SECTION A

Hidden Creek Condominiums of Mequon

DECLARATION

678946

VOL 1323 PAGE 421

RECORDED

2001 JUN -4 PM 3:45

REGISTER OF DEEDS
OZAUKEE COUNTY, WI

Document Number	Document Title
	CONDOMINIUM DECLARATION FOR HIDDEN CREEK CONDOMINIUM OF MEQUON

Recording Area

Name and Return Address

Mr. Paul Apfelbach
Hidden Creek Development, Inc.
1001 West Glen Oaks Lane, Suite 104B
Mequon, WI 53092 $10

14-027-11-013.00 *
14-027-11-014.00 *

Parcel Identification Number (PIN)

A 1

TABLE OF CONTENTS

CONDOMINIUM DECLARATION

FOR

HIDDEN CREEK CONDOMINIUM OF MEQUON
MEQUON, WISCONSIN

1. Statement of Declaration. 7

2. Definitions. 7

3. Name, Location, Property Description, Plat and Plans. 10
3.1 Name. 10
3.2 Address. 10
3.3 Property Description 10

4. Units and Boundaries. 10
4.1 Unit Identification. 10
4.2 Boundaries of Units 10
4.3 Unit Ownership Formula. 11

5. Common Elements. 11

6. Undivided Percentage Interest in Common Elements. 11

7. Limited Common Elements. 12
7.1 Description. 12
7.2 Use. 12

8. Partition of Common Elements Prohibited. 12

9. Conveyance to Include Interest in Common Elements. 12

10. Prohibition Against Structural Changes By Owner. 12

11. Association of Unit Owners. 13
11.1 Voting Rights. 13
11.2 Declarant Control. 14

12. Allocation and Liability for Common Expenses. 14

13. Rights to Common Surpluses 15

14. Powers and Rights of the Association. 15
14.1 Association Powers 15
14.2 Entry for Repairs. 16
14.3 Implied Rights. 16
14.4 Delegation to Board of Directors 16

15. Restrictions on Use, Occupancy and Transfer 17

16. Assessments. 17
16.1 Purpose of Assessments 17
16.2 Categories of Assessments 18
16.3 Obligation for Payment of Assessments. 18
16.4 Computation of Operating Budget and Annual Assessment 18
16.5 Capital Budget, Contributions, and Reserves 18
16.6 Annual Assessments Prior to 2002. 19
16.7 Special Assessments. 19
16.8 Lien for Assessments 19
16.9 Delinquent Assessments. 19
16.10 Statement of Account 20
16.11 Payment of Assessments by Declarant. 21

17. Association Responsibilities for Insurance. 21
17.1 Blanket All-Risk Insurance 21
17.2 Additional Insurance. 22
17.3 Terms. 22
17.4 Association as Trustee. 22
17.5 Rating and Insurance Certificates. 23
17.6 Maximum Deductibles 23

17.7 Insurance Requirements of Unit Owners. 23
17.8 Maintenance of Units. 24
17.9 Combined Protection. 24
17.10 Disposition of Insurance Proceeds. 25

18. Destruction and Reconstruction. 25
(A) Cost Estimates. 25
(B) Source and Allocation of Proceeds. 25
(C) Plans and Specifications. 26
(D) Encroachments. 26
(E) Construction Fund. 26
(F) Method of Disbursement. 26

19. Architectural Standards. 26
19.1 Architectural Review Committee. 26
19.2 Purpose. 27
19.3 Organization and Operation of Committee. 27
19.4 Expenses. 28
19.5 Architectural Guidelines. 28
19.6 Procedures 28
19.7 Limitation of Liability. 28
19.8 Applicability to Declarant. 29

20. Construction and Alteration of Improvements 29
20.1 General. 29
20.2 Deemed Nuisances 29
20.3 Removal of Nonconforming Improvements 29

21. Maintenance Responsibilities. 29
21.1 Repairs and Maintenance of the Common Elements. 29
21.2 Unit Owner Responsibilities for Maintenance. 30
21.3 Failure to Maintain. 30
21.4 Insurance Deductibles. 31
21.5 Maintenance of Common Services. 31
(A) Maintenance Directives. 31
(B) Sanitary District. 31
(C) Water. 32
(D) Other Maintenance. 32
(E) Charges or Assessments for Lift Station 32
(F) Emergency Services. 32

(G) Detention Basin/Pond Maintenance....31
(H) Street Tree Maintenance....34

22. Remedies for violation by Unit Owner. 35

23. Special Declarant Rights....35
23.1 Right of Declarant to Dispose of Units. 35
23.2 Sales Offices and Models....35
23.3 Easement Use....35
23.4 Expansion of Condominium....35
23.5 Arbitration....36

24. Easements, Reservations and Encroachments....37
24.1 Utilities....37
24.2 Encroachments....38
24.3 Binding Effect....38
24.4 Location and Dimension of Easements Reserved to Declarant....39

25. No Waiver in Case of Failure of Association to Insist on Strict Performance. 39

26. Amendments to Declaration....39

27. Notices....40

28. Association's Agent for Service of Process. 40

29. Number and Gender. 40

30. Captions....40

31. Severability....40

32. Subordination. 41

33. Applicable Law....40

EXHIBIT A 43

EXHIBIT B 44

CONDOMINIUM DECLARATION

FOR
HIDDEN CREEK CONDOMINIUM OF MEQUON
MEQUON, WISCONSIN

This Declaration is made pursuant to the Condominium Act of the State of Wisconsin, Chapter 703 of the Wisconsin Statutes ("Condominium Act"), this 25th day of MAY, 2001, by Hidden Creek Development, Inc., a Wisconsin corporation having its principal office at 1001 West Glen Oaks Lane, Suite 104B, Mequon, Wisconsin 53092, (referred to as "Declarant" throughout this Declaration, together with any successors in title who come to stand in the same relation to the Condominium).

1. **Statement of Declaration.** Declarant is the owner in fee simple of the real property located in Ozaukee County, Wisconsin, described in Exhibit A, which is attached to and incorporated in this Declaration by reference (such real property is referred to throughout this Declaration as the "Property").

   Declarant intends to submit the Property to the provisions of the Condominium Act, pursuant to the terms and provisions of this Declaration.

   Declarant hereby submits the Property together with all of the Improvements located on the Property or to be constructed on the Property, to the condominium form of ownership in the manner provided by the Condominium Act and by this Declaration.

   From and after the date on which this Declaration, together with the Plat and Plans described in this Declaration, are recorded with the register of deeds of Ozaukee County, Wisconsin, the Property, together with all of the Improvements located or to be constructed on the Property shall be owned, held, transferred, sold, conveyed, used, occupied, mortgaged, or otherwise encumbered, subject to all of the terms, provisions, and restrictions of this Declaration and of the Condominium Act. All provisions hereof shall be deemed to run with the land and shall continue as benefits and burdens to Declarant, its successors and assigns, the Association, the Unit Owners and all parties hereafter having any interest in the Property.

2. **Definitions.** The following definitions apply to the terms used in this Declaration, the Bylaws, the Articles of Incorporation, the Rules and Regulations, the Management Agreements, and all amendments to those documents unless the context otherwise requires.

   Annual Assessment means the Assessments levied in accordance with Section 16.3 of this Declaration.

Architectural Guidelines means the guidelines and rules published and amended and supplemented from time to time by the Architectural Review Committee.

Architectural Review Committee means the committee formed pursuant to Section 19.1 of this Declaration to maintain the quality and architectural harmony of Improvements in the Condominium.

Articles of Incorporation means the articles of incorporation of the Association as amended from time to time.

Assessments means the assessment for payment of Common Expenses, including Special Assessments and Annual Assessments, provided for in Article 16 of this Declaration.

Association means Hidden Creek Condominium of Mequon Association, Inc., a Wisconsin non-stock, not for profit corporation, its successors, and assigns.

Board of Directors or Board means the board of directors of the Association.

Bylaws means the bylaws of the Association as amended from time to time.

Common Elements means all parts of the Property described as Common Elements in Article 5 of this Declaration but in no event shall it include a Unit as defined herein.

Common Expenses means the actual and estimated expenses of operating the Association, as more particularly described in Article 12 of this Declaration.

Common Surplus means, for any period, the excess of all receipts of the Association over the amount of Common Expenses.

Condominium means Hidden Creek Condominium of Mequon and refers to all the Property that is subject to this Declaration.

Condominium Act means the Wisconsin Condominium Ownership Act, Chapter 703 of the Wisconsin Statutes, as amended from time to time.

Declarant means Hidden Creek Development, Inc., a Wisconsin corporation, and any successors in title or assigns who are designated as the Declarant hereunder in a recorded instrument executed by the immediately preceding Declarant.

Declaration means this Condominium Declaration together with any amendments thereto.

Improvements means, without limitation, all buildings and structures, personal property items including planters, flags, signs, wall hangings, lawn ornaments, patio furniture, and

grills, Units, parking areas, loading areas, fences, walls, hedges, plantings, poles, driveways, roads, ponds, berms, retaining walls, landscaping, signs, and utility improvements now or hereafter located or constructed on the Property.

Limited Common Elements mean those Common Elements reserved for the exclusive use of one or more but less than all of the Unit Owners denoted as Limited Common Elements in the Plat and Plans as described in Section 7.1 of this Declaration.

Management Agreement means an agreement now or hereafter entered into by the Association which provides for the management of the Property and the Condominium by a Management Firm.

Management Firm or Management Company means the entity identified as the manager of the Property in a Management Agreement, and its successors and assigns.

Mortgagee means the holder of any recorded mortgage or vendor's interest in a land contract encumbering one or more Units.

Person means an individual, corporation, partnership, association, trustee or other legal entity.

Period of Declarant Control has the meaning assigned to that phrase in Section 11.2 of this Declaration.

Plat and Plans means the Plat of Hidden Creek Condominium of Mequon filed for record in the plat book maintained for condominium plats by the register of deeds of Ozaukee County.

Property means the land together with all existing and future Improvements thereon that is subject to this Declaration and described on Exhibit A.

Purchaser means any person, other than Declarant, who, by means of a voluntary transfer, acquires a legal or equitable interest in a Unit other than as security for an obligation.

Rules and Regulations means the rules and regulations established and amended from time to time by the Board of Directors pursuant to Article 15 of this Declaration.

Special Assessments means the Assessments levied in accordance with Section 16.7 of this Declaration.

Unit means any part of the Property that is not a Common Element or Limited Common Element and is designated and intended for separate and exclusive occupancy and use as a single family residential dwelling, whether developed or undeveloped.

Unit Number means the number, letter, address, or combination thereof, assigned to a Unit for identification purposes pursuant to Section 4.1 of this Declaration.

Unit Owner means a person, combination of persons, partnership, corporation or other legal entity who or which holds legal title to a Unit or has equitable ownership of a Unit as a land contract vendee.

Voting Certificate means the certificate required to be filed by each Unit Owner with the Secretary of the Association pursuant to Section 11.1 of this Declaration.

Working Capital Contribution shall mean that upon the first time a Unit is conveyed by the Declarant to a Unit Owner, other than the Declarant, a contribution equal to two months' assessments shall be due and payable at closing by the Unit Owner. The Working Capital Contribution is non-refundable, non-transferable, and may be used to pay higher costs per Unit that may occur for the initial operating expenses of the Association when the Condominium is not fully expanded and fewer than all of the Units are declared.

3. Name, Location, Property Description, Plat and Plans.

3.1 Name. The name of the Condominium is Hidden Creek Condominium of Mequon.

3.2 Address. The address of the Condominium is: 10545 and 10547 North Hidden Creek Drive (Building #1), 10540 and 10542 North Hidden Creek Drive (Building #11), and 10619 and 10621 North Hidden Creek Drive (Building #4), Mequon, Wisconsin 53092. The Property is located in Ozaukee County, Wisconsin.

3.3 Property Description. The Property is described in Exhibit A. The Condominium includes six (6) one to three bedroom Units.

4. Units and Boundaries.

4.1 Unit Identification. The six (6) Units included in the Condominium are located in three (3) buildings with each building containing two (2) Units. Each Unit shall be designated by an identifying number or address. The location and approximate area of each Unit, Limited Common Elements appurtenant to each Unit, and further details identifying and outlining the Units are as set forth in the Plat and Plans.

4.2 Boundaries of Units. Each Unit includes that part of the building in which it is located that lies within the following boundaries:

(A) Horizontal (upper and lower): the lower horizontal boundary of each Unit shall be the plane formed by the top surface of the unfinished concrete floor

slab of the basement in the Unit. The upper horizontal boundary of each Unit shall be the plane formed by the lowermost surface of the drywall or other material forming the ceiling of the uppermost level of the Unit.

(B) Vertical (perimetric or lateral): the vertical boundaries of each Unit are the planes formed by the unfinished exposed undecorated surfaces (i.e. the surfaces facing the interior of the Unit) of the drywall or other material comprising the interior perimeter walls enclosing a Unit which shall include the basement and garage.

(C) Each Unit shall consist of the space enclosed by the foregoing horizontal and vertical boundaries extended to their intersection. Each Unit shall also include (i) all portions of the plumbing, heating, electrical, and air conditioning systems (including furnaces, compressors, components, pipes, wires, conduits, ducts, and the like) serving only that Unit and located within the boundaries of that Unit; and (ii) all windows, screens, skylights, sump pump, glass surfaces, and doors, overhead doors, hardware, garage door operator and mechanical systems.

4.3 **Unit Ownership Formula.** Each Unit Owner is entitled to the undivided fee interest in the Unit. Each Unit is allocated an undivided percentage interest in the Common Elements according to the formula described in Article 6 below.

5. **Common Elements.** The Common Elements shall consist of all parts of the Property not located within the boundaries of a Unit. The Common Elements include, but are not limited to, vacant land designated as open space, roadways, walkways, ponds, streams, Condominium entry sign and entry sign landscaping and improvements, (as limited in Section 21.2) and bike paths, if any, adjacent to the Units.

6. **Undivided Percentage Interest in Common Elements.** Each Unit Owner shall own an undivided interest in the Common Elements as a tenant in common with all other Unit Owners and, except as otherwise limited in this Declaration, shall have the right to use and occupy the Common Elements for all purposes incidental to the use and occupancy of his or her Unit as a place of lodging, recreation, and such other incidental uses as are permitted by this Declaration, which rights shall be appurtenant to and run with his or her Unit.

The undivided percentage interest in the Common Elements that is appurtenant to each Unit shall be determined by dividing one (1) by the number of Units then included in the Condominium ("Undivided Percentage Interest in the Common Elements").

7. **Limited Common Elements.**

7.1 **Description.** A portion of the Common Elements are designated as Limited Common Elements. The Limited Common Elements are all portions of the Property denoted as Limited Common Elements in the Plat and Plans such as, for purposes of illustration, patios or decks, stoops, sidewalks, steps, landings, driveways, yard lights, exterior lights, chimneys, dormer vents, shutters, window boxes, hardware, and mailboxes. Such Limited Common Elements shall be reserved for the exclusive use of the Unit Owners and occupants of the Unit or Units to which they are appurtenant as shown on the Plat and Plans. Each Limited Common Element is appurtenant to the Unit or Units having direct access to it.

7.2 **Use.** The use of the Limited Common Elements shall be governed by this Declaration, the Bylaws, and such Rules and Regulations as may be established by the Association, acting through the Board of Directors, and no Unit Owner shall use or occupy any Limited Common Elements, or permit them to be used or occupied, in any manner contrary to this Declaration, the Bylaws, or the Rules and Regulations.

8. **Partition of Common Elements Prohibited.** There shall be no partition of the Common Elements through judicial proceedings or otherwise until this Declaration is terminated and the Property is withdrawn from the terms of this Declaration or from the terms of the Condominium Act; provided, however that if any Unit shall be owned by two or more co-owners as tenants in common or as joint tenants, nothing contained herein shall be deemed to prohibit a voluntary or judicial partition of the single Unit as between such co-owners. No Unit may be subdivided or used for any purpose other than residential occupancy, except that Declarant may use Units owned by Declarant as models, sales offices, management, or temporary construction offices.

9. **Conveyance to Include Interest in Common Elements.** No Undivided Percentage Interest in the Common Elements shall be separated from the Unit to which it is appurtenant. No Unit Owner shall execute any deed, mortgage, lease or other instrument affecting title to or ownership of such Unit without including therein both the Unit Owner's interest in the Unit and the Unit Owner's corresponding Undivided Percentage Interest in the Common Elements, it being the intention hereof to prevent any severance of such combined ownership. Any deed, mortgage, lease or other instrument purporting to affect the one without including also the other shall be deemed to include the interest omitted even though the latter is not expressly mentioned or described therein.

10. **Prohibition Against Structural Changes By Owner.** A Unit Owner shall not, without first obtaining the written consent of the Architectural Review Committee, make or permit to be made any structural alterations, changes or improvements to his or her Unit or to the Limited Common Elements appurtenant to his or her Unit. A Unit Owner shall not

perform, or allow to be performed, any act or work which would impair the structural soundness, acoustical, or thermal integrity of any building or the safety of the Property, or impair any easement, or affect the Common Elements in any way.

11. **Association of Unit Owners.** Each Unit Owner, by virtue of ownership of an undivided fee interest in a Unit, shall be entitled and required to be a member of the Association. When more than one person holds an interest in any Unit, all such persons shall be members of the Association. However, the voting rights of such members shall be limited as provided in Section 11.1 below. The Association, through the Board of Directors, shall be responsible for carrying out the purposes of this Declaration, including the management and control of the Common Elements. The Association shall be incorporated as a non-stock, non-profit corporation under the laws of the State of Wisconsin. Each Unit Owner and all occupants of the Units shall abide by and be subject to all of the rules, regulations, duties and obligations set forth in this Declaration and the Bylaws and Rules and Regulations of the Association.

11.1 **Voting Rights.** Each Unit Owner is entitled to vote on all matters upon which Unit Owners are entitled to vote pursuant to this Declaration and in accordance with the Bylaws of the Association. Each Unit Owner is entitled to vote in an equal proportion as the Unit's Undivided Percentage Interest in the common elements. When more than one person holds an interest in any Unit, the vote for such Unit shall be exercised as such co-owners among themselves determine. There shall be no split vote between co-owners of any Unit. The Declarant shall be entitled to cast the votes for any Unit owned by the Declarant regardless of whether or not it is constructed. Notwithstanding anything to the contrary in the Declaration, Bylaws, or the Hidden Creek Condominium of Mequon documents, the Declarant is entitled to vote all the votes of any Units it owns including those proposed Units which may be added as part of the expandable condominium area.

Each Unit Owner shall file with the Secretary of the Association a certificate stating the Unit Owner's name and current mailing address, the name and current mailing address of any mortgagee of the Property and the Unit Owner shall notify the Declarant or the Association, as the case may be, if a change occurs in the mortgagee and shall furnish within fifteen (15) days documentation of a change in the mortgagee if so requested, and naming the individual who shall be authorized to cast the vote allocated to the Unit ("Voting Certificate"). Such Voting Certificate, and any subsequent amendment thereof, shall be signed by all owners of record of the Unit, or by the duly authorized agents or attorneys in fact of such owners. Upon the filing of such Voting Certificate, the individual so named shall, until another individual is named in a duly executed amendment to the Voting Certificate, be recognized by the Association as the person entitled to cast the vote allocated to the Unit in the event of any conflict among persons holding an ownership interest in the Unit. If a valid Voting Certificate is not on file for any Unit Owner, the vote of such

Unit Owner shall not be considered in determining the presence of a quorum or for any other purpose. The foregoing notwithstanding, any one of the co-owners of a Unit who purports to cast the vote allocated to that Unit shall be conclusively presumed to be authorized to cast such vote unless protest is made promptly by any of the other co-owners of the Unit to the person presiding over the meeting, or until any one of such co-owners files a statement with the Secretary of the Association stating that thereafter the vote may only be cast by the individual named in the Voting Certificate filed under this Section 11.1. The individual authorized in any such Voting Certificate to cast the vote allocated to a Unit may cast such vote by a proxy as provided in the Bylaws.

11.2 **Declarant Control.** Notwithstanding the voting right allocated to each Unit, the Declarant shall control the Association during the Period of Declarant Control pursuant to the powers provided for in the Condominium Act.

The Period of Declarant Control shall be the period beginning on the date that the first Unit is conveyed by Declarant to any person other than Declarant and ending the earlier of the following:

a. ten (10) years after the first conveyance, or

b. thirty (30) days after conveyance of 75% of the common element interest to purchasers.

During the Period of Declarant Control, Declarant shall, subject to the provisions of the Condominium Act, have the right to appoint and remove directors of the Association as provided in the Bylaws.

12. **Allocation and Liability for Common Expenses.** Common Expenses are the costs of administration of the Association, including but not limited to: insurance, repair, maintenance, landscaping (as limited by Section 21.2), cable television, sanitary sewer lift station, trash and refuse collection, snow removal and other expenses of the Common Elements and common services provided to the Unit Owners, including management firm fees, administrative expenses, and any reasonable reserves established by the Association.

Each Unit is hereby allocated a share of the liability for Common Expenses equal to that Unit's Undivided Percentage Interest in the Common Elements. In addition, a Unit and Unit Owner may be specially assessed in accordance with Section 16.7 of this Declaration.

The Association shall make Assessments against the Units and Unit Owners for the Common Expenses in accordance with the Undivided Percentage Interest in the Common Elements appurtenant to each Unit. No Unit Owner or Unit may be exempted from liability for payment of such Assessments by such Unit Owner's waiver or discontinuance of the use

or enjoyment of any of the Common Elements or services or by the abandonment of his or her Unit; and no conveyance by a Unit Owner of his or her Unit shall relieve the Unit Owner or the Unit of such liability, and he or she shall jointly, severally, and personally be liable along with his or her grantee in any such conveyance for all unpaid Assessments made prior to the date of sale. All Assessments, when made, shall immediately become a personal debt of the Unit Owner until paid and shall constitute a lien against the Unit to which charged in accordance with the Condominium Act.

13. **Rights to Common Surpluses**. Common Surpluses shall be credited to the Unit Owners' Assessments for Common Expenses in proportion to their Undivided Percentage Interests in the Common Elements, or shall be used for any other proper purpose as the Association, by its Board of Directors, may decide.

14. **Powers and Rights of the Association.**

14.1 **Association Powers.** The Association shall have all of the powers enumerated in the Wisconsin Nonstock Corporation Law, Chapter 181 of the Wisconsin Statutes, to the extent not inconsistent with the Condominium Act, the Bylaws and this Declaration. Such powers shall include, but not be limited to, the following:

(A) To exercise exclusive management and control of the Common Elements described and set forth in this Declaration;

(B) To maintain, repair, replace, reconstruct, operate and protect the Common Elements as set forth in this Declaration;

(C) To hire and discharge a Management Firm;

(D) To hire, engage or employ and discharge such persons or entities as it may deem necessary or advisable to assist in the management of its affairs or to properly effectuate the duties and responsibilities of the Association as set forth in this Declaration;

(E) To determine, levy and collect Assessments against the Unit Owners and use the proceeds thereof in the exercise of its powers and duties, including without limitation, the payment of the Common Expenses;

(F) To institute, defend or intervene in litigation or administrative proceedings in its own name on behalf of itself or all of the Unit Owners on matters affecting the property;

(G) To acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, encumber, lease, transfer or dedicate any

right, title, or interest in and to real or personal property in connection with the affairs of the Association;

(H) To purchase insurance on the Property and insurance for the benefit of the Association and its members as set forth in this Declaration;

(I) To make and amend reasonable regulations governing the use and operation of the Property in the manner provided in this Declaration;

(J) To enforce by any legal means the provisions of the Condominium Act, this Declaration, the Bylaws, and any Rules and Regulations governing the use and operation of the Property;

(K) To establish and maintain one or more bank accounts for deposit and withdrawal of the funds of the Association;

(L) To do all things necessary or convenient to effectuate the purposes of this Declaration;

(M) To do any and all things permitted by the Wisconsin Nonstock Corporation Law;

(N) To make contracts and incur liabilities subject to any restrictions or conditions contained in the Bylaws or this Declaration; and

(O) To grant easements through or over the Common Elements.

14.2 **Entry for Repairs.** The Association may enter any Unit at reasonable times and under reasonable conditions when necessary to perform any required maintenance, construction, repair or other matter for which the Association is responsible. Unless an emergency exists, such entry shall be made with prior notice to the Unit Owner and with as little inconvenience to the Unit Owner or other occupants of the Unit as is practical, and any damage caused thereby shall be repaired by the Association and treated as a Common Expense.

14.3 **Implied Rights.** The Association may exercise any right, power or privilege given to it expressly by this Declaration or the Bylaws, and every other right, power or privilege reasonably to be implied from the existence of any right, power or privilege given to it herein or reasonably necessary to effectuate any such right, power or privilege.

14.4 **Delegation to Board of Directors.** All the powers, rights and duties of the Association existing under the Condominium Act, this Declaration, the Articles of

Incorporation and the Bylaws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees. The decisions of the Board shall be subject to approval by Unit Owners only when such approval is expressly required by the Bylaws, this Declaration or the Condominium Act.

15. **Restrictions on Use, Occupancy and Transfer.** The Property shall be used only for residential, recreational and related purposes (such as, for purposes of illustration, Declarant model sales office, management office, construction office or other related purposes as may be more particularly set forth in this Declaration). The Board of Directors may establish Rules and Regulations concerning the use of the Common Elements and Units, and may from time to time add to, supplement or amend such Rules and Regulations. Copies of such Rules and Regulations, and of any additions, supplements or amendments thereto, shall be furnished by the Association to all Unit Owners prior to the effective date thereof. Each such Rule or Regulation shall be binding upon all Unit Owners, their family members, tenants, guests, invitees, and agents until and unless such Rule or Regulation shall be specifically overruled, canceled, or modified by the Board. The Board of Directors shall have the authority to impose monetary fines and other sanctions for violations of Rules and Regulations, and such monetary fines may be collected in the same manner as the Assessments. The Association, acting through its Board of Directors, shall have standing and the power to enforce any and all restrictions contained in the Declaration, and the Rules and Regulations of the Condominium.

Every Unit Owner shall have a right and easement of use and enjoyment in and to the Common Elements, but only for the purposes for which such Common Elements are intended. Such right and easement of use shall be subject to this Declaration, Bylaws, the Rules and Regulations, and to any restrictions or limitations contained in any deed or amendment to this Declaration conveying to the Association or subjecting to this Declaration the Property comprising such Common Elements. Each Unit Owner may delegate his or her right of use and enjoyment to his or her family members, guests, tenants, licensees, invitees, and agents, subject to reasonable regulation by the Board. A Unit Owner shall be deemed to have made such delegation to the tenant of any leased Unit. No lease shall be for less than ninety (90) days. All leases must be in writing and a copy shall be provided to the Declarant or the Board of Directors, as the case may, be upon request.

16. **Assessments.**

16.1 **Purpose of Assessments**. The Assessments for Common Expenses provided for herein shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Unit Owners and occupants of Units in the Condominium. Such Assessments shall be fixed, established and collected from time to time in the manner provided by this Article 16. Assessments may be used to compensate officers and directors only if approved by Unit Owners holding a majority of votes in the Association.

16.2 **Categories of Assessments.** Except as to the payment of insurance premiums pursuant to Section 17, the Assessments for Common Expenses shall be uniform for all Units.

16.3 **Obligation for Payment of Assessments.** Each Unit Owner, by acceptance of a deed for his or her Unit, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association all amounts duly levied against the Unit Owner hereunder for: Annual Assessments, Special Assessments and all other fees, charges (including late charges) and assessments provided for hereunder. All such Assessments, together with charges, interest, and costs, in the maximum amount permitted by the Declaration and the Condominium Act, and all reasonable attorney's fees and costs actually incurred in the collection thereof, shall be a charge and a lien on the Unit to the extent permitted by the Condominium Act. In addition, each Unit Owner shall be personally liable for his or her portion of each Assessment coming due while he or she is the Owner of a Unit, and his or her grantee (subject to Section 16.10 hereof) shall be jointly and severally liable for any unpaid portion thereof at the time of any conveyance. Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors. Unless otherwise provided, the Annual Assessments shall be paid, in advance, in equal quarterly installments due on the first day of each calendar quarter beginning on January 1 of each year.

16.4 **Computation of Operating Budget and Annual Assessment.** It shall be the duty of the Board at least sixty (60) days prior to the beginning of the Association's fiscal year to prepare a budget setting forth the estimated Common Expenses for the coming year. The Board shall cause a copy of the budget and a statement of the Annual Assessment to be levied against each Unit for each fiscal year of the Association to be delivered to each Unit Owner at least thirty (30) days prior to the beginning of such fiscal year. The budget and the Annual Assessment shall take effect without a meeting of the Unit Owners.

16.5 **Capital Budget, Contribution, and Reserves.** The Board of Directors shall also prepare annually a capital budget which shall take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board shall set the required capital contribution, if any, in an amount sufficient in the Board's discretion to permit meeting the projected capital needs of the Association, as shown on the capital budget, for such year; provided, however, the reserves that are established may not be intended to fully fund the estimated replacement costs of capital or maintenance items, and Special Assessments may be required. The capital contribution required shall be fixed by the Board and shall be included in the budget and Annual Assessments provided for

in Section 16.4 hereof. A copy of the capital budget shall be distributed to each member in the same manner as the operating budget.

16.6 **Annual Assessments Prior to 2002.** For each calendar year prior to, but not including, 2002, the Annual Assessment for each Unit shall be $3,000.00. The Board of Directors shall fix the Annual Assessment in accordance with Section 16.4, and the Assessments shall be paid, in advance, and without deduction or set off, in quarterly installments.

16.7 **Special Assessments.** If the Annual Assessments prove inadequate for any year, the Board may, on thirty (30) days advance notice to the Unit Owners, levy a Special Assessment against all Unit Owners, and the Special Assessment shall be due and payable on or before the due date as selected by the Board.

If a Special Assessment is required for an expense only benefiting specific Units and not other Units, such as, by way of illustration, an expense relating to Limited Common Areas not benefiting all Unit Owners, the Board may levy those amounts as Special Assessments against only those Units and Unit Owners benefiting therefrom which shall constitute a lien on the property as set forth in 16.8 and shall be a personal obligation of the Unit Owner. Such Special Assessments shall be due and payable on or before the due date as selected by the Board.

If a Special Assessment against any particular Unit is required, such Assessment shall be considered a Special Assessment against that Unit and Unit Owner only.

16.8 **Lien for Assessments.** The Association shall have full and complete lien rights as provided or permitted by the Condominium Act, and the lien shall specifically include the maximum costs, charges, and fees set out in the Declaration and in the Condominium Act.

16.9 **Delinquent Assessments.** All Assessments and related charges not paid on or before the due date shall be delinquent, and the Unit Owner shall be in default.

(A) If any quarterly installment of Annual Assessments or any part thereof is not paid in full by the tenth (10th) day of the quarter such installment is due, or if any other charge is not paid within ten (10) days of the due date, a one time late charge on such delinquent payment equal to the greater of Ten Dollars ($10.00) or ten percent (10%) of the amount not paid, or such higher amounts as may be authorized by the Condominium Act, may be imposed without further notice or warning to the delinquent Unit Owner, and interest at a rate to be established by the Board, which shall not exceed the maximum rate allowed by law, may, at the Board's discretion, accrue thereon from the due date.

(B) When payment for delinquent Assessments and related charges is made, the amount received shall be applied in the following order, and no restrictive language on any check or draft shall be effective to change the order of application:

(1) to any unpaid late charges;

(2) to costs of collection, including reasonable attorney's fees, actually incurred by the Association;

(3) to any unpaid interest charges;

(4) to unpaid installments of Assessments applying such payment first to the oldest Assessments then due;

However, none of the above shall restrict or impair the Association's ability and right to settle any claim on terms acceptable to the Board of Directors.

(C) If Assessments and related charges or any part thereof due from a Unit Owner remain delinquent and unpaid for a period greater than fifteen (15) days from the date due, a "Notice of Delinquency" may be given to that Unit Owner which shall state that if the Assessment or charge remains delinquent for more than ten (10) days from the date of the Notice of Delinquency, the Association, acting through the Board of Directors may accelerate and declare immediately due all of that Unit Owner's current and future Assessment installments for that fiscal year.

(D) If Assessments and related charges or any part thereof remain unpaid more than thirty (30) days after the Assessment payments first become delinquent, the Association, acting through the Board of Directors, may institute suit to collect all amounts due pursuant to the provisions of this Declaration, the Bylaws, and the Condominium Act and suspend the Unit Owner's right to use the Common Elements (provided, however, the Board may not limit ingress or egress to or from a Unit), whether or not a Notice of Delinquency has been sent, as provided above.

16.10 Statement of Account. Each Unit Owner, each grantee or mortgagee of a Unit Owner, each person who has executed a contract for the purchase of a Unit, and each lender considering a loan to be secured by a Unit shall be entitled, upon written request, to a statement from the Association setting forth the amount of unpaid Assessments made against such Unit, including any late charges, interest, fines, or other charges against a Unit. The Association shall respond in writing within ten

(10) business days of receipt of the request for a statement. The grantee of a Unit is not liable for any unpaid Assessments against the grantor in excess of the amount set forth in the statement described in this section, and the Unit conveyed shall not be subject to a lien which is not filed under the Condominium Act for any unpaid Assessments against the grantor in excess of the amount set forth in such statement.

16.11 **Payment of Assessments by Declarant.** Notwithstanding anything to the contrary herein, Declarant may contribute, but shall not be obligated to contribute, Assessments to the Association which such contributions shall include services or materials or a combination of services and materials rather than money, which shall be collectively called an in-kind contribution. Otherwise, Assessments shall commence as to any Unit upon the first conveyance of any Unit to a person, partnership, or entity other than the Declarant or the issuance of an occupancy certificate for such Unit, if an occupancy certificate is required, whichever is last to occur. The amount by which monetary Assessments owed by Declarant shall be decreased as a result of any in-kind contribution shall be the fair market value of the contribution. If Declarant and the Association agree as to the value of any in-kind contribution, the value shall be as agreed. If the Association and Declarant cannot agree as to the value of any in-kind contribution, Declarant shall supply the Association with a detailed explanation of the services performed and material furnished, and the Association shall acquire bids for performing like services and furnishing like materials from three (3) independent contractors approved by Declarant who are in the business of providing such services and materials. If the Association and the Declarant are still unable to agree on the value of contribution, the value shall be deemed to be the average of the bids received from the independent contractors.

17. Association Responsibilities for Insurance.

17.1 **Blanket All-Risk Insurance.** The Board of Directors of the Association shall have the authority to and shall provide and maintain, as a Common Expense, blanket all-risk insurance, if reasonably available, for all insurable property and improvements in the Common Elements and may, but shall not be obligated to, assume the Unit Owners' responsibility for insuring the Units in the Condominium. If blanket all-risk insurance is not reasonably available, then at a minimum, the Board shall make its best efforts to obtain an insurance policy providing fire and broad form extended coverage for the Common Elements, and, at the Board's discretion, for the Units. This insurance shall be in an amount sufficient to cover one hundred percent (100%) of the full replacement value of any repair or reconstruction in the event of damage or destruction from any insured hazard.

17.2 **Additional Insurance.** In addition to the insurance required above, the Board shall obtain, to the extent reasonably available, with the costs thereof to be borne as a Common Expense:

(A) Worker's compensation insurance if and to the extent necessary to meet the requirements of applicable law;

(B) Liability insurance providing coverage in an amount not less than two million dollars ($2,000,000) per occurrence for injury, including death, and property damage covering the Association, the Board of Directors, officers, and all agents and employees of the Association, and all Unit Owners and other persons entitled to occupy any Unit or other portion of the Property. Such insurance shall contain a cross-liability endorsement;

(C) Fidelity bonds covering officers, directors, employees, and other persons who handle or are responsible for handling Association funds. If reasonably available, such bonds shall be in an amount at least equal to no less than three (3) months' operating expenses plus reserves on hand as of the beginning of the fiscal year and shall contain waivers of any defense based upon the exclusion of persons serving without compensation; and

(D) Other insurance as the Board of Directors may determine to be necessary.

17.3 **Terms.** The Board of Directors shall use every reasonable effort to secure policies that will provide the following:

(A) that the insurer waives its rights of subrogation of any claims against directors, officers, the Management Firm, the Unit Owners, and their respective family members, guests, licensees and tenants;

(B) that the policies cannot be canceled, invalidated, or suspended on account of the conduct of any director, officer, or employee of the Association or the Management Firm without a prior demand in writing delivered to the Association and to all mortgagees of Units to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured; and

(C) that any "other insurance" clause contained in the policy shall expressly exclude Unit Owners' policies from its operation.

17.4 **Association as Trustee.** All insurance obtained by the Association shall be obtained in the name of the Association as trustee for each of the Unit Owners and their respective Mortgagees as their interests may appear. The amount of such

insurance may be increased or decreased at any time it is deemed necessary by the Board of Directors to conform to the requirements of this Declaration. The cost of the premiums for such insurance shall be paid as a Common Expense but may be billed directly, in an annual single lump sum, to each Unit separate and apart from the quarterly assessments. In addition to all Assessments, each Unit shall be required to pay its proportionate share of the Association insurance premiums based on a Unit's "Insurance Square Footage." For this section, the "Insurance Square Footage" shall be equal to the sum of that Unit's finished square footage on or above the first floor plus one half (1/2) of the finished square footage below the first floor. An area is considered "finished" if the walls are drywall. The first floor is that floor on which the main front entry door is located. Each Unit's proportionate share of insurance premium shall be the Association's annual insurance cost multiplied by the quotient of the Unit's Insurance Square Footage divided by the sum of the Insurance Square Footage of all of the Units then declared in the Condominium. Any delinquent or late payment or non-payment of the insurance premiums shall be subject to all of the provisions of Article 16.

17.5 **Rating and Insurance Certificates.** All policies of insurance shall be written with a company authorized to do business in Wisconsin and holding a Best's rating of at least B plus. The company shall provide insurance certificates to each Unit Owner and Mortgagee requesting the same in writing.

17.6 **Maximum Deductibles.** The policies may contain a maximum deductible of the lesser of $10,000 or 1% of the policy face amount. The deductible amount shall be added to the face amount of the policies in determining whether the insurance equals at least full replacement value. The Association's operating reserves shall maintain funds to cover deductibles.

17.7 **Insurance Requirements of Unit Owners.**

(A) Every Unit Owner shall be obligated to obtain and maintain at all times insurance covering the structural portions of his or her Unit to the extent not insured by policies maintained by the Association.

(B) In addition, to the extent not insured by policies maintained by the Association or to the extent insurable losses result in the payment of deductibles under the Association's polices, every Unit Owner shall be obligated to obtain and maintain at all times insurance covering consequential damages to any other Unit or the Common Elements due to occurrences originating within the Unit Owner's Unit caused by the negligence of the Unit Owner, the failure of the Unit Owner to maintain the Unit, or any other casualty within the Unit that causes damage to other Units or the Common Elements.

(C) Each Unit Owner shall have the right to obtain coverage, at his or her own expense, for personal property and for improvements and betterments made to the Unit by such Unit Owner.

(D) At the request of the Board of Directors, Unit Owners shall file a copy of each individual policy or policies covering his or her Unit and personal property with the Board of Directors within ten (10) days after receiving such request. Such Unit Owner shall promptly notify, in writing, the Board of Directors in the event any such policy is canceled.

17.8 **Maintenance of Units.** The Board of Directors shall have the authority to require any Unit Owner to do any act or perform any work involving portions of the Condominium that are the maintenance responsibility of such Unit Owner, if such work or act will, in the Board's sole discretion, decrease the possibility of fire or other damage in the Condominium, reduce the insurance premium paid by the Association for any insurance coverage or otherwise assist the Board in procuring or maintaining such insurance coverage; provided, however, if the cost of providing such required work is reasonably estimated to exceed five hundred dollars ($500) per Unit in any fiscal year, then the required work shall be approved by the affirmative vote of two-thirds (2/3) of the members present at an annual or special meeting of the Association, which meeting notice specifies the purpose of the meeting and includes consideration of such resolution.

In addition to, and not in limitation of, any other rights the Association may have, if any Unit Owner does not comply with any reasonable requirement made by the Board of Directors pursuant to this Section 17.8, the Association, upon fifteen (15) days' written notice (during which period the Unit Owner may perform such required act or work without further liability), may perform such required act or work at the Unit Owner's sole cost and expense. Said cost shall be a Special Assessment and shall be added to and become a part of the Assessment obligation of such Unit Owner and shall become a lien against the Unit and shall be collected as provided in this Declaration. The Association shall have all rights necessary to implement the requirements mandated by the Board pursuant to this section, including, but not limited to, a right of entry during reasonable hours and after reasonable notice to the Unit Owner or occupant of the Unit, except that entry may be made at any time without notice in an emergency situation.

17.9 **Combined Protection.** If coverage is reasonably available to provide a combination of one or more of the coverages required hereunder to be obtained by the Association and the Unit Owners, the Board of Directors is hereby given discretionary power to negotiate such combination of insurance protection on an equitable cost sharing basis under which each Unit Owner may be assessed

individually for the amount of insurance which he or she directs the Board of Directors to include in such policies for his additional protection. Copies of all such policies shall be provided to each Mortgagee requesting the same. Nothing contained in this paragraph shall be deemed to prohibit any Unit Owner, at his or her own expense, from providing any additional insurance coverage on his or her property which will not duplicate any insurance provided by the Association.

In no event shall the insurance coverage obtained and maintained by the Association be brought into contribution with insurance purchased by Unit Owners or their Mortgagees.

17.10 **Disposition of Insurance Proceeds.** In the event of partial or total destruction of any Improvement and it is determined pursuant to Article 18 of this Declaration to repair or reconstruct such Improvement in accordance with this Declaration, the proceeds of any insurance covering such partial or total destruction shall be paid to the Association as trustee for each of the Unit Owners to be applied to the repair or replacement cost. If it is determined not to reconstruct or repair, then the proceeds shall be distributed to the Unit Owners and their Mortgagees, if any, as their respective interests may appear, in the manner provided by the Condominium Act.

18. **Destruction and Reconstruction.** In the event of a partial or total destruction of the Improvements, such Improvements shall be repaired and rebuilt as soon as practicable and substantially to the same design, plans and specifications as originally built, unless the damage or destruction exceeds available insurance proceeds, in which case the Unit Owners may within ninety days of the date of the damage or destruction, by affirmative vote of the Unit Owners holding at least 75% of the total number of votes entitled to be cast, determine not to rebuild or repair. In such event, the provisions of the Condominium Act shall be applicable.

The Board of Directors or its duly authorized agent shall arrange for and supervise the prompt repair and restoration of the structure.

The procedure for repair and reconstruction shall be:

(A) **Cost Estimates.** Immediately after a fire or other casualty causing damage to any Improvement(s), the Board of Directors shall obtain reliable and detailed estimates of the cost of repairing and restoring the Improvement(s) (including any damaged Unit) to a condition as good as that existing before such casualty. Such costs may also include professional fees and premiums for such bonds as the Board of Directors determines to be necessary.

(B) **Source and Allocation of Proceeds.** The proceeds of any insurance provided by the Association and collected for such damage or destruction

shall be available to the Association for the purpose of repair or reconstruction. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair, or if upon completion of reconstruction and repair the funds available for the payment of the costs thereof are insufficient, Assessments shall be made against all of the Unit Owners to the extent necessary to fund completion of the repairs. If after repair and reconstruction is completed there is a surplus of funds, such funds shall be common funds of the Association to be used as directed by the Board of Directors.

(C) **Plans and Specifications.** On reconstruction, the design, plans and specifications of any Improvements may vary from that of the original upon approval of the Architectural Review Committee, provided, however, that the number of square feet for each Unit included in such Improvements and the location of the Improvements shall be substantially the same as prior to damage or destruction.

(D) **Encroachments.** Encroachments upon or in favor of Units that may be created as a result of such reconstruction or repair shall not constitute a claim or basis for any proceeding or action by the Unit Owner upon whose Property such encroachment exists, provided that such reconstruction was substantially in accordance with the architectural plans under which the Unit was originally constructed. Such encroachments shall be allowed to continue in existence for so long as the reconstructed building shall stand.

(E) **Construction Fund.** The net proceeds of the insurance collected on account of a casualty and the funds collected by the Association from Assessments against Unit Owners on account of such casualty shall constitute a construction fund that shall be disbursed in payment of the cost of reconstruction and repair in the manner set forth in this section.

(F) **Method of Disbursement.** The construction fund shall be disbursed by the Association in appropriate progress payments to such contractor(s), supplier(s), and other persons performing the work or supplying materials or services for the repair and reconstruction of the buildings as are designated by the Board of Directors.

19. Architectural Standards.

19.1 **Architectural Review Committee.** There is hereby established an Architectural Review Committee (the "Committee") which shall be responsible for the establishment and administration of Architectural Guidelines to carry out the purposes and intent of this Declaration. The Committee shall be comprised of the

members of the Board of Directors or of representatives designated by the Board of Directors.

19.2 **Purpose.** The Committee shall review, study and either approve or reject proposed Improvements on the Property other than Improvements installed or approved by Declarant in connection with the construction of the Project, all in compliance with this Declaration and as further set forth in the Architectural Guidelines.

(A) The Committee shall exercise its best judgment to see that all added Improvements conform and harmonize with any existing Improvements as to external design, quality and type of construction, materials, color, location on the Property, height, grade and finished ground elevation, and all aesthetic considerations set forth in this Declaration or in the Architectural Guidelines.

(B) No Improvement shall be erected, placed or altered on any of the Property, nor shall any construction be commenced, until plans for such Improvement shall have been approved by the Committee; provided, however, that improvements and alterations which are completely within a Unit may be undertaken without such approval, subject to Article 10 of this Declaration.

(C) The Committee's approval or disapproval of plans and other information submitted to it, or its decision or other action with respect to any other matter properly before it, shall be conclusive and binding on all interested parties.

19.3 **Organization and Operation of Committee.**

(A) Term. The term of office of each member of the Committee selected by the Board shall be one year, commencing January 1, and continuing until his or her successor has been appointed. Should a Committee member selected by the Board die, retire, resign, become incapacitated, or be removed, a successor shall be appointed by the Board.

(B) Chairman. At such time as the Committee is appointed by the Board of Directors, the chairman of the Committee shall be the President of the Association if he or she is serving on the Committee; otherwise, the chairman of the Committee shall be elected from among the members of the Committee by majority vote of the Board.

(C) Operations. The chairman shall take charge of and conduct all meetings and shall provide for reasonable notice to each member of the Committee prior to any meeting. The notice shall set forth the time and place of the meeting,

and notice may be waived by any member. In the absence of a chairman, the Board may elect a successor, or if the absence is temporary, a temporary successor.

(D) Voting. The affirmative vote of a majority of the members of the Committee present shall govern its actions and be the act of the Committee. A quorum shall consist of a majority of the members of the Committee.

(E) Expert Consultation. The Committee may avail itself of such technical and professional advice and consultants as it deems appropriate.

19.4 Expenses. Except as provided below, all expenses of the Committee shall be paid by the Association. The Committee shall have the right to charge a fee for each application submitted to it for review, in an amount which may be established by the Committee from time to time, and such fees shall be collected by the Committee and remitted to the Association to help defray the expenses of the Committee's operation.

19.5 Architectural Guidelines. The Committee shall from time to time adopt, establish, and publish Architectural Guidelines. The Architectural Guidelines shall not be inconsistent with this Declaration, but shall more specifically define and describe the architectural standards for the Condominium and the various uses within the Condominium. The Architectural Guidelines may be modified or amended from time to time by the Committee. Further, the Committee, in its sole discretion, may excuse compliance with such requirements as are not necessary or appropriate in specific situations and may permit compliance with different or alternative requirements. Compliance with the architectural review process is not a substitute for compliance with governmental building, zoning, and subdivision regulations.

19.6 Procedures. As part of the Architectural Guidelines, the Committee shall make and publish such rules and regulations as it may deem appropriate to govern its proceedings.

19.7 Limitation of Liability. The Committee shall use reasonable judgment in accepting or disapproving all proposals, plans and specifications submitted to it. Neither the Committee, nor any individual Committee member, shall be liable to any person for any official act of the Committee in connection with such proposals, plans and specifications, except to the extent the Committee or any individual Committee member acted with malice or wrongful intent. Notwithstanding that the Committee has approved any such proposal, plans or specifications, neither the Committee nor any of its members shall be responsible or liable to any Unit Owner or contractor with respect to any loss, liability, claim, or expense which may arise by reason of such approval. Neither the Board, the Committee, or any agent thereof,

nor Declarant or any of its partners, employees, agents, or consultants shall be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the provisions of this Declaration, nor for any structural or other defects in any work done according to such plans and specifications.

19.8 **Applicability to Declarant.** The provisions of this Article 19 shall not apply to Declarant.

20. Construction and Alteration of Improvements.

20.1 **General.** Except to the extent permitted in Article 18 or 19 above, any construction, reconstruction, refinishing or alteration of any part of the exterior of any building or any other Improvement on the Property, other than by Declarant, is absolutely prohibited.

20.2 **Deemed Nuisances.** Every violation of this Article 20 is hereby declared to be and to constitute a nuisance, and every public or private remedy allowed for such violation by law or equity against a Unit Owner or other offender shall be applicable and available to the Association and any other Unit Owner.

20.3 **Removal of Nonconforming Improvements.** The Association, after reasonable notice to the Unit Owner or other offender, may bring an action in law or equity to remove any Improvement constructed, reconstructed, refinished, altered, or maintained in violation of this Declaration, and the owner of the offending Improvement shall reimburse the Association for all expenses incurred in connection with such action, including costs and attorneys' fees.

21. Maintenance Responsibilities.

21.1 **Repairs and Maintenance of the Common Elements.** Maintenance of the Common Elements shall be in accordance with standards established by the Association from time to time.

The Association, through the Board of Directors, shall be responsible for the management, control, and maintenance of the Common Elements and shall cause the same to be kept in good, clean, attractive and sanitary condition, order and repair. Maintenance of the exterior of all Condominium buildings shall be the responsibility of the Association and shall be provided as a Common Expense. Such maintenance includes, without limitation, painting, repair and replacement of exterior walls and surfaces (excluding glass or windows), moldings, facia, roofs, railings, stairways, porches, and other exterior facilities serving the Units; provided,

however, in no event or circumstance shall the Association maintain or clean the exterior surface of any windows or change light bulbs.

21.2 **Unit Owner Responsibilities for Maintenance.** Each Unit Owner shall be responsible for keeping the interior of his or her Unit, all glass window surfaces, and all of the Unit's equipment, fixtures and light bulbs and appurtenances in good order, condition and repair and in a clean and sanitary condition. In addition each Unit Owner shall be responsible to maintain and keep in a clean and sanitary condition (including payment of all expenses therefor) all Limited Common Elements which are appurtenant to his or her Unit; provided, however, driveway maintenance and repair shall be a Common Expense as set forth in Section 12. Without in any way limiting the foregoing, each Unit Owner shall be responsible for the maintenance, repair or replacement (and the payment of all expenses therefor) of all plumbing fixtures, lighting fixtures, air conditioning or heating equipment, dishwashers, garbage disposal, or other equipment or appliances which may be connected to or included in the Unit. Each Unit Owner shall be solely responsible at its sole cost and expense for any landscaping installation or maintenance in addition to, or in replacement of, the initial and customary landscaping provided to the Unit by Declarant on the date the Unit is first conveyed to someone other than the Declarant.

21.3 **Failure to Maintain.** If the Board of Directors determines that (i) any Unit Owner has failed or refused to discharge properly his or her obligation with regard to the maintenance, repair, or replacement of items for which he or she is responsible; or (ii) that the need for any maintenance, repair, or replacement of the Common Elements has been caused through the willful or negligent act of any Unit Owner, his or her family members, guests, lessees, tenants or invitees, and such is not covered or paid by insurance in full, then the Association shall provide such maintenance, repair or replacement at the Unit Owner's sole cost and expense reduced by any insurance proceeds received by the Association. Such costs shall be a Special Assessment against such Unit Owner. Except in an emergency situation, the Association shall give the Unit Owner written notice of the Association's intent to provide necessary maintenance, repair, or replacement at the Unit Owner's cost and expense. The notice shall set forth with reasonable particularity the maintenance, repair, or replacement deemed necessary by the Board of Directors.

Unless the Board of Directors determines that an emergency exists, the Unit Owner shall have ten (10) days from receipt of such notice within which to complete the maintenance, repair, or replacement described in the notice. If the maintenance, repair, or replacement is not capable of completion within such time period, the Unit Owner shall have ten (10) days from the receipt of such notice to commence the required maintenance, replacement or repair and shall thereafter proceed with diligence to complete such required maintenance, replacement or repair. If the

Board determines that an emergency exists, or that a Unit Owner has not complied with the notice given by the Association as herein provided, the Association may, but is not obligated to, provide any such maintenance, repair, or replacement in the manner described above. The Association or its agents or employees shall have a right of entry upon or into the Unit or Limited Common Element as necessary to perform such work and shall not be liable for trespass for such entry or work. Entry may be made during normal working hours with reasonable notice to the Unit Owner or without notice at any time in the case of an emergency.

21.4 **Insurance Deductibles.** If maintenance is required as a result of an insured loss, the amount of the deductible shall be considered a maintenance expense to be paid by the person or persons (including the Association) who would be responsible for such repair in the absence of insurance. If the loss affects more than one Unit, or one or more Units and the Common Elements, the cost of the deductible may be apportioned equitably by the Board among the parties suffering loss in accordance with the total cost of repair. Notwithstanding the above, should the Association obtain a per Unit/per occurrence deductible, each Unit Owner shall be responsible for any deductible applicable to his or her Unit.

Maintenance standards shall be enforced by Declarant, the Board of Directors, and the Management Firm, if any.

21.5 **Maintenance of Common Services.**

(A) **Maintenance Directives.** The Association, acting through its Board, shall act as liaison between Unit Owners and providers of common services, such as sewer, gas, electric, cable television, and telephone services, for purposes of notifying such providers of problems with or interruption of such services and ensuring that such services are properly maintained by their providers. The Association, acting through its Board, shall also be responsible for carrying out any proper maintenance directives issued by such service providers to their service users.

All electric, gas, and telephone service to the Units will be billed directly to the Unit Owners by the service provider. Fees for sanitary sewer and cable television will be charged to and paid by the Association and become a Common Expense as provided below.

(B) **Sanitary District.** The Metropolitan Milwaukee Sewage District will be the public entity responsible for providing sanitary sewer services to the Unit Owners. Any fees, charges, or special assessments charged to the Association by the Sewage District shall be a Common Expense of the Association.

(C) **Water.** WICOR will be the public entity responsible for providing water services to the Unit Owners.

(D) **Other Maintenance.** Snow removal, garbage disposal, and other maintenance requirements not provided by the City of Mequon will be the responsibility of the Association. These services will be contracted from service providers or will be furnished by the Management Firm. Fees will be charged to the Association as a Common Expense.

(E) **Charges or Assessments for Lift Station.** Any and all charges or assessments levied by the City of Mequon for a lift station for sanitary sewer purposes serving the Property shall be a Common Expense of the Association. If at any time a gravity sanitary sewer collection system is available to the Property, the lift station shall be abandoned. Hidden Creek Condominium of Mequon shall share the use and maintenance of the lift station, and any future gravity sanitary sewer collection system, with The Essex Place Condominium that is adjacent to the northern boundary of the Property. The cost of any and all charges or assessments for the use of the lift station or future gravity sanitary sewer collection system shall be shared equally between Hidden Creek Condominium of Mequon Association and The Essex Place Condominium Association.

(F) **Emergency Services.** Fire protection and emergency services will be furnished to the Property by those Departments assigned to the Property by the local units of government.

(G) **Detention Basin/Pond Maintenance.** The following requirements imposed by the City of Mequon ("City") are applicable to the Condominium as conditions of approval of the preliminary Condominium Plat and the Development Agreement for the development of the Condominium by and between the City and Declarant to provide for a sufficient storm water drainage system on the Condominium:

(1) The detention basin/pond required as a part of the storm water drainage system for the Condominium ("Detention Pond") shall be maintained and cared for by the Declarant and subsequently, at such time as the Declarant passes control of the Association and responsibility for general Condominium maintenance to the Association, it shall be maintained by the Association.

(2) If, in the opinion of the City, either the Declarant (in keeping with the limitations upon its responsibility as expressed below) or the

Association fails to maintain such Detention Pond, and/or the owner of the remainder of the open space shall fail to maintain it, the City is authorized to give the Declarant and/or the Association written notice requiring either or both within thirty (30) days thereafter, to cure the failure and to maintain and to provide the required care. If the Declarant (in keeping with its limitations upon its responsibility as expressed below) or the Association fails to comply with the demands of the notice, the City shall have the right to provide the required maintenance and to include in the annual tax bill for each Unit in the Condominium a proportionate share of the cost of such maintenance.

(3) Declarant covenants and the City acknowledges that the Condominium Association will be created or caused to be created by the Declarant as a non-profit, non-stock, Wisconsin corporation the members of which will be the Unit Owners of the units in the Condominium all in accordance with the Condominium Act, the Declaration, and the Bylaws.

The City further acknowledges that the Declarant intends to impose through agreement the above-referenced maintenance responsibilities prior to the sale by the Declarant of all the Units in the Condominium. The Declarant shall have no further responsibility for such maintenance only after arms length sale of all the Units by the Declarant.

(4) The Declarant and the Association agrees, at its expense, to provide normal, visual and customary cleaning and maintenance to the Detention Pond located in this Condominium, which may include weed and algae control, dam stabilization, outlet structure (including trash rack), dredging and biological control.

(5) Dredging of the Detention Pond requires approval under Section 30.20 Wisconsin Statutes for a permit to remove materials from the bed of a pond ultimately connected to the Milwaukee River from the Wisconsin Department of Natural Resources (WDNR).

(6) The Declarant and the Association acknowledge the application of EPA/State Registered Chemicals to Detention Ponds or lakes is regulated by the WDNR, and, with few exceptions, a permit must be filed with, and approved by the WDNR, prior to chemical treatment. In certain circumstances, a representative of the WDNR will monitor

or supervise the chemical treatment. The Declarant or the Association shall contact the WDNR for additional information.

(7) The Declarant shall cause the Detention Pond to be inspected and checked by an independent engineer or licensed land surveyor and recertified that the Detention Pond complies with the original design standards upon the expiration of the Period of Declarant Control. Thereafter, the Association will be responsible to recertify the Detention Pond as follows: All initially constructed Detention Ponds must be inspected within two (2) years from the date this ordinance was adopted. Thereafter, all Detention Ponds constructed prior to January 1, 1994, shall be required to be inspected and recertified every five (5) years; all Detention Ponds constructed after January 1, 1994, shall be inspected and recertified in one additional two (2) year cycle and every five (5) years thereafter. Any deficiencies shall be corrected immediately. The City Engineering Department shall be notified three (3) working days in advance of the inspection and no more than five (5) working days after corrections have been made. A written report, not limited to photographs or diagrams of the deficiency and corrections with the certification, shall be submitted to the City Engineering Department for review and approval. Specific areas shall include, but not be limited to:

- Pond Containment Berms are stable and free of animal burrowings;
- Detention Storage;
- Erosion;
- Vegetative Cover;
- Sediment Accumulation;
- Trash Rack/Culvert Functions; and
- Outlet Flow.

(8) The City Engineer has the authority to stop work, amend, or alter remediation measures to the Detention Pond. Failure to comply such instructions from the City Engineer will result in the issuance of a municipal citation in an amount prescribed by law, not less than $30 nor more than $500, and the costs to prosecute for each violation. Each day a violation exists shall constitute a separate offense.

(9) The Association shall be established in accordance with the Declaration but in no event later that upon 75% of the Units being sold to people other than the Declarant. The City shall require

recertification of the Detention Pond to the time just prior to the City's release of the Declarant's drainage escrow.

(10) These provisions regarding the Detention Pond shall be binding on the heirs, personal representatives, successors and assigns of the parties hereto.

(H) **Street Tree Maintenance.** The Association shall be responsible for the care and maintenance of street trees located in, or within ten (10) feet of, the road right-of-way of all roads located on the Property including any expansion to the Property as set forth in Section 23.4. Such care and maintenance shall include, but not be limited to, trimming, pruning, or replacing the street trees, and the cost therefor shall be charged to the Association as a Common Expense.

22. **Remedies for violation by Unit Owner.** If any Unit Owner fails to comply with the Declaration, Bylaws, or the Condominium Act, such Unit Owner may be sued for damages caused by the failure or for injunctive relief, or both, by the Association or by any other Unit Owner including Declarant.

23. **Special Declarant Rights.** Notwithstanding anything to the contrary contained elsewhere in this Declaration, Declarant shall have the following rights:

23.1 **Right of Declarant to Dispose of Units.** Declarant shall have the right to sell or otherwise dispose of Units by deed, land contract or other form of installment sale, or by such other means of conveyance as it may choose, and in the event Declarant shall be forced to foreclose or otherwise recover possession of any Unit as the result of the default of a purchaser under a land contract, installment sale, or mortgage, Declarant shall be free to dispose of any such Units by any means whatsoever. Nothing herein contained shall in any way restrict the Declarant's right to rent Units not sold or otherwise disposed of.

23.2 **Sales Offices and Models.** Declarant has the right to maintain sales offices, management offices, models, signs advertising the Condominiums, and directional signs in the Condominium. As long as Declarant is a Unit Owner, Declarant and its duly authorized agents, representatives and employees may use, occupy or maintain any Unit owned by Declarant or any portion of the Common Elements as a model Unit or sales office or management office.

23.3 **Easement Use.** So long as Declarant owns any Unit, Declarant shall have and hereby reserves easements over, across and through all of the Property for the purpose of making Improvements on or within the Property, for construction of Units or improvements to the Common Elements, for provision of services to Unit

Owners, and for the maintenance of sales offices, signs, and/or model Units on the Property.

Declarant reserves the right to grant additional easements over, across and through the Common Elements to third parties for the purposes of construction, repair, or maintenance within the Condominium.

23.4 Expansion of Condominium.

(A) The Declarant, its successors and assigns, for a period of ten (10) years from the date of the recording of this Declaration, hereby expressly reserves the right to expand the Property in compliance in Section 703.26 of the Act without the consent of any Unit Owner or Mortgagee. Declarant shall be under no obligation to and makes no representations that it will expand or construct any part or all of the Condominium, and Declarant may, in its sole option and discretion, modify, alter, or otherwise change the use, character, or other attributes of the Condominium, the units, or improvements. The right to expand is subject to the following:

(i) that the total area of Additional Property added to the Condominium shall not exceed the total area of the Additional Property as described as Expansion Lands in the Plat of Survey attached hereto and made a part hereof as Exhibit B.

(ii) the maximum number of Units which will be constructed on the Property will not exceed thirty-six (36) units.

(iii) if Declarant desires to exercise its right to expand all or any part of the Condominium, then Declarant shall execute and record a supplemental declaration, which shall describe the Additional Property to be added to the Condominium, the number of Units to be added, a description of the additional Units and any additional Common Elements, the Undivided Percentage Interest in the Common Elements of each Unit, and any additions and modifications to the Declaration as may be necessary and desirable to reflect the different character, if applicable, of the Additional Property being submitted to the Declaration, including a provision for additional easements, or to reflect any adjustment to the Common Expenses in connection with the Condominium as expanded.

(iv) the Declarant has the sole right to determine the use, location, size, quality and other features and attributes of the Additional Property, including without limitation the Limited Common Elements, the Common Elements, and the Units.

(v) in the event the Declarant exercises its right to expand all or any part of the Condominium pursuant hereto, then upon any such expansion all references in this Declaration to the "Buildings," the "Condominium," "Units," "Property," "Unit

Owners," "Association," "Common Expenses" and all other terms which refer to the Condominium automatically shall refer to the Condominium as expanded.

(vi) in the event all or any part of the Condominium is expanded, the Undivided Percentage Interests in the Common Elements shall be adjusted as set forth in Section 6. and the liabilities for Common Expenses, Assessment and other similar expenses assessed by this Declaration and any other Condominium Document and the right to common Surpluses shall be adjusted according to the then existing needs of the Condominium.

(vii) in the event all or any part of the Condominium is expanded, Unit Owners of the Units added to this Declaration shall be entitled to vote, with each Unit having one vote, upon the recording of the supplemental declaration which adds the Units to the Condominium.

(B) Consent to Expansion. By acceptance of a deed of conveyance of a Unit, the grantee is hereby deemed to agree to the expansion of the Condominium and shall make no or cooperate in any attempts to prevent, challenge, or hinder any expansion of all or any part of the Condominium in the event the Declarant decides to exercise its option to expand the Condominium. This Declaration shall be liberally construed to establish an expandable condominium under the Condominium Act.

23.5 **Arbitration.** In the event of any dispute against the Declarant, its officers, directors, agents, or employees, by the Association or one or more Unit Owners, arising out of, without limitation, any provision of the Declaration, Bylaws, Rules and Regulations, Plat or any other Condominium instrument (including all amendments thereto) (collectively for this Section, "Condominium Instruments") or the Condominium Act, that cannot first be resolved by the parties negotiating in good faith, the parties shall submit the dispute to binding arbitration in accordance with the rules of the American Arbitration Association for resolving commercial disputes ("AAA") which shall be the sole and exclusive remedy of the Association or the Unit Owners ("Arbitration"). The requested Arbitration shall take place within thirty (30) days after written notification of the demand requesting Arbitration is delivered to and received by the other party. Each party shall select one arbitrator, and those two (2) arbitrators shall agree upon and select a third arbitrator. The parties shall use their good faith efforts to select an arbitrator licensed (or otherwise approved) by the AAA located and practicing in the City of Milwaukee. The prevailing party in the arbitration shall be entitled to payment of its attorneys' fees and costs and all arbitration fees. This provision requiring Arbitration shall not apply to any third party claims brought by any person, partnership, or entity other than the Association or Unit Owners ("Third Parties") or actions brought by Third Parties against either party, jointly or severally, arising out of the terms and conditions of the Condominium Instruments or the Condominium

Act, and each party shall have the right to pursue any and all remedies available at law and in equity against all such Third Parties. Notwithstanding anything to the contrary herein, this Section 23.5 shall not nor shall be construed to affect, alter, or in any way limit or apply to the formulation, levying, payment, collection, or enforcement of Assessments, the insurance obligations under Section 17.4, or any other payment or fee required, and all provisions of the Condominium Instruments other than this Section 23.5 shall control together with the Condominium Act in such matters.

24. Easements, Reservations and Encroachments.

24.1 Utilities. Declarant hereby reserves easements for purposes of providing utility services, including without limitation the right to install, lay, maintain or repair and replace electrical lines and power transformers, Water Systems and related facilities, sewer lines, gas mains, telecommunication systems and equipment, and master antenna or cable access television system wires and equipment, over, under, along and on any part of the Common Elements. The Declarant, in Declarant's sole discretion, may convey any such easement, or any interest therein, to any utility company or provider.

24.2 Encroachments. In the event that by reason of the construction, reconstruction, settling or shifting of any building, or the design or construction of any Unit, any part of the Common Elements encroaches or shall hereafter encroach upon any part of any Unit, or any part of any Unit encroaches or shall hereafter encroach upon any part of the Common Elements, or any portion of any Unit encroaches upon any part of any other Unit, valid easements for the maintenance of each such encroachment are hereby established and shall exist for the benefit of such encroaching Unit or Common Element so long as all or any part of the building containing such Unit or Common Element shall remain standing; provided, however, that in no event shall a valid easement for any encroachment be created in favor of the Unit Owner of any Unit, if such encroachment occurred due to the willful misconduct of said Unit Owner.

24.3 Binding Effect. All easements and rights described herein are easements appurtenant to and running with the land described herein. All easements and rights described herein are granted and reserved to, and shall inure to the benefit of and be binding upon, Declarant, its successors and assigns, and on all Unit Owners, purchasers and Mortgagees and their heirs, personal representatives, successors and assigns. Declarant, the Association and its Board of Directors shall have the authority to execute all documents necessary to carry out the intent of this Article 24.

24.4 **Location and Dimension of Easements Reserved to Declarant.** Declarant in its sole discretion, or Declarant's designee, shall determine the location and dimension of any easement reserved to the Declarant by this Article 24 the location and dimension of which are not expressly described herein or in the Plat and Plans. The location and dimension of any such easement, as so determined, shall be reasonable under the circumstances, taking into account the purpose or purposes for which the easement is reserved.

25. **No Waiver in Case of Failure of Association to Insist on Strict Performance.** The failure of the Association or the Board of Directors to insist, in any one or more instances, upon the strict performance of any of the terms, covenants, conditions or restrictions of this Declaration, or to exercise any right or option herein contained, or to serve any notice or to institute any action, shall not be construed as, or result in, a waiver or a relinquishment of such term, covenant, condition or restriction, but such term, covenant, condition or restriction shall remain in full force and effect. The receipt by the Association of payment of any Assessment from a Unit Owner, with knowledge of breach of any covenant hereof, shall not be deemed as a waiver of such breach, and no waiver by the Association or the Board of Directors of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Association or the Board of Directors.

26. **Amendments to Declaration.** Except as otherwise provided by the Condominium Act, this Declaration may be amended only by the written consent of the holders of not less than two-thirds (2/3) of all votes entitled to be cast by the Unit Owners, including Declarant. A Unit Owner's written consent is not effective unless it is approved by the Mortgagee of the Unit, if any. No Association meeting shall be necessary to obtain the written consent of the Unit Owners.

Unless Declarant has expressly consented to such amendment in writing, no amendment shall alter, limit or abrogate the rights and interests granted to or reserved by Declarant in this Declaration. Copies of each amendment shall be certified by the President and Secretary of the Association in a form suitable for recording. A copy of the amendment as so certified shall be recorded with the Register of Deeds for Ozaukee County, and a copy of the amendment shall also be mailed or personally delivered to each Unit Owner at his or her address on file with the Association.

This Article 26 shall not apply to, limit or affect the right of Declarant, which Declarant hereby reserves, to amend this Declaration if, and to the extent that, Declarant deems such amendment necessary to satisfy the project approval requirements of the Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, or any other purchaser of mortgages on the secondary mortgage market. Declarant's reservation of this right shall not be deemed to commit Declarant to obtaining such project approval, and any decision to obtain such project approval shall be in the Declarant's sole discretion.

27. **Notices.** The giving of any notice, statement, demand or document required or permitted by this Declaration, the Bylaws or the Condominium Act to be given to a Unit Owner, the Association or the Declarant shall be effective if such notice, statement, request, demand or document is sent by first class mail or delivered personally or by private carrier to the address of the recipient as provided below.

If to a Unit Owner:

> The name and address of the Unit Owner on file with the Secretary of the Association; if such Unit is owned by more than one person, the name and address of one (1) co-owner of the Unit shall be deemed sufficient.

If to the Association:

> Hidden Creek Development, Inc.
> Attn: Paul H. Apfelbach
> 1001 West Glen Oaks Lane, Suite 104B
> Mequon, WI 53092

If to the Declarant:

> Hidden Creek Development, Inc.
> Attn: Paul H. Apfelbach
> 1001 West Glen Oaks Lane, Suite 104B
> Mequon, WI 53092

28. **Association's Agent for Service of Process.** The initial resident agent of the Association for service of process shall be Paul H. Apfelbach, whose address is 1001 West Glen Oaks Lane, Suite 104B, Mequon, Wisconsin 53092. 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 the name with the Wisconsin Department of Financial Institutions.

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

30. **Captions.** The captions and section headings herein are inserted only as matters of convenience and for reference, and in no way define or limit the scope or intent of the various provisions hereof.

31. **Severability.** The provisions of this Declaration shall be deemed independent and severable and the invalidity or partial invalidity or unenforceability of any one provision or

portion thereof shall not affect the validity or enforceability of the remaining portion of the provision or any other provision of this Declaration.

32. **Subordination.** The provisions of this Declaration and any amendments hereto shall be subordinate and subject to the provisions of the Condominium Act, which shall control in case of conflict. However, the provisions of this Declaration and any amendments hereto shall prevail over any conflicting provisions in the Articles of Incorporation or Bylaws of the Association.

33. **Applicable Law.** This Declaration shall be governed by and interpreted in accordance with the laws of the State of Wisconsin.

IN WITNESS WHEREOF, Hidden Creek Development, Inc. has caused this Condominium Declaration to be executed at Mequon, Wisconsin, this 25th day of MAY, 2001.

HIDDEN CREEK DEVELOPMENT, INC.

By: Eric J. Lehner, PRES.
Eric J. Lehner, President

By: Paul H. Apfelbach V.P.
Paul H. Apfelbach, Vice President

STATE OF WISCONSIN)
)SS
OZAUKEE COUNTY)

Personally came before me this 25TH day of MAY, 2001, the above named, Eric J. Lehner, President of Hidden Creek Development, Inc., to me known to be the person who executed the foregoing instrument and acknowledges the same.

Notary Public, State of Wisconsin
My Commission: 9-29-03

NOTARY PUBLIC BRAD STENKE STATE OF WISCONSIN

STATE OF WISCONSIN)
)SS
OZAUKEE COUNTY)

Personally came before me this 25th day of MAY, 2001, the above named, Paul H. Apfelbach, Vice President of Hidden Creek Development, Inc., to me known to be the person who executed the foregoing instrument and acknowledges the same.



Notary Public, State of Wisconsin
My Commission: 9-29-03

This instrument was drafted by:
Timothy E. Kronquist, Esq.
Davis & Kuelthau, s.c.
111 East Kilbourn Avenue, Suite 1400
Milwaukee, Wisconsin 53202

EXHIBIT A

CONDOMINIUM PROPERTY: (HIDDEN CREEK CONDOMINIUM OF MEQUON)

BUILDING AREA 1

PART OF PARCEL 1 OF CERTIFIED SURVEY MAP NO. *3294, BEING A PART OF THE SOUTHWEST 1/4 OF SECTION 27, TOWN 9 NORTH, RANGE 21 EAST, IN THE CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID 1/4 SECTION; THENCE SOUTH 01°07'47" EAST ALONG THE WEST LINE OF SAID 1/4 SECTION 824.98 FEET TO A POINT; THENCE NORTH 88°05'07" EAST 60.01 FEET TO A POINT ON THE EAST LINE OF WAUWATOSA ROAD; THENCE SOUTH 01°07'47" EAST ALONG SAID EAST LINE 515.74 FEET TO THE POINT OF BEGINNING OF THE LANDS TO BE DESCRIBED; THENCE SOUTH 83°30'05" EAST 246.01 FEET TO A POINT; THENCE SOUTH 06°29'55" WEST ALONG THE NORTHERLY LINE OF HIDDEN CREEK DRIVE 69.36 FEET TO A POINT; THENCE SOUTHWESTERLY 155.43 FEET ALONG SAID NORTHERLY LINE AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTHWEST, WHOSE RADIUS IS 200.00 FEET AND WHOSE CHORD BEARS SOUTH 28°45'42" WEST 151.54 FEET TO A POINT; THENCE SOUTHWESTERLY 41.01 FEET ALONG SAID NORTHERLY LINE AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTHWEST, WHOSE RADIUS IS 81.00 FEET AND WHOSE CHORD BEARS SOUTH 65°31'40" WEST 40.57 FEET TO A POINT; THENCE WESTERLY 22.32 FEET ALONG SAID NORTHERLY LINE AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHEAST, WHOSE RADIUS IS 119.00 FEET AND WHOSE CHORD BEARS SOUTH 74°39'31" WEST 22.28 FEET TO A POINT; THENCE WESTERLY 65.11 FEET ALONG SAID NORTHERLY LINE AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTHWEST, WHOSE RADIUS IS 190.50 FEET AND WHOSE CHORD BEARS SOUTH 79°04'41" WEST 64.80 FEET TO A POINT; THENCE SOUTH 88°52'12" WEST ALONG SAID NORTHERLY LINE 31.08 FEET TO A POINT; THENCE NORTH 45°48'48" WEST 7.55 FEET TO A POINT ON THE EAST LINE OF WAUWATOSA ROAD; THENCE NORTH 01°07'47" WEST ALONG SAID EAST LINE 259.99 FEET TO THE POINT OF BEGINNING. CONTAINING 1.1845 ACRES.

BUILDING AREA 4

PART OF PARCEL 1 OF CERTIFIED SURVEY MAP NO. *3294, BEING A PART OF THE SOUTHWEST 1/4 OF SECTION 27, TOWN 9 NORTH, RANGE 21 EAST, IN THE CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID 1/4 SECTION; THENCE SOUTH 01°07'47" EAST ALONG THE WEST LINE OF SAID 1/4 SECTION 824.98 FEET TO A POINT; THENCE NORTH 88°05'07" EAST 60.01 FEET TO A POINT ON THE EAST LINE OF WAUWATOSA ROAD; THENCE CONTINUING NORTH 88°05'07" EAST 190.97 FEET TO THE POINT OF BEGINNING OF LANDS TO BE DESCRIBED; THENCE CONTINUING NORTH 88°05'07" EAST 264.20 FEET TO A POINT; THENCE SOUTH 13°33'54" EAST 167.72 FEET TO A POINT; THENCE SOUTH 76°26'06" WEST ALONG THE NORTHERLY LINE OF HIDDEN CREEK DRIVE 54.87 FEET TO A POINT; THENCE SOUTHWESTERLY 97.64 FEET ALONG SAID NORTHERLY LINE AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHEAST, WHOSE RADIUS IS 230.00 FEET AND WHOSE CHORD BEARS SOUTH 64°16'26" WEST 96.91 FEET TO A POINT; THENCE NORTH 37°53'15" WEST 265.01 FEET TO THE POINT OF BEGINNING. CONTAINING 0.9179 ACRES.

BUILDING AREA 11

PART OF PARCEL 1 OF CERTIFIED SURVEY MAP NO. *3294, BEING A PART OF THE SOUTHWEST 1/4 OF SECTION 27, TOWN 9 NORTH, RANGE 21 EAST, IN THE CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID 1/4 SECTION; THENCE SOUTH 01°07'47" EAST ALONG THE WEST LINE OF SAID 1/4 SECTION 824.98 FEET TO A POINT; THENCE NORTH 88°05'07" EAST 60.01 FEET TO A POINT ON THE EAST LINE OF WAUWATOSA ROAD; THENCE CONTINUING NORTH 88°05'07" EAST 932.63 FEET TO A POINT; THENCE SOUTH 01°07'49" EAST 311.36 FEET TO A POINT; THENCE SOUTH 68°32'47" WEST 321.70 FEET TO THE POINT; THENCE SOUTH 68°32'47" WEST 352.99 FEET TO A POINT; THENCE NORTH 01°08'19" WEST 42.94 FEET TO A POINT; THENCE SOUTH 88°51'41" WEST 121.15 FEET TO A POINT; THENCE SOUTH 17°37'01" WEST 109.76 FEET TO THE POINT; THENCE SOUTH 06°29'55" WEST 192.68 FEET TO THE POINT OF BEGINNING OF THE LANDS TO BE DESCRIBED; THENCE SOUTH 16°53'16" WEST 177.00 FEET TO A POINT; THENCE SOUTH 76°31'42" WEST 98.30 FEET TO A POINT; THENCE NORTHWESTERLY 85.71 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTHEAST, WHOSE RADIUS IS 310.00 FEET AND WHOSE CHORD BEARS NORTH 37°27'07" WEST 85.43 FEET TO A POINT; THENCE NORTH 29°31'49" WEST 68.40 FEET TO A POINT ON THE SOUTHERLY LINE OF HIDDEN CREEK DRIVE; THENCE NORTHEASTERLY 0.04 FEET ALONG SAID SOUTHERLY LINE AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHEAST, WHOSE RADIUS IS 81.00 FEET AND WHOSE CHORD BEARS NORTH 53°49'10" EAST 0.04 FEET TO A POINT; THENCE NORTHEASTERLY 150.68 FEET ALONG SAID SOUTHERLY LINE AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTHWEST, WHOSE RADIUS IS 260.00 FEET AND WHOSE CHORD BEARS NORTH 37°12'34" EAST 148.78 FEET TO A POINT; THENCE SOUTH 69°24'56" EAST 152.40 FEET TO THE POINT OF BEGINNING. CONTAINING 0.6139 ACRES.

DETENTION POND EASEMENT AREA

PART OF PARCEL 1 OF CERTIFIED SURVEY MAP NO. * 3294, BEING A PART OF THE SOUTHWEST 1/4 OF SECTION 27, TOWN 9 NORTH, RANGE 21 EAST, IN THE CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID 1/4 SECTION; THENCE SOUTH 01°07'47" EAST ALONG THE WEST LINE OF SAID 1/4 SECTION 824.98 FEET TO A POINT; THENCE NORTH 88°05'07" EAST 60.01 FEET TO A POINT ON THE EAST LINE OF WAUWATOSA ROAD; THENCE CONTINUING NORTH 88°05'07" EAST 932.63 FEET TO A POINT; THENCE SOUTH 01°07'49" EAST 311.36 FEET TO A POINT; THENCE SOUTH 68°32'47" WEST 352.99 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 01°08'19" EAST 206.96 FEET TO A POINT; THENCE SOUTH 42°37'16" WEST 240.40 FEET TO A POINT; THENCE SOUTH 59°30'11" WEST 80.95 FEET TO A POINT; THENCE NORTH 16°53'16" EAST 177.00 FEET TO A POINT; THENCE NORTH 06°29'55" EAST 192.68 FEET TO A POINT; THENCE NORTH 17°37'01" EAST 109.76 FEET TO A POINT; THENCE NORTH 88°51'41" EAST 121.15 FEET TO A POINT; THENCE SOUTH 01°08'19" EAST 42.94 FEET TO THE POINT OF BEGINNING. CONTAINING 1.3674 ACRES.

*A COPY OF THE RECORDED CERTIFIED SURVEY MAP [redacted] IS ATTACHED. [redacted].

EXHIBIT B (1/2)

EXPANSION LANDS : (HIDDEN CREEK CONDOMINIUM OF MEQUON)

PART OF PARCEL 1 AND ALL OF PARCEL 2 OF CERTIFIED SURVEY MAP NO. * 3294, BEING A PART OF THE SOUTHWEST 1/4 OF SECTION 27, TOWN 9 NORTH, RANGE 21 EAST, IN THE CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN

BUILDING AREA 2

PART OF PARCEL 1 OF CERTIFIED SURVEY MAP NO. * 3294, BEING A PART OF THE SOUTHWEST 1/4 OF SECTION 27, TOWN 9 NORTH, RANGE 21 EAST, IN THE CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID 1/4 SECTION; THENCE SOUTH 01°07'47" EAST ALONG THE WEST LINE OF SAID 1/4 SECTION 824.98 FEET TO A POINT; THENCE NORTH 88°05'07" EAST 60.01 FEET TO A POINT ON THE EAST LINE OF WAUWATOSA ROAD; THENCE SOUTH 01°07'47" EAST ALONG SAID EAST LINE 229.16 FEET TO THE POINT OF BEGINNING OF THE LANDS TO BE DESCRIBED; THENCE SOUTH 72°26'20" EAST 284.31 FEET TO A POINT; THENCE SOUTHERLY 44.41 FEET ALONG THE NORTHERLY LINE OF HIDDEN CREEK DRIVE AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE EAST, WHOSE RADIUS IS 230.00 FEET AND WHOSE CHORD BEARS SOUTH 12°01'47" WEST 44.34 FEET TO A POINT; THENCE SOUTH 06°29'55" WEST ALONG SAID NORTHERLY LINE 115.98 FEET TO A POINT; THENCE NORTH 83°30'05" WEST 246.01 FEET TO A POINT ON THE EAST LINE OF WAUWATOSA ROAD; THENCE NORTH 01°07'47" WEST 216.58 FEET TO THE POINT OF BEGINNING. CONTAINING 1.1152 ACRES

BUILDING AREA 3

PART OF PARCEL 1 OF CERTIFIED SURVEY MAP NO. * 3294, BEING A PART OF THE SOUTHWEST 1/4 OF SECTION 27, TOWN 9 NORTH, RANGE 21 EAST, IN THE CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID 1/4 SECTION; THENCE SOUTH 01°07'47" EAST ALONG THE WEST LINE OF SAID 1/4 SECTION 824.98 FEET TO A POINT; THENCE NORTH 88°05'07" EAST 60.01 FEET TO A POINT ON THE EAST LINE OF WAUWATOSA ROAD AND THE POINT OF BEGINNING OF THE LANDS TO BE DESCRIBED; THENCE CONTINUING NORTH 88°05'07" EAST 190.97 FEET TO A POINT; THENCE SOUTH 37°53'15" EAST 285.01 FEET TO A POINT; THENCE SOUTHWESTERLY 138.70 FEET ALONG THE NORTHERLY LINE OF HIDDEN CREEK DRIVE AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHEAST, WHOSE RADIUS IS 230.00 FEET AND WHOSE CHORD BEARS SOUTH 34°50'13" WEST 136.61 FEET TO A POINT; THENCE NORTH 72°26'20" WEST 284.31 FEET TO A POINT ON THE EAST LINE OF WAUWATOSA ROAD; THENCE NORTH 01°07'47" WEST ALONG SAID EAST LINE 229.16 FEET TO THE POINT OF BEGINNING. CONTAINING 1.7935 ACRES.

BUILDING AREA 5

PART OF PARCEL 1 OF CERTIFIED SURVEY MAP NO. * 3294, BEING A PART OF THE SOUTHWEST 1/4 OF SECTION 27, TOWN 9 NORTH, RANGE 21 EAST, IN THE CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID 1/4 SECTION; THENCE SOUTH 01°07'47" EAST ALONG THE WEST LINE OF SAID 1/4 SECTION 824.98 FEET TO A POINT; THENCE NORTH 88°05'07" EAST 60.01 FEET TO A POINT ON THE EAST LINE OF WAUWATOSA ROAD; THENCE CONTINUING NORTH 88°05'07" EAST 455.17 FEET TO THE POINT OF BEGINNING OF LANDS TO BE DESCRIBED; THENCE CONTINUING NORTH 88°05'07" EAST 243.38 FEET TO A POINT; THENCE SOUTH 01°54'53" EAST 76.70 FEET TO A POINT; THENCE SOUTHWESTERLY 83.98 FEET ALONG THE NORTHERLY LINE OF HIDDEN CREEK DRIVE AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHEAST, WHOSE RADIUS IS 75.00 FEET AND WHOSE CHORD BEARS SOUTH 56°00'28" WEST 79.66 FEET TO A POINT; THENCE SOUTHWESTERLY 36.66 FEET ALONG SAID NORTHERLY LINE AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTHWEST, WHOSE RADIUS IS 40.00 FEET AND WHOSE CHORD BEARS SOUTH 50°10'58" WEST 35.39 FEET TO A POINT; THENCE SOUTH 76°26'06" WEST ALONG SAID NORTHERLY LINE 116.50 FEET TO A POINT; THENCE NORTH 13°33'54" WEST 167.72 FEET TO THE POINT OF BEGINNING. CONTAINING 0.6863 ACRES.

BUILDING AREA 6

PART OF PARCEL 1 OF CERTIFIED SURVEY MAP NO. * 3294, BEING A PART OF THE SOUTHWEST 1/4 OF SECTION 27, TOWN 9 NORTH, RANGE 21 EAST, IN THE CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID 1/4 SECTION; THENCE SOUTH 01°07'47" EAST ALONG THE WEST LINE OF SAID 1/4 SECTION 824.98 FEET TO A POINT; THENCE NORTH 88°05'07" EAST 60.01 FEET TO A POINT ON THE EAST LINE OF WAUWATOSA ROAD; THENCE CONTINUING NORTH 88°05'07" EAST 698.55 FEET TO THE POINT OF BEGINNING OF THE LANDS TO BE DESCRIBED; THENCE CONTINUING NORTH 88°05'07" EAST 234.08 FEET TO A POINT; THENCE SOUTH 01°07'49" EAST 311.36 FEET TO A POINT; THENCE SOUTH 68°32'47" WEST 68.56 FEET TO A POINT; THENCE NORTH 27°58'25" WEST 102.99 FEET TO A POINT; THENCE NORTH 55°01'23" WEST 75.00 FEET TO A POINT ON THE SOUTHERLY LINE OF HIDDEN CREEK DRIVE; THENCE NORTHWESTERLY 166.10 FEET ALONG THE CUL-DE-SAC OF HIDDEN CREEK DRIVE AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHWEST, WHOSE RADIUS IS 75.00 FEET AND WHOSE CHORD BEARS NORTH 28°28'08" WEST 134.18 FEET TO A POINT; THENCE NORTH 01°54'53" WEST 76.70 FEET TO THE POINT OF BEGINNING. CONTAINING 1.1919 ACRES.

BUILDING AREA 7

PART OF PARCEL 1 OF CERTIFIED SURVEY MAP NO. * 3294, BEING A PART OF THE SOUTHWEST 1/4 OF SECTION 27, TOWN 9 NORTH, RANGE 21 EAST, IN THE CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID 1/4 SECTION; THENCE SOUTH 01°07'47" EAST ALONG THE WEST LINE OF SAID 1/4 SECTION 824.98 FEET TO A POINT; THENCE NORTH 88°05'07" EAST 60.01 FEET TO A POINT ON THE EAST LINE OF WAUWATOSA ROAD; THENCE CONTINUING NORTH 88°05'07" EAST 932.63 FEET TO A POINT; THENCE SOUTH 01°07'49" EAST 311.36 FEET TO A POINT; THENCE SOUTH 68°32'47" WEST 68.56 FEET TO THE POINT OF BEGINNING OF THE LANDS TO BE DESCRIBED; THENCE CONTINUING SOUTH 68°32'47" WEST 253.14 FEET TO A POINT; THENCE NORTH 05°52'34" WEST 218.87 FEET TO A POINT ON THE SOUTHERLY LINE OF HIDDEN CREEK DRIVE; THENCE NORTH 76°26'06" EAST ALONG SAID SOUTHERLY LINE 5.28 FEET TO A POINT; THENCE SOUTHEASTERLY 36.66 FEET ALONG SAID SOUTHERLY LINE AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHWEST, WHOSE RADIUS IS 40.00 FEET AND WHOSE CHORD BEARS SOUTH 77°18'45" EAST 35.39 FEET TO A POINT; THENCE EASTERLY 123.00 FEET ALONG SAID SOUTHERLY LINE AND THE ARC OF A CURVE WHOSE CENTER LINES TO THE NORTH, WHOSE RADIUS IS 75.00 FEET AND WHOSE CHORD BEARS NORTH 81°57'30" EAST 109.67 FEET TO A POINT; THENCE SOUTH 55°01'23" EAST 75.00 FEET TO A POINT; THENCE SOUTH 27°58'25' EAST 102.99 FEET TO THE POINT OF BEGINNING. CONTAINING 0.8385 ACRES.

EXHIBIT B (2/2)

EXPANSION LANDS CONTINUED: (HIDDEN CREEK CONDOMINIUM OF MEQUON)

BUILDING AREA 8

PART OF PARCEL 1 OF CERTIFIED SURVEY MAP NO. *3294, BEING A PART OF THE SOUTHWEST 1/4 OF SECTION 27, TOWN 9 NORTH, RANGE 21 EAST, IN THE CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID 1/4 SECTION; THENCE SOUTH 01°07'47" EAST ALONG THE WEST LINE OF SAID 1/4 SECTION 824.98 FEET TO A POINT; THENCE NORTH 88°05'07" EAST 60.01 FEET TO A POINT ON THE EAST LINE OF WAUWATOSA ROAD; THENCE CONTINUING NORTH 88°05'07" EAST 932.63 FEET TO A POINT; THENCE SOUTH 01°07'49" EAST 311.36 FEET TO A POINT; THENCE SOUTH 88°32'47" WEST 321.70 FEET TO THE POINT OF BEGINNING OF LANDS TO BE DESCRIBED; THENCE CONTINUING SOUTH 88°32'47" WEST 31.30 FEET TO A POINT; THENCE NORTH 01°08'19" WEST 42.94 FEET TO A POINT; THENCE SOUTH 88°51'41" WEST 121.15 FEET TO A POINT; THENCE NORTH 24°33'54' WEST 152.88 FEET TO A POINT ON THE SOUTHERLY LINE OF HIDDEN CREEK DRIVE; THENCE NORTHEASTERLY 32.64 FEET ALONG SAID SOUTHERLY LINE AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHEAST, WHOSE RADIUS IS 170.00 FEET AND WHOSE CHORD BEARS NORTH 70°56'06" EAST 32.59 FEET TO A POINT; THENCE NORTH 76°26'06" EAST ALONG SAID SOUTHERLY LINE 166.09 FEET TO A POINT; THENCE SOUTH 05°52'34" EAST 216.87 FEET TO THE POINT OF BEGINNING. CONTAINING 0.6894 ACRES.

BUILDING AREA 9

PART OF PARCEL 1 OF CERTIFIED SURVEY MAP NO. *3294, BEING A PART OF THE SOUTHWEST 1/4 OF SECTION 27, TOWN 9 NORTH, RANGE 21 EAST, IN THE CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID 1/4 SECTION; THENCE SOUTH 01°07'47" EAST ALONG THE WEST LINE OF SAID 1/4 SECTION 824.98 FEET TO A POINT; THENCE NORTH 88°05'07" EAST 60.01 FEET TO A POINT ON THE EAST LINE OF WAUWATOSA ROAD; THENCE CONTINUING NORTH 88°05'07" EAST 932.63 FEET TO A POINT; THENCE SOUTH 01°07'49" EAST 311.36 FEET TO A POINT; THENCE SOUTH 88°32'47" WEST 321.70 FEET TO THE POINT; THENCE SOUTH 88°32'47" WEST 352.99 FEET TO A POINT; THENCE NORTH 01°08'19" WEST 42.94 FEET TO A POINT; THENCE SOUTH 88°51'41" WEST 121.15 FEET TO THE POINT OF BEGINNING OF THE LANDS TO BE DESCRIBED; THENCE SOUTH 17°37'01" WEST 109.76 FEET TO A POINT; THENCE NORTH 81°27'09" WEST 140.09 FEET TO A POINT ON THE SOUTHERLY LINE OF HIDDEN CREEK DRIVE; THENCE NORTH 06°29'55" EAST ALONG SAID SOUTHERLY LINE 88.02 FEET TO A POINT; THENCE NORTHEASTERLY 174.87 FEET ALONG SAID SOUTHERLY LINE AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHEAST, WHOSE RADIUS IS 170.00 FEET AND WHOSE CHORD BEARS NORTH 35°58'01" EAST 167.26 FEET TO A POINT; THENCE SOUTH 24°33'54" EAST 152.88 FEET TO THE POINT OF BEGINNING. CONTAINING 0.6497 ACRES.

BUILDING AREA 10

PART OF PARCEL 1 OF CERTIFIED SURVEY MAP NO. *3294, BEING A PART OF THE SOUTHWEST 1/4 OF SECTION 27, TOWN 9 NORTH, RANGE 21 EAST, IN THE CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID 1/4 SECTION; THENCE SOUTH 01°07'47" EAST ALONG THE WEST LINE OF SAID 1/4 SECTION 824.98 FEET TO A POINT; THENCE NORTH 88°05'07" EAST 60.01 FEET TO A POINT ON THE EAST LINE OF WAUWATOSA ROAD; THENCE CONTINUING NORTH 88°05'07" EAST 932.63 FEET TO A POINT; THENCE SOUTH 01°07'49" EAST 311.36 FEET TO A POINT; THENCE SOUTH 88°32'47" WEST 321.70 FEET TO THE POINT; THENCE SOUTH 88°32'47" WEST 352.99 FEET TO A POINT; THENCE NORTH 01°08'19" WEST 42.94 FEET TO A POINT; THENCE SOUTH 88°51'41" WEST 121.15 FEET TO A POINT; THENCE SOUTH 17°37'01" WEST 109.76 FEET TO THE POINT OF BEGINNING OF THE LANDS TO BE DESCRIBED; THENCE SOUTH 06°29'55" WEST 192.68 FEET TO A POINT; THENCE NORTH 69°24'56" WEST 152.40 FEET TO A POINT ON THE SOUTHERLY LINE OF HIDDEN CREEK DRIVE; THENCE NORTHERLY 63.92 FEET ALONG SAID SOUTHERLY LINE AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE WEST, WHOSE RADIUS IS 260.00 FEET AND WHOSE CHORD BEARS NORTH 13°32'29" EAST 63.76 FEET TO A POINT; THENCE NORTH 06°29'55" EAST ALONG SAID SOUTHERLY LINE 97.32 FEET TO A POINT; THENCE SOUTH 81°27'09" EAST 140.09 FEET TO THE POINT OF BEGINNING. CONTAINING 0.5748 ACRES.

*A copy of THE Recorded CERTIFIED SURVEY MAP [redacted] IS ATTACHED.

[redacted] NO. [redacted] SHED WHEN THIS [redacted]

678159 3294 VOL 23 PAGE 178

CERTIFIED SURVEY MAP NO. ____

A redivision of Parcel 1 of Certified Survey Map No. 3214, being part of the Northwest 1/4 and the Southwest 1/4 of the Southwest 1/4 of Section 27, Township 9 North, Range 21 East, in the City of Mequon, Ozaukee County, Wisconsin.

NOTES :
- ● = 1" IRON PIPE FOUND
- ○ = 1" IRON PIPE SET, WEIGHING 1.13 LBS. PER LINEAL FOOT
- (D) = DEDICATED FOR PUBLIC STREET PURPOSES

ALL DIMENSIONS ARE TO THE NEAREST HUNDREDTH OF A FOOT. SEE PAGE 3 FOR EASEMENT DIMENSIONS.

ALL BEARINGS SHOWN ARE REFERENCED TO GRID NORTH, WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE

D.O.T. APPROVAL NO. 43-181-0054-01

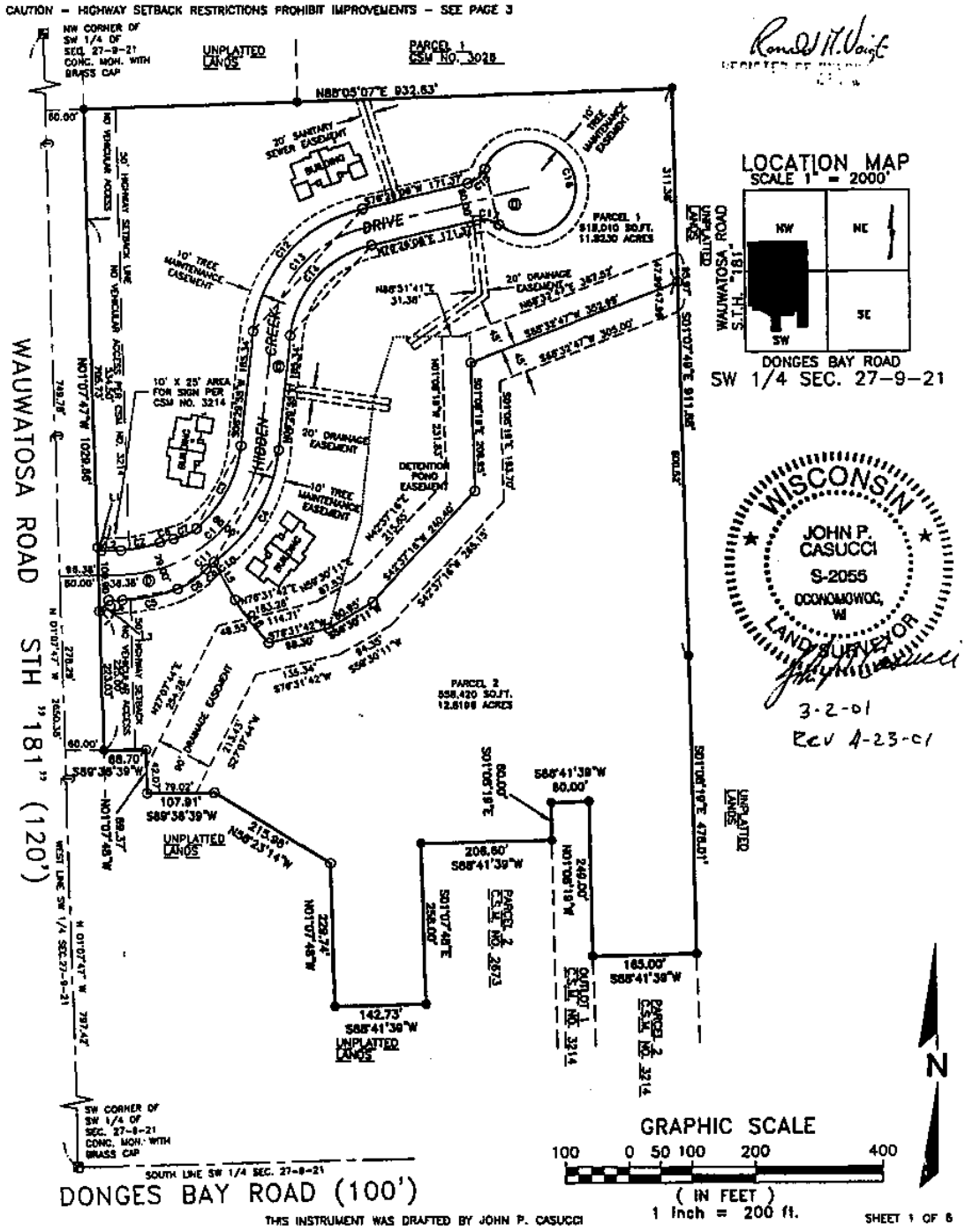
National Survey & Engineering
159307-SPCS0L2H-THD
Telephone 262-781-1000
Facsimile 262-781-8466
15745 W. Bluemound Road
Suite 200
Brookfield, WI 53005-6038
www.nsea.com

RECORDED

2001 MAY 25 PM 1:50

Ronald W. Voigt
REGISTER OF DEEDS

CAUTION - HIGHWAY SETBACK RESTRICTIONS PROHIBIT IMPROVEMENTS - SEE PAGE 3



LOCATION MAP
SCALE 1" = 2000'

SW 1/4 SEC. 27-9-21

WISCONSIN
JOHN P. CASUCCI
S-2055
OCONOMOWOC, WI
LAND SURVEYOR

3-2-01
Rev 4-23-01

THIS INSTRUMENT WAS DRAFTED BY JOHN P. CASUCCI

SHEET 1 OF 6

3294 VOL 23 PAGE 183

CERTIFIED SURVEY MAP NO.____

A redivision of Parcel 1 of Certified Survey Map No. 3214 and lands, being part of the Northwest 1/4 and the Southwest 1/4 of the Southwest 1/4 of Section 27, Town 9 North, Range 21 East, in the City of Mequon, Ozaukee County, Wisconsin.

CONSENT MORTGAGEE

We, HAROLD J. LEHNER AND NANCY L. LEHNER, mortgagees of the above-described land, does hereby consent to the surveying, dividing, mapping, and dedication of the land described on this plat, and does hereby consent to the above certificate of HIDDEN CREEK DEVELOPMENT, INC., owner.

WITNESS, the hand and seal of HAROLD J. LEHNER AND NANCY L. LEHNER, mortgagees, this 17th day of April, 2001.

HAROLD J. LEHNER

NANCY L. LEHNER

STATE OF Wisconsin }
:SS
Ozaukee COUNTY }

PERSONALLY came before me this 17th day of April, 2001, HAROLD J. LEHNER AND NANCY L. LEHNER, to me known to be the person who executed the foregoing instrument and acknowledged the same.

James P. Hamann (SEAL)
Notary Public, State of Wisconsin
My commission expires 1-18-2004

WISCONSIN
JOHN P. CASUCCI
S-2055

3-2-01
Rev 3-8-01

THIS INSTRUMENT WAS DRAFTED BY JOHN P. CASUCCI, REGISTERED LAND SURVEYOR S-2055

159307.CSM

693248

VOL 1390 PAGE 800

RECORDED

2001 NOV 16 PM 3:45

REGISTER OF DEEDS
OZAUKEE COUNTY, WI

Document Number

AMENDMENT NO. 1 TO CONDOMINIUM DECLARATION OF HIDDEN CREEK CONDOMINIUM OF MEQUON

Recording Area

Name and Return Address
Timothy E. Kronquist, Esq.
Davis & Kuelthau, s.c.
111 East Kilbourn Avenue, Suite 1400
Milwaukee, WI 53202-6613

$25

14-159-0000.000*
Parcel Identification Number (PIN)

This document was drafted by:

Timothy E. Kronquist, Esq.
Davis & Kuelthau, s.c.
111 East Kilbourn Avenue, Suite 1400
Milwaukee, WI 53202-6613

Information Professionals Co., Fond du Lac, WI
800-655-2021

AMENDMENT NO. 1 TO CONDOMINIUM DECLARATION
Supplemental Declaration to Expand
Hidden Creek Condominium of Mequon, a Condominium
City of Mequon, Ozaukee County, Wisconsin

This Amendment No. 1 to Condominium Declaration ("First Amendment") is made this 16TH day of November 2001, by Hidden Creek Development, Inc., a Wisconsin corporation (the "Declarant").

RECITALS

WHEREAS, on May 25, 2001, the Declarant executed the Declaration of Hidden Creek Condominium of Mequon, a Condominium (the "Declaration"), and the Declaration was recorded on June 4, 2001, in the Register of Deeds Office for Ozaukee County, Wisconsin, in Volume 1323 of Records, on pages 421-471 inclusive, as Document No. 678946;

WHEREAS, on June 4, 2001, the Declarant recorded the Plat of Condominium for Hidden Creek Condominium of Mequon, a Condominium (the "Plat") in the Register of Deeds Office for Ozaukee County, Wisconsin, as Condominium Plat No. 266, as Document No. 678947;

WHEREAS, Section 23.4 of the Declaration provides that, for a period of ten (10) years after the date of recording of the Declaration, the Declarant has the option to expand the Property (as that term is defined in the Declaration) in compliance with Section 703.26 of the Wisconsin Statutes (as amended), and without consent of any Unit Owner or Mortgagee (as such terms are defined in the Declaration); and

WHEREAS, the Declarant wants to amend the Declaration and add an addendum to the Plat (as such term is defined in the Declaration and herein) so as to expand the Condominium in compliance with the Declaration and applicable law.

THEREFORE, in accordance with the Declaration and Chapter 703 of the Wisconsin Statutes, the Declaration and the Plat are amended as follows:

AMENDMENT

1. Amendment to the Declaration. The Declaration is amended to include as Condominium Property the property set forth in Exhibit A attached hereto and incorporated herein. The Declaration is further amended to reflect the Additional Property (*i.e.*, expansion land) that remains and which is more particularly described in legal description set forth in Exhibit B attached hereto and incorporated herein.

2. Addendum to the Plat. The Plat as defined in Section 2. of the Declaration and as recorded with the Declaration is amended to include the Addendum No. 1 to the Plat attached hereto as Exhibit C.

3. The New Undivided Percentage Interest. In accordance with Section 6. and Section 23.4(A)(vi) of the Declaration, the new Undivided Percentage Interest, calculated in accordance with Section 6. of the Declaration, shall be one (1) divided by fourteen (14) (1/14).

4. Votes Which Each Unit May Cast in the Condominium as Expanded. Pursuant to Sections 11. and 23.4(A)(vii) of the Declaration, each Unit in the Condominium as expanded shall be entitled to one vote.

5. Miscellaneous. Pursuant to Section 23.4(A)(v) of the Declaration, upon the foregoing expansion, all references in the Declaration to "Buildings", "Building Plans", "Condominium", "Units", "Property", "Unit Owners", "Association", "Common Expenses" and all other terms which refer to the Condominium automatically shall refer to the Condominium as expanded and shall have the meaning given to them as a result of the Declaration and as modified by this First Amendment. Except as such terms and other terms relating to the Condominium may be changed by this First Amendment the Declaration shall control.

6. Designation of Units. The units shall be designated by the following unit numbers as depicted and set forth on the Addendum to Condominium Plat attached hereto as Exhibit C and incorporated herein:

Building Area 3	= Unit 10609 and Unit 10611
Building Area 5	= Unit 10627 and Unit 10629
Building Area 6	= Unit 10650 and Unit 10652
Building Area 8	= Unit 10624 and Unit 10626

IN WITNESS WHEREOF, the Declarant has caused this First Amendment to Condominium Declaration to be executed as of the date set forth above.

Hidden Creek Development, Inc. a Wisconsin corporation

By: _____ PRES.
Eric J. Lehner, President

By: _____ V.P.
Paul H. Apfelbach, Vice President

STATE OF WISCONSIN)
)
OZAUKEE COUNTY)

Personally came before me this 16TH day of November, 2001, the above-named Eric J. Lehner, to me known to be the President of Hidden Creek Development, Inc., and to me known to be the person who executed the foregoing instrument and acknowledged the same in such capacity.

Notary Public, State of Wisconsin
My Commission: Expires Jan. 18, 2004

STATE OF WISCONSIN)
)
OZAUKEE COUNTY)

Personally came before me this 16TH day of November, 2001, the above-named Paul H. Apfelbach, to me known to be the Vice President of Hidden Creek Development, Inc., and to me known to be the person who executed the foregoing instrument and acknowledged the same in such capacity.

Notary Public, State of Wisconsin
My Commission: Expires Jan. 18, 2004

This document was drafted
by and should be returned to:
Timothy E. Kronquist, Esq.
Davis & Kuelthau, S.C.
111 Kilbourn Avenue, Suite 1400
Milwaukee, WI 53202

EXHIBIT A"

HIDDEN CREEK CONDOMINIUM OF MEQUON ADDENDUM NO. 1

CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN

CONDOMINIUM PROPERTY – HIDDEN CREEK CONDOMINIUM OF MEQUON ADDENDUM NO. 1 :

BUILDING AREA 3

PART OF PARCEL 1 OF CERTIFIED SURVEY MAP NO. 3294, BEING A PART OF THE SOUTHWEST 1/4 OF SECTION 27, TOWN 9 NORTH, RANGE 21 EAST, IN THE CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID 1/4 SECTION; THENCE SOUTH 01°07'47" EAST ALONG THE WEST LINE OF SAID 1/4 SECTION 824.98 FEET TO A POINT; THENCE NORTH 88°05'07" EAST 60.01 FEET TO A POINT ON THE EAST LINE OF WAUWATOSA ROAD AND THE POINT OF BEGINNING OF THE LANDS TO BE DESCRIBED; THENCE CONTINUING NORTH 88°05'07" EAST 190.97 FEET TO A POINT; THENCE SOUTH 37°53'15" EAST 265.01 FEET TO A POINT; THENCE SOUTHWESTERLY 138.70 FEET ALONG THE NORTHERLY LINE OF HIDDEN CREEK DRIVE AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHEAST, WHOSE RADIUS IS 230.00 FEET AND WHOSE CHORD BEARS SOUTH 34°50'13" WEST 136.61 FEET TO A POINT; THENCE NORTH 72°26'20" WEST 284.31 FEET TO A POINT ON THE EAST LINE OF WAUWATOSA ROAD; THENCE NORTH 01°07'47" WEST ALONG SAID EAST LINE 229.16 FEET TO THE POINT OF BEGINNING. CONTAINING 1.7935 ACRES.

BUILDING AREA 5

PART OF PARCEL 1 OF CERTIFIED SURVEY MAP NO. 3294, BEING A PART OF THE SOUTHWEST 1/4 OF SECTION 27, TOWN 9 NORTH, RANGE 21 EAST, IN THE CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID 1/4 SECTION; THENCE SOUTH 01°07'47" EAST ALONG THE WEST LINE OF SAID 1/4 SECTION 824.98 FEET TO A POINT; THENCE NORTH 88°05'07" EAST 60.01 FEET TO A POINT ON THE EAST LINE OF WAUWATOSA ROAD; THENCE CONTINUING NORTH 88°05'07" EAST 455.17 FEET TO THE POINT OF BEGINNING OF LANDS TO BE DESCRIBED; THENCE CONTINUING NORTH 88°05'07" EAST 243.38 FEET TO A POINT; THENCE SOUTH 01°54'53" EAST 76.70 FEET TO A POINT; THENCE SOUTHWESTERLY 83.98 FEET ALONG THE NORTHERLY LINE OF HIDDEN CREEK DRIVE AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHEAST, WHOSE RADIUS IS 75.00 FEET AND WHOSE CHORD BEARS SOUTH 56°00'28" WEST 79.66 FEET TO A POINT; THENCE SOUTHWESTERLY 36.66 FEET ALONG SAID NORTHERLY LINE AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTHWEST, WHOSE RADIUS IS 40.00 FEET AND WHOSE CHORD BEARS SOUTH 50°10'58" WEST 35.39 FEET TO A POINT; THENCE SOUTH 76°26'06" WEST ALONG SAID NORTHERLY LINE 116.50 FEET TO A POINT; THENCE NORTH 13°33'54" WEST 167.72 FEET TO THE POINT OF BEGINNING. CONTAINING 0.6863 ACRES.

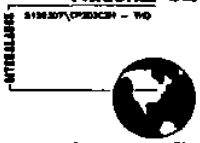
BUILDING AREA 6

PART OF PARCEL 1 OF CERTIFIED SURVEY MAP NO. 3294, BEING A PART OF THE SOUTHWEST 1/4 OF SECTION 27, TOWN 9 NORTH, RANGE 21 EAST, IN THE CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID 1/4 SECTION; THENCE SOUTH 01°07'47" EAST ALONG THE WEST LINE OF SAID 1/4 SECTION 824.98 FEET TO A POINT; THENCE NORTH 88°05'07" EAST 60.01 FEET TO A POINT ON THE EAST LINE OF WAUWATOSA ROAD; THENCE CONTINUING NORTH 88°05'07" EAST 698.55 FEET TO THE POINT OF BEGINNING OF THE LANDS TO BE DESCRIBED; THENCE CONTINUING NORTH 88°05'07" EAST 234.08 FEET TO A POINT; THENCE SOUTH 01°07'49" EAST 311.36 FEET TO A POINT; THENCE SOUTH 68°32'47" WEST 68.56 FEET TO A POINT; THENCE NORTH 27°58'25" WEST 102.99 FEET TO A POINT; THENCE NORTH 55°01'23" WEST 75.00 FEET TO A POINT ON THE SOUTHERLY LINE OF HIDDEN CREEK DRIVE; THENCE NORTHWESTERLY 166.10 FEET ALONG THE CUL-DE-SAC OF HIDDEN CREEK DRIVE AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHWEST, WHOSE RADIUS IS 75.00 FEET AND WHOSE CHORD BEARS NORTH 28°28'08" WEST 134.18 FEET TO A POINT; THENCE NORTH 01°54'53" WEST 76.70 FEET TO THE POINT OF BEGINNING. CONTAINING 1.1919 ACRES.

BUILDING AREA 8

PART OF PARCEL 1 OF CERTIFIED SURVEY MAP NO. 3294, BEING A PART OF THE SOUTHWEST 1/4 OF SECTION 27, TOWN 9 NORTH, RANGE 21 EAST, IN THE CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID 1/4 SECTION; THENCE SOUTH 01°07'47" EAST ALONG THE WEST LINE OF SAID 1/4 SECTION 824.98 FEET TO A POINT; THENCE NORTH 88°05'07" EAST 60.01 FEET TO A POINT ON THE EAST LINE OF WAUWATOSA ROAD; THENCE CONTINUING NORTH 88°05'07" EAST 932.63 FEET TO A POINT; THENCE SOUTH 01°07'49" EAST 311.36 FEET TO A POINT; THENCE SOUTH 68°32'47" WEST 321.70 FEET TO THE POINT OF BEGINNING OF LANDS TO BE DESCRIBED; THENCE CONTINUING SOUTH 68°32'47" WEST 31.30 FEET TO A POINT; THENCE NORTH 01°08'19" WEST 42.94 FEET TO A POINT; THENCE SOUTH 88°51'41" WEST 121.15 FEET TO A POINT; THENCE NORTH 24°33'54' WEST 152.88 FEET TO A POINT ON THE SOUTHERLY LINE OF HIDDEN CREEK DRIVE; THENCE NORTHEASTERLY 32.64 FEET ALONG SAID SOUTHERLY LINE AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHEAST, WHOSE RADIUS IS 170.00 FEET AND WHOSE CHORD BEARS NORTH 70°56'06" EAST 32.59 FEET TO A POINT; THENCE NORTH 76°26'06" EAST ALONG SAID SOUTHERLY LINE 166.09 FEET TO A POINT; THENCE SOUTH 05°52'34" EAST 218.87 FEET TO THE POINT OF BEGINNING.
CONTAINING 0.6894 ACRES.

National Survey & Engineering



"EXHIBIT B"

EXPANSION LANDS:

PARCEL 2 OF CERTIFIED SURVEY MAP NO. 3294, BEING A PART OF THE SOUTHWEST 1/4 OF SECTION 27, TOWN 9 NORTH, RANGE 21 EAST, IN THE CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN

BUILDING AREA 2

PART OF PARCEL 1 OF CERTIFIED SURVEY MAP NO. 3294, BEING A PART OF THE SOUTHWEST 1/4 OF SECTION 27, TOWN 9 NORTH, RANGE 21 EAST, IN THE CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF SAID 1/4 SECTION; THENCE SOUTH 01°07'47" EAST ALONG THE WEST LINE OF SAID 1/4 SECTION 824.98 FEET TO A POINT; THENCE NORTH 88°05'07" EAST 60.01 FEET TO A POINT ON THE EAST LINE OF WAUWATOSA ROAD; THENCE SOUTH 01°07'47" EAST ALONG SAID EAST LINE 229.16 FEET TO THE POINT OF BEGINNING OF THE LANDS TO BE DESCRIBED; THENCE SOUTH 72°26'20" EAST 284.31 FEET TO A POINT; THENCE SOUTHERLY 44.41 FEET ALONG THE NORTHERLY LINE OF HIDDEN CREEK DRIVE AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE EAST, WHOSE RADIUS IS 230.00 FEET AND WHOSE CHORD BEARS SOUTH 12°01'47" WEST 44.34 FEET TO A POINT; THENCE SOUTH 06°29'55" WEST ALONG SAID NORTHERLY LINE 115.98 FEET TO A POINT; THENCE NORTH 83°30'05" WEST 246.01 FEET TO A POINT ON THE EAST LINE OF WAUWATOSA ROAD; THENCE NORTH 01°07'47" WEST 216.58 FEET TO THE POINT OF BEGINNING. CONTAINING 1.1152 ACRES

BUILDING AREA 7

PART OF PARCEL 1 OF CERTIFIED SURVEY MAP NO. 3294, BEING A PART OF THE SOUTHWEST 1/4 OF SECTION 27, TOWN 9 NORTH, RANGE 21 EAST, IN THE CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF SAID 1/4 SECTION; THENCE SOUTH 01°07'47" EAST ALONG THE WEST LINE OF SAID 1/4 SECTION 824.98 FEET TO A POINT; THENCE NORTH 88°05'07" EAST 60.01 FEET TO A POINT ON THE EAST LINE OF WAUWATOSA ROAD; THENCE CONTINUING NORTH 88°05'07" EAST 932.63 FEET TO A POINT; THENCE SOUTH 01°07'49" EAST 311.36 FEET TO A POINT; THENCE SOUTH 68°32'47" WEST 68.56 FEET TO THE POINT OF BEGINNING OF THE LANDS TO BE DESCRIBED; THENCE CONTINUING SOUTH 68°32'47" WEST 253.14 FEET TO A POINT; THENCE NORTH 05°52'34" WEST 218.87 FEET TO A POINT ON THE SOUTHERLY LINE OF HIDDEN CREEK DRIVE; THENCE NORTH 76°26'06" EAST ALONG SAID SOUTHERLY LINE 5.28 FEET TO A POINT; THENCE SOUTHEASTERLY 36.66 FEET ALONG SAID SOUTHERLY LINE AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHWEST, WHOSE RADIUS IS 40.00 FEET AND WHOSE CHORD BEARS SOUTH 77°18'45" EAST 35.39 FEET TO A POINT; THENCE EASTERLY 123.00 FEET ALONG SAID SOUTHERLY LINE AND THE ARC OF A CURVE WHOSE CENTER LINES TO THE NORTH, WHOSE RADIUS IS 75.00 FEET AND WHOSE CHORD BEARS NORTH 81°57'30" EAST 109.67 FEET TO A POINT; THENCE SOUTH 55°01'23" EAST 75.00 FEET TO A POINT; THENCE SOUTH 27°58'25' EAST 102.99 FEET TO THE POINT OF BEGINNING. CONTAINING 0.8385 ACRES.

BUILDING AREA 9

PART OF PARCEL 1 OF CERTIFIED SURVEY MAP NO. 3294, BEING A PART OF THE SOUTHWEST 1/4 OF SECTION 27, TOWN 9 NORTH, RANGE 21 EAST, IN THE CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF SAID 1/4 SECTION; THENCE SOUTH 01°07'47" EAST ALONG THE WEST LINE OF SAID 1/4 SECTION 824.98 FEET TO A POINT; THENCE NORTH 88°05'07" EAST 60.01 FEET TO A POINT ON THE EAST LINE OF WAUWATOSA ROAD; THENCE CONTINUING NORTH 88°05'07" EAST 932.63 FEET TO A POINT; THENCE SOUTH 01°07'49" EAST 311.36 FEET TO A POINT; THENCE SOUTH 68°32'47" WEST 321.70 FEET TO THE POINT; THENCE SOUTH 68°32'47" WEST 352.99 FEET TO A POINT; THENCE NORTH 01°08'19" WEST 42.94 FEET TO A POINT; THENCE SOUTH 88°51'41" WEST 121.15 FEET TO THE POINT OF BEGINNING OF THE LANDS TO BE DESCRIBED; THENCE SOUTH 17°37'01" WEST 109.76 FEET TO A POINT; THENCE NORTH 81°27'09" WEST 140.09 FEET TO A POINT ON THE SOUTHERLY LINE OF HIDDEN CREEK DRIVE; THENCE NORTH 06°29'55" EAST ALONG SAID SOUTHERLY LINE 88.02 FEET TO A POINT; THENCE NORTHEASTERLY 174.87 FEET ALONG SAID SOUTHERLY LINE AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHEAST, WHOSE RADIUS IS 170.00 FEET AND WHOSE CHORD BEARS NORTH 35°58'01" EAST 167.26 FEET TO A POINT; THENCE SOUTH 24°33'54" EAST 152.88 FEET TO THE POINT OF BEGINNING. CONTAINING 0.6497 ACRES.

BUILDING AREA 10

PART OF PARCEL 1 OF CERTIFIED SURVEY MAP NO. 3294, BEING A PART OF THE SOUTHWEST 1/4 OF SECTION 27, TOWN 9 NORTH, RANGE 21 EAST, IN THE CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF SAID 1/4 SECTION; THENCE SOUTH 01°07'47" EAST ALONG THE WEST LINE OF SAID 1/4 SECTION 824.98 FEET TO A POINT; THENCE NORTH 88°05'07" EAST 60.01 FEET TO A POINT ON THE EAST LINE OF WAUWATOSA ROAD; THENCE CONTINUING NORTH 88°05'07" EAST 932.63 FEET TO A POINT; THENCE SOUTH 01°07'49" EAST 311.36 FEET TO A POINT; THENCE SOUTH 68°32'47" WEST 321.70 FEET TO THE POINT; THENCE SOUTH 68°32'47" WEST 352.99 FEET TO A POINT; THENCE NORTH 01°08'19" WEST 42.94 FEET TO A POINT; THENCE SOUTH 88°51'41" WEST 121.15 FEET TO A POINT; THENCE SOUTH 17°37'01" WEST 109.76 FEET TO THE POINT OF BEGINNING OF THE LANDS TO BE DESCRIBED; THENCE SOUTH 06°29'55" WEST 192.68 FEET TO A POINT; THENCE NORTH 69°24'56" WEST 152.40 FEET TO A POINT ON THE SOUTHERLY LINE OF HIDDEN CREEK DRIVE; THENCE NORTHERLY 63.92 FEET ALONG SAID SOUTHERLY LINE AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE WEST, WHOSE RADIUS IS 260.00 FEET AND WHOSE CHORD BEARS NORTH 13°32'29" EAST 63.76 FEET TO A POINT; THENCE NORTH 06°29'55" EAST ALONG SAID SOUTHERLY LINE 97.32 FEET TO A POINT; THENCE SOUTH 81°27'09" EAST 140.09 FEET TO THE POINT OF BEGINNING. CONTAINING 0.5748 ACRES.

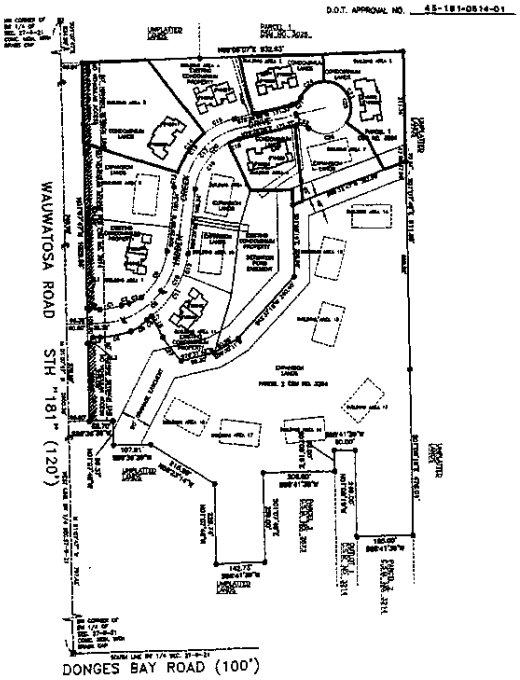
VOL 1390 PAGE 806

EXHIBIT "C" (1/12)

EXHIBIT "C" 1/12

EXHIBIT "C"

D.O.T. APPROVAL NO. 45-181-0814-01



HIDDEN CREEK CONDOMINIUM OF MEQUON ADDENDUM NO. 1

CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN

TRANS 233 RESTRICTIONS

SIGN AREA
One project identity sign permitted in the area designated on Sheet 1 of Certified Survey Map No. 3294. In the event that the Department of Transportation needs to acquire lands within the setback areas, the Department is not required to pay compensation, relocation costs or damages.

HIGHWAY SETBACK RESTRICTION
No improvements (except as shown) or structures are allowed between the right-of-way line and the highway setback line. Improvements and structures include, but are not limited to, signs, parking areas, driveways, walks, septic systems, drainage facilities, buildings and remodeling, additions, or expansion. It is expressly intended that this restriction is for the benefit of the public as provided in section 236.293, Wisconsin Statutes, and shall be enforceable by the Wisconsin Department of Transportation or its designee. Contact the Wisconsin Department of Transportation for more information.

ACCESS RESTRICTION
Except as shown, HIDDEN CREEK DEVELOPMENT, INC., as owner hereby restricts all lots and blocks so that no owner, possessor, user, licensee or other person may have any right of direct vehicular ingress from or egress to any highway lying within the right-of-way of S.T.H. 181, as shown on the land division map. It is expressly intended that this restriction constitutes a restriction for the benefit of the public as provided in s. 236.293, Stats., and shall be enforceable by the department or its designee.

NOISE ABATEMENT
The lots of this land division may experience noise of levels exceeding the levels in s. Trans 405.04 Table 1. These levels are based on federal standards. The department of transportation is not responsible for abating noise from existing state trunk highways or connecting highways. In the absence of any increase by the department to the highway's through-lane capacity.

NOTES :

1. SEE SECTION 7 OF THE DECLARATION OF CONDOMINIUM FOR DESIGNATION OF THE LIMITED COMMON ELEMENTS.
2. ALL AREAS WITHIN THE CONDOMINIUM AND OUTSIDE OF THE UNITS, EXCEPT THOSE AREAS DESIGNATED AS LIMITED COMMON ELEMENTS, ARE COMMON ELEMENTS.
3. BEARINGS REFER TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE.
4. SEE PAGE 2 FOR DETAILED BUILDING AREA DIMENSIONS.
5. THE DEVELOPER RESERVES THE RIGHT TO VARY THE TYPE AND ORIENTATION OF THE BUILDINGS IN THE EXPANSION LANDS.

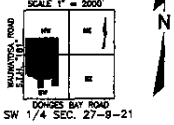
● – DENOTES 1" IRON PIPE

▭ – DENOTES PROPOSED PAD FOR BUILDING

CURVE TABLE					
CURVE	LENGTH	RADIUS	CHORD BEARING	CHORD	DELTA ANGLE
C1	65.11	190.50	N78°04'41"E	64.80	19°35'03"
C2	22.32	119.00	S74°39'31"W	22.28	10°44'45"
C3	41.01	81.00	N65°31'40"E	40.57	29°00'24"
C4	92.13	269.50	N78°04'41"E	91.67	19°35'03"
C5	55.11	119.00	N55°46'39"E	54.59	27°00'59"
C6	16.31	81.00	S48°02'13"W	16.28	11°32'07"
C7	0.04	81.00	S53°49'10"W	0.04	0°01'48"
C8	330.58	230.00	N47°41'03"E	302.91	82°22'17"
C9	155.43	200.00	N28°45'42"E	151.54	44°31'34"
C10	214.80	260.00	N30°06'56"E	208.75	47°20'09"
C11	150.88	260.00	N37°12'34"E	148.78	33°15'00"
C12	63.92	260.00	N13°32'25"E	63.76	14°05'09"
C13	44.41	230.00	S12°01'47"W	44.34	11°03'45"
C14	138.70	230.00	S34°50'13"W	136.61	34°33'05"
C15	97.64	230.00	S64°18'28"W	96.91	24°19'21"
C16	260.74	230.00	S41°28'00"W	253.64	65°56'11"
C17	244.12	200.00	S41°28'00"W	229.25	69°56'11"
C18	32.64	170.00	S79°56'06"W	32.59	11°00'00"
C19	174.87	170.00	S38°56'01"W	167.36	58°56'12"
C20	207.51	170.00	S41°28'00"W	194.88	69°54'11"
C21	36.86	40.00	N80°10'38"E	35.39	52°30'17"
C22	36.68	40.00	N77°18'45"W	35.39	52°30'17"
C23	165.10	75.00	N25°28'06"W	134.18	126°13'30"
C24	83.95	75.00	S84°00'28"W	79.86	64°09'18"
C25	373.08	75.00	N13°33'54"W	91.30	285°00'34"
C26	123.00	75.00	N81°57'30"E	109.67	93°57'46"
C27	85.71	310.00	S37°27'03"E	85.43	15°50'27"

LINE TABLE		
LINE	BEARING	LENGTH
L1	S45°48'48"E	7.55'
L2	N89°56'16"E	20.00'
L3	S44°43'59"E	28.26'
L4	N89°56'16"E	22.08'
L5	S39°21'24"E	58.65'

LOCATION MAP
SCALE 1" = 2000'



GRAPHIC SCALE
100 0 50 100 200 400
(IN FEET)
1 inch = 200 ft.

I, JOHN P. CASUCCI, RLS, DO HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THIS SURVEY IS AN ACCURATE REPRESENTATION OF THE EXTERIOR BOUNDARY LINES AND THE LOCATIONS OF EXISTING BUILDINGS AND IMPROVEMENTS AND PROPOSED BUILDINGS AS APPROVED BY THE OWNER(S) UPON THE SAID PROPERTY; THIS CONDOMINIUM PLAT IS A CORRECT REPRESENTATION OF HIDDEN CREEK CONDOMINIUM OF MEQUON ADDENDUM NO. 1 AND THE IDENTIFICATION AND LOCATION OF EACH UNIT, AND TO THE EXTENT POSSIBLE, THE COMMON ELEMENTS CAN BE DETERMINED FROM THE PLAT. THE DIAGRAMMATIC FLOOR PLANS SHOW ONLY THE APPROXIMATE DIMENSIONS, FLOOR AREAS AND LOCATION OF EACH UNIT.

John P. Casucci, RLS, S-2055 — Date: March 15, 2000

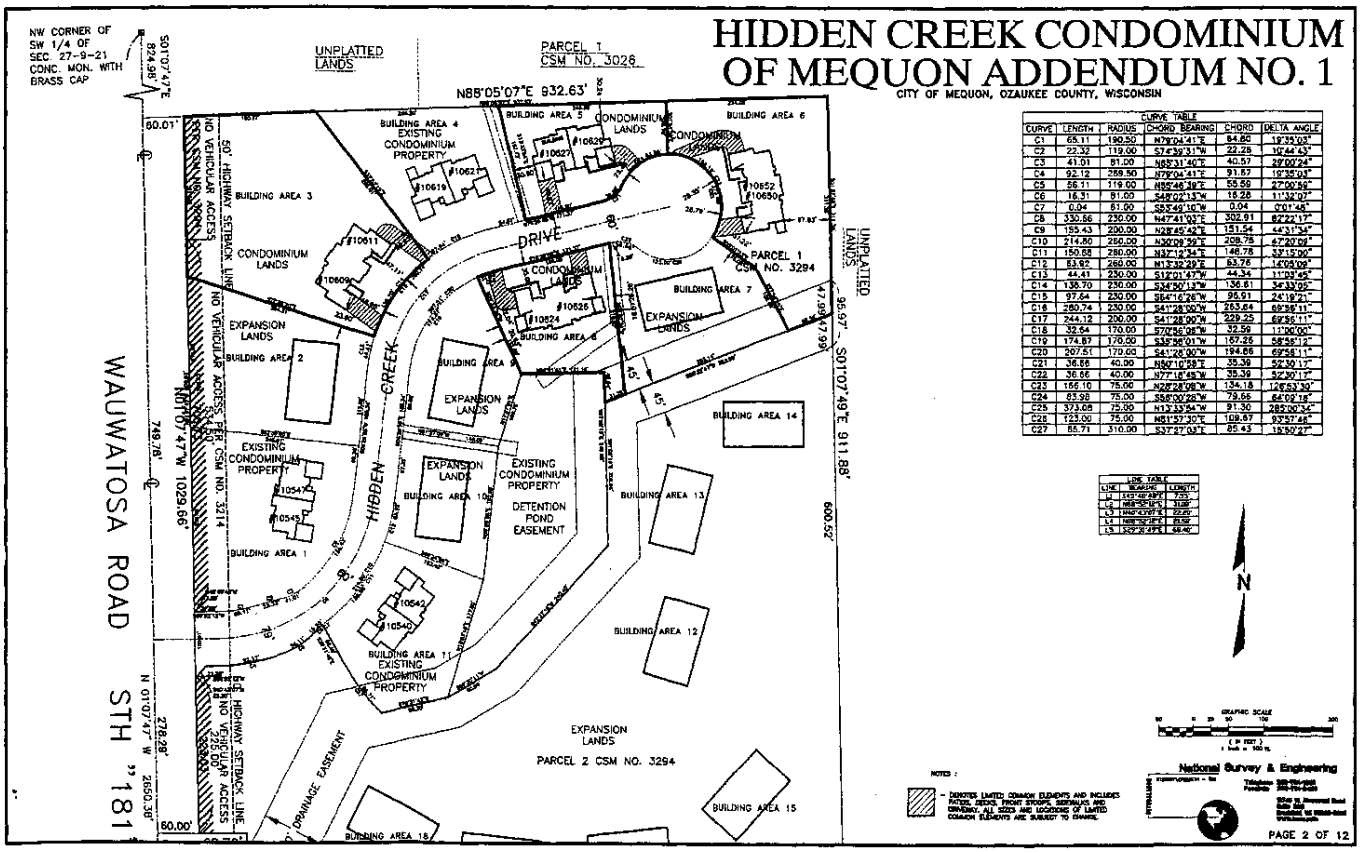
WISCONSIN JOHN P. CASUCCI S-2055 CONSULTANTS INC. LAND SURVEYOR

National Survey & Engineering

THIS INSTRUMENT WAS DRAFTED BY JOHN P. CASUCCI, RLS

HIDDEN CREEK CONDOMINIUM OF MEQUON ADDENDUM NO. 1

CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN



CURVE TABLE					
CURVE	LENGTH	RADIUS	CHORD BEARING	CHORD	DELTA ANGLE
C1	65.11	190.50	N79°04'41"E	64.80	19°35'03"
C2	22.32	119.00	S74°39'31"W	22.28	10°44'43"
C3	41.01	81.00	N83°31'40"E	40.57	29°00'24"
C4	92.12	269.50	N79°04'41"E	91.67	19°35'03"
C5	56.11	119.00	N85°46'38"E	55.59	27°00'59"
C6	16.31	81.00	S48°02'13"W	16.28	11°32'07"
C7	0.04	81.00	S53°49'10"W	0.04	0°01'48"
C8	330.86	230.00	N47°41'03"E	302.91	82°22'17"
C9	155.43	200.00	N28°45'42"E	151.54	44°31'54"
C10	214.80	250.00	N30°09'59"E	208.78	67°20'09"
C11	150.68	280.00	N31°12'34"E	148.78	33°15'00"
C12	83.92	280.00	N13°32'29"E	83.76	14°05'09"
C13	44.41	230.00	S12°01'47"W	44.34	11°03'45"
C14	138.70	230.00	S34°50'12"W	136.61	34°33'05"
C15	97.64	230.00	S64°16'26"W	96.91	24°19'21"
C16	280.74	230.00	S41°28'00"W	263.64	69°56'11"
C17	244.12	200.00	S41°28'00"W	229.25	69°56'11"
C18	32.64	170.00	S70°56'06"W	32.59	11°00'00"
C19	174.87	170.00	S35°56'01"W	167.25	58°55'12"
C20	207.51	170.00	S41°28'00"W	194.66	69°56'11"
C21	36.66	40.00	N56°16'58"E	35.39	52°30'17"
C22	36.66	40.00	N77°16'45"W	35.39	52°30'17"
C23	166.10	75.00	N28°28'08"W	134.18	126°53'30"
C24	85.98	75.00	S56°00'26"W	79.56	64°09'18"
C25	373.05	75.00	N12°33'54"W	91.30	285°00'34"
C26	123.00	75.00	N51°57'30"E	109.67	93°57'46"
C27	85.71	310.00	S37°27'03"E	85.43	15°50'27"

LINE TABLE		
LINE	BEARING	LENGTH
L1	S01°07'49"E	7.50'
L2	N88°52'11"E	31.00'
L3	N40°47'07"E	22.20'
L4	N88°52'11"E	83.00'
L5	S32°39'49"E	68.40'

NOTES :
- DENOTES LIMITED COMMON ELEMENTS AND INCLUDES PATIOS, DECKS, FRONT STOOPS, SIDEWALKS AND DRIVEWAY. ALL SIZES AND LOCATIONS OF LIMITED COMMON ELEMENTS ARE SUBJECT TO CHANGE.

GRAPHIC SCALE
50 0 25 50 100 200
(IN FEET)
1 inch = 100 ft.

National Survey & Engineering

HIDDEN CREEK CONDOMINIUM OF MEQUON ADDENDUM NO. 1

CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN

LEGAL DESCRIPTION OF HIDDEN CREEK CONDOMINIUM OF MEQUON
INCLUDING CONDOMINIUM PROPERTY AND EXPANSION LANDS

PART OF PARCEL 1 & 2 OF CERTIFIED SURVEY MAP NO. 3294, BEING A PART OF THE SOUTHWEST 1/4 OF SECTION 27, TOWN 9 NORTH, RANGE 21 EAST, IN THE CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN

EXISTING CONDOMINIUM PROPERTY – HIDDEN CREEK CONDOMINIUM OF MEQUON :

BUILDING AREA 1

PART OF PARCEL 1 OF CERTIFIED SURVEY MAP NO. 3294, BEING A PART OF THE SOUTHWEST 1/4 OF SECTION 27, TOWN 9 NORTH, RANGE 21 EAST, IN THE CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID 1/4 SECTION; THENCE SOUTH 01°07'47" EAST ALONG THE WEST LINE OF SAID 1/4 SECTION 824.98 FEET TO A POINT; THENCE NORTH 88°05'07" EAST 60.01 FEET TO A POINT ON THE EAST LINE OF WAUWATOSA ROAD; THENCE SOUTH 01°07'47" EAST ALONG SAID EAST LINE 513.74 FEET TO THE POINT OF BEGINNING OF THE LANDS TO BE DESCRIBED; THENCE SOUTH 83°30'05" EAST 248.01 FEET TO A POINT; THENCE SOUTH 09°29'55" WEST ALONG THE NORTHERLY LINE OF HIDDEN CREEK DRIVE 86.36 FEET TO A POINT; THENCE SOUTHWESTERLY 153.43 FEET ALONG SAID NORTHERLY LINE AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTHWEST, WHOSE RADIUS IS 230.00 FEET AND WHOSE CHORD BEARS SOUTH 28°45'42" WEST 150.64 FEET TO A POINT; THENCE SOUTHWESTERLY 41.01 FEET ALONG SAID NORTHERLY LINE AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTHWEST, WHOSE RADIUS IS 81.00 FEET AND WHOSE CHORD BEARS SOUTH 55°31'40" WEST 40.57 FEET TO A POINT; THENCE WESTERLY 22.32 FEET ALONG SAID NORTHERLY LINE AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHEAST, WHOSE RADIUS IS 119.00 FEET AND WHOSE CHORD BEARS SOUTH 76°39'31" WEST 22.28 FEET TO A POINT; THENCE WESTERLY 65.11 FEET ALONG SAID NORTHERLY LINE AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTHWEST, WHOSE RADIUS IS 190.50 FEET AND WHOSE CHORD BEARS SOUTH 76°04'41" WEST 64.80 FEET TO A POINT; THENCE SOUTH 86°52'12" WEST ALONG SAID NORTHERLY LINE 31.08 FEET TO A POINT; THENCE NORTH 48°48'48" WEST 7.55 FEET TO A POINT ON THE EAST LINE OF WAUWATOSA ROAD; THENCE NORTH 01°07'47" WEST ALONG SAID EAST LINE 258.99 FEET TO THE POINT OF BEGINNING. CONTAINING 1.1845 ACRES.

BUILDING AREA 4

PART OF PARCEL 1 OF CERTIFIED SURVEY MAP NO. 3294, BEING A PART OF THE SOUTHWEST 1/4 OF SECTION 27, TOWN 9 NORTH, RANGE 21 EAST, IN THE CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID 1/4 SECTION; THENCE SOUTH 01°07'47" EAST ALONG THE WEST LINE OF SAID 1/4 SECTION 824.98 FEET TO A POINT; THENCE NORTH 88°05'07" EAST 60.01 FEET TO A POINT ON THE EAST LINE OF WAUWATOSA ROAD; THENCE CONTINUING NORTH 88°05'07" EAST 180.87 FEET TO THE POINT OF BEGINNING OF LANDS TO BE DESCRIBED; THENCE CONTINUING NORTH 88°05'07" EAST 264.00 FEET TO A POINT; THENCE SOUTH 13°33'54" EAST 167.72 FEET TO A POINT; THENCE SOUTH 76°26'06" WEST ALONG THE NORTHERLY LINE OF HIDDEN CREEK DRIVE 54.87 FEET TO A POINT; THENCE SOUTHWESTERLY 97.64 FEET ALONG SAID NORTHERLY LINE AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHEAST, WHOSE RADIUS IS 230.00 FEET AND WHOSE CHORD BEARS SOUTH 64°16'28" WEST 96.91 FEET TO A POINT; THENCE NORTH 37°31'15" WEST 245.01 FEET TO THE POINT OF BEGINNING. CONTAINING 0.9176 ACRES.

BUILDING AREA 11

PART OF PARCEL 1 OF CERTIFIED SURVEY MAP NO. 3294, BEING A PART OF THE SOUTHWEST 1/4 OF SECTION 27, TOWN 9 NORTH, RANGE 21 EAST, IN THE CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID 1/4 SECTION; THENCE SOUTH 01°07'47" EAST ALONG THE WEST LINE OF SAID 1/4 SECTION 824.98 FEET TO A POINT; THENCE NORTH 88°05'07" EAST 60.01 FEET TO A POINT ON THE EAST LINE OF WAUWATOSA ROAD; THENCE CONTINUING NORTH 88°05'07" EAST 932.63 FEET TO A POINT; THENCE SOUTH 01°07'49" EAST 311.36 FEET TO A POINT; THENCE SOUTH 88°32'47" WEST 321.70 FEET TO THE POINT; THENCE SOUTH 88°32'47" WEST 352.99 FEET TO A POINT; THENCE NORTH 01°08'19" WEST 42.94 FEET TO A POINT; THENCE SOUTH 88°51'41" WEST 121.15 FEET TO A POINT; THENCE SOUTH 17°37'01" WEST 109.78 FEET TO THE POINT; THENCE SOUTH 09°29'58" WEST 182.86 FEET TO THE POINT OF BEGINNING OF THE LANDS TO BE DESCRIBED; THENCE SOUTH 18°53'16" WEST 177.00 FEET TO A POINT; THENCE SOUTH 78°31'42" WEST 86.30 FEET TO A POINT; THENCE NORTHWESTERLY 85.71 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTHEAST, WHOSE RADIUS IS 310.00 FEET AND WHOSE CHORD BEARS NORTH 37°27'07" WEST 85.43 FEET TO A POINT; THENCE NORTH, 29°31'48" WEST 68.40 FEET TO A POINT ON THE SOUTHERLY LINE OF HIDDEN CREEK DRIVE; THENCE NORTHEASTERLY 0.04 FEET ALONG SAID SOUTHERLY LINE AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHEAST, WHOSE RADIUS IS 81.00 FEET AND WHOSE CHORD BEARS NORTH 53°49'10" EAST 0.04 FEET TO A POINT; THENCE NORTHEASTERLY 150.88 FEET ALONG SAID SOUTHERLY LINE AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTHWEST, WHOSE RADIUS IS 280.00 FEET AND WHOSE CHORD BEARS NORTH 37°12'34" EAST 148.78 FEET TO A POINT; THENCE SOUTH 69°24'56" EAST 152.40 FEET TO THE POINT OF BEGINNING. CONTAINING 0.8139 ACRES.

DETENTION POND EASEMENT AREA

PART OF PARCEL 1 OF CERTIFIED SURVEY MAP NO. 3294, BEING A PART OF THE SOUTHWEST 1/4 OF SECTION 27, TOWN 9 NORTH, RANGE 21 EAST, IN THE CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID 1/4 SECTION; THENCE SOUTH 01°07'47" EAST ALONG THE WEST LINE OF SAID 1/4 SECTION 824.98 FEET TO A POINT; THENCE NORTH 88°05'07" EAST 60.01 FEET TO A POINT ON THE EAST LINE OF WAUWATOSA ROAD; THENCE CONTINUING NORTH 88°05'07" EAST 932.63 FEET TO A POINT; THENCE SOUTH 01°07'49" EAST 311.36 FEET TO A POINT; THENCE SOUTH 88°32'47" WEST 352.99 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 01°08'19" WEST 209.98 FEET TO A POINT; THENCE SOUTH 42°37'15" WEST 240.40 FEET TO A POINT; THENCE SOUTH 88°30'11" WEST 80.86 FEET TO A POINT; THENCE NORTH 18°53'16" EAST 177.00 FEET TO A POINT; THENCE NORTH 09°29'58" EAST 182.86 FEET TO A POINT; THENCE NORTH 17°37'01" EAST 109.78 FEET TO A POINT; THENCE NORTH 88°51'41" EAST 121.15 FEET TO A POINT; THENCE SOUTH 01°08'19" EAST 42.94 FEET TO THE POINT OF BEGINNING. CONTAINING 1.3674 ACRES.

CONDOMINIUM PROPERTY – HIDDEN CREEK CONDOMINIUM OF MEQUON ADDENDUM NO. 1 :

BUILDING AREA 3

PART OF PARCEL 1 OF CERTIFIED SURVEY MAP NO. 3294, BEING A PART OF THE SOUTHWEST 1/4 OF SECTION 27, TOWN 9 NORTH, RANGE 21 EAST, IN THE CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID 1/4 SECTION; THENCE SOUTH 01°07'47" EAST ALONG THE WEST LINE OF SAID 1/4 SECTION 824.98 FEET TO A POINT; THENCE NORTH 88°05'07" EAST 60.01 FEET TO A POINT ON THE EAST LINE OF WAUWATOSA ROAD AND THE POINT OF BEGINNING OF THE LANDS TO BE DESCRIBED; THENCE CONTINUING NORTH 88°05'07" EAST 190.97 FEET TO A POINT; THENCE SOUTH 37°53'15" EAST 265.01 FEET TO A POINT; THENCE SOUTHWESTERLY 138.70 FEET ALONG THE NORTHERLY LINE OF HIDDEN CREEK DRIVE AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHEAST, WHOSE RADIUS IS 230.00 FEET AND WHOSE CHORD BEARS SOUTH 34°50'13" WEST 136.61 FEET TO A POINT; THENCE NORTH 72°28'20" WEST 284.31 FEET TO A POINT ON THE EAST LINE OF WAUWATOSA ROAD; THENCE NORTH 01°07'47" WEST ALONG SAID EAST LINE 229.16 FEET TO THE POINT OF BEGINNING. CONTAINING 1.7935 ACRES.

BUILDING AREA 5

PART OF PARCEL 1 OF CERTIFIED SURVEY MAP NO. 3294, BEING A PART OF THE SOUTHWEST 1/4 OF SECTION 27, TOWN 9 NORTH, RANGE 21 EAST, IN THE CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID 1/4 SECTION; THENCE SOUTH 01°07'47" EAST ALONG THE WEST LINE OF SAID 1/4 SECTION 824.98 FEET TO A POINT; THENCE NORTH 88°05'07" EAST 60.01 FEET TO A POINT ON THE EAST LINE OF WAUWATOSA ROAD; THENCE CONTINUING NORTH 88°05'07" EAST 455.17 FEET TO THE POINT OF BEGINNING OF LANDS TO BE DESCRIBED; THENCE CONTINUING NORTH 88°05'07" EAST 243.38 FEET TO A POINT; THENCE SOUTH 01°54'53" EAST 76.70 FEET TO A POINT; THENCE SOUTHWESTERLY 83.98 FEET ALONG THE NORTHERLY LINE OF HIDDEN CREEK DRIVE AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTH-EAST, WHOSE RADIUS IS 75.00 FEET AND WHOSE CHORD BEARS SOUTH 55°20'25" WEST 79.68 FEET TO A POINT; THENCE SOUTHWESTERLY 36.65 FEET ALONG SAID NORTHERLY LINE AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTHWEST, WHOSE RADIUS IS 40.00 FEET AND WHOSE CHORD BEARS SOUTH 30°10'58" WEST 35.39 FEET TO A POINT; THENCE SOUTH 76°26'06" WEST ALONG SAID NORTHERLY LINE 115.50 FEET TO A POINT; THENCE NORTH 13°33'54" WEST 167.72 FEET TO THE POINT OF BEGINNING. CONTAINING 0.6863 ACRES.

BUILDING AREA 6

PART OF PARCEL 1 OF CERTIFIED SURVEY MAP NO. 3294, BEING A PART OF THE SOUTHWEST 1/4 OF SECTION 27, TOWN 9 NORTH, RANGE 21 EAST, IN THE CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID 1/4 SECTION; THENCE SOUTH 01°07'47" EAST ALONG THE WEST LINE OF SAID 1/4 SECTION 824.98 FEET TO A POINT; THENCE NORTH 88°05'07" EAST 60.01 FEET TO A POINT ON THE EAST LINE OF WAUWATOSA ROAD; THENCE CONTINUING NORTH 88°05'07" EAST 698.66 FEET TO THE POINT OF BEGINNING OF THE LANDS TO BE DESCRIBED; THENCE CONTINUING NORTH 88°05'07" EAST 234.08 FEET TO A POINT; THENCE SOUTH 01°07'49" EAST 311.36 FEET TO A POINT; THENCE SOUTH 88°32'47" WEST 88.56 FEET TO A POINT; THENCE NORTH 27°58'25" WEST 102.99 FEET TO A POINT; THENCE NORTH 55°01'23" WEST 75.00 FEET TO A POINT ON THE SOUTHERLY LINE OF HIDDEN CREEK DRIVE; THENCE NORTHWESTERLY 156.10 FEET ALONG THE CUL-DE-SAC OF HIDDEN CREEK DRIVE AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHWEST, WHOSE RADIUS IS 75.00 FEET AND WHOSE CHORD BEARS NORTH 28°28'06" WEST 134.18 FEET TO A POINT; THENCE NORTH 01°54'53" WEST 78.70 FEET TO THE POINT OF BEGINNING. CONTAINING 1.1919 ACRES.

BUILDING AREA 8

PART OF PARCEL 1 OF CERTIFIED SURVEY MAP NO. 3294, BEING A PART OF THE SOUTHWEST 1/4 OF SECTION 27, TOWN 9 NORTH, RANGE 21 EAST, IN THE CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID 1/4 SECTION; THENCE SOUTH 01°07'47" EAST ALONG THE WEST LINE OF SAID 1/4 SECTION 824.98 FEET TO A POINT; THENCE NORTH 88°05'07" EAST 60.01 FEET TO A POINT ON THE EAST LINE OF WAUWATOSA ROAD; THENCE CONTINUING NORTH 88°05'07" EAST 932.63 FEET TO A POINT; THENCE SOUTH 01°07'49" EAST 311.36 FEET TO A POINT; THENCE SOUTH 88°32'47" WEST 321.70 FEET TO A POINT; THENCE NORTH 01°08'19" WEST 42.94 FEET TO A POINT; THENCE SOUTH 88°51'41" WEST 121.15 FEET TO A POINT; THENCE NORTH 24°33'54" WEST 152.86 FEET TO A POINT ON THE SOUTHERLY LINE OF HIDDEN CREEK DRIVE; THENCE NORTHEASTERLY 32.64 FEET ALONG SAID SOUTHERLY LINE AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHEAST, WHOSE RADIUS IS 170.00 FEET AND WHOSE CHORD BEARS NORTH 70°56'06" EAST 32.59 FEET TO A POINT; THENCE NORTH 76°26'06" EAST ALONG SAID SOUTHERLY LINE 166.09 FEET TO A POINT; THENCE SOUTH 05°52'34" EAST 218.87 FEET TO THE POINT OF BEGINNING.
CONTAINING 0.6894 ACRES.

National Survey & Engineering

HIDDEN CREEK CONDOMINIUM OF MEQUON ADDENDUM NO. 1

CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN

EXPANSION LANDS:

PARCEL 2 OF CERTIFIED SURVEY MAP NO. 3294, BEING A PART OF THE SOUTHWEST 1/4 OF SECTION 27, TOWN 9 NORTH, RANGE 21 EAST, IN THE CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN

BUILDING AREA 2

PART OF PARCEL 1 OF CERTIFIED SURVEY MAP NO. 3294, BEING A PART OF THE SOUTHWEST 1/4 OF SECTION 27, TOWN 9 NORTH, RANGE 21 EAST, IN THE CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF SAID 1/4 SECTION; THENCE SOUTH 01°07'47" EAST ALONG THE WEST LINE OF SAID 1/4 SECTION 824.98 FEET TO A POINT; THENCE NORTH 88°05'07" EAST 60.01 FEET TO A POINT ON THE EAST LINE OF WAUWATOSA ROAD; THENCE SOUTH 01°07'47" EAST ALONG SAID EAST LINE 229.16 FEET TO THE POINT OF BEGINNING OF THE LANDS TO BE DESCRIBED; THENCE SOUTH 72°26'20" EAST 284.31 FEET TO A POINT; THENCE SOUTHERLY 44.41 FEET ALONG THE NORTHERLY LINE OF HIDDEN CREEK DRIVE AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE EAST, WHOSE RADIUS IS 230.00 FEET AND WHOSE CHORD BEARS SOUTH 12°01'47" WEST 44.34 FEET TO A POINT; THENCE SOUTH 06°29'55" WEST ALONG SAID NORTHERLY LINE 115.98 FEET TO A POINT; THENCE NORTH 83°30'05" WEST 245.01 FEET TO A POINT ON THE EAST LINE OF WAUWATOSA ROAD; THENCE NORTH 01°07'47" WEST 216.58 FEET TO THE POINT OF BEGINNING. CONTAINING 1.1152 ACRES

BUILDING AREA 7

PART OF PARCEL 1 OF CERTIFIED SURVEY MAP NO. 3294, BEING A PART OF THE SOUTHWEST 1/4 OF SECTION 27, TOWN 9 NORTH, RANGE 21 EAST, IN THE CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF SAID 1/4 SECTION; THENCE SOUTH 01°07'47" EAST ALONG THE WEST LINE OF SAID 1/4 SECTION 824.98 FEET TO A POINT; THENCE NORTH 88°05'07" EAST 60.01 FEET TO A POINT ON THE EAST LINE OF WAUWATOSA ROAD; THENCE CONTINUING NORTH 88°05'07" EAST 932.63 FEET TO A POINT; THENCE SOUTH 01°07'49" EAST 311.36 FEET TO A POINT; THENCE SOUTH 68°32'47" WEST 66.56 FEET TO THE POINT OF BEGINNING OF THE LANDS TO BE DESCRIBED; THENCE CONTINUING SOUTH 68°32'47" WEST 253.14 FEET TO A POINT; THENCE NORTH 05°52'34" WEST 218.87 FEET TO A POINT ON THE SOUTHERLY LINE OF HIDDEN CREEK DRIVE; THENCE NORTH 78°26'06" EAST ALONG SAID SOUTHERLY LINE 5.28 FEET TO A POINT; THENCE SOUTHEASTERLY 36.86 FEET ALONG SAID SOUTHERLY LINE AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHWEST, WHOSE RADIUS IS 40.00 FEET AND WHOSE CHORD BEARS SOUTH 77°16'45" EAST 35.39 FEET TO A POINT; THENCE EASTERLY 123.00 FEET ALONG SAID SOUTHERLY LINE AND THE ARC OF A CURVE WHOSE CENTER LINES TO THE NORTH, WHOSE RADIUS IS 75.00 FEET AND WHOSE CHORD BEARS NORTH 81°57'30" EAST 109.67 FEET TO A POINT; THENCE SOUTH 55°01'23" EAST 75.00 FEET TO A POINT; THENCE SOUTH 27°58'25" EAST 102.59 FEET TO THE POINT OF BEGINNING. CONTAINING 0.8385 ACRES.

BUILDING AREA 9

PART OF PARCEL 1 OF CERTIFIED SURVEY MAP NO. 3294, BEING A PART OF THE SOUTHWEST 1/4 OF SECTION 27, TOWN 9 NORTH, RANGE 21 EAST, IN THE CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF SAID 1/4 SECTION; THENCE SOUTH 01°07'47" EAST ALONG THE WEST LINE OF SAID 1/4 SECTION 824.98 FEET TO A POINT; THENCE NORTH 88°05'07" EAST 60.01 FEET TO A POINT ON THE EAST LINE OF WAUWATOSA ROAD; THENCE CONTINUING NORTH 88°05'07" EAST 932.63 FEET TO A POINT; THENCE SOUTH 01°07'49" EAST 311.36 FEET TO A POINT; THENCE SOUTH 68°32'47" WEST 321.70 FEET TO THE POINT; THENCE SOUTH 68°32'47" WEST 352.99 FEET TO A POINT; THENCE NORTH 01°08'19" WEST 42.94 FEET TO A POINT; THENCE SOUTH 88°51'41" WEST 121.15 FEET TO THE POINT OF BEGINNING OF THE LANDS TO BE DESCRIBED; THENCE SOUTH 17°37'01" WEST 109.76 FEET TO A POINT; THENCE NORTH 81°27'09" WEST 140.09 FEET TO A POINT ON THE SOUTHERLY LINE OF HIDDEN CREEK DRIVE; THENCE NORTH 06°29'55" EAST ALONG SAID SOUTHERLY LINE 88.02 FEET TO A POINT; THENCE NORTHEASTERLY 174.87 FEET ALONG SAID SOUTHERLY LINE AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHEAST, WHOSE RADIUS IS 170.00 FEET AND WHOSE CHORD BEARS NORTH 35°58'01" EAST 167.26 FEET TO A POINT; THENCE SOUTH 24°33'54" EAST 152.88 FEET TO THE POINT OF BEGINNING. CONTAINING 0.6487 ACRES.

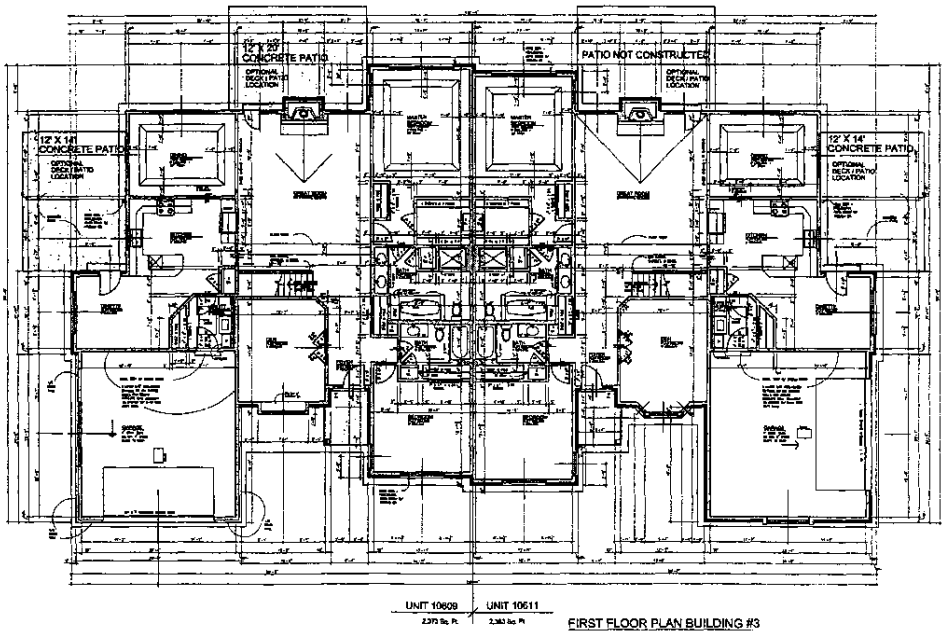
BUILDING AREA 10

PART OF PARCEL 1 OF CERTIFIED SURVEY MAP NO. 3294, BEING A PART OF THE SOUTHWEST 1/4 OF SECTION 27, TOWN 9 NORTH, RANGE 21 EAST, IN THE CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF SAID 1/4 SECTION; THENCE SOUTH 01°07'47" EAST ALONG THE WEST LINE OF SAID 1/4 SECTION 824.98 FEET TO A POINT; THENCE NORTH 88°05'07" EAST 60.01 FEET TO A POINT ON THE EAST LINE OF WAUWATOSA ROAD; THENCE CONTINUING NORTH 88°05'07" EAST 932.63 FEET TO A POINT; THENCE SOUTH 01°07'49" EAST 311.36 FEET TO A POINT; THENCE SOUTH 68°32'47" WEST 321.70 FEET TO THE POINT; THENCE SOUTH 68°32'47" WEST 352.99 FEET TO A POINT; THENCE NORTH 01°08'19" WEST 42.94 FEET TO A POINT; THENCE SOUTH 88°51'41" WEST 121.15 FEET TO A POINT; THENCE SOUTH 17°37'01" WEST 109.76 FEET TO THE POINT OF BEGINNING OF THE LANDS TO BE DESCRIBED; THENCE SOUTH 06°29'55" WEST 182.68 FEET TO A POINT; THENCE NORTH 59°24'56" WEST 152.40 FEET TO A POINT ON THE SOUTHERLY LINE OF HIDDEN CREEK DRIVE; THENCE NORTHERLY 63.92 FEET ALONG SAID SOUTHERLY LINE AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE WEST, WHOSE RADIUS IS 260.00 FEET AND WHOSE CHORD BEARS NORTH 13°32'29" EAST 63.76 FEET TO A POINT; THENCE NORTH 06°29'55" EAST ALONG SAID SOUTHERLY LINE 97.32 FEET TO A POINT; THENCE SOUTH 81°27'09" EAST 140.09 FEET TO THE POINT OF BEGINNING. CONTAINING 0.5748 ACRES.

National Survey & Engineering

HIDDEN CREEK CONDOMINIUM OF MEQUON ADDENDUM NO. 1

CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN



FIRST FLOOR PLAN BUILDING #3

NOTES :

INTERIOR WALLS AND DOOR SWINGS SUBJECT TO CHANGE ON A UNIT BY UNIT BASIS.

- DENOTES LIMITED COMMON ELEMENTS AND INCLUDES PATIOS, DECKS, FRONT STOOPS, SIDEWALKS AND DRIVEWAY. ALL SIZES AND LOCATIONS OF LIMITED COMMON ELEMENTS ARE SUBJECT TO CHANGE.

FIRST FLOOR PLAN BUILDING 3

GRAPHIC SCALE

5 0 2.5 5 10 20

(IN FEET)

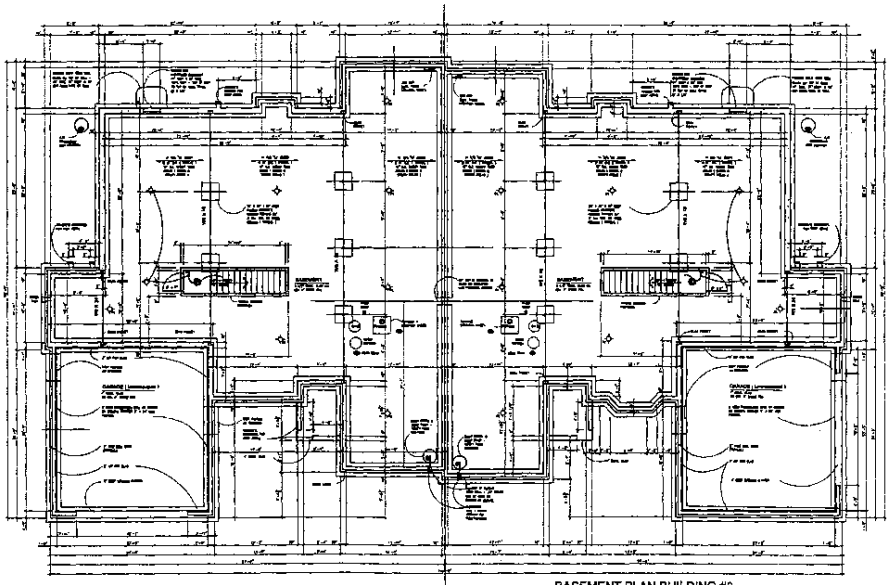
1 Inch = 10 ft.

National Survey & Engineering

Telephone 262-781-1000
Facsimile 262-781-1001
N19 W. Rockwood Road
Suite 200
Waukesha, WI 53188-1000
www.nationalsurvey.com

HIDDEN CREEK CONDOMINIUM OF MEQUON ADDENDUM NO. 1

CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN



UNIT 10609 | UNIT 10611

BASEMENT PLAN BUILDING #3

NOTES :

INTERIOR WALLS AND DOOR SWINGS SUBJECT TO CHANGE ON A UNIT BY UNIT BASIS.

GRAPHIC SCALE

5 0 2.5 5 10 20

(IN FEET)

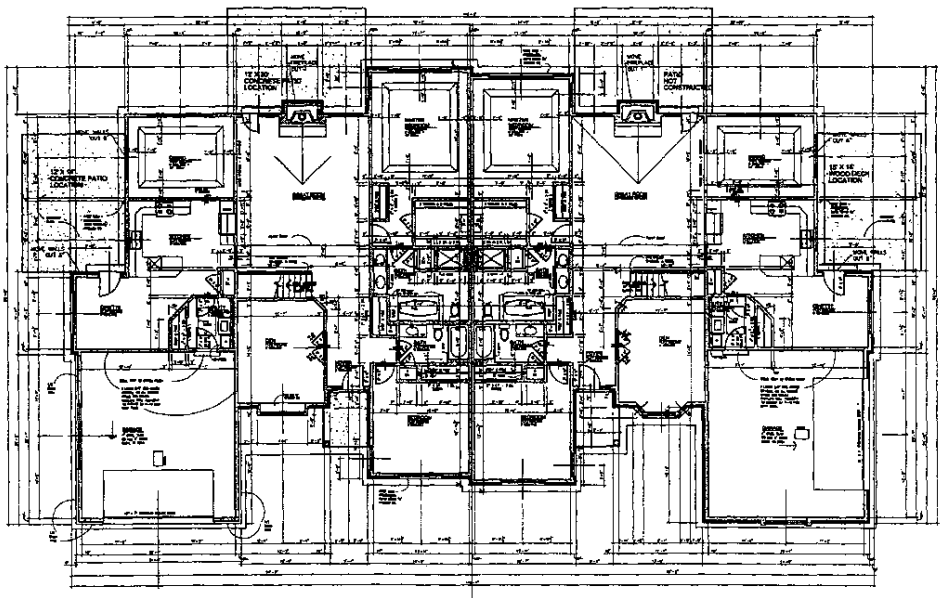
1 inch = 10 ft.

BASEMENT PLAN BUILDING 3

National Survey & Engineering

HIDDEN CREEK CONDOMINIUM OF MEQUON ADDENDUM NO. 1

CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN



UNIT 10627 | UNIT 10629

FIRST FLOOR PLAN BUILDING #5

NOTES :

INTERIOR WALLS AND DOOR SWINGS SUBJECT TO CHANGE ON A UNIT BY UNIT BASIS.

- DENOTES LIMITED COMMON ELEMENTS AND INCLUDES PATIOS, DECKS, FRONT STOOPS, SIDEWALKS AND DRIVEWAY. ALL SIZES AND LOCATIONS OF LIMITED COMMON ELEMENTS ARE SUBJECT TO CHANGE.

GRAPHIC SCALE

5 0 2.5 5 10 20

(IN FEET)

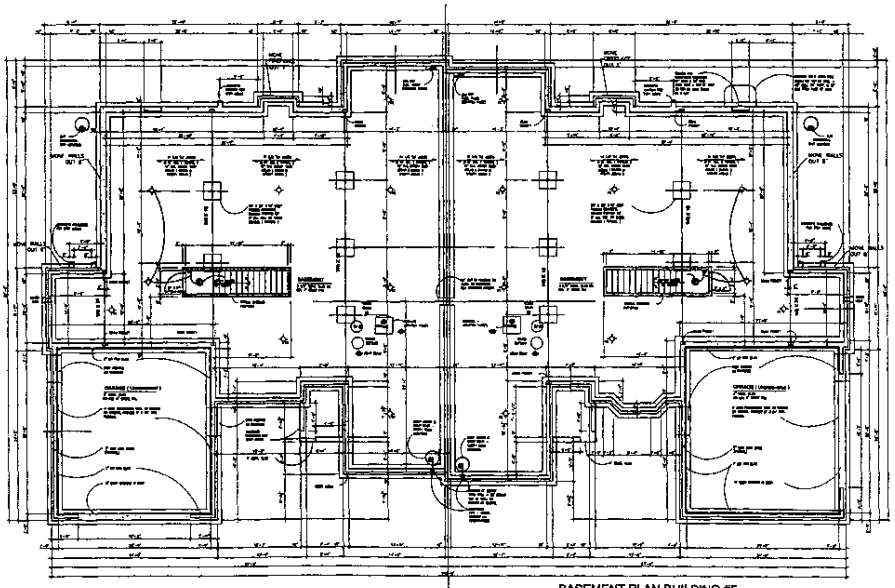
1 Inch = 10 ft.

FIRST FLOOR PLAN BUILDING 5

National Survey & Engineering

HIDDEN CREEK CONDOMINIUM OF MEQUON ADDENDUM NO. 1

CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN



UNIT 10627 / UNIT 10629

BASEMENT PLAN BUILDING #5

NOTES :

INTERIOR WALLS AND DOOR SWINGS SUBJECT TO CHANGE ON A UNIT BY UNIT BASIS.

BASEMENT PLAN BUILDING 5

GRAPHIC SCALE

5 0 2.5 5 10 20

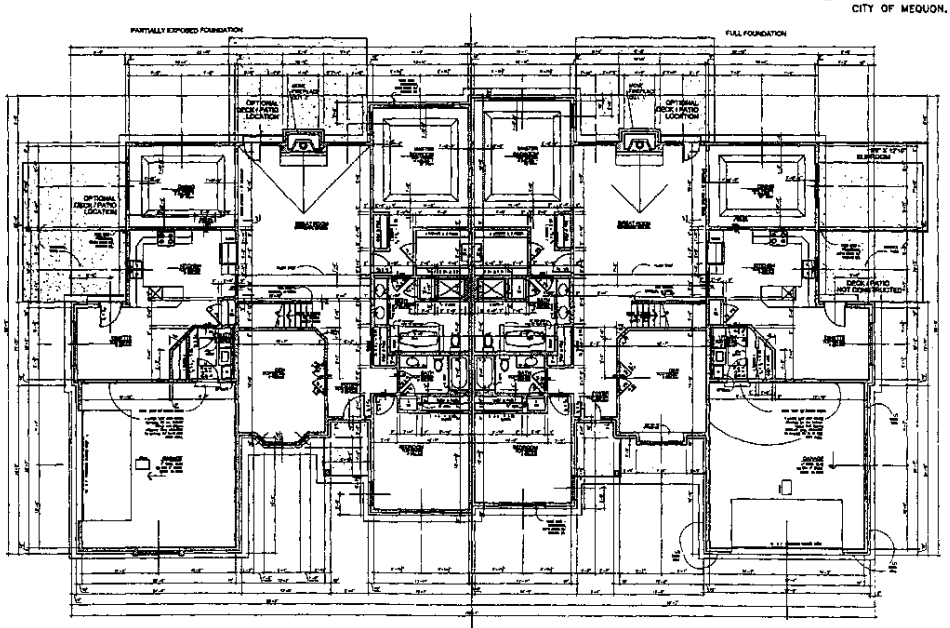
(IN FEET)

1 Inch = 10 ft.

National Survey & Engineering

HIDDEN CREEK CONDOMINIUM OF MEQUON ADDENDUM NO. 1

CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN



NOTES :

INTERIOR WALLS AND DOOR SWINGS SUBJECT TO CHANGE ON A UNIT BY UNIT BASIS.

~ DENOTES LIMITED COMMON ELEMENTS AND INCLUDES PATIOS, DECKS, FRONT STOOPS, SIDEWALKS AND DRIVEWAY. ALL SIZES AND LOCATIONS OF LIMITED COMMON ELEMENTS ARE SUBJECT TO CHANGE.

UNIT 10662 | UNIT 10660

FIRST FLOOR PLAN BUILDING 6

GRAPHIC SCALE

5 0 2.5 5 10 20

(IN FEET)

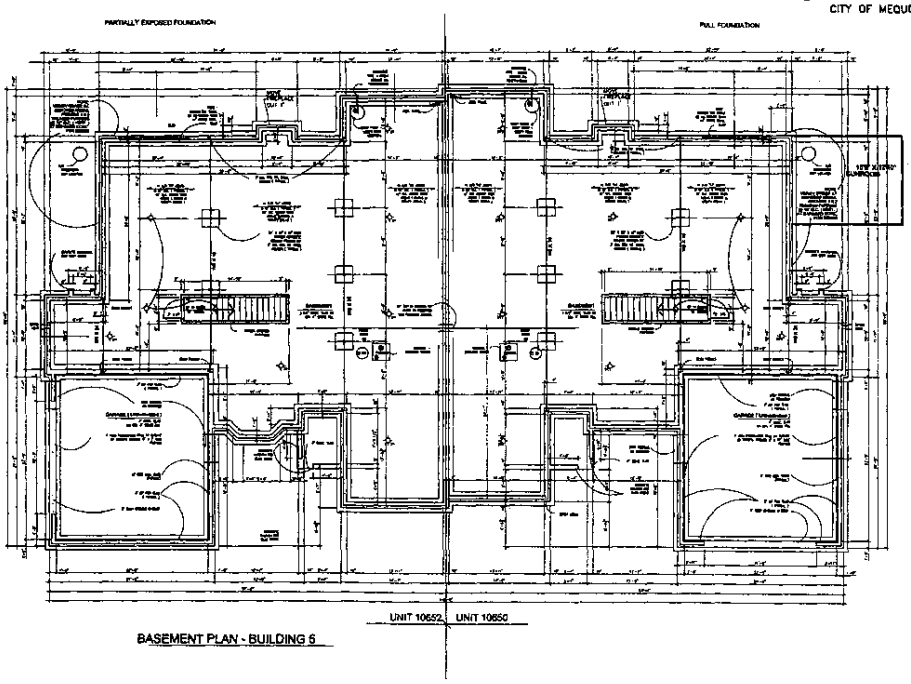
1 inch = 10 ft.

FIRST FLOOR PLAN BUILDING 6

National Survey & Engineering

HIDDEN CREEK CONDOMINIUM OF MEQUON ADDENDUM NO. 1

CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN



BASEMENT PLAN - BUILDING 6

NOTES :

INTERIOR WALLS AND DOOR SWINGS SUBJECT TO CHANGE ON A UNIT BY UNIT BASIS.

BASEMENT PLAN BUILDING 6

GRAPHIC SCALE

5 0 2.5 5 10 20

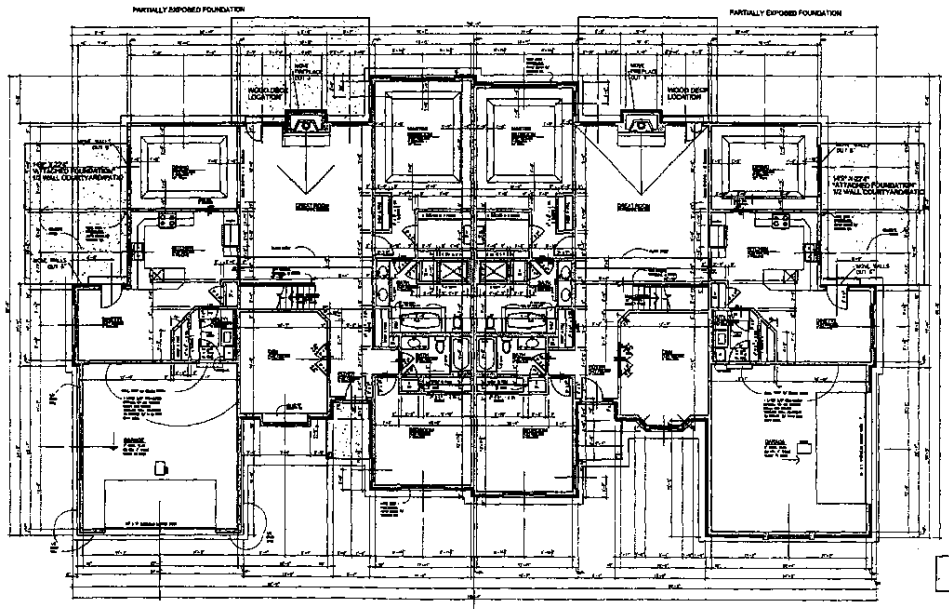
(IN FEET)

1 inch = 10 ft.

National Survey & Engineering

HIDDEN CREEK CONDOMINIUM OF MEQUON ADDENDUM NO. 1

CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN



UNIT 10626 | UNIT 10624

FIRST FLOOR PLAN BUILDING #8

REVERSE PLAN, EXCEPT DRIVEWAYS

NOTES :

INTERIOR WALLS AND DOOR SWINGS SUBJECT TO CHANGE ON A UNIT BY UNIT BASIS.

- DENOTES LIMITED COMMON ELEMENTS AND INCLUDES PATIOS, DECKS, FRONT STOOPS, SIDEWALKS AND DRIVEWAY. ALL SIZES AND LOCATIONS OF LIMITED COMMON ELEMENTS ARE SUBJECT TO CHANGE.

GRAPHIC SCALE

5 0 2.5 5 10 20

(IN FEET)

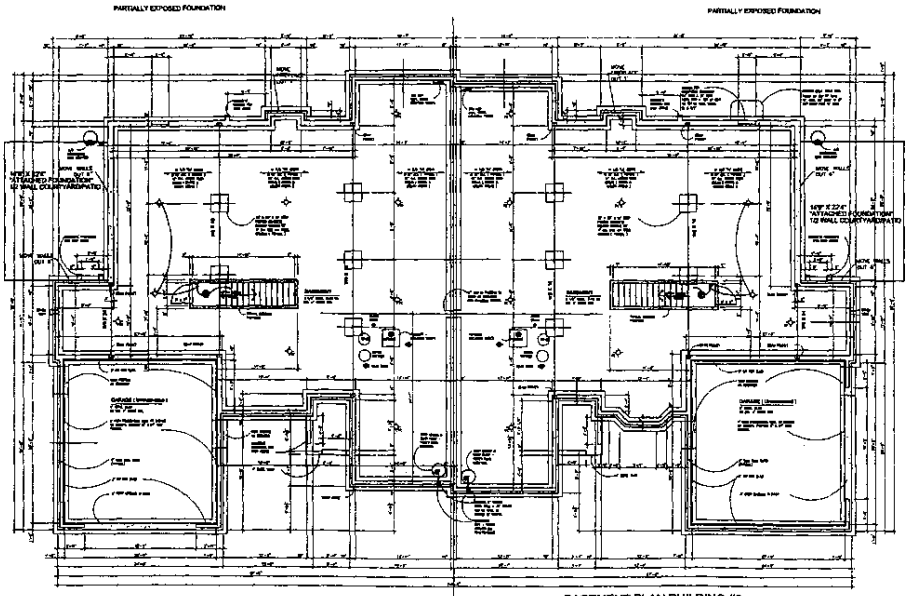
1 inch = 10 ft.

FIRST FLOOR PLAN BUILDING B

National Survey & Engineering

HIDDEN CREEK CONDOMINIUM OF MEQUON ADDENDUM NO. 1

CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN



BASEMENT PLAN BUILDING #8

NOTES :

INTERIOR WALLS AND DOOR SWINGS SUBJECT TO CHANGE ON A UNIT BY UNIT BASIS.

REVERSE PLAN, EXCEPT DRIVEWAYS

GRAPHIC SCALE

5 0 2.5 5 10 20

(IN FEET)

1 inch = 10 ft.

BASEMENT PLAN BUILDING B

National Survey & Engineering

715952

VOL 1496 PAGE 638
RECORDED

2002 JUL 22 PM 2:40

Document Number

AMENDMENT NO. 2 TO CONDOMINIUM DECLARATION OF HIDDEN CREEK CONDOMINIUM OF MEQUON

Recording Area

Name and Return Address
Timothy E. Kronquist, Esq.
Davis & Kuelthau, s.c.
111 East Kilbourn Avenue, Suite 1400
Milwaukee, WI 53202-6613

$37 | PA

14-159-0000.000*
Parcel Identification Number (PIN)

This document was drafted by:

Timothy E. Kronquist, Esq.
Davis & Kuelthau, s.c.
111 East Kilbourn Avenue, Suite 1400
Milwaukee, WI 53202-6613

AMENDMENT NO. 2 TO CONDOMINIUM DECLARATION
Supplemental Declaration to Expand
Hidden Creek Condominium of Mequon, a Condominium
City of Mequon, Ozaukee County, Wisconsin

This Amendment No. 2 to Condominium Declaration ("Second Amendment") is made this 19TH day of July 2002, by Hidden Creek Development, Inc., a Wisconsin corporation (the "Declarant").

RECITALS

WHEREAS, on May 25, 2001, the Declarant executed the Declaration of Hidden Creek Condominium of Mequon, a Condominium (the "Declaration"), and the Declaration was recorded on June 4, 2001, in the Register of Deeds Office for Ozaukee County, Wisconsin, in Volume 1353 of Records, on pages 421-471 inclusive, as Document No. 678946;

WHEREAS, on June 4, 2001, the Declarant recorded the Plat of Condominium for Hidden Creek Condominium of Mequon, a Condominium (the "Plat") in the Register of Deeds Office for Ozaukee County, Wisconsin, as Condominium Plat No. 266, as Document No. 678947;

WHEREAS, on November 16, 2001, the Declarant executed Amendment No. 1 to the Declaration ("First Amendment"), and the First Amendment was recorded on November 16, 2001, in the Register of Deeds Office for Ozaukee County, Wisconsin, in Volume 1390 of Records, on pages 800-816 inclusive, as Document No. 693248

WHEREAS, on November 16, 2001, the Declarant recorded an amendment to the Plat by recording Condominium Plat No. 274 as an addendum to the Plat in the Register of Deeds Office for Ozaukee County, Wisconsin, as Document No. 693249

WHEREAS, Section 23.4 of the Declaration provides that, for a period of ten (10) years after the date of recording of the Declaration, the Declarant has the option to expand the Property (as that term is defined in the Declaration) in compliance with Section 703.26 of the Wisconsin Statutes (as amended), and without consent of any Unit Owner or Mortgagee (as such terms are defined in the Declaration); and

WHEREAS, the Declarant wants to amend the Declaration and add an addendum to the Plat (as such term is defined in the Declaration and herein) so as to expand the Condominium in compliance with the Declaration and applicable law.

THEREFORE, in accordance with the Declaration and Chapter 703 of the Wisconsin Statutes, the Declaration and the Plat are amended as follows:

AMENDMENT

1. Amendment to the Declaration. The Declaration is amended to include as Condominium Property the property set forth in Exhibit A attached hereto and incorporated herein. The Declaration

is further amended to reflect the Additional Property (*i.e.*, expansion land) that remains and which is more particularly described in legal description set forth in Exhibit B attached hereto and incorporated herein.

2. Addendum to the Plat. The Plat as defined in Section 2. of the Declaration and as recorded with the Declaration is amended to include the Addendum No. 2 to the Plat attached hereto as Exhibit C.

3. The New Undivided Percentage Interest. In accordance with Section 6. and Section 23.4(A)(vi) of the Declaration, the new Undivided Percentage Interest, calculated in accordance with Section 6. of the Declaration, shall be one (1) divided by twenty-two (22) (1/22).

4. Votes Which Each Unit May Cast in the Condominium as Expanded. Pursuant to Sections 11. and 23.4(A)(vii) of the Declaration, each Unit in the Condominium as expanded shall be entitled to one vote.

5. Miscellaneous. Pursuant to Section 23.4(A)(v) of the Declaration, upon the foregoing expansion, all references in the Declaration to "Buildings", "Building Plans", "Condominium", "Units", "Property", "Unit Owners", "Association", "Common Expenses" and all other terms which refer to the Condominium automatically shall refer to the Condominium as expanded and shall have the meaning given to them as a result of the Declaration and as modified by the First Amendment and this Second Amendment. Except as such terms and other terms relating to the Condominium may be changed by this Second Amendment, the Declaration shall control.

6. Designation of Units. The units shall be designated by the following unit numbers as depicted and set forth on the Addendum No. 2 to Condominium Plat attached hereto as Exhibit C and incorporated herein:

Building Area 2	= Unit 10601 and Unit 10603
Building Area 7	= Unit 10638 and Unit 10640
Building Area 9	= Unit 10604 and Unit 10606
Building Area 10	= Unit 10548 and Unit 10550

IN WITNESS WHEREOF, the Declarant has caused this Second Amendment to Condominium Declaration to be executed as of the date set forth above.

Hidden Creek Development, Inc. a Wisconsin corporation

By: _____ PRES.
Eric J. Lehner, President

By: _____ V.P.
Paul H. Apfelbach, Vice President

STATE OF WISCONSIN)
)
OZAUKEE COUNTY)

Personally came before me this 19th day of July, 2002, the above-named Eric J. Lehner, to me known to be the President of Hidden Creek Development, Inc., and to me known to be the person who executed the foregoing instrument and acknowledged the same in such capacity.

Notary Public, State of Wisconsin
My Commission: Expires January 18, 2004

STATE OF WISCONSIN)
)
OZAUKEE COUNTY)

Personally came before me this 12th day of July, 2002, the above-named Paul H. Apfelbach, to me known to be the Vice President of Hidden Creek Development, Inc., and to me known to be the person who executed the foregoing instrument and acknowledged the same in such capacity.

Notary Public, State of Wisconsin
My Commission: Expires January 18, 2004

This document was drafted
by and should be returned to:
Timothy E. Kronquist, Esq.
Davis & Kuelthau, S.C.
111 Kilbourn Avenue, Suite 1400
Milwaukee, WI 53202

EXHIBIT "A"

(legal description)

HIDDEN CREEK CONDOMINIUM OF MEQUON ADDENDUM NO. 2 :

BUILDING AREA 2

PART OF PARCEL 1 OF CERTIFIED SURVEY MAP NO. 3294, BEING A PART OF THE SOUTHWEST 1/4 OF SECTION 27, TOWN 9 NORTH, RANGE 21 EAST, IN THE CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF SAID 1/4 SECTION; THENCE SOUTH 01°07'47" EAST ALONG THE WEST LINE OF SAID 1/4 SECTION 824.98 FEET TO A POINT; THENCE NORTH 88°05'07" EAST 60.01 FEET TO A POINT ON THE EAST LINE OF WAUWATOSA ROAD; THENCE SOUTH 01°07'47" EAST ALONG SAID EAST LINE 229.16 FEET TO THE POINT OF BEGINNING OF THE LANDS TO BE DESCRIBED; THENCE SOUTH 72°26'20" EAST 284.31 FEET TO A POINT; THENCE SOUTHERLY 44.41 FEET ALONG THE NORTHERLY LINE OF HIDDEN CREEK DRIVE AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE EAST, WHOSE RADIUS IS 230.00 FEET AND WHOSE CHORD BEARS SOUTH 12°01'47" WEST 44.34 FEET TO A POINT; THENCE SOUTH 06°29'55" WEST ALONG SAID NORTHERLY LINE 115.98 FEET TO A POINT; THENCE NORTH 83°30'05" WEST 246.01 FEET TO A POINT ON THE EAST LINE OF WAUWATOSA ROAD; THENCE NORTH 01°07'47" WEST 216.58 FEET TO THE POINT OF BEGINNING. CONTAINING 1.1152 ACRES

BUILDING AREA 7

PART OF PARCEL 1 OF CERTIFIED SURVEY MAP NO. 3294, BEING A PART OF THE SOUTHWEST 1/4 OF SECTION 27, TOWN 9 NORTH, RANGE 21 EAST, IN THE CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF SAID 1/4 SECTION; THENCE SOUTH 01°07'47" EAST ALONG THE WEST LINE OF SAID 1/4 SECTION 824.98 FEET TO A POINT; THENCE NORTH 88°05'07" EAST 60.01 FEET TO A POINT ON THE EAST LINE OF WAUWATOSA ROAD; THENCE CONTINUING NORTH 88°05'07" EAST 932.63 FEET TO A POINT; THENCE SOUTH 01°07'49" EAST 311.36 FEET TO A POINT; THENCE SOUTH 68°32'47" WEST 68.56 FEET TO THE POINT OF BEGINNING OF THE LANDS TO BE DESCRIBED; THENCE CONTINUING SOUTH 68°32'47" WEST 253.14 FEET TO A POINT; THENCE NORTH 05°52'34" WEST 216.87 FEET TO A POINT ON THE SOUTHERLY LINE OF HIDDEN CREEK DRIVE; THENCE NORTH 76°26'06" EAST ALONG SAID SOUTHERLY LINE 5.28 FEET TO A POINT; THENCE SOUTHEASTERLY 36.66 FEET ALONG SAID SOUTHERLY LINE AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHWEST, WHOSE RADIUS IS 40.00 FEET AND WHOSE CHORD BEARS SOUTH 77°19'45" EAST 35.39 FEET TO A POINT; THENCE EASTERLY 123.00 FEET ALONG SAID SOUTHERLY LINE AND THE ARC OF A CURVE WHOSE CENTER LINES TO THE NORTH, WHOSE RADIUS IS 75.00 FEET AND WHOSE CHORD BEARS NORTH 81°57'30" EAST 109.67 FEET TO A POINT; THENCE SOUTH 55°01'23" EAST 75.00 FEET TO A POINT; THENCE SOUTH 27°58'25" EAST 102.99 FEET TO THE POINT OF BEGINNING. CONTAINING 0.8385 ACRES.

BUILDING AREA 9

PART OF PARCEL 1 OF CERTIFIED SURVEY MAP NO. 3294, BEING A PART OF THE SOUTHWEST 1/4 OF SECTION 27, TOWN 9 NORTH, RANGE 21 EAST, IN THE CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF SAID 1/4 SECTION; THENCE SOUTH 01°07'47" EAST ALONG THE WEST LINE OF SAID 1/4 SECTION 824.98 FEET TO A POINT; THENCE NORTH 88°05'07" EAST 60.01 FEET TO A POINT ON THE EAST LINE OF WAUWATOSA ROAD; THENCE CONTINUING NORTH 88°05'07" EAST 932.63 FEET TO A POINT; THENCE SOUTH 01°07'49" EAST 311.36 FEET TO A POINT; THENCE SOUTH 68°32'47" WEST 321.70 FEET TO THE POINT; THENCE SOUTH 68°32'47" WEST 352.99 FEET TO A POINT; THENCE NORTH 01°08'19" WEST 42.94 FEET TO A POINT; THENCE SOUTH 88°51'41" WEST 121.15 FEET TO THE POINT OF BEGINNING OF THE LANDS TO BE DESCRIBED; THENCE SOUTH 17°37'01" WEST 109.76 FEET TO A POINT; THENCE NORTH 81°27'09" WEST 140.09 FEET TO A POINT ON THE SOUTHERLY LINE OF HIDDEN CREEK DRIVE; THENCE NORTH 06°29'55" EAST ALONG SAID SOUTHERLY LINE 88.02 FEET TO A POINT; THENCE NORTHEASTERLY 174.87 FEET ALONG SAID SOUTHERLY LINE AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHEAST, WHOSE RADIUS IS 170.00 FEET AND WHOSE CHORD BEARS NORTH 35°58'01" EAST 167.26 FEET TO A POINT; THENCE SOUTH 24°33'54" EAST 152.88 FEET TO THE POINT OF BEGINNING. CONTAINING 0.6497 ACRES.

BUILDING AREA 10

PART OF PARCEL 1 OF CERTIFIED SURVEY MAP NO. 3294, BEING A PART OF THE SOUTHWEST 1/4 OF SECTION 27, TOWN 9 NORTH, RANGE 21 EAST, IN THE CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF SAID 1/4 SECTION; THENCE SOUTH 01°07'47" EAST ALONG THE WEST LINE OF SAID 1/4 SECTION 824.98 FEET TO A POINT; THENCE NORTH 88°05'07" EAST 60.01 FEET TO A POINT ON THE EAST LINE OF WAUWATOSA ROAD; THENCE CONTINUING NORTH 88°05'07" EAST 932.63 FEET TO A POINT; THENCE SOUTH 01°07'49" EAST 311.36 FEET TO A POINT; THENCE SOUTH 68°32'47" WEST 321.70 FEET TO THE POINT; THENCE SOUTH 68°32'47" WEST 352.99 FEET TO A POINT; THENCE NORTH 01°08'19" WEST 42.94 FEET TO A POINT; THENCE SOUTH 88°51'41" WEST 121.15 FEET TO A POINT; THENCE SOUTH 17°37'01" WEST 109.76 FEET TO THE POINT OF BEGINNING OF THE LANDS TO BE DESCRIBED; THENCE SOUTH 06°29'55" WEST 192.68 FEET TO A POINT; THENCE NORTH 69°24'56" WEST 152.40 FEET TO A POINT ON THE SOUTHERLY LINE OF HIDDEN CREEK DRIVE; THENCE NORTHERLY 63.92 FEET ALONG SAID SOUTHERLY LINE AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE WEST, WHOSE RADIUS IS 260.00 FEET AND WHOSE CHORD BEARS NORTH 13°32'29" EAST 63.76 FEET TO A POINT; THENCE NORTH 06°29'55" EAST ALONG SAID SOUTHERLY LINE 97.32 FEET TO A POINT; THENCE SOUTH 81°27'09" EAST 140.09 FEET TO THE POINT OF BEGINNING. CONTAINING 0.5748 ACRES.

EXHIBIT "B"

(legal description expansion lands)

EXPANSION LANDS:

PARCEL 2 OF CERTIFIED SURVEY MAP NO. 3294, BEING A PART OF THE SOUTHWEST 1/4 OF SECTION 27, TOWN 9 NORTH, RANGE 21 EAST, IN THE CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN

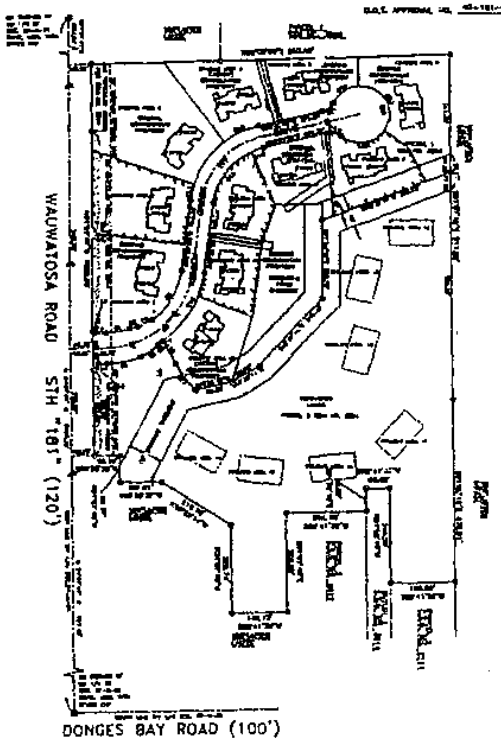
VOL 1496 PAGE 644

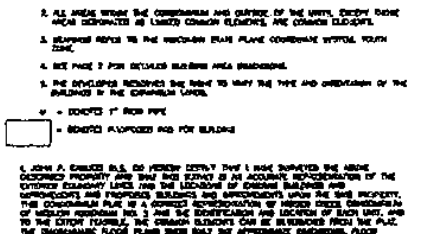
Exhibit C 1/8

EXHIBIT "C"

HIDDEN CREEK CONDOMINIUM OF MEQUON ADDENDUM NO. 2

CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN





GRAPHIC SCALE

(IN FEET)
1 inch = 200 ft.

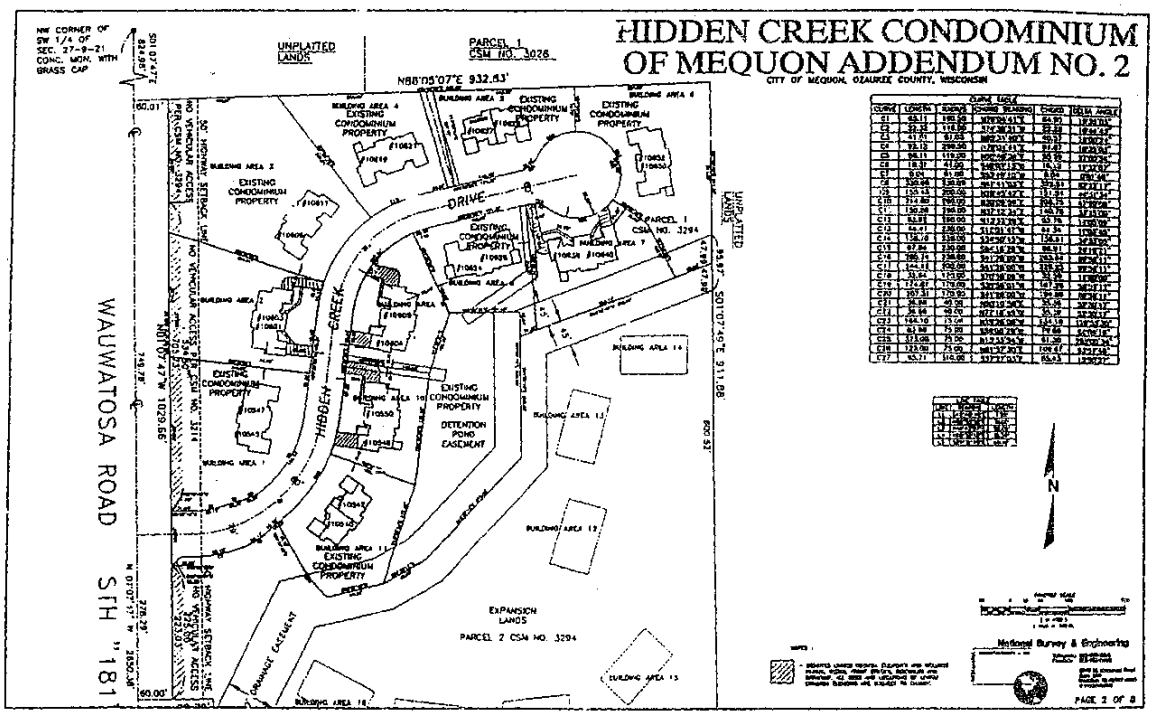
JOHN A. CASUCCI 7-15-02

WISCONSIN JOHN A. CASUCCI S-3026 REGISTERED LAND SURVEYOR

PAGE 1 OF 8

VOL 1496 PAGE 645

EXHIBIT C 2/8



VOL 1496 PAGE 646

EXHIBIT C 3/8

HIDDEN CREEK CONDOMINIUM OF MEQUON ADDENDUM NO. 2

CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN

LEGAL DESCRIPTION OF HIDDEN CREEK CONDOMINIUM OF MEQUON
EXCLUSIVE CONDOMINIUM PROPERTY AND COMMON LANDS

PARCEL 1 & 2 OF CERTIFIED SURVEY MAP NO. 3284, BEING A PART OF THE SOUTHWEST 1/4 OF SECTION 27, TOWN 9 NORTH, RANGE 21 EAST, IN THE CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN

[NEW'S CONDOMINIUM PROPERTY - HIDDEN CREEK CONDOMINIUM OF MEQUON]

BUILDING AREA 1

PART OF PARCEL 1 OF CERTIFIED SURVEY MAP NO. 3284, BEING A PART OF THE SOUTHWEST 1/4 OF SECTION 27, TOWN 9 NORTH, RANGE 21 EAST, IN THE CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID 1/4 SECTION; THENCE SOUTH 01°07'47" EAST ALONG THE WEST LINE OF SAID 1/4 SECTION 824.86 FEET TO A POINT; THENCE NORTH 88°52'13" EAST 60.01 FEET TO A POINT ON THE EAST LINE OF WAUWATOSA ROAD AND THE POINT OF BEGINNING OF THE LANDS TO BE DESCRIBED; THENCE CONTINUING NORTH 88°52'13" EAST 196.00 FEET TO A POINT; THENCE SOUTH 37°33'13" EAST 213.01 FEET TO A POINT; THENCE SOUTHWESTERLY 138.70 FEET ALONG THE NORTHERLY LINE OF HIDDEN CREEK DRIVE AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHEAST, WHOSE RADIUS IS 238.00 FEET AND WHOSE CHORD BEARS SOUTH 34°30'13" WEST 136.81 FEET TO A POINT; THENCE NORTH 72°26'26" WEST 284.31 FEET TO A POINT ON THE EAST LINE OF WAUWATOSA ROAD; THENCE NORTH 01°07'47" WEST ALONG SAID EAST LINE 338.16 FEET TO THE POINT OF BEGINNING. CONTAINING 1.7835 ACRES.

BUILDING AREA 4

PART OF PARCEL 1 OF CERTIFIED SURVEY MAP NO. 3284, BEING A PART OF THE SOUTHWEST 1/4 OF SECTION 27, TOWN 9 NORTH, RANGE 21 EAST, IN THE CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID 1/4 SECTION; THENCE SOUTH 01°07'47" EAST ALONG THE WEST LINE OF SAID 1/4 SECTION 824.86 FEET TO A POINT; THENCE NORTH 88°52'13" EAST 60.01 FEET TO A POINT ON THE EAST LINE OF WAUWATOSA ROAD; THENCE CONTINUING NORTH 88°52'13" EAST 196.00 FEET TO THE POINT OF BEGINNING OF LANDS TO BE DESCRIBED; THENCE CONTINUING NORTH 88°52'13" EAST 244.34 FEET TO A POINT; THENCE SOUTH 01°34'47" EAST 190.73 FEET TO A POINT; THENCE SOUTHWESTERLY 87.44 FEET ALONG SAID NORTHERLY LINE AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHEAST, WHOSE RADIUS IS 225.00 FEET AND WHOSE CHORD BEARS SOUTH 84°16'58" WEST 86.91 FEET TO A POINT; THENCE NORTH 37°33'13" WEST 208.01 FEET TO THE POINT OF BEGINNING. CONTAINING 0.8179 ACRES.

BUILDING AREA 11

PART OF PARCEL 1 OF CERTIFIED SURVEY MAP NO. 3284, BEING A PART OF THE SOUTHWEST 1/4 OF SECTION 27, TOWN 9 NORTH, RANGE 21 EAST, IN THE CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID 1/4 SECTION; THENCE SOUTH 01°07'47" EAST ALONG THE WEST LINE OF SAID 1/4 SECTION 824.86 FEET TO A POINT; THENCE NORTH 88°52'13" EAST 60.01 FEET TO A POINT ON THE EAST LINE OF WAUWATOSA ROAD; THENCE CONTINUING NORTH 88°52'13" EAST 440.34 FEET TO A POINT; THENCE SOUTH 01°34'47" EAST 311.38 FEET TO A POINT; THENCE SOUTH 88°25'47" WEST 281.26 FEET TO THE POINT; THENCE SOUTH 88°26'07" WEST 158.34 FEET TO A POINT; THENCE NORTH 01°08'10" EAST 41.44 FEET TO A POINT; THENCE SOUTH 88°51'41" WEST 131.18 FEET TO A POINT; THENCE SOUTH 17°37'01" WEST 168.24 FEET TO THE POINT; THENCE SOUTH 88°26'26" WEST 196.88 FEET TO THE POINT OF BEGINNING OF THE LANDS TO BE DESCRIBED; THENCE SOUTH 16°32'16" WEST 117.06 FEET TO A POINT; THENCE SOUTH 76°31'47" WEST 98.36 FEET TO A POINT; THENCE NORTHWESTERLY 88.71 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTHEAST, WHOSE RADIUS IS 316.00 FEET AND WHOSE CHORD BEARS NORTH 37°07'09" WEST 88.43 FEET TO A POINT; THENCE NORTH 34°51'49" WEST 68.46 FEET TO A POINT ON THE SOUTHERLY LINE OF HIDDEN CREEK DRIVE; THENCE NORTHEASTERLY 6.04 FEET ALONG SAID SOUTHERLY LINE AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHEAST, WHOSE RADIUS IS 81.00 FEET AND WHOSE CHORD BEARS NORTH 63°46'16" EAST 6.04 FEET TO A POINT; THENCE SOUTHEASTERLY 128.29 FEET ALONG SAID SOUTHERLY LINE AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTHEAST, WHOSE RADIUS IS 368.00 FEET AND WHOSE CHORD BEARS NORTH 33°13'34" EAST 148.78 FEET TO A POINT; THENCE SOUTH 89°34'04" EAST 188.48 FEET TO THE POINT OF BEGINNING. CONTAINING 0.8138 ACRES.

SUBDIVISION PER DISCHOST AREA

PART OF PARCEL 1 OF CERTIFIED SURVEY MAP NO. 3284, BEING A PART OF THE SOUTHWEST 1/4 OF SECTION 27, TOWN 9 NORTH, RANGE 21 EAST, IN THE CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID 1/4 SECTION; THENCE SOUTH 01°07'47" EAST ALONG THE WEST LINE OF SAID 1/4 SECTION 824.86 FEET TO A POINT; THENCE NORTH 88°52'13" EAST 60.01 FEET TO A POINT ON THE EAST LINE OF WAUWATOSA ROAD; THENCE CONTINUING NORTH 88°52'13" EAST 440.34 FEET TO A POINT; THENCE SOUTH 01°34'47" EAST 311.38 FEET TO A POINT; THENCE SOUTH 88°25'47" WEST 281.26 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 01°08'10" EAST 208.89 FEET TO A POINT; THENCE SOUTH 43°37'16" WEST 340.45 FEET TO A POINT; THENCE SOUTH 88°26'11" WEST 60.86 FEET TO A POINT; THENCE NORTH 16°32'16" EAST 177.06 FEET TO A POINT; THENCE NORTH 04°26'26" EAST 192.66 FEET TO A POINT; THENCE NORTH 12°37'01" EAST 488.74 FEET TO A POINT; THENCE NORTH 88°51'41" EAST 131.18 FEET TO A POINT; THENCE SOUTH 01°08'10" EAST 41.84 FEET TO THE POINT OF BEGINNING. CONTAINING 1.267± ACRES.

[EXISTING CONDOMINIUM PROPERTY - HIDDEN CREEK CONDOMINIUM OF MEQUON ADDENDUM NO. 1]

BUILDING AREA 3

PART OF PARCEL 1 OF CERTIFIED SURVEY MAP NO. 3284, BEING A PART OF THE SOUTHWEST 1/4 OF SECTION 27, TOWN 9 NORTH, RANGE 21 EAST, IN THE CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID 1/4 SECTION; THENCE SOUTH 01°07'47" EAST ALONG THE WEST LINE OF SAID 1/4 SECTION 824.86 FEET TO A POINT; THENCE NORTH 88°52'13" EAST 60.01 FEET TO A POINT ON THE EAST LINE OF WAUWATOSA ROAD AND THE POINT OF BEGINNING OF THE LANDS TO BE DESCRIBED; THENCE CONTINUING NORTH 88°52'13" EAST 196.00 FEET TO A POINT; THENCE SOUTH 37°33'13" EAST 213.01 FEET TO A POINT; THENCE SOUTHWESTERLY 138.70 FEET ALONG THE NORTHERLY LINE OF HIDDEN CREEK DRIVE AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHEAST, WHOSE RADIUS IS 238.00 FEET AND WHOSE CHORD BEARS SOUTH 34°30'13" WEST 136.81 FEET TO A POINT; THENCE NORTH 72°26'26" WEST 284.31 FEET TO A POINT ON THE EAST LINE OF WAUWATOSA ROAD; THENCE NORTH 01°07'47" WEST ALONG SAID EAST LINE 338.16 FEET TO THE POINT OF BEGINNING. CONTAINING 1.7835 ACRES.

BUILDING AREA 5

PART OF PARCEL 1 OF CERTIFIED SURVEY MAP NO. 3284, BEING A PART OF THE SOUTHWEST 1/4 OF SECTION 27, TOWN 9 NORTH, RANGE 21 EAST, IN THE CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID 1/4 SECTION; THENCE SOUTH 01°07'47" EAST ALONG THE WEST LINE OF SAID 1/4 SECTION 824.86 FEET TO A POINT; THENCE NORTH 88°52'13" EAST 60.01 FEET TO A POINT ON THE EAST LINE OF WAUWATOSA ROAD; THENCE CONTINUING NORTH 88°52'13" EAST 440.34 FEET TO THE POINT OF BEGINNING OF LANDS TO BE DESCRIBED; THENCE CONTINUING NORTH 88°52'13" EAST 243.34 FEET TO A POINT; THENCE SOUTH 01°34'47" EAST 210.70 FEET TO A POINT; THENCE SOUTHWESTERLY 83.84 FEET ALONG THE NORTHERLY LINE OF HIDDEN CREEK DRIVE AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHEAST, WHOSE RADIUS IS 75.00 FEET AND WHOSE CHORD BEARS SOUTH 36°09'28" WEST 79.66 FEET TO A POINT; THENCE SOUTHWESTERLY 36.84 FEET ALONG THE NORTHERLY LINE AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTHWEST, WHOSE RADIUS IS 40.00 FEET AND WHOSE CHORD BEARS SOUTH 30°10'58" WEST 35.39 FEET TO A POINT; THENCE SOUTH 76°29'06" WEST ALONG SAID NORTHERLY LINE 114.50 FEET TO A POINT; THENCE NORTH 13°33'54" WEST 167.73 FEET TO THE POINT OF BEGINNING. CONTAINING 0.8553 ACRES.

BUILDING AREA 6

PART OF PARCEL 1 OF CERTIFIED SURVEY MAP NO. 3284, BEING A PART OF THE SOUTHWEST 1/4 OF SECTION 27, TOWN 9 NORTH, RANGE 21 EAST, IN THE CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID 1/4 SECTION; THENCE SOUTH 01°07'47" EAST ALONG THE WEST LINE OF SAID 1/4 SECTION 824.86 FEET TO A POINT; THENCE NORTH 88°52'13" EAST 60.01 FEET TO A POINT ON THE EAST LINE OF WAUWATOSA ROAD; THENCE CONTINUING NORTH 88°52'13" EAST 684.68 FEET TO THE POINT OF BEGINNING OF THE LANDS TO BE DESCRIBED; THENCE CONTINUING NORTH 88°52'13" EAST 334.04 FEET TO A POINT; THENCE SOUTH 01°07'47" EAST 311.38 FEET TO A POINT; THENCE SOUTH 88°52'13" WEST 88.54 FEET TO A POINT; THENCE NORTH 37°26'25" WEST 102.86 FEET TO A POINT; THENCE NORTH 80°01'33" WEST 73.00 FEET TO A POINT ON THE SOUTHERLY LINE OF HIDDEN CREEK DRIVE; THENCE NORTHWESTERLY 168.19 FEET ALONG THE CUL-DE-SAC OF HIDDEN CREEK DRIVE AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHWEST, WHOSE RADIUS IS 75.00 FEET AND WHOSE CHORD BEARS NORTH 39°28'08" WEST 134.16 FEET TO A POINT; THENCE NORTH 01°54'53" WEST 78.79 FEET TO THE POINT OF BEGINNING. CONTAINING 1.1918 ACRES.

BUILDING AREA 8

PART OF PARCEL 1 OF CERTIFIED SURVEY MAP NO. 3284, BEING A PART OF THE SOUTHWEST 1/4 OF SECTION 27, TOWN 9 NORTH, RANGE 21 EAST, IN THE CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID 1/4 SECTION; THENCE SOUTH 01°07'47" EAST ALONG THE WEST LINE OF SAID 1/4 SECTION 824.86 FEET TO A POINT; THENCE NORTH 88°52'13" EAST 60.01 FEET TO A POINT ON THE EAST LINE OF WAUWATOSA ROAD; THENCE CONTINUING NORTH 88°52'13" EAST 632.85 FEET TO A POINT; THENCE SOUTH 01°07'47" EAST 311.38 FEET TO A POINT; THENCE SOUTH 88°52'13" WEST 321.70 FEET TO THE POINT OF BEGINNING OF LANDS TO BE DESCRIBED; THENCE CONTINUING SOUTH 88°52'13" WEST 31.36 FEET TO A POINT; THENCE NORTH 01°08'10" WEST 43.84 FEET TO A POINT; THENCE SOUTH 88°51'41" WEST 131.18 FEET TO A POINT; THENCE NORTH 21°37'54" WEST 132.68 FEET TO A POINT ON THE SOUTHERLY LINE OF HIDDEN CREEK DRIVE; THENCE NORTHEASTERLY 32.84 FEET ALONG SAID SOUTHERLY LINE AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHEAST, WHOSE RADIUS IS [illegible] FEET AND WHOSE CHORD BEARS NORTH 75°56'08" EAST 32.59 FEET TO A POINT; THENCE NORTH 76°26'06" EAST ALONG SAID SOUTHERLY LINE 186.09 FEET TO A POINT; THENCE SOUTH 08°53'54" EAST 318.87 FEET TO THE POINT OF BEGINNING.
CONTAINING 0.8884 ACRES.

National Survey & Engineering

VOL. 1496 PAGE 647

Exhibit C 4/8

HIDDEN CREEK CONDOMINIUM OF MEQUON ADDENDUM NO. 2

CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN

HIDDEN CREEK CONDOMINIUM OF MEQUON ADDENDUM NO. 2 :

BUILDING AREA 2

PART OF PARCEL 1 OF CERTIFIED SURVEY MAP NO. 3284, BEING A PART OF THE SOUTHWEST 1/4 OF SECTION 27, TOWN 9 NORTH, RANGE 21 EAST, IN THE CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF SAID 1/4 SECTION; THENCE SOUTH 01°07'47" EAST ALONG THE WEST LINE OF SAID 1/4 SECTION 824.98 FEET TO A POINT; THENCE NORTH 88°55'07" EAST 80.01 FEET TO A POINT ON THE EAST LINE OF WAUWATOSA ROAD; THENCE SOUTH 01°07'47" EAST ALONG SAID EAST LINE 229.18 FEET TO THE POINT OF BEGINNING OF THE LANDS TO BE DESCRIBED; THENCE SOUTH 72°21'30" EAST 284.34 FEET TO A POINT; THENCE SOUTHERLY 44.41 FEET ALONG THE NORTHERLY LINE OF HIDDEN CREEK DRIVE AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE EAST, WHOSE RADIUS IS 2,05.00 FEET AND WHOSE CHORD BEARS SOUTH 17°01'47" WEST 44.34 FEET TO A POINT; THENCE SOUTH 76°29'35" WEST ALONG SAID NORTHERLY LINE 115.58 FEET TO A POINT; THENCE NORTH 63°37'05" WEST 248.01 FEET TO A POINT ON THE EAST LINE OF WAUWATOSA ROAD; THENCE NORTH 01°07'47" WEST 214.58 FEET TO THE POINT OF BEGINNING. CONTAINING 1.1152 ACRES

BUILDING AREA 7

PART OF PARCEL 1 OF CERTIFIED SURVEY MAP NO. 3284, BEING A PART OF THE SOUTHWEST 1/4 OF SECTION 27, TOWN 9 NORTH, RANGE 21 EAST, IN THE CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS.
COMMENCING AT THE NORTHWEST CORNER OF SAID 1/4 SECTION; THENCE SOUTH 01°07'47" EAST ALONG THE WEST LINE OF SAID 1/4 SECTION 824.98 FEET TO A POINT; THENCE NORTH 88°55'07" EAST 80.01 FEET TO A POINT ON THE EAST LINE OF WAUWATOSA ROAD; THENCE CONTINUING NORTH 88°55'07" EAST 832.63 FEET TO A POINT; THENCE SOUTH 01°07'47" EAST 311.36 FEET TO A POINT; THENCE SOUTH 88°32'47" WEST 68.36 FEET TO THE POINT OF BEGINNING OF THE LANDS TO BE DESCRIBED; THENCE CONTINUING SOUTH 88°32'47" WEST 253.14 FEET TO A POINT; THENCE NORTH 05°53'34" WEST 218.47 FEET TO A POINT ON THE SOUTHERLY LINE OF HIDDEN CREEK DRIVE; THENCE NORTH 74°34'04" EAST ALONG SAID SOUTHERLY LINE 5.28 FEET TO A POINT; THENCE SOUTHEASTERLY 34.88 FEET ALONG SAID SOUTHERLY LINE AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHWEST, WHOSE RADIUS IS 40.00 FEET AND WHOSE CHORD BEARS SOUTH 77°18'43" EAST 33.78 FEET TO A POINT; THENCE EASTERLY 133.00 FEET ALONG SAID SOUTHERLY LINE AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTH, WHOSE RADIUS IS 75.00 FEET AND WHOSE CHORD BEARS NORTH 61°37'30" EAST 108.97 FEET TO A POINT; THENCE SOUTH 33°01'23" EAST 75.00 FEET TO A POINT; THENCE SOUTH 27°38'25" EAST 102.96 FEET TO THE POINT OF BEGINNING. CONTAINING 0.6383 ACRES.

BUILDING AREA 9

PART OF PARCEL 1 OF CERTIFIED SURVEY MAP NO. 3284, BEING A PART OF THE SOUTHWEST 1/4 OF SECTION 27, TOWN 9 NORTH, RANGE 21 EAST, IN THE CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF SAID 1/4 SECTION; THENCE SOUTH 01°07'47" EAST ALONG THE WEST LINE OF SAID 1/4 SECTION 824.98 FEET TO A POINT; THENCE NORTH 88°55'07" EAST 80.01 FEET TO A POINT ON THE EAST LINE OF WAUWATOSA ROAD; THENCE CONTINUING NORTH 88°55'07" EAST 832.63 FEET TO A POINT; THENCE SOUTH 01°07'47" EAST 311.36 FEET TO A POINT; THENCE SOUTH 88°32'47" WEST 321.70 FEET TO THE POINT; THENCE SOUTH 88°32'47" WEST 353.99 FEET TO A POINT; THENCE NORTH 81°38'19" WEST 42.84 FEET TO A POINT; THENCE SOUTH 85°31'41" WEST 121.15 FEET TO THE POINT OF BEGINNING OF THE LANDS TO BE DESCRIBED; THENCE SOUTH 17°37'01" WEST 108.78 FEET TO A POINT; THENCE NORTH 81°22'04" WEST 148.09 FEET TO A POINT ON THE SOUTHERLY LINE OF HIDDEN CREEK DRIVE; THENCE NORTH 08°28'35" EAST ALONG SAID SOUTHERLY LINE 66.02 FEET TO A POINT; THENCE NORTHEASTERLY 174.87 FEET ALONG SAID SOUTHERLY LINE AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHEAST, WHOSE RADIUS IS 170.00 FEET AND WHOSE CHORD BEARS NORTH 33°36'01" EAST 167.26 FEET TO A POINT; THENCE SOUTH 24°23'34" EAST 133.88 FEET TO THE POINT OF BEGINNING. CONTAINING 0.6497 ACRES.

BUILDING AREA 10

PART OF PARCEL 1 OF CERTIFIED SURVEY MAP NO. 3284, BEING A PART OF THE SOUTHWEST 1/4 OF SECTION 27, TOWN 9 NORTH, RANGE 21 EAST, IN THE CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF SAID 1/4 SECTION; THENCE SOUTH 01°07'47" EAST ALONG THE WEST LINE OF SAID 1/4 SECTION 824.98 FEET TO A POINT; THENCE NORTH 88°55'07" EAST 80.01 FEET TO A POINT ON THE EAST LINE OF WAUWATOSA ROAD; THENCE CONTINUING NORTH 88°55'07" EAST 832.63 FEET TO A POINT; THENCE SOUTH 01°07'47" EAST 311.36 FEET TO A POINT; THENCE SOUTH 88°32'47" WEST 321.70 FEET TO THE POINT; THENCE SOUTH 88°32'47" WEST 353.99 FEET TO A POINT; THENCE NORTH 01°38'19" WEST 42.84 FEET TO A POINT; THENCE SOUTH 88°31'41" WEST 121.15 FEET TO THE POINT OF BEGINNING OF THE LANDS TO BE DESCRIBED; THENCE SOUTH 08°28'35" EAST 182.84 FEET TO A POINT; THENCE NORTH 81°24'54" WEST 152.40 FEET TO A POINT ON THE SOUTHERLY LINE OF HIDDEN CREEK DRIVE; THENCE NORTHERLY 43.82 FEET ALONG SAID SOUTHERLY LINE AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE WEST, WHOSE RADIUS IS 240.00 FEET AND WHOSE CHORD BEARS NORTH 13°27'28" EAST 43.76 FEET TO A POINT; THENCE NORTH 08°28'35" EAST ALONG SAID SOUTHERLY LINE 87.32 FEET TO A POINT; THENCE SOUTH 81°22'04" EAST 148.09 FEET TO THE POINT OF BEGINNING. CONTAINING 0.5748 ACRES.

EXPANSION LANDS:

PARCEL 2 OF CERTIFIED SURVEY MAP NO. 3284, BEING A PART OF THE SOUTHWEST 1/4 OF SECTION 27, TOWN 9 NORTH, RANGE 21 EAST, IN THE CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN

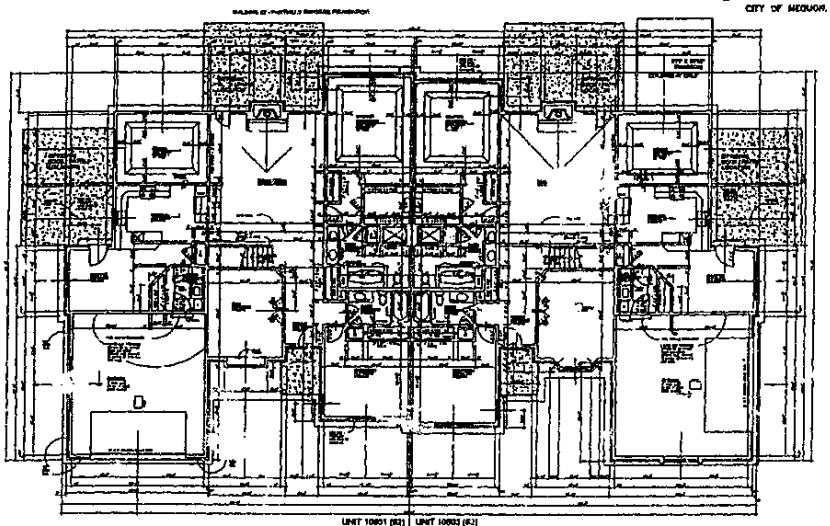
National Survey & Engineering

VOL 1496 PAGE 648

EXHIBIT C 5/8

HIDDEN CREEK CONDOMINIUM OF MEQUON ADDENDUM NO. 2

CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN



UNIT 10001 (B2) | UNIT 10003 (E2)
UNIT 10040 (B7) | UNIT 10038 (B7)

FIRST FLOOR PLAN BUILDING #2 & 37

NOTES:
1. EXTERIOR WALLS AND DOOR SWINGS SUBJECT TO CHANGE ON A UNIT BY UNIT BASIS.

- DENOTES LIMITED COMMON ELEMENTS AND INCLUDES PATIOS, DECKS, FRONT STOOPS, SIDEWALKS AND DRIVEWAY. ALL SIZES AND LOCATIONS OF LIMITED COMMON ELEMENTS ARE SUBJECT TO CHANGE.

FIRST FLOOR PLAN BUILDING 2 & 7

GRAPHIC SCALE

3 6 9 15 30

(IN FEET)

1 inch = 15 ft.

National Survey & Engineering

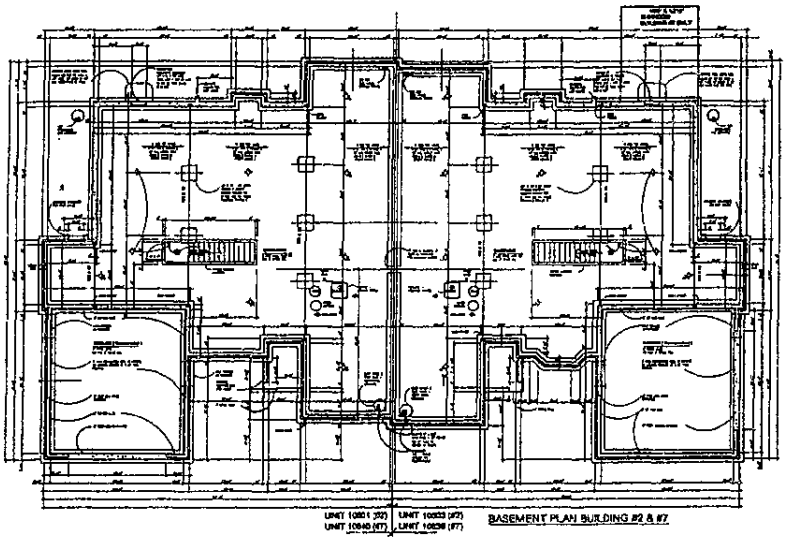
PAGE 5 OF 8

VOL 1496 PAGE 649

EXHIBIT C 6/8

HIDDEN CREEK CONDOMINIUM OF MEQUON ADDENDUM NO. 2

CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN



UNIT 10801 (#3) UNIT 10833 (#5)
UNIT 10840 (#7) UNIT 10836 (#7)

BASEMENT PLAN BUILDING #2 & #7

NOTE :

INTERIOR WALLS AND DOOR SWINGS SUBJECT TO CHANGE ON A UNIT BY UNIT BASIS.

GRAPHIC SCALE

(IN FEET)

1 inch = 10 ft.

BASEMENT PLAN BUILDING 2 & 7

Hustad Survey & Engineering

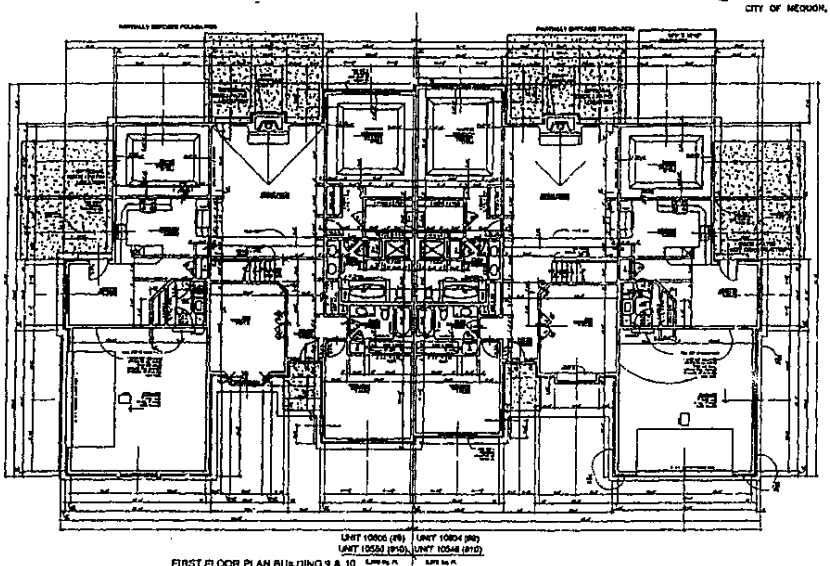
PAGE 6 OF 8

vol 1496 PAGE 650

EXHIBIT C 7/8

HIDDEN CREEK CONDOMINIUM OF MEQUON ADDENDUM NO. 2

CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN



UNIT 10606 (#9) | UNIT 10604 (#8)
UNIT 10550 (#10) | UNIT 10548 (#11)

FIRST FLOOR PLAN BUILDING 9 & 10

NOTES :

INTERIOR WALLS AND DOOR SWINGS SUBJECT TO CHANGE ON A UNIT BY UNIT BASIS.

= DENOTES LIMITED COMMON ELEMENTS AND INCLUDES PATIOS, DECKS, FRONT STOOPS, SIDEWALKS AND DRIVEWAY. ALL SIZES AND LOCATIONS OF LIMITED COMMON ELEMENTS ARE SUBJECT TO CHANGE.

FIRST FLOOR PLAN BUILDING 9 & 10

GRAPHIC SCALE

5 0 5 10 20

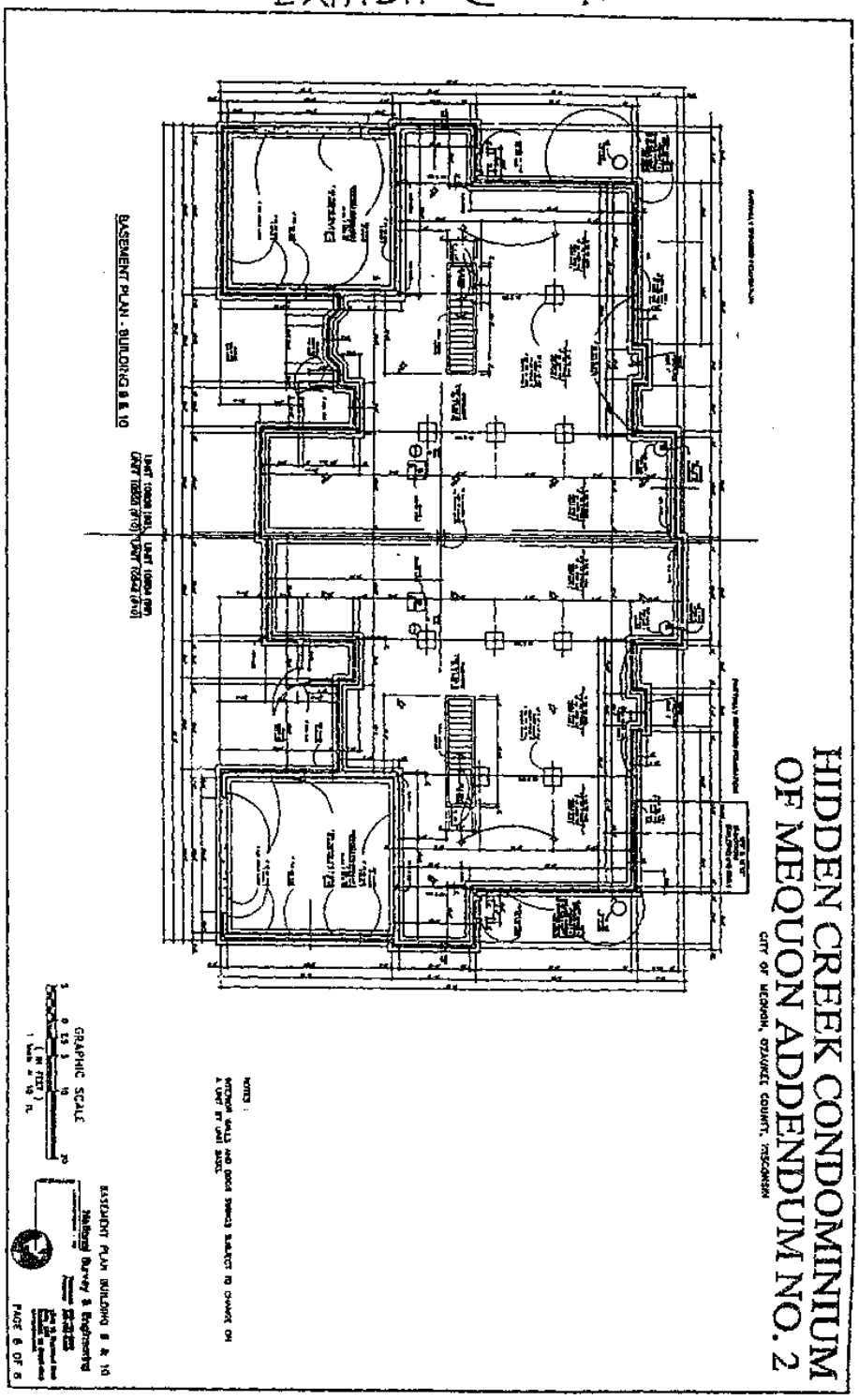
(IN FEET)

1 inch = 10 ft.

National Survey & Engineering

PAGE 7 OF 8

EXHIBIT C 8/8


HIDDEN CREEK CONDOMINIUM
OF MEQUON ADDENDUM NO. 2
CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN
BASEMENT PLAN - BUILDING # 8 & 10
GRAPHIC SCALE
EASEMENT PLAN BUILDING # 8 & 10
PAGE 6 OF 6