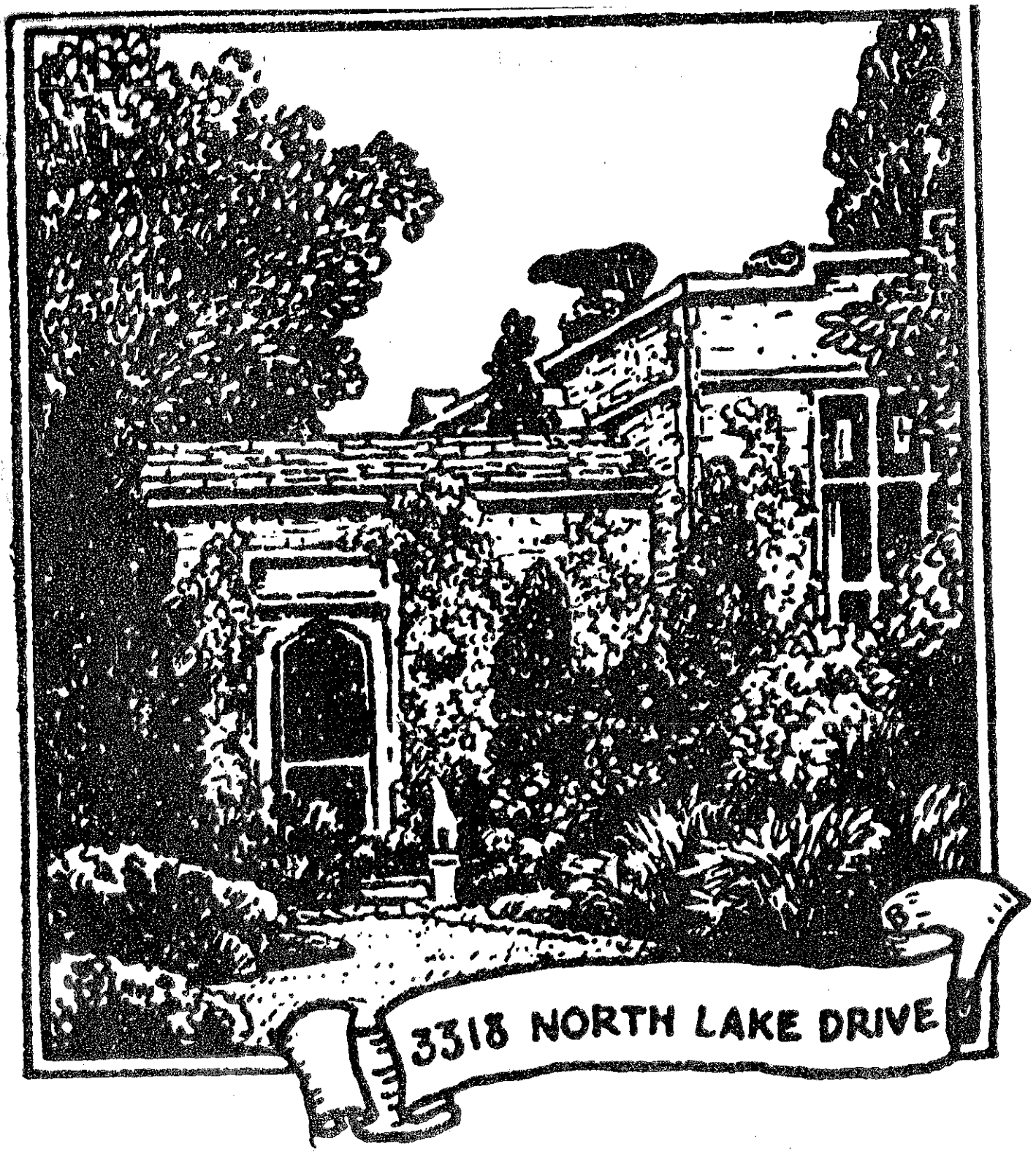


Vihlein Estate Towne

DISCLOSURE MATERIALS

UIHLEIN ESTATE TOWN HOMES, a condominium

3312-22 North Lake Drive
Milwaukee, Wisconsin

The Developer ("Declarant") is TMB Development Company, a Wisconsin General Partnership. Its business address is 301 North Broom Street, Madison, Wisconsin 53703, and its agent is Charles Trainer, c/o TMB Development Company, 301 North Broom Street, Madison, Wisconsin 53703.

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

2. THESE DISCLOSURE MATERIALS GIVEN TO YOU AS REQUIRED BY LAW MAY BE RELIED UPON AS CORRECT AND BINDING. ORAL STATEMENTS MAY NOT BE LEGALLY BINDING.

3. YOU MAY AT ANY TIME WITHIN 5 BUSINESS DAYS FOLLOWING RECEIPT OF THESE DOCUMENTS, OR FOLLOWING NOTICE OF ANY MATERIAL CHANGES IN THESE DOCUMENTS, CANCEL IN WRITING THE CONTRACT OF SALE AND RECEIVE A FULL REFUND OF ANY DEPOSITS MADE.

Index of Disclosure Materials

In compliance with the Disclosure Requirements of Section 703.33, Wisconsin Statutes, copies of the following are herewith supplied:

1. DECLARATION OF CONDOMINIUM OWNERSHIP. The Declaration establishes and describes the condominium, the units and the common areas. The Declaration begins on Page 1.

2. 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 31.

3. ARTICLES OF INCORPORATION. The operation of the 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 42.

4. MANAGEMENT AND EMPLOYMENT CONTRACTS. Certain services may be provided to the condominium through contracts with individuals or private firms. Currently there are no such contracts.

5. ANNUAL OPERATING BUDGET. The Association will incur expenses for the operation of the condominium which will be assessed to the unit owners. The operating budget is an estimate of those charges which are in addition to mortgage and utility payments. At this point the Association supplies a Projected Operating Budget, based on a projection of expected expenses. The budget begins on Page 45.

6. LEASES. Units in some condominiums are sold subject to one or more leases of property or facilities which are not a part of the condominium. There are no such leases with respect to this condominium.

7. EXPANSION PLANS. The Declarant has not reserved the right to expand the condominium in the future. The Declarant intends to record certain open space easements which will restrict further construction on the Condominium property. A copy of the Open Space Easement begins on Page 47. Declarant reserves the right to modify this easement prior to recording.

8. FLOOR PLANS AND MAPS. The Declarant has provided a floor plan of the units being offered for sale and a map of the condominium showing the location of a unit which you may be considering, and all facilities and common areas which are part of the condominium. The floor plan and map begin on Page 30.

The undersigned acknowledges receipt, this ____ day of _____, 1984, of the disclosure materials listed above.

_____

_____

_____

DECLARATION OF CONDOMINIUM OWNERSHIP

UIHLEIN ESTATE TOWN HOMES, a condominium

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DECLARATION OF CONDOMINIUM OWNERSHIP

AND OF EASEMENTS, RESTRICTIONS, COVENANTS AND

CONDITIONS FOR UIHLEIN ESTATE TOWN HOMES

a condominium

THIS DECLARATION is made this ____ day of March, 1985 by TMB DEVELOPMENT COMPANY, a Wisconsin General Partnership (the "Declarant").

R E C I T A L S:

1. The Declarant is the owner in fee simple of certain real estate hereinafter described, in the City of Milwaukee, Milwaukee County, Wisconsin; and

2. The Declarant intends to, and does hereby submit and subject such real estate, together with all buildings, structures, improvements and other permanent fixtures of whatsoever kind now or hereafter thereon, and all rights and privileges belonging or in anywise pertaining thereto, to a declaration of Condominium pursuant to the provisions of the Wisconsin Condominium Ownership Act, Chapter 703 of the Wisconsin Statutes, as in force on the date of this Declaration (the "Act"); and

3. The Declarant desires to establish certain rights, conditions, restrictions, covenants and easements in, over and upon said real estate for the benefit of Declarant and all future owners of any part of said real estate, and any Unit or Units thereof or therein contained, and to provide for the harmonious, beneficial, and proper use and conduct of the property and all Units; and

4. The Declarant desires and intends that the several Unit Owners, mortgagees, occupants, and other persons hereafter acquiring any interest in the property shall at all times enjoy the benefits of, and shall hold their interests subject to the rights, conditions, restrictions, covenants and easements hereinafter set forth, all of which are declared to be in furtherance of a plan to promote and protect the cooperative aspect of the property and are established for the purpose of enhancing and perfecting the value, desirability and attractiveness of the property;

NOW, THEREFORE, the Declarant, as the title holder of the real estate hereinabove referred to and described at greater length hereinafter, and for the purposes above set forth, DECLARES AS FOLLOWS:

ARTICLE I

DEFINITIONS AND LEGAL DESCRIPTION OF LAND

Section 1. Legal Description of Land. The real estate which is hereby submitted and subjected to the provisions of the Act is legally described as follows:

Section 10, Township 7 North, of Range 22 East, lying East of Lake Drive (formerly known as Whitefish Bay Avenue) and North of a line parallel with and Eleven Hundred Fifty-Two and Eighty-Seven Hundreths (1152.87) feet North of the South line of said Lot Four (4) in the City of Milwaukee, County of Milwaukee, State of Wisconsin.

The foregoing property is referred to herein as the "Property".

For the purpose of brevity and clarity, certain words and terms used in this Declaration are defined as follows:

Section 2. Association. "Association" shall mean and refer to UIHLEIN ESTATE TOWN HOMES CONDOMINIUM ASSOCIATION, INC., a corporation formed under the nonstock corporation statute, Chapter 181 of the Wisconsin Statutes, its successors and assigns.

Section 3. Owner. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any unit, including land contract buyers, but excluding those having such interest merely as security for the performance of an obligation.

Section 4. Unit. 4.1 "Unit" means unit as defined by the Condominium Act and is used herein to refer to the living units located or to be located on the Condominium Property. A Unit shall consist of the space described herein and exhibited on Exhibit A and shall include porches and entryways as well as exterior doors and windows of the respective Units. Further, the heating and air-conditioning system (if any) serving a Unit shall be deemed to be a part of the Unit which it is serving, notwithstanding that a portion thereof might be located outside of the Unit boundaries. In the event that the actual physical location of any Unit at any time does not precisely coincide with Exhibit A and subsequent amendments, the actual physical locations shall control over the locations, dimensions, and descriptions contained in Exhibit A and subsequent amendments.

4.2 Unit Boundaries. Each Unit shall be that part of the building containing the Unit that lies within the following boundaries of the Unit:

(a) Upper Boundary. The upper boundary of a Unit shall be the horizontal plane (or inclined plane or curved surface, as the case may be) of the lowest surface of the undecorated ceiling extended to the intersection with the perimetrical boundaries.

(b) Lower Boundary. The lower boundary of a Unit shall be the horizontal plane of the upper surface of the undecorated finished floor or slab extended to the intersection with the perimetrical boundaries.

(c) Perimetrical Boundaries. The perimetrical boundaries of the Unit shall be the vertical planes (or inclined plane or curved surface, as the case may be) of the undecorated finished interior of the walls bounding the Unit extended to the intersections with each other and with the upper and lower boundaries. Where porches and entryways are attached to the Unit, the perimetrical boundaries shall be extended to include the same.

(d) Other Parts of Unit. In addition a Unit includes the following items serving the particular Unit although they may be outside the defined cubicle of air;

(i) all exterior doors and windows (including any screens and storm windows) and all their opening, closing and locking mechanisms and hardware;

(ii) all wall, floor, baseboard and ceiling mounted electrical fixtures and equipment, outlets and switches and the junction boxes serving them;

(iii) all plumbing fixtures and the piping, valves and other connecting and controlling materials or devices lying between the fixtures and the main water or sewage lines connecting to the lowest story of the Unit; and

(iv) all decorative plaster, woodwork, fixtures or other aspects of the interior walls, floors and ceilings of a unit.

(e) Heating Systems. The furnaces and related heating equipment and devices (including pipes, valves, radiators, thermostats, duct work, pumps and similar items) serving the Units shall be part of the Units.

(f) Identification of Units. Units are identified by number and location on the Condominium Plat of the Condominium. This description includes the interests pertaining to the Unit in the Common Elements and Limited Common Elements and the rights and obligations created under this Declaration.

Section 5. Unit Number. "Unit Number" shall mean the number, letter, or combination thereof, identifying a Unit.

Section 6. Common Elements. "Common Elements" or "Common Areas" means all of the Property, except the Units, and shall include, but not be limited to:

(a) All improvements and other parts of the Property not included within the respective Units, including but not limited to the roofs, exterior walls and gardens and grounds;

(b) Easements through the Units, whether or not shown on the plat, for conduits, ducts, plumbing, wiring

metrical boundaries of the Unit shall be the vertical planes (or inclined plane or curved surface, as the case may be) of the undecorated finished interior of the walls bounding the Unit extended to the intersections with each other and with the upper and lower boundaries. Where porches and entryways are attached to the Unit, the perimetrical boundaries shall be extended to include the same.

(d) Other Parts of Unit. In addition a Unit includes the following items serving the particular Unit although they may be outside the defined cubicle of air;

(i) all exterior doors and windows (including any screens and storm windows) and all their opening, closing and locking mechanisms and hardware;

(ii) all wall, floor, baseboard and ceiling mounted electrical fixtures and equipment, outlets and switches and the junction boxes serving them;

(iii) all plumbing fixtures and the piping, valves and other connecting and controlling materials or devices lying between the fixtures and the main water or sewage lines connecting to the lowest story of the Unit; and

(iv) all decorative plaster, woodwork, fixtures or other aspects of the interior walls, floors and ceilings of a unit.

(e) Heating Systems. The furnaces and related heating equipment and devices (including pipes, valves, radiators, thermostats, duct work, pumps and similar items) serving the Units shall be part of the Units.

(f) Identification of Units. Units are identified by number and location on the Condominium Plat of the Condominium. This description includes the interests pertaining to the Unit in the Common Elements and Limited Common Elements and the rights and obligations created under this Declaration.

Section 5. Unit Number. "Unit Number" shall mean the number, letter, or combination thereof, identifying a Unit.

Section 6. Common Elements. "Common Elements" or "Common Areas" means all of the Property, except the Units, and shall include, but not be limited to:

(a) All improvements and other parts of the Property not included within the respective Units, including but not limited to the roofs, exterior walls and gardens and grounds;

(b) Easements through the Units, whether or not shown on the plat, for conduits, ducts, plumbing, wiring

and other facilities for furnishing the utility services to the various Units and to the Common Elements;

(c) All structural beams, posts and members within a Unit and an easement of support in every portion of a Unit which contributes to the support for the building;

(d) Any utility areas and installations and all utility services which are available to more than one Unit, or to the Common Elements;

(e) All driveways, sidewalks, entranceways and other means of egress;

(f) All electrical apparatus and wiring, television cables, plumbing pipes and apparatus, telephone wires, and all other ducts, conduits, cables, wires or pipes within the Common Elements other than items described in Paragraph 4.2(d)(ii) and (iii); and

(g) All tangible personal property required for the maintenance and operation of the Property and for the common use and enjoyment of the Owners.

Section 7. Limited Common Elements. "Limited Common Elements" means the patios and other portions of the Common Elements which are reserved for the use of the Owner of each Unit to the exclusion of all other Owners as shown on Exhibit A as Limited Common Elements. The gas, water and electrical connections to the furnace serving Units 2, 3 and 4 and the portion of Building A so designated on the floor plans containing such furnaces shall be "Heating Limited Common Elements" appurtenant to Units 2, 3 and 4. The furnace serving the Unit and pipes and connections from the furnace to the Unit shall be part of the Unit. The gas, water and electrical connection to the furnaces serving Units 1, 5 and 6 shall be part of the Units. Radiators and thermostats shall be part of the Units. The parking garage and parking spaces in Building A shall be Limited Common Elements for Units 1, 2, 3 and 4. Such parking spaces are reserved for the exclusive use of the Owner of the Unit to which they are declared to be appurtenant by appropriate assignment and designation by the deed of the Declarant, its successors and assigns. Parking spaces designated appurtenant to a unit by the Declarant in the original deed may not thereafter be separately assigned except pursuant to the transfer of the Unit to which they are appurtenant. Each such designation shall be by the number identifying each of such attached parking spaces as shown on Exhibit A attached.

Section 8. Declarant. "Declarant" shall mean and refer to TMB Development Company, a Wisconsin General Partnership, and its successors and assigns. The Declarant may also be referred to as the Developer.

Section 9. Mortgage. "Mortgage" shall mean any Mortgage or other security instrument by which a Unit or any part thereof is encumbered.

Section 10. Mortgagee. "Mortgagee" shall mean any Person named as the Mortgagee under any Mortgage under which the interest of any Owner is encumbered, or any land contract vendor of any Unit, or any successor to the interest of such person under such Mortgage or such land contract.

Section 11. Majority. "Majority" shall mean the Unit Owners with more than 50% of the votes assigned to the Units in this Declaration.

Section 12. Person. "Person" shall mean an individual, corporation, partnership, association, trust or other legal entity.

Other terms not defined herein shall have the meaning assigned to them by the Act.

ARTICLE II

PROPERTY AND UNITS: SUBMISSION TO ACT

Section 1. Submission of Property to the Act. The Declarant hereby submits the real estate described in Article I and all buildings and improvements constructed or to be constructed thereon to the provisions of the Act.

Section 2. Identification. Each Unit shall be specifically designated by its Unit Number as set forth in Exhibit A attached hereto and hereby made a part of this Declaration.

Every deed, lease, mortgage, or other instrument may legally describe a Unit by its Unit Number and every such description shall be deemed good and sufficient for all purposes, as provided in the Act.

ARTICLE III

COMMON AREAS AND LIMITED COMMON AREAS

Section 1. Ownership of Common Areas. Each Owner shall be entitled to and shall own an undivided interest in the Common Elements as a tenant-in-common with all other Unit Owners of the Property, and, except as otherwise limited in this Declaration, shall have the right to use the Common Elements for all purposes incident to the use and occupancy of such Owner's Unit as a place of residence, and such other incidental uses permitted by this Declaration, which right shall be appurtenant to and run with such Unit. Each Unit's percentage of ownership in the Common Elements shall be as set forth in Exhibit A.

Section 2. No Partition of Common Elements. There shall be no partition of Common Elements through judicial proceedings or otherwise until this Declaration is terminated and the property is withdrawn from its terms or from the terms of any statute applicable to condominium

ownership; provided, however, that if any Unit shall be owned by two or more co-owners as tenants-in-common or as joint tenants, nothing herein contained shall be deemed to prohibit a voluntary or judicial partition of said Unit Ownership between such co-owners.

Section 3. Restrictions on Use of Common Elements. The Common Elements shall be used only for access, ingress and egress to and from the respective Units by the families residing therein and their respective guests, household help and other authorized visitors, and for such other purposes which are incidental to the residential use of the Units. Except with the express written consent of the Board of Directors in each instance or as otherwise provided herein, Unit Owners shall not use the Common Areas for picnics, grilling, sunbathing, social gatherings, parties or similiar activities, except that such activities are permitted in the patio Limited Common Areas appurentant to each Unit. All provisions of this Declaration restricting or limiting the use of the Units shall apply to the use by the Unit Owners of the Common Areas. Unit Owners may maintain a vegetable garden in an area designated therefor by the Board of Directors, and shall observe rules and regulations in connection with the maintenance of such garden promulgated by the Board of Directors. The area designated in Exhibit A as "Picnic and Social Area" may be used by the Unit Owners for picnics, grilling, social gatherings and parties without specific prior approval by the Board of Directors, but subject always to the rules and regulations with respect thereto promulgated by the Board of Directors. Anything in this Declaration to the contrary notwithstanding, Declarant may use the Units owned by the Declarant and the Common Elements for purposes related to the sale of the Units by Declarant, and may maintain signs, and shall have a right of ingress and egress, for the foregoing purpose.

Section 4. Use of Patio Limited Common Elements. The Patio Limited Common Areas may be used by the Owner of the Unit to which such Limited Common Area is appurtenant for grilling, sunbathing, parties, social gatherings and other reasonable residential activities without prior notice to or approval of the Board of Directors, but subject to such rules and regulations as the Directors may promulgate. Subject only to the approval of the Architectural Control Committee, Unit Owners may alter, and shall bear the expense of, landscaping, decorating and maintaining the Patio Limited Common Area areas appurtenant to their Units. All provisions of this Declaration restricting or limiting the use of the Units shall also apply to uses by the Unit Owners of the Limited Common Areas. The Heating Limited Common Elements shall be used by the owners of Units 2, 3 and 4. The Parking Limited Common Elements shall be used by the owners of Units 1, 2, 3 and 4.

ARTICLE IV

OTHER PROPERTY RIGHTS AND OBLIGATIONS OF OWNERS

Section 1. Owner's Right to Ingress and Egress and Support. Each Owner shall have the right to ingress and

altering or maintaining Limited Common Area patios appurtenant to a Unit shall be borne by the Owner of the Unit.

b. Each Unit Owner shall furnish, at his own expense, and be responsible for all decoration, furnishing, housekeeping, maintenance, repairs and replacement of interior surfaces of each Unit, together with utility lines, mechanical equipment, heating, ventiliation and air-conditioning equipment (if any) and fixtures which serve only one Unit, electrical fixtures and equipment which serve only one Unit, and such fixtures and equipment which are located within one Unit; and glass surfaces, screens, doors, storm doors, windows, door and window hardware appurtenant to each Unit. Each Unit Owner is also responsible for the general cleanliness and presentability of the Limited Common Elements appurtenant to his Unit. The expense of such maintenance, repairs and replacement shall be borne solely by each such Owner.

c. No Unit Owner, except as otherwise provided herein or in the By-Laws, may do any alteration which would jeopardize the soundness or safety of the property, reduce the value thereof, or impair any easement or hereditament.

d. In the event that the need for maintenance, repairs or replacement is caused through the willful or negligent act of the Owner, his family, guests, or invitees, the cost of such maintenance, repairs or replacement shall be added to and become a part of the assessment to which such Unit is subject.

e. In the event an Owner fails to properly maintain and repair his Unit, then the Association, at the discretion of the Board of Directors, may make such repairs and do such maintenance as it may deem necessary to properly maintain that Unit. The cost thereof shall be assessed against the Unit Owner and the Association shall have a lien against a Unit for that cost as provided in this Declaration for common expenses.

Section 11. Common Surpluses. All common surpluses shall be credited to Unit Owners' assessments for common expenses in proportion to their obligation for assessment. The Association may, from time to time, provide for other common use of such surpluses.

Section 12. Certain Additional Restrictions. In addition to the other restrictions and limitations set forth herein, no Unit Owner shall do any of the following:

Section 14. Signs. No signs shall be displayed from a Unit or the Common Elements except those of the Declarant and the Association.

ARTICLE V

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

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

Section 2. Voting. The Association shall have two classes of voting membership, as follows:

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

b. Class B. The Class B member shall be the Declarant who shall be entitled to one vote for each Unit owned; provided, however, that notwithstanding the foregoing provisions for voting, the Declarant shall have additional votes so that Declarant shall have at least 75% of the total combined Class A and Class B votes until all of the Units are initially sold by the Declarant; provided that said Declarant's control shall cease Seven (7) years after the first Unit is conveyed to a purchaser other than the Declarant, or Thirty (30) days after the initial conveyance by the

Declarant of Seventy-five percent (75%) of the Units provided for herein, whichever time is earlier.

Except as otherwise provided herein, there shall be no class voting and thus both Class A and Class B members shall vote as one class with neither class having any preferential rights or priority as to voting.

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

ARTICLE VI

RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 1. The Common Elements. The Association, subject to the rights of the Owners set forth in the Declaration, shall be responsible for the exclusive management and control of the Common Elements and all improvements thereon (including furnishings and equipment related thereto), and shall keep the same in good, clean, attractive and sanitary condition, order and repair.

Section 2. Services. The Association may obtain and pay for the services of any person or entity to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper operation of the Common Elements, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or which it contracts. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Common Elements or the enforcement of this Declaration.

Section 3. Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all of the Owners tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be deemed to be owned by the Owners in the same proportion and in the same manner as their respective interests in the Common Elements. Such interest shall not be transferable except with the transfer of a Unit. A transfer of a Unit shall transfer to the transferee ownership of the transferor's beneficial interest in such property without any reference thereto. The transfer of title to a Unit under foreclosure shall entitle the purchaser to the interest in such personal property associated with the foreclosed Unit.

Section 4. Repairs. The Association shall maintain, repair and replace promptly, at the Association's expense:

a. All boundary walls of a Unit, [except interior surfaces (including wall and ceiling materials)] and all portions of a Unit contributing to the support of the building, including but not limited to, the roofs and outside walls of buildings and all fixtures on the exterior, boundary walls of Units, floor and ceiling slabs, and load-bearing walls;

b. All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services contained in the portions of a Unit maintained by the Association; and all such facilities contained within a Unit that serves part or parts of the Condominium other than the Unit in which they are contained; and

c. All property, real and personal, owned by the Association and all Common Elements (other than such Limited Common Elements which this Declaration requires the Owner to maintain) of the Association.

d. All other items which the Board of Directors from time to time determines shall be maintained, repaired or replaced by the Association.

e. All incidental damage caused to a Unit by such work shall be repaired promptly at the expense of the Association.

Section 5. Limited Common Elements. Each Unit Owner shall be responsible for the maintenance, replacement and repair of the Patio Limited Common Elements appurtenant to his Unit. The Unit Owners of Units 2, 3 and 4 shall be responsible for the maintenance, replacement and repair of the Heating Limited Common Elements. The expenses of the Parking Limited Common Elements shall be treated as Building A Common Expenses.

Section 6. Rules and Regulations. The Association may make reasonable rules and regulations governing the use of the Units, the Limited Common Elements and the Common Elements, which rules and regulations shall not be inconsistent with the rights and duties established in this Declaration.

Section 7. Implied Rights. The Association may exercise any other right or privilege given to it expressly be this Declaration or by law, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it or reasonably necessary to effectuate any such right or privilege.

ARTICLE VII

COVENANT FOR ASSESSMENTS

Section 1. Agreement to Pay Assessment. Declarant for each Unit owned by it hereby covenants, and each Owner

of any Unit by the acceptance of a deed therefor, whether or not it be so expressed in the deed, shall be deemed to covenant and agree with each other and with the Association to pay to the Association for the purposes provided in this Declaration, annual assessments, special assessments for capital improvements, and assessments for any other matters as provided in this Declaration. Such assessments shall be fixed, established and collected from time to time in the manner provided in this Article.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents and for the improvement and maintenance of the Common Elements, and such emergency repairs as the Association may deem necessary and including but not limited to the following expenses:

a. Expenses of management and administration of the Condominium, insurance, maintenance, operation, repair and replacement of the Common Elements, and of the portions of Common Elements and Units to be maintained by the Association, and costs of carrying out the powers and duties of the Association, including professional fees and expenses.

b. Expenses declared Common Expenses by provisions of this Declaration or the By-Laws.

c. Sewer and water charges, electricity, garbage disposal, community or cable television, and other utilities (other than telephone); provided, however, that such water, electricity and other utilities are not metered to the individual Condominium Units.

d. Cost of repairing the Condominium Property in excess of insurance coverage to the extent required herein.

e. Any valid charge against the Condominium Property as a whole.

Each Owner shall be responsible for a share of the Common Expenses based upon the percentage or fraction of Common Elements appurtenant to his Unit, except as otherwise provided herein.

Section 3. Annual Assessment. The Board of Directors of the Association shall from time to time, and at least annually, prepare a budget for the property and fix the annual assessment.

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

Section 5. Notice of Meetings. Written notice of any meeting called for the purpose of taking any action authorized under Section 4 shall be sent to all members and any Mortgagee who shall request such notice, as provided in the Association's By-Laws.

Section 6. Rate of Assessment. Each Unit shall be assessed a portion of the total assessment as set forth in Exhibit A. Exhibit A shall set forth separate percentages of assessment for overall common expenses, Building A Common Expenses and Building B Common Expenses (as hereinafter defined).

Section 7. Date of Commencement of Annual Assessments. The annual assessments provided for herein shall commence as to the Units on the date on which at least one of the Units provided for herein has been both conveyed to a Unit Owner and is ready for occupancy. The first annual assessment shall be determined by the Declarant prior to conveyance of the first Unit and shall be adjusted according to the number of months then remaining in that calendar year. The Board of Directors shall fix the amount of the annual assessment against each Unit at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specific Unit have been paid.

Section 8. Working Capital. The Board of Directors shall have the power to levy an assessment aggregating an amount equal to one-fourth of the annual budget adopted for the initial full fiscal year of the Association, for working capital for the Association against the Units in proportion to each Unit's share of the Common Expenses of Units. Such assessment shall be collected by the Association only from the Unit Owner who shall initially purchase a Unit from the Developer.

Section 9. Lien for Assessments. All sums assessed to any Unit pursuant to this Article, together with interest thereon as provided herein, shall be secured by a lien on such Unit in favor of the Association. Such lien shall be superior to all other liens and encumbrances on such Unit, except only for:

a. Liens of general and special taxes; and

b. A lien for all sums unpaid on a first mortgage, or on any mortgage to the Developer, duly recorded in the Milwaukee County, Wisconsin real estate records, prior to the making of such assessment, including all unpaid obligatory advances to be made pursuant to such mortgage and all amounts advanced pursuant to such

in accordance with the terms of such instrument; and

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

d. All sums unpaid on any mortgage loan made pursuant to Section 45.80, Wisconsin Statutes.

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

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

A release of notice of lien shall be executed by the Association in such form as to be recordable in the Milwaukee County, Wisconsin real estate records, upon payment of all sums secured by a lien which has been made the subject of a recorded notice of lien.

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

The Association shall, upon written request of any encumbrancer of a Unit, report to that encumbrancer (1) any unpaid assessments against the encumbered Unit remaining unpaid for longer than sixty (60) days after the same shall have become due and (2) any other defaults by the Owner of the encumbered Unit under any of the Condominium documents which remain uncured for longer than sixty (60) days;

provided, however, that such encumbrancer first shall have furnished to the Association written notice on the first day of each month of its encumbrance on the Unit at issue.

Section 10. Effect of Nonpayment of Assessment. Remedies of the Association. Any assessment not paid within five (5) days after the due date shall bear a late charge of $20.00 (or such greater amount as shall be established by the Association) and shall bear interest from the due date at the greater of (i) 12% or (ii) the published prime rate of interest, as adjusted monthly on the first day of each month, established by the First Wisconsin National Bank of Milwaukee, Milwaukee, Wisconsin, from time to time, provided, however, that if said interest rate shall violate any applicable usury or credit law, rule or regulation, then such interest rate shall automatically be adjusted so as to be no more than the highest rate permitted by such usury or credit law, rule or regulation. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Elements or abandonment of his Unit or the Common Elements. A suit to recover a money judgment for unpaid expenses hereunder shall be maintainable without foreclosing or waiving the lien securing the same. If any assessment of common expenses is delinquent, the Association may suspend the voting rights of the delinquent Unit Owner.

Section 11. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the liens described in Sections a, b, c and d above. Sale or transfer of any Unit shall not affect the assessment lien. The sale or transfer of any Unit pursuant to a mortgage foreclosure shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer and such unpaid assessments shall be deemed to be common expenses collectible from all of the Owners excluding the acquirer, his successors and/or assigns. No sale or transfer shall relieve such Unit from liability for any assessments thereafter becoming due or from the lien thereof, and the foreclosed Unit Owner or Owners shall remain personally liable to the Association for unpaid assessments on a joint and several basis.

Section 12. Certain Separate Assessments for Building A and Building B.

a. Anything to the contrary in this Article VII notwithstanding, the Association shall levy separate assessments on the Unit Owners of Building A and Building B for certain expenses of Building A and Building B, respectively, set forth in this Section 12. The Unit Owners in Building A shall be referred to herein as the "Building A Unit Owners." The Unit Owners in Building B shall be referred to herein as the "Building B Unit Owners."

b. The expenses separately assessed to the Building A Unit Owners and the Building B Unit Owners shall be expenses for maintenance, repair, restoration and replacement of the physical structure of Building A and Building B,

respectively including, but not limited to, the exterior walls, roofs, foundations, support, electrical and plumbing fixtures, and other portions of such buildings which are not a part of any Unit. With respect to Building A, such separate assessments shall also include any expenses of maintenance, repair, restoration and replacement (and heating) of the parking garage appurtenant to Building A, and electrical expense for the garage relating to heat for unit access areas, light, exhaust fans, garage door, sump pump and similar items. Such expenses with respect to Building A shall be referred to as the "Building A Common Expenses." Such expenses with respect to Building B shall be referred to as the "Building B Common Expenses."

c. The Building A Unit Owners, acting by a majority of such owners, shall constitute a special committee of the Board of Directors which will have the sole responsibility of determining the amount of assessments for Building A Common Expenses, and the Board shall levy and assess such expenses as Building A Common Expenses upon the direction of such committee. The Building B Unit Owners, acting by unanimous consent of such owners, shall constitute a special committee of the Board of Directors, which shall have the sole responsibility for determining the Building B Common Expenses, and the Board of Directors shall levy and assess such Building B Common Expenses as such committee shall direct. Each Unit shall have one vote in such voting.

d. It is the purpose of this Section 12 to provide that the Building A Common Expenses and the Building B Common Expenses defined in this Section shall be borne solely by the Unit A Owners and the Unit B Owners, respectively. All Common Expenses not expressly defined in this Section 12 as Building A Common Expenses or Building B Common Expenses shall be general Common Expenses of the Condominium, and shall be assessed in the proportion for assessment of overall Common Expenses set forth in Exhibit A. The proportion for assessment of overall Common Expenses shall govern the percentage of ownership in all Common Elements.

e. The Building A Common Expenses shall be assessed in the proportion for Building A Common Expenses set forth in Exhibit A. The Building B Common Expenses shall be assessed in the proportion of Building B Common Expenses set forth in Exhibit A. Building A Common Expenses and Building B Common Expenses shall constitute Common Expenses for all purposes of this Declaration, and shall be subject to the provisions of this Declaration with respect to Common Expenses, including but not limited to provisions relating to liens, late charges, suspension of voting rights and similar provisions. The Building A Unit Owners and the Building B Unit Owners may include in their assessment for the Building A Common Expenses and the Building B Common Expenses reserves for repair and maintenance, and such reserves shall be held in separate funds for expenditure on Building A and Building B.

Section 13. Separate Assessments for Heating Limited Common Elements. Anything to the contrary in this Article VII notwithstanding, the Association shall levy separate assessments on the Unit Owners of Units 2, 3 and 4 for expenses relating

2, 3 and 4, acting by a majority of such Owners, shall constitute a special committee of the Board of Directors which will have the sole responsibility of determining the amount of assessments for the Heating Limited Common Elements, and the Board shall levy and assess such expenses as Heating Limited Common Element expenses upon the direction of such Committee. The Heating Limited Common Element expenses shall be assessed in proportion for Units 2, 3 and 4 as set forth in Exhibit A. The Heating Limited Common Element expenses constitute common expenses for all purposes of this Declaration, and shall be subject to the provisions of this Declaration with respect to common expenses, including but not limited to, provisions relating to liens, late charges, suspension of voting rights and similar provisions. The Owners of Units 2, 3 and 4 may include in their assessment for Heating Limited Common Elements expenses reserves for repair and replacement, and such reserves shall be held in a separate fund.

ARTICLE VIII

ARCHITECTURAL CONTROL

Section 1. Architectural Control Committee Authority. No exterior additions or alterations to the buildings, fences, shrubs and trees, hedges, walkways, windows and other structures shall be commenced, erected or maintained except such as are installed or approved by the Declarant in connection with the initial construction or modification of the Units until the plans and specifications showing the nature, kind, shape, height, materials, location and approximate cost of same shall have been submitted to and approved in writing as to harmony of external design and location in relation to the building by an Architectural Control Committee composed of the entire Board of Directors of the Association, or by a representative or representatives designated by the Architectural Control Committee. In the event said Committee, or its designated representatives, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, such approval shall be deemed to have been refused. If no application has been made to the Architectural Control Committee or their representatives or approval has not been obtained, suit to enjoin or remove such additions, alterations or changes may be instituted at any time. Neither the members of the Architectural Control Committee nor its designated representatives shall be entitled to compensation to themselves for services performed pursuant to this paragraph, but compensation may be allowed to independent professional advisors retained by the Architectural Control Committee. During the time in which the Association has Class B members, the Architectural Control Committee's decisions must have the written approval of the Declarant. The Architectural Control Committee shall not approve fences on the patio limited common areas (and the same shall not be erected by the Unit Owners) except that a fence shall be permitted between the patio area of Units 2 and 3.

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of a building and placed on the dividing line between the Units shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use, provided that if the damage is caused by the wrongful act or negligence of one Owner, said Owner shall be responsible to pay the full cost of such reasonable repair and maintenance.

Section 3. Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 4. Easements for Access. It may be necessary that, from time to time, certain of the Units may need access to other Units in order to maintain and repair the sewer facilities or utilities. Such Unit Owners and their agents may have access to such other Units upon which those sewer facilities or utilities are located, provided that such access shall only be provided after giving the Owner of the Unit to which access must be obtained reasonable notice of need for such access and arranging for a mutually agreeable time for such access. There shall be an easement and right of access to Unit 5 for the purpose of reading utility meters located therein.

Section 5. Encroachments and Easements. In the event that by reason of the construction, reconstruction, settlement, or shifting of any building, or the design or construction of any Unit, any part of the Common Elements encroaches or shall hereafter encroach upon any part of any Unit, or any part of any Unit encroaches or shall hereafter encroach upon any part of the Common Elements, or any portion of any Unit encroaches upon any part of any other Unit, valid easements for the maintenance of such encroachment are hereby established and shall exist for the benefit of such Unit or Common Elements so encroaching so long as all or any part of the building containing such Unit or Common Elements so encroaching shall remain standing; provided, however, that in no event shall a valid easement for any encroachment be created in favor of the owner of any Unit or in favor of the owners of the Commom Elements if such encroachment occurred due to the willful conduct of said owner or owners.

ARTICLE X

INSURANCE

Section 1. Multi-Peril Property Insurance. The Association shall maintain multi-peril property insurance at full insurable value based on replacement cost on the entire Condominium. This is to include fire and extended coverage and all other types of coverage commonly maintained on such projects. The Association shall hold this insurance in its name for the use and benefit of the Unit Owners and of the mortgagees of Units, or their successors and assigns, as their interests may appear.

Section 2. Public Liability Insurance. The Association shall maintain comprehensive public liability insurance for personal injury or property damage on the Common Elements. Such insurance shall contain a "severability of interest" clause permitting recovery by Unit Owners for injury or damage insured against

Section 3. Fidelity Coverage. The Association may maintain fidelity coverage against dishonest acts by any person, paid or volunteer, responsible for handling the funds belonging to or administered by the Association. Such coverage shall name the Association as the insured.

Section 4. Common Expense. All insurance is maintained as a common expense. The Association acts as trustee for the purpose of obtaining insurance coverage and the receipt, application and disbursement of proceeds from it.

Section 5. Other Insurance. Maintenance of insurance by the Association does not relieve nor prohibit Unit Owners from maintaining insurance with limits in excess of those maintained by the Association or on risks not insured by it.

Section 6. Destruction and Reconstruction. In the event of a partial or total destruction of one or more Units, they shall be rebuilt and repaired as soon as practicable and substantially to the same design, plan and specifications as originally built, unless within thirty (30) days after such partial or total destruction, all of the Owners of Units subject to this Declaration agree not to repair or rebuild. On reconstruction, the design, plans 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 more than ten percent (10%) from the number of square feet for such Unit as originally constructed, and the location of the Unit shall be substantially the same as prior to the damage or destruction.

(i) When damaged Units are to be reconstructed or repaired, proceeds on account thereof shall be held in undivided shares for the Owners of damaged

Units in proportion to the cost of reconstructing or repairing the damage suffered by each such Unit Owner, which cost shall be fairly determined by the Association.

(ii) When damaged Units are not to be reconstructed or repaired proceeds on account thereof shall be held in undivided shares for each Unit Owner of such Units, such share being in proportion to the respective fair market value of all such damaged Units immediately prior to such damage, which are not to be reconstructed or repaired as the same shall be determined by arbitration pursuant to the provisions of Section 8.

Section 7. Partition. The Association shall have the right to levy assessments against the Units to be repaired or reconstructed in the event that the proceeds of any insurance collected are insufficient to pay the estimated or actual costs of repair or reconstruction; provided, however, that in the event of damage to an extent more than the available insurance, this Condominium shall be subject to an action for partition upon obtaining the written consent of the Unit Owners having no less than Eighty percent (80%) of the votes. In the event of partition, the net proceeds of sale, together with any net proceeds of insurance shall be considered as one fund. The proceeds of insurance shall be divided among the Unit Owners whose units are not being reconstructed in accord with the proportion of the fair market value of such units immediately prior to such destruction. All other proceeds of sale shall be divided among all Unit Owners in proportion to their interest in Common Elements as set forth in Exhibit A. Such distributions shall be to the Unit Owner or to any party designated by such Unit Owner, and shall be distributed in accordance with the priority interests in each Unit.

Section 8. Procedure. The process of arbitration as herein set forth shall be used to determine fair market value as mentioned above, as well as when any controversy arises between Owners and the Declarant, or which arises between the respective Owners, if the controversy or dispute arises as to the construction of any provisions of this Declaration, or compliance with any provisions of this Declaration, or any dispute which may arise due to the application of any provisions of this Declaration concerning approvals, or the violation of any of the use restrictions of the Condominium Property, or any dispute which may arise under the insurance clause hereunder, or under any other specific item which may be designated by an amendment to this Declaration as this Declaration may be amended from time to time. Arbitration, where so provided for in this Declaration, shall proceed in the following manner:

a. Who May Commence Arbitration. Either party to a controversy may institute arbitration proceedings upon written notice delivered to the other parties in person or by certified

shall supercede any litigation with respect to a controversy subject to arbitration hereunder.

b. Notice. The notice referred to above shall reasonably identify the subject of controversy and the subject of arbitration.

c. Appointment of Arbitrator. A singe arbitrator shall be appointed by the American Arbitration Association who, whenever the subject of the controversy involves the fair market value of a Unit, must be a member of the American Institute of Real Estate Appraisers (M.A.I.).

d. Place of Hearing. The arbitrator shall select the time and place for hearing of the controversy.

e. Rules for Arbitration. The arbitration shall be conducted by the arbitrator, in accordance with the rules of the American Arbitration Association.

f. Costs. The fee of the arbitrator and the costs and expenses incurred in said arbitration shall be divided and paid in equal shares by the parties to the arbitration, except in the case of arbitration to determine purchase price of a Unit pursuant hereto in which case such fee, costs and expenses shall be paid by the purchaser.

ARTICLE XI

GENERAL PROVISIONS

Section 1. Enforcement. Subject to the arbitration requirement of this Declaration, the Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations, now or hereafter imposed by the provisions of this Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

Section 3. Termination. This Declaration may only be terminated by the consent of the Owners of all Units and all of the parties holding mortgages, liens or other encumbrances against any of said Units, in which event the termination of the Declaration shall be by such plan as may be then adopted by said Owners and parties holding any

mortgages, liens or other encumbrances. Such election to terminate this Declaration shall be executed in writing by all of the aforementioned parties, and such instrument or instruments shall be recorded with the Register of Deeds in Dane County, Wisconsin.

Section 4. Amendment. Except as hereinafter limited and provided, this Declaration may be amended by an instrument signed by the Declarant alone at any time prior to the closing of sale of any Units and thereafter signed by not less than five/sixths of the Unit Owners; provided, however, that such amendment shall not substantially alter any of the rights or obligations of the Owners and/or Members without first obtaining the affected Owner's and/or Member's express written approval.

No amendment to this Declaration shall be adopted which would operate to affect the validity or priority of any mortgage or which would alter, amend or modify, in any manner whatsoever the rights, powers and privileges granted and reserved herein in favor of any mortgage or in favor of the Developer without the consent of all such mortgagees or the Developer, as the case may be.

Any amendment must be recorded with the Register of Deeds in Milwaukee County, Wisconsin.

The Declarant may make amendments to the Declaration prior to sale of all Units to correct any mistakes or ambiguities in the Declaration or to comply with guidelines of any applicable lender or purchaser of mortgage loans with respect to the Condominium.

Section 5. Registered Agent for Service of Process. The initial registered agent for service of process shall be Charles Trainer, c/o TMB Development Company, 302 North Broom Street, Madison, Wisconsin 53703. Change of agent for service of process may be accomplished by resolution of the Board of Directors of the Association and upon proper filing of said name with the Register of Deeds for Milwaukee County, Wisconsin, and with the Secretary of State of the State of Wisconsin.

IN WITNESS WHEREOF, the Developer has caused this instrument to be duly executed under seal, this _____ day of March, 1985.

TMB DEVELOPMENT COMPANY
By:

By _____

By _____

By _____

STATE OF WISCONSIN)
)
COUNTY OF MILWAUKEE)

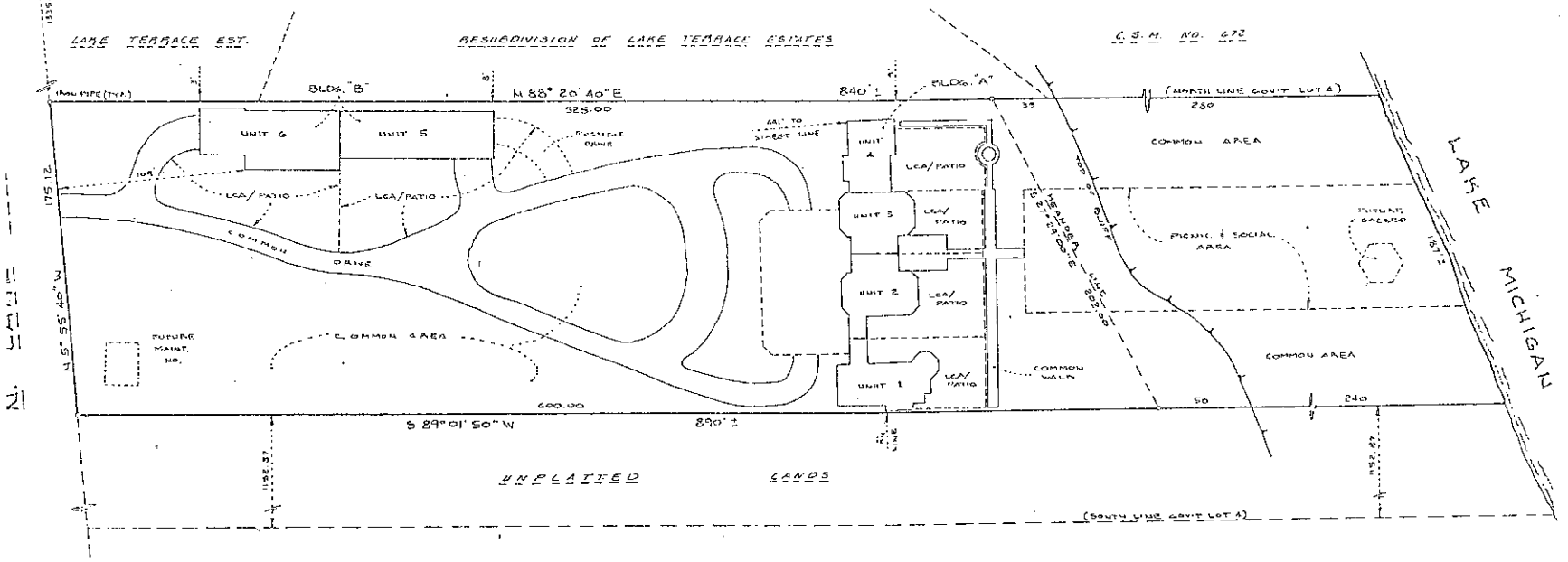
Personally came before me this _____ day of March, 1985, _____, to me known to be the persons who executed the foregoing instrument, and acknowledged that they executed the foregoing instrument on behalf of TMB Development Company, by its authority.

_____
*
Notary Public, Milwaukee County, Wisconsin
My Commission: _____

This instrument was drafted by:

David S. Lott
Foley & Lardner
777 East Wisconsin Avenue
Milwaukee, Wisconsin 53202

UIHLEIN ESTATE TOWN HOMES,
A CONDOMINIUM



DESCRIPTION OF PROPERTY

All that part of Government Lot Four (4) in Fractional Section 10, Township 7 North, Range 22 East, lying East of Lake Drive (formerly known as Whitefish Bay Avenue) and North of a line parallel with and eleven hundred fifty-two and eight-seven hundredths (1,152.87 feet) North of the South line of said Government Lot Four (4), in the City of Milwaukee, County of Milwaukee, State of Wisconsin.

STATE OF WISCONSIN)
MILWAUKEE COUNTY) SS

I hereby certify that I have surveyed the above described property and the map is a true representation thereof and shows the size and location of the property, its exterior boundaries, the location and identification of each unit and common areas as indicated on the map.

This surveyor makes no certification as to the accuracy of the diagrammatic floor plans of the condominium buildings and units contained in the plat or the approximate dimensions or floor areas thereof.

Dated this 21ST day of SEPTEMBER, 19 84.

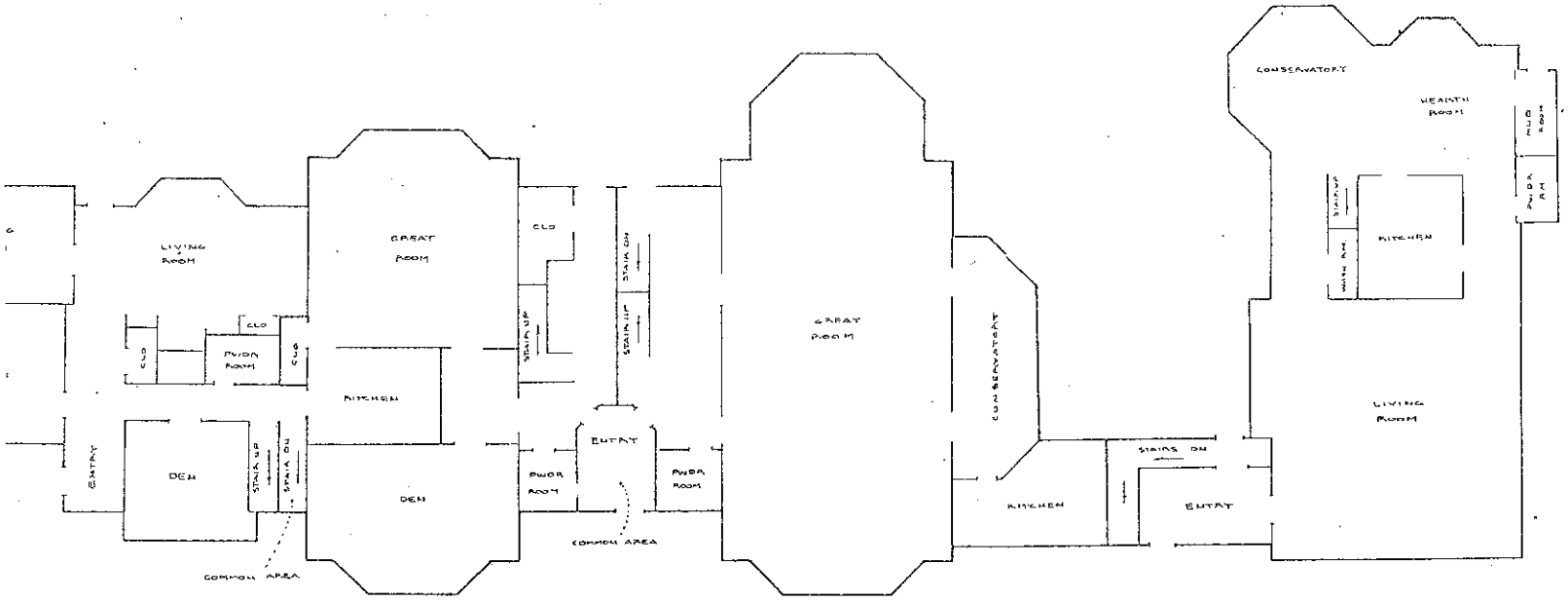
Paul D. Dixon

Paul D. Dixon, Registered Land Surveyor No. 1503

WISCONSIN
PAUL D. DIXON
LS-1503
SAUKVILLE, WIS.
LAND SURVEYOR

UIHLEIN ESTATES TOWN HOMES,

A CONDOMINIUM

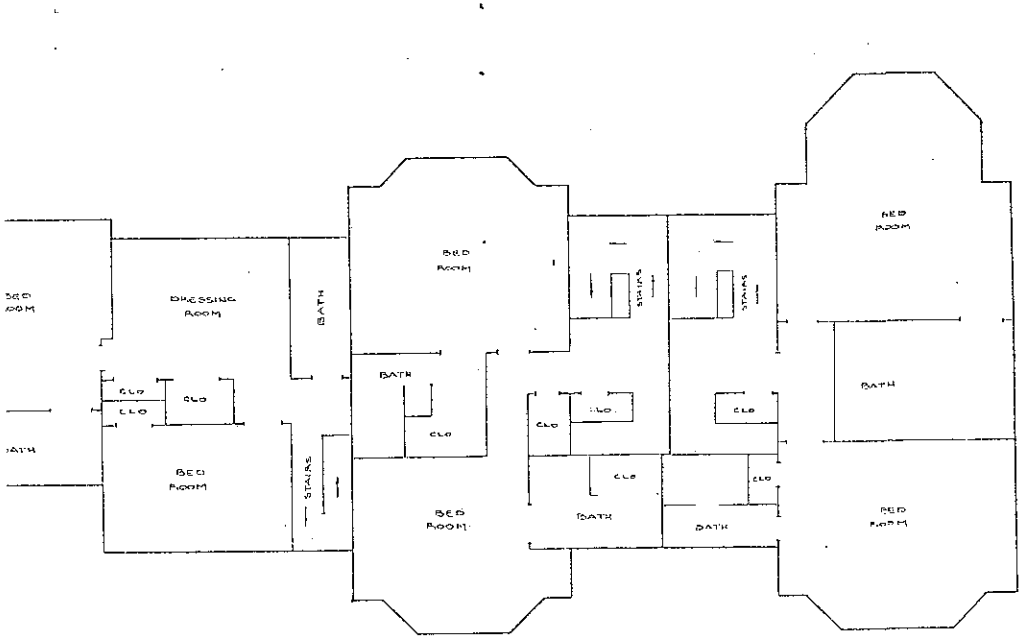


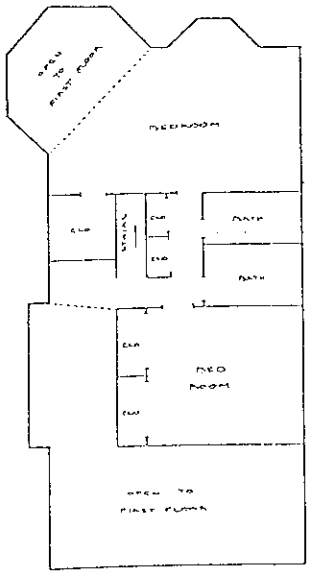
UNIT 4 UNIT 3 UNIT 2 UNIT 1

FIRST FLOOR PLAN

SCALE: 1"=10'

UIHLEIN ESTATE TOWN HOMES,
A CONDOMINIUM

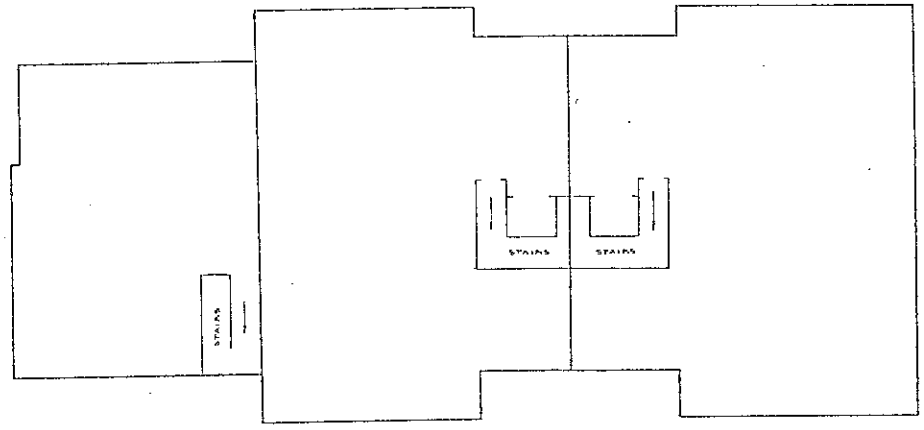




UNIT 4 UNIT 3 UNIT 2 UNIT 1

SECOND FLOOR PLAN
SCALE: 1" = 10'

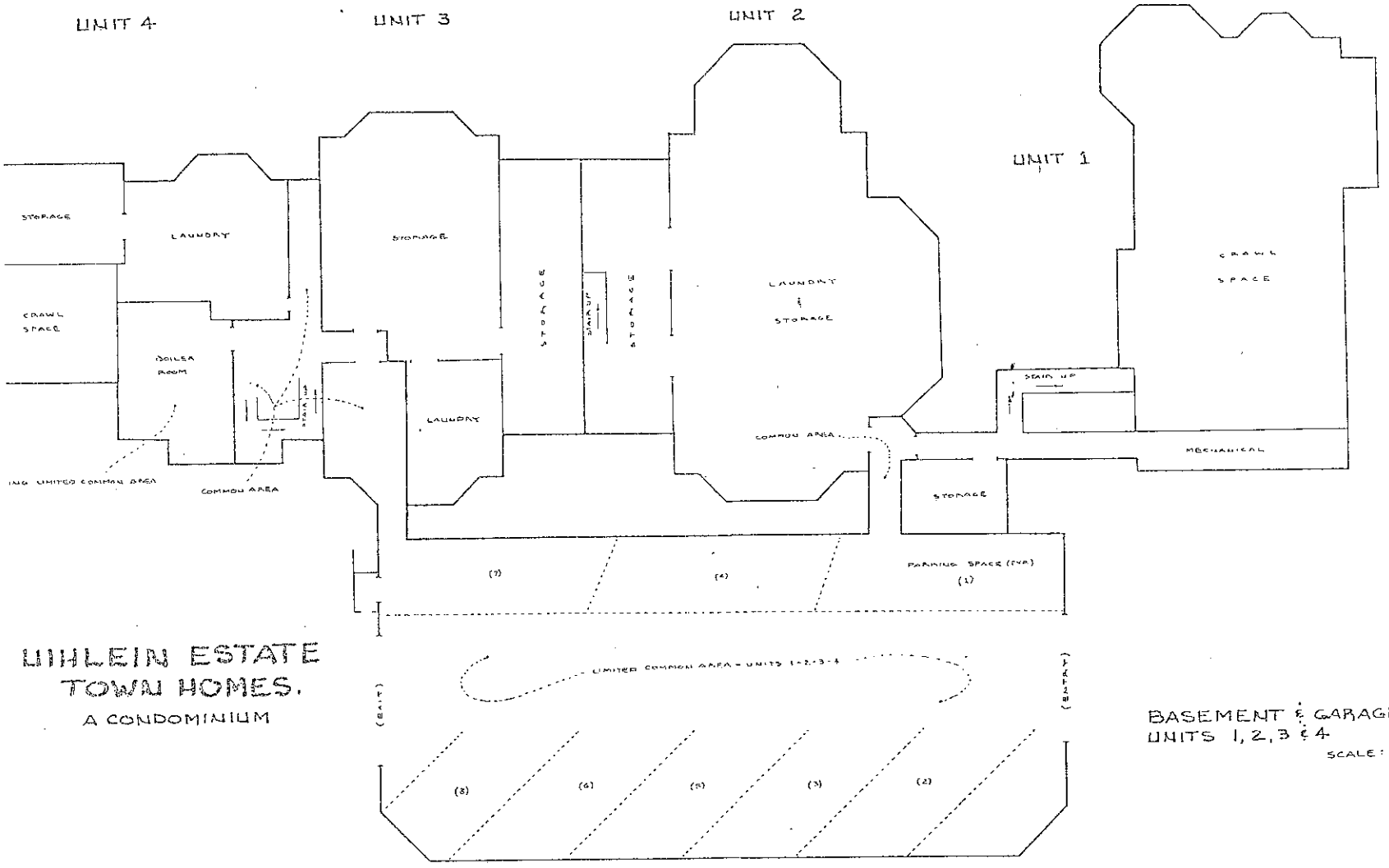
UIHLEIN ESTATE TOWN HOMES,
A CONDOMINIUM



UNIT 4 UNIT 3 UNIT 2

THIRD FLOOR PLAN

SCALE: 1"=10'

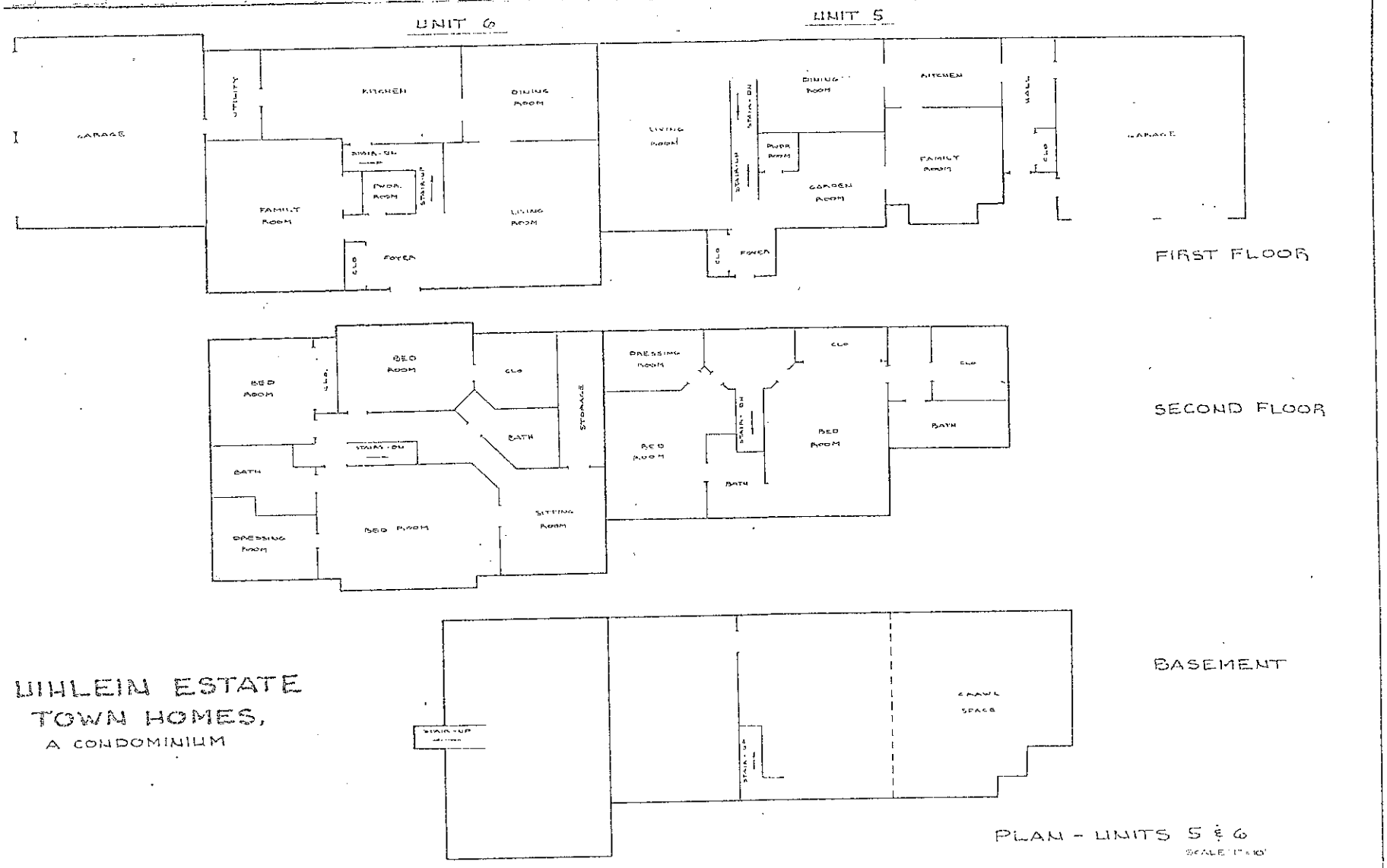


UIHLEIN ESTATE TOWN HOMES.

A CONDOMINIUM

BASEMENT & GARAGE PLAN UNITS 1, 2, 3 & 4

SCALE: 1" = 10'



WIHLEIN ESTATE
TOWN HOMES,
A CONDOMINIUM

PLAN - UNITS 5 & 6

SCALE 1" = 10'

SHEET 6 OF 6

BY-LAWS

OF

UIHLEIN ESTATE TOWN HOMES
CONDOMINIUM ASSOCIATION, INC.

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BY-LAWS

OF

UIHLEIN ESTATE TOWN HOMES
CONDOMINIUM ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

The name of the Association is Uihlein Estate Town Homes Condominium Association, Inc. hereinafter referred to as the "Association." The principal office of the Association and the mailing address of the Association shall be at 3318 North Lake Drive, Milwaukee, Wisconsin, 53211 but meetings of members and directors may be held at other places within the State of Wisconsin as the Directors may from time to time designate.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to the Uihlein Estate Town Homes Condominium Association, Inc., a corporation organized pursuant to Chapter 181, of the Wisconsin Statutes, its successors and assigns.

Section 2. "Property" shall mean and refer to that certain real property described in and subject to the Declaration of Condominium Ownership of Uihlein Town Home Estates, a condominium, and any supplements or amendments thereto.

Section 3. "Common Area" shall mean and refer to all real property maintained by the Association for the common use and enjoyment of the owners.

Section 4. "Unit" shall mean and refer to any individual residential Unit to be separately owned and shown upon the recorded plat or plats of survey of the Property as a separate and distinct Unit.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Unit which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Developer" shall mean and refer to TMB Development Company, a Wisconsin general partnership.

Section 7. "Declaration" shall mean and refer to the Declaration of Condominium Ownership applicable to the Property to be recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin, and any supplements or amendments thereto as provided in the Declaration.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

ARTICLE III

MEETING OF MEMBERS

Section 1. ANNUAL MEETING: The first annual meeting of the Members shall be held within one year from the date of recording of the Declaration, and each subsequent regular meeting of Members shall be held on the same day of the same month of each year thereafter, or such other date as the directors shall designate. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held on the first day following which is not a legal holiday. The purpose of each annual meeting of the Members shall be for the election of Directors and the transaction of such other business as may come before the meeting.

Section 2. SPECIAL MEETING: Special meetings of the Members may be called at any time by the Board of Directors or by the President, or upon written request of the Members who are entitled to one-third (1/3) of all of the votes.

Section 3. PLACE OF MEETINGS: Meetings of the Members shall be held at the principal office of the Property or at such other suitable place as may be designated by the Board of Directors.

Section 4. NOTICE OF MEETINGS: Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or other person authorized to call the meeting, by delivering written notice, either personally or by mail, at least ten (10) but not more than sixty (60) days before such meeting to each voting Member entitled to vote thereat, last appearing on the books of the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting. In lieu of such notice, waivers may be accepted from all Members.

Section 5. QUORUM: The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, at least two-thirds (2/3) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Declaration of these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 6. PROXIES: At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Association's Secretary. Every proxy shall be effective for a maximum period of one hundred eighty (180) days (unless granted to a mortgagee or lessee), shall be revocable and shall automatically cease upon conveyance by the Member of his Unit.

Section 7. MAJORITY OF UNIT OWNERS: As used in these By-Laws the term "majority of Unit Owners" shall mean those Unit Owners having more than fifty percent (50%) of the total authorized votes of all Unit Owners present in person or by proxy and voting at any meeting of the Unit Owners.

Section 8. DEVELOPER'S CONTROL: Except as provided in ARTICLE IV, Section 1, below, Developer, or a person or persons authorized by him, may appoint and remove the officers of the Association and exercise powers and responsibilities of the Association, provided, however, that such control shall cease seven (7) years from the date the first Unit is conveyed by Developer, or thirty (30) days after the conveyance of seventy-five percent (75%) of the Common Area interest to purchasers.

Section 9. RIGHTS OF DEVELOPER PRIOR TO TRANSFER: As long as the Developer shall own any Unit and notwithstanding any provisions of the Declaration to the contrary, Developer may use the Common Areas and any unsold Units on such condominium property as may facilitate the completion and sale of all Units contemplated thereon, including, but not limited to, in connection therewith, maintaining a sales office, showing property and maintaining signs.

ARTICLE IV

BOARD OF DIRECTORS
SELECTION - TERM OF OFFICE

Section 1. NUMBER AND SELECTION: The affairs of the Association shall be managed by a Board of five (5) Directors, who shall be Members of the Association, except that the initial directors need not be Members of the Association. Prior to the conveyance by the Developer of twenty-five percent (25%) of the Common Areas to purchasers, the Association shall hold a meeting of the Members other than Developer and shall elect at least twenty-five percent (25%) of the Directors; prior to the conveyance by the Developer of fifty percent (50%) of the Common Areas to purchasers, the Association shall hold a meeting of the Members other than Developer and shall elect at least thirty-three and one-third percent (33-1/3%) of the Directors. Not later than forty-five (45) days after the expiration of any period of Developer control, the Association shall hold a meeting, and the Members shall elect a board of five Directors and Officers, who shall take office upon election.

Section 2. ELECTION AND TERM OF OFFICE: At the meeting of the Members referred to in Section 1 above, the term of office of two members of the Board of Directors shall be fixed at three (3) years, the term of office of two members of the Board of Directors shall be fixed at two (2) years and the term of office of one member of the Board of Directors shall be fixed at one (1) year. At the expiration of the initial term of office of each respective member of the Board of Directors, his successor shall be elected to serve for a term of three (3) years. Except in the event of a

death, resignation or removal, each Director shall hold office until his respective successor has been elected by the Members. Members shall cease to be directors when they cease to be Members.

Section 3. REMOVAL: Any Director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association, or by a majority vote of the other Directors. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. COMPENSATION: No Director shall receive compensation for any service he may render to the Association as such. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. ACTION TAKEN WITHOUT A MEETING: The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE V

MEETINGS OF DIRECTORS

Section 1. REGULAR MEETING: Regular meetings of the Board of Directors shall be held four (4) times per year without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. SPECIAL MEETINGS: Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two (2) Directors, after not less than twenty-four (24) hours notice to each Director.

Section 3. QUORUM: A majority of the Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 4. WAIVER OF NOTICE: Any member of the Board of Directors may, at any time, waive notice of any meeting of the Board of Directors in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Board of Directors at any meeting of the Board shall constitute a waiver of notice by him of the time and place thereof. If all the members of the Board of Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

ARTICLE VI

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. POWERS: In addition to and not in limitation of their other authority, the Board of Directors shall have power to:

(a) Adopt and publish rules and regulations governing the use of the Common Area and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;

(b) Suspend the voting rights of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing before the Board, for infraction of published rules and regulations, these By-Laws or the Declaration;

(c) Exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions of these By-Laws or the Declaration;

(d) Remove a member of the Board of Directors with or without cause;

(e) Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties;

(f) Foreclose the lien against Units for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Member(s) personally obligated to pay the same;

(g) Adopt and amend rules and regulations covering the details of the operation and use of the Property;

(h) Open bank accounts on behalf of the Association and to designate the signatories required therefor;

(i) Purchase, lease or otherwise acquire in the name of the Board of Directors, or its designee, corporate or otherwise, on behalf of all Members, Units offered for sale or lease or surrendered by the Members to the Board of Directors;

(j) Purchase Units at foreclosure or other judicial sales in the name of the Board of

Directors, or its designee, corporate or otherwise, on behalf of all Members;

(k) Sell, lease, mortgage, vote the votes appurtenant to (other than for the election of members of the Board of Directors), or otherwise deal with Units acquired by, and to sublease Units leased by, the Board of Directors or its designee, corporate or otherwise, on behalf of all Members;

(l) Organize corporations to act as designees of the Board of Directors in acquiring title to or leasing of Units on behalf of all Members.

Section 2. DUTIES: It shall be the duty of the Board of Directors to:

(a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by one-third (1/3) of the Class A Members who are entitled to vote;

(b) Supervise all officers, agents and employees of the Association, and see that their duties are properly performed;

(c) As provided in the Declaration, to:

(1) Fix the amount of the annual assessment against each Unit at least thirty (30) days in advance of each annual assessment period;

(2) Send written notice of each assessment to every Owner subject thereto at least ten (10) days in advance of each annual assessment period.

(d) Issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment.

(e) Procure and maintain adequate liability and hazard and other insurance on property owned by the Association;

(f) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) Cause the Common Area to be maintained;

(h) Charge, in its discretion, reasonable fees for the use of any recreational facility which may be constructed upon the Common Area;

(i) Grant easements through or over the Common Area;

(j) Grant or withhold approval of any action by a Unit Owner or other person which would change the exterior appearance of a Unit or any other portion of the Condominium;

(k) Make contracts and incur liabilities in connection with the operation of the Condominium;

(l) Maintain a current roster of names and addresses of Unit Owners to which all notices shall be sent;

ARTICLE VII

OFFICERS AND THEIR DUTIES

Section 1. ENUMERATION OF OFFICERS: The officers of this Association shall be a President, one or more Vice-Presidents, and a Secretary who shall at all times be members of the Board of Directors, and a Treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. ELECTION OF OFFICERS: The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 3. TERM: The officers of this Association shall be elected annually by the Board, and each shall hold office until his successor is elected, unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. SPECIAL APPOINTMENTS: The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. RESIGNATION AND REMOVAL: Any officer may be removed from office, with or without cause, by the Board. Any officer may resign at any time, giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Officers who are members of the Association upon their election shall cease to be officers upon ceasing to be Members of the Association.

Section 6. VACANCIES: A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. MULTIPLE OFFICES: The offices of Vice-President and Secretary, Vice-President and Treasurer and Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. DUTIES: The duties of the officers shall be as follows:

(a) President. The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks if required to do so by resolution of the Board of Directors.

(b) Vice-President. The Vice-President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

(c) Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board.

(d) Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual review of the Association books to be made by an accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members.

ARTICLE VIII

COMMITTEES

The Association shall constitute an Architectural Control Committee, as provided in the Declaration. The Board may appoint a committee of less than the whole to carry out this function. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE IX

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, Articles, and the By-Laws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at a reasonable cost.

ARTICLE X

ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the Unit against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within fifteen (15) days after the due date, the assessment shall bear interest and be subject to penalty as set forth in the Declaration. The Association may bring an action at law against the Member(s) personally obligated to pay the same or foreclose the lien against the Unit, and interest, costs and reasonable attorneys' fees of any such action shall be added to the amount of such assessment. No Member may waive or otherwise escape liability for the assessments provided for therein by nonuse of the Common Area or abandonment of his Unit.

ARTICLE XI

ABATEMENT AND ENJOINING OF VIOLATIONS

The violation of any rule or regulation adopted by the Board of Directors, or the breach of any By-Law contained herein, or the breach of any provision of the Declaration, shall give the Board of Directors the right, in addition to any other rights set forth in these By-Laws: (a) to enter the Unit in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Member(s), any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board of Directors shall not thereby be deemed guilty in any manner of the trespass; or (b) to enjoin, abate or remedy such thing or condition by appropriate legal proceedings.

ARTICLE XII

PAYMENT OF ASSESSMENTS

No Member shall be permitted to convey, mortgage, pledge, hypothecate, sell or lease his Unit unless and until he shall have paid in full to the Board of Directors all unpaid common charges theretofore assessed by the Board of Directors against his Unit and until he shall have satisfied all unpaid liens against such Unit, except permitted mortgages.

ARTICLE XIII

CONFLICTS

These By-Laws are set forth to comply with the requirements of the Wisconsin Unit Ownership Act. In case there is any conflict between the provisions of these By-Laws, the Act, the Declaration, the Plat, or the Articles the following shall apply:

(a) The provisions of the Act control over the provisions of the By-Laws, the Declaration, the Plat and the Articles.

(b) The provisions of the Declaration control over the provisions of the Plat.

(c) The provisions of the Declaration and the Plat control over the provisions of the By-Laws and the Articles.

(d) The provisions of the Articles control over the provisions of the By-Laws.

ARTICLE XIV

AMENDMENTS

These By-Laws may be amended by affirmative vote of at least eighty percent (80%) of the Unit Owners at a regular or special meeting of the Unit Owners.

ARTICLE XV

FISCAL YEAR

The fiscal year of the corporation shall be the annual periods beginning January 1st and ending December 31st, or such other fiscal year as the Board of Directors may, from time to time, designate.

ARTICLE XVI

CORPORATE SEAL

The Association shall not have a seal; and where a seal be required, there shall be a notation thereon to the effect that the Association has no seal.

ARTICLES OF INCORPORATION
OF
UIHLEIN ESTATE TOWN HOMES CONDOMINIUM ASSOCIATION, INC.

The undersigned, for the purpose of forming a Wisconsin corporation under Chapter 181 of the Wisconsin Statutes, without stock and not for profit, adopts the following Articles of Incorporation.

Article 1

The name of the corporation is UIHLEIN ESTATE TOWN HOMES CONDOMINIUM ASSOCIATION, INC.

Article 2

The period of existence shall be perpetual.

Article 3

The purposes shall be to engage in any lawful activities authorized by Chapter 181 of the Wisconsin Statutes.

Article 4

The principal office is located in Milwaukee, Wisconsin, and the address of such principal office is 3318 North Lake Drive, Milwaukee, Wisconsin 53211.

Article 5

The name of the corporation's initial registered agent is Steven E. Keane.

Article 6

The address of the initial registered agent is c/o Foley & Lardner, 777 East Wisconsin Avenue, Milwaukee, Wisconsin 53202.

Article 7

These articles may be amended in the manner authorized by law at the time of amendment.

Article 8

The number of directors shall be fixed by the By-laws but shall not be less than three.

Article 9

The names and addresses of the initial Board of Directors are:

Daniel McCarty	301 North Broom Street Madison, WI 53703

Thomas Beach	301 North Broom Street Madison, WI 53703
Charles Trainer	301 North Broom Street Madison, WI 53703
David S. Lott	777 East Wisconsin Avenue Milwaukee, WI 53202
Michael W. Hatch	777 East Wisconsin Avenue Milwaukee, WI 53202

Article 10

With regard to membership provisions of the corporation, every record owner, whether one or more persons or entities, of a fee simple title to any unit, including land contract buyers, but excluding those having such interest merely as security for the performance of an obligation, shall be entitled and required to be a member of the corporation. If title to a unit is held by more than one person, each of such persons shall be members. Such record owner of more than one unit shall be entitled to one membership for each unit owned by him. Each such membership shall be appurtenant to the unit upon which it is based and shall be transferred automatically by conveyance of that unit. No person other than such record owner or TMB Development Company, a Wisconsin general partnership, may be a member of the corporation, and membership in the corporation may not be transferred except in connection with the transfer of title to a unit provided, however, that the rights of voting may be assigned to a mortgagee as further security for a loan secured by a mortgage on a unit.

Article 11

The corporation shall have the following two classes of voting membership:

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

b. Class B: The Class B member shall be TMB Development Company which shall be entitled to one vote for each unit owned; provided, however, that notwithstanding the foregoing provisions for

voting, TMB Development Company shall have additional votes so that it shall have at least 75% of the total combined Class A and Class B votes until all of the units are initially sold by the said Company; provided that said TMB Development Company's control shall cease seven (7) years after the first unit is conveyed to a purchaser other than said company, or thirty (30) days after the initial conveyance by said company of seventy-five percent (75%) of the units provided for herein, whichever time is earlier.

Except as otherwise provided, there shall be no class voting and thus both Class A and Class B members shall vote as one class with neither class having any preferential rights or priority as to voting.

Article 12

The name and address of the incorporator is Charles Trainer, 301 North Broom Street, Madison, Wisconsin 53703.

Executed in duplicate this _____ day of _____ 1984.

_____
Charles Trainer, Incorporator

STATE OF WISCONSIN)
) ss.
COUNTY OF _____)

Personally came before me this _____ day of _____ A.D., 19__ the aforenamed incorporator Charles Trainer to me known to be the person who executed the foregoing instrument, and acknowledged the same.

[SEAL]

_____
Notary Public
State of Wisconsin
My commission _____

This instrument was drafted and should be returned to: David S. Lott, c/o Foley & Lardner, 777 East Wisconsin Avenue, Milwaukee, Wisconsin 53202

UIHLEIN TOWN HOME ESTATES
Condominium Association

ESTIMATED INITIAL BUDGET

I. Estimated Budget for Overall Common Expenses

A. Overall Expense Estimates

Administration	$ 500.00
Legal and Accounting	200.00
Miscellaneous	100.00
Officers and Directors Insurance	105.00
Casualty and General Liability Insurance	1,900.00
Water and Sewer	300.00
Landscaping and Grounds Maintenance	1,600.00
Snow Removal	750.00
Trash Collection	350.00
Property Tax	-0-
Contingency Reserve	1,000.00
TOTAL	$6,805.00

B. Expenses Per Unit

Unit 1 (13%)	$ 884.65	($73.72 mo.)
Unit 2 (21%)	1,429.05	($119.09 mo.)
Unit 3 (18%)	1,224.90	($102.08 mo.)
Unit 4 (15%)	1,020.75	($85.06 mo.)
Unit 5 (15%)	1,020.75	($85.06 mo.)
Unit 6 (18%)	1,224.90	($102.08 mo.)

II. Estimated Budget For Building A Common Expenses

A. Overall Expense Estimates

Repairs and Maintenance	$1,750.00
Maintenance Contingency Reserve	700.00
Electrical Expense	500.00
Storms	275.00
TOTAL	$3,225.00

B. Expenses Per Unit

Unit 1 (20%)	$ 645.00	($53.75 mo.)
Unit 2 (31.5%)	1,015.88	($84.66 mo.)
Unit 3 (26%)	838.50	($69.88 mo.)
Unit 4 (22.5%)	725.63	($60.47 mo.)

III. Estimated Budget for Building B Common Expenses

A. Overall Expense Estimates

Repairs and Maintenance	$	925.00
Maintenance Contingency Reserve		350.00
Electrical Expense		-0-
Storms		125.00
TOTAL	$	1,400.00

B. Expenses Per Unit

Unit 5 (44%)	$	616.00 ($51.32 mo.)
Unit 6 (56%)		784.00 ($65.33 mo.)

IV. Estimated Budget for Heating Common Element Expense

A. Overall Expense Estimates

Repair Reserve	$	200.00
TOTAL	$	200.00

B. Expenses Per Unit

Unit 2 (39%)	$	78.00 ($6.50 mo.)
Unit 3 (33%)		66.00 ($5.50 mo.)
Unit 4 (28%)		56.00 ($4.67 mo.)

V. Total Estimated Monthly Budget Per Unit (Sum of Estimated Monthly Budgets Per Category of Expense Per Unit)

Unit 1	$	127.47
Unit 2		210.25
Unit 3		177.46
Unit 4		150.13
Unit 5		136.38
Unit 6		167.41

THE FOREGOING BUDGET FIGURES ARE BASED UPON THE ESTIMATES OF THE DECLARANT OF PROJECTED REASONABLE OPERATING EXPENSES IN A NORMAL YEAR. THIS BUDGET IS NOT BASED ON ANY EXPERIENCE WITH RESPECT TO THE CONDOMINIUM, AND THE ACTUAL EXPENSES OF THE ASSOCIATION MAY VARY BASED UPON CHANGES IN THE COSTS OF GOODS AND SERVICES, UNANTICIPATED REPAIRS OR REPLACEMENTS, MODIFICATIONS IN THE LEVEL OF QUALITY OF SERVICE VOTED BY THE ASSOCIATION AND OTHER FACTORS. THE DECLARANT DOES NOT GUARANTEE THE ACCURACY OF THIS BUDGET.

OPEN SPACE EASEMENT

THIS OPEN SPACE EASEMENT (hereinafter referred to as this "Easement") made and effective as of the _____ day of November, 1984, by TMB DEVELOPMENT COMPANY, a Wisconsin general partnership, (hereinafter referred to as "Grantor") to the CITY OF MILWAUKEE, WISCONSIN, a municipal corporation, (hereinafter referred to as "Grantee"):

W I T N E S S E T H :

WHEREAS, Grantor is the owner of that certain property (hereinafter referred to as the "Property") located at 3318-22 North Lake Drive, in the City and County of Milwaukee, State of Wisconsin, and more particularly described as Government Lot 4 East of Lake Drive, tax key number 278-9998; and

WHEREAS, the Property was zoned for single family use, and Grantor desired that such zoning be amended to permit the Property to be used as a residential condominium of six units, all as more particularly described in the application therefor filed by or on behalf of Grantor with the Department of City Development of the City of Milwaukee, Wisconsin, (hereinafter referred to as the "Application"); and

WHEREAS, certain owners of property in the vicinity of the Property expressed concern that even if the proposed rezoning were adopted, a subsequent rezoning could allow the construction of additional residential units on the Property; and

WHEREAS, in order to alleviate such concern and reduce opposition to the proposed rezoning, Grantor proposed to enter into this Easement;

NOW, THEREFORE, in consideration of the premises, Grantor hereby grants to Grantee an easement on and subject to the following terms, covenants, and conditions, to-wit:

1. No residential units or other buildings in addition to those set forth on the site plan of the Property, which is attached hereto as EXHIBIT A and is hereby incorporated herein, shall be built or located upon the Property. Grantor, and its successors and assigns, may construct a gazebo and utility shed shown on the site plans in locations other than that shown on the site plan, and may construct walkways, patios and other non-structural additions. Grantor and its successors and assigns shall be permitted at their option to construct a swimming pool and related pool house and to construct tennis courts, platform tennis courts or similar recreational facilities and related structures on the grounds. Nothing in this easement shall prevent the reconstruction or repair of any structures which are damaged or destroyed. Construction of any of the foregoing items shall be subject to any applicable permits or other governmental approvals.

2. Grantee shall have the right to enforce the terms hereof, as well as the terms of any applicable ordinances; provided, however, that this Easement does not grant to the public or to any third party any right to enter upon or use any part of the Property for any purpose.

3. This Easement and the terms, covenants, and conditions hereof shall "run with the land" and shall be binding upon and enforceable against the Property and the owners, from time to time, of the Property.

IN WITNESS WHEREOF, Grantor has caused this Easement to be executed and delivered in Milwaukee, Wisconsin, as of the day and year first above written.

TMB DEVELOPMENT COMPANY

By: _____
Name: Charles I. Trainer
Title: Managing Partner

STATE OF WISCONSIN)
) SS.
COUNTY OF MILWAUKEE)

On this, the _____ day of November, 1984, before me, the undersigned officer, personally appeared CHARLES I. TRAINER, who acknowledged himself to be the Managing Partner of TMB DEVELOPMENT COMPANY, a Wisconsin general partnership, and that he, as such partner, being authorized so to do, executed the foregoing instrument on behalf of said partnership, for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

[NOTARIAL SEAL]

_____
Notary Public, Milwaukee County
State of Wisconsin
My Commission: _____

This instrument was drafted by and should be returned to Michael W. Hatch, Esq., of Foley & Lardner, Box 55.

AMENDMENT TO DECLARATION OF CONDOMINIUM

This Amendment (the "Amendment") to the Declaration of Condominium Ownership of Uihlein Estate Town Homes, a condominium, is made this 24 day of February, 1986.

RECITALS:

1. The Declaration of Condominium Ownership of Uihlein Estate Town Homes (the "Declaration") was filed on October 21, 1985 with the Register of Deeds for Milwaukee County, Wisconsin as Document No. 5856701, Images 746 to 780.

2. Article ~~VI~~ XI, Section 4 of the Declaration permits an amendment signed by not less than the owners of 5/6 of the Units.

3. Five of the Units are presently owned by TMB Realty Company, the Declarant under the Declaration, which wishes to amend the Declaration as set forth herein.

4. Capitalized terms as used herein shall have the same meaning as in the Declaration.

Now, therefore, pursuant to the terms and conditions of the Declaration, the Declaration is hereby amended as follows:

1. The first sentence of Article III, Section 3 of the Declaration provides as follows: "The Common Elements shall be used only for access, ingress and egress to and from the respective Units by the families residing therein and their respective guests, household help and other authorized visitors, and for such other purposes which are incidental to the residental use of the Units." The Declaration is hereby amended by inserting the following sentence immediately after the foregoing sentence: "The use of the Common Elements west of the building containing Units 1 through 4 for purposes of play by children of the Unit Owners and their guests shall be deemed to be incidental to the residential use of the Units, provided that such play activity shall be subject to reasonable adult supervision and shall not unreasonably damage the Common Elements or unreasonably interfere with the quiet enjoyment by the Unit Owners of their Units." Except as so modified, Article III, Section 4 continues in full force and effect.

2. The location of the vegetable garden referred to in Article III, Section 3 of the Declaration shall be on such portion of the Common Elements which are west of the building containing Units 1 through 4 as are designated by the Association. The garden shall be located in a place which is reasonably appropriate for it, and the Association shall not refuse to set a location for the garden if any Unit Owners shall request it to do so.

3. [redacted] page [redacted] Declaration [redacted] entirety to read as follows:

[redacted] parking spaces appurtenant to Units 1, 2, 3 and 4

Unit	Space
1	1 & 2
2	1, 3 & 4
3	5 & 6
4	7 & 8

[redacted] however, that upon the sale of Unit 2 by the Declarant [redacted] Space Number 1 shall revert to and become appurtenant to Unit 1.

IN WITNESS WHEREOF, TMB Realty Company, Owner of 5/6 of the Units of the Condominium, has caused this instrument to be duly executed under seal, of this 24th day of February, 1986.

TMB DEVELOPMENT COMPANY

BY Charles I. Isaacs

STATE OF WISCONSIN)
)
COUNTY OF MILWAUKEE

Personally came before me this 24th day of February, 1986, Charles I. Isaacs, to me known to be the person who executed the foregoing instrument, and acknowledged that he executed the foregoing instrument on behalf of TMB Development Company, by its authority.

Rita K Ihm
* Rita K. Ihm
Notary Public, Milwaukee County, Wisconsin
My Commission: 8/9/87

This instrument was drafted by:

David S. Lott
Foley & Lardner
777 East Wisconsin Avenue
Milwaukee, Wisconsin 53202

296

ADDENDUM TO DECLARATION OF CONDOMINIUM OF UIHLEIN ESTATE TOWN HOMES, A CONDOMINIUM.

This addendum is made this 12 day of November, 1985 by TMB Development Company, a Wisconsin general partnership (the "Declarant").

RECITALS:

1. The Declarant has created a condominium known as Uihlein Estate Town Homes pursuant to a declaration of condominium (the "Declaration") recorded in the Register of Deeds for Milwaukee County, Wisconsin on October 21, 1985, Deed 1807, Images 746-780 inclusive, as Document No. 5856701, on the real estate described in the Declaration and incorporated herein by reference.

2. Declarant desires to modify and supplement the Declaration as provided herein.

NOW, THEREFORE, the Declarant, as title holder of the real estate described in the the Declaration, declares as follows:

1. Capitalized terms used in the Addendum shall have the same meaning as in the Declaration.

5893295
RECORD 6.00

2. The term "Limited Common Areas", as used from time to time in the Declaration, shall have the same meaning as ascribed to the term "Limited Common Elements" in Article I, Section 7 of the Declaration.

3. It is confirmed that the area shown on the condominium plat between (i) Unit 4 and the area designated as "LCA/Patio" appurtenant to Unit 4 and (ii) the north line of the property subject to the Declaration is common area. It is specifically also confirmed that the owners of Units 5 and 6 shall have access through such common area to all other common areas east of Building A, including the beaches and picnic common areas.

4. Anything in Article IV, Section 4 of the Declaration to the contrary notwithstanding, the Association shall have responsibility for mowing of lawns, maintenance of gardens, landscaping and snow removal in all areas of the condominium designated as "LCA/Patio" on the condominium plat, except that the Owners of a Unit shall be responsible for the maintenance of landscaping planted by or other items installed by an Owner after initial sale of the Unit by the Declarant.

5893295

REGISTER'S OFFICE
Milwaukee County, WI
RECORDED AT 9:05 AM
MAR - 5 1986
REEL 1853 IMAGE 1236
REGISTER OF DEEDS

1237

29C

5. No assessment imposed by the Association shall be used by the Association to defray in any manner Declarant's costs of improving the Units for sale by the Declarant to third parties.

6. Article VI, Section 4, Item a. shall be restated in its entirety to read as follows:

> All boundary walls of the Unit, and all portions of the Unit contributing to the support of the building, including but not limited to, the roofs and outside walls of buildings and all fixtures on the exterior or boundary walls of the units, floor and ceiling slabs, load bearing walls and all studs and other support material in such walls (except for interior surfaces of such boundary or support walls, including wall and ceiling materials, wallboard and plaster);

IN WITNESS WHEREOF, the Developer has caused this instrument to be duly executed, under seal, this 22 day of November, 1985.

TMB Development Company

By _____
CHARLES TRAZNER

By _____

By _____

STATE OF WISCONSIN)
)
COUNTY OF MILWAUKEE)

Personally came before me this 22 day of November, 1985, _____, to me known to be the person(s) who executed the foregoing instrument, and acknowledged that they executed the foregoing instrument on behalf of TMB Development Company by its authority:

_____
Notary Public, Milwaukee, Wisconsin
My Commission: _____
MARY A. MUSKOWITZ

This instrument was drafted by David S. Lott, Foley and Lardner, 777 East Wisconsin Avenue, Milwaukee, Wisconsin 53202.

REEL 1859 IMAGE 651

CONSENT TO AND JOINDER IN AMENDMENT

TO DECLARATION OF CONDOMINIUM

The undersigned [Insert names of buyer under any Contract of Sale] Holly Harnischfeger and Justin Siegel have entered into an agreement to purchase Unit 2 of Uihlein Estate Town Homes, a condominium and hereby agree that they consent to, and to the extent legally required, join in the attached Amendments to Declaration of Condominium of Uihlein Estate Town Homes.

Dated this 17th day of March, 1986.

By: Holly Harnischfeger
HOLLY HARNISCHFEGER

JUSTIN SIEGEL

STATE OF WISCONSIN

COUNTY OF MILWAUKEE

On this 17 day of March, 1986, before me, personally appeared Holly Harnischfeger and Justin Siegel, who executed before me the foregoing instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

[NOTARIAL SEAL]

Notary Public,
State of Wisconsin
My Commission: perm.

This instrument was drafted by:

David S. Lott Box 55
Foley & Lardner
777 E. Wisconsin Ave.
Milwaukee, WI 53202

5898148
REGISTER'S OFFICE
Milwaukee County, WI } SS
RECORED AT 3 40 PM M
MAR 21 1986
REEL 1859 IMAGE 651
REGISTER

TFP3148
RECORD 12.00
SUBTOTAL 12.00
TOTAL 12.00
CASH 12.00
#409630 0001 801 T13:

29e

AMENDMENT TO DECLARATION OF CONDOMINIUM

This Amendment (the "Amendment") to the Declaration of Condominium Ownership of Uihlein Estate Town Homes, a condominium, is made this 24th day of February, 1986.

RECITALS:

1. The Declaration of Condominium Ownership of Uihlein Estate Town Homes (the "Declaration") was filed on October 21, 1985 with the Register of Deeds for Milwaukee County, Wisconsin as Document No. 5856701, Images 746 to 780.

2. Article VI, Section 4 of the Declaration permits an amendment signed by not less than the owners of 5/6 of the Units.

3. Five of the Units are presently owned by TMB Realty Company, the Declarant under the Declaration, which wishes to amend the Declaration as set forth herein.

4. Capitalized terms as used herein shall have the same meaning as in the Declaration.

Now, therefore, pursuant to the terms and conditions of the Declaration, the Declaration is hereby amended as follows:

1. The first sentence of Article III, Section 3 of the Declaration provides as follows: "The Common Elements shall be used only for access, ingress and egress to and from the respective Units by the families residing therein and their respective guests, household help and other authorized visitors, and for such other purposes which are incidental to the residental use of the Units." The Declaration is hereby amended by inserting the following sentence immediately after the foregoing sentence: "The use of the Common Elements west of the building containing Units 1 through 4 for purposes of play by children of the Unit Owners and their guests shall be deemed to be incidental to the residential use of the Units, provided that such play activity shall be subject to reasonable adult supervision and shall not unreasonably damage the Common Elements or unreasonably interfere with the quiet enjoyment by the Unit Owners of their Units." Except as so modified, Article III, Section 4 continues in full force and effect.

2. The location of the vegetable garden referred to in Article III, Section 3 of the Declaration shall be on such portion of the Common Elements which are west of the building containing Units 1 through 4 as are designated by the Association. The garden shall be located in a place which is reasonably appropriate for it, and the Association shall nor refuse to set a location for the garden if any one Unit Owners shall request it to do so.

29F

3. The provision of Item "VI" of the first page of Exhibit A to the Declaration is modified in its entirety to read as follows:

"VI. Parking spaces appurtunant to Units 1, 2, 3 and 4.

Unit	Space
1	2
2	1, 3 & 4
3	5 & 6
4	7 & 8

provided, however, that upon the sale of Unit 2 by the original purchaser thereof from the Declarant, parking space number 1 shall revert to and become appurtunant to Unit 1."

IN WITNESS WHEREOF, TMB Realty Company, Owner of 5/6 of the Units of the Condominium, has caused this instrument to be duly executed under seal, of this 24th day of February, 1986.

TMB DEVELOPMENT COMPANY

BY Charles Trine

STATE OF WISCONSIN)
)
COUNTY OF MILWAUKEE

Personally came before me this 24th day of February, 1986, Charles T. Trine, to me known to be the person who executed the foregoing instrument, and acknowledged that he executed the foregoing instrument on behalf of TMB Development Company, by its authority.

Rita K. Ihm
* Rita K. Ihm
Notary Public, Milwaukee County, Wisconsin
My Commission: expires 9/9/87

This instrument was drafted by:

David S. Lott
Foley & Lardner
777 East Wisconsin Avenue
Milwaukee, Wisconsin 53202

SECOND AMENDMENT TO
DECLARATION OF CONDOMINIUM

This Second Amendment (the "Amendment") to the Declaration of Condominium Ownership of Uihlein Estate Town Homes, a condominium, is made this 11th day of March, 1986.

RECITALS:

1. The Declaration of Condominium Ownership of Uihlein Estate Town Homes (the "Declaration") was filed on October 21, 1985 with the Register of Deeds for Milwaukee County, Wisconsin as Document No. 5856701, Images 746 to 780.

2. The Declaration was amended by an Amendment to Declaration of Condominium filed on February 27, 1986 with the Register of Deeds for Milwaukee County, Wisconsin as Document No. 5891943, Images _____.

3. Article VI, Section 4 of the Declaration permits an amendment signed by not less than the owners of 5/6 of the Units.

4. Five of the Units are presently owned by TMB Realty Company, the Declarant under the Declaration, which wishes to amend the Declaration as set forth herein.

5. Capitalized terms as used herein shall have the same meaning as in the Declaration.

Now, therefore, pursuant to the terms and conditions of the Declaration, the Declaration is further amended as follows:

1. The first sentence of Article III, Section 3 of the Declaration provides as follows: "The Common Elements shall be used only for access, ingress and egress to and from the respective Units by the families residing therein and their respective guests, household help and other authorized visitors, and for such other purposes which are incidental to the residential use of the Units." The Declaration was amended in the first amendment to the Declaration by inserting the following sentence immediately after the foregoing sentence: "The use of the Common Elements west of the building containing Units 1 through 4 for purposes of play by children of the Unit Owners and their guests shall be deemed to be incidental to the residential use of the Units, provided that such play activity shall be subject to reasonable adult supervision and shall not unreasonably damage the enjoyment by the Unit Owners of their Units." The Declaration is hereby further

amended by inserting the following sentence immediately after the foregoing sentence: "The provision in the immediately preceding sentence may be amended by the unanimous consent of all Unit Owners." Except as so modified, Article III, Section 4 continues in full force and effect.

IN WITNESS WHEREOF, TMB Realty Company, Owner of 5/6 of the Units of the Condominium, has caused this instrument to be duly executed under seal, of this 17th day of March, 1986.

TMB DEVELOPMENT COMPANY

By Charles I. Trainer

STATE OF WISCONSIN)
)
COUNTY OF MILWAUKEE)

Personally came before me this 17th day of March, 1986, Charles I. Trainer, to me known to be the person who executed the foregoing instrument, and acknowledged that he executed the foregoing instrument on behalf of TMB Development Company, by its authority.

Rita K Ihm
* Rita K Ihm
Notary Public, Milwaukee County, Wisconsin
My Commission: Expires 8/9/87

This instrument was drafted by:

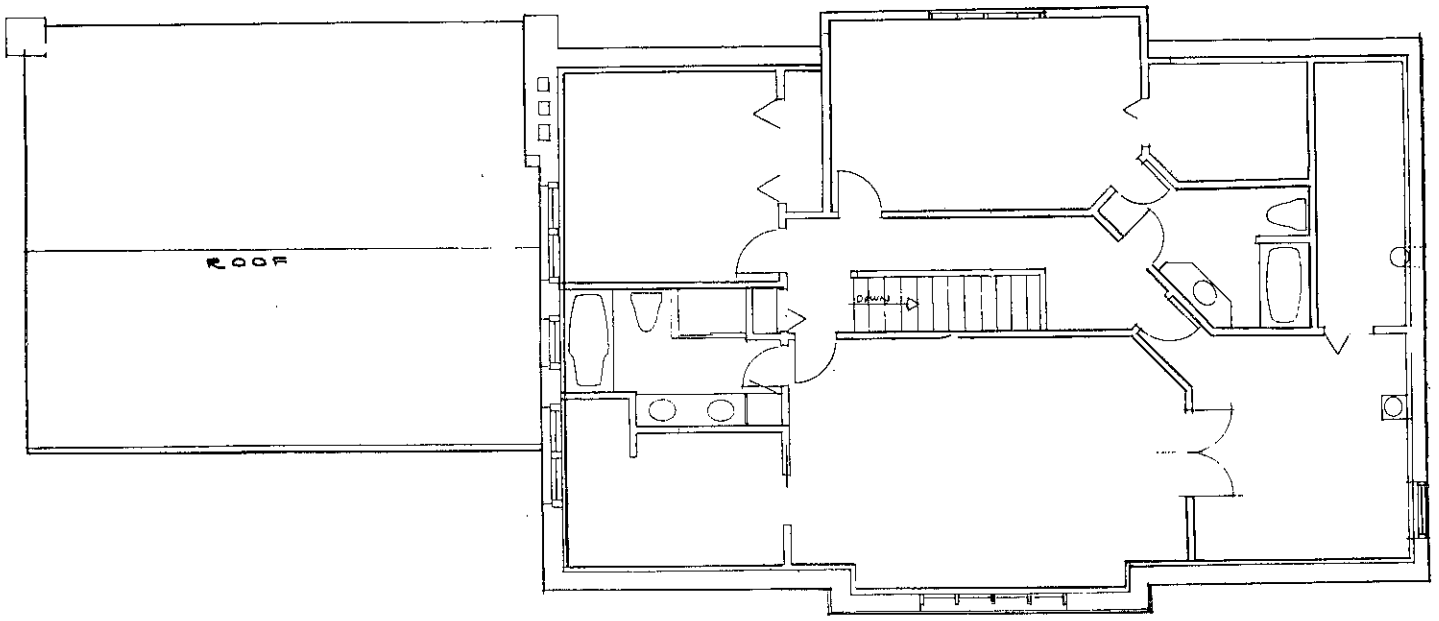
David S. Lott Box 55
Foley & Lardner
777 East Wisconsin Avenue
Milwaukee, Wisconsin 53202

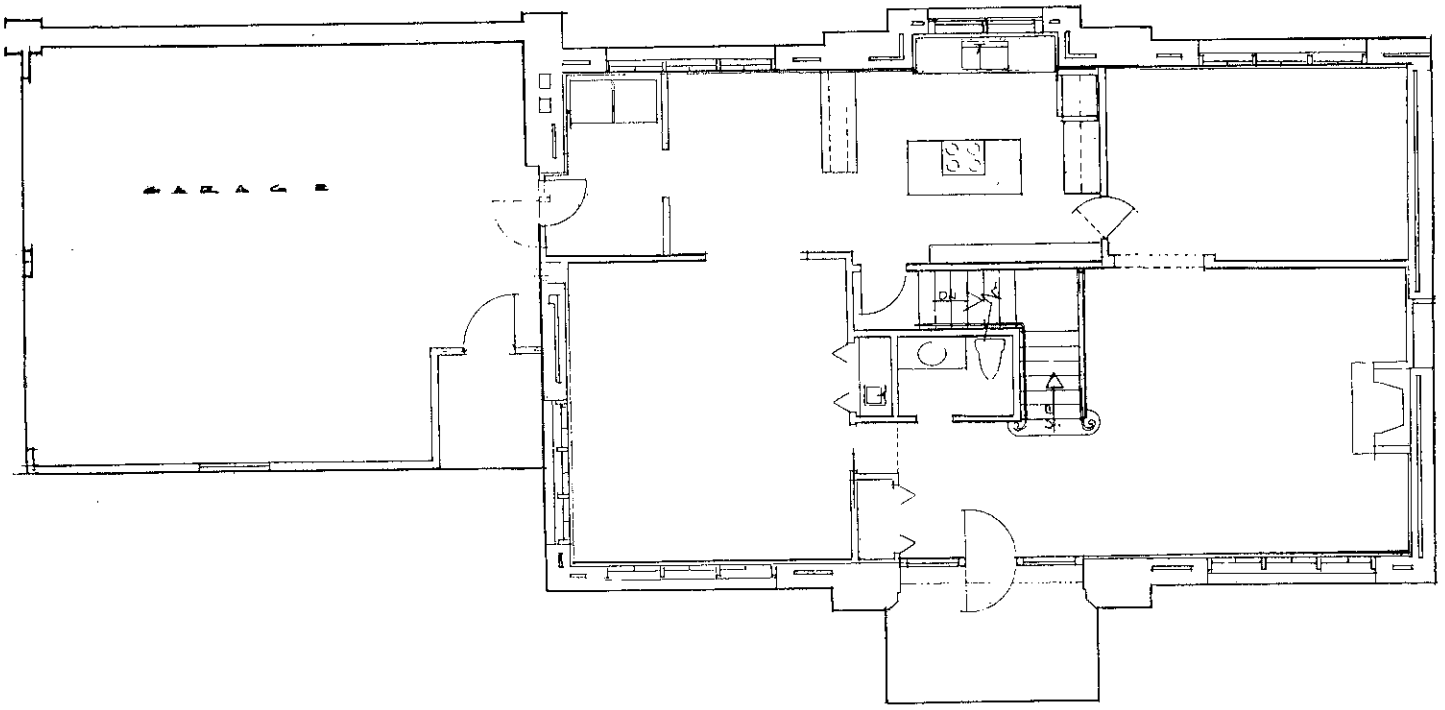
Uihlein Estate Towne Homes

TOWNE HOME F

Carriage House, West

Towne Home F's first and second floors total 2896 square feet of living area. Two vehicle attached garage is included.





[redacted]

I. Percentage Ownership of Common Elements

Unit 1	13%
Unit 2	21%
Unit 3	18%
Unit 4	15%
Unit 5	15%
Unit 6	18%

II. Percentage Assessment for Overall Common Expenses

Unit 1	13%
Unit 2	21%
Unit 3	18%
Unit 4	15%
Unit 5	15%
Unit 6	18%

III. Percentage Assessment for Building A Common Expenses

Unit 1	20%
Unit 2	31.5%
Unit 3	26%
Unit 4	22.5%

IV. Percentage Assessment for Building B Common Expenses

Unit 5	44%
Unit 6	56%

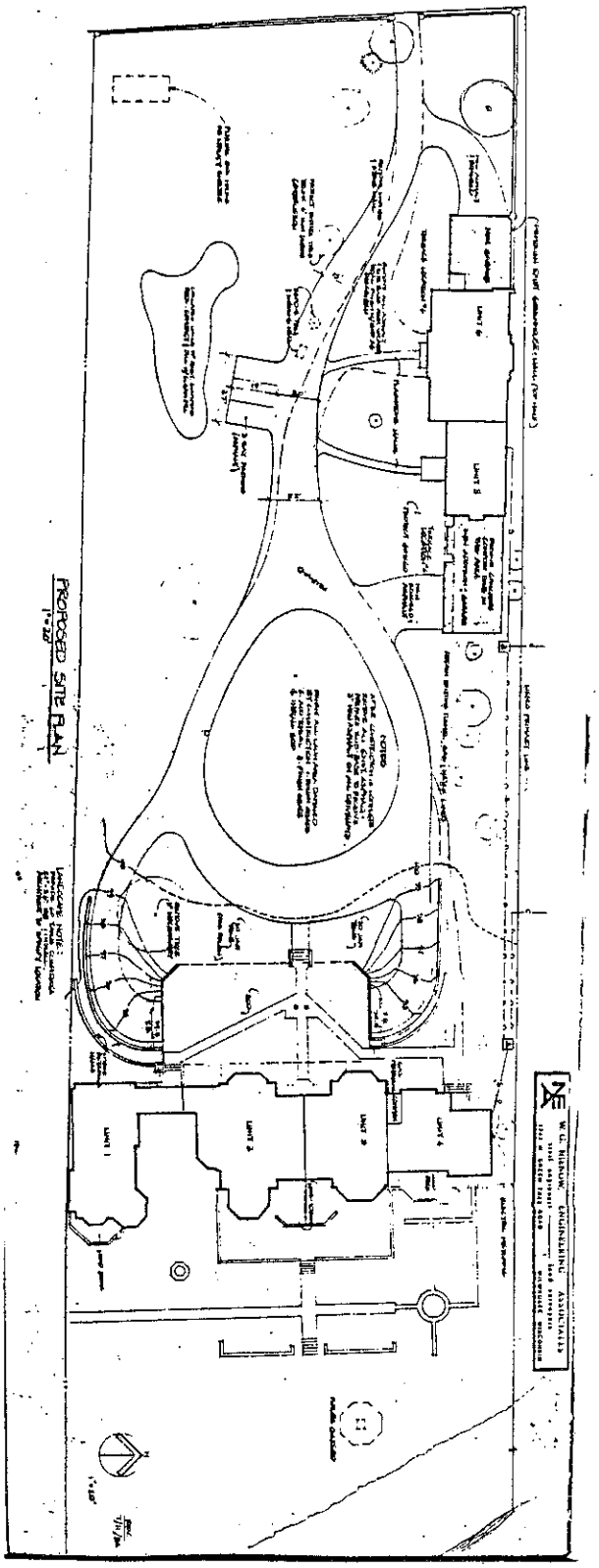
V. Percentage Assessment for Heating Limited Common Element Expenses for Units 2, 3 and 4

Unit 2	39%
Unit 3	33%
Unit 4	28%

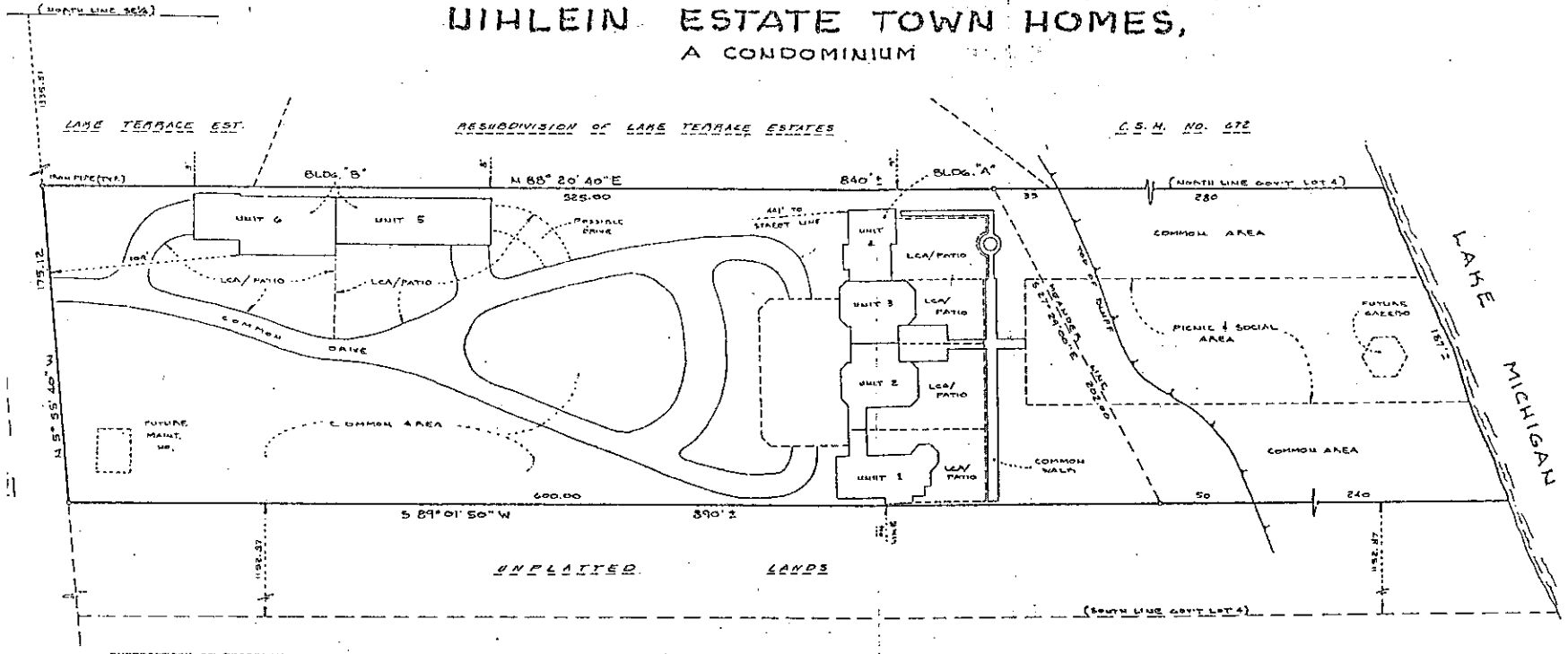
[redacted]

Unit	Space
Unit 1	1 and 2
Unit 2	3 and 4
Unit 3	5 and 6
Unit 4	7 and 8

EXHIBIT A
to
Open Space Easement



UIHLEIN ESTATE TOWN HOMES,
A CONDOMINIUM



DESCRIPTION OF PROPERTY

All that part of Government Lot Four (4) in Fractional Section 10, Township 7 North, Range 22 East, lying East of Lake Drive (formerly known as Whitefish Bay Avenue) and North of a line parallel with and eleven hundred fifty-two and eight-seven hundredths (1,152.87 feet) North of the South line of said Government Lot Four (4), in the City of Milwaukee, County of Milwaukee, State of Wisconsin.

STATE OF WISCONSIN)
MILWAUKEE COUNTY) SS

I hereby certify that I have surveyed the above described property and the map is a true representation thereof and shows the size and location of the property, its exterior boundaries, the location and identification of each unit and common areas as indicated on the map.

This surveyor makes no certification as to the accuracy of the diagramatic floor plans of the condominium buildings and units contained in the plat or the approximate dimensions or floor areas thereof.

Dated this 21ST day of SEPTEMBER, 19 84.

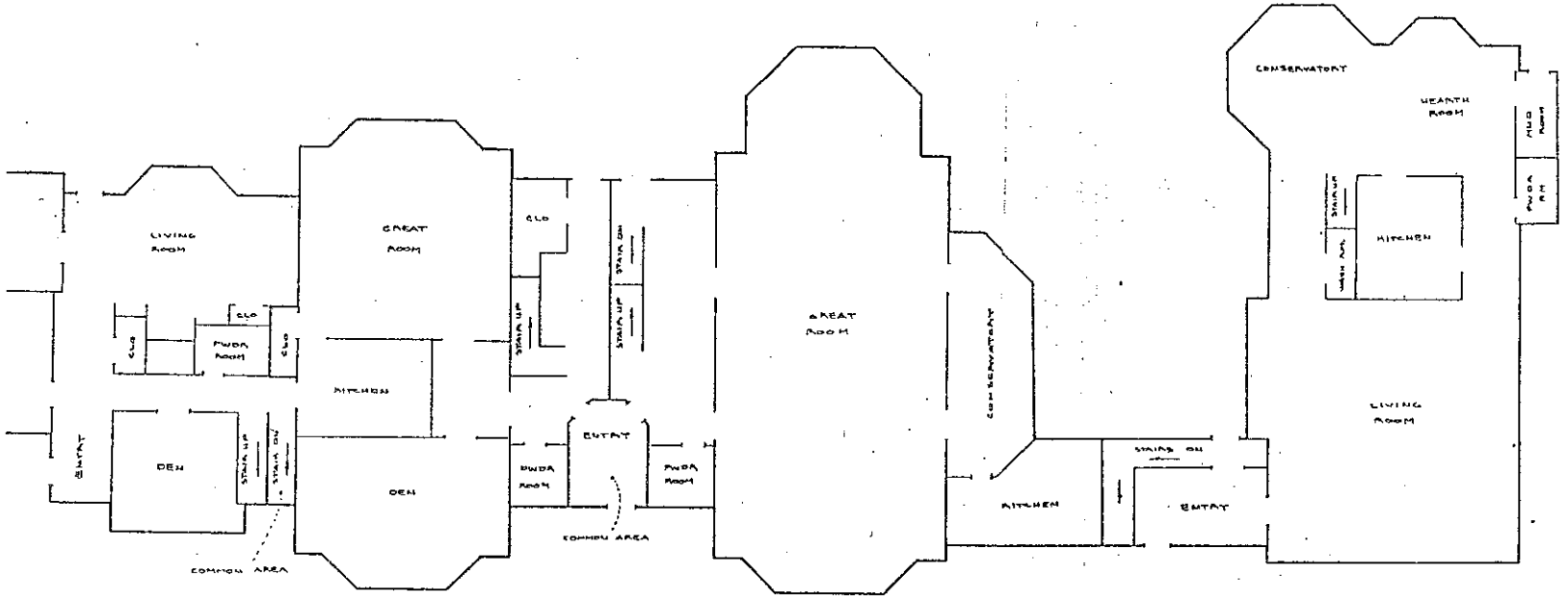
Paul D. Dixon

Paul D. Dixon, Registered Land Surveyor No. 1583

WISCONSIN
PAUL D. DIXON
LS-1583
SAUKVILLE, WIS.
LAND SURVEYOR

UIHLEIN ESTATES TOWN HOMES,

A CONDOMINIUM



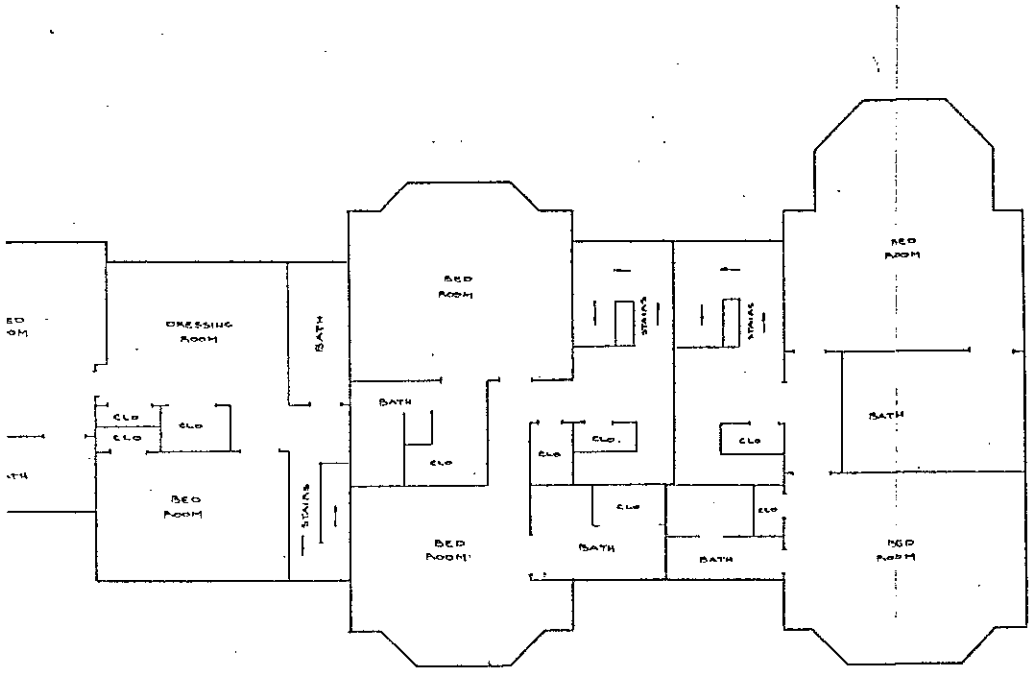
UNIT 4 UNIT 3 UNIT 2 UNIT 1

FIRST FLOOR PLAN

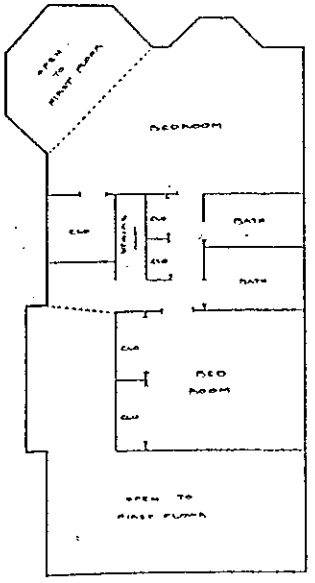
SCALE: 1" = 10'

UIHLEIN ESTATE TOWN HOMES,

A CONDOMINIUM



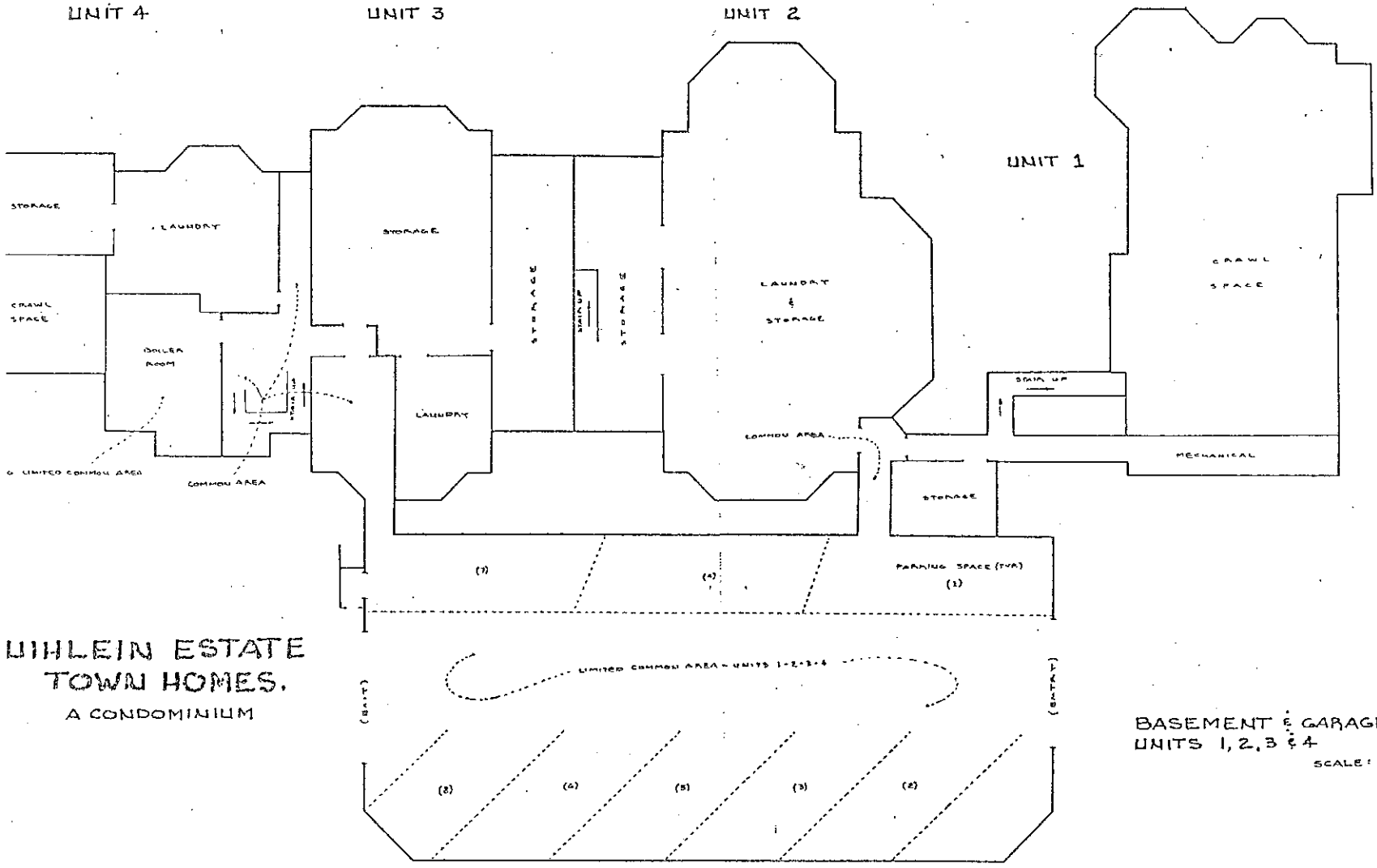
UNIT 4 UNIT 3 UNIT 2



UNIT 1

SECOND FLOOR PLAN

SCALE: 1" = 10'



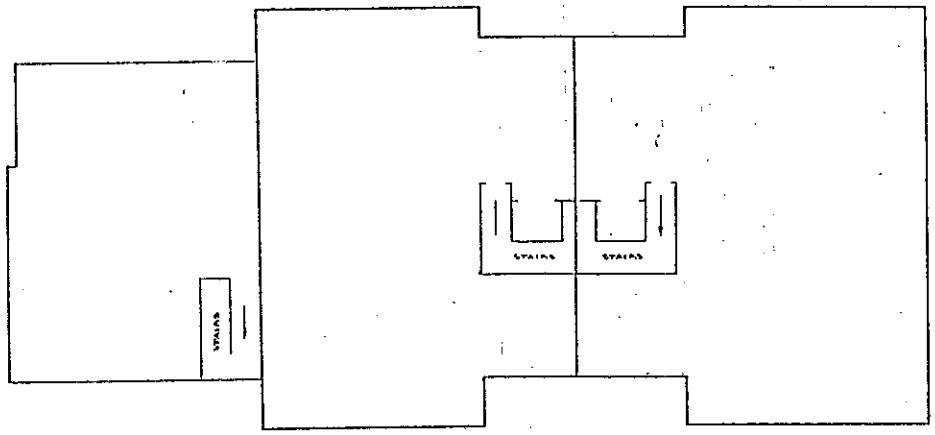
UIHLEIN ESTATE TOWN HOMES.

A CONDOMINIUM

BASEMENT & GARAGE PLAN UNITS 1, 2, 3 & 4

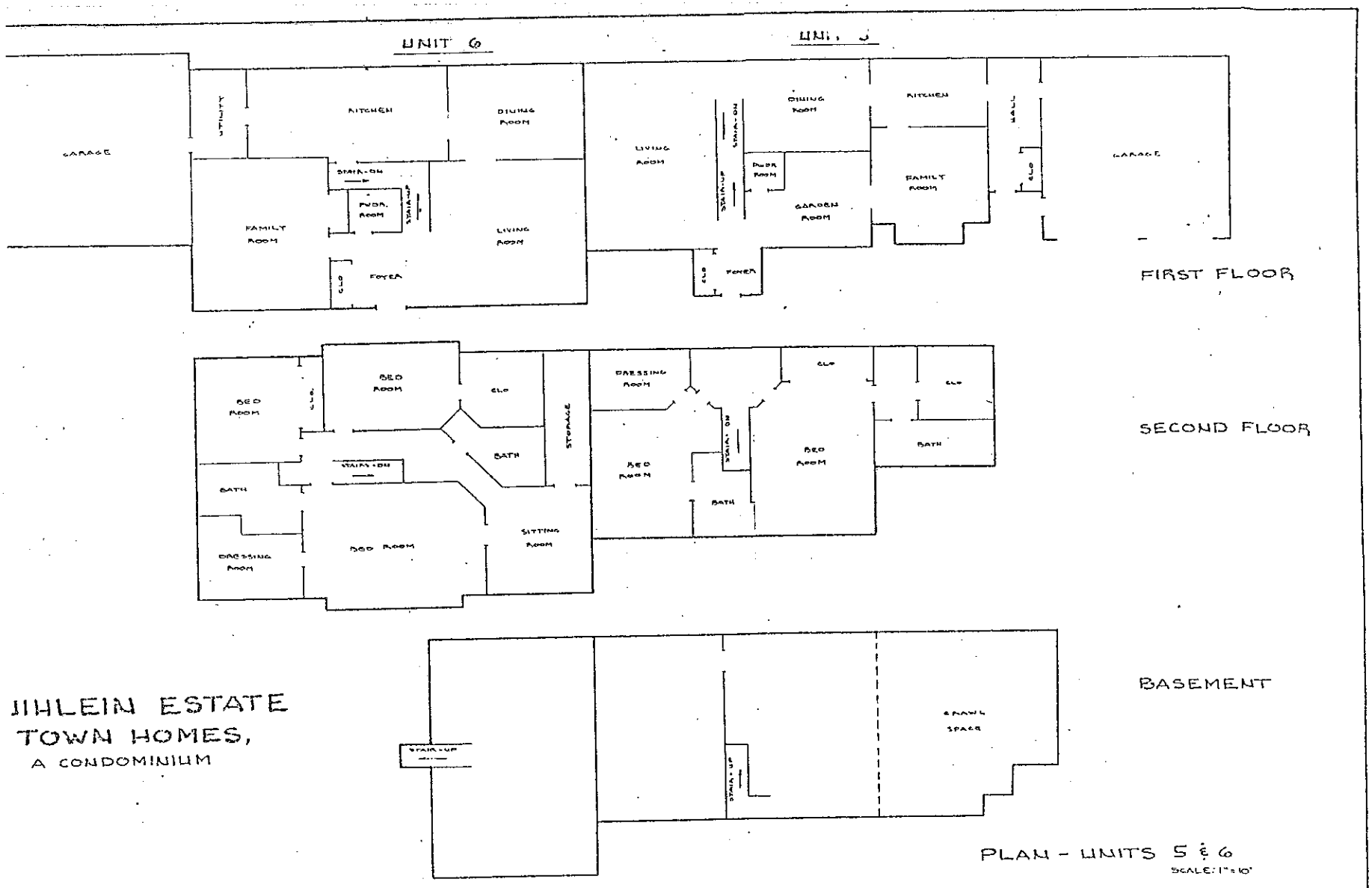
SCALE: 1" = 10'

UIHLEIN ESTATE TOWN HOMES,
A CONDOMINIUM



UNIT 4 UNIT 3 UNIT 2

THIRD FLOOR PLAN
SCALE: 1"=10'



JIHLEIN ESTATE
TOWN HOMES,
A CONDOMINIUM

PLAN - UNITS 5 & 6
SCALE: 1"=10'

SHEET 6 OF 6