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DECLARATION OF CONDOMINIUM OF VILLAS AT TIMBER RIDGE CONDOMINIUM

Document Title

Recording Area

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This Declaration of Condominium of Villas at Timber Ridge Condominium ("Declaration") is made and entered into by Heritage Development of Wisconsin, LLC, d/b/a HD of Wisconsin, LLC ("Declarant"), pursuant to the Wisconsin Condominium Ownership Act.

RECITALS

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

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

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

DECLARATION

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

ARTICLE 1. DEFINITIONS

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

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

1.2 Association. "Association" shall mean the Villas at Timber Ridge Condominium Association, Inc., established under Article 4.

1.3 Association Insurance. "Association Insurance" shall mean the policies of insurance to be maintained by the Association under this Declaration.

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

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

1.6 Bylaws. "Bylaws" shall mean the Bylaws of the Association as adopted by the Board.

1.7 City. "City" shall mean the City of Waukesha, State of Wisconsin.

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

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

1.10 Condominium. "Condominium" shall be known as Villas at Timber Ridge Condominium and shall mean the Property, together with the Units and Common Elements as currently or hereafter constructed on the Property, and as the Condominium may be expanded from time to time pursuant to Article 10.

1.11 Condominium Documents. "Condominium Documents" are this Declaration, the Articles of Incorporation and Bylaws of the Association, and such Rules and Regulations as may be adopted by the Association Board pursuant to this Declaration or the Bylaws and the Master Declaration and Bylaws referenced below.

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1.12 Declarant. "Declarant" shall mean Heritage Development of Wisconsin, LLC and the successors and assigns of Declarant pursuant to assignment in accordance with Section 13.2 of this Declaration.

1.13 Declaration. "Declaration" shall mean this Declaration of Condominium of Villas at Timber Ridge Condominium as the same may be amended from time to time.

1.14 Director. "Director" shall mean a member of the Board.

1.15 Expansion Real Estate. "Expansion Real Estate" shall mean those lands described on Exhibit B and reserved for possible annexation to the Condominium.

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

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

1.18 Master Association. "Master Association" shall mean Timber Ridge Community Association, Inc., which shall be an incorporated entity and shall adopt Bylaws for its governance.

1.19 Master Declaration. "Master Declaration" shall mean the Master Declaration of Covenants, Conditions and Restrictions of Timber Ridge Community, as the same may be amended from time to time, encumbering this Condominium and other lands as described on Exhibit D. The Master Declaration is recorded on May 4, 2004 in the Register's Office as Document No. 3156977, and imposes certain obligations of common support and rights of easement and use on the Condominium.

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

1.21 Mortgagee. "Mortgagee" shall mean the holder of a Mortgage.

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

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

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

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

1.26 Private Drives. There are a number of "Private Drives" located within the Property and/or other portions of the Timber Ridge Community as depicted in exhibits to the Master Declaration.

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

1.28 Register's Office. "Register's Office" is the Office of the Register of Deeds for Waukesha County, Wisconsin.

1.29 Rules. "Rules" shall mean rules and regulations as may be established by the Association as provided in Section 4.1.

1.30 Timber Ridge Community. "Timber Ridge Community" shall mean the following condominiums, all located in the general geographic area: Garden Homes at Timber Ridge Condominium, Cottages at Timber Ridge Condominium, Brownstones at Timber Ridge Condominium, Villas at Timber Ridge Condominium (as established by this Declaration). Each Owner acquiring a Unit in any Timber Ridge Community Condominium shall accept such Unit subject to the Master Declaration and Master Association Bylaws and Articles of Incorporation. The Timber Ridge Community is legally described on the attached Exhibit D.

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

ARTICLE 2. DIVISION OF CONDOMINIUM INTO SEPARATE FREEHOLD ESTATES

2.1 Units. The Condominium shall initially include forty (40) Units, with Unit locations depicted on Exhibit A. The boundaries of each Unit shall consist of the interior planes of the perimeter walls, ceiling and floors inside the Unit and where two Units share a common wall, the midpoint of the common wall separating such Units, all as depicted in the floor plans attached as Exhibit C. Each Unit also includes the garage, garage door, all windows, window sashes, locks and frames, all doors, and all mechanical and utility installations which exclusively service the Unit.

2.2 Common Elements.

a. Each Unit also has appurtenant Common Elements, which consist of both General and Limited Common Elements.

b. The Limited Common Elements are reserved for the exclusive use of the Unit to which they are appurtenant. The Limited Common Elements of each Unit consist of (1) patio or deck appurtenant to a Unit; (2) walkways providing access to the Unit, which may be shared with an adjacent Unit; (3) the light fixture and lightbulb lighting the porch or deck; (4) driveway connecting Unit garage and adjacent public road or private drive; and (5) the mailbox.

c. The General Common Elements shall consist of all of the Condominium except the Units and the Limited Common Elements. Certain of the General Common Elements may also benefit other Timber Ridge Community members. Such General Common Elements, which may also benefit other Timber Ridge Community members shall include, without limitation: swimming pool, tot lot and parking lot adjacent thereto, certain of the Private Drives, storm drainage facilities and sanitary sewer.

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d. Supply lines, waste lines, pipes, wires, conduits or public utility lines running through a Unit shall be part of the Unit; and all other such lines, pipes, wires or conduits outside of a Unit shall be General Common Elements to the extent not owned and/or maintained by any public utility, governmental unit or cable television company.

2.3 No Separation of Units. Units may not be separated.

ARTICLE 3. INTEREST IN COMMON ELEMENTS

3.1 Unit Interest. Each Unit shall have an Interest equal to one (1) divided by the number of Units in the Condominium. Upon the recordation of this Declaration, the Interest appurtenant to each of the forty (40) Units in Phase I is 2.5 percent (2.5%). The respective Interests shall be reduced if the Condominium is expanded as set forth in Article 10; provided, however, such percentage Interests will not be reduced below one and nine hundred twenty-three thousandths percent (1.923%) if the Condominium is fully expanded to fifty-two (52) Units.

ARTICLE 4. ASSOCIATION OF UNIT OWNERS

4.1 Administration. Declarant shall incorporate the Association, which shall adopt Bylaws for its governance and administration of the Condominium acting through its Board. From time to time, the Board may, but need not, adopt and amend Rules regarding the use of the Common Elements and other matters concerning the Condominium and Association, provided such Rules are not inconsistent with this Declaration or the Bylaws. After adoption, the Rules shall be binding upon Owners and Occupants.

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

4.3 Control of Association. Declarant shall have the right to appoint and remove the officers of the Association and to exercise any and all of the powers and responsibilities assigned to the Association and its officers by the Articles, Bylaws, the Act, this Declaration and the Wisconsin Nonstock Corporation Law from the date the first Unit is conveyed by Declarant to any person other than Declarant, until the earliest of: (i) ten (10) years from the date of first conveyance of a Unit; or (ii) thirty (30) days after the conveyance of seventy-five percent (75%) of the Interests to purchasers; or (iii) Declarant's election to waive its right of control. Prior to the conveyance of twenty-five percent (25%) of the Interests to purchasers, the Association shall hold a meeting, and Owners other than Declarant shall elect at least twenty-five (25%) of the Directors. Prior to the conveyance of fifty percent (50%) of the Interests to purchasers, the Association shall hold a meeting, and Owners other than Declarant shall elect at least thirty-three and one-third percent (33 1/3%) of the Directors. For purposes of calculating the percentages set forth in this section, the percentage of Interests conveyed to purchasers shall be calculated with reference to a possible total of fifty-two (52) Units that may be included in the Condominium if complete expansion of the Condominium occurs.

4.4 Management. The Association may employ a professional management agent or company for the Condominium with such experience and qualifications and on such terms and conditions as are acceptable to the Board. Any such agreement must be terminable with or without cause upon ninety (90) days' notice without payment of any penalty.

4.5 Approvals. No Unit modification visible from the exterior of the Unit shall be permitted without Board approval. Any proposal by an Owner requiring Board approval shall be submitted in writing, in such detail and with such supporting documents as the Board may require to facilitate its understanding and review. The Board may approve or disapprove any proposal after considering one or more of the following concerns and any additional criteria the Board deems prudent: (i) freedom and safety of access and convenience to other Units; (ii) requiring the written agreement of Owner making the proposal to pay the costs of restoring Common Elements affected by such proposal to their prior physical condition upon the termination of such use; and (iii) requiring Owner's written agreement to pay a fair and reasonable monthly charge to the Association for any encroachment on Common Elements resulting from the approved proposal. The Board may impose further conditions upon its consent to any proposal, as it deems appropriate. Approval of a proposal shall be deemed given if the Association president indicates in writing or fails to respond within sixty (60) days following Owner's written submission of a proposal unless, prior to the expiration of such period, additional information is requested of Owner by the Board or the Board issues its written refusal.

ARTICLE 5. ASSESSMENTS

5.1 Budget and Assessments.

a. The Association shall annually adopt a budget of Common Expenses and levy general and special assessments against the Units. The budget shall include the funding of an adequate replacement reserve out of general assessments. The annual budget shall be distributed by the Association to all Unit Owners and shall set forth all of the following: (i) all anticipated common expenses and replacement reserve funds for future expenditures; (ii) amount and purpose of any other anticipated Association expenditure; (iii) any common surpluses; (iv) amount and source of any income, other than Unit Owner assessments; and (v) the aggregate amount of assessments to be levied against Unit Owners and the purpose of such assessment. As referenced in Section 5.6 below and as also the subject of a separately recorded statutory reserve account statement, Declarant has elected not to establish a statutory reserve account pursuant to Section 703.161(3)(c) of the Wisconsin Statutes. Hence, the annual budget shall not include any allocation for a statutory reserve account and/or current balance of any statutory reserve account as such items are contemplated by Sections 703.161(2)(a) and (c) of the Wisconsin Statutes.

5.2 Installments; Late Payments. General assessments shall be made on an annual basis but shall be due and payable in monthly installments on the first day of each month. Special assessments shall be due and payable at such time and in such manner as the Board may determine. Any assessment or installment of an assessment not paid within ten (10) days of its due date may be subject to a late charge and/or interest as set forth in the Bylaws or in the Rules.

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

5.4 First Installment. The first installment of general assessments for each Unit in a Phase shall be due and payable commencing not later than sixty (60) days after the date of recordation of the first instrument of conveyance of a Unit in that Phase except that if, at such time, an occupancy certificate for any Unit in such Phase has not been issued by the City, then the first installment shall be due and payable for such Unit(s), commencing with the month following the month in which the occupancy permit is issued. Installments for partial months shall be prorated.

5.5 Payment of Assessments by Declarant. During the period of Declarant control, Declarant may, but shall not be obligated to, directly pay bills or provide services, which would otherwise represent Association obligations to which general assessments would be applied. Declarant shall be entitled to reimbursement from the Association for such expenditures.

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

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

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

ARTICLE 6. MAINTENANCE AND ALTERATIONS

6.1 Owner Responsibility. Each Owner, at the Owner's sole cost, shall: (1) perform routine maintenance, repair and replacement of all components or installations of the Unit; (2) pay for the repair and replacement of the Common Elements damaged through the fault or negligence of such Owner or such Owner's family, guests, invitees or tenants or any other Occupants of the Owner's Unit; (3) 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 (4) maintain, repair and replace the Limited Common Elements appurtenant to the Unit.

6.2 Association Responsibility. The Association shall maintain in good condition and repair, replace and operate all of the Common Elements, except as expressly provided at Section 6.1.

6.3 Special Notice Regarding Certain Shared Facilities and Amenities.

a. The Private Drives identified in the Master Declaration are subject to nonexclusive easements and rights of use in favor of the public and other Timber Ridge Community condominiums. The Private Drives shall be maintained (including snow removal), repaired and replaced from time to time by the Master Association at the shared expense of the Association and other associations of Unit Owners benefiting from their use via general assessments and special assessments made by the Master Association as more particularly described in the Master Declaration.

b. There are certain storm water drainage facilities that benefit the Condominium and other condominiums within the Timber Ridge Community. Such storm water drainage facilities may be located within the Condominium or within other portions of the Timber Ridge Community as subject to the Master Declaration. The Condominium established by this Declaration shall be subject to a proportionate share of maintenance, repair and replacement of such storm water drainage facilities, pursuant to an allocation method as established under the Master Declaration, as amended from time to time, and subject to an annual budget as adopted by the Master Association.

c. It is intended that a swimming pool, tot lot, parking lot and other amenities ancillary thereto are intended to be located on property subject to the Master Declaration and shall be for the benefit of the Association as defined herein as well as other members of the Timber Ridge Community. All Timber Ridge Community members shall be assessed for an allocable share of the maintenance, repair and replacement of such amenities, all as established under the Master Declaration, as amended from time to time, and the subject of an annual budget as adopted by the Master Association.

d. Within certain of the Private Drives located within the Condominium and other portions of the Timber Ridge Community, sanitary sewer mains are intended to be located and shall be owned by the Master Association. Declarant hereby creates, declares and establishes easements for such sanitary sewer mains in favor of the Master Association as may be located within Elise Drive and Elise Court. The easements are for installation, repair, restoration, maintenance and replacement. The Master Association, acting pursuant to the Master Declaration, shall assess the Association referenced in this Declaration and other associations benefiting from such sanitary sewer, all as provided in the Master Declaration, as amended from time to time in the annual operating budget adopted by the Master Association.

ARTICLE 7. RESTRICTIONS ON USE AND OCCUPANCY

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

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

7.3 No Time-Shares. No Unit shall be subject to any time-share or similar arrangement, whether or not under Wis. Stats. Chapter 707.

7.4 No Obstructions. No obstructions may be placed on any portion of the Common Elements, including, without limitation, the Limited Common Elements of the Condominium by any Owner or Occupant, except as expressly permitted under this Declaration. "Obstructions" for purposes of the foregoing shall be defined as broadly as possible and shall include, without limitation, swing sets or other playground equipment; lawn furniture (except on a temporary and not overnight basis); signs of any type, including, without limitation, signs advertising a Unit for sale or lease; satellite dishes or any other form of antenna or other transmitting or receiving equipment; or any other obstruction of any type or kind. Notwithstanding anything in the foregoing to the contrary, a Unit Owner may petition the Association for permission, pursuant to Section 4.5 of this Declaration, for professional installation of a satellite dish on the rooftop immediately above such Owner's Unit, intended for individual television reception limited to such Owner's Unit of a size not greater than one meter in diameter. As a condition to Association approval and in addition to any other conditions that the Association may impose under the circumstances of a particular Unit, the Association shall require that the Owner and the Association enter into an agreement under which the Owner shall have the satellite dish professionally installed by a responsible, bonded installation company, that the Unit Owner shall indemnify and hold the Association harmless as against any loss, claim, damage, injury or death occurring during removal and/or installation or any damage or other claim in any way resulting from the satellite dish until after it has been removed and the roof has been inspected and approved by a contractor engaged by the Association at the Owner's expense. In addition to the foregoing, the agreement between the Association and the Owner shall contain other terms and conditions as the Association may require. Signs advertising a Unit for sale or for lease may be posted on the interior of the Unit so as to be visible through a window, but shall not be posted, placed or maintained on any Common Elements in the Condominium, including, without limitation, Limited Common Elements.

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

7.6 Additional Restrictions. Additional restrictions on use and occupancy are contained in the Master Declaration and the Bylaws.

ARTICLE 8. RECONSTRUCTION AND CONDEMNATION

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

8.2 Insufficient Proceeds. If insurance proceeds are insufficient to reconstruct or repair General Common Elements, then, subject to Section 8.3, Owners of all Units shall be assessed according to their Interests for the deficiency relating to the reconstruction or repair of General Common Elements comprising Damaged Premises.

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

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

8.5 Construction Fund. Insurance proceeds and special assessments under Section 8.2 shall constitute a construction fund, with insurance proceeds disbursed first. Any surplus funds shall be held or distributed to Owners and their Mortgagees as their interests may appear, in accordance with their Interests.

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

a. Each Owner is entitled to the entire award for the taking of all or part of its Unit and Limited Common Elements appurtenant to such Unit and for consequential damages to the Unit.

b. If no reconstruction is undertaken, any award for the taking of General Common Elements shall be allocated to all Owners in proportion to their respective Interests.

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c. Where an entire Unit is taken, the Interests and votes on Association matters appertaining to the remaining Units shall be calculated post-condemnation in the same manner as provided in Section 3.1 but with respect only to the remaining Units. A partial taking of a Unit shall not include the Interest or vote appurtenant to the Unit. If Interests or votes are affected, the Association shall record an amendment, which discloses the nature of the taking and adjustments caused thereby. Following the taking of all or a part of the General Common Elements, the Association shall promptly undertake to restore the improvements of the General Common Elements to an architectural whole. Costs of restoration of General Common Elements in excess of the condemnation award shall be a common expense. If the Board determines that reconstruction or restoration is not practical, the entire Condominium shall be subject to an action for partition upon obtaining the written consent of Owner having seventy-five percent (75%) or more of the Interests. Upon partition, the net proceeds of sale of the General Common Elements, together with any net proceeds of the award for taking, shall be considered as one fund and divided among all Owners in accordance with their Interests. If the seventy-five percent (75%) approving vote is not obtained within thirty (30) days of the Board decision, then reconstruction, including any necessary reconstruction of Units shall commence with costs of restoration of the General Common Elements in excess of condemnation proceeds assessed against all Owners in proportion to their Interests.

ARTICLE 9. INSURANCE

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

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

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

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

9.5 Waiver of Subrogation. The Association and each Owner acting both for themselves and for their respective insurers, waive any claim it or they may have against the other for any loss insured under any policy obtained by either to the extent of insurance proceeds actually received, however loss is caused, including such losses as may be due to the negligence of the other party, its agents or employees. All policies of insurance shall contain a

provision that they are not invalidated by the foregoing waiver, but such waiver shall cease to be effective if the existence thereof precludes the Association from obtaining any policy of insurance at a reasonable and customary rate.

9.6 Acts Affecting Insurance. No Owner or Occupant shall commit or permit any violation of covenants or agreements contained in the Association Insurance, or do or permit anything to be done, or keep or permit anything to be kept, or permit any condition to exist, which might: (i) result in termination of any such policies; (ii) adversely affect the right of recovery thereunder; (iii) result in reputable insurance companies refusing to provide such insurance; (iv) result in an increase in the insurance rate or premium over the premium which would have been charged in the absence of such violation or condition, provided that, in the case of such increase, Owner responsible for such increase shall pay the same. If the rate of premium payable with respect to the Association Insurance or with respect to any policy of insurance carried by any Owner shall be increased over the rate charged for the lowest-rated Unit, (w) by the size, design or composition of the Unit, (x) by reason of anything done or kept in a Unit, or (y) the failure of any Owner or Occupant to comply with Association Insurance requirements or (z) the failure of any Owner or Occupant to comply with this Declaration or the Bylaws, then the particular Owner shall reimburse the Association for the resulting additional premiums. The Association reimbursement right is without prejudice to any other Association remedy, and may be enforced by special assessment against the particular Unit and its Owner.

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

ARTICLE 10. EXPANSION OF CONDOMINIUM

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

10.2 Number and Style of Units. The maximum number of Units in the Condominium assuming full expansion is fifty-two (52). The Units shall be of substantially comparable size and design as contained in the first Phase, but Declarant reserves the right in its discretion to make changes to enhance marketability. The additional improvements shall be compatible with and of the same or similar quality of construction and materials as the then existing improvements.

10.3 Effect of Expansion. Upon each expansion adding Units to the Condominium, the following adjustments shall be made:

a. The Interests shall be recalculated as provided in Section 3.1.

b. The Common Expenses and surpluses of the Condominium shall be shared among Owners of all Units according to their Interests as adjusted in the manner set forth above, or as otherwise specifically provided for herein.

c. Each Owner of a Unit shall be a member of the Association entitled to vote in accordance with Section 4.2.

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

10.5 Matters Related to Expansion.

a. Declarant reserves an easement over and across the Condominium, including the General Common Elements, for the benefit of the Expansion Real Estate for the purposes of ingress and egress and, during construction periods, for vehicular parking; included in this easement is pedestrian and nonmotorized vehicular access by owners or occupants of portions of the Expansion Real Estate to any "walking paths" or trails now or hereafter installed on the Common Elements for the benefit of Owners. Declarant further reserves an easement across, under and through the General Common Elements for the benefit of the Expansion Real Estate for the purpose of installation, maintenance and replacement of underground utilities and aboveground and underground drainage systems servicing the Expansion Real Estate and other lands subject to the Master Declaration. For purposes of this Article 10, the term "utilities" includes telephone, water, gas, electric, cable, sanitary sewer, storm sewer and similar future services commonly provided communally. Subsequent division of ownership of the Expansion Real Estate shall not affect the benefit of these easements for each portion thereof.

b. If Declarant determines at any time that it desires to coordinate utility services for the Expansion Real Estate with existing utility services for the Condominium, Declarant may at its cost connect utilities servicing the Expansion Real Estate to existing utilities even if the Expansion Real Estate is not then or thereafter made a part of the Condominium; provided that the cost of maintaining and replacing the portion of such utility lines in the undeclared Expansion Real Estate shall be borne by Owner(s) thereof. The Association and Owner(s) of the Expansion Real Estate which is serviced by such utilities shall cooperate in the maintenance, repair and replacement of such utilities, and shall maintain each utility (to the extent of the rights of such person to do so) so that it will be capable of servicing the anticipated needs of the Condominium and the Expansion Real Estate.

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

ARTICLE 11. AMENDMENT OF DECLARATION

11.1 General. Except as otherwise provided herein, this Declaration may be amended only by the written consent of Owners of Units which represent at least seventy percent (70%) of the Interests, or such greater percentage as may be required by the Act. An Owner's consent is not effective unless approved by the Unit's Mortgagee, if any. Amendments shall be prepared and executed by the President of the Association and shall become effective when recorded in the Register's Office. No action to challenge the validity of an amendment shall be commenced more than one (1) year after the amendment is recorded. For purposes of calculating the percentages set forth in this section, until the termination of Declarant's expansion rights in Article 10, the percentage of Interests shall be calculated as if fifty-two (52) Units existed in the Condominium assuming full expansion.

11.2 Requirement for Special Approvals of Certain Amendments. No amendment shall adversely affect a special right conferred on or reserved to Declarant under this Declaration without Declarant's written consent.

11.3 Material Amendments. Any modification to this Declaration, which modifies Declaration provisions concerning the following issues shall also require approval by fifty-one percent (51%) of Mortgagees: (a) voting rights; (b) assessments, assessment liens, or the priority of assessment liens; (c) reserves for maintenance, repair, and replacement of Common Elements; (d) responsibility for maintenance and repairs; (e) reallocation of Interests in the General or Limited Common Elements, or rights to their use; (f) redefinition of any Unit boundaries; (g) convertibility of Units into Common Elements or vice versa; (h) expansion or contraction of the project, or the addition, annexation, or withdrawal of property to or from the Condominium; (i) insurance or fidelity bond; (j) leasing of Units; (k) imposition of any restrictions on a Unit Owner's right to sell or transfer Owner's Unit; (l) a decision by the Association to establish self-management when professional management had been previously engaged; (m) restoration or repair of the Condominium (after a hazard damage or partial condemnation) in a manner other than as specified herein; (n) any action to terminate the legal status of the Condominium after substantial destruction or condemnation occurs; or (o) any provisions that expressly benefit mortgage holders, insurers, or guarantors.

ARTICLE 12. RIGHTS OF MORTGAGE HOLDERS

12.1 Notice. Any holder, insurer or guarantor of a mortgage (including the vendor's interest in a land contract) encumbering a Unit that makes written request on the Association for the following, identifying the name and address of such person and the Unit number or address, any such holder, insurer or guarantor will be entitled to timely written notice of:

a. Any condemnation or casualty loss that affects either a material portion of the Condominium or the Unit securing its mortgage;

b. Any thirty (30) day delinquency in the payment of assessments owed by Owner of the Unit on which it holds a mortgage or any breach of the provisions of any instrument or rule governing the Condominium which is not cured by such Owner within thirty (30) days of such Owner's receipt of notice of such breach;

c. A lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and

d. Any proposed action that requires the consent of Mortgagees as specified in Article 11.

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

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

12.4 Termination. Any election to terminate the Condominium must require Mortgagee approval as follows: (1) fifty-one percent (51%) in the case of such an election after substantial destruction or a substantial taking in condemnation of the Property, and (2) sixty-seven percent (67%) in all other cases.

ARTICLE 13. RIGHTS OF DECLARANT

13.1 Reserved Rights. Notwithstanding anything in this Declaration to the contrary, until the sale by Declarant of all Units in the Condominium, Declarant may:

a. But shall not be obligated to, manage and operate the Condominium in accordance with this Declaration, including the right to contract for professional management of the Condominium, subject to Section 4.4.

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

c. Grant easements upon, over, through and across the General Common Elements as may be required for furnishing any utilities, as defined at Section 10.5a, and installations related thereto, which easements may be granted to itself or its nominee and/or as may be necessary for excavation and construction of any of the Units.

d. Grant easements upon, over, through or across the General Common Elements for permanent or temporary ingress and egress to and from the Condominium and other real property adjacent to it.

e. Lease Units owned by Declarant on such terms as Declarant desires.

f. Make alterations and changes to the design or exterior materials of any Unit or part thereof during construction, if being constructed by Declarant, and subject to the approval of the Board if such alteration or change is material.

13.2 Assignment of Declarant's Rights. Declarant may from time to time assign any or all of the rights and benefits conferred on or reserved herein for Declarant in its status as such (as opposed to those rights or benefits conferred on or reserved for all Unit Owners or groups thereof), by an instrument in writing specifically identifying the rights and benefits so assigned which is recorded in the Register's Office. Upon any assignment of all rights reserved hereunder to Declarant to a transferee, the transferor under such assignment shall be relieved of any and all further liability under this Declaration.

ARTICLE 14. REMEDIES FOR VIOLATION BY OWNER

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

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

ARTICLE 15. SERVICE OF PROCESS

15.1 Agent. Service of process shall be made on:

AGENT: MIBEF Corporate Services, Inc.
100 East Wisconsin Avenue, Suite 3300
Milwaukee, WI 53202
Telephone: 414.271.6560
Facsimile: 414.277.0656

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 Register's Office.

ARTICLE 16. EASEMENTS

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

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

16.3 Further Easements. The Association may grant easements over and through the General Common Elements for such purposes as the Board deems reasonable for the benefit of Owners.

16.4 Reference to Master Declaration. Reference is made to the Master Declaration for certain additional easements, which may now or hereafter affect the Condominium.

DOC 313 MAR 21 06

ARTICLE 17. CONSTRUCTION AND EFFECT

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

17.2 Including. Whenever used herein, the term "including" preceding a list of one or more items shall indicate that the list contains examples of a general principle and is not intended as an exhaustive listing.

17.3 Captions. The captions and article and section headings in this Declaration are intended for convenience and reference only and in no way define or limit the scope or intent of the various provisions hereof.

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

17.5 Remedies. All remedies herein are cumulative.

17.6 Waivers. Whenever a waiver, consent or approval is required or permitted herein, it must be express and in writing; no waiver, consent or approval shall be implied. A waiver, consent or approval to any one matter shall not be deemed a waiver, consent or approval to any subsequent matter whether similar or not.

Executed as of the 7th day of March, 2006.

DECLARANT:
HERITAGE DEVELOPMENT OF WISCONSIN, LLC
D/B/A HD OF WISCONSIN, LLC

By: _____
Name/Title: Vice President

DOC 314 MAR 21 06

ACKNOWLEDGMENT

STATE OF Minnesota)
) SS.
COUNTY OF Ramsey)

Personally came before me this 7th day of March, 2006, the above-named Edward John Dobbs to me known to be the VP of Heritage Development of Wisconsin, LLC, d/b/a HD of Wisconsin, LLC, and the person who executed the foregoing instrument in such capacity and acknowledged the same.

Ann E. Webster

Name: Ann E. Webster
Notary Public, Dakota County, MN
My Commission: 1-31-2010

ANN E. WEBSTER
Notary Public
Minnesota
My Commission Expires January 31, 2010

This instrument was drafted by:
Paul G. Hoffman, Esq.
Michael Best & Friedrich LLP
262.956.6549

DOC 315 MAR 21 06

MORTGAGEE CONSENT AND SUBORDINATION

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

This Mortgagee Consent and Subordination is made as of the 14th day of March, 2006.

BANK:
M&I MARSHALL & ILSLEY BANK

By: Edward W Roessl
Name/Title: Edward W Roessl / Vice President

By: Jerome A Neary
Name/Title: JEROME A NEARY
VICE PRESIDENT

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS.
COUNTY OF Milwaukee)

Personally came before me this 14th day of March, 2006, the above-named Edward W Roessl and Jerome A. Neary, as the Vice President and Vice President respectively of M&I Marshall & Ilsley Bank, to me known to be the persons who executed the foregoing instrument in such capacity and acknowledged the same.

Name: GREGORY S. HAYRY
Notary Public, Wisconsin
My Commission: 4/5/09

GREGORY S. HAYRY NOTARY PUBLIC STATE OF WISCONSIN

00316 MAR 21 06

MORTGAGEE CONSENT AND SUBORDINATION

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

This Mortgagee Consent and Subordination is made as of the 7th day of March, 2006.

BANK:
HENNESSY FINANCIAL, LLC

By: _____
Name/Title: Vice President

By: _____
Name/Title: President

ACKNOWLEDGMENT

STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

Personally came before me this 7th day of March 2006, the above-named Jon C Essen and Jeffrey Aikala as the Vice President and President respectively of Hennessy Financial, LLC, to me known to be the persons who executed the foregoing instrument in such capacity and acknowledged the same.

_____
Name: Sally J. Swanson
Notary Public, Minnesota
My Commission: 1-31-2010

SALLY J. SWANSON
Notary Public
Minnesota
My Commission Expires January 31, 2010

0011317 MAR 21 06

EXHIBIT A

LEGAL DESCRIPTION AND PLAT OF CONDOMINIUM

LEGAL DESCRIPTION OF CONDOMINIUM LANDS:

PART OF LOT 1 OF CERTIFIED SURVEY MAP NO. 9681, BEING PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 AND THE NORTHWEST 1/4 AND NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWN 6 NORTH, RANGE 19 EAST, IN THE CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 22; THENCE NORTH 87°55'40" EAST ALONG THE SOUTH LINE OF SAID 1/4 SECTION 1328.91' FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION AND THE POINT OF BEGINNING OF THE LANDS TO BE DESCRIBED; THENCE NORTH 87°55'40" EAST ALONG SAID SOUTH LINE 416.87 FEET TO A POINT; THENCE SOUTH 23°15'38" WEST 244.88 FEET TO A POINT; THENCE SOUTH 03°24'15" WEST 406.60 FEET TO A POINT; THENCE SOUTH 77°14'14" EAST 94.43 FEET TO A POINT; THENCE SOUTH 50°58'47" EAST 54.77 FEET TO A POINT; THENCE SOUTH 05°58'27" EAST 62.48 FEET TO A POINT; THENCE SOUTH 87°59'34" WEST 169.09 FEET TO A POINT ON THE EAST LINE OF TIMBER RIDGE DRIVE; THENCE NORTH 02°00'26" WEST ALONG SAID EAST LINE 23.04 FEET TO A POINT; THENCE NORTHWESTERLY 363.24 FEET ALONG SAID EAST LINE AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE WEST, WHOSE RADIUS IS 380.00 FEET AND WHOSE CHORD BEARS NORTH 29°23'30" WEST 349.57 FEET TO A POINT; THENCE NORTH 14°55'32" EAST 208.98 FEET TO A POINT; THENCE NORTH 62°42'44" WEST 166.01 FEET TO A POINT; THENCE SOUTH 88°31'32" WEST 24.99 FEET TO A POINT; THENCE SOUTH 35°14'45" WEST 172.79 FEET TO A POINT IN THE EAST LINE OF TIMBER RIDGE DRIVE; THENCE NORTHWESTERLY 71.49 FEET ALONG SAID EAST LINE AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTHEAST, WHOSE RADIUS IS 220.00 FEET AND WHOSE CHORD BEARS NORTH 23°44'41" WEST 71.17 FEET TO A POINT; THENCE NORTH 14°26'10" WEST ALONG SAID EAST LINE 27.68 FEET TO A POINT; THENCE NORTHWESTERLY 159.55 FEET ALONG SAID EAST LINE AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHWEST, WHOSE RADIUS IS 180.00 FEET AND WHOSE CHORD BEARS NORTH 39°49'47" WEST 154.38 FEET TO A POINT; THENCE NORTH 33°09'10" EAST 35.91 FEET TO A POINT; THENCE NORTH 42°38'36" WEST 18.58 FEET TO A POINT; THENCE NORTH 47°21'24" EAST 25.32 FEET TO A POINT; THENCE NORTH 00°08'58" WEST 159.56 FEET TO A POINT; THENCE NORTH 40°43'40" WEST 36.35 FEET TO A POINT; THENCE NORTH 49°16'20" EAST 19.98 FEET TO A POINT; THENCE NORTH 37°54'12" WEST 36.21 FEET TO A POINT ON THE EAST LINE OF ELISE COURT; THENCE NORTHEASTERLY 80.98 FEET ALONG SAID EAST LINE AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTHWEST, WHOSE RADIUS IS 45.50 FEET AND WHOSE CHORD BEARS NORTH 18°22'05" EAST 70.71 FEET TO A POINT; THENCE NORTH 50°46'18" EAST 40.08 FEET TO A POINT; THENCE SOUTH 37°31'23" EAST 6.90 FEET TO A POINT; THENCE SOUTH 89°26'52" EAST 204.55 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION; THENCE SOUTH 00°08'57" EAST ALONG SAID EAST LINE 309.81 FEET TO THE POINT OF BEGINNING. SAID LAND CONTAINS 268,117 SQ. FT. (6.1551 ACRES).

VILLAS AT TIMBER RIDGE CONDOMINIUM

PART OF LOT 1 OF CERTIFIED SURVEY MAP NO. 9681, BEING PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 AND THE NORTHWEST 1/4 AND NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWN 6 NORTH, RANGE 19 EAST, IN THE CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN.

NOTES:

1. BEARINGS REFER TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE.

2. LIMITED COMMON ELEMENTS OF EACH UNIT CONSIST OF (1) PATIO OR DECK APPURTENANT TO A UNIT; (2) WALKWAYS PROVIDING UNIT ACCESS WHERE SHOWN ON THE PLAT ARE LIMITED COMMON ELEMENTS AND MAY BE APPURTENANT TO EITHER ONE OR TWO UNITS AS DEPICTED ON THE PLAT; (3) THE LIGHT FIXTURE AND LIGHT BULB LIGHTING THE PORCH OR DECK, (4) DRIVEWAY CONNECTING GARAGE FORMING PART OF UNIT AND ADJACENT PUBLIC ROAD OR PRIVATE DRIVE; AND (5) THE MAILBOX

3. ALL AREAS WITHIN THE CONDOMINIUM AND OUTSIDE OF THE UNITS AND EXPANSION LAND, ARE COMMON ELEMENTS.

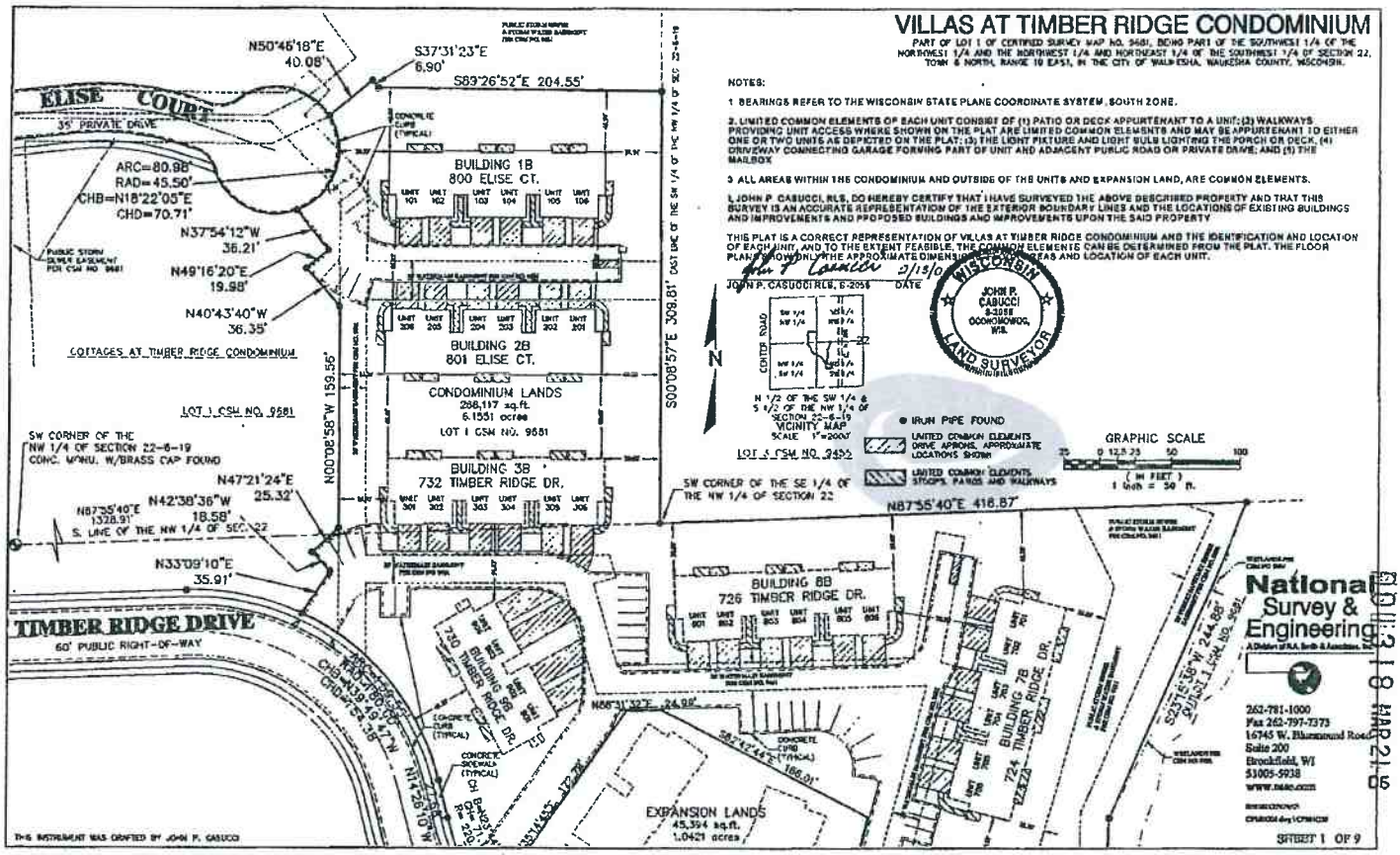
I, JOHN P. CASUCCI, RLS, DO HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THIS SURVEY IS AN ACCURATE REPRESENTATION OF THE EXTERIOR BOUNDARY LINES AND THE LOCATIONS OF EXISTING BUILDINGS AND IMPROVEMENTS AND PROPOSED BUILDINGS AND IMPROVEMENTS UPON THE SAID PROPERTY

THIS PLAT IS A CORRECT REPRESENTATION OF VILLAS AT TIMBER RIDGE CONDOMINIUM AND THE IDENTIFICATION AND LOCATION OF EACH UNIT, AND TO THE EXTENT FEASIBLE, THE COMMON ELEMENTS CAN BE DETERMINED FROM THE PLAT. THE FLOOR PLANS SHOW ONLY THE APPROXIMATE DIMENSIONS OF THE AREAS AND LOCATION OF EACH UNIT.

John P. Casucci 2/13/0

JOHN P. CASUCCI RLS, S-2056 DATE

WISCONSIN JOHN P. CASUCCI S-2056 OCONOMOWOC, WIS. LAND SURVEYOR



National Survey & Engineering
A Division of R.A. Smith & Associates, Inc.

262-781-1000
Fax 262-797-7373
16745 W. Bluemound Road
Suite 200
Brookfield, WI
53005-5938
WWW.DSSC.COM

THIS INSTRUMENT WAS DRAFTED BY JOHN P. CASUCCI

SHEET 1 OF 9

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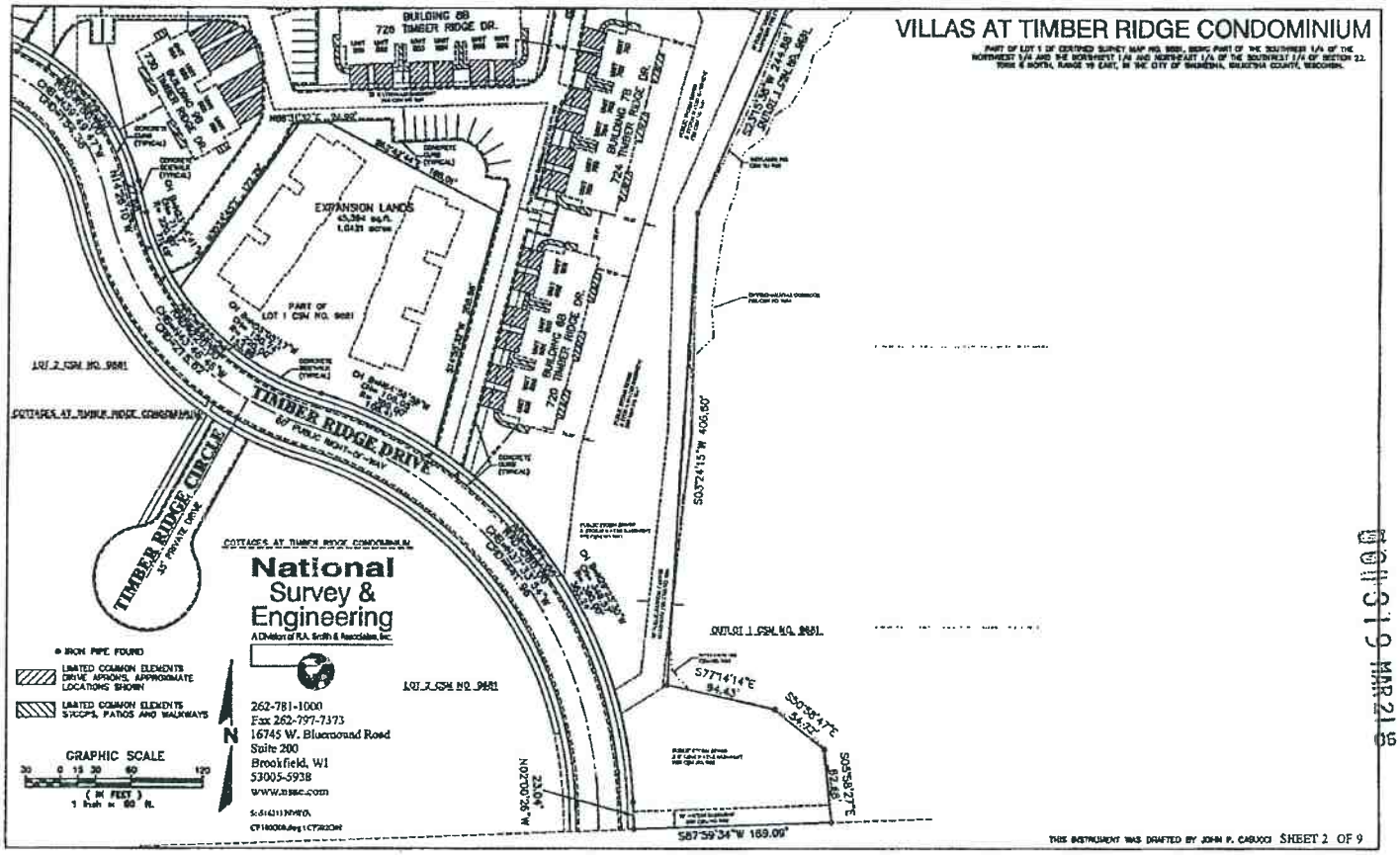

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EXHIBIT B

EXPANSION REAL ESTATE

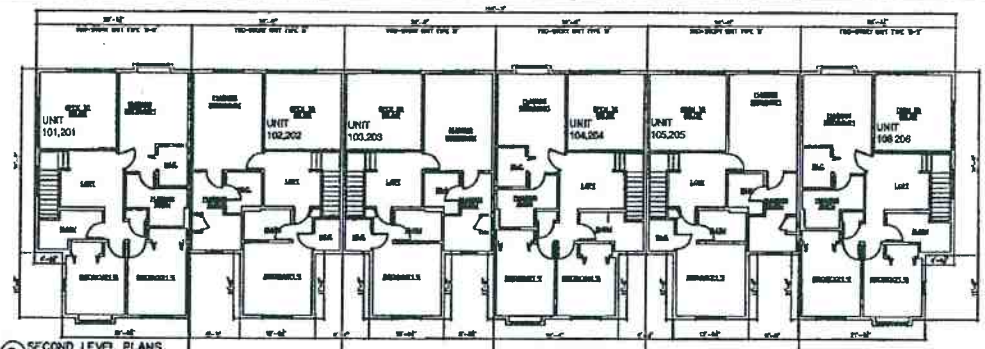
LEGAL DESCRIPTION OF EXPANSION LANDS:

PART OF LOT 1 OF CERTIFIED SURVEY MAP NO. 9681, BEING PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 AND THE NORTHWEST 1/4 AND NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWN 6 NORTH, RANGE 19 EAST, IN THE CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 22; THENCE NORTH 87°55'40" EAST ALONG THE SOUTH LINE OF SAID 1/4 SECTION 1328.91' FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION; THENCE NORTH 87°55'40" EAST ALONG SAID SOUTH LINE 416.87 FEET TO A POINT; THENCE SOUTH 23°15'38" WEST 244.88 FEET TO A POINT; THENCE SOUTH 03°24'15" WEST 406.60 FEET TO A POINT; THENCE SOUTH 77°14'14" EAST 94.43 FEET TO A POINT; THENCE SOUTH 50°58'47" EAST 54.77 FEET TO A POINT; THENCE SOUTH 05°58'27" EAST 62.48 FEET TO A POINT; THENCE SOUTH 87°59'34" WEST 169.09 FEET TO A POINT ON THE EAST LINE OF TIMBER RIDGE DRIVE; THENCE NORTH 02°00'26" WEST ALONG SAID EAST LINE 23.04 FEET TO A POINT; THENCE NORTHWESTERLY 363.24 FEET ALONG SAID EAST LINE AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE WEST, WHOSE RADIUS IS 380.00 FEET AND WHOSE CHORD BEARS NORTH 29°23'30" WEST 349.57 FEET TO THE POINT OF BEGINNING OF THE LANDS TO BE DESCRIBED; THENCE NORTHWESTERLY 108.41 FEET ALONG SAID EAST LINE AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE WEST, WHOSE RADIUS IS 380.00 FEET AND WHOSE CHORD BEARS NORTH 64°56'59" WEST 108.05 FEET TO A POINT; THENCE NORTHWESTERLY 153.86 FEET ALONG SAID EAST LINE AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTHEAST, WHOSE RADIUS IS 220.00 FEET AND WHOSE CHORD BEARS NORTH 53°05'17" WEST 150.74 FEET TO A POINT; THENCE NORTH 35°14'45" EAST 172.79 FEET TO A POINT; THENCE NORTH 88°31'32" EAST 24.99 FEET TO A POINT; THENCE SOUTH 62°42'44" EAST 166.01 FEET TO A POINT; THENCE SOUTH 14°55'32" WEST 208.98 FEET TO THE POINT OF BEGINNING. SAID LAND CONTAINS 45,394 SQ. FT. (1.0421 ACRES).

VILLAS AT TIMBER RIDGE CONDOMINIUM

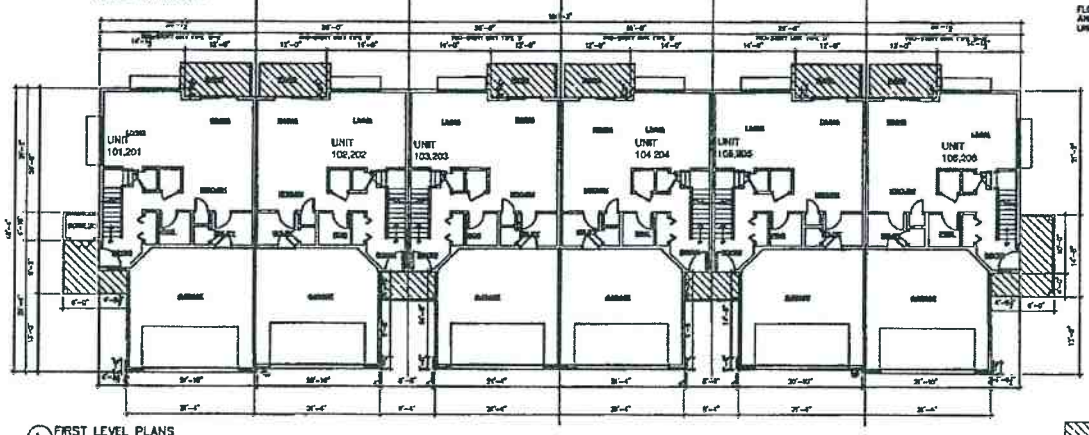
CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN.



2 SECOND LEVEL PLANS
BUILDING 1B & 2B
DRAWING NOT TO SCALE

UNIT AREAS
101,201 - 1921 SQ.FT.
102,202 - 1801 SQ.FT.
103,203 - 1801 SQ.FT.
104,204 - 1907 SQ.FT.
105,205 - 1801 SQ.FT.
106,206 - 1921 SQ.FT.

FLOORPLANS AND UNIT AREAS OBTAINED FROM TDI & ASSOC. AND ARE BASED ON DESIGN PLANS. THE FLOOR PLANS AND UNIT AREAS DO NOT REFLECT AS-BUILT CONDITIONS.



1 FIRST LEVEL PLANS
BUILDING 1B & 2B
DRAWING NOT TO SCALE

LIMITED COMMON ELEMENTS
STOOPS, PATIOS

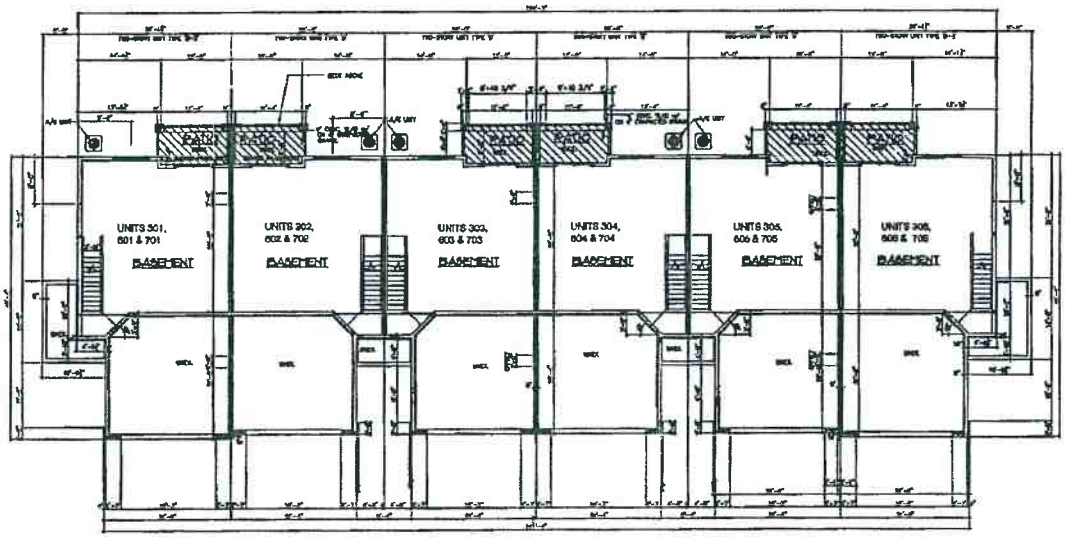
National Survey & Engineering
A Division of N.A. Smith & Associates, Inc.
262-781-1000
Fax 262-797-7373
16745 W. Bluemound Road
Suite 200
Brookfield, WI 53005-5938
www.nsec.com

THIS INSTRUMENT WAS DRAFTED BY JOHN P. DABUCCI

001321 MAR 21 06

VILLAS AT TIMBER RIDGE CONDOMINIUM

CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN.



1 BASEMENT/FOUNDATION PLAN

BUILDINGS 3B, 6B, & 7B
DRAWING NOT TO SCALE

FLOORPLANS AND UNIT AREAS OBTAINED FROM TDI & ASSOC. AND ARE BASED ON DESIGN PLANS. THE FLOOR PLANS AND UNIT AREAS DO NOT REFLECT AS-BUILT CONDITIONS.

LIMITED COMMON ELEMENTS
STOOPS, PATIOS

National Survey & Engineering
A Division of U.S. Smith & Associates, Inc.
262-781-1000
Fax 262-797-7373
16745 W. Bluemound Road
Suite 200
Brookfield, WI 53005-5938
www.nsec.com

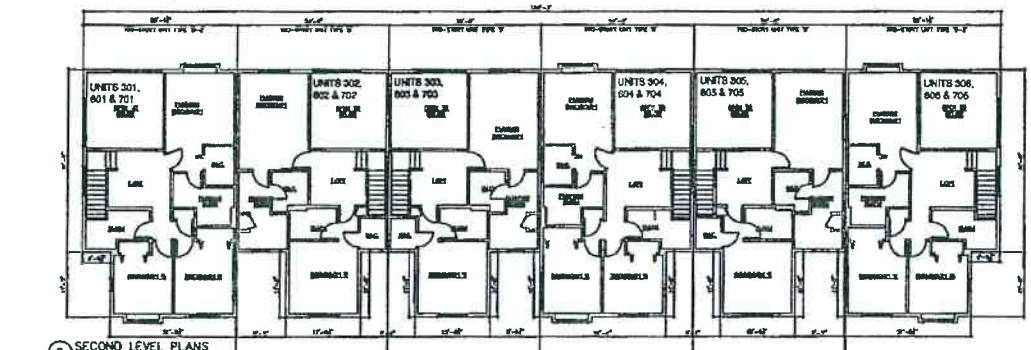
SHEET 4 OF 9

THIS INSTRUMENT WAS DRAFTED BY JOHN P. CABUCCI

004322 MAR 21 05

VILLAS AT TIMBER RIDGE CONDOMINIUM

CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN.

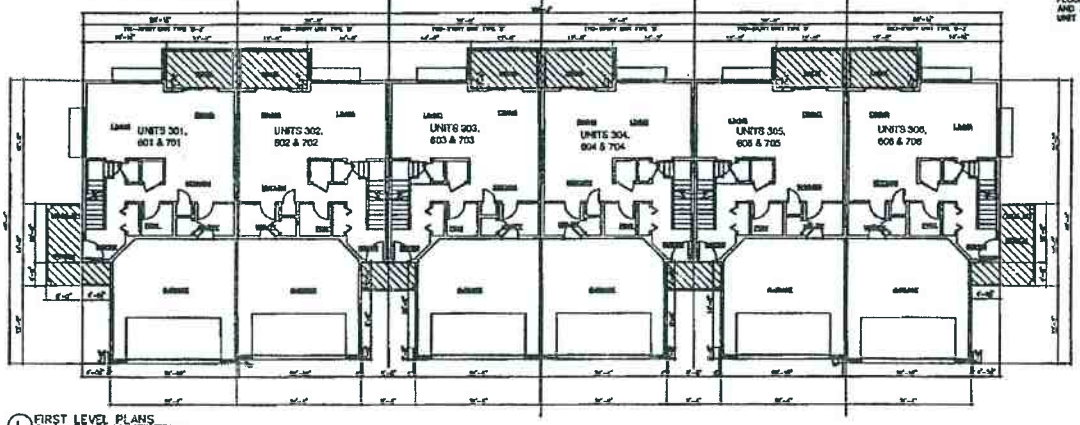


2 SECOND LEVEL PLANS

BUILDINGS 3B, 4B, 6B & 7B
DRAWINGS ARE NOT TO SCALE

UNIT AREAS
301,601 701 - 2585 SQ.FT.
302,602,702 - 2471 SQ.FT.
303,603,703 - 2471 SQ.FT.
304,604,704 - 2578 SQ.FT.
305,605,705 - 2471 SQ.FT.
306,606,706 - 2585 SQ.FT.

FLOORPLANS AND UNIT AREAS OBTAINED FROM TDI & ASSOC. AND ARE BASED ON DESIGN PLANS. THE FLOOR PLANS AND UNIT AREAS DO NOT REFLECT AS-BUILT CONDITIONS.



1 FIRST LEVEL PLANS

BUILDINGS 3B, 6B & 7B
DRAWINGS ARE NOT TO SCALE

UNITED COMMON ELEMENTS
STOOPS, PATIOS

National Survey & Engineering
A Division of U.S. Bank & Assoc., Inc.
263-781-1000
Fax 262-797-7375
16745 W. Bluemound Road
Suite 200
Brookfield, WI 53005-5938
www.nsae.com

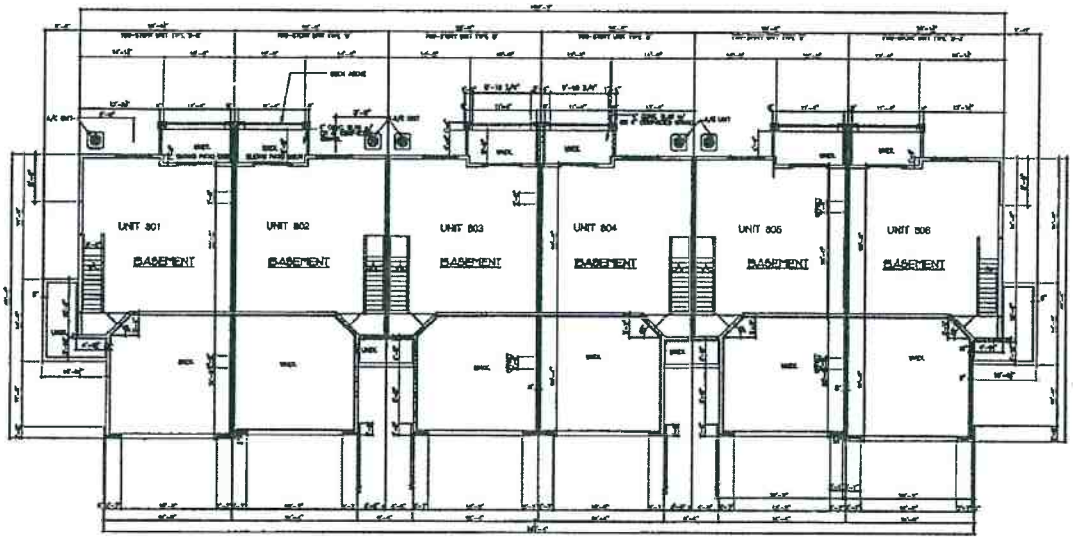
THIS INSTRUMENT WAS DRAFTED BY JOHN P. CARUCCI

SHEET 5 OF 9

2011323 MAR 21 05

VILLAS AT TIMBER RIDGE CONDOMINIUM

CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN.



1 BASEMENT/FOUNDATION PLAN

BUILDING 6B
DRAWING NOT TO SCALE

FLOORPLANS AND UNIT AREAS OBTAINED FROM TDI & ASSOC. AND ARE BASED ON DESIGN PLANS. THE FLOOR PLANS AND UNIT AREAS DO NOT REFLECT AS-BUILT CONDITIONS.

LIMITED COMMON ELEMENTS
STOOPS, PATIOS

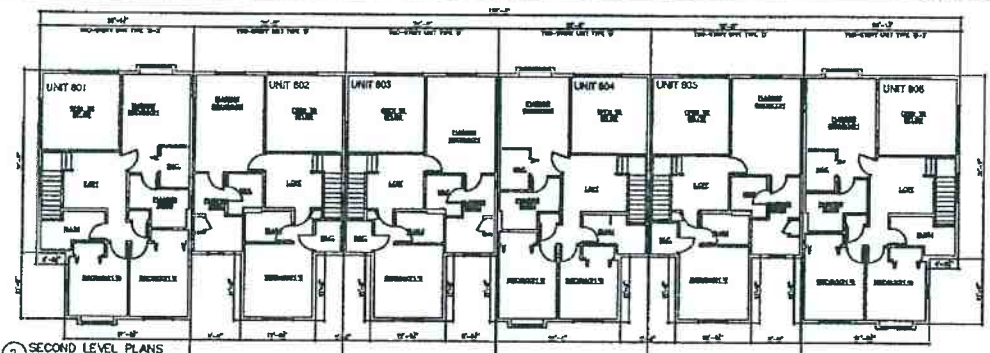
National Survey & Engineering
A Division of R.S. Brink & Associates, Inc.
262-781-1000
Fax 262-797-7373
16745 W. Bluemound Road
Suite 200
Brookfield, WI 53005-5938
www.nsac.com

THIS INSTRUMENT WAS DRAFTED BY JOHN P. CAGUCCI

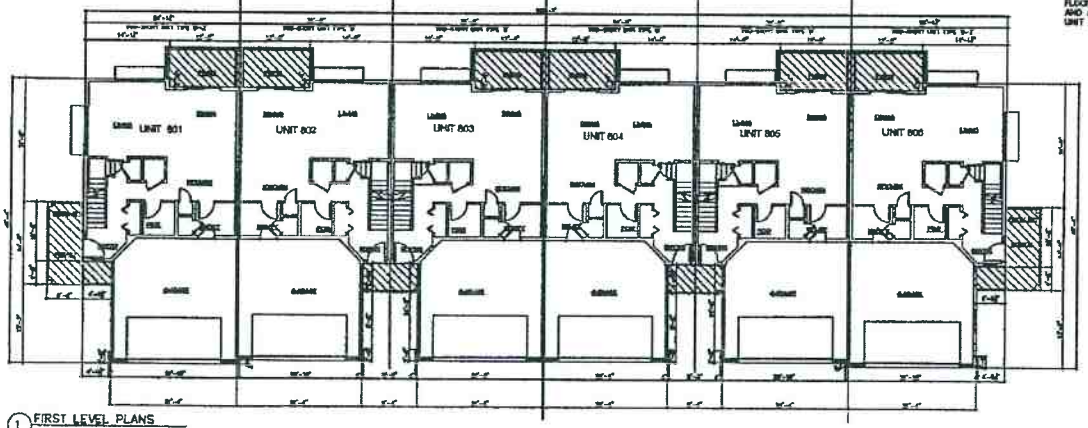
DOC 1324 MAR 21 05

VILLAS AT TIMBER RIDGE CONDOMINIUM

CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN.



2 SECOND LEVEL PLANS
BUILDINGS 5B & 8B
DRAWINGS ARE NOT TO SCALE



1 FIRST LEVEL PLANS
BUILDING 8B
DRAWINGS ARE NOT TO SCALE

UNIT AREAS
801 - 2585 SQ.FT.
802 - 2471 SQ.FT.
803 - 2471 SQ.FT.
804 - 2578 SQ.FT.
805 - 2471 SQ.FT.
806 - 2585 SQ.FT.

FLOORPLANS AND UNIT AREAS OBTAINED FROM TDI & ASSOC. AND ARE BASED ON DESIGN PLANS. THE FLOOR PLANS AND UNIT AREAS DO NOT REFLECT AS-BUILT CONDITIONS.

LIMITED COMMON ELEMENTS STOOPS, PATIOS

National Survey & Engineering
A Division of R.A. Smith & Associates, Inc.
262-781-1000
Fax 262-797-7373
16745 W. Bluemound Road
Suite 200
Brookfield, WI 53005-5938
www.ns-ne.com

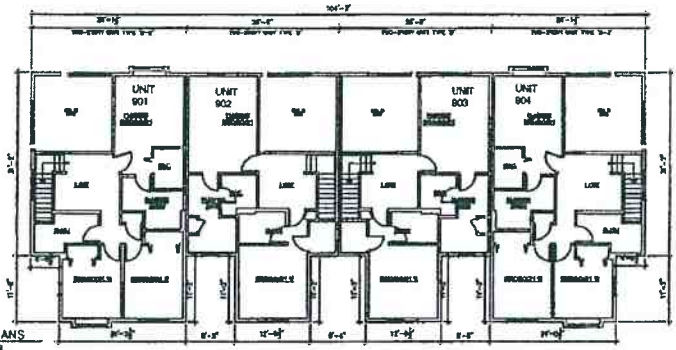
THIS INSTRUMENT WAS DRAFTED BY JOHN P. CIUCCI

SHEET 7 OF 9

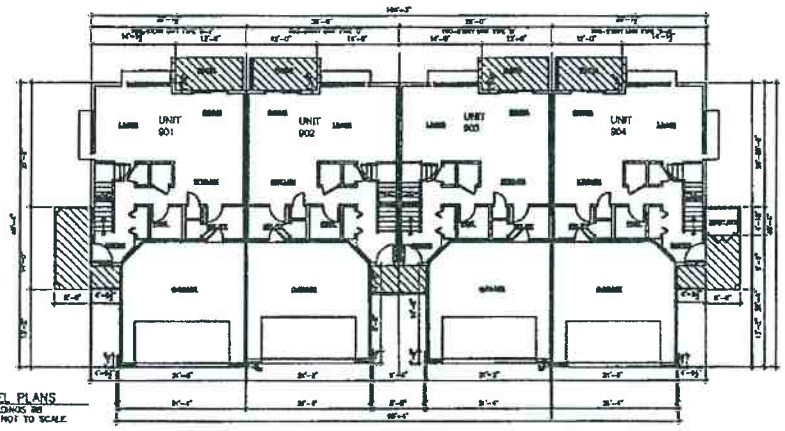
00 11 325 MAR 21 '05

VILLAS AT TIMBER RIDGE CONDOMINIUM

CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN.



2 SECOND LEVEL PLANS
BUILDING 9B
DRAWING NOT TO SCALE



1 FIRST LEVEL PLANS
BUILDINGS 9B
DRAWING NOT TO SCALE

UNIT AREAS
901 - 1911 SQ.FT.
902 - 1791 SQ.FT.
903 - 1791 SQ.FT.
904 - 1911 SQ.FT.

FLOORPLANS AND UNIT AREAS OBTAINED FROM TOI & ASSOC. AND ARE BASED ON DESIGN PLANS. THE FLOOR PLANS AND UNIT AREAS DO NOT REFLECT AS-BUILT CONDITIONS.

LIMITED COMMON ELEMENTS
STOOPS, PATIOS

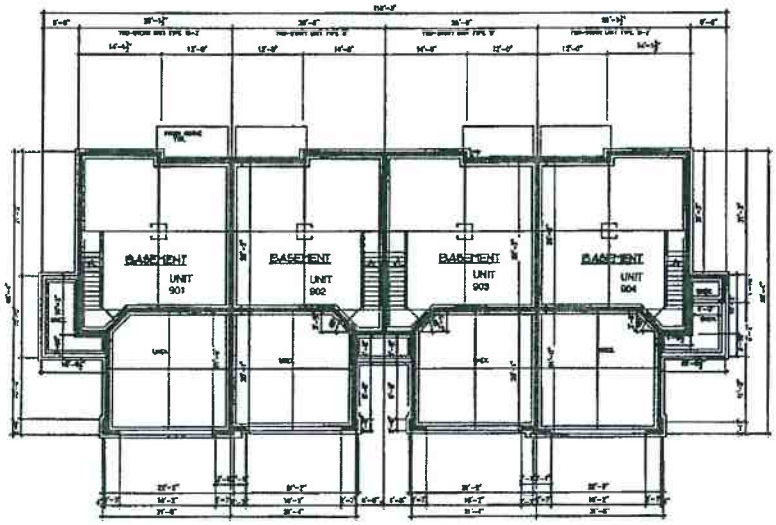
National Survey & Engineering
A Division of R.A. Smith & Associates Inc.
262-781-1000
Fax 262-797-7373
16745 W. Bluemound Road
Suite 200
Brookfield, WI 53005-5938
www.rsae.com

THIS INSTRUMENT WAS DRAFTED BY JOHN P. CASUCCI

SHEET 8 OF 9

VILLAS AT TIMBER RIDGE CONDOMINIUM

CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN.



1 BASEMENT/FOUNDATION PLAN
BUILDING 90
DRAWING NOT TO SCALE

FLOORPLANS AND UNIT AREAS OBTAINED FROM TDI & ASSOC. AND ARE BASED ON DESIGN PLANS. THE FLOOR PLANS AND UNIT AREAS DO NOT REFLECT AS-BUILT CONDITIONS.

National Survey & Engineering
A Division of R.A. Smith & Associates, Inc.
262-781-1000
Fax 262-797-7373
16745 W. Bluemound Road
Suite 200
Brookfield, WI 53005-5938
www.nsinc.com

LIMITED COMMON ELEMENTS
STOOPS, PATIOS

THIS INSTRUMENT WAS DRAFTED BY JOHN P. CASUCCI

SHEET 9 OF 9

00:327 MAR 21 08

EXHIBIT D

TIMBER RIDGE COMMUNITY LEGAL DESCRIPTION

LOTS 1 AND 2 OF CSM NO. 9681, RECORDED WITH THE REGISTER OF DEEDS FOR WAUKESHA COUNTY, WISCONSIN, ON DECEMBER 4, 2003, IN VOLUME 89 ON PAGES 147-154, AS DOCUMENT NO. 3105535, BEING A PART OF THE SW ¼ OF THE NW ¼ AND THE NW ¼ AND NE ¼ OF THE SW ¼ OF SECTION 22, TOWN 6 NORTH, RANGE 19 EAST IN THE CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN, AND ALL OF LOT 1 OF CSM NO. 9682, RECORDED WITH THE REGISTER OF DEEDS FOR WAUKESHA COUNTY, WISCONSIN, ON DECEMBER 4, 2003, IN VOLUME 89 ON PAGES 155-160, AS DOCUMENT NO. 3105596, BEING A PART OF THE SW ¼ OF THE NW ¼ OF SECTION 22, TOWN 6 NORTH, RANGE 19 EAST IN THE CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN.

SECOND AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF VILLAS AT TIMBER RIDGE CONDOMINIUM

4196364

REGISTER OF DEEDS
WAUKESHA COUNTY, WI
RECORDED ON

March 18, 2016 01:12 PM
James R Behrend
Register of Deeds

15 PGS
TOTAL FEE:$30.00
TRANS FEE:$0.00

Book Page -

Register of deeds recording area

Name and return address
Steve DeCleene
N51 W17154 Shagbark Road
Menomonee Falls, WI 53051

Parcel ID Nos: SEE ATTACHED
SCHEDULE I

2015

This Second Amendment to the Declaration of Condominium of Villas at Timber Ridge Condominium ("Second Amendment") is made and entered into by Timber Ridge Villas, LLC, a Wisconsin limited liability company ("Villas") and the Villas at Timber Ridge Condominium Association, Inc. ("Association"). This Second Amendment affects the real property identified on **Schedule I** hereto.

RECITALS

A. Heritage Development of Wisconsin, LLC, a limited liability company ("Heritage"), recorded a Declaration of Condominium of Villas at Timber Ridge Condominium in the office of the Register of Deeds for Waukesha County, Wisconsin on March 21, 2006 as Document No. 3371422 ("Declaration"), which subjected certain property in the City of Waukesha, Waukesha County, Wisconsin, to the Condominium Ownership Act ("Act").

B. In Article 10 of the Declaration, the declarant reserved the right to expand the Condominium by subjecting to the Declaration parts or all of the real estate described in Exhibit B of the Declaration ("Expansion Real Estate") and constructing buildings, units and other improvements thereon.

C. In Article 11 of the Declaration, amendment to the Declaration is permitted by written consent of Unit Owners holding at least seventy percent (70%) of the Interests (including approval by such Unit Owners' mortgagee) which written consent has been obtained prior to the recordation of this Second Amendment.

D. In Article 13 of the Declaration, the declarant reserved the right to make alterations and changes to the design and exterior materials of any Unit or part thereof subject to the approval of the board of the Association if such change is material.

E. Consent from the board of the Association to reconfigure the Buildings and floor plans for Units 301-306, 601-606, 701-706, Units 801-806 and 901-904 as more particularly stated herein has been obtained prior to the recordation of this Second Amendment.

F. Heritage assigned Heritage's interest as declarant under the Declaration to M&I Regional Properties, LLC (as successor in merger to Regional Properties, Inc.). Thereafter, M&I Regional Properties, LLC assigned its interest as declarant to Villas by an Assignment and Assumption ("Assumption") recorded in the office of the Register of Deeds for Waukesha County, Wisconsin on March 12, 2014, as Document No 4069594, which Assumption included the right to further expand the Condominium.

G. Villas, as the owner of the Expansion Real Estate, as owner of seventy percent (70%) of the Units in the Condominium and as the holder of the declarant's rights under the

Declaration, now desires to subject to the Declaration the Expansion Real Estate and to modify the Declaration and the Plat to reconfigure Units 301-306, Units 601-606, 701-706, 801-806 and 901-904 for the construction of a total of twenty-eight (28) side-by-side Units, some of which to be constructed on the Expansion Real Estate.

H. Nothing in this Second Amendment shall alter any Owner's percentage interest in the Common Elements as each Unit shall still be calculated by dividing one by the number of Units in the Condominium. As contemplated in the Declaration, the interest appurtenant to each of the forty (40) Units in the Condominium shall remain 2.5 percent (2.5%).

I. The Expansion Real Estate and improvements thereon, together with the condominium created under the Declaration, shall be referred to herein jointly as the "Condominium." As used herein, the term "Owner" shall mean the owner of a unit in any of the buildings previously declared or declared herein, unless otherwise limited.

NOW, THEREFORE, Villas (hereafter "Declarant"), pursuant to Article 10 of the Declaration, hereby submits the Expansion Real Estate and improvements to the Act and the Declaration, subject to taxes and assessments not yet due and payable, municipal and zoning ordinances, the Declaration and all matters of record on the date hereof and the following restrictions and conditions. Further the Declarant and the Association, with the written consent and approval of seventy percent (70%) of the Owners (including their mortgagees) hereby amend the Declaration and Plat as follows:

1. Amend Section 3.1 Unit Interest in its entirety to state as follows:

"Each Unit shall have an Interest equal to one (1) divided by the number of Units in the Condominium. The interest appurtenant to each of the forty (40) Units is 2.5 percent (2.5%)."

2. Delete the last sentence in Section 4.3 Control of Association and restate as follows:

"For purposes of calculating the percentages set forth in this section, the percentage of Interests conveyed to purchasers shall be calculated with reference to a total of forty (40) Units."

3. Amend Section 5.8 Common Expenses and Surpluses in its entirety to state as follows:

"Except as otherwise provided in this Declaration, Common Expenses and Surpluses shall be allocated among all Units as follows:

UNIT	PERCENTAGE SHARE
Units 101-106	1.953125% per Unit
Units 201-206	1.953125% per Unit
Units 301-306	2.734375% per Unit
Units 601-606	2.734375% per Unit
Units 701-706	2.734375% per Unit
Units 801-806	2.734375% per Unit
Units 901-904	2.734375% per Unit

The differing allocation of the percentage of common expenses per Unit accounts for the fact that that the side-by-side Units will have different care and maintenance requirements than the six-unit Buildings. All common surpluses of the Condominium for each of its fiscal years shall be retained for Common Expenses of the Condominium for the next succeeding fiscal year."

4. Delete **Article 10. Expansion of Condominium** in its entirety.

5. Delete the last sentence in Section 11.1 General and restate as follows:

"For purposes of calculating the percentages set forth in this section, the percentage of Interests shall be calculated with reference to a total of forty (40) Units."

6. Article 15. Service of Process shall be amended and restated as follows:

"15.1 Agent. Service of Process shall be made on:

Agent: STEVE DECLEENE
N51 W17154 SHAGBARK ROAD
MENOMONEE FALLS, WI 53051"

7. Exhibit A to the Declaration is amended as follows:

a. The Expansion Real Estate legally described on attached **Exhibit 1A** to this Second Amendment is hereby added to and included as part of Exhibit A to the Declaration;

b. The Plat of Condominium attached to the Declaration as part of Exhibit A is hereby amended and restated in its entirety by the Addendum No. 1 to Plat of Condominium attached to this Second Amendment as **Exhibit 2A** which depicts the currently constructed Units 101-106 and Units 201-206 and reconfigures Units 301-306, 601-606, 701-706, 801-806 and 901-904 for construction of such units in side-by-side Buildings.

c. The attached **Exhibit 1C** to this Second Amendment showing the floor plans for Units 301-306, 601-606, 701-706, 801-806 and 901-904 shall amend and restate the floor plans for Units 301-306, 601-606, 701-706, 801-806 and 901-904 stated in Exhibit C to the Declaration.

8. Except as otherwise stated herein, the Declaration will remain unchanged and in full force and effect.

DECLARANT:

TIMBER RIDGE VILLAS, LLC

By: _____
Todd Becker, Authorized Member

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
) SS
COUNTYOF WAUKESHA)

Personally came before me this 18 day of March 2016, the above-named Todd Becker, as the Authorized Member for Timber Ridge Villas, LLC, to me known to be the person who executed the foregoing instrument in such capacity and acknowledged the same.

Name: Cheryl L. Piper
Notary Public, _____
My Commission: 2/18/18

NOTARY PUBLIC
CHERYL L. PIPER
STATE OF WISCONSIN

ASSOCIATION CERTIFICATION & APPROVAL

I Steve DeCleene, President of the Villas at Timber Ridge Condominium Association, Inc. ("Association") hereby certify that: (i) the Association has received the written consent and approval of Owners of Units (including written consent of their Mortgagees) which represent at least seventy percent (70%) of the Interests; (ii) that more than fifty-one percent (51%) of the Units' Mortgagees have consented and approved of the amendments being made in this Second Amendment; (iii) that the Board for the Association has approved of the amendments being made in this Second Amendment; (iv) that all requisite consents and approvals as required by the Declaration and Wis. Stat. § 703.09(2) have been obtained for the amendments being made in this Second Amendment.

ASSOCIATION:

VILLAS AT TIMBER RIDGE CONDOMINIUM ASSOCIATION, INC.

By: _____
Steve DeCleene, President

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
) SS
COUNTYOF WAUKESHA)

Personally came before me this 18TH day of March 2016, the above-named Steve DeCleene as President of the Villas at Timber Ridge Condominium Association, Inc. to me known to be the person who executed the foregoing instrument in such capacity and acknowledged the same.

_____
Name: NICOLE HOWARD
DEPUTY REGISTER OF DEEDS OF WAUKESHA CO.
MY TERM OF OFFICE EXPIRES 1-1-2017

This instrument drafted by: Attorney Nicholas J. Infusino
Madrigrano, Aiello & Santarelli, LLC
1108 56th Street
Kenosha, WI 53140

SCHEDULE I

LEGAL DESCRIPTION AND PARCEL IDENTIFICATION NUMBERS FOR REAL PROPERTY SUBJECT TO THIS SECOND AMENDMENT

Units 101, 102, 103, 104, 105, and 106, Building 1B, Units 201, 202, 203, 204, 205, and 206, Building 2B, Units 301, 302, 303, 304, 305, and 306, Building 3B, Units 601, 602, 603, 604, 605, and 606, Building 6B, Units 701, 702, 703, 704, 705, and 706, Building 7B, Units 801, 802, 803, 804, 805, and 806, Building 8B, Units 901, 902, 903 and 904, Building 9B, with said units' fractional interest in the common elements all in the Villas at Timber Ridge Condominium(s), a condominium declared and existing under and by virtue of the Condominium Ownership Act of the State of Wisconsin and recorded by a "Declaration of Condominium" as such condominium recorded on March 21, 2006, in the Office of the Register of Deeds for Waukesha County, Wisconsin as Document No. 3371422, and any amendments thereto, and by its Condominium Plat. Said Land being in the City of Waukesha, Waukesha County, Wisconsin.

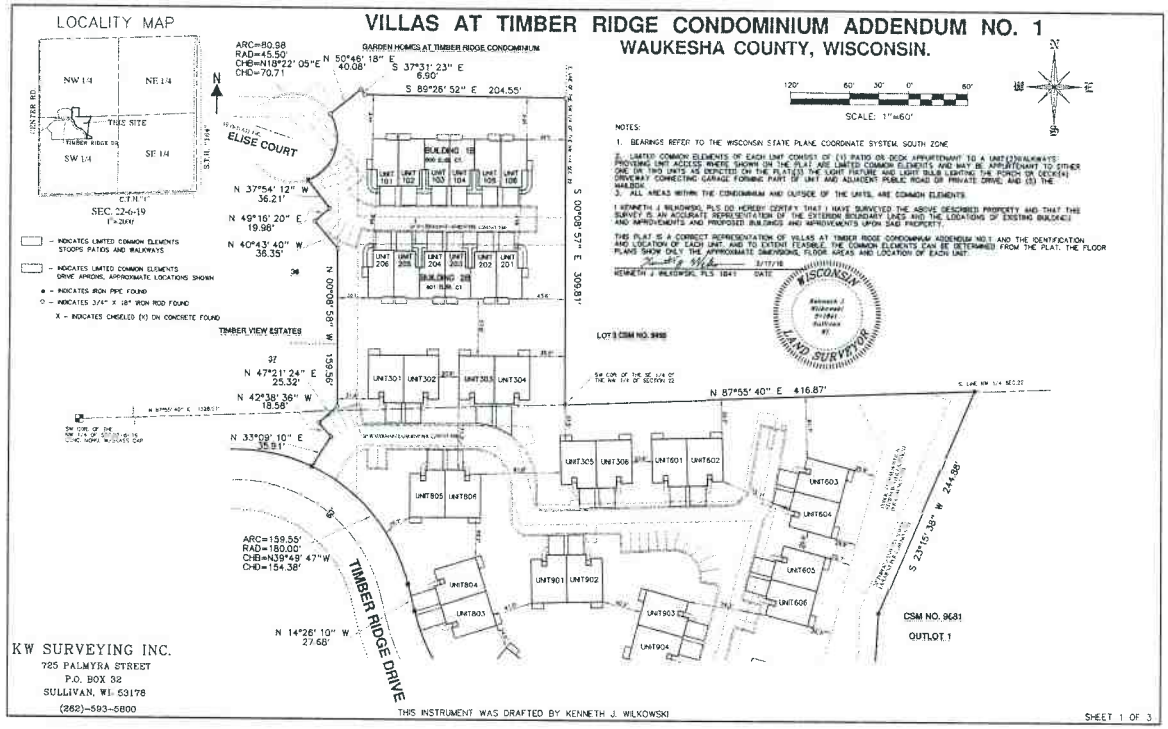
EXPANSION REAL ESTATE BEING INCORPORATED:

PART OF LOT 1 OF CERTIFIED SURVEY MAP NO. 9681, BEING PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 AND THE NORTHWEST 1/4 AND NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWN 6 NORTH, RANGE 19 EAST, IN THE CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 22; THENCE NORTH 87°55'40" EAST ALONG THE SOUTH LINE OF SAID 1/4 SECTION 1328.91' FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION; THENCE NORTH 87°55'40" EAST ALONG SAID SOUTH LINE 416.87 FEET TO A POINT; THENCE SOUTH 23°15'38" WEST 244.88 FEET TO A POINT; THENCE SOUTH 03°24'15" WEST 406.60 FEET TO A POINT; THENCE SOUTH 77°14'14" EAST 94.43 FEET TO A POINT; THENCE SOUTH 50°58'47" EAST 54.77 FEET TO A POINT; THENCE SOUTH 05°58'27" EAST 62.48 FEET TO A POINT; THENCE SOUTH 87°59'34" WEST 169.09 FEET TO A POINT ON THE EAST LINE OF TIMBER RIDGE DRIVE; THENCE NORTH 02°00'26" WEST ALONG SAID EAST LINE 23.04 FEET TO A POINT; THENCE NORTHWESTERLY 363.24 FEET ALONG SAID EAST LINE AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE WEST, WHOSE RADIUS IS 380.00 FEET AND WHOSE CHORD BEARS NORTH 29°23'30" WEST 349.57 FEET TO THE POINT OF BEGINNING OF THE LANDS TO BE DESCRIBED; THENCE NORTHWESTERLY 108.41 FEET ALONG SAID EAST LINE AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE WEST, WHOSE RADIUS IS 380.00 FEET AND WHOSE CHORD BEARS NORTH 64°56'59" WEST 108.05 FEET TO A POINT; THENCE NORTHWESTERLY 153.86 FEET ALONG SAID EAST LINE AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTHEAST, WHOSE RADIUS IS 220.00 FEET AND WHOSE CHORD BEARS NORTH 53°05'17" WEST 150.74 FEET TO A POINT; THENCE NORTH 35°14'45" EAST 172.79 FEET TO A POINT; THENCE NORTH 88°31'32" EAST 24.99 FEET TO A POINT; THENCE SOUTH 62°42'44" EAST 166.01 FEET TO A POINT; THENCE SOUTH 14°55'32" WEST 208.98 FEET TO THE POINT OF BEGINNING. SAID LAND CONTAINS 45,394 SQ. FT. (1.0421 ACRES).

VILLAS AT TIMBER RIDGE CONDOMINIUM ADDENDUM NO. 1

WAUKESHA COUNTY, WISCONSIN.



SCALE: 1"=60'

NOTES:

1. BEARINGS REFER TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE
2. LIMITED COMMON ELEMENTS OF EACH UNIT CONSIST OF (1) PATIO OR DECK APPURTENANT TO A UNIT (2) WALKWAYS PROVIDING UNIT ACCESS WHERE SHOWN ON THE PLAT ARE LIMITED COMMON ELEMENTS AND MAY BE APPURTENANT TO EITHER ONE OR TWO UNITS AS DEPICTED ON THE PLAT (3) THE LIGHT FIXTURE AND LIGHT BULB LIGHTING THE PORCH OR DECK (4) DRIVEWAY CONNECTING GARAGE FORMING PART OF UNIT AND ADJACENT PUBLIC ROAD OR PRIVATE DRIVE, AND (5) THE MAILBOX.
3. ALL AREAS WITHIN THE CONDOMINIUM AND OUTSIDE OF THE UNITS, ARE COMMON ELEMENTS.

I KENNETH J WILKOWSKI, PLS DO HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THIS SURVEY IS AN ACCURATE REPRESENTATION OF THE EXTERIOR BOUNDARY LINES AND THE LOCATIONS OF EXISTING BUILDING AND IMPROVEMENTS AND PROPOSED BUILDINGS AND IMPROVEMENTS UPON SAID PROPERTY.

THIS PLAT IS A CORRECT REPRESENTATION OF VILLAS AT TIMBER RIDGE CONDOMINIUM ADDENDUM NO.1 AND THE IDENTIFICATION AND LOCATION OF EACH UNIT AND TO EXTENT FEASIBLE, THE COMMON ELEMENTS CAN BE DETERMINED FROM THE PLAT. THE FLOOR PLANS SHOW ONLY THE APPROXIMATE DIMENSIONS, FLOOR AREAS AND LOCATION OF EACH UNIT.

KENNETH J WILKOWSKI, PLS 1841 — DATE 3/17/16

WISCONSIN KENNETH J WILKOWSKI 1841 SULLIVAN WI LAND SURVEYOR

KW SURVEYING INC.
725 PALMYRA STREET
P.O. BOX 32
SULLIVAN, WI. 53178
(262)-593-5800

THIS INSTRUMENT WAS DRAFTED BY KENNETH J. WILKOWSKI

EXHIBIT 2A
ADDENDUM NO. 1 TO PLAT OF CONDOMINIUM
(REPLAT)

Attached Hereto

EXHIBIT 1A

LEGAL DESCRIPTION OF EXPANSION REAL ESTATE BEING INCORPORATED

PART OF LOT 1 OF CERTIFIED SURVEY MAP NO. 9681, BEING PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 AND THE NORTHWEST 1/4 AND NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWN 6 NORTH, RANGE 19 EAST, IN THE CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 22; THENCE NORTH 87°55'40" EAST ALONG THE SOUTH LINE OF SAID 1/4 SECTION 1328.91' FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION; THENCE NORTH 87°55'40" EAST ALONG SAID SOUTH LINE 416.87 FEET TO A POINT; THENCE SOUTH 23°15'38" WEST 244.88 FEET TO A POINT; THENCE SOUTH 03°24'15" WEST 406.60 FEET TO A POINT; THENCE SOUTH 77°14'14" EAST 94.43 FEET TO A POINT; THENCE SOUTH 50°58'47" EAST 54.77 FEET TO A POINT; THENCE SOUTH 05°58'27" EAST 62.48 FEET TO A POINT; THENCE SOUTH 87°59'34" WEST 169.09 FEET TO A POINT ON THE EAST LINE OF TIMBER RIDGE DRIVE; THENCE NORTH 02°00'26" WEST ALONG SAID EAST LINE 23.04 FEET TO A POINT; THENCE NORTHWESTERLY 363.24 FEET ALONG SAID EAST LINE AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE WEST, WHOSE RADIUS IS 380.00 FEET AND WHOSE CHORD BEARS NORTH 29°23'30" WEST 349.57 FEET TO THE POINT OF BEGINNING OF THE LANDS TO BE DESCRIBED; THENCE NORTHWESTERLY 108.41 FEET ALONG SAID EAST LINE AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE WEST, WHOSE RADIUS IS 380.00 FEET AND WHOSE CHORD BEARS NORTH 64°56'59" WEST 108.05 FEET TO A POINT; THENCE NORTHWESTERLY 153.86 FEET ALONG SAID EAST LINE AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTHEAST, WHOSE RADIUS IS 220.00 FEET AND WHOSE CHORD BEARS NORTH 53°05'17" WEST 150.74 FEET TO A POINT; THENCE NORTH 35°14'45" EAST 172.79 FEET TO A POINT; THENCE NORTH 88°31'32" EAST 24.99 FEET TO A POINT; THENCE SOUTH 62°42'44" EAST 166.01 FEET TO A POINT; THENCE SOUTH 14°55'32" WEST 208.98 FEET TO THE POINT OF BEGINNING. SAID LAND CONTAINS 45,394 SQ. FT. (1.0421 ACRES).

PIN: WAKC 1382-006 EXPANSION REAL ESTATE

PARCEL IDENTIFICATION NUMBERS
SUBJECT TO THIS SECOND AMENDMENT:

Tax Key No.		Bldg	Unit
WAKC	1382-098	1B	101
WAKC	1382-099	1B	102
WAKC	1382-100	1B	103
WAKC	1382-101	1B	104
WAKC	1382-402	1B	105
WAKC	1382-103	1B	106
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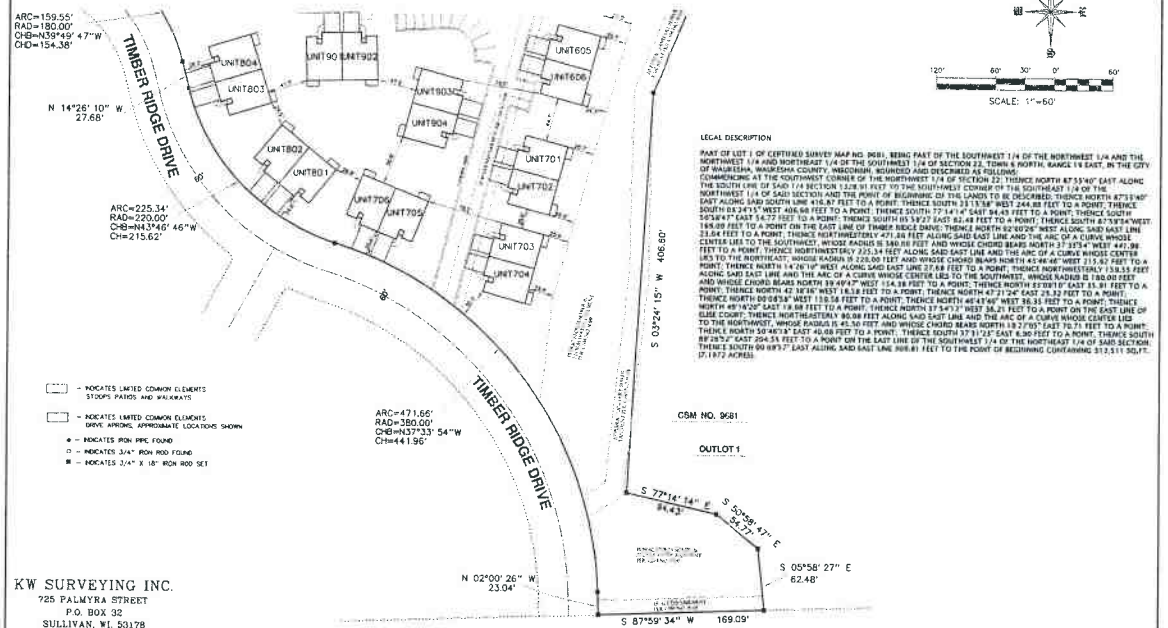
WAKC	1382-109	2B	206
WAKC	1382-110	3B	301
WAKC	1382-111	3B	302
WAKC	1382-112	3B	303
WAKC	1382-113	3B	304
WAKC	1382-114	3B	305
WAKC	1382-115	3B	306
WAKC	1382-116	6B	601
WAKC	1382-117	6B	602
WAKC	1382-118	6B	603
WAKC	1382-119	6B	604
WAKC	1382-120	6B	605
WAKC	1382-121	6B	606
WAKC	1382-122	7B	701
WAKC	1382-123	7B	702
WAKC	1382-124	7B	703
WAKC	1382-125	7B	704
WAKC	1382-126	7B	705
WAKC	1382-127	7B	706
WAKC	1382-128	8B	801
WAKC	1382-129	8B	802
WAKC	1382-130	8B	803
WAKC	1382-131	8B	804
WAKC	1382-132	8B	805
WAKC	1382-133	8B	806
WAKC	1382-134	9B	901
WAKC	1382-135	9B	902
WAKC	1382-136	9B	903
WAKC	1382-137	9B	904
WAKC	1382-006	EXPANSION REAL ESTATE	

VILLAS AT TIMBER RIDGE CONDOMINIUM ADDENDUM NO. 1
WAUKESHA COUNTY, WISCONSIN.



LEGAL DESCRIPTION

PART OF LOT 1 OF CERTIFIED SURVEY MAP NO. 9681, BEING PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 AND THE NORTHWEST 1/4 AND NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWN 6 NORTH, RANGE 19 EAST, IN THE CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 22; THENCE NORTH 87°55'40" EAST ALONG THE SOUTH LINE OF SAID 1/4 SECTION 1328.91 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION AND THE POINT OF BEGINNING OF THE LANDS TO BE DESCRIBED; THENCE NORTH 87°55'40" EAST ALONG SAID SOUTH LINE 416.87 FEET TO A POINT; THENCE SOUTH 23°13'58" WEST 244.88 FEET TO A POINT; THENCE SOUTH 03°24'15" WEST 406.66 FEET TO A POINT; THENCE SOUTH 77°14'14" EAST 84.43 FEET TO A POINT; THENCE SOUTH 50°58'47" EAST 54.77 FEET TO A POINT; THENCE SOUTH 05°58'27" EAST 62.48 FEET TO A POINT; THENCE SOUTH 87°59'34" WEST 169.09 FEET TO A POINT ON THE EAST LINE OF TIMBER RIDGE DRIVE; THENCE NORTH 02°00'26" WEST ALONG SAID EAST LINE 23.04 FEET TO A POINT; THENCE NORTHWESTERLY 471.66 FEET ALONG SAID EAST LINE AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHWEST, WHOSE RADIUS IS 380.00 FEET AND WHOSE CHORD BEARS NORTH 37°33'54" WEST 441.96 FEET TO A POINT; THENCE NORTHWESTERLY 225.34 FEET ALONG SAID EAST LINE AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTHEAST, WHOSE RADIUS IS 220.00 FEET AND WHOSE CHORD BEARS NORTH 43°46'46" WEST 215.62 FEET TO A POINT; THENCE NORTH 14°26'10" WEST ALONG SAID EAST LINE 27.68 FEET TO A POINT; THENCE NORTHWESTERLY 159.55 FEET ALONG SAID EAST LINE AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHWEST, WHOSE RADIUS IS 180.00 FEET AND WHOSE CHORD BEARS NORTH 39°49'47" WEST 154.38 FEET TO A POINT; THENCE NORTH 23°09'15" EAST 35.91 FEET TO A POINT; THENCE NORTH 42°18'16" WEST 18.38 FEET TO A POINT; THENCE NORTH 47°21'24" EAST 29.32 FEET TO A POINT; THENCE NORTH 00°08'58" WEST 139.56 FEET TO A POINT; THENCE NORTH 46°43'46" WEST 36.31 FEET TO A POINT; THENCE NORTH 49°14'20" EAST 19.68 FEET TO A POINT; THENCE NORTH 37°54'27" WEST 36.21 FEET TO A POINT ON THE EAST LINE OF ELISE COURT; THENCE NORTHEASTERLY 80.08 FEET ALONG SAID EAST LINE AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTHWEST, WHOSE RADIUS IS 45.30 FEET AND WHOSE CHORD BEARS NORTH 18°27'05" EAST 70.71 FEET TO A POINT; THENCE NORTH 50°46'18" EAST 40.68 FEET TO A POINT; THENCE SOUTH 37°31'25" EAST 6.90 FEET TO A POINT; THENCE SOUTH 88°28'52" EAST 294.54 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION; THENCE SOUTH 00°08'37" EAST ALONG SAID EAST LINE 908.81 FEET TO THE POINT OF BEGINNING CONTAINING 313,511 SQ.FT. (7.1972 ACRES).

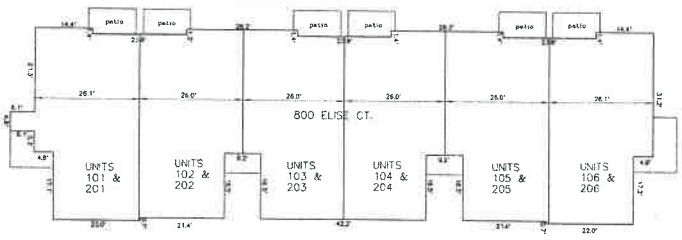
KW SURVEYING INC.
725 PALMYRA STREET
P.O. BOX 32
SULLIVAN, WI. 53178
(262)-593-5800

THIS INSTRUMENT WAS DRAFTED BY KENNETH J. WILKOWSKI

VILLAS AT TIMBER RIDGE CONDOMINIUM ADDENDUM NO. 1

WAUKESHA COUNTY, WISCONSIN.

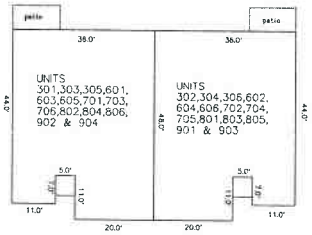
BUILDING 1B & 2B



UNIT AREAS
101,201 - 1921 S.F.
102,202 - 1801 S.F.
103,203 - 1801 S.F.
104,204 - 1907 S.F.
105,205 - 1801 S.F.
106,206 - 1921 S.F.

NOTES:
1. THE PERIMETER MEASUREMENTS ON BUILDINGS 1B & 2B ARE ON THE GROUND LEVEL. THE UNITS CONSIST OF ALL FLOOR LEVELS ABOVE OR BELOW THE SHOWN PERIMETER.
2. INTERIOR DIMENSIONS ARE BASED ON PLANS AND NOT MEASURED.

[ ] – INDICATES LIMITED COMMON ELEMENTS STOOPS AND PATIOS



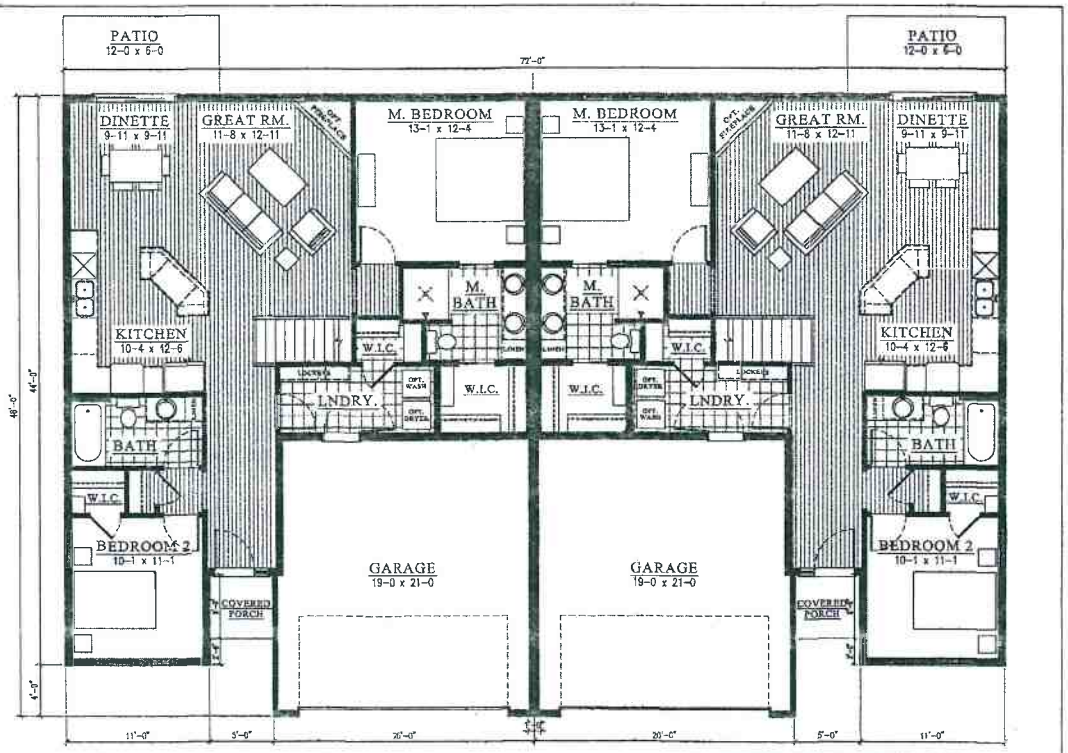
NOTES:
1. THE PERIMETER DIMENSIONS ON UNITS SHOWN ARE ON THE GROUND LEVEL. THE UNITS CONSIST OF ALL FLOOR LEVELS ABOVE OR BELOW THE SHOWN PERIMETER.
2. DIMENSIONS ARE BASED ON PLANS AND NOT MEASURED.
3. THE PROPOSED FIRST FLOOR LIVING AREA (PER UNIT) 1204 S.F. BASED ON PLANS PROVIDED BY LAKE COUNTRY DESIGN STUDIO LLC

KW SURVEYING INC.
725 PALMYRA STREET
P.O. BOX 32
SULLIVAN, WI. 53178
(262)-593-5800

THIS INSTRUMENT WAS DRAFTED BY KENNETH J. WILKOWSKI

EXHIBIT 1C
FLOOR PLANS FOR UNITS:
301-306, 601-606, 701-706, 801-806 AND 901-904

See Attached Hereto



GARDEN DUPLEX 03.08.2016

First Floor Plan Layout

SCALE: 1/8" = 1'-0"

Square Footages

PROPOSED FIRST FLOOR LIVING AREA (PER UNIT): 1204 SF

INTELLECTUAL PROPERTY OF LAKE COUNTRY DESIGN STUDIO LLC

THIRD AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF VILLAS AT TIMBER RIDGE CONDOMINIUM

4292999

REGISTER OF DEEDS
WAUKESHA COUNTY, WI
RECORDED ON

August 08, 2017 11:48 AM
James R Behrend
Register of Deeds

11 PGS
TOTAL FEE:$30.00
TRANS FEE:$0.00

Book Page -

Register of deeds recording area

Name and return address
Steve DeCleene
N54 W17187 Autumn View Lane
Menomonee Falls, WI 53051

Parcel ID Nos: SEE ATTACHED SCHEDULE I

pd 30 11

Drafted by: Attorney Nicholas J. Infusino
1108 56th Street
Kenosha, WI 53140

This Third Amendment to the Declaration of Condominium of Villas at Timber Ridge Condominium ("Third Amendment") is made and entered into by Timber Ridge Villas, LLC, a Wisconsin limited liability company ("Villas") and the Villas at Timber Ridge Condominium Association, Inc. ("Association"). This Third Amendment affects the real property identified on **Schedule I** hereto.

RECITALS

A. Heritage Development of Wisconsin, LLC, a limited liability company ("Heritage"), recorded a Declaration of Condominium of Villas at Timber Ridge Condominium in the office of the Register of Deeds for Waukesha County, Wisconsin on March 21, 2006 as Document No. 3371422 ("Declaration"), which subjected certain property in the City of Waukesha, Waukesha County, Wisconsin, to the Condominium Ownership Act ("Act").

B. Consent from the board of the Association to reconfigure the Buildings and floor plans as more particularly stated herein has been obtained prior to the recordation of this Third Amendment.

C. Heritage assigned Heritage's interest as declarant under the Declaration to M&I Regional Properties, LLC (as successor in merger to Regional Properties, Inc.). Thereafter, M&I Regional Properties, LLC assigned its interest as declarant to Villas by an Assignment and Assumption ("Assumption") recorded in the office of the Register of Deeds for Waukesha County, Wisconsin on March 12, 2014, as Document No 4069594, which Assumption included the right to further expand the Condominium.

D. On March 18, 2016, Villas, in its capacity as Declarant, recorded a Second Amendment to Declaration ("Second Amendment") in the Office of the Waukesha County Register of Deeds as Document No. 4196364 which Second Amendment, among other changes, incorporated new designs and floor plans for some of the Units.

E. Subsequent to the recoding of the Second Amendment, municipal officials have requested a reconfiguration of the garage layouts for some of the unbuilt Units and Buildings.

F. Villas, as owner of more than seventy percent (70%) of the Units in the Condominium and as the holder of the declarant's rights under the Declaration, now desires to modify the Declaration and the Plat to reconfigure building pads and floor plans to accommodate municipal requests as more particularly identified herein.

NOW, THEREFORE, Villas (hereafter "Declarant") and the Association, with the written consent and approval of seventy percent (70%) of the Owners (including their mortgagees) hereby amend the Declaration and Plat as follows:

a. The Plat of Condominium attached to the Declaration as part of Exhibit A is hereby amended and restated in its entirety by the Addendum No. 2 to Plat of Condominium attached to this Third Amendment as **Exhibit A**.

Except as otherwise stated herein, the Declaration will remain unchanged and in full force and effect.

DECLARANT:

TIMBER RIDGE VILLAS, LLC

By: _____
Todd Becker, Authorized Member

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
) SS
COUNTYOF WAUKESHA)

Personally came before me this 4th day of August 2017, the above-named Todd Becker, as the Authorized Member for Timber Ridge Villas, LLC, to me known to be the person who executed the foregoing instrument in such capacity and acknowledged the same.

_____
Name: DARLA R. SUCHARSKI
Notary Public, WAUKESHA, WISCONSIN
My Commission: expires April 9, 2021

ASSOCIATION CERTIFICATION & APPROVAL

I Steve DeCleene, President of the Villas at Timber Ridge Condominium Association, Inc. ("Association") hereby certify that: (i) the Association has received the written consent and approval of Owners of Units (including written consent of their Mortgagees) which represent at least seventy percent (70%) of the Interests; (ii) that more than fifty-one percent (51%) of the Units' Mortgagees have consented and approved of the amendments being made in this Third Amendment; (iii) that the Board for the Association has approved of the amendments being made in this Third Amendment; (iv) that all requisite consents and approvals as required by the Declaration and Wis. Stat. § 703.09(2) have been obtained for the amendments being made in this Third Amendment.

ASSOCIATION:

VILLAS AT TIMBER RIDGE CONDOMINIUM ASSOCIATION, INC.

By: _____
Steve DeCleene, President

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
) SS
COUNTYOF WAUKESHA)

Personally came before me this 4 day of August 2017, the above-named Steve DeCleene as President of the Villas at Timber Ridge Condominium Association, Inc. to me known to be the person who executed the foregoing instrument in such capacity and acknowledged the same.

Wendy Griffin
Name: Wendy Griffin
Notary Public, Waukesha, WI
My Commission: 2/5/21

WENDY GRIFFIN NOTARY PUBLIC STATE OF WISCONSIN

This instrument drafted by: Attorney Nicholas J. Infusino
Madrigrano, Aiello & Santarelli, LLC
1108 56th Street
Kenosha, WI 53140

SCHEDULE I

LEGAL DESCRIPTION AND PARCEL IDENTIFICATION NUMBERS FOR REAL PROPERTY SUBJECT TO THIS THIRD AMENDMENT

Units 101, 102, 103, 104, 105, and 106, Building 1B, Units 201, 202, 203, 204, 205, and 206, Building 2B, Units 301, 302, 303, 304, 305, and 306, Building 3B, Units 601, 602, 603, 604, 605, and 606, Building 6B, Units 701, 702, 703, 704, 705, and 706, Building 7B, Units 801, 802, 803, 804, 805, and 806, Building 8B, Units 901, 902, 903 and 904, Building 9B, with said units' fractional interest in the common elements all in the Villas at Timber Ridge Condominium(s), a condominium declared and existing under and by virtue of the Condominium Ownership Act of the State of Wisconsin and recorded by a "Declaration of Condominium" as such condominium recorded on March 21, 2006, in the Office of the Register of Deeds for Waukesha County, Wisconsin as Document No. 3371422, and any amendments thereto, and by its Condominium Plat. Said Land being in the City of Waukesha, Waukesha County, Wisconsin.

EXPANSION REAL ESTATE BEING INCORPORATED:

PART OF LOT 1 OF CERTIFIED SURVEY MAP NO. 9681, BEING PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 AND THE NORTHWEST 1/4 AND NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWN 6 NORTH, RANGE 19 EAST, IN THE CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS:

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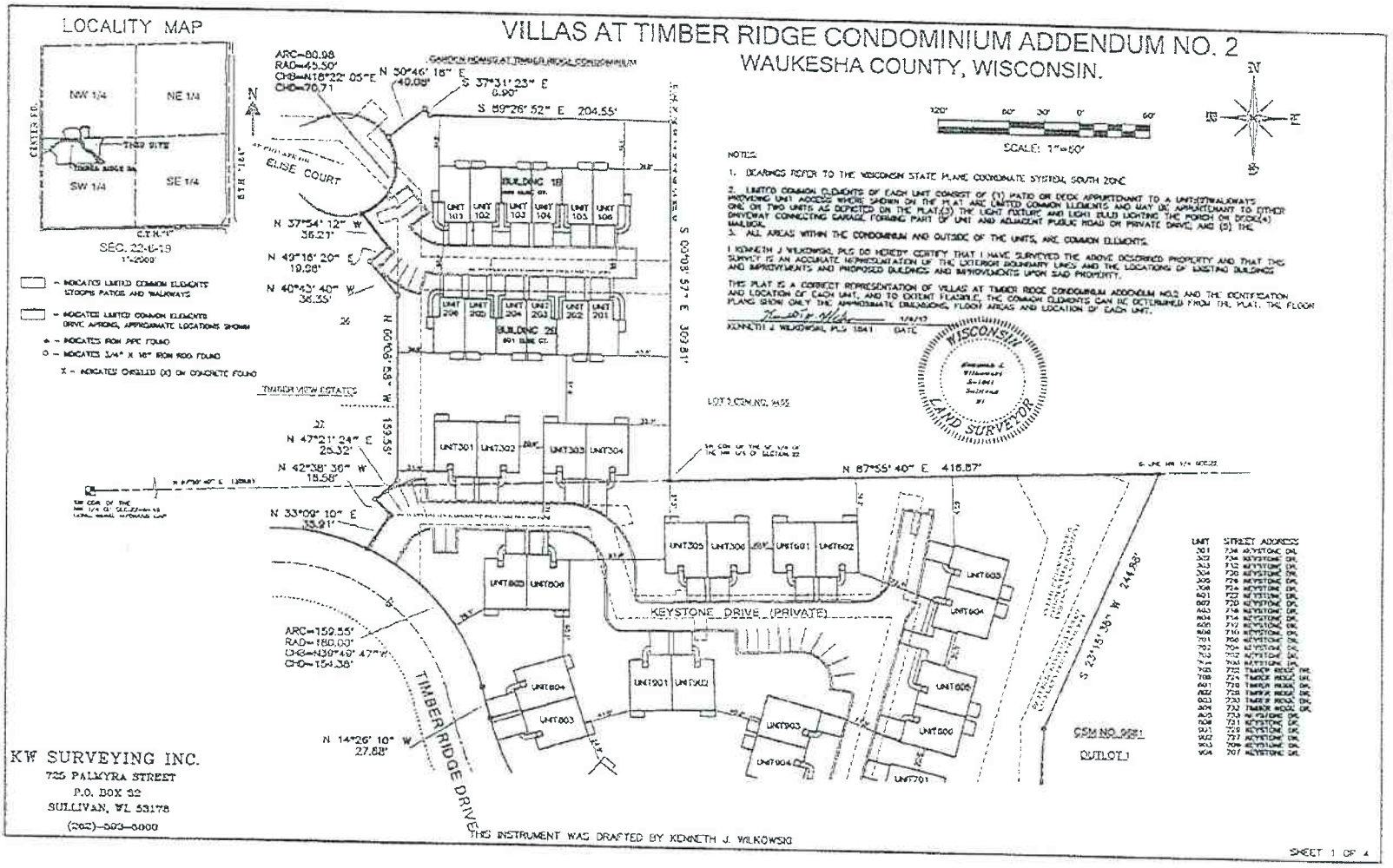
WAKC	1382-135	9B	902
WAKC	1382-136	9B	903
WAKC	1382-137	9B	904
WAKC	1382-006	EXPANSION REAL ESTATE	

EXHIBIT A
ADDENDUM NO. 2 TO THE PLAT OF CONDOMINIUM (REPLAT)

ATTACHED HERETO

VILLAS AT TIMBER RIDGE CONDOMINIUM ADDENDUM NO. 2

WAUKESHA COUNTY, WISCONSIN.



NOTES:

1. BEARINGS REFER TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE.
2. LIMITED COMMON ELEMENTS OF EACH UNIT CONSIST OF (1) PATIO OR DECK APPURTENANT TO A UNIT(2) WALKWAYS PROVIDING UNIT ACCESS WHERE SHOWN ON THE PLAT ARE LIMITED COMMON ELEMENTS AND MAY BE APPURTENANT TO EITHER ONE OR TWO UNITS AS DEPICTED ON THE PLAT;(3) THE LIGHT FIXTURE AND LIGHT BULB LIGHTING THE PORCH OR DECK(4) DRIVEWAY CONNECTING GARAGE FORMING PART OF UNIT AND ADJACENT PUBLIC ROAD OR PRIVATE DRIVE; AND (5) THE MAILBOX.
3. ALL AREAS WITHIN THE CONDOMINIUM AND OUTSIDE OF THE UNITS, ARE COMMON ELEMENTS.

I KENNETH J WILKOWSKI, PLS DO HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THIS SURVEY IS AN ACCURATE REPRESENTATION OF THE EXTERIOR BOUNDARY LINES AND THE LOCATIONS OF EXISTING BUILDINGS AND IMPROVEMENTS AND PROPOSED BUILDINGS AND IMPROVEMENTS UPON SAID PROPERTY.

THIS PLAT IS A CORRECT REPRESENTATION OF VILLAS AT TIMBER RIDGE CONDOMINIUM ADDENDUM NO.2 AND THE IDENTIFICATION AND LOCATION OF EACH UNIT, AND TO EXTENT FEASIBLE, THE COMMON ELEMENTS CAN BE DETERMINED FROM THE PLAT. THE FLOOR PLANS SHOW ONLY THE APPROXIMATE DIMENSIONS, FLOOR AREAS AND LOCATION OF EACH UNIT.

KENNETH J WILKOWSKI, PLS 1841 DATE

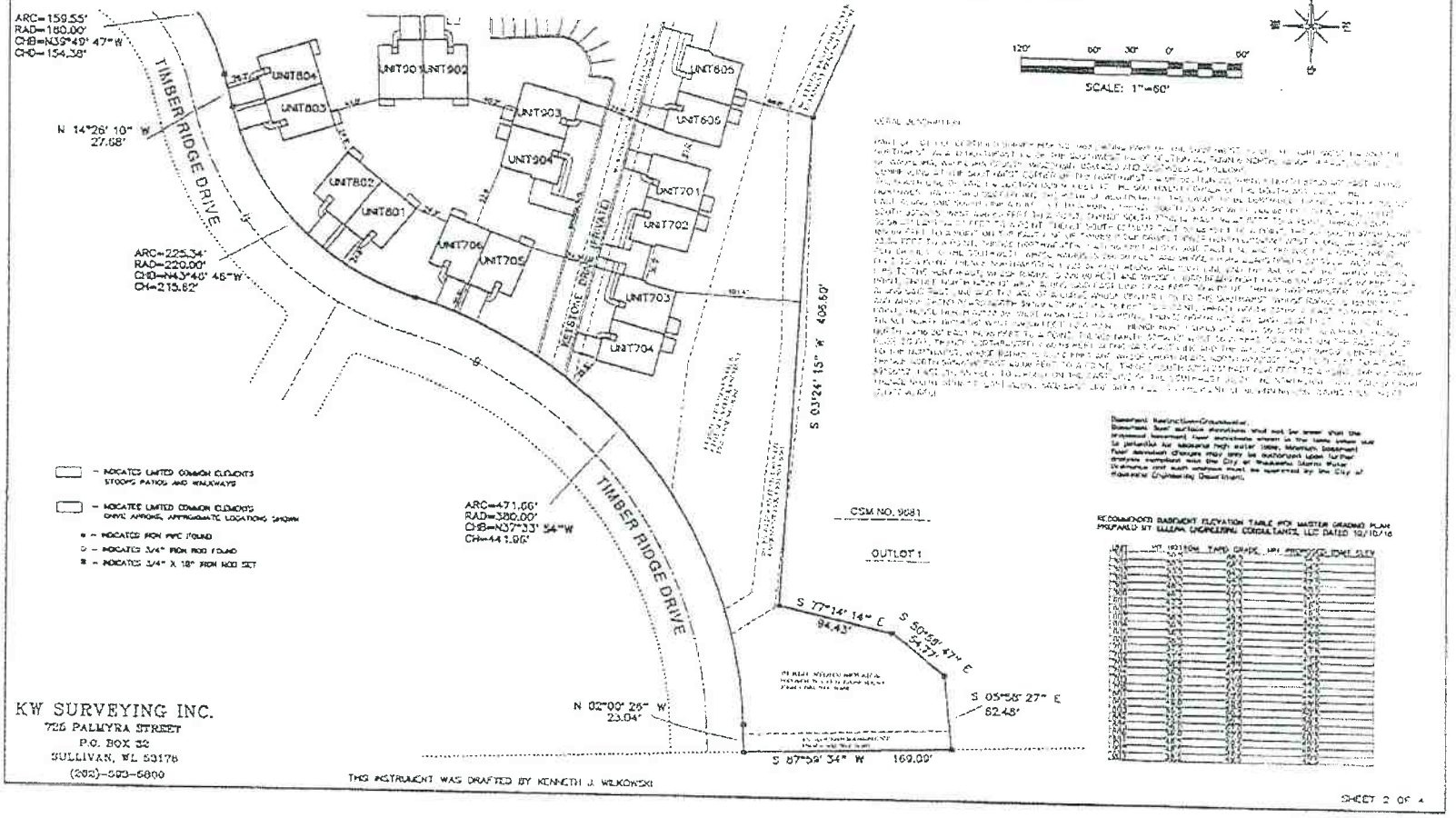
UNIT	STREET ADDRESS
301	734 KEYSTONE DR.
302	734 KEYSTONE DR.
303	732 KEYSTONE DR.
304	730 KEYSTONE DR.
305	728 KEYSTONE DR.
306	724 KEYSTONE DR.
601	722 KEYSTONE DR.
602	720 KEYSTONE DR.
603	718 KEYSTONE DR.
604	714 KEYSTONE DR.
605	712 KEYSTONE DR.
606	710 KEYSTONE DR.
701	706 KEYSTONE DR.
702	704 KEYSTONE DR.
703	702 KEYSTONE DR.
704	700 KEYSTONE DR.
705	725 TIMBER RIDGE DR.
706	724 TIMBER RIDGE DR.
801	726 TIMBER RIDGE DR.
802	728 TIMBER RIDGE DR.
803	730 TIMBER RIDGE DR.
804	732 TIMBER RIDGE DR.
805	733 KEYSTONE DR.
806	731 KEYSTONE DR.
901	729 KEYSTONE DR.
902	727 KEYSTONE DR.
903	709 KEYSTONE DR.
904	707 KEYSTONE DR.

KW SURVEYING INC.
725 PALMYRA STREET
P.O. BOX 32
SULLIVAN, WI 53178
(262)-593-6000

THIS INSTRUMENT WAS DRAFTED BY KENNETH J. WILKOWSKI

VILLAS AT TIMBER RIDGE CONDOMINIUM ADDENDUM NO. 2

WAUKESHA COUNTY, WISCONSIN.



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SULLIVAN, WI 53178
(262)-593-5800

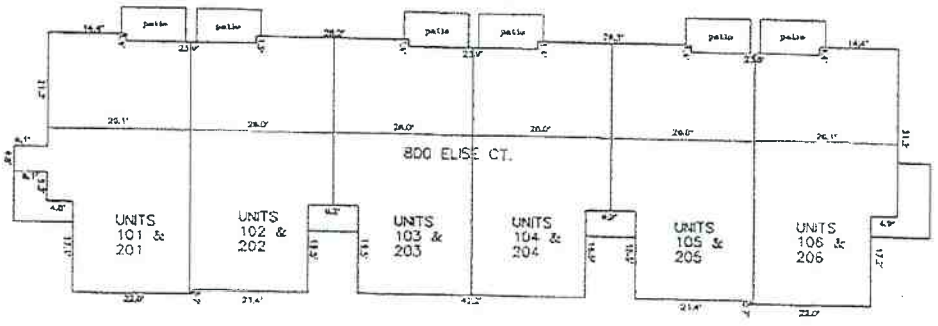
THIS INSTRUMENT WAS DRAFTED BY KENNETH J. WILKOWSKI

RECOMMENDED BASEMENT ELEVATION TABLE FOR MASTER GRADING PLAN PREPARED BY ELLEAN ENGINEERING CONSULTANTS, LLC DATED 10/10/16

VILLAS AT TIMBER RIDGE CONDOMINIUM ADDENDUM NO. 2

WAUKESHA COUNTY, WISCONSIN.

BUILDING 1B & 2B

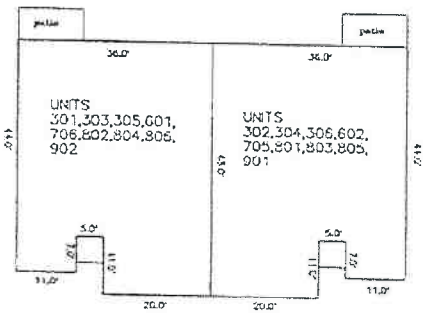




UNIT AREAS
101,201 = 1821 S.F.
102,202 = 1801 S.F.
103,203 = 1801 S.F.
104,204 = 1807 S.F.
105,205 = 1801 S.F.
106,206 = 1821 S.F.

NOTES:
1. THE PERIMETER MEASUREMENTS ON BUILDINGS 1B & 2B ARE ON THE GROUND LEVEL. THE UNITS CONSIST OF ALL FLOOR LEVELS ABOVE OR BELOW THE SHOWN PLANE(S).
2. INTERIOR DIMENSIONS ARE BASED ON PLANS AND NOT MEASURED.

- INDICATES LIMITED COMMON ELEMENTS STOOPS AND PATIOS



NOTES:
1. THE PERIMETER DIMENSIONS ON UNITS SHOWN ARE ON THE GROUND LEVEL. THE UNITS CONSIST OF ALL FLOOR LEVELS ABOVE OR BELOW THE SHOWN PLANE(S).
2. DIMENSIONS ARE BASED ON PLANS AND NOT MEASURED.
3. THE PROPOSED FIRST FLOOR LIVING AREA (PER UNIT): 1204 S.F. BASED ON PLANS PROVIDED BY LAKE COUNTRY DESIGN STUDIO LLC.

KW SURVEYING INC.
725 PALMYRA STREET
P.O. BOX 32
SULLIVAN, WI 53178
(262)-593-6800

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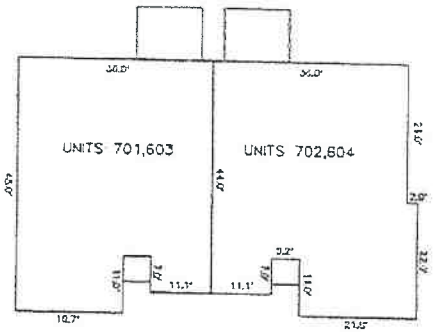
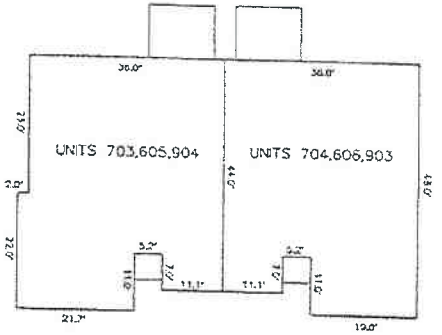
VILLAS AT TIMBER RIDGE CONDOMINIUM ADDENDUM NO. 2
WAUKESHA COUNTY, WISCONSIN.









NOTES:
1. THE PERIMETER DIMENSIONS ON UNITS SHOWN ARE ON THE GROUND LEVEL. THE UNITS CONSIST OF ALL FLOOR LEVELS ABOVE OR BELOW THE SHOWN PERIMETER.
2. DIMENSIONS ARE BASED ON PLANS AND NOT MEASURED.
3. THE PROPOSED FIRST FLOOR LIVING AREA (PER UNIT) 1204 S.F. BASED ON PLANS PROVIDED BY LAKE COUNTRY DESIGN STUDIO LLC.

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