326928 VOL REC 508 PAGE 515

ARTICLES OF INCORPORATION
OF
THE LAKE PARK WEST
HOME OWNERS ASSOCIATION, INC.

U.C.C. 3 Page #17

Form 14&15-1971

United States of America

326928

State of Wisconsin--Department of State

To All to Whom These Presents Shall Come, Greeting:

The undersigned, as Secretary of State of the State of Wisconsin, certifies that

(x) Articles of Incorporation ( ) Amendment to Articles of Incorporation ( ) Statement of Intent to Dissolve
( ) Articles of Dissolution ( ) Articles of Merger ( ) Name reservation
( ) Articles of Consolidation ( ) Restated Articles ( ) Change of Registered Office and/or Agent OF

THE LAKE PARK WEST HOMEOWNERS ASSOCIATION, INC.

of which the attached is a duplicate, was on the date hereof, accepted and filed in my office.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal at the Capitol, in the City of Madison, on Nov. 19, 1971.

ROBERT C. ZIMMERMAN
Secretary of State

THIS MUST BE RECORDED WITH THE REGISTER OF DEEDS

326928

VOL REC 1 508 PAGE 516

ARTICLES OF INCORPORATION

OF

THE LAKE PARK WEST

HOME OWNERS ASSOCIATION, INC.

			Page
ARTICLE I	-	NAME OF CORPORATION	1
ARTICLE II	-	LOCATION	1
ARTICLE III	-	REGISTERED AGENT	1
ARTICLE IV	-	NAME AND ADDRESS OF INCORPORATOR	1
ARTICLE V	-	PURPOSE AND POWERS OF THE ASSOCIATION	1
ARTICLE VI	-	MEMBERSHIP	3
ARTICLE VII	-	VOTING RIGHTS	3
ARTICLE VIII	-	BOARD OF DIRECTORS	4
ARTICLE IX	-	DISSOLUTION	4
ARTICLE X	-	DURATION	5
ARTICLE XI	-	AMENDMENTS	5
ARTICLE XII	-	ANNEXATION OF ADDITIONAL LANDS TO ASSOCIATION	5

Exhibit A - Plat of survey designated by number and letter

Exhibit B - Legal Description of Additional Lands Owned by Developer which may be Annexed to Lake Park West

Exhibit C - Legal Description of Parcels 0 thru 10, Lake Park West

326928 VOL REC 508 PAGE 517

ARTICLES OF INCORPORATION

OF

THE LAKE PARK WEST

HOME OWNERS ASSOCIATION, INC.

ARTICLE I

The name of the corporation is THE LAKE PARK WEST HOME OWNERS ASSOCIATION, INC., hereafter called the "Association".

ARTICLE II

The principal office of the Association is located at 5235 North 124th Street, Milwaukee, Wisconsin, 53225.

ARTICLE III

Russell W. Spitz, whose address is 5235 North 124th Street, Milwaukee, Wisconsin, 53225, is hereby appointed the initial registered agent of this Association.

ARTICLE IV

The name and address of the Incorporator is Russell W. Spitz, 5235 North 124th Street, Milwaukee, Wisconsin, 53225.

ARTICLE V

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residence Lots and Common Area within that certain tract of property described as: (See Exhibit A attached hereto and made a part hereof by reference as if set forth herein at length), and to promote the health, safety and welfare of the residents within the described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the certain Declaration of Covenants, Conditions, Restrictions and Easements,

Vol. A. 3 Page 409

326928

hereinafter called the "Declaration", applicable to the property and recorded or to be recorded in the Office of the Register of Deeds, of Washington County, Wisconsin, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) borrow money, and with the assent of two-thirds (2/3) of the entire membership of each class entitled to vote, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) dedicate, sell or transfer all or any part of the Common Area to any public agency, authority or utility, for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of the entire membership of each class entitled to vote agreeing to such dedication, sale or transfer;

(f) participate in mergers and consolidations with other non-profit corporations organized for the same purposes provided that any such merger or consolidation shall have the assent of two-third (2/3) of the entire membership of each class entitled to vote;

(g) assign particular portions of storage areas which shall include parking within the Common Areas for exclusive use by Owners of particular Units;

(h) have and to exercise any and all powers, rights and privileges which a corporation organized under the Wisconsin Non-Profit Corporation Law by law may now or hereafter have or exercise.

326928

ARTICLE VI

MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Unit which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Unit which is subject to assessment by the Association.

ARTICLE VII

VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Developer and shall be entitled to one vote for each Unit owned. When more than one person holds an interest in any Unit, all such persons shall be members. The vote for such Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Unit. There can be no split vote. Prior to the time of any meeting at which a vote is to be taken, each Unit having co-owners shall file the name of the voting co-owner with the Secretary of the Association in orde to be entitled to a vote at such meeting, unless such co-owners have filed a general voting authority applicable to all votes until rescinded.

Class B. The Class B member(s) shall be the Developer (as defined in the Declaration), and shall be entitled to three (3) votes for each Unit owned or which may be built as set forth in Article X of the Declaration. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(b) on December 31, 1976, or such date upon which 75% of the Units shall have been sold and marketed, whichever event shall occur earlier.

Vol A-3 Page 411

Vol. 43 Page 77

VOL REC 508 PAGE 520

326928

ARTICLE VIII

BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of seven (7) Directors, who need not be members of the Association. The number of directors may be changed by amendment of the By-Laws of the Association. The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors are:

NAME	ADDRESS
Otto W. Spitz	5231 North 124th St. Milwaukee, Wis. 53225
Virve Spitz	5231 North 124th St. Milwaukee, Wis. 53225
Russell W. Spitz	5231 North 124th St. Milwaukee, Wis. 53225
Ronald Gehrman	5231 North 124th St. Milwaukee, Wis. 53225
Irving D. Gaines	161 West Wisconsin Ave. Milwaukee, Wis. 53203
David A. Saichek	161 West Wisconsin Ave. Milwaukee, Wis. 53203
Marit H. Spitz	5231 North 124th St. Milwaukee, Wis. 53225

At the first annual meeting, the members shall elect three directors for a term of one year, three directors for a term of two years and three directors for a term of three years; and at each annual meeting thereafter the members shall elect three directors for a term of three years.

ARTICLE IX

DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of the voting members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such

assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE X

DURATION

The corporation shall exist perpetually.

ARTICLE XI

AMENDMENTS

Amendment of these Articles shall require the assent of 75 percent (75%) of the votes as provided in Article VII.

ARTICLE XII

ANNEXATION OF ADDITIONAL LANDS TO ASSOCIATION

It is the intention, although not the obligation, of the Developer, to construct and annex additional buildings and real estate to the governing provisions of the accompanying Declaration of Conditions, Covenants, Restrictions and Easements regarding LAKE PARK WEST, covering real estate which is described in said Declarations as Exhibit 12, and a copy of which is attached hereto and marked for identification as Exhibit B. The said Declarations aforedescribed provide in Article X, Section 2, ANNEXATION WITHOUT ASSOCIATION APPROVAL, that the additional lands within the area described in Exhibit B attached hereto may be annexed by the Developer to this Association without the consent of members of the Association within five (5) years of the date of said Declarations.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Wisconsin, I, the undersigned, constituting the incorporator of this Association, have executed these Articles of Incorporation this 17 day of November, 1971.

RUSSELL W. SPITZ

Vol. A3 Page 413

326928 VOL REC 508 PAGE 522

STATE OF WISCONSIN)
) SS.
COUNTY OF MILWAUKEE)

Personally came before me this 17 day of November, 1971, the abovenamed RUSSELL W. SPITZ, to me known to be the person who executed the foregoing Articles of Incorporation and acknowledged the same.

IRVING D. GAINES
Notary Public, Milwaukee County Wisconsin
My commission is permanent

STATE OF WISCONSIN
DEPARTMENT OF STATE
FILED
NOV 18 1971
R... C. ZIMMERMAN
...RY OF STATE

This instrument was drafted by
IRVING D. GAINES
Attorney at Law

LAKE PARK WEST

PLAT OF DIVISION OF PARCELS

FOR

GERMANTOWN DEVELOPMENT CORP.

PART OF THE SOUTHWEST ONE-QUARTER OF SECTION 22, TOWN 9 NORTH, RANGE 20 EAST, VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN

PREPARED BY:
HOFFMANN, POLZIN, BECKER & ASSOC., INC
PLANNERS ENGINEERS SURVEYORS
WAUKESHA, WISCONSIN

WEST 1/4 COR. SEC 22, T9N, R20E

N88°33'41"E

(WEST ONE-QUARTER LINE SEC 22, T9N, R20E)

1303.97'

2659.20'

VOL 508 PAGE 524 REC

MAIN STREET

EL CAMINO REAL

TRAILER & BOAT STORAGE

POOL AREA

BISCAYNE DRIVE

LAKE

ROYAL AVE.

EL CAMINO

1995.52'

326928

VOL REC 508 PAGE 523

Vol. 63 Page 415

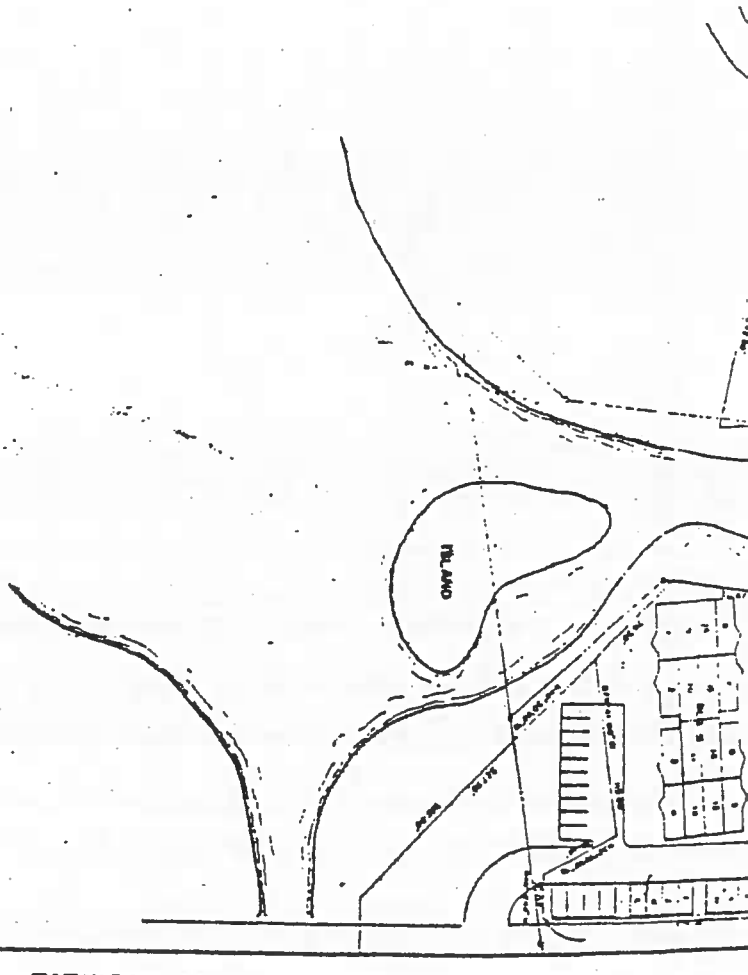


EXHIBIT A

Vol a. 3. Page 416

326928 VOL REC 508 PAGE 525

LEGAL DESCRIPTION OF ADDITIONAL LANDS

OWNED BY DEVELOPER WHICH MAY BE ANNEXED TO

LAKE PARK WEST

All that part of the Southwest one-quarter of Section 22, Town 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin, bounded and described as follows:

Beginning at the Southwest Corner of Section 22; thence N01° 24'03"W along the West line of said section 2659.20 feet to the West one-quarter corner of Section 22; said one-quarter corner also being on the centerline of Main Street; thence N88°33'14"E along the West one-quarter line of said section and said centerline 1303.97 feet to the point of centerline intersection with Western Avenue; thence S01°41'16"E along said centerline 1995.52 feet; thence S88°28'49"W parallel to the South line of Section 22, 657.19 feet; thence S01°33'47"E, 301.88 feet; thence S88°28'49"W parallel to said South line 295.17 feet; thence S01°33'47"E, 360.17 feet to a point on the aforementioned South line and the centerline of Mequon Road; thence S88°28'49"W along the South line of Section 22 and said centerline 363.47 feet to the place of beginning containing 67.5445 acres, excepting the full and complete legal description contained in Exhibit C immediately preceding this page containing the legal description of parcels 0 through 10, LAKE PARK WEST.

Exhibit B

THE FOLLOWING IS THE LEGAL DESCRIPTION

OF PARCELS 0 THRU 10

LAKE PARK WEST

All that part of the Southwest one-quarter of Section 22, Town 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin, bounded and described as follows:

Commencing at a point on the West one-quarter line of Section 22 said point being N88°33'41"E of and 1303.97 feet distant from the West one-quarter corner of said Section; thence S01°41'16"E, along the one-eighth line of Section 22, 237.00 feet; thence S88°18'44"W, 25.00 feet to a point on the West Right-Of-Way line of Western Avenue and the place of beginning; thence S01°41'16"E, along said West Right-Of-Way line 663.00 feet; thence S88°18'44"W, 30.00 feet; thence N30°59'49"W, 56.49 feet; thence S79°41'00"W, 119.00 feet; thence N46°30'00"W, 74.50 feet; thence N07°00'00"E, 448.67 feet; thence N01°35'00"W, 117.50 feet; thence N63°30'00"W, 48.00 feet; thence N68°23'30"W, 41.00 feet; thence S75°14'00"W, 80.00 feet; thence S05°00'00"W, 221.00 feet; thence S03°53'00"E, 330.00 feet; thence N78°49'42"W, 242.99 feet; thence N06°22'00"W, 71.00 feet; thence N11°14'00"W, 125.00 feet; thence N01°46'00"W, 130.00 feet; thence N01°47'00"E, 141.00 feet; thence N24°20'00"E, 198.00 feet; thence N88°45'00"E, 369.00 feet; thence S43°02'10"E, 196.85 feet to the place of beginning.

Exhibit C

M.L.A 3 Page 417

326929

VOL REC 508 PAGE 527

DECLARATION OF CONDITIONS,
COVENANTS, RESTRICTIONS
AND EASEMENTS
REGARDING LAKE PARK WEST

326929

TABLE OF CONTENTS

1. DECLARATION OF CONDITIONS, COVENANTS, RESTRICTIONS AND EASEMENTS REGARDING LAKE PARK HOMES

			Page
A.	ARTICLE I	- DEFINITIONS	1
	Section 1	- Association	1
	Section 2	- Owner	1
	Section 3	- Properties	2
	Section 4	- Common Area	2
	Section 5	- Unit	2
	Section 6	- Developer	2
	Section 7	- Mortgage	2
	Section 8	- Mortgagee	2
B.	ARTICLE II	- DESCRIPTION AND IDENTIFICATION OF THE BUILDINGS	3
	Section 1	- Code Identification	3
	Section 2	- Description of Residential Buildings	3
C.	ARTICLE III	- PROPERTY RIGHTS AND OBLIGATIONS OF OWNERS	4
	Section 1	- Value	4
	Section 2	- Percentage of Ownership	4
	Section 3	- Owners Easements of Enjoyment	4
	Section 4	- Owners Right to Ingress and Egress and Support	4
	Section 5	- Use of Units	4
	Section 6	- Use of Common Area	4

			Page
	Section 7	- Prohibition of Damage and Certain Activities	5
	Section 8	- Animals	5
	Section 9	- Rules and Regulations	5
	Section 10	- Delegation of Use	5
	Section 11	- Parking Rights	5
	Section 12	- Ingress and Egress to Lakes	5a
	Section 13	- Ownership and Access to Amenities	5a
D.	ARTICLE IV	- ASSOCIATION MEMBERSHIP AND VOTING RIGHTS	6
	Section 1	- Membership	6
	Section 2	- Voting	6
	Section 3	- Amplification	7
E.	ARTICLE V	- RIGHTS AND OBLIGATIONS OF THE ASSOCIATION	8
	Section 1	- The Common Area	8
	Section 2	- Services	8
	Section 3	- Personal Property for Common Use	8
	Section 4	- Rules and Regulations	9
	Section 5	- Implied Rights	9
F.	ARTICLE VI	- COVENANT FOR ASSESSMENTS	10
	Section 1	- Agreement to Pay Assessment	10
	Section 2	- Purpose of Assessments	10
	Section 3	- Maximum Annual Assessment	10
	Section 4	- Special Assessments for Capital Improvements	10
	Section 5	- Notice of Meetings	11
	Section 6	- Uniform Rate of Assessment	11

			Page
	Section 7	- Date of Commencement of Annual Assessments	11
	Section 8	- Lien for Assessments	12
	Section 9	- Effect of Nonpayment of Assessments: Remedies of the Association	13
	Section 10	- Subordination of the Lien to Mortgages	13
G.	ARTICLE VII	- ARCHITECTURAL CONTROL	14
	Section 1	- Architectural Control Committee Authority	14
H.	ARTICLE VIII	- PARTY WALLS	15
	Section 1	- General Rules of Law to Apply	15
	Section 2	- Sharing of Repair and Maintenance	15
	Section 3	- Destruction by Fire or Other Casualty	15
	Section 4	- Right to Contribution Runs with Land	15
	Section 5	- Encroachments	15
I.	ARTICLE IX	- INSURANCE	16
	Section 1	- Obligation of Owners	16
	Section 2	- Partial or Total Destruction	16
	Section 3	- Additional Insurance Provisions	16
	Section 4	- Destruction and Reconstruction	16
J.	ARTICLE X	- STAGE DEVELOPMENTS AND ANNEXATION	18
	Section 1	- Staged Development	18
	Section 2	- Annexation without Association Approval	18
	Section 3	- Legal Requirements	18

			Page
	Section 4	- Future Utilization of Residential Facilities by Owners-Occupants of States 1 through 10, Inclusive	18
K.	ARTICLE XI	- AGREEMENT WITH VILLAGE OF GERMANTOWN	20
	Section 1	- Contract with Village of Germantown	20
L.	ARTICLE XII	- GENERAL PROVISIONS	21
	Section 1	- Enforcement	21
	Section 2	- Severability	21
	Section 3	- Amendment	21
	Section 4	- Registered Agent for Service of Process	21
M.		Execution	22
N.		Consent of Mortgage Holder The West Bend Savings & Loan Assn.	23
O.		Consent of Mortgage Holder Andrew Rinzel and Evelyn Rinzel	25
P.		EXHIBITS:	

1- Legal Description of Stage 1

2- Legal Description of Stage 2

3- Legal Description of Stage 3

4- Legal Description of Stage 4

5- Legal Description of Stage 5

6- Legal Description of Stage 6

7- Legal Description of Stage 7

8- Legal Description of Stage 8

9- Legal Description of Stage 9

10- Legal Description of Stage 10

11- Legal Description of Parcels 0 thru 10

12- Legal Description of Additional Lands Owned by Developer which may be Annexed to Lake Park West

13- Contract between Village of Germantown and Germantown Development Company, Inc.

A- Legal Description of Total Parcel of Real Estate Owned by Developer.

B- Legal Description of Common Area

C- Plat of survey designated by number and letter.

326929 VOL REC 508 PAGE 532

DECLARATION OF CONDITIONS, COVENANTS

RESTRICTIONS AND EASEMENTS

REGARDING LAKE PARK WEST

Recorded , 1971, at .M., Vol. of Deeds, at page , as Document No. , in the office of the Register of Deeds for Washington County, Wisconsin

THIS DECLARATION is made pursuant to the Unit Ownership Act of the State of Wisconsin, Sections 703.01 through 703.28, of the Wisconsin Statutes, this day of , 1971, by GERMANTOWN DEVELOPMENT COMPANY, INC., a Wisconsin corporation, (hereinafter called "the Developer"),

WITNESSETH:

WHEREAS, the Developer is the sole owner of certain real property described in Exhibit A attached hereto.

NOW THEREFORE the Developer hereby declares that all of the property described in Exhibit A shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and shall be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to THE LAKE PARK WEST HOME OWNERS ASSOCIATION, INC., a corporation organized pursuant to Chapter 181 of the Wisconsin Statutes, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Unit which is a part of the properties including contract sells, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property described in Exhibit A appended hereto and such additions thereto as may hereafter be annexed by amendment to this Declaration.

Section 4. "Common Area" shall mean and refer to all real property and facilities described in Exhibit B. Each Owner shall have an undivided interest in the Common Area and facilities in the proportion as set forth in Article III.

Section 5. "Unit" shall mean and refer to those plots of land, with the improvements thereon, shown upon that recorded plat of survey of the properties set forth in Exhibit C, designated by number and letter, which shall be recorded pursuant to Wisconsin Statutes Section 703.13.

Section 6. "Developer" shall mean and refer to GERMANTOWN DEVELOPMENT COMPANY, INC., a Wisconsin corporation, its successors and assigns.

Section 7. "Mortgage" shall mean any Mortgage or other security instrument by which a Unit or any part thereof is encumbered.

Section 8. "Mortgagee" shall mean any person named as the Mortgagee under any Mortgage under which the interest of any Owner is encumbered, or any successor to the interest of such person under such Mortgage.

326929

ARTICLE II

DESCRIPTION AND IDENTIFICATION OF THE BUILDINGS

Section 1. CODE IDENTIFICATION. Each building shall be specifically designated in a numerical, sequential order, and each Unit will be designated by a number with a combination of said numbers to be the specific designation of each Unit as set forth in Exhibit C attached hereto and made a part of this Declaration.

Section 2. DESCRIPTION OF RESIDENTIAL BUILDINGS. The residential buildings on the real estate described herein in this Declaration, contained the number of Units as shown for the respective buildings on Exhibit C attached hereto and made a part of this Declaration. Said buildings contain two levels with each Unit on one level, and are constructed principally of wood, brick and concrete. Additional construction details are set forth in the buildings plans and working drawings available for inspection at the office of the Developer. The Units will consist of 1 and 2 bedroom units and will also contain bathroom, dressing room, living room, kitchen and utility room.

ARTICLE III

PROPERTY RIGHTS AND OBLIGATIONS OF OWNERS

Section 1. VALUE. The value of each Unit shall be its assessed value and the value of the Properties shall be the sum of the Unit values.

Section 2. PERCENTAGE OF OWNERSHIP. Each owner shall own an undivided interest in the Common Area and facilities with all other Owners. The percentage of ownership shall be that fraction that the individual Unit involved bears to the total number of Units in the building or buildings situated within the designated state of development. As any new area and/or stages are annexed as provided in this Declaration, the percentage of ownership shall be determined as the number one (1) divided by the total number of Units actually constructed and within the provisions of this Declaration after such annexation.

Section 3. OWNERS EASEMENTS OF ENJOYMENT. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Unit.

Section 4. OWNERS RIGHT TO INGRESS AND EGRESS AND SUPPORT. Each Owner shall have the right to ingress and egress over, upon and across the Common Area necessary for access to his Unit, and shall have the right to lateral support for his Unit and such rights shall be appurtenant to and pass with the title to each Unit.

Section 5. USE OF UNITS. Each Unit shall be used for residential purposes only, and no trade or business of any kind may be carried on therein. Lease or rental of a Unit for residential purposes shall not be considered to be a violation of this covenant. No signs whatsoever may be affixed to any of the premises or placed on the exterior of any of the premises or any Common Area other than a normal or customary sized sign to be utilized for purposes of resale of the subject Unit. No signs advertising the subject premises for rent, lease or to let shall be permitted at any time on any of the premises.

Section 6. USE OF COMMON AREA. There shall be no obstruction of the Common Area, nor shall anything be kept or stored on any part of the Common Area without the prior written consent of the Association except as specifically

provided herein. Nothing shall be altered on, constructed in, or removed from the Common Area except upon the prior written consent of the Association.

Section 7. PROHIBITION OF DAMAGE AND CERTAIN ACTIVITIES. Nothing shall be done or kept in any Unit or in the Common Area or any part thereof to increase the rate of insurance on the Properties or any part thereof over what the Association, but for such activity, would pay, without the prior written consent of the Association. Nothing shall be done or kept in any Unit or in the Common Area, of any part thereof, which would be in violation of any Statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body. No damage to, or waste of, the Common Area or any part thereof or of the exterior of the Properties and buildings shall be committed by any Owner or any invitee of any Owner and each Owner shall indemnify and hold the Association and the other Owners harmless against all loss resulting from any such damage or waste caused by him or his invitees, to the Association or other Owners. No noxious, destructive or offensive activity shall be carried on in any Unit or in the Common Area or any part thereof. Nor shall anything be done therein which may be or may become an annoyance of nuisance to any other Owner or to any other person at any time lawfully residing in the Properties.

Section 8. ANIMALS. The Association may, by rules and regulations, prohibit or limit the raising, breeding or keeping of animals in any Unit or on the Common Area or any part thereof.

Section 9. RULES AND REGULATIONS. No Owners shall violate the rules and regulations for the use of the Units and of the Common Area as adopted from time to time by the Association.

Section 10. DELEGATION OF USE. Any Owner may delegate, in accordance with the By-Laws, or this Declaration, his right of enjoyment to the Common Area and facilities to the members of him family, to the tenants of his Unit or contract purchasers of his Unit who reside on the property and only to said individuals.

Section 11. PARKING RIGHTS. Every Owner shall be entitled to the exclusive right and use of at least two parking spaces which shall be assigned by the Association. Any areas designated on the attached Exhibits as space to be utilized for parking purposes for a particular individual Unit, can be converted into a garage Unit by means of the construction of a garage thereon at the cost and expense of the Unit Owner therein, and said Unit Owner is granted the exclusive use, but not ownership thereof, to said garage constructed thereon. Maintenance thereof, with respect to said garage shall be the responsibility of the Association.

Section 12. INGRESS AND EGRESS TO LAKES. It appearing from Exhibit C attached, being the plan of development hereof, that a certain portion of the real estate covered by these Declarations, consists of a man made lake, with the intention that all Unit Owners shall have a right of ingress and egress to the lake situated therein, as well as additional lake area being developed upon that portion of the premises described in Exhibit 12 attached hereto. Therefore, the Developer does hereby declare and grant to all Unit Owners in said LAKE PARK WEST a permanent easement for ingress and egress to the said lakes situated therein, thereby providing access to each and every one of said Unit Owners to said lake over, beyond and through Common Areas immediately abutting said lakes, which easement access rights shall be deemed to be part of the "Common Area" as referred to in Article I, Section 4 of these Declarations.

Section 13. OWNERSHIP AND ACCESS TO AMENITIES. The Developer does further declare that included in the definition of "Common Area" as referred to in said Article I, Section 4, of said Declarations aforedescribed, shall be the right to utilize and have access to all amenities to be constructed by the Developer within the confines of this project, including such items as the lake, swimming pools, club house and tennis courts, but it is understood and declared that ownership of all of such amenities aforedescribed shall be retained at all times by the Developer until such time as a total of 600 Units shall have been fully constructed and title thereto transferred to purchasers thereof, at which time Developer shall terminate all ownership interest in and to such amenities, and said amenities shall be deemed to be a part and parcel of Common Area to which all unit owners shall have an interest therein. The Developer hereby shall establish a timetable as follows for completion of all amenities: The lake, one swimming pool and tennis courts shall be fully completed on or before June 1, 1972; construction upon the club house and a second swimming pool shall commence upon the completion of construction and full transfer of title thereto to purchasers thereof of a total of 240 Units. Until title to the said amenities or recreational areas described herein shall have been declared free and clear of all liens and encumbrances, at which time it shall become part and parcel of the Common Area to which all Unit Owners shall have access, the Developer shall assume all liability for the maintenance of said amenities above described. At the discretion of the Association, user fees may be charged for some recreational facilities.

ARTICLE IV

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 1. MEMBERSHIP. Every Owner shall be entitled and required to be a member of the Association. If title to a Unit is held by more than one person, each of such persons shall be members. An Owner of more than one Unit shall be entitled to one membership for each Unit owned by him. Each such membership shall be appurtenant to the Unit upon which it is based and shall be transferred automatically by conveyance of that Unit. No person or entity other than an Owner or Developer may be a member of the Association, and a membership in the Association may not be transferred except in connection with the transfer of title to a Unit; provided, however, that the rights of voting may be assigned to a Mortgagee as further security for a loan secured by a lien on a Unit.

Section 2. VOTING. The Association shall have two classes of voting membership:

a) Class A. Class A members shall be all Owners with the exception of the Developer and shall be entitled to one vote for each Unit owned. When more than one person holds an interest in any Unit, all such persons shall be members. The vote for such Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Unit. There can be no split vote. Prior to the time of any meeting at which a vote is to be taken, each co-owner shall file the name of the voting co-owner with the Secretary of the Association in order to be entitled to a vote at such meeting, unless such co-owners have filed a general voting authority with the Secretary applicable to all votes until rescinded.

b) Class B. The Class B member(s) shall be the Developer and shall be entitled to three votes for each Unit owned or which may be built as set forth in Article X. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

i) when the total votes outstanding in the Class A membership equal the total votes outstanding in

the Class B membership, or

ii) on December 31, 1976, or such date upon which 75% of the units shall have been sold and marketed, whichever event shall occur earlier.

Section 3. AMPLIFICATION. The provisions of this Article are to be amplified by the Articles of Incorporation of the Association and by the By-Laws of the Association, provided, however, that no such amplification shall substantially alter or amend any of the rights or obligations of the Owners set forth herein.

ARTICLE V

RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 1. THE COMMON AREA. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Area and all improvements thereon (including furnishings and equipment related thereto), and shall keep the same in good, clean, attractive and sanitary condition, order and repair. The Association shall be responsible for the maintenance and repair of exterior surfaces of all buildings on the Properties, including without limitation, the painting of the same as often as necessary, the replacement of trim and caulking, the maintenance and repair of roofs; the maintenance and repair of all Common Area, including utility lines and all other improvements or material located within or used in connection with the Common Area. The specification of duties of the Association with respect to particular Common Area shall not be construed to limit its duties with respect to other Common Areas, as set forth in the first sentence in this Section.

Section 2. SERVICES. The Association may obtain and pay for the services of any person or entity to manage its affairs, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper operation of the Properties, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or which it contracts. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Properties or the enforcement of this Declaration. The Association may arrange with others to furnish water, trash and garbage collection, sewer service and other common services to each Unit. Unit Owners will be charged a sewer and water charge in accordance with customary charges made by Village of Germantown, in addition to their regular monthly maintenance charges to the Association.

Section 3. PERSONAL PROPERTY FOR COMMON USE. The Association may acquire and hold for the use and benefit of all of the Owners tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be deemed to be owned by the Owners in the same proportion as their respective interests in the Common Areas.

Such interest shall not be transferable except with the transfer of a Unit. A transfer of a Unit shall transfer to the transferee ownership of the transferor's beneficial interest in such property without any reference thereto. Each Owner may use such property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of other Owners. The transfer of title to a Unit under foreclosure shall entitle the purchaser to the interest in such personal property associated with the foreclosed Unit.

Section 4. RULES AND REGULATIONS. The Association may make reasonable rules and regulations governing the use of the Units and of the Common Areas, which rules and regulations shall be consistent with the rights and duties established in this Declaration.

Section 5. IMPLIED RIGHTS. The Association may exercise any other right or privilege given to it expressly by this Declaration or by law, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

ARTICLE VI

COVENANT FOR ASSESSMENTS

Section 1. AGREEMENT TO PAY ASSESSMENT. Developer for each Unit owned by it within the Properties, and for and as the Owner of the Properties and every part thereof, hereby covenants, and each Owner of any Unit by the acceptance of a deed therefore, whether or not it be so expressed in the deed, shall be deemed to covenant and agree with each other and with the Association to pay to the Association for the purposes provided in this Declaration, for special assessments, for capital improvements, and for any other matters as provided in this Declaration. Such assessments shall be fixed, established and collected from time to time in the manner provided in this Article.

Section 2. PURPOSE OF ASSESSMENTS. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area, and of the exterior of the buildings situated upon the Properties, and such emergency repairs as the Association may deem necessary, including repairs and maintenance of sewer and water lines to individual Units.

Section 3. MAXIMUM ANNUAL ASSESSMENT. Until January 1 of the year immediately following the conveyance of the first Unit by Developer to an Owner, the annual assessment shall be ONE HUNDRED EIGHTY and no/100 DOLLARS ($180.00) per Unit constructed.

a) During the year 1972 the annual assessment may be increased not more than 3% above the initial assessment specified for the year of inception of this project without a vote of the membership.

b) On and after January 1, 1973, the Board of Directors shall fix the annual assessment in such amounts as it may see fit to determine necessary for the operation of said Association

Section 4. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area including fixtures and personal property related thereto, or the

properties, provided that only during the year 1972 any such assessment shall have the assent of two-thirds (2/3) of the votes of each Class of voting members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. NOTICE OF MEETINGS. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty per cent (60%) of all the votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. UNIFORM RATE OF ASSESSMENT. Both annual and special assessments must be fixed at a uniform rate for all Units and may be collected on a monthly basis.

Section 7. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS. The annual assessments for the Units within each individual Stage as provided for herein shall commence as to all Units within each individual Stage on the first day of the month following the conveyance of the first Unit within each individual Stage by the Developer. The first annual assessment shall be adjusted according to the number of months then remaining in that calendar year. The Board of Directors shall fix the amount of the annual assessment against each Unit at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Unit have been paid.

Section 8. LIEN FOR ASSESSMENTS. All sums assessed to any Unit pursuant to this Article, together with interest thereon as provided herein, shall be secured by a lien on such Unit in favor of the Association. Such lien shall be superior to all other liens and encumbrances on such Unit, except only for:

a) Liens of general and special taxes; and

b) a lien for all sums unpaid on a first Mortgage, or on any Mortgage to Developer, duly recorded in the Washington County, Wisconsin real estate records, prior to the making of such assessment, including all unpaid obligatory advances to be made pursuant to such Mortgage and all amounts advanced pursuant to such Mortgage and secured by the lien thereof in accordance with the terms of such instrument.

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

All other lienors acquiring liens on any Unit after this Declaration, which liens shall have been recorded in said records shall be deemed to consent that such liens shall be inferior to future liens for assessments, as provided herein, whether or not such consent be specifically set forth in the instruments creating such liens.

To evidence a lien for sums assessed pursuant to this Article, the Association may prepare a written notice of lien setting forth the amount of the assessment, the date due, the amount remaining unpaid, the name of the Owner of the Unit and a description of the Unit. Such a notice shall be signed by the Association and may be recorded in the office of the County Clerk and Recorder of Washington County, Wisconsin. No notice of lien shall be recorded until there is a delinquency in payment of the assessment. Such lien may be enforced by judicial foreclosure by the Association in the same manner in which mortgages on real property may be foreclosed in Wisconsin. In any such foreclosure, the Owner shall be required to pay the costs and expenses of filing the notice of lien and all reasonable attorneys' fees. All such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Association any assessments against the Unit which shall become due during the period of foreclosure. The Association shall have the right and power to bid at the foreclosure sale or other legal sale and to acquire, hold, convey, lease, rent, encumber, use and otherwise deal with the Unit as the Owner thereof.

A release of notice of lien shall be executed by the Association and recorded in the Washington County, Wisconsin real estate records, upon payment of all sums secured by a lien which has been made the subject of a recorded notice of lien.

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

The Association shall upon written request report to any encumbrancer of a Unit any unpaid assessments remaining unpaid for longer than ninety (90) days after the same shall have become due; provided, however, that such encumbrancer first shall have furnished to the Association written notice of such encumbrance.

Section 9. EFFECT OF NONPAYMENT OF ASSESSMENTS: REMEDIES OF THE ASSOCIATION. Any assessment not paid within 30 days after the due date shall bear interest from the due date at a rate equal to the then prevailing maximum rate of interest permitted to be charged by law to individuals under Statutes of the State of Wisconsin, as defined in Section 138.05, Wisconsin Statutes, or any successor amendments thereto, which rate is presently 12% per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Unit. A suit to recover a money judgment for unpaid expenses hereunder shall be maintainable without foreclosing or waiving the lien securing the same.

Section 10. SUBORDINATION OF THE LIEN TO MORTGAGES. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage which was recorded prior to the making of such assessment. Sale or transfer of any Unit shall not affect the assessment lien. However, the sale or transfer of any Unit pursuant to mortgage foreclosure shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer and such unpaid assessments shall be deemed to be common expenses collectible from all of the Owners excluding the acquirer, his successor and assigns. No sale or transfer shall relief such Unit from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE VII

ARCHITECTURAL CONTROL

Section 1. ARCHITECTURAL CONTROL COMMITTEE AUTHORITY. No exterior additionals or alterations to any building on the Properties, additional fences, or changes in existing fences, hedges, walls, walkways and other structures shall be commenced, erected or maintained except such as are installed or approved by the Developer in connection with the initial construction of the buildings on the Properties, until the plans and specifications showing the nature, kind, shape, height, materials, location and approximate cost of same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding buildings in the subdivision by an Architectural Committee composed of the Board of Directors of the Association, or by a representative or representatives designated by the Board of Directors. In the event said committee, or its designated representatives, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, and if not suit to enjoin the making of such additions, alterations or changes has been commenced within sixty (60) days of application, such approval will be deemed to have been given. If no application has been made to the Architectural Committee or their representatives, suit to enjoin or remove such additions, alterations or changes may be instituted at any time. Neither the members of the Architectural Committee nor its designated representatives shall be entitled to compensation to themselves for services performed pursuant to this paragraph, but compensation may be allowed to independent professional advisors retained by the Architectural Committee. Exterior antennae shall not be placed on any building without the approval of the Architectural Committee or its designated representatives. During the time which the Association has Class B members, the Architectural Committee must have the written approval of the Developer. A meeting may be called for this purpose or the members may give written approval when practical.

ARTICLE VIII

PARTY WALLS

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

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

Section 3. DESTRUCTION BY FIRE OR OTHER CASUALTY. If a party wall is destroyed or damaged by fire or other casualty and it is not covered by insurance, any Owner who has used the wall may restore it, and shall contribute to the cost of restoration thereof in proportion to their use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule or law regarding liability for negligent or willful acts or omissions.

Section 4. RIGHT TO CONTRIBUTION RUNS WITH LAND. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 5. ENCROACHMENTS. Some of the Units in each building may be aesthetically and functionally designed with drains, air conditioning equipment and other structures that encroach or overhang adjoining Units. The Owner of each Unit hereby takes title subject to a perpetual easement for any such overhang or encroachment and each encroaching or overhanging Unit or other structure, drain, or air conditioning equipment may be repaired, rebuilt or replaced in such a fashion as to permit these overhangs and encroachments to be reestablished but not enlarged without consent of the servient Owner and the Association. Such easements as provided herein shall be limited to improvements as originally constructed.

ARTICLE IX

INSURANCE

Section 1. OBLIGATION OF OWNERS. It shall be the obligation of each Owner to keep the premises insured against loss by fire and extended coverage by means of a fire and extended coverage insurance policy in the amount of the full insurance value of said Unit, which is the replacement value thereof, by reason of the fact that the lowest premium rates that can be obtained for fire and extended coverage insurance upon the individual Units, and Buildings in which the same are situated, can only be accomplished by means of the placement of all insurance coverages for fire and extended coverage on the Units and Buildings, exclusive of the contents thereof, with one company, which company shall issue a master policy for the entire project, and individual take off certificates for individual Units, each Owner shall be required to obtain their respective individual policies of insurance aforedescribed through such company that shall be issuing the master policy of insurance and such certificates. The cost of such insurance shall be prepaid on an annual basis by the respective individual Owners directly to the Developer or its designee.

Section 2. PARTIAL OR TOTAL DESTRUCTION. In the event of partial or total destruction of any home by fire, casualty or otherwise, and the home Owner does not undertake the repair or reconstruction thereof within ninety (90) days, then, and in such event, the Association by a two-thirds affirmative vote of the Board of Directors may undertake such repair or reconstruction. The cost of such repair or reconstruction shall be added to and become a part of the assessment to which such lot is subject.

Section 3. ADDITIONAL INSURANCE PROVISIONS. The Board of Directors shall provide public liability insurance covering the Common Area and facilities in such amounts as may be determined at the discretion of the Board of Directors from time to time. The Board of Directors may also provide 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.

Section 4. DESTRUCTION AND RECONSTRUCTION. In the event of a partial or total destruction of a building or buildings, they shall be rebuilt and repaired as soon as practicable,

and substantially to the same design, plan and specifications as originally built, unless within 90 days of the date of the damage or destruction all Owners agree not to rebuild or repair. On reconstruction, the design, plan and specifications of any building or Unit may vary from that of the original upon approval of the Association, provided, however, that the number of square feet of any Unit may not vary by more than 5% from the number of square feet for such Unit as originally constructed, and the locations of the buildings shall be substantially the same as prior to the damage or destruction.

ARTICLE X

STAGE DEVELOPMENTS AND ANNEXATION

Section 1. STAGED DEVELOPMENT. It is the intention, although not the obligation of the Developer to construct and annex additional buildings and real estate to the governing provisions of this Declaration on real estate which is described in Exhibit 12 attached hereto, which description includes the real estate described at Exhibit A. In the event of annexation, stages will be divided generally in the following proportions:

Stage	Buildings	Units	Parking
1	1	8	16
2	2	16	32
3	1	8	16
4	1	16	32
5	2	16	32
6	1	16	32
7	1	16	32
8	1	16	32
9	1	16	32
10	1	16	32
0	To be used as additional parking area and open parking area.		

That the boundaries and descriptions for each of said stages are set forth in Exhibits 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11, attached hereto.

Section 2. ANNEXATION WITHOUT ASSOCIATION APPROVAL. The additional land within the area described in Exhibit 12 may be annexed by the Developer without the consent of members of the Association within five years of the date of this instrument.

Section 3. LEGAL REQUIREMENTS. The Properties, Buildings and Owners located upon any annexed land shall become subject to the provisions of this Declaration upon filing the appropriate amendment executed by the Developer and without the consent of Owners required in Article XII, Section 3.

Section 4. FUTURE UTILIZATION OF RESIDENTIAL FACILITIES BY OWNERS-OCCUPANTS OF STAGES 1 THROUGH 10, INCLUSIVE. In the event the Developer shall abandon its plans for the development of any of the foregoing Stages, which perogative is retained by the Developer, and shall utilize said premises or any portion thereof for construction of private conventional rental housing development, the Owner of said Stages aforedesignated, its assigns, suc-

cessors, representatives and tenants residing in such private conventional housing developments situated thereon have the full and complete right to utilize all of the Common Area facilities as described hereinafter, upon the express condition and terms that an annual assessment equal to the same amount per rental unit as shall be paid by the Owners of Units in completed constructed Stages to the Association, shall be paid by the Owner, his heirs, successors, representatives and assigns, of said rental projects, and said Owners, heirs, representatives or assigns shall be bound to strict compliance with lien provisions contained in Article VI, and the said Owner, heirs, successors, representatives or assigns, shall have a number of votes as member of said Home Owners Association equivalent to the number of Rental units situated in said private conventional rental housing development. In no event, shall the total number of votes allocated to rental units, whether the Owners by virtue of such ownership are now, or in the future will be, members of the Association, exceed forty-nine per cent of the total vote cast in any matter pending before the Association for such vote.

ARTICLE XI

AGREEMENT WITH VILLAGE OF GERMANTOWN

Section 1. CONTRACT WITH VILLAGE OF GERMANTOWN. The Developer having heretofore executed a written agreement dated September 20, 1971 with the Village of Germantown, a Municipal Corporation, explicitly intended to cover the planned Unit development of LAKE PARK WEST, as touches upon the subjects of sewer and water development and construction, garbage and trash disposal, snow blowing and road maintenance, lighting, water charges, future extension and openings of roads and golf course construction, by the terms of which (Paragraph 17 thereof) Developer has agreed that said agreement shall be included and made a part of the Declaration of Conditions, Covenants, Restrictions and Easements for LAKE PARK WEST, said document is attached hereto as Exhibit 13, and made a part hereof by reference as set forth at length herein.

ARTICLE XII

GENERAL PROVISIONS

Section 1. ENFORCEMENT. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. If these restrictions are enforced by appropriate proceedings by any such Owner or Owners, such Owner or Owners may be reimbursed by the Association for all or any part of the cost incurred in the discretion of the Board of Directors of the Association.

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

Section 3. AMENDMENT. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Unit subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions of the Declaration may be amended during the first three year period after original recording hereof by an instrument of amendment signed solely by the Developer. Thereafter, for the remaining 27 year period, the same may be amended by an instrument signed by not less than seventy-five per cent (75%) of the Unit Owners except as provided in Article X, Section 2. Any amendment must be properly recorded. In the event that the permanent character of the percentage of the undivided interest of each Owner in the Common Area as expressed in Article III, Section 2 is to be altered, then such amendment altering such percentage formula must have the consent of all Owners expressed in an amended declaration duly recorded.

Section 4. REGISTERED AGENT FOR SERVICE OF PROCESS. The initial registered agent for service of process shall be Russell W. Spitz, 5231 N. 124th Street, Milwaukee, Wisconsin 53225 (Waukesha County). Change of agent for service

of process may be accomplished by resolution of the Board of Directors of the Association and upon proper filing of said name with the Register of Deeds of Washington County.

IN WITNESS WHEREOF, the said GERMANTOWN DEVELOPMENT COMPANY, INC., a Wisconsin corporation, has caused this document to be signed by its President and Secretary, this 17 day of November 1971.

Executed in the Presence of:

GERMANTOWN DEVELOPMENT COMPANY, INC.
a Wisconsin Corporation

IRVING D. GAINES

By _____
RUSSELL W. SPITZ, President

DELORES WIESNER

By _____
RONALD R. GEHRMAN, Secretary

STATE OF WISCONSIN)
) SS
COUNTY OF MILWAUKEE)

Personally came before me this 17 day of November, 1971, the above named RUSSELL W. SPITZ and RONALD R. GEHRMAN, to me known to be President and Secretary respectively of GERMANTOWN DEVELOPMENT COMPANY, INC., who executed the foregoing Declaration and acknowledged the same in behalf of said corporation.

IRVING D. GAINES, Notary Public
Milwaukee County, Wisconsin
My Commission is Permanent

This instrument was drafted by:

IRVING D. GAINES
Attorney at Law

326929 VOL. REC. 508 PAGE 555

CONSENT OF MORTGAGE HOLDER

The West Bend Savings & Loan Association, a Wisconsin corporation, with offices at West Bend, Wisconsin, and mortgagee named in certain mortgages heretofore executed by GERMANTOWN DEVELOPMENT COMPANY, INC., a Wisconsin corporation, all appearing of record in the office of the Register of Deeds for Washington County, Wisconsin, hereby consents to the execution, recording and filing of the above and foregoing Declaration of Conditions, Covenants, Restrictions and Easements regarding LAKE PARK WEST, and hereby submits its mortgages above referred to, to the provisions of the above and foregoing Declaration and the Wisconsin Unit Ownership Act, Sections 703.01 through 703.28, Wisconsin Statutes.

IN WITNESS WHEREOF, the said WEST BEND SAVINGS AND LOAN ASSOCIATION has caused this instrument to be signed by its duly authorized officers on its behalf.

Dated and executed at West Bend, Wisconsin, this 19 day of November, 1971.

WEST BEND SAVINGS AND LOAN ASSOCIATION

By _____
President

Attested to:

By _____
Assistant Secretary

326929 VOL REC 508 PAGE 556

STATE OF WISCONSIN)
) SS
WASHINGTON COUNTY)

I, a notary public in and for said county and state, do hereby certify that Richard A Lauer and Roman A Stippel, President and Assistant Secretary, respectively, of THE WEST BEND SAVINGS AND LOAN ASSOCIATION, a Wisconsin corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Assistant Secretary appeared before me this day in person and acknowledged that they signed, sealed and delivered such instrument as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 19 day of November, 1971.

Naomi R. Engleiter
Notary Public,
Washington County, Wisconsin
My commission ~~(is)~~ (expires) 12/13/72

326929 VOL REC 508 PAGE 557

CONSENT OF MORTGAGE HOLDER

ANDREW RINZEL and EVELYN RINZEL, his wife, of Germantown, Wisconsin, and mortgagees named in a certain mortgage executed by GERMANTOWN DEVELOPMENT COMPANY, INC., a Wisconsin corporation, dated December 11, 1970, and recorded in the office of the Register of Deeds of Washington County, Wisconsin, on the 14th day of December, 1970, in Volume 491 of Records, at Page 268, as Document No. 318911, hereby consent to the execution, recording and filing of the above and foregoing Declaration of Conditions, Covenants, Restrictions and Easements regarding LAKE PARK WEST and hereby submit their mortgage above referred to, to the provisions of the above and foregoing Declaration and the Wisconsin Unit Ownership Act, Sections 703.01 through 703.28, Wisconsin Statutes.

IN WITNESS WHEREOF, the said ANDREW RINZEL and EVELYN RINZEL, his wife, have caused this instrument to be signed by them in their behalf.

Dated and executed at Germantown, Wisconsin, this 19th day of November, 1971.

Andrew Rinzel (SEAL)
ANDREW RINZEL

Evelyn Rinzel (SEAL)
EVELYN RINZEL

326929 VOL REC. 508 PAGE 558

STATE OF WISCONSIN)
) SS
WASHINGTON COUNTY)

Personally came before me, this 19th day of November, 1971, the above named ANDREW RINZEL and EVELYN RINZEL, his wife, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Victor C. Snyder
Notary Public,
Washington County, Wisconsin
My commission (is) (~~expires~~) permanent

THE FOLLOWING IS THE LEGAL DESCRIPTION

OF STAGE 1

LAKE PARK WEST

All that part of the Southwest one-quarter of Section 22, Town 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin bounded and described as follows:

Commencing at a point on the West one-quarter line of Section 22 said point being N88°33'41" E of and 1303.97 feet distant from the West one-quarter corner of said Section 22; thence S01°41'16"E along the West one-eighth line 237.00 feet; thence S88°18'44"W, 25.00 feet to a point on the West Right-Of-Way line of Western Avenue and the place of beginning; thence S01°41'16"E along said right-of-way line 123.00 feet; thence S88°18'44W, 23.00 feet; thence S56°11'49"W, 40.71 feet; thence N86°26'30"W, 103.00 feet; thence N01°35'00"W, 117.50 feet; thence N81°58'58"E, 160.82 feet to the place of beginning.

326929

VOL REC 508 PAGE 560

THE FOLLOWING IS THE LEGAL DESCRIPTION

OF STAGE 2

LAKE PARK WEST

All that part of the Southwest one-quarter of Section 22 Town 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin bounded and described as follows:

Commencing at a point on the West one-quarter line of Section 22 said point being N88°33'41"E of and 1303.97 feet distant from the West one-quarter corner of said Section 22; thence S01° 41'16"E along the West one-eighth line 360.00 feet; thence S88° 18'44"W, 25.00 feet to a point on the West Right-of-Way line of Western Avenue and the place of beginning; thence S01°41'16"E along said right-of-way line, 216.00 feet; thence S88°18'44"W, 23.00 feet; thence S65°09'54"W, 36.74 feet; thence S83°19'00"W, 139.00 feet; thence N07°00'00"E, 233.00 feet; thence S86°26'30"W, 103.00 feet; thence N56°11'49"E, 40.71 feet; thence N88°18'44"E, 23.00 feet to the place of beginning.

Exhibit 2

326929 VOL REC 508 PAGE 561

THE FOLLOWING IS THE LEGAL DESCRIPTION

OF STAGE 3

LAKE PARK WEST

All that part of the Southwest one-quarter of Section 22 Town 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin bounded and described as follows:

Commencing at a point on the West one-quarter line of Section 22 said point being N88°33'41"E of and 1303.97 feet distant from the West one-quarter corner of said Section 22; thence S01°41'16"E along the West one-eighth line of said section 576.00 feet; thence S88°18'44"W, 25.00 feet to a point on the West Right-Of-Way line of Western Avenue and the place of beginning; thence S01°41'16"E, along said right-of-way line, 108.00 feet; thence S88°18'44"W, 23.00 feet; thence S51°06'05"W, 43.84 feet; thence S83°19'00"W, 156.50 feet; thence N07°00'00"E, 123.00 feet; thence N83°19'00"E, 139.00 feet; thence N65°09'54"E, 36.74 feet; thence N88°18'44"E, 23.00 feet to the place of beginning.

Exhibit 3

326929

VOL REC 508 PAGE 562

THE FOLLOWING IS THE LEGAL DESCRIPTION

OF STAGE 4

LAKE PARK WEST

All that part of the Southwest one-quarter of Section 22 Town 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin bounded and described as follows:

Commencing at a point on the West one-quarter line of Section 22 said point being N88°33'41"E of and 1303.97 feet distant from the West one-quarter corner of said Section 22; thence S01°41'16"E along the West one-eighth line of said section 684.00 feet; thence S88°18'44"W, 25.00 feet to a point on the West Right-Of-Way line of Western Avenue and the place of beginning; thence S01°41'16"E along said Right-Of-Way line, 216.00 feet; thence S88° 18'44"W, 30.00 feet; thence N30°59'49"W, 56.49 feet; thence S79° 41'00"W, 119.00 feet; thence N46°30'00"W, 74.50 feet; thence N07° 00'00"E, 92.67 feet; thence N83°19'00"E, 156.50 feet; thence N51° 06'05"E, 43.84 feet; thence N88°18'44"E, 23.00 feet to the place of beginning.

Exhibit 4

326929 VOL REC 508 PAGE 563

THE FOLLOWING IS THE LEGAL DESCRIPTION

OF STAGE 5

LAKE PARK WEST

All that part of the Southwest one-quarter of Section 22, Town 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin, bounded and described as follows:

Commencing at a point on the West one-quarter line of Section 22, said point being N88°33'41"E of and 1303.97 feet distant from the West one-quarter corner of said Section; thence S01°41'16"E, along the one-eighth line of Section 22, 237.00 feet; thence S88°18'44"W, 25.00 feet to a point on the West Right-Of-Way line of Western Avenue; thence S81°58'58"W, 160.82 feet; thence N63°30'00"W, 48.00 feet to the place of beginning; thence N25°06'00"E, 160.00 feet; thence S88°45'00"W, 369.00 feet; thence S52°32'59"E, 233.74 feet; thence N75°14'E, 80.00 feet; thence S68°23'30"E, 41.00 feet to the place of beginning.

Exhibit 5

326929 VOL REC 508 PAGE 564

THE FOLLOWING IS THE LEGAL DESCRIPTION

OF STAGE 6

LAKE PARK WEST

All that part of the Southwest one-quarter of Section 22, Town 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin, bounded and described as follows:

Commencing at a point on the West one-quarter line of Section 22 said point being N88°33'41"E of and 1303.97 feet distant from the West one-quarter corner of said Section; thence S01°41'16"E, along the one-eighth line of Section 22, 237.00 feet; thence S88°18'44"W, 25.00 feet to a point on the West Right-Of-Way line of Western Avenue; thence S81°58'58"W, 160.82 feet; thence N63°30'00"W, 48.00 feet; thence N68°23'30"W, 41.00 feet; thence S75°14'W, 80.00 feet to the place of beginning; thence S05°00'00"W, 82.00 feet; thence N80°31'15"W, 263.59 feet; thence N24°20'00"E, 198.00 feet; thence S52°32'59"E, 233.74 feet to the place of beginning.

Exhibit 6

326929

VOL REC 508 PAGE 565

THE FOLLOWING IS THE LEGAL DESCRIPTION

OF STAGE 7

LAKE PARK WEST

All that part of the Southwest one-quarter of Section 22, Town 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin, bounded and described as follows:

Commencing at a point on the West one-quarter line of Section 22 said point being N88°33'41"E of and 1303.97 feet distant from the West one-quarter corner of said Section; thence S01°41'16"E, along the one-eighth line of Section 22, 237.00 feet; thence S88°18'44"W, 25.00 feet to a point on the West Right-Of-Way line of Western Avenue; thence S81°58'58"W, 160.82 feet; thence N63°30'00"W, 48.00 feet; thence N68°23'30"W, 41.00 feet; thence S75°14'W, 80.00 feet; thence S05°00'00"W, 99.00 feet; thence N89°45'13"W, 255.75 feet; thence N01°47'00"E, 141.00 feet; thence S80°31'15"E, 263.59 feet to the place of beginning.

Exhibit 7

326929

VOL REC 508 PAGE 566

THE FOLLOWING IS THE LEGAL DESCRIPTION

OF STAGE 8

LAKE PARK WEST

All that part of the Southwest one-quarter of Section 22, Town 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin, bounded and described as follows:

Commencing at a point on the West one-quarter line of Section 22, said point being N88°33'41"E of and 1303.97 feet distant from the West one-quarter corner of said Section; thence S01°41'16"E, along the one-eighth line of Section 22, 237.00 feet; thence S88°18'44"W, 25.00 feet to a point on the West Right-Of-Way line of Western Avenue; thence S81°58'58"W, 160.82 feet; thence N63°30'00"W, 48.00 feet; thence N68°23'30"W, 41.00 feet; thence S75°14'W, 80.00 feet; thence S05°00'00"W, 181.00 feet to the place of beginning; thence S05°00'00"W, 40.00 feet; thence S03°53'00"E, 68.00 feet; thence S85°13'07"W, 253.74 feet; thence N01°46'00"W, 130.00 feet; thence S89°45'13"E, 255.75 feet to the place of beginning.

Exhibit 8

326929 VOL REC 508 PAGE 567

THE FOLLOWING IS THE LEGAL DESCRIPTION

OF STAGE 9

LAKE PARK WEST

All that part of the Southwest one-quarter of Section 22, Town 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin, bounded and described as follows:

Commencing at a point on the West one-quarter line of Section 22 said point being N88°33'41"E of and 1303.97 feet distant from the West one-quarter corner of said Section; thence S01°41'16"E, along the one-eighth line of Section 22, 237.00 feet; thence S88°18'44"W, 25.00 feet to a point on the West Right-Of-Way line of Western Avenue; thence S81°58'58"W, 160.82 feet; thence N63°30'00"W, 48.00 feet; thence N68°23'30"W, 41.00 feet; thence S75°14'W, 80.00 feet; thence S05°00'00"W, 221.00 feet; thence S03°53'00"E, 68.00 feet to the place of beginning; thence S03°53'00"E, 108.00 feet; thence S81°19'04"W, 238.55 feet; thence N11°14'00"W, 125.00 feet; thence N85°13'07"E, 253.74 feet to the place of beginning.

Exhibit 9

THE FOLLOWING IS THE LEGAL DESCRIPTION

OF STAGE 10

LAKE PARK WEST

All that part of the Southwest one-quarter of Section 22, Town 9 North, Range 20 East, Village of Germantown, Twashington County, Wisconsin, bounded and described as follows:

Commencing at a point on the West one-quarter line of Section 22 said point being N88°33'41"E of and 1303.97 feet distant from the West one-quarter corner of said Section; thence S01°41'16"E, along the one-eighth line of Section 22, 237.00 feet; thence S88°18'44"W, 25.00 feet to a point on the West Right-Of-Way line of Western Avenue; thence S81°58'58"W, 160.82 feet; thence N63°30'00"W, 48.00 feet; thence N68°23'30"W, 41.00 feet; thence S75°14'W, 80.00 feet; thence S05°00'00"W, 221.00 feet; thence S03°53'00"E, 176.00 feet to the place of beginning; thence S03°53'00"E, 154.00 feet; thence N78°49'42"W, 242.99 feet; thence N06°22'00"W, 71.00 feet; thence N81°19'04"E, 238.55 feet to the place of beginning.

326929 VOL REC 508 PAGE 569

THE FOLLOWING IS THE LEGAL DESCRIPTION

OF PARCELS 0 THRU 10

LAKE PARK WEST

All that part of the Southwest one-quarter of Section 22, Town 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin, bounded and described as follows:

Commencing at a point on the West one-quarter line of Section 22 said point being N88°33'41"E of and 1303.97 feet distant from the West one-quarter corner of said Section; thence S01°41'16"E, along the one-eighth line of Section 22, 237.00 feet; thence S88°18'44"W, 25.00 feet to a point on the West Right-Of-Way line of Western Avenue and the place of beginning; thence S01°41'16"E, along said West Right-Of-Way line 663.00 feet; thence S88°18'44"W, 30.00 feet; thence N30°59'49"W, 56.49 feet; thence S79°41'00"W, 119.00 feet; thence N46°30'00"W, 74.50 feet; thence N07°00'00"E, 448.67 feet; thence N01°35'00"W, 117.50 feet; thence N63°30'00"W, 48.00 feet; thence N68°23'30"W, 41.00 feet; thence S75°14'00"W, 80.00 feet; thence S05°00'00"W, 221.00 feet; thence S03°53'00"E, 330.00 feet; thence N78°49'42"W, 242.99 feet; thence N06°22'00"W, 71.00 feet; thence N11°14'00"W, 125.00 feet; thence N01°46'00"W, 130.00 feet; thence N01°47'00"E, 141.00 feet; thence N24°20'00"E, 198.00 feet; thence N88°45'00"E, 369.00 feet; thence S43°02'10"E, 196.85 feet to the place of beginning.

Exhibit 11

LEGAL DESCRIPTION OF ADDITIONAL LANDS

OWNED BY DEVELOPER WHICH MAY BE ANNEXED TO

LAKE PARK WEST

All that part of the Southwest one-quarter of Section 22, Town 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin, bounded and described as follows:

Beginning at the Southwest Corner of Section 22; thence N01° 24'03"W along the West line of said section 2659.20 feet to the West one-quarter corner of Section 22; said one-quarter corner also being on the centerline of Main Street; thence N88°33'14"E along the West one-quarter line of said section and said centerline 1303.97 feet to the point of centerline intersection with Western Avenue; thence S01°41'16"E along said centerline 1995.52 feet; thence S88°28'49"W parallel to the South line of Section 22, 657.19 feet; thence S01°33'47"E, 301.88 feet; thence S88°28'49"W parallel to said South line 295.17 feet; thence S01°33'47"E, 360.17 feet to a point on the aforementioned South line and the centerline of Mequon Road; thence S88°28'49"W along the South line of Section 22 and said centerline 363.47 feet to the place of beginning containing 67.5445 acres, excepting the full and complete legal description contained in Exhibit 11 immediately preceding this page containing the legal description of parcels 0 through 10, LAKE PARK WEST

VOL REC 508 PAGE 571

326929

THIS AGREEMENT made this 20 day of Sept, 1971, by and between the VILLAGE OF GERMANTOWN, a municipal corporation located in Washington County, Wisconsin, hereinafter known as the "Village", party of the first part, and GERMANTOWN DEVELOPMENT CO., INC., a Wisconsin corporation, with its principal office located at Butler, Wisconsin, hereinafter known as the "Developer", party of the second part,

W I T N E S S E T H :

WHEREAS, the Village of Germantown has approved a Planned Unit Development, referred to as LAKE PARK WEST, as per plans of the Developer, on file with the Village of Germantown, for certain lands lying in the Northwest Quarter of the Southwest Quarter (NW¼ SW¼) of Section 22, Township 9 North, Range 20 East, Washington County, Wisconsin, owned by the Developer; and

IT IS HEREBY MUTUALLY AGREED between the parties as follows:

1. That the Village does approve the plans for LAKE PARK WEST.

2. That the Developer does agree to construct a 30 inch sanitary sewer main as shown on the Utility Plan at its own cost and expense.

3. That the Developer does agree to construct a 16 inch water main as shown on the Utility Plan at its own cost and expense.

4. That all of said sewer and water construction shall be subject to supervision and inspection by the Village or its agents or contractors which it may employ for such inspection and supervision, which costs shall be defrayed by the Developer.

Exhibit 13

5. That upon approval and acceptance of said sewer and water mains by the Village, the Developer shall dedicate said sewer and water mains to the Village and will execute the necessary easements to the Village upon the Village paying the sums hereinafter referred to in paragraphs 6 and 7.

6. That the Village shall pay to the Developer the differential in cost between 30 inch sanitary sewer pipe and 10 inch sanitary sewer pipe as shall be determined by the price established by the supplier of the pipe at the time of purchase of the same. Said amount to be paid within two years from the date of acceptance of said sewer line.

7. That the Village shall pay the Developer the differential of costs between 16 inch water pipe and 8 inch water pipe as shall be determined by the price established by the supplier of the pipe at the time of purchase of the same. Said amount to be paid within two years from the date of acceptance of said water line.

8. Developer shall, at its own expense, provide for private garbage and trash disposal in LAKE PARK WEST: the Village shall provide an adequate garbage and trash disposal site in the Village. Developer shall pay no higher rate for dumping at said disposal site than is paid by the Village for its disposal.

9. Developer shall, at its own expense, provide for snow plowing and road maintenance within LAKE PARK WEST.

10. The Developer shall provide "Erection of lighting adequate for the personal safety of the residents is to be determined by the Chief of Police of the Village of Germantown".

11. Developer will construct the majority of roads in LAKE PARK WEST with a reverse crown.

12. Water charges shall be based upon amount of water used, and at the rates on file with the Public Service Commission for the volume used.

13. Developer shall reimburse the Village for any and all special engineering services reasonably necessary in connection with obtaining state approvals or special requests of the Developer. Such reimbursement shall be based upon the reasonable value of such services rendered.

14. Developer shall grant an easement to the Village for the purposes of construction and installation of a force main for the South-Central Sewer Project.

15. In the event the Village resolves to extend Division Road between Mequon Road and Freistadt Road, the Developer agrees to dedicate to the Village a 130 foot right-of-way for said extension of Division Road. Present projected extension of Division Road is to be in a near northerly line with minor offsets to avoid the re-planning of LAKE PARK WEST and to avoid the present Sewer Plant. If, however, the present platted subdivision on the land known as the Deshur property is vacated, this route and dedication will be voided in favor of a route for which plans have been submitted to the Village.

16. Developer's compliance with Ordinance 471 is as follows:

a. The Developer shall pay the Village Seventy-Five Thousand ($75,000.00) Dollars in the following manner:

1. Two-hundred ($200.00) Dollars per unit for the first two hundred units.

326929

2. One-hundred ($100.00) Dollars per unit for the next three hundred fifty units.

Said payments to be made upon the issuance of occupancy permits for said units, except that all payments for all units in a building shall become due and owing to the Village two years after the first occupancy permit for a building has been issued by the Village.

b. A Seventy-Five Thousand ($75,000.00) Dollar allowance is to be made if the Developer provides a golf course, open to the public, nine holes or more, provided the course is established within a three year period from the date of this contract. The golf course completion schedule to be guaranteed by a Seventy-Five Thousand ($75,000.00) Dollar surety bond payable to the Park and Recreation Commission.

17. Developer agrees this agreement is to be included as an Addendum and made a part of the Declaration of Conditions, Covenants, Restrictions and Easements for LAKE PARK WEST.

18. The Developer agrees to dedicate to the Village a ninety (90) foot right-of-way for extension of Main Street from Western Avenue to River Lane.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the 20 day of Sept, 1971.

WITNESSES:

VILLAGE OF GERMANTOWN
BY
President

ATTEST:
Clerk

GERMANTOWN DEVELOPMENT CO., INC.
BY
President

Assistant Secretary

326929

VOL REC 508 PAGE 575

EXHIBIT A

LEGAL DESCRIPTION OF TOTAL PARCEL

OF REAL ESTATE OWNED BY DEVELOPER

All that part of the Southwest one-quarter of Section 22, Town 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin, bounded and described as follows:

Beginning at the Southwest Corner of Section 22; thence N01°24'03"W along the West line of said section 2659.20 feet to the West one-quarter corner of Section 22; said one-quarter corner also being on the centerline of Main Street; thence N88°33'14"E along the West one-quarter line of said section and said centerline 1303.97 feet to the point of centerline intersection with Western Avenue; thence S01°41'16"E along said centerline 1995.52 feet; thence S88°28'49"W parallel to the South line of Section 22, 657.19 feet, thence S01° 33'47"E, 301.88 feet; thence S88°28'49"W parallel to said South line 295.17 feet; thence S01°33'47"E, 360.17 feet to a point on the aforementioned South line and the centerline of Mequon Road; thence S88°28'49"W along the South line of Section 22 and said centerline 363.47 feet to the place of beginning containing 67.5445 acres.

326929

VOL REC 508 PAGE 576

EXHIBIT B

LEGAL DESCRIPTION OF COMMON AREA

All except Buildings 1 through 12, inclusive, and all Units therein, as shown on Exhibit C attached hereafter, lying within that portion of the total legal description contained in Exhibit A, as delineated and outlined in Exhibit C attached.

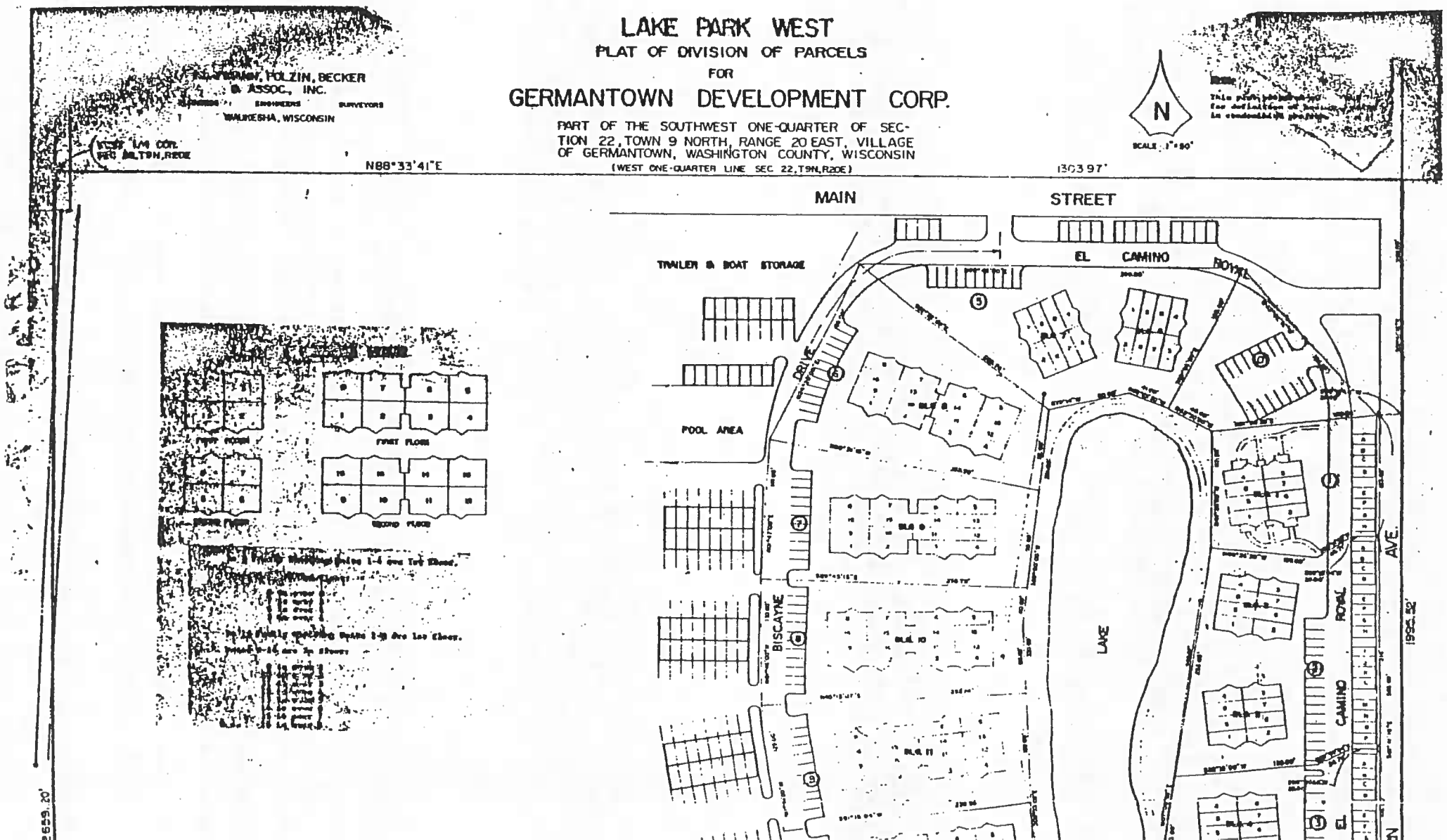
329392 VOL REC 514 PAGE 212

AMENDMENT TO
DECLARATION OF CONDITIONS,
COVENANTS, RESTRICTIONS
AND EASEMENTS
REGARDING LAKE PARK WEST

RECORDED
MAR 3 3 57 PM '72
REGISTER OF DEEDS
OF WASHINGTON COUNTY, MN.

E
1

EXHIBIT C


LAKE PARK WEST
PLAT OF DIVISION OF PARCELS
FOR
GERMANTOWN DEVELOPMENT CORP.
PART OF THE SOUTHWEST ONE-QUARTER OF SECTION 22, TOWN 9 NORTH, RANGE 20 EAST, VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN
(WEST ONE-QUARTER LINE SEC 22, T9N, R20E)
POLZIN, BECKER & ASSOC., INC.
WAUKESHA, WISCONSIN
N88°33'41"E
1303.97'
N
MAIN STREET
EL CAMINO ROYAL
TRAILER & BOAT STORAGE
POOL AREA
DRIVE
BISCAYNE
LAKE
EL CAMINO ROYAL AVE.
FIRST FLOOR
SECOND FLOOR

329392 VOL 514 PAGE 213

AMENDMENT TO

DECLARATION OF CONDITIONS, COVENANTS,

RESTRICTIONS AND EASEMENTS

REGARDING LAKE PARK WEST

THIS AMENDMENT TO THE DECLARATION of Conditions, Covenants, Restrictions and Easements regarding LAKE PARK WEST, which original Declaration was dated and acknowledged November 17, 1971, and recorded November 23, 1971 in the office of the Register of Deeds of Washington County, Wisconsin at 8:41 A.M. in Volume 508 of Records, Pages 527 through 578 inclusive, as Document Number 326929, by GERMANTOWN DEVELOPMENT COMPANY, INC., a Wisconsin corporation, hereinafter called the Developer,

WITNESSETH:

WHEREAS, the provisions of Article XII, Section 3, entitled "Amendment" provide that the covenants and restrictions of the Declaration herein may be amended during the first three (3) year period after original recording thereof by an instrument of amendment signed solely by the Developer, and

WHEREAS, the Developer is desirous of modifying and amending said Declarations for the purposes of reserving to itself the right to execute and deliver easements for public utility purposes, if necessary, for such items as electricity, telephone, gas, water, sewer and any other public utility, which easements may, by necessity, traverse along, across or through any portion of the common areas involved herein,

NOW, THEREFORE, the Developer does herewith place on record this Amendment to the said Declarations aforedescribed for the said purposes stated hereinabove, and it is hereby declared that the Developer, GERMANTOWN DEVELOPMENT COMPANY, INC., a Wisconsin corporation, is duly authorized and permitted to execute any and all written easements for public utility purposes including, but not exclusively limited thereto, such items as electricity, telephone, gas, sewer and water for use in the subject premises, which public utility lines or facilities may, by necessity, traverse across, over, under or through all or any portion of the common areas described in the original Declarations

on file herein.

IN WITNESS WHEREOF, the said GERMANTOWN DEVELOPMENT COMPANY, INC., a Wisconsin corporation, has caused this document to be signed by its President, RUSSELL W. SPITZ, and Secretary, RONALD GEHRMAN, this 28th day of February, 1972.

GERMANTOWN DEVELOPMENT COMPANY, INC.,
a Wisconsin corporation

By _____
RUSSELL W. SPITZ, President

By _____
RONALD GEHRMAN, Secretary

STATE OF WISCONSIN)
) SS.
MILWAUKEE COUNTY)

Personally came before me this 28th day of February, 1972, the above named RUSSELL W. SPITZ, President, and RONALD GEHRMAN, Secretary, respectively, of GERMANTOWN DEVELOPMENT COMPANY, INC., who executed the foregoing Amendment to Declaration and acknowledged the same in behalf of the said corporation.

_____
DELORES WIESNER, Notary Public
Milwaukee County, Wisconsin
My commission expires 8/8/75

This instrument was drafted by:

IRVING D. GAINES
Attorney at Law

334962

REC'd 525 PAGE 618

AMENDMENT TO DECLARATION OF CONDITIONS, COVENANTS, RESTRICTIONS AND EASEMENTS REGARDING LAKE PARK WEST

RECORDED

AUG 23 11 06 AM '72

REGISTER OF DEEDS
OF WASHINGTON COUNTY, WIS.

A-33

AMENDMENT TO DECLARATION OF
CONDITIONS, COVENANTS, RESTRICTIONS
AND EASEMENTS REGARDING
LAKE PARK WEST

THIS AMENDMENT TO THE DECLARATION of conditions, covenants, restrictions and easements regarding Lake Park West, a condominium, which original declaration was dated and acknowledged November 17, 1971, and recorded by declaration as such condominium in the office of the Register of Deeds for Washington County, Wisconsin, on November 22, 1971 as Document No.326929 in Volume 508 of Records, pages 527-578, inclusive, by Germantown Development Company, Inc., a Wisconsin corporation, hereinafter called the developer,

WITNESSETH:

WHEREAS it was provided for in said original declarations (Article X, Section 1) that there would be a "staged development" of construction and annexation to the condominium aforedescribed, and

WHEREAS it was further described in Article X, Section 2 of said original declarations, that additional lands within the area described in Exhibit 12 of the original declarations could be annexed by the developer at any time within five (5) years after the date of the original declarations, to the condominium aforedescribed, and

WHEREAS certain provisions were originally provided in the original declarations in Article III, Section 11, relating to "parking rights" which need and require clarification by

reason of the construction at varying locations within the condominium area of private garages for unit owners,

NOW, THEREFORE, the developer does herewith place on record this Amendment to the said declarations aforedescribed for the purposes of making additions, corrections and amendments as aforedescribed and as set forth hereinafter at greater length:

1. STAGED DEVELOPMENT

By the execution and recording of this Amendment, the developer does herewith declare that it has proceeded to construct and deem annexed and part and parcel of Lake Park West, a condominium, stages 1 through 10, as described and referred to in Article X, Section 1, of the original declarations aforedescribed, and as legally described and pictorially displayed in all of the exhibits attached to the original declaration referred to hereinabove, and does herewith incorporate herein by reference, as though set forth at length herein, Exhibit 1 attached hereto being a "as built" plat of survey prepared by Kirchman, Inc., by EUGENE A. KIRCHMAN, a registered land surveyor, dated July 13, 1972; that as shown in the said plat of survey aforedescribed and marked for identification as Exhibit 1, buildings 1 through 9, and 13 through 15, which are shown in shaded coloration, have been built and are situated as shown thereon, and buildings 10 through 12 inclusive are presently in the process of being constructed as situated thereon; that, further, as shown on said Exhibit 1 attached hereto are garage buildings running

in a northerly and southerly direction along the West side of Western Avenue, being the eastern of the declared condominium, all of which have been constructed, excepting for the building containing garages numbered 2-3, 2-4, 2-7, and 2-8, and further containing thereon unconstructed garage buildings numbered 6, 7, 8, 9, 10, 11, 12, 13, 14 and 15, to be constructed in the future as situated and described therein.

2. ANNEXATION

Pursuant to the provisions of Article X, Section 2, of the original declarations, the developer does herewith deem and declare that the parcels of real estate described at greater length in Exhibit 2 attached hereto, consisting of lands upon which buildings 13, 14, and 15 have been constructed, as aforedescribed, and adjacent expanded common areas are situated, are declared to be annexed to Lake Park West and to be part and parcel of the same as though said premises had been originally declared to be a portion of the said condominium, including Units 1 through 8 inclusive in Building 13, Units 1 through 8 in Building 14, and Units 1 through 8 in Building 15.

3. PARKING PRIVILEGES-GARAGES

By reason of the fact that the provisions contained in Section 11, Article III, of the original declarations herein, entitled "parking rights" provided that any areas designated on the attached exhibits as space to be utilized for parking space for a particular individual unit, can be converted into a garage unit by means of the construction of a garage thereon

at the cost and expense of the unit owner therein, and said unit owner is granted the exclusive use, but not ownership thereof, to said garage constucted thereon.", and by reason of the fact that Exhibit 1 attached hereto contains a numerical sequential designation for garages presently constructed and to be constructed hereafter, it is hereby declared that the numerical designation for each of said garages as shown on the attached Exhibit 1 is provided solely for convenience of description and designation and are not necessarily intended to be descriptive of the same for purposes of causing ownership thereof to run with the title to individual units in individual buildings. As conveyances shall hereafter be executed and delivered and recorded for various units in the within condominium, if the purchaser of such unit shall be acquiring the exclusive use of a specified garage unit pursuant to the provisions of Article III, Section 11 of the original declarations, an appropriate reference thereto shall be included in the condominium deed of conveyance providing that the grantee therein has acquired, by means of such deed, the exclusive use of such numerically designated garage. The location for the construction of garages hereafter shall be exclusively reserved to the developer for designation, and the assignment and sale of exclusive use to said garages to future prospective purchasers of units herein shall be exercised solely and exclusively at the discretion of the developer with respect to initial purchasers.

IN WITNESS WHEREOF, the said Germantown Development Company, Inc., a Wisconsin corporation, has caused this document to be

executed by its President and Secretary this 21 day of August, 1972.

GERMANTOWN DEVELOPMENT COMPANY, INC.,
a Wisconsin corporation

By: _____
RUSSELL W. SPITZ, President

By: _____
RONALD R. GEHRMAN, Secretary

STATE OF WISCONSIN)
(SS.
COUNTY OF MILWAUKEE)

Personally came before me this 21 day of August, 1972 the above named RUSSELL W. SPITZ and RONALD R. GEHRMAN, to me known the be the President and Secretary respectively of GERMANTOWN DEVELOPMENT COMPANY, INC., a Wisconsin corporation, who executed the foregoing Amendment to declaration and acknowledged the same in behalf of the said corporation, and that they, as such officers, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

_____
IRVING D. GAINES, Notary Public
Milwaukee County, Wisconsin
My Commission is permanent.

This instrument was drafted by:
IRVING D. GAINES
Attorney at Law

CONSENT OF MORTGAGE HOLDER

The West Bend Savings and Loan Association, a Wisconsin corporation, with offices at West Bend, Wisconsin, and mortgagee named in certain mortgages heretofore executed by Germantown Development Company, Inc., a Wisconsin corporation, all appearing of record in the office of the Register of Deeds for Washington County, Wisconsin, hereby consents to the execution, recording and filing of the above and foregoing Amendment to declaration of conditions, covenants, restrictions and easements, regarding Lake Park West, and hereby submits its mortgages above referred to, to the provisions of the above and foregoing Amendment.

IN WITNESS WHEREOF, the said West Bend Savings and Loan Association has caused this instrument to be signed by its duly authorized officers on its behalf.

Dated and executed at West Bend, Wisconsin this 14 day of August, 1972.

WEST BEND SAVINGS AND LOAN ASSOCIATION

By: Richard A. Larson
RICHARD LARSON, President

Attested to by: Leonard L. Engelbrecht Asst. Sec.

STATE OF WISCONSIN)
(SS.
WASHINGTON COUNTY)

I, a Notary Public in and for said county and state, do hereby certify that RICHARD A. LARSON and Leonard L. Engelbrecht, President and Assistant Secretary, respectively, of the West

Bend Savings and Loan Association, a Wisconsin corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such president and Assistant Secretary appeared before me this day in person and acknowledged that they signed, sealed and delivered such instrument as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 23rd day of August, 1972.

Patricia M. Ostrander
Notary Public
~~Washington~~ Milwaukee County, Wisconsin
My Commission expires September 22, 1974

CONSENT OF MORTGAGE HOLDER

The Family Savings and Loan Association, a Wisconsin corporation, with offices at Milwaukee, Wisconsin, and mortgagee named in certain mortgages heretofore executed by Germantown Development Company, Inc., a Wisconsin corporation, all appearing of record in the office of the Register of Deeds for Washington County, Wisconsin, hereby consents to the execution, recording and filing of the above and foregoing Amendment to declaration of conditions, covenants, restrictions and easements, regarding Lake Park West, and hereby submits its mortgages above referred to, to the provisions of the above and foregoing Amendment.

IN WITNESS WHEREOF, the said Family Savings and Loan Association has caused this instrument to be signed by its duly authorized officers on its behalf.

Dated and executed at Milwaukee, Wisconsin this 22nd day of August, 1972.

FAMILY SAVINGS AND LOAN ASSOCIATION

By: Emil C. John, Jr.

Attested to by: M. G. Potratz, Sec.

STATE OF WISCONSIN)
(SS.
MILWAUKEE COUNTY)

I, a Notary Public in and for said county and state, do hereby certify that Emil C. John and M. G. Potratz, _____ and _____, respectively, of the

224062

VOL REC 525 PAGE 627

Family Savings and Loan Association, a Wisconsin corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary appeared before me this day in person and acknowledged that they signed, sealed and delivered such instrument as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 2nd day of August, 1972.

Yvonne Tuchowski
Notary Public
Milwaukee County, Wisconsin
My Commission expires 3/27/74

CONSENT OF MORTGAGE HOLDER

HILMER F. GEBHARD and AUDREY GEBHARD, his wife, of Germantown, Wisconsin, and mortgagees named in a certain mortgage heretofore executed by Germantown Development Company, Inc., dated and recorded July 18, 1972 in the office of the Register of Deeds for Washington County, Wisconsin in Volume 523 of Records at page 245, as Document No. 333717, hereby consent to the execution, recording and filing of the above and foregoing Amendment to declaration of conditions, covenants, restrictions and easements regarding Lake Park West, and hereby submit their mortgage above referred to to the provisions of the above and foregoing Amendment to declaration.

IN WITNESS WHEREOF, the said HILMER F. GEBHARD and AUDREY GEBHARD, his wife, have caused this instrument to be signed by them in their behalf.

Dated and executed at West Bend, Wisconsin this 23rd day of August, 1972.

Hilmer F. Gebhard (SEAL)
HILMER F. GEBHARD

Audrey Gebhard (SEAL)
AUDREY GEBHARD
agent. H.F.G.

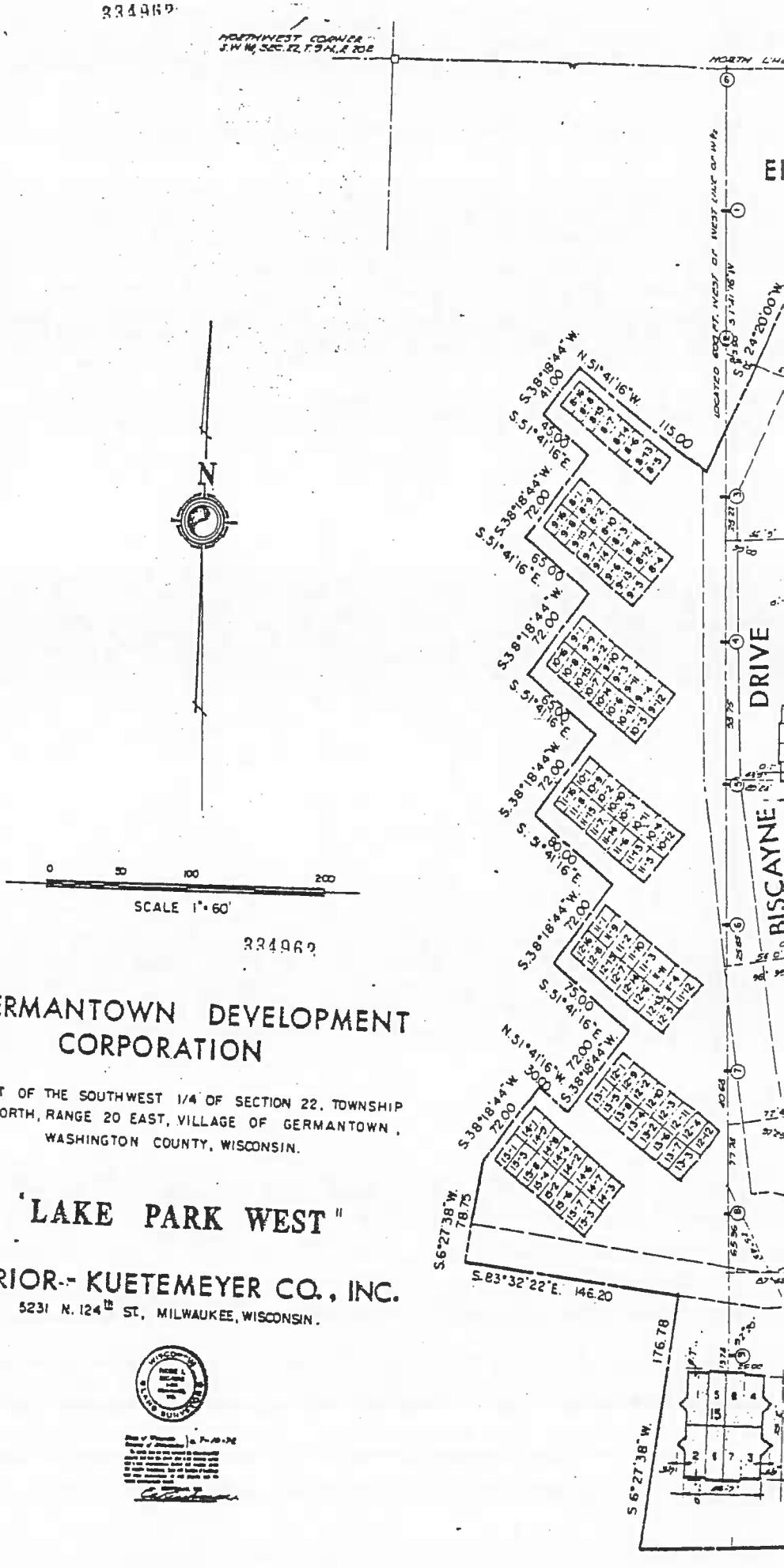
STATE OF WISCONSIN)
(SS.
WASHINGTON COUNTY)

Personally came before me this 23rd day of August, 1972 the above named HILMER F. GEBHARD and AUDREY GEBHARD, his wife,

to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Bernice M. Ostlander
Notary Public
~~Washington~~ Milwaukee County, Wisconsin
My Commission expires September 22, 1974

334962



334962

GERMANTOWN DEVELOPMENT CORPORATION

PART OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 9 NORTH, RANGE 20 EAST, VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN.

Vol. 525 Page 633

"LAKE PARK WEST"

SUPERIOR - KUETEMEYER CO., INC.
5231 N. 124th ST., MILWAUKEE, WISCONSIN.

LEGAL DESCRIPTIONS OF BUILDINGS 13, 14
LAKE PARK WEST

That part of the Northwest Quarter of the SOUTHWEST Quarter (NW 1/4 SW 1/4) of Section Twenty-two (22), Township Nine (9) North of Range Twenty (20) East, Village of Germantown, Washington County, Wisconsin, described as follows, viz:

Commencing at a point on the west one-quarter line of Section 22, said point being North 88 degrees 33 minutes 14 seconds East of and 1303.97 feet distant from the West one-quarter corner of the aforementioned section; thence South 01 degree 41 minutes 16 seconds East along the West one-eighth line, 1030.00 feet; thence South 88 degrees 18 minutes 44 seconds West, 466.00 feet to the place of beginning of this description; thence South 88 degrees 18 minutes 44 seconds West, 69.00 feet; thence North 12 degrees 14 minutes 17 seconds West, 305.20 feet; thence South 78 degrees 49 minutes 42 seconds East, 242.99 feet; thence South 02 degrees 15 minutes 00 seconds West, 112.00 feet; thence South 36 degrees 10 minutes 00 seconds West, 170.00 feet to the place of beginning.

Together with a right of way 30 feet in width for ingress and egress over Biscayne Drive and extending Northerly to Main Street. Said right of way to be adjacent to the westerly lot line of the above parcel.

LEGAL DESCRIPTION OF BUILDING 15
LAKE PARK WEST

That part of the Northwest Quarter of the SOUTHWEST Quarter (NW 1/4 SW 1/4) of Section Twenty-two (22), Township Nine (9) North of Range Twenty (20) East, Village of Germantown, Washington County, Wisconsin, described as follows, viz:

Commencing at a point on the west one-quarter line of Section 22, said point being North 88 degrees 33 minutes 14 seconds East of and 1303.97 feet distant from the West one-quarter corner of the aforementioned section; thence South 01 degree 41 minutes 16 seconds East along the West one-eighth line, 1030.00 feet; thence South 88 degrees 18 minutes 44 seconds West, 535.00 feet to the place of beginning of this description; thence South 88 degrees 14 minutes 44 seconds West, 135.00 feet; thence North 6 degrees 27 minutes 38 seconds East, 176.78 feet; thence North 88 degrees 18 minutes 44 seconds East, 77.34 feet; thence South 12 degrees 14 minutes 17 seconds East, 178.01 feet to the place of beginning.

Together with a right of way 30 feet in width for ingress and egress over Biscayne Drive and extending Northerly to Main Street. Said right of way to be adjacent to the westerly lot line of the above parcel.

EXHIBIT 2

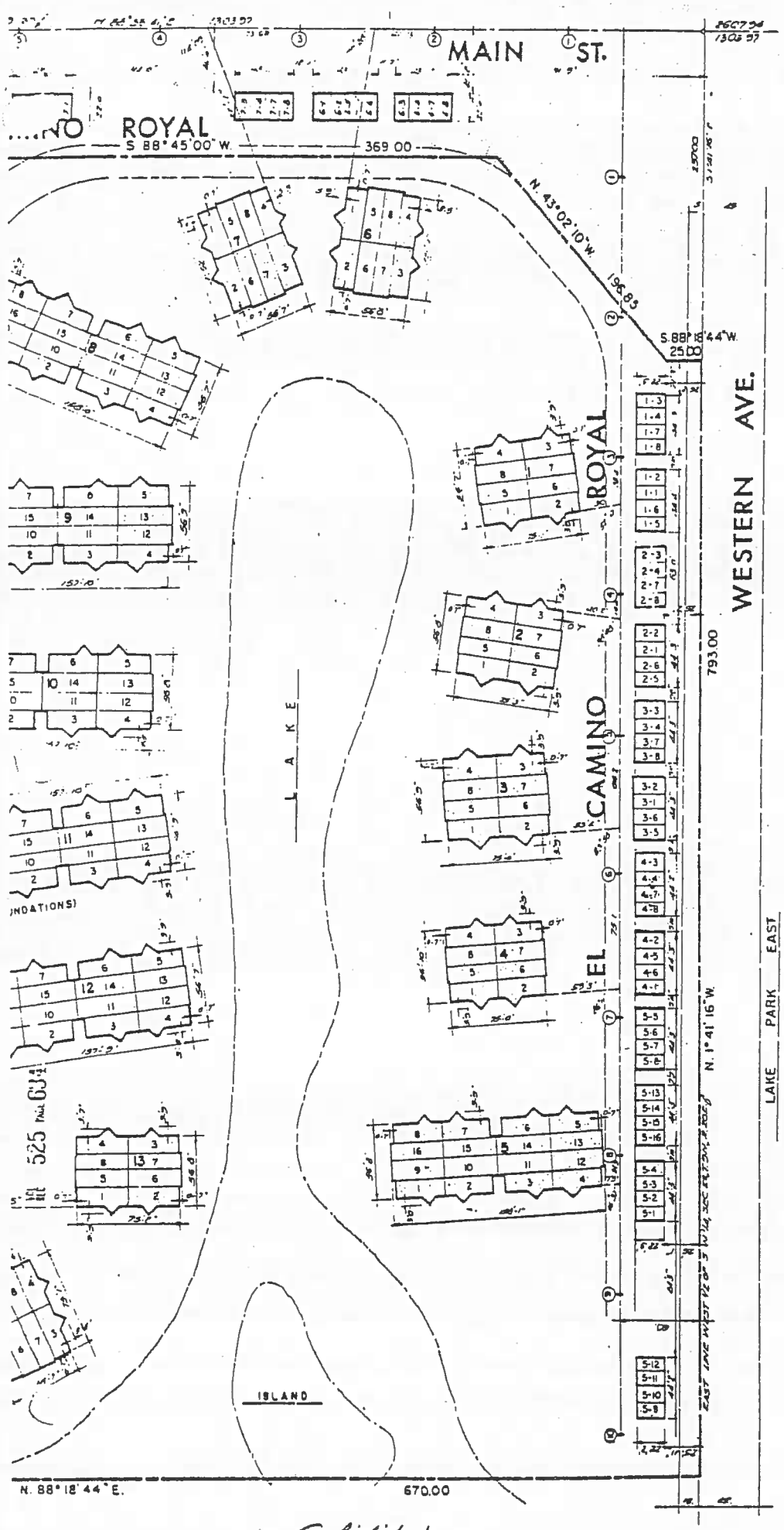

MAIN ST.
ROYAL
S 88°45'00" W.
369.00
N. 43°02'10" W.
196.85
S.88°18'44" W.
25.00
WESTERN AVE.
EL CAMINO ROYAL
LAKE
793.00
N. 1°41'16" W.
LAKE PARK EAST
ISLAND
N. 88°18'44" E.
670.00

Exhibit 1

347621

VOL REC 552 PAGE 437

AMENDMENT TO DECLARATION OF CONDITIONS COVENANTS, RESTRICTIONS AND EASEMENTS REGARDING LAKE PARK WEST

#2

RECORDED

OCT 11 1 25 PM '73

REGISTER OF DEEDS
OF WASHINGTON COUNTY, WIS.

347621 VOL REC 552 PAGE 438

TABLE OF CONTENTS

AMENDMENT TO DECLARATION OF CONDITIONS, COVENANTS, RESTRICTIONS AND EASEMENTS REGARDING LAKE PARK WEST

			PAGE
Section 1	-	ANNEXATION	2
Section 2	-	SITE PLAN OF DEVELOPMENT	2
		Execution	3
		Consent of Mortgage Holder, HILMER F. GEBHARD and AUDREY GEBHARD	4
		Consent of Mortgage Holder, ANDREW RINZEL and EVELYN RINZEL	6
		Consent of Mortgage Holder, MIDLAND NATIONAL BANK	8

EXHIBITS

1	-	Survey of Building 22
2	-	Survey of Building 23
3	-	Site Plan of Development

AMENDMENT TO DECLARATION OF CONDITIONS, COVENANTS, RESTRICTIONS AND EASEMENTS REGARDING LAKE PARK WEST

THIS AMENDMENT TO THE DECLARATION of Conditions, Covenants, Restrictions and Easements regarding LAKE PARK WEST, a Condominium, which original Declaration was dated and acknowledge November 17, 1971, and recorded by Declaration as such condominium in the office of the Register of Deeds for Washington County, Wisconsin, on November 22, 1971, as Document No. 326929, in Volume 508 of Records, Pages 527-578, inclusive, by Germantown Development Company, Inc., a Wisconsin corporation, hereinafter called a Developer,

WITNESSETH:

WHEREAS it was provided for in Article X, Section 2, of said original Declarations, that additional lands lying within the area described in Exhibit 12 of the original Declarations could be annexed by the Developer at any time within five (5) years after the date of the original Declarations, to the condominium aforedescribed, and

WHEREAS it was further provided for in Article XII, Section 3, of said original Declarations, that the Covenants and Restrictions of the Declarations may be amended during the first three (3) year period after original recording by an instrument of amendment signed solely by the Developer, and

WHEREAS the Developer desires to now annex additional lands referred to hereinafter to the original condominium pursuant to the provisions of Article X, Section 2, of said Declarations,

NOW, THEREFORE, the Developer does herewith place on record this Amendment to the said Declarations aforedescribed for the purposes of making additions, corrections, annexations and amendments as aforedescribed, and as set forth hereinafter at greater length:

1. ANNEXATION. Pursuant to the provisions of Article X, Section 2, of the original Declarations, the Developer does herewith deem and declare that the parcels of real estate described at greater length in Exhibits 1 and 2 attached hereto, consisting of the legal descriptions and certified survey drawings of Building 22 and 23, containing units therein as set forth in the schedule which follows, and which parcels of property are fully and complete described with respect to legal descriptions as shown on each of said Exhibits 1 and 2, are declared to be annexed to LAKE PARK WEST and to be part and parcel of the same as though said premises had originally been declared to be a portion of the said condominium, and all lands not covered by any buildings presently existing upon the same or to be hereinafter constructed upon the same shall be deemed to be expanded common areas as defined in the original Condominium Declarations:

BUILDING NO.	UNIT NUMBERS
22	Units 1 through 16 inclusive
23	Units 1 through 16 inclusive

2. SITE PLAN OF DEVELOPMENT. Exhibit No. 3 attached hereto is a site plan of development showing the locations of the

aforedescribed Buildings 22 and 23 in relation to all previously declared condominium lands in LAKE PARK WEST, Buildings 1 through 21 inclusive.

IN WITNESS WHEREOF, the said GERMANTOWN DEVELOPMENT COMPANY, INC., a Wisconsin corporation, has caused this document to be executed by its Vice-President this 25th day of September, 1973.

GERMANTOWN DEVELOPMENT COMPANY, INC.,
a Wisconsin corporation,

BY: _____
IRVING D. GAINES, Vice-President

STATE OF WISCONSIN)
(SS.
MILWAUKEE COUNTY)

Personally came before me this 25th day of September, 1973, the above named IRVING D. GAINES, to me known to be the Vice-President of GERMANTOWN DEVELOPMENT COMPANY, INC., a Wisconsin corporation, who executed the foregoing Amendment to Declarations and acknowledged the same in behalf of the said Corporation, and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

_____
THEODORE B. HERTEL, JR., Notary Public
Milwaukee County, Wisconsin
My commission is permanent.

This instrument was drafted by:

IRVING D. GAINES
Attorney at Law

CONSENT OF MORTGAGE HOLDER

HILMER F. GEBHARD and AUDREY GEBHARD, his wife, of Germantown, Wisconsin, and mortgagees named in a certain mortgage heretofore executed by GERMANTOWN DEVELOPMENT COMPANY, INC., dated and recorded July 18, 1972, in the office of the Register of Deeds for Washington County, Wisconsin, in Volume 523 of Records at Page 245, as Document No. 333717, hereby consent to the executio recording and filing of the above and foregoing Amendment to the Declaration of Conditions, Covenants, Restrictions and Easements regarding LAKE PARK WEST, and hereby submit their mortgage above referred to to the provisions of the above and foregoing Amendment to Declaration.

IN WITNESS WHEREOF, the said HILMER F. GEBHARD and AUDREY GEBHARD, his wife, have caused this instrument to be signed by them in their behalf.

Dated and executed at West Bend, Wisconsin, this 5 day of ~~September~~ October, 1973.

Hilmer F. Gebhard (SEAL)
HILMER F. GEBHARD

Audrey Gebhard (SEAL)
AUDREY GEBHARD

347621

STATE OF WISCONSIN)
(SS.
WASHINGTON COUNTY)

Personally came before me, this 5 day of ~~September~~ October, 1973, the above named HILMER F. GEBHARD and AUDREY GEBHARD, his wife, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public
Washington County, Wisconsin
My commission ~~expires~~ is permane

CONSENT OF MORTGAGE HOLDER

ANDREW RINZEL and EVELYN RINZEL, his wife, of Germantown, Wisconsin, and mortgagees named in a certain mortgage executed by GERMANTOWN DEVELOPMENT COMPANY, INC., a Wisconsin corporation, dated December 11, 1970, and recorded in the office of the Register of Deeds at Washington County, Wisconsin, on the 14th day of December, 1970, in Volume 491 of Records, at Page 268, as Document No. 318911, hereby consent to the execution, recording and filing of the above and foregoing Amendment to Declaration of Conditions, Covenants, Restrictions and Easements regarding LAKE PARK WEST, and hereby submit their mortgage above referred to, to the provisio of the above and foregoing Amendment to Declarations.

IN WITNESS WHEREOF, the said ANDREW RINZEL and EVELYN RINZEL, ~~his~~ wife, have caused this instrument to be signed by them in their behalf.

Dated and executed at Germantown, Wisconsin, this 2nd day of ~~September~~ October, 1973.

Andrew Rinzel (SEAL)
ANDREW RINZEL

Evelyn Rinzel (SEAL)
EVELYN RINZEL

STATE OF WISCONSIN)
(SS.
WASHINGTON COUNTY)

Personally came before me this 2nd day of ~~September~~ October, 1973, the above named ANDREW RINZEL and EVELYN RINZEL, his wife, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Bernice M. Ostrander
Notary Public
Milwaukee County, Wisconsin
My commission expires [illegible] 197[illegible]

CONSENT OF MORTGAGE HOLDER

The MIDLAND NATIONAL BANK, a national banking corporation, with offices at Milwaukee, Wisconsin, and mortgagee in certain mortgages heretofore executed by GERMANTOWN DEVELOPMENT COMPANY, INC., a Wisconsin corporation, all appearing of record in the office of the Register of Deeds for Washington County, Wisconsin, and affecting some or all of the lands described in Exhibits 1 through 3, inclusive, attached hereto, hereby consents to the execution, recording and filing of the above and foregoing Amendmen to Declarations of Conditions, Covenants, Restrictions and Easement regarding LAKE PARK WEST, and hereby submits its mortgages above referred to, to the provisions of the above and foregoing Amendment

IN WITNESS WHEREOF, the said MIDLAND NATIONAL BANK has caused this instrument to be signed by its duly authorized officer on its behalf.

Dated and executed at Milwaukee, Wisconsin, this 10 day of ~~September~~ October, 1973.

MIDLAND NATIONAL BANK

BY: Donald L. Schuler

Attested to:

BY: Roger A. Kramer (SEAL)

STATE OF WISCONSIN)
(SS.
MILWAUKEE COUNTY)

I, a notary public in and for said county and state, do hereby certify that DONALD L. SCHUELKE and ROGER A. KRAUSE, respectively holding the positions of Assistant Vice-President and Loan Officer of the MIDLAND NATIONAL BANK, a national banking corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, as such officers, to-wit: Assistant Vice-President and Loan Officer appeared before me this day in person and acknowledged that they signed, sealed and delivered such instrument as the free and voluntary act of said corporation for the uses and purposes therein set forth,

Given under my hand and notarial seal this 10th day of ~~September~~ October, 1973.

Notary Public
Milwaukee County, Wisconsin
My commission is permanent.

SURVEY NO. _____ E. KIRCHMAN, INC.

REGISTERED LAND SURVEYORS

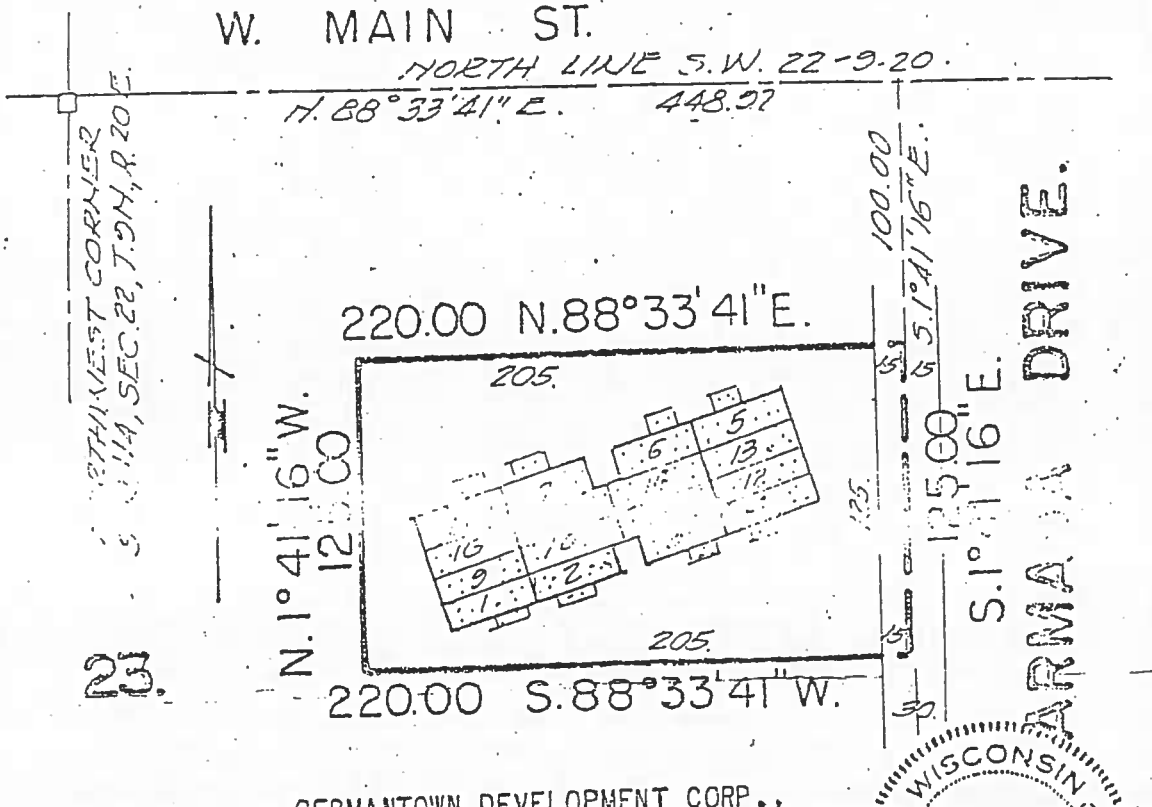
TELEPHONE 466-1148 MILWAUKEE WISCONSIN

SURVEY

Description

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 9 NORTH, RANGE 20 EAST, VILLAGE OF GERMANTOWN, WASHINGTON CO., WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS, TO-WIT:

COMMENCING AT THE NORTHWEST CORNER OF THE SAID 1/4 SECTION; THENCE N. 88°33' 41" E., ALONG THE NORTH LINE OF THE SAID 1/4 SECTION, 448.97 FEET TO A POINT; THENCE S. 1°41' 16" E., 100.00 FEET TO THE PLACE OF BEGINNING OF THE LAND TO BE DESCRIBED; THENCE S. 1°41' 16 " E., 125.00 FEET TO A POINT; THENCE S. 88°33' 41" W., 220.00 FEET TO A POINT; THENCE N. 1°41' 16" W., 125.00 FEET TO A POINT; THENCE N. 88°33' 41" E., 220.00 FEET TO THE PLACE OF BEGINNING.



GERMANTOWN DEVELOPMENT CORP., Owner

Survey Made for

State of Wisconsin } S. S.
County of Milwaukee }

We hereby certify that we have made the above Survey

Dated this 10TH day of SEPTEMBER, 19 73

House No. _____

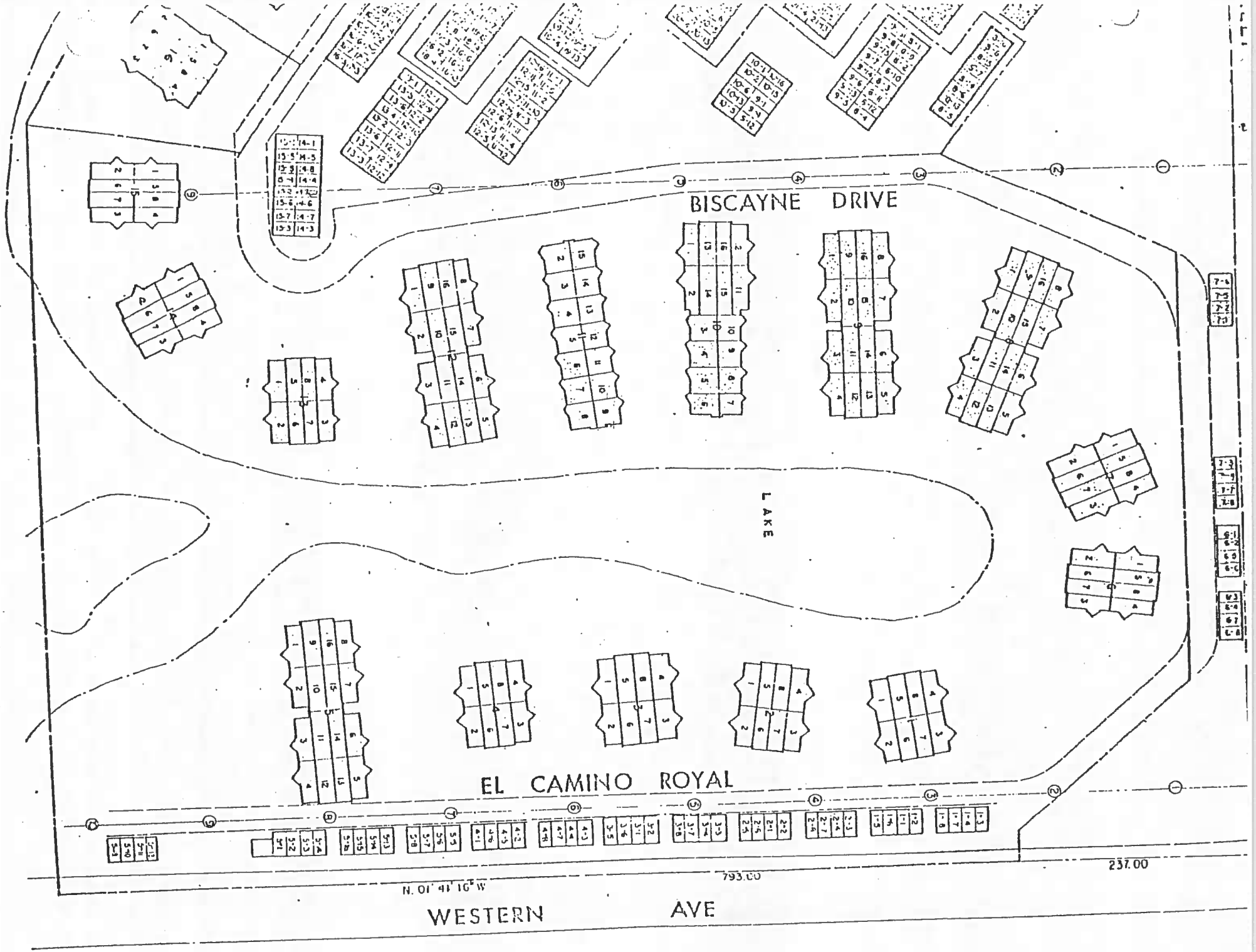
Scale 1":60'

EXHIBIT 2

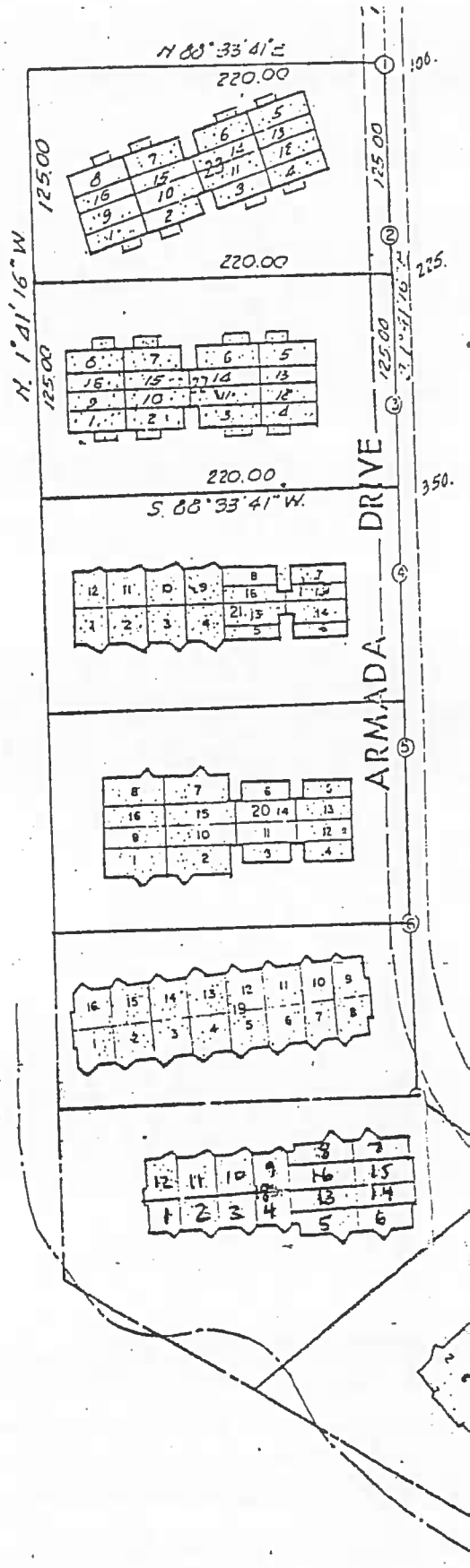
E. KIRCHMAN, INC.

By _____

WISCONSIN EUGENE A. KIRCHMAN 1073 MILWAUKEE, WIS.


BISCAYNE DRIVE
LAKE
EL CAMINO ROYAL
WESTERN AVE
N. 01° 41' 16" W
793.00
237.00





NORTH SEGMENT
LAKE PARK WEST

GERMANTOWN DEVELOPMENT CORPORATION

PART OF THE S.W. 1/4 ..SEC. 22, T. 9 N., R. 20 E. IN THE VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN.

Exhibit 3

SURVEY No. _____

E. KIRCHMAN, INC.

REGISTERED LAND SURVEYORS

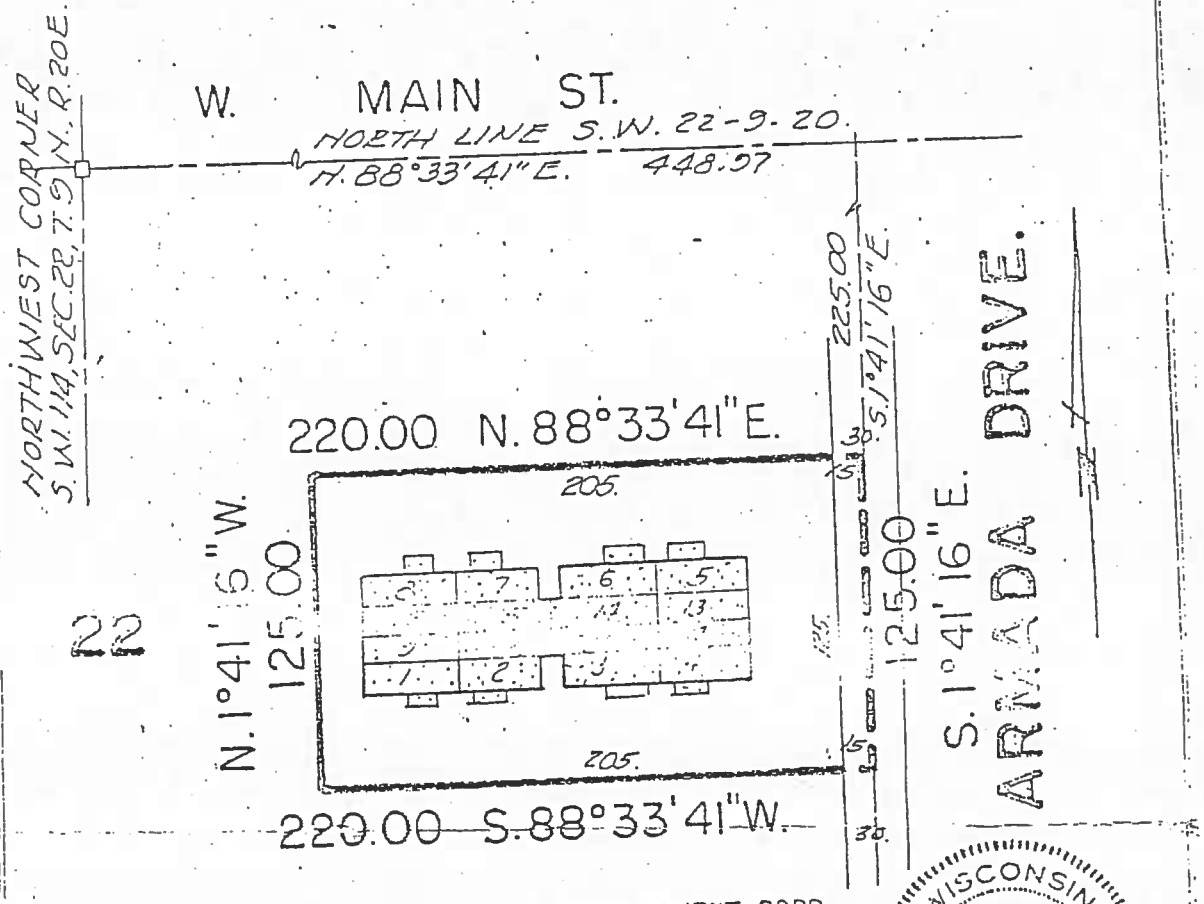
MILWAUKEE WISCONSIN

TELEPHONE 466-1148

SURVEY

Description

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 9 NORTH, RANGE 20 EAST, VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING AT THE NORTHWEST CORNER OF THE SAID 1/4 SECTION; THENCE N. 88° 33' 41" E., ALONG THE NORTH LINE OF THE SAID 1/4 SECTION, 448.97 FEET TO A POINT; THENCE S. 1° 41' 16" E., 225.00 FEET TO THE PLACE OF BEGINNING OF THE LAND TO BE DESCRIBED; THENCE S. 1° 41' 16" E., 125.00 FEET TO A POINT; THENCE S. 88° 33' 41" W., 220.00 FEET TO A POINT; THENCE N. 1° 41' 16" W., 125.00 FEET TO A POINT; THENCE N. 88° 33' 41" E., 220.00 FEET TO THE PLACE OF BEGINNING.



Survey Made for ...

State of Wisconsin } S. S.
County of Milwaukee }

We hereby certify that we have made the above Survey.

House No: _____

Dated this 10TH day of SEPTEMBER 1973

Scale 1" : 60'

E. KIRCHMAN, INC.

By _____

WISCONSIN EUGENE A. KIRCHMAN MILWAUKEE 773 Surveyor

EXHIBIT 1

AMENDMENT TO DECLARATION OF
CONDITIONS, COVENANTS, RESTRICTIONS
AND EASEMENTS REGARDING
LAKE PARK WEST

MAR 1 | 21 PM '74

RECORDED

AMENDMENT TO DECLARATION OF
CONDITIONS, COVENANTS, RESTRICTIONS
AND EASEMENTS REGARDING
LAKE PARK WEST

THIS AMENDMENT TO THE DECLARATION of conditions, covenants, restrictions and easements regarding Lake Park West, a condominium, which original Declaration was dated and acknowledged November 17, 1971, and recorded by Declaration as such condominium in the office of the Register of Deeds for Washington County, Wisconsin, on November 22, 1971, as Document No. 326929 in Volume 508 of Records, pages 527-578, inclusive, by Germantown Development Company, Inc., a Wisconsin corporation, hereinafter called the Developer,

WITNESSETH:

WHEREAS it is deemed by the Developer to be in the best interests of the development to establish certain conditions of record relating to the erection of signs in and about the subject premises, as well as to establish certain regulations concerning the transfer of membership in "The Lake Park West Home Owners Association, Inc.,

NOW, THEREFORE, the Developer does herewith place on record this Amendment to the said Declarations aforedescribed for the purposes of making certain additions and amendments as set forth hereinafter:

1. SIGNS

No Unit Owner shall be permitted to erect any sign for any purpose whatsoever upon the premises or upon his own unit other than a "For Sale" or "For Lease" upon his own individual Unit, onl upon the condition that his Unit is being offered for sale or leas

by the Owner only, and not through the aid or use of any real estate broker or any other type of agent. No signs shall be erected anywhere upon the premises or upon any units or upon any common areas by any real estate brokers or other types of agents other than the broker utilized by the Developer for the promotion and sale of units being constructed by the Developer. No flags or other type of devices to promote open houses or inspections for the sale of said units shall be permitted to be erected upon any common area, other than such materials as may be utilized by the broker or agent employed by the Developer for the sale of newly constructed units. These restrictions concerning the erection of signs or other types of advertising materials concerning the sale of units are not intended to restrict the Developer or his real estate agent or broker employed for the purposes of selling newly constructed units as part of the initial construction hereof.

2. TRANSFER FEE ON RESALE

Every Unit Owner, at such time that they shall resell their individual Unit or Units and shall seek the issuance from The Lake Park West Home Owners Association, Inc. of a letter report as to the status of their individual account as to whether or not all assessments levied against their respective Units have been paid to date, shall be required to pay to The Lake Park West Home Owners Association, Inc. a transfer fee in the amount of TWENTY-FIVE and no/100 ($25.00) DOLLARS, which shall reimburse the Association for the issuance of such letter report and for the reissuance of a Certificate of Membership in the Association to a new purchaser.

This transfer fee of TWENTY-FIVE and no/100 ($25.00) DOLLARS shall be a lien upon the Unit involved, all as heretofore established in Article VI, and in the event the same shall be unpaid, all remedies provided therein to enforce payment of assessments shall be applicable to the provisions herein.

IN WITNESS WHEREOF, the said Germantown Development Company, Inc., a Wisconsin corporation, has caused this document to be executed by its President and Secretary this 23rd day of February, 1974.

GERMANTOWN DEVELOPMENT COMPANY, INC.
a Wisconsin corporation

By: _____
RUSSELL W. SPITZ, President

By: Ronald R. Gehrman
RONALD R. GEHRMAN, Secretary

STATE OF WISCONSIN)
) SS.
COUNTY OF MILWAUKEE)

Personally came before me this 23rd day of February, 1974, the above named RUSSELL W. SPITZ and RONALD R. GEHRMAN, to me known to be the President and Secretary respectively of GERMANTOWN DEVELOPMENT COMPANY, INC., a Wisconsin corporation, who executed the foregoing Amendment to Declaration and acknowledged the same in behalf of the said corporation, and that they, as such officers, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

Bernice Ostrander
BERNICE OSTRANDER, Notary Public
Milwaukee County, Wisconsin
My Commission expires 11-22-1974

This Instrument Drafted by:
IRVING D. GAINES
Attorney at Law

380010

VOL 625 PAGE 333

757 N Broadway
Milw 53202

RELEASE AND ASSIGNMENT

This Release and Assignment is executed by Lake Park Developers, Inc., formerly known as Germantown Development Co., (the "Developer") this 12th day of October, 1976.

WHEREAS, an original Condominium Declaration regarding the development known as Lake Park West was dated and acknowledged November 17, 1971 and recorded on November 23, 1971 in the office of the Register of Deeds of Washington County, Wisconsin in Volume 508 of Records, pages 527 to 578 inclusive, as Document No. 326929; and

WHEREAS, said original Condominium Declaration included the following provision in Article III, Section 11 with respect to the construction of garage units:

> "PARKING RIGHTS. Every Owner shall be entitled to the exclusive right and use of at least two parking spaces which shall be assigned by the Association. Any areas designated on the attached Exhibits as space to be utilized for parking purposes for a particular individual Unit, can be converted into a garage Unit by means of the construction of a garage thereon at the cost and expense of the Unit Owner therein, and said Unit Owner is granted the exclusive use, but not ownership thereof, to said garage constructed thereon. Maintenance thereof, with respect to said garage shall be the responsibility of the Association".

and

WHEREAS, the original Condominium Declaration was amended on August 23, 1972 by an Amendment to Declaration

RECORDED
DEC 29 8 15 AM '76
REGISTER OF DEEDS
WASHINGTON COUNTY, WIS.

record in said Register's Office in Volume 525 of Records on pages 618 to 635 inclusive as Document No. 334962; and

WHEREAS, said amendment recorded on August 23, 1972 provided a numerical sequential designation for garages presently constructed and to be constructed and, in addition, contained the following provision:

> "As conveyances shall hereafter be executed and delivered and recorded for various units in the within condominium, if the purchaser of such unit shall be acquiring the exclusive use of a specified garage pursuant to the provisions of Article III, Section 11, of the original declarations, an appropriate reference thereto shall be included in the condominium deed of conveyance providing that the grantee therein has acquired, by means of such deed, the exclusive use of such numerically designated garage. The location for the construction of garages hereafter shall be exclusively reserved to the developer for designation, and the assignment and sale of exclusive use of said garages to future prospective purchasers of units herein shall be exercised solely and exclusively at the discretion of the developer with respect to initial purchasers."

and

WHEREAS, a further Amendment to Declaration was recorded in said Register's Office on August 22, 1973, in Volume 549 of Records on pages 356 to 376 inclusive, as Document No. 346140, modifying and amending the numerical sequential designation of garages; and

WHEREAS, the Developer has abandoned the project known as Lake Park West and has indicated no intention of re-entering or assuming any possession or control with respect thereto.

NOW, THEREFORE, for good and valuable consideration, the Developer hereby releases and assigns its rights with respect to the future designation, assignment and sale of exclusive use of garage units located at Lake Park West as follows:

1. The Developer hereby releases and assigns to Lake Park West Homeowner's Association, Inc. any and all right it may have to designate, control, assign or sell the exclusive use of garage units located within Lake Park West, with the intent that any owner to whom parking spaces are assigned by the Association under Article III, Section 11 of the original Condominium Declaration may convert any such areas into a garage unit by means of the construction of a garage thereon at the cost and expense of the Unit Owner, and subject to approval of the Association as to construction plans, construction materials and maintenance requirements as to such garage units.

2. As set forth in the original Condomimium Declaration a Unit Owner shall be entitled to the exclusive use but not the ownership of said garage unit, with the full right to convey such exclusive use to subsequent Unit Owners.

3. The Developer hereby assigns to the Lake Park West Homeowner's Association, Inc. (the "Association") all rights reserved by the Developer under the Amendment dated August 23, 1972 including the right to convey the exclusive use of a specified garage to any Unit Owner together with all rights reserved by the Developer to determine the location for the construction

of garages hereafter, as well as the assignment and sale of the initial exclusive use of said garages to present and future Unit Owners.

IN WITNESS WHEREOF the said Lake Park Developers, Inc., a Wisconsin corporation, has caused this document to be executed by its President and Secretary this 12th day of ~~July~~ October, 1976.

LAKE PARK DEVELOPERS, INC.
a Wisconsin corporation

By _____
Russell W. Spitz, President

By _____
Ronald Gehrman, Secretary

Signatures of Russell W. Spitz and Ronald Gehrman authenticated this 12th day of ~~July~~ October, 1976.

_____
Title: Member State Bar of Wisconsin

This instrument was drafted by
Robert J. Loots, Attorney-at-Law.

Misc 532

ASSIGNMENT OF ANNEXATION RIGHTS TO BUILDING 33W

Lake Park Developers, Inc., a Wisconsin Corporation, formerly known as Germantown Development Co., Inc., as the developer specified in the Declaration of Conditions, Covenants, Restrictions and Easement, including Lake Park West, a condominium, dated and acknowledged November 17, 1971, and recorded in the office of Registrar of Deeds for Washington County, Wisconsin, November 22, 1971, as Document Number 326929 in Volume 508 of Records, pages 527-578, inclusive, herewith assigns, for valuable consideration, the right of annexation described in Article X, Section 2 of the original declarations, solely with respect to the land described in the attached Exhibit A, to Family Savings and Loan Association, a Wisconsin Corporation.

IN WITNESS WHEREOF, Lake Park Developers, Inc., a Wisconsin Corporation, has caused this document to be signed and executed by its President this 12th day of November, 1976.

Lake Park Developers, Inc.
a Wisconsin Corporation

BY: _____
Russell W. Spitz, President

STATE OF WISCONSIN S.S.

MILWAUKEE COUNTY

Personally came before me this 12th day of November, 1976, the above named Russell W. Spitz, to me known to be the President of Lake Park Developers, Inc., a Wisconsin Corporation, who executed the foregoing assignment and acknowledged the same in behalf of the said Corporation, and that he, as such officer, being duly authorized so to do, executed the foregoing instrument for the purposes contained therein.

_____
Theodore B. Hertel, Jr., Notary Public
Milwaukee County, Wisconsin
My commission is permanent.

NOTARY PUBLIC THEODORE B. HERTEL, JR. STATE OF WISCONSIN

This instrument was drafted by:

Theodore B. Hertel, Jr.
Attorney at Law.

RECORDED
Nov 15 11 52 AM '76
REGISTER OF DEEDS
WASHINGTON COUNTY, WIS.

SURVEY No._____ PLAT No._____

E. KIRCHMAN, INC.

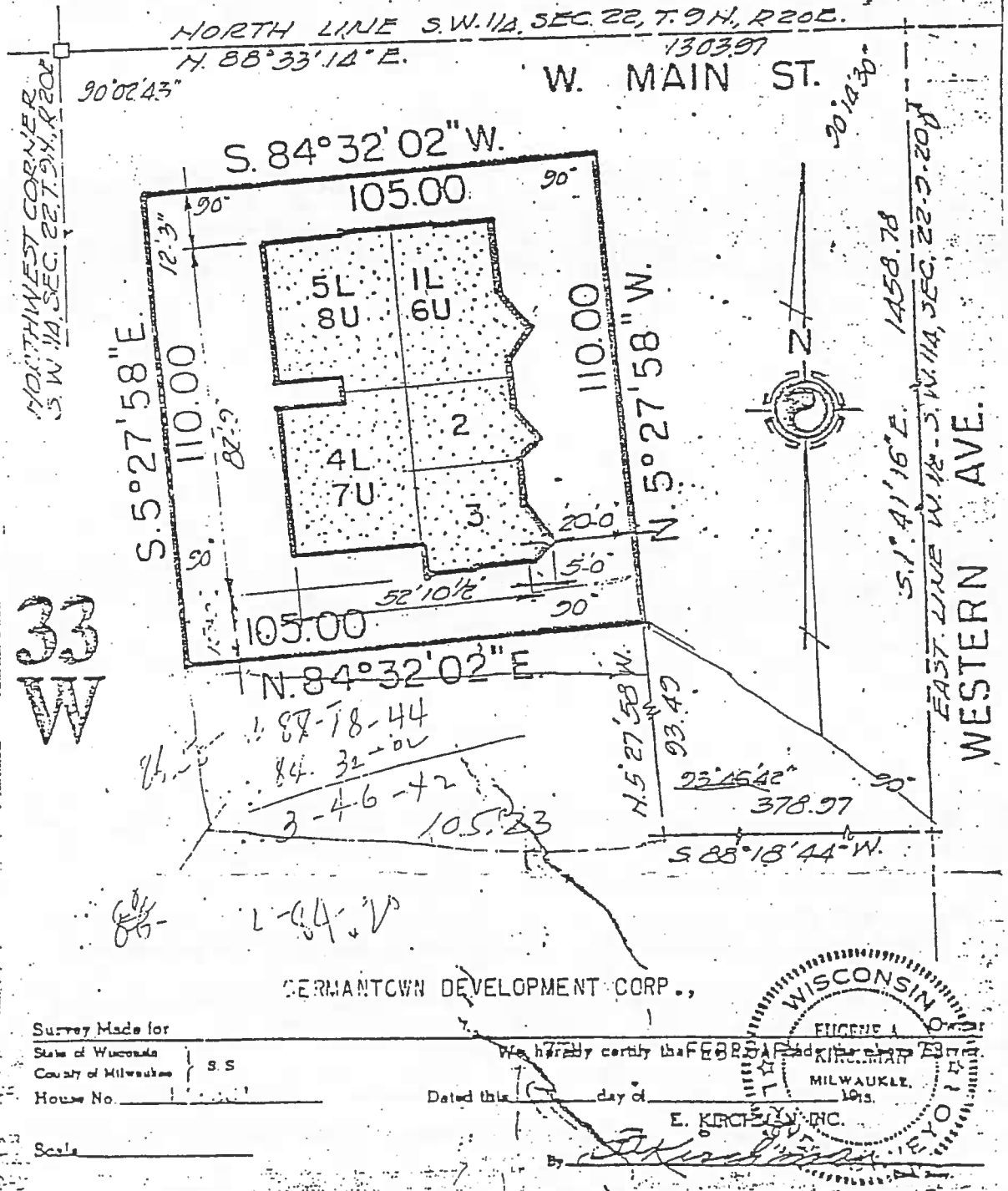
REGISTERED LAND SURVEYORS

MILWAUKEE WISCONSIN

TELEPHONE
466-1148

SURVEY

THAT PART OF THE S.W. 1/4 OF SEC. 22, T. 9 N., R.20 E., GERMANTOWN, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE SAID 1/4 SECTION; THENCE N. 88° 33' 14" E. ALONG THE NORTH LINE OF THE 1/4 SECTION, 1303.97 FEET; THENCE S. 1° 41' 16" E., 1458.78 FEET; THENCE S. 88° 18' 44" W., 378.97 FEET; THENCE N. 5° 27' 58" W., 93.49 FEET TO THE PLACE OF BEGINNING OF THE LAND TO BE DESCRIBED; THENCE N. 5° 27' 58" W., 110.00 FEET; THENCE S. 84° 32' 02" W., 105.00 FEET; THENCE S. 5° 27' 58" E., 110.00 FEET; THENCE N. 84° 32' 02" E., 105.00 FEET TO THE PLACE OF BEGINNING.


NORTH LINE S.W. 1/4, SEC. 22, T. 9 N., R 20 E.
N. 88° 33' 14" E.
1303.97
90° 02' 43"
W. MAIN ST.
NORTHWEST CORNER S.W. 1/4, SEC. 22, T. 9 N., R 20 E.
S. 84° 32' 02" W.
105.00
90°
12'3"
5L 8U
1L 6U
2
4L 7U
3
20'-0"
5'-0"
52' 10½"
S. 5° 27' 58" E.
110.00
N. 5° 27' 58" W.
110.00
82'-9"
105.00
N. 84° 32' 02" E.
S. 1° 41' 16" E.
1458.78
EAST LINE W 1/4 - S.W. 1/4, SEC. 22 - 20 - E
WESTERN AVE.
N. 5° 27' 58" W.
93.49
23° 45' 42"
378.97
S. 88° 18' 44" W.
105.33
90°
90°
90°

AMENDMENT TO DECLARATION OF CONDITIONS, COVENANTS, RESTRICTIONS AND EASEMENTS REGARDING LAKE PARK WEST

380679

AMENDMENT TO DECLARATION OF
CONDITIONS, COVENANTS, RESTRICTIONS
AND EASEMENTS REGARDING
LAKE PARK WEST

THIS AMENDMENT TO THE DECLARATION of conditions, covenants, restrictions and easements regarding Lake Park West, a condominium which original declaration was dated and acknowledged November 17, 1971, and recorded by declaration as such condominium in the office of the Register of Deeds for Washington County, Wisconsin, on November 22, 1971 as Document No. 326929 in Volume 508 of Records, pages 527-578, inclusive, by Family Savings & Loan Association, a Wisconsin corporation, and Assignee of the right of annexation, which right was assigned by Lake Park Developers, Inc., a Wisconsin corporation, formerly known as Germantown Development Co., Inc., the initial developer of Lake Park West, by an assignment dated and acknowledged November 12, 1971,

WITNESSETH:

WHEREAS it was described in Article X, Section 2 of said original declarations, that additional lands within the area described in Exhibit 12 of the original declarations could be annexed by the developer at any time within five (5) years after the date of the

Nov 15 11 53 AM '76

RECORDED

original declarations to the condominium aforedescribed, such developer being Germantown Development Company, Inc., a Wisconsin corporation, its successors and assigns,

NOW, THEREFORE, Family Savings & Loan Association, the Assignee of the developer, does herewith place on record this Amendment to the said declarations aforedescribed for the purposes of making additions, corrections and amendments as aforedescribed and as set forth hereinafter at greater length:

ANNEXATION

Pursuant to the provisions of Article X, Section 2, of the original declarations, Family Savings & Loan Association, the Assignee of the developer, does herewith deem and declare that the parcel of real estate described at greater length in Exhibit 1 attached hereto, consisting of land upon which Building 33W has been constructed, and adjacent expanded common areas are situated, is declared to be annexed to Lake Park West and to be part and parcel of the same as though said premises had been originally declared to be a portion of the said condominium, including Units 1 through 8 inclusive in Building 33W.

IN WITNESS WHEREOF, the said Family Savings & Loan Association, a Wisconsin corporation, has caused this document to be executed by its President and ASSISTANT Secretary this 15TH day of November, 1976.

FAMILY SAVINGS & LOAN ASSOCIATION,
a Wisconsin corporation

BY: _____
M. G. POTRATZ, President

BY: Yvonne Kuchnowski
Yvonne Kuchnowski, Asst. Secretary

STATE OF WISCONSIN)
WAUKESHA) ss.
~~MILWAUKEE~~ COUNTY)

Personally came before me this 15th day of November, 1976, the above named M. G. POTRATZ and YVONNE ASSISTANT KUCHNOWSKI, to me known to be the President and Secretary respectively of FAMILY SAVINGS & LOAN ASSOCIATION a Wisconsin corporation, who executed the foregoing Amendment to Declaration and acknowledged the same in behalf of the said corporation, and that they, as such officers, being authorized so to do, executed the foregoing instrument for the purposes contained therein.

_____
THEODORE B. HERTEL, JR. MILWAUKEE
Notary Public, ~~Waukesha~~ County, Wiscon

My commission is permanent.

This instrument
was drafted by:

THEODORE B. HERTEL, JR.
Attorney at Law

RETURN TO:
GAINES & SAICHEK, S.C.
161 W. WISCONSIN AVENUE
MILWAUKEE, WIS. 53203

SURVEY No._____ **E. KIRCHMAN, INC.** PLAT No._____

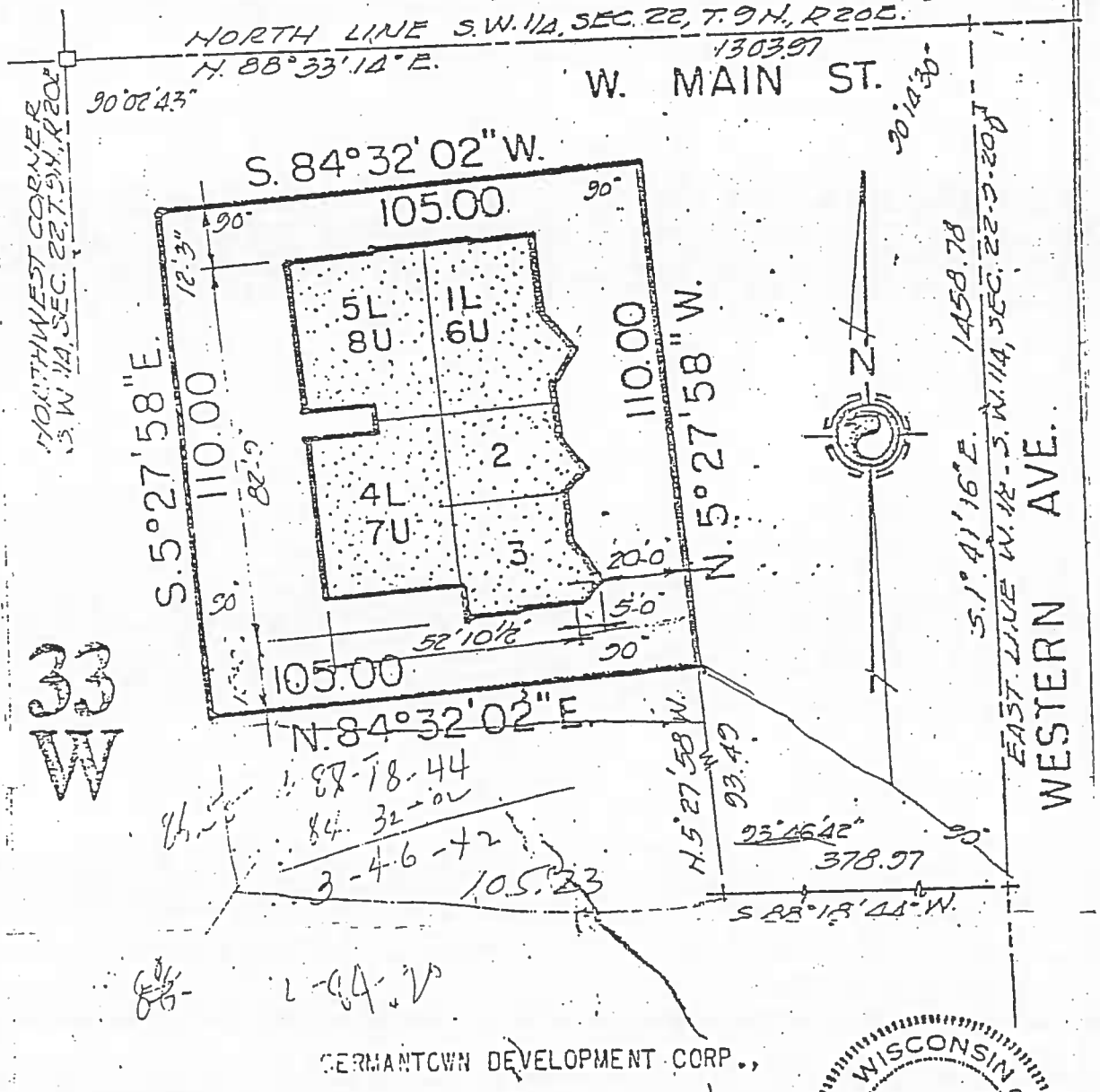
REGISTERED LAND SURVEYORS

MILWAUKEE WISCONSIN

TELEPHONE 466-1148

SURVEY

THAT PART OF THE S.W.1/4 OF SEC. 22, T. 9 N., R.20 E., GERMANTOWN, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE SAID 1/4 SECTION; THENCE N. 88°33' 14" E. ALONG THE NORTH LINE OF THE 1/4 SECTION, 1303.97 FEET; THENCE S. 1°41' 16" E., 1458.78 FEET; THENCE S. 88°18' 44" W., 378.97 FEET; THENCE N. 5°27' 58" W., 93.49 FEET TO THE PLACE OF BEGINNING OF THE LAND TO BE DESCRIBED; THENCE N. 5°27' 58" W., 110.00 FEET; THENCE S. 84°32' 02" W., 105.00 FEET; THENCE S. 5°27' 58" E., 110.00 FEET; THENCE N. 84°32' 02"E., 105.00 FEET TO THE PLACE OF BEGINNING.



GERMANTOWN DEVELOPMENT CORP.,

Survey Made for _____

State of Wisconsin } S S
County of Milwaukee }

House No._____

Scale_____

We hereby certify that the above Survey was made by the above Surveyor.

Dated this 17th day of FEBRUARY 1913.

E. KIRCHMAN, INC.

By [signature]

WISCONSIN EUGENE A. KIRCHMAN MILWAUKEE, WISCONSIN