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# **Declaration**

Document Number

Declaration of Condominium  
Cudahy Connection Condominiums  
Title of Document



DOC. # 00945533

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Name and Return Address:

Attorney John Paul Perla, Jr.  
205 Bishops Way, Ste. 231  
Brookfield, WI 53005

(Parcel Identification Number)  
682-9968-002

Drafted by:  
Attorney John Paul Perla, Jr.  
205 Bishops Way, Ste. 231  
Brookfield, WI 53005  
262-782-4000  
State Bar No. 01018415

**DECLARATION OF CONDOMINIUM**

**CUDAHY CONNECTION CONDOMINIUMS ASSOCIATION, INC.**

**CUDAHY, WISCONSIN**

**DEVELOPER AND DECLARANT**

**TBM SEVEN LLC**

## DECLARATION

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## CUDAHY CONNECTION CONDOMINIUMS

### DECLARATION OF CONDOMINIUM

TBM Seven LLC ("Declarant") hereby declares that the real estate described in Section 1 of this declaration is owned by the Declarant and is subject to the Wisconsin Condominium Ownership Act ("Act"), Chapter 703 of the Wisconsin Statutes. The real estate and all the buildings and other improvements located on the real estate shall be known and described as Cudahy Connection Condominiums ("Condominium"). The Condominium's address shall be 6000 South Buckhorn Ave., Cudahy, WI 53110, Cudahy Connection Condominiums Association, Inc. an incorporated association to serve as an association of unit owners.

#### 1. Description of Land.

The land which is the subject of this declaration and upon which the buildings and improvements are and will be located is in the City of Cudahy ("City"), County of Milwaukee, Wisconsin, and is more particularly described in the Condominium Plat attached to this declaration as Exhibit A, the legal description set forth in the attached Exhibit B, the addresses and floor plans attached as Exhibit C and the expansion real estate attached as Exhibit D respectively. This Declaration contemplates an expandable condominium which may include up to a total of 152 units if fully developed. Declarant shall be under no obligation and makes no representation that any part or all of such expansion rights shall be exercised. Additional buildings, if any, containing such units shall be constructed on the "Expansion Real Estate" in the manner described in Article 15 of this Declaration and as such Expansion Real Estate is legally described on Exhibit D.

#### 2. Description of Building.

The initial building to be completed is in the process of being constructed which shall be with the location shown on the plat of survey in Exhibit A. The Condominium building shall have a total of thirty-eight (38) "units", and their boundaries are described in Section 3 of this declaration.

Each building consists of three (3) stories and underground parking. There will be 14 first floor units with patios. There will be 24 units comprising the second and third levels and each will have a balcony. The units are as follows:

- 26 units shall contain 2 bedrooms and 2 bathrooms with 8 of the units having 2 parking stalls assigned to each unit and 18 of the units having 1 parking stall assigned to each unit.
- 6 units shall contain 1 bedroom and 1 bathroom and 1 powder room with 1 parking stall assigned to each unit.
- 2 units shall contain 2 bedrooms, 2 bathrooms, a den and 2 parking stalls shall be assigned to each unit.
- 4 units shall contain 2 bedrooms and 2 bathrooms and 1 powder room with 2 units having 2 parking stall assigned to each unit and 2 units having 1 parking stalls assigned to each unit.

The construction details are principally wood frame construction with aluminum and brick exteriors, aluminum soffit, fascia and gutters. The roofs will be asphalt composition shingles. There are 51 total underground parking spaces per building of which 49 are all specifically assigned and 2 are designated handicap spaces. Each space is marked for a particular unit. Outdoor parking is available, with 17 outside spots per building designated for visitors, one of which is designated as a handicap spot. Any assignment of extra or unused parking spaces shall be at the discretion of the Board of Directors and at such rules, regulations and fees as set forth from time to time in these condominium documents and any additional rules and regulations.

The building will be connected to the municipal water and sewer systems. All utilities for each unit will be separately metered except for sewer and water. Heating will be by natural gas and central air will be provided for each unit, with each unit having its own furnace, air conditioning unit and water heater and corresponding controls. Each unit shall also come equipped with a range, refrigerator, dishwasher, washer and dryer.

3. Description of Units.

A. A survey map of the land showing the location of the buildings are attached hereto as Exhibit A and incorporated herein by reference. A set of floor plans for the buildings showing the layout, addresses, unit number and dimensions of the units is attached hereto as Exhibit C and incorporated herein by reference. Each unit shall include, as a part of the unit, all structural components within the boundaries of the unit, all doors attached to the unit including entrance doors and patio doors, all windows located in each unit, and as to those units with a patio or balcony, it shall not include the patio, decks and balconies annexed to the exterior of the unit.

B. The boundaries of each unit are as follows:

1. The upper boundary is the horizontal plane of the undecorated finished ceiling of the uppermost level extended to an intersection with the parametrical boundaries;

2. The lower boundary is the horizontal plane of the undecorated finished floor extended to an intersection with the parametrical boundaries;

3. The parametrical boundaries are the vertical planes of the undecorated finished interiors of the perimeter walls extending to intersections with each other and with the upper and lower boundaries;

4. Surfaces included in unit. Each unit owner shall own the inner finished surfaces of the walls (drywall), floors, ceilings (drywall), bounding his or her respective unit and all surfaces of components within the unit.

5. Utility and structural components not included in unit. No unit owner shall own any electrical, plumbing, heating, air conditioning, telephonic or structural components running through his or her unit which serve more than his or her unit. All other utility lines and plumbing equipment within the unit, and heating and air conditioning systems and water heaters servicing each unit together with fireplace and fireplace chimney contained in the unit shall be considered part of the unit and repaired and maintained by and at the expense of the unit owner.

C. No unit owner shall, by deed, plat or otherwise, subdivide or in any other manner cause his or her unit to be separated into any tracts, parcels or additional units other than the whole unit as shown on the plat.

D. If any portion of the common or limited common elements shall encroach upon any unit, or if any unit shall encroach upon any other unit or upon a portion of the common or limited common elements as a result of the construction, reconstruction or repair of the building, or as a result of settling or shifting of the building a valid easement for the encroachment and for its maintenance shall exist so long as the building stands. The existing physical boundaries of a unit or common elements constructed or reconstructed in substantial conformity with the Condominium Plat shall be conclusively presumed to be the boundaries of the unit, regardless of the shifting, settlement or lateral movement of the building and regardless of minor variations between the physical boundaries described in this declaration or shown on the Condominium Plat and the existing physical boundaries of any such unit or common element.

E. Unit owners shall place only those items on the patio or balcony as approved by the Bylaws and Rules and Regulations adopted by the Board of Directors.

4. Description of Common Elements.

The common elements shall include, but not be limited to the following:

- A. Land within the Condominium;
- B. Components of plumbing, heating, electrical, telephonic or cable television systems located outside of the units or running through a unit, but serving more than one unit, and fire alarm systems;
- C. Walks, driveways, all outdoor surface parking areas which are to be for visitors (one handicap spot), sewer and water main easements and the designated car wash area in the underground parking area.
- D. All other parts of the Condominium, necessary or convenient to its existence, maintenance and safety, or normally in common use.

5. Description of Limited Common Elements.

The following common elements are permanently assigned to and limited to the use of the specific unit as follows:

A. The "limited common elements"

- (1) Each unit owner shall be entitled to the exclusive use of the parking space(s) assigned to each unit as shown on Exhibit C, page 1.
- (2) The balcony or patio immediately adjacent to each unit to which it has direct access by a door from the unit.

(3) Limited Common Elements shall include all television or cable antennas or satellite dish receiver antennas to be installed by the Declarant. The expense and maintenance of such antennas shall be the responsibility of the Association. Antennas installed by the unit owner are not permitted on common property and shall be approved initially by the Association in conjunction with Federal Communications Commission guidelines and pursuant to the Over The Air Reception Devices (OTARD) Rule. The expenses of maintenance of such antennas shall be the responsibility of the unit owners in the building in which the antennas are installed; such expense to include but not be limited to the maintenance of the power amplifier, electrical circuit or the masts or tripod to or on which the antenna is installed.

6. Unit Value for Common Element Ownership and Voting.

A. Each unit and its owner in the initial phase of development shall have a 1/38 undivided interest in common with all unit owners in the common and limited common elements as to ownership and voting percentage. The Declarant believes that the foregoing formula of ownership and voting is fair and equitable, as well as the most efficient for purposes of administration. If the maximum number of units, 152, is ever reached, the interest allowable to each unit will be 1/152.

B. Any deed, mortgage, lease or other instrument purporting to convey or encumber any unit shall be deemed to include the unit owner's undivided percentage interest in the Common Elements even though such interest is not expressly described or referred to therein.

7. Residential Use.

All units are intended for and shall be restricted to use for residential purposes only.

8. Service of Process.

The resident agent for the Condominium shall be Michael H. Dilworth, 7300 S. 13<sup>th</sup> St., Ste. 101, Oak Creek, WI 53154, as to matters provided for in the Act until all units have been sold, conveyed and paid for or until the first meeting, of the unit owners, at which time the Association may designate a successor by vote of a simple majority of a quorum present at any meeting of the Association.

9. Damage or Destruction.

In the event the Condominium is destroyed or damaged in an amount in excess of \$10,000.00 and insurance proceeds less an amount not exceeding \$10,000.00 are insufficient to complete repair and reconstruction, action by the Association by a vote of a majority of unit owners, as defined in the by-laws, taken within 90 days after the damage or destruction shall be necessary to determine whether to repair or reconstruct the Condominium as more fully described in Section 3. Article 5 of the by-laws. Damage or destruction to a lesser extent, and to a greater extent if insurance proceeds (less an amount not exceeding \$10,000.00) are sufficient to complete repair and reconstruction, shall be repaired and reconstructed pursuant to arrangement by the Board of Directors of the Association as provided in that Section of the by-laws.

10. Further Matters.

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

B. The Declarant reserves the right for a period of 5 years from the date of this declaration to cause one or more of the units it owns to be maintained as a model unit and office and to display any models and the common elements of the Condominium for purposes of selling units in the Condominium or in other projects of the Declarant, together with appropriate signage located in the common elements identifying the Declarant and its agents and locating and giving any information regarding any model unit and office.

C. Rules and regulations (in addition to the by-laws) concerning the use of the units and the common and limited common elements, including provisions limiting keeping of animals and other pets, may be established and amended by the Board of Directors of the Association. Copies of these rules and regulations shall be furnished by the Board of Directors of the Association to each unit owner prior to the effective date of the rules and regulations.

D. The Declarant hereby reserves for the Association acting by and in the discretion of its Board of Directors, the right to grant to itself, to the City, or to public or semipublic utility companies, easements and rights-of-way for the erection, construction and maintenance of all poles, wires, pipes and conduits for the transmission of electricity, gas, water, telephone and for other purposes, for sewers, storm water drains, gas mains, water pipes and mains, and similar service, and for performing any public or quasi-public utility function that the Board of Directors may deem fit and proper for the improvements and benefit of the Condominium. These easements and rights-of-way shall be confined, so far as possible, in underground pipes or conduits, with the necessary rights of ingress and egress and the rights to do whatever may be necessary to carry out the purposes for which these easements are created.

E. The Declarant further reserves, for Declarant and Declarant's successors and assigns access to and the right to connect to any such roads and underground pipes or other conduits described in Section 10 D of this declaration for the improvement and benefit of the owner. The Declarant reserves the same rights for the improvement and benefit of other real estate of which the Declarant acquires title. Any such connection shall be at the expense of the Declarant. The rights created under this paragraph shall terminate if not exercised within 10 years from the date of this declaration.

F. The development of this Condominium has been approved by the City of Cudahy by its Board of Zoning Appeals decision dated May 6, 2003 and is subject to all of the terms and conditions of that approval, including, without limitation, that the roadway (except for any public roads), walks and parking areas in the Condominium shall be private, that the City shall not bear any cost for construction, reconstruction, snow removal, maintenance or repair of the private roadways, walks or parking areas, that the Declarant shall provide surface water drainage, storm and sanitary sewer facilities, water mains, and landscaping in accordance with the preliminary plans approved by the City. The preliminary plans, and the Minutes of meetings reflecting agreements and approvals concerning the Condominium are available for inspection at the City Hall, Cudahy, Wisconsin.

11. Amendment of Declaration.

A. This declaration may be amended with the written consent of at least 75% of the total number of votes in the association of the unit owners cast in person or by proxy by unit owners at a meeting duly held in accordance with the provisions of the By-Laws. No unit owners consent shall be effective without the consent of the first mortgagee of such unit.

B. This declaration may also be amended by Declarant to interchange the location of limited common area prior to the actual conveyance of any such unit and to change location of parking spaces serving a unit prior to the initial conveyance of the unit. The unit owners, by acceptance of a Condominium deed to a unit, consent to the interchange of types of units and the relocation of parking spaces as provided in this Section 11 B and appoint Declarant and Declarant's successors and assigns as attorney in fact with irrevocable power coupled with an interest to execute and deliver an amendment in accordance with these provisions.

C. This declaration may be amended by the Declarant to conform to any requirements of HUD and the Veteran's Administration in order to qualify the development for financing for individual units from these government entities.

12. Additional Rights of Lenders.

A. As to the holder of any mortgage ("Lender") of a unit which has notified the Association in writing, delivered or mailed by certified mail to the place for service of process stated in Section 8 of this declaration that it desires to receive notice of the following matters:

(1) The Board of Directors of the Association shall give the lender written notice by mail of the call of any meeting of the membership or the Board of Directors of the Association to be held for the purpose of considering any proposed amendment to this declaration, the articles or the by-laws;

(2) The Board of Directors of the Association shall give the lender, by mail, a copy of the notice of default which is given to any unit owner on any failure to comply with or violation of any of the provisions of this declaration, the articles or the bylaws and rules and regulations, at the time of notice to any unit owner: and

B. Unless all lenders have given their prior written approval, the Association shall not:

(1) Change the undivided percentage interest in the common elements of the Condominium relating to the unit:

(2) Partition or subdivide any unit or abandon, partition, subdivide, encumber or convey the common elements of the Condominium (granting, of easements for public utilities excepted):

(3) By act or omission seek to abandon the Condominium status of the Condominium except as provided in Section 9 of this declaration in case of substantial damage to or destruction of the Condominium; or

(4) Use hazard insurance proceeds for losses to the Condominium property for other than the repair of the property, except as authorized by law.

C. A lender who comes into possession of a unit pursuant to the remedies provided in the mortgage, a foreclosure of the mortgage or a deed (or assignment) in lieu of foreclosure, shall take the unit free of any claims for unpaid assessments or charges in favor of the Association against the unit which accrued prior to the time the lender came into possession of the unit.

D. Notwithstanding Section 11 of this declaration, this Section 12 shall not be amended unless all lenders have given their prior written approval.

13. Association of Unit Owners.

The condominium shall be administered and operated by a non-profit corporation known as Cudahy Connection Condominiums Association, Inc., herein referred to as the Association, organized under Chapter 181 of the Wisconsin Statutes and the Act and in accordance with the By-laws and rules and regulations of the Association.

A. Membership in Association.

Every unit owner shall be a member of the Association.

B. Powers and Responsibilities of Association.

Subject to paragraph D, the affairs of this Condominium shall be governed by the Association. The powers and duties of the Association shall include those set forth in the Articles of Incorporation, By-laws, the Condominium Ownership Act, this Declaration, the Rules and Regulations of the Association and the Wisconsin Nonstock Corporation Law.

C. Voting Rights.

(1) Number of Votes. One vote shall appertain to each unit. At any meeting of the members of the Association, each unit owner, either in person or by proxy, shall be entitled to cast the one vote appertaining to his or her respective unit.

(2) Multiple Owners. If there are multiple owners of any unit, it shall be necessary for those owners present at any meeting or voting by proxy to act unanimously with respect to the vote appertaining to their unit in order for their vote to be counted. If less than all of multiple owners of a unit are present or vote by proxy at a meeting of the Association, such owners as are present shall be entitled to cast the votes allocated to that unit and unanimous agreement among the multiple owners shall be conclusively presumed unless any of the other multiple owners files a statement with the Secretary of the Association stating that the vote is not unanimous among the multiple owners.

(3) Limitations on Voting Rights. No unit owner shall be entitled to vote on any matter submitted to a vote of the unit owners until his or her name, current mailing address and the name and address of the mortgagee of his or her unit, if any, has been furnished to the Secretary of the Association. The By-laws of the Association may contain a provision prohibiting any unit owner from voting on any matter submitted to a vote of the unit owners if at the time of the vote the owner is in default in payment of any amount due the Association or is in default of any other provision of this Declaration or any other condominium documents related to this development.

D. Declarant Control.

The Declarant shall exercise any and all of the powers and responsibilities assigned to the Association, its Board of Directors and its officers by its Articles of Incorporation, By-laws, the Condominium Ownership Act, this Declaration and The Wisconsin Nonstock Corporation Law from the date of this Declaration until the earlier of (1) five years from the date that the first unit of this Condominium is conveyed by the Declarant to any other person, or (2) ninety days after the conveyance of 75 per cent of the Common Elements interest to purchasers.

14. Management Agreement.

The Association shall enter into a management agreement through its original Board of Directors and Officers with Ener-Con Companies LLC. It is specifically recognized that the persons comprising the original Board of Directors and Officers of the Association are principals in the above mentioned LLCs. Such circumstance shall not be considered a breach of their obligations to the Association nor serve as grounds to invalidate the management agreement in whole or in part.

15. Access to Units by the Association.

The Association, and any committee of the Association, person and property manager which the Association may appoint, shall have an easement to enter any Unit upon reasonable notice to the Unit Owners of such Unit (or upon no notice, if an emergency exists or such access is necessary to prevent damage to the Common Elements, Limited Common Elements, or other Units) for the purpose of curing a dangerous condition, abating a nuisance or gaining access to any Common Element or Limited Common Element in order to inspect, install, maintain, replace, or repair the same. Further, any insurance inspector permitted by the Association and any person authorized by any governmental authority having jurisdiction to inspect any Common Element or Limited Common Element for compliance with building, fire, or other applicable laws, codes, regulations, ordinances, or orders or insurance requirements, shall have an easement to enter any Unit upon reasonable notice by the Association to the Unit Owners of such Unit for the purpose of gaining access to such Common Element or Limited Common Element to inspect the same, provided, however, that any such inspector or person shall be accompanied by an officer of the Association or a person or property manager whom the Association may appoint at all times during such access into the Unit. The Association shall have keys permitting access to all of the Units that may be used when entering the Units as provided in this Declaration. The Association shall repair at its expense any damage caused by access to any Unit by any person in accordance with this Section.

16. Conflicts in Condominium Documents

If a conflict exists among any provisions of this Declaration, the Articles, the Bylaws, or any rules and regulations of the Association, or between or among any of them, this Declaration shall be considered the controlling document followed in order by the Articles, the By-Laws and any rules and regulations.

17. Expansion of Condominium

A. Declarant expressly reserves to itself, its successors and assigns, the right to expand the Condominium, without the consent or approval of any Unit Owner, at any time and from time to time on or prior to the expiration of ten (10) years from the date of recording this Declaration, by subjecting all or any portion of the Expansion Real Estate to this Declaration and by constructing thereon, no more than an additional one hundred fourteen (114) Units. Expansion may be effected in any number of Phases provided however the total number of Units shall not exceed one hundred fifty two (152). Buildings consisting of thirty eight units in subsequent Phases shall be on a generally consistent quality with the initial thirty eight unit building. All units shall be substantially completed prior to annexation to the Condominium. DECLARANT SHALL BE UNDER NO OBLIGATION TO AND MAKES NO REPRESENTATION THAT IT WILL IN FACT EXERCISE ITS RIGHTS TO EXPAND OR CONSTRUCT ANY PART OF ALL OF THE EXPANSION REAL ESTATE AS SUCH RIGHTS ARE RESERVED HEREIN, BUT IF SUCH EXPANSION TAKES PLACE, THEN THE UNITS ON THE EXPANSION REAL ESTATE AND THEIR OWNERS AND ANY COMMON AREAS CREATED THEREBY WILL BECOME SUBJECT TO ALL OBLIGATIONS, RESTRICTIONS AND BENEFITS OF THIS DECLARATION.

B. Effect of Expansion. Upon each expansion, the following adjustments shall be made:

- (1) Each Unit's Interest, both as to Units subject to the Declaration prior to such expansion, and as added thereby, shall be calculated or recalculated as the percentage equivalent of a fraction with the numerator being one and the denominator being the total number of all Units then subject to this Declaration.
- (2) The common surpluses and expenses of the Condominium shall be shared among the Owners of all Units according to their Interests in accordance with Article 6 as adjusted in the manner set forth above, or an otherwise specifically provided for herein.
- (3) Each Owner of a Unit shall be a member of the Association entitled to one vote for each unit owned.

C. Method of Expansion. The right of expansion shall be exercised by recording in Milwaukee County, Wisconsin, amendments to this Declaration and the Plat and an amendment to each of the Exhibits of the Declaration. Amendments to the Exhibits and Plat shall show the location of the Buildings, Units, other improvements and Common Areas of that portion of the Expansion Real Estate being so subjected, in the same manner as shown on the original Plat.

D. Matter Related to Expansion

(1) Declarant reserves an easement over and across the Condominium, including paved portions of the General Common Areas for the benefit of the Expansion Real Estate for the purposes of construction, ingress and egress and for vehicular parking under and through the General Common Areas for the benefit of the Expansion Real Estate for the purpose of installation, maintenance and replacement of underground utilities servicing the Expansion Real Estate.

(2) If Declarant, its successors and assigns, shall determine at any time that is desirable to coordinate utility services for the Expansion Real Estate with existing utility services for the Condominium, Declarant, its successors and assigns, may connect utilities servicing the Expansion Real Estate to existing utilities.

(3) Notwithstanding Article 10 of this Declaration, the easements set forth in this Article 15 may not be amended or terminated without the prior written express consent of Declarant or its successors and assigns.

E. Acknowledgement and Agreement. By acceptance of a deed of conveyance of a Unit from Declarant, the grantee of such Unit and each successor in title to such Unit or an interest therein above, be deemed to consent and agree to the expansion and all action taken by Declarant, or its successors and assigns, to effectuate the same, including but not limited to, the recording of amendments to the Declaration and Plat and the adjustment of the Interests appertaining to Units. Each grantee of a Unit and each successor in title to such Unit or an interest therein, constitutes and appoints Declarant, its successors and assigns, as its true and lawful attorney to execute, deliver and record on behalf of the grantee and each successor in title to such Unit or an interest therein, such amendments and such other instruments, if any, as may be required to effectuate the expansion.

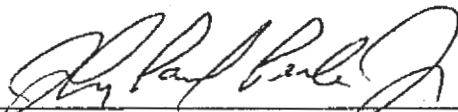
Signed this 17th day of January, 2005.

CUDAHY CONNECTION CONDOMINIUMS

TBM SEVEN LLC

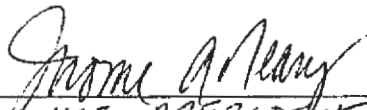
By:   
Michael H. Dilworth, Managing Member

On the 17th day of January, 2005, personally appearing before me the following managing member, Michael H. Dilworth, being authorized to do so, executed the foregoing instrument by signing in the capacity therein stated and for the purposes therein contained.

  
John Paul Perla, Jr., Member State Bar of Wisconsin. My Commission is permanent.

The undersigned consents to the above Declaration of Condominium.

Lender: M&I Marshall & Ilsley Bank

By:  (Title)  
VICE PRESIDENT

By:  (Title)  
VICE PRESIDENT

This instrument was drafted by  
John Paul Perla, Jr., Attorney at Law  
State Bar No. 01018415  
205 Bishops Way, Ste. 231  
Brookfield, WI 53005  
Phone No. 262-782-4000  
Fax No. 262-782-1486

## ACKNOWLEDGEMENT

Personally came before me this 13<sup>th</sup> day of January, 2005, the above named Edward R. Roessl and Jerome A. Neary, Vice Presidents of M&I Marshall & Ilsley Bank, to me known to be the persons who executed the foregoing instrument and acknowledged the same.



A handwritten signature in cursive script, appearing to read "Mary T. Valente", written over a horizontal line.

Notary Public, State of Wisconsin  
My Commission Expires: 2/24/08

Known as 8000 S. BUCKHORN  
TAX KEY NO. 852-098-022

# LEGAL DESCRIPTION OF CONDOMINIUM PROPERTY

Parcel 1 of Caddis Survey Map No. 23.53, being a part of the Southwest 1/4 of Section 35, in Township 6 North, Range 22 East, in the City of Cudahy, County of Milwaukee, State of Wisconsin, recorded on June 23, 1978, in Book 237, Images 947 to 960, inclusive, as Document No. 5013487; together with the east 1/2 of Vicksburg South Buckhorn Avenue including 545' Parcel on the west, Abutting therefrom those parts thereof described in Deeds recorded as Documents numbered 7422048, 7427237 and 7427240 also including a portion of the west 1/2 of Vicksburg South Buckhorn Avenue and more particularly described as follows:

Commencing at the northeast corner of said Parcel 1 also being the Point of Beginning of this description, Thence South 01°15'14" East, 330.30 feet along the east line of Buckhorn Avenue, Thence South 87°56'22" West, 83.01 feet to the west line of said Buckhorn Avenue, Thence South 01°15'14" East, 156.56 feet along said west line, Thence South 41°22'27" East, 103.07 feet to the southeast line of Buckhorn Avenue, Thence South 01°15'14" East, 591.76 feet along said west line, Thence North 87°31'48" East, 333.87 feet to the west line of the Chicago and Northwestern Railroad, Thence along said west line the following course: North 00°48'19" East, 54.73 feet; Thence northeast, 474.87 feet along the arc of a curve defacing to the north having a chord bearing and distance of North 03°10'40" East, 474.74 feet; Thence North 05°32'01" East, 633.90 feet to a point on said west line, Thence South 87°38'48" West, 487.28 feet to the Point of Beginning.

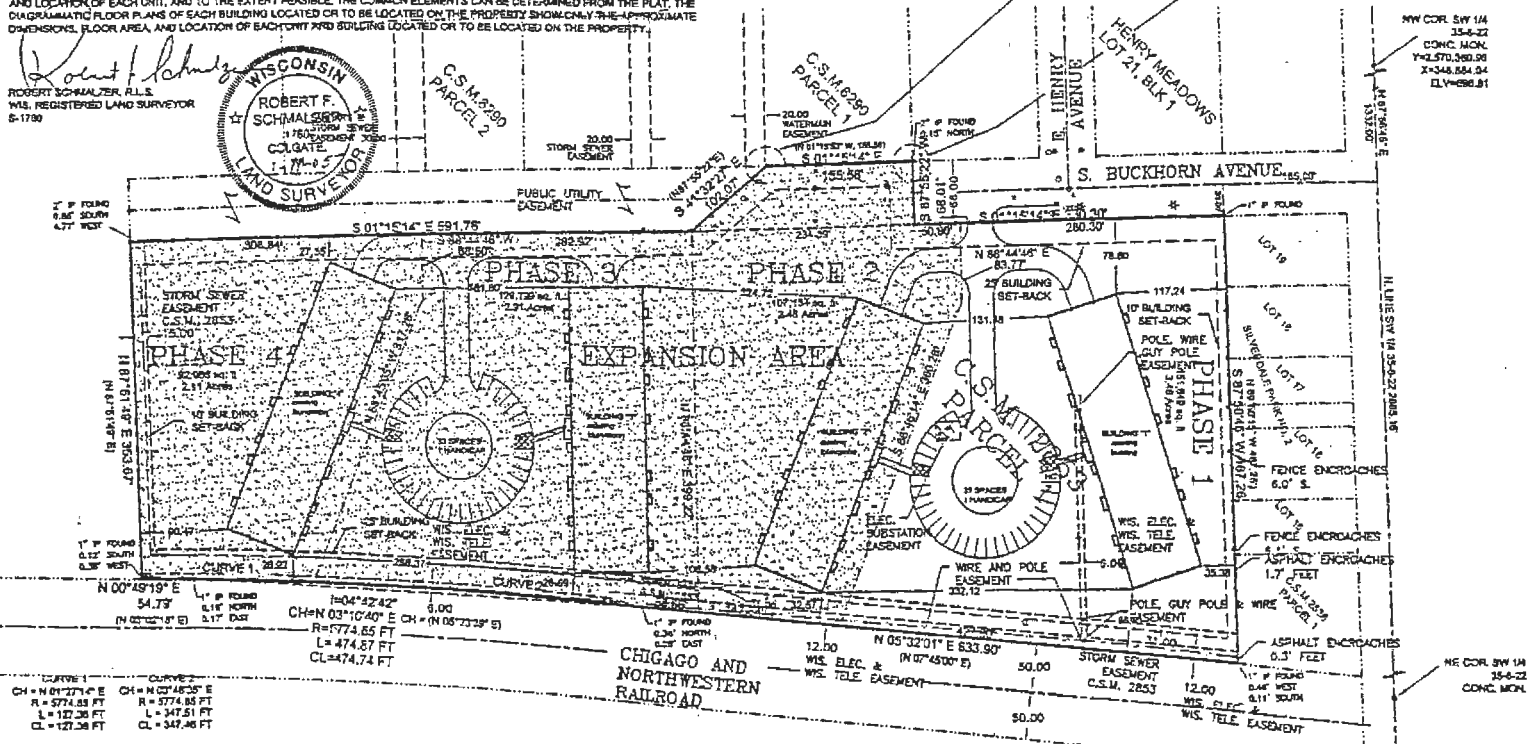
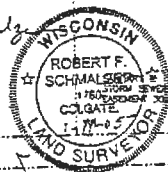
Said parcel contains 477,588 sq. ft., or 11.0 acres of land, more or less.

See sheet 2 for Phase 1 and abutment area descriptions.

I, ROBERT SCHWALZER, R.L.S., DO HEREBY CERTIFY THAT I HAVE SURVEYED THE CONDOMINIUM PROPERTY DESCRIBED HEREIN AND THAT THIS SURVEY IS AN ACCURATE REPRESENTATION OF THE EXISTING BOUNDARY LINES AND THE LOCATIONS OF EXISTING UNITS, BUILDINGS, AND IMPROVEMENTS AND PROPOSED UNITS, BUILDINGS AND IMPROVEMENTS LOCATED UPON SAID PROPERTY. THIS SURVEY COMPLETES WITH MINIMUM STANDARDS FOR PROPERTY SURVEYS PER WISCONSIN ADMINISTRATIVE CODE, A-E 7.

THIS CONDOMINIUM PLAN IS A CORRECT REPRESENTATION OF CUDAHY CONNECTION CONDOMINIUM AND THE IDENTIFICATION AND LOCATION OF EACH UNIT, AND TO THE EXTENT FEASIBLE, THE COMMON ELEMENTS CAN BE DETERMINED FROM THE PLAN. THE DIAGRAMMATIC FLOOR PLANS OF EACH BUILDING LOCATED OR TO BE LOCATED ON THE PROPERTY SHOW ONLY THE APPROXIMATE DIMENSIONS, FLOOR AREA, AND LOCATION OF EACH UNIT AND BUILDING LOCATED OR TO BE LOCATED ON THE PROPERTY.

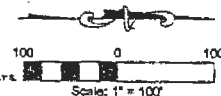
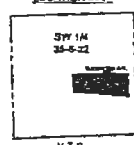
ROBERT SCHWALZER, R.L.S.  
WIS. REGISTERED LAND SURVEYOR  
S-1739



## LEGEND

- |     |                    |     |                    |
|-----|--------------------|-----|--------------------|
| —   | PROPERTY LINE      | —   | PROPERTY LINE      |
| --- | EXTENDING          | --- | EXTENDING          |
| --- | FORCE              | --- | FORCE              |
| --- | TRAIL LINE         | --- | TRAIL LINE         |
| CH  | CH                 | CH  | CH                 |
| E   | E                  | E   | E                  |
| T   | T                  | T   | T                  |
| SAN | SAN                | SAN | SAN                |
| S   | S                  | S   | S                  |
| W   | W                  | W   | W                  |
| Q   | Q                  | Q   | Q                  |
| ○   | WATERMETER         | ○   | WATERMETER         |
| ○   | CATCH BASIN        | ○   | CATCH BASIN        |
| ○   | HYDRANT            | ○   | HYDRANT            |
| ○   | VALVE              | ○   | VALVE              |
| ○   | POWER POLE         | ○   | POWER POLE         |
| ○   | GUY WIRE           | ○   | GUY WIRE           |
| ○   | GUY POLE           | ○   | GUY POLE           |
| ○   | ELECTRIC METER     | ○   | ELECTRIC METER     |
| ○   | ELECTRIC PEDISTAL  | ○   | ELECTRIC PEDISTAL  |
| ○   | UTILITY POLE       | ○   | UTILITY POLE       |
| ○   | COMMUNICATION POLE | ○   | COMMUNICATION POLE |
| ○   | TELEPHONE PEDISTAL | ○   | TELEPHONE PEDISTAL |
| ○   | CABLE TV PEDISTAL  | ○   | CABLE TV PEDISTAL  |
| ○   | LIGHT POLE         | ○   | LIGHT POLE         |
| ○   | GAS METER          | ○   | GAS METER          |

## LOCATION MAP



**SIGMA**

DEVELOPMENT, INC.  
1300 WEST CANAL STREET  
MILWAUKEE, WISCONSIN 53233  
PHONE: (414) 643-4200  
FAX: (414) 643-4210

PARCEL 1 OF C.S.M. 2853 AND PART OF  
SECTION 35, TOWNSHIP 6 NORTH, RANGE 22 EAST  
CITY OF CUDAHY, MILWAUKEE COUNTY, WISCONSIN

PHASE 1 - SITE PLAN  
CUDAHY CONNECTION CONDOMINIUMS

DRAWING NO. 1630-V-002.DWG

DRAWN BY: RFS,PDS

DATE: 12-28-04

PROJECT NO: 1630

CHECKED BY: RFS

APPROVED BY: RFS

SHEET NO.: 1 OF 7 SHEETS



DEVELOPMENT, INC.  
1300 WEST CANAL STREET  
MILWAUKEE, WISCONSIN 53233  
PHONE: (414) 843-4200  
FAX: (414) 843-4210

PARCEL 1 OF C.S.M. 2853 AND PART OF  
SECTION 35, TOWNSHIP 6 NORTH, RANGE 22 EAST  
CITY OF CUDAHY, MILWAUKEE COUNTY, WISCONSIN

### PHASE 1 DESCRIPTION

CUDAHY CONNECTION CONDOMINIUMS

#### DESCRIPTION OF PHASE 1 CUDAHY CONNECTION CONDOMINIUM PROPERTY

A parcel of land being a part of Parcel 1 of Certified Survey Map No. 2853, being a part of the Southwest 1/4 of Section 35, in Township 6 North, Range 22 East, in the City of Cudahy, County of Milwaukee, State of Wisconsin, recorded on June 25, 1976, in Reel 937, Images 947 to 950, inclusive, as Document No. 5013467 and more particularly described as follows: Commencing at the northwest corner of said Parcel 1 also being the Point of Beginning of this description. Thence South 01°15'14" East, 280.30 feet along the east line of Buckhorn Avenue; Thence North 88°44'46" East, 83.77 feet; Thence South 68°46'14" East, 360.28 feet to the west line of the Chicago and Northwestern Railroad; Thence along said west line North 05°32'01" East, 427.60 feet to a point on said west line; Thence South 87°56'46" West, 467.26 feet to the Point of Beginning.

Said parcel contains 151,649 sq. ft. or 3.48 acres of land, more or less.

#### EXPANSION AREA DESCRIPTIONS

##### PHASE 2 CUDAHY CONNECTION CONDOMINIUM PROPERTY

A parcel of land being a part of Parcel 1 of Certified Survey Map No. 2853, being a part of the South West 1/4 of Section 35, in Township 6 North, Range 22 East, in the City of Cudahy, County of Milwaukee, State of Wisconsin, recorded on June 25, 1976, in Reel 937, Images 947 to 950, inclusive, as Document No. 5013467; together with the East 1/2 of vacated South Buckhorn Avenue adjoining said Parcel on the West, excepting therefrom those parts thereof described in Deeds recorded as Documents Numbered 7423958, 7427237 and 7427260 along with a portion of the West 1/2 of said vacated South Buckhorn Avenue more particularly described as follows: Commencing at the northwest corner of said Parcel 1. Thence South 01°15'14" East, 280.30 feet along the east line of Buckhorn Avenue to the Point of Beginning; Thence South 01°15'14" East, 50.00 feet along the east line of Buckhorn Avenue; Thence South 87°55'22" West, 66.01 feet to the west line of said Buckhorn Avenue; Thence South 01°15'14" East, 155.58 feet along said west line; Thence South 41°32'27" East, 102.07 feet to the aforesaid east line of Buckhorn Avenue; Thence North 88°44'46" East, 399.22 feet to the west line of the Chicago and Northwestern Railroad; Thence along said west line North 05°32'01" East, 147.64 feet to a point on said west line; Thence North 68°46'14" West, 360.28 feet; Thence South 88°44'46" West, 83.77 feet to the Point of Beginning.

Said parcel contains 107,154 sq. ft. or 2.46 acres of land, more or less.

##### PHASE 3 CUDAHY CONNECTION CONDOMINIUM PROPERTY

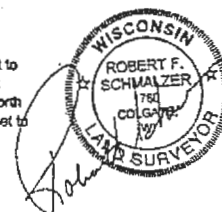
A parcel of land being part of Parcel 1 of Certified Survey Map No. 2853, being a part of the South West 1/4 of Section 35, in Township 6 North, Range 22 East, in the City of Cudahy, County of Milwaukee, State of Wisconsin, recorded on June 25, 1976, in Reel 937, Images 947 to 950, inclusive, as Document No. 5013467; and more particularly described as follows: Commencing at the northwest corner of said Parcel 1. Thence South 01°15'14" East, 330.30 feet along the east line of Buckhorn Avenue; Thence South 87°55'22" West, 66.01 feet to the west line of said Buckhorn Avenue; Thence South 01°15'14" East, 155.58 feet along said west line; Thence South 41°32'27" East, 102.07 feet to the aforesaid east line of Buckhorn Avenue to the Point of Beginning; Thence South 01°15'14" East, 282.92 feet along said east line; Thence North 88°44'46" East, 68.50 feet; Thence South 68°45'05" East, 317.28 feet to the west line of the Chicago and Northwestern Railroad; Thence along said west line the following courses: Northeast 547.51 feet along the arc of a curve deflecting to the right having a chord bearing and distance of North 03°48'35" East, 347.46 feet; Thence North 05°32'01" East, 58.66 feet to a point on said west line; Thence South 88°44'46" West, 399.22 feet to the Point of Beginning.

Said parcel contains 126,799 sq. ft. or 2.91 acres of land, more or less.

##### PHASE 4 CUDAHY CONNECTION CONDOMINIUM PROPERTY

A parcel of land being part of Parcel 1 of Certified Survey Map No. 2853, being a part of the South West 1/4 of Section 35, in Township 6 North, Range 22 East, in the City of Cudahy, County of Milwaukee, State of Wisconsin, recorded on June 25, 1976, in Reel 937, Images 947 to 950, inclusive, as Document No. 5013467; and more particularly described as follows: Commencing at the northwest corner of said Parcel 1. Thence South 01°15'14" East, 330.30 feet along the east line of Buckhorn Avenue; Thence South 87°55'22" West, 66.01 feet to the west line of said Buckhorn Avenue; Thence South 01°15'14" East, 155.58 feet along said west line; Thence South 41°32'27" East, 102.07 feet to the aforesaid east line of Buckhorn Avenue; Thence South 01°15'14" East, 282.92 feet along said east line to the Point of Beginning; Thence South 01°15'14" East, 308.64 feet along said east line; Thence North 87°51'49" East, 353.67 feet to the west line of the Chicago and Northwestern Railroad; Thence along said west line the following courses: North 00°49'19" East, 54.79 feet; Thence Northeast 127.36 feet along the arc of a curve deflecting to the right having a chord bearing and distance of North 01°27'14" East, 127.36 feet to a point on said west line; Thence North 68°45'05" West, 317.28 feet; Thence South 88°44'46" West, 58.50 feet to the Point of Beginning.

Said parcel contains 92,086 sq. ft. or 2.11 acres of land, more or less.



DRAWING NO. 1630-V-002.DWG

DRAWN BY: PDS

DATE: 12-28-04

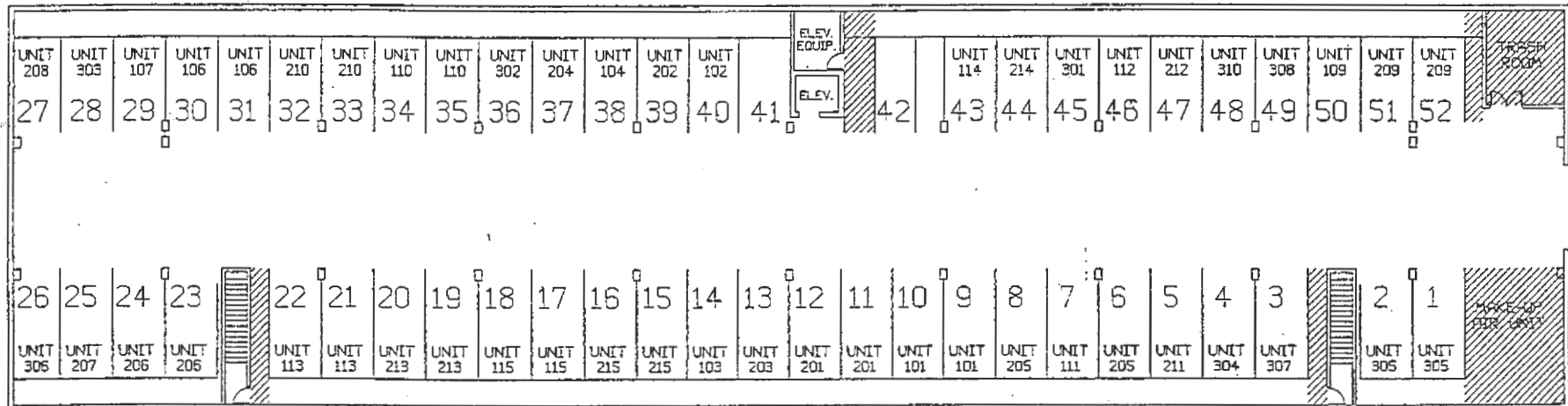
PROJECT NO: 1630

CHECKED BY: RFS

APPROVED BY:

SHEET NO.: 2 OF 7 SHEETS

CUDAHY CONNECTION - 38 UNIT BUILDING - 6000 S. BUCKHORN AVENUE  
CONDOMINIUM PLAT  
CUDAHY, MILWAUKEE COUNTY, WI.



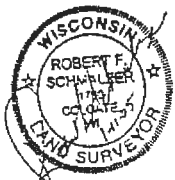
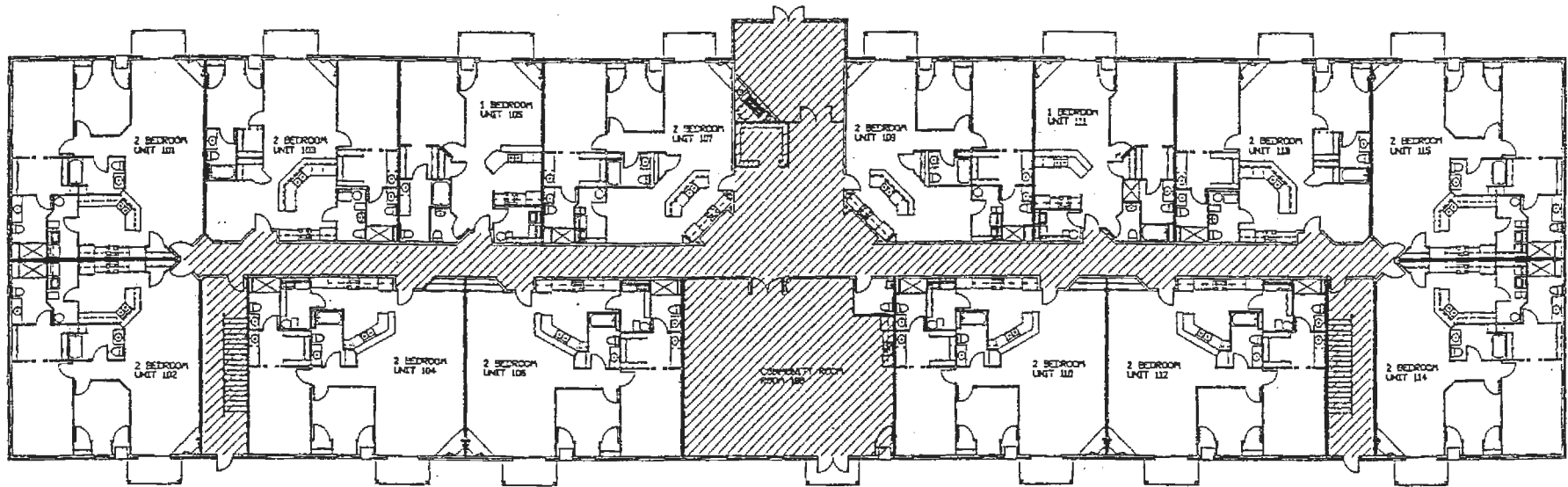
LOWER LEVEL OVERALL PLAN



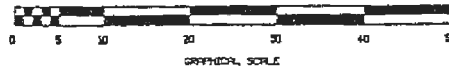
- DOTTED - UNIT BOUNDARIES
- HATCHED - LIMITED COMMON ELEMENTS

SHEET NO.  
3 OF 7

CUDAHY CONNECTION - 38 UNIT BUILDING - 6000 S. BUCKHORN AVENUE  
 CONDOMINIUM PLAT  
 CUDAHY, MILWAUKEE COUNTY, WI



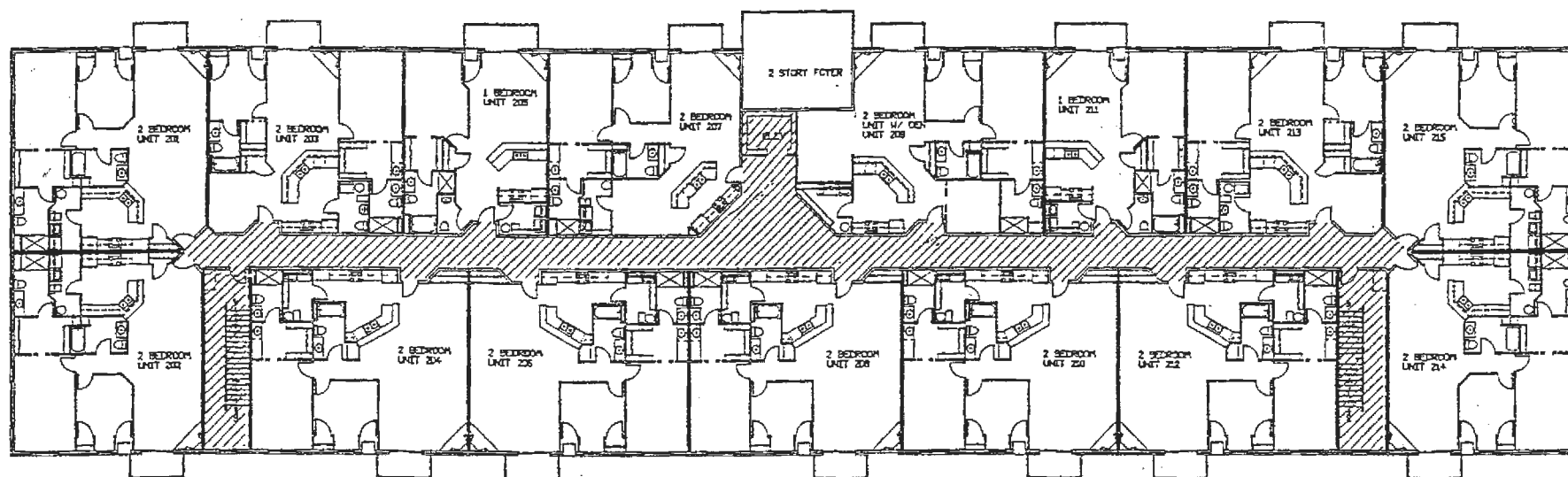
FIRST FLOOR OVERALL PLAN



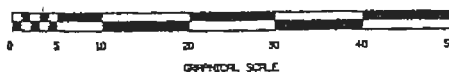
- DENOTES - UNIT BOUNDARIES
- DENOTES - LIMITED COMMON ELEMENTS

SHEET NO.  
 4 OF 7

CUDAHY CONNECTION - 38 UNIT BUILDING - 6000 S. BUCKHORN AVENUE  
CONDOMINIUM PLAT  
CUDAHY, MILWAUKEE COUNTY, WI



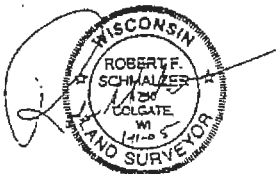
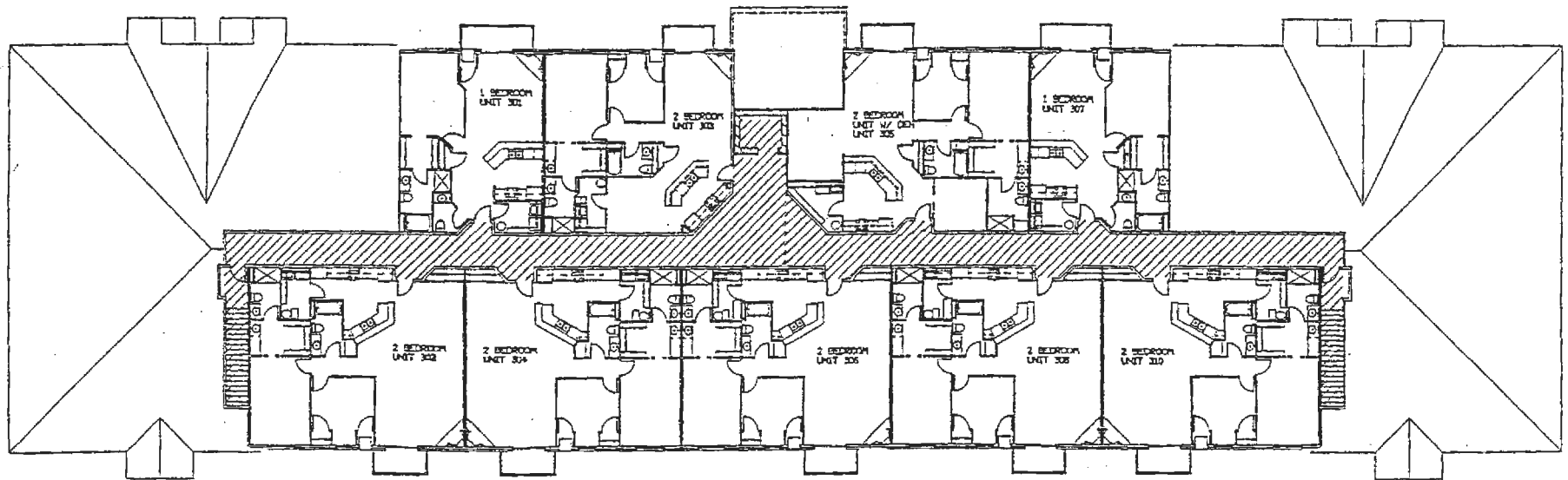
SECOND FLOOR OVERALL PLAN



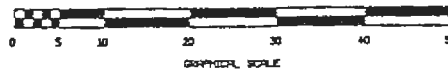
- DENOTES - UNIT BOUNDARIES
- DENOTES - UNITED COMMON ELEMENTS

SHEET NO.  
5 OF 7

CUDAHY CONNECTION - 38 UNIT BUILDING - 6000 S. BUCKHORN AVENUE  
CONDOMINIUM PLAT  
CUDAHY, MILWAUKEE COUNTY, WI.

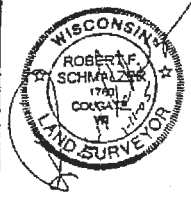


THIRD FLOOR OVERALL PLAN



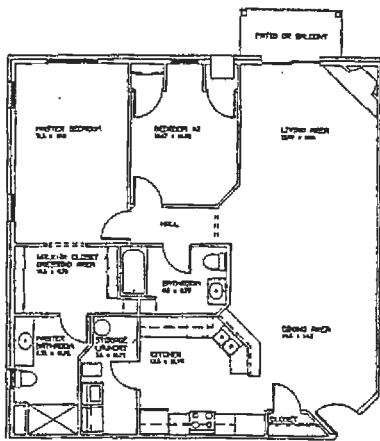
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- HATCHED - UNITED COMMON ELEMENTS

SHEET NO.  
6 OF 7

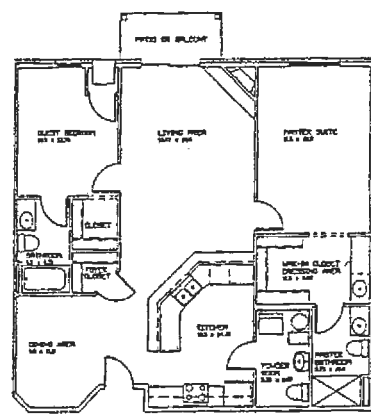


# CUDAHY CONNECTION - UNIT PLANS - 6000 S. BUCKHORN AVENUE CONDOMINIUM PLAT

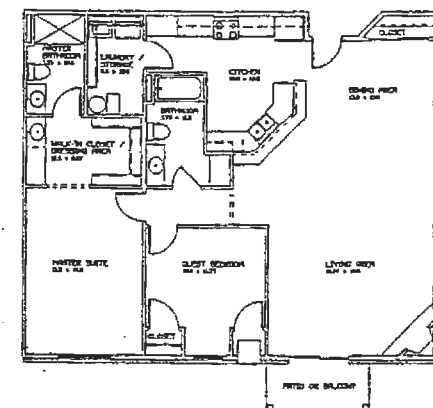
CUDAHY, MILWAUKEE COUNTY, WI.



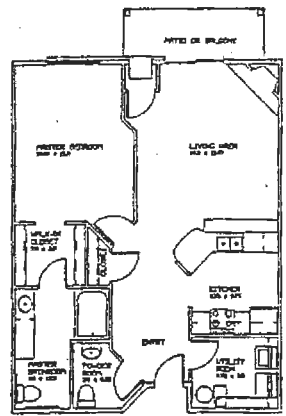
UNIT 101, 102, 114, 115, 201, 202, 214 & 215  
APPROXIMATELY 1,420 SF.



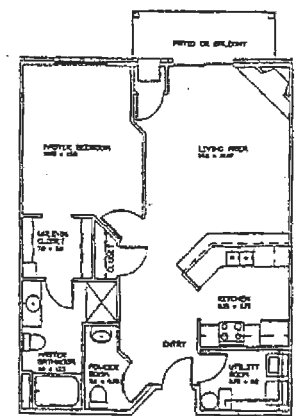
UNIT 103, 113, 203 & 213  
APPROXIMATELY 1,250 SF.



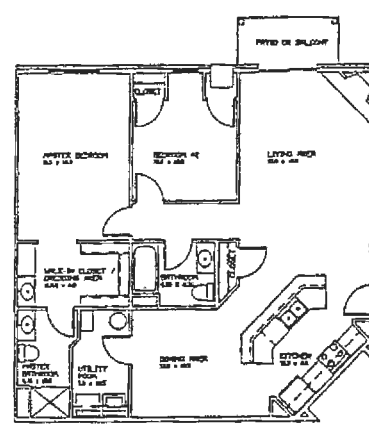
UNIT 104, 106, 110, 112, 204, 206, 208, 210,  
212, 302, 304, 306, 308 & 310  
APPROXIMATELY 1,435 SF.



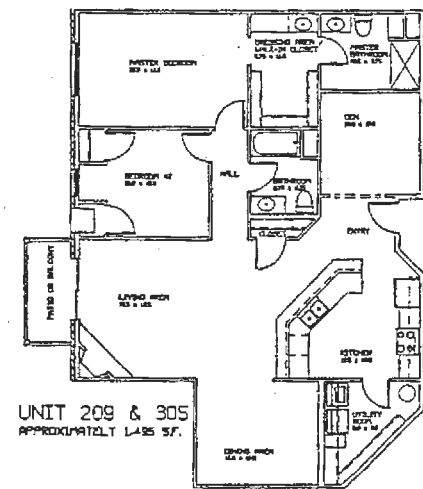
UNIT 105 - H. C. UNIT  
APPROXIMATELY 940 SF.



UNIT 111, 205, 211, 301 & 307  
APPROXIMATELY 940 SF.



UNIT 107, 109, 207 & 303  
APPROXIMATELY 1,350 SF.



UNIT 209 & 305  
APPROXIMATELY 1,435 SF.



SHEET NO.  
1 OF 1

DESCRIPTION OF PHASE 1 CUDAHY CONNECTION CONDOMINIUM PROPERTY

A parcel of land being a part of Parcel 1 of Certified Survey Map No. 2853, being a part of the Southwest 1/4 of Section 35, in Township 6 North, Range 22 East, in the City of Cudahy, County of Milwaukee, State of Wisconsin, recorded on June 25, 1976, in Reel 937, Images 947 to 950, inclusive, as Document No. 5013467 and more particularly described as follows: Commencing at the northwest corner of said Parcel 1 also being the Point of Beginning of this description. Thence South 01°15'14" East, 280.30 feet along the east line of Buckhorn Avenue; Thence North 88°44'46" East, 83.77 feet; Thence South 63°45'14" East, 360.28 feet to the west line of the Chicago and Northwestern Railroad; Thence along said west line North 05°32'01" East, 427.60 feet to a point on said west line; Thence South 87°56'46" West, 467.26 feet to the Point of Beginning.

Said parcel contains 151,649 sq. ft. or 3.48 acres of land, more or less.

EXPANSION AREA DESCRIPTIONS

PHASE 2 CUDAHY CONNECTION CONDOMINIUM PROPERTY

A parcel of land being a part of Parcel 1 of Certified Survey Map No. 2853, being a part of the South West 1/4 of Section 35, in Township 6 North, Range 22 East, in the City of Cudahy, County of Milwaukee, State of Wisconsin, recorded on June 25, 1976, in Reel 937, Images 947 to 950, inclusive, as Document No. 5013467; together with the East 1/2 of vacated South Buckhorn Avenue adjoining said Parcel on the West, excepting therefrom those parts thereof described in Deeds recorded as Documents Numbered 7423958, 7427237 and 7427280 along with a portion of the West 1/2 of said vacated South Buckhorn Avenue more particularly described as follows: Commencing at the northwest corner of said Parcel 1, Thence South 01°15'14" East, 280.30 feet along the east line of Buckhorn Avenue to the Point of Beginning; Thence South 01°15'14" East, 50.00 feet along the east line of Buckhorn Avenue; Thence South 87°55'22" West, 66.01 feet to the west line of said Buckhorn Avenue; Thence South 01°15'14" East, 155.58 feet along said west line; Thence South 41°32'27" East, 102.07 feet to the aforesaid east line of Buckhorn Avenue; Thence North 88°44'46" East, 399.22 feet to the west line of the Chicago and Northwestern Railroad; Thence along said west line North 05°32'01" East, 147.64 feet to a point on said west line; Thence North 55°45'14" West, 360.28 feet; Thence South 88°44'46" West, 82.77 feet to the Point of Beginning.

Said parcel contains 107,154 sq. ft. or 2.46 acres of land, more or less.

PHASE 3 CUDAHY CONNECTION CONDOMINIUM PROPERTY

A parcel of land being part of Parcel 1 of Certified Survey Map No. 2853, being a part of the South West 1/4 of Section 35, in Township 6 North, Range 22 East, in the City of Cudahy, County of Milwaukee, State of Wisconsin, recorded on June 25, 1976, in Reel 937, Images 947 to 950, inclusive, as Document No. 5013467; and more particularly described as follows: Commencing at the northwest corner of said Parcel 1, Thence South 01°15'14" East, 330.30 feet along the east line of Buckhorn Avenue; Thence South 87°55'22" West, 66.01 feet to the west line of said Buckhorn Avenue; Thence South 01°15'14" East, 155.58 feet along said west line; Thence South 41°32'27" East, 102.07 feet to the aforesaid east line of Buckhorn Avenue to the Point of Beginning; Thence South 01°15'14" East, 282.92 feet along said east line; Thence North 88°44'46" East, 68.50 feet; Thence South 68°45'05" East, 317.26 feet to the west line of the Chicago and Northwestern Railroad; Thence along said west line the following courses: Northeast 347.51 feet along the arc of a curve deflecting to the right having a chord bearing and distance of North 03°48'35" East, 347.48 feet; Thence North 05°32'01" East, 58.66 feet to a point on said west line; Thence South 88°44'46" West, 399.22 feet to the Point of Beginning.

Said parcel contains 125,799 sq. ft. or 2.91 acres of land, more or less.

PHASE 4 CUDAHY CONNECTION CONDOMINIUM PROPERTY

A parcel of land being part of Parcel 1 of Certified Survey Map No. 2853, being a part of the South West 1/4 of Section 35, in Township 6 North, Range 22 East, in the City of Cudahy, County of Milwaukee, State of Wisconsin, recorded on June 25, 1976, in Reel 937, Images 947 to 950, inclusive, as Document No. 5013467; and more particularly described as follows: Commencing at the northwest corner of said Parcel 1, Thence South 01°15'14" East, 330.30 feet along the east line of Buckhorn Avenue; Thence South 87°55'22" West, 66.01 feet to the west line of said Buckhorn Avenue; Thence South 01°15'14" East, 155.58 feet along said west line; Thence South 41°32'27" East, 102.07 feet to the aforesaid east line of Buckhorn Avenue; Thence South 01°15'14" East, 282.92 feet along said east line to the Point of Beginning; Thence South 01°15'14" East, 308.84 feet along said east line; Thence North 87°51'49" East, 353.67 feet to the west line of the Chicago and Northwestern Railroad; Thence along said west line the following courses: North 00°45'15" East, 54.79 feet; Thence Northeast 127.35 feet along the arc of a curve deflecting to the right having a chord bearing and distance of North 01°27'14" East, 127.35 feet to a point on said west line; Thence North 68°45'05" West, 317.26 feet; Thence South 88°44'46" West, 68.50 feet to the Point of Beginning.

Said parcel contains 92,088 sq. ft. or 2.11 acres of land, more or less.



DEVELOPMENT, INC.  
1300 WEST CANAL STREET  
MILWAUKEE, WISCONSIN 53233  
PHONE: (414) 643-4200  
FAX: (414) 643-4210

PARCEL 1 OF C.S.M. 2853 AND PART OF  
SECTION 35, TOWNSHIP 6 NORTH, RANGE 22 EAST  
CITY OF CUDAHY, MILWAUKEE COUNTY, WISCONSIN

Expansion Area  
CUDAHY CONNECTION CONDOMINIUMS

DRAWING NO. 1630-V-002.DWG

DRAWN BY: PDS

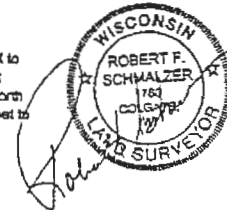
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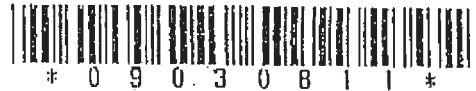
PROJECT NO: 1630

CHECKED BY: RFS

APPROVED BY:

SHEET NO.: 2 OF 7 SHEETS





**First Amendment to Declaration of  
Condominium of Cudahy Connection  
Condominiums**

Document Number

Title of Document

**DOC.# 09030811**

REGISTER'S OFFICE | SS  
Milwaukee County, WI

RECORDED 06/17/2005 10:00AM

JOHN LA FAVE  
REGISTER OF DEEDS

AMOUNT:35.00

Record this document with the Register of Deeds

Name and Return Address:

Attorney John Paul Perla, Jr.  
205 Bishops Way, Ste. 231  
Brookfield, WI 53005

682-9968-002

(Parcel Identification Number)

Drafted by:  
Attorney John Paul Perla, Jr.  
205 Bishops Way, Ste. 231  
Brookfield, WI 53005  
262-782-4000  
State Bar No. 01018415

FIRST AMENDMENT  
TO  
DECLARATION OF CONDOMINIUM  
OF  
CUDAHY CONNECTION CONDOMINIUMS

THIS FIRST AMENDMENT is entered into this 15<sup>th</sup> day of June, 2005, by TBM SEVEN LLC, a Wisconsin Limited Liability Company ("Declarant").

WITNESSETH:

Declarant recorded a Declaration of Condominium of Cudahy Connection Condominiums in the Office of the Register of Deeds for Milwaukee County, Wisconsin, as Document No. 08945533 (the "Declaration"), which subjected certain property in the City of Cudahy, Wisconsin, to the Condominium Ownership Act (the "Act"). In Article 17 of the Declaration, Declarant reserved the right to expand the Condominium by subjecting to the Declaration parts or all of the real estate described in Exhibit D of the Declaration (the "Expansion Real Estate"), and constructing buildings, units and other improvements thereon.

Declarant now desires to subject to the Declaration a portion of the Expansion Real Estate (the "Phase 2 Property") and to construct thereon one (1) building of thirty-eight (38) units, together with further landscaped areas, walkways, driveways, fixtures, parking areas and sub-surface utility improvements.

The Phase 2 Property and improvements thereon, together with the condominium created under the Declaration, shall be referred to herein jointly as the "Condominium". As used herein, the term "Unit owner" shall mean the owner of a unit in any building previously declared or declared herein, unless otherwise limited.

NOW, THEREFORE, Declarant pursuant to Article 17 of the Declaration, hereby submits the Phase 2 Property and improvements to the Act and the Declaration as though fully set forth therein at the time of recording the Declaration, subject to taxes and assessments not yet due and payable, municipal and zoning ordinances, recorded easements and restrictions, any other easements and/or rights in favor of gas, sanitary sewers, storm sewers, electric, telephone, any water utilities, all other matters of record and the following restrictions and conditions:

Section 1. Article 2 Section 1 of the Declaration is hereby amended by striking the number "thirty-eight (38)" therefrom and substituting the number "seventy-six (76)" therefor.

Section 2. Article 6.A. of the Declaration is hereby amended by striking the undivided interest of "1/38" therefrom and

substituting the undivided interest of "1/76" therefor.

Section 3. Article 17 of the Declaration is hereby amended by striking the number "one hundred fourteen (114)" therefrom and substituting the number "seventy-six (76)" therefor.

Section 4. Exhibits A, B, C and D to the Declaration are hereby further amended as follows:

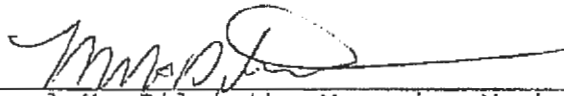
(i) Exhibits A, B, C and D as recorded are expanded to include Exhibits 2A, 2B and 2C attached; and

(ii) Exhibit D as recorded is amended as described on the attached Exhibit 2D.

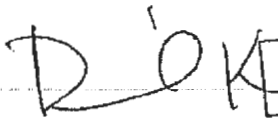
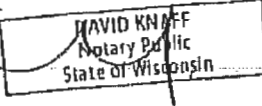
Section 5. By Declarant's submission of the Phase 2 Property to the Act and Declaration, Declarant does not waive any of the rights reserved in Article 17 nor does it represent that the building so submitted is the full extent of the exercise of its rights thereunder. However, DECLARANT SHALL BE UNDER NO OBLIGATION AND MAKES NO REPRESENTATION THAT IT WILL FURTHER EXPAND OR CONSTRUCT ANY PART OR ALL OF THE EXPANSION REAL ESTATE AS SUCH RIGHTS ARE RESERVED. Attached hereto is Exhibit 2D setting forth so much of the Expansion Real Estate as has not been included in the Condominium.

Signed this 15<sup>th</sup> day of June, 2005.

CUDAHY CONNECTION CONDOMINIUMS  
TBM SEVEN LLC

By:   
Michael H. Dilworth, Managing Member

On the 15<sup>th</sup> day of June, 2005, personally appearing before me the following managing member, Michael H. Dilworth, being authorized to do so, executed the foregoing instrument by signing in the capacity therein stated and for the purposes therein contained.

   
David Knaff  
Notary Public State of WI  
My Commission Expires 1/20/08.

CONSENT OF MORTGAGEE

The undersigned, as mortgagee of the Property as defined above, hereby consents to the terms of the above First Amendment to Declaration of Condominium and Plat of Cudahy Connection Condominiums, and acknowledges that, upon recording of such Amendment, the lien of its mortgage shall attach to the Units added thereby and to their appurtenant interests in the Common Elements of the Condominium.

Executed as of the 15<sup>th</sup> day of June, 2005.

M&I Marshall & Ilsley Bank

By: Jerome A. Neary  
Jerome A. Neary  
Vice President

By: Edward R. Roessl  
Edward R. Roessl  
Vice President

STATE OF WISCONSIN           )  
                                          ) SS  
COUNTY OF MILWAUKEE       )

Personally came before me this 15<sup>th</sup> day of June, 2005, the above-named Jerome A. Neary and Edward R. Roessl, Vice Presidents of M&I Marshall & Ilsley Bank, to me known to be the persons who executed the foregoing Consent to First Amendment to Declaration of Cudahy Connection Condominiums and acknowledged the same.

Mary T. Valente  
Notary Public State of Wisconsin  
My Commission Expires 2/27/07

This instrument was drafted by:  
John Paul Perla, Jr., Attorney at Law  
State Bar No. 01018415  
205 Bishops Way, Ste. 231  
Brookfield, WI 53005  
Phone No. 262-782-4000  
Fax No. 262-782-1486

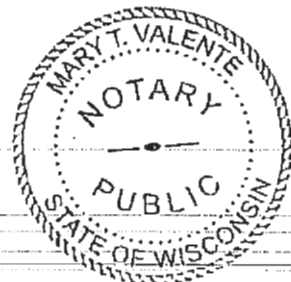


EXHIBIT 2A. D. 1 of 1

#### DESCRIPTION OF PHASE 1 CUDAHY CONNECTION CONDOMINIUM PROPERTY

A parcel of land being a part of Parcel 1 of Certified Survey Map No. 2853, being a part of the Southwest 1/4 of Section 35, in Township 6 North, Range 22 East, in the City of Cudahy, County of Milwaukee, State of Wisconsin, recorded on June 25, 1976, in Reel 837, Images 947 to 950, inclusive, as Document No. 5013467 and more particularly described as follows: Commencing at the northwest corner of said Parcel 1 also being the Point of Beginning of this description, Thence South 01°15'14" East, 280.30 feet along the east line of Buckhorn Avenue; Thence North 88°44'46" East, 83.77 feet; Thence South 68°46'14" East, 360.28 feet to the west line of the Chicago and Northwestern Railroad; Thence along said west line North 05°32'01" East, 427.60 feet to a point on said west line; Thence South 87°56'46" West, 457.26 feet to the Point of Beginning.

Said parcel contains 151,849 sq. ft. or 3.48 acres of land, more or less.

#### PHASE 2 CUDAHY CONNECTION CONDOMINIUM PROPERTY

A parcel of land being a part of Parcel 1 of Certified Survey Map No. 2853, being a part of the South West 1/4 of Section 35, in Township 6 North, Range 22 East, in the City of Cudahy, County of Milwaukee, State of Wisconsin, recorded on June 25, 1976, in Reel 837, Images 947 to 950, inclusive, as Document No. 5013467; together with the East 1/2 of vacated South Buckhorn Avenue adjoining said Parcel on the West, excepting therefrom those parts thereof described in Deeds recorded as Documents Numbered 7423958, 7427237 and 7427280 along with a portion of the West 1/2 of said vacated South Buckhorn Avenue more particularly described as follows: Commencing at the northwest corner of said Parcel 1, Thence South 01°15'14" East, 280.30 feet along the east line of Buckhorn Avenue to the Point of Beginning; Thence South 01°15'14" East, 50.00 feet along the east line of Buckhorn Avenue; Thence South 87°55'22" West, 66.01 feet to the west line of said Buckhorn Avenue; Thence South 01°15'14" East, 155.58 feet along said west line; Thence South 41°32'27" East, 102.07 feet to the northeast east line of Buckhorn Avenue; Thence North 88°44'46" East, 395.22 feet to the west line of the Chicago and Northwestern Railroad; Thence along said west line North 05°32'01" East, 147.54 feet to a point on said west line; Thence North 88°44'46" West, 360.28 feet; Thence South 88°44'46" West, 83.77 feet to the Point of Beginning.

Said parcel contains 107,154 sq. ft. or 2.46 acres of land, more or less.

#### EXPANSION AREA DESCRIPTIONS

#### PHASE 3 CUDAHY CONNECTION CONDOMINIUM PROPERTY

A parcel of land being part of Parcel 1 of Certified Survey Map No. 2853, being a part of the South West 1/4 of Section 35, in Township 6 North, Range 22 East, in the City of Cudahy, County of Milwaukee, State of Wisconsin, recorded on June 25, 1976, in Reel 837, Images 947 to 950, inclusive, as Document No. 5013467; and more particularly described as follows: Commencing at the northwest corner of said Parcel 1, Thence South 01°15'14" East, 330.30 feet along the east line of Buckhorn Avenue; Thence South 87°55'22" West, 66.01 feet to the west line of said Buckhorn Avenue; Thence South 01°15'14" East, 155.58 feet along said west line; Thence South 41°32'27" East, 102.07 feet to the northeast east line of Buckhorn Avenue to the Point of Beginning; Thence South 01°15'14" East, 202.92 feet along said east line; Thence North 88°44'46" East, 66.50 feet; Thence South 68°45'05" East, 317.26 feet to the west line of the Chicago and Northwestern Railroad; Thence along said west line the following courses: Northeast 347.51 feet along the arc of a curve deflecting to the right having a chord bearing and distance of North 03°48'35" East, 347.46 feet; Thence North 05°32'01" East, 58.66 feet to a point on said west line; Thence South 68°44'46" West, 389.22 feet to the Point of Beginning.

Said parcel contains 126,799 sq. ft. or 2.91 acres of land, more or less.

#### PHASE 4 CUDAHY CONNECTION CONDOMINIUM PROPERTY

A parcel of land being part of Parcel 1 of Certified Survey Map No. 2853, being a part of the South West 1/4 of Section 35, in Township 6 North, Range 22 East, in the City of Cudahy, County of Milwaukee, State of Wisconsin, recorded on June 25, 1976, in Reel 837, Images 947 to 950, inclusive, as Document No. 5013467; and more particularly described as follows: Commencing at the northwest corner of said Parcel 1, Thence South 01°15'14" East, 330.30 feet along the east line of Buckhorn Avenue; Thence South 87°55'22" West, 66.01 feet to the west line of said Buckhorn Avenue; Thence South 01°15'14" East, 155.58 feet along said west line; Thence South 41°32'27" East, 102.07 feet to the northeast east line of Buckhorn Avenue; Thence South 01°15'14" East, 202.92 feet along said east line to the Point of Beginning; Thence South 01°15'14" East, 305.84 feet along said east line; Thence North 87°51'49" East, 363.67 feet to the west line of the Chicago and Northwestern Railroad; Thence along said west line the following courses: North 00°49'18" East, 54.79 feet; Thence Northeast 127.36 feet along the arc of a curve deflecting to the right having a chord bearing and distance of North 01°27'14" East, 127.36 feet to a point on said west line; Thence North 68°45'05" West, 317.26 feet; Thence South 88°44'46" West, 68.50 feet to the Point of Beginning.

Said parcel contains 92,086 sq. ft. or 2.11 acres of land, more or less.

**SIGMA**

DEVELOPMENT, INC.  
1350 WEST CAVAL STREET  
MILWAUKEE, WISCONSIN 53233  
PHONE: (414) 843-4200  
FAX: (414) 843-4210

PARCEL 1 OF C.S.M. 2853 AND PART OF  
SECTION 35, TOWNSHIP 6 NORTH, RANGE 22 EAST  
CITY OF CUDAHY, MILWAUKEE COUNTY, WISCONSIN

ADMMENDED PHASE 1 & 2 DESCRIPTIONS

CUDAHY CONNECTION CONDOMINIUMS

DRAWING NO. 1815-V-001DWG

DRAWN BY: RFS

DATE: 5-13-05

PROJECT NO: 1815

CHECKED BY: RFS

APPROVED BY:

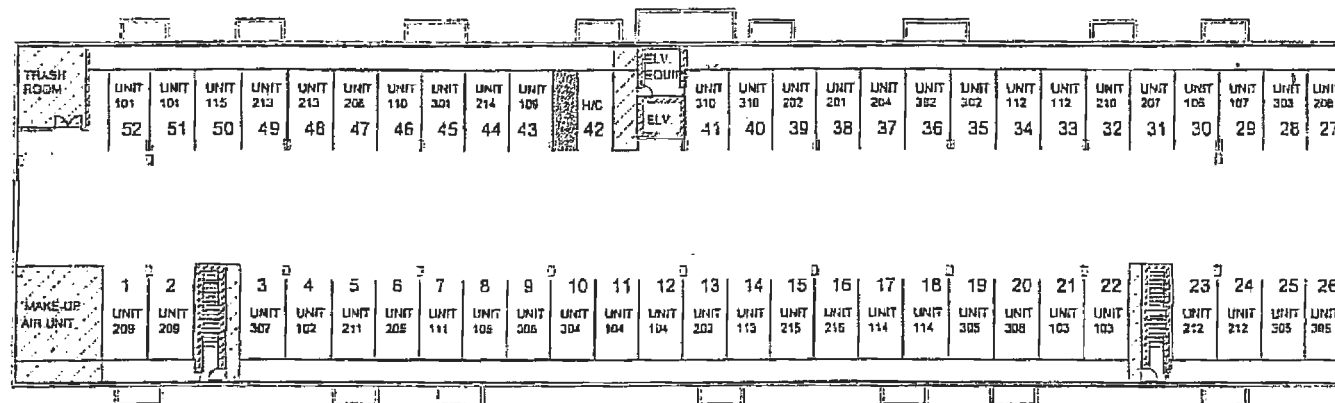
SHEET NO. 2 OF 7 SHEETS



CUDAHY CONNECTION - 38 UNIT BUILDING - 6020 S. BUCKHORN  
AVENUE  
CONDOMINIUM PLAT

CUDAHY, MILWAUKEE COUNTY, WI

THESE FLOOR PLANS ARE GENERAL IN NATURE ONLY AND ARE SUBJECT TO CHANGE, IN ACCORDANCE WITH THE DECLARATION, DECLARANT  
RESERVES THE RIGHT TO INCREASE AND/OR MODIFY OR ALTER THE SIZE, LOCATION AND FLOOR PLANS OF A UNIT AND/OR LIMITED OR  
GENERAL COMMON ELEMENTS DURING THE CONSTRUCTION OF SUCH UNITS AND/OR LIMITED OR GENERAL COMMON ELEMENTS.



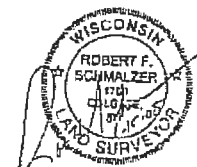
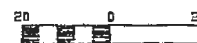
- DENOTES - LIMITED COMMON ELEMENTS

LOWER LEVEL OVERALL PLAN

NOTE:

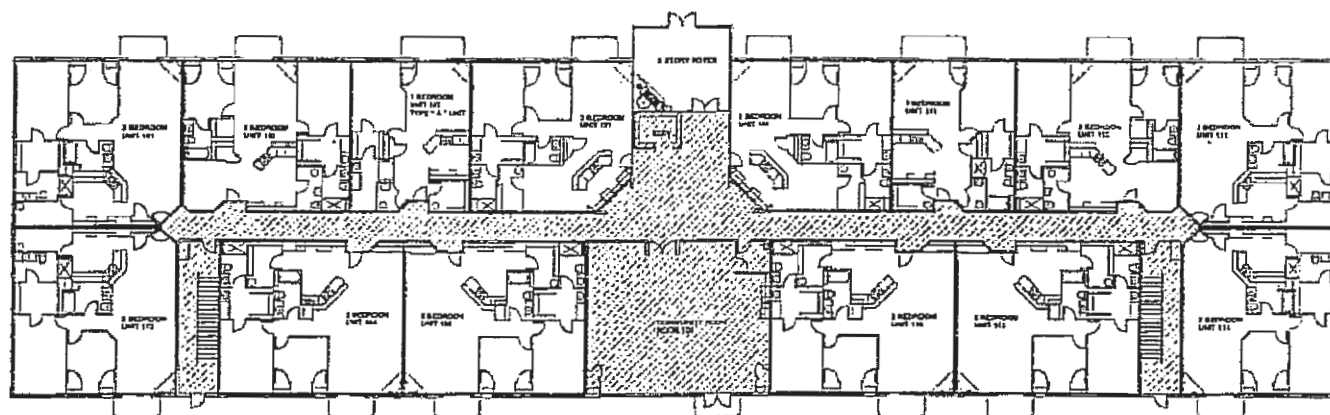
PARKING SPACES ASSIGNED TO A UNIT AS DETERMINED BY DECLARANT IN ITS SOLE DISCRETION

PARKING SPACES ARE LIMITED COMMON ELEMENTS



SHEET NO. 3 OF 7

CUDAHY CONNECTION - 38 UNIT BUILDING - 6020 S. BUCKHORN  
AVENUE  
CONDOMINIUM PLAT  
CUDAHY, MILWAUKEE COUNTY, WI



FIRST FLOOR PLAN

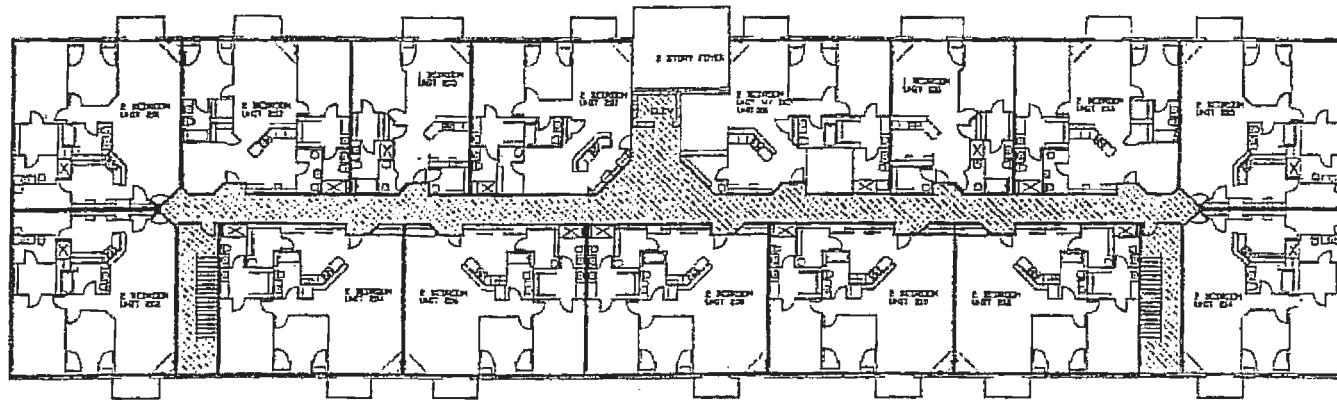


-  - DENOTES - LIMITED COMMON ELEMENTS
-  - DENOTES - UNIT BOUNDARIES

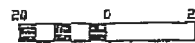


SHEET 140 - OF 1

CUDAHY CONNECTION - 38 UNIT BUILDING - 5020 S. BUCKHORN  
 AVENUE  
 CONDOMINIUM PLAT  
 CUDAHY, MILWAUKEE COUNTY, WI



SECOND FLOOR PLAN

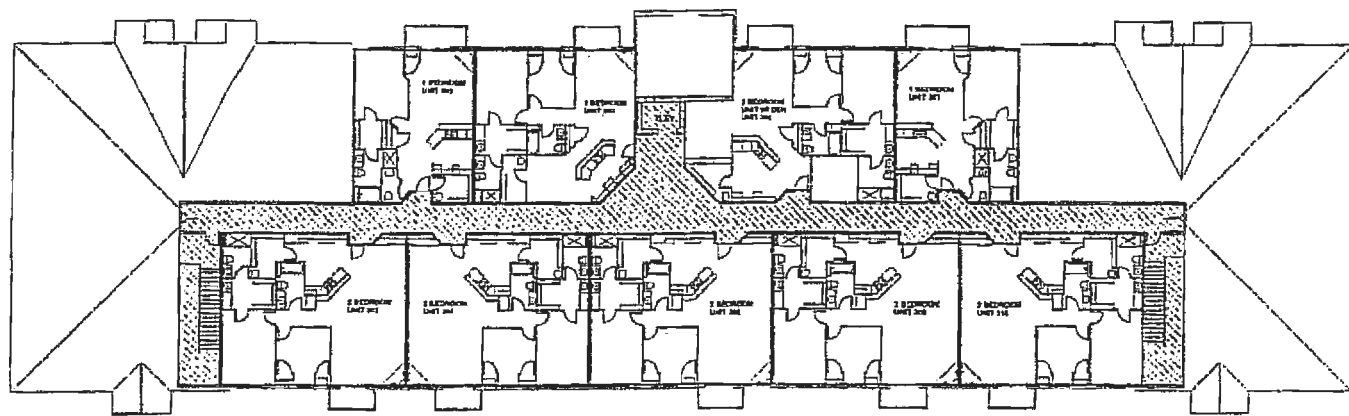


-  - DENOTES - LIMITED COMMON ELEMENTS
-  - DENOTES - UNIT BOUNDARIES



SHEET NO. 3 OF 7

CUDAHY CONNECTION - 38 UNIT BUILDING - 6020 S. BUCKHORN  
 AVENUE  
 CONDOMINIUM PLAT  
 CUDAHY, MILWAUKEE COUNTY, WI



THIRD FLOOR PLAN



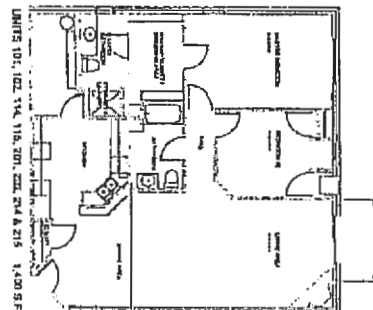
- DENOTES - LIMITED COMMON ELEMENTS
- DENOTES - UNIT BOUNDARIES



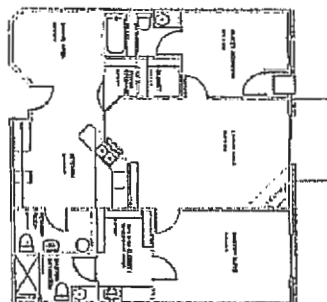
CUDAHY CONNECTION - 38 UNIT BUILDING - 6020 S. BUCKHORN  
AVENUE

CONDOMINIUM PLAT

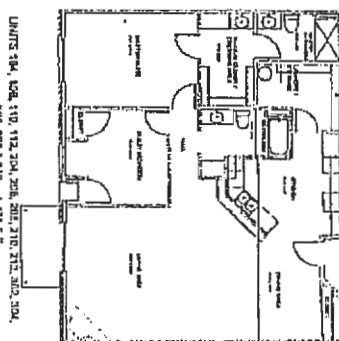
CUDAHY, MILWAUKEE COUNTY, WI



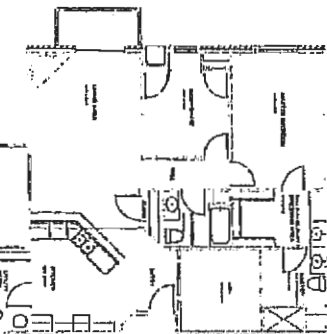
UNITS 101, 102, 104, 110, 201, 202, 204 & 210 1,400 S.F.



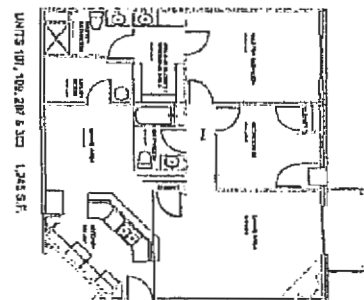
UNITS 103, 111, 203 & 211 1,275 S.F.



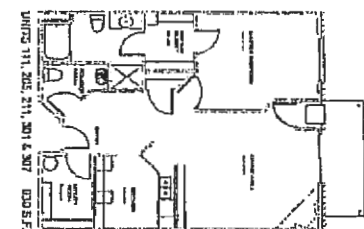
UNITS 104, 105, 110, 112, 204, 205, 210, 212, 202, 204, 205, 208 & 210 1,425 S.F.



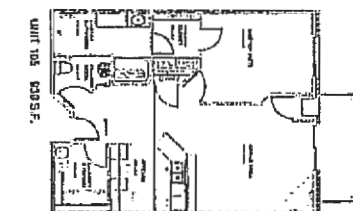
UNIT 205, 305 1,480 S.F.



UNITS 107, 109, 207 & 209 1,245 S.F.



UNITS 111, 205, 211, 201 & 207 1,000 S.F.



UNIT 106 620 S.F.



SHEET NO. 7 OF 7

#### DESCRIPTION OF PHASE 1 CUDAHY CONNECTION CONDOMINIUM PROPERTY

A parcel of land being a part of Parcel 1 of Certified Survey Map No. 2853, being a part of the Southwest 1/4 of Section 35, in Township 6 North, Range 22 East, in the City of Cudahy, County of Milwaukee, State of Wisconsin, recorded on June 25, 1976, in Reel 937, Images 947 to 950, inclusive, as Document No. 5013467 and more particularly described as follows: Commencing at the northwest corner of said Parcel 1 also being the Point of Beginning of this description, Thence South 01°15'14" East, 290.30 feet along the east line of Buckhorn Avenue; Thence North 88°44'46" East, 83.77 feet; Thence South 68°46'14" East, 350.28 feet to the west line of the Chicago and Northwestern Railroad; Thence along said west line North 05°32'01" East, 427.60 feet to a point on said west line; Thence South 87°58'48" West, 487.26 feet to the Point of Beginning.

Said parcel contains 151,649 sq. ft. or 3.48 acres of land, more or less.

#### PHASE 2 CUDAHY CONNECTION CONDOMINIUM PROPERTY

A parcel of land being a part of Parcel 1 of Certified Survey Map No. 2853, being a part of the South West 1/4 of Section 35, in Township 6 North, Range 22 East, in the City of Cudahy, County of Milwaukee, State of Wisconsin, recorded on June 25, 1976, in Reel 937, Images 947 to 950, inclusive, as Document No. 5013467; together with the East 1/2 of vacated South Buckhorn Avenue adjoining said Parcel on the West, excepting therefrom those parts thereof described in Deeds recorded as Documents Numbered 7422658, 7427237 and 7427260 along with a portion of the West 1/2 of said vacated South Buckhorn Avenue more particularly described as follows: Commencing at the northwest corner of said Parcel 1, Thence South 01°15'14" East, 280.30 feet along the east line of Buckhorn Avenue to the Point of Beginning; Thence South 01°15'14" East, 50.00 feet along the east line of Buckhorn Avenue; Thence South 87°55'22" West, 66.01 feet to the west line of said Buckhorn Avenue; Thence South 01°15'14" East, 155.58 feet along said west line; Thence South 41°32'27" East, 102.07 feet to the aforesaid east line of Buckhorn Avenue; Thence North 88°44'46" East, 392.22 feet to the west line of the Chicago and Northwestern Railroad; Thence along said west line North 05°32'01" East, 147.84 feet to a point on said west line; Thence North 68°46'14" West, 350.28 feet; Thence South 88°44'46" West, 63.77 feet to the Point of Beginning.

Said parcel contains 107,154 sq. ft. or 2.46 acres of land, more or less.

#### EXPANSION AREA DESCRIPTIONS

##### PHASE 3 CUDAHY CONNECTION CONDOMINIUM PROPERTY

A parcel of land being part of Parcel 1 of Certified Survey Map No. 2853, being a part of the South West 1/4 of Section 35, in Township 6 North, Range 22 East, in the City of Cudahy, County of Milwaukee, State of Wisconsin, recorded on June 25, 1976, in Reel 937, Images 947 to 950, inclusive, as Document No. 5013467; and more particularly described as follows: Commencing at the northwest corner of said Parcel 1, Thence South 01°15'14" East, 330.30 feet along the east line of Buckhorn Avenue; Thence South 87°55'22" West, 66.01 feet to the west line of said Buckhorn Avenue; Thence South 01°15'14" East, 155.58 feet along said west line; Thence South 41°32'27" East, 102.07 feet to the aforesaid east line of Buckhorn Avenue to the Point of Beginning; Thence South 01°15'14" East, 282.92 feet along said east line; Thence North 88°44'46" East, 68.50 feet; Thence South 68°45'05" East, 317.28 feet to the west line of the Chicago and Northwestern Railroad; Thence along said west line the following courses: Northeast 347.51 feet along the arc of a curve deflection to the right having a chord bearing and distance of North 03°48'35" East, 347.46 feet; Thence North 05°32'01" East, 58.86 feet to a point on said west line; Thence South 88°44'46" West, 399.22 feet to the Point of Beginning.

Said parcel contains 128,799 sq. ft. or 2.91 acres of land, more or less.

##### PHASE 4 CUDAHY CONNECTION CONDOMINIUM PROPERTY

A parcel of land being part of Parcel 1 of Certified Survey Map No. 2853, being a part of the South West 1/4 of Section 35, in Township 6 North, Range 22 East, in the City of Cudahy, County of Milwaukee, State of Wisconsin, recorded on June 25, 1976, in Reel 937, Images 947 to 950, inclusive, as Document No. 5013467; and more particularly described as follows: Commencing at the northwest corner of said Parcel 1, Thence South 01°15'14" East, 330.30 feet along the east line of Buckhorn Avenue; Thence South 87°55'22" West, 66.01 feet to the west line of said Buckhorn Avenue; Thence South 01°15'14" East, 155.58 feet along said west line; Thence South 41°32'27" East, 102.07 feet to the aforesaid east line of Buckhorn Avenue; Thence South 01°15'14" East, 282.92 feet along said east line to the Point of Beginning; Thence South 01°15'14" East, 308.84 feet along said east line; Thence North 87°51'48" East, 353.67 feet to the west line of the Chicago and Northwestern Railroad; Thence along said west line the following courses: North 00°49'18" East, 54.78 feet; Thence Northeast 127.36 feet along the arc of a curve deflection to the right having a chord bearing and distance of North 01°27'14" East, 127.36 feet to a point on said west line; Thence North 88°44'46" West, 317.28 feet; Thence South 88°44'46" West, 68.50 feet to the Point of Beginning.

Said parcel contains 92,086 sq. ft. or 2.11 acres of land, more or less.

**SIGMA**

DEVELOPMENT, INC.  
1300 WEST CANAL STREET  
MILWAUKEE, WISCONSIN 53233  
PHONE: (414) 843-4700  
FAX: (414) 843-4210

PARCEL 1 OF C.S.M. 2853 AND PART OF  
SECTION 35, TOWNSHIP 6 NORTH, RANGE 22 EAST  
CITY OF CUDAHY, MILWAUKEE COUNTY, WISCONSIN

AMENDED EXPANSION AREA

CUDAHY CONNECTION CONDOMINIUMS

DRAWING NO. 1815-V-001DWG

DRAWN BY: RFS

DATE: 6-13-05

PROJECT NO: 1815

CHECKED BY: RFS

APPROVED BY:

SHEET NO.: 2 OF 7 SHEETS



**CUDAHY CONNECTION CONDOMINIUMS BLDG. 2**  
**6020 South Buckhorn Avenue**

| <b><u>Street Address</u></b> | <b><u>Unit Number</u></b> |
|------------------------------|---------------------------|
| 6020 S. Buckhorn Ave.        | Unit 101                  |
| 6020 S. Buckhorn Ave.        | Unit 102                  |
| 6020 S. Buckhorn Ave.        | Unit 103                  |
| 6020 S. Buckhorn Ave.        | Unit 104                  |
| 6020 S. Buckhorn Ave.        | Unit 105                  |
| 6020 S. Buckhorn Ave.        | Unit 106                  |
| 6020 S. Buckhorn Ave.        | Unit 107                  |
| 6020 S. Buckhorn Ave.        | Unit 108                  |
| 6020 S. Buckhorn Ave.        | Unit 109                  |
| 6020 S. Buckhorn Ave.        | Unit 110                  |
| 6020 S. Buckhorn Ave.        | Unit 111                  |
| 6020 S. Buckhorn Ave.        | Unit 112                  |
| 6020 S. Buckhorn Ave.        | Unit 113                  |
| 6020 S. Buckhorn Ave.        | Unit 114                  |
| 6020 S. Buckhorn Ave.        | Unit 115                  |
| 6020 S. Buckhorn Ave.        | Unit 201                  |
| 6020 S. Buckhorn Ave.        | Unit 202                  |
| 6020 S. Buckhorn Ave.        | Unit 203                  |
| 6020 S. Buckhorn Ave.        | Unit 204                  |
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| 6020 S. Buckhorn Ave.        | Unit 208                  |
| 6020 S. Buckhorn Ave.        | Unit 209                  |
| 6020 S. Buckhorn Ave.        | Unit 210                  |
| 6020 S. Buckhorn Ave.        | Unit 211                  |
| 6020 S. Buckhorn Ave.        | Unit 212                  |
| 6020 S. Buckhorn Ave.        | Unit 213                  |
| 6020 S. Buckhorn Ave.        | Unit 214                  |
| 6020 S. Buckhorn Ave.        | Unit 215                  |
| 6020 S. Buckhorn Ave.        | Unit 301                  |
| 6020 S. Buckhorn Ave.        | Unit 302                  |
| 6020 S. Buckhorn Ave.        | Unit 303                  |
| 6020 S. Buckhorn Ave.        | Unit 304                  |
| 6020 S. Buckhorn Ave.        | Unit 305                  |
| 6020 S. Buckhorn Ave.        | Unit 306                  |
| 6020 S. Buckhorn Ave.        | Unit 307                  |
| 6020 S. Buckhorn Ave.        | Unit 308                  |
| 6020 S. Buckhorn Ave.        | Unit 310                  |