DISCLOSURE MATERIALS

FOR

BRIDLEWOOD CONDOMINIUM
HARTFORD, WISCONSIN

Declarant:

Bridlewood, LLC
11501 West North Avenue
Wauwatosa, Wisconsin 53226

Declarant's Agent:

William A. Patch
11501 West North Avenue
Wauwatosa, Wisconsin 53226

NOTICE

THESE ARE THE LEGAL DOCUMENTS COVERING YOUR RIGHTS AND RESPONSIBILITIES AS A CONDOMINIUM OWNER. IF YOU DO NOT UNDERSTAND ANY PROVISIONS CONTAINED IN THEM, YOU SHOULD OBTAIN PROFESSIONAL ADVICE.

THESE DISCLOSURE MATERIALS GIVEN TO YOU AS REQUIRED BY LAW MAY, WITH THE EXCEPTION OF THE EXECUTIVE SUMMARY, BE RELIED UPON AS CORRECT AND BINDING. FOR A COMPLETE UNDERSTANDING OF THE EXECUTIVE SUMMARY, CONSULT THE DISCLOSURE DOCUMENTS TO WHICH A PARTICULAR EXECUTIVE SUMMARY STATEMENT PERTAINS. ORAL STATEMENTS MAY NOT BE LEGALLY BINDING.

YOU MAY AT ANY TIME WITHIN 5 BUSINESS DAYS FOLLOWING RECEIPT OF THESE DOCUMENTS, OR FOLLOWING NOTICE OF ANY MATERIAL CHANGES IN THESE DOCUMENTS, CANCEL IN WRITING THE CONTRACT OF SALE AND RECEIVE A FULL REFUND OF ANY DEPOSITS MADE. IF THE SELLER DELIVERS LESS THAN ALL OF THE DOCUMENTS REQUIRED, YOU MAY, WITHIN 5 BUSINESS DAYS FOLLOWING RECEIPT OF THE DOCUMENTS, DELIVER A REQUEST FOR ANY MISSING DOCUMENTS. IF YOU TIMELY DELIVER A REQUEST FOR MISSING DOCUMENTS, YOU MAY, AT ANY TIME WITHIN 5 BUSINESS DAYS FOLLOWING THE EARLIER OF EITHER THE RECEIPT OF THE REQUESTED DOCUMENTS OR THE SELLER'S DEADLINE TO DELIVER THE REQUESTED DOCUMENTS, CANCEL IN WRITING THE CONTRACT OF SALE AND RECEIVE A FULL REFUND OF ANY DEPOSITS MADE.

THE EXECUTIVE SUMMARY MAY NOT BE RELIED ON AS CORRECT AND BINDING. THE PURCHASER OF A UNIT SHOULD CONSULT THE DISCLOSURE MATERIALS.

EXECUTIVE SUMMARY

FOR

BRIDLEWOOD CONDOMINIUM
HARTFORD, WISCONSIN

EXECUTIVE SUMMARY FOR BRIDLEWOOD CONDOMINIUM
HARTFORD, WISCONSIN

- *The name of the condominium.* The name of the condominium is Bridlewood Condominium.

- *A description of the Declarant's expansion plans for the condominium, if any, and deadline for implementation.* This is an Expandable Condominium as set forth in Article 18 of the Declaration.

- *Information identifying the condominium association and management authority and the individual who may be contacted regarding the condominium.* The condominium shall be administered by an association known as the Bridlewood Condominium Association, Inc. William A. Patch, the managing member of Bridlewood, LLC, the Declarant, is also the initial President of the Bridlewood Condominium Association, Inc.

- *A description of special amenities such as an athletic club or golf course and the obligation of an owner to join or support the amenity.* The condominium has a clubhouse which is a common area of the condominium.

- *A description of an owner's responsibilities for repair and maintenance of a unit.* A Unit Owner's responsibility for repair and maintenance of the unit is set forth in Article 6 of the Declaration.

- *The person responsible for the maintenance, repair, and replacement of common elements and limited common elements and whether repairs or replacements will be funded from Unit Owner assessments or reserve funds.* The person responsible for the maintenance, repair, and replacement of common elements is the Association. Each Unit Owner shall be responsible for the maintenance, repair, and replacement of any limited common elements appurtenant to their unit. Repairs and replacements to the common elements shall be funded from Unit Owner assessments and reserve funds.

- *Whether Unit Owners may rent their units and any restrictions on rentals.* Unit Owners may rent their units as set forth in Article 7 of the Declaration.

- *A description of any rules, restrictions, or procedures governing a Unit Owner's authority to alter the unit or use or enclose limited common elements.* The rules, restrictions, or procedures governing a Unit Owner's authority to alter the unit or enclose limited common elements is set forth in Article 6 of the Declaration.

- *A description of the availability, restrictions, and costs of parking.* There are a number of guest parking spaces available as set forth on Exhibit A to the Declaration. Parking is free of charge.

- *A description of rules relating to Unit Owner's pets.* Rules relating to pets are set forth in Article 7 of the Declaration.

- *Whether reserves are maintained by the Association and, if so, whether a statutory reserve account is maintained.* The condominium shall have a Statutory Reserve Account as described in Wisconsin Statute § 703.163.

- *Exemptions from or modifications to a Declarant's obligation to pay assessments on Declarant's unsold units during Declarant control and any other provisions on the levying and payment of assessments during the period of Declarant control.* Declarant's obligation to pay assessments on Declarant's unsold units during Declarant control is set forth in Article V of the Declaration.

- *Indication that a Unit purchaser's rights and responsibilities may be altered by amendments to the Declaration and Bylaws and a description of the amendment process.* The Declaration may be amended as set forth in Article 11 of the Declaration. Bylaws may be amended as set forth in Article 8 of the Bylaws.

DECLARATION OF CONDOMINIUM

FOR

BRIDLEWOOD CONDOMINIUM
HARTFORD, WISCONSIN

DECLARATION OF CONDOMINIUM
OF
BRIDLEWOOD CONDOMINIUM
HARTFORD, WISCONSIN

Declarant

Bridlewood, LLC

Prepared By

William A. Patch
11501 W. North Avenue
Wauwatosa, Wisconsin 53226

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DECLARATION OF CONDOMINIUM
OF
BRIDLEWOOD CONDOMINIUM
HARTFORD, WISCONSIN

Declarant

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DECLARATION OF CONDOMINIUM
OF
BRIDLEWOOD CONDOMINIUM

THIS DECLARATION is made and entered into by Bridlewood, LLC, a Wisconsin Limited Liability Company (the "Declarant"), pursuant to the Wisconsin Condominium Ownership Act (the "Act").

WITNESSETH:

Declarant owns certain real property (the "Property"), which is described and depicted on the attached Exhibit A. Declarant intends to construct thereon six (6) residential buildings containing forty-eight (48) separate dwelling units, and one (1) clubhouse building, together with certain other improvements in connection therewith, all in accordance with plans under date of February 10, 2004, approved by the City of Hartford, Wisconsin (the "City") under date of February 10, 2004, as the same may be amended and approved by the City from time to time.

Declarant hereby intends to submit the Property, buildings and other improvements to the Condominium form of ownership under the Act and to establish certain easements, rights, restrictions and obligations with respect to the ownership, use and maintenance of the Condominium on the terms and conditions hereinafter set forth. The Property, the buildings and improvements, are hereinafter called the "Condominium".

The name of the Condominium shall be "Bridlewood Condominium".

The floor plans of the units are as set forth on the attached Exhibit B.

NOW, THEREFORE, Declarant, the fee owner of the Property, by this Declaration (i) submits the Property, buildings and other improvements to the Condominium form of use and ownership as provided in the Act and this Declaration, subject to taxes and assessments not yet due and payable, municipal and zoning ordinances, and all other matters of record on the date hereof; (ii) establishes and imposes the following provisions, restrictions, conditions, easements and uses to which the Condominium may be put; and (iii) specifies that the provisions of this Declaration shall constitute covenants to run with the land and shall be binding on Declarant, its successors and assigns, and all subsequent owners and occupants of all or any part of the Condominium.

ARTICLE 1. DESCRIPTION OF THE BUILDINGS AND UNITS

1. **Survey**. The buildings and other improvements are shown on the site map and attached hereto as Exhibit A.

2. **Plans**. The Units, as described in Article 2 hereof, and their respective designations and locations are shown on the floor plans of the Condominium attached hereto as Exhibit B.

3. **Utility Services**. Utility services including electricity, natural gas and municipal water and sewer shall be separately metered for each unit and separately for the Common Elements (if required), as described in Article 2 hereof.

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

5. **Location of Drives**. The location of all drives on the Condominium are only approximately shown and may be changed, expanded, contracted, or not constructed only in accordance with the plans under date of February 10, 2004, approved by the City under date of February 10, 2004, as the same may be amended and approved by the City from time to time. Any such action shall be reflected in an amendment to this declaration

which may be adopted by resolution of the Board of Directors (defined below) and executed by offices of the Association (defined below). Any drive which services property adjacent to the Condominium may not be changed, contracted or otherwise impaired without consent of the owner(s) of such other property.

ARTICLE 2
DIVISION OF CONDOMINIUM INTO SEPARATE FREEHOLD ESTATES

Declarant divides the Condominium into the following separate freehold estates:

1. Units. Forty-eight (48) separate freehold estates, each called a "Unit", collectively the "Units" as shown on Exhibit D attached hereto, each consisting of the space bounded by the interior undecorated surfaces of the exterior perimeter walls and walls common with other units, the ceilings, floors, roof and foundation of such space on each floor of the building which it occupies and including the cubicle of space enclosed by such boundaries. The garage shall be a part of the Unit and all windows, window frames, doors, glass and locks shall be a part of the Unit.

2. Common Elements. A freehold estate in the "Common Elements" of the Condominium. The Common Elements shall consist of all the Condominium except the Units. Certain Common Elements shall be limited in use to the Unit to which it is appurtenant, such as patios and balconies.

ARTICLE 3
OWNERSHIP OF COMMON ELEMENTS

1. Ownership. The ownership of each Unit shall include a 1/48th undivided interest in the Common Elements. The interest of a particular owner in the Common Elements is calculated as 1 Unit divided by 48, and may hereinafter be referred to as such owner's "Interest".

2, Sharing of Expenses and Surpluses. The common expenses relating to the Common Elements shall be shared among the owners of all Units according to their respective Interests.

3. Application of Surpluses. All common surpluses of the Condominium derived from assessments for Common Elements for each fiscal year of the Association shall be retained for common expenses of the Condominium for the next succeeding fiscal year or years in accordance with the unit owner's Interest.

ARTICLE 4
ASSOCIATION OF UNIT OWNERS

1. Administration. The Condominium shall be administered by an association to be incorporated and known as the Bridlewood Condominium Association, Inc. (the "Association"). The Association shall adopt By-Laws in furtherance of its administration of the Condominium.

2. Membership and Voting. Each Unit owner shall be a member of the Association and membership shall commence and terminate with ownership. Members shall be possessed of votes commensurate with their Interest. The manner of casting ballots shall be as set forth in the By-laws. The transfer of control of the Association from Declarant to the other Unit owners shall be as set forth in Article 13 hereof.

3. Management. The Association may employ a professional management agent or company for the Condominium with such experience and qualifications and on such terms and conditions as are acceptable to the Board of Directors. Any such management agreement must be terminable without

cause upon ninety-(90) days notice without payment of any penalty.

ARTICLE 5
ASSESSMENTS

1. Budget and Assessments. The Association shall determine a budget of common expenses and levy assessments therefore as provided herein or in the By-Laws. The Association may also levy a special assessment on all owners for any purpose for which a general assessment may be levied and a special assessment on a particular Unit owner for the purpose of collecting any amounts due to the Association in accordance with any of the other provisions of this Declaration, the By-Laws or rules and regulations as may be adopted thereunder.

2. Liability; Late Payments. The By-Laws shall set forth the manner of making and collecting assessments for common expenses of the Condominium. Regular assessments not made for violations of the provisions of this Declaration, the By-Laws or Rules and Regulations shall be made on an annual basis but shall be due and payable in monthly assessments as determined by the Board of Directors. Any assessments 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 By-Laws.

3. Liens. If a Unit owner defaults in any payment, the Association shall take appropriate measures as provided by law. The lien for unpaid assessments provided in the Act shall also secure reasonable attorney's fees incurred by the Association incident to the collection of such assessment or enforcement of such lien. The Association may purchase a Unit upon the foreclosure of its lien thereon.

4. Association Statements. The Association shall upon ten (10) days request, provide a letter to any Unit purchaser or mortgagee stating the existence, if any, of outstanding general or special assessments against the Unit being sold. Notwithstanding anything to the contrary contained in the preceding sentence, all Units conveyed by Declarant shall be deemed to be conveyed free from all outstanding general or special assessments and no such letter shall be required or given as to such units.

5. Rights of Mortgagees. Any first mortgagee who obtains title to a Unit pursuant to remedies provided in the mortgage or foreclosure of the mortgage or deed in lieu of foreclosure shall not be liable for such Unit's unpaid assessments accruing prior to the acquisition of title to such unit by such mortgagee (except to the extent that any uncollected assessments may be included in any subsequent budget or revision to a budget).

6. Initial Working Capital Fund. (a) Each purchaser of a Unit from the Declarant shall, at the time of conveyance by the Declarant, advance to the Association an amount equal to two (2) months installments of the regular assessments provided for in Section 1 of this Article 5, or such greater amount as is designated by the Board of Directors with notice of record. Amounts paid pursuant hereto are not to be considered as advance payments of installments of such regular assessments. Such working capital fund shall be kept in a segregated account.

(b) The monies deposited in this fund may be applied to meet common expenses of the Association during the five (5) year period commencing on the date of recordation of this Declaration. After this time, if funds remain therein, this fund may be terminated and the monies applied to reduce the regular assessments otherwise due and payable or this fund may be retained for use as a capital improvements reserve fund. Subject to the limitations set out in this subsection, the Board of Directors, by majority vote, shall decide upon the use of the monies deposited in this fund. The Board of Directors may, from time to time, levy an assessment to replenish this fund; provided, however, that the amount of the assessment shall not exceed two (2) months installments of the regular assessment multiplied by the number of Units.

7. First Assessment. Regular assessments shall be levied and installments thereon shall commence being due and payable on the date of recordation of the first instrument of conveyance pursuant to sale of a Unit.

8. Assessments Against Units Owned by Declarant. During the period of Declarant control of the Association under Section 703.15(2)(c) of the Wisconsin Statutes, no general assessments shall be assessed against any Unit owned by Declarant. During the period of Declarant control, however, the general assessments payable by any Unit Owner other than Declarant shall not exceed the amount that Unit Owner would be charged if Declarant's Units were subject to full general assessments, based on the annual operating budget then in effect. During the period of Declarant control, Declarant shall pay the deficit if the total general assessments payable by Unit Owners other than Declarant do not cover total common expenses. Furthermore, if the Association has established a statutory reserve account under Section 703.163 of the Wisconsin Statutes, (a) no reserve fund assessments shall be levied against any Unit until a certificate of occupancy has been issued for that Unit, and (b) payment of any reserve fund assessments against any unit owned by Declarant may be deferred until the earlier to occur of (i) the first conveyance of such Unit, or (ii) five years from the date exterior construction of the building in which the Unit is located has been completed.

ARTICLE 6
MAINTENANCE AND ALTERATION OF CONDOMINIUM

1. Unit Owner's Responsibility. The owner of each Unit shall at its cost: (a) perform routine maintenance, repair and replacement of all the components or installations within or used by the unit so that the same are in good condition, including but not limited to, all utility lines and installations, the heating and air conditioning system for the Unit, fixtures, appliances, interior surfaces of the perimeter walls of the Unit and all other walls within the Unit, flooring and ceilings, windows, window frames and doors, including all glass and locks in windows and doors; (b) paint and decorate all walls and surface areas of the Unit; (c) repair and replace any portion 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 Unit; (d) 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 (e) keep the patios, decks or balconies, if any, appurtenant to the Units in a clean and neat condition, clear of snow, ice and water. If repairs to Common Elements are required as a result of a Unit owner's actions as set forth in (a) – (e) herein, the Association shall have the right and obligation to repair such Common Element, but shall levy an assessment against the responsible Unit owner for all costs incurred therefor in excess of any insurance proceeds received and applicable thereto.

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

3. Changes by Owners. No Unit owner other than Declarant shall alter the Common Elements without the prior written consent of the Board of Directors.

4. Decorations; Signs. No Unit owner shall decorate or alter the exterior of a Unit or the Common Elements without the prior written consent of the Board of Directors. No owner of a Unit, except the Declarant, its successors and assigns, may erect, post or display posters, signs or advertising material on the Common Elements or at locations within a Unit which are visible from the Common Elements without the prior written consent of the Board of Directors. Where such consent is obtained, the permitted signs will be erected and maintained in accordance with all ordinances, rules and regulations applicable thereto. "Signs" as used herein shall be construed and interpreted in the broadest possible sense and shall include any placard, posters or other such devices as may be affixed to the interior of any exterior windows so as to be visible from the exterior of the Building. No awnings, enclosures, storm windows or doors shall be installed on patios or balconies. No grills shall be used or stored on patios, decks or balconies unless they are of a type using cover in place while in use. Patios, decks and balconies shall not be used for storage of

any kind, including but not limited to, the storage of motorcycles, baby carriages, bicycles or wagons nor shall patios, decks or balconies be used for the drying or airing of laundry, carpets, rugs or clothing.

5. Interior Divisions. A unit owner may erect or change non-structural walls and barriers within its Unit provided that such owner shall not affect the Common Elements or the structural soundness of the unit and provided further that if such improvements may affect the Common Elements or structural soundness, such owner must submit plans and specifications for such improvements to the Board of Directors for its approval as provided in Article 6, Section 7, at least sixty (60) days prior to the commencement of construction.

6. Structural Changes by Association. Except as reserved to the Declarant, its successors and assigns, the Association shall not make or permit any substantial alterations, modifications or additions of a structural nature or otherwise to the Common Elements or require replacement of windows without the affirmative vote of two-thirds (2/3) of the Board of Directors.

7. Approvals. The Association, acting through its Board of Directors, may approve or disapprove any proposal submitted to it pursuant to this Declaration, but shall apply any one or more of the following criteria in considering any such proposal and may apply any additional criteria as it may deem prudent: (I) matters of access and convenience to the other Units, (ii) requiring the written agreement of the Unit owner making any proposal to pay the costs of restoring the Common Elements affected by such proposal to their prior physical layout and condition upon the termination of such use, and (iii) requiring the written agreement of the owner of such Unit to pay a fair and reasonable monthly charge to the Association for any encroachment on Common Elements as a result of such proposal. The Association may at its discretion impose conditions upon its consent to any proposal. Approval by the Association of any proposal submitted herein shall be deemed to have been given if the presiding officer thereof so indicates in writing, or if the presiding officer fails to respond within sixty (60) days following written submission of proposals. The presiding officer or the Association may delegate the duties of review and / or processing to any other person as he/she / it may deem appropriate. The Association may also delegate the duty of approval to any other person it deems appropriate.

8. Easements for Utility Maintenance. There is hereby expressly reserved an easement for the Association to enter upon such portions of each Unit as is necessary for the installation, repair or replacement of water, electric or other mechanical systems where such systems service more than one Unit, provided that such entry shall be at reasonable times and upon reasonable notice, except in emergency, and provided that the Association shall pay all the costs thereof, unless otherwise expressly provided herein.

ARTICLE 7
RESTRICTIONS ON USE AND OCCUPANCY

1. Leases of Units. Any owner (including the Declarant) may enter into a lease of a Unit (each a "Lease") on such terms and conditions as it desires, subject to this Declaration, By-Laws, and such Rules and Regulations as are hereafter promulgated by the Board of Directors providing no lease shall be for a term of less than thirty (30) days. Each Lease shall contain a provision providing that the breach of any of the provisions of this Declaration, the By-Laws or Rules and Regulations of the Association shall also be a breach under the lease. The Association reserves a right of enforcement under all leases for breaches of the Declaration, By-laws or Rules and Regulations. Unit owners shall provide the Association with a current tenant list with the name, address and telephone number of each tenant. No rooms in any Unit may be rented and no transient tenants shall be accommodated.

2. Pets. No reptiles or un-caged birds shall be permitted within the Condominium. Unit owners may keep no more than two (2) pets per Unit; provided, however, that:

(i) the pet is under twenty-six inches (26") in height when measured from the base of its fore-paw to the top of the corresponding shoulder;

(ii) the pet is not permitted on any of the Common Elements while unattended or unleashed;

(iii) the individual attending the pet immediately disposes of any and all of the pet's solid waste in a manner prescribed by the Association.

(iv) the owner of the pet complies with such rules of pet ownership as may be promulgated by the Association; and

(v) the pet must immediately and permanently be removed from the Condominium if, in the sole judgment of the Board of Directors, any pet is or becomes offensive, a nuisance or harmful in any way to the Condominium or those owning or occupying therein, or otherwise violates the terms of this paragraph 3 or rules promulgated under subparagraph (iv).

Any and all costs of repairing damage caused by a pet shall be borne by its owner. Any owner failing to comply with this Section shall, absent unusual circumstances under which the Board of Directors determines that some lesser or other remedial action is appropriate, be assessed a monthly pet fee in an amount of Five hundred Dollars ($500.00) per month or part thereof until the owner has complied. Such fee may be collected in the same manner as assessments under Article 5 hereof. Notwithstanding anything to the contrary herein, possession of pets on the Condominium shall not be considered a property right.

3. No Obstructions. No owner shall cause or permit the Common Elements to be used as to deny to others the full use of the Common Elements. Accordingly, there shall be no obstruction of any Common Elements, other than for temporary parking of motor vehicles in the outdoor parking spaces on the Condominium and other than as may necessary in connection with the construction or reconstruction of any building on the Condominium. Junked, inoperative or unlicensed vehicles shall not be permitted anywhere on the Condominium. Trailers, vans, trucks, campers, camping trucks, house trailers, boats, boat trailers, motorcycles, mopeds, motorized bicycles, snowmobiles or land vehicles or the like shall not be stored, parked or placed on the Condominium except in such places and at such times as the Board of Directors may permit by rules promulgated relative to such storage, parking or placement. No vehicle shall occupy, park upon or otherwise block access to or exit from another Unit or the approach thereto. No maintenance or lubrication of any vehicle shall be permitted anywhere on the Condominium. No playground, bicycle racks or other obstructions may be placed on the Common Elements except as the Board of Directors permits by rules promulgated relative to such placement.

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

5. Antennas No antennas, aerials or cable for television or radio reception shall be erected or installed on or in any roof or any other portion of the Condominium, except any community antennas or cable receivers erected by Declarant or its successors or assigns or by the Association and except any individual antennas erected or installed with the prior written consent of the Board of Directors.

6. Temporary Structures. No structure, trailer, tent, shack or barn, temporary or otherwise, except for those maintained by Declarant and its successors and assigns, shall be placed or maintained on any portion of the Condominium.

7. Encroachments. If any portion of the Common Elements encroaches upon a Unit or any Unit encroaches upon the Common Elements or upon any other unit or if any utility lines encroach upon either the Common Elements or a Unit, a valid easement for the encroachment and for the maintenance of the same shall exist for the duration of the encroachment, except that if such encroachment is the result of a change to the Unit or Common Elements effectuated by an owner or occupant after the date on which the particular building containing the Unit was submitted to the Act and this Declaration, then no easement shall exist unless the procedures and approvals provided in Article 6, Section 7 hereof have been followed and obtained. Minor encroachments of parts of the Common Elements and utility lines due to

reconstruction of a part or all of a building shall be permitted and a valid easement for such encroachments and the maintenance thereof shall exist from the Unit owners.

8. Mutual Enjoyment. Each Unit owner shall have the right to use its unit in accordance with this declaration and applicable law, free from unreasonable interference with the peaceful possession and operation thereof and conduct of residential rentals therein and free from immoral, improper, unreasonably annoying or offensive activity by the conduct of each other unit owner.

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

10. Further Easements. The Association may grant easements over or through the Common Elements for such purposes as it deems reasonable for the benefit of the unit owners.

11. Aesthetic and Safety Regulation. The Association may require uniform treatment of windows or, in appropriate circumstances, repair or replacement of a window at Association cost.

12. Airport Proximity. The Developer acknowledges the location of the Hartford Municipal Airport, in proximity to Bridlewood Condominium and the potential for the airport to expand in conformance with adopted Airport Layout Plans (ALPs) or any plans prepared by the Southeastern Wisconsin Regional Planning Commission (SEWRPC), and/or the State of Wisconsin Bureau of Aeronautics, and the City of Hartford. In addition to informing any third party acquiring ownership of the airport's location in relation to the development, the Developer acknowledges his prior grant of an "Aviation noise Easement, Height limitation Declaration, and Non-Suit Covenant" (hereinafter the "Covenant") for the real property described in Exhibit "A".

13. Use of Unit for Single-family Residential Purposes. Each Unit shall be used for single-family residential purposes and for no other purpose unless otherwise authorized by the Board of Directors of the Association prior to the commencement of such use.

ARTICLE 8
RECONSTRUCTION AFTER LOSS

1. Reconstruction. In the event of fire, casualty or any other disaster affecting one or more of the Units or other improvements on the Condominium (the "Damaged Premises"), the Damaged Premises shall be reconstructed and repaired, unless otherwise provided herein. Reconstruction and repair as used herein shall mean restoring the Damaged premises to at least the same condition they were in prior to the fire, casualty or disaster; provided that the internal non-stress bearing improvements within a Unit need not be restored in the same location or constructed of the same materials or design. The Association shall undertake to cause such reconstruction and repair to be accomplished within a reasonable period of time. Perpetual easements are hereby reserved to the Association for the reconstruction or repair contemplated herein.

2. Insufficient Insurance Proceeds. If the insurance proceeds are insufficient to reconstruct or repair the Damaged Premises, then:

(a) The entire Condominium shall be subject to an action for partition upon obtaining the written consent of the Unit owners having 75% or more of the votes in the Association. In the case of partition, the net proceeds of sale of the entire Condominium (which the Association may in its discretion determine to sell as a whole or in parts) together with any net proceeds of insurance shall be considered as one fund ("Partition Proceeds") and shall be divided among all Unit owners in proportion to their respective Interests.

(b) If the consent required under subparagraph (a) above is not obtained within thirty (30) days from the date of the loss, then the Damaged Premises shall be reconstructed and repaired by the Association with the insurance proceeds and, subject to Section 3 hereof, all Units shall be assessed for the deficiency in proportion to their Interests. The provisions of Article 5 shall apply to all assessed for any deficiency.

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

ARTICLE 9
INSURANCE

1. Association Insurance. The Association shall obtain and continue in effect comprehensive general public liability insurance for occurrences on the Common Elements and insurance coverage on all buildings on the Condominium, excluding the contents and / or furnishings therein ("Association Insurance"). The Board of Directors may also obtain such other insurance as it shall determine from time to time to be desirable. Except as above, the Association shall not obtain coverage's in favor of the Units or their occupants, although Unit owners are required to do so under Section 8 hereof. In no event shall a Unit owner be entitled to exercise its right to maintain insurance coverage for its Unit or contents or furnishings therein in such a way as to result in the decrease of the amount which the Association may realize as trustee under Association Insurance.

2. Coverage of Association Insurance. The Association Insurance shall be in an amount equal to the maximum insurable replacement value, with an "agreed amount" and a "condominium replacement cost" endorsement, without deduction of allowance for depreciation, which amount shall be examined periodically. Such insurance shall afford protection against loss or damage by fire and such hazards covered by a standard extended coverage endorsement and such other risks or hazards as from time to time shall be customarily covered with respect to buildings similar in construction, location and use.

3. Proceeds. Association Insurance shall be for the benefit of the Association and the owners of Units and their mortgagees as their interests may appear; provided, however, all proceeds payable thereunder shall be paid to the Association as trustee for the owners of Units and their mortgagees for the purpose provided in Article 9 hereof. In the case of proceeds from liability coverage, the same shall be applied as the Association directs.

4. Cost; Procedure. 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 of the use of any Unit shall be an expense solely of such Unit owner. A complete insurance appraisal of each building on the Condominium shall be made at least once every three years.

5. Waiver. The Association and each Unit owner hereby expressly waive any claim it or they may have against the other for any loss insured under any policy obtained by the Association, however caused, including such losses as may be due to negligence of such other party, its agents or employees. All such policies of insurance shall contain a provision that they are not invalidated by the foregoing waiver,

but such waiver shall cease to be effective if the existence thereof precludes the Association from obtaining any such policy.

6. Acts Affecting Insurance. No Unit owner or occupant shall commit or permit any violation of covenants or agreements contained in any of the policies of insurance obtained by the Association, 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, or (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, unless, in the case of such increase, the Unit owner responsible for such increase shall pay the same. If the rate of premium payable with respect to the Association Insurance or with respect to any policy or insurance carried by any Unit owner shall be increased over the rate charged for the lowest-rated Unit, (a) by reason of anything that is done or kept in a particular Unit, or (b) as a result of the failure of any Unit owner or any occupant of a Unit to comply with the requirements of the Association Insurance, or (c) as a result of the failure of any such Unit owner or occupant to comply with any of the other terms and provisions of this Declaration or the By-Laws, then the Unit owner of that particular Unit shall reimburse the Association and such other Unit owners individually for the resulting additional premiums which shall be payable by the Association or such other Unit owners, as the case may be. The amount of any such reimbursement due the Association may without prejudice to any other remedy of the Association be enforced by assessing the same to that particular Unit pursuant to the By-Laws.

7. Exclusions From Coverage. Notwithstanding anything to the contrary herein, the insurance coverage obtained by the Association shall exclude (i) any coverage on any personal property located within or appertaining to the exclusive use of a Unit, including but not limited to, appliances, water heat, drapes, carpeting, wall coverings, equipment and fixtures; and (ii) any liability coverage on a Unit owner, its guests, invitees, employees or any other occupants of such Unit, arising out of any and al occurrences and happenings within a Unit and/or relating in any way whatsoever to any and all personal property. It is the sole responsibility of each Unit owner to obtain such insurance coverages as are excluded from the insurance coverage obtained by the Association.

8. Unit Owner Obligations. Each owner or occupant of a Unit shall present to the Association, at least annually, certificates of insurance showing coverage by a reputable insurance carrier in an amount acceptable to the Association for comprehensive general public liability insurance, fire and extended coverage, and for such other coverages as the Association may require.

ARTICLE 10
CONDEMNATION

1. Definition. The phrases "taking" and "condemnation" include any sale in settlement of any pending or threatened condemnation proceeding.

2. Right of Appeal. Each Unit owner shall have the right of appeal of the necessity of the taking and of the condemnation award with respect to its Unit. The Association shall have the exclusive right of appeal of the necessity of the taking and of the condemnation award with respect to the Common Elements. An appeal by the Association or such owner shall be binding upon all the owners affected thereby.

3. Allocation of Award. Any damages for a taking shall be awarded as follows:

(a) Each Unit owner is entitled to the entire award for the taking of all or part of its respective Unit and for consequential damages to its Unit.

(b) In the event no reconstruction is undertaken as below, any award for the taking of Common Elements shall be allocated to all Unit owners in proportion to their respective Interests.

4. Reconstruction After Taking. Following the taking of all or a part of the Common Elements, the Association shall promptly undertake to restore the improvements of the Common Elements to an architectural whole compatible with the existing structure. Any costs of such restoration in excess of the condemnation award shall be a common expense payable in accordance with Article 8, Section 2(b) hereof. If the taking diminishes the Condominium to the extent that reconstruction or restoration is not practical in the opinion of the Association, the entire Condominium shall be subject to an action for partition upon obtaining the written consent of the Unit owners having 75% or more of the vote. In the case of partition, the net proceeds of sale of the Condominium, together with any net proceeds of the award for taking, shall be considered as one fund and shall be divided among all Unit owners in accordance with Article 8, Section 2(a) hereof. If such consent is not obtained within thirty (30) days of the decision of the Association, then reconstruction shall take place in accordance with Article 8, Section 3 hereof.

5. Adjustment of Interests and Votes. The Interests and the sharing of common expense under Article 3 hereof and the votes under Article 4 hereof appertaining to the remaining Units shall be adjusted after the taking of a Unit in the same manner as set forth in Article 12, Section 2 hereof. A partial taking of a Unit shall not include the Interest or the votes appurtenant to the Unit. The Association shall cause the recordation of an amendment hereto which discloses the nature of the taking and the adjustments hereunder.

ARTICLE 11
AMENDMENT OF DECLARATION

1. Procedure. Except as otherwise provided herein, this Declaration may only be amended by the written consent of Unit owners representing at least 67% or more of the total allocated votes of the Association. A Unit owner's written consent is not effective unless it is approved by the mortgagee of the Unit, if any. Any amendment to this Declaration shall be prepared and executed by the presiding officer of the Association and shall become effective when recorded in the Office of the Register of Deeds for Washington County, Wisconsin. No action to challenge the validity of an amendment shall be commenced more than one (1) year after the amendment is recorded. No amendment shall adversely affect a special right reserved to Declarant without Declarant's consent.

2. Limitations on Certain Amendments. In addition to complying with Section 1 above, the approval of holders of mortgages on Units which have at least Fifty-one Percent (51%) of the votes of Units subject to mortgages, shall be required to add or amend any material provisions of this Declaration, the Articles, By-Laws or Rules and Regulations which established, provide for, govern or regulate any of the following:

a. Voting rights;
b. Assessments, assessment liens or subordination of such liens;
c. Reserves for maintenance, repair and replacement of the Common Elements;
d. Insurance or fidelity bonds;
e. Responsibility for maintenance and repair;
f. Expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the condominium;
g. Boundaries of any Unit;
h. Reallocation of interests in the Common Elements or rights to their use;
i. Convertibility of Units into Common Elements or of Common Elements into Units;
j. Leasing of Units;
k. Imposition of any restriction on a Unit owner's right to sell or transfer his or her Unit;
l. Establishment of self-management of the Condominium;
m. Any provisions that expressly benefit mortgage holders, insurers or guarantors;
n. Restoration or repair of the Condominium (after a hazard damage or partial condemnation) in a manner other than as specified herein;

o. Any action to terminate the legal status of the Condominium after substantial destruction or condemnation occurs; and

p. Insurance or fidelity bonds.

3. Approval. A Unit owner, or a Mortgage holder in the cases of an amendment to correct a technical error or any amendment not described in Section 2 above or in Article 12, Section 2 hereof, who receives a written request to approve additions or amendments who does not delivery or post to the requesting party a negative response within thirty (30) days shall be deemed to have approved such request.

4. VA Approval. If any Unit is subject to a mortgage owned or guaranteed under the U.S. Veterans Administration Programs, then the condominium regime created hereunder may not be amended or merged with a successor regime without prior written approval in accordance with regulations implementing such program.

5. Designated Notice. The Secretary of the Association shall furnish a copy of any amendment to this Declaration to the Clerk of the City.

ARTICLE 12
RIGHTS OF MORTGAGE HOLDERS

1. Notice. Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor of a Unit mortgage and the Unit number or address, any such mortgage holder, insurer or guarantor will be entitled to timely written notice of:

(a) Any condemnation or casualty loss which 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 owned by the owner of any 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 breach;

(c) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and

(d) Any proposed action which would require the consent of a specified percentage of eligible mortgage holders as specified below or in Article 11 hereof.

2. Other Provisions. Mortgage holders shall also be afforded the following rights:

(a) 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 holders of mortgages on Units which have at least Fifty-one Percent (51%) of the votes of Units subject to mortgages.

(b) Any election to terminate the Condominium after substantial destruction or a substantial taking in condemnation of the Property must require the approval of holders of mortgages on Units which have at least Fifty-one Percent (51%) of the votes of Units subject to mortgages.

3. Definition. For purposes of this Declaration and the Association's By-Laws, the terms "Mortgagee" or "Mortgage holder" shall be defined as limited to holders of a first lien mortgage and first land contract vendors. Persons described by such definition are required to register with the Association in order to claim a right to notice under this Declaration and By-Laws.

ARTICLE 13
RIGHTS OF DECLARANT

1. Control of Association.

(a) Until the earlier of the expiration of five (5) years from the date that the first Unit is conveyed to any person other than Declarant, or thirty (30) days after the conveyance of 75% of the Interests to purchasers, Declarant, or its successors and assigns, acting along shall have the right to appoint and remove officers of the Association.

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

(c) Prior to conveyance of 50% of the Interests to purchasers, the Association shall hold a meeting and the Unit owners other than Declarant shall elect at least 33 1/3% of the Board of Directors, including the director elected under (b) above. For example, if the Board is comprised of three (3) Directors, the election of one (1) director pursuant to subsection (1)(b) herein shall also satisfy the requirements of this subsection.

(d) For purposes of the foregoing sections, the Interests in the Condominium shall be based upon 48 Units without regard to whether Declarant has yet subjected the Condominium to expansion or constructed such Units.

2. Other Rights. Pending the sale of all Units on the condominium, including any Units on the Expansion Real Estate described in Article 18, Declarant or its successors and assigns, acting along:

(a) may, but shall not be obligated to, manage and operate the Condominium in accordance with the provisions of this Declaration, including the right to contract for professional management of the Condominium;

(b) may use the Common Elements and any unsold Units on the Condominium in any manner as may facilitate the sale or leasing of all Units thereon, including, but not limited to, in connection therewith, maintaining a sales and/or rental office or offices and models and showing the Condominium or maintaining signs;

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

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

ARTICLE 14
REMEDIES FOR VIOLATION BY UNIT OWNER

If any Unit owner fails to comply with the Act, this Declaration or the By-Laws, such Unit owner shall be liable for damages or any other remedy provided by the By-Laws or subject to injunctive relief, or all of the above, as a result of such non-compliance, by the Association or in a proper case, by an aggrieved Unit owner.

ARTICLE 15
SERVICE OF PROCESS

Service of process shall be made on William A. Patch, Bridlewood, LLC, 11501 W. North Avenue, Wauwatosa, Wisconsin 53226. Any change in the person or location for the service of process designated by the Association shall become effective upon the recording of notice thereof in the Office of the Register of Deeds for Washington County, Wisconsin.

ARTICLE 16
RIGHT OF ENTRY

A right of entry to the Units as reserved by Article 6, Section 8 shall exist for the owners thereof or their agents or any person authorized by the Association for the purposes provided in such Article provided request for entry is made in advance and at a convenient time for the Member. However, in case of emergency, entry of a Unit may be made immediately, whether the owner or occupant of the Unit is or is not present and without liability to the Unit owner, the Association or its agents. Any damage or loss caused as a result of such emergency entry shall be at the sole expense of the Unit owner if, in the reasonable judgment of those authorizing the entry, such entry was for emergency purposes.

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.

2. Captions. The captions and Article headings herein are intended only as matters of convenience and for reference and in no way define or limit the scope or intent of the various provisions hereof.

3. Severability. If any provision, or any part thereof, of this Declaration or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Declaration, or the application of such provision, or any part thereof, to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby. Each provision, or any part thereof, of this Declaration shall be valid, and be enforced, to the fullest extend permitted by law.

4. Acceptance of Deed. By acceptance of a deed of conveyance of a Unit from Declarant, the grantee of such Unit and each successor in title to such Unit or an interest therein shall, in the event of the occurrence of any or all of the events specified in Article 11, be deemed to consent and agree to the action so taken. Each such grantee of a Unit and each successor in title to such Unit or an interest therein, hereby constitutes and appoints Declarant, its successors and assigns, as its true and lawful attorney (i) to execute, deliver and record on behalf of the grantee and each successor in title to such Unit or an interest therein, such instruments, if any, as may be required to effect such action, and (ii) to do all other things necessary to accomplish the action so taken.

5. Successors and Assigns. All rights and benefits reserved or covenanted in favor of the Declarant under this Declaration shall inure to the benefit of and be binding upon its successors and assigns. Any reference in this declaration to the "successors and assigns" of Declarant shall be deemed to refer only to such person or entity to whom Declarant has expressly assigned all of said rights and benefits by an instrument in writing specifically identifying the rights and benefits so assigned.

ARTICLE 18
EXPANDABLE CONDOMINIUM

Declarant hereby reserves the right for a period of up to ten years from the date of the recording of this Declaration to expand the Condominium to include the lands legally described on Exhibit C (the "Expansion Area") as shown on the plat of survey attached hereto as Exhibit A. Declarant shall have the right, but not the obligation, to add up to an additional thirty-one (31) residential buildings consisting of seventeen (17) two-family buildings, three (3) four-family buildings, two (2) six-family buildings, and nine (9) eight-family buildings. Declarant may develop a portion and not all of the Expansion Area and Units contemplated herein. The maximum number of Units to be added shall be 130. If the Condominium is expanded, each Unit and its owner shall have an undivided interest in common with all other Units and Unit owners in the common and limited common elements of the Condominium, as expanded, and said interest shall be equal to the number "1" divided by the total number of Units included in the Condominium, as expanded, and each Unit owner shall have one vote in matters relating to the Association.

Executed at Wauwatosa, Wisconsin, this 2nd day of August, 2005.

Bridlewood, LLC

By: _____
William A. Patch, Managing Member

~~Signature of William A. Patch authenticated this _____ day of _____, 20__.~~

~~By: _____~~

ACKNOWLEDGMENT

STATE OF WISCONSIN
ss
WAUKESHA COUNTY

Personally came before me this 2nd day of August, 2005, the above named WILLIAM A. PATCH, to me known to be the person who executed the foregoing instrument and acknowledge the same.

_____
Janice M. Becker, Notary Public,
State of Wisconsin.
My commission expires 9/14/08.

EXHIBIT A
SITEMAP AND SURVEY
& LEGAL DESCRIPTION
FOR
BRIDLEWOOD CONDOMINIUM

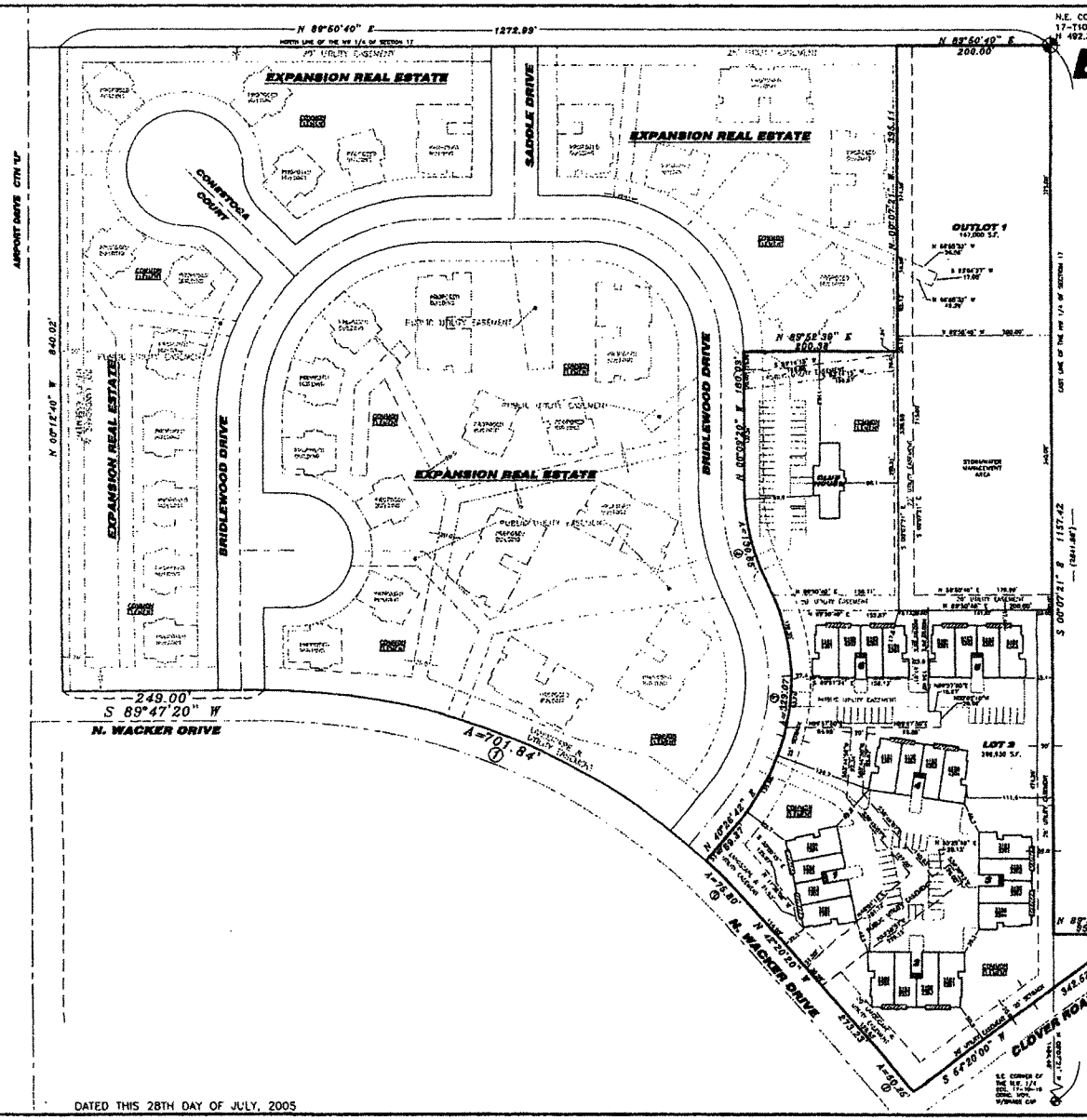
LEGAL DESCRIPTION

ALL OF OUTLOT 1 AND A PART OF LOT 2 OF BRIDLEWOOD, A SUBDIVISION WHICH IS A REDIVISION OF ALL OF PRAIRIE CROSSING III, BEING A SUBDIVISION OF PART OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 17 AND THE NORTHEAST ¼ AND SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 17 ALL IN TOWN 10 NORTH, RANGE 18 EAST, CITY OF HARTFORD, WASHINGTON COUNTY, WISCONSIN.

COMMENCING AT THE MOST EASTERLY CORNER OF SAID LOT 2, SAID POINT OF BEGINNING OF LANDS HEREINAFTER DESCRIBED; THENCE SOUTH 54°20'00" WEST ALONG THE NORTHWESTERLY LINE OF CLOVER ROAD, 342.52 FEET TO A POINT OF CURVE; THENCE NORTHWESTERLY 50.25 FEET ALONG THE ARC OF SAID CURVE AND THE NORTHERLY LINE OF WACKER DRIVE, WHOSE CENTER LIES TO THE SOUTHWEST, WHOSE RADIUS IS 715.00 FEET AND WHOSE CHORD BEARS NORTH 40°19'31.5" WEST, 50.24 FEET TO A POINT; THENCE NORTH 42°20'20" WEST, 273.23 FEET TO A POINT OF CURVE; THENCE NORTHWESTERLY 75.80 FEET, ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHWEST, WHOSE RADIUS IS 840.00 FEET, AND WHOSE CHORD BEARS NORTH 44°55'26" WEST, 75.77 FEET TO A POINT; THENCE NORTH 40°26'42" EAST, 69.37 FEET TO A POINT; THENCE NORTHEASTERLY 329.07 FEET ALONG THE ARC OF SAID CURVE, WHOSE CENTER LIES TO THE NORTHWEST, WHOSE RADIUS IS 280.00 FEET, AND WHOSE CHORD BEARS NORTH 06°46'37" EAST, 310.45 FEET TO THE POINT IN A CURVE; THENCE NORTHWESTERLY 130.65 FEET ALONG THE ARC OF SAID CURVE, WHOSE CENTER LIES TO THE NORTHEAST, WHOSE RADIUS 280.00 FEET, AND WHOSE CHORD BEARS NORTH 13°31'24" WEST, 129.47 FEET TO A POINT; THENCE NORTH 00°09'20" WEST, 180.09 FEET TO A POINT; THENCE NORTH 89°52'39" EAST, 200.38 FEET TO A POINT; THENCE NORTH 00°07'21" EAST, 395.11 FEET TO A POINT; THENCE NORTH 89°50'40" EAST, 200.00' TO A POINT ON THE EAST LINE OF THE NORTHWEST 1/4 OF SECTION 17; THENCE SOUTH 00°07'21" EAST ALONG SAID SECTION LINE; 1157.42 FEET TO A POINT; THENCE NORTH 89°57'15" EAST, 95.44 FEET TO THE POINT OF BEGINNING.

CONTAINING 9.60 ACRES MORE OR LESS.

(SEE SITEMAP AND SURVEY ON FOLLOWING 2 PAGES)



BRIDLEWOOD CONDOMINIUM

WASHINGTON COUNTY, WISCONSIN

BEING A REDIVISION OF ALL OF OUTLOT 1 AND A PART OF LOT 2 OF BRIDLEWOOD, A SUBDIVISION WHICH IS A REDIVISION OF ALL OF PRAIRIE CROSSING III, BEING A SUBDIVISION OF PART OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 17, AND THE NORTHEAST ¼ AND SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 17, ALL IN TOWN 10 NORTH, RANGE 18 EAST, CITY OF HARTFORD, WASHINGTON COUNTY, WISCONSIN.

NOTE:
ALL COMMON ELEMENTS SHALL CONSIST OF ALL THE CONDOMINIUM LAND, IMPROVEMENTS AND APPURTENANCES. ALL SIDEWALKS, BIKE PATHS, COMMON LAWN AND LANDSCAPE AREAS. ACCESS DRIVEWAYS, GAZEBOS, CLUBHOUSE AND ALL OTHER PARTS OF THE CONDOMINIUM NECESSARY OR CONVENIENT FOR THE EXISTENCE, MAINTENANCE AND SAFETY OF THE CONDOMINIUM OR NORMALLY IN COMMON USE BY THE UNIT OWNERS AND LEASEES; EXCEPT THE INDIVIDUAL UNITS AND ALL AREAS FURTHER DEFINED AS LIMITED COMMON ELEMENTS.

LIMITED COMMON ELEMENTS SHALL CONSIST OF THOSE ELEMENTS CONTIGUOUS TO A UNIT AND WHICH ARE RESERVED FOR THE EXCLUSIVE USE AND BENEFIT OF THAT UNIT; IDENTIFIED AS THE CONNECTING SIDEWALK BETWEEN THE DRIVEWAY AND THE FRONT PORCH, THE FRONT PORCH STOOPS, ALL WINDOWS, ENTRY DOORS AND GARAGE DOORS AND EXTERIOR SURFACES OF ROOMS AND WALLS, ALL ELECTRIC, TELEPHONE COMMUNICATION, GAS, WATER AND SEWER LINES OR PIPES WITHIN AND LEADING TO EACH UNIT. ALL INTERIOR SURFACES, THAT PORTION OF EACH DRIVEWAY LEADING TO EACH UNIT'S GARAGE, ALL PATIOS AND DECKS.

FLOOR PLANS HAVE BEEN PREPARED USING MEASUREMENTS OF BUILDINGS FROM ARCHITECTURAL PLANS, AND EXISTING PHYSICAL BOUNDARIES OF ANY UNIT OR COMMON ELEMENT CONSTRUCTED OR RECONSTRUCTED IN SUBSTANTIAL CONFORMITY WITH THE CONDOMINIUM PLAT SHALL BE CONCLUSIVELY PRESUMED TO BE ITS BOUNDARIES. REGARDLESS OF THE SHIFTING, SETTLEMENT OR LATERAL MOVEMENT OF ANY BUILDING REGARDLESS OF MINOR VARIATIONS BETWEEN PHYSICAL BOUNDARIES AS DESCRIBED IN THE DECLARATION OF SHOWN ON THE CONDOMINIUM PLAT AND THE ACTUAL PHYSICAL BOUNDARIES OF ANY SUCH UNIT OR COMMON ELEMENT AS FINALLY CONSTRUCTED.

BUILDING DIMENSIONS LOCATED ON SHEET 3+4.

WISCONSIN
NORBERT F. STACHOWSKI
S-1480
HARTLAND, WIS.
SURVEYOR

OWNER:

BRIDLEWOOD L.L.C.
11501 W. NORTH AVENUE
WAUWATOSA, WI 53226

INDICATES LIMITED COMMON ELEMENTS

INDICATES COMMON ELEMENTS

THIS PLAT IS A CORRECT REPRESENTATION OF THE CONDOMINIUM DESCRIBED AND THE IDENTIFICATION AND LOCATION OF EACH UNIT AND COMMON ELEMENT CAN BE DETERMINED FROM THE PLAT.

LAND TECH ENGINEERING, INC.
LAND PLANNING • ENGINEERING CONSULTING
720 INDUSTRIAL COURT, SUITE B, HARTLAND, WI 53029
(262) 367-7900

DATED THIS 28TH DAY OF JULY, 2005

JOB# 01080 EXHIBIT A PAGE 1 OF 4

BRIDLEWOOD CONDOMINIUM

WASHINGTON COUNTY, WISCONSIN

BEING A REDIVISION OF ALL OF OUTLOT 1 AND A PART OF LOT 2 OF BRIDLEWOOD, A SUBDIVISION WHICH IS A REDIVISION OF ALL OF PRAIRIE CROSSING III, BEING A SUBDIVISION OF PART OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 17, AND THE NORTHEAST ¼ AND SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 17, ALL IN TOWN 10 NORTH, RANGE 18 EAST, CITY OF HARTFORD, WASHINGTON COUNTY, WISCONSIN.

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CONTAINING 9.60 ACRES MORE OR LESS.

REAL ESTATE EXPANSION LEGAL DESCRIPTION

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COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1, SAID POINT OF BEGINNING OF LANDS HEREINAFTER DESCRIBED; THENCE NORTH 00°12'40" WEST, 840.02 FEET TO A POINT; THENCE NORTH 89°50'40" EAST, 1072.99 FEET TO A POINT; THENCE SOUTH 00°07'21" EAST, 395.11 FEET TO A POINT; THENCE SOUTH 89°52'39" WEST, 200.38 FEET TO A POINT; THENCE SOUTH 00°09'20" EAST, 180.09 FEET TO A POINT; THENCE SOUTHEASTERLY 130.65 FEET ALONG THE ARC OF SAID CURVE, WHOSE CENTER LIES TO THE NORTHEAST, WHOSE RADIUS 280.00 FEET, AND WHOSE CHORD BEARS SOUTH 13°31'24" EAST, 129.47 FEET TO A POINT; THENCE SOUTHWESTERLY 329.07 FEET ALONG THE ARC OF SAID CURVE, WHOSE CENTER LIES TO THE NORTHWEST, WHOSE RADIUS IS 280.00 FEET, AND WHOSE CHORD BEARS SOUTH 06°46'37" WEST, 310.45 FEET TO A POINT; THENCE SOUTH 40°26'42" WEST, 69.37 FEET TO A POINT; THENCE NORTHWESTERLY 701.84 FEET ALONG THE ARC OF SAID CURVE, WHOSE CENTER LIES NORTHEAST, WHOSE RADIUS IS 840.00 FEET, AND WHOSE CHORD BEARS NORTH 68°51'35" WEST, 611.65 FEET TO A POINT; THENCE SOUTH 89°47'20" WEST, 249.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 20.3 ACRES MORE OR LESS.

STATE OF WISCONSIN)
) ss
COUNTY OF WASHINGTON)

I, NORBERT 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 EXHIBIT "A", PAGE 1, WHICH IS ATTACHED TO THE ABOVE AND FOREGOING DECLARATION, IS AN ACCURATE COPY OF THE CONDOMINIUM AS PLANNED AND DEVELOPED AND AS FILED WITH THE APPROPRIATE GOVERNMENTAL AND PUBLIC AGENCIES HAVING JURISDICTION OVER THE ISSUANCE OF PERMITS FOR THE CONSTRUCTION OF BUILDINGS, WHERE APPLICABLE, IN SAID CONDOMINIUM.

3. THAT EXHIBIT "A", PAGE 2 IS THE LEGAL DESCRIPTION OF BRIDLEWOOD CONDOMINIUM.

4. THAT EXHIBIT "A", PAGES 3 AND 4 SHOW THE FLOOR PLANS OF THE RESPECTIVE UNITS; THAT THE UNIT NUMBERS SHOWN ON PAGE 3 ARE THE UNIT NUMBERS DESIGNATING EACH UNIT IN BUILDING 1 THROUGH 6. BUILDINGS 1 THROUGH 6 ARE IDENTICAL. THE AREA OF THE UNITS ARE AS FOLLOWS:

UNITS 1101, 2101, 3101, 4101, 5101 & 6101 AND 1104, 2104, 3104, 4104, 5104 & 6104: ±1,213 SQUARE FEET
UNITS 1102, 2102, 3102, 4102, 5102 & 6102 AND 1103, 2103, 3103, 4103, 5103 & 6103: ±1,208 SQUARE FEET
UNITS 1201, 2201, 3201, 4201, 5201 & 6201 AND 1202, 2202, 3202, 4202, 5202 & 6202: ±1,571 SQUARE FEET
UNITS 1203, 2203, 3203, 4203, 5203 & 6203 AND 1204, 2204, 3204, 4204, 5204 & 6204: ±1,560 SQUARE FEET

5. THAT THE PLAT IS A CORRECT REPRESENTATION OF THE CONDOMINIUM DESCRIBED AND THE IDENTIFICATION AND LOCATION OF EACH UNIT AND THE COMMON ELEMENTS CAN BE DETERMINED FROM THE PLAT.

NORBERT F. STACHOWSKI, S-1480 DATE: JULY 28, 2005

WISCONSIN NORBERT F. STACHOWSKI S-1480 HARTLAND, WIS. LAND SURVEYOR

CURVE DATA

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	DELTA	CHORD BEARING	TAN BEARING	TAN BEARING
1	715.00	50.25	50.24	4°01'37"	N40°19'31.5"W	N42°20'20"W	N38°18'43"W
2	840.00	75.80	75.77	5°10'12"	N44°55'26"W	N42°30'32"W	N42°20'20"W
3	280.00	329.07	310.45	67°20'10"	N06°46'37"E	N40°26'42"W	N26°53'28"W
4	280.00	130.65	129.47	26°44'08"	N13°31'24"W	N00°09'20"W	N26°53'28"W

THERE ARE NO OBJECTIONS TO THIS PLAT WITH RESPECT TO SEC. 703.115 WIS. STATS.

_____ CERTIFIED, _____, 20____
BRIAN W. BRAITHWAITE, WASHINGTON COUNTY REAL ESTATE PROPERTY LISTER

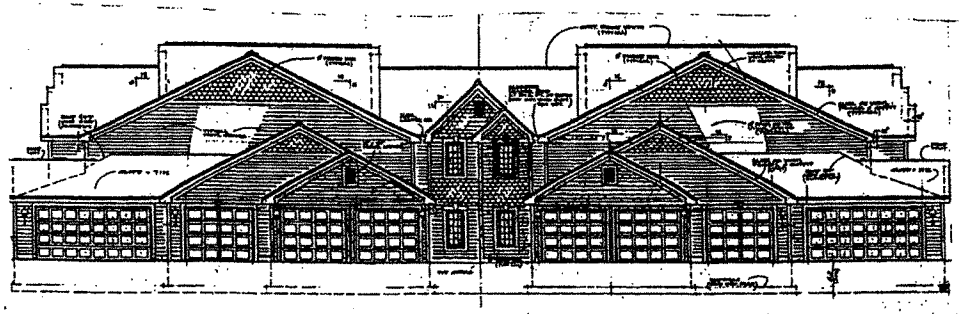
DATED THIS 28TH DAY OF JULY, 2005

LAND TECH ENGINEERING, INC.
LAND PLANNING • ENGINEERING CONSULTING
720 INDUSTRIAL COURT, SUITE B, HARTLAND, WI 53029
(262) 367-7989

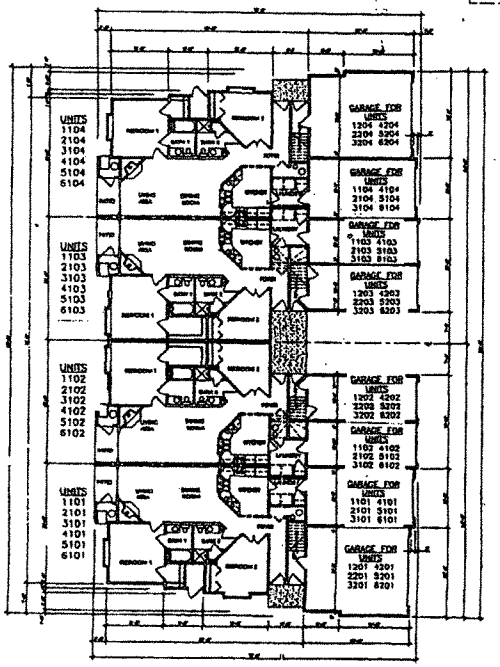
BRIDLEWOOD CONDOMINIUM

WASHINGTON COUNTY, WISCONSIN

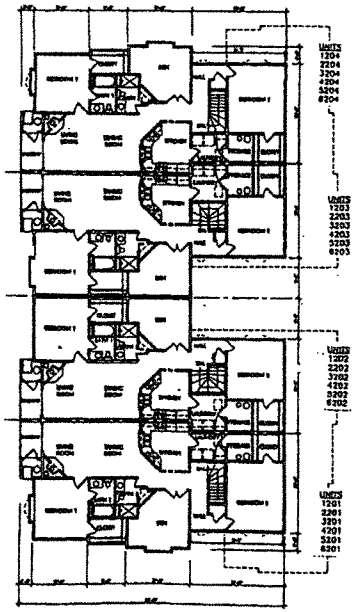
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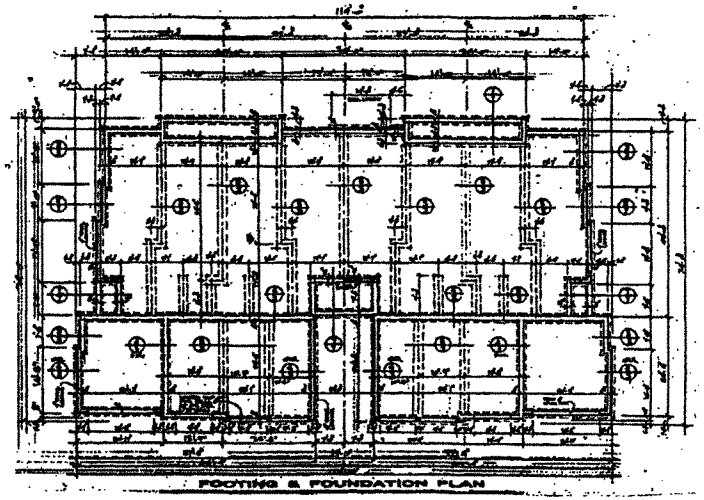
FRONT ELEVATION



FIRST FLOOR



SECOND FLOOR



FOOTING & FOUNDATION PLAN

WISCONSIN
NORBERT F. STACHOWSKI
S-1480
HARTLAND, WIS.

THIS PLAT IS A CORRECT REPRESENTATION OF THE CONDOMINIUM DESCRIBED AND THE IDENTIFICATION AND LOCATION OF EACH UNIT AND COMMON ELEMENT CAN BE DETERMINED FROM THE PLAT.

DATED THIS 28TH DAY OF JULY, 2005

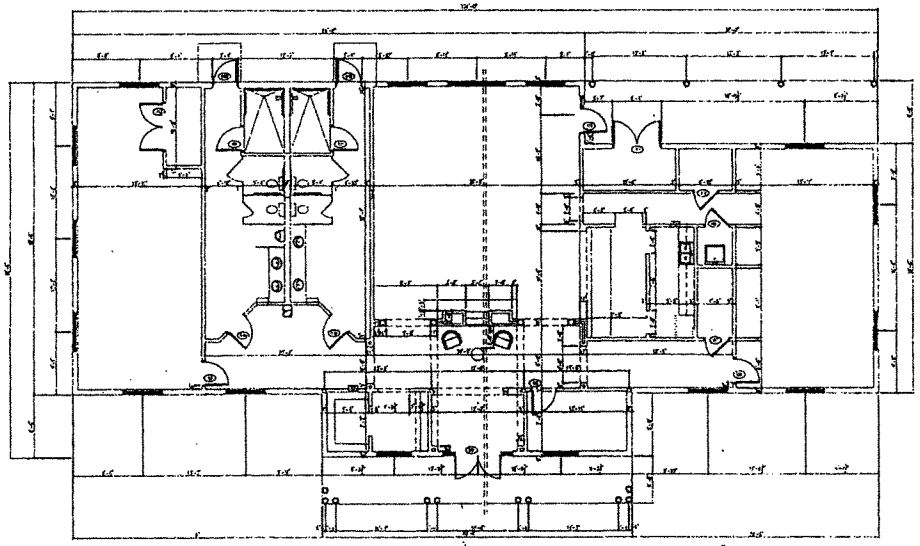
LAND TECH ENGINEERING, INC.
LAND PLANNING • ENGINEERING CONSULTING
887 COTTONWOOD AVENUE, HARTLAND, WI 53029
(262) 367-7989

BRIDLEWOOD CONDOMINIUM

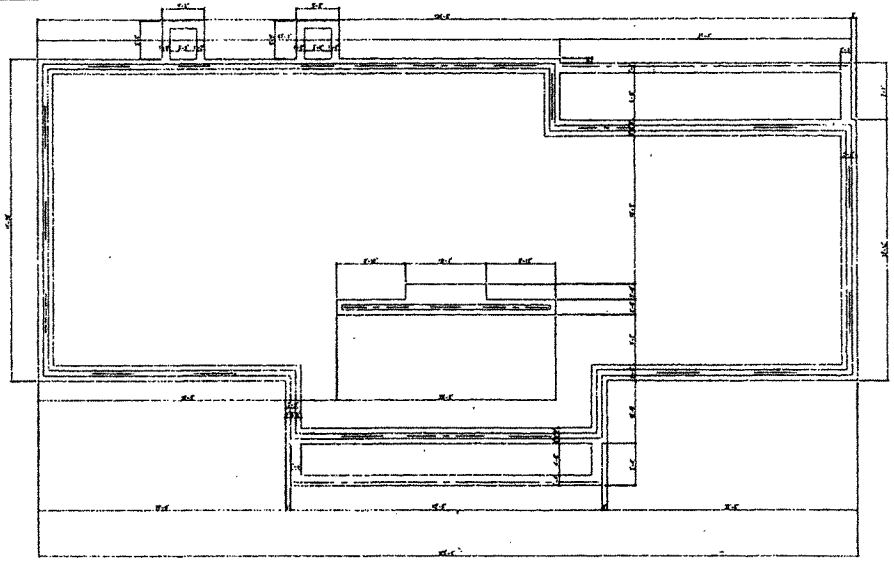
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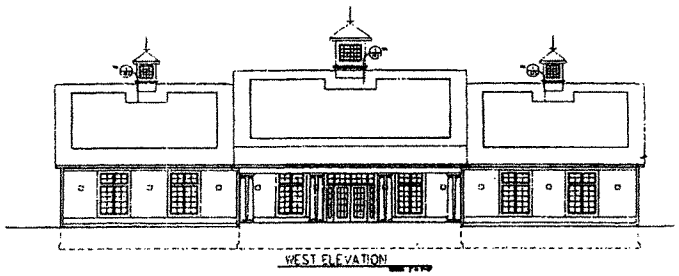
CLUBHOUSE



FIRST FLOOR PLAN



FOUNDATION PLAN & LINTEL PLAN



WEST ELEVATION



THIS PLAT IS A CORRECT REPRESENTATION OF THE CONDOMINIUM DESCRIBED AND THE IDENTIFICATION AND LOCATION OF EACH UNIT AND COMMON ELEMENT CAN BE DETERMINED FROM THE PLAT.

LAND TECH ENGINEERING, INC.
LAND PLANNING • ENGINEERING CONSULTING
720 INDUSTRIAL COURT, SUITE B, HARTLAND, WI 53029
(262) 367-7609

DATED THIS 28TH DAY OF JULY, 2005

EXHIBIT C
EXPANSION AREA

REAL ESTATE EXPANSION LEGAL DESCRIPTION

ALL OF LOT 1 AND A PART OF LOT 2 AND ALL OF LOT 3 OF BRIDLEWOOD, A SUBDIVISION WHICH IS A REDIVISION OF ALL OF PRAIRIE CROSSING III, BEING A SUBDIVISION OF PART OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 17 AND THE NORTHEAST ¼ AND SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 17 ALL IN TOWN 10 NORTH, RANGE 18 EAST, CITY OF HARTFORD, WASHINGTON COUNTY, WISCONSIN.

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CONTAINING 20.3 ACRES MORE OR LESS.

UNIT IDENTIFICATION NUMBERS

UNITS CONTAINED IN BUILDING 1:
Unit No. 1101
Unit No. 1102
Unit No. 1103
Unit No. 1104
Unit No. 1201
Unit No. 1202
Unit No. 1203
Unit No. 1204

UNITS CONTAINED IN BUILDING 2:
Unit No. 2101
Unit No. 2102
Unit No. 2103
Unit No. 2104
Unit No. 2201
Unit No. 2202
Unit No. 2203
Unit No. 2204

UNITS CONTAINED IN BUILDING 3:
Unit No. 3101
Unit No. 3102
Unit No. 3103
Unit No. 3104
Unit No. 3201
Unit No. 3202
Unit No. 3203
Unit No. 3204

UNITS CONTAINED IN BUILDING 4:
Unit No. 4101
Unit No. 4102
Unit No. 4103
Unit No. 4104
Unit No. 4201
Unit No. 4202
Unit No. 4203
Unit No. 4204

UNITS CONTAINED IN BUILDING 5:
Unit No. 5101
Unit No. 5102
Unit No. 5103
Unit No. 5104
Unit No. 5201
Unit No. 5202
Unit No. 5203
Unit No. 5204

UNITS CONTAINED IN BUILDING 6:
Unit No. 6101
Unit No. 6102
Unit No. 6103
Unit No. 6104
Unit No. 6201
Unit No. 6202
Unit No. 6203
Unit No. 6204

The Unit Identification Numbers shall be used and shall be legally sufficient for all conveyance purposes.

DOC# 1097616

CONSENT OF CORPORATE MORTGAGEE

By virtue of the laws of the State of Wisconsin, **WAUWATOSA SAVINGS BANK, a Wisconsin mutual savings bank**, holder of the Construction Mortgage from Bridlewood LLC to Wauwatosa Savings Bank, in the originally stated amount of $8,000,000.00, dated and acknowledged February 13, 2004 and recorded February 24, 2004 at 8:15 A.M., as Document No. 1037515, in the Washington County Registry, hereby consents to the execution and recording of the foregoing Declaration creating **BRIDLEWOOD CONDOMINIUM**, and hereby submits its mortgage described above to the foregoing Declaration.

IN WITNESS WHEREOF said **WAUWATOSA SAVINGS BANK** has caused these presents to be signed by **LYLE W. LARCHEID**, its SR. VICE PRES, at Wauwatosa, Wisconsin, by the Bank's authority, and on its behalf.

Dated and executed at Wauwatosa, Wisconsin, this 9th day of August, 2005.

WAUWATOSA SAVINGS BANK

By: _____
Lyle W. Larcheid

STATE OF WISCONSIN

SS

WAUKESHA COUNTY

Personally came before me this 9th day of August, 2005, the above named **LYLE W. LARCHEID**, SR. VICE PRESIDENT of the above named corporation, to me known to be the person who executed the foregoing Consent of Corporate Mortgagee, and to me known to be such SR. VICE PRESIDENT of said corporation, and acknowledged that he executed the foregoing instrument as such officer as the deed of said corporation, by its authority.

_____
Janice M. Becker
Notary Public, State of Wisconsin.
My commission expires 9/14/08.

BY-LAWS OF

BRIDLEWOOD CONDOMINIUM ASSOCIATION, INC.

ARTICLE 1
NAME AND LOCATION

Section 1. Name. The name of the corporation shall be BRIDLEWOOD CONDOMINIUM ASSOCIATION, INC. (the "Association").

Section 2. Location. The principal office of the Association shall be at 11501 West North Avenue, Wauwatosa, Wisconsin 53226. The Association may have offices at such other places as the Board of Directors of the Association (the "Board") may from time to time determine.

ARTICLE 2
APPLICATION, MEMBERSHIP AND INITIAL ORGANIZATION

Section 1. Application. These By-Laws, together with the Declaration of Condominium of Bridlewood Condominium (the "Declaration"), all amendments to the foregoing, all rules and regulations passed by the Association and the Wisconsin Condominium Ownership Act, as the same may be amended, renumbered or renamed from time to time (the "Act"), shall apply to, govern and control the Condominium property and all present or future owners, tenants, employees and other persons using it. The mere acquisition, rental or occupancy of a dwelling unit (a "Unit") on the property will signify the acceptance and ratification of these By-Laws by all such persons.

Section 2. Members. The Members of the Association shall consist of the Unit owners which have record title in their names or who are the purchasers under a recorded land contract.

Section 3. Initial Organization. Notwithstanding any provision set forth in these By-laws to the contrary, Bridlewood, LLC, (the "Declarant"), shall designate the initial Board, consisting of three (3) persons. Such members of the Board, or successors to any of them as designated by Declarant, need not be Unit owners and shall continue to serve until the following:

(i) Prior to the conveyance of Twenty-five percent (25%) of the Interests, as defined in the Declaration, by Declarant to purchasers, a special meeting of the Members shall be called, at which time one (1) member of the initial Board, or his successor as designated by Declarant, shall tender his resignation and the Unit owners other than Declarant shall elect one (1) new member of the Board in accordance with the provisions of Article 5 of these By-Laws.

(ii) Subsequent to the special meeting called in accordance with paragraph (i) above and not later than 30 days following the earlier of the expiration of five (5) years from the date the first Unit is conveyed to any person other than Declarant or the passage of thirty (30) days from the conveyance of Seventy-five percent (75%) of the Interests by Declarant to purchasers, a special meeting of the Members shall be called at which all members of the initial Board of Directors, or their successors, as designated by Declarant, but not having previously tendered their resignations, shall resign and the Members shall elect such number of new members of the Board of Directors as shall be necessary so that the Board of Directors shall consist of three (3) persons, including such new members as may have been elected pursuant to paragraph (i) above, in accordance with the provisions of Article 5 of these By-Laws.

For purposes of administering the above sections, the Common Elements shall be deemed to consist of 48 fractional Interests. If all of the expansion lands are developed by the Declarant, the maximum possible number of Units is 178. Accordingly, Declarant shall be deemed to own one Interest for each Unit which is titled to Declarant or is reserved. If the Board is three (3) members, the requirements of Section 703.15(2)(d) Wisconsin Statutes have been met by the election pursuant to (i) above, of thirty-three and one-third percent (33-1/3%) of the Board.

ARTICLE 3
VOTING, MAJORITY OF OWNERS, QUORUM, PROXIES

Section 1. Voting. Each member shall have a vote commensurate with his or her Interest for each Unit owned by the Member. If a Unit is owned by more than one person, is under lease or is owned by an entity other than individuals, the person entitled to cast the votes for the Unit shall be designated by a certificate signed by all of the record owners of the Unit or a duly authorized officer of the owner and filed with the Secretary of the Association. Such certificates shall be valid until revoked or superseded by a subsequent certificate or until a change in the ownership of the Unit concerned. A certificate designating the person entitled to cast the vote of a Unit may be revoked by the owner thereof at any time. There shall be no cumulative voting. If the owners of any Unit cannot agree on how to vote, each such Unit shall lose its vote for the particular item voted upon.

Section 2. Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy of Members holding more than Fifty Percent (50%) of the votes shall constitute a quorum.

Section 3. Proxies. Votes may be cast in person or by proxy. Proxies must be filed with the Secretary before the appointed time of each meeting. Unless granted to a Lessee or a mortgagee, a proxy shall be effective only for one hundred eighty (180) days.

ARTICLE 4
MEETINGS

Section 1. Roster of Members. The Association shall maintain a current roster of names and addresses of every Member upon whom notice of meetings of the Association shall be served. Every Member shall furnish the Association with his or her name and current mailing address; no Member may vote at meetings of the Association until the foregoing information is furnished.

Section 2. Place of Meetings. Meetings of the Association shall be held at its principal office or such other suitable place convenient to the Members as may be designated by the Board.

Section 3. Annual Meetings. The annual meetings of the Association shall be held on or about the first Tuesday of May of each year (the "annual meeting"). At each annual meeting the Members shall elect one or more members of the Board in accordance with Article 5 hereof. The Members may also transact such other business of the Association as may properly come before them.

Section 4. Special Meetings. The President shall call a special meeting of the Members when directed by resolution of the Board or when a petition signed by a majority of the Members is presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of the holders of four-fifths (4/5) of the votes of Members present, either in person or by proxy.

Section 5. Notice of Meetings. The Secretary shall deliver or mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each Member of record, at the address shown on the roster, at least ten (10) days but not more than thirty (30)

days prior to such meeting, unless waivers are duly executed by all Members. The delivery or mailing of a notice in the manner provided in this Section shall be considered notice serviced and such notice shall be effective upon the date of delivery or mailing.

Section 6. Adjourned Meetings. If any meeting of the Association cannot be organized because a quorum has not attended, the Members who are present, either in person or by Proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

Section 7. Order of Business. The order of business at all meetings of the Members shall be as follows:

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

Section 8. Parliamentary Procedure. Except where inconsistent with these By-Laws, meetings of the Association shall be conducted in accordance with the latest revised edition of Roberts Rules of Order.

ARTICLE 5
BOARD OF DIRECTORS

Section 1. Number and Qualification. The affairs of the Association shall be governed by a Board of Directors composed of three (3) persons, of whom not more than one person is a non-Unit owner, subject to the provisions of Article 2, Section 3 hereof.

Section 2. Election and Term of Office. The term of office of the Directors shall be fixed as follows:

(i) The term of the Director elected in accordance with paragraph (i) of Section 3 of Article 2 shall expire on the date of the annual meeting next succeeding the date of their elections. Thereafter, the term of each Director elected or re-elected in succession of this director shall be for two (2) years and shall expire on the date of the annual meeting which is two (2) years next succeeding the date of such election or re-election.

(ii) (a) The term of one of the directors elected in accordance with paragraph (ii) of Section 3 of Article 2 shall expire on the date of the annual meeting which next succeeds the annual meeting at which the terms of the director elected under paragraph (i) hereof shall expire. Thereafter, the term of each Director elected or re-elected in succession of this director shall be for one (1) year each and shall expire on the date of the annual meeting which next succeeds the date of such election or re-election.

(b) The term of the Director elected in accordance with paragraph (ii) of Section 3 of Article 2 shall expire on the date of the annual meeting which next succeeds the annual meeting at which the term of the Director elected under paragraph (i) hereof shall expire. Thereafter, the term of each Director elected or re-elected in succession of this director shall be for two (2) years each and shall expire on the date of the annual meeting which is two (2) years next succeeding the date of such election or re-election.

(c) At the time of the initial election of the directors under this paragraph (ii), each candidate for election as Director shall declare, before the votes are cast, the length of the term as Director for which he or she is a candidate.

Each Director shall hold office until his or her successor has been elected and has attended his or her first meeting of the Board. When more than one Director is to be elected at any meeting, each Member shall cast votes for candidates equal in number to the directors to be elected; provided, however, that there shall be no cumulative voting. The candidates who are elected shall be those receiving the greatest number of votes, in decreasing order, until the number of Directors to be elected have been so elected.

Section 3. Powers and Duties. The Board shall have the powers and duties necessary to administer the Condominium property and, among other duties, carry out the following:

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

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

(3) execute contracts on behalf of the Association, employ necessary personnel, and carry out all functions and purposes necessary for the operation of the condominium property, including acquiring and conveying property and suing on behalf of all Members;

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

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

(6) perform such other functions as are required or permitted by law or the Declaration.

Section 4. Fees. No fee or other compensation shall be paid to any member of the board at any time except by specific resolution of the Association.

Section 5. Vacancies. Subject to Article 2, Section 3 hereof, vacancies in the Board caused by any reason other than the removal of a Director by a vote of the members shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum; and each person so elected shall be a Director until a successor is elected at the next annual meeting of the Association.

Section 6. Removal of Directors. At any regular or special meeting duly called, any one or more of the Directors elected by the Members may be removed with or without cause by Members holding more than Fifty percent (50%) of the votes and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the Members shall be given an opportunity to be heard at the meeting.

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

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

Section 9. Special Meetings. Special meetings of the Board may be called by the President on three (3) days notice to each Director, given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board shall be called by the President or Secretary in like manner and on like notice on the written request of at least two (2) Directors.

Section 10. Waiver of Notice. Before or at any meeting of the Board, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

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

Section 12. Fidelity Bonds. The Board shall require that all offices and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. Such fidelity bonds shall name the Association as an obligee and be written in an amount equal to the greater of One Hundred Fifty Percent (150%) of the estimated annual operating expenses of the Condominium, including reserves, or the estimated maximum of funds, including reserves, in the custody of the Association at any time. The bonds shall contain waivers by the issuers of the bonds of all defenses based upon the execution of persons serving without compensation from the definition of "employees", or similar terms and expressions. The bonds shall further provide that they may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least ten (10) days' prior written notice to the Association and to Unit mortgagees of which the Association has knowledge. The premiums on such bonds shall be paid by the Association.

ARTICLE 6
OFFICERS

Section 1. Designation and Election. The principal offices of the Association shall be a president, a Vice President, a Secretary and a Treasurer, all of whom be elected annually by the Board. The Directors may elect an assistant treasurer, an assistant secretary or such other officers as in their judgment may be necessary.

Section 2. Removal of Officers. Upon an affirmative vote of a majority of the members of the Board, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board or at any special meeting of the Board called for such purpose.

Section 3. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board. He shall have all of the general powers and duties which are usually vested in the office of president of an Association, including, but not limited to, the power to appoint committees from among the Members from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association.

Section 4. Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board shall appoint some member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board.

Section 5. Secretary. The Secretary shall keep the minutes of all meetings of the Board and of the Association. He shall have charge of such books and papers as the Board may direct and he shall, in general, perform all the duties incident to the office of Secretary. The Secretary shall count the votes cast at any annual or special meeting of the Association or the Board.

Section 6. Treasurer. The treasurer shall have responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association, in such depositories as may from time to time be designated by the Board.

Section 7. Compensation. No officer shall receive compensation for services rendered to the Association unless the same be established by a resolution of the Members.

ARTICLE 7
BUDGET, ASSESSMENTS AND DEPOSITORIES

Section 1. Budget. The Board shall at least annually adopt a budget for the operation of the Association. Such budget will contain estimates of the cost of operating the Association and shall include all common expense items, including, but not limited to, taxes; the maintenance and repair of exterior walls, roofs, pipes, ducts, service and utility areas, recreation areas and facilities and other Common Elements; the cost of insurance of all types; management, maintenance and security personnel; administration cost; and any other expense item inuring to the benefit of all Members. The Board shall determine what sums, if any, will be required for improvements, capital expenditures, reserves or replacement funds, or other operations not included in the above which shall be included in the budget.

Section 2. Assessment. The estimate of the charges to be paid during each year by each Member for the share of the common expenses of the Condominium, in accordance with the provisions of the Declaration, shall be assessed against each Unit and paid at such time as provided in resolutions by the Board. The first assessment payment shall be made, on a prorated basis where proper, upon receipt by the Member of his deed to his unit. If such assessment provides inadequate, the Board at any time may levy a further assessment to be payable in such reasonable manner as the Board directs. Assessments and installments on such assessments shall be paid on or before ten (10) days after the date when such assessments and installments are due. Any assessments or installment not paid within ten (10) days of its due date shall be delinquent, and the Unit owner shall be charged interest on the unpaid assessment or installment of such assessment or, alternatively, the board may elect to impose a minimum late charge upon such unit owner in an amount to be specified by the Board. The Board shall follow a uniform policy as to whether a late penalty or interest shall be imposed. If the Board elects to impose interest on the late assessments, the rate shall be Two Percent (2%) per annum in excess of the publicly announced Prime Rate of U.S. Bank of Milwaukee in effect from time to time or such lower rate as may be prescribed by law as the maximum rate which may be charged. The interest charged shall be calculated from the date when the assessment or installment was first due until the date it is paid. All payments upon account shall be first applied to the interest, if any, and then to the assessment payment first due. If a member fails to pay the assessment within the time herein specified, such failure shall constitute a default hereunder and the Board shall take such appropriate measures as may be allowable by law, including, but not limited to, the filing of a statement of condominium lien in accordance with the Act, which statement shall be signed and verified

by the Secretary or any other officer authorized by the Board. No Member shall be entitled to cast a vote for a Unit at any meeting of the Association if the Association has recorded a statement of Condominium lien on the Member's Unit and the amount necessary to release the lien has not been paid at the time of the meeting.

Section 3. Depositories. The funds of the Association shall be deposited in a bank or banks or other depositories designated by the Board and shall be withdrawn therefrom only upon check or order signed by the officers who shall from time to time be designated by the Board for that purpose. The Board may require that all payment of assessments imposed by the Board against Members be paid by such Members directly to a designated depository. The Board may direct that checks of less than Five thousand Dollars ($5,000.00) for payment of the obligations of the Association bear only one (1) signature of a designated officer but checks for a greater amount must bear a signature and counter-signature of designated officers.

Section 4. Board Discretion. Notwithstanding the above, the Board of Directors may by unanimous vote grant an additional thirty (30) day grace period to a Unit owner for a delinquent monthly installment of an assessment. No more than one (1) such grace period shall be granted in any twelve (12) month period.

ARTICLE 8
AMENDMENTS

These By-Laws may be amended by the Members in a duly constituted meeting for such purpose; but no amendment shall take effect unless approved by the owners of a least Sixty-seven Percent (67%) of the fractional interests in the Common Elements as described in Article 2 hereof. For the purpose of determining the percentage in the preceding sentence, the "fractional interests" shall be deemed to be a total of 48 fractional interests until such time as the Condominium is expanded or Declarant's right under Article 18 of the Declaration shall expire. No amendment shall limit any of the rights granted to or reserved by Declarant herein.

ARTICLE 9
MORTGAGES, STATEMENT OF UNPAID ASSESSMENTS

Section 1 Notice to Association. Any Member who permits or causes his Unit to be encumbered by a mortgage shall notify the Secretary of each mortgage and the name and address of each such mortgagee. Such notice may also be served by any such mortgagee. The Secretary shall maintain a record of the names and addresses of all mortgagees of which the Secretary shall have received notice.

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

Section 3. Notice to Mortgagee. Any mortgagee of a Unit shall be entitled upon request, to written notice from the Association of any default by the then Member or, if applicable, any then occupant of the Unit in performance of any obligations set forth in these By-Laws, the Declaration, any amendments to the foregoing or all rules and regulations of the Association, which is not cured within thirty (30) days of

such default; provided the Association shall previously have been notified of the mortgagee in the manner set forth above. Any notice required or permitted to be given to any mortgagee pursuant to these By-Laws shall be deemed given if mailed or delivered to such mortgagee at the address shown in such record and shall be deemed effective as of the date of mailing or delivery.

ARTICLE 10
CONFLICTS

These By-Laws are set forth to comply with the requirements of the Act. If these By-Laws conflict with the provisions of the Act, or the Declaration, the provisions of the Act or of the Declaration will control.

ARTICLE 11
FISCAL YEAR

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

Adopted this 12ST day of AUGUST, 2005

ARTICLES OF INCORPORATION

FOR

BRIDLEWOOD CONDOMINIUM
HARTFORD, WISCONSIN

ARTICLES OF INCORPORATION
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ARTICLES OF INCORPORATION
OF
BRIDLEWOOD CONDOMINIUM ASSOCIATION, INC.

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

ARTICLE I
NAME

The name of the corporation shall be **BRIDLEWOOD CONDOMINIUM ASSOCIATION, INC.**

ARTICLE II
PERIOD OF EXISTENCE

The corporation shall have perpetual existence.

ARTICLE III
PURPOSES

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

(a) To serve as an association of Unit owners who own real estate and improvements under the condominium form of use and ownership as provided in Chapter 703 of the Wisconsin Statutes as the same may be amended, renumbered or renamed from time to time (the 'Act"), and subject to the terms and conditions of the Declaration of Condominium (the "Declaration") of Bridlewood Condominium (the "Condominium") as recorded in the office of the Register of Deeds for Washington County, Wisconsin;

(b) To provide for the administration, maintenance, preservation and control of the Condominium in accordance with and in furtherance of the Declaration created under and pursuant to the Act; and

(c) To engage in any lawful activity within the purposes for which a non-stock, non-profit corporation may be organized under the Law, subject to the Act and the Declaration.

ARTICLE IV
MEMBERS AND VOTING

The record owner of the fee title to any Unit as defined in the Declaration, shall automatically be a member of this corporation upon becoming such owner except that, in the case of Units subject to a land contract, the purchaser under such land contract shall be deemed a member. Each member shall remain a member until such time as his ownership ceases for any reason, at which time his membership in this corporation shall automatically cease. The respective rights and qualifications of each of the members of this corporation are set forth in the By-Laws of this corporation.

ARTICLE V
PRINCIPAL OFFICE AND REGISTERED AGENT

The location of the principal office of this corporation shall be 11501 W. North Avenue, Wauwatosa, Wisconsin 53226 and the initial registered agent shall be William A. Patch at the above address.

ARTICLE VI
DIRECTORS

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

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

William A. Patch	11501 W. North Avenue Wauwatosa, WI 53226

ARTICLE VII
INCORPORATOR

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

William A. Patch
11501 W. North Avenue
Wauwatosa, WI 53226

ARTICLE VIII
AMENDMENTS

Amendment of these Articles of Incorporation shall require the assent of seventy-five percent (75%) of the entire membership of this corporation.

ARTICLE IX
STOCK, DIVIDENTS AND DISSOLUTION

This corporation shall not have nor issue shares of stock. No dividend shall ever be paid and no part of the assets or surplus of this corporation shall be distributed to its members, directors or officers. This corporation may pay compensation in reasonable amounts to employees, members, directors or officers for services rendered and may confer benefits upon its members in conformity with its purposes.

This corporation may be dissolved with the assent given in writing and signed by not less than seventy-five percent (75%) of the members. Upon dissolution of this corporation, other than incident to a merger or consolidation, all of its assets, after payment of its liabilities, shall be distributed to one or more non-profit corporations, societies, trusts or other organizations and/or dedicated to an appropriate public agency or agencies; provided, however, that any such non-profit corporation, society, trust, other organization or public agency has purposes deemed by a majority of the directors of this corporation to be similar to those of this corporation and that if none of the foregoing entities are deemed to exist, then all of the assets of this corporation, after payment of its liabilities, shall be distributed to a non-profit corporation,

society, association, trust or other organization, or any one or more of the foregoing, devoted to the promotion of aesthetic, cultural or educational purposes.

Executed on this 18 day of Aug, 2005

William A. Patch

STATE OF WISCONSIN)
COUNTY OF MILWAUKEE)

Personally came before me, this 18 day of August, 200_, the above named William A. Patch, to me known to be the person who executed the foregoing Articles of Incorporation, and acknowledged that he executed the same for the purposes therein contained.

Notary Public, State of Wisconsin
My Commission: 4-23-06