



CONDOMINIUM HOMES

Greenfield, Wisconsin

PHASES I — VII

Declarant: Steele Development Corporation
4551 Green Ridge Circle
Post Office Box 20875
Greenfield, Wisconsin 53220

Agent: K. C. Kurtz Co.
Post Office Box 20875
Greenfield, Wisconsin 53220

DISCLOSURE MATERIALS

THESE ARE THE LEGAL DOCUMENTS COVERING YOUR RIGHTS AND RESPONSIBILITIES AS A CONDOMINIUM UNIT 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.

April, 1987

This document book prepared by:

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Quarles & Brady
411 East Wisconsin Avenue
Milwaukee, Wisconsin 53202-4497

VILLAGE GREEN CONDOMINIUM HOMES

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VILLAGE GREEN CONDOMINIUM HOMES was created by the recording of the Condominium Declaration in Milwaukee County, Wisconsin on April 16, 1982. In compliance with disclosure requirements of the Wisconsin Condominium Law, this book is provided to each prospective purchaser of a Unit in VILLAGE GREEN CONDOMINIUM HOMES, and contains the following documents and exhibits:

1. **DECLARATION.** The Declaration establishes and describes the condominium, the units and the common elements. The Declaration begins on page 4.
2. **CONDOMINIUM PLAT.** The Declarant has provided floor plans of the units 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 elements which are part of the condominium. The floor plan and map begin on page 20. Amendments to the Condominium Plat are contained in the Amendments to the Declaration described below, and begin on pages 32, 44, 62, 76 and 111, respectively.
3. **PHASE II AMENDMENT.** The Amendment to the Declaration recorded on January 31, 1983 annexed Phase II to the condominium and added fourteen (14) additional condominium units to the fourteen (14) units created by the Declaration. The Amendment begins on page 28.
4. **PHASE III AMENDMENT.** The Amendment to the Declaration recorded on August 22, 1983 annexed Phase III to the condominium and added twenty-eight (28) additional condominium units to the twenty-eight (28) existing units. The Amendment begins on page 40.
5. **PHASE IV AMENDMENT.** The Amendment to the Declaration recorded on April 19, 1984 annexed Phase IV to the condominium and added fourteen (14) additional condominium units to the fifty-six (56) existing units. The Amendment begins on page 57.
6. **PHASE V AMENDMENT.** The Amendment to the Declaration recorded on June 6, 1985 annexed Phase V to the condominium and added twenty (20) additional condominium units to the seventy (70) existing units. The Amendment begins on page 70.
7. **PHASE VI AMENDMENT.** The Amendment to the Declaration recorded on March 20, 1986 annexed Phase VI to the condominium and added twenty-six (26) additional condominium units to the existing ninety (90) condominium units. The Amendment begins on page 86.
8. **PHASE VII AMENDMENT.** The Amendment to the Declaration recorded on December 4, 1986 annexed Phase VII to the condominium and added sixteen (16) additional condominium units to the existing one hundred and sixteen (116) condominium units, so that VILLAGE GREEN CONDOMINIUM HOMES now comprises a total of one hundred and thirty-two (132) condominium units. The Amendment begins on page 104.

9. **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 116.

10. **BY-LAWS.** The By-Laws contain rules which govern the condominium and affect the rights and responsibilities of unit owners. The By-Laws begin on page 121.

11. **DEVELOPER'S AGREEMENT.** The development of VILLAGE GREEN CONDOMINIUM HOMES by Declarant is subject to the terms of a Developer's Agreement between the Declarant and the City of Greenfield which is binding upon all owners of units in VILLAGE GREEN CONDOMINIUM HOMES. The Developer's Agreement requires, among other things, that the streets, roadways, drives and parking areas within VILLAGE GREEN CONDOMINIUM HOMES shall be private, and shall be maintained and repaired (including snow removal) by the Association, that the Association shall provide for private trash and garbage removal, and the City of Greenfield shall not be responsible for providing such services. A copy of the Developer's Agreement with the City of Greenfield is included in this book beginning on page 134.

12. **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 146.

13. **MANAGEMENT OR EMPLOYMENT CONTRACTS — NONE.** Certain services may be provided to a condominium through contracts with individuals or private firms. There are no such contracts to date involving VILLAGE GREEN CONDOMINIUM HOMES.

14. **LEASES — NONE.** Units in condominiums may be sold subject to one or more leases of property or facilities which are not a part of the condominium. There are no such leases involving VILLAGE GREEN CONDOMINIUM HOMES.

15. **EXPANSION PLANS.** The Declarant reserved the right in the Declaration to expand the Condominium. With the addition of Phase VII to VILLAGE GREEN CONDOMINIUM HOMES, the condominium expansion is complete. All Phases constitute one entire condominium project. VILLAGE GREEN CONDOMINIUM HOMES contains a total of 132 condominium units in all phases, and no further units will be added to the condominium.

April, 1987

CONDOMINIUM DECLARATION

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Milwaukee County, Wis. }

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Wm. A. Smith Inc.

REGISTER OF DEEDS

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CONDOMINIUM DECLARATION

OF

CONDITIONS, COVENANTS, RESTRICTIONS AND EASEMENTS

FOR

VILLAGE GREEN CONDOMINIUM HOMES

THIS DECLARATION is made pursuant to the Condominium Ownership Act of the State of Wisconsin, Chapter 703 of the Wisconsin Statutes (hereinafter sometimes referred to as the "Act") this 12th day of April, 1982, by Steele Development Corporation, a Wisconsin corporation (hereinafter referred to as "Declarant").

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1. STATEMENT OF DECLARATION.

The purpose of this Declaration is to submit the lands hereinafter described and the improvements constructed or to be constructed thereon to the condominium form of ownership in the manner provided by the Act and this Declaration.

Declarant hereby declares that it is the sole owner of the real property described in Section 4 hereof, together with all buildings and improvements thereon or to be constructed thereon (hereinafter referred to as "the property") which is hereby submitted to the condominium form of ownership as provided in the Act and this Declaration, and which property shall be held, conveyed, devised, leased, encumbered, used, improved, and in all respects otherwise affected subject to the provisions, conditions, covenants, restrictions and easements of this Declaration and the Act. All provisions hereof shall be deemed to run with the land and shall constitute benefits and burdens to the Declarant, its successors and assigns, and to all parties hereafter having any interest in the property.

2. NAME AND ADDRESS.

The real estate described in Section 4 and all buildings and improvements thereon and thereto shall be known as VILLAGE GREEN CONDOMINIUM HOMES. The address of the Condominium is 7438 Green Ridge Circle, Greenfield, Wisconsin 53220.

3. INCREMENTAL DEVELOPMENT.

Declarant intends to develop VILLAGE GREEN CONDOMINIUM HOMES in increments, so that in addition to the real estate and improvements described in Section 4 and submitted to the condominium form of ownership hereunder, Declarant may declare and annex to VILLAGE GREEN CONDOMINIUM HOMES certain additional real estate and improvements, in the manner provided in Section 22 herein. VILLAGE GREEN CONDOMINIUM HOMES may ultimately consist of a residential condominium of 140 condominium units if all proposed annexations are accomplished. In the event such annexations are accomplished, the percentage of undivided ownership interest of each unit owner in the common elements will be changed to include additional unit owners and the additional property and improvements included in the Condominium.

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4. LEGAL DESCRIPTION.

The following described real estate, also described in the Condominium Plat attached hereto, is hereby subjected to the provisions of this Declaration:

VILLAGE GREEN CONDOMINIUM HOMES — Phase I

That part of Parcel 1 of Certified Survey Map No. 4082, being a redivision of Parcel 1 of Certified Survey Map No. 2265, together with lands in the SW 1/4 of Section 22, T 6 N, R 21 E, in the City of Greenfield, Milwaukee County, Wisconsin, bounded and described as follows: Commencing at the Northwest corner of said 1/4 section: thence North 88° 00' 01" East along the North line of said 1/4 section 1111.38 ft. to a point: thence South 48° 04' 46" West along the Southeasterly line of West Forest Home Avenue 347.78 ft. to a point: thence South 36° 33' 17" West along the Southeasterly line of West Forest Home Avenue 227.34 ft. to the point of beginning of the land to be described: thence south 43° 58' 10" East 260.00 ft. to a point: thence North 84° 28' 55" East 54.47 ft. to a point: thence South 05° 31' 05" East 150.00 ft. to a point: thence South 84° 28' 55" West 255.72 ft. to a point: thence North 53° 26' 43" West 227.58 ft. to a point: thence North 36° 33' 17" East 289.00 ft. to a point: thence South 53° 26' 43" East 20.00 ft. to the point of beginning. The above described parcel contains 2.1041 acres of land.

5. DEFINITION AND DESCRIPTION OF UNITS.

5.1 *Number.* Fourteen (14) residential condominium units are hereby declared in VILLAGE GREEN CONDOMINIUM HOMES.

5.2 *Definition.* A unit is that part of a building intended for individual, private use, comprised of one or more cubicles of air at one or more levels of space, having outer boundaries formed by the interior surfaces of the perimeter walls, floors, and ceilings, including the windows, window frames, doors and door frames of the units, as said boundaries are shown in the Condominium Plat attached hereto, together with all fixtures and improvements therein contained, and including an indoor parking garage as a part of each unit, as shown in the Condominium Plat.

5.3 *Identification.* The units are designated by building street address and unit identification, and the unit designations and locations and floor plans for the various unit types are as set forth in the Condominium Plat attached hereto. The approximate dimensions and floor area of each unit, number of rooms, immediate common elements to which the units have access, and further details identifying and describing the units are as set forth in the Condominium Plat.

6. DESCRIPTION AND LOCATION OF BUILDINGS.

There shall be two (2) main buildings on the real estate described in Section 4 above, one of which shall contain eight (8) single-family condominium units, and one of which shall contain six (6) single-family condominium units. The buildings are to be located on the real estate as indicated in the Condominium Plat. The buildings constructed or to be constructed

upon the property will be two (2) stories in height, will have indoor parking garages as a part of the units, and will be constructed principally as wood-frame buildings with variations or combinations of wood and brick or composition veneer on the exterior, with asphalt composite roofing shingles. Floor plans of the buildings are attached hereto as a part of the Condominium Plat.

Declarant reserves the right to change the layout, location, dimensions and construction details of the buildings, units and common elements shown on the Condominium Plat which are not yet fully constructed, provided that such changes shall not substantially alter the nature and quality of the buildings and units.

7. COMMON ELEMENTS AND FACILITIES.

7.1 Description. The common elements and facilities shall consist of all of VILLAGE GREEN CONDOMINIUM HOMES improvements and appurtenances, except the individual units and fixtures therein, as defined hereunder, and shall include, without limitation, the land on which the buildings are located; building exteriors, perimeter and bearing walls; common hallways, corridors and stairways; lobbies; building storage areas, if any; building roofs; foundations; pipes; ducts; electrical wiring and conduits; utility services; public utility lines; master television antenna and lines; water and sewer laterals; outside walls; girders, beams and supports; any common outbuilding used for storage purposes; and the roads, walks, driveways, outdoor parking areas and landscaping comprising or which may comprise the condominium property.

7.2 Easements. Each unit owner shall have a valid, exclusive easement to the space between the interior and exterior walls of his unit for purposes of adding additional utility outlets, wall hangings, erection of non-bearing partition walls, and the like, where space between the walls may be necessary for such uses, provided that the unit owner shall do nothing to impair the structural integrity of the building, and provided further that the common elements and facilities be restored to their former condition by the unit owner at his sole expense upon completion or termination of the use requiring the easement. Easements are hereby granted and declared for the benefit of the unit owners and the Association of Unit Owners (hereinafter described) for the installation, maintenance and repair of common utility services in and on any part of the common elements or units.

8. LIMITED COMMON ELEMENTS.

8.1 Description. A portion of the common elements and facilities are designated as "limited common elements," as shown in the Condominium Plat. Such limited common elements shall be reserved for the exclusive use of the owner or occupant of the unit to which they are appurtenant, to the exclusion of all other units in the condominium. Such limited common elements consist of the patios and balconies, and such other limited common elements as may be identified in the Condominium Plat.

8.2 Use. The manner of use of the limited common elements shall be governed by the By-Laws of, and such rules and regulations as may be established by, the Association of Unit Owners, and no unit owner shall alter, remove, repair, paint, decorate, landscape or adorn any limited common element, or permit such, in any manner contrary to such By-Laws and rules and regulations. No major or structural changes or alterations shall be made by any unit owner to any of the limited common elements without the prior written approval

of the Association, which approval may be given upon such terms and conditions as the Association deems appropriate.

9. PERCENTAGE OF OWNERSHIP IN COMMON ELEMENTS AND FACILITIES AND LIMITED COMMON ELEMENTS.

Each unit owner shall own an undivided interest in the common elements and facilities and limited common elements as a tenant in common with all other unit owners and, except as otherwise limited in this Declaration, shall have the right to use and occupy the common elements and facilities and limited common elements for all purposes incident to the use and occupancy of his unit as a place of residence, and such other incidental uses permitted by this Declaration, which rights shall be appurtenant to and run with his unit.

The percentage of such undivided interest in the common elements and facilities and limited common elements relating to each unit and its owner for all purposes, including proportionate payment of common expenses, but exclusive of voting, shall be determined by the relation of the square footage of each unit to the total square footage of all units in the Condominium. The percentages for the units in Phase I of VILLAGE GREEN CONDOMINIUM HOMES shall be as follows:

<u>Unit Type</u>	<u>Unit No.</u>	<u>Square Footage</u>	<u>Unit Percentage</u>
6-A	4438	1215	8.3%
6-B	4428	1215	8.3%
6-C	4436	1020	7.0%
6-D	4434	835	5.7%
6-E	4432	835	5.7%
6-F	4430	1020	7.0%
8-A	4415-A	1100	7.5%
8-B	4415-B	1030	7.1%
8-C	4415-C	1030	7.1%
8-D	4415-D	1030	7.1%
8-E	4415-E	1035	7.1%
8-F	4415-F	1035	7.1%
8-G	4415-G	1110	7.5%
8-H	4415-H	1110	7.5%

The percentage of such ownership of the common elements and facilities and limited common elements shall be subject to change and adjustment in the event of annexation of additional properties and improvements to the Condominium, as provided in Section 22 herein, and new percentages shall be shown in any amendment to the Condominium Plat.

The formula for determination of the percentage ownership interests in the common elements for all unit owners upon annexations to the Condominium as set forth in Section 22 herein shall be as follows:

Individual Unit Square Footage divided
by Total Square Footage of All Units
Then in the Condominium shall equal
the Unit Percentage of Undivided
Ownership Interest

All square footages of units for purposes of the foregoing formula shall be determined by Declarant; some percentages may be rounded in order to achieve a total of 100%, but all determinations of the Declarant in these matters shall be final.

10. ASSOCIATION OF UNIT OWNERS.

10.1 Membership, Duties and Obligations. All unit owners shall be entitled and required to be a member of an association of unit owners to be known as Village Green Condominium Homes, Inc. (herein "Association") which shall be responsible for carrying out the purposes of this Declaration, including the exclusive management and control of the common elements and facilities and limited common elements. Such Association shall be incorporated as a non-profit corporation under the laws of the State of Wisconsin. Each unit owner and the occupants of the units shall abide by and be subject to all of the rules, regulations, duties and obligations of this Declaration and the By-Laws and rules and regulations of the Association.

10.2 Voting Rights. Each unit shall be entitled to one (1) vote at meetings of the Association. Only one membership and one vote shall exist for each unit; if title to a unit is held by more than one person, the membership related to that unit shall be shared by such owners in the same proportionate interests and by the same type of tenancy in which title to the unit is held. Voting rights may not be split, and shared membership interests must be voted pursuant to the designation contained in the Membership List maintained pursuant to the By-Laws. The Declarant shall be entitled to cast the votes pertaining to any unit or units declared as a part of the condominium but not yet constructed until such time as the respective units are constructed and sold by Declarant or its successors or assigns.

The respective rights, qualifications and obligations of the members shall be as set forth in the By-Laws of the Association.

10.3 Declarant Control. Notwithstanding any other provisions herein contained, Declarant, its successors and assigns, shall have the right at its option to appoint and remove the members of the Board of Directors and officers of the Association and to amend the By-Laws or rules and regulations of the Association, until the earlier of: (a) ten (10) years from the date of first sale of a unit by Declarant, (b) thirty (30) days after the conveyance of seventy-five percent (75%) of the common element interest to purchasers by Declarant, or (c) until such earlier time as may be determined by Declarant, subject in each case to provisions of the Act. Each owner of a condominium unit in VILLAGE GREEN CONDOMINIUM HOMES shall be deemed by acceptance of any deed to any unit to agree, approve, and consent to the right of Declarant to so control the Association.

10.4 Association Personnel. The Association may obtain and pay for the services of any person or entity to manage its affairs to the extent it deems advisable, and may hire such other personnel as it shall determine to be necessary or advisable for the proper operation of the condominium. The Association may contract for common services or utilities as may be required for each unit.

11. RESIDENTIAL PURPOSE.

All buildings and the units therein contained are intended for and restricted exclusively to residential uses as governed by the terms and conditions contained herein and the By-

Laws of the Association. Notwithstanding the foregoing, the Declarant reserves the right, at its option and in its sole discretion to use and occupy various units, selected by the Declarant, as "model" units and sales office, or to construct a temporary model unit or sales office on the property, until such time as all annexations provided for in Section 22 herein have been completed by Declarant, or until such earlier time as may be determined by Declarant.

12. REPAIRS AND MAINTENANCE.

12.1 *Individual Units.* Each unit owner shall be responsible for keeping the interior of his unit and all of its equipment, fixtures and appurtenances in good order, condition and repair and in a clean and sanitary condition, and shall be responsible for interior decorating, painting and varnishing which may at any time be necessary to maintain the good appearance and condition of his unit, all as is more fully set forth in the By-Laws of the Association. Without in any way limiting the foregoing, in addition to decorating and keeping the interior of the unit in good repair, each unit owner shall be responsible for the maintenance, repair or replacement of any doors and windows (including washing and replacement of broken glass), garage doors, screens and screening, lighting fixtures, refrigerators, ranges, heating and air conditioning equipment, including appurtenant compressor and equipment, plumbing fixtures, dishwashers, disposals, laundry equipment such as washers and dryers, water heaters, interior electrical wiring and fixtures, door bells, or other equipment which may be in, or connect with, the unit or the limited common elements appurtenant to the unit. For purposes of uniformity of external appearance, the Association may specify the type and quality of materials to be used in replacing, repairing, painting or maintaining external fixtures such as entry doors, garage doors, lighting fixtures and other items which may be determined from time to time by the Board of Directors of the Association.

12.2 *Common Elements and Facilities.* The Association shall be responsible for the management and control of the common elements and facilities and limited common elements, and shall cause the same to be kept in good, clean, attractive and sanitary condition, order, and repair. Without in any way limiting the foregoing, this shall include all painting, repair, and maintenance of building exteriors, walls and roofs, garage exteriors, exterior entry doors, balconies and patios, and repair and maintenance of roadways, walks, drives, and surface parking areas as is more fully set forth in the By-Laws. All expenses of maintenance of the common elements and facilities shall be a common expense of the Association.

12.3 *Limited Common Elements.* Each unit owner shall keep the limited common elements appurtenant to his unit, as defined in Section 8 hereof and as described in the Condominium Plat, in a good, clean, sanitary and attractive condition.

12.4 *Prohibition Against Structural Changes by Owner.* A unit owner shall not, without first obtaining the written consent of the Association, make or permit to be made any structural alterations, changes or improvements to his unit, or in or to the exterior of any building or any common or limited common elements and facilities, or make or install any improvements or equipment which may affect other units or the owners of other units. A unit owner shall not perform, or allow to be performed, any act or work which will impair the structural soundness or integrity of any building, or the safety of the property, or impair any easement or hereditament, without the prior written consent of the Association.

12.5 Entry for Repairs. The Association may enter any unit at reasonable times and under reasonable conditions when necessary in connection with any maintenance, construction or repair of public utilities or for any other matters for which the Association is responsible. Such entry shall be made with prior notice to the owners, except in the case of an emergency when injury or property damage will result from delayed entry, and with as little inconvenience to the owners as practical, and any damage caused thereby shall be repaired by the Association and treated as a common expense except as allocable to an individual unit or units in the discretion of the Board of Directors.

12.6 Decorating. Each unit owner shall have the exclusive right to carpet, paint, repaint, tile, panel, paper or otherwise refurbish and decorate the interior surfaces of the walls, ceilings, floors and doors forming the boundaries of his unit and all walls, ceilings, floors and doors within such boundaries, and to erect partition walls of a non-structural nature within his unit.

13. REALLOCATION OF BOUNDARIES.

Unit owners in VILLAGE GREEN CONDOMINIUM HOMES may reallocate unit boundaries between adjoining units upon compliance with the provisions hereof and the Act:

13.1 Written Application. Owners of adjoining units in VILLAGE GREEN CONDOMINIUM HOMES who wish to relocate mutual unit boundaries shall make written application to the President of the Association. The written application shall identify the units involved and shall specify the proposed reallocation of the aggregate undivided interest in the common elements appertaining to the units involved in the reallocation. The application shall also contain a proposed reallocation of the votes in the Association with respect to the units involved in the reallocation for approval by the Board of Directors of the Association.

13.2 Notice and Meeting. Upon receipt of the written application, the President of the Association shall give written notice to all other unit owners advising of the proposed reallocation of boundaries, stating the units involved in the reallocation and the proposed reallocation of votes and undivided ownership interest in the common elements. The notice to unit owners shall be delivered within ten (10) days after the written application is received. The Board of Directors of the Association shall meet to consider the reallocation no earlier than thirty (30) days after the notice is given to the unit owners and no later than sixty (60) days after the written application is received.

13.3 Amendment to Declaration. Upon consideration by the Board of Directors at such meeting, and approval as to the reallocation of votes in the Association and the undivided interest in the common elements with respect to the relocated units, the President shall direct the preparation and execution of appropriate instruments, including an amendment to this Declaration. The amendment shall identify the units involved and shall state that the boundaries between those units are being relocated by agreement of the unit owners thereof. The amendment shall contain words of conveyance between the said unit owners, and shall specify the reallocation of the aggregate undivided ownership interest in the common elements appertaining to the units as relocated, the votes attributable to the relocated units in the Association, the use of limited common elements appurtenant to the relocated units, and a statement that common expenses and special assessments of the Association

shall thereafter be assessed in accordance with the percentage of undivided ownership interest in the common elements appurtenant to the relocated units. Plats and plans showing the relocated boundaries and the dimensions of the units and the identifying unit numbers shall be prepared and certified in accordance with requirements of the Act.

13.4 Effective Date. After appropriate instruments have been prepared and executed by the President and Secretary of the Association, the instruments shall be delivered to the requesting unit owners upon payment by such unit owners of all charges and expenses incurred by the Association for the preparation of such instruments and documents. The reallocation of boundaries and the instruments shall be effective only when signed by the requesting unit owners and recorded with the Register of Deeds for Milwaukee County, Wisconsin. The effective date shall be the date of recording.

13.5 No Subdivision. No unit in VILLAGE GREEN CONDOMINIUM HOMES may be subdivided or separated, except that units which have reallocated boundaries in accordance with the foregoing provisions may thereafter be separated, provided that no resulting unit shall be smaller in square footage or percentage of undivided interest in the common elements than 70% of the unit as originally declared by this Declaration. The procedures for separation of units which have reallocated boundaries shall be as stated in the Act.

14. DESTRUCTION AND RECONSTRUCTION.

In the event of a partial or total damage or destruction of a building or buildings, or any other part of the common elements, such shall be repaired and rebuilt as soon as practicable and substantially to the same design, plan and specifications as originally built, so as to be compatible with the remainder of the condominium, unless in the case of damage or destruction, the repair or reconstruction of which would exceed the sum of \$100,000, by affirmative vote and written consent of at least 75% of the votes in the Association within 90 days of the date of the damage or destruction, it is determined not to rebuild or repair. In such event, the property shall be subject to an action for partition and shall be partitioned pursuant to §703.18 of the Wisconsin Statutes.

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 five percent (5%) from the number of square feet for such unit as originally constructed, and the location of the buildings shall be substantially the same as prior to damage or destruction. The proceeds of any insurance provided by the Association and collected for such damage or destruction shall be available to the Association for the purpose of repair or reconstruction, as provided in Section 15 hereof. The Association shall have the right to levy assessments as a common expense against all unit owners in the event that the proceeds of any insurance collected are insufficient to pay the estimated or actual costs of repair or reconstruction.

15. INSURANCE.

The Board of Directors of the Association shall provide and maintain fire and broad form extended coverage insurance on the buildings and any other common elements and any portion thereof in an amount not less than the full replacement value thereof from time to time. Such insurance shall be obtained in the name of the Association as trustee for each of the unit owners and their respective mortgagees in the percentages established in this

Declaration, as their interests may appear. Premiums shall be a common expense. To the extent possible, the insurance shall provide that the insurer waives its rights of subrogation as to any claim against unit owners, the Association, and their respective servants, agents and guests, and that the insurance cannot be cancelled, invalidated nor suspended on account of conduct of any one or more unit owners, or the Association, or their servants, agents and guests, without thirty (30) days prior written notice to the Association giving it opportunity to cure the defect within that time. The amount of protection and the types of hazards to be covered shall be reviewed by the Board of Directors at least annually and the amount of coverage may be increased or decreased at any time it is deemed necessary as determined by the Board of Directors to conform to the requirements of full insurable value.

In the event of partial or total destruction of a building or buildings and the repair or reconstruction of such building or buildings in accordance with Section 14 hereof, the proceeds of such insurance shall be paid to the Association as trustee to be applied to the cost thereof. If it is determined not to reconstruct or repair, then the insurance proceeds together with the net proceeds of sale, shall be distributed to the unit owners and their mortgagees, if any, as their respective interests may appear, in the manner provided by the Act.

If insurance coverage is available to combine protection for the Association and the unit owner's individual unit, the Board of Directors is hereby given discretionary power to negotiate such combination of insurance protection on an equitable cost-sharing basis under which the unit owner would be assessed individually for the amount of insurance which he directs the Board of Directors to include in such policies for his additional protection. Copies of all such policies shall be provided to each mortgagee. Nothing contained in this paragraph shall be deemed to prohibit any unit owner, at his own expense, to provide any additional insurance coverage on his improvements or on his unit which will not duplicate any insurance provided by the Association of Unit Owners.

The Board of Directors shall also provide public liability insurance covering the common elements and facilities and the limited common elements with respect to all claims commonly insured against in such amounts as may be determined at the discretion of the Board of Directors from time to time. The Board of Directors may also provide workman's compensation insurance, directors' and officers' liability insurance and fidelity bonds on such officers and employees in such amounts and with such coverage as is determined by the Board of Directors to be necessary or advisable from time to time.

16. LIABILITY FOR COMMON EXPENSES.

The costs of administration of the Association, insurance, repair, maintenance and other expenses of the common elements and facilities and limited common elements, including common services provided to the unit owners such as water and sewer, electricity for common areas, trash removal, snow removal, and repair and maintenance of landscaping, streets, walks, drives, and parking areas shall be paid for by the Association. The Association shall make assessments against the unit owners and the units for such common expenses in accordance with the percentage of the undivided interest in the common and limited common elements and facilities relating to each unit, in the manner provided in the By-Laws of the Association. No unit owner may exempt himself or his unit ownership from liability for his contribution toward the common expenses by waiver of the use or enjoyment of any of the common or limited common elements and facilities or services or by abandonment of his unit; and no conveyance shall relieve the unit owner-grantor or his unit of such liability, and

he shall be jointly, severally and personally liable along with his grantee in any such conveyance for the common expenses incurred up to the date of sale, until all expenses charged to his unit have been paid.

All assessments, when due, shall immediately become a personal debt of the unit owner and also a lien, until paid, against the unit to which charged, as provided in the Act. Assessments shall be made against the unit owners and the units at the beginning of each fiscal year of the Association to meet estimated common expenses of the Association for the ensuing year; however, if prorated and paid monthly, the assessments shall not be considered due until the respective installment payment dates. In the event of delinquency in payment, the Association may accelerate annual assessments remaining unpaid with respect to such delinquent unit for purposes of collection or foreclosure action by the Association.

17. PARTITION OF COMMON ELEMENTS PROHIBITED.

There shall be no partition of the common elements and facilities and limited common elements through judicial proceedings or otherwise, except as otherwise provided in this Declaration, until this Declaration is terminated and the property is withdrawn from its terms or from the terms of the applicable statutes regarding unit ownership or condominium ownership; provided, however, that if any unit shall be owned by two or more co-owners as tenants in common or as joint tenants, nothing contained herein shall be deemed to prohibit a voluntary or judicial partition of said single unit as between such co-owners. No unit may be subdivided or separated, except as provided in Section 13 herein.

18. CONVEYANCE TO INCLUDE INTERESTS IN COMMON ELEMENTS AND FACILITIES AND LIMITED COMMON ELEMENTS.

The percentage of the undivided interest in the common and limited common elements and facilities shall not be separated from the unit to which it appertains. No unit owner shall execute any deed, mortgage, lease or other instrument affecting title to such unit ownership without including therein both his interest in the unit and his corresponding percentage of ownership in the common and limited common elements and facilities, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, lease or other instrument purporting to affect the one without including also the other shall be deemed and taken to include the interest so omitted even though the latter is not expressly mentioned or described therein.

19. EASEMENTS, RESERVATIONS AND ENCROACHMENTS.

19.1 Utilities. Easements are hereby declared and granted for the benefit of the unit owners and the Association and reserved for the benefit of the Declarant for utility purposes, including the right to install, lay, maintain, repair and replace water mains and pipes, sewer lines, gas mains, telephone wires and equipment, master television antenna system wires and equipment, and electrical conduits and wires and equipment, including power transformers, over, under, along and on any part of the common elements and facilities, to service the condominium property or the property described in Section 22 herein.

19.2 Encroachments. In the event that by reason of the construction, reconstruction, settlement, or shifting of any building, or the design or construction of any unit, any part of the common elements and facilities, or limited common elements, encroaches or

shall hereafter encroach upon any part of any unit, or any part of any unit encroaches or shall hereafter encroach upon any part of the common elements and facilities, or limited common elements, or any portion of any unit encroaches upon any part of any other unit, valid easements for the maintenance of such encroachment are hereby established and shall exist for the benefit of such unit so long as all or any part of the building containing such unit shall remain standing, and unit and common element boundaries shall be as provided in the Act. Provided, however, that in no event shall a valid easement for any encroachment be created in favor of the owner of any unit or in favor of the owner or owners of the common elements or facilities, or limited common elements, if such encroachment occurred due to the willful and knowing conduct of said owner or owners.

19.3 Binding Effect. All easements and rights described in this Section 19 are easements appurtenant, running with the land, and are subject to the reasonable control of the Association. All easements and rights described herein are granted and reserved to, and shall inure to the benefit of and be binding on, the undersigned, its successors and assigns, and on all unit owners, purchasers and mortgagees and their heirs, personal representatives, successors and assigns. The Association or the Declarant shall have the authority to execute and record all documents necessary to carry out the intent of this Section 19.

20. FAILURE OF ASSOCIATION TO INSIST ON STRICT PERFORMANCE NOT WAIVER.

The failure of the Association to insist, in any one or more instances, upon the strict performance of any of the terms, covenants, conditions or restrictions of this Declaration, or to exercise any right or option herein contained, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment for the future of such term, covenant, condition or restriction, but such term, covenant, condition or restriction shall remain in full force and effect. The receipt by the Association of payment of any assessment from a unit owner, with knowledge of the breach of any covenant hereof, shall not be deemed as a waiver of such breach, and no waiver by the Association of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Association.

21. AMENDMENTS TO DECLARATION.

Except as otherwise provided by the Act with respect to termination of the condominium form of ownership, and except as provided in Section 22 herein, this Declaration may be amended with the written consent of not less than seventy-five percent (75%) of the unit owners and mortgagees following the construction and initial sale of all declared condominium units by Declarant. Prior to such time the consent in writing of the Declarant, its successors or assigns, shall also be required. No amendment shall alter or abrogate the rights of Declarant as contained in this Declaration. Copies of amendments shall be certified by the President and Secretary of the Association in a form suitable for recording. A copy of the amendment shall be recorded with the Register of Deeds for Milwaukee County, and a copy of the amendment shall also be mailed or personally delivered to each unit owner at his address on file with the Association.

22. ANNEXATIONS TO VILLAGE GREEN CONDOMINIUM HOMES.

22.1 *Right to Annex.* Declarant hereby reserves the right and option unto itself, its successors or assigns, in its sole discretion, at any time and from time to time within a period of seven (7) years after the date of recording this Declaration in the office of the Register of Deeds for Milwaukee County, Wisconsin, to annex and add to VILLAGE GREEN CONDOMINIUM HOMES, and include as Property subject to this Declaration, in any sequence whatsoever, all or any part of the real estate and improvements described as follows and described as Future Phases in the Condominium Plat attached hereto:

VILLAGE GREEN CONDOMINIUM HOMES — Future Phases

That part of Parcel 1 of Certified Survey Map No. 4082, being a redivision of Parcel 1 of Certified Survey Map No. 2265, together with lands in the SW 1/4 of Section 22, T 6 N, R 21 E, in the City of Greenfield, Milwaukee County, Wisconsin, which is bounded and described as follows: Commencing at the Northwest corner of said 1/4 section: thence North 88° 00' 01" East along the North line of said 1/4 section 1111.38 ft. to a point: thence South 48° 04' 46" West along the Southeasterly line of West Forest Home Avenue 347.78 ft. to a point: thence South 36° 33' 17" West along the Southeasterly line of West Forest Home Avenue 227.34 ft. to a point: thence South 43° 58' 10" East 260.00 ft. to a point: thence North 84° 28' 55" East 54.47 ft. to a point: thence South 05° 31' 05" East 150.00 ft. to the point of beginning of the land to be described: thence continuing South 05° 31' 05" East 679.11 ft. to a point: thence South 87° 38' 32" West 293.45 ft. to a point: thence South 89° 16' 48" West 325.27 ft. to the Southwest corner of said Certified Survey Map No. 2265; thence North 78° 25' 13" West 165.60 ft. to a point: thence North 00° 25' 27" West and parallel to the West line of said 1/4 section 117.00 ft. to a point: thence North 89° 53' 57" West 180.00 ft. to a point, said point being 1391.37 ft. North 00° 25' 57" West and 60.00 ft. South 89° 53' 57" East of the Southwest Corner of said 1/4 section: thence North 36° 33' 17" East along the Southeasterly line of West Forest Home Avenue 438.34 ft. to a point: thence North 53° 26' 43" West 20.00 ft. to a point: thence North 36° 33' 17" East 359.15 ft. to a point: thence South 53° 26' 43" East 227.58 ft. to a point: thence North 84° 28' 55" East 255.72 ft. to the point of beginning. Containing 11.8257 acres of land.

In the event of such annexation, Declarant or its successors or assigns shall be entitled to construct on the property described above and to annex to VILLAGE GREEN CONDOMINIUM HOMES,, and submit to the condominium form of ownership hereunder, a maximum of one hundred twenty-six (126) additional condominium units, or any lesser number, and such facilities or amenities as Declarant, its successors or assigns, may deem appropriate, all of which, if constructed, shall be of generally comparable design, construction, quality and appearance as the original building constructed and submitted to the condominium form of ownership hereunder. Such additional units, at the sole discretion of Declarant, may be in the form of multi-unit buildings containing two to sixteen units per building, generally comparable to the units submitted to the Declaration hereunder. VILLAGE GREEN CONDOMINIUM HOMES may ultimately consist of a residential condominium

of one hundred forty (140) units if all of the Future Phases are annexed to the condominium. All units, unit owners and occupants, and the common and limited common elements and facilities of the said Future Phases, if and when the said Future Phases or a portion thereof is so annexed, shall be in all respects subject to the provisions, restrictions, covenants, terms and conditions of the Act, this Declaration, and the Articles and By-Laws of the Association, and such amendments, restrictions, rules and regulations as may be promulgated thereunder.

22.2 Adjustment to Percentage Ownership in Common Elements. Upon the effective date of any such annexation, or any one in a series of annexations, the percentage of the aggregate undivided interest in the common elements and facilities and limited common elements relating to each unit and its owners, shall be adjusted and reallocated between all unit owners for all purposes, including ownership, common surplus, and the proportionate share of common expenses to be paid by each unit, but exclusive of voting rights, on the basis of the square footage of each unit to the total square footage of all units then subject to this Declaration, including those in the annexation, utilizing the formula set forth in Section 9 herein. Such percentages shall pertain to the prior condominium property as well as the property then annexed and added to VILLAGE GREEN CONDOMINIUM HOMES. Each unit, including units in any annexation, shall be entitled to one (1) vote in the Association per unit.

22.3 Amendments to Declaration. Any such annexation, or series of annexations, shall be accomplished by Declarant in each case through the filing and recording in the office of the Register of Deeds for Milwaukee County, Wisconsin, of (i) an Amendment to this Declaration which shall set forth among other things the legal description of the properties being annexed and added to the condominium, and the new percentage interests and voting rights of the Unit Owners, and (ii) an Amendment to the Condominium Plat which shall include details and information concerning the annexed property as required in the original Condominium Plat, and which Amendments are otherwise in compliance with requirements of the Act. Such Amendments shall be effective as of the date of recording. Such Amendment or Amendments need not be signed by any person or entity other than the Declarant herein, or its successors or assigns. A copy of any Amendment or Amendments shall be mailed or personally delivered to each unit owner at his address on file with the Association. Except as may be required by applicable law and ordinances, there shall be no limitation on the order in which portions of the Future Phases may be annexed to the condominium, or the determination of the boundaries of such future phases and annexed parcels.

22.4 Existing Mortgages. Upon the effective date of any annexation, the interest of any mortgagee of a unit shall attach to the new percentage interest in the common elements appurtenant to the unit upon which the interest of the mortgagee is a lien.

22.5 Failure to Annex. No portion or portions of the Future Phase shall be subject to any of the provisions of the Condominium Instruments unless and until an Amendment to the Declaration is recorded by Declarant annexing such portion or portions to the condominium. Upon the expiration of the said seven-year (7) period, no portions of the Future Phase which have not theretofore been made part of or annexed to the condominium shall thereafter be annexed to the condominium. Nothing contained in this Section 22 shall be deemed to place any obligation on the Declarant, its successors or assigns, with respect to accomplishment of any annexation of the Future Phase, or expansion of VILLAGE GREEN CONDOMINIUM HOMES, nor shall anything contained herein be

deemed to grant or create a right in unit owners under this Declaration with respect to such annexation or expansion.

22.6 Binding Effect. Each unit owner and each mortgagee, grantee, heir, personal representative, successor and assign of such unit owner, by such person's or entity's acceptance of any deed or mortgage or other interest in or with respect to any Unit Ownership, shall be deemed to have expressly agreed and consented to (i) each and all of the provisions of this Section 22, (ii) the recording of each Amendment to the Declaration which may amend and adjust such person's or entity's respective percentage of ownership interest in the aggregate common elements from time to time as provided in this Section 22, and (iii) all of the provisions of each Amendment to condominium declaration which may hereafter be recorded in accordance with the provisions of this paragraph.

22.7 Easements. Declarant expressly declares, reserves and excepts access and development easements across the Phase I lands subject to this Declaration for the benefit of, and as necessary in connection with, the development and use of the Future Phases land owned by the Declarant, its successors and assigns. Included in this reservation are easements for purposes of access and rights-of-way across Phase I for the benefit of Future Phases owned by Declarant, and as may be necessary in connection with development, construction, and sale of Future Phases, which easements shall be effective whether or not the said Future Phases land or any part thereof is ultimately annexed to VILLAGE GREEN CONDOMINIUM HOMES. Each and every owner and occupant of the Future Phases or any part thereof shall have by virtue hereof a non-exclusive easement over, upon, across and through the common elements of VILLAGE GREEN CONDOMINIUM HOMES, for the purpose of reasonable ingress to and egress from and between the Future Phases or any part thereof and all public and private ways which adjoin the property. Each unit owner, by acceptance of any deed to any unit hereunder, shall be deemed to grant to the Declarant, its successors or assigns, an irrevocable Power of Attorney, coupled with an interest, to execute and record all documents and legal instruments necessary to implement the provisions and intent of this paragraph. The easements here reserved shall be continuing covenants running with the land subject hereto, and shall become effective upon the first conveyance of all or any part of the condominium property described in Section 4 above by Declarant, provided such conveyance is pursuant and subject to the Wisconsin Condominium Ownership Act.

23. NOTICES.

All notices and other documents required to be given by this Declaration or the By-Laws of the Association shall be sufficient if given to one (1) registered owner of a unit regardless of the number of owners who have an interest therein. Notices and other documents to be served upon Declarant shall be given to the Agent specified for receipt of process herein. All owners shall provide the Secretary of the Association with an address for the mailing or service of any notice or other documents and the Secretary shall be deemed to have discharged his duty with respect to the giving of notice by mailing it or having it delivered personally to such address as is on file with him.

24. RESIDENT AGENT.

The Resident Agent for the Condominium shall be Kenneth C. Kurtz, 8429 Kenyon Avenue, Wauwatosa, Wisconsin 53226, or such other person or entity as may be designated

from time to time by the Board of Directors of the Association, which designation shall be filed with the Secretary of State of the State of Wisconsin. A designation of a Resident Agent in replacement of said Agent shall be filed by the Association within thirty (30) days after the date Declarant has sold all one hundred forty (140) units in the Condominium, or at such earlier time as may be requested by said Agent. The Association may designate successors to the Resident Agent by affirmative vote of a majority of the unit owners present or represented by proxy at a meeting of the Association at which a quorum is in attendance.

25. MORTGAGEE RIGHTS.

25.1 The holder of any first mortgage or land contract upon a unit in VILLAGE GREEN CONDOMINIUM HOMES ("Mortgagee"), upon the submission of a request to the Association in writing delivered to the Resident Agent as specified herein, shall be entitled to receive notice from the Association of the following matters:

25.1.1 Written notice as to any default or delinquency in the performance by the individual unit owner who is the Mortgagee's mortgagor as to any obligation under the Condominium documents, which default or delinquency is not cured within thirty (30) days after written notice of said default or delinquency by the Association to the said mortgagor;

25.1.2 Written notice of the call of any meeting of the membership or the Board of Directors of the Association to be held for the purpose of considering any proposed Amendment to the Declaration, the Articles of Incorporation of the Association, or the By-Laws of the Association;

25.1.3 Written notice of any damage or destruction to the common elements of the Condominium, including the building structure, fixtures and equipment which are a part of the common elements, which is in an aggregate amount exceeding \$5,000, at such time as such damage or destruction is known to the Board of Directors.

25.2 Except as provided by the Act in the case of damage to or destruction of all or any part of the property, the Association shall not, unless the Mortgagees of at least 75% of the units have given their prior written consent:

25.2.1 Change the undivided percentage interest in the common elements of the Condominium appurtenant to any unit, or the manner of making assessments for common expenses based upon such percentage, except as may be permitted under Section 22 herein in the case of annexations to the Condominium;

25.2.2 Partition or subdivide any unit or common elements of the Condominium, except that with respect to reallocation of boundaries as provided in Section 12 herein, approval of the Mortgagees of all affected units need only be obtained;

25.2.3 By act or omission seek to abandon or terminate the Condominium or encumber or convey any part of the common elements of the Condominium.

26. 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.

27. CAPTIONS.

The captions and section headings herein are inserted only as matters of convenience and for reference, and in no way define nor limit the scope or intent of the various provisions hereof.

28. SEVERABILITY.

The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of the remaining portion of said provision or of any other provision hereof.

IN WITNESS WHEREOF, the said Steele Development Corporation, Declarant, has caused this document to be executed by its duly authorized officers at Greenfield, Wisconsin as of the date first set forth above.

STEELE DEVELOPMENT CORPORATION,
a Wisconsin Corporation

By


Kenneth C. Kurtz

Attest


W. Frank Nelson

AUTHENTICATION

Signatures of Kenneth C. Kurtz and W. Frank Nelson
authenticated this 12th day of April, 1982.


David L. Petersen

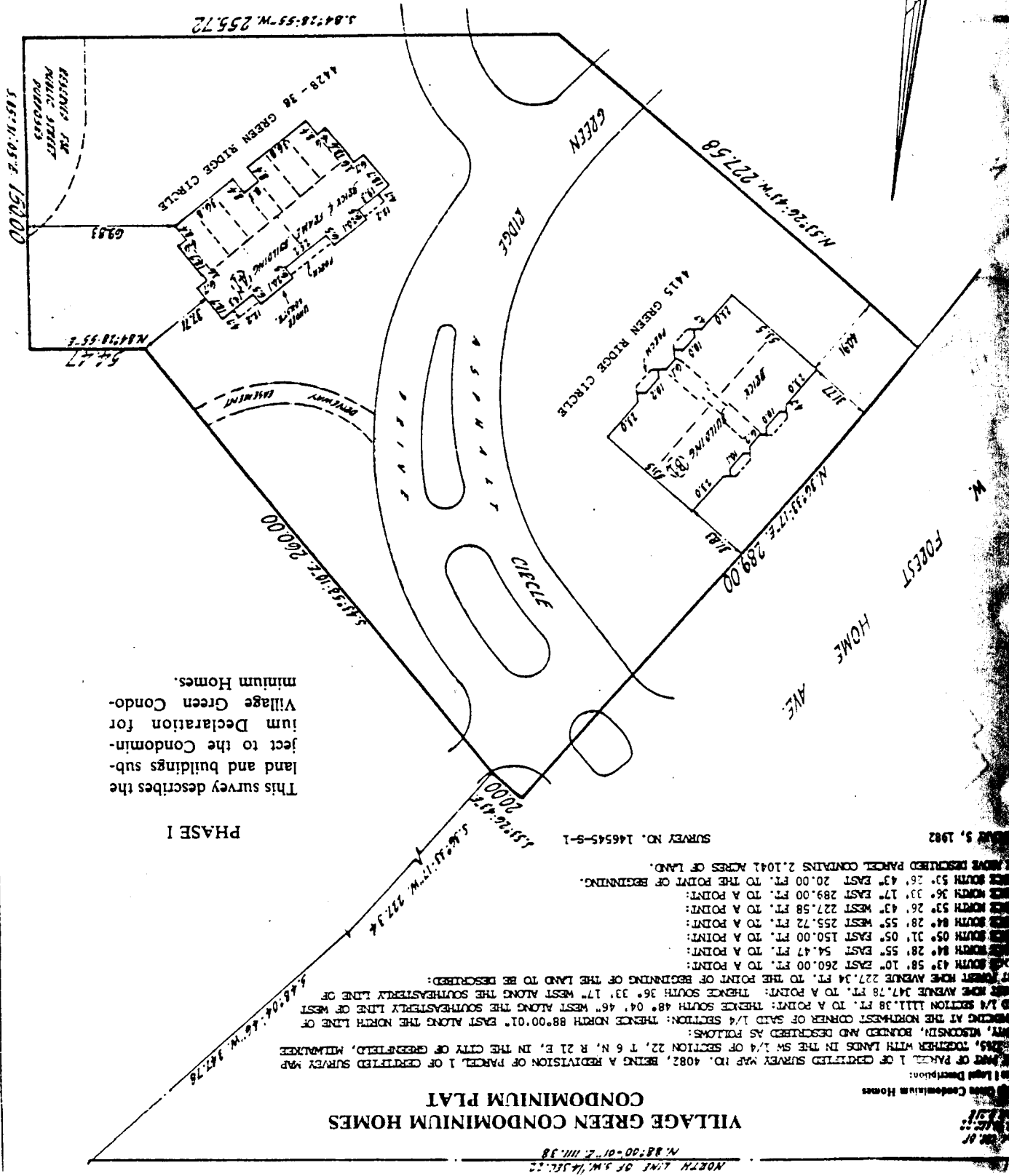
Title: Member, State Bar of Wisconsin

This instrument was drafted by: RETURN TO: DAVID L. PETERSEN
David L. Petersen
Quarles & Brady
780 North Water Street
Milwaukee, Wisconsin 53202 *Box 42*

KENNETH E. BEER, REGISTERED LAND SURVEYOR S 107 (SEAL)

I, KENNETH E. BEER, DO HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THIS SURVEY IS AN ACCURATE REPRESENTATION OF THE EXISTING BOUNDARY LINES AND THE LOCATION OF THE BUILDINGS AND IMPROVEMENTS CONSTRUCTED OR TO BE CONSTRUCTED UPON THE PROPERTY.

THIS CONDOMINIUM PLAT IS A CORRECT REPRESENTATION OF VILLAGE GREEN CONDOMINIUM HOMES AS PROPOSED AT THE DATE HEREOF AND THE IDENTIFICATION AND PROPOSED LOCATION OF EACH UNIT AND THE COMMON ELEMENTS CAN BE DETERMINED FROM THE PLAT. THE COMMON ELEMENTS ARE DEFINED TO BE ALL OF THE CONDOMINIUM PROPERTY EXCEPT 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(S) AND UNITS CONTAINED IN THE PLAT OR THE APPROXIMATE DIMENSIONS OR FLOOR AREAS THEREOF.



This survey describes the land and buildings subject to the Condominium Declaration for Village Green Condominium Homes.

PHASE I

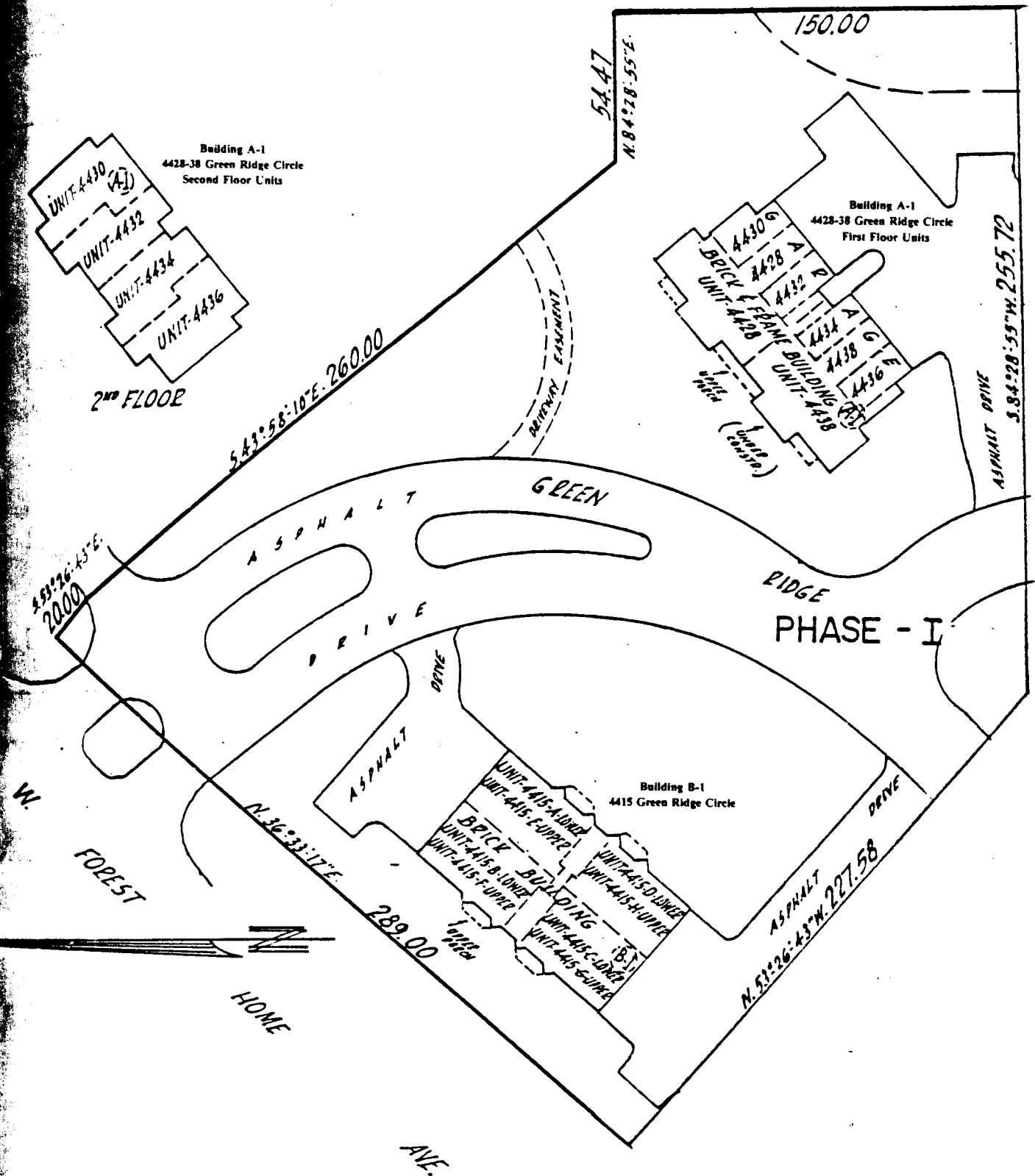
VILLAGE GREEN CONDOMINIUM HOMES CONDOMINIUM PLAT

THE LAND OF PARCEL 1 OF CERTIFIED SURVEY MAP NO. 4082, BEING A REDIVISION OF PARCEL 1 OF CERTIFIED SURVEY MAP NO. 146545-9-1, TOGETHER WITH LANDS IN THE SW 1/4 OF SECTION 22, T 6 N, R 21 E, IN THE CITY OF GREENFIELD, MILWAUKEE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS:

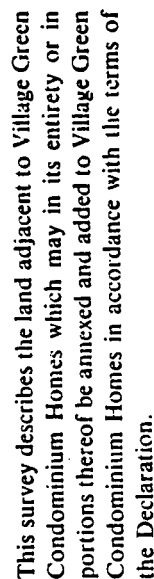
COMMENCING AT THE NORTHWEST CORNER OF SAID 1/4 SECTION; THENCE NORTH 88°00'01\"/>

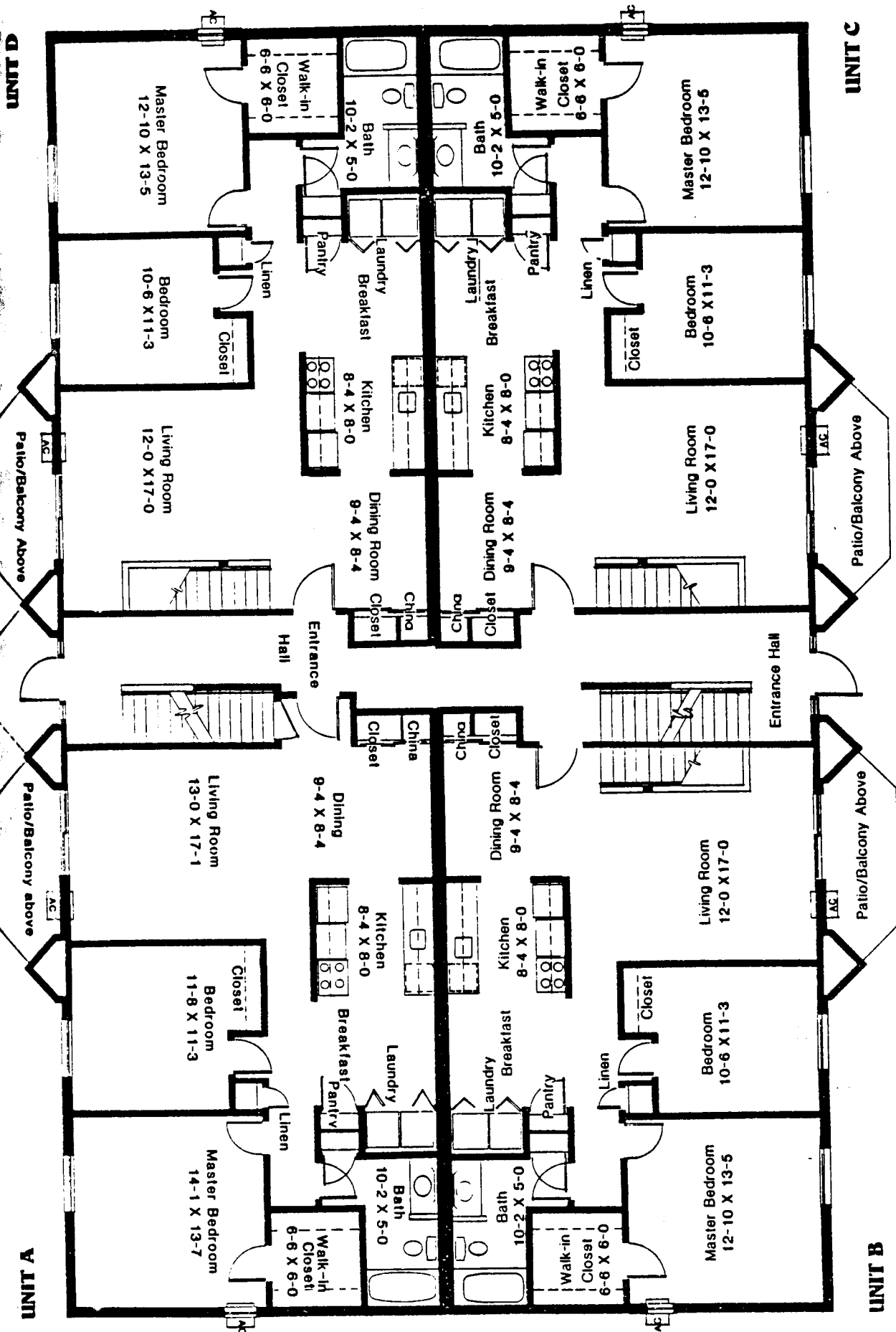
NORTH LINE OF S.W. 1/4 SEC. 22 T. 6 N. R. 21 E. 1/4

VILLAGE GREEN CONDOMINIUM HOMES
PHASE I
SITE PLAN



SITE PLAN



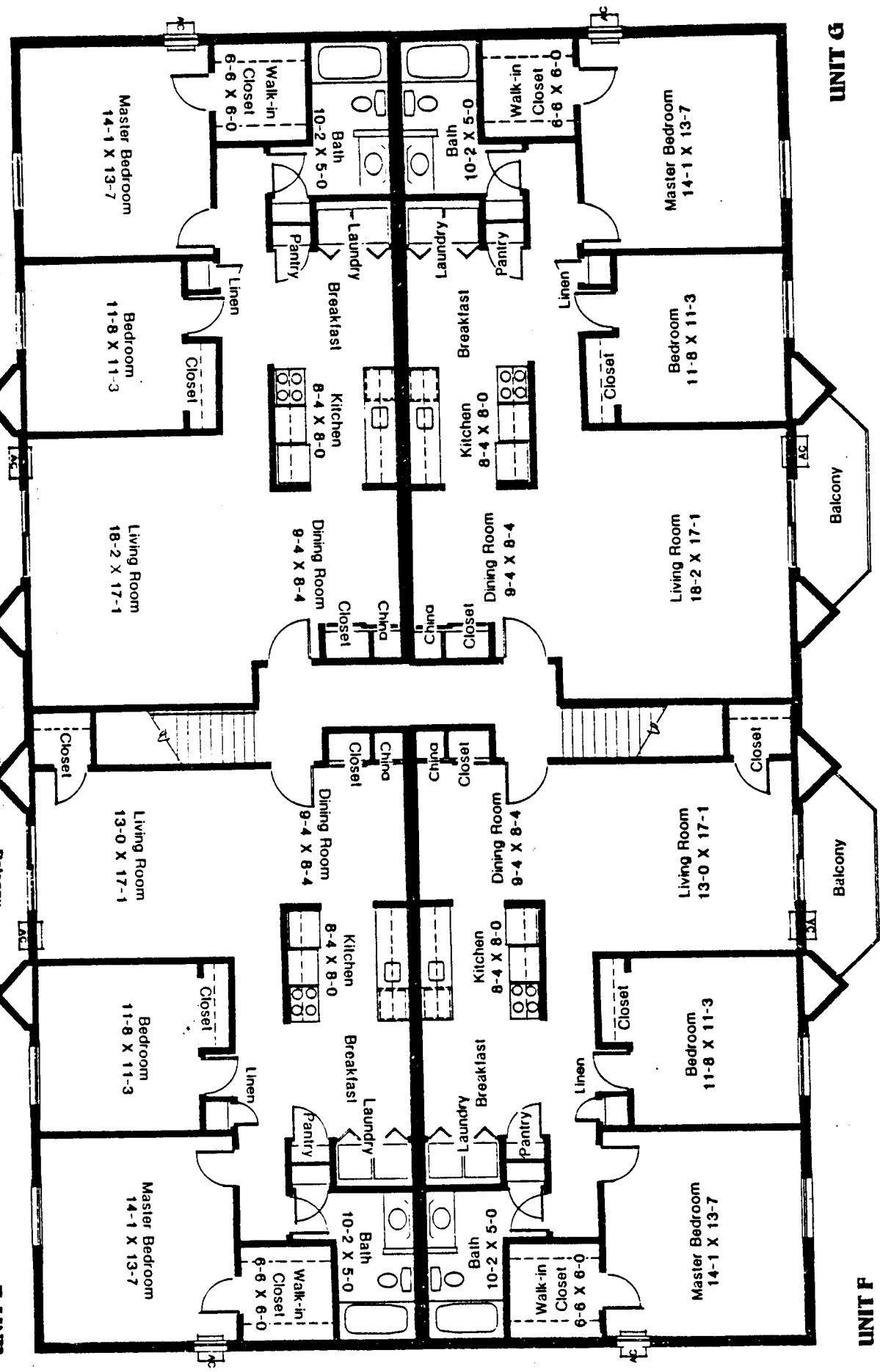


FIRST FLOOR PLAN

4415 South Green Ridge Circle

PLAY HOUSE BUILDING B5
1984

UNIT E

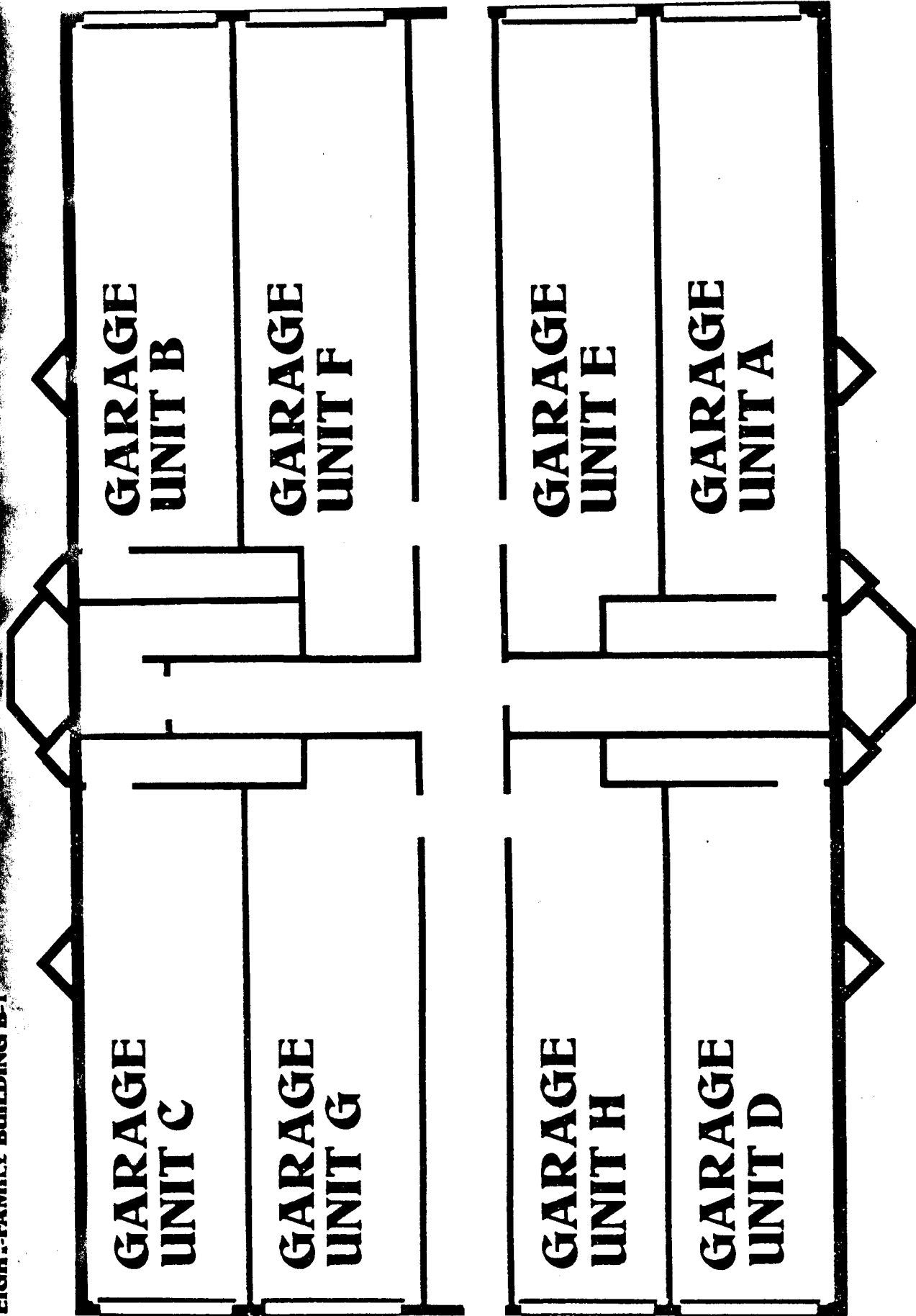


SECOND FLOOR PLAN

1415 South Green Ridge Circle

Except as otherwise indicated, all dimensions are from interior surface of wall to interior surface of wall. All dimensions shown are approximate.

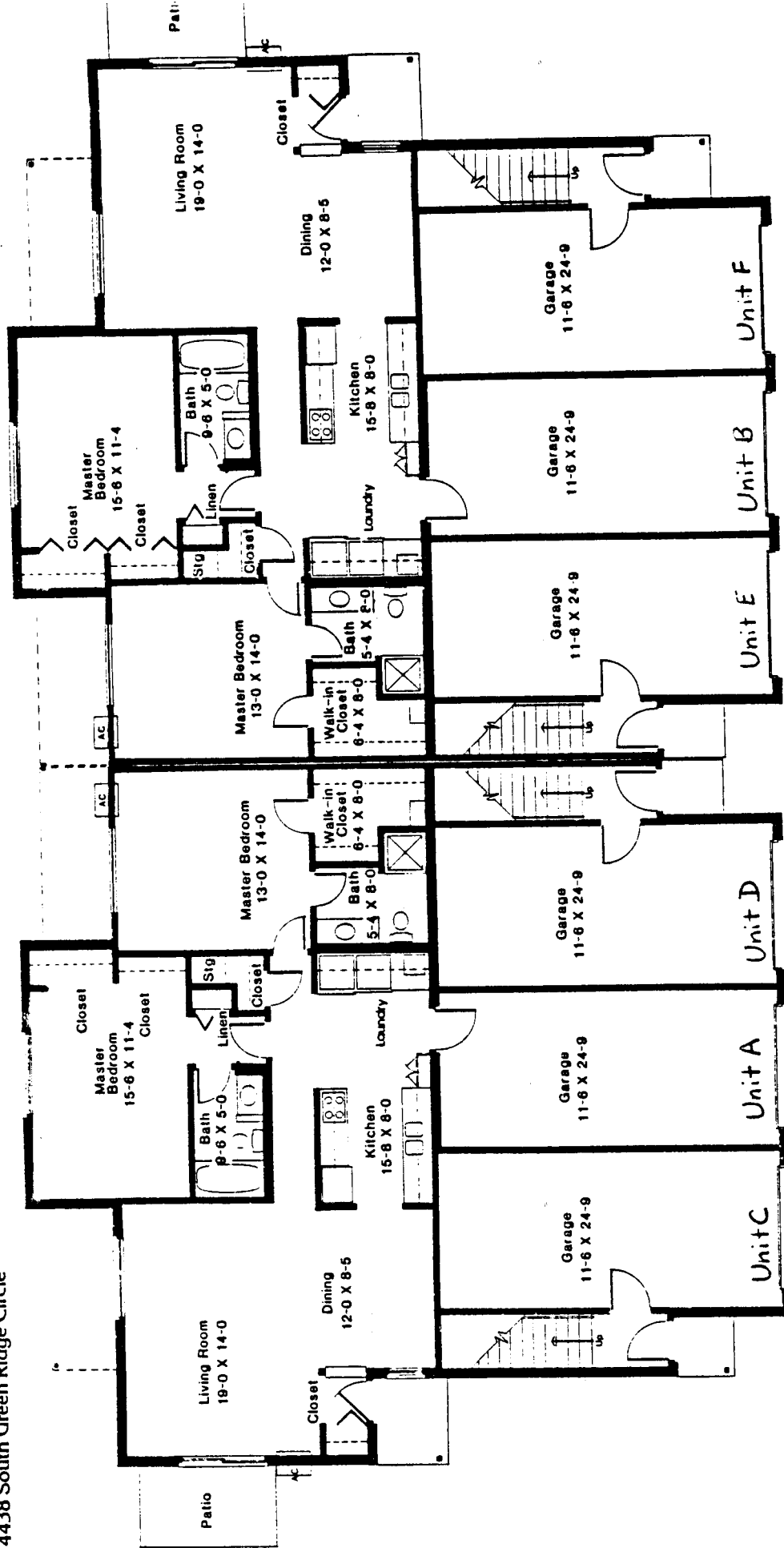
VILLAGE GREEN CONDOMINIUM
PLAN BOOK, PAGE 6
EIGHTH-FAMILY BUILDING B-1



GARAGE LEVEL PLAN
4415 South Green Ridge Circle

UNIT A
 4438 South Green Ridge Circle

UNIT B
 4428 South Green Ridge Circle

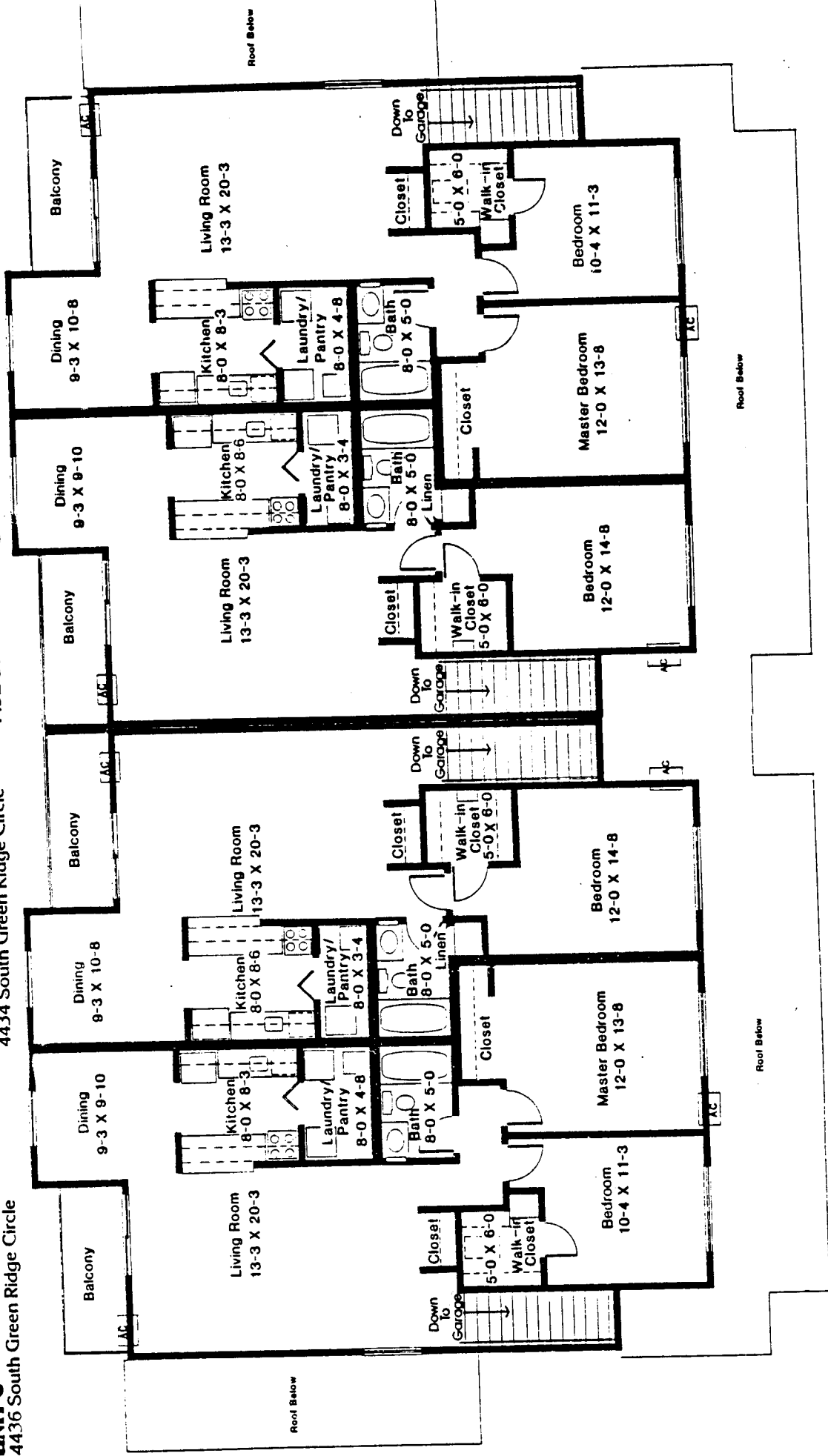


FIRST FLOOR PLAN

Village Green Condominium Homes
 Condominium Plat — Page 7

Except as otherwise indicated, all dimensions are from interior surface of wall. All dimensions shown are approximate.

UNIT C 4436 South Green Ridge Circle
UNIT D 4434 South Green Ridge Circle
UNIT E 4432 South Green Ridge Circle
UNIT F 4430 South Green Ridge Circle



SECOND FLOOR PLAN

163
1502-1038

5592910

REGISTER'S OFFICE
Milwaukee County, Wis. } 88
RECORDED AT 2:25 PM

JAN 31 1983

REEL 1502 IMAGE 1038 to 1049 incl

Michael C. Buehl REGISTER
OF DEEDS

AMENDMENT
TO
CONDOMINIUM DECLARATION
OF
VILLAGE GREEN CONDOMINIUM HOMES
(PHASE II)

.....

THIS AMENDMENT is made this 31st day of January, 1983, by STEELE DEVELOPMENT CORPORATION, a Wisconsin corporation, (hereinafter "Declarant"), pursuant to the Condominium Declaration for VILLAGE GREEN CONDOMINIUM HOMES, recorded on April 16, 1982 in the Office of the Register of Deeds for Milwaukee County, Wisconsin in Reel 1439, Images 223 to 238, inclusive, as Document No. 5535027 (the "Declaration"), and pursuant to the Condominium Ownership Act of the State of Wisconsin, Chapter 703 of the Wisconsin Statutes (hereinafter the "Act").

1. Statement of Declaration.

The purpose of this Amendment is to annex and submit the land hereinafter described and the improvements constructed or to be constructed thereon to the condominium form of ownership as a part of VILLAGE GREEN CONDOMINIUM HOMES in the manner provided by the Act and the Declaration.

Declarant hereby declares that it is the owner of the real property described in Section 2 hereof and shown on pages 1 and 2 of the Condominium Plat (Phase II) attached hereto, together with all buildings and improvements constructed or to be constructed thereon (the "Property"), which are hereby submitted to the condominium form of ownership as a part of VILLAGE GREEN CONDOMINIUM HOMES as provided in the Declaration, and which Property shall be held, conveyed, devised, leased, encumbered, used, improved, and in all respects otherwise affected subject to the provisions, conditions, covenants, restrictions and easements of the Declaration for VILLAGE GREEN CONDOMINIUM HOMES. All provisions hereof and of the Declaration shall be deemed to run with the land described and shall constitute benefits and burdens to the Declarant, its successors and assigns, and to all parties hereafter having any interest in the Property.

2. Legal Description.

The real estate described hereinafter and described as Phase II in the Condominium Plat (Phase II) attached hereto, together with all buildings and improvements constructed or to be constructed thereon, are hereby annexed to VILLAGE GREEN CONDOMINIUM HOMES and are subjected to the provisions of the Declaration. The buildings and units

2700

constructed or to be constructed on the real estate are more fully described in the building and floor plans attached hereto as a part of the Condominium Plat (Phase II), which show the layout, locations, unit numbers, and approximate dimensions of the buildings and units. The real estate subjected to the provisions of the Declaration hereby is described as follows:

Phase II

That part of Parcel I of Certified Survey Map No. 4082, being a redivision of Parcel I of Certified Survey Map No. 2265, together with lands in the SW ¼ of Section 22, T 6 N R 21 E, in City of Greenfield, Milwaukee County, Wisconsin, bounded and described as follows: Commencing at the Northwest corner of said ¼ Section: thence North 88° 00' 01" East along the North line of said ¼ Section 1111.38 ft. to a point: Thence South 48° 04' 46" West along the Southeasterly line of West Forest Home Avenue 347.78 ft. to a point: thence South 36° 33' 17" West along the Southeasterly line of West Forest Home Avenue 227.34 ft. to a point: thence North 53° 26' 43" West 20.00 ft. to a point: thence South 36° 33' 17" West 289.00 ft. to the point of beginning of the lands to be described: thence South 53° 26' 43" East 227.58 ft. to a point: thence North 84° 28' 55" East 255.72 ft. to a point: thence South 05° 31' 05" East 90.00 ft. to a point: thence South 84° 28' 55" West 180.09 ft. to a point: thence Northwesterly 55.26 ft. on the arc of a curve whose center is to the West whose radius is 538.07 ft. and whose chord bears North 04° 23' 49" West 55.24 ft. to a point: thence South 88° 00' 00" West 135.97 ft. to a point: thence South 41° 20' 00" West 92.00 ft. to a point: thence North 53° 26' 43" West 193.83 ft. to a point: thence North 36° 33' 17" East 150.83 ft. to the point of beginning. Containing 1.1547 acres of land.

3. Effect of Annexation.

By this Amendment to the Declaration, two (2) buildings containing or to contain fourteen (14) condominium units are annexed and added to VILLAGE GREEN CONDOMINIUM HOMES, and subjected to the Declaration. All of the provisions, restrictions, covenants, terms and conditions of the Declaration and the Articles of Incorporation and By-Laws of Village Green Condominium Homes, Inc., and such restrictions, rules and regulations as may be promulgated thereunder, shall be applicable to the Property and units hereby annexed to the condominium.

By reason of this Amendment and the annexation of the said fourteen (14) additional residential units to VILLAGE GREEN CONDOMINIUM HOMES, as of the effective date hereof, the original Declaration is amended in the following respects only:

3.1 *Number of Units.* There are a total of Four (4) main residential buildings in VILLAGE GREEN CONDOMINIUM HOMES, comprising a total of Twenty-eight (28) residential units.

3.2 *Percentage Interest.* The percentage of undivided ownership interest in the common elements and facilities and limited common elements appurtenant to each unit and its owner for all purposes, including proportionate payment of common expenses, but exclusive of voting, is determined in accordance with provisions of the Declaration, and as of the effective date of this Amendment shall be as follows:

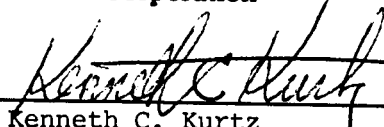
	<u>Unit Type</u>	<u>Unit No.</u>	<u>Square Footage</u>	<u>Unit Percentage</u>
Phase I	6-A	4438	1215	4.2%
	6-B	4428	1215	4.2
	6-C	4436	1020	3.5
	6-D	4434	835	2.9
	6-E	4432	835	2.9
	6-F	4430	1020	3.5
	8-A	4415-A	1100	3.7
	8-B	4415-B	1030	3.5
	8-C	4415-C	1030	3.5
	8-D	4415-D	1030	3.5
	8-E	4415-E	1035	3.5
	8-F	4415-F	1035	3.5
	8-G	4415-G	1110	3.8
	8-H	4415-H	1110	3.8
Phase II	6-A	4450	1215	4.2%
	6-B	4440	1215	4.2
	6-C	4448	1020	3.5
	6-D	4446	835	2.9
	6-E	4444	835	2.9
	6-F	4442	1020	3.5
	8-A	4417-A	1100	3.7
	8-B	4417-B	1030	3.5
	8-C	4417-C	1030	3.5
	8-D	4417-D	1030	3.5
	8-E	4417-E	1035	3.5
	8-F	4417-F	1035	3.5
	8-G	4417-G	1110	3.8
	8-H	4417-H	1110	3.8

4. Effective Date

The effective date of this Amendment shall be the date it is recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin.

IN WITNESS WHEREOF, this Amendment has been executed by duly authorized officers of Steele Development Corporation, Declarant, as of the date first set forth above.

STEELE DEVELOPMENT CORPORATION,
a Wisconsin Corporation

By 
Kenneth C. Kurtz

Attest 
W. Frank Nelson

AUTHENTICATION

Signatures of Kenneth C. Kurtz and W. Frank Nelson
authenticated this 31st day of January, 1983.


David L. Petersen
Title: Member, State Bar of Wisconsin

This instrument was drafted by:
David L. Petersen
Quarles & Brady
780 North Water Street
Milwaukee, Wisconsin 53202

→
Return to:

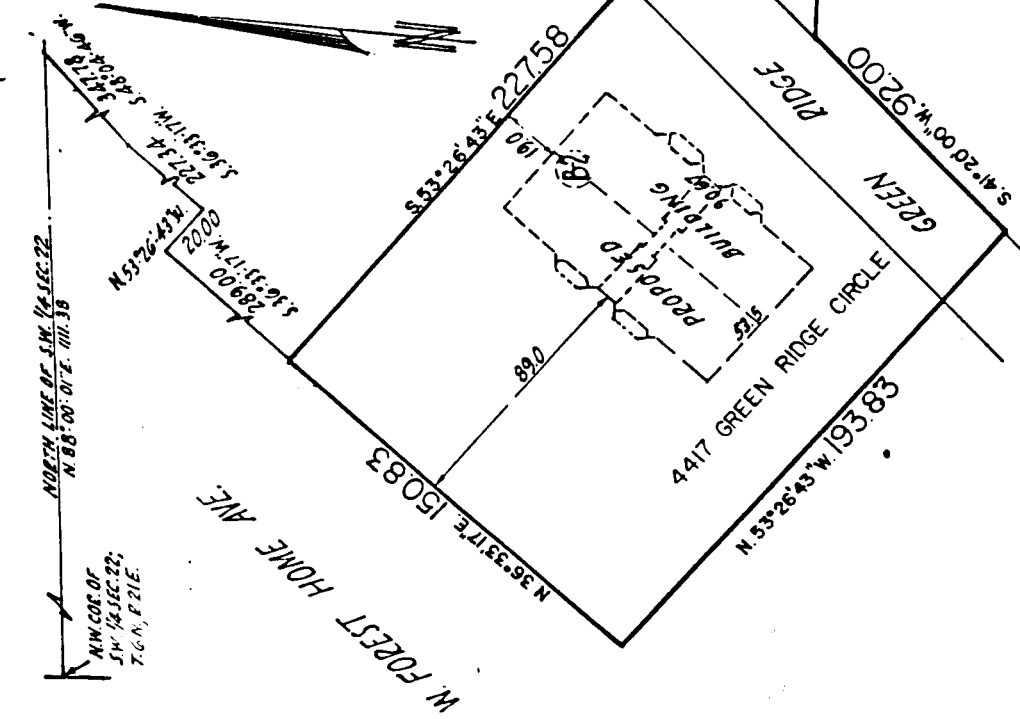
THAT PART OF PARCEL 1 OF CERTIFIED SURVEY MAP NO. 4082, BEING A REDIVISION OF CERTIFIED SURVEY MAP NO. 2265, TOGETHER WITH LANDS IN THE SW 1/4 OF SECTION 22, T 6N R 21 E, IN CITY OF GREENFIELD, MILWAUKEE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID 1/4 SECTION; THENCE NORTH 88° 00' 01" EAST ALONG THE NORTH LINE OF SAID 1/4 SECTION 111.38 FT. TO A POINT; THENCE SOUTH 48° 04' 46" WEST ALONG THE SOUTHEASTERLY LINE OF THE SOUTHEASTERLY LINE OF WEST 147.78 FT. TO A POINT; THENCE SOUTH 36° 33' 17" WEST ALONG THE SOUTHEASTERLY LINE OF WEST FOREST HOME AVENUE 227.34 FT. TO A POINT; THENCE NORTH 53° 26' 43" WEST 289.00 FT. TO A POINT; THENCE SOUTH 36° 33' 17" WEST 227.58 FT. TO A POINT; THENCE NORTH 84° 28' 55" EAST 255.72 FT. TO A POINT; THENCE SOUTH 05° 31' 05" EAST 90.00 FT. TO A POINT; THENCE SOUTH 84° 28' 55" WEST 180.09 FT. TO A POINT; THENCE NORTHWESTERLY 55.26 FT. ON THE ARC OF A CURVE WHOSE CENTER IS TO THE WEST WHOSE RADIUS IS 538.07 FT. AND WHOSE CHORD BEARS NORTH 04° 23' 49" WEST 55.24 FT. TO A POINT; THENCE SOUTH 88° 00' 00" WEST 135.97 FT. TO A POINT; THENCE SOUTH 41° 20' 00" WEST 92.00 FT. TO A POINT; THENCE NORTH 53° 26' 43" WEST 193.83 FT. TO A POINT; THENCE NORTH 36° 33' 17" EAST 150.83 FT. TO THE POINT OF BEGINNING. CONTAINING 1.1547 ACRES OF LAND.

SEPTEMBER 21, 1982

SUPPLY NO. 146545-S-2

PHASE II

This survey describes land and buildings subject to the Condominium Declaration for Village Green Condominium Homes.



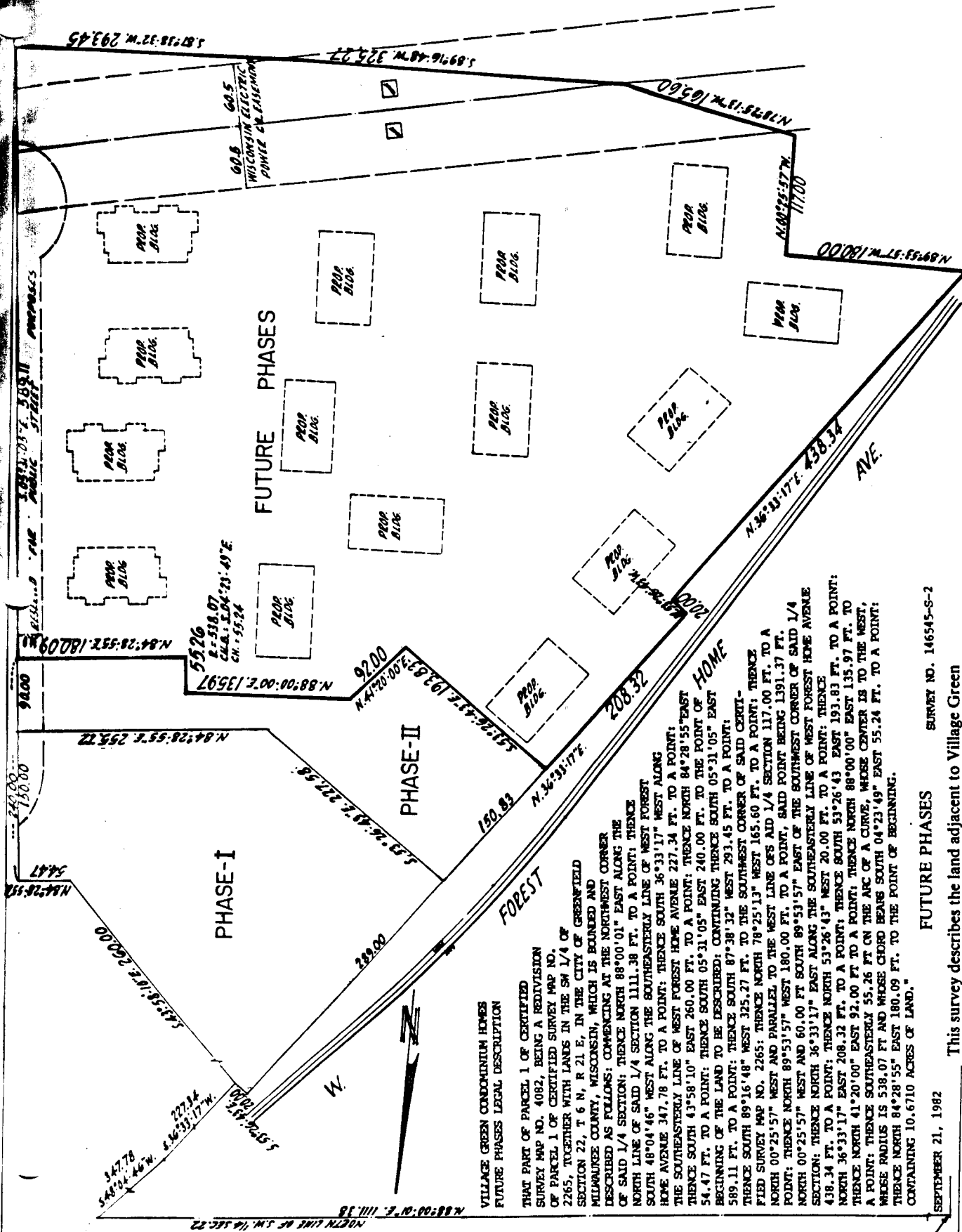
I, KENNETH E. BERKE, DO HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THIS SURVEY IS AN ACCURATE REPRESENTATION OF THE EXTERIOR BOUNDARY LINES AND THE LOCATION OF THE BUILDINGS AND IMPROVEMENTS CONSTRUCTED OR TO BE CONSTRUCTED UPON THE PROPERTY.

THIS CONDOMINIUM PLAT IS A CORRECT REPRESENTATION OF VILLAGE GREEN CONDOMINIUM HOMES AS PROVIDED AT THE DATE HEREOF AND THE IDENTIFICATION AND PROPOSED LOCATION OF EACH UNIT AND THE COMMON ELEMENTS CAN BE DETERMINED FROM THE PLAT. THE COMMON ELEMENTS ARE DEFINED TO BE ALL OF THE CONDOMINIUM PROPERTY EXCEPT THE INDIVIDUAL UNITS DESCRIBED IN THIS PLAT. THE UNDERSIGNED SURVEYOR MAKES NO CERTIFICATION AS TO THE ACCURACY OF DIAGRAMMATIC FLOOR PLANS OF THE CONDOMINIUM BUILDING(S) AND UNITS CONTAINED IN THE PLAT OR THE APPROXIMATE DIMENSIONS OR FLOOR AREAS THEREOF.

Kenneth E. Burke
 KENNETH E. BERKE, REGISTERED WISCONSIN LAND SURVEYOR S 107

REF ID: A661043



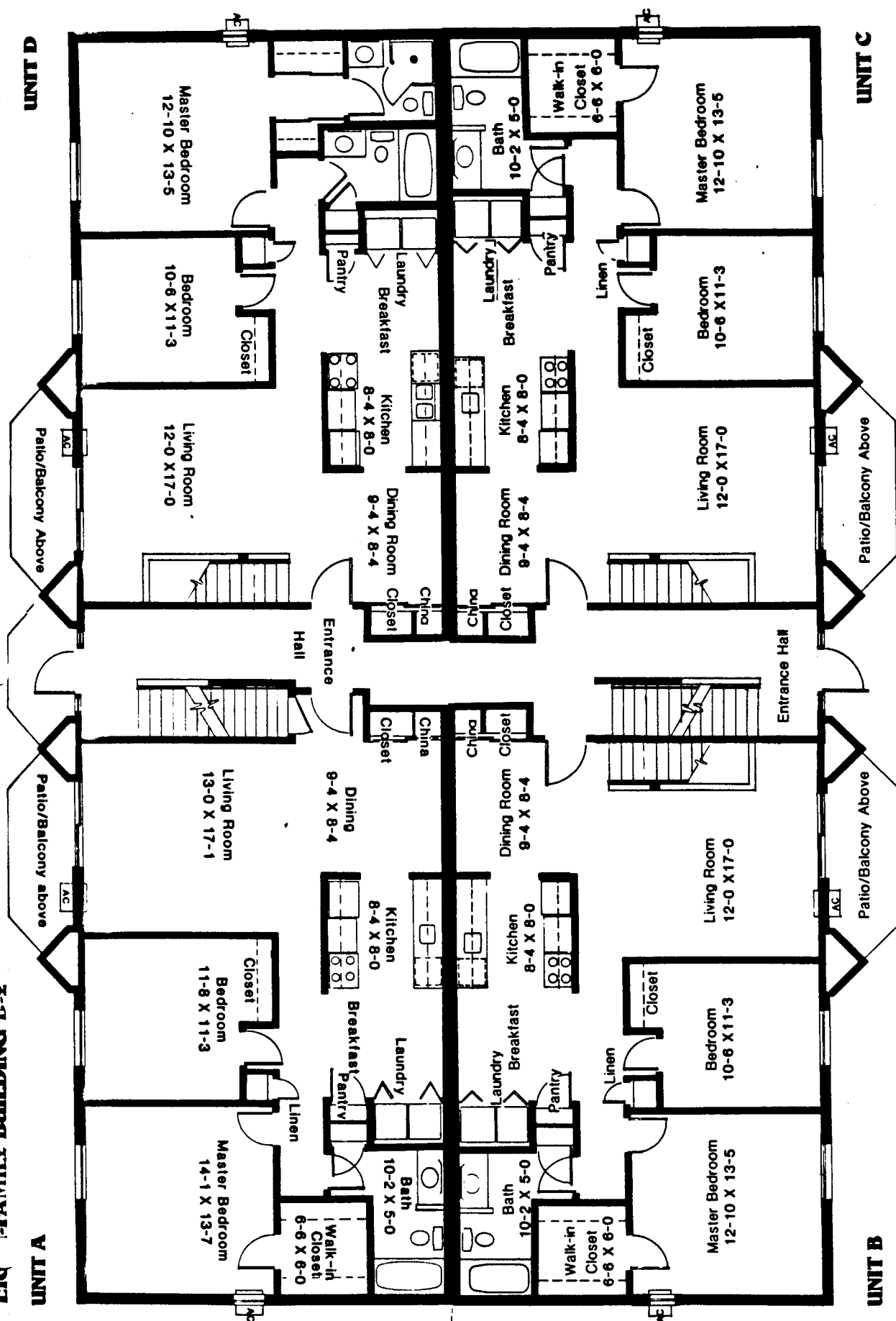


SURVEY NO. 146545-S-2

FUTURE PHASES

This survey describes the land adjacent to Village Green Condominium Homes which may in its entirety or in portions thereof be annexed and added to Village Green Condominium Homes in accordance with the terms of the Declaration.

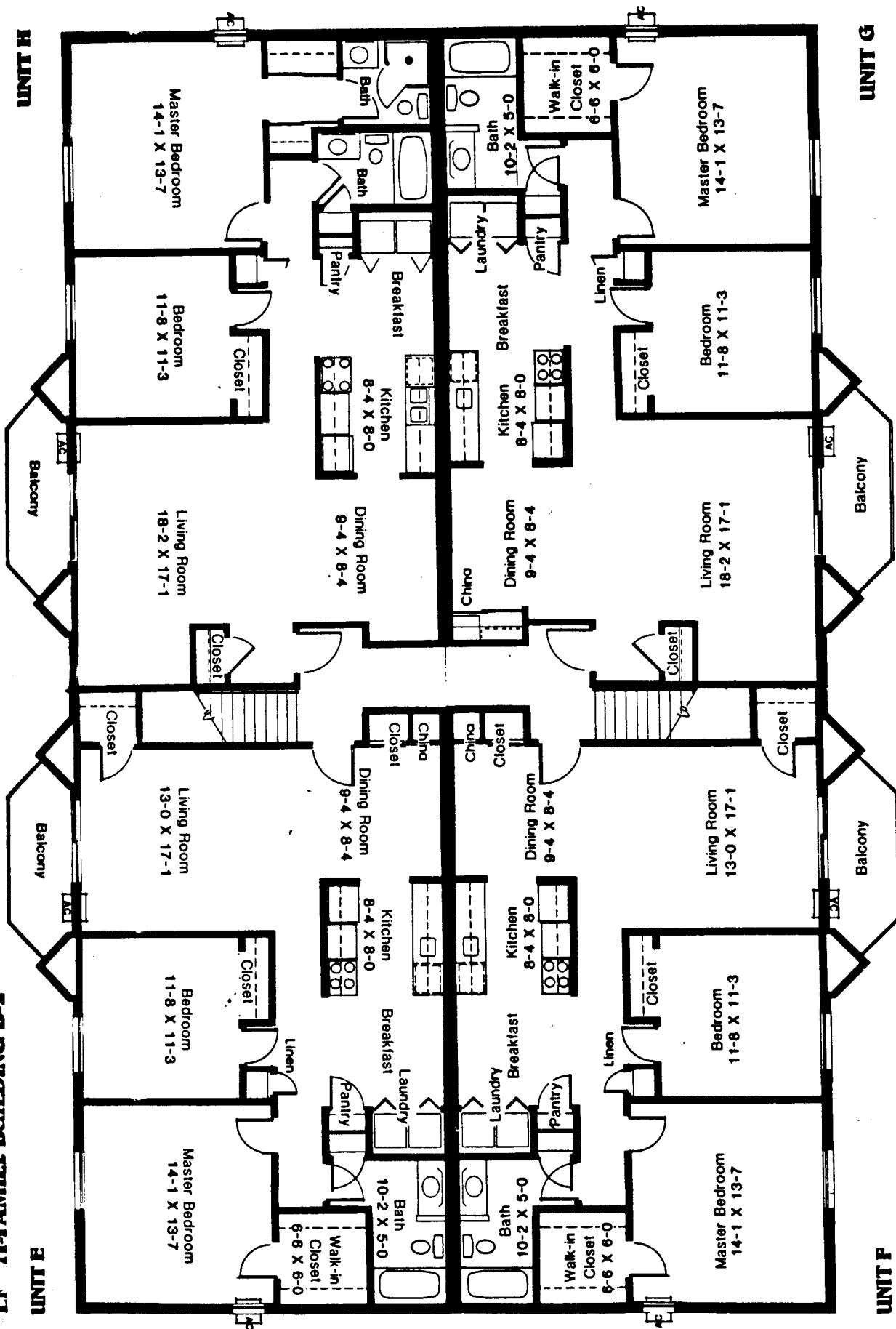
SEPTEMBER 21, 1982



FIRST FLOOR PLAN

4417 Green Ridge Circle

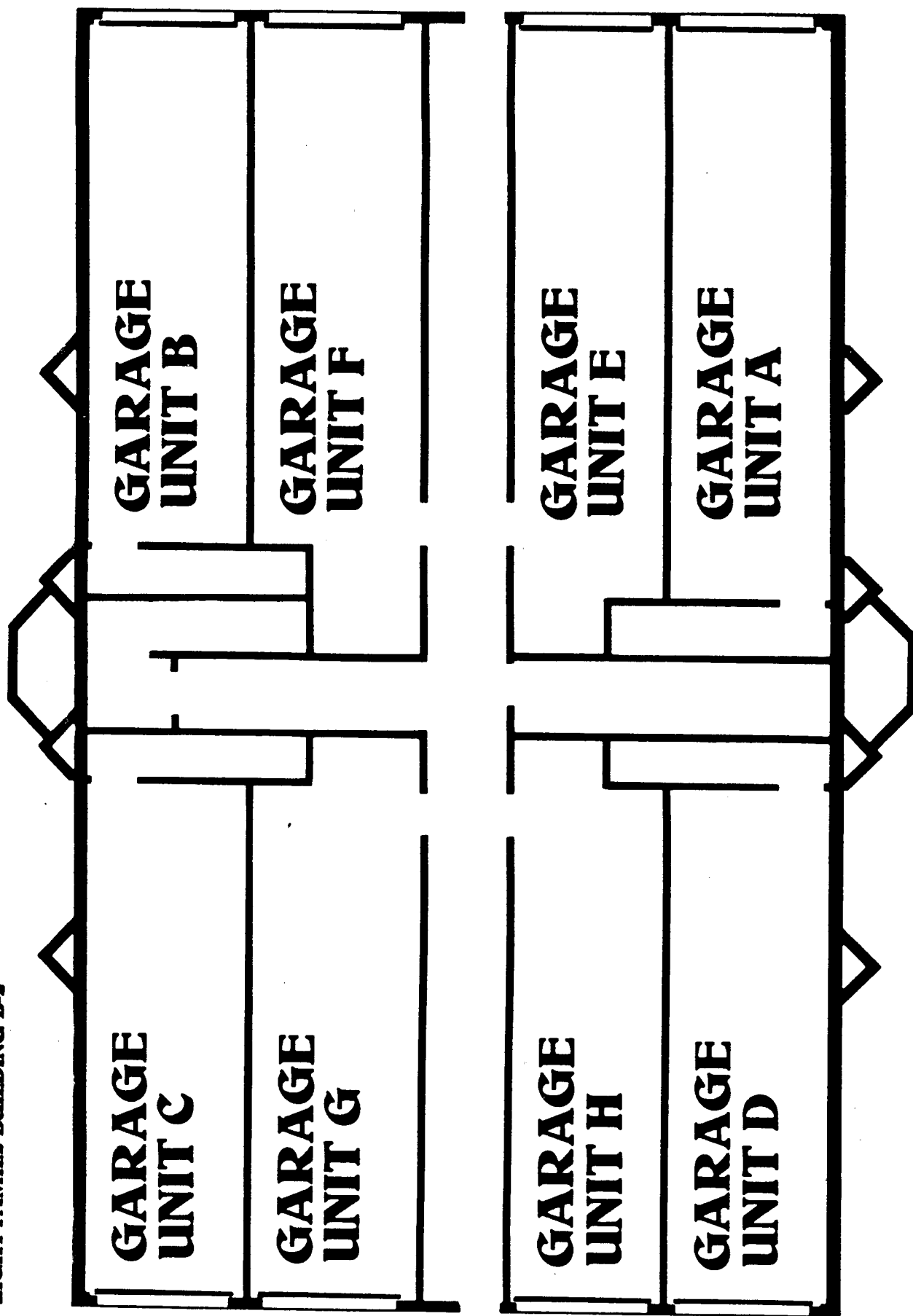
Except as otherwise indicated, all dimensions are from interior surface of wall to interior surface of wall. All dimensions shown are approximate.



SECOND FLOOR PLAN

4417 Green Ridge Circle

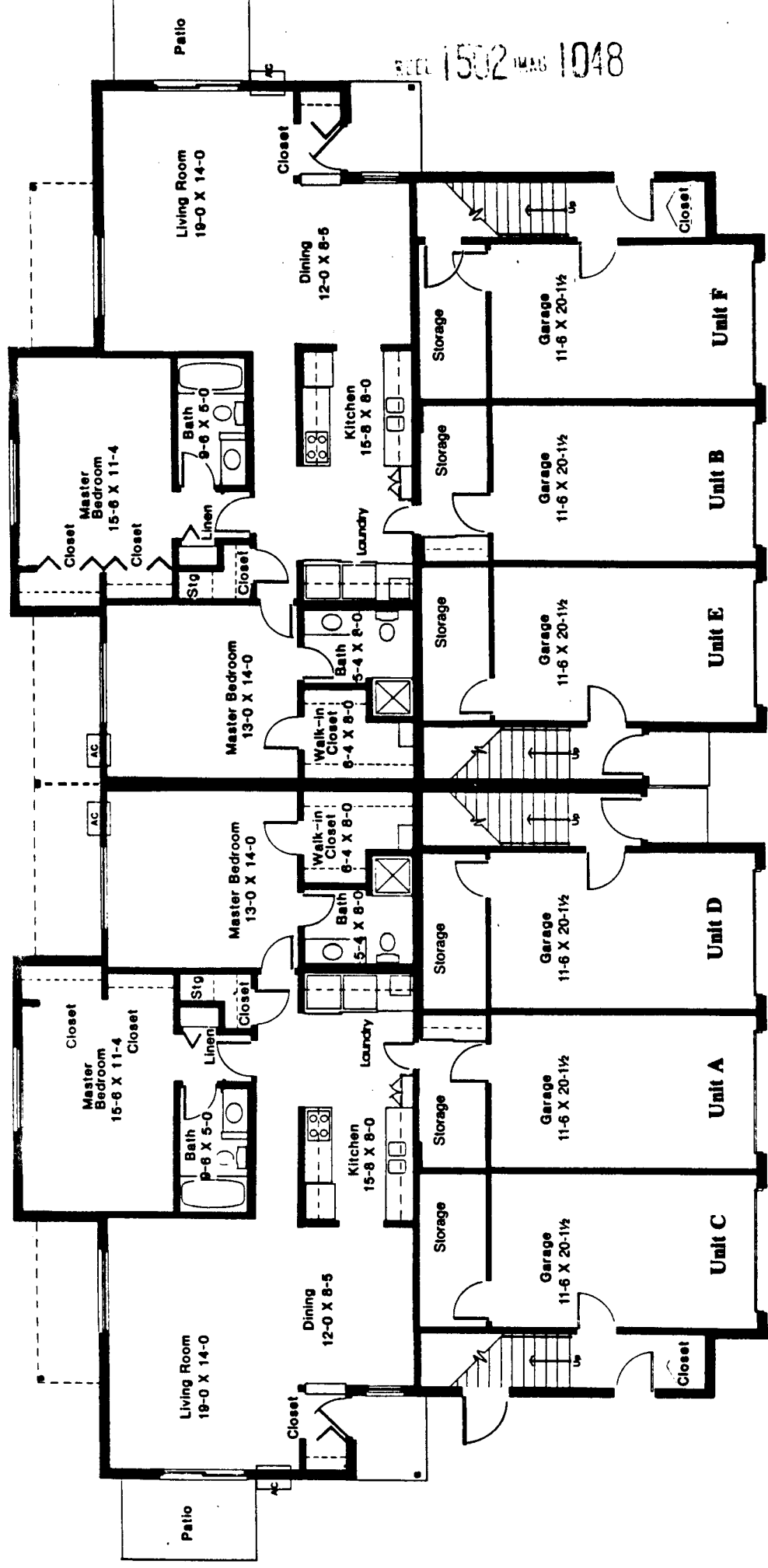
Except as otherwise indicated, all dimensions are from interior surface of wall to interior surface of wall. All dimensions shown are approximate.



GARAGE LEVEL PLAN
4417 Green Ridge Circle

UNIT A
 4450 South Green Ridge Circle

UNIT B
 4440 South Green Ridge Circle



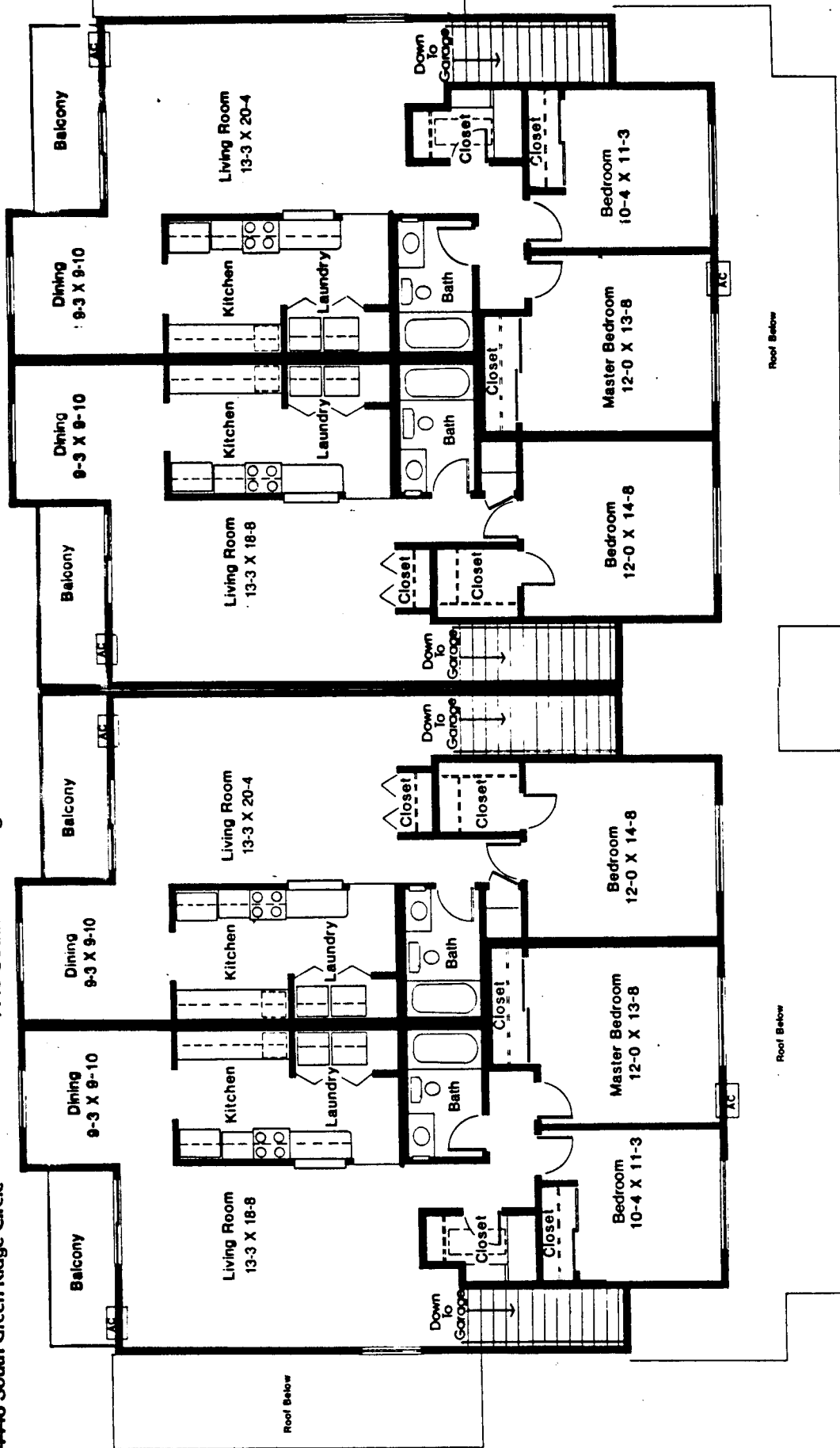
FIRST FLOOR PLAN

UNIT F
 4442 South Green Ridge Circle

UNIT E
 4444 South Green Ridge Circle

UNIT D
 4446 South Green Ridge Circle

UNIT C
 4448 South Green Ridge Circle



SECOND FLOOR PLAN

165
168 ✓ 12

**AMENDMENT
TO
CONDOMINIUM DECLARATION
OF
VILLAGE GREEN CONDOMINIUM HOMES
(PHASE III)**

5645644
REGISTER'S OFFICE } SS
Milwaukee County, WI }
RECORDED AT 8 00 PM
AUG 22 1983 746 1/2
REEL 1559 IMAGE 767 incl
REGISTER
OF DEEDS

.....

THIS AMENDMENT is made this 22nd day of August, 1983, by STEELE DEVELOPMENT CORPORATION, a Wisconsin corporation, (hereinafter "Declarant"), pursuant to the Condominium Declaration for VILLAGE GREEN CONDOMINIUM HOMES, recorded on April 16, 1982 in the Office of the Register of Deeds for Milwaukee County, Wisconsin in Reel 1439, Images 223 to 238, inclusive, as Document No. 5535027 as amended by Amendment recorded on January 31, 1983 in the Office of the Register of Deeds for Milwaukee County, Wisconsin in Reel 1502, Images 1038 to 1049, inclusive, as Doc. No. 5592910, (the "Declaration"), and pursuant to the Condominium Ownership Act of the State of Wisconsin, Chapter 703 of the Wisconsin Statutes (hereinafter the "Act").

1. Statement of Declaration.

The purpose of this Amendment is to annex and submit the land hereinafter described and the improvements constructed or to be constructed thereon to the condominium form of ownership as a part of VILLAGE GREEN CONDOMINIUM HOMES in the manner provided by the Act and the Declaration.

Declarant hereby declares that it is the owner of the real property described in Section 2 hereof and shown on pages 1 and 2 of the Condominium Plat (Phase III) attached hereto, together with all buildings and improvements constructed or to be constructed thereon (the "Property"), which are hereby submitted to the condominium form of ownership as a part of VILLAGE GREEN CONDOMINIUM HOMES as provided in the Declaration, and which Property shall be held, conveyed, devised, leased, encumbered, used, improved, and in all respects otherwise affected subject to the provisions, conditions, covenants, restrictions and easements of the Declaration for VILLAGE GREEN CONDOMINIUM HOMES. All provisions hereof and of the Declaration shall be deemed to run with the land described and shall constitute benefits and burdens to the Declarant, its successors and assigns, and to all parties hereafter having any interest in the Property.

2. Legal Description.

The real estate described hereinafter and described as Phase III in the Condominium Plat (Phase III) attached hereto, together with all buildings and improvements constructed or to be constructed thereon, are hereby annexed to VILLAGE GREEN CONDOMINIUM HOMES and are subjected to the provisions of the Declaration. The buildings and units constructed or to be constructed on the real estate are more fully described in the building

JUL-22-83 2 58 9 45 5645644 0 06 REC *41.20

and floor plans attached hereto as a part of the Condominium Plat (Phase III), which show the layout, locations, unit numbers, and approximate dimensions of the buildings and units. The real estate subjected to the provisions of the Declaration hereby is described as follows:

Phase III

That part of Parcel 1 of Certified Survey Map No. 4082, being a redivision of Parcel 1 of Certified Survey Map No. 2265, together with lands in the SW ¼ of Section 22, T 6 N, R 21 E, in the City of Greenfield, Milwaukee County, Wisconsin, which is bounded and described as follows:

Commencing at the Northwest corner of said ¼ section; thence North 88° 00' 01" East along the North line of said ¼ section 1111.38 ft. to a point; thence South 48° 04' 46" West along the Southeasterly line of West Forest Home Avenue 347.78 ft. to a point; thence South 36° 33' 17" West along the Southeasterly line of West Forest Home Avenue 227.34 ft. to a point; thence North 53° 26' 43" West 20.00 ft. to a point; thence South 36° 33' 17" West 439.83 ft. to the point of beginning of the lands to be described; thence South 53° 26' 43" East 193.83 ft. to a point; thence North 41° 20' 00" East 92.00 ft. to a point; thence North 88° 00' 00" East 135.97 ft. to a point; thence Southerly 55.26 ft. on the arc of a curve whose center is to the West, whose radius is 538.07 ft. and whose chord bears South 04° 23' 49" East 55.24 ft. to a point; thence North 84° 28' 55" East 180.09 ft. to a point; thence South 05° 31' 05" East 228.57 ft. to a point; thence South 84° 28' 55" West 197.50 ft. to a point; thence North 05° 31' 05" West 88.74 ft. to a point; thence South 84° 28' 55" West 41.10 ft. to a point; thence Northeasterly 28.89 ft. on the arc of curve whose center is to the East whose radius is 638.72 ft. and whose chord bears North 07° 23' 20" East 28.89 ft. to a point; thence South 88° 00' 00" West 103.00 ft. to a point; thence North 50° 14' 16" West 109.45 ft. to a point; thence South 41° 20' 00" West 66.38 ft. to a point; thence Southwesterly 59.62 ft. on the arc of a curve whose center is to the Southeast whose radius is 387.16 ft. and whose chord bears South 36° 55' 19" West 59.56 ft. to a point; thence North 53° 26' 43" West 184.48 ft. to a point; thence North 36° 33' 17" East 166.83 ft. to the point of beginning. Contains 2.4661 acres of land.

3. Effect of Annexation.

By this Amendment to the Declaration, four (4) buildings containing or to contain twenty-eight (28) condominium units are annexed and added to VILLAGE GREEN CONDOMINIUM HOMES, and subjected to the Declaration. All of the provisions, restrictions, covenants, terms and conditions of the Declaration and the Articles of Incorporation and By-Laws of Village Green Condominium Homes, Inc., and such restrictions, rules and regulations as may be promulgated thereunder, shall be applicable to the Property and units hereby annexed to the condominium.

By reason of this Amendment and the annexation of the said twenty-eight (28) additional residential units to VILLAGE GREEN CONDOMINIUM HOMES, as of the effective date hereof, the original Declaration is amended in the following respects only:

3.1 *Number of Units.* There are a total of eight (8) main residential buildings in VILLAGE GREEN CONDOMINIUM HOMES, comprising a total of fifty-six (56) residential units.

3.2 *Percentage Interest.* The percentage of undivided ownership interest in the common elements and facilities and limited common elements appurtenant to each unit and its owner for all purposes, including proportionate payment of common expenses, but exclusive of voting, is determined in accordance with provisions of the Declaration, and as of the effective date of this Amendment shall be as follows:

	<u>Unit No.</u>	<u>Unit Type</u>	<u>Square Footage</u>	<u>Unit Percentage</u>
Phase I	4438	6-A	1215	2.0%
	4428	6-B	1215	2.0
	4436	6-C	1020	1.7
	4434	6-D	835	1.4
	4432	6-E	835	1.4
	4430	6-F	1020	1.7
	4415-A	8-A	1100	1.9
	4415-B	8-B	1030	1.7
	4415-C	8-C	1030	1.7
	4415-D	8-D	1030	3.5
	4415-E	8-E	1035	1.8
	4415-F	8-F	1035	1.8
	4415-G	8-G	1110	1.9
	4415-H	8-H	1110	1.9
	4450	6-A	1215	2.0%
	4440	6-B	1215	2.0
Phase II	4448	6-C	1020	1.7
	4446	6-D	835	1.4
	4444	6-E	835	1.4
	4442	6-F	1020	1.7
	4417-A	8-A	1100	1.9
	4417-B	8-B	1030	1.7
	4417-C	8-C	1030	1.7
	4417-D	8-D	1030	1.7
	4417-E	8-E	1035	1.8
	4417-F	8-F	1035	1.8
	4417-G	8-G	1110	1.9
	4417-H	8-H	1110	1.9
Phase III	4462	6-A	1287	2.2
	4452	6-B	1287	2.2
	4460	6-C	1044	1.8
	4458	6-D	911	1.5
	4456	6-E	911	1.5
	4454	6-F	1044	1.8
	4512	6-A	1287	2.2
	4502	6-B	1287	2.2
	4510	6-C	1044	1.8
	4508	6-D	911	1.5
	4506	6-E	911	1.5
	4504	6-F	1044	1.8

	<u>Unit No.</u>	<u>Unit Type</u>	<u>Square Footage</u>	<u>Unit Percentage</u>
Phase III	4419-A	8-A	1100	1.9
	4419-B	8-B	1030	1.7
	4419-C	8-C	1030	1.7
	4419-D	8-D	1030	1.7
	4419-E	8-E	1035	1.8
	4419-F	8-F	1035	1.8
	4419-G	8-G	1110	1.9
	4419-H	8-H	1110	1.9
	4447	C8-A	1103	1.7
	4455	C8-B	1103	1.7
	4453	C8-C	1103	1.7
	4445	C8-D	1103	1.7
	4449	C8-E	1135	1.9
	4457	C8-F	1135	1.9
	4451	C8-G	1135	1.9
	4443	C8-H	1135	1.9

4. Effective Date

The effective date of this Amendment shall be the date it is recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin.

IN WITNESS WHEREOF, this Amendment has been executed by duly authorized officers of Steele Development Corporation, Declarant, as of the date first set forth above.

STEELE DEVELOPMENT CORPORATION,
a Wisconsin Corporation

By Kenneth C. Kurtz
Kenneth C. Kurtz, Vice President

Attest Darlene J. Behrens
Darlene J. Behrens, Asst. Secretary

AUTHENTICATION

Signatures of Kenneth C. Kurtz and Darlene J. Behrens
authenticated this 22 day of August, 1983.

David L. Petersen
David L. Petersen
Title: Member, State Bar of Wisconsin

This instrument was drafted by:
David L. Petersen
Quarles & Brady
780 North Water Street
Milwaukee, Wisconsin 53202

Butler

VILLAGE GREEN CONDOMINIUM HOMES
PHASE III
LEGAL DESCRIPTION

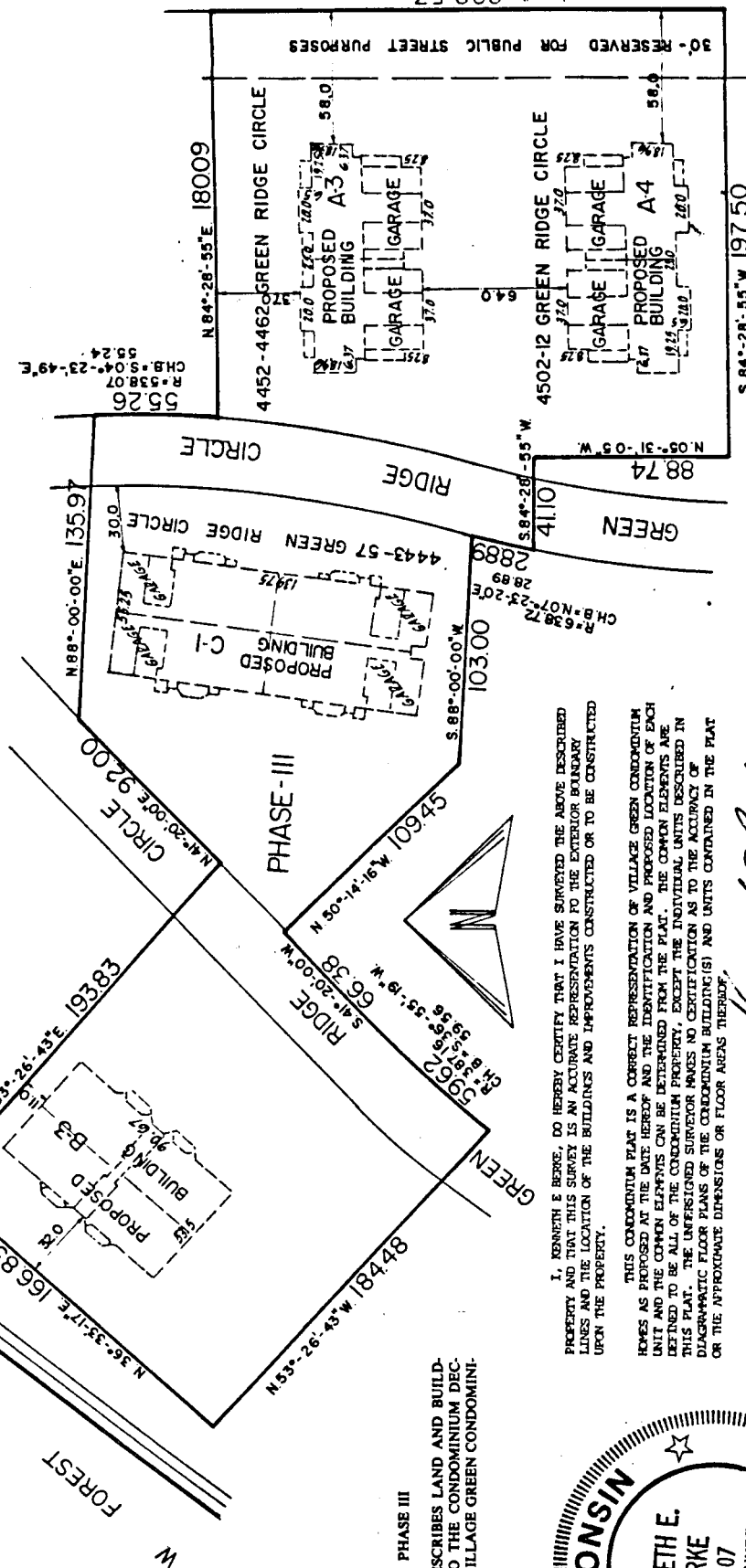
THAT PART OF PARCEL 1 OF CERTIFIED SURVEY MAP NO. 4082, BEING A REDIVISION OF PARCEL 1 OF CERTIFIED SURVEY MAP NO. 2265, TOGETHER WITH LANDS IN THE SW 1/4 OF SECTION 22, T.6 N., R. 21 E., IN THE CITY OF GREENFIELD, MILWAUKEE COUNTY, WISCONSIN, WHICH IS BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID 1/4 SECTION; THENCE NORTH 88° 00' 01" EAST 2.04 FT. TO THE NORTH LINE OF SAID 1/4 SECTION 1111.38 FT. TO A POINT; THENCE SOUTH 48° 04' 46" WEST ALONG THE SOUTHEASTLY LINE OF WEST FOREST HOME AVENUE 147.78 FT. TO A POINT; THENCE SOUTH 36° 33' 17" WEST ALONG THE SOUTHEASTLY LINE OF WEST FOREST HOME AVENUE 227.34 FT. TO A POINT; THENCE NORTH 53° 26' 43" WEST 20.00 FT. TO A POINT; THENCE SOUTH 36° 33' 17" WEST 439.83 FT. TO THE POINT OF BEGINNING OF THE LANDS TO BE DESCRIBED; THENCE SOUTH 53° 26' 43" EAST 193.83 FT. TO A POINT; THENCE NORTH 41° 20' 00" EAST 92.00 FT. TO A POINT; THENCE NORTH 88° 00' 00" EAST 135.97 FT. TO A POINT; THENCE SOUTHERLY 55.26 FT. ON THE ARC OF A CURVE WHOSE CENTER IS TO THE WEST, WHOSE RADIUS IS 538.07 FT. AND WHOSE CHORD BEARS SOUTH 04° 23' 49" EAST 55.24 FT. TO A POINT; THENCE NORTH 84° 28' 55" EAST 180.09 FT. TO A POINT; THENCE SOUTH 05° 11' 05" EAST 228.57 FT. TO A POINT; THENCE SOUTH 84° 28' 55" WEST 197.50 FT. TO A POINT; THENCE NORTH 05° 11' 05" WEST 88.74 FT. TO A POINT; THENCE SOUTH 84° 28' 55" WEST 41.10 FT. TO A POINT; THENCE NORTHEASTERLY 28.89 FT. ON THE ARC OF A CURVE WHOSE CENTER IS TO THE EAST, WHOSE RADIUS IS 638.72 FT. AND WHOSE CHORD BEARS NORTH 07° 23' 20" EAST 28.89 FT. TO A POINT; THENCE SOUTH 88° 00' 00" WEST 103.00 FT. TO A POINT; THENCE NORTH 50° 14' 16" WEST 109.45 FT. TO A POINT; THENCE SOUTH 41° 20' 00" WEST 66.38 FT. TO A POINT; THENCE SOUTHWESTERLY 59.62 FT. ON THE ARC OF A CURVE WHOSE CENTER IS TO THE SOUTHEAST, WHOSE RADIUS IS 387.16 FT. AND WHOSE CHORD BEARS SOUTH 36° 55' 19" WEST 59.56 FT. TO A POINT; THENCE NORTH 53° 26' 43" WEST 184.48 FT. TO A POINT; THENCE NORTH 36° 33' 17" EAST 166.83 FT. TO THE POINT OF BEGINNING.

CONTAINS 2.4661 ACRES OF LAND.

AUGUST 16, 1983

SURVEY NO. 146545-S-3



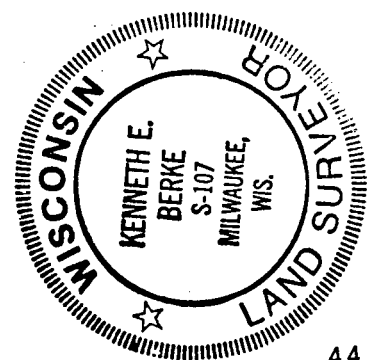
PHASE III

THIS SURVEY DESCRIBES LAND AND BUILDINGS SUBJECT TO THE CONDOMINIUM DECLARATION FOR VILLAGE GREEN CONDOMINIUM HOMES.

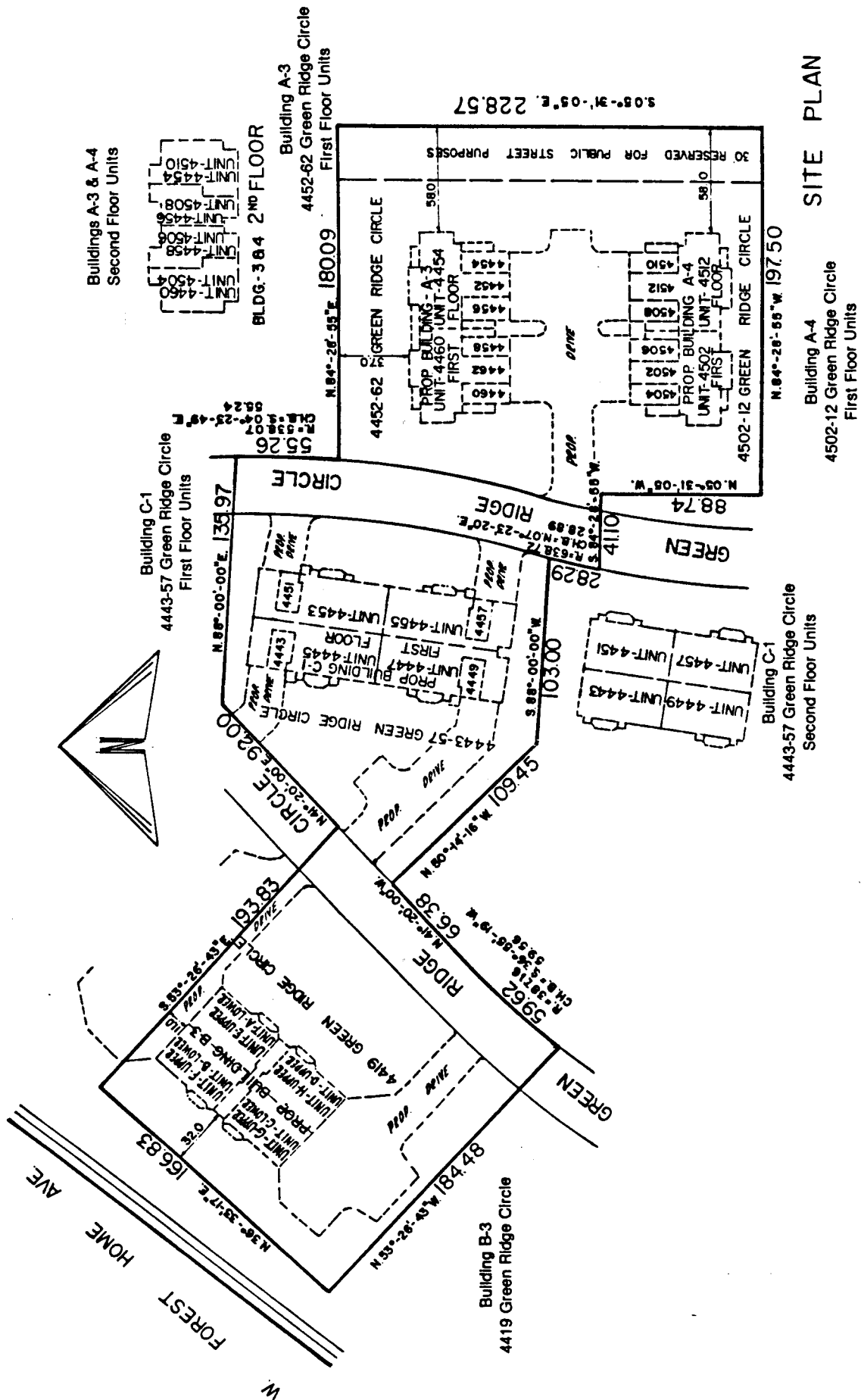
I, KENNETH E. BERKE, DO HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THIS SURVEY IS AN ACCURATE REPRESENTATION TO THE EXTERIOR BOUNDARY LINES AND THE LOCATION OF THE BUILDINGS AND IMPROVEMENTS CONSTRUCTED OR TO BE CONSTRUCTED UPON THE PROPERTY.

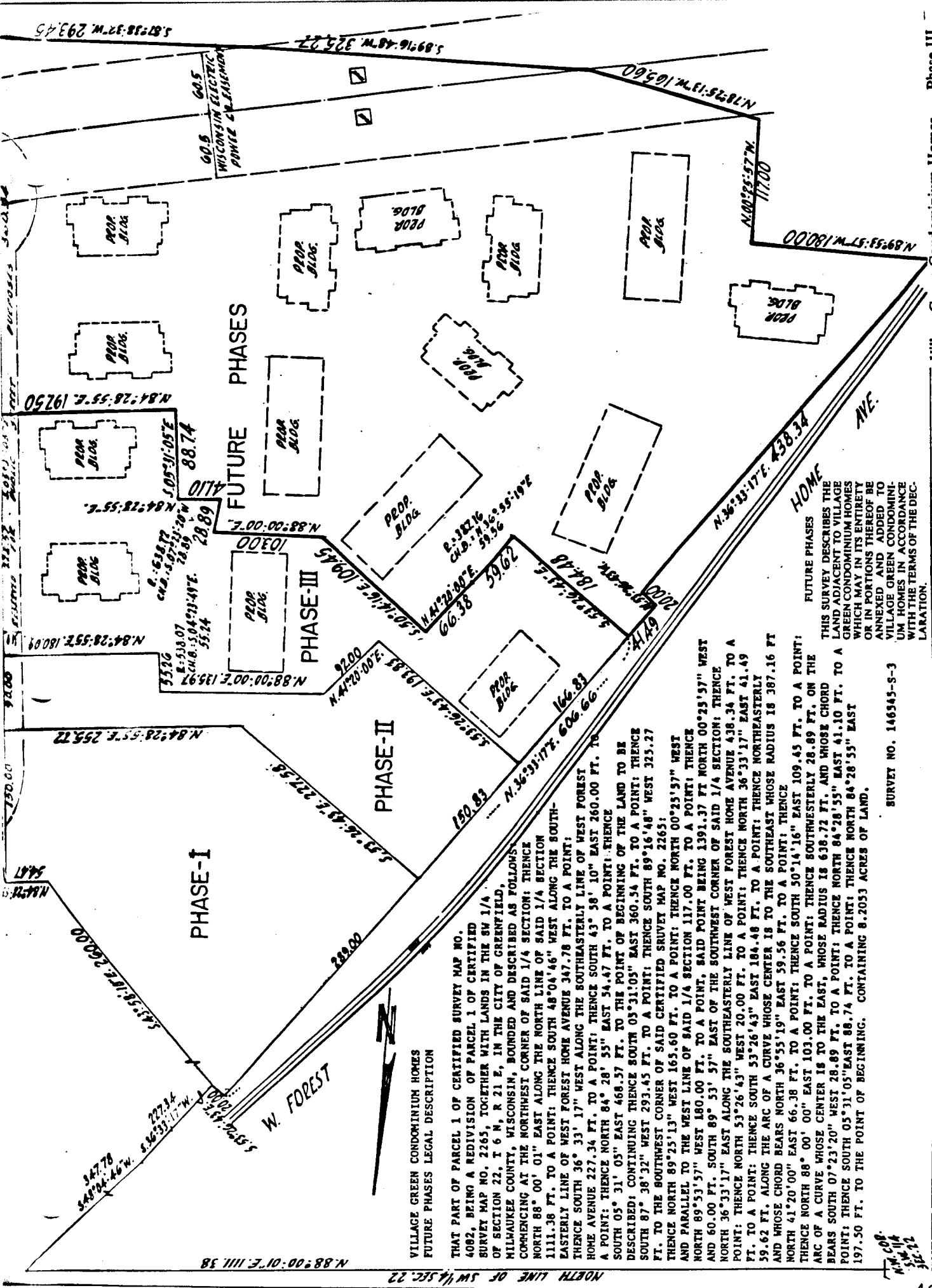
THIS CONDOMINIUM PLAT IS A CORRECT REPRESENTATION OF VILLAGE GREEN CONDOMINIUM HOMES AS PROPOSED AT THE DATE HEREOF AND THE IDENTIFICATION AND PROPOSED LOCATION OF EACH UNIT AND THE COMMON ELEMENTS CAN BE DETERMINED FROM THE PLAT. THE COMMON ELEMENTS ARE DEFINED TO BE ALL OF THE CONDOMINIUM PROPERTY, EXCEPT THE INDIVIDUAL UNITS DESCRIBED IN THIS PLAT. THE UNDESIGNED SURVEYOR MAKES NO CERTIFICATION AS TO THE ACCURACY OF DIAGRAMMATIC FLOOR PLANS OF THE CONDOMINIUM BUILDING(S) AND UNITS CONTAINED IN THE PLAT OR THE APPROXIMATE DIMENSIONS OR FLOOR AREAS THEREOF.

Kenneth E. Burke
KENNETH E. BERKE, REGISTERED SURVEYOR
LAND SURVEYOR #107



VILLAGE GREEN CONDOMINIUM HOMES PHASE III SITE PLAN



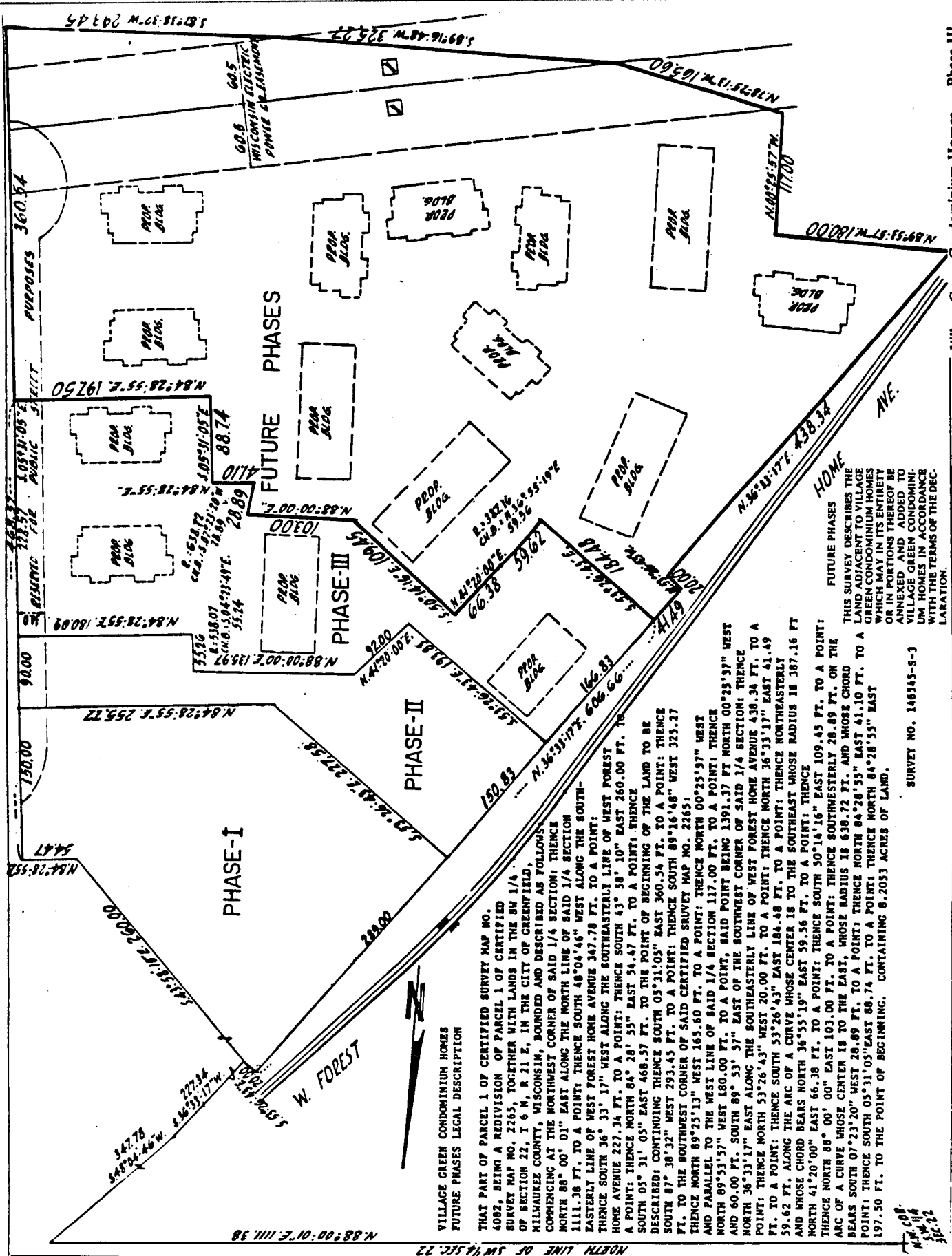


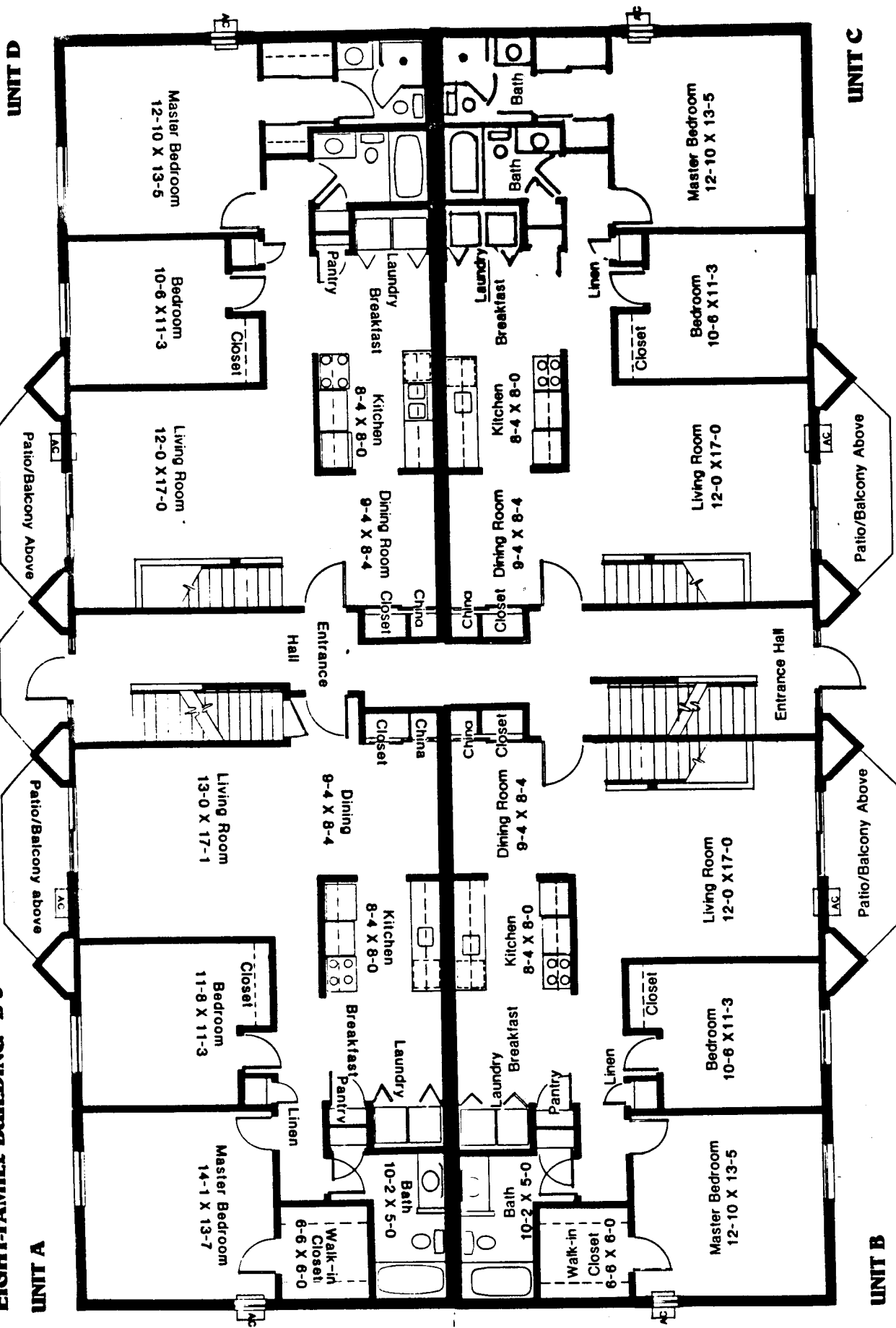
VILLAGE GREEN CONDOMINIUM HOMES
FUTURE PHASES LEGAL DESCRIPTION

THAT PART OF PARCEL 1 OF CERTIFIED SURVEY MAP NO. 4082, BEING A REDIVISION OF PARCEL 1 OF CERTIFIED SURVEY MAP NO. 2265, TOGETHER WITH LANDS IN THE SW 1/4 OF SECTION 22, T 6 N, R 21 E, IN THE CITY OF GREENFIELD, MILWAUKEE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID 1/4 SECTION; THENCE NORTH 88° 00' 01" EAST ALONG THE NORTH LINE OF SAID 1/4 SECTION 1111.38 FT. TO A POINT; THENCE SOUTH 48° 04' 46" WEST ALONG THE SOUTHEASTLY LINE OF WEST FOREST HOME AVENUE 347.78 FT. TO A POINT; THENCE SOUTH 36° 33' 17" WEST ALONG THE SOUTHEASTLY LINE OF WEST FOREST HOME AVENUE 227.34 FT. TO A POINT; THENCE SOUTH 43° 58' 10" EAST 260.00 FT. TO A POINT; THENCE NORTH 84° 28' 55" EAST 34.47 FT. TO A POINT; THENCE SOUTH 05° 31' 05" EAST 468.37 FT. TO THE POINT OF BEGINNING OF THE LAND TO BE DESCRIBED; CONTINUING THENCE SOUTH 03° 31' 03" EAST 360.34 FT. TO A POINT; THENCE SOUTH 87° 38' 32" WEST 293.45 FT. TO A POINT; THENCE SOUTH 89° 16' 48" WEST 325.27 FT. TO THE SOUTHWEST CORNER OF SAID CERTIFIED SURVEY MAP NO. 2265; THENCE NORTH 89° 25' 13" WEST 163.60 FT. TO A POINT; THENCE NORTH 00° 25' 57" WEST AND PARALLEL TO THE WEST LINE OF SAID 1/4 SECTION 117.00 FT. TO A POINT; THENCE NORTH 89° 53' 57" WEST 180.00 FT. TO A POINT, SAID POINT BEING 1391.37 FT NORTH 00° 25' 57" WEST AND 60.00 FT. SOUTH 89° 53' 57" EAST OF THE SOUTHWEST CORNER OF SAID 1/4 SECTION; THENCE NORTH 36° 33' 17" EAST ALONG THE SOUTHEASTLY LINE OF WEST FOREST HOME AVENUE 438.34 FT. TO A POINT; THENCE NORTH 53° 26' 43" WEST 20.00 FT. TO A POINT; THENCE NORTH 36° 33' 17" EAST 41.49 FT. TO A POINT; THENCE SOUTH 53° 26' 43" EAST 184.48 FT. TO A POINT; THENCE NORTHEASTERLY 59.62 FT. ALONG THE ARC OF A CURVE WHOSE CENTER IS TO THE SOUTHEAST WHOSE RADIUS IS 387.16 FT. AND WHOSE CHORD BEARS NORTH 36° 55' 19" EAST 59.56 FT. TO A POINT; THENCE NORTH 41° 20' 00" EAST 66.38 FT. TO A POINT; THENCE SOUTH 50° 14' 16" EAST 109.45 FT. TO A POINT; THENCE NORTH 88° 00' 00" EAST 103.00 FT. TO A POINT; THENCE SOUTHWESTERLY 28.89 FT. ON THE ARC OF A CURVE WHOSE CENTER IS TO THE EAST, WHOSE RADIUS IS 638.72 FT. AND WHOSE CHORD BEARS SOUTH 07° 23' 20" WEST 28.89 FT. TO A POINT; THENCE NORTH 84° 28' 55" EAST 41.10 FT. TO A POINT; THENCE SOUTH 05° 31' 05" EAST 88.74 FT. TO A POINT; THENCE NORTH 84° 28' 55" EAST 197.50 FT. TO THE POINT OF BEGINNING. CONTAINING 8.2053 ACRES OF LAND.

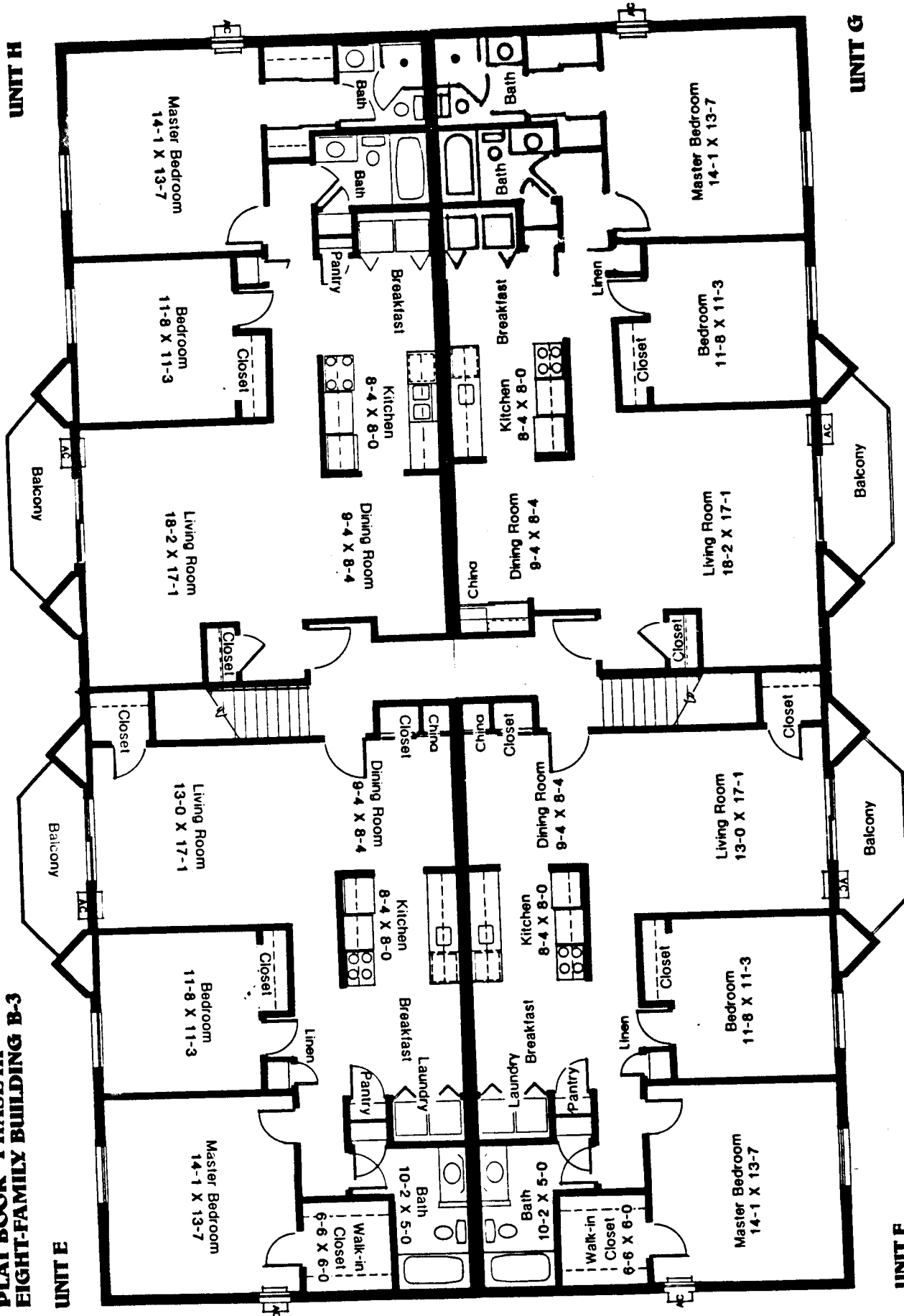
SURVEY NO. 146545-S-3

FUTURE PHASES
THIS SURVEY DESCRIBES THE LAND ADJACENT TO VILLAGE GREEN CONDOMINIUM HOMES WHICH MAY IN ITS ENTIRETY OR IN PORTIONS THEREOF BE ANNEXED AND ADDED TO VILLAGE GREEN CONDOMINIUM HOMES IN ACCORDANCE WITH THE TERMS OF THE DECLARATION.





FIRST FLOOR PLAN 4419 Green Ridge Circle



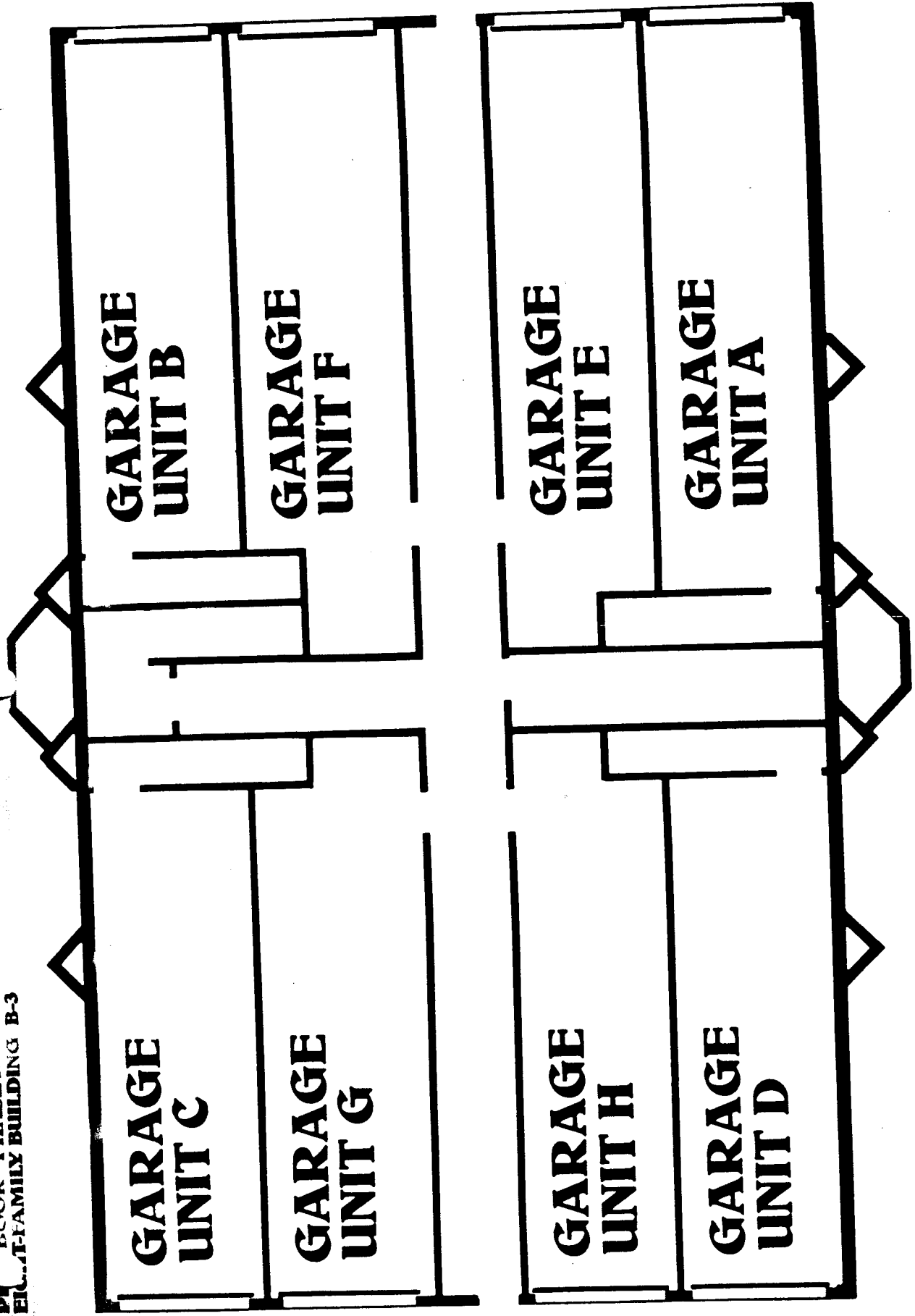
SECOND FLOOR PLAN

4419 Green Ridge Circle

Except as otherwise indicated, all dimensions are from interior surface of wall to interior surface of wall. All dimensions shown are approximate.

1359

VILLAGE GREEN CONDOMINIUM HOMES
PLAT BOOK PHASE III
ELECT-FAMILY BUILDING B-3

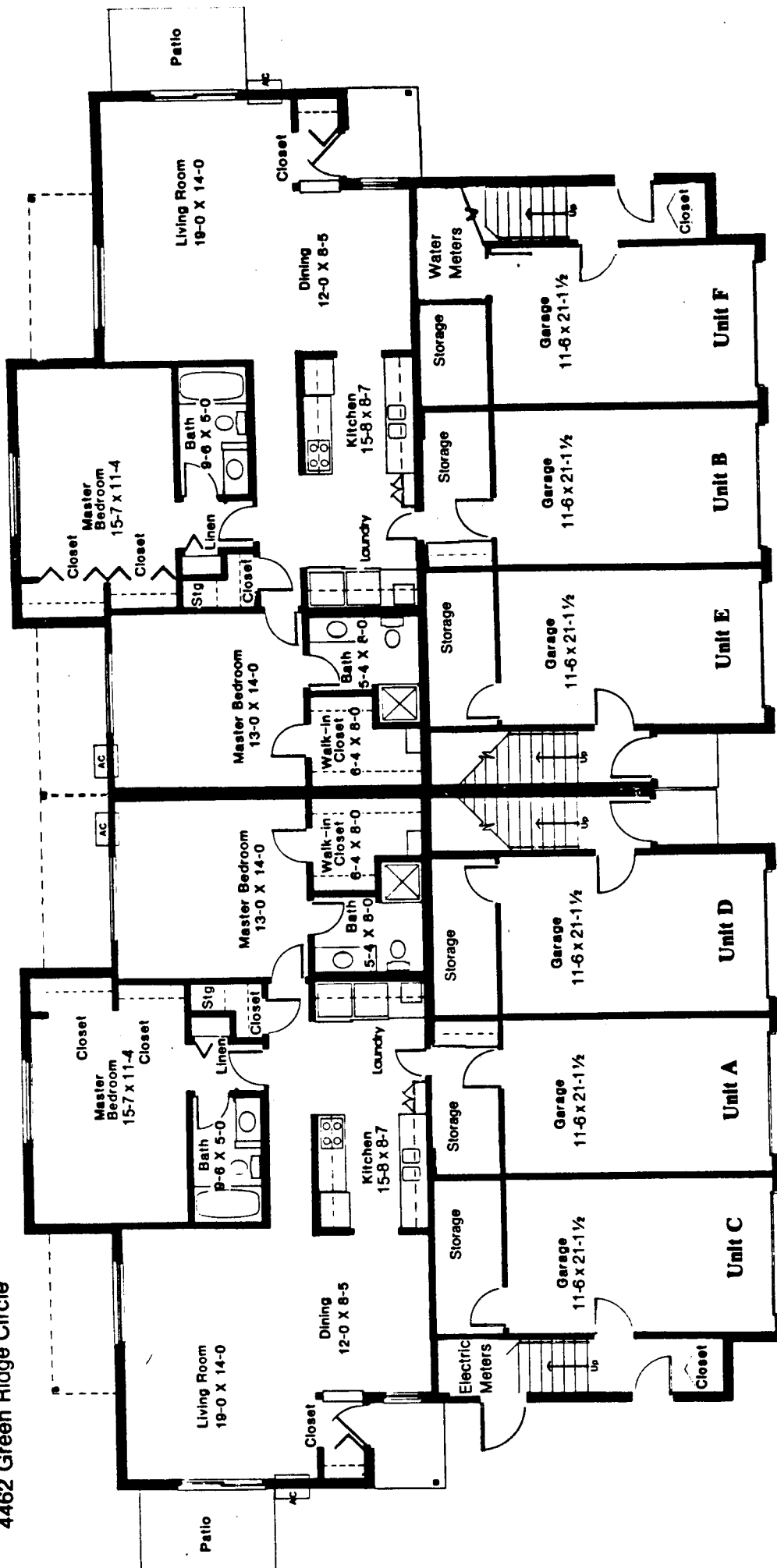


GARAGE LEVEL PLAN

4419 Green Ridge Circle

UNIT A
 4462 Green Ridge Circle

UNIT B
 4452 Green Ridge Circle



FIRST FLOOR PLAN

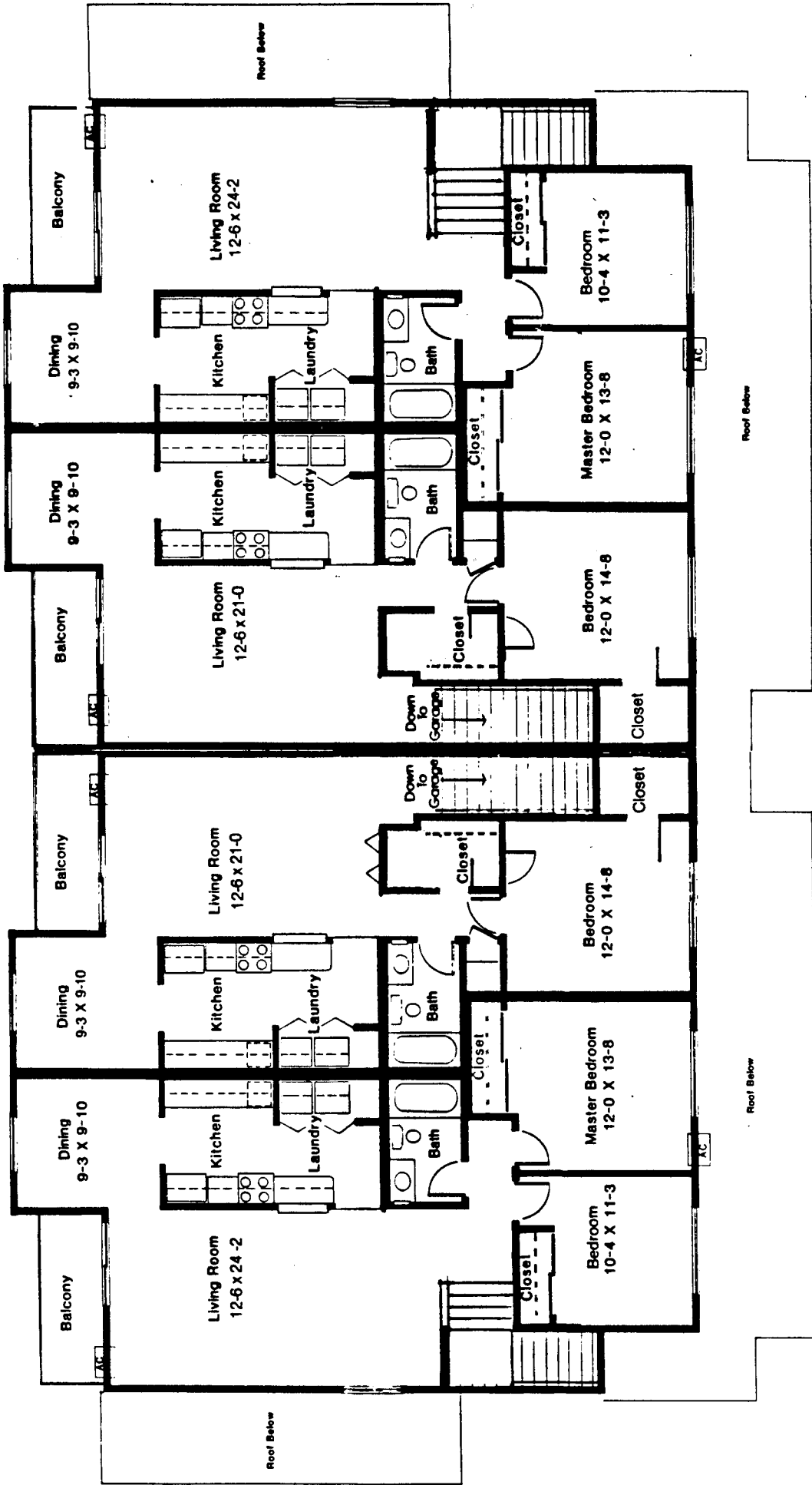
Except as otherwise indicated, all dimensions are from interior surface of wall to interior surface of wall. All dimensions shown are approximate.

UNIT C
 4460 Green Ridge Circle

UNIT D
 4458 Green Ridge Circle

UNIT E
 4456 Green Ridge Circle

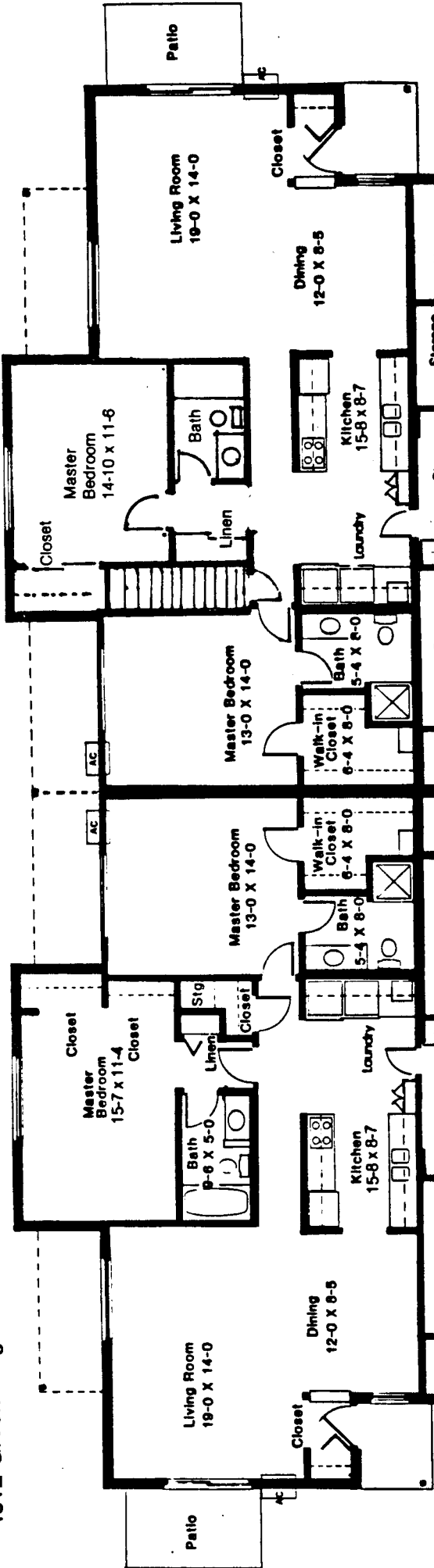
UNIT F
 4454 Green Ridge Circle



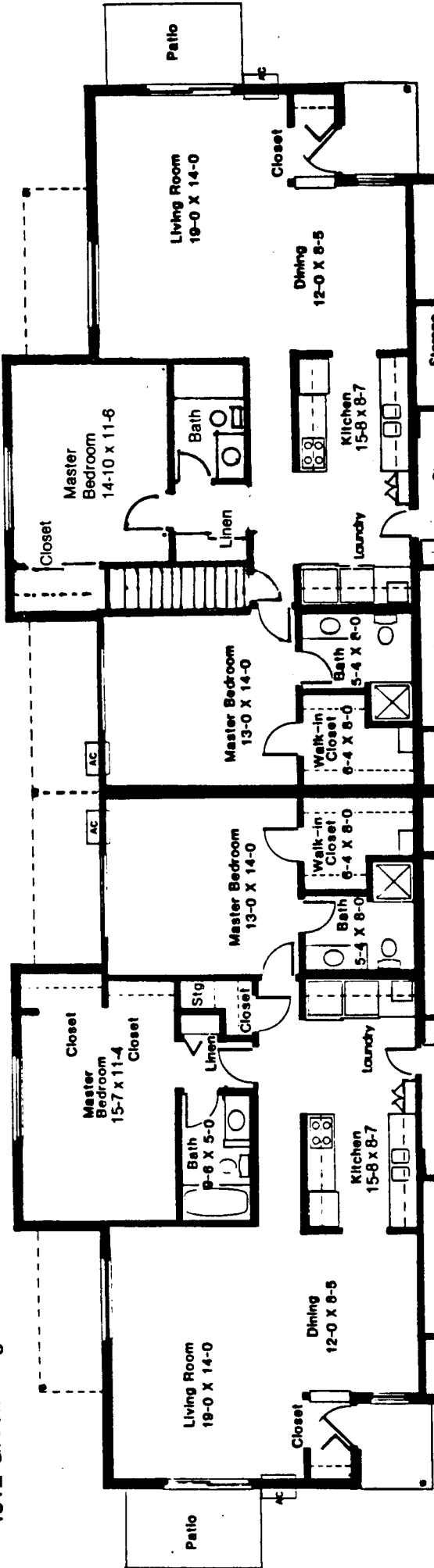
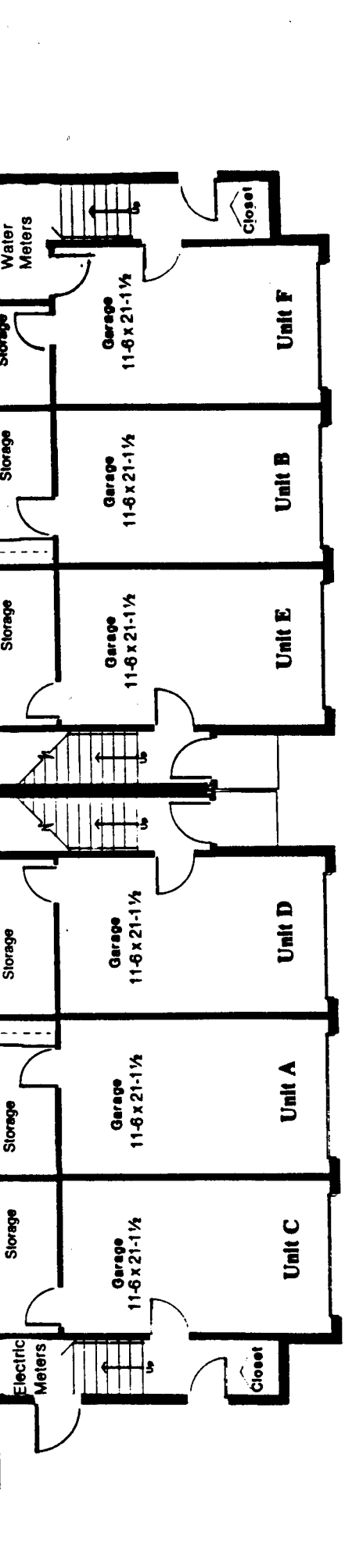
SECOND FLOOR PLAN

Except as otherwise indicated, all dimensions are from interior surface of wall to interior surface of wall. All dimensions shown are approximate.

UNIT A
 4512 Green Ridge Circle



UNIT B
 4502 Green Ridge Circle



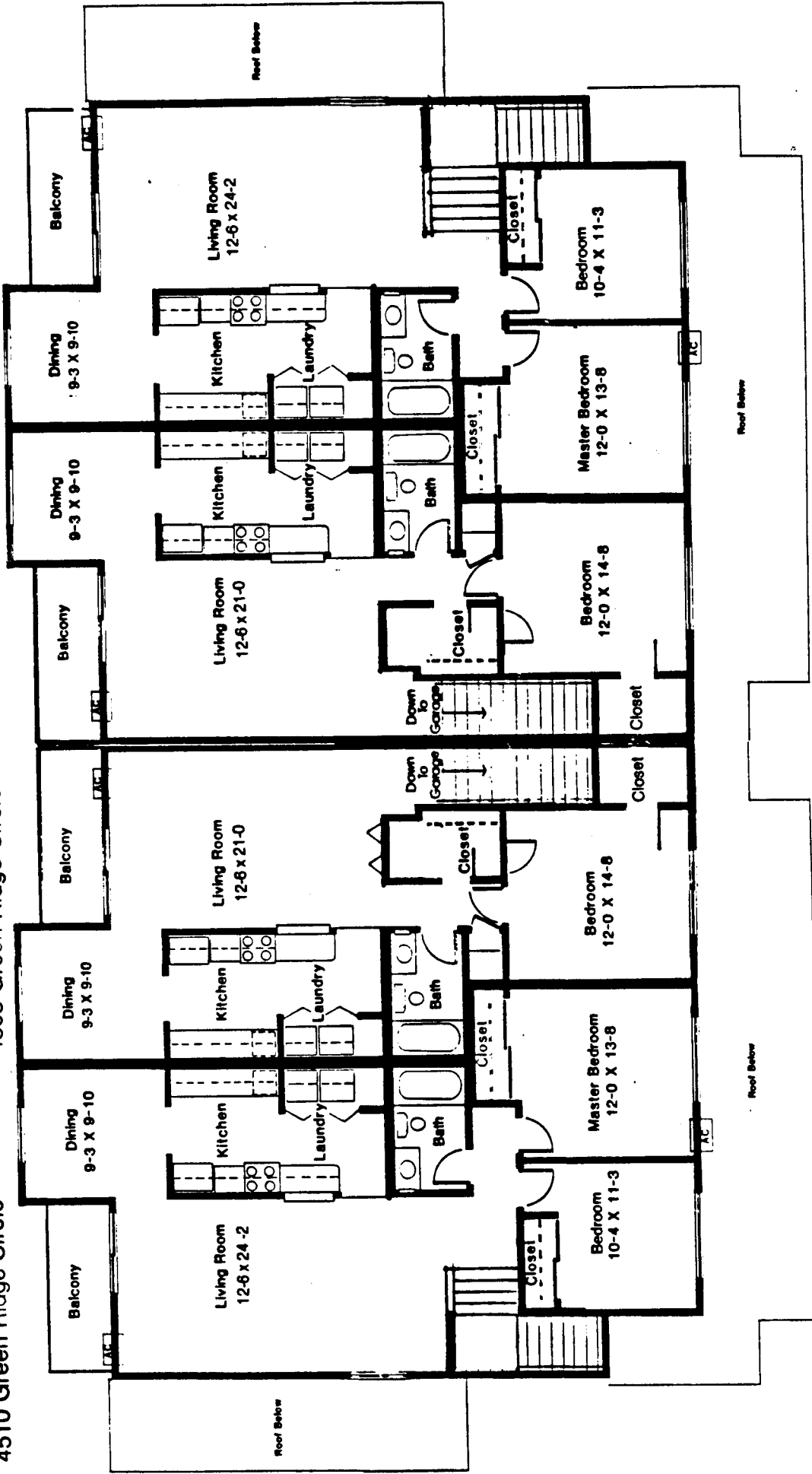
FIRST FLOOR PLAN

UNIT C
 4510 Green Ridge Circle

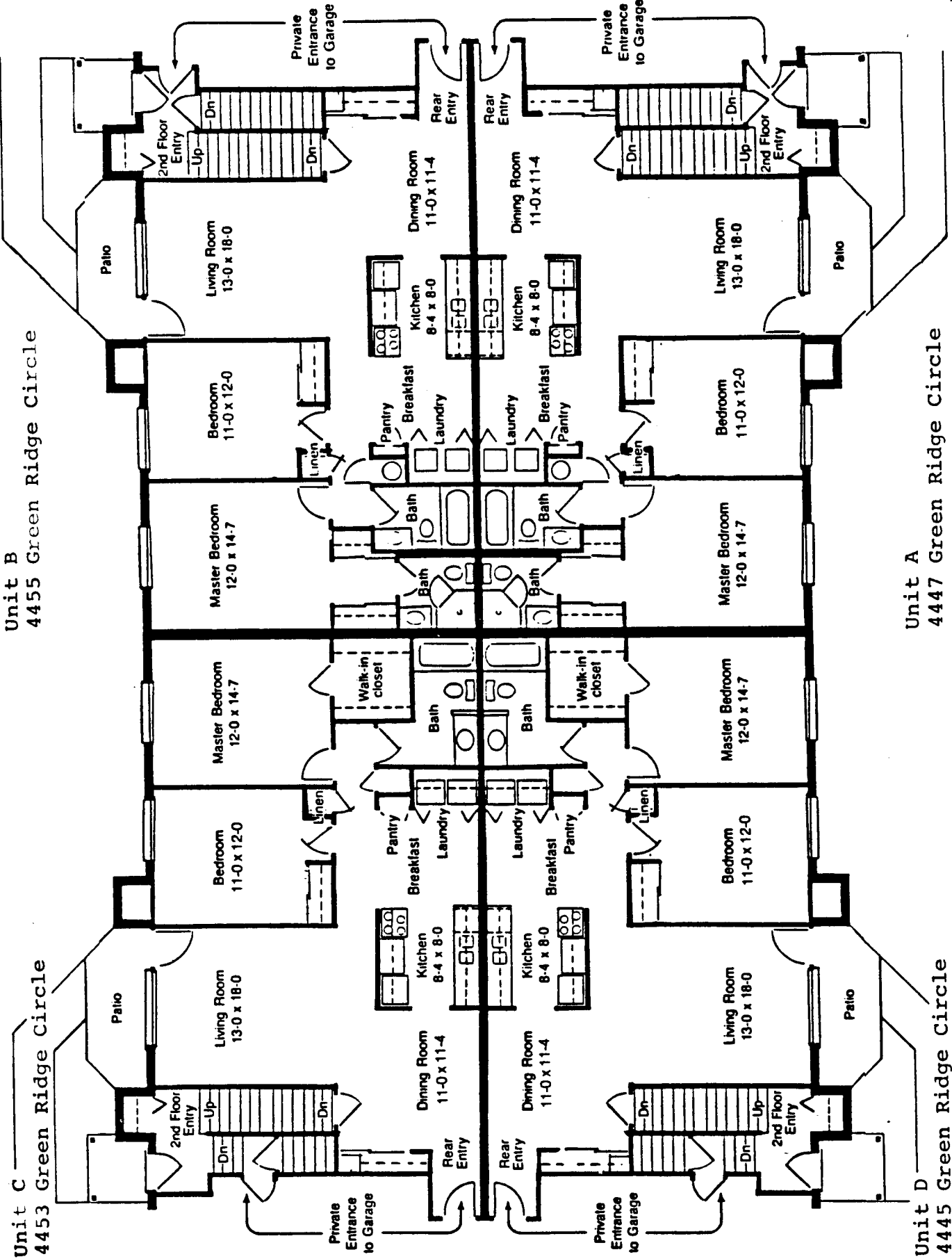
UNIT D
 4508 Green Ridge Circle

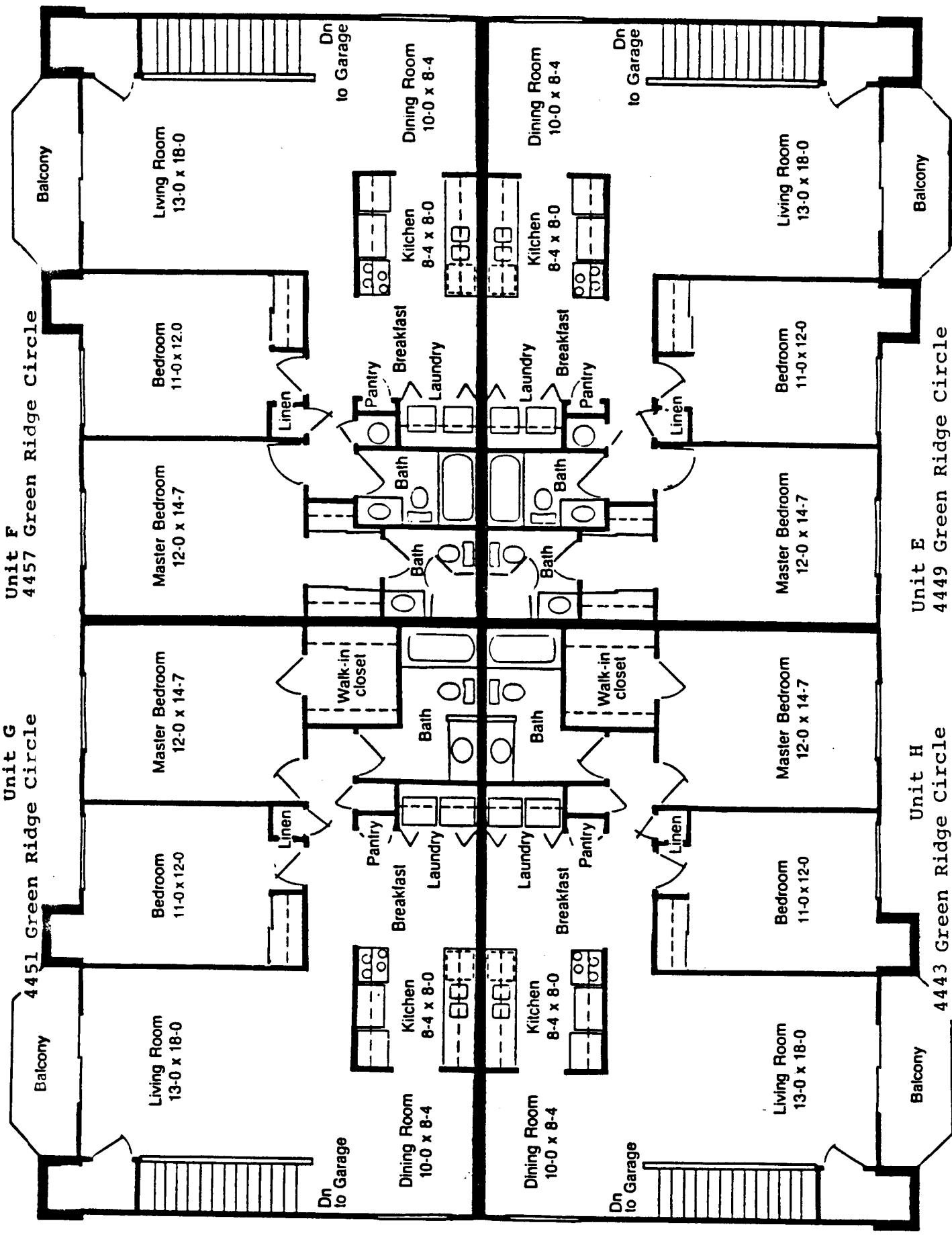
UNIT E
 4506 Green Ridge Circle

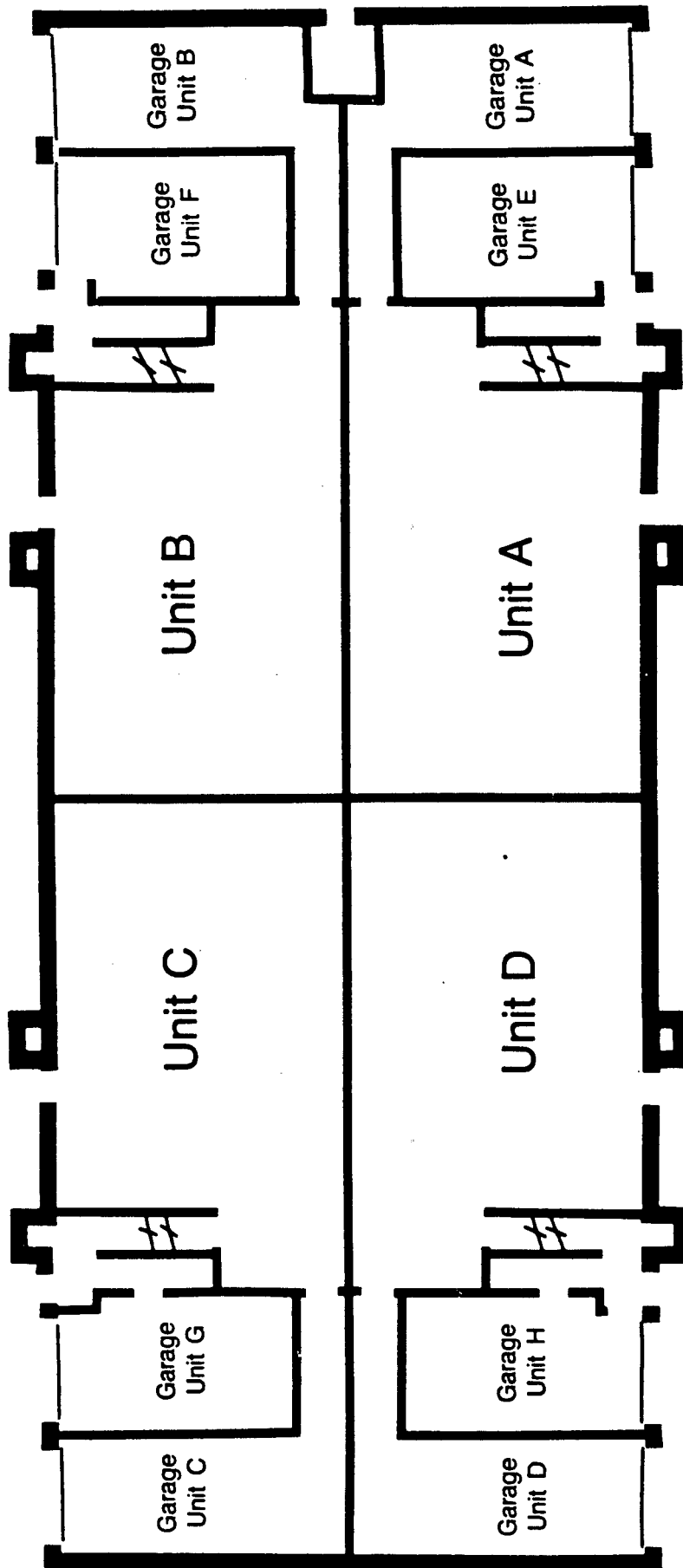
UNIT F
 4504 Green Ridge Circle



SECOND FLOOR PLAN







REEL 1631 MAG 699

5709890

REGISTER'S OFFICE } SS
 Milwaukee County, Wis. }
 RECORDED AT-3 45 PM

AMENDMENT

TO

CONDOMINIUM DECLARATION

OF

REGISTER
 OF DEEDS VILLAGE GREEN CONDOMINIUM HOMES

(PHASE IV)

APR 19 1984 699

REEL 1631 IMAGE 711

REGISTER
 OF DEEDS

THIS AMENDMENT is made this 19th day of April, 1984, by STEELE DEVELOPMENT CORPORATION, a Wisconsin corporation, (hereinafter "Declarant"), pursuant to the Condominium Declaration for VILLAGE GREEN CONDOMINIUM HOMES, recorded on April 16, 1982 in the Office of the Register of Deeds for Milwaukee County, Wisconsin in Reel 1439, Images 223 to 238, inclusive, as Document No. 5535027, as amended by Amendment (Phase II) recorded on January 31, 1983 in the Office of the Register of Deeds for Milwaukee County, Wisconsin as Document No. 5592910, and by Amendment (Phase III) recorded on August 22, 1983 in the office of the Register of Deeds for Milwaukee County, Wisconsin as Document No. 5645644, (the "Declaration"), and pursuant to the Condominium Ownership Act of the State of Wisconsin, Chapter 703 of the Wisconsin Statutes (hereinafter the "Act").

1. Statement of Declaration.

The purpose of this Amendment is to annex and submit the land hereinafter described and the improvements constructed or to be constructed thereon to the condominium form of ownership as a part of VILLAGE GREEN CONDOMINIUM HOMES in the manner provided by the Act and the Declaration.

Declarant hereby declares that it is the owner of the real property described in Section 2 hereof and shown on pages 1 and 2 of the Condominium Plat (Phase IV) attached hereto, together with all buildings and improvements constructed or to be constructed thereon (the "Property"), which are hereby submitted to the condominium form of ownership as a part of VILLAGE GREEN CONDOMINIUM HOMES as provided in the Declaration, and which Property shall be held, conveyed, devised, leased, encumbered, used, improved, and in all respects otherwise affected subject to the provisions, conditions, covenants, restrictions and easements of the Declaration for VILLAGE GREEN CONDOMINIUM HOMES. All provisions hereof and of the Declaration shall be deemed to run with the land described and shall constitute benefits and burdens to the Declarant, its successors and assigns, and to all parties hereafter having any interest in the Property.

2. Legal Description.

The real estate described hereinafter and described as Phase IV in the Condominium Plat (Phase IV) attached hereto, together with all buildings and improvements constructed or to be constructed thereon, are hereby annexed to VILLAGE GREEN CONDOMINIUM HOMES and are subjected to the provisions of the Declaration. The buildings and units constructed or to be constructed on the real estate are more fully described in the building and floor plans attached hereto as a part of the Condominium Plat (Phase IV), which show the layout, locations, unit numbers, and approximate dimensions of the buildings and units. The real estate subjected to the provisions of the Declaration hereby is described as follows:

Phase IV

THAT PART OF PARCEL 1 OF CERTIFIED SURVEY MAP NO. 4082, BEING A REDIVISION OF PARCEL 1 OF CERTIFIED SURVEY MAP NO. 2265, TOGETHER WITH LANDS IN THE SW ¼ OF SECTION 22, T 6 N, R 21 E, IN THE CITY OF GREENFIELD, MILWAUKEE COUNTY, WISCONSIN WHICH IS BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID ¼ SECTION: THENCE NORTH 88°00'01" EAST ALONG THE NORTH LINE OF SAID ¼ SECTION 1111.38 FT. TO A POINT: THENCE SOUTH 48°04'46" WEST ALONG THE SOUTHEASTERLY LINE OF WEST FOREST HOME AVENUE 347.78 FT. TO A POINT: THENCE SOUTH 36°33'17" WEST ALONG THE SOUTHEASTERLY LINE OF WEST FOREST HOME AVENUE 227.34 FT. TO A POINT: THENCE NORTH 53°26'43" WEST 20.00 FT. TO A POINT: THENCE SOUTH 36°33'17" WEST 606.66 FT. TO A POINT: THENCE SOUTH 53°26'43" EAST 184.48 FT. TO THE POINT OF BEGINNING OF THE LAND TO BE DESCRIBED: THENCE NORTHEASTERLY 59.62 FT. ALONG THE ARC OF A CURVE WHOSE CENTER IS TO THE SOUTHEAST WHOSE RADIUS IS 387.16 FT. AND WHOSE CHORD BEARS NORTH 36°55'19" EAST 59.56 FT. TO A POINT: THENCE NORTH 41°20'00" EAST 66.38 FT. TO A POINT: THENCE SOUTH 50°14'16" EAST 109.45 FT. TO A POINT (TO BE KNOWN AS REFERENCE POINT "A"): THENCE SOUTH 39°45'44" WEST 185.00 FT. TO A POINT: THENCE NORTH 50°14'16" WEST 96.04 FT. TO A POINT: THENCE NORTHEASTERLY 60.48 FT. ALONG THE ARC OF A CURVE WHOSE CENTER IS TO THE SOUTHEAST WHOSE RADIUS IS 387.16 FT. AND WHOSE CHORD BEARS NORTH 28°02'07" EAST 60.42 FT. TO THE POINT OF BEGINNING.

COMMENCING AT REFERENCE POINT "A" AFORESAID: THENCE NORTH 88°00'00" EAST 103.00 FT. TO A POINT ON A CURVE: THENCE SOUTHWESTERLY 28.89 FT. ALONG THE ARC OF SAID CURVE, WHOSE CENTER LIES TO THE EAST, WHOSE RADIUS IS 638.72 FT. AND WHOSE CHORD BEARS SOUTH 07°23'20" WEST 28.89 FT. TO THE POINT OF BEGINNING OF THE LAND TO BE DESCRIBED: THENCE NORTH 84°28'55" EAST 41.10 FT. TO A POINT: THENCE SOUTH 05°31'05" EAST 88.74 FT. TO A POINT: THENCE NORTH 84°28'55" EAST 197.50 FT. TO A POINT: THENCE SOUTH 05°31'05" EAST 110.74 FT. TO A POINT: THENCE SOUTH 84°28'55" WEST 258.22 FT. TO A POINT: THENCE NORTH 01°30'00" WEST 115.98 FT. TO A POINT OF CURVE: THENCE NORTHEASTERLY 84.65 FT. ALONG THE ARC OF A CURVE WHOSE CENTER IS TO THE EAST, WHOSE RADIUS IS 638.72 FT. AND WHOSE CHORD BEARS NORTH 02°17'48" EAST 84.58 FT. TO THE POINT OF BEGINNING.

3. Effect of Annexation.

By this Amendment to the Declaration, two (2) buildings containing or to contain fourteen (14) condominium units are annexed and added to VILLAGE GREEN CONDOMINIUM HOMES, and subjected to the Declaration. All of the provisions, restrictions, covenants, terms and conditions of the Declaration and the Articles of Incorporation and By-Laws of Village Green Condominium Homes, Inc., and such restrictions, rules and regulations as may be promulgated thereunder, shall be applicable to the Property and units hereby annexed to the condominium.

By reason of this Amendment and the annexation of the said fourteen (14) additional residential units to VILLAGE GREEN CONDOMINIUM HOMES, as of the effective date hereof, the original Declaration is amended in the following respects only:

3.1 *Number of Units.* There are a total of ten (10) main residential buildings in VILLAGE GREEN CONDOMINIUM HOMES, comprising a total of seventy (70) residential units.

3.2 *Percentage Interest.* The percentage of undivided ownership interest in the common elements and facilities and limited common elements appurtenant to each unit and its owner for all purposes, including proportionate payment of common expenses, but exclusive of voting, is determined in accordance with provisions of the Declaration, and as of the effective date of this Amendment shall be as follows:

	<u>Unit No.</u>	<u>Unit Type</u>	<u>Square Footage</u>	<u>Unit Percentage</u>
Phase I	4438	6-A	1215	1.6%
	4428	6-B	1215	1.6
	4436	6-C	1020	1.3
	4434	6-D	835	1.1
	4432	6-E	835	1.1
	4430	6-F	1020	1.3
	4415-A	8-A	1100	1.4
	4415-B	8-B	1030	1.4
	4415-C	8-C	1030	1.4
	4415-D	8-D	1030	1.4
	4415-E	8-E	1035	1.4
	4415-F	8-F	1035	1.4
	4415-G	8-G	1110	1.5
	4415-H	8-H	1110	1.5
Phase II	4450	6-A	1215	1.6%
	4440	6-B	1215	1.6
	4448	6-C	1020	1.3
	4446	6-D	835	1.1
	4444	6-E	835	1.1
	4442	6-F	1020	1.3
	4417-A	8-A	1100	1.4
	4417-B	8-B	1030	1.4
	4417-C	8-C	1030	1.4
	4417-D	8-D	1030	1.4
	4417-E	8-E	1035	1.4
	4417-F	8-F	1035	1.4
	4417-G	8-G	1110	1.5
	4417-H	8-H	1110	1.5

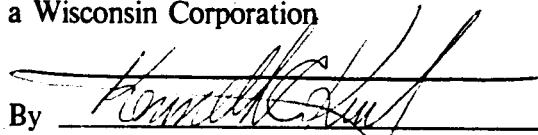
	<u>Unit No.</u>	<u>Unit Type</u>	<u>Square Footage</u>	<u>Unit Percentage</u>
Phase III	4462	6-A	1287	1.7%
	4452	6-B	1287	1.7
	4460	6-C	1044	1.4
	4458	6-D	911	1.2
	4456	6-E	911	1.2
	4454	6-F	1044	1.4
	4512	6-A	1287	1.7
	4502	6-B	1287	1.7
	4510	6-C	1044	1.4
	4508	6-D	911	1.2
	4506	6-E	911	1.2
	4504	6-F	1044	1.4
	4419-A	8-A	1100	1.5
	4419-B	8-B	1030	1.4
	4419-C	8-C	1030	1.4
	4419-D	8-D	1030	1.4
	4419-E	8-E	1035	1.4
	4419-F	8-F	1035	1.4
	4419-G	8-G	1110	1.5
	4419-H	8-H	1110	1.5
	4447	C8-A	1103	1.5
	4455	C8-B	1103	1.5
	4453	C8-C	1103	1.5
	4445	C8-D	1103	1.5
	4449	C8-E	1135	1.5
	4457	C8-F	1135	1.5
	4451	C8-G	1135	1.5
	4443	C8-H	1135	1.5
Phase IV	4524	6-A	1287	1.7%
	4514	6-B	1287	1.7
	4522	6-C	1068	1.4
	4520	6-D	911	1.2
	4518	6-E	911	1.2
	4516	6-F	1068	1.4
	4544	C8-A	1103	1.5
	4552	C8-B	1103	1.5
	4550	C8-C	1103	1.5
	4542	C8-D	1103	1.5
	4546	C8-E	1135	1.5
	4554	C8-F	1135	1.5
	4548	C8-G	1135	1.5
	4540	C8-H	1135	1.5

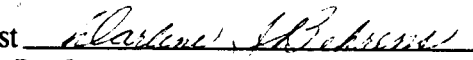
4. Effective Date

The effective date of this Amendment shall be the date it is recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin.

IN WITNESS WHEREOF, this Amendment has been executed by duly authorized officers of Steele Development Corporation, Declarant, as of the date first set forth above.

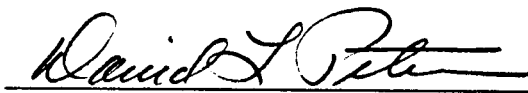
STEELE DEVELOPMENT CORPORATION,
a Wisconsin Corporation

By 
Kenneth C. Kurtz, Vice President

Attest 
Darlene J. Behrens, Asst. Secretary

AUTHENTICATION

Signatures of Kenneth C. Kurtz and Darlene J. Behrens
authenticated this 19th day of April, 1984.


David L. Petersen
Title: Member, State Bar of Wisconsin

This instrument was drafted by:
David L. Petersen
Quarles & Brady
780 North Water Street
Milwaukee, Wisconsin 53202

VILLAGE GREEN CONDOMINIUM HOMES
PHASE IV
LEGAL DESCRIPTION

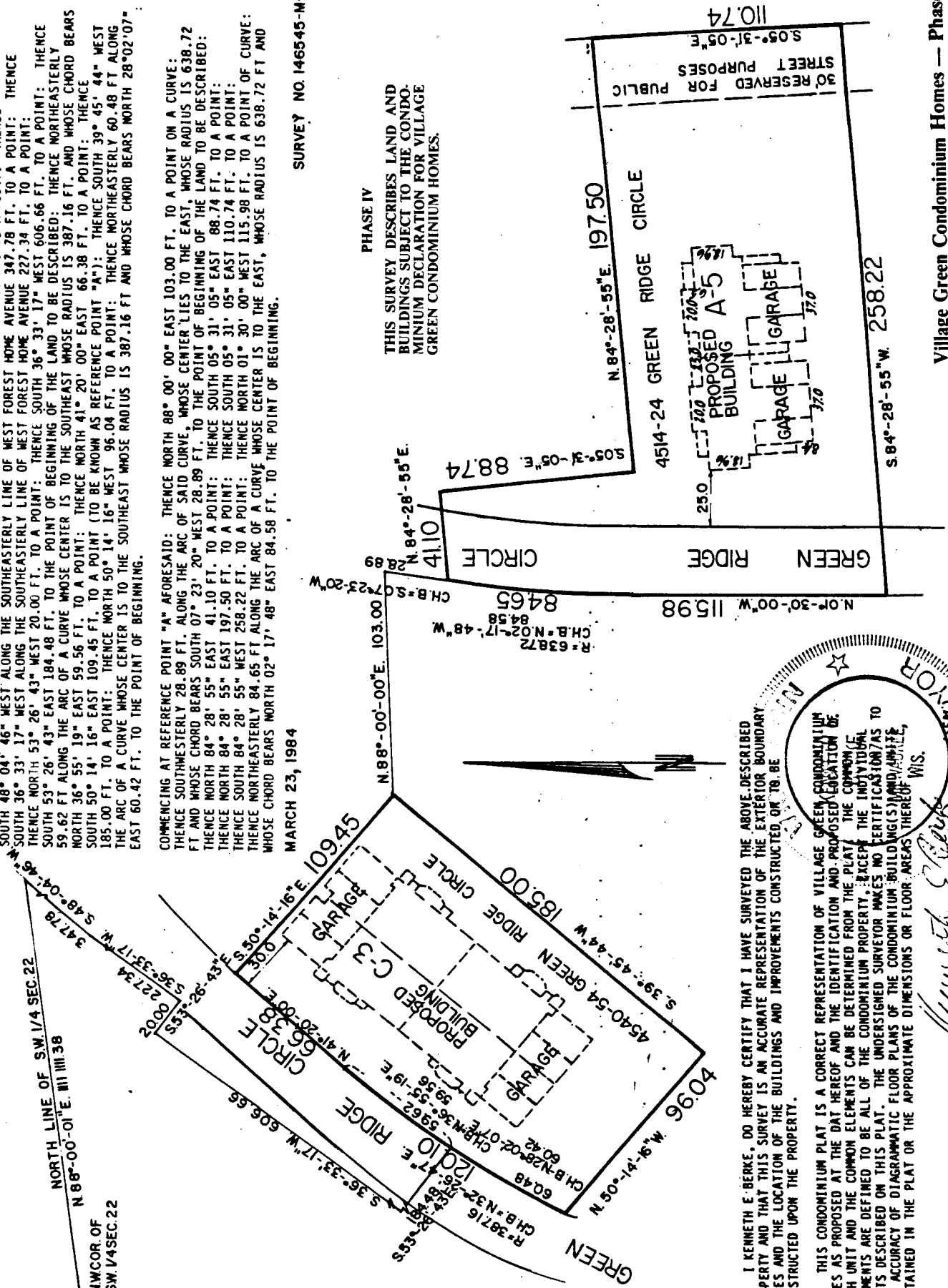
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COMMENCING AT REFERENCE POINT "A" AFORESAID: THENCE NORTH 88° 00' 00" EAST 103.00 FT. TO A POINT ON A CURVE; THENCE SOUTHWESTERLY 28.89 FT. ALONG THE ARC OF SAID CURVE, WHOSE CENTER LIES TO THE EAST, WHOSE RADIUS IS 638.72 FT. AND WHOSE CHORD BEARS SOUTH 07° 23' 20" WEST 28.89 FT. TO THE POINT OF BEGINNING OF THE LAND TO BE DESCRIBED; THENCE NORTH 84° 28' 55" EAST 41.10 FT. TO A POINT; THENCE SOUTH 05° 31' 05" EAST 88.74 FT. TO A POINT; THENCE NORTH 84° 28' 55" EAST 197.50 FT. TO A POINT; THENCE SOUTH 05° 31' 05" EAST 110.74 FT. TO A POINT; THENCE SOUTH 84° 28' 55" WEST 258.22 FT. TO A POINT; THENCE NORTH 01° 30' 00" WEST 115.98 FT. TO A POINT OF CURVE; THENCE NORTHEASTERLY 84.65 FT. ALONG THE ARC OF A CURVE WHOSE CENTER IS TO THE EAST, WHOSE RADIUS IS 638.72 FT. AND WHOSE CHORD BEARS NORTH 02° 17' 48" EAST 84.58 FT. TO THE POINT OF BEGINNING.

MARCH 23, 1984

SURVEY NO. 146545-M-4

PHASE IV
THIS SURVEY DESCRIBES LAND AND BUILDINGS SUBJECT TO THE CONDOMINIUM DECLARATION FOR VILLAGE GREEN CONDOMINIUM HOMES.



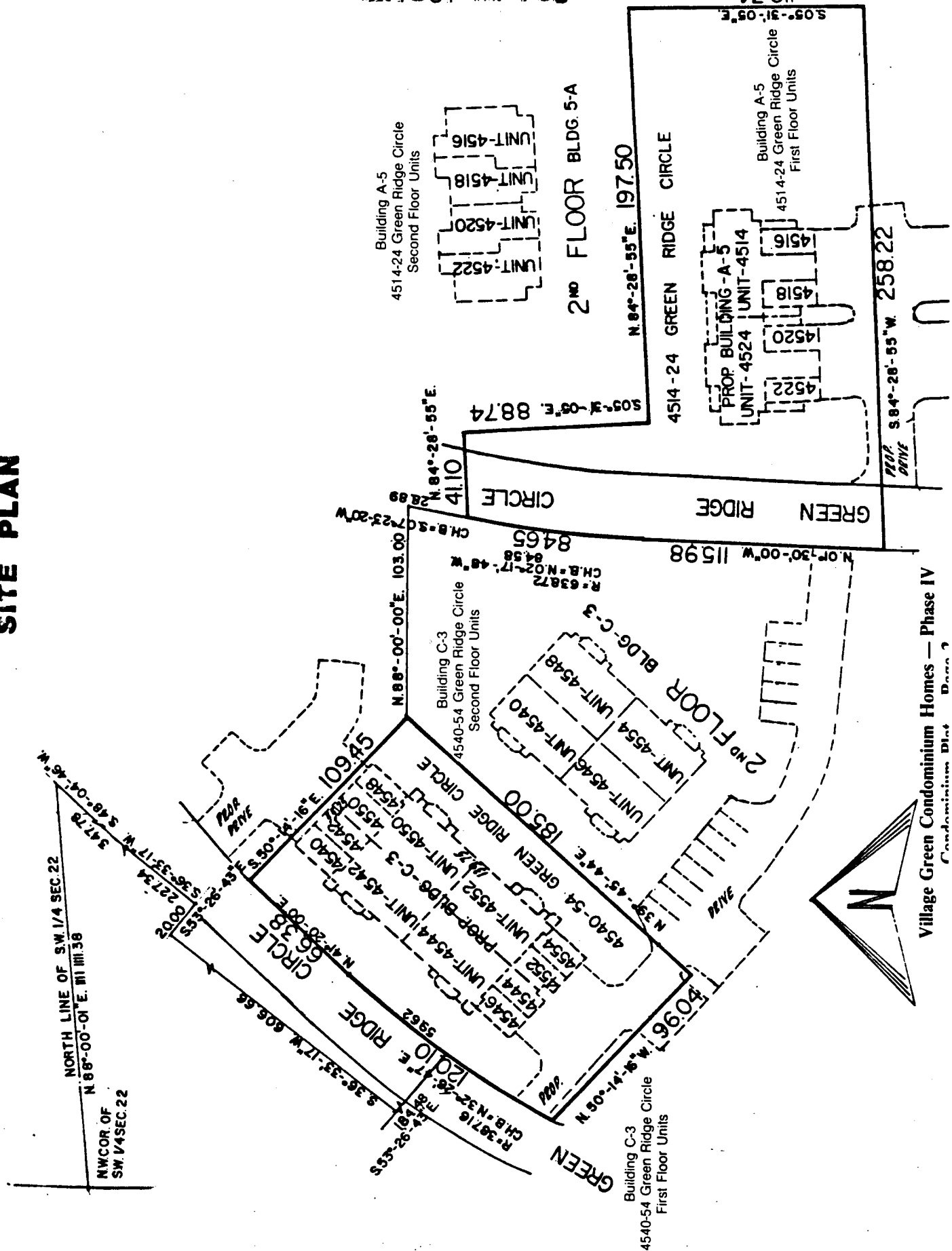
I KENNETH E. BERKE, DO HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THIS SURVEY IS AN ACCURATE REPRESENTATION OF THE EXTERIOR BOUNDARY LINES AND THE LOCATION OF THE BUILDINGS AND IMPROVEMENTS CONSTRUCTED OR TO BE CONSTRUCTED UPON THE PROPERTY.

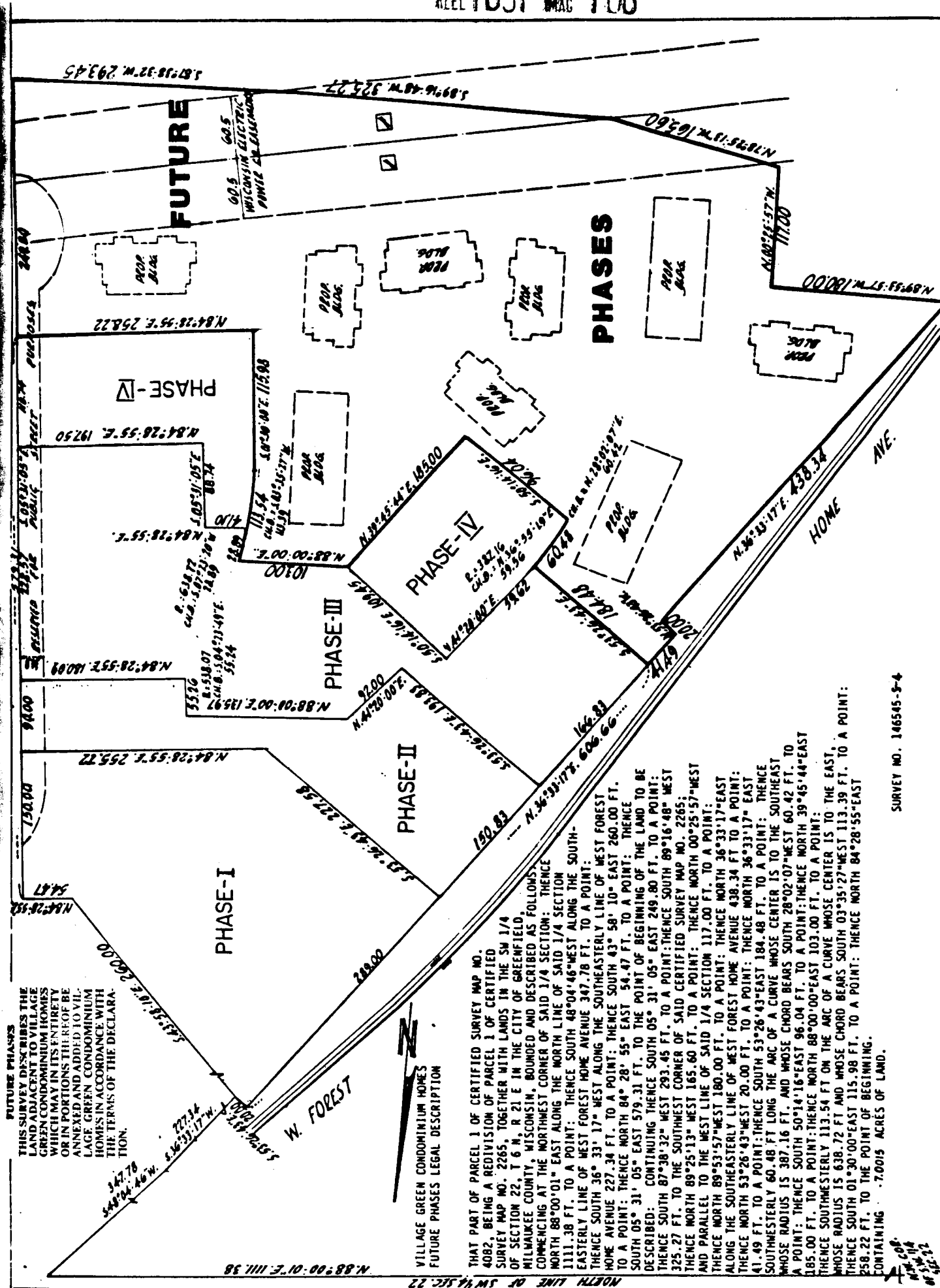
THIS CONDOMINIUM PLAT IS A CORRECT REPRESENTATION OF VILLAGE GREEN CONDOMINIUM HOMES AS PROPOSED AT THE DATE HEREOF AND THE IDENTIFICATION AND PROPOSED LOCATION OF EACH UNIT AND THE COMMON ELEMENTS CAN BE DETERMINED FROM THE PLAT. THE COMMON ELEMENTS ARE DEFINED TO BE ALL OF THE CONDOMINIUM PROPERTY, EXCEPT THE INDIVIDUAL UNITS DESCRIBED ON THIS PLAT. THE UNDERSIGNED SURVEYOR MAKES NO CERTIFICATION AS TO THE ACCURACY OF DIAGRAMMATIC FLOOR PLANS OF THE CONDOMINIUM BUILDINGS AND UNITS, CONTAINED IN THE PLAT OR THE APPROXIMATE DIMENSIONS OR FLOOR AREAS THEREOF.

Kenneth E. Berke
KENNETH E. BERKE, REGISTERED LAND SURVEYOR
REGISTRATION NO. S 107

VILLAGE GREEN CONDOMINIUM HOMES

**PHASE IV
SITE PLAN**



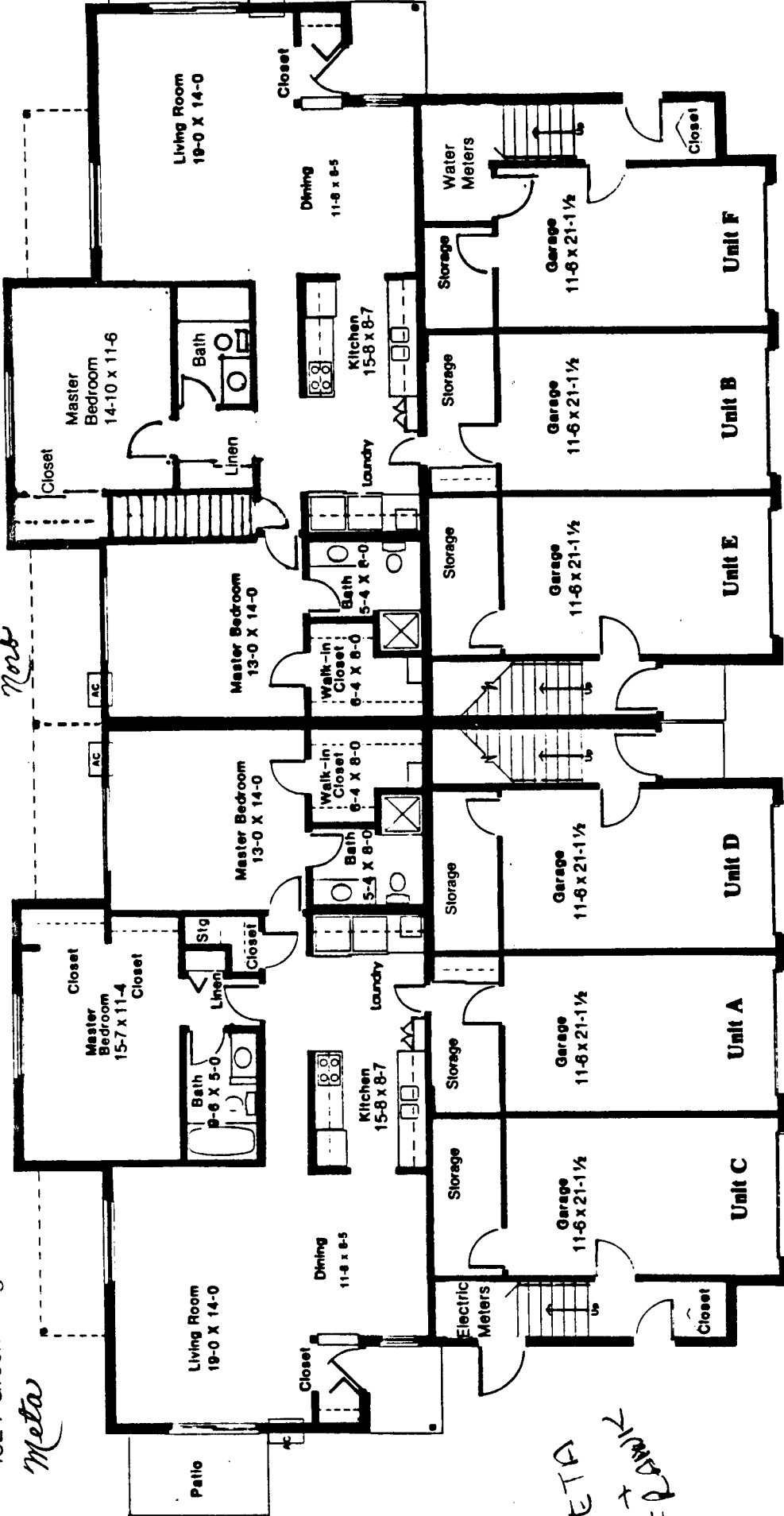


UNIT B
4514 Green Ridge Circle

North

UNIT A
4524 Green Ridge Circle

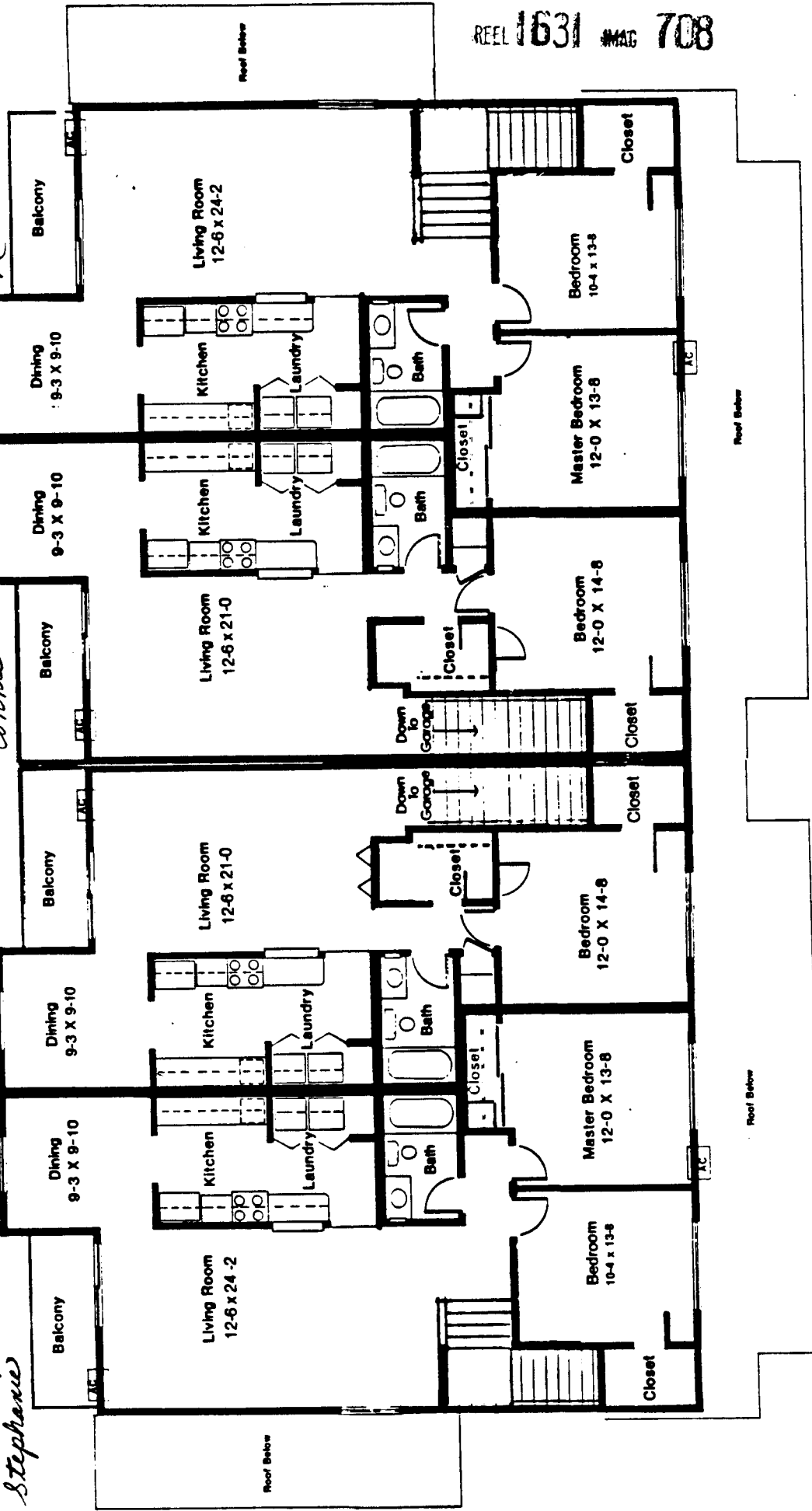
Meta



FIRST FLOOR PLAN

**PHASE IV
SIX-FAMILY BUILDING A-5**

UNIT C 4522 Green Ridge Circle *Stephanie*
UNIT D 4520 Green Ridge Circle
UNIT E 4518 Green Ridge Circle *Connie*
UNIT F 4516 Green Ridge Circle *Marie*



SECOND FLOOR PLAN

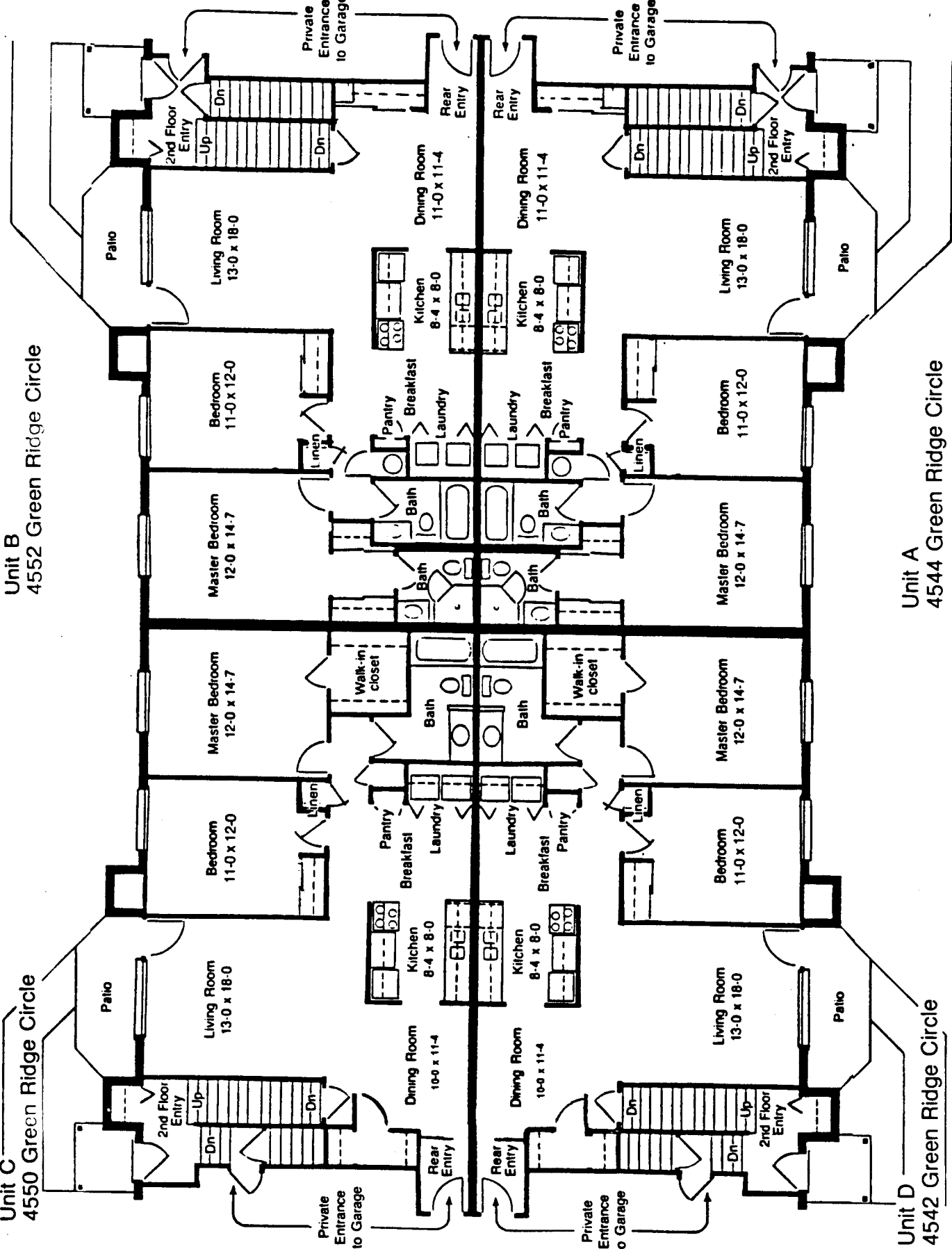
Except as otherwise indicated, all dimensions are from interior surface of wall to interior surface of wall. All dimensions shown are approximate.

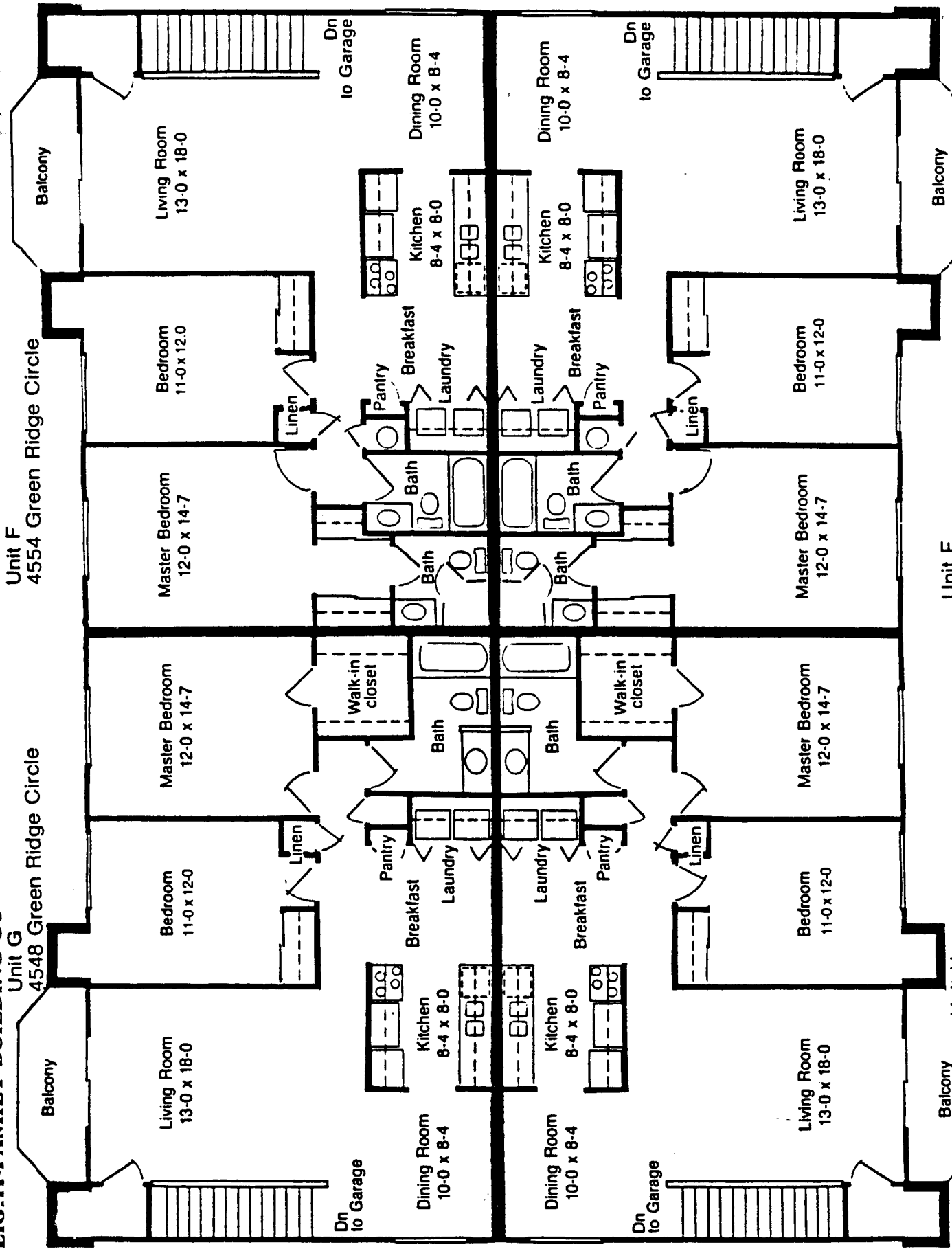
Unit B
4552 Green Ridge Circle

Unit C
4550 Green Ridge Circle

Unit A
4544 Green Ridge Circle

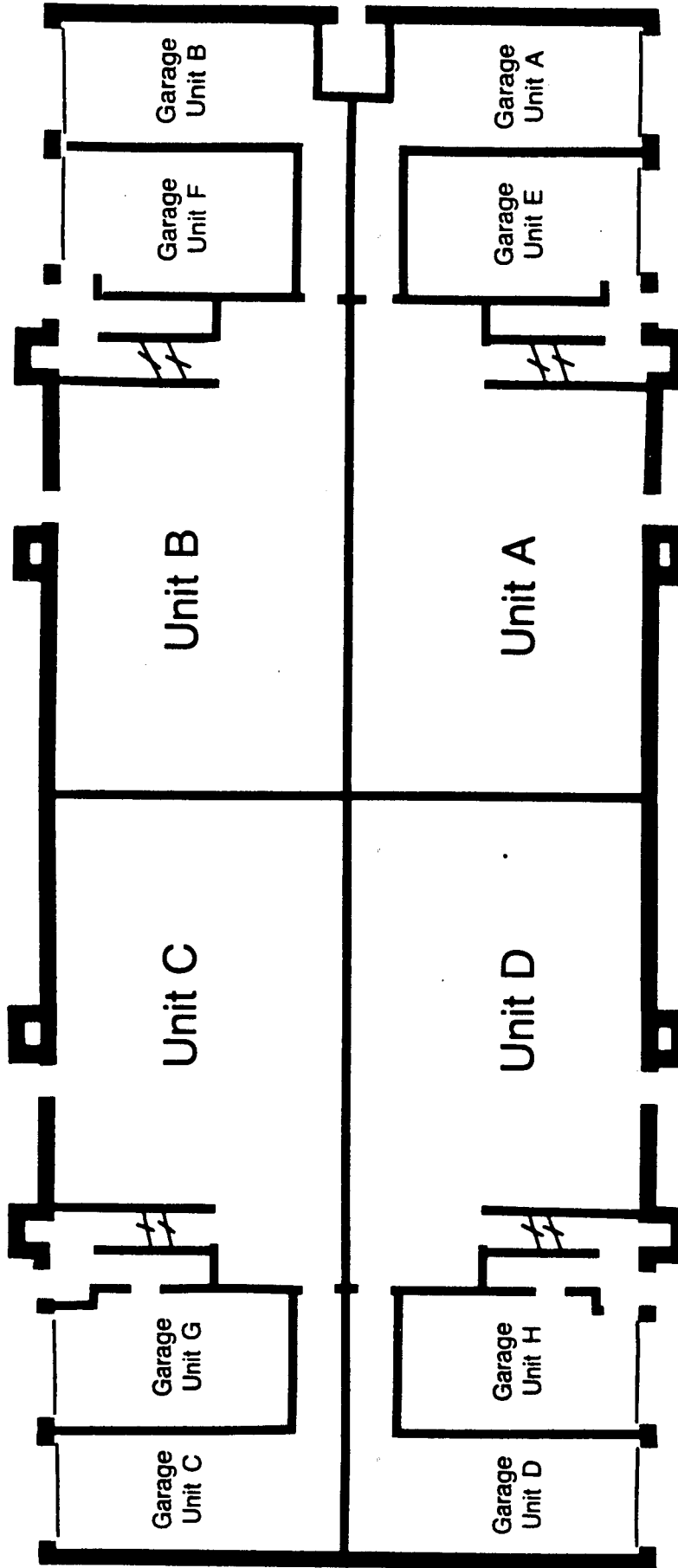
Unit D
4542 Green Ridge Circle





**VILLAGE GREEN CONDOMINIUM HOMES
CONDOMINIUM PLAT, PHASE IV
EIGHT-FAMILY BUILDING C-3**

GARAGE PLAN



REEL 1631 IMAG 711

5815944

AMENDMENT
TO

REGISTER'S OFFICE
Milwaukee County, Wis. } SS
RECORDED AT 55 AMM

RETURN TO:

David L. Petersen
Quaries & Brady
780 North Water St.
Milwaukee, WI 53202

CONDOMINIUM DECLARATION

OF

VILLAGE GREEN CONDOMINIUM HOMES
(PHASE V)

JUN - 6 1985 175 to
REEL 1760 IMAGE 175
Walter Buehl REGISTER
OF DEEDS

THIS AMENDMENT is made this 4th day of June, 1985, by STEELE DEVELOPMENT CORPORATION, a Wisconsin corporation, (hereinafter "Declarant"), pursuant to the Condominium Declaration for VILLAGE GREEN CONDOMINIUM HOMES, recorded on April 16, 1982 in the Office of the Register of Deeds for Milwaukee County, Wisconsin in Reel 1439, Images 223 to 238, inclusive, as Document No. 5535027, as amended by Amendment (Phase II) recorded on January 31, 1983 in the Office of the Register of Deeds for Milwaukee County, Wisconsin as Document No. 5592910, by Amendment (Phase III) recorded on August 22, 1983 in the office of the Register of Deeds for Milwaukee County, Wisconsin as Document No. 5645644, and by Amendment (Phase IV) recorded on April 19, 1984 in the office of the Register of Deeds for Milwaukee County, Wisconsin as Document No. 5709890, (the "Declaration"), and pursuant to the Condominium Ownership Act of the State of Wisconsin, Chapter 703 of the Wisconsin Statutes (hereinafter the "Act").

5815944 #
RECORD 42.10

1. Statement of Declaration.

The purpose of this Amendment is to annex and submit the land hereinafter described and the improvements constructed or to be constructed thereon to the condominium form of ownership as a part of VILLAGE GREEN CONDOMINIUM HOMES in the manner provided by the Act and the Declaration.

SUBTOTAL 94.20
TOTAL 94.20
B CASH B 94.20
#130030 C002 R01 T10:58

Declarant hereby declares that it is the owner of the real property described in Section 2 hereof and shown on pages 1 and 2 of the Condominium Plat (Phase V) attached hereto, together with all buildings and improvements constructed or to be constructed thereon (the "Property"), which are hereby submitted to the condominium form of ownership as a part of VILLAGE GREEN CONDOMINIUM HOMES as provided in the Declaration, and which Property shall be held, conveyed, devised, leased, encumbered, used, improved, and in all respects otherwise affected subject to the provisions, conditions, covenants, restrictions and easements of the Declaration for VILLAGE GREEN CONDOMINIUM HOMES. All provisions hereof and of the Declaration shall be deemed to run with the land described and shall constitute benefits and burdens to the Declarant, its successors and assigns, and to all parties hereafter having any interest in the Property.

2. Legal Description.

The real estate described hereinafter and described as Phase V in the Condominium Plat (Phase V) attached hereto, together with all buildings and improvements constructed or to be constructed thereon, are hereby annexed to VILLAGE GREEN CONDOMINIUM HOMES and are subjected to the provisions of the Declaration. The buildings and units constructed or to be constructed on the real estate are more fully described in the building and floor plans attached hereto as a part of the Condominium Plat (Phase V), which show the layout, locations, unit numbers, and approximate dimensions of the buildings and units. The real estate subjected to the provisions of the Declaration hereby is described as follows:

Phase V

THAT PART OF PARCEL 1 OF CERTIFIED SURVEY MAP NO. 4082, BEING A REDIVISION OF PARCEL 1 OF CERTIFIED SURVEY MAP NO. 2265, TOGETHER WITH LANDS IN THE NW 1/4 AND THE SW 1/4 OF SECTION 22, T 6 N, R 21 E, IN THE CITY OF GREENFIELD, MILWAUKEE COUNTY, WISCONSIN, MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF PARCEL 1 OF CERTIFIED SURVEY MAP NO. 4082; THENCE SOUTH $87^{\circ}38'32''$ WEST ALONG THE SOUTH LINE OF PARCEL 1 AFORESAID 259.54 FT. TO A POINT; THENCE NORTH $01^{\circ}30'00''$ WEST 236.07 FT. TO A POINT (SAID POINT TO BE KNOWN AS REFERENCE POINT "A"); THENCE NORTH $84^{\circ}28'55''$ EAST 242.60 FT. TO A POINT ON THE EASTERLY LINE OF PARCEL 1; THENCE SOUTH $05^{\circ}31'05''$ EAST ALONG THE EAST LINE OF PARCEL 1 AFORESAID 249.80 FT. TO THE POINT OF BEGINNING. ALSO THAT PART OF PARCEL 1 CERTIFIED SURVEY MAP NO. 4082, BEING A REDIVISION OF PARCEL 1 OF CERTIFIED SURVEY MAP NO. 2265, TOGETHER WITH LANDS IN THE NW 1/4 AND THE SW 1/4 OF SECTION 22, T 6 N, R 21 E, IN THE CITY OF GREENFIELD, MILWAUKEE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT REFERENCE POINT "A": THENCE SOUTH $84^{\circ}28'55''$ WEST 15.62 FT. TO A POINT; THENCE NORTH $01^{\circ}30'00''$ WEST 22.75 FT. TO THE POINT OF BEGINNING OF LANDS TO BE DESCRIBED: THENCE SOUTH $88^{\circ}00'00''$ WEST 183.59 FT. TO A POINT; THENCE SOUTH $02^{\circ}00'00''$ EAST 20.00 FT. TO A POINT; THENCE SOUTH $88^{\circ}00'00''$ WEST 140.00 FT. TO A POINT; THENCE NORTHERLY 157.71 FT. ALONG THE ARC OF A CURVE WHOSE CENTER IS TO THE SOUTHEAST WHOSE RADIUS IS 387.16 FT. AND WHOSE CHORD BEARS NORTH $11^{\circ}53'24''$ EAST 156.62 FT. TO A POINT; THENCE SOUTH $50^{\circ}14'16''$ EAST 96.04 TO A POINT; THENCE NORTH $39^{\circ}45'44''$ EAST 185.00 FT. TO A POINT; THENCE NORTH $89^{\circ}00'00''$ EAST 103.00 FT. TO A POINT; THENCE SOUTHWESTERLY 113.54 FT. ALONG THE ARC OF A CURVE WHOSE CENTER IS TO THE SOUTHEAST WHOSE RADIUS IS 638.72 FT. AND WHOSE CHORD BEARS SOUTH $03^{\circ}35'33''$ WEST 113.39 FT. TO A POINT; THENCE SOUTH $01^{\circ}30'00''$ EAST 93.22 FT. TO THE POINT OF BEGINNING.

3. Effect of Annexation.

By this Amendment to the Declaration, three (3) buildings containing or to contain twenty (20) condominium units are annexed and added to VILLAGE GREEN CONDOMINIUM HOMES, and subjected to the Declaration. All of the provisions, restrictions, covenants, terms and conditions of the Declaration and the Articles of Incorporation and By-Laws of Village Green Condominium Homes, Inc., and such restrictions, rules and regulations as may be promulgated thereunder, shall be applicable to the Property and units hereby annexed to the condominium.

By reason of this Amendment and the annexation of the said twenty (20) additional residential units to VILLAGE GREEN CONDOMINIUM HOMES, as of the effective date hereof, the original Declaration is amended in the following respects only:

3.1 *Number of Units.* There are a total of thirteen (13) main residential buildings in VILLAGE GREEN CONDOMINIUM HOMES, comprising a total of ninety (90) residential units.

3.2 *Percentage Interest.* The percentage of undivided ownership interest in the common elements and facilities and limited common elements appurtenant to each unit and its owner for all purposes, including proportionate payment of common expenses, but exclusive of voting, is determined in accordance with provisions of the Declaration, and as of the effective date of this Amendment shall be as follows:

	<u>Unit No.</u>	<u>Unit Type</u>	<u>Square Footage</u>	<u>Unit Percentage</u>
Phase I	4438	6-A	1215	1.24%
	4428	6-B	1215	1.24
	4436	6-C	1020	1.04
	4434	6-D	835	0.85
	4432	6-E	835	0.85
	4430	6-F	1020	1.04
	4415-A	8-A	1100	1.12
	4415-B	8-B	1030	1.05
	4415-C	8-C	1030	1.05
	4415-D	8-D	1030	1.05
	4415-E	8-E	1035	1.06
	4415-F	8-F	1035	1.06
	4415-G	8-G	1110	1.13
	4415-H	8-H	1110	1.13
	4450	6-A	1215	1.24%
	4440	6-B	1215	1.24
Phase II	4448	6-C	1020	1.04
	4446	6-D	835	0.85
	4444	6-E	835	0.85
	4442	6-F	1020	1.04
	4417-A	8-A	1100	1.12
	4417-B	8-B	1030	1.05
	4417-C	8-C	1030	1.05
	4417-D	8-D	1030	1.05
	4417-E	8-E	1035	1.06
	4417-F	8-F	1035	1.06
	4417-G	8-G	1110	1.13
	4417-H	8-H	1110	1.13

	<u>Unit No.</u>	<u>Unit Type</u>	<u>Square Footage</u>	<u>Unit Percentage</u>
Phase III	4462	6-A	1287	1.31%
	4452	6-B	1287	1.31
	4460	6-C	1044	1.07
	4458	6-D	911	0.93
	4456	6-E	911	0.93
	4454	6-F	1044	1.07
	4512	6-A	1287	1.31
	4502	6-B	1287	1.31
	4510	6-C	1044	1.07
	4508	6-D	911	0.93
	4506	6-E	911	0.93
	4504	6-F	1044	1.07
	4419-A	8-A	1100	1.12
	4419-B	8-B	1030	1.05
	4419-C	8-C	1030	1.05
	4419-D	8-D	1030	1.05
	4419-E	8-E	1035	1.06
	4419-F	8-F	1035	1.06
	4419-G	8-G	1110	1.13
	4419-H	8-H	1110	1.13
	4447	C8-A	1103	1.13
	4455	C8-B	1103	1.13
	4453	C8-C	1103	1.13
	4445	C8-D	1103	1.13
	4449	C8-E	1135	1.16
	4457	C8-F	1135	1.16
	4451	C8-G	1135	1.16
	4443	C8-H	1135	1.16
Phase IV	4524	6-A	1287	1.31%
	4514	6-B	1287	1.31
	4522	6-C	1068	1.09
	4520	6-D	911	0.93
	4518	6-E	911	0.93
	4516	6-F	1068	1.09
	4544	C8-A	1103	1.13
	4552	C8-B	1103	1.13
	4550	C8-C	1103	1.13
	4542	C8-D	1103	1.13
	4546	C8-E	1135	1.16
	4554	C8-F	1135	1.16
	4548	C8-G	1135	1.16
	4540	C8-H	1135	1.16

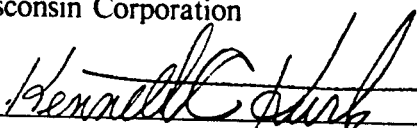
	<u>Unit No.</u>	<u>Unit Type</u>	<u>Square Footage</u>	<u>Unit Percentage</u>
	4505	C2-8-A	1178	1.20%
	4513	C2-8-B	1178	1.20
	4511	C2-8-C	1178	1.20
	4503	C2-8-D	1221	1.20
	4507	C2-8-E	1221	1.25
	4515	C2-8-F	1221	1.25
	4509	C2-8-G	1221	1.25
	4501	C2-8-H	1221	1.25
Phase V	4536	6A	1287	1.31
	4526	6B	1287	1.31
	4534	6C	1044	1.07
	4532	6D	911	0.93
	4530	6E	911	0.93
	4528	6F	1044	1.07
	4566	6A	1303	1.33
	4556	6B	1303	1.33
	4564	6C	1122	1.15
	4562	6D	902	0.92
	4560	6E	902	0.92
	4558	6F	1122	1.15

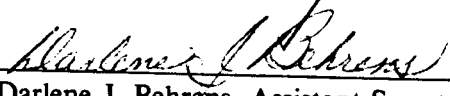
4. Effective Date

The effective date of this Amendment shall be the date it is recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin.

IN WITNESS WHEREOF, this Amendment has been executed by duly authorized officers of Steele Development Corporation, Declarant, as of the date first set forth above.

STEELE DEVELOPMENT CORPORATION,
a Wisconsin Corporation

By 
Kenneth C. Kurtz, Vice President

Attest 
Darlene J. Behrens, Assistant Secretary

AUTHENTICATION

Signatures of Kenneth C. Kurtz and Darlene J. Behrens authenticated this 4th
day of June, 1985.



David L. Petersen

Title: Member, State Bar of Wisconsin

This instrument was drafted by:
David L. Petersen
Quarles & Brady
780 North Water Street
Milwaukee, Wisconsin 53202

177 151 Amend5

VILLAGE GREEN CONDOMINIUM HOMES PHASE V LEGAL DESCRIPTION

THAT PART OF PARCEL 1 OF CERTIFIED SURVEY MAP NO. 4082, BEING A REVISION OF PARCEL 1 OF CERTIFIED SURVEY MAP NO. 2265, TOGETHER WITH LANDS IN THE NW 1/4 AND THE SW 1/4 OF SECTION 22, T. 6 N., R. 21 E., IN THE CITY OF GREENFIELD, MILWAUKEE COUNTY, WISCONSIN, MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF PARCEL 1 OF CERTIFIED SURVEY MAP NO. 4082;

THENCE SOUTH 87° 38' 32" WEST ALONG THE SOUTH LINE OF PARCEL 1 AFORESAID 259.34 FT. TO A POINT;

THENCE NORTH 01° 30' 00" WEST 236.07 FT. TO A POINT (SAID POINT TO BE KNOWN AS REFERENCE POINT "A");

THENCE NORTH 84° 28' 53" EAST 242.60 FT. TO A POINT ON THE EASTERLY LINE OF PARCEL 1;

THENCE SOUTH 05° 31' 05" EAST ALONG THE EAST LINE OF PARCEL 1 AFORESAID 249.80 FT. TO THE POINT OF BEGINNING.

ALSO THAT PART OF PARCEL 1 CERTIFIED SURVEY MAP NO. 4082, BEING A REVISION OF PARCEL 1 OF CERTIFIED SURVEY MAP NO. 2265, TOGETHER WITH LANDS IN THE NW 1/4 AND THE SW 1/4 OF THE SW 1/4 OF SECTION 22, T. 6 N., R. 21 E., IN THE CITY OF GREENFIELD, MILWAUKEE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT REFERENCE POINT "A";

THENCE SOUTH 84° 28' 53" WEST 15.62 FT. TO A POINT;

THENCE NORTH 01° 30' 00" WEST 22.75 FT. TO THE POINT OF BEGINNING OF LANDS TO BE DESCRIBED;

THENCE SOUTH 88° 00' 00" WEST 183.59 FT. TO A POINT;

THENCE SOUTH 07° 00' 00" EAST 20.00 FT. TO A POINT;

THENCE SOUTH 88° 00' 00" WEST 140.00 FT. TO A POINT;

THENCE NORTHERLY 157.71 FT. ALONG THE ARC OF A CURVE WHOSE CENTER IS TO THE SOUTHEAST WHOSE RADIUS IS 387.16 FT. AND WHOSE CHORD BEARS NORTH 11° 53' 24" EAST 156.62 FT. TO A POINT;

THENCE SOUTH 50° 14' 16" EAST 96.04 FT. TO A POINT;

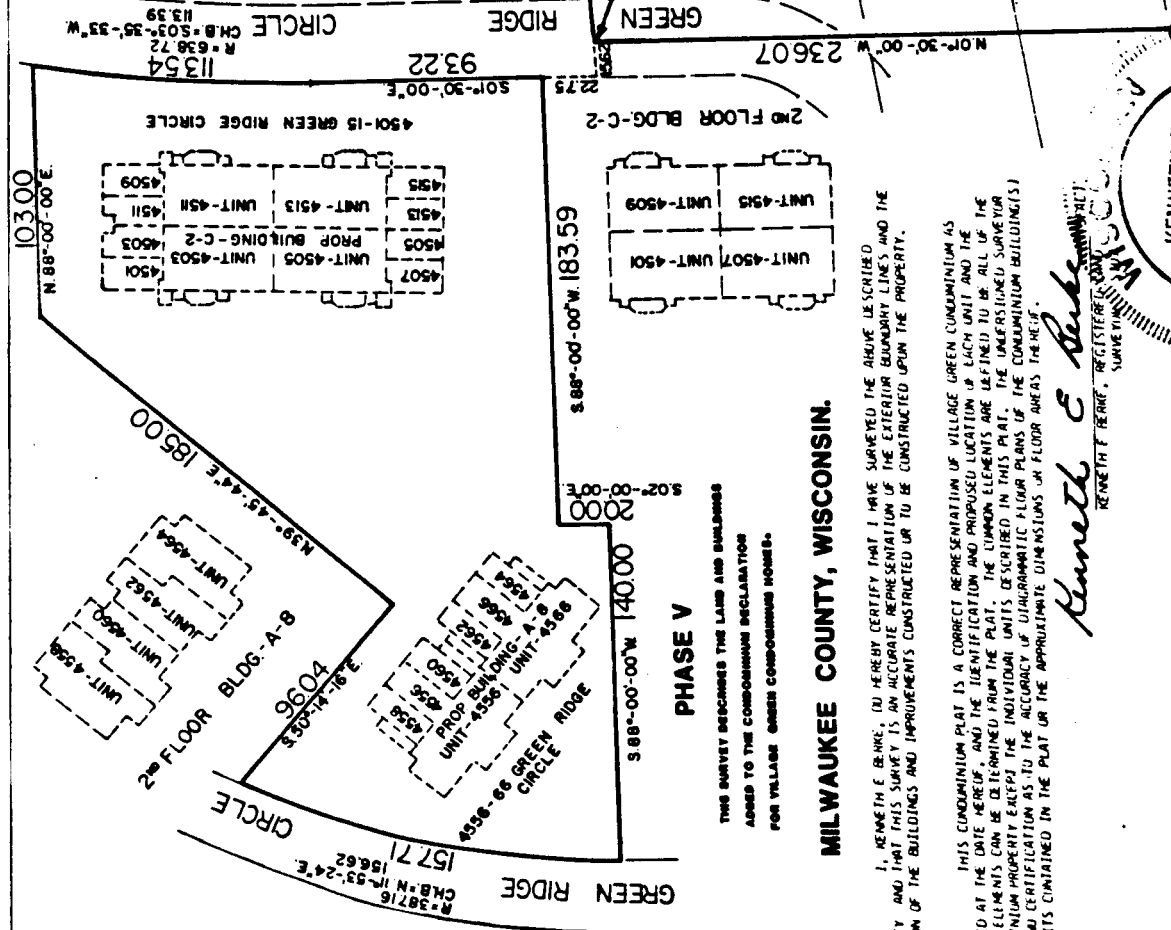
THENCE NORTH 39° 45' 44" EAST 185.00 FT. TO A POINT;

THENCE NORTH 89° 00' 00" EAST 103.00 FT. TO A POINT;

THENCE SOUTHWESTERLY 113.54 FT. ALONG THE ARC OF A CURVE WHOSE CENTER IS TO THE SOUTHEAST WHOSE RADIUS IS 628.72 FT. AND WHOSE CHORD BEARS SOUTH 03° 35' 31" WEST 113.39 FT. TO A POINT;

THENCE SOUTH 01° 30' 00" EAST 93.22 FT. TO THE POINT OF BEGINNING.

SURVEY NO. 146545-4-5



PHASE V

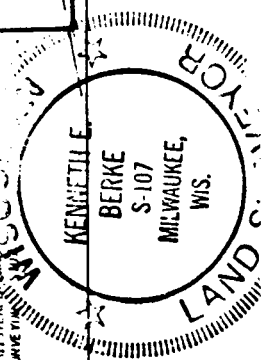
THIS SURVEY DESCRIBES THE LAND AND BUILDINGS ADJACENT TO THE CONDOMINIUM DECLARATION FOR VILLAGE GREEN CONDOMINIUM HOMES.

MILWAUKEE COUNTY, WISCONSIN.

I, KENNETH E. BERKE, DO HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THIS SURVEY IS AN ACCURATE REPRESENTATION OF THE EXTERIOR BOUNDARY LINES AND THE LOCATION OF THE BUILDINGS AND IMPROVEMENTS CONSTRUCTED OR TO BE CONSTRUCTED UPON THE PROPERTY.

THIS CONDOMINIUM PLAT IS A CORRECT REPRESENTATION OF VILLAGE GREEN CONDOMINIUM AS PHASED AT THE DATE HEREOF, AND THE IDENTIFICATION AND PROPOSED LOCATION OF EACH UNIT AND THE COMMON ELEMENTS CAN BE DETERMINED FROM THE PLAT. THE COMMON ELEMENTS ARE IDENTIFIED TO BE ALL OF THE CONDOMINIUM PROPERTY EXCEPT THE INDIVIDUAL UNITS DESCRIBED IN THIS PLAT. THE UNDERSIGNED SURVEYOR MAKES NO CERTIFICATION AS TO THE ACCURACY OF UTM COORDINATE PLANS OF THE CONDOMINIUM BUILDING(S) AND UNITS CONTAINED IN THE PLAT OR THE APPROPRIATE DIMENSIONS OR FLOOR AREAS THEREOF.

Kenneth E. Berke
KENNETH E. BERKE, REGISTERED SURVEYOR



PHASE V

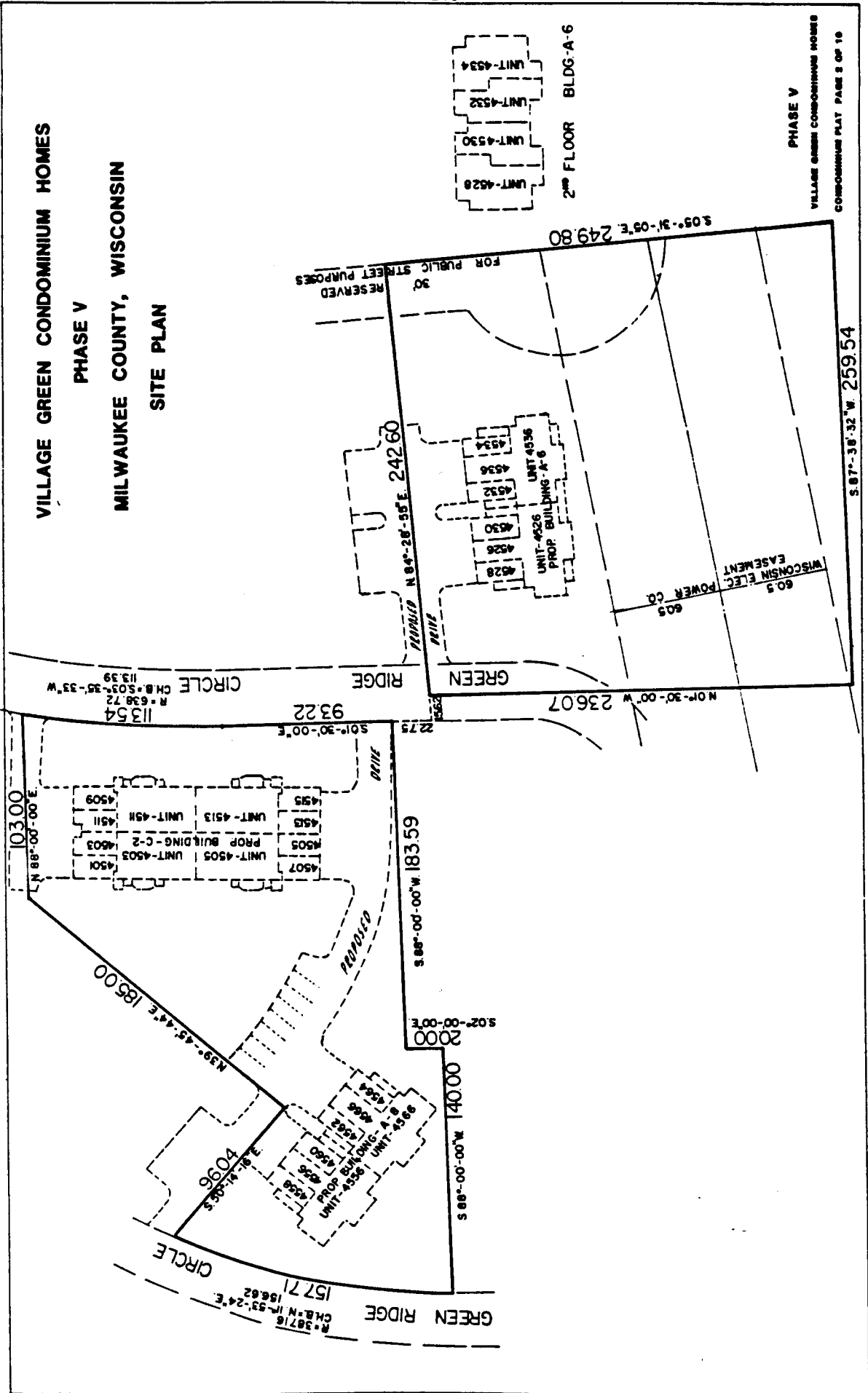
VILLAGE GREEN CONDOMINIUM HOMES
CONDOMINIUM PLAT PAGE 1 OF 10

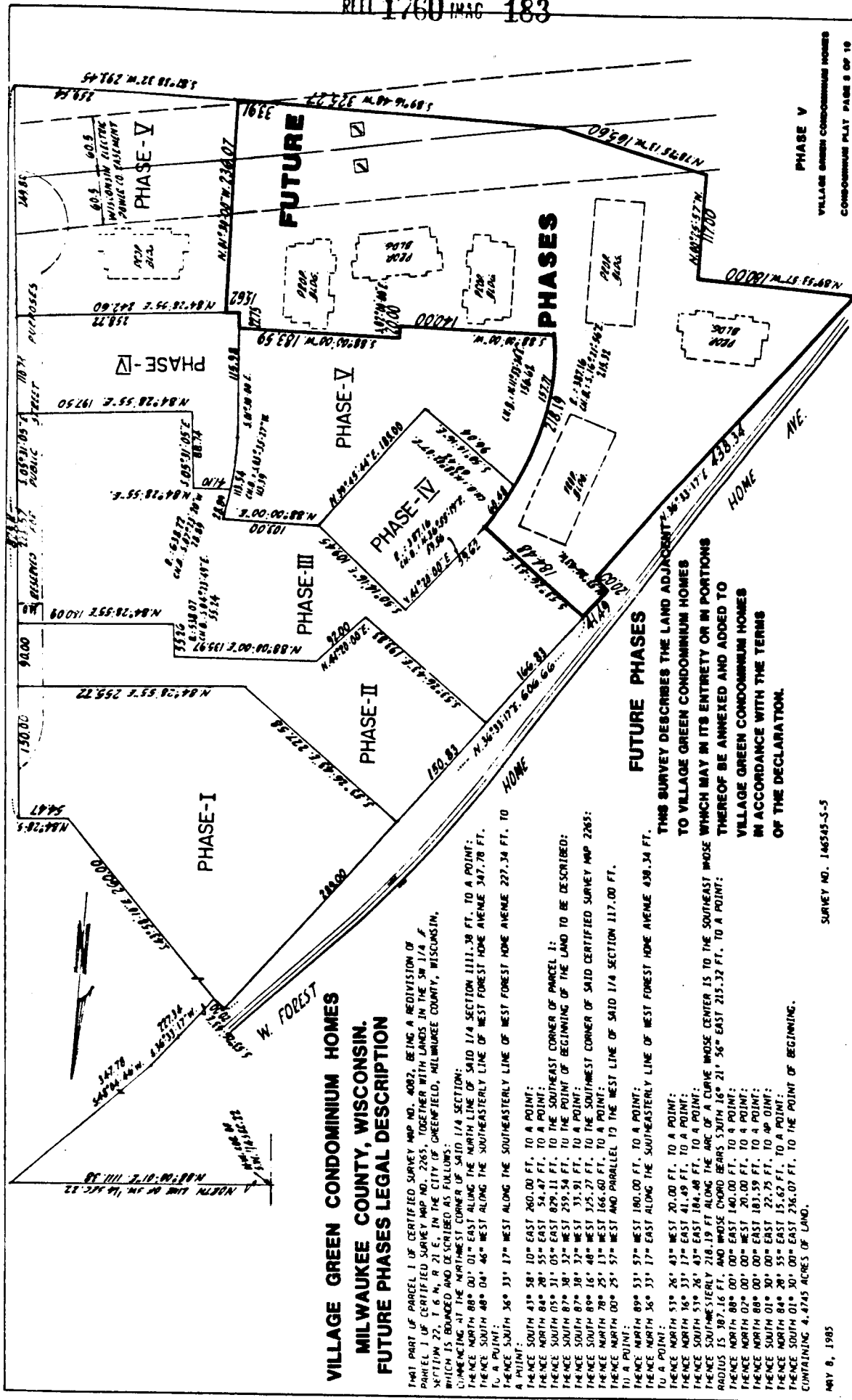
VILLAGE GREEN CONDOMINIUM HOMES

PHASE V

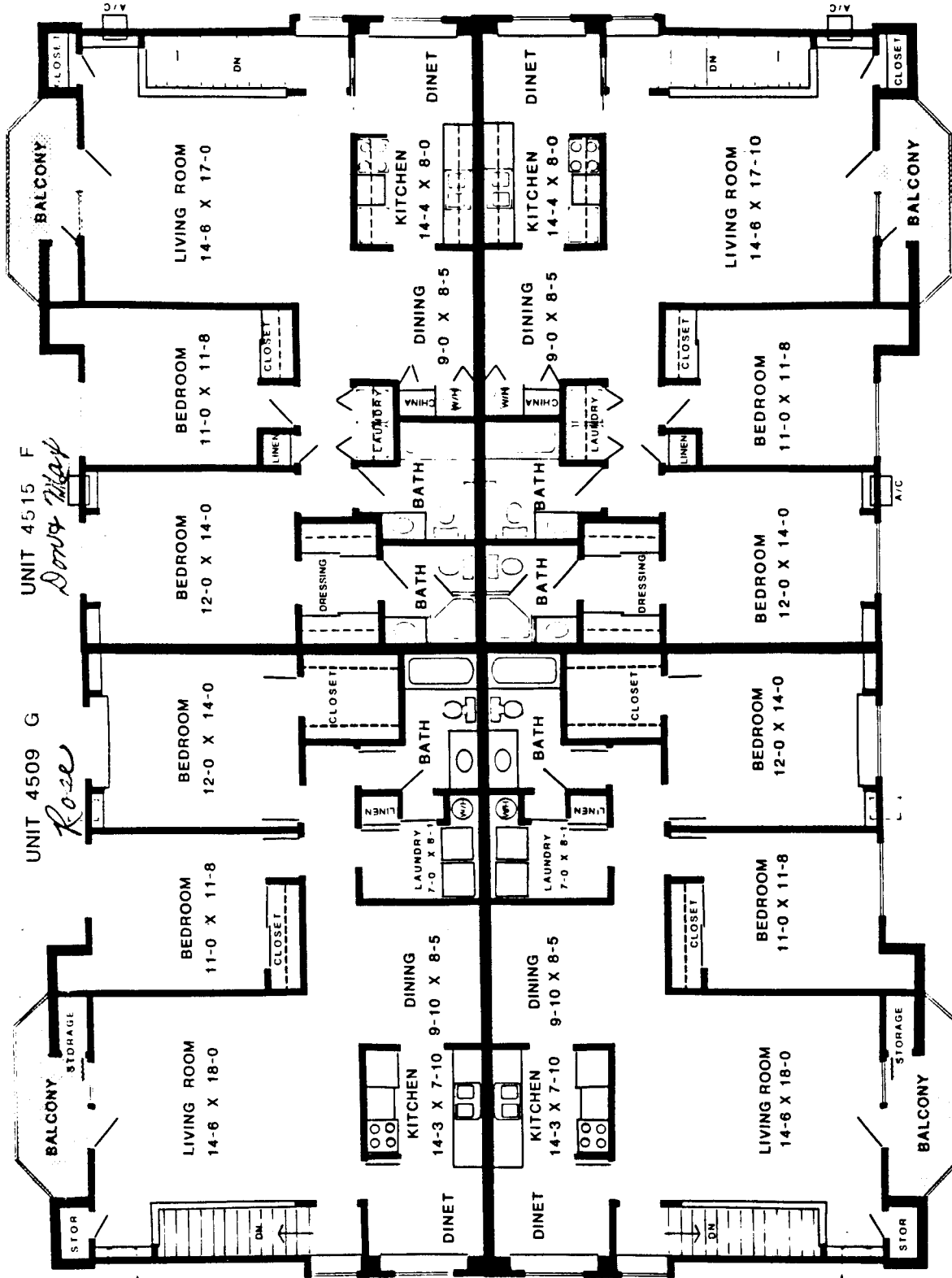
MILWAUKEE COUNTY, WISCONSIN

SITE PLAN









VILLAGE GREEN CONDOMINIUM HOMES
MILWAUKEE COUNTY
CONDOMINIUM PLAT PHASE V
EIGHT FAMILY BUILDING C-2

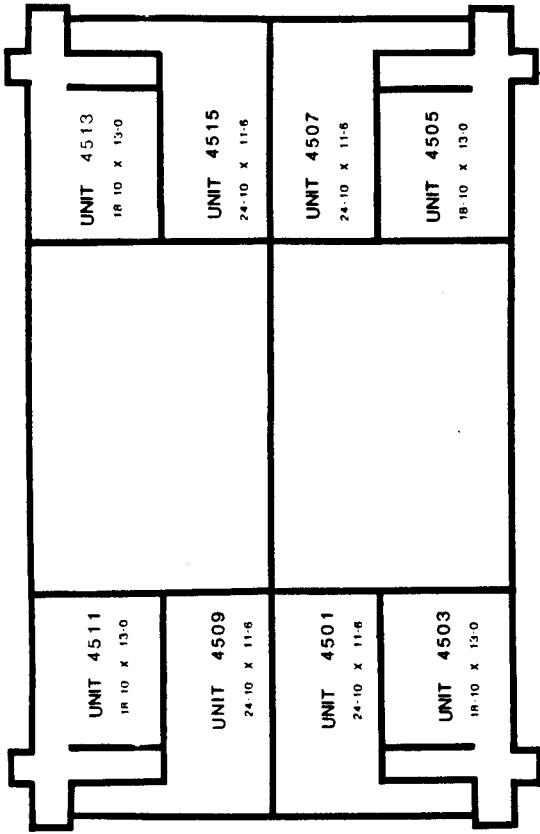
UNIT 4507 E

UNIT 4501 H

LIMITED COMMON ELEMENTS
UNIT BOUNDARY

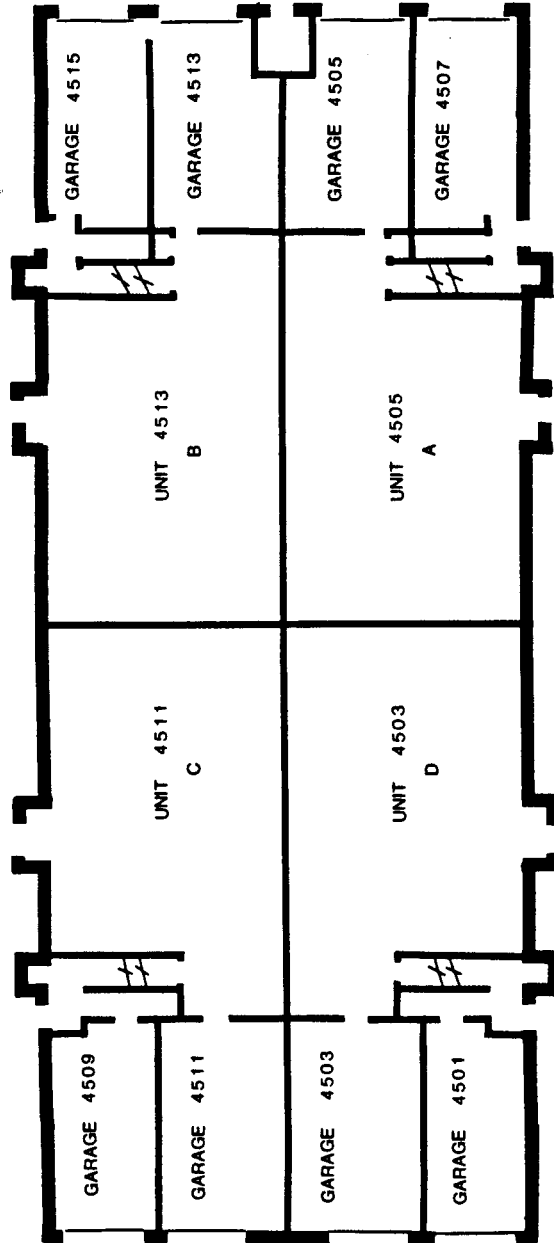
SECOND FLOOR PLAN

Village Green Condominium Homes — Phase V
Condominium Plat — Page 5 of 10



BASEMENT - EIGHT FAMILY BUILDING C-2

UNIT BOUNDARY



FIRST FLOOR - EIGHT FAMILY BUILDING C-2

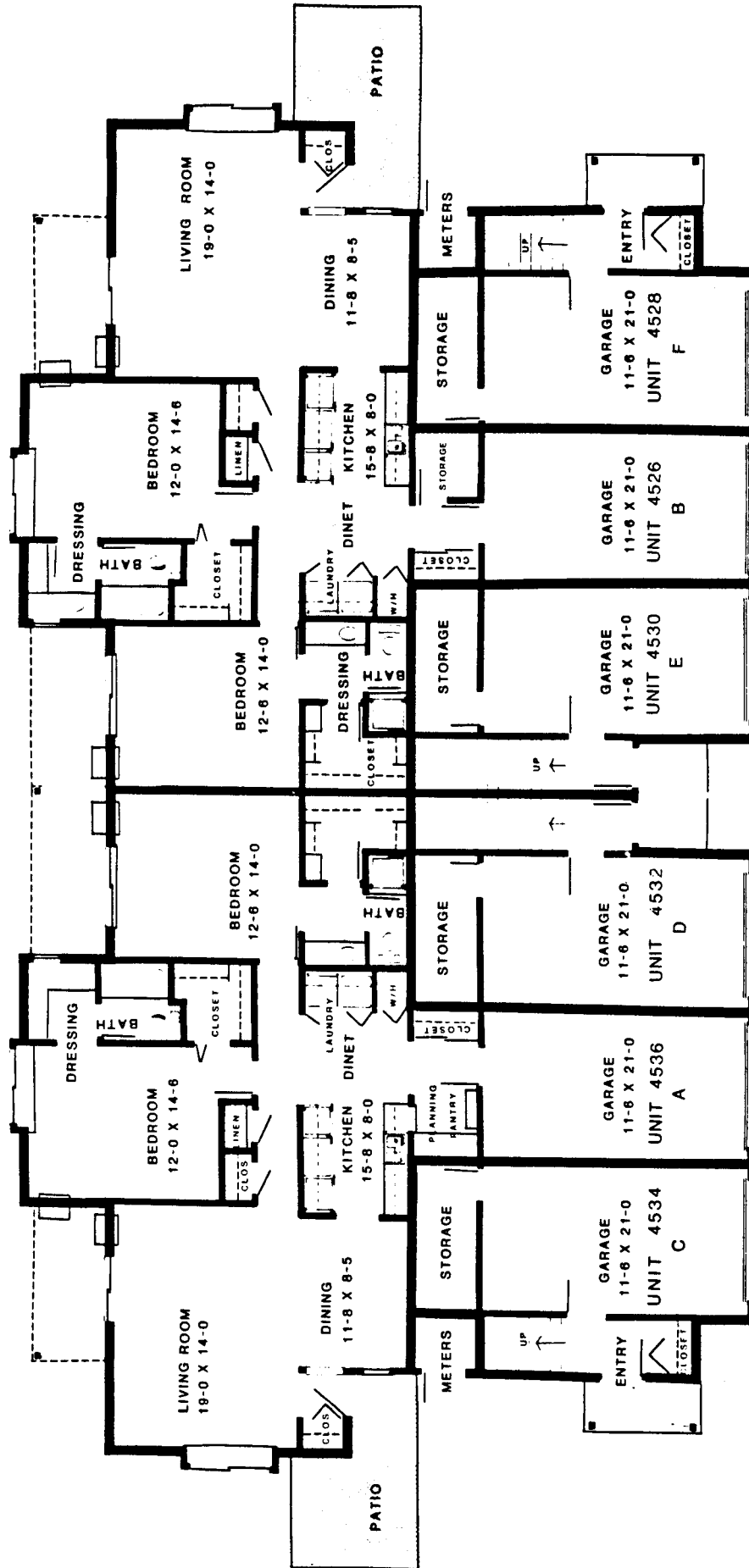
VILLAGE GREEN CONDOMINIUM HOMES
MILWAUKEE COUNTY
CONDOMINIUM PLAT PHASE V
EIGHT FAMILY BUILDING C-2

VILLAGE GREEN CONDOMINIUM HOMES - MILWAUKEE COUNTY
PLAT BOOK PHASE V
SIX-FAMILY BUILDING A-6

UNIT BOUNDARY - FIRST FLOOR

UNIT A
4536

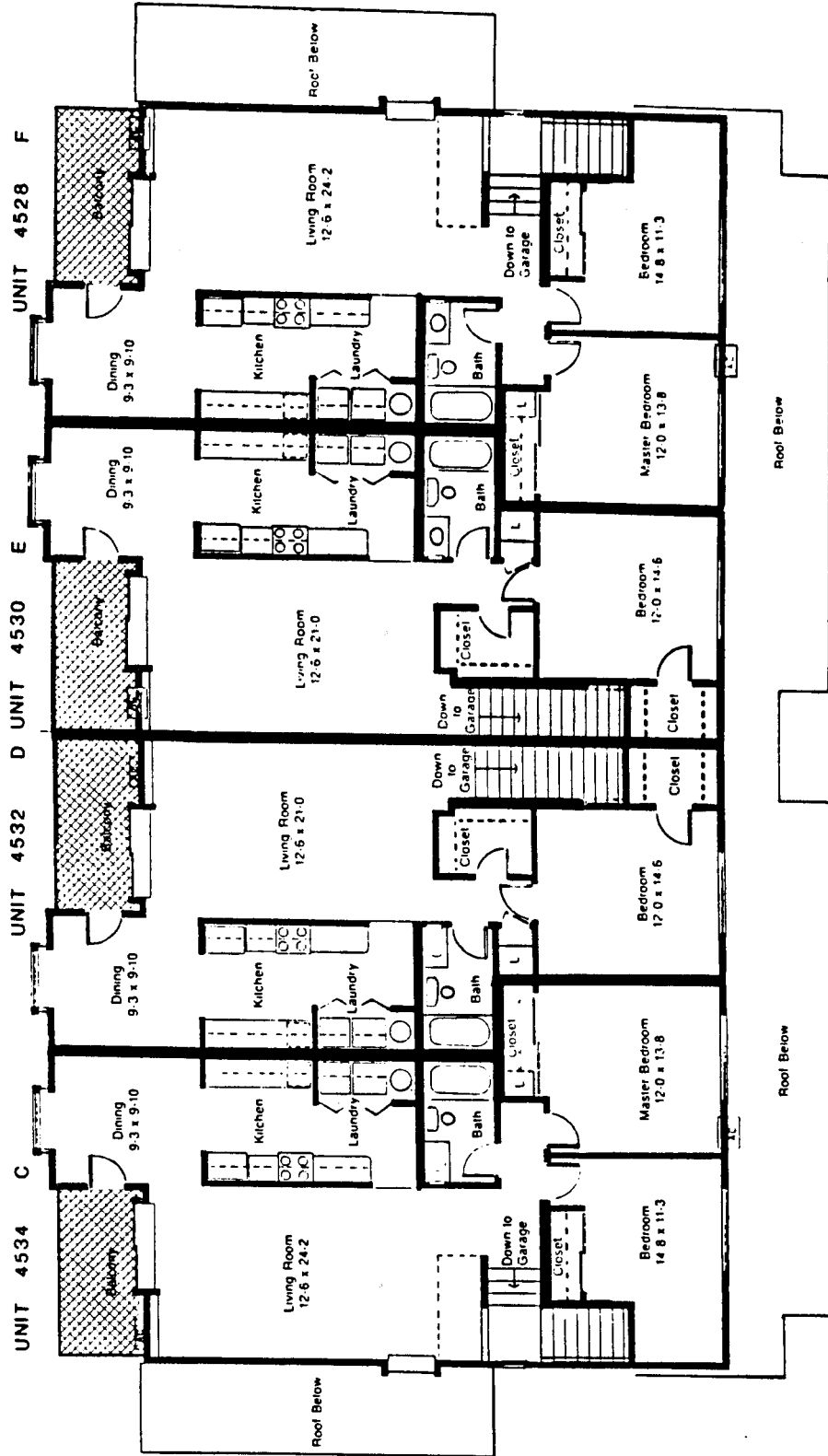
UNIT B
4526



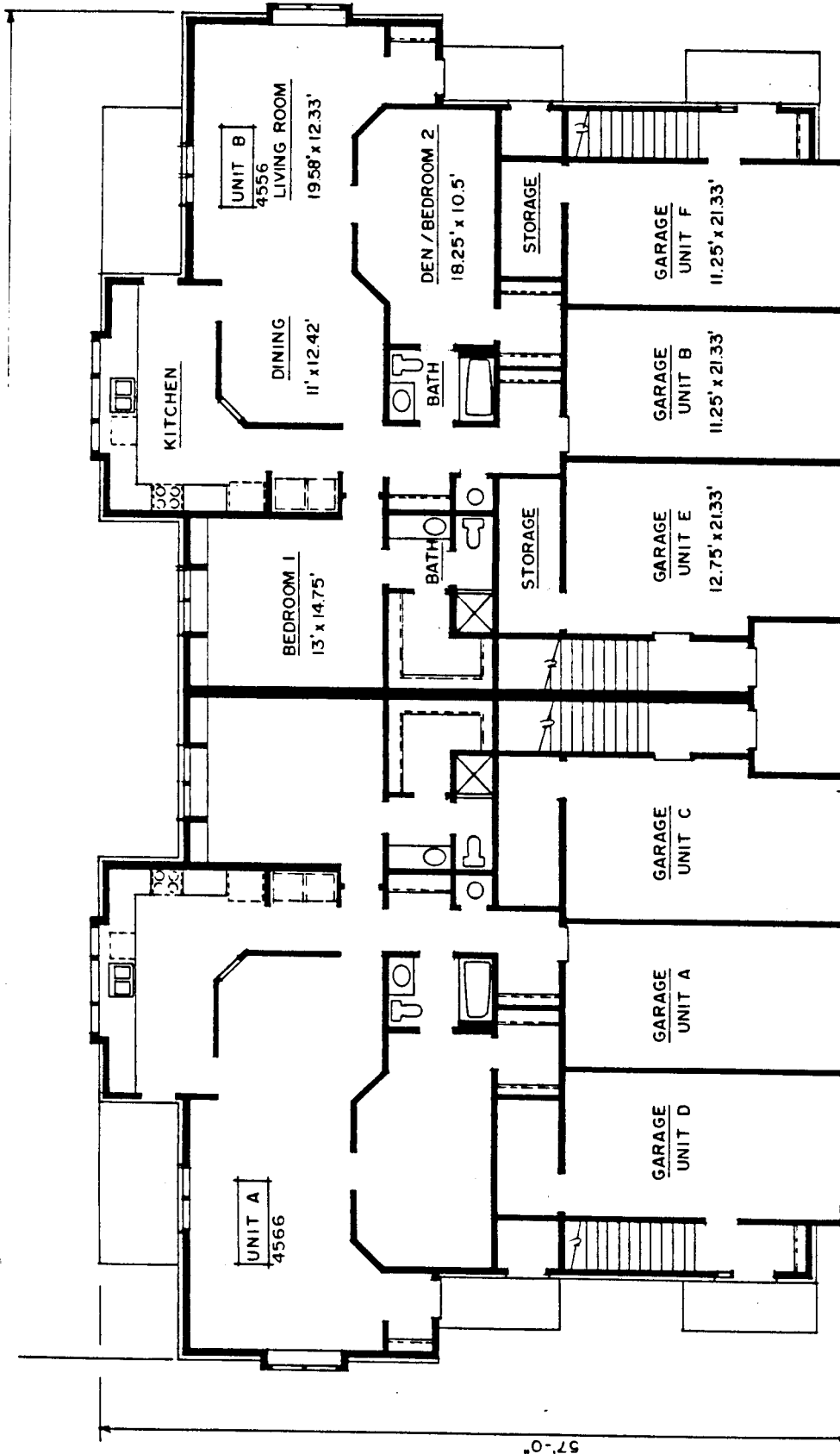
FIRST FLOOR PLAN

VILLAGE GREEN CONDOMINIUM HOMES - MILWAUKEE COUNTY
 PLAT BOOK PHASE V
 SIX-FAMILY BUILDING A-6

LIMITED COMMON ELEMENTS
 UNIT BOUNDARY



SECOND FLOOR PLAN



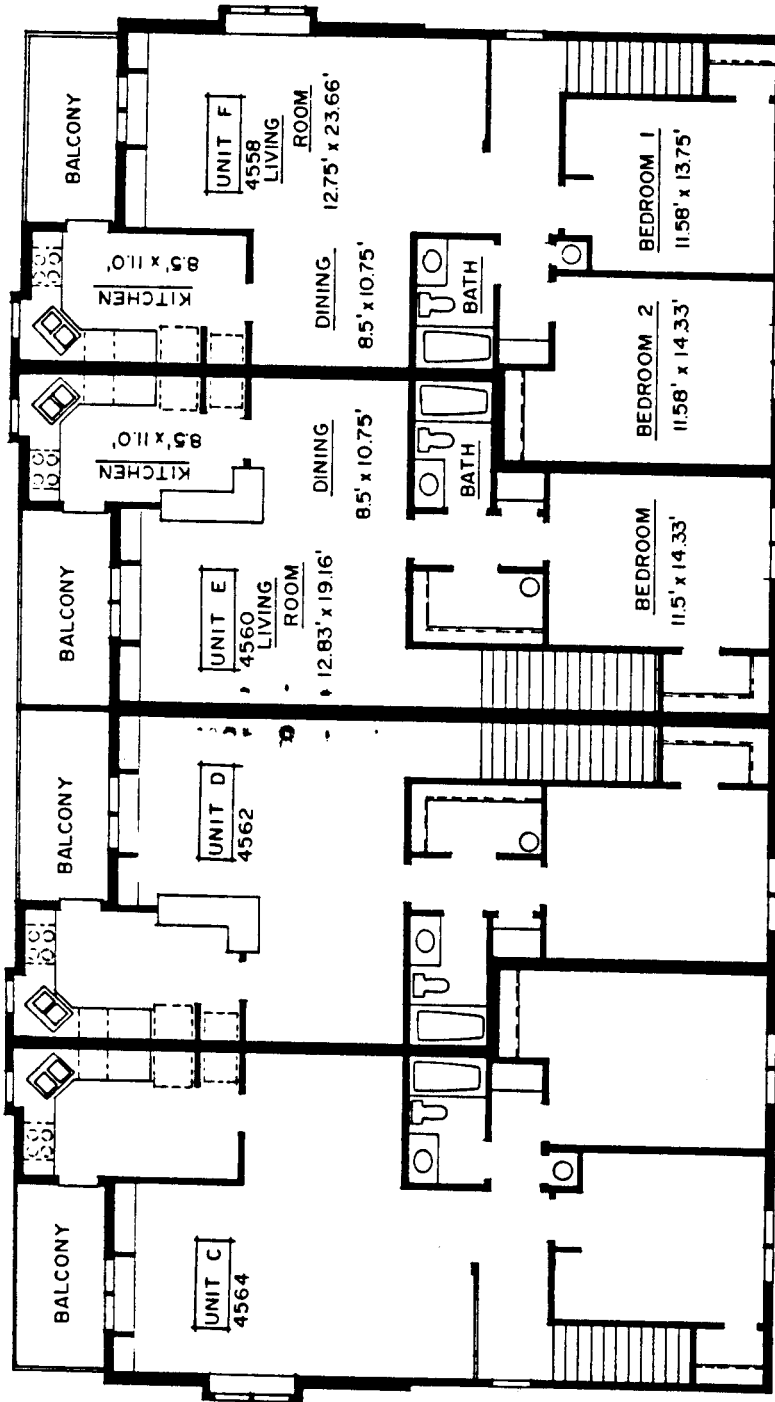
PATIOS - LIMITED COMMON ELEMENTS

BUILDING - A8 ADDRESSES

UNIT A 4566 GREEN RIDGE CIRCLE
UNIT B 4556 GREEN RIDGE CIRCLE

FIRST FLOOR PLAN

SCALE 1/8" = 1' — 0"



BALCONIES - LIMITED COMMON ELEMENTS

BUILDING - A8 ADDRESSES

- UNIT C 4564 GREEN RIDGE CIRCLE
- UNIT D 4562 GREEN RIDGE CIRCLE
- UNIT E 4560 GREEN RIDGE CIRCLE
- UNIT F 4558 GREEN RIDGE CIRCLE

SECOND FLOOR PLAN

SCALE 1/8" = 1' — 0"

RETURN TO:

Bot 1/2
David L. Petersen
Quarles & Brady
 780 North Water St.
 Milwaukee, WI 53202

AMENDMENT**TO****CONDOMINIUM DECLARATION****OF****VILLAGE GREEN CONDOMINIUM HOMES****(PHASE VI)****5897411**

REGISTER'S OFFICE } **SS**
 Milwaukee County, WI
RECORDED AT 8 30 AM

MAR 20 1986 713 toREEL 1858 IMAGE 730 incl

Walter A. Guregh REGISTER
 OF DEEDS

5897411 #

RECORD 38.00

THIS AMENDMENT is made this 19th day of March, 1986, by STEELE DEVELOPMENT CORPORATION, a Wisconsin corporation (hereinafter "Declarant"), pursuant to the Condominium Declaration for VILLAGE GREEN CONDOMINIUM HOMES, recorded on April 16, 1982 in the Office of the Register of Deeds for Milwaukee County, Wisconsin in Reel 1439, Images 223 to 238, inclusive, as Document No. 5535027, as amended by Amendment (Phase II) recorded on January 31, 1983 in the Office of the Register of Deeds for Milwaukee County, Wisconsin as Document No. 5592910, by Amendment (Phase III) recorded on August 22, 1983 in the office of the Register of Deeds for Milwaukee County, Wisconsin as Document No. 5645644, by Amendment (Phase IV) recorded on April 19, 1984 in the office of the Register of Deeds for Milwaukee County, Wisconsin as Document No. 5709890, and by Amendment (Phase V) recorded on June 6, 1985 in the office of the Register of Deeds for Milwaukee County, Wisconsin as Document No. 5815944 (the "Declaration"), and pursuant to the Condominium Ownership Act of the State of Wisconsin, Chapter 703 of the Wisconsin Statutes (hereinafter the "Act").

1. Statement of Declaration.

The purpose of this Amendment is to annex and submit the land hereinafter described and the improvements constructed or to be constructed thereon to the condominium form of ownership as a part of VILLAGE GREEN CONDOMINIUM HOMES in the manner provided by the Act and the Declaration.

Declarant hereby declares that it is the owner of the real property described in Section 2 hereof and shown on pages 1 and 2 of the Condominium Plat (Phase VI) attached hereto, together with all buildings and improvements constructed or to be constructed thereon (the "Property"), which are hereby submitted to the condominium form of ownership as a part of VILLAGE GREEN CONDOMINIUM HOMES as provided in the Declaration, and which Property shall be held, conveyed, devised, leased, encumbered, used, improved, and in all respects otherwise affected subject to the provisions, conditions, covenants, restrictions and easements of the Declaration for VILLAGE GREEN CONDOMINIUM HOMES. All provisions hereof and of the Declaration shall be deemed to run with the land described and shall constitute benefits and burdens to the Declarant, its successors and assigns, and to all parties hereafter having any interest in the Property.

2. Legal Description.

The real estate described hereinafter and described as Phase VI in the Condominium Plat (Phase VI) attached hereto, together with all buildings and improvements constructed or to be constructed thereon, are hereby annexed to VILLAGE GREEN CONDOMINIUM HOMES and are subjected to the provisions of the Declaration. The buildings and units constructed or to be constructed on the real estate are more fully described in the building and floor plans attached hereto as a part of the Condominium Plat (Phase VI), which show the layout, locations, unit numbers, and approximate dimensions of the buildings and units. The real estate subjected to the provisions of the Declaration hereby is described as follows:

Phase VI

THAT PART OF PARCEL 1 OF CERTIFIED SURVEY MAP NO. 4082, BEING A REDIVISION OF PARCEL 1 OF CERTIFIED SURVEY MAP NO. 2265, TOGETHER WITH LANDS IN THE NW 1/4 AND THE SW 1/4 OF THE SW 1/4 OF SECTION 22, T 6 N, R 21 E, IN THE CITY OF GREENFIELD, MILWAUKEE COUNTY, WISCONSIN, MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF PARCEL 1 OF CERTIFIED SURVEY MAP NO. 4082: THENCE SOUTH 87° 38' 32" WEST ALONG THE SOUTH LINE OF PARCEL 1 AFORESAID 259.54 FT. TO THE POINT OF BEGINNING OF THE LAND TO BE DESCRIBED: THENCE NORTH 01° 30' 00" WEST 236.07 FT. TO A POINT: THENCE SOUTH 84° 28' 55" WEST 15.62 FT. TO A POINT: THENCE NORTH 01° 30' 00" WEST 22.75 FT. TO A POINT: THENCE SOUTH 88° 00' 00" WEST 183.59 FT. TO A POINT: THENCE SOUTH 02° 00' 00" EAST 20.00 FT. TO A POINT: THENCE SOUTH 88° 00' 00" WEST 140.00 FT. TO A POINT: THENCE NORTHERLY 218.19 FT. ALONG THE ARC OF A CURVE WHOSE CENTER IS TO THE SOUTHEAST WHOSE RADIUS IS 387.16 FT. AND WHOSE CHORD BEARS NORTH 16° 21' 56" EAST 215.32 FT. TO A POINT: THENCE NORTH 53° 26' 43" WEST 184.48 FT. TO A POINT: THENCE SOUTH 36° 33' 17" WEST 41.49 FT. TO A POINT: THENCE SOUTH 53° 26' 43" EAST 20.00 FT. TO A POINT: THENCE SOUTH 36° 33' 17" WEST 155.00 FT. TO A POINT: THENCE SOUTH 53° 26' 43" EAST 215.83 FT. TO A POINT: THENCE SOUTH 00° 00' 13' 36" EAST 249.61 FT. TO A POINT: THENCE NORTH 89° 16' 48" EAST 325.27 FT. TO A POINT: THENCE NORTH 87° 38' 32" EAST 33.91 FT. TO THE POINT OF BEGINNING.

3. Effect of Annexation.

By this Amendment to the Declaration, four (4) buildings containing or to contain twenty-six (26) condominium units are annexed and added to VILLAGE GREEN CONDOMINIUM HOMES, and subjected to the Declaration. All of the provisions, restrictions, covenants, terms and conditions of the Declaration and the Articles of Incorporation and By-Laws of Village Green Condominium Homes, Inc., and such restrictions, rules and regulations as may be promulgated thereunder, shall be applicable to the Property and units hereby annexed to the condominium.

By reason of this Amendment and the annexation of the said twenty-six (26) additional residential units to VILLAGE GREEN CONDOMINIUM HOMES, as of the effective date hereof, the original Declaration is amended in the following respects only:

3.1 *Number of Units.* There are a total of seventeen (17) main residential buildings in VILLAGE GREEN CONDOMINIUM HOMES, comprising a total of one hundred sixteen (116) residential units.

3.2 *Percentage Interest.* The percentage of undivided ownership interest in the common elements and facilities and limited common elements appurtenant to each unit and its owner for all purposes, including proportionate payment of common expenses, but exclusive of voting, is determined in accordance with provisions of the Declaration, and as of the effective date of this Amendment shall be as follows:

	<u>Unit No.</u>	<u>Unit Type</u>	<u>Square Footage</u>	<u>Unit Percentage</u>
Phase I	4438	6-A	1215	0.95%
	4428	6-B	1215	0.95
	4436	6-C	1020	0.80
	4434	6-D	835	0.66
	4432	6-E	835	0.66
	4430	6-F	1020	0.80
	4415-A	8-A	1100	0.86
	4415-B	8-B	1030	0.81
	4415-C	8-C	1030	0.81
	4415-D	8-D	1030	0.81
	4415-E	8-E	1035	0.81
	4415-F	8-F	1035	0.81
	4415-G	8-G	1110	0.87
	4415-H	8-H	1110	0.87
Phase II	4450	6-A	1215	0.95%
	4440	6-B	1215	0.95
	4448	6-C	1020	0.80
	4446	6-D	835	0.66
	4444	6-E	835	0.66
	4442	6-F	1020	0.80
	4417-A	8-A	1100	0.86
	4417-B	8-B	1030	0.81
	4417-C	8-C	1030	0.81
	4417-D	8-D	1030	0.81
	4417-E	8-E	1035	0.81
	4417-F	8-F	1035	0.81
	4417-G	8-G	1110	0.87
	4417-H	8-H	1110	0.87

	<u>Unit No.</u>	<u>Unit Type</u>	<u>Square Footage</u>	<u>Unit Percentage</u>
Phase III	4462	6-A	1287	1.01%
	4452	6-B	1287	1.01
	4460	6-C	1044	0.82
	4458	6-D	911	0.71
	4456	6-E	911	0.71
	4454	6-F	1044	0.82
	4512	6-A	1287	1.01
	4502	6-B	1287	1.01
	4510	6-C	1044	0.82
	4508	6-D	911	0.71
	4506	6-E	911	0.71
	4504	6-F	1044	0.82
	4419-A	8-A	1100	0.86
	4419-B	8-B	1030	0.81
	4419-C	8-C	1030	0.81
	4419-D	8-D	1030	0.81
	4419-E	8-E	1035	0.81
	4419-F	8-F	1035	0.81
	4419-G	8-G	1110	0.87
	4419-H	8-H	1110	0.87
	4447	C8-A	1103	0.87
	4455	C8-B	1103	0.87
	4453	C8-C	1103	0.87
	4445	C8-D	1103	0.87
	4449	C8-E	1135	0.89
	4457	C8-F	1135	0.89
	4451	C8-G	1135	0.89
	4443	C8-H	1135	0.89
Phase IV	4524	6-A	1287	1.01%
	4514	6-B	1287	1.01
	4522	6-C	1068	0.84
	4520	6-D	911	0.71
	4518	6-E	911	0.71
	4516	6-F	1068	0.84
	4544	C8-A	1103	0.87
	4552	C8-B	1103	0.87
	4550	C8-C	1103	0.87
	4542	C8-D	1103	0.87
	4546	C8-E	1135	0.89
	4554	C8-F	1135	0.89
	4548	C8-G	1135	0.89
	4540	C8-H	1135	0.89

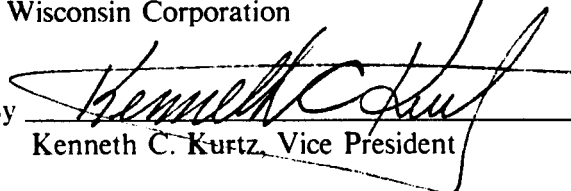
	<u>Unit No.</u>	<u>Unit Type</u>	<u>Square Footage</u>	<u>Unit Percentage</u>
	4505	C2-8-A	1178	0.92%
	4513	C2-8-B	1178	0.92
	4511	C2-8-C	1178	0.92
	4503	C2-8-D	1221	0.92
	4507	C2-8-E	1221	0.96
	4515	C2-8-F	1221	0.96
	4509	C2-8-G	1221	0.96
	4501	C2-8-H	1221	0.96
Phase V	4536	6A	1287	1.01
	4526	6B	1287	1.01
	4534	6C	1044	0.82
	4532	6D	911	0.71
	4530	6E	911	0.71
	4528	6F	1044	0.82
	4566	6A	1303	1.02
	4556	6B	1303	1.02
	4564	6C	1122	0.88
	4562	6D	902	0.71
	4560	6E	902	0.71
	4558	6F	1122	0.88
	4531	6A	1303	1.02%
	4521	6B	1303	1.02
	4529	6C	1122	0.88
Phase VI	4527	6D	902	0.71
	4525	6E	902	0.71
	4523	6F	1122	0.88
	4578	6A	1303	1.02
	4568	6B	1303	1.02
	4576	6C	1122	0.88
	4574	6D	902	0.71
	4572	6E	902	0.71
	4570	6F	1122	0.88
	4580	6A	1303	1.02
	4590	6B	1303	1.02
	4582	6C	1122	0.88
	4584	6D	902	0.71
	4586	6E	902	0.71
	4588	6F	1122	0.88
	4545	C4-8-A	1178	0.92
	4533	C4-8-B	1178	0.92
	4551	C4-8-C	1178	0.92
	4543	C4-8-D	1178	0.92
	4547	C4-8-E	1221	0.96
	4555	C4-8-F	1221	0.96
	4549	C4-8-G	1221	0.96
	4541	C4-8-H	1221	0.96

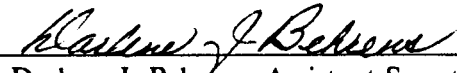
4. Effective Date

The effective date of this Amendment shall be the date it is recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin.

IN WITNESS WHEREOF, this Amendment has been executed by duly authorized officers of Steele Development Corporation, Declarant, as of the date first set forth above.

STEELE DEVELOPMENT CORPORATION,
a Wisconsin Corporation

By 
Kenneth C. Kurtz, Vice President

Attest 
Darlene J. Behrens, Assistant Secretary

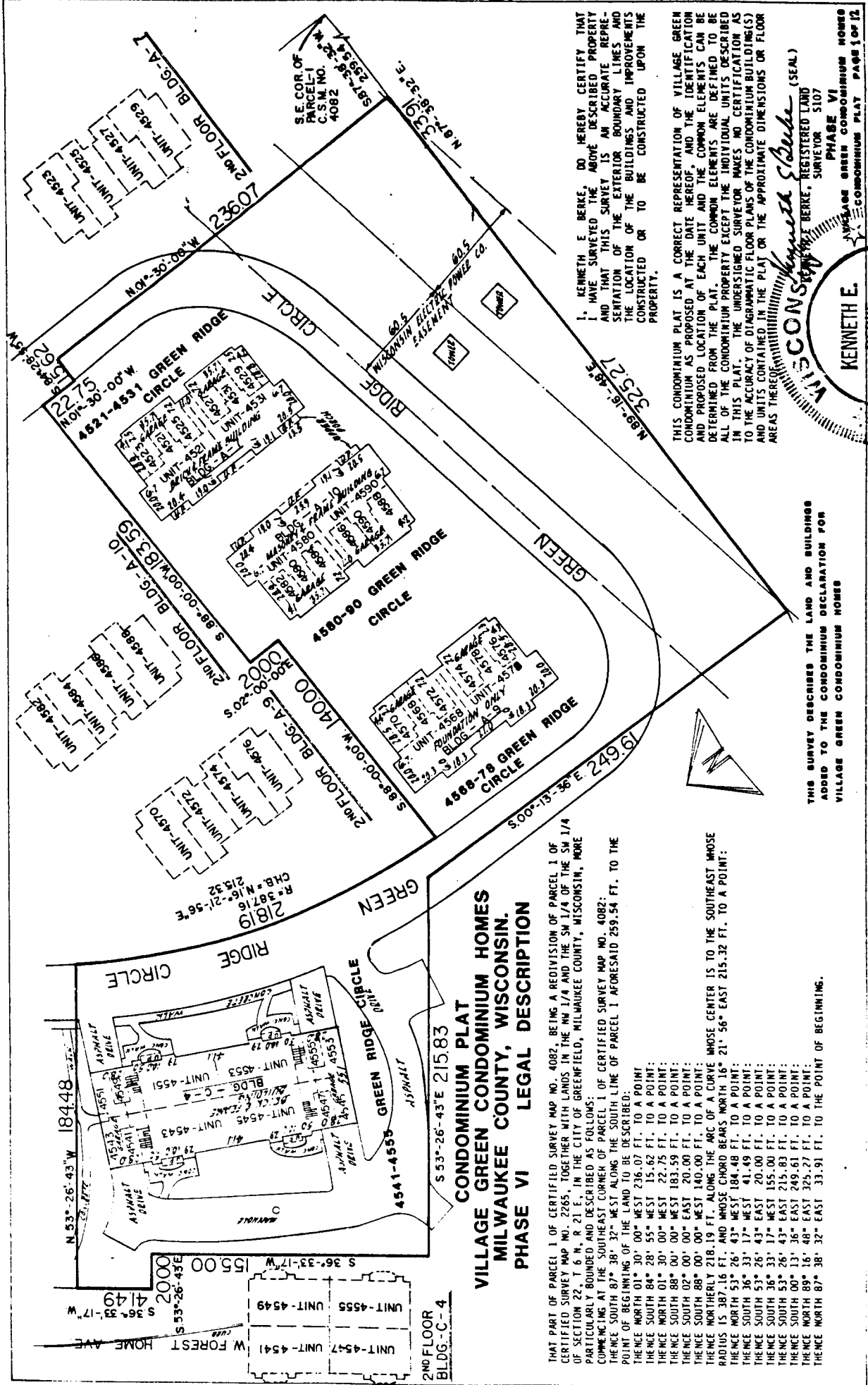
AUTHENTICATION

Signatures of Kenneth C. Kurtz and Darlene J. Behrens authenticated this 19th
day of March, 1986.


David L. Petersen
Title: Member, State Bar of Wisconsin

This instrument was drafted by:
David L. Petersen
Quarles & Brady
780 North Water Street
Milwaukee, Wisconsin 53202

177 151 amend6



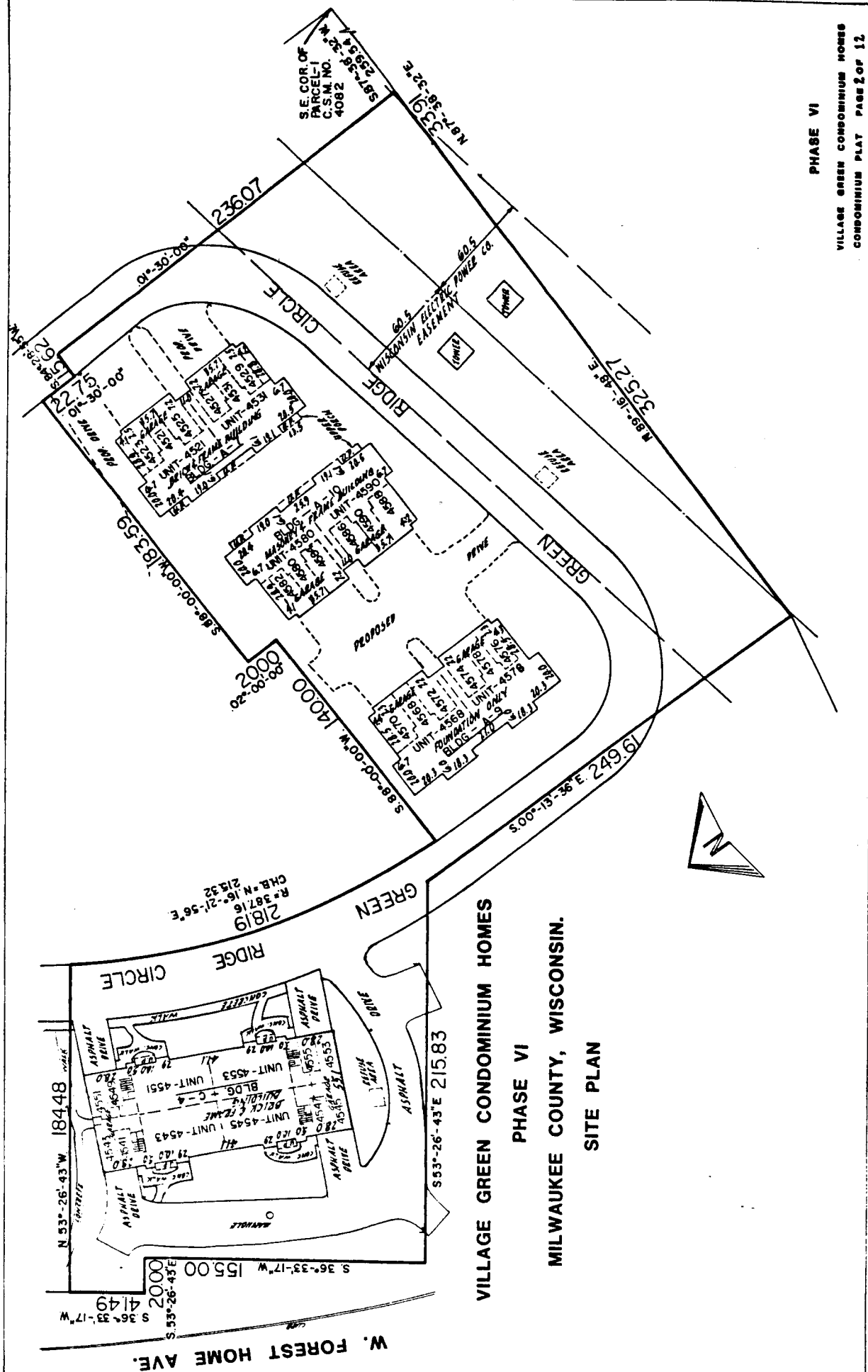
THIS SURVEY DESCRIBES THE LAND AND BUILDINGS
ADDED TO THE CONDOMINIUM DECLARATION FOR
VILLAGE GREEN CONDOMINIUM HOMES

I, KENNETH E. BERKE, DO HEREBY CERTIFY THAT
I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY
AND THAT THIS SURVEY IS AN ACCURATE REPRESENTATION
OF THE EXTERIOR BOUNDARY LINES AND PRESENTATION
OF THE BUILDINGS AND IMPROVEMENTS
CONSTRUCTED OR TO BE CONSTRUCTED UPON THE
PROPERTY.

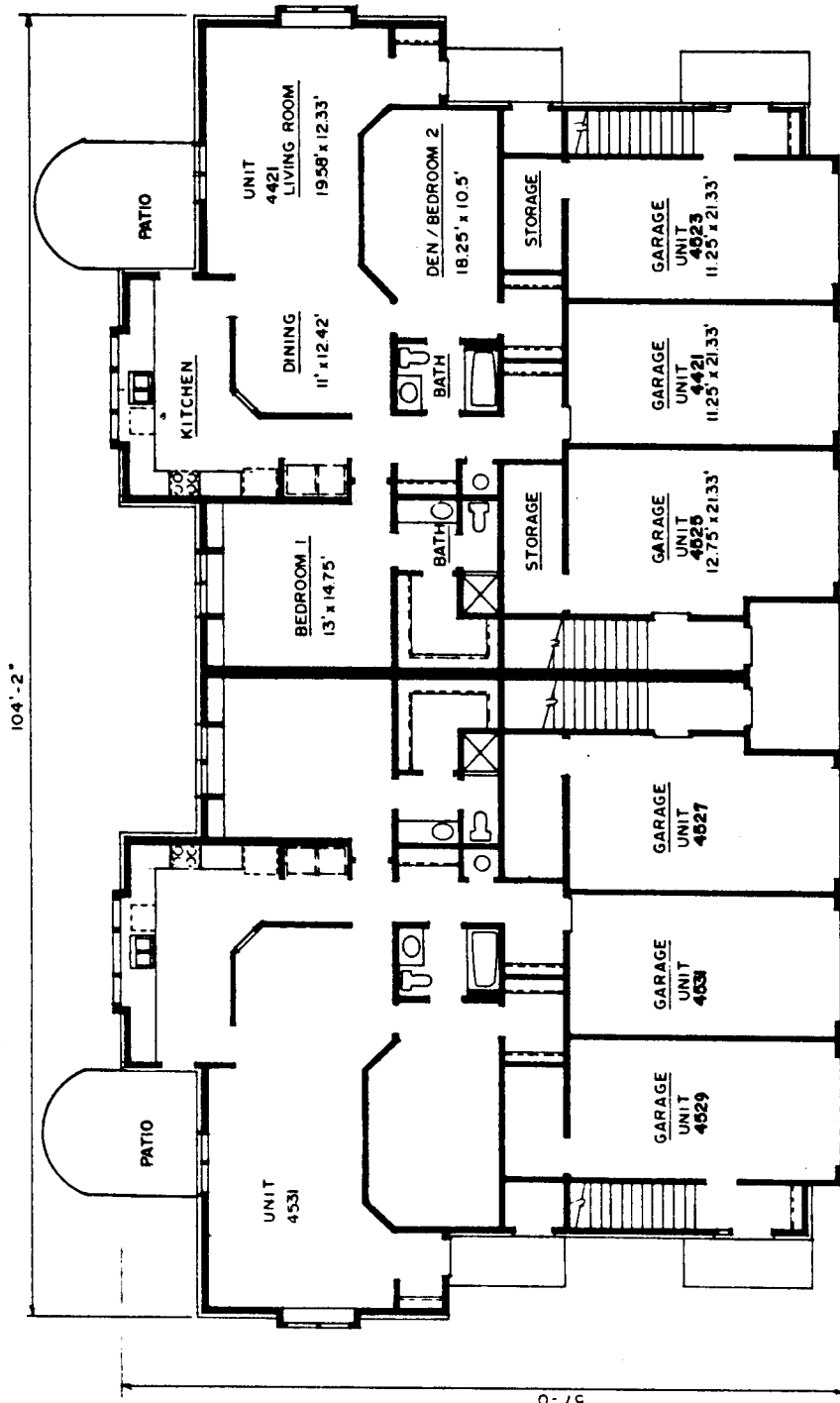
THIS CONDOMINIUM PLAT IS A CORRECT REPRESENTATION OF VILLAGE GREEN
CONDOMINIUM AS PROPOSED AT THE DATE HEREOF, AND THE IDENTIFICATION
AND PROPOSED LOCATION OF EACH UNIT AND THE COMMON ELEMENTS CAN BE
DETERMINED FROM THE PLAT. THE COMMON ELEMENTS ARE DEFINED TO BE
ALL OF THE CONDOMINIUM PROPERTY EXCEPT THE INDIVIDUAL UNITS DESCRIBED
IN THIS PLAT. THE UNDERSIGNED SURVEYOR MAKES NO CERTIFICATION AS
TO THE ACCURACY OF DIAGRAMATIC FLOOR PLANS OF THE CONDOMINIUM BUILDING(S)
AND UNITS CONTAINED IN THE PLAT OR THE APPROXIMATE DIMENSIONS OR FLOOR
AREAS THEREOF.

KENNETH E. BERKE (SEAL)
REGISTERED LAND SURVEYOR
PHASE VI
VILLAGE GREEN CONDOMINIUM HOMES
CONDOMINIUM PLAT PAGE 1 OF 12







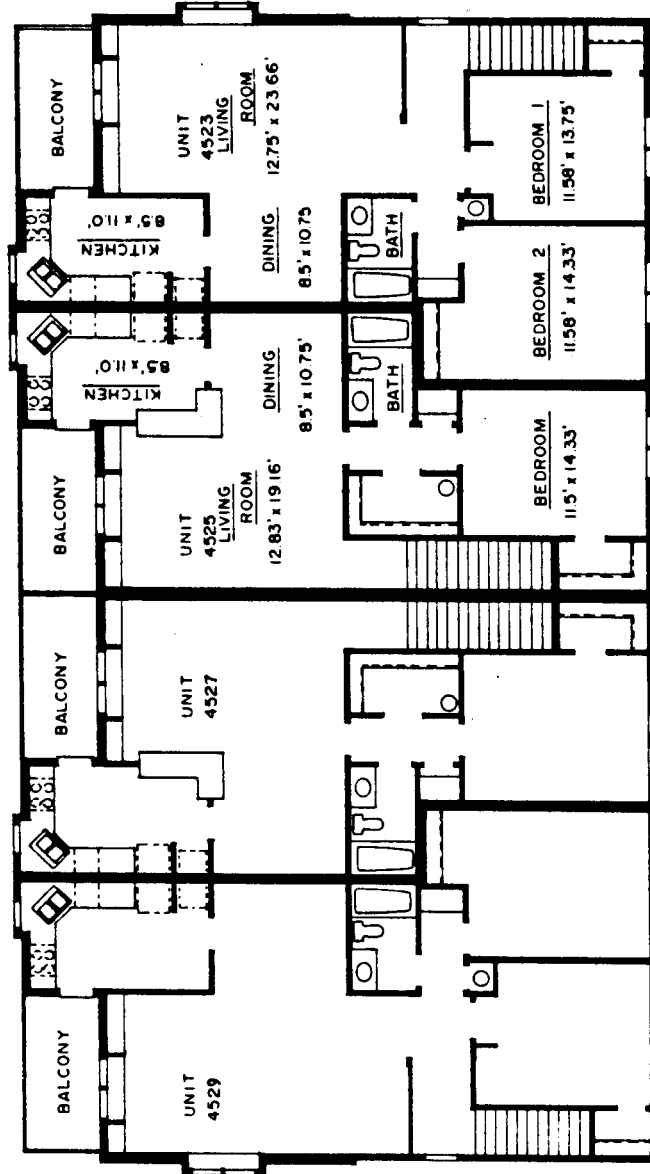


PATIOS ARE LIMITED COMMON ELEMENTS

BUILDING - AT ADDRESSES

4531 GREEN RIDGE CIRCLE
 4421 GREEN RIDGE CIRCLE
 VILLAGE GREEN CONDOMINIUM HOMES
 MILWAUKEE COUNTY
 PHASE VI CONDOMINIUM FLAT

FIRST FLOOR PLAN
 SCALE 1/8" = 1' - 0"



BALCONIES - LIMITED COMMON ELEMENTS

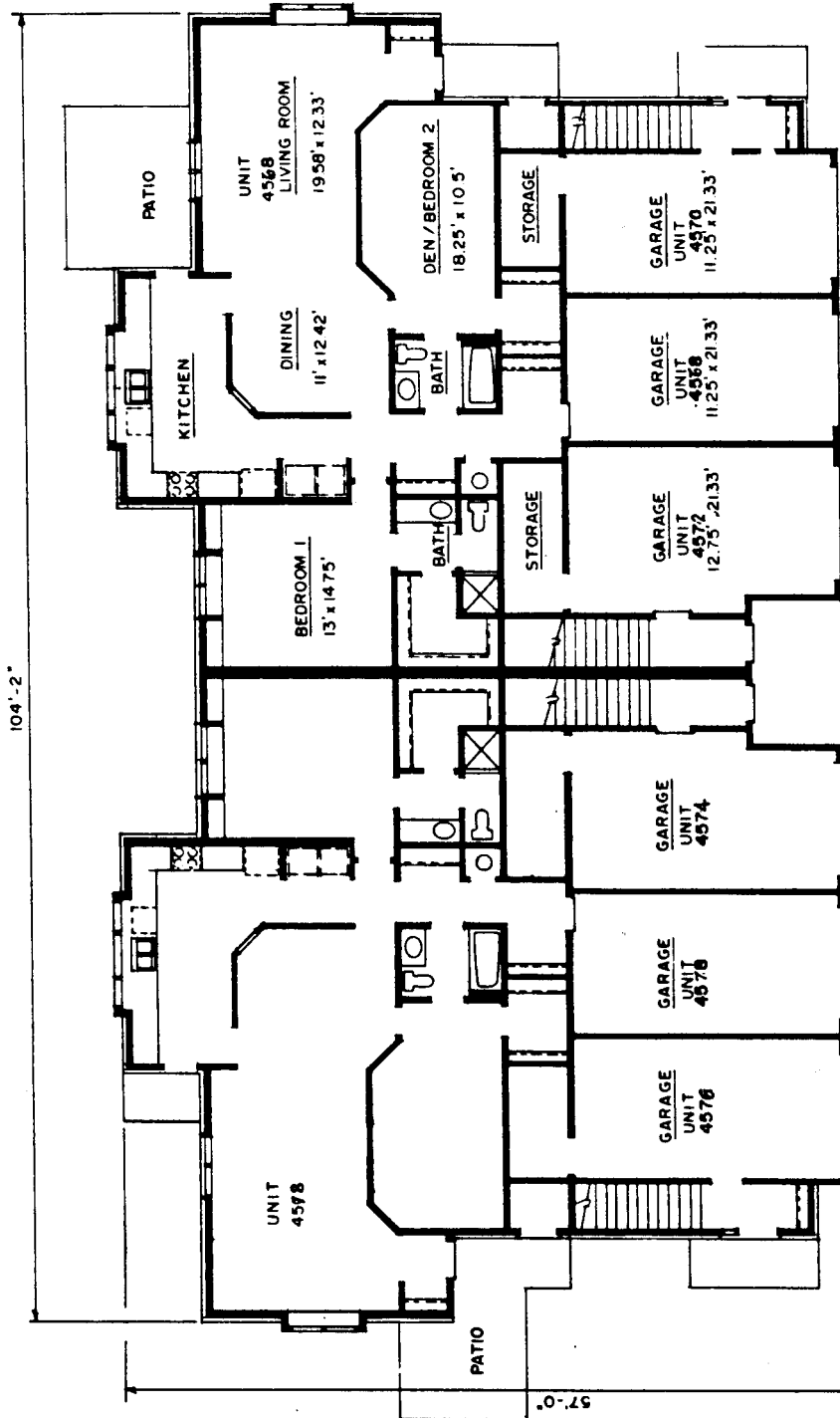
BUILDING - A7 ADDRESSES

4529 GREEN RIDGE CIRCLE
4527 GREEN RIDGE CIRCLE
4525 GREEN RIDGE CIRCLE
4523 GREEN RIDGE CIRCLE

VILLAGE GREEN CONDOMINIUM HOMES
MILWAUKEE COUNTY
PHASE VI CONDOMINIUM PLAT

SECOND FLOOR PLAN

SCALE 1/8" = 1' 0"



PATIOS ARE LIMITED COMMON ELEMENTS

BUILDING - A9 ADDRESSES

4568 GREEN RIDGE CIRCLE

4578 GREEN RIDGE CIRCLE

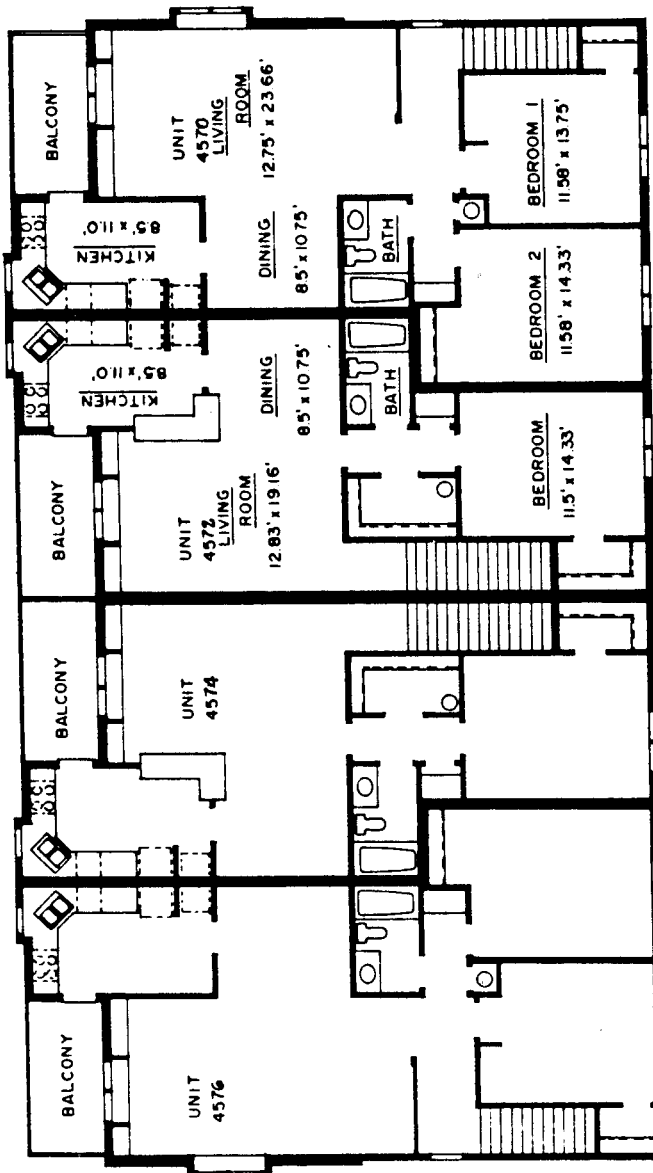
VILLAGE GREEN CONDOMINIUM HOMES

MILWAUKEE COUNTY

PHASE VI CONDOMINIUM PLAT

FIRST FLOOR PLAN

SCALE 1/8" = 1' — 0"



BALCONIES - LIMITED COMMON ELEMENTS

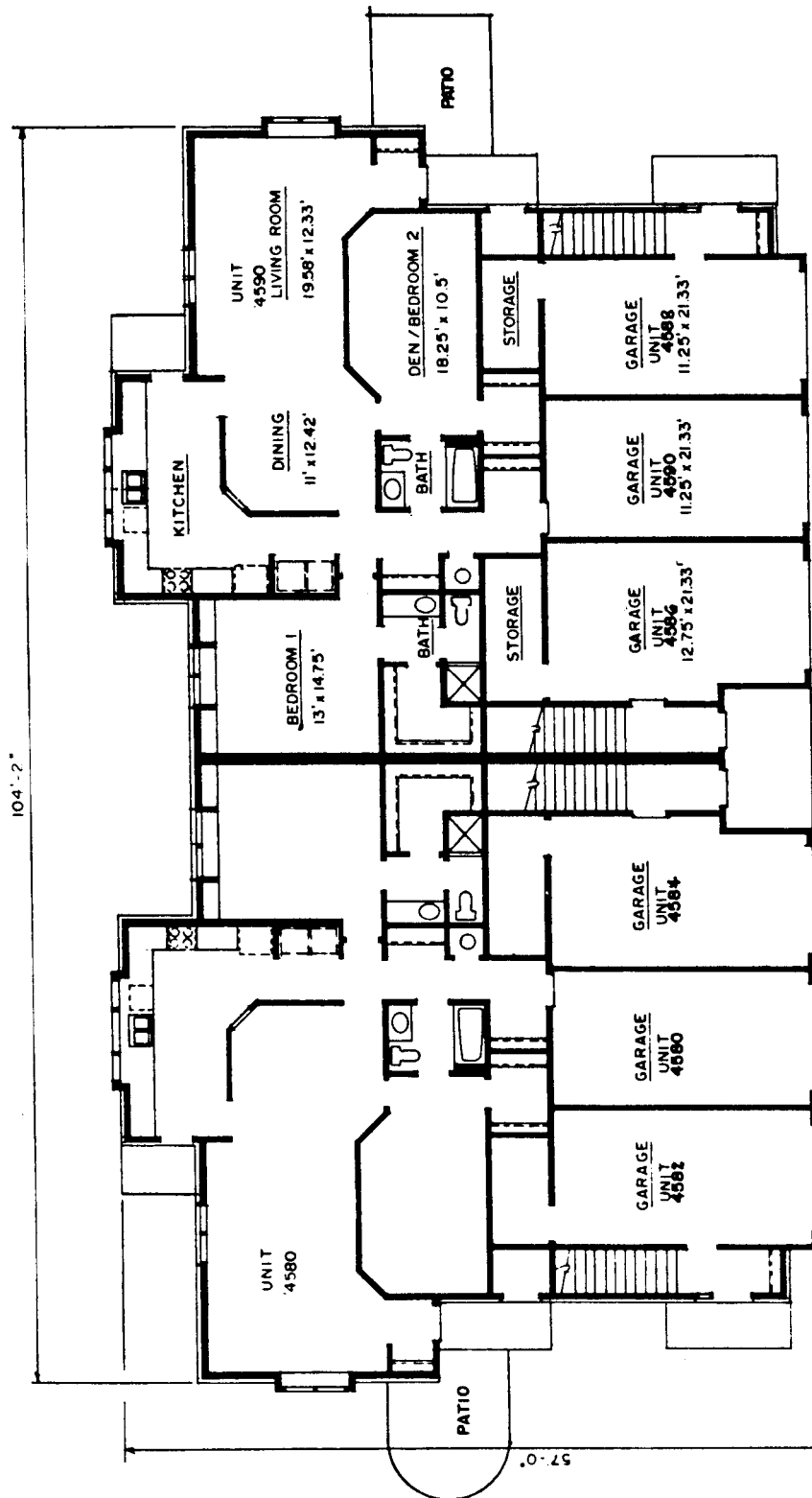
BUILDING - A9 ADDRESSES

- 4570 GREEN RIDGE CIRCLE
- 4572 GREEN RIDGE CIRCLE
- 4574 GREEN RIDGE CIRCLE
- 4576 GREEN RIDGE CIRCLE

VILLAGE GREEN CONDOMINIUM HOMES
MILWAUKEE COUNTY
PHASE VI CONDOMINIUM PLAT

SECOND FLOOR PLAN

SCALE 1/8" = 1' — 0"

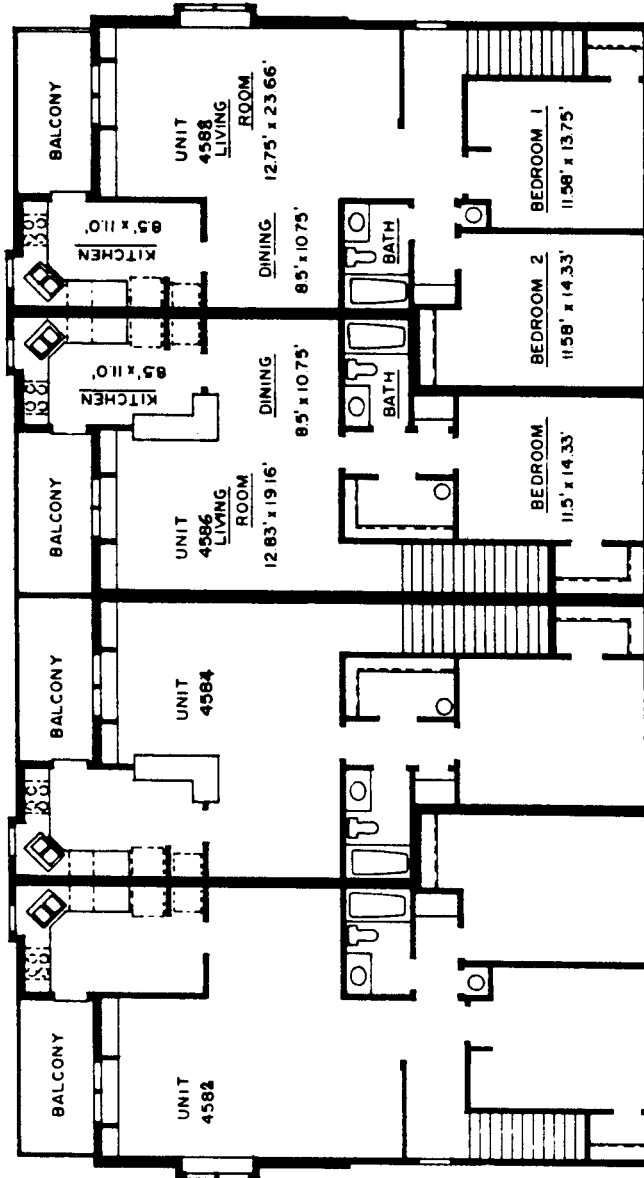


PATIOS ARE LIMITED COMMON ELEMENTS

BUILDING - AIO ADDRESSES

4580 GREEN RIDGE CIRCLE
4590 GREEN RIDGE CIRCLE
VILLAGE GREEN CONDOMINIUM HOMES
MILWAUKEE COUNTY
PHASE VI CONDOMINIUM PLAT

FIRST FLOOR PLAN
SCALE 1/8" = 1' — 0"



BALCONIES - LIMITED COMMON ELEMENTS

BUILDING - AIO ADDRESSES

4588 GREEN RIDGE CIRCLE
4586 GREEN RIDGE CIRCLE
4584 GREEN RIDGE CIRCLE
4582 GREEN RIDGE CIRCLE

VILLAGE GREEN CONDOMINIUM HOMES
MILWAUKEE COUNTY
PHASE VI CONDOMINIUM FLAT

SECOND FLOOR PLAN

SCALE 1/8" = 1' 0"

UNIT BOUNDARY-FIRST FLOOR UNIT
UNIT BOUNDARY-SECOND FLOOR UNIT



RATIOS ARE LIMITED COMMON ELEMENTS

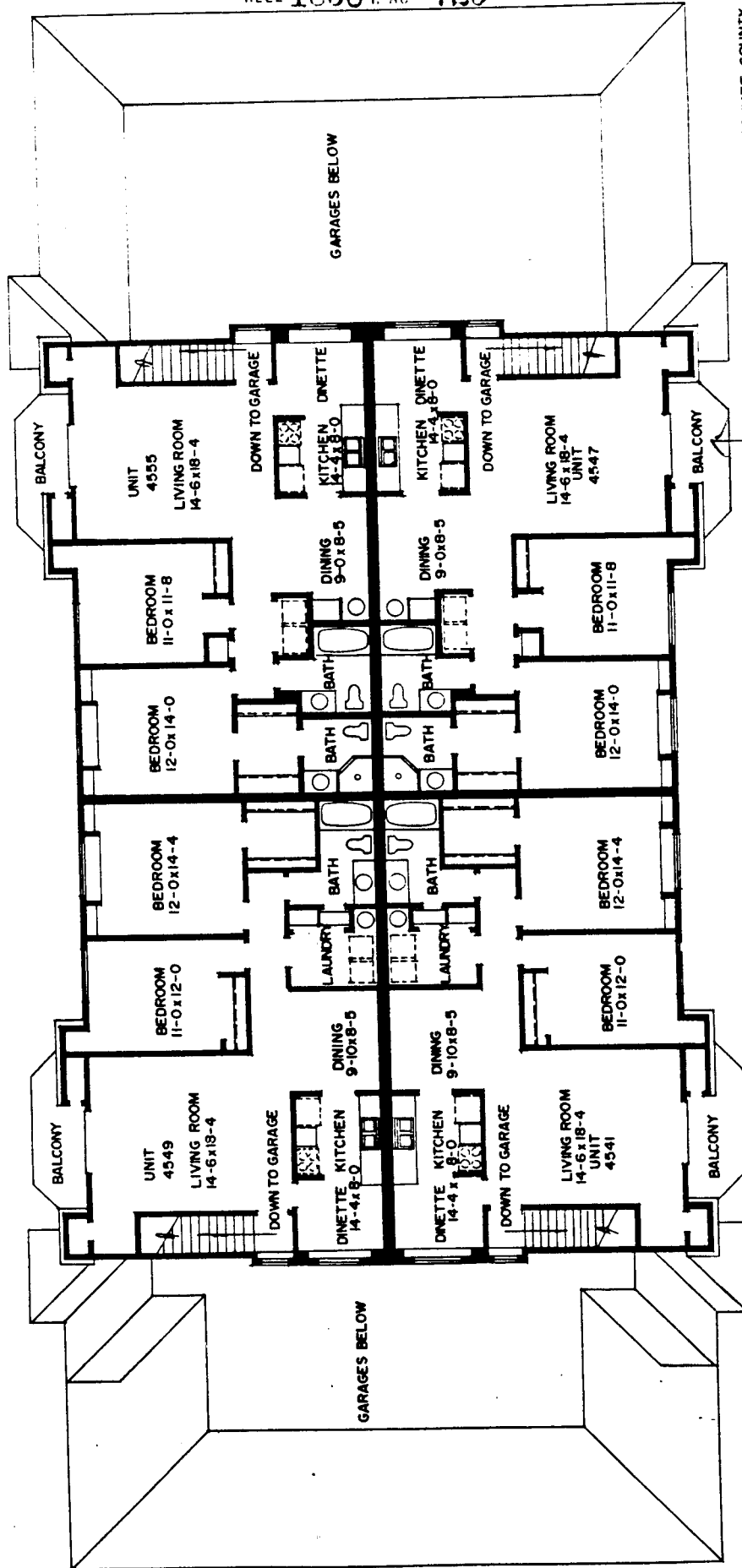
PAGE 10 of 12

**VILLAGE GREEN CONDOMINIUM HOMES
MILWAUKEE COUNTY
CONDOMINIUM PLAT PHASE VI
EIGHT FAMILY BUILDING C-4**

~~CHARLOTTE~~

~~Level 9~~
+

UNIT BOUNDARY



BALCONIES ARE LIMITED COMMON ELEMENTS

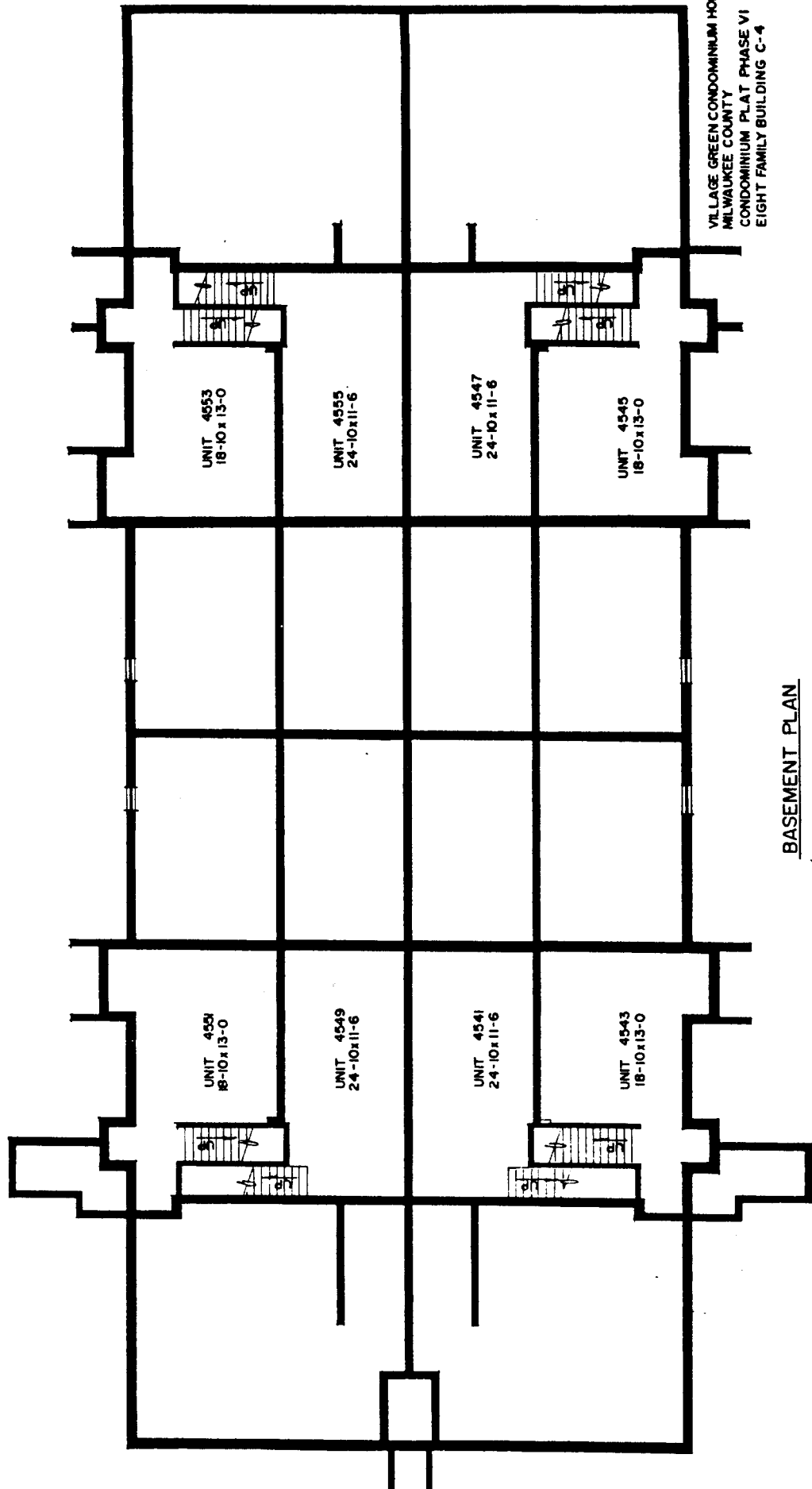
SECOND FLOOR PLAN

VILLAGE GREEN CONDOMINIUM HOMES
CONDOMINIUM PLAT PHASE VI
EIGHT FAMILY BUILDING C-4

MILWAUKEE COUNTY

UNIT NUMBERS ARE ADDRESSES ON GREEN RIDGE CIRCLE

CHARLOTTE
+ JERRY



VILLAGE GREEN CONDOMINIUM HOMES
MILWAUKEE COUNTY
CONDOMINIUM PLAT PHASE VI
EIGHT FAMILY BUILDING C-4

BASEMENT PLAN

5994074

RETURN TO:

David L. Petersen
Quarles & Brady
411 E. Wisconsin Ave.
Milwaukee, WI 53202

AMENDMENT

TO

CONDOMINIUM DECLARATION

OF

VILLAGE GREEN CONDOMINIUM HOMES

(PHASE VII)

REGISTER'S OFFICE
Milwaukee County, WI

RECORDED AT-230 PM

DEC - 4 1986

REEL 2002 IMAGE

REGISTER
OF DEEDS

RECORD

5994074
38.80

THIS AMENDMENT is made this 2nd day of December, 1986, by STEELE DEVELOPMENT CORPORATION, a Wisconsin corporation (hereinafter "Declarant"), pursuant to the Condominium Declaration for VILLAGE GREEN CONDOMINIUM HOMES, recorded on April 16, 1982 in the Office of the Register of Deeds for Milwaukee County, Wisconsin in Reel 1439, Images 223 to 238, inclusive, as Document No. 5535027, as amended by Amendment (Phase II) recorded on January 31, 1983 in the Office of the Register of Deeds for Milwaukee County, Wisconsin as Document No. 5592910, by Amendment (Phase III) recorded on August 22, 1983 in the office of the Register of Deeds for Milwaukee County, Wisconsin as Document No. 5645644, by Amendment (Phase IV) recorded on April 19, 1984 in the office of the Register of Deeds for Milwaukee County, Wisconsin as Document No. 5709890, by Amendment (Phase V) recorded on June 6, 1985 in the office of the Register of Deeds for Milwaukee County, Wisconsin as Document No. 5815944, and by Amendment (Phase VI) recorded on March 20, 1986 in the office of the Register of Deeds for Milwaukee County, Wisconsin as Document No. 5897411 (the "Declaration"), and pursuant to the Condominium Ownership Act of the State of Wisconsin, Chapter 703 of the Wisconsin Statutes (hereinafter the "Act").

1. Statement of Declaration.

The purpose of this Amendment is to annex and submit the land hereinafter described and the improvements constructed or to be constructed thereon to the condominium form of ownership as a part of VILLAGE GREEN CONDOMINIUM HOMES in the manner provided by the Act and the Declaration.

Declarant hereby declares that it is the owner of the real property described in Section 2 hereof and shown on pages 1 and 2 of the Condominium Plat (Phase VII) attached hereto, together with all buildings and improvements constructed or to be constructed thereon (the "Property"), which are hereby submitted to the condominium form of ownership as a part of VILLAGE GREEN CONDOMINIUM HOMES as provided in the Declaration, and which Property shall be held, conveyed, devised, leased, encumbered, used, improved, and in all respects otherwise affected subject to the provisions, conditions, covenants, restrictions and easements of the Declaration for VILLAGE GREEN CONDOMINIUM HOMES. All provisions hereof and of the Declaration shall be deemed to run with the land described and shall constitute benefits and burdens to the Declarant, its successors and assigns, and to all parties hereafter having any interest in the Property.

2. Legal Description.

The real estate described hereinafter and described as Phase VII in the Condominium Plat (Phase VII) attached hereto, together with all buildings and improvements constructed or to be constructed thereon, are hereby annexed to VILLAGE GREEN CONDOMINIUM HOMES and are subjected to the provisions of the Declaration. The buildings and units constructed or to be constructed on the real estate are more fully described in the building and floor plans attached hereto as a part of the Condominium Plat (Phase VII), which show the layout, locations, unit numbers, and approximate dimensions of the buildings and units. The real estate subjected to the provisions of the Declaration hereby is described as follows:

Phase VII

THAT PART OF PARCEL 1 OF CERTIFIED SURVEY MAP NO. 4082, BEING A REDIVISION OF PARCEL 1 OF CERTIFIED SURVEY MAP NO. 2265, TOGETHER WITH LANDS IN THE NW 1/4 AND THE SW 1/4 OF THE SW 1/4 OF SECTION 22, T 6 N, R 21 E, IN THE CITY OF GREENFIELD, MILWAUKEE COUNTY, WISCONSIN, MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF PARCEL 1 OF CERTIFIED SURVEY MAP NO. 4082: THENCE SOUTH $87^{\circ}38'32''$ WEST 293.45 FT. TO A POINT: THENCE SOUTH $89^{\circ}16'48''$ WEST 325.27 FT. TO THE POINT OF BEGINNING OF THE LAND TO BE DESCRIBED: THENCE NORTH $78^{\circ}25'13''$ WEST 165.60 FT. TO A POINT: THENCE NORTH $00^{\circ}25'57''$ WEST AND PARALLEL TO THE WEST LINE OF SAID 1/4 SECTION 117.00 FT. TO A POINT: THENCE NORTH $89^{\circ}53'57''$ WEST 180.00 FT. TO A POINT: THENCE NORTH $36^{\circ}33'17''$ EAST ALONG THE SOUTHEASTERLY LINE OF WEST FOREST HOME AVENUE 283.34 FT. TO A POINT: THENCE SOUTH $53^{\circ}26'43''$ EAST 215.83 FT. TO A POINT: THENCE SOUTH $00^{\circ}13'36''$ EAST 249.61 FT. TO THE POINT OF BEGINNING.

3. Effect of Annexation.

By this Amendment to the Declaration, two (2) buildings containing or to contain sixteen (16) condominium units are annexed and added to VILLAGE GREEN CONDOMINIUM HOMES, and subjected to the Declaration. All of the provisions, restrictions, covenants, terms and conditions of the Declaration and the Articles of Incorporation and By-Laws of Village Green Condominium Homes, Inc., and such restrictions, rules and regulations as may be promulgated thereunder, shall be applicable to the Property and units hereby annexed to the condominium.

By reason of this Amendment and the annexation of the said sixteen (16) additional residential units to VILLAGE GREEN CONDOMINIUM HOMES, as of the effective date hereof, the original Declaration is amended in the following respects only:

3.1 *Number of Units.* There are a total of nineteen (19) main residential buildings in VILLAGE GREEN CONDOMINIUM HOMES, comprising a total of one hundred thirty-two (132) residential units.

3.2 *Percentage Interest.* The percentage of undivided ownership interest in the common elements and facilities and limited common elements appurtenant to each unit and its owner for all purposes, including proportionate payment of common expenses, but exclusive of voting, is determined in accordance with provisions of the Declaration, and as of the effective date of this Amendment shall be as follows:

	<u>Unit No.</u>	<u>Unit Type</u>	<u>Square Footage</u>	<u>Unit Percentage</u>
	4438	6-A	1215	0.83%
	4428	6-B	1215	0.83
	4436	6-C	1020	0.70
	4434	6-D	835	0.57
	4432	6-E	835	0.57
	4430	6-F	1020	0.70
Phase	4415-A	8-A	1100	0.75
I	4415-B	8-B	1030	0.70
	4415-C	8-C	1030	0.70
	4415-D	8-D	1030	0.70
	4415-E	8-E	1035	0.71
	4415-F	8-F	1035	0.71
	4415-G	8-G	1110	0.76
	4415-H	8-H	1110	0.76
	4450	6-A	1215	0.83%
	4440	6-B	1215	0.83
	4448	6-C	1020	0.70
	4446	6-D	835	0.57
	4444	6-E	835	0.57
	4442	6-F	1020	0.70
Phase	4417-A	8-A	1100	0.75
II	4417-B	8-B	1030	0.70
	4417-C	8-C	1030	0.70
	4417-D	8-D	1030	0.70
	4417-E	8-E	1035	0.71
	4417-F	8-F	1035	0.71
	4417-G	8-G	1110	0.76
	4417-H	8-H	1110	0.76

	<u>Unit No.</u>	<u>Unit Type</u>	<u>Square Footage</u>	<u>Unit Percentage</u>
	4462	6-A	1287	0.88%
	4452	6-B	1287	0.88
	4460	6-C	1044	0.71
	4458	6-D	911	0.62
	4456	6-E	911	0.62
	4454	6-F	1044	0.71
	4512	6-A	1287	0.88
	4502	6-B	1287	0.88
	4510	6-C	1044	0.71
	4508	6-D	911	0.62
	4506	6-E	911	0.62
	4504	6-F	1044	0.71
Phase III	4419-A	8-A	1100	0.75
	4419-B	8-B	1030	0.70
	4419-C	8-C	1030	0.70
	4419-D	8-D	1030	0.70
	4419-E	8-E	1035	0.71
	4419-F	8-F	1035	0.71
	4419-G	8-G	1110	0.76
	4419-H	8-H	1110	0.76
	4447	C8-A	1103	0.75
	4455	C8-B	1103	0.75
	4453	C8-C	1103	0.75
	4445	C8-D	1103	0.75
	4449	C8-E	1135	0.77
	4457	C8-F	1135	0.77
	4451	C8-G	1135	0.77
	4443	C8-H	1135	0.77
Phase IV	4524	6-A	1287	0.88%
	4514	6-B	1287	0.88
	4522	6-C	1068	0.73
	4520	6-D	911	0.62
	4518	6-E	911	0.62
	4516	6-F	1068	0.73
	4544	C8-A	1103	0.75
	4552	C8-B	1103	0.75
	4550	C8-C	1103	0.75
	4542	C8-D	1103	0.75
	4546	C8-E	1135	0.77
	4554	C8-F	1135	0.77
	4548	C8-G	1135	0.77
	4540	C8-H	1135	0.77

	<u>Unit No.</u>	<u>Unit Type</u>	<u>Square Footage</u>	<u>Unit Percentage</u>
Phase V	4505	C2-8-A	1178	0.80%
	4513	C2-8-B	1178	0.80
	4511	C2-8-C	1178	0.80
	4503	C2-8-D	1221	0.80
	4507	C2-8-E	1221	0.83
	4515	C2-8-F	1221	0.83
	4509	C2-8-G	1221	0.83
	4501	C2-8-H	1221	0.83
	4536	6A	1287	0.88
	4526	6B	1287	0.88
	4534	6C	1044	0.71
	4532	6D	911	0.62
	4530	6E	911	0.62
	4528	6F	1044	0.71
	4566	6A	1303	0.89
	4556	6B	1303	0.89
	4564	6C	1122	0.77
	4562	6D	902	0.62
	4560	6E	902	0.62
	4558	6F	1122	0.77
	4531	6A	1303	0.89%
	4521	6B	1303	0.89
	4529	6C	1122	0.77
	4527	6D	902	0.62
	4525	6E	902	0.62
	4523	6F	1122	0.77
	4578	6A	1303	0.89
	4568	6B	1303	0.89
	4576	6C	1122	0.77
	4574	6D	902	0.62
	4572	6E	902	0.62
	4570	6F	1122	0.77
Phase VI	4580	6A	1303	0.89
	4590	6B	1303	0.89
	4582	6C	1122	0.77
	4584	6D	902	0.62
	4586	6E	902	0.62
	4588	6F	1122	0.77
	4545	C4-8-A	1178	0.80
	4553	C4-8-B	1178	0.80
	4551	C4-8-C	1178	0.80
	4543	C4-8-D	1178	0.80
	4547	C4-8-E	1221	0.83
	4555	C4-8-F	1221	0.83
	4549	C4-8-G	1221	0.83
	4541	C4-8-H	1221	0.83

Phase VII	4581 - 11	C5-8-A	1162	0.79%
	4589 - 14	C5-8-B	1162	0.79
	4587 - 15	C5-8-C	1190	0.81
	4579 - 12	C5-8-D	1190	0.81
	4583 - 12	C5-8-E	1210	0.83
	4591 - 13	C5-8-F	1210	0.83
	4585 - 13	C5-8-G	1210	0.83
	4577 - 13	C5-8-H	1210	0.83
	4563 - 13	C6-8-A	1162	0.79
	4571 - 13	C6-8-B	1162	0.79
	4569 - 13	C6-8-C	1190	0.81
	4561 - 13	C6-8-D	1190	0.81
	4565 - 13	C6-8-E	1210	0.83
	4573 - 13	C6-8-F	1210	0.83
	4567 - 13	C6-8-G	1210	0.83
	4559 - 13	C6-8-H	1210	0.83

4. Effective Date

The effective date of this Amendment shall be the date it is recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin.

IN WITNESS WHEREOF, this Amendment has been executed by duly authorized officers of Steele Development Corporation, Declarant, as of the date first set forth above.

STEELE DEVELOPMENT CORPORATION,
a Wisconsin Corporation

By Kenneth C. Kurtz
Kenneth C. Kurtz, Vice President

Attest Darlene J. Behrens
Darlene J. Behrens, Assistant Secretary

AUTHENTICATION

Signatures of Kenneth C. Kurtz and Darlene J. Behrens authenticated this 2nd
day of December, 1986.



David L. Petersen

Title: Member, State Bar of Wisconsin

This instrument was drafted by:

David L. Petersen

Quarles & Brady

411 East Wisconsin Avenue

Milwaukee, Wisconsin 53202

CONDOMINIUM PLAT VILLAGE GREEN CONDOMINIUM HOMES MILWAUKEE COUNTY, WISCONSIN. PHASE VII LEGAL DESCRIPTION

THAT PART OF PARCEL 1 OF CERTIFIED SURVEY MAP NO. 4082, BEING A REDIVISION OF PARCEL 1 OF CERTIFIED SURVEY MAP NO. 2265, TOGETHER WITH LANDS IN THE NW 1/4 AND THE SW 1/4 OF THE SW 1/4 OF SECTION 22, T. 6 N., R. 21 E., IN THE CITY OF GREENFIELD, MILWAUKEE COUNTY, WISCONSIN MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF PARCEL 1 OF CERTIFIED SURVEY MAP NO. 4082:

THENCE SOUTH 87° 38' 32" WEST 293.45 FT. TO A POINT;
THENCE SOUTH 89° 16' 48" WEST 325.27 FT. TO THE POINT OF BEGINNING OF THE LAND TO BE DESCRIBED;

THENCE NORTH 78° 25' 13" WEST 165.60 FT. TO A POINT;
THENCE NORTH 00° 25' 57" WEST AND PARALLEL TO THE WEST LINE OF SAID 1/4 SECTION 117.00 FT. TO A POINT;

THENCE NORTH 89° 53' 57" WEST 180.00 FT. TO A POINT;

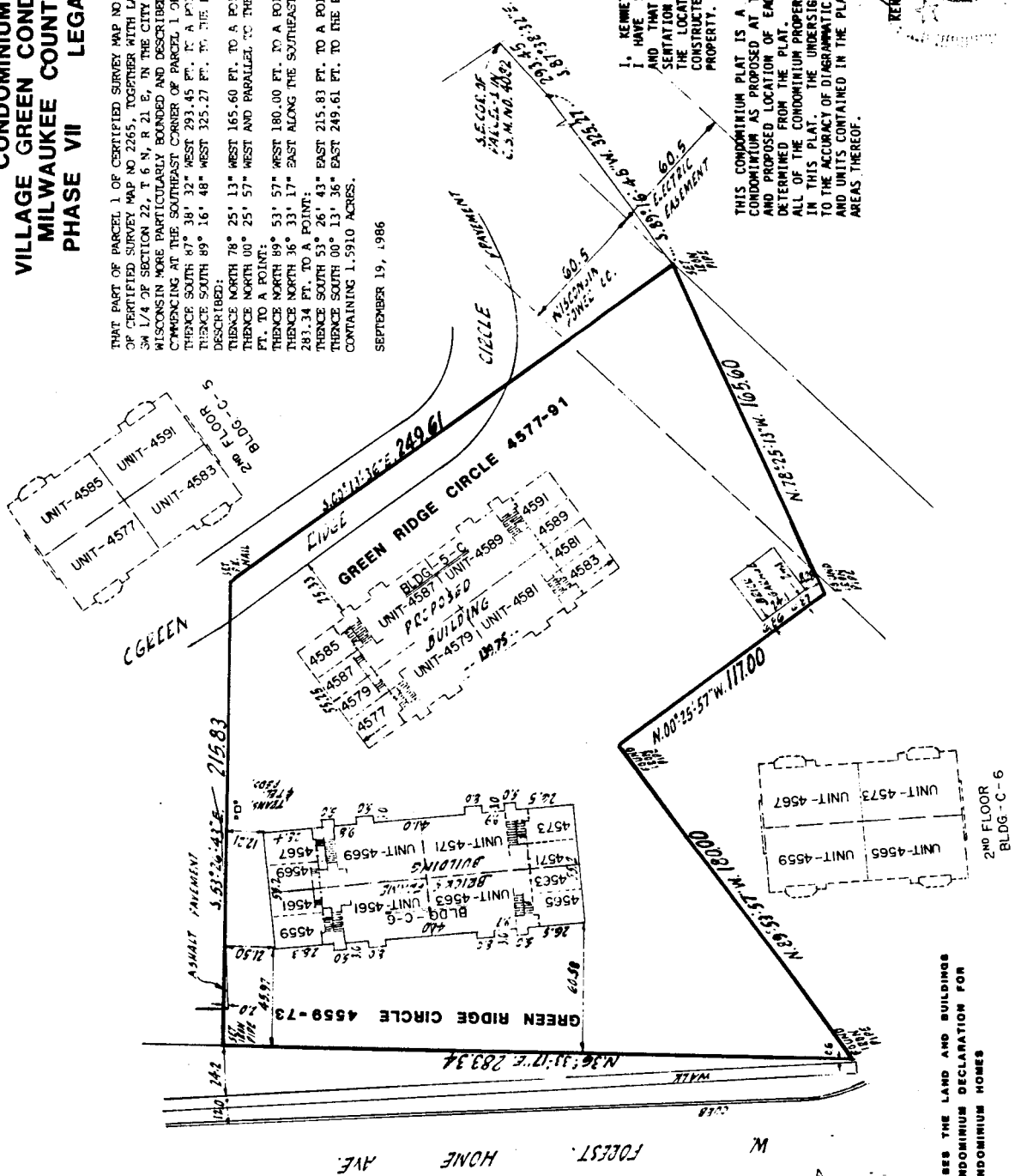
THENCE NORTH 36° 33' 17" EAST ALONG THE SOUTHEASTERLY LINE OF WEST FOREST HOME AVENUE 281.34 FT. TO A POINT;

THENCE SOUTH 53° 26' 43" EAST 215.83 FT. TO A POINT;
THENCE SOUTH 00° 13' 36" EAST 249.61 FT. TO THE POINT OF BEGINNING.

CONTAINING 1.5910 ACRES.

SEPTEMBER 19, 1986

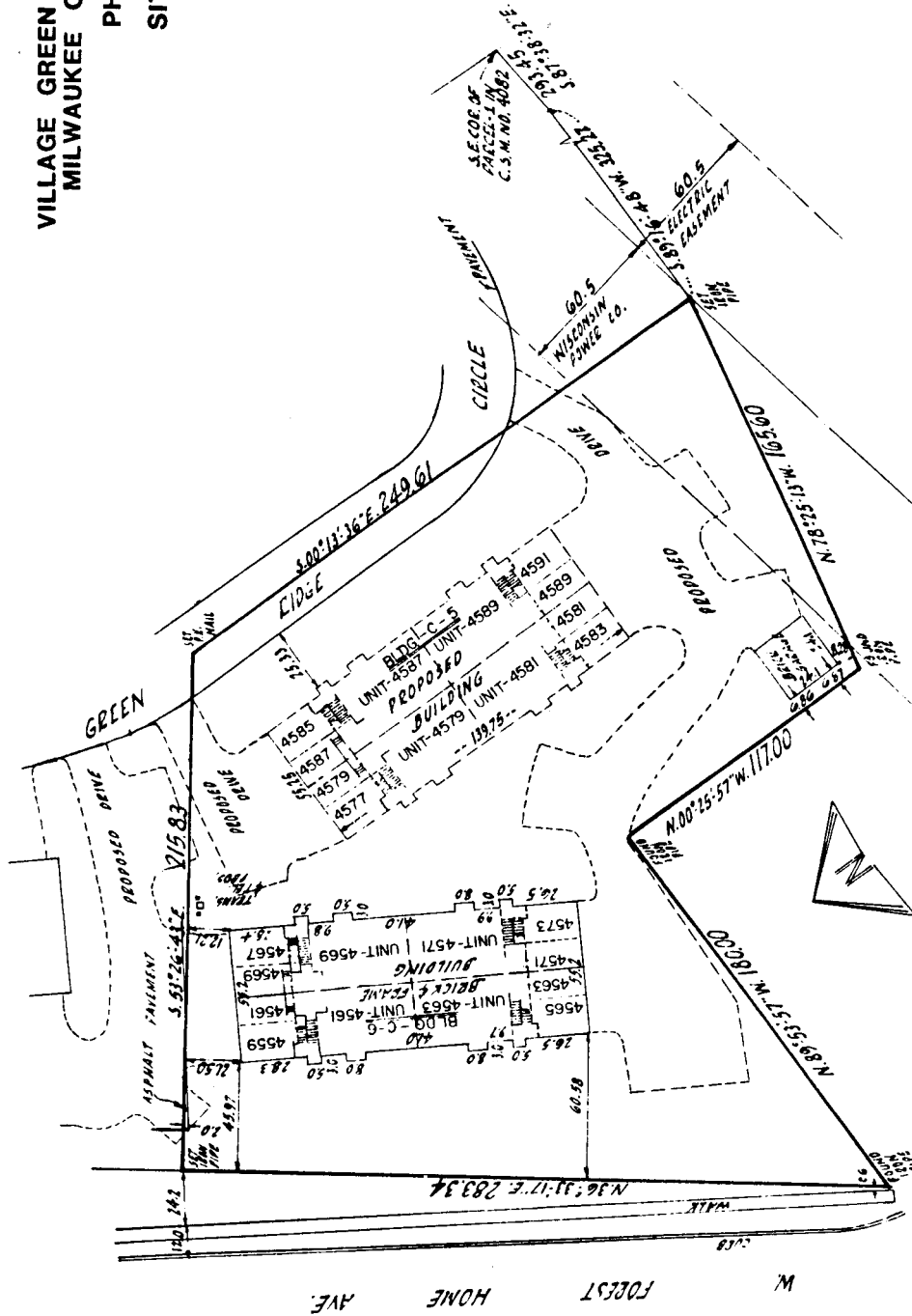
SURVEY NO. 146545-4 VII



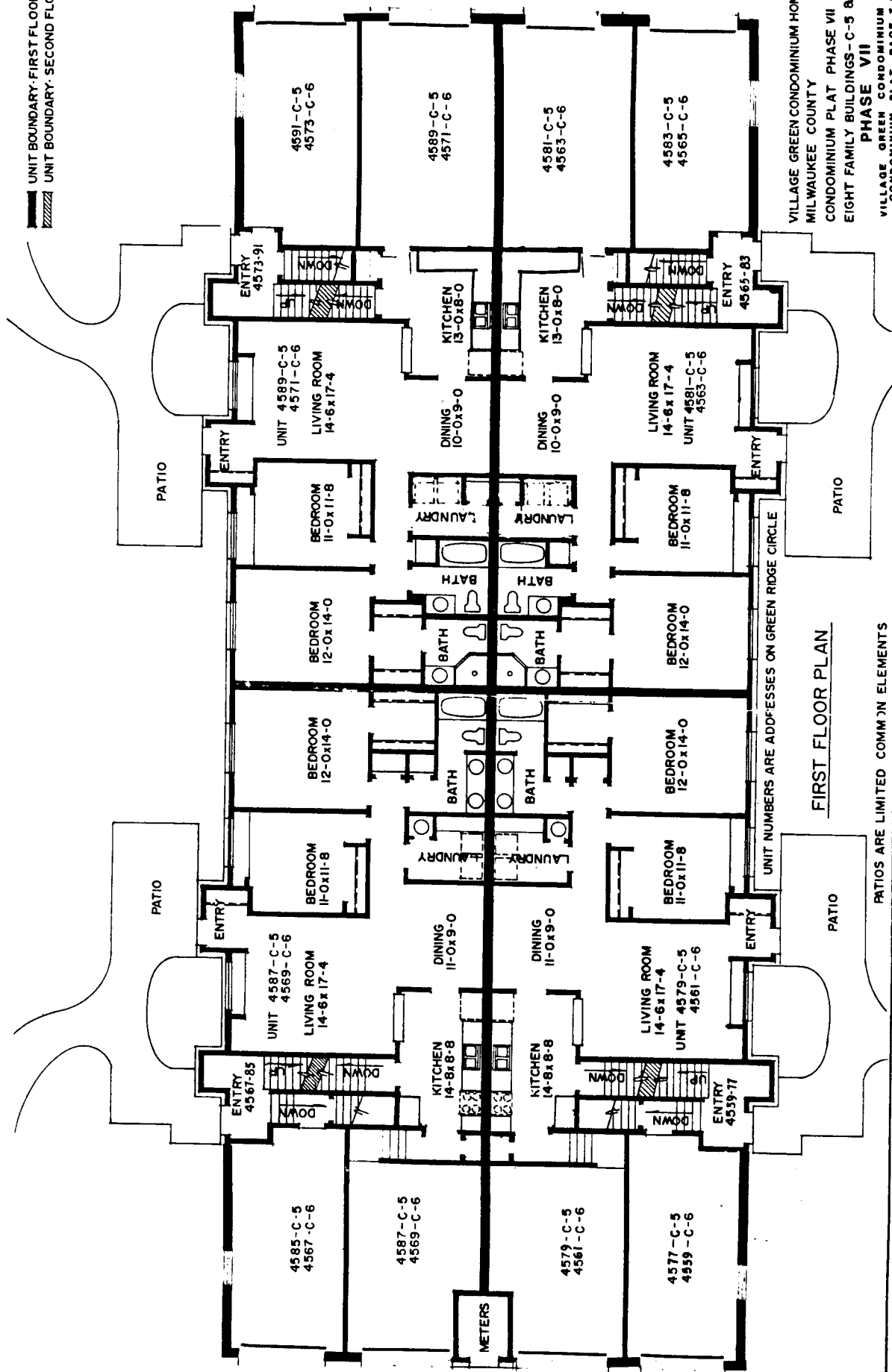
VILLAGE GREEN CONDOMINIUM HOMES
MILWAUKEE COUNTY, WISCONSIN.

PHASE VII
SITE PLAN

PHASE VII
VILLAGE GREEN CONDOMINIUM HOMES
CONDOMINIUM PLAY PAGE 2 OF 5

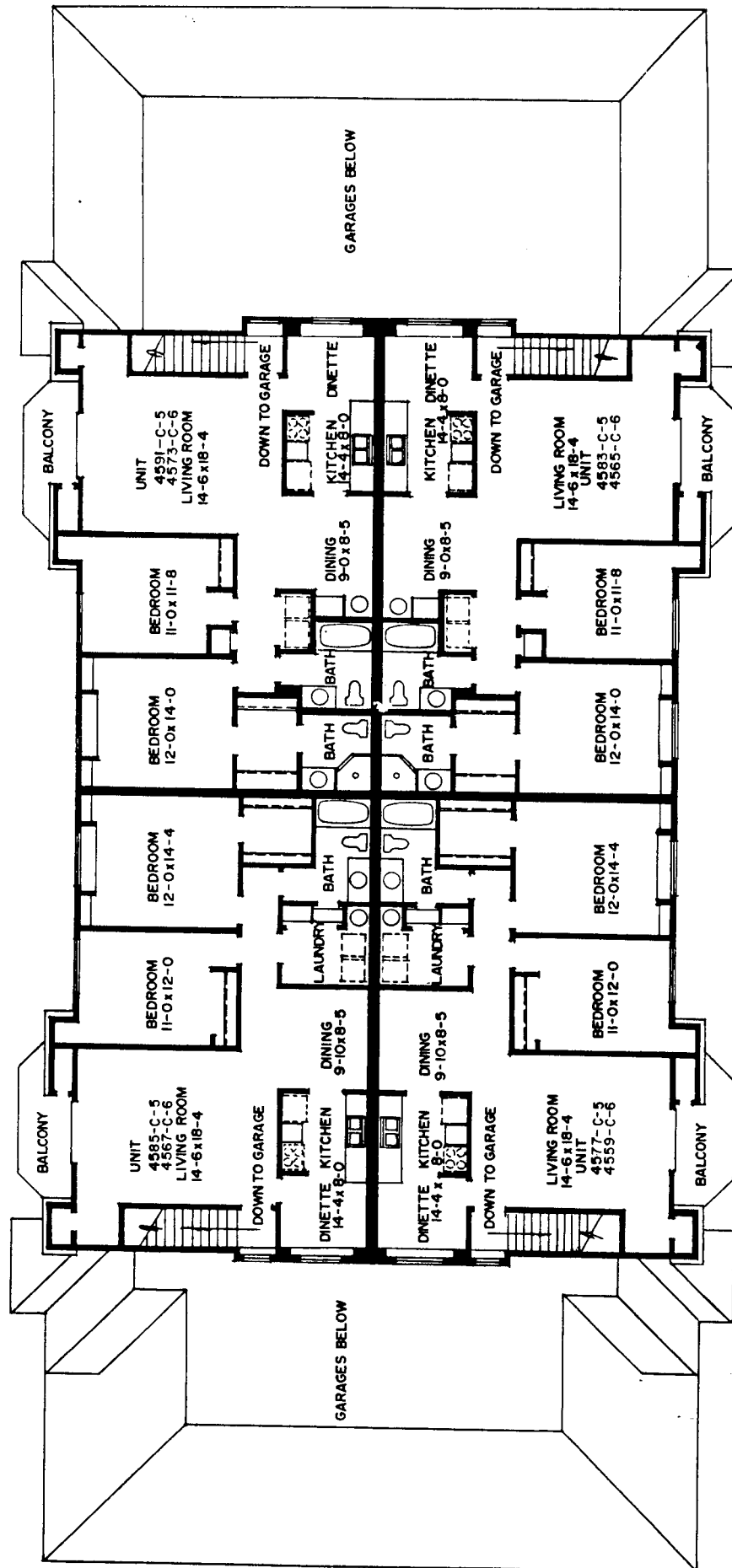


UNIT BOUNDARY - FIRST FLOOR UNIT
UNIT BOUNDARY - SECOND FLOOR UNIT



PATIOS ARE LIMITED COMMON ELEMENTS

UNIT BOUNDARY

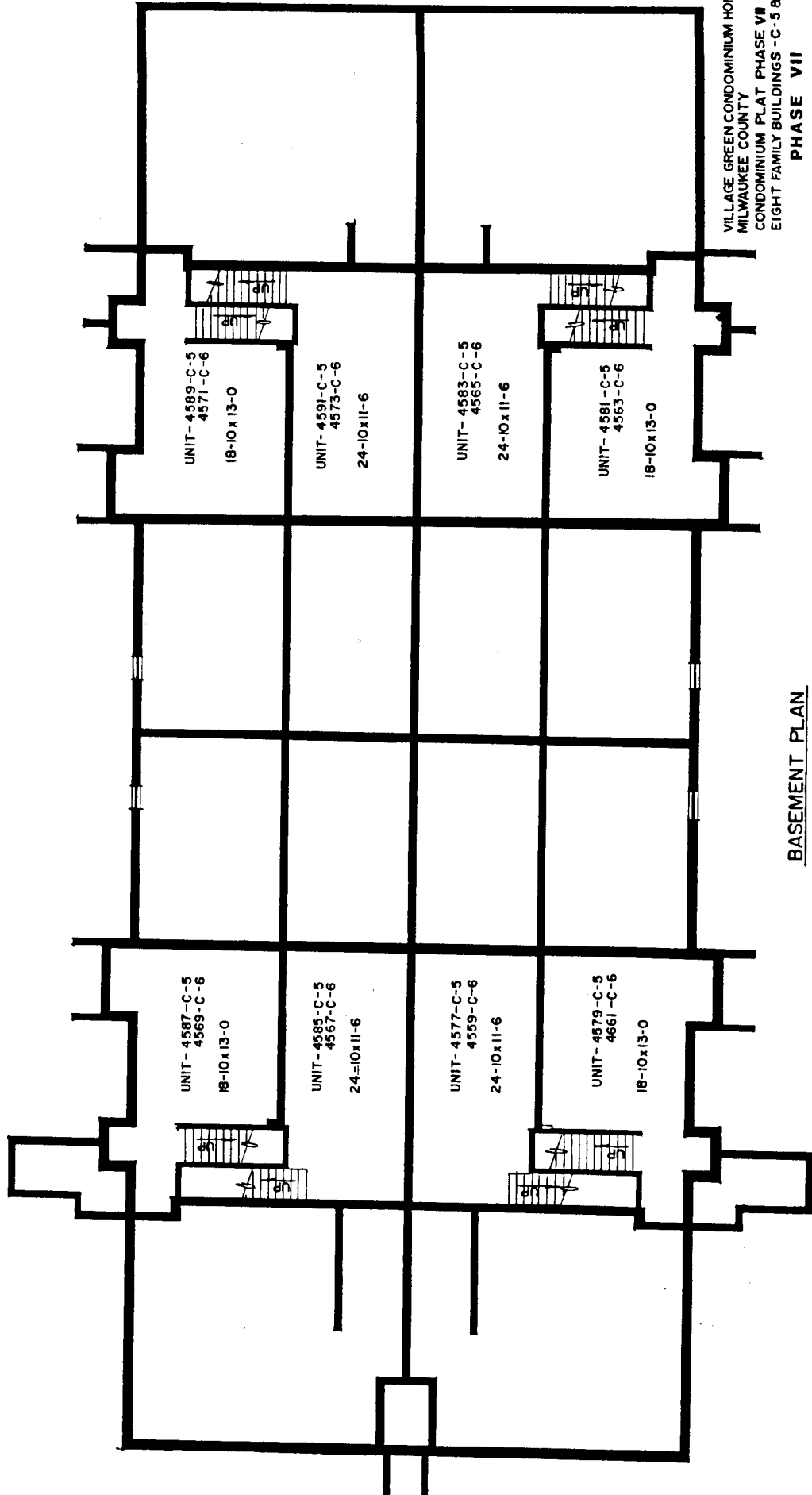


BALCONIES ARE LIMITED COMMON ELEMENTS

SECOND FLOOR PLAN

VILLAGE GREEN CONDOMINIUM HOMES
CONDOMINIUM PLAT PHASE VII
EIGHT FAMILY BUILDINGS C-5 & C-6
MILWAUKEE COUNTY
PHASE VII
VILLAGE GREEN CONDOMINIUM HOMES
CONDOMINIUM PLAT PAGE 4 OF 5

UNIT NUMBERS ARE ADDRESSES ON GREEN RIDGE CIRCLE



BASEMENT PLAN

VILLAGE GREEN CONDOMINIUM HOMES
MILWAUKEE COUNTY
CONDOMINIUM PLAT PHASE VII
EIGHT FAMILY BUILDINGS - C-5 & C-6
PHASE VII
VILLAGE GREEN CONDOMINIUM HOMES
CONDOMINIUM PLAT PAGE 6 OF 8

ARTICLES OF INCORPORATION

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1416-03 374

ARTICLES OF INCORPORATION**OF****VILLAGE GREEN CONDOMINIUM HOMES, INC.
(A Non-Stock, Non-Profit Corporation)**

The undersigned, being a natural person over the age of eighteen (18) years and acting as incorporator of a non-stock, non-profit corporation under the provisions of the Wisconsin Non-Stock Corporation Law, Chapter 181 of the Wisconsin Statutes, does hereby adopt the following as the Articles of Incorporation of such corporation:

ARTICLE I**Name**

The name of the Corporation shall be VILLAGE GREEN CONDOMINIUM HOMES, INC. (the "Association").

ARTICLE II**Period of Existence**

The period of existence of the Association shall be perpetual.

ARTICLE III**Purposes**

The purposes for which this Association 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 ownership (such real estate and improvements hereinafter sometimes referred to as "condominium property"), as provided in the Condominium Ownership Act under the laws of the State of Wisconsin and subject to the terms and conditions of the Condominium Declaration for VILLAGE GREEN CONDOMINIUM HOMES, as recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin (hereinafter referred to as "Declaration");

(b) To serve as a means through which the unit owners may collectively and efficiently administer, manage, operate and control the condominium property in accordance with the Condominium Ownership Act and the Declaration; and

(c) To engage in lawful activity included in and permitted under the Condominium Ownership Act and the Declaration within the purposes for which a non-stock, non-profit corporation may be organized under the Wisconsin Non-Stock Corporation Law.

ARTICLE IV

Powers

The Association shall have and exercise all of the powers enumerated in the Wisconsin Condominium Ownership Act and the Wisconsin Non-Stock Corporation Law, to the extent not inconsistent with the Condominium Ownership Act, or the Declaration, or the By-Laws, including without limitation, the following:

- (a) To exercise exclusive management and control of the common elements and facilities and limited common elements described and set forth in the Declaration;
- (b) To hire, engage or employ and discharge such persons or entities as it may deem necessary or advisable to assist in the management of its affairs or to properly effectuate the duties and responsibilities of the Association as set forth in the Declaration;
- (c) To maintain, repair, replace, reconstruct, operate and protect the common elements and facilities and limited common elements as set forth in the Declaration;
- (d) To determine, levy and collect assessments against the unit owners and use the proceeds thereof in the exercise of its powers and duties, including without limitation, the payment of operating expenses of the Association and the common expenses relating to the maintenance, repair, replacement, reconstruction, operation and protection of the common elements and facilities and limited common elements as described and set forth in the Declaration;
- (e) To enter into contracts on behalf of the unit owners and act as agent of the unit owners, with regard to, among other things, common services as required for each unit, utilities, and such other matters as may be determined by the members of the Association;
- (f) To purchase insurance on the condominium property and insurance for the benefit of the Association and its members as set forth in the Declaration;
- (g) To make and amend By-Laws and reasonable rules and regulations governing, among other things, the use and operation of the condominium property in the manner provided by the Declaration;
- (h) To enforce by legal means the provisions of the Condominium Ownership Act, the Declaration, the By-Laws, assessments and liens against the units, and any rules and regulations governing the use and operation of the condominium property;
- (i) To establish and maintain one or more bank accounts for deposit and withdrawal of the funds of the Association; and
- (j) To do all things necessary or convenient to effectuate the purposes of this Association and the Declaration.

ARTICLE V

Members

All owners of units in VILLAGE GREEN CONDOMINIUM HOMES shall be entitled and required to be members of the Association, and membership shall be limited to such owners. The respective rights, qualifications and obligations of membership shall be as set forth in the By-Laws of the Association.

ARTICLE VI

Principal Office and Registered Agent

The location of the initial principal office of the Association shall be 200 Executive Drive, Brookfield, Wisconsin 53005, and the initial registered agent at such address shall be Kenneth C. Kurtz.

ARTICLE VII

Directors

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

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

Alden E. Orput
Suite 300
1200 Central Avenue
Wilmette, Illinois 60091

W. Frank Nelson
1639 North Alpine Road
Rockford, Illinois 61107

Kenneth C. Kurtz
200 Executive Drive
Brookfield, Wisconsin 53005

ARTICLE VIII

Officers

The principal officers of the Association shall be a President, a Vice President, a Secretary, and a Treasurer. The officers shall be elected, appointed or removed in the manner provided by the By-Laws, and shall have and exercise the powers and duties assigned in the By-Laws.

ARTICLE IX

Incorporator

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

David L. Petersen
Attorney at Law
Quarles & Brady
780 North Water Street
Milwaukee, Wisconsin 53202

ARTICLE X

Stock, Dividends, Dissolution

The Association shall not have or issue shares of stock. No dividend shall ever be paid to members of the Association, and no part of the income, assets or surplus of the Association shall be distributed to its members, directors, or officers, except upon dissolution of the Association. The Association may pay compensation in reasonable amounts to employees, members, directors, or officers for services rendered, except as limited in the By-Laws, and may confer benefits upon its members in conformity with its purposes.

In the event of dissolution of the Association, and the removal of VILLAGE GREEN CONDOMINIUM HOMES from the provisions of the Wisconsin Condominium Ownership Act, all of the Association's assets, after payment of its liabilities and obligations, shall be distributed to the members of the Association in accordance with their undivided percentage interest in the common elements of the condominium.

ARTICLE XI

Amendment

These Articles may be amended in the manner provided by law at the time of amendment.

IN WITNESS WHEREOF, the undersigned has executed these Articles in duplicate this 19 day of November, 1981.


David L. Petersen

STATE OF WISCONSIN)
) ss.
 MILWAUKEE COUNTY)

On this 19th day of November, 1981, personally appeared before me the above named DAVID L. PETERSEN, known to me to be the person whose name is subscribed to the foregoing Articles of Incorporation, and he acknowledged that he executed the same for the purposes therein contained.



Susan T. Wisniewski
 Susan T. Wisniewski
 Notary Public, Milwaukee
 County, Wisconsin
 My Commission: expires 6/13/84

This instrument was drafted by:
 David L. Petersen
 Quarles & Brady
 Attorneys at Law
 780 North Water Street
 Milwaukee, Wisconsin 53202

STATE OF WISCONSIN
 FILED

NOV 23 1981

VEL PHILLIPS
 SECRETARY OF STATE

BY-LAWS

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**BY-LAWS
OF
VILLAGE GREEN CONDOMINIUM HOMES, INC.**

ARTICLE I

Name and Purpose

Pursuant to the Articles of Incorporation of Village Green Condominium Homes, Inc., and the Condominium Declaration for VILLAGE GREEN CONDOMINIUM HOMES recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin (hereinafter "Declaration"), the following are adopted as the By-Laws of VILLAGE GREEN CONDOMINIUM HOMES, INC. (hereinafter sometimes referred to as the "Association"), which is a non-profit non-stock corporation formed and organized to serve as an association of Unit Owners who own real estate and improvements (hereinafter the "Property") under the condominium form of ownership, as provided in the Condominium Ownership Act under the laws of the State of Wisconsin and subject to the terms and conditions of the Declaration.

These By-Laws shall be deemed covenants running with the land and shall be binding on the unit owners, their heirs, administrators, personal representatives, successors and assigns.

ARTICLE II

Members, Voting and Meetings

2.1 Members. The rights and qualifications of the members are as follows:

a. *Defined.* Members of the Association shall be all unit owners, and members shall have one vote for each unit owned. Every unit owner upon acquiring title to a unit under the terms of the Declaration shall automatically become a member of the Association and shall remain a member thereof until such time as his ownership of such unit ceases for any reason, at which time his membership in the Association shall automatically cease.

b. *One Membership and Vote Per Unit.* One membership and one vote shall exist for each unit. If title to a unit is held by more than one person, the membership related to that unit shall be shared by such owners in the same proportionate interests and by the same type of tenancy in which the title to the unit is held. Voting rights may not be split, and shared membership interests must be voted pursuant to the designation contained in the Membership List.

c. *Membership List.* The Association shall maintain a current Membership List showing the membership pertaining to each unit, the address to which notice of meetings of the Association shall be sent, and the person designated to cast the one vote pertaining to such unit. Only the person so designated shall be entitled to cast a vote in person or by proxy. A designation may be limited in time or may be changed by notice in writing to the Secretary of the Association signed by a majority of the persons having an ownership interest in the unit.

d. **Transfer of Membership.** Each membership shall be appurtenant to the unit upon which it is based and shall be transferred automatically upon conveyance of that unit. Membership in the Association may not be transferred, except in connection with the transfer of a unit. Upon transfer of a unit, the Association shall, as soon as possible thereafter, be given written notice of such transfer, including the name and address of the new owner, identification of unit, date of transfer, name of the person designated to vote, and any other information about the transfer which the Association may deem pertinent, and the Association shall make appropriate changes to the Membership List effective as of the date of transfer. The Association may provide Membership Certificates to its members.

2.2 **Quorum and Proxies for Members' Meetings.** A quorum for members' meetings shall consist of a majority of votes entitled to vote. Votes may be cast in person or by proxy in accordance with designations in the Membership List. Proxies shall be valid only for the particular meeting(s) or time period designated therein, up to a maximum of 180 days, unless sooner revoked, and must be filed with the Secretary before the appointed time of the meeting. If any meeting of members cannot be organized because a quorum is not present, a majority of the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present, without further notice. At such adjourned meeting at which a quorum shall be present or represented any business may be transacted which might have been transacted at the meeting as originally noticed.

2.3 **Act by Majority.** The act of a majority of votes of the Association present in person or by proxy at any meeting at which a quorum is present shall be the act of the Association, unless provided otherwise under the Wisconsin Condominium Law.

2.4 **Time, Place, Notice and Calling of Members' Meetings.** Written notice of all meetings stating the time and place and the purposes for which the meeting is called shall be given by the President or Secretary, unless waived in writing by all unit owners, to each member at his address as it appears on the books of the Association and shall be mailed or personally delivered not less than ten (10) days nor more than ninety (90) days prior to the date of the meeting. Notice of meetings may be waived before or after meetings. Meetings shall be held at such time and place as may be designated by the Board of Directors.

2.5 **Annual and Special Meetings.** The annual meeting shall be held on the second Monday in November of each year for the purpose of electing directors and of transacting any other business authorized to be transacted by the members. Special meetings of the members shall be held whenever called by the President or any two members of the Board of Directors and must be called by such officers upon receipt of a written request signed by members with ten percent (10%) or more (but no less than five (5)) of all votes entitled to be cast.

ARTICLE III

Board of Directors

3.1 **Initial Board of Directors.** The initial Board of Directors shall consist of three (3) persons, appointed by Declarant, who need not be members of the Association, to serve until control of the Association passes to the unit owners pursuant to terms of the Declaration. Notwithstanding the foregoing, prior to the conveyance of 25% of the common element interests in VILLAGE GREEN CONDOMINIUM HOMES to purchasers, an Association

meeting shall be held and unit owners other than Declarant shall elect at least 25% of the Board of Directors. Prior to the conveyance of 50% of the common element interests by Declarant to purchasers, an Association meeting shall be held and the unit owners other than Declarant shall elect at least one-third (1/3) of the Board of Directors.

3.2 Number and Qualifications of Directors. After control of the Association passes to the unit owners pursuant to terms of the Declaration, the Board of Directors shall consist of seven (7) persons, to be classified with respect to the terms for which they severally hold office as set forth in paragraph 3.4 below. Each member of the Board of Directors shall be a member of the Association or, in the event that such member of the Association is not a natural person, the appointee of such member of the Association.

3.3 Powers and Duties of the Board of Directors. The affairs of the Association including management and operation of the condominium property shall be governed by the Board of Directors. All powers and duties as shall be necessary for the administration of the affairs of the Association shall be exercised by the Board of Directors. Such powers and duties shall be exercised in accordance with the provisions of the Declaration, the Articles of Incorporation, and these By-Laws.

3.4 Election and Term of Directors. At the first annual meeting of the Association after Association control passes to the unit owners, the members shall elect seven (7) directors to be classified with respect to the terms for which they hold office by dividing them into two (2) classes as follows:

(a) Four (4) directors whose terms will expire after one (1) year, at the next annual meeting of the Association (Class "A" Directors).

(b) Three (3) directors whose terms will expire after two (2) years, at the second annual meeting of the Association after their election (Class "B" Directors).

The successors to the class of directors whose terms expire as set forth above shall be elected to hold office for a term of two (2) years or until their successors are duly elected and qualified, or until any of said directors shall have been removed in the manner hereinafter provided, so that the term of one class of directors shall expire in each year.

3.5 Vacancies on Board. Vacancies on the Board of Directors caused by any reason other than the removal of a director by a vote of the members shall be filled by a vote of the majority of the remaining directors, even though they may constitute less than a quorum, and each person so elected shall be a director until a successor is elected at the next annual meeting of the members at which that class of directors is to be elected.

3.6 Removal of Directors. At any regular or special meeting duly called, any one or more of the directors may be removed with or without cause by a majority of the votes of the membership present or represented at such meeting, providing a quorum is in attendance, and a successor may then and there be elected to fill the vacancy thus created.

3.7 Annual Meeting and Notice. An annual meeting of the Board of Directors shall be held immediately after, and at the same place as, the annual meeting of the members, for

the purpose of transacting such business as may come before the meeting. Notice of the regular annual meeting of the Board of Directors shall not be required.

3.8 Regular Meetings and Notice. The Board of Directors may provide by resolution for regular or periodic meetings of the Board, to be held at a fixed time and place, and upon the passage of any such resolution, such meetings shall be held at the stated time and place without the necessity of other notice than such resolution.

3.9 Special Meetings and Notice. Special meetings of the Board of Directors may be called by the President or by two (2) directors on three (3) days prior written notice to each director, given personally or by mail, which notice shall state the time, place and purpose of the meeting.

3.10 Waiver of Notice. Before, at or after any meeting of the Board of Directors, any director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board shall be a waiver by him of notice of the time and place thereof. If all of the directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

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

3.12 Fidelity Bonds. The Board of Directors may require that some or all officers and/or employees of the Association handling or responsible for Association's funds shall furnish adequate fidelity bonds. The premiums on any such bonds shall be paid for by the Association.

ARTICLE IV

Officers

4.1 Designation, Election and Removal. The principal officers of the Association shall be a President, Vice-President, Secretary and Treasurer, to be elected annually by the Board of Directors. Upon the affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor shall be elected at a regular meeting of the Board of Directors, or at any special meeting called for that purpose. Any two or more offices, except a combination of the offices of President and Secretary and a combination of the offices of President and Vice-President, may be held by the same person.

4.2 President. The President shall be selected from among the members of the Board of Directors and shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all the general

powers and duties which are usually vested in the office of President including, but not limited to, the power to sign, together with any other officer designated by the Board, any contracts, checks, drafts or other instruments on behalf of the Association in accordance with the provisions herein. The President shall perform such duties and have such other authority as may be delegated by the Board of Directors.

4.3 Vice-President. The Vice-President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If both the President and the Vice-President are unable to act, the Board of Directors shall appoint some other member of the Board to act on an interim basis. The Vice-President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

4.4 Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and of the Association and shall have charge of the Association's books and records, and shall, in general, perform all duties incident to the office of the Secretary. The Secretary shall be responsible for maintaining the Membership List and the issuance of Membership Certificates for the Association

4.5 Treasurer. The Treasurer shall have responsibility for the Association's funds and shall be responsible for keeping full and accurate accounts of all receipts and disbursements and financial records and books of account on behalf of the Association. He shall be responsible for the deposit of all monies and all valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors. The Treasurer shall also be responsible for the billing and collection of all common and special charges and assessments made by the Association. The Treasurer shall count votes at meetings of the Association.

4.6 Liability of Directors and Officers. No person shall be liable to the Association for any loss or damage suffered by it on account of any action taken or omitted to be taken by him as a director or officer of the Association, if such person (a) exercised and used the same degree of care and skill as a prudent man would have exercised or used under the circumstances in the conduct of his own affairs, or (b) took or omitted to take such action in reliance upon advice of counsel for the Association or upon statements made or information furnished by officers or employees of the Association which he had reasonable grounds to believe to be true. The foregoing shall not be exclusive of other rights and defenses to which he may be entitled as a matter of law. The Board of Directors may provide directors' and officers' liability insurance in such amounts and with such coverage as may be determined by the Board of Directors to be necessary or advisable from time to time.

4.7 Compensation. No director or officer of the corporation shall receive any fee or other compensation for services rendered to the Association except by specific resolution of the membership.

ARTICLE V

Declarant Control

Notwithstanding any other provisions contained in these By-Laws, Declarant, its successors and assigns, shall have the right at its option to appoint and remove the members of the Board of Directors and officers of the Association and to amend the By-Laws or rules

and regulations of the Association until the earlier of: (a) ten (10) years after the first sale of a unit in VILLAGE GREEN CONDOMINIUM HOMES by Declarant, (b) thirty (30) days after the conveyance of seventy-five percent (75%) of the common element interest to purchasers by Declarant, or (c) until such earlier time as may be determined by Declarant, subject in each case to provisions of the Condominium Ownership Act of Wisconsin. Each owner of a condominium unit in VILLAGE GREEN CONDOMINIUM HOMES shall be deemed by acceptance of any deed to any unit to agree, approve and consent to the right of Declarant to so control the Association.

ARTICLE VI

Operation of the Property

6.1 *The Association.* The Association, acting through the Board of Directors, shall be responsible for administration, maintenance, management and operation of the condominium property, in accordance with the Condominium Ownership Act, the Declaration, the Articles of Incorporation, and these By-Laws. The Association, by resolution of the Board of Directors, shall have full power and authority to borrow money and acquire and convey property on behalf of the Association, provided that any single Association loan, acquisition, conveyance, or mortgage involving the sum of \$10,000 or more, shall first be approved by the membership at an annual or special meeting called for such purpose. The Association may, to the extent it deems advisable, contract for management services or a managing agent with respect to the administration and operation of the condominium.

6.2 *Rules and Regulations.* The Association, through the Board of Directors, shall from time to time adopt rules and regulations governing the operation, maintenance and use of the units and the common elements and facilities by the unit owners and occupants. Such rules and regulations of the Association shall not be inconsistent with the terms of the Declaration or the contracts, documents, and easements referred to in the Declaration, and shall be designed to prevent unreasonable interference with the use of the respective units and the common elements and facilities by persons entitled thereto. The Association members, their lessees or guests, and any occupants of the units shall conform to and abide by all such rules and regulations. A violation of any such rules or regulations shall constitute a violation of the Declaration. The Association through its Board of Directors shall designate such means of enforcement thereof as it deems necessary and appropriate. The rules and regulations may be adopted, altered, and amended or repealed by either the members of the Association or the Board of Directors, in each case by an affirmative vote of 67% or more of the votes present or represented at a meeting at which a quorum is in attendance, provided that no rule or regulation adopted by the members shall be amended or repealed by the Board of Directors if the rule or regulation so adopted so provides.

6.3 *Common Expenses.* The Board of Directors shall determine the common expenses of the Association, and shall prepare an annual operating budget for the Association in order to determine the amount of the assessments payable by each unit to meet the estimated common expenses of the Association for the ensuing year. The amounts required by such budget shall be assessed against the units and allocated among the members of the Association according to their respective percentages of ownership in the common elements and facilities of the Condominium as set forth in the Declaration. The assessments shall be made on an annual basis and shall be prorated and due and payable monthly. If not paid on

or before the due date, the assessment shall bear interest at the prevailing prime rate of interest, determined as of the first day of each month, until paid in full. If delinquent for more than thirty (30) days, the Association may accelerate the annual assessment remaining unpaid with respect to such delinquent unit for purposes of collection or foreclosure action by the Association. In the event the annual budget and assessments are not determined prior to the beginning of a fiscal year of the Association, the assessment for the prior year shall remain in effect until revised by the Board of Directors.

6.4 Operating Budget. The annual operating budget shall provide for two funds, one of which shall be designated the "operating fund" and the other the "reserve fund." The operating fund shall be used for all common expenses which occur annually or more frequently, such as amounts required for the cost of maintenance and repair of the common elements, management services, insurance, common services and utilities, administration, materials and supplies. The reserve fund shall be used for contingencies and periodic expenses such as painting or renovation. In the event the Association incurs extraordinary expenditures not originally included in the annual budget, then such sums as may be required in addition to the operating fund may be charged against the reserve fund. In the event that both funds prove inadequate to meet the necessary common expenses, or at the discretion of the Board of Directors, the directors may levy further assessment(s) against the unit owners.

The reserve fund may also be used to discharge mechanic's liens or other encumbrances levied against the entire property, or against each unit, if resulting from action by the Association. The unit owner or owners responsible for any lien which is paid by the Association but not the obligation of the Association shall be specially assessed for the full amount thereof. The directors may also use the reserve fund for the maintenance and repair of any unit if such maintenance and repair, although the obligation of the unit owner, is necessary to protect the common property. The full amount of the cost of any such maintenance or repair shall be specially assessed to the unit owner responsible therefor.

The annual budget shall be prepared and determined by November 1st of each calendar year. The Board of Directors shall advise all members of the Association in writing of the amount of common assessments payable on behalf of each unit by the date of the annual membership meeting and shall furnish copies of the budget on which such common assessments are based to each member.

If within fifteen (15) days after the annual membership meeting a petition is presented to the Board of Directors protesting such assessments or the budget upon which they are based, and the petition is signed by members representing more than fifty percent (50%) of the membership entitled to vote with respect to such assessments, then the directors shall notify all members of a meeting called for the sole purpose of reviewing such assessments or budget. At such meeting, the vote of more than fifty percent (50%) of the membership entitled to vote may revise the budget and assessments, and such revised budget and corresponding assessments shall replace for all purposes the ones previously established; provided, however, that the annual budget and assessments may not be revised downward to a point lower than the average total budget for the preceding two years and provided further, that if a budget and assessments have not been established and made for any two preceding years, then the budget and assessments may not be revised downward until two years of experience exist.

6.5 Default and Liens. All assessments, until paid, together with interest and actual costs of collections, constitute a lien on the units on which they are assessed and on the undivided interest in the common elements appurtenant thereto. If a member of the Association is in default in payment of any charges or assessments for a period of more than thirty (30) days, the Board of Directors, in the name of the Association, may file liens therefor and bring suit for and on behalf of the Association, as representative of all members, to enforce collection of such delinquencies or to foreclose the lien therefor, as provided by law, and there shall be added to the amount due the costs of collection and interest, together with attorney fees. Liens shall be signed and verified on behalf of the Association by any officer of the Association. The owners of a unit against which a lien has been filed shall not be entitled to vote at Association meetings until the lien has been paid in full.

ARTICLE VII

Repairs and Maintenance

7.1 Individual Units. Each unit owner, at his sole expense, shall be responsible for keeping the interior of his unit and all of its equipment, fixtures and appurtenances in good order, condition and repair and in a clean and sanitary condition. Each unit owner must perform properly or cause to be performed all maintenance and repair work within his own unit which if omitted would affect the project in its entirety or in a portion belonging to other owners, and such owner shall be personally liable to the Association or to adjoining unit owners, as the case may be, for any damages caused by his failure to do so. Without in any way limiting the foregoing, in addition to decorating and keeping the interior of the unit in good repair, each unit owner shall be responsible for the maintenance, repair or replacement of any doors and windows (including washing and replacement of broken glass), garage doors, screens and screening, lighting fixtures, refrigerators, ranges, heating and air conditioning equipment (including compressor and associated equipment), plumbing fixtures, dishwashers, disposals, laundry equipment such as washers and dryers, water heaters, interior electrical wiring and fixtures, doorbells, or other equipment which may be in, or connect with, the unit or the limited common elements appurtenant to the unit. For purposes of uniformity of external appearance, the Association may specify the type and quality of materials to be used in replacing, repairing, painting or maintaining external fixtures such as entry doors, garage doors, lighting fixtures and other items which may be determined from time to time by the Board of Directors of the Association.

7.2 Common Elements and Facilities. The Association shall be responsible for the management and control of the common and limited common elements and facilities and shall cause the same to be maintained, repaired and kept in good, clean, attractive and sanitary condition, order, and repair, except to the extent individual unit owners are responsible therefor as provided hereinafter with respect to limited common elements. Without in any way limiting the foregoing, the Association shall be responsible, at Association expense (unless necessitated by the negligence or misuse of a unit owner, in which case such expense shall be charged and specially assessed to such unit owner), for accomplishment of the following specific items of maintenance and repair with respect to the common and limited common elements:

— All painting, repairing, restoration, maintenance, and decorating of building exteriors, walls and roofs, including balconies and patios, and including painting of exterior doors and garage doors, and repair and replacement of doors, glass and screening in common areas of buildings

— All cleaning, painting, repair, restoration and general maintenance of common areas within buildings, including common entryways, corridors, hallways, stairways, and common building storage areas

— General repair, maintenance, repair or replacement of exterior fixtures including gutters, downspouts and exterior lighting fixtures and associated equipment

— Lawn care, including landscaping, fertilizing, watering, weed control, tree pruning, grass cutting, edging and trimming, as required

— Maintenance, repair or restoration of streets, sidewalks, driveways, parking areas and vehicle storage areas which are a part of the condominium property

— Snow and ice removal with regard to streets, walks, drives and parking areas within the condominium property

— Provision, maintenance and storage of equipment and materials required to accomplish the foregoing.

7.3 Limited Common Elements. Each unit owner, at his sole expense, shall be responsible for keeping the limited common elements appurtenant to his unit, as defined in the Declaration, in a good, clean, sanitary and attractive condition. No objects or structures, other than movable furniture or decorative pieces, shall be placed upon the limited common elements without the prior written consent of the Board of Directors of the Association. Every unit owner shall have the right to decorate the limited common elements appurtenant to his unit in a nonstructural manner provided that decorations which are visible to other units or to the public shall have the prior written approval of the Board of Directors of the Association.

7.4 Association Services. The Association may provide any service or maintenance requested by a unit owner or owners with respect to individual units or limited common elements that the Association is able and willing to provide or perform, and shall specially assess such requesting owner or owners therefor.

ARTICLE VIII

Duties and Obligations of Unit Owners

8.1 Rules and Regulations. The units and the common elements and facilities and limited common elements (hereinafter in this paragraph sometimes collectively referred to as "commons") shall be occupied and used in accordance with the Declaration, the Articles of Incorporation, these By-Laws, and the rules and regulations adopted by the Association from time to time, including the following:

(a) *Use.* No unit owner shall occupy or use his unit or the limited common elements appurtenant thereto, or permit the same or any part thereof to be occupied or used for any purpose other than as a private residence for the owner, the owner's family, or the owner's lessees or guests. No trade or business shall be conducted on the condominium property or from any unit.

(b) *Parking.* Each unit in VILLAGE GREEN CONDOMINIUM HOMES includes an indoor parking garage. In addition, unit owners may utilize parking areas immediately in front of their respective garages for parking of passenger automobiles. However, no other motorized vehicles, boats, campers, trailers, recreational vehicles, or other vehicles of any sort shall be stored or parked, even temporarily, in surface parking areas. Such boats, campers, trailers, recreational vehicles, or other vehicles may be stored or parked only in the indoor parking garages or in areas designated for such purpose by the Association.

(c) *Animals and Poultry.* No animals, livestock or poultry of any kind shall be raised, bred, or kept in any unit or in the commons, except that dogs, cats, birds and fish may be kept as household pets by unit owners, provided they are not kept or maintained for commercial or breeding purposes, and are kept subject to rules and regulations which may be adopted by the Association regarding same.

(d) *Pet Restrictions.* Dogs kept as pets at VILLAGE GREEN CONDOMINIUM HOMES shall be limited in size to a standing height of no more than 16" and to a weight limitation of no more than 20 pounds. A pet shall not be allowed at large within the commons or the common areas of buildings, and shall always be leashed and within the immediate control of a person when outside of any building. All droppings must be picked up and disposed of by the person in control of a pet. Owners of pets shall take reasonable precautions and efforts to prevent their pets from being a nuisance or annoyance to other unit owners or occupants.

(e) *Window Treatments.* Within thirty (30) days after the occupancy of any unit, the owner of the unit shall provide appropriate window treatments, so that all windows within the unit are either uncovered or are treated with pleated drapes properly hung on drapery rods, shutters, or window shades.

(f) *Obstructions.* There shall be no obstruction of the commons.

(g) *Increase of Insurance Rates.* Nothing shall be done or kept in any unit or in the commons which will increase the rate of insurance on the commons, without the prior consent of the Association. No unit owner shall permit anything to be done or kept in his unit or in the commons which will result in the cancellation of insurance on any unit or any part of the commons, or which would be in violation of any law or ordinance. No waste will be committed in the commons.

(h) *Signs.* No sign of any kind shall be displayed to the public view on or from any unit or the commons, excepting reasonable signs showing a unit "for sale," without the prior consent of the Association.

(i) *Noxious Activity.* No noxious or offensive activity shall be carried on in any units or in the commons, nor shall anything be done therein which may be or become an annoyance or nuisance to others.

(j) *Alteration, Construction or Removal.* Nothing shall be altered or constructed in or removed from the common elements and facilities, except upon the written consent of the Association.

(k) *Conflict.* The above rules and regulations, and those which may be hereafter adopted by the Association, are in addition to the Declaration, and the documents, contracts, declarations, and easements set forth in the Declaration, and in the event of a conflict, the Declaration and contracts, declarations, and easements set forth and referenced therein shall govern.

(l) *Enforcement.* The foregoing rules and regulations and other rules and regulations adopted by the Association shall be enforced by such means as the Association deems necessary and appropriate, including recourse to civil authorities, court action if necessary, and monetary fines of not less than \$50 per violation to be charged and assessed against the owners of units who violate or whose guests or unit occupants violate such rules and regulations. Such fines shall be charged and assessed against the subject unit and may be enforced and collected as an assessment for common expenses, including the foreclosure of a lien therefor.

ARTICLE IX

General

9.1 *Fiscal Year.* The fiscal year of the Corporation shall begin on the first day of January and end on the last day of December in each year, unless a different fiscal year is elected on the first annual tax return filed by the Association.

9.2 *Address.* The mailing address of the Association shall be 7438 Green Ridge Circle, Greenfield, Wisconsin 53220, until such time as Declarant has sold all units in the Condominium, at which time a new mailing address may be designated by the Association.

9.3 *Seal.* The Board of Directors shall provide a corporate seal which shall be circular in form and shall have inscribed thereon the name of the corporation and the words "Corporate Seal, Wisconsin."

ARTICLE X

Amendments

10.1 *By Members.* These By-Laws may be altered, amended or repealed and new By-Laws may be adopted by the members, at any meeting called for such purpose, by the affirmative vote of unit owners having sixty-seven percent (67%) or more of the votes in the Association.

10.2 *Rights of Declarant.* No amendment of these By-Laws shall alter or abrogate the rights of Declarant as contained in these By-Laws.

ARTICLE XI

Miscellaneous

11.1 *Record of Ownership.* Every unit owner shall promptly cause to be duly recorded or filed of record the deed, assignment or other conveyance to him of such unit or other evidence of his title thereto, and shall file any lease with and present such other evidence of his title to the Board of Directors, and the Secretary shall maintain all such information in the Membership List of the Association.

11.2 *Mortgages.* Any unit owner who mortgages his unit or any interest therein shall notify the Board of Directors of the name and address of his mortgagee, and also of any release of such mortgage, and the Secretary shall maintain all such information in the Membership List of the Association.

11.3 *Statement of Assessments.* The Board of Directors or Treasurer of the Association, at the request of any mortgagee or any prospective purchaser of any unit or interest therein, shall provide a statement to such person as to the amount of any assessments against such unit then due and unpaid, within ten (10) business days after such request is received.

11.4 *Indemnity of Officers and Directors.* Every person who is or was a director or an officer of the Association (together with the heirs, executors and administrators of such person) shall be indemnified by the Association against all loss, costs, damages and expenses (including reasonable attorneys' fees) asserted against, incurred by or imposed upon him in connection with or resulting from any claim action, suit or proceeding, including criminal proceedings, to which he is made or threatened to be made a party by reason of his being or having been such director or officer, except as to matters as to which he shall be finally adjudged in such action, suit or proceeding to be liable for gross negligence or willful misconduct. In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of gross negligence or willful misconduct in the performance of his duty as such director or officer in relation to the matter involved. The Association, by its Board of Directors, may indemnify in like manner, or with any limitations, any employee or former employee of the Association with respect to any action taken or not taken in his capacity as such employee. The foregoing rights of indemnification shall be in addition to all rights to which officers, directors or employees may be entitled as a matter of law.

All liability, loss, damage, costs and expense incurred or suffered by the Association by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Association as common expenses; provided, however, that nothing in this Article XII contained shall be deemed to obligate the Association to indemnify any member or owner of a condominium unit who is or has been an employee, director or officer of the Association with respect to any duties or obligations assumed or liabilities incurred by him under and by virtue of the Declaration, Wisconsin's Condominium Ownership Act, the Articles and By-Laws of the Association, as a member of the Association, or owner of a condominium unit.

11.5 *Subordination.* These By-Laws are subordinate and subject to all provisions of the Declaration and any amendments thereto and the Condominium Ownership Act under

the laws of the State of Wisconsin, which shall control in case of any conflict. All terms herein (except where clearly repugnant to the context) shall have the same meanings as in the Declaration or said Condominium Ownership Act.

11.6 *Interpretation.* In case any provision of these By-Laws shall be held invalid, such invalidity shall not render invalid any other provision hereof which can be given effect. Nothing in these By-Laws shall be deemed or construed to authorize the Association or Board of Directors to conduct or engage in any active business for profit on behalf of any or all of the unit owners.

— End of By-Laws —

DEVELOPER'S AGREEMENT

THIS AGREEMENT, made and entered into this 22th day of August, 1981 by and between the CITY OF GREENFIELD, a municipal corporation, organized and existing under the laws of the State of Wisconsin, with principal offices located at 7325 West Forest Home Avenue, hereinafter called "City"; and STEELE DEVELOPMENT CORPORATION, 200 Executive Drive, Brookfield, Wisconsin 53005, hereinafter called "Developer".

WHEREAS, Developer has presented to City for approval its Planned Development Project, Village Green Condominium, and certain required improvements must be provided for:

NOW, THEREFORE, and in consideration of the approval by the City of the Planned Development Project, the Developer promises, covenants and agrees as follows:

1. That this Agreement shall be binding upon Developer's heirs, executors, administrators, successors and assigns, and shall be recorded or filed in the Register of Deeds Office for Milwaukee County.

2. The Developer shall develop in two (2) phases. Phase I shall be completed within eighteen (18) months of the date of this instrument. Phase II shall not begin until Phase I is completed and approved by City.

3. The Developer acknowledges that this Agreement pertains to Phase I of Village Green Condominium until a separate agreement has been executed and fulfilled for said Phase II.

4. The Developer has caused a Certified Survey Map No. 4082 to be prepared to show the size and location of the Development. This document is attached hereto and labeled Exhibit No. 1.

5. The Developer has caused detailed construction plans to be prepared for sanitary sewers within this Development. These plans are attached hereto and labeled

Exhibit No. 2. The plans include sheets 1 of 2 and 2 of 2. These plans are approved, and connections between the sanitary sewer lines in the Development and existing public sewer lines as shown in the plans are approved subject to the condition that approval is obtained from the Department of Natural Resources and the Sewerage Commission of the City of Milwaukee.

6. The Developer has caused detailed sanitary sewer easement plans and legal descriptions necessary for these easements to be prepared. These easement documents are attached hereto and labeled as Exhibit No. 3.

7. The Developer has obtained approval from the Wisconsin Department of Natural Resources per a letter dated 5-15-81. This approval was given subject to conditions listed in said letter, which conditions are adopted herein by reference. This letter is attached hereto and labeled as Exhibit No. 4.

8. The Developer has caused detailed construction plans to be prepared for storm sewers within the Development. These plans are attached hereto and labeled as Exhibit No. 5. These plans include sheets 1 of 4, 2 of 4, 3 of 4, and 4 of 4 and are approved subject to the condition that approval is obtained from the Sewerage Commission of the City of Milwaukee.

9. The Developer has caused detailed storm sewer easement plans and legal descriptions necessary for these easements to be prepared. These documents are attached hereto and labeled as Exhibit No. 6.

10. The Developer has caused detailed construction plans to be prepared for water mains within the Development. These plans are attached hereto and labeled as Exhibit No.

7. These plans include Sheets 1 of 3, 2 of 3, and 3 of 3 and are approved subject to the condition that approval is obtained from the City of Milwaukee and the Department of

Natural Resources. The Developer further acknowledges that he must enter into a Developer's Agreement with the City of Milwaukee for the installation of water mains to this project.

11. The Developer shall provide water main easements to the City of Milwaukee as required as described on Exhibit No. 8 attached hereto and made a part hereof.

12. The Developer has caused a detailed landscaping plan to be prepared for the landscaping of the Development. This plan is attached hereto and labeled as Exhibit No. 9. This plan includes one sheet.

13. The Developer has caused a dimensioned site plan to be prepared for the placement of buildings and roads in the Development. This plan is attached hereto and labeled as Exhibit No. 10. This plan consists of sheet 1 of 1.

14. The Developer acknowledges that said streets, roadways, parking areas, etc., are private and therefore the responsibility of said Development. No cost or charges shall be borne by City for the installation, construction, reconstruction, maintenance and/or repair of said streets, roadways, parking areas, etc.

15. The Developer has caused a detailed grading plan to be prepared for grading within the Development. This plan is attached hereto and labeled as Exhibit No. 11. This plan includes Sheet 1 of 1.

16. The State of Wisconsin has Ornamental Street Lights and buried cable-in-duct on West Forest Home Avenue within the limits of this project. The Developer shall engage and pay for the services of a licensed electrician to determine the exact location of these cables prior to commencing any work in this area. The Developer shall perform this work in cooperation with the City Engineer. The Developer shall be responsible for the repair of any wiring, cables, poles, etc., that may be damaged by the

storm sewer, water lateral, sanitary sewer lateral, grading or driveway construction. In the event that damage between any two poles is of an extent that in the judgment of the City Engineer and/or the State of Wisconsin it is impractical to repair this damage, then a new cable-in-duct system shall be installed by the Developer between these respective poles.

17. City acknowledges per Sanitary Sewer Allocation Program Rules and Regulations, Item #5C adopted by the Common Council on 12/20/77, that City shall refund the \$16,000.00 (Receipt #22992) deposit for sanitary sewer allotment to Developer, if this document is executed within twelve (12) months of 3/6/81. The balance of said deposit shall be refunded if an agreement for Phase II is executed within twelve (12) months of 3/6/81.

18. Developer agrees to deposit with City \$9,600.00 (64 units x \$150.00/unit) as "Payment in Lieu of Dedication" for park and open spaces in conformance with Section 20.06 of the City Code, Ordinance No. 944.

19. The Developer shall, entirely at his expense, within a period of eighteen (18) months commencing with the date of this instrument, construct, install, furnish and provide adequate facilities to provide surface water drainage, sanitary sewer facilities, water mains, streets and roadways. These facilities shall be constructed and installed per the plans attached hereto and on record in the City Engineer's Office. All work shall be installed in accordance with the City's specifications. The Developer agrees that no building permits shall be issued for any buildings within this Planned Development until all the underground utilities and roadway sub-bases are installed and approved in this phase.

20. The Developer shall deposit with the City Treasurer the following amounts of money for the stated purposes:

\$ 3,000.00	Cash deposit for City administration and inspection of sanitary sewer.
500.00	Cash deposit for City administration and legal expenses.
2,600.00	Cash deposit for City administration and storm sewer inspection and as-builts.
3,500.00	Cash deposit for City administration and water main inspection including all costs charged to the City of Greenfield by the City of Milwaukee.
9,600.00	Cash deposit for "Payment in Lien of Dedication" (Ordinance No. 944). This amount is a one-time, non-adjustable payment for park funds.
<hr/>	
\$19,200.00	Total Cash Deposit

If the actual cost exceeds said amounts, Developer shall make up any deficiency. If the actual cost is less than said amounts, the City will return the excess. In addition, the Developer will provide the following performance bonds:

- 8/30/14/150 {
1. Bond in the amount of _____ for the installation of water mains.
 2. Bond in the amount of _____ for the installation of sanitary sewer mains.
 3. Bond in the amount of _____ for the installation of storm water drainage system.
 4. Bond for the landscaping and amenities due upon request for an occupancy permit for the buildings. The amount of this bond to be determined at the time of request for an occupancy permit.

Insuring that such facilities as required by City ordinance will be installed as therein provided and within the time limits set forth herein.

21. Developer shall provide all street signs for the subdivision in accordance with City specifications.

22. It is mutually agreed that all exhibits referred to and/or attached hereto are part of this Agreement and any conditions contained in any approvals as called for herein

are also incorporated within this Agreement and made a part hereof.

23. It is mutually agreed that all rights of way and/or easements shown on any exhibit referred to herein for any of the following but not limited thereto because of enumeration thereof, storm sewer, sanitary sewer, water mains, open drainage ways, lateral extensions shall be deemed granted and/or dedicated and accepted, and the City shall not have any monetary obligation to any person, firm or corporation as a result thereof. Written easements and right of way shall be provided to the City by Developer on request.

24. It is mutually agreed that all terms and conditions pertaining to the Development as imposed by the City Plan Commission, Board of Public Works, Sewer and Water Commission and Common Council and as set forth in their official minutes are made a part hereof by reference as though fully set forth herein.

25. If Developer should be adjudged a bankrupt, or if it should make a general assignment for the benefit of its creditors, or if it or its contractors should disregard statutes, ordinances, regulations, orders, or the instruction of the City Building Inspector and the City Engineer, or if he should fail to perform any provisions of this Agreement, then the City's Board of Public Works, upon the certificate of the City Engineer that sufficient cause exists to justify such action, may, without prejudice to any other right to remedy of City, including the right to damages, and after giving Developer and its surety ten (10) days' written notice, take possession of the premises and of all materials, tools, equipment and plant thereon and finish the work by whatever method it may deem expedient, and Developer, or its surety in the event of its default, shall pay City the cost of so completing the work.

Developer's Surety shall have the right to complete the work, but in the event that performance has not been commenced within ten (10) days from the date of notice to Developer of suspension of the work, then City's Board of Public Works has the right to continue in possession of and utilize, for the completion of the work, any and all materials, tools, equipment and plant which Developer or its contractors have had delivered upon the site of the work and to prosecute the work to completion as it may deem expedient and at the expense of Developer and its surety.

Whether or not City's Board of Public Works elects to take charge of the work, Developer shall be liable to City for its damages sustained by failure to complete the work on time, in addition to the cost of completion of the work.

26. In addition to, and not to the exclusion or prejudice of, any other provisions of this Agreement, Developer shall indemnify and save harmless City, its officers and employees, and shall defend the same, from and against any and all liability, claims, loss damages, interest, actions, suits, judgments, costs, expenses, attorneys' fees and the like, to whomsoever owed and whomsoever and whensoever brought or obtained, which may in any manner result from or arise in the course of or out of the performance of the work and this Agreement, expressly including though not limited to: negligence and the breach of any duty whether imposed by statute, ordinance, regulation, order, decree or law of any sort or by contract, on the part of Developer, or its officers, employees, agents, workmen, or independent contractors, in carrying out the work and in supervising and safeguarding the same in any respect whatever, the infringement of any patent, trademark, trade name, or copyright; claims arising under any law including Workmen's Compensation Law.

In every such case, where judgment is recovered against

City, if notice has been given to Developer of the pendency of suit within ten (10) days after its commencement, the judgment shall be conclusive upon Developer, not only as to the amount of damages, but also as to its liability to City.

27. Developer shall remedy or cause to be remedied any defects due to faulty materials or workmanship, and shall pay for any damage resulting therefrom, which shall appear within a period of one year from the date of City's acceptance of the work.

28. Developer shall, in the performance of this Agreement, comply with and give all stipulations and representations required by all applicable federal, state and local laws, ordinances and regulations, Developer shall also require such compliances, stipulations and representations with respect to any contract entered into by Developer with others (pertaining to the work covered by this Agreement) as may be required by all applicable federal, state and local laws, ordinances and regulations.

Should Developer fail with respect to any of these provisions, it shall indemnify and hold harmless, City and all of its officers, agents and employees from any liability or damage on account of such failure.

29. The City representatives shall at all times have access to the work wherever it is in preparation or progress and Developer shall provide proper facilities for such access and for inspection. If any work is covered up without approval or consent of the City, it will, if required by the City, be uncovered for examination at Developer's expense. Re-examination or questioned work may be ordered by the City and if so ordered, the work will be uncovered by Developer, but if such work be found in accordance with the applicable plans, specifications, and regulations, City shall pay the cost of re-examination and replacement. If such work be found not in accordance with

such plans, specifications and regulations, Developer shall pay such cost.

30. All work shall be done subject to the approval of the City's representatives. They shall decide all questions which arise as to the amount, quality, and acceptability of materials furnished, work performed, manner of performance, rate of progress of the work, interpretation of plans, specifications and regulations and acceptable fulfillment of this Agreement.

31. The work shall be under the full charge and care of Developer until accepted by City.

Developer shall be responsible for the work of its contractors, and every part thereof, for all materials, tools, appliances and property of every description used in connection therewith. It shall specifically and distinctly assume and does so assume all risks of damage or injury to property or persons used or employed on or in connection with the work and of all damage or injury to any persons or property wherever located, resulting from any action or operation under this Agreement or in connection with the work, and undertakes and promises to protect and defend City against all claims on account of any such damage or injury.

32. Contemporaneously with the execution of this Agreement and to secure faithful performance of all provisions thereof, Developer shall furnish to the City Performance Bonds in the amounts of (1) \$132,141.50, (2) _____, ~~(3)~~ _____ and (4) a bond for the landscaping and other amenities shall be due before an occupancy permit shall be issued for the buildings. The amount of this bond is to be determined at the time of request for an occupancy permit, and a cash deposit in the amount of \$19,200.00, the total amount of all items being the estimate of the cost of completing all the above-named work and of the costs to be incurred by the City.

The bonds shall be executed by Developer and a surety company satisfactory to City and shall guarantee to City, the performance by Developer of all the provisions of this Agreement, including without limitation by reason of this express reference thereof, to hold harmless, indemnify and guarantee provisions of the same.

In the event the Developer defaults in any manner under this Agreement, City may proceed against Developer or its surety and/or, at City's option, may apply part of all of the cash deposit thereon to remedy or cure such default. The City may also withhold building permits and/or occupancy permits in case of any default on the part of the Developer.

33. The signing and execution of this instrument by the Developer shall act as a grant and dedication to the public all easements referred to herein for the purposes indicated. In the event separate easement documents are not executed, reference shall be made to plans submitted by Developer and approved by the City to delineate and identify the location and boundaries of said easements.

34. It is understood by Developer that whenever, in the opinion of the City Engineer, Developer shall have completed the work covered by this Agreement, in an acceptable manner and in accordance with this Agreement and the plans and specifications incorporated herein, the City Engineer shall make a final inspection of the work and upon completion of it shall certify to the Common Council in writing, as to said completion and that construction has complied with the approved design, plans and specifications and all changes, variations, alterations and modifications thereof, is satisfactory.

The date of said Certificates of Acceptability upon approval by the Common Council shall be date of final acceptance.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 4th day of August, 1981.

STEELE DEVELOPMENT CORPORATION, Developer

Attest:

[Signature]

By [Signature]

CITY OF GREENFIELD

[Signature]

By [Signature]
Francis P. Havey,
Mayor

[Signature]

[Signature]
Henry A. Rajchel
City Clerk

STATE OF WISCONSIN)
MILWAUKEE COUNTY) SS.

Personally came before me this 4th day of August, 1981, the above-named Alden B. Osip and James C. Kuty, to me known to be the President and Vice President, respectively of STEELE DEVELOPMENT CORPORATION, and who executed the foregoing instrument and acknowledged that they executed same as the act and deed of said corporation.

[Signature]
Notary Public
State of Wisconsin
My Commission: 5/8/83

STATE OF WISCONSIN)
MILWAUKEE COUNTY) SS.

Personally came before me this 9th day of October, 1981, Francis P. Havey, Mayor, and Henry A. Rajchel, City Clerk, of the above-named CITY OF GREENFIELD, a municipal corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such Mayor and City Clerk of said municipal corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said municipal corporation, by its authority.

[Signature]
Notary Public
State of Wisconsin
My Commission: 7-8-84

DOC #

5516831 #

NOTICE OF PLANNED UNIT DEVELOPMENT AGREEMENT

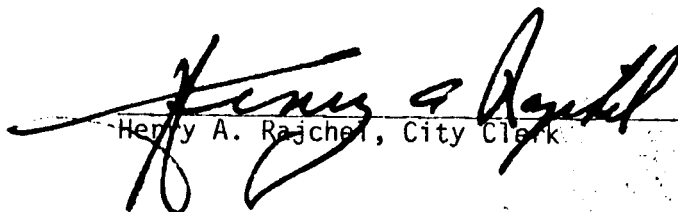
RECORD

2.00

TAKE NOTICE that a Planned Unit Development Agreement for Village Green Condominiums - Phase I, and amendments thereto, affecting the following described lands, to-wit:

Village Green Condominiums - Phase I Planned Development,
C.S.M. #4082, Parcel 1, being a part of the SW 1/4 of Section
22, T6N, R21E, in the City of Greenfield, Milwaukee County,
Wisconsin

are on file in the City Clerk's Office, City Hall, 7325 West Forest Home Avenue, Greenfield, Wisconsin. The agreement above referred affect certain rights and privileges in and to said real estate and should be reviewed and considered by parties who may be interested.

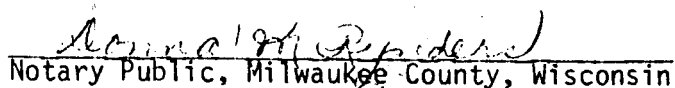

Henry A. Rajchel, City Clerk

STATE OF WISCONSIN)
COUNTY OF MILWAUKEE) SS

Personally came before me, this 15th day of November, 1981, Henry A. Rajchel, City Clerk, of the above named City of Greenfield, a municipal corporation, to me known to be the person who executed the foregoing instrument, and to me known to be such City Clerk, of said municipal corporation, and acknowledged that the executed the foregoing instrument as such officer as the deed of said municipal corporation, by its authority.

REGISTER'S OFFICE) SS
Milwaukee County, Wis.
RECORDED AT 12:40 PM

5516831


Notary Public, Milwaukee County, Wisconsin

DEC 17 1981
REEL 1419 IMAGE 831

My Commission Expires: 3-7-82

REGISTER OF DEEDS

Prepared by R. Daniel Kinnick