5562578 REEL 1467 IMAG 1866

REGISTER'S OFFICE } ss
Milwaukee County, WI }
RECORDED AT 3:55 PM

SEP - 81982
REEL 1467 IMAGE 1866 To 1918 incl.
REGISTER
OF DEEDS

DECLARATION OF CONDOMINIUM OWNERSHIP

TUCKAWAY SHORES CONDOMINIUMS

South 76th Street at West Forest Hill Avenue

Franklin, Wisconsin

DOC # 5562578 #
RECORD 108.00
B CASH B 108.00
#90109 C001 R01 T15:54
SEP 8 82

TABLE OF CONTENTS

Article I	Legal description of real estate and definitions	3
Article II	Unit identification and description	7
Article III	Common and Limited common areas	9
Article IV	Rights and obligations of owners	11
Article V	Membership and voting rights	16
Article VI	Rights and obligations of Association	18
Article VII	Assessments	19
Article VIII	Party walls	26
Article IX	Insurance	27
Article X	Termination, amendments, enforcement, Registered agent for service of process	29-31
Exhibit A & B	Real estate subject to being added to this condominium	32-36
Exhibit C	Condominium Plat	37
Exhibit D	Addressee of units	38-39
Exhibits E thru R	Building location and floor plans	40-53

$108.00

Doc Yr: 2011 Doc# 05562578 Page# 1 of 53

DECLARATION OF CONDOMINIUM OWNERSHIP FOR

TUCKAWAY SHORES CONDOMINIUMS

THIS DECLARATION, made this 1st day of September, 1982, by Tuckaway Shores Condominiums, a joint venture, hereinafter referred to as the "DECLARANT",

WITNESSETH

WHEREAS, the DECLARANT is the owner in fee simple of certain real estate hereinafter described, in the City of Franklin, Milwaukee County, Wisconsin; and

WHEREAS, the DECLARANT intends to construct upon said real estate various buildings, at various locations, in various stages, such that there may be as many as 176 residential single-family units, together with improvements, which may include a lake, landscaped areas, swimming areas, driveways, and such other areas, fixtures, equipment and other facilities related thereto or used in connection therewith, and any subsurface or surface improvements consisting of sanitary sewer, storm sewer, water, electric, telephone and other facilities.

WHEREAS, the DECLARANT intends to and does hereby submit said real estate, and all improvements which shall be constructed thereon subsequent to this date, and all rights and privileges relating thereo, to the provisions of the Wisconsin Condominium Ownership Act, Chapter 703, Wisconsin Statutes (hereinafter referred to as the "Act"), and the DECLARANT further reserves the right to submit additional real estate to the Act and this Declaration;

Doc Yr: 2011 Doc# 05562578 Page# 2 of 53

WHEREAS, it is the intent of the DECLARANT to establish certain rights, conditions, restrictions, covenants and easements in, over and upon said real estate for the benefit of DECLARANT and all future owners or occupants of any portion of said real estate, and any unit or units thereon, and to provide for the proper and harmonious use of the property and all the units; and

WHEREAS, it is the intent of the DECLARANT that all individual unit owners, mortgagees, occupants and any other individuals who acquire an interest in said real estate, shall at all times enjoy the benefits of and hold their interests subject to the rights, conditions. restrictions, covenants and easements set forth in this Declaration, all of which have been established to enhance and promote the desirability and attractiveness of said real estate together with the condominium concept hereinafter set forth.

NOW, THEREFORE, the DECLARANT, as the title holder of the real estate referred to above, and which is described at greater length hereinafter, **DECLARES AS FOLLOWS:**

ARTICLE I
DEFINITIONS AND
LEGAL DESCRIPTION OF REAL ESTATE

Section 1. **LEGAL DESCRIPTION OF LAND:** The real estate which is hereby submitted and subjected to the provisions of the Condominium Act, Chapter 703, Wisconsin Statutes, is legally described as follows:

All that part of the Northeast One-quarter of the Southeast One-quarter of Section 16, Town 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, described as follows:

Lot 2 of Tuckaway Shores Condominiums, a subdivision recorded as Document No. 5536079 in the Register's Office of Milwaukee County and filed in Volume 113 of Plats on Pages 27 and 28. (containing 25,255 square feet or 0.5798 acres of land)

Also that part of Lot 1 of said TUCKAWAY SHORES CONDOMINIUMS bounded and described as follows: Beginning at the Northwest corner of said Lot 1; thence South 00 degrees, 32' 43" East, 153.35 feet along the Westerly line of said Lot 1; thence Southwesterly, 103.34 feet along said Westerly line and along the arc of a curve having the center of the circle of which said arc is a part lying to the Northwest, having a central angle of 45 degrees 32' 43", having a radius of 130.00 feet and having a chord of 100.64 feet which bears South 22 degrees 13' 38.5" West; thence South 45 degrees 00' 00" West, 252.81 feet along said Westerly line; thence Southwesterly, 31.60 feet along said Westerly line and along the arc of a curve having the center of the circle of which said arc is a part lying to the Northwest, having a central angle of 04 degrees 38' 31", having a radius of 390.00 feet and having a chord of 31.59 feet which bears South 47 degrees 19' 15.5" West, to the Southerly line of said Lot 1; thence South 40 degrees 21' 29" EASt, 99.13 feet along said Southerly line; thence North 45 degrees 00' 00" East, 257.52 feet; thence North 72 degrees 00' 00" East, 48.00 feet along a line (and the Easterly extension thereof) which is 10.00 feet from (as measured along a line with a bearing of South 18 degrees 00' 00" East) the center of an existing sanitary manhole; thence North 88 degrees 41' 24" East, 36.00 feet; thence North 37 degrees 45' 00" East, 142.00 feet; thence North 01 degree 18' 36" West, 25.00 feet; thence North 36 degrees 14' 50" East, 63.61 feet; thence North 88 degrees 41' 24" East, 210.00; thence North 01 degree 18' 36" West, 140.74 feet to the North line of said Lot 1; thence South 88 degrees 41' 24" West, 420.14 feet along said North line to the point of beginning. (containing 177,271 square feet or 2.6922 acres of land).

Said real estate and all improvements thereon and appurtenances thereto shall be known as **TUCKAWAY SHORES CONDOMINIUMS.**

The DECLARANT shall have the exclusive right to submit and subject an additional parcel or parcels of real estate to the Condominium Ownership Act, this Declaration and all of its restrictions. The real estate which the DECLARANT reserves the right to submit and subject as additional parcel or parcels of real estate to this Condominium Ownership Act are more particularly described in Exhibits A and B attached hereto and made a part hereof.

The address to the entire real estate has not been assigned by the City, but is known as the Southwest corner of real estate, at the intersection of South 76th Street and West Forest Hill Avenue, in the City of Franklin, Milwaukee County, State of Wisconsin. The Declarant intends to construct 22 units in Phase One, which shall have addresses. These addresses shall identify each unit. The units shall be located in buildings which shall be identified by numbered "piers". As an example, Pier Two, shall contain units having addresses 8322 South Tuckaway Shore Drive through 8336 South Tuckaway Shore Drive. The units contemplated constructed in Phase One, are more accurately shown on Exhibit C attached hereto, showing the various addresses, and which Pier these units will be located in. The Association, until the operation of said Association is transferred to the Unit Owners, shall have as its mailing address, 2719 South 60th Street, Milwaukee, Wisconsin 53219.

Section 2. **DEFINITIONS.**

a. "Association" shall mean and refer to TUCKAWAY SHORES HOME OWNERS ASSOCIATION, INC., a corporation formed as a non-profit corporation, with stock, pursuant to Chapter 181,

Wisconsin Statutes, or its successors and assigns.

b. "Owner" shall mean and refer to the record owner, whether singular or plural, persons or entities, of a fee simple title to a unit. This shall not be deemed to include any person or entity who may hold such interest as a security for the performance of an obligation.

c. "Unit" shall mean that portion of the property which is subjected to this Declaration, consisting of a portion of a residential building constructed on the aforementioned real estate, having a separate entrance, with enclosed rooms or areas contained in said building, more particularly described hereinafter, and more particularly set forth on the floor plans attached hereto as Exhibits E through R.

d. "Unit Number" shall mean the number assigned as the mailing address for a particular unit.

e. "Common Elements" shall mean, unless otherwise more specifically provided, the common areas and facilities consisting of the real estate described above and the improvements thereon, excepting therefrom the units, limited common elements, and any improvements or installations for or by public utilities, or other community services, including but not limited to possible cable television service.

f. "Limited Common Elements" shall be those common elements which are identified hereinafter, which are specifically reserved for the exclusive use of one or more owners, but in no event, for all of the unit owners.

g. "Declarant" shall mean **THE TUCKAWAY SHORES CONDOMINIUMS**, a joint venture.

Doc Yr: 2011 Doc# 05562578 Page# 6 of 53

h. "Mortgage" shall mean any mortgage or other security instrument which creates a lien on a unit, or any part thereof.

i. "Mortgagee" shall mean any person named as a mortgagee under any mortgage in which the interests of any owner are encumbered.

j. "Majority" shall mean that group of unit owners whose votes, when added together, exceed 50% of the total votes entitled to be voted, who are represented in person or by proxy.

k. "Person" shall mean an individual, corporation, partnership, association, trust or other legal entity.

l. "Surface Parking" shall mean all designated parking stalls, whether reserved for a particular unit; designated for recreational vehicles (hereinafter referred to as "R.V.s"); or as visitor parking.

ARTICLE II
UNITS:

Section 1. **UNIT IDENTIFICATION:** Each unit shall be specifically designated by its address as set forth in Exhibit D, attached hereto.

Each unit shall be entitled to one (1) surface parking stall, which shall be designated by a sign bearing the same address number as the unit has. The exclusive use of said surface parking, shall belong only to the unit whose address coincides with the unit number shown on said parking space.

Each deed, lease, mortgage, or other instrument may legally describe a Unit by its address and each such description shall be deemed to include said designated parking space.

Section 2. **UNIT DESCRIPTION:** It is the intent of DECLARANT to subject all the real estate described herein and attached hereto on Exhibits, in phases, to the Condominium Ownership Act, and in so doing, to construct, in phases, 176 units on all the real estate, once all phases are constructed, if the Declarant chooses to do so. The Declarant reserves the sole right to determine how many units shall be constructed in each phase of the development, the total number of units to be built, not exceeding 176 units, and how much real estate to be subjected to this Condominium and the Act.

The boundaries of each Unit shall consist of that area which has vertical boundaries of the inner surface of the exterior or party walls bounding each Unit; the lower horizontal boundary of the Unit shall be the plane of the upper surface of the concrete slab which is the basement floor, and the upper horizontal boundary shall be the plane of the undersurface of the ceiling joists. The Unit shall also include all attached decks, all windows, doors and door frames, except that it shall be the duty of the Association to paint all exteriors, including trim around windows and doors and the exterior side of the exterior doors of each Unit. No Unit owner shall be entitled to paint the exterior side of their exterior doors colors other than the color chosen by the Association. In Units which contain attached garages, the Unit shall include that area contained in the attached garage which has vertical boundaries of the inner surface of the exterior or party walls bounding each garage, the lower horizontal boundary of the garage shall be the plane of the upper surface of the concrete slab, and the upper horizontal boundary shall be the plane of the undersurface of the ceiling joists.

All installations attached to all of the utilities which provide power, light, gas, heat, hot and cold water, and air conditioning, which exclusively apply to a unit, shall be considered part of that Unit.

Except for surface parking designated for visitors, only unit owners may use surface parking. The parking areas designated for R.V.s, as may be designated and described by the Association, shall be available for lease by the Association, under leases having a term of not less than one (1) year, with the monthly rental payments to be established by the Association.

ARTICLE III
COMMON AND LIMITED COMMON AREAS

Section 1. **OWNERSHIP OF COMMON AREAS:** Each unit owner shall own an undivided interest in the common areas as a tenant-in-common with all other Unit Owners of the real estate, and, except as otherwise restricted in this Declaration, shall have the right to use the common elements for all purposes incidental to the use and occupancy of each owner's unit, and for such other incidental uses which might be permitted by this Declaration, which rights shall be appurtenant and run with each Unit. The percentage of ownership for each unit owner shall be determined by the creation of a fraction the numerator of which shall be one (1) and the denominator of which shall be the total number of units constructed on the date of calculating this percentage. With each phase of development, the percentage of ownership shall change accordingly, resulting in a reduction of each owner's percentage of ownership. It being the intent of the DECLARANT, that the value of ownership shall initially be, after the construction of phase one (1), one-twenty-second (1/22nd) per unit, and upon the conclusion of the total envisioned project, the percentage shall be one- one hundred seventy sixth (1/176th) value to each unit. Any owner or mortgagee gaining an interest in any unit, prior to completion of all intended phases, consents to the automatic reduction and alteration of this fraction of ownership of the common elements as may be determined, from time to time, using the aforementioned formula.

Each Unit Owner's use or enjoyment of these common elements shall be subject to such easements as have been granted or may hereinafter be granted to any municipality or to public utilties.

Section 2. **DESCRIPTION OF COMMON AREAS AND FACILITIES:** The common areas and facilities shall consist of:

a. The real estate on which the buildings are located;

b. The foundations, columns, girders, beams, supports, main walls and roofs of the buildings;

c. The areas set aside for outdoor parking (surface parking), including those designated for parking R.V.s and for visitors, which are not specifically assigned to unit owners;

d. Tanks, pumps, controls, fans, compressors, ducts and, in general, all apparatus and installations intended for common use;

e. All areas not specifically described as the Unit or limited common areas.

Section 3. **DESCRIPTION OF LIMITED COMMON AREAS:** The limited common areas consist of all surface parking stall(s), including the concrete slab in the garage, the sole use of which are assigned to specific units, including those parking stalls leased for parking R.V.s.

Section 4. **NO PARTITION OF COMMON AREAS:** No partition of common areas through judicial proceedings, or otherwise, shall be permitted until this Declaration is terminated and the property controlled hereunder is withdrawn from its terms or from the terms of any statute applicable to condominium ownership; provided, however, that nothing herein shall be deemed to prohibit a voluntary or judicial partition of the unit ownership between co-owners who may own it as tenants-in-common or as joint tenants.

Doc Yr: 2011 Doc# 05562578 Page# 10 of 53

ARTICLE IV
RIGHTS AND OBLIGATIONS OF OWNERS

Section 1. **OWNER'S RIGHT TO INGRESS AND EGRESS AND SUPPORT:** Each owner shall have the right to ingress and egress over, upon and across the Common Areas necessary for access to his Unit and such rights shall be appurtenant to and shall run with each Unit. Any conveyances of title of a Unit shall be deemed to carry with it these rights.

Section 2. **USE OF UNITS:** Each unit shall be used for residential purposes only. Leasing or renting a unit for residential purposes shall not be considered to be a violation of this covenant. Any unit owner leasing his unit, shall notify the Association of the name or names of the tenant(s) and shall deposit an amount of money with the Association equal to twice the monthly assessment, based upon the month immediately preceeding the first month of occupancy by the tenant. This deposit shall be retained by the Association to be used to offset any damages caused to the Common Areas by said tenant. Upon the expiration or termination of said tenancy, the Association shall ascertain what if any damages are to be deducted from said deposit, and shall return only eighty percent (80%) of the original deposit less any damages levied against said deposit. In the event the damages levied against the eighty percent portion exceed that portion, those damages shall be assessed against the Unit owner who created said lease, and, if remain unpaid, shall become a valid lien on said unit, which lien shall be for the Association. Twenty percent (20%) of said deposit shall be retained by the Association to cover the expenses incurred in handling this duty.

Section 3. **USE OF COMMON AREAS:** The Declarant intends that once the lake, island, and wood bridge are added to the commonly owned areas of the Association, and during the period prior thereto as hereinafter discussed, the use and enjoyment of the lake and the island are to be unrestricted except as provided and may be

established by the Association, from time to time. This includes swimming, sailing, boating, and fishing. No owners shall alter, construct, remove, erect, or do anything which might obstruct the common areas, and might interfere with the unrestricted use and enjoyment of the lake and all related commonly owned real estate thereto. No owner may keep or store anything on any portion of the common areas, except as provided herein; no garbage or rubbish container may be placed or kept in or on any common areas or limited common areas, except in or on those areas designated by the Association therefore. No boat may be stored or left unattended on any common grounds for a period extending beyond twenty-four (24) hours.

UNTIL AND DURING THE PERIOD OF TIME FROM THE RECORDING OF THIS DOCUMENT TO WHEN THE DECLARANT SUBJECTS THE LAKE, ISLAND AND BRIDGE TO THE ACT AND THIS CONDOMINIUM, the Declarant hereby grants to the Association and its members, their families, guests, and invitees, the non-exclusive right to use the "private man-made lake", island and the wooden bridge, more particularly shown on the Condominium Plat attached hereto and marked Exhibit "C". The Declarant restricts this grant such that the members, their families, guests and invitees shall have ingress and egress to the island only by the wooden bridge or the water. Access to the waters of the "private man-made lake" shall be only by the Island or over the real estate lying between the lands Declared subject to the Act and this Condominium and the waters of the private man-made lake, which real estate is immediately adjacent to the commonly owned real estate. The members of the Association, their families, guests, and invitees do not have the right to use for ingress or egress, or walk upon or over any other real estate owned by the Declarant, whether or not it is connected to the Island. The Declarant intends to declare the lake, island and the wooden bridge, or portions thereof, subject to the Act and this Condominium or declare them subject to another Association whose members shall consist of Tuckaway Shores Homeowners' Association, Inc. and all other owners of real

Doc Yr: 2011 Doc# 05562578 Page# 12 of 53

estate having riparian rights to this private man-made lake. If the Declarant subjects the island, lake and wooden bridge to the Act and this Condominium, the Declarant hereby specifically reserves the right to grant or reserve similar easements, as granted herein, to owners of the real estate described in Exhibits "A" and "B". Until the ownership of the private man-made lake, island and wooden bridge are transferred to this Association or another Association as hereinafter provided, the members of Tuckaway Shores Homeowners' Association, Inc., their families, guests and invitees are subject to the same restrictions in the use of the lake and island as set forth in this Declaration, except that they will be enforced by the Declarant. The members, their families, guests and invitees shall not interfere with the future construction or planning of future phases of this development. That until either the private man-made lake, island and wooden bridge are declared subject to this Condominium and the Act, or until they are conveyed to another Association as described above, Declarant is responsible for maintaining these items.

Section 4. **PROHIBITIONS:** Unit owners shall not do anything which would increase the rate of insurance on the premises or any part thereof, over the cost of said insurance existing immediately prior to such activity. Nothing may be done or kept in any unit or on any common areas which would be in violation of any statutes, Association Rules, ordinances, regulations, permits, or other validly imposed requirements of any governmental body. No damage to the common areas shall be committed by any unit owner or invitee of a unit owner. Any damage caused by a unit owner or an invitee of a unit owner shall be the sole liability of that unit owner, and that unit owner shall indemnify and hold the Association, and all other unit owners, harmless against all losses resulting from any such damages or waste caused by said unit owner or his guests or invitees. No noxious, destructive, or offensive activity may be

carried on in any unit or upon common areas by any unit owner or his guests or invitees. No activity shall be carried on by any unit owner, or by a guest or invitee of a unit owner, which is or may become an annoyance or nuisance to any other unit owner or any person lawfully residing in a unit.

Section 5. **ANIMALS:** Each unit shall be entitled to own one (1) pet, which if required, shall be licensed through the local municipality and at all times when the pet is outside the unit, it shall be kept on a leash by the unit owner or his guest or invitee. Each unit owner who owns a pet, shall pay an additional five dollars ($5.00) of assessments, per month, to the Association. The Pet Control Board, which shall be created by the Board of Directors of the Association, shall establish rules and regulations governing and restricting the areas where pets may be permitted, and shall delineate specific areas where the owners must take their pets for relieving the wastes of the pets. Any owner of a pet shall be liable for any damage caused by their pet.

Section 6. **RULES AND REGULATIONS:** The Association shall adopt rules and regulations governing the use of the units and of the common areas which shall be obeyed by the unit owners.

Section 7. **SEPARATE MORTGAGES OF UNITS:** Each unit owner shall have the right to mortgage or encumber his respective unit, together with his respective ownership interest in the common area. No unit owner shall have the right or authority, unless expressly granted by another unit owner, to mortgage or otherwise encumber, in any fashion whatsoever, the property, or any part thereof, of any other unit owner, or any ownership interest in the common areas other than his own. Each unit owner shall file with the Board of Directors of the Association, the name and address of his mortgagee(s), if any, and said mortgagee(s) shall be entitled to the notices set forth in Article VII, Section 10,

if said mortgagee(s) request same.

Section 8. **SEPARATE REAL ESTATE TAXES:** It is intended and understood that real estate taxes are to be separately taxed to each unit owner, for his respective percentage of ownership in the common areas, together with the ownership of his unit as provided in the Act.

Section 9. **MAINTENANCE, REPAIRS, AND REPLACEMENT OF UNITS:** All maintenance, repairs and replacements to the common areas and facilities, the limited common areas and facilities, whether located inside or outside of the units, unless necessitated by the negligence, misuse, neglect or intentional acts of a unit owner, shall be made by the Association and charged to the owners as a common expense.

The unit owner shall furnish, at his own expense, and be responsible for, all maintenance, repairs and replacements of interior surfaces of each unit, together with utility fixtures, mechanical equipment and fixtures which serve only his unit, and such fixtures and equipment which are located within his unit; and glass, screens, doors, windows, door and window hardware appurtenant to each unit. All replacements and repairs made by each unit owner shall be consistent with the originals supplied to the project by the Declarant, so that the exterior appearance of the project shall not be offended. The expense of such maintenance, repairs and replacements shall be borne solely by each unit owner.

No unit owner, except as otherwise authorized by the Association, in writing, may do any alterations which would jeopardize the soundness or safety of the property, reduce the value thereof, or impair any easement or hereditament.

In the event that the need for maintenance, repairs or replacement is caused by the willful or negligent acts of the unit owner, his family, guests, or invitees, the cost of such maintenance, repairs or replacement shall be added to and become a part of the assessment to which such unit is subject, and if not paid by the unit owner when same is deemed to be due, it may form or create a valid lien, in favor of the Association, pursuant to Article VII, Section 10.

Section 10. **COMMON SURPLUSES:** All common surpluses shall be treated as common property, owned by each unit owner in the same percentage as that unit owner has in the other common property.

ARTICLE V
MEMBERSHIP AND VOTING RIGHTS

Section 1. **MEMBERSHIP:** Every unit owner shall be entitled and required to be a member of the Association. If title to a unit is held by more than one person, all the owners shall be members. An owner of more than one unit, shall be entitled to one membership for each unit owned by him. Each such membership shall be appurtenant to the unit upon which it is based and shall be transferred automatically by a conveyance of that unit. No person or entity, other than an owner or Declarant may be a member of the Association, and membership in the Association may not be transferred, except in conjunction with the transfer of the title to a unit or assignment of Declarant's rights and position as Declarant.

Section 2. **VOTING:** The Association shall have two classes of voting membership, as set forth hereinafter:

a. **Class A.** Class A members shall be all owners with the exception of the Declarant and shall be entitled to one vote for each unit owned. When more than one person owns any unit, all such persons shall be members. The vote for such unit, when owned by more than one person, shall be exercised as the owners,

Doc Yr: 2011 Doc# 05562578 Page# 16 of 53

amongst themselves determine, but in no event shall more than one vote be cast with respect to any unit. There can be no split vote per unit. Prior to the time of any meeting of the members, at which a vote is to be taken, each co-owner shall file the name of the voting co-owner with the Secretary of the Association in order to be entitled to a vote at such meeting, unless such co-owners have filed a general voting authority with the Secretary applicable to all meetings and all votes, until rescinded in writing by the co-owners of a unit.

b. **Class B:** The Class B shall be the Declarant who shall be entitled to one vote for each unit owned; provided, however, that, notwithstanding the foregoing provisions for voting, the Declarant shall have at least eighty-nine (89) votes until all units are sold; provided, further, that Declarant's control shall cease seven (7) years after the first unit is conveyed to a purchaser other than the Declarant, or thirty (30) days after the conveyance of seventy-five (75) percent of the units, whichever time is earlier.

Section 3. **UNIT VALUE FOR VOTING:** The fractional interest for each unit shall be determined by the creation of a fraction, the numerator of which is one (1) and the denominator of which is the total number of units subjected to the Act and this Condominium. The denominator shall change as each phase is completed and subjected to this condominium and the Act. This fraction shall serve as a basis in determining voting interests of each unit, on matters determined by the owners and to other matters described in the Act.

Section 4. **AMPLIFICATION:** The provisions of this Article are to amplified by the Articles of Incorporation and the By-laws of the Association; provided, however, that no such amplification shall substantially alter or amend any of the rights or obligations of the owners set forth herein.

ARTICLE VI
RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 1. **THE COMMON AREAS:** The Association, subject to the rights and duties of the owners set forth in these Declarations, shall be responsible for the exclusive management and control of the common areas and all improvements thereon (including furnishings and equipment related thereto), and shall keep the same in good, clean, attractive and sanitary condition, order and repair.

Section 2. **SERVICES:** The Association may obtain and pay for the services of any person or entity to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association determines to be necessary or desirable for the proper operation of the common areas, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or with which it contracts. The Association may obtain and pay for legal and accounting services which may be necessary or desirable in connection with the operation of the common areas or the enforcement of this Declaration. The Association may arrange with others to furnish water, trash collection, and such other common services to each unit.

Section 3. **PERSONAL PROPERTY FOR COMMON USE:** The Association may acquire and hold for the use and benefit of all of the owners tangible and intangible personal property and may dispose of the same by sale or otherwise, and any beneficial interest in such property shall be deemed to be owned by the owners in the same proportion as their respective interests in the common areas. A transfer of a unit shall transfer to the transferee ownership of the transferor's beneficial interest in such property without any reference thereto in the Deed. The transfer of title to a unit under foreclosure shall entitle the purchaser to the appropriate interest in such personal property.

Doc Yr: 2011 Doc# 05562578 Page# 18 of 53

Section 4. **RULES AND REGULATIONS:** The Association may make reasonable rules and regulations governing the use of the units and of the common areas, which rules and regulations shall be consistent with the rights and duties established in this Declaration.

Section 5. **IMPLIED RULES:** The Association may exercise any other right or privilege given to it expressly by this Declaration or from the By-laws, and every right or privilege reasonably implied from the existence of any right or privilege given to it herein or which may be necessary to effectuate any such right or privilege.

ARTICLE VII
COVENANT FOR ASSESSMENTS

Section 1. **AGREEMENT TO PAY ASSESSMENTS:** The Declarant, for each unit owned by it, and owners of any unit(s), by the acceptance of a deed therefor, whether or not it is expressed in the deed, covenant and agree to pay to the Association all annual assessments, special assessments for capital improvements, and all other assessments for any matters as provided herein. Such assessments shall be fixed, established and collected from time to time in the manner provided in this Declaration, By-Laws or Articles of Incorporation.

Section 2. **PURPOSE OF ASSESSMENTS:** The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the owners of units and for the improvement of and maintenance of the common areas, for lake maintenance, once the lake is added to the commonly owned property, whether directly to this Association or to another Association as provided above, and for such emergency repairs as the Association may deem necessary.

Section 3. **ANNUAL ASSESSMENTS:**

a. The Association shall from time to time, and at least annually, prepare a budget for the Association and fix the annual assessment.

b. The annual assessments shall be for and made up of the following assessments, as they may apply:

(1) Water to the units and commonly owned structures, heating and air conditioning assessments levied for the purpose of furnishing water, heat and air conditioning to commonly owned structures, and operation, repair and maintenance of the systems for furnishing same.

(2) Insurance assessments for the purpose of obtaining all insurance required by the Association.

(3) Basic assessments for all other purposes for which assessments can be levied under the Articles, By-Laws and the Act.

Section 4. **SPECIAL ASSESSMENT FOR CAPITAL IMPROVEMENTS:** In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of:

a. Defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the common areas including fixtures and personal property related thereto;

b. To offset shortages resulting from noncollection of the annual assessments or underestimation of same;

c. Unusual or unpredicted measures such as cost of collecting annual assessments or enforcement of the provisions of this Declaration, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each Class of voting members who are voting in person or by proxy at a meeting duly called for this purpose.

d. The cost of the initial common area improvements is excluded from the special assessments in this section, since such cost is to be borne by Declarant.

Section 5. **CHARGE FOR ASSESSMENT LETTER:** Upon request, the Association's Board of Directors, by an officer, shall issue a letter stating whether or not there are outstanding assessments on a unit, and if there are outstanding assessments, the amount thereof. The Board shall charge a reasonable sum for issuance of this letter, which shall never be less than twenty-five dollars ($25.00) per letter. This charge shall cover the letter, the issuance of a new stock certificate, and identification card to the new owner.

Section 6. **WORKING CAPITAL:** Each purchaser of a unit from the Declarant, or its successors or assigns, shall pay to the Association, at the time of conveyance of the unit, for working capital purposes, an amount of money equal to two (2) times the estimated monthly assessment, or such other amount as may be approved by the Board of Directors of the Association, in their sole discretion. Such advances are not refundable to any unit owner.

Section 7. **NOTICE OF MEETINGS:** Notice of any meeting called for the purpose of taking any action authorized under Section 4 hereof shall be controlled by the By-laws.

Section 8. **RATE OF ASSESSMENT:** Each unit shall be assessed a portion of the total assessment based upon the fractional interest of each unit (numerator of which is one [1] and the denominator of which is the total number of units subjected to this Declaration and Act at the time of assessments), provided, however, the Association can assess an individual unit for sums due soley from that unit as herein provided such as for repairs of damages to common areas caused by the negligance of the owner of the unit being assessed.

Doc Yr: 2011 Doc# 05562578 Page# 21 of 53

Section 9. **DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS:** The annual assessments provided for herein shall commence as to all units on the first day of the month following the conveyance of the first unit by the Declarant. The first annual assessment shall be adjusted according to the number of months then remaining in that calendar year. The Board of Directors shall fix the amount of the annual assessments against each unit at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified unit have been paid, as set forth in Section 5 above.

Section 10. **LIEN FOR ASSESSMENTS:** All sums assessed to any unit pursuant to this Article, together with interest thereon as provided herein, shall be secured by a lien on such unit in favor of the Association. Such lien shall be superior to all other liens and encumbrances on such unit, except only for:

a. Liens for general and special taxes;

b. Liens for all sums unpaid on a first mortgage, or on any mortgage to the Declarant, duly recorded in the Milwaukee County Register of Deeds office prior to the making of such assessment, including all unpaid obligatory advances to be made pursuant to such mortgages and all amounts advanced pursuant to such mortgages and secured by the liens thereof in accordance with the terms of such instrument, including short term roll-over mortgages regardless of how many times the term thereof is extended.

c. Construction liens filed prior to the making of such assessment; and

d. All sums unpaid on any mortgage loan made pursuant to Section 45.80, Wisconsin Statutes.

All other lien claimants acquiring liens on any unit after this Declaration has been recorded shall be deemed to consent that such liens shall be inferior to liens for assessments, as provided herein, whether or not such consent be specifically set forth in the instruments creating such liens. To evidence a lien for sums assessed pursuant to this Article, the Association may prepare a written notice of lien setting forth the amount of the assessment, the date due, the amount remaining unpaid, the name of the owner of the unit and a description of the unit. Such notice shall be signed by an officer of the Association and shall be recorded in the office of the Register of Deeds of Milwaukee County, Wisconsin. No notice of lien shall be recorded until there is a delinquency in the payment of the entire amount due for a period of two (2) months. After an owner of a unit has failed to pay, in full, one month's assessment for two (2) months, the Board of Directors of the Association shall give written notice to the owner of said delinquency, and advise him that if payment is not received in full, within fifteen (15) days of the date said notice is mailed, a lien will be placed against said unit. After the expiration of this fifteen (15) day period, and if the outstanding delinquent assessment remains unpaid, the Board then may record a notice of lien against such delinquent owner. Such lien may be enforced by judicial foreclosure by the Association in the same manner in which mortgages on real estate may be foreclosed in Wisconsin. In any such foreclosure, the owner shall be required to pay the costs and expenses of filing the notice of lien and all reasonable attorneys' fees. All such costs and expenses shall be secured by the lien being foreclosed. The unit owner shall also be required to pay to the Association any assessments against the unit which shall become due during the period of foreclosure. The Association shall have the right and power to bid at the foreclosure sale or other legal sale and to acquire, hold, convey, lease, rent, encumber, use and otherwise deal with the unit as the owner thereof.

Any first mortgagee who obtains title to a unit pursuant to taking a deed in lieu of foreclosure or voluntary surrender, shall not be liable for such unit's unpaid dues or charges which have accrued prior to the acquisition of title to such unit by that mortgagee. A release of lien shall be executed by the Association in such form as to be recordable in the Milwaukee County Register of Deeds office, which shall be delivered, upon written request therefor, to that mortgagee obtaining title by virtue of the deed in lieu of foreclosure, and it shall be the obligation of the Association to seek payment on those prior liens from the prior owner(s), or the Association shall pay for same.

A release of notice of lien shall be executed by an officer of the Association in such form as to be recordable in the office of the Register of Deeds of Milwaukee County, Wisconsin, upon payment of all sums secured by a lien which has been made the subject of a recorded notice of lien.

Any encumbrancer holding a lien on a unit may pay, but shall not be required to pay, any amount secured by a lien of the Association created by this Section, and upon such payment such encumbrancer shall be subrogated to all rights of the Association with respect to such lien, including priority.

The Asssociation shall, upon written request, report to any encumbrancer of a unit any unpaid assessments remaining unpaid for longer than sixty (60) days after the due date and any default in the performance by the individual unit owner of any obligation under the condominium documents which are not cured within sixty (60) days; provided, however, that such encumbrancer or unit owner shall have furnished to the Association written notice of such encumbrance.

Doc Yr: 2011 Doc# 05562578 Page# 24 of 53

Section 11. **EFFECT OF NONPAYMENT OF ASSESSMENTS. ASSOCIATION REMEDIES:** Any assessment not paid within ten (10) days after the due date, shall bear interest from the due date at the highest interest rate allowed by law and as may be assessed by the Association. All payments on account, shall be first applied to the interest, if any, and then to the assessment payment first due. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common areas or abandonment of his unit. A suit to recover a money judgment for unpaid expenses hereunder may be maintainable without foreclosing or waiving the lien securing the same. No unit owner who is more than thirty (30) days delinquent in the payment of his assessment shall be entitled to vote at any regular or special meeting of the unit owners.

Section 12. **SUBORDINATION OF THE LIEN TO MORTGAGES:** The lien of the assessments provided for herein shall be subordinate to the liens described in Section 10(a), 10(b), 10(c), and 10(d) above. Sale or transfer of any unit shall not affect the assessment lien, except as herein provided. The sale or transfer of any unit pursuant to such mortgage foreclosure shall extinguish the subordinate liens of such assessments as to payments which became due prior to such sale or transfer and such unpaid assessments shall be deemed to be common expenses collectable from all of the owners excluding the acquirer at a sheriff's sale, its successors and assigns. No foreclosure sale shall relieve such prior unit owner from liability for any prior assessments and any purchaser is not relieved from any assessments thereafter assessed, or from the lien thereof.

Doc Yr: 2011 Doc# 05562578 Page# 25 of 53

ARTICLE VIII
PARTY WALLS

Section 1. **GENERAL RULES OF LAW TO APPLY:** Each wall which is built as a part of the original constructioect as additional parcel or p real estate to this Condominium Ownership Act are more particularly desc not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. **SHARING OF REPAIR AND MAINTENANCE:** The cost of reasonable repair and maintenance of a party wall shall be shared by the owners who make use of the wall in proportion to such use.

Section 3. **RIGHT TO CONTRIBUTION RUNS WITH THE LAND:** The right of any owner to contribution from any other owner under this Article shall be appurtenant to the land and shall pass to such owner's successors in title.

Section 4. **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, a valid easement for the encroachment and for the maintenance of same, so long as it exists, shall and does exist. If any building or any part thereof is partially or totally destroyed and then rebuilt, minor encroachments of parts of the common elements due to construction shall be permitted and a valid easement for such encroachments and the maintenance thereof shall exist from unit owners. No major encroachments shall be allowed.

ARTICLE IX
INSURANCE

Section 1. **OBLIGATION OF ASSOCIATION:** The Association, for the benefit of all unit owners, shall insure the units, commonly owned buildings and their appurtenant structures against loss or damage by fire and such other hazards as the Association may deem desirable, for the full insurable replacement cost of same, without prejudice to the right of each unit owner to also insure his own unit for his own benefit. In addition thereto, the Association, for the benefit of all unit owners, shall obtain liability insurance on behalf of the Association in the minimum amount of one million dollars ($1,000,000.00), and in addition thereto, shall obtain a Fidelity Bond on the individual or individuals who might be in possession of assets or monies of the Association. The premiums for such insurance on the Buildings and the appurtenant structures and the units for the Association shall be deemed common expenses; provided, however, that in charging the same to the unit owners, consideration may be given to the higher premium rates on some units than on others. Such insurance coverage shall be written in the name of, losses under shall be adjusted by, and the proceeds of such insurance shall be payable to the Association as trustee for the unit owners or unit owner. The Association may engage the services of any bank or trust company authorized to do trust business in Wisconsin to act as trustee, agent, or depository on behalf of the Association for the purpose of receiving and disbursing the insurance proceeds resulting from any loss, upon such terms as the Association shall determine consistent with the provisions of this Declaration. The fees of such corporate trustee shall be common expenses. In the event of any loss in excess of $50,000.00 in aggregate, the Association shall engage a corporate trustee as aforesaid, or in the event of any loss resulting in the destruction of the major portion of one or more units, the Association shall engage a corporate trustee as aforesaid upon the written demand of the mortgagee or owner of any unit so destroyed.

Doc Yr: 2011 Doc# 05562578 Page# 27 of 53

Section 2. **INSURANCE PROCEEDS:** The proceeds of such insurance shall be applied by the Association or by the trustee on behalf of the Association for the repair or reconstruction of the common elements, unit or units; and the rights of the mortgagee(s) of any unit under any standard endorsement clause to such policies shall, notwithstanding anything to the contrary therein contained, at all times be subject to the provisions herein with respect to the application of insurance proceeds to reconstruction of the unit or units. Payment by any insurance company to the Association or to such trustee of the proceeds of any policy, and the receipt of release from the Association of the company's liability under such policy, shall constitute full discharge of such insurance company, and such company shall be under no obligation to inquire into the terms of any trust under which such proceeds may be held pursuant thereto, or to take notice of any standard mortgage endorsement clause inconsistent with the provisions hereof, or to see to the application of any payments of the proceeds of any policy by the Association or the corporate trustee.

Section 3. **DESTRUCTION AND RECONSTRUCTION:** In the event of partial or total destruction of one or more units, they shall be rebuilt and repaired as soon as is practicable and substantially to the same design, plan and specifications as originally built, unless within thirty (30) days after such partial or total destruction, all of the owners of units subject to this Declaration agree not to repair or rebuild. On reconstruction, the design, plan and specifications of any building or unit may vary from that of the original upon approval of the Association; provided, however, that the number of square feet of any unit may not vary by more than 5% from the number of square feet for such unit as originally constructed, and the location of the unit shall be substantially the same as prior to the damage or destruction.

Doc Yr: 2011 Doc# 05562578 Page# 28 of 53

Section 4. **PARTITION:** The Association shall have the right to levy assessments against the units involved in the event that the proceeds of any insurance collected are insufficient to pay the estimated or actual costs of repair or reconstruction; provided, however, that in the event of damage to an extent more than the available insurance, this Condominium shall be subject to an action for partition upon obtaining the written consent of the unit owners having no less than 75% of the votes. In the event of partition, the net proceeds of sale, together with any net proceeds of insurance shall be considered as one fund and shall be divided among all unit owners and shall be distributed in accordance with the priority interest in each unit.

ARTICLE X
GENERAL PROVISIONS

Section 1. **ENFORCEMENT:** The Association, or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations, now or hereafter imposed by the provisions of this Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. **SEVERABILITY:** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. **TERMINATION:** This Declaration may only be terminated by the unanimous consent of all the unit owners and all the lien claimants on the units, in which event the termination of the Declaration shall be by such plan as may be then adopted by said owners and lien claimants. Such election to terminate this Declaration shall be executed in writing by all of the aforementioned parties, and such instrument or instruments shall be recorded in the Milwaukee County Register of Deeds office.

Doc Yr: 2011 Doc# 05562578 Page# 29 of 53

Notwithstanding the foregoing provisions, no termination of this Declaration shall be effective without the approval of the City of Franklin.

Section 4. **AMENDMENTS:** Except as hereinafter limited and provided, this Declaration may be amended by an instrument signed by the Declarant, alone, at any time prior to the sale of one hundred thirty-two (132) units and thereafter signed by not less than seventy-five percent (75%) of the unit owners; provided, however, that such amendment shall not substantially alter any of the rights or obligations of the owners and/or the members.

No amendment to this Declaration shall be adopted which would operate to affect the validity or priority of any mortgage or which would alter, amend or modify, in any manner whatsoever the rights, powers and privileges granted and reserved herein in favor of any mortgage or in favor of the Declarant without the consent of all such mortgagees or the Declarant, as the case may be. Any amendment must be recorded in the Register of Deeds office of Milwaukee County, Wisconsin.

Section 5. **REGISTERED AGENT FOR SERVICE OF PROCESS:** The initial registered agent for service of process shall be Richard W. Double, 700 North Water Street, Room 640, Milwaukee, Wisconsin 53202. Change of agent for service of process may be accomplished by resolution of the Board of Directors of the Association and upon proper filing of said name and address with the Register of Deeds for Milwaukee County, Wisconsin, and with the Secretary of State of Wisconsin.

Section 6. **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.

IN WITNESS WHEREOF, the DECLARANT has caused this Declaration to be executed by John C. Schlosser and Richard J. Kaerek this 1st day of September, 1982.

TUCKAWAY SHORES CONDOMINIUMS,
a joint venture

BY: _____
JOHN C. SCHLOSSER

BY: _____
RICHARD J. KAEREK

AUTHENTICATION

Signatures of John C. Schlosser and Richard J. Kaerek authenticated this 1st day of September, 1982

_____
RICHARD W. DOUBLE
TITLE: MEMBER STATE BAR OF WISCONSIN

This Instrument was drafted by

Richard W. Double
Double & Double
700 North Water Street
Milwaukee, Wisconsin 53202

Return To Above

Doc Yr: 2011 Doc# 05562578 Page# 31 of 53

All that part of the Northeast One-quarter of the Southeast One-quarter of Section 16, Town 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, described as follows:

All that part of Lot 1 of TUCKAWAY SHORES CONDOMINIUMS, a subdivision recorded as Document No. 5536079 in the Register's Office of Milwaukee County and filed in Volume 113 of Plats on Pages 27 and 28, bounded and described as follows:

Beginning at the Northeast corner of said Lot 1; thence South 88 degrees 41' 24" West, 63.40 feet along the North line of said Lot 1; thence South 01 degrees 18' 36" East, 140.74 feet; thence South 88 degrees 41' 24" West, 210.00 feet; thence South 36 degrees 14' 50" West, 63.61 feet; thence South 01 degree 18' 36" East, 25.00 feet; thence South 37 degrees 45' 00" West, 142.00 feet; thence South 88 degrees 41' 24" West, 36.00 feet; thence South 72 degrees 00" 00" West, 48.00 feet along a line which is 10.00 feet from (as measured along a line with a bearing of South 18 degrees 00' 00" East) the center of an existing sanitary manhole; thence South 45 degrees 00' 00" West, 257.52 feet to the Southerly line of said Lot 1; thence South 40 degrees 21' 29" East, 50.87 feet along said Southerly line; thence South 24 degrees 00' 00" West, 101.57 feet along said Southerly line; thence South 64 degrees 00' 00" East, 214.19 feet along said Southerly line; thence North 46 degrees 20' 00" East, 120.00 feet along said Southerly line; thence North 16 degrees 45' 00" East, 100.00 feet along said Southerly line; thence North 00 degrees 30' 00" East, 200.00 feet along said Southerly line; thence North 37 degrees 15' 00" East, 212.00 feet along said Southerly; thence North 89 degrees 27' 17" East, 230.00 feet along said Southerly line to the East line of said Lot 1; thence North 00 degrees 32' 43" West, 209.20 feet along said East line to the point of beginning.

(containing 127,851 square feet or 2.9351 acres of land)

Description of Parcel 2 of property which may be added to the condominium.

All that part of the Northeast One-quarter of the Southeast One-quarter of Section 16, Town 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, bounded and described as follows:

Commencing at the Northeast corner of said Southeast One-quarter Section; thence South 00 degrees 32' 43" East, 1168.96 feet along the East line of said One-quarter Section to the North line of a parcel of land as described in a quit claim deed in Volume 3407 of Deeds on page 20 and recorded as Document No. 3374765; thence

(LEGAL DESCRIPTION CONTINUED ON FOLLOWING PAGES)

EXHIBIT A

South 88 degrees 33' 24" West, 60.01 feet along said North line to the West right of way line of South 76th Street (County Trunk Highway "U") and to the point of beginning; thence South 88 degrees 33' 24" West, 230.39 feet along said North line to the Northwest corner of said parcel; thence South 00 degrees 32' 43" East, 149.99 feet along the West line of said parcel to the South line of said Northeast Quarter-quarter Section; thence South 88 degrees 33' 24" West, 782.14 feet along said South line to the South line of Parcel 2 as described in Reel 1405 on Images 920 and 921 and recorded as Document No. 5503434; thence South 88 degrees 33' 53" West, 256.36 feet along said South line of said Parcel 2 to the West line of said Northeast Quarter-quarter Section; thence North 00 degrees 32' 14" West, 886.86 feet along said West line to the South line of Certified Survey Map (C.S.M.) No. 671 as monumented; thence North 88 degrees 39' 49" East, 200.21 feet along said South line of said C.S.M. No. 671 to the Southeast corner of said C.S.M. No. 671 as monumented with a one and one-half inch (inside diameter) iron pipe and to the Southwest corner of C.S.M. No. 769; thence North 88 degrees 41' 41" East, 299.99 feet along the South line of said C.S.M. No. 769 to the Southeast corner of said C.S.M. No. 769 as monumented with a one inch (inside diameter) iron pipe and to the South line of TUCKAWAY SHORES CONDOMINIUMS, a Subdivision recorded as Document No. 5536079 in the Register's Office of Milwaukee County and filed in Volume 113 of Plats on Pages 27 and 28; thence South 40 degrees 21' 29" East, 5.77 feet along said South line to the Westerly right of way line of a proposed public street; thence Southwesterly, 94.32 feet along said Westerly line and along the arc of a curve having the center of the circle of which said arc is a part lying to the Northwest, having a central angle of 16 degrees 22' 36", having a radius of 330.00 feet and having a chord of 94.00 feet which bears South 57 degrees 49' 49" West; thence South 66 degrees 01' 07" West, 272.75 feet along said Westerly line; thence Southwesterly, 325.25 feet along said Westerly line and along the arc of a curve having the center of the circle of which said arc is a part lying to the Southeast, having a central angle of 66 degrees 33' 16", having a radius of 280.00 feet and having a chord of 307.27 feet which bears South 32 degrees 44' 29" West; thence South 00 degrees 32' 09" East, 256.15 feet along said Westerly line; thence Southeasterly, 333.16 feet along said Westerly line, along the South line of said proposed public street and along the arc of a curve having the center of the circle of which said arc is a part lying to the Northeast, having a central angle of 90 degrees 53' 58", having a radius of 210.00 feet and having a chord of 299.31 feet which bears South 45 degrees 59' 08" East; thence Nort 88 degrees 33' 53" East, 613.70 feet along said South line; thence Northeasterly, 102.10 feet along said South line and along the arc of a curve having the center of the circle of which said arc is a part lying to the Northwest, having a central angle of 45

EXHIBIT A

degrees 00' 00", having a radius of 130.00 feet and having a chord of 99.50 feet which bears North 66 degrees 03' 53" East; thence North 43 degrees 33' 53" East, 129.26 feet along said South line; thence Northeasterly, 54.98 feet along said South line and along the arc of a curve having the center of the circle of which said arc is a part lying to the Southeast, having a central angle of 45 degrees 00' 00", having a radius of 70.00 feet and having a chord of 53.58 feet which bears North 66 degrees 03' 53" East; thence North 88 degrees 33' 53" East, 206.41 feet along said South line to said West line of said South 76th Street; thence South 00 degrees 32' 43" East, 4.87 feet along said West line to the point of beginning.

Containing 2.2931 acres of land.

EXHIBIT A

All that part of the Northeast One-quarter of the Southeast One-quarter of Section 16, Town 5 North, Range 21 East, City of Fanklin, Milwaukee County, Wisconsin, bounded and described as follows:

Commencing at the Northeast corner of said Southeast One-quarter Section; thence South 00 degrees 32' 43" East, 255.00 feet along the East line of said One-quarter Section to the South line of TUCKAWAY SHORES CONDOMINIUMS, a subdivision recorded as Document No. 5536079 in the Register's Office of Milwaukee County and filed in Volume 113 of Plats on Pages 27 and 28, thence South 89 degrees 27' 17" West, 60.00 feet along said South line to the West right of way line of South 76th Street (County Trunk Highway "U") and to the point of beginning; thence South 00 degrees 32' 43" East, 850.02 feet along said West line to the North line of a proposed public street; thence South 88 degrees 33' 53" West, 207.34 feet along said North line; thence Southwesterly, 102.10 feet along said North line and along the arc of a curve having the center of the circle of which said arc is a part lying to the Southeast, having a central angle of 45 degrees 00' 00", having a radius of 130.00 feet and having a chord of 99.50 which bears South 66 degrees 03' 53" West; thence South 43 degrees 33' 53" West, 129.26 feet along said North line; thence Southwesterly, 54.98 feet along said North line and along the arc of a curve having the center of the circle of which said arc is a part lying to the Northwest, having a central angle of 45 degrees 00' 00", having a radius of 70.00 feet and having a chord of 53.58 feet which bears South 66 degrees 03' 53" West; thence South 88 degrees 33' 53" West, 613.70 feet along said North line; thence Northwesterly, 237.97 feet along said North line, along the Easterly line of said public street and along the arc of a curve having the center of the circle of which said arc is a part lying to the Northeast, having a central angle of 90 degrees 53' 58", having a radius of 150.00 feet and having a chord of 213.79 feet which bears North 45 degrees 59' 08" West; thence North 00 degrees 32' 09" West, 256.15 feet along said Easterly line; thence Northeasterly, 255.55 feet along said Easterly line and along the arc of a curve having the center of the circle of which said arc is a part lying to the Southeast, having a central angle of 66 degrees 33' 16", having a radius of 220.00 feet and having a chord of 241.42 feet which bears North 32 degrees 44' 29" East; thence North 66 degrees 01' 07" East, 272.75 feet along said Easterly line; thence Northeasterly, 111.47 feet along said Easterly line and along the arc of a curve having the center of the circle of which said arc is a part lying to the Northwest, having a central angle of 16 degrees 22' 36", having a radius of 390.00 feet and having a chord of 111.09 feet which bears North 57 degrees 49' 49" East, to said South line of said subdivision

LEGAL DESCRIPTION CONTINUED ON FOLLOWING PAGE
EXHIBIT B

plat of TUCKAWAY SHORES CONDOMINIUMS; thence South 40 degrees 21' 29" East, 150.00 feet along said South line; thence South 24 degrees 00' 00" West, 101.57 feet along said South line; thence South 64 degrees 00' 00" East, 214.19 feet along said South line; thence North 46 degrees 20' 00" East, 120.00 feet along said South line; thence North 16 degrees 45' 00" East, 100.00 feet along said South line; thence North 00 degrees 30' 00" East, 200.00 feet along said South line; thence North 37 degrees 15' 00" East, 212.00 feet along said South line; thence North 89 degrees 27' 17" East, 230.00 feet along said South line to the point of beginning.

Containing 18.5618 acres of land.

EXHIBIT B

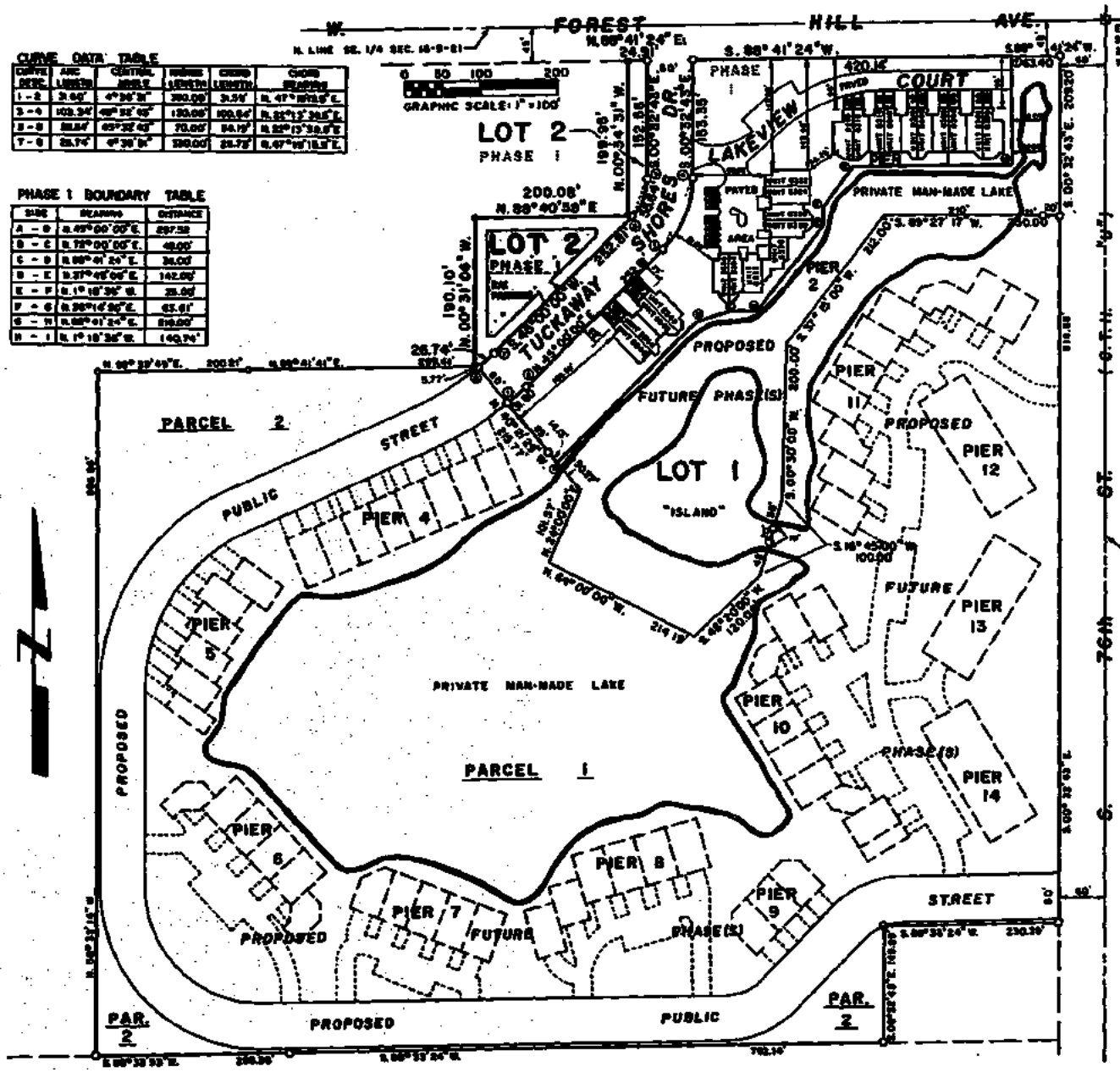
Doc Yr: 2011 Doc# 05562578 Page# 37 of 53

REEL 1467 IMAGE 1902

37

EXHIBIT "C"

TUCKAWAY SHORES CONDOMINIUMS



LEGAL DESCRIPTION OF PHASE I:
See Section 1 of Article I of the Declaration of Condominium.

LEGEND:
- Denotes Limited Common Element (see note 5).

NOTES:
1. All survey monuments found and accepted for Phase I are the same monuments called for in the Plat of TUCKAWAY SHORES CONDOMINIUMS, a recorded subdivision, Document No. 5536079, Volume 113 of Plats on Pages 27 and 28.
2. All bearings are referenced to the East line of the Southeast One-quarter of Section 16, Town 5 North, Range 21 East which is assumed to bear North 00°32'43" West.
3. All linear measurements have been made to the nearest one hundredth of a foot. All angular measurements have been made to the nearest second and computed to the half second.
4. Phase I of this Condominium Plat is subject to the following easements: those easements as shown on the plat of TUCKAWAY SHORES CONDOMINIUMS, a recorded subdivision; an electric utility easement recorded in Reel 1442 on Image 534 as Document No. 5837706; and a sewer easement to the City of Franklin.
5. Limited Common Elements are indicated by shaded or "screened" areas. The Limited Common Elements adjacent to or near Piers 1 and 2 are assigned to those Units having the same last two digits as the two digits within the Limited Common Elements. Parking spaces in the Limited Common Element in Lot 2, described as Recreational Vehicle (R.V.) Parking Area, are assigned by permit from the Tuckaway Shores Condominium Association.

SURVEY:
Tuckaway Shores Condominiums, a joint venture, has signed a written agreement excluding the setting of monuments at points A through I as required by Section A-E 5.01 (3) of Chapter A-E 5 of the Wisconsin Administrative Code.

SURVEYOR'S CERTIFICATE:
I, Richard H. Stenzel, Registered Land Surveyor, do hereby certify that I have surveyed the property described above and that this survey is an accurate representation of the exterior boundary lines and the location of the buildings on said property. This plat is a correct representation of Tuckaway Shores Condominiums and the identification and location of each Unit and the Common Elements can be determined from the plat. The Common Element is defined as all of the Condominium property contained within the Condominium description excepting the Limited Common Elements (as shown on the Condominium Plat or as described in the Declaration of Condominium) and the individual Units. This surveyor makes no certification as to the accuracy of the diagrammatic floor plans of the condominium buildings and units contained in the Condominium Plat or the approximate dimensions or floor areas thereof.

Dated: June 11, 1982

Richard H. Stenzel
Registered Wisconsin Land Surveyor S-1878

WISCONSIN RICHARD H. STENZEL S-1878 LAND SURVEYOR

R. A. Smith & Assoc. Inc.

ADDRESS FOR UNITS IN PHASE I

AND STYLE OF UNIT

OF

TUCKAWAY SHORES CONDOMINIUMS

PIER I

8300 Tuckaway Shores Drive	Clearwater
8302 Tuckaway Shores Drive	Seabreeze
8304 Tuckaway Shores Drive	Windward
8306 Tuckaway Shores Drive	Windward
8308 Tuckaway Shores Drive	Seabreeze
8310 Tuckaway Shores Drive	Seabreeze
8312 Tuckaway Shores Drive	Windward
8314 Tuckaway Shores Drive	Windward
8316 Tuckaway Shores Drive	Seabreeze
8318 Tuckaway Shores Drive	Clearwater

PIER II

8322 Tuckaway Shores Drive	Windward
8324 Tuckaway Shores Drive	Windward
8326 Tuckaway Shores Drive	Seabreeze
8328 Tuckaway Shores Drive	Seabreeze
8330 Tuckaway Shores Drive	Anchorage
8332 Tuckaway Shores Drive	Windward

CONTINUED ON FOLLOWING PAGE

EXHIBIT D

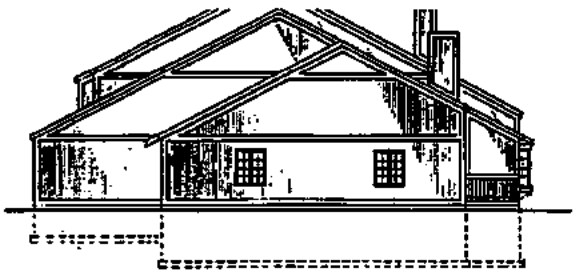
PIER II CONTINUED

8334 Tuckaway Shores Drive	Seabreeze
8336 Tuckaway Shores Drive	Seabreeze

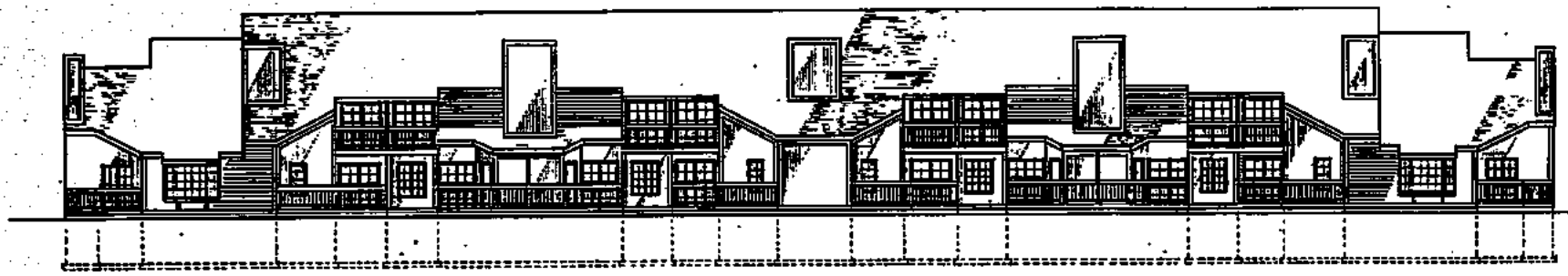
PIER III

8340 Tuckaway Shores Drive	Seabreeze
8342 Tuckaway Shores Drive	Seabreeze
8344 Tuckaway Shores Drive	Seabreeze
8346 Tuckaway Shores Drive	Windward

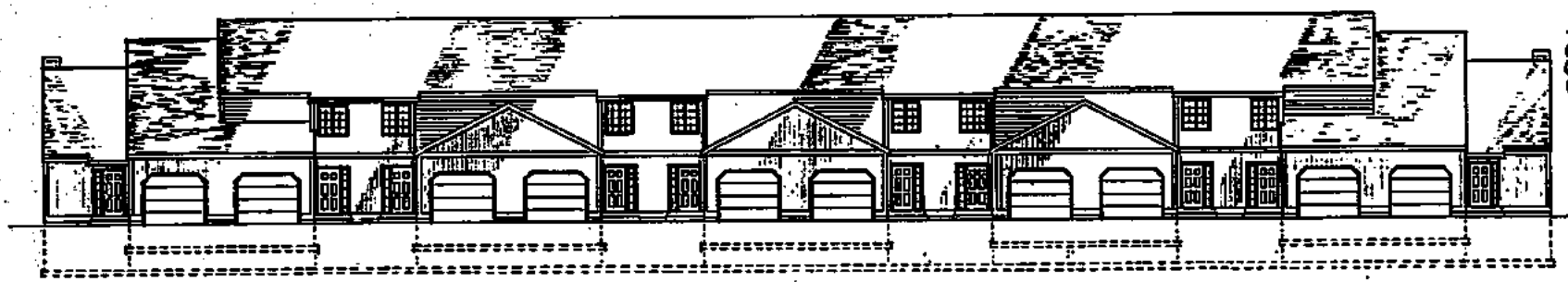
EXHIBIT D



WEST ELEVATION — EAST ELEVATION SIMILAR
PIER-1



SOUTH ELEVATION PIER-1



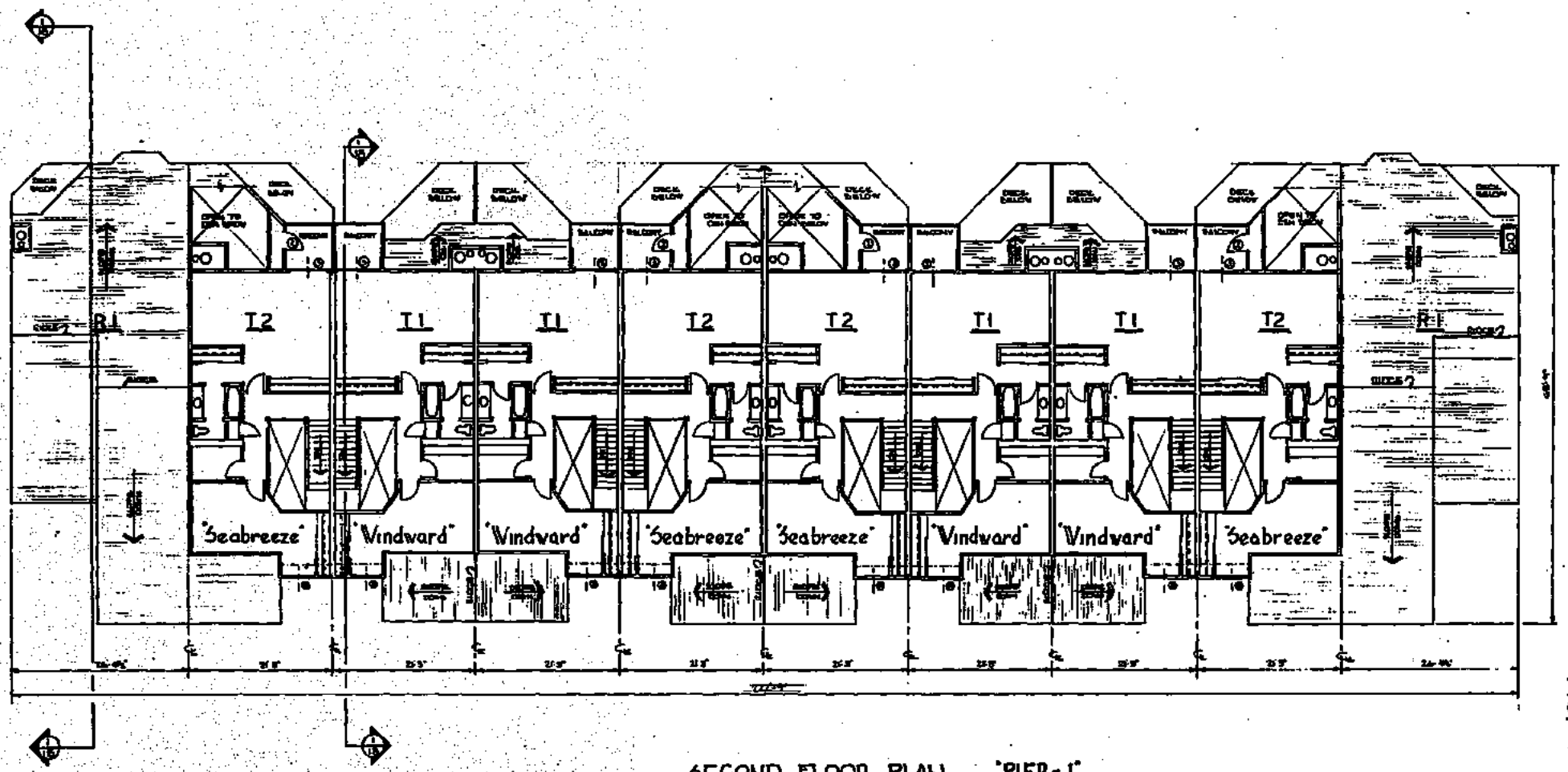
NORTH ELEVATION PIER-1

Doc Yr: 2011 Doc# 05562578 Page# 40 of 53

REEL 1467 IMAG 1905

FIRST FLOOR PLAN 'PIER-1'

Doc:Yr: 2011 Doc# 05562578 Page# 42 of 53



SECOND FLOOR PLAN "PIER-1"

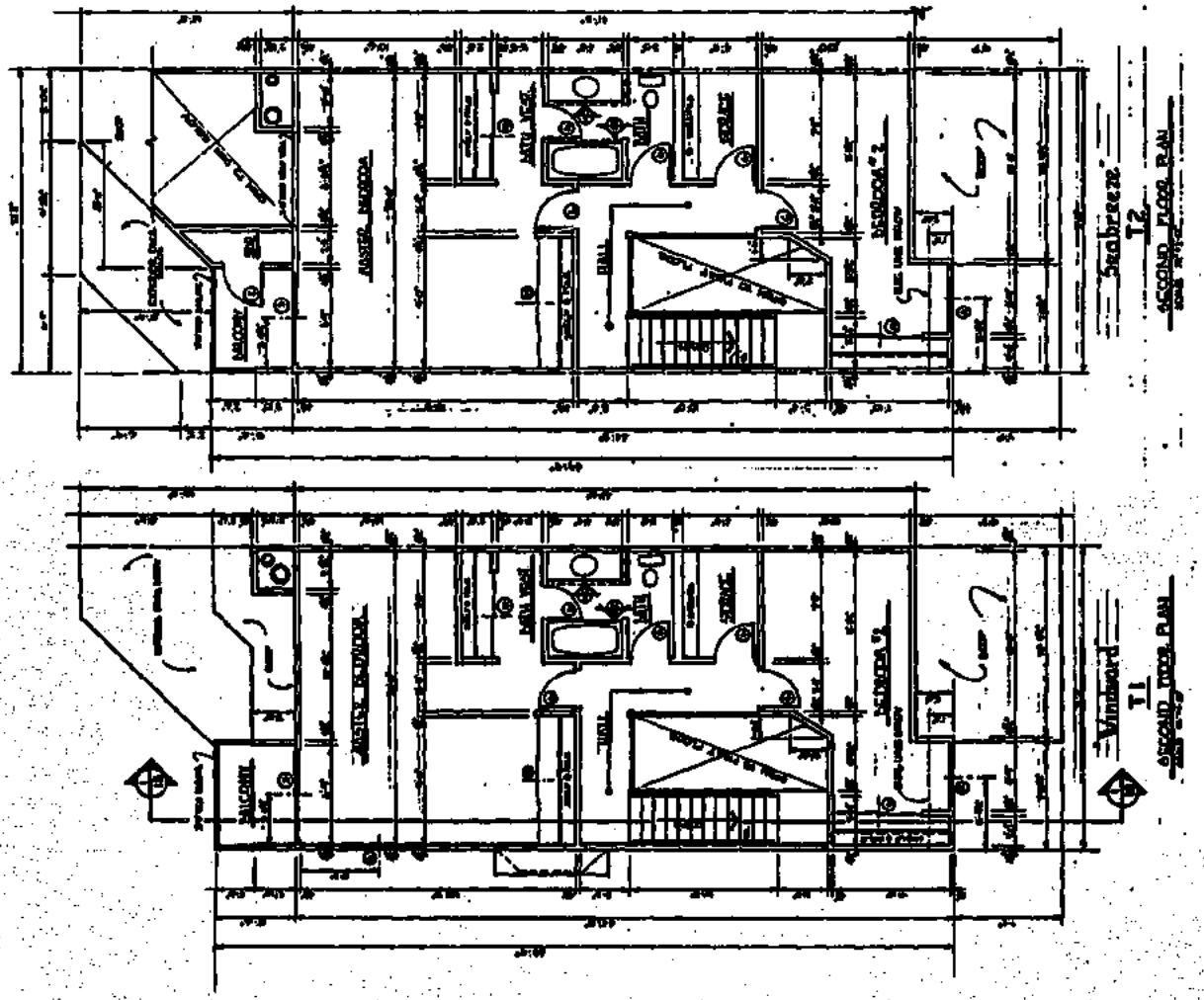
RECD | 467 | MISC | 907

REEL 1467 PAGE 1908

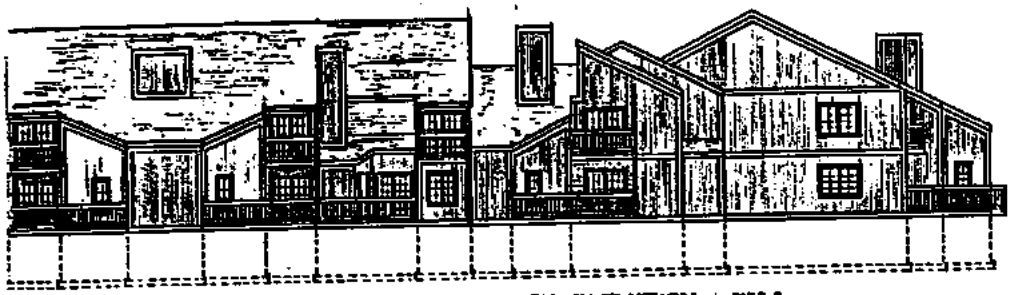
TYPICAL UNITS 'PIER-1'

REEL 1467 IMAG 1909

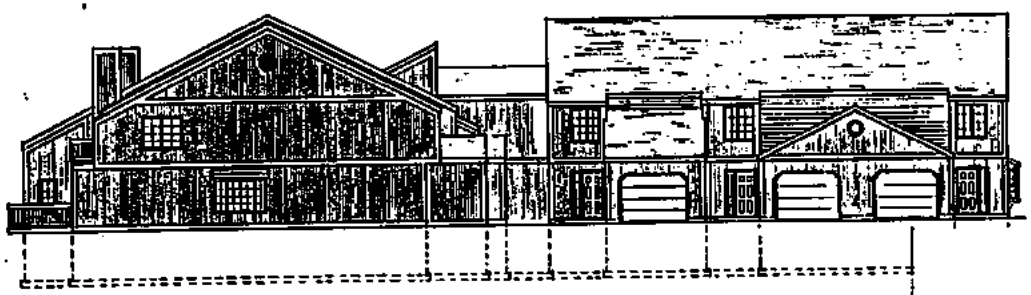
TYPICAL UNITS 'PIER-1'



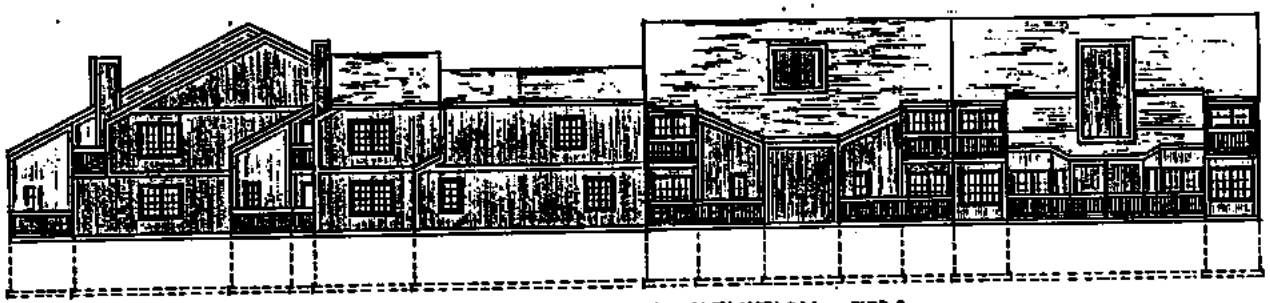
TYPICAL UNIT Clearwater FIRST FLOOR PLAN



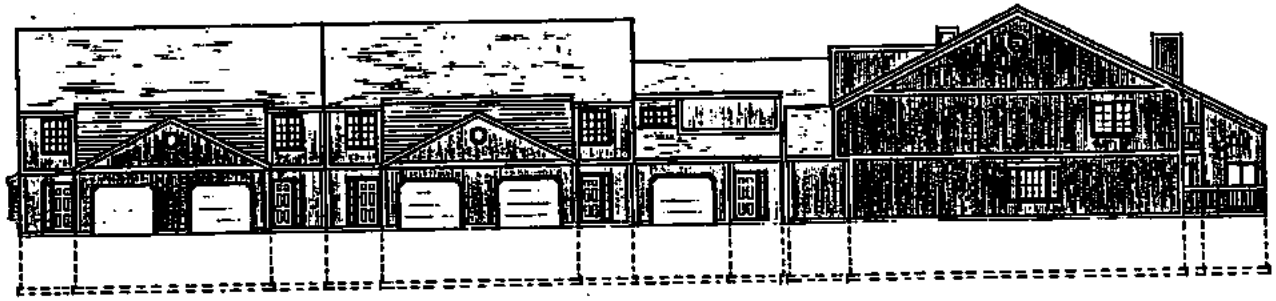
SOUTH ELEVATION PIER-2



NORTH ELEVATION PIER-2



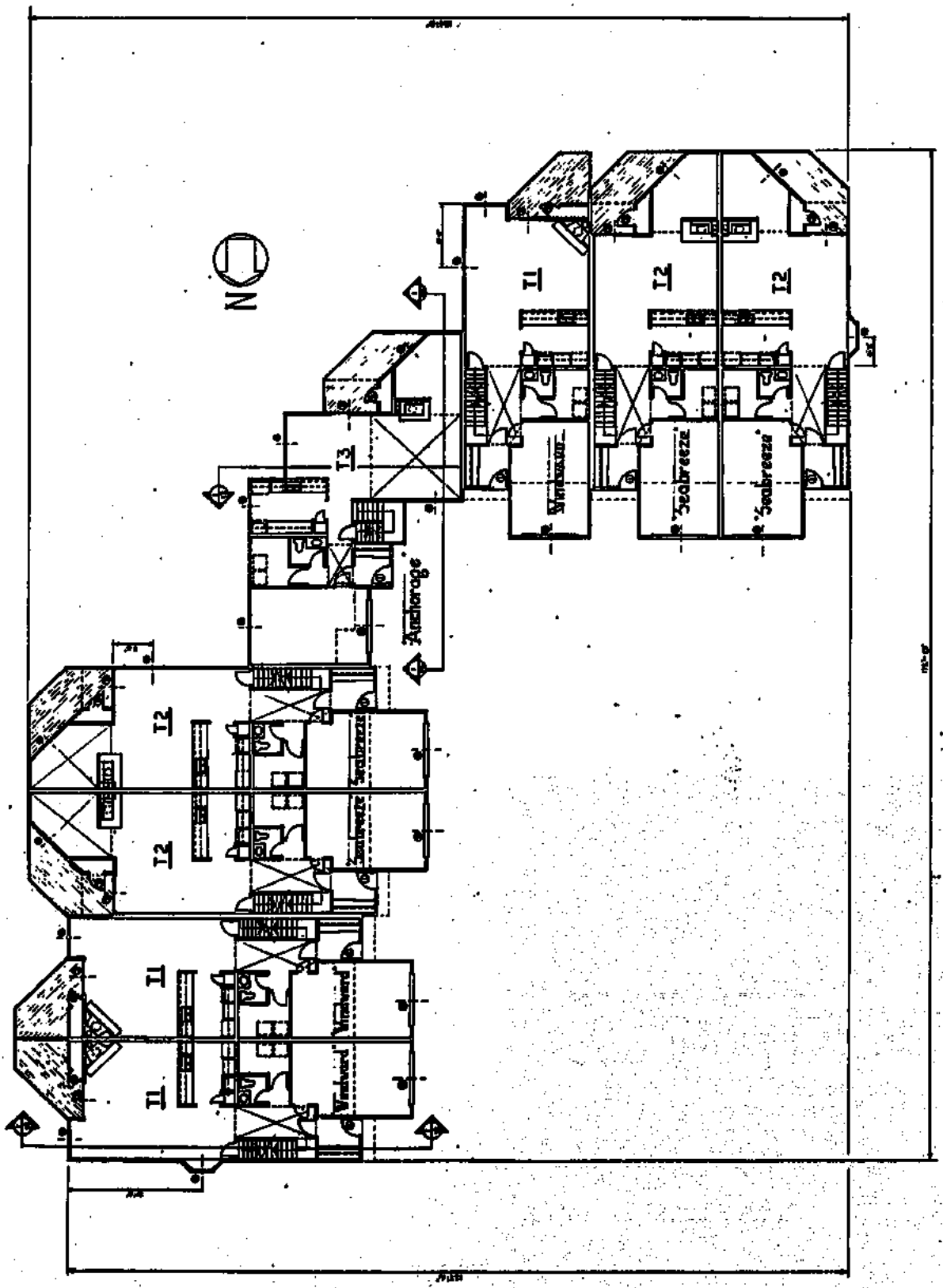
EAST ELEVATION PIER-2



WEST ELEVATION PIER-2

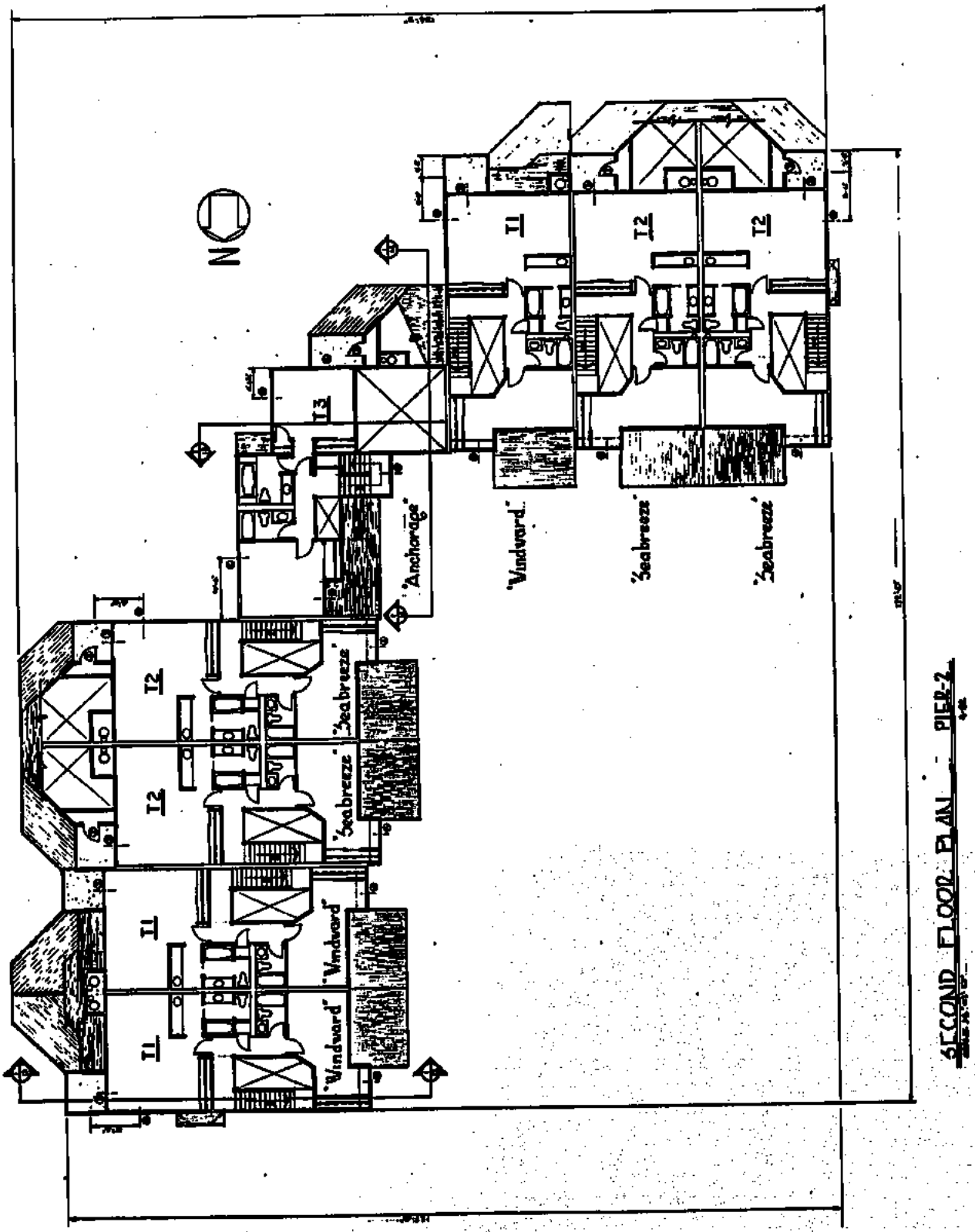
Doc Yr: 2011 Doc# 05562578 Page# 46 of 53

REEL 1467 PAGE 1911

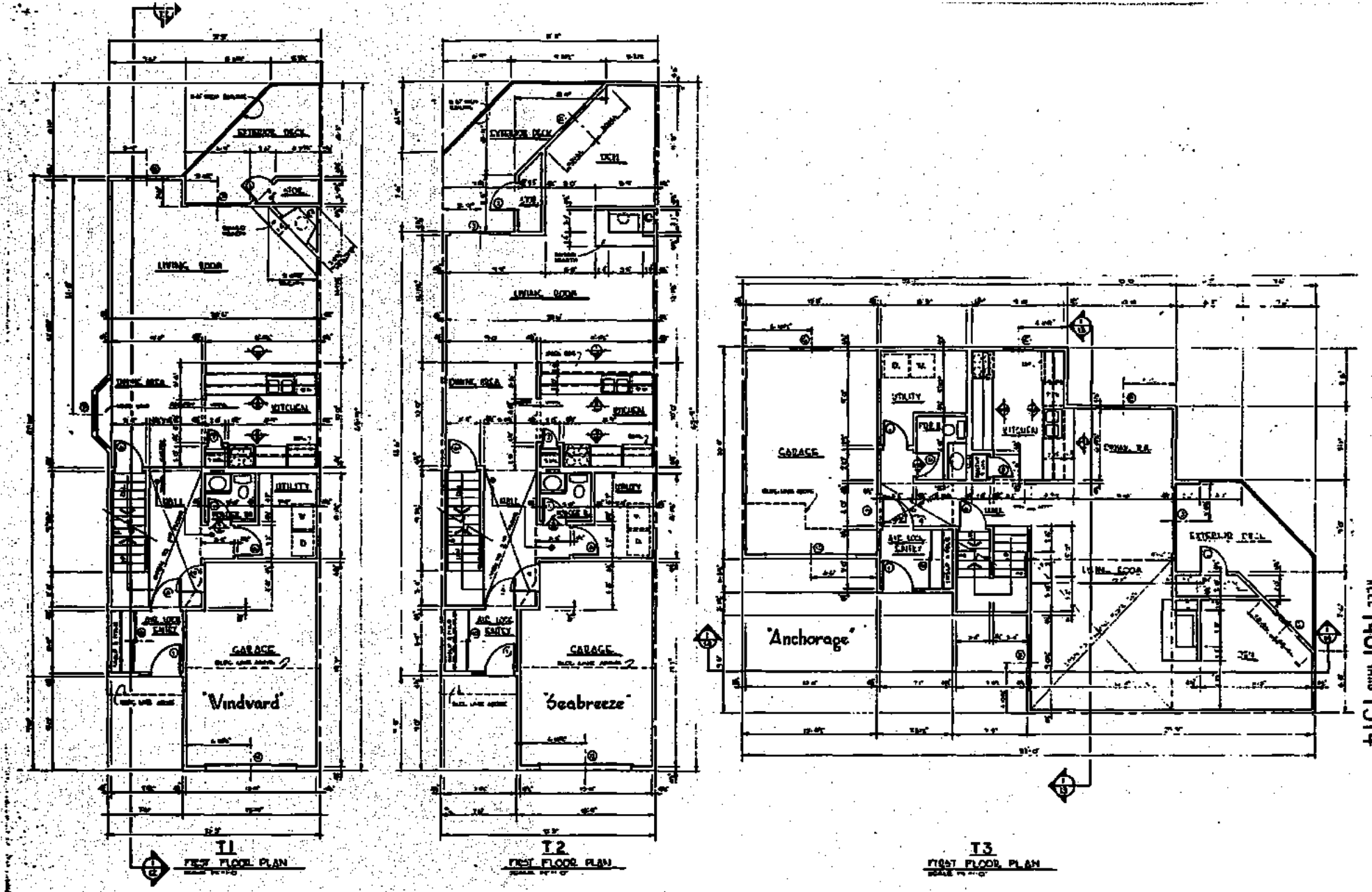


FIRST FLOOR PLAN — PIER-2

REEL 1467 IMAG 1913



SECOND FLOOR PLAN - PIER-2

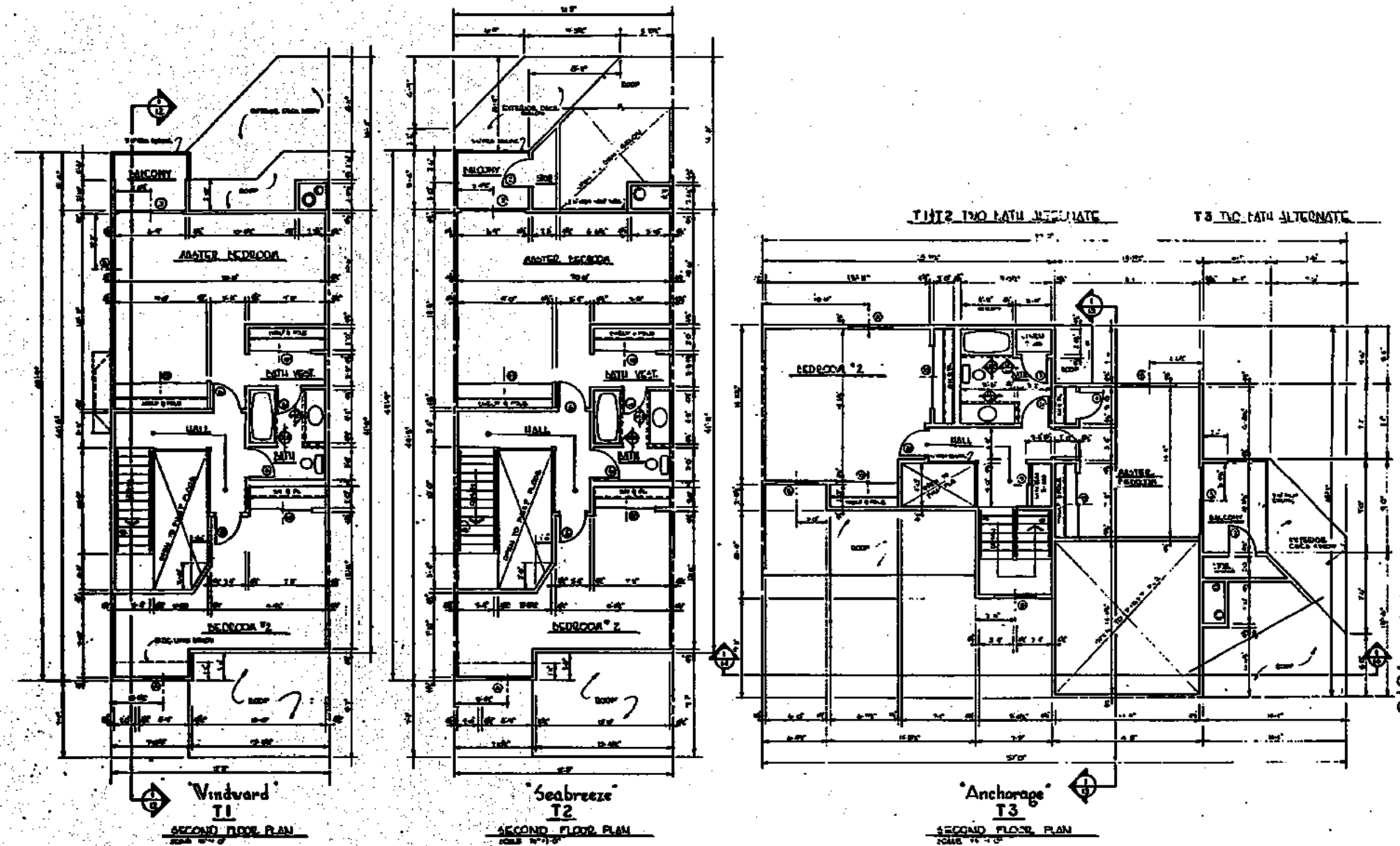


TYPICAL UNITS PIER-2

Doc Yr: 2014 Doc# 05562578 Page# 49 of 53

REEL 1497 PG 1914

Doc Yr: 2011 Doc# 05562578 Page# 50 of 53



TYPICAL UNITS "PIER-2"

50
REEL 1467 IMG 1915

NORTH-EAST ELEVATION "PIER-3"

SOUTH-WEST ELEVATION "PIER-3"

NORTH-WEST ELEVATION "PIER-3"

SOUTH-EAST ELEVATION "PIER-3"

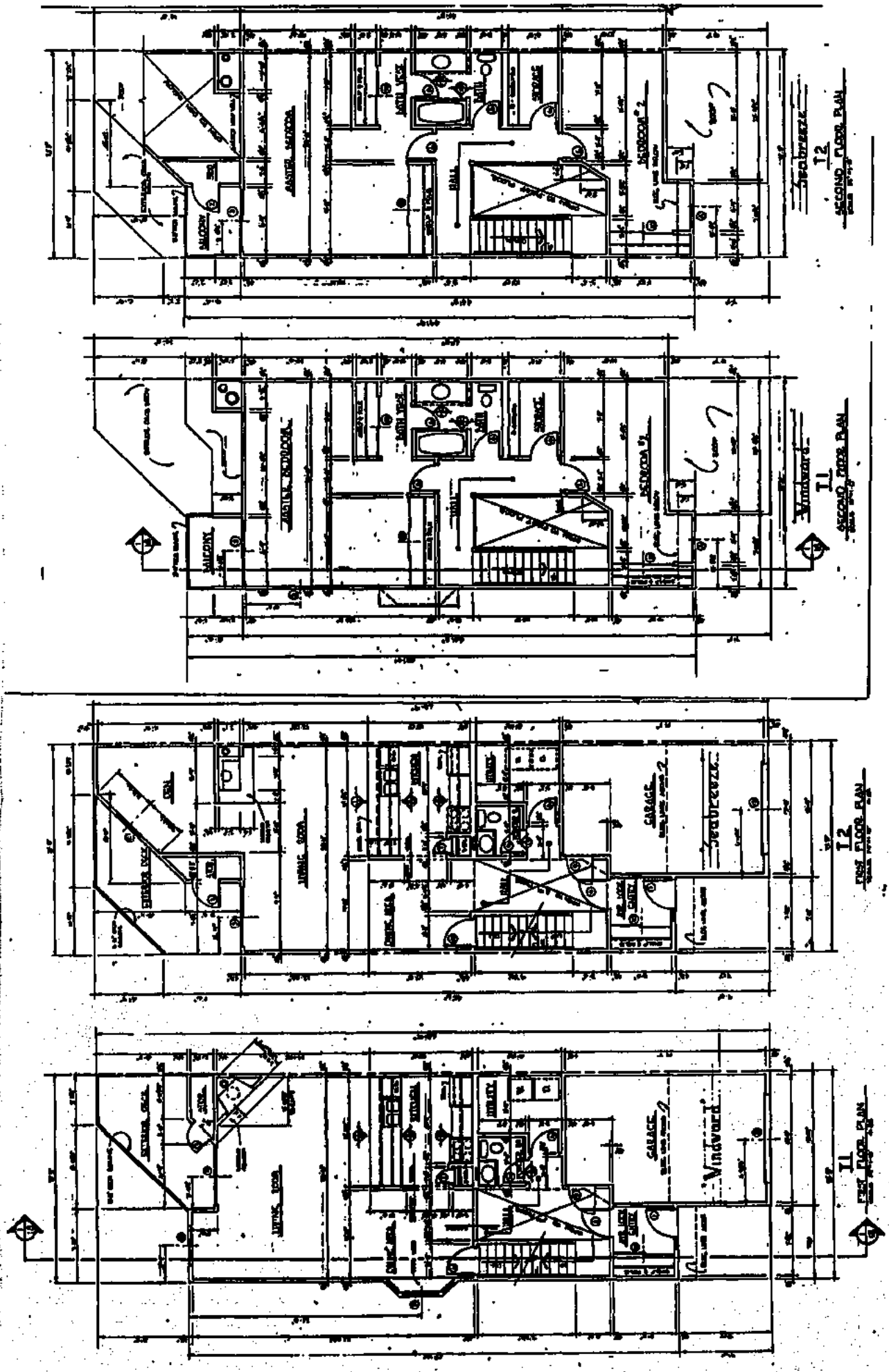
Doc Yr: 2011 Doc# 05562578 Page# 51 of 53

REEL 1467 PAGE 1916 51

SECOND FLOOR PLAN

N

FIRST FLOOR PLAN


T2
SECOND FLOOR PLAN
T1
SECOND FLOOR PLAN
T2
FIRST FLOOR PLAN
T1
FIRST FLOOR PLAN
Windward
Windward
TYPICAL UNITS PILE 3

SECOND CORRECTION TO

DECLARATION OF CONDOMINIUM OWNERSHIP

OF

TUCKWAY SHORES CONDOMINIUMS

THIS SECOND CORRECTION TO THE DECLARATION OF CONDOMINIUM OWNERSHIP OF TUCKAWAY SHORES CONDOMINIUMS made and entered into this 11th day of January, 1984, by **TUCKAWAY SHORES CONDOMINIUMS, A JOINT VENTURE**, hereinafter referred to as "Declarant".

This Second Corrective Amendment to the Declaration of Condominium Ownership of Tuckaway Shores Condominiums is hereby made and executed to correct an error contained within said Declaration. The Declarant does hereby amend said Declaration by amending the Condominium Plat attached to said Declaration as Exhibit C so as to reflect the construction of a parking lot to the southwest of Pier 3 which shall be limited common area for the sole use by the unit owners proposed Pier 4. The new amended Exibit C is attached hereto and made a part hereof.

WITNESSETH

The Declaration of Condominium Ownership for Tuckaway Shores Condominiums was duly recorded by the Declarant in the Office of Register of Deeds for Milwaukee County, Wisconsin on the 8th day of September, 1982, at Reel 1467, Images 1866 to 1918 inclusive, as Document No. 5562578.

5685660

REGISTER'S OFFICE } ss
Milwaukee County, WI
RECORDED AT 4:20 P M

JAN 13 1984

REEL 1604 IMAGE 1203 T 0 1207

REGISTER OF DEEDS

1

JAN-13-84 296757 e 5685660 F CHEC *12.00

12.00

LEGAL DESCRIPTION OF REAL ESTATE

The real estate which was affected by the Declaration of Condominium Ownership of Tuckaway Shores Condominiums is legally described as follows:

All that part of the Northeast One-quarter of the Southeast One-quarter of Section 16, Town 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, described as follows:

Lot 2 of Tuckaway Shores Condominiums, a subdivision recorded as Document No. 5536079 in the Register's Office of Milwaukee County and filed in Volume 113 of Plats on Pages 27 and 28. (containing 25,255 square feet or 0.5798 acres of land)

Also that part of Lot 1 of said TUCKAWAY SHORES CONDOMINIUMS bounded and described as follows: Beginning at the Northwest corner of said Lot 1; thence South 00 degrees, 32' 43" East, 153.35 feet along the Westerly line of said Lot 1; thence Southwesterly, 103.34 feet along said Westerly line and along the arc of a curve having the center of the circle of which said arc is a part lying to the Northwest, having a central angle of 45 degrees 32' 43", having a radius of 130.00 feet and having a chord of 100.64 feet which bears South 22 degrees 13' 38.5" West; thence South 45 degrees 00' 00" West, 252.81 feet along said Westerly line; thence Southwesterly, 31.60 feet along said Westerly line and along the arc of a curve having the center of the circle of which said arc is a part lying to the Northwest, having a central angle of 04 degrees 38' 31", having a radius of 390.00 feet and having a chord of 31.59 feet which bears South 47

degrees 19' 15.5" West, to the Southerly line of said Lot 1; thence South 40 degrees 21' 29" East, 99.13 feet along said Southerly line; thence North 45 degrees 00' 00" East, 257.52 feet; thence North 72 degrees 00' 00" East, 48.00 feet along a line (and the Easterly extension thereof) which is 10.00 feet from (as measured along a line with a bearing of South 18 degrees 00' 00" East) the center of an existing sanitary manhole; thence North 88 degrees 41' 24" East, 36.00 feet; thence North 37 degrees 45' 00" East, 142.00 feet; thence North 01 degree 18' 36" West, 25.00 feet; thence North 36 degrees 14' 50" East, 63.61 feet; thence North 88 degrees 41' 24" East, 210.00 feet; thence North 01 degree 18' 36" West, 140.74 feet to the North line of said Lot 1; thence South 88 degrees 41' 24" West, 420.14 feet along said North line to the point of beginning. (containing 177,271 square feet or 2.6922 acres of land).

IN WITNESS WHEREOF, TUCKAWAY SHORES CONDOMINIUMS, A JOINT VENTURE has caused this instrument to be signed this 11th day of January, 1984.

TUCKAWAY SHORES CONDOMINIUMS, A JOINT VENTURE

JOHN C. SCHLOSSER

RICHARD J. KAEBER

Subscribed and sworn to
before me this 11th day
of January, 1984.

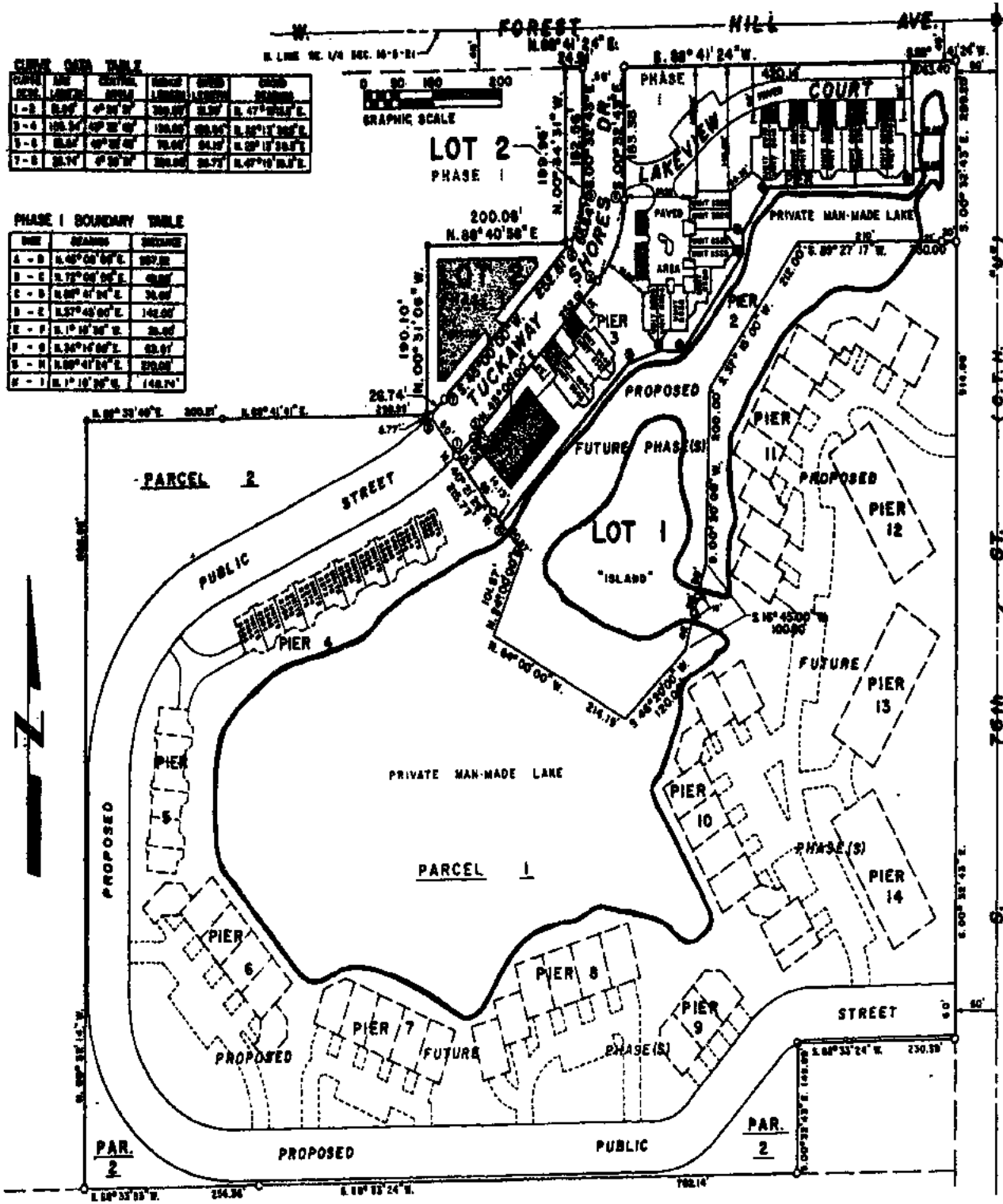
Shirley A. Hill, Notary Public
Milwaukee County, State of Wisconsin
My commission expires March 18, 1984.

This document was drafted by:
Richard F. Double
Attorney at Law
700 North Water Street
Milwaukee, Wisconsin 53202

Signatures authenticated this 13th day of January, 1984.

RICHARD F. TYSON

TITLE: MEMBER STATE BAR OF WISCONSIN



CURVE DATA TABLE

CURVE	ARC LENGTH	CENTRAL ANGLE	RADIUS LENGTH	CHORD LENGTH	CHORD BEARING
1 - 2	31.94'	4° 34' 19"	399.99'	31.93'	S. 47° 09' 13" E.
3 - 4	109.34'	49° 22' 40"	126.86'	106.01'	S. 24° 17' 36" E.
5 - 6	69.84'	49° 22' 40"	80.99'	67.71'	S. 24° 17' 36" E.
7 - 8	28.74'	4° 34' 19"	359.99'	28.73'	S. 47° 09' 13" E.

PHASE I BOUNDARY TABLE

LINE	BEARING	DISTANCE
A - B	N. 43° 00' 00" E.	207.82'
B - C	S. 77° 00' 00" E.	49.00'
C - D	N. 88° 41' 24" E.	30.00'
D - E	S. 37° 40' 00" E.	142.00'
E - F	S. 1° 19' 36" W.	20.00'
F - G	N. 36° 14' 00" E.	69.97'
G - H	N. 88° 41' 24" E.	220.00'
H - I	N. 1° 19' 36" W.	148.74'

EXHIBIT "C"

AMENDED

TUCKAWAY SHORES CONDOMINIUMS

LEGAL DESCRIPTION OF PHASE I:
See Section 1 of Article I of the Declaration of Condominium.

LEGEND:
(LCE) - Denotes Limited Common Element (see note 5).

NOTES:
1. All survey monuments found and accepted for Phase I are the same monuments called for in the Plat of TUCKAWAY SHORES CONDOMINIUMS, a recorded subdivision, Document No. 5536079, Volume 113 of Plats on Pages 27 and 28.
2. All bearings are referenced to the East line of the Southeast One-quarter of Section 16, Town 5 North, Range 21 East which is assumed to bear North 00°32'43" West.
3. All linear measurements have been made to the nearest one hundredth of a foot. All angular measurements have been made to the nearest second and computed to the half second.
4. Phase I of this Condominium Plat is subject to the following easements: those easements as shown on the plat of TUCKAWAY SHORES CONDOMINIUMS, a recorded subdivision; an electric utility easement recorded in Reel 1442 on Image 534 as Document No. 5537706; and a sewer easement to the City of Franklin.
5. Limited Common Elements are indicated by shaded or "screened" areas. The Limited Common Elements adjacent to or near Piers 1,2 and 4 are assigned to those Units having the same last two digits as the two digits within the Limited Common Elements. Parking spaces in the Limited Common Element in Lot 2, described as Recreational Vehicle (R.V.) Parking Area, are assigned by permit from the Tuckaway Shores Condominium Association.

WAIVER:
Tuckaway Shores Condominiums, a joint venture, has signed a written agreement excluding the setting of monuments at points A through I as required by Section A-E 5.01 (3) of Chapter A-E 5 of the Wisconsin Administrative Code.

SURVEYOR'S CERTIFICATE:
I, Richard H. Stanzel, Registered Land Surveyor, do hereby certify that I have surveyed the property described above and that this survey is an accurate representation of the exterior boundary lines and the location of the buildings on said property. This plat is a correct representation of Tuckaway Shores Condominiums and the identification and location of each Unit and the Common Elements can be determined from the plat. The Common Element is defined as all of the Condominium property contained within the Condominium description excepting the Limited Common Elements (as shown on the Condominium Plat or as described in the Declaration of Condominium) and the individual Units. This surveyor makes no certification as to the accuracy of the diagrammatic floor plans of the condominium buildings and units contained in the Condominium Plat or the approximate dimensions or floor areas thereof.

Dated: June 11, 1982

Richard H. Stanzel
Registered Wisconsin Land Surveyor S-1670
AMENDED THIS 17 DAY OF [illegible] 1983.

WISCONSIN RICHARD H. STANZEL S-1670 LAND SURVEYOR

R. A. Smith & Assoc. Inc.
CIVIL - STRUCTURAL - SANITARY - LAND DEVELOPMENT SURVEYORS
[illegible] PH. (414) 783-1777

REEL 1634 IMAGE 1207

Doc Ver: 2010 Doc# 05685660 Page# 5 of 5

5697005 REEL 1617 IMAG 90

REGISTER'S OFFICE
Milwaukee County, Wis. } ss
RECORDED AT 8 30 AM

MAR - 1 1984

REEL 1617 IMAGE 90 & 93 incl.

Wilbur Bergalt REGISTER OF DEEDS

THIRD AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP OF TUCKAWAY SHORES CONDOMINIUMS

DOC # 5697005 #
RECORD 10.00

THIS THIRD AMENDMENT TO THE DECLARATION OF CONDOMINIUM OWNERSHIP OF TUCKAWAY SHORES CONDOMINIUMS made and entered into this 22nd day of February, 1984, by **TUCKAWAY SHORES CONDOMINIUMS, A JOINT VENTURE,** hereinafter referred to as "Declarant".

6 CASH R 333.50
#45201 CC01 RO1 TOB:36
MAR 1 84

This Third Amendment to the Declaration of Condominium Ownership of Tuckaway Shores Condominiums is hereby made and executed to amend said Declaration pursuant to Article X, Section 4 of the Declaration. The Declarant does amend said Declaration as follows:

The Declarant hereby amends Article IV, Section 5 to read as follows:

Section 5. **ANIMALS:** Each unit shall be entitled to own one (1) pet, which if required, shall be licensed through the local municipality and at all times when the pet is outside the unit, it shall be kept on a leash by the unit owner or his guest or invitee. Each unit owner who owns a pet, shall pay an additional Five Dollars ($5.00) of assessments, per month, to the Association. The Pet Control Board, which shall be created by the Board of Directors of the Association, shall establish rules and regulations governing and restricting the areas where pets may be permitted, and shall delineate specific areas where the owners must take their pets for relieving the wastes of the pets. Any owner of a pet shall be liable for any damage caused by their

1000

pet. In the event the Board of Directors of the Association determine that a unit owner violates the above requirement of a pet being leashed at all times, the Board of Directors may levy a fine against said unit owner in an amount not to exceed $25.00 per violation. In the event unit owners fail to pay this fine, the amount of this fine shall become a lien on the unit and it's appurtenant common areas, which is owned by the owner of the pet which violates this Section, or against the unit whose owners thereof have guests who violate this requirement. This fine shall become a lien pursuant to Article VII, Section 10 of the Declaration.

Additionally, Article VII, Section 11 is amended to read as follows:

Section 11. **EFFECT OF NONPAYMENT OF ASSESSMENTS. ASSOCIATION REMEDIES:** Any assessment not paid within ten (10) days after the due date, shall bear interest from the due date at the rate of eighteen percent (18%) per annum allowed by law and as may be assessed by the Association. All payments on account, shall be first applied to the interest, if any, and then to the assessment payment first due. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the common areas or abandonment of his unit. A suit to recover a money judgment for unpaid expenses hereunder may be maintainable without foreclosing or waiving the lien securing the same. No unit owner who is more

Doc Yr: 2010 Doc# 05697005 Page# 2 of 4

than thirty (30) days delinquent in the payment of his assessment shall be entitled to vote at any regular or special meeting of the unit owners.

In the event nonpayment results from a check which has been tendered by a unit owner for payment of an assessment or fine, and which check may not be negotiated by the Association's Bank or Savings & Loan, for any reason (i.e. insufficient funds, account closed, etc.), in that event, any charges realized by the Association resulting from the inability to negotiate the check shall be added to that unit owner's assessment, and if not paid, shall become a lien pursuant to Article VII, Section 10 of the Declaration of Condominium Ownership of Tuckaway Shores Condominiums.

IN WITNESS WHEREOF, TUCKAWAY SHORES CONDOMINIUMS, A JOINT VENTURE has caused this instrument to be signed this 22nd day of February, 1984.

TUCKAWAY SHORES CONDOMINIUMS, A JOINT VENTURE

JOHN C. SCHLOSSER

RICHARD J. KAEREK

Subscribed and sworn to
before me this 22nd day
of February, 1984.

Shirley A. Hill

Shirley A. Hill, Notary Public
Milwaukee County, State of Wisconsin
My commission expires March 18, 1984.

This document was drafted by:
Richard W. Double
Attorney at Law
700 North Water Street
Milwaukee, Wisconsin 53202

Signatures authenticated this 28th day of February, 1984.

Richard F. Tyson

RICHARD F. TYSON
TITLE: MEMBER STATE BAR OF WISCONSIN

5826400

REGISTER'S OFFICE }ss
Milwaukee County, WI
RECORED AT 9:10A M

JUL 12 1985 243 to
REEL 1772 IMAGE 254 incl
REGISTER OF DEEDS

PHASE THREE SUPPLEMENT AND AMENDMENT TO DECLARATION OF CONDOMINIUM OF TUCKAWAY SHORES CONDOMINIUMS

THIS PHASE THREE SUPPLEMENT AND AMENDMENT, made and entered into this 11th day of July, 1985, by **TUCKAWAY SHORES CONDOMINIUMS, A JOINT VENTURE**, hereinafter referred to as "Declarant".

This Amendment to Declaration is hereby made and executed pursuant to the Declaration of Condominium Ownership for Tuckaway Shores Condominiums and the provisions of the Wisconsin Condominium Ownership Act, Chapter 703, Wisconsin Statutes.

WITNESSETH

The Declaration of Condominium Ownership for Tuckaway Shores Condominium was duly recorded by the Declarant in the Office of Register of Deeds for Milwaukee County, Wisconsin on the 8th day of September, 1982, at Reel 1457, Images 1866 to 1918 inclusive, as Document No. 5562578 and by Corrective Amendments dated September 13, 1982 which was recorded on the 22nd day of September, 1982, at Reel 1470, Images 1383 to 1399 inclusive, as Document No. 5565098, and that Corrective Amendment dated the 20th day of December, 1983, which was recorded on the 21st day of December, 1983 as Document No. 5685660.

RECORD 5826400 # 26.00

26.00

Doc # 2009 Doc# 05826400 Page # 1 of 12

Pursuant to the provisions of that Declaration, Article I, Section 1, the Declarant desires to submit and subject additional real estate to that Declaration and to the Condominium Ownership Act, which real estate is a portion of the real estate which was described in Exhibit A attached to the Declaration, and;

The Declarant desires to amend the Declaration and to annex to the plan of condominium ownership, under all the provisions of that Declaration, the real estate hereinafter described which is a portion of the real estate described in Exhibit A attached to the Declaration, and;

The Declarant is the owner of the real estate referred to above and which is hereinafter described, and for the purposes set forth above, **DECLARES AS FOLLOWS:**

ARTICLE I

LEGAL DESCRIPTION OF REAL ESTATE

The real estate which is annexed to the plan of condominium ownership, under all of the provisions of the Declaration of Condominium Ownership for Tuckaway Shores Condominiums, and which is hereby subjected to the provisions of the Condominium Ownership Act, Chapter 703, Wisconsin Statutes, as provided in said Declaration, is legally described as follows:

> TUCKAWAY SHORES CONDOMINIUMS ADDITION NO. 2, being a re-division of Lot 4, "Tuckaway Shores Condominiums" Addition No. 1 and a part of the SE 1/4 of Section 16, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, State of Wisconsin.

ARTICLE II

RESIDENTIAL BUILDINGS IN PHASE THREE

The residential building constructed on the above-described real estate in this Phase Three Supplement and Amendment is one (1) building, Pier Seven (7), which has ten (10) units. The building is of generally comparable quality and compatible design to the buildings currently located on the condominium property before this annexation. Complete construction details are contained in the working plans and drawings available for inspection at the office of the Declarant. The building is located as designated on the copy of the Condominium Plat which is attached hereto as Exhibit A. The Declarant reserves the right to change the type of any unit prior to or during construction, regardless of the initial designation of such type on the Exhibits attached hereto. Exhibits B-1, B-2, B-3, and B-4 are for Pier 7 and show the location of each of the units in Pier 7. The estimated Budget based upon sixty-two (62) units is attached hereto and marked as Exhibit C.

ARTICLE III

UNITS

SECTION 1. UNIT IDENTIFICATION: Each living unit shall be specifically designated by its unit number. The following Units are contained within Pier 7: 7800 West Tuckaway Shores Drive, 7802 West Tuckaway Shores Drive, 7804 West Tuckaway Shores Drive, 7806 West Tuckaway Shores Drive, 7808 West Tuckaway Shores Drive,

7810 West Tuckaway Shores Drive, 7812 West Tuckaway Shores Drive, 7814 West Tuckaway Shores Drive, 7816 West Tuckaway Shores Drive, 7818 West Tuckaway Shores Drive, and are displayed with the Exhibits labeled B.

SECTION 2. UNIT DESCRIPTION: The boundaries of each living unit in Pier 7 shall have the same boundaries as described in Section 2, Article II, of the Declaration of Condominium Ownership for Tuckaway Shores Condominiums.

ARTICLE IV

COMMON AND LIMITED COMMON AREAS

The Common and Limited Common areas as described in the Declaration of Condominiums for Tuckaway Shores apply to Pier 7.

ARTICLE V

ASSESSMENTS

The Board of Directors shall establish the assessments against the owners of living units in Pier 7 in accordance with the Declaration of Condominium Ownership for Tuckaway Shores Condominiums.

ARTICLE VI

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

SECTION 1. MEMBERSHIP: Membership of unit owners in the Association is controlled by Article V of the Declaration.

SECTION 2. UNIT VALUE FOR VOTING: The interest for each Unit shall be 1/62nd and shall serve as the basis in determining the voting interest of each Unit on all matters as more fully set

forth in the Declaration.

IN WITNESS WHEREOF, TUCKAWAY SHORES CONDOMINIUMS, A JOINT VENTURE has caused this instrument to be signed this 11th day of July, 1985.

JOHN C. SCHLOSSER

RICHARD J. KAEREK

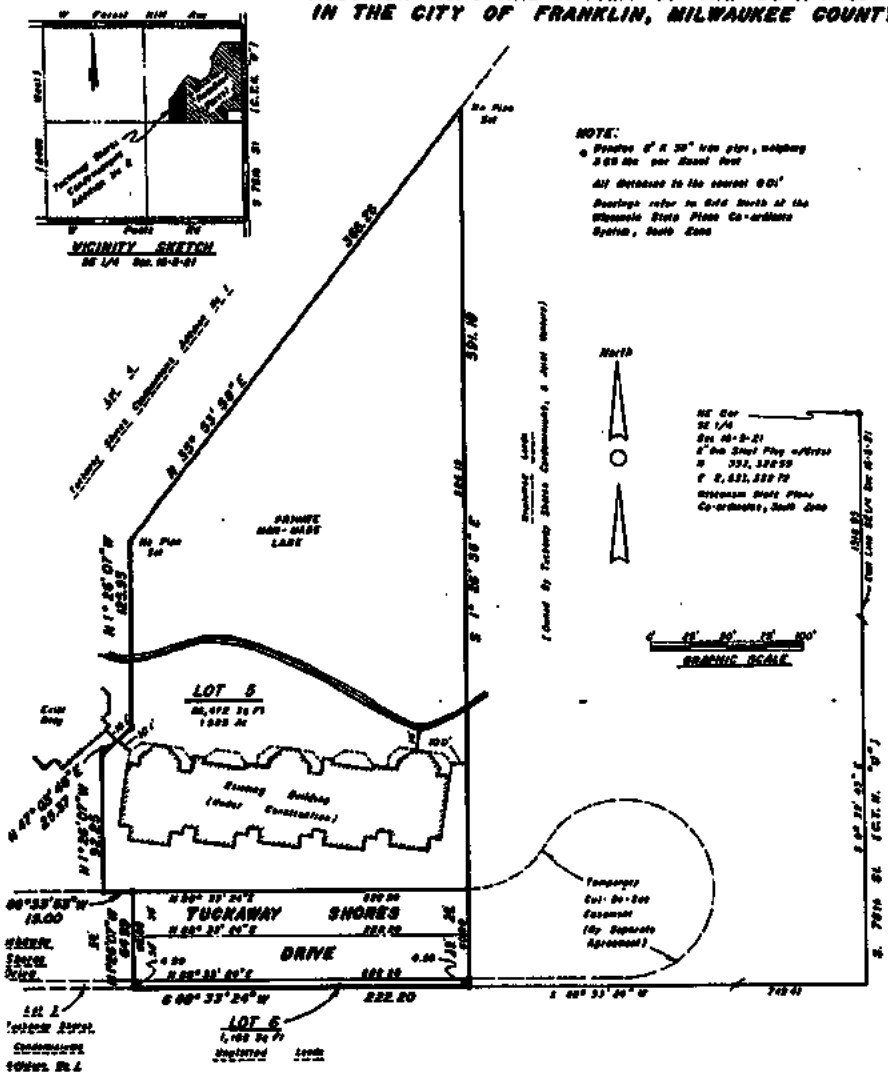
Signatures Authenticated
this 11th day
of July, 1985

Richard W. Double, Notary Public
Milwaukee County, State of Wisconsin
My commission is permanent.

This document was drafted by:
Richard W. Double
Attorney at Law
700 North Water Street
Milwaukee, Wisconsin 53202

TUCKAWAY SHORES CONDOMINIUMS ADDITION NO. 2

BEING A RE-DIVISION OF PART OF LOT 4, "TUCKAWAY SHORES CONDOMINIUMS" ADDITION NO. 1 AND A PART OF THE SE 1/4 OF SECTION 16, T 5 N, R 21 E, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN



WISCONSIN
REGISTERED
LAND SURVEYOR

10-17-04

SURVEYOR'S CERTIFICATE

I, Gerald E. Casey, a registered land surveyor, do hereby certify that I have surveyed the above d property and that this survey is an accurate representation of the exterior boundary lines and the loca the buildings and improvements constructed or to be constructed upon the property.

This condominium plat is a correct representation of TUCKAWAY SHORES CONDOMINIUMS ADDITION NO. 2 a proposed at the date hereof, and the identification and proposed location of each unit and the common e can be determined from the plat. The common elements are defined to be all of the condominium property the individual units described in this plat. The undersigned surveyor makes no certification as to the accuracy or diagrammatic floor plans of the condominium building and units contained in the plat or the appropriate dimensions or floor areas thereof.

Gerald E. Casey
Registered Land Surveyor S-1329

EXHIBIT A

REEL 1772 IMAG 249

EXHIBIT B

BUILDING PLANS FOR

PIER 7

Doc

Tuckaway Shores PIER 7
JOINT VENTURE - FRANKLIN, WI.

EXHIBIT B-1

REEL 1772 IMAG 250

EXHIBIT B-2

Tuckaway Shores PIER 7

Assoc.

first floor plan

EXHIBIT B-3

Tuckaway Shores PIER 7

JOINT VENTURE · FRANKLIN, WI.

5 12

second floor plan

windows

doors

R. J. Knorek & Assoc.
2719 S. 60th Street
Milwaukee, WI.
414-321-5300

Tuckaway Shores
JOINT VENTURE · FRANKLIN, WI.

PIER 7

EXHIBIT B-4

3
12

TUCKAWAY SHORES HOMEOWNER'S ASSOCIATION, INC.

Projected Annual Budget (*)

(Based upon 62 Living Units)

1)	**OPERATING BUDGET:**		
	A. ADMINISTRATIVE EXPENSES		
	1. Management Fees	$ 1,902.00	
	TOTAL ADMINISTRATIVE EXPENSE		$ 1,902.00
	B. GENERAL OPERATING EXPENSES		
	1. Water and Sewer Fees	$ 5,649.00	
	2. Public Lighting Costs	744.00	
	3. All Risk Hazard Insurance	10,333.00	
	4. Lawn Care	13,227.00	
	5. Snow Removal	6,613.00	
	6. Maintenance Supplies	2,068.00	
	7. Disposal Services	2,232.00	
	8. Personal Property Loss	992.00	
	TOTAL GENERAL OPERATING EXPENSES		41,858.00
2)	**RESERVE FUNDS**		
	A. CONTINGENCIES		
	B. LONG TERM RESERVES		
	C. EXTERIOR PAINTING AND RE-ROOFING		
	D. PRIVATE ROADWAY REPAIRS		
	TOTAL RESERVE FUNDS		880.00
	GRAND TOTAL BUDGET		$44,640.00

MONTHLY ASSOCIATION DUES (FEES): $60.00

(*) THE AMOUNTS SHOWN IN THIS BUDGET ARE ESTIMATES ONLY BASED UPON 62 UNITS.

EXHIBIT C

2

REEL 1834 IMAGE 971

5878278

REGISTER'S OFFICE
Milwaukee County, WI } SS
RECORED AT 8:30 AM M

JAN - 7 1986

REEL 1834 IMAGE 971 thru 984

Walter R. Bragel REGISTER OF DEEDS

PHASE FOUR SUPPLEMENT AND AMENDMENT TO DECLARATION OF CONDOMINIUM OF TUCKAWAY SHORES CONDOMINIUMS

THIS PHASE FOUR SUPPLEMENT AND AMENDMENT, made and entered into this 27th day of December, 1985, by **TUCKAWAY SHORES CONDOMINIUMS, A JOINT VENTURE**, hereinafter referred to as "Declarant".

This Amendment to Declaration is hereby made and executed pursuant to the Declaration of Condominium Ownership for Tuckaway Shores Condominiums and the provisions of the Wisconsin Condominium Ownership Act, Chapter 703, Wisconsin Statutes.

5878278 #

RECORD	30.70
SUBTOTAL	30.70
TOTAL	30.70
A CASH A	30.70

#333150 C001 R01 T08:34

WITNESSETH

The Declaration of Condominium Ownership for Tuckaway Shores Condominium was duly recorded by the Declarant in the Office of Register of Deeds for Milwaukee County, Wisconsin on the 8th day of September, 1982, at Reel 1467, Images 1866 to 1918 inclusive, as Document No. 5562578 and by Corrective Amendments dated September 13, 1982 which was recorded on the 22nd day of September, 1982, at Reel 1470, Images 1383 to 1399 inclusive, as Document No. 5565098, and that Corrective Amendment dated the 20th day of December, 1983, which was recorded on the 21st day of December, 1983 as Document No. 5685660.

Pursuant to the provisions of that Declaration, Article I, Section 1, the Declarant desires to submit and subject additional real estate to that Declaration and to the Condominium Ownership

30.70

Act, which real estate is a portion of the real estate which was described in Exhibit A attached to the Declaration, and;

The Declarant desires to amend the Declaration and to annex to the plan of condominium ownership, under all the provisions of that Declaration, the real estate hereinafter described which is a portion of the real estate described in Exhibit A attached to the Declaration, and;

The Declarant is the owner of the real estate referred to above and which is hereinafter described, and for the purposes set forth above, **DECLARES AS FOLLOWS:**

ARTICLE I

LEGAL DESCRIPTION OF REAL ESTATE

The real estate which is annexed to the plan of condominium ownership, under all of the provisions of the Declaration of Condominium Ownership for Tuckaway Shores Condominiums, and which is hereby subjected to the provisions of the Condominium Ownership Act, Chapter 703, Wisconsin Statutes, as provided in said Declaration, is legally described as follows:

> Lot 4 in TUCKAWAY SHORES CONDOMINIUMS ADDITION NO. 1, being a subdivision of a part of the NE 1/4 of the SE 1/4 of Section 16, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, State of Wisconsin, excepting that part which is bounded and described as follows: Commencing at the Southeast corner of said Lot 4; thence S 88° 33' 53" W, 19.00 feet, thence N 1° 26' 07" W, 92.25 feet; thence N 47° 03' 46" E, 25.37 feet; thence S 1° 26' 07" E, 109.06 feet to the place of commencement.

REEL 834 IMAGE 913

ARTICLE II

RESIDENTIAL BUILDINGS IN PHASE FOUR

The residential building constructed on the above-described real estate in this Phase Four Supplement and Amendment is one (1) building, Pier Five (5), which has eleven (11) units. The building is of generally comparable quality and compatible design to the buildings currently located on the condominium property before this annexation. Complete construction details are contained in the working plans and drawings available for inspection at the office of the Declarant. The building is located as designated on the copy of the Condominium Plat which is attached hereto as Exhibit A. The Declarant reserves the right to change the type of any unit prior to or during construction, regardless of the initial designation of such type on the Exhibits attached hereto. Exhibits B-1, B-2, B-3, B-4 and B-5 are for Pier 5 and show the location of each of the units in Pier 5. The estimated Budget based upon seventy-three (73) units is attached hereto and marked as Exhibit C.

ARTICLE III

UNITS

SECTION 1. UNIT IDENTIFICATION: Each living unit shall be specifically designated by its unit number. The following Units are contained within Pier 5: 8400 South Tuckaway Shores Drive, 8402 South Tuckaway Shores Drive, 8404 South Tuckaway Shores Drive, 8406 South Tuckaway Shores Drive, 8408 South Tuckaway Shores Drive,

8410 South Tuckaway Shores Drive, 8412 South Tuckaway Shores Drive, 8414 South Tuckaway Shores Drive, 8416 South Tuckaway Shores Drive, 8418 South Tuckaway Shores Drive, and 8418 South Tuckaway Shores Drive, and are displayed with the Exhibits labeled B.

SECTION 2. UNIT DESCRIPTION: The boundaries of each living unit in Pier 5 shall have the same boundaries as described in Section 2, Article II, of the Declaration of Condominium Ownership for Tuckaway Shores Condominiums.

ARTICLE IV

COMMON AND LIMITED COMMON AREAS

The Common and Limited Common areas as described in the Declaration of Condominiums for Tuckaway Shores apply to Pier 5.

ARTICLE V

ASSESSMENTS

The Board of Directors shall establish the assessments against the owners of living units in Pier 5 in accordance with the Declaration of Condominium Ownership for Tuckaway Shores Condominiums.

ARTICLE VI

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

SECTION 1. MEMBERSHIP: Membership of unit owners in the Association is controlled by Article V of the Declaration.

SECTION 2. UNIT VALUE FOR VOTING: The interest for each Unit shall be 1/73rd and shall serve as the basis in determining

the voting interest of each Unit on all matters as more fully set forth in the Declaration.

IN WITNESS WHEREOF, TUCKAWAY SHORES CONDOMINIUMS, A JOINT VENTURE has caused this instrument to be signed this 27th day of December, 1985.

JOHN C. SCHLOSSER

RICHARD J. KAEREK

Signatures of John C. Schlosser and Richard J. Kaerek authenticated this 27th day of December, 1985.

Richard W. Double,
Attorney at Law

This document was drafted by:
Richard W. Double
Attorney at Law
700 North Water Street
Milwaukee, Wisconsin 53202

Return to:
Richard W. Double
Attorney at Law
700 North Water Street
Milwaukee, WI 53202

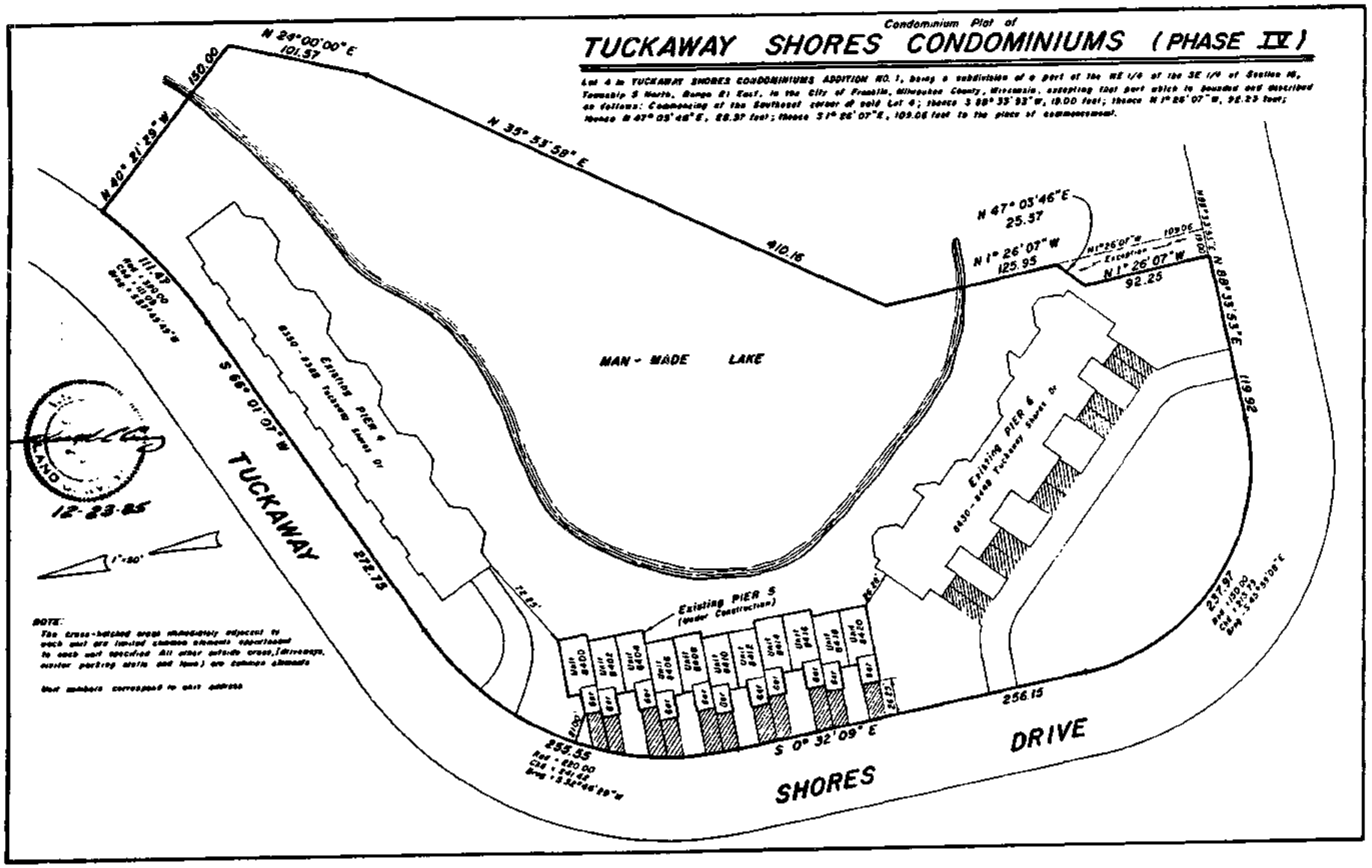
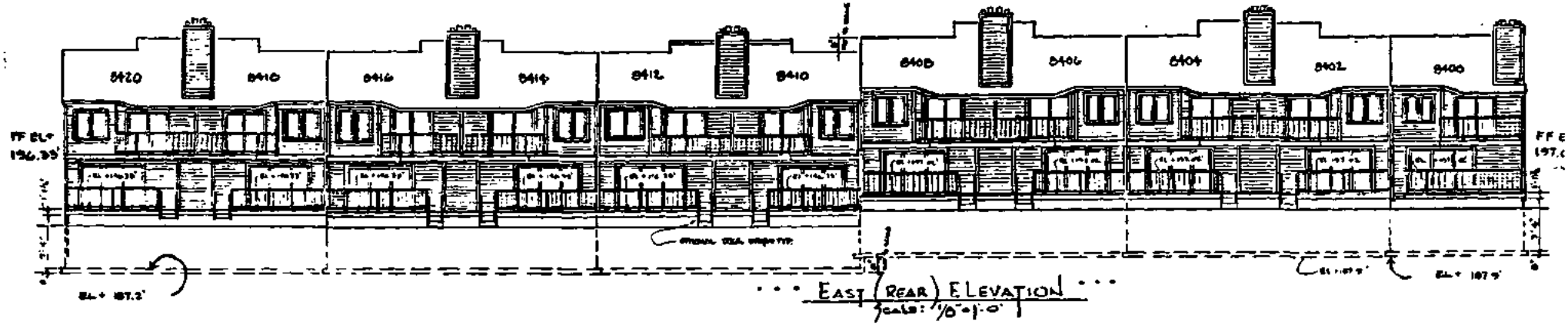


IMAGE
Doc Yr: 2009 Doc# 05878278 Page # 6 of 14
REEL IMAGE
Exhibit A

REEL 1831 IMAGE 0017

PIER 5, TUCKAWAY SHORES CONDOMINIUMS
FRANKLIN, WISCONSIN

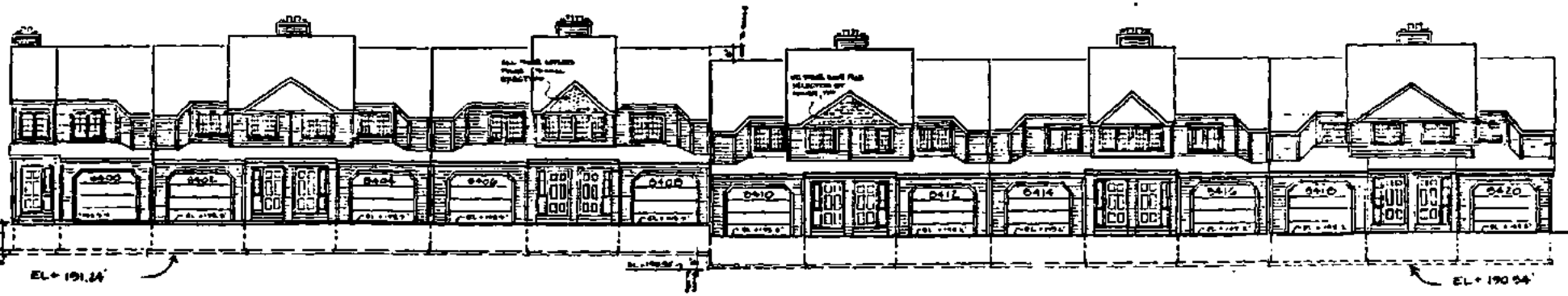
8400 South Tuckaway Shores Drive
8402 South Tuckaway Shores Drive
8404 South Tuckaway Shores Drive
8406 South Tuckaway Shores Drive
8408 South Tuckaway Shores Drive
8410 South Tuckaway Shores Drive
8412 South Tuckaway Shores Drive
8414 South Tuckaway Shores Drive
8416 South Tuckaway Shores Drive
8418 South Tuckaway Shores Drive
8420 South Tuckaway Shores Drive



EAST (REAR) ELEVATION
Scale: 1/8"=1'-0"

NOTE: VERTICAL T1-11 TO BE USED IN LIEU OF HORIZ. SIDING THROUGHOUT

A JOINT VENTURE
TUCKAWAY SHORES PIER #5
R. J. KAEFER & ASSOC., INC., ENGINEER
2110 S. 60TH ST., MILW., WI 53219



WEST (FRONT) ELEVATION
Scale: 1/8"=1'-0"

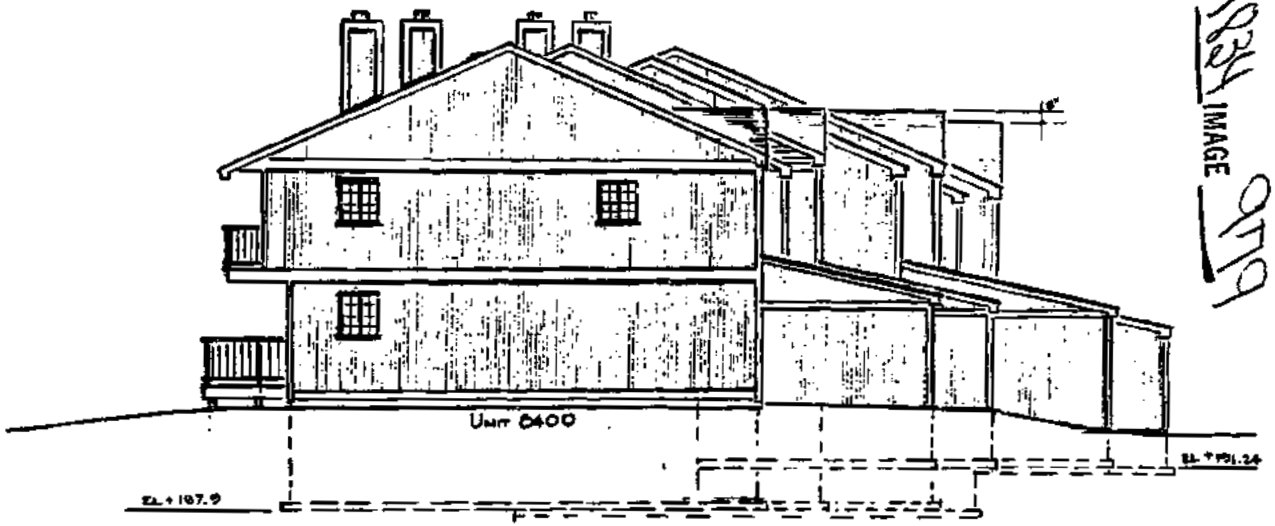
Doc Yr: 2009 Doc# 05878278 Page # 8 of 14

Exhibit B-1
REEL IMAGE

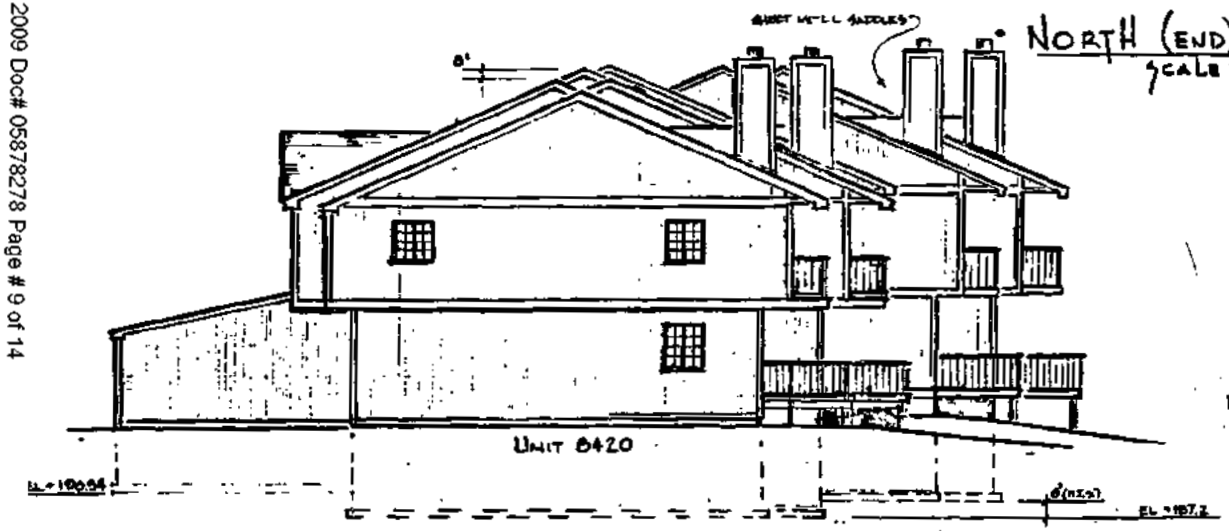
Doc Yr : 2009 Doc# 05878278 Page # 9 of 14

REEL 1821 IMAGE 979

Exhibit B-2



NORTH (END) ELEVATION
SCALE: 1/8" = 1'-0"



SOUTH (END) ELEVATION
SCALE: 1/8" = 1'-0"

RELEASE DATE: 10-6-85
REV. 10-28-85 MM
REV. 12-05-85 MM

ISSUED
FOR PLHR: 9-25-85
REVISED 1 9-5-85
REVISED 2 8-30-85
REVISED 3 8-8-85

PIER FIVE
TUCKAWAY SHORES CONDOMINIUMS
TUCKAWAY SHORES JOINT VENTURE, R.J. KAEREK, PARTNER
8300 S. TUCKAWAY SHORES DRIVE, FRANKLIN WI 53132

SCALE AS SHOWN | APPROVED BY | DRAWN BY DDD & GP
DATE AUGUST 1, 1985

O'DONNELL & SILBERMAN ASSOCIATES, INC.
architects engineers planners designers
604 E. 4th St. P.O. Box 124, MARSHFIELD, WI 54449

PROJECT Nº 8530 | SHEET 6 OF 7

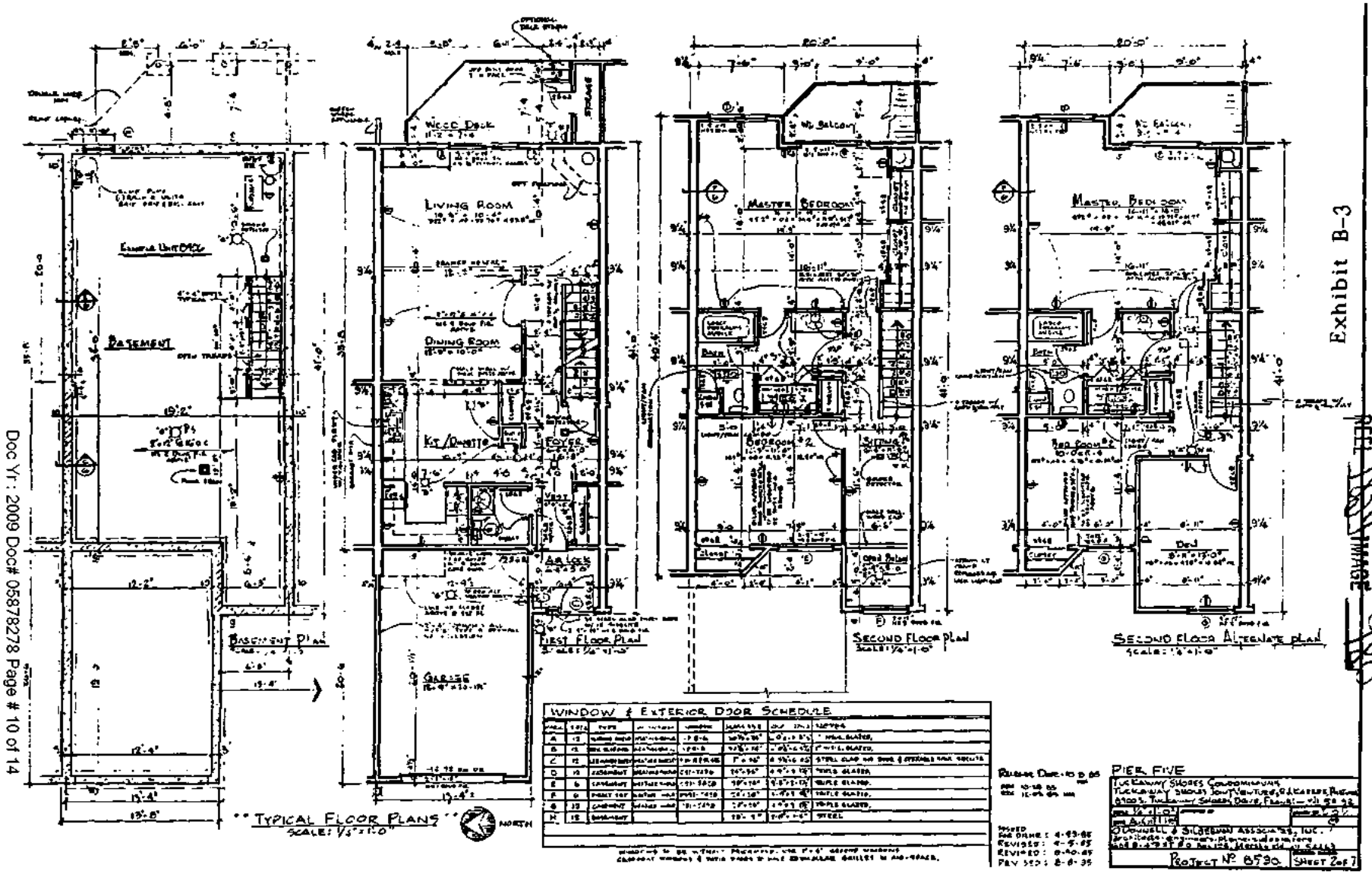
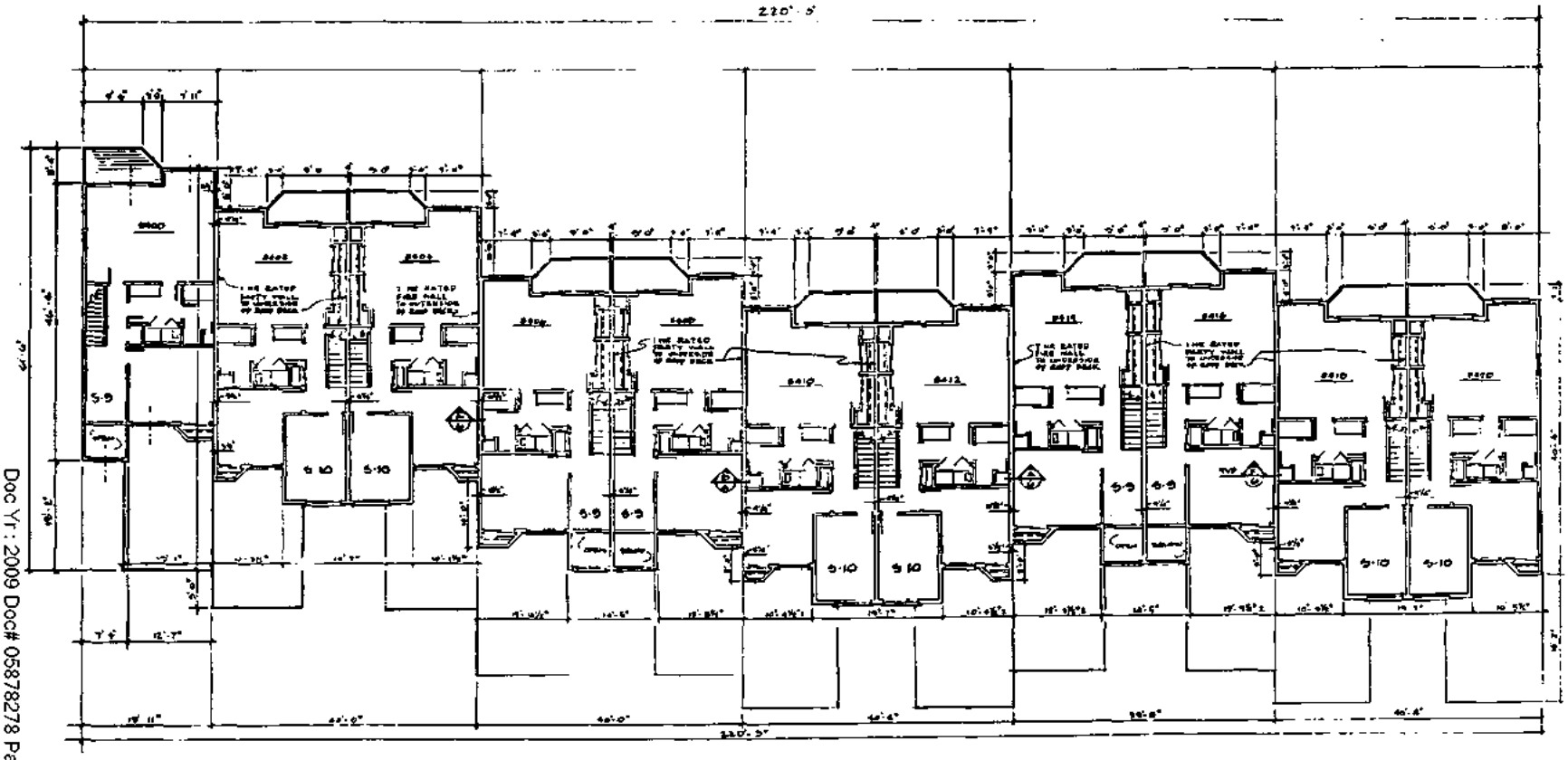


Exhibit B-3
Doc Yr: 2009 Doc# 05878278 Page # 10 of 14
Basement Plan
First Floor Plan
Second Floor Plan
Second Floor Alternate Plan
Living Room
Dining Room
Kit./Dinette
Foyer
Garage
Master Bedroom
Bedroom #2
Bedroom #3
Den
Deck
Basement
Typical Floor Plans
Scale: 1/4"=1'-0"
North
Window & Exterior Door Schedule
Pier Five
O'Donnell & Sigrestad Associates, Inc.
Project No. 8530
Sheet 2 of 7

Exhibit B-4

REEL 1834 IMAGE 187



SECOND FLOOR PLAN

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

CONTRACTOR TO VERIFY DIMENSIONS IN FIELD.

NORTH

PIER FIVES

TUCKAWAY SHORES CONDOMINIUMS
TUCKAWAY SHORES JOINT VENTURE, EJ KREPEL, PARTNER
8900 S. TUCKAWAY SHORES DRIVE, FRANKLIN, WI 53132

O'DONNELL & SILVERMAN ASSOCIATES, INC.

PROJECT NO 8530 | SHEET 5 OF 7

REEL 1691 IMAGE 016

Exhibit B-5

Doc Yr: 2009 Doc# 05878278 Page # 12 of 14

TUCKAWAY SHORES HOMEOWNER'S ASSOCIATION, INC.

Projected Annual Budget (*)

(Based upon 73 Living Units)

1)	**OPERATING BUDGET:**		
	A. ADMINISTRATIVE EXPENSES		
	1. Management Fees	$ 2,239.00	
	TOTAL ADMINISTRATIVE EXPENSE		$ 2,239.00
	B. GENERAL OPERATING EXPENSES		
	1. Water and Sewer Fees	$ 6,813.00	
	2. Public Lighting Costs	3,147.00	
	3. All Risk Hazard Insurance	12,167.00	
	4. Lawn Care	15,979.00	
	5. Snow Removal	7,787.00	
	6. Maintenance Supplies	3,244.00	
	7. Disposal Services	2,628.00	
	8. Personal Property Loss	1,168.00	
	TOTAL GENERAL OPERATING EXPENSES		52,933.00
2)	**RESERVE FUNDS**		
	A. CONTINGENCIES		
	B. LONG TERM RESERVES		
	C. EXTERIOR PAINTING AND RE-ROOFING		
	D. PRIVATE ROADWAY REPAIRS		
	TOTAL RESERVE FUNDS		1,768.00
	GRAND TOTAL BUDGET		$56,940.00

MONTHLY ASSOCIATION DUES (FEES): $65.00

(*) THE AMOUNTS SHOWN IN THIS BUDGET ARE ESTIMATES ONLY BASED UPON 73 UNITS.

REEL 1844 IMAGE 984

CERTIFICATE OF SURVEYOR

I, GERALD E. CASEY, a registered land surveyor, authorized to practice that profession in the State of Wisconsin, do hereby certify that there is shown in the foregoing condominium plat of TUCKAWAY SHORES CONDOMINIUMS (Phase IV), a condominium in the County of Milwaukee, a correct representation of the condominium described in the Declaration and the identification and location of each unit and the common elements can be determined from this condominium plat.

Gerald E. Casey
Registered Land Surveyor S-1329

STATE OF WISCONSIN)
)
COUNTY OF MILWAUKEE)

Personally came before me this 23rd day of December, 1985, the above named Gerald E. Casey, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Alydda Bachhuber, Notary Public
State of Wisconsin
My Commission Expires 3-18-89

REEL 1994 IMAG 772

5988920
REGISTER'S OFFICE
Milwaukee County, WI } SS
RECORDED AT 2:10 P M
NOV 19 1986
REEL 1994 IMAGE 772
REGISTER OF DEEDS

PHASE FIVE SUPPLEMENT AND AMENDMENT TO DECLARATION OF CONDOMINIUM OF TUCKAWAY SHORES CONDOMINIUMS

THIS PHASE FIVE SUPPLEMENT AND AMENDMENT, made and entered into this 19th day of November, 1986, by **TUCKAWAY SHORES CONDOMINIUMS, A JOINT VENTURE**, hereinafter referred to as "Declarant".

This Amendment to Declaration is hereby made and executed pursuant to the Declaration of Condominium Ownership for Tuckaway Shores Condominiums and the provisions of the Wisconsin Condominium Ownership Act, Chapter 703, Wisconsin Statutes.

WITNESSETH

5988920 #
RECORD 46.00

The Declaration of Condominium Ownership for Tuckaway Shores Condominium was duly recorded by the Declarant in the Office of Register of Deeds for Milwaukee County, Wisconsin on the 8th day of September, 1982, at Reel 1467, Images 1866 to 1918 inclusive, as Document No. 5562578 and by Corrective Amendments dated September 13, 1982 which was recorded on the 22nd day of September, 1982, at Reel 1470, Images 1383 to 1399 inclusive, as Document No. 5565098, and that Corrective Amendment dated the 20th day of December, 1983, which was recorded on the 21st day of December, 1983 as Document No. 5685660.

Pursuant to the provisions of that Declaration, Article I, Section 1, the Declarant desires to submit and subject additional real estate to that Declaration and to the Condominium Ownership

46 00

Act, which real estate is a portion of the real estate which was described in Exhibit A attached to the Declaration, and;

The Declarant desires to amend the Declaration and to annex to the plan of condominium ownership, under all the provisions of that Declaration, the real estate hereinafter described which is a portion of the real estate described in Exhibit A attached to the Declaration, and;

The Declarant is the owner of the real estate referred to above and which is hereinafter described, and for the purposes set forth above, **DECLARES AS FOLLOWS:**

ARTICLE I

LEGAL DESCRIPTION OF REAL ESTATE

The real estate which is annexed to the plan of condominium ownership, under all of the provisions of the Declaration of Condominium Ownership for Tuckaway Shores Condominiums, and which is hereby subjected to the provisions of the Condominium Ownership Act, Chapter 703, Wisconsin Statutes, as provided in said Declaration, is legally described as follows:

> All that part of Lot 6, TUCKAWAY SHORES CONDOMINIUMS ADDITION NO. 3, being a part of the Northeast 1/4 of the Southeast 1/4 of Section 16, Town 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin, bounded and described as follows: Beginning at the Southwest corner of said Lot 6, thence North 88 degrees 33' 24" East along the North line of Tuckaway Shores Drive, 252.61 feet; thence Northeasterly along said North line, 54.98 feet along the arc of a curve whose center is to the Northwest, whose radius is 70.00 feet, and whose chord bears North 66 degrees 03' 24" East, 53.58 feet; thence North 43 degrees 33' 24" East, along said North line, 129.26 feet; thence Northeasterly along said North line 102.10 feet along the arc of a curve whose center is to the

Southeast, whose radius is 130.00 feet, and whose chord bears North 66 degrees 03' 24" East, 99.50 feet; thence North 88 degrees 33' 24" East along said North line, 61.01 feet; thence North 25 degrees 28' 20" West, 101.75 feet; thence South 88 degrees 33' 24" West, 504.97 feet to a point on the West line of said Lot 6; thence South 1 degree 26' 36" East, along said West line, 243.01 feet to the place of beginning.

ARTICLE II

RESIDENTIAL BUILDINGS IN PHASE FIVE

The residential buildings constructed on the above-described real estate in this Phase Five Supplement and Amendment are two (2) buildings, Pier Eight (8) which has twelve (12) units and Pier (9) which has ten (10) units. These buildings are of generally comparable quality and compatible design to the buildings currently located on the condominium property before this annexation. Complete construction details are contained in the working plans and drawings available for inspection at the office of the Declarant. The building is located as designated on the copy of the Condominium Plat which is attached hereto as Exhibit A, A-1 and A-2. The Declarant reserves the right to change the type of any unit prior to or during construction, regardless of the initial designation of such type on the Exhibits attached hereto. Exhibits B-1, B-2, B-3, and B-4 are for Pier 8 and show the location of each of the units in Pier 8. Exhibits C-1, C-2, C-3, and C-4 are for Pier 9 and show the location of each of the units in Pier 9. The estimated Budget

Doc Yr : 2009 Doc# 05988920 Page # 3 of 22

based upon ninety-five (95) units is attached hereto and marked as Exhibit D.

ARTICLE III

UNITS

SECTION 1. UNIT IDENTIFICATION: Each living unit shall be specifically designated by its unit number. The following Units are contained within Pier 8:

7776 West Tuckaway Shores Drive
7778 West Tuckaway Shores Drive
7780 West Tuckaway Shores Drive
7782 West Tuckaway Shores Drive
7784 West Tuckaway Shores Drive
7786 West Tuckaway Shores Drive
7788 West Tuckaway Shores Drive
7790 West Tuckaway Shores Drive
7792 West Tuckaway Shores Drive
7794 West Tuckaway Shores Drive
7796 West Tuckaway Shores Drive
7798 West Tuckaway Shores Drive

The following Units are contained within Pier 9:

7756 West Tuckaway Shores Drive
7758 West Tuckaway Shores Drive
7760 West Tuckaway Shores Drive
7762 West Tuckaway Shores Drive

7764 West Tuckaway Shores Drive

7766 West Tuckaway Shores Drive

7768 West Tuckaway Shores Drive

7770 West Tuckaway Shores Drive

7772 West Tuckaway Shores Drive

7774 West Tuckaway Shores Drive

SECTION 2. UNIT DESCRIPTION: The boundaries of each living unit in Piers 8 and 9 shall have the same boundaries as described in Section 2, Article II, of the Declaration of Condominium Ownership for Tuckaway Shores Condominiums.

ARTICLE IV

COMMON AND LIMITED COMMON AREAS

The Common and Limited Common areas as described in the Declaration of Condominiums for Tuckaway Shores apply to Piers 8 and 9.

ARTICLE V

ASSESSMENTS

The Board of Directors shall establish the assessments against the owners of living units in Piers 8 and 9 in accordance with the Declaration of Condominium Ownership for Tuckaway Shores Condominiums.

ARTICLE VI

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

SECTION 1. MEMBERSHIP: Membership of unit owners in the Association is controlled by Article V of the Declaration.

SECTION 2. UNIT VALUE FOR VOTING: The interest for each Unit shall be 1/95th and shall serve as the basis in determining the voting interest of each Unit on all matters as more fully set forth in the Declaration.

IN WITNESS WHEREOF, TUCKAWAY SHORES CONDOMINIUMS, A JOINT VENTURE has caused this instrument to be signed this 19th day of Novembver, 1986.

JOHN C. SCHLOSSER

RICHARD J. KAEREK

Subscribed and sworn to before me this 19th day of November, 1986.

Shirley A. Hill, Notary Public
Milwaukee County, State of Wisconsin
My commission expires March 13, 1988.

Return to:

This document was drafted by:
Richard W. Double
Attorney at Law
700 North Water Street
Milwaukee, Wisconsin 53202

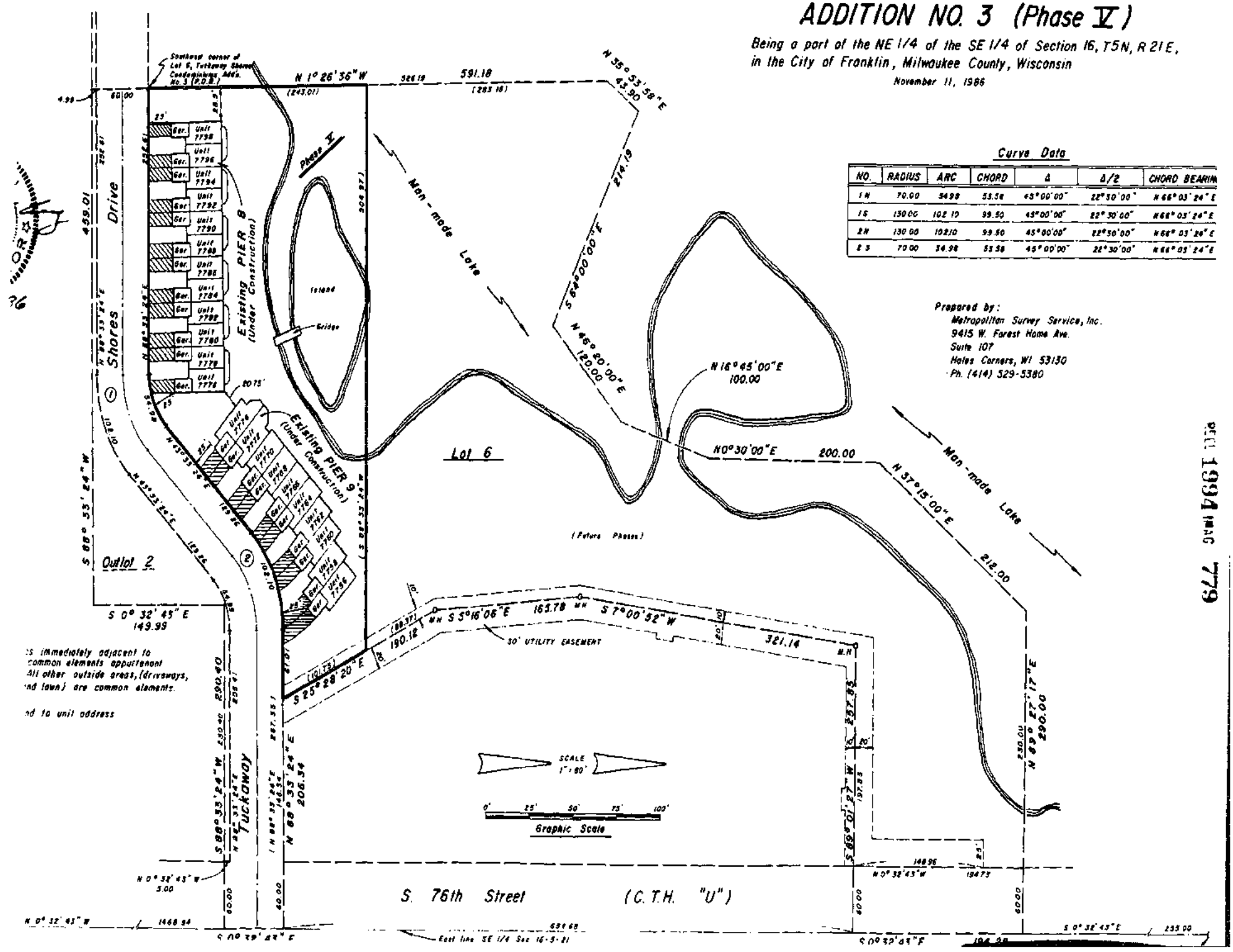
EXHIBIT A

CONDOMINIUM PLAT

TUCKAWAY SHORES CONDOMINIUMS
ADDITION NO. 3 (Phase V)

Being a part of the NE 1/4 of the SE 1/4 of Section 16, T5N, R 21E, in the City of Franklin, Milwaukee County, Wisconsin

November 11, 1986



Curve Data

NO.	RADIUS	ARC	CHORD	Δ	Δ/2	CHORD BEARING
1 N	70.00	34.98	34.58	45° 00' 00"	22° 30' 00"	N 66° 03' 24" E
1 S	130.00	102.10	99.50	45° 00' 00"	22° 30' 00"	N 66° 03' 24" E
2 N	130.00	102.10	99.50	45° 00' 00"	22° 30' 00"	N 66° 03' 24" E
2 S	70.00	34.98	34.58	45° 00' 00"	22° 30' 00"	N 66° 03' 24" E

Prepared by:
Metropolitan Survey Service, Inc.
9415 W. Forest Home Ave.
Suite 107
Hales Corners, WI 53130
Ph. (414) 529-5380

...s (immediately adjacent to common elements appurtenant. All other outside areas, (driveways, ...nd lawn) are common elements.

...nd to unit address

Rec'd 1994 Misc 779

EXHIBIT A

Doc Yr - 2009 Doc# 05988920 Page # 8 of 22

CERTIFICATE OF SURVEYOR

I, GERALD E. CASEY, a registered land surveyor, authorized to practice that profession in the State of Wisconsin, do hereby certify that there is shown in the foregoing condominium plat of TUCKAWAY SHORES CONDOMINIUMS ADD'N. NO. 3 (Phase V), a condominium in the County of Milwaukee, a correct representation of the condominium described in the Declaration and the identification and location of each unit and the common elements can be determined from this condominium plat.

Gerald E. Casey
Registered Land Surveyor S-1329

STATE OF WISCONSIN)
)
COUNTY OF MILWAUKEE)

Personally came before me this 12th Day of November, 1986, the above named Gerald E. Casey, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Alydda Bachhuber, Notary Public
State of Wisconsin
My Commission Expires 3-18-89

Legal Description For Phase V on following sheet.

Legal Description of Tuckaway Shores
Condominiums Addition No. 3 (Phase V)

All that part of Lot 6, TUCKAWAY SHORES CONDOMINIUMS ADDITION NO. 3, being a part of the Northeast 1/4 of the Southeast 1/4 of Section 16, Town 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin, bounded and described as follows: Beginning at the Southwest corner of said Lot 6, thence North 88° 33' 24" East along the North line of Tuckaway Shores Drive, 252.61 feet; thence Northeasterly along said North line, 54.98 feet along the arc of a curve whose center is to the Northwest, whose radius is 70.00 feet, and whose chord bears North 66° 03' 24" East, 53.58 feet; thence North 43° 33' 24" East, along said North line, 129.26 feet; thence Northeasterly along said North line 102.10 feet along the arc of a curve whose center is to the Southeast, whose radius is 130.00 feet, and whose chord bears North 66° 03' 24" East, 99.50 feet; thence North 88° 33' 24" East along said North line, 61.01 feet; thence North 25° 28' 20" West, 101.75 feet; thence South 88° 33' 24" West, 504.97 feet to a point on the West line of said Lot 6; thence South 1° 26' 36" East, along said West line, 243.01 feet to the place of beginning.

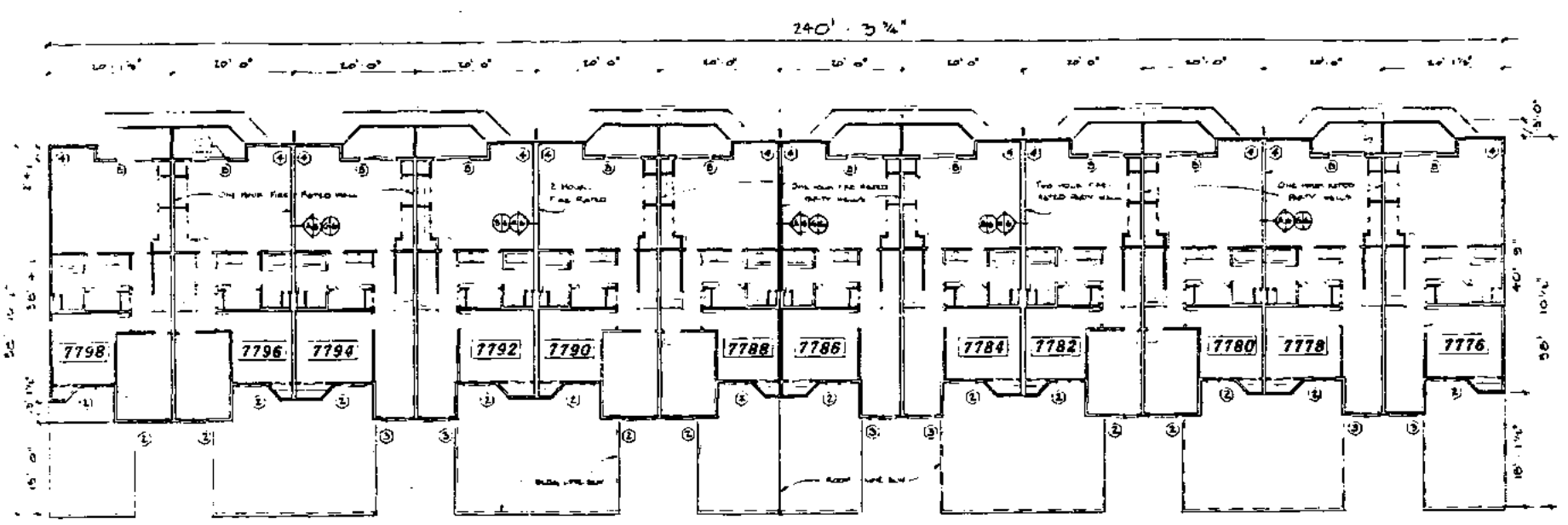
EXHIBIT A-2

REEL 1994 IMAGE 782

EXHIBIT B

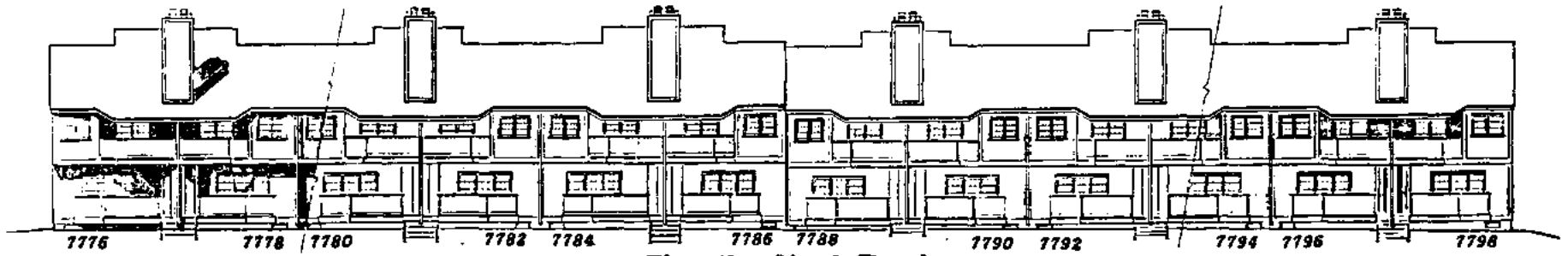
BUILDING PLANS FOR

PIER 8



Second Floor

Elevation-South (Front)



Elevation-North (Rear)

Tickaway Shores

JOINT VENTURE - FRANKLIN, WI.

PIER # 8

1/8" Floor Plans & Elevations

R. J. Kaprelian Assoc.

EXHIBIT B-1

REEL 1994 PAGE 283

4

Doc Yr: 2009 Doc# 05988920 Page # 12 of 22

Doc Yr : 2009 Doc# 0598892O Page # 13 of 22

5
6

R.J. Kaerek & Assoc.
2719 S. 60th Street
Milwaukee, WI.
414-321-5300

PIER # 8
1/4" Sections
& Elevation

Tuckaway Shores
JOINT VENTURE - FRANKLIN, WI

EXHIBIT B-2

REEL 1994 IMAGE 781

Window & Exterior Door Schedule

Sym	Quan	Style	Type	W. Opening	Remarks
1	C31	Operable	Casement	6'-9"±3" x 4'-1"±3"	Weathershield Vypl. Gl. w/cmnt grilles
2	C31	Fixed	Casement	6'-9"±3" x 4'-1"±3"	Weathershield Vypl. Gl. w/cmnt grilles
3	C31	Operable	Casement	6'-9"±3" x 4'-1"±3"	Weathershield Vypl. Gl. w/cmnt grilles
4	C31	Operable	Casement	11'-7"±3" x 5'-1"±3"	Optional and split kitchen Vypl. Gl.
5	C31	Operable	Casement	6'-9"±3" x 5'-1"±3"	Optional and split kitchen Vypl. Gl.
6	—	Fixed	Bsmt Fr.	2'-8"±1"x 1'-4"	Basement Window
7	HP 5-0	Glide Dr	Patio Dr.	5'-1-1/2"x6'-8"	One lt. insul. glass w/cmnt. grilles
8	HP 5-0	Glide Dr	Patio Dr.	4'-11"x6'-8"+5/8"	One lt. insul. glass w/cmnt. grilles
9	DH-12	Swing In	Steel Sec.	2'-1-1/2"x5'-8"+5/8"	Low sash w/1"x" spar. Dl&Gl & grilles
10	—	Swing In	Wood Ent.	3'0"x6'6"	45 Min "H" label Fire rtd solid wd core
11	Jam Built	Swing	Mantua	2'-6" x 6'-8"	Wood Swing Door 45-Min Fire

Tuckaway Shores
JOINT VENTURE
FRANKLIN
PIER # 8
1/4" Typical Floor Plans
NORTH
R.J. Kacrek & Assoc.
2719 S. 60th Street
Milwaukee, WI.
414.321.5300
2/6
REEL 1994 IMAGE 785
EXHIBIT B-3
Doc Yr: 2009 Doc# 05988920 Page # 14 of 22

Doc Yr: 2009 Doc# 05988920 Page # 15 of 22

3 of 6	R. J. Kacrek & Assoc. 3719 S. 60th Street Milwaukee, WI. 414-321-5300	PIER # 8 1/8" Basement & Floor 1 Plans	Tuckaway Shores JOINT VENTURE - FRANKLIN, WI

EXHIBIT B-4

REC 1994 IMAGE 786

EXHIBIT C

BUILDING PLANS FOR

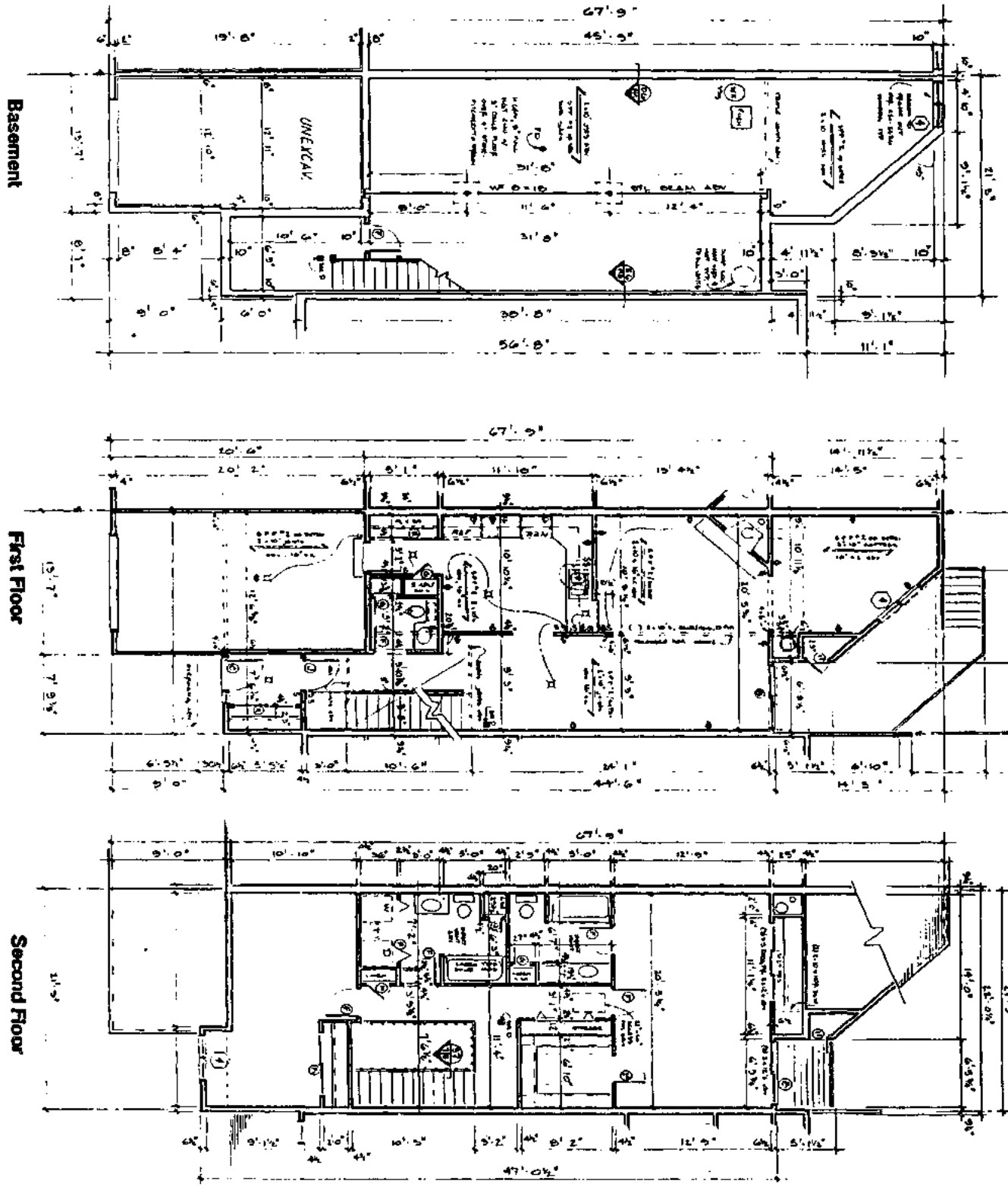
PIER 9

Doc Yr: 2009 Doc# 05988920 Page # 17 of 22

Rec'd 1994 Jan 788

EXHIBIT C-1

Doc Yr: 2009 Doc# 05988920 Page # 18 of 22



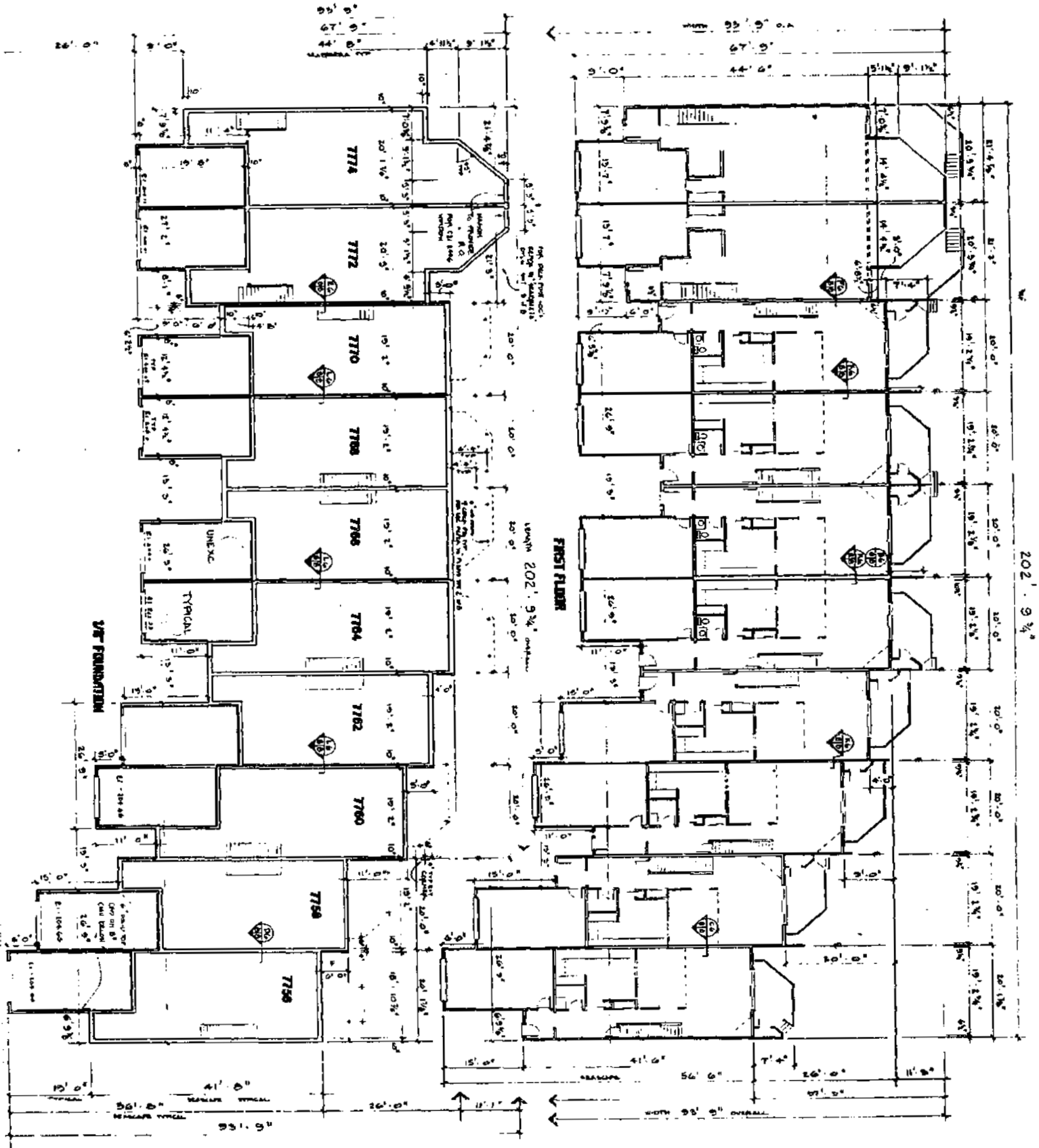
3 of 8	R.J. Kacrek & Assoc. 2719 S. 60th Street Milwaukee, WI. 414-321-5300	PIER #9 1/4 TYPICAL UNITS SQUEEZE

Tuckaway Shores
JOINT VENTURE FRANKLIN, WI.

EXHIBIT C-2

REC 1994 IMG 789

Doc Yr: 2009 Doc# 05988920 Page # 19 of 22

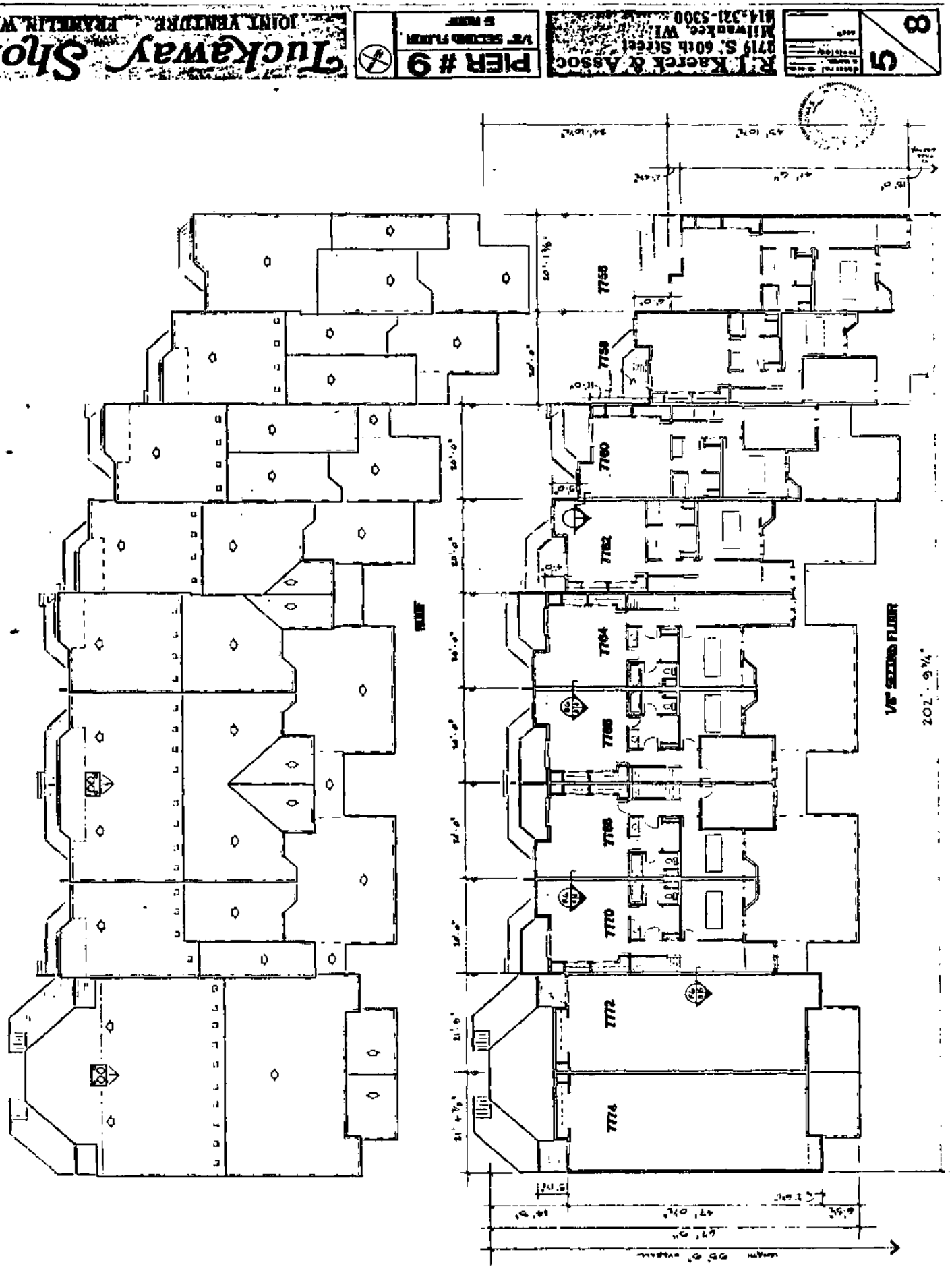


4 / 8	R.J. Kacrek & Assoc 2719 S. 60th Street Milwaukee, WI. 414-321-5300	PIER # 9 1/8" FOUNDATION & FIRST FLOOR	Tuckaway Shores JOINT VENTURE - FRANKLIN, WI.

REC 1994 IMG 790

EXHIBIT C-3

EXHIBIT C-4


Tuckaway Shores
JOINT VENTURE FRANKLIN, WI
PIER # 9
1ST SECOND FLOOR
R.J. Kaercher & Assoc
8719 S. 60th Street
Milwaukee, WI
414-321-5300
5
8
7758
7760
7762
7764
7766
7768
7770
7772
7774
1ST SECOND FLOOR
202' - 9 3/4"

Doc Yr: 2009 Doc# 05988920 Page # 21 of 22

6 / 8	R.J. Kacrek & Assoc 2719 S. 60th Street Milwaukee, WI. 414-321-5300	PIER # 9 1/8" ELEVATIONS	Tuckaway Shores JOINT VENTURE - FRANKLIN, WI.

EXHIBIT C-5

REC 1994 PAGE 792

TUCKAWAY SHORES HOMEOWNER'S ASSOCIATION, INC.

PROJECTED ANNUAL BUDGET (*)

(Based Upon 95 Living Units)

1) **OPERATING BUDGET:**

A. ADMINISTRATIVE EXPENSES

1. Management Fees	$2,914.00	
TOTAL ADMINISTRATIVE EXPENSE		$2,914.00

B. GENERAL OPERATING EXPENSES

1. Water and Sewer Fees	$8,866.00	
2. Public Lighting Costs	4,095.00	
3. All Risk Hazard Insurance	15,834.00	
4. Lawn Care	20,795.00	
5. Snow Removal	10,134.00	
6. Maintenance Supplies	4,222.00	
7. Disposal Services	3,420.00	
8. Personal Property Loss	1,520.00	
TOTAL GENERAL OPERATING EXPENSES		$71,800.00

2) **RESERVE FUNDS**

A. CONTINGENCIES
B. LONG TERM RESERVES
C. EXTERIOR PAINTING AND RE-ROOFING
D. PRIVATE ROADWAY REPAIRS

TOTAL RESERVE FUNDS	$2,300.00
GRAND TOTAL BUDGET	$74,100.00

MONTHLY ASSOCIATION DUES (FEES): $65.00

(*) THE AMOUNTS SHOWN IN THIS BUDGET ARE ESTIMATED ONLY BASED UPON 95 UNITS.

6215256
REGISTER'S OFFICE
Milwaukee County, WI
RECORDED AT 11 45 AM
OCT - 5 1988
REEL 2260 IMAGE 1518
REGISTER OF DEEDS

PHASE SIX SUPPLEMENT AND

AMENDMENT TO DECLARATION OF CONDOMINIUM OF

TUCKAWAY SHORES CONDOMINIUMS

THIS PHASE SIX SUPPLEMENT AND AMENDMENT, made and entered into this 29th day of September, 1988, by **TUCKAWAY SHORES CONDOMINIUMS, A JOINT VENTURE**, hereinafter referred to as "Declarant".

This Amendment to Declaration is hereby made and executed pursuant to the Declaration of Condominium Ownership for Tuckaway Shores Condominiums and the provisions of the Wisconsin Condominium Ownership Act, Chapter 703, Wisconsin Statutes.

6215256 #
RECORD 82.00

WITNESSETH

The Declaration of Condominium Ownership for Tuckaway Shores Condominium was duly recorded by the Declarant in the Office of Register of Deeds for Milwaukee County, Wisconsin on the 8th day of September, 1982, at Reel 1467, Images 1866 to 1918 inclusive, as Document No. 5562578 and by Corrective Amendments dated September 13, 1982 which was recorded on the 22nd day of September, 1982, at Reel 1470, Images 1383 to 1399 inclusive, as Document No. 5565098, and that Corrective Amendment dated the 20th day of December, 1983, which was recorded on the 21st day of December, 1983 as Document No. 5685660.

Pursuant to the provisions of that Declaration, Article I, Section 1, the Declarant desires to submit and subject additional real estate to that Declaration and to the Condominium Ownership

82.00

Act, which real estate is a portion of the real estate which was described in Exhibit A attached to the Declaration, and;

The Declarant desires to amend the Declaration and to annex to the plan of condominium ownership, under all the provisions of that Declaration, the real estate hereinafter described which is a portion of the real estate described in Exhibit A attached to the Declaration, and;

The Declarant is the owner of the real estate referred to above and which is hereinafter described, and for the purposes set forth above, **DECLARES AS FOLLOWS:**

ARTICLE I

LEGAL DESCRIPTION OF REAL ESTATE

The real estate which is annexed to the plan of condominium ownership, under all of the provisions of the Declaration of Condominium Ownership for Tuckaway Shores Condominiums, and which is hereby subjected to the provisions of the Condominium Ownership Act, Chapter 703, Wisconsin Statutes, as provided in said Declaration, is legally described as follows:

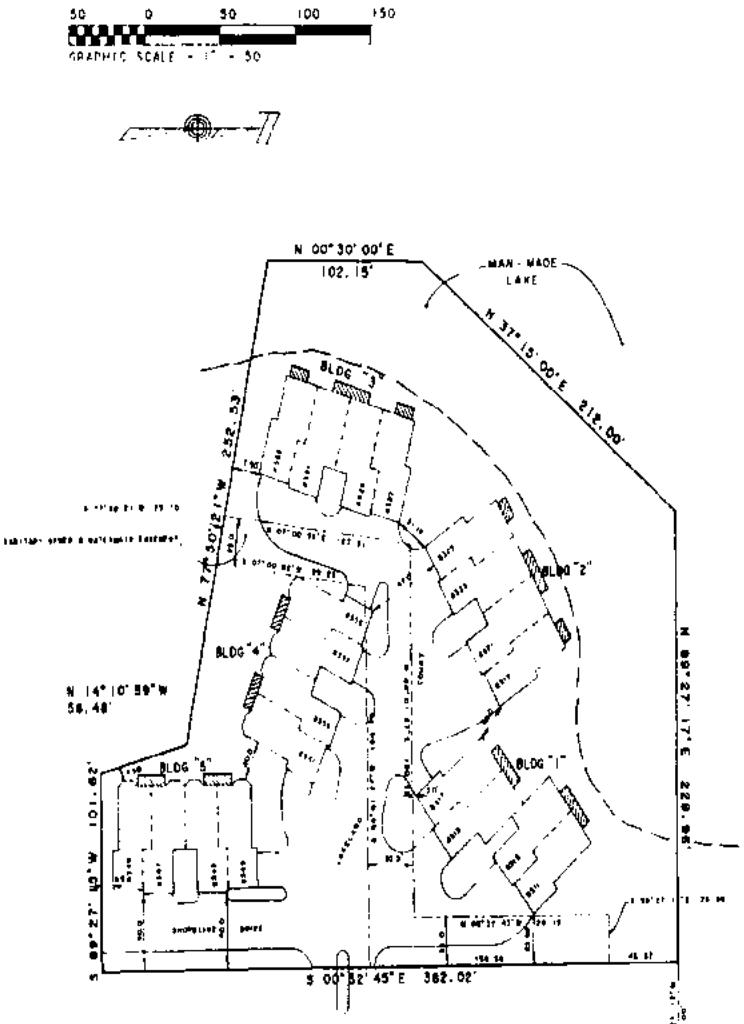
A tract of land in the Northeast 1/4 of the Southeast 1/4 of Section 16, Town 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin, bounded and described as follows:

Commence at the East 1/4 corner of said Section;

Thence South 00 degrees 32 minutes 43 seconds East for a distance of 255.00 feet, ALONG THE EAST LINE OF SAID 1/4 SECTION, TO A POINT, Thence South 89 degrees 27 minutes 17 seconds West for a distance of 60.00 feet, TO THE POINT OF BEGINNING, SAID POINT BEING ON THE WEST

TUCKAWAY SHORES CONDOMINIUMS
ADDITION NO. 4

BEING A PART OF THE NE 1/4 OF THE SE 1/4 OF SECTION 16, T 5 N, R 21 E, IN THE CITY OF FRANKLIN, COUNTY OF MILWAUKEE STATE OF WISCONSIN



SURVEYOR'S CERTIFICATE:

STATE OF WISCONSIN)
RACINE COUNTY)

I, PETE L. BAILEY, Registered Land Surveyor, do hereby certify:

THAT I have surveyed the property described and that this survey is an accurate representation of the exterior boundary lines and the location of the buildings on said property. This plat is a correct representation of TUCKAWAY SHORES CONDOMINIUMS ADDITION NO. 4, and the identification and location of each unit and common area can be determined from the plat. This surveyor makes no certification as to the accuracy of the diagrammical floorplans of the condominium buildings and units contained in the condominium plat or the approximate dimensions of the floor area thereof.

Dated this 14th day of July, 1988

Pete L Bailey

AMERICAN SURVEYING COMPANY, INC.
PETE L. BAILEY, RLS NO. 1398

Revised this 13th day of September, 1988

WISCONSIN PETE L. BAILEY S-1398 NORTH CAPE, WI LAND SURVEYOR

LEGAL DESCRIPTION

A TRACT OF LAND IN THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 16, TOWN 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, COUNTY OF MILWAUKEE, STATE OF WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCE AT THE EAST 1/4 CORNER OF SAID SECTION

THENCE South 89 degrees 28 minutes 48 seconds West for a distance of 2[illegible].00 feet, ALONG THE EAST LINE OF SAID 1/4 SECTION, TO A POINT;
THENCE South 00 degrees 32 minutes 12 seconds West for a distance of 66.00 feet TO THE POINT OF BEGINNING, SAID POINT BEING ON THE WEST RIGHT OF WAY LINE OF SOUTH 76TH STREET;
THENCE South 89 degrees 28 minutes 48 seconds East for a distance of 33[illegible].00 feet, ALONG SAID RIGHT LINE, TO A POINT;
THENCE South 00 degrees 32 minutes 12 seconds West for a distance of 101.62 feet, TO A POINT;
THENCE North 14 degrees 10 minutes 59 seconds West for a distance of 61.48 feet, TO A POINT;
THENCE North 37 degrees 30 minutes 01 seconds West for a distance of 252.53 feet, TO A POINT;
THENCE North 00 degrees 30 minutes 00 seconds East for a distance of 102.15 feet, TO A POINT;
THENCE North 37 degrees 15 minutes 00 seconds East for a distance of 212.00 feet, TO THE POINT OF BEGINNING.

Together with and subject to covenants, easements, and restrictions of record.

Said property contains 2.488 acres more or less

PREPARED BY:

AMERICAN SURVEYING COMPANY, INC.
[illegible]
PLEASANTVILLE, WISCONSIN 53158
(414) 835-4774

NOTE

1000's DENOTES UNIT NUMBER AND STREET ADDRESS ALL ADDRESSES ARE ALONG SOUTH 76TH STREET

DENOTES UNIT'S AREA

SHEET 1 OF 1

EXHIBIT A

POOR COPY PRESENTED FOR RECORDING

REC'D 2260 MISC 1481

RIGHT OF WAY LINE OF SOUTH 76TH STREET; Thence South 00 degrees 32 minutes 45 seconds East for a distance of 382.02 feet, ALONG SAID WEST LINE, TO A POINT; THENCE South 89 degrees 27 minutes 15 seconds West for a distance of 101.62 feet, TO A POINT; THENCE North 14 degrees 10 minutes 59 seconds West for a distance of 58.48 feet, TO A POINT; THENCE North 77 degrees 50 minutes 21 seconds West for a distance of 252.53 feet, TO A POINT; THENCE North 00 degrees 30 minutes 00 seconds East for a distance of 102.15 feet, TO A POINT; THENCE North 37 degrees 15 minutes 00 seconds East for a distance of 212.00 feet, TO A POINT; THENCE North 89 degrees 27 minutes 17 seconds East for a distance of 229.96 feet, TO THE POINT OF BEGINNING.

Together with and subject to covenants, easements and restrictions of record.

Declarant specifically reserves the right to grant utility easements over this parcel of real estate subsequent to the recordation of this document.

ARTICLE II

RESIDENTIAL BUILDINGS IN PHASE SIX

The residential buildings constructed on the above-described real estate in this Phase Six Supplement and Amendment are five (5) buildings, described as Buildings One (1), Two (2), Three (3), Four (4) and Five (5), each of which has four (4) units. These buildings are of generally comparable quality and their design is compatible to the existing buildings currently located on the condominium property before this annexation. As disclosed in Article II of the Declaration previously recorded, surface parking was provided for the Units constructed prior to this Phase because those Units had only a one car garage. Since

the Units constructed with this Phase have two car garages, surface parking is not provided for owners of these Units. Complete construction details are contained in the working plans and drawings available for inspection at the office of the Declarant. The buildings are located as designated on the copy of the Condominium Plat which is attached hereto as Exhibit A. The Declarant reserves the right to change the type of any unit prior to or during construction, regardless of the initial designation of such type on the Exhibits attached hereto. Exhibits B-1, B-2, B-3, B-4, B-5, B-6 and B-7 are the building plans, subject to revision during construction, for Building 1, Exhibits C-1, C-2, C-3, C-4, C-5 and C-6 are the building plans, subject to revision during construction, for Building 2, Exhibits D-1, D-2, D-3, D-4, D-5 and D-6 are the building plans, subject to revision during construction, for Building 3, Exhibits E-1, E-2, E-3, E-4, E-5 and E-6 are the building plans, subject to revision during construction, for Building 4, Exhibits F-1, F-2, F-3, F-4, F-5 and F-6 are the building plans, subject to revision during construction, for Building 5. The estimated Budget based upon one hunded fifteen (115) units is attached hereto and marked as Exhibit G.

ARTICLE III

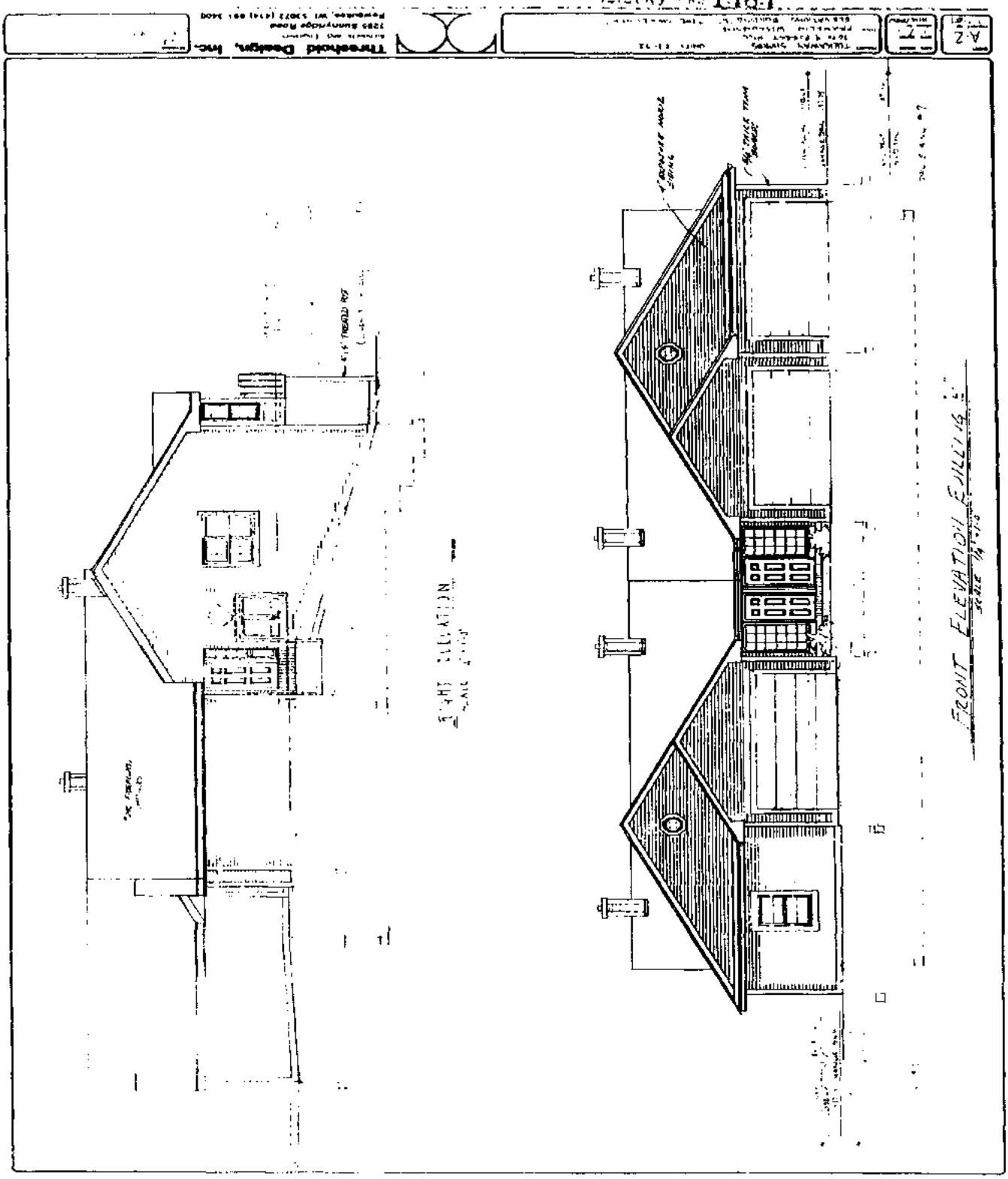
UNITS

SECTION 1. UNIT IDENTIFICATION: Each living unit shall be specifically designated by its unit number. The following Units

POOR COPY PRESENTED FOR RECORDING

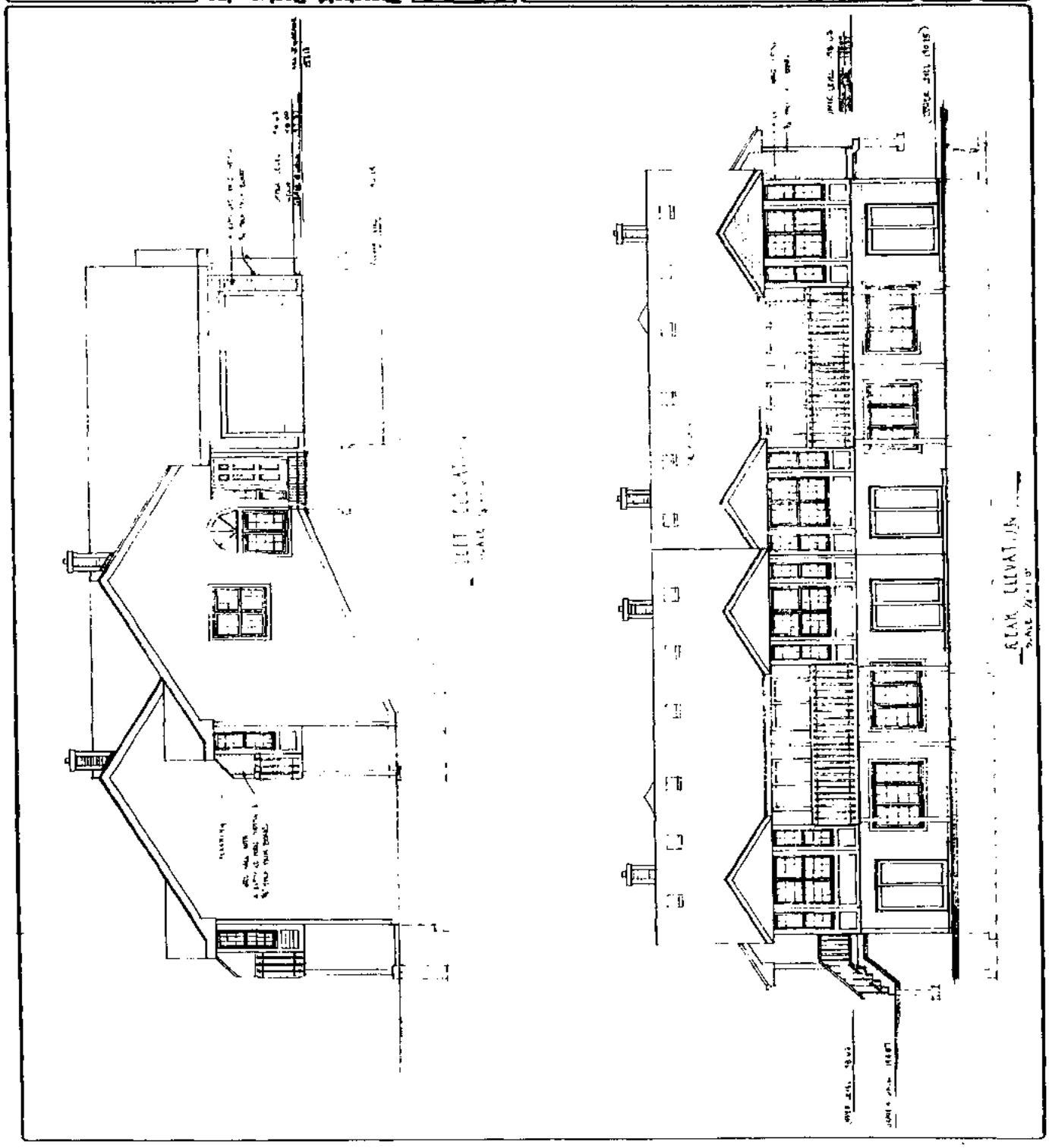
#1 Bldg.
39 - #32

EXHIBIT B-1 BK 2260 PG 1484



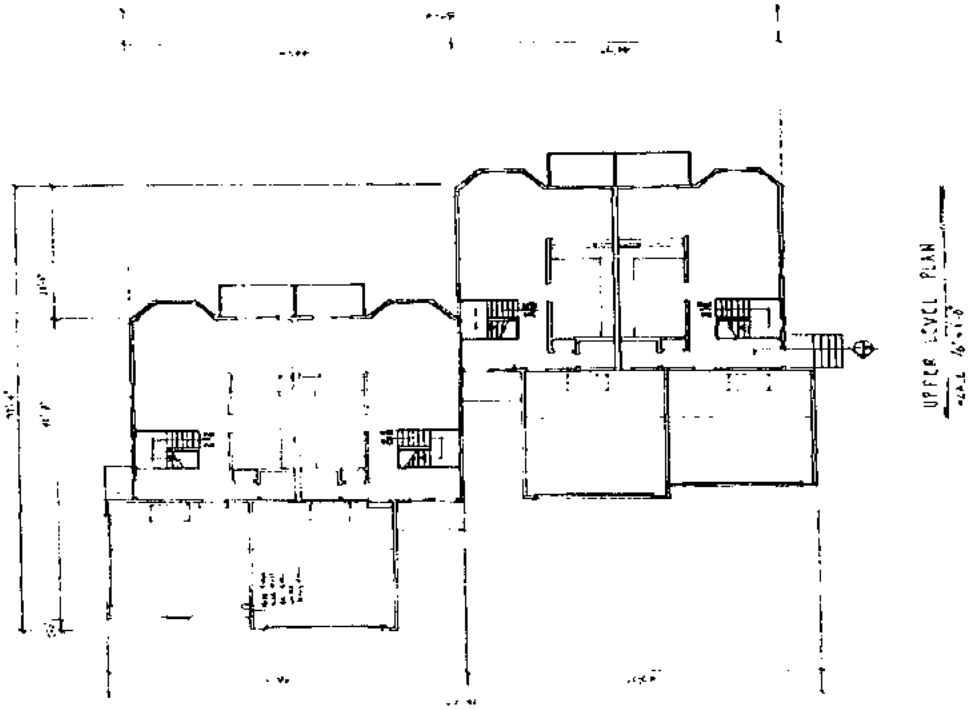
POOR COPY PRESENTED FOR RECORDING

EXHIBIT B-2



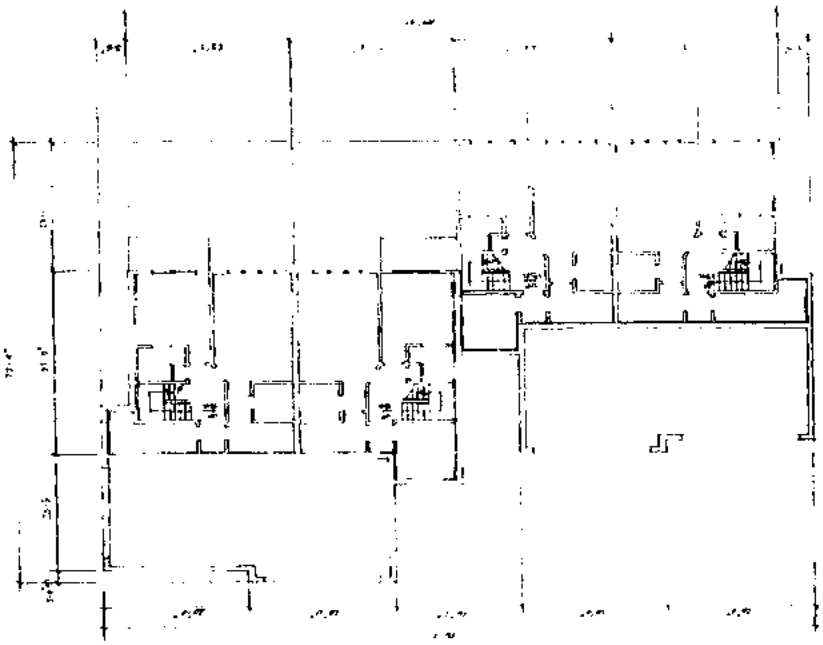
POOR COPY PRESENTED FOR RECORDING

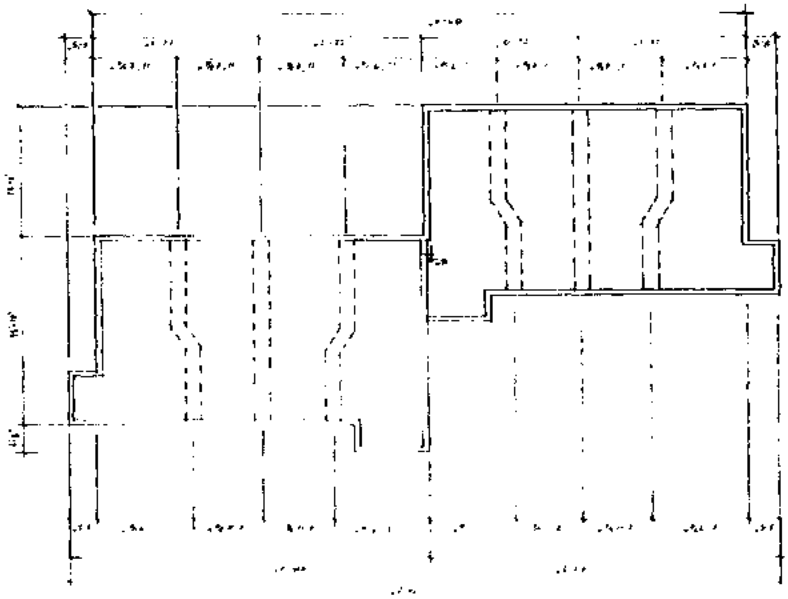
EXHIBIT B-3



POOR COPY PRESENTED FOR RECORDING

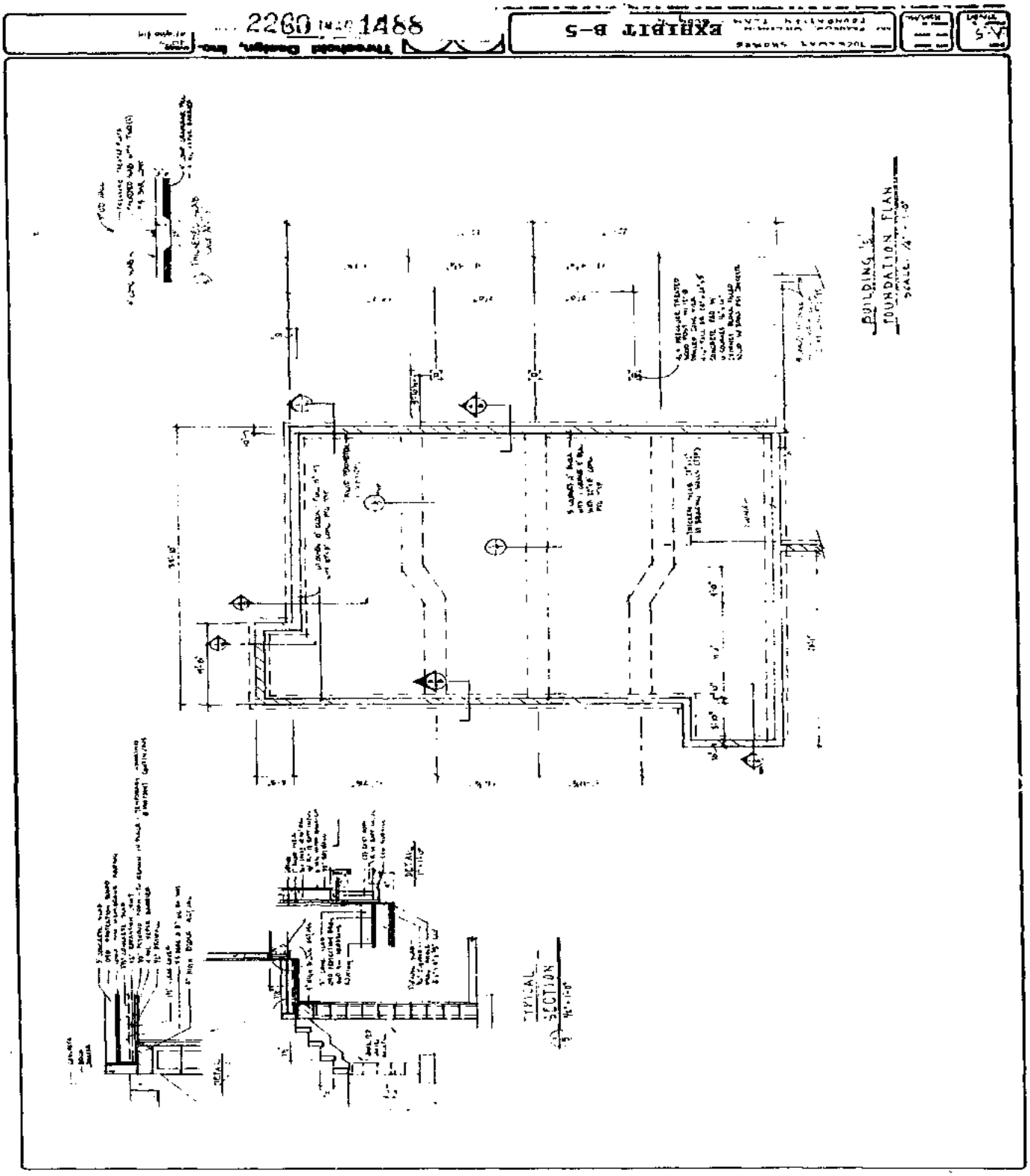
EXHIBIT B-4





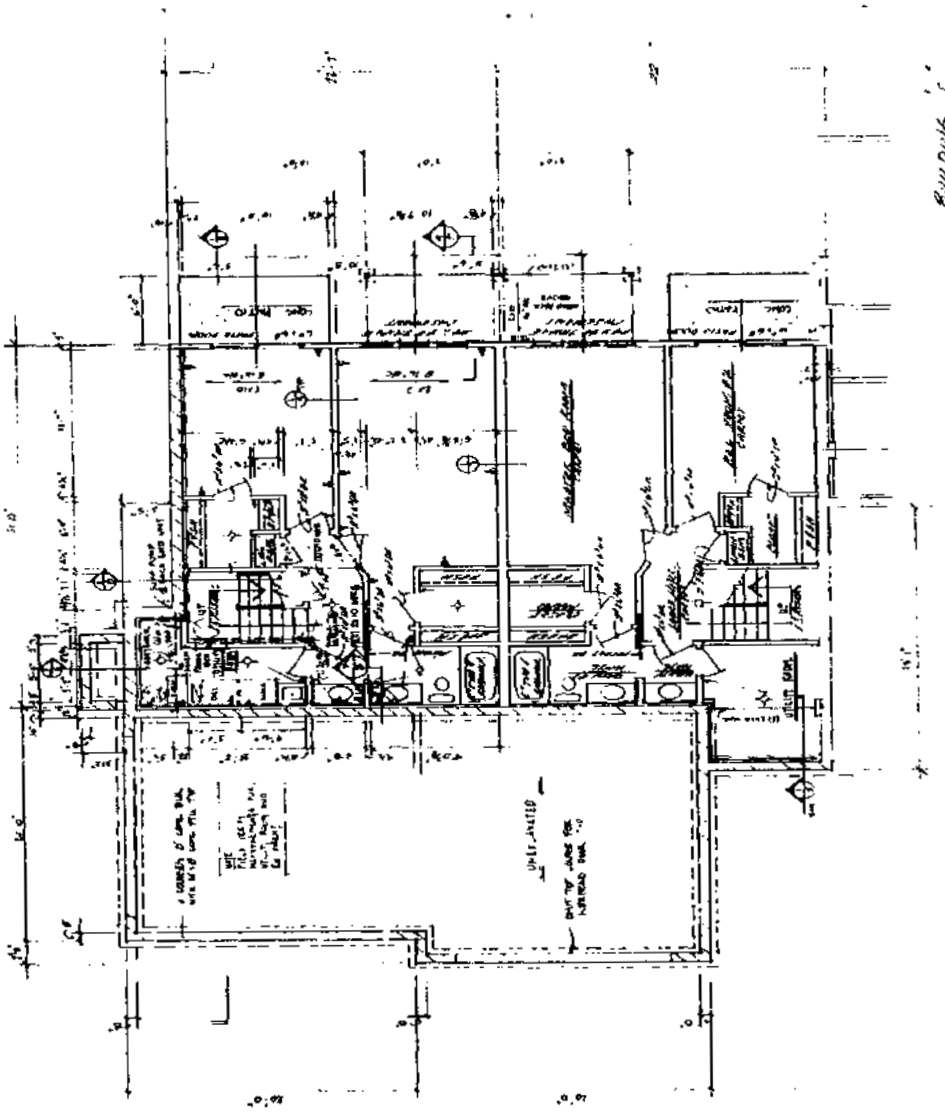
POOR COPY PRESENTED FOR RECORDING

EXHIBIT B-5

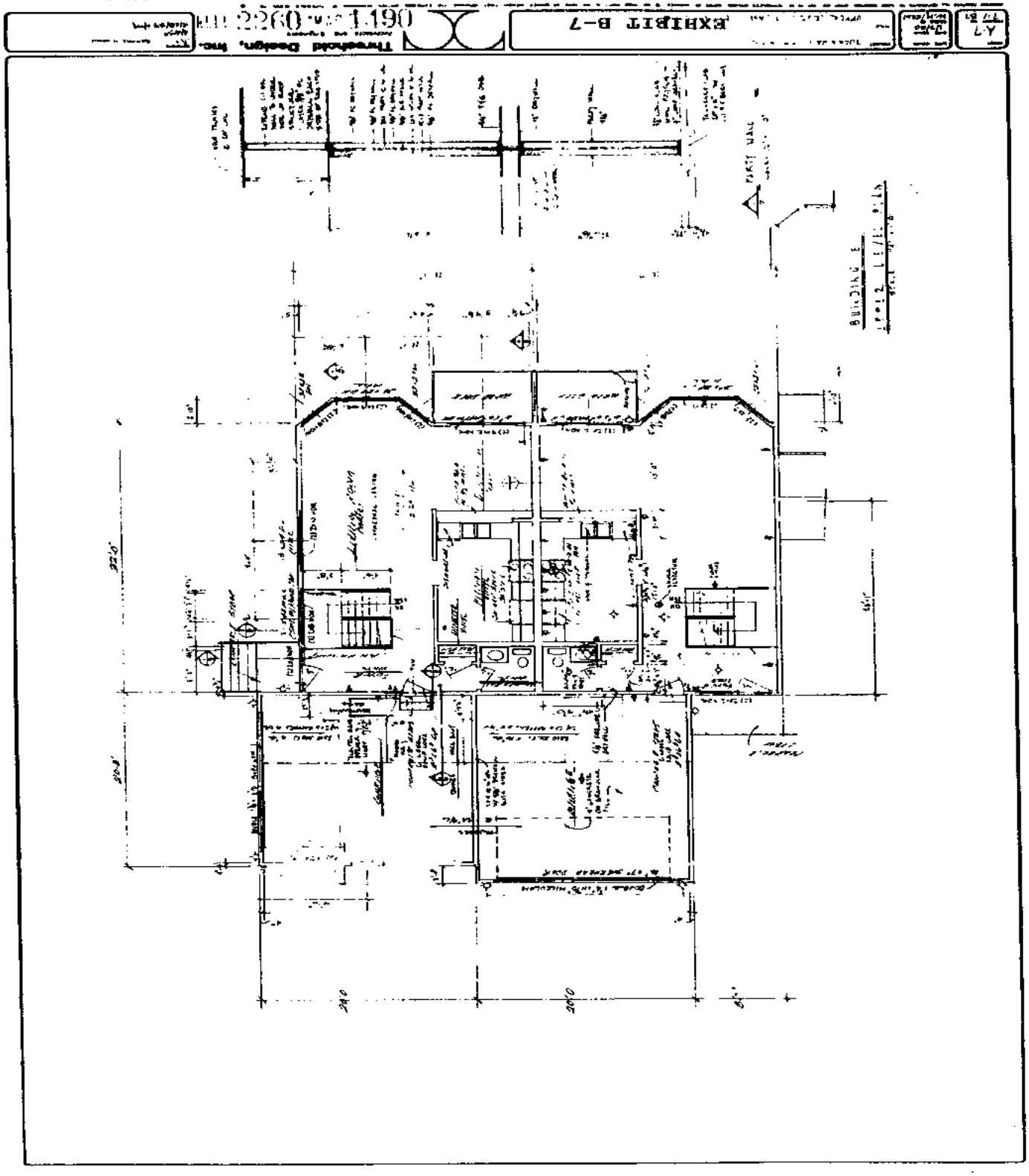


POOR COPY PRESENTED FOR RECORDING

EXHIBIT B-6

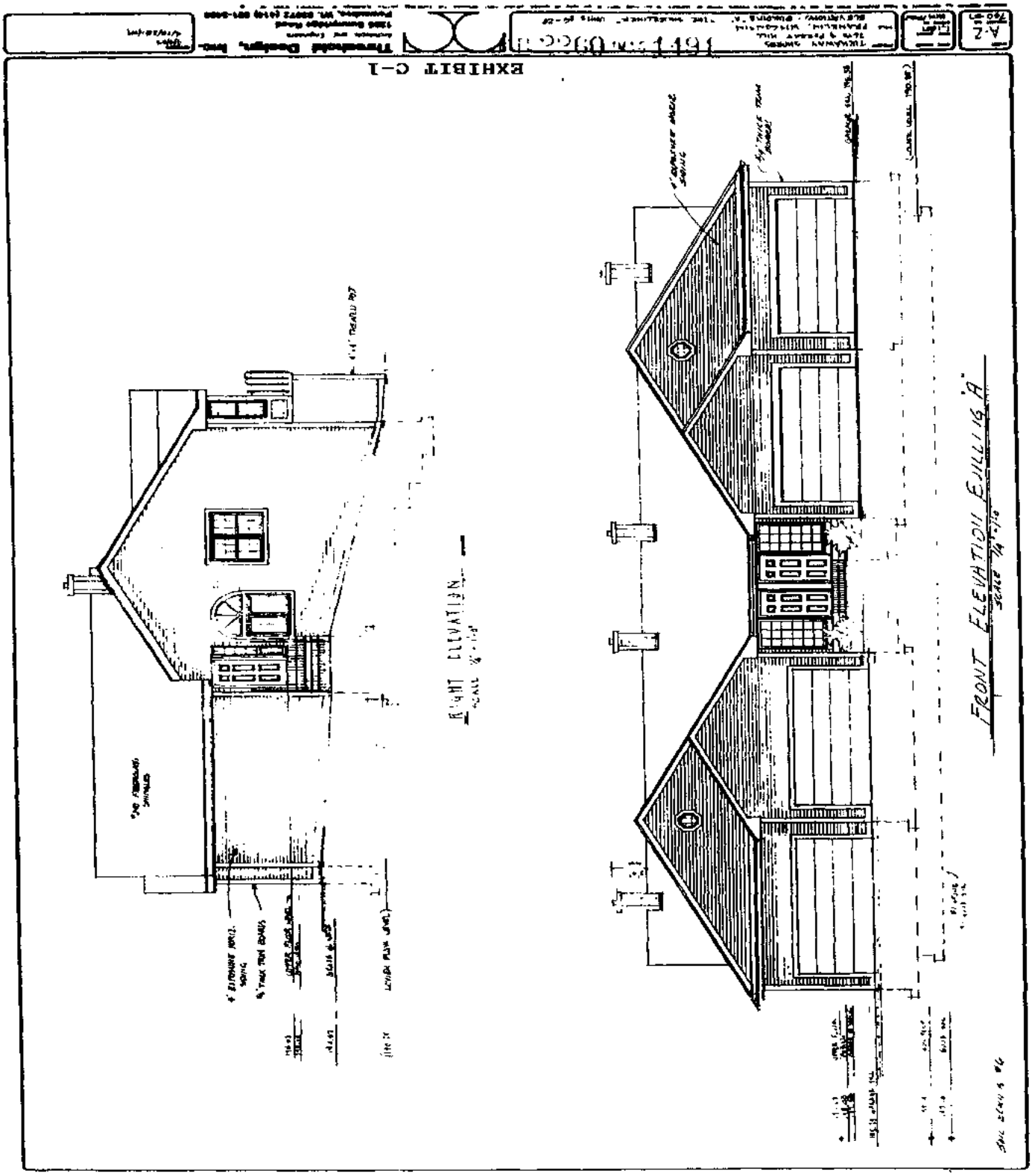


POOR COPY PRESENTED FOR RECORDING



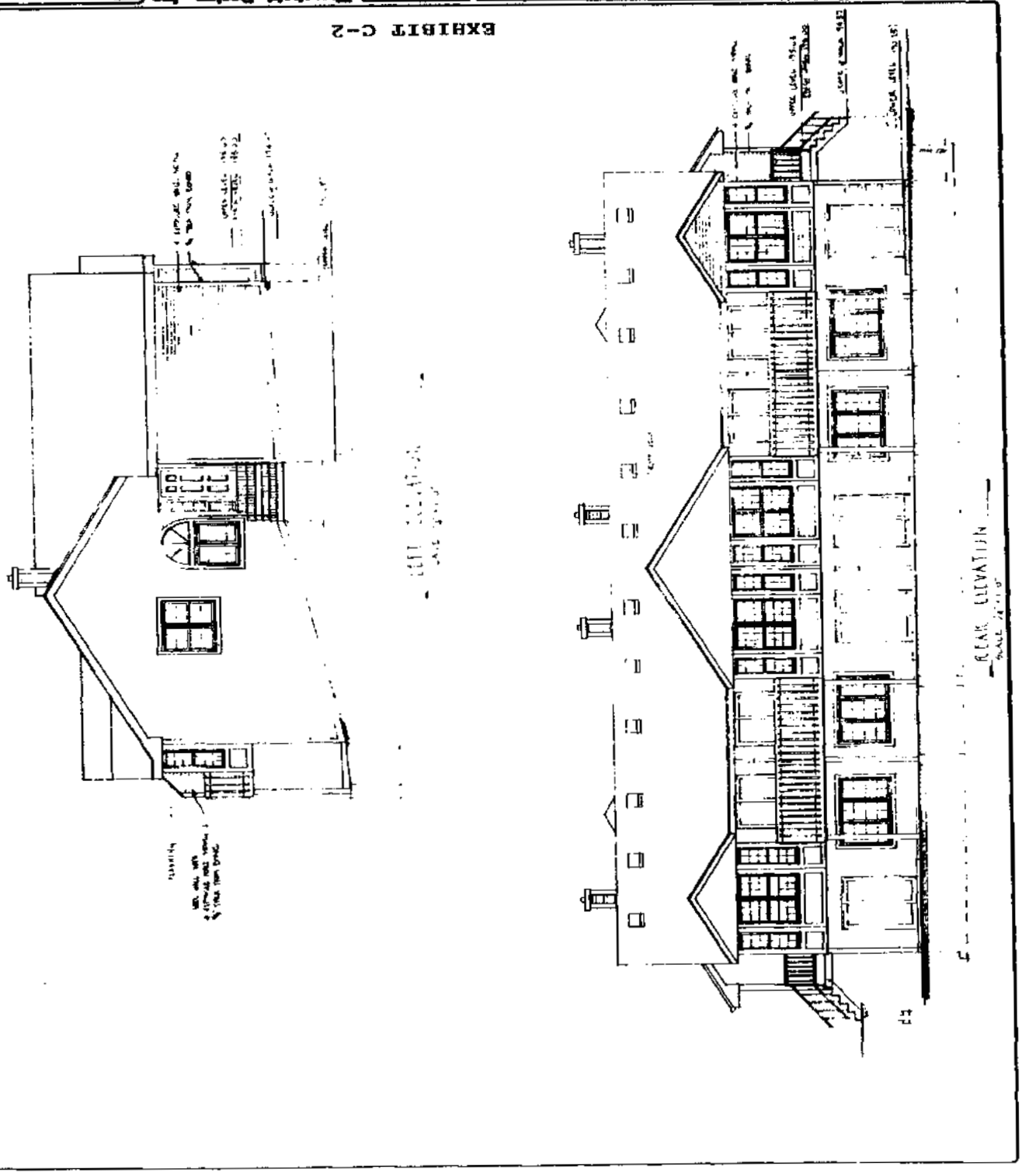
POOR COPY PRESENTED FOR RECORDING

#2 Bldg
#35 - #38



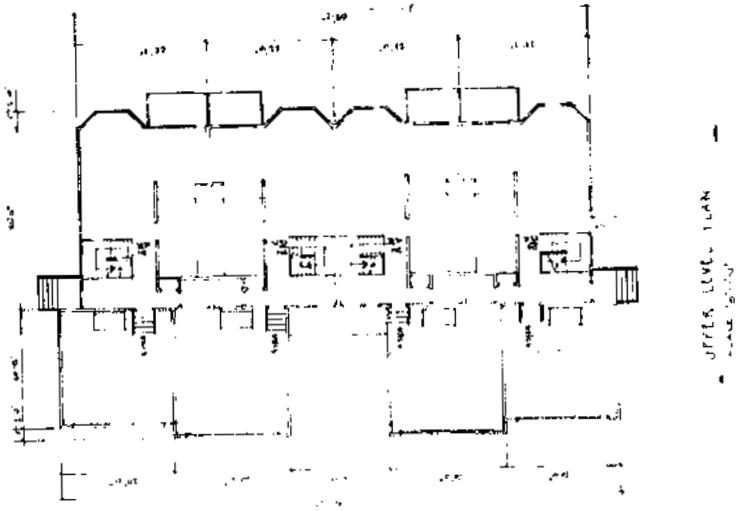
POOR COPY PRESENTED FOR RECORDING

EXHIBIT C-2

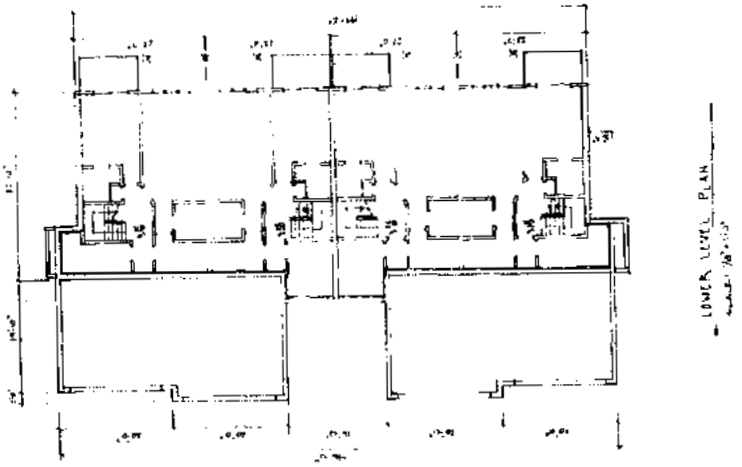


POOR COPY PRESENTED FOR RECORDING

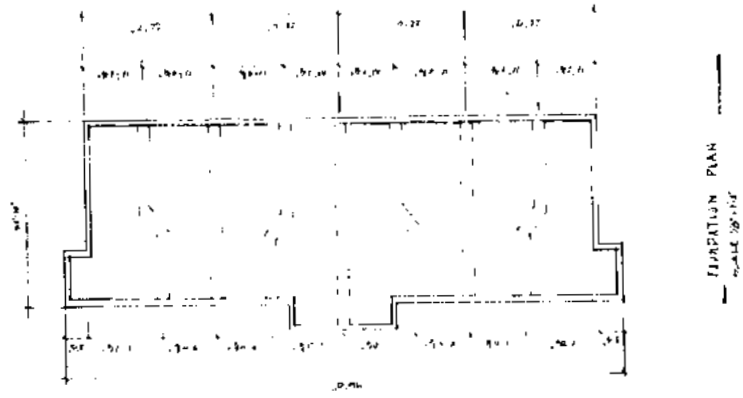
EXHIBIT C-3



UPPER LEVEL PLAN



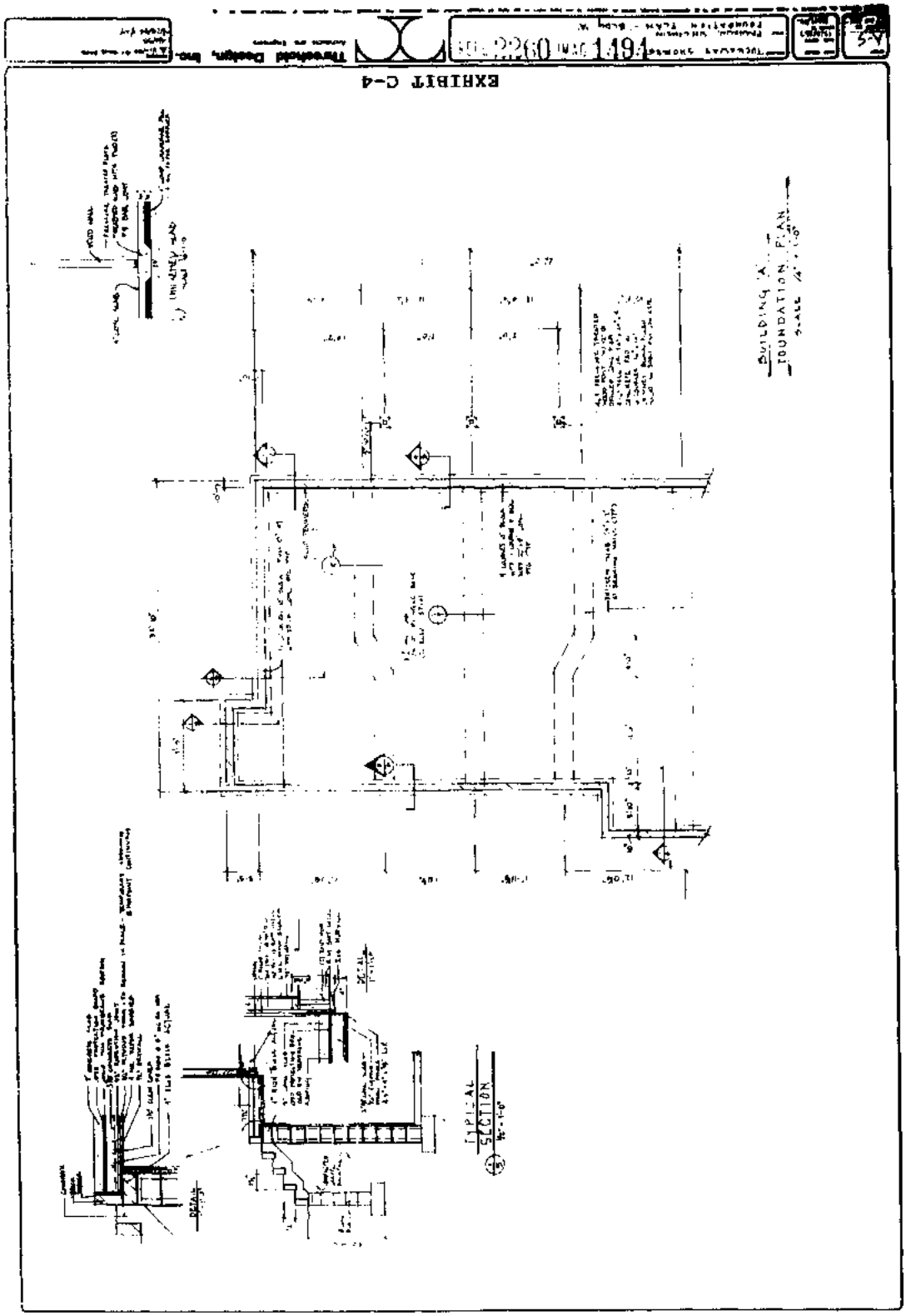
LOWER LEVEL PLAN



FOUNDATION PLAN

POOR COPY PRESENTED FOR RECORDING

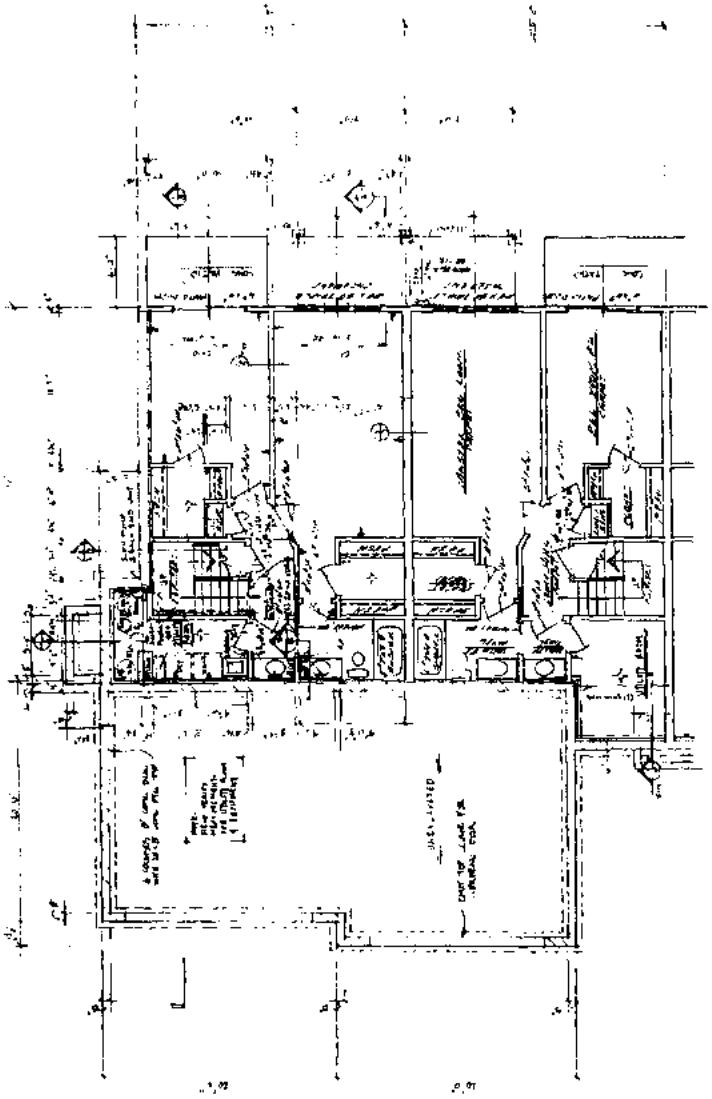
EXHIBIT C-4



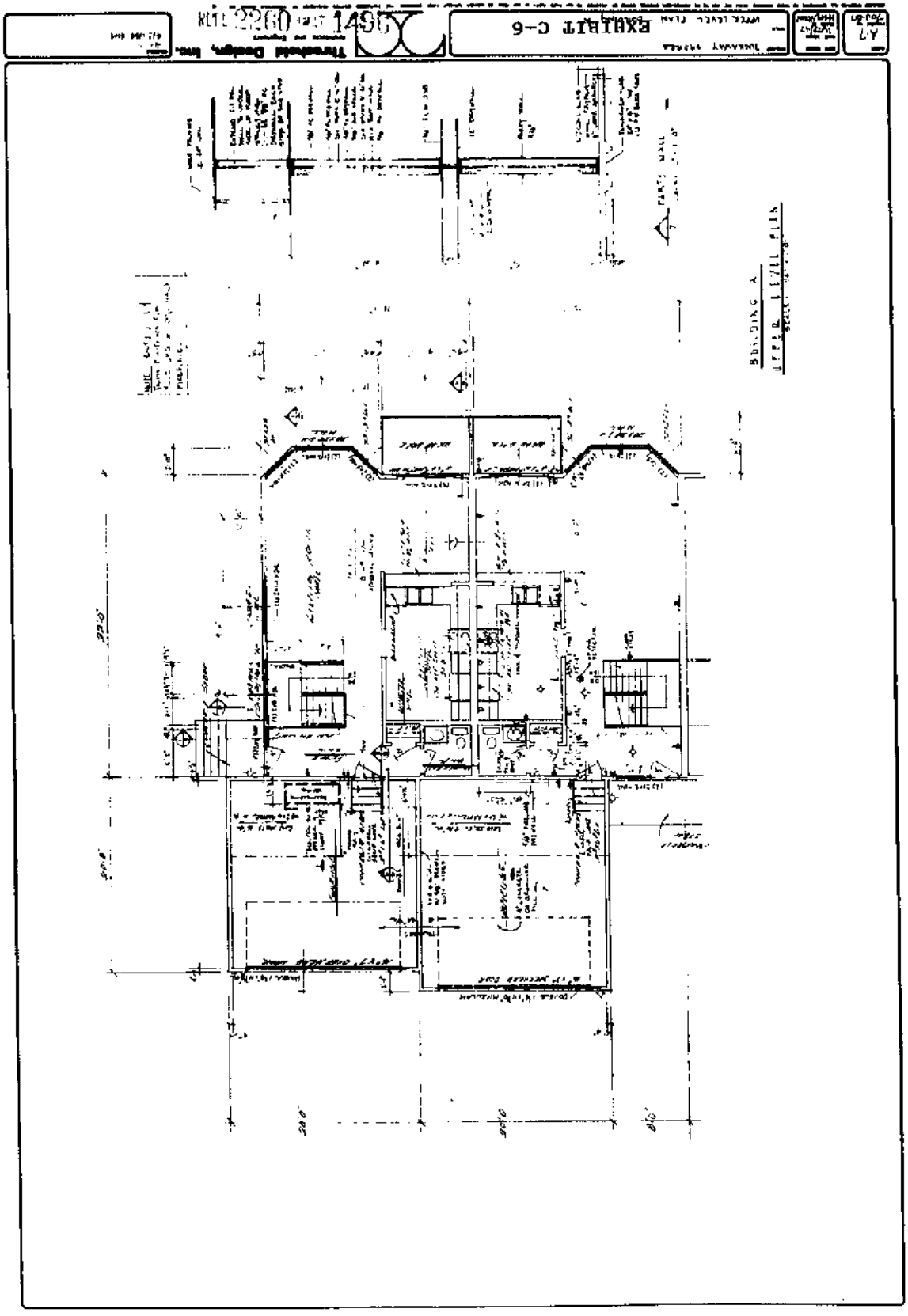
POOR COPY PRESENTED FOR RECORDING

BK 2260 PG 1495

EXHIBIT C-5

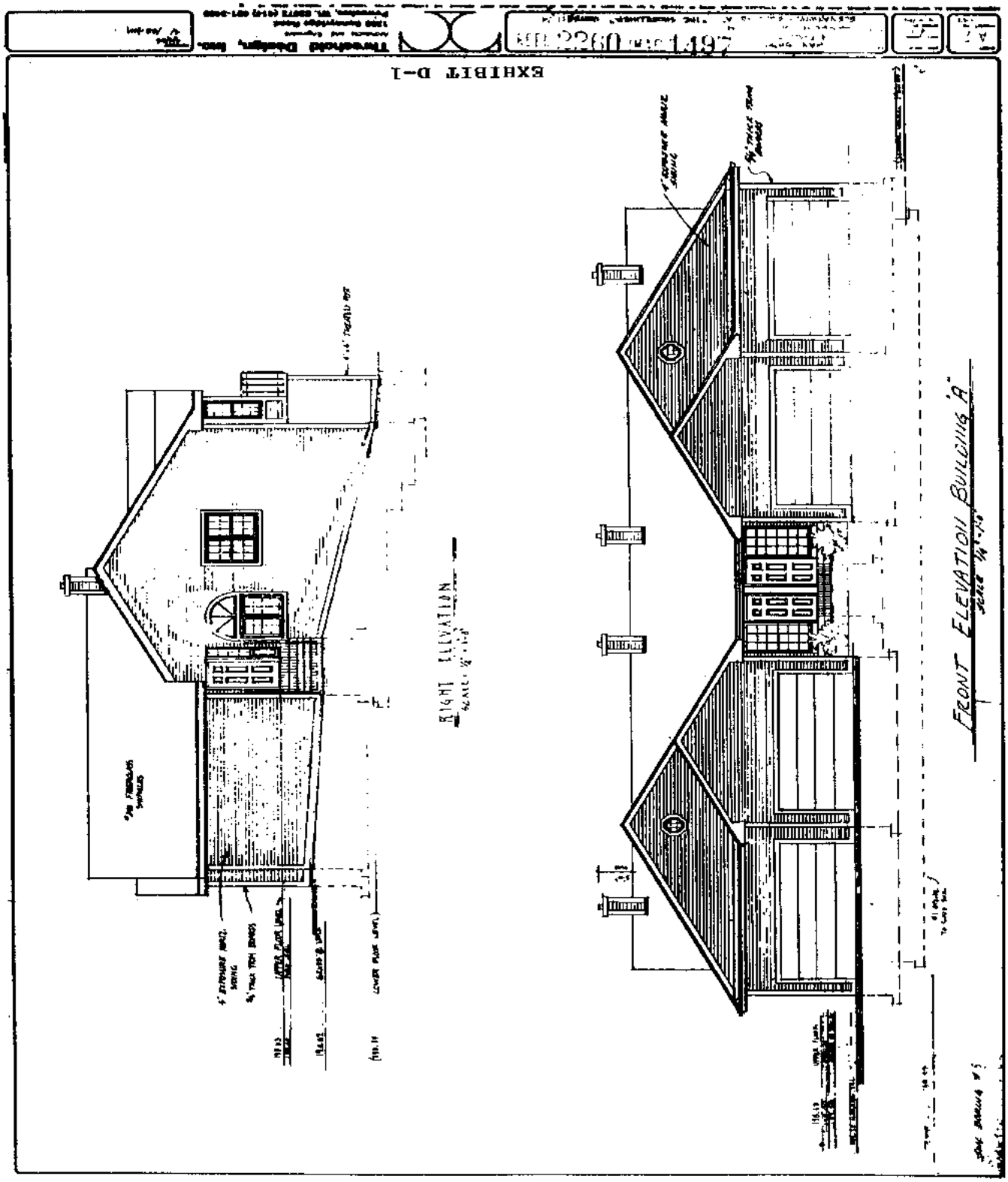


POOR COPY PRESENTED FOR RECORDING

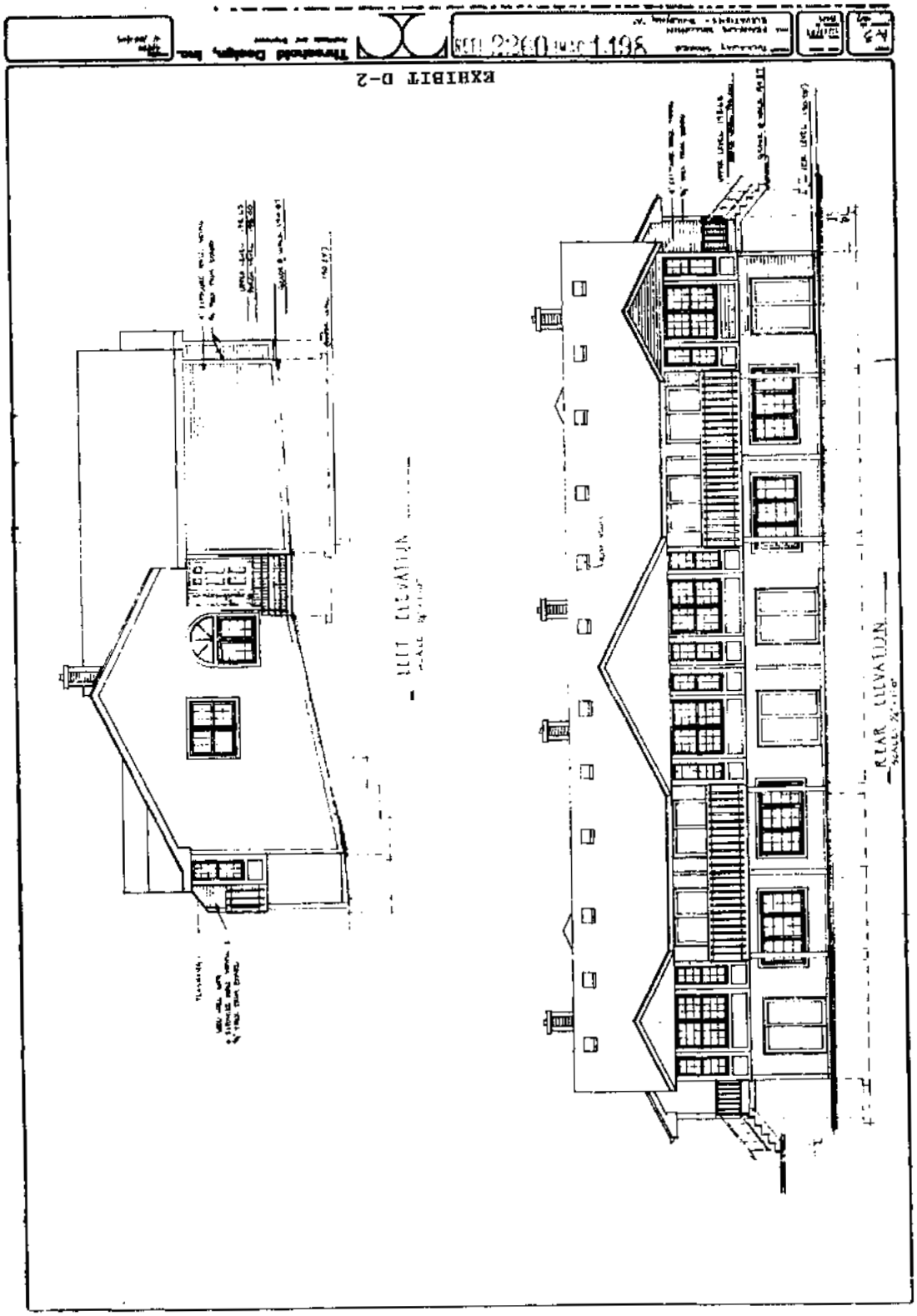


POOR COPY PRESENTED FOR RECORDING

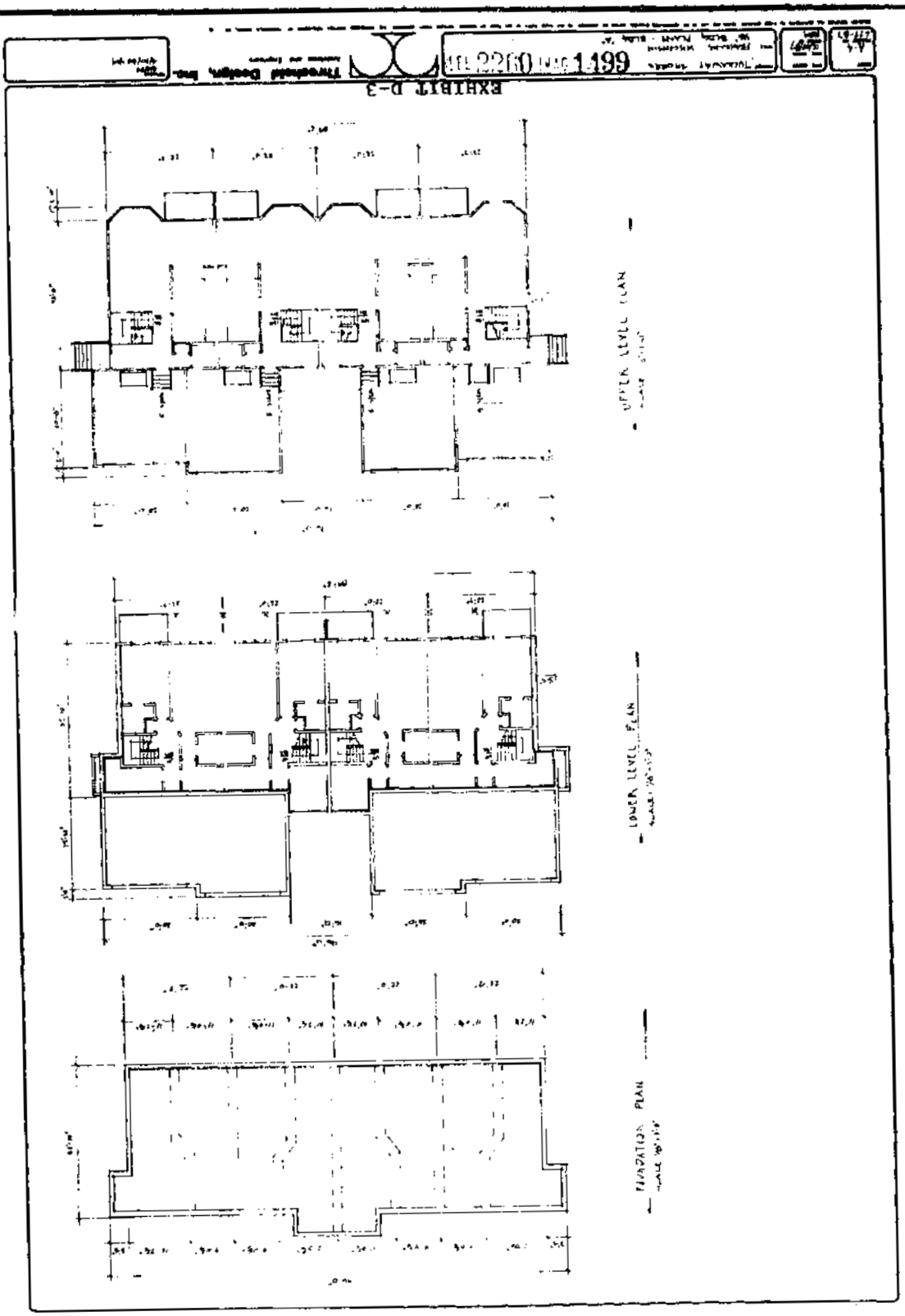
#3 Bldg
#31 - #34



POOR COPY PRESENTED FOR RECORDING

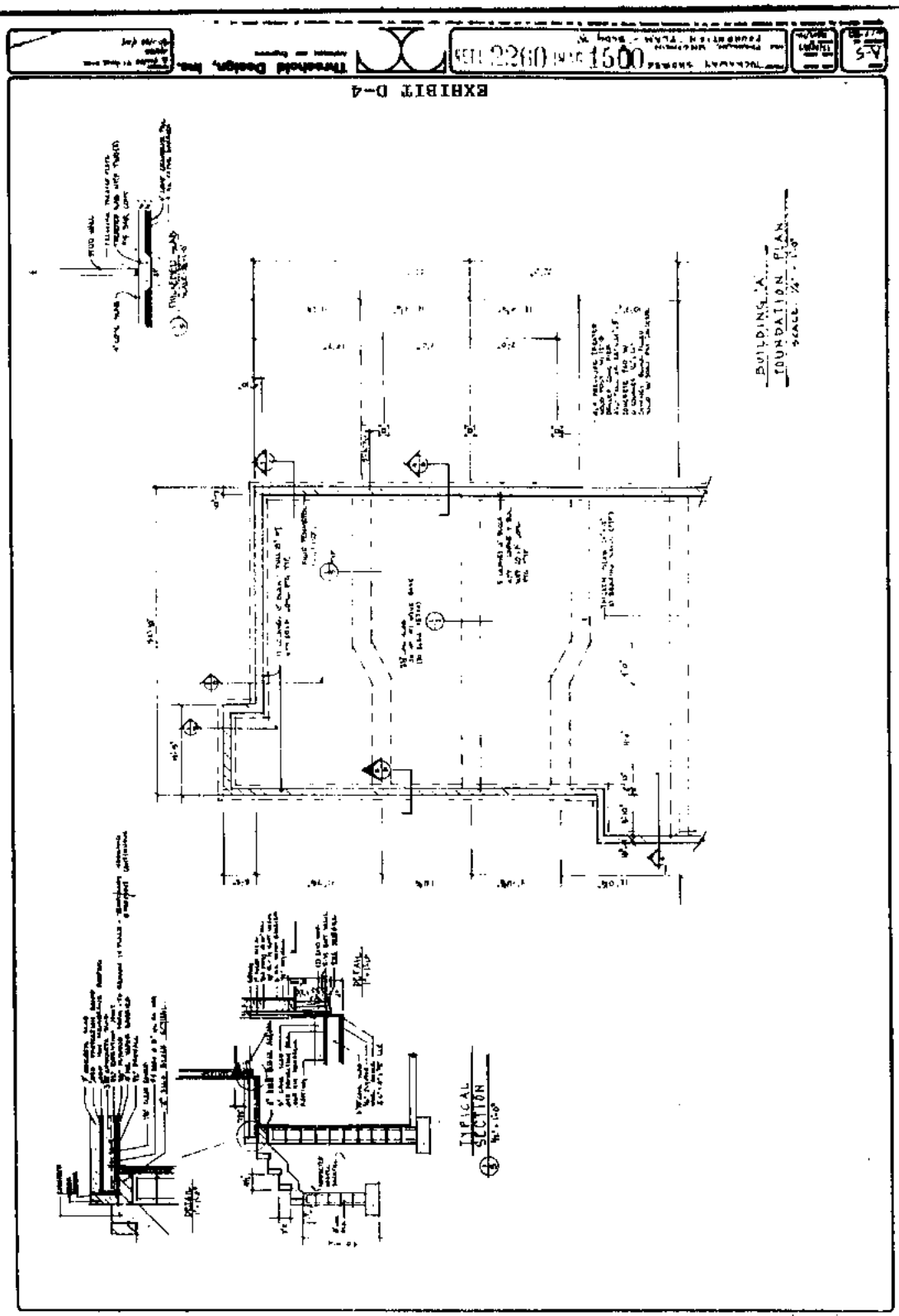


POOR COPY PRESENTED FOR RECORDING



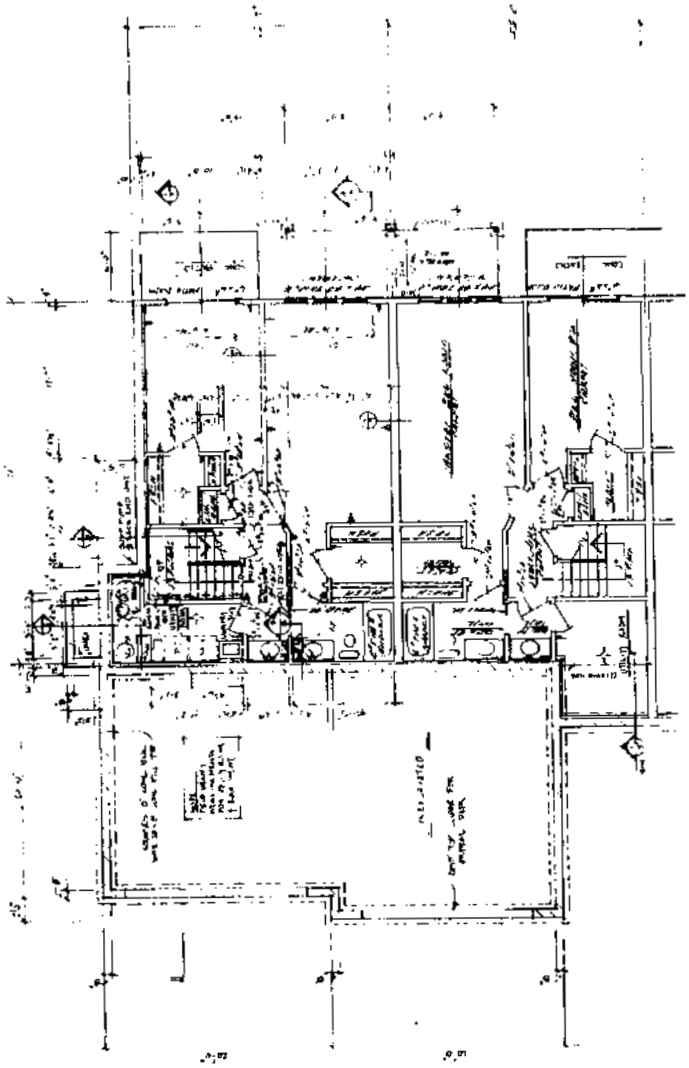
POOR COPY PRESENTED FOR RECORDING

EXHIBIT D-4

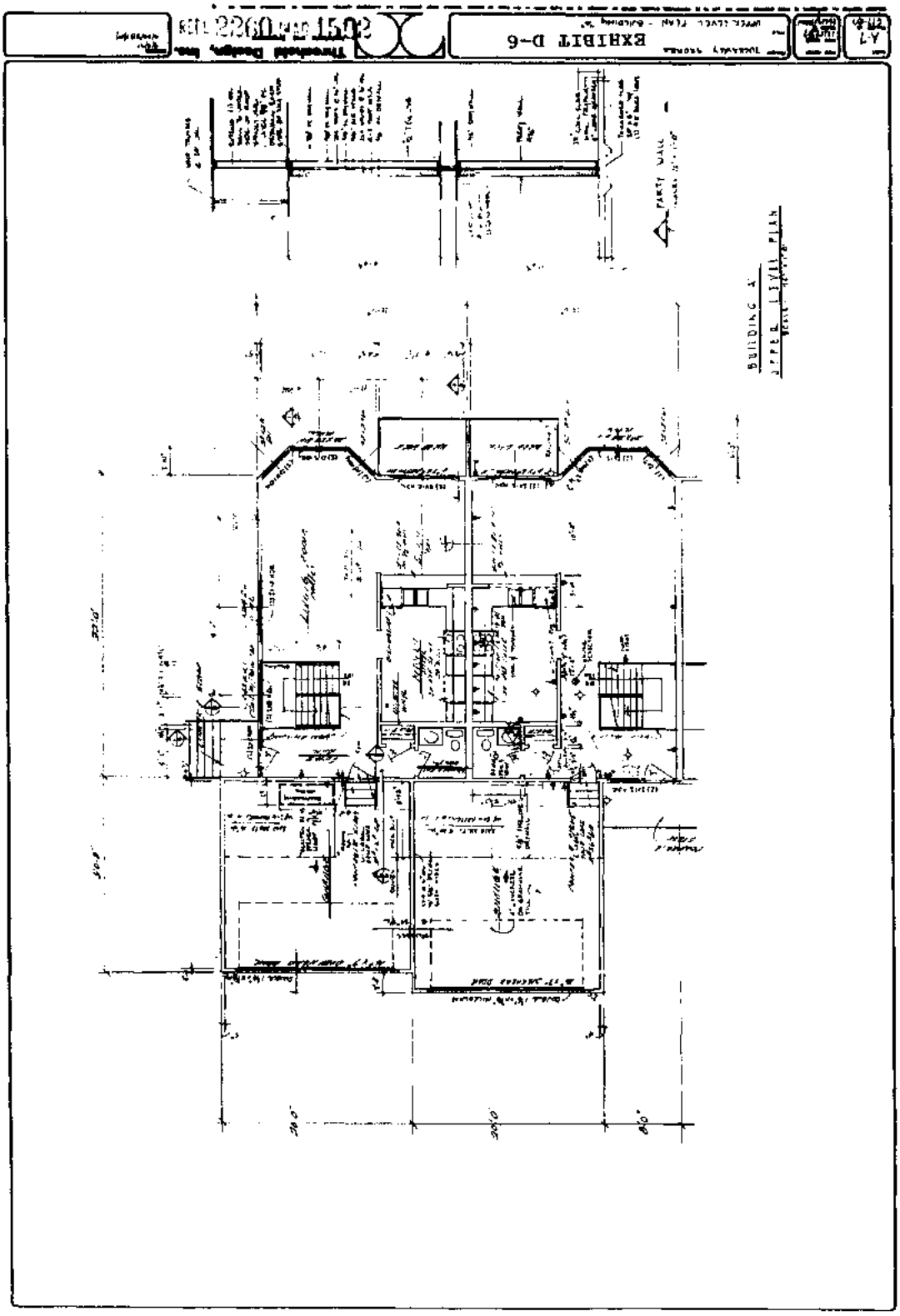


POOR COPY PRESENTED FOR RECORDING

EXHIBIT D-5

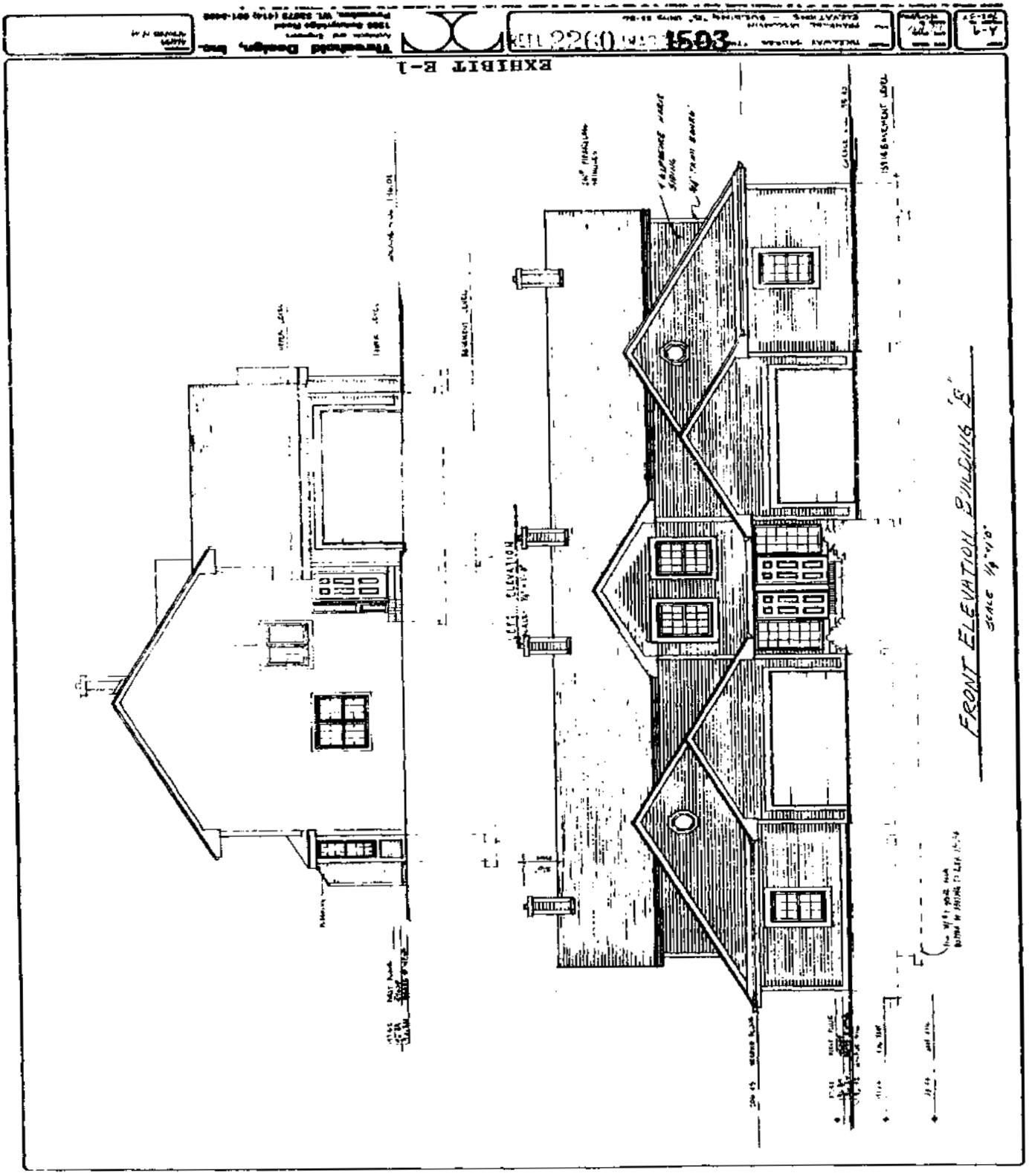


POOR COPY PRESENTED FOR RECORDING

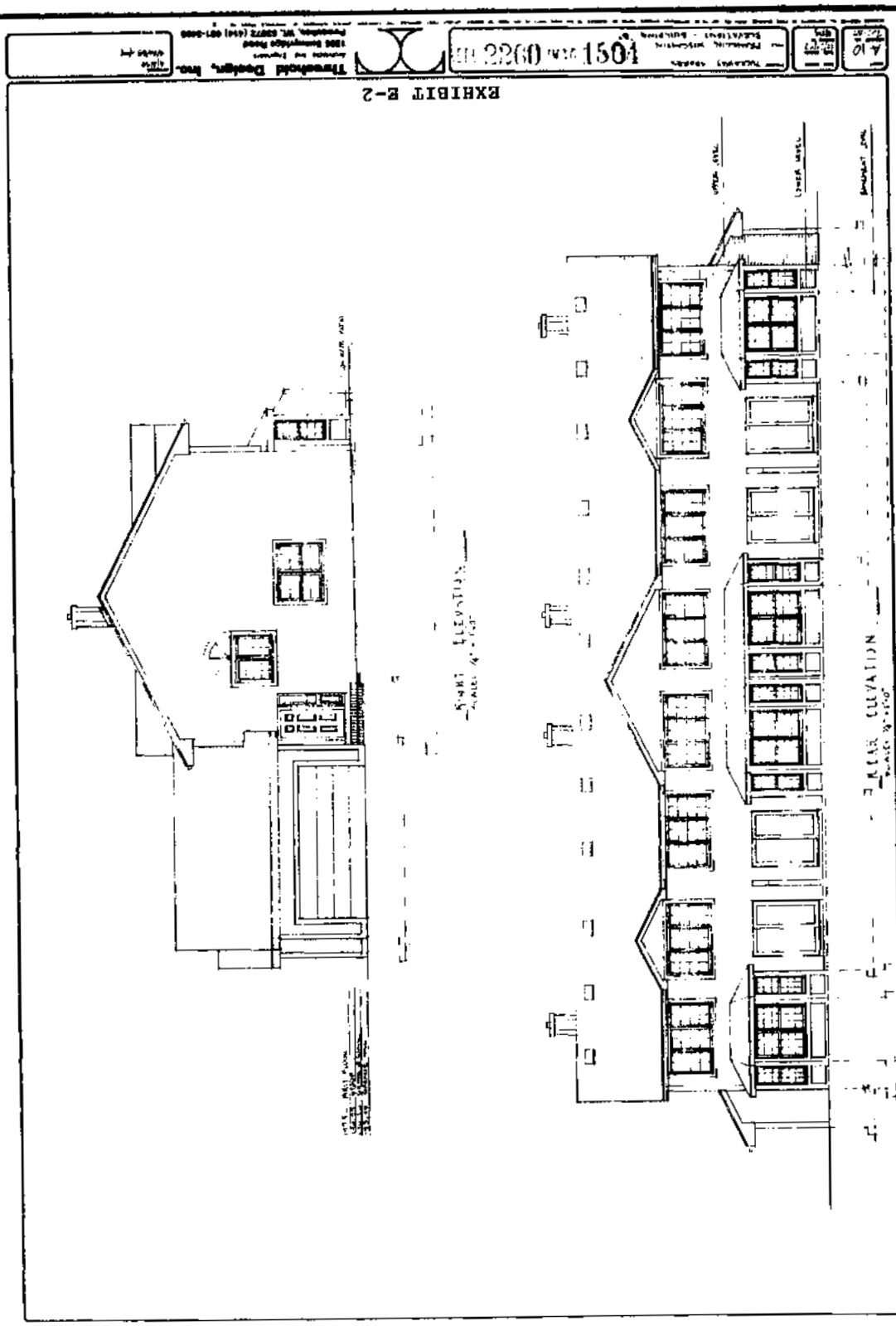


POOR COPY PRESENTED FOR RECORDING

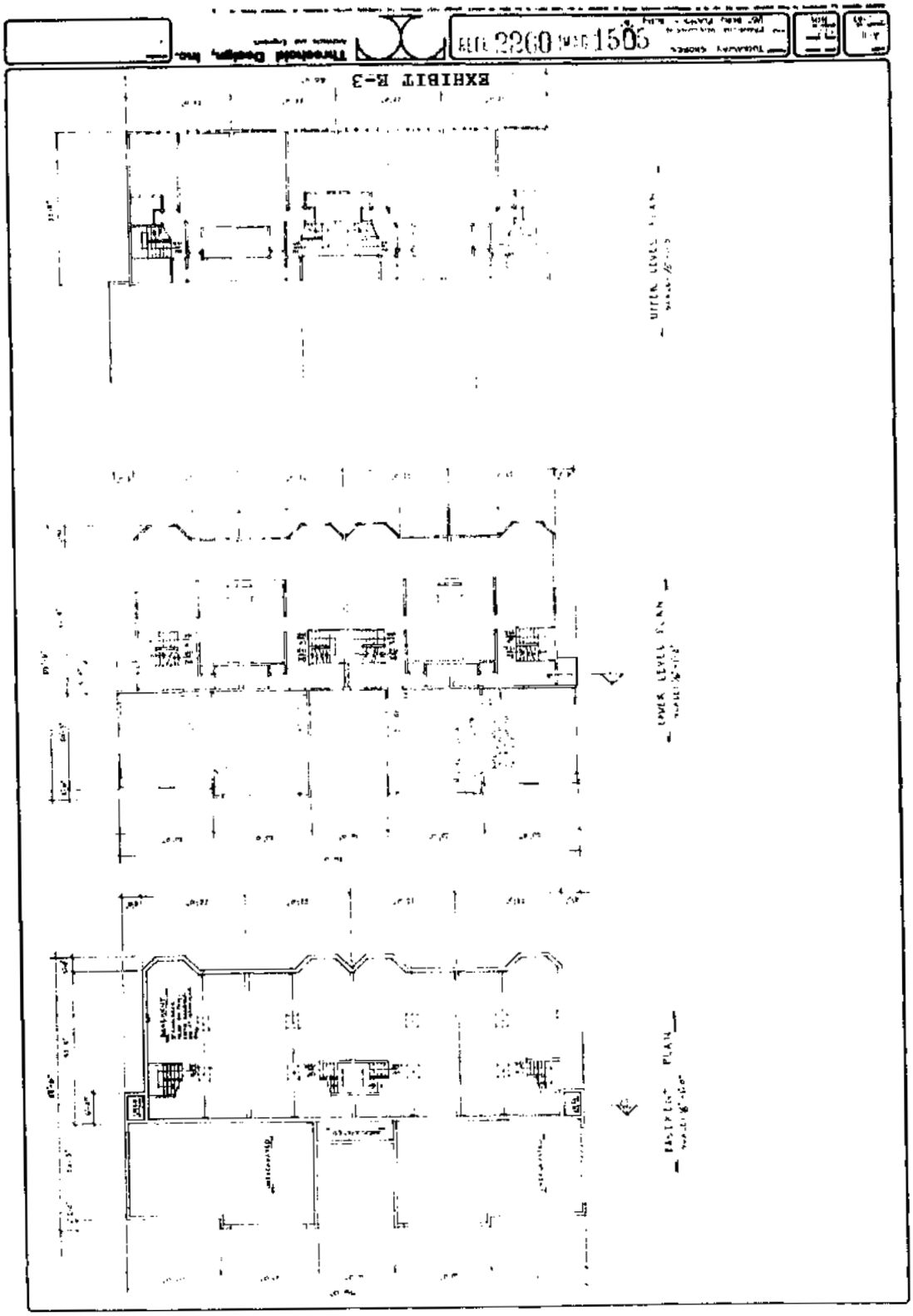
Bldg #4
#33 - #36



POOR COPY PRESENTED FOR RECORDING

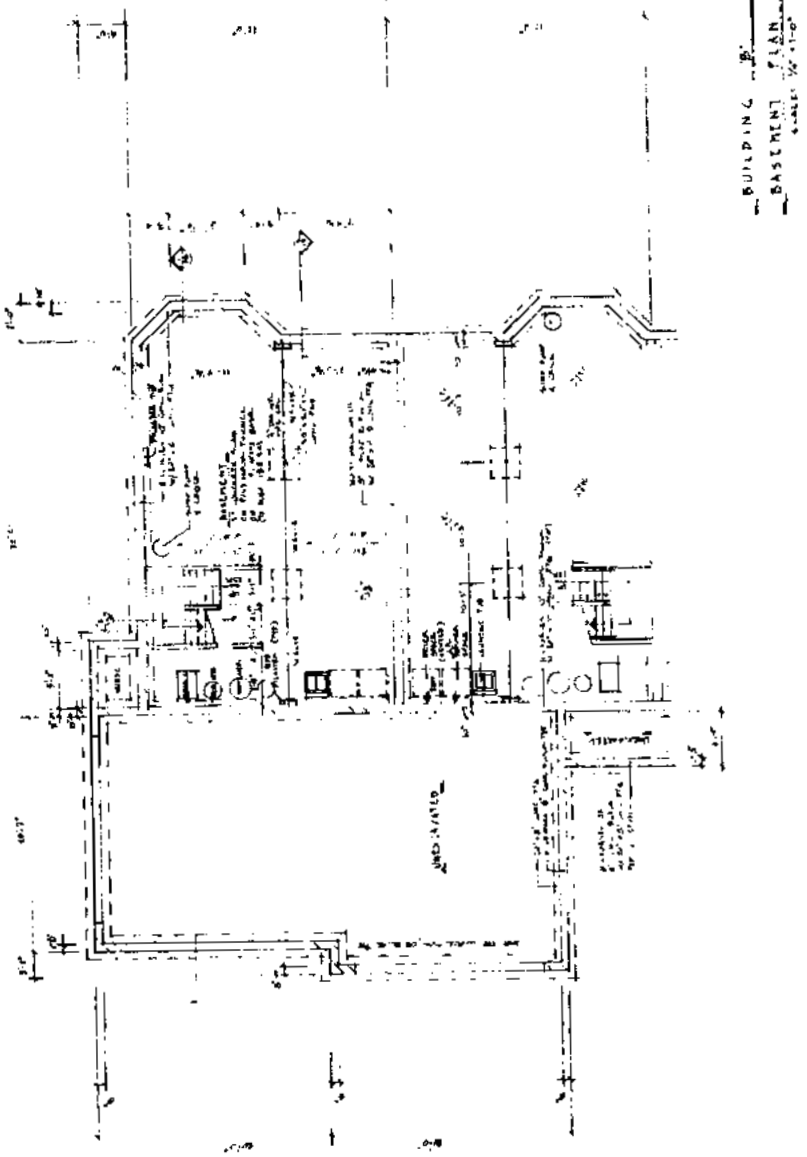


POOR COPY PRESENTED FOR RECORDING



POOR COPY PRESENTED FOR RECORDING

EXHIBIT E-4



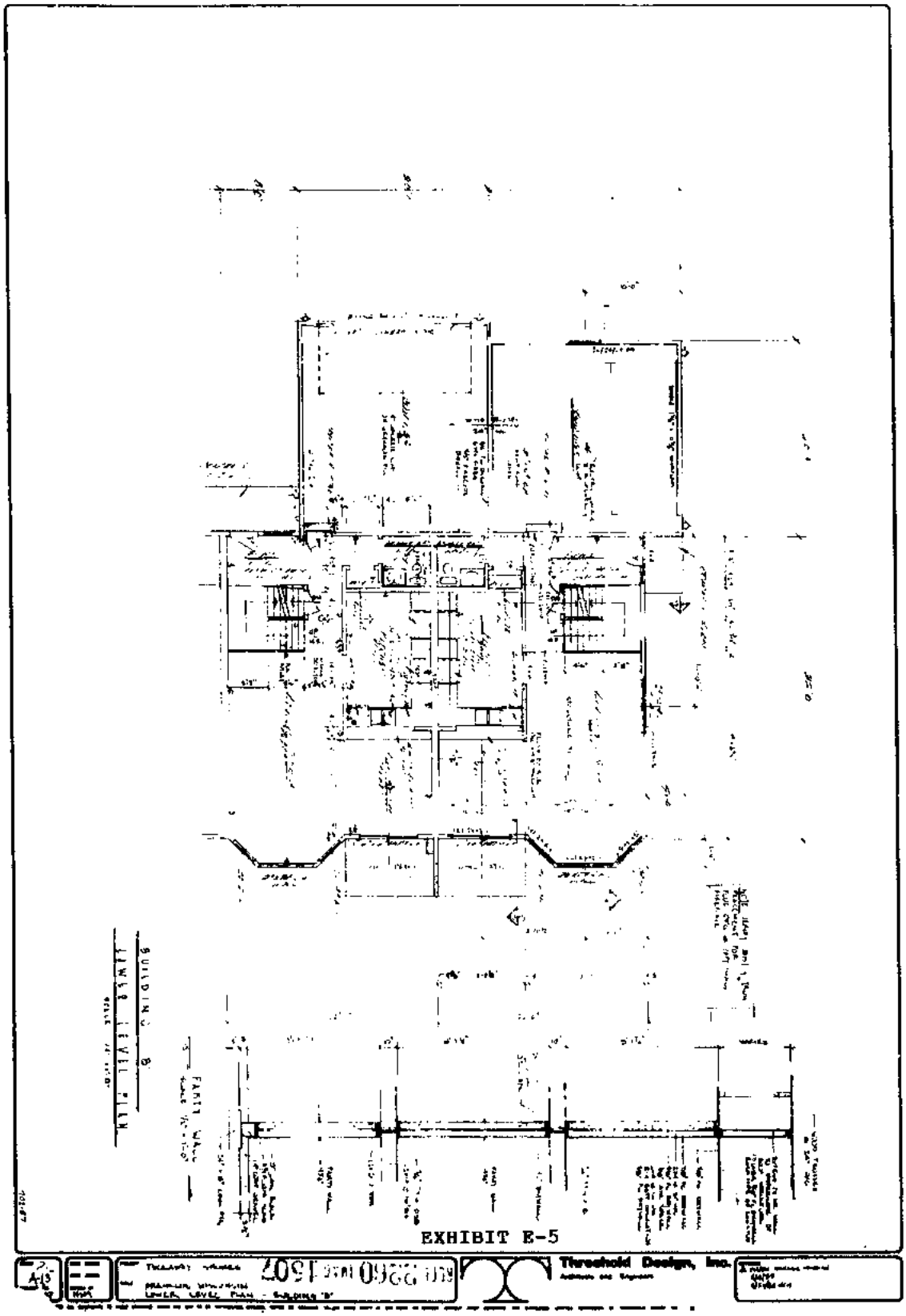


EXHIBIT E-5

POOR COPY PRESENTED FOR RECORDING

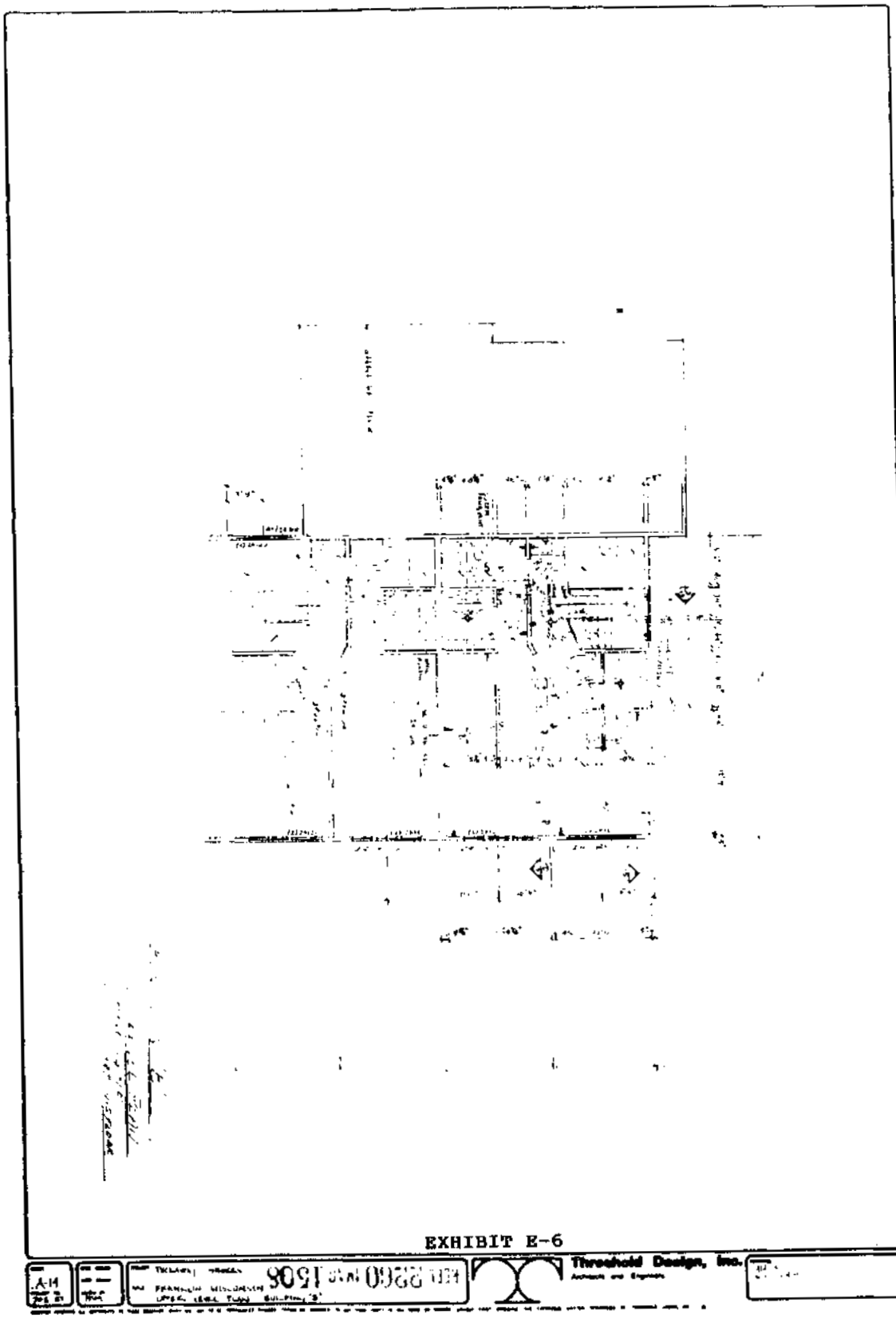


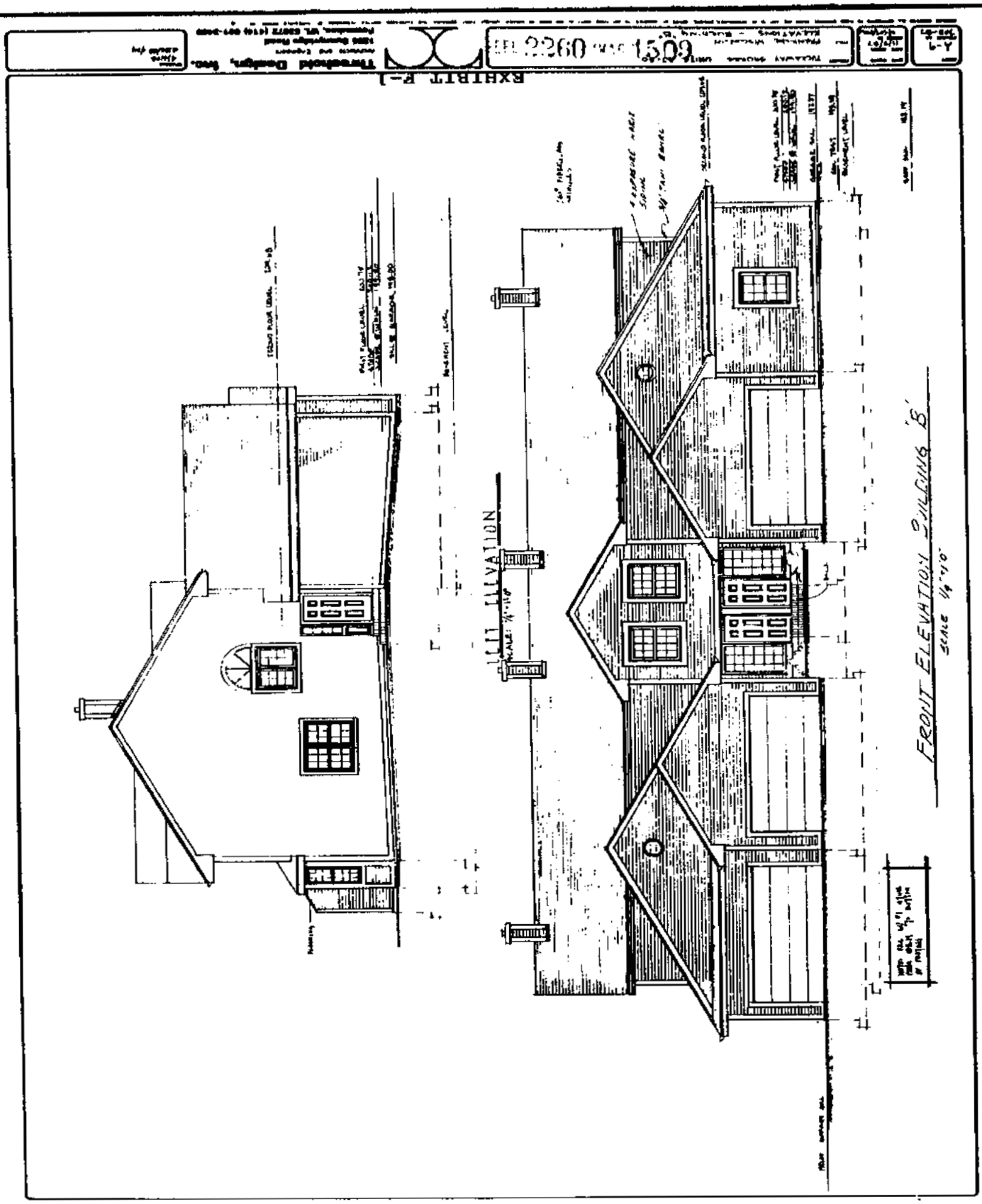
EXHIBIT E-6

Threshold Design, Inc.

POOR COPY PRESENTED FOR RECORDING

POOR COPY PRESENTED FOR RECORDING

Bldg #5
#37 - #40



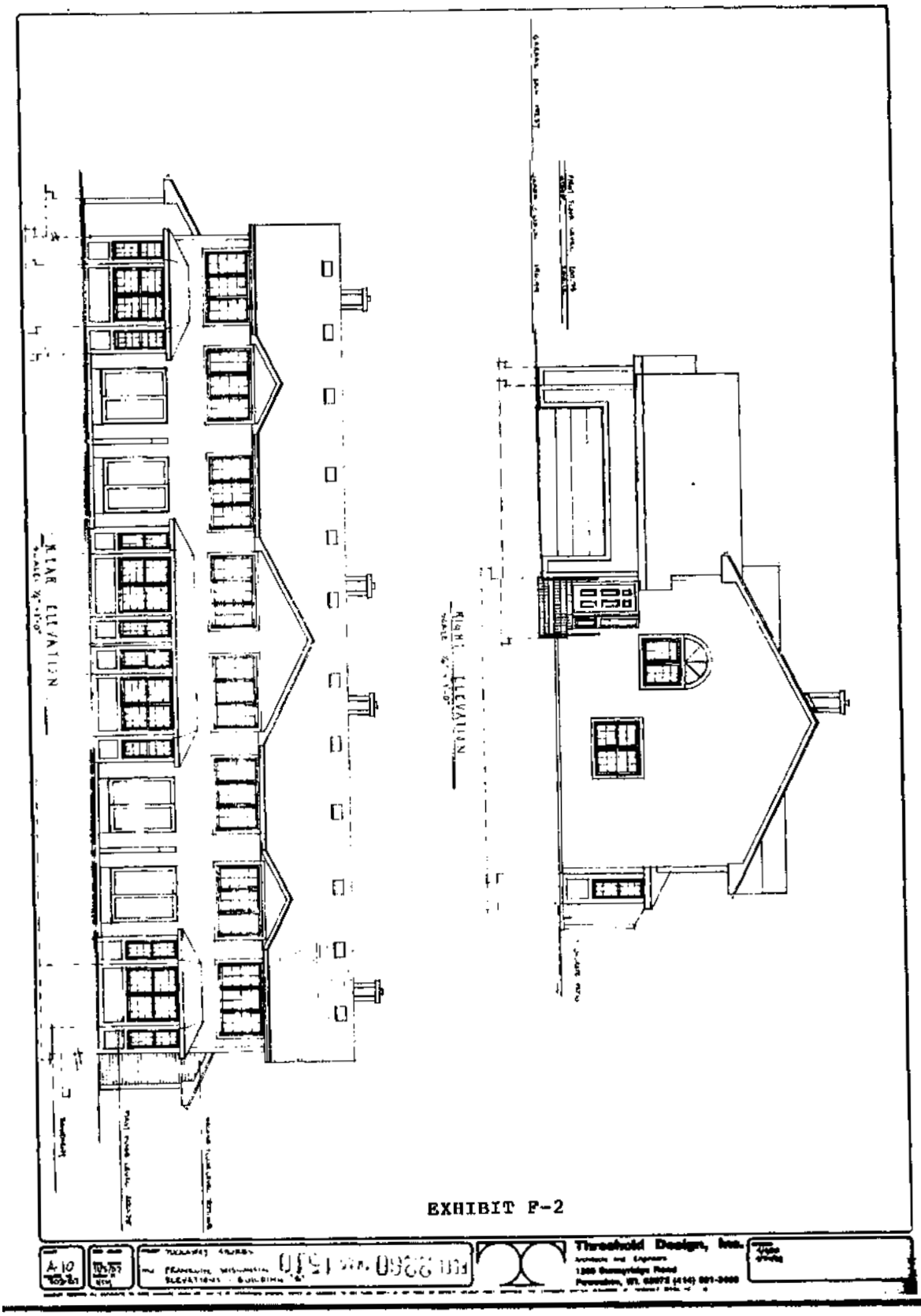
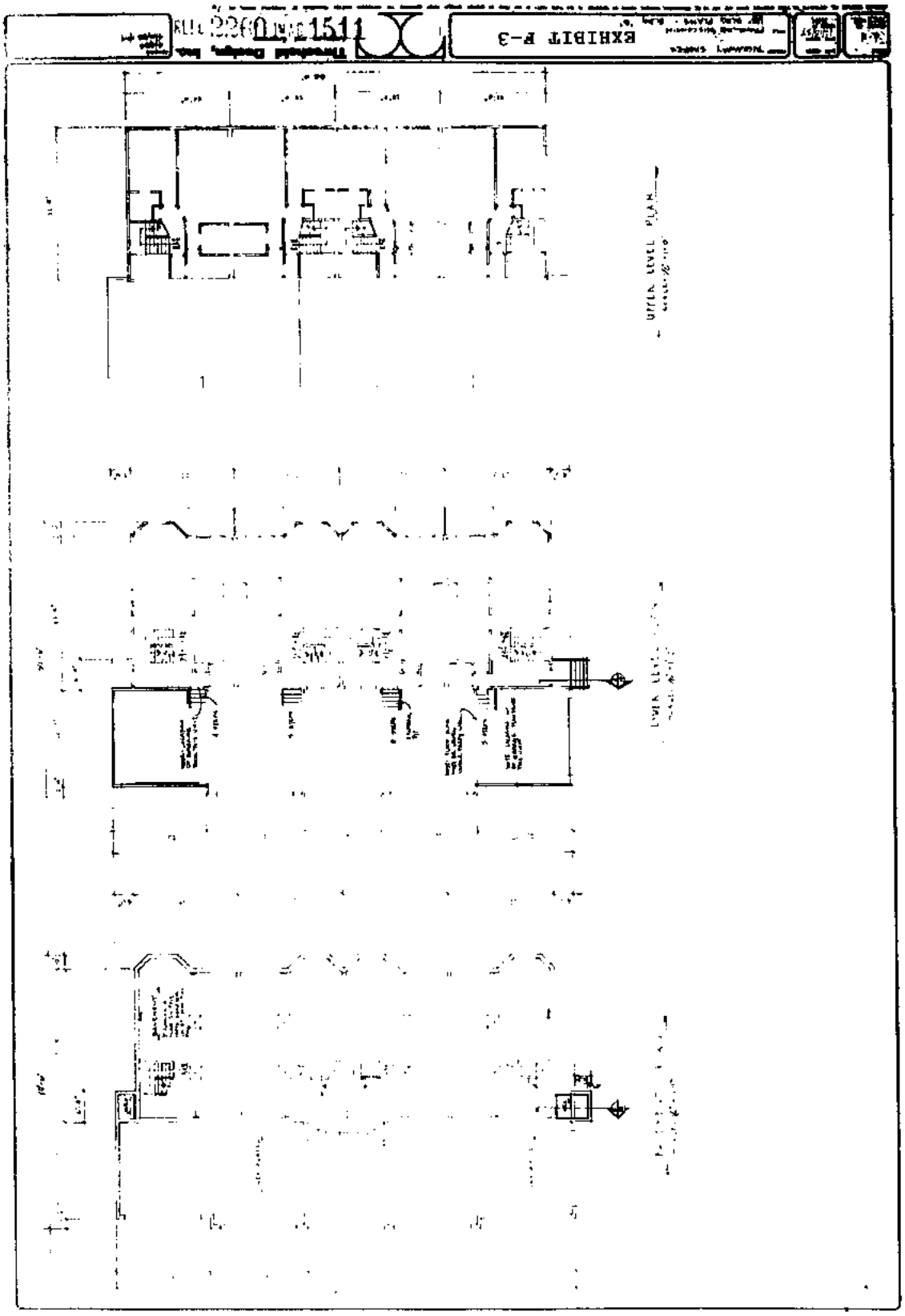


EXHIBIT F-2

POOR COPY PRESENTED FOR RECORDING

POOR COPY PRESENTED FOR RECORDING

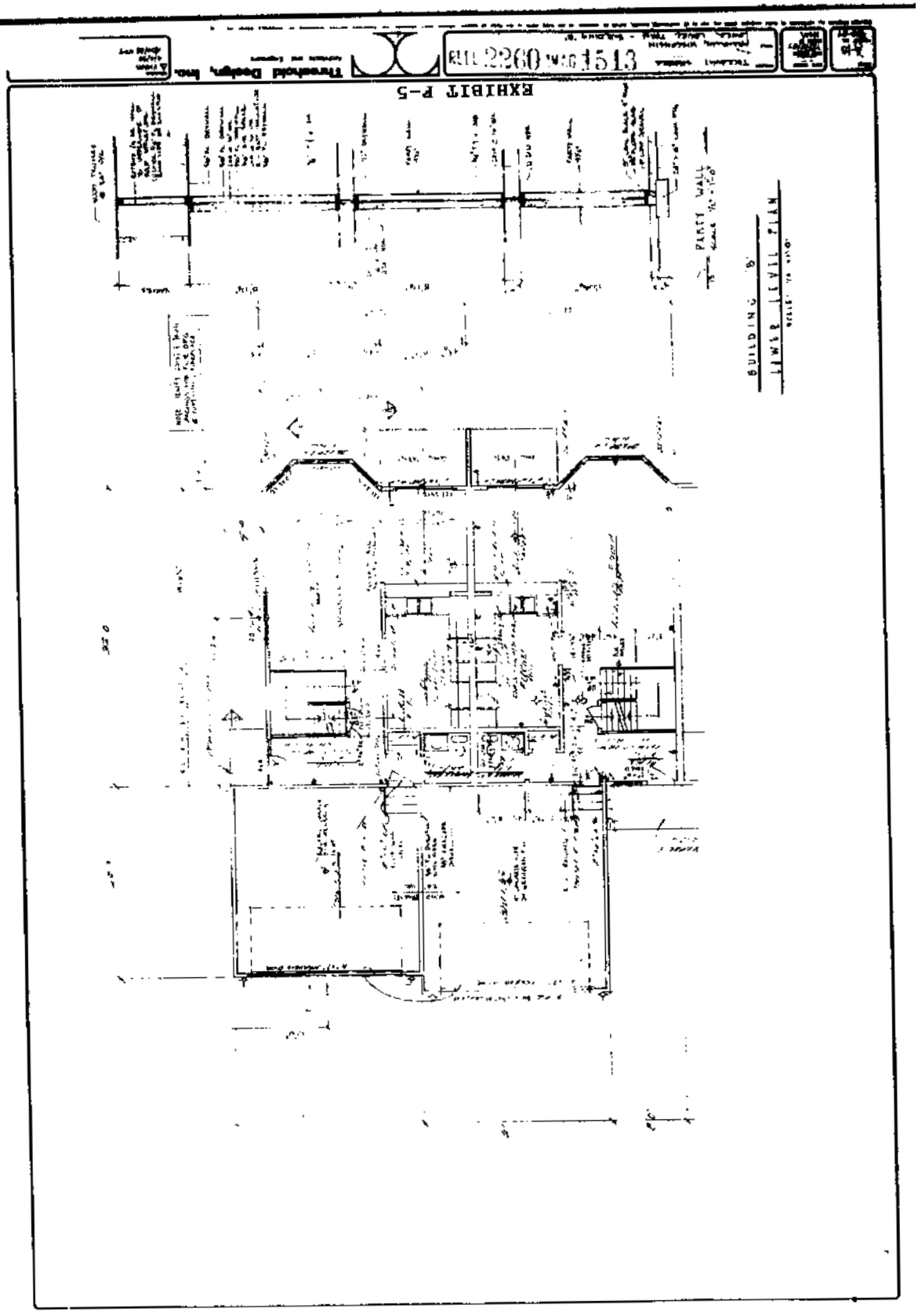
EXHIBIT P-3



POOR COPY PRESENTED FOR RECORDING

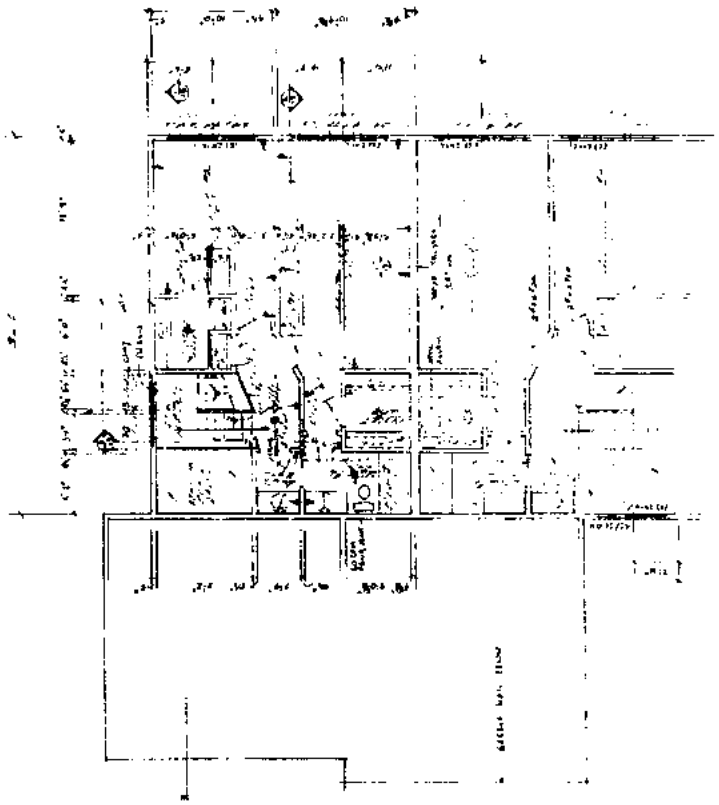
EXHIBIT P-4

POOR COPY PRESENTED FOR RECORDING



POOR COPY PRESENTED FOR RECORDING

EXHIBIT F-6



Tuckaway Shores Homeowner's Association, Inc.

Projected Annual Budget
Based Upon 115 Living Units

Utilities	$ 18,602.00
Snow Removal	8,473.00
Grounds Maintenance	24,205.00
Lake Care	3,629.00
Management/Administrative	13,110.00
Reserves - Insurance	18,160.00
- Capital Improvement	17,319.00
Estimated Total Budget	$103,498.00

Monthly Association Dues (Fees): $75.00

EXHIBIT G

are contained within the following Buildings:

Building 1:

8311 South 76th Street, 8313 South 76th Street, 8315 South 76th Street, and 8317 South 76th Street,

Building 2:

8319 South 76th Street, 8321 South 76th Street, 8323 South 76th Street, and 8325 South 76th Street.

Building 3:

8327 South 76th Street, 8329 South 76th Street, 8331 South 76th Street, and 8333 South 76th Street.

Building 4:

8335 South 76th Street, 8337 South 76th Street, 8339 South 76th Street, and 8341 South 76th Street.

Building 5:

8343 South 76th Street, 8345 South 76th Street, 8347 South 76th Street, and 8349 South 76th Street.

Each unit shall have a two car attached garage for its owners' use.

SECTION 2. UNIT DESCRIPTION: The boundaries of each living unit in these buildings shall have the same boundaries as described in Section 2, Article II, of the Declaration of Condominium Ownership for Tuckaway Shores Condominiums. Wooden decks on the second floor are constructed such that some of the boards extend from one Unit's deck to the adjacent Unit owner's

deck. In the event any of these commonly shared boards need repair, repainting or restaining, such that it is impossible to perform that work only on one Unit owner's deck, then, and only in that event, shall the cost incurred in performing that work shall be borne equally by the two Unit owners whose Units share the deck repaired. As described i Article II, Section 2 of the Declaration previously recorded, the concrete patios on ground level are included in the description of the Unit in this Phase.

ARTICLE IV

COMMON AND LIMITED COMMON AREAS

The Common and Limited Common areas as described in the Declaration of Condominiums for Tuckaway Shores apply to these buidings.

ARTICLE V

ASSESSMENTS

The Board of Directors shall establish the assessments against the owners of living units in the buildings constructed in this Phase Six in accordance with the Declaration of Condominium Ownership for Tuckaway Shores Condominiums.

ARTICLE VI

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

SECTION 1. MEMBERSHIP: Membership of unit owners in the Association is controlled by Article V of the Declaration.

SECTION 2. UNIT VALUE FOR VOTING: The interest for each Unit shall be 1/115th and shall serve as the basis in determining the voting interest of each Unit on all matters as more fully set forth in the Declaration.

IN WITNESS WHEREOF, TUCKAWAY SHORES CONDOMINIUMS, A JOINT VENTURE has caused this instrument to be signed this 29th day of September, 1988.

JOHN C. SCHLOSSER

LARRY GOAD

Signatures of John C. Schlosser
and Larry Goad authenticated
this 29th day of September, 1988

Richard W. Double,
Attorney at Law
Member of STATE BAR of Wisconsin

This document was drafted by and
should be returned to:
Richard W. Double
Attorney at Law
700 North Water Street
Milwaukee, Wisconsin 53202

6262877

REEL 2314 IMAGE 1262

REGISTER'S OFFICE
Milwaukee County, WI
RECORDED AT 2:15 PM M
MAR 27 1989
REEL 2314 IMAGE 1262 to 1331 Incl
REGISTER OF DEEDS

PHASE SEVEN SUPPLEMENT AND AMENDMENT TO DECLARATION OF CONDOMINIUM OF TUCKAWAY SHORES CONDOMINIUMS

THIS PHASE SEVEN SUPPLEMENT AND AMENDMENT, made and entered into this 7th day of March, 1989, by **TUCKAWAY SHORES CONDOMINIUMS, A JOINT VENTURE**, hereinafter referred to as "Declarant".

This Amendment to Declaration is hereby made and executed pursuant to the Declaration of Condominium Ownership for Tuckaway Shores Condominiums and the provisions of the Wisconsin Condominium Ownership Act, Chapter 703, Wisconsin Statutes.

6262877 #

RECORD 166.00

WITNESSETH

The Declaration of Condominium Ownership for Tuckaway Shores Condominium was duly recorded by the Declarant in the Office of Register of Deeds for Milwaukee County, Wisconsin on the 8th day of September, 1982, at Reel 1467, Images 1866 to 1918 inclusive, as Document No. 5562578 and by Corrective Amendments dated September 13, 1982 which was recorded on the 22nd day of September, 1982, at Reel 1470, Images 1383 to 1399 inclusive, as Document No. 5565098, and that Corrective Amendment dated the 20th day of December, 1983, which was recorded on the 21st day of December, 1983 as Document No. 5685660.

Pursuant to the provisions of that Declaration, Article I, Section 1, the Declarant desires to submit and subject additional real estate to that Declaration and to the Condominium Ownership

166.00

Master

Act, which real estate is a portion of the real estate which was described in Exhibit A attached to the Declaration, and;

The Declarant desires to amend the Declaration and to annex to the plan of condominium ownership, under all the provisions of that Declaration, the real estate hereinafter described which is a portion of the real estate described in Exhibit A attached to the Declaration, and;

The Declarant is the owner of the real estate referred to above and which is hereinafter described, and for the purposes set forth above, **DECLARES AS FOLLOWS:**

ARTICLE I

LEGAL DESCRIPTION OF REAL ESTATE

The real estate which is annexed to the plan of condominium ownership, under all of the provisions of the Declaration of Condominium Ownership for Tuckaway Shores Condominiums, and which is hereby subjected to the provisions of the Condominium Ownership Act, Chapter 703, Wisconsin Statutes, as provided in said Declaration, is legally described as follows:

> A tract of land in the Northeast 1/4 of the Southeast 1/4 of Section 16, Town 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin, bounded and described as follows:
>
> Commence at the East 1/4 corner of said Section; Thence South 00 degrees 32 minutes 43 seconds East for a distance of 255.00 feet, along the East line of said 1/4 Section, to a point; Thence South 89 degrees, 27 minutes seventeen seconds West, for a distance of 60.00 feet, to a point in the West Right-of-Way line of South 76th

Street; Thence South 00 degrees, 32 minutes 45 seconds East, for a distance of 382.02 feet, along said West line, to the point of beginning; Thence South 00 degrees 32 minutes 45 seconds East, for a distance of 369.52 feet, along said West line to a point; Thence North 80 degrees 30 minutes 00 seconds West, for a distance of 209.68 feet, to a point; Thence North 38 degrees 00 minutes 00 seconds West, for a distance of 118.20 feet, to a point; Thence South 52 degrees 00 minutes 00 seconds West, for a distance of 235.14 feet, to a point; Thence South 88 degrees 33 minutes 24 seconds West, for a distance of 229.13 feet, to a point; Thence North 01 degree 26 minutes 36 seconds West, for a distance of 283.18 feet, to a point; Thence North 35 degrees 53 minutes 58 seconds East, for a distance of 43.90 feet, to a point; Thence South 64 degrees 00 minutes 00 seconds East, for a distance of 214.19 feet, to a point; Thence North 46 degrees 20 minutes 00 seconds East, for a distance of 120.00 feet, to a point; Thence North 16 degrees 45 minutes 00 seconds East, for a distance of 100.00 feet, to a point; Thence North 00 degrees 30 minutes 00 seconds East, for a distance of 97.85 feet, to a point; Thence South 77 degrees 50 minutes 21 seconds East, for a distance of 252.53 feet, to a point; Thence South 14 degrees 10 minutes 59 seconds East, for a distance of 58.48 feet, to a point; Thence North 89 degrees 27 minutes 15 seconds East, for a distance of 101.62, to the point of beginning.

Together with and subject to covenants, easements and restrictions of record.

Declarant specifically reserves the right to grant utility easements over this parcel of real estate subsequent to the recordation of this document.

ARTICLE II

RESIDENTIAL BUILDINGS IN PHASE SEVEN

The residential buildings constructed on the above-described real estate in this Phase Seven Supplement and Amendment are nine (9) buildings, described as Buildings Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Elevent (11), Twelve (12), Thirteen (13)

and Fourteen (14). Buildings Six (6) and Twelve (12) each have two (2) units and the other buidings each have four (4) units. These buildings are of generally comparable quality and their design is compatible to the existing buildings currently located on the condominium property before the annexation of Phase Six (6) and these buildings are comparable in both quality and design to those contained in Phase Six (6). As disclosed in Article II of the Declaration previously recorded, surface parking was provided for the Units constructed in the Phases constructed prior to Phase Six, and this Phase, because those Units had only a one car garage. Since the Units constructed with this Phase have two car garages, surface parking is not provided for owners of these Units. Complete construction details are contained in the working plans and drawings available for inspection at the office of the Declarant or Declarant's builder. The buildings are located as designated on the copy of the Condominium Plat which is attached hereto as Exhibit A-1 AND A-2. The Declarant reserves the right to change the type of any unit prior to or during construction, regardless of the initial designation of such type on the Exhibits attached hereto. Exhibits B-1, B-2, B-3, B-4, and B-5 are the building plans, subject to revision during construction, for Building Six (6); Exhibits C-1, C-2, C-3, C-4, C-5 and C-6 are the building plans, subject to revision during construction, for Building Seven (7); Exhibits D-1, D-2, D-3, D-4, D-5 and D-6 are the building plans,

subject to revision during construction, for Building Eight (8); Exhibits E-1, E-2, E-3, E-4, E-5 and E-6 are the building plans, subject to revision during construction, for Building Nine (9); Exhibits F-1, F-2, F-3, F-4, F-5 and F-6 are the building plans, subject to revision during construction, for Building Ten (10); Exhibits G-1, G-2, G-3, G-4, G-5 and G-6 are the building plans, subject to revision during construction, for Building Eleven (11); Exhibits H-1, H-2, H-3, H-4, and H-5 are the building plans, subject to revision during construction, for Building Twelve (12); Exhibits I-1, I-2, I-3, I-4, I-5 and I-6 are the building plans, subject to revision during construction, for Building Thirteen (13); Exhibits J-1, J-2, J-3, J-4, J-5 and J-6 are the building plans, subject to revision during construction, for Building Fourteen (14).

The estimated Budget based upon one hunded fourty-seven (147) units is attached hereto and marked as Exhibit K.

ARTICLE III

UNITS

SECTION 1. UNIT IDENTIFICATION: Each living unit shall be specifically designated by its unit number. The following Units are contained within the following Buildings:

Building 6:	8351 South 76th Street
	8353 South 76th Street
Building 7:	8355 South 76th Street
	8357 South 76th Street
	8359 South 76th Street
	8361 South 76th Street

Building 8:	8363 South 76th Street
	8365 South 76th Street
	8367 South 76th Street
	8369 South 76th Street
Building 9:	8401 South 76th Street
	8403 South 76th Street
	8405 South 76th Street
	8407 South 76th Street
Building 10:	8409 South 76th Street
	8411 South 76th Street
	8413 South 76th Street
	8415 South 76th Street
Building 11:	8417 South 76th Street
	8419 South 76th Street
	8421 South 76th Street
	8423 South 76th Street
Building 12:	8425 South 76th Street
	8427 South 76th Street
Building 13:	8429 South 76th Street
	8431 South 76th Street
	8433 South 76th Street
	8435 South 76th Street
Building 14:	8453 South 76th Street
	8455 South 76th Street
	8457 South 76th Street
	8459 South 76th Street

Each unit shall have a two car attached garage for its owners' use.

SECTION 2. UNIT DESCRIPTION: The boundaries of each living unit in these buildings shall have the same boundaries as described in Section 2, Article II, of the Declaration of Condominium Ownership for Tuckaway Shores Condominiums. Wooden decks on the second floor are constructed such that some of the

boards extend from one Unit's deck to the adjacent Unit owner's deck. In the event any of these commonly shared boards need repair, repainting or restaining, such that it is impossible to perform that work only on one Unit owner's deck, then, and only in that event, shall the cost incurred in performing that work shall be borne equally by the two Unit owners whose Units share the deck repaired. As described in Article II, Section 2 of the Declaration previously recorded, the concrete patios on ground level are included in the description of the Unit in this Phase.

ARTICLE IV

COMMON AND LIMITED COMMON AREAS

The Common and Limited Common areas as described in the Declaration of Condominiums for Tuckaway Shores apply to these buidings.

ARTICLE V

ASSESSMENTS

The Board of Directors shall establish the assessments against the owners of living units in the buildings constructed in this Phase Seven in accordance with the Declaration of Condominium Ownership for Tuckaway Shores Condominiums.

ARTICLE VI

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

SECTION 1. MEMBERSHIP: Membership of unit owners in the Association is controlled by Article V of the Declaration.

SECTION 2. UNIT VALUE FOR VOTING: The interest for each Unit shall be 1/147th and shall serve as the basis in determining the voting interest of each Unit on all matters as more fully set forth in the Declaration.

ARTICLE VII

OTHER AMENDMENTS

Pursuant to proper notice, a meeting of the Tuckaway Shores Homeowners' Association was held on the 9th day of August, 1988 at which time vote was taken to adopt a certain amendment to the the By-Laws of Tuckaway Shores. The following amendment was adopted at that time:

Article III, Section 1 of the By-Laws of Tuckaway Shores Homeowners' Association, Inc., was amended so that it shall read as follows:

Section 1. **ANNUAL MEETINGS.** The first annual meeting of the members shall be held within one (1) year from the date of recording the Declaration, and subsequent annual meetings of members shall be held during the 2nd week of the month of October each year thereafter. Said day shall be chosen by the Board of Directors. The purpose of each annual meeting of the members shall be for the election of Directors and the transaction of such other business as may be properly brought before the meeting.

Pursuant to proper notice, a meeting of the Tuckaway Shores Homeowners' Association was held on the 11th day of October, 1988, at which time vote was taken to adopt a certain amendments to the Declaration of Condominium Ownership for Tuckaway Shores Condominiums and to the By-Laws of Tuckaway Shores. The

following amendments were adopted at that time:

AMENDMENTS TO THE DECLARATION OF CONDOMINIUMS:

Article VII, Section 9 of the Declaration was amended so that it shall read as follows:

Section 9. **DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS:** The annual assessments provided for hearein shall commence as to all units on the first day of the month following the conveyance of the first unit by the Declarant. The first annual assessment shall be adjusted according to the number of months then remaining in that calendar year. The Board of Directors shall fix the amount of the annual assessments against each unit at least fifteen (15) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors. The association shall, upon demand, and for reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified unit have been paid, as set forth in Section 5 above.

Article VII, Section 11 of the Declaration was amended so that it shall read as follows:

Section 11. **EFFECT OF NONPAYMENT OF ASSESSMENTS. ASSOCIATION REMEDIES:** Any assessment not paid within fifteen (15) days after the due date, shall be controlled by the By-Laws, Article X.

No Unit owner who is more than thirty (30) days delinquent in the payment of his assessment shall be entitled to vote at any regular or special meeting of the unit owners.

AMENDMENTS TO THE BY-LAWS OF TUCKAWAY SHORES:

Article VI, Section 2(c)(1) and (2) and 2(d) of the By-Laws were amended so that they shall read as follows:

c. As provided in the Declaration:

1. Set the amount of annual assessment against each

unit at least fifteen (15) days in advance of each annual assessment;

2. To send written notice of each assessment to every unit owner subject thereto at least ten (10) days in advance of each annual assessment;

d. To issue upon demand, a certificate setting forth whether or not any assessments are outstanding against any unit. A reasonable charge may be made by the Board of Directors through the designated agent for the issuance of this certificate, which charge shall never be less than Twenty-five Dollars ($25.00) per letter.

Article X of the By-Laws is amended so that it shall read as follows:

ASSESSMENTS

As more fully described in the Declaration, each member is obligated to pay to the Association, annual and special assessments which are secured by a continuing lien upon the property upon which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within fifteen (15) days after the due date, the assessment shall bear liquidated damage assessments from the date of delinquency as may be set by the Board of Directors, and the Board of Directors may bring such action against an owner as they deem necessary or as may be required to collect same, including foreclosing a lien against such a property, plus costs and reasonable attorney's fees for any such action commenced, which fees shall also constitute a lien against the property. No ower may waive or otherwise escape the liability for these assessments except as provided in Article VII of the Declaration.

All payments on account, shall be first applied to the liquidated damage assessment, if any, and then to the assessment payment first due. No unit owner who is more than thirty (30) days delinquent in the payment of his assessment shall be entitled to vote at any regular or special meeting of the unit owners.

All monthly assessments are due the 1st day of each month becoming delinquent if not deposited at the bank by the 15th day. Liquidated damage assessments in the amount of $10.00, or as may be designated by the Board, will be applied on the 16th day. All payments on account less than full payment, including the liquidated damage assessment,

will necessitate another penalty.

IN WITNESS WHEREOF, TUCKAWAY SHORES CONDOMINIUMS, A JOINT VENTURE has caused this instrument to be signed this 7th day of March, 1989.

THOMAS R. PERZ

LARRY GOAD

Signatures of Thomas R. Perz and Larry Goad authenticated this 7th day of March, 1989.

Richard W. Double,
Attorney at Law
Title: Member State Bar of Wisconsin

This document was drafted by and should be returned to:
Richard W. Double
Attorney at Law
700 North Water Street
Milwaukee, Wisconsin 53202

EXHIBIT A

CONDOMINIUM PLAT
FOR PHASE VII

TUCKAWAY SHORES CONDOMINIUMS
ADDITION NO. 5

BEING A PART OF THE NE 1/4 OF THE SE 1/4 OF SECTION 16, T 5 N, R 21 E, IN THE CITY OF FRANKLIN, COUNTY OF MILWAUKEE, STATE OF WISCONSIN.

50 0 50 100 150
GRAPHIC SCALE - 1" = 50'

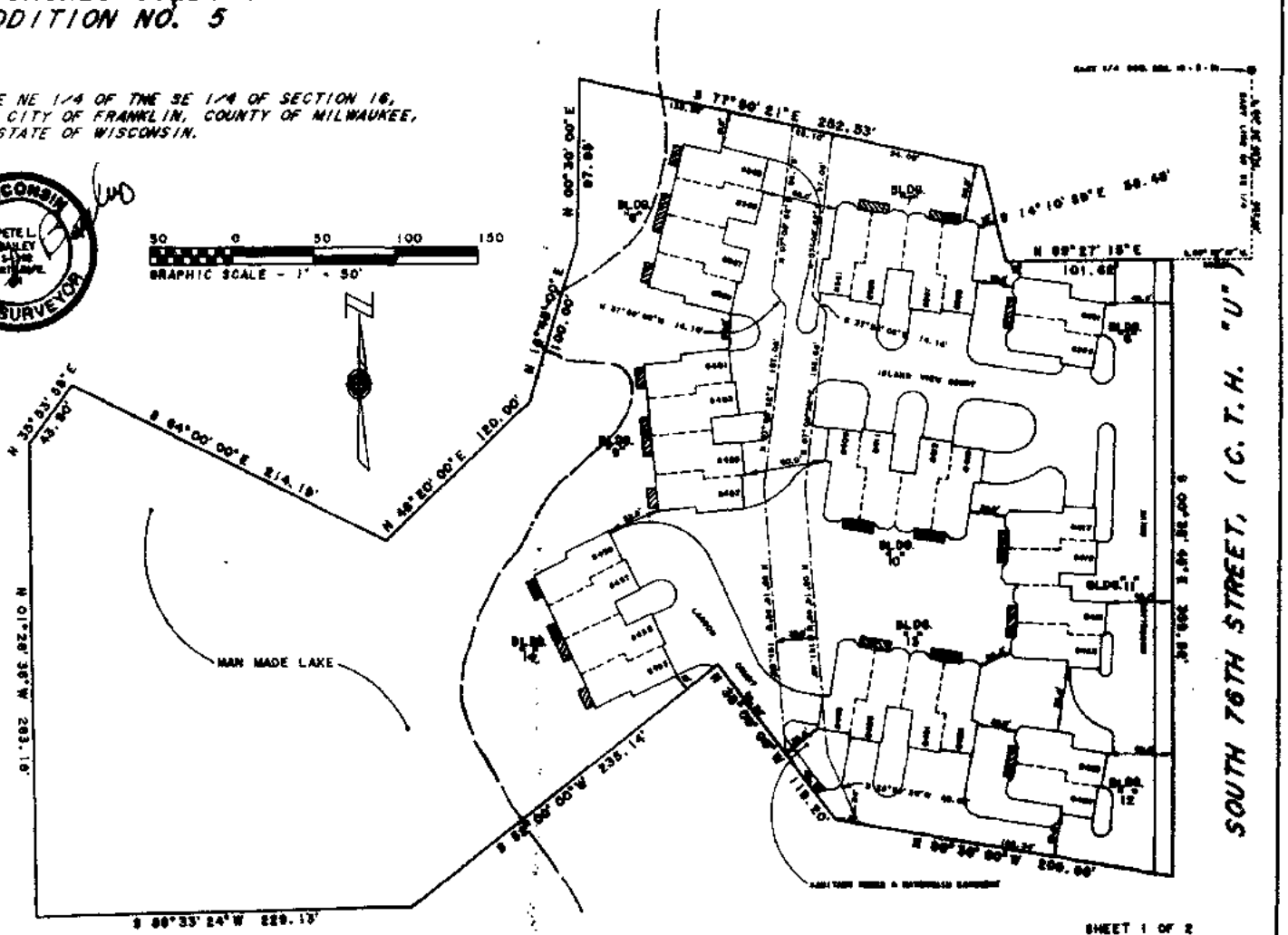
PREPARED BY:

AMERICAN SURVEYING COMPANY, INC.
11301 NYENRAT CT. SOUTH CAPE
FRANKSVILLE, WISCONSIN 53126
(414) 835-0774

NOTES:

(000) DENOTES UNIT NUMBER AND STREET ADDRESS AS ASSIGNED ARE SOUTH 76TH STREET

DENOTES PATIO AREA



SHEET 1 OF 2

EXHIBIT A-1

REC. 0311 IMG 1274

TUCKAWAY SHORES CONDOMINIUMS
ADDITION NO. 5
CITY OF FRANKLIN, COUNTY OF MILWAUKEE
STATE OF WISCONSIN

SURVEYOR'S CERTIFICATE:

STATE OF WISCONSIN)
RACINE COUNTY)

I, PETE L. BAILEY, Registered Land Surveyor, do hereby certify:

THAT I have surveyed the property described and that this survey is an accurate representation of the exterior boundary lines and the location of th buildings on said property. This plat is a correct representation of TUCKAWAY SHORES CONDOMINIUM ADDITION NO. 5, and the identification and location of each unit and common area can be determined from the plat. This surveyor makes on certification as to the accuracy of the diagrammical floor plans of the condominium buildings and units contained in the condominium plat or the approximate dimensions of the floor area thereof.

Dated this 25th day of January, 1989.

Pete L Bailey
AMERICAN SURVEYING COMPANY, INC.
PETE L. BAILEY, RLS NO. 1398

WISCONSIN
PETE L. BAILEY
S-1398
RACINE, WIS.
LAND SURVEYOR

LEGAL DESCRIPTION

A TRACT OF LAND IN THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 16, TOWN 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, COUNTY OF MILWAUKEE, STATE OF WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCE AT THE EAST 1/4 CORNER OF SAID SECTION; Thence S 00°32'43" E, for a distance of 255.00 feet, along the East line of said 1/4 Section, to a point; Thence S 89°27'17" W, for a distance of 60.00 feet, to a point in the West Right-of-Way line of South 76th Street; Thence S 00°32'45" E, for a distance of 382.02 feet, along said West line, to the point of beginning; Thence S 00° 32'45" E, for a distance of 369.52 feet, along said West line to a point; Thence N 80°30'00" W, for a distance of 209.68 feet, to a point; Thence N 38°00'00" W, for a distance of 118.20 feet, to a point; Thence S 52°00'00" W, for a distance of 235.14 feet, to a point; Thence S 88°33'24" W, for a distance of 229.13 feet, to a point; Thence N 01°26'36" W, for a distance of 283.18 feet, to a point; Thence N 35°53'58" E, for a distance of 43.90 feet, to a point; Thence S 64°00'00" E, for a distance of 214.19 feet, to a point; Thence N 46°20'00" E, for a distance of 120.00 feet, to a point; Thence N 16°45'00" E, for a distance of 100.00 feet, to a point; Thence N 00°30'00" E, for a distance of 97.85 feet, to a point; Thence S 77°50'21" E, for a distance of 252.53 feet, to a point; Thence S 14°10'59" E, for a distance of 58.48 feet, to a point; Thence N 89°27'15" E, for a distance of 101.62 feet, to the point of beginning.

Together with and subject to covenants, easements, and restrictions of record.

Said property contains 5.1769 acres more or less.

SHEET 2 OF 2

EXHIBIT A-2

REC'D 2311 PAGE 1275

EXHIBIT B

BUILDING PLANS FOR

BUILDING 6

EXHIBIT B-1

REC 2814 IMG 1277

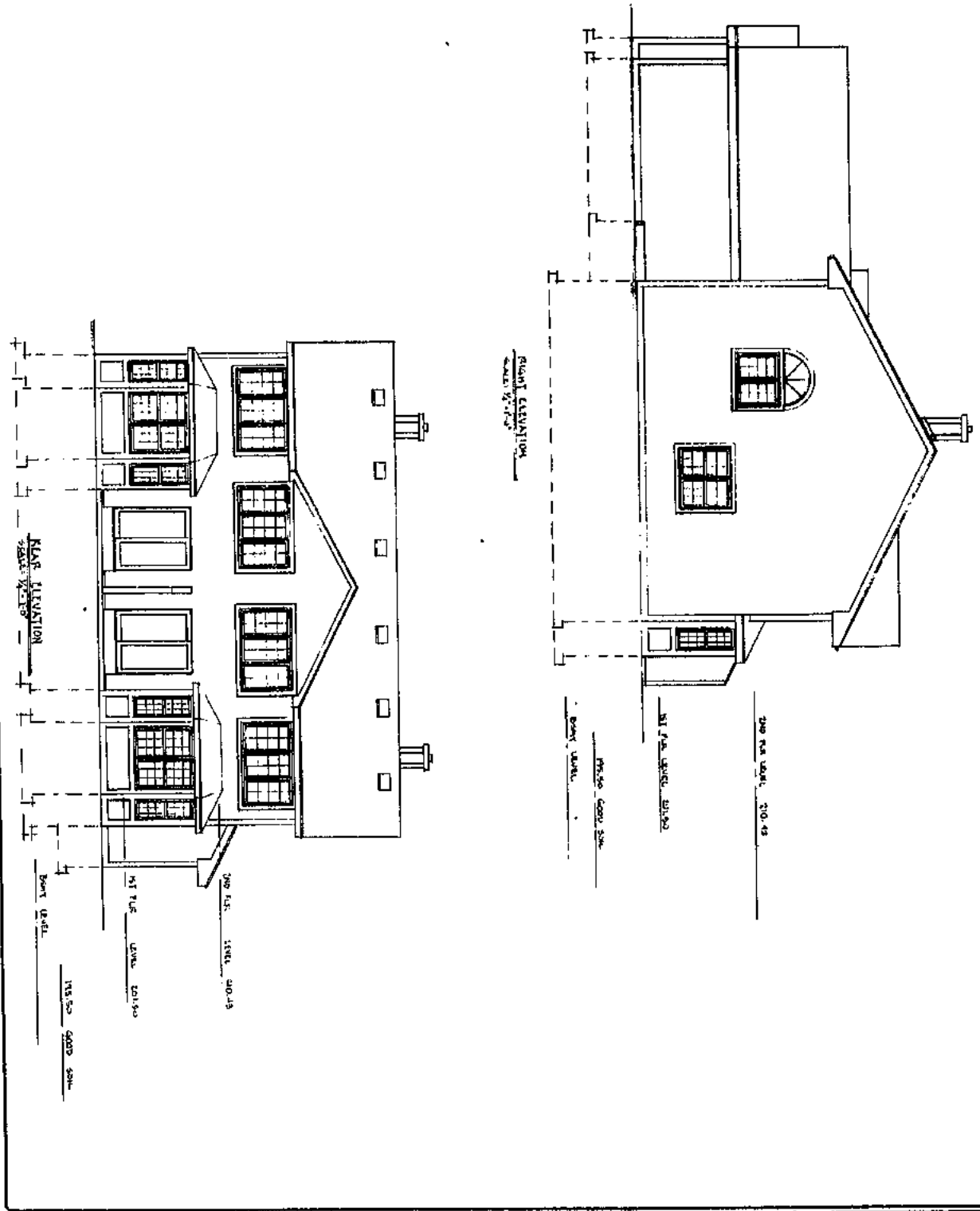
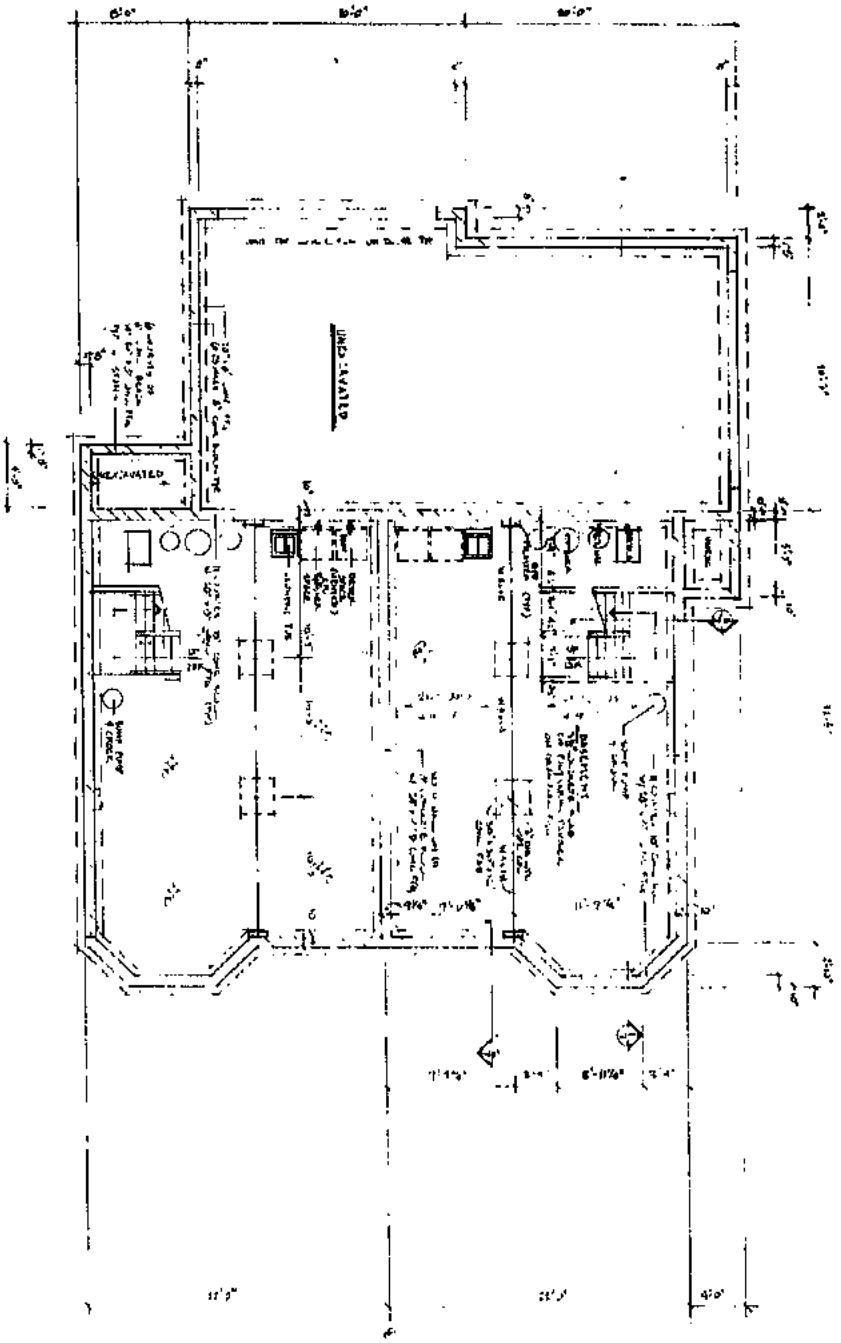

TUKAWAY SHORES - BUILDING "C"
FRANKLIN, WISCONSIN
ELEVATIONS
Threshold Design, Inc.
Architects and Engineers
1586 Sunnyridge Road
Pewaukee, WI. 53072 (414) 691-3400
A-3

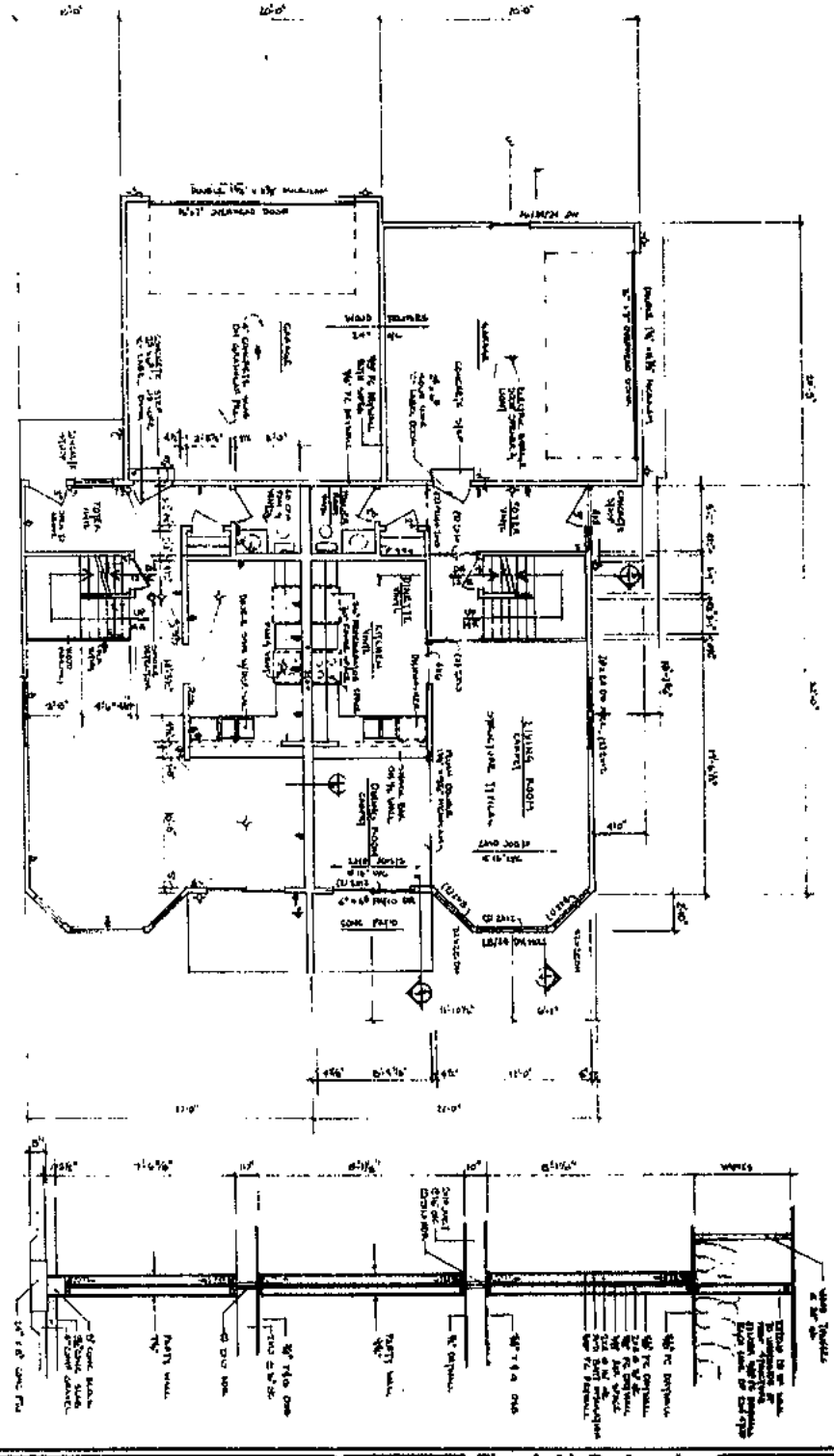
EXHIBIT B-2



BUILDING G
BASEMENT PLAN
SCALE: 1/4" = 1'-0"

Threshold Design, Inc.
Architects and Engineers

EXHIBIT B-3



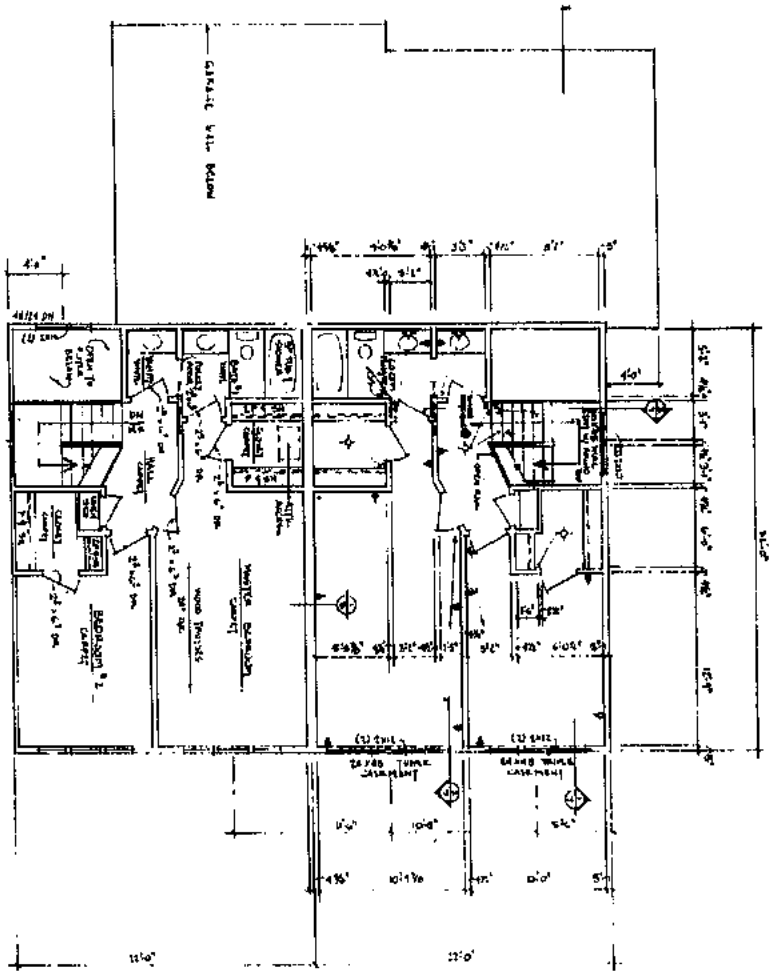
LOWER LEVEL PLAN

PARTY WALL

	TUCKAWAY SHORES BUILDING "C"	Threshold Design, Inc.
	FRANKLIN, WISCONSIN	Architects and Engineers
	LOWER LEVEL PLAN	1286 Bunnyridge Road
		Pewaukee, WI. 53072 (414) 691-3400

EXHIBIT B-4

REEL 2314 IMG 1280



PROJECT: TUCKAWAY SHORES BUILDING "C"
FRANKLIN, WISCONSIN
UPPER LEVEL PLAN

Threshold Design, Inc.
Architects and Engineers
1306 Sunnyridge Road
Pewaukee, WI. 53072 (414) 691-3409

EXHIBIT B-5

EXHIBIT C

BUILDING PLANS FOR

BUILDING 7

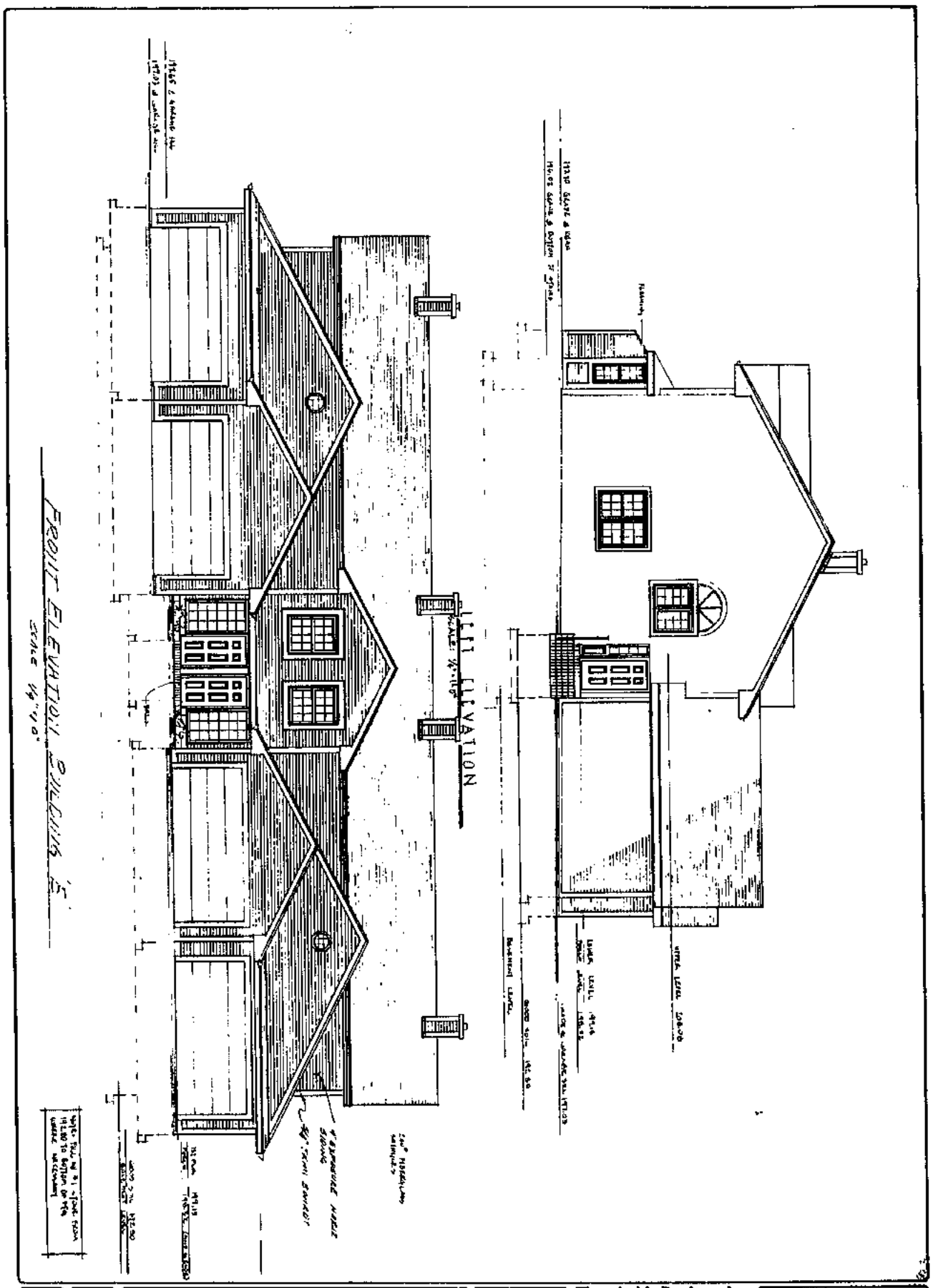
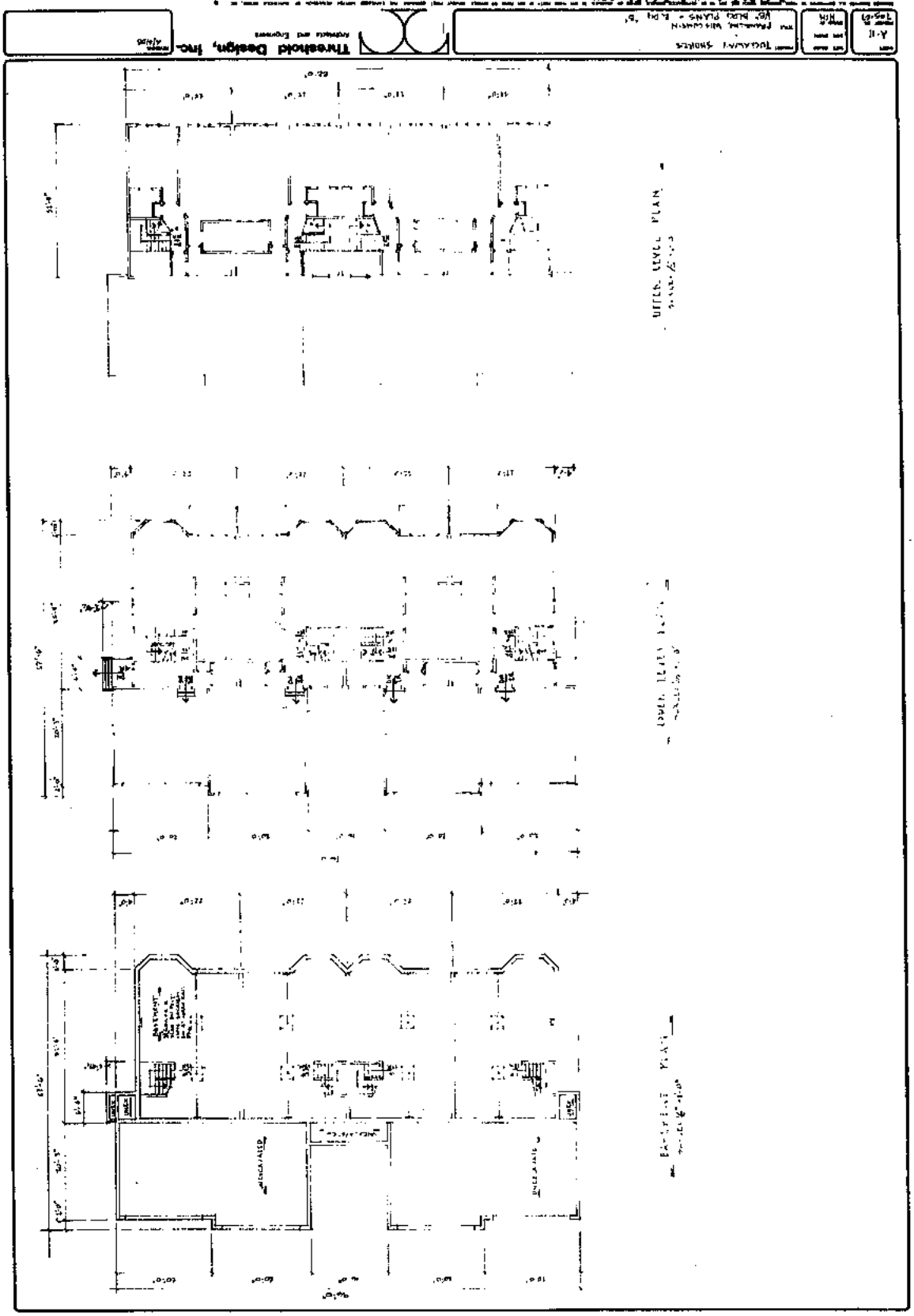


EXHIBIT C-1

REC'D 2314 IMG 1283

POOR COPY PRESENTED FOR RECORDING

EXHIBIT C-3



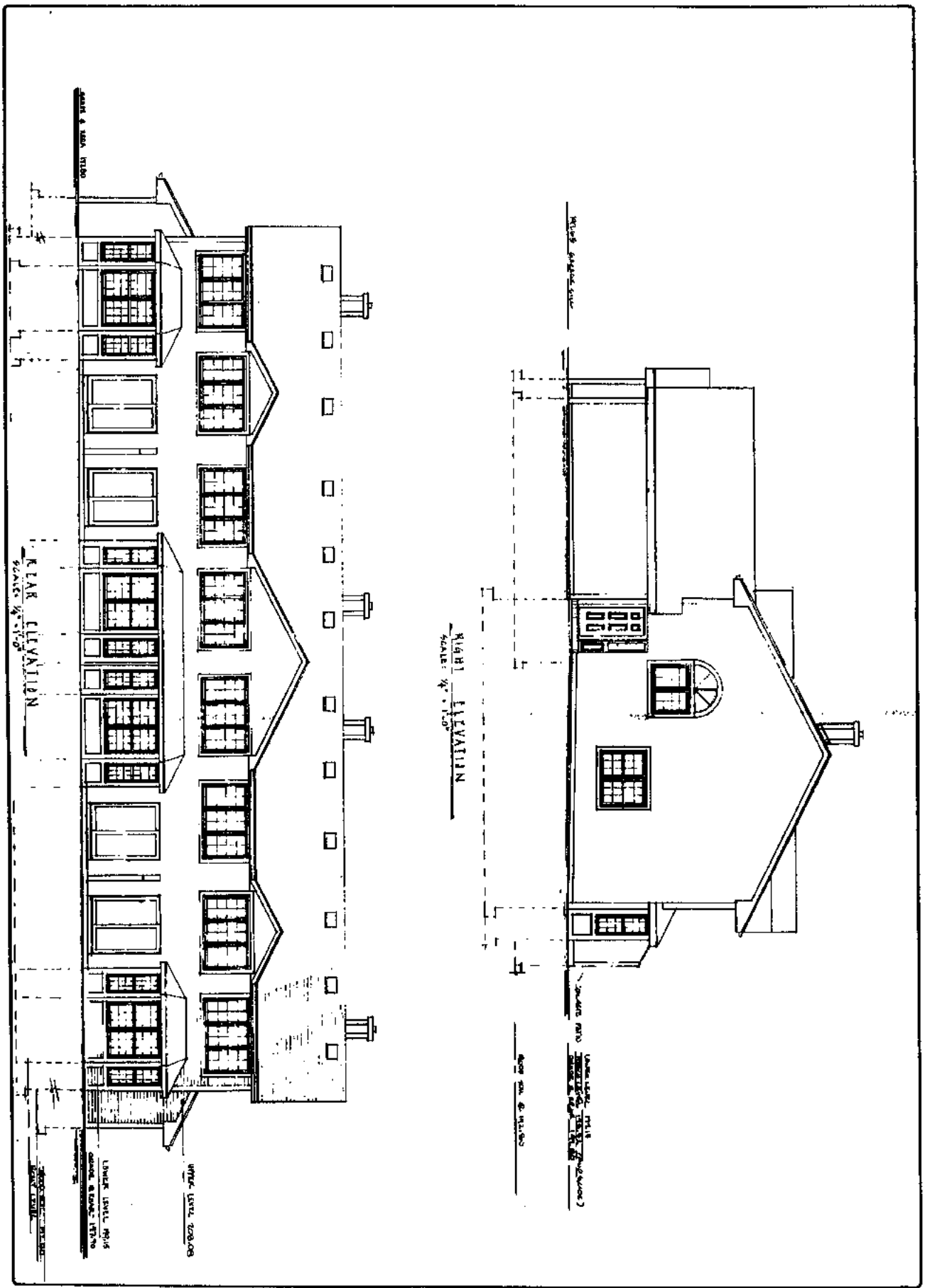
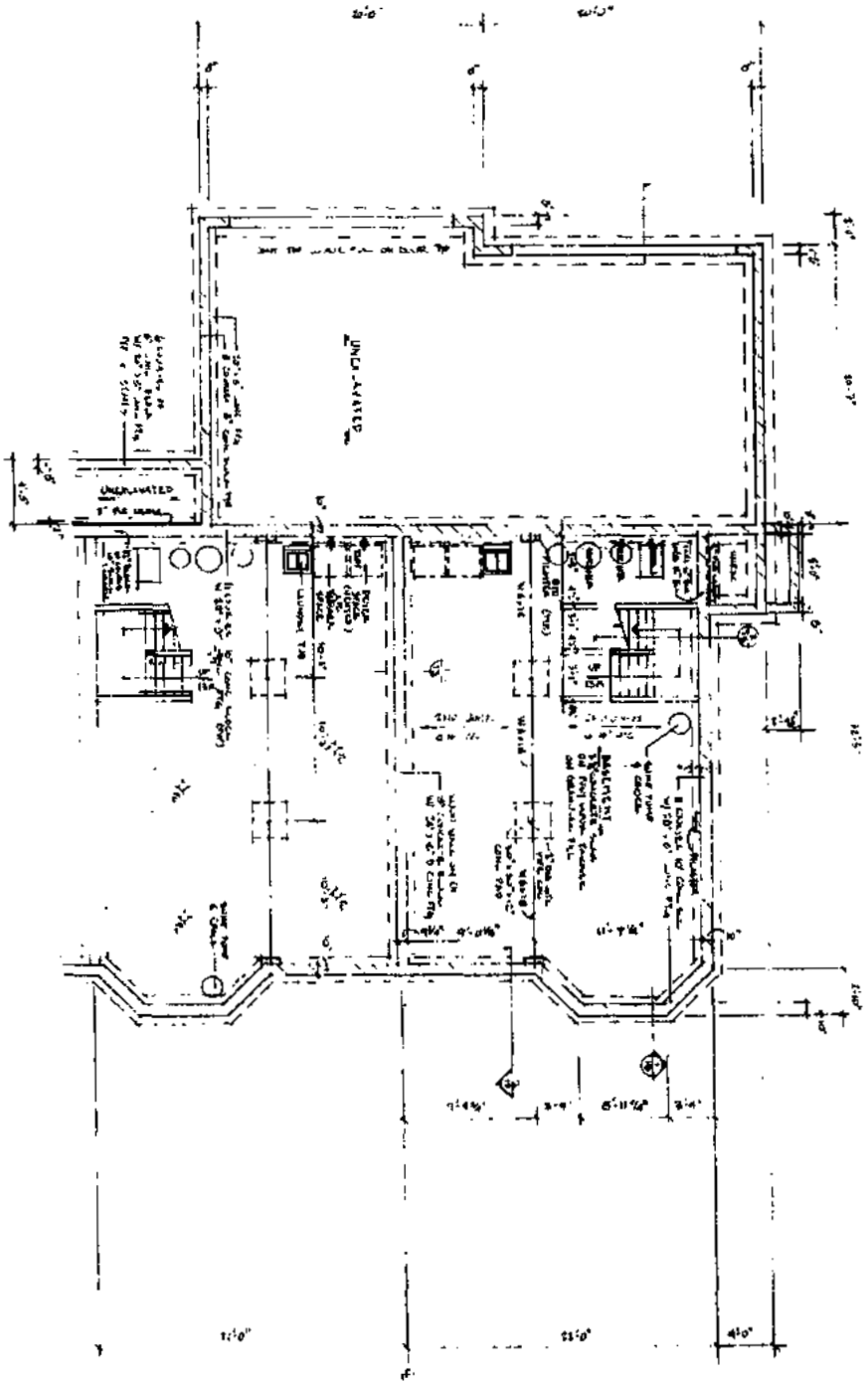

REAR ELEVATION
SCALE: 1/4"=1'-0"
RIGHT ELEVATION
SCALE: 1/4"=1'-0"
Threshold Design, Inc.
Architects and Engineers
1285 Sunnyridge Road
Pewaukee, WI. 53072 (414) 691-3400
FRANKLIN, WISCONSIN
ELEVATIONS - BUILDING "B"

EXHIBIT C-2



BUILDING "B"
BASEMENT PLAN
SCALE: 1/4" = 1'-0"

A-12 709-57	8/5/57	TUCKAWAY SHORES FRANKLIN, WISCONSIN BASEMENT PLAN - BUILDING "B"	Threshold Design, Inc. Architects and Engineers

REC 2814 IMG 1286

EXHIBIT C-4

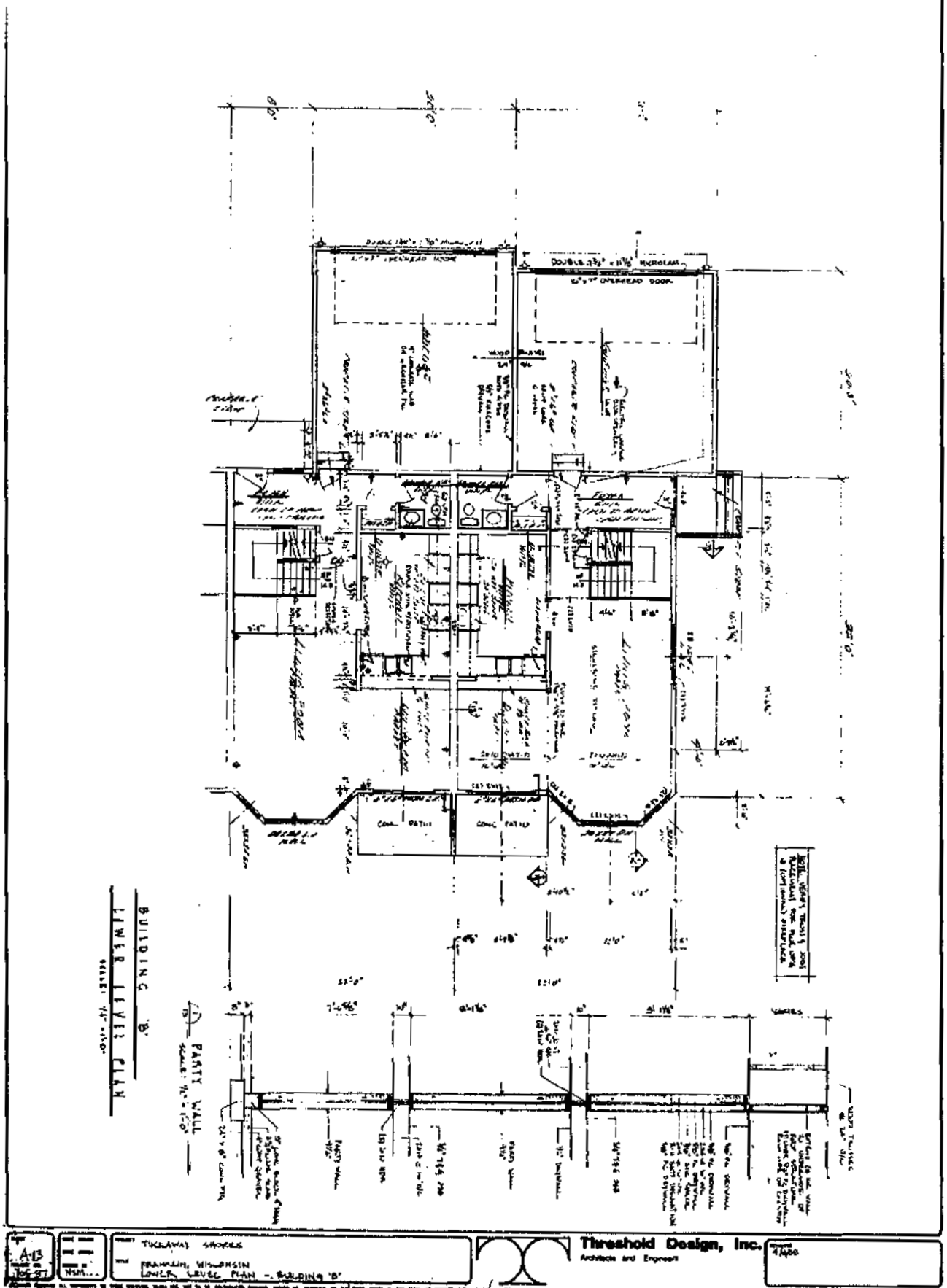
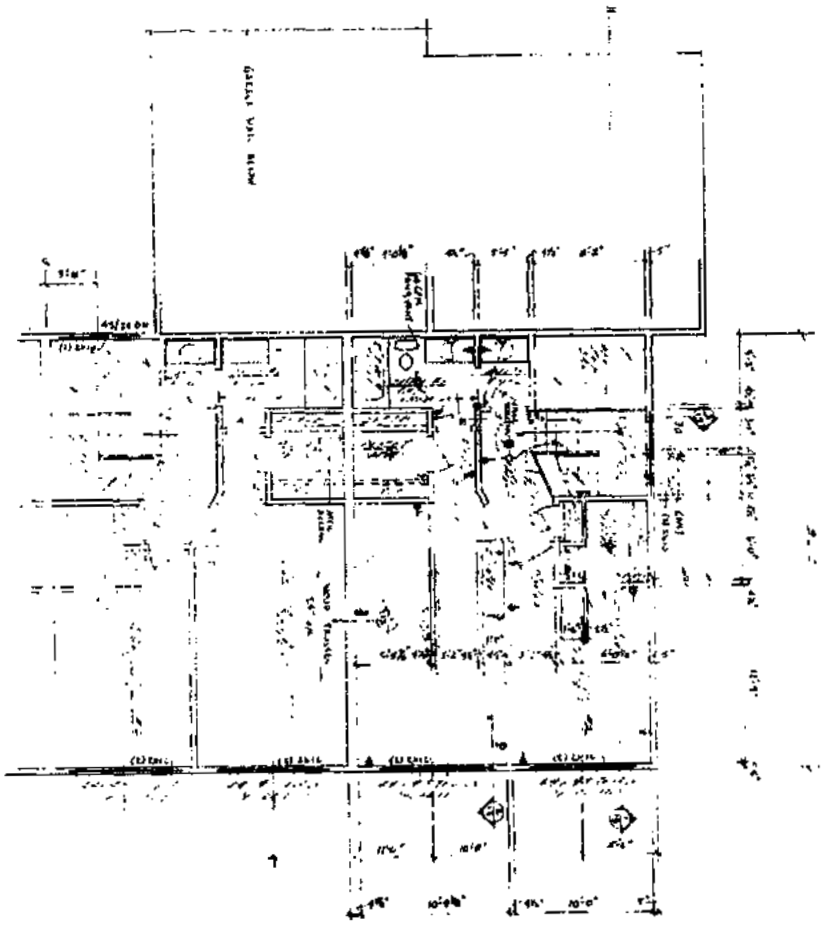


EXHIBIT C-5

REEL 2314 IMAGE 1287



TAKEAWAY STORES

FRANKLIN, WISCONSIN

ATTIC LEVEL PLAN - BUILDING "B"

Threshold Design, Inc.
Architects and Engineers

REEL 2314 IMAGE 1288

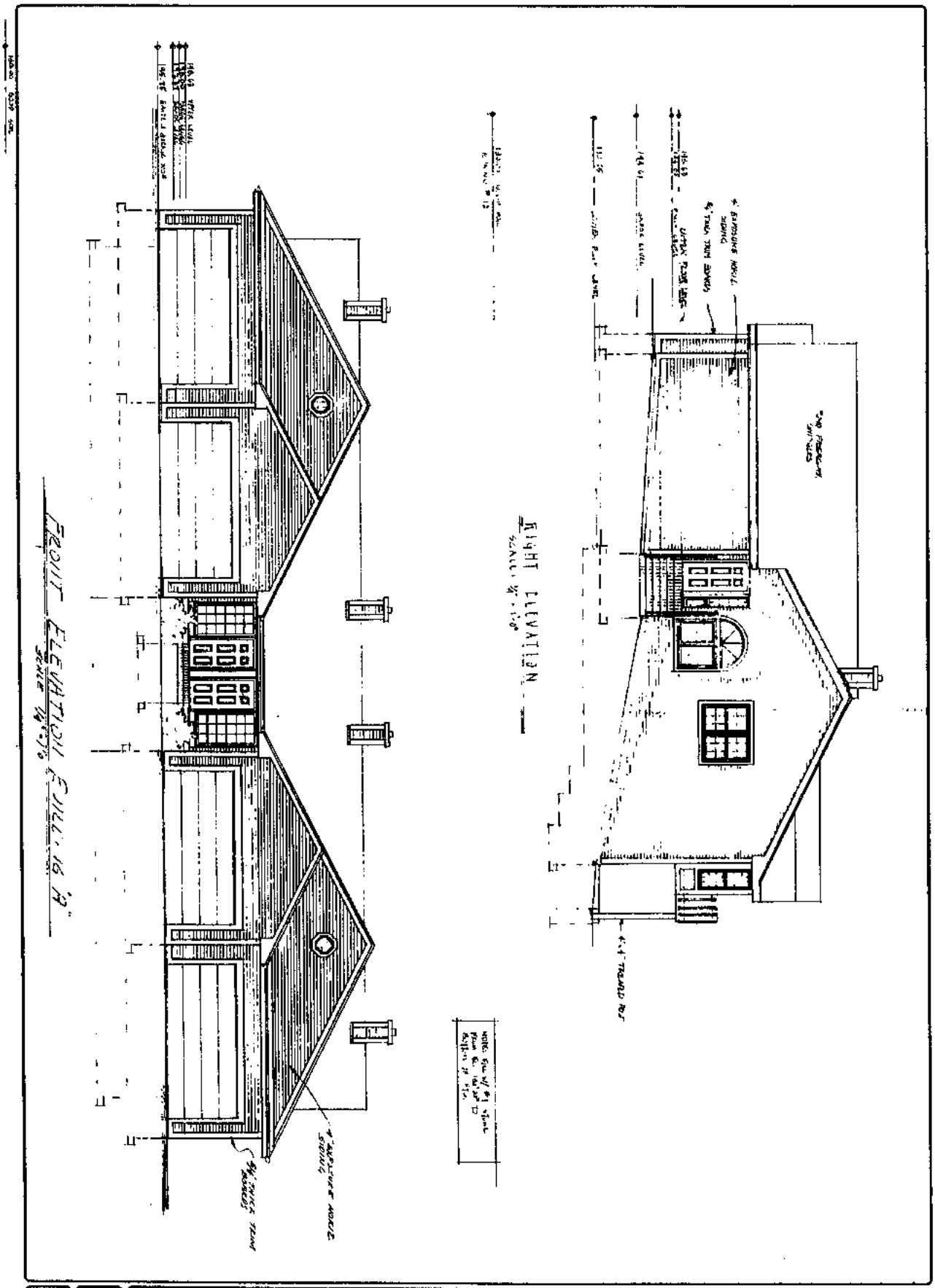
EXHIBIT C-6

BOOK 2314 PAGE 1289

EXHIBIT D

BUILDING PLANS FOR

BUILDING 8



REC 2314 IMG 1290

EXHIBIT D-1

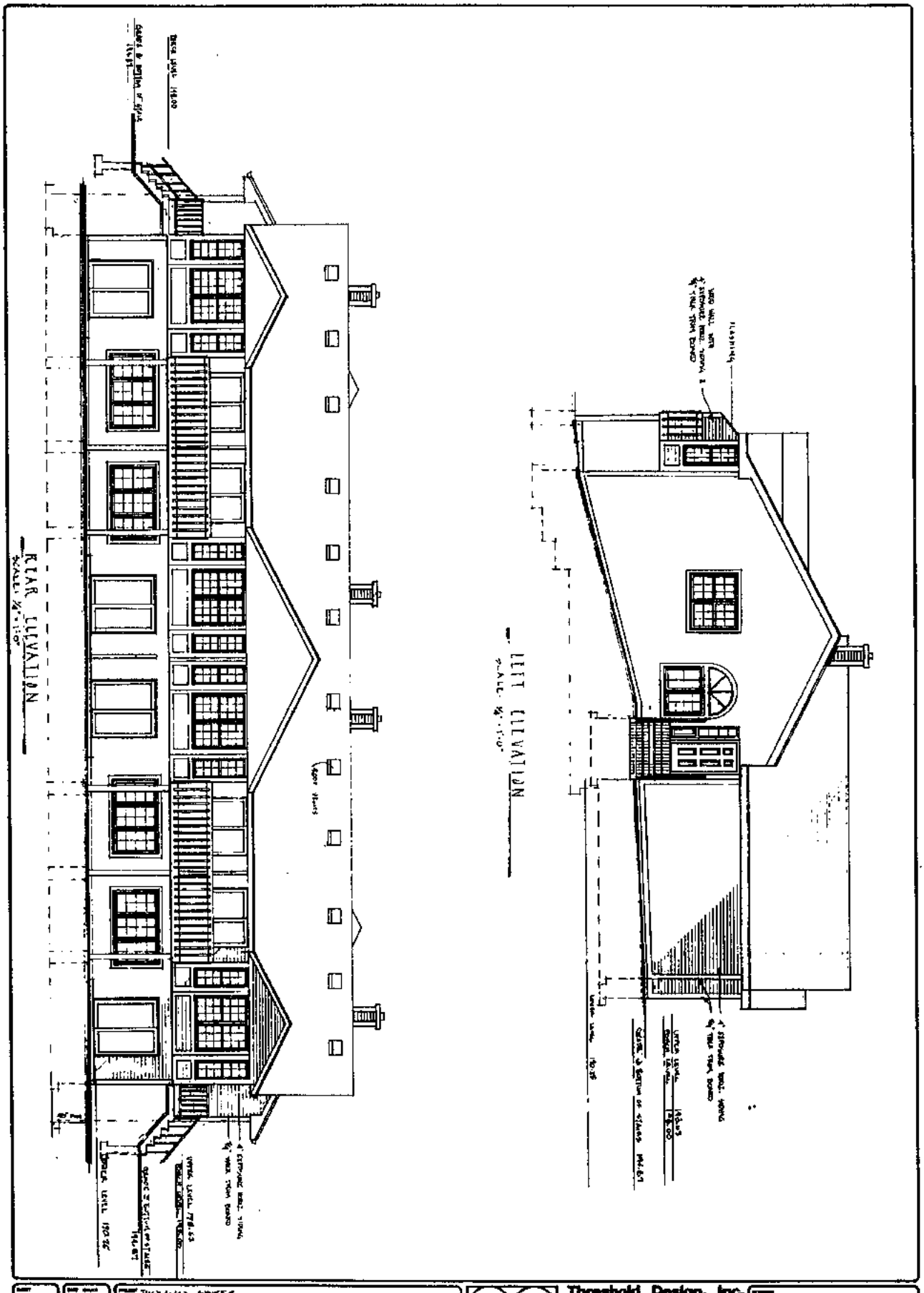
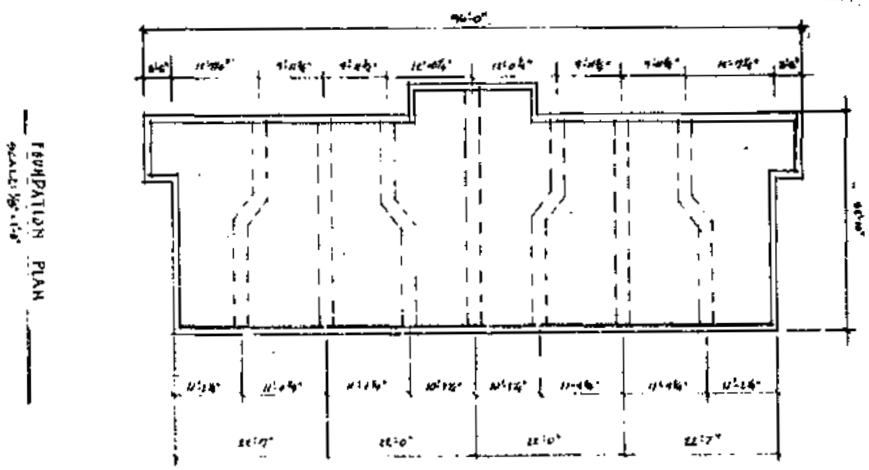
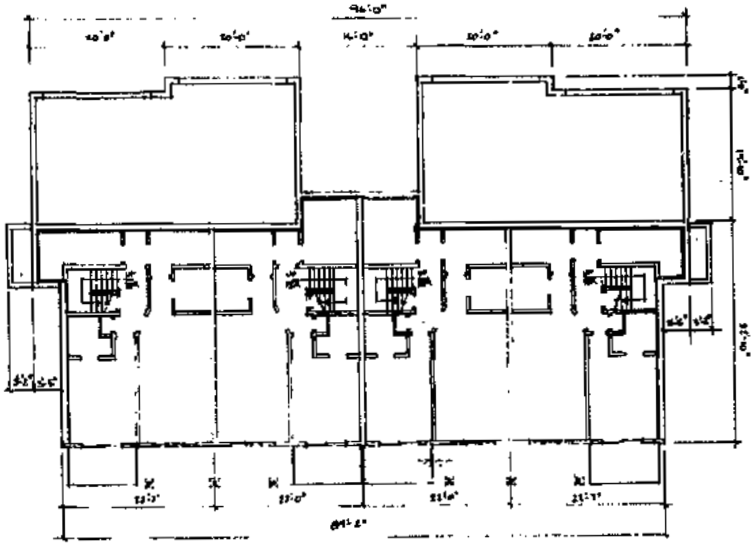

REAR ELEVATION
LEFT ELEVATION
Threshold Design, Inc.
Architects and Engineers
A-3
ELEVATIONS - BUILDING "A"

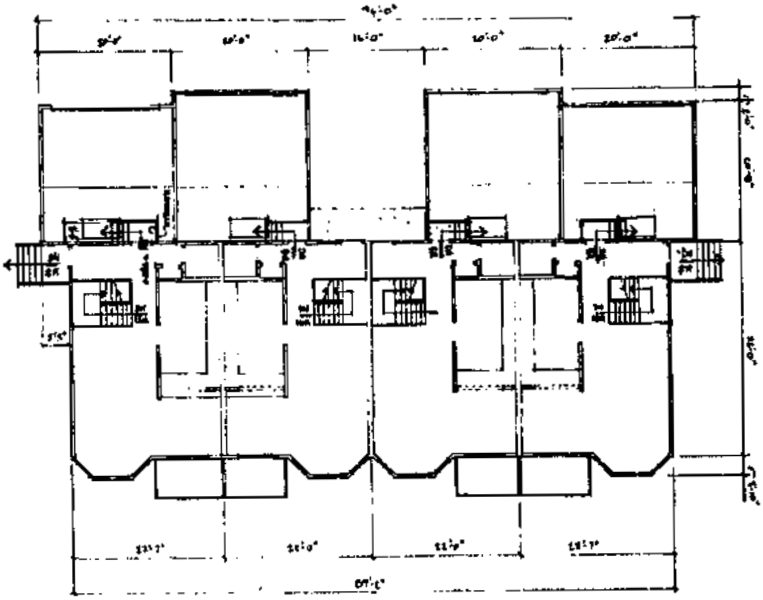
EXHIBIT D-2



FOUNDATION PLAN



LOWER LEVEL PLAN



UPPER LEVEL PLAN

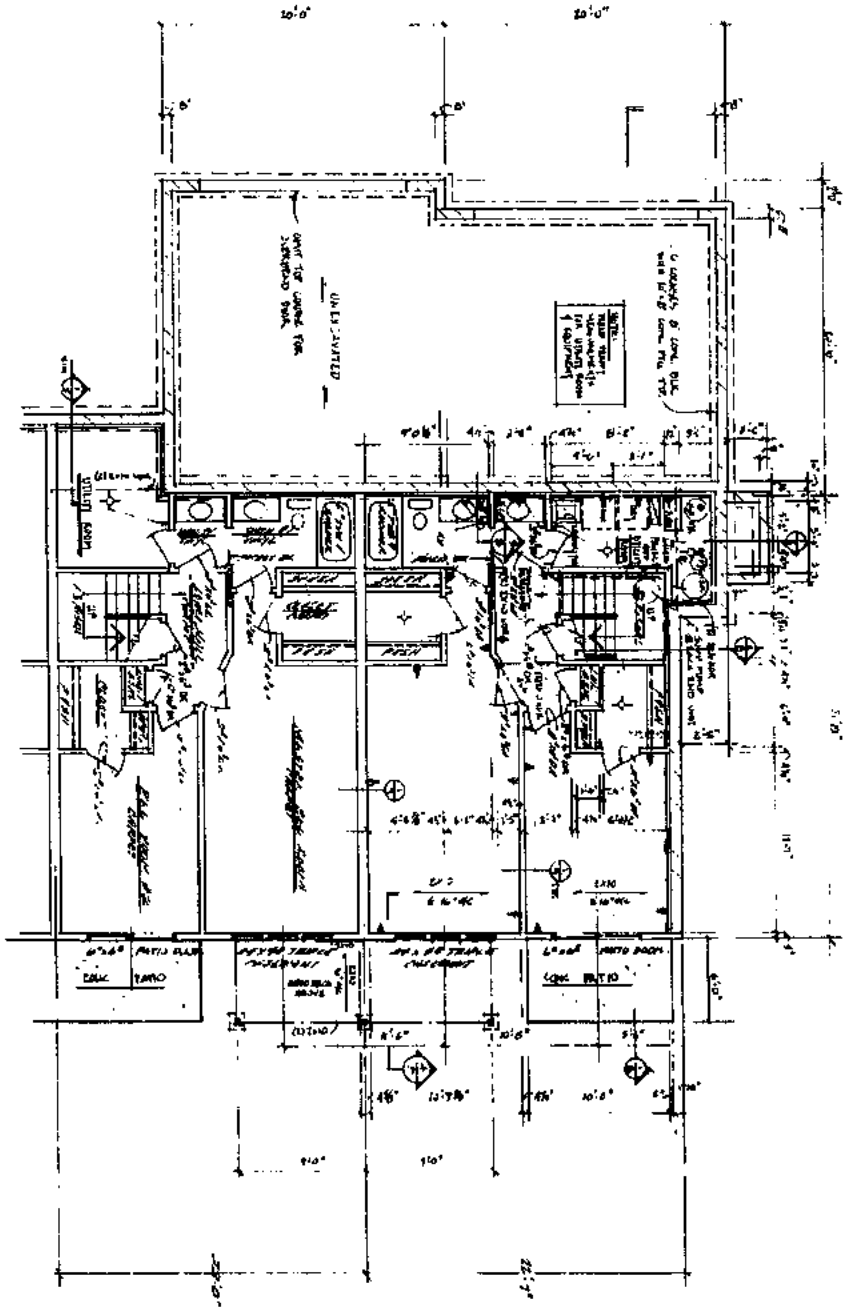
A-4	TUCKAWAY SHORES	Threshold Design, Inc. Architects and Engineers	
	FRANKLIN, WISCONSIN 96 BLDG PLANS - BLDG 'A'		

REEL 2314 IMAGE 1292

EXHIBIT D-3

Doc 2314 Bk 1293

EXHIBIT D-4



BUILDING "A"
LOWER LEVEL PLAN
SCALE: 1/8" = 1'-0"
THE LEGEND PARK SUBDIVISION

A-6
7/13-97

TUSCANY SHORES
FRANKLIN, WISCONSIN
LOWER LEVEL PLAN - BUILDING "A"

Threshold Design, Inc.
Architects and Engineers

REC 2314 PAGE 1294

EXHIBIT D-5

EXHIBIT D-6

BOOK 23317 PAGE 1298

EXHIBIT E

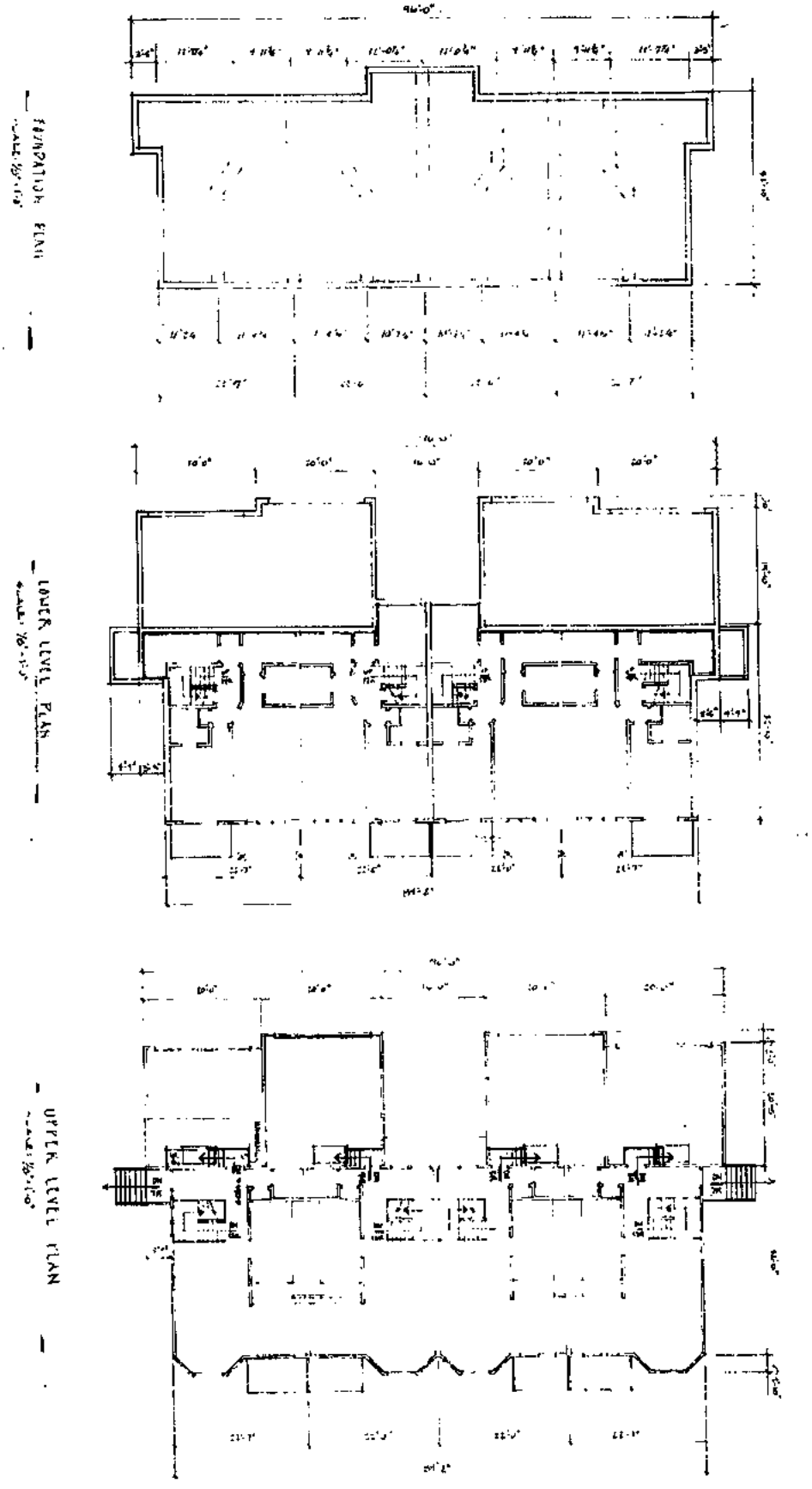
BUILDING PLANS FOR

BUILDING 9

EXHIBIT E-1

REC 2314 PAGE 1297

LEFT ELEVATION
REAR ELEVATION
Threshold Design, Inc.
Architects and Engineers
EXHIBIT E-2
REC 2314 PAGE 298



TUCKAWAY SHORES
FRANKLIN, WISCONSIN
VB' BLDG PLANS - BLDG 'A'

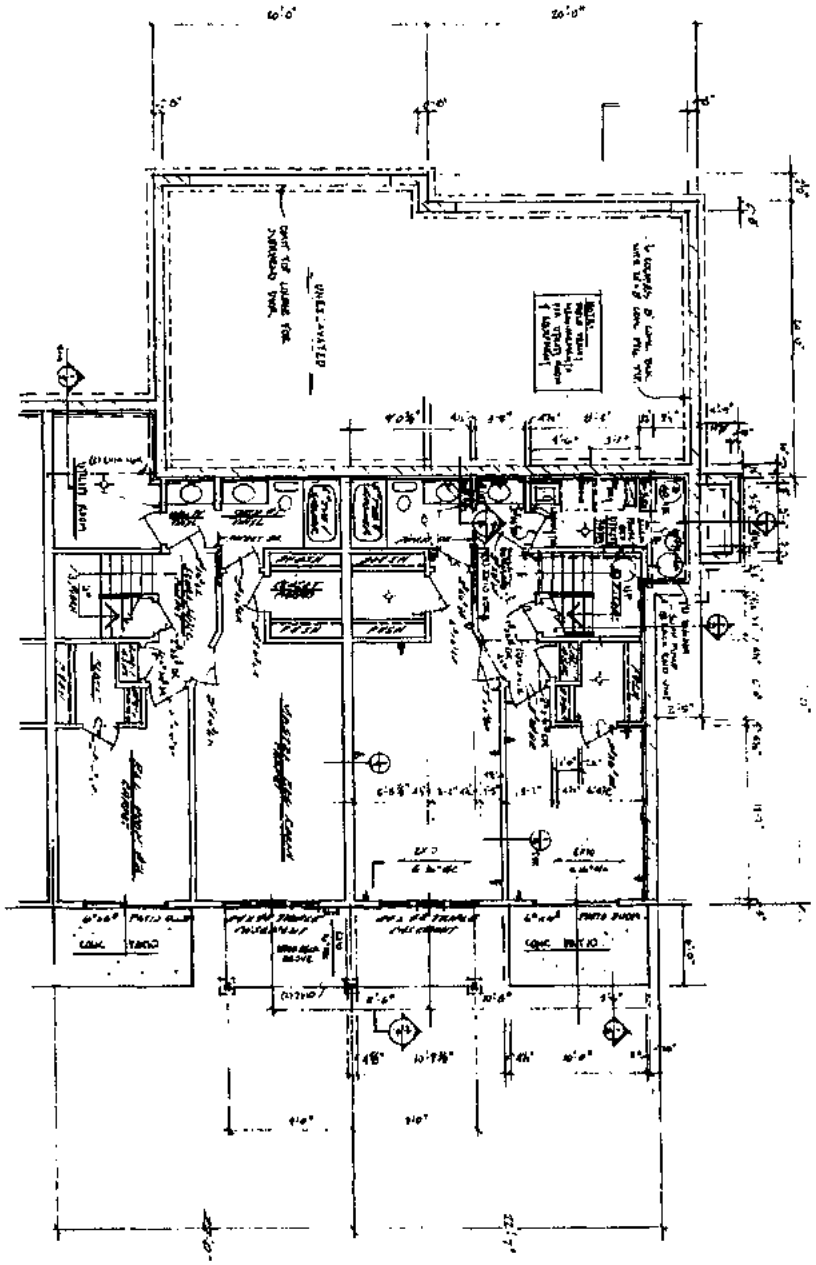
Threshold Design, Inc.
Architects and Engineers

EXHIBIT E-3

REC 2314 PAGE 1299

REEL 2314 PAGE 1300

EXHIBIT E-4



BUILDING "A"
LOWER LEVEL PLAN
SCALE: 1/4" = 1'-0"
2nd GRADE FOR BUILDING

SHEET A-6 PROJECT NO. 212-87	DATE ISSUED	PROJECT TUSCANY I SERIES TITLE FRANKLIN, WISCONSIN LOWER LEVEL PLAN - BUILDING "A"	Threshold Design, Inc. Architects and Engineers

EXHIBIT E-5

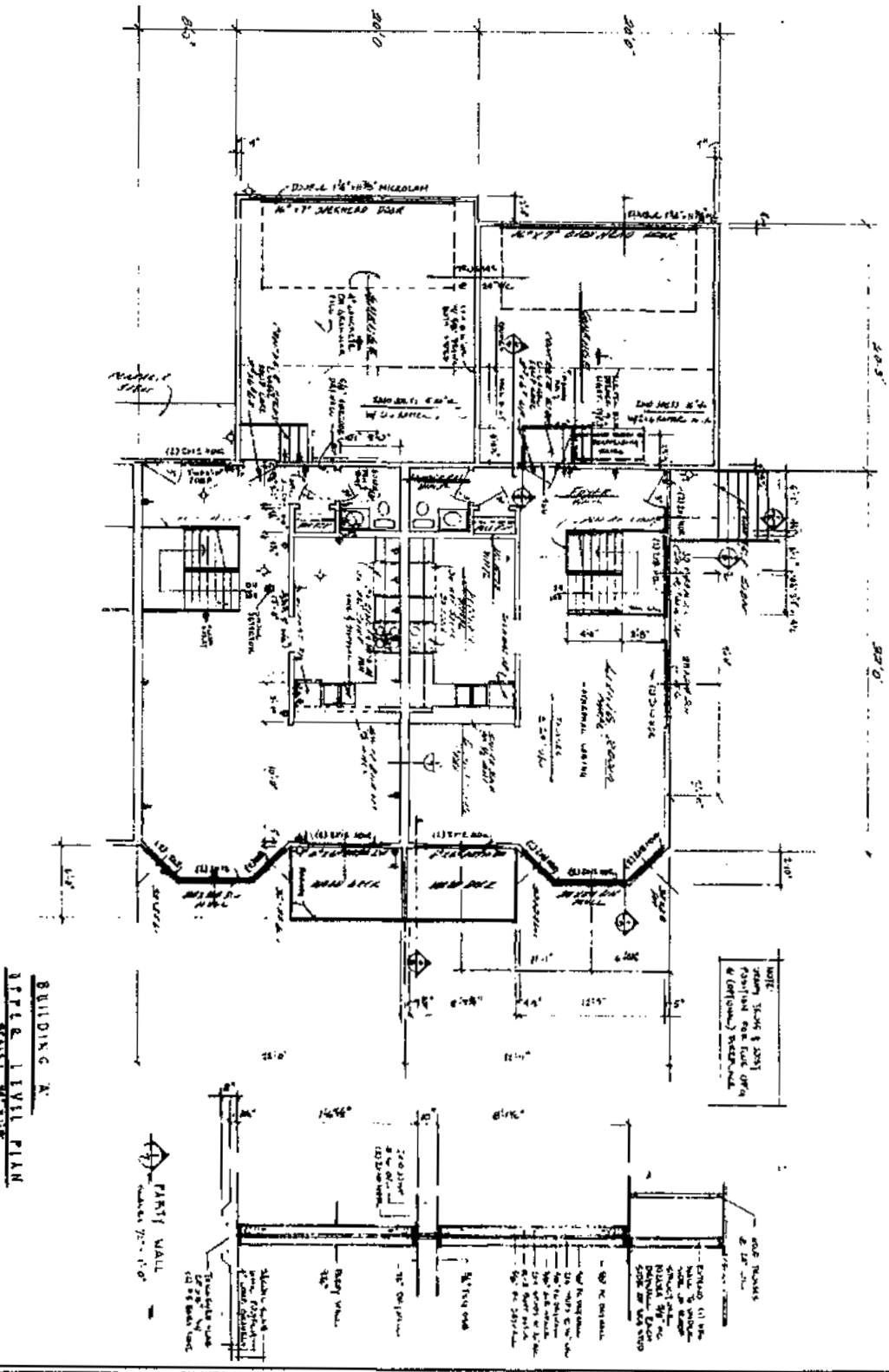


EXHIBIT E-6

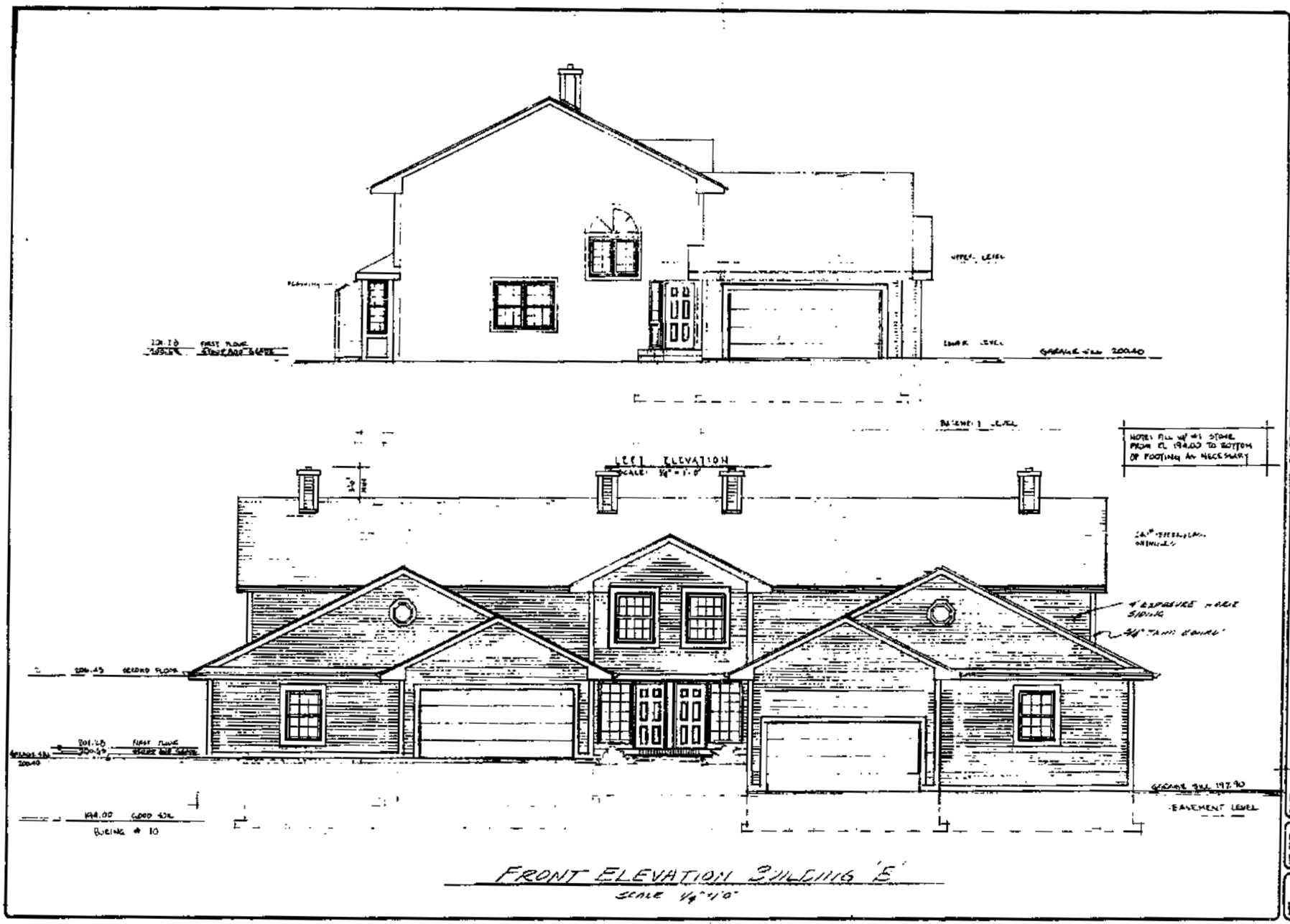
REEL 2514 IMG 1305

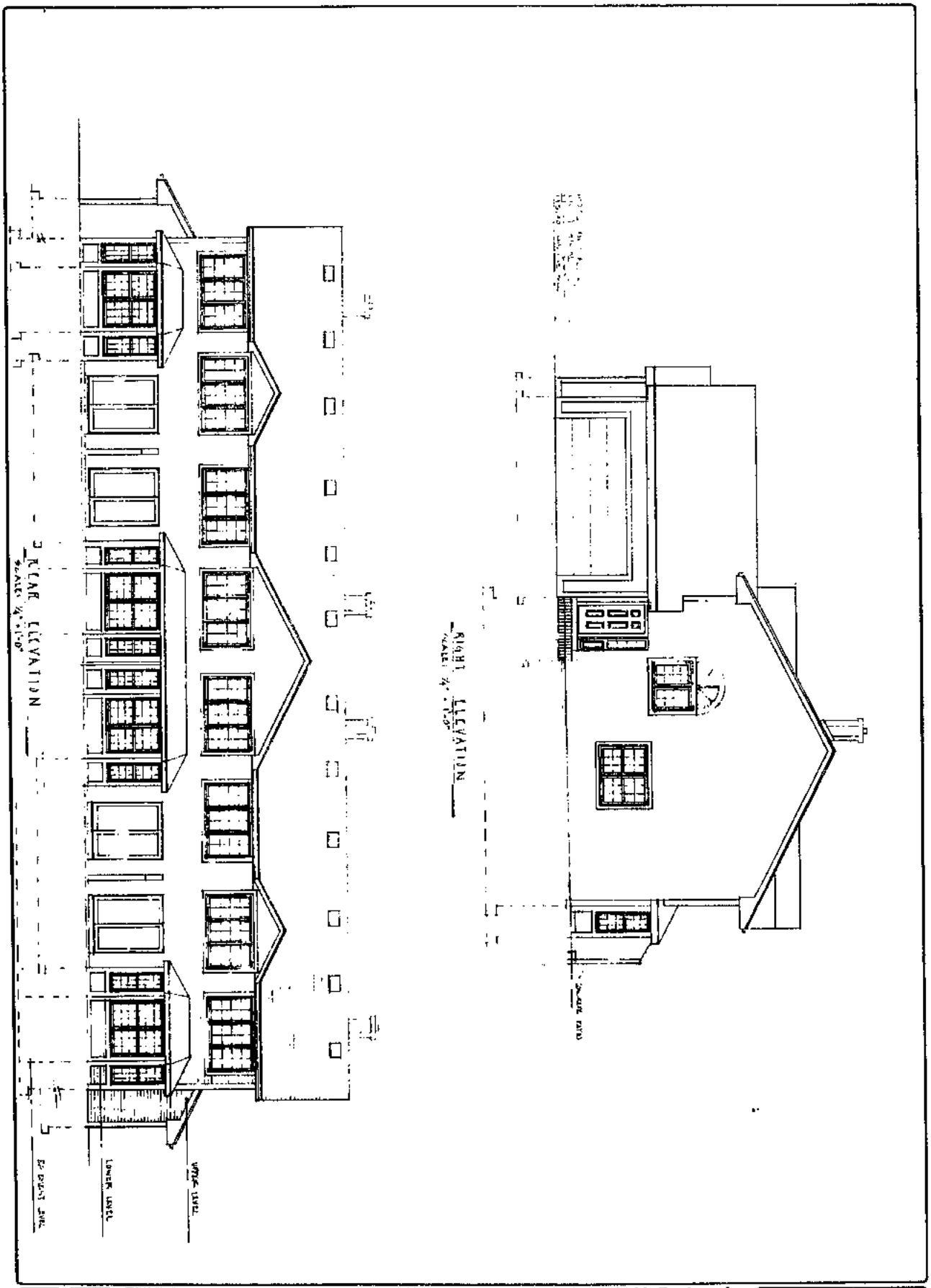
REEL 2314 PAGE 1303

EXHIBIT F

BUILDING PLANS FOR

BUILDING 10


LEFT ELEVATION
SCALE: 1/4" = 1'-0"
FRONT ELEVATION BUILDING 'E'
SCALE 1/4"=1'0"
Threshold Design, Inc.
Architects and Planners
1285 Sugarridge Road
Pewaukee, WI. 53072 (414) 691-3400
FRANKLIN, WISCONSIN
ELEVATIONS - BUILDING "D" UNITS 47-50
EXHIBIT F-1
REEL 2314 IMG 1304



A-10

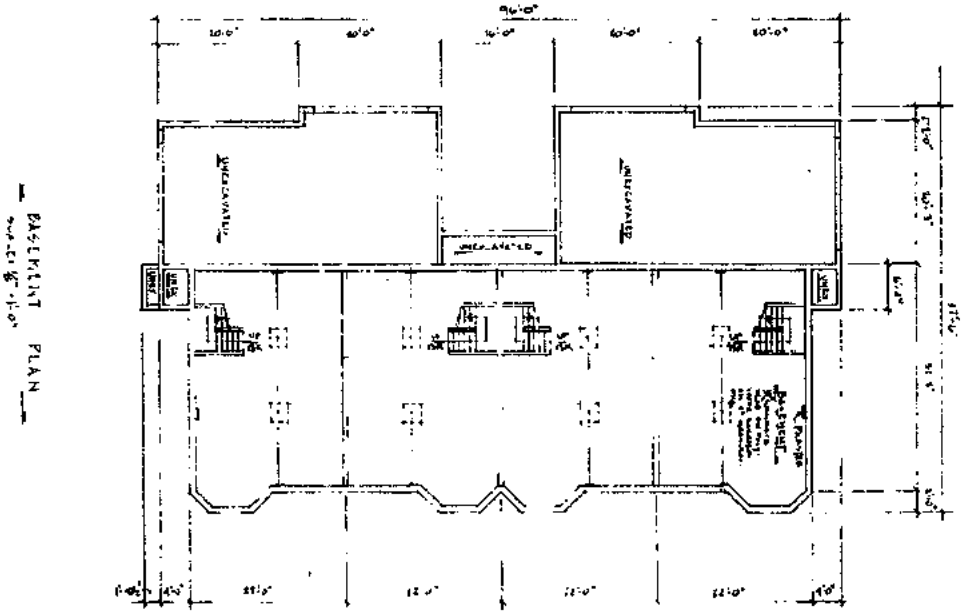
TUCKAWAY GROVES

FRANKLIN, WISCONSIN
ELEVATIONS - BUILDING "B"

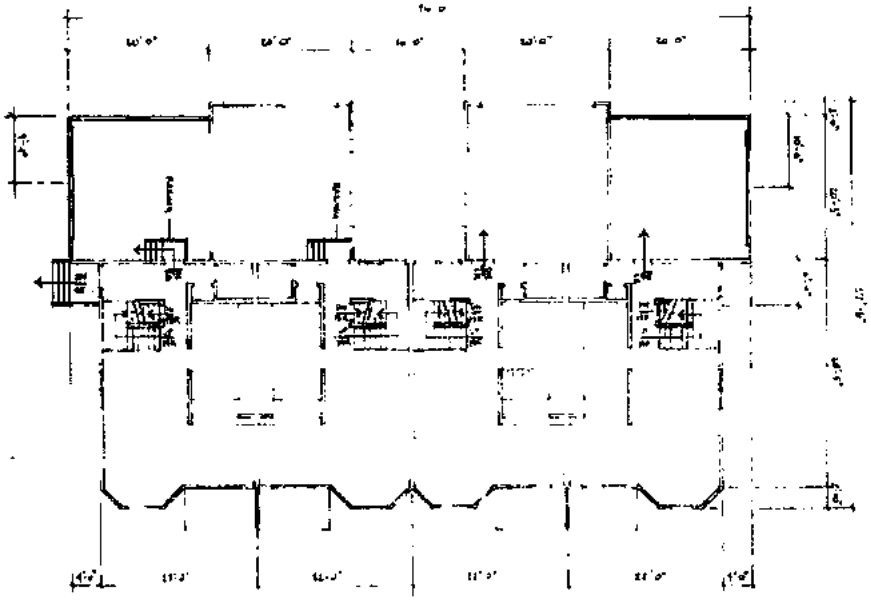
Threshold Design, Inc.
Architects and Engineers
1285 Sunnyridge Road
Pewaukee, WI. 53072 (414) 691-9400

EXHIBIT F-2

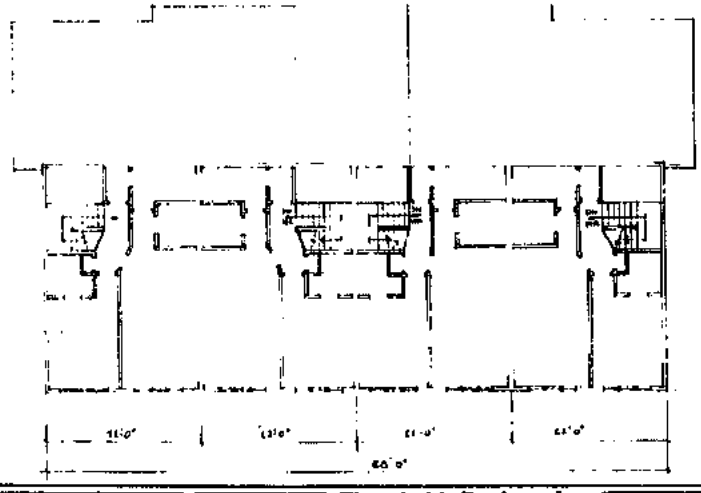
REC 2314 IMG 1305



BASEMENT PLAN



MAIN LEVEL PLAN



UPPER LEVEL PLAN

TUCKAWAY SHORES

FRANKLIN, WISCONSIN

UNIT BLDG PLANS - BLDG "D"

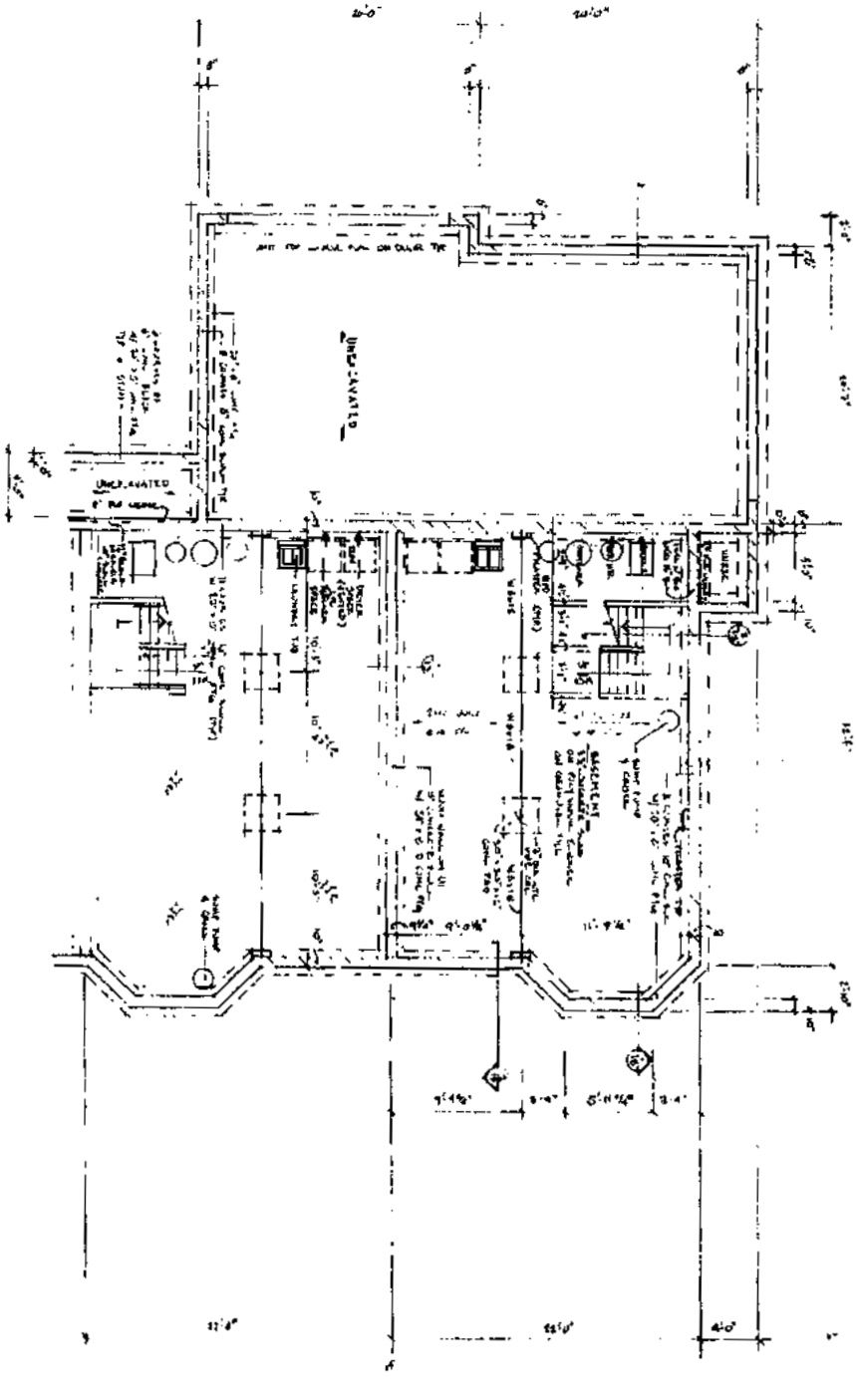
Threshold Design, Inc.

Architects and Engineers

A1A98

REEL 2314 IMG 1306

EXHIBIT F-3



TUCKAWAY SHORES
FRANKLIN, WISCONSIN
BASEMENT PLAN - BUILDING "B"

Threshold Design, Inc.
Architects and Engineers

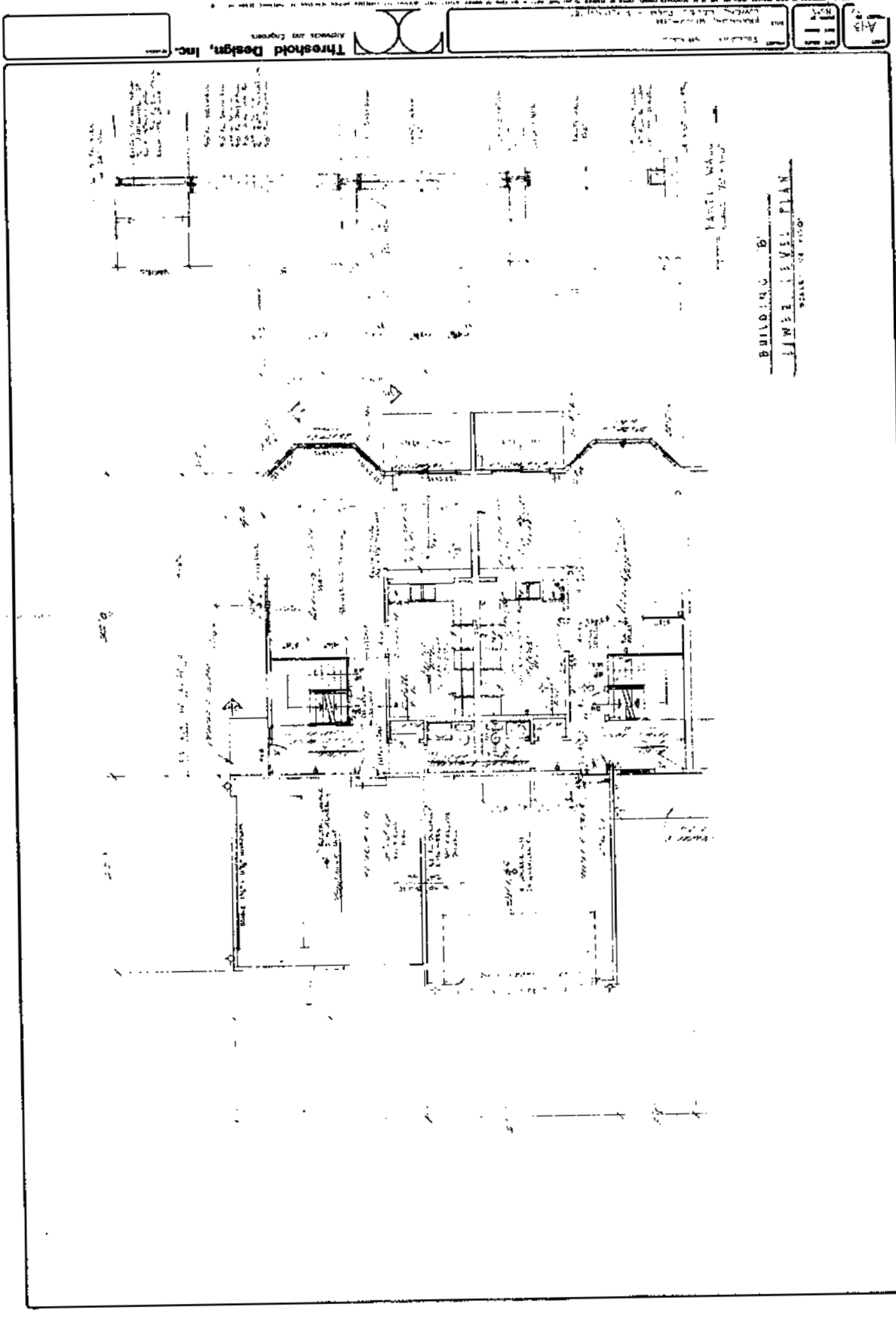
REL 2314 IM:0 1357

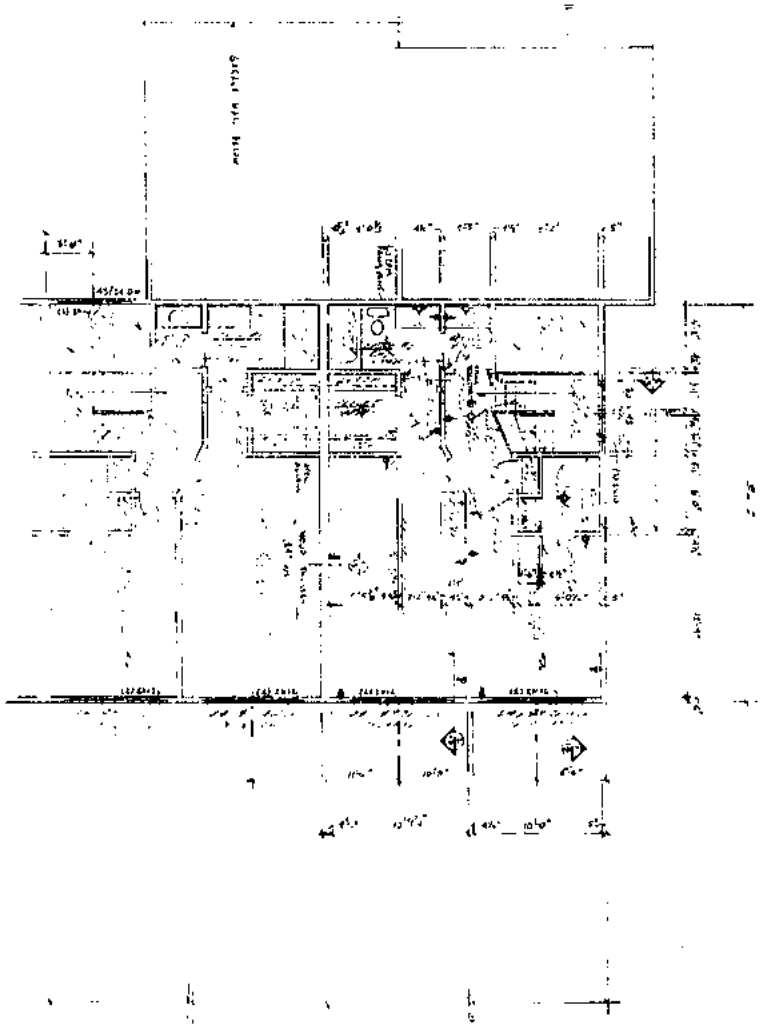
EXHIBIT F-4

POOR COPY PRESENTED FOR RECORDING

EXHIBIT P-5

REEL 2314 PAGE 1308





Threshold Design, Inc.
Architects and Engineers

REEL 2314 IMAGE 1309

EXHIBIT F-6

POOR COPY PRESENTED FOR RECORDING

POOR COPY PRESENTED FOR RECORDING

REEL 2314 IMAGE 1310

EXHIBIT G

BUILDING PLANS FOR

BUILDING 11

POOR COPY PRESENTED FOR RECORDING

EXHIBIT G-1

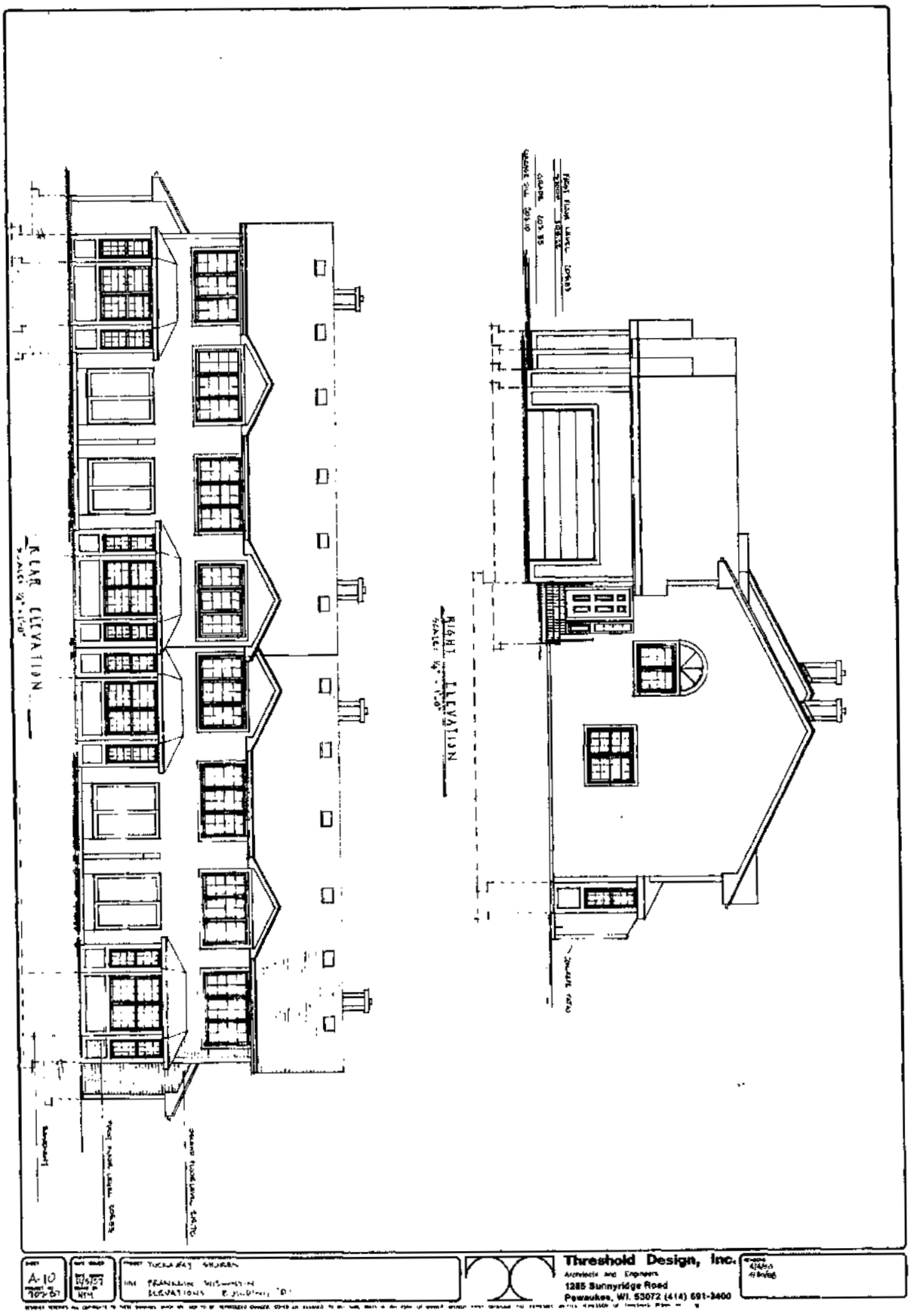


EXHIBIT G-2

POOR COPY PRESENTED FOR RECORDING

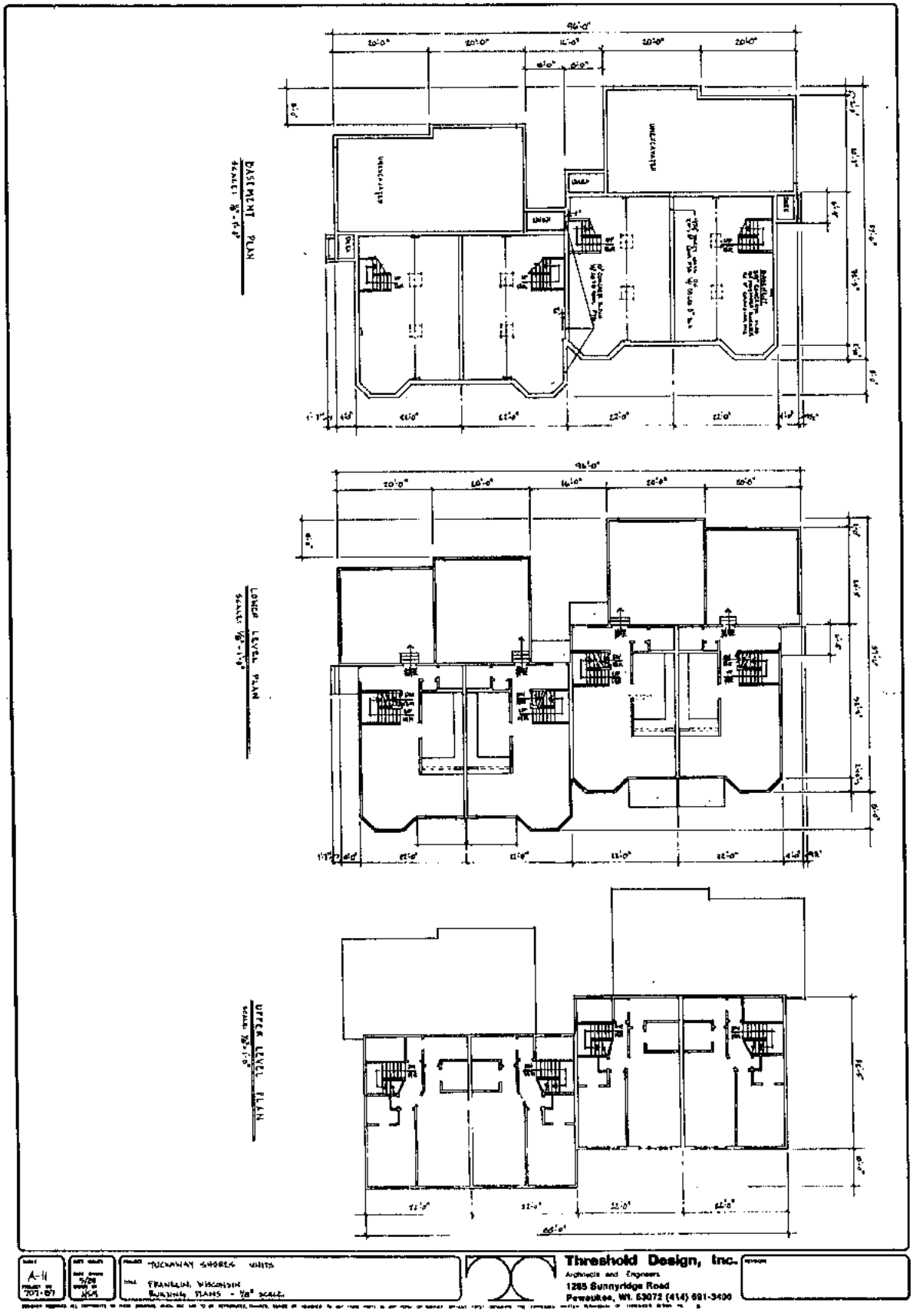
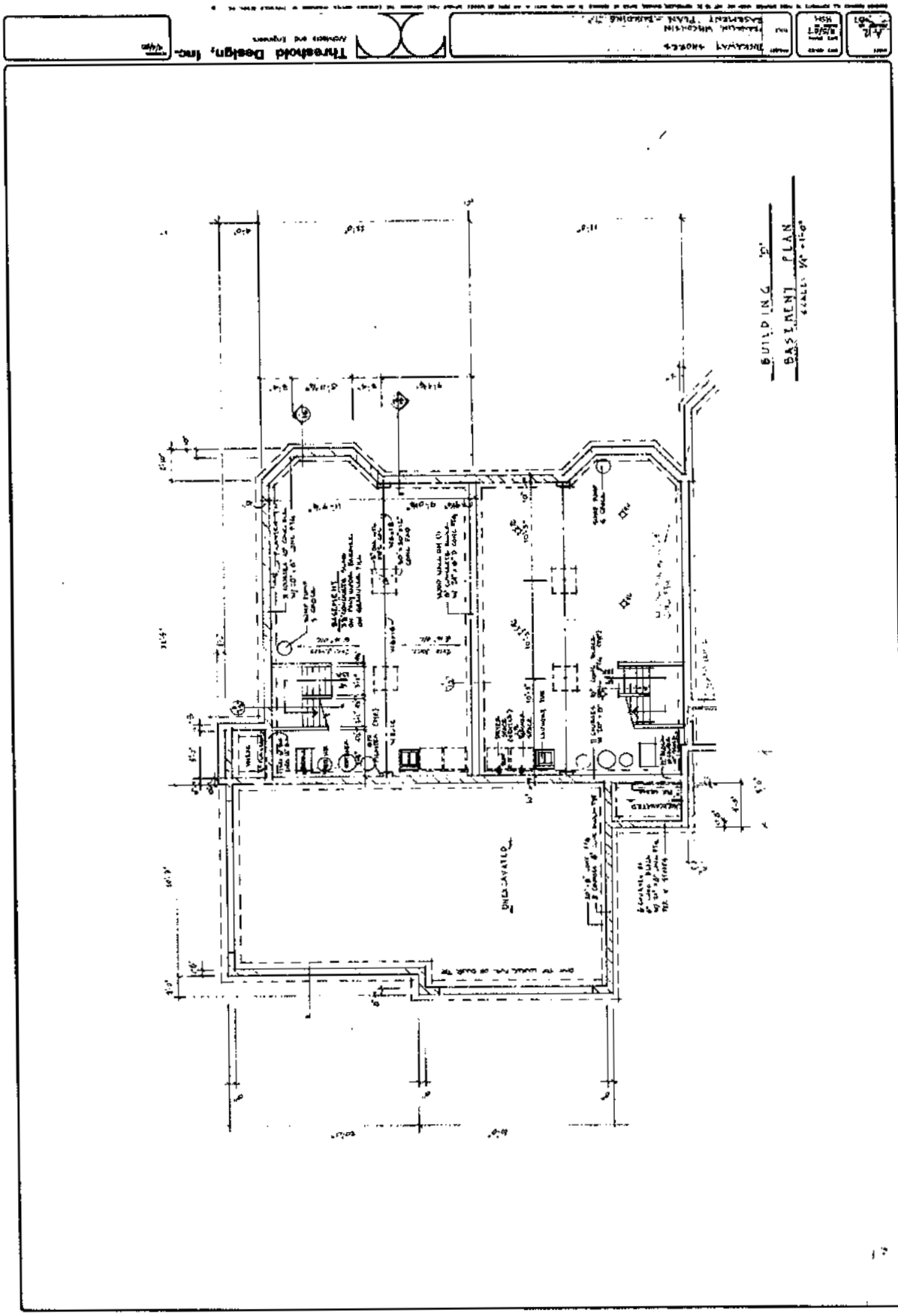


EXHIBIT G-3

POOR COPY PRESENTED FOR RECORDING

POOR COPY PRESENTED FOR RECORDING

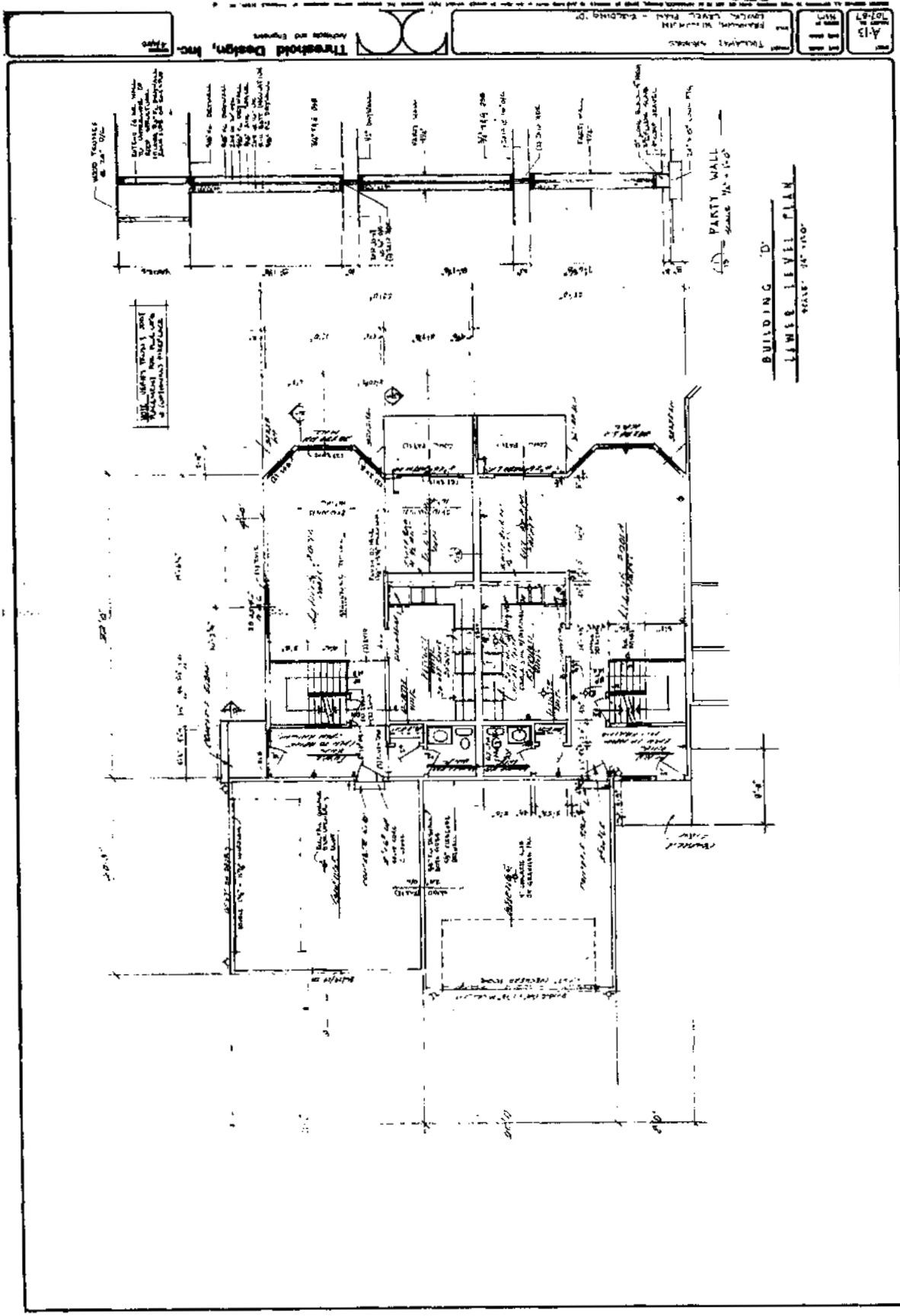
EXHIBIT G-4 REEL 2314 IMAGE 1314



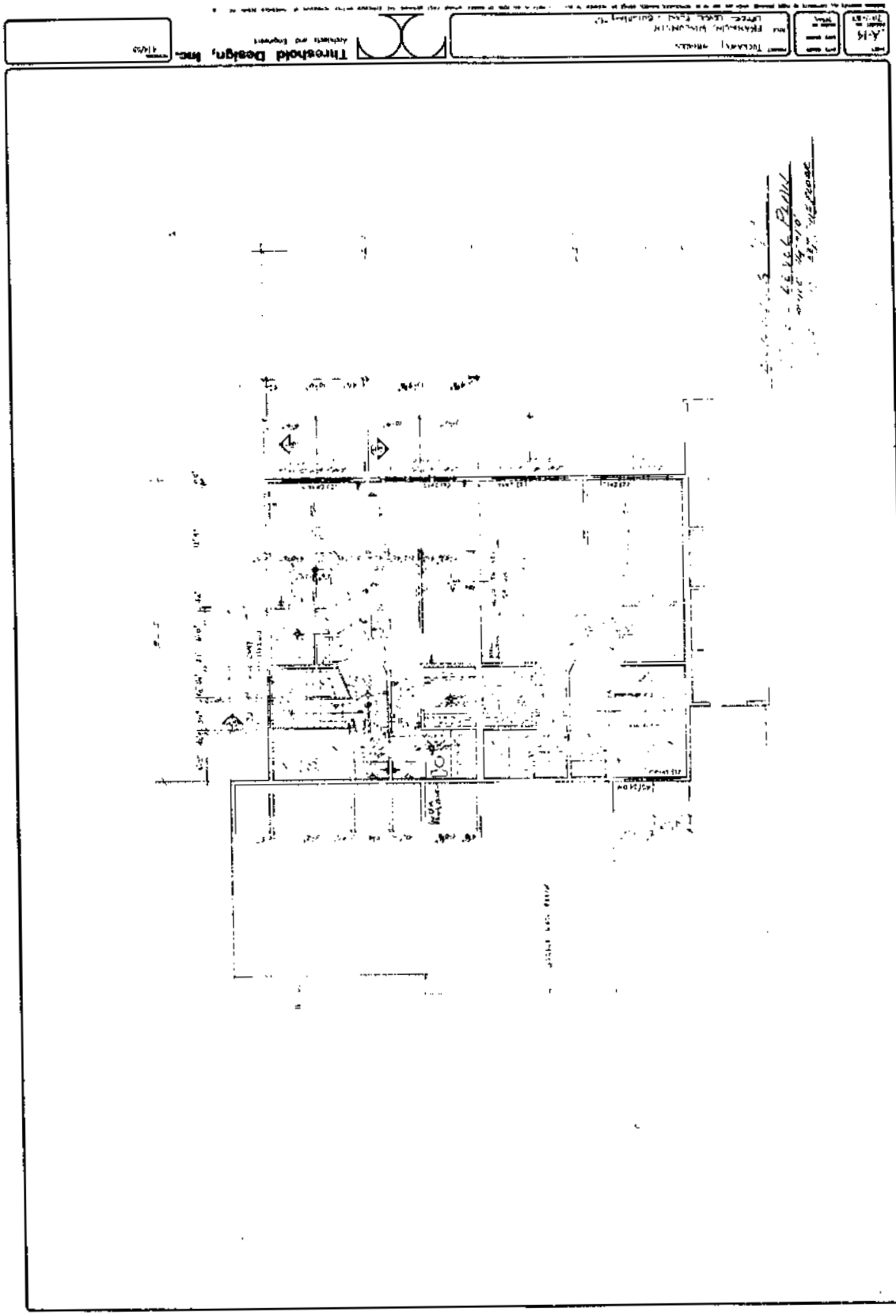
POOR COPY PRESENTED FOR RECORDING

EXHIBIT G-5

REEL 2314 IMAG 1315



POOR COPY PRESENTED FOR RECORDING



POOR COPY PRESENTED FOR RECORDING

REEL 2314 IMAGE 1317

EXHIBIT H

BUILDING PLANS FOR

BUILDING 12

POOR COPY PRESENTED FOR RECORDING

EXHIBIT H-1

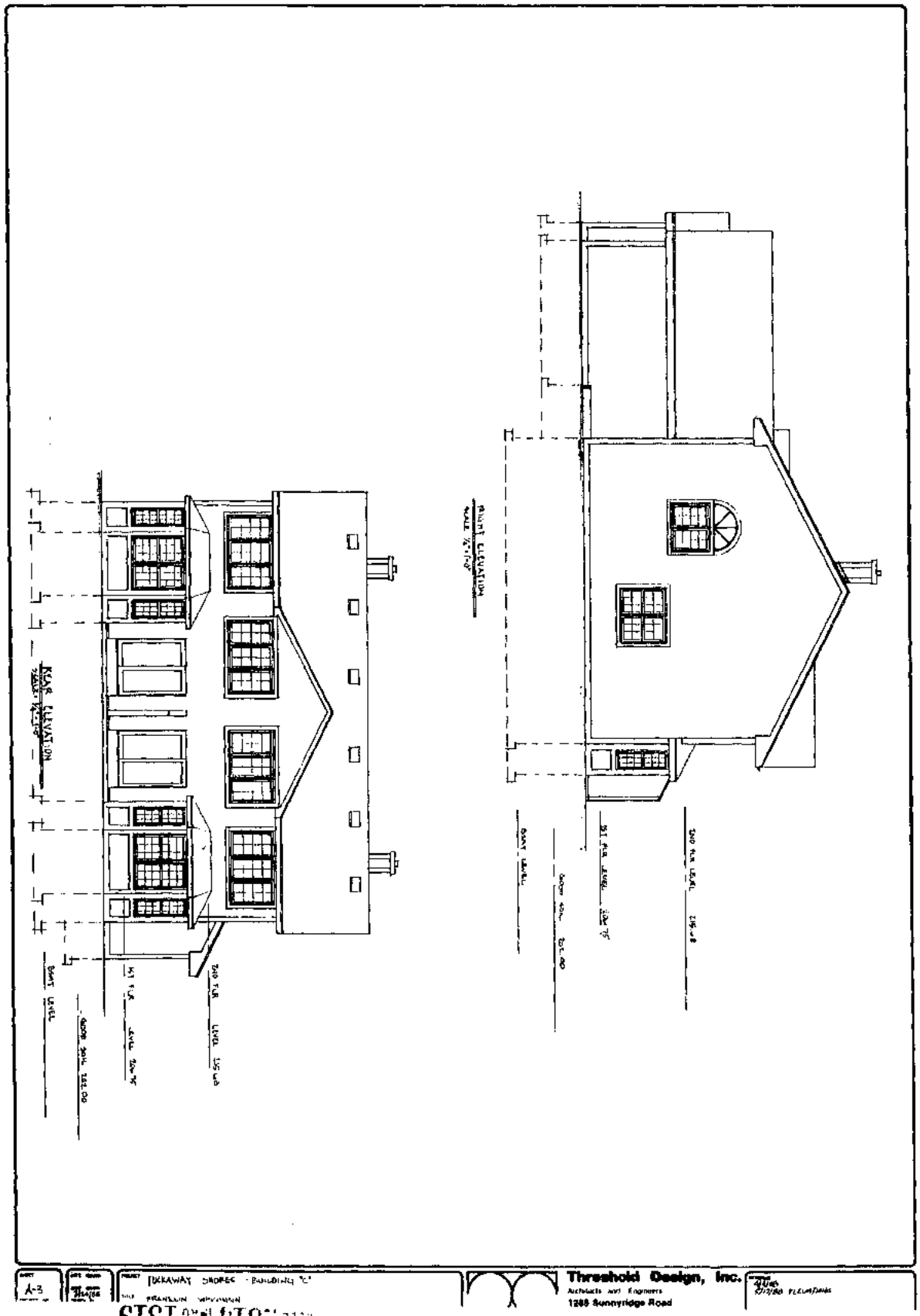


EXHIBIT H-2

FILE 2314 PAGE 1319

POOR COPY PRESENTED FOR RECORDING

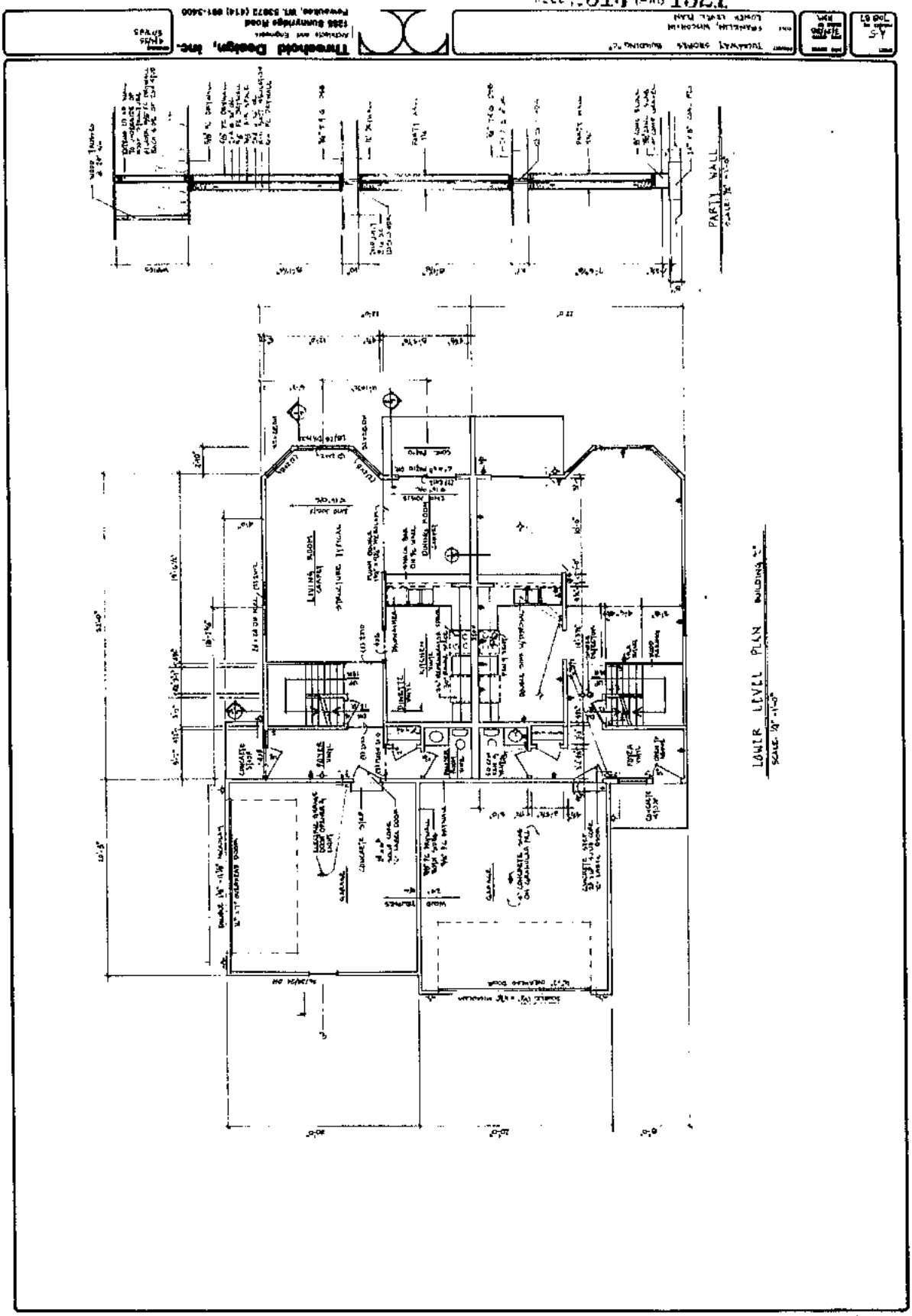
POOR COPY PRESENTED FOR RECORDING

EXHIBIT H-3

REEL 2314 IMAG 1320

POOR COPY PRESENTED FOR RECORDING

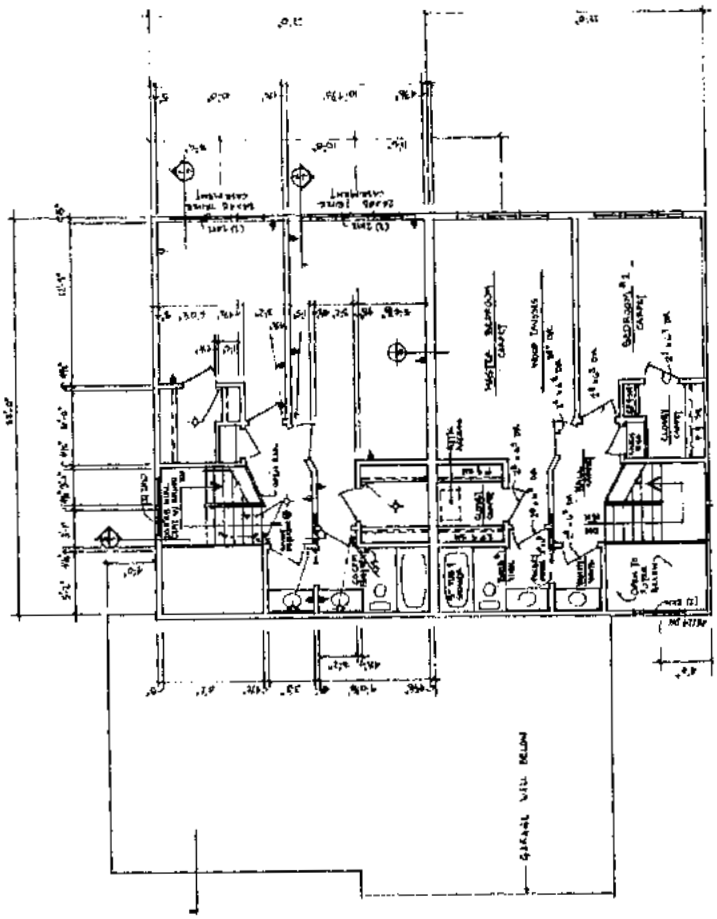
EXHIBIT H-4 REEL 2314 IMAG 1321



POOR COPY PRESENTED FOR RECORDING

REEL 2314 IMG 1322

EXHIBIT H-5



POOR COPY PRESENTED FOR RECORDING

EXHIBIT I

BUILDING PLANS FOR

BUILDING 13

POOR COPY PRESENTED FOR RECORDING

EXHIBIT I-1

REC 2314 PG 1324

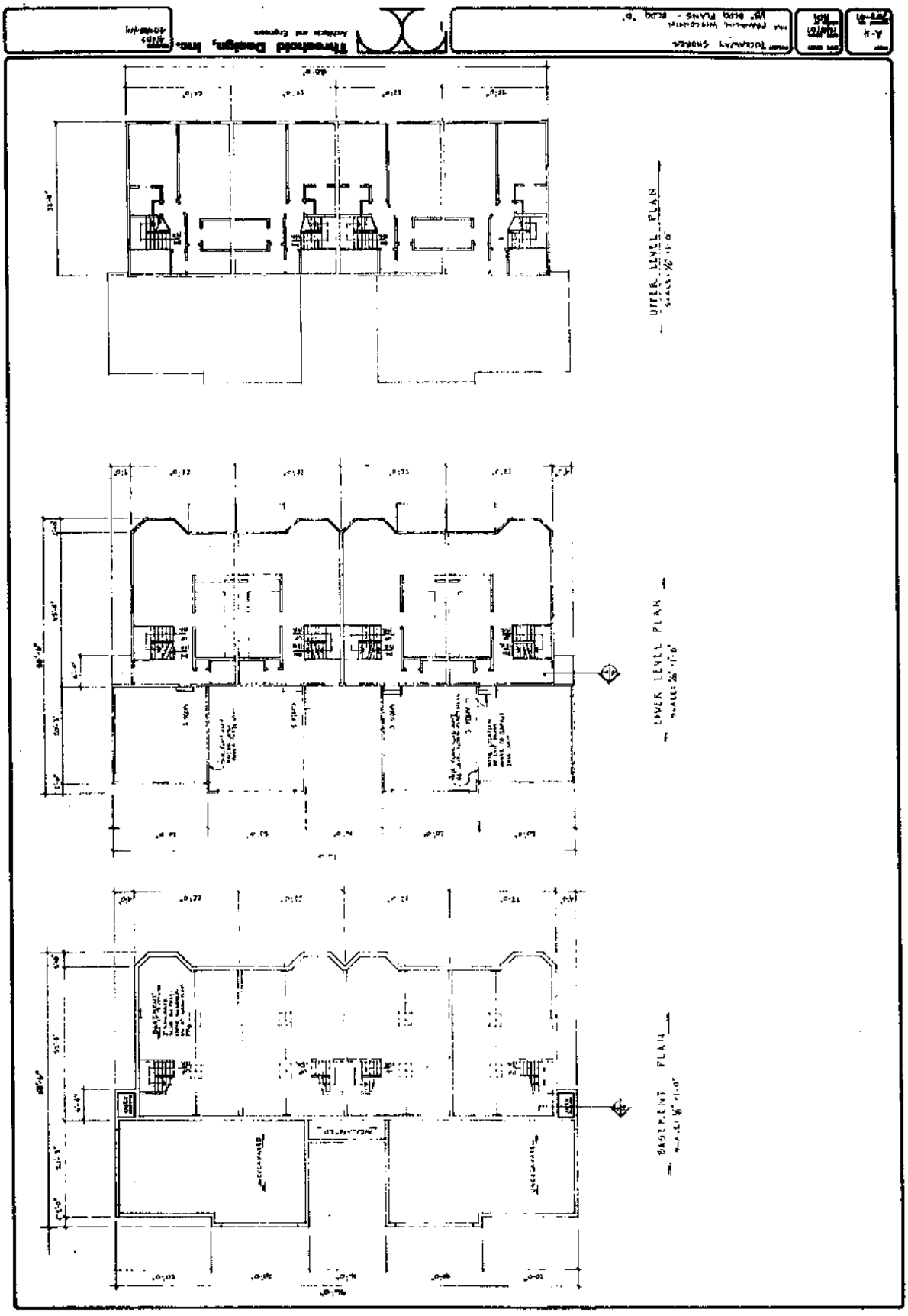
POOR COPY PRESENTED FOR RECORDING

EXHIBIT 1-2

REC 2314 PAGE 1325

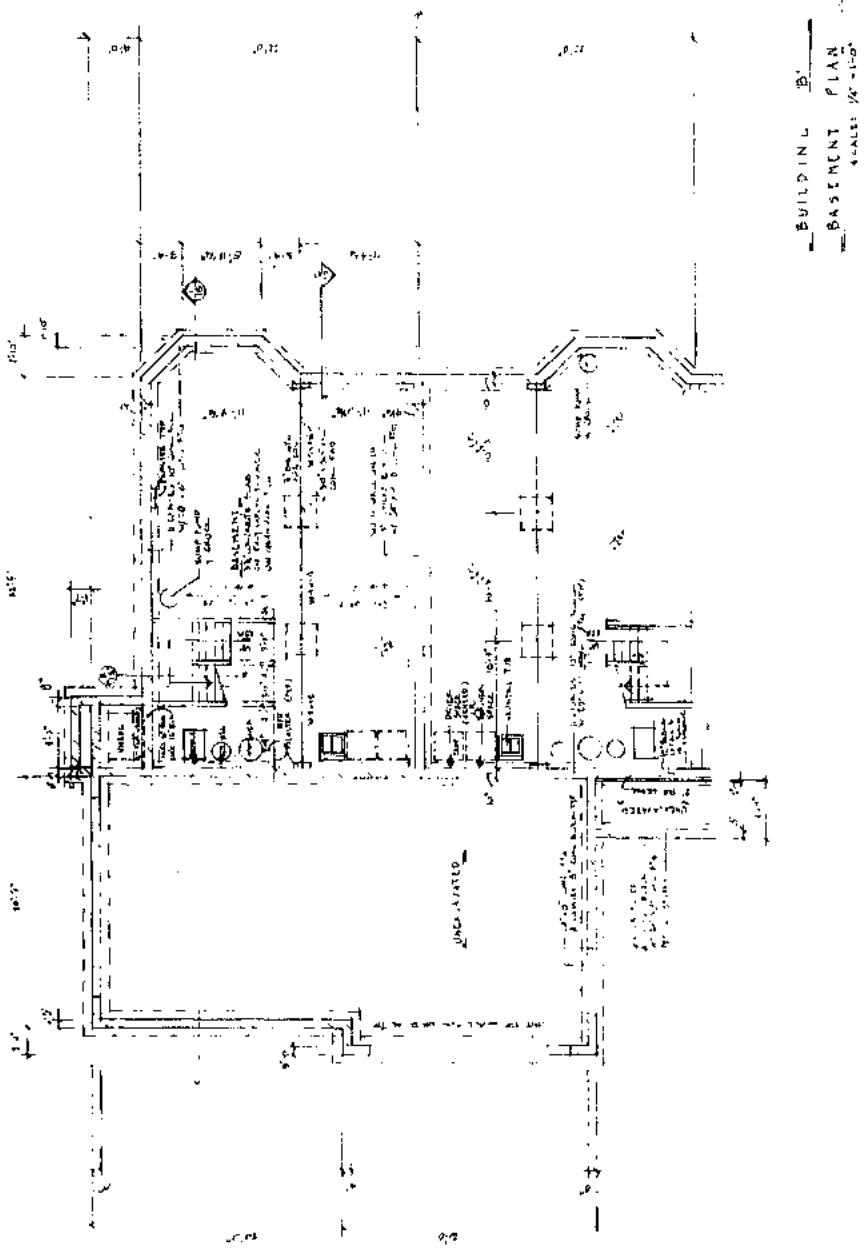
POOR COPY PRESENTED FOR RECORDING

EXHIBIT 1-3 BOOK 2314 IMAGE 1326



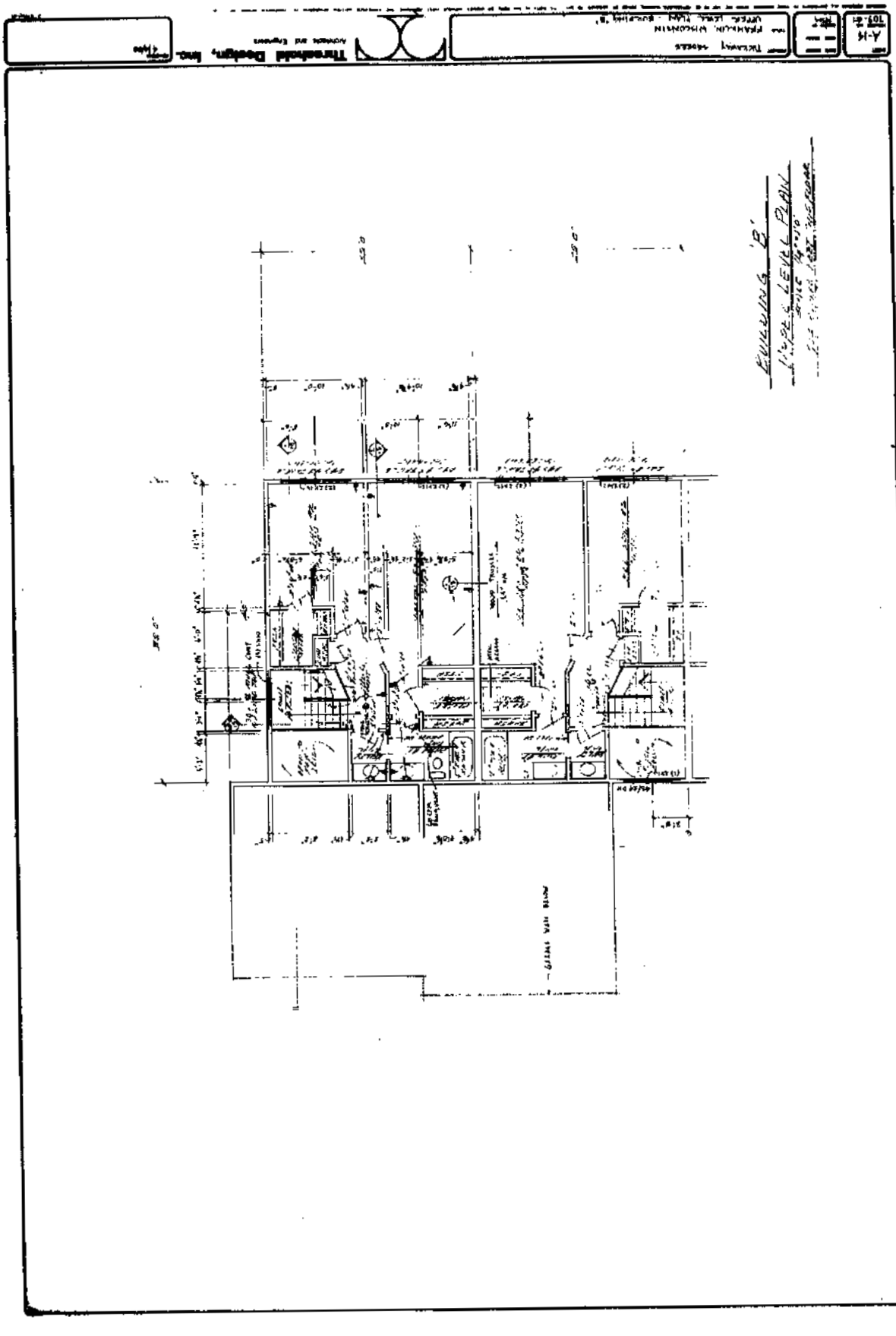
POOR COPY PRESENTED FOR RECORDING

EXHIBIT 1-4

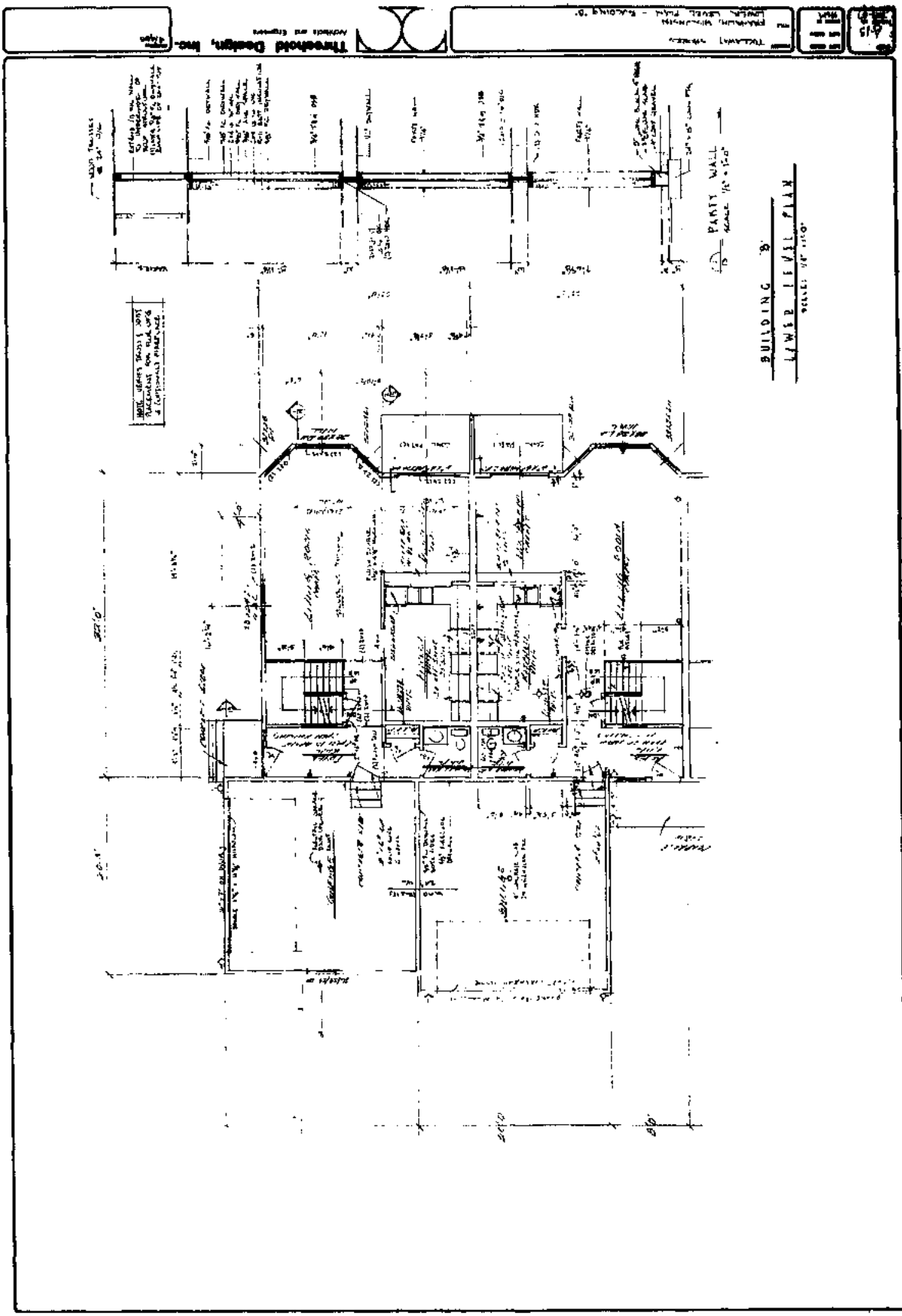


POOR COPY PRESENTED FOR RECORDING

REEL 2314 IMAG 1328 EXHIBIT I-5



POOR COPY PRESENTED FOR RECORDING



POOR COPY PRESENTED FOR RECORDING

REEL 2314 IMAGE 1330

EXHIBIT J

BUILDING PLANS FOR

BUILDING 14

POOR COPY PRESENTED FOR RECORDING

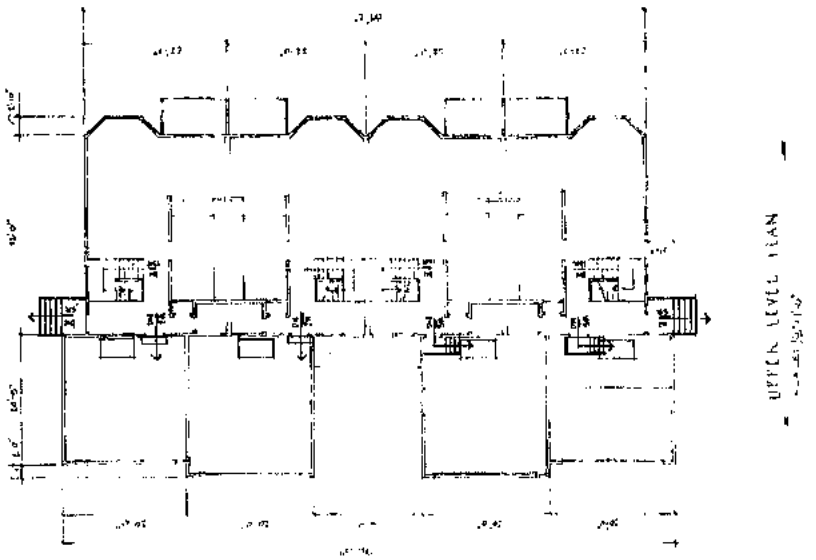
EXHIBIT J-1

REEL 2311 IMAGE 1331

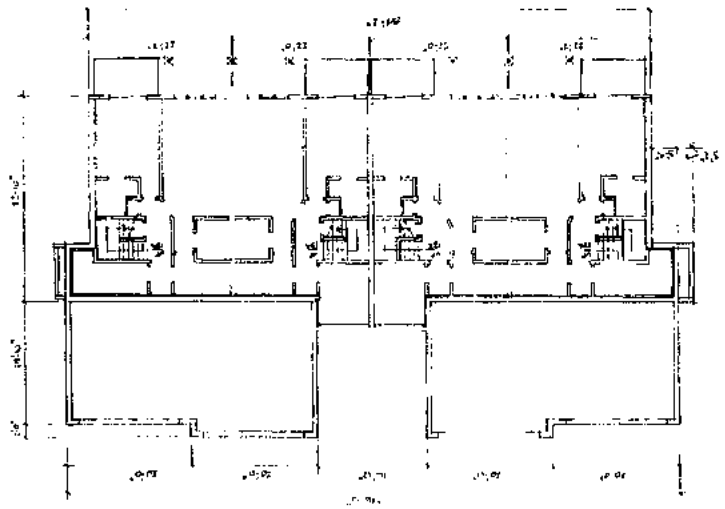
EXHIBIT J-2

POOR COPY PRESENTED FOR RECORDING

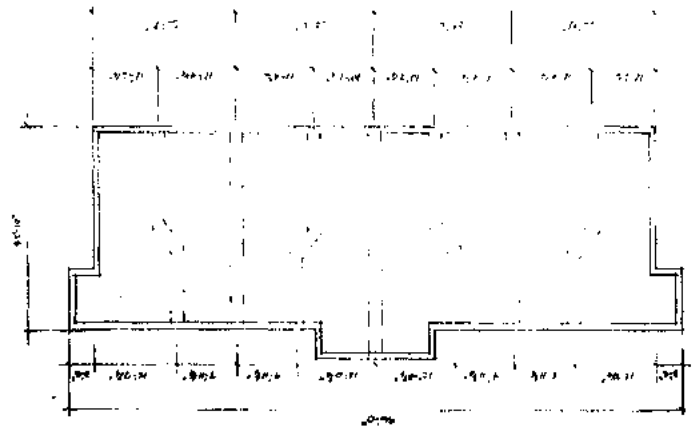
POOR COPY PRESENTED FOR RECORDING



UPPER LEVEL PLAN



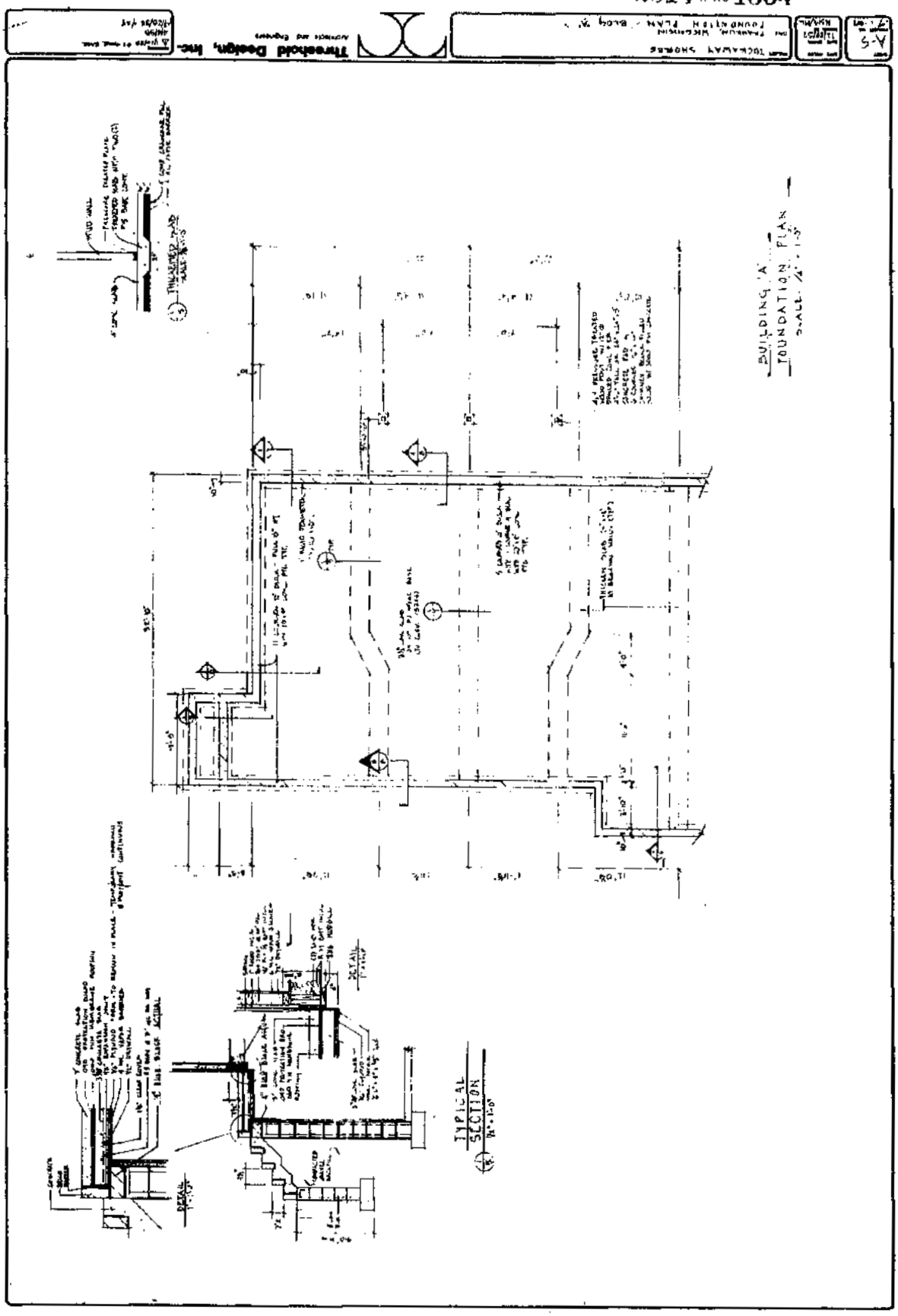
LOWER LEVEL PLAN



POOR COPY PRESENTED FOR RECORDING

EXHIBIT J-4

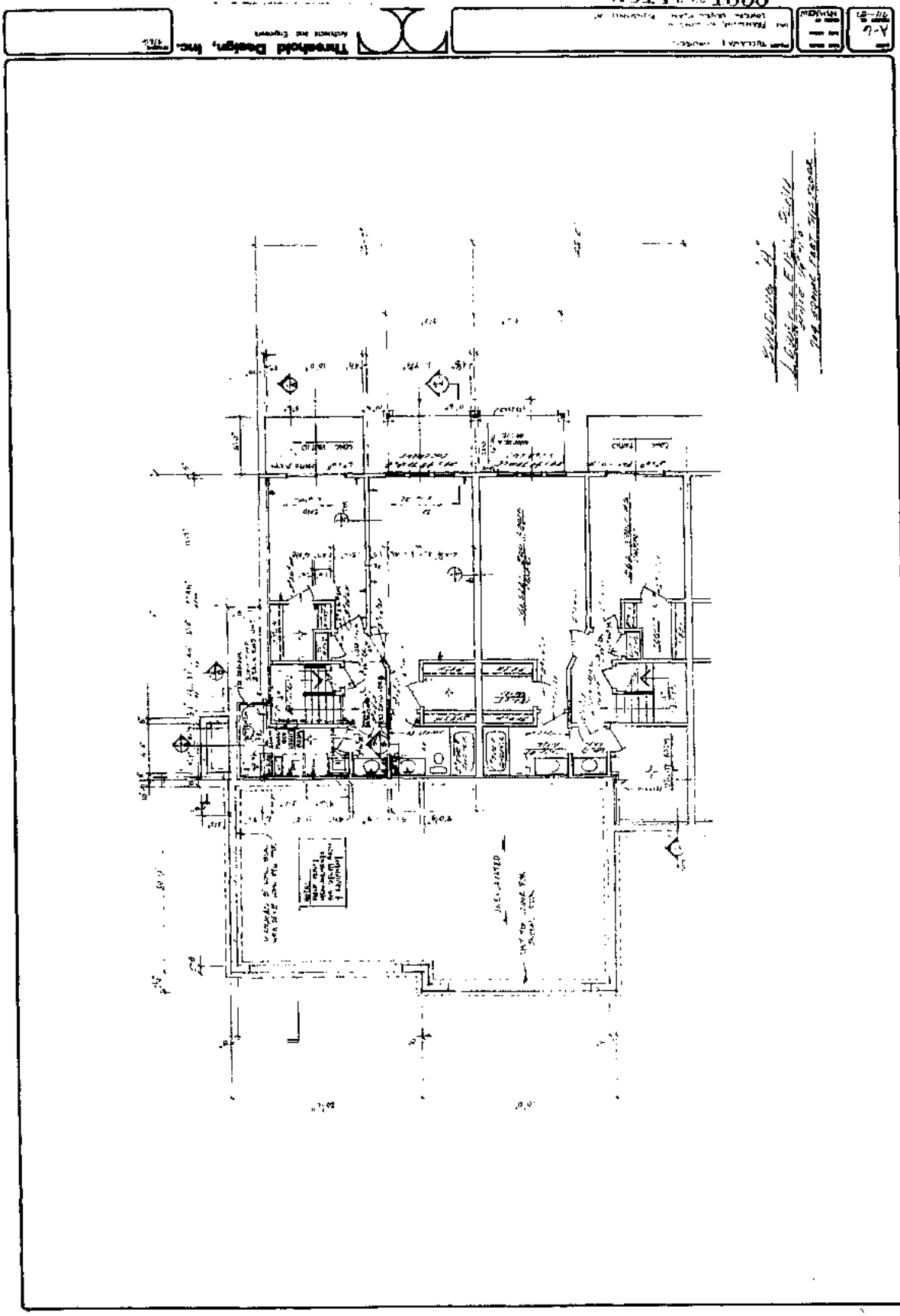
REEL 2314 IMAGE 1334



POOR COPY PRESENTED FOR RECORDING

EXHIBIT J-5

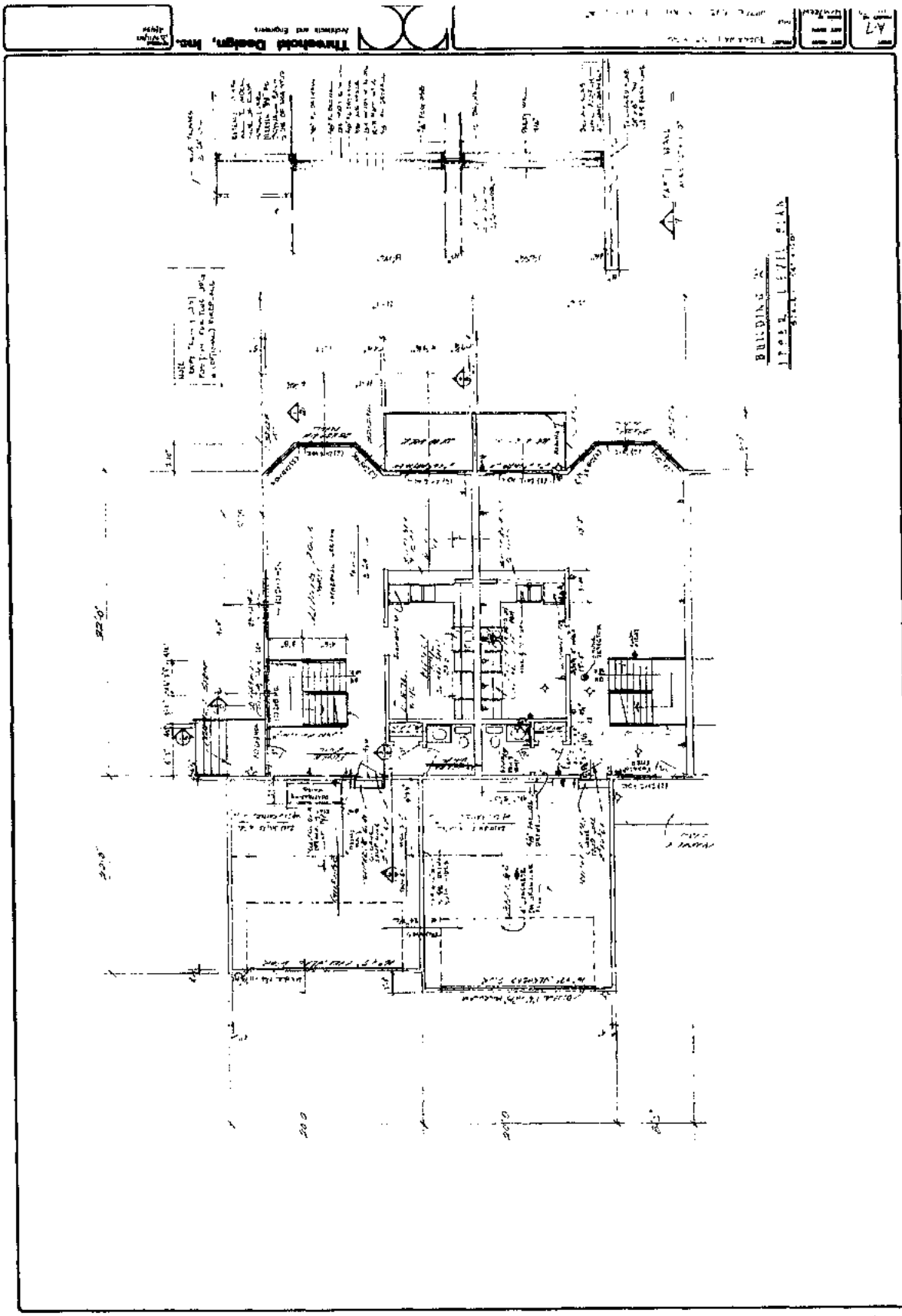
BOOK 2314 PAGE 1335



POOR COPY PRESENTED FOR RECORDING

EXHIBIT J-6

REEL 2314 IMAGE 1336



POOR COPY PRESENTED FOR RECORDING

2/89

Tuckaway Shores Homeowner's Association, Inc.
Projected Annual Budget
Based Upon 147 Living Units

Utilities	$ 29,971.00
Maintenance General (snow removal, grounds, lake, etc.)	39,178.00
Maintenance Repairs	5,733.00
Management/Administrative	18,223.00
Reserves (Insurance & Capital Improvement)	39,195.00
Estimated Total Budget	$132,300.00

EXHIBIT K

6317528

REGISTER'S OFFICE
Milwaukee County, WI
RECORDED AT 11:45 AM
OCT - 4 1989
REEL 2375 IMAGE 1369
REGISTER OF DEEDS

PHASE EIGHT SUPPLEMENT AND AMENDMENT TO DECLARATION OF CONDOMINIUM OF TUCKAWAY SHORES CONDOMINIUMS

THIS PHASE EIGHT SUPPLEMENT AND AMENDMENT, made and entered into this 2nd day of October, 1989, by **TUCKAWAY SHORES CONDOMINIUMS, A JOINT VENTURE**, hereinafter referred to as "Declarant".

This Amendment to Declaration is hereby made and executed pursuant to the Declaration of Condominium Ownership for Tuckaway Shores Condominiums and the provisions of the Wisconsin Condominium Ownership Act, Chapter 703, Wisconsin Statutes.

6317528 #

RECORD 48.00

WITNESSETH

The Declaration of Condominium Ownership for Tuckaway Shores Condominium was duly recorded by the Declarant in the Office of Register of Deeds for Milwaukee County, Wisconsin on the 8th day of September, 1982, at Reel 1467, Images 1866 to 1918 inclusive, as Document No. 5562578 and by Corrective Amendments dated September 13, 1982 which was recorded on the 22nd day of September, 1982, at Reel 1470, Images 1383 to 1399 inclusive, as Document No. 5565098, and that Corrective Amendment dated the 20th day of December, 1983, which was recorded on the 21st day of December, 1983 as Document No. 5685660.

Pursuant to the provisions of that Declaration, Article I, Section 1, the Declarant desires to submit and subject additional real estate to that Declaration and to the Condominium Ownership

4800

Act, which real estate is a portion of the real estate which was described in Exhibit A attached to the Declaration, and;

The Declarant desires to amend the Declaration and to annex to the plan of condominium ownership, under all the provisions of that Declaration, the real estate hereinafter described which is a portion of the real estate described in Exhibit A attached to the Declaration, and;

The Declarant is the owner of the real estate referred to above and which is hereinafter described, and for the purposes set forth above, **DECLARES AS FOLLOWS:**

ARTICLE I

LEGAL DESCRIPTION OF REAL ESTATE

The real estate which is annexed to the plan of condominium ownership, under all of the provisions of the Declaration of Condominium Ownership for Tuckaway Shores Condominiums, and which is hereby subjected to the provisions of the Condominium Ownership Act, Chapter 703, Wisconsin Statutes, as provided in said Declaration, is legally described as follows:

> A tract of land in the Northeast 1/4 of the Southeast 1/4 of Section 16, Town 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin, bounded and described as follows:
>
> Commence at the East 1/4 corner of said Section; Thence South 00 degrees 32 minutes 45 seconds East for a distance of 1006.54 feet, along the East line of said 1/4 Section, to a point; Thence South 89 degrees 27 minutes 17 seconds West for a distance of 60.00 feet, to a point in the West line of South 76th Street, C.T.U.

"U" and the point of beginning; Thence South 00 degrees 32 minutes 45 seconds East for a distance of 98.25 feet, along said West line, to a point; Thence South 88 degrees 33 minutes 24 seconds West for a distance of 146.34 feet, along the north line of Tuckaway Shores Drive, to a point; Thence North 25 degrees 28 minutes 20 seconds West for a distance of 101.75 feet, to a point; Thence South 88 degrees 33 minutes 24 seconds West for a distance of 275.84 feet, to a point; Thence North 52 degrees 00 minutes 00 seconds East for a distance of 235.14 feet, to a point; Thence South 38 degrees 00 minutes 00 seconds East for a distance of 118.20 feet, to a point; Thence South 80 degrees 30 minutes 00 seconds East for a distance of 209.68 feet, to the point of beginning.

Together with and subject to covenants, easements and restrictions of record.

Declarant specifically reserves the right to grant utility easements over this parcel of real estate subsequent to the recordation of this document.

ARTICLE II

RESIDENTIAL BUILDINGS IN PHASE EIGHT

The residential buildings constructed on the above-described real estate in this Phase Eight Supplement and Amendment are two (2) buildings, described as Buildings Fifteen (15) and Sixteen (16). Each building has four units. These buildings are of generally comparable quality and their design is compatible to the existing buildings currently located on the condominium property known as Phase Six (6) and Phase Seven (7). As disclosed in Article II of the Declaration previously recorded, surface parking was provided for the Units constructed in the Phases constructed prior to Phase Six, and this Phase, because

those Units had only a one car garage. Since the Units constructed with this Phase have two car garages, surface parking is not provided for owners of these Units. Complete construction details are contained in the working plans and drawings available for inspection at the office of the Declarant or Declarant's builder. The buildings are located as designated on the copy of the Condominium Plat which is attached hereto as Exhibit A. The Declarant reserves the right to change the type of any unit prior to or during construction, regardless of the initial designation of such type on the Exhibits attached hereto. Exhibits B-1, B-2, B-3, B-4, B-5 and B-6 are the building plans, subject to revision during construction, for Building Fifteen (15); Exhibits C-1, C-2, C-3, C-4, C-5 and C-6 are the building plans, subject to revision during construction, for Building Sixteen (16); The estimated Budget based upon one hunded fifty-five (155) units is attached hereto and marked as Exhibit D.

ARTICLE III

UNITS

SECTION 1. UNIT IDENTIFICATION: Each living unit shall be specifically designated by its unit number. The following Units are contained within the following Buildings:

Building 15:	8451 South 76th Street
	8449 South 76th Street
	8447 South 76th Street
	8445 South 76th Street
Building 16:	8443 South 76th Street
	8441 South 76th Street
	8439 South 76th Street
	8437 South 76th Street

Each unit shall have a two car attached garage for its owners' use.

SECTION 2. UNIT DESCRIPTION: The boundaries of each living unit in these buildings shall have the same boundaries as described in Section 2, Article II, of the Declaration of Condominium Ownership for Tuckaway Shores Condominiums. Wooden decks on the second floor are constructed such that some of the boards extend from one Unit's deck to the adjacent Unit owner's deck. In the event any of these commonly shared boards need repair, repainting or restaining, such that it is impossible to perform that work only on one Unit owner's deck, then, and only in that event, shall the cost incurred in performing that work shall be borne equally by the two Unit owners whose Units share the deck repaired. As described in Article II, Section 2 of the Declaration previously recorded, the concrete patios on ground level are included in the description of the Unit in this Phase.

ARTICLE IV

COMMON AND LIMITED COMMON AREAS

The Common and Limited Common areas as described in the Declaration of Condominiums for Tuckaway Shores apply to these buidings.

ARTICLE V

ASSESSMENTS

The Board of Directors shall establish the assessments against the owners of living units in the buildings constructed in this Phase Eight in accordance with the Declaration of Condominium Ownership for Tuckaway Shores Condominiums.

ARTICLE VI

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

SECTION 1. MEMBERSHIP: Membership of unit owners in the Association is controlled by Article V of the Declaration.

SECTION 2. UNIT VALUE FOR VOTING: The interest for each Unit shall be 1/155th and shall serve as the basis in determining the voting interest of each Unit on all matters as more fully set forth in the Declaration.

IN WITNESS WHEREOF, TUCKAWAY SHORES CONDOMINIUMS, A JOINT VENTURE has caused this instrument to be signed this 2nd day of October, 1989.

JOHN C. SCHLOSSER

LARRY GOAD

Signatures of John C. Schlosser
and Larry Goad authenticated
this 2nd day of October, 1989.

Richard W. Double,
Attorney at Law

This document was drafted by and should be returned to:
Richard W. Double
Attorney at Law
700 North Water Street
Milwaukee, Wisconsin 53202

TUCKAWAY SHORES CONDOMINIUMS
ADDITION NO. 6

BEING A PART OF THE NE 1/4 OF THE SE 1/4 OF SECTION 16, T 5 N, R 21 E, IN THE CITY OF FRANKLIN, COUNTY OF MILWAUKEE STATE OF WISCONSIN.

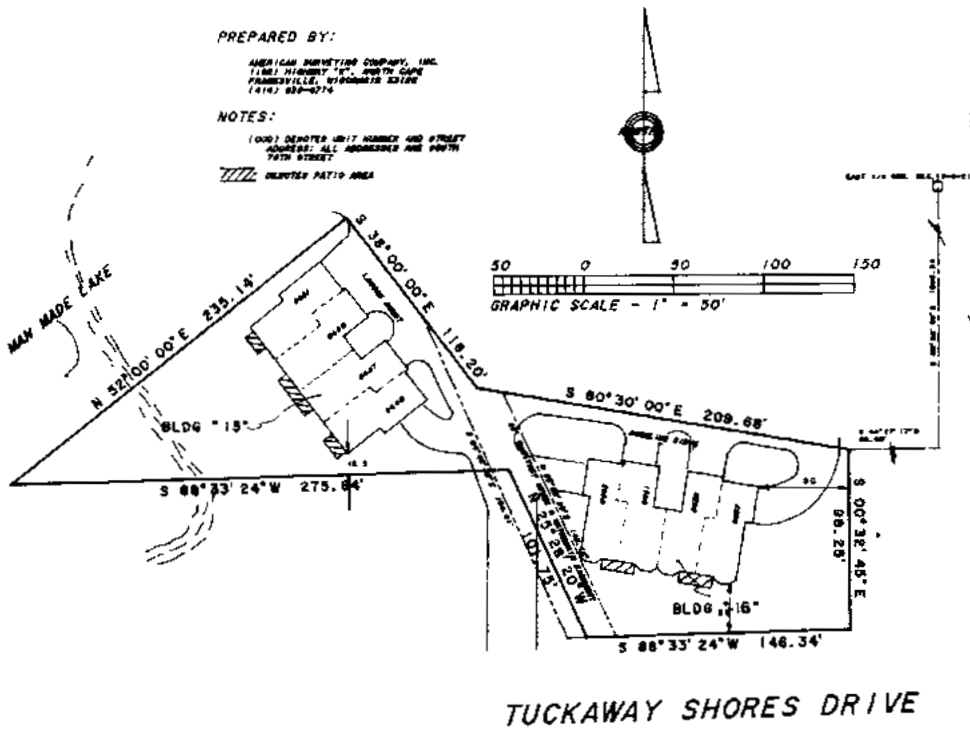
PREPARED BY:

AMERICAN SURVEYING COMPANY, INC.
11861 HIGHWAY 31, SOUTH CAPE
FRANKSVILLE, WISCONSIN 53126
(414) 859-9774

NOTES:

(000) DENOTES UNIT NUMBER AND STREET ADDRESS: ALL ADDRESSES ARE SOUTH 76TH STREET

////// DENOTES PATIO AREA



LEGAL DESCRIPTION

A TRACT OF LAND IN THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 16, TOWN 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, COUNTY OF MILWAUKEE, STATE OF WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCE AT THE EAST 1/4 CORNER OF SAID SECTION;

THENCE South 00 degrees 32 minutes 45 seconds East for a distance of 1966.04 feet, ALONG THE EAST LINE OF SAID 1/4 SECTION, TO A POINT;

THENCE South 88 degrees 27 minutes 15 seconds West for a distance of 66.00 feet, TO A POINT IN THE WEST LINE OF SOUTH 76TH STREET, C.T.H. "U" AND THE POINT OF BEGINNING;

THENCE South 00 degrees 32 minutes 45 seconds East for a distance of 98.28 feet, ALONG SAID WEST LINE, TO A POINT;

THENCE South 88 degrees 33 minutes 24 seconds West for a distance of 146.34 feet, ALONG THE NORTH LINE OF TUCKAWAY SHORES DRIVE, TO A POINT;

THENCE North 65 degrees 26 minutes 29 seconds West for a distance of 101.72 feet, TO A POINT;

THENCE North 88 degrees 33 minutes 24 seconds West for a distance of 275.64 feet, TO A POINT;

THENCE North 32 degrees 00 minutes 00 seconds East for a distance of 235.14 feet, TO A POINT;

THENCE South 58 degrees 00 minutes 00 seconds East for a distance of 118.20 feet, TO A POINT;

THENCE South 80 degrees 30 minutes 00 seconds East for a distance of 209.68 feet, TO THE POINT OF BEGINNING.

Together with and subject to easements, covenants, and restrictions of record.

Said property contains 0.5302 acres more or less.

WISCONSIN
PETE L. BAILEY
S-1398
NORTH CAPE, WI
LAND SURVEYOR

SURVEYOR'S CERTIFICATE:

STATE OF WISCONSIN)
RACINE COUNTY)

I, PETE L. BAILEY, Registered Land Surveyor, do hereby certify:

THAT I have surveyed the property described and that this survey is an accurate representation of the exterior boundary lines and the location of the buildings on said property. This plat is a correct representation of TUCKAWAY SHORES CONDOMINIUM ADDITION NO. 6, and the identification and location of each unit and common area can be determined from the plat. This surveyor makes no certification as to the accuracy of the diagrammical floor plans of the condominium buildings and units contained in the condominium plat or the approximate dimensions of the floor area thereof.

Dated this 24th day of August, 1989.

Pete L. Bailey
AMERICAN SURVEYING COMPANY, INC.
PETE L. BAILEY, RLS NO. 1398

SHEET 1 OF 1

REEL 2375 IMAGE 1375

EXHIBIT A

POOR COPY PRESENTED FOR RECORDING

POOR COPY PRESENTED FOR RECORDING

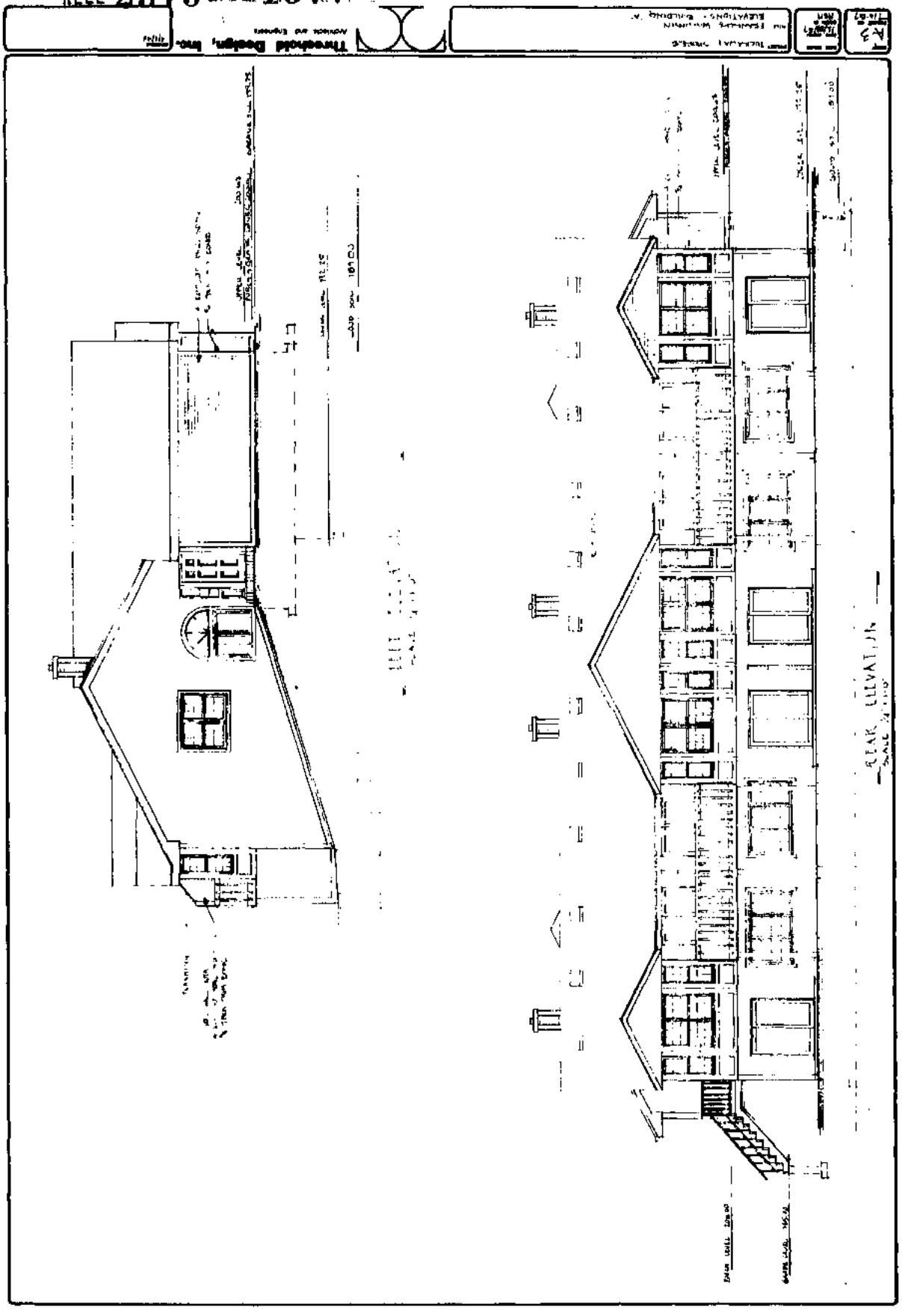
REEL 2375 IMAG 1376

EXHIBIT B-1

POOR COPY PRESENTED FOR RECORDING

REEL 2375 IMAG 1377

EXHIBIT B-2



POOR COPY PRESENTED FOR RECORDING

REEL 2375 IMAG 1378

EXHIBIT B-3

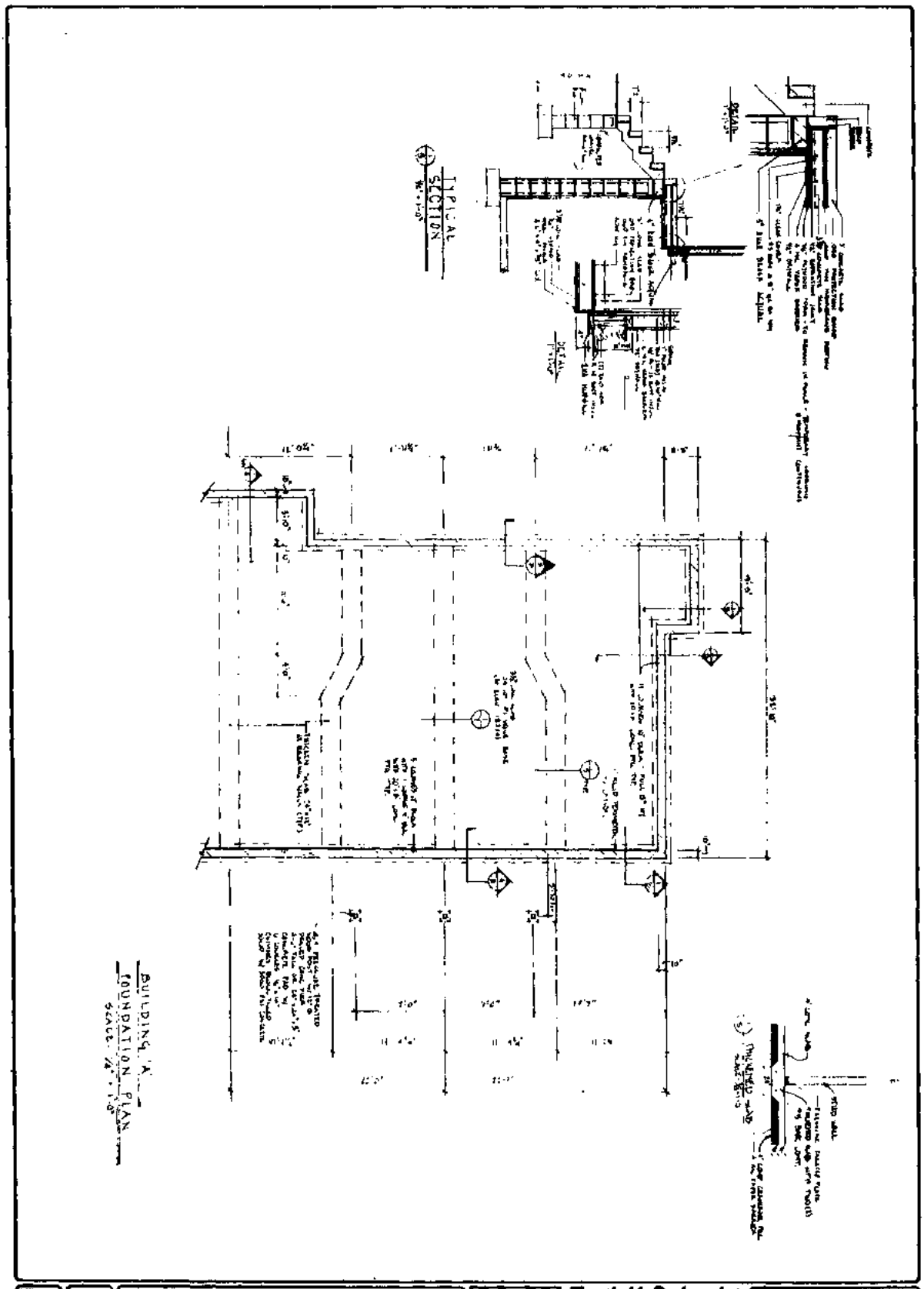
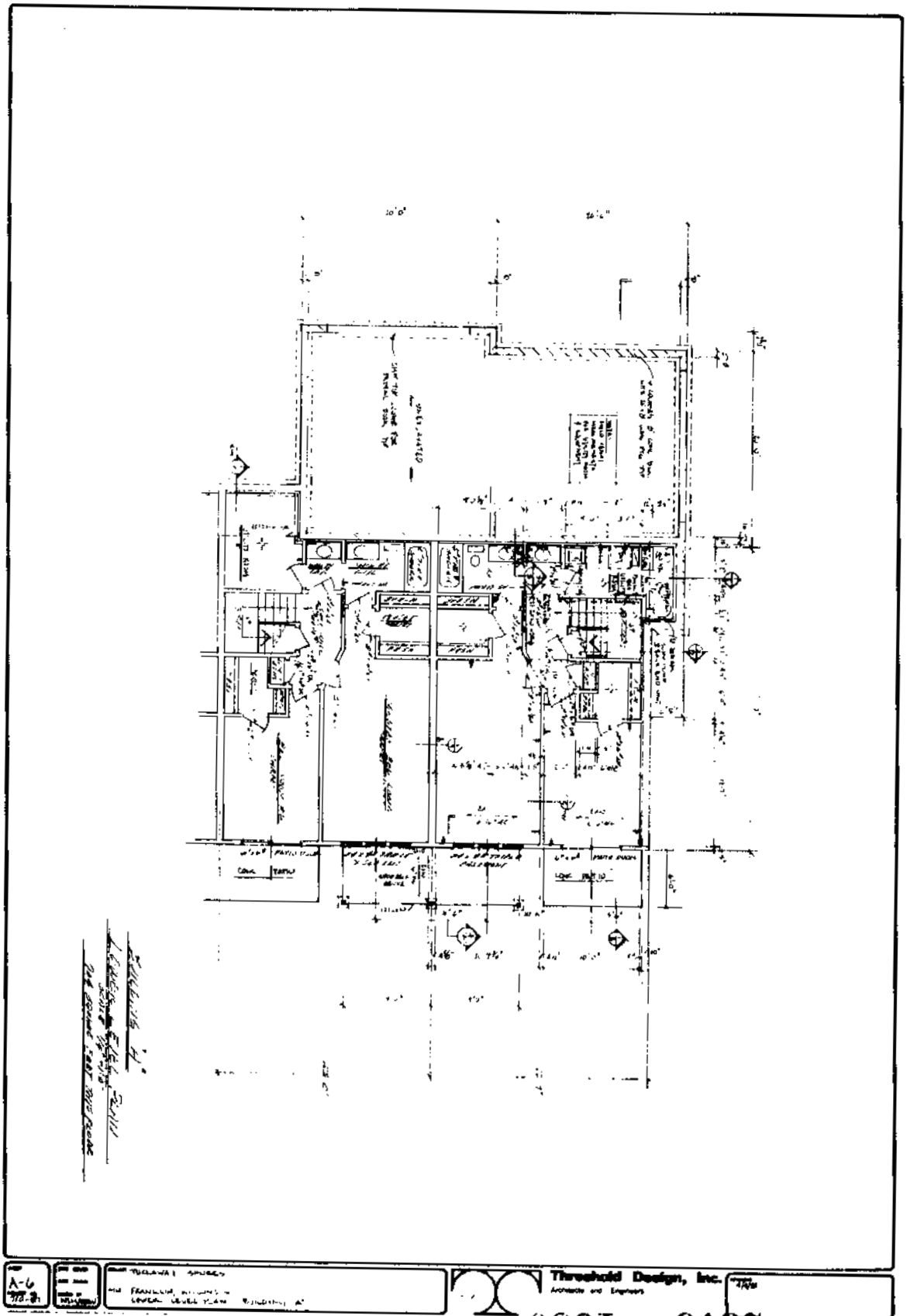


EXHIBIT B-4

REEL 2375 IMAGE 1379

POOR COPY PRESENTED FOR RECORDING



EXIBIT B-5

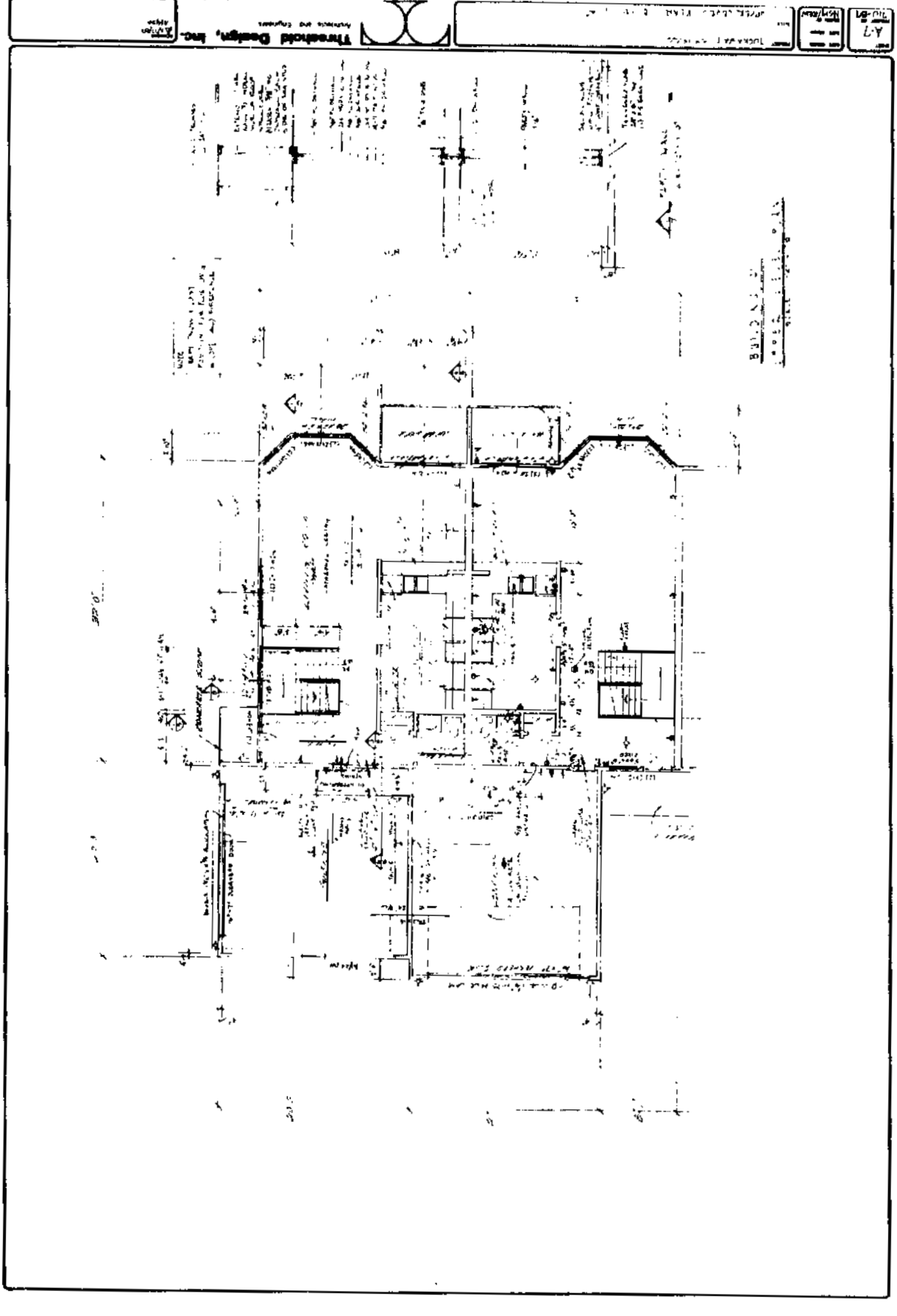
REEL 2375 IMAG 1380

POOR COPY PRESENTED FOR RECORDING

POOR COPY PRESENTED FOR RECORDING

REEL 2375 IMAG 1381

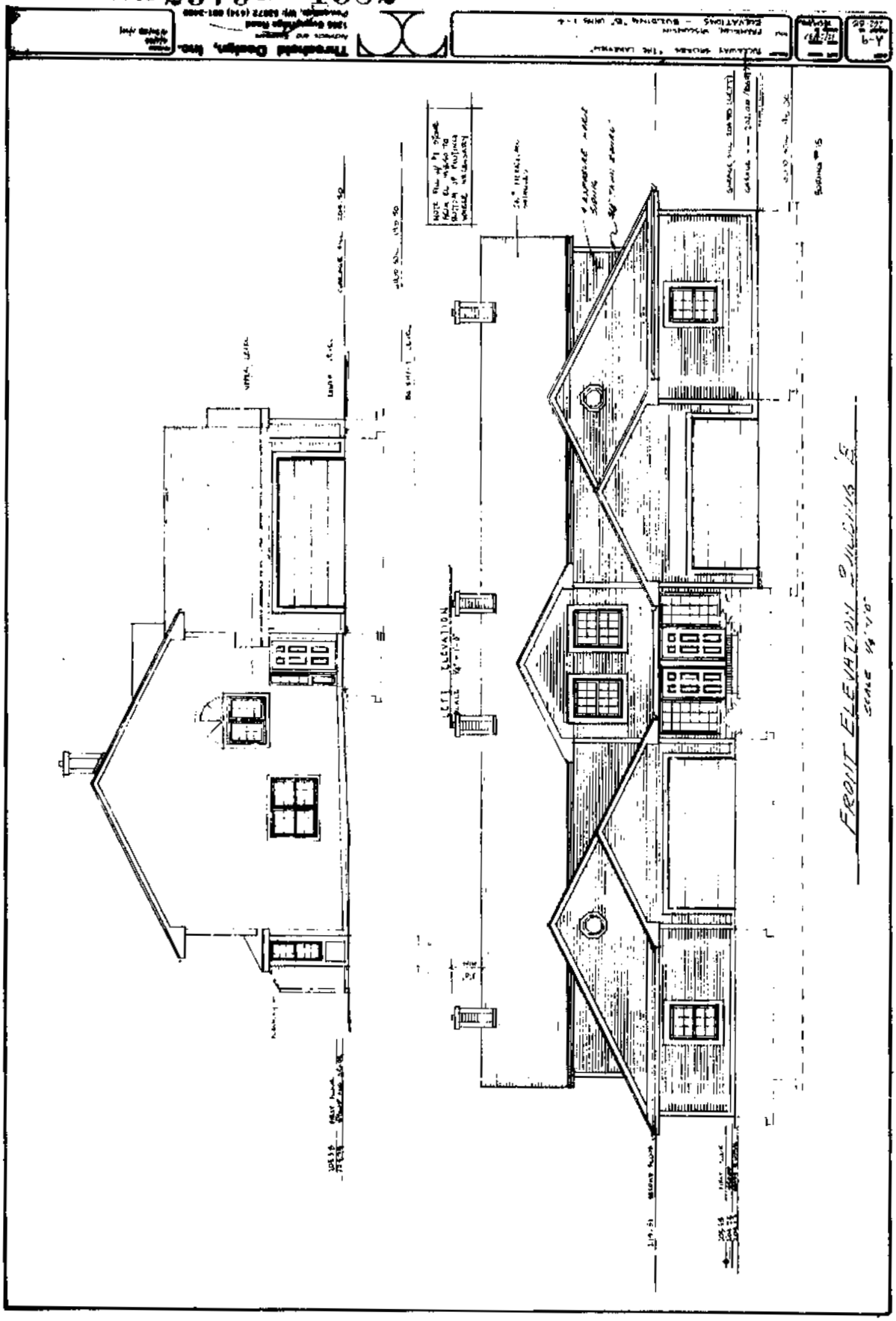
EXHIBIT B-6



POOR COPY PRESENTED FOR RECORDING

REEL 2375 IMAG 1382

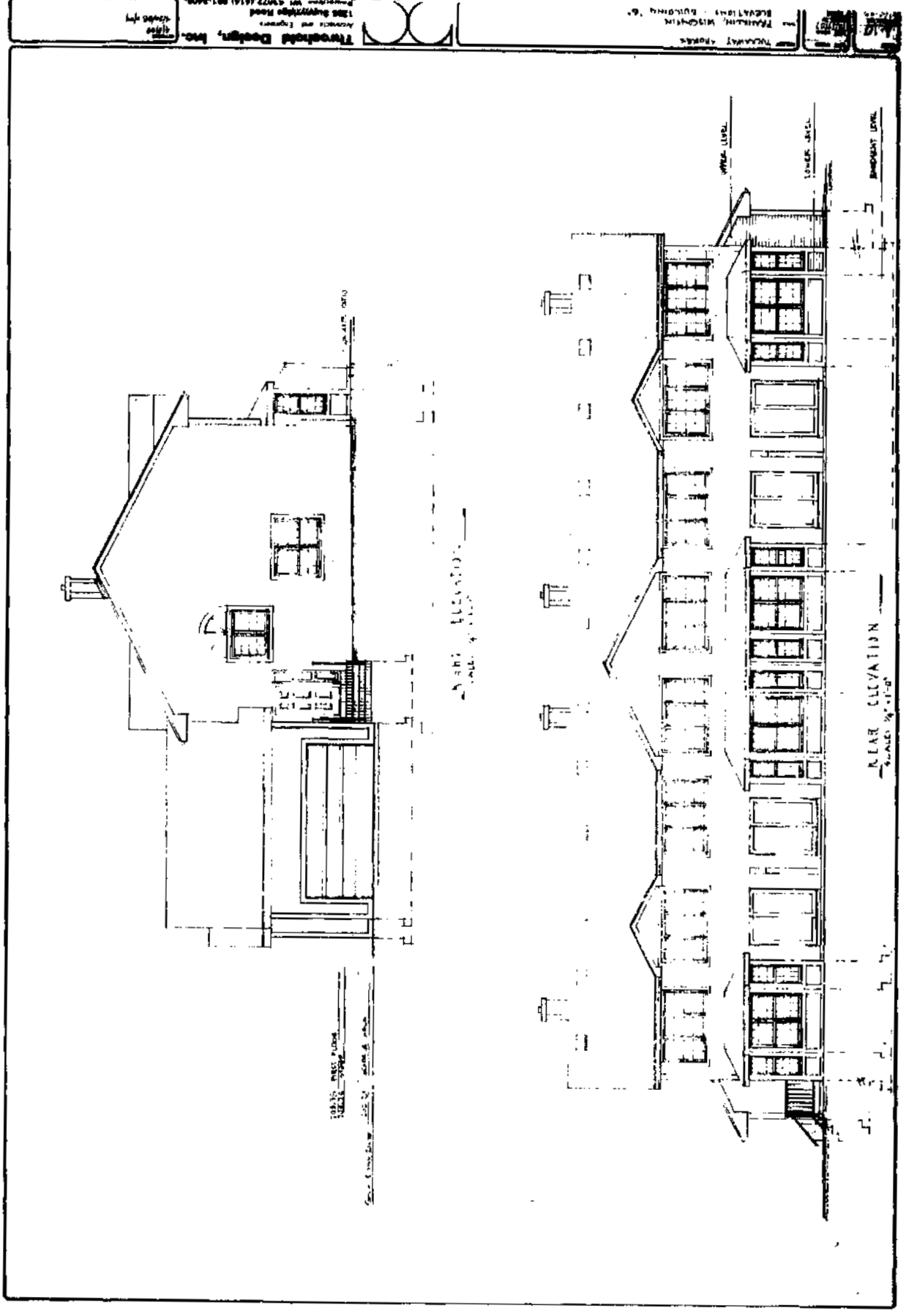
EXHIBIT C-1



POOR COPY PRESENTED FOR RECORDING

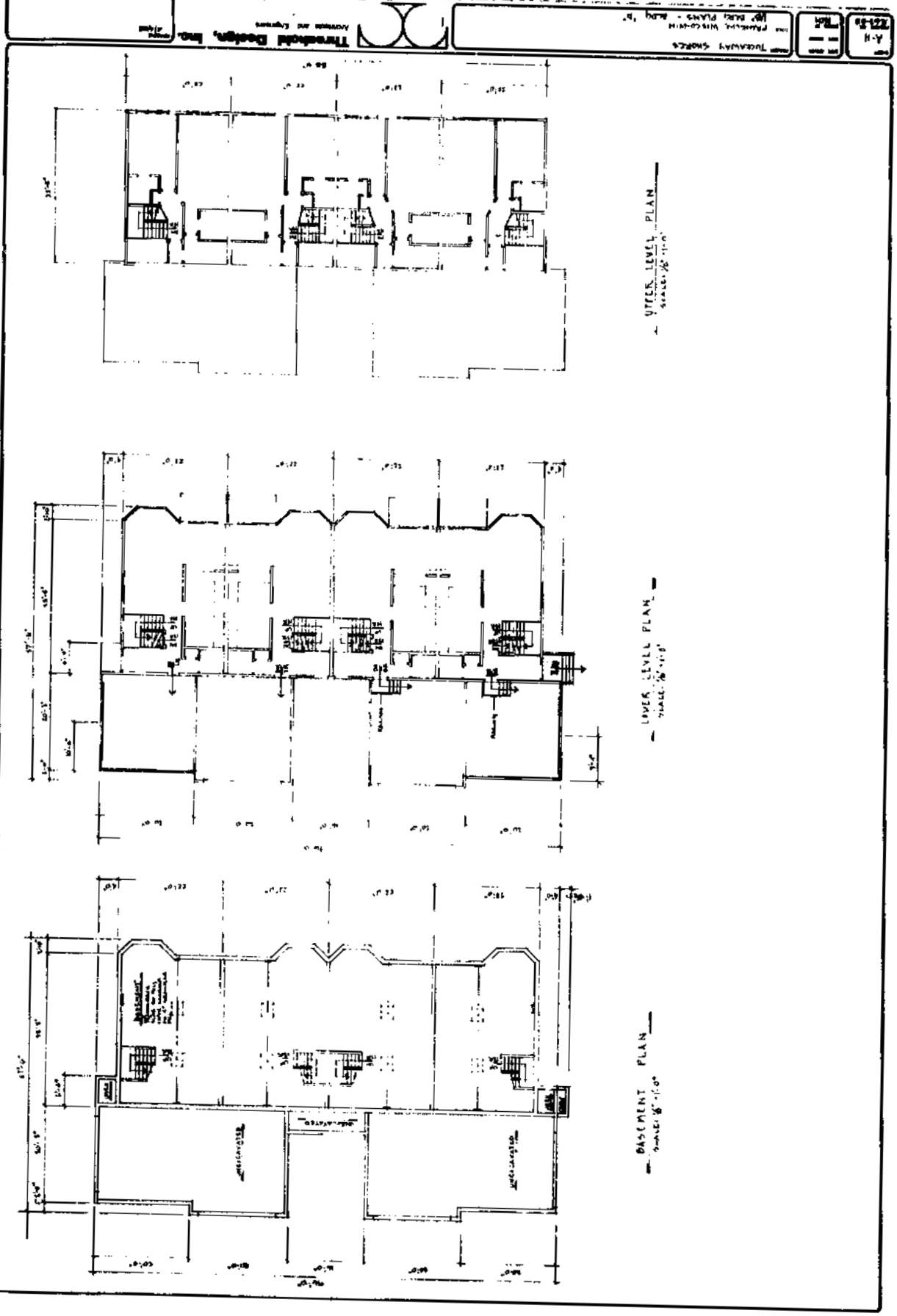
REEL 2375 IMAG 1383

EXHIBIT C-2



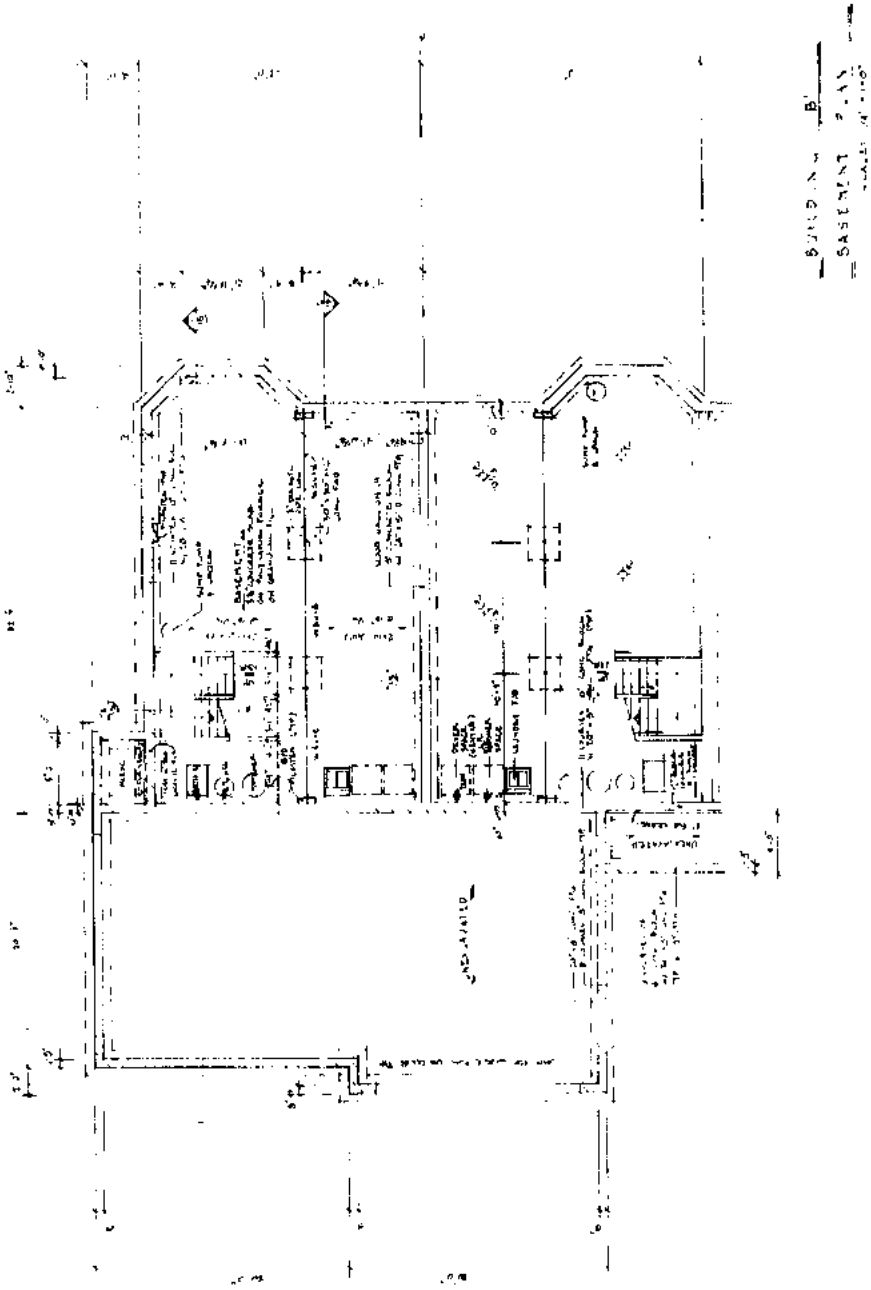
POOR COPY PRESENTED FOR RECORDING

REEL 2375 IMAG 1384 EXHIBIT C-3



POOR COPY PRESENTED FOR RECORDING

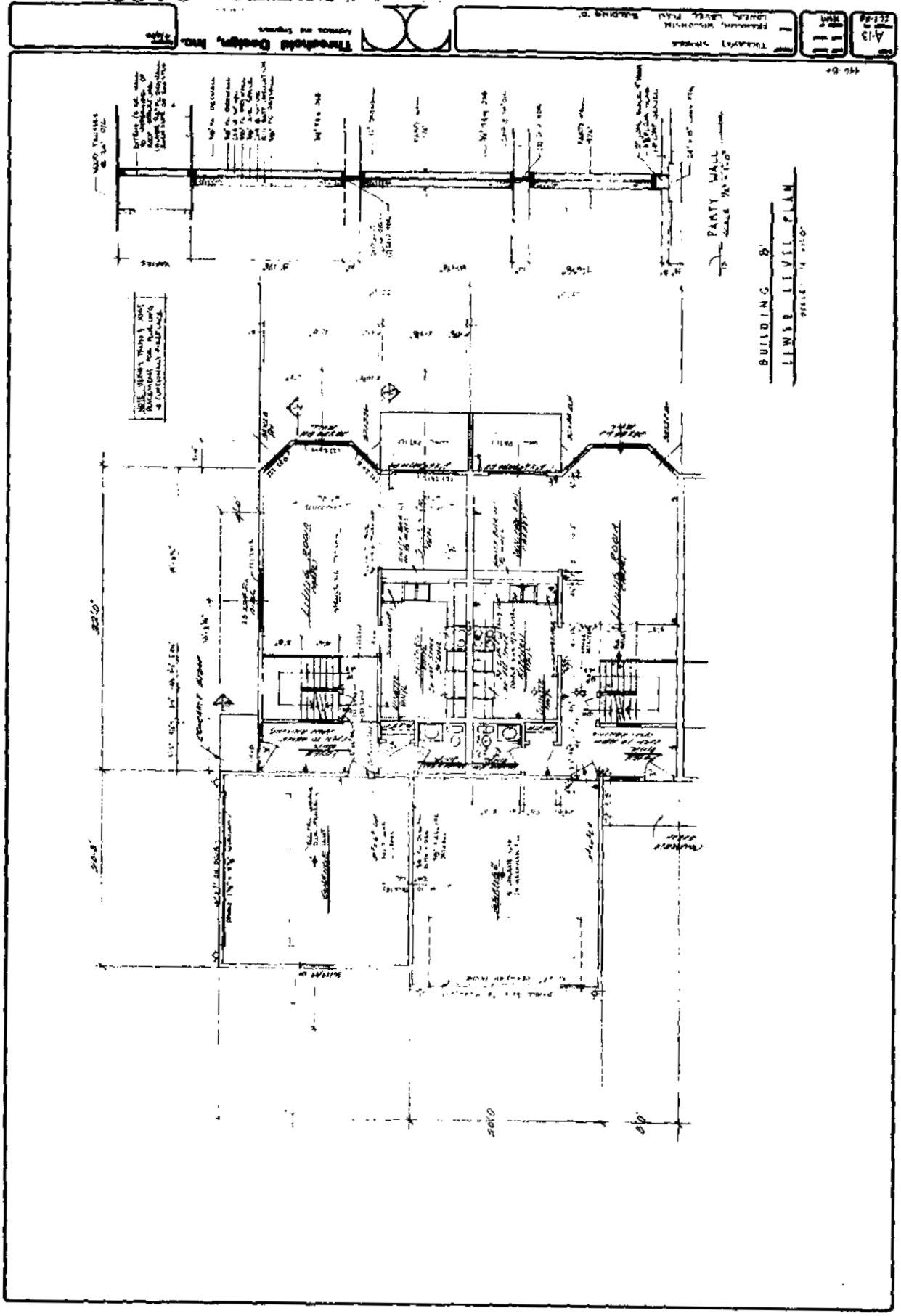
EXHIBIT C-4



POOR COPY PRESENTED FOR RECORDING

REEL 2375 IMAG 1386

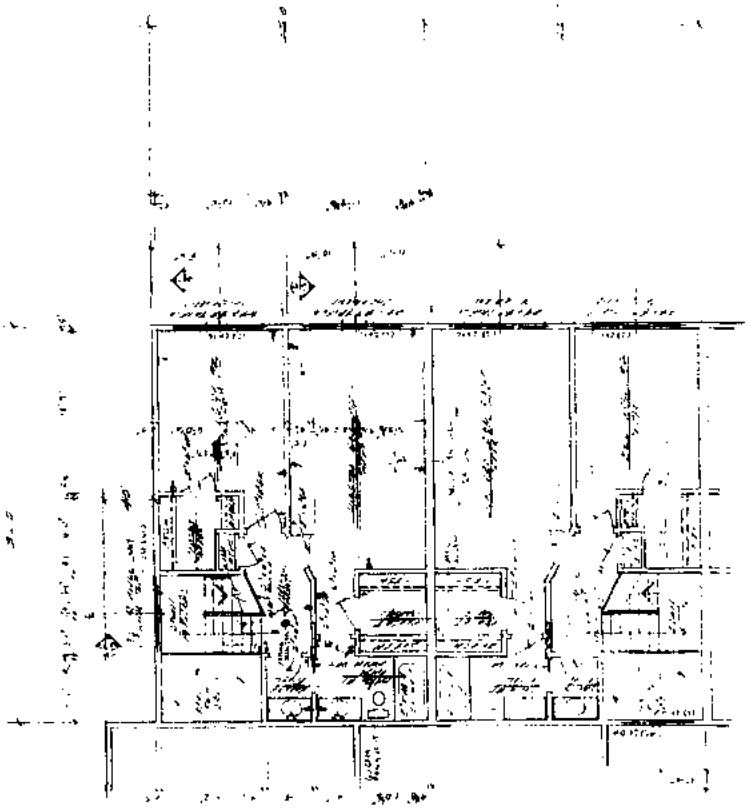
EXHIBIT C-5



POOR COPY PRESENTED FOR RECORDING

REEL 2375 IMAG 1387

EXHIBIT C-6



POOR COPY PRESENTED FOR RECORDING

REEL 2375 IMAG 1388

EXHIBIT D

TUCKAWAY SHORES CONDOMINIUMS
1989-90 OPERATING BUDGET COMPARISON
(Based upon 155 Living Units)

	1989			1990		
	PER YEAR	PER MONTH	PER UNIT	PER YEAR	PER MONTH	PER UNIT
INCOME						
101 Current Fees	103,500.00	8,625.00	75.00	176,700.00	14,725.00	95.00
102 Advance Fees						
103 Delinquent Fees						
104 Late Fees						
105 Dog Fees	510.60	42.55	0.37	595.20	49.60	0.32
106 Other						
107 Pier4 Transfer						
108 RV Fees	55.20	4.60	0.04	111.60	9.30	0.06
TOTAL INCOME	104,065.80	8,672.15	75.41	177,406.80	14,783.90	95.38
DISBURSEMENTS						
UTILITIES						
201 Water & Sewer	19,996.20	1,666.35	14.49	24,998.40	2,083.20	13.44
202 Electric	3,450.00	287.50	2.50	3,441.00	286.75	1.85
TOTAL UTILITIES	23,446.20	1,953.85	16.99	28,439.40	2,369.95	15.29
MAINT GENERAL						
301 Snow Removal	6,998.60	583.05	5.07	14,991.60	1,249.30	8.06
302 Grounds Maintenance	19,996.20	1,666.35	14.49	30,001.80	2,500.15	16.13
303 Lake Care	2,994.60	249.55	2.17	5,003.40	416.95	2.69
304 Supplies	662.40	55.20	0.48	1,506.60	125.55	0.81
TOTAL MAINT GENERAL	30,649.80	2,554.15	22.21	51,503.40	4,291.95	27.69
MAINT REPAIR						
401 Electrical	496.80	41.40	0.36	502.20	41.85	0.27
402 Plumbing	496.80	41.40	0.36	502.20	41.85	0.27
403 Asphalt	993.60	82.80	0.72	1,004.40	83.70	0.54
404 Misc. Repairs	993.60	82.80	0.72	1,004.40	83.70	0.54
405 Roofing	1,504.20	125.35	1.09	2,008.80	167.40	1.08
TOTAL MAINT REPAIR	4,485.00	373.75	3.25	5,022.00	418.50	2.70
ADMINISTRATIVE						
501 Off Sup/Post/Acct	1,697.40	141.45	1.23	1,692.60	141.05	0.91
502 Bank Service Chrg.	96.60	8.05	0.07	93.00	7.75	0.05
503 Outside Off. Serv.	151.80	12.65	0.11	297.60	24.80	0.16
504 Management Fee	10,350.00	862.50	7.50	13,950.00	1,162.50	7.50
505 Legal Expense	1,504.20	125.35	1.09	10,006.80	833.90	5.38
506 Tax Preparation				148.80	12.40	0.08
507 Income Tax	455.40	37.95	0.33	706.80	58.90	0.38
TOTAL ADMINISTRATIVE	14,255.40	1,187.95	10.33	26,895.60	2,241.30	14.46
RESERVE ACCOUNTS						
601 Capital Improvement	17,167.20	1,430.60	12.44	51,838.20	4,319.85	27.87
602 Insurance	13,496.40	1,124.70	9.78	13,001.40	1,083.45	6.99
TOTAL RESERVE ACCOUNTS	30,663.60	2,555.30	22.22	64,839.60	5,403.30	34.86
TOTAL DISBURSEMENTS	103,500.00	8,625.00	75.00	176,700.00	14,725.00	95.00

POOR COPY PRESENTED FOR RECORDING

EXHIBIT D

REEL 2375 IMAG 1389

TUCKAWAY SHORES

1989-1990 RESERVE BUDGET COMPARISON

	1989 PER YEAR	1989 PER MONTH	1989 PER UNIT	1990 PER YEAR	1990 PER MONTH	1990 PER UNIT
CAPITAL RESERVE						
INCOME CAP RESV						
C01 Reserve Deposits	17,167.20	1,430.60	12.44	51,838.20	4,319.85	27.87
C02 Interest - Savings						
C03 Misc. Income						
TOTAL INCOME CAP RESV	17,167.20	1,430.60	12.44	51,838.20	4,319.85	27.87
CAPITAL RESERVE						
EXPENSES CAP RESV						
C01 Asphalt	1,000.00	83.33	0.72	7,000.00	583.33	3.76
C02 Roofing	1,000.00	83.33	0.72	8,100.00	675.00	4.35
C03 Siding	3,167.04	263.92	2.29			
C04 Painting - Exterior	10,000.00	833.33	7.25	19,000.00	1,583.33	10.22
C05 Concrete	1,000.00	83.33	0.72			
C06 Gutters/Downspouts	1,000.00	83.33	0.72			
C07 Piers/Riprap				8,500.00	708.33	4.57
C08 Landscaping				9,238.20	769.85	4.97
TOTAL EXPENSES CAP RESV	17,167.04	1,430.59	12.44	51,838.20	4,319.85	27.87
INSURANCE RESERVE						
INCOME INS RESV						
I01 Reserve Deposits	13,496.40	1,124.70	9.78	13,001.40	1,083.45	6.99
I02 Interest-Savings						
I03 Insurance Proceeds						
I04 Insurance Rebates						
TOTAL INCOME INS RESV	13,496.40	1,124.70	9.78	13,001.40	1,083.45	6.99
INSURANCE RESERVE						
EXPENSES INS RESV						
I01 Multi-Peril	13,080.36	1,090.03	9.48	11,253.00	937.75	6.05
I02 Worker's Comp.	416.04	34.67	0.30	465.00	38.75	0.25
I03 Umbrella				855.60	71.30	0.46
I04 Fidelity Bond				427.80	35.65	0.23
TOTAL EXPENSES INS RESV	13,496.40	1,124.70	9.78	13,001.40	1,083.45	6.99

REEL 2375 IMAG 1390

TUCKAWAY SHORES
REPLACEMENT RESERVE ALLOCATIONS

	1988 1989 BALANCES	1989 1990 ALLOCATIONS	TOTAL PROJECTED RESERVES	--1989 1990-- NOVEMBER EXPENDITURES	YTD EXPENDITURES	YEAR END PROJECTED BALANCES
REPLACEMENT RESERVE						
Roofing	1,900.00	8,100.00	10,000.00			10,000.00
Siding	13,167.00		13,167.00			13,167.00
Painting/Aluminum Work	6,000.00	19,000.00	25,000.00			25,000.00
Asphalt	1,000.00	7,000.00	8,000.00			8,000.00
Concrete	1,000.00		1,000.00			1,000.00
Gutters/Downspouts	1,000.00		1,000.00			1,000.00
Piers/Riprap		8,500.00	8,500.00			8,500.00
Landscaping		9,238.20	9,238.20			9,238.20
Contingency	1,450.28		1,450.28			1,450.28
TOTAL REPLACEMENT RESERVE	25,517.28	51,838.20	77,355.48			77,355.48

EXHIBIT D

TUCKAWAY SHORES PIER 4
1989-1990 OPERATING BUDGET COMPARISON

	1989			1990		
	PER YEAR	PER MONTH	PER UNIT	PER YEAR	PER MONTH	PER UNIT
INCOME						
101 Current Fees	18,000.00	1,500.00	75.00	22,800.00	1,900.00	95.00
102 Interest						
103 Additional Maint.	3,000.00	250.00	12.50	3,840.00	320.00	16.00
104 Utility Fees	3,840.00	320.00	16.00	5,280.00	440.00	22.00
105 Pet Fees	180.00	15.00	0.75			
106 Other						
TOTAL INCOME	25,020.00	2,085.00	104.25	31,920.00	2,660.00	133.00
DISBURSEMENTS						
UTILITIES						
201 Gas	3,840.00	320.00	16.00	3,840.00	320.00	16.00
202 Electric	1,099.20	91.60	4.58	1,440.00	120.00	6.00
TOTAL UTILITIES	4,939.20	411.60	20.58	5,280.00	440.00	22.00
MAINT GENERAL						
301 Cleaning Main.	1,500.00	125.00	6.25	1,500.00	125.00	6.25
302 Misc. Expenses	549.60	45.80	2.29	400.80	33.40	1.67
303 Fire Systems				168.00	14.00	0.70
TOTAL MAINT GENERAL	2,049.60	170.80	8.54	2,068.80	172.40	8.62
MAINT REPAIR						
401 Garage Door	499.20	41.60	2.08	499.20	41.60	2.08
402 Boiler	520.80	43.40	2.17	520.80	43.40	2.17
403 Exhaust Fan				300.00	25.00	1.25
TOTAL MAINT REPAIR	1,020.00	85.00	4.25	1,320.00	110.00	5.50
ADMINISTRATIVE						
501 Gas Bill Calcs.	400.80	33.40	1.67	400.80	33.40	1.67
502 Bank Charges	50.40	4.20	0.21	50.40	4.20	0.21
TOTAL ADMINISTRATIVE	451.20	37.60	1.88	451.20	37.60	1.88
TOTAL DISBURSEMENTS	8,460.00	705.00	35.25	9,120.00	760.00	38.00
TRANSFER TO OPERATING	18,180.00	1,515.00	75.75	22,800.00	1,900.00	95.00
TOTAL EXPENSES	26,640.00	2,220.00	111.00	31,920.00	2,660.00	133.00
Less Gas Payments	-3,840.00	-320.00	-16.00	-3,840.00	-320.00	-16.00
TOTAL LESS GAS (Per Unit)	22,800.00	1,900.00	95.00	28,080.00	2,340.00	117.00

DECLARATION OF CONDOMINIUM OWNERSHIP

TUCKAWAY SHORES CONDOMINIUMS

South 76th Street at West Forest Hill Avenue

Franklin, Wisconsin

TABLE OF CONTENTS

Article I	Legal description of real estate and definitions	3
Article II	Unit identification and description	7
Article III	Common and Limited common areas	9
Article IV	Rights and obligations of owners	11*
Article V	Membership and voting rights	16
Article VI	Rights and obligations of Association	18
Article VII	Assessments	19
Article VIII	Party walls	26
Article IX	Insurance	27
Article X	Termination, amendments, enforcement, Registered agent for service of process	29-31
Exhibit A & B	Real estate subject to being added to this condominium	32-36
Exhibit C	Condominium Plat	37
Exhibit D	Addresses of units	38-39
Exhibits E thru R	Building location and floor plans	40-53

DECLARATION OF CONDOMINIUM OWNERSHIP FOR

TUCKAWAY SHORES CONDOMINIUMS

THIS DECLARATION, made this 1st day of September, 1982, by Tuckaway Shores Condominiums, a joint venture, hereinafter referred to as the "DECLARANT",

WITNESSETH

WHEREAS, the DECLARANT is the owner in fee simple of certain real estate hereinafter described, in the City of Franklin, Milwaukee County, Wisconsin; and

WHEREAS, the DECLARANT intends to construct upon said real estate various buildings, at various locations, in various stages, such that there may be as many as 176 residential single-family units, together with improvements, which may include a lake, landscaped areas, swimming areas, driveways, and such other areas, fixtures, equipment and other facilities related thereto or used in connection therewith, and any subsurface or surface improvements consisting of sanitary sewer, storm sewer, water, electric, telephone and other facilities.

WHEREAS, the DECLARANT intends to and does hereby submit said real estate, and all improvements which shall be constructed thereon subsequent to this date, and all rights and privileges relating thereto, to the provisions of the Wisconsin Condominium Ownership Act, Chapter 703, Wisconsin Statutes (hereinafter referred to as the "Act"), and the DECLARANT further reserves the right to submit additional real estate to the Act and this Declaration;

WHEREAS, it is the intent of the DECLARANT to establish certain rights, conditions, restrictions, covenants and easements in, over and upon said real estate for the benefit of DECLARANT and all future owners or occupants of any portion of said real estate, and any unit or units thereon, and to provide for the proper and harmonious use of the property and all the units; and

WHEREAS, it is the intent of the DECLARANT that all individual unit owners, mortgagees, occupants and any other individuals who acquire an interest in said real estate, shall at all times enjoy the benefits of and hold their interests subject to the rights, conditions. restrictions, covenants and easements set forth in this Declaration, all of which have been established to enhance and promote the desirability and attractiveness of said real estate together with the condominium concept hereinafter set forth.

NOW, THEREFORE, the DECLARANT, as the title holder of the real estate referred to above, and which is described at greater length hereinafter, **DECLARES AS FOLLOWS:**

ARTICLE I
DEFINITIONS AND
LEGAL DESCRIPTION OF REAL ESTATE

Section 1. **LEGAL DESCRIPTION OF LAND:** The real estate which is hereby submitted and subjected to the provisions of the Condominium Act, Chapter 703, Wisconsin Statutes, is legally described as follows:

All that part of the Northeast One-quarter of the Southeast One-quarter of Section 16, Town 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, described as follows:

Lot 2 of Tuckaway Shores Condominiums, a subdivision recorded as Document No. 5536079 in the Register's Office of Milwaukee County and filed in Volume 113 of Plats on Pages 27 and 28. (containing 25,255 square feet or 0.5798 acres of land)

Also that part of Lot 1 of said TUCKAWAY SHORES CONDOMINIUMS bounded and described as follows: Beginning at the Northwest corner of said Lot 1; thence South 00 degrees, 32' 43" East, 153.35 feet along the Westerly line of said Lot 1; thence Southwesterly, 103.34 feet along said Westerly line and along the arc of a curve having the center of the circle of which said arc is a part lying to the Northwest, having a central angle of 45 degrees 32' 43", having a radius of 130.00 feet and having a chord of 100.64 feet which bears South 22 degrees 13' 38.5" West; thence South 45 degrees 00' 00" West, 252.81 feet along said Westerly line; thence Southwesterly, 31.60 feet along said Westerly line and along the arc of a curve having the center of the circle of which said arc is a part lying to the Northwest, having a central angle of 04 degrees 38' 31", having a radius of 390.00 feet and having a chord of 31.59 feet which bears South 47 degrees 19' 15.5" West, to the Southerly line of said Lot 1; thence South 40 degrees 21' 29" EASt, 99.13 feet along said Southerly line; thence North 45 degrees 00' 00" East, 257.52 feet; thence North 72 degrees 00' 00" East, 48.00 feet along a line (and the Easterly extension thereof) which is 10.00 feet from (as measured along a line with a bearing of South 18 degrees 00' 00" East) the center of an existing sanitary manhole; thence North 88 degrees 41' 24" East, 36.00 feet; thence North 37 degrees 45' 00" East, 142.00 feet; thence North 01 degree 18' 36" West, 25.00 feet; thence North 36 degrees 14' 50" East, 63.61 feet; thence North 88 degrees 41' 24" East, 210.00; thence North 01 degree 18' 36" West, 140.74 feet to the North line of said Lot 1; thence South 88 degrees 41' 24" West, 420.14 feet along said North line to the point of beginning. (containing 177,271 square feet or 2.6922 acres of land).

Said real estate and all improvements thereon and appurtenances thereto shall be known as **TUCKAWAY SHORES CONDOMINIUMS.**

The DECLARANT shall have the exclusive right to submit and subject an additional parcel or parcels of real estate to the Condominium Ownership Act, this Declaration and all of its restrictions. The real estate which the DECLARANT reserves the right to submit and subject as additional parcel or parcels of real estate to this Condominium Ownership Act are more particularly described in Exhibits A and B attached hereto and made a part hereof.

The address to the entire real estate has not been assigned by the City, but is known as the Southwest corner of real estate, at the intersection of South 76th Street and West Forest Hill Avenue, in the City of Franklin, Milwaukee County, State of Wisconsin. The Declarant intends to construct 22 units in Phase One, which shall have addresses. These addresses shall identify each unit. The units shall be located in buildings which shall be identified by numbered "piers". As an example, Pier Two, shall contain units having addresses 8322 South Tuckaway Shore Drive through 8336 South Tuckaway Shore Drive. The units contemplated constructed in Phase One, are more accurately shown on Exhibit C attached hereto, showing the various addresses, and which Pier these units will be located in. The Association, until the operation of said Association is transferred to the Unit Owners, shall have as its mailing address, 2719 South 60th Street, Milwaukee, Wisconsin 53219.

Section 2. **DEFINITIONS.**

a. "Association" shall mean and refer to TUCKAWAY SHORES HOME OWNERS ASSOCIATION, INC., a corporation formed as a non-profit corporation, with stock, pursuant to Chapter 181,

Wisconsin Statutes, or its successors and assigns.

b. "Owner" shall mean and refer to the record owner, whether singular or plural, persons or entities, of a fee simple title to a unit. This shall not be deemed to include any person or entity who may hold such interest as a security for the performance of an obligation.

c. "Unit" shall mean that portion of the property which is subjected to this Declaration, consisting of a portion of a residential building constructed on the aforementioned real estate, having a separate entrance, with enclosed rooms or areas contained in said building, more particularly described hereinafter, and more particularly set forth on the floor plans attached hereto as Exhibits E through R.

d. "Unit Number" shall mean the number assigned as the mailing address for a particular unit.

e. "Common Elements" shall mean, unless otherwise more specifically provided, the common areas and facilities consisting of the real estate described above and the improvements thereon, excepting therefrom the units, limited common elements, and any improvements or installations for or by public utilities, or other community services, including but not limited to possible cable television service.

f. "Limited Common Elements" shall be those common elements which are identified hereinafter, which are specifically reserved for the exclusive use of one or more owners, but in no event, for all of the unit owners.

g. "Declarant" shall mean THE TUCKAWAY SHORES CONDOMINIUMS, a joint venture.

h. "Mortgage" shall mean any mortgage or other security instrument which creates a lien on a unit, or any part thereof.

i. "Mortgagee" shall mean any person named as a mortgagee under any mortgage in which the interests of any owner are encumbered.

j. "Majority" shall mean that group of unit owners whose votes, when added together, exceed 50% of the total votes entitled to be voted, who are represented in person or by proxy.

k. "Person" shall mean an individual, corporation, partnership, association, trust or other legal entity.

l. "Surface Parking" shall mean all designated parking stalls, whether reserved for a particular unit; designated for recreational vehicles (hereinafter referred to as "R.V.s"); or as visitor parking.

ARTICLE II
UNITS:

Section 1. **UNIT IDENTIFICATION:** Each unit shall be specifically designated by its address as set forth in Exhibit D, attached hereto.

Each unit shall be entitled to one (1) surface parking stall, which shall be designated by a sign bearing the same address number as the unit has. The exclusive use of said surface parking, shall belong only to the unit whose address coincides with the unit number shown on said parking space.

Each deed, lease, mortgage, or other instrument may legally describe a Unit by its address and each such description shall be deemed to include said designated parking space.

Section 2. **UNIT DESCRIPTION:** It is the intent of DECLARANT to subject all the real estate described herein and attached hereto on Exhibits, in phases, to the Condominium Ownership Act, and in so doing, to construct, in phases, 176 units on all the real estate, once all phases are constructed, if the Declarant chooses to do so. The Declarant reserves the sole right to determine how many units shall be constructed in each phase of the development, the total number of units to be built, not exceeding 176 units, and how much real estate to be subjected to this Condominium and the Act.

The boundaries of each Unit shall consist of that area which has vertical boundaries of the inner surface of the exterior or party walls bounding each Unit; the lower horizontal boundary of the Unit shall be the plane of the upper surface of the concrete slab which is the basement floor, and the upper horizontal boundary shall be the plane of the undersurface of the ceiling joists. The Unit shall also include all attached decks, all windows, doors and door frames, except that it shall be the duty of the Association to paint all exteriors, including trim around windows and doors and the exterior side of the exterior doors of each Unit. No Unit owner shall be entitled to paint the exterior side of their exterior doors colors other than the color chosen by the Association. In Units which contain attached garages, the Unit shall include that area contained in the attached garage which has vertical boundaries of the inner surface of the exterior or party walls bounding each garage, the lower horizontal boundary of the garage shall be the plane of the upper surface of the concrete slab, and the upper horizontal boundary shall be the plane of the undersurface of the ceiling joists.

All installations attached to all of the utilities which provide power, light, gas, heat, hot and cold water, and air conditioning, which exclusively apply to a unit, shall be considered part of that Unit.

Except for surface parking designated for visitors, only unit owners may use surface parking. The parking areas designated for R.V.s, as may be designated and described by the Association, shall be available for lease by the Association, under leases having a term of not less than one (1) year, with the monthly rental payments to be established by the Association.

ARTICLE III
COMMON AND LIMITED COMMON AREAS

Section 1. **OWNERSHIP OF COMMON AREAS:** Each unit owner shall own an undivided interest in the common areas as a tenant-in-common with all other Unit Owners of the real estate, and, except as otherwise restricted in this Declaration, shall have the right to use the common elements for all purposes incidental to the use and occupancy of each owner's unit, and for such other incidental uses which might be permitted by this Declaration, which rights shall be appurtenant and run with each Unit. The percentage of ownership for each unit owner shall be determined by the creation of a fraction the numerator of which shall be one (1) and the denominator of which shall be the total number of units constructed on the date of calculating this percentage. With each phase of development, the percentage of ownership shall change accordingly, resulting in a reduction of each owner's percentage of ownership. It being the intent of the DECLARANT, that the value of ownership shall initially be, after the construction of phase one (1), one-twenty-second (1/22nd) per unit, and upon the conclusion of the total envisioned project, the percentage shall be one- one hundred seventy sixth (1/176th) value to each unit. Any owner or mortgagee gaining an interest in any unit, prior to completion of all intended phases, consents to the automatic reduction and alteration of this fraction of ownership of the common elements as may be determined, from time to time, using the aforementioned formula.

Each Unit Owner's use or enjoyment of these common elements shall be subject to such easements as have been granted or may hereinafter be granted to any municipality or to public utilties.

Section 2. **DESCRIPTION OF COMMON AREAS AND FACILITIES:** The common areas and facilities shall consist of:

a. The real estate on which the buildings are located;

b. The foundations, columns, girders, beams, supports, main walls and roofs of the buildings;

c. The areas set aside for outdoor parking (surface parking), including those designated for parking R.V.s and for visitors, which are not specifically assigned to unit owners;

d. Tanks, pumps, controls, fans, compressors, ducts and, in general, all apparatus and installations intended for common use;

e. All areas not specifically described as the Unit or limited common areas.

Section 3. **DESCRIPTION OF LIMITED COMMON AREAS:** The limited common areas consist of all surface parking stall(s), including the concrete slab in the garage, the sole use of which are assigned to specific units, including those parking stalls leased for parking R.V.s.

Section 4. **NO PARTITION OF COMMON AREAS:** No partition of common areas through judicial proceedings, or otherwise, shall be permitted until this Declaration is terminated and the property controlled hereunder is withdrawn from its terms or from the terms of any statute applicable to condominium ownership; provided, however, that nothing herein shall be deemed to prohibit a voluntary or judicial partition of the unit ownership between co-owners who may own it as tenants-in-common or as joint tenants.

ARTICLE IV
RIGHTS AND OBLIGATIONS OF OWNERS

Section 1. **OWNER'S RIGHT TO INGRESS AND EGRESS AND SUPPORT:** Each owner shall have the right to ingress and egress over, upon and across the Common Areas necessary for access to his Unit and such rights shall be appurtenant to and shall run with each Unit. Any conveyances of title of a Unit shall be deemed to carry with it these rights.

Section 2. **USE OF UNITS:** Each unit shall be used for residential purposes only. Leasing or renting a unit for residential purposes shall not be considered to be a violation of this covenant. Any unit owner leasing his unit, shall notify the Association of the name or names of the tenant(s) and shall deposit an amount of money with the Association equal to twice the monthly assessment, based upon the month immediately preceeding the first month of occupancy by the tenant. This deposit shall be retained by the Association to be used to offset any damages caused to the Common Areas by said tenant. Upon the expiration or termination of said tenancy, the Association shall ascertain what if any damages are to be deducted from said deposit, and shall return only eighty percent (80%) of the original deposit less any damages levied against said deposit. In the event the damages levied against the eighty percent portion exceed that portion, those damages shall be assessed against the Unit owner who created said lease, and, if remain unpaid, shall become a valid lien on said unit, which lien shall be for the Association. Twenty percent (20%) of said deposit shall be retained by the Association to cover the expenses incurred in handling this duty.

Section 3. **USE OF COMMON AREAS:** The Declarant intends that once the lake, island, and wood bridge are added to the commonly owned areas of the Association, and during the period prior thereto as hereinafter discussed, the use and enjoyment of the lake and the island are to be unrestricted except as provided and may be

established by the Association, from time to time. This includes swimming, sailing, boating, and fishing. No owners shall alter, construct, remove, erect, or do anything which might obstruct the common areas, and might interfere with the unrestricted use and enjoyment of the lake and all related commonly owned real estate thereto. No owner may keep or store anything on any portion of the common areas, except as provided herein; no garbage or rubbish container may be placed or kept in or on any common areas or limited common areas, except in or on those areas designated by the Association therefore. No boat may be stored or left unattended on any common grounds for a period extending beyond twenty-four (24) hours.

UNTIL AND DURING THE PERIOD OF TIME FROM THE RECORDING OF THIS DOCUMENT TO WHEN THE DECLARANT SUBJECTS THE LAKE, ISLAND AND BRIDGE TO THE ACT AND THIS CONDOMINIUM, the Declarant hereby grants to the Association and its members, their families, guests, and invitees, the non-exclusive right to use the "private man-made lake", island and the wooden bridge, more particularly shown on the Condominium Plat attached hereto and marked Exhibit "C". The Declarant restricts this grant such that the members, their families, guests and invitees shall have ingress and egress to the island only by the wooden bridge or the water. Access to the waters of the "private man-made lake" shall be only by the Island or over the real estate lying between the lands Declared subject to the Act and this Condominium and the waters of the private man-made lake, which real estate is immediately adjacent to the commonly owned real estate. The members of the Association, their families, guests, and invitees do not have the right to use for ingress or egress, or walk upon or over any other real estate owned by the Declarant, whether or not it is connected to the Island. The Declarant intends to declare the lake, island and the wooden bridge, or portions thereof, subject to the Act and this Condominium or declare them subject to another Association whose members shall consist of Tuckaway Shores Homeowners' Association, Inc. and all other owners of real

estate having riparian rights to this private man-made lake. If the Declarant subjects the island, lake and wooden bridge to the Act and this Condominium, the Declarant hereby specifically reserves the right to grant or reserve similar easements, as granted herein, to owners of the real estate described in Exhibits "A" and "B". Until the ownership of the private man-made lake, island and wooden bridge are transferred to this Association or another Association as hereinafter provided, the members of Tuckaway Shores Homeowners' Association, Inc., their families, guests and invitees are subject to the same restrictions in the use of the lake and island as set forth in this Declaration, except that they will be enforced by the Declarant. The members, their families, guests and invitees shall not interfere with the future construction or planning of future phases of this development. That until either the private man-made lake, island and wooden bridge are declared subject to this Condominium and the Act, or until they are conveyed to another Association as described above, Declarant is responsible for maintaining these items.

Section 4. **PROHIBITIONS:** Unit owners shall not do anything which would increase the rate of insurance on the premises or any part thereof, over the cost of said insurance existing immediately prior to such activity. Nothing may be done or kept in any unit or on any common areas which would be in violation of any statutes, Association Rules, ordinances, regulations, permits, or other validly imposed requirements of any governmental body. No damage to the common areas shall be committed by any unit owner or invitee of a unit owner. Any damage caused by a unit owner or an invitee of a unit owner shall be the sole liability of that unit owner, and that unit owner shall indemnify and hold the Association, and all other unit owners, harmless against all losses resulting from any such damages or waste caused by said unit owner or his guests or invitees. No noxious, destructive, or offensive activity may be

carried on in any unit or upon common areas by any unit owner or his guests or invitees. No activity shall be carried on by any unit owner, or by a guest or invitee of a unit owner, which is or may become an annoyance or nuisance to any other unit owner or any person lawfully residing in a unit.

Section 5. **ANIMALS:** Each unit shall be entitled to own one (1) pet, which if required, shall be licensed through the local municipality and at all times when the pet is outside the unit, it shall be kept on a leash by the unit owner or his guest or invitee. Each unit owner who owns a pet, shall pay an additional five dollars ($5.00) of assessments, per month, to the Association. The Pet Control Board, which shall be created by the Board of Directors of the Association, shall establish rules and regulations governing and restricting the areas where pets may be permitted, and shall delineate specific areas where the owners must take their pets for relieving the wastes of the pets. Any owner of a pet shall be liable for any damage caused by their pet.

Section 6. **RULES AND REGULATIONS:** The Association shall adopt rules and regulations governing the use of the units and of the common areas which shall be obeyed by the unit owners.

Section 7. **SEPARATE MORTGAGES OF UNITS:** Each unit owner shall have the right to mortgage or encumber his respective unit, together with his respective ownership interest in the common area. No unit owner shall have the right or authority, unless expressly granted by another unit owner, to mortgage or otherwise encumber, in any fashion whatsoever, the property, or any part thereof, of any other unit owner, or any ownership interest in the common areas other than his own. Each unit owner shall file with the Board of Directors of the Association, the name and address of his mortgagee(s), if any, and said mortgagee(s) shall be entitled to the notices set forth in Article VII, Section 10,

if said mortgagee(s) request same.

Section 8. **SEPARATE REAL ESTATE TAXES:** It is intended and understood that real estate taxes are to be separately taxed to each unit owner, for his respective percentage of ownership in the common areas, together with the ownership of his unit as provided in the Act.

Section 9. **MAINTENANCE, REPAIRS, AND REPLACEMENT OF UNITS:** All maintenance, repairs and replacements to the common areas and facilities, the limited common areas and facilities, whether located inside or outside of the units, unless necessitated by the negligence, misuse, neglect or intentional acts of a unit owner, shall be made by the Association and charged to the owners as a common expense.

The unit owner shall furnish, at his own expense, and be responsible for, all maintenance, repairs and replacements of interior surfaces of each unit, together with utility fixtures, mechanical equipment and fixtures which serve only his unit, and such fixtures and equipment which are located within his unit; and glass, screens, doors, windows, door and window hardware appurtenant to each unit. All replacements and repairs made by each unit owner shall be consistent with the originals supplied to the project by the Declarant, so that the exterior appearance of the project shall not be offended. The expense of such maintenance, repairs and replacements shall be borne solely by each unit owner.

No unit owner, except as otherwise authorized by the Association, in writing, may do any alterations which would jeopardize the soundness or safety of the property, reduce the value thereof, or impair any easement or hereditament.

In the event that the need for maintenance, repairs or replacement is caused by the willful or negligent acts of the unit owner, his family, guests, or invitees, the cost of such maintenance, repairs or replacement shall be added to and become a part of the assessment to which such unit is subject, and if not paid by the unit owner when same is deemed to be due, it may form or create a valid lien, in favor of the Association, pursuant to Article VII, Section 10.

Section 10. **COMMON SURPLUSES:** All common surpluses shall be treated as common property, owned by each unit owner in the same percentage as that unit owner has in the other common property.

ARTICLE V
MEMBERSHIP AND VOTING RIGHTS

Section 1. **MEMBERSHIP:** Every unit owner shall be entitled and required to be a member of the Association. If title to a unit is held by more than one person, all the owners shall be members. An owner of more than one unit, shall be entitled to one membership for each unit owned by him. Each such membership shall be appurtenant to the unit upon which it is based and shall be transferred automatically by a conveyance of that unit. No person or entity, other than an owner or Declarant may be a member of the Association, and membership in the Association may not be transferred, except in conjunction with the transfer of the title to a unit or assignment of Declarant's rights and position as Declarant.

Section 2. **VOTING:** The Association shall have two classes of voting membership, as set forth hereinafter:

a. **Class A.** Class A members shall be all owners with the exception of the Declarant and shall be entitled to one vote for each unit owned. When more than one person owns any unit, all such persons shall be members. The vote for such unit, when owned by more than one person, shall be exercised as the owners,

amongst themselves determine, but in no event shall more than one vote be cast with respect to any unit. There can be no split vote per unit. Prior to the time of any meeting of the members, at which a vote is to be taken, each co-owner shall file the name of the voting co-owner with the Secretary of the Association in order to be entitled to a vote at such meeting, unless such co-owners have filed a general voting authority with the Secretary applicable to all meetings and all votes, until rescinded in writing by the co-owners of a unit.

b. **Class B:** The Class B shall be the Declarant who shall be entitled to one vote for each unit owned; provided, however, that, notwithstanding the foregoing provisions for voting, the Declarant shall have at least eighty-nine (89) votes until all units are sold; provided, further, that Declarant's control shall cease seven (7) years after the first unit is conveyed to a purchaser other than the Declarant, or thirty (30) days after the conveyance of seventy-five (75) percent of the units, whichever time is earlier.

Section 3. **UNIT VALUE FOR VOTING:** The fractional interest for each unit shall be determined by the creation of a fraction, the numerator of which is one (1) and the denominator of which is the total number of units subjected to the Act and this Condominium. The denominator shall change as each phase is completed and subjected to this condominium and the Act. This fraction shall serve as a basis in determining voting interests of each unit, on matters determined by the owners and to other matters described in the Act.

Section 4. **AMPLIFICATION:** The provisions of this Article are to amplified by the Articles of Incorporation and the By-laws of the Association; provided, however, that no such amplification shall substantially alter or amend any of the rights or obligations of the owners set forth herein.

ARTICLE VI
RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 1. **THE COMMON AREAS:** The Association, subject to the rights and duties of the owners set forth in these Declarations, shall be responsible for the exclusive management and control of the common areas and all improvements thereon (including furnishings and equipment related thereto), and shall keep the same in good, clean, attractive and sanitary condition, order and repair.

Section 2. **SERVICES:** The Association may obtain and pay for the services of any person or entity to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association determines to be necessary or desirable for the proper operation of the common areas, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or with which it contracts. The Association may obtain and pay for legal and accounting services which may be necessary or desirable in connection with the operation of the common areas or the enforcement of this Declaration. The Association may arrange with others to furnish water, trash collection, and such other common services to each unit.

Section 3. **PERSONAL PROPERTY FOR COMMON USE:** The Association may acquire and hold for the use and benefit of all of the owners tangible and intangible personal property and may dispose of the same by sale or otherwise, and any beneficial interest in such property shall be deemed to be owned by the owners in the same proportion as their respective interests in the common areas. A transfer of a unit shall transfer to the transferee ownership of the transferor's beneficial interest in such property without any reference thereto in the Deed. The transfer of title to a unit under foreclosure shall entitle the purchaser to the appropriate interest in such personal property.

Section 4. **RULES AND REGULATIONS:** The Association may make reasonable rules and regulations governing the use of the units and of the common areas, which rules and regulations shall be consistent with the rights and duties established in this Declaration.

Section 5. **IMPLIED RULES:** The Association may exercise any other right or privilege given to it expressly by this Declaration or from the By-laws, and every right or privilege reasonably implied from the existence of any right or privilege given to it herein or which may be necessary to effectuate any such right or privilege.

ARTICLE VII
COVENANT FOR ASSESSMENTS

Section 1. **AGREEMENT TO PAY ASSESSMENTS:** The Declarant, for each unit owned by it, and owners of any unit(s), by the acceptance of a deed therefor, whether or not it is expressed in the deed, covenant and agree to pay to the Association all annual assessments, special assessments for capital improvements, and all other assessments for any matters as provided herein. Such assessments shall be fixed, established and collected from time to time in the manner provided in this Declaration, By-Laws or Articles of Incorporation.

Section 2. **PURPOSE OF ASSESSMENTS:** The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the owners of units and for the improvement of and maintenance of the common areas, for lake maintenance, once the lake is added to the commonly owned property, whether directly to this Association or to another Association as provided above, and for such emergency repairs as the Association may deem necessary.

Section 3. **ANNUAL ASSESSMENTS:**

a. The Association shall from time to time, and at least annually, prepare a budget for the Association and fix the annual assessment.

b. The annual assessments shall be for and made up of the following assessments, as they may apply:

(1) Water to the units and commonly owned structures, heating and air conditioning assessments levied for the purpose of furnishing water, heat and air conditioning to commonly owned structures, and operation, repair and maintenance of the systems for furnishing same.

(2) Insurance assessments for the purpose of obtaining all insurance required by the Association.

(3) Basic assessments for all other purposes for which assessments can be levied under the Articles, By-Laws and the Act.

Section 4. **SPECIAL ASSESSMENT FOR CAPITAL IMPROVEMENTS:** In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of:

a. Defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the common areas including fixtures and personal property related thereto;

b. To offset shortages resulting from noncollection of the annual assessments or underestimation of same;

c. Unusual or unpredicted measures such as cost of collecting annual assessments or enforcement of the provisions of this Declaration, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each Class of voting members who are voting in person or by proxy at a meeting duly called for this purpose.

d. The cost of the initial common area improvements is excluded from the special assessments in this section, since such cost is to be borne by Declarant.

Section 5. **CHARGE FOR ASSESSMENT LETTER:** Upon request, the Association's Board of Directors, by an officer, shall issue a letter stating whether or not there are outstanding assessments on a unit, and if there are outstanding assessments, the amount thereof. The Board shall charge a reasonable sum for issuance of this letter, which shall never be less than twenty-five dollars ($25.00) per letter. This charge shall cover the letter, the issuance of a new stock certificate, and identification card to the new owner.

Section 6. **WORKING CAPITAL:** Each purchaser of a unit from the Declarant, or its successors or assigns, shall pay to the Association, at the time of conveyance of the unit, for working capital purposes, an amount of money equal to two (2) times the estimated monthly assessment, or such other amount as may be approved by the Board of Directors of the Association, in their sole discretion. Such advances are not refundable to any unit owner.

Section 7. **NOTICE OF MEETINGS:** Notice of any meeting called for the purpose of taking any action authorized under Section 4 hereof shall be controlled by the By-laws.

Section 8. **RATE OF ASSESSMENT:** Each unit shall be assessed a portion of the total assessment based upon the fractional interest of each unit (numerator of which is one [1] and the denominator of which is the total number of units subjected to this Declaration and Act at the time of assessments), provided, however, the Association can assess an individual unit for sums due soley from that unit as herein provided such as for repairs of damages to common areas caused by the negligance of the owner of the unit being assessed.

Section 9. **DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS:** The annual assessments provided for herein shall commence as to all units on the first day of the month following the conveyance of the first unit by the Declarant. The first annual assessment shall be adjusted according to the number of months then remaining in that calendar year. The Board of Directors shall fix the amount of the annual assessments against each unit at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified unit have been paid, as set forth in Section 5 above.

Section 10. **LIEN FOR ASSESSMENTS:** All sums assessed to any unit pursuant to this Article, together with interest thereon as provided herein, shall be secured by a lien on such unit in favor of the Association. Such lien shall be superior to all other liens and encumbrances on such unit, except only for:

a. Liens for general and special taxes;

b. Liens for all sums unpaid on a first mortgage, or on any mortgage to the Declarant, duly recorded in the Milwaukee County Register of Deeds office prior to the making of such assessment, including all unpaid obligatory advances to be made pursuant to such mortgages and all amounts advanced pursuant to such mortgages and secured by the liens thereof in accordance with the terms of such instrument, including short term roll-over mortgages regardless of how many times the term thereof is extended.

c. Construction liens filed prior to the making of such assessment; and

d. All sums unpaid on any mortgage loan made pursuant to Section 45.80, Wisconsin Statutes.

All other lien claimants acquiring liens on any unit after this Declaration has been recorded shall be deemed to consent that such liens shall be inferior to liens for assessments, as provided herein, whether or not such consent be specifically set forth in the instruments creating such liens. To evidence a lien for sums assessed pursuant to this Article, the Association may prepare a written notice of lien setting forth the amount of the assessment, the date due, the amount remaining unpaid, the name of the owner of the unit and a description of the unit. Such notice shall be signed by an officer of the Association and shall be recorded in the office of the Register of Deeds of Milwaukee County, Wisconsin. No notice of lien shall be recorded until there is a delinquency in the payment of the entire amount due for a period of two (2) months. After an owner of a unit has failed to pay, in full, one month's assessment for two (2) months, the Board of Directors of the Association shall give written notice to the owner of said delinquency, and advise him that if payment is not received in full, within fifteen (15) days of the date said notice is mailed, a lien will be placed against said unit. After the expiration of this fifteen (15) day period, and if the outstanding delinquent assessment remains unpaid, the Board then may record a notice of lien against such delinquent owner. Such lien may be enforced by judicial foreclosure by the Association in the same manner in which mortgages on real estate may be foreclosed in Wisconsin. In any such foreclosure, the owner shall be required to pay the costs and expenses of filing the notice of lien and all reasonable attorneys' fees. All such costs and expenses shall be secured by the lien being foreclosed. The unit owner shall also be required to pay to the Association any assessments against the unit which shall become due during the period of foreclosure. The Association shall have the right and power to bid at the foreclosure sale or other legal sale and to acquire, hold, convey, lease, rent, encumber, use and otherwise deal with the unit as the owner thereof.

Any first mortgagee who obtains title to a unit pursuant to taking a deed in lieu of foreclosure or voluntary surrender, shall not be liable for such unit's unpaid dues or charges which have accrued prior to the acquisition of title to such unit by that mortgagee. A release of lien shall be executed by the Association in such form as to be recordable in the Milwaukee County Register of Deeds office, which shall be delivered, upon written request therefor, to that mortgagee obtaining title by virtue of the deed in lieu of foreclosure, and it shall be the obligation of the Association to seek payment on those prior liens from the prior owner(s), or the Association shall pay for same.

A release of notice of lien shall be executed by an officer of the Association in such form as to be recordable in the office of the Register of Deeds of Milwaukee County, Wisconsin, upon payment of all sums secured by a lien which has been made the subject of a recorded notice of lien.

Any encumbrancer holding a lien on a unit may pay, but shall not be required to pay, any amount secured by a lien of the Association created by this Section, and upon such payment such encumbrancer shall be subrogated to all rights of the Association with respect to such lien, including priority.

The Association shall, upon written request, report to any encumbrancer of a unit any unpaid assessments remaining unpaid for longer than sixty (60) days after the due date and any default in the performance by the individual unit owner of any obligation under the condominium documents which are not cured within sixty (60) days; provided, however, that such encumbrancer or unit owner shall have furnished to the Association written notice of such encumbrance.

Section 11. **EFFECT OF NONPAYMENT OF ASSESSMENTS. ASSOCIATION REMEDIES:** Any assessment not paid within ten (10) days after the due date, shall bear interest from the due date at the highest interest rate allowed by law and as may be assessed by the Association. All payments on account, shall be first applied to the interest, if any, and then to the assessment payment first due. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common areas or abandonment of his unit. A suit to recover a money judgment for unpaid expenses hereunder may be maintainable without foreclosing or waiving the lien securing the same. No unit owner who is more than thirty (30) days delinquent in the payment of his assessment shall be entitled to vote at any regular or special meeting of the unit owners.

Section 12. **SUBORDINATION OF THE LIEN TO MORTGAGES:** The lien of the assessments provided for herein shall be subordinate to the liens described in Section 10(a), 10(b), 10(c), and 10(d) above. Sale or transfer of any unit shall not affect the assessment lien, except as herein provided. The sale or transfer of any unit pursuant to such mortgage foreclosure shall extinguish the subordinate liens of such assessments as to payments which became due prior to such sale or transfer and such unpaid assessments shall be deemed to be common expenses collectable from all of the owners excluding the acquirer at a sheriff's sale, its successors and assigns. No foreclosure sale shall relieve such prior unit owner from liability for any prior assessments and any purchaser is not relieved from any assessments thereafter assessed, or from the lien thereof.

ARTICLE VIII

PARTY WALLS

Section 1. **GENERAL RULES OF LAW TO APPLY:** Each wall which is built as a part of the original construction of the building and placed on the dividing line between the units shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. **SHARING OF REPAIR AND MAINTENANCE:** The cost of reasonable repair and maintenance of a party wall shall be shared by the owners who make use of the wall in proportion to such use.

Section 3. **RIGHT TO CONTRIBUTION RUNS WITH THE LAND:** The right of any owner to contribution from any other owner under this Article shall be appurtenant to the land and shall pass to such owner's successors in title.

Section 4. **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, a valid easement for the encroachment and for the maintenance of same, so long as it exists, shall and does exist. If any building or any part thereof is partially or totally destroyed and then rebuilt, minor encroachments of parts of the common elements due to construction shall be permitted and a valid easement for such encroachments and the maintenance thereof shall exist from unit owners. No major encroachments shall be allowed.

ARTICLE IX
INSURANCE

Section 1. **OBLIGATION OF ASSOCIATION:** The Association, for the benefit of all unit owners, shall insure the units, commonly owned buildings and their appurtenant structures against loss or damage by fire and such other hazards as the Association may deem desirable, for the full insurable replacement cost of same, without prejudice to the right of each unit owner to also insure his own unit for his own benefit. In addition thereto, the Association, for the benefit of all unit owners, shall obtain liability insurance on behalf of the Association in the minimum amount of one million dollars ($1,000,000.00), and in addition thereto, shall obtain a Fidelity Bond on the individual or individuals who might be in possession of assets or monies of the Association. The premiums for such insurance on the Buildings and the appurtenant structures and the units for the Association shall be deemed common expenses; provided, however, that in charging the same to the unit owners, consideration may be given to the higher premium rates on some units than on others. Such insurance coverage shall be written in the name of, losses under shall be adjusted by, and the proceeds of such insurance shall be payable to the Association as trustee for the unit owners or unit owner. The Association may engage the services of any bank or trust company authorized to do trust business in Wisconsin to act as trustee, agent, or depository on behalf of the Association for the purpose of receiving and disbursing the insurance proceeds resulting from any loss, upon such terms as the Association shall determine consistent with the provisions of this Declaration. The fees of such corporate trustee shall be common expenses. In the event of any loss in excess of $50,000.00 in aggregate, the Association shall engage a corporate trustee as aforesaid, or in the event of any loss resulting in the destruction of the major portion of one or more units, the Association shall engage a corporate trustee as aforesaid upon the written demand of the mortgagee or owner of any unit so destroyed.

Section 2. **INSURANCE PROCEEDS:** The proceeds of such insurance shall be applied by the Association or by the trustee on behalf of the Association for the repair or reconstruction of the common elements, unit or units; and the rights of the mortgagee(s) of any unit under any standard endorsement clause to such policies shall, notwithstanding anything to the contrary therein contained, at all times be subject to the provisions herein with respect to the application of insurance proceeds to reconstruction of the unit or units. Payment by any insurance company to the Association or to such trustee of the proceeds of any policy, and the receipt of release from the Association of the company's liability under such policy, shall constitute full discharge of such insurance company, and such company shall be under no obligation to inquire into the terms of any trust under which such proceeds may be held pursuant thereto, or to take notice of any standard mortgage endorsement clause inconsistent with the provisions hereof, or to see to the application of any payments of the proceeds of any policy by the Association or the corporate trustee.

Section 3. **DESTRUCTION AND RECONSTRUCTION:** In the event of partial or total destruction of one or more units, they shall be rebuilt and repaired as soon as is practicable and substantially to the same design, plan and specifications as originally built, unless within thirty (30) days after such partial or total destruction, all of the owners of units subject to this Declaration agree not to repair or rebuild. On reconstruction, the design, plan and specifications of any building or unit may vary from that of the original upon approval of the Association; provided, however, that the number of square feet of any unit may not vary by more than 5% from the number of square feet for such unit as originally constructed, and the location of the unit shall be substantially the same as prior to the damage or destruction.

Section 4. **PARTITION:** The Association shall have the right to levy assessments against the units involved in the event that the proceeds of any insurance collected are insufficient to pay the estimated or actual costs of repair or reconstruction; provided, however, that in the event of damage to an extent more than the available insurance, this Condominium shall be subject to an action for partition upon obtaining the written consent of the unit owners having no less than 75% of the votes. In the event of partition, the net proceeds of sale, together with any net proceeds of insurance shall be considered as one fund and shall be divided among all unit owners and shall be distributed in accordance with the priority interest in each unit.

ARTICLE X
GENERAL PROVISIONS

Section 1. **ENFORCEMENT:** The Association, or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations, now or hereafter imposed by the provisions of this Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. **SEVERABILITY:** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. **TERMINATION:** This Declaration may only be terminated by the unanimous consent of all the unit owners and all the lien claimants on the units, in which event the termination of the Declaration shall be by such plan as may be then adopted by said owners and lien claimants. Such election to terminate this Declaration shall be executed in writing by all of the aforementioned parties, and such instrument or instruments shall be recorded in the Milwaukee County Register of Deeds office.

Notwithstanding the foregoing provisions, no termination of this Declaration shall be effective without the approval of the City of Franklin.

Section 4. **AMENDMENTS:** Except as hereinafter limited and provided, this Declaration may be amended by an instrument signed by the Declarant, alone, at any time prior to the sale of one hundred thirty-two (132) units and thereafter signed by not less than seventy-five percent (75%) of the unit owners; provided, however, that such amendment shall not substantially alter any of the rights or obligations of the owners and/or the members.

No amendment to this Declaration shall be adopted which would operate to affect the validity or priority of any mortgage or which would alter, amend or modify, in any manner whatsoever the rights, powers and privileges granted and reserved herein in favor of any mortgage or in favor of the Declarant without the consent of all such mortgagees or the Declarant, as the case may be. Any amendment must be recorded in the Register of Deeds office of Milwaukee County, Wisconsin.

Section 5. **REGISTERED AGENT FOR SERVICE OF PROCESS:** The initial registered agent for service of process shall be Richard W. Double, 700 North Water Street, Room 640, Milwaukee, Wisconsin 53202. Change of agent for service of process may be accomplished by resolution of the Board of Directors of the Association and upon proper filing of said name and address with the Register of Deeds for Milwaukee County, Wisconsin, and with the Secretary of State of Wisconsin.

Section 6. **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.

IN WITNESS WHEREOF, the DECLARANT has caused this Declaration to be executed by John C. Schlosser and Richard J. Kaerek this 1st day of September, 1982.

TUCKAWAY SHORES CONDOMINIUMS,
a joint venture

BY: _____
JOHN C. SCHLOSSER

BY: _____
RICHARD J. KAEREK

AUTHENTICATION

Signatures of John C. Schlosser and Richard J. Kaerek authenticated this 1st day of September, 1982

_____
RICHARD W. DOUBLE
TITLE: MEMBER STATE BAR OF WISCONSIN

This Instrument was drafted by

Richard W. Double
Double & Double
700 North Water Street
Milwaukee, Wisconsin 53202

All that part of the Northeast One-quarter of the Southeast One-quarter of Section 16, Town 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, described as follows:

All that part of Lot 1 of TUCKAWAY SHORES CONDOMINIUMS, a subdivision recorded as Document No. 5536079 in the Register's Office of Milwaukee County and filed in Volume 113 of Plats on Pages 27 and 28, bounded and described as follows:

Beginning at the Northeast corner of said Lot 1; thence South 88 degrees 41' 24" West, 63.40 feet along the North line of said Lot 1; thence South 01 degrees 18' 36" East, 140.74 feet; thence South 88 degrees 41' 24" West, 210.00 feet; thence South 36 degrees 14' 50" West, 63.61 feet; thence South 01 degree 18' 36" East, 25.00 feet; thence South 37 degrees 45' 00" West, 142.00 feet; thence South 88 degrees 41' 24" West, 36.00 feet; thence South 72 degrees 00" 00" West, 48.00 feet along a line which is 10.00 feet from (as measured along a line with a bearing of South 18 degrees 00' 00" East) the center of an existing sanitary manhole; thence South 45 degrees 00' 00" West, 257.52 feet to the Southerly line of said Lot 1; thence South 40 degrees 21' 29" East, 50.87 feet along said Southerly line; thence South 24 degrees 00' 00" West, 101.57 feet along said Southerly line; thence South 64 degrees 00' 00" East, 214.19 feet along said Southerly line; thence North 46 degrees 20' 00" East, 120.00 feet along said Southerly line; thence North 16 degrees 45' 00" East, 100.00 feet along said Southerly line; thence North 00 degrees 30' 00" East, 200.00 feet along said Southerly line; thence North 37 degrees 15' 00" East, 212.00 feet along said Southerly; thence North 89 degrees 27' 17" East, 230.00 feet along said Southerly line to the East line of said Lot 1; thence North 00 degrees 32' 43" West, 209.20 feet along said East line to the point of beginning.

(containing 127,851 square feet or 2.9351 acres of land)

Description of Parcel 2 of property which may be added to the condominium.

All that part of the Northeast One-quarter of the Southeast One-quarter of Section 16, Town 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, bounded and described as follows:

Commencing at the Northeast corner of said Southeast One-quarter Section; thence South 00 degrees 32' 43" East, 1168.96 feet along the East line of said One-quarter Section to the North line of a parcel of land as described in a quit claim deed in Volume 3407 of Deeds on page 20 and recorded as Document No. 3374765; thence

(LEGAL DESCRIPTION CONTINUED ON FOLLOWING PAGES)

EXHIBIT A

South 88 degrees 33' 24" West, 60.01 feet along said North line to the West right of way line of South 76th Street (County Trunk Highway "U") and to the point of beginning; thence South 88 degrees 33' 24" West, 230.39 feet along said North line to the Northwest corner of said parcel; thence South 00 degrees 32' 43" East, 149.99 feet along the West line of said parcel to the South line of said Northeast Quarter-quarter Section; thence South 88 degrees 33' 24" West, 782.14 feet along said South line to the South line of Parcel 2 as described in Reel 1405 on Images 920 and 921 and recorded as Document No. 5503434; thence South 88 degrees 33' 53" West, 256.36 feet along said South line of said Parcel 2 to the West line of said Northeast Quarter-quarter Section; thence North 00 degrees 32' 14" West, 886.86 feet along said West line to the South line of Certified Survey Map (C.S.M.) No. 671 as monumented; thence North 88 degrees 39' 49" East, 200.21 feet along said South line of said C.S.M. No. 671 to the Southeast corner of said C.S.M. No. 671 as monumented with a one and one-half inch (inside diameter) iron pipe and to the Southwest corner of C.S.M. No. 769; thence North 88 degrees 41' 41" East, 299.99 feet along the South line of said C.S.M. No. 769 to the Southeast corner of said C.S.M. No. 769 as monumented with a one inch (inside diameter) iron pipe and to the South line of TUCKAWAY SHORES CONDOMINIUMS, a Subdivision recorded as Document No. 5536079 in the Register's Office of Milwaukee County and filed in Volume 113 of Plats on Pages 27 and 28; thence South 40 degrees 21' 29" East, 5.77 feet along said South line to the Westerly right of way line of a proposed public street; thence Southwesterly, 94.32 feet along said Westerly line and along the arc of a curve having the center of the circle of which said arc is a part lying to the Northwest, having a central angle of 16 degrees 22' 36", having a radius of 330.00 feet and having a chord of 94.00 feet which bears South 57 degrees 49' 49" West; thence South 66 degrees 01' 07" West, 272.75 feet along said Westerly line; thence Southwesterly, 325.25 feet along said Westerly line and along the arc of a curve having the center of the circle of which said arc is a part lying to the Southeast, having a central angle of 66 degrees 33' 16", having a radius of 280.00 feet and having a chord of 307.27 feet which bears South 32 degrees 44' 29" West; thence South 00 degrees 32' 09" East, 256.15 feet along said Westerly line; thence Southeasterly, 333.16 feet along said Westerly line, along the South line of said proposed public street and along the arc of a curve having the center of the circle of which said arc is a part lying to the Northeast, having a central angle of 90 degrees 53' 58", having a radius of 210.00 feet and having a chord of 299.31 feet which bears South 45 degrees 59' 08" East; thence Nort 88 degrees 33' 53" East, 613.70 feet along said South line; thence Northeasterly, 102.10 feet along said South line and along the arc of a curve having the center of the circle of which said arc is a part lying to the Northwest, having a central angle of 45

EXHIBIT A

degrees 00' 00", having a radius of 130.00 feet and having a chord of 99.50 feet which bears North 66 degrees 03' 53" East; thence North 43 degrees 33' 53" East, 129.26 feet along said South line; thence Northeasterly, 54.98 feet along said South line and along the arc of a curve having the center of the circle of which said arc is a part lying to the Southeast, having a central angle of 45 degrees 00' 00", having a radius of 70.00 feet and having a chord of 53.58 feet which bears North 66 degrees 03' 53" East; thence North 88 degrees 33' 53" East, 206.41 feet along said South line to said West line of said South 76th Street; thence South 00 degrees 32' 43" East, 4.87 feet along said West line to the point of beginning.

Containing 2.2931 acres of land.

EXHIBIT A

All that part of the Northeast One-quarter of the Southeast One-quarter of Section 16, Town 5 North, Range 21 East, City of Fanklin, Milwaukee County, Wisconsin, bounded and described as follows:

Commencing at the Northeast corner of said Southeast One-quarter Section; thence South 00 degrees 32' 43" East, 255.00 feet along the East line of said One-quarter Section to the South line of TUCKAWAY SHORES CONDOMINIUMS, a subdivision recorded as Document No. 5536079 in the Register's Office of Milwaukee County and filed in Volume 113 of Plats on Pages 27 and 28, thence South 89 degrees 27' 17" West, 60.00 feet along said South line to the West right of way line of South 76th Street (County Trunk Highway "U") and to the point of beginning; thence South 00 degrees 32' 43" East, 850.02 feet along said West line to the North line of a proposed public street; thence South 88 degrees 33' 53" West, 207.34 feet along said North line; thence Southwesterly, 102.10 feet along said North line and along the arc of a curve having the center of the circle of which said arc is a part lying to the Southeast, having a central angle of 45 degrees 00' 00", having a radius of 130.00 feet and having a chord of 99.50 which bears South 66 degrees 03' 53" West; thence South 43 degrees 33' 53" West, 129.26 feet along said North line; thence Southwesterly, 54.98 feet along said North line and along the arc of a curve having the center of the circle of which said arc is a part lying to the Northwest, having a central angle of 45 degrees 00' 00", having a radius of 70.00 feet and having a chord of 53.58 feet which bears South 66 degrees 03' 53" West; thence South 88 degrees 33' 53" West, 613.70 feet along said North line; thence Northwesterly, 237.97 feet along said North line, along the Easterly line of said public street and along the arc of a curve having the center of the circle of which said arc is a part lying to the Northeast, having a central angle of 90 degrees 53' 58", having a radius of 150.00 feet and having a chord of 213.79 feet which bears North 45 degrees 59' 08" West; thence North 00 degrees 32' 09" West, 256.15 feet along said Easterly line; thence Northeasterly, 255.55 feet along said Easterly line and along the arc of a curve having the center of the circle of which said arc is a part lying to the Southeast, having a central angle of 66 degrees 33' 16", having a radius of 220.00 feet and having a chord of 241.42 feet which bears North 32 degrees 44' 29" East; thence North 66 degrees 01' 07" East, 272.75 feet along said Easterly line; thence Northeasterly, 111.47 feet along said Easterly line and along the arc of a curve having the center of the circle of which said arc is a part lying to the Northwest, having a central angle of 16 degrees 22' 36", having a radius of 390.00 feet and having a chord of 111.09 feet which bears North 57 degrees 49' 49" East, to said South line of said subdivision

LEGAL DESCRIPTION CONTINUED ON FOLLOWING PAGE
EXHIBIT B

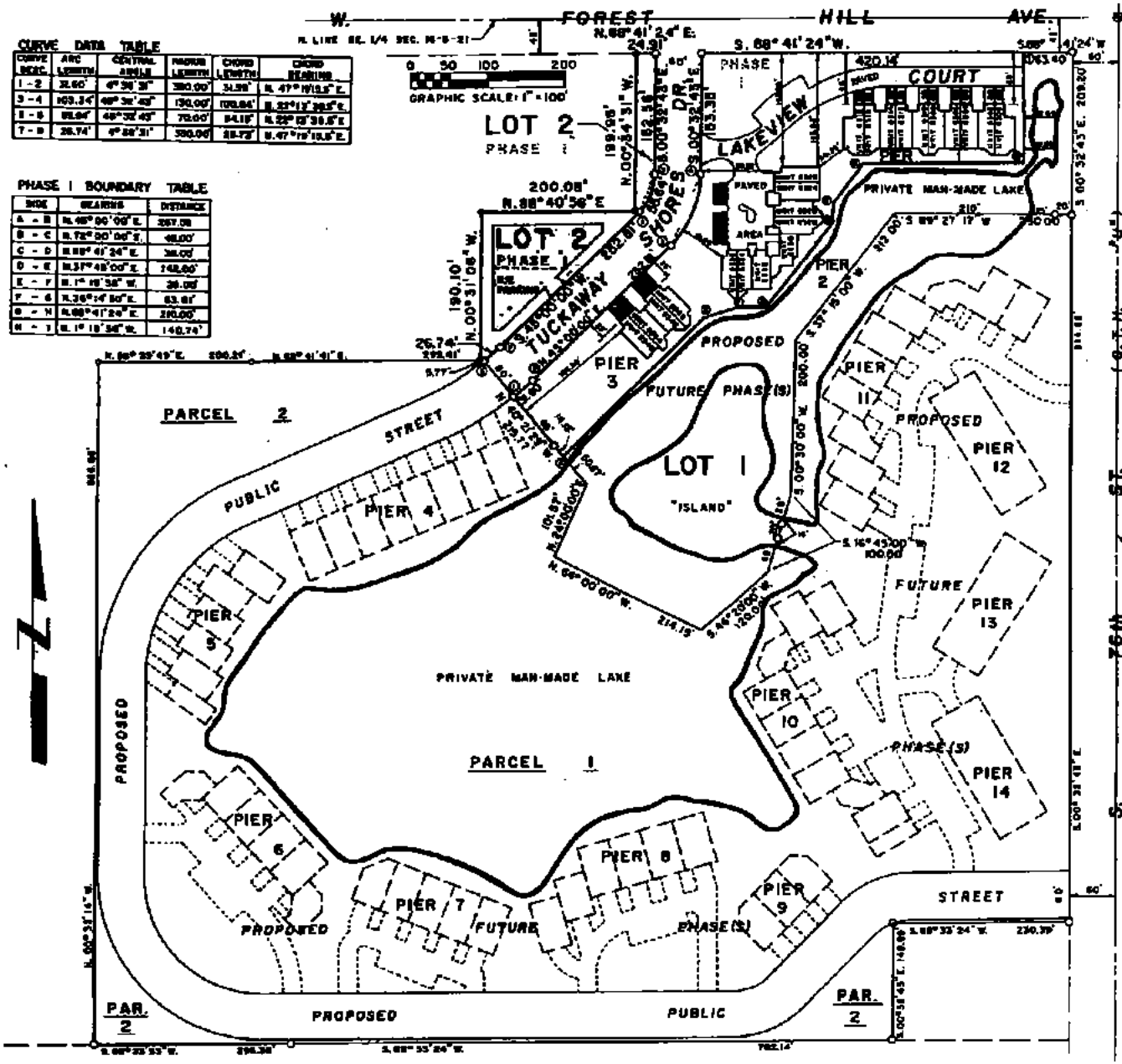
plat of TUCKAWAY SHORES CONDOMINIUMS; thence South 40 degrees 21' 29" East, 150.00 feet along said South line; thence South 24 degrees 00' 00" West, 101.57 feet along said South line; thence South 64 degrees 00' 00" East, 214.19 feet along said South line; thence North 46 degrees 20' 00" East, 120.00 feet along said South line; thence North 16 degrees 45' 00" East, 100.00 feet along said South line; thence North 00 degrees 30' 00" East, 200.00 feet along said South line; thence North 37 degrees 15' 00" East, 212.00 feet along said South line; thence North 89 degrees 27' 17" East, 230.00 feet along said South line to the point of beginning.

Containing 18.5618 acres of land.

EXHIBIT B

EXHIBIT "C"

TUCKAWAY SHORES CONDOMINIUMS



CURVE DATA TABLE

CURVE DESC.	ARC LENGTH	CENTRAL ANGLE	RADIUS LENGTH	CHORD LENGTH	CHORD BEARING
1 - 2	32.60'	4° 36' 35"	390.00'	34.59'	N. 47° 19' 18.5" E.
3 - 4	103.34'	48° 32' 45"	130.00'	100.84'	N. 23° 13' 38.5" E.
5 - 6	95.84'	48° 32' 45"	70.00'	84.15'	N. 23° 13' 38.5" E.
7 - 8	28.74'	4° 28' 31"	390.00'	28.73'	N. 47° 19' 18.5" E.

PHASE I BOUNDARY TABLE

SIDE	BEARING	DISTANCE
A - B	N. 88° 00' 00" E.	257.00'
B - C	S. 72° 00' 00" E.	48.00'
C - D	N. 88° 41' 24" E.	368.00'
D - E	N. 37° 48' 00" E.	148.80'
E - F	N. 1° 18' 36" W.	38.00'
F - G	N. 26° 14' 50" E.	83.81'
G - H	N. 88° 41' 24" E.	280.00'
H - I	N. 1° 18' 36" W.	140.74'

LEGAL DESCRIPTION OF PHASE I:
See Section 1 of Article I of the Declaration of Condominium.

LEGEND:
- Denotes Limited Common Element (see note 5).

NOTES:
1. All survey monuments found and accepted for Phase I are the same monuments called for in the Plat of TUCKAWAY SHORES CONDOMINIUMS, a recorded subdivision, Document No. 5536079, Volume 113 of Plats on Pages 27 and 28.
2. All bearings are referenced to the East line of the Southeast One-quarter of Section 16, Town 5 North, Range 21 East which is assumed to bear North 00°32'43" West.
3. All linear measurements have been made to the nearest one hundredth of a foot. All angular measurements have been made to the nearest second and computed to the half second.
4. Phase I of this Condominium Plat is subject to the following easements: those easements as shown on the plat of TUCKAWAY SHORES CONDOMINIUMS, a recorded subdivision; an electric utility easement recorded in Reel 1642 on Image 534 as Document No. 5537706; and a sewer easement to the City of Franklin.
5. Limited Common Elements are indicated by shaded or "screened" areas. The Limited Common Elements adjacent to or near Piers 1 and 2 are assigned to those Units having the same last two digits as the two digits within the Limited Common Elements. Parking spaces in the Limited Common Element in Lot 2, described as Recreational Vehicle (R.V.) Parking Area, are assigned by permit from the Tuckaway Shores Condominium Association.

WAIVER:
Tuckaway Shores Condominiums, a joint venture, has signed a written agreement excluding the setting of monuments at points A through I as required by Section A-E 5.01 (3) of Chapter A-E 5 of the Wisconsin Administrative Code.

SURVEYOR'S CERTIFICATE:
I, Richard H. Stenzel, Registered Land Surveyor, do hereby certify that I have surveyed the property described above and that this survey is an accurate representation of the exterior boundary lines and the location of the buildings on said property. This plat is a correct representation of Tuckaway Shores Condominiums and the identification and location of each Unit and the Common Elements can be determined from the plat. The Common Element is defined as all of the Condominium property contained within the Condominium description excepting the Limited Common Elements (as shown on the Condominium Plat or as described in the Declaration of Condominium) and the individual Units. This surveyor makes no certification as to the accuracy of the diagrammatic floor plans of the condominium buildings and units contained in the Condominium Plat or the approximate dimensions or floor areas thereof.

Dated: June 11, 1982

WISCONSIN RICHARD H. STENZEL S-1078 REGISTERED LAND SURVEYOR

Richard H. Stenzel
Registered Wisconsin Land Surveyor S-1078

R. A. Smith & Assoc. Inc.

ADDRESS FOR UNITS IN PHASE I

AND STYLE OF UNIT

OF

TUCKAWAY SHORES CONDOMINIUMS

PIER I

8300	Tuckaway Shores Drive	Clearwater
8302	Tuckaway Shores Drive	Seabreeze
8304	Tuckaway Shores Drive	Windward
8306	Tuckaway Shores Drive	Windward
8308	Tuckaway Shores Drive	Seabreeze
8310	Tuckaway Shores Drive	Seabreeze
8312	Tuckaway Shores Drive	Windward
8314	Tuckaway Shores Drive	Windward
8316	Tuckaway Shores Drive	Seabreeze
8318	Tuckaway Shores Drive	Clearwater

PIER II

8322	Tuckaway Shores Drive	Windward
8324	Tuckaway Shores Drive	Windward
8326	Tuckaway Shores Drive	Seabreeze
8328	Tuckaway Shores Drive	Seabreeze
8330	Tuckaway Shores Drive	Anchorage
8332	Tuckaway Shores Drive	Windward

CONTINUED ON FOLLOWING PAGE

EXHIBIT D

PIER II CONTINUED

8334 Tuckaway Shores Drive	Seabreeze
8336 Tuckaway Shores Drive	Seabreeze

PIER III

8340 Tuckaway Shores Drive	Seabreeze
8342 Tuckaway Shores Drive	Seabreeze
8344 Tuckaway Shores Drive	Seabreeze
8346 Tuckaway Shores Drive	Windward

EXHIBIT D

SECOND CORRECTION TO

DECLARATION OF CONDOMINIUM OWNERSHIP

OF

TUCKWAY SHORES CONDOMINIUMS

THIS SECOND CORRECTION TO THE DECLARATION OF CONDOMINIUM OWNERSHIP OF TUCKAWAY SHORES CONDOMINIUMS made and entered into this 11th day of January, 1984, by **TUCKAWAY SHORES CONDOMINIUMS, A JOINT VENTURE,** hereinafter referred to as "Declarant".

This Second Corrective Amendment to the Declaration of Condominium Ownership of Tuckaway Shores Condominiums is hereby made and executed to correct an error contained within said Declaration. The Declarant does hereby amend said Declaration by amending the Condominium Plat attached to said Declaration as Exhibit C so as to reflect the construction of a parking lot to the southwest of Pier 3 which shall be limited common area for the sole use by the unit owners proposed Pier 4. The new amended Exibit C is attached hereto and made a part hereof.

WITNESSETH

The Declaration of Condominium Ownership for Tuckaway Shores Condominiums was duly recorded by the Declarant in the Office of Register of Deeds for Milwaukee County, Wisconsin on the 8th day of September, 1982, at Reel 1467, Images 1866 to 1918 inclusive, as Document No. 556258.

LEGAL DESCRIPTION OF REAL ESTATE

The real estate which was affected by the Declaration of Condominium Ownership of Tuckaway Shores Condominiums is legally described as follows:

All that part of the Northeast One-quarter of the Southeast One-quarter of Section 16, Town 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, described as follows:

Lot 2 of Tuckaway Shores Condominiums, a subdivision recorded as Document No. 5536079 in the Register's Office of Milwaukee County and filed in Volume 113 of Plats on Pages 27 and 28. (containing 25,255 square feet or 0.5798 acres of land)

Also that part of Lot 1 of said TUCKAWAY SHORES CONDOMINIUMS bounded and described as follows: Beginning at the Northwest corner of said Lot 1; thence South 00 degrees, 32' 43" East, 153.35 feet along the Westerly line of said Lot 1; thence Southwesterly, 103.34 feet along said Westerly line and along the arc of a curve having the center of the circle of which said arc is a part lying to the Northwest, having a central angle of 45 degrees 32' 43", having a radius of 130.00 feet and having a chord of 100.64 feet which bears South 22 degrees 13' 38.5" West; thence South 45 degrees 00' 00" West, 252.81 feet along said Westerly line; thence Southwesterly, 31.60 feet along said Westerly line and along the arc of a curve having the center of the circle of which said arc is a part lying to the Northwest, having a central angle of 04 degrees 38' 31", having a radius of 390.00 feet and having a chord of 31.59 feet which bears South 47

degrees 19' 15.5" West, to the Southerly line of said Lot 1; thence South 40 degrees 21' 29" East, 99.13 feet along said Southerly line; thence North 45 degrees 00' 00" East, 257.52 feet; thence North 72 degrees 00' 00" East, 48.00 feet along a line (and the Easterly extension thereof) which is 10.00 feet from (as measured along a line with a bearing of South 18 degrees 00' 00" East) the center of an existing sanitary manhole; thence North 88 degrees 41' 24" East, 36.00 feet; thence North 37 degrees 45' 00" East, 142.00 feet; thence North 01 degree 18' 36" West, 25.00 feet; thence North 36 degrees 14' 50" East, 63.61 feet; thence North 88 degrees 41' 24" East, 210.00 feet; thence North 01 degree 18' 36" West, 140.74 feet to the North line of said Lot 1; thence South 88 degrees 41' 24" West, 420.14 feet along said North line to the point of beginning. (containing 177,271 square feet or 2.6922 acres of land).

IN WITNESS WHEREOF, TUCKAWAY SHORES CONDOMINIUMS, A JOINT VENTURE has caused this instrument to be signed this 11th day of January, 1984.

TUCKAWAY SHORES CONDOMIUMS,
A JOINT VENTURE

JOHN C. SCHLOSSER

RICHARD J. KAEREK

Subscribed and sworn to
before me this 11th day
of January, 1984.

Shirley A. Hill, Notary Public
Milwaukee County, State of Wisconsin
My commission expires March 18, 1984.

This document was drafted by:
Richard W. Double
Attorney at Law
700 North Water Street
Milwaukee, Wisconsin 53202

RECEIVED

THIRD AMENDMENT TO
DECLARATION OF CONDOMINIUM OWNERSHIP
OF
TUCKAWAY SHORES CONDOMINIUMS

THIS THIRD AMENDMENT TO THE DECLARATION OF CONDOMINIUM OWNERSHIP OF TUCKAWAY SHORES CONDOMINIUMS made and entered into this 22nd day of February, 1984, by **TUCKAWAY SHORES CONDOMINIUMS, A JOINT VENTURE,** hereinafter referred to as "Declarant".

This Third Amendment to the Declaration of Condominium Ownership of Tuckaway Shores Condominiums is hereby made and executed to amend said Declaration pursuant to Article X, Section 4 of the Declaration. The Declarant does amend said Declaration as follows:

The Declarant hereby amends Article IV, Section 5 to read as follows:

Section 5. **ANIMALS:** Each unit shall be entitled to own one (1) pet, which if required, shall be licensed through the local municipality and at all times when the pet is outside the unit, it shall be kept on a leash by the unit owner or his guest or invitee. Each unit owner who owns a pet, shall pay an additional Five Dollars ($5.00) of assessments, per month, to the Association. The Pet Control Board, which shall be created by the Board of Directors of the Association, shall establish rules and regulations governing and restricting the areas where pets may be permitted, and shall delineate specific areas where the owners must take their pets for relieving the wastes of the pets. Any owner of a pet shall be liable for any damage caused by their

pet. In the event the Board of Directors of the Association determine that a unit owner violates the above requirement of a pet being leashed at all times, the Board of Directors may levy a fine against said unit owner in an amount not to exceed $25.00 per violation. In the event unit owners fail to pay this fine, the amount of this fine shall become a lien on the unit and it's appurtenant common areas, which is owned by the owner of the pet which violates this Section, or against the unit whose owners thereof have guests who violate this requirement. This fine shall become a lien pursuant to Article VII, Section 10 of the Declaration.

Additionally, Article VII, Section 11 is amended to read as follows:

Section 11. **EFFECT OF NONPAYMENT OF ASSESSMENTS. ASSOCIATION REMEDIES:** Any assessment not paid within ten (10) days after the due date, shall bear interest from the due date at the rate of eighteen percent (18%) per annum allowed by law and as may be assessed by the Association. All payments on account, shall be first applied to the interest, if any, and then to the assessment payment first due. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the common areas or abandonment of his unit. A suit to recover a money judgment for unpaid expenses hereunder may be maintainable without foreclosing or waiving the lien securing the same. No unit owner who is more

than thirty (30) days delinquent in the payment of his assessment shall be entitled to vote at any regular or special meeting of the unit owners.

In the event nonpayment results from a check which has been tendered by a unit owner for payment of an assessment or fine, and which check may not be negotiated by the Association's Bank or Savings & Loan, for any reason (i.e. insufficient funds, account closed, etc.), in that event, any charges realized by the Association resulting from the inability to negotiate the check shall be added to that unit owner's assessment, and if not paid, shall become a lien pursuant to Article VII, Section 10 of the Declaration of Condominium Ownership of Tuckaway Shores Condominiums.

IN WITNESS WHEREOF, TUCKAWAY SHORES CONDOMINIUMS, A JOINT VENTURE has caused this instrument to be signed this 22nd day of February, 1984.

TUCKAWAY SHORES CONDOMINIUMS, A JOINT VENTURE

JOHN C. SCHLOSSER

RICHARD J. KAEREK

Subscribed and sworn to
before me this 22nd day
of February, 1984.

Shirley A. Hill

Shirley A. Hill, Notary Public
Milwaukee County, State of Wisconsin
My commission expires March 18, 1984.

This document was drafted by:
Richard W. Double
Attorney at Law
700 North Water Street
Milwaukee, Wisconsin 53202

PHASE TWO SUPPLEMENT AND

AMENDMENT TO DECLARATION OF CONDOMINIUM OF

TUCKAWAY SHORES CONDOMINIUMS

THIS PHASE TWO SUPPLEMENT AND AMENDMENT, made and entered into this 12th day of January, 1984, by **TUCKAWAY SHORES CONDOMINIUMS, A JOINT VENTURE**, hereinafter referred to as "Declarant".

This Amendment to Declaration is hereby made and executed pursuant to the Declaration of Condominium Ownership for Tuckaway Shores Condominiums and the provisions of the Wisconsin Condominium Ownership Act, Chapter 703, Wisconsin Statutes.

WITNESSETH

The Declaration of Condominium Ownership for Tuckaway Shores Condominium was duly recorded by the Declarant in the Office of Register of Deeds for Milwaukee County, Wisconsin on the 8th day of September, 1982, at Reel 1467, Images 1866 to 1918 inclusive, as Document No. 5562578 and by Corrective Amendments dated September 13, 1982 which was recorded on the 22nd day of September, 1982, at Reel 1470, Images 1383 to 1399 inclusive, as Document No. 5565098, and that Corrective Amendment dated the 12th day of January, 1984, which was recorded on the 13th day of January, 1984, as Document No. 5685660.

Pursuant to the provisions of that Declaration, Article I, Section 1, the Declarant desires to submit and subject additional real estate to that Declaration and to the Condominium Ownership Act, which real estate is a portion of the real estate which was described in Exhibit A attached to the Declaration, and;

The Declarant desires to amend the Declaration and to annex to the plan of condominium ownership, under all the provisions of that Declaration, the real estate hereinafter described which is a portion of the real estate described in Exhibit A attached to the Declaration, and;

The Declarant is the owner of the real estate referred to above and which is hereinafter described, and for the purposes set forth above, **DECLARES AS FOLLOWS:**

ARTICLE I

LEGAL DESCRIPTION OF REAL ESTATE

The real estate which is annexed to the plan of condominium ownership, under all of the provisions of the Declaration of Condominium Ownership for Tuckaway Shores Condominiums, and which is hereby subjected to the provisions of the Condominium Ownership Act, Chapter 703, Wisconsin Statutes, as provided in said Declaration, is legally described as follows:

All of Lot 3 and a part of Lot 4 of TUCKAWAY SHORES CONDOMINIUMS ADDITION NO. 1, a recorded subdivision being a part of the Northeast One-quarter of the Southeast One-quarter of Section 16, Town 5 North, range 21 East, City of Franklin, Milwaukee County, Wisconsin, bounded and described as follows:

> Beginning at the Southwest corner of said subdivision; thence North 00 degrees 32' 14" West 886.86 feet along the West line of said subdivision to the Northwest corner thereof; thence North 88 degrees 39' 49" East, 200.21 feet along the North line of said subdivision to an angle point; continuing thence along said North line of said subdivision, North 88 degrees 41' 41" East, 299.99 feet to a point in the Northeasterly line of said subdivision, said point being in the Southwesterly line of AMENDED TUCKAWAY SHORES CONDOMINIUMS, a recorded condominium plat; thence South 40 degrees 21' 29" East, 164.90 feet along said line to the Southernmost corner of said plat and shown as point "A" on said plat; thence South 60 degrees 44' 36" West, 171.45 feet; thence South 66 degrees 01' 07" West, 200.00 feet; thence South 47 degrees 51' 59" West, 96.00 feet; thence North 52 degrees 19' 57"

West, 112.00 feet to a point in the arc of a curve being in the Easterly and Southeasterly line of TUCKAWAY SHORES DRIVE, a public street; thence Southwesterly 146.69 feet along said line and said arc of said curve, the center of the circle of which said arc is a part lying to the Southeast, having a radius of 220.00 feet, having a central angle of 38 degrees 12' 12", and having a chord which bears South 18 degrees 33' 57" West, 143.99 feet, to the end of said curve; continuing thence along said line, South 00 degrees 32' 09" East, 112.46 feet; thence North 89 degrees 27' 51" East, 71.86 feet; thence North 46 degrees 59' 24" East, 39.34 feet; thence South 43 degrees 00' 36" East, 208.51 feet; thence North 88 degrees 33' 53" East and parallel with the Northerly line of said street, 47.00 feet to a point in the Easterly line of said subdivision; thence South 01 degree 26' 07" East, 230.00 feet along said Easterly line to the Southeast corner of said subdivision; thence South 88 degrees 33' 24" West, 100.93 feet along the South line of said subdivision to an angle point; continuing thence along said South line, 88 degrees 33' 53" West, 256.36 feet to the point of beginning.

Excepting therefrom said TUCKAWAY SHORES DRIVE.

ARTICLE II

RESIDENTIAL BUILDINGS IN PHASE TWO

The residential buildings to be constructed on the above-described real estate in this Phase Two Supplement and Amendment are two (2) buildings, Pier Four (4), which building will have twenty (20) living units and Pier Six (6) which will have ten (10) living units. Each of the buildings will be of generally comparable quality and compatible design as the buildings

currently located on the condominium property before this annexation. Complete construction details are contained in the working plans and drawings available for inspection at the office of the Declarant. The buildings are located as designated on the copy of the Condominium Plat which is attached hereto as Exhibit A. Pier Four has twenty (20) garage units in its basement which are available for purchase from the Declarant by first time purchasers of living units in Pier 4. In the event all of the garage units are not purchased by purchasers of living units in Pier 4, then the Declarant may sell those unsold garage units to purchasers of other living units in Tuckaway Shores Condominiums.

The Declarant reserves the right to change the type of any unit prior to or during construction, regardless of the initial designation of such type on the Exhibits attached hereto. Exhibits B-1, B-2, B-3, B-4 and B-5 are for Pier 4; Exhibits C-1, C-2, C-3, C-4 and C-5 are for Pier 6. The estimated Budget based upon fifty-two (52) units is attached hereto and marked as Exhibit D. The estimated additional assessment for units in Pier 4, which is established pursuant to Article V, are set forth on Exhibit E.

ARTICLE III

UNITS

SECTION 1. UNIT IDENTIFICATION: Each living unit shall be specifically designated by its unit number as set forth on the drawing located second from the bottom on Exhibit B-3.

SECTION 2. UNIT DESCRIPTION: The boundaries of each living unit in Pier 6 shall have the same boundaries as described in Section 2, Article II, of the Declaration of Condominium Ownership for Tuckaway Shores Condominiums. Because Pier 4 differs from the other Piers currently constructed, the description of the boundaries of the units contained therein are described as follows: The boundaries of each living Unit shall consist of that area which has vertical boundaries of the inner surface of the exterior, party walls or entry foyer walls bounding each unit; the lower horizontal boundary of the living unit shall be the plane of the upper surface of the wood or concrete floor of

that unit and the upper horizontal boundary shall be the plane of the undersurface of the ceiling to that unit. The unit shall also include all windows, doors and door frames contained within said unit andits entry door (not including the main exterior entry doors leading into the limited common entry foyers, stairs and hallways of this Pier). All decisions regarding the general maintenance of the Limited Common areas within the interior of Pier 4, the maintenance of the garage area and assessments for the living and garage units shall be established as set forth in Article V hereof.

SECTION 3. GARAGE UNIT INDENTIFICATION: Each garage unit in Pier 4 shall be designated by a specific alphabetic letter. The location of the garage units are set forth on drawing locatyed on the bottom of Exhibit B-3.

The estimated Budget for these garage units, is set forth on Exhibit E and is based upon twenty (20) garage units.

SECTION 4. DESCRIPTION OF GARAGE UNITS: The boundaries of each garage unit shall consist of that area which has imaginary vertical boundaries established by the lines drawn on the concrete floor for that parking area extended to the undersurface of the ceiling above the garage. The upper horizontal boundary shall be the plane of the undersurface of the floor to the first floor living units. The lower horizontal boundary shall be the upper surface of the concrete floor of the floor of the garage unit. The length of the each garage unit shall not extend beyond the lines drawn for the parking areas. Declarant and all future purchasers of garage units hereby consent and grant to the Homeowners' Association, the right to attach, hang or otherwise place any object or objects (including plumbing, electrical, or heating pipes) within, through or above the spaces previously described as garage units as long as the object or objects so placed do not prevent the parking of automobiles in any of the garage units.

ARTICLE II

RESIDENTIAL BUILDINGS IN PHASE THREE

The residential building constructed on the above-described real estate in this Phase Three Supplement and Amendment is one (1) building, Pier Seven (7), which has ten (10) units. The building is of generally comparable quality and compatible design to the buildings currently located on the condominium property before this annexation. Complete construction details are contained in the working plans and drawings available for inspection at the office of the Declarant. The building is located as designated on the copy of the Condominium Plat which is attached hereto as Exhibit A. The Declarant reserves the right to change the type of any unit prior to or during construction, regardless of the initial designation of such type on the Exhibits attached hereto. Exhibits B-1, B-2, B-3, and B-4 are for Pier 7 and show the location of each of the units in Pier 7. The estimated Budget based upon sixty-two (62) units is attached hereto and marked as Exhibit C.

ARTICLE III

UNITS

SECTION 1. UNIT IDENTIFICATION: Each living unit shall be specifically designated by its unit number. The following Units are contained within Pier 7: 7800 West Tuckaway Shores Drive, 7802 West Tuckaway Shores Drive, 7804 West Tuckaway Shores Drive, 7806 West Tuckaway Shores Drive, 7808 West Tuckaway Shores Drive,

7810 West Tuckaway Shores Drive, 7812 West Tuckaway Shores Drive, 7814 West Tuckaway Shores Drive, 7816 West Tuckaway Shores Drive, 7818 West Tuckaway Shores Drive, and are displayed with the Exhibits labeled B.

SECTION 2. UNIT DESCRIPTION: The boundaries of each living unit in Pier 7 shall have the same boundaries as described in Section 2, Article II, of the Declaration of Condominium Ownership for Tuckaway Shores Condominiums.

ARTICLE IV

COMMON AND LIMITED COMMON AREAS

The Common and Limited Common areas as described in the Declaration of Condominiums for Tuckaway Shores apply to Pier 7.

ARTICLE V

ASSESSMENTS

The Board of Directors shall establish the assessments against the owners of living units in Pier 7 in accordance with the Declaration of Condominium Ownership for Tuckaway Shores Condominiums.

ARTICLE VI

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

SECTION 1. MEMBERSHIP: Membership of unit owners in the Association is controlled by Article V of the Declaration.

SECTION 2. UNIT VALUE FOR VOTING: The interest for each Unit shall be 1/62nd and shall serve as the basis in determining the voting interest of each Unit on all matters as more fully set

forth in the Declaration.

IN WITNESS WHEREOF, TUCKAWAY SHORES CONDOMINIUMS, A JOINT VENTURE has caused this instrument to be signed this 11th day of July, 1985.

JOHN C. SCHLOSSER

RICHARD J. KAEREK

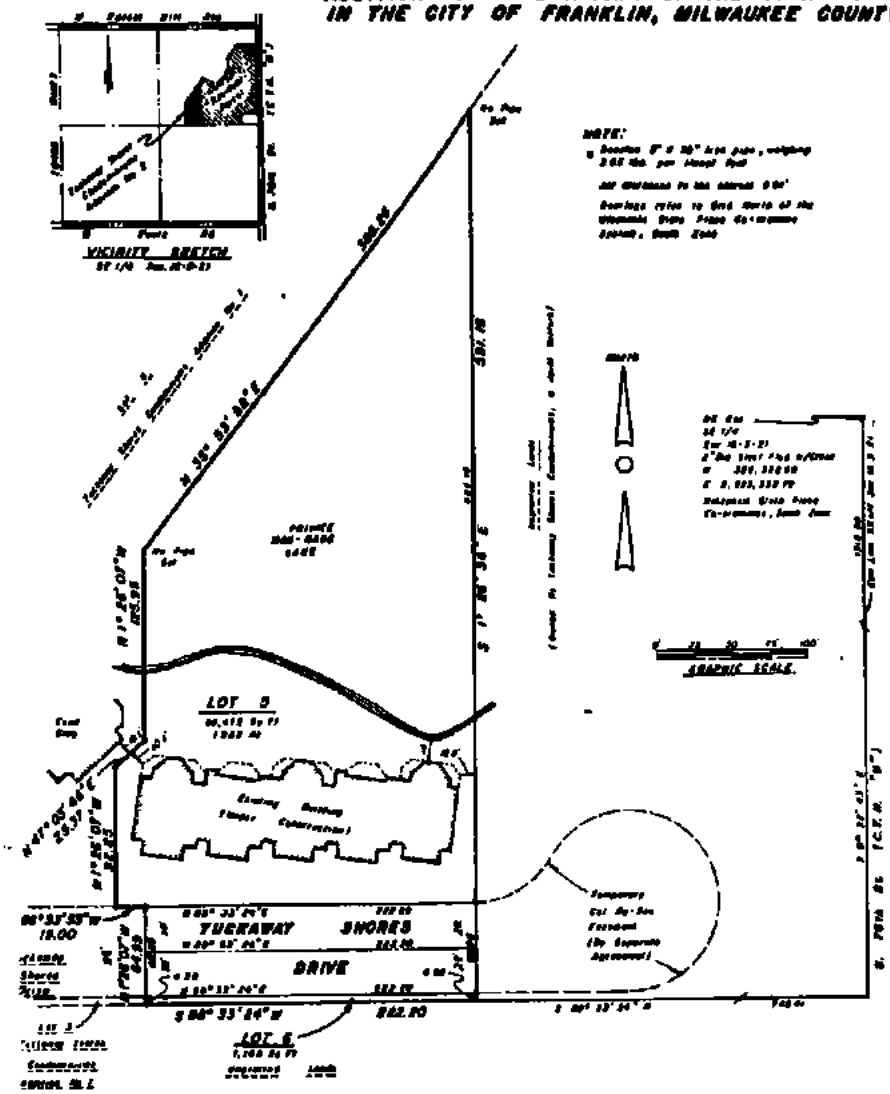
Subscribed and sworn to
before me this 11th day
of July, 1985.

Richard W. Double, Notary Public
Milwaukee County, State of Wisconsin
My commission is permanent.

This document was drafted by:
Richard W. Double
Attorney at Law
700 North Water Street
Milwaukee, Wisconsin 53202

TUCKAWAY SHORES CONDOMINIUMS ADDITION NO. 2

BEING A RE-DIVISION OF PART OF LOT 4, "TUCKAWAY SHORES CONDOMINIUMS" ADDITION NO. 1 AND A PART OF THE SE 1/4 OF SECTION 16, T 5 N, R 21E, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN



WISCONSIN
GERALD E.
LAND SURVEYOR

10-17-84

SURVEYOR'S CERTIFICATE

I, Gerald E. Casey, a registered land surveyor, do hereby certify that I have surveyed the above d property and that this survey is an accurate representation of the exterior boundary lines and the loca the buildings and improvements constructed or to be constructed upon the property.

This condominium plat is a correct representation of TUCKAWAY SHORES CONDOMINIUMS ADDITION NO. 2 a proposed at the date hereof, and the identification and proposed location of each unit and the common e can be determined from the plat. The common elements are defined to be all of the condominium property the individual units described in this plat. The undersigned surveyor makes no certification as to the accuracy or diagrammatic floor plans of the condominium building and units contained in the plat or the appropriate dimensions or floor areas thereof.

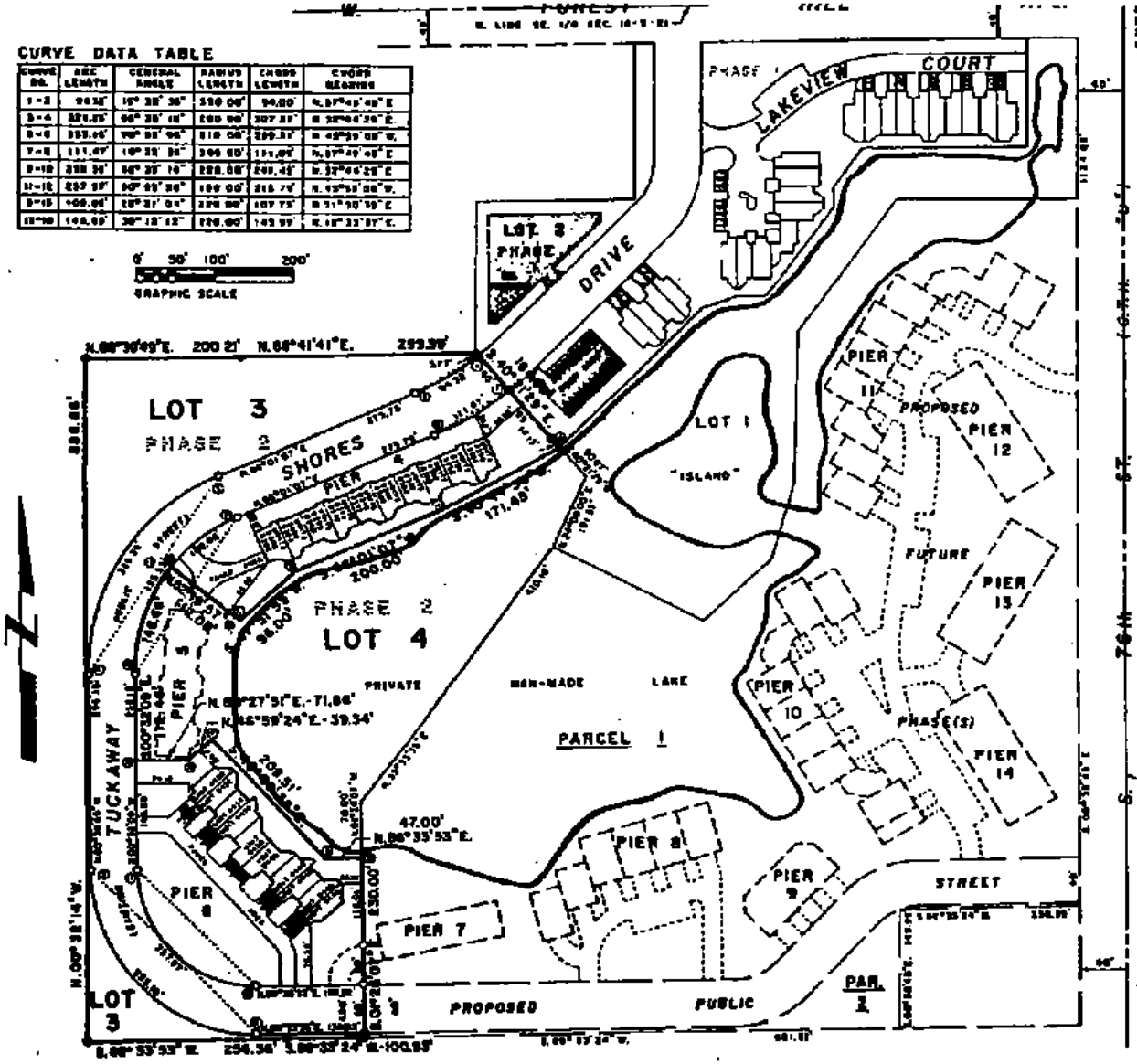
Gerald E. Casey
Registered Land Surveyor S-1329

EXHIBIT A

EXHIBIT "A"

TUCKAWAY SHORES CONDOMINIUMS

(PHASE II)


CURVE DATA TABLE
GRAPHIC SCALE
0' 50' 100' 200'
LOT 3
PHASE 2
LOT 4
PHASE 2
LOT 1
"ISLAND"
PARCEL 1
PRIVATE
MAN-MADE
LAKE
LOT 2
PHASE 1
DRIVE
LAKEVIEW
COURT
TUCKAWAY
SHORES
PROPOSED
PUBLIC
STREET
FUTURE
PHASE(S)
PIER 8
PIER 9
PIER 10
PIER 11
PIER 12
PIER 13
PIER 14
PIER 7
PAR. 1
N.88°36'49"E. 200.21'
N.88°41'41"E. 253.38'
N.88°27'51"E.-71.86'
N.88°59'24"E.-39.34'
47.00'
N.88°33'53"E.
S.88°33'53"W. 254.36'
S.88°33'24"W.-100.85'
N.00°32'14"W.
S.00°32'14"E.
S.00°33'24"E.
S.00°33'24"W.
S.00°33'24"E.
S.00°33'24"W.
S.00°33'24"E.
S.00°33'24"W

ARTICLE IV

COMMON AND LIMITED COMMON AREAS

SECTION 1. PIER 4. The Common areas and facilities for Pier 4 shall consist of:

a. The real estate on which the building is located;

b. The foundation, colums, girders, beams, supports, main walls and roofs of the building;

c. The areas set aside for outdoor parking (surface parking for the other unit owners at Tuckaway Shores Condominiums which are designated for R.V.s and for visitors, which are not assigned to specific unit owners;

d. All areas not specifically described as the living unit or as Limited Common areas.

SECTION 2. DESCRIPTION OF LIMITED COMMON AREAS IN PIER 4: Since the building is constructed so as to provide an exterior entrance (sometimes herein referred to as the entry foyer, stairs and hallways) which leads to two units, each of these entrances shall be designated as a limited common area for the two units which it leads to. Similarily, the entry foyer, stairs and hallways which provide access to the basement parking area and storage closets area service two units. This entry foyer, stairs and hallway shall be limited common area for only the two units which it serves. Each living unit has a storage closets in the basement area which shall be limited common area to the unit which bears the same number as assigned to that storage area. Except for the boiler room and its contents, which are limited common areas for living unit owners in Pier 4, the space in the basement area which is not owned by owners of garage units and is not assigned to living unit owners for storage closets shall be limited common areas to only owners of garage units and living units in Pier 4. The surface parking lot located to the northeast of Pier 4, lying between Pier 4 and Pier 3, is limited common parking space for living unit owners in Pier 4. This

parking space shall be so marked to allow one parking space for each living unit owner in Pier 4. No other owners of living or garage units may use this parking lot. In Pier 4, the boilers, circulating pumps, boiler accessories and the main-line distribution piping belong in common ownership with all unit owners. From a point of connection of each living units' zone-valve and continuing in and thru riser piping, unit radiators, return to main-line piping, that part of the heating system equipment is owned solely by the living unit being served by that part of the central heating system.

SECTION 3. PIER 6. The Common and Limited Common areas as described in the Declaration of Condominiums for Tuckaway Shores apply to Pier 6.

ARTICLE V

ASSESSMENTS TO AND

MANAGEMENT OF THE LIVING AND GARAGE UNITS

IN PIER 4

Because Pier 4 is designed differently in that it provides common heat to all unit owners and has common entrances to pairs of living units, assessments, other than and over and above those imposed by the Association shall be established as follows:

SECTION 1. MANAGEMENT OF PIER 4. The living unit owners of Pier 4 shall elect, by a majority vote of the living unit owners (allowing one vote per living unit, a management committee which shall consist of three (3) individuals owning interests in living units in Pier 4. A chairperson shall be elected by the members of that committee. It shall be the duty of this committee, amongst other duties which may arise, to maintain the limited common areas in a clean and presentable condition and to choose the color schemes to be used in these limited common areas. Additionally, this committee shall have authority to and shall establish an assessment to be levied against each living unit to cover the heating expense, maintenance of the heating

system in Pier 4, and the maintenance of the limited common areas. It shall be the duty of the Chairperson to report this assessment to the Association. It shall be the duty of the Association to collect this Assessment established by the Management Committee for Pier 4, in addition to the assessment levied by the Association. The Association shall create separate accounts in which the amounts assessed by this Committee shall be kept and shall not be spent without the authority of the Management Committee of Pier 4. Until all living units in Pier 4 have been sold by the Declarant, the Declarant shall, in his sole discretion, have the right and duty to exercise the above powers and actions.

SECTION 2. MANAGEMENT OF GARAGE AREA: The above-described Management Committee for Pier 4 shall have the authority and duty to handle the general management of and the maintenance of the garage parking area. This Committee shall have the authority and the duty to establish the assessments levied against the owners of garage units, which assessment shall cover the cost of supplying electricity to the garage area, cleaning the garage area, general maintenance and upkeep of the parking area, a portion of the heating expense, maintenance of the heating system and reserve for repair or replacements to the overhead garage door mechanical opening system.

SECTION 3. ASSESSMENTS ON LIVING UNITS: The Board of Directors shall establish the assessments against the owners of living units in Pier 6 in accordance with the Declaration of Condominium Ownership for Tuckaway Shores Condominiums.

Because Pier 4 differs from the other Piers currently constructed, the Management Committee for Pier 4 shall have the authority and duty to establish additional assessments to be levied by the Association over and above the normal assessments established by the Association, which shall also be levied against the living unit owners of Pier 4 by the Association. This additional assessment shall be established in accordance with Article V hereof.

SECTION 4. ASSESSMENTS ON GARAGE UNITS: The Board of Directors of Tuckaway Shores Homeowners' Association, Inc. shall assess each garage unit owner the monthly assessment established by the management committee for Pier 4. This assessment shall cover the cost of supplying electricity to the garage area, cleaning the garage area, general maintenance and upkeep of the parking area, a portion of the heating expense, maintenance of the heating system and reserve for repair or replacements to the overhead garage door mechanical opening system.

ARTICLE VI

OPERATION OF PIER 4

Pier #4, consisting of 20 living units and 20 garage stalls, is classified by state building codes as a multi-family building whereas Piers numbered 1, 2, 3 and 6 are row-houses (townhomes). This multi-family classification requires that certain construction design be employed, some of which are:

Fire Sprinkler System

Fire Alarm System

Additionally, the design of Pier #4 differs from the Tuckaway Shores townhomes insofar as it has underground parking, central hydronic heating system and shared entry foyers. As a result of these design differences, this Article is given to assist the Association in handling the management of Pier 4 with its other duties.

SECTION 1. PIER #4 MANAGEMENT COMMITTEE: A committee comprised of not less than three (3) living unit owners (garage stall owners not being living unit owners of Pier #4 are not eligible to sit on this committee) shall be elected to serve on the Pier #4 Management Committee, hereinafter sometimes referred to as the Committee, by election of the majority of unit owners (unit owners being hereinafter deemed to be only unit owners of Pier #4 living units) and each committee member so elected shall serve for a period of one (1) year. The election of committee members is to take place on or about the 1st day of June of each

year but in no event later than the 15th day of June. Committee members are to serve without compensation.

Duties of the Committee members will be the general operation of Pier #4 (within the exterior walls of the building) including the central heating system, public lighting, garage and entry foyer maintenance. The Common areas including the exterior building maintenance continues to be the responsibility of the Tuckaway Shores Homeowners' Association.

In addition, the Committee will set rates of assessment for special costs incurred by operation of Pier #4, such as maintenance of the garage area (assessable only to garage stall owners), maintenance of entry foyers, maintenance and operation of the central heating system and the assessment of heating costs.

Assessments levied are to be paid to the Treasurer of the Tuckaway Shores Homeowners' Association. The Treasurer shall keep these funds segregated from all other funds of the Association and in no event are these funds to be used for any purpose other than that designated by the Committee. Other than a reasonable reserve for maintenance of the central heating no build-up of funds is to be made. Assessments are to be for actual costs of maintenance (plus a reasonable reserve for general maintenance of the central heating system).

So as to provide adequate funds to properly manage the central heating system, each owner of living units located within Pier 4 shall, upon purchase of the unit, deposit with the Association the sum of $50.00. This deposit is credited to the living unit and upon subsequent re-sale of the living unit, the deposit is credited to the new living unit owner.

SECTION 2. CENTRAL HEATING SYSTEM: So as to provide all unit owners the highest quality heating system, the building was designed having a gas fired hydronic (hot water) heating system. Consisting of one primary and one auxiliary boiler (2 boilers total) located in the garage area of the building. The system has sufficient capacity to adequately heat all living units. Because the heating system is located in the basement, it will temper the

air of the garage parking area. As previously stated, the boilers, circulating pumps, boiler accessories and the main-line distribution piping are commonly owned by all living unit owners in Pier 4. From the point of connection of each living unit's zone-valve and continuing in and thru riser piping, unit radiators, and return to mainline piping, the ownership of this portion of the heating system equipment is part of the Unit and is owned by that living unit owner.

Central heating systems previously had one major objection, that being that all living unit owners had to pay an equal amount of the operating and energy bills. This is not true in the case of Pier #4.

The system is designed to be in operation from about September thru May of each year (the actual dates are to be determined by the Committee). While it operates, the amount of heat supplied to any unit is dictated by the thermostadt control located in each living unit. When the thermostadt calls for heat, the zone-valve to that living unit will open allowing hot water to pass thru that living unit's heat radiators. Simultaneous with the opening of the zone-valve, a "use metering device" will be activated recording the amount of hot water consumed by that living unit.

Located in the secured area of the boiler room will be a meter for each living unit indicating accumulated use of the heating system by each living unit owner. Monthly, upon receipt of the gas bill, a reading of each unit's meter will be made and a cost pro-ration of the gas bill will be assessed by the committee according to each living unit's use.

The entry foyer to each living unit is equipped with a wall mounted radiator intended to temper the foyer air, not necessarily sufficient to provide any degree of comfort. These foyer radiators are not controlled by thermostadt and the hot water passing thru them is furnished unmetered from the heating system.

SECTION 3. PUBLIC LIGHTING: The garage area and garage entrance lighting is provided by the public electric meter of the building. The garage area lighting is active 24 hours daily.

Exterior entry lighting and entry foyer lighting is provided by the public electric meter of the building. These light fixtures are controlled by sensing devices and are scheduled to operate only during periods of darkness. (Note: wall fixtures located within the entry foyer at each unit entry door, hereinafter referred to as unit entry lights, are not on the public meter but are metered to the unit they serve).

These lighting fixtures, not including the unit entry lights, are owned by the Association but the maintenance and operating energy is to be assessed to the owners of Pier #4. The initial estimated assessment for this service is set forth on Exhibit G. The Committee may modify its assessments at their discretion, as needed.

SECTION 4. GARAGE USE AND MAINTAINANCE: Garage stall owners are to be assessed all costs attributed to the operation of the garage area, which are in addition to the garage lighting described above. The garage area is equipped with ventilating fans, radio controlled overhead door and stall markings. All these will require periodic maintenance.

The garage area must be kept clean and periodic cleaning services will be provided by the Committee.

The lighting fixtures are owned by the Association but the maintenance and operating energy is to be assessed to the owners of the garage stalls.

Each garage stall owner is given the exclusive right to use the stall area described in the garage stall condominium deed. At no time is any stall owner to park any vehicle or to place any materials outside the designated stall area.

Other than minor maintenance, no vehicle repairs shall be made anywhere in the garage area.

No vehicle which has been disassembled in whole or part may be stored in the garage area.

No vehicle which exceeds the stall limits may be stored in the garage.

The Committee will be the final authority as to the use of any garage stall by what may be determined an obnoxious use.

SECTION 5. ENTRY FOYER USE AND MAINTENANCE: As the entry foyers are for the use of two living units, housekeeping maintenance will be provided on a regular basis by the Commitee. The cost of this service will be assessed all unit owners in Pier 4.

The entry foyers are to kept clear of all materials except unit owners may place house plants or other decorative items within the entry foyer area to their living unit as long as there is no obstruction to the foyers use. The Committee will be the final authority as to items placed within the entry foyers.

IN WITNESS WHEREOF, TUCKAWAY SHORES CONDOMINIUMS, A JOINT VENTURE has caused this instrument to be signed this 12th day of January, 1984.

TUCKAWAY SHORES CONDOMINIUMS,
A JOINT VENTURE

John C. Schlosser

Richard J. Kaerek

Subscribed and sworn to
before me this 12th day
of January, 1984.

Shirley A. Hill, Notary Public
Milwaukee County, State of Wisconsin
My commission expires March 18, 1984.

This document was drafted by:
Richard W. Double
Attorney at Law
700 North Water Street
Milwaukee, Wisconsin 53202

PHASE THREE SUPPLEMENT AND

AMENDMENT TO DECLARATION OF CONDOMINIUM OF

TUCKAWAY SHORES CONDOMINIUMS

THIS PHASE THREE SUPPLEMENT AND AMENDMENT, made and entered into this 11th day of July, 1985, by **TUCKAWAY SHORES CONDOMINIUMS, A JOINT VENTURE**, hereinafter referred to as "Declarant".

This Amendment to Declaration is hereby made and executed pursuant to the Declaration of Condominium Ownership for Tuckaway Shores Condominiums and the provisions of the Wisconsin Condominium Ownership Act, Chapter 703, Wisconsin Statutes.

WITNESSETH

The Declaration of Condominium Ownership for Tuckaway Shores Condominium was duly recorded by the Declarant in the Office of Register of Deeds for Milwaukee County, Wisconsin on the 8th day of September, 1982, at Reel 1467, Images 1866 to 1918 inclusive, as Document No. 5562578 and by Corrective Amendments dated September 13, 1982 which was recorded on the 22nd day of September, 1982, at Reel 1470, Images 1383 to 1399 inclusive, as Document No. 5565098, and that Corrective Amendment dated the 20th day of December, 1983, which was recorded on the 21st day of December, 1983 as Document No. 5685860.

Pursuant to the provisions of that Declaration, Article I, Section 1, the Declarant desires to submit and subject additional real estate to that Declaration and to the Condominium Ownership Act, which real estate is a portion of the real estate which was described in Exhibit A attached to the Declaration, and;

The Declarant desires to amend the Declaration and to annex to the plan of condominium ownership, under all the provisions of that Declaration, the real estate hereinafter described which is a portion of the real estate described in Exhibit A attached to the Declaration, and;

The Declarant is the owner of the real estate referred to above and which is hereinafter described, and for the purposes set forth above, DECLARES AS FOLLOWS:

ARTICLE I

LEGAL DESCRIPTION OF REAL ESTATE

The real estate which is annexed to the plan of condominium ownership, under all of the provisions of the Declaration of Condominium Ownership for Tuckaway Shores Condominiums, and which is hereby subjected to the provisions of the Condominium Ownership Act, Chapter 703, Wisconsin Statutes, as provided in said Declaration, is legally described as follows:

> TUCKAWAY SHORES CONDOMINIUMS ADDITION NO. 2, being a re-division of Lot 4, "Tuckaway Shores Condominiums" Addition No. 1 and a part of the SE 1/4 of Section 16, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, State of Wisconsin.

PHASE FOUR SUPPLEMENT AND

AMENDMENT TO DECLARATION OF CONDOMINIUM OF

TUCKAWAY SHORES CONDOMINIUMS

THIS PHASE FOUR SUPPLEMENT AND AMENDMENT, made and entered into this 27th day of December, 1985, by **TUCKAWAY SHORES CONDOMINIUMS, A JOINT VENTURE**, hereinafter referred to as "Declarant".

This Amendment to Declaration is hereby made and executed pursuant to the Declaration of Condominium Ownership for Tuckaway Shores Condominiums and the provisions of the Wisconsin Condominium Ownership Act, Chapter 703, Wisconsin Statutes.

WITNESSETH

The Declaration of Condominium Ownership for Tuckaway Shores Condominium was duly recorded by the Declarant in the Office of Register of Deeds for Milwaukee County, Wisconsin on the 8th day of September, 1982, at Reel 1467, Images 1866 to 1918 inclusive, as Document No. 5562578 and by Corrective Amendments dated September 13, 1982 which was recorded on the 22nd day of September, 1982, at Reel 1470, Images 1383 to 1399 inclusive, as Document No. 5565098, and that Corrective Amendment dated the 20th day of December, 1983, which was recorded on the 21st day of December, 1983 as Document No. 5685660.

Pursuant to the provisions of that Declaration, Article I, Section 1, the Declarant desires to submit and subject additional real estate to that Declaration and to the Condominium Ownership

Act, which real estate is a portion of the real estate which was described in Exhibit A attached to the Declaration, and;

The Declarant desires to amend the Declaration and to annex to the plan of condominium ownership, under all the provisions of that Declaration, the real estate hereinafter described which is a portion of the real estate described in Exhibit A attached to the Declaration, and;

The Declarant is the owner of the real estate referred to above and which is hereinafter described, and for the purposes set forth above, **DECLARES AS FOLLOWS:**

ARTICLE I

LEGAL DESCRIPTION OF REAL ESTATE

The real estate which is annexed to the plan of condominium ownership, under all of the provisions of the Declaration of Condominium Ownership for Tuckaway Shores Condominiums, and which is hereby subjected to the provisions of the Condominium Ownership Act, Chapter 703, Wisconsin Statutes, as provided in said Declaration, is legally described as follows:

> Lot 4 in TUCKAWAY SHORES CONDOMINIUMS ADDITION NO. 1, being a subdivision of a part of the NE 1/4 of the SE 1/4 of Section 16, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, State of Wisconsin, excepting that part which is bounded and described as follows: Commencing at the Southeast corner of said Lot 4; thence S 88° 33' 53" W, 19.00 feet, thence N 1° 26' 07" W, 92.25 feet; thence N 47° 03' 46" E, 25.37 feet; thence S 1° 26' 07" E, 109.06 feet to the place of commencement.

ARTICLE II

RESIDENTIAL BUILDINGS IN PHASE FOUR

The residential building constructed on the above-described real estate in this Phase Four Supplement and Amendment is one (1) building, Pier Five (5), which has eleven (11) units. The building is of generally comparable quality and compatible design to the buildings currently located on the condominium property before this annexation. Complete construction details are contained in the working plans and drawings available for inspection at the office of the Declarant. The building is located as designated on the copy of the Condominium Plat which is attached hereto as Exhibit A. The Declarant reserves the right to change the type of any unit prior to or during construction, regardless of the initial designation of such type on the Exhibits attached hereto. Exhibits B-1, B-2, B-3, B-4 and B-5 are for Pier 5 and show the location of each of the units in Pier 5. The estimated Budget based upon seventy-three (73) units is attached hereto and marked as Exhibit C.

ARTICLE III

UNITS

SECTION 1. UNIT IDENTIFICATION: Each living unit shall be specifically designated by its unit number. The following Units are contained within Pier 5: 8400 South Tuckaway Shores Drive, 8402 South Tuckaway Shores Drive, 8404 South Tuckaway Shores Drive, 8406 South Tuckaway Shores Drive, 8408 South Tuckaway Shores Drive,

8410 South Tuckaway Shores Drive, 8412 South Tuckaway Shores Drive, 8414 South Tuckaway Shores Drive, 8416 South Tuckaway Shores Drive, 8418 South Tuckaway Shores Drive, and 8418 South Tuckaway Shores Drive, and are displayed with the Exhibits labeled B.

SECTION 2. UNIT DESCRIPTION: The boundaries of each living unit in Pier 5 shall have the same boundaries as described in Section 2, Article II, of the Declaration of Condominium Ownership for Tuckaway Shores Condominiums.

ARTICLE IV

COMMON AND LIMITED COMMON AREAS

The Common and Limited Common areas as described in the Declaration of Condominiums for Tuckaway Shores apply to Pier 5.

ARTICLE V

ASSESSMENTS

The Board of Directors shall establish the assessments against the owners of living units in Pier 5 in accordance with the Declaration of Condominium Ownership for Tuckaway Shores Condominiums.

ARTICLE VI

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

SECTION 1. MEMBERSHIP: Membership of unit owners in the Association is controlled by Article V of the Declaration.

SECTION 2. UNIT VALUE FOR VOTING: The interest for each Unit shall be 1/73rd and shall serve as the basis in determining

the voting interest of each Unit on all matters as more fully set forth in the Declaration.

IN WITNESS WHEREOF, TUCKAWAY SHORES CONDOMINIUMS, A JOINT VENTURE has caused this instrument to be signed this 27th day of December, 1985.

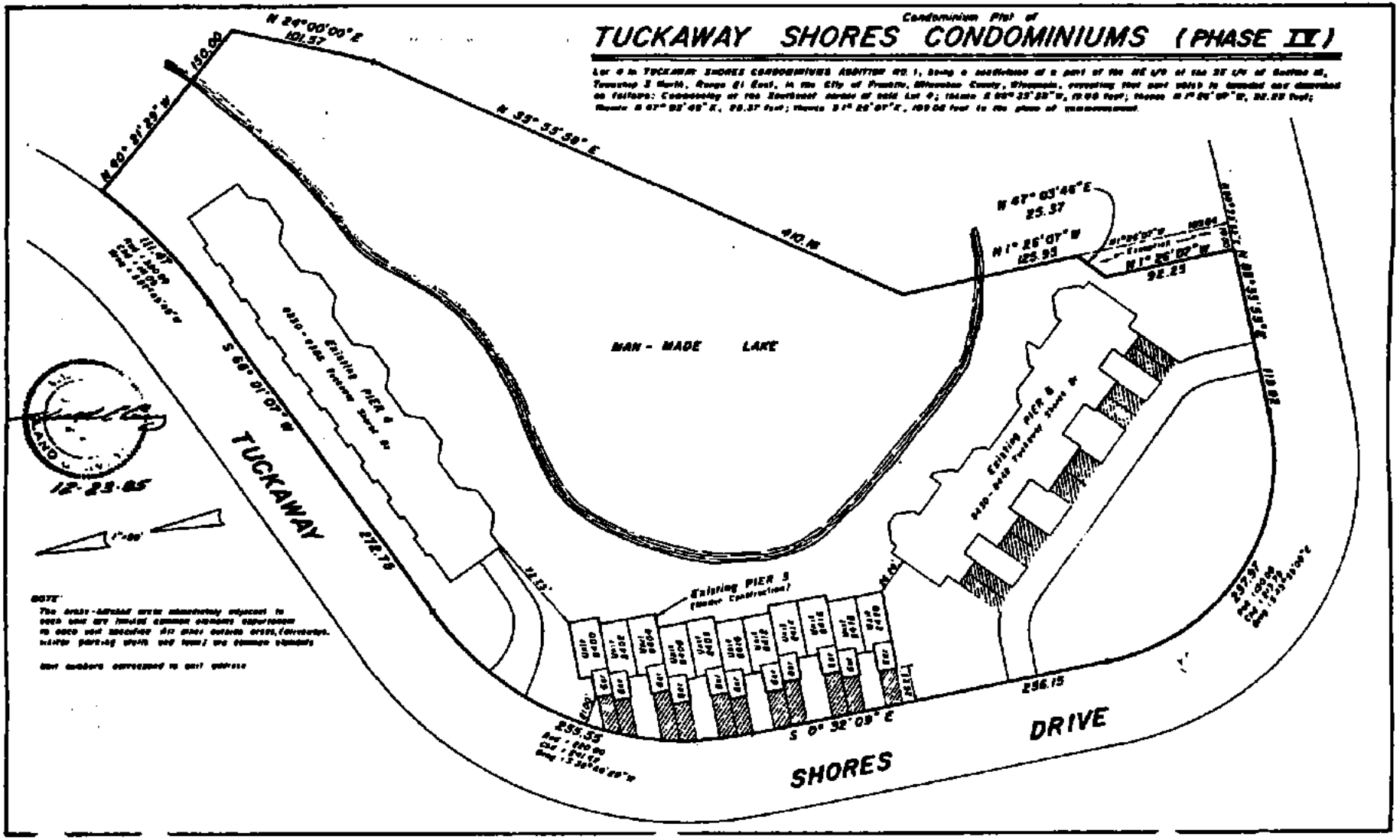
JOHN C. SCHLOSSER

RICHARD J. KAEREK

Signatures of John C. Schlosser
and Richard J. Kaerek authenticated
this 27th day
of December, 1985.

Richard W. Double,
Attorney at Law

This document was drafted by:
Richard W. Double
Attorney at Law
700 North Water Street
Milwaukee, Wisconsin 53202


Condominium Plat of
TUCKAWAY SHORES CONDOMINIUMS (PHASE IV)
N 24°00'00" E
101.57
150.00
N 60° 21' 29" W
N 33° 55' 58" E
410.16
N 47° 03' 46" E
25.57
N 1° 25' 07" W
125.99
N 1° 25' 07" W
92.23
MAN - MADE LAKE
Existing PIER 4
Existing PIER 5
Existing PIER 6
S 68° 01' 07" W
TUCKAWAY
272.79
N 88° 55' 58" E
110.85
237.37
S 0° 32' 09" E
256.15
855.55
SHORES
DRIVE
LAND
12° 23' 85
Unit 8400
Unit 8404
Unit 8408
Unit 8412
Unit 8416
Unit 8420
Unit 8424
Unit 8428
Unit 8432
Unit 8436
Unit 8440
Car
Exhibit A

PIER 5, TUCKAWAY SHORES CONDOMINIUMS
FRANKLIN, WISCONSIN

8400 South Tuckaway Shores Drive
8402 South Tuckaway Shores Drive
8404 South Tuckaway Shores Drive
8406 South Tuckaway Shores Drive
8408 South Tuckaway Shores Drive
8410 South Tuckaway Shores Drive
8412 South Tuckaway Shores Drive
8414 South Tuckaway Shores Drive
8416 South Tuckaway Shores Drive
8418 South Tuckaway Shores Drive
8420 South Tuckaway Shores Drive

PHASE FIVE SUPPLEMENT AND

AMENDMENT TO DECLARATION OF CONDOMINIUM OF

TUCKAWAY SHORES CONDOMINIUMS

THIS PHASE FIVE SUPPLEMENT AND AMENDMENT, made and entered into this 19th day of November, 1986, by **TUCKAWAY SHORES CONDOMINIUMS, A JOINT VENTURE**, hereinafter referred to as "Declarant".

This Amendment to Declaration is hereby made and executed pursuant to the Declaration of Condominium Ownership for Tuckaway Shores Condominiums and the provisions of the Wisconsin Condominium Ownership Act, Chapter 703, Wisconsin Statutes.

WITNESSETH

The Declaration of Condominium Ownership for Tuckaway Shores Condominium was duly recorded by the Declarant in the Office of Register of Deeds for Milwaukee County, Wisconsin on the 8th day of September, 1982, at Reel 1467, Images 1866 to 1918 inclusive, as Document No. 5562578 and by Corrective Amendments dated September 13, 1982 which was recorded on the 22nd day of September, 1982, at Reel 1470, Images 1383 to 1399 inclusive, as Document No. 5565098, and that Corrective Amendment dated the 20th day of December, 1983, which was recorded on the 21st day of December, 1983 as Document No. 5685660.

Pursuant to the provisions of that Declaration, Article I, Section 1, the Declarant desires to submit and subject additional real estate to that Declaration and to the Condominium Ownership

Act, which real estate is a portion of the real estate which was described in Exhibit A attached to the Declaration, and;

The Declarant desires to amend the Declaration and to annex to the plan of condominium ownership, under all the provisions of that Declaration, the real estate hereinafter described which is a portion of the real estate described in Exhibit A attached to the Declaration, and;

The Declarant is the owner of the real estate referred to above and which is hereinafter described, and for the purposes set forth above, **DECLARES AS FOLLOWS:**

ARTICLE I

LEGAL DESCRIPTION OF REAL ESTATE

The real estate which is annexed to the plan of condominium ownership, under all of the provisions of the Declaration of Condominium Ownership for Tuckaway Shores Condominiums, and which is hereby subjected to the provisions of the Condominium Ownership Act, Chapter 703, Wisconsin Statutes, as provided in said Declaration, is legally described as follows:

> All that part of Lot 6, TUCKAWAY SHORES CONDOMINIUMS ADDITION NO. 3, being a part of the Northeast 1/4 of the Southeast 1/4 of Section 16, Town 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin, bounded and described as follows: Beginning at the Southwest corner of said Lot 6, thence North 88 degrees 33' 24" East along the North line of Tuckaway Shores Drive, 252.61 feet; thence Northeasterly along said North line, 54.98 feet along the arc of a curve whose center is to the Northwest, whose radius is 70.00 feet, and whose chord bears North 66 degrees 03' 24" East, 53.58 feet; thence North 43 degrees 33' 24" East, along said North line, 129.26 feet; thence Northeasterly along said North line 102.10 feet along the arc of a curve whose center is to the

Southeast, whose radius is 130.00 feet, and whose chord bears North 66 degrees 03' 24" East, 99.50 feet; thence North 88 degrees 33' 24" East along said North line, 61.01 feet; thence North 25 degrees 28' 20" West, 101.75 feet; thence South 88 degrees 33' 24" West, 504.97 feet to a point on the West line of said Lot 6; thence South 1 degree 26' 36" East, along said West line, 243.01 feet to the place of beginning.

ARTICLE II

RESIDENTIAL BUILDINGS IN PHASE FIVE

The residential buildings constructed on the above-described real estate in this Phase Five Supplement and Amendment are two (2) buildings, Pier Eight (8) which has twelve (12) units and Pier (9) which has ten (10) units. These buildings are of generally comparable quality and compatible design to the buildings currently located on the condominium property before this annexation. Complete construction details are contained in the working plans and drawings available for inspection at the office of the Declarant. The building is located as designated on the copy of the Condominium Plat which is attached hereto as Exhibit A, A-1 and A-2. The Declarant reserves the right to change the type of any unit prior to or during construction, regardless of the initial designation of such type on the Exhibits attached hereto. Exhibits B-1, B-2, B-3, and B-4 are for Pier 8 and show the location of each of the units in Pier 8. Exhibits C-1, C-2, C-3, and C-4 are for Pier 9 and show the location of each of the units in Pier 9. The estimated Budget

based upon ninety-five (95) units is attached hereto and marked as Exhibit D.

ARTICLE III

UNITS

SECTION 1. UNIT IDENTIFICATION: Each living unit shall be specifically designated by its unit number. The following Units are contained within Pier 8:

7776 West Tuckaway Shores Drive

7778 West Tuckaway Shores Drive

7780 West Tuckaway Shores Drive

7782 West Tuckaway Shores Drive

7784 West Tuckaway Shores Drive

7786 West Tuckaway Shores Drive

7788 West Tuckaway Shores Drive

7790 West Tuckaway Shores Drive

7792 West Tuckaway Shores Drive

7794 West Tuckaway Shores Drive

7796 West Tuckaway Shores Drive

7798 West Tuckaway Shores Drive

The following Units are contained within Pier 9:

7756 West Tuckaway Shores Drive

7758 West Tuckaway Shores Drive

7760 West Tuckaway Shores Drive

7762 West Tuckaway Shores Drive

7764 West Tuckaway Shores Drive

7766 West Tuckaway Shores Drive

7768 West Tuckaway Shores Drive

7770 West Tuckaway Shores Drive

7772 West Tuckaway Shores Drive

7774 West Tuckaway Shores Drive

SECTION 2. UNIT DESCRIPTION: The boundaries of each living unit in Piers 8 and 9 shall have the same boundaries as described in Section 2, Article II, of the Declaration of Condominium Ownership for Tuckaway Shores Condominiums.

ARTICLE IV

COMMON AND LIMITED COMMON AREAS

The Common and Limited Common areas as described in the Declaration of Condominiums for Tuckaway Shores apply to Piers 8 and 9.

ARTICLE V

ASSESSMENTS

The Board of Directors shall establish the assessments against the owners of living units in Piers 8 and 9 in accordance with the Declaration of Condominium Ownership for Tuckaway Shores Condominiums.

ARTICLE VI

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

SECTION 1. MEMBERSHIP: Membership of unit owners in the Association is controlled by Article V of the Declaration.

SECTION 2. UNIT VALUE FOR VOTING: The interest for each Unit shall be 1/95th and shall serve as the basis in determining the voting interest of each Unit on all matters as more fully set forth in the Declaration.

IN WITNESS WHEREOF, TUCKAWAY SHORES CONDOMINIUMS, A JOINT VENTURE has caused this instrument to be signed this 19th day of Novembver, 1986.

JOHN C. SCHLOSSER

RICHARD J. KAEREK

Subscribed and sworn to before me this 19th day of November, 1986.

Shirley A. Hill, Notary Public
Milwaukee County, State of Wisconsin
My commission expires March 13, 1988.

This document was drafted by:
Richard W. Double
Attorney at Law
700 North Water Street
Milwaukee, Wisconsin 53202

PHASE SIX SUPPLEMENT AND

AMENDMENT TO DECLARATION OF CONDOMINIUM OF

TUCKAWAY SHORES CONDOMINIUMS

THIS PHASE SIX SUPPLEMENT AND AMENDMENT, made and entered into this 29th day of September, 1988, by **TUCKAWAY SHORES CONDOMINIUMS, A JOINT VENTURE**, hereinafter referred to as "Declarant".

This Amendment to Declaration is hereby made and executed pursuant to the Declaration of Condominium Ownership for Tuckaway Shores Condominiums and the provisions of the Wisconsin Condominium Ownership Act, Chapter 703, Wisconsin Statutes.

WITNESSETH

The Declaration of Condominium Ownership for Tuckaway Shores Condominium was duly recorded by the Declarant in the Office of Register of Deeds for Milwaukee County, Wisconsin on the 8th day of September, 1982, at Reel 1467, Images 1866 to 1918 inclusive, as Document No. 5562578 and by Corrective Amendments dated September 13, 1982 which was recorded on the 22nd day of September, 1982, at Reel 1470, Images 1383 to 1399 inclusive, as Document No. 5565098, and that Corrective Amendment dated the 20th day of December, 1983, which was recorded on the 21st day of December, 1983 as Document No. 5685660.

Pursuant to the provisions of that Declaration, Article I, Section 1, the Declarant desires to submit and subject additional real estate to that Declaration and to the Condominium Ownership

Act, which real estate is a portion of the real estate which was described in Exhibit A attached to the Declaration, and;

The Declarant desires to amend the Declaration and to annex to the plan of condominium ownership, under all the provisions of that Declaration, the real estate hereinafter described which is a portion of the real estate described in Exhibit A attached to the Declaration, and;

The Declarant is the owner of the real estate referred to above and which is hereinafter described, and for the purposes set forth above, **DECLARES AS FOLLOWS:**

ARTICLE I

LEGAL DESCRIPTION OF REAL ESTATE

The real estate which is annexed to the plan of condominium ownership, under all of the provisions of the Declaration of Condominium Ownership for Tuckaway Shores Condominiums, and which is hereby subjected to the provisions of the Condominium Ownership Act, Chapter 703, Wisconsin Statutes, as provided in said Declaration, is legally described as follows:

A tract of land in the Northeast 1/4 of the Southeast 1/4 of Section 16, Town 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin, bounded and described as follows:

Commence at the East 1/4 corner of said Section:

Thence South 00 degrees 32 minutes 43 seconds East for a distance of 255.00 feet, ALONG THE EAST LINE OF SAID 1/4 SECTION, TO A POINT, Thence South 89 degrees 27 minutes 17 seconds West for a distance of 60.00 feet, TO THE POINT OF BEGINNING, SAID POINT BEING ON THE WEST

RIGHT OF WAY LINE OF SOUTH 76TH STREET; Thence South 00 degrees 32 minutes 45 seconds East for a distance of 382.02 feet, ALONG SAID WEST LINE, TO A POINT; THENCE South 89 degrees 27 minutes 15 seconds West for a distance of 101.62 feet, TO A POINT; THENCE North 14 degrees 10 minutes 59 seconds West for a distance of 58.48 feet, TO A POINT; THENCE North 77 degrees 50 minutes 21 seconds West for a distance of 252.53 feet, TO A POINT; THENCE North 00 degrees 30 minutes 00 seconds East for a distance of 102.15 feet, TO A POINT; THENCE North 37 degrees 15 minutes 00 seconds East for a distance of 212.00 feet, TO A POINT; THENCE North 89 degrees 27 minutes 17 seconds East for a distance of 229.96 feet, TO THE POINT OF BEGINNING.

Together with and subject to covenants, easements and restrictions of record.

Declarant specifically reserves the right to grant utility easements over this parcel of real estate subsequent to the recordation of this document.

ARTICLE II

RESIDENTIAL BUILDINGS IN PHASE SIX

The residential buildings constructed on the above-described real estate in this Phase Six Supplement and Amendment are five (5) buildings, described as Buildings One (1), Two (2), Three (3), Four (4) and Five (5), each of which has four (4) units. These buildings are of generally comparable quality and their design is compatible to the existing buildings currently located on the condominium property before this annexation. As disclosed in Article II of the Declaration previously recorded, surface parking was provided for the Units constructed prior to this Phase because those Units had only a one car garage. Since

the Units constructed with this Phase have two car garages, surface parking is not provided for owners of these Units. Complete construction details are contained in the working plans and drawings available for inspection at the office of the Declarant. The buildings are located as designated on the copy of the Condominium Plat which is attached hereto as Exhibit A. The Declarant reserves the right to change the type of any unit prior to or during construction, regardless of the initial designation of such type on the Exhibits attached hereto. Exhibits B-1, B-2, B-3, B-4, B-5, B-6 and B-7 are the building plans, subject to revision during construction, for Building 1, Exhibits C-1, C-2, C-3, C-4, C-5 and C-6 are the building plans, subject to revision during construction, for Building 2, Exhibits D-1, D-2, D-3, D-4, D-5 and D-6 are the building plans, subject to revision during construction, for Building 3, Exhibits E-1, E-2, E-3, E-4, E-5 and E-6 are the building plans, subject to revision during construction, for Building 4, Exhibits F-1, F-2, F-3, F-4, F-5 and F-6 are the building plans, subject to revision during construction, for Building 5. The estimated Budget based upon one hunded fifteen (115) units is attached hereto and marked as Exhibit G.

ARTICLE III

UNITS

SECTION 1. UNIT IDENTIFICATION: Each living unit shall be specifically designated by its unit number. The following Units

are contained within the following Buildings:

Building 1:

8311 South 76th Street, 8313 South 76th Street, 8315 South 76th Street, and 8317 South 76th Street,

Building 2:

8319 South 76th Street, 8321 South 76th Street, 8323 South 76th Street, and 8325 South 76th Street.

Building 3:

8327 South 76th Street, 8329 South 76th Street, 8331 South 76th Street, and 8333 South 76th Street.

Building 4:

8335 South 76th Street, 8337 South 76th Street, 8339 South 76th Street, and 8341 South 76th Street.

Building 5:

8343 South 76th Street, 8345 South 76th Street, 8347 South 76th Street, and 8349 South 76th Street.

Each unit shall have a two car attached garage for its owners' use.

SECTION 2. UNIT DESCRIPTION: The boundaries of each living unit in these buildings shall have the same boundaries as described in Section 2, Article II, of the Declaration of Condominium Ownership for Tuckaway Shores Condominiums. Wooden decks on the second floor are constructed such that some of the boards extend from one Unit's deck to the adjacent Unit owner's

deck. In the event any of these commonly shared boards need repair, repainting or restaining, such that it is impossible to perform that work only on one Unit owner's deck, then, and only in that event, shall the cost incurred in performing that work shall be borne equally by the two Unit owners whose Units share the deck repaired. As described i Article II, Section 2 of the Declaration previously recorded, the concrete patios on ground level are included in the description of the Unit in this Phase.

ARTICLE IV

COMMON AND LIMITED COMMON AREAS

The Common and Limited Common areas as described in the Declaration of Condominiums for Tuckaway Shores apply to these buidings.

ARTICLE V

ASSESSMENTS

The Board of Directors shall establish the assessments against the owners of living units in the buildings constructed in this Phase Six in accordance with the Declaration of Condominium Ownership for Tuckaway Shores Condominiums.

ARTICLE VI

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

SECTION 1. MEMBERSHIP: Membership of unit owners in the Association is controlled by Article V of the Declaration.

SECTION 2. UNIT VALUE FOR VOTING: The interest for each Unit shall be 1/115th and shall serve as the basis in determining the voting interest of each Unit on all matters as more fully set forth in the Declaration.

IN WITNESS WHEREOF, TUCKAWAY SHORES CONDOMINIUMS, A JOINT VENTURE has caused this instrument to be signed this 29th day of September, 1988.

JOHN C. SCHLOSSER

LARRY GOAD

Signatures of John C. Schlosser and Larry Goad authenticated this 29th day of September, 1988

Richard W. Double,
Attorney at Law

This document was drafted by and should be returned to:
Richard W. Double
Attorney at Law
700 North Water Street
Milwaukee, Wisconsin 53202

PHASE SEVEN SUPPLEMENT AND

AMENDMENT TO DECLARATION OF CONDOMINIUM OF

TUCKAWAY SHORES CONDOMINIUMS

THIS PHASE SEVEN SUPPLEMENT AND AMENDMENT, made and entered into this 7th day of March, 1989, by **TUCKAWAY SHORES CONDOMINIUMS, A JOINT VENTURE**, hereinafter referred to as "Declarant".

This Amendment to Declaration is hereby made and executed pursuant to the Declaration of Condominium Ownership for Tuckaway Shores Condominiums and the provisions of the Wisconsin Condominium Ownership Act, Chapter 703, Wisconsin Statutes.

WITNESSETH

The Declaration of Condominium Ownership for Tuckaway Shores Condominium was duly recorded by the Declarant in the Office of Register of Deeds for Milwaukee County, Wisconsin on the 8th day of September, 1982, at Reel 1467, Images 1866 to 1918 inclusive, as Document No. 5562578 and by Corrective Amendments dated September 13, 1982 which was recorded on the 22nd day of September, 1982, at Reel 1470, Images 1383 to 1399 inclusive, as Document No. 5565098, and that Corrective Amendment dated the 20th day of December, 1983, which was recorded on the 21st day of December, 1983 as Document No. 5685660.

Pursuant to the provisions of that Declaration, Article I, Section 1, the Declarant desires to submit and subject additional real estate to that Declaration and to the Condominium Ownership

Act, which real estate is a portion of the real estate which was described in Exhibit A attached to the Declaration, and;

The Declarant desires to amend the Declaration and to annex to the plan of condominium ownership, under all the provisions of that Declaration, the real estate hereinafter described which is a portion of the real estate described in Exhibit A attached to the Declaration, and;

The Declarant is the owner of the real estate referred to above and which is hereinafter described, and for the purposes set forth above, **DECLARES AS FOLLOWS:**

ARTICLE I

LEGAL DESCRIPTION OF REAL ESTATE

The real estate which is annexed to the plan of condominium ownership, under all of the provisions of the Declaration of Condominium Ownership for Tuckaway Shores Condominiums, and which is hereby subjected to the provisions of the Condominium Ownership Act, Chapter 703, Wisconsin Statutes, as provided in said Declaration, is legally described as follows:

> A tract of land in the Northeast 1/4 of the Southeast 1/4 of Section 16, Town 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin, bounded and described as follows:
>
> Commence at the East 1/4 corner of said Section; Thence South 00 degrees 32 minutes 43 seconds East for a distance of 255.00 feet, along the East line of said 1/4 Section, to a point; Thence South 89 degrees, 27 minutes seventeen seconds West, for a distance of 60.00 feet, to a point in the West Right-of-Way line of South 76th

Street; Thence South 00 degrees, 32 minutes 45 seconds East, for a distance of 382.02 feet, along said West line, to the point of beginning; Thence South 00 degrees 32 minutes 45 seconds East, for a distance of 369.52 feet, along said West line to a point; Thence North 80 degrees 30 minutes 00 seconds West, for a distance of 209.68 feet, to a point; Thence North 38 degrees 00 minutes 00 seconds West, for a distance of 118.20 feet, to a point; Thence South 52 degrees 00 minutes 00 seconds West, for a distance of 235.14 feet, to a point; Thence South 88 degrees 33 minutes 24 seconds West, for a distance of 229.13 feet, to a point; Thence North 01 degree 26 minutes 36 seconds West, for a distance of 283.18 feet, to a point; Thence North 35 degrees 53 minutes 58 seconds East, for a distance of 43.90 feet, to a point; Thence South 64 degrees 00 minutes 00 seconds East, for a distance of 214.19 feet, to a point; Thence North 46 degrees 20 minutes 00 seconds East, for a distance of 120.00 feet, to a point; Thence North 16 degrees 45 minutes 00 seconds East, for a distance of 100.00 feet, to a point; Thence North 00 degrees 30 minutes 00 seconds East, for a distance of 97.85 feet, to a point; Thence South 77 degrees 50 minutes 21 seconds East, for a distance of 252.53 feet, to a point; Thence South 14 degrees 10 minutes 59 seconds East, for a distance of 58.48 feet, to a point; Thence North 89 degrees 27 minutes 15 seconds East, for a distance of 101.62, to the point of beginning.

Together with and subject to covenants, easements and restrictions of record.

Declarant specifically reserves the right to grant utility easements over this parcel of real estate subsequent to the recordation of this document.

ARTICLE II

RESIDENTIAL BUILDINGS IN PHASE SEVEN

The residential buildings constructed on the above-described real estate in this Phase Seven Supplement and Amendment are nine (9) buildings, described as Buildings Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Elevent (11), Twelve (12), Thirteen (13)

and Fourteen (14). Buildings Six (6) and Twelve (12) each have two (2) units and the other buidings each have four (4) units. These buildings are of generally comparable quality and their design is compatible to the existing buildings currently located on the condominium property before the annexation of Phase Six (6) and these buildings are comparable in both quality and design to those contained in Phase Six (6). As disclosed in Article II of the Declaration previously recorded, surface parking was provided for the Units constructed in the Phases constructed prior to Phase Six, and this Phase, because those Units had only a one car garage. Since the Units constructed with this Phase have two car garages, surface parking is not provided for owners of these Units. Complete construction details are contained in the working plans and drawings available for inspection at the office of the Declarant or Declarant's builder. The buildings are located as designated on the copy of the Condominium Plat which is attached hereto as Exhibit A-1 AND A-2. The Declarant reserves the right to change the type of any unit prior to or during construction, regardless of the initial designation of such type on the Exhibits attached hereto. Exhibits B-1, B-2, B-3, B-4, and B-5 are the building plans, subject to revision during construction, for Building Six (6); Exhibits C-1, C-2, C-3, C-4, C-5 and C-6 are the building plans, subject to revision during construction, for Building Seven (7); Exhibits D-1, D-2, D-3, D-4, D-5 and D-6 are the building plans,

subject to revision during construction, for Building Eight (8); Exhibits E-1, E-2, E-3, E-4, E-5 and E-6 are the building plans, subject to revision during construction, for Building Nine (9); Exhibits F-1, F-2, F-3, F-4, F-5 and F-6 are the building plans, subject to revision during construction, for Building Ten (10); Exhibits G-1, G-2, G-3, G-4, G-5 and G-6 are the building plans, subject to revision during construction, for Building Eleven (11); Exhibits H-1, H-2, H-3, H-4, and H-5 are the building plans, subject to revision during construction, for Building Twelve (12); Exhibits I-1, I-2, I-3, I-4, I-5 and I-6 are the building plans, subject to revision during construction, for Building Thirteen (13); Exhibits J-1, J-2, J-3, J-4, J-5 and J-6 are the building plans, subject to revision during construction, for Building Fourteen (14).

The estimated Budget based upon one hunded fourty-seven (147) units is attached hereto and marked as Exhibit K.

ARTICLE III

UNITS

SECTION 1. UNIT IDENTIFICATION: Each living unit shall be specifically designated by its unit number. The following Units are contained within the following Buildings:

Building 6:	8351 South 76th Street
	8353 South 76th Street
Building 7:	8355 South 76th Street
	8357 South 76th Street
	8359 South 76th Street
	8361 South 76th Street

Building 8:	8363 South 76th Street
	8365 South 76th Street
	8367 South 76th Street
	8369 South 76th Street
Building 9:	8401 South 76th Street
	8403 South 76th Street
	8405 South 76th Street
	8407 South 76th Street
Building 10:	8409 South 76th Street
	8411 South 76th Street
	8413 South 76th Street
	8415 South 76th Street
Building 11:	8417 South 76th Street
	8419 South 76th Street
	8421 South 76th Street
	8423 South 76th Street
Building 12:	8425 South 76th Street
	8427 South 76th Street
Building 13:	8429 South 76th Street
	8431 South 76th Street
	8433 South 76th Street
	8435 South 76th Street
Building 14:	8453 South 76th Street
	8455 South 76th Street
	8457 South 76th Street
	8459 South 76th Street

Each unit shall have a two car attached garage for its owners' use.

SECTION 2. UNIT DESCRIPTION: The boundaries of each living unit in these buildings shall have the same boundaries as described in Section 2, Article II, of the Declaration of Condominium Ownership for Tuckaway Shores Condominiums. Wooden decks on the second floor are constructed such that some of the

boards extend from one Unit's deck to the adjacent Unit owner's deck. In the event any of these commonly shared boards need repair, repainting or restaining, such that it is impossible to perform that work only on one Unit owner's deck, then, and only in that event, shall the cost incurred in performing that work shall be borne equally by the two Unit owners whose Units share the deck repaired. As described in Article II, Section 2 of the Declaration previously recorded, the concrete patios on ground level are included in the description of the Unit in this Phase.

ARTICLE IV

COMMON AND LIMITED COMMON AREAS

The Common and Limited Common areas as described in the Declaration of Condominiums for Tuckaway Shores apply to these buidings.

ARTICLE V

ASSESSMENTS

The Board of Directors shall establish the assessments against the owners of living units in the buildings constructed in this Phase Seven in accordance with the Declaration of Condominium Ownership for Tuckaway Shores Condominiums.

ARTICLE VI

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

SECTION 1. MEMBERSHIP: Membership of unit owners in the Association is controlled by Article V of the Declaration.

SECTION 2. UNIT VALUE FOR VOTING: The interest for each Unit shall be 1/147th and shall serve as the basis in determining the voting interest of each Unit on all matters as more fully set forth in the Declaration.

ARTICLE VII

OTHER AMENDMENTS

Pursuant to proper notice, a meeting of the Tuckaway Shores Homeowners' Association was held on the 9th day of August, 1988 at which time vote was taken to adopt a certain amendment to the the By-Laws of Tuckaway Shores. The following amendment was adopted at that time:

Article III, Section 1 of the By-Laws of Tuckaway Shores Homeowners' Association, Inc., was amended so that it shall read as follows:

Section 1. **ANNUAL MEETINGS.** The first annual meeting of the members shall be held within one (1) year from the date of recording the Declaration, and subsequent annual meetings of members shall be held during the 2nd week of the month of October each year thereafter. Said day shall be chosen by the Board of Directors. The purpose of each annual meeting of the members shall be for the election of Directors and the transaction of such other business as may be properly brought before the meeting.

Pursuant to proper notice, a meeting of the Tuckaway Shores Homeowners' Association was held on the 11th day of October, 1988, at which time vote was taken to adopt a certain amendments to the Declaration of Condominium Ownership for Tuckaway Shores Condominiums and to the By-Laws of Tuckaway Shores. The

following amendments were adopted at that time:

AMENDMENTS TO THE DECLARATION OF CONDOMINIUMS:

Article VII, Section 9 of the Declaration was amended so that it shall read as follows:

Section 9. **DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS:** The annual assessments provided for hearein shall commence as to all units on the first day of the month following the conveyance of the first unit by the Declarant. The first annual assessment shall be adjusted according to the number of months then remaining in that calendar year. The Board of Directors shall fix the amount of the annual assessments against each unit at least fifteen (15) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors. The association shall, upon demand, and for reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified unit have been paid, as set forth in Section 5 above.

Article VII, Section 11 of the Declaration was amended so that it shall read as follows:

Section 11. **EFFECT OF NONPAYMENT OF ASSESSMENTS. ASSOCIATION REMEDIES:** Any assessment not paid within fifteen (15) days after the due date, shall be controlled by the By-Laws, Article X.

No Unit owner who is more than thirty (30) days delinquent in the payment of his assessment shall be entitled to vote at any regular or special meeting of the unit owners.

AMENDMENTS TO THE BY-LAWS OF TUCKAWAY SHORES:

Article VI, Section 2(c)(1) and (2) and 2(d) of the By-Laws were amended so that they shall read as follows:

c. As provided in the Declaration:

1. Set the amount of annual assessment against each

unit at least fifteen (15) days in advance of each annual assessment;

2. To send written notice of each assessment to every unit owner subject thereto at least ten (10) days in advance of each annual assessment;

d. To issue upon demand, a certificate setting forth whether or not any assessments are outstanding against any unit. A reasonable charge may be made by the Board of Directors through the designated agent for the issuance of this certificate, which charge shall never be less than Twenty-five Dollars ($25.00) per letter.

Article X of the By-Laws is amended so that it shall read as follows:

ASSESSMENTS

As more fully described in the Declaration, each member is obligated to pay to the Association, annual and special assessments which are secured by a continuing lien upon the property upon which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within fifteen (15) days after the due date, the assessment shall bear liquidated damage assessments from the date of delinquency as may be set by the Board of Directors, and the Board of Directors may bring such action against an owner as they deem necessary or as may be required to collect same, including foreclosing a lien against such a property, plus costs and reasonable attorney's fees for any such action commenced, which fees shall also constitute a lien against the property. No ower may waive or otherwise escape the liability for these assessments except as provided in Article VII of the Declaration.

All payments on account, shall be first applied to the liquidated damage assessment, if any, and then to the assessment payment first due. No unit owner who is more than thirty (30) days delinquent in the payment of his assessment shall be entitled to vote at any regular or special meeting of the unit owners.

All monthly assessments are due the 1st day of each month becoming delinquent if not deposited at the bank by the 15th day. Liquidated damage assessments in the amount of $10.00, or as may be designated by the Board, will be applied on the 16th day. All payments on account less than full payment, including the liquidated damage assessment,

will necessitate another penalty.

IN WITNESS WHEREOF, TUCKAWAY SHORES CONDOMINIUMS, A JOINT VENTURE has caused this instrument to be signed this 7th day of March, 1989.

THOMAS R. PERZ

LARRY GOAD

Signatures of Thomas R. Perz
and Larry Goad authenticated
this 7th day of March, 1989.

Richard W. Double,
Attorney at Law

This document was drafted by and
should be returned to:
Richard W. Double
Attorney at Law
700 North Water Street
Milwaukee, Wisconsin 53202

PHASE EIGHT SUPPLEMENT AND

AMENDMENT TO DECLARATION OF CONDOMINIUM OF

TUCKAWAY SHORES CONDOMINIUMS

THIS PHASE EIGHT SUPPLEMENT AND AMENDMENT, made and entered into this 2nd day of October, 1989, by **TUCKAWAY SHORES CONDOMINIUMS, A JOINT VENTURE**, hereinafter referred to as "Declarant".

This Amendment to Declaration is hereby made and executed pursuant to the Declaration of Condominium Ownership for Tuckaway Shores Condominiums and the provisions of the Wisconsin Condominium Ownership Act, Chapter 703, Wisconsin Statutes.

WITNESSETH

The Declaration of Condominium Ownership for Tuckaway Shores Condominium was duly recorded by the Declarant in the Office of Register of Deeds for Milwaukee County, Wisconsin on the 8th day of September, 1982, at Reel 1467, Images 1866 to 1918 inclusive, as Document No. 5562578 and by Corrective Amendments dated September 13, 1982 which was recorded on the 22nd day of September, 1982, at Reel 1470, Images 1383 to 1399 inclusive, as Document No. 5565098, and that Corrective Amendment dated the 20th day of December, 1983, which was recorded on the 21st day of December, 1983 as Document No. 5685660.

Pursuant to the provisions of that Declaration, Article I, Section 1, the Declarant desires to submit and subject additional real estate to that Declaration and to the Condominium Ownership

Act, which real estate is a portion of the real estate which was described in Exhibit A attached to the Declaration, and;

The Declarant desires to amend the Declaration and to annex to the plan of condominium ownership, under all the provisions of that Declaration, the real estate hereinafter described which is a portion of the real estate described in Exhibit A attached to the Declaration, and;

The Declarant is the owner of the real estate referred to above and which is hereinafter described, and for the purposes set forth above, **DECLARES AS FOLLOWS:**

ARTICLE I

LEGAL DESCRIPTION OF REAL ESTATE

The real estate which is annexed to the plan of condominium ownership, under all of the provisions of the Declaration of Condominium Ownership for Tuckaway Shores Condominiums, and which is hereby subjected to the provisions of the Condominium Ownership Act, Chapter 703, Wisconsin Statutes, as provided in said Declaration, is legally described as follows:

> A tract of land in the Northeast 1/4 of the Southeast 1/4 of Section 16, Town 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin, bounded and described as follows:
>
> Commence at the East 1/4 corner of said Section; Thence South 00 degrees 32 minutes 45 seconds East for a distance of 1006.54 feet, along the East line of said 1/4 Section, to a point; Thence South 89 degrees 27 minutes 17 seconds West for a distance of 60.00 feet, to a point in the West line of South 76th Street, C.T.U.

"U" and the point of beginning; Thence South 00 degrees 32 minutes 45 seconds East for a distance of 98.25 feet, along said West line, to a point; Thence South 88 degrees 33 minutes 24 seconds West for a distance of 146.34 feet, along the north line of Tuckaway Shores Drive, to a point; Thence North 25 degrees 28 minutes 20 seconds West for a distance of 101.75 feet, to a point; Thence South 88 degrees 33 minutes 24 seconds West for a distance of 275.84 feet, to a point; Thence North 52 degrees 00 minutes 00 seconds East for a distance of 235.14 feet, to a point; Thence South 38 degrees 00 minutes 00 seconds East for a distance of 118.20 feet, to a point; Thence South 80 degrees 30 minutes 00 seconds East for a distance of 209.68 feet, to the point of beginning.

Together with and subject to covenants, easements and restrictions of record.

Declarant specifically reserves the right to grant utility easements over this parcel of real estate subsequent to the recordation of this document.

ARTICLE II

RESIDENTIAL BUILDINGS IN PHASE EIGHT

The residential buildings constructed on the above-described real estate in this Phase Eight Supplement and Amendment are two (2) buildings, described as Buildings Fifteen (15) and Sixteen (16). Each building has four units. These buildings are of generally comparable quality and their design is compatible to the existing buildings currently located on the condominium property known as Phase Six (6) and Phase Seven (7). As disclosed in Article II of the Declaration previously recorded, surface parking was provided for the Units constructed in the Phases constructed prior to Phase Six, and this Phase, because

those Units had only a one car garage. Since the Units constructed with this Phase have two car garages, surface parking is not provided for owners of these Units. Complete construction details are contained in the working plans and drawings available for inspection at the office of the Declarant or Declarant's builder. The buildings are located as designated on the copy of the Condominium Plat which is attached hereto as Exhibit A. The Declarant reserves the right to change the type of any unit prior to or during construction, regardless of the initial designation of such type on the Exhibits attached hereto. Exhibits B-1, B-2, B-3, B-4, B-5 and B-6 are the building plans, subject to revision during construction, for Building Fifteen (15); Exhibits C-1, C-2, C-3, C-4, C-5 and C-6 are the building plans, subject to revision during construction, for Building Sixteen (16); The estimated Budget based upon one hunded fifty-five (155) units is attached hereto and marked as Exhibit D.

ARTICLE III

UNITS

SECTION 1. UNIT IDENTIFICATION: Each living unit shall be specifically designated by its unit number. The following Units are contained within the following Buildings:

Building 15:	8451 South 76th Street
	8449 South 76th Street
	8447 South 76th Street
	8445 South 76th Street
Building 16:	8443 South 76th Street
	8441 South 76th Street
	8439 South 76th Street
	8437 South 76th Street

Each unit shall have a two car attached garage for its owners' use.

SECTION 2. UNIT DESCRIPTION: The boundaries of each living unit in these buildings shall have the same boundaries as described in Section 2, Article II, of the Declaration of Condominium Ownership for Tuckaway Shores Condominiums. Wooden decks on the second floor are constructed such that some of the boards extend from one Unit's deck to the adjacent Unit owner's deck. In the event any of these commonly shared boards need repair, repainting or restaining, such that it is impossible to perform that work only on one Unit owner's deck, then, and only in that event, shall the cost incurred in performing that work shall be borne equally by the two Unit owners whose Units share the deck repaired. As described in Article II, Section 2 of the Declaration previously recorded, the concrete patios on ground level are included in the description of the Unit in this Phase.

ARTICLE IV

COMMON AND LIMITED COMMON AREAS

The Common and Limited Common areas as described in the Declaration of Condominiums for Tuckaway Shores apply to these buidings.

ARTICLE V

ASSESSMENTS

The Board of Directors shall establish the assessments against the owners of living units in the buildings constructed in this Phase Eight in accordance with the Declaration of Condominium Ownership for Tuckaway Shores Condominiums.

ARTICLE VI

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

SECTION 1. MEMBERSHIP: Membership of unit owners in the Association is controlled by Article V of the Declaration.

SECTION 2. UNIT VALUE FOR VOTING: The interest for each Unit shall be 1/155th and shall serve as the basis in determining the voting interest of each Unit on all matters as more fully set forth in the Declaration.

IN WITNESS WHEREOF, TUCKAWAY SHORES CONDOMINIUMS, A JOINT VENTURE has caused this instrument to be signed this 2nd day of October, 1989.

JOHN C. SCHLOSSER

LARRY GOAD

Signatures of John C. Schlosser and Larry Goad authenticated this 2nd day of October, 1989.

Richard W. Double,
Attorney at Law

This document was drafted by and should be returned to:
Richard W. Double
Attorney at Law
700 North Water Street
Milwaukee, Wisconsin 53202

Phase Eight Supplement and Amendment to Declaration of Condominiums of Tuckaway Shores Condominiums was recorded by the Declarant in the Office of Register of Deeds for Milwaukee County, Wisconsin, on the 4th day of October, 1989 as Document Nos. 6317528 and 6317529.

ARTICLES OF INCORPORATION
OF
TUCKAWAY SHORES HOMEOWNERS' ASSOCIATION, INC.

TABLE OF CONTENTS

Article I	Name of corporation	73
Article II	Period of existence	73
Article III	Purpose of the corporation	73
Article IV	Location of principal corporation	74
Article V	Registered agent	74
Article VI	Registered agent's address	75
Article VII	Number of Directors	75
Article VIII	Number of initial Board of Directors	75
Article IX	Names and addresses of initial Directors	75
Article X	Membership	76
Article XI	Voting rights	76
Article XII	Amendment or dissolution	77
Article XIII	Name and address of Incorporator	77

ARTICLES OF INCORPORATION

OF

TUCKAWAY SHORES HOMEOWNERS' ASSOCIATION, INC.

Executed by the undersigned for the purpose of forming a Wisconsin Corporation, under Chapter 181 of the Wisconsin Statutes, WITHOUT STOCK AND NOT FOR PROFIT.

ARTICLE I

The name of the Association is TUCKAWAY SHORES HOMEOWNERS' ASSOCIATION, INC..

ARTICLE II

The period of existence shall be perpetual.

ARTICLE III

The purposes of this Corporation shall be as follows:

a. To provide for maintenance, preservation and architectural control of the common areas within tracts of real estate, which may include all the real estate more particularly set forth in the Declaration.

b. To promote the health, safety, and welfare of the residents within said real estate.

c. To set, charge, collect and enforce payment, by any lawful means, of all charges or assessments pursuant to the terms of the Declarations, and to pay all expenses in connection therewith, including all office and other expenses incident to the conducting of business by the Association.

d. To acquire, own, hold, improve, build upon, operate,

maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association.

e. To exercise and perform all of the powers, duties and obligations of this Association as set forth in said Declaration which is to be recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin.

f. To borrow money, with the approval of seventy-five percent (75%) of the voting members, and to mortgage, pledge, deed and trust, or otherwise hypothicate, all of its real or personal property as security for such money borrowed.

g. To dedicate, sell, or transfer all or any part of the common areas to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the general members.

h. To participate in mergers and consolidations with other non-profit corporations organized for the same purposes as set forth herein providing that the general members shall have approved such acts.

i. To have and to exercise any and all powers, rights and privileges a Wisconsin Corporation organized under Chapter 181, of the Wisconsin Statutes, may now have or hereinafter acquire.

ARTICLE IV

The location of the principle office is 2719 South 60th Street, Milwaukee, Wisconsin 53219.

ARTICLE V

The name of the initial Registered Agent is Richard W. Double.

ARTICLE VI

The address of the initial Registered Agent is Suite 640, 700 North Water Street, Milwaukee, Wisconsin 53202.

ARTICLE VII

The number of Directors may be fixed by the By-Laws but shall not be less than three (3).

ARTICLE VIII

The number of Directors constituting the initial Board shall be three (3) who need not be members of the Association.

ARTICLE IX

The names and addresses of the initial directors:

1. Richard J. Kaerek
   2719 South 60th Street
   West Allis, Wisconsin 53219

2. John Sarich
   2719 South 60th Street
   West Allis, Wisconsin 53219

3. Richard W. Double
   700 North Water Street
   Suite 640
   Milwaukee, Wisconsin 53202

ARTICLE X

MEMBERSHIP: The Declarant, and every person or entity who is a record owner of a fee or undivided fee interest in any unit which is subject to assessment by the Association is a member. The foregoing is not intended to include persons or entities who hold an interest merely as a security for the performance of an obligation; however, members' voting rights may be assigned to mortgagees as further security for a loan secured by the assignor's unit. Membership shall be appurtenant to and may not be separated from ownership of any units which are subject to assessments by the Association. Every member shall be given a certificate showing his membership in the homeowners' association.

ARTICLE XI

VOTING RIGHTS: The Association shall have two classes of voting membership:

a. CLASS A. Class A members shall be all owners of units with the exception of the Declarant and shall be entitled to one vote for each unit owned. When more than one person owns a unit, all such persons shall be members. The vote for such unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any unit. There can be no split vote per unit. Prior to the start of any meeting at which a vote is to be taken, each co-owner shall file the name of the voting co-owner with the Secretary of the Association in order to be entitled to a vote at such meeting, unless such co-owners have filed a general voting authority with the Secretary applicable to all votes until rescinded.

b. CLASS B. The Class B shall be the Declarant who shall be entitled to one vote for each unit owned; provided, however, that notwithstanding the foregoing provisions for voting, the

Declarant shall have at least eighty-nine (89) votes until all units are sold; provided, further, that Declarant's control shall cease seven (7) years after the first unit is conveyed to a purchaser, other than the Declarant, or thirty (30) days after the conveyance of seventy-five percent (75%) of the units, whichever time is earlier.

ARTICLE XII

AMENDMENT OR DISSOLUTION: These Articles may be amended or dissolved in the manner authorized by law at the time of amendment.

ARTICLE XIII

The name and address of the incorporator is Richard J. Kaerek, 2719 South 60th Street, Milwaukee, Wisconsin 53219.

EXECUTED IN DUPLICATE this 1st day of September, 1982.

RICHARD J. KAEREK

STATE OF WISCONSIN)
) SS.
MILWAUKEE COUNTY)

Personally came before me, this 1st day of September, 1982, the above named RICHARD J. KAEREK, to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____

Richard W. Double
Notary Public, Milwaukee County
State of Wisconsin
My commission is permanent.

THIS DOCUMENT WAS DRAFTED BY:

Richard W. Double
Double & Double
700 North Water Street
Milwaukee, Wisconsin 53202