CC&Rs
Nicolet Parc Condo Association

Document not for resale
HomeWiseDocs

NEW COVER SHEET LANGUAGE
REQUIRED AS OF NOVEMBER 1, 2004
(Attach this to Disclosure Papers)

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

2. **THESE DISCLOSURE MATERIALS GIVEN TO YOU AS REQUIRED BY LAW MAY, WITH THE EXCEPTION OF THE EXECUTIVE SUMMARY, BE RELIED UPON AS CORRECT AND BINDING. FOR A COMPLETE UNDERSTANDING OF THE EXECUTIVE SUMMARY, CONSULT THE DISCLOSURE DOCUMENTS TO WHICH A PARTICULAR EXECUTIVE SUMMARY PERTAINS. ORAL STATEMENTS MAY NOT BE LEGALLY BINDING.**

3. **YOU MAY AT ANY TIME WITHIN 5 BUSINESS DAYS FOLLOWING RECEIPT OF THESE DOCUMENTS, OR FOLLOWING NOTICE OF ANY MATERIAL CHANGES IN THESE DOCUMENTS, CANCEL IN WRITING THE CONTRACT OF SALE AND RECEIVE A FULL REFUND OF ANY DEPOSITS MADE. IF THE SELLER DELIVERS LESS THAN ALL OF THE DOCUMENTS REQUIRED, YOU MAY, WITHIN 5 BUSINESS DAYS FOLLOWING RECEIPT OF THE DOCUMENTS, DELIVER A REQUEST FOR ANY MISSING DOCUMENTS. IF YOU TIMELY DELIVER A REQUEST FOR MISSING DOCUMENTS, YOU MAY, AT ANY TIME WITHIN 5 BUSINESS DAYS FOLLOWING THE EARLIER OF EITHER THE RECEIPT OF THE QUESTED DOCUMENTS OR THE SELLER'S DEADLINE TO VER THE REQUESTED DOCUMENTS, CANCEL IN WRITING NTRACT OF SALE AND RECEIVE A FULL REFUND OF ANY S MADE.**

Document not for resale
HomeWiseDocs



EQUAL HOUSING OPPORTUNITY

CONDOMINIUM

NICOLET PARC CONDOMINIUM

Declarant: Legacy/Nicolet Parc, LLC
500 West Bender Road
Milwaukee, WI 53217

Agent: Lawdock, Inc.
411 East Wisconsin Avenue
Suite 2550
Milwaukee, WI 53202-4497

Document not for resale
HomeWiseDocs

This document book prepared by:

Scott L. Langlois

Quarles & Brady

411 East Wisconsin Avenue
Milwaukee, Wisconsin 53202-4497

Document not for resale
HomeWiseDocs

NICOLET PARC CONDOMINIUM

INDEX

NICOLET PARC CONDOMINIUM is to be created by the recording of the Condominium Declaration with the Register of Deeds in Milwaukee County, Wisconsin. In compliance with disclosure requirements of the Wisconsin Condominium Ownership Act, this book is provided to each prospective purchaser of a Unit in **NICOLET PARC CONDOMINIUM**, and contains the following documents and exhibits:

1. **DECLARATION.** The Declaration establishes and describes the condominium, the units and the common elements. The Declaration begins on page 7.

2. **CONDOMINIUM PLAT.** The Declarant has provided floor plans of the units being offered for sale and a map of **NICOLET PARC CONDOMINIUM** which shows the location of the unit you are considering and all facilities and common elements which are part of the condominium. The floor plans and map begin on page 27.

3. **ARTICLES OF INCORPORATION.** The operation of a condominium is governed by the Association, of which each unit owner is a member. Powers, duties, and operation of an Association are specified in its Articles of Incorporation. The Articles of Incorporation begin on page 37.

4. **BY-LAWS.** The By-Laws contain rules which govern the condominium and affect the rights and responsibilities of unit owners. The By-Laws begin on page 43.

5. **ANNUAL OPERATING BUDGET.** The Association incurs expenses for the operation of the **NICOLET PARC CONDOMINIUM** which are assessed to the unit owners. The operating budget is an estimate of those charges, which are in addition to mortgage and utility payments. The budget begins on page 59.

6. **MANAGEMENT OR EMPLOYMENT CONTRACTS.** Certain services may be provided to a condominium through contracts with individuals or private firms. The proposed form of a Condominium Management Agreement between Nicolet Parc Condominium Association, Ltd. and Nankin Property Management Services, LLC is included in this book beginning on page 63.

7. **LEASES - NONE.** Units in condominiums may be sold subject to one or more leases of property or facilities which are not a part of the condominium. There are no such leases involving **NICOLET PARC CONDOMINIUM**.

8. **EXPANSION PLANS.** The Declarant has reserved the right to expand the Condominium in the future. The expansion plans provide for the addition of Future Phases to **NICOLET PARC CONDOMINIUM** as shown in Exhibits to the Declaration and the Condominium Plat. All Phases, when completed, are to constitute one entire condominium project. **NICOLET PARC CONDOMINIUM** is limited to a total of no more than 112 condominium units, of which 72 condominium units have been or will be declared as Phase I. Therefore, a maximum of an additional 40 units may be constructed and added to **NICOLET PARC CONDOMINIUM** as Future Phases at the option of the Declarant. A description of the plans for expansion and the effect on unit owners is found in Section 22 of the Declaration, beginning on page 19.

Document not for resale
HomeWiseDocs

9. **DECLARANT STATEMENTS.** The present condition of those structural components and mechanical and electrical installations that are material to the use and the enjoyment of the buildings is set forth in the attached report prepared by an independent architect, as of the date of such report. The architect report begins on page 71. No representations are made by Declarant regarding the expected useful life of the items set forth in the architect report. As set forth in the architect report, as of the date of this report, there were no outstanding notices of uncured violations of building code or other municipal regulations.

Document not for resale
HomeWiseDocs

CONDOMINIUM DECLARATION

TABLE OF CONTENTS

CONDOMINIUM DECLARATION Page

1. Statement of Declaration 1
2. Name and Address 2
3. Expandable Condominium 2
4. Legal Description 2
5. Definition and Description of Units 3
6. Description and Location of Buildings 3
7. Common Elements and Facilities 3
8. Limited Common Elements 4
9. Ownership of Unit and Percentage of Ownership in Common Elements and Limited Common Elements 5
10. Association of Unit Owners 5
11. Residential Purpose 6
12. Repairs and Maintenance 6
13. No Subdivision 8
14. Destruction and Reconstruction 8
15. Insurance 8
16. Liability for Common Expenses 9
17. Partition of Common Elements Prohibited 10
18. Conveyance to Include Interests in Common Elements and Limited Common Elements 10
19. Easements, Reservations and Encroachments 11
20. Rights of Action; Failure of Association to Insist on Strict Performance Not Waiver 11
21. Amendments to Declaration 12
22. Expansions of Nicolet Parc Condominium 13
23. Notices 17
24. Resident Agent 17
25. Mortgagee Rights 18
26. Number and Gender 19
27. Captions 19
28. Severability and Assignment 19

CONDOMINIUM PLAT

Document not for resale
HomeWiseDocs

Document not for resale
HomeWiseDocs

Document Number	Document Title
	Condominium Declaration

NICOLET PARC CONDOMINIUM

Declarant:

Legacy/Nicolet Parc, LLC
500 West Bender Road
Milwaukee, WI 53217

Agent:

Lawdock, Inc.
411 East Wisconsin Avenue
Suite 2550
Milwaukee, WI 53202-4497

Recording Area

Name and Return Address

Scott L. Langlois
Quarles & Brady
411 East Wisconsin Avenue
Milwaukee, WI 53202

162-9019

Parcel Identification Number (PIN)

CONDOMINIUM DECLARATION

NICOLET PARC CONDOMINIUM

THIS DECLARATION is made pursuant to the Condominium Ownership Act of the State of Wisconsin, Chapter 703 of the Wisconsin Statutes (hereinafter sometimes referred to as the "Act") this 17th day of July, 1997, by Legacy/Nicolet Parc LLC, a Wisconsin limited liability company (hereinafter referred to as "Declarant").

1. STATEMENT OF DECLARATION.

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

Declarant hereby declares that it is the sole owner of the real property described in Section 4 hereof, together with all buildings and improvements thereon or to be constructed thereon (hereinafter referred to as "the Property") which is hereby submitted to the condominium form of ownership as provided in the Act and this Declaration. All provisions hereof shall be deemed to run

Document not for resale
HomeWiseDocs

with the land and shall constitute benefits and burdens to the Declarant, its successors and assigns, and to all parties hereafter having any interest in the Property.

2. **NAME AND ADDRESS.**

The real estate described in Section 4 and all buildings and improvements thereon and thereto shall be known as **NICOLET PARC CONDOMINIUM**. The address of the Condominium is 500 West Bender Road, Milwaukee, Wisconsin 53217.

3. **EXPANDABLE CONDOMINIUM.**

Declarant intends to develop **NICOLET PARC CONDOMINIUM** in phases, so that in addition to the real estate and improvements described in Section 4 and submitted to the condominium form of ownership hereunder, Declarant may declare and annex to **NICOLET PARC CONDOMINIUM** certain additional real estate and improvements, in the manner provided in Section 22 herein. **NICOLET PARC CONDOMINIUM** may ultimately consist of a residential condominium of up to 112 Units (as hereinafter defined) if all proposed expansions are accomplished. In the event such expansions are accomplished, the percentage of undivided ownership interest of each Unit owner in the common elements, voting rights, and each Unit owner's share of common expenses will be changed to include additional Unit owners and the additional property and improvements included in **NICOLET PARC CONDOMINIUM**.

4. **LEGAL DESCRIPTION.**

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

> BEING PARCEL 2 OF CERTIFIED SURVEY MAP NO. 5623, BEING A DIVISION OF LANDS IN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 8 NORTH, RANGE 22 EAST, IN THE CITY OF GLENDALE, MILWAUKEE COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
>
> COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 29; THENCE SOUTH 0003'05" EAST ALONG THE EAST LINE OF SAID 1/4 SECTION 1318.98 FEET TO A POINT; THENCE NORTH 8946'00" EAST ALONG THE CENTERLINE OF WEST BENDER ROAD 66.00 FEET TO A POINT; THENCE NORTH 0003'05" EAST AND PARALLEL TO THE EAST LINE OF SAID 1/4 SECTION 190.00 FEET TO THE POINT OF BEGINNING OF THE LANDS TO BE DESCRIBED; THENCE NORTH 5609'00" WEST 53.43 FEET TO A POINT; THENCE SOUTH 8955'16" WEST 660.16 FEET TO A POINT; THENCE NORTH 0003'05" EAST 385.47 FEET TO A POINT; THENCE NORTHEASTERLY 668.71 FEET ALONG THE SOUTH LINE OF CHICAGO & NORTHWESTERN TRANSPORTATION COMPANY RIGHT OF WAY AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTH, WHOSE RADIUS IS 3969.83 FEET AND WHOSE CHORD BEARS NORTH 8326'13" EAST 840.15 FEET TO A POINT; THENCE SOUTH 0717'40" WEST 98.12 FEET TO A

Document not for resale
HomeWiseDocs

POINT; THENCE SOUTH 0741'45" WEST 87.07 FEET TO A POINT; THENCE SOUTH 8242'20" WEST 29.64 FEET TO A POINT; THENCE SOUTH 0003'05" EAST 102.00 FEET TO A POINT; THENCE SOUTH 2435'29" EAST 102.00 FEET TO A POINT; THENCE SOUTH 5542'46" EAST 55.00 FEET TO A POINT; THENCE NORTH 8946'00" EAST 110.00 FEET TO A POINT; THENCE SOUTH 0003'05" WEST 63.00 FEET TO A POINT; THENCE SOUTH 8946'00" WEST 130.00 FEET TO THE POINT OF BEGINNING.

5. DEFINITION AND DESCRIPTION OF UNITS.

5.1 **Number.** Seventy-two (72) residential condominium units are hereby declared in **NICOLET PARC CONDOMINIUM** (individually a "Unit" and collectively the "Units").

5.2 **Definition.** A Unit is that separate area within a building intended for independent, private use, comprised of one or more cubicles of air at one or more levels of space, having outer boundaries formed by the interior surfaces of the perimeter walls, floors, and ceilings, including the windows, window frames, doors and door frames of the Units, as said boundaries are shown in the Condominium Plat attached hereto, together with all fixtures and improvements therein contained, and including an enclosed parking garage and the enclosed stairways leading up to the Units located on the second levels of the buildings as a part of each Unit, as shown on the Condominium Plat.

5.3 **Identification.** The Units are designated by the numbers as set forth on the Condominium Plat. The Unit designations and locations and floor plans for the Units are as set forth in the Condominium Plat attached hereto. The approximate dimensions and floor area of each Unit, number of rooms, immediate Common Elements (as hereinafter defined) to which the Units have access, and further details identifying and describing the Units are as set forth in the Condominium Plat.

6. DESCRIPTION AND LOCATION OF BUILDINGS.

There are nine (9) main buildings on the real estate described in Section 4 above, each of which contains eight (8) single-family residential condominium Units. There is also a small utility shed building on this real estate. The buildings are located on the real estate as indicated on the Condominium Plat. The buildings containing Units constructed upon the Property are two (2) stories in height, include an indoor parking garage as a part of each Unit, and are constructed principally with a prefabricated wood floor and roof truss framing system with an exterior comprised of face brick on the first story, simulated stucco on the second story and painted cedar siding trim, overhang and fascia. Floor plans of the Units are attached hereto as a part of the Condominium Plat.

7. COMMON ELEMENTS AND FACILITIES.

7.1 **Description.** The common elements ("Common Elements") shall consist of all of the **NICOLET PARC CONDOMINIUM**, except the individual Units and fixtures therein, as defined hereunder, and shall include, without limitation, the land on which the buildings are located; the private roadways, building structures and exteriors, perimeter and bearing walls; common sidewalks, driveways and walkways; building roofs; foundations; pipes; ducts; electrical wiring and conduits; utility services; public utility lines; master television cable or antenna and lines;

Document not for resale
HomeWiseDocs

water mains and lines, sewer laterals; outside walls; girders, beams and supports; the landscaping comprising or which may comprise the Property; and all other improvements and appurtenances.

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

7.3 **Association Easement and Option to Purchase.** Access to the Property from Bender Road is pursuant to a Temporary Driveway Easement Agreement dated November 6, 1991 by and between the City of Glendale, the Village of Fox Point and the Village of Whitefish Bay, Wisconsin ("Grantor") and Nicolet Parc Partnership (a predecessor in title to Declarant) recorded in the deed records of Milwaukee County on Reel 2662, Image 288 as Document No. 6546307 (the "Driveway Easement"). The Driveway Easement provides that it may be terminated by Grantor giving written notice of termination at least one year prior to the effective date of such termination. There is an Option and Right of First Refusal between the Grantor and Nicolet Parc Partnership recorded November 29, 1991 on Reel 2662, Image 299 as Document No. 6546308 (the "Option"), which provides in the event Grantor terminates the Driveway Easement, the Option may be exercised within ninety (90) days after the date Declarant receives notice that Grantor intends to terminate the Driveway Easement, which Option allows the purchase of the property described in the Option to provide access from the Property to Bender Road, at the price set forth in the Option. Declarant hereby assigns all of its right, title and interest under the Driveway Easement and the Option to the Association, for the benefit of all of the Unit owners. In the event of the exercise of this Option by the Association, the Association shall be responsible for the payment of the purchase price thereunder to the Grantor.

8. LIMITED COMMON ELEMENTS.

8.1 **Description.** A portion of the Common Elements are designated as "Limited Common Elements," as shown in the Condominium Plat. Such Limited Common Elements shall be reserved for the exclusive and pursuant use of the owner or occupant of the Unit to which they are appurtenant, to the exclusion of all other Units in **NICOLET PARC CONDOMINIUM**. Such Limited Common Elements consist of the patios for the first story Units and balconies for second story Units, the walkways leading up to the doors of each Unit, the parking areas located in front of the garages appurtenant to and part of each Unit, and such other Limited Common Elements as may be identified in the Condominium Plat.

8.2 **Use.** The manner of use of the Limited Common Elements shall be governed by the By-Laws of, and such rules and regulations as may be established by, the Association, and no Unit owner shall alter, remove, repair, paint, decorate, landscape or adorn any Limited Common Element, or permit such, in any manner contrary to such By-Laws and rules and regulations. No major or structural changes or alterations shall be made by any Unit owner to any of the Limited Common Elements without the prior written approval of the Association, which approval may be given upon such terms and conditions as the Association deems appropriate.

Document not for resale
HomeWiseDocs

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

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

The initial percentage of such undivided ownership interest in the Common Elements and Limited Common Elements relating to each Unit and its owner for all purposes, including voting and proportionate payment of common expenses, shall be determined by dividing the number one (1) by the number seventy-two (72), or approximately 1.38888%.

The percentage of such ownership of the Common Elements and Limited Common Elements shall be subject to change and adjustment in the event of annexation of additional properties and improvements to **NICOLET PARC CONDOMINIUM**, as provided in Section 22 herein, and new percentages shall be shown in any amendment to this Declaration. The percentage ownership interest in the Common Elements for all Unit owners upon annexation to the Condominium as set forth in Section 22 herein shall be determined by dividing the number one (1) by the total number of Units then comprising **NICOLET PARC CONDOMINIUM.**

10. ASSOCIATION OF UNIT OWNERS.

10.1 **Membership, Duties and Obligations.** All Unit owners shall be entitled and required to be a member of an association of Unit owners to be known as Nicolet Parc Condominium Association, Ltd. (the "Association") which shall be responsible for carrying out the purposes of this Declaration, including the exclusive management and control of the Common Elements and Limited Common Elements. Such Association shall be incorporated as a non-stock corporation under the laws of the State of Wisconsin. Each Unit owner and the occupants of the Units shall abide by and be subject to all of the rules, regulations, duties and obligations of this Declaration and the By-Laws and rules and regulations of the Association.

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

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

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

Document not for resale
HomeWiseDocs

ulations of the Association, until the earlier of: (a) ten (10) years from the date of first sale of a Unit by Declarant, (b) thirty (30) days after the conveyance of seventy-five percent (75%) of the Common Element interest to purchasers by Declarant, or (c) until such earlier time as may be determined by Declarant, subject in each case to provisions of the Act. The percentage in (b) above shall be calculated with the assumption that all Units to be completed are included in the Condominium, including those in Future Phases. Each owner of a Unit in **NICOLET PARC CONDOMINIUM** shall be deemed by acceptance of any deed to any Unit to agree, approve, and consent to the right of Declarant to so control the Association.

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

10.5 **Association Records.** The Association shall have current copies of this Declaration, the Articles of Incorporation and the By-Laws of the Association, the Condominium Plat, any rules or regulations affecting **NICOLET PARC CONDOMINIUM,** and the Association's books, records and financial statements available for inspection during normal business hours by Unit owners or by holders, insurers or guarantors of first mortgages secured by condominium Units in **NICOLET PARC CONDOMINIUM.** Upon written request, the Association shall provide a written financial statement for the preceding fiscal year to any such holder, insurer or guarantor of a first mortgage secured by a Unit in **NICOLET PARC CONDOMINIUM**. The Association shall make available to prospective purchasers current copies of the Declaration, By-Laws of the Association, any rules and regulations affecting **NICOLET PARC CONDOMINIUM** and the most recent financial statement of the Association during normal business hours.

11. RESIDENTIAL PURPOSE.

The condominium buildings and the Units therein contained are intended for and restricted exclusively to residential uses as governed by the terms and conditions contained herein and the By-Laws of the Association. Notwithstanding the foregoing, the Declarant reserves the right, at its option and in its sole discretion, to use and occupy various Units, selected by the Declarant, as "model" Units and sales offices, to the exclusive use of the small shed building as shown on the Condominium Plat, and to designate reserved parking spaces to be used in connection with Declarant's sale activities and to direct prospective buyers to parking areas, until such time as all annexations provided for in Section 22 herein have been completed by Declarant, or all Units have been sold, or until such earlier time as may be determined by Declarant.

12. REPAIRS AND MAINTENANCE.

12.1 **Individual Units.** Each Unit owner shall be responsible for keeping the interior of his or her Unit and all of its equipment, fixtures and appurtenances in good order, condition and repair and in a clean and sanitary condition, and shall be responsible for interior decorating, painting and varnishing which may at any time be necessary to maintain the good appearance and condition of his or her Unit, all as is more fully set forth in the By-Laws of the Association. Without in any way limiting the foregoing, in addition to decorating and keeping the interior of the Unit in good repair, each Unit owner shall be responsible for the maintenance, repair or replacement of any doors and windows (including replacement of broken glass), patio and balcony doors, garage doors, screens and screening, lighting fixtures, refrigerators, ranges, heating and air conditioning equipment, including appurtenant compressor and equipment, plumbing fixtures, dishwashers,

Document not for resale
HomeWiseDocs

disposals, laundry equipment such as washers and dryers, water heaters, interior electrical wiring and fixtures, door bells, or other equipment which may be in, or connect with, the Unit or the Limited Common Elements appurtenant to the Unit. For purposes of uniformity of external appearance and quality, the Association may specify the type, color and quality of materials to be used in replacing, repairing, painting or maintaining external fixtures such as entry doors, garage doors, lighting fixtures and other items which may be determined from time to time by the Board of Directors of the Association.

12.2 **Common Elements.** The Association shall be responsible for the management and control of the Common Elements and Limited Common Elements, and shall cause the same to be kept in good, clean, attractive and sanitary condition, order, and repair. Without in any way limiting the foregoing, this shall include all routine painting, repair, and maintenance of building exteriors, including walls and roof, garage exteriors, and repair and maintenance of walkways and driveways, as is all more fully set forth in the By-Laws. All expenses of maintenance of the Common Elements shall be a common expense of the Association. The Association shall have control over all additions, improvements and alterations to Common Elements and Limited Common Elements. Individual Unit owners may make alterations or additions to Common Elements or Limited Common Elements, upon application to and prior approval by the Association. Individual Unit owners shall be responsible at their sole expense for maintenance, repair and upkeep of all such individual additions, improvements, alterations and changes made to the Common Elements or Limited Common Elements. In the event any repair or maintenance of the Common Elements is necessitated by reason of the negligence or misuse of a Unit owner or the guest or agent of a Unit owner, such expense shall be charged and specially assessed against the responsible Unit owner, unless such loss is covered by insurance.

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

12.4 **Prohibition Against Structural Changes by Owner.** A Unit owner shall not, without first obtaining the written consent of the Association, make or permit to be made any structural alterations, changes or improvements to his or her Unit, or in or to the exterior of any building or any Common Elements or Limited Common Elements, or make or install any improvements or equipment which may affect other Units or the owners of other Units. A Unit owner shall not perform, or allow to be performed, any act or work which will impair the structural soundness or integrity of the buildings or Units, or the safety of the Property, or impair any easement or property right, without the prior written consent of the Association.

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

Document not for resale
HomeWiseDocs

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

13. **NO SUBDIVISION.**

No Unit in **NICOLET PARC CONDOMINIUM** may be subdivided or separated and no relocation of boundaries between adjoining Units shall be allowed except pursuant to such standards as may be promulgated by and with the consent of the Association.

14. **DESTRUCTION AND RECONSTRUCTION.**

In the event of a partial or total damage or destruction of a building or buildings or any other part of the Common Elements, such shall be repaired and rebuilt as soon as practicable and substantially to the same design, plan and specifications as originally built, so as to be compatible with the remainder of **NICOLET PARC CONDOMINIUM**. However, in the case of damage or destruction, the repair or reconstruction of which would exceed available insurance proceeds, the Association may determine not to rebuild or repair by affirmative vote and written consent of at least 75% of the votes in the Association within 90 days of the date of the damage or destruction. In such event, the Property shall be subject to an action for partition and shall be partitioned pursuant to §703.18 of the Wisconsin Statutes, providing for distribution of net proceeds of sale of the Property and net proceeds of insurance in proportion to the undivided percentage ownership interests in the Common Elements and in accordance with the priority of interests in each Unit, and the Association shall be dissolved.

On reconstruction, the design, plan and specifications of any building or Unit may vary from that of the original upon approval of the Association, provided, however, that the number of square feet of any Unit may not vary by more than five percent (5%) from the number of square feet for such Unit as originally constructed, and the location of the building shall be substantially the same as prior to damage or destruction. The proceeds of any insurance provided by the Association and collected for such damage or destruction shall be available to the Association for the purpose of repair or reconstruction, as provided in Section 15 hereof. The Association shall have the right to levy assessments as a common expense against all Unit owners in the event that the proceeds of any insurance collected are insufficient to pay the estimated or actual costs of repair or reconstruction.

15. **INSURANCE.**

15.1 **Units.** Individual Unit owners shall provide insurance for the interior of their respective Units and all fixtures and improvements contained therein. Premiums for such insurance shall be ~~an individual expense~~ of ~~the~~ respective Unit owners.

15.2 **Common Elements.** The Association shall provide and maintain fire and broad form extended coverage insurance on the buildings, improvements, and any other Common Elements and Limited Common Elements in an amount not less than the full replacement value thereof from time to time. Such insurance shall be obtained in the name of the Association as trustee for each of the Unit owners and their respective mortgagees in the percentages established in this Declaration, ~~as~~ their ~~interests~~ may appear. Premiums shall be a common expense.

In the event of partial or total destruction of a building or buildings and the repair or reconstruction of such building or buildings in accordance with Section 14 hereof, the proceeds of such

Document not for resale
HomeWiseDocs

insurance shall be paid to the Association as trustee to be applied to the cost thereof. If it is determined not to reconstruct or repair, then the insurance proceeds together with the net proceeds of sale, shall be distributed to the Unit owners and their mortgagees, if any, as their respective interests may appear, in the manner provided by the Act.

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

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

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

16. LIABILITY FOR COMMON EXPENSES.

The costs of administration of the Association, insurance, repair, maintenance and other expenses of the buildings, improvements, the Common Elements and Limited Common Elements, including common services provided to the Unit owners such as professional management services, trash removal, sewer, snow removal, and repair and maintenance of landscaping, walkways, private roadways, driveways, driveway lights, and parking areas, shall be paid for by the Association. The Association shall make assessments against the Unit owners and the Units for such common expenses in accordance with the percentage of the undivided interest in the Common Elements relating to each Unit, in the manner provided in the By-Laws of the Association. No Unit owner may exempt himself or herself or his or her Unit ownership from liability for his or her contribution toward the common expenses by waiver of the use or enjoyment of any of the Common Elements or Limited Common Elements or services or by abandonment of his or her Unit or because of a dispute over services provided or not provided by the Association; and no conveyance shall relieve the Unit owner-grantor or his or her Unit of such liability, and he or she shall be jointly, severally and personally liable along with his or her grantee in any such conveyance for the common expenses incurred up to the date of sale, until all expenses charged to his

Document not for resale
HomeWiseDocs

or her Unit have been paid. The Association shall be responsible for the management and control of the Common Elements and Limited Common Elements, and no Unit owner shall have any "self help" rights regarding the Common Elements or Limited Common Elements or any right to reimbursement from the Association for any purported benefit conferred upon any Common Element or Limited Common Element by any Unit owner without the explicit consent of the Association.

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

If a Unit owner defaults in any payment, the Association shall take appropriate measures as provided by law. The defaulting Unit owner shall be responsible for all costs incurred by the Association in seeking to enforce payment including the Association's actual attorney fees. Unit owners shall be both personally liable for assessments and a lien shall be imposed against such owner's Unit for same; provided, however, such lien shall be subordinate to the lien of a first mortgage recorded prior to the due date of the delinquent assessment. Liens for unpaid assessments as provided in the Act shall also extend to and secure interest, fines and reasonable costs of collection including attorneys' fees incurred by the Association incident to the collection of assessments or enforcement of liens. The Association may purchase a Unit upon the foreclosure of its lien. A lien for assessments will not be affected by the sale or transfer of a Unit, provided that the foreclosure of a first mortgage lien extinguishes the lien for any assessments payable prior to such foreclosure sale.

17. PARTITION OF COMMON ELEMENTS PROHIBITED.

There shall be no partition of the Common Elements and Limited Common Elements through judicial proceedings or otherwise, except as otherwise provided in this Declaration, until this Declaration is terminated and the Property is withdrawn from its terms or from the terms of the 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 said single Unit as between such co-owners. No Unit may be subdivided or separated except pursuant to such standards as may be promulgated by and with the consent of the Association.

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

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

Document not for resale
HomeWiseDocs

19. EASEMENTS, RESERVATIONS AND ENCROACHMENTS.

19.1 **Utilities.** Easements are hereby declared and granted for the benefit of the Unit owners and the Association and reserved for the benefit of the Declarant for utility purposes, including the right to install, lay, maintain, repair and replace water lines and pipes, sewer lines, gas mains, telephone wires and equipment, master television antenna system or cable wires and equipment, and electrical conduits and wires and equipment, including power transformers, over, under, along and on any part of the Common Elements, to service the Property or the property described in Section 22 herein. The Association or the Declarant has the right to grant easements for utilities as provided above under, through or over the Common Elements which are reasonably necessary to the ongoing development and operation of **NICOLET PARC CONDOMINIUM**.

19.2 **Encroachments.** In the event that by reason of the construction, reconstruction, repair, settlement, movement or shifting of any building, or the design or construction of any Unit, any part of the Common Elements or Limited Common Elements, encroaches or shall hereafter encroach upon any part of any Unit, or any part of any Unit encroaches or shall hereafter encroach upon any part of the Common Elements or Limited Common Elements, or any portion of any Unit encroaches upon any part of any other Unit, valid easements for the maintenance of such encroachment are hereby established and shall exist for the benefit of such Unit so long as all or any part of the building containing such Unit shall remain standing, and Unit and Common Element boundaries shall be as provided in the Act. Provided, however, that in no event shall a valid easement for any encroachment be created in favor of the owner of any Unit or in favor of the owner or owners of the Common Elements or Limited Common Elements, if such encroachment occurred due to the willful and knowing conduct of said owner or owners.

19.3 **Rights of Ingress and Egress.** Each Unit owner shall have an unrestricted right of ingress and egress to and from his or her Unit that shall be perpetual and pass with the Unit upon transfers of ownership.

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

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

20.1 **Rights of Action.** If any Unit owner fails to comply with this Declaration or the By-Laws or decisions made by the Association, the Association or any other Unit owner may sue such Unit owner for damages caused by the failure or for injunctive relief. In addition, the Association shall have the enforcement authority contained in the By-Laws of the Association. If the Association fails to comply with this Declaration or the By-Laws, any Unit owner may sue the Association for damages caused by such failure.

20.2 **No Waiver.** The failure of the Association to insist, in any one or more instances, upon the strict performance of any of the terms, covenants, conditions or restrictions of this Declaration, or to exercise any right or option herein contained, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment for the future of such term, covenant, con-

Document not for resale
HomeWiseDocs

dition or restriction, but such term, covenant, condition or restriction shall remain in full force and effect. The receipt by the Association of payment of any assessment from a Unit owner, with knowledge of the breach of any covenant hereof, shall not be deemed as a waiver of such breach, and no waiver by the Association of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Association.

21. **AMENDMENTS TO DECLARATION.**

21.1 **General.** Except as otherwise provided by the Act with respect to termination of the condominium form of ownership, and except as provided in Section 22 herein and in Section 21.2 below, this Declaration may be amended only with the written consent of Unit owners with not less than two-thirds (2/3) of the votes in the Association. A Unit owner's written consent is not effective unless it is approved by the mortgagee of the Unit, if any. Prior to completion of construction and initial sale of all Units by Declarant, the consent in writing of the Declarant, its successors or assigns, shall also be required. No amendment shall alter or abrogate the rights of Declarant as contained in this Declaration. Amendments shall be executed by the President of the Association and shall become effective when recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin. A copy of the amendment shall be recorded with the Office of the Register of Deeds for Milwaukee County, and a copy of the amendment shall also be mailed or personally delivered to each Unit owner at his or her address on file with the Association. If the Department of Veterans Affairs has approved **NICOLET PARC CONDOMINIUM**, and while the Declarant is in control of the Association, any amendment, except an amendment to expand **NICOLET PARK CONDOMINIUM** as provided in Section 22 herein, shall be approved by the Secretary of the Department of Veterans Affairs prior to recordation. This approval right will include any amendment to merge **NICOLET PARC CONDOMINIUM** with a successor condominium regime.

21.2 **Material Amendments.** Amendments of a material nature, in addition to requiring the written consent of not less than two-thirds (2/3) of the total votes in the Association shall also require approval by Eligible Mortgagees (as hereinafter defined) who represent at least 51% of the votes of Unit owners that are subject to such mortgages. A change to any provision of this Declaration related to the following matters is defined as "material":

21.2.1 Voting rights;

21.2.2 Increases in assessments which exceed 25% of the previously assessed amount, assessment liens, or the priority of assessment liens:

21.2.3 Reductions in reserves for maintenance, repair, and replacement of common areas;

21.2.4 Responsibility for maintenance and repairs;

21.2.5 Reallocation of interests in the Common Elements or the Limited Common Elements, or rights to their use;

21.2.6 Redefinition of any Unit boundaries;

21.2.7 Convertibility of Units into Common Elements or vice versa;

21.2.8 Expansion or contraction of **NICOLET PARC CONDOMINIUM**, or the addition, annexation, or withdrawal of property to or from **NICOLET PARC CONDOMINIUM** (except as provided in Section 22 hereof);

Document not for resale
HomeWiseDocs

21.2.9 Insurance or fidelity bond requirements;

21.2.10 Further imposition of restrictions on leasing of Units;

21.2.11 Imposition of any restrictions on a Unit owner's right to sell or transfer his or her Unit;

21.2.12 A decision by the Association to establish self-management when professional management had been required previously by **NICOLET PARC CONDOMINIUM's** documents or by an Eligible Mortgagee;

21.2.13 Restoration or repair of **NICOLET PARC CONDOMINIUM** (after damage or partial condemnation) in a manner other than that specified in **NICOLET PARC CONDOMINIUM** documents;

21.2.14 Any action or omission serving to abandon or terminate the legal status of **NICOLET PARC CONDOMINIUM** whether after substantial destruction or condemnation or otherwise; and

21.2.15 Any provisions that expressly benefit mortgage holders, insurers, or guarantors.

22. **EXPANSIONS OF NICOLET PARC CONDOMINIUM.**

22.1 **Right to Expand.** Declarant hereby reserves the right and option unto itself, its successors or assigns, in its sole discretion, within a period of seven (7) years after the date of recording this Declaration in the Office of the Register of Deeds for Milwaukee County, Wisconsin, to expand and add to **NICOLET PARC CONDOMINIUM**, and include as property subject to this Declaration, in any sequence whatsoever, all or any part of the real estate and improvements described below and described as Future Phases in the Condominium Plat attached hereto:

> PARCEL 1 OF CERTIFIED SURVEY MAP NO. 5623, BEING A DIVISION OF LANDS IN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHEAST 1/4 OF NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 8 NORTH, RANGE 22 EAST, IN THE CITY OF GLENDALE, MILWAUKEE COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
>
> COMMENCING AT THE NORTHEAST CORNER OF NORTHWEST 1/4 OF SAID SECTION 29; THENCE SOUTH 0003'05" EAST ALONG THE EAST LINE OF SAID 1/4 SECTION 1318.98 FEET TO A POINT; THENCE NORTH 8946'00" EAST ALONG THE CENTERLINE OF WEST BENDER ROAD 66.00 FEET TO A POINT; THENCE NORTH 0003'05" EAST AND PARALLEL TO THE EAST LINE OF SAID 1/4 SECTION 190.00 FEET TO A POINT; THENCE NORTH 8946'00" EAST 130.00 FEET TO A POINT; THENCE NORTH 0003'05" EAST 63.00 FEET TO THE POINT OF BEGINNING OF THE LANDS TO BE DESCRIBED; THENCE SOUTH 8946'00" WEST 110.00 FEET TO A POINT; THENCE NORTH 5542'46" WEST 55.00 FEET TO A POINT; THENCE NORTH 2435'29" WEST 102.00 FEET TO A POINT; THENCE NORTH 0003'05" EAST 102.00 FEET TO A POINT; THENCE NORTH 8242'20" EAST 29.64 FEET TO A POINT; THENCE NORTH 0741'45" EAST 87.07 FEET TO A POINT; THENCE NORTH

Document not for resale
HomeWiseDocs

0717'40" WEST 98.12 FEET TO A POINT; THENCE NORTHEASTERLY 173.01 FEET ALONG THE SOUTH LINE OF THE CHICAGO & NORTH-WESTERN TRANSPORTATION COMPANY RIGHT OF WAY AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTHWEST, WHOSE RADIUS IS 3969.83 FEET AND WHOSE CHORD BEARS NORTH 7836'40" EAST 173.00 FEET TO A POINT; THENCE SOUTH 0003'05" WEST 446.82 FEET TO THE POINT OF BEGINNING.

ALSO:

PARCEL 3 AND OUTLOT A OF CERTIFIED SURVEY MAP NO.5623, BEING A DIVISION OF LANDS IN THE NORTHWEST 1/4 OF THE NORTH-EAST 1/4 AND THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SEC-TION 29, TOWNSHIP 8 NORTH, RANGE 22 EAST, IN THE CITY OF GLEN-DALE, MILWAUKEE COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 29; THENCE SOUTH 0003'05" WEST ALONG THE EAST LINE OF SAID 1/4 SECTION 1318.98 FEET TO A POINT; THENCE NORTH 8946'00" EAST ALONG THE CENTERLINE OF WEST BENDER ROAD 66.00 FEET TO A POINT; THENCE NORTH 0003'05" EAST AND PARALLEL TO THE EAST LINE OF SAID 1/4 SECTION 190.00 FEET TO A POINT; THENCE NORTH 5609'00" WEST 53.43 FEET TO A POINT; THENCE SOUTH 8955'16" WEST 185.00 FEET TO THE POINT OF BEGIN-NING OF THE LANDS TO BE DESCRIBED; THENCE SOUTH 0003'05" WEST 175.00 FEET TO A POINT; THENCE SOUTH 8955'15" WEST ALONG THE NORTH LINE OF WEST BENDER ROAD 75.90 FEET TO A POINT; THENCE NORTH 0003'05" EAST 98.00 FEET TO A POINT; THENCE SOUTH 8955'16" WEST 100.00 FEET TO A POINT; THENCE NORTH 0003'05" EAST 77.00 FEET TO A POINT; THENCE NORTH 8955'16" EAST 175.90 FEET TO THE POINT OF BEGINNING.

ALSO:

LOT 1 OF CERTIFIED SURVEY MAP NO. 653, BEING A DIVISION OF LANDS IN THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 8 NORTH, RANGE 22 EAST, IN THE CITY OF GLENDALE, MILWAUKEE COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 29; THENCE 0003'05" WEST ALONG THE EAST LINE OF SAID 1/4 SECTION 1318.98 FEET TO A POINT; THENCE NORTH 8946'00" EAST ALONG THE CENTERLINE OF WEST BENDER ROAD 66.00 FEET TO A POINT; THENCE NORTH 0003'05" EAST AND PARALLEL TO THE EAST LINE OF SAID 1/4 SECTION 190.00 FEET TO A POINT; THENCE NORTH 5609'00" WEST 53.43 FEET TO A POINT; THENCE SOUTH 8955'16" WEST 525.16 FEET TO THE POINT OF BEGIN-NING OF THE LANDS TO BE DESCRIBED; THENCE SOUTH 0003'05" WEST 175.00 FEET TO A POINT; THENCE SOUTH 8955'15" WEST ALONG

Document not for resale
HomeWiseDocs

THE NORTH LINE OF WEST BENDER ROAD 75.00 FEET TO A POINT; THENCE NORTH 0003'05" EAST 175.00 FEET TO A POINT; THENCE NORTH 8955'16" EAST 75.00 FEET TO THE POINT OF BEGINNING.

ALSO:

LANDS IN THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 8 NORTH, RANGE 22 EAST, IN THE CITY OF GLENDALE, MILWAUKEE COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 29; THENCE SOUTH 0003'05" EAST ALONG THE EAST LINE OF SAID 1/4 SECTION 1318.98 FEET TO A POINT; THENCE NORTH 8946'00" EAST ALONG THE CENTERLINE OF WEST BENDER ROAD 66.00 FEET TO A POINT; THENCE NORTH 0003'05" EAST AND PARALLEL TO THE EAST LINE OF SAID 1/4 SECTION 190.00 FEET TO A POINT; THENCE NORTH 5609'00" WEST 53.43 FEET TO A POINT; THENCE SOUTH 8955'16" WEST 660.16 FEET TO THE POINT OF BEGINNING OF THE LANDS TO BE DESCRIBED; THENCE SOUTH 0003'05" WEST 220.00 FEET TO A POINT; THENCE SOUTH 8955'15" WEST ALONG THE CENTERLINE OF WEST BENDER ROAD 30.00 FEET TO A POINT; THENCE NORTH 0003'05" EAST 45.00 FEET TO A POINT; THENCE SOUTH 8955'15" WEST ALONG THE NORTH LINE OF WEST BENDER ROAD 101.68 FEET TO A POINT; THENCE NORTH 0003'05" EAST 200.00 FEET TO A POINT; THENCE SOUTH 8955'15" WEST 8.32 FEET TO A POINT; THENCE NORTH 0003'05" EAST 411.32 FEET TO A POINT; THENCE SOUTH 8929'02" EAST 140.00 FEET TO A POINT; THENCE SOUTH 0003'05" WEST 434.86 FEET TO THE POINT OF BEGINNING. RESERVING 45.00 FEET LYING SOUTH OF THE NORTH LINE OF WEST BENDER ROAD FOR PUBLIC ROAD PURPOSES.

In the event that certain of the property described above is not owned by Declarant, Declarant shall not be entitled to so add such property not owned by Declarant to **NICOLET PARC CONDOMINIUM** and this Declaration until Declarant obtains ownership of this real property or Declarant's rights hereunder shall be conveyed to such owner. Being referenced herein as Future Phases property shall not in any way cloud title to or otherwise encumber any such property not owned by Declarant, but shall merely reference the fact that such property may be added to **NICOLET PARC CONDOMINIUM** pursuant to this Section 22 if acquired by Declarant or if Declarant's rights hereunder shall be conveyed to such owner.

In the event of such expansion, Declarant or its successors or assigns shall be entitled to construct on the property described above and to expand **NICOLET PARC CONDOMINIUM**, and submit to the condominium form of ownership hereunder, a maximum of forty (40) additional condominium units, or any lesser number, and such facilities or amenities as Declarant, its successors or assigns, may deem appropriate, all of which, if constructed, shall be of generally comparable design, construction, quality and appearance as the original buildings constructed and submitted to the condominium form of ownership hereunder. All improvements intended for each Future Phase shall be constructed in a manner consistent with the initial improvements and shall be substantially completed prior to expansion of the respective Future Phases of **NICOLET**

Document not for resale
HomeWiseDocs

PARC CONDOMINIUM. Such units shall be located generally as shown in the Condominium Plat, but final location and configuration of the buildings and units shall be at the sole discretion of the Declarant. **NICOLET PARC CONDOMINIUM** may ultimately consist of a residential condominium of one hundred twelve (112) Units if the maximum number of units in the Future Phases are so annexed to **NICOLET PARC CONDOMINIUM**. All Units, Unit owners and occupants, and the Common Elements and Limited Common Elements of the Future Phases, if and when the Future Phases are annexed, shall be in all respects subject to the provisions, restrictions, covenants, terms and conditions of the Act, this Declaration, the Articles and By-Laws of the Association, and such amendments, restrictions, rules and regulations as may be promulgated thereunder.

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

22.2 **Adjustment to Percentage Ownership in Common Elements.** Upon the effective date of any such expansion, or any one in a series of expansions, the percentage of the aggregate undivided interest in the Common Elements and Limited Common Elements relating to each Unit and its owners, shall be adjusted and reallocated between all Unit owners for all purposes, including ownership, common surplus, and the proportionate share of common expenses to be paid by each Unit, as set forth in Section 9 herein. Such percentages shall pertain to the prior condominium Property as well as the Future Phases property then annexed and added to **NICOLET PARC CONDOMINIUM**. Each Unit, including units in any expansion, shall be entitled to one (1) vote in the Association per Unit. In the event that the maximum number of Units are included in **NICOLET PARC CONDOMINIUM**, the minimum percentage ownership per Unit in the Common Elements and Limited Common Elements shall be determined by dividing the number one (1) by the number one hundred twelve (112) or approximately .89286%.

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

22.4 **Existing Mortgages.** Upon the effective date of any expansion, the interest of any mortgagee of a Unit shall attach to the new percentage interest in the Common Elements appurtenant to the mortgaged Unit.

Document not for resale
HomeWiseDocs

22.5 **Failure to Annex or Expand.** No portion or portions of the Future Phases property shall be subject to any of the provisions of **NICOLET PARC CONDOMINIUM** instruments unless and until an Amendment to the Declaration is recorded by Declarant annexing such portion or portions to **NICOLET PARC CONDOMINIUM.** Nothing contained in this Section 22 shall be deemed to place any obligation on the Declarant, its successors or assigns, with respect to accomplishment of any annexation of the Future Phases property, or expansion of **NICOLET PARC CONDOMINIUM,** nor shall anything contained herein be deemed to grant or create a right in Unit owners under this Declaration with respect to such annexation or expansion.

22.6 **Easements.** Declarant expressly declares, reserves and excepts access, development, construction and utility easements across the lands subject to this Declaration including property hereafter annexed to **NICOLET PARC CONDOMINIUM** for the benefit of, and as necessary in connection with, the development and use of the Future Phases property. Included in this reservation are easements for purposes of access and rights-of-ways across Phase I and property hereafter annexed to **NICOLET PARC CONDOMINIUM** for the benefit of Future Phases property and other property adjoining the Future Phases property owned by Declarant, and as may be necessary in connection with development, construction, sale and use of Future Phases property and other property adjoining the Future Phases property, which easements shall be effective whether or not the said Future Phases property or any part thereof is ultimately annexed to **NICOLET PARC CONDOMINIUM.** Each Unit owner, by acceptance of any deed to any Unit hereunder, shall be deemed to grant to the Declarant, its successors or assigns, an irrevocable Power of Attorney, coupled with an interest, to execute and record all documents and legal instruments necessary to implement the provisions and intent of this paragraph. The easements here reserved shall be continuing covenants running with the land subject hereto, and shall become effective upon the first conveyance of all or any part of the Property described in Section 4 above by Declarant, provided such conveyance is pursuant and subject to the Act.

23. NOTICES.

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

24. RESIDENT AGENT.

The Resident Agent for the Condominium shall be Lawdock, Inc., 411 East Wisconsin Avenue, Suite 2550, Milwaukee, Wisconsin 53202-4497, or such other person or entity as may be designated from time to time by the Board of Directors of the Association, which designation shall be filed with the Secretary of State of the State of Wisconsin. A designation of a Resident Agent in replacement of said Agent shall be filed by the Association within thirty (30) days after the date Declarant has sold all Units in the Condominium, or at such earlier time as may be requested by said Agent. The Association may designate successors to the Resident Agent by affirmative vote of the Unit owners with a majority of the votes present or represented by proxy at a meeting of the Association at which a quorum is in attendance.

Document not for resale
HomeWiseDocs

25. **MORTGAGEE RIGHTS.**

25.1 The holder, insurer or guarantor of any first mortgage or land contract upon a Unit in **NICOLET PARC CONDOMINIUM** ("Mortgagee"), upon the submission of a request to the Association in writing delivered to the Resident Agent (an "Eligible Mortgagee"), shall be entitled to receive written notice from the Association of the following matters:

25.1.1 Any condemnation or casualty loss that affects either a material portion of **NICOLET PARC CONDOMINIUM** or the Unit securing its mortgage;

25.1.2 Any sixty (60) day delinquency in the payment of assessments owed by the owner of the Unit on which it holds a mortgage or any breach of the provisions of any instrument or rule governing **NICOLET PARC CONDOMINIUM** which is not cured by such owner within sixty (60) days of such owner's receipt of notice of such breach;

25.1.3 A lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and

25.1.4 Any proposed action that requires the consent of a specified percentage of Eligible Mortgagees as specified below or in Article 21 hereof.

25.2 Except as provided by the Act, in the case of condemnation or substantial damage to or destruction of all or any part of the Property, the Association shall not, unless two-thirds (2/3) of the Eligible Mortgagees (based on one vote for each mortgage owned) have given their prior written consent:

25.2.1 Change the undivided percentage interest in the Common Elements of **NICOLET PARC CONDOMINIUM** appurtenant to any Unit, or the manner of making assessments for common expenses or the allocation of the distribution of insurance proceeds or condemnation awards based upon such percentage, except as may be permitted under Section 22 herein in the case of expansion of **NICOLET PARC CONDOMINIUM**;

25.2.2 Partition or subdivide any Unit or Common Elements of **NICOLET PARC CONDOMINIUM**; or

25.2.3 By act or omission seek to abandon or terminate **NICOLET PARC CONDOMINIUM** or encumber, sell, transfer or convey any part of the Common Elements of **NICOLET PARC CONDOMINIUM**.

Document not for resale
HomeWiseDocs

25.2.4 Use hazard insurance proceeds for losses to any Units or Common Elements for other than the repair, replacement or reconstruction of such Units or Common Elements.

25.3 The termination of the legal status of **NICOLET PARC CONDOMINIUM** or removal of the Property from the provisions of the Act, for reasons other than substantial destruction or condemnation, shall not be effective unless agreed to by Eligible Mortgagees that represent at least 67% of the mortgaged Units, provided that such agreement may be deemed given in the event any Eligible Mortgagee fails to submit a response to any written proposal for an amendment within thirty (30) days after it receives notice of the proposal, provided the notice was delivered by certified or registered mail with return receipt requested.

25.4 To be entitled to receive notification as provided for herein and become an Eligible Mortgagee, an Eligible Mortgagee must send a written request to the Resident Agent of Association, stating its name, address and the Unit number or address on which it has a mortgage, insurance policy or guaranty.

25.5 A Mortgagee having a first mortgage and acquiring title to a Unit pursuant to remedies provided in its mortgage or by a deed in lieu of foreclosure following an owner's default under the mortgage shall not be liable for such Unit's unpaid assessments accruing prior to the Mortgagee's acquisition of title to the Unit.

26. **NUMBER AND GENDER.**

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

27. **CAPTIONS.**

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

28. **SEVERABILITY AND ASSIGNMENT.**

The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of the remaining portion of said provision or of any other provision hereof. Declarant may freely assign any and all rights provided to Declarant herein.

IN WITNESS WHEREOF, the said Legacy/Nicolet Parc, LLC, a Wisconsin limited liability company, Declarant, has caused this document to be executed at Milwaukee, Wisconsin as of the date first set forth above.

LEGACY/NICOLET PARC, LLC, a
Wisconsin limited liability company

By: _____
Rod Engel, sole member

Document not for resale
HomeWiseDocs

AUTHENTICATION

Signature of Rod Engel as sole member of Legacy/Nicolet Parc, LLC authenticated this _____ day of _____, 1997.

_____
Scott L. Langlois
Title: Member, State Bar of Wisconsin

This instrument was drafted by:

Scott L. Langlois
Quarles & Brady
411 East Wisconsin Avenue
Milwaukee, Wisconsin 53202

Document not for resale
HomeWiseDocs

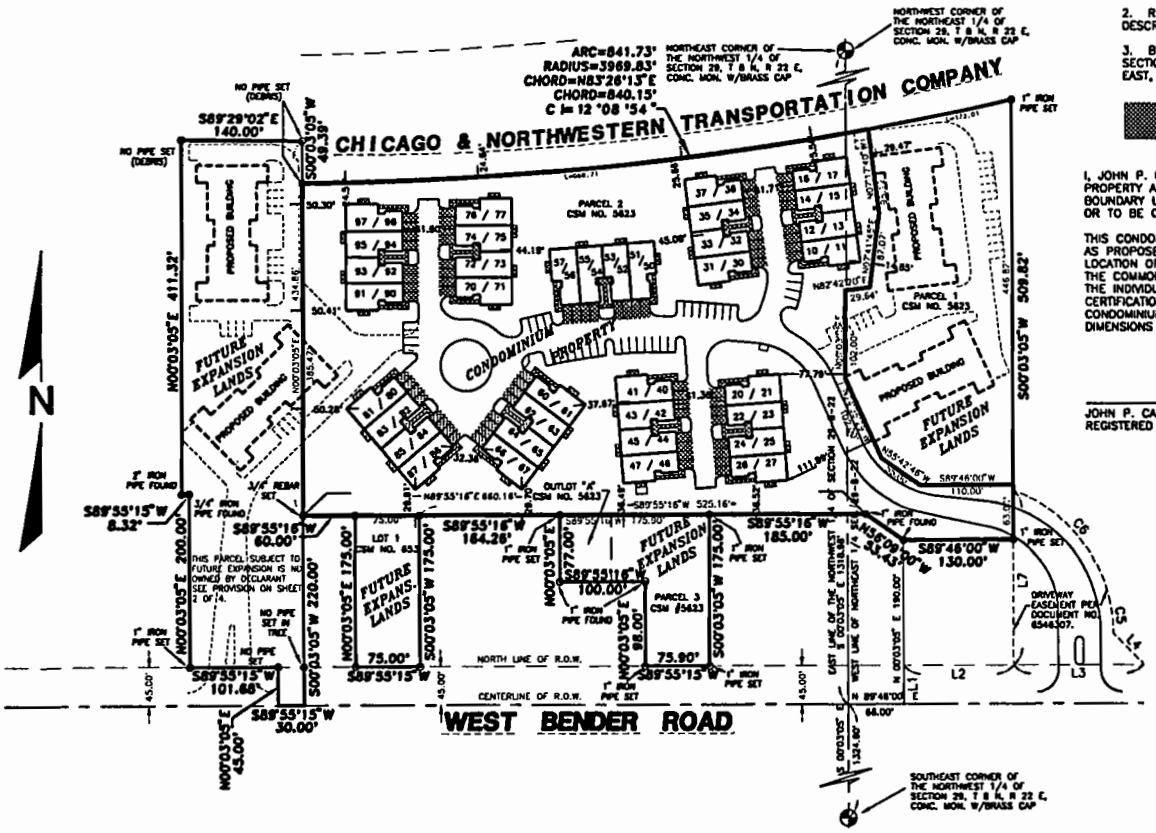
NICOLET PARC CONDOMINIUM

CONDOMINIUM PLAT

Document not for resale
HomeWiseDocs

NICOLET PARC CONDOMINIUM

CITY OF GLENDALE, MILWAUKEE COUNTY, WISCONSIN.



NOTES:

1. ALL AREAS WITHIN THE CONDOMINIUM AND OUTSIDE OF THE UNITS, EXCEPT THOSE AREAS DESIGNATED AS LIMITED COMMON ELEMENTS, ARE COMMON ELEMENTS.

2. REFER TO SECTION 8.1 OF THE DECLARATION OF CONDOMINIUM FOR DESCRIPTION OF THE LIMITED COMMON ELEMENTS.

3. BEARINGS ARE REFERENCED TO THE EAST LINE OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 8 NORTH, RANGE 22 EAST, WHICH BEARS SOUTH 00°03'05" EAST, WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE.

– DENOTES LIMITED COMMON AREAS

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

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

JOHN P. CASUCCI,
REGISTERED LAND SURVEYOR S-2055

WISCONSIN JOHN P. CASUCCI S-2055 WAUKESHA WIS. LAND SURVEYOR

DRIVEWAY EASEMENT DATA

NUMBER	DIRECTION	DISTANCE
L1	N00°03'05"E	45.00'
L2	N89°46'00"E	130.00'
L3	N89°46'00"E	153.68'
L4	N45°04'45"W	50.59'
L7	S00°03'05"W	201.45'

NUMBER	ARC=	RADIUS=	CHORD=
C5	39.00'	175.00	N06°27'53"W 38.93
C6	177.24'	175.00	N41°51'50"W 169.76

National Survey & Engineering

Telephone 414-781-1000
Facsimile 414-781-8466
Data 414-781-0814
Toll Free 800-642-7831
4125 N. 124th Street
Brookfield, Wisconsin
53005-1837

THIS INSTRUMENT DRAFTED BY JOHN P. CASUCCI, R.L.S., S-2055

SHEET 1 OF 4

Document not for resale
HomeWiseDocs

NICOLET PARC CONDOMINIUM

CITY OF GLENDALE, MILWAUKEE COUNTY, WISCONSIN.

LEGAL DESCRIPTION OF NICOLET PARC CONDOMINIUM PROPERTY

PARCEL 2 OF CERTIFIED SURVEY MAP NO. 5823, BEING A DIVISION OF LANDS IN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 8 NORTH, RANGE 22 EAST, IN THE CITY OF GLENDALE, MILWAUKEE COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 29; THENCE SOUTH 00°03'05" EAST ALONG THE EAST LINE OF SAID 1/4 SECTION 1318.98 FEET TO A POINT; THENCE NORTH 89°46'00" EAST ALONG THE CENTERLINE OF WEST BENDER ROAD 66.00 FEET TO A POINT; THENCE NORTH 00°03'05" EAST AND PARALLEL TO THE EAST LINE OF SAID 1/4 SECTION 190.00 FEET TO THE POINT OF BEGINNING OF THE LANDS TO BE DESCRIBED; THENCE NORTH 58°09'00" WEST 53.43 FEET TO A POINT; THENCE SOUTH 89°55'16" WEST 660.18 FEET TO A POINT; THENCE NORTH 00°03'05" EAST 365.47 FEET TO A POINT; THENCE NORTHEASTERLY 848.71 FEET ALONG THE SOUTH LINE OF CHICAGO & NORTHWESTERN TRANSPORTATION COMPANY RIGHT OF WAY AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTH, WHOSE RADIUS IS 3969.83 FEET AND WHOSE CHORD BEARS NORTH 83°26'13" EAST 840.15 FEET TO A POINT; THENCE SOUTH 07°17'40" WEST 98.12 FEET TO A POINT; THENCE SOUTH 07°41'45" WEST 87.07 FEET TO A POINT; THENCE SOUTH 82°42'20" WEST 29.84 FEET TO A POINT; THENCE SOUTH 00°03'05" EAST 102.00 FEET TO A POINT; THENCE SOUTH 24°35'29" EAST 102.00 FEET TO A POINT; THENCE SOUTH 55°42'46" EAST 55.00 FEET TO A POINT; THENCE NORTH 89°46'00" EAST 110.00 FEET TO A POINT; THENCE SOUTH 00°03'05" WEST 63.00 FEET TO A POINT; THENCE SOUTH 89°46'00" WEST 130.00 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION OF NICOLET PARC CONDOMINIUM PROPERTY AND FUTURE EXPANSION LANDS

PARCELS 1, 2, 3 AND OUTLOT A OF CERTIFIED SURVEY MAP NO. 5823, BEING A DIVISION OF LANDS IN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 29, LOT 1 OF CERTIFIED SURVEY MAP NO. 853, BEING A PART OF THE NORTHWEST 1/4 OF SECTION 29, AND LANDS IN THE NORTHEAST 1/4 OF NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 8 NORTH, RANGE 22 EAST, IN THE CITY OF GLENDALE, MILWAUKEE COUNTY, WISCONSIN, ALL MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 29; THENCE SOUTH 00°03'05" EAST ALONG THE EAST LINE OF SAID 1/4 SECTION 1318.98 FEET TO A POINT; THENCE NORTH 89°46'00" EAST ALONG THE CENTER LINE OF WEST BENDER ROAD 66.00 FEET TO A POINT; THENCE NORTH 00°03'05" EAST AND PARALLEL TO THE EAST LINE OF SAID 1/4 SECTION 190.00 FEET TO THE POINT OF BEGINNING OF THE LANDS TO BE DESCRIBED; THENCE NORTH 58°09'00" WEST 53.43 FEET TO A POINT; THENCE SOUTH 89°55'16" WEST 185.00 FEET TO A POINT; THENCE SOUTH 00°03'05" WEST 175.00 FEET TO A POINT; THENCE SOUTH 89°55'15" WEST ALONG THE NORTH LINE OF WEST BENDER ROAD 75.00 FEET TO A POINT; THENCE NORTH 00°03'05" EAST 98.00 FEET TO A POINT; THENCE SOUTH 89°55'16" WEST 100.00 FEET TO A POINT; THENCE NORTH 00°03'05" EAST 77.00 FEET TO A POINT; THENCE SOUTH 89°55'16" WEST 184.26 FEET TO A POINT; THENCE SOUTH 00°03'05" WEST 175.00 FEET TO A POINT; THENCE SOUTH 89°55'15" WEST ALONG THE NORTH LINE OF WEST BENDER ROAD 75.00 FEET TO A POINT; THENCE NORTH 00°03'05" EAST 173.00 FEET TO A POINT; THENCE SOUTH 89°55'16" WEST 80.00 FEET TO A POINT; THENCE SOUTH 00°03'05" WEST 220.00 FEET TO A POINT; THENCE SOUTH 89°55'15" WEST ALONG THE CENTERLINE OF WEST BENDER ROAD 30.00 FEET TO A POINT; THENCE NORTH 00°03'05" EAST 45.00 FEET TO A POINT; THENCE SOUTH 89°55'15" WEST ALONG THE NORTH LINE OF WEST BENDER ROAD 101.88 FEET TO A POINT; THENCE NORTH 00°03'05" EAST 200.00 FEET TO A POINT; THENCE SOUTH 89°55'15" WEST 8.32 FEET TO A POINT; THENCE NORTH 00°03'05" EAST 411.32 FEET TO A POINT; THENCE SOUTH 89°29'02" EAST 140.00 FEET TO A POINT; THENCE SOUTH 00°03'05" WEST 49.39 FEET TO A POINT; THENCE NORTHEASTERLY 841.73 FEET ALONG THE SOUTH LINE OF CHICAGO & NORTHWESTERN TRANSPORTATION COMPANY RIGHT OF WAY AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTH, WHOSE RADIUS IS 3969.83 FEET AND WHOSE CHORD BEARS NORTH 83°26'13" EAST 840.15 FEET TO A POINT; THENCE SOUTH 00°03'05" WEST 508.82 FEET TO A POINT; THENCE SOUTH 89°46'00" WEST 130.00 FEET TO THE POINT OF BEGINNING.
RESERVING 45.00 FEET LYING SOUTH OF THE NORTH LINE OF WEST BENDER ROAD FOR PUBLIC ROAD PURPOSES.

THIS INSTRUMENT WAS DRAFTED BY JOHN P. CASUCCI, R.L.S., S-2055

SURVEY NO. 157019-000

LEGAL DESCRIPTION OF NICOLET PARC CONDOMINIUM EXPANSION LANDS

PARCEL 1 OF CERTIFIED SURVEY MAP NO. 5823, BEING A DIVISION OF LANDS IN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHEAST 1/4 OF NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 8 NORTH, RANGE 22 EAST, IN THE CITY OF GLENDALE, MILWAUKEE COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF NORTHWEST 1/4 OF SAID SECTION 29; THENCE SOUTH 00°03'05" EAST ALONG THE EAST LINE OF SAID 1/4 SECTION 1318.98 FEET TO A POINT; THENCE NORTH 89°46'00" EAST ALONG THE CENTERLINE OF WEST BENDER ROAD 66.00 FEET TO A POINT; THENCE NORTH 00°03'05" EAST AND PARALLEL TO THE EAST LINE OF SAID 1/4 SECTION 190.00 FEET TO A POINT; THENCE NORTH 89°46'00" EAST 130.00 FEET TO A POINT; THENCE NORTH 00°03'05" EAST 63.00 FEET TO THE POINT OF BEGINNING OF THE LANDS TO BE DESCRIBED; THENCE SOUTH 89°46'00" WEST 110.00 FEET TO A POINT; THENCE NORTH 55°42'46" WEST 55.00 FEET TO A POINT; THENCE NORTH 24°35'29" WEST 102.00 FEET TO A POINT; THENCE NORTH 00°03'05" EAST 102.00 FEET TO A POINT; THENCE NORTH 82°42'20" EAST 29.84 FEET TO A POINT; THENCE NORTH 07°41'45" EAST 87.07 FEET TO A POINT; THENCE NORTH 07°17'40" WEST 98.12 FEET TO A POINT; THENCE NORTHEASTERLY 173.01 FEET ALONG THE SOUTH LINE OF THE CHICAGO & NORTHWESTERN TRANSPORTATION COMPANY RIGHT OF WAY AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTHWEST, WHOSE RADIUS IS 3969.83 FEET AND WHOSE CHORD BEARS NORTH 78°36'40" EAST 173.00 FEET TO A POINT; THENCE SOUTH 00°03'05" WEST 446.82 FEET TO THE POINT OF BEGINNING.

ALSO:
PARCEL 3 AND OUTLOT A OF CERTIFIED SURVEY MAP NO. 5823, BEING A DIVISION OF LANDS IN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 8 NORTH, RANGE 22 EAST, IN THE CITY OF GLENDALE, MILWAUKEE COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 29; THENCE SOUTH 00°03'05" WEST ALONG THE EAST LINE OF SAID 1/4 SECTION 1318.98 FEET TO A POINT; THENCE NORTH 89°46'00" EAST ALONG THE CENTERLINE OF WEST BENDER ROAD 66.00 FEET TO THE POINT OF BEGINNING OF THE LANDS TO BE DESCRIBED; THENCE NORTH 00°03'05" EAST AND PARALLEL TO THE EAST LINE OF SAID 1/4 SECTION 190.00 FEET TO A POINT; THENCE NORTH 58°09'00" WEST 53.43 FEET TO A POINT; THENCE SOUTH 89°55'16" WEST 185.00 FEET TO THE POINT OF BEGINNING OF THE LANDS TO BE DESCRIBED; THENCE SOUTH 00°03'05" WEST 175.00 FEET TO A POINT; THENCE SOUTH 89°55'15" WEST ALONG THE NORTH LINE OF WEST BENDER ROAD 75.00 FEET TO A POINT; THENCE NORTH 00°03'05" EAST 98.00 FEET TO A POINT; THENCE SOUTH 89°55'16" WEST 100.00 FEET TO A POINT; THENCE NORTH 00°03'05" EAST 77.00 FEET TO A POINT; THENCE NORTH 89°55'16" EAST 175.90 FEET TO THE POINT OF BEGINNING.

ALSO:
LOT 1 OF CERTIFIED SURVEY MAP NO. 853, BEING A DIVISION OF LANDS IN THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 8 NORTH, RANGE 22 EAST, IN THE CITY OF GLENDALE, MILWAUKEE COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 29; THENCE 00°03'05" WEST ALONG THE EAST LINE OF SAID 1/4 SECTION 1318.98 FEET TO A POINT; THENCE NORTH 89°46'00" EAST ALONG THE CENTERLINE OF WEST BENDER ROAD 66.00 FEET TO A POINT; THENCE NORTH 00°03'05" EAST AND PARALLEL TO THE EAST LINE OF SAID 1/4 SECTION 190.00 FEET TO A POINT; THENCE NORTH 58°09'00" WEST 53.43 FEET TO A POINT; THENCE SOUTH 89°55'16" WEST 525.18 FEET TO THE POINT OF BEGINNING OF THE LANDS TO BE DESCRIBED; THENCE SOUTH 00°03'05" WEST 175.00 FEET TO A POINT; THENCE SOUTH 89°55'15" WEST ALONG THE NORTH LINE OF WEST BENDER ROAD 75.00 FEET TO A POINT; THENCE NORTH 00°03'05" EAST 173.00 FEET TO A POINT; THENCE NORTH 89°55'16" EAST 75.00 FEET TO THE POINT OF BEGINNING.

ALSO:
LANDS IN THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 8 NORTH, RANGE 22 EAST, IN THE CITY OF GLENDALE, MILWAUKEE COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 29; THENCE SOUTH 00°03'05" EAST ALONG THE EAST LINE OF SAID 1/4 SECTION 1318.98 FEET TO A POINT; THENCE NORTH 89°46'00" EAST ALONG THE CENTERLINE OF WEST BENDER ROAD 66.00 FEET TO A POINT; THENCE NORTH 00°03'05" EAST AND PARALLEL TO THE EAST LINE OF SAID 1/4 SECTION 190.00 FEET TO A POINT; THENCE NORTH 58°09'00" WEST 53.43 FEET TO A POINT; THENCE SOUTH 89°55'16" WEST 660.16 FEET TO THE POINT OF BEGINNING OF THE LANDS TO BE DESCRIBED; THENCE SOUTH 00°03'05" WEST 220.00 FEET TO A POINT; THENCE SOUTH 89°55'15" WEST ALONG THE CENTERLINE OF WEST BENDER ROAD 30.00 FEET TO A POINT; THENCE NORTH 00°03'05" EAST 45.00 FEET TO A POINT; THENCE SOUTH 89°55'15" WEST ALONG THE NORTH LINE OF WEST BENDER ROAD 101.88 FEET TO A POINT; THENCE NORTH 00°03'05" EAST 200.00 FEET TO A POINT; THENCE SOUTH 89°55'15" WEST 8.32 FEET TO A POINT; THENCE NORTH 00°03'05" EAST 411.32 FEET TO A POINT; THENCE SOUTH 89°29'02" EAST 140.00 FEET TO A POINT; THENCE SOUTH 00°03'05" WEST 434.88 FEET TO THE POINT OF BEGINNING.
RESERVING 45.00 FEET LYING SOUTH OF THE NORTH LINE OF WEST BENDER ROAD FOR PUBLIC ROAD PURPOSES.

INGRESS AND EGRESS EASEMENT FOR NICOLET PARC CONDOMINIUM PROPERTY

EASEMENT FOR THE BENEFIT OF CONDOMINIUM PROPERTY CREATED BY TEMPORARY DRIVEWAY EASEMENT AGREEMENT DATED AS OF NOVEMBER 6, 1991 AND RECORDED NOVEMBER 29, 1991 ON REEL 2662, IMAGE 288, AS DOCUMENT NO. 6546307, OVER, UPON, AND ACROSS THE FOLLOWING DESCRIBED LAND:
COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 29, TOWN 8 NORTH, RANGE 22 EAST, IN THE CITY OF GLENDALE, MILWAUKEE COUNTY, WISCONSIN; THENCE SOUTH 00°03'05" EAST ALONG THE WEST LINE OF SAID NORTHEAST 1/4 SECTION 1318.98 FEET TO A POINT ON THE CENTER LINE OF WEST BENDER ROAD; THENCE NORTH 89°46'00 EAST ALONG SAID CENTER LINE 66.00 FEET TO A POINT; THENCE NORTH 00°03'05" EAST 45.00 FEET TO A POINT ON THE NORTH LINE OF WEST BENDER ROAD; THENCE NORTH 89°46'00" EAST 130.00 FEET TO THE POINT OF BEGINNING OF THE LAND TO BE DESCRIBED; THENCE CONTINUING NORTH 89°46'00" EAST ALONG SAID NORTH LINE 153.68 FEET TO A POINT; THENCE NORTH 43°04'45" WEST 50.59 FEET TO A POINT; THENCE NORTHWESTERLY 39.00 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE WEST, WHOSE RADIUS IS 175.00 FEET, AND WHOSE CHORD BEARS NORTH 09°27'53" WEST 38.93 FEET TO A POINT; THENCE NORTHWESTERLY 177.24 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE WEST, WHOSE RADIUS IS 175.00 FEET, AND WHOSE CHORD BEARS NORTH 41°51'50" WEST 169.78 FEET TO A POINT; THENCE SOUTH 00°03'05 WEST 201.45 FEET TO THE POINT OF BEGINNING.

FUTURE EXPANSION PROVISIONS:

IN THE EVENT THAT CERTAIN OF THE PROPERTY DESCRIBED ABOVE IS NOT OWNED BY DECLARANT, DECLARANT SHALL NOT BE ENTITLED TO SO ADD SUCH PROPERTY NOT OWNED BY DECLARANT TO NICOLET PARC CONDOMINIUM AND THIS DECLARATION UNTIL DECLARANT OBTAINS OWNERSHIP OF THIS REAL PROPERTY OR DECLARANT'S RIGHTS HEREUNDER SHALL BE CONVEYED TO SUCH OWNER. BEING REFERENCED HEREIN AS FUTURE PHASES PROPERTY SHALL NOT IN ANY WAY CLOUD TITLE TO OR OTHERWISE ENCUMBER ANY SUCH PROPERTY NOT OWNED BY DECLARANT, BUT SHALL MERELY REFERENCE THE FACT THAT SUCH PROPERTY MAY BE ADDED TO NICOLET PARC CONDOMINIUM PURSUANT TO THIS SECTION 22 IF ACQUIRED BY DECLARANT OR IF DECLARANT'S RIGHTS HEREUNDER SHALL BE CONVEYED TO SUCH OWNER.

IN THE EVENT OF SUCH EXPANSION, DECLARANT OR ITS SUCCESSORS OR ASSIGNS SHALL BE ENTITLED TO CONSTRUCT ON THE PROPERTY DESCRIBED ABOVE AND TO EXPAND NICOLET PARC CONDOMINIUM, AND SUBMIT TO THE CONDOMINIUM FORM OF OWNERSHIP HEREUNDER, A MAXIMUM OF FORTY (40) ADDITIONAL CONDOMINIUM UNITS, OR ANY LESSER NUMBER, AND SUCH FACILITIES OR AMENITIES AS DECLARANT, ITS SUCCESSORS OR ASSIGNS, MAY DEEM APPROPRIATE, ALL OF WHICH, IF CONSTRUCTED, SHALL BE OF GENERALLY COMPARABLE DESIGN, CONSTRUCTION, QUALITY AND APPEARANCE AS THE ORIGINAL BUILDINGS CONSTRUCTED AND SUBMITTED TO THE CONDOMINIUM FORM OF OWNERSHIP HEREUNDER. ALL IMPROVEMENTS INTENDED FOR EACH FUTURE PHASE SHALL BE CONSTRUCTED IN A MANNER CONSISTENT WITH THE INITIAL IMPROVEMENTS AND SHALL BE SUBSTANTIALLY COMPLETED PRIOR TO EXPANSION OF THE RESPECTIVE FUTURE PHASES OF NICOLET PARC CONDOMINIUM. SUCH UNITS SHALL BE LOCATED GENERALLY AS SHOWN IN THE CONDOMINIUM PLAT, BUT FINAL LOCATION AND CONFIGURATION OF THE BUILDINGS AND UNITS SHALL BE AT THE SOLE DISCRETION OF THE DECLARANT. NICOLET PARC CONDOMINIUM MAY ULTIMATELY CONSIST OF A RESIDENTIAL CONDOMINIUM OF ONE HUNDRED TWELVE (112) UNITS IF THE MAXIMUM NUMBER OF UNITS IN THE FUTURE PHASES ARE SO ANNEXED TO NICOLET PARC CONDOMINIUM. ALL UNITS, UNIT OWNERS AND OCCUPANTS, AND THE COMMON ELEMENTS AND LIMITED COMMON ELEMENTS OF THE FUTURE PHASES, IF AND WHEN THE FUTURE PHASES ARE ANNEXED, SHALL BE IN ALL RESPECTS SUBJECT TO THE PROVISIONS, RESTRICTIONS, COVENANTS, TERMS AND CONDITIONS OF THE ACT, THIS DECLARATION, THE ARTICLES AND BY-LAWS OF THE ASSOCIATION, AND SUCH AMENDMENTS, RESTRICTIONS, RULES AND REGULATIONS AS MAY BE PROMULGATED THEREUNDER.

DECLARANT RESERVES THE RIGHT TO CHANGE THE LAYOUT, LOCATION, DIMENSIONS AND CONSTRUCTION DETAILS OF THE BUILDINGS, UNITS AND COMMON ELEMENTS SHOWN ON THE CONDOMINIUM PLAT WHICH ARE NOT FULLY CONSTRUCTED, PROVIDED THAT SUCH CHANGES SHALL NOT SUBSTANTIALLY ALTER THE NATURE AND QUALITY OF THE BUILDING AND UNITS.

National Survey & Engineering

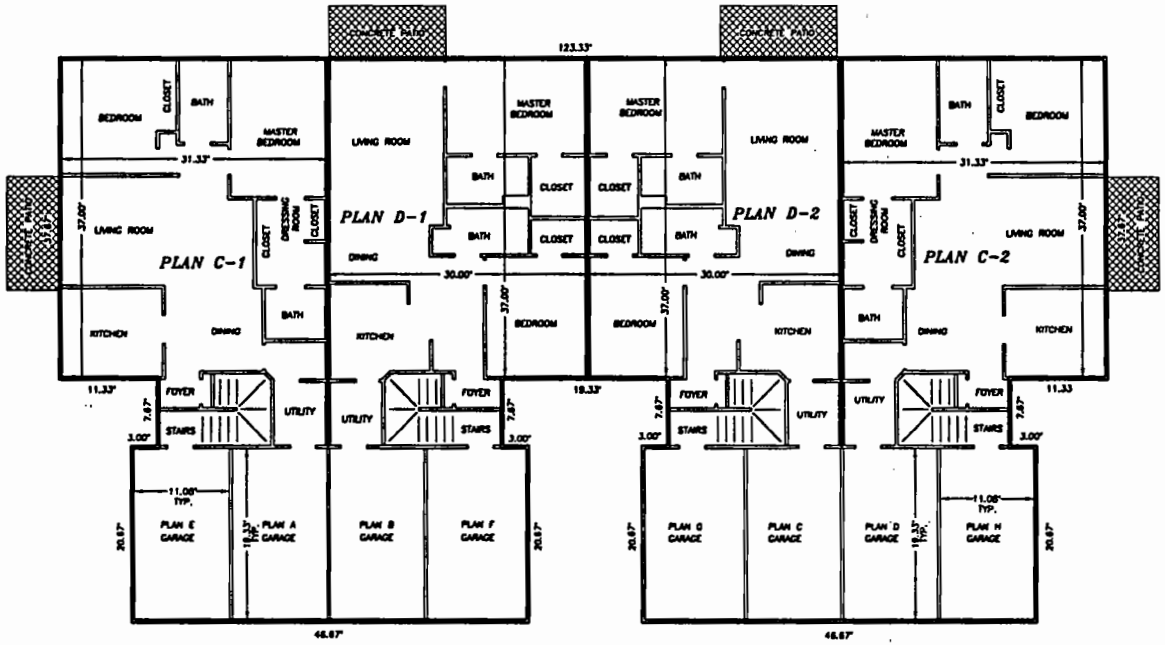
DISTRIBALANCE

Telephone 414-781-1000
Facsimile 414-781-6468
Data 414-781-0514
Toll Free 800-642-7831
4126 N. 124th Street
Brookfield, Wisconsin
53005-1837

Document not for resale
HomeWiseDocs

NICOLET PARC CONDOMINIUM

CITY OF GLENDALE, MILWAUKEE COUNTY, WISCONSIN.



FIRST FLOOR PLAN

Scale 1" = 10'

-DENOTES LIMITED COMMON AREAS

PLAN C-1
INCLUDES UNITS: 18, 20, 30, 46, 56, 60, 76, 86, 90

PLAN D-1
INCLUDES UNITS: 14, 22, 32, 44, 54, 62, 74, 84, 92

PLAN D-2
INCLUDES UNITS: 12, 24, 34, 42, 52, 64, 72, 82, 94

PLAN C-2
INCLUDES UNITS: 10, 26, 36, 40, 50, 66, 70, 80, 96

National Survey & Engineering

Telephone 414-781-1000
Facsimile 414-781-8466
Data 414-781-0514
Toll Free 800-642-7831
4125 N. 124th Str
Brookfield, Wisco
53005-1837

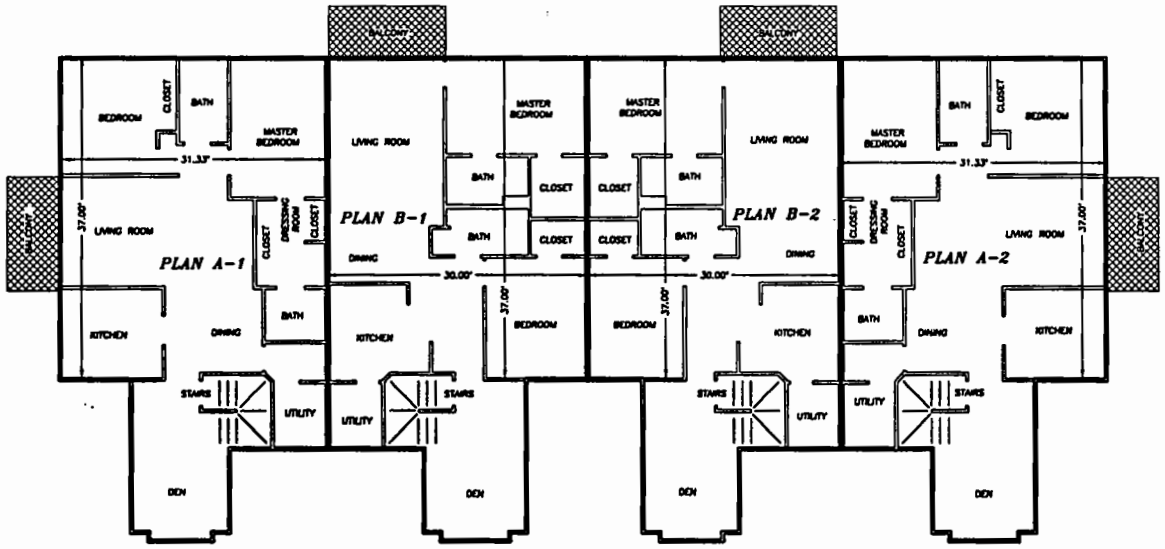
THIS INSTRUMENT WAS DRAFTED BY JOHN P. CASUCCI, R.L.S., S-2055

SHEET 3 OF

Document not for resale
HomeWiseDocs

NICOLET PARC CONDOMINIUM

CITY OF GLENDALE, MILWAUKEE COUNTY, WISCONSIN.



– DENOTES LIMITED COMMON AREAS

PLAN A-1
INCLUDES UNITS: 17, 21, 31, 47, 57, 61, 77, 87, 91

PLAN B-1
INCLUDES UNITS: 15, 23, 33, 45, 55, 63, 75, 85, 93

PLAN B-2
INCLUDES UNITS: 13, 25, 35, 43, 53, 65, 73, 83, 95

PLAN A-2
INCLUDES UNITS: 11, 27, 37, 41, 51, 67, 71, 81, 97

SECOND FLOOR PLAN

SCALE: 1" = 10'

National Survey & Engineering

Telephone 414-781-1000
Facsimile 414-781-8468
Data 414-781-2614
Toll Free 800-642-7831
4129 N. 124th Street
Brookfield, Wisconsin
53005-1837

THIS INSTRUMENT WAS DRAFTED BY JOHN P. CASUCCI, R.L.S., S-2055

SHEET 4 OF 4

Document not for resale
HomeWiseDocs

CONDOMINIUM MANAGEMENT AGREEMENT

THIS AGREEMENT is made as of the _____ day of _____, 1997, by and between Nicolet Parc Condominium Association, Ltd., a Wisconsin non-stock corporation (the "Association") and Nankin Property Management Services, LLC, a Wisconsin limited liability company (the "Agent").

RECITALS

WHEREAS, the Association is a non-stock corporation organized under the provisions of the Wisconsin Non-Stock Corporation Law, Chapter 181 of the Wisconsin Statutes, pursuant to the Nicolet Parc Condominium, Condominium Declaration, made pursuant to the Condominium Ownership Act of the State of Wisconsin, Chapter 703 of the Wisconsin Statutes (the "Declaration") filed by Legacy/Nicolet Parc, LLC, a Wisconsin limited liability company for the real estate described on Exhibit A attached hereto and incorporated herein by this reference (the "Property");

WHEREAS, the Board of Directors of the Association (the "Board") is authorized to engage a management organization for the Property;

WHEREAS, the Board deems it to be in the best interests of the Association that the Association engage Agent as such management organization, and

WHEREAS, Agent accepts such appointment.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. *Appointment and Acceptance*. The Association hereby appoints the Agent as agent for the management of the Property, and the Agent accepts such appointment, subject to the terms and conditions set forth in this Agreement.

2. *Agent's Duties and Services*. The Agent shall manage the Property to the extent, and for the period, and upon the terms of this Agreement, in accordance with recognized standards and consistent with the annual budget (the "Budget") approved by the Association. The Association hereby gives the Agent the authority and powers required to perform all such services for and on behalf of the Association, and further to do the following:

(a) Agent shall collect and receipt for (if necessary) all monthly and other assessments and other monies that are due the Association with respect to the Property and for all rental and other payments from concessionaires, if any. Agent shall, however, have no authority or responsibility to collect delinquent amounts or other charges except to send notices of delinquency. Agent may at its election take such action at the direction of the Board, in the name of the Association, by way of legal process or otherwise with respect to collection of all assessments, rents and other income, including without limitation, demanding possession or foreclosing any lien on any unit for unpaid assessments, and all costs and expenses in connection with the foregoing shall be the responsibility of the Association.

Document not for resale
HomeWiseDocs

(b) Agent shall maintain records of all income and expenses relating to the Property and shall submit to the Board and the Association on or before the twentieth (20th) day of the following month, a statement of receipts and disbursements for the preceding month, including a statement of the balance in the operating fund for the Property.

(c) Agent shall prepare and submit to the Board, on or before November 15 of each year, a recommended annual budget for the next calendar year showing anticipated income and expenses for such year.

(d) On or before April 1 of each year, Agent shall submit to the Board and the Association a summary of all receipts and disbursements relating to the Property for the preceding calendar year. The submission of such annual report shall not be construed to require the Agent to supply a compilation, review or audit report by independent certified public accountants. Any such compilation, review or audit report may be required by the Board, in which event it shall be prepared at the Association's expense by an independent certified public accountant selected by the Board.

(e) Agent, pursuant to the Board's written direction and at the Association's expense, shall cause the Common Elements (as that term is defined in the Declaration) of the Property to be maintained and repaired according to appropriate standards of maintenance consistent with the character of the Property, including but not limited to cleaning, painting, decorating, snow removal and such other necessary maintenance work and repair. The Board authorizes the Agent to enter into agreements on behalf of and in the name of the Association for the purpose of so maintaining the Property. Except as authorized by the Board or provided in the Budget or in the event of an emergency, the Agent shall have no authority to acquire or pay for additions, alterations or improvements to the Common Elements or for any equipment or other capital assets (other than for the purpose of repairing, replacing or restoring portions of the Common Elements or equipment or other capital assets of the Association). Notwithstanding the foregoing, the Agent may cause the Association to incur such cost for (i) emergency repairs (involving danger to life or property); or (ii) repairs immediately necessary for the preservation and safety of the Unit owners of the Property; or (iii) repairs required to avoid the suspension of any necessary service to the Property.

(f) Agent shall negotiate and execute for, on behalf of and in the name of the Association any and all agreements for water, electricity, gas, fuel, telephone, vermin extermination, janitorial services and other services, and purchase and/or issue purchase and work orders for all equipment, materials and supplies therefor.

(g) Agent may hire, pay, supervise and discharge any on-site personnel including without limitation, on-site manager, office personnel and maintenance personnel, deemed by the Agent to be necessary in order to properly maintain, repair, administer or otherwise operate the Property. All such personnel shall be employees of the Association and not of the Agent. All compensation for such personnel shall be paid by and be an operating expense of the Association. The Agent shall have the sole responsibility for the supervision of all such personnel. Agent shall, for and on behalf of the Association, execute and file all tax and other returns when due and perform all acts required of the Association as an employer under all applicable federal, state and local income tax laws and all other laws, regulations and/or ordinances governing employment and the payment of wages. Upon request of Agent, the Board shall promptly execute and deliver to Agent all necessary powers of attorney, notices of appointment and the like for these purposes. The Association shall supply all funds to pay any and all employment taxes.

Document not for resale
HomeWiseDocs

(i) Agent shall pay from the funds of the Association, all taxes, building inspection fees, governmental charges, gas, heat, common electric, water and other necessary utility services, and all other charges or obligations including Agent's compensation hereunder, incurred by the Association with respect to the maintenance or operation of the Property or incurred by the Agent on behalf of the Association.

(j) Unless expressly agreed by Agent, Agent shall have no responsibility for the preparation and filing of any or all tax returns related to the Property nor for making any payment that may be required in connection therewith, including, but not limited to federal, state and local income tax returns and returns in connection with personal property taxes.

(k) Agent shall maintain appropriate records of insurance coverage and shall cause to be placed and kept in force all insurance as set forth in the Declaration. The Agent shall cooperate with the Board in investigating and reporting any accident or claim for damages, of which the Agent has actual notice, relating to the ownership, operation and maintenance of the Common Elements of the Property.

(l) Agent shall deposit all monies collected by it on behalf of the Board in a designated account(s), separate and apart from Agent's own funds, in a state or national bank approved by the Board. Agent shall have authority to draw on such account(s) for any payments to be made to discharge any liabilities or obligations incurred pursuant to this Agreement. It is understood that the balance in any such account may periodically exceed the insurable limits of the Federal Deposit Insurance Corporation for a single account. All expenses of operation and management may be paid from the Association's funds, and at any time without prior notice to the Association, Agent is authorized to pay any amounts owed to it by the Association from such account(s). Any actions authorized hereunder and undertaken by the Agent shall be performed solely as the Agent for agent of the Association with all obligations or expenses incurred thereunder for the account, on behalf of, and at the expense of the Association. Any payments to be made by the Agent hereunder shall be made out of such sums as are available in the account of the Association, or as may be provided by the Association. The Agent shall not be obligated to make any advance to or for the account of the Association or to pay any sum, except out of funds held or provided as aforesaid, nor shall the Agent be obligated to incur any liability or obligation for the account of the Association without assurance that the necessary funds for the discharge thereof will be provided.

(m) The Agent is not responsible for compliance of the Property or any equipment thereon with the requirements of the Declaration or of any ordinances, laws, rules or regulations (including those relating to the storage or disposal of solid, liquid or gaseous wastes) of any municipal, county, state or federal government, or any public or authority or official thereof having jurisdiction over it. Notwithstanding the foregoing, the Agent shall notify the Board of and forward to it any written complaint, warning, notice, or summons received by the Agent.

3. *Agent Not Responsible for Maintenance of Individual Units or Limited Common Elements.* Agent shall have no authority or responsibility for maintenance or repairs of individual Units (as that term is defined in the Declaration) in the Property. Such maintenance and repairs shall be the sole responsibility of the individual Unit owners. Agent shall make, for and on behalf of the Association, any repairs or replacements with respect to the Limited Common Elements (as that term is defined in the Declaration) as is required of the Association under the Bylaws or Declaration.

4. *Meetings.* Agent or any employee of Agent shall endeavor to attend each annual meeting of the Association, each regular board meeting and any special Board or Association meetings,

Document not for resale
HomeWiseDocs

provided Agent receives at least seventy two (72) hours prior written notice of any such meeting. Except in cases of emergency, all meetings requesting the attendance of the Agent shall be held at reasonable hours on normal working days or evenings. The Association shall pay the Agent's fees and expenses in connection with attending any such meeting. It is expressly understood and agreed that the Agent shall not be required to take or transcribe minutes of any meetings. The Association shall pay the Agent's reasonable expenses incurred in connection with the preparation of any reports required by the Association or its members.

5. *One Board Member to Deal with Agent.* The Board shall designate one of its members who shall be authorized to deal with the Agent on any matter relating to the management of the Property. Agent shall not be required to accept directions or instructions with regard to the management of the Property from anyone else, and further, the Agent shall have the right to rely upon any instructions or directions given by such designated Board member.

6. *Agent Assumes No Liability.* The Agent assumes no liability whatsoever for any acts or omissions of the Board or the Association or any previous boards or current or previous owners of the Property, or any previous management or other agent of either. The Agent assumes no liability for any failure of or default by any individual Unit owner in the payment of any assessment or other charges due the Association or the performance of any obligations owed by any individual Unit owner to the Association, pursuant to any lease or otherwise. The Agent assumes no liability for any failure or default by concessionaires in any rental or other payments to the Association. Nor does the Agent assume any liability for violations of any environmental or other regulations which may become known during the period this Agreement is in effect. Any regulatory violations or hazards discovered by the Agent shall be brought to the attention of the Association in writing, and the Association shall promptly cure and remediate them.

7. *Compensation.* The Association shall pay the Agent as compensation for the services to be performed hereunder, an annual management fee in the amount of $8,640.00 to be paid in equal monthly installments in the amount of $720.00 commencing on the date the Nicolet Parc Condominium is created, and continuing on the first day of each and every month thereafter so long as this contract is in effect. The Agent's compensation may be adjusted on an annual basis upon mutual consent of the Association and the Agent. The Agent's compensation shall be increased when and as any Units are added to the Condominium based upon the rate of the Agent's compensation in effect on the date any such Unit or Units may be added. Except as otherwise provided for in this Agreement or as mutually agreed by the Agent and the Board, no further fees shall be paid to the Agent for his services. It is agreed, however, that any clerical services performed by the Agent or his employees for the Association, such as preparation and circulation of notices, newsletters and general correspondence of the Board and Association shall be at the expense of the Association, including postage, photocopying, printing and other similar expenses.

8. *Term of Agreement.* This Agreement shall be in effect for a period commencing on the date hereof, and continuing through July 31, 1998, unless terminated at the end of any calendar month by written notice from one party to the other given not less than ninety (90) days prior thereto. Notwithstanding the foregoing, in the event that the Property, the Association (by its acts or omissions) or the Board (by its acts or omissions) is alleged, charged or claimed to be in violation of any provision, order, ruling, statute, ordinance, law or regulation of any governmental body, authority or agency having or claiming to have jurisdiction over the Property, the Association or the Board, the Agent, in his sole and absolute discretion, shall have the right to cancel this Agreement upon written notice to the Board. Such cancellation shall become effective immediately upon such service of notice to the Association and shall not terminate any liability or

Document not for resale
HomeWiseDocs

obligation of the Association to the Agent for any payment, reimbursement or other sum of money then due and payable to the Agent hereunder.

9. *Notices.* Any notice required or permitted to be sent pursuant to the provisions of this Agreement shall be in writing and shall be either delivered personally or deposited in the United States mail, sent registered or certified, return receipt requested, addressed as follows:

(a) If to Association: Nicolet Parc Condominium Association, Ltd.
c/o Lawdock, Inc.
411 East Wisconsin Avenue
Suite 2550
Milwaukee, WI 53202-4497

(b) If to Agent: Nankin Property Management Services, LLC
P.O. Box 1206
Milwaukee, WI 53201

Either party may change the address for notice upon written notice to the other party. Notice shall be deemed to have been served when deposited in the mail, postage prepaid, in accordance with the aforesaid requirements.

10. *Office Facilities.* At the option of the Agent, the Association shall provide the Agent, at the Association's sole expense, with office space, furniture, equipment and supplies adequate and necessary for the Agent to perform its obligations, responsibilities and duties under this Agreement, and shall pay all expenses incurred in connection with the maintenance or operation thereof, including without limitation, charges for heating, electricity and telephone services and equipment.

11. *Signs.* Agent is hereby granted the right, at its sole option, to erect and maintain on the Property, a sign or signs which is or are visible to the public, identifying the Agent as the managing agent of the Property. The wording, size, location and other characteristics of any such sign shall be at the reasonable discretion of the Agent.

12. *Indemnification.* The Association shall insure the Property, Agent and itself against liability and bear the expense of any and all litigation against the Property, the Agent and the Association, as follows:

(a) The Association shall indemnify, defend and save the Agent harmless from all suits or other claims including, but not limited to, those alleging any negligence of the Agent or his employees in connection with the Property or the management thereof and from liability for damage to Property and injuries to or death of any employee or other person. The Association shall pay all expenses incurred by the Agent including, but not limited to, all attorneys' fees, costs and expenses incurred to represent the Agent in regard to any claim, proceeding or suit involving alleged negligence of the Agent or its employees in connection with or arising out of the management of the Property.

(b) The Association shall carry at its own expense public liability, fire and extended coverage, and workers' compensation insurance, and such other insurance as may be necessary or appropriate. Such insurance policies shall name both the Association and the Agent as insureds and their coverage shall be adequate to protect the interests of both parties and in form, substance, and amounts reasonably satisfactory to Agent with certificates evidencing such insurance or with

Document not for resale
HomeWiseDocs

duplicate copies of such policies delivered to Agent within ten (10) days from the date of execution of this Agreement and within thirty (30) days prior to the date of any renewal thereof; or Agent may, but shall not be obligated to place said insurance and charge the cost thereof to the account of the Association. Said policies shall provide that notice of default or cancellation shall be sent to the Agent as well as to the Association and shall require a minimum of thirty (30) days written notice to the Agent before any cancellation of or changes to said policies.

(c) The Association shall pay all expenses incurred by the Agent including, but not limited to, the Agent's costs and time, any liability, fines, penalties or the like, settlement amounts, and attorneys' fees for counsel employed to represent the Agent or the Association in any proceeding or suit involving any alleged or actual violation by the Agent or the Association or the Board, or any combination of them, of any law or regulation of any governmental body pertaining to environmental protection, fair housing, fair employment or otherwise, including, but not limited to, any law prohibiting or making illegal discrimination. The Association, however, shall not be responsible to Agent for any such expenses in the event the Agent is finally adjudged to have personally, and not in a representative capacity, and intentionally, violated any such law. Nothing contained in this Agreement shall obligate the Agent to employ legal counsel to represent the Board of the Association in any such proceeding or suit.

(d) The Association shall indemnify, defend and save the Agent harmless from all claims, investigations and suits, or from the Association's or the Board's actions or failures to act, with respect to any alleged or actual violation of federal or state labor laws. The Association's obligation with respect to such violation(s) shall include payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, litigation expense, and attorneys' fees.

(e) The indemnification provisions of this Agreement shall survive the termination of this Agreement.

13. *Contingency Reserve.* The Association shall establish and maintain the fund balances for the Working Capital Fund and any and all other funds as set forth in the Bylaws.

14. *Severability.* If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, invalid, unlawful, void or unenforceable as then written, it is the parties' intent that such provision shall be given force to the fullest possible extent that it is legal, valid, lawful and enforceable; that the remainder of this Agreement shall be construed as if such illegal, invalid, unlawful, void or unenforceable provision were not contained therein; and that the rights, obligations and interests arising under the remainder of this Agreement shall continue in full force and effect.

15. *Capitalized Terms.* Unless otherwise expressly defined herein, all capitalized terms used in this Agreement shall have the meanings set forth in the Declaration.

16. *Applicable Law.* This Agreement shall be governed by and construed in accordance with the internal laws of the State of Wisconsin.

17. *Entire Agreement.* This Agreement contains the entire understanding between the parties as to the subject matter hereof. All prior negotiations and all prior understandings and agreements with respect to such subject matter are hereby deemed merged into this Agreement. Amendments, revisions and riders hereto, if any, shall be deemed binding only if in writing and executed by all parties to this Agreement.

Document not for resale
HomeWiseDocs

DATED, as of the day, month and year first written above.

ASSOCIATION:
NICOLET PARC CONDOMINIUM
OWNERS ASSOCIATION, LTD.,
a Wisconsin non-stock corporation

By:_____
Rod S. Engel, President

AGENT:
NANKIN PROPERTY MANAGEMENT
SERVICES, LLC, a Wisconsin
limited liability company

By:_____
Armin H. Nankin, Member

Document not for resale
HomeWiseDocs

Document not for resale
HomeWiseDocs

5 March 1997

INSPECTION REPORT AND GENERAL CONDITION SURVEY

NICOLET PARC
500 WEST BENDER ROAD
GLENDALE, WISCONSIN

INSPEX® Building and Construction Inspection Services

7814 North Boyd Way
Fox Point Wisconsin 53217
Office: (414) 352-0443
Fax: (414) 352-0710
e-mail: inspex2000@aol.com

PREPARED BY
Stuart L. Rothman
Registered Architect



Document not for resale
HomeWiseDocs

5 March 1997

INSPEX®
Building and Construction Inspection Services

7814 North Boyd Way
Fox Point Wisconsin 53217
Office: (414) 352-0443
Fax: (414) 352-0710
e-mail: inspex2000@aol.com

TABLE OF CONTENTS

SECTION 1
INTRODUCTION

1.1	Overview	Page 1-1

SECTION 2
SUMMARY

2.1	Project Data Summary	Page 2-1
2.2	Project Description	Page 2-2
2.3	Project Size	Page 2-3
2.4	Utilities	Page 2-4
2.5	Building Codes	Page 2-4

SECTION 3
SITE and SURROUNDING AREA

3.1	Site	Page 3-1
3.2	Adjacent Properties	Page 3-1
3.3	Educational Facilities	Page 3-1
3.4	Transportation	Page 3-1
3.5	Recreation	Page 3-1
3.6	Retail	Page 3-2
3.7	Places of Worship	Page 3-2
3.8	Parking	Page 3-2
3.9	Site Drainage and Grading	Page 3-2
3.10	Paving and walks	Page 3-2
3.11	Specialties	Page 3-2
3.12	Irrigation	Page 3-3
3.13	Fire Protection	Page 3-3

Document not for resale
HomeWiseDocs

5 March 1997

INSPEX®
Building and Construction Inspection Services

7814 North Boyd Way
Fox Point Wisconsin 53217
Office: (414) 352-0443
Fax: (414) 352-0710
e-mail: inspex2000@aol.com

TABLE OF CONTENTS (continued)

SECTION 4
ARCHITECTURAL SYSTEMS

4.1	Exterior Walls and Trim	Page 4-1
4.2	Interior Walls	Page 4-1
4.3	Interior Finishes	Page 4-1
4.4	Doors and Hardware	Page 4-1
4.5	Windows and Skylights	Page 4-1
4.6	Roofs, Flashing and Accessories	Page 4-2
4.7	Caulking and Sealants	Page 4-2
4.8	Balconies	Page 4-2
4.9	Cabinets	Page 4-2
4.10	Accessories and Specialties	Page 4-2
4.11	Thermal Protection	Page 4-2

SECTION 5
STRUCTURAL SYSTEMS

5.1	Foundation Systems	Page 5-1
5.2	Framing Systems	Page 5-1

SECTION 6
HVAC (HEATING AND COOLOING SYSTEMS)

6.1	System Description	Page 6-1

SECTION 7
PLUMBING SYSTEMS

7.1	Piping	Page 7-1
7.2	Fixtures	Page 7-1

Document not for resale
HomeWiseDocs

INSPEX®
Building and Construction Inspection Services

7814 North Boyd Way
Fox Point Wisconsin 53217
Office: (414) 352-0443
Fax: (414) 352-0710
e-mail: inspex2000@aol.com

TABLE OF CONTENTS (continued)

SECTION 8
ELECTRICAL SYSTEMS

8.1	Meters	Page 8-1
8.2	Wiring and Devices	Page 8-1
8.3	Panels	Page 8-1
8.4	Security	Page 8-2
8.5	Fire Protection	Page 8-2
8.6	Appliances	Page 8-2

SECTION 9
ESTIMATED USEFUL LIFE

9.1	Introduction	Page 9-1
9.2	Estimated Useful Life	Page 9-1

SECTION 10
CONCLUSIONS AND RECOMMENDATIONS

10.1	Conclusions	Page 10-1
10.2	Repair and Replacement Recommendations	Page 10-1

Document not for resale
HomeWiseDocs

5 March 1997

INSPEX®
Building and Construction Inspection Services
7814 North Boyd Way
Fox Point Wisconsin 53217
Office: (414) 352-0443
Fax: (414) 352-0710
e-mail: inspex2000@aol.com

SECTION 1
INTRODUCTION

1.1 OVERVIEW

INSPEX Building and Construction Inspection Services was assigned to inspect Nicolet Parc, Glendale, Wisconsin. The purpose of the inspection, within a reasonable degree of professional and technical accuracy, was to:

1. Observe and evaluate existing conditions of buildings and components of construction.

2. Provide a description of building components

3. Examine and verify compliance with applicable building codes, fire codes and life safety codes

4. Present opinions regarding estimated useful life of building components

5. Identify and describe project components in need of repair, replacement or maintenance

6. Recommend a remedial, repair or replacement program including estimated costs

This report is intended to serve as a general rather than comprehensive analysis of existing conditions, building components, materials and systems. Comments and recommendations are based on non-destructive visual observation of conditions and materials of construction at this property. No portions of the building were removed or opened for inspection of components not otherwise visible. Construction document review, field testing reports, sub-surface soil conditions and engineering calculations are not a part of this report. Mechanical, electrical and plumbing systems have not been calibrated or checked for operational inconsistencies. Comments in this report are based on site observations by INSPEX, discussions at the project with project management staff and review of construction documents prepared by Shepherd Legan Aldrian, Architects, utilized for construction of the project. INSPEX also contacted local building and fire department officials.

Document not for resale
HomeWiseDocs

INSPEX®
Building and Construction Inspection Services
7814 North Boyd Way
Fox Point Wisconsin 53217
Office: (414) 352-0443
Fax: (414) 352-0710
e-mail: inspex2000@aol.com

1.1 OVERVIEW (continued)

This inspection report was produced based on an inspection of a random sampling of dwelling units. Not every dwelling unit was inspected and not every component, mechanical system or appliance was individually inspected. The estimated useful lives of various components are based on general standards, and do not apply to the specific components of any dwelling unit. The components may require repair or replacement at an earlier or later time as stated in the estimate. These estimates do not provide any guaranty or warranty regarding the individual components existing within this project. The estimated useful lives herein assume that all components are properly maintained and serviced.

Document not for resale
HomeWiseDocs

5 March 1997

INSPEX®
Building and Construction Inspection Services
7814 North Boyd Way
Fox Point Wisconsin 53217
Office: (414) 352-0443
Fax: (414) 352-0710
e-mail: inspex2000@aol.com

SECTION 2
SUMMARY

2.1 PROJECT DATA SUMMARY

Project Type:	2 story apartment buildings consisting of 9 buildings with 8 dwelling units per building
Address:	NICOLET PARC 500 West Bender Road Glendale, Wisconsin
Year Built:	Phase 1: Buildings 1 through 4: 1991 Phase 2: Buildings 5 through 9: 1992
Foundation System:	Concrete slab on concrete foundation walls on continuous reinforced concrete footings
Framing System:	Pre-fabricated wood floor and roof trusses
Exterior Walls:	Brick; cedar siding; simulated stucco
Roof:	Composition shingles
Interior Partitions:	Gypsum drywall on wood studs
Ceilings:	Gypsum drywall on resilient channels and roof trusses
HVAC:	Central system for each dwelling unit with auxiliary electric heaters in second floor units
Electrical:	120/240 volt service with panel boards in each dwelling unit; individually metered
Plumbing:	Galvanized, copper, and PVC piping

Document not for resale
HomeWiseDocs

INSPEX®
Building and Construction Inspection Services
7814 North Boyd Way
Fox Point Wisconsin 53217
Office: (414) 352-0443
Fax: (414) 352-0710
e-mail: inspex2000@aol.com

2.2 PROJECT DESCRIPTION

The project is comprised of 9 two story buildings. Each building has 8 dwelling units and 8 one car garages. The project includes four types of dwelling units. Unit type descriptions and approximate sizes are as follows (areas and dimensions supplied by Owner, verified at this inspection).

UNIT TYPE A (Second Floor): 1,472 sq. ft.
- Living Room: 12' x 22'
- Den: 11' x 14'
- Dining Area: 9' x 11'
- Kitchen: 9' x 12'
- Master Bedroom: 11' x 16' plus Master Bath with shower
- Bedroom 2: 11' x 13'
- Cathedral ceilings and skylights
- Balcony
- Hall Bath
- Laundry Room
- Garage

UNIT TYPE B (Second Floor): 1,422 sq. ft.
- Living/Dining Room: 13' x 26'
- Den: 11' x 14'
- Kitchen: 10' x 11'
- Master Bedroom: 12' x 15' plus Master Bath with shower
- Bedroom 2: 11' x 13'
- Cathedral ceilings and skylights
- Balcony
- Hall Bath
- Laundry Room
- Garage

Document not for resale
HomeWiseDocs

5 March 1997

INSPEX®
Building and Construction Inspection Services
7814 North Boyd Way
Fox Point Wisconsin 53217
Office: (414) 352-0443
Fax: (414) 352-0710
e-mail: inspex2000@aol.com

2.2 PROJECT DESCRIPTION (continued)

UNIT TYPE C (First Floor): 1,253 sq. ft.
- Living Room: 12' x 22'
- Dining Area: 9' x 11'
- Kitchen: 9' x 12'
- Master Bedroom: 11' x 16' plus Master Bath with shower
- Bedroom 2: 11' x 13'
- 9' ceilings
- Patio
- Hall Bath
- Laundry Room
- Garage

UNIT TYPE D (First Floor): 1,203 sq. ft.
- Living/Dining Room: 13' x 26'
- Den: 11' x 14'
- Kitchen: 10' x 11'
- Master Bedroom: 12' x 15' plus Master Bath with shower
- Bedroom 2: 11' x 13'
- 9' ceilings
- Balcony
- Hall Bath
- Laundry Room
- Garage

A utility and storage building is located at the north side of the project.

2.3 PROJECT SIZE

Total area for dwelling units is approximately 96,300 square feet, comprised by:
- 18 Type A Units @ 1,472 sq. ft.
- 18 Type B Units @ 1,422 sq. ft.
- 18 Type C Units @ 1,253 sq. ft.
- 18 Type D Units @ 1,203 sq. ft.

Document not for resale
HomeWiseDocs

5 March 1997

INSPEX®
Building and Construction Inspection Services
7814 North Boyd Way
Fox Point Wisconsin 53217
Office: (414) 352-0443
Fax: (414) 352-0710
e-mail: inspex2000@aol.com

2.4 UTILITIES

Utilities are provided as follows:

Water: City of Glendale
Storm Sewer: City of Glendale
Sanitary Sewer: City of Glendale
Fire Department: City of Glendale
Electricity: Wisconsin Electric
Natural Gas: Wisconsin Gas
Telephone: Ameritech
Cable Television: Warner Cable

2.5 BUILDING CODES

According to City of Glendale officials, there are no outstanding building or fire code violations.

Document not for resale
HomeWiseDocs

5 March 1997

INSPEX®
Building and Construction Inspection Services
7814 North Boyd Way
Fox Point Wisconsin 53217
Office: (414) 352-0443
Fax: (414) 352-0710
e-mail: inspex2000@aol.com

SECTION 3
SITE and SURROUNDING AREA

3.1 SITE
The project is situated on approximately 8.5 acres of land situated within the city limits of Glendale, Wisconsin. The entrance to the project includes a rather handsome project identification sign and a landscaped esplanade on West Bender Road.

3.2 ADJACENT PROPERTIES
Properties surrounding the subject project are:

NORTH: Railroad right of way
EAST: City of Glendale water plant
SOUTH: Single family residential
WEST: Single family residential

3.3 EDUCATIONAL FACILITIES
The project is located in the Glendale-River Hills school district. Good Hope School, Parkway School and Glen Hills Middle School are within 2 miles. Nicolet High School is approximately ½ mile north of the project. The Jewish Community Center, an expansive facility open to all denominations, is located approximately 1 mile east of the project, and provides an extensive range of children and adult educational and cultural programs

3.4 TRANSPORTATION
Public bus service is available on North Port Washington Road, approximately 300 feet east of the site. Access to Interstate 43, a major north-south freeway, is located approximately ½ mile from the project. Travel time to downtown Milwaukee is approximately 10 minutes.

3.5 RECREATION
Kletzsch Park, a major Milwaukee County Park which is a part of the Milwaukee River Parkway system, is located less than ½ mile west of the project. The Jewish Community Center provides health, exercise and athletic facilities.

Document not for resale
HomeWiseDocs

5 March 1997

INSPEX®
Building and Construction Inspection Services
7814 North Boyd Way
Fox Point Wisconsin 53217
Office: (414) 352-0443
Fax: (414) 352-0710
e-mail: inspex2000@aol.com

3.6 RETAIL
Bay Shore Mall, a major regional shopping center, is located approximately ½ mile southeast of the project. Silver Spring Drive and North Port Washington Road, approximately 1 mile south, features specialty shops, medical and dental offices, banks, restaurants, service and other businesses.

3.7 PLACES OF WORSHIP
Several churches and synagogues are located within 1 mile of the project.

3.8 PARKING
Each dwelling unit provides one indoor parking space in the attached garage and one additional outdoor parking space in front of each garage. An additional 28 guest parking spaces are provided at several locations. A total of 172 parking spaces (2.39 spaces per dwelling unit) are provided.

3.9 SITE DRAINAGE AND GRADING
The site is gently sloped toward the west. Approximate grade change from east to west is approximately 14' in a distance of approximately 800', representing a slope of 1.75%. Storm water is collected on the west side of the project and diverted into a municipal storm water line in West Bender Road.

3.10 PAVING and WALKS
The drives and parking areas are asphalt paved. Concrete walks connect the entrance door of each dwelling unit to the paved drives and parking areas. Concrete patios are located at each First Floor unit. No defects were observed in the paving surface and concrete walks at this inspection.

3.11 SPECIALTIES
The project include two banks of mailboxes located adjacent to the drive areas on the west and east side of the property.

Document not for resale
HomeWiseDocs

INSPEX®
Building and Construction Inspection Services
7814 North Boyd Way
Fox Point Wisconsin 53217
Office: (414) 352-0443
Fax: (414) 352-0710
e-mail: Inspex2000@aol.com

3.12 IRRIGATION

The entrance drive area on the east side of the property has an automatic underground irrigation sprinkler system. The control panel for this system is located at Building 1.

3.13 FIRE PROTECTION

Several fire hydrants are located within the property.

Document not for resale
HomeWiseDocs

INSPEX®
Building and Construction Inspection Services
7814 North Boyd Way
Fox Point Wisconsin 53217
Office: (414) 352-0443
Fax: (414) 352-0710
e-mail: inspex2000@aol.com

SECTION 4
ARCHITECTURAL SYSTEMS

4.1 EXTERIOR WALLS and TRIM
The exterior walls of the buildings are comprised of face brick, simulated stucco and painted cedar siding trim, overhang and fascia. Exterior wall construction includes 2x4 studs, vapor barrier, extruded polystyrene R-3.7 rated insulating sheathing, ¾" rigid insulation, 1" air space and R-13 batt insulation within the wall cavity. These materials and types of construction are customary for this purpose. Exterior wall components appear to be in acceptable condition.

4.2 INTERIOR WALLS
Common interior walls between dwelling units are fire rated, comprised of double layers of fire rated gypsum drywall, wood studs and insulation within the wall cavity. Sound transmission ratings for these walls are between STC60-65 which represents excellent resistance to sound transmission between adjacent dwelling units. Interior walls are gypsum board on wood studs. These materials and types of construction are customary for this purpose. Interior wall components appear to be in acceptable condition.

4.3 INTERIOR FINISHES
Bedrooms, Living Rooms and Dining Rooms have carpeted floors. Kitchens, Baths and Laundry Rooms have sheet vinyl floors. Garage floors are sealed concrete. Interior walls and ceilings are painted.

4.4 DOORS and HARDWARE
Exterior doors are typically six panel insulated metal, painted. Interior doors are typically six panel pre-finished hardboard. Garage doors are painted metal. Patio and balcony doors are three panel sliding insulating glass in aluminum frames. Door frames are oak. Front door hardware is "Schlage" deadbolt type. These materials and types of construction are customary for this purpose. Doors and hardware appear to be in acceptable condition.

4.5 WINDOWS and SKYLIGHTS
Windows in this project are sliding type double pane insulated in pre-finished aluminum frames, customary for this application. Skylights are tinted acrylic, insulated type, with condensate drains in the mounting curb. Window coverings are horizontal and vertical type blinds. These materials and types of construction are customary for this purpose. Windows and skylights appear to be in acceptable condition.

Document not for resale
HomeWiseDocs

INSPEX®
Building and Construction Inspection Services
7814 North Boyd Way
Fox Point Wisconsin 53217
Office: (414) 352-0443
Fax: (414) 352-0710
e-mail: inspex2000@aol.com

4.6 ROOFS, FLASHING and ACCESSORIES
Roof shingles are fiberglass Type A, 225 pound with adhesive tab installed over 30 pound building felt underlayment. Roof pitch is typically 4½ :12. Valley flashing is mineral surfaced roll material. Ice and water shield is provided at roof edges. Galvanized metal step type flashing is provided at the intersection of roof and vertical walls. Pre-finished ridge vents and insect protection screens are provided. These materials and types of construction are in acceptable condition and are customary for this purpose.

4.7 CAULKING and SEALANTS
Caulking materials comprising urethane or acrylic are located at exterior joints, door and window frames. No indications of leakage or sealant failure were observed.

4.8 BALCONIES
Second floor dwelling units include balconies adjacent to the Living Room. These balconies are constructed of concrete with galvanized painted tube handrails and balusters. The balcony assemblies are supported by steel angles bolted to the building wall and brick columns with cut stone caps. The balcony assemblies appear to be in acceptable condition.

4.9 CABINETS
Pre-finished cabinets are provided in Kitchens, Baths and Laundry rooms. The cabinets are constructed with oak frames and trim with plastic laminate faced doors. Countertops are plastic laminate on hardboard and plywood base. These materials and types of construction are in acceptable condition and are customary for this purpose.

4.10 ACCESSORIES and SPECIALTIES
Closet shelving is vinyl coated wire type. Each toilet room is provided with towel bars, medicine cabinets, grab bars and toilet paper holders, in generally acceptable condition and customary for their purpose.

4.11 THERMAL PROTECTION
Exterior perimeter walls provide values in excess of R-16. Attic and exposed overhang insulation provides values of R-38 or greater. Insulation is provided in excess of minimum building code requirements.

Document not for resale
HomeWiseDocs

INSPEX®
Building and Construction Inspection Services
7814 North Boyd Way
Fox Point Wisconsin 53217
Office: (414) 352-0443
Fax: (414) 352-0710
e-mail: inspex2000@aol.com

SECTION 5
STRUCTURAL SYSTEMS

5.1 FOUNDATION SYSTEMS

The building foundation system has been designed to conform to recommendations contained in a soils investigation report, including an allowable soil bearing capacity of 1,000 pounds per square foot. Garage slabs are sloped 2" for positive drainage.

The foundation system is comprised of these components:

- 4" thick concrete slab reinforced with welded wire fabric
- 5" thick slabs at Garages
- 12" thick reinforced slab under load bearing walls
- 16" diameter concrete piers with 36" square reinforced pier footings
- 8" thick concrete foundation walls
- 24" x 12" reinforced continuous grade beam at frost depth
- 2" rigid insulation under slab

Concrete strength is 3,000 psi at interior slabs, 4,000 psi at exterior. No foundation structural defects are apparent at this project. The foundation system appears to have been properly designed and constructed.

5.2 FRAMING SYSTEMS

The building framing system is comprised of these components:

- Second floor framing: ¾" thick concrete on ⅝" thick tongue and groove type plywood decking on pre-fabricated wood trusses
- Roof framing: Pre-fabricated wood trusses with conventional dimensional lumber for rafter extensions and miscellaneous framing.
- Load bearing interior walls: 2x4 studs @ 16" o.c.
- Non-load bearing walls: 2x4 studs @ 24" o.c.
- Metal anchors and hangers at trusses

No framing structural defects are apparent at this project. The framing system appears to have been properly designed and constructed.

Document not for resale
HomeWiseDocs

5 March 1997

INSPEX®
Building and Construction Inspection Services
7814 North Boyd Way
Fox Point Wisconsin 53217
Office: (414) 352-0443
Fax: (414) 352-0710
e-mail: inspex2000@aol.com

SECTION 6
HVAC (HEATING and COOLING) SYSTEMS

6.1 SYSTEM DESCRIPTION

Each dwelling unit at this project is heated and cooled by a residential type split system consisting of gas fired forced air furnaces with vertical fan and cooling coils and condensing units mounted on concrete pads at grade level. Conditioned air is distributed throughout the dwelling unit by insulated metal ducts. The furnaces are located in Utility Rooms within each dwelling unit. Typical capacities are 60,000 BTU heating and 23,800 BTU cooling. The systems are controlled by a conventional thermostat.

HVAC systems in Buildings 1 through 5 are "Armstrong" Ultra II High Efficiency. HVAC systems in Buildings 6 through 9 are "Carrier" Series 100.

Auxiliary 1,000 watt electric baseboard heaters are provided at the Den at second floor dwelling units.

Auxiliary 1,000 watt electric area heaters are provided at the entrance stair at second floor dwelling units.

Supply registers are typically located in the ceiling, adjacent to windows. Return registers are located in Living Rooms and Bedrooms.

Exhaust fans with a 70 cfm capacity are located in the ceiling of each Bath, ducted through the roof.

The systems used at this project are typical for this application. Management reports that no recurring difficulties or operational inconsistencies have been encountered. The systems appear to be functioning properly.

Document not for resale
HomeWiseDocs

INSPEX®
Building and Construction Inspection Services
7814 North Boyd Way
Fox Point Wisconsin 53217
Office: (414) 352-0443
Fax: (414) 352-0710
e-mail: Inspex2000@aol.com

SECTION 7
PLUMBING SYSTEMS

7.1 PIPING

Plumbing piping materials include cast iron, copper and PVC, in conformance with applicable codes. Drain pipe sizes include 2", 3" and 4", as required. Sanitary drains are connected to a 6" diameter drain discharging into the municipal sanitary sewer system. Supply lines are ½", ¾", 1" and 1¼" diameter, as required, in conformance with applicable codes. Vent lines are 1¼", 1½" and 2" diameter , as required, in conformance with applicable codes. Valves are provided at each supply line to a fixture. Expansion loops are provided in hot water lines.

Pipe types, sizes and systems are customary for this application and apparently properly designed and constructed.

7.2 FIXTURES

Plumbing fixture types are as follows:

- Kitchen: Stainless steel sink with single lever faucet and spray
- Bath Tub: One piece reinforced fiberglass
- Bath Valve: Single handle type, pressure balanced
- Shower Valve: Single handle type, pressure balanced
- Commode: Tank type
- Water Heater: "A.O. Smith" electric, 40 gallon capacity
- Hose Bibb: Freeze proof type
- Laundry Sink: Fiberglass
- Floor drains: Provided at Second Floor units
- Cleanouts: Provided at change of direction and at fixtures

Plumbing fixtures are customary for this application and in apparently satisfactory condition.

Document not for resale
HomeWiseDocs

5 March 1997

INSPEX®
Building and Construction Inspection Services
7814 North Boyd Way
Fox Point Wisconsin 53217
Office: (414) 352-0443
Fax: (414) 352-0710
e-mail: Inspex2000@aol.com

SECTION 8
ELECTRICAL SYSTEMS

8.1 METERS
Each dwelling unit is individually metered.

8.2 WIRING and DEVICES
Wiring and device types are as follows:

- Wiring: Copper, in conformance with codes
- Outlets: Provided in excess of minimum code requirements
- Smoke detectors: Provided within each dwelling unit, wired to the electrical system
- Door Chimes: Provided at First Floor units
- Intercoms: Provided at Second Floor units
- Lighting Fixtures:
  - Recessed incandescent
  - Track type
  - Wall mount incandescent
  - Under cabinet and above cabinet fluorescent in Kitchen
  - High pressure sodium type at exterior adjacent to Garage with photo electric switch
  - Pole mounted site illumination
  - Ceiling fans in Living Rooms
  - Pre-wired for ceiling fixtures in Bedrooms

8.3 PANELS
Electrical panels with circuit breakers are located within each dwelling unit. Electrical capacity for each panel is 100 amps. 120/240 volt single phase 3 wire service is provided. An additional 60 amp electrical panel, identified as House Panel Board H, provides service to the fire alarm system and exterior lights

Electrical capacity and distribution systems are customary for this application and in apparently satisfactory condition.

Document not for resale
HomeWiseDocs

INSPEX®
Building and Construction Inspection Services
7814 North Boyd Way
Fox Point Wisconsin 53217
Office: (414) 352-0443
Fax: (414) 352-0710
e-mail: inspex2000@aol.com

8.4 SECURITY SYSTEM

First floor dwelling units are provided with an integral security system connected to the telephone system, including window and door contacts. This system appears to be functioning satisfactorily. Second floor dwelling units are pre-wired for this system.

8.5 FIRE PROTECTION SYSTEM

A manual fire alarm system is provided at the project, including non-monitored pull stations in each dwelling unit. This system is inspected and tested regularly. The system appears to be functioning satisfactorily.

8.6 APPLIANCES

Dwelling units are provided with the following appliances:

- Range: "Frigidaire" free standing type including single oven
- Microwave: "Frigidaire" with integral exhaust
- Refrigerator: "Frigidaire" with connections for ice maker
- Dishwasher: "Frigidaire"
- Clothes Washer: "Frigidaire"
- Clothes Dryer: "Frigidaire" electric
- Disposal: "Emerson" and "Insinkerator"

These appliances are customary for this application, of a generally acceptable quality level.

Document not for resale
HomeWiseDocs

5 March 1997

INSPEX®
Building and Construction Inspection Services
7814 North Boyd Way
Fox Point Wisconsin 53217
Office: (414) 352-0443
Fax: (414) 352-0710
e-mail: inspex2000@aol.com

SECTION 9
ESTIMATED USEFUL LIFE

9.1 INTRODUCTION

Components of construction have an estimated useful life which may vary due to intensity of use, general level of quality of component, manufacturing characteristics, exposure to climactic conditions, maintenance and other factors. The assignment of estimated useful life of a component of construction considers these factors as well as commonly accepted standards.

This report includes a list of the major components of construction and an analysis of the remaining useful life in years of each component as well as the estimated cost to replace each component expected to attain or exceed its' estimated useful life within the next five to fifteen years.

9.2 ESTIMATED USEFUL LIFE

COMPONENT	ESTIMATED USEFUL LIFE	REMAINING USEFUL LIFE
Paving	20	15
Foundation and Concrete	100+	95+
Exterior Masonry	75+	70+
Exterior Wood Siding	35	30
Exterior Paint	12	7
Exterior Simulated Stucco	50+	45+
Interior Partitions	75+	70+
Doors and Hardware	25+	20+
Windows	30	25
Skylights	30	25
Roof Materials	20	15
Flashing	20	15
Caulking and Sealants	15	10

Document not for resale
HomeWiseDocs

5 March 1997

INSPEX®
Building and Construction Inspection Services
7814 North Boyd Way
Fox Point Wisconsin 53217
Office: (414) 352-0443
Fax: (414) 352-0710
e-mail: inspex2000@aol.com

9.2 ESTIMATED USEFUL LIFE (continued)

COMPONENT	ESTIMATED USEFUL LIFE	REMAINING USEFUL LIFE
Cabinets	30	25
Insulation	50+	45+
Framing and Structural Systems	100+	95+
Heating and Cooling Equipment	20	15
Plumbing Piping	50+	45+
Plumbing Fixtures and Trim	30	25
Water Heaters	15	10
Electrical Panels and Distribution	100+	95+
Electrical Fixtures	30	25
Kitchen Appliances	20	15
Laundry Appliances	15	10
Flooring Materials	15	10

Document not for resale
HomeWiseDocs

5 March 1997

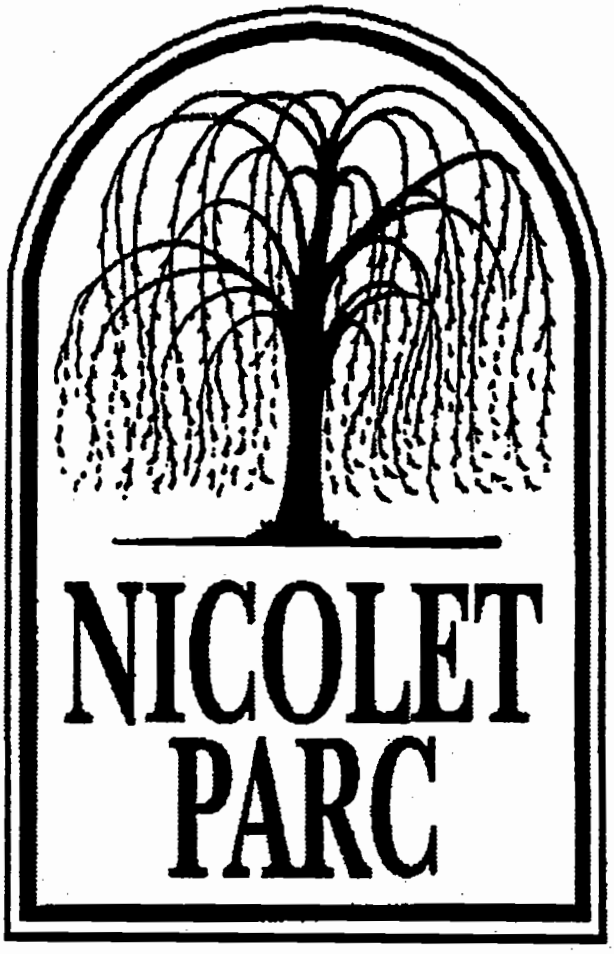
INSPEX®
Building and Construction Inspection Services
7814 North Boyd Way
Fox Point Wisconsin 53217
Office: (414) 352-0443
Fax: (414) 352-0710
e-mail: inspex2000@aol.com

SECTION 10
CONCLUSIONS and RECOMMENDATIONS

10.1 CONCLUSION
Nicolet Parc appears to be a well designed and generally properly constructed project. Components utilized in its' construction appear to be appropriate for their purpose and of suitable levels of quality, with most components significantly above average as compared to similar project types.

10.2 REPAIR and REPLACEMENT RECOMMENDATIONS
As a result of the recent age of the project, quality of components utilized in the public or common spaces at Nicolet Parc and maintenance by project staff, there are no components in need of major repair or immediate replacement.

Document not for resale
HomeWiseDocs



EQUAL HOUSING OPPORTUNITY

NICOLET PARC CONDOMINIUM

SUPPLEMENTAL CONDOMINIUM DOCUMENTS

June 1999

Document not for resale
HomeWiseDocs

Table of Contents

1. First Amendment to Condominium Declaration of Nicolet Parc Condominium dated June 17, 1999

2. Nicolet Parc Condominium Addendum No. 1 to Condominium Plat

3. Management Agreement as of August 1, 1998

Document not for resale
HomeWiseDocs

Document Number	FIRST AMENDMENT TO CONDOMINIUM DECLARATION OF NICOLET PARC CONDOMINIUM Document Title

FIRST AMENDMENT TO CONDOMINIUM DECLARATION OF NICOLET PARC CONDOMINIUM

THIS FIRST AMENDMENT TO CONDOMINIUM DECLARATION of Nicolet Parc Condominium (this "First Amendment") is made this 17th day of June, 1999, by **Legacy Enterprises, LLC, a Wisconsin limited liability company** (hereinafter "Declarant"), pursuant to the Condominium Declaration for **NICOLET PARC CONDOMINIUM** recorded on July 17, 1997, on Reel 4097, Images 657 through 684, inclusive, as Document No. 7394470, in the Office of the Register of Deeds for Milwaukee County, Wisconsin, the "Declaration") and pursuant to the Condominium Ownership Act of the State of Wisconsin, Chapter 703 of the Wisconsin Statutes (hereinafter the "Act").

Recording Area

Name and Return Address

WARREN S. BLUMENTHAL
QUARLES & BRADY LLP
411 EAST WISCONSIN AVENUE
MILWAUKEE, WI 53202

Parcel Identification Number (PIN)

WHEREAS, the original declarant under the Declaration was Legacy/Nicolet Parc, LLC which assigned certain of its rights to Declarant pursuant to that certain Assignment and Acceptance of Certain Rights and Interests as Declarant dated as of November 1, 1998 and recorded on June 15, 1999, as Document No. 7757356 in the Office of the Register of Deeds for Milwaukee County, Wisconsin; and

WHEREAS, Declarant desires to amend the Declaration to expand NICOLET PARC CONDOMINIUM by adding additional units and otherwise as provided below;

NOW, THEREFORE, for and in consideration of the premises, it is hereby agreed that the Declaration is hereby amended as follows:

Document not for resale
HomeWiseDocs

1. Purpose of this First Amendment.

The purpose of this First Amendment is to expand the condominium by adding Phase 2 and submitting the land hereinafter described and the improvements constructed or to be constructed thereon to the condominium form of ownership as a part of NICOLET PARC CONDOMINIUM in the manner provided by the Act and the Declaration.

2. Statement of Declaration.

Declarant hereby declares that it is the owner of the real property described in Section 3 hereof and shown on Sheet 1 of the Nicolet Parc Condominium Addendum No. 1 to Condominium Plat attached hereto, together with all buildings and improvements constructed or to be constructed thereon (the "Property"), which are hereby submitted to the condominium form of ownership as a part of NICOLET PARC CONDOMINIUM as provided in the Declaration, and which Property shall be held, conveyed, devised, leased, encumbered, used, improved, and in all respects otherwise affected subject to the provisions, conditions, covenants, restrictions and easements of the Declaration of NICOLET PARC CONDOMINIUM. All provisions hereof and of the Declaration shall be deemed to run with the land described and shall constitute benefits and burdens to the Declarant, its successors and assigns, and to all parties hereafter having any interest in the Property.

3. Legal Description.

The real estate described hereinafter and described on the Nicolet Parc Condominium Addendum No. 1 to Condominium Plat attached hereto, together with all buildings and improvements constructed or to be constructed thereon, are hereby annexed to NICOLET PARC CONDOMINIUM and are subjected to the provisions of the Declaration. The real estate subjected to the provisions of the Declaration hereby is described as follows:

> Parcel 1 of Certified Survey Map No. 5623, being a division of lands in the Northwest 1/4 of the Northeast 1/4 and the Northeast 1/4 of Northwest 1/4 of Section 29, Township 8 North, Range 22 East, in the City of Glendale, Milwaukee County, Wisconsin, more particularly described as follows:

Document not for resale
HomeWiseDocs

Commencing at the Northeast corner of Northwest 1/4 of said Section 29; thence South 00°03'05" West along the East line of said 1/4 Section 1318.98 feet to a point; thence North 89°46'00" East along the centerline of West Bender Road 66.00 feet to a point; thence North 00°03'05" East and parallel to the East line of said 1/4 Section 190.00 feet to a point; thence North 89°46'00" East 130.00 feet to a point; thence North 00°03'05" East 63.00 feet to the point of beginning of the lands to be described; thence South 89°46'00" West 110.00 feet to a point; thence North 55°42'46" West 55.00 feet to a point; thence North 24°35'29" West 102.00 feet to a point; thence North 00°03'05" East 102.00 feet to a point; thence North 82°42'20" East 29.64 feet to a point; thence North 07°41'45" East 87.07 feet to a point; thence North 07°17'40" West 98.12 feet to a point; thence Northeasterly 173.01 feet along the South line of the Chicago & Northwestern Transportation Company right of way and the arc of a curve whose center lies to the Northwest, whose radius is 3969.83 feet and whose chord bears North 78°36'40" East 173.00 feet to a point; thence South 00°03'05" West 446.82 feet to the point of beginning. Containing 74,092 sq. ft. or 1.7009 acres.

The buildings and units constructed or to be constructed on the real estate shall be described in the building and floor plans which are a part of the Nicolet Parc Condominium Addendum No. 1 to Condominium Plat attached hereto for NICOLET PARC CONDOMINIUM, depicting the layout, location, perimeters and approximate dimensions of the buildings and units.

4. Effect of First Amendment.

By this First Amendment to the Declaration, sixteen (16) condominium units are annexed and added to NICOLET PARC CONDOMINIUM and subjected to the Declaration. All of the provisions, restrictions, covenants, terms and conditions of the Declaration and the Articles and By-Laws of Nicolet Parc Condominium Association, Ltd. (the "Association"), and such restrictions, rules and regulations as may be promulgated thereunder shall be

Document not for resale
HomeWiseDocs

applicable to the Property and units hereby annexed to NICOLET PARC CONDOMINIUM.

By reason of this First Amendment and the annexation of sixteen (16) additional condominium units to NICOLET PARC CONDOMINIUM, as of the effective date hereof, the original Declaration is amended in the following respects:

4.1 Number. There are a total of eighty-eight (88) residential condominium units in NICOLET PARC CONDOMINIUM.

4.2 Percentage of Interest. The percentage of the undivided ownership interest in the common elements and facilities and limited common elements appurtenant to each unit and its owner, shall be 1.13636%, determined by dividing the number one (1) by the number eighty-eight (88).

4.3 Voting. There are eighty-eight (88) votes in the Association. Each unit shall be entitled to one (1) vote at meetings of the Association, pursuant to the terms of the Declaration and By-Laws of the Association.

5. Amendment of Condominium Plat.

The Condominium Plat for NICOLET PARC CONDOMINIUM is hereby amended by adding the Nicolet Parc Condominium Addendum No. 1 to Condominium Plat, Sheets 1-5 thereto, in the form attached hereto and filed herewith in the Condominium Plat records of Milwaukee County.

6. Easements.

Declarant expressly declares, reserves and excepts access, development, construction and utility easements across the lands subject to this First Amendment for the benefit of, and as necessary in connection with, the development and use of the real estate depicted as the Expansion Lands on the Nicolet Parc Condominium Addendum No. 1 to Condominium Plat attached hereto (hereinafter called the "Expansion Lands") and any other lands adjoining the Expansion Lands owned or hereafter owned by the Declarant or any of its respective successors and assigns. Included in this reservation are easements for purposes of access and rights-of-way across the property described in Section 3 herein

Document not for resale
HomeWiseDocs

NOTARIZATION

STATE OF WISCONSIN)
) ss.
MILWAUKEE COUNTY)

Personally came before me this 17th day of June, 1999, the above-named Rod S. Engel, member of Legacy Real Estate Partners, LLC, a Wisconsin limited liability company, sole member of Legacy Enterprises, LLC, a Wisconsin limited liability company, who acknowledges that he executed the foregoing instrument on behalf of said limited liability company and by its authority, for the purposes set forth therein.

Printed Name: Scott Langlois
Notary Public, Milwaukee County
State of Wisconsin
My Commission: IS permanent

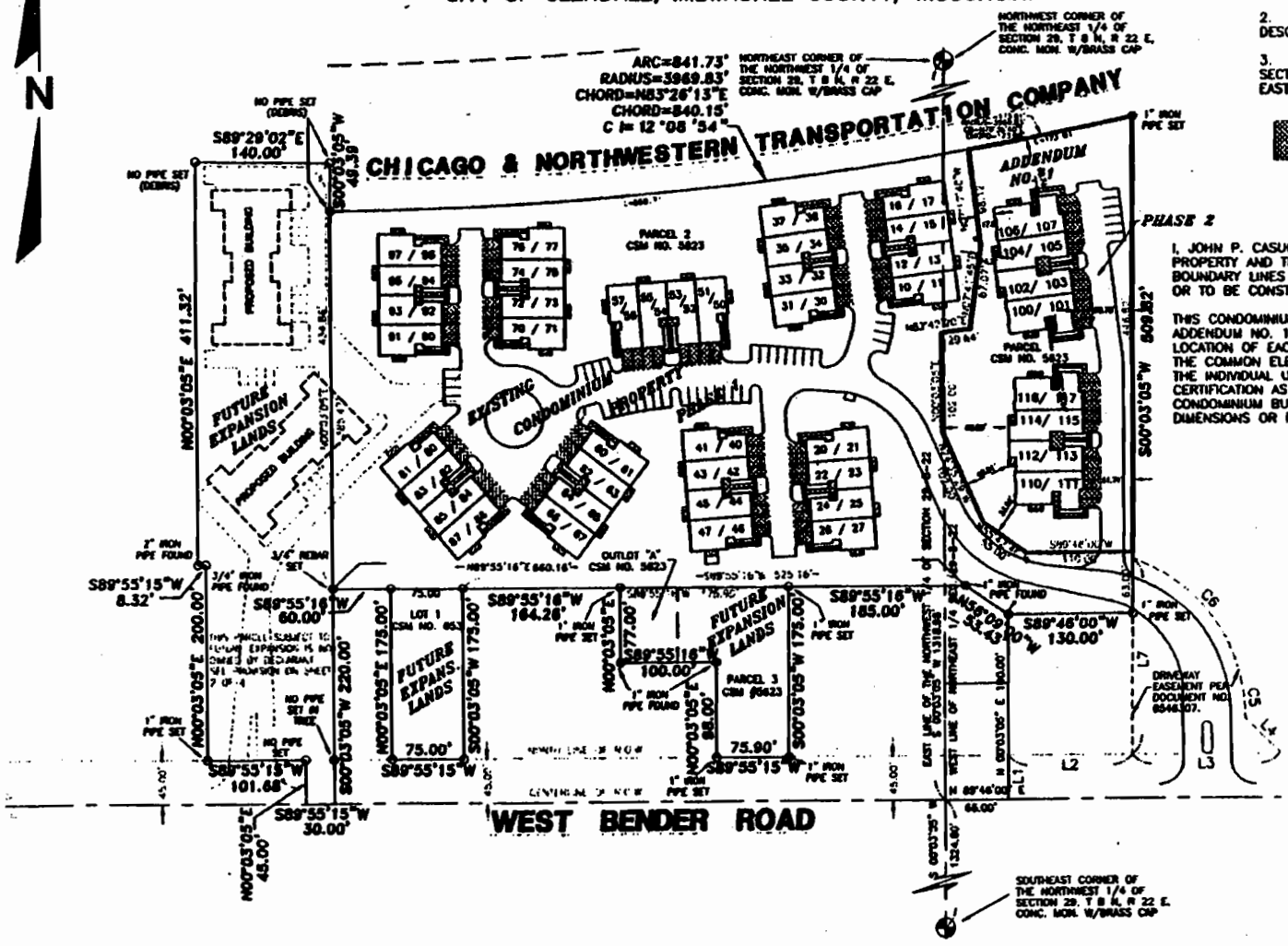
This Instrument was Drafted by and after Recording Return to:

Warren S. Blumenthal, Esq.
Quarles & Brady LLP
411 East Wisconsin Avenue
Milwaukee, WI 53202

Document not for resale
HomeWiseDocs

Document not for resale
HomeWiseDocs

NICOLET PARC CONDOMINIUM
ADDENDUM NO. 1 TO CONDOMINIUM PLAT
CITY OF GLENDALE, MILWAUKEE COUNTY, WISCONSIN.



NOTES:

1. ALL AREAS WITHIN THE CONDOMINIUM AND OUTSIDE OF THE UNITS, EXCEPT THOSE AREAS DESIGNATED AS LIMITED COMMON ELEMENTS, ARE COMMON ELEMENTS.

2. REFER TO SECTION 8.1 OF THE DECLARATION OF CONDOMINIUM FOR DESCRIPTION OF THE LIMITED COMMON ELEMENTS.

3. BEARINGS ARE REFERENCED TO THE EAST LINE OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 8 NORTH, RANGE 22 EAST, WHICH BEARS SOUTH 00°03'05" EAST.

– DENOTES LIMITED COMMON AREAS

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

THIS CONDOMINIUM PLAT IS A CORRECT REPRESENTATION OF NICOLET PARC CONDOMINIUM ADDENDUM NO. 1 AS PROPOSED AT THE DATE HEREOF, AND THE IDENTIFICATION AND PROPOSED LOCATION OF EACH UNIT AND THE COMMON ELEMENTS CAN BE DETERMINED FROM THE PLAT. THE COMMON ELEMENTS ARE DEFINED TO BE ALL OF THE CONDOMINIUM PROPERTY EXCEPT THE INDIVIDUAL UNITS DESCRIBED IN THIS PLAT. THE UNDERSIGNED SURVEYOR MAKES NO CERTIFICATION AS TO BE ACCURACY OF THE DIAGRAMMATIC FLOOR PLANS OF THE CONDOMINIUM BUILDING(S) AND UNITS CONTAINED IN THE PLAT OR THE APPROXIMATE DIMENSIONS OR FLOOR AREA THEREOF.

JOHN P. CASUCCI,
REGISTERED LAND SURVEYOR S-2055

DRIVEWAY EASEMENT DATA

NUMBER	DIRECTION	DISTANCE
L1	N00°03'05"E	45.00'
L2	N89°46'00"E	130.00'
L3	N89°46'00"E	153.68'
L4	N45°04'45"W	50.59'
L7	S00°03'05"W	201.45'

NUMBER	ARC=	RADIUS=	CHORD=
C5	39.00'	175.00	N06°27'53"W 38.93
C6	177.24'	175.00	N41°51'50"W 169.76

National Survey & Engineering

THIS INSTRUMENT DRAFTED BY JOHN P. CASUCCI, R.L.S., S-2055

SHEET 1 OF 5

Document not for official use
HomeWiseDocs

NICOLET PARC CONDOMINIUM ADDENDUM NO. 1 TO CONDOMINIUM PLAT

CITY OF GLENDALE, MILWAUKEE COUNTY, WISCONSIN.

LEGAL DESCRIPTION OF NICOLET PARC CONDOMINIUM PHASE 2

PARCEL 1 OF CERTIFIED SURVEY MAP NO. 5623, BEING A DIVISION OF LANDS IN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHEAST 1/4 OF NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 8 NORTH, RANGE 22 EAST, IN THE CITY OF GLENDALE, MILWAUKEE COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF NORTHWEST 1/4 OF SAID SECTION 29; THENCE SOUTH 00°03'05" WEST ALONG THE EAST LINE OF SAID 1/4 SECTION 1318.98 FEET TO A POINT; THENCE NORTH 89°46'00" EAST ALONG THE CENTERLINE OF WEST BENDER ROAD 66.00 FEET TO A POINT; THENCE NORTH 00°03'05" EAST AND PARALLEL TO THE EAST LINE OF SAID 1/4 SECTION 190.00 FEET TO A POINT; THENCE NORTH 89°46'00" EAST 130.00 FEET TO A POINT; THENCE NORTH 00°03'05" EAST 63.00 FEET TO THE POINT OF BEGINNING OF THE LANDS TO BE DESCRIBED; THENCE SOUTH 89°46'00" WEST 110.00 FEET TO A POINT; THENCE NORTH 59°42'48" WEST 55.00 FEET TO A POINT; THENCE NORTH 24°35'29" WEST 102.00 FEET TO A POINT; THENCE NORTH 00°03'05" EAST 102.00 FEET TO A POINT; THENCE NORTH 82°42'20" EAST 29.84 FEET TO A POINT; THENCE NORTH 07°41'45" EAST 67.07 FEET TO A POINT; THENCE NORTH 07°17'40" WEST 98.12 FEET TO A POINT; THENCE NORTHEASTERLY 173.01 FEET ALONG THE SOUTH LINE OF THE CHICAGO & NORTHWESTERN TRANSPORTATION COMPANY RIGHT OF WAY AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTHWEST, WHOSE RADIUS IS 3989.83 FEET AND WHOSE CHORD BEARS NORTH 78°36'40" EAST 173.00 FEET TO A POINT; THENCE SOUTH 00°03'05" WEST 446.82 FEET TO THE POINT OF BEGINNING. CONTAINING 74,092 SQ. FT OR 1.7009 ACRES.

LEGAL DESCRIPTION OF NICOLET PARC CONDOMINIUM PHASE 1, NICOLET PARC CONDOMINIUM PHASE 2, AND FUTURE EXPANSION LANDS

PARCELS 1, 2, 3 AND OUTLOT A OF CERTIFIED SURVEY MAP NO. 5623, BEING A DIVISION OF LANDS IN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 29, LOT 1 OF CERTIFIED SURVEY MAP NO 653, BEING A PART OF THE NORTHWEST 1/4 OF SECTION 29, AND LANDS IN THE NORTHEAST 1/4 OF NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 8 NORTH, RANGE 22 EAST, IN THE CITY OF GLENDALE, MILWAUKEE COUNTY, WISCONSIN, ALL MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 29; THENCE SOUTH 00°03'05" WEST ALONG THE EAST LINE OF SAID 1/4 SECTION 1318.98 FEET TO A POINT; THENCE NORTH 89°46'00" EAST ALONG THE CENTER LINE OF WEST BENDER ROAD 66.00 FEET TO A POINT; THENCE NORTH 00°03'05" EAST AND PARALLEL TO THE EAST LINE OF SAID 1/4 SECTION 190.00 FEET TO THE POINT OF BEGINNING OF THE LANDS TO BE DESCRIBED; THENCE NORTH 56°09'00" WEST 53.43 FEET TO A POINT; THENCE SOUTH 89°55'16" WEST 185.00 FEET TO A POINT; THENCE SOUTH 00°03'05" WEST 175.00 FEET TO A POINT; THENCE SOUTH 89°55'15" WEST ALONG THE NORTH LINE OF WEST BENDER ROAD 75.90 FEET TO A POINT; THENCE NORTH 00°03'05" EAST 98.00 FEET TO A POINT; THENCE SOUTH 89°55'16" WEST 100.00 FEET TO A POINT; THENCE NORTH 00°03'05" EAST 77.00 FEET TO A POINT; THENCE SOUTH 89°55'16" WEST 164.26 FEET TO A POINT; THENCE SOUTH 00°03'05" WEST 175.00 FEET TO A POINT; THENCE SOUTH 89°55'15" WEST ALONG THE NORTH LINE OF WEST BENDER ROAD 75.00 FEET TO A POINT; THENCE NORTH 00°03'05" EAST 175.00 FEET TO A POINT; THENCE SOUTH 89°55'16" WEST 60.00 FEET TO A POINT; THENCE SOUTH 00°03'05" WEST 220.00 FEET TO A POINT; THENCE SOUTH 89°55'15" WEST ALONG THE CENTERLINE OF WEST BENDER ROAD 30.00 FEET TO A POINT; THENCE NORTH 00°03'05" EAST 45.00 FEET TO A POINT; THENCE SOUTH 89°55'15" WEST ALONG THE NORTH LINE OF WEST BENDER ROAD 101.68 FEET TO A POINT; THENCE NORTH 00°03'05" EAST 200.00 FEET TO A POINT; THENCE SOUTH 89°55'15" WEST 8.32 FEET TO A POINT; THENCE NORTH 00°03'05" EAST 411.32 FEET TO A POINT; THENCE SOUTH 89°29'02" EAST 140.00 FEET TO A POINT; THENCE SOUTH 00°03'05" WEST 49.39 FEET TO A POINT; THENCE NORTHEASTERLY 841.73 FEET ALONG THE SOUTH LINE OF CHICAGO & NORTHWESTERN TRANSPORTATION COMPANY RIGHT OF WAY AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTH, WHOSE RADIUS IS 3989.83 FEET AND WHOSE CHORD BEARS NORTH 83°26'13" EAST 840.15 FEET TO A POINT; THENCE SOUTH 00°03'05" WEST 509.82 FEET TO A POINT; THENCE SOUTH 89°46'00" WEST 130.00 FEET TO THE POINT OF BEGINNING.
RESERVING 45.00 FEET LYING SOUTH OF THE NORTH LINE OF WEST BENDER ROAD FOR PUBLIC ROAD PURPOSES.

THIS INSTRUMENT WAS DRAFTED BY JOHN P. CASUCCI, R.L.S., S-2055

LEGAL DESCRIPTION OF NICOLET PARC CONDOMINIUM EXPANSION LANDS

PARCEL 3 AND OUTLOT A OF CERTIFIED SURVEY MAP NO. 5623, BEING A DIVISION OF LANDS IN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 8 NORTH, RANGE 22 EAST, IN THE CITY OF GLENDALE, MILWAUKEE COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 29; THENCE SOUTH 00°03'05" WEST ALONG THE EAST LINE OF SAID 1/4 SECTION 1318.98 FEET TO A POINT; THENCE NORTH 89°46'00" EAST ALONG THE CENTERLINE OF WEST BENDER ROAD 66.00 FEET TO A POINT; THENCE NORTH 00°03'05" EAST AND PARALLEL TO THE EAST LINE OF SAID 1/4 SECTION 190.00 FEET TO A POINT; THENCE NORTH 56°09'00" WEST 53.43 FEET TO A POINT; THENCE SOUTH 89°55'16" WEST 185.00 FEET TO A POINT; THENCE SOUTH 00°03'05" WEST 175.00 FEET TO A POINT; THENCE SOUTH 89°55'15" WEST ALONG THE NORTH LINE OF WEST BENDER ROAD 75.90 FEET TO A POINT; THENCE NORTH 00°03'05" EAST 98.00 FEET TO A POINT; THENCE SOUTH 89°55'16" WEST 100.00 FEET TO A POINT; THENCE NORTH 00°03'05" EAST 77.00 FEET TO A POINT; THENCE NORTH 89°55'16" EAST 175.90 FEET TO THE POINT OF BEGINNING. CONTAINING 20,982 SQ. FT. OR 0.4817 ACRES.

ALSO:
LOT 1 OF CERTIFIED SURVEY MAP NO. 653, BEING A DIVISION OF LANDS IN THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 8 NORTH, RANGE 22 EAST, IN THE CITY OF GLENDALE, MILWAUKEE COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 29; THENCE SOUTH 00°03'05" WEST ALONG THE EAST LINE OF SAID 1/4 SECTION 1318.98 FEET TO A POINT; THENCE NORTH 89°46'00" EAST ALONG THE CENTER-LINE OF WEST BENDER ROAD 66.00 FEET TO A POINT; THENCE NORTH 00°03'05" EAST AND PARALLEL TO THE EAST LINE OF SAID 1/4 SECTION 190.00 FEET TO A POINT; THENCE NORTH 56°09'00" WEST 53.43 FEET TO A POINT; THENCE SOUTH 89°55'16" WEST 529.18 FEET TO THE POINT OF BEGINNING OF THE LANDS TO BE DESCRIBED; THENCE SOUTH 00°03'05" WEST 175.00 FEET TO A POINT; THENCE SOUTH 89°55'15" WEST ALONG THE NORTH LINE OF WEST BENDER ROAD 75.00 FEET TO A POINT; THENCE NORTH 00°03'05" EAST 175.00 FEET TO A POINT; THENCE NORTH 89°55'16" EAST 75.00 FEET TO THE POINT OF BEGINNING. CONTAINING 13,125 SQ. FT. OR 0.3013 ACRES.

ALSO:
LANDS IN THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 8 NORTH, RANGE 22 EAST, IN THE CITY OF GLENDALE, MILWAUKEE COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 29; THENCE SOUTH 00°03'05" WEST ALONG THE WEST LINE OF SAID 1/4 SECTION 1318.98 FEET TO A POINT; THENCE NORTH 89°46'00" EAST ALONG THE CENTERLINE OF WEST BENDER ROAD 66.00 FEET TO A POINT; THENCE NORTH 00°03'05" EAST AND PARALLEL TO THE EAST LINE OF SAID 1/4 SECTION 190.00 FEET TO A POINT; THENCE NORTH 56°09'00" WEST 53.43 FEET TO A POINT; THENCE SOUTH 89°55'16" WEST 660.18 FEET TO THE POINT OF BEGINNING OF THE LANDS TO BE DESCRIBED; THENCE SOUTH 00°03'05" WEST 220.00 FEET TO A POINT; THENCE SOUTH 89°55'15" WEST ALONG THE CENTERLINE OF WEST BENDER ROAD 30.00 FEET TO A POINT; THENCE NORTH 00°03'05" EAST 45.00 FEET TO A POINT; THENCE SOUTH 89°55'15" WEST ALONG THE NORTH LINE OF WEST BENDER ROAD 101.68 FEET TO A POINT; THENCE NORTH 00°03'05" EAST 200.00 FEET TO A POINT; THENCE SOUTH 89°55'15" WEST 8.32 FEET TO A POINT; THENCE NORTH 00°03'05" EAST 411.32 FEET TO A POINT; THENCE SOUTH 89°29'02" EAST 140.00 FEET TO A POINT; THENCE SOUTH 00°03'05" WEST 434.88 FEET TO THE POINT OF BEGINNING.
RESERVING 45.00 FEET LYING SOUTH OF THE NORTH LINE OF WEST BENDER ROAD FOR PUBLIC ROAD PURPOSES. CONTAINING 85,168 SQ. FT. OR 1.9552 ACRES.

INGRESS AND EGRESS EASEMENT FOR NICOLET PARC CONDOMINIUM PROPERTY PHASE 1 AND PHASE 2

EASEMENT FOR THE BENEFIT OF CONDOMINIUM PROPERTY CREATED BY TEMPORARY DRIVEWAY EASEMENT AGREEMENT DATED AS OF NOVEMBER 6, 1991 AND RECORDED NOVEMBER 29, 1991 ON REEL 2662, IMAGE 288, AS DOCUMENT NO. 6548307, OVER, UPON, AND ACROSS THE FOLLOWING DESCRIBED LAND:
COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 29, TOWN 8 NORTH, RANGE 22 EAST, IN THE CITY OF GLENDALE, MILWAUKEE COUNTY, WISCONSIN; THENCE SOUTH 00°03'05" WEST ALONG THE WEST LINE OF SAID NORTHEAST 1/4 SECTION 1318.98 FEET TO A POINT ON THE CENTER LINE OF WEST BENDER ROAD; THENCE NORTH 89°46'00 EAST ALONG SAID CENTER LINE 66.00 FEET TO A POINT; THENCE NORTH 00°03'05" EAST 45.00 FEET TO A POINT ON THE NORTH LINE OF WEST BENDER ROAD; THENCE NORTH 89°46'00" EAST 130.00 FEET TO THE POINT OF BEGINNING OF THE LAND TO BE DESCRIBED; THENCE CONTINUING NORTH 89°46'00" EAST ALONG SAID NORTH LINE 153.68 FEET TO A POINT; THENCE NORTH 45°04'45" WEST 30.58 FEET TO A POINT; THENCE NORTHWESTERLY 38.00 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE WEST, WHOSE RADIUS IS 175.00 FEET, AND WHOSE CHORD BEARS NORTH 06°27'33" WEST 38.93 FEET TO A POINT; THENCE NORTHWESTERLY 177.24 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE WEST, WHOSE RADIUS IS 175.00 FEET, AND WHOSE CHORD BEARS NORTH 41°51'50" WEST 169.76 FEET TO A POINT; THENCE SOUTH 00°03'05 WEST 201.45 FEET TO THE POINT OF BEGINNING. CONTAINING 18,117 SQ FT OR 0.4388 ACRES.

FUTURE EXPANSION PROVISIONS:

IN THE EVENT THAT CERTAIN OF THE PROPERTY DESCRIBED ABOVE IS NOT OWNED BY DECLARANT, DECLARANT SHALL NOT BE ENTITLED TO SO ADD SUCH PROPERTY NOT OWNED BY DECLARANT TO NICOLET PARC CONDOMINIUM AND THIS DECLARATION UNTIL DECLARANT OBTAINS OWNERSHIP OF THIS REAL PROPERTY OR DECLARANT'S RIGHTS HEREUNDER SHALL BE CONVEYED TO SUCH OWNER. BEING REFERENCED HEREIN AS FUTURE PHASES PROPERTY SHALL NOT IN ANY WAY CLOUD TITLE TO OR OTHERWISE ENCUMBER ANY SUCH PROPERTY NOT OWNED BY DECLARANT, BUT SHALL MERELY REFERENCE THE FACT THAT SUCH PROPERTY MAY BE ADDED TO NICOLET PARC CONDOMINIUM PURSUANT TO THIS SECTION 22 IF ACQUIRED BY DECLARANT OR IF DECLARANT'S RIGHTS HEREUNDER SHALL BE CONVEYED TO SUCH OWNER.

IN THE EVENT OF SUCH EXPANSION, DECLARANT OR ITS SUCCESSORS OR ASSIGNS SHALL BE ENTITLED TO CONSTRUCT ON THE PROPERTY DESCRIBED ABOVE AND TO EXPAND NICOLET PARC CONDOMINIUM, AND SUBMIT TO THE CONDOMINIUM FORM OF OWNERSHIP HEREUNDER, A MAXIMUM OF FORTY (40) ADDITIONAL CONDOMINIUM UNITS, OR ANY LESSER NUMBER, AND SUCH FACILITIES OR AMENITIES AS DECLARANT, ITS SUCCESSORS OR ASSIGNS, MAY DEEM APPROPRIATE, ALL OF WHICH, IF CONSTRUCTED, SHALL BE OF GENERALLY COMPARABLE DESIGN, CONSTRUCTION, QUALITY AND APPEARANCE AS THE ORIGINAL BUILDINGS CONSTRUCTED AND SUBMITTED TO THE CONDOMINIUM FORM OF OWNERSHIP HEREUNDER. ALL IMPROVEMENTS INTENDED FOR EACH FUTURE PHASE SHALL BE CONSTRUCTED IN A MANNER CONSISTENT WITH THE INITIAL IMPROVEMENTS AND SHALL BE SUBSTANTIALLY COMPLETED PRIOR TO EXPANSION OF THE RESPECTIVE FUTURE PHASES OF NICOLET PARC CONDOMINIUM. SUCH UNITS SHALL BE LOCATED GENERALLY AS SHOWN IN THE CONDOMINIUM PLAT, BUT FINAL LOCATION AND CONFIGURATION OF THE BUILDINGS AND UNITS SHALL BE AT THE SOLE DISCRETION OF THE DECLARANT. NICOLET PARC CONDOMINIUM MAY ULTIMATELY CONSIST OF A RESIDENTIAL CONDOMINIUM OF ONE HUNDRED TWELVE (112) UNITS IF THE MAXIMUM NUMBER OF UNITS IN THE FUTURE PHASES ARE SO ANNEXED TO NICOLET PARC CONDOMINIUM. ALL UNITS, UNIT OWNERS AND OCCUPANTS, AND THE COMMON ELEMENTS AND LIMITED COMMON ELEMENTS OF THE FUTURE PHASES, IF AND WHEN THE FUTURE PHASES ARE ANNEXED, SHALL BE IN ALL RESPECTS SUBJECT TO THE PROVISIONS, RESTRICTIONS, COVENANTS, TERMS AND CONDITIONS OF THE ACT, THIS DECLARATION, THE ARTICLES AND BY-LAWS OF THE ASSOCIATION, AND SUCH AMENDMENTS, RESTRICTIONS, RULES AND REGULATIONS AS MAY BE PROMULGATED THEREUNDER.

DECLARANT RESERVES THE RIGHT TO CHANGE THE LAYOUT, LOCATION, DIMENSIONS AND CONSTRUCTION DETAILS OF THE BUILDINGS, UNITS AND COMMON ELEMENTS SHOWN ON THE CONDOMINIUM PLAT WHICH ARE NOT FULLY CONSTRUCTED, PROVIDED THAT SUCH CHANGES SHALL NOT SUBSTANTIALLY ALTER THE NATURE AND QUALITY OF THE BUILDING AND UNITS.

National Survey & Engineering

157813
AD01/SPCP2C1H

Telephone 414-781-1000
Facsimile 414-781-8466
Data 414-781-0514
Toll Free 800-642-7831
4125 N. 124th Street
Brookfield, Wisconsin
53005-1837

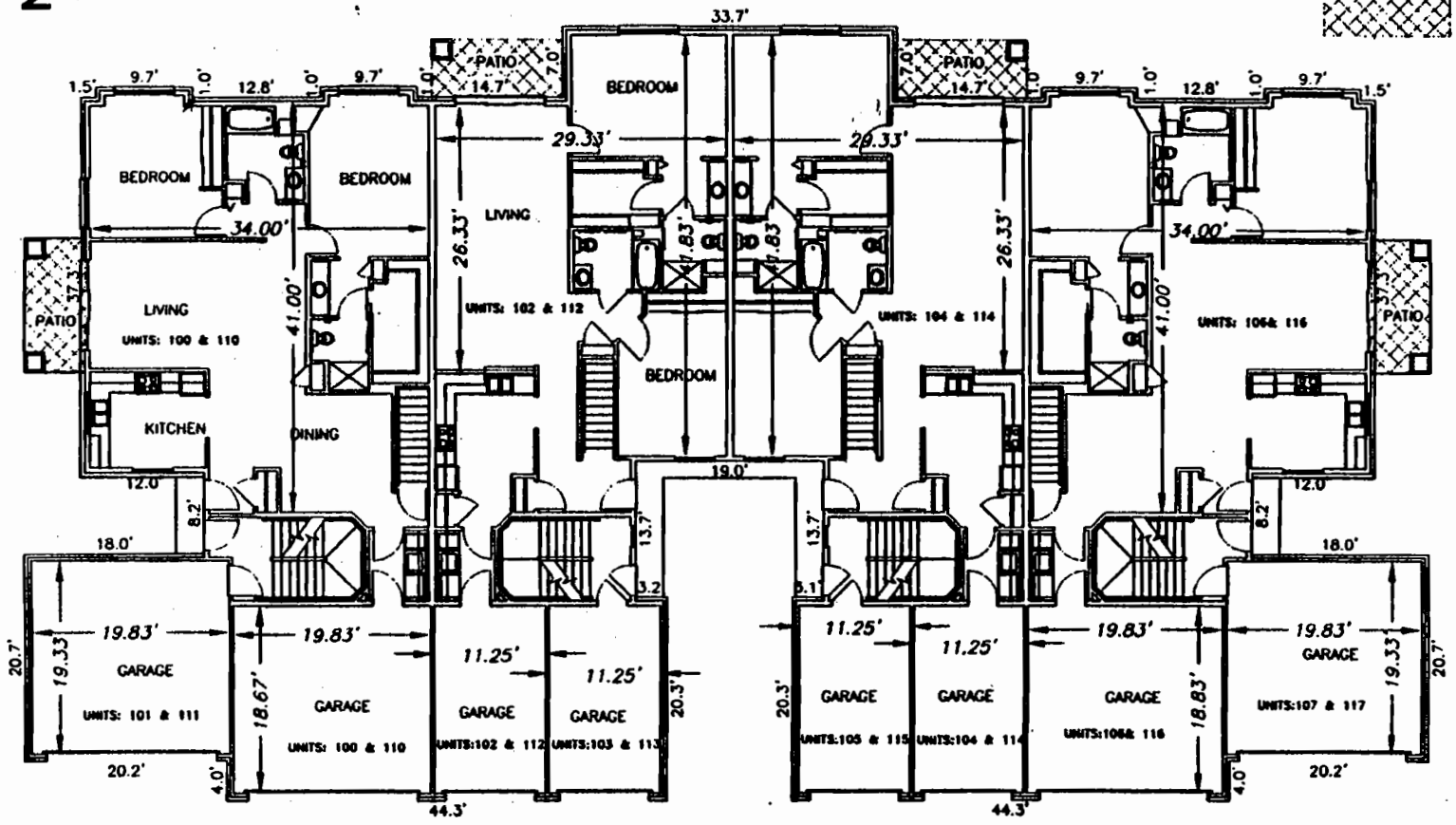
Document not for resale
HomeWiseDocs

NICOLET PARC CONDOMINIUM
ADDENDUM NO. 1 TO CONDOMINIUM PLAT

CITY OF GLENDALE, MILWAUKEE COUNTY, WISCONSIN.

N

– DENOTES LIMITED COMMON AREAS



MAIN LEVEL PLAN

GRAPHIC SCALE

5 0 2.5 5 10 20

(IN FEET)

1 inch = 10 ft.

National Survey & Engineering

157615
ADD1FLOOR/SPCP3C10

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

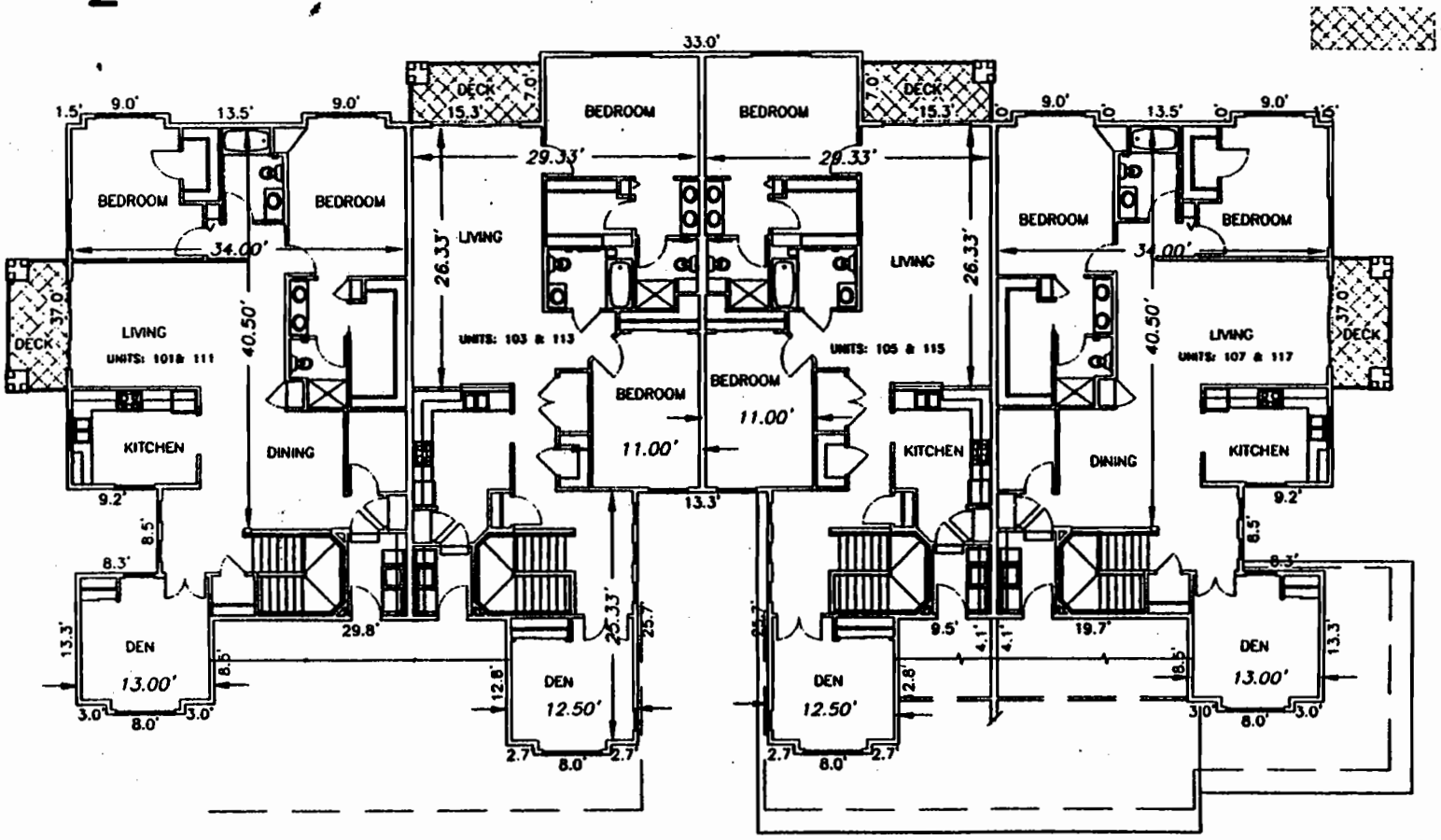
W248 W. Rawsonville Road
Suite 200
Brookfield, WI 53008-0938

THIS INSTRUMENT DRAFTED BY JOHN P. CASUCCI, R.L.S., S-2055

Document not for resale
HomeWiseDocs

NICOLET PARC CONDOMINIUM
ADDENDUM NO. 1 TO CONDOMINIUM PLAT

CITY OF GLENDALE, MILWAUKEE COUNTY, WISCONSIN.



GRAPHIC SCALE

5 0 2.5 5 10 20

(IN FEET)

1 inch = 10 ft.

UPPER LEVEL PLAN

National Survey & Engineering

157615
ADD1FLOOR/SPCP3C10

Telephone 414-781-0000
Facsimile 414-781-0400

W238 W. Bluemound Road
Suite 200
Brookfield, WI 53005-0938
www.nse.com

THIS INSTRUMENT DRAFTED BY JOHN P. CASUCCI, R.L.S., S-2055

SHEET 5 OF

Document not for resale
HomeWiseDocs

Document not for resale
HomeWiseDocs

MANAGEMENT AGREEMENT

IN CONSIDERATION OF the covenants herein contained, Nicolet Parc CONDOMINIUM ASSOCIATION hereinafter known as "Association" by its governing Board, hereinafter known as the "Board", and BARTLEIN & COMPANY, INC., hereinafter known as "Agent", agree as follows:

APPOINTMENT OF AGENT

The Association hereby employs Agent and Agent hereby accepts such employment, to manage the Association known as NICOLET PARC CONDOMINIUM ASSOCIATION located in Glendale, Wisconsin and consisting of 72 dwelling units and other property.

The parties further agree as follows:

Section 1. TERM OF AGREEMENT

This Agreement shall remain in full force and effect until such time as it is terminated by either party. Such termination shall be effective upon Thirty (30) days written notice being presented by either party notifying the other party of said termination.

THE COMMENCEMENT DATE OF THIS AGREEMENT SHALL BE ON August 1, 1998.

Section 2. SERVICES TO BE PERFORMED BY AGENT

Agent shall be responsible for the administration and operation of the Association and all of its affairs and activities in accordance with the provisions of the Association Declaration of Covenants, Conditions, and Restrictions, hereafter known as "Declaration", and the Articles and Bylaws of the Association.

The Association hereby gives to the Agent the authority and powers to perform the duties which follow and agrees to assume the expenses in connection there with. The duties to be performed by Agent shall include the following:

2.1 COLLECTION OF ASSESSMENTS

Agent shall collect all monthly and other assessments and other monies that are due the Association.



Document not for resale
HomeWiseDocs

2.2 PREPARATION OF ANNUAL BUDGET

At least 45 days prior to the beginning of the Association's fiscal year, Agent shall prepare and submit to the Association's Board of Directors a recommended Annual Budget for the next year showing anticipated income and expenses for such year along with recommended reserves for repair and replacement of major items.

2.3 MAINTENANCE OF COMMON ELEMENTS

Subject to the direction of the Board and at the expense of the Association, Agent shall cause the common elements of the Association property to be maintained.

2.4 COORDINATION OF MEETINGS

Agent shall coordinate, advise, and participate in the meetings of the Association and its Board.

2.5 PLACEMENT AND RECORDS OF INSURANCE

Agent is hereby instructed and authorized to place fire, liability, or any other insurance required, and the Agent is hereby directed to accrue and pay for the same from the Association's funds. Agent shall maintain appropriate records of all insurance coverage carried by the Association. Agent shall cooperate with the Board in investigating and reporting all accidents or claims for damage relating to the ownership, operation, and maintenance of the common elements of the Association property, including any damage or destruction to them.

2.6 EMPLOYMENT OF PERSONNEL

Agent shall be responsible for and have the authority to hire, discharge and supervise all labor and employees required for the operation and maintenance of the premises; it being agreed that all employees shall be deemed employees of the Agent and not the Association.

2.7 PAYROLL SERVICES

At the request of the Board and at Agent's discretion, Agent may place one or more employees on Agent's payroll for the purposes of payroll tax reporting and workers' compensation insurance. It is hereby agreed that Agent shall not be required to do so, but if Agent does, all costs of said employees' payroll shall be reimbursed to Agent by the Association. Said costs shall include, but not be limited to, state and federal unemployment taxes, FICA taxes, Medicare taxes, workers' compensation insurance premiums, and liability insurance premiums. Because these costs change periodically and are influenced by legislation, experience ratings, and other factors beyond control of Agent, the gross payroll to Association employees shall be multiplied by a factor as described in the "Schedule of Special Charges" attached hereto. Said factor shall represent an estimate of actual costs and, because it is an estimate, actual costs may be more or less those charged to the Association.



Document not for resale
HomeWiseDocs

2.8 UTILITIES AND SERVICES CONTRACTS

Subject to the direction of the Board and on behalf of the Association, Agent shall negotiate contracts for water, electricity, gas, telephone, and such other services as may be necessary or advisable for the common elements of the Association property. Agent shall also purchase on behalf of the Association such equipment, tools, appliances, materials, and supplies as are necessary for the proper operation and maintenance of Association property. All such contracts and purchases shall be executed in the name of the Association and at its expense.

2.9 PAYMENT OF EXPENSES

From the funds of the Association, Agent shall pay all expenses of the Association, including, but not limited to, taxes, other governmental charges, and all other charges or obligations incurred by the Association or by Agent on behalf of the Association with respect to the maintenance or operation of the Association or pursuant to the terms of this Agreement or pursuant to other authority granted by the Board on behalf of the Association.

2.10 RECORDS AND STATEMENTS

Agent shall keep accurate and complete records of all receipts and disbursements, and forward to the Association, monthly, an itemized statement of account for the preceding month.

2.11 REPORTS, NOTICES, AND NEWSLETTERS

Agent will mail a one page newsletter and a one page financial report to each unit owner each month. In addition, Agent shall mail a copy of the newsletter to each non-owner resident whose name has been provided to Agent. The content of the newsletter to be at the direction and control of the Board. The cost of preparation and mailing of said newsletter and report shall be borne by Agent.

2.12 AUTHORITY TO SIGN CONTRACTS & TAX RETURNS

Subject to the direction and approval of the Board and on behalf of the Association, Agent shall execute and sign on behalf of the Association contracts for repairs and replacements, state and federal income tax returns, and other documents. All such contracts, tax returns, and other documents shall be executed in the name of the Association and at its expense.

2.13 OTHER SERVICES

Agent shall perform other such services as requested by the Board. Additional compensation, if any, due to Agent for such services shall be approved by the Board prior to performance of such services.



Document not for resale
HomeWiseDocs

Section 3. LIMITATION ON EXPENDITURES BY AGENT

Agent shall have the authority to make or cause to be made and supervise repairs and alterations on Association premises; to purchase supplies and pay all bills therefore. The Agent agrees to secure the prior approval of the Board on all expenditures in excess of $1500.00 for any one item and $5000.00 for any one project, except monthly or recurring operating charges and/or emergency repairs in excess of the maximum, if in the opinion of the Agent such repairs are necessary to protect the property from damage or to maintain services to the residents. The definition of "any one item" above shall be interpreted literally and shall not be construed to mean a project, but rather the components of a project.

Section 4. AGENT NOT RESPONSIBLE FOR MAINTENANCE OF INDIVIDUAL UNITS

Agent shall have no authority or responsibility for maintenance or repairs to individual units in the Association property. Such maintenance and repairs shall be the sole responsibility of the owners individually. Agent shall supply maintenance personel for individual unit owners upon their request. Said unit owners will be billed directly and will be responsible for payment.

Section 5. DISPOSITION OF FUNDS

Agent shall, on behalf of the Association, deposit collections and pay expenses of the Association as follows:

5.1 DEPOSIT OF COLLECTIONS

Agent shall maintain an operating account for the Association which shall be a demand deposit trust account in a bank whose deposits are insured by the federal government, and deposit therein all funds collected. Agent shall be the only party authorized to draw on such account. Agent shall not be held liable in the event of bankruptcy or failure of such depository. It is understood that all funds deposited are held in trust for the Association. Agent shall disburse all Association operating costs, including Agent's monthly fee, and other expenditures approved by the Association's governing Board from said account.
Agent, at the direction of the Board, shall open and maintain one or more accounts separate from the operating account to hold reserve funds of the Association. Said reserve accounts to require two signatures for withdrawal, at least one of which shall be a director of the Association.

Agent's employees who handle or are responsible for the Association's monies shall be bonded by a fidelity bond in adequate amount. Agent shall provide evidence of said bond at the request of the Board.

Agent shall pay all expenses of operation and management of the Association from the Association's funds held in account by Agent. Any amounts owed to Agent by the Association shall also be paid from such account at any time without prior notice to the Association.



Document not for resale
HomeWiseDocs

5.3 AGENT NOT REQUIRED TO ADVANCE FUNDS

Agent shall have no obligation to advance funds to the Association for any purpose whatsoever.

Section 6. ATTENDANCE AT MEETINGS

Agent, or a designated employee or other representative of Agent, shall attend regular meetings of the Board (or Association committees), not to exceed one every other month and the annual meeting of the Association. Agent, or its designated representative, shall attend other meetings of the Board or of the Association as requested, provided that the Association shall pay Agent an additional fee per hour for that individual's attendance at each meeting. The said additional fee per hour shall be set forth in the "Schedule of Special Charges" attached hereto. Neither Agent nor its representative shall be required to record the minutes of such meetings.

Section 7. ONE BOARD MEMBER TO DEAL WITH AGENT

The Board shall designate one of its members who shall be authorized to deal with Agent on any matter relating to the management of the Association. Agent shall not accept directions or instructions with regard to the management of the Association from anyone else. In the absence of any other designation by the Board, the President of the Board shall be deemed to have this authority. Agent may, but is not required to, submit any matter, direction, instruction or the like to the Board and shall then follow the direction of the Board.



Document not for resale
HomeWiseDocs

Section 8. LIMITATION OF AGENT'S AUTHORITY AND RESPONSIBILITY

Agent's authority to act and responsibility for the Association shall be subject to the limitations set forth as follows:

8.1 STRUCTURAL CHANGES

Agent shall have no authority, without prior Board approval, to make any structural changes in the Association property or to make any other major alterations or additions in or to any building or equipment therein, except such emergency repairs as may be required because of danger to life or property or which are immediately necessary for the preservation and safety of the Association property or for the safety of the individual owners and occupants or which are required to avoid the suspension of any necessary service to the Association.

8.2 BUILDING COMPLIANCE

Agent shall not be responsible for the compliance of the Association or any of its equipment with the requirements of any building codes or with any statutes, ordinances, laws, rules, or regulations (including those relating to the existence and disposal of solid, liquid, and gaseous wastes, and toxic or hazardous substances) of any city, county, state, or federal governments or agencies, or any public authority or official thereof having jurisdiction over it. However, Agent shall notify the Association promptly or forward to the Association promptly any complaints, warnings, notices, or summonses received by Agent relating to such matters. The Association represents that to the best of its collective knowledge the Association property complies with all such requirements, and the Association authorizes Agent to disclose the ownership of Association property to any such officials and agrees to indemnify, defend, and hold Agent, its representatives, servants, and employees, harmless of and from all loss, cost, expense and liability whatsoever which may be imposed on them by reason of any present or future violation or alleged violation of such laws, ordinances rules, or regulations, unless caused by negligence or willful misconduct of Agent.

8.3 ACTS OF OTHERS

Agent assumes no liability whatsoever for any acts or omissions of the Board or the Association, or any previous boards or current or previous owners of Association property, or any previous management or other agent of either. Agent assumes no liability for any failure of or default by any individual unit owner in the payment of any assessment or other charges due the Association or in the performance of any obligations owed by any individual unit owner to the Association. Agent likewise assumes no liability for any failure of or default by concessionaires in any rental or other payments to the Association. Nor does Agent assume any liability for previously unknown violations of environmental or other regulations which may become known during the period this Agreement is in effect. Any such regulatory violations or hazards discovered by Agent shall be brought to the attention of the Association in writing, and the Association shall promptly cure them.

8.4 COMPLIANCE WITH ORDERS

Agent and Association shall take such action as may be necessary to comply with any and all orders or requirements affecting the project by any Federal, State, County, or Municipal authority having jurisdiction thereover. Agent, however, shall not take any such action as



Document not for resale
HomeWiseDocs

long as Association is contesting or has affirmed its intention to contest and promptly institutes proceedings contesting any such order or requirement. If failure to comply with any such order or requirement might expose Agent to criminal liability, Agent may take such actions.

Section 9. AGENT'S COMPENSATION

As compensation for its services under this Agreement, Agent shall be paid, by the Association, a fee of $576.00 or $8.00 per unit per month, which shall be increased annually in accordance with increases in the "All Urban Consumers Price Index" for the Milwaukee area. No further charge shall be made by Agent for Agent's services and other services of Agent's professional staff, except as otherwise expressly provided in this Agreement.

In addition, Agent shall receive those fees as designated and described on the "Schedule of Special Charges" attached hereto. Said "Schedule of Special Charges" shall be adjusted periodically and effective thirty (30) days after notice to the Board. Any clerical services performed for the Association, such as preparation and circulation of notices and newsletters and general correspondence of the Association, shall be at the Agent's expense, including postage and other expenses except as specified in said "List of Service Charges".

Section 10. OBLIGATIONS OF THE ASSOCIATION

The Association shall insure the Association property, list the Agentas additional insured, and itself against liability and bear the expense of any and all litigation against the Association and Agent as stated below.

10.1 SAVE AGENT HARMLESS FROM LIABILITY SUITS

The Association shall indemnify, defend, and save Agent, its employees, and affiliated companies harmless from all suits or other claims including, but not limited to, those alleging any negligence of Agent, its employees, and/or affiliated companies in connection with the Association or the management thereof and from liability for damage to the Association property and injuries to or death of any employee or other person, unless caused by Agents negligence or willful misconduct. The Association shall pay all expenses incurred by Agent, its employees, and/or affiliated companies including, but not limited to, all attorneys' fees, costs, and expenses incurred to represent Agent in regard to any claim, proceeding, or suit involving alleged negligence of Agent or its employees in connection with or arising out of the management of the Association, unless caused by agent's negligence or willful misconduct. Agent, also, shall not be liable for any error of judgment or for any mistake of fact of law, or for anything which it may do or refrain from doing hereinafter, except in cases of willful misconduct or negligence.



Document not for resale
HomeWiseDocs

10.2 ESTABLISH AND MAINTAIN LIABILITY INSURANCE

The Association shall carry at its own expense public liability, fire nd extended coverage, workers' compensation insurance, and such other insurance as may be necessary or appropriate. Such insurance policies shall name both the Association and Agent as insureds, and their coverage shall be adequate to protect the interests of both parties and in form, substance, and amounts reasonably satisfactory to Agent. The Association shall provide Agent with certificates evidencing such insurance or with duplicate copies of such policies. Said policies shall provide that notice of default or cancellation shall be sent to Agent as well as to the Association. Agent shall cause such insurance to be maintained on behalf of the Association.

10.3 PAY ALL EXPENSES OF ANY LITIGATION

The Association shall pay all expenses incurred by Agent including, but not limited to, Agent's costs and time, any liability, fines, penalties or the like, settlement amounts, and attorneys's fees for counsel employed to represent Agent or the Association in any proceeding or suit involving any alleged or actual violation by Agent or Association or the Board, or any combination of all of them, of any law or regulation of any governmental body pertaining to environmental protection, fair housing, or fair employment, including, but not limited to, any law prohibiting or making illegal discrimination on the basis of race, sex, creed, color, religion, national origin, family status, or mental or physical handicap. However, the Association shall not be responsible to Agent for any such expenses in the event Agent is finally adjudged to have personally, and not in a representative capacity, violated any such law. Nothing contained in this Agreement shall obligate Agent to employ legal counsel to represent the Board or the Association in any such proceeding or suit.

Section 11. ASSOCIATION RESPONSIBLE FOR PAYMENTS

Upon termination of or withdrawal from this Agreement by either party, the Association shall assume the obligations of any contract or outstanding bill executed by Agent under this Agreement for and on behalf of the Association and responsibility for payment of all unpaid bills. In addition, the Association shall furnish Agent security, in an amount satisfactory to Agent, against any obligations or liabilities which Agent may have properly incurred on the Association's behalf under this Agreement. Agent may withhold funds for ninety (90) days after the end of the month in which this Agreement is terminated, in order to pay bills previously incurred but not yet invoiced and to close accounts. Agent shall deliver to the Association, within ninety (90) days after the end of the month in which this Agreement is terminated, any balance of monies due the Association which were held by Agent with respect to the Association, as well as a final accounting reflecting the balance of income and expenses with respect to the Association as of the date of termination or withdrawal, and all records, contracts, receipts for deposits, and other papers or documents which pertain to the Association.



Document not for resale
HomeWiseDocs

Section 12. RELATIONSHIP OF AGENT TO ASSOCIATION

The relationship of the parties to this Agreement shall be that of Principal and Agent, and all duties to be performed by Agent under this Agreement shall be for and on behalf of, in the name of and for the account of the Association. In taking any action under this Agreement, Agent shall be acting only as Agent for the Association, and nothing in this Agreement shall be construed as creating a partnership, joint venture, or any other relationship between the parties to this Agreement except that of Principal and Agent, or as requiring Agent to bear any portion of losses arising out of or connected with the ownership or operation of the Association. Nor shall Agent at any time during the period of this Agreement be considered a direct employee of the Association. Neither party shall have the power to bind or obligate the other except as expressly set forth in this Agreement, except that Agent is authorized to act with such additional authority and power as may be necessary to carry out the spirit and intent of this Agreement.

Section 13. INDEMNIFICATION SURVIVES TERMINATION

All representations and warranties of the parties contained herein shall survive the termination of this Agreement. All provisions of this Agreement that require the Association to have insured or to defend, reimburse, or indemnify Agent shall survive any termination: and if Agent is or becomes involved in any proceeding or litigation by reason of having been the Association's Agent, such provisions shall apply as if this Agreement were still in effect.

Section 14. HEADINGS

All headings and subheadings employed within this Agreement are inserted only for the convenience and ease of reference and are not to be considered in the construction or interpretation of this Agreement.

Section 15. FORCE MAJEUR

Any delays in the performance of any obligation of Agent under this Agreement shall be excused to the extent that such delays are caused by wars, national emergencies, natural disasters, strikes, labor disputes, utility failures, government regulations, riots, adverse weather, and other similar causes not within the control of Agent, and any time periods required for performance shall be extended accordingly.

Section 16. COMPLETE AGREEMENT

This Agreement, including any specified attachments, constitutes the entire agreement between the Association and Agent with respect to the management and operation of the Association and supersedes and replaces any and all previous management agreements entered into or/and negotiated between the Association and Agent relating to the Association covered by this Agreement. No change to this Agreement shall be valid unless made by supplemental written agreement executed and approved by the Association and Agent. Except as otherwise provided herein, any and all amendments, additions, or deletions to this Agreement shall be null and void unless approved by the Association and Agent in writing. Each party to this Agreement hereby acknowledges and agrees that the other party has made no warranties, representations, covenants or agreements, express or implied, to such party, other than those expressly set forth herein, and that each party,

Document not for resale
HomeWiseDocs

in entering into and executing this Agreement, has relied upon no warranties, representations, covenants or agreements, express or implied, to such party, other than those expressly set forth here-in.

Section 17. RIGHTS CUMULATIVE; NO WAIVER

No right or remedy herein conferred upon or reserved to either of the parties to this Agreement is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given under this Agreement or now or hereafter legally existing upon the occurrence of an event of default under this Agreement. The failure of either party to this Agreement to insist at any time upon the strict observance or performance of any of the provisions of this Agreement, or to exercise any right or remedy as provided in this Agreement, shall not impair any such right or remedy or be construed as a waiver or relinquishment of such right or remedy with respect to subsequent defaults. Every right and remedy given by this Agreement to the parties to it may be exercised from time to time and as often as may be deemed expedient by those parties.

Section 18. APPLICABLE LAW AND PARTIAL INVALIDITY

The execution, interpretation, and performance of this Agreement shall in all respects be controlled and governed by the laws of the state in which the Association is located. If any part of this Agreement shall be declared invalid or unenforceable, Agent shall have the option to terminate this Agreement by notice to the Association.

Section 19. AGREEMENT BINDING ON SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the successors and assigns of Agent and the heirs, administrators, successors, and assigns of the Association. Notwithstanding the preceding sentence, Agent shall not assign its interest under this Agreement except in connection with the sale of all or substantially all of the assets of its business. In the event of such sale, Agent shall be released from all liability under this Agreement upon the express assumption of such liability by its assignee.

Section 20. SUPERVISION

Agent shall at all times be subject to the direction and supervision of the Association Board.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed on this 17th Day of July, 1998.

NICOLET PARC CONDOMINIUM ASSOCIATION

BY _____, PRESIDENT

BY _____, SECRETARY

BARTLEIN & COMPANY, INC.

Matthew Berkowitz, "CPM", "CMCA"
Branch Manager

Document not for resale
HomeWiseDocs

NICOLET PARC CONDOMINIUM ASSOCIATION
PROPERTY MANAGEMENT OUTLINE

BASIC PROPERTY MANAGEMENT FUNCTIONS:

1. FINANCIAL STATEMENT -

A monthly financial statement is mailed to the Directors and Officers with all original receipts being mailed to the Association Treasurer. Along with this, a report would accompany the statement detailing the month's income and expenses. Upon request, a monthly financial statement may be sent to all owners. A separate account for incoming funds would be held within our Real Estate Trust Account. Only minimal funds for usual and ordinary expenses would be held with the excess monies being placed in an interest bearing account of your choice.

Preparing and removing liens would be handled by Bartlein & Company, Inc. for the Association. Foreclosure actions would require an Attorney which would be hired on behalf of the Association.

2. CASH MANAGEMENT -

An annual budget is prepared for and approved by the Board in accordance with the By-Laws and Declarations. All monthly assessments and special assessments are collected and deposited into a Trust Account in the **(name of homeowners association)** as required by the Wisconsin Real Estate Commissioners Office. It is audited by the Commissioners Office and is open to audit by the Association.

Each owner has the option of avoiding postage costs, check writing, and late penalties by using our "Automatic Payment System". With this, money is transferred automatically from an individual's checking or savings account directly into the Association's account.

Authorized invoices are paid promptly upon receipt.

3. CONTRACTING -

All work to be contracted out is submitted to at least three independent contractors for bids. We then follow-up to insure that the work is done properly before payment is made.

4. NEWSLETTER -

A monthly newsletter is mailed to every owner. There would be an owner's register maintained by Bartlein & Company, Inc.

5. MEETINGS -

We provide notice of meetings and participate in meetings of the Association and the Board of Directors.



Document not for resale
HomeWiseDocs

6. INSURANCE -

All insurance policies of the Association are reviewed and up-dated annually. Copies of the policies are given to the three insurance agents for their comments, suggestions and bids.

7. EMERGENCIES -

We are on-call 24 hours every day in case of an emergency.

8. EMPLOYEES -

All employees are fully insured. Any employees of the Association are put on our payroll which simplifies bookkeeping and reduces costs. The cost of the employee is then charged to the Association. Bartlein & Company, Inc. makes no profit on the employee payroll; it is done solely as a service. Our staff includes a maintenance department.

9. SUPPLIES -

Many supplies are purchased by us in large quantities at substantial discounts. Those discounts are then passed on to the Association. No supplies will be marked up.

10. INSPECTIONS -

All common areas would be inspected at least once every month. During inspections, items are checked for non-compliance of the CC&R's and to ensure contractors are doing work to the Association's satisfaction.



Document not for resale
HomeWiseDocs

TEMPORARY DRIVEWAY
EASEMENT AGREEMENT

THIS TEMPORARY DRIVEWAY EASEMENT AGREEMENT (this "Agreement"), made and effective as of the 6th day of November, 1991, by and between the CITY OF GLENDALE, the VILLAGE OF FOX POINT and the VILLAGE OF WHITEFISH BAY, WISCONSIN (collectively the "Grantor"), and NICOLET PARC PARTNERSHIP ("Nicolet");

W I T N E S S E T H :

WHEREAS, Nicolet is the owner, in fee simple, of that certain property (the "Nicolet Property") located adjacent to the Grantor Property (as hereinafter defined), and more particularly described on EXHIBIT A attached hereto and hereby incorporated herein; and

WHEREAS, the Grantor is the owner, in fee simple, of that certain property (the "Grantor Property") located adjacent to the Nicolet Property, and more particularly described on EXHIBIT B attached hereto and hereby incorporated herein; and

WHEREAS, the Grantor finds as a matter of fact that it is in the public interest that the planned unit development on the Nicolet Property occur and be successful, and that it is in the interest of the public health, welfare and safety that ingress and egress be located as hereinafter granted, and further finds that the Nicolet Property is a land-locked parcel; and

WHEREAS, the Grantor desires to grant to Nicolet the easement set forth herein, and Nicolet desires to accept the same, and all the parties hereto further desire to set forth their agreements regarding the uses thereof and other matters related thereto;

IT IS, THEREFORE, in consideration of the premises, the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby agreed by and between the parties hereto as follows, to-wit:

1. Grant of Easement by Grantor. The Grantor hereby grants to Nicolet a temporary easement (the "Temporary Driveway Easement") in favor of Nicolet over and across the Temporary Driveway Easement Area, as set forth on EXHIBIT C attached hereto and hereby incorporated herein, on the Grantor Property, which easement is for the purpose of granting

Document not for resale
HomeWiseDocs

ingress and egress to and from the Nicolet Property to Bender Road for the benefit of pedestrians and motorized vehicles and for locating identification and directional signs. The foregoing easement shall not be subject to limitation by time, frequency or amount of use.

2. Termination of Temporary Driveway Easement. The Grantor shall have the right to terminate the Temporary Driveway Easement at any time by giving written notice of termination to Nicolet at least one (1) year prior to the effective date of such termination. Nicolet shall have the right to abandon the foregoing easement at any time by giving writtten notice to the Grantor. Upon the termination of the Temporary Driveway Easement, Nicolet shall remove its improvements therefrom and restore the Temporary Driveway Easement Area to the condition the same was in prior to the construction of such improvements.

3. Construction and Maintenance. In consideration for the foregoing easement, Nicolet agrees that within two (2) years from the date hereof, it will build a roadway upon the Temporary Driveway Easement Area in strict conformity with all terms, conditions and requirements as to the construction, location, upkeep and maintenance of such roadway as incorporated in the planned unit development agreement dated as of Nov. 6, 1991 between Nicolet and the City of Glendale (the "Development Agreement") for the Nicolet Property, which such development is known as "Nicolet Parc." All obligation for upkeep, snow removal, maintenance and repairs shall be and remain the obligation of Nicolet as set forth in the Development Agreement. A true and complete copy of the Development Agreement has been delivered to each of the Grantor.

4. Location of Utilities. Nicolet agrees that no utilities will be installed on, above or below the Temporary Driveway Easement Area without the prior written approval of the Grantor.

5. Fee to Grantor. Nicolet agrees to pay to the Grantor, or its designee the North Shore Water Commission, or such other designee as the Grantor shall so designate, the sum of One Hundred Dollars ($100.00) per month for each and every month or portion thereof that the Temporary Driveway Easement shall remain in force and effect.

Document not for resale
HomeWiseDocs

6. No Real Estate Taxes. Nicolet shall not, by reason of this Temporary Driveway Easement Agreement, be obligated to pay any real estate taxes levied upon the Grantor Property, or any part thereof, including but not limited to, the Temporary Driveway Easement and the Temporary Driveway Easement Area. If during the continuance of the Temporary Easement, any special assessments are levied against the Grantor Property as a result of any public improvements being constructed along West Bender Road, Nicolet shall pay nine percent (9%) of any such special assessment which becomes due and payable during the continuance of the Temporary Driveway easement.

7. Reasonable Use. Nicolet and the Grantor shall each use (and take reasonable measures to cause their respective employees, agents, contractors and invitees, to use) the Temporary Driveway Easement and the roads and walkways located in the Temporary Driveway Easement Area in a reasonable manner so as not to materially interfere with each other's use thereof.

8. The Grantor Represents Fee Ownership. The Grantor hereby represents, warrants and covenants that it is the owner, in fee simple, of the Grantor Property, and that no agreements, consents or approvals are required from any person or other entity (other than the Grantor) in order to grant the Temporary Driveway Easement according to the terms contained in this Temporary Driveway Easement Agreement.

9. No Improvements. During the period in which the Temporary Driveway Easement is in effect, the Grantor shall not construct any buildings or other improvements which would materially interfere with the right of Nicolet and the other persons and entities entitled under this Temporary Driveway Easement Agreement to use the Temporary Driveway Easement and the roads and walkways located in the Temporary Driveway Easement Area.

10. Indemnification; Insurance. With respect to the use in common of the roads and walkways within the Temporary Driveway Easement Area, Nicolet hereby agrees to hold harmless and indemnify the Grantor from all injury, loss, claims or damage to any person or property occurring within the Temporary Driveway Easement Area and all areas directly adjacent thereto, except to the extent the same results from or is caused by the willful or negligent act or omission of

Document not for resale
HomeWiseDocs

the Grantor or any one of them or the North Shore Water Commission or any of their respective agents, employees or representatives. Nicolet shall at all times maintain adequate liability insurance covering matters of injury (bodily and property) or death arising from, related to or connected with the use of the Temporary Driveway Easement. The insurance policy required hereby shall name the Grantor as a named insured.

11. Successors and Assigns; Runs with Land. All of the terms, covenants and conditions hereof shall inure to the benefit of, and be binding upon, the Grantor and Nicolet and their respective successors and assigns, it being the intent hereof that all of the terms, covenants and conditions of this Temporary Driveway Easement Agreement shall be "covenants running with the land" and as such, shall run with, be binding upon and constitute an encumbrance upon the Grantor Property, and run with and inure to the benefit of and constitute an appurtenance to the Nicolet Property. No party other than the owner(s) of the Nicolet Property and the Grantor Property, respectively, shall be entitled to enforce any of the terms, covenants or conditions of this Temporary Driveway Easement Agreement.

12. References of Record. The undersigned parties recognize that by virtue of Section 893.33 of the Wisconsin Statutes currently in effect, easements, covenants and restrictions on the use of real estate set forth on any recorded instrument may be barred or unenforceable after various periods from the date of recording as set forth in the Statutes, unless an instrument as prescribed by such Statute is filed for record. The undersigned parties hereby agree that, as to any restriction, easement, condition or covenant which is by the terms hereof to be extended to its applicable period as provided in the Statutes, any party or any successor or assign of a party hereto may file for record the proper instrument for the purpose of extending the same beyond the statutory period so that the same shall terminate (if at all) only as provided herein. In the event any party or successor assignee shall fail or refuse to join in the execution of any such instrument, then the other parties and their successors and assigns are hereby appointed an attorney-in-fact for such party failing or refusing to join in such a request, to execute and file such an amendment.

13. Amendment. This Temporary Driveway Easement Agreement shall not be modified or amended, except by a writing executed and delivered by each of the parties hereto.

Document not for resale
HomeWiseDocs

or except by a writing executed and delivered by the party against whom it does not benefit and against whom it is sought to be enforced.

14. Severability. If any term or provision of this Temporary Driveway Easement Agreement shall, to any extent, be invalid or unenforceable under applicable law, the remaining terms and provisions hereof shall not be affected thereby, and each such remaining term and provision shall be held and enforced to the fullest extent permitted by applicable law.

15. No Waiver. No waiver or acquiescence in or consent to any breach of any term, covenant or condition hereof shall be construed as, or constitute a waiver of, acquiescence in or consent to any other further succeeding breach of the same or any other term, covenant or condition hereof. This Temporary Driveway Easement Agreement shall automatically terminate as to any portion of the Temporary Driveway Easement Area which becomes a public street.

16. Choice of Law. This Temporary Driveway Easement Agreement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.

17. Enforcement. Any party hereto may enforce this Temporary Driveway Easement Agreement by appropriate action, and should it prevail in such litigation, that party shall be entitled to recover, as part of its costs, reasonable attorneys' and other legal fees.

18. Reservation of Use. The granting of the foregoing easement to Nicolet, its assigns and successors, is with reservation of a right of mutual use on the part of the Grantor, its grantees, agents, successors and assigns.

Document not for resale
HomeWiseDocs

IN WITNESS WHEREOF, the parties to this Temporary Driveway Easement Agreement have hereunto set their seals as of the date first above written.

NICOLET PARC PARTNERSHIP

By: _____
Armin H. Nankin, General Partner

AUTHENTICATION

The signature of Armin H. Nankin authenticated this 6th day of December, 1991.

_____
ROBERT G. WEBER
TITLE: MEMBER STATE BAR OF WISCONSIN

CITY OF GLENDALE

By: _____
Mayor Donald J. Voith

Countersigned:

_____
Richard E. Maslowski
City Clerk

AUTHENTICATION

The signatures of Donald J. Voith and Richard E. Maslowski authenticated this 6 day of Dec, 1991.

_____
TITLE: MEMBER STATE BAR OF WISCONSIN

Approved as to form this 6 day of Dec, 1991.

_____
John Fuchs, City Attorney

Document not for resale
HomeWiseDocs

09/03/2004 FRI 09:42 FAX 007/021

REEL 2662 IMAG 291

VILLAGE OF FOX POINT

By: Jerome Hardt
Jerome Hardt, President

Attest:

Noreen R. Cook
Noreen R. Cook, Village Clerk

AUTHENTICATION:

The signatures of Jerome Hardt and Noreen R. Cook authenticated this 19th day of November, 1991.

Constance K. McHugh
Constance K. McHugh
TITLE: MEMBER STATE BAR OF WISCONSIN

Approved as to form this 22nd day of November, 1991.

Carl W. Backus
Carl W. Backus, Village Attorney

Document not for resale
HomeWiseDocs

09/03/2004 FRI 09:43 FAX 008/021

REEL 2662 IMAG 295

VILLAGE OF WHITEFISH BAY

By: James H. Gormley
James Gormley, President

Attest:

Barbara Patin
Barbara Patin, Village Clerk

AUTHENTICATION:

The signatures of James Gormley and Barbara Patin authenticated this 15th day of December, 1991.

William H. Pagels
TITLE: MEMBER STATE BAR OF WISCONSIN

Approved as to form this 15th day of November, 1991.

William H. Pagels
William H. Pagels, Village Attorney

6546307

REGISTER'S OFFICE }ss
Milwaukee County, WI }
RECORDED AT 9:55 AM M
NOV 29 1991
REEL 2662 IMAGE 295 to 298 incl.
William Coquillard REGISTER OF DEEDS

RECORD 6546307 30.00

This document was drafted by Robert G. Weber, Foley & Lardner, 777 East Wisconsin Avenue, Milwaukee, Wisconsin 53202.

Document not for resale
HomeWiseDocs

09/03/2004 FRI 09:44 FAX 009/021

REEL 2662 IMAG 296

EXHIBIT A

DESCRIPTION OF NICOLET PROPERTY

Lands in the NW 1/4 of the NE 1/4 and the NE 1/4 of the NW 1/4 of Section 29, T 8 N, R 22 E, in the City of Glendale, Milwaukee County, Wisconsin, which is bounded and described as follows:

Commencing at the point of intersection of the east line of said NW 1/4 of Section 29 with the center line of West Bender Road, said point being South 00°03'05" West 1318.98 feet from the northeast corner of said NW 1/4 of Section 29; running thence North 89°46'00" East along the center line of West Bender Road 66.00 feet to a point; thence North 00°03'05" East and parallel to the west line of said NW 1/4 of Section 29 aforesaid 190.00 feet to the point of beginning of the lands to be described; thence North 89°46'00" East 130.00 feet to a point; thence North 00°03'05" East 509.82 feet to a point in the South right-of-way line of the Chicago and Northwestern Transportation Company, said point being 150.00 feet distant southeasterly, measured at right angles from the center line of the main track in said right-of-way; thence Southwesterly along said south right-of-way, being a curved line parallel to said center line (having a radius of 3969.83 feet and a chord of 840.15 feet in length which bears South 83°26'13" West) an arc distance of 841.73 feet to a point 638.56 feet North 89°55'15" West of the east line of said NW 1/4 of Section 29; thence South 00°03'05" West and parallel to the east line of said NW 1/4 of Section 29 aforesaid 385.47 feet to the northwest corner of Certified Survey Map No. 653; thence North 89°55'16" East along the north line of said Certified Survey Map No. 653 aforesaid 299.26 feet to a point; thence South 00°03'05" West 77.00 feet to a point; thence North 89°55'16" East 100.00 feet to a point; thence South 00°03'05" West 98.00 feet to a point in the north line of West Bender Road; thence North 89°55'19" East along the north line of West Bender Road 75.90 feet to a point; thence North 00°03'05" East 175.00 feet to a point; thence North 89°55'16" East 185.00 feet to a point; thence South 56°09'00" East 53.43 feet (measured) to the point of beginning.

Document not for resale
HomeWiseDocs

EXHIBIT B

DESCRIPTION OF GRANTOR PROPERTY

That part of the Northeast 1/4 of Section 29, Township 8 North, Range 22 East, in the City of Glendale, County of Milwaukee, State of Wisconsin, described as follows:

Commencing at the point of intersection of the West line of said 1/4 Section with the centerline of West Bender Road, said point being South 0°03'05" West, 1318.98 feet from the Northwest corner of said 1/4 Section, running thence North 89°46'00" East along the centerline of West Bender Road 66.00 feet to a point which is the point of beginning of the land about to be described; thence North 0°03'05" East and parallel to the West line of said 1/4 Section, 190.00 feet to a point; thence North 89°46'00" East, 130.00 feet to a point; thence North 0°03'05" East, 509.82 feet to a point on the South right of way line of the Chicago and Northwestern Transportation Company; thence northeasterly along the said South right of way line of Chicago and Northwestern Transportation Company, being a curved line (having a radius of 3969.83 feet with its center to the North and a chord of 110.74 feet in length which bears North 76°33'49" East), an arc distance of 110.74 feet to a point; thence continuing northeasterly along said South right of way line of Chicago and Northwestern Transportation Company being a curved line (having a radius of 3894.83 feet with its center to the North and a chord of 379.70 feet in length which bears North 72°49'00" East) an arc distance of 379.84 feet to a point in the West right of way line of Interstate 43 (formerly Highway 141), thence South 0°17'00" West along said right of way line 450.90 feet to a point; thence South 14°19'00" West along said right of way line, 206.15 feet to a point; thence South 0°17'00" West along said right of way line 264.40' to a point in the centerline of West Bender Road (which is the South line of the North 1/2 of the Northeast 1/4 of Section 29, Township 8 North, Range 22 East); thence South 89°46'00" West along the centerline of West Bender Road 549.97 feet to the point of beginning; excepting therefrom the South 45 feet which are within the right of way line of West Bender Road.

Document not for resale
HomeWiseDocs

REEL 2662 IMAGE 298

EXHIBIT C

TEMPORARY DRIVEWAY EASEMENT AREA

That part of the NE 1/4 of Section 29, T 8 N, R 22 E, in the City of Glendale, Milwaukee County, Wisconsin, which is bounded and described as follows:

Commencing at the Northwest corner of said NE 1/4 Section; thence South 00°03'05" West along the west line of said NE 1/4 Section 1318.98 feet to a point on the center line of West Bender Road; thence North 89°46'00" East along said center line 66.00 feet to a point; thence North 00°03'05" East 45.00 feet to a point on the north line of West Bender Road; thence North 89°46'00" East 130.00 feet to the point of beginning of the land to be described; thence continuing North 89°46'00" East along said north line 153.60 feet to a point; thence North 45°04'45" West 50.59 feet to a point; thence Northwesterly 39.00 feet along the arc of a curve whose center lies to the West whose radius is 175.00 feet and whose chord bears North 06°27'53" West 38.93 feet to a point; thence Northwesterly 177.24 feet along the arc of a curve whose center lies to the West whose radius is 175.00 feet and whose chord bears North 41°51'50" West 169.76 feet to a point; thence South 00°03'05" West 201.45 feet to the point of beginning.

Document not for resale
HomeWiseDocs

OPTION AND RIGHT OF FIRST REFUSAL

FOR VALUABLE CONSIDERATION, the CITY OF GLENDALE ("Glendale"), the VILLAGE OF FOX POINT ("Fox Point"), and the VILLAGE OF WHITEFISH BAY ("Whitefish Bay"), WISCONSIN (collectively, "Seller"), hereby grants to NICOLET PARC PARTNERSHIP, its successors and assigns ("Buyer"), an exclusive and irrevocable option to purchase (the "Option") and a right of first refusal for all, or such lesser portion as may be agreed upon by Buyer and Glendale, of the property known as 516 West Bender Road (Tax Key No. 163-8983) and a portion of the property known as 400 West Bender Road (Tax Key No. 163-8981) in the City of Glendale, County of Milwaukee, Wisconsin, more particularly described on Exhibit 1 which is attached hereto and hereby made a part hereof (the "Option Premises") at the price and on the terms and conditions hereinafter set forth.

1. The purchase price for the entire Option Premises shall be the greater of:

(a) The Stipulated Value (as hereinafter defined) of the Option Premises as of the date Buyer gives notice of its intent to exercise the Option. The initial Stipulated Value of the entire property comprising the Option Premises is $107,600. The Stipulated Value shall be firm until September 1, 1992. On September 1, 1992 and on each September 1 thereafter during the continuance of this Agreement, the Glendale City Assessor (the "City Assesor") shall prepare and submit to Buyer a revised Stipulated Value which shall be equal to the product obtained by multiplying the current Stipulated Value by a fraction, the numerator of which is the total estimated fair market value as determined by the Glendale City Assessor for real estate tax purposes of all of the land used for residential purposes located on the north side of West Bender Road between Port Washington Road and Sunnypoint Road (the "Market Area") for the calendar year in which the new Stipulated Value is determined, and the denominator of which is the total estimated fair market value as determined by the City Assessor for real estate tax purposes of all of the land used for residential purposes within the Market Area for the immediately preceding calendar year. The City Assessor agrees to provide

Document not for resale
HomeWiseDocs

Buyer with whatever information Buyer may request to ascertain the accuracy of the computation of Stipulatd Value; or

(b) The fair market value of the Option Premises as of the date Buyer gives notice of its intent to exercise the Option. Seller, at its expense, shall have the City Assessor establish an initial fair market value of the Option Premises. If Buyer does not agree with the fair market value determined by the City Assessor, Buyer shall have the right to procure a second appraisal at its expense. If Seller does not agree with the fair market value determined by Buyer's appraiser, the parties shall determine the fair market value by either:

(i) the average of the two appraisals; or

(ii) such price as is determined by an independent appraiser selected by mutual agreement of the City Assessor and the appraiser selected by Buyer, and both parties, after mediation conference with such appraiser, shall be bound by the value determined by such appraiser.

If the parties cannot agree on which alternative to use within thirty (30) days from the date of receipt of Buyer's appraisal, then alternative (ii) shall be utilized. If alternative (ii) is utilized and the price determined by the independent appraiser is not acceptable to Buyer, Buyer shall have the right to withdraw the exercise of its option by giving written notice of such withdrawal to Seller within ten (10) days following Buyer's receipt of the independent appraiser's appraisal, in which event the Option herein granted shall terminate. Seller and Buyer shall share equally the cost of the third appraiser.

2. The Option herein granted may be exercised by Buyer during the period commencing on the date Buyer receives notice from Seller or any successor in interest to Seller that Seller or such successor in interest intends to terminate the Temporary Driveway Easement contained in that certain Easement Agreement (the "Easement Agreement") bearing

Document not for resale
HomeWiseDocs

even date herewith between Seller and Buyer pertaining to land located adjacent to the Option Premises and expiring ninety (90) days thereafter.

In addition, the Option may be exercised by Buyer at any time within ninety (90) days following the date Buyer receives written notice from Seller that Seller intends to sell the Option Premises.

The Option herein granted shall remain in effect until the termination of the Temporary Driveway Easement contained in the Easement Agreement notwithstanding any prior sale or transfer of the Option Premises by Seller.

The abandonment or termination of the Temporary Driveway Easement by Buyer shall not entitle Buyer to exercise the Option herein granted.

3. The Option shall be deemed validly and effectively exercised if within the Option Period written notice of such exercise is either delivered personally to the Manager of the North Shore Water Commission or is delivered to the address set forth below, or is sent by registered or certified mail to the Manager of the North Shore Water Commission, as agent for Seller at the address set forth below. If given by mail, notice of the exercise shall be deemed given when deposited with the postal service. The address to which notices to Seller may be given is:

Manager
North Shore Water Commission
400 West Bender Road
Glendale, Wisconsin 53217

The notice by Buyer of its intention to exercise the Option shall include a description of the portion of the Option Premises which Buyer intends to purchase. A copy of such notice shall be sent to Glendale. If Glendale objects to the portion of the Option Premises to be acquired by Buyer, it shall notify Buyer in writing of such objection within ten (10) days following receipt of such notice. If Glendale does not notify Buyer of Glendale's objection within such ten-day period, Seller shall be deemed to have accepted Buyer's designation of the portion of the Option Premises to be acquired. If Glendale does not accept Buyer's designation, Glendale shall designate the portion of the Option Premises to be purchased by Buyer, which designation shall be binding upon the Buyer, provided the total land area and configuration of the property to be acquired is comparable

Document not for resale
HomeWiseDocs

to the total land area and configuration covered by the Temporary Easement contained in the Easement Agreement and is sufficient to provide Buyer with roadways, sidewalks and signage of the same quality as Buyer has under the Temporary Easement.

If Buyer exercises the Option as to a portion, but not all, of the Option Premises, the purchase price for the portion to be acquired shall be the product obtained by multiplying the purchase price for the entire Option Premises as determined pursuant to Paragraph 1 above by a fraction, the numerator of which is the total number of square feet of land comprising the portion of the Option Premises to be purchased and the denominator of which is the total number of square feet of land comprising the entire Option Premises.

Notices to Glendale shall be given in the manner prescribed above. The address to which notices to Glendale may be given is:

City Clerk
City of Glendale
5909 North Milwaukee River Parkway
Glendale, Wisconsin 53209

4. The closing (the "Closing") of the purchase of the Option Premises shall take place in Milwaukee, Wisconsin at such time and place as shall be designated by Buyer not sooner than thirty (30) days nor later than ninety (90) days following the exercise of the Option by Buyer, or at such other time and place as shall be mutually agreed upon by Seller and Buyer.

5. Seller further grants Buyer a right of first refusal to purchase the Option Premises at any time prior to the termination of the Temporary Driveway Easement at the same price and terms and conditions as all or any portion of the Option Premises may be offered for sale or at the same price and terms and conditions of any offer to purchase which is accepted from a third party or which Seller proposes to accept (other than the North Shore Water Commission or any municipality comprising Seller and in case of a purchase by any of said parties, title shall be conveyed subject to the rights of the Buyer under this Agreement, including the Option and right of first refusal).

Document not for resale
HomeWiseDocs

Seller shall give Buyer written notice of the price, terms and conditions of any third party offer which Seller intends to accept (except for the said three excluded parties) and Buyer shall have a period of thirty (30) days following receipt of such notice to exercise this right of first refusal by written notice to Seller or its successor in title. If Buyer exercises such right, Seller shall transfer the Option Premises to Buyer at the price and on the terms and conditions set forth in the offer.

6. Seller warrants and represents to Buyer that Seller has no notice or knowledge of any:

(a) planned or commenced public improvements which may result in special assessments or otherwise materially affect the Option Premises, other than future widening of Bender Road;

(b) government agency or court order requiring repair, alteration or correction of any existing condition;

(c) underground storage tanks or any structural, mechanical or other defects of material significance affecting the Option Premises, including but not limited to inadequacy for normal use of mechanical systems, waste disposal systems and well, unsafe well water according to state standards, and the presence of any dangerous or toxic materials or conditions affecting the Option Premises; and

(d) wetland and shoreland regulations affecting the Option Premises.

7. In the event the Option or the right of first refusal herein granted is exercised, the purchase and sale of the Option Premises shall be subject to the following terms and conditions:

(a) Buyer's obligation to purchase the Option Premises is subject to the satisfaction of all of the following conditions precedent:

Document not for resale
HomeWiseDocs

(i) the warranties and representations of Seller contained herein shall be true and accurate on the date of Closing as if made on such date; and

(ii) no claims, demands, liabilities or actions shall be pending or threatened against the Seller or the Option Premises (including, without limitation, pending or threatened condemnation proceedings) which constitute or might become a lien or claim against the Option Premises or which could prevent, prohibit, delay or interfere with Buyer's intended use, development or improvement of the Option Premises or which could deprive Buyer of any portion of the Option Premises.

(b) Within ten (10) days following the exercise of the Option or right of first refusal by Buyer, Seller shall deliver to Buyer a commitment for an owner's policy of title insurance issued by a title insurance company acceptable to Buyer, pursuant to which the title insurance company will agree to insure good, marketable and indefeasible fee simple title to the Option Premises in the name of Buyer for the full amount of the purchase price, free and clear of all liens, charges and encumbrances (including standard printed exceptions), except for current taxes which are not delinquent and such other exceptions as Buyer may approve in writing ("Permitted Encumbrances"). Seller shall pay the premium and all other costs and expenses relating to the commitment and the title insurance policy issued pursuant thereto. Buyer shall be allowed twenty (20) days in which to examine the commitment, and if the same does not show Seller's title to be free from all liens, charges and encumbrances except for Permitted Encumbrances, Seller shall, within a time thereafter but not to exceed (10) days, cure such defects and clear title. If Seller fails to cure such defects and clear title within the time above prescribed, Buyer shall have the right, at its option, to cure such defects and deduct the expenses thereby incurred from the purchase price. If the evidence of title furnished by Seller discloses any defects in Seller's title which cannot be cured and the curing of which Buyer is unwilling to waive, Buyer may withdraw the exercise of said Option to purchase, and the performance

Document not for resale
HomeWiseDocs

by Buyer of the contract formed by such exercise shall be excused and Buyer shall be entitled to whatever remedies may be provided at law or in equity by reason of Seller's inability to provide title to the Option Premises in the condition herein called for.

(c) At the Closing, Seller shall convey good, marketable and indefeasible fee simple title to the Option Premises to Buyer or its designee by good and sufficient warranty deed, free and clear of all liens, charges and encumbrances, except for Permitted Encumbrances.

(d) All rent, income, taxes and expenses of the Option Premises through the date of Closing shall accrue to Seller. The following items shall be prorated as of the date of Closing: General real estate taxes for the year of Closing, and rent, utilities, water and sewer use charges for any period which both precedes and extends beyond the date of Closing. All prorations shall be made on the basis of the most recent ascertainable tax bills and other information. Promptly following receipt of final bills for items to be prorated, such items shall be re-prorated and amounts due from one party to the other shall be paid at that time.

8. This Agreement shall be binding upon and inure to the benefit of Seller and Buyer, and their respective heirs, personal representatives, successors and assigns.

9. This Agreement may not be modified or amended, except by an agreement in writing signed by the parties hereto.

10. If requested by Buyer, that portion of the Option Premises which is acquired by Buyer shall be zoned by the City of Glendale so as to permit the installation of signage and roadways and sidewalks to provide access to and from the Buyer's property as described in the Easement Agreement of even date herewith between the parties. Also, the tax assessment shall cover only the land value as of the assessment date following the demolition of the building on the Option Premises.

Document not for resale
HomeWiseDocs

11. The warranties and representations made herein survive the Closing of this transaction.

NICOLET PARC PARTNERSHIP

By: _____
Armin H. Nankin,
General Partner

AUTHENTICATION

The signature of Armin H. Nankin authenticated this 6th day November, 1991.

_____
ROBERT G. WEBER
TITLE: MEMBER STATE BAR OF WISCONSIN

CITY OF GLENDALE

By: _____
Mayor Donald J. Voith

Countersigned:

_____
Richard E. Maslowski
City Clerk

AUTHENTICATION

The signatures of Mayor Donald J. Voith and Richard E. Maslowski authenticated this 6th day of Nov., 1991.

_____
John F. Fuchs
TITLE: MEMBER STATE BAR OF WISCONSIN

Approved as to form this 6th day of Nov., 1991.

_____
John Fuchs, City Attorney

Document not for resale
HomeWiseDocs

VILLAGE OF FOX POINT

By: Jerome Hardt
Jerome Hardt, President

Attest:

Noreen R. Cook
Noreen R. Cook, Village Clerk

AUTHENTICATION:

The signatures of Jerome Hardt and Noreen R. Cook authenticated this 14th day of November, 1991.

6546308
RECORD 28.00

Constance K. McHugh
Constance K. McHugh
TITLE: MEMBER STATE BAR OF WISCONSIN

Approved as to form this 18th day of November 1991.

Carl W. Backus
Carl W. Backus, Village Attorney

VILLAGE OF WHITEFISH BAY

By: James H. Gormley
James Gormley, President

Attest:

Barbara Patin
Barbara Patin, Village Clerk

AUTHENTICATION:

The signatures of James Gormley and Barbara Patin authenticated this 15th day of November, 1991.

William H. Pagels
William H. Pagels
TITLE: MEMBER STATE BAR OF WISCONSIN

6546308

REGISTER'S OFFICE }
Milwaukee County, WI } SS
RECORDED AT 9 55 AM M
NOV 29 1991
REEL 2662 IMAGE 299 to 308 incl.
Walter R. Bargell REGISTER OF DEEDS

Approved as to form this 15th day of November, 1991.

William H. Pagels
William H. Pagels, Village Attorney

RETURN TO: Box 286

This document was drafted by Robert G. Weber of Foley & Lardner, 777 East Wisconsin Avenue, Milwaukee, Wisconsin 53202.

Document not for resale
HomeWiseDocs

EXHIBIT 1

DESCRIPTION OF REAL ESTATE

The property located in Milwaukee County, Wisconsin, described as follows:

That part of the Northeast 1/4 of Section 29, Township 8 North, Range 22 East, in the City of Glendale, described as follows:

Commencing at the point of intersection of the West line of said 1/4 Section with the centerline of West Bender Road, said point being South 0°3'05" West, 1318.98 feet from the Northwest corner of said 1/4 Section, running thence North 89°46'00" East along the centerline of West Bender Road, 66.00 feet to the point of beginning of the land about to be described; thence North 0°03'05" feet East and parallel to the West line of said 1/4 Section, 190.00 feet to a point; thence North 89°46'00" East, 130.00 feet to a point; thence South 0°03'05" West, 190.00 feet to a point in the centerline of West Bender Road; thence South 89°46'00" West along the centerline of West Bender Road 130.00 feet to the point of beginning of the land herein described; excepting therefrom the south 45 feet which are within the right of way line of West Bender Road.

Document not for resale
HomeWiseDocs

REEL 2725 IMAGE 911 6576577

REGISTER'S OFFICE
Milwaukee County, WI
RECORDED AT 2:15 PM
FEB 23 1992
REEL 2725 IMAGE 911 thru 913
REGISTER OF DEEDS

DECLARATION OF DRIVEWAY EASEMENT

THIS DECLARATION OF DRIVEWAY EASEMENT (hereinafter referred to as this "Declaration"), made and effective as of the 11th day of February, 1992, by NICOLET PARC PARTNERSHIP, a Wisconsin general partnership with an address at 770 West Michigan Street, Milwaukee, Wisconsin 53233, (hereinafter referred to as "Nicolet").

6576577

RECORD 26.00

W I T N E S S E T H

WHEREAS, Nicolet is the owner in fee simple of that certain property (hereinafter referred to as "Parcel 1") located in the City of Glendale, County of Milwaukee, State of Wisconsin, and more particularly described in Exhibit A, which is attached hereto and hereby incorporated herein; and

WHEREAS, Nicolet is the owner in fee simple of that certain property (hereinafter referred to as "Parcel 2") located adjacent to Parcel 1 and also in the City of Glendale, County of Milwaukee, State of Wisconsin, and more particularly described in Exhibit B, which is attached hereto and hereby incorporated herein; and

WHEREAS, Nicolet desires hereby to create an easement for ingress and egress over that certain driveway to be situated on Parcel 2 as illustrated on Exhibit C, which is attached hereto and hereby incorporated herein (hereinafter referred to as the "Driveway"), said easement to burden Parcel 2 for the benefit of Parcel 1, and to set forth certain terms and conditions regarding the use and maintenance of the Driveway that will bind any and all owners of either Parcel 1 or Parcel 2 during the term of their ownership.

NOW, THEREFORE, in consideration of the premises, the promises and covenants contained herein, Nicolet hereby declares that Parcel 1 and Parcel 2 shall be subject to the following terms and restrictions:

1. Nicolet hereby creates a permanent, perpetual, and nonexclusive easement in favor of the owner of Parcel 1 on, over, and across Parcel 2, which easement is for the purpose of providing vehicular and pedestrian ingress and egress for the owner of Parcel 1 and the tenants, employees, agents and invitees of the owner of Parcel 1. The location of the easement shall be on, over and across the Driveway to be located on Parcel 2 and shall not be subject to limitation by time, frequency or amount of use.

2. Nicolet agrees to construct the road and walkways constituting the Driveway in a good and workmanlike manner in accordance with all applicable laws, rules and regulations. The

Document not for resale
HomeWiseDocs

roads and walkways within the Driveway shall be paved in concrete or asphalt. Construction of the roads and walkways comprising the Driveway shall be completed within two (2) years from the date of this Declaration.

3. The owner of Parcel 2 shall at all times repair and maintain the Driveway and shall pay the costs of such repair and maintenance, including, but not limited to, the costs of resurfacing, when appropriate, and of the removal of snow, ice, debris or other obstruction.

If the owner of Parcel 1 reasonably desires the maintenance and repair of any roads or walkways constituting the Driveway as required hereunder, then the owner of Parcel 1 shall make a written request to the owner of Parcel 2 that said owner of Parcel 2 make the required repair or maintenance. If the owner of Parcel 2 does not commence such work within thirty (30) days following such written request, or does not reasonably pursue the completion of such work, then the owner of Parcel 1 may perform and complete such work at the sole cost and expense of the owner of Parcel 2. If the owner of Parcel 2 fails to reimburse the owner of Parcel 1 for the cost and expense of such work, then the owner of Parcel 1 shall have and be entitled to file a lien of record against Parcel 2 equal to the amount of such cost and expense and to pursue any other remedies available at law or in equity.

4. The owner of Parcel 1 shall not, by reason of this Declaration, be obligated to pay any real estate taxes or special assessments levied against Parcel 2, and the owner of Parcel 2 shall not, by reason of this Declaration, be obligated to pay any real estate taxes or special assessments levied against Parcel 1.

5. Nicolet hereby declares that the owner of Parcel 2 may relocate the Driveway anywhere on Parcel 2 at the sole expense of the owner of Parcel 2; provided, however, that such relocation (a) shall not require any driveway relocation on Parcel 1; (b) is made without material inconvenience to the owner of Parcel 1; (c) is made in a safe and reasonable location and configuration; and (d) is built of materials and is of a quality at least equivalent to those of the roads and walkways comprising the Driveway being replaced.

6. The owner of Parcel 1 and the owner of Parcel 2 shall each use, and take reasonable measures to cause their respective tenants, employees, agents, and invitees to use, the Driveway in a reasonable manner and so as not to obstruct or otherwise use the Driveway in a manner which would interfere with the use thereof (or with the use of any utility poles or lines within the vicinity thereof) by the other party hereto or its tenants, employees, agents, or invitees. The owner of Parcel 1 and the owner of Parcel 2 shall each refrain from constructing

Document not for resale
HomeWiseDocs

any buildings or improvements on or over any portion of the Driveway, other than utility lines suspended above the Driveway so as not to interfere with its use.

7. The owner of Parcel 1 and the Owner of Parcel 2 shall each hold the other, and their respective tenants, agents, employees, contractors and invitees, harmless and indemnified from and against all injuries, damages, claims and losses to or of any person or property related to the existence or use of the Driveway and occasioned by any negligent act or omission of the indemnifying party or the tenants, agents, employees, contractors or invitees thereof. The owner of Parcel 1 and the owner of Parcel 2 shall each, at all times, maintain adequate liability insurance covering matters of injury (to property and persons) or death related to the existence or use of the Driveway.

8. The owner of Parcel 1 and the owner of Parcel 2 shall each waive all rights of subrogation which either has or may have against the other for any damage to the Driveway or any other real or personal property or to persons covered by such party's insurance, but only to the extent of the waiving party's insurance coverage; provided, however, that the foregoing waivers shall not invalidate any policy of insurance now or hereafter issued, it being understood that such a waiver shall not apply in any case which would result in the invalidation of any such policy of insurance and that each party shall notify the other if such party's insurance would be so invalidated.

9. It is hereby declared that if that certain Temporary Easement connecting the Driveway to West Bender Road, as the same is recorded on November 29, 1991, in the Office of the Register of Deeds for Milwaukee County, Wisconsin, at Reel 2662, Image 288, as Document No. 6546307, is revoked or terminated, the Driveway shall be relocated on that portion of Parcel 2 or on other land adjacent to Parcel 2 which in either case shall adjoin West Bender Road. The roads and walkways comprising the relocated Driveway shall be of the same quality of construction and configuration as those being replaced. The cost of such relocation shall be borne equally by the owners of Parcel 1 and Parcel 2. In the event the Driveway is so relocated, the rights, obligations and remedies created pursuant to this Declaration shall be applicable to said relocated Driveway under the same terms and conditions set forth herein, and said relocated Driveway shall be deemed to be the Driveway for the purposes of the easement granted herein.

10. All of the terms, covenants, and conditions hereof shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns, it being the intent of the parties hereto that all of the covenants hereunder shall be "covenants running with the land" and, as such, shall run with and be binding upon Parcel 1 and Parcel 2 and be binding

Document not for resale
HomeWiseDocs

upon and inure to the benefit of Nicolet, the owners of Parcel 1, and the owners of Parcel 2 and their respective successors and assigns.

11. The owner of either Parcel 1 or Parcel 2 may enforce this Declaration by appropriate action, and should it prevail in such litigation, that party shall be entitled to recover, as part of its costs, reasonable attorneys' fees.

12. This Declaration may not be modified or amended, except by a writing executed and delivered by the then owner of Parcel 1 and the then owner of Parcel 2.

13. No waiver of, acquiescence in, or consent to any breach of any term, covenant, or condition hereof shall be construed as, or constitute, a waiver of, acquiescence in, or consent to any other, further, or succeeding breach of the same or any other term, covenant, or condition.

14. If any term or provision of this Declaration shall, to any extent, be invalid or unenforceable under applicable law, then the remaining terms and provisions of this Declaration shall not be affected thereby, and each such remaining term and provision shall be valid and enforceable to the fullest extent permitted by applicable law.

15. This Declaration shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.

16. All notices given hereunder shall be in writing, signed, and mailed in the United States Mail, certified or registered, return receipt requested, to the addresses set forth above or to such other addresses as the owner of Parcel 1, the owner of Parcel 2, or their successors or assigns may designate by like notice, and shall be deemed given on the second business day after certification or registration thereof.

17. All terms and words used in this Declaration, whether singular or plural, and regardless of the gender thereof,

Document not for resale
HomeWiseDocs

09/03/2004 FRI 09:53 FAX 016/021

shall be deemed to include any other number or other gender as the context may require.

IN WITNESS WHEREOF, Nicolet has executed this Declaration and delivered the same as of the day and year first above written.

NICOLET PARC PARTNERSHIP,
a Wisconsin general partnership

By: Nicolet Parc Apartments, Inc.,
a Wisconsin corporation

By: _____
Mark E. Slesar, Vice-President

By: _____
Armin H. Nankin, General Partner

STATE OF WISCONSIN)
) SS.
COUNTY OF MILWAUKEE)

On this, the 11th day of February, 1992, before me, the undersigned, personally appeared Mark E. Slesar, the Vice-President of Nicolet Parc Apartments, Inc., the general partner of NICOLET PARC PARTNERSHIP, a Wisconsin general partnership, known to me to be the person who executed the foregoing instrument and acknowledged that he executed the same as said officer of said corporation acting as such general partner for the purposes therein contained.

[NOTARIAL SEAL]

_____
Name:
Notary Public, Milwaukee Co.
State of Wisconsin
My Commission: is permanent

Document not for resale
HomeWiseDocs

09/03/2004 FRI 09:55 FAX 017/021

REEL 2725 IMAGE 916

STATE OF WISCONSIN)
) SS.
COUNTY OF MILWAUKEE)

On this, the 11th day of February, 1992, before me, the undersigned, personally appeared Armin H. Nankin, general partner of NICOLET PARC PARTNERSHIP, a Wisconsin general partnership, to me to be the person who executed the foregoing instrument and acknowledged that he executed the same as said general partner for the purposes therein contained.

[NOTARIAL SEAL]

Name: Hugh J. O'Halloran
Notary Public, Milwaukee Co.
State of Wisconsin
My Commission: is permanent

BOX 256

This instrument was drafted by, and after recording should be returned to, Hugh J. O'Halloran of Foley & Lardner, 777 East Wisconsin Avenue, Milwaukee, Wisconsin 53202.

Document not for resale
HomeWiseDocs

09/03/2004 FRI 09:56 FAX 018/021

Exhibit A
to
DECLARATION OF DRIVEWAY EASEMENT

Parcel 1 is described as follows:

Parcel 1 of Certified Survey Map No. 5623, recorded November 29, 1991, at Reel 2662, Image 285, as Document No. 6546306, being a division of lands in the Northwest 1/4 of the Northeast 1/4 and the Northeast 1/4 of the Northwest 1/4 of Section 29. Township 8 North, Range 22 East, in the City of Glendale, Milwaukee County, Wisconsin.

Document not for resale
HomeWiseDocs

REEL 2725 IMAG 918

Exhibit B
to
DECLARATION OF DRIVEWAY EASEMENT

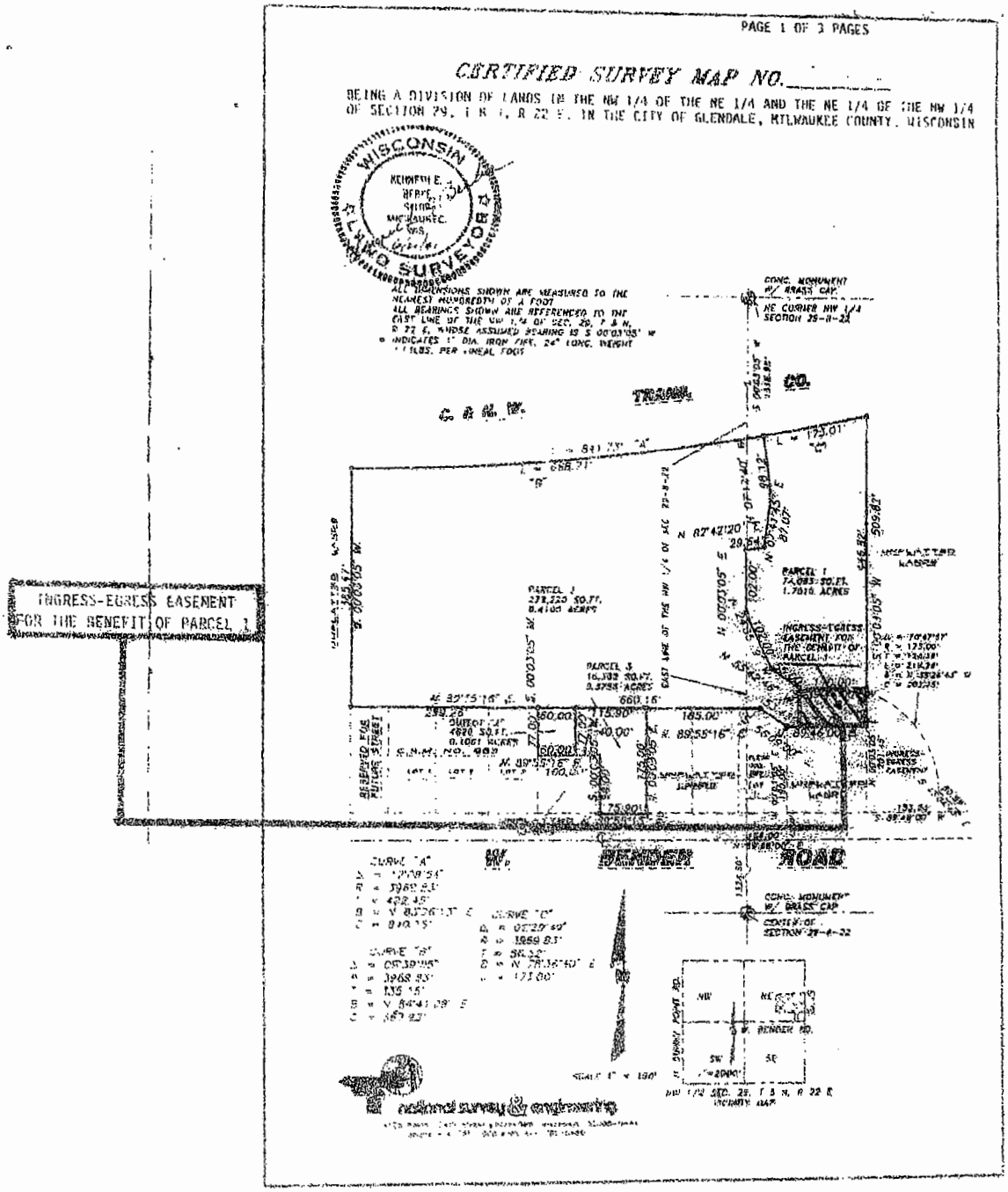
Parcel 2 is described as follows:

Parcel 2 of Certified Survey Map No. 5623, recorded November 29, 1991, at Reel 2662, Image 285, as Document No. 6546306, being a division of lands in the Northwest 1/4 of the Northeast 1/4 and the Northeast 1/4 of the Northwest 1/4 of Section 29, Township 8 North, Range 22 East, in the City of Glendale, Milwaukee County, Wisconsin.

Document not for resale
HomeWiseDocs

Exhibit C
to
DECLARATION OF DRIVEWAY EASEMENT

The Driveway is depicted as follows:



Document not for resale
HomeWiseDocs

7690680

Document Number

Assignment of Temporary Driveway Easement Agreement and Option Agreement

Document Title

REEL 4502 IMAG 2910

This Assignment of Temporary Driveway Easement Agreement and Option Agreement (this "Agreement"), made and effective as of the 1 day of November, 1998, by and between Armin H. Nankin ("AHN"), David A. Nankin ("DAN"), and Nicolet Parc Partnership, LLP, a Wisconsin limited liability partnership ("NPP"), (AHN, DAN, and NPP are hereinafter referred to collectively as "Grantor") and Legacy Enterprises, LLC, a Wisconsin limited liability company ("Grantee").

REGISTER'S OFFICE } SS
Milwaukee County, WI }
RECORDED AT 3:45 PM

FEB 18 1999 2910 TO 2913
REEL 4502 IMAGE INCL.
Wallace D. Catania Jr. REGISTER OF DEEDS

Recording Area

Name and Return Address

Warren S. Blumenthal
Quarles & Brady LLP
411 E. Wisconsin Avenue
Milwaukee, WI 53202

Box 216

162-9018

Parcel Identification Number (PIN)

7690680
RECORD 16.00

WITNESSETH:

WHEREAS, Nicolet Parc Partnership (the "Partnership") entered into that certain Temporary Driveway Easement Agreement (the "Easement Agreement"), made and effective as of the 6th day of November, 1991, by and among the Partnership and the City of Glendale, the Village of Fox Point, and the Village of Whitefish Bay (collectively, the "Municipalities"), which Easement Agreement was recorded November 29, 1991, in Reel/Volume 2662, Image/Page 288, as Document No. 6546307;

WHEREAS, subject to the terms, conditions, and covenants contained in the Easement Agreement, the Municipalities granted to the Partnership and its successors and assigns a temporary easement in favor of the Partnership over and across the Temporary Driveway Easement Area (as the same is defined and more particularly described in the Easement Agreement) for the purpose of ingress and egress to and from the Nicolet Property (as the same is defined and more particularly described in the Easement Agreement);

WHEREAS, the Partnership entered into that certain Option and Right of First Refusal (the "Option Agreement"), by and among the Partnership and the Municipalities, which Option Agreement was recorded November 29, 1991, in Reel/Volume 2662, Image/Page 299, as Document No. 6546308;

WHEREAS, subject to the terms, conditions, and covenants contained in the Option Agreement, the Municipalities granted to the Partnership and its successors and assigns an exclusive and irrevocable option to purchase and a right of first refusal for the property known as 516 West Bender Road (Tax Key No. 163-8983) and a portion of the property known as 400 West Bender Road (Tax Key No. 163-8981) (as the foregoing properties are more particularly described in the Option Agreement);

QBMKE\4314394.1

Document not for resale
HomeWiseDocs

WHEREAS, the Partnership, by Certified Survey Map No. 5623, recorded on November 29, 1991, on Reel 2662, Image 285, as Document No. 6546306, a copy of which is attached hereto and incorporated herein by this reference as Exhibit A (the "CSM"), divided the Nicolet Property;

WHEREAS, Grantor is the successor-in-interest to the Partnership;

WHEREAS, Legacy/Nicolet Parc, LLC, a Wisconsin limited liability company, by that certain Option to Purchase and Temporary Driveway Easement Agreement dated the 16th day of July, 1997 and recorded July 18, 1997, in Reel 4098, Image 580 to 584 incl., as Document No. 7394923, created, ratified and otherwise confirmed the continuing existence of, an easement for ingress and egress over and across the Temporary Driveway Easement Area and benefitting Parcel 1 of the CSM, subject to the terms, conditions, and covenants contained in the Easement Agreement and further ratified and confirmed the continuing existence of the rights granted under the Option Agreement and benefitting Parcel 1 of the CSM and Grantor, subject to the terms, conditions, and covenants contained in the Option Agreement and this Agreement (the "Agreement");

WHEREAS, Grantor has conveyed Parcel 1 of the CSM to Grantee and in connection therewith desires to convey, transfer and assign all of their right, title and interest in and to the Agreement to Grantee.

NOW, THEREFORE, in consideration of the premises, the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged Grantor does hereby assign, transfer and convey all of its right, title and interest in and to the Agreement solely as it pertains to the Easement Agreement to Grantee. Grantee does hereby accept this assignment and does hereby assume and agree to perform and observe all of the covenants and obligations of Grantor under and pursuant to the Agreement as they pertain to the Easement Agreement. Grantor specifically retains and reserves all right, title and interest in and to the Option Agreement.

DATED this 1 day of November, 1998.

GRANTOR:

Armin H. Nankin

David A. Nankin

NICOLET PARC PARTNERSHIP, LLP, a Wisconsin limited liability partnership

By: _____
Armin H. Nankin, authorized partner

QBMKE\4314394.1

Document not for resale
HomeWiseDocs

GRANTEE:

LEGACY ENTERPRISES, LLC, a Wisconsin limited liability company

By: _____
Rod S. Engel, authorized member

AUTHENTICATIONS

Signature of Armin H. Nankin authenticated this 1 day of November, 1998.

_____
Warren S. Blumenthal
TITLE: MEMBER STATE BAR OF WISCONSIN

Signature of David A. Nankin authenticated this 1 day of November, 1998.

_____
Warren S. Blumenthal
TITLE: MEMBER STATE BAR OF WISCONSIN

Signature of Armin H. Nankin, authorized partner of Nicolet Parc Partnership, LLP authenticated this 1 day of November, 1998.

_____
Warren S. Blumenthal
TITLE: MEMBER STATE BAR OF WISCONSIN

Signature of Rod S. Engel, authorized member of Legacy Enterprises, LLC authenticated this 1 day of November, 1998.

_____
Warren S. Blumenthal
TITLE: MEMBER STATE BAR OF WISCONSIN

This instrument was drafted by:

Warren S. Blumenthal, Esq.
Quarles & Brady
411 East Wisconsin Avenue
Milwaukee WI 53202

QBMKE\4314394.1

Document not for resale
HomeWiseDocs

EXHIBIT A

PARCEL 1 OF CERTIFIED SURVEY MAP NO. 5623, BEING A DIVISION OF LANDS IN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHEAST 1/4 OF NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 8 NORTH, RANGE 22 EAST, IN THE CITY OF GLENDALE, MILWAUKEE COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF NORTHWEST 1/4 OF SAID SECTION 29; THENCE SOUTH 0003'05" EAST ALONG THE EAST LINE OF SAID 1/4 SECTION 1318.98 FEET TO A POINT; THENCE NORTH 8946'00" EAST ALONG THE CENTERLINE OF WEST BENDER ROAD 66.00 FEET TO A POINT; THENCE NORTH 0003'05" EAST AND PARALLEL TO THE EAST LINE OF SAID 1/4 SECTION 190.00 FEET TO A POINT; THENCE NORTH 8946'00" EAST 130.00 FEET TO A POINT; THENCE NORTH 0003'05 EAST 63.00 FEET TO THE POINT OF BEGINNING OF THE LANDS TO BE DESCRIBED; THENCE SOUTH 8946'00" WEST 110.00 FEET TO A POINT; THENCE NORTH 5542'46" WEST 55.00 FEET TO A POINT; THENCE NORTH 2435'29" WEST 102.00 FEET TO A POINT; THENCE NORTH 0003'05" EAST 102.00 FEET TO A POINT; THENCE NORTH 8242'20" EAST 29.64 FEET TO A POINT; THENCE NORTH 0741'45" EAST 87.07 FEET TO A POINT; THENCE NORTH 0717'40" WEST 98.12 FEET TO A POINT; THENCE NORTHEASTERLY 173.01 FEET ALONG THE SOUTH LINE OF THE CHICAGO & NORTHWESTERN TRANSPORTATION COMPANY RIGHT OF WAY AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTHWEST, WHOSE RADIUS IS 3969.83 FEET AND WHOSE CHORD BEARS NORTH 7836'40" EAST 173.00 FEET TO A POINT; THENCE SOUTH 0003'05" WEST 446.82 FEET TO THE POINT OF BEGINNING.

Document not for resale
HomeWiseDocs

REEL 4584 IMAGE 1023

7757356

Document Number	Assignment and Acceptance of Certain Rights and Interests as Declarant Document Title

REGISTER'S OFFICE | SS
Milwaukee County, WI
RECORDED AT 9:07 AM
06-15-1999 1023 To
REEL 4584 IMAGE 1025
INCL.
WALTER R. BARCZAK
REGISTER OF DEEDS

AMOUNT 14.00

Recording Area

Name and Return Address

Warren S. Blumenthal
Quarles & Brady
411 E. Wisconsin Ave.
#2550
Milwaukee, WI 53202

162-9018

Parcel Identification Number (PIN)

THIS ASSIGNMENT AND ACCEPTANCE OF CERTAIN RIGHTS AND INTERESTS AS DECLARANT (this "Assignment"), made effective for all purposes as of the 1 day of November, 1998, by and between Legacy/Nicolet Parc, LLC, a Wisconsin limited liability company ("Assignor") and Legacy Enterprises, LLC, a Wisconsin limited liability company ("Assignee").

WITNESSETH:

WHEREAS, Assignor was the Declarant under that certain Condominium Declaration for Nicolet Parc Condominium (the "Condominium") recorded on July 17, 1997, in the office of the Register of Deeds for Milwaukee County, Wisconsin (the "Register's Office") on Reel 4097, Images 657, as Document No. 7394470 (the "Declarant");

WHEREAS, Assignee has purchased certain Expansion Lands, as that is described in the Declaration, which Expansion Lands are described on Exhibit A attached hereto and incorporated herein by this reference (the "Subject Land"); and

WHEREAS, Assignor desires to assign to Assignee all of the rights and interests of Declarant under the Declaration as they pertain to the Subject Land, and Assignee desires to accept the same;

NOW, THEREFORE, in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration paid by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, transfers and conveys to Assignee all of Assignor's right, title and interest in and to all of the rights and interests of Declarant under the Declaration, as they pertain to the Subject Land (the "Declarant's Rights"), including without limitation, the right to expand the Condominium as set forth in the Declaration to the Subject Land.

TO HAVE AND TO HOLD the same unto Assignee, its successors and assigns, forever, from and after the date hereof, subject to the terms, covenants, conditions and provisions of the Declaration.

ASSIGNEE HEREBY ACCEPTS the foregoing assignment of Declarant's Rights; provided, however, in no event shall Assignee be responsible for or assume any obligation or liability of Assignor as Declarant or otherwise arising or accruing prior to the date of this Assignment.

QBMKE\4261679.2

3

Document not for resale
HomeWiseDocs

DATED as of the day, month and year first written above.

ASSIGNOR:

Legacy/Nicolet Parc, LLC, a Wisconsin limited liability company

By: _____
Rod S. Engel, authorized member

ASSIGNEE:

Legacy Enterprises, LLC, a Wisconsin limited liability company

By: _____
David A. Nankin, authorized member

AUTHENTICATIONS

Signature of Rod S. Engel, authorized member of Legacy/Nicolet Parc, LLC authenticated this 1 day of November, 1998.

_____
Warren S. Blumenthal
TITLE: MEMBER STATE BAR OF WISCONSIN

Signature of David A. Nankin, authorized partner of Legacy Enterprises, LLC authenticated this 1 day of November, 1998.

_____
Warren S. Blumenthal
TITLE: MEMBER STATE BAR OF WISCONSIN

This document was drafted by
Warren S. Blumenthal, Esq.
Quarles & Brady
411 E. Wisconsin Avenue
Milwaukee, WI 53202

Document not for resale
HomeWiseDocs

EXHIBIT A

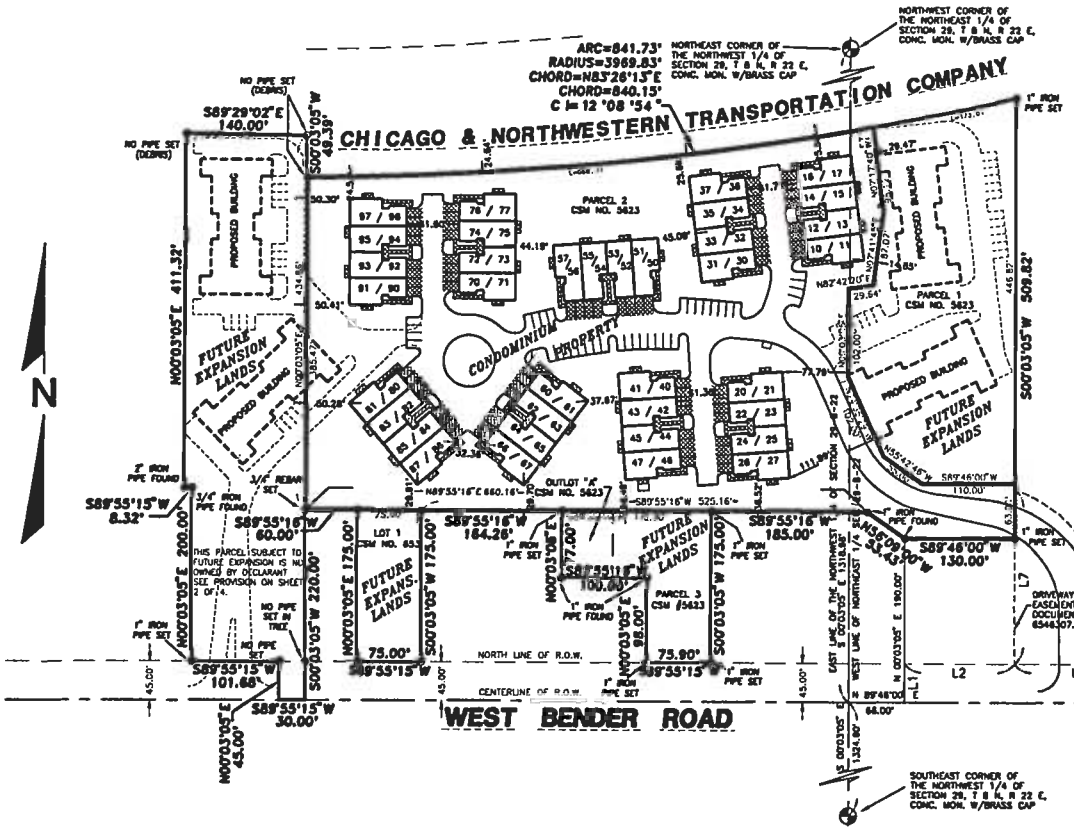
PARCEL 1 OF CERTIFIED SURVEY MAP NO. 5623, BEING A DIVISION OF LANDS IN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHEAST 1/4 OF NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 8 NORTH, RANGE 22 EAST, IN THE CITY OF GLENDALE, MILWAUKEE COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF NORTHWEST 1/4 OF SAID SECTION 29; THENCE SOUTH 0003'05" EAST ALONG THE EAST LINE OF SAID 1/4 SECTION 1318.98 FEET TO A POINT; THENCE NORTH 8946'00" EAST ALONG THE CENTERLINE OF WEST BENDER ROAD 66.00 FEET TO A POINT; THENCE NORTH 0003'05" EAST AND PARALLEL TO THE EAST LINE OF SAID 1/4 SECTION 190.00 FEET TO A POINT; THENCE NORTH 8946'00" EAST 130.00 FEET TO A POINT; THENCE NORTH 0003'05 EAST 63.00 FEET TO THE POINT OF BEGINNING OF THE LANDS TO BE DESCRIBED; THENCE SOUTH 8946'00" WEST 110.00 FEET TO A POINT; THENCE NORTH 5542'46" WEST 55.00 FEET TO A POINT; THENCE NORTH 2435'29" WEST 102.00 FEET TO A POINT; THENCE NORTH 0003'05" EAST 102.00 FEET TO A POINT; THENCE NORTH 8242'20" EAST 29.64 FEET TO A POINT; THENCE NORTH 0741'45" EAST 87.07 FEET TO A POINT; THENCE NORTH 0717'40" WEST 98.12 FEET TO A POINT; THENCE NORTHEASTERLY 173.01 FEET ALONG THE SOUTH LINE OF THE CHICAGO & NORTHWESTERN TRANSPORTATION COMPANY RIGHT OF WAY AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTHWEST, WHOSE RADIUS IS 3969.83 FEET AND WHOSE CHORD BEARS NORTH 7836'40" EAST 173.00 FEET TO A POINT; THENCE SOUTH 0003'05" WEST 446.82 FEET TO THE POINT OF BEGINNING.

Document not for resale
HomeWiseDocs

NICOLET PARC CONDOMINIUM

CITY OF GLENDALE, MILWAUKEE COUNTY, WISCONSIN.



NOTES:

1. ALL AREAS WITHIN THE CONDOMINIUM AND OUTSIDE OF THE UNITS, EXCEPT THOSE AREAS DESIGNATED AS LIMITED COMMON ELEMENTS, ARE COMMON ELEMENTS.

2. REFER TO SECTION 8.1 OF THE DECLARATION OF CONDOMINIUM FOR DESCRIPTION OF THE LIMITED COMMON ELEMENTS.

3. BEARINGS ARE REFERENCED TO THE EAST LINE OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 8 NORTH, RANGE 22 EAST, WHICH BEARS SOUTH 00°03'05" EAST, WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE.

▒ – DENOTES LIMITED COMMON AREAS

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

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

JOHN P. CASUCCI,
REGISTERED LAND SURVEYOR S-2055

WISCONSIN JOHN P. CASUCCI S-2055 MILWAUKEE WIS. LAND SURVEYOR

DRIVEWAY EASEMENT DATA

NUMBER	DIRECTION	DISTANCE
L1	N00°03'05"E	45.00'
L2	N89°46'00"E	130.00'
L3	N89°46'00"E	153.68'
L4	N45°04'45"W	50.59'
L7	S00°03'05"W	201.45'

NUMBER	ARC=	RADIUS=	CHORD=
C5	39.00'	175.00	N06°27'53"W 38.93
C6	177.24'	175.00	N41°51'50"W 169.76

National Survey & Engineering
Telephone 414-781-1000
Facsimile 414-781-8466
Data 414-781-0614
Toll Free 800-642-7631
4125 N. 124th Street
Brookfield, Wisconsin
53005-1637

THIS INSTRUMENT DRAFTED BY JOHN P. CASUCCI, R.L.S., S-2055

SHEET 1 OF 4

Document not for resale
HomeWiseDocs

Document not for resale
HomeWiseDocs

NICOLET PARC CONDOMINIUM

CITY OF GLENDALE, MILWAUKEE COUNTY, WISCONSIN.

LEGAL DESCRIPTION OF NICOLET PARC CONDOMINIUM PROPERTY

PARCEL 2 OF CERTIFIED SURVEY MAP NO. 5823, BEING A DIVISION OF LANDS IN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 8 NORTH, RANGE 22 EAST, IN THE CITY OF GLENDALE, MILWAUKEE COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 29; THENCE SOUTH 00°03'05" EAST ALONG THE EAST LINE OF SAID 1/4 SECTION 1318.98 FEET TO A POINT; THENCE NORTH 89°46'00" EAST ALONG THE CENTERLINE OF WEST BENDER ROAD 66.00 FEET TO A POINT; THENCE NORTH 00°03'05" EAST AND PARALLEL TO THE EAST LINE OF SAID 1/4 SECTION 190.00 FEET TO THE POINT OF BEGINNING OF THE LANDS TO BE DESCRIBED; THENCE NORTH 56°09'00" WEST 53.43 FEET TO A POINT; THENCE SOUTH 89°55'16" WEST 660.16 FEET TO A POINT; THENCE NORTH 00°03'05" EAST 365.47 FEET TO A POINT; THENCE NORTHEASTERLY 868.71 FEET ALONG THE SOUTH LINE OF CHICAGO & NORTHWESTERN TRANSPORTATION COMPANY RIGHT OF WAY AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTH, WHOSE RADIUS IS 3969.83 FEET AND WHOSE CHORD BEARS NORTH 83°26'13" EAST 840.15 FEET TO A POINT; THENCE SOUTH 07°17'40" WEST 98.12 FEET TO A POINT; THENCE SOUTH 07°41'45" WEST 87.07 FEET TO A POINT; THENCE SOUTH 82°42'20" WEST 29.84 FEET TO A POINT; THENCE SOUTH 00°03'05" EAST 102.00 FEET TO A POINT; THENCE SOUTH 24°35'29" EAST 102.00 FEET TO A POINT; THENCE SOUTH 55°42'46" EAST 55.00 FEET TO A POINT; THENCE NORTH 89°46'00" EAST 110.00 FEET TO A POINT; THENCE SOUTH 00°03'05" WEST 63.00 FEET TO A POINT; THENCE SOUTH 89°46'00" WEST 130.00 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION OF NICOLET PARC CONDOMINIUM PROPERTY AND FUTURE EXPANSION LANDS

PARCELS 1, 2, 3 AND OUTLOT A OF CERTIFIED SURVEY MAP NO. 5823, BEING A DIVISION OF LANDS IN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 29, LOT 1 OF CERTIFIED SURVEY MAP NO. 853, BEING A PART OF THE NORTHWEST 1/4 OF SECTION 29, AND LANDS IN THE NORTHEAST 1/4 OF NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 8 NORTH, RANGE 22 EAST, IN THE CITY OF GLENDALE, MILWAUKEE COUNTY, WISCONSIN, ALL MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 29; THENCE SOUTH 00°03'05" EAST ALONG THE EAST LINE OF SAID 1/4 SECTION 1318.98 FEET TO A POINT; THENCE NORTH 89°46'00" EAST ALONG THE CENTER LINE OF WEST BENDER ROAD 66.00 FEET TO A POINT; THENCE NORTH 00°03'05" EAST AND PARALLEL TO THE EAST LINE OF SAID 1/4 SECTION 190.00 FEET TO A POINT OF BEGINNING OF THE LANDS TO BE DESCRIBED; THENCE NORTH 56°09'00" WEST 53.43 FEET TO A POINT; THENCE SOUTH 89°55'16" WEST 185.00 FEET TO A POINT; THENCE SOUTH 00°03'05" WEST 175.00 FEET TO A POINT; THENCE SOUTH 89°55'15" WEST ALONG THE NORTH LINE OF WEST BENDER ROAD 75.90 FEET TO A POINT; THENCE NORTH 00°03'05" EAST 98.00 FEET TO A POINT; THENCE SOUTH 89°55'16" WEST 100.00 FEET TO A POINT; THENCE NORTH 00°03'05" EAST 77.00 FEET TO A POINT; THENCE SOUTH 89°55'16" WEST 153.28 FEET TO A POINT; THENCE SOUTH 00°03'05" WEST 175.00 FEET TO A POINT; THENCE SOUTH 89°55'15" WEST ALONG THE NORTH LINE OF WEST BENDER ROAD 75.00 FEET TO A POINT; THENCE NORTH 00°03'05" EAST 175.00 FEET TO A POINT; THENCE SOUTH 89°55'16" WEST 60.00 FEET TO A POINT; THENCE SOUTH 00°03'05" WEST 220.00 FEET TO A POINT; THENCE SOUTH 89°55'15" WEST ALONG THE CENTERLINE OF WEST BENDER ROAD 30.00 FEET TO A POINT; THENCE NORTH 00°03'05" EAST 45.00 FEET TO A POINT; THENCE SOUTH 89°55'15" WEST ALONG THE NORTH LINE OF WEST BENDER ROAD 101.68 FEET TO A POINT; THENCE NORTH 00°03'05" EAST 200.00 FEET TO A POINT; THENCE SOUTH 89°55'15" WEST 8.32 FEET TO A POINT; THENCE NORTH 00°03'05" EAST 411.32 FEET TO A POINT; THENCE SOUTH 89°29'02" EAST 140.00 FEET TO A POINT; THENCE SOUTH 00°03'05" WEST 49.39 FEET TO A POINT; THENCE NORTHEASTERLY 841.73 FEET ALONG THE SOUTH LINE OF CHICAGO & NORTHWESTERN TRANSPORTATION COMPANY RIGHT OF WAY AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTH, WHOSE RADIUS IS 3969.83 FEET AND WHOSE CHORD BEARS NORTH 83°26'13" EAST 840.15 FEET TO A POINT; THENCE SOUTH 00°03'05" WEST 509.82 FEET TO A POINT; THENCE SOUTH 89°46'00" WEST 130.00 FEET TO THE POINT OF BEGINNING.
RESERVING 45.00 FEET LYING SOUTH OF THE NORTH LINE OF WEST BENDER ROAD FOR PUBLIC ROAD PURPOSES.

THIS INSTRUMENT WAS DRAFTED BY JOHN P. CASUCCI, R.L.S., S-2055

LEGAL DESCRIPTION OF NICOLET PARC CONDOMINIUM EXPANSION LANDS

PARCEL 1 OF CERTIFIED SURVEY MAP NO. 5823, BEING A DIVISION OF LANDS IN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHEAST 1/4 OF NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 8 NORTH, RANGE 22 EAST, IN THE CITY OF GLENDALE, MILWAUKEE COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF NORTHWEST 1/4 OF SAID SECTION 29; THENCE SOUTH 00°03'05" EAST ALONG THE EAST LINE OF SAID 1/4 SECTION 1318.98 FEET TO A POINT; THENCE NORTH 89°46'00" EAST ALONG THE CENTERLINE OF WEST BENDER ROAD 66.00 FEET TO A POINT; THENCE NORTH 00°03'05" EAST AND PARALLEL TO THE EAST LINE OF SAID 1/4 SECTION 190.00 FEET TO A POINT; THENCE NORTH 89°46'00" EAST 130.00 FEET TO A POINT; THENCE NORTH 00°03'05" EAST 63.00 FEET TO THE POINT OF BEGINNING OF THE LANDS TO BE DESCRIBED; THENCE SOUTH 89°46'00" WEST 110.00 FEET TO A POINT; THENCE NORTH 55°42'46" WEST 55.00 FEET TO A POINT; THENCE NORTH 24°35'29" WEST 102.00 FEET TO A POINT; THENCE NORTH 00°03'05" EAST 102.00 FEET TO A POINT; THENCE NORTH 82°42'20" EAST 29.84 FEET TO A POINT; THENCE NORTH 07°41'45" EAST 87.07 FEET TO A POINT; THENCE NORTH 07°17'40" WEST 98.12 FEET TO A POINT; THENCE NORTHEASTERLY 173.01 FEET ALONG THE SOUTH LINE OF THE CHICAGO & NORTHWESTERN TRANSPORTATION COMPANY RIGHT OF WAY AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTHWEST, WHOSE RADIUS IS 3969.83 FEET AND WHOSE CHORD BEARS NORTH 78°36'40" EAST 173.00 FEET TO A POINT; THENCE SOUTH 00°03'05" WEST 446.82 FEET TO THE POINT OF BEGINNING.

ALSO:
PARCEL 3 AND OUTLOT A OF CERTIFIED SURVEY MAP NO. 5823, BEING A DIVISION OF LANDS IN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 8 NORTH, RANGE 22 EAST, IN THE CITY OF GLENDALE, MILWAUKEE COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 29; THENCE SOUTH 00°03'05" WEST ALONG THE EAST LINE OF SAID 1/4 SECTION 1318.98 FEET TO A POINT; THENCE NORTH 89°46'00" EAST ALONG THE CENTERLINE OF WEST BENDER ROAD 66.00 FEET TO A POINT; THENCE NORTH 00°03'05" EAST AND PARALLEL TO THE EAST LINE OF SAID 1/4 SECTION 190.00 FEET TO A POINT; THENCE NORTH 56°09'00" WEST 53.43 FEET TO A POINT; THENCE SOUTH 89°55'16" WEST 185.00 FEET TO THE POINT OF BEGINNING OF THE LANDS TO BE DESCRIBED; THENCE SOUTH 00°03'05" WEST 175.00 FEET TO A POINT; THENCE SOUTH 89°55'15" WEST ALONG THE NORTH LINE OF WEST BENDER ROAD 75.90 FEET TO A POINT; THENCE NORTH 00°03'05" EAST 98.00 FEET TO A POINT; THENCE NORTH 00°03'05" EAST 77.00 FEET TO A POINT; THENCE NORTH 89°55'16" EAST 175.90 FEET TO THE POINT OF BEGINNING.

ALSO:
LOT 1 OF CERTIFIED SURVEY MAP NO. 853, BEING A DIVISION OF LANDS IN THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 8 NORTH, RANGE 22 EAST, IN THE CITY OF GLENDALE, MILWAUKEE COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 29; THENCE SOUTH 00°03'05" WEST ALONG THE EAST LINE OF SAID 1/4 SECTION 1318.98 FEET TO A POINT; THENCE NORTH 89°46'00" EAST ALONG THE CENTERLINE OF WEST BENDER ROAD 66.00 FEET TO A POINT; THENCE NORTH 00°03'05" EAST AND PARALLEL TO THE EAST LINE OF SAID 1/4 SECTION 190.00 FEET TO A POINT; THENCE NORTH 56°09'00" WEST 53.43 FEET TO A POINT; THENCE SOUTH 89°55'16" WEST 660.16 FEET TO THE POINT OF BEGINNING OF THE LANDS TO BE DESCRIBED; THENCE SOUTH 00°03'05" WEST 220.00 FEET TO A POINT; THENCE SOUTH 89°55'15" WEST ALONG THE CENTERLINE OF WEST BENDER ROAD 30.00 FEET TO A POINT; THENCE NORTH 00°03'05" EAST 45.00 FEET TO A POINT; THENCE SOUTH 89°55'15" WEST ALONG THE NORTH LINE OF WEST BENDER ROAD 101.68 FEET TO A POINT; THENCE NORTH 00°03'05" EAST 200.00 FEET TO A POINT; THENCE SOUTH 89°55'15" WEST 8.32 FEET TO A POINT; THENCE NORTH 00°03'05" EAST 411.32 FEET TO A POINT; THENCE SOUTH 89°29'02" EAST 140.00 FEET TO A POINT; THENCE SOUTH 00°03'05" WEST 434.88 FEET TO THE POINT OF BEGINNING.
RESERVING 45.00 FEET LYING SOUTH OF THE NORTH LINE OF WEST BENDER ROAD FOR PUBLIC ROAD PURPOSES.

INGRESS AND EGRESS EASEMENT FOR NICOLET PARC CONDOMINIUM PROPERTY

EASEMENT FOR THE BENEFIT OF CONDOMINIUM PROPERTY CREATED BY TEMPORARY DRIVEWAY EASEMENT AGREEMENT DATED AS OF NOVEMBER 6, 1991 AND RECORDED NOVEMBER 29, 1991 ON REEL 2692, IMAGE 288, AS DOCUMENT NO. 6546307, OVER, UPON, AND ACROSS THE FOLLOWING DESCRIBED LAND:
COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 29, TOWN 8 NORTH, RANGE 22 EAST, IN THE CITY OF GLENDALE, MILWAUKEE COUNTY, WISCONSIN; THENCE SOUTH 00°03'05" EAST ALONG THE WEST LINE OF SAID NORTHEAST 1/4 SECTION 1318.98 FEET TO A POINT ON THE CENTER LINE OF WEST BENDER ROAD; THENCE NORTH 89°46'00 EAST ALONG SAID CENTER LINE 66.00 FEET TO A POINT; THENCE NORTH 00°03'05" EAST 45.00 FEET TO A POINT ON THE NORTH LINE OF WEST BENDER ROAD; THENCE NORTH 89°46'00" EAST 130.00 FEET TO THE POINT OF BEGINNING OF THE LAND TO BE DESCRIBED; THENCE CONTINUING NORTH 89°46'00" EAST ALONG SAID NORTH LINE 153.68 FEET TO A POINT; THENCE NORTH 45°04'45" WEST 50.59 FEET TO A POINT; THENCE NORTHWESTERLY 39.00 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE WEST, WHOSE RADIUS IS 175.00 FEET, AND WHOSE CHORD BEARS NORTH 08°27'53" WEST 38.93 FEET TO A POINT; THENCE NORTHWESTERLY 177.24 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE WEST, WHOSE RADIUS IS 175.00 FEET, AND WHOSE CHORD BEARS NORTH 41°51'50" WEST 169.78 FEET TO A POINT; THENCE SOUTH 00°03'05 WEST 201.45 FEET TO THE POINT OF BEGINNING.

FUTURE EXPANSION PROVISIONS:

IN THE EVENT THAT CERTAIN OF THE PROPERTY DESCRIBED ABOVE IS NOT OWNED BY DECLARANT, DECLARANT SHALL NOT BE ENTITLED TO SO ADD SUCH PROPERTY NOT OWNED BY DECLARANT TO NICOLET PARC CONDOMINIUM AND THIS DECLARATION UNTIL DECLARANT OBTAINS OWNERSHIP OF THIS REAL PROPERTY OR DECLARANT'S RIGHTS HEREUNDER SHALL BE CONVEYED TO SUCH OWNER. BEING REFERENCED HEREIN AS FUTURE PHASES PROPERTY SHALL NOT IN ANY WAY CLOUD TITLE TO OR OTHERWISE ENCUMBER ANY SUCH PROPERTY NOT OWNED BY DECLARANT. BUT SHALL MERELY REFERENCE THE FACT THAT SUCH PROPERTY MAY BE ADDED TO NICOLET PARC CONDOMINIUM PURSUANT TO THIS SECTION 22 IF ACQUIRED BY DECLARANT OR IF DECLARANT'S RIGHTS HEREUNDER SHALL BE CONVEYED TO SUCH OWNER.

IN THE EVENT OF SUCH EXPANSION, DECLARANT OR ITS SUCCESSORS OR ASSIGNS SHALL BE ENTITLED TO CONSTRUCT ON THE PROPERTY DESCRIBED ABOVE AND TO EXPAND NICOLET PARC CONDOMINIUM, AND SUBMIT TO THE CONDOMINIUM FORM OF OWNERSHIP HEREUNDER, A MAXIMUM OF FORTY (40) ADDITIONAL CONDOMINIUM UNITS, OR ANY LESSER NUMBER, AND SUCH FACILITIES OR AMENITIES AS DECLARANT, ITS SUCCESSORS OR ASSIGNS, MAY DEEM APPROPRIATE, ALL OF WHICH, IF CONSTRUCTED, SHALL BE OF GENERALLY COMPARABLE DESIGN, CONSTRUCTION, QUALITY AND APPEARANCE AS THE ORIGINAL BUILDINGS CONSTRUCTED AND SUBMITTED TO THE CONDOMINIUM FORM OF OWNERSHIP HEREUNDER. ALL IMPROVEMENTS INTENDED FOR EACH FUTURE PHASE SHALL BE CONSTRUCTED IN A MANNER CONSISTENT WITH THE INITIAL IMPROVEMENTS AND SHALL BE SUBSTANTIALLY COMPLETED PRIOR TO EXPANSION OF THE RESPECTIVE FUTURE PHASES OF NICOLET PARC CONDOMINIUM. SUCH UNITS SHALL BE LOCATED GENERALLY AS SHOWN IN THE CONDOMINIUM PLAT, BUT FINAL LOCATION AND CONFIGURATION OF THE BUILDINGS AND UNITS SHALL BE AT THE SOLE DISCRETION OF THE DECLARANT. NICOLET PARC CONDOMINIUM MAY ULTIMATELY CONSIST OF A RESIDENTIAL CONDOMINIUM OF ONE HUNDRED TWELVE (112) UNITS IF THE MAXIMUM NUMBER OF UNITS IN THE FUTURE PHASES ARE SO ANNEXED TO NICOLET PARC CONDOMINIUM. ALL UNITS, UNIT OWNERS AND OCCUPANTS, AND THE COMMON ELEMENTS AND LIMITED COMMON ELEMENTS OF THE FUTURE PHASES, IF AND WHEN THE FUTURE PHASES ARE ANNEXED, SHALL BE IN ALL RESPECTS SUBJECT TO THE PROVISIONS, RESTRICTIONS, COVENANTS, TERMS AND CONDITIONS OF THE ACT, THIS DECLARATION, THE ARTICLES AND BY-LAWS OF THE ASSOCIATION, AND SUCH AMENDMENTS, RESTRICTIONS, RULES AND REGULATIONS AS MAY BE PROMULGATED THEREUNDER.

DECLARANT RESERVES THE RIGHT TO CHANGE THE LAYOUT, LOCATION, DIMENSIONS AND CONSTRUCTION DETAILS OF THE BUILDINGS, UNITS AND COMMON ELEMENTS SHOWN ON THE CONDOMINIUM PLAT WHICH ARE NOT FULLY CONSTRUCTED, PROVIDED THAT SUCH CHANGES SHALL NOT SUBSTANTIALLY ALTER THE NATURE AND QUALITY OF THE BUILDING AND UNITS.

National Survey & Engineering

SITE ADDRESS

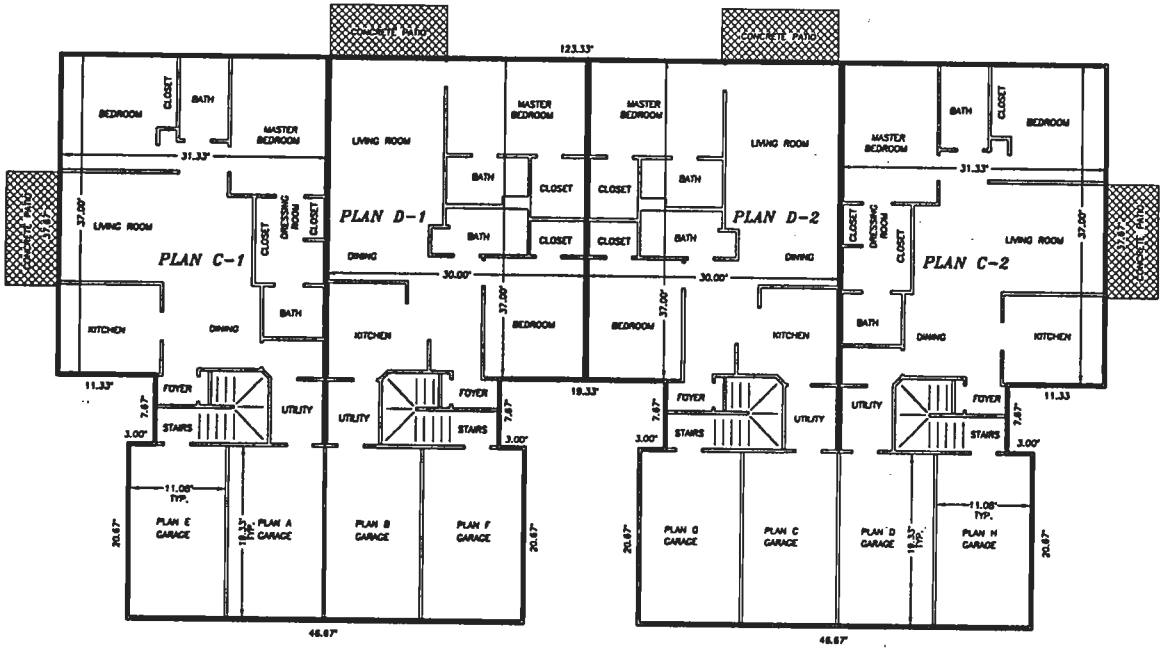
Telephone 414-781-1000
Facsimile 414-781-6468
Data 414-781-0614
Toll Free 800-642-7831
4128 N. 124th Street
Brookfield, Wisconsin
53005-1837

Document not for resale
HomeWiseDocs

Document not for resale
HomeWiseDocs

NICOLET PARC CONDOMINIUM

CITY OF GLENDALE, MILWAUKEE COUNTY, WISCONSIN.



FIRST FLOOR PLAN

Scale 1" = 10'

-DENOTES LIMITED COMMON AREAS

PLAN C-1
INCLUDES UNITS: 18, 20, 30, 46, 56, 60, 78, 86, 90

PLAN D-1
INCLUDES UNITS: 14, 22, 32, 44, 54, 62, 74, 84, 92

PLAN D-2
INCLUDES UNITS: 12, 24, 34, 42, 52, 64, 72, 82, 94

PLAN C-2
INCLUDES UNITS: 10, 26, 36, 40, 50, 66, 70, 80, 96

National Survey & Engineering

Telephone 414-781-1000
Facsimile 414-781-8466
Data 414-781-0514
Toll Free 800-642-7831
4125 N. 124th St.
Brookfield, Wisconsin
53005-1637

THIS INSTRUMENT WAS DRAFTED BY JOHN P. CASUCCI, R.L.S., S-2055

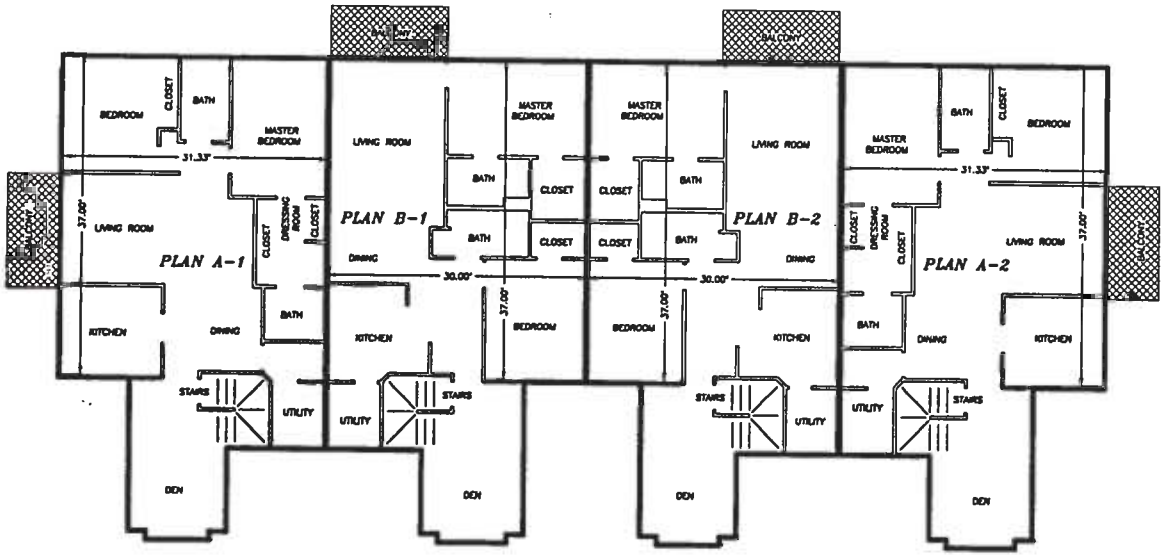
SHEET 3 OF

Document not for resale
HomeWiseDocs

Document not for resale
HomeWiseDocs

NICOLET PARC CONDOMINIUM

CITY OF GLENDALE, MILWAUKEE COUNTY, WISCONSIN.



= DENOTES LIMITED COMMON AREAS

PLAN A-1
INCLUDES UNITS: 17, 21, 31, 47, 57, 61, 77, 87, 91

PLAN B-1
INCLUDES UNITS: 15, 23, 33, 45, 55, 63, 75, 85, 93

PLAN B-2
INCLUDES UNITS: 13, 25, 35, 43, 53, 65, 73, 83, 95

PLAN A-2
INCLUDES UNITS: 11, 27, 37, 41, 51, 67, 71, 81, 97

SECOND FLOOR PLAN

Scale: 1" = 10'

National Survey & Engineering

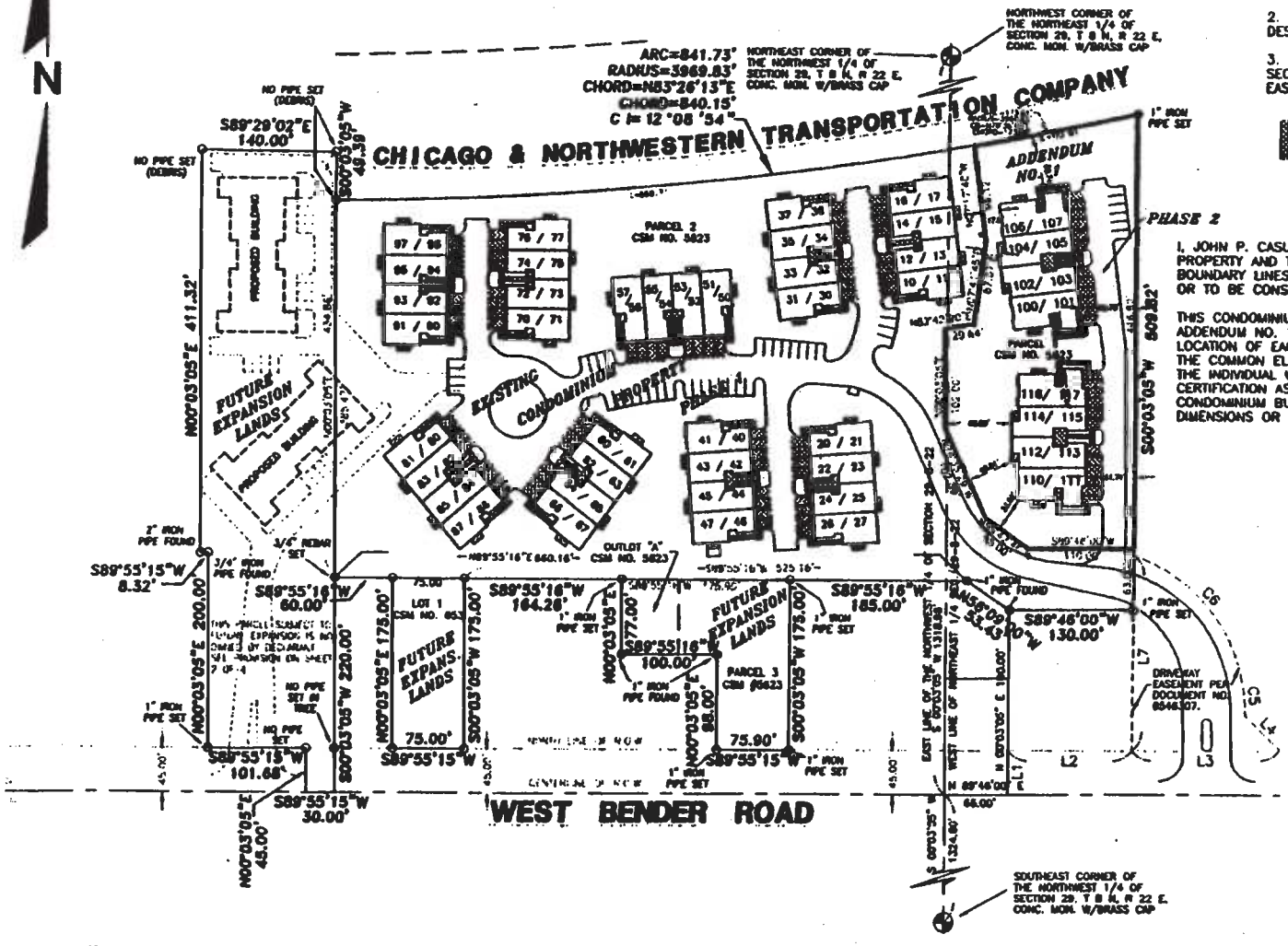
Telephone 414-781-1000
Facsimile 414-781-8466
Data 414-781-0614
Toll Free 800-842-7831
4125 N. 124th Street
Brookfield, Wisconsin
53005-1837

THIS INSTRUMENT WAS DRAFTED BY JOHN P. CASUCCI, R.L.S., S-2055

SHEET 4 OF 4

Document not for resale
HomeWiseDocs

NICOLET PARC CONDOMINIUM
ADDENDUM NO. 1 TO CONDOMINIUM PLAT
CITY OF GLENDALE, MILWAUKEE COUNTY, WISCONSIN.



NOTES:

1. ALL AREAS WITHIN THE CONDOMINIUM AND OUTSIDE OF THE UNITS, EXCEPT THOSE AREAS DESIGNATED AS LIMITED COMMON ELEMENTS, ARE COMMON ELEMENTS.

2. REFER TO SECTION 8.1 OF THE DECLARATION OF CONDOMINIUM FOR DESCRIPTION OF THE LIMITED COMMON ELEMENTS.

3. BEARINGS ARE REFERENCED TO THE EAST LINE OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 8 NORTH, RANGE 22 EAST, WHICH BEARS SOUTH 00°03'05" EAST.

– DENOTES LIMITED COMMON AREAS

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

THIS CONDOMINIUM PLAT IS A CORRECT REPRESENTATION OF NICOLET PARC CONDOMINIUM ADDENDUM NO. 1 AS PROPOSED AT THE DATE HEREOF, AND THE IDENTIFICATION AND PROPOSED LOCATION OF EACH UNIT AND THE COMMON ELEMENTS CAN BE DETERMINED FROM THE PLAT. THE COMMON ELEMENTS ARE DEFINED TO BE ALL OF THE CONDOMINIUM PROPERTY EXCEPT THE INDIVIDUAL UNITS DESCRIBED IN THIS PLAT. THE UNDERSIGNED SURVEYOR MAKES NO CERTIFICATION AS TO BE ACCURACY OF THE DIAGRAMMATIC FLOOR PLANS OF THE CONDOMINIUM BUILDING(S) AND UNITS CONTAINED IN THE PLAT OR THE APPROXIMATE DIMENSIONS OR FLOOR AREA THEREOF.

JOHN P. CASUCCI,
REGISTERED LAND SURVEYOR S-2055

DRIVEWAY EASEMENT DATA

NUMBER	DIRECTION	DISTANCE
L1	N00°03'05"E	45.00'
L2	N89°46'00"E	130.00'
L3	N89°46'00"E	153.68'
L4	N45°04'45"W	50.59'
L7	S00°03'05"W	201.45'

NUMBER	ARC=	RADIUS=	CHORD=
C5	39.00'	175.00	N06°27'53"W 38.93
C6	177.24'	175.00	N41°51'50"W 169.76

National Survey & Engineering
157815
ADDSITE/SPOP1C1H

THIS INSTRUMENT DRAFTED BY JOHN P. CASUCCI, R.L.S., S-2055

SHEET 1 OF 5

Document not for sale
HomeWiseDocs

NICOLET PARC CONDOMINIUM
ADDENDUM NO. 1 TO CONDOMINIUM PLAT

CITY OF GLENDALE, MILWAUKEE COUNTY, WISCONSIN.

LEGAL DESCRIPTION OF NICOLET PARC CONDOMINIUM PHASE 2

PARCEL 1 OF CERTIFIED SURVEY MAP NO. 5623, BEING A DIVISION OF LANDS IN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHEAST 1/4 OF NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 8 NORTH, RANGE 22 EAST, IN THE CITY OF GLENDALE, MILWAUKEE COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF NORTHWEST 1/4 OF SAID SECTION 29; THENCE SOUTH 00°03'05" WEST ALONG THE EAST LINE OF SAID 1/4 SECTION 1318.98 FEET TO A POINT; THENCE NORTH 89°46'00" EAST ALONG THE CENTERLINE OF WEST BENDER ROAD 66.00 FEET TO A POINT; THENCE NORTH 00°03'05" EAST AND PARALLEL TO THE EAST LINE OF SAID 1/4 SECTION 180.00 FEET TO A POINT; THENCE NORTH 89°46'00" EAST 130.00 FEET TO A POINT; THENCE NORTH 00°03'05" EAST 63.00 FEET TO THE POINT OF BEGINNING OF THE LANDS TO BE DESCRIBED; THENCE SOUTH 89°46'00" WEST 110.00 FEET TO A POINT; THENCE NORTH 55°42'48" WEST 55.00 FEET TO A POINT; THENCE NORTH 24°35'20" WEST 102.00 FEET TO A POINT; THENCE NORTH 00°03'05" EAST 102.00 FEET TO A POINT; THENCE NORTH 82°42'20" EAST 29.84 FEET TO A POINT; THENCE NORTH 07°41'45" EAST 67.07 FEET TO A POINT; THENCE NORTH 07°17'40" WEST 98.12 FEET TO A POINT; THENCE NORTHEASTERLY 173.01 FEET ALONG THE SOUTH LINE OF THE CHICAGO & NORTHWESTERN TRANSPORTATION COMPANY RIGHT OF WAY AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTHWEST, WHOSE RADIUS IS 3989.83 FEET AND WHOSE CHORD BEARS NORTH 78°36'40" EAST 173.00 FEET TO A POINT; THENCE SOUTH 00°03'05" WEST 448.82 FEET TO THE POINT OF BEGINNING.
CONTAINING 74,092 SQ. FT OR 1.7009 ACRES.

LEGAL DESCRIPTION OF NICOLET PARC CONDOMINIUM PHASE 1, NICOLET PARC CONDOMINIUM PHASE 2, AND FUTURE EXPANSION LANDS

PARCELS 1, 2, 3 AND OUTLOT A OF CERTIFIED SURVEY MAP NO. 5623, BEING A DIVISION OF LANDS IN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 29, LOT 1 OF CERTIFIED SURVEY MAP NO 653, BEING A PART OF THE NORTHWEST 1/4 OF SECTION 29, AND LANDS IN THE NORTHEAST 1/4 OF NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 8 NORTH, RANGE 22 EAST, IN THE CITY OF GLENDALE, MILWAUKEE COUNTY, WISCONSIN, ALL MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 29; THENCE SOUTH 00°03'05" WEST ALONG THE EAST LINE OF SAID 1/4 SECTION 1318.98 FEET TO A POINT; THENCE NORTH 89°46'00" EAST ALONG THE CENTER LINE OF WEST BENDER ROAD 66.00 FEET TO A POINT; THENCE NORTH 00°03'05" EAST AND PARALLEL TO THE EAST LINE OF SAID 1/4 SECTION 180.00 FEET TO THE POINT OF BEGINNING OF THE LANDS TO BE DESCRIBED; THENCE NORTH 56°09'00" WEST 53.43 FEET TO A POINT; THENCE SOUTH 89°55'16" WEST 185.00 FEET TO A POINT; THENCE SOUTH 00°03'05" WEST 175.00 FEET TO A POINT; THENCE SOUTH 89°55'15" WEST ALONG THE NORTH LINE OF WEST BENDER ROAD 75.90 FEET TO A POINT; THENCE NORTH 00°03'05" EAST 98.00 FEET TO A POINT; THENCE SOUTH 89°55'16" WEST 100.00 FEET TO A POINT; THENCE NORTH 00°03'05" EAST 77.00 FEET TO A POINT; THENCE SOUTH 89°55'16" WEST 164.26 FEET TO A POINT; THENCE SOUTH 00°03'05" WEST 175.00 FEET TO A POINT; THENCE SOUTH 89°55'15" WEST ALONG THE NORTH LINE OF WEST BENDER ROAD 75.00 FEET TO A POINT; THENCE NORTH 00°03'05" EAST 175.00 FEET TO A POINT; THENCE SOUTH 89°55'16" WEST 60.00 FEET TO A POINT; THENCE SOUTH 00°03'05" WEST 220.00 FEET TO A POINT; THENCE SOUTH 89°55'15" WEST ALONG THE CENTERLINE OF WEST BENDER ROAD 30.00 FEET TO A POINT; THENCE NORTH 00°03'05" EAST 45.00 FEET TO A POINT; THENCE SOUTH 89°55'15" WEST ALONG THE NORTH LINE OF WEST BENDER ROAD 101.68 FEET TO A POINT; THENCE NORTH 00°03'05" EAST 200.00 FEET TO A POINT; THENCE SOUTH 89°55'15" WEST 8.32 FEET TO A POINT; THENCE NORTH 00°03'05" EAST 411.32 FEET TO A POINT; THENCE SOUTH 89°29'02" EAST 140.00 FEET TO A POINT; THENCE SOUTH 00°03'05" WEST 49.39 FEET TO A POINT; THENCE NORTHEASTERLY 841.73 FEET ALONG THE SOUTH LINE OF CHICAGO & NORTHWESTERN TRANSPORTATION COMPANY RIGHT OF WAY AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTH, WHOSE RADIUS IS 3989.83 FEET AND WHOSE CHORD BEARS NORTH 83°26'13" EAST 840.15 FEET TO A POINT; THENCE SOUTH 00°03'05" WEST 509.82 FEET TO A POINT; THENCE SOUTH 89°46'00" WEST 130.00 FEET TO THE POINT OF BEGINNING.
RESERVING 45.00 FEET LYING SOUTH OF THE NORTH LINE OF WEST BENDER ROAD FOR PUBLIC ROAD PURPOSES.

THIS INSTRUMENT WAS DRAFTED BY JOHN P. CASUCCI, R.L.S., S-2055

LEGAL DESCRIPTION OF NICOLET PARC CONDOMINIUM EXPANSION LANDS

PARCEL 3 AND OUTLOT A OF CERTIFIED SURVEY MAP NO. 5623, BEING A DIVISION OF LANDS IN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 8 NORTH, RANGE 22 EAST, IN THE CITY OF GLENDALE, MILWAUKEE COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 29; THENCE SOUTH 00°03'05" WEST ALONG THE EAST LINE OF SAID 1/4 SECTION 1318.98 FEET TO A POINT; THENCE NORTH 89°46'00" EAST ALONG THE CENTERLINE OF WEST BENDER ROAD 66.00 FEET TO A POINT; THENCE NORTH 00°03'05" EAST AND PARALLEL TO THE EAST LINE OF SAID 1/4 SECTION 180.00 FEET TO A POINT; THENCE NORTH 56°09'00" WEST 53.43 FEET TO A POINT; THENCE SOUTH 89°55'16" WEST 185.00 FEET TO A POINT; THENCE SOUTH 00°03'05" WEST 175.00 FEET TO A POINT; THENCE SOUTH 89°55'15" WEST ALONG THE NORTH LINE OF WEST BENDER ROAD 75.00 FEET TO A POINT; THENCE NORTH 00°03'05" EAST 98.00 FEET TO A POINT; THENCE SOUTH 89°55'16" WEST 100.00 FEET TO A POINT; THENCE NORTH 00°03'05" EAST 77.00 FEET TO A POINT; THENCE SOUTH 89°55'16" WEST 164.26 FEET TO A POINT; THENCE SOUTH 00°03'05" WEST 175.00 FEET TO A POINT; THENCE SOUTH 89°55'15" WEST ALONG THE NORTH LINE OF WEST BENDER ROAD 75.00 FEET TO A POINT; THENCE NORTH 00°03'05" EAST 175.00 FEET TO A POINT; THENCE SOUTH 89°55'16" WEST 60.00 FEET TO A POINT; THENCE SOUTH 00°03'05" WEST 220.00 FEET TO A POINT; THENCE SOUTH 89°55'15" WEST ALONG THE CENTERLINE OF WEST BENDER ROAD 30.00 FEET TO A POINT; THENCE NORTH 00°03'05" EAST 45.00 FEET TO A POINT; THENCE SOUTH 89°55'15" WEST ALONG THE NORTH LINE OF WEST BENDER ROAD 101.68 FEET TO A POINT; THENCE NORTH 00°03'05" EAST 200.00 FEET TO A POINT; THENCE SOUTH 89°55'15" WEST 8.32 FEET TO A POINT; THENCE NORTH 00°03'05" EAST 411.32 FEET TO A POINT; THENCE SOUTH 89°29'02" EAST 140.00 FEET TO A POINT; THENCE SOUTH 00°03'05" WEST 434.86 FEET TO THE POINT OF BEGINNING.
RESERVING 45.00 FEET LYING SOUTH OF THE NORTH LINE OF WEST BENDER ROAD FOR PUBLIC ROAD PURPOSES. CONTAINING 65,168 SQ. FT. OR 1.8552 ACRES.

ALSO:
LOT 1 OF CERTIFIED SURVEY MAP NO. 853, BEING A DIVISION OF LANDS IN THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 8 NORTH, RANGE 22 EAST, IN THE CITY OF GLENDALE, MILWAUKEE COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 29; THENCE SOUTH 00°03'05" WEST ALONG THE EAST LINE OF SAID 1/4 SECTION 1318.98 FEET TO A POINT; THENCE NORTH 89°46'00" EAST ALONG THE CENTER-LINE OF WEST BENDER ROAD 66.00 FEET TO A POINT; THENCE NORTH 00°03'05" EAST AND PARALLEL TO THE EAST LINE OF SAID 1/4 SECTION 180.00 FEET TO A POINT; THENCE NORTH 56°09'00" WEST 53.43 FEET TO A POINT; THENCE SOUTH 89°55'16" WEST 825.19 FEET TO THE POINT OF BEGINNING OF THE LANDS TO BE DESCRIBED; THENCE SOUTH 00°03'05" WEST 175.00 FEET TO A POINT; THENCE SOUTH 89°55'15" WEST ALONG THE NORTH LINE OF WEST BENDER ROAD 75.00 FEET TO A POINT; THENCE NORTH 00°03'05" EAST 175.00 FEET TO A POINT; THENCE NORTH 89°55'16" EAST 75.00 FEET TO THE POINT OF BEGINNING. CONTAINING 13,125 SQ. FT. OR 0.3013 ACRES.

ALSO:
LANDS IN THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 8 NORTH, RANGE 22 EAST, IN THE CITY OF GLENDALE, MILWAUKEE COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 29; THENCE SOUTH 00°03'05" WEST ALONG THE WEST LINE OF SAID 1/4 SECTION 1318.98 FEET TO A POINT; THENCE NORTH 89°46'00" EAST ALONG THE CENTERLINE OF WEST BENDER ROAD 66.00 FEET TO A POINT; THENCE NORTH 00°03'05" EAST AND PARALLEL TO THE EAST LINE OF SAID 1/4 SECTION 180.00 FEET TO A POINT; THENCE NORTH 56°09'00" WEST 53.43 FEET TO A POINT; THENCE SOUTH 89°55'16" WEST 660.16 FEET TO THE POINT OF BEGINNING OF THE LANDS TO BE DESCRIBED; THENCE SOUTH 00°03'05" WEST 220.00 FEET TO A POINT; THENCE SOUTH 89°55'15" WEST ALONG THE CENTERLINE OF WEST BENDER ROAD 30.00 FEET TO A POINT; THENCE NORTH 00°03'05" EAST 45.00 FEET TO A POINT; THENCE SOUTH 89°55'15" WEST ALONG THE NORTH LINE OF WEST BENDER ROAD 101.68 FEET TO A POINT; THENCE NORTH 00°03'05" EAST 200.00 FEET TO A POINT; THENCE SOUTH 89°55'15" WEST 8.32 FEET TO A POINT; THENCE NORTH 00°03'05" EAST 411.32 FEET TO A POINT; THENCE SOUTH 89°29'02" EAST 140.00 FEET TO A POINT; THENCE SOUTH 00°03'05" WEST 434.86 FEET TO THE POINT OF BEGINNING.
RESERVING 45.00 FEET LYING SOUTH OF THE NORTH LINE OF WEST BENDER ROAD FOR PUBLIC ROAD PURPOSES. CONTAINING 65,168 SQ. FT. OR 1.8552 ACRES.

INGRESS AND EGRESS EASEMENT FOR NICOLET PARC CONDOMINIUM PROPERTY PHASE 1 AND PHASE 2

EASEMENT FOR THE BENEFIT OF CONDOMINIUM PROPERTY CREATED BY TEMPORARY DRIVEWAY EASEMENT AGREEMENT DATED AS OF NOVEMBER 6, 1991 AND RECORDED NOVEMBER 29, 1991 ON REEL 2682, IMAGE 288, AS DOCUMENT NO. 6546307, OVER, UPON, AND ACROSS THE FOLLOWING DESCRIBED LAND:
COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 29, TOWN 8 NORTH, RANGE 22 EAST, IN THE CITY OF GLENDALE, MILWAUKEE COUNTY, WISCONSIN; THENCE SOUTH 00°03'05" WEST ALONG THE WEST LINE OF SAID NORTHEAST 1/4 SECTION 1318.98 FEET TO A POINT ON THE CENTER LINE OF WEST BENDER ROAD; THENCE NORTH 89°46'00 EAST ALONG SAID CENTER LINE 66.00 FEET TO A POINT; THENCE NORTH 00°03'05" EAST 45.00 FEET TO A POINT ON THE NORTH LINE OF WEST BENDER ROAD; THENCE NORTH 89°46'00" EAST 130.00 FEET TO THE POINT OF BEGINNING OF THE LAND TO BE DESCRIBED; THENCE CONTINUING NORTH 89°46'00" EAST ALONG SAID NORTH LINE 153.68 FEET TO A POINT; THENCE NORTH 45°04'45" WEST 50.58 FEET TO A POINT; THENCE NORTHWESTERLY 30.00 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE WEST, WHOSE RADIUS IS 175.00 FEET, AND WHOSE CHORD BEARS NORTH 06°27'53" WEST 38.93 FEET TO A POINT; THENCE NORTHWESTERLY 177.24 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE WEST, WHOSE RADIUS IS 175.00 FEET, AND WHOSE CHORD BEARS NORTH 41°51'50" WEST 169.76 FEET TO A POINT; THENCE SOUTH 00°03'05" WEST 201.45 FEET TO THE POINT OF BEGINNING.
CONTAINING 10,117 SQ FT OR 0.4388 ACRES.

FUTURE EXPANSION PROVISIONS:

IN THE EVENT THAT CERTAIN OF THE PROPERTY DESCRIBED ABOVE IS NOT OWNED BY DECLARANT, DECLARANT SHALL NOT BE ENTITLED TO SO ADD SUCH PROPERTY NOT OWNED BY DECLARANT TO NICOLET PARC CONDOMINIUM AND THIS DECLARATION UNTIL DECLARANT OBTAINS OWNERSHIP OF THIS REAL PROPERTY OR DECLARANT'S RIGHTS HEREUNDER SHALL BE CONVEYED TO SUCH OWNER. BEING REFERENCED HEREIN AS FUTURE PHASES PROPERTY SHALL NOT IN ANY WAY CLOUD TITLE TO OR OTHERWISE ENCUMBER ANY SUCH PROPERTY NOT OWNED BY DECLARANT, BUT SHALL MERELY REFERENCE THE FACT THAT SUCH PROPERTY MAY BE ADDED TO NICOLET PARC CONDOMINIUM PURSUANT TO THIS SECTION 22 IF ACQUIRED BY DECLARANT OR IF DECLARANT'S RIGHTS HEREUNDER SHALL BE CONVEYED TO SUCH OWNER.

IN THE EVENT OF SUCH EXPANSION, DECLARANT OR ITS SUCCESSORS OR ASSIGNS SHALL BE ENTITLED TO CONSTRUCT ON THE PROPERTY DESCRIBED ABOVE AND TO EXPAND NICOLET PARC CONDOMINIUM, AND SUBMIT TO THE CONDOMINIUM FORM OF OWNERSHIP HEREUNDER, A MAXIMUM OF FORTY (40) ADDITIONAL CONDOMINIUM UNITS, OR ANY LESSER NUMBER, AND SUCH FACILITIES OR AMENITIES AS DECLARANT, ITS SUCCESSORS OR ASSIGNS, MAY DEEM APPROPRIATE, ALL OF WHICH, IF CONSTRUCTED, SHALL BE OF GENERALLY COMPARABLE DESIGN, CONSTRUCTION, QUALITY AND APPEARANCE AS THE ORIGINAL BUILDINGS CONSTRUCTED AND SUBMITTED TO THE CONDOMINIUM FORM OF OWNERSHIP HEREUNDER. ALL IMPROVEMENTS INTENDED FOR EACH FUTURE PHASE SHALL BE CONSTRUCTED IN A MANNER CONSISTENT WITH THE INITIAL IMPROVEMENTS AND SHALL BE SUBSTANTIALLY COMPLETED PRIOR TO EXPANSION OF THE RESPECTIVE FUTURE PHASES OF NICOLET PARC CONDOMINIUM. SUCH UNITS SHALL BE LOCATED GENERALLY AS SHOWN IN THE CONDOMINIUM PLAT, BUT FINAL LOCATION AND CONFIGURATION OF THE BUILDINGS AND UNITS SHALL BE AT THE SOLE DISCRETION OF THE DECLARANT. NICOLET PARC CONDOMINIUM MAY ULTIMATELY CONSIST OF A RESIDENTIAL CONDOMINIUM OF ONE HUNDRED TWELVE (112) UNITS IF THE MAXIMUM NUMBER OF UNITS IN THE FUTURE PHASES ARE SO ANNEXED TO NICOLET PARC CONDOMINIUM. ALL UNITS, UNIT OWNERS AND OCCUPANTS, AND THE COMMON ELEMENTS AND LIMITED COMMON ELEMENTS OF THE FUTURE PHASES, IF AND WHEN THE FUTURE PHASES ARE ANNEXED, SHALL BE IN ALL RESPECTS SUBJECT TO THE PROVISIONS, RESTRICTIONS, COVENANTS, TERMS AND CONDITIONS OF THE ACT, THIS DECLARATION, THE ARTICLES AND BY-LAWS OF THE ASSOCIATION, AND SUCH AMENDMENTS, RESTRICTIONS, RULES AND REGULATIONS AS MAY BE PROMULGATED THEREUNDER.

DECLARANT RESERVES THE RIGHT TO CHANGE THE LAYOUT, LOCATION, DIMENSIONS AND CONSTRUCTION DETAILS OF THE BUILDINGS, UNITS AND COMMON ELEMENTS SHOWN ON THE CONDOMINIUM PLAT WHICH ARE NOT FULLY CONSTRUCTED, PROVIDED THAT SUCH CHANGES SHALL NOT SUBSTANTIALLY ALTER THE NATURE AND QUALITY OF THE BUILDING AND UNITS.

National Survey & Engineering

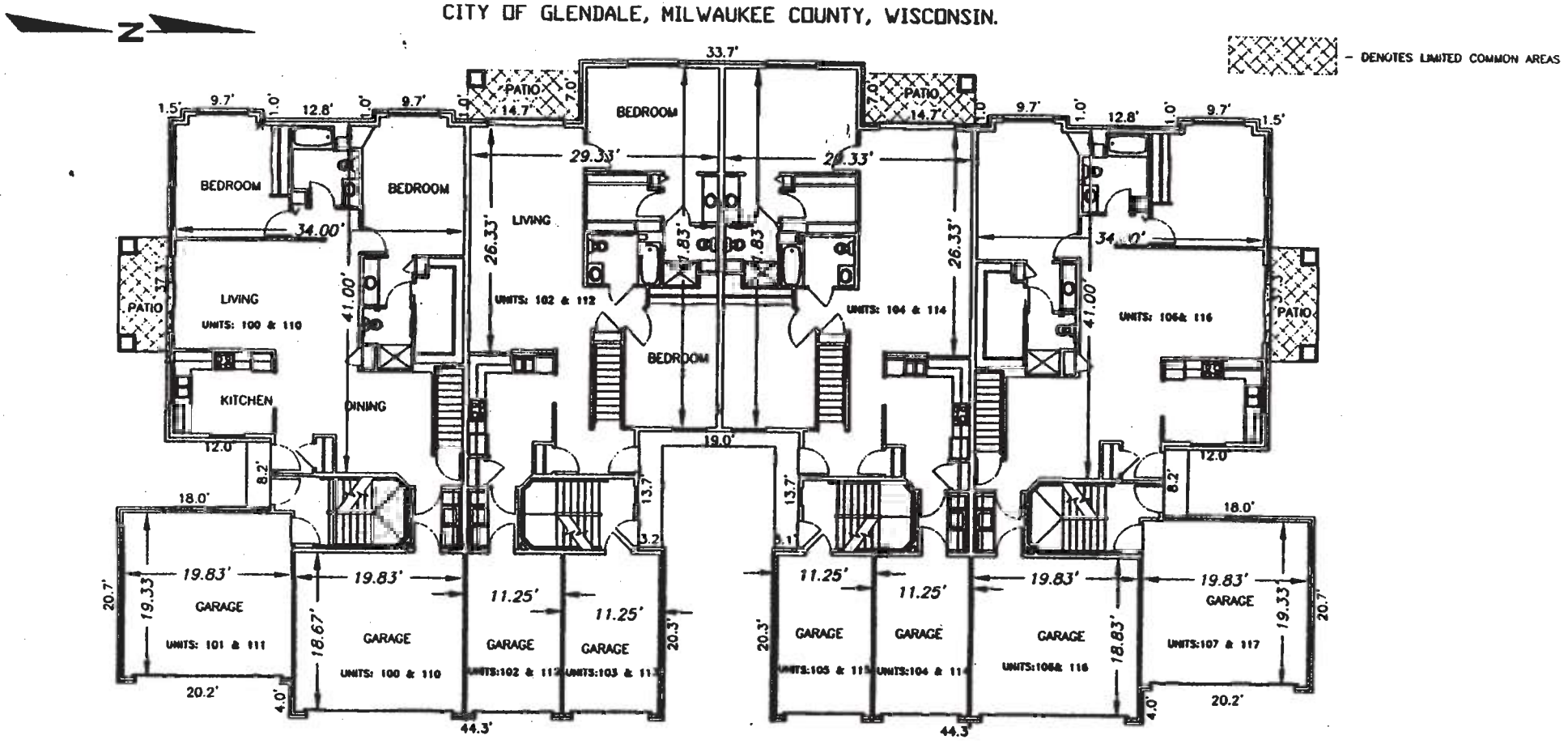
157613
A001/SPCP2C1H

Telephone 414-781-1000
Facsimile 414-781-8400
Data 414-781-0614
Toll Free 800-642-7831
4125 N. 124th Street
Brookfield, Wisconsin
53005-1837

Document not for resale
HomeWiseDocs

NICOLET PARC CONDOMINIUM
ADDENDUM NO. 1 TO CONDOMINIUM PLAT

CITY OF GLENDALE, MILWAUKEE COUNTY, WISCONSIN.



GRAPHIC SCALE

5 0 2.5 5 10 20

(IN FEET)

1 inch = 10 ft.

MAIN LEVEL PLAN

National Survey & Engineering

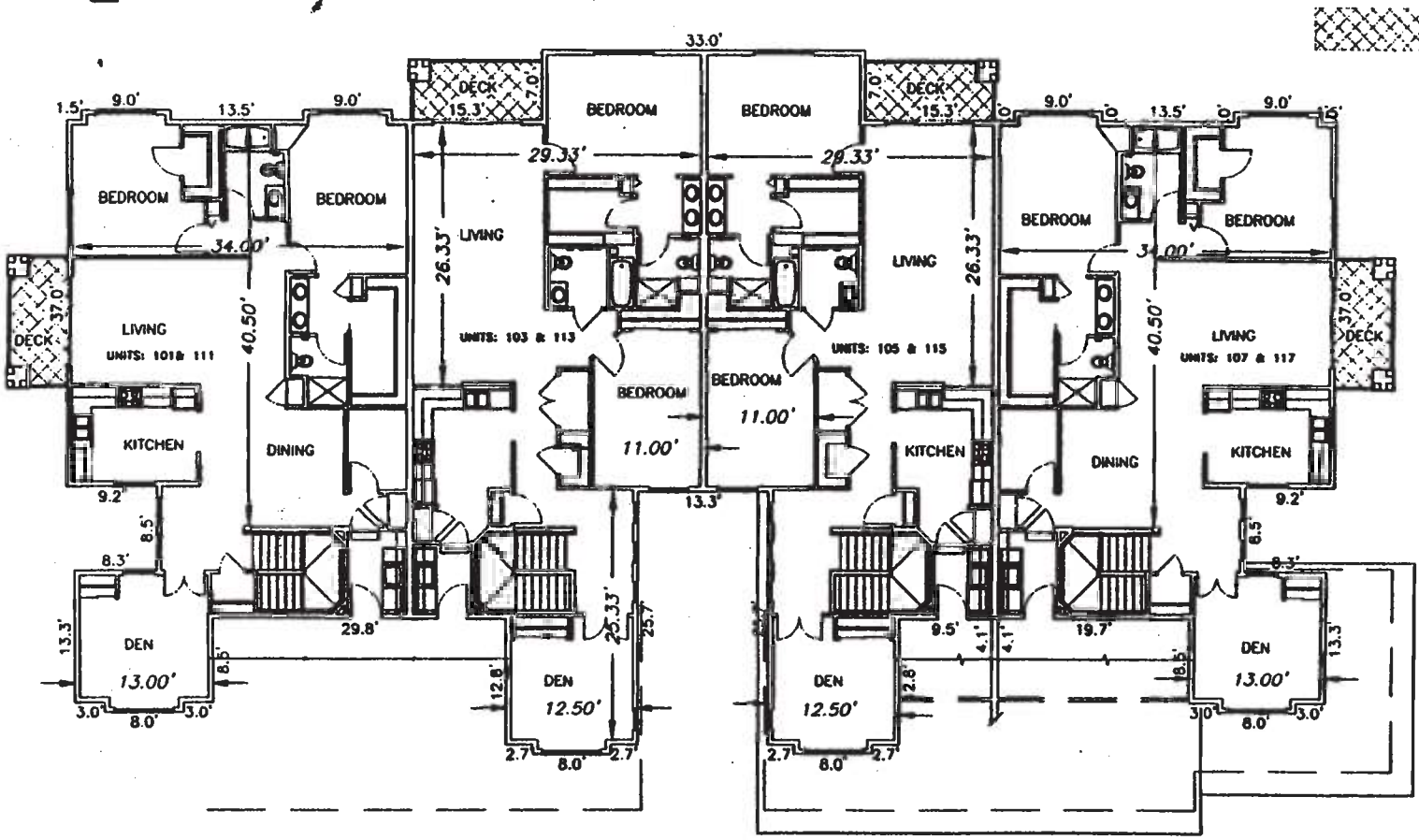
157615
ADDIFLOOR/SPCP3C10

THIS INSTRUMENT DRAFTED BY JOHN P. CASUCCI, R.L.S., S-2055

Document not for resale
HomeWiseDocs

NICOLET PARC CONDOMINIUM
ADDENDUM NO. 1 TO CONDOMINIUM PLAT

CITY OF GLENDALE, MILWAUKEE COUNTY, WISCONSIN.



UPPER LEVEL PLAN

GRAPHIC SCALE

5 0 2.5 5 10 20

(IN FEET)

1 inch = 10 ft.

National Survey & Engineering

157615
ADDIFLOOR/SPCP3C10

Telephone 414-781-0000
Facsimile 414-781-8466

18748 W. Bluemound Road
Suite 200
Brookfield, WI 53045-5838
www.nsae.com

THIS INSTRUMENT DRAFTED BY JOHN P. CASUCCI, R.L.S., S-2055

SHEET 5 OF

Document not for resale
HomeWiseDocs

7394470	Condominium Declaration
Document Number	Document Title

REGISTER'S OFFICE } ss
Milwaukee County, Wis.
RECORDED AT 12 05 PM

JUL 17 1997
REEL 4097 IMAGE 657 to 684 incl.
Walter R. Bargalt REGISTER OF DEEDS

NICOLET PARC CONDOMINIUM

Declarant:

Legacy/Nicolet Parc, LLC
500 West Bender Road
Milwaukee, WI 53217

Agent:

Lawdock, Inc.
411 East Wisconsin Avenue
Suite 2550
Milwaukee, WI 53202-4497

Recording Area

Name and Return Address

Box 21K

Scott L. Langlois
Quarles & Brady
411 East Wisconsin Avenue
Milwaukee, WI 53202

162-9019

Parcel Identification Number (FIN)

7394470 #
RECORD 64.00

CONDOMINIUM DECLARATION

NICOLET PARC CONDOMINIUM

THIS DECLARATION is made pursuant to the Condominium Ownership Act of the State of Wisconsin, Chapter 703 of the Wisconsin Statutes (hereinafter sometimes referred to as the "Act") this 14th day of July, 1997, by Legacy/Nicolet Parc LLC, a Wisconsin limited liability company (hereinafter referred to as "Declarant").

1. **STATEMENT OF DECLARATION.**

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

MKE\2290484.03

6400

Document not for resale
HomeWiseDocs

Declarant hereby declares that it is the sole owner of the real property described in Section 4 hereof, together with all buildings and improvements thereon or to be constructed thereon (hereinafter referred to as "the Property") which is hereby submitted to the condominium form of ownership as provided in the Act and this Declaration. All provisions hereof shall be deemed to run with the land and shall constitute benefits and burdens to the Declarant, its successors and assigns, and to all parties hereafter having any interest in the Property.

2. **NAME AND ADDRESS.**

The real estate described in Section 4 and all buildings and improvements thereon and thereto shall be known as **NICOLET PARC CONDOMINIUM.** The address of the Condominium is 500 West Bender Road, Milwaukee, Wisconsin 53217.

3. **EXPANDABLE CONDOMINIUM.**

Declarant intends to develop **NICOLET PARC CONDOMINIUM** in phases, so that in addition to the real estate and improvements described in Section 4 and submitted to the condominium form of ownership hereunder, Declarant may declare and annex to **NICOLET PARC CONDOMINIUM** certain additional real estate and improvements, in the manner provided in Section 22 herein. **NICOLET PARC CONDOMINIUM** may ultimately consist of a residential condominium of up to 112 Units (as hereinafter defined) if all proposed expansions are accomplished. In the event such expansions are accomplished, the percentage of undivided ownership interest of each Unit owner in the common elements, voting rights, and each Unit owner's share of common expenses will be changed to include additional Unit owners and the additional property and improvements included in **NICOLET PARC CONDOMINIUM.**

4. **LEGAL DESCRIPTION.**

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

BEING PARCEL 2 OF CERTIFIED SURVEY MAP NO. 5623, BEING A DIVISION OF LANDS IN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 8 NORTH, RANGE 22 EAST, IN THE CITY OF GLENDALE, MILWAUKEE COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 29; THENCE SOUTH 00°03'05" EAST ALONG THE EAST LINE OF SAID 1/4 SECTION 1318.98 FEET TO A POINT; THENCE NORTH 89°46'00" EAST ALONG THE CENTERLINE OF WEST BENDER ROAD 66.00 FEET TO A POINT; THENCE NORTH 00°03'05" EAST AND PARALLEL TO THE EAST LINE OF SAID 1/4 SECTION

Doc Yr: 2011Doc# 07394470 Page# 2 of 28

Document not for resale
HomeWiseDocs

190.00 FEET TO THE POINT OF BEGINNING OF THE LANDS TO BE DESCRIBED; THENCE NORTH 56°09'00" WEST 53.43 FEET TO A POINT; THENCE SOUTH 89°55'16" WEST 660.16 FEET TO A POINT; THENCE NORTH 00°03'05" EAST 385.47 FEET TO A POINT; THENCE NORTHEASTERLY 668.71 FEET ALONG THE SOUTH LINE OF CHICAGO & NORTHWESTERN TRANSPORTATION COMPANY RIGHT OF WAY AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTH, WHOSE RADIUS IS 3969.83 FEET AND WHOSE CHORD BEARS NORTH 83°26'13" EAST 840.15 FEET TO A POINT; THENCE SOUTH 07°17'40" WEST 98.12 FEET TO A POINT; THENCE SOUTH 07°41'45" WEST 87.07 FEET TO A POINT; THENCE SOUTH 82°42'20" WEST 29.64 FEET TO A POINT; THENCE SOUTH 00°03'05" EAST 102.00 FEET TO A POINT; THENCE SOUTH 24°35'29" EAST 102.00 FEET TO A POINT; THENCE SOUTH 55°42'46" EAST 55.00 FEET TO A POINT; THENCE NORTH 89°46'00" EAST 110.00 FEET TO A POINT; THENCE SOUTH 00°03'05" WEST 63.00 FEET TO A POINT; THENCE SOUTH 89°46'00" WEST 130.00 FEET TO THE POINT OF BEGINNING.

5. DEFINITION AND DESCRIPTION OF UNITS.

5.1 **Number.** Seventy-two (72) residential condominium units are hereby declared in **NICOLET PARC CONDOMINIUM** (individually a "Unit" and collectively the "Units").

5.2 **Definition.** A Unit is that separate area within a building intended for independent, private use, comprised of one or more cubicles of air at one or more levels of space, having outer boundaries formed by the interior surfaces of the perimeter walls, floors, and ceilings, including the windows, window frames, doors and door frames of the Units, as said boundaries are shown in the Condominium Plat attached hereto, together with all fixtures and improvements therein contained, and including an enclosed parking garage and the enclosed stairways leading up to the Units located on the second levels of the buildings as a part of each Unit, as shown on the Condominium Plat.

5.3 **Identification.** The Units are designated by the numbers as set forth on the Condominium Plat. The Unit designations and locations and floor plans for the Units are as set forth in the Condominium Plat attached hereto. The approximate dimensions and floor area of each Unit, number of rooms, immediate Common Elements (as hereinafter defined) to which the Units have access, and further details identifying and describing the Units are as set forth in the Condominium Plat.

6. DESCRIPTION AND LOCATION OF BUILDINGS.

There are nine (9) main buildings on the real estate described in Section 4 above, each of which contains eight (8) single-family residential condominium Units. There is also a small utility shed building on this real estate. The buildings are located on the

Document not for resale
HomeWiseDocs

real estate as indicated on the Condominium Plat. The buildings containing Units constructed upon the Property are two (2) stories in height, include an indoor parking garage as a part of each Unit, and are constructed principally with a prefabricated wood floor and roof truss framing system with an exterior comprised of face brick on the first story, simulated stucco on the second story and painted cedar siding trim, overhang and fascia. Floor plans of the Units are attached hereto as a part of the Condominium Plat.

7. **COMMON ELEMENTS AND FACILITIES.**

7.1 **Description.** The common elements ("Common Elements") shall consist of all of the **NICOLET PARC CONDOMINIUM**, except the individual Units and fixtures therein, as defined hereunder, and shall include, without limitation, the land on which the buildings are located; the private roadways, building structures and exteriors, perimeter and bearing walls; common sidewalks, driveways and walkways; building roofs; foundations; pipes; ducts; electrical wiring and conduits; utility services; public utility lines; master television cable or antenna and lines; water mains and lines, sewer laterals; outside walls; girders, beams and supports; the landscaping comprising or which may comprise the Property; and all other improvements and appurtenances.

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

7.3 **Association Easement and Option to Purchase.** Access to the Property from Bender Road is pursuant to a Temporary Driveway Easement Agreement dated November 6, 1991 by and between the City of Glendale, the Village of Fox Point and the Village of Whitefish Bay, Wisconsin ("Grantor") and Nicolet Parc Partnership (a predecessor in title to Declarant) recorded in the deed records of Milwaukee County on Reel 2662, Image 288 as Document No. 6546307 (the "Driveway Easement"). The Driveway Easement provides that it may be terminated by Grantor giving written notice of termination at least one year prior to the effective date of such termination. There is an Option and Right of First Refusal between the Grantor and Nicolet Parc Partnership recorded November 29, 1991 on Reel 2662, Image 299 as Document No. 6546308 (the "Option"), which

Document not for resale
HomeWiseDocs

provides in the event Grantor terminates the Driveway Easement, the Option may be exercised within ninety (90) days after the date Declarant receives notice that Grantor intends to terminate the Driveway Easement, which Option allows the purchase of the property described in the Option to provide access from the Property to Bender Road, at the price set forth in the Option. Declarant hereby assigns all of its right, title and interest under the Driveway Easement and the Option to the Association, for the benefit of all of the Unit owners. In the event of the exercise of this Option by the Association, the Association shall be responsible for the payment of the purchase price thereunder to the Grantor.

8. LIMITED COMMON ELEMENTS.

8.1 Description. A portion of the Common Elements are designated as "Limited Common Elements," as shown in the Condominium Plat. Such Limited Common Elements shall be reserved for the exclusive and pursuant use of the owner or occupant of the Unit to which they are appurtenant, to the exclusion of all other Units in **NICOLET PARC CONDOMINIUM.** Such Limited Common Elements consist of the patios for the first story Units and balconies for second story Units, the walkways leading up to the doors of each Unit, the parking areas located in front of the garages appurtenant to and part of each Unit, and such other Limited Common Elements as may be identified in the Condominium Plat.

8.2 Use. The manner of use of the Limited Common Elements shall be governed by the By-Laws of, and such rules and regulations as may be established by, the Association, and no Unit owner shall alter, remove, repair, paint, decorate, landscape or adorn any Limited Common Element, or permit such, in any manner contrary to such By-Laws and rules and regulations. No major or structural changes or alterations shall be made by any Unit owner to any of the Limited Common Elements without the prior written approval of the Association, which approval may be given upon such terms and conditions as the Association deems appropriate.

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

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

Document not for resale
HomeWiseDocs

The initial percentage of such undivided ownership interest in the Common Elements and Limited Common Elements relating to each Unit and its owner for all purposes, including voting and proportionate payment of common expenses, shall be determined by dividing the number one (1) by the number seventy-two (72), or approximately 1.38888%.

The percentage of such ownership of the Common Elements and Limited Common Elements shall be subject to change and adjustment in the event of annexation of additional properties and improvements to **NICOLET PARC CONDOMINIUM**, as provided in Section 22 herein, and new percentages shall be shown in any amendment to this Declaration. The percentage ownership interest in the Common Elements for all Unit owners upon annexation to the Condominium as set forth in Section 22 herein shall be determined by dividing the number one (1) by the total number of Units then comprising **NICOLET PARC CONDOMINIUM**.

10. ASSOCIATION OF UNIT OWNERS.

10.1 Membership, Duties and Obligations. All Unit owners shall be entitled and required to be a member of an association of Unit owners to be known as Nicolet Parc Condominium Association, Ltd. (the "Association") which shall be responsible for carrying out the purposes of this Declaration, including the exclusive management and control of the Common Elements and Limited Common Elements. Such Association shall be incorporated as a non-stock corporation under the laws of the State of Wisconsin. Each Unit owner and the occupants of the Units shall abide by and be subject to all of the rules, regulations, duties and obligations of this Declaration and the By-Laws and rules and regulations of the Association.

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

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

Document not for resale
HomeWiseDocs

10.3 **Declarant Control.** Notwithstanding any other provisions herein contained, Declarant, its successors and assigns, shall have the right at its option to appoint and remove the members of the Board of Directors and officers of the Association and to amend the By-Laws or rules and regulations of the Association, until the earlier of: (a) ten (10) years from the date of first sale of a Unit by Declarant, (b) thirty (30) days after the conveyance of seventy-five percent (75%) of the Common Element interest to purchasers by Declarant, or (c) until such earlier time as may be determined by Declarant, subject in each case to provisions of the Act. The percentage in (b) above shall be calculated with the assumption that all Units to be completed are included in the Condominium, including those in Future Phases. Each owner of a Unit in **NICOLET PARC CONDOMINIUM** shall be deemed by acceptance of any deed to any Unit to agree, approve, and consent to the right of Declarant to so control the Association.

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

10.5 **Association Records.** The Association shall have current copies of this Declaration, the Articles of Incorporation and the By-Laws of the Association, the Condominium Plat, any rules or regulations affecting **NICOLET PARC CONDOMINIUM,** and the Association's books, records and financial statements available for inspection during normal business hours by Unit owners or by holders, insurers or guarantors of first mortgages secured by condominium Units in **NICOLET PARC CONDOMINIUM.** Upon written request, the Association shall provide a written financial statement for the preceding fiscal year to any such holder, insurer or guarantor of a first mortgage secured by a Unit in **NICOLET PARC CONDOMINIUM.** The Association shall make available to prospective purchasers current copies of the Declaration, By-Laws of the Association, any rules and regulations affecting **NICOLET PARC CONDOMINIUM** and the most recent financial statement of the Association during normal business hours.

11. **RESIDENTIAL PURPOSE.**

The condominium buildings and the Units therein contained are intended for and restricted exclusively to residential uses as governed by the terms and conditions contained herein and the By-Laws of the Association. Notwithstanding the foregoing, the Declarant reserves the right, at its option and in its sole discretion, to use and occupy various Units, selected by the Declarant, as "model" Units and sales offices, to the exclusive use of the small shed building as shown on the Condominium Plat, and to

Doc Yr: 2011Doc# 07394470 Page# 7 of 28

Document not for resale
HomeWiseDocs

designate reserved parking spaces to be used in connection with Declarant's sale activities and to direct prospective buyers to parking areas, until such time as all annexations provided for in Section 22 herein have been completed by Declarant, or all Units have been sold, or until such earlier time as may be determined by Declarant.

12. **REPAIRS AND MAINTENANCE.**

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

12.2 **Common Elements.** The Association shall be responsible for the management and control of the Common Elements and Limited Common Elements, and shall cause the same to be kept in good, clean, attractive and sanitary condition, order, and repair. Without in any way limiting the foregoing, this shall include all routine painting, repair, and maintenance of building exteriors, including walls and roof, garage exteriors, and repair and maintenance of walkways and driveways, as is all more fully set forth in the By-Laws. All expenses of maintenance of the Common Elements shall be a common expense of the Association. The Association shall have control over all additions, improvements and alterations to Common Elements and Limited Common Elements. Individual Unit owners may make alterations or additions to Common Elements or Limited Common Elements, upon application to and prior approval by the Association. Individual Unit owners shall be responsible at their sole expense for maintenance, repair and upkeep of all such individual additions, improvements, alterations and changes made to

Doc Yr: 2011Doc# 07394470 Page# 8 of 28

Document not for resale
HomeWiseDocs

the Common Elements or Limited Common Elements. In the event any repair or maintenance of the Common Elements is necessitated by reason of the negligence or misuse of a Unit owner or the guest or agent of a Unit owner, such expense shall be charged and specially assessed against the responsible Unit owner, unless such loss is covered by insurance.

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

12.4 **Prohibition Against Structural Changes by Owner.** A Unit owner shall not, without first obtaining the written consent of the Association, make or permit to be made any structural alterations, changes or improvements to his or her Unit, or in or to the exterior of any building or any Common Elements or Limited Common Elements, or make or install any improvements or equipment which may affect other Units or the owners of other Units. A Unit owner shall not perform, or allow to be performed, any act or work which will impair the structural soundness or integrity of the buildings or Units, or the safety of the Property, or impair any easement or property right, without the prior written consent of the Association.

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

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

13. **NO SUBDIVISION.**

No Unit in **NICOLET PARC CONDOMINIUM** may be subdivided or separated and no relocation of boundaries between adjoining Units shall be allowed except pursuant to such standards as may be promulgated by and with the consent of the Association.

Doc Yr: 2011Doc# 07394470 Page# 9 of 28

Document not for resale
HomeWiseDocs

14. DESTRUCTION AND RECONSTRUCTION.

In the event of a partial or total damage or destruction of a building or buildings or any other part of the Common Elements, such shall be repaired and rebuilt as soon as practicable and substantially to the same design, plan and specifications as originally built, so as to be compatible with the remainder of **NICOLET PARC CONDOMINIUM**. However, in the case of damage or destruction, the repair or reconstruction of which would exceed available insurance proceeds, the Association may determine not to rebuild or repair by affirmative vote and written consent of at least 75% of the votes in the Association within 90 days of the date of the damage or destruction. In such event, the Property shall be subject to an action for partition and shall be partitioned pursuant to §703.18 of the Wisconsin Statutes, providing for distribution of net proceeds of sale of the Property and net proceeds of insurance in proportion to the undivided percentage ownership interests in the Common Elements and in accordance with the priority of interests in each Unit, and the Association shall be dissolved.

On reconstruction, the design, plan and specifications of any building or Unit may vary from that of the original upon approval of the Association, provided, however, that the number of square feet of any Unit may not vary by more than five percent (5%) from the number of square feet for such Unit as originally constructed, and the location of the building shall be substantially the same as prior to damage or destruction. The proceeds of any insurance provided by the Association and collected for such damage or destruction shall be available to the Association for the purpose of repair or reconstruction, as provided in Section 15 hereof. The Association shall have the right to levy assessments as a common expense against all Unit owners in the event that the proceeds of any insurance collected are insufficient to pay the estimated or actual costs of repair or reconstruction.

15. INSURANCE.

15.1 **Units.** Individual Unit owners shall provide insurance for the interior of their respective Units and all fixtures and improvements contained therein. Premiums for such insurance shall be an individual expense of the respective Unit owners.

15.2 **Common Elements.** The Association shall provide and maintain fire and broad form extended coverage insurance on the buildings, improvements, and any other Common Elements and Limited Common Elements in an amount not less than the full replacement value thereof from time to time. Such insurance shall be obtained in the name of the Association as trustee for each of the Unit owners and their respective mortgagees in the percentages established in this Declaration, as their interests may appear. Premiums shall be a common expense.

Doc Yr: 2011Doc# 07394470 Page# 10 of 28

Document not for resale
HomeWiseDocs

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

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

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

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

16. **LIABILITY FOR COMMON EXPENSES.**

Doc Yr: 2011Doc# 07394470 Page# 11 of 28

Document not for resale
HomeWiseDocs

The costs of administration of the Association, insurance, repair, maintenance and other expenses of the buildings, improvements, the Common Elements and Limited Common Elements, including common services provided to the Unit owners such as professional management services, trash removal, sewer, snow removal, and repair and maintenance of landscaping, walkways, private roadways, driveways, driveway lights, and parking areas, shall be paid for by the Association. The Association shall make assessments against the Unit owners and the Units for such common expenses in accordance with the percentage of the undivided interest in the Common Elements relating to each Unit, in the manner provided in the By-Laws of the Association. No Unit owner may exempt himself or herself or his or her Unit ownership from liability for his or her contribution toward the common expenses by waiver of the use or enjoyment of any of the Common Elements or Limited Common Elements or services or by abandonment of his or her Unit or because of a dispute over services provided or not provided by the Association; and no conveyance shall relieve the Unit owner-grantor or his or her Unit of such liability, and he or she shall be jointly, severally and personally liable along with his or her grantee in any such conveyance for the common expenses incurred up to the date of sale, until all expenses charged to his or her Unit have been paid. The Association shall be responsible for the management and control of the Common Elements and Limited Common Elements, and no Unit owner shall have any "self help" rights regarding the Common Elements or Limited Common Elements or any right to reimbursement from the Association for any purported benefit conferred upon any Common Element or Limited Common Element by any Unit owner without the explicit consent of the Association.

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

If a Unit owner defaults in any payment, the Association shall take appropriate measures as provided by law. The defaulting Unit owner shall be responsible for all costs incurred by the Association in seeking to enforce payment including the Association's actual attorney fees. Unit owners shall be both personally liable for assessments and a lien shall be imposed against such owner's Unit for same; provided, however, such lien shall be subordinate to the lien of a first mortgage recorded prior to the due date of the delinquent assessment. Liens for unpaid assessments as provided in

Document not for resale
HomeWiseDocs

the Act shall also extend to and secure interest, fines and reasonable costs of collection including attorneys' fees incurred by the Association incident to the collection of assessments or enforcement of liens. The Association may purchase a Unit upon the foreclosure of its lien. A lien for assessments will not be affected by the sale or transfer of a Unit, provided that the foreclosure of a first mortgage lien extinguishes the lien for any assessments payable prior to such foreclosure sale.

17. **PARTITION OF COMMON ELEMENTS PROHIBITED.**

There shall be no partition of the Common Elements and Limited Common Elements through judicial proceedings or otherwise, except as otherwise provided in this Declaration, until this Declaration is terminated and the Property is withdrawn from its terms or from the terms of the 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 said single Unit as between such co-owners. No Unit may be subdivided or separated except pursuant to such standards as may be promulgated by and with the consent of the Association.

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

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

19. **EASEMENTS, RESERVATIONS AND ENCROACHMENTS.**

19.1 **Utilities.** Easements are hereby declared and granted for the benefit of the Unit owners and the Association and reserved for the benefit of the Declarant for utility purposes, including the right to install, lay, maintain, repair and replace water lines and pipes, sewer lines, gas mains, telephone wires and equipment, master television antenna system or cable wires and equipment, and electrical conduits and wires and equipment, including power transformers, over, under, along and on any part of the Common Elements, to service the Property or the property described in Section 22 herein. The Association or the Declarant has the right to grant easements for utilities as provided above under, through or over

Document not for resale
HomeWiseDocs

the Common Elements which are reasonably necessary to the ongoing development and operation of **NICOLET PARC CONDOMINIUM.**

19.2 **Encroachments.** In the event that by reason of the construction, reconstruction, repair, settlement, movement or shifting of any building, or the design or construction of any Unit, any part of the Common Elements or Limited Common Elements, encroaches or shall hereafter encroach upon any part of any Unit, or any part of any Unit encroaches or shall hereafter encroach upon any part of the Common Elements or Limited Common Elements, or any portion of any Unit encroaches upon any part of any other Unit, valid easements for the maintenance of such encroachment are hereby established and shall exist for the benefit of such Unit so long as all or any part of the building containing such Unit shall remain standing, and Unit and Common Element boundaries shall be as provided in the Act. Provided, however, that in no event shall a valid easement for any encroachment be created in favor of the owner of any Unit or in favor of the owner or owners of the Common Elements or Limited Common Elements, if such encroachment occurred due to the willful and knowing conduct of said owner or owners.

19.3 **Rights of Ingress and Egress.** Each Unit owner shall have an unrestricted right of ingress and egress to and from his or her Unit that shall be perpetual and pass with the Unit upon transfers of ownership.

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

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

20.1 **Rights of Action.** If any Unit owner fails to comply with this Declaration or the By-Laws or decisions made by the Association, the Association or any other Unit owner may sue such Unit owner for damages caused by the failure or for injunctive relief. In addition, the Association shall have the enforcement authority contained in the By-Laws of the Association. If the Association fails to comply with this Declaration or the By-Laws, any Unit owner may sue the Association for damages caused by such failure.

20.2 **No Waiver.** The failure of the Association to insist, in any one or more instances, upon the strict performance of any of

Document not for resale
HomeWiseDocs

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

21. **AMENDMENTS TO DECLARATION.**

21.1 **General.** Except as otherwise provided by the Act with respect to termination of the condominium form of ownership, and except as provided in Section 22 herein and in Section 21.2 below, this Declaration may be amended only with the written consent of Unit owners with not less than two-thirds (2/3) of the votes in the Association. A Unit owner's written consent is not effective unless it is approved by the mortgagee of the Unit, if any. Prior to completion of construction and initial sale of all Units by Declarant, the consent in writing of the Declarant, its successors or assigns, shall also be required. No amendment shall alter or abrogate the rights of Declarant as contained in this Declaration. Amendments shall be executed by the President of the Association and shall become effective when recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin. A copy of the amendment shall be recorded with the Office of the Register of Deeds for Milwaukee County, and a copy of the amendment shall also be mailed or personally delivered to each Unit owner at his or her address on file with the Association. If the Department of Veterans Affairs has approved **NICOLET PARC CONDOMINIUM**, and while the Declarant is in control of the Association, any amendment, except an amendment to expand **NICOLET PARK CONDOMINIUM** as provided in Section 22 herein, shall be approved by the Secretary of the Department of Veterans Affairs prior to recordation. This approval right will include any amendment to merge **NICOLET PARC CONDOMINIUM** with a successor condominium regime.

21.2 **Material Amendments.** Amendments of a material nature, in addition to requiring the written consent of not less than two-thirds (2/3) of the total votes in the Association shall also require approval by Eligible Mortgagees (as hereinafter defined) who represent at least 51% of the votes of Unit owners that are subject to such mortgages. A change to any provision of this Declaration related to the following matters is defined as "material":

21.2.1 Voting rights;

Doc Yr: 2011Doc# 07394470 Page# 15 of 28 Document not for resale HomeWiseDocs

21.2.2 Increases in assessments which exceed 25% of the previously assessed amount, assessment liens, or the priority of assessment liens:

21.2.3 Reductions in reserves for maintenance, repair, and replacement of common areas;

21.2.4 Responsibility for maintenance and repairs;

21.2.5 Reallocation of interests in the Common Elements or the Limited Common Elements, or rights to their use;

21.2.6 Redefinition of any Unit boundaries;

21.2.7 Convertibility of Units into Common Elements or vice versa;

21.2.8 Expansion or contraction of **NICOLET PARC CONDOMINIUM**, or the addition, annexation, or withdrawal of property to or from **NICOLET PARC CONDOMINIUM** (except as provided in Section 22 hereof);

21.2.9 Insurance or fidelity bond requirements;

21.2.10 Further imposition of restrictions on leasing of Units;

21.2.11 Imposition of any restrictions on a Unit owner's right to sell or transfer his or her Unit;

21.2.12 A decision by the Association to establish self-management when professional management had been required previously by **NICOLET PARC CONDOMINIUM's** documents or by an Eligible Mortgagee;

21.2.13 Restoration or repair of **NICOLET PARC CONDOMINIUM** (after damage or partial condemnation) in a manner other than that specified in **NICOLET PARC CONDOMINIUM** documents;

21.2.14 Any action or omission serving to abandon or terminate the legal status of **NICOLET PARC CONDOMINIUM** whether after substantial destruction or condemnation or otherwise; and

21.2.15 Any provisions that expressly benefit mortgage holders, insurers, or guarantors.

22. EXPANSIONS OF NICOLET PARC CONDOMINIUM.

22.1 **Right to Expand.** Declarant hereby reserves the right and option unto itself, its successors or assigns, in its sole discretion, within a period of seven (7) years after the date of recording this Declaration in the Office of the Register of Deeds

Document not for resale
HomeWiseDocs

for Milwaukee County, Wisconsin, to expand and add to **NICOLET PARC CONDOMINIUM**, and include as property subject to this Declaration, in any sequence whatsoever, all or any part of the real estate and improvements described below and described as Future Phases in the Condominium Plat attached hereto:

PARCEL 1 OF CERTIFIED SURVEY MAP NO. 5623, BEING A DIVISION OF LANDS IN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHEAST 1/4 OF NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 8 NORTH, RANGE 22 EAST, IN THE CITY OF GLENDALE, MILWAUKEE COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF NORTHWEST 1/4 OF SAID SECTION 29; THENCE SOUTH 00°03'05" EAST ALONG THE EAST LINE OF SAID 1/4 SECTION 1318.98 FEET TO A POINT; THENCE NORTH 89°46'00" EAST ALONG THE CENTERLINE OF WEST BENDER ROAD 66.00 FEET TO A POINT; THENCE NORTH 00°03'05" EAST AND PARALLEL TO THE EAST LINE OF SAID 1/4 SECTION 190.00 FEET TO A POINT; THENCE NORTH 89°46'00" EAST 130.00 FEET TO A POINT; THENCE NORTH 00°03'05" EAST 63.00 FEET TO THE POINT OF BEGINNING OF THE LANDS TO BE DESCRIBED; THENCE SOUTH 89°46'00" WEST 110.00 FEET TO A POINT; THENCE NORTH 55°42'46" WEST 55.00 FEET TO A POINT; THENCE NORTH 24°35'29" WEST 102.00 FEET TO A POINT; THENCE NORTH 00°03'05" EAST 102.00 FEET TO A POINT; THENCE NORTH 82°42'20" EAST 29.64 FEET TO A POINT; THENCE NORTH 07°41'45" EAST 87.07 FEET TO A POINT; THENCE NORTH 07°17'40" WEST 98.12 FEET TO A POINT; THENCE NORTH-EASTERLY 173.01 FEET ALONG THE SOUTH LINE OF THE CHICAGO & NORTHWESTERN TRANSPORTATION COMPANY RIGHT OF WAY AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTHWEST, WHOSE RADIUS IS 3969.83 FEET AND WHOSE CHORD BEARS NORTH 78°36'40" EAST 173.00 FEET TO A POINT; THENCE SOUTH 00°03'05" WEST 446.82 FEET TO THE POINT OF BEGINNING.

ALSO:
PARCEL 3 AND OUTLOT A OF CERTIFIED SURVEY MAP NO.5623, BEING A DIVISION OF LANDS IN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 8 NORTH, RANGE 22 EAST, IN THE CITY OF GLENDALE, MILWAUKEE COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 29; THENCE SOUTH 00°03'05" WEST ALONG THE EAST LINE OF SAID 1/4 SECTION 1318.98 FEET TO A POINT; THENCE NORTH 89°46'00" EAST ALONG THE CENTERLINE OF WEST BENDER ROAD 66.00 FEET TO A POINT; THENCE NORTH 00°03'05" EAST AND PARALLEL TO THE EAST LINE OF SAID 1/4 SECTION 190.00 FEET TO A POINT; THENCE NORTH 56°09'00" WEST 53.43 FEET TO A POINT; THENCE SOUTH 89°55'16" WEST 185.00 FEET TO THE POINT OF BEGINNING OF THE LANDS TO BE DESCRIBED; THENCE SOUTH 00°03'05" WEST 175.00 FEET TO A POINT;

Doc Yr: 2011Doc# 07394470 Page# 17 of 28
Document not for resale
HomeWiseDocs

THENCE SOUTH 89°55'15" WEST ALONG THE NORTH LINE OF WEST BENDER ROAD 75.90 FEET TO A POINT; THENCE NORTH 00°03'05" EAST 98.00 FEET TO A POINT; THENCE SOUTH 89°55'16" WEST 100.00 FEET TO A POINT; THENCE NORTH 00°03'05" EAST 77.00 FEET TO A POINT; THENCE NORTH 89°55'16" EAST 175.90 FEET TO THE POINT OF BEGINNING.

ALSO:
LOT 1 OF CERTIFIED SURVEY MAP NO. 653, BEING A DIVISION OF LANDS IN THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 8 NORTH, RANGE 22 EAST, IN THE CITY OF GLENDALE, MILWAUKEE COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 29; THENCE 00°03'05" WEST ALONG THE EAST LINE OF SAID 1/4 SECTION 1318.98 FEET TO A POINT; THENCE NORTH 89°46'00" EAST ALONG THE CENTERLINE OF WEST BENDER ROAD 66.00 FEET TO A POINT; THENCE NORTH 00°03'05" EAST AND PARALLEL TO THE EAST LINE OF SAID 1/4 SECTION 190.00 FEET TO A POINT; THENCE NORTH 56°09'00" WEST 53.43 FEET TO A POINT; THENCE SOUTH 89°55'16" WEST 525.16 FEET TO THE POINT OF BEGINNING OF THE LANDS TO BE DESCRIBED; THENCE SOUTH 00°03'05" WEST 175.00 FEET TO A POINT; THENCE SOUTH 89°55'15" WEST ALONG THE NORTH LINE OF WEST BENDER ROAD 75.00 FEET TO A POINT; THENCE NORTH 00°03'05" EAST 175.00 FEET TO A POINT; THENCE NORTH 89°55'16" EAST 75.00 FEET TO THE POINT OF BEGINNING.

ALSO:
LANDS IN THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 8 NORTH, RANGE 22 EAST, IN THE CITY OF GLENDALE, MILWAUKEE COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 29; THENCE SOUTH 00°03'05" EAST ALONG THE EAST LINE OF SAID 1/4 SECTION 1318.98 FEET TO A POINT; THENCE NORTH 89°46'00" EAST ALONG THE CENTERLINE OF WEST BENDER ROAD 66.00 FEET TO A POINT; THENCE NORTH 00°03'05" EAST AND PARALLEL TO THE EAST LINE OF SAID 1/4 SECTION 190.00 FEET TO A POINT; THENCE NORTH 56°09'00" WEST 53.43 FEET TO A POINT; THENCE SOUTH 89°55'16" WEST 660.16 FEET TO THE POINT OF BEGINNING OF THE LANDS TO BE DESCRIBED; THENCE SOUTH 00°03'05" WEST 220.00 FEET TO A POINT; THENCE SOUTH 89°55'15" WEST ALONG THE CENTERLINE OF WEST BENDER ROAD 30.00 FEET TO A POINT; THENCE NORTH 00°03'05" EAST 45.00 FEET TO A POINT; THENCE SOUTH 89°55'15" WEST ALONG THE NORTH LINE OF WEST BENDER ROAD 101.68 FEET TO A POINT; THENCE NORTH 00°03'05" EAST 200.00 FEET TO A POINT; THENCE SOUTH 89°55'15" WEST 8.32 FEET TO A POINT; THENCE NORTH 00°03'05" EAST 411.32 FEET TO A POINT; THENCE SOUTH 89°29'02" EAST 140.00 FEET TO A POINT; THENCE SOUTH 00°03'05" WEST 434.86 FEET TO THE POINT OF

Document not for resale
HomeWiseDocs

BEGINNING. RESERVING 45.00 FEET LYING SOUTH OF THE NORTH LINE OF WEST BENDER ROAD FOR PUBLIC ROAD PURPOSES.

In the event that certain of the property described above is not owned by Declarant, Declarant shall not be entitled to so add such property not owned by Declarant to **NICOLET PARC CONDOMINIUM** and this Declaration until Declarant obtains ownership of this real property or Declarant's rights hereunder shall be conveyed to such owner. Being referenced herein as Future Phases property shall not in any way cloud title to or otherwise encumber any such property not owned by Declarant, but shall merely reference the fact that such property may be added to **NICOLET PARC CONDOMINIUM** pursuant to this Section 22 if acquired by Declarant or if Declarant's rights hereunder shall be conveyed to such owner.

In the event of such expansion, Declarant or its successors or assigns shall be entitled to construct on the property described above and to expand **NICOLET PARC CONDOMINIUM**, and submit to the condominium form of ownership hereunder, a maximum of forty (40) additional condominium units, or any lesser number, and such facilities or amenities as Declarant, its successors or assigns, may deem appropriate, all of which, if constructed, shall be of generally comparable design, construction, quality and appearance as the original buildings constructed and submitted to the condominium form of ownership hereunder. All improvements intended for each Future Phase shall be constructed in a manner consistent with the initial improvements and shall be substantially completed prior to expansion of the respective Future Phases of **NICOLET PARC CONDOMINIUM.** Such units shall be located generally as shown in the Condominium Plat, but final location and configuration of the buildings and units shall be at the sole discretion of the Declarant. **NICOLET PARC CONDOMINIUM** may ultimately consist of a residential condominium of one hundred twelve (112) Units if the maximum number of units in the Future Phases are so annexed to **NICOLET PARC CONDOMINIUM.** All Units, Unit owners and occupants, and the Common Elements and Limited Common Elements of the Future Phases, if and when the Future Phases are annexed, shall be in all respects subject to the provisions, restrictions, covenants, terms and conditions of the Act, this Declaration, the Articles and By-Laws of the Association, and such amendments, restrictions, rules and regulations as may be promulgated thereunder.

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

22.2 **Adjustment to Percentage Ownership in Common Elements.** Upon the effective date of any such expansion, or any one in a series of expansions, the percentage of the aggregate undivided interest in the Common Elements and Limited Common Elements

Document not for resale
HomeWiseDocs

relating to each Unit and its owners, shall be adjusted and reallocated between all Unit owners for all purposes, including ownership, common surplus, and the proportionate share of common expenses to be paid by each Unit, as set forth in Section 9 herein. Such percentages shall pertain to the prior condominium Property as well as the Future Phases property then annexed and added to **NICOLET PARC CONDOMINIUM**. Each Unit, including units in any expansion, shall be entitled to one (1) vote in the Association per Unit. In the event that the maximum number of Units are included in **NICOLET PARC CONDOMINIUM**, the minimum percentage ownership per Unit in the Common Elements and Limited Common Elements shall be determined by dividing the number one (1) by the number one hundred twelve (112) or approximately .89286%.

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

22.4 **Existing Mortgages.** Upon the effective date of any expansion, the interest of any mortgagee of a Unit shall attach to the new percentage interest in the Common Elements appurtenant to the mortgaged Unit.

22.5 **Failure to Annex or Expand.** No portion or portions of the Future Phases property shall be subject to any of the provisions of **NICOLET PARC CONDOMINIUM** instruments unless and until an Amendment to the Declaration is recorded by Declarant annexing such portion or portions to **NICOLET PARC CONDOMINIUM**. Nothing contained in this Section 22 shall be deemed to place any obligation on the Declarant, its successors or assigns, with respect to accomplishment of any annexation of the Future Phases property, or expansion of **NICOLET PARC CONDOMINIUM**, nor shall anything contained herein be deemed to grant or create a right in

Document not for resale
HomeWiseDocs

Unit owners under this Declaration with respect to such annexation or expansion.

22.6 **Easements.** Declarant expressly declares, reserves and excepts access, development, construction and utility easements across the lands subject to this Declaration including property hereafter annexed to **NICOLET PARC CONDOMINIUM** for the benefit of, and as necessary in connection with, the development and use of the Future Phases property. Included in this reservation are easements for purposes of access and rights-of-ways across Phase I and property hereafter annexed to **NICOLET PARC CONDOMINIUM** for the benefit of Future Phases property and other property adjoining the Future Phases property owned by Declarant, and as may be necessary in connection with development, construction, sale and use of Future Phases property and other property adjoining the Future Phases property, which easements shall be effective whether or not the said Future Phases property or any part thereof is ultimately annexed to **NICOLET PARC CONDOMINIUM.** Each Unit owner, by acceptance of any deed to any Unit hereunder, shall be deemed to grant to the Declarant, its successors or assigns, an irrevocable Power of Attorney, coupled with an interest, to execute and record all documents and legal instruments necessary to implement the provisions and intent of this paragraph. The easements here reserved shall be continuing covenants running with the land subject hereto, and shall become effective upon the first conveyance of all or any part of the Property described in Section 4 above by Declarant, provided such conveyance is pursuant and subject to the Act.

23. **NOTICES.**

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

24. **RESIDENT AGENT.**

The Resident Agent for the Condominium shall be Lawdock, Inc., 411 East Wisconsin Avenue, Suite 2550, Milwaukee, Wisconsin 53202-4497, or such other person or entity as may be designated from time to time by the Board of Directors of the Association, which designation shall be filed with the Secretary of State of the State of Wisconsin. A designation of a Resident Agent in replacement of said Agent shall be filed by the Association within thirty (30)

Document not for resale
HomeWiseDocs

days after the date Declarant has sold all Units in the Condominium, or at such earlier time as may be requested by said Agent. The Association may designate successors to the Resident Agent by affirmative vote of the Unit owners with a majority of the votes present or represented by proxy at a meeting of the Association at which a quorum is in attendance.

25. **MORTGAGEE RIGHTS.**

25.1 The holder, insurer or guarantor of any first mortgage or land contract upon a Unit in **NICOLET PARC CONDOMINIUM** ("Mortgagee"), upon the submission of a request to the Association in writing delivered to the Resident Agent (an "Eligible Mortgagee"), shall be entitled to receive written notice from the Association of the following matters:

25.1.1 Any condemnation or casualty loss that affects either a material portion of **NICOLET PARC CONDOMINIUM** or the Unit securing its mortgage;

25.1.2 Any sixty (60) day delinquency in the payment of assessments owed by the owner of the Unit on which it holds a mortgage or any breach of the provisions of any instrument or rule governing **NICOLET PARC CONDOMINIUM** which is not cured by such owner within sixty (60) days of such owner's receipt of notice of such breach;

25.1.3 A lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and

25.1.4 Any proposed action that requires the consent of a specified percentage of Eligible Mortgagees as specified below or in Article 21 hereof.

25.2 Except as provided by the Act, in the case of condemnation or substantial damage to or destruction of all or any part of the Property, the Association shall not, unless two-thirds (2/3) of the Eligible Mortgagees (based on one vote for each mortgage owned) have given their prior written consent:

25.2.1 Change the undivided percentage interest in the Common Elements of **NICOLET PARC CONDOMINIUM** appurtenant to any Unit, or the manner of making assessments for common expenses or the allocation of the distribution of insurance proceeds or condemnation awards based upon such percentage, except as may be permitted under Section 22 herein in the case of expansion of **NICOLET PARC CONDOMINIUM**;

25.2.2 Partition or subdivide any Unit or Common Elements of **NICOLET PARC CONDOMINIUM**; or

Doc Yr: 2011Doc# 07394470 Page# 22 of 28

Document not for resale
HomeWiseDocs

25.2.3 By act or omission seek to abandon or terminate **NICOLET PARC CONDOMINIUM** or encumber, sell, transfer or convey any part of the Common Elements of **NICOLET PARC CONDOMINIUM.**

25.2.4 Use hazard insurance proceeds for losses to any Units or Common Elements for other than the repair, replacement or reconstruction of such Units or Common Elements.

25.3 The termination of the legal status of **NICOLET PARC CONDOMINIUM** or removal of the Property from the provisions of the Act, for reasons other than substantial destruction or condemnation, shall not be effective unless agreed to by Eligible Mortgagees that represent at least 67% of the mortgaged Units, provided that such agreement may be deemed given in the event any Eligible Mortgagee fails to submit a response to any written proposal for an amendment within thirty (30) days after it receives notice of the proposal, provided the notice was delivered by certified or registered mail with return receipt requested.

25.4 To be entitled to receive notification as provided for herein and become an Eligible Mortgagee, an Eligible Mortgagee must send a written request to the Resident Agent of Association, stating its name, address and the Unit number or address on which it has a mortgage, insurance policy or guaranty.

25.5 A Mortgagee having a first mortgage and acquiring title to a Unit pursuant to remedies provided in its mortgage or by a deed in lieu of foreclosure following an owner's default under the mortgage shall not be liable for such Unit's unpaid assessments accruing prior to the Mortgagee's acquisition of title to the Unit.

26. **NUMBER AND GENDER.**

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

27. **CAPTIONS.**

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

28. **SEVERABILITY AND ASSIGNMENT.**

The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of the remaining portion of said provision or of any other provision hereof. Declarant may freely assign any and all rights provided to Declarant herein.

Document not for resale
HomeWiseDocs

IN WITNESS WHEREOF, the said Legacy/Nicolet Parc, LLC, a Wisconsin limited liability company, Declarant, has caused this document to be executed at Milwaukee, Wisconsin as of the date first set forth above.

LEGACY/NICOLET PARC, LLC, a
Wisconsin limited liability company

By: _____
Rod Engel, sole member

AUTHENTICATION

Signature of Rod Engel as sole member of Legacy/Nicolet Parc, LLC authenticated this 8th day of July, 1997.

_____
Scott L. Langlois
Title: Member, State Bar of Wisconsin

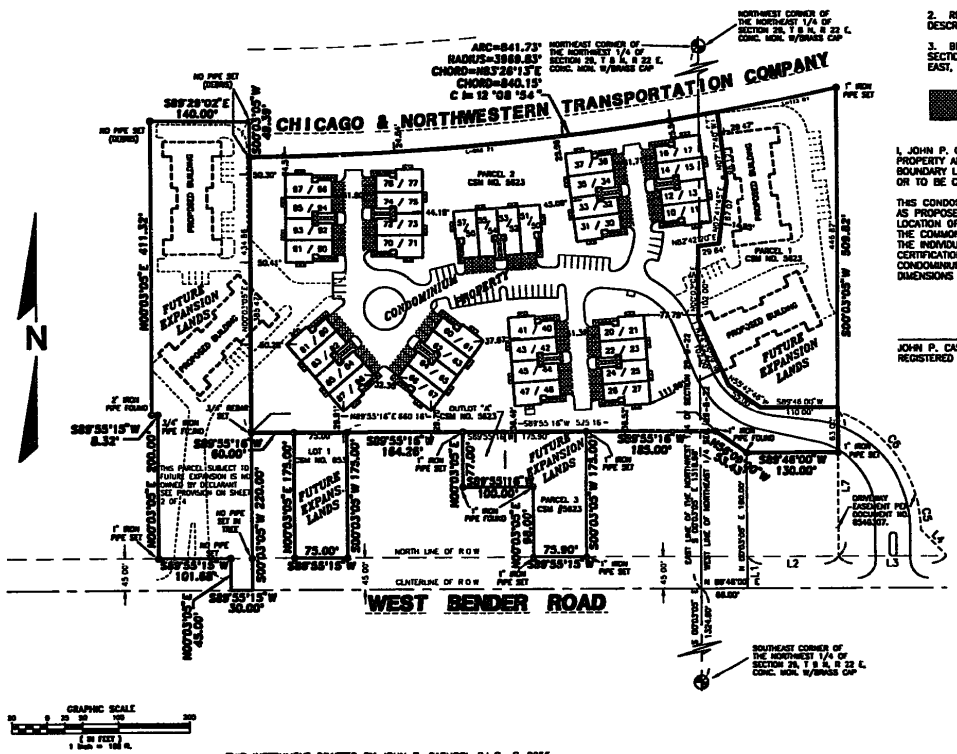
This instrument was drafted by:

Scott L. Langlois
Quarles & Brady
411 East Wisconsin Avenue
Milwaukee, Wisconsin 53202

Document not for resale
HomeWiseDocs

NICOLET PARC CONDOMINIUM

CITY OF GLENDALE, MILWAUKEE COUNTY, WISCONSIN.



NOTES:

1. ALL AREAS WITHIN THE CONDOMINIUM AND OUTSIDE OF THE UNITS, EXCEPT THOSE AREAS DESIGNATED AS LIMITED COMMON ELEMENTS, ARE COMMON ELEMENTS.
2. REFER TO SECTION 8.1 OF THE DECLARATION OF CONDOMINIUM FOR DESCRIPTION OF THE LIMITED COMMON ELEMENTS.
3. BEARINGS ARE REFERENCED TO THE EAST LINE OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 8 NORTH, RANGE 22 EAST, WHICH BEARS SOUTH 00°03'05" EAST, WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE.

– DENOTES LIMITED COMMON AREAS

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

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

WISCONSIN JOHN P. CASUCCI S-2055 LAND SURVEYOR

JOHN P. CASUCCI,
REGISTERED LAND SURVEYOR S-2055

DRIVEWAY EASEMENT DATA

NUMBER	DIRECTION	DISTANCE
L1	N00°03'05"E	45.00'
L2	N89°46'00"E	130.00'
L3	N89°46'00"E	153.68'
L4	N45°04'45"W	50.59'
L7	S00°03'05"W	201.45'

NUMBER	ARC=	RADIUS=	CHORD=
C5	39.00'	175.00	N06°27'53"W 38.93
C6	177.24'	175.00	N41°51'50"W 169.76

National Survey & Engineering

Telephone 414-781-1000
Facsimile 414-781-8498
Data 414-781-0014
Toll Free 800-942-7531
4125 N. 124th Street
Brookfield, Wisconsin
53005-1837

THIS INSTRUMENT DRAFTED BY JOHN P. CASUCCI, R.L.S., S-2055

SHEET 1 OF 4

REEL 4097 IMAG 681

Document not for resale
HomeWiseDocs

NICOLET PARC CONDOMINIUM

CITY OF GLENDALE, MILWAUKEE COUNTY, WISCONSIN.

LEGAL DESCRIPTION OF NICOLET PARC CONDOMINIUM PROPERTY

PARCEL 2 OF CERTIFIED SURVEY MAP NO. 5823, BEING A DIVISION OF LANDS IN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 8 NORTH, RANGE 22 EAST, IN THE CITY OF GLENDALE, MILWAUKEE COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 29; THENCE SOUTH 00°03'05" EAST ALONG THE EAST LINE OF SAID 1/4 SECTION 1318.98 FEET TO A POINT; THENCE NORTH 89°46'00" EAST ALONG THE CENTERLINE OF WEST BENDER ROAD 66.00 FEET TO A POINT; THENCE NORTH 00°03'05" EAST AND PARALLEL TO THE EAST LINE OF SAID 1/4 SECTION 180.00 FEET TO THE POINT OF BEGINNING OF THE LANDS TO BE DESCRIBED; THENCE NORTH 36°09'00" WEST 53.43 FEET TO A POINT; THENCE SOUTH 89°55'16" WEST 660.18 FEET TO A POINT; THENCE NORTH 00°03'05" EAST 365.47 FEET TO A POINT; THENCE NORTHEASTERLY 568.71 FEET ALONG THE SOUTH LINE OF CHICAGO & NORTHWESTERN TRANSPORTATION COMPANY RIGHT OF WAY AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTH, WHOSE RADIUS IS 3888.83 FEET AND WHOSE CHORD BEARS NORTH 83°28'13" EAST 840.15 FEET TO A POINT; THENCE SOUTH 07°17'40" WEST 98.12 FEET TO A POINT; THENCE SOUTH 82°42'20" EAST 29.84 FEET TO A POINT; THENCE SOUTH 00°03'05" EAST 102.00 FEET TO A POINT; THENCE SOUTH 24°30'28" EAST 102.00 FEET TO A POINT; THENCE SOUTH 58°42'46" EAST 55.00 FEET TO A POINT; THENCE NORTH 89°46'00" EAST 110.00 FEET TO A POINT; THENCE SOUTH 00°03'05" WEST 63.00 FEET TO A POINT; THENCE SOUTH 89°46'00" WEST 130.00 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION OF NICOLET PARC CONDOMINIUM PROPERTY AND FUTURE EXPANSION LANDS

PARCELS 1, 2, 3 AND OUTLOT A OF CERTIFIED SURVEY MAP NO. 5823, BEING A DIVISION OF LANDS IN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 29, LOT 1 OF CERTIFIED SURVEY MAP NO. 853, BEING A PART OF THE NORTHWEST 1/4 OF SECTION 29, AND LANDS IN THE NORTHEAST 1/4 OF NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 8 NORTH, RANGE 22 EAST, IN THE CITY OF GLENDALE, MILWAUKEE COUNTY, WISCONSIN, ALL MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 29; THENCE SOUTH 00°03'05" EAST ALONG THE EAST LINE OF SAID 1/4 SECTION 1318.98 FEET TO A POINT; THENCE NORTH 89°46'00" EAST ALONG THE CENTER LINE OF WEST BENDER ROAD 66.00 FEET TO A POINT; THENCE NORTH 00°03'05" EAST AND PARALLEL TO THE EAST LINE OF SAID 1/4 SECTION 180.00 FEET TO THE POINT OF BEGINNING OF THE LANDS TO BE DESCRIBED; THENCE NORTH 36°09'00" WEST 53.43 FEET TO A POINT; THENCE SOUTH 89°55'16" WEST 660.18 FEET TO A POINT; THENCE NORTH 00°03'05" EAST 365.47 FEET TO A POINT; THENCE NORTHEASTERLY 568.71 FEET ALONG THE SOUTH LINE OF CHICAGO & NORTHWESTERN TRANSPORTATION COMPANY RIGHT OF WAY AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTH, WHOSE RADIUS IS 3888.83 FEET AND WHOSE CHORD BEARS NORTH 83°28'13" EAST 840.15 FEET TO A POINT; THENCE SOUTH 07°17'40" WEST 98.12 FEET TO A POINT; THENCE SOUTH 82°42'20" EAST 29.84 FEET TO A POINT; THENCE SOUTH 00°03'05" EAST 102.00 FEET TO A POINT; THENCE SOUTH 24°30'28" EAST 102.00 FEET TO A POINT; THENCE SOUTH 58°42'46" EAST 55.00 FEET TO A POINT; THENCE NORTH 89°46'00" EAST 110.00 FEET TO A POINT; THENCE SOUTH 00°03'05" WEST 63.00 FEET TO A POINT; THENCE SOUTH 89°46'00" WEST 130.00 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION OF NICOLET PARC CONDOMINIUM EXPANSION LANDS

PARCEL 1 OF CERTIFIED SURVEY MAP NO. 5823, BEING A DIVISION OF LANDS IN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 8 NORTH, RANGE 22 EAST, IN THE CITY OF GLENDALE, MILWAUKEE COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF NORTHWEST 1/4 OF SAID SECTION 29; THENCE SOUTH 00°03'05" EAST ALONG THE EAST LINE OF SAID 1/4 SECTION 1318.98 FEET TO A POINT; THENCE NORTH 89°46'00" EAST ALONG THE CENTERLINE OF WEST BENDER ROAD 66.00 FEET TO A POINT; THENCE NORTH 00°03'05" EAST AND PARALLEL TO THE EAST LINE OF SAID 1/4 SECTION 180.00 FEET TO A POINT, THENCE NORTH 89°46'00" EAST 130.00 FEET TO A POINT; THENCE NORTH 00°03'05" EAST 63.00 FEET TO THE POINT OF BEGINNING OF THE LANDS TO BE DESCRIBED; THENCE SOUTH 89°46'00" WEST 110.00 FEET TO A POINT; THENCE NORTH 58°42'46" WEST 55.00 FEET TO A POINT; THENCE NORTH 24°30'28" WEST 102.00 FEET TO A POINT; THENCE NORTH 82°42'20" EAST 29.84 FEET TO A POINT; THENCE NORTH 07°41'45" EAST 87.07 FEET TO A POINT; THENCE NORTH 07°17'40" WEST 98.12 FEET TO A POINT; THENCE NORTHEASTERLY 173.01 FEET ALONG THE SOUTH LINE OF THE CHICAGO & NORTHWESTERN TRANSPORTATION COMPANY RIGHT OF WAY AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTHWEST, WHOSE RADIUS IS 3888.83 FEET AND WHOSE CHORD BEARS NORTH 79°34'40" EAST 173.00 FEET TO A POINT; THENCE SOUTH 00°03'05" WEST 446.82 FEET TO THE POINT OF BEGINNING.

ALSO;
PARCEL 3 AND OUTLOT A OF CERTIFIED SURVEY MAP NO. 5823, BEING A DIVISION OF LANDS IN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 8 NORTH, RANGE 22 EAST, IN THE CITY OF GLENDALE, MILWAUKEE COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 29; THENCE SOUTH 00°03'05" WEST ALONG THE EAST LINE OF SAID 1/4 SECTION 1318.98 FEET TO A POINT; THENCE NORTH 89°46'00" EAST ALONG THE CENTERLINE OF WEST BENDER ROAD 66.00 FEET TO A POINT; THENCE NORTH 00°03'05" EAST AND PARALLEL TO THE EAST LINE OF SAID 1/4 SECTION 180.00 FEET TO A POINT; THENCE SOUTH 89°55'16" WEST 183.00 FEET TO THE POINT OF BEGINNING OF THE LANDS TO BE DESCRIBED; THENCE SOUTH 00°03'05" WEST 175.00 FEET TO A POINT; THENCE SOUTH 89°55'16" WEST 75.00 FEET TO A POINT; THENCE NORTH 00°03'05" EAST 175.00 FEET TO A POINT; THENCE NORTH 89°55'16" EAST 75.00 FEET TO THE POINT OF BEGINNING.

ALSO;
LOT 1 OF CERTIFIED SURVEY MAP NO. 853, BEING A DIVISION OF LANDS IN THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 8 NORTH, RANGE 22 EAST, IN THE CITY OF GLENDALE, MILWAUKEE COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 29; THENCE SOUTH 00°03'05" WEST ALONG THE EAST LINE OF SAID 1/4 SECTION 1318.98 FEET TO A POINT; THENCE NORTH 89°46'00" EAST ALONG THE CENTERLINE OF WEST BENDER ROAD 66.00 FEET TO A POINT; THENCE NORTH 00°03'05" EAST AND PARALLEL TO THE EAST LINE OF SAID 1/4 SECTION 180.00 FEET TO A POINT; THENCE NORTH 36°09'00" WEST 53.43 FEET TO A POINT; THENCE SOUTH 89°55'16" WEST 525.18 FEET TO THE POINT OF BEGINNING OF THE LANDS TO BE DESCRIBED; THENCE SOUTH 00°03'05" WEST 175.00 FEET TO A POINT; THENCE SOUTH 89°55'15" WEST ALONG THE NORTH LINE OF WEST BENDER ROAD 75.00 FEET TO A POINT; THENCE NORTH 00°03'05" EAST 175.00 FEET TO A POINT; THENCE NORTH 89°55'16" EAST 75.00 FEET TO THE POINT OF BEGINNING.

ALSO,
LANDS IN THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 8 NORTH, RANGE 22 EAST, IN THE CITY OF GLENDALE, MILWAUKEE COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 29; THENCE SOUTH 00°03'05" EAST ALONG THE EAST LINE OF SAID 1/4 SECTION 1318.98 FEET TO A POINT; THENCE NORTH 89°46'00" EAST ALONG THE CENTERLINE OF WEST BENDER ROAD 66.00 FEET TO A POINT; THENCE NORTH 00°03'05" EAST AND PARALLEL TO THE EAST LINE OF SAID 1/4 SECTION 180.00 FEET TO A POINT; THENCE SOUTH 89°55'16" WEST 660.18 FEET TO THE POINT OF BEGINNING OF THE LANDS TO BE DESCRIBED; THENCE SOUTH 00°03'05" WEST 365.47 FEET TO A POINT; THENCE NORTHEASTERLY 568.71 FEET ALONG THE SOUTH LINE OF CHICAGO & NORTHWESTERN TRANSPORTATION COMPANY RIGHT OF WAY AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTH, WHOSE RADIUS IS 3888.83 FEET AND WHOSE CHORD BEARS NORTH 83°28'13" EAST 840.15 FEET TO A POINT; THENCE SOUTH 07°17'40" WEST 98.12 FEET TO A POINT; THENCE SOUTH 82°42'20" EAST 29.84 FEET TO A POINT; THENCE SOUTH 00°03'05" EAST 102.00 FEET TO A POINT; THENCE SOUTH 24°30'28" EAST 102.00 FEET TO A POINT; THENCE SOUTH 58°42'46" EAST 55.00 FEET TO A POINT; THENCE NORTH 89°46'00" EAST 110.00 FEET TO A POINT; THENCE SOUTH 00°03'05" WEST 63.00 FEET TO A POINT; THENCE SOUTH 89°46'00" WEST 130.00 FEET TO THE POINT OF BEGINNING.
RESERVING 45.00 FEET LYING SOUTH OF THE NORTH LINE OF WEST BENDER ROAD FOR PUBLIC ROAD PURPOSES.

INGRESS AND EGRESS EASEMENT FOR NICOLET PARC CONDOMINIUM PROPERTY

EASEMENT FOR THE BENEFIT OF CONDOMINIUM PROPERTY CREATED BY TEMPORARY DRIVEWAY EASEMENT AGREEMENT DATED AS OF NOVEMBER 6, 1991 AND RECORDED NOVEMBER 29, 1991 ON REEL 2662, IMAGE 288, AS DOCUMENT NO. 6548307, OVER, UPON, AND ACROSS THE FOLLOWING DESCRIBED LAND:
COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 29, TOWN 8 NORTH, RANGE 22 EAST, IN THE CITY OF GLENDALE, MILWAUKEE COUNTY, WISCONSIN; THENCE SOUTH 00°03'05" EAST ALONG THE WEST LINE OF SAID NORTHEAST 1/4 SECTION 1318.98 FEET TO A POINT ON THE CENTER LINE OF WEST BENDER ROAD; THENCE NORTH 89°46'00 EAST ALONG SAID CENTER LINE 66.00 FEET TO A POINT; THENCE NORTH 00°03'05" EAST 45.00 FEET TO A POINT ON THE NORTH LINE OF WEST BENDER ROAD; THENCE NORTH 89°46'00" EAST 130.00 FEET TO THE POINT OF BEGINNING OF THE LAND TO BE DESCRIBED; THENCE CONTINUING NORTH 89°46'00" EAST ALONG SAID NORTH LINE 153.88 FEET TO A POINT; THENCE NORTH 45°04'45" WEST 50.59 FEET TO A POINT, THENCE NORTHWESTERLY 39.00 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE WEST, WHOSE RADIUS IS 173.00 FEET, AND WHOSE CHORD BEARS NORTH 06°27'53" WEST 38.93 FEET TO A POINT, THENCE NORTHWESTERLY 177.24 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE WEST, WHOSE RADIUS IS 175.00 FEET, AND WHOSE CHORD BEARS NORTH 41°51'50" WEST 169.76 FEET TO A POINT; THENCE SOUTH 00°03'05 WEST 201.45 FEET TO THE POINT OF BEGINNING.

FUTURE EXPANSION PROVISIONS:

IN THE EVENT THAT CERTAIN OF THE PROPERTY DESCRIBED ABOVE IS NOT OWNED BY DECLARANT, DECLARANT SHALL NOT BE ENTITLED TO SO ADD SUCH PROPERTY NOT OWNED BY DECLARANT TO NICOLET PARC CONDOMINIUM AND THIS DECLARATION UNTIL DECLARANT OBTAINS OWNERSHIP OF THIS REAL PROPERTY OR DECLARANT'S RIGHTS HEREUNDER SHALL BE CONVEYED TO SUCH OWNER. BEING REFERENCED HEREIN AS FUTURE PHASES PROPERTY SHALL NOT IN ANY WAY CLOUD TITLE TO OR OTHERWISE ENCUMBER ANY SUCH PROPERTY NOT OWNED BY DECLARANT, BUT SHALL MERELY REFERENCE THE FACT THAT SUCH PROPERTY MAY BE ADDED TO NICOLET PARC CONDOMINIUM PURSUANT TO THIS SECTION 22 IF ACQUIRED BY DECLARANT OR IF DECLARANT'S RIGHTS HEREUNDER SHALL BE CONVEYED TO SUCH OWNER.

IN THE EVENT OF SUCH EXPANSION, DECLARANT OR ITS SUCCESSORS OR ASSIGNS SHALL BE ENTITLED TO CONSTRUCT ON THE PROPERTY DESCRIBED ABOVE AND TO EXPAND NICOLET PARC CONDOMINIUM, AND SUBMIT TO THE CONDOMINIUM FORM OF OWNERSHIP HEREUNDER, A MAXIMUM OF FORTY (40) ADDITIONAL CONDOMINIUM UNITS, OR ANY LESSER NUMBER, AND SUCH FACILITIES OR AMENITIES AS DECLARANT, ITS SUCCESSORS OR ASSIGNS, MAY DEEM APPROPRIATE, ALL OF WHICH, IF CONSTRUCTED, SHALL BE OF GENERALLY COMPARABLE DESIGN, CONSTRUCTION, QUALITY AND APPEARANCE AS THE ORIGINAL BUILDINGS CONSTRUCTED AND SUBMITTED TO THE CONDOMINIUM FORM OF OWNERSHIP HEREUNDER. ALL IMPROVEMENTS INTENDED FOR EACH FUTURE PHASE SHALL BE CONSTRUCTED IN A MANNER CONSISTENT WITH THE INITIAL IMPROVEMENTS AND SHALL BE SUBSTANTIALLY COMPLETED PRIOR TO EXPANSION OF THE RESPECTIVE FUTURE PHASES OF NICOLET PARC CONDOMINIUM. SUCH UNITS SHALL BE LOCATED GENERALLY AS SHOWN IN THE CONDOMINIUM PLAT, BUT FINAL LOCATION AND CONFIGURATION OF THE BUILDINGS AND UNITS SHALL BE AT THE SOLE DISCRETION OF THE DECLARANT. NICOLET PARC CONDOMINIUM MAY ULTIMATELY CONSIST OF A RESIDENTIAL CONDOMINIUM OF ONE HUNDRED TWELVE (112) UNITS IF THE MAXIMUM NUMBER OF UNITS IN THE FUTURE PHASES ARE SO ANNEXED TO NICOLET PARC CONDOMINIUM. ALL UNITS, UNIT OWNERS AND OCCUPANTS, AND THE COMMON ELEMENTS AND LIMITED COMMON ELEMENTS OF THE FUTURE PHASES, IF AND WHEN THE FUTURE PHASES ARE ANNEXED, SHALL BE IN ALL RESPECTS SUBJECT TO THE PROVISIONS, RESTRICTIONS, COVENANTS, TERMS AND CONDITIONS OF THE ACT, THIS DECLARATION, THE ARTICLES AND BY-LAWS OF THE ASSOCIATION, AND SUCH AMENDMENTS, RESTRICTIONS, RULES AND REGULATIONS AS MAY BE PROMULGATED THEREUNDER.

DECLARANT RESERVES THE RIGHT TO CHANGE THE LAYOUT, LOCATION, DIMENSIONS AND CONSTRUCTION DETAILS OF THE BUILDINGS, UNITS AND COMMON ELEMENTS SHOWN ON THE CONDOMINIUM PLAT WHICH ARE NOT FULLY CONSTRUCTED, PROVIDED THAT SUCH CHANGES SHALL NOT SUBSTANTIALLY ALTER THE NATURE AND QUALITY OF THE BUILDING AND UNITS.

National Survey & Engineering

Telephone 414-781-0200
Facsimile 414-781-5466
Dials 414-781-0614
Toll Free 800-942-7831
4108 N. 124th Street
Brookfield, Wisconsin
53005-1837

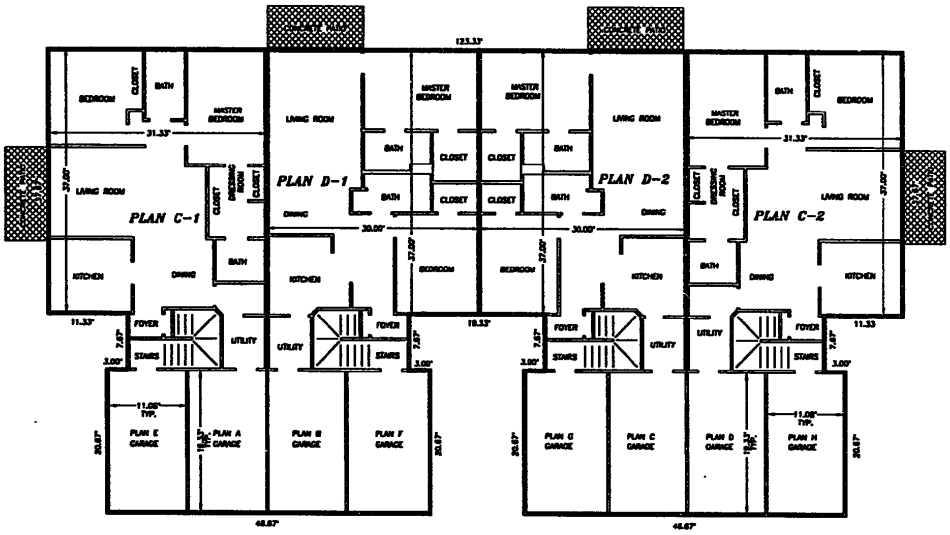
THIS INSTRUMENT WAS DRAFTED BY JOHN P. CASUCCI, R.L.S., S-2055

REEL 4097 IMAGE 682

Document not for resale
HomeWiseDocs

NICOLET PARC CONDOMINIUM

CITY OF GLENDALE, MILWAUKEE COUNTY, WISCONSIN.



FIRST FLOOR PLAN

PLAN C-1
INCLUDES UNITS: 18, 20, 30, 48, 58, 60, 78, 88, 90

PLAN D-1
INCLUDES UNITS: 14, 22, 32, 44, 54, 62, 74, 84, 92

PLAN D-2
INCLUDES UNITS: 12, 24, 34, 42, 52, 64, 72, 82, 94

PLAN C-2
INCLUDES UNITS: 10, 26, 36, 40, 50, 66, 70, 80, 96

National Survey & Engineering

Telephone 414-781-8300
Facsimile 414-781-8488
Data 414-781-0514
Toll Free 800-942-7839
4128 N. 124th Street
Brookfield, Wisconsin
53005-1537

THIS INSTRUMENT WAS DRAFTED BY JOHN P. CASUCCI, R.L.S., S-2055

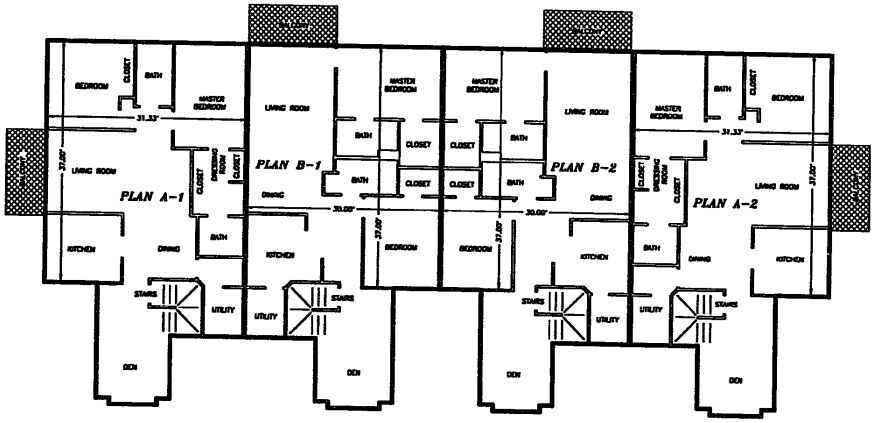
SHEET 3 OF 4

REEL 4097 IMAGE 683

Document not for resale
HomeWiseDocs

NICOLET PARC CONDOMINIUM

CITY OF GLENDALE, MILWAUKEE COUNTY, WISCONSIN.



PLAN A-1
INCLUDES UNITS: 17, 21, 31, 47, 57, 61, 77, 87, 91

PLAN B-1
INCLUDES UNITS: 15, 23, 33, 45, 55, 63, 75, 85, 93

PLAN B-2
INCLUDES UNITS: 13, 25, 35, 43, 53, 65, 73, 83, 95

PLAN A-2
INCLUDES UNITS: 11, 27, 37, 41, 51, 67, 71, 81, 97

SECOND FLOOR PLAN

SCALE: 1" = 10'

National Survey & Engineering

Telephone 414-781-1000
Facsimile 414-781-8406
Data 414-781-0614
Toll Free 800-942-7831
4125 N. 124th Street
Brookfield, Wisconsin
53005-1837

THIS INSTRUMENT WAS DRAFTED BY JOHN P. CASUCCI, R.L.S., S-2055

SHEET 4 OF 4

REEL 4097 IMAGE 684

Document not for resale
HomeWiseDocs