DISCLOSURE MATERIALS

for

AUTUMN RIDGE CONDOMINIUMS
GERMANTOWN, WISCONSIN

Declarant:

Bielinski Development, Inc.

1240 South Grand Avenue

Waukesha, Wisconsin 53186

Declarant's Agent:

Harry Bielinski

1240 South Grand Avenue

Waukesha, Wisconsin 53186

NOTICE

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

THESE DISCLOSURE MATERIALS GIVEN TO YOU AS REQUIRED BY LAW MAY BE RELIED UPON AS CORRECT AND BINDING. ORAL STATEMENTS MAY NOT BE LEGALLY BINDING.

YOU MAY AT ANY TIME WITHIN 5 BUSINESS DAYS FOLLOWING RECEIPT OF THESE DOCUMENTS, OR FOLLOWING NOTICE OF ANY MATERIAL CHANGES IN THESE DOCUMENTS, CANCEL IN WRITING THE CONTRACT OF SALE AND RECEIVE A FULL REFUND OF ANY DEPOSITS MADE.

Autumn Ridge Condominium Association

2012 Budget - DRAFT

	BUDGET ITEM	2010 Budget	2010 Actual	2011 Budget	2011 YTD Actual (6/30/11)	2011 Projected (12/31/11)	2012 Budget
	INCOME						
4500-0000	Association Dues	$ 110,880.00	$ 111,245.00	$ 117,600.00	$ 58,430.00	$ 116,860.00	$ 117,600.00
5050-0000	Late Fee	$ -	$ 275.00	$ -	$ 15.00	$ 15.00	
5055-0000	Returned Check Fee	$ -	$ -	$ -	$ -	$ -	
5290-0000	Special Assessment	$ 2,912.00	$ 6,276.00	$ -	$ -	$ -	
5755-0000	Interest on Bank Accounts	$ 3,500.00	$ 2,742.62	$ 1,918.00	$ 481.91	$ 963.82	
5760-0000	Miscellaneous Income	$ -	$ -	$ -	$ -	$ -	
	Prepaid Expense	$ -	$ -	$ -	$ -	$ -	
	TOTAL	$ 117,292.00	$ 120,538.62	$ 119,518.00	$ 58,926.91	$ 117,838.82	$ 117,600.00
	EXPENSES						
6310-0000	Electric Common Area	$ 420.00	$ 416.32	$ 430.00	$ 240.73	$ 481.46	$ 500.00
6340-0000	Water & Sewer	$ 1,800.00	$ 2,089.22	$ 2,400.00	$ 920.88	$ 1,841.76	$ 2,200.00
6420-0122	Asphalt Seal / Coating	$ -	$ -	$ -	$ -	$ -	$ -
6420-0660	Maintenance - General	$ 2,000.00	$ 2,036.63	$ 750.00	$ 444.13	$ 888.26	$ 1,500.00
6420-0840	Refuse Removal	$ 7,000.00	$ 7,354.85	$ 7,470.00	$ 3,857.14	$ 7,714.28	$ 8,100.00
6460-0050	Landscaping Improvements	$ 3,000.00	$ 3,055.62	$ 500.00	$ 6,027.65	$ 6,027.65	$ 500.00
6460-0300	Landscaping Contract	$ -	$ -	$ -	$ -	$ -	$ -
6460-0600	Lawn / Snow Combined Contract	$ 61,925.00	$ 65,339.83	$ 59,480.00	$ 35,679.51	$ 61,000.00	$ 60,720.62
6460-0800	Bad Debt Expense		$ -			$ -	
	Snow Overage			$ -	$ -	$ -	$ 6,000.00
6460-0800	Pond Maintenance & Supplies	$ 3,360.00	$ 2,042.59	$ 1,400.00	$ 142.94	$ 1,400.00	$ 1,860.00
6460-0900	Tree Maintenance	$ -	$ -	$ -	$ -	$ -	$ -
6520-0100	Accounting Services	$ 175.00	$ 175.00	$ 175.00	$ 175.00	$ 350.00	$ 175.00
6520-0220	Banking Fees	$ -	$ -	$ -	$ -	$ -	$ -
6520-0290	Contingency	$ -	$ -	$ -	$ -	$ -	$ -
6520-0480	Reimbursable Legal Fees		$ -			$ -	
6520-0470	Reconciliation Discrepancies	$ -	$ -	$ -	$ -	$ -	$ -
6520-0540	Income Tax	$ 1,000.00	$ 502.00	$ 550.00	$ 354.00	$ 708.00	$ 750.00
6520-0560	Legal Counsel Fees	$ -	$ -			$ -	
6520-0580	Licenses, Fees & Permits	$ 10.00	$ 10.00	$ 10.00	$ 10.00	$ 10.00	$ 10.00
6520-0620	Meetings	$ -	$ 187.50	$ -	$ -	$ -	$ -
6520-0640	Misc.Expenses	$ -	$ -	$ -	$ -	$ -	$ -
6520-0680	Office Services	$ 1,000.00	$ 626.69	$ 500.00	$ 124.95	$ 249.90	$ -
6530-0100	Management Fee	$ 10,200.00	$ 10,225.00	$ 10,500.00	$ 5,250.00	$ 10,500.00	$ 4,800.00
6610-0000	Property Insurance	$ 6,600.00	$ 8,633.25	$ 8,673.00	$ 4,389.06	$ 8,778.12	$ 8,884.32
	TOTAL OPERATING EXPENSES	$ 98,490.00	$ 102,694.50	$ 92,838.00	$ 57,615.99	$ 99,949.43	$ 95,999.94
8500-0100	Reserve 1 Payable	$ 13,807.00	$ 15,206.96	$ 9,954.00	$ 4,150.00	$ 9,954.00	$ 17,600.06
8500-0100	Reserve 2 Payable - Pond	$ -	$ -	$ 1,860.00	$ 930.00	$ 1,860.00	$ -
	CAPITAL IMPROVEMENTS						
8100-0200	Asphalt Paving	$ 2,995.00	$ 2,995.00	$ -	$ -	$ -	$ 4,000.00
8100-0500	Cement & Walk Replacement	$ 2,000.00	$ 5,779.28	$ -	$ -	$ -	
8100-0730	Contingency	$ -	$ -	$ -	$ -	$ -	
8100-1600	Landscape / Retaining Walls / Planters	$ -	$ 2,250.00	$ -	$ -	$ -	
8100-1750	Lighting	$ -	$ -	$ -	$ -	$ -	
8100-1885	Mulch	$ -	$ -	$ 14,866.00	$ -	$ -	
	TOTAL EXPENSES	$ 117,292.00	$ 128,925.74	$ 119,518.00	$ 62,695.99	$ 111,763.43	$ 117,600.00
	NET INCOME	$ -	$ (8,387.12)	$ -	$ (3,769.08)	$ 6,075.39	$ -

ondominiums are classified as non-profit entities. Please be advised that all proposed budgets must balance Net Income to zei

INDEX

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

1. DECLARATION. The Declaration establishes and describes the condominium, the Units and the common areas. The Declaration begins on page one (1).

2. FLOOR PLAN AND MAP. The Declarant has provided a floor plan of the Unit being offered for sale and a map of the condominium which shows the location of the Unit you are considering and all facilities and common areas which are part of the condominium. The legal descriptions for declared and expansion property, survey map, building unit identification, and floor plans begin on page twenty-two (22).

3. EXPANSION PLANS. The Declarant has reserved the right to expand the condominium in the future. A description of the plans for expansion and its effects on Unit owners begins on page twenty-five (25).

4. BY-LAWS. The By-Laws contain rules which govern the condominium and effect the rights and responsibilities of Unit owners. The By-Laws begin on page twenty-six (26),

5. ARTICLES OF INCORPORATION. The operation of a condominium is governed by the Association, of which each Unit owner is a member. Powers, duties, and operation of an Association are specified in its Articles of Incorporation. The Articles of Incorporation begin on page thirty-nine (39).

6. ANNUAL OPERATING BUDGET. The Association incurs expenses for the operation of the condominium which are assessed to the Unit owners. The operating budget is an estimate of those charges which are in addition to mortgage and utility payments. The budget begins on page forty-four (44).

7. MANAGEMENT OR EMPLOYMENT CONTRACTS. Certain services are provided to the condominium through contracts with individuals or private firms. There are presently no such contracts.

8. SIGNIFICANT REGULATIONS. Certain regulations governing pets and the payment of assessments have been adopted by the Association. Copies of such regulations are attached and begin on page forty-five (45).

9. DEVELOPER'S AGREEMENT. The Declarant has entered into a Developer's Agreement with the Village of Germantown. A copy of the Developer's Agreement is attached and begins on page fifty (50).

ARTICLE I.

DIVISION OF CONDOMINIUM INTO SEPARATE FREEHOLD ESTATES

Declarant divides the Condominium into the following separate freehold estates:

1. Six (6) separate freehold estates (collectively called the "Units" and individually called a "Unit"), consisting of the space or area of a Building contained within the boundaries of each such Unit as follows:

a. The vertical boundaries shall be the interior undecorated surfaces of the perimeter walls of the Unit on each floor or floors of the Unit.

b. The horizontal boundaries shall be: (i) lower boundary - the plane or planes of the upper surface of the base level floor or floors; and (ii) upper boundary - the plane or planes of the interior undecorated ceilings.

c. All windows, window frames, doors, including all glass and locks in windows and doors, shall be considered a part of the Unit.

d. Each garage shown on Exhibit D shall be a part of the Unit to which it has immediate access as shown on Exhibit D.

2. A freehold estate in the "Common Elements" of the Condominium as hereinafter described.

3. The Expansion Real Estate described on Exhibit E shall have a non-exclusive easement of ingress and egress across the private drive known as Knollcrest Circle as shown on the site map and survey appended hereto as Exhibit B.

ARTICLE II.

DESCRIPTION AND LOCATION OF THE BUILDING AND UNITS

The Buildings and other improvements are shown on the site map and survey appended hereto as Exhibit B.

The respective addresses of the Units are described on Exhibit C appended hereto.

The Units, their respective designations and locations within the Buildings and the Common Elements to which the Units have access are shown on the Floor plans of the Condominium appended hereto as Exhibit D.

Each Unit shall be separately metered for utilities, including sewer and water. Private road maintenance, trash and snow management, general landscaping and maintenance shall be common expenses of the Condominium. Each Building shall have one metered faucet for use by the Association for watering of Common Elements.

ARTICLE III.

DESCRIPTION OF COMMON ELEMENTS AND GENERAL COMMON ELEMENTS

The Common Elements shall consist of all of the Condominium improvements, areas, fixtures, equipment and facilities except the individual Units. The Common Elements are divided into different types, known as the General Common Elements and the Limited Common Elements. The General Common Elements shall consist of all of the Common Elements, except the Limited Common Elements as described below.

ARTICLE IV.

DESCRIPTION OF LIMITED COMMON ELEMENTS

The Limited Common Elements are reserved for the exclusive use of the owner or occupant of the Unit to which they are appurtenant. The Limited Common Elements consist of the outside deck, patio or porches, if any, immediately adjacent and appurtenant to each Unit to which it has access by a door from the Unit and the driveway immediately adjacent and appurtenant to the garage door to each Unit.

ARTICLE V.

PERCENTAGE OF OWNERSHIP IN COMMON ELEMENTS

1. Ownership. The ownership of each Unit shall include a 1/6th undivided interest in the Common Elements.

2. Sharing of Expenses and Surpluses. The common surpluses and expenses of the Condominium relating to Common Elements shall be shared among the owners of all Units according to the percentage of their undivided interest in the Common Elements, as expressed above or as the same may be amended pursuant to Article XIII hereof.

3. Use of Surpluses. All common surpluses of the Condominium for each fiscal year of the Association shall be credited to the reserves or replacement funds for common expenses of the Condominium for the next succeeding fiscal year or years in accordance with the percentage of undivided interest of each Unit owner in the Common Elements as aforesaid.

conditions as the Board of Directors may deem advisable. Such easements may include easements for walkways, jogging trails or bikepaths which are available for use by residents of adjacent lands owned or controlled by Declarant on the date hereof.

ARTICLE VII.

MAINTENANCE, ALTERATION AND IMPROVEMENT OF CONDOMINIUM

1. Unit Owner's Responsibilities. The owner of each Unit shall: (a) maintain in good condition and repair and replace all of the components or installations within or used by the Unit, including but not limited to, all utility lines and installations, the heating and air conditioning systems for the Unit, fixtures, appliances, water heater, equipment, interior walls, partitions, flooring, ceilings, windows, window frames and doors, including all glass and locks in windows and doors; (b) paint and decorate the interior of the perimeter walls and all walls and surface areas within the Unit; (c) keep the patio, deck or porch appurtenant to the Unit in a clean and neat condition; (d) keep and maintain in good and orderly condition its Limited Common Elements; and (e) repair and replace any portion of the Common Elements damaged through the fault or negligence of such owner or such owner's family, guests or invitees or any other occupants of the Unit. Notwithstanding the above, repairs to Common Elements shall be effected by the Association but paid for by the Unit owner if within this section.

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

3. Structural Changes by Owners. An owner of a Unit shall make no changes within such Unit which will affect the structural soundness of a Building of which it is a part and shall promptly report to the Association any need for repairs, the responsibility for which is that of the Association.

4. Decorations; Signs; Patios Decks and Porches. No Unit owner shall decorate or alter the Common Elements without the consent of the Board of Directors. No owner of a Unit, except the Declarant, may erect, post or display posters, signs or advertising material on the Condominium Property, except that a Unit owner may place in the window of a Unit a temporary sign relating to the open house of a Unit for sale or lease not exceeding 18" x 24." No awnings or enclosures shall be installed on patios, decks or porches without the consent of the Board of Directors. Fixed grills shall be allowed on patios on such terms and conditions as approved by the Association and all other grills must be covered. Patios, decks and porches shall not be used for storage, including the storage of motorcycles, baby carriages, bicycles, wagons, etc. or for airing or drying of laundry, carpet, rugs or clothing. Vehicles may be parked on streets within the Condominium if and only as permitted by rules adopted by the Board of Directors pursuant to the By-Laws. All interior window coverings are to be of a neutral color or lined in a neutral color.

5. Structural Changes by Association. Except as reserved to the Declarant, its successors and assigns, the Association shall not make or permit any alterations to the exterior of any Building or make any other substantial alterations or additions of a structural nature or otherwise to the Common Elements without the affirmative vote of two-thirds (2/3) of the Board of Directors. In no case shall any such alterations or additions prejudice the rights of any owner of a Unit unless his written consent has been obtained.

6. Architectural Control. The Board of Directors shall establish procedures for administering requests for permission to change Common Elements or construct porches, bird feeders, bird baths, or similar matters. Any committee therefor shall have at least three (3) members and shall consider the architectural harmony of the proposed action with the existing Condominium when arriving at any decision.

ARTICLE VIII.

ASSESSMENTS

1. Liability; Late Payments. The By-Laws shall set forth the manner of making and collecting assessments against the Unit owners for common expenses of the Condominium. Regular assessments and special assessments not made for violations of the provisions of this Declaration, the By-Laws or Rules and Regulations shall be made on an annual basis but shall be due and payable in monthly installments as determined by the Board of Directors. Each Unit owner shall be liable for such fractional or percentage interest of the common expenses of the Condominium as is provided in Article V hereof. Any assessment or installment not paid when due shall be delinquent and the Unit owner may be charged interest on the unpaid assessment or installment, calculated from the date when the assessment or installment was first due until the date it is paid. The Board of Directors shall establish a uniform policy with regard to the number of days that must run following the due date for interest to be charged and shall establish the rate of interest to be charged on such unpaid assessments or installments. All payments upon account shall be first applied to the interest, if any, and then to the assessment payment first due.

2. Liens. If a Unit owner defaults in the payment of any assessment or installment, the Association shall take appropriate measures as provided by law in accordance with the By-Laws. The lien for unpaid assessments provided in the Act shall also secure reasonable attorney's fees incurred by the Association incident to the collection of such assessment or enforcement of such lien. In any foreclosure of a lien for assessments, the owner of a Unit subject to a lien shall be required to pay a reasonable rental for the Unit and the Association shall be entitled to the appointment of a receiver to collect the same. To the extent permitted by the Act, the lien provided therein and herein shall be subordinate to the lien of any first mortgage on a Unit.

3. Rights of Mortgagees. Any first mortgagee who obtains title to a Unit pursuant to remedies provided in the mortgage or foreclosure of the mortgage and any party purchasing the Unit in such a foreclosure shall not be liable for such Unit's unpaid installments

of assessments which accrued prior to the acquisition of title to such Unit by such mortgagee or other party. The obligation of the former Unit owner to pay such assessment is not hereby extinguished.

4. Association Statements. The Association, upon ten (10) days request, shall provide a letter to the purchaser of any Unit which states the existence, if any, of outstanding general or special assessments against the owner of the Unit being sold; provided, however, that all Units conveyed by Declarant shall be deemed to be conveyed free from all such outstanding general or special assessments and no such letter shall be required or given as to such Units.

5. Initial Working Capital Fund. Each purchaser of a Unit shall advance an amount equal to two (2) months installments of the regular annual Association assessment, or such greater amount as is designated by the Board of Directors with notice of record, to the Association at the time of conveyance for the common expenses of the Association. Each advance shall be credited to such purchaser and shall be returned to such purchaser upon subsequent conveyance of the Unit and payment of a like advance by the subsequent purchaser. Amounts paid pursuant hereto are not to be considered as advance payments of installments of the regular assessments. Declarant shall advance a like amount for the purposes herein for each Unit which is unsold at the end of sixty (60) days from the date of conveyance of the first Unit by Declarant to a purchaser. Such working capital fund shall be kept in a segregated account.

6. First Assessment. Regular assessments shall be levied and installments thereon shall commence being due and payable on the date of recordation hereof; provided that the monthly installment shall be prorated on a daily basis.

ARTICLE IX.

RESTRICTIONS ON USE, OCCUPANCY AND TRANSFER

1. Residential Purposes Only. Each Unit shall be occupied and used only for private dwelling purposes and for no other purposes. No trade or business shall be carried on anywhere within the Condominium, except as otherwise provided herein.

2. Leases of Units. The Declarant may lease a Unit on such terms and conditions as it desires in its sole discretion. Any other owner may lease a Unit for a term of not less than six (6) months. Any lease or rental agreement must be in writing. Any person occupying a Unit with the authority of an owner shall comply with all of the provisions hereof and the By-Laws imposed on an owner and a breach of such provisions shall be deemed a breach of such lease. Each such lease shall contain a provision making a breach of any of the provisions of this Declaration or of the By-Laws of the Association a breach under the lease. No rooms in any Unit may be rented and no transient tenants may be accommodated.

3. Pets. No animals, livestock, reptiles, poultry, or birds of any kind shall be raised, bred or kept within the Condominium, except as hereinafter set forth. The Association may issue a permit to the occupant of a Unit to keep two (2) cats or two (2) medium-size (55 pounds or less) dogs, or one (1) cat and one (1) medium-size dog (no guard-type dogs shall be permitted) and other small household pets (such as fish, canaries, or parakeets) provided that they are not kept, bred or maintained for any commercial purposes. No pet shall be permitted which causes an unreasonable disturbance. The permit issued by the association shall allow the keeping of pets in accordance with rules and regulations to be established by the Board of Directors. Such permit shall be deemed a revocable license which may be revoked at any time following notice and hearing if, in the judgment of the Board of Directors, such licensed animal is or becomes offensive, a nuisance or harmful in any way to the Condominium or those occupying or owning therein. The Association may charge an application fee to cover its administrative and enforcement costs. All permitted pets shall be housed indoors and, if allowed outdoors, shall be kept on a leash and within the presence and control of a person at all times while outdoors. It is not permissible to simply leave a pet unattended on a leash while outdoors. Any pet excrement in common areas shall be removed immediately by the occupant of the Unit in which the pet resides. A violation of the provisions of this paragraph shall subject the Unit owner responsible for such violation to additional special assessments by the Board of Directors for the enforcement costs, including, but not limited to, reasonable attorney's fees incurred by the Association incident to the enforcement of this paragraph and the rules and regulations established by the Board of Directors.

4. No Obstructions. No owner shall cause or permit the Common Elements, except the Limited Common Elements, to be so used as to deny to other owners the full use of such portion of the Common Elements. Accordingly, there shall be no obstruction of any Common Elements. Walks and drives shall be kept clean and orderly. Junked, inoperative or unlicensed vehicles and vehicles licensed as trailers, campers, camping trucks, house trailers, snowmobiles or the like shall not be stored, parked or placed on the Common Elements. Motor vehicles owned or leased by an occupant of a Unit shall not be parked in the visitor parking areas. No vans or trucks may be stored, parked or placed overnight in a driveway of the Condominium without a permit issued by the Board of Directors which permit may be issued in the discretion of the Board of Directors to permit overnight parking in areas designated by the Board of Directors. No vehicle shall occupy, park upon or otherwise block the access to or exit from another Unit or the approach thereto. No maintenance of any vehicle shall be permitted anywhere on the Condominium except that changing the oil in a vehicle and lubricating a vehicle are permitted provided that such work is done in a garage. Bicycles shall be placed only in those areas designated by the Association.

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

6. Antennas and Temporary Structures. No antennas for television or aerials for radios shall be erected on any roof or any other portion of the Condominium, except any community antennas or cable receivers erected by Declarant or the Association or any individual

antennas erected or installed with the prior consent of the Board of Directors. No structure, trailer, tent, shack or barn, temporary or otherwise, except for those maintained by Declarant, shall be placed or maintained on any portion of the Condominium nor shall any clothes hangers or clothesline be placed or maintained within or on the Common Elements.

7. Utility Lines. Any supply lines, waste lines, pipes, wires, conduits or public utility lines running through a Unit which serve more than one Unit shall be deemed owned as tenants in common by all Unit owners.

8. 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 the same shall exist for so long as it stands. Minor encroachments of parts of the Common Elements due to reconstruction of a part or all of a Building shall be permitted and a valid easement for such encroachments and the maintenance thereof shall exist from the owners of Units in such Building.

9. Mutual Enjoyment. Each Unit shall be used only for such purposes and to such extent as will not overload or interfere with any Common Elements or the enjoyment thereof by the owners of other Units.

10. Noxious Activity. No use or practice shall be allowed on the Condominium which: (a) is a nuisance, or (b) is immoral or improper or offensive in the opinion of the Board of Directors, or requires any alteration of or addition to any Common Elements, or (c) is in violation of the By-Laws or Rules and Regulations of the Association, or (d) unreasonably interferes with or is an unreasonable annoyance to the peaceful possession or proper use of the Condominium by other Unit owners or occupants, including the use of musical instruments, television, or radios at such times or in such volumes of sound as to be objectionable.

11. Acts Affecting Insurance. No Unit owner or occupant shall commit or permit any violation of the policies of insurance taken out by the Board of Directors in accordance with the provisions of Article XI hereof (the "Association Policies"), or do or permit anything to be done, or keep or permit anything to be kept, or permit any condition to exist, which might (i) result in termination of any such policies, (ii) adversely affect the right of recovery thereunder, (iii) result in reputable insurance companies refusing to provide Association Policies, or (iv) result in an increase in the insurance rate or premium unless, in the case of such increase, the Unit owner responsible for such increase shall pay the same. If the rate of premium payable with respect to the Association Policies or with respect to any policy of insurance carried by any Unit owner, as permitted by the provisions of Article XI hereof, shall be increased or shall otherwise reflect the imposition of a higher rate than that applicable to the lowest-rated Unit, (a) by reason of anything that is done or kept in a particular Unit, or (b) as a result of the failure of any Unit owner or any occupant of a Unit to comply with the requirements of the Association Policies, or (c) as a result of the failure of any such Unit owner or occupant to comply with any of the other terms and provisions of this Declaration, the By-Laws or the Rules and Regulations, then the Unit owner of that particular Unit shall reimburse the Association and such other Unit

owners respectively for the resulting additional premiums which shall be payable by the Association or such other Unit owners, as the case may be. The amount of any such reimbursement due the Association may without prejudice to any other remedy of the Association be enforced by assessing the same that particular Unit pursuant to the By-Laws.

12. Legal Restrictions. No unlawful use may be made of the Condominium or any part thereof and each Unit owner shall strictly comply with all valid laws, orders, rules and regulations of all governmental agencies having jurisdiction thereof (collectively "Legal Requirements"). Compliance with any Legal Requirements shall be accomplished by and at the sole expense of the Unit owner or owners or the Association, as the case may be, whichever shall have the obligation under this Declaration to maintain and repair the portion of the Condominium affected by any such Legal Requirements. Each Unit owner shall give prompt notice to the Board of Directors of any written notice it receives of the violation of any Legal Requirements affecting its Unit or the Condominium. Notwithstanding the foregoing provisions, any Unit owner may, at its expense, defer compliance with and contest, by appropriate proceedings prosecuted diligently and in good faith, the validity or applicability of any Legal Requirements affecting any portion of the Condominium which such Unit owner is obligated to maintain and repair, and the Association shall cooperate with such Unit owner in such proceedings, provided that:

(i) Such Unit owner shall pay and shall defend, save harmless, and indemnify the Board of Directors, the Association and each other Unit owner against all liability, loss or damage which any of them respectively shall suffer by reason of such contest and any noncompliance with such Legal Requirements, including reasonable attorneys' fees and other expenses reasonably incurred; and

(ii) Such Unit owner shall keep the Board of Directors advised as to the status of such proceedings. ((i) and (ii) above collectively called the "Conditions as to Contest").

Such Unit owner need not comply with any Legal Requirements so long as it shall be so contesting the validity or applicability thereof, provided that (a) noncompliance shall not create a dangerous condition or constitute a crime or an offense punishable by fine or imprisonment, and (b) no part of any Building shall be subject to being condemned or vacated by reason of noncompliance or otherwise by reason of such contest ((a) and (b) are called the "Conditions as to Deferral of Compliance"). The Association may also contest any Legal Requirements without being subject to the Conditions as to Contest and may also defer compliance with any Legal Requirements, but only subject to the Conditions as to Deferral of Compliance. The costs and expenses of any contest by the Association shall be a common expense.

ARTICLE X.

RECONSTRUCTION AFTER LOSS

1. Reconstruction. In the event of fire, casualty or any other disaster affecting one or more Units in a Building or other improvements on the Condominium (the "Damaged Premises"), the Damaged Premises shall be reconstructed and repaired, unless action is taken as otherwise provided herein. Reconstruction and repair as used herein shall mean restoring the Damaged Premises to substantially the same condition they were in prior to the fire, casualty or disaster. The Association shall undertake to cause such reconstruction and repair to be accomplished within a reasonable period of time.

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

a. The Condominium shall be subject to an action for partition upon obtaining the written consent of at least three-quarters (3/4) of the Unit owners entitled to a vote. In the case of partition, the net proceeds of sale together with any net proceeds of insurance (the "Partition Proceeds") shall be considered as one fund and shall be divided among all Unit owners in accordance with the following formula:

Unit square footage x 100		Percentage
Total square footage	=	undivided interest
of all Units		in Partition Proceeds

If the Damaged Premises are Common Elements, the Partition Proceeds shall be divided among all Unit owners in accordance with their respective interests in the Common Elements.

b. If the consent required under subparagraph (a) above is not obtained within thirty (30) days from the date of the loss, then the Damaged Premises shall be reconstructed and repaired by the Association with the insurance proceeds and owners of Units in the Damaged Premises shall be assessed for the deficiency in accordance with the following formula:

Unit square footage x 100		
Total square footage	=	Percentage of undivided
of all Units in the		interest in the
Damaged Premises		deficiency

The provisions of Article VIII shall apply to all sums assessed for any deficiency. If the Damaged Premises are Common Elements, the deficiency shall be shared by the owners of all Units in accordance with their respective interests in the Common Elements.

3. Substantial Damages. If two-thirds (2/3) or more of the Buildings and other improvements above foundation are destroyed, regardless of the sufficiency of any insurance proceeds for reconstruction and repair of the Damaged Premises, no such reconstruction and repair shall take place unless within ninety (90) days from the date of the loss, such reconstruction and repair have been approved by at least sixty-seven percent (67%) of the votes entitled to be cast in the Association. If such approval is not given within ninety (90) days, then the Condominium shall be subject to an action for partition in the same manner as is provided in paragraph 2(a) above.

4. Condemnation. The Association shall represent the Unit owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the Common Elements or part thereof. The award or proceeds of settlement for a taking of part or all of the Common Elements shall be payable to the Association for the use and benefit of the Unit owners and their mortgagees as their interests may appear. The procedure for dealing with the total or partial condemnation of the condominium shall be that set forth in Section 703.19, Wisconsin Statutes (1997-98), as the same may be amended from time to time.

ARTICLE XI.

INSURANCE

1. Association Insurance. The Board of Directors shall obtain and continue in effect insurance coverage on each Building and other improvements on or within the Condominium as well as personal and real property belonging to the Association in an amount equal to the maximum insurable replacement value, with "inflation guard," "special condominium" and "condominium replacement cost" endorsements, without deduction or allowance for depreciation, which amount shall be determined annually by a recognized appraiser or insurer as selected by the Board of Directors, affording protection against loss or damage by fire and such hazards covered by a standard extended coverage endorsement and all risk endorsements and such other risks or hazards as from time to time shall be customarily covered with respect to buildings similar in construction, location and use. In addition, any fixtures, equipment or property within the Units which are to be subject to a mortgage eligible for purchase by FNMA must be covered in the "blanket" or "master" policy required above. Said insurance shall be for the benefit of the Association and the owners of Units and their mortgagees as their interests may appear; provided, however, all proceeds payable by reason of said insurance shall be paid to the Association as trustee for the owners of Units and their mortgagees for the express purpose of reconstruction and repair or as otherwise provided in Article X hereof. The foregoing provisions of this Article are without prejudice to the right of any owner of a Unit to obtain individual Unit insurance; but no owner of a Unit shall be entitled to exercise his right to maintain individual Unit insurance in such a way as to decrease the amount which the Association may realize as trustee under any insurance policy required hereunder. Each policy obtained by the Association shall contain a "severability of interest" endorsement and a standard mortgagee clause endorsed to provide that

clause endorsed to provide that the proceeds are payable to the Association for the use and benefit of the mortgagees as their interests may appear.

2. Association Liability Insurance. In addition to the hazard insurance coverage provided above, the Board of Directors shall obtain comprehensive general public liability insurance in such amounts equal to or exceeding One Million Dollars ($1,000,000.00) for a single occurrence covering all of the Common Elements or property owned by the Association. Coverage under this policy shall include, without limitation, legal liability of the insureds for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of the Common Elements and legal liability arising out of actions related to employment contracts of the Association. Such policy must provide that it may not be cancelled or substantially modified, by any party, without at least ten (10) days prior written notice to the Association and to each holder of a first mortgage which is listed as a scheduled holder of a first mortgage in the insurance policy. The Board of Directors may also obtain such other insurance as it shall determine from time to time to be desirable including without limitation directors and officers errors and omissions coverage.

3. Cost; Waiver. All insurance premiums for any insurance coverage obtained by the Board of Directors shall be a common expense of the Condominium. The Association and each Unit owner hereby expressly waive any claim it or they may have against the other for any loss insured under any policy obtained by the Board of Directors, however caused, including such losses as may be due to negligence of such other party, its agents or employees. All such policies of insurance shall contain a provision that they are not invalidated by the foregoing waiver, but such waiver shall cease to be effective if the existence thereof precludes the Association from obtaining any such policy.

4. Exclusions From Coverage. Notwithstanding anything to the contrary herein, the insurance coverage obtained by the Board of Directors (i) may exclude any coverage on any personal property located within or appertaining to the exclusive use of a Unit, including but not limited to, appliances and water heater, patio door and window glass, drapes, carpeting and wall coverings, such as wallpaper, mirrored walls and paneling and (ii) shall exclude any liability coverage on a Unit owner, its guests, invitees, employees or any other occupants of such Unit, arising out of any and all occurrences and happenings within a Unit and/or relating in any way whatsoever to said personal property. It is the sole responsibility of each Unit owner to obtain such insurance coverages as are excluded from the insurance coverage obtained by the Board of Directors.

ARTICLE XII.

RIGHTS OF DECLARANT

1. Control of Association. Until the expiration of the earlier of ten (10) years from the date the first Unit is conveyed to any person other than Declarant or thirty (30) days after the conveyance of seventy-five percent (75%) of the undivided interests in the General

Common Elements to purchasers, declarant, or its successors and assigns, acting alone shall have the right to appoint and reappoint the members of the Board of Directors, other than those elected pursuant to Article VI, Section 3 hereof.

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

a. may, but shall not be obligated to, manage and operate the Condominium in accordance with the provisions of this Declaration; but any agreement for professional management of the Condominium, or any other contract providing for services of Declarant, shall not exceed three (3) years and shall provide for termination by either party without cause and without payment of a termination fee on no more than ninety (90) days written notice;

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

c. reserves the right to (i) grant easements upon, over, through and across the Common Elements as may be required for furnishing any kind of utility services, including cable television or master antenna service, which easements may be granted to itself or its nominee and/or as may be necessary for excavation and construction of any of the Units; (ii) grant easements upon, over, through or across the Common Elements for ingress and egress to and from the Condominium and other real property adjacent to it; and (iii) grant easements for road, sewer and other utility purposes across, over and under the Common Elements for the benefit of other lands provided that in the instrument creating such easement Declarant shall specify a method by which the maintenance costs of such easement shall be shared by the Association and such other users and provided that use of such easements will not be reasonably anticipated to overburden the existing use of the Common Elements; and

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

ARTICLE XIII.

EXPANSION OF CONDOMINIUM

1. Right to Expand. Declarant expressly reserves unto itself, its successors and assigns, the right to expand the Condominium, without the consent or approval of any Unit owner, at any time and from time to time on or prior to the expiration of seven (7) years from the date of recording this Declaration, by subjecting all or any portion of the real estate described on Exhibit E appended hereto (the "Expansion Real Estate") to this Declaration and by constructing thereon, either before or after such expansion, no more than an additional fifty (50) Units. Such Units shall be located within the general areas indicated therefor on Exhibit E hereto. All improvements made on the Expansion Real Estate must be of the same quality construction as the original Units constructed hereunder and must be substantially completed prior to the improvements becoming subject to this Declaration. Declarant shall be under no obligation to and makes no representation that it will expand or construct any part or all of the Condominium as such rights are reserved herein. The Units on the Expansion Real Estate and their owners and any Common Elements thereon will become subject to and will be entitled to the benefits of the provisions of this Declaration.

2. Effect of Expansion. Upon each such expansion:

a. The percentage of undivided interest in the Common Elements appertaining to each Unit shall be adjusted as follows:

(i) Each Unit's percentage of undivided interest in the Common Elements shall be the number one (1) divided by the total number of Units then subject to this Declaration.

(ii) Each Unit shall be entitled to such Limited Common Elements as are specified in the documents required for expansion.

b. The common surpluses and expenses of the Condominium shall be shared among the owners of all Units according to the percentage of their undivided interest in the Common Elements, in accordance with Article V as adjusted in the manner set forth above.

c. Each owner of a Unit shall be a member of the Association and one vote shall appertain to each Unit.

3. Method of Expansion. The right of expansion reserved herein shall be exercised by the recording of an amendment to this Declaration and an amendment to each of the Exhibits appended hereto in the office of the Register of Deeds for Racine County, Wisconsin. None of the provisions contained in this Declaration shall be construed to create any obligation on behalf of the Declarant, its successors and assigns, to in fact effect such expansion. Exhibit

E hereto and the condominium plat show only the outline of the Expansion Real Estate. Each time that Declarant desires to subject any portion of the Expansion Real Estate to this Declaration, Declarant shall record amendments to the Exhibits hereto and to the condominium plat which shall show the location of the buildings, units, other improvements and common elements of that portion of the Expansion Real Estate being so subjected, in the same manner as if the above were to be shown on the original, recorded condominium plat.

4. Construction Easement. Declarant hereby reserves an easement across the Condominium for purpose of constructing such expansion Buildings. This easement shall expire at such time as Declarant's rights under this Article XIII shall expire.

ARTICLE XIV.

RIGHTS OF MORTGAGEES

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

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

b. Any sixty (60) day delinquency in the payment of assessments owed by the owner of any Unit on which it holds a mortgage or any breach of the provisions of any instrument or rule governing the Condominium which is not cured by such owner within sixty (60) days of such breach;

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

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

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

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

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

ARTICLE XV.

AMENDMENT OF DECLARATION

1. Procedure. Except for the Declarant's right to amend this Declaration to expand the Condominium in accordance with Article XIII hereof, this Declaration may only be amended in a writing executed by the presiding officer of the Association and attested by another officer, with the written consent of at least seventy-five percent (75%) of the Unit owners and mortgagees. No amendment shall change the rights of Declarant as contained in this Declaration. Any amendment to this Declaration shall become effective when recorded in the office of the Register of Deeds for Racine County, Wisconsin, and no action to challenge the validity of an amendment under this Article may be brought more than one (1) year after the amendment is recorded.

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

a. Voting rights;

b. Assessments, assessment liens or the priority of assessment liens;

c. Reserves for maintenance, repair and replacement of the Common Elements;

d. Insurance or fidelity bonds;

e. Responsibility for maintenance and repair;

f. Expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the Condominium;

g. Redefinition of any unit boundaries;

h. Reallocation of interests in the General or Limited Common Elements or rights to their use;

i. Convertibility of Units into Common Elements or of Common Elements into Units;

j. Leasing of Units;

k. Imposition of any restriction on a Unit owner's right to sell or transfer his or her Units;

l. A decision by the Association to establish self-management of the Condominium;

m. Restoration or repair of the Condominium (after a hazard damage or partial condemnation) in a manner other than that specified in this Declaration;

n. Any provisions that expressly benefit mortgage holders, insurers or guarantors.

3. Approval. A Unit owner, or a mortgage holder in the cases of a technical amendment or any amendment not described in Section 2 above or in Article XIII, Section 2 hereof, who receives a written request to approve additions or amendments who does not deliver or post to the requesting party a negative response within thirty (30) days after it receives proper notice of the proposal, provided the notice was delivered by certified or registered mail, with a return receipt requested, shall be deemed to have approved such request.

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

ARTICLE XVI.

REMEDIES FOR VIOLATION BY UNIT OWNER

If any Unit owner fails to comply with the Act, this Declaration or the By-Laws, such Unit owner shall be liable for damages caused by the failure or for injunctive relief, or both, by the Association or by any other Unit owner.

ARTICLE XVII.

SERVICE OF PROCESS

Service of process shall be made on Harry Bielinski, 1240 South Grand Avenue, Waukesha, Wisconsin, 53186, as registered agent for the Association. Any change in the person

or location for the service of process designated by the Board of Directors shall become effective upon the recording of notice thereof in the office of the Secretary of State of Wisconsin in accordance with Section 703.23 of the Wisconsin Statutes.

ARTICLE XVIII.

RIGHT OF ENTRY

The Declarant, for itself and its successors and assigns, reserves the right of entry to each Unit by itself or its agents or any person authorized by the Board of Directors to make installations, alterations or repairs, upon prior request and at times convenient for the owner or occupant thereof; provided, however, that in case of emergency, entry of the Unit may be made immediately, whether the owner or occupant of the Unit is or is not present and without liability to Declarant, the Board of Directors or their agents. Any damage or loss caused as a result of such entry shall be at the expense only of the Unit owner if, in the judgment of those authorizing the entry, such entry was for emergency purposes.

ARTICLE XIX.

CONSTRUCTION AND EFFECT

1. Number and Gender. Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

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

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

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

5. Deemed Interests. Wherever in this Declaration a specified percentage of Unit owners or Common Element interests is required for any action, decision or diminution of Declarant control or Declarant's rights, Declarant shall be deemed to own one hundred-twenty (120) interests, less any interests for Units already conveyed at the time of such determination.

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

Executed at Waukesha, Wisconsin, this 14th day of APRIL, 1999.

BIELINSKI DEVELOPMENT, INC.

By: _____
Frank Bielinski, President

By: _____
Harry Bielinski, Secretary

STATE OF WISCONSIN)
) SS.
COUNTY OF WAUKESHA)

Personally came before me this 14th day of APRIL, 1999, the above-named Frank Bielinski, President of Bielinski Development, Inc. and Harry Bielinski, Secretary of Bielinski Development, Inc., to me known to be the persons who executed the foregoing instrument and acknowledged the same.

_____
Gloria J. Rongstad
Notary Public, Waukesha Co., WI
My Commission Expires November 19, 2000.

Approved as to Form
by Village Attorney:

_____
John L. DeStefanis

This instrument was drafted by:
Attorney Richard R. Kobriger
Cramer, Multhauf & Hammes, LLP
1601 East Racine Avenue
P.O. Box 558
Waukesha, WI 53187

NOTARY PUBLIC
GLORIA J. RONGSTAD
STATE OF WISCONSIN

EXHIBIT A

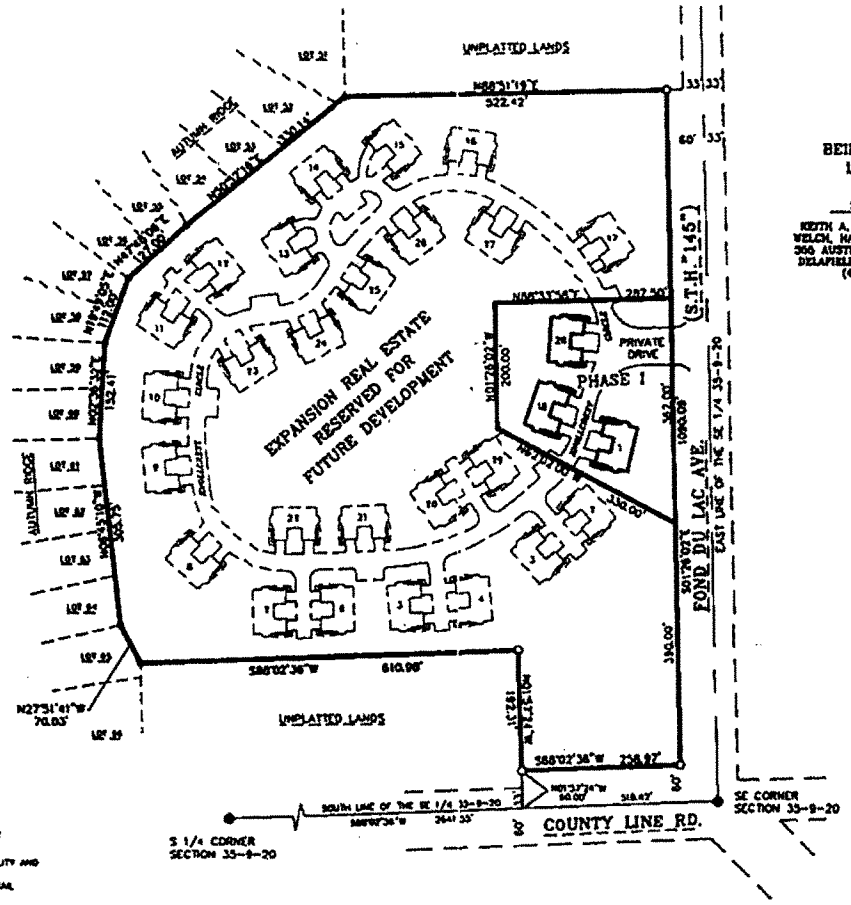
Legal Description - Phase I

Being a part of Certified Survey Map No. 4930, located in the SE 1/4 of the SE 1/4 of Section 35, T9N, R20E, Village of Germantown, Washington County, Wisconsin, more fully described as follows:

Commencing at the SE corner of said Section 35; thence S.88°-02'-36"W., along the south line of said SE 1/4, 318.42 feet to a point; thence N.01°-57'-24"W., 60.00 feet to a point on the north right-of-way line of County Line Road; thence S.88°-02'-36"W., along said right-of-way line, 258.97 feet to a point on the west right-of-way line of Fond Du Lac Avenue (S.T.H. "145");
thence N.-01°-26'-02"W., along said west right-of-way line, 390.00 feet to the point of beginning of the hereinafter described lands; thence N.62°-02'-00"W., 330.00 feet to a point; thence N.01°-26'-02"W., 200.00 feet to a point; thence N.88°-33'-58"E., 287.50 feet to a point on the west right-of-way line of Fond Du Lac Avenue (S.T.H. "145"); thence S.01°-26'-02"E., along said right-of-way line, 362.00 feet to the point of beginning. Said lands containing a total area of 80,787 square feet (1.85 acres).

EXHIBIT B (1)

UNIT	ADDRESS
1-1	W140 N9690
1-2	W140 N9688
18-1	W140 N9693
18-2	W140 N9695
28-1	W140 N9709
28-2	W140 N9711



NOTE: SEE SHEET 3 of 4 FOR Unit DETAIL.

NOTE: SEE SHEET 3 OF 4 FOR UTILITY AND DRAINAGE EASEMENTS.

NOTE: SEE SHEET 4 OF 4 FOR DETAIL OF PHASE 1.

CONDOMINIUM PLAT OF

AUTUMN RIDGE CONDOMINIUM

BEING ALL OF CERTIFIED SURVEY MAP No. 4930 EXCEPT ROAD DEDICATION.
LOCATED IN THE SE 1/4 OF THE SE 1/4 OF SECTION 35, T.9N., R.20E.,
VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN.

SURVEYOR

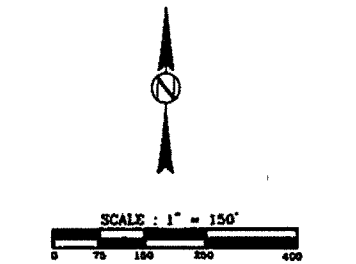
KEITH A. KINDRED, RLS 2082
WELCH, HANSON & ASSOC., INC.
366 AUSTIN CIRCLE, SUITE 100
DELAFIELD, WISCONSIN 53018
(414)646-4855

SURVEY FOR

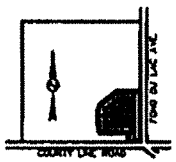
BIELINSKI DEVELOPMENT, INC.
1340 SOUTH GRAND AVE.
WAUKESHA, WI 53186

LEGEND

● - CONCRETE MONUMENT W/BRASS CAP
○ - 1" DIA. IRON PIPE FOUND
⊕ - 2" DIA. IRON PIPE FOUND



BEARINGS REFERENCED TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD 1927) ON THE SOUTH LINE OF THE SE 1/4 35-9-20 AS S88°02'36"W.



LOCATION MAP
SE 1/4 SECTION 35-9-20
SCALE : 1" = 2000'

SURVEYOR'S CERTIFICATE:

I, Keith A. Kindred, do hereby certify that the Condominium Plat of Autumn Ridge Condominium, consisting of four sheets, is a correct representation of the condominium herein described and the identification and location of each unit and the common elements can be determined from the plat. I further certify that I have surveyed the above described property and that the above map is a true representation thereof and shows the size and location of the property, its exterior boundaries, and the location of all visible structures.

Dated this 18th day of February 1999

/s/ Keith A. Kindred
Keith A. Kindred, R.L.S. 2082

PROJECT NO. 11285

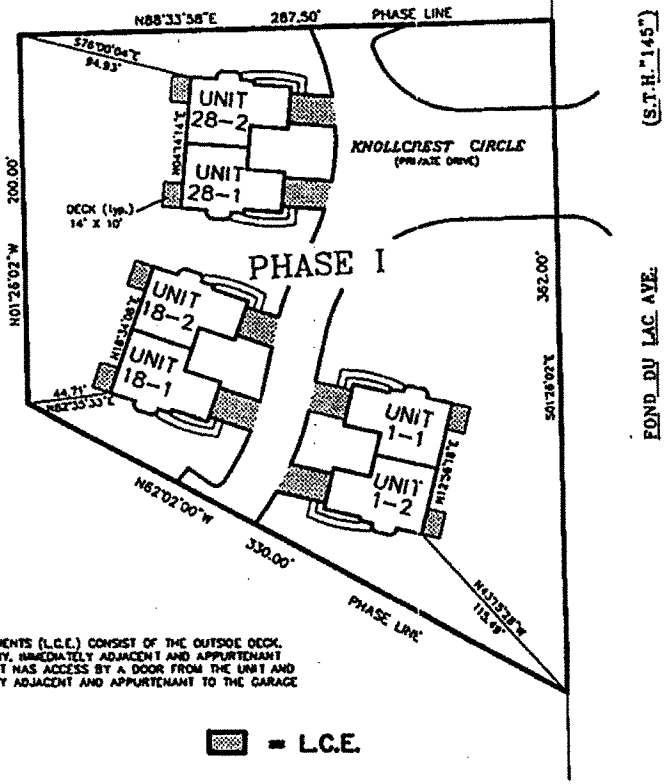
THIS INSTRUMENT DRAFTED BY KEITH A. KINDRED

EXHIBIT B (2)

CONDOMINIUM PLAT OF

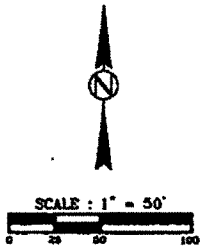
AUTUMN RIDGE CONDOMINIUM

BEING ALL OF CERTIFIED SURVEY MAP No. 4930 EXCEPT ROAD DEDICATION.
LOCATED IN THE SE 1/4 OF THE SE 1/4 OF SECTION 35, T.9N., R.20E.,
VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN.



THE LIMITED COMMON ELEMENTS (L.C.E.) CONSIST OF THE OUTSIDE DECK, PATIO OR PORCHES, IF ANY, IMMEDIATELY ADJACENT AND APPURTENANT TO EACH UNIT TO WHICH IT HAS ACCESS BY A DOOR FROM THE UNIT AND THE DRIVEWAY IMMEDIATELY ADJACENT AND APPURTENANT TO THE GARAGE DOOR TO EACH UNIT.

▨ = L.C.E.



SURVEYOR'S CERTIFICATE:

I, Keith A. Kindred, do hereby certify that the Condominium Plat of Autumn Ridge Condominium, consisting of four sheets, is a correct representation of the condominium herein described and the identification and location of each unit and the common elements can be determined from the plat. I further certify that I have surveyed the above described property and that the above map is a true representation thereof and shows the size and location of the property, its exterior boundaries, and the location of all visible structures.

Dated this 16th day of February, 1999

/s/ Keith A. Kindred

Keith A. Kindred, R.L.S. 2082

PROJECT NO. 11285

THIS INSTRUMENT DRAFTED BY KEITH A. KINDRED

EXHIBIT C

All addresses are Germantown, Wisconsin 53022

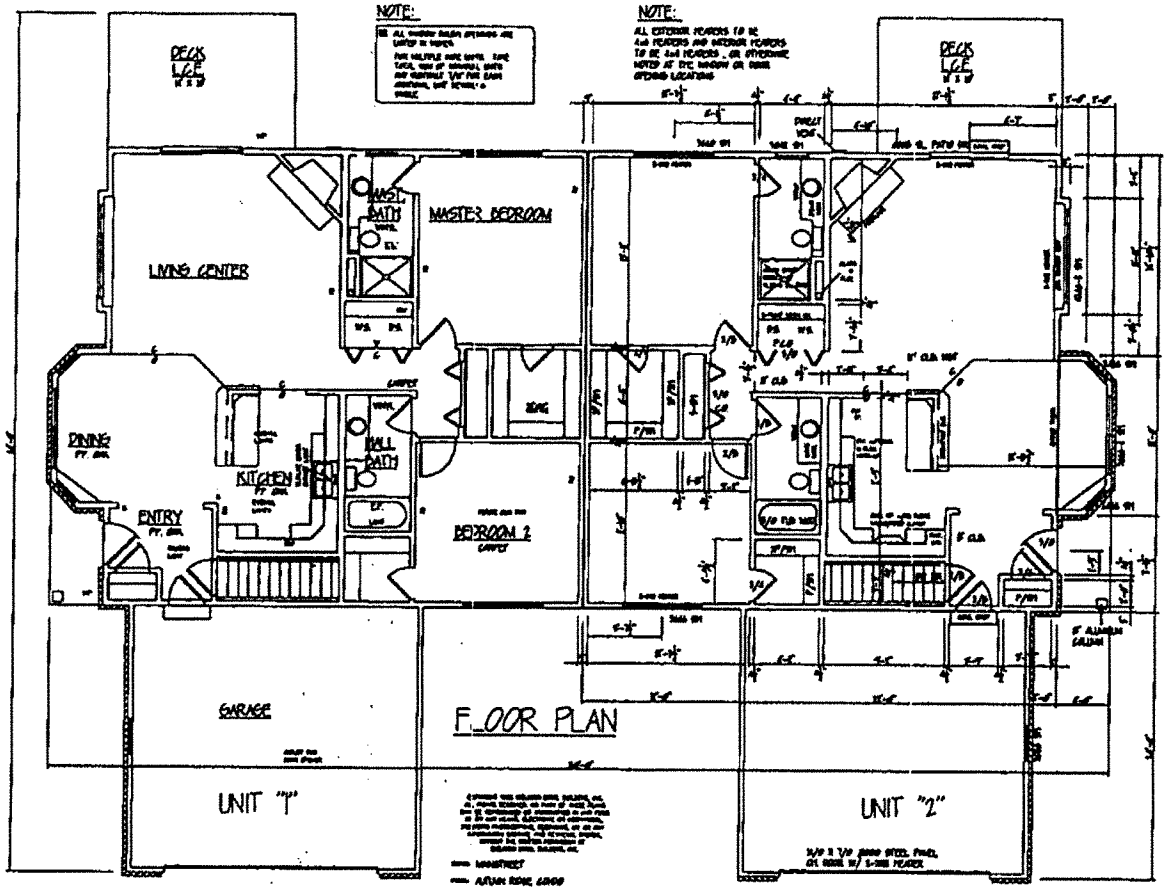
Unit No.	Unit Address
1-1	W140 N9690 Knollcrest Circle
1-2	W140 N9688 Knollcrest Circle
18-1	W140 N9693 Knollcrest Circle
18-2	W140 N9695 Knollcrest Circle
28-1	W140 N9709 Knollcrest Circle
28-2	W140 N9711 Knollcrest Circle

EXHIBIT D

CONDOMINIUM PLAT OF

AUTUMN RIDGE CONDOMINIUM

BEING ALL OF CERTIFIED SURVEY MAP No. 4930 EXCEPT ROAD DEDICATION.
LOCATED IN THE SE 1/4 OF THE SE 1/4 OF SECTION 35, T.9N., R.20E.,
VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN.



FLOOR PLAN

FOUNDATION PLAN
N.T.S.

L.C.E. = LIMITED COMMON ELEMENT

PROJECT NO. 11285

THIS INSTRUMENT DRAFTED BY KEITH A. KINDRED

EXHIBIT E (1)

Legal Description of Expansion Real Estate

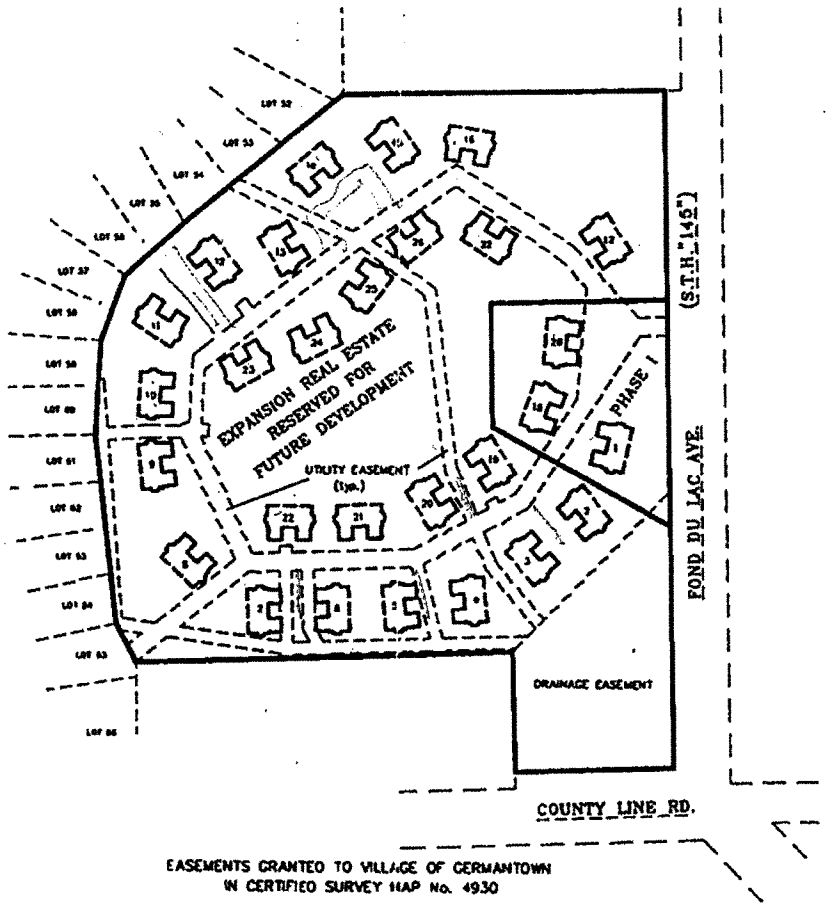
All of Certified Survey Map No. 4930, except road dedication, located in the SE 1/4 of the SE 1/4 of Section 35, T9N, R20E, Village of Germantown, Washington County, Wisconsin, excepting therefrom the legal description for Phase I.

EXHIBIT E (2)

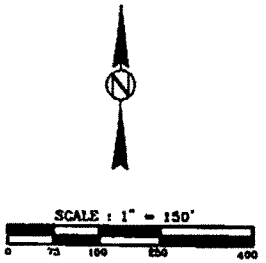
CONDOMINIUM PLAT OF

AUTUMN RIDGE CONDOMINIUM

BEING ALL OF CERTIFIED SURVEY MAP No. 4930 EXCEPT ROAD DEDICATION, LOCATED IN THE SE 1/4 OF THE SE 1/4 OF SECTION 35, T.9N., R.20E., VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN.



EASEMENTS GRANTED TO VILLAGE OF GERMANTOWN IN CERTIFIED SURVEY MAP No. 4930



LEGAL DESCRIPTION PHASE I :

Being a part of Certified Survey Map No. 4930, located in the SE 1/4 of the SE 1/4 of Section 35, T9N, R20E, Village of Germantown, Washington County, Wisconsin, more fully described as follows:

Commencing at the SE corner of said Section 35; thence S.88°-02'-36"W., along the south line of said SE 1/4, 318.42 feet to a point; thence N.01°-57'-24"W., 60.00 feet to a point on the north right-of-way line of County Line Road; thence N.88°-02'-36"E., along said right-of-way line, 258.97 feet to a point on the west right-of-way line of Fond Du Lac Avenue (S.T.H. "145"); thence N.01°-26'-02"W., along said west right-of-way line, 390.00 feet to the point of beginning of the hereinafter described lands; thence N.62°-02'-00"W., 330.00 feet to a point; thence N.01°-26'-02"W., 200.00 feet to a point; thence N.68°-33'-58"E., 287.50 feet to a point on the west right-of-way line of Fond Du Lac Avenue (S.T.H. "145"); thence S.01°-26'-02"E., along said right-of-way line, 362.00 feet to the point of beginning. Said lands containing a total area of 80,787 square feet (1.85 acres).

LEGAL DESCRIPTION EXPANSION REAL ESTATE:

BEING ALL OF CERTIFIED SURVEY MAP No. 4930 EXCEPT ROAD DEDICATION, LOCATED IN THE SE 1/4 OF THE SE 1/4 OF SECTION 35, T.9N., R.20E., VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN EXCEPTING THEREFROM THE LEGAL DESCRIPTION FOR PHASE I.

SURVEYOR'S CERTIFICATE:

I, Keith A. Kindred, do hereby certify that the Condominium Plat of Autumn Ridge Condominium, consisting of four sheets, is a correct representation of the condominium herein described and the identification and location of each unit and the common elements can be determined from the plat. I further certify that I have surveyed the above described property and that the above map is a true representation thereof and shows the size and location of the property, its exterior boundaries, and the location of all visible structures.

Dated this 18th day of February 1999
REVISED 2-19-99

/s/ Keith A. Kindred
Keith A. Kindred, R.L.S. 2002

PROJECT NO. 11288

THIS INSTRUMENT DRAFTED BY KEITH A. KINDRED

Document Number

FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM OF AUTUMN RIDGE CONDOMINIUM

This space reserved for recording data

RETURN TO
Richard R. Kobriger
Cramer, Multhauf & Hammes, LLP
P.O. Box 558
Waukesha, WI 53187

Tax Parcel No.

FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM OF AUTUMN RIDGE CONDOMINIUM

THIS FIRST AMENDMENT to Declaration of Condominium of Autumn Ridge Condominium is made by Bielinski Development, Inc., a Wisconsin corporation (hereinafter "Declarant"), pursuant to and in accordance with the provisions of the Condominium Ownership Act created by Chapter 703 of the Wisconsin Statutes and the Declaration of Condominium of Autumn Ridge Condominium dated April 14, 1999, and recorded in the Office of the Register of Deeds for Washington County, Wisconsin on May 24, 1999, as Document No. 825900, hereinafter referred to as the "Declaration."

WITNESSETH:

In Article XIII of the Declaration, Declarant reserves the right to expand the Condominium by subjecting to the Declaration parts or all of the real estate described in Exhibit E of the Declaration (the "Expansion Real Estate") and also by constructing thereon, either before or after such expansion, no more than an additional fifty (50) Units.

Declarant now desires to subject to the Declaration a portion of the Expansion Real Estate (hereinafter "The Phase II Property) and to construct thereon five (5) buildings consisting of ten (10) units.

The Phase II property and the additional buildings and improvements thereon, together with the Condominium created under the Declaration, shall be referred to herein jointly as the "Condominium." As used herein, the term "Unit Owner" shall mean the owner of a Unit and any building previously declared or declared herein, unless otherwise limited.

NOW, THEREFORE, Declarant, the fee owner of the Phase II Property, pursuant to Article XIII of the Declaration, hereby amends the Declaration by submitting the Phase II Property described in Exhibit 1-A attached hereto and the additional buildings and improvements to the Condominium Ownership Act and the Declaration as though fully set forth therein at the time of recording the Declaration, subject to taxes and assessments not yet due and payable, municipal and zoning ordinances, recorded easements and restrictions, any other easements and/or rights in favor of gas, sanitary sewers, storm sewers, electric, telephone and water utilities, all other matters of record and the following restrictions and conditions:

1. Article I of the Declaration is hereby amended by striking the number "six (6)" therefrom and replacing it with the number "sixteen (16)."

2. Article V of the Declaration is hereby amended by striking Section 1 and replacing it with the following:

"1. Ownership. The ownership of each Unit shall include a 1/16th undivided interest in the Common Elements."

3. Exhibit A of the Declaration is amended by adding the legal description for Phase II set forth on Exhibit 1-A attached hereto.

4. Exhibit B of the Declaration is amended to include Exhibits 1-B-1 and 1-B-2 attached hereto.

5. Exhibit C of the Declaration is hereby amended by adding to it the following:

All addresses are Germantown, Wisconsin 53022:

Unit No.	Unit Address
2-1	W140 N9670 Knollcrest Circle
2-2	W140 N9668 Knollcrest Circle
3-1	N96 W14079 Knollcrest Circle
3-2	N96 W14081 Knollcrest Circle
17-1	W140 N9738 Knollcrest Circle
17-2	W140 N9736 Knollcrest Circle
19-1	N96 W14110 Knollcrest Circle
19-2	N96 W14108 Knollcrest Circle
20-1	N96 W14140 Knollcrest Circle
20-2	N96 W14142 Knollcrest Circle

6. Exhibit E(1) to the Declaration is amended by deleting said Exhibit E(1) and Exhibit 1-E(1) attached hereto is substituted therefor.

7. By constructing the new building and submitting the Phase II Property, Declarant does not waive any of the rights to it reserved in Article XIII of the Declaration nor does it represent that such additions are the full extent of the exercise of its rights thereunder. However, DECLARANT SHALL BE UNDER NO OBLIGATION AND MAKES NO REPRESENTATION THAT IT WILL FURTHER EXPAND OR CONSTRUCT ANY PART OR ALL OF THE EXPANSION REAL ESTATE AS SUCH RIGHTS ARE RESERVED.

8. Except as otherwise stated herein, the provisions of the Declaration shall be deemed to extend to Units in all buildings as though all had been fully set forth therein at the time of recording the Declaration.

Executed at Waukesha, Wisconsin this 10th day of April, 2000.

BIELINSKI DEVELOPMENT, INC.

By: _____
Frank Bielinski, President

By: _____
Harry Bielinski, Secretary

STATE OF WISCONSIN)
) SS.
COUNTY OF WAUKESHA)

Personally came before me this 10th day of April, 2000, the above-named Frank Bielinski, President of Bielinski Development, Inc. and Harry Bielinski, Secretary of Bielinski Development, Inc., to me known to be the persons who executed the foregoing instrument and acknowledged the same.

_____
Notary Public, Waukesha Co., WI
My Commission 11-19-2000

THIS INSTRUMENT DRAFTED BY AND SHOULD BE RETURNED TO:

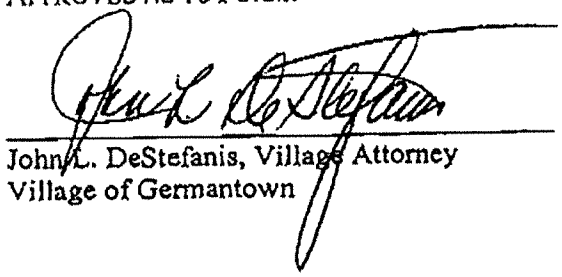
Attorney Richard R. Kobriger
Cramer, Multhauf & Hammes, LLP
1601 E. Racine Avenue, Suite 200
P.O. Box 558
Waukesha, WI 53187-0558

NOTARY PUBLIC
GLORIA J. RONGSTAD
STATE OF WISCONSIN

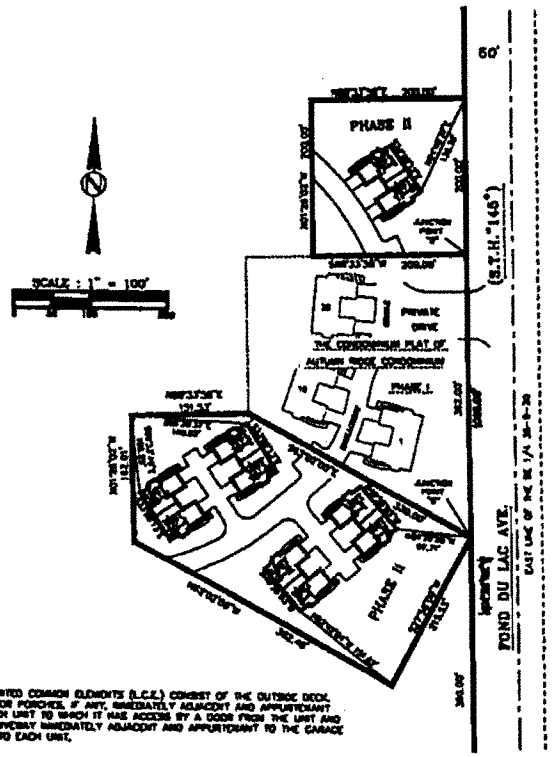
F:\USERS\RRK\Clients\Bielinski\Autumn Ridge\ve-first amendment.wpd

First Amendment to Declaration of Condominium
of Autumn Ridge Condominium

APPROVED AS TO FORM:



John L. DeStefanis, Village Attorney
Village of Germantown



THE LIMITED COMMON ELEMENTS (L.C.E.) CONSIST OF THE OUTSIDE DECK, PATIO OR PORCHES, IF ANY, IMMEDIATELY ADJACENT AND APPURTENANT TO EACH UNIT TO WHICH IT HAS ACCESS BY A DOOR FROM THE UNIT AND THE DRIVEWAY IMMEDIATELY ADJACENT AND APPURTENANT TO THE GARAGE DOOR TO EACH UNIT.

FIRST ADDENDUM TO THE CONDOMINIUM PLAT OF
AUTUMN RIDGE CONDOMINIUM

BEING ALL OF CERTIFIED SURVEY MAP No. 4930 EXCEPT ROAD DEDICATION, LOCATED IN THE SE 1/4 OF THE SE 1/4 OF SECTION 36, T.9N., R.20E., VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN.

LEGAL DESCRIPTION PHASE II:

Being a part of Certified Survey Map No. 4930, and located in the SE 1/4 of the SE 1/4 of Section 36, T9N, R20E, Village of Germantown, Washington County, Wisconsin, more fully described as follows:

Commencing at the SE corner of said Section 36; thence S.88°-57'-26"W., along the south line of said SE 1/4, 318.43 feet to a point; thence N.01°-57'-34"W., 66.00 feet to a point on the north right-of-way line of County Line Road; thence S.88°-57'-26"W., along said right-of-way line, 330.97 feet to a point on the west right-of-way line of Pond Du Lac Avenue (S.T.H. "145"); thence N.01°-28'-02"W., along said west right-of-way line, 388.00 feet to Junction Point "A"; thence S.37°-56'-58"W., 215.53 feet to a point; thence N.88°-02'-02"W., 302.48 feet to a point; thence N.01°-28'-02"W., 163.09 feet to a point; thence N.88°-33'-38"E., 157.53 feet to a point; thence S.62°-02'-09"E., 330.00 feet to Junction Point "A"; thence N.01°-28'-02"W., continuing along said west right-of-way line, 363.00 feet to Junction Point "B"; thence S.88°-33'-38"W., 308.00 feet to a point; thence N.01°-28'-02"W., 200.00 feet to a point; thence N.88°-33'-38"E., 200.00 feet to a point on the west right-of-way line of County Line Road; thence N.01°-28'-02"W., along said right-of-way line, 308.00 feet to Junction Point "C". Said lands contain 124,084 square feet (2.85 acres).

LEGAL DESCRIPTION EXPANSION REAL ESTATE:

Being all of Certified Survey Map No. 4930, except road dedication, located in the SE 1/4 of the SE 1/4 of Section 36, T9N, R20E, Village of Germantown, Washington County, Wisconsin, excepting therefrom the legal description for Phase I and Phase A.

SURVEYOR'S CERTIFICATE:

I, Keith A. Kindred, do hereby certify that the First Addendum To The Condominium Plat of Autumn Ridge Condominium, consisting of three sheets, is a correct representation of the condominium herein described and the identification and location of each unit and the common elements can be determined from the plat. I further certify that I have surveyed the above described property and that the above map is a true representation thereof and shows the size and location of the property, its exterior boundaries, and the location of an above structures.

Dated this _____ day of _____, 20___.

_____
Keith A. Kindred, R.L.S. 2660

PROJECT NO. 11986

THIS INSTRUMENT DRAFTED BY KEITH A. KINDRED

Exhibit "C"

BADGER BLUEPRINT COMPANY, INC.
(414) 542-8200

VILLAGE OF GERMANTOWN
N122 W17177 FOND DU LAC AVENUE
P.O. BOX 337
GERMANTOWN, WISCONSIN 53022

FORM BBC-101

CERTIFIED SURVEY MAP NO. _____

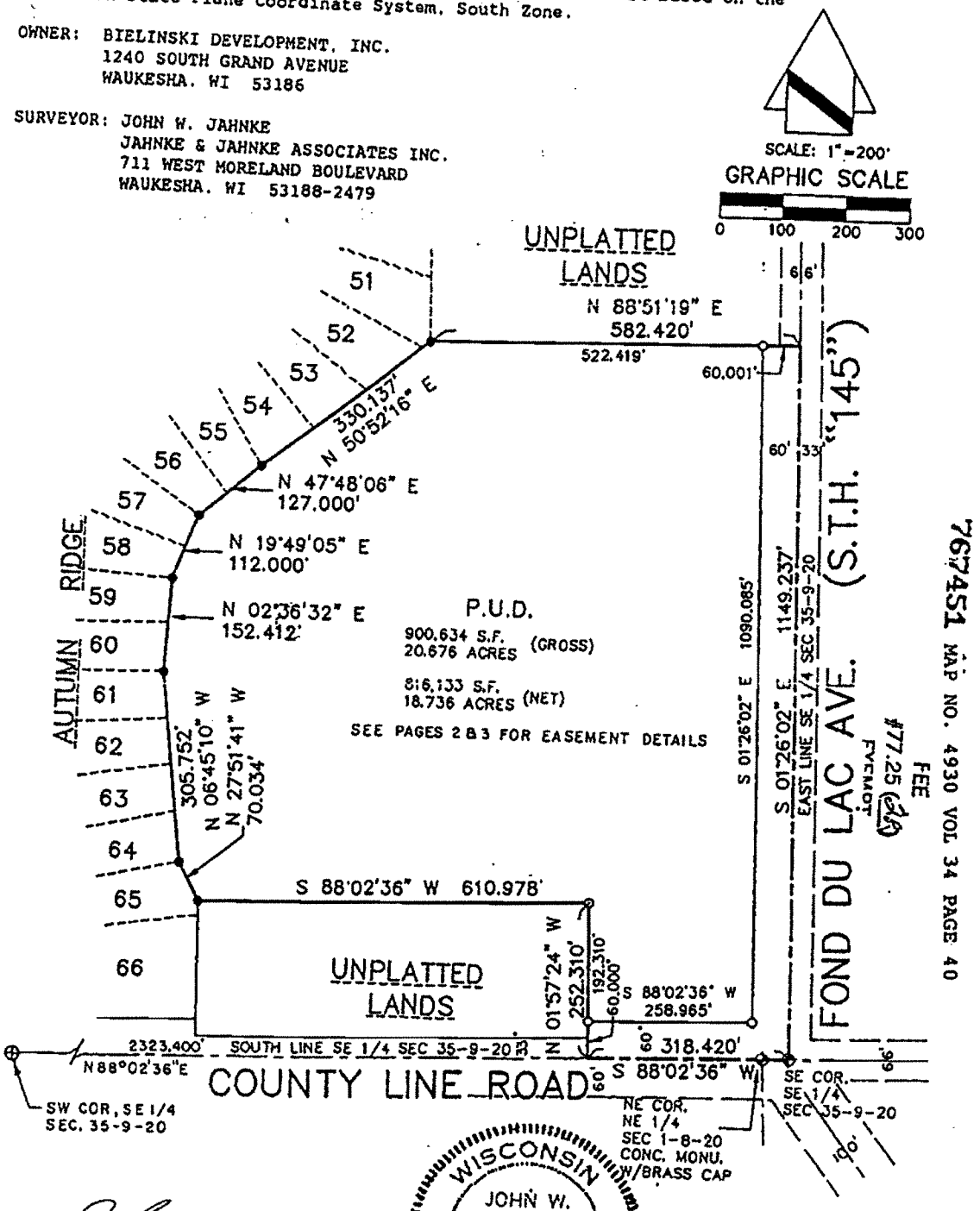
Part of the SE 1/4 of the SE 1/4 of Section 35, T9N, R20E
VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN

LEGEND: •-Iron pipe 30" x 2" dia. (found) 3.65 + lbs per lin. ft. o-Iron pipe 24" x 1" dia. (placed) 1.35 + lbs per lin. ft.

REFERENCE BEARING: The south line of the SE 1/4 of Section 35, T9N, R20E. is used as the reference bearing and has a bearing of South 88°02'36" West based on the Wisconsin State Plane Coordinate System, South Zone.

OWNER: BIELINSKI DEVELOPMENT, INC.
1240 SOUTH GRAND AVENUE
WAUKESHA, WI 53186

SURVEYOR: JOHN W. JAHNKE
JAHNKE & JAHNKE ASSOCIATES INC.
711 WEST MORELAND BOULEVARD
WAUKESHA, WI 53188-2479



WISCONSIN
JOHN W. JAHNKE
S-917
WAUKESHA, WIS.
LAND SURVEYOR

John W. Jahnke
JOHN W. JAHNKE-WIS. REG. NO. S-917
DATED THIS 20th DAY OF Nov., 1997
INSTRUMENT DRAFTED BY JOHN W. JAHNKE

P.S. Washington 654

BADGER
BLUEPRINT
COMPANY, INC.
(414) 542-8200

FORM B8C-101

CERTIFIED SURVEY MAP NO. _____

Part of the SE 1/4 of the SE 1/4 of Section 35, T9N, R20E
VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN

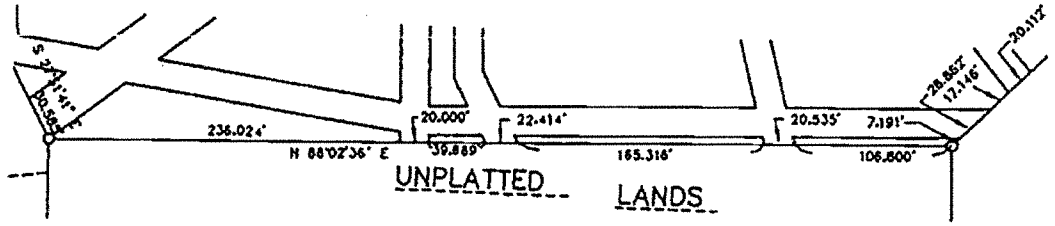
OWNER: BIELINSKI DEVELOPMENT, INC.

WISCONSIN
JOHN W. JAHNKE
S-917
WAUKESHA, WIS.
LAND SURVEYOR

SCALE: 1"=100'

GRAPHIC SCALE

0 50 100 150



OCTAIL

LINE	DIRECTION	DISTANCE
L1	S 88°09'38" W	46.998'
L2	N 01°26'02" W	30.001'
L3	N 88°09'38" E	45.138'
L4	S 43°17'26" E	58.827'
L5	N 53°24'50" W	129.381'
L6	N 53°24'50" W	128.673'
L7	N 38°11'06" W	20.000'
L8	N 51°48'54" E	20.000'
L9	S 38°11'06" E	20.000'
L10	N 02°34'01" E	88.172'
L11	N 02°34'01" E	107.391'
L12	S 65°20'29" W	18.496'
L13	S 89°12'58" E	51.532'
L14	N 89°12'58" W	55.369'
L15	N 85°36'16" E	62.782'
L16	N 85°36'16" E	63.832'
L17	S 85°11'19" W	8.706'
L18	N 04°48'41" W	79.679'
L19	N 87°25'59" W	11.327'
L20	N 02°34'01" E	20.000'
L21	S 87°25'59" E	11.327'
L22	S 82°15'50" E	55.780'
L23	S 82°15'50" E	38.467'
L24	N 50°54'37" E	31.889'
L25	S 50°54'37" W	65.990'
L26	S 82°15'50" E	186.106'
L27	N 82°15'50" W	164.010'
L28	N 88°05'19" E	48.189'
L29	N 88°05'19" E	45.178'
L30	N 01°54'41" W	11.110'
L31	N 88°05'19" E	20.000'
L32	S 01°54'41" E	11.110'

LINE	DIRECTION	DISTANCE
L33	N 61°18'59" E	97.078'
L34	N 24°00'48" W	86.692'
L35	N 24°00'48" W	82.970'
L36	N 61°18'59" E	20.759'
L37	N 28°41'01" W	10.000'
L38	S 61°18'59" W	20.000'
L39	S 28°41'01" E	10.000'
L40	N 61°18'59" E	30.914'
L41	N 61°18'59" E	81.718'
L42	N 24°00'48" W	55.847'
L43	N 24°00'48" W	56.925'
L44	N 61°18'59" E	91.725'
L45	S 15°04'19" E	124.410'
L46	N 15°04'19" W	120.637'
L47	N 28°47'42" W	28.023'
L48	N 01°54'41" W	92.610'
L49	N 01°54'41" W	97.390'
L50	N 01°43'14" W	117.644'
L51	N 01°43'14" W	113.859'
L52	N 88°05'19" E	16.500'
L53	S 28°47'42" E	22.684'
L54	S 88°02'27" W	27.149'
L55	S 01°43'14" E	8.503'
L56	S 01°43'14" E	4.982'
L57	N 28°47'42" W	5.583'
L58	S 28°47'42" E	5.583'
L59	N 88°02'36" E	166.676'
L60	S 15°04'19" E	5.115'
L61	S 15°04'19" E	5.115'
L62	N 88°02'36" E	113.146'
L63	N 88°02'36" E	138.619'
L64	N 88°02'36" E	37.348'

767451 MAP NO. 4930 VOL 34 PAGE 42

JOHN W. JAHNKE-WIS. REG. NO. S-917
DATED THIS 20th DAY OF NOV, 1997
INSTRUMENT DRAFTED BY JOHN W. JAHNKE

P.S. WASHINGTON 654

BADGER
BLUEPRINT
COMPANY, INC.
(414) 542-8200

FORM 88C-101

CERTIFIED SURVEY MAP NO. _____

Part of the SE 1/4 of the SE 1/4 of Section 35, T9N, R20E
VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN

SURVEYOR'S CERTIFICATE:

I, John W. Jahnke, registered land surveyor, being duly sworn on oath, hereby depose and say that I have surveyed, divided and mapped the following land bounded and described as follows:

All that part of the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) of Section 35, Town 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin, bounded and described as follows: Beginning at the southeast corner of said Southeast Quarter (SE 1/4); thence South 88°02'36" West along the south line of said Southeast Quarter (SE 1/4) 318.420 feet; thence North 01°57'24" West 252.310 feet; thence South 88°02'36" West 610.978 feet to the east line of Autumn Ridge, a recorded subdivision in said Southeast Quarter (SE 1/4); thence northerly along the east line of said Autumn Ridge the following bearings and distances: North 27°51'41" West 70.034 feet; North 06°45'10" West 305.752 feet; North 02°36'32" East 152.412 feet; North 19°49'05" East 112.000 feet; North 47°48'06" East 127.000 feet; North 50°52'16" East 330.137 feet; thence North 88°51'19" East 582.420 feet to the east line of said Southeast Quarter (SE 1/4); thence South 01°26'02" East 1149.237 feet to the place of beginning.
Containing 900,634 square feet (20.676 acres) of land.

Dedicating the easterly and southerly 60 feet abutting the section lines for right-of-way purposes of S.T.H. 145, Fond du Lac Avenue and County Line Road.

I further certify that I have made such survey, land division and map by the direction of the owners of said land; that such map is a correct representation of the exterior boundaries of the land surveyed and map thereof made; and that I have fully complied with the provisions of Chapter 236 of the Wisconsin State Statutes pertaining to Certified Survey Maps (Section 236.34) and the regulations of the Village of Germantown in surveying, dividing and mapping the same.

WISCONSIN
JOHN W. JAHNKE
S-917
WAUKESHA, WIS.
LAND SURVEYOR

JOHN W. JAHNKE - Wis. Reg. No. S-917

STATE OF WISCONSIN) ss
COUNTY OF WAUKESHA)

The above certificate subscribed and sworn to me this 20th day of November, 1997.

My commission expires September 2, 2001.

GERALDINE E. CHALTRY - NOTARY PUBLIC

767451 MAP NO. 4930 VOL 34 PAGE 43

OWNER: BIELINSKI DEVELOPMENT, INC.

Instrument drafted by John W. Jahnke

P.S. Washington 654

BADGER
BLUEPRINT
COMPANY, INC.
(414) 542-8200

VOL 1776 PAGE 62A

FORM BBC-101

CERTIFIED SURVEY MAP NO. _____

Part of the SE 1/4 of the SE 1/4 of Section 35, T9N, R20E
VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN

OWNER'S CERTIFICATE:

As owner we hereby certify that we caused the land described on this map to be surveyed, divided, mapped and dedicated as represented on this map. We also certify that this Certified Survey Map is required to be submitted to the following for approval: Village of Germantown.

BIELINSKI DEVELOPMENT, INC.

FRANK BIELINSKI - PRESIDENT

NOTARY PUBLIC STATE OF WISCONSIN GLORIA J. RONGSTAD

STATE OF WISCONSIN)
)ss
COUNTY OF WAUKESHA)

Personally came before me this 3rd day of JANUARY, 1998, the above named FRANK BIELINSKI, to me known to be the person who executed the foregoing instrument and acknowledged the same.

My commission expires 11-19-2000

Gloria J. Rongstad
NOTARY PUBLIC - Gloria J Rongstad

PLAN COMMISSION APPROVAL:

Approved by the Plan Commission, Village of Germantown this 8th day of December, 1997.

Charles J. Hargan
CHARLES J. HARGAN - CHAIRMAN

Carol A. Borycki
~~JANNXXXXXXXXXX~~ - SECRETARY
Carol A. Borycki

VILLAGE BOARD APPROVAL:

Approved by the Village Board, Village of Germantown, this 15th day of December, 1997.

Charles J. Hargan
CHARLES J. HARGAN - PRESIDENT

Jane A. Wilms
JANE A. WILMS - CLERK

767451 MAP NO. 4930 VOL 34 PAGE 44

WISCONSIN JOHN W. JAHNKE S-917 WAUKESHA, WIS. LAND SURVEYOR

John W. Jahnke
JOHN W. JAHNKE - Wis. Reg. No. S-917
Dated this 20th day of Nov., 1997.

OWNER: BIELINSKI DEVELOPMENT, INC.

Instrument drafted by John W. Jahnke

P.S. Washington 654

ARTICLES OF INCORPORATION
(non-stock corporation)

OF

AUTUMN RIDGE OWNER'S ASSOCIATION, INC.

Executed by the undersigned for the purpose of forming a Wisconsin non-stock corporation under Chapter 181 of the Wisconsin Statutes, repealed and recreated by 1997 Wisconsin Act 79:

ARTICLE 1

NAME

The name of the corporation shall be Autumn Ridge Owner's Association, Inc.

ARTICLE 2

ORGANIZATION

The corporation is organized under Chapter 181 of the Wisconsin Statutes.

ARTICLE 3

REGISTERED AGENT

The name of the initial registered agent is Harry Bielinski.

ARTICLE 4

STREET ADDRESS

The street address of the initial registered office of this corporation shall be 1240 South Grand Avenue, Waukesha, Wisconsin, 53186.

ARTICLE 5

MAILING ADDRESS

The mailing address of the initial principal office of this corporation shall be 1240 South Grand Avenue, Waukesha, Wisconsin, 53186.

ARTICLE 6

MEMBERS

The corporation will have members.

ARTICLE 7

DIRECTORS

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

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

Harry Bielinski
1240 South Grand Avenue
Waukesha, Wisconsin 53186

Frank Bielinski
1240 South Grand Avenue
Waukesha, Wisconsin 53186

Gloria J. Rongstad
1240 South Grand Avenue
Waukesha, Wisconsin 53186

ARTICLE 8

PURPOSES

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

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

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

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

ARTICLE 9

INCORPORATOR

The name and address of the incorporator of this corporation is: Harry Bielinski, 1240 South Grand Avenue, Waukesha, Wisconsin 53186.

ARTICLE 10

VOTING

The record owner of the fee title to any Unit and an undivided interest in the Common Elements, as defined in the Declaration, shall automatically be a member of this corporation upon becoming such owner and shall remain a member thereof until such time as his ownership ceases for any reason, at which time his membership in this corporation shall automatically cease. The respective rights and qualifications of each of the members of this corporation are set forth in the By-Laws of this corporation.

ARTICLE 11

AMENDMENTS

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

ARTICLE 12

STOCK, DIVIDENDS AND DISSOLUTION

This corporation shall not have or issue shares of stock. No dividend shall ever be paid and no part of the assets or surplus of this corporation shall be distributed to its members, directors or officers. This corporation may pay compensation in reasonable amounts to employees, members, directors or officers for services rendered and may confer benefits upon its members in conformity with its purposes.

This corporation may be dissolved with the assent given in writing and signed by not less than seventy-five percent (75%) of the members. Upon dissolution of this corporation, other than incident to a merger or consolidation, all of its assets, after payment of its liabilities, shall be distributed to one or more non-profit corporations, societies, trusts or other organizations and/or dedicated to an appropriate public agency or agencies; provided, however, that any such non-profit corporation, society, trust, other organization or public agency has purposes deemed by a majority of the directors of this corporation to be similar to those of this corporation and

that if none of the foregoing entities are deemed to exist, then all of the assets of this corporation, after payment of its liabilities, shall be distributed to a non-profit corporation, society, association, trust or other organization, or any one or more of the foregoing, devoted to the promotion of aesthetic, cultural or educational purposes.

Executed on this 5th day of MAY, 1999.

Harry Bielinski

This instrument was drafted by

Attorney Richard R. Kobriger
Cramer, Multhauf & Hammes, LLP
Attorneys at Law
1601 East Racine Avenue
P.O. Box 558
Waukesha, WI 53187

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

ARTICLE 9

INCORPORATOR

The name and address of the incorporator of this corporation is: Harry Bielinski, 1240 South Grand Avenue, Waukesha, Wisconsin 53186.

ARTICLE 10

VOTING

The record owner of the fee title to any Unit and an undivided interest in the Common Elements, as defined in the Declaration, shall automatically be a member of this corporation upon becoming such owner and shall remain a member thereof until such time as his ownership ceases for any reason, at which time his membership in this corporation shall automatically cease. The respective rights and qualifications of each of the members of this corporation are set forth in the By-Laws of this corporation.

ARTICLE 11

AMENDMENTS

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

ARTICLE 12

STOCK, DIVIDENDS AND DISSOLUTION

This corporation shall not have or issue shares of stock. No dividend shall ever be paid and no part of the assets or surplus of this corporation shall be distributed to its members, directors or officers. This corporation may pay compensation in reasonable amounts to employees, members, directors or officers for services rendered and may confer benefits upon its members in conformity with its purposes.

This corporation may be dissolved with the assent given in writing and signed by not less than seventy-five percent (75%) of the members. Upon dissolution of this corporation, other than incident to a merger or consolidation, all of its assets, after payment of its liabilities, shall be distributed to one or more non-profit corporations, societies, trusts or other organizations and/or dedicated to an appropriate public agency or agencies; provided, however, that any such non-profit corporation, society, trust, other organization or public agency has purposes deemed by a majority of the directors of this corporation to be similar to those of this corporation and

that if none of the foregoing entities are deemed to exist, then all of the assets of this corporation, after payment of its liabilities, shall be distributed to a non-profit corporation, society, association, trust or other organization, or any one or more of the foregoing, devoted to the promotion of aesthetic, cultural or educational purposes.

Executed on this 5th day of MAY, 1999.

Harry Bielinski

This instrument was drafted by

Attorney Richard R. Kobriger
Cramer, Multhauf & Hammes, LLP
Attorneys at Law
1601 East Racine Avenue
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