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WALTER R. BARCZAK
REGISTER OF DEEDS

AMOUNT 46.00

AMENDED
RESTATED PLAN OF DEVELOPMENT
FOR
TUCKAWAY OF GREENFIELD

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RESTATED PLAN OF DEVELOPMENT
FOR
TUCKAWAY OF GREENFIELD

A Plan of Development for Tuckaway of Greenfield was made and declared on April 9, 1968 by Tuckaway Club Enterprises, Inc. and recorded on April 13, 1968 in the Office of the Register of Deeds for Milwaukee County, Wisconsin as Doc. No. 4384860.

A Restated Plan of Development was made and declared on November 20th, 1978 by Tuckaway of Greenfield, Inc. and recorded November 30th, 1978 in the office of the Register of Deeds for Milwaukee County, Wisconsin as Doc. No. 5272989, and amended by Tuckaway of Greenfield, Inc. on October 1, 1987 and recorded November 11, 1987 in the office of the Register of Deeds for Milwaukee County, Wisconsin as Doc. 6122939.

The Board of Governors of Tuckaway of Greenfield, Inc., acting pursuant to the Plan, hereby on this day of 1998 amends and restates the Plan, intending that the following provisions shall supersede and replace the existing provisions.

1. General Statement. The purpose of the Plan is to preserve and enhance the value of the Real Estate (as defined in the Plan) and promote the welfare of persons occupying the Real Estate by providing a central agency which shall have the power and authority to own, manage, maintain and administer common areas and facilities and shall have general authority over the Real Estate as provided in the Plan. The central agency is Tuckaway of Greenfield, Inc., a nonstock corporation formed under the provisions of Chapter 181 of the Wisconsin Statutes; its board of directors shall be called a Board of Governors. More specifically, the powers and authority of the Board of Governors shall include, but not be limited to, owning and operating designated roadways and any other property and facilities common to the Real Estate, exercising the powers of any condominium or home-owner association whose failure to carry out the responsibilities provided in its documentation, after sufficient notice from the Board of Governors, may jeopardize other portions of Real Estate; and, adopting and administering reasonable rules and regulations for the health, safety and welfare of the Real Estate and its occupants. The Plan also establishes the power and provides the procedures for the Board of Governors to levy and collect assessments and other charges necessary for operation of the Real Estate. Except as provided in this Plan, it is intended that each condominium or home-owner association and each Owner of a portion of a real estate not owned in conjunction with condominium or home-owner association jurisdiction shall operate the property within its jurisdiction or ownership independently of the Board of Governors but not in conflict with the provisions of the Plan.

2. Description of Real Estate. The Real Estate which is subject to the Plan is the development known as Tuckaway of Greenfield, Inc., comprised of the nine condominium associations as shown on Exhibit "A" and described below.

(a) Amberwood Condominium Assoc. Parcel 1 and Parcel 2 of Certified Survey map No. 3550, being a part of the Southwest $\frac{1}{4}$ and the Southeast $\frac{1}{4}$ of Section 25, Township 6 North, Range 21 East, in the City of Greenfield, Milwaukee County, Wisconsin.

(b) Cambridge Village Condominium Assoc. Parcel 1 of Certified Survey Map No. 5046, being a part of the Southwest $\frac{1}{4}$ and the Southeast $\frac{1}{4}$ of Section 25, Township 6 North, Range 21 East, in the City of Greenfield, Milwaukee County, Wisconsin.

(c) Camelot Village Assoc., Inc. Lot 1 of Certified Survey Map No. 757, being a part of the Southeast $\frac{1}{4}$ of Section 25, Township 6 North, Range 21 East, in the City of Greenfield, Milwaukee County, Wisconsin.

(d) The Cloisters of Tuckaway. Bounded on the north by West Edgerton Ave., on the east by Camelot Village, on the south by Canterbury Road West, and on the west by Tuckaway Blvd. South. Further described by plat of survey No. 128051-E performed January 28th, 1971 by National Survey Services, Inc..

(e) Gazebo Condominiums. Parcel 1 of Certified Survey Map No. 5037, being a part of the Northwest $\frac{1}{4}$ and the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ and the Northeast $\frac{1}{4}$ and the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 25, Township 6 North, Range 21 East, in the City of Greenfield, Milwaukee County, Wisconsin.

(f) Hidden Oaks Condominiums of Greenfield. Parcel 2 of Certified Survey Map No. 5037, being a part of the Northwest $\frac{1}{4}$ and the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ and the Northeast $\frac{1}{4}$ and the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 25, Township 6 North, Range 21 East, in the city of Greenfield, Milwaukee County, Wisconsin.

(g) LaCasa Real Condominium Assoc. Parcel 1 of Certified Survey Map No. 5007, being a part of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 25, Township 6 North, Range 21 East, in the City of Greenfield, Milwaukee County, Wisconsin, and Part of Parcel 1 of Certified Survey Map No. 2273, being a part of the Southeast $\frac{1}{4}$ of Section 25, Township 6 North, Range 21 East, in the City of Greenfield, Milwaukee County, Wisconsin.

(h) Windermere Estates Condominiums, Inc. Part of Parcel 1 of Certified Survey Map No. 2273, being a part of the Southeast $\frac{1}{4}$ of Section 25, Township 6 North, Range 21 East, in the City of Greenfield, Milwaukee County, Wisconsin.

(i) Woodbridge of Tuckaway. Parcel 1 and Parcel 2 of Certified Survey Map No. 1512, being a part of the Northwest $\frac{1}{4}$ and the Southwest $\frac{1}{4}$ of Section 25, Township 6 North, Range 21 East, in the City of Greenfield, Milwaukee County, Wisconsin.

3. Excluded Lands. On October 1, 1987 an amendment to the Restated Plan of Development excluded from the Plan the parcels of land as shown on Exhibit "A" and described below:

Parcel 1 of Certified Survey Map No. 5208
 Parcel 2 of Certified Survey Map No. 5208
 Parcel 3 of Certified Survey Map No. 5037

The parcels were purchased by Capital Associates, and the Oaks of Greenfield Condominium was subsequently constructed on Parcel No. 3. The owner of the above described Excluded Lands shall have the right for the benefit of any part of the Excluded Lands to connect to all utility services now or hereafter serving the Real Estate. The owner of the Excluded Lands shall have no easement or right-of-way with respect to any Tuckaway of Greenfield, Inc. current development roads.

4. Definitions. The following terms, whenever used in this Plan, and in the Articles of Incorporation and By-Laws of Tuckaway of Greenfield, Inc. shall be defined as follows:

(a) "Owner". Record owner, whether one or more persons or entities, of the fee simple title to any portion of the Real Estate including a condominium owner. A purchaser in possession of any property subject to a land contract, instead of the vendor, shall be considered the owner.

(b) "Condominium Project". Any development located upon the Real Estate and declared to be a condominium pursuant to the Unit Ownership Act of the Wisconsin Statutes.

(c) "Plan of Development" or "Plan". The provisions set forth in the entire document, as the same may be amended from time to time.

(d) "Common Areas and Facilities". Real property and any personal property acquired by Tuckaway of Greenfield, Inc. which are intended to be devoted to the common use and enjoyment of all owners of the entire Real Estate.

(e) "Real Estate". The entire real property which is subject to this Plan.

(f) "Corporation". Tuckaway of Greenfield, Inc., a nonstock corporation formed pursuant to Chapter 181 of the Wisconsin Statutes.

5. Board of Governors.

(a) The Directors of the Corporation shall be known as the Board of Governors (sometimes the "Board") and the members of the Board shall be referred to as Governors.

(b) Each of the nine condominium projects shall be entitled to elect or appoint one Governor.

(c) Governors shall serve on the Board for a term of three years from the date of election or appointment or until the election or appointment of a successor whichever shall first occur, provided, however, that no term shall expire until a successor has been elected or appointed.

(d) The rights, powers, duties and obligations of the Board shall be as set forth in the Plan and the Articles of Incorporation and By-Laws of the Corporation as amended from time to time.

6. Vote of Governors. Each Governor shall be entitled to one vote upon each matter submitted to a vote.

7. Utilities.

(a) Easements have been granted and are hereby confirmed in favor of and for the Benefit of the Board, the City of Greenfield, the Milwaukee Waterworks, the Milwaukee Metropolitan Sewerage District, the Wisconsin Electric Power Company, the Wisconsin Natural Gas Company, the Wisconsin Telephone Company and all other appropriate municipal corporations, public utility companies and quasi-municipal corporations and quasi-public utility companies for the right to install, maintain, repair

and replace all sewer mains and laterals, all water mains, laterals and hydrants, all electric power lines and cables and other necessary utility equipment and facilities upon, in and above the Real Estate and further to use all means necessary to implement the purposes of this easement. However, no one shall be permitted to erect any poles or transmission mains or lines above ground without the express written consent of the Board.

(b) If and to the extent that a municipality or utility company is not obligated and responsible for maintaining, repairing and replacing any utility serving the Real Estate generally such as mains, etc., as compared to the service to any individual condominium or other project then this obligation and responsibility shall be under the management and control of the Board as an expense payable from the general assessment as provided in this Plan.

(c) The Board may promulgate and enforce rules and regulations affecting common utilities upon, in and above the Real Estate.

8. Development Roads.

(a) Attached to this Plan as Exhibit "B" is a sketch of the Real Estate showing those roads upon the Real Estate which are designated "Development Roads". The existing Development Roads serve only Camelot, Woodbridge, Cloisters, LaCasa Real, Windermere and the one building (6 units) of Hidden Oaks facing Tuckaway Boulevard. If in the future the owner of any roadway not presently designated a Development Road wishes such designation and wishes to convey the roadway to the Corporation, the Board shall not be required to accept any such designation or conveyance unless the Board, in its sole discretion, determines that the roadway will serve the benefit of at least three condominium projects or home-owner associations provided, however, that the Board shall accept any such road now or hereafter constructed if designated by the City of Greenfield or applicable governing municipality. Upon any additional roadway being designated a Development Road the Board shall determine which additional condominium projects or home-owner association, if any, are served by Development Roads.

(b) All Owners served by a Development Road shall have an easement for the benefit of themselves, their families, tenants, employees, invitees and permittees to use all Development Roads presently constructed or hereafter to be constructed.

(c) The Corporation shall maintain, repair or replace all Development Roads wherever located on the Real Estate and whether or not owned by the Corporation, as an expense payable from the roadway assessments as provided in paragraph 13(e) of this Plan.

(d) The Board may promulgate and enforce rules and regulations affecting Development Roads.

9. Fence and Other Common Areas and Facilities.

(a) No Owner or project association may remove or change the location of the existing chain-link fence surrounding the Real Estate except that the Board shall have the right, at its option, to remove, replace or change the location of the fence.

(b) The Corporation shall maintain, repair and replace the existing chain-link fence described above at the expense of all Owners determined and enforceable in the same manner as perimeter and area assessments as provided in paragraph 13(b) of this Plan.

(c) The Corporation shall maintain, repair and replace all other common areas and facilities owned by the Corporation as an expense from the general assessments as provided in this Plan.

(d) The Board may promulgate and enforce rules and regulations affecting the common areas and facilities owned by the Corporation.

10. Insurance.

(a) The Board shall obtain, maintain and pay the premiums upon such insurance as may be required to indemnify the City of Greenfield for any losses caused by the eruption, breaking, leaking or destruction of the water mains and related appurtenances located upon the Real Estate, all pursuant to any agreement executed or to be executed between the City of Greenfield and the Corporation.

(b) The Board shall provide and the Corporation shall pay for public liability insurance policies in such amounts and in such form as the Board may determine to be necessary in connection with the risks of the Corporation under the provisions of this Plan.

(c) The Board shall provide and the Corporation shall pay for workmen's compensation insurance coverage in such amounts and in such form as the Board may determine to be necessary.

(d) The Board shall provide and the Corporation shall pay for fidelity bonds on such Governors, officers or employees and in such amounts as the Board shall determine to be necessary.

(e) The Board shall provide and the Corporation shall pay for insurance coverage for loss by such hazards as the Board deems necessary to common areas and facilities owned by the Corporation or within its responsibility for management and control. In the event of any destruction to the common areas or facilities, they shall be reconstructed and repaired by the Board acting for the Corporation as soon as practicable. Insurance proceeds which may be paid or payable to the Corporation as a result of such destruction shall be deemed trust funds to be used for the express purpose of such reconstruction. If there are no insurance proceeds or if the insurance proceeds are not sufficient to pay the total cost of reconstruction and repair the deficiency shall be paid by all owners as a special assessment as provided in this Plan.

11. , Operation of Condominiums and Other Projects.

(a) Each condominium or home-owner association and each Owner of a portion of the Real Estate not owned in conjunction with condominium or home-owner association jurisdiction shall carry out its obligations to maintain the exterior of all improvements within its jurisdiction or ownership in good order and repair and to maintain all lawns, parking lots and other land areas within its jurisdiction or ownership in good appearance and free from debris all in a manner as is consistent with good property management. In the event an association or such Owner shall fail to perform the obligations specified in this paragraph after notice from the Board in a manner and within such time as the Board deems reasonable under the circumstances, the Board may, upon an approval by 2/3 vote of members attending a properly constituted meeting, have the right to enter upon the property to repair and maintain the exterior of any building and any land area. All costs of such maintenance or repair shall become a parcel assessment upon such property as provided in this Plan.

(b) In the exercise of its independent jurisdiction or ownership, each association or Owner shall not take any action which is in conflict with the provisions of this Plan.

12. Compliance; Enforcement; Fines and Penalties.

(a) All Owners and residents shall comply with the rules and regulations which may be enacted by the Board pursuant to the provisions of this Plan, with the Articles of Incorporation and By-Laws of the Corporation, with all federal, state and local laws relating to the Real Estate and with all notices for compliance from the municipality or other governmental authority. If any Owner fails to so comply, the Owner may be sued for damages caused by the failure or for injunctive relief, or both by the Corporation or by any other unit owner.

(b) The Board may prescribe fines and penalties for failure of the residents or Owners to comply with the duties and obligations hereunder and they may also prescribe fines and penalties for the violation of any acts prohibited in this Plan or the By-Laws of the Corporation. Such fines or penalties, if unpaid, shall become a lien upon the Owner's interest in the Real Estate and shall remain a lien until paid in full; such fines and penalties shall also become a personal obligation of the resident or Owner. Enforcement may be by an action at law or by an action to foreclose the lien and violations may be enjoined.

13. Assessments.

(a) Each Owner by acceptance of a deed at any time after April 13, 1968, whether or not so expressed in such deed, shall be deemed to covenant and agree to pay to the Corporation assessments which may be charged by the Board in the following categories: General assessments and special assessments (formerly paragraph 34 of the By-Laws), parcel assessments (formerly paragraph 35 of the By-Laws), perimeter and area assessments (formerly paragraph 11 of the Plan) and roadway assessments (formerly part of paragraph 34 of the By-Laws).

(b) General assessments.

(i) The Board shall establish a "general account" to be used by the Board for the payment of expenses which are incurred and authorized by the Board for the purposes of utilities, other areas and facilities of the Real Estate and insurance all as described in paragraphs 7, 9(c) and 10 of this Plan.

(ii) Prior to the beginning of each fiscal year of the Corporation the Board shall prepare a budget of the expenditures which it proposes to make for the general account for the ensuing year and send a copy to all Owners. Not less than 15 nor more than 30 days thereafter, the Board shall vote upon adoption of the budget, with each Governor representing a condominium project or other membership organization being deemed to represent by proxy the members of such project or organization which elected or appointed him.

(iii) The amount of the approved annual budget shall be levied and assessed equally upon all Owners of living units as declared as of the first day of the fiscal year for such budget; however if any portion of the Real Estate is developed with other than living units, there shall first be an apportionment of the assessment based upon the ratio of the assessed value of each nonliving unit development to the assessed value of the Real Estate; the nonliving unit development or developments shall pay the proportions so determined by this method and the living units shall pay the remaining amount of the budget on the basis of an equal amount for each living unit.

(iv) If because of casualty loss or other emergency it becomes necessary for the Board to commit for an expenditure exceeding contingency amounts in the current general budget, available reserves and other available general funding, the Board may impose an additional assessment upon Owners if approved by not less than 4/5 of the votes of all existing Governors. The amount of such assessment shall be allocated to Owners in the same manner as annual general assessments.

(c) Parcel assessments.

If and to the extent the Board of Governors proposes to expend or has expended funds for the benefit of an individual condominium project or a separate parcel of the Real Estate in accordance with its powers described in paragraph 11 of this Plan, all owners of the condominium project or parcel shall be obligated to reimburse the Board of Governors promptly when billed and the amount so billed shall be an assessment until paid. In the case of a condominium project or home owner association project, each owner shall be billed and assessed that proportion of the total billing and assessment of the project which the interest in common areas and facilities appurtenant to his unit bears to the total of all such interests for the project.

(d) Perimeter and area assessments.

(i) All assessments on the perimeter and area benefit assessments assessed by the City of Greenfield, County of Milwaukee or any other appropriate governmental body against any of the Real Estate shall be paid by the Board and charged by the Board to all Owners as provided in this paragraph. The perimeter and area benefit assessments shall include, but not be limited to, those special assessments charged by an appropriate governmental body against the Real Estate or parts thereof for installation and maintenance of water and sewer systems, construction of streets, roadways and sidewalks.

(ii) Perimeter and area benefit assessments shall be apportioned amongst the Owners based upon the ratio which the assessed value of each living unit bears to the entire assessed value of the Real Estate.

(e) Roadway assessments.

(i) The Board shall establish a "roadway account" to be used by the Board for the payment of expenses which are incurred and authorized by the Board for the purposes of Development Roads as described in Paragraph 8 of this Plan. Examples of such expenses shall include repair, maintenance, replacement, snow plowing, lighting and insurance.

(ii) Prior to the beginning of each fiscal year of the Corporation, the Board shall prepare a budget of the expenditures which it proposes to make for the roadway account for the ensuing year and send a copy to all Owners served by the Development Roads. Not less than 15 nor more than 30 days thereafter, the Board shall vote upon adoption of the roadway budget, with each Governor representing a condominium project or other membership organization being deemed to represent by proxy the members of such project or organization which elected or appointed him.

(iii) The amount of the approved annual budget for Development Roads shall be levied and assessed equally upon all Owners of living units in condominium projects or other membership organizations served by Development Roads as declared as of the first day of the fiscal year for such budget.

(iv) If because of an emergency it becomes necessary for the Board to commit for an expenditure exceeding contingency amounts in the current roadway budget, available reserves and other available roadway finding, the Board may impose an additional assessment upon Owners served by Development Roads if approved by not less than four-fifths of the votes of all existing Governors representing condominium projects or other membership organizations served by Development Roads. The amount of such assessment shall be allocated to Owners served by Development Roads in the same manner as annual roadway assessment.

(f) Any costs incurred by the Board which are caused by the act or omission of any Owner shall entitle the Board to charge such Owner for the reasonable amount incurred or to be incurred as an assessment.

(g) All Owners shall pay the assessments which may be levied and charged against them by the Board. All assessments shall be paid to the treasurer of the Board at the time and place designated by the Board. No Owner may exempt himself from paying his assessment by waiver of the use or benefit of the facilities or improvements which constitutes the subject matter of the assessment nor by the abandonment of his legal or equitable interest in the Real Estate affected by the assessment. All assessments charged against an Owner shall immediately become the personal debt of the Owner and shall remain so until paid. Any unpaid assessments, including interest and penalty charges, if any, shall be a lien upon the defaulting Owner's real property until paid. No conveyance shall relieve the grantor, the grantee or the property of such lien and the grantor and grantee shall be jointly and severally liable for such assessments until paid in full.

(h) There shall be no requirement to file any such lien and this Plan shall constitute sufficient notice to Owners and to all successors in title. In addition, the provisions for assessment and enforcement of liens under the Unit Ownership Act of the State of Wisconsin and under Section 289.70 of the Wisconsin Statutes (entitled Maintenance Liens) shall be applicable. The Board shall be entitled to elect which procedure to pursue in collecting assessments. All liens provided by this Plan shall have the same priority as liens of an association of unit owners under the Unit Ownership Act of the State of Wisconsin.

(i) Each declaration of a condominium on the Real Estate shall delegate to the Board of Governors such assessment powers of the association of unit owners as are necessary to carry out the provisions of this Plan but without preventing the association of unit owners of any condominium project from levying any assessments for its own purposes.

(j) The Board shall, at the request of any Owner, his representative or mortgagee, furnish a written statement pursuant to the applicable provisions in the Unit Ownership Act of the State of Wisconsin setting forth the amount of unpaid assessments which if not provided within ten days after the request shall bar the Board from claiming any lien unless filed with the Register of Deeds for Milwaukee County, Wisconsin prior to the request for the statement. Upon payment of an assessment which shall have become a recorded lien, the Board shall furnish a receipt showing payment and, at the expense of the owner, a release of lien in recordable form.

(k) For convenience of administration normally the assessments upon Owners in a condominium or home-owner association project will be billed to the association for collection from individual Owners and remittance to the treasurer of the Corporation however utilization of this procedure shall not be a waiver of rights of the Corporation against any Owner who fails to pay any assessment provided in this Plan.

14. Qualification as Homeowners Association.

(a) The Corporation is intended to qualify as a Homeowners Association as that term is defined in the Internal Revenue Code.

(b) No part of the net earnings of the Corporation shall inure (other than by acquiring, constructing or providing management, maintenance, and care of "association property", as that term is defined in the Internal Revenue Code, and other than by a rebate of excess fees or assessments) to the benefit of any Owner, member or individual.

15. Amendments. This Plan may be amended by an affirmative vote of not less than 4/5 of the votes of all existing Governors. Copies of such amendments shall be certified by the President and Secretary of the Corporation and shall be in recordable form. A copy of the amendment shall be filed with the Register of Deeds for Milwaukee County, Wisconsin and a copy of the amendment shall be mailed or delivered to each Owner.

16. Severability. The provisions of the Plan and the By-Laws shall be considered severable; if any of the provisions are declared to be void, invalid or illegal by any statute or decree of any court, this shall not in any way affect the other provisions of this Plan or the By-Laws.

17. Interpretation as One Document. This Plan and the Articles of Incorporation and By-Laws of the Corporation shall be interpreted as one document for all purposes to carry out the intent of these documents. All portions of the Unit Ownership Act of the State of Wisconsin which are applicable to the intent of these documents are incorporated by this reference.

18. Covenants Run With Land; Successors. This Plan shall constitute a covenant running with the land and shall be binding upon and inure to the benefit of all Owners, occupants and parties claiming an interest in the Real Estate and their heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, Tuckaway of Greenfield, Inc., having duly adopted this restated Plan of Development by appropriate corporate action, has caused this document to be executed on date first above written by its President and Secretary being authorized to so act.

CONSENT

Tuckaway of Greenfield, Inc., a Wisconsin Corporation, as described in the foregoing Restated Plan of Development, hereby consents to and agrees to be bound by the maintenance responsibility and perimeter and area benefit assessment provisions of the Plan.

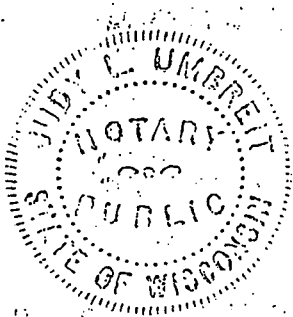
Dated 4th day of June, 1999.

TUCKAWAY OF GREENFIELD, INC.

BY Gene B. Michaelis
President

Attest:

BY Judy L. Umbreit
Secretary



State of Wisconsin
Milwaukee County

Judy L. Umbreit
Notary Public, State of Wisconsin
6/6/99
My commission expires

IN WITNESS WHEREOF, this Document has been executed
this 4th day of June 1999.

TUCKAWAY OF GREENFIELD, INC.

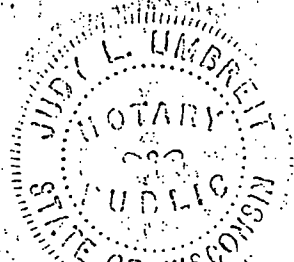
BY Irene B Michaelis
_____, President

Attest:

BY JAMES L. UMBREIT
_____, Secretary

NOTARIZATION

Personally came before me this 4th day of June, 1999,
Irene B, Michaelis, President and James L. Umbreit,
Secretary of the above-named corporation, to me known
to be the persons who executed the foregoing
instrument, and to me known to be such president and
secretary of said corporation, and acknowledged that
they executed the foregoing instrument as such
officers as the deed of said corporation, by its authority.



Judy L. Umbreit
Notary Public, Milwaukee
County, Wisconsin
My Commission Expires 6/6/99

This instrument was drafted by Morton M. Grodsky

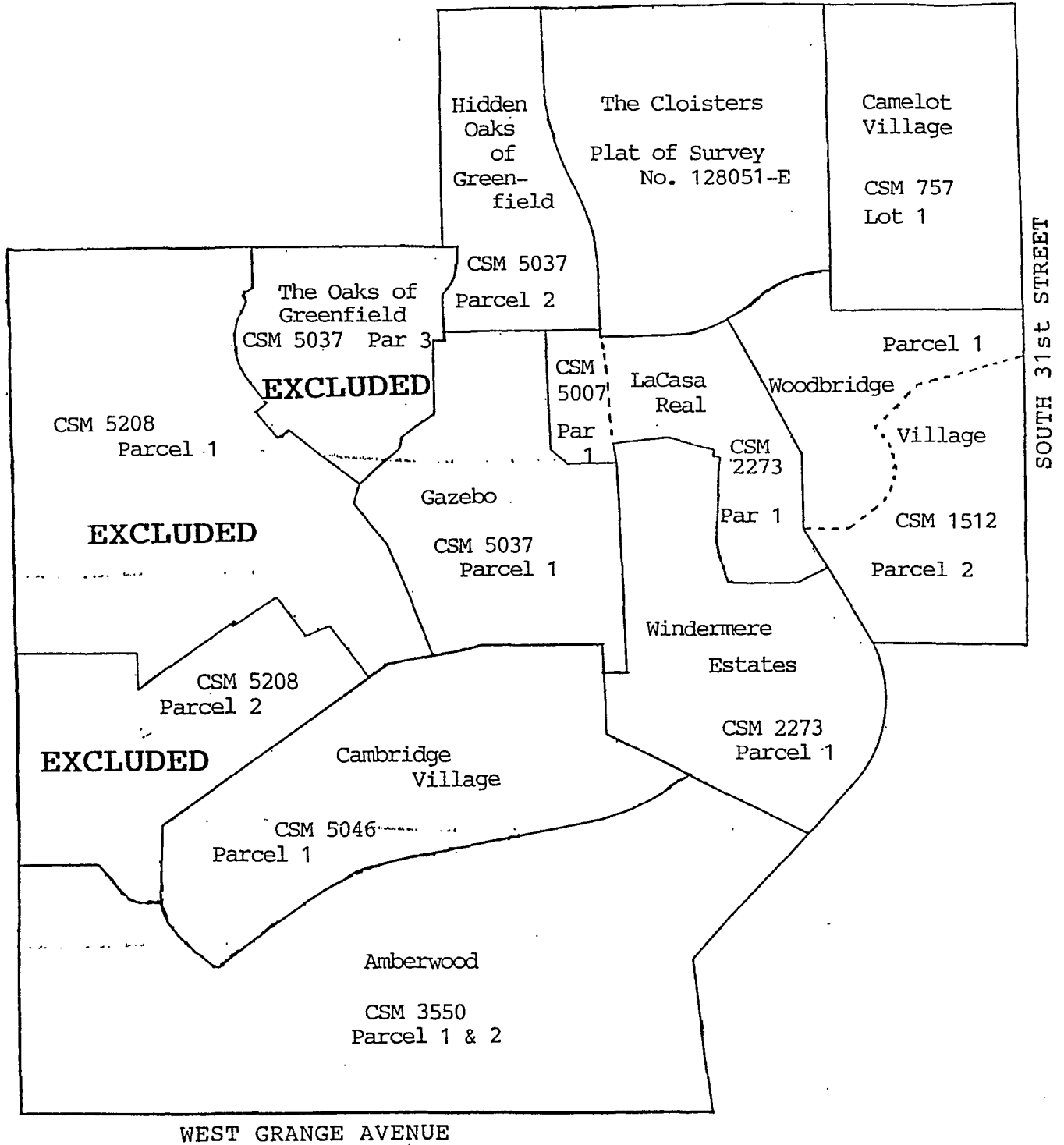


EXHIBIT "A"

THE REAL ESTATE

AND

EXCLUDED LANDS

REEL 4615 IMAG 484

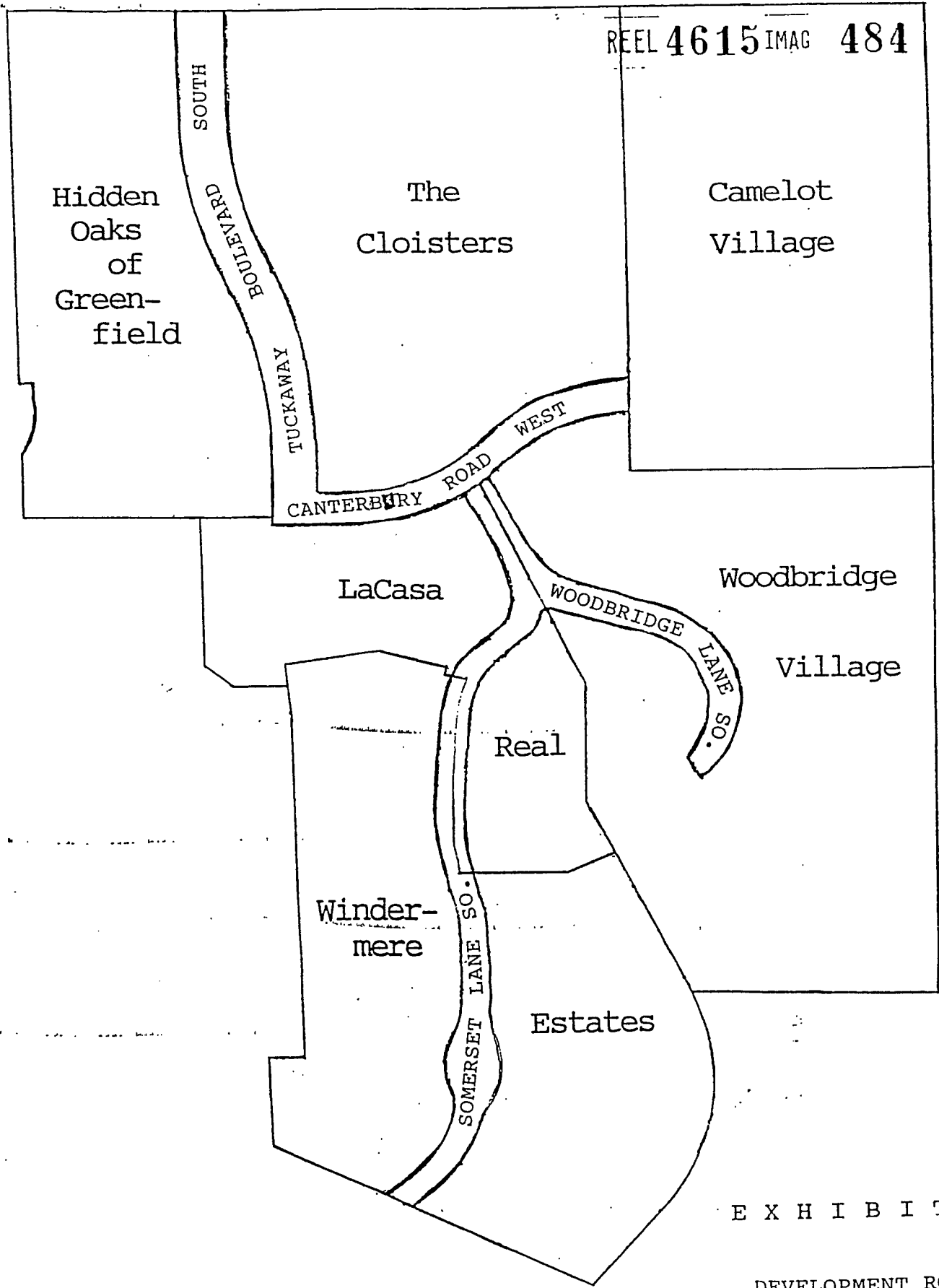


EXHIBIT "B"

DEVELOPMENT ROADS