



Condominiums

DISCLOSURE MATERIALS

These Disclosure Materials are for Evan's Pond Condominium located at 9380 West Loomis Road, Franklin, Wisconsin 53132. The Declarant is M.A. Jordan, LLC. The business address of the Declarant is 9380 West Loomis Road, Franklin, Wisconsin 53132.

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

2. 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.

3. 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.

INDEX

The disclosure materials the declarant is required by law to provide to each prospective condominium purchaser contains the following documents and exhibits:

1. DECLARATION. The Declaration establishes and describes the condominium, the units and the common areas. The Declaration begins on page 1
2. BYLAWS. The Bylaws contain rules which govern the condominium and affect the rights and responsibilities of unit owners. The Bylaws begin on page 34
3. 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 51
4. MANAGEMENT OR EMPLOYMENT CONTRACTS. There are currently no contracts with individual or private firms for services provided to the condominium.
5. 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 57
6. LEASES. There are no leases of property or facilities which are not part of the condominium.
7. EXPANSION PLANS. The Declarant has reserved the right to expand the condominium in the future. A description of the plans for expansion and its effect on unit owners begins on page 23
8. FLOOR PLAN AND MAP. The seller has provided a floor plan of the unit being offered for sale and a map of the condominium which shows the location of the unit you are considering and all facilities and common elements which are a part of the condominium. The floor plan and map begin on page 22

EIGHTH AMENDED AND RESTATED
CONDOMINIUM DECLARATIONS OF
CONDITIONS, COVENANTS, RESTRICTIONS
AND EASEMENTS

EVAN'S POND CONDOMINIUM

DOC # 11255473

RECORDED

06/10/2022 01:06 PM

ISRAEL RAMON

REGISTER OF DEEDS

Milwaukee County, WI

AMOUNT: 30.00

TRANSFER FEE:

FEE EXEMPT #:

***This document has been
electronically recorded and
returned to the submitter.***

Record this document with the Register
of Deeds

Name and Return Address:

Lydia J. Chartre, Esq.

Husch Blackwell LLP

511 North Broadway,

Suite 1100

Milwaukee, WI 53202

(See Exhibit B for Parcel
Numbers)

Parcel Identification Number

THIS INSTRUMENT DRAFTED BY:
LYDIA J. CHARTRE

JHB: 4871-1459-4851.1

**EIGHTH AMENDED AND RESTATED CONDOMINIUM DECLARATIONS
OF
CONDITIONS, COVENANTS, RESTRICTIONS AND EASEMENTS
FOR
EVAN'S POND CONDOMINIUM**

Evan's Pond Condominium (the "Condominium") was created by a Declaration, recorded in the office of Register of Deeds for Milwaukee County on February 22, 1995 as Document No. 7055739, as amended on April 7, 1995 as Document No. 7069649, as further amended on August 29, 1996 as Document No. 7259731; as further amended on September 19, 1996 as Document No. 7266597, as further amended on December 23, 1996 as Document No. 7305982, as further amended on July 15, 1998 as Document No. 7564968, as further amended on September 11, 2000 as Document No. 7959027, as further amended on January 9, 2007 as Document No. 9366030 (as amended, the "Declaration").

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 by this Declaration.

WHEREAS, the Declaration contains portions which have become obsolete due to changes in the law, the turnover of control from Declarant to the Evan's Pond Condominium Association, Inc. (the "Association"), and changes in common practice over the years;

WHEREAS, the Association desires to clarify and update the provisions of this Declaration through this Restatement, so that its covenants, as restated, will continue to run with the land and shall be binding on all subsequent owners and occupants of all or any part of the Condominium; and

WHEREAS, the real property (the "Property") subject to this Declaration is as described on Exhibit A appended hereto, and the addresses of the units that comprise the Condominium are as described on Exhibit B appended hereto;

NOW THEREFORE, the Association, pursuant to Chapter 703 of the Wisconsin Statutes, the Condominium Ownership Act, as the same may be amended, renumbered or renamed from time to time (the "Act"), hereby amends and restates its Declaration as follows.

2. LEGAL DESCRIPTION AND NAME

2.1 LEGAL DESCRIPTION. The real estate described on Exhibit A attached hereto is subject to the provisions of this Declaration.

2.2 NAME. The aforesaid real estate and all buildings and improvements thereon is known as Evan's Pond Condominium.

3. DESCRIPTION AND LOCATION OF BUILDINGS

There are fourteen (14) buildings on the real estate described in Section 2.1 above which shall contain a total of one hundred five (105) living units.

One (1) building (Building 9) contains one (1) living unit and is a two-story single-family-dwelling with a two and one-half (2 1/2) car detached garage unit.

Seven (7) buildings (Buildings 3, 6, 8, 10, 12, 13 and 14) shall be two (2) stories in height with four (4) living units on each floor with each unit having an attached garage which may accommodate one (1) or two (2) automobiles.

Five (5) buildings (Buildings 1, 4, 5, 7 and 11) are two (2) stories in height with four (4) living units on each floor. In addition, the buildings provide an underground parking area with each unit being assigned two (2) parking stalls.

One (1) building (Building 2) is two (2) stories in height with four (4) living units on each floor. In addition, the building provides an underground parking area with each unit being assigned one (1) or two (2) parking stalls.

The buildings are located on the real estate as indicated in the Condominium Plat attached to the original Declaration, as amended.

4. NUMBER AND IDENTIFICATION OF UNITS

4.1 NUMBER. There is a total of one hundred five (105) condominium units in Evan's Pond Condominium.

4.2 IDENTIFICATION. 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 perimeter walls, floors, ceilings, windows, window frames, doors and door frames of the buildings, as said boundaries are shown on the Plat, together with all fixtures and improvements therein contained. Each unit may also consist of one (1) or more garage units which are intended for individual private use comprised of one (1) or more cubicles of air having outer boundaries formed by the interior surfaces of the perimeter walls, floors, ceilings, windows, window frames, doors and door frames, of the building, as said perimeters are shown on the Condominium Plat, together with all fixtures and improvements therein contained. A living unit and garage unit(s) may not be separated. Some units may consist of a parking stall which is intended for individual, private use comprised of one (1) or more cubicles of air having boundaries formed by the interior surface of the perimeter floor together with a vertical plane perpendicular to the floor originating with the lines designating the stall as shown on the Plat attached hereto. The ceiling of the cubicle of air shall be nine (9) feet above the designated floor to the point of interception with the vertical planes.

The units are designated by identifying numbers, and their location, 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 Plat. The post office addresses of the Buildings are as follows:

Building 1 – 9302 West Loomis Road, Franklin, Wisconsin 53132
Building 2 – 9312 West Loomis Road, Franklin, Wisconsin 53132
Building 3 – 9322 West Loomis Road, Franklin, Wisconsin 53132
Building 4 – 9332 West Loomis Road, Franklin, Wisconsin 53132
Building 5 – 9342 West Loomis Road, Franklin, Wisconsin 53132
Building 6 – 9354 West Loomis Road, Franklin, Wisconsin 53132
Building 7 – 9364 West Loomis Road, Franklin, Wisconsin 53132
Building 8 – 9374 West Loomis Road, Franklin, Wisconsin 53132
Building 9 – 9380 West Loomis Road, Franklin, Wisconsin 53132
Building 10 – 9390 West Loomis Road, Franklin, Wisconsin 53132
Building 11 – 9410 West Loomis Road, Franklin, Wisconsin 53132
Building 12 – 9420 West Loomis Road, Franklin, Wisconsin 53132
Building 13 – 9436 West Loomis Road, Franklin, Wisconsin 53132
Building 14 – 9448 West Loomis Road, Franklin, Wisconsin 53132

5. COMMON ELEMENTS AND FACILITIES

The common elements and facilities shall consist of all of Evan's Pond Condominium, improvements and appurtenances, except the individual units as defined hereunder, including without limitation: the land on which the building or buildings are located; bearing walls, floors and ceilings (except the drywall and interior surfaces thereof, which form the outer boundaries of each unit), roofs, foundations, entrances and exits, pipes, ducts, electrical wiring and conduits, centralized utility services, public utility lines, water and sewer laterals, outside-walls, girders, beams and support, structural parts of the building, and the walks, driveways and landscaping. In addition, all garage doors shall be common elements.

Each unit owner shall have a valid, exclusive easement to the space between the interior and exterior walls 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 or the soundproofing of common walls between the units, 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.

6. LIMITED COMMON ELEMENTS

6.1 DESCRIPTION. A portion of the common elements and facilities are designated as "Limited Common Elements" as shown on the Plat. Such Limited Common Elements consist of patios, balconies and parking areas as are identified on the Plat. Such Limited Common Elements shall be reserved for the exclusive use of the owner occupant of the unit to which they are appurtenant.

6.2 PARKING. Outdoor parking spaces shall be available for the exclusive use of unit owners and their visitors as shown on the Plat. On buildings not served by underground parking, unit owners may park automobiles on the driveway approach to their respective garage unit. At no time shall a unit owner allow boats, trucks, motor homes, recreational vehicles or trailers to be parked overnight in such assigned parking space without first obtaining the written consent of the Association.

6.3 SATELLITE DISH. Satellite dishes may be placed upon the Limited Common Elements in a manner consistent with the Rules and Regulations.

6.4 USE. The manner of use of the Limited Common Elements shall be governed by the Bylaws of, and such rules and regulations as they be established by, the Association of Unit Owners, and no unit owner shall decorate, landscape or adorn any Limited Common Elements, or permit such, in any manner contrary to such Bylaws and rules and regulations.

7. PERCENTAGE OF OWNERSHIP IN COMMON ELEMENTS AND FACILITIES

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 in 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 right 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 appertaining to each unit and its owner shall be as follows:

Building 1, Unit 1	0.9466%
Building 1, Unit 2	0.9668%
Building 1, Unit 3	0.9869%
Building 1, Unit 4	0.9466%
Building 1, Unit 5	0.9466%
Building 1, Unit 6	0.9668%
Building 1, Unit 7	0.9869%
Building 1, Unit 8	0.9466%
Building 1, Garage 9	0.0519%
Building 1, Garage 10	0.0519%
Building 1, Garage 11	0.0519%
Building 1, Garage 12	0.0519%
Building 1, Garage 13	0.0519%
Building 2, Unit 1	0.9264%
Building 2, Unit 2	0.9466%
Building 2, Unit 3	0.9970%
Building 2, Unit 4	0.9264%
Building 2, Unit 5	0.9264%
Building 2, Unit 6	0.9970%
Building 2, Unit 7	0.9768%

Building 2, Unit 8	0.9264%
Building 2, Garage 9	0.0202%
Building 2, Garage 10	0.0202%
Building 2, Garage 11	0.0202%
Building 2, Garage 12	0.0202%
Building 2, Garage 13	0.0202%
Building 3, Unit 1	0.9265%
Building 3, Unit 2	0.9063%
Building 3, Unit 3	0.9698%
Building 3, Unit 4	0.9264%
Building 3, Unit 5	0.9265%
Building 3, Unit 6	0.9698%
Building 3, Unit 7	0.9063%
Building 3, Unit 8	0.9567%
Building 4, Unit 1	0.9466%
Building 4, Unit 2	0.9970%
Building 4, Unit 3	1.0171%
Building 4, Unit 4	0.9466%
Building 4, Unit 5	0.9466%
Building 4, Unit 6	0.9668%
Building 4, Unit 7	1.0171%
Building 4, Unit 8	0.9466%
Building 5, Unit 1	0.9466%
Building 5, Unit 2	0.9668%
Building 5, Unit 3	0.9869%
Building 5, Unit 4	0.9466%
Building 5, Unit 5	0.9466%
Building 5, Unit 6	0.9668%
Building 5, Unit 7	0.9869%
Building 5, Unit 8	0.9466%
Building 6, Unit 1	0.9264%
Building 6, Unit 2	0.9063%
Building 6, Unit 3	0.9698%
Building 6, Unit 4	0.9567%
Building 6, Unit 5	0.9567%
Building 6, Unit 6	0.9395%
Building 6, Unit 7	0.9365%
Building 6, Unit 8	0.9567%
Building 7, Unit 1	0.9466%
Building 7, Unit 2	0.9869%
Building 7, Unit 3	0.9970%

Building 7, Unit 4	0.9466%
Building 7, Unit 5	0.9466%
Building 7, Unit 6	0.9668%
Building 7, Unit 7	1.0171%
Building 7, Unit 8	0.9768%

Building 8, Unit 1	0.9264%
Building 8, Unit 2	0.9365%
Building 8, Unit 3	0.9395%
Building 8, Unit 4	0.9265%
Building 8, Unit 5	0.9264%
Building 8, Unit 6	0.9698%
Building 8, Unit 7	0.9063%
Building 8, Unit 8	0.9567%

Building 9	1.2399%
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Building 10, Unit 1	0.9264%
Building 10, Unit 2	0.9063%
Building 10, Unit 3	0.9395%
Building 10, Unit 4	0.9567%
Building 10, Unit 5	0.9264%
Building 10, Unit 6	0.9395%
Building 10, Unit 7	0.9365%
Building 10, Unit 8	0.9567%

Building 11, Unit 1	0.9466%
Building 11, Unit 2	1.0171%
Building 11, Unit 3	0.9970%
Building 11, Unit 4	0.9466%
Building 11, Unit 5	0.9466%
Building 11, Unit 6	0.9668%
Building 11, Unit 7	0.9869%
Building 11, Unit 8	0.9466%

Building 12, Unit 1	0.9264%
Building 12, Unit 2	0.9063%
Building 12, Unit 3	0.9395%
Building 12, Unit 4	0.9264%
Building 12, Unit 5	0.9264%
Building 12, Unit 6	0.9395%
Building 12, Unit 7	0.9063%
Building 12, Unit 8	0.9264%

Building 13, Unit 1	0.9264%
Building 13, Unit 2	0.9063%

Building 13, Unit 3	0.9395%
Building 13, Unit 4	0.9264%
Building 13, Unit 5	0.9567%
Building 13, Unit 6	0.9698%
Building 13, Unit 7	0.9063%
Building 13, Unit 8	0.9264%
Building 14, Unit 1	0.9264%
Building 14, Unit 2	0.9063%
Building 14, Unit 3	0.9395%
Building 14, Unit 4	0.9264%
Building 14, Unit 5	0.9567%
Building 14, Unit 6	0.9698%
Building 14, Unit 7	0.9063%
Building 14, Unit 8	0.9264%

In the event of partial or complete destruction, a partition action, or payment of insurance proceeds as a result of a partial or complete destruction, any surpluses or expenses shall be shared among the unit owners in accordance with the percentage of the unit ownership of the common elements as set forth above.

All other terms and conditions of the Condominium Declaration of Conditions, Covenants, Restrictions and Easements for Evan's Pond Condominium, as modified by this Amendment, shall be in full force and effect.

8. RESIDENTIAL PURPOSE

All buildings and the units therein contained are intended for and restricted exclusively to residential use as governed by the terms and conditions contained herein and the Bylaws of the Association.

9. ASSOCIATION OF UNIT OWNERS

9.1 DUTIES AND OBLIGATIONS. All Unit Owners shall be entitled and required to be a member of the Association of Unit Owners to be known as Evan's Pond Condominium Association, Inc., (hereinafter "Association"). The affairs of the Association shall be managed by a Board of Directors (the "Board of Directors") consisting of such number of persons as provided in the Bylaws of the Association. The Association may be incorporated as a non-stock 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 Bylaws and rules and regulations of the Association.

9.2 VOTING RIGHTS.

The members of the Association shall be all unit owners, and shall have one vote for each unit owned.

The respective rights and qualifications of the members and the election of directors shall be as set forth in the Bylaws of the Association.

9.3 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 lighting, heating, water, trash collection, sewer service and such other common services as may be required for each unit.

9.4 CONDOMINIUM DOCUMENTATION. The Association shall be required to make available to unit owners, lenders and the holders and insurers of the first mortgage on any unit, current copies of the Declaration, Bylaws and other rules governing the Condominium, and other books, records and financial statements of the Association. The Association shall be required to make available to prospective purchasers current copies of the Declaration, Bylaws, and other rules governing the Condominium, and the most recent annual audited financial statement, if such is prepared. Upon written request from any of the agencies or corporations which has an interest or prospective interest in the Condominium, the Association shall be required to prepare and furnish within a reasonable time a financial statement of the Association for the immediately preceding fiscal year.

9.5 TRANSFER FEE. Each time ownership of a Unit is transferred from one party to another, in whole or in part, including by purchase, sale, foreclosure, tax foreclosure, or the taking of a deed in lieu of foreclosure, the transferee of the Unit shall pay a unit transfer fee to the Association in an amount equal to two months' installment for Association dues for such Unit under the budget then in effect. Each transfer fee payment shall be deposited by the Association into the reserve fund. Notwithstanding anything herein to the contrary, the following transfers are exempt from paying the fee:

- (1) When the transfer is to or from a trust where the sole beneficiary is the donor and Owner;
- (2) When the transfer is solely between spouses and/or domestic partners;
- (3) When the transfer is solely between a parent and his, her or their child; and
- (4) When the transfer is to or from the Association.

10. REPAIRS AND MAINTENANCE

10.1 COMMON ELEMENTS AND FACILITIES. The Association shall be responsible for the management and control of the common elements and facilities and shall cause the same to be kept in good, clean, attractive and sanitary conditions, order and repair. Without in any way limiting the foregoing, this shall include all painting, repairing and decorating of exteriors (except as set forth in Section 10.2 below), maintenance and repair of walks, drives, parking areas and access routes, and maintenance of all grounds and landscaping.

10.2 INDIVIDUAL UNITS AND LIMITED COMMON ELEMENTS. 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 decorating, painting and varnishing which may at any time be necessary to maintain the good appearance and condition of his unit. 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 drywall, windows, window frames, doors, and door frames (but not garage doors, which shall be common elements), lighting fixtures, refrigerators, air-conditioning equipment, furnaces or heating equipment, dishwashers, disposal, laundry equipment such as washers and dryers, ranges, or other equipment which may be in, or connect with, the unit. Each unit owner shall keep the limited common elements appurtenant to his unit, as defined in Section 6 hereof and as described on the Plat in a good, clean, sanitary and attractive condition. Any maintenance, repair, or replacement of any item included within the Unit listed herein that is visible from the exterior must be approved in writing in advance by the Board of Directors to ensure continuity and uniformity of the exterior appearance of the Buildings.

10.3 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. A unit owner shall not perform, or allow to be performed, any act or work which would 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.

10.4 ENTRY FOR REPAIRS. The Association shall have an irrevocable right and easement to enter any unit at reasonable times and under reasonable conditions when necessary to make repairs to units and common elements when the repairs reasonably appear necessary for public safety or to prevent damage to other portions of the condominium. The Association shall make a reasonable effort to give prior notice to the owners, except in cases involving manifest danger to public safety or property, and with as little inconvenience to the owners as practical, and any damage caused thereby shall be repaired by the Association and be treated as a common expense. No entry by the Association for the purposes specified in this paragraph may be considered a trespass.

11. UNIT OWNER'S RIGHTS WITH RESPECT TO INTERIORS

Each unit owner shall have the exclusive right, subject to any applicable Rules and Regulations, to paint, repaint, tile, panel, paper or otherwise refurnish 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, provided that such unit owner shall take no action which in any way will materially change any common walls.

12. RESTRICTION ON USE AND OCCUPANCY

A. The units at the condominium are restricted exclusively to residential use. Occupancy of a unit shall only be by the Owner thereof and no rental, lease or other occupancy of the unit shall be allowed, subject only to the following exceptions:

1. The Unit Owner's immediate family members, which is herein defined as a parent, child, spouse, domestic partner, sibling, grandparent, grandchild, uncle, aunt, niece, nephew, great-uncle, great-aunt, great-nephew, great-niece, first cousin, or second cousin by blood, marriage, or adoption and includes half and step relatives, may occupy the unit.

2. One adult guest of the Owner is allowed, provided that the Owner resides in the unit simultaneously with the guest.

3. A trustee, or other such fiduciary, if the occupant of the unit is a beneficiary of the fiduciary entity.

4. Mortgagees of the unit, or the Association, where the unit is acquired by foreclosure of the mortgagee's or Association's interest, either judicially or by accepting a deed in lieu of foreclosure.

5. Special Hardship Exception The Board of Directors shall have the authority to waive the requirements of this section upon request of a Unit Owner if it determines that enforcement thereof in the particular circumstances would result in an unreasonable hardship upon the Unit Owner, and that the exception would not jeopardize the interest of the Association in promoting owner-occupancy of units. If any Unit Owner shall desire to lease to, or cause a Unit to be occupied by a person other than an immediate family member pursuant to this hardship exception, said lease or occupancy shall require the approval of the Board of Directors, or at the Directors' discretion, a committee appointed by the Board of Directors, and further provided that said lease or occupancy shall be limited to a certain duration not to exceed twelve months Any application for an exception must be in writing and give the reasons for requesting the exception. The Board or the committee shall convene a meeting within 30 days after receipt of notice, advising the Unit Owner of the time and place of a meeting and giving the Unit Owner an opportunity to appear. The Board or committee shall make a decision as to whether or not to grant the hardship exception within seven days of said meeting and the reasons shall be briefly stated in writing The decision shall be binding on the Association and the parties.

B. No Unit Owner shall be permitted to lease a unit pursuant to this section unless and until the unit Owner shall pay the Board of Directors, on behalf of the Association, all unpaid common charges theretofore assessed against that unit and until the Unit Owner shall have satisfied all unpaid liens against that unit, except permitted mortgages, unless the Board of Directors shall specifically find that arrangements for payment have been made, including, if appropriate, an assignment of rents subordinate to any rights of any mortgagee.

C. In the event of occupancy, rental or lease, permitted or otherwise, the tenant is liable for any violation or failure to comply with the declaration, bylaws, or association rules, which results in a charge, fine or assessment imposed by the association pursuant to the declaration, bylaws or association rules. Any such violation or failure to comply with the declaration, bylaws, or association rules shall constitute a breach of the lease If the association imposes a charge, fine or assessment as the result of a violation by the tenant, the Association shall provide both the tenant and

the Unit Owner with notice of same, pursuant to Wis. Stat. § 704.21(2)(a) to (e), or as Wisconsin law may otherwise provide for service of notice upon a landlord or a tenant, and include:

1. The amount of charges, fines or assessments for which the tenant is liable, and
2. Notice that if the tenant fails to pay the association the amount for which the tenant is liable within 30 days after the tenant receives the notice, the Owner is liable to the association for the amount unpaid by the tenant although the tenant may be liable to the Unit Owner for any amounts the Unit Owner pays.

Thereafter, if the tenant fails to pay the charge, fine, or assessment within 30 days of receiving the notice, the Unit Owner shall be liable for amounts not paid by tenant. Said Unit Owner covenants and agrees that in the event of a violation of the Declaration, bylaws or rules of the condominium which results in a breach of the lease, the Association may stand in the shoes of the Owner for the purpose of taking legal action against the tenant to restrain or to evict said tenant according to law, provided that the Owner shall first be given a reasonable opportunity to correct said violation. The Owner shall provide the Association with a written lease between the Owner and the tenant within five (5) business days of entering or renewing same. The lease must contain the following language:

“Tenants have been advised of the Declaration, bylaws, and rules and regulations of the condominium and have been given a copy of same. A violation of any of these documents shall be construed as a violation of this lease.”

D. Any violation of this Article concerning non-owner-occupied units shall result in a daily fine to the Unit Owner as set forth in the Rules and Regulations and said Unit Owner shall be responsible for the reasonable and actual attorney fees and other costs incurred by the Association in connection with enforcing this section.

E. Every Unit Owner assigns all rents and profits from any lease, permitted or not, to the Association for the purpose of reimbursing the Association for overdue assessments, special or ordinary fines, levied by the Association against the unit or the Unit Owner, provided that in the event of conflict, said assignment shall be subordinate to any assignment to a mortgagee of the unit.

13. DESTRUCTION AND RECONSTRUCTION

In the event of a partial or total destruction affecting one or more of the units of a building or buildings, the Association shall promptly undertake to repair or reconstruct it to a condition compatible with the remainder of the condominium. On reconstruction the design, plan and specifications of any building or unit may vary from that of the original upon the approval of the Association, provided, however, that the number of square feet of any unit may not vary 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.

If a condominium is damaged to an extent more than the available insurance proceeds, the condominium shall be subject to an action for partition upon obtaining the written consent of the unit

owners having seventy-five percent (75%) or more of the votes. A determination as to whether or not to reconstruct and repair the damaged premises or to subject the condominium to an action for partition shall be made within ninety (90) days from the date of the fire, casualty or disaster. In the case of partition, the net proceeds of sale together with any net proceeds of insurance shall be considered as one fund and shall be divided among all unit owners in proportion to the percentage interest in the common elements, and shall be distributed in accordance with the priority of interest in each unit.

If the insurance proceeds are insufficient to reconstruct or repair the damaged premises and the necessary seventy-five percent (75%) or more of the votes necessary to subject the condominium to an action for partition are not obtained, then the damaged premises shall be reconstructed and repaired by the Association with the insurance proceeds, and the owners of units shall be assessed for the deficiency in accordance with the percentage of ownership in the common elements.

14. INSURANCE

The Board of Directors of the Association shall obtain, to the extent available in the normal commercial marketplace, broad form insurance against loss by fire and against loss by lightning, windstorm, hail, snow storm and other risks normally included within risk of loss extended coverage, including vandalism and malicious mischief, insuring all Common Elements, Units and Unit upgrades or betterments, together with all service machinery appurtenant thereto, as well as all personal property belonging to the association, but excluding any Unit Owner personal property, in an amount equal to the full replacement value, with code upgrades, without deduction for depreciation. Premiums shall be a common expense. To the extent possible, the insurance shall provide that the insurer waives its right 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 Board of Directors shall obtain a third-party insurance appraisal, to be updated at least every 5 years, to determine the full replacement value of the Property insured.

In the event of partial or total destruction of a building or buildings and it is determined to repair or reconstruct such building or buildings in accordance with Section 13 hereof, the proceeds of such insurance shall be paid to the Association to be applied to the cost thereof and the unit owners and mortgagees shall not be entitled to receive payment of any portion of insurance proceeds. If it is determined, not to reconstruct or repair or the Court has ordered partition of the condominium property, then the proceeds shall be distributed to the unit owners and their mortgagees, if any, as their respective interest may appear in the manner provided by the Act. If after the common elements have been completely repaired or restored and there is a surplus of insurance proceeds, then the surplus shall be considered a common surplus and may, at the direction of the Board of Directors, be distributed to the unit owners and their mortgagees, if any, in accordance with the percentage of ownership in the common elements.

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 such policies for his additional protection. Copies of all such policies shall be provided to each mortgagee by the respective unit owner. In any event, the Unit Owners shall be responsible for and shall obtain insurance coverage for the personal property within the Unit, and also for coverage for Building/Additions and Alterations/Improvements and Betterments (Coverage A), and loss assessment coverage, at a minimum limit of the Association's master policy deductible. In addition to the insurance required above, the Board shall obtain, to the extent available in the normal commercial marketplace, with the costs thereof to be borne as a Common Expense:

- (A) Worker's compensation insurance;
- (B) Liability insurance providing coverage in an amount not less than two million dollars (\$2,000,000) per occurrence for injury, including death, and property damage covering the Association, the Board of Directors, officers, and all agents and employees of the Association, and all Unit Owners and other persons entitled to occupy any Unit or other portion of the Property;
- (C) Directors and Officers Insurance covering the officers, directors, property managers and volunteers;
- (D) Fidelity insurance covering officers, directors, property managers, employees, and other persons who handle or are responsible for handling Association funds. Such insurance shall be in an amount at least equal to no less than three (3) months' operating expenses plus reserves on hand as of the beginning of the fiscal year and shall contain waivers of any defense based upon the exclusion of persons serving without compensation; and

In addition to the insurance required above, the Board of Directors may obtain such other insurance, including cyber or automobile insurance, as it deems necessary.

Insurance Deductible. In the event of any insured loss on the Association's master insurance policy, the Association's deductible shall be the responsibility of the person or entity (including the Association) who would be responsible for such damage under the Condominium Documents, in the absence of insurance. If the cause of loss originates within a Unit, the Unit Owner is responsible for the damage costs up to the Association's master insurance policy deductible. If the cause of the loss originates in more than one Unit or a Unit and the Common Elements, the responsibility for paying the Association's deductible shall be equitably apportioned by the Board in its sole discretion among the Unit(s) and/or Common Elements where the loss originated.

15. 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, and the common services provided to the unit owners, including municipal water and sewer service, shall be paid for by the Association. The Association shall make assessments against the unit owners, as well as the units themselves for such common expenses and for the creation of reserves for the payment of future common expenses with each unit sharing a one/one- hundred fifth(1/105th) share of said assessments.

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 other common or limited common elements and facilities or services or by the abandonment of his unit.

A unit owner shall be liable for all assessments, or installments thereof, coming due while owning a unit. In a voluntary grant, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor for his or her share of the common expenses up to the time of the voluntary grant for which a statement of condominium lien is recorded, without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee for such assessments.

All common expenses and assessments, when due, shall immediately become a personal debt of the unit owner and also a lien against the unit to which the charges are assessed, until paid, if a statement of lien is filed within two years after the date the assessment becomes due. The lien is effective against a unit at the time the assessment became due regardless of when within the two year period it is filed, and shall include all assessments, late fees, interest, and attorneys' fees and costs associated with collection of the delinquent balance.

All sums assessed by an association but unpaid for the share of the common expenses chargeable to any unit constitutes a lien on the unit and on the undivided interest in the common elements appurtenant thereto prior to all other liens except those as may be identified in the Act.

16. PARTITION OF COMMON ELEMENTS PROHIBITED

Except as provided herein, there shall be no partition of the common elements and facilities and limited common elements through judicial proceedings or otherwise until this agreement 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 units as between such co-owners. Ownership shall be limited to 4 or fewer co-owners as tenants in common or as joint tenants.

17. CONVEYANCE TO INCLUDE INTEREST 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.

18. EASEMENTS, RESERVATIONS AND ENCROACHMENTS

18.1 UTILITIES. Easements are hereby declared and granted for the benefit of the unit owners and the Association for utility purposes, including the right to install, lay, maintain, repair and replace water mains and pipes, heating ducts and piping, sewer lines, gas mains, telephone wires and equipment, master television antenna system wires and equipment, cable television equipment, and electrical conduits and wires and equipment, including power transformers, over, under, along and on any part of the common elements and facilities.

18.2 PERMITS, LICENSES AND EASEMENTS. The Association shall have the right to grant permits, licenses and easements over the common elements for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance or operation of the property.

18.3 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; 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 encroachments occurred due to the willful conduct of said owner or owners.

18.4 BINDING EFFECT. All easements and rights described herein 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, executors, administrators, successors and assigns. The Association shall have the authority to execute all documents necessary to carry out the intent of this Section 18.

19. 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.

20. AMENDMENTS TO DECLARATION

Except as otherwise provided by the Act, this declaration may be amended with the written consent of sixty-six and two-thirds percent (66 2/3%) of the unit owners and mortgagees. Consent of

both the unit owner and the mortgagee, to the extent the same is set forth in the Act, is required in meeting the requisite sixty-six and two-thirds percent (66 2/3%) approval. 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.

21. VOLUNTARY TERMINATION OF CONDOMINIUM

Upon the written consent of all unit owners, all or any part of the property may be removed from the provisions of the Act by an instrument to that effect, duly recorded with the Register of Deeds for Milwaukee County, provided that the holders of all liens affecting any of the units consent thereto or agree, in either case by instrument duly recorded with the Register of Deeds of Milwaukee County, that their liens be transferred to the percentage of the undivided interest of the unit owner in the property. Upon removal of any property from the act, the property shall be deemed to be owned in common by the unit owners. The undivided interest in the property owned in common which appertains to each unit owner shall be the percentage of undivided interest previously owned by the owner in the common elements.

22. NOTICES

22.1 NOTICES TO UNIT OWNERS. All notice and other documents required to be given by this Declaration or the Bylaws 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. All owners shall provide the Secretary of the Association with an address for the mailing, emailing, 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 or electronically to such address as is on file with him.

22.2 NOTICES TO FIRST LIEN HOLDERS. A holder, insurer or guarantor of a first mortgage, upon written request to the Association will be entitled to timely written notice of:

- A. Any proposed amendment of the Condominium Declaration affecting a change in (1) the boundaries of any unit or the exclusive easement rights appertaining thereto, (2) the interest in the general or limited common elements appertaining to any unit or the liability for common expenses appertaining thereto, (3) the number of votes in the Association appertaining to any unit, or (4) the purposes to which any unit or the common elements are restricted;
- B. Any proposed termination of the Condominium regime;
- C. Any condemnation loss or any casualty loss which affects a material portion of the Condominium or which affects any unit on which there is a first mortgage held, insured or guaranteed by such eligible holder;
- D. Any delinquency in the payment of assessments or charges owned by an owner or a unit subject to the mortgage of such eligible holder, insurer or

guarantor, where such delinquency has continued for a period of sixty (60) days;

- E. Any lapse, cancellation or material modification of any insurance policy maintained by the Association.

23. FURTHER MATTERS

All present and future owners of units, tenants of such owners and any other occupants of units, employees of owners, or any other persons that in any manner use or come upon the condominium or any part thereof shall be subject to and shall comply with the provisions of this Declaration, the Articles of Incorporation of the Association, and the Bylaws and rules and regulations adopted pursuant thereto, as these instruments may be amended from time to time. The acceptance of a deed or conveyance, or the entering into of a lease, or the entering into of occupancy of any unit shall constitute an acceptance of the provisions of such instruments, as they may be amended from time to time, by such owner, tenant or occupant. The provisions contained in such instrument shall be covenants running with the land and shall bind any person having at any time any interest or estate in such unit, as though such provisions were recited and fully stipulated in each deed, conveyance or lease thereof. The enforcement thereof may be by such judicial proceedings as the Board of Directors of the Association may deem appropriate, as well as by the provisions of the Condominium Ownership Act.

24. SERVICE OF PROCESS

The person to receive service of process shall be the registered agent of the Association as set forth on file with the Wisconsin Department of Financial Institutions. At the time of recording this amendment and restated Declaration, the registered agent is Prospect Management LLC, 224 N. 76th Street, Milwaukee, WI 53213.

25. 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.

26. 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.

27. 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 provisions or of any other provision hereof.

28. CONFLICTS IN PROVISIONS

If there is any conflict between any provision and this Declaration and the provisions of the Condominium Plat or any provisions of the Bylaws, the provisions of this Declaration shall control. If there is any conflict between any provisions of any condominium instruments and any provisions of any Bylaws, the provisions of the condominium instruments shall control. If there is any conflict between any provisions of any condominium instruments or any provisions of any Bylaws and any provisions of Wisconsin Statutes Chapter 703, the provisions of Wisconsin Statutes Chapter 703 shall control.

This Eighth Amended and Restated Declaration complies with the requirements of the Declaration and the applicable law, Wis. Stat. §703.09(2), in that it has been approved by the written consent of Unit owners with not less than sixty-six and two-thirds percent (66 2/3%) of the Unit Owners in the Association, and such consents have been approved by the mortgagees or holders of equivalent security interest in the Units to the extent required by the Act.

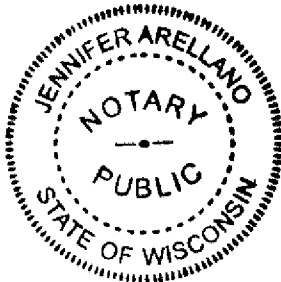
IN WITNESS WHEREOF, the Association has executed this Eighth Amended and Restated Declaration of Condominium for Evan's Pond Condominiums this 10 day of JUNE, 2022.

EVAN'S POND CONDOMINIUM
ASSOCIATION, INC., a Wisconsin Non-Stock
Corporation,

By: Frank Hejidak
FRANK HEJDAK, President

STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)

This document was acknowledged before me by Frank Hejidak, as President of Evan's Pond Condominium Association, Inc. on this 10th day of June, 2022.



Jennifer Arellano
Notary Public, State of Wisconsin
Name: Jennifer Arellano
My Commission Expires: 2/23/2026

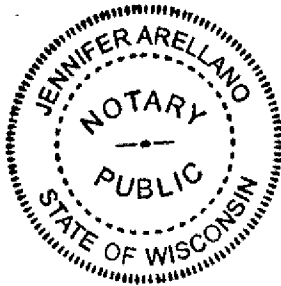
ATTEST:

EVAN'S POND CONDOMINIUM
ASSOCIATION, INC., a Wisconsin Non-Stock
Corporation,

By: Judith R. Salas
JUDITH R. SALAS, Secretary

STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)

This document was acknowledged before me by Judith Salas, as
Secretary of Evan's Pond Condominium Association, Inc. on this 10th day of June,
2022.



Jennifer Arellano
Notary Public, State of Wisconsin
Name: Jennifer Arellano
My Commission Expires: 2/23/2026

EXHIBIT A

Legal Description

Units 1, 2, 3, 4, 5, 6, 7 and 8 in Building 1, Units 1, 2, 3, 4, 5, 6, 7 and 8 in Building 2, Units 1, 2, 3, 4, 5, 6, 7 and 8 in Building 3, Units 1, 2, 3, 4, 5, 6, 7 and 8 in Building 4, Units 1, 2, 3, 4, 5, 6, 7 and 8 in Building 5, Units 1, 2, 3, 4, 5, 6, 7 and 8 in Building 6, Units 1, 2, 3, 4, 5, 6, 7 and 8 in Building 7, Units 1, 2, 3, 4, 5, 6, 7 and 8 in Building 8, Building 9, Units 1, 2, 3, 4, 5, 6, 7 and 8 in Building 10, Units 1, 2, 3, 4, 5, 6, 7 and 8 in Building 11, Units 1, 2, 3, 4, 5, 6, 7 and 8 in Building 12, Units 1, 2, 3, 4, 5, 6, 7 and 8 in Building 13 and Units 1, 2, 3, 4, 5, 6, 7 and 8 in Building 14 in the Evan's Pond Condominium(s) created by a "Declaration of Condominium" recorded on February 22, 1995, in the Office of the Register of Deeds for Milwaukee County, Wisconsin, as Document No. 7055739, and any amendments and/or corrections thereto, and by its Condominium Plat and any amendments and/or corrections thereto. Said land being in the City of Franklin, County of Milwaukee, State of Wisconsin.

EXHIBIT B

Tax Key Numbers

<u>Tax Key</u>	<u>Street Address</u>
8010001000	9302 W. Loomis Road, Unit 1
8010002000	9302 W. Loomis Road, Unit 2
8010003000	9302 W. Loomis Road, Unit 3
8010004000	9302 W. Loomis Road, Unit 4
8010005000	9302 W. Loomis Road, Unit 5
8010006000	9302 W. Loomis Road, Unit 6
8010007000	9302 W. Loomis Road, Unit 7
8010008000	9302 W. Loomis Road, Unit 8
8010009000	9312 W. Loomis Road, Unit 1
8010010000	9312 W. Loomis Road, Unit 2
8010011000	9312 W. Loomis Road, Unit 3
8010012000	9312 W. Loomis Road, Unit 4
8010013000	9312 W. Loomis Road, Unit 5
8010014000	9312 W. Loomis Road, Unit 6
8010015000	9312 W. Loomis Road, Unit 7
8010016000	9312 W. Loomis Road, Unit 8
8010017000	9322 W. Loomis Road, Unit 1
8010018000	9322 W. Loomis Road, Unit 2
8010019000	9322 W. Loomis Road, Unit 3
8010020000	9322 W. Loomis Road, Unit 4
8010021000	9322 W. Loomis Road, Unit 5
8010022000	9322 W. Loomis Road, Unit 6

8010023000	9322 W. Loomis Road, Unit 7
8010024000	9322 W. Loomis Road, Unit 8
8010025000	9374 W. Loomis Road, Unit 1
8010026000	9374 W. Loomis Road, Unit 2
8010027000	9374 W. Loomis Road, Unit 3
8010028000	9374 W. Loomis Road, Unit 4
8010029000	9374 W. Loomis Road, Unit 5
8010030000	9374 W. Loomis Road, Unit 6
8010031000	9374 W. Loomis Road, Unit 7
8010032000	9374 W. Loomis Road, Unit 8
8010033000	9380 W. Loomis Road
8010034000	9390 W. Loomis Road, Unit 1
8010035000	9390 W. Loomis Road, Unit 2
8010036000	9390 W. Loomis Road, Unit 3
8010037000	9390 W. Loomis Road, Unit 4
8010038000	9390 W. Loomis Road, Unit 5
8010039000	9390 W. Loomis Road, Unit 6
8010040000	9390 W. Loomis Road, Unit 7
8010041000	9390 W. Loomis Road, Unit 8
8010042000	9354 W. Loomis Road, Unit 1
8010043000	9354 W. Loomis Road, Unit 2
8010044000	9354 W. Loomis Road, Unit 3
8010045000	9354 W. Loomis Road, Unit 4
8010046000	9354 W. Loomis Road, Unit 5
8010047000	9354 W. Loomis Road, Unit 6

8010048000	9354 W. Loomis Road, Unit 7
8010049000	9354 W. Loomis Road, Unit 8
8010050000	9332 W. Loomis Road, Unit 1
8010051000	9332 W. Loomis Road, Unit 2
8010052000	9332 W. Loomis Road, Unit 3
8010053000	9332 W. Loomis Road, Unit 4
8010054000	9332 W. Loomis Road, Unit 5
8010055000	9332 W. Loomis Road, Unit 6
8010056000	9332 W. Loomis Road, Unit 7
8010057000	9332 W. Loomis Road, Unit 8
8010058000	9364 W. Loomis Road, Unit 1
8010059000	9364 W. Loomis Road, Unit 2
8010060000	9364 W. Loomis Road, Unit 3
8010061000	9364 W. Loomis Road, Unit 4
8010062000	9364 W. Loomis Road, Unit 5
8010063000	9364 W. Loomis Road, Unit 6
8010064000	9364 W. Loomis Road, Unit 7
8010065000	9364 W. Loomis Road, Unit 8
8010066000	9410 W. Loomis Road, Unit 1
8010067000	9410 W. Loomis Road, Unit 2
8010068000	9410 W. Loomis Road, Unit 3
8010069000	9410 W. Loomis Road, Unit 4
8010070000	9410 W. Loomis Road, Unit 5
8010071000	9410 W. Loomis Road, Unit 6
8010072000	9410 W. Loomis Road, Unit 7

8010073000	9410 W. Loomis Road, Unit 8
8010074000	9420 W. Loomis Road, Unit 1
8010075000	9420 W. Loomis Road, Unit 2
8010076000	9420 W. Loomis Road, Unit 3
8010077000	9420 W. Loomis Road, Unit 4
8010078000	9420 W. Loomis Road, Unit 5
8010079000	9420 W. Loomis Road, Unit 6
8010080000	9420 W. Loomis Road, Unit 7
8010081000	9420 W. Loomis Road, Unit 8
8010082000	9436 W. Loomis Road, Unit 1
8010083000	9436 W. Loomis Road, Unit 2
8010084000	9436 W. Loomis Road, Unit 3
8010085000	9436 W. Loomis Road, Unit 4
8010086000	9436 W. Loomis Road, Unit 5
8010087000	9436 W. Loomis Road, Unit 6
8010088000	9436 W. Loomis Road, Unit 7
8010089000	9436 W. Loomis Road, Unit 8
8010090000	9448 W. Loomis Road, Unit 1
8010091000	9448 W. Loomis Road, Unit 2
8010092000	9448 W. Loomis Road, Unit 3
8010093000	9448 W. Loomis Road, Unit 4
8010094000	9448 W. Loomis Road, Unit 5
8010095000	9448 W. Loomis Road, Unit 6
8010096000	9448 W. Loomis Road, Unit 7
8010097000	9448 W. Loomis Road, Unit 8

8010098000	9342 W. Loomis Road, Unit 1
8010099000	9342 W. Loomis Road, Unit 2
8010100000	9342 W. Loomis Road, Unit 3
8010101000	9342 W. Loomis Road, Unit 4
8010102000	9342 W. Loomis Road, Unit 5
8010103000	9342 W. Loomis Road, Unit 6
8010104000	9342 W. Loomis Road, Unit 7
8010105000	9342 W. Loomis Road, Unit 8

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CONDOMINIUM DECLARATIONS
OF
CONDITIONS, COVENANTS, RESTRICTIONS AND EASEMENTS
FOR
EVAN'S POND CONDOMINIUM

This Declaration is made pursuant to the Unit Ownership Act of the State of Wisconsin, Chapter 703 of Wisconsin Statutes, (hereinafter referred to as the "Act") this 30th day of January, 1995, by M.A. Jordan, LLC, by Martin A. Jordan and Loomis Road Limited Partnership by Walton Properties, Inc., Managing Partner, members (hereinafter referred to as "Declarant").

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 by this Declaration.

Declarant hereby declares that it is the sole owner of the real property described in Section 2.1 hereof, together with all buildings and improvements thereon (hereinafter referred to as the "Property") which is hereby submitted to the Condominium form of use and 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 effected 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 hereinafter having any interest in the property. The property, together with all buildings and improvements is hereinafter called the "Condominium".

Declarant intends to construct upon said real estate various buildings, at various locations, in various stages, such as there may be as many as one hundred five (105) residential units in fourteen (14) buildings, together with improvements which may include landscaped areas, driveways, and such other areas, fixtures, and equipment and other facilities related thereto or used in connection therewith, and any subsurface or surface improvements consisting of sanitary sewer, storm sewer, water, electric, telephone and other facilities.

Declarant reserves the right, subject to approval of the City of Franklin, to expand the condominium by subjecting additional

property to the Condominium Declaration. As each additional parcel is subjected to the Condominium Declaration, the percentage of undivided interest in the common elements of the preceding and new property shall be reallocated by the unit owners on the basis of the aggregate undivided interest in the common elements appertaining to the property. The right to expand the condominium is reserved by the Declarant for a period not exceeding ten (10) years from the date of recording of this Declaration. If the Declarant adds additional property to the condominium, the Declarant shall record an amendment to this Declaration showing the new percentage interests of the unit owners and the votes which each unit owner may cast in the condominium as expanded. Upon recording of an amendment to this Declaration each unit owner has the percentage interests in the common elements, liabilities in the common expenses, rights to common surpluses, and shall have the number of votes, set forth in the amendment to this Declaration. Following any expansion, the interest of any mortgagee shall attach to the new percentage interests in the common elements appurtenant to the unit on which it is a lien.

2. LEGAL DESCRIPTION AND NAME

2.1 LEGAL DESCRIPTION. The following described real estate is subject to the provisions of this Declaration:

Being part of Parcel 1, Certified Survey Map No. 6052, also known as:

That part of the SE 1/4 of the NE 1/4 of Section 17, T 5 N, R 21 E, in the City of Franklin, Milwaukee County, Wisconsin, which is bounded and described as follows:

Commencing at the Southeast corner of said 1/4 Section; thence South 88° 13' 54" West along the South line of said 1/4 Section 1322.01 ft. to a point; thence North 00° 26' 37" West along the West line of the SE 1/4 of the NE 1/4 of Section 17 aforesaid 1323.01 ft. to a point; thence North 88° 11' 40" East 229.76 ft. to the point of beginning of the lands herein described; continuing thence North 88° 11' 40" East 551.29 ft. to a point in the Northwestern line of West Loomis Road; thence Southwesterly along the Northwestern line of West Loomis Road 148.35 ft. along the arc of a curve whose center lies to the Southeast whose radius is 2964.79 ft. and whose chord bears South 17° 56' 54" West 148.34 ft. to a point; thence South 16° 30' 53" West along said northwesterly street line 494.23 ft. to a point; thence North 73° 28' 43" West 41.24 ft. to a point; thence South 80° 50' 47" West 69.08 ft. to a point; thence North 60° 47' 12" West 202.25 ft. to a point; thence North 03° 00' 37" East 108.10 ft. to a point; thence North 15° 23' 24" West 98.25 ft. to a point; thence North 38° 45' 48" West 77.13 ft. to a point; thence North 02° 53' 11" West 235.62 ft. to the point of beginning, containing 5.482 acres, more or less.

2.2 NAME. The aforesaid real estate and all buildings and improvements thereon shall be known as Evan's Pond Condominium.

2.3 PARCELS WHICH MAY BE ADDED TO THE CONDOMINIUM.
The real estate which the Declarant reserves the right to submit and subject as additional parcel or parcels of real estate to this condominium are as follows:

Being part of Parcel 1, Certified Survey Map No. 6052, also known as:

That part of the SE 1/4 of the NE 1/4 of Section 17, T 5 N, R 21 E, in the City of Franklin, Milwaukee County, Wisconsin, which is bounded and described as follows:

Commencing at the Southeast corner of said 1/4 Section; thence South 88° 13' 54" West along the South line of said 1/4 Section 1322.01 ft. to a point; thence North 00° 26' 37" West along the West line of the SE 1/4 of the NE 1/4 of Section 17 aforesaid 412.02 ft. to the point of beginning of the lands herein to be described;
continuing thence North 00° 26' 27" West 417.68 ft. to a point; thence North 89° 33' 10" East 306.39 ft. to a point; thence South 60° 47' 12" East 202.25 ft. to a point; thence North 80° 50' 47" East 69.08 ft. to a point; thence South 73° 28' 43" East 41.24 ft. to a point on the northwesterly line of West Loomis Road;
thence South 16° 30' 53" West along the northwesterly line of West Loomis Road 318.40 ft. to a point; thence South 88° 13' 54" West and parallel to the South line of said 1/4 section 497.13 ft. to the point of beginning, containing 4.804 acres, more or less.

AND ALSO:

Being part of Parcel 1, Certified Survey Map No. 6052, also known as:

That part of the SE 1/4 of the NE 1/4 of Section 17, T 5 N, R 21 E, in the City of Franklin, Milwaukee County, Wisconsin, which is bounded and described as follows:

Commencing at the Southeast corner of said 1/4 Section; thence South 88° 13' 54" West along the South line of said 1/4 Section 1322.01 ft. to a point; thence North 00° 26' 37" West along the West line of the SE 1/4 of the NE 1/4 of Section 17 aforesaid 829.70 ft. to the point of beginning of the lands to be described;
continuing thence North 00° 26' 37" West 493.31 ft. to a point; thence North 88° 11' 40" East 229.76 ft. to a point; thence South 02° 53' 11" East 235.62 ft. to a point; thence south

38° 45' 48" East 77.13 ft. to a point; thence South 15' 23' 24" East 98.25 ft. to a point; thence South 03° 00' 37" West 108.10 ft. to a point; thence South 89° 33' 10" West 306.39 ft. to the point of beginning, containing 3.042 acres of land, more or less.

3. DESCRIPTION AND LOCATION OF BUILDINGS

There shall be six (6) buildings on the real estate described in Section 2.1 above which shall contain a total of forty-one (41) living units. One (1) building shall contain one (1) living unit and shall be a two-story single-family dwelling with a two and one-half (2 1/2) car detached garage unit. Three (3) of the buildings shall be two (2) stories in height with four (4) living units on each floor and shall contain a total of eight (8) units each. Six (6) of the units shall have a one (1) car attached garage. Two (2) of the units shall have a two (2) car attached garage. Two (2) of the buildings shall be two (2) stories in height with four (4) living units on each floor and shall contain a total of eight (8) living units each, with each building containing an underground parking area. Each of the eight (8) living units shall be assigned one (1) underground parking stall. Five (5) additional underground parking stalls may be purchased by the unit owners at the option of the Declarant.

The Declarant shall have the right to subject an additional sixty-four (64) units to this Condominium Declaration by constructing an additional eight (8) buildings on the real estate described in Paragraph 2.3.

Enlargement of the condominium is at the discretion of the Declarant and there is no obligation or commitment on the part of the Declarant, nor are unit owners given any rights, to add any property or construct any additional units as a part of the original condominium. The Declarant may develop a portion only and not all of the additional property and units as specified in Paragraph 2.3.

Complete construction details are contained in working plans and drawings available for inspection at the office of the Declarant. The buildings are to be located on the real estate as indicated in the Survey marked Exhibit "A" attached hereto and made a part of this Declaration. The buildings and units are more fully described in the Condominium Plat attached hereto and made a part hereof. Declarant shall have the right to amend this Declaration at its sole discretion for the purpose of recording a plat of survey or plans depicting the lay-out, location, unit numbers and dimensions of the buildings and units as finally located and erected. Declarant reserves the right, subject to approval of the City of Franklin, to change the layout and dimensions of the buildings and units shown in Exhibit "A" which are not presently constructed, provided that such changes will not substantially alter the architectural design, nature and quality of the buildings and units.

4. NUMBER AND IDENTIFICATION OF UNITS

4.1 NUMBER. There shall be a total of forty-one (41) condominium units in Evan's Pond Condominium. There may be as many as one hundred five (105) units in Evan's Pond Condominium.

4.2 IDENTIFICATION. 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, ceilings, windows, window frames, doors and door frames of the buildings, as said boundaries are shown on the building and floor plans attached hereto as Exhibit "A", together with all fixtures and improvements therein contained. Each unit shall also consist of one (1) or more garage units or parking stalls which is intended for individual, private use comprised of one (1) or more cubicles of air having outer boundaries formed by the interior surfaces of the perimeter walls, floors, ceilings, windows, window frames, doors and door frames, of the building, as said boundaries are shown on the Condominium Plat attached hereto as Exhibit "A", together with all fixtures and improvements therein contained. A living unit and garage unit(s) may not be separated.

The units are designated by identifying numbers, and their location, 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 Exhibit "A" attached hereto. The post office addresses of the units are as follows:

Building 1 - 9302 West Loomis Road, Franklin, Wisconsin
53132
Building 2 - 9312 West Loomis Road, Franklin, Wisconsin
53132
Building 3 - 9322 West Loomis Road, Franklin, Wisconsin
53132
Building 8 - 9374 West Loomis Road, Franklin, Wisconsin
53132
Building 9 - 9380 West Loomis Road, Franklin, Wisconsin
53132
Building 10- 9390 West Loomis road, Franklin, Wisconsin
53132

5. COMMON ELEMENTS AND FACILITIES

The common elements and facilities shall consist of all of Evan's Pond Condominium, improvements and appurtenances, except the individual units as defined hereunder, including without limitation: the land on which the building or buildings are located; bearing walls, floors and ceilings (except the interior surfaces

thereof, which form the outer boundaries of each unit), roofs, foundations, entrances and exits, pipes, ducts, electrical wiring and conduits, centralized utility services, public utility lines, water and sewer laterals, outside walls, girders, beams and support, structural parts of the building, and the walks, driveways and landscaping.

Each unit owner shall have a valid, exclusive easement to the space between the interior and exterior walls 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 or the soundproofing of common walls between the units, 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.

6. LIMITED COMMON ELEMENTS

6.1 DESCRIPTION. A portion of the common elements and facilities are designated as "Limited Common Elements" as shown on Exhibit "A". Such Limited Common Elements consist of patios, balconies and parking areas as are identified on Exhibit "A". Such Limited Common Elements shall be reserved for the exclusive use of the owner occupant of the unit to which they are appurtenant, as shown on Exhibit "A".

6.2 PARKING. Outdoor parking spaces shall be available for the exclusive use of unit owners and their visitors as shown on Exhibit "A". On buildings not served by underground parking, unit owners may park automobiles on the driveway approach to their respective garage unit. At no time shall a unit owner allow boats, trucks, motor homes, recreational vehicles or trailers to be parked overnight in such assigned parking space without first obtaining the written consent of the Association.

6.3 SATELLITE DISH. There shall be no television satellite dish of any type placed upon any of the common elements or Limited Common Elements without the prior written consent of the Association and approved by the City of Franklin.

6.4 USE. The manner of use of the Limited Common Elements shall be governed by the Bylaws of, and such rules and regulations as they be established by, the Association of Unit Owners, and no unit owner shall decorate, landscape or adorn any Limited Common Elements, or permit such, in any manner contrary to such Bylaws and rules and regulations.

7. PERCENTAGE OF OWNERSHIP IN COMMON ELEMENTS AND FACILITIES

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 in 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 right 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 appertaining to each unit and its owner shall be as follows:

Building 1, Unit 1	2.3859%
Building 1, Unit 2	2.4378%
Building 1, Unit 3	2.4638%
Building 1, Unit 4	2.3859%
Building 1, Unit 5	2.3859%
Building 1, Unit 6	2.4638%
Building 1, Unit 7	2.4378%
Building 1, Unit 8	2.3859%
Building 1, Garage 9	0.0519%
Building 1, Garage 10	0.0519%
Building 1, Garage 11	0.0519%
Building 1, Garage 12	0.0519%
Building 1, Garage 13	0.0519%
Building 2, Unit 1	2.3859%
Building 2, Unit 2	2.4378%
Building 2, Unit 3	2.4638%
Building 2, Unit 4	2.3859%
Building 2, Unit 5	2.3859%
Building 2, Unit 6	2.4638%
Building 2, Unit 7	2.4378%
Building 2, Unit 8	2.3859%
Building 2, Garage 9	0.0519%
Building 2, Garage 10	0.0519%
Building 2, Garage 11	0.0519%
Building 2, Garage 12	0.0519%
Building 2, Garage 13	0.0519%
Building 3, Unit 1	2.3859%
Building 3, Unit 2	2.3340%
Building 3, Unit 3	2.4196%
Building 3, Unit 4	2.3859%
Building 3, Unit 5	2.3859%
Building 3, Unit 6	2.4196%
Building 3, Unit 7	2.3340%
Building 3, Unit 8	2.3859%

Building 8, Unit 1	2.3859%
Building 8, Unit 2	2.3340%
Building 8, Unit 3	2.4196%
Building 8, Unit 4	2.3859%
Building 8, Unit 5	2.3859%
Building 8, Unit 6	2.4196%
Building 8, Unit 7	2.3340%
Building 8, Unit 8	2.3859%
Building 9	3.6350%
Building 10, Unit 1	2.3859%
Building 10, Unit 2	2.4196%
Building 10, Unit 3	2.3340%
Building 10, Unit 4	2.3859%
Building 10, Unit 5	2.3859%
Building 10, Unit 6	2.3340%
Building 10, Unit 7	2.4196%
Building 10, Unit 8	2.3859%

In the event of partial or complete destruction, a partition action, or payment of insurance proceeds as a result of a partial or complete destruction, any surpluses or expenses shall be shared among the unit owners in accordance with the percentage of the unit ownership of the common elements as set forth above. With each phase of development, the percentage of such undivided interest in the common elements and facilities and Limited Common Elements appertaining to each such unit shall change. Any owner or mortgagee gaining an interest in any unit, prior to completion of all intended phases, consents to the automatic reduction and alteration of this fraction as may be determined, from time to time, using the aforementioned formula.

8. RESIDENTIAL PURPOSE

All buildings and the units therein contained are intended for and restricted exclusively to residential use as governed by the terms and conditions contained herein and the Bylaws of the Association.

9. ASSOCIATION OF UNIT OWNERS

9.1 DUTIES AND OBLIGATIONS. All Unit Owners shall be entitled and required to be a member of the Association of Unit Owners to be known as Evan's Pond Condominium Association, Inc., (hereinafter "Association"). The affairs of

the Association shall be managed by a Board of Directors (the "Board of Directors") consisting of such number of persons as provided in the Bylaws of the Association. The Association may 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 Bylaws and rules and regulations of the Association.

9.2 VOTING RIGHTS. The Association shall have two classes of voting membership as follows:

(1) Class A - Class A members shall be all unit owners, with the initial exception of the Declarant, and shall have one vote for each unit owned;

(2) Class B - Class B members shall be the Declarant and shall be entitled to three (3) votes for each unit owned. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in Class A membership equal or exceed the total votes outstanding in Class B membership, or a date not exceeding three (3) years from conveyance of the first unit to any person other than Declarant, whichever first occurs.

The respective rights and qualifications of the two classes of members and the election of directors shall be as set forth in the Bylaws of the Association.

9.3 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 lighting, heating, water, trash collection, sewer service and such other common services as may be required for each unit.

9.4 CONDOMINIUM DOCUMENTATION. The Association shall be required to make available to unit owners, lenders and the holders and insurers of the first mortgage on any unit, current copies of the Declaration, Bylaws and other rules governing the Condominium, and other books, records and financial statements of the Association. The Association shall be required to make available to prospective purchasers current copies of the Declaration, Bylaws, and other rules governing the Condominium, and the most recent annual audited financial statement, if such is prepared. Upon written request from any of the agencies or corporations which has an interest or

prospective interest in the Condominium, the Association shall be required to prepare and furnish within a reasonable time a financial statement of the Association for the immediately preceding fiscal year.

9.5 INITIAL WORKING CAPITAL FUND. All unit owners shall advance to the Association at the time of conveyance, an amount equal to two (2) months' installments of the regular annual association assessment. Amounts paid pursuant hereto are not to be considered as an advance payment of the monthly assessment.

10. REPAIRS AND MAINTENANCE

10.1 COMMON ELEMENTS AND FACILITIES. The Association shall be responsible for the management and control of the common elements and facilities and shall cause the same to be kept in good, clean, attractive and sanitary conditions, order and repair. Without in any way limiting the foregoing, this shall include all painting, repairing and decorating of exteriors, maintenance and repair of walks, drives, parking areas and access routes, and maintenance of all grounds and landscaping.

10.2 INDIVIDUAL UNITS AND LIMITED COMMON ELEMENTS. 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 decorating, painting and varnishing which may at any time be necessary to maintain the good appearance and condition of his unit. 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 lighting fixtures, refrigerators, air-conditioning equipment, furnaces or heating equipment, dishwashers, disposal, laundry equipment such as washers and dryers, ranges, or other equipment which may be in, or connect with, the unit. Each unit owner shall keep the limited common elements appurtenant to his unit, as defined in Section 6 hereof and as described in Exhibit "A" in a good, clean, sanitary and attractive condition.

10.3 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. A unit owner shall not perform, or allow to be performed, any act or work which would 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.

10.4 ENTRY FOR REPAIRS. The Association shall have an irrevocable right and easement to enter any unit at reasonable times and under reasonable conditions when necessary to make repairs to common elements when the repairs reasonably appear necessary for public safety or to prevent damage to other portions of the condominium. The Association shall make a reasonable effort to give prior notice to the owners, except in cases involving manifest danger to public safety or property, and with as little inconvenience to the owners as practical, and any damage caused thereby shall be repaired by the Association and be treated as a common expense. No entry by the Association for the purposes specified in this paragraph may be considered a trespass.

11. UNIT OWNER'S RIGHTS WITH RESPECT TO INTERIORS

Each unit owner shall have the exclusive right to paint, repaint, tile, panel, paper or otherwise refurnish 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, provided that such unit owner shall take no action which in any way will materially change any common walls.

12. RESTRICTION ON USE AND OCCUPANCY

Each unit shall be occupied and used only for single family private dwelling purposes as provided in the Bylaws of the Association. No trade shall be carried on anywhere within the condominium, except as otherwise provided herein. All leases or rental agreements shall be in writing. The Declarant may lease a unit on such terms and conditions as it desires in its sole discretion; however, no unit may be leased or rented by Declarant for a period of less than thirty (30) days. Unit owners other than Declarant may lease or rent a unit; however, the lease must have a minimum initial term of six (6) months. Any person occupying a unit with the authority of an owner shall comply with all the restrictions, covenants and conditions imposed herein and by the Bylaws of the Association. No rooms in any unit may be rented and no transient tenants may be accommodated.

13. DESTRUCTION AND RECONSTRUCTION

In the event of a partial or total destruction affecting one or more of the units of a building or buildings, the Association shall promptly undertake to repair or reconstruct it to a condition compatible with the remainder of the condominium. On reconstruction the design, plan and specifications of any building or unit may vary from that of the original upon the approval of the Association, provided, however, that the number of square feet of any unit may not vary 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.

If a condominium is damaged to an extent more than the available insurance proceeds, the condominium shall be subject to an action for partition upon obtaining the written consent of the unit owners having seventy-five percent (75%) or more of the votes. A determination as to whether or not to reconstruct and repair the damaged premises or to subject the condominium to an action for partition shall be made within ninety (90) days from the date of the fire, casualty or disaster. In the case of partition, the net proceeds of sale together with any net proceeds of insurance shall be considered as one fund and shall be divided among all unit owners in proportion to the percentage interest in the common elements, and shall be distributed in accordance with the priority of interest in each unit.

If the insurance proceeds are insufficient to reconstruct or repair the damaged premises and the necessary seventy-five percent (75%) or more of the votes necessary to subject the condominium to an action for partition are not obtained, then the damaged premises shall be reconstructed and repaired by the Association with the insurance proceeds, and the owners of units shall be assessed for the deficiency in accordance with the percentage of ownership in the common elements.

14. INSURANCE

The Board of Directors of the Association shall obtain and maintain insurance for the common elements and facilities against loss or damage by fire and such hazards for not less than full replacement value of the property insured. The insurance shall also cover the replacement of interior walls, heating and air conditioning units, electrical wires and conduit, plumbing pipes, and heating and air conditioning duct work in the interior and exterior walls. The insurance shall be obtained in the name of the Association as trustee for each of the unit owners and their respective mortgagees as their interest may appear. Premiums shall be a common expense. To the extent possible, the insurance shall provide that the insurer waives its right 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 it is determined to repair or reconstruct such building or buildings in accordance with Section 13 hereof, the proceeds of such insurance shall be paid to the Association to be applied to the cost thereof and the unit owners and mortgagees shall not be entitled

to receive payment of any portion of insurance proceeds. If it is determined not to reconstruct or repair or the Court has ordered partition of the condominium property, then the proceeds shall be distributed to the unit owners and their mortgagees, if any, as their respective interest may appear in the manner provided by the Act. If after the common elements have been completely repaired or restored and there is a surplus of insurance proceeds, then the surplus shall be considered a common surplus and may, at the direction of the Board of Directors, be distributed to the unit owners and their mortgagees, if any, in accordance with the percentage of ownership in the common elements.

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 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 expense, to provide any additional insurance coverage on his improvements which will duplicate any insurance provided by the Association of Unit Owners. The Board of Directors shall also provide and maintain public liability insurance covering the common elements and facilities and the limited common elements in such amounts as may be determined at the discretion of the Board of Directors from time to time but in any event such coverage shall be for at least \$1,000,000.00 for bodily injury including deaths of persons and property damage arising out of a single occurrence. The Board of Directors may also provide workmen's compensation insurance and fidelity bonds on such officers and employees and in such amounts as is determined by the Board of Directors to be necessary from time to time.

15. 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, and the common services provided to the unit owners, including municipal water and sewer service, shall be paid for by the Association. The Association shall make assessments against the unit owners, as well as the units themselves for such common expenses and for the creation of reserves for the payment of future common expenses with each unit sharing a one/forty-oneth (1/41th) share of said assessments. The percentage liability for common expenses and the right to common surpluses for each unit owner shall be determined by the creation of a fraction the numerator of which shall be one (1) and the denominator of which shall be the total number of units constructed on the date of calculating this percentage. With each phase of development, the percentage shall change accordingly. It being the intent of the Declarant that the value shall initially be, after construction of the initial phase,

one/forty-oneth (1/41th) per unit, and upon the conclusion of the total envisioned project, the percentage shall be one/one-hundred fifth (1/105th) value to each unit. Any unit owner or mortgagee gaining an interest in any unit, prior to completion of all intended phases, consents to the automatic alteration of this fraction, from time to time, using the aforementioned formula.

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 other common or limited common elements and facilities or services or by the abandonment of his unit.

A unit owner shall be liable for all assessments, or installments thereof, coming due while owning a unit. In a voluntary grant, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor for his or her share of the common expenses up to the time of the voluntary grant for which a statement of condominium lien is recorded, without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee for such assessments.

All common expenses and assessments, when due, shall immediately become a personal debt of the unit owner and also a lien, against the unit to which the charges are assessed, until paid, if a statement of lien is filed within two years after the date the assessment becomes due. The lien is effective against a unit at the time the assessment became due regardless of when within the two year period it is filed.

All sums assessed by an association but unpaid for the share of the common expenses chargeable to any unit constitutes a lien on the unit and on the undivided interest in the common elements appurtenant thereto prior to all other liens except:

- A. Liens of general and specific taxes;
- B. All sums unpaid on a first mortgage recorded prior to the making of the assessment;
- C. Mechanics liens filed prior to the making of the assessment;
- D. All sums unpaid on any mortgage loan made under Section 45.80 of the Wisconsin Statutes.

16. PARTITION OF COMMON ELEMENTS PROHIBITED

Except as provided herein, there shall be no partition of the common elements and facilities and limited common elements through judicial proceedings or otherwise until this agreement 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 units as between such co-owners. Ownership shall be limited to 4 or fewer co-owners as tenants in common or as joint tenants.

17. CONVEYANCE TO INCLUDE INTEREST 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.

18. EASEMENTS, RESERVATIONS AND ENCROACHMENTS

18.1 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, heating ducts and piping, sewer lines, gas mains, telephone wires and equipment, master television antenna system wires and equipment, cable television equipment, and electrical conduits and wires and equipment, including power transformers, over, under, along and on any part of the common elements and facilities.

18.2 PERMITS, LICENSES AND EASEMENTS. The Association shall have the right to grant permits, licenses and easements over the common elements for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance or operation of the property.

18.3 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; 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 encroachments occurred due to the willful conduct of said owner or owners.

18.4 BINDING EFFECT. All easements and rights described herein 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, executors, administrators, successors and assigns. The Association shall have the authority to execute all documents necessary to carry out the intent of this Section 18.

19. 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.

20. AMENDMENTS TO DECLARATION

Except as otherwise provided by the Act, this declaration may be amended with the written consent of sixty-six and two-thirds percent (66 2/3%) of the unit owners and mortgagees. Consent of both the unit owner and the mortgagee is required in meeting the requisite sixty-six and two-thirds percent (66 2/3%) approval. 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.

21. VOLUNTARY TERMINATION OF CONDOMINIUM

Upon the written consent of all unit owners, all or any part of the property may be removed from the provisions of the Act by an instrument to that effect, duly recorded with the Register of Deeds for Milwaukee County, provided that the holders of all liens affecting any of the units consent thereto or agree, in either case by instrument duly recorded with the Register of Deeds of Milwaukee County, that their liens be transferred to the percentage of the undivided interest of the unit owner in the property. Upon removal of any property from the act, the property shall be deemed to be owned in common by the unit owners. The undivided interest in the property owned in common which appertains to each unit owner shall be the percentage of undivided interest previously owned by the owner in the common elements.

22. NOTICES

22.1 NOTICES TO UNIT OWNERS. All notice and other documents required to be given by this Declaration or the Bylaws 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. 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.

22.2 NOTICES TO FIRST LIEN HOLDERS. A holder, insurer or guarantor of a first mortgage, upon written request to the Association will be entitled to timely written notice of:

A. Any proposed amendment of the Condominium Declaration affecting a change in (1) the boundaries of any unit or the exclusive easement rights appertaining thereto, (2) the interest in the general or limited common elements appertaining to any unit or the liability for common expenses appertaining thereto, (3) the number of votes in the Association appertaining to any unit, or (4) the purposes to which any unit or the common elements are restricted;

B. Any proposed termination of the Condominium regime;

C. Any condemnation loss or any casualty loss which affects a material portion of the Condominium or which affects any unit on which there is a first mortgage held, insured or guaranteed by such eligible holder;

D. Any delinquency in the payment of assessments or charges owned by an owner or a unit subject to the mortgage of such eligible holder, insurer or guarantor, where such delinquency has continued for a period of sixty (60) days;

E. Any lapse, cancellation or material modification of any insurance policy maintained by the Association.

23. FURTHER MATTERS

A. All present and future owners of units, tenants of such owners and any other occupants of units, employees of owners, or any other persons that in any manner use or come upon the condominium or any part thereof shall be subject to and shall comply with the provisions of this Declaration, the Articles of Incorporation of the Association, and the Bylaws and rules and regulations adopted pursuant thereto, as these instruments may be amended from time to time. The acceptance of a deed or conveyance, or the entering into of a lease, or the entering into of occupancy of any unit shall constitute an acceptance of the provisions of such instruments, as they may be amended from time to time, by such owner, tenant or occupant. The provisions contained in such instrument shall be covenants running with the land and shall bind any person having at any time any interest or estate in such unit, as though such provisions were recited and fully stipulated in each deed, conveyance or lease thereof. The enforcement thereof may be by such judicial proceedings as the Board of Directors of the Association may deem appropriate, as well as by the provisions of the Condominium Ownership Act.

B. The Declarants hereby reserve the right for a period of ten (10) years from date hereof to cause one or more of the units it owns to be maintained as a model unit and to display such models and the common elements of the condominium. The Declarant further reserves the right to maintain signs offering the sale of units in the condominium until all units are sold at which time "For Sale" or "For Lease" signs shall be prohibited.

C. If entered into before the officers elected by the unit owners pursuant to the Bylaws take office, any management contract, lease of recreational or parking areas or facilities, any contract or lease to which a declarant or any person affiliated with the declarant is a party and any contract or lease which is not bona fide or which was not commercially reasonable to unit owners, when entered into under the circumstances then prevailing may be terminated by the Association or its Board of Directors at

any time without penalty upon not less than ninety (90) days notice to the other party thereto.

24. SERVICE OF PROCESS

The person to receive service of process shall be John E. Walton, 9380 West Loomis Road, Franklin, Wisconsin 53132, or such other person as may be designated from time to time by the Board of Directors of the Association, which designation shall be filed with the Register of Deeds of Milwaukee County, Wisconsin.

25. 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.

26. 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.

27. 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 provisions or of any other provision hereof.

28. CONFLICTS IN PROVISIONS

If there is any conflict between any provision and this Declaration and the provisions of the Condominium Plat or any provisions of the Bylaws, the provisions of this Declaration shall control. If there is any conflict between any provisions of any condominium instruments and any provisions of any Bylaws, the provisions of the condominium instruments shall control. If there is any conflict between any provisions of any condominium instruments or any provisions of any Bylaws and any provisions of Wisconsin Statutes Chapter 703, the provisions of Wisconsin Statutes Chapter 703 shall control.

29. HOMESTEAD

This is not homestead property.

IN WITNESS WHEREOF, the said Declarant, M.A. Jordan, LLC, has caused this Declaration to be executed at Milwaukee, Wisconsin, this 30th day of January, 1995.

M.A. JORDAN, LLC

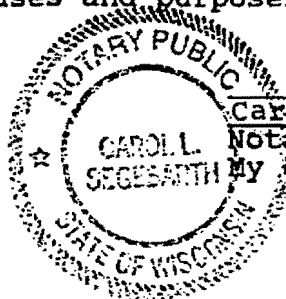
By: Martin A. Jordan
MARTIN A. JORDAN, MEMBER

LOOMIS ROAD LIMITED PARTNERSHIP
BY WALTON PROPERTIES, INC.,
MANAGING PARTNER

By: John E. Walton
JOHN E. WALTON, PRESIDENT

STATE OF Wisconsin)
ss
Milwaukee COUNTY)

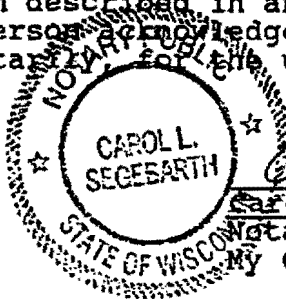
On this 30th day of January, 1995, before me personally came M.A. Jordan, LLC, by Martin A. Jordan, Member, to me known to be the person described in and who executed the foregoing instrument and said person acknowledged that said person executed the same freely and voluntarily, for the uses and purposes therein expressed.



Carol L. Segebarth
Carol L. Segebarth
Notary Public, State of Wisconsin
My Commission: September 3, 1995

STATE OF Wisconsin)
ss
Milwaukee COUNTY)

On this 30th day of January, 1995, before me personally came M.A. Jordan, LLC, by Loomis Road Limited Partnership by Walton Properties, Inc., Managing Partner, by John E. Walton, President, to me known to be the person described in and who executed the foregoing instrument and said person acknowledged that said person executed the same freely and voluntarily, for the uses and purposes therein expressed.



Carol L. Segebarth
Carol L. Segebarth
Notary Public, State of Wisconsin
My Commission: September 3, 1995

This instrument was drafted by:
Attorney Stephen A. Hartman
TRAPP & HARTMAN, S.C.
14380 West Capitol Drive
Brookfield, Wisconsin 53005

EVAN'S POND CONDOMINIUM

CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN

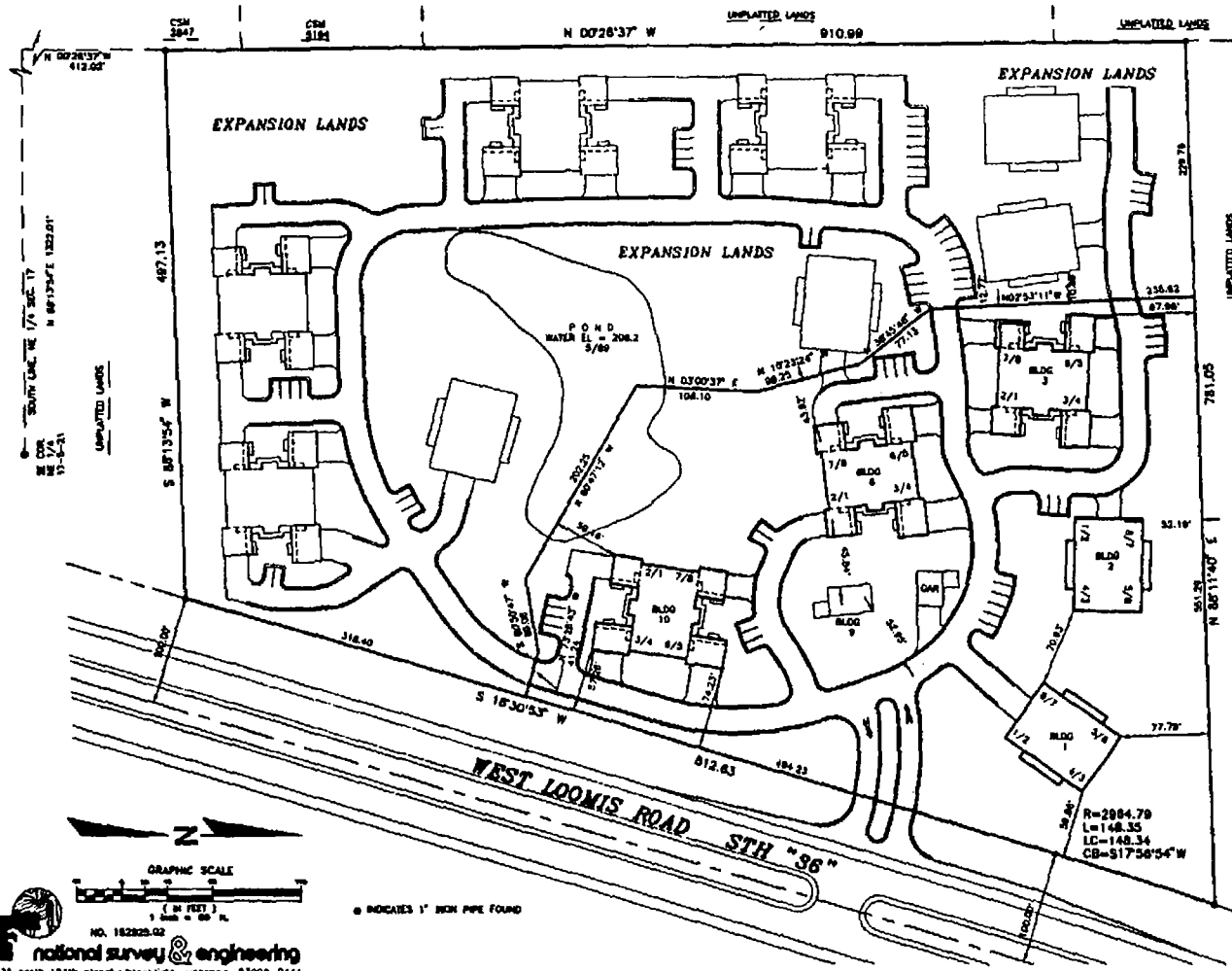
I, JOHN P. CASUCCI, DO HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THIS SURVEY IS AN ACCURATE REPRESENTATION OF THE EXTERIOR BOUNDARY LINES AND THE LOCATION OF THE BUILDINGS AND IMPROVEMENTS UPON THE SAID PROPERTY.

THIS CONDOMINIUM IS A CORRECT REPRESENTATION OF EVAN'S POND CONDOMINIUM AND THE IDENTIFICATION AND LOCATION OF EACH UNIT, AND TO THE EXTENT FEASIBLE, THE COMMON ELEMENTS, CAN BE DETERMINED FROM THE PLAT. THE DIAGRAMATIC FLOOR PLANS SHOW ONLY THE APPROXIMATE DIMENSIONS, FLOOR AREAS AND LOCATION OF EACH UNIT.

John P. Casucci 12-15-94
JOHN P. CASUCCI, RLS, S-2035



BUILDING NUMBER	UNIT NUMBER	FLOOR	BUILDING NUMBER	STREET ADDRESS
1	1	1ST	1	8302 W. LOOMIS ROAD
1	2	2ND	2	8312 W. LOOMIS ROAD
1	3	2ND	3	8322 W. LOOMIS ROAD
1	4	1ST	4	8334 W. LOOMIS ROAD
1	5	2ND	5	8380 W. LOOMIS ROAD
1	6	2ND	6	8390 W. LOOMIS ROAD
1	7	1ST		
1	8	2ND		
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1	100	2ND		



national survey & engineering
4125 north 126th street • brookfield, wisconsin, 53008-0444
phone 414/781-1022 • fax 414/781-8468 • e-mail 414/781-0516

EVAN'S POND CONDOMINIUM

CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN

LEGAL DESCRIPTION OF PHASE I EVANS POND CONDOMINIUM

BEING PART OF PARCEL 1, CSM 8052, ALSO KNOWN AS:

THAT PART OF THE SE 1/4 OF THE NE 1/4 OF SECTION 17, T 5 N, R 21 E, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN, WHICH IS BOUNDED AND DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHEAST CORNER OF SAID 1/4 SECTION;
THENCE SOUTH 88° 13' 54" WEST ALONG THE SOUTH LINE OF SAID 1/4 SECTION 1322.01 FT. TO A POINT;
THENCE NORTH 00° 28' 37" WEST ALONG THE WEST LINE OF THE SE 1/4 OF THE NE 1/4 OF SECTION 17 AFORESAID 412.02 FT. TO A POINT;
THENCE NORTH 88° 11' 40" EAST 229.76 FT. TO THE POINT OF BEGINNING OF THE LANDS HEREIN DESCRIBED;
CONTINUING THENCE NORTH 88° 11' 40" EAST 551.29 FT. TO A POINT IN THE NORTHWESTERLY LINE OF WEST LOOMIS ROAD;
THENCE SOUTHWESTERLY ALONG THE NORTHWESTERLY LINE OF WEST LOOMIS ROAD 148.35 FT. ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHEAST WHOSE RADIUS IS 2984.79 FT. AND WHOSE CHORD BEARS SOUTH 17° 56' 54" WEST 148.34 FT. TO A POINT;
THENCE SOUTH 16° 30' 53" WEST ALONG SAID NORTHWESTERLY STREET LINE 494.23 FT. TO A POINT;
THENCE NORTH 73° 28' 43" WEST 41.24 FT. TO A POINT;
THENCE SOUTH 80° 50' 47" WEST 69.08 FT. TO A POINT;
THENCE NORTH 60° 47' 12" WEST 202.25 FT. TO A POINT;
THENCE NORTH 03° 00' 37" EAST 106.10 FT. TO A POINT;
THENCE NORTH 13° 23' 24" WEST 98.25 FT. TO A POINT;
THENCE NORTH 36° 45' 40" WEST 77.13 FT. TO A POINT;
THENCE NORTH 02° 53' 11" WEST 235.82 FT. TO THE POINT OF BEGINNING.
CONTAINING 5.482 ACRES, MORE OR LESS.

LEGAL DESCRIPTION OF EVANS POND CONDOMINIUM EXPANSION LANDS

BEING PART OF PARCEL 1, CSM 8052, ALSO KNOWN AS:

THAT PART OF THE SE 1/4 OF THE NE 1/4 OF SECTION 17, T 5 N, R 21 E, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN, WHICH IS BOUNDED AND DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHEAST CORNER OF SAID 1/4 SECTION;
THENCE SOUTH 88° 13' 54" WEST ALONG THE SOUTH LINE OF SAID 1/4 SECTION 1322.01 FT. TO A POINT;
THENCE NORTH 00° 28' 37" WEST ALONG THE WEST LINE OF THE SE 1/4 OF THE NE 1/4 OF SECTION 17 AFORESAID 412.02 FT. TO THE POINT OF BEGINNING OF THE LANDS HEREIN TO BE DESCRIBED;
CONTINUING THENCE NORTH 00° 28' 37" WEST 910.99 FT. TO A POINT;
THENCE NORTH 88° 11' 40" EAST 229.76 FT. TO A POINT;
THENCE SOUTH 02° 53' 11" EAST 235.82 FT. TO A POINT;
THENCE SOUTH 38° 45' 40" EAST 77.13 FT. TO A POINT;
THENCE SOUTH 15° 23' 24" EAST 98.25 FT. TO A POINT;
THENCE SOUTH 03° 00' 37" WEST 106.10 FT. TO A POINT;
THENCE SOUTH 60° 47' 12" EAST 202.25 FT. TO A POINT;
THENCE NORTH 80° 50' 47" EAST 69.08 FT. TO A POINT;
THENCE SOUTH 73° 28' 43" EAST 41.24 FT. TO A POINT ON THE NORTHWESTERLY LINE OF WEST LOOMIS ROAD;
THENCE SOUTH 16° 30' 53" WEST ALONG THE NORTHWESTERLY LINE OF WEST LOOMIS ROAD 318.40 FT. TO A POINT;
THENCE SOUTH 08° 13' 54" WEST AND PARALLEL TO THE SOUTH LINE OF SAID 1/4 SECTION 497.13 FT. TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION OF EVANS POND CONDOMINIUM INCLUDING PHASE I AND EXPANSION LANDS

BEING PARCEL 1, CSM 8052, ALSO KNOWN AS:

THAT PART OF THE SE 1/4 OF THE NE 1/4 OF SECTION 17, T 5 N, R 21 E, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN, WHICH IS BOUNDED AND DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHEAST CORNER OF SAID 1/4 SECTION;
THENCE SOUTH 88° 13' 54" WEST ALONG THE SOUTH LINE OF SAID 1/4 SECTION 1322.01 FT. TO A POINT;
THENCE NORTH 00° 28' 37" WEST ALONG THE WEST LINE OF THE SE 1/4 OF THE NE 1/4 OF SECTION 17 AFORESAID 412.02 FT. TO THE POINT OF BEGINNING OF THE LANDS HEREIN TO BE DESCRIBED;
CONTINUING THENCE NORTH 00° 28' 37" WEST 910.99 FT. TO THE NORTHWEST CORNER OF THE SE 1/4 OF SAID 1/4 SECTION;
THENCE NORTH 88° 11' 40" EAST ALONG THE NORTH LINE OF THE SE 1/4 OF THE NE 1/4 OF SECTION 17 AFORESAID 781.05 FT. TO A POINT IN THE NORTHWESTERLY LINE OF WEST LOOMIS ROAD;
THENCE SOUTHWESTERLY ALONG THE NORTHWESTERLY LINE OF WEST LOOMIS ROAD 148.35 FT. ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHEAST WHOSE RADIUS IS 2984.79 FT. AND WHOSE CHORD BEARS SOUTH 17° 56' 54" WEST 148.34 FT. TO A POINT;
THENCE SOUTH 16° 30' 53" WEST ALONG THE NORTHWESTERLY LINE OF WEST LOOMIS ROAD 512.83 FT. TO A POINT;
THENCE SOUTH 88° 13' 54" WEST AND PARALLEL TO THE SOUTH LINE OF SAID 1/4 SECTION 497.13 FT. TO THE POINT OF BEGINNING.

NOTES

1. ALL AREAS WITHIN THE CONDOMINIUM AND OUTSIDE OF THE UNIT, EXCEPT THOSE AREAS DESIGNATED AS LIMITED COMMON ELEMENTS, ARE COMMON ELEMENTS.
2. REFER TO SECTION 6.1 OF THE DECLARATION OF CONDOMINIUM FOR DESCRIPTION OF THE LIMITED COMMON ELEMENTS.
3. BEARINGS ARE REFERENCED TO THE SOUTH LINE OF THE NE 1/4 OF SECTION 17, T 5 N, R 21 E, WHICH BEARS S 88°13'54" W WISCONSIN STATE PLANE COORDINATE SYSTEM.
4. THE DEVELOPER RESERVES THE RIGHT TO VARY THE NUMBER AND ORIENTATION OF ROADS AND BUILDINGS IN THE EXPANSION LANDS.



NO. 152825.02

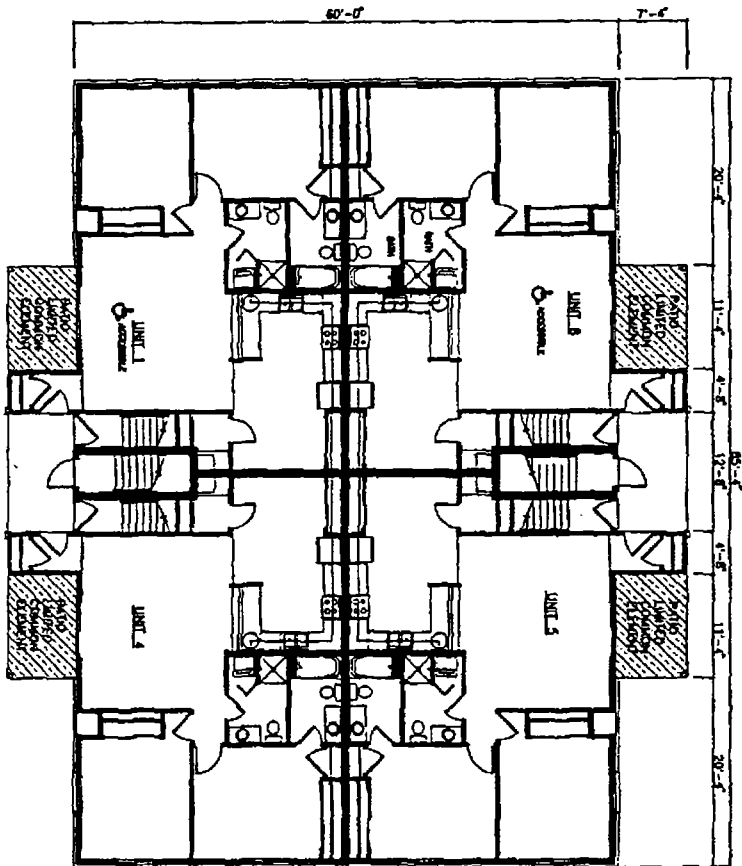
national survey & engineering

4125 North 124th Street • Brookfield, Wisconsin 53005-0441
phone 414/781-1000 • fax 414/781-9406 • telex 414/781-0514

THIS INSTRUMENT WAS DRAFTED BY JOHN P. CASACCI, PLS

SHEET 2 OF 12

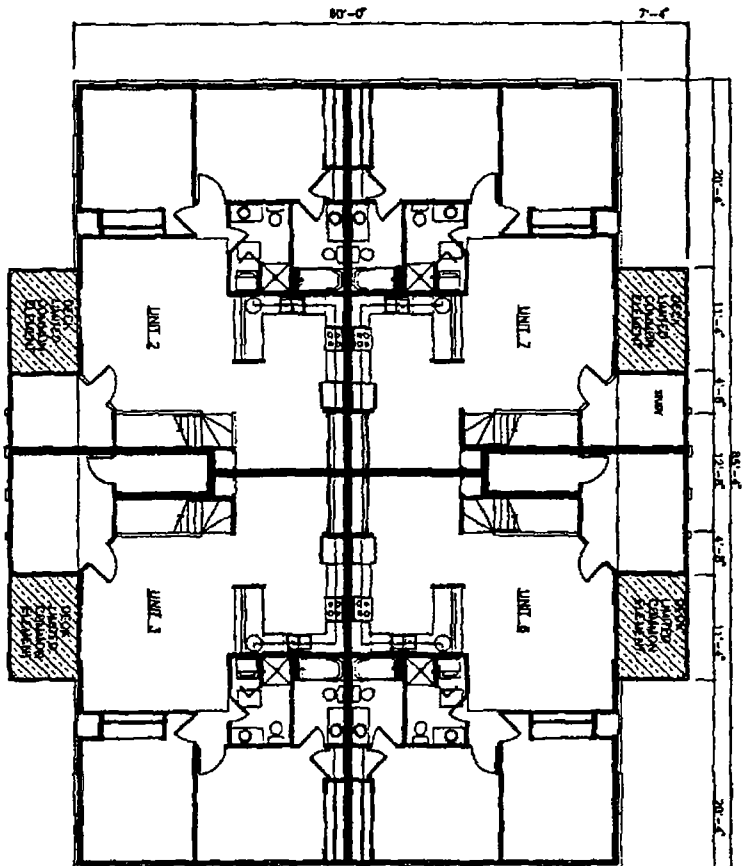
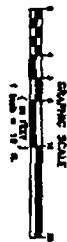
EVAN'S POND
CONDOMINIUM
CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN



FIRST FLOOR PLAN
BUILDING 1
BUILDING 2

SHEET 3 OF 12

EVAN'S POND
CONDOMINIUM
CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN



FRONT

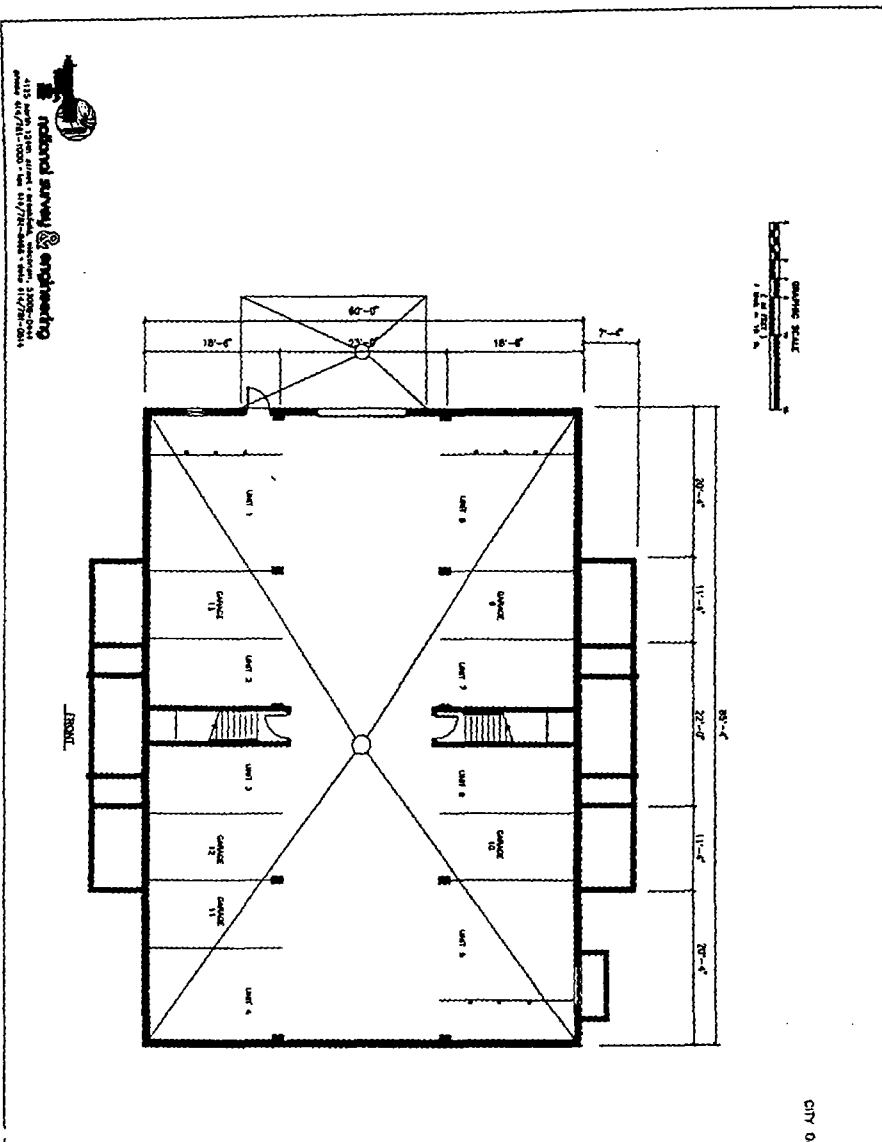
SECOND FLOOR PLAN
BUILDING 1
BUILDING 2

notional survey & engineering
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phone 414/781-1000 • fax 414/781-9444 • cell 414/781-0014

SHEET 4 OF 12

EVAN'S POND
CONDOMINIUM
CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN

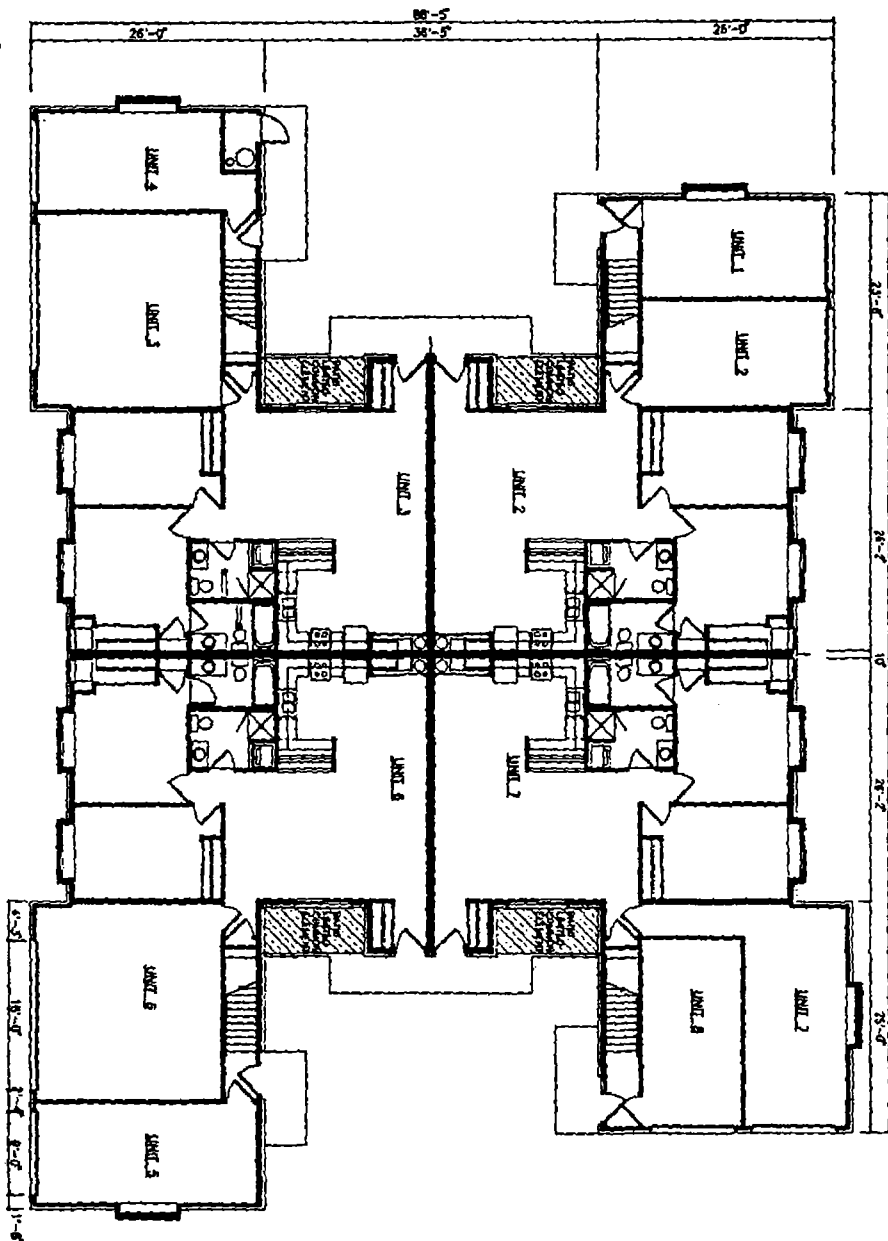
CARAGE PLAN
BUILDING 1
BUILDING



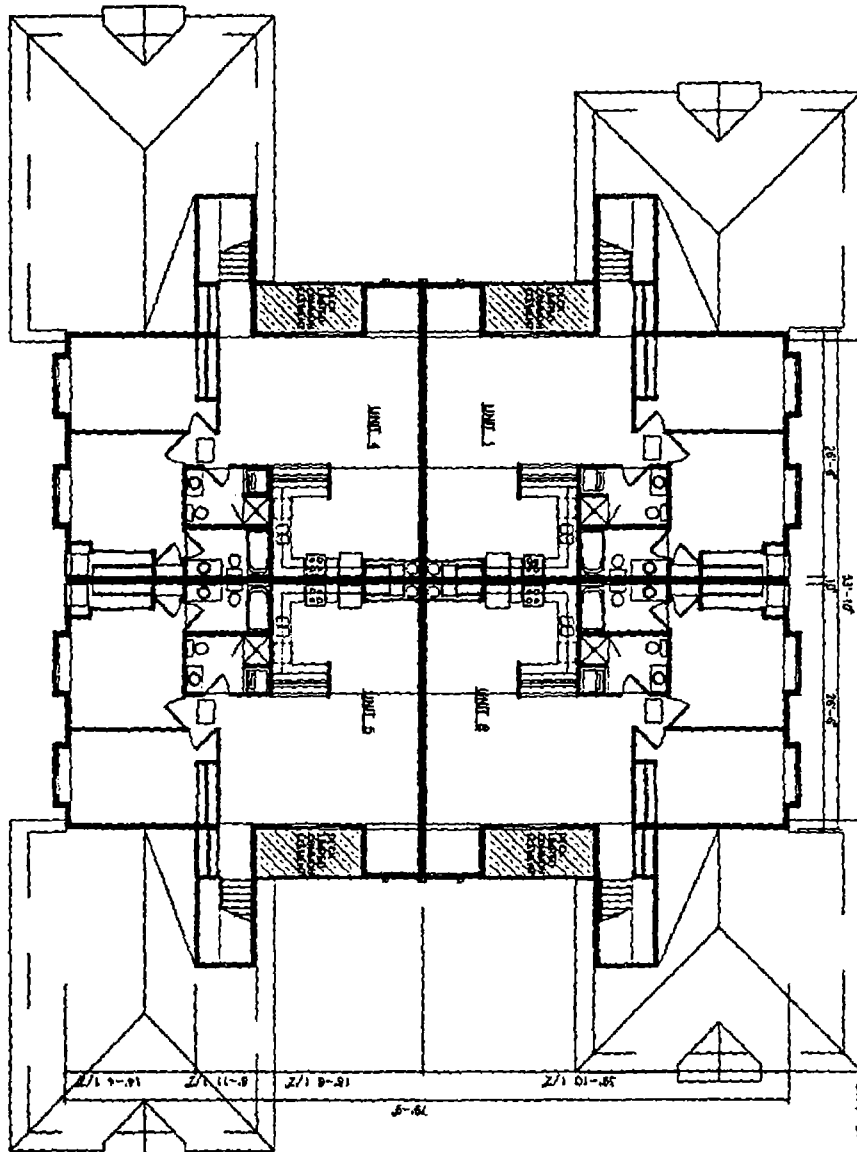
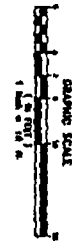
national survey & engineering
4112 North 11th Street, Suite 100
Milwaukee, WI 53212
Phone: 414/778-4444 Fax: 414/778-4445
www.nsewi.com

national survey & engineering
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www.nsewi.com

**EVAN'S POND
CONDOMINIUM**
CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN



FIRST FLOOR
PLAN
BUILDING 8



EVAN'S POND
CONDOMINIUM
CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN

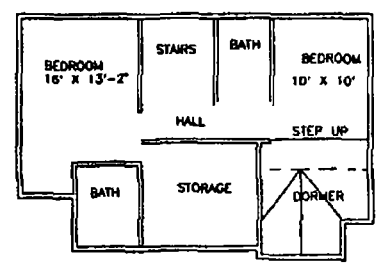
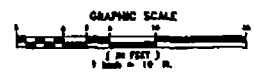
SECOND FLOOR
PLAN
BUILDING 8

notland survey & engineering
4123 north 72nd street • kenosha, wisconsin 53108-0444
phone 414/781-8000 • fax 414/781-8448 • email 414/781-0314

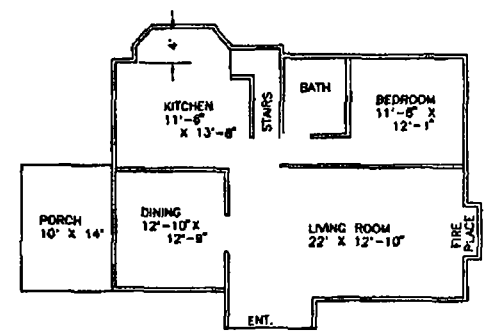
SHEET 9 OF 12

EVAN'S POND CONDOMINIUM

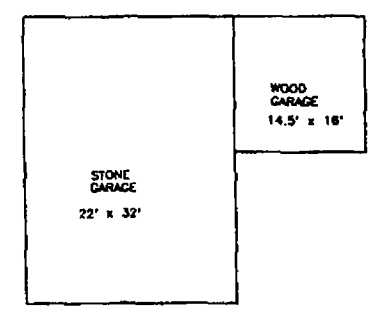
CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN



SECOND FLOOR

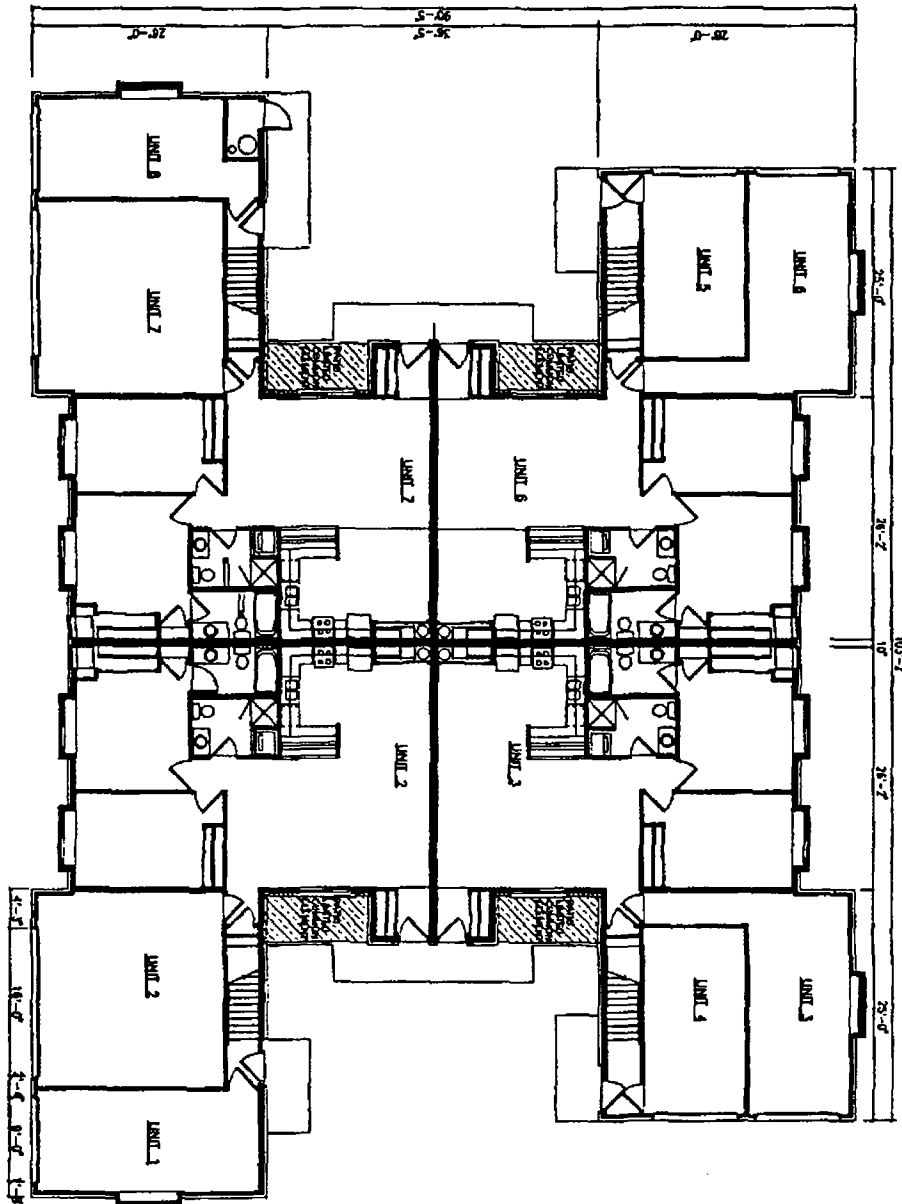


FIRST FLOOR



BUILDING 9

*EVAN'S POND
CONDOMINIUM*
CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN



FIRST FLOOR
PLAN
BUILDING 10

REEL 3517 IMAGE 1070

7069649

REGISTER'S OFFICE } SS
Milwaukee County, WI }
RECORDED AT -3 30 PM

APR - 7 1995

REEL 3517 IMAGE 1070 to 107

WISCONSIN REGISTER
OF DEEDS

FIRST AMENDMENT TO
CONDOMINIUM DECLARATIONS

OF

CONDITIONS, COVENANTS, RESTRICTIONS AND EASEMENTS

FOR

EVAN'S POND CONDOMINIUM

7069649

RECORD 18.00

This Amendment is made pursuant to the Unit Ownership Act of the State of Wisconsin, Chapter 705 of Wisconsin Statutes, (hereinafter referred to as the "Act") this 16th day of MARCH, 1995, by M.A. Jordan, LLC, by Martin A. Jordan and Loomis Road Limited Partnership, by Walton Properties, Inc., Managing Partner, members (hereinafter referred to as "Declarant").

WHEREAS, the Declarant on the 30th day of January, 1995, created Evan's Pond Condominium, pursuant to the Condominium Declarations of Conditions, Covenants, Restrictions and Easements for Evan's Pond Condominium, which were recorded in the office of the Register of Deeds for Milwaukee County on the 22nd day of February, 1995, Reel 3485, Image 193, as Document #7055739 covering the legal description as per the attached Exhibit "A"; and

WHEREAS, the Declarant is desirous of amending said Condominium Declarations.

NOW, THEREFORE, the Condominium Declarations of Conditions, Covenants, Restrictions and Easements for Evan's Pond Condominium, are hereby amended as follows:

1. Paragraph #9.5 is amended to read as follows:

9.5 INITIAL WORKING CAPITAL FUND. All unit owners shall advance to the Association an amount equal to one (1) month's installment of the regular annual association assessment. The payment shall be due at the later of: (1) the issuance of an Occupancy Permit for the unit; and (2) the sale by Declarant of a unit to a third party. Amounts paid pursuant hereto are not to be considered as an advance payment of the monthly assessment.

2. Paragraph #12 is amended to read as follows:

12. RESTRICTION ON USE AND OCCUPANCY

Each unit shall be occupied and used only for single family private dwelling purposes as provided in the Bylaws of the Association. No trade shall be carried on anywhere within the condominium, except as

1800

otherwise provided herein. All leases or rental agreements shall be in writing. Units may be leased or rented, however, the lease must have a minimum initial term of six (6) months. Any person occupying a unit with the authority of an owner shall comply with all the restrictions, covenants and conditions imposed herein and by the Bylaws of the Association. No rooms in any unit may be rented and no transient tenants may be accommodated.

3. Paragraph #15 is amended to read as follows:

15. 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, and the common services provided to the unit owners, including municipal water and sewer service, shall be paid for by the Association. The Association shall make assessments against the unit owners, as well as the units themselves for such common expenses and for the creation of reserves for the payment of future common expenses with each unit sharing a one/forty-first (1/41st) share of said assessments. The percentage liability for common expenses and the right to common surpluses for each unit owner shall be determined by the creation of a fraction the numerator of which shall be one (1) and the denominator of which shall be the total number of units constructed on the date of calculating this percentage. With each phase of development, the percentage shall change accordingly. It being the intent of the Declarant that the value shall initially be, after construction of the initial phase, one/forty-first (1/41st) per unit, and upon the conclusion of the total envisioned project, the percentage shall be one/one-hundred fifth (1/105th) value to each unit. Any unit owner or mortgagee gaining an interest in any unit, prior to completion of all intended phases, consents to the automatic alteration of this fraction, from time to time, using the aforementioned formula.

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 other common or limited common elements and facilities or services or by the abandonment of his unit.

A unit owner shall be liable for all assessments, or installments thereof, coming due while owning a unit. In a voluntary grant, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor for his or her share of the common expenses up to the time of the voluntary grant for which a statement of condominium lien is recorded, without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee for such assessments.

All common expenses and assessments, when due, shall immediately become a personal debt of the unit owner and also a lien, against the unit to which the charges are assessed, until paid, if a statement of lien is filed within two years after the date the assessment becomes due. The lien is effective against a unit at the time the assessment became due regardless of when within the two year period it is filed.

All sums assessed by an association but unpaid for the share of the common expenses chargeable to any unit constitutes a lien on the unit and on the undivided interest in the common elements appurtenant thereto prior to all other liens except:

- A. Liens of general and specific taxes;
- B. All sums unpaid on a first mortgage recorded prior to the making of the assessment;
- C. Mechanics liens filed prior to the making of the assessment;
- D. All sums unpaid on any mortgage loan made under Section 45.80 of the Wisconsin Statutes.

All other terms and conditions of the Condominium Declaration of Conditions, Covenants, Restrictions and Easements for Evan's Pond Condominium, as modified by this Amendment, shall be in full force and effect.

IN WITNESS WHEREOF, the said Declarant, M.A. Jordan, LLC, has caused this Declaration to be executed at Milwaukee, Wisconsin, this 16th day of March, 1995.

M.A. JORDAN, LLC

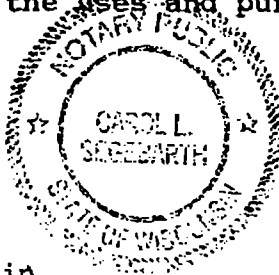
By: Martin A. Jordan
MARTIN A. JORDAN, MEMBER

LOOMIS ROAD LIMITED PARTNERSHIP
BY WALTON PROPERTIES, INC.,
MANAGING PARTNER

By: John E. Walton
JOHN E. WALTON, PRESIDENT

STATE OF Wisconsin)
 ss
Milwaukee COUNTY)

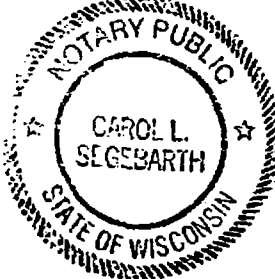
On this 16th day of March, 1995, before me personally came M.A. Jordan, LLC, by Martin A. Jordan, Member, to me known to be the person described in and who executed the foregoing instrument and said person acknowledged that said person executed the same freely and voluntarily, for the uses and purposes therein expressed.



Carol L. Segebärth
 Carol L. Segebärth
 Notary Public, State of Wisconsin
 My Commission: September 3, 1995

STATE OF Wisconsin)
 ss
Milwaukee COUNTY)

On this 16th day of March, 1995, before me personally came M.A. Jordan, LLC, by Loomis Road Limited Partnership by Walton Properties, Inc., Managing Partner, by John E. Walton, President, to me known to be the person described in and who executed the foregoing instrument and said person acknowledged that said person executed the same freely and voluntarily, for the uses and purposes therein expressed.



Carol L. Segebärth
 Carol L. Segebärth
 Notary Public, State of Wisconsin
 My Commission: September 3, 1995

This instrument was drafted by:
 Attorney Stephen A. Hartman
 Return to: TRAPP & HARTMAN, S.C.
 14380 West Capitol Drive
 Brookfield, Wisconsin 53005

EXHIBIT "A"

LEGAL DESCRIPTION

Being part of Parcel 1, Certified Survey Map No. 6052, also known as:

That part of the SE 1/4 of the NE 1/4 of Section 17, T 5 N, R 21 E, in the City of Franklin, Milwaukee County, Wisconsin, which is bounded and described as follows:

Commencing at the Southeast corner of said 1/4 Section; thence South 88° 13' 54" West along the South line of said 1/4 Section 1322.01 ft. to a point; thence North 00° 26' 37" West along the West line of the SE 1/4 of the NE 1/4 of Section 17 aforesaid 1323.01 ft. to a point; thence North 88° 11' 40" East 229.76 ft. to the point of beginning of the lands herein described; continuing thence North 88° 11' 40" East 551.29 ft. to a point in the Northwesternly line of West Loomis Road; thence Southwesterly along the Northwesternly line of West Loomis Road 148.35 ft. along the arc of a curve whose center lies to the Southeast whose radius is 2964.79 ft. and whose chord bears South 17° 56' 54" West 148.34 ft. to a point; thence South 16° 30' 53" West along said northwesterly street line 494.23 ft. to a point; thence North 73° 28' 43" West 41.24 ft. to a point; thence South 80° 50' 47" West 69.08 ft. to a point; thence North 60° 47' 12" West 202.25 ft. to a point; thence North 03° 00' 37" East 108.10 ft. to a point; thence North 15° 23' 24" West 98.25 ft. to a point; thence North 38° 45' 48" West 77.13 ft. to a point; thence North 02° 53' 11" West 235.62 ft. to the point of beginning, containing 5.482 acres, more or less.

SECOND AMENDMENT TO
CONDOMINIUM DECLARATIONS
OF
CONDITIONS, COVENANTS, RESTRICTIONS AND EASEMENTS
FOR
EVAN'S POND CONDOMINIUM

This Amendment is made pursuant to the Condominium Ownership Act of the State of Wisconsin, Chapter 703 of Wisconsin Statutes, (hereinafter referred to as the "Act") this 16th day of July, 1996, by M.A. Jordan, LLC, by Martin A. Jordan and Loomis Road Limited Partnership, by Walton Properties, Inc., Managing Partner, members (hereinafter referred to as "Declarant").

WHEREAS, the Declarant on the 30th day of January, 1995, created Evan's Pond Condominium, pursuant to the Condominium Declarations of Conditions, Covenants, Restrictions and Easements for Evan's Pond Condominium, which were recorded in the office of the Register of Deeds for Milwaukee County on the 22nd day of February, 1995, Reel 3485, Image 193, as Document #7055739, as amended; and

WHEREAS, the Declarant is desirous of amending said Condominium Declarations.

NOW, THEREFORE, the Condominium Declarations of Conditions, Covenants, Restrictions and Easements for Evan's Pond Condominium, are hereby amended as follows:

1. Paragraph #2.1 is amended to read as follows:

2.1 LEGAL DESCRIPTION. The following described real estate is subject to the provisions of this Declaration:

Being part of Parcel 1, Certified Survey Map No. 6052, also known as:

That part of the SE 1/4 of the NE 1/4 of Section 17, T 5 N, R 21 E, in the City of Franklin, Milwaukee County, Wisconsin, which is bounded and described as follows:

Commencing at the Southeast corner of said 1/4 Section; thence South 88° 13' 54" West along the South line of said 1/4 Section 1322.01 ft. to a point; thence North 00° 26' 37" West along the West line of the SE 1/4 of the NE 1/4 of Section 17 aforesaid 1323.01 ft. to a point; thence North 88° 11' 40" East 229.76 ft. to the point of beginning of the lands herein described; continuing thence North 88° 11' 40" East 551.29 ft. to a point in the Northwesterly line of West Loomis Road; thence Southwesterly along the Northwesterly line of West Loomis Road 148.35 ft. along the arc of a curve whose center lies to the Southeast whose radius is 2964.79 ft. and whose chord bears South 17° 56' 54" West 148.34 ft. to a point; thence South 16° 30' 53" West along said northwesterly street line 494.23 ft. to a point; thence North 73° 28' 43" West 41.24 ft. to a point; thence South 80° 50' 47" West 69.08 ft. to a point; thence North 60° 47' 12" West 202.25 ft. to a point; thence North 03° 00' 37" East 108.10 ft. to a point; thence North 15° 23' 24" West 98.25 ft. to a point; thence North 38° 45' 48" West 77.13 ft. to a point; thence North 02° 53' 11" West 235.62 ft. to the point of beginning, containing 5.482 acres, more or less.

Part of Parcel 1 of Certified Survey Map No. 6052, being a part of the Southeast 1/4 of the Northeast 1/4 of Section 17, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin, which is bounded and described as follows:

Commencing at the Southeast corner of said 1/4 Section; thence South 88° 13' 54" West along the South line of said 1/4 Section 1322.01 feet to a point; thence North 00° 26' 37" West along the West line of the Southeast 1/4 of the Northeast 1/4 of Section 17 aforesaid 829.71 feet to the point of beginning of the lands herein described; thence continuing North 00° 26' 37" West along said West line 283.28 feet to a point; thence North 82° 55' 08" East 239.31 feet to a point; thence South 02° 53' 11" East 47.63 feet to a point; thence South 38° 45' 48" East 32.32 feet to a point; thence South 82° 55' 08" West 80.31 feet to a point; thence South 00° 26' 37" East 228.71 feet to a point; thence South 89° 33' 10" West 180.00 feet to the point of beginning. Containing 1.3227 acres.

2. Paragraph #2.3 is amended to read as follows:

2.3 PARCELS WHICH MAY BE ADDED TO THE CONDOMINIUM.

The real estate which the Declarant reserves the right to submit and subject as additional parcel or parcels of real estate to this condominium are as follows:

Being part of Parcel 1, Certified Survey Map No. 6052, being a part of the Southeast 1/4 of the Northeast 1/4 of Section 17, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin, which is bounded and described as follows:

Commencing at the Southeast corner of said 1/4 Section; thence South 88° 13' 54" West along the South line of said 1/4 Section 1322.01 feet to a point; thence North 00° 26' 37" West along the West line of the Southeast 1/4 of the Northeast 1/4 of Section 17 aforesaid 412.02 feet to the point of beginning of the lands herein described; thence continuing North 00° 26' 37" West along said West line 417.69 feet to a point; thence North 89° 33' 10" East 180.00 feet to a point; thence North 00° 26' 37" West 228.71 feet to a point; thence North 82° 55' 08" East 80.31 feet to a point; thence South 38° 45' 48" East 44.81 feet to a point; thence South 15° 23' 24" East 98.25 feet to a point; thence South 03° 00' 37" West 108.10 feet to a point; thence South 60° 47' 12" East 202.25 feet to a point; thence North 80° 50' 47" East 69.08 feet to a point; thence South 73° 28' 43" East 41.24 feet to a point on the Northwesterly line of West Loomis Road; thence South 16° 30' 53" West along the Northwesterly line of West Loomis Road 318.40 feet to a point; thence South 88° 13' 54" West and parallel to the South line of said 1/4 Section 497.13 feet to the point of beginning.

ALSO:

Part of Parcel 1 of Certified Survey Map No. 6052 which is described as follows:

Beginning at the Northwest corner of said Parcel 1; thence North 88° 11' 40" East along the North line of Parcel 1 aforesaid 229.76 feet to a point; thence South 02° 53' 11" East 187.99 feet to a point; thence South 82° 55' 08" West 239.31 feet to a point on the West line of said Parcel 1; thence North 00° 26' 37" West along the West line of Parcel 1 aforesaid 210.02 feet to the point of beginning.

3. Paragraph #3 is amended to read as follows:

3. DESCRIPTION AND LOCATION OF BUILDINGS

There shall be seven (7) buildings on the real estate described in Section 2.1 above which shall contain a total of forty-nine (49) living units. One (1) building shall contain one (1) living unit and shall be a two-story single-family dwelling with a two and one-half (2 1/2) car detached garage unit. Four (4) of the buildings shall be two (2) stories in height with four (4) living units on each floor and

shall contain a total of eight (8) units each with each unit having a one (1) or two (2) car attached garage. Two (2) of the buildings shall be two (2) stories in height with four (4) living units on each floor and shall contain a total of eight (8) living units each, with each building containing an underground parking area. Each of the eight (8) living units shall be assigned one (1) underground parking stall. Five (5) additional underground parking stalls may be purchased by the unit owners at the option of the Declarant.

The Declarant shall have the right to subject an additional fifty-six (56) units to this Condominium Declaration by constructing an additional seven (7) buildings on the real estate described in Paragraph 2.3.

Enlargement of the condominium is at the discretion of the Declarant and there is no obligation or commitment on the part of the Declarant, nor are unit owners given any rights, to add any property or construct any additional units as a part of the original condominium. The Declarant may develop a portion only and not all of the additional property and units as specified in Paragraph 2.3.

Complete construction details are contained in working plans and drawings available for inspection at the office of the Declarant. The buildings are to be located on the real estate as indicated in the Survey marked Exhibit "A" attached hereto and made a part of this Declaration. The buildings and units are more fully described in the Condominium Plat attached hereto and made a part hereof. Declarant shall have the right to amend this Declaration at its sole discretion for the purpose of recording a plat of survey or plans depicting the lay-out, location, unit numbers and dimensions of the buildings and units as finally located and erected. Declarant reserves the right, subject to approval of the City of Franklin, to change the layout and dimensions of the buildings and units shown in Exhibit "A" which are not presently constructed, provided that such changes will not substantially alter the architectural design, nature and quality of the buildings and units.

4. Paragraph #4 is amended to read as follows:

4. NUMBER AND IDENTIFICATION OF UNITS

4.1 NUMBER. There shall be a total of forty-nine (49) condominium units in Evan's Pond Condominium. There may be as many as one hundred five (105) units in Evan's Pond Condominium.

4.2 IDENTIFICATION. 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, ceilings, windows, window frames, doors and door frames of the buildings, as said boundaries are shown on the building and floor plans attached hereto as Exhibit "A", together with all fixtures and improvements therein contained. Each unit shall also consist of one (1) or more garage units or parking stalls which is intended for individual, private use comprised of one (1) or more cubicles of air having outer boundaries formed by the interior surfaces of the perimeter walls, floors, ceilings, windows, window frames, doors and door frames, of the building, as said boundaries are shown on the Condominium Plat attached hereto as Exhibit "A", together with all fixtures and improvements therein contained. A living unit and garage unit(s) may not be separated.

The units are designated by identifying numbers, and their location, 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 Exhibit "A" attached hereto. The post office addresses of the units are as follows:

Building 1 - 9302 West Loomis Road, Franklin, Wisconsin
53132
Building 2 - 9312 West Loomis Road, Franklin, Wisconsin
53132
Building 3 - 9322 West Loomis Road, Franklin, Wisconsin
53132
Building 6 - 9354 West Loomis Road, Franklin, Wisconsin
53132
Building 8 - 9374 West Loomis Road, Franklin, Wisconsin
53132
Building 9 - 9380 West Loomis Road, Franklin, Wisconsin
53132
Building 10- 9390 West Loomis road, Franklin, Wisconsin
53132

5. Paragraph #7 is amended to read as follows:

7. PERCENTAGE OF OWNERSHIP IN COMMON ELEMENTS AND FACILITIES

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 in 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 right 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 appertaining to each unit and its owner shall be as follows:

Building 1, Unit 1	2.0041%
Building 1, Unit 2	2.0477%
Building 1, Unit 3	2.0695%
Building 1, Unit 4	2.0041%
Building 1, Unit 5	2.0041%
Building 1, Unit 6	2.0695%
Building 1, Unit 7	2.0477%
Building 1, Unit 8	2.0041%
Building 1, Garage 9	0.0436%
Building 1, Garage 10	0.0436%
Building 1, Garage 11	0.0436%
Building 1, Garage 12	0.0436%
Building 1, Garage 13	0.0436%

Building 2, Unit 1	2.0041%
Building 2, Unit 2	2.0477%
Building 2, Unit 3	2.0695%
Building 2, Unit 4	2.0041%
Building 2, Unit 5	2.0041%
Building 2, Unit 6	2.0695%
Building 2, Unit 7	2.0477%
Building 2, Unit 8	2.0041%
Building 2, Garage 9	0.0436%
Building 2, Garage 10	0.0436%
Building 2, Garage 11	0.0436%
Building 2, Garage 12	0.0436%
Building 2, Garage 13	0.0436%

Building 3, Unit 1	2.0041%
Building 3, Unit 2	1.9605%
Building 3, Unit 3	2.0324%
Building 3, Unit 4	2.0041%
Building 3, Unit 5	2.0041%
Building 3, Unit 6	2.0324%
Building 3, Unit 7	1.9605%
Building 3, Unit 8	2.0041%

Building 6, Unit 1	2.0041%
Building 6, Unit 2	2.0324%
Building 6, Unit 3	1.9605%
Building 6, Unit 4	2.0041%
Building 6, Unit 5	2.0041%
Building 6, Unit 6	1.9605%
Building 6, Unit 7	2.0324%
Building 6, Unit 8	2.0041%

Building 8, Unit 1	2.0041%
Building 8, Unit 2	1.9605%
Building 8, Unit 3	2.0324%
Building 8, Unit 4	2.0041%
Building 8, Unit 5	2.0041%
Building 8, Unit 6	2.0324%
Building 8, Unit 7	1.9605%
Building 8, Unit 8	2.0041%

Building 9	3.0534%
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Building 10, Unit 1	2.0041%
Building 10, Unit 2	2.0324%
Building 10, Unit 3	1.9605%
Building 10, Unit 4	2.0041%
Building 10, Unit 5	2.0041%
Building 10, Unit 6	1.9605%
Building 10, Unit 7	2.0324%
Building 10, Unit 8	2.0041%

In the event of partial or complete destruction, a partition action, or payment of insurance proceeds as a result of a partial or complete destruction, any surpluses or expenses shall be shared among the unit owners in accordance with the percentage of the unit ownership of the common elements as set forth above. With each phase of development, the percentage of such undivided interest in the common elements and facilities and Limited Common Elements appertaining to each such unit shall change. Any owner or mortgagee gaining an interest in any unit, prior to completion of all intended phases, consents to the automatic reduction and alteration of this fraction as may be determined, from time to time, using the aforementioned formula.

6. Paragraph #15 is amended to read as follows:

15. 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, and the common services provided to the unit owners, including municipal water and sewer service, shall be paid for by the Association. The Association shall make assessments against the unit owners, as well as the units themselves for such common expenses and for the creation of reserves for the payment of future common expenses with each unit sharing a one/forty-ninth (1/49th) share of said assessments. The percentage liability for common expenses and the right to common surpluses for each unit owner shall be determined by the creation of a fraction the numerator of which shall be one (1) and the denominator of which shall

be the total number of units constructed on the date of calculating this percentage. With each phase of development, the percentage shall change accordingly. It being the intent of the Declarant that the value shall initially be, after construction of the initial phase, one/forty-ninth (1/49th) per unit, and upon the conclusion of the total envisioned project, the percentage shall be one/one-hundred fifth (1/105th) value to each unit. Any unit owner or mortgagee gaining an interest in any unit, prior to completion of all intended phases, consents to the automatic alteration of this fraction, from time to time, using the aforementioned formula.

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 other common or limited common elements and facilities or services or by the abandonment of his unit.

A unit owner shall be liable for all assessments, or installments thereof, coming due while owning a unit. In a voluntary grant, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor for his or her share of the common expenses up to the time of the voluntary grant for which a statement of condominium lien is recorded, without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee for such assessments.

All common expenses and assessments, when due, shall immediately become a personal debt of the unit owner and also a lien, against the unit to which the charges are assessed, until paid, if a statement of lien is filed within two years after the date the assessment becomes due. The lien is effective against a unit at the time the assessment became due regardless of when within the two year period it is filed.

All sums assessed by an association but unpaid for the share of the common expenses chargeable to any unit constitutes a lien on the unit and on the undivided interest in the common elements appurtenant thereto prior to all other liens except:

- A. Liens of general and specific taxes;
- B. All sums unpaid on a first mortgage recorded prior to the making of the assessment;
- C. Mechanics liens filed prior to the making of the assessment;
- D. All sums unpaid on any mortgage loan made under Section 45.80 of the Wisconsin Statutes.

All other terms and conditions of the Condominium Declaration of Conditions, Covenants, Restrictions and Easements for Evan's Pond Condominium, as modified by this Amendment, shall be in full force and effect.

IN WITNESS WHEREOF, the said Declarant, M.A. Jordan, LLC, has caused this Amendment to Declaration to be executed at 8200 4th Ave, Wisconsin, this 16th day of July, 1995.

M.A. JORDAN, LLC

By: MARTIN A. JORDAN, MEMBER

LOOMIS ROAD LIMITED PARTNERSHIP
BY WALTON PROPERTIES, INC.,
MANAGING PARTNER

By: John E. Walton
JOHN E. WALTON, PRESIDENT

STATE OF WISCONSIN)
WAUKESHA COUNTY) ^{SS}

On this 16th day of July, 1996, before me personally came M.A. Jordan, LLC, by Martin A. Jordan, Member, to me known to be the person described in and who executed the foregoing instrument and said person acknowledged that said person executed the same freely and voluntarily, for the uses and purposes therein expressed.

Notary Public, State of Wisconsin
My Commission is permanent.

STATE OF WISCONSIN)
WAUKESHA COUNTY) ^{SS}

On this 16th day of July, 1996, before me personally came M.A. Jordan, LLC, by Loomis Road Limited Partnership by Walton Properties, Inc., Managing Partner, by John E. Walton, President, to me known to be the person described in and who executed the foregoing instrument and said person acknowledged that said person executed the same freely and voluntarily, for the uses and purposes therein expressed.

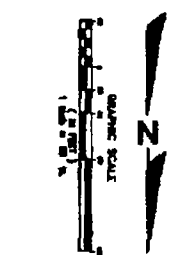


STEPHEN A. HARTMAN
Notary Public, State of Wisconsin
My Commission: Permanent

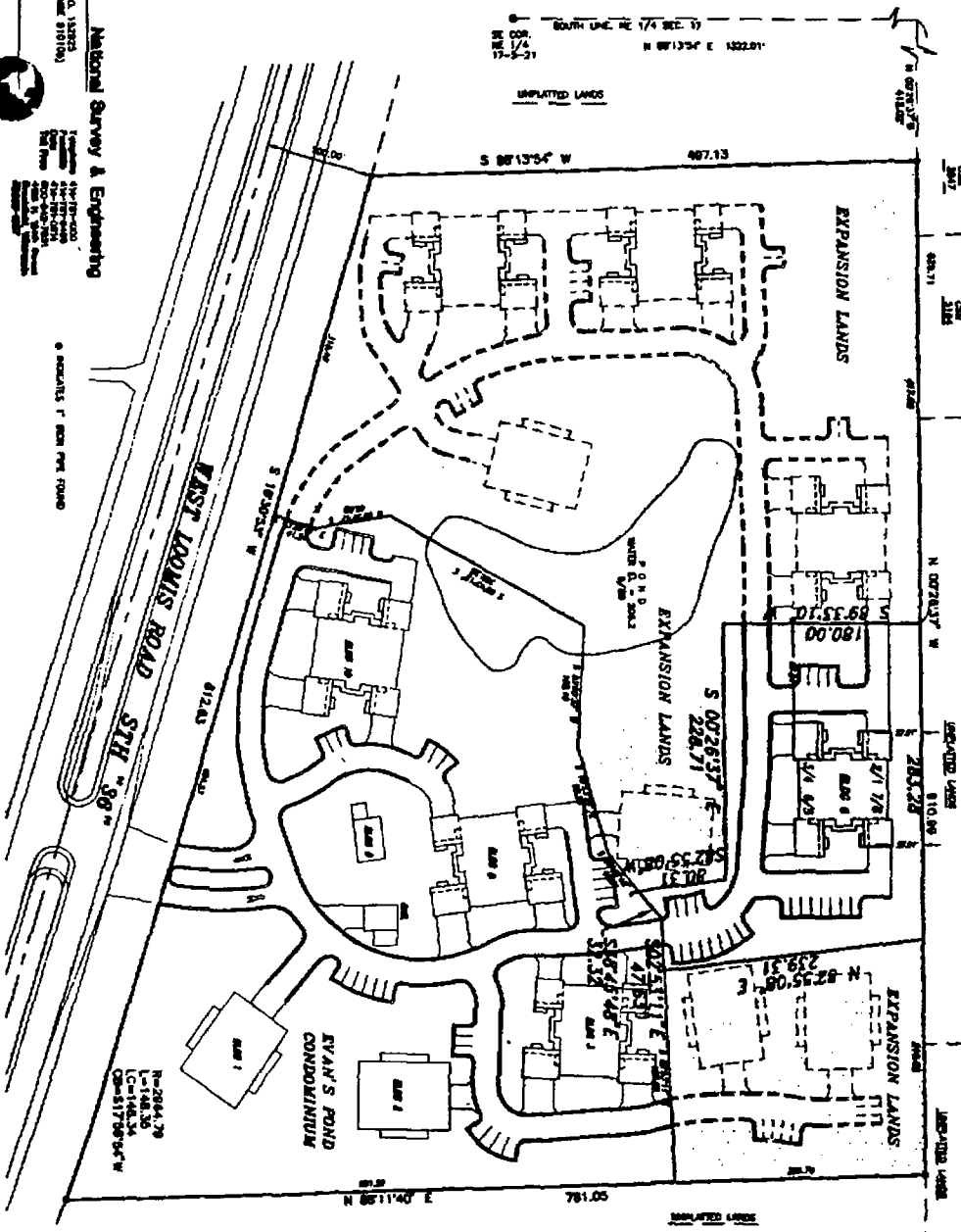
This instrument was drafted by
Attorney Marilee S. Shepard
TRAPP & HARTMAN, S.C.
14380 West Capitol Drive
Brookfield, Wisconsin 53005

National Survey & Engineering
 1001 W. 10th St.
 Des Moines, IA 50319
 Phone: (515) 281-1111
 Fax: (515) 281-1112
 E-mail: nsurvey@nsurvey.com
 Website: www.nsurvey.com

© RESIDES 1' FROM PAV. FOUND



SHEET 1 OF 4



EVAN'S POND CONDOMINIUM EXPANSION NO. 1

1. JOHN P. CASPICH, DO HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THIS SURVEY IS AN ACCURATE REPRESENTATION OF THE EXTERIOR BOUNDARY, INTERIOR BOUNDARY, AND THE LOCATION OF THE BUILDINGS AND APPURTENANCES ON THE SAID PROPERTY. THIS CONDOMINIUM IS A CORRECT REPRESENTATION OF EVAN'S POND CONDOMINIUM EXPANSION NO. 1 AND THE IDENTIFICATION AND LOCATION THEREOF. THE CONDOMINIUM ELEMENTS CAN BE DETERMINED FROM THE PLAN. THE CONDOMINIUM FLOOR PLANS SHOW ONLY THE APPROXIMATE DIMENSIONS, FLOOR AREAS AND LOCATION OF EACH UNIT.



TABLE 1 - TO BE REVIEWED BY THE STATE OF IOWA DEPT. OF LANDS

BUILDING	UNIT	FLOOR
1	101	1ST
1	102	1ST
1	103	1ST
1	104	1ST
1	105	1ST
1	106	1ST
1	107	1ST
1	108	1ST
1	109	1ST
1	110	1ST
1	111	1ST
1	112	1ST
1	113	1ST
1	114	1ST
1	115	1ST
1	116	1ST
1	117	1ST
1	118	1ST
1	119	1ST
1	120	1ST
1	121	1ST
1	122	1ST
1	123	1ST
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1	188	1ST
1	189	1ST
1	190	1ST
1	191	1ST
1	192	1ST
1	193	1ST
1	194	1ST
1	195	1ST
1	196	1ST
1	197	1ST
1	198	1ST
1	199	1ST
1	200	1ST

LEGAL DESCRIPTION OF
EVAN'S POND CONDOMINIUM
EXPANSION NO. 1

PART OF PARCEL 1 OF CERTIFIED SURVEY MAP NO. 8052, BEING A PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN, WHICH IS BOUNDED AND DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHEAST CORNER OF SAID 1/4 SECTION; THENCE SOUTH 88°13'54" WEST ALONG THE SOUTH LINE OF SAID 1/4 SECTION 1322.01 FEET TO A POINT; THENCE NORTH 00°28'37" WEST ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 17 AFORESAID 829.71 FEET TO THE POINT OF BEGINNING OF THE LANDS HEREIN DESCRIBED; THENCE CONTINUING NORTH 00°28'37" WEST ALONG SAID WEST LINE 283.28 FEET TO A POINT; THENCE NORTH 02°35'06" EAST 336.31 FEET TO A POINT; THENCE SOUTH 02°53'11" EAST 47.63 FEET TO A POINT; THENCE SOUTH 38°49'48" EAST 32.32 FEET TO A POINT; THENCE SOUTH 82°35'06" WEST 80.31 FEET TO A POINT; THENCE SOUTH 00°28'37" EAST 228.71 FEET TO A POINT; THENCE SOUTH 88°13'10" WEST 180.00 FEET TO THE POINT OF BEGINNING.
CONTAINING 1.3227 ACRES.

LEGAL DESCRIPTION OF
EVAN'S POND CONDOMINIUM

BEING PART OF PARCEL 1, CSM 8052, ALSO KNOWN AS:

THAT PART OF THE SE 1/4 OF THE NE 1/4 OF SECTION 17, T 5 N, R 21 E, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN, WHICH IS BOUNDED AND DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHEAST CORNER OF SAID 1/4 SECTION; THENCE SOUTH 88°13'54" WEST ALONG THE SOUTH LINE OF SAID 1/4 SECTION 1322.01 FT. TO A POINT;
THENCE NORTH 00°28'37" WEST ALONG THE WEST LINE OF THE SE 1/4 OF THE NE 1/4 OF SECTION 17 AFORESAID 1323.01 FT. TO A POINT;
THENCE NORTH 88°11'40" EAST 228.76 FT. TO THE POINT OF BEGINNING OF THE LANDS HEREIN DESCRIBED;
CONTINUING THENCE NORTH 88°11'40" EAST 551.29 FT. TO A POINT IN THE NORTHWESTERLY LINE OF WEST LOOMIS ROAD;
THENCE SOUTHWESTERLY ALONG THE NORTHWESTERLY LINE OF WEST LOOMIS ROAD 148.35 FT. ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHEAST WHOSE RADIUS IS 2984.79 FT. AND WHOSE CHORD BEARS SOUTH 17°50'54" WEST 148.34 FT. TO A POINT;
THENCE SOUTH 18°30'53" WEST ALONG SAID NORTHWESTERLY STREET LINE 484.23 FT. TO A POINT;
THENCE NORTH 73°28'43" WEST 41.24 FT. TO A POINT;
THENCE SOUTH 80°50'47" WEST 68.08 FT. TO A POINT;
THENCE NORTH 60°47'12" WEST 202.25 FT. TO A POINT;
THENCE NORTH 03°00'37" EAST 108.10 FT. TO A POINT;
THENCE NORTH 15°23'24" WEST 88.25 FT. TO A POINT;
THENCE NORTH 38°49'48" WEST 77.13 FT. TO A POINT;
THENCE NORTH 02°53'11" WEST 235.82 FT. TO THE POINT OF BEGINNING.
CONTAINING 3.482 ACRES, MORE OR LESS.

LEGAL DESCRIPTION OF
EVAN'S POND CONDOMINIUM
EXPANSION LANDS

PART OF PARCEL 1 OF CERTIFIED SURVEY MAP NO. 8052, BEING A PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN, WHICH IS BOUNDED AND DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHEAST CORNER OF SAID 1/4 SECTION; THENCE SOUTH 88°13'54" WEST ALONG THE SOUTH LINE OF SAID 1/4 SECTION 1322.01 FEET TO A POINT; THENCE NORTH 00°28'37" WEST ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 17 AFORESAID 412.02 FEET TO THE POINT OF BEGINNING OF THE LANDS HEREIN DESCRIBED; THENCE CONTINUING NORTH 00°28'37" WEST ALONG SAID WEST LINE 417.89 FEET TO A POINT; THENCE NORTH 88°13'10" EAST 180.00 FEET TO A POINT; THENCE NORTH 00°28'37" WEST 228.71 FEET TO A POINT; THENCE NORTH 82°55'06" EAST 80.31 FEET TO A POINT; THENCE SOUTH 38°49'48" EAST 44.81 FEET TO A POINT; THENCE SOUTH 15°23'24" EAST 98.25 FEET TO A POINT; THENCE SOUTH 00°00'37" WEST 108.10 FEET TO A POINT; THENCE SOUTH 80°47'12" EAST 202.25 FEET TO A POINT; THENCE NORTH 80°50'47" EAST 68.08 FEET TO A POINT; THENCE SOUTH 73°28'43" EAST 41.24 FEET TO A POINT ON THE NORTHWESTERLY LINE OF WEST LOOMIS ROAD; THENCE SOUTH 18°30'53" WEST ALONG THE NORTHWESTERLY LINE OF WEST LOOMIS ROAD 318.40 FEET TO A POINT; THENCE SOUTH 88°13'54" WEST AND PARALLEL TO THE SOUTH LINE OF SAID 1/4 SECTION 487.13 FEET TO THE POINT OF BEGINNING.

ALSO:

PART OF PARCEL 1 OF CERTIFIED SURVEY MAP NO. 6052 WHICH IS DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHWEST CORNER OF SAID PARCEL 1; THENCE NORTH 88°11'40" EAST ALONG THE NORTH LINE OF PARCEL 1 AFORESAID 228.76 FEET TO A POINT; THENCE SOUTH 02°53'11" EAST 187.99 FEET TO A POINT; THENCE SOUTH 82°55'06" WEST 239.31 FEET TO A POINT ON THE WEST LINE OF SAID PARCEL 1; THENCE NORTH 00°28'37" WEST ALONG THE WEST LINE OF PARCEL 1 AFORESAID 210.02 FEET TO THE POINT OF BEGINNING.

EVAN'S POND
CONDOMINIUM
CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN

LEGAL DESCRIPTION OF
EVAN'S POND CONDOMINIUM,
EVAN'S POND CONDOMINIUM EXPANSION NO. 1
AND EXPANSION LANDS

BEING PARCEL 1, CSM 8052, ALSO KNOWN AS:

THAT PART OF THE SE 1/4 OF THE NE 1/4 OF SECTION 17, T 5 N, R 21 E, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN, WHICH IS BOUNDED AND DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHEAST CORNER OF SAID 1/4 SECTION; THENCE SOUTH 88°13'54" WEST ALONG THE SOUTH LINE OF SAID 1/4 SECTION 1322.01 FT. TO A POINT;
THENCE NORTH 00°28'37" WEST ALONG THE WEST LINE OF THE SE 1/4 OF THE NE 1/4 OF SECTION 17 AFORESAID 412.02 FT. TO THE POINT OF BEGINNING OF THE LANDS HEREIN TO BE DESCRIBED;
CONTINUING THENCE NORTH 00°28'37" WEST 810.89 FT. TO THE NORTHWEST CORNER OF THE SE 1/4 OF SAID 1/4 SECTION;
THENCE NORTH 88°11'40" EAST ALONG THE NORTH LINE OF THE SE 1/4 OF THE NE 1/4 OF SECTION 17 AFORESAID 281.05 FT. TO A POINT IN THE NORTHWESTERLY LINE OF WEST LOOMIS ROAD;
THENCE SOUTHWESTERLY ALONG THE NORTHWESTERLY LINE OF WEST LOOMIS ROAD 148.35 FT. ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHEAST WHOSE RADIUS IS 2984.79 FT. AND WHOSE CHORD BEARS SOUTH 17°50'54" WEST 148.34 FT. TO A POINT;
THENCE SOUTH 18°30'53" WEST ALONG THE NORTHWESTERLY LINE OF WEST LOOMIS ROAD 812.83 FT. TO A POINT;
THENCE SOUTH 88°13'54" WEST AND PARALLEL TO THE SOUTH LINE OF SAID 1/4 SECTION 487.13 FT. TO THE POINT OF BEGINNING.

NOTES

1. ALL AREAS WITHIN THE CONDOMINIUM AND OUTSIDE OF THE UNITS, EXCEPT THOSE AREAS DESIGNATED AS LIMITED COMMON ELEMENTS, ARE COMMON ELEMENTS.
2. REFER TO SECTION 6.1 OF THE DECLARATION OF CONDOMINIUM FOR DESCRIPTION OF THE LIMITED COMMON ELEMENTS.
3. BEARINGS ARE REFERENCED TO THE SOUTH LINE OF THE NE 1/4 OF SECTION 17, T 5 N, R 21 E, WHICH BEARS S 88°13'54" WEST 1322.01 FEET TO A POINT.
4. THE DEVELOPER RESERVES THE RIGHT TO VARY THE NUMBER AND DIVISION OF ROADS AND BUILDINGS IN THE EXPANSION LANDS.

National Survey & Engineering

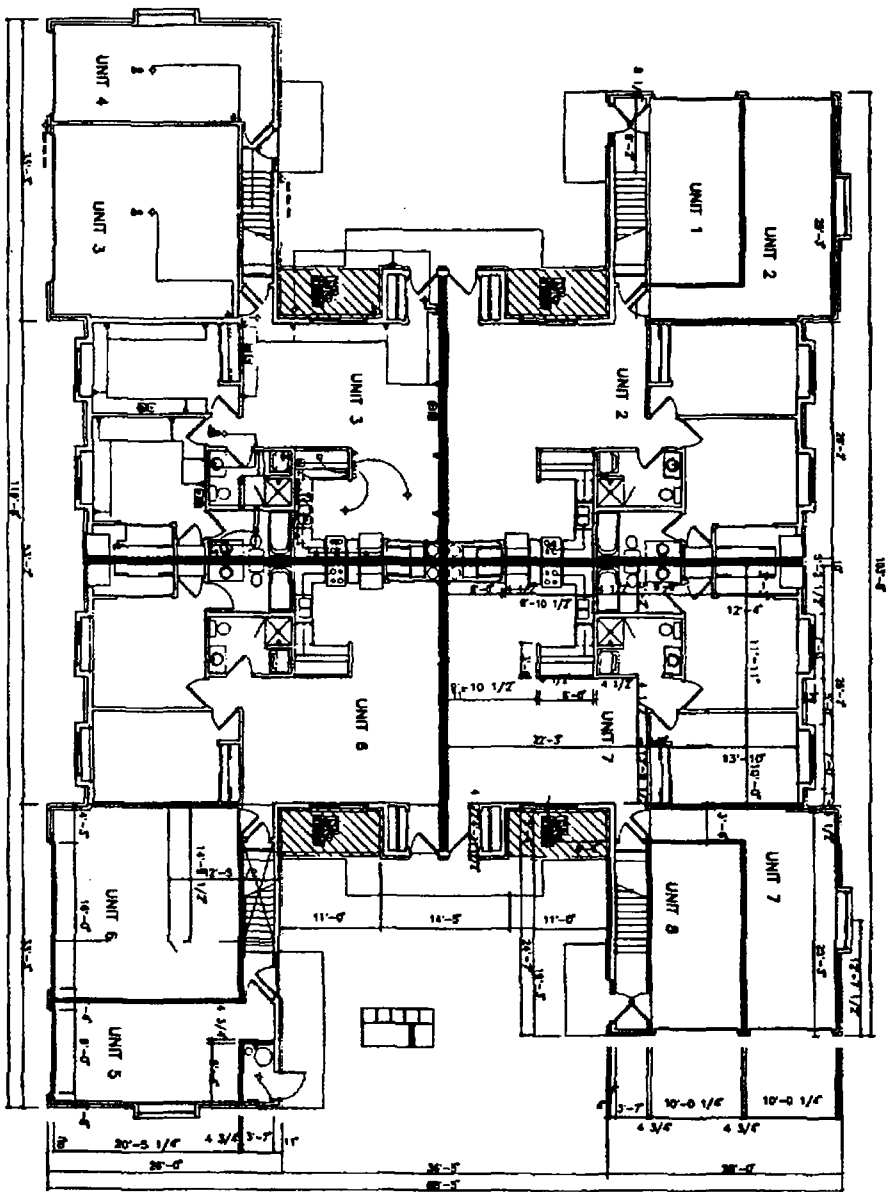
NO. 152220



Telephone 414-777-0000
Fax 414-777-0001
Cell 414-777-0002
Toll Free 800-948-7671
4800 W. North Street
Franklin, Wisconsin
53128-9007

THIS INSTRUMENT WAS DRAFTED BY JOHN P. CASACCI, ILS

SHEET 2 OF 4



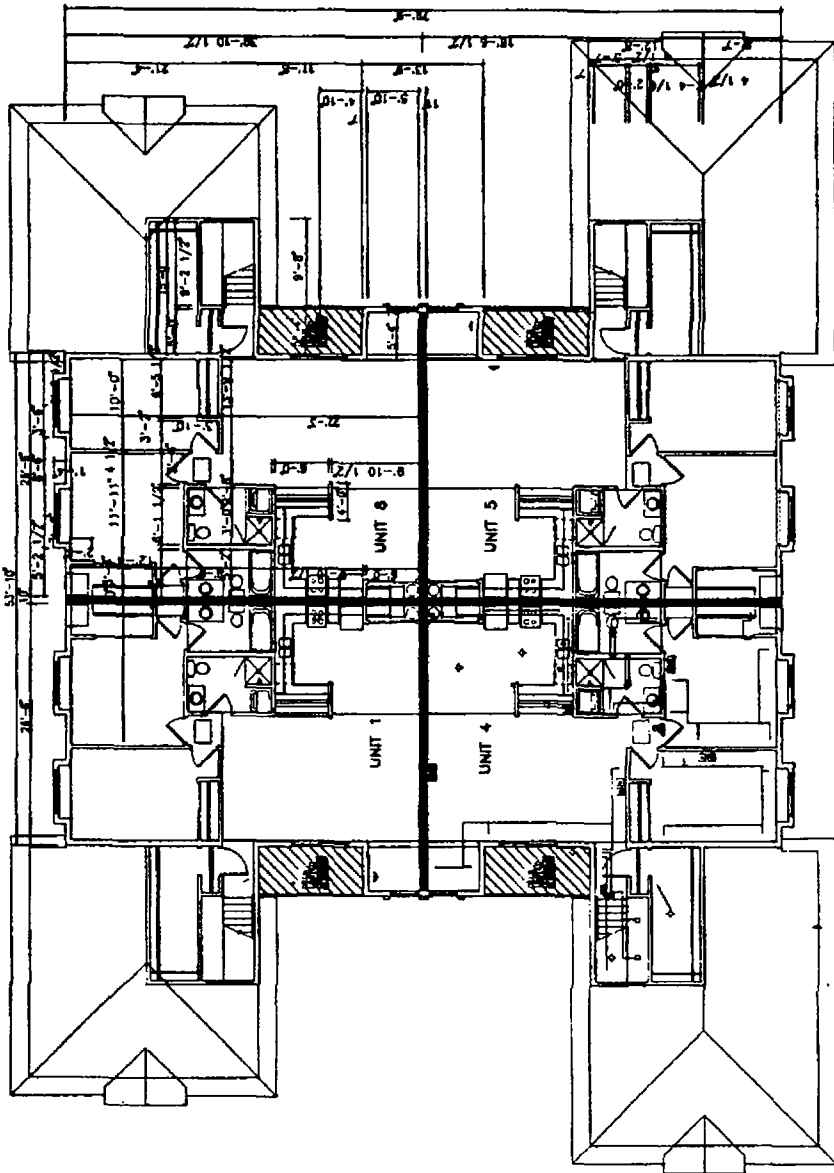
EVAN'S POND
CONDOMINIUM
EXPANSION NO. 1
CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN

FIRST FLOOR PLAN
BUILDING 6

EVAN'S POND
CONDOMINIUM
EXPANSION NO. 1
CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN

SECOND FLOOR PLAN
BUILDING 6

SHEET 4 OF 4



THIRD AMENDMENT TO
CONDOMINIUM DECLARATIONS
OF
CONDITIONS, COVENANTS, RESTRICTIONS AND EASEMENTS
FOR
EVAN'S POND CONDOMINIUM

This Amendment is made pursuant to the Condominium Ownership Act of the State of Wisconsin, Chapter 703 of Wisconsin Statutes, (hereinafter referred to as the "Act") this 19 day of September, 1996, by M.A. Jordan, LLC, by Martin A. Jordan and Loomis Road Limited Partnership, by Walton Properties, Inc., Managing Partner, members (hereinafter referred to as "Declarant").

WHEREAS, the Declarant on the 30th day of January, 1995, created Evan's Pond Condominium, pursuant to the Condominium Declarations of Conditions, Covenants, Restrictions and Easements for Evan's Pond Condominium, which were recorded in the office of the Register of Deeds for Milwaukee County on the 22nd day of February, 1995, Reel 3485, Image 193, as Document #7055739, as amended; and

WHEREAS, the Declarant is desirous of amending said Condominium Declarations.

NOW, THEREFORE, the Condominium Declarations of Conditions, Covenants, Restrictions and Easements for Evan's Pond Condominium, are hereby amended as follows:

1. The legal description of the subject property is as follows:

2.1 LEGAL DESCRIPTION. The following described real estate is subject to the provisions of this Declaration:

Being part of Parcel 1, Certified Survey Map No. 6052, also known as:

That part of the SE 1/4 of the NE 1/4 of Section 17, T 5 N, R 21 E, in the City of Franklin, Milwaukee County, Wisconsin, which is bounded and described as follows:

Commencing at the Southeast corner of said 1/4 Section; thence South 88° 13' 54" West along the South line of said 1/4 Section 1322.01 ft. to a point; thence North 00° 26' 37" West along the West line of the SE 1/4 of the NE 1/4 of Section 17 aforesaid 1323.01 ft. to a point; thence North 88° 11' 40" East 229.76 ft. to the point of beginning of the lands herein described; continuing thence North 88° 11' 40" East 551.29 ft. to a point in the Northwesterly line of West Loomis Road; thence Southwesterly along the Northwesterly line of West Loomis Road 148.35 ft. along the arc of a curve whose center lies to the Southeast whose radius is 2964.79 ft. and whose chord bears South 17° 56' 54" West 148.34 ft. to a point; thence South 16° 30' 53" West along said northwesterly street line 494.23 ft. to a point; thence North 73° 28' 43" West 41.24 ft. to a point; thence South 80° 50' 47" West 69.08 ft. to a point; thence North 60° 47' 12" West 202.25 ft. to a point; thence North 03° 00' 37" East 108.10 ft. to a point; thence North 15° 23' 24" West 98.25 ft. to a point; thence North 38° 45' 48" West 77.13 ft. to a point; thence North 02° 53' 11" West 235.62 ft. to the point of beginning, containing 5.482 acres, more or less.

Part of Parcel 1 of Certified Survey Map No. 6052, being a part of the Southeast 1/4 of the Northeast 1/4 of Section 17, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin, which is bounded and described as follows:

Commencing at the Southeast corner of said 1/4 Section; thence South 88° 13' 54" West along the South line of said 1/4 Section 1322.01 feet to a point; thence North 00° 26' 37" West along the West line of the Southeast 1/4 of the Northeast 1/4 of Section 17 aforesaid 829.71 feet to the point of beginning of the lands herein described; thence continuing North 00° 26' 37" West along said West line 283.28 feet to a point; thence North 82° 55' 08" East 239.31 feet to a point; thence South 02° 53' 11" East 47.63 feet to a point; thence South 38° 45' 48" East 32.32 feet to a point; thence South 82° 55' 08" West 80.31 feet to a point; thence South 00° 26' 37" East 228.71 feet to a point; thence South 89° 33' 10" West 180.00 feet to the point of beginning. Containing 1.3227 acres.

2. The garage plan for Building #2 is revised to exchange the garage spaces for Units 5 and 6 as per the attached plan.

All other terms and conditions of the Condominium Declaration of Conditions, Covenants, Restrictions and Easements for Evan's Pond Condominium, as modified by this Amendment, shall be in full force and effect.

THIRD AMENDMENT TO EVAN'S POND CONDOMINIUM

CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN

LEGAL DESCRIPTION OF PHASE I EVAN'S POND CONDOMINIUM

BEING PART OF PARCEL 1, CDM 0062, ALSO KNOWN AS:

THAT PART OF THE SE 1/4 OF THE NE 1/4 OF SECTION 17, T.5 N. R. 21 E. IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN, WHICH IS BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID 1/4 SECTION; THENCE SOUTH 88° 13' 54" WEST ALONG THE SOUTH LINE OF SAID 1/4 SECTION 1322.01 FT. TO A POINT; THENCE NORTH 00° 28' 37" WEST ALONG THE WEST LINE OF THE SE 1/4 OF THE NE 1/4 OF SECTION 17 AFORESAID 1322.01 FT. TO A POINT; THENCE NORTH 00° 11' 40" EAST 228.71 FT. TO THE POINT OF BEGINNING OF THE LANDS HEREIN DESCRIBED; CONTINUING THENCE NORTH 88° 11' 40" EAST 881.28 FT. TO A POINT IN THE NORTHWESTERLY LINE OF WEST LOOMIS ROAD; THENCE SOUTHWESTERLY ALONG THE NORTHWESTERLY LINE OF WEST LOOMIS ROAD 148.36 FT. ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHEAST WHOSE RADIUS IS 2084.78 FT. AND WHOSE CHORD BEARS SOUTH 17° 30' 54" WEST 148.36 FT. TO A POINT; THENCE SOUTH 16° 30' 54" WEST ALONG SAID NORTHWESTERLY STREET LINE 494.23 FT. TO A POINT; THENCE NORTH 73° 28' 43" WEST 41.24 FT. TO A POINT; THENCE SOUTH 88° 47' 12" WEST 48.08 FT. TO A POINT; THENCE NORTH 80° 47' 12" WEST 202.25 FT. TO A POINT; THENCE NORTH 03° 00' 37" EAST 108.10 FT. TO A POINT; THENCE NORTH 15° 23' 26" WEST 88.25 FT. TO A POINT; THENCE NORTH 36° 48' 48" WEST 77.13 FT. TO A POINT; THENCE NORTH 02° 53' 11" WEST 228.42 FT. TO THE POINT OF BEGINNING. CONTAINING 3.482 ACRES, MORE OR LESS.

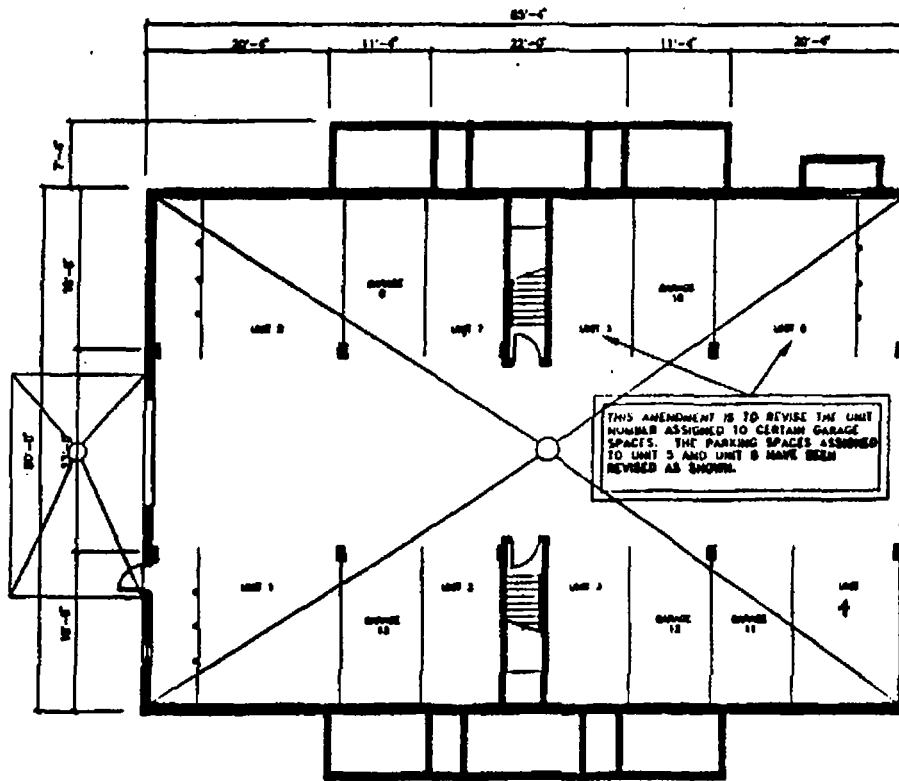
LEGAL DESCRIPTION OF EVAN'S POND CONDOMINIUM EXPANSION NO. 1

PART OF PARCEL 1 OF CERTIFIED SURVEY MAP NO. 0062, BEING A PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN, WHICH IS BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID 1/4 SECTION; THENCE SOUTH 88° 13' 54" WEST ALONG THE SOUTH LINE OF SAID 1/4 SECTION 1322.01 FEET TO A POINT; THENCE NORTH 00° 28' 37" WEST ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 17 AFORESAID 1322.01 FEET TO THE POINT OF BEGINNING OF THE LANDS HEREIN DESCRIBED; THENCE CONTINUING NORTH 00° 28' 37" WEST ALONG SAID WEST LINE 283.28 FEET TO A POINT; THENCE NORTH 87° 55' 08" EAST 238.31 FEET TO A POINT; THENCE SOUTH 02° 53' 11" EAST 47.83 FEET TO A POINT; THENCE SOUTH 36° 48' 48" EAST 32.32 FEET TO A POINT; THENCE SOUTH 87° 55' 08" WEST 80.31 FEET TO A POINT; THENCE SOUTH 00° 28' 37" EAST 238.71 FEET TO A POINT; THENCE SOUTH 88° 13' 54" WEST 180.08 FEET TO THE POINT OF BEGINNING. CONTAINING 1.3227 ACRES.

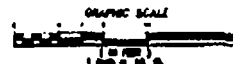
SURVEYOR'S CERTIFICATE

I, JOHN P. CARUGO, RLS., DO HEREBY CERTIFY THAT THIS AMENDMENT SHOWS THE REVISION OF THE LOCATION OF THE PARKING STALL ASSIGNMENTS FOR UNITS 5 AND 8.

John P. Carugo 9-17-86
JOHN P. CARUGO DATE



FRONT GARAGE PLAN BUILDING 2



137825 - SPCD-10 (9/10/88)
THIS INSTRUMENT WAS DRAFTED BY JOHN P. CARUGO, RLS.

REEL 3953 IMAG 608 FEB 02 1997

7305982

RETURN TO:
TRAPP + HARTMAN, S.C.
14380 W. Capitol Dr.
Brookfield, WI 53005

PARCEL IDENTIFIER NUMBER:

**FOURTH AMENDMENT TO CONDOMINIUM
DECLARATIONS OF CONDITIONS,
COVENANTS, RESTRICTIONS AND
EASEMENTS FOR EVAN'S POND
CONDOMINIUM**

REGISTER'S OFFICE
Milwaukee County, Wis. } SS 9:50 AM
RECORDED AT 9:50 AM

DEC 23 1996

REEL 3953 IMAGE 608 to 624 incl.

Walter B. Buehl REGISTER
OF DEEDS

7305982
RECORD 42.00

This Amendment is made pursuant to the Condominium Ownership Act of the State of Wisconsin, Chapter 703 of Wisconsin Statutes, (hereinafter referred to as the "Act") this 16th day of December 1996, by M.A. Jordan, LLC, by Martin A. Jordan and Loomis Road Limited Partnership, by Walton Properties, Inc., Managing Partner, members (hereinafter referred as "Declarant").

WHEREAS, the Declarant on the 30th day of January, 1995, created Evan's Pond Condominium, pursuant to the Condominium Declarations of Conditions, Covenants, Restrictions and Easements for Evan's Pond Condominium, which were recorded in the office of the Register of Deeds for Milwaukee County on the 22nd day of February, 1995, Reel 3485, Image 193, as Document #7055739, as amended; and

WHEREAS, the Declarant is desirous of amending said Condominium Declarations.

NOW, THEREFORE, the Condominium Declarations of Conditions, Covenants, Restrictions and Easements for Evan's Pond Condominium, are hereby amended as follows:

1. Paragraph #2.1 is amended to read as follows:

2.1 LEGAL DESCRIPTION. The following described real estate is subject to the provisions of this Declaration:

Being part of Parcel 1, Certified Survey Map No. 6052, also known as:

4200

That part of the SE 1/4 of the NE 1/4 of Section 17, T 5 N, R 21 E, in the City of Franklin, Milwaukee County, Wisconsin, which is bounded and described as follows:

Commencing at the Southeast corner of said 1/4 Section; thence South 88° 13' 54" West along the South line of said 1/4 Section 1322.01 ft. to a point; thence North 00° 26' 37" West along the West line of the SE 1/4 of the NE 1/4 of Section 17 aforesaid 1323.01 ft. to a point; thence North 88° 11' 40" East 229.76 ft. to the point of beginning of the lands herein described; continuing thence North 88° 11' 40" East 551.29 ft. to a point in the Northwesternly line of West Loomis Road; thence Southwesterly along the Northwesternly line of West Loomis Road 148.35 ft. along the arc of a curve whose center lies to the Southeast whose radius is 2964.79 ft. and whose chord bears South 17° 56' 54" West 148.34 ft. to a point; thence South 16° 30' 53" West along said northwesterly street line 494.23 ft. to a point; thence North 73° 28' 43" West 41.24 ft. to a point; thence South 80° 50' 47" West 69.08 ft. to a point; thence North 60° 47' 12" West 202.25 ft. to a point; thence North 03° 00' 37" East 108.10 ft. to a point; thence North 15° 23' 24" West 98.25 ft. to a point; thence North 38° 45' 48" West 77.13 ft. to a point; thence North 02° 53' 11" West 235.62 ft. to the point of beginning, containing 5.482 acres, more or less.

Part of Parcel 1 of Certified Survey Map No. 6052, being a part of the Southeast 1/4 of the Northeast 1/4 of Section 17, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin, which is bounded and described as follows:

Commencing at the Southeast corner of said 1/4 Section; thence South 88° 13' 54" West along the South line of said 1/4 Section 1322.01 feet to a point; thence North 00° 26' 37" West along the West line of the Southeast 1/4 of the Northeast 1/4 of Section 17 aforesaid 829.71 feet to the point of beginning of the lands herein described; thence continuing North 00° 26' 37" West along said West line 283.28 feet to a point; thence North 82° 55' 08" East 239.31 feet to a point; thence South 02° 53' 11" East 47.63 feet to a point; thence South 38° 45' 48" East 32.32 feet to a point; thence South 82° 55' 08" West 80.31 feet to a point; thence South 00° 26' 37" East 228.71 feet to a point; thence South 89° 33' 10" West 180.00 feet to the point of beginning. Containing 1.3227 acres.

Part of Parcel 1 of Certified Survey Map No. 6052, being a part of the Southeast 1/4 of the Northeast 1/4 of Section 17, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin, which is bounded and described as follows:

Commencing at the Southeast corner of said 1/4 Section; thence South 88°13'54" West along the South line of said 1/4 Section 1322.01 feet to a point; thence North 00°26'37" West along the West line of the Southeast 1/4 of the Northeast 1/4 of Section 17 aforesaid 829.71 feet to a point; thence North 89°33'10" East 180.00 feet to the point of beginning of the lands herein described; thence North 00°26'37" West 228.71 feet to a point; thence North 82°55'08" East 80.31 feet to a point; thence South 38°45'48" East 44.81 feet to a point; thence South 15°23'24" East 98.25 feet to a point; thence South 03°00'37" West 108.10 feet to a point; thence South 89°33'10" West 126.39 feet to the point of beginning. Containing 0.6503 acres.

AND

Part of Parcel 1 of Certified Survey Map No. 6052, being a part of the Southeast 1/4 of the Northeast 1/4 of Section 17, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin, which is bounded and described as follows:

Commencing at the Southeast corner of said 1/4 Section; thence South 88°13'54" West along the South line of said 1/4 Section 1322.01 feet to a point; thence North 00°26'37" West along the West line of the Southeast 1/4 of the Northeast 1/4 of Section 17 aforesaid 1323.01 feet to a point, said point being the Northwest corner of said Parcel 1; thence North 88°11'40" East along the North line of Parcel 1 aforesaid 119.76 feet to the point of beginning of the lands herein described; thence continuing North 88°11'40" East along said North line 110.00 feet to a point; thence South 02°53'11" East 187.99 feet to a point; thence South 82°55'08" West 120.32 feet to a point; thence North 01°48'19" West 198.45 feet to the point of beginning. Containing 0.4960 acres.

2. Paragraph #2.3 is amended to read as follows:

2.3 PARCELS WHICH MAY BE ADDED TO THE CONDOMINIUM.

The real estate which the Declarant reserves the right to submit and subject as additional parcel or parcels of real estate to this condominium are as follows:

Part of Parcel 1 of Certified Survey Map No. 6052, being a part of the Southeast 1/4 of the Northeast 1/4 of Section 17, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin, which is bounded and described as follows:

Commencing at the Southeast corner of said 1/4 Section; thence South 88°13'54" West along the South line of said 1/4 Section 1322.01 feet to a point; thence North 00°26'37" West along the West line of the Southeast 1/4 of the Northeast 1/4 of Section 17 aforesaid 412.02 feet to the point of beginning of the lands herein described; thence continuing North 00°26'37" West along said West line 417.69 feet to a point; thence North 89°33'10" East 306.39 feet to a point; thence South 60°47'12" East 202.25 feet to a point; thence North 80°50'47" East 69.08 feet to a point; thence South 73°28'43" East 41.24 feet to a point on the northwesterly line of West Loomis Road; thence South 16°30'53" West along the Northwesterly line of West Loomis Road 318.40 feet to a point; thence South 88°13'54" West and parallel to the South line of said 1/4 Section 497.13 feet to the point of beginning.

ALSO,

Part of Parcel 1 of Certified Survey Map No. 6052, which is described as follows: Beginning at the Northwest corner of said Parcel 1; thence North 88°11'40" East along the North line of Parcel 1 aforesaid 119.76 feet to a point; thence South 01°48'19" East 198.45 feet to a point; thence South 82°55'08" West 118.99 feet to a point on the West line of said Parcel 1; thence North 00°26'37" West along the West line of Parcel 1 aforesaid 210.02 feet to the point of beginning.

3. Paragraph #3 is amended to read as follows:

3. DESCRIPTION AND LOCATION OF BUILDINGS

There shall be nine (9) buildings on the real estate described in Section 2.1 above which shall contain a total of sixty-five (65) living units.

One (1) building (Building 9) shall contain one (1) living unit and shall be a two-story single-family dwelling with a two and one-half (2 1/2) car detached garage unit.

Four (4) buildings (Buildings 3, 6, 8 and 10) shall be two (2) stories in height with four (4) living units on each floor with each unit having an attached garage which may accommodate one (1) or two (2) automobiles.

Four (4) buildings (Buildings 1, 2, 4 and 7) shall be two (2) stories in height with four (4) living units on each floor. In addition, the buildings shall provide an underground parking area with each unit being assigned one (1) parking stall. Five (5) additional

underground stalls are available per building and may be purchased by the Unit Owners at the option of the Declarant.

The Declarant shall have the right to subject an additional forty (40) units to this Condominium Declaration by constructing an additional five (5) buildings on the real estate described in Paragraph 2.3.

Enlargement of the condominium is at the discretion of the Declarant and there is no obligation or commitment on the part of the Declarant, nor are unit owners given any rights, to add any property or construct any additional units as a part of the original condominium. The Declarant may develop a portion only and not all of the additional property and units as specified in Paragraph 2.3.

Complete construction details are contained in working plans and drawings available for inspection at the office of the Declarant. The buildings are to be located on the real estate as indicated in the Survey marked Exhibit "A" attached hereto and made a part of this Declaration. The buildings and units are more fully described in the Condominium Plat attached hereto and made a part hereof. Declarant shall have the right to amend this Declaration at its sole discretion for the purpose of recording a plat of survey or plans depicting the lay-out, location, unit numbers and dimensions of the buildings and units as finally located and erected. Declarant reserves the right, subject to approval of the City of Franklin, to change the layout and dimensions of the buildings and units shown in Exhibit "A" which are not presently constructed, provided that such changes will not substantially alter the architectural design, nature and quality of the buildings and units.

4. Paragraph #4 is amended to read as follows:

4. NUMBER AND IDENTIFICATION OF UNITS

4.1 NUMBER. There shall be a total of sixty-five (65) condominium units in Evan's Pond Condominium. There may be as many as one hundred five (105) units in Evan's Pond Condominium.

4.2 IDENTIFICATION. 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, ceilings, windows, window frames, doors and door frames of the buildings, as said boundaries are shown on the building and floor plans attached hereto as Exhibit "A", together with all fixtures and improvements therein contained. Each unit may also consist of one (1) or more garage units

which are intended for individual private use comprised of one (1) or more cubicles of air having outer boundaries formed by the interior surfaces of the perimeter walls, floors, ceilings, windows, window frames, doors and door frames, of the building, as said perimeters are shown on the Condominium Plat attached hereto as Exhibit "A", together with all fixtures and improvements therein contained. A living unit and garage unit(s) may not be separated. Some units may consist of a parking stall which is intended for individual, private use comprised of one (1) or more cubicles of air having boundaries formed by the interior surface of the perimeter floor together with a vertical plane perpendicular to the floor originating with the lines designating the stall as shown on the Plat attached hereto. The ceiling of the cubicle of air shall be nine (9) feet above the designated floor to the point of interception with the vertical planes.

The units are designated by identifying numbers, and their location, 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 Exhibit "A" attached hereto. The post office addresses of the units are as follows:

Building 1 - 9302 West Loomis Road, Franklin, Wisconsin
53132
Building 2 - 9312 West Loomis Road, Franklin, Wisconsin
53132
Building 3 - 9322 West Loomis Road, Franklin, Wisconsin
53132
Building 4 - 9332 West Loomis Road, Franklin, Wisconsin
53132
Building 6 - 9354 West Loomis Road, Franklin, Wisconsin
53132
Building 7 - 9364 West Loomis Road, Franklin, Wisconsin
53132
Building 8 - 9374 West Loomis Road, Franklin, Wisconsin
53132
Building 9 - 9380 West Loomis Road, Franklin, Wisconsin
53132
Building 10- 9390 West Loomis Road, Franklin, Wisconsin
53132

5. Paragraph #7 is amended to read as follows:

7. PERCENTAGE OF OWNERSHIP IN COMMON ELEMENTS AND FACILITIES

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 in 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 right 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 appertaining to each unit and its owner shall be as follows:

Building 1, Unit 1	1.5075%
Building 1, Unit 2	1.5404%
Building 1, Unit 3	1.5568%
Building 1, Unit 4	1.5075%
Building 1, Unit 5	1.5075%
Building 1, Unit 6	1.5568%
Building 1, Unit 7	1.5404%
Building 1, Unit 8	1.5075%
Building 1, Garage 9	0.0328%
Building 1, Garage 10	0.0328%
Building 1, Garage 11	0.0328%
Building 1, Garage 12	0.0328%
Building 1, Garage 13	0.0328%
Building 2, Unit 1	1.5075%
Building 2, Unit 2	1.5404%
Building 2, Unit 3	1.5568%
Building 2, Unit 4	1.5075%
Building 2, Unit 5	1.5075%
Building 2, Unit 6	1.5568%
Building 2, Unit 7	1.5404%
Building 2, Unit 8	1.5075%
Building 2, Garage 9	0.0328%
Building 2, Garage 10	0.0328%
Building 2, Garage 11	0.0328%
Building 2, Garage 12	0.0328%
Building 2, Garage 13	0.0328%
Building 3, Unit 1	1.5075%
Building 3, Unit 2	1.4747%
Building 3, Unit 3	1.5289%
Building 3, Unit 4	1.5075%
Building 3, Unit 5	1.5075%
Building 3, Unit 6	1.5289%
Building 3, Unit 7	1.4747%
Building 3, Unit 8	1.5075%

REEL 3953 INAG 615

Building 4, Unit 1	1.5075%
Building 4, Unit 2	1.5404%
Building 4, Unit 3	1.5568%
Building 4, Unit 4	1.5075%
Building 4, Unit 5	1.5075%
Building 4, Unit 6	1.5568%
Building 4, Unit 7	1.5404%
Building 4, Unit 8	1.5075%
Building 4, Garage 9	0.0328%
Building 4, Garage 10	0.0328%
Building 4, Garage 11	0.0328%
Building 4, Garage 12	0.0328%
Building 4, Garage 13	0.0328%

Building 6, Unit 1	1.5075%
Building 6, Unit 2	1.5289%
Building 6, Unit 3	1.4747%
Building 6, Unit 4	1.5075%
Building 6, Unit 5	1.5075%
Building 6, Unit 6	1.4747%
Building 6, Unit 7	1.5289%
Building 6, Unit 8	1.5075%

Building 7, Unit 1	1.5075%
Building 7, Unit 2	1.5404%
Building 7, Unit 3	1.5568%
Building 7, Unit 4	1.5075%
Building 7, Unit 5	1.5075%
Building 7, Unit 6	1.5568%
Building 7, Unit 7	1.5404%
Building 7, Unit 8	1.5075%
Building 7, Garage 9	0.0328%
Building 7, Garage 10	0.0328%
Building 7, Garage 11	0.0328%
Building 7, Garage 12	0.0328%
Building 7, Garage 13	0.0328%

Building 8, Unit 1	1.5075%
Building 8, Unit 2	1.4747%
Building 8, Unit 3	1.5289%
Building 8, Unit 4	1.5075%
Building 8, Unit 5	1.5075%
Building 8, Unit 6	1.5289%
Building 8, Unit 7	1.4747%
Building 8, Unit 8	1.5075%

Building 9	2.2946%
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Building 10, Unit 1	1.5075%
Building 10, Unit 2	1.5289%
Building 10, Unit 3	1.4747%
Building 10, Unit 4	1.5075%
Building 10, Unit 5	1.5075%
Building 10, Unit 6	1.4747%
Building 10, Unit 7	1.5289%
Building 10, Unit 8	1.5075%

In the event of partial or complete destruction, a partition action, or payment of insurance proceeds as a result of a partial or complete destruction, any surpluses or expenses shall be shared among the unit owners in accordance with the percentage of the unit ownership of the common elements as set forth above. With each phase of development, the percentage of such undivided interest in the common elements and facilities and Limited Common Elements appertaining to each such unit shall change. Any owner or mortgagee gaining an interest in any unit, prior to completion of all intended phases, consents to the automatic reduction and alteration of this fraction as may be determined, from time to time, using the aforementioned formula.

6. Paragraph #15 is amended to read as follows:

15. 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, and the common services provided to the unit owners, including municipal water and sewer service, shall be paid for by the Association. The Association shall make assessments against the unit owners, as well as the units themselves for such common expenses and for the creation of reserves for the payment of future common expenses with each unit sharing a one/sixty-fifth (1/65th) share of said assessments. The percentage liability for common expenses and the right to common surpluses for each unit owner shall be determined by the creation of a fraction the numerator of which shall be one (1) and the denominator of which shall be the total number of units constructed on the date of calculating this percentage. With each phase of development, the percentage shall change accordingly. It being the intent of the Declarant that the value shall initially be, after construction of the initial phase, one/sixty-fifth (1/65th) per unit, and upon the conclusion of the total envisioned project, the percentage shall be one/one-hundred fifth (1/105th) value to each unit. Any unit owner or mortgagee gaining an interest in any unit, prior to completion of all intended phases, consents to the automatic alteration of this fraction, from time to time, using the aforementioned formula.

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 other common or limited common elements and facilities or services or by the abandonment of his unit.

A unit owner shall be liable for all assessments, or installments thereof, coming due while owning a unit. In a voluntary grant, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor for his or her share of the common expenses up to the time of the voluntary grant for which a statement of condominium lien is recorded, without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee for such assessments.

All common expenses and assessments, when due, shall immediately become a personal debt of the unit owner and also a lien, against the unit to which the charges are assessed, until paid, if a statement of lien is filed within two years after the date the assessment becomes due. The lien is effective against a unit at the time the assessment became due regardless of when within the two year period it is filed.

All sums assessed by an association but unpaid for the share of the common expenses chargeable to any unit constitutes a lien on the unit and on the undivided interest in the common elements appurtenant thereto prior to all other liens except:

- A. Liens of general and specific taxes;
- B. All sums unpaid on a first mortgage recorded prior to the making of the assessment;
- C. Mechanics liens filed prior to the making of the assessment;
- D. All sums unpaid on any mortgage loan made under Section 45.80 (1989 Stats.) of the Wisconsin Statutes;
- E. A lien under Section 144.442(9)(i), 144.76(13) or 144.77(6)(d), of the Wisconsin Statutes.

All other terms and conditions of the Condominium Declaration of Conditions, Covenants, Restrictions and Easements for Evan's Pond Condominium, as modified by this Amendment, shall be in full force and effect.

IN WITNESS WHEREOF, the said Declarant, M.A. Jordan, LLC, has caused this Amendment to Declaration to be executed at Brookfield, Wisconsin, this 16th day of December, 19 96.

M.A. JORDAN, LLC

By: *Martin A. Jordan*
MARTIN A. JORDAN, MEMBER

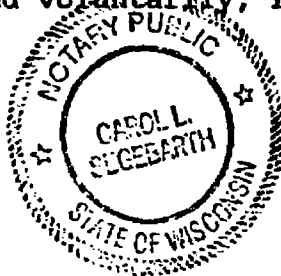
LOOMIS ROAD LIMITED PARTNERSHIP
BY WALTON PROPERTIES, INC.,
MANAGING PARTNER

By: *John E. Walton*
JOHN E. WALTON, PRESIDENT

STATE OF WISCONSIN)

WAUKESHA COUNTY)^{SS}

On this 16th day of December, 19 96, before me personally came M.A. Jordan, LLC, by Martin A. Jordan, Member, to me known to be the person described in and who executed the foregoing instrument and said person acknowledged that said person executed the same freely and voluntarily, for the uses and purposes therein expressed.



Carol L. Segebarth
Carol L. Segebarth
Notary Public, State of Wisconsin
My Commission ~~is~~ permanent.
Expires August 29, 1999

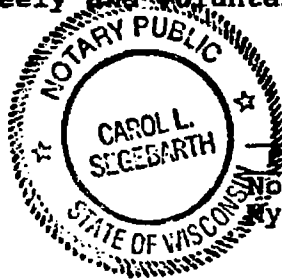
STATE OF WISCONSIN)

WAUKESHA COUNTY)^{SS}

On this 16th day of December, 19 96, before me personally came M.A. Jordan, LLC, by Loomis Road Limited Partnership by Walton Properties, Inc., Managing Partner, by John E. Walton, President, to me known to be the person described in and who executed

REEL 3953 INAC 619

the foregoing instrument and said person acknowledged that said person executed the same freely and voluntarily, for the uses and purposes therein expressed.



Carol L. Segebarth

Carol L. Segebarth

Notary Public, State of Wisconsin

My Commission: August 29, 1999

This instrument was drafted by:
Attorney Stephen A. Hartman
TRAPP & HARTMAN, S.C.
14380 West Capitol Drive
Brookfield, Wisconsin 53005

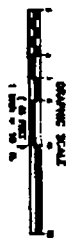
LEGAL DESCRIPTION OF
EVA'S POND CONDOMINIUM,
EVA'S POND CONDOMINIUM EXPANSION NO. 1
EVA'S POND CONDOMINIUM EXPANSION NO. 2
AND EXPANSION LOTS

[illegible]

POINT OF PARALLEL 1 OF CERTIFIED SURVEY MAP NO. 6042 WHICH IS DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID PARCEL, THE BECKET BEING BE 11° 07' EAST ALONG THE NORTH LINE OF PARCEL 2, ADDRESS NO. 118-78, T121 TO THE POINT; THENCE SOUTH 01° 48' 17" EAST 108.45 FEET TO A POINT; THENCE SOUTH 82° 25' 58" WEST 118.94 FEET TO A POINT ON THE EAST LINE OF SAID PARCEL 1; THENCE NORTH 07° 28' 13" WEST ALONG THE EAST LINE OF PARCEL 1, ADDRESS NO. 211222, T121 TO THE POINT OF BEGINNING.

THE FIRST PART OF THE SE 1/4 OF SECTION 17, T. 5 S., R. 21 E., IN THE
COUNTY OF GARFIELD, STATE OF UTAH, BEING MORE OR LESS
DESCRIBED AS FOLLOWS: COMMENCING AT A POINT IN THE EAST CORNER AND
CORNER OF THE SOUTHWEST CORNER OF SAID 1/4 SECTION;
THENCE SOUTH 89° 13' 30" WEST ALONG THE SOUTH LINE OF SAID 1/4 SECTION
A DISTANCE OF 18.15 FEET WEST ALONG THE WEST LINE OF THE SE 1/4 OF THE
E 1/4 OF SECTION 17, NORTHEASTLY 61.02 FT. TO THE POINT OF BEGINNING OF
THE LAND HEREIN TO BE DESCRIBED; THENCE WEST 81.04 FT. TO THE NORTHWEST
CORNER OF THE SE 1/4 OF SECTION 17; THENCE NORTH 89° 13' 30" WEST
A DISTANCE OF 18.15 FEET ALONG THE NORTH LINE OF THE SE 1/4 OF THE
E 1/4 OF SECTION 17 APPROXIMATE 78.05 FT. TO A POINT IN THE
NORTHWEST LINE OF THE WEST LONES ROAD; THENCE SOUTHERLY ALONG THE WEST LONES
ROAD 148.25 FT. ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE
SOUTHWEST WHOSE RADIIUS IS 2044.78 FT. AND WHOSE CHORD MEAS-
URES 17.56 FEET WEST 17.56 FT. TO A POINT;
THENCE SOUTHWEST 17.56 FEET ALONG THE NORTHWEST LINE OF WEST
LONES ROAD 812.63 FT. TO A POINT;
THENCE SOUTH 89° 13' 30" WEST AND PARALLEL TO THE SOUTH LINE OF SAID
1/4 SECTION 463.13 FT. TO THE POINT OF BEGINNING.

1. ALL ALIAS within the CONDOMINIUM are OUTSIDE of the UNIT, EXCEPT those ALIAS that are specifically listed in the Declaration of Condominium and are maintained as Limited Common Elements, and Common Elements.
2. FLOOR 1, SECTION 11 OF THE DECLARATION OF CONDOMINIUMS FOR MICROAPARTS OF THE LIMITED COMMON ELEMENTS.
3. BALCONIES ARE RESTRICTED TO THE LOAD-BEARING OF NOT MORE THAN 1/4 OF SECTION 11, 1/2 OF SECTION 12, WHICH ARE 8' BY 12' IN SIZE, AND SECONDARY FLOOR PLANT COORDINATING.
4. THE DECLARATION ALLOWS THE RIGHT TO HAVE THE BALCONY AND TERRACE OF THE UNIT AND BALCONY BE MAINTAINED BY THE CONDOMINIUM.



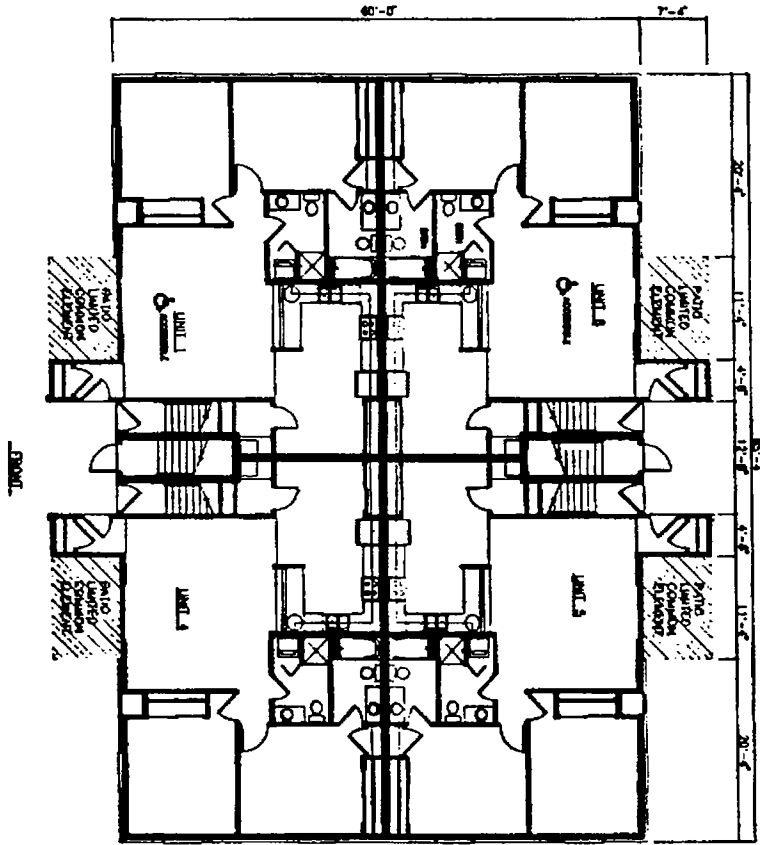
EVAN'S POND
CONDOMINIUM
EXPANSION NO. 2
CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN



FIRST FLOOR PLAN
BUILDING 4
BUILDING 7

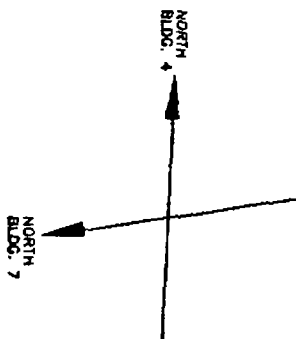
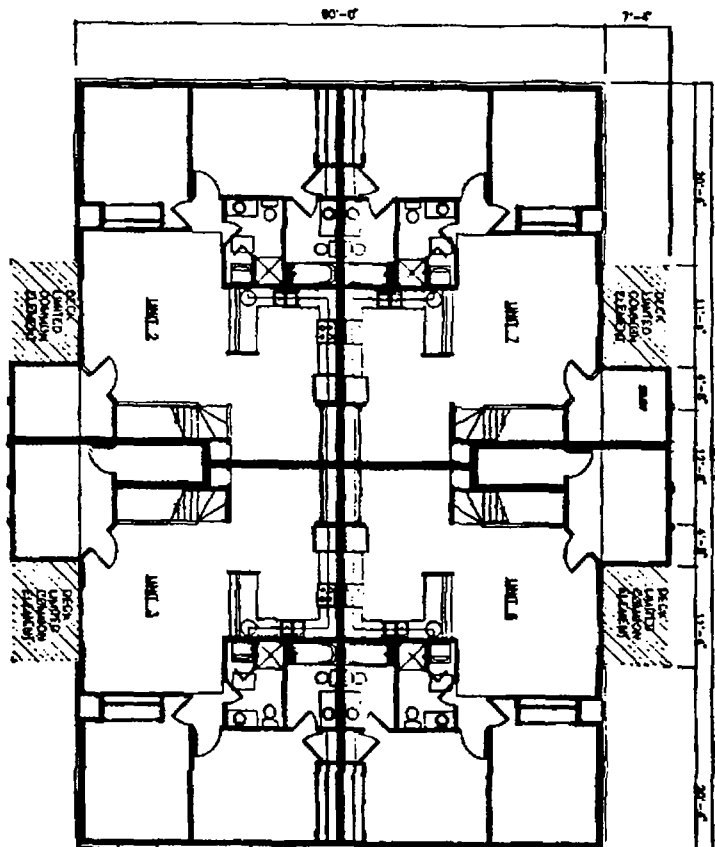
SHEET 3 OF 5

national survey & engineering
4125 north 124th street • shoreview, wisconsin 53082-0941
phone 414/781-1800 • fax 414/781-8400 • e-mail 414/781-0814





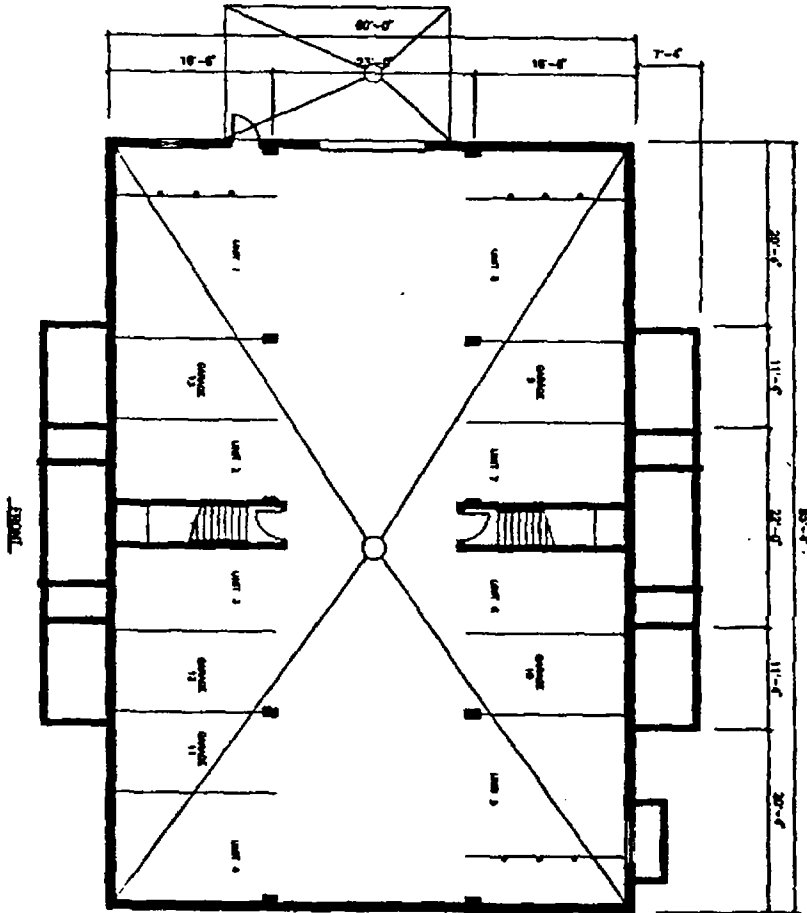
EVAN'S POND
CONDOMINIUM
EXPANSION NO. 2
CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN



SECOND FLOOR PLAN
BUILDING 4
BUILDING 7

CARACE PLAN
BUILDING 4
BUILDING 7

SHEET 5 OF 8



 **National Survey & Engineering**
4175 North 124th Street • Burnsville, Minnesota, 55337-0444
Phone 612/781-0300 • Fax 612/781-9488 • Email 612/781-0314

7564968

REEL 4350 IMAG 2185

RETURN TO:

M.A. Jordon LLC
9380 W. Loomis Road
Franklin, Wisconsin 53132

REGISTER'S OFFICE } SS
Milwaukee County, WI }

RECORDED AT _____ 8:05 PM

JUL 15 1998
REEL 4350 IMAGE 2185 to 2205 incl.
Walter R. Geyer, Q. REGISTER
OF DEEDS

PARCEL IDENTIFIER NUMBER:

FIFTH AMENDMENT TO CONDOMINIUM
DECLARATIONS OF CONDITIONS,
COVENANTS, RESTRICTIONS AND
EASEMENTS FOR EVAN'S POND
CONDOMINIUM

7564968

RECORD 50.00

This Amendment is made pursuant to the Condominium Ownership Act of the State of Wisconsin, Chapter 703 of Wisconsin Statutes, (hereinafter referred to as the "Act") this 14th day of July, 1998, by M.A. Jordan, LLC, by John E. Walton, Member, (hereinafter referred as "Declarant").

WHEREAS, the Declarant on the 30th day of January, 1995, created Evan's Pond Condominium, pursuant to the Condominium Declarations of Conditions, Covenants, Restrictions and Easements for Evan's Pond Condominium, which were recorded in the office of the Register of Deeds for Milwaukee County on the 22nd day of February, 1995, Reel 3485, Image 193, as Document #7055739, as amended; and

WHEREAS, the Declarant is desirous of amending said Condominium Declarations.

NOW, THEREFORE, the Condominium Declarations of Conditions, Covenants, Restrictions and Easements for Evan's Pond Condominium, are hereby amended as follows:

1. Paragraph #2.1 is amended to read as follows:

2.1 LEGAL DESCRIPTION. The following described real estate is subject to the provisions of this Declaration:

Being part of Parcel 1, Certified Survey Map No. 6052, being part of the SE 1/4 of the NE 1/4 of Section 17, T 5 N, R 21 E, in the City of Franklin, Milwaukee County, Wisconsin, which is bounded and described as follows:

50/

Commencing at the Southeast corner of said 1/4 Section; thence South 88° 13' 54" West along the South line of said 1/4 Section 1322.01 feet to a point; thence North 00° 26' 37" West along the West line of the SE 1/4 of the NE 1/4 of Section 17 aforesaid 412.02 feet to the point of beginning; thence continuing North 00° 26' 37" West 700.97 feet to a point; thence North 82° 55' 08" East 125.28 feet to a point; thence North 01° 48' 19" West 198.45 feet to a point; thence North 88° 11' 40" East 661.29 feet to a point on the Northwestern line of West Loomis Road; thence Southwesterly along the Northwestern line of West Loomis Road 148.35 feet along the arc of a curve whose center lies to the Southeast whose radius is 2964.79 feet and whose chord bears South 17° 56' 54" West 148.34 feet to a point; thence South 16° 30' 53" West along said Northwestern line 812.63 feet to a point; thence South 88° 13' 54" West 497.13 feet to the point of beginning. Containing 12.75 acres.

2. Paragraph #2.3 is amended to read as follows:

2.3 PARCELS WHICH MAY BE ADDED TO THE CONDOMINIUM.

The real estate which the Declarant reserves the right to submit and subject as additional parcel or parcels of real estate to this condominium are as follows:

Part of Parcel 1 of Certified Survey Map No. 6052, being a part of the Southeast 1/4 of the Northeast 1/4 of Section 17, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin, which is bounded and described as follows:

Beginning at the Northwest corner of said Parcel 1; thence North 88° 11' 40" East along the North line of Parcel 1 aforesaid 119.76 feet to a point; thence South 01° 48' 19" East 198.45 feet to a point; thence South 82° 55' 08" West 125.28 feet to a point on the West line of said Parcel 1; thence North 00° 26' 37" West along the West line of Parcel 1 aforesaid 210.02 feet to the point of beginning. Containing 0.5728 acres.

3. Paragraph #3 is amended to read as follows:

3. DESCRIPTION AND LOCATION OF BUILDINGS

There shall be thirteen (13) buildings on the real estate described in Section 2.1 above which shall contain a total of ninety-seven (97) living units.

One (1) building (Building 9) shall contain one (1) living unit and shall be a two-story single-family dwelling with a two and one-half (2 1/2) car detached garage unit.

Seven (7) buildings (Buildings 3, 6, 8, 10, 12, 13 and 14) shall be two (2) stories in height with four (4) living units on each floor with each unit having an attached garage which may accommodate one (1) or two (2) automobiles.

Five (5) buildings (Buildings 1, 2, 4, 7 and 11) shall be two (2) stories in height with four (4) living units on each floor. In addition, the buildings shall provide an underground parking area with each unit being assigned one (1) parking stall. Five (5) additional underground stalls are available per building and may be purchased by the Unit Owners at the option of the Declarant.

The Declarant shall have the right to subject an additional eight (8) units to this Condominium Declaration by constructing one (1) additional building on the real estate described in Paragraph 2.3.

Enlargement of the condominium is at the discretion of the Declarant and there is no obligation or commitment on the part of the Declarant, nor are unit owners given any rights, to add any property or construct any additional units as a part of the original condominium. The Declarant may develop a portion only and not all of the additional property and units as specified in Paragraph 2.3.

Complete construction details are contained in working plans and drawings available for inspection at the office of the Declarant. The buildings are to be located on the real estate as indicated in the Survey marked Exhibit "A" attached hereto and made a part of this Declaration. The buildings and units are more fully described in the Condominium Plat attached hereto and made a part hereof. Declarant shall have the right to amend this Declaration at its sole discretion for the purpose of recording a plat of survey or plans depicting the lay-out, location, unit numbers and dimensions of the buildings and units as finally located and erected. Declarant reserves the right, subject to approval of the City of Franklin, to change the layout and dimensions of the buildings and units shown in Exhibit "A" which are not presently constructed, provided that such changes will not substantially alter the architectural design, nature and quality of the buildings and units.

4. Paragraph #4 is amended to read as follows:

4. NUMBER AND IDENTIFICATION OF UNITS

4.1 NUMBER. There shall be a total of ninety-seven (97) condominium units in Evan's Pond Condominium. There may

be as many as one hundred five (105) units in Evan's Pond Condominium.

4.2 IDENTIFICATION. 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, ceilings, windows, window frames, doors and door frames of the buildings, as said boundaries are shown on the building and floor plans attached hereto as Exhibit "A", together with all fixtures and improvements therein contained. Each unit may also consist of one (1) or more garage units which are intended for individual private use comprised of one (1) or more cubicles of air having outer boundaries formed by the interior surfaces of the perimeter walls, floors, ceilings, windows, window frames, doors and door frames, of the building, as said perimeters are shown on the Condominium Plat attached hereto as Exhibit "A", together with all fixtures and improvements therein contained. A living unit and garage unit(s) may not be separated. Some units may consist of a parking stall which is intended for individual, private use comprised of one (1) or more cubicles of air having boundaries formed by the interior surface of the perimeter floor together with a vertical plane perpendicular to the floor originating with the lines designating the stall as shown on the Plat attached hereto. The ceiling of the cubicle of air shall be nine (9) feet above the designated floor to the point of interception with the vertical planes.

The units are designated by identifying numbers, and their location, 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 Exhibit "A" attached hereto. The post office addresses of the units are as follows:

Building 1 - 9302 West Loomis Road, Franklin, Wisconsin
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Building 8 - 9374 West Loomis Road, Franklin, Wisconsin
53132

Building 9 - 9380 West Loomis Road, Franklin, Wisconsin
 53132
 Building 10- 9390 West Loomis Road, Franklin, Wisconsin
 53132
 Building 11- 9410 West Loomis Road, Franklin, Wisconsin
 53132
 Building 12- 9420 West Loomis Road, Franklin, Wisconsin
 53132
 Building 13- 9436 West Loomis Road, Franklin, Wisconsin
 53132
 Building 14- 9448 West Loomis Road, Franklin, Wisconsin
 53132

5. Paragraph #7 is amended to read as follows:

7. PERCENTAGE OF OWNERSHIP IN COMMON ELEMENTS AND FACILITIES

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 in 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 right 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 appertaining to each unit and its owner shall be as follows:

Building 1, Unit 1	1.0152%
Building 1, Unit 2	1.0152%
Building 1, Unit 3	1.0373%
Building 1, Unit 4	1.0483%
Building 1, Unit 5	1.0152%
Building 1, Unit 6	1.0152%
Building 1, Unit 7	1.0373%
Building 1, Unit 8	1.0483%
Building 1, Garage 9	0.0221%
Building 1, Garage 10	0.0221%
Building 1, Garage 11	0.0221%
Building 1, Garage 12	0.0221%
Building 1, Garage 13	0.0221%
Building 2, Unit 1	1.0152%
Building 2, Unit 2	1.0152%
Building 2, Unit 3	1.0373%
Building 2, Unit 4	1.0483%

Building 2, Unit 5	1.0152%
Building 2, Unit 6	1.0152%
Building 2, Unit 7	1.0373%
Building 2, Unit 8	1.0483%
Building 2, Garage 9	0.0221%
Building 2, Garage 10	0.0221%
Building 2, Garage 11	0.0221%
Building 2, Garage 12	0.0221%
Building 2, Garage 13	0.0221%

Building 3, Unit 1	1.0152%
Building 3, Unit 2	0.9931%
Building 3, Unit 3	1.0295%
Building 3, Unit 4	1.0152%
Building 3, Unit 5	1.0152%
Building 3, Unit 6	0.9931%
Building 3, Unit 7	1.0295%
Building 3, Unit 8	1.0152%

Building 4, Unit 1	1.0152%
Building 4, Unit 2	1.0152%
Building 4, Unit 3	1.0373%
Building 4, Unit 4	1.0483%
Building 4, Unit 5	1.0152%
Building 4, Unit 6	1.0152%
Building 4, Unit 7	1.0373%
Building 4, Unit 8	1.0483%
Building 4, Garage 9	0.0221%
Building 4, Garage 10	0.0221%
Building 4, Garage 11	0.0221%
Building 4, Garage 12	0.0221%
Building 4, Garage 13	0.0221%

Building 6, Unit 1	1.0152%
Building 6, Unit 2	1.0295%
Building 6, Unit 3	0.9931%
Building 6, Unit 4	1.0152%
Building 6, Unit 5	1.0152%
Building 6, Unit 6	0.9931%
Building 6, Unit 7	1.0295%
Building 6, Unit 8	1.0152%

Building 7, Unit 1	1.0152%
Building 7, Unit 2	1.0152%
Building 7, Unit 3	1.0373%
Building 7, Unit 4	1.0483%
Building 7, Unit 5	1.0152%
Building 7, Unit 6	1.0152%
Building 7, Unit 7	1.0373%
Building 7, Unit 8	1.0483%

Building 7, Garage 9	0.0221%
Building 7, Garage 10	0.0221%
Building 7, Garage 11	0.0221%
Building 7, Garage 12	0.0221%
Building 7, Garage 13	0.0221%
Building 8, Unit 1	1.0152%
Building 8, Unit 2	0.9931%
Building 8, Unit 3	1.0295%
Building 8, Unit 4	1.0152%
Building 8, Unit 5	1.0152%
Building 8, Unit 6	0.9931%
Building 8, Unit 7	1.0295%
Building 8, Unit 8	1.0152%
Building 9	1.5465%
Building 10, Unit 1	1.0152%
Building 10, Unit 2	1.0295%
Building 10, Unit 3	0.9931%
Building 10, Unit 4	1.0152%
Building 10, Unit 5	1.0152%
Building 10, Unit 6	0.9931%
Building 10, Unit 7	1.0295%
Building 10, Unit 8	1.0152%
Building 11, Unit 1	1.0152%
Building 11, Unit 2	1.0152%
Building 11, Unit 3	1.0373%
Building 11, Unit 4	1.0483%
Building 11, Unit 5	1.0152%
Building 11, Unit 6	1.0152%
Building 11, Unit 7	1.0373%
Building 11, Unit 8	1.0483%
Building 11, Garage 9	0.0221%
Building 11, Garage 10	0.0221%
Building 11, Garage 11	0.0221%
Building 11, Garage 12	0.0221%
Building 11, Garage 13	0.0221%
Building 12, Unit 1	1.0152%
Building 12, Unit 2	1.0295%
Building 12, Unit 3	0.9931%
Building 12, Unit 4	1.0152%
Building 12, Unit 5	1.0151%
Building 12, Unit 6	0.9931%
Building 12, Unit 7	1.0295%
Building 12, Unit 8	1.0151%

Building 13, Unit 1	1.0151%
Building 13, Unit 2	0.9931%
Building 13, Unit 3	1.0295%
Building 13, Unit 4	1.0151%
Building 13, Unit 5	1.0151%
Building 13, Unit 6	0.9931%
Building 13, Unit 7	1.0295%
Building 13, Unit 8	1.0151%
Building 14, Unit 1	1.0151%
Building 14, Unit 2	0.9931%
Building 14, Unit 3	1.0295%
Building 14, Unit 4	1.0151%
Building 14, Unit 5	1.0151%
Building 14, Unit 6	0.9931%
Building 14, Unit 7	1.0295%
Building 14, Unit 8	1.0151%

In the event of partial or complete destruction, a partition action, or payment of insurance proceeds as a result of a partial or complete destruction, any surpluses or expenses shall be shared among the unit owners in accordance with the percentage of the unit ownership of the common elements as set forth above. With each phase of development, the percentage of such undivided interest in the common elements and facilities and Limited Common Elements appertaining to each such unit shall change. Any owner or mortgagee gaining an interest in any unit, prior to completion of all intended phases, consents to the automatic reduction and alteration of this fraction as may be determined, from time to time, using the aforementioned formula.

6. Paragraph #15 is amended to read as follows:

15. 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, and the common services provided to the unit owners, including municipal water and sewer service, shall be paid for by the Association. The Association shall make assessments against the unit owners, as well as the units themselves for such common expenses and for the creation of reserves for the payment of future common expenses with each unit sharing a one/ninety-seventh (1/97th) share of said assessments. The percentage liability for common expenses and the right to common surpluses for each unit owner shall be determined by the creation of a fraction the

numerator of which shall be one (1) and the denominator of which shall be the total number of units constructed on the date of calculating this percentage. With each phase of development, the percentage shall change accordingly. It being the intent of the Declarant that the value shall initially be, after construction of the initial phase, one/ninety-seventh (1/97th) per unit, and upon the conclusion of the total envisioned project, the percentage shall be one/one-hundred fifth (1/105th) value to each unit. Any unit owner or mortgagee gaining an interest in any unit, prior to completion of all intended phases, consents to the automatic alteration of this fraction, from time to time, using the aforementioned formula.

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 other common or limited common elements and facilities or services or by the abandonment of his unit.

A unit owner shall be liable for all assessments, or installments thereof, coming due while owning a unit. In a voluntary grant, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor for his or her share of the common expenses up to the time of the voluntary grant for which a statement of condominium lien is recorded, without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee for such assessments.

All common expenses and assessments, when due, shall immediately become a personal debt of the unit owner and also a lien, against the unit to which the charges are assessed, until paid, if a statement of lien is filed within two years after the date the assessment becomes due. The lien is effective against a unit at the time the assessment became due regardless of when within the two year period it is filed.

All sums assessed by an association but unpaid for the share of the common expenses chargeable to any unit constitutes a lien on the unit and on the undivided interest in the common elements appurtenant thereto prior to all other liens except:

- A. Liens of general and specific taxes;
- B. All sums unpaid on a first mortgage recorded prior to the making of the assessment;
- C. Mechanics liens filed prior to the making of the assessment;
- D. All sums unpaid on any mortgage loan made under Section 45.80 (1989 Stats.) of the Wisconsin Statutes;
- E. A lien under Section 144.442(9)(i), 144.76(13) or 144.77(6)(d), of the Wisconsin Statutes.

All other terms and conditions of the Condominium Declaration of Conditions, Covenants, Restrictions and Easements for Evan's Pond Condominium, as modified by this Amendment, shall be in full force and effect.

IN WITNESS WHEREOF, the said Declarant, M.A. Jordan, LLC, has caused this Amendment to Declaration to be executed at Brookfield, Wisconsin, this 14 day of July, 1998.

M.A. JORDAN, LLC

By: John E. Walton
JOHN E. WALTON, MEMBER

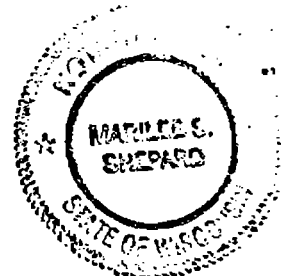
STATE OF WISCONSIN)

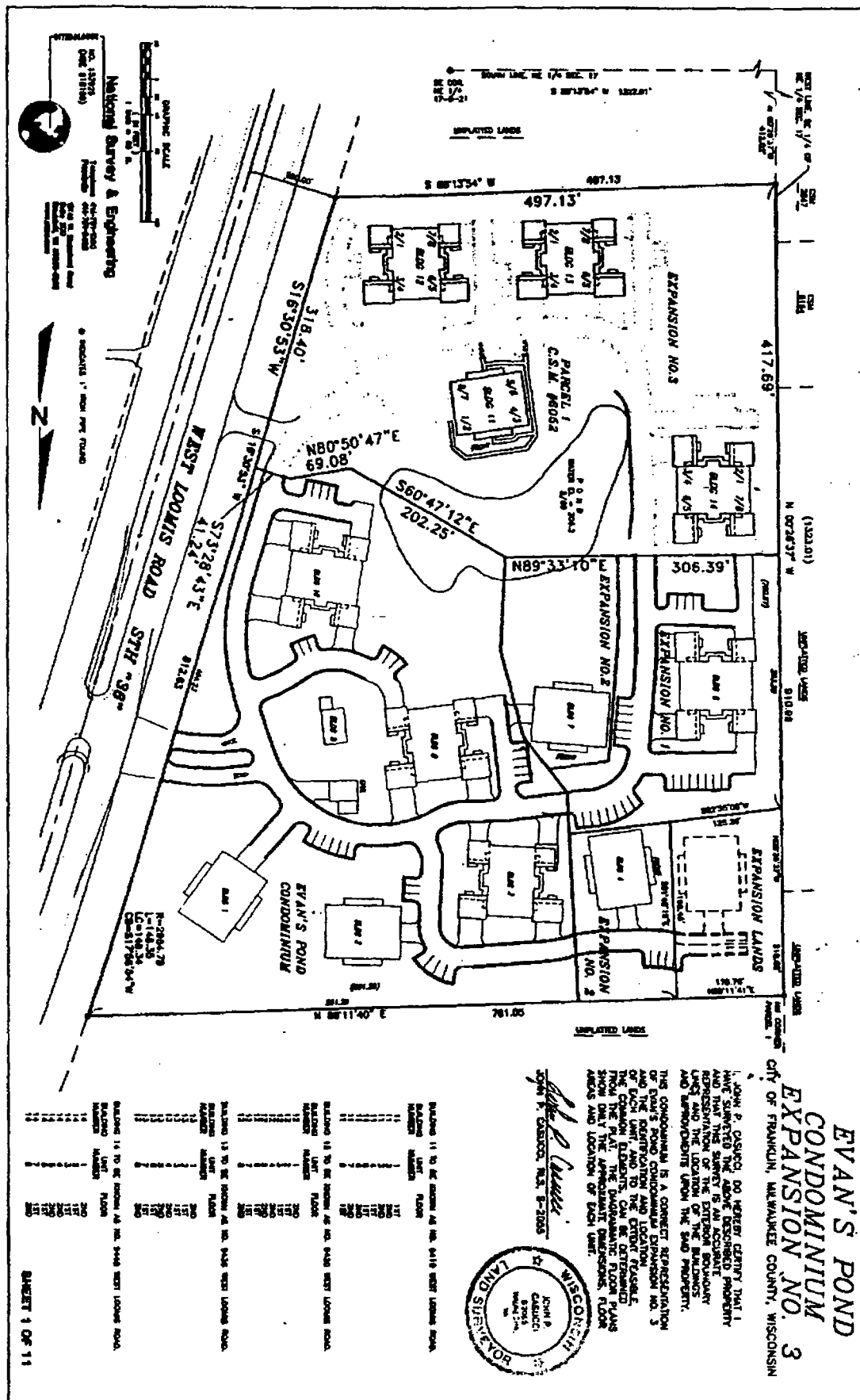
WAUKESHA COUNTY)
SS

On this 14th day of July, 1998, before me personally came M.A. Jordan, LLC, John E. Walton, Member, to me known to be the person described in and who executed the foregoing instrument and said person acknowledged that said person executed the same freely and voluntarily, for the uses and purposes therein expressed.

Marilee S. Shepard
Notary Public, State of Wisconsin
My Commission: is permanent

This instrument was drafted by:
Attorney Marilee S. Shepard
TRAPP & HARTMAN, S.C.
14380 West Capitol Drive
Brookfield, Wisconsin 53005





EVAN'S POND CONDOMINIUM EXPANSION NO. 3 CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN

LEGAL DESCRIPTION OF EVAN'S POND CONDOMINIUM EXPANSION NO. 3

PART OF PARCEL 1 OF CERTIFIED SURVEY MAP NO. 8052, BEING A PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN, WHICH IS BOUNDED AND DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHEAST CORNER OF SAID 1/4 SECTION; THENCE SOUTH 86°13'54" WEST ALONG THE SOUTH LINE OF SAID 1/4 SECTION 1322.01 FEET TO A POINT; THENCE NORTH 07°28'37" WEST ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 17 AFORESAID 412.02 FEET TO THE POINT OF BEGINNING OF THE LANDS HEREIN DESCRIBED; THENCE CONTINUING NORTH 07°28'37" WEST ALONG SAID WEST LINE 417.46 FEET TO A POINT; THENCE NORTH 18°31'10" EAST 504.30 FEET TO A POINT; THENCE SOUTH 80°47'12" EAST 202.25 FEET TO A POINT; THENCE NORTH 80°50'47" EAST 45.88 FEET TO A POINT; THENCE SOUTH 17°38'43" EAST 41.24 FEET TO A POINT ON THE NORTHWESTERLY LINE OF WEST LOOMIS ROAD; THENCE SOUTH 18°30'53" WEST ALONG THE NORTHWESTERLY LINE OF WEST LOOMIS ROAD 316.40 FEET TO A POINT; THENCE SOUTH 86°13'54" WEST AND PARALLEL TO THE SOUTH LINE OF SAID 1/4 SECTION 467.13 FEET TO THE POINT OF BEGINNING.
CONTAINING 4.8543 ACRES.

LEGAL DESCRIPTION OF EVAN'S POND CONDOMINIUM EXPANSION LANDS

PART OF PARCEL 1 OF CERTIFIED SURVEY MAP NO. 8052, BEING A PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN, WHICH IS BOUNDED AND DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHWEST CORNER OF SAID PARCEL 1; THENCE NORTH 86°11'40" EAST ALONG THE NORTH LINE OF PARCEL 1 AFORESAID 118.76 FEET TO A POINT; THENCE SOUTH 01°46'10" EAST 198.45 FEET TO A POINT; THENCE SOUTH 87°50'58" WEST 125.28 FEET TO A POINT ON THE WEST LINE OF SAID PARCEL 1; THENCE NORTH 07°28'37" WEST ALONG THE WEST LINE OF PARCEL 1 AFORESAID 210.02 FEET TO THE POINT OF BEGINNING.
CONTAINING 0.5728 ACRES.

LEGAL DESCRIPTION OF EVAN'S POND CONDOMINIUM EXPANSION NO. 1 EVAN'S POND CONDOMINIUM EXPANSION NO. 2 EVAN'S POND CONDOMINIUM EXPANSION NO. 3 AND EXPANSION LANDS

PARCEL 1, CERTIFIED SURVEY MAP NO. 8052, BEING A PART OF THE SE 1/4 OF THE NE 1/4 OF SECTION 17, T. 5 N., R. 21 E., IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN.

LEGAL DESCRIPTION OF CONDOMINIUM LANDS

EVAN'S POND CONDOMINIUM
EVAN'S POND CONDOMINIUM EXPANSION NO. 1
EVAN'S POND CONDOMINIUM EXPANSION NO. 2
EVAN'S POND CONDOMINIUM EXPANSION NO. 3

BEING PART OF PARCEL 1, CERTIFIED SURVEY MAP NO. 8052, BEING PART OF THE SE 1/4 OF THE NE 1/4 OF SECTION 17, T. 5 N., R. 21 E., IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN, WHICH IS BOUNDED AND DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHEAST CORNER OF SAID 1/4 SECTION; THENCE SOUTH 86°13'54" WEST ALONG THE SOUTH LINE OF SAID 1/4 SECTION 1322.01 FEET TO A POINT;
THENCE NORTH 07°28'37" WEST ALONG THE WEST LINE OF THE SE 1/4 OF THE NE 1/4 OF SECTION 17 AFORESAID 412.02 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUING NORTH 07°28'37" WEST 700.97 FEET TO A POINT;
THENCE NORTH 82°55'08" EAST 125.28 FEET TO A POINT;
THENCE NORTH 01°46'10" WEST 198.45 FEET TO A POINT;
THENCE NORTH 86°11'40" EAST 861.29 FEET TO A POINT ON THE NORTHWESTERLY LINE OF WEST LOOMIS ROAD;
THENCE SOUTHWESTERLY ALONG THE NORTHWESTERLY LINE OF WEST LOOMIS ROAD 148.35 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHEAST WHOSE RADIUS IS 2984.79 FEET AND WHOSE CHORD BEARS SOUTH 17°58'54" WEST 148.34 FEET TO A POINT;
SOUTH 18°30'53" WEST ALONG SAID NORTHWESTERLY LINE 812.63 FEET TO A POINT;
THENCE SOUTH 86°13'54" WEST 467.13 FEET TO THE POINT OF BEGINNING.
CONTAINING 12.75 ACRES.

NOTES

1. ALL AREAS WITHIN THE CONDOMINIUM AND OUTSIDE OF THE LOTS, EXCEPT THOSE AREAS DESIGNATED AS LIMITED COMMON ELEMENTS, ARE COMMON ELEMENTS.
2. REFER TO SECTION 6.1 OF THE DECLARATION OF CONDOMINIUM FOR DESCRIPTION OF THE LIMITED COMMON ELEMENTS.
3. BOUNDARIES ARE REFERENCED TO THE SOUTH LINE OF THE NE 1/4 OF SECTION 17, T. 5 N., R. 21 E., WHICH BEARS S 86°13'54" W. WISCONSIN STATE PLANE COORDINATE SYSTEM.
4. THE DEVELOPER RESERVES THE RIGHT TO VARY THE NUMBER AND ORIENTATION OF ROADS AND BALDWIN IN THE EXPANSION LANDS.

National Survey & Engineering

NO. 162826

Telephone 442-1000-1000
Fax 442-1000-1000

2141 N. Sherman Road
Suite 200
Franklin, WI 53128-0200
www.nsewi.com

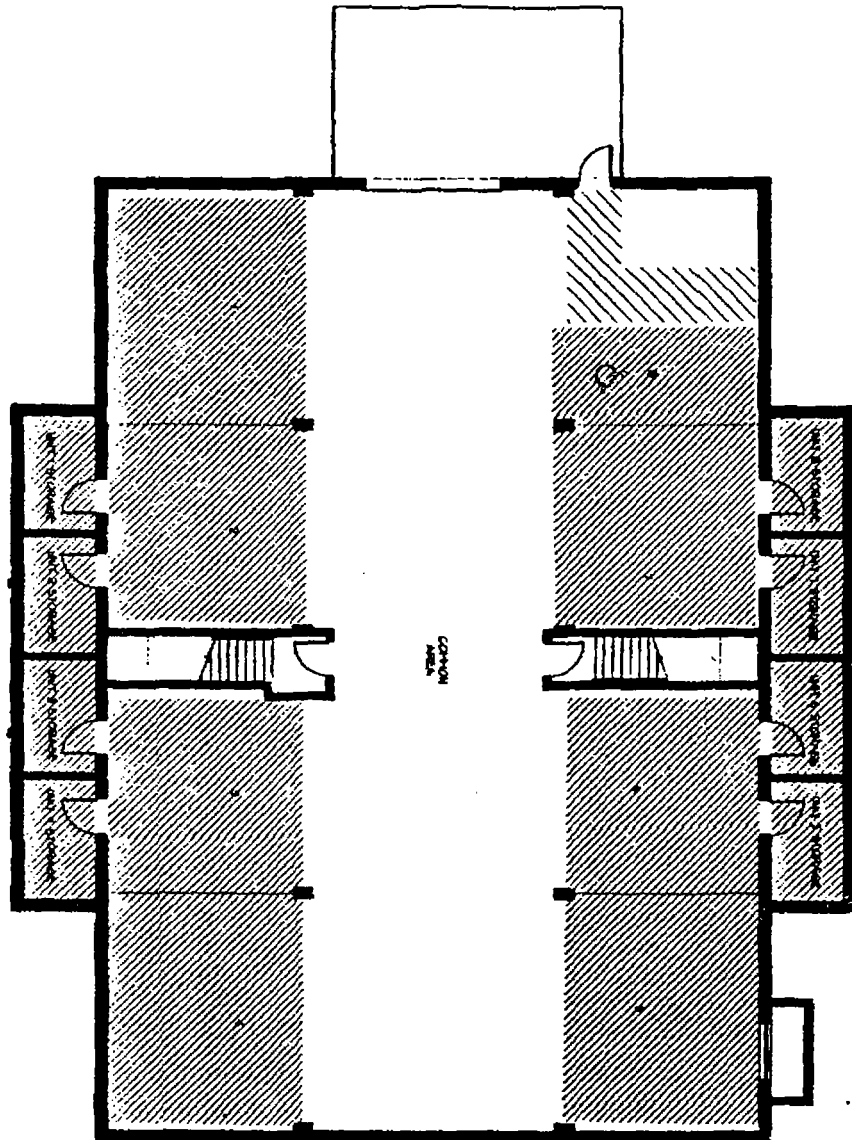


THIS INSTRUMENT WAS DRAFTED BY JOHN P. CALICO, RLS

SHEET 2 OF 11

EVAN'S POND CONDOMINIUM

CITY OF FRANKLIN
MILWAUKEE COUNTY
BUILDING #11
(GARAGE PLAN)



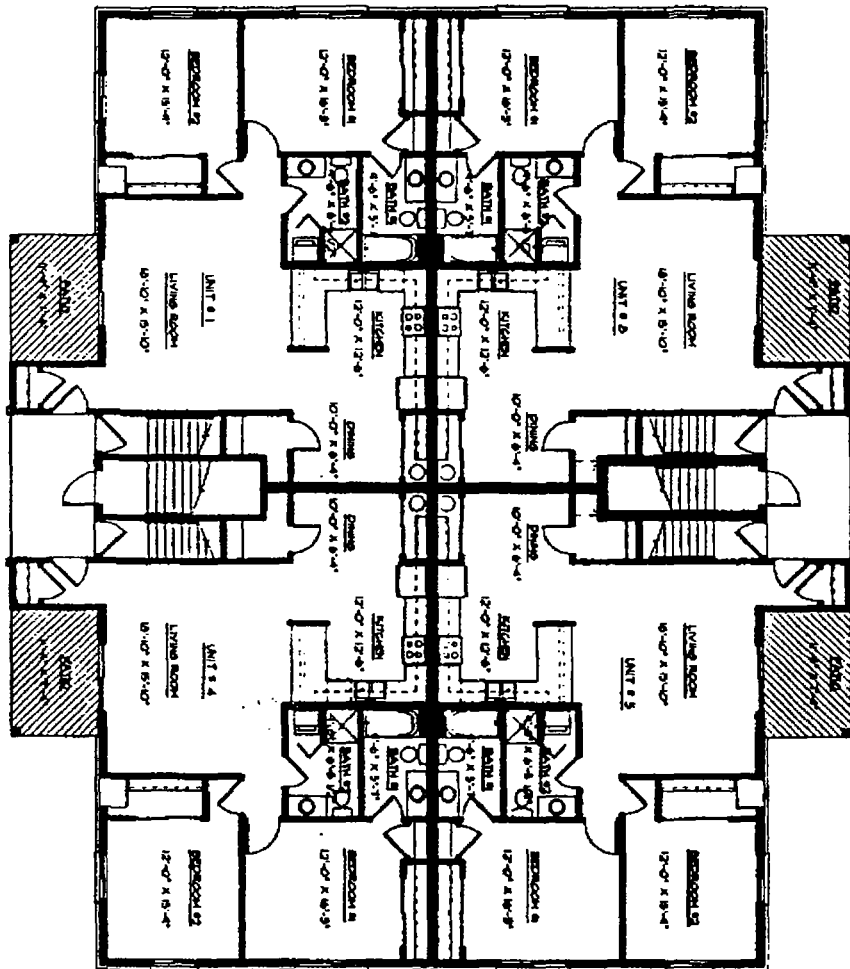
0 10 20
FEET



SPACES LIMITED
COMMON AREA

SHEET 3 OF 11
DRAWN BY NANCY S. MILLER

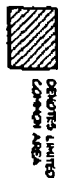
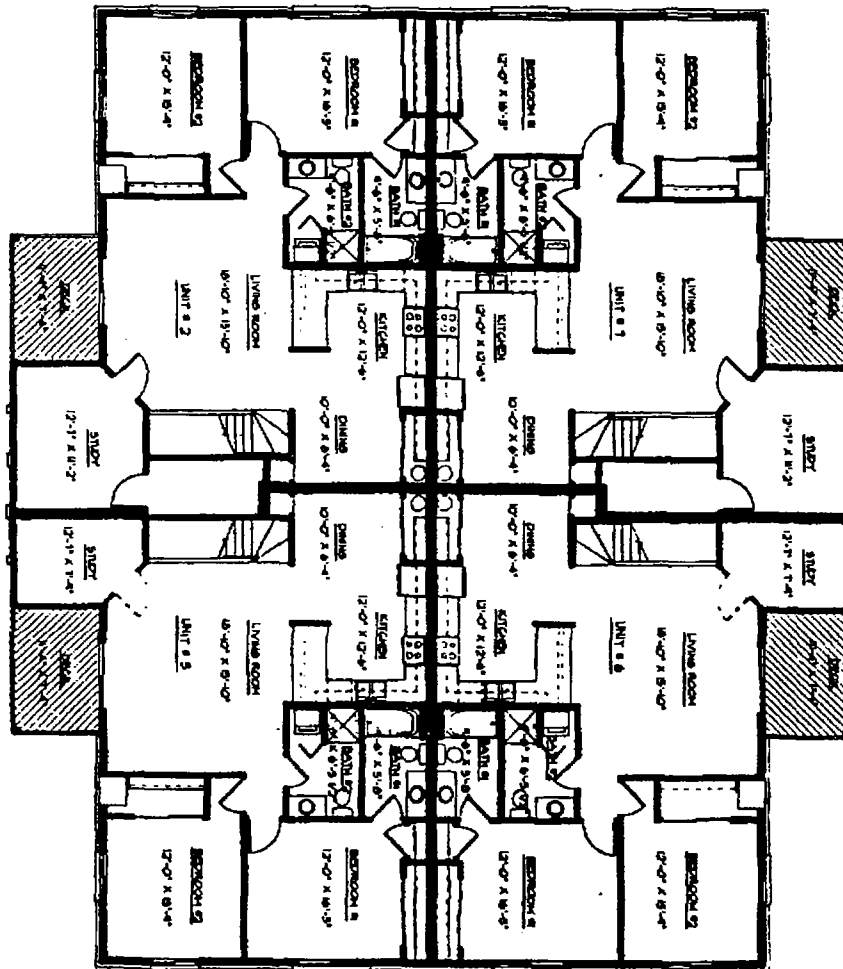
EVANS POND CONDOMINIUM
CITY OF FRANKLIN
MILWAUKEE COUNTY
BUILDING #11
(FIRST FLOOR)



DENOTES LIMITED
COMMON AREA

EVANS POND CONDOMINIUM

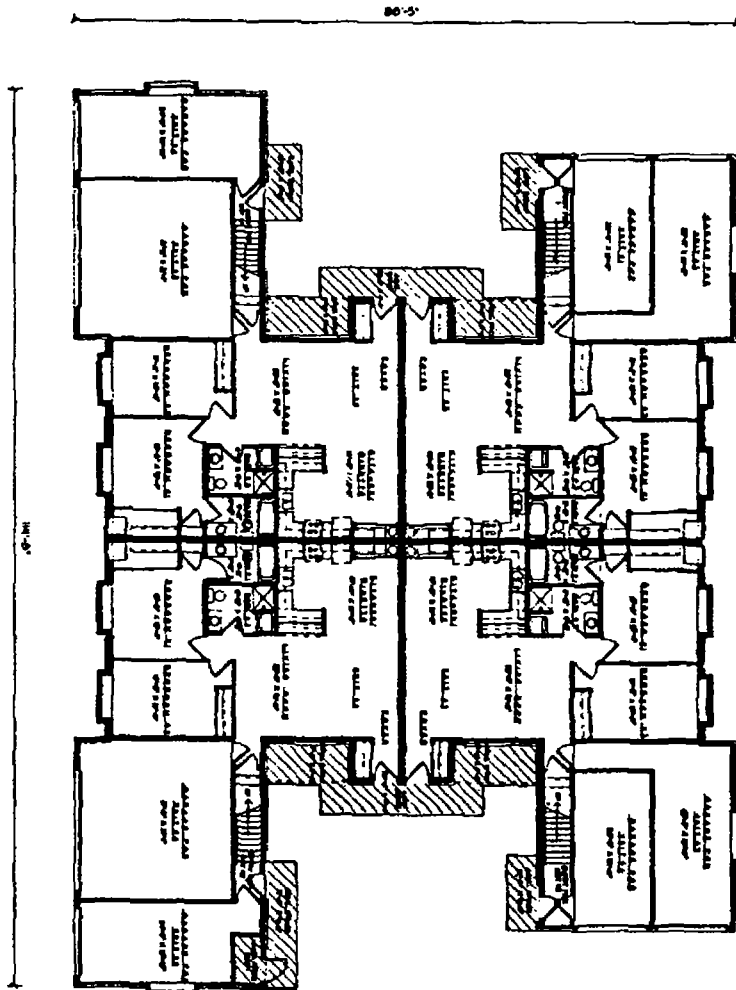
CITY OF FRANKLIN
MILWAUKEE COUNTY
BUILDING #11
(SECOND FLOOR)



SHEET 6 OF 11
DRAWN BY WARD S. MILLER

EVAN'S POND CONDOMINIUM

CITY OF FRANKLIN
MILWAUKEE COUNTY
STATE OF WISCONSIN

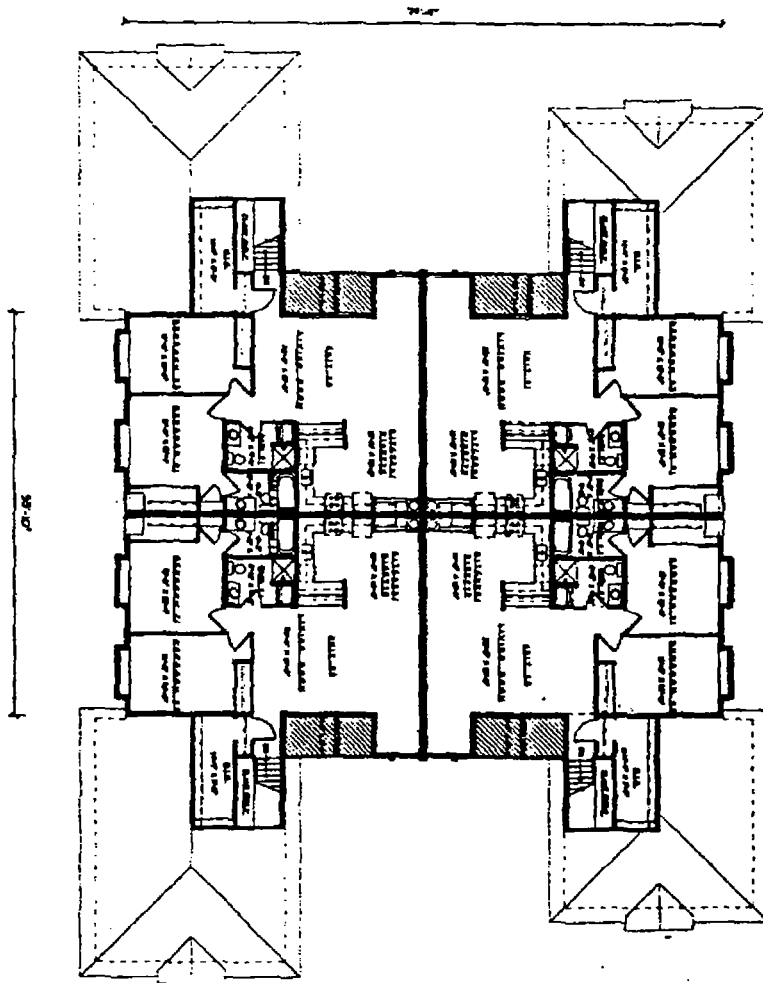


FIRST FLOOR PLAN
BUILDING NO. 12

NOTES: UNITS COMMON AREA
SHEET 6 OF 11
DATE: 11/10/11

CONDOMINIUM
UNIT 12

EVANS POND CONDOMINIUM
CITY OF FRANKLIN
MILWAUKEE COUNTY
STATE OF WISCONSIN



SECOND FLOOR PLAN
BUILDING 12



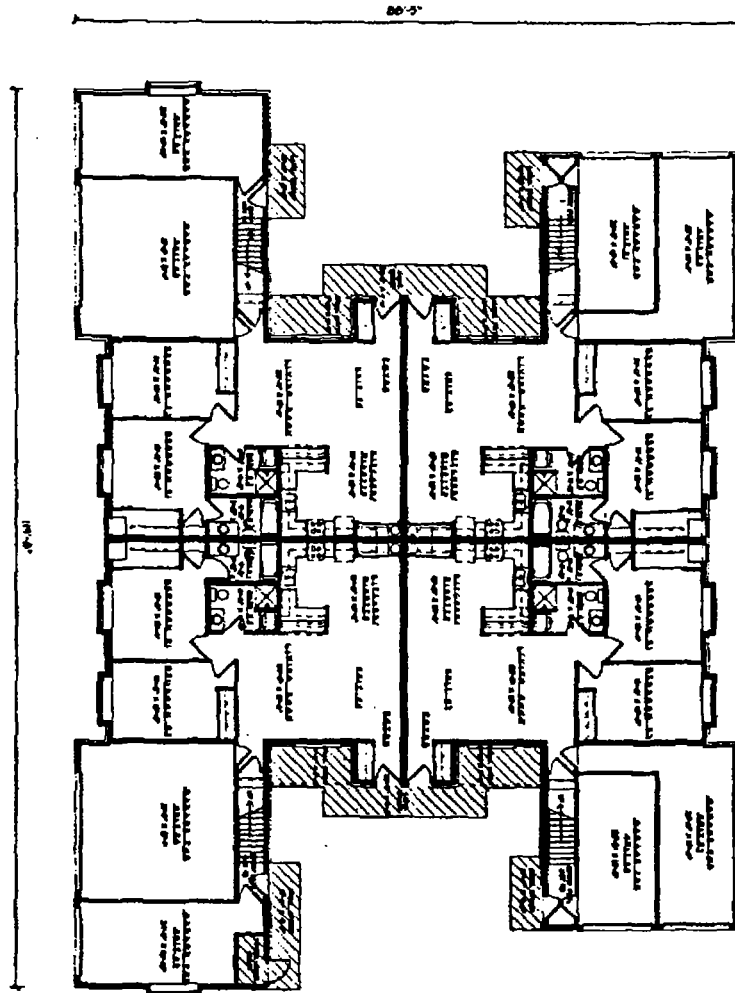
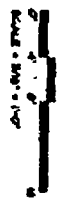
NORTH

CONDOMINIUM
PLAN
OF
BUILDING

DESIGNED BY UNITED LANDSCAPE ARCHITECTS
SHEET 7 OF 11
DRAWN BY JAMES A. MILLER

EVANS POND CONDOMINIUM

CITY OF FRANKLIN
MILWAUKEE COUNTY
STATE OF WISCONSIN



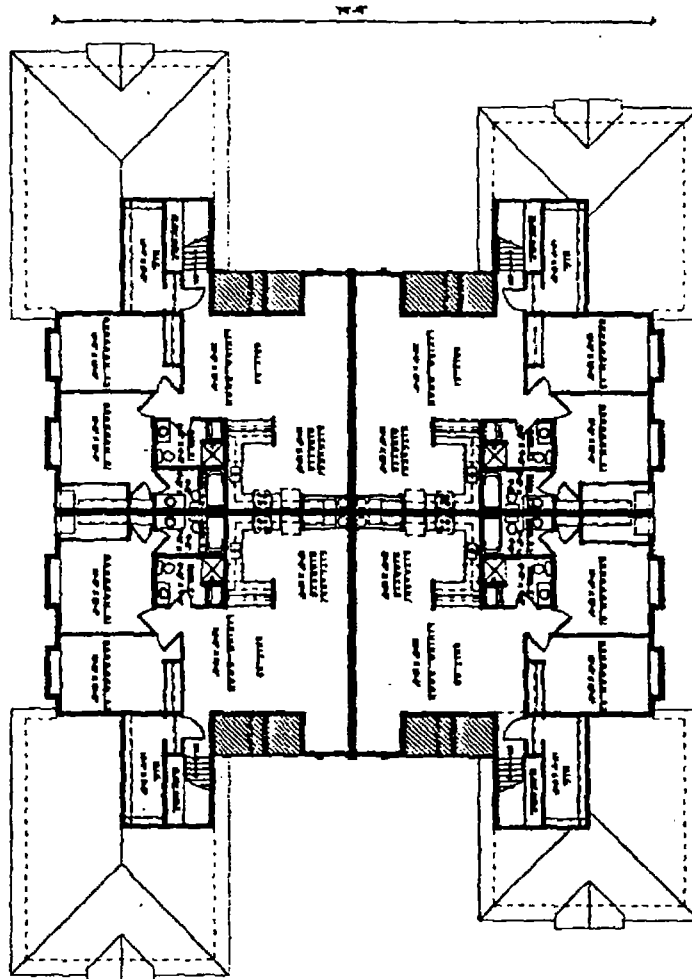
FIRST FLOOR PLAN
BUILDING #13

**COUPON PLAN
STARTS 6/1/97**


 EXPOSED UNITED COMMON AREA
 SHEET 8 OF 11
 DRAFTED BY WANG & MILLER

EVANS POND CONDOMINIUM

CITY OF FRANKLIN
MILWAUKEE COUNTY
STATE OF WISCONSIN



SECOND FLOOR PLAN

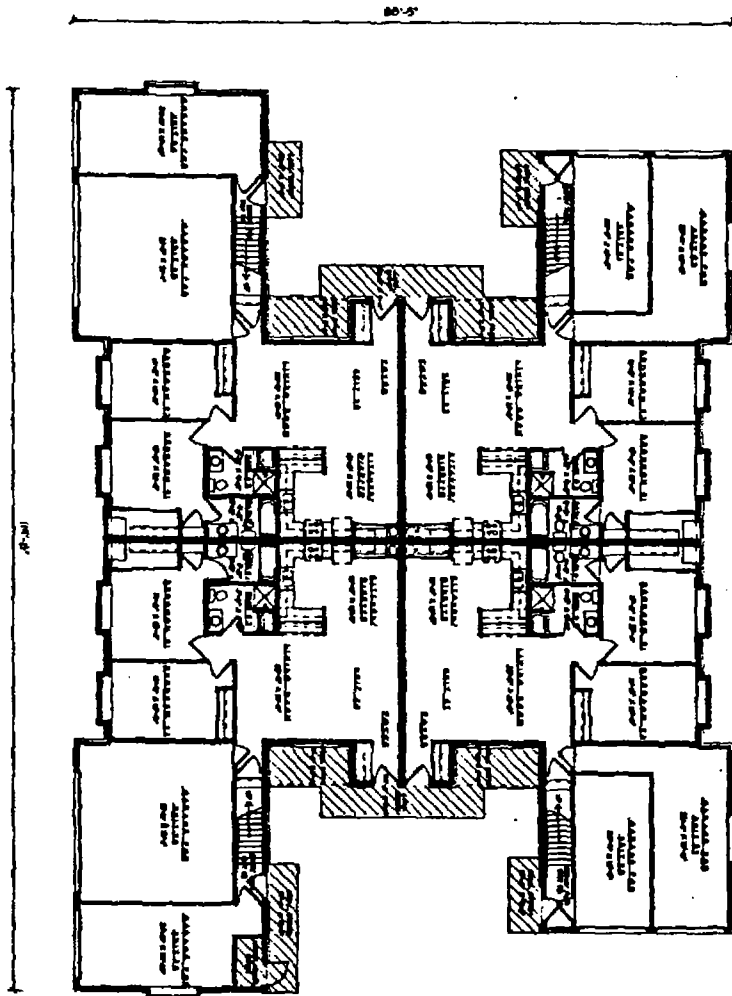
BUILDING #15



POINTS LIMITED OFFICE AREA
SHEET 9 OF 11
DRAWN BY WARD & HILLER

CONDOMINIUM
UNIT # 1501

EVANS POND CONDOMINIUM
CITY OF FRANKLIN
MILWAUKEE COUNTY
STATE OF WISCONSIN

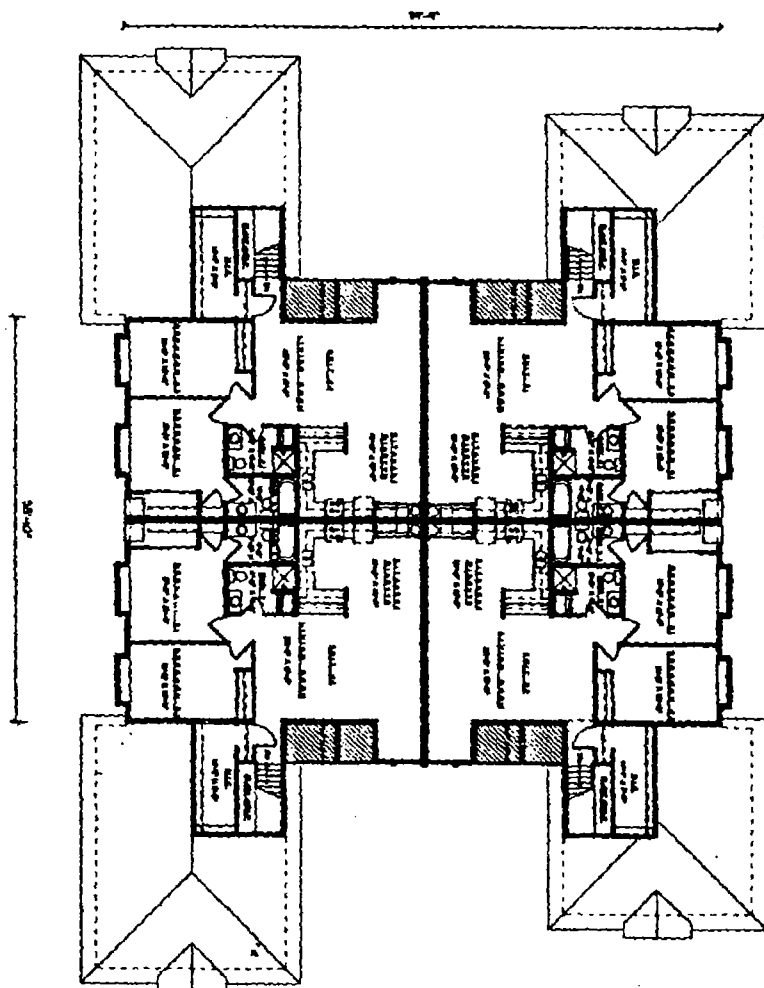


FIRST FLOOR PLAN
BUILDING #14

☒ SHOWN LIMITED COMMON AREA
 SHEET 10 OF 11
 DRAWN BY: MARY A. MILLER

CONDOMINIUM
PLAN OF BUILDING

CITY OF FRANKLIN
MILWAUKEE COUNTY
STATE OF WISCONSIN



SECOND FLOOR PLAN
BUILDING 814



 DENOTES LIMITED COVER AREA
SHEET 11 OF 11
DRAWN BY WACI & MILLER

000298332

7959027

REGISTER'S OFFICE | SS
Milwaukee County, WI

RECORDED AT 9:56 AM

09-11-2000

WALTER R. BARCZAK
REGISTER OF DEEDS

AMOUNT 36.00

RETURN TO:

M.A. Jordan, LLC
9380 West Loomis Road
Franklin, Wisconsin 53132

PARCEL IDENTIFIER NUMBER:

SIXTH AMENDMENT TO CONDOMINIUM
DECLARATIONS OF CONDITIONS,
COVENANTS, RESTRICTIONS AND
EASEMENTS FOR EVAN'S POND
CONDOMINIUM

This Amendment is made pursuant to the Condominium Ownership Act of the State of Wisconsin, Chapter 703 of Wisconsin Statutes, (hereinafter referred to as the "Act") this 7th day of DECEMBER, 1999, by M.A. Jordan, LLC, by John E. Walton, Member, (hereinafter referred to as "Declarant").

WHEREAS, the Declarant on the 30th day of January, 1995, created Evan's Pond Condominium, pursuant to the Condominium Declarations of Conditions, Covenants, Restrictions and Easements for Evan's Pond Condominium, which were recorded in the office of the Register of Deeds for Milwaukee County on the 22nd day of February, 1995, Reel 3485, Image 193, as Document #7055739, as amended; and

WHEREAS, the Declarant is desirous of amending said Condominium Declarations.

NOW, THEREFORE, the Condominium Declarations of Conditions, Covenants, Restrictions and Easements for Evan's Pond Condominium, are hereby amended as follows:

1. Paragraph #2.1 is amended to read as follows:

2.1 LEGAL DESCRIPTION. The following described real estate is subject to the provisions of this Declaration:

Parcel 1, Certified Survey Map No. 6052, being a part of the SE 1/4 of the NE 1/4 of Section 17, T 5 N, R 21 E, in the City of Franklin, Milwaukee County, Wisconsin.

2. Paragraph #2.3 is amended to read as follows:

2.3 PARCELS WHICH MAY BE ADDED TO THE CONDOMINIUM.

The real estate which the Declarant reserves the right to submit and subject as additional parcel or parcels of real estate to this condominium are as follows:

No additional parcels shall be added to the Condominium.

3. Paragraph #3 is amended to read as follows:

3. DESCRIPTION AND LOCATION OF BUILDINGS

There shall be fourteen (14) buildings on the real estate described in Section 2.1 above which shall contain a total of one hundred five (105) living units.

One (1) building (Building 9) shall contain one (1) living unit and shall be a two-story single-family dwelling with a two and one-half (2 1/2) car detached garage unit.

Seven (7) buildings (Buildings 3, 6, 8, 10, 12, 13 and 14) shall be two (2) stories in height with four (4) living units on each floor with each unit having an attached garage which may accommodate one (1) or two (2) automobiles.

Five (5) buildings (Buildings 1, 4, 5, 7 and 11) shall be two (2) stories in height with four (4) living units on each floor. In addition, the buildings shall provide an underground parking area with each unit being assigned two (2) parking stalls. A revised garage plan depicting the layout of the garages stalls for Buildings 1, 4 and 7 is attached as an Addendum to this Amendment.

One (1) building (Building 2) shall be two (2) stories in height with four (4) living units on each floor. In addition, the building shall provide an underground parking area with each unit being assigned one (1) or two (2) parking stalls. Additional garage units are available to the building unit owners for purchase from the Declarant.

Complete construction details are contained in working plans and drawings available for inspection at the office of the Declarant. The buildings are to be located on the real estate as indicated in the Survey marked Exhibit "A" attached hereto and made a part of this Declaration. The buildings and units are more fully described in the Condominium Plat attached hereto and made a part hereof. Declarant shall have the right to amend this Declaration at its sole discretion for the purpose of recording a plat of survey or plans depicting the

lay-out, location, unit numbers and dimensions of the buildings and units as finally located and erected. Declarant reserves the right, subject to approval of the City of Franklin, to change the layout and dimensions of the buildings and units shown in Exhibit "A" which are not presently constructed, provided that such changes will not substantially alter the architectural design, nature and quality of the buildings and units.

4. Paragraph #4 is amended to read as follows:

4. NUMBER AND IDENTIFICATION OF UNITS

4.1 NUMBER. There shall be a total of one hundred five (105) condominium units in Evan's Pond Condominium.

4.2 IDENTIFICATION. 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, ceilings, windows, window frames, doors and door frames of the buildings, as said boundaries are shown on the building and floor plans attached hereto as Exhibit "A", together with all fixtures and improvements therein contained. Each unit may also consist of one (1) or more garage units which are intended for individual private use comprised of one (1) or more cubicles of air having outer boundaries formed by the interior surfaces of the perimeter walls, floors, ceilings, windows, window frames, doors and door frames, of the building, as said perimeters are shown on the Condominium Plat attached hereto as Exhibit "A", together with all fixtures and improvements therein contained. A living unit and garage unit(s) may not be separated. Some units may consist of a parking stall which is intended for individual, private use comprised of one (1) or more cubicles of air having boundaries formed by the interior surface of the perimeter floor together with a vertical plane perpendicular to the floor originating with the lines designating the stall as shown on the Plat attached hereto. The ceiling of the cubicle of air shall be nine (9) feet above the designated floor to the point of interception with the vertical planes.

The units are designated by identifying numbers, and their location, 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 Exhibit "A" attached hereto. The post office addresses of the units are as follows:

Building 1 - 9302 West Loomis Road, Franklin, Wisconsin
 53132
 Building 2 - 9312 West Loomis Road, Franklin, Wisconsin
 53132
 Building 3 - 9322 West Loomis Road, Franklin, Wisconsin
 53132
 Building 4 - 9332 West Loomis Road, Franklin, Wisconsin
 53132
 Building 5 - 9342 West Loomis Road, Franklin, Wisconsin
 53132
 Building 6 - 9354 West Loomis Road, Franklin, Wisconsin
 53132
 Building 7 - 9364 West Loomis Road, Franklin, Wisconsin
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 Building 8 - 9374 West Loomis Road, Franklin, Wisconsin
 53132
 Building 9 - 9380 West Loomis Road, Franklin, Wisconsin
 53132
 Building 10- 9390 West Loomis Road, Franklin, Wisconsin
 53132
 Building 11- 9410 West Loomis Road, Franklin, Wisconsin
 53132
 Building 12- 9420 West Loomis Road, Franklin, Wisconsin
 53132
 Building 13- 9436 West Loomis Road, Franklin, Wisconsin
 53132
 Building 14- 9448 West Loomis Road, Franklin, Wisconsin
 53132

5. Paragraph #7 is amended to read as follows:

7. PERCENTAGE OF OWNERSHIP IN COMMON ELEMENTS AND FACILITIES

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 in 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 right 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 appertaining to each unit and its owner shall be as follows:

Building 1, Unit 1	0.9466%
Building 1, Unit 2	0.9668%
Building 1, Unit 3	0.9869%
Building 1, Unit 4	0.9466%
Building 1, Unit 5	0.9466%
Building 1, Unit 6	0.9668%
Building 1, Unit 7	0.9869%
Building 1, Unit 8	0.9466%

Building 2, Unit 1	0.9264%
Building 2, Unit 2	0.9466%
Building 2, Unit 3	0.9970%
Building 2, Unit 4	0.9264%
Building 2, Unit 5	0.9264%
Building 2, Unit 6	0.9970%
Building 2, Unit 7	0.9768%
Building 2, Unit 8	0.9264%
Building 2, Garage 9	0.0202%
Building 2, Garage 10	0.0202%
Building 2, Garage 11	0.0202%
Building 2, Garage 12	0.0202%
Building 2, Garage 13	0.0202%

Building 3, Unit 1	0.9264%
Building 3, Unit 2	0.9063%
Building 3, Unit 3	0.9698%
Building 3, Unit 4	0.9264%
Building 3, Unit 5	0.9264%
Building 3, Unit 6	0.9698%
Building 3, Unit 7	0.9063%
Building 3, Unit 8	0.9567%

Building 4, Unit 1	0.9466%
Building 4, Unit 2	0.9970%
Building 4, Unit 3	1.0171%
Building 4, Unit 4	0.9466%
Building 4, Unit 5	0.9466%
Building 4, Unit 6	0.9668%
Building 4, Unit 7	1.0171%
Building 4, Unit 8	0.9466%

Building 5, Unit 1	0.9466%
Building 5, Unit 2	0.9668%
Building 5, Unit 3	0.9869%
Building 5, Unit 4	0.9466%
Building 5, Unit 5	0.9466%
Building 5, Unit 6	0.9668%
Building 5, Unit 7	0.9869%
Building 5, Unit 8	0.9466%

Building 6, Unit 1	0.9264%
Building 6, Unit 2	0.9063%
Building 6, Unit 3	0.9698%
Building 6, Unit 4	0.9567%
Building 6, Unit 5	0.9567%
Building 6, Unit 6	0.9395%
Building 6, Unit 7	0.9365%
Building 6, Unit 8	0.9567%

Building 7, Unit 1	0.9466%
Building 7, Unit 2	0.9869%
Building 7, Unit 3	0.9970%
Building 7, Unit 4	0.9466%
Building 7, Unit 5	0.9466%
Building 7, Unit 6	0.9668%
Building 7, Unit 7	1.0171%
Building 7, Unit 8	0.9768%

Building 8, Unit 1	0.9264%
Building 8, Unit 2	0.9365%
Building 8, Unit 3	0.9395%
Building 8, Unit 4	0.9264%
Building 8, Unit 5	0.9264%
Building 8, Unit 6	0.9698%
Building 8, Unit 7	0.9063%
Building 8, Unit 8	0.9567%

Building 9	1.2399%
------------	---------

Building 10, Unit 1	0.9264%
Building 10, Unit 2	0.9063%
Building 10, Unit 3	0.9395%
Building 10, Unit 4	0.9567%
Building 10, Unit 5	0.9264%
Building 10, Unit 6	0.9395%
Building 10, Unit 7	0.9365%
Building 10, Unit 8	0.9567%

Building 11, Unit 1	0.9466%
Building 11, Unit 2	1.0171%
Building 11, Unit 3	0.9970%
Building 11, Unit 4	0.9466%
Building 11, Unit 5	0.9466%
Building 11, Unit 6	0.9668%
Building 11, Unit 7	0.9869%
Building 11, Unit 8	0.9466%

Building 12, Unit 1	0.9264%
Building 12, Unit 2	0.9063%
Building 12, Unit 3	0.9395%
Building 12, Unit 4	0.9264%
Building 12, Unit 5	0.9264%
Building 12, Unit 6	0.9395%
Building 12, Unit 7	0.9063%
Building 12, Unit 8	0.9264%

Building 13, Unit 1	0.9264%
Building 13, Unit 2	0.9063%
Building 13, Unit 3	0.9395%
Building 13, Unit 4	0.9264%
Building 13, Unit 5	0.9567%
Building 13, Unit 6	0.9698%
Building 13, Unit 7	0.9063%
Building 13, Unit 8	0.9264%

Building 14, Unit 1	0.9264%
Building 14, Unit 2	0.9063%
Building 14, Unit 3	0.9395%
Building 14, Unit 4	0.9264%
Building 14, Unit 5	0.9567%
Building 14, Unit 6	0.9698%
Building 14, Unit 7	0.9063%
Building 14, Unit 8	0.9264%

In the event of partial or complete destruction, a partition action, or payment of insurance proceeds as a result of a partial or complete destruction, any surpluses or expenses shall be shared among the unit owners in accordance with the percentage of the unit ownership of the common elements as set forth above. With each phase of development, the percentage of such undivided interest in the common elements and facilities and Limited Common Elements appertaining to each such unit shall change. Any owner or mortgagee gaining an interest in any unit, prior to completion of all intended phases, consents to the automatic reduction and alteration of this fraction as may be determined, from time to time, using the aforementioned formula.

All other terms and conditions of the Condominium Declaration of Conditions, Covenants, Restrictions and Easements for Evan's Pond Condominium, as modified by this Amendment, shall be in full force and effect.

IN WITNESS WHEREOF, the said Declarant, M.A. Jordan, LLC, has caused this Amendment to Declaration to be executed at Brookfield, Wisconsin, this 7th day of DECEMBER, 1999.

M.A. JORDAN, LLC

By: John E. Walton

JOHN E. WALTON, MEMBER

STATE OF WISCONSIN)

ss

WAUKESHA COUNTY)

On this 7 day of DECEMBER, 1999, before me personally came M.A. Jordan, LLC, John E. Walton, Member, to me known to be the person described in and who executed the foregoing instrument and said person acknowledged that said person executed the same freely and voluntarily, for the uses and purposes therein expressed.

David A. Wanta
DAVID A. WANTA

Notary Public, State of WISCONSIN

My Commission: 15 PERMANENT

This instrument was drafted by:
Attorney Marilee S. Shepard
TRAPP & HARTMAN, S.C.
14380 West Capitol Drive
Brookfield, Wisconsin 53005

EVAN'S POND CONDOMINIUM ADDENDUM NO. 4 CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN

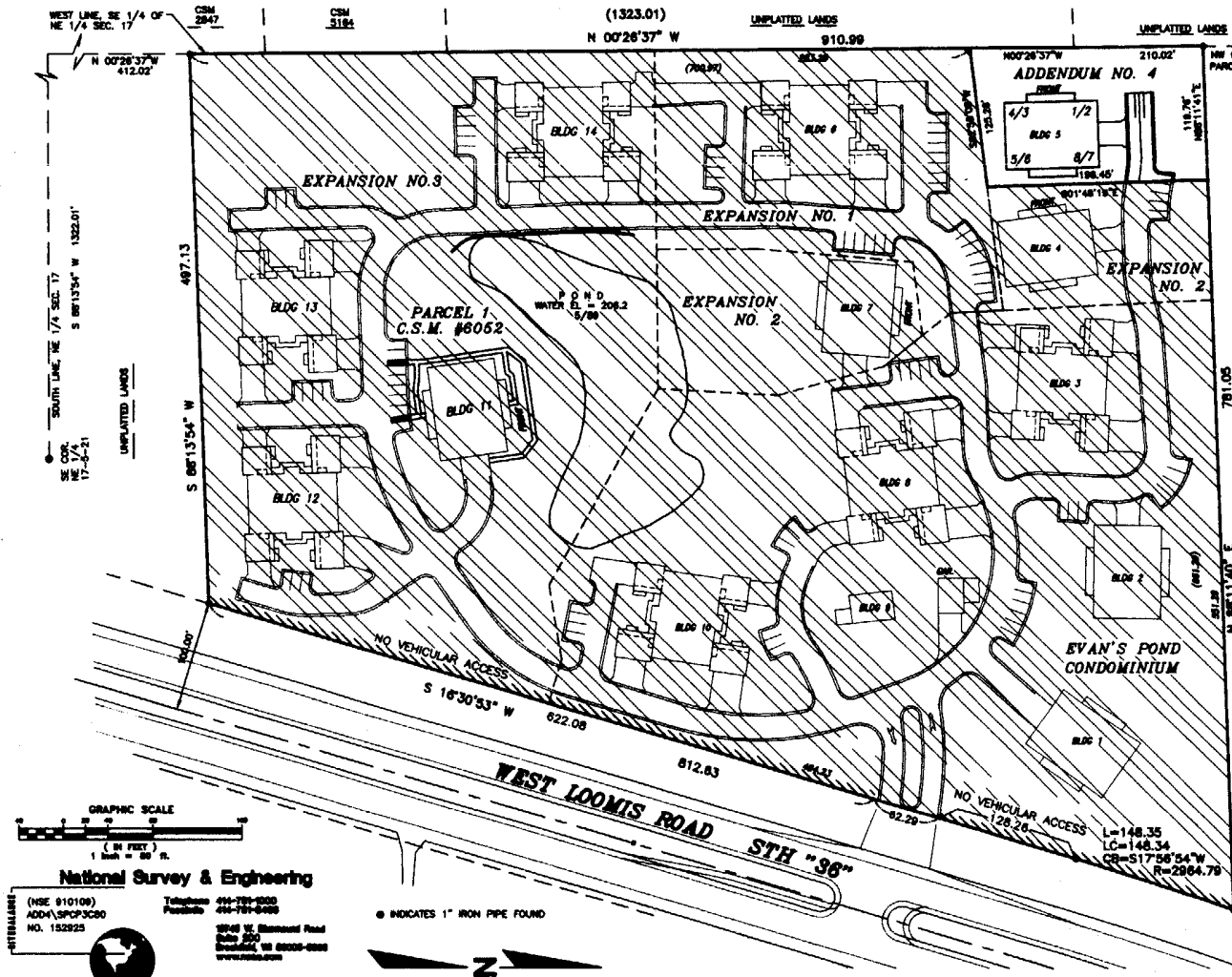
I, JOHN P. CASUCCI, DO HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THIS SURVEY IS AN ACCURATE REPRESENTATION OF THE EXTERIOR BOUNDARY LINES AND THE LOCATION OF THE BUILDINGS AND IMPROVEMENTS UPON THE SAID PROPERTY.

THIS CONDOMINIUM IS A CORRECT REPRESENTATION OF EVAN'S POND CONDOMINIUM ADDENDUM NO. 4 AND THE IDENTIFICATION AND LOCATION OF EACH UNIT, AND TO THE EXTENT FEASIBLE, THE COMMON ELEMENTS, CAN BE DETERMINED FROM THE PLAT. THE DIAGRAMMATIC FLOOR PLANS SHOW ONLY THE APPROXIMATE DIMENSIONS, FLOOR AREAS AND LOCATION OF EACH UNIT.

John P. Casucci DEC 18 1994
JOHN P. CASUCCI, RLS, S-2055
WISCONSIN
LAND SURVEYOR

BUILDING 5 TO BE KNOWN AS NO. 9342 WEST LOOMIS ROAD.		
BUILDING NUMBER	UNIT NUMBER	FLOOR
5	1	1ST
	2	2ND
3	3	2ND
	4	1ST
4	5	1ST
	6	2ND
6	7	2ND
	8	1ST

ACCESS RESTRICTION
As owner I hereby restrict all lots and blocks so that no owner, possessor, user, licensee or other person may have any right of direct vehicular ingress from or egress to any highway lying within the right-of-way of S.T.H. 36, as shown on the land division map; it is expressly intended that this restriction constitute a restriction for the benefit of the public as provided in s. 238.293, Stats., and shall be enforceable by the department or its assigns.



GRAPHIC SCALE
1 inch = 60 ft.
National Survey & Engineering
NISE 910109
ADDN/SP/CP/SCB0
NO. 152925
Telephone 414-791-0000
414-791-0400
2940 W. Belmont Road
Suite 200
Franklin, WI 53126-0000
www.nse.com

EXHIBIT "A"
000298340

**EVAN'S POND
CONDOMINIUM
ADDENDUM NO. 4**
CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN

LEGAL DESCRIPTION OF
EVAN'S POND CONDOMINIUM
ADDENDUM NO. 4

PART OF PARCEL 1 OF CERTIFIED SURVEY MAP NO. 6052, BEING A PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN, WHICH IS BOUNDED AND DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHWEST CORNER OF SAID PARCEL 1; THENCE NORTH 88°11'40" EAST ALONG THE NORTH LINE OF PARCEL 1 AFORSAD 119.76 FEET TO A POINT; THENCE SOUTH 01°48'18" EAST 198.45 FEET TO A POINT; THENCE SOUTH 82°58'08" WEST 125.28 FEET TO A POINT ON THE WEST LINE OF SAID PARCEL 1; THENCE NORTH 00°28'37" WEST ALONG THE WEST LINE OF PARCEL 1 AFORSAD 210.02 FEET TO THE POINT OF BEGINNING.
CONTAINING 0.5728 ACRES.

LEGAL DESCRIPTION OF
EVAN'S POND CONDOMINIUM,
EVAN'S POND CONDOMINIUM EXPANSION NO. 1
EVAN'S POND CONDOMINIUM EXPANSION NO. 2
EVAN'S POND CONDOMINIUM EXPANSION NO. 3
EVAN'S POND CONDOMINIUM ADDENDUM NO. 4

PARCEL 1, CERTIFIED SURVEY MAP NO. 6052, BEING A PART OF THE SE 1/4 OF THE NE 1/4 OF SECTION 17, T 5 N, R 21 E, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN.

NOTES

1. ALL AREAS WITHIN THE CONDOMINIUM AND OUTSIDE OF THE UNITS, EXCEPT THOSE AREAS DESIGNATED AS LIMITED COMMON ELEMENTS, ARE COMMON ELEMENTS.
2. REFER TO SECTION 6.1 OF THE DECLARATION OF CONDOMINIUM FOR DESCRIPTION OF THE LIMITED COMMON ELEMENTS.
3. BEARINGS ARE REFERENCED TO THE SOUTH LINE OF THE NE 1/4 OF SECTION 17, T 5 N, R 21 E, WHICH BEARS S 88°13'54"W WISCONSIN STATE PLANE COORDINATE SYSTEM.

National Survey & Engineering

(HSE 910108)
ADD4,SPCP3CB0
NO. 152925

Telephone 414-781-0000
Facsimile 414-781-8488



18746 W. Diamond Road
Suite 200
Franklin, WI 53128-0000
www.nse.com

THIS INSTRUMENT WAS DRAFTED BY JOHN P. CASUCCI, RLS

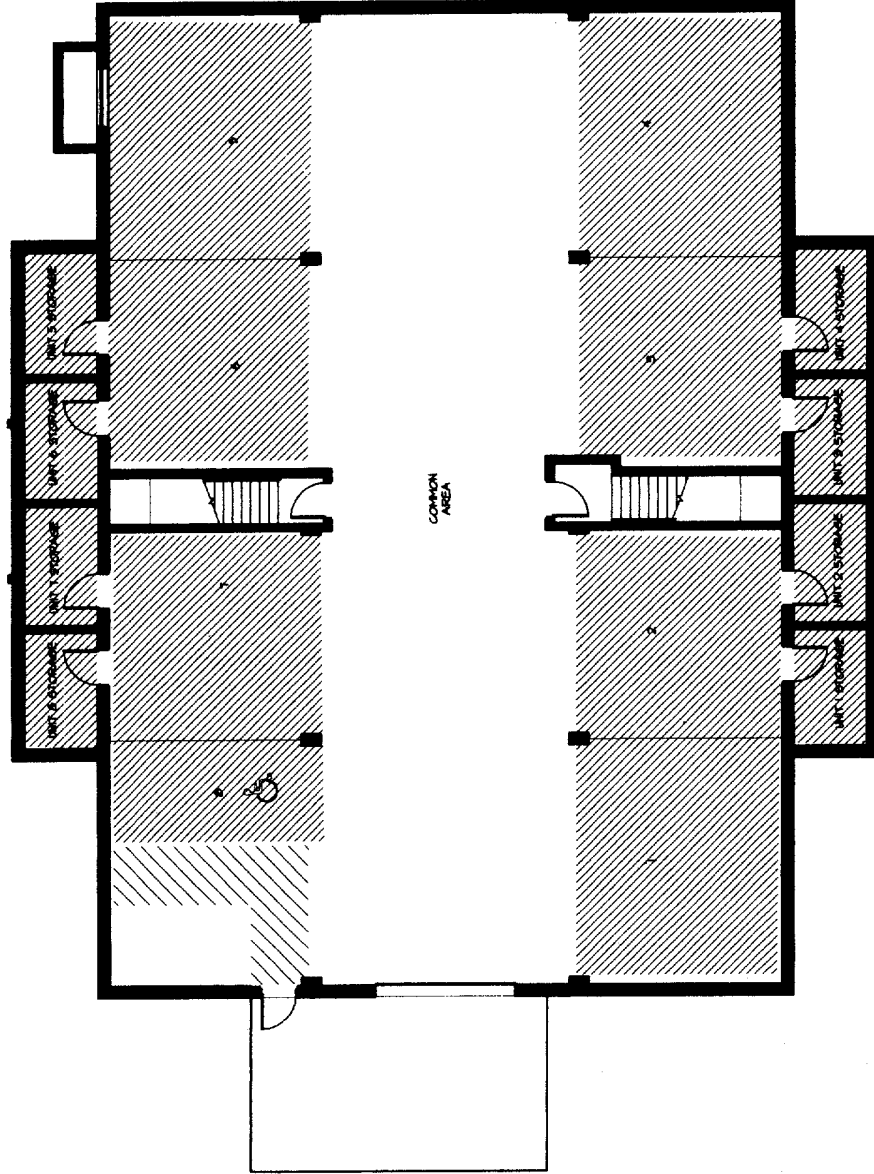
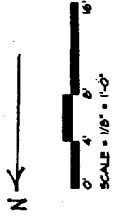
SHEET 2 OF 6

000298341

EVAN'S POND CONDOMINIUM ADDENDUM NO. 4

CITY OF FRANKLIN
MILWAUKEE COUNTY
BUILDING 5

(GARAGE PLAN)



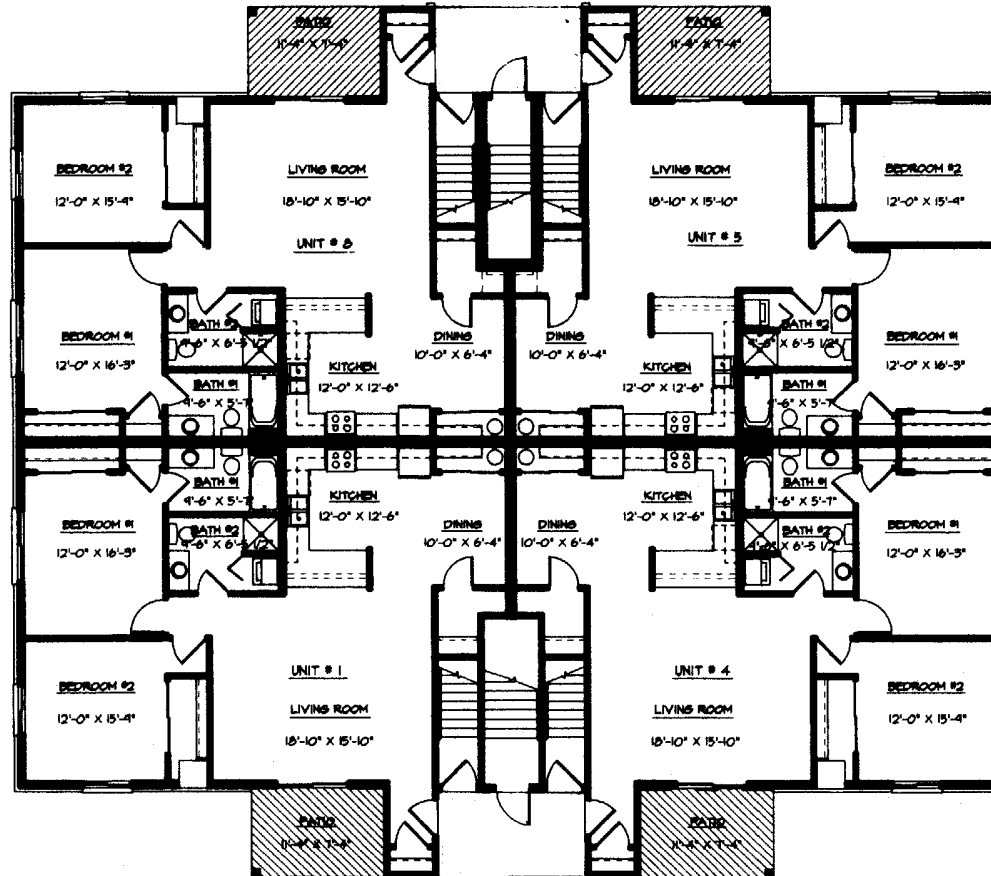
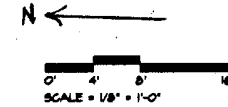
DENOTES LIMITED
COMMON AREA

SHEET 3 OF 6

DRAWN BY NANCY S. MILLER

EVAN'S POND CONDOMINIUM ADDENDUM NO. 4

CITY OF FRANKLIN
MILWAUKEE COUNTY
BUILDING 5
(FIRST FLOOR)



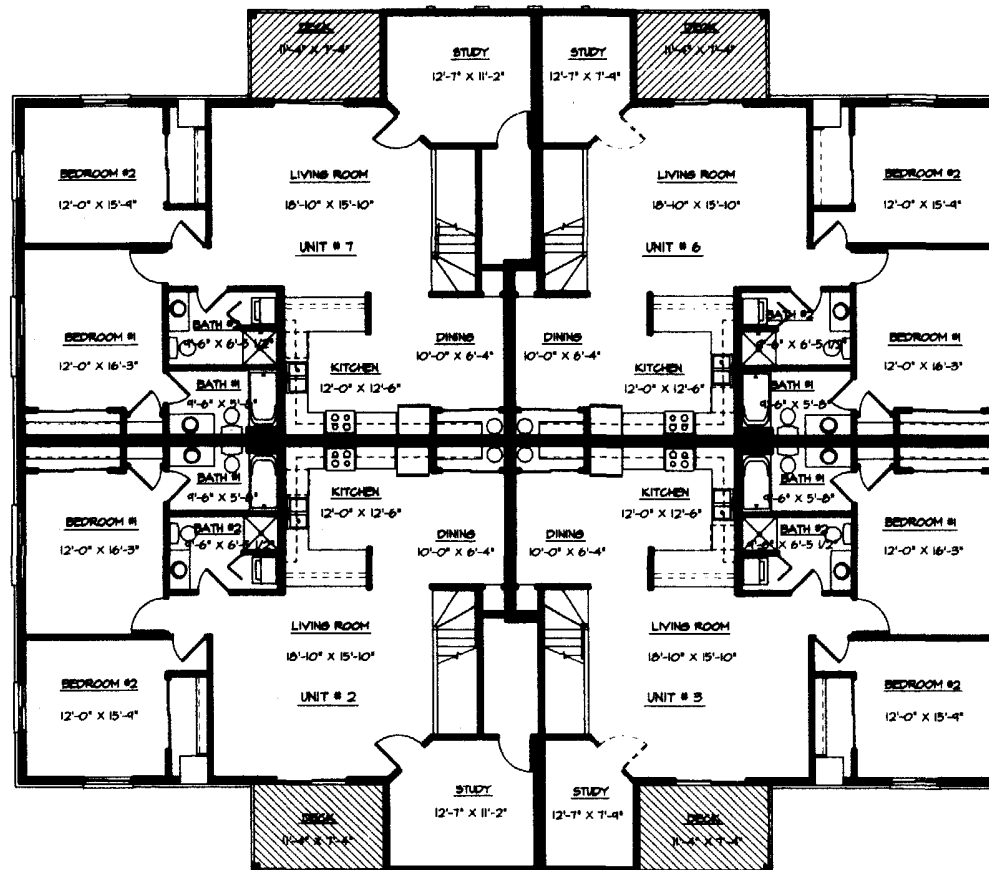
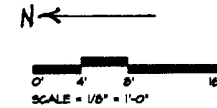
 DENOTES LIMITED COMMON AREA

SHEET 4 OF 6
DRAFTED BY HANGI S. MILLER

000298343

EVANS POND CONDOMINIUM ADDENDUM NO. 4

CITY OF FRANKLIN
MILWAUKEE COUNTY
BUILDING 5
(SECOND FLOOR)



DENOTES LIMITED COMMON AREA

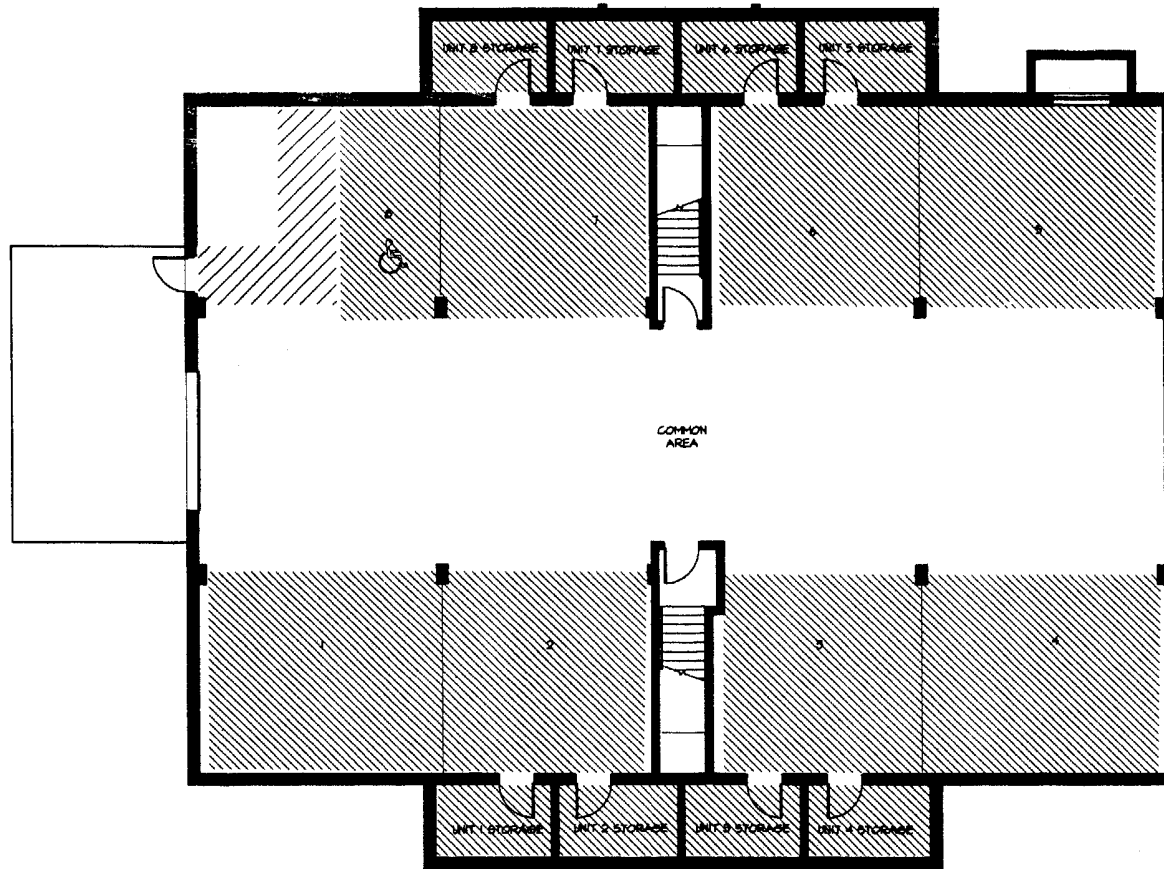
SHEET 5 OF 6
DRAFTED BY Nanci S. Miller

EVAN'S POND CONDOMINIUM ADDENDUM NO. 4

CITY OF FRANKLIN
MILWAUKEE COUNTY

REVISED GARAGE PLAN BUILDINGS 1, 4 & 7

0' 4' 8' 16'
SCALE = 1/8" = 1'-0"



DENOTES LIMITED
COMMON AREA

SHEET 6 OF 6

DRAFTED BY HANGI S. MILLER

SHEET - OF - SHEET

000298345



* 0 9 3 6 6 0 3 0 *

Document Number

**SEVENTH AMENDMENT TO
DECLARATION OF CONDOMINIUM**
Title of Document

DOC.# 09366030

THIS AMENDMENT to the Declaration of Condominium of Evan's Pond Condominium was enacted by a meeting of the membership.

REGISTER'S OFFICE | SS
Milwaukee County, WI

RECORDED 01/09/2007 11:57AM

WITNESSETH:

JOHN LA FAVE
REGISTER OF DEEDS

AMOUNT: 19.00

A. The legal description is Building 1, Unit 1; Building 1, Unit 2; Building 1, Unit 3; Building 1, Unit 4; Building 1, Unit 5; Building 1, Unit 6; Building 1, Unit 7; Building 1, Unit 8; Building 2, Unit 1; Building 2, Unit 2; Building 2, Unit 3; Building 2, Unit 4; Building 2, Unit 5; Building 2, Unit 6; Building 2, Unit 7; Building 2, Unit 8; Building 3, Unit 1; Building 3, Unit 2; Building 3, Unit 3; Building 3, Unit 4; Building 3, Unit 5; Building 3, Unit 6; Building 3, Unit 7; Building 3, Unit 8; Building 4, Unit 1; Building 4, Unit 2; Building 4, Unit 3; Building 4, Unit 4; Building 4, Unit 5; Building 4, Unit 6; Building 4, Unit 7; Building 4, Unit 8; Building 5, Unit 1; Building 5, Unit 2; Building 5, Unit 3; Building 5, Unit 4; Building 5, Unit 5; Building 5, Unit 6; Building 5, Unit 7; Building 5, Unit 8; Building 6, Unit 1; Building 6, Unit 2; Building 6, Unit 3; Building 6, Unit 4; Building 6, Unit 5; Building 6, Unit 6; Building 6, Unit 7; Building 6, Unit 8; Building 7, Unit 1; Building 7, Unit 2; Building 7, Unit 3; Building 7, Unit 4; Building 7, Unit 5; Building 7, Unit 6; Building 7, Unit 7; Building 7, Unit 8; Building 8, Unit 1; Building 8, Unit 2; Building 8, Unit 3; Building 8, Unit 4; Building 8, Unit 5; Building 8, Unit 6; Building 8, Unit 7; Building 8, Unit 8; Building 9; Building 10, Unit 1; Building 10, Unit 2; Building 10, Unit 3; Building 10, Unit 4; Building 10, Unit 5; Building 10, Unit 6; Building 10, Unit 7; Building 10, Unit 8; Building 11, Unit 1; Building 11,

Recording Area

Name and Return Address
Attorney Jessica L. Boeldt
Law Firm of Jonathan B. Levine
8989 N. Port Washington Road, Suite 211
Milwaukee, WI 53217-1633

Parcel Identification Number (PIN)

Unit 2; Building 11, Unit 3; Building 11, Unit 4; Building 11, Unit 5; Building 11, Unit 6; Building 11, Unit 7; Building 11, Unit 8; Building 12, Unit 1; Building 12, Unit 2; Building 12, Unit 3; Building 12, Unit 4; Building 12, Unit 5; Building 12, Unit 6; Building 12, Unit 7; Building 12, Unit 8; Building 13, Unit 1; Building 13, Unit 2; Building 13, Unit 3; Building 13, Unit 4; Building 13, Unit 5; Building 13, Unit 6; Building 13, Unit 7; Building 13, Unit 8; Building 14, Unit 1; Building 14, Unit 2; Building 14, Unit 3; Building 14, Unit 4; Building 14, Unit 5; Building 14, Unit 6; Building 14, Unit 7; Building 14, Unit 8, together with an undivided interest in and to the common elements and facilities set forth in the Declaration of Condominium for Evan's Pond Condominium recorded in the office of the Register of Deeds on February 22, 1995 as Document No. 7055739, and as amended by the First Amendment to Condominium Declaration recorded on April 7, 1995 as Document No. 7069649; Second Amendment to Condominium Declaration recorded on August 29, 1996 as Document No. 7259731; Third Amendment to Condominium Declaration recorded on September 19, 1996 as Document No. 7266597; Fourth Amendment to Condominium Declaration recorded on December 23, 1996, as Document No. 7305982; Fifth Amendment to Condominium Declaration recorded on July 15, 1998 as Document No. 7564968; and Sixth Amendment to Condominium Declaration recorded on September 11, 2000 as Document No. 7959027. Located in the City of Franklin, Milwaukee County, Wisconsin.

Continued next page

B. The current owners of units at Evan's Pond Condominium wish to ensure to its members the benefits from owner-occupied homes. These benefits include an increased quality of life and a stable and increased market value for units as a result of high standards of maintenance and repair, continuity of residents, and increased cooperation and compliance with Association governance. The Association believes owner-occupied homes will also enhance the ability of unit owners to finance and refinance their homes.

THEREFORE, the Association hereby resolves as follows:

Paragraph 12 of the Declaration, which reads as follows, is deleted:

12. RESTRICTION ON USE AND OCCUPANCY

Each unit shall be occupied and used only for single family private dwelling purposes as provided in the Bylaws of the Association. No trade shall be carried on anywhere within the condominium, except as otherwise provided herein. All leases or rental agreements shall be in writing. Units may be leased or rented, however, the lease must have a minimum initial term of six (6) months. Any person occupying a unit with the authority of an owner shall comply with all the restrictions, covenant and conditions imposed herein and by the Bylaws of the Association. No rooms in any unit may be rented and no transient tenants may be accommodated.

Paragraph 12 of the Declaration is recreated to read as follows:

12. Non-Owner Occupancy of Units Restricted.

A. The units at the condominium are restricted exclusively to residential use. Occupancy of a unit shall only be by the Owner thereof and no rental, lease or other occupancy of the unit shall be allowed, subject only to the following exceptions:

1. The Unit Owner's immediate family members, which is herein defined as a parent, child, spouse, sibling, grandparent, grandchild, uncle, aunt, niece, nephew, great-uncle, great-aunt, great-nephew, great-niece, first cousin, or second cousin by blood, marriage, or adoption and includes half and step relatives, may occupy the unit.
2. One adult guest of the Owner is allowed, provided that the Owner resides in the unit simultaneously with the guest.
3. This section shall not apply to Unit Owners (or their immediate family members, should any of them succeed the owner in ownership,) who rent or lease their unit as of the date of enactment of this Amendment, or owners whose units are vacant and are held out for a lease as of that date. This permission expires if the unit is unrented for 120 continuous days or when the ownership of the unit is voluntarily transferred to a person other than an immediate family member.
4. A trustee, or other such fiduciary, if the occupant of the unit is a beneficiary of the fiduciary entity.
5. Mortgagees of the unit, or the Association, where the unit is

acquired by foreclosure of the mortgagee's or Association's interest, either judicially or by accepting a deed in lieu of foreclosure.

6. **Special Hardship Exception.** The Board of Directors shall have the authority to waive the requirements of this section upon request of a Unit Owner if it determines that enforcement thereof in the particular circumstances would result in an unreasonable hardship upon the Unit Owner, and that the exception would not jeopardize the interest of the Association in promoting owner-occupancy of units. If any Unit Owner shall desire to lease to, or cause a Unit to be occupied by a person other than an immediate family member pursuant to this hardship exception, said lease or occupancy shall require the approval of the Board of Directors, or at the Directors' discretion, a committee appointed by the Board of Directors, and further provided that said lease or occupancy shall be limited to a certain duration not to exceed twelve months. Any application for an exception must be in writing and give the reasons for requesting the exception. The Board or the committee shall convene a meeting within 30 days after receipt of notice, advising the Unit Owner of the time and place of a meeting and giving the Unit Owner an opportunity to appear. The Board or committee shall make a decision as to whether or not to grant the hardship exception within seven days of said meeting and the reasons shall be briefly stated in writing. The decision shall be binding on the Association and the parties.

B. No Unit Owner shall be permitted to lease a unit pursuant to this section unless and until the unit Owner shall pay the Board of Directors, on behalf of the Association, all unpaid common charges theretofore assessed against that unit and until the Unit Owner shall have satisfied all unpaid liens against that unit, except permitted mortgages, unless the Board of Directors shall specifically find that arrangements for payment have been made, including, if appropriate, an assignment of rents subordinate to any rights of any mortgagee.

C. In the event of occupancy, rental or lease, permitted or otherwise, the tenant is liable for any violation or failure to comply with the declaration, bylaws, or association rules, which results in a charge, fine or assessment imposed by the association pursuant to the declaration, bylaws or association rules. Any such violation or failure to comply with the declaration, bylaws, or association rules shall constitute a breach of the lease. If the association imposes a charge, fine or assessment as the result of a violation by the tenant, the Association shall provide both the tenant and the Unit Owner with notice of same, pursuant to Wis. Stat. §704.21 (2)(a) to (e), or as Wisconsin law may otherwise provide for service of notice upon a landlord or a tenant, and include:

1. The amount of charges, fines or assessments for which the tenant is liable; and
2. Notice that if the tenant fails to pay the association the amount for which the tenant is liable within 30

days after the tenant receives the notice, the Owner is liable to the association for the amount unpaid by the tenant although the tenant may be liable to the Unit Owner for any amounts the Unit Owner pays.

Thereafter, if the tenant fails to pay the charge, fine, or assessment within 30 days of receiving the notice, the Unit Owner shall be liable for amounts not paid by tenant. Said Unit Owner covenants and agrees that in the event of a violation of the Declaration, bylaws or rules of the condominium which results in a breach of the lease, the Association may stand in the shoes of the Owner for the purpose of taking legal action against the tenant to restrain or to evict said tenant according to law, provided that the Owner shall first be given a reasonable opportunity to correct said violation. The Owner shall provide the Association with a written lease between the Owner and the tenant within five (5) business days of entering or renewing same. The lease must contain the following language:

"Tenants have been advised of the Declaration, bylaws, and rules and regulations of the condominium and have been given a copy of same. A violation of any of these documents shall be construed as a violation of this lease."

D. Any violation of this Article concerning non-owner-occupied units shall result in a fine to the Unit Owner of \$25.00 per day and said Unit Owner shall be responsible for the reasonable and actual attorney fees and other costs incurred by the Association in connection with enforcing this section.

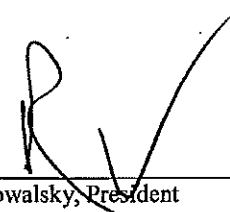
E. Every Unit Owner assigns all rents and profits from any lease, permitted or not, to the Association for the purpose of reimbursing the Association for overdue assessments, special or ordinary fines, levied by the Association against the unit or the Unit Owner, provided that in the event of conflict, said assignment shall be subordinate to any assignment to a mortgagee of the unit.

BE IT FURTHER RESOLVED, that this amendment shall take effect upon the recording of same.

C. I, Robert Kowalsky, being President of Evan's Pond Condominium (the "Association"), do hereby certify that:

1. All of the owners of at least sixty-six and two-thirds percent of the units have consented to and approve to this amendment to the Declaration of Condominium.
2. The vote was taken by written ballot.
3. The written ballots, and the consent of mortgagees as required, are on file with Evan's Pond Condominium.

Signed this 20 day of December, 2006.

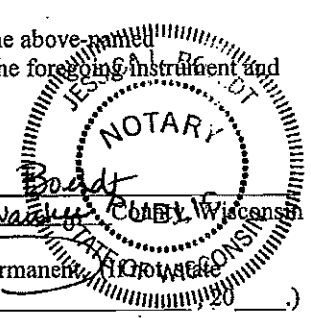

Robert Kowalsky, President

This document was drafted by Jessica L. Boeldt.

ACKNOWLEDGEMENT

State of Wisconsin)
) ss.
County of Milwaukee)

Personally came before me this 20th day of December, 2006 the above-named Robert Kowalsky to be known to be the person who executed the foregoing instrument and acknowledge the same.


Jessica L. Boeldt
Notary Public, Milwaukee County, Wisconsin

My commission is permanent, (if not, state expiration date: _____.)

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Article VI	- Duties and Obligations of Unit Owners	Page 29
Article VII	- General	Page 32
Article VIII	- Amendments	Page 32
Article IX	- Miscellaneous	Page 32

BYLAWS
OF
EVAN'S POND CONDOMINIUM

ARTICLE I
NAME AND PURPOSE

Pursuant to the Articles of Incorporation of Evan's Pond Condominium Association, Inc., and the Condominium Declaration of Evan's Pond Condominium, recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin, (hereinafter called the "Declaration") by M.A. Jordan, LLC (together with its successors and assigns hereinafter "Declarant"), the following are adopted as the Bylaws of Evan's Pond Condominium Association, Inc. (hereinafter referred to as the "Association"), which is a non-profit 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 use and ownership, as provided in the Unit Ownership Act under the laws of the State of Wisconsin and subject to the terms and conditions of the Declaration.

These Bylaws 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 corporation shall have two classes of members, and the rights and qualifications of the members are as follows:

(a) CLASS A MEMBERS.

1. Defined. Class A members shall be all unit owners, with the initial exception of the Declarant, and shall have one vote for each unit owned. Every unit owner upon acquiring ownership automatically becomes a member of the Association and 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.

2. One Membership Per Unit. One Class A membership and one vote shall exist for each unit excepting those units owned by Declarant. 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 interest must be voted pursuant to the nomination contained in the Membership List.

3. Membership List. The Association shall maintain a current Membership List showing the membership pertaining to each unit 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 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.

4. 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 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.

(b) CLASS B MEMBERS.

Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each unit owned. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in Class A membership equal or exceed the total votes outstanding in Class B membership, or a date not exceeding three (3) years from the first conveyance to any person other than a Declarant whichever first occurs.

2.2 QUORUM AND PROXIES FOR MEMBERS' MEETINGS

A quorum for members' meeting 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. The act of a majority of votes present in person or by proxy at any meeting at which a quorum is present shall be the act of the members. Proxies shall be valid only for the particular meeting(s) or time period designated therein, 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 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, 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 thirty (30) 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. The annual meeting shall be held on the third Monday in January 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 one-third ($\frac{1}{3}$) or more of all votes entitled to be cast.

ARTICLE III

BOARD OF DIRECTORS

3.1 NUMBER AND QUALIFICATIONS OF DIRECTORS. The initial Board of Directors shall consist of one (1) person appointed by Declarant, who need not be a member of the Association, to serve as hereinafter set forth. Prior to the conveyance of twenty-five percent (25%) of the common element interest to purchasers, the Association shall hold a meeting and the unit owners other than the Declarant shall elect at least twenty-five percent (25%) of the members of the Board of Directors. Prior to the conveyance of fifty percent (50%) of the common element interest to purchasers, the Association shall hold a meeting and the unit owners other than the Declarant shall elect at least thirty-three and one-third percent ($33 \frac{1}{3}\%$) of the members of the

Board of Directors. The remaining members of the Board of Directors shall serve until Class B membership ceases and is converted to Class A membership as provided in Article III herein or a date not exceeding three (3) years from the first conveyance of a unit by a Declarant to any person other than Declarant, whichever shall occur first. Thereafter, the Board of Directors shall consist of five (5) persons, to be classified with respect to the terms for which they severally hold office as set forth in Paragraph 3.3 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.

3.2 POWERS AND DUTIES OF THE BOARD OF DIRECTORS.

The affairs of the Association 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 Bylaws.

3.3 ELECTION AND TERM OF DIRECTORS. At the first annual meeting of the Association after the termination of Class B membership, the members shall elect five (5) Directors to be classified with respect to the terms for which they hold office by dividing them into three (3) classes as follows:

(a) Two (2) directors whose term will expire after one (1) year, at the next annual meeting of the Association.

(b) Two (2) directors whose term will expire after two (2) years, at the second annual meeting of the Association after his election.

(c) One (1) director whose term will expire after three (3) years, at the third annual meeting of the Association after his election.

The successors to the class of directors whose terms expire as set forth above shall be elected to hold office for a term of three (3) 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.

3.4 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.

3.5 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 members entitled to be cast and a successor may then and there be elected to fill the vacancy thus created.

3.6 REGULAR MEETINGS AND NOTICE. A regular annual meeting of the Board of Directors shall be held immediately after, and at the same place as, the annual meeting of the members. Notice of the regular annual meeting of the Board of Directors shall not be required.

3.7 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.

3.8 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 of notice by him 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.

3.9 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.

3.10 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. Where an outside management agent has the responsibility of handling

or administering funds of the Association, the management agent shall be required to maintain fidelity bond coverage for its officers, employees and agents handling or responsible for funds of, or administered on behalf of, the Association. Such fidelity bonds shall name the Association as an obligee and shall not be less than the estimated maximum of funds, including reserve funds, in the custody of the Association or the management agent, as the case may be, at any given time during the term of each bond. However, in no event may the aggregate amount of such bonds be less than a sum equal to three (3) months' aggregate assessment on all units plus reserve funds. The bond shall contain waivers by the insurers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees" or similar terms or expressions. The premiums on all bonds required hereto, except those maintained by the management agent, shall be paid by the Association as a common expense. The bonds shall provide that they may not be cancelled or substantially modified without at least ten (10) days' prior written notice to the Association.

3.11 COMPENSATION. No director of the corporation shall receive any fee or other compensation for such services rendered to the Association, except by specific resolution of the membership.

3.12 INFORMAL ACTION. Any action which is required to be taken at a meeting of the Board of Directors or which may be taken at such meeting, may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all of the directors entitled to vote with respect to the subject matter. Such consent shall have the same force and effect as unanimous vote.

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 the 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.

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 Vice-President are unable to act, the Board of Directors shall appoint some other member of the Board to do so on an interim basis. The Vice-President shall also perform such other duties as shall from time to time be imposed upon him by the Board 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 Secretary.

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 charges and assessments made by 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 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 has 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.

4.7 COMPENSATION. No 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

OPERATION OF THE PROPERTY

5.1 THE ASSOCIATION. The Association, acting through the Board of Directors, shall be responsible for administration and operation of the condominium property, in accordance with the Declaration, the Articles of Incorporation, and these Bylaws. The Association may contract for management services and a managing agent with respect to the administration and operation of the condominium.

5.2 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 areas and facilities by persons entitled thereto.

5.3 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 common charges 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 and charged 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 common charges shall be prorated and paid monthly to the Association on or before the first day of each month. If any payment is not made within ten (10) days of the due date, the charges shall bear interest at the rate of twelve percent (12%) per annum until paid in full.

5.4 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 with greater than annual frequency, such as amounts

required for the cost of maintenance of the common elements, lawn care and snow removal, insurance, common services, 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 shall be first charged against the reserve fund. In the event that both funds prove inadequate to meet the necessary common expenses, the directors may levy a further assessment which shall be charged to each owner in proportion to his ownership interest as set forth in the Declaration.

The reserve fund may include such amounts as the Board of Directors may deem necessary to provide for the purchase or lease of any unit whose owner wishes to sell or lease to the Association. 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 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 thereof.

The annual budget shall be prepared and determined by December 15 of each calendar year. The Board of Directors shall advise all members of the Association in writing of the amount of common charges payable on behalf of each unit by the date of the annual members' meeting and shall furnish copies of the budget on which such common charges 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 charges 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 charges, then the directors shall notify all members of a meeting called for the sole purpose of reviewing such charges or budget. At such meeting, the vote of more than fifty percent (50%) of the membership entitled to vote may revise the budget and charges, and such revised budget and corresponding charges shall replace for all purposes the ones previously established; provided, however, that the annual budget and charges 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 charges have not been established and made for any two preceding years, then the budget and charges may not be revised downward until two years of experience exist.

5.5 DEFAULT. 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 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 suit and the legal interest, together with a reasonable attorney's fee.

5.6 MANNER OF BORROWING MONEY. Upon the affirmative vote of unit owners having sixty-seven percent (67%) or more of the votes at a meeting called for such purpose, the Association may borrow money for Association needs and assess unit owners according to their respective percentages a charge sufficient to cover monthly principal and interest amortization. The President and Secretary on behalf of the Association shall be authorized to execute the necessary loan documents.

5.7 MANNER OF ACQUIRING AND CONVEYING PROPERTY. Upon the written consent of seventy-five percent (75%) or more of the unit owners, the Association may acquire land in its own name. The President and Secretary on behalf of the Association shall be authorized to execute necessary documents to effectuate the acquisition.

Upon written consent of seventy-five percent (75%) of unit owners and mortgagees portions of the Property as described in the Declaration may be sold. However, the Declaration shall be amended to reflect such sale. Proceeds of any sale shall be divided among the unit owners according to their respective percentages.

ARTICLE VI

DUTIES AND OBLIGATIONS OF UNIT OWNERS

6.1 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 Bylaws, and the rules and regulations of the Association, including the following:

a) USE. No unit to be occupied or used for any purposes other than a single family private residence provided, however, that home offices for business persons are an acceptable use.

b) OBSTRUCTIONS. There shall be no obstruction of the common elements and facilities and nothing shall be stored therein without the prior consent of the Association.

c) 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.

d) SIGNS. No sign of any kind shall be displayed to the public view on or from any unit or the commons without prior consent of the Association.

e) ANIMALS. No reptiles or uncaged birds shall be permitted within the Condominium. Unit owners may keep no more than two (2) cats or one (1) dog weighing less than forty-five (45) pounds per Unit; provided, however, that:

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

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

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

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

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

(vi) As it pertains to Building #9, no more than four (4) cats shall be permitted, provided, however, that upon the vacating of Building #9, by John E. Walton, this provision shall be deleted.

(vii) Any and all costs of repairing damage caused by a pet shall be borne by its owner. Any Unit Owner failing to comply with this Section shall, absent unusual circumstances under which the Board of Directors determines that some lesser or other remedial action is appropriate, be assessed a monthly pet fee in an amount of Five hundred Dollars (\$500.00) per month or part thereof until the owner has complied. Such pet fee may be collected in the same manner as assessments under Section 5.3.

f) 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.

g) 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.

h) 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.

i) REMEDIES. Failure to comply with any of these Bylaws or any other rules, regulations, covenants, conditions or restrictions imposed by the Act, the Declaration or the Board shall be grounds for action to recover sums due for damages or injunctive relief or both, maintainable for the Association or, in a proper case, by an aggrieved member.

6.2 MAINTENANCE AND REPAIR OF UNITS. Every 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 owners shall be personally liable to the Association for any damages caused by his failure to do so.

6.3 LIMITED COMMON ELEMENTS. Every unit owner must maintain the limited common elements appurtenant to his unit in clean and proper condition. No objects or structures other than approved moveable furniture or decorative pieces, shall be placed thereon 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. Until all units are sold by Declarant or twenty-four (24) months after the sale of the first unit to be sold, whichever shall occur first, the Declarant shall have the sole and exclusive right to either approve or disapprove decorations, moveable furniture or other decorative pieces in the limited common elements as set forth in this paragraph. As soon as all units are sold or the expiration of twenty-four (24) months after the sale of the first unit, whichever shall occur first, the right of approval or disapproval shall rest with the Board of Directors of the Association.

6.4 ADDITIONAL RULES AND REGULATIONS. Additional rules and regulations concerning the use of the common and limited common elements or facilities may be promulgated and amended by the Board of Directors. Copies of such rules and regulations shall be furnished by the Board of Directors to each unit owner prior to their effective date.

ARTICLE VII

GENERAL

7.1 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.

7.2 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 VIII

AMENDMENTS

8.1 BY MEMBERS. These Bylaws may be altered, amended or repealed and new Bylaws may be adopted by the members, at any meeting called for such purpose, by an affirmative vote of unit owners having sixty-six and two-thirds percent (66 2/3%) or more of the votes.

8.2 RIGHTS OF DECLARANT. No amendment of these Bylaws shall alter or abrogate the rights of Declarant, without the Declarant's consent, as contained in these Bylaws. Declarant shall have the right to amend these Bylaws, at its sole discretion, until the Class B membership shall cease, provided, such amendment shall not materially affect or impair the rights or obligations of the unit owners and/or their respective mortgagees.

ARTICLE IX

MISCELLANEOUS

9.1 RECORD OF OWNERSHIP. Every unit owner shall promptly cause to be duly recorded or filed of record the deed, lease, assignment or other conveyance to him of such unit or other evidence of his title thereto, and shall file such lease with and present such other evidence of this title to the Board of Directors, and the Secretary shall maintain all such information in the record of ownership of the Association.

9.2 MORTGAGES. Any unit owner who mortgages his unit or any interest therein shall notify the Board of Directors of the name and address of this mortgagee, and shall maintain all such information in the record of ownership of the Association. The Board of Directors at the written request of any mortgagee shall furnish timely written notice of:

- A. Any condemnation loss or any casualty loss which affects the material portion of the property or any unit on which there is a first mortgage held, insured, or guaranteed by such mortgagee, insurer or guarantor, as applicable;
- B. Any delinquency in the payment of assessments or charges owed by an owner of a unit subject to a first mortgage held, insured or guaranteed by such mortgagee, insurer or guarantor, which may remain uncured for a period of sixty (60) days.
- C. Any lapse, cancellation or material modification of any insurance policy maintained by the Association;
- D. Any proposed action which will require the consent of a specified percentage of eligible mortgagees.

The Board of Directors at the request of any prospective purchaser of any unit or interest therein shall report to such person the amount of any assessments against such unit then due and unpaid.

The Association shall be required to make available to unit owners and mortgagees, and to holders, insurers or guarantors of any mortgage, current copies of the Declaration, Bylaws, other rules concerning the project and the books records and financial statements of the Association. "Available" means available for inspection, upon request, during normal business hours or under other reasonable circumstances.

9.3 BOOKS OF RECEIPTS AND EXPENDITURES;
AVAILABILITY FOR EXAMINATION. The Association shall keep detailed, accurate records using standard bookkeeping procedures or receipts and expenditures affecting the common elements, specifying and itemizing the maintenance and repair expenses of the common elements and any other expenses incurred. The records and the vouchers authorizing the payments shall be available for examination by the unit owners at convenient hours.

9.4 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 expenses 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 IX contained shall be deemed to obligate the Association to indemnify and 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 Unit Ownership Act, the Article and Bylaws of the Association, as a member of the Association, or owner of a condominium unit covered thereby.

9.5 SUBROGATION. These Bylaws are subordinate and subject to all provisions of the Declaration and any amendments thereto and the Unit 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 meaning as in the Declaration or said Unit Ownership Act.

9.6 INTERPRETATION. In case any provision of these Bylaws shall be held invalid, such invalidity shall not render invalid any other provision hereof which can be given effect. Nothing in these Bylaws 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 owner.

9.7 ASSOCIATION MAILING ADDRESS. The mailing address of the association is 9380 West Loomis Road, Franklin, Wisconsin 53132.

- End of Bylaws -

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ARTICLES OF INCORPORATION
OF
EVAN'S POND CONDOMINIUM ASSOCIATION, INC.
(A Non-Stock, Non-Profit Corporation)

The undersigned, being a natural person over the age of twenty-one (21) 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 Evan's Pond Condominium Association, Inc.

ARTICLE II

PERIOD OF EXISTENCE

The period of existence of the corporation shall be perpetual.

ARTICLE III

PURPOSES

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

(a) To serve as an association of unit owners who own real estate and improvements under the condominium form of use and ownership (such real estate and improvements hereinafter referred to as "condominium property"), as provided in the Unit Ownership Act under the laws of the State of Wisconsin and subject to the terms and conditions of the Condominium Declaration for Evan's Pond Condominium, 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 Unit Ownership Act and the Declaration; and

(c) To engage in lawful activity included in and permitted under the Unit 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 corporation shall have all the powers enumerated in the Wisconsin Non-Stock Corporation Law, to the extent, not inconsistent with the Unit Ownership Act, or the Declaration, or the Bylaws, including without limitation, the following:

(a) To exercise exclusive management and control of the common areas and facilities and limited common areas 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 corporation as set forth in the Declaration;

(c) To maintain, repair, replace, reconstruct, operate and protect the common areas and facilities and limited common areas 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 corporation and the common expenses relating to the maintenance, repair, replacement, reconstruction, operation and protection of the common areas and facilities and limited common areas 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 corporation and its members as set forth in the Declaration;

(g) To make and amend Bylaws and reasonable 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 Unit Ownership Act, the Declaration, the Bylaws 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 corporation; and

(j) To do all things necessary or convenient to effectuate the purposes of this corporation and the Declaration.

ARTICLE V

MEMBERS

The corporation shall initially have two classes of voting membership. The designation of such classes, and the respective rights and qualifications of the two classes of membership, shall be as set forth in the Bylaws of the corporation.

ARTICLE VI

PRINCIPAL OFFICE AND REGISTERED AGENT

The location of the initial principal office shall be 9380 West Loomis Road, Franklin, Wisconsin 53132. The name of its initial registered agent at that address is John E. Walton.

ARTICLE VII

DIRECTORS

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

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

John E. Walton
9380 West Loomis Road
Franklin, Wisconsin 53132

Martin A. Jordan
8763 Parkview Court
Wauwatosa, Wisconsin 53226

Patrick W. Jordan
Kech, Mahin and Cate
One Maritime Plaza, 23rd Floor
San Francisco, California 94111-3577

ARTICLE VIII

INCORPORATOR

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

Attorney Stephen A. Hartman
Trapp & Hartman, S.C.
14380 West Capitol Drive
Brookfield, Wisconsin 53005

ARTICLE IX

STOCK, DIVIDENDS, DISSOLUTION

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

In the event of dissolution of the corporation, all of its assets, after payment of its liabilities, shall be distributed to the members of the corporation in accordance with their undivided percentage interest in the common areas of the condominium.

ARTICLE X

AMENDMENT

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

**EVAN'S POND CONDOMINIUM ASSOCIATION
RULES & REGULATIONS
March 26, 2009**

The community lifestyle association with condominium ownership is unique and in such a community, it is imperative that a harmonious atmosphere is achieved and preserved. It is important that the rights of others are recognized and protected while, at all times, acting in the best interest of the Association as a whole. In order that all owners' rights and enjoyment of their homes are accomplished, it is important that the Rules and Regulations be established to govern conduct and to maintain a quality living community.

Pursuant to Article 5.2 of the by-laws, the following Rules and Regulations have been prepared for the purpose of governing the day-to-day use of the common elements and the activities of owners, residents and visitors. They were formulated by the Board of Directors and based on Wisconsin Condominium law and the Evan's Pond Declaration and Bylaws.

Section 703.10 of the Wisconsin Condominium Law states,

"Every unit owner shall comply strictly with the bylaws and with the rules adopted under the bylaws, as the bylaws or rules are amended from time to time, and with the covenants, conditions, and restrictions set forth in the declaration or in the deed to the unit. Failure to comply with any of the bylaws, rules, covenants, conditions, or restrictions is grounds for action to recover sums due, for damages or injunctive relief or both maintainable by the association or, in a proper case, by an aggrieved unit owner."

These rules are our rules and we all shared the responsibility of enforcing them. Changes and amendments will be made from time to time or as experience dictates. If you feel any rules is unreasonable, or if you have any suggestions towards making them more easily understood, please submit your written comments to the Board of Directors c/o:

Prospect Management Company
224 N. 76th Street
Milwaukee, WI 53213

Please be advised that owners, residents, dependents, guests, and any other individuals using Evan's Pond are subject to the Declaration, Bylaws, and rules of Evan's Pond Condominium Association. Ignorance of the Rules and Regulations, after they have been duly published, will not be a defense or basis for non-compliance.

Every Unit Owner shall possess a copy of the Declaration, Bylaws and Rules of Evan's Pond Condominium Association. Upon the sale of an individual unit, the Association will provide an updated disclosure package to the buyer at the Unit Owner's request. The

Unit Owner shall be responsible for the actually cost incurred by the Association for providing same.

1. Owners/Agents must respect the appearance of the property and the Rules relative to posting signs, banners, etc.
2. The Board is required to maintain current records relative to owners, occupants, emergency contacts, etc. Cooperation is expected.

I. SCHEDULE OF FINES: Each day a violation continues after notice is given to the Unit Owner constitutes a separate violation.

1. Defacing or damage to common property:
Minimum of \$50.00 plus cost of repair.
2. Parking Violations:
Indoor parking area - \$25.00
Outdoor parking area - \$25.00
3. Late payment fees:
Condo dues: There will be a service charge of \$25.00 for late payment after the 10th of the month.
4. Non compliance with other Rules and Regulations in our governing documents or Fire Department regulations:
1st incident - \$25.00
2nd incident - \$35.00
3rd incident - \$50.00 minimum
5. Failure to comply with any of the Bylaws, Declaration or any other rules, regulations, covenants, conditions or restrictions imposed by law or the Association shall be grounds for action to recover sums due for damages, including actual attorney fees, or injunctive relief or both, maintainable for the Association.
6. Grievance Procedure.
 - A. Any unit owner may file, in writing with the Secretary of the Association, a request for a hearing to dispute any fines issued for violations as set forth above. Upon receipt of the request for hearing, the secretary will schedule a hearing before the Grievance Committee, to be held no more than thirty (30), but not less than fourteen (14) days, after the written request is received. If a Unit Owner requests a hearing before the fine is imposed, the imposition of the fine shall be suspended until the hearing is held. Also, upon receipt of the request for hearing, the President of the Unit Owners' Association shall appoint the Grievance Committee. The Grievance Committee shall consist of three Unit Owners who are not members of the Board of Directors, relatives of

the Unit Owner requesting the hearing, witnesses at the hearing or persons otherwise interested in the hearing.

- B. The hearing shall be conducted by the Grievance Committee. The Board of Directors and the Unit owner requesting the hearing shall be entitled to examine and cross-examine witnesses. When summoned by the Grievance Committee to do so, it shall be the obligation of each Unit Owner to appear and testify at the hearing and to produce records and data relevant to the subject matter of the hearing. The hearing shall be informal and conformity to the legal rules of evidence shall not be required. Within seven (7) days after the conclusion of the hearing, the Grievance Committee shall file a written decision with the Secretary which shall be binding upon the Unit Owners effective as of the date that the fine is used upon the Unit Owner.

II. GENERAL – RULES AND REGULATIONS

1. **Unit maintenance:** Each unit owner has the responsibility for maintaining the interior and all of its equipment, fixtures and appurtenances of his or her unit in good order, condition and repair, and in a clean and sanitary condition, as set forth in Article 10 of the Declaration of Condominium. This responsibility applies to assigned parking spaces. The unit owner also has the responsibility to keep patios, balconies and assigned outdoor parking spaces in a good, clean, sanitary and attractive condition.
2. **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.
3. **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.
4. **Satellite Dish:** There shall be no television satellite dish of any type placed upon any of the common elements without the prior written consent of the Association.
5. **Signs:** No sign of any kind shall be displayed to the public view on or from any unit or the common areas without prior consent of the Association (Article VI, Section 6.1, d.).

III. USE OF UNITS:

1. No unit shall be occupied or used for any purposes other than a single-family private residence. However, a Unit Owner may use his or her unit for a home office so long as the office does not:
 - a. Violate city zoning;
 - b. Add to Association insurance costs;

- c. Have signage; or
- d. Have customers or regular deliveries

2. RENTAL OF UNITS:

- a. All leases or rental agreements shall be in writing with one copy sent to the management firm for use by the Board of Directors.
- b. All units must be leased for a minimum of six (6) months.
- c. Any person occupying a unit with the authority of an owner shall comply with the Rules and Regulations as well as the Bylaws of the Association.
- d. The owner of any such rented unit shall provide the Association with the occupant's name, telephone number, and emergency contact information.
- e. No rooms in any unit may be rented and no transient tenants may be accommodated.
- f. The owner of a rented unit shall be responsible for any damage of his or her tenant to the unit, common element or limited common element.

V. PARKING:

- 1. Outdoor parking spaces shall be available for the exclusive use of unit owners and their visitors.
- 2. Outside parking of mobile homes, trailers, boats and oversized vehicles is not permitted without Board approval.
- 3. There is a maximum of two vehicles per unit (car, van, truck or non-motorized camper). Each unit is assigned two parking spaces.
- 4. Storage of inoperable, inactive or damaged vehicles is not permitted.
- 5. Major mechanical work on vehicles is not permitted in the outdoor parking areas.
- 6. All snowed-in vehicles must be moved to a plowed-out area within 72 hours after a 2-inch snowfall.
- 7. No vehicle shall block the access to another unit, another garage, driveway, or the approach thereto.

8. INDOOR PARKING AREA:

- a. Parking of vehicles must be between the lines in the assigned stalls.

- b. No major mechanical work on vehicles is permitted.
- c. Storage of personal property is not allowed in your parking space. All storage items must be placed in your storage locker or unit.
- d. Floor drains are not to be used for disposing of oil, paint, varnish, grease, etc. These materials should be placed in sealed containers and put into the trash bins, or disposed of at community facilities specifically provided for such materials.

VI. GROUNDS:

- 1. Occupants may not plant trees, shrubs, flowers, mulch, etc., on any common area without permission and direction of the Board. This does not apply to patios or balconies.
- 2. No major alterations, such as the installation of awnings, sunshades, canopies, etc., are permitted.
- 3. GRILLS: Rules developed based on City of Franklin Fire Department Codes:
 - a. Grills may not be stored on second-story balconies.
 - b. Grills may be stored on a first floor patio within ten feet of a building when not in use.
 - c. The use of fire pits, gas appliances, or charcoal grills is not allowed on a porch or balcony.
 - d. Grilling may be done on the ground level provided the grill is a minimum of ten (10) feet away from all buildings and patios.

IX. PETS/ANIMALS:

- 1. Pursuant to Article 6(e), no reptiles or uncaged birds shall be permitted within the Condominium.
- 2. Unit owners may keep no more than two (2) cats or one (1) dog weighing less than forty-five (45) pounds per Unit.
- 3. Each pet must be under twenty six (26") inches in height when measured from the base of its forepaw to the top of the corresponding shoulder.
- 4. Pets are not permitted on any of the Common Elements while unattended or unleashed.

5. The individual attending the pet shall immediately dispose of any and all of the pet's solid waste in the proper disposal areas.
6. The pet must immediately and permanently be removed from the Condominium if, in the sole judgment of the Board of Directors, any pet is or becomes offensive, a nuisance or harmful in any way to the Condominium or violates the rules in any way.
7. Any and all costs of repairing damage caused by a pet shall be borne by its owner.
8. The owner of the pet must comply with such rules of pet ownership. Any Unit Owner failing to comply with this Section shall, absent unusual circumstances under which the Board of Directors determines that some lesser other remedial action is appropriate, be assessed a monthly pet fee in an amount of Five hundred dollars (\$500.00) per month or part there of until the owner has complied (Article VI, Section 6.1, e, vii).

X. FOR SALE SIGNS or SIGNAGE

1. Open house signage is permissible provided it is temporary. Example, Open house 12:00-3:00PM, the signs can go up prior to and be removed immediately afterward. For each day that the event occurs they would repeat the same procedure. No signage can be left up day after day.

Removal of literature or real estate fact sheet receptacles (boxes) should also be removed along with all real estate signage whether free standing, in unit windows or limited common areas.

**EVAN'S POND CONDOMINIUM ASSOCIATION INC.
RULES AND REGULATIONS
CHANGES AS OF July 26, 2004**

Mulching:

1. Owners will be allowed to mulch and they are given three colors to choose from: brown, gold or red. The Board asks that all owners do the mulching together in a building and that a weed barrier is put down, but it is not required.

Parking:

1. Owners will be allowed to park on the surface lot spaces even if they have two assigned spaces, provided that the car is moved off of the spaces and out of the property once in a 24 hour period.
2. Any third vehicle on the property must be removed with a 30 day period from the property permanently unless just cause can be given to the Board as to why it should be allowed to stay.

Evan's Pond Condominium Association

RESOLUTION AMENDING RULE REGARDING LATE FEES

WHEREAS, the board of directors of the Evan's Pond Condominium Association is empowered to adopt rules and regulations from time to time pursuant to BYLAWS Article 5.2,

WHEREAS, there is a need to enforce that the members of the Association pay the installments and the assessments for the operations and expenses of the Association in a timely manner,

WHEREAS, it is the intent of the Board of Directors to meet all financial obligations in a timely manner,

THEREFORE BE IT RESOLVED, that **"assessments which are 30 days delinquent will be forwarded to an attorney for collection, at which time a lien will be placed upon the unit, and the attorney shall be instructed to proceed to collect that lien through a foreclosure action. (By-Laws Article 5 Section 5)"** Will be added to the Rules and Regulations of the association under section I. SCHEDULE OF FINES:

BE IT FURTHER RESOLVED that **"any monthly assessment not paid on or before the 10th day of the month it is due shall be delinquent and a \$50 late fee will be assessed against the unit owner,"** will be added in place of stricken "There will be a service charge of \$25.00 for late payment after the 10th of the month."

BE IT FURTHER RESOLVED that a copy of this Resolution shall be sent to all homeowners within the association at their last known addresses.

The board of Directors adopted this resolution on October 15th, 2020, with the policy to take effect on November 15th, 2020

Susan Winn
President

10/18/2020

Claire Ugoewski
Secretary



Evan's Pond Condominiums RESOLUTION ADDING RULE

WHEREAS the board of Directors of Evan's Pond Condominium Association, INC. (the "Association") has the power to create rules and resolutions pursuant to Article 5.2 of the By-Laws;

WHEREAS it is in the best interest of the Association to address smoking in certain areas of the association and readdress homeowner concerns regarding mulch,

THEREFORE, BE IT RESOLVED that the association strike previous language and adopt the following rule into the rules and regulations under the provided heading;

Mulching

1. Owners will be allowed to mulch ~~and they are given three colors to choose from: brown, gold or red. The Board asks that all owners do the mulching together in a building and that a weed barrier is put down, but it is not required~~ their common area space adjacent to their unit, provided that the mulch matches in color and type to the mulch installed on the rest of the property.

Parking:

3. No Smoking is allowed in Underground Parking areas.

BE IT FURTHER RESOLVED that a copy of this resolution will be sent to all current homeowners at Evan's Pond Condominium Association at their present known addresses. The Board of Directors adopted this resolution on October 11th, 2021 with the policy to take effect on December 20th, 2021.

President Frank Hejdak

Vice President *Georgette Stamm*