DECLARATION OF CONDOMINIUM OWNERSHIP OF NORTHVIEW BEND CONDOMINIUM

Waukesha, Wisconsin

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DECLARATION OF CONDOMINIUM OWNERSHIP OF NORTHVIEW BEND CONDOMINIUM

Waukesha, Wisconsin

THIS DECLARATION, made this 16th day of August, 2001, by Northview, LLC, a Wisconsin limited liability company ("Declarant"), pursuant to the provisions of the Wisconsin Condominium Ownership Act, Chapter 703 of the Wisconsin Statutes ("Act").

I. STATEMENT OF DECLARATION.

The Declarant is the owner of certain real estate located in the City of Waukesha, Waukesha County, Wisconsin, as legally described on the attached Exhibit A ("Land"). The Declarant hereby submits and subjects the Land, together with all buildings, structures, improvements and other permanent fixtures to be constructed thereon ("Property"), to the provisions of the Act.

II. NAME AND DESCRIPTION OF THE CONDOMINIUM AND UNITS

The Property and the two (2) proposed eight (8) unit residential buildings with attached garages ("Building"), shall be known as NORTHVIEW BEND CONDOMINIUM ("Condominium"). A "Unit" is that part of the Building that is not a Common Element and is intended for individual, private use, comprised of one or more cubicles of air at one or more levels of space having outer boundaries formed by the interior surfaces of the perimeter walls, unfinished floors, ceilings, windows, window frames, doors and door frames of the Unit, as shown on the Building and floor plans attached hereto as Exhibit B, together with all fixtures and improvements therein contained. All installations for providing power, light, gas, hot and cold water, heating, refrigeration and air conditioning exclusively to one Unit shall be considered a part of that Unit. The various types of Units, their respective designations and locations, the approximate area of the Units, number of rooms, Common Elements to which the Units have access and further details identifying and describing the Units are all as set forth on Exhibit B attached hereto.

The Declarant reserves the right to change the style, model, size or location of the Building or any Unit, or any building or unit constructed on the Expansion Real Estate (as defined below) which is included in this Condominium, prior to completion of construction, regardless of the initial designation of such style, model, size or location on Exhibits or elsewhere in this Declaration. In interpreting the survey or floor plans or any deed or any other instrument affecting a Building or Unit, the boundaries of the Building or Unit constructed or reconstructed in substantial accordance with the survey and floor plans shall be conclusively presumed to be the actual boundaries rather than the description expressed in the survey or floor plans, regardless of minor variations between boundaries shown on the survey and floor plans and the actual boundaries or the Building or Unit as located and erected.

III. COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

Each owner of a Unit ("Unit Owner" or "Owner") shall own an undivided interest in the Common Elements with all other Unit Owners. The "Common Elements" shall consist of all of the Condominium, except the individual Units, including without limitation, the Land, foundations, structural walls and columns located within the boundaries of a Unit, hallways, stairways, entrances and exits, lobby, garage, elevators, basements, boilers, roof, incinerator, pipes, ducts, electrical wiring and conduits, central heating

and air conditioning systems, public utility lines, structural parts of the Building, outside walks, and driveways, landscaping and recreational areas. Each Unit's percentage of ownership in the Common Elements shall be calculated by dividing the number one hundred (100) by the number of Units then included in the Condominium. Until the Condominium is expanded (as provided in this Declaration), each Unit's percentage of ownership in the Common Element shall be as set forth on the attached Exhibit C. In the event the Condominium is expanded, the percentage for each Unit shall be adjusted accordingly.

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

The following portion of the Common Elements shall be considered "Limited Common Elements": the balconies or patios for a specific Unit. Each Unit Owner shall be entitled to the exclusive use of such Limited Common Elements. Each Unit shall have the number of parking stalls appurtenant to it as designated by Declarant upon the first conveyance of each Unit. Declarant shall have the right to assign specific parking stalls to Units, which assignment shall be set forth on a schedule maintained by the Association.

IV. USE OF UNITS AND COMMON ELEMENTS

The Units shall be occupied and used only for private residential dwelling purposes and for no other purposes. No trade or business shall be carried on anywhere within said Units. The Declarant may lease a Unit on such terms and conditions as it desires in its sole discretion, but after a Unit has been conveyed by Declarant to an Owner, it may not thereafter be leased except for a term of not less than one (1) year. Any person occupying a Unit with the authority of an Owner shall comply with all of the restrictions, covenants and conditions imposed on an Owner. If a Unit is leased in accordance with this Article, the Owner of such Unit shall notify the Association of the tenant's name or names and telephone number. If an Owner intends to leave a Unit for a period of more than one (1) month, such Owner shall prior thereto notify the Association of the forwarding address and telephone number where the Owner can be reached.

No trade or business may be carried on in the Common Elements. There shall be no obstruction of the Common Elements, nor shall anything be kept or stored on any part of the Common Elements without the prior written consent of the Association, except as specifically provided herein. Nothing shall be altered or constructed in, or removed from, the Common Elements except upon the prior written consent of the Association. No garbage or rubbish containers shall be placed or kept in the Common Elements other than those areas designated by the Association. An Owner shall not paint, decorate, or alter the appearance of the Common Elements without the consent of the Association. Subject to the rights of the Declarant under Article IX, no Owner may erect, post or display posters, signs or advertising material on or in the Common Elements.

Parking stalls, which are Limited Common Elements, shall be used only for the parking of private passenger automobiles, pickup trucks, motorcycles and bicycles. Persons parking in Common Elements shall, at reasonable times, for a reasonable period and upon reasonable notice, remove their vehicles therefrom to permit the parking areas to be repaired, resurfaced, repainted, striped or to permit cleaning thereof, the removal of snow therefrom or for similar purposes. All vehicles must fit within the space any may not interfere with the use of adjoining spaces. Parking of vehicles in Common Elements shall be subject to rules established by the Association.

Nothing shall be done or kept in any Unit or in the Common Elements, or any part thereof, which would increase the rate of insurance on the Condominium, or any part thereof, over what the Association, but for such activity, would pay. Nothing shall be done or kept in any Unit or in the Common Elements, or any part thereof, which would be in violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body. No damage to, or waste of, the Common Elements, or any part thereof, shall be permitted by any Owner or guests or tenants of the Unit Owner or other occupants of the Unit, and each Owner shall indemnify and hold the Association and the other Owners harmless against all loss resulting from any such damage or waste caused by, or at the direction of, that Unit Owner or guests or tenants of the Unit Owner or other occupants of the Unit. No noxious, destructive or offensive activity shall be carried on in any Unit or in the Common Elements which may cause an annoyance or nuisance (including the use of stereos, musical instruments, televisions or radios at such time or in such volumes of sound as to be objectionable) to any other occupants of the Building.

V. MAINTENANCE, REPAIRS AND REPLACEMENTS:

The Association, subject to the rights and duties of the Owners set forth in this 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. All such maintenance, repairs, and replacements to the Common Elements and facilities, whether located inside or outside of the Units, shall be made by the Association and charged to the Unit Owners as provided herein. The Association may enter any Unit at reasonable times and under reasonable conditions when necessary in connection with any maintenance, construction or repair of improvements or systems for which the Association is responsible. Such entry shall be made with prior notice to the Owners and with as little inconvenience to the Owners as practical, and any damage caused thereby shall be repaired by the Association and treated as a common expense.

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. The Association may arrange with others to furnish water, trash collection and other common services to each Unit.

The Association may make reasonable rules and regulations governing the use of the Units and of the Common Elements, which rules and regulations shall be consistent with the rights and duties established in this Declaration.

A Unit Owner shall be responsible for all maintenance, repairs and replacement of: (a) interior surfaces of a Unit together with utilities lines, mechanical equipment and fixtures which serve that Unit; (b) such fixtures and equipment which are located within that Unit; and (c) glass surfaces, screens, doors, windows, door and window hardware appurtenant to the Unit. The expense of such maintenance, repairs and replacement shall be borne solely by such Owner. A Unit Owner shall keep the Limited Common Elements appurtenant to such Unit, in a good, clean, sanitary and attractive condition. A Unit Owner shall have the exclusive right to paint, repaint, tile, panel, paper or otherwise refurnish and decorate the interior surfaces of the walls, ceilings, floors and doors forming or within the boundaries of a Unit and, subject to the approval of the Association, erect partition walls of a non-structural nature, provided that such Unit Owner shall take no action which in any way will materially change any common walls.

An Owner shall not, without first obtaining the written consent of the Association, make or permit to be made any structural alterations, changes or improvements to a Unit, or in or to the exterior of the Building or any Common Element. A Unit Owner shall not perform, or allow to be performed, any act or work which will impair the structural soundness or integrity of the Building, impair the safety of the Condominium or its occupants, or impair any easement without the prior written consent of the Association. Units may not be subdivided. Balconies and patios may not be enclosed.

In the event that any maintenance, repairs or replacement of a Common Element is required as a result of the willful or negligent act of an Owner or invitee, the costs shall be added to and become a part of the assessment for such Owner's Unit.

VI. ASSOCIATION MEMBERSHIP

Every Unit Owner shall be entitled and required to be a member ("Member") of "Northview Bend Condominium Association, Inc.," a nonstock corporation formed under Chapter 181 of the Wisconsin Statutes ("Association"). If title to a Unit is held by more than one person, each such person shall be a Member. An Owner of more than one Unit shall be entitled to one membership for each such Unit owned by such person. Each membership shall be appurtenant to the Unit upon which it is based and shall be transferred automatically by conveyance of that Unit. No person or entity other than a Unit Owner or Declarant may be a Member, 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 security for a loan secured by a mortgage on a Unit. The percentage interest for each Unit identified on the attached Exhibit C shall also serve as the basis in determining the voting interest of each Unit on matters for determination by Members and as to other matters described in the Act. Voting rights appurtenant to a Unit shall be exercised as provided in the By-Laws of the Association.

VII. ASSESSMENTS

Each Owner (excluding the Declarant which shall be obligated to pay for common expenses in accordance with the provisions set forth below), hereby covenants and agrees with each other Owner and with the Association to pay annual assessments, special assessments for capital improvements and for 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. After the transfer of the first Unit from Declarant to an Owner, Declarant shall not be responsible for assessments for common expenses with respect to unsold Units. However, Declarant shall pay the difference between the common expenses incurred by the Association, and the actual amount of assessments due from Unit Owners other than

Declarant, provided, that in no event shall Declarant's obligation for common expenses for an unsold Unit exceed the amount that an Owner other than Declarant would have been obligated to pay in assessments on the Unit from the date a permanent occupancy permit was issued for such Unit. The Declarant shall not be responsible for paying for any expenses after the date of conveyance of the last Unit by the Declarant.

The Board of Directors of the Association ("Board") shall from time to time, and at least annually, prepare a budget and fix the annual assessment, which assessment shall be used exclusively to promote the recreation, health, safety and welfare of the Members, for the improvement and maintenance of the Common Elements and such emergency repairs as the Association may deem necessary. In addition to the annual assessments, the Board may levy, in any assessment year, a special assessment applicable to that year only for the purposes determined by the Board; provided, however, that any such special assessment shall have the assent of the Unit Owners having two-thirds (2/3) of the votes at a meeting duly called for this purpose.

The Board may also levy special assessments against a particular Unit Owner and Unit for: (a) costs and expenses (anticipated or incurred) for damage to the Common Elements caused by or at the direction of that Unit Owner or guests or tenants of the Unit Owner or other occupants of the Unit; (b) costs, expenses and actual attorneys' fees incurred in, or in anticipation of, any suit, action or other proceeding to enforce the Act, the Declaration, the By-Laws, or the rules or regulations of the Association; (c) costs and expenses (anticipated or incurred) for emergency repairs to a Unit; (d) liabilities, costs and expenses incurred by the Association as a result of any temporary or permanent condition or defect in the Unit; (e) interest due on general and special assessments; (f) forfeitures and other penalties levied by the Board for violations of the condominium documents by a Unit Owner or the tenants or guests of the Unit Owner or occupants of a Unit; (g) all other costs and expenses anticipated or incurred by the Association which are subject to special assessments as provided under this Declaration or the By-Laws of the Association.

Each purchaser of a Unit from the Declarant shall pay to the Association as a contribution to the working capital of the Association (and not an advance payment of a monthly assessment) an amount equal to two monthly installments of the then existing or estimated assessment for common expenses at the time of conveyance by the Declarant. The Association may determine how to use or apply the working capital fund, including, but not limited to, an addition to any reserve fund, a deposit to a segregated fund for any purpose. Nothing herein shall prevent a Unit Owner from recouping any payments made to the Association under this paragraph from a subsequent purchaser of the Unit.

The annual assessments provided for herein shall be payable in monthly installments and shall commence as to a Unit on the date of first conveyance of such Unit by the Declarant. The first annual assessment shall be adjusted according to the number of months then remaining in the calendar year. At the closing of the first sale by Declarant of each Unit, that portion of the annual assessment due and payable in the month in which the closing occurs shall be prorated. The Board 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. The due date shall be the 1st day of each month. If such assessments are not paid by the 10th day of each month, an additional $25.00 late fee will be assessed to such Unit. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer or agent of the Association setting forth whether the assessments on a specified Unit have been paid.

All sums assessed to any Unit pursuant to this Article, together with interest thereon, shall be secured by a lien on such Unit in favor of the Association as provided in the Act.

VIII. INSURANCE

The Association, for the benefit of all Unit Owners, shall insure the Common Elements and the Building against loss or damage by fire and such other hazards as the Association may deem desirable, for the full replacement value of the Common Elements and the Building and a liability policy covering all claims commonly insured against, without prejudice to the right of a Unit Owner to also insure the Unit Owner's Unit for the Unit Owner's own benefit. The premiums for such insurance shall be deemed common expenses. Such insurance coverage shall be written in the name of, losses thereunder shall be adjusted by, and the proceeds of such insurance shall be payable to, the Association as trustee for the Unit Owners. The Association may engage the services of any bank or trust company authorized to do trust business in Wisconsin to act as trustee, agent, or depository on behalf of the Association for the purpose of receiving and disbursing the insurance proceeds resulting from any loss, upon such terms as the Association shall determine, consistent with the provisions of this Declaration. The fees of such corporate trustee shall be common expenses. The Association shall not be obligated to acquire casualty, property or liability insurance coverage or other insurance protection for a Unit Owner's individual Unit.

The proceeds of such insurance shall first be disbursed by the Association or by the trustee on behalf of the Association for the repair or restoration of the damaged Common Elements, and the Unit Owners and mortgagees shall not be entitled to receive payment of any portion of the insurance proceed unless the Association has determined not to rebuild, or the court has ordered partition of the Condominium, or there is a surplus of insurance proceeds after the Common Elements have been completely repaired or restored.

In the event of a partial or total destruction of the Common Elements, such Common Elements shall be rebuilt and repaired as soon as practicable and substantially to the same design, plan and specifications as originally built. All costs of the repair or reconstruction in excess of available insurance proceeds shall be a common expense.

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 seventy-five percent (75%) 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 and shall be divided among all Unit Owners in proportion to their percentage interests in the Common Elements.

The Association may maintain, as a common expense, any other insurance coverage or additional protection which the Board may deem necessary or advisable.

IX. DECLARANT'S RIGHTS

Until such time as the Declarant has sold all of the Units, the Declarant shall have the right to use any unsold Units and the Common Elements as may be necessary to expedite the sale of Units, including, but not limited to, the maintaining of a sales office, the holding of open houses and the erecting of signs.

X. NOTICES

All notices and other documents required to be given by this Declaration or by the By-Laws of the Association, shall be sufficient if given to any Owner of a Unit regardless of the number of Owners who have an interest therein. Notices and other documents to be served upon Declarant or the Association shall be personally served on the registered agent specified for receipt of process or mailed by certified mail, return receipt requested to such registered agent. All Owners shall provide the Secretary or the Association with the address for the mailing or service of any notice or other documents and the Secretary shall be deemed to have discharged the Secretary's duty with respect to giving of such notice by mailing it or having it delivered personally to the last such address on file. If a Unit Owner fails to provide such address, the Secretary shall be deemed to have given sufficient notice by mailing it or having it delivered to the Unit.

XI. GENERAL PROVISIONS

If any provision of this Declaration, or the application thereof, shall be held invalid or unenforceable, then the remainder of this Declaration shall not be affected thereby and shall be valid, and be enforced to the fullest extent.

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

This Declaration may be terminated only by the unanimous consent of all of the Owners of all Units and all of the parties holding mortgages on any 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 mortgages. The instruments necessary for such termination shall be recorded in Waukesha County, Wisconsin.

Except as hereinafter limited, this Declaration may be amended by an instrument signed by the Declarant alone at any time prior to the sale of Units having twenty-five percent (25%) of the percentage interest in the Common Elements and thereafter signed by Unit Owners having not less than seventy-five percent (75%) of the percentage interest in the Common Elements. A Unit Owner's consent to an amendment is not effective unless it is approved by a mortgagee of the Unit, if any. 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 mortgagee or in favor of the Declarant without the consent of all such mortgagees or the Declarant, as the case may be. Any Amendment must be recorded in the office of the Register of Deeds for Waukesha County, Wisconsin.

The initial registered agent for service of process is Robert Joseph, 1661 North Water Street, Suite 509, Milwaukee, Wisconsin 53202, as provided for in the Articles of Incorporation for the Association. The registered agent may change from time to time as and when a Change of Registered

Agent is filed with the Department of Financial Institutions for the State of Wisconsin. Any change in the registered agent will not require an amendment to this Declaration.

XII. EXPANSION.

The Declarant hereby expressly reserves an option until the tenth anniversary of the recordation of this Declaration to expand the Condominium in compliance with Section 703.26 of the Act without the consent of any Unit Owner or mortgagee. The option to expand may be terminated prior to such anniversary only upon the recordation by the Declarant of an amendment to this Declaration. The option to expand is subject to the following:

(a) The Declarant expressly reserves the unqualified right to add all or any portion(s) of the expansion real estate identified on Exhibit E ("Expansion Real Estate"), to add additional Units, or to do either or both of the foregoing at any time or from time to time at different times within the aforesaid ten (10) year period, provided, only that the total area of Expansion Real Estate added to the Condominium shall not exceed the total area of the Expansion Real Estate as described on Exhibit E, and further described on the survey attached hereto and made a part hereof as Exhibit F.

(b) At such time as the Condominium is expanded, if at all, the total maximum number of Units in the Condominium will not exceed eighty (80) if fully expanded.

(c) In order to exercise its rights pursuant to this Article, Declarant shall execute and record a supplemental declaration, which supplemental declaration shall describe the Expansion Real Estate or the Units to be added to the Condominium, the number of Units to be added, a description of said Units and any Limited Common Elements or Common Elements, the percentage of ownership in the Common Elements of all Units, the number of votes appurtenant to each Unit, and any complimentary additions and modifications to the Declaration as may be necessary and desirable to reflect the different character, if applicable, of the Expansion Real Estate being submitted to the Declaration, including a provision for additional easements, and to reflect any adjustment to the common expenses in connection with the Condominium as expanded.

(d) Declarant makes no assurances as to the locations of improvements that may be constructed on any portion of the Expansion Real Estate. The proposed location of buildings on the Expansion Real Estate as set forth on Exhibit F represent estimates only and Declarant specifically reserves the right to make alterations and modifications to the number, location and layout of improvements to be constructed on the Expansion Real Estate. Such improvements as may from time to time exist on any portion of the Expansion Real Estate will become part of the Condominium if and only if the Declarant's option to expand is timely exercised to include those portions of the Expansion Real Estate on which such improvements exist.

(e) All units to be created on any portion of the Expansion Real Estate added to the Condominium shall be restricted to residential use, and the quality, principal materials and architectural style of future improvements on any such portion shall be compatible with that of the improvements on the Property. No assurances are made by Declarant as to the size or type of Units or other improvements that may be created in the future on the

Expansion Real Estate and Declarant expressly reserves the right to use the Expansion Real Estate for the construction of apartments.

(f) Declarant expressly reserves the right to create Limited Common Elements on the Expansion Real Estate, and to designate Common Elements thereon. Declarant makes no assurances as to the type, size or maximum number of such Common Elements or Limited Common Elements.

(g) In the event the Condominium is expanded, the allocation of percentage of ownership in the Common Elements in the Condominium, as expanded from time to time, shall be determined in accordance with the formula set forth in Article III hereof, to reflect the addition of any Units added by such expansion.

(h) In the event the Declarant exercises its right to expand the Condominium pursuant hereto, then upon any such expansion all references in this Declaration to the "Buildings," the "Condominium," "Units," "Property," "Unit Owners," "Association," and all other terms which refer to the Condominium or any aspect thereof automatically shall refer to the Condominium as expanded.

(i) In the event the Declarant shall not add to the Condominium all or any portion of the Expansion Real Estate, the Declarant nevertheless shall have the right to construct, renovate or remodel all or any portion of any improvements on the Expansion Real Estate and to operate the same without restriction.

(j) In the event community and/or recreation facilities shall be constructed upon any portion of the Expansion Real Estate added to the Condominium, or any portion of the Expansion Real Estate added to the Condominium is dedicated or reserved for park or open space purposes, but the Condominium shall not be expanded to include all of the Expansion Real Estate, the Declarant expressly reserves the right to grant to any persons at any time owning or occupying any portion of the Expansion Real Estate not included in the Condominium, and the members of their families and guests, a non-exclusive easement for the use and enjoyment of such facilities and for reasonable rights of pedestrian and vehicular ingress and egress over the Condominium in furtherance thereof. Such easements shall be subject, without limitation, to all covenants and conditions of record, and to the obligation of all owners of any portion of the Expansion Real Estate to bear their fair share of all costs of operating, maintaining, repairing and replacing such facilities.

(k) In no event shall the Declarant be required to expand the Condominium or add any portion of the Expansion Real Estate thereto.

IN WITNESS WHEREOF, the Declarant, Northview, LLC, has executed this Declaration this 6th day of August, 2001.

NORTHVIEW, LLC,
a Wisconsin limited liability company

By: _____
Robert Joseph, Member

AUTHENTIGATION

Signature of Robert Joseph authenticated this 6th day of August, 2001.

_____
Bradley I. Dallet
Title: Member State Bar of Wisconsin

EXHIBIT "A"

LEGAL DESCRIPTION

PHASE 1 LEGAL DESCRIPTION:
Being a part of Outlot 1 in Brookstone Willows Addition No. 1, being a part of the NE 1/4 and SE 1/4 of the SE 1/4 of Section 29, T7N, R19E, in the City of Waukesha, Waukesha County, Wisconsin bounded and described as follows:

Commencing at the Northwest corner of said Outlot 1, thence N60°00'00"E, 33.28 feet; thence easterly 409.64 feet along the arc of a circle whose center is to the south, whose radius is 391.18 feet and whose chord bears Due East, 391.18 feet; thence S60°00'00"E, 102.49 feet; thence S24°01'45"W, 127.79 feet; thence N84°38'19"W, 105.19 feet; thence N89°38'01"W, 274.88 feet; thence northwesterly 47.31 feet along the arc of a circle whose center is to the west, whose radius is 362.37 feet and whose chord bears N26°15'37"W, 47.27 feet; thence N30°00'00"W, 112.39 feet to the place of beginning.

EXHIBIT "B"

CONDOMINIUM PLAT AND FLOOR PLANS

See attached

EXHIBIT "C"

PERCENTAGE INTEREST COMMON ELEMENTS

BUILDING	% INTEREST PER UNIT	TOTAL % INTEREST BY BUILDING
Building 1 Units 1-8	6.25%	50%
Building 2 Units 1-8	6.25%	50%

"EXHIBIT D"

CONSENT OF MORTGAGE HOLDER

The undersigned, PARK BANK, being the holder of a mortgage on the real estate being subjected to the condominium form of ownership hereunder, hereby consents to the terms and provisions of the above Declaration of Condominium Ownership of Northview Bend Condominium.

Dated as of the 17 day of August, 2001.

PARK BANK

By: Craig A Schmitz

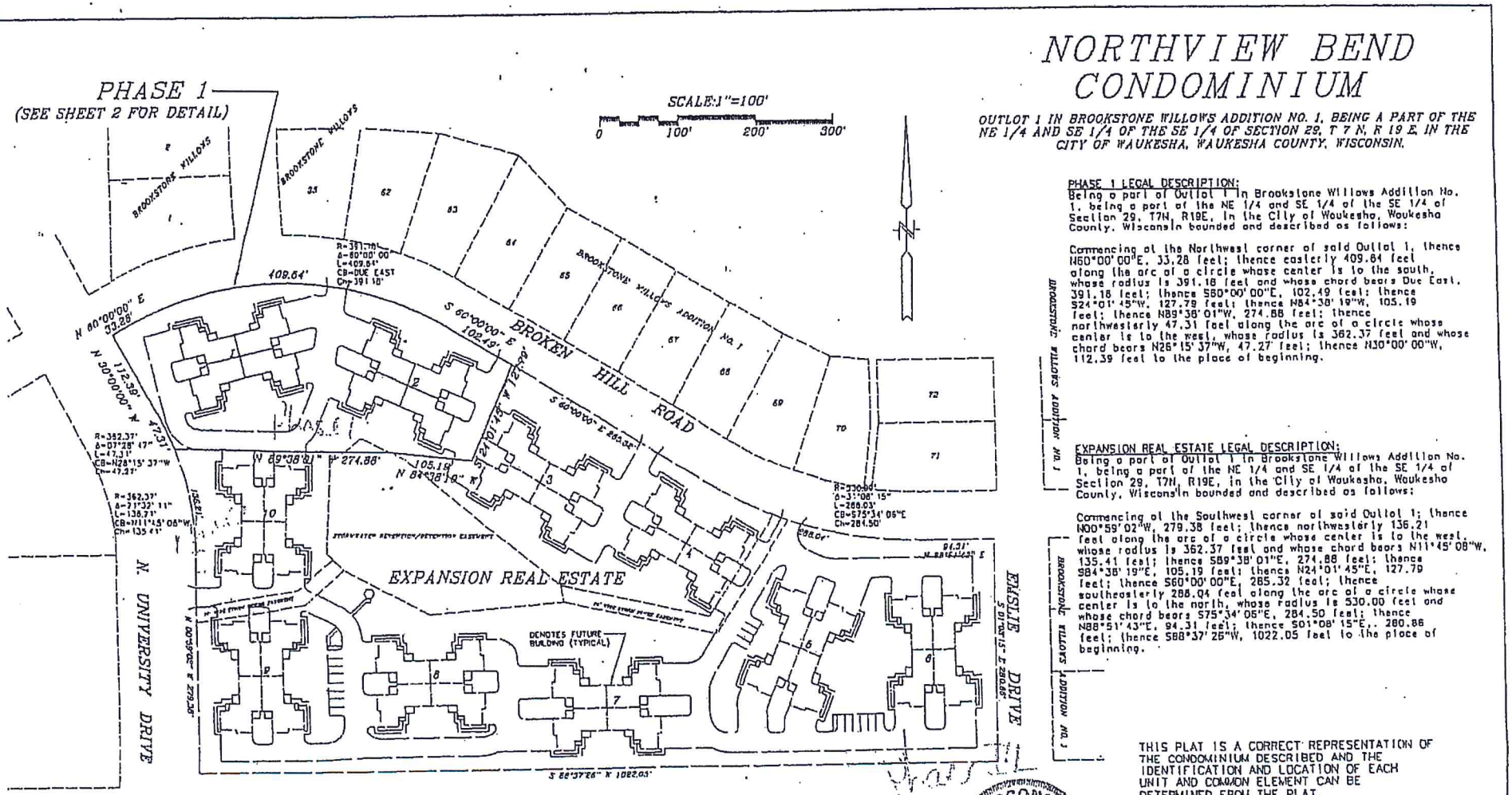
Subscribed and sworn to before me
this 17 day of August, 2001.

Notary Public State of Wisconsin
My Commission ~~Expires:~~ IS PERMA

:ODMA\PCDOCS\MKE_SQL\697828\1

NORTHVIEW BEND CONDOMINIUM

OUTLOT 1 IN BROOKSTONE WILLOWS ADDITION NO. 1, BEING A PART OF THE NE 1/4 AND SE 1/4 OF THE SE 1/4 OF SECTION 29, T 7 N, R 19 E, IN THE CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN.



PHASE 1 LEGAL DESCRIPTION:
Being a part of Outlot 1 in Brookstone Willows Addition No. 1, being a part of the NE 1/4 and SE 1/4 of the SE 1/4 of Section 29, T7N, R19E, in the City of Waukesha, Waukesha County, Wisconsin bounded and described as follows:

Commencing at the Northwest corner of said Outlot 1, thence N60°00'00"E, 33.28 feet; thence easterly 409.84 feet along the arc of a circle whose center is to the south, whose radius is 391.18 feet and whose chord bears Due East, 391.18 feet; thence S60°00'00"E, 102.49 feet; thence S24°01'45"W, 127.79 feet; thence N84°38'19"W, 105.19 feet; thence N89°38'01"W, 274.88 feet; thence northwesterly 47.31 feet along the arc of a circle whose center is to the west, whose radius is 362.37 feet and whose chord bears N26°15'37"W, 47.27 feet; thence N30°00'00"W, 112.39 feet to the place of beginning.

EXPANSION REAL ESTATE LEGAL DESCRIPTION:
Being a part of Outlot 1 in Brookstone Willows Addition No. 1, being a part of the NE 1/4 and SE 1/4 of the SE 1/4 of Section 29, T7N, R19E, in the City of Waukesha, Waukesha County, Wisconsin bounded and described as follows:

Commencing at the Southwest corner of said Outlot 1; thence N00°59'02"W, 279.38 feet; thence northwesterly 136.21 feet along the arc of a circle whose center is to the west, whose radius is 362.37 feet and whose chord bears N11°45'08"W, 135.41 feet; thence S89°38'01"E, 274.88 feet; thence S84°38'19"E, 105.19 feet; thence N24°01'45"E, 127.79 feet; thence S60°00'00"E, 285.32 feet; thence southeasterly 288.04 feet along the arc of a circle whose center is to the north, whose radius is 530.00 feet and whose chord bears S75°34'06"E, 284.50 feet; thence N88°51'43"E, 94.31 feet; thence S01°08'15"E, 280.86 feet; thence S88°37'26"W, 1022.05 feet to the place of beginning.

THIS PLAT IS A CORRECT REPRESENTATION OF THE CONDOMINIUM DESCRIBED AND THE IDENTIFICATION AND LOCATION OF EACH UNIT AND COMMON ELEMENT CAN BE DETERMINED FROM THE PLAT.

WISCONSIN
8/17/01
CHRISTOPHER J. KUNKEL
S-1755
WAUKESHA
WI
REGISTERED LAND SURVEYOR

EDGEWOOD ENGINEERING GROUP INC.
civil engineering • land surveying • site planning
W230 S6735 CLARK STREET • BIG BEND • WISCONSIN 53103
(262)662-5002 • fax (262)662-5012

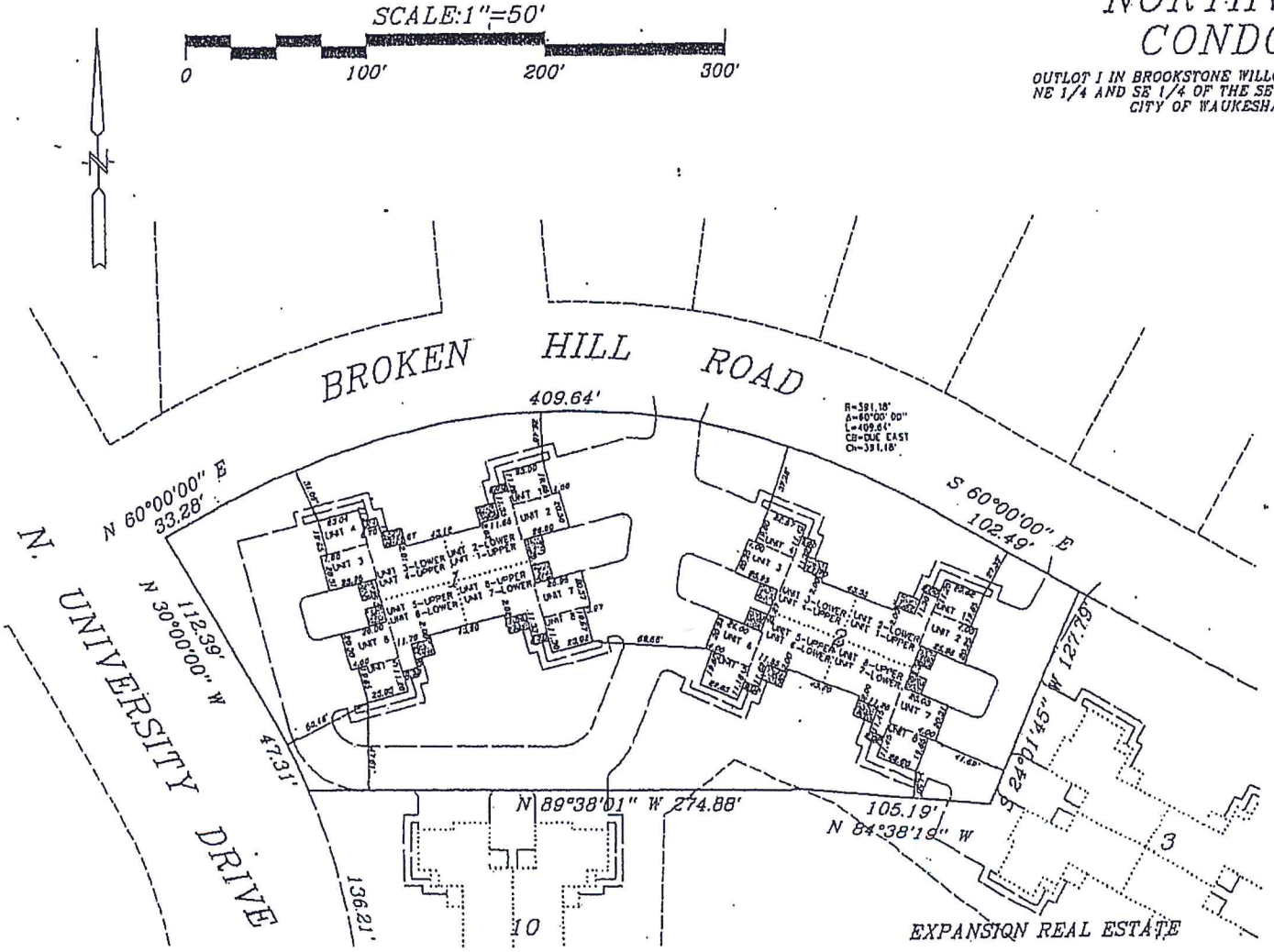
THIS INSTRUMENT WAS DRAFTED BY CHRISTOPHER J. KUNKEL S-1755

SHEET 1 OF 8

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NORTHVIEW BEND CONDOMINIUM

OUTLOT 1 IN BROOKSTONE WILLOWS ADDITION NO. 1, BEING A PART OF THE NE 1/4 AND SE 1/4 OF THE SE 1/4 OF SECTION 29, T 7 N, R 19 E, IN THE CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN.



WISCONSIN 8/7/01 CHRISTOPHER J. KUNKEL S-1765 WAUKESHA WI LAND SURVEYOR

DENOTES LIMITED COMMON AREA

EDGEWOOD ENGINEERING GROUP INC.
civil engineering • land surveying • site planning
N230 S8735 CLARK STREET • BIG BEND • WISCONSIN 53103
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THIS INSTRUMENT WAS D[illegible]TED BY CHRISTOPHER J. KUNKEL S-1765

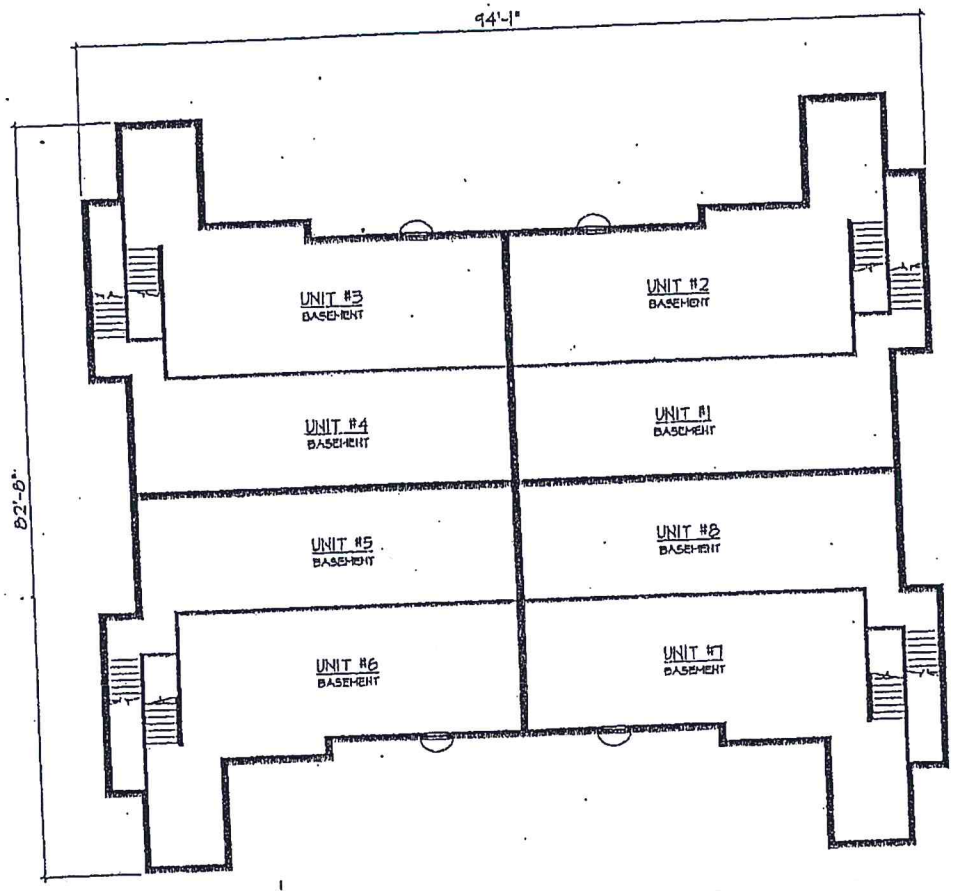
SHEET 2 OF 8

NORTHVIEW BEND CONDOMINIUM

BUILDING #1

CITY OF WAUKESHA, COUNTY OF WAUKESHA, STATE OF WISCONSIN

BASEMENT PLAN



LIMITED COMMON AREA

NORTH

0' 4' 8' 16'

SCALE: 3/32" = 1'-0"

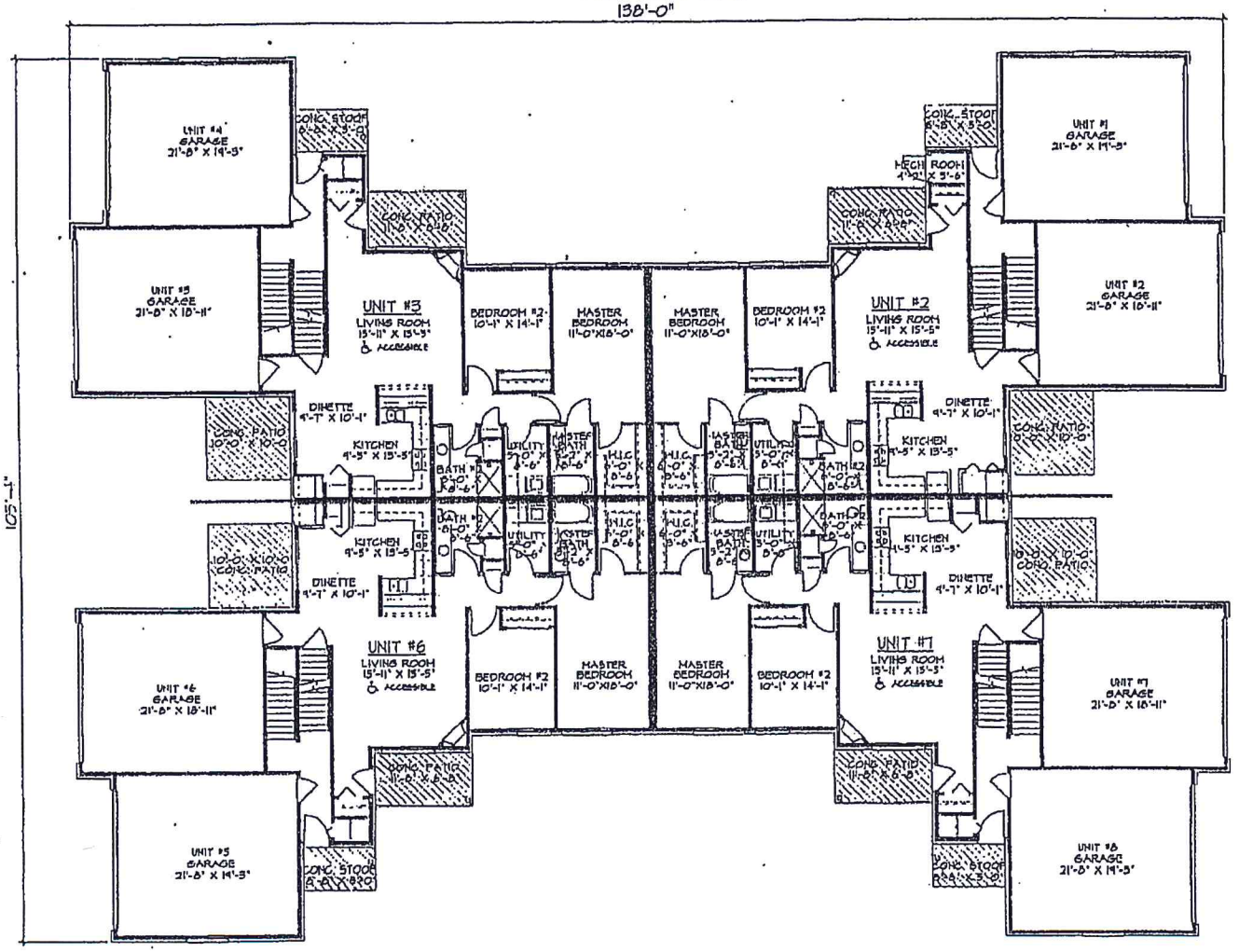
SHEET 3 OF 8 SHEETS

NORTHVIEW BEND CONDOMINIUM

BUILDING #1

CITY OF WAUKESHA, COUNTY OF WAUKESHA, STATE OF WISCONSIN

FIRST FLOOR PLAN



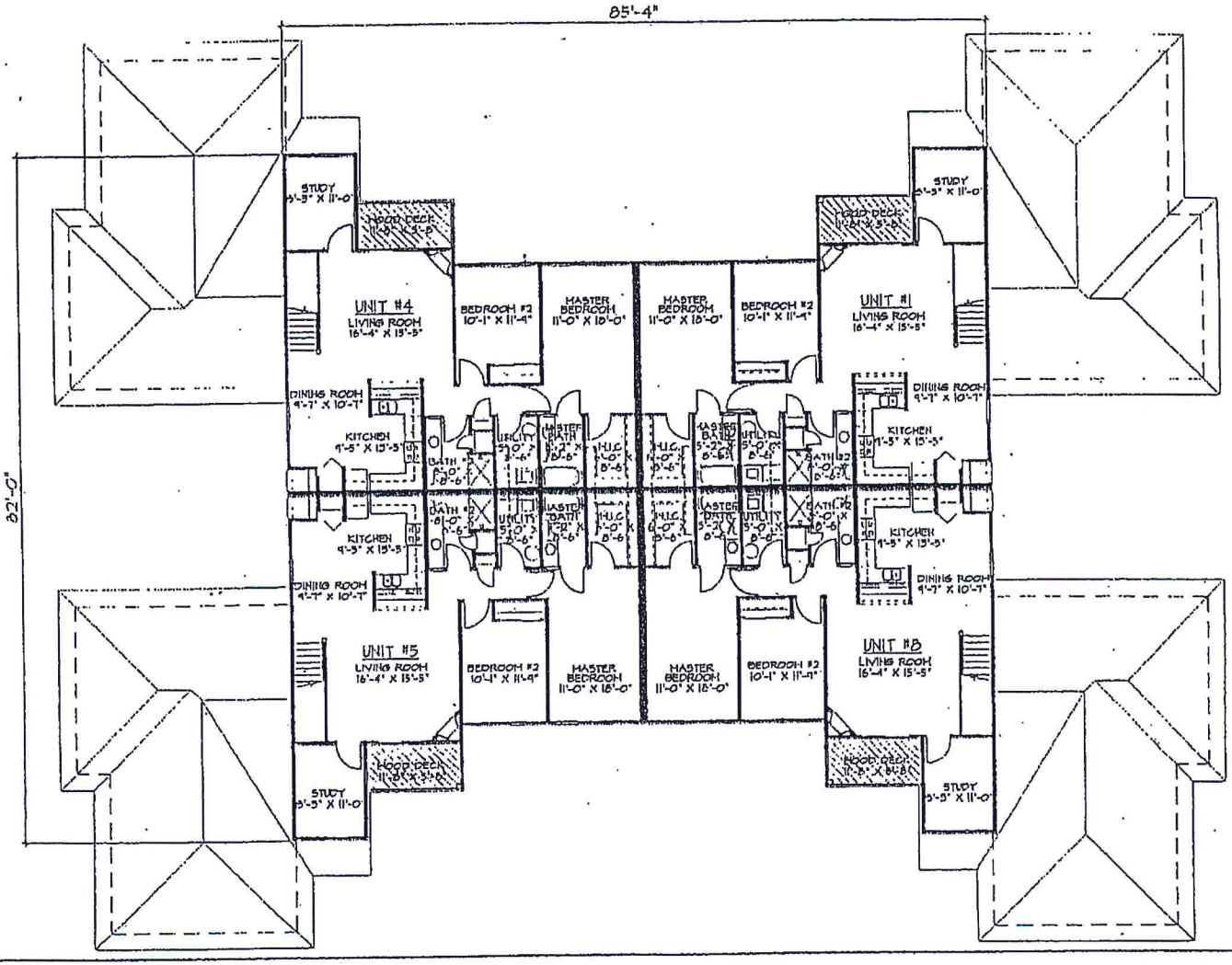
SHEET 1 OF 8 SHEETS

NORTHVIEW BEND CONDOMINIUM

BUILDING #1

CITY OF WAUKESHA, COUNTY OF WAUKESHA, STATE OF WISCONSIN

SECOND FLOOR PLAN



SHEET 3 OF 8 SHEETS

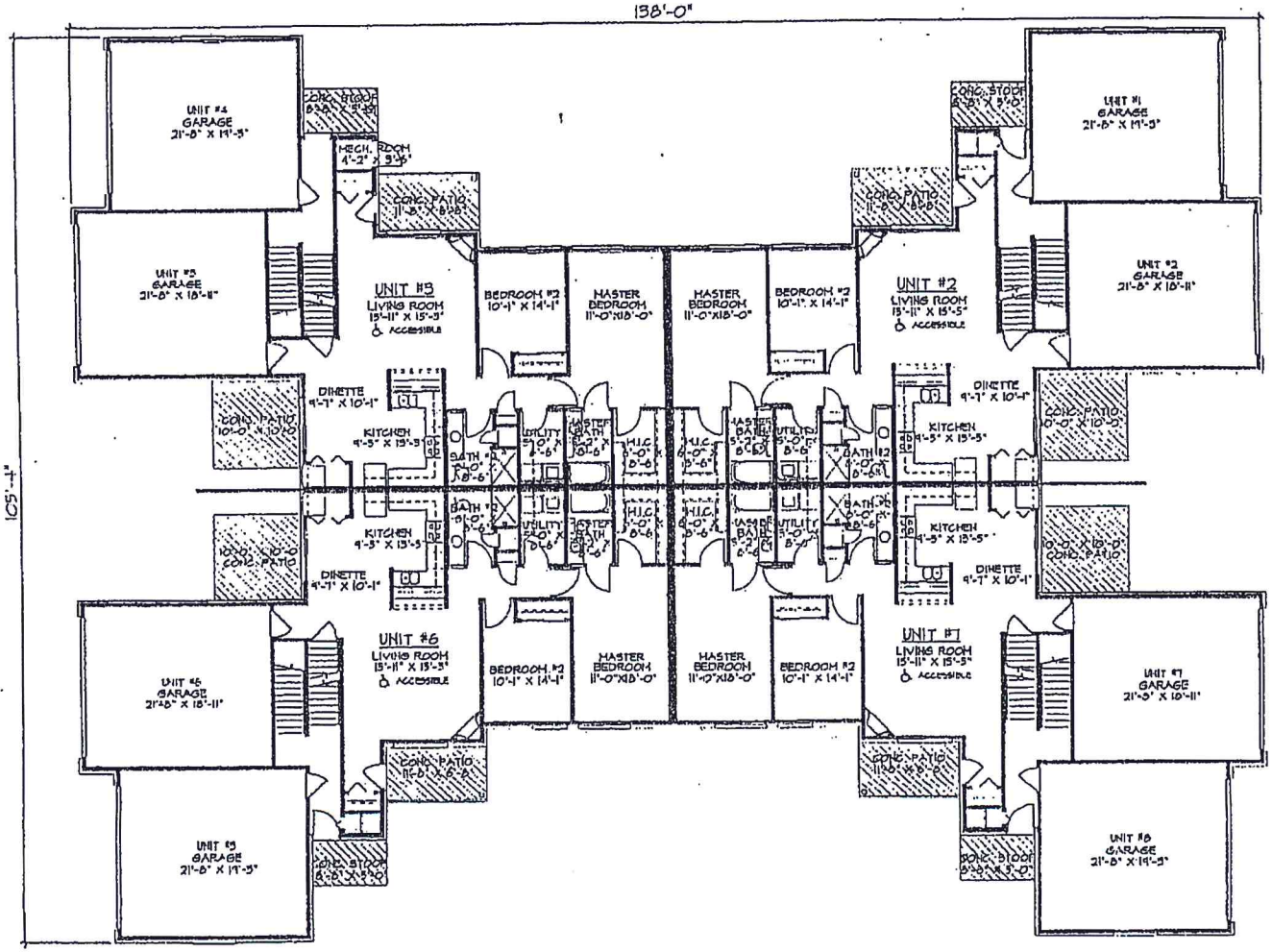
A-20

NORTHVIEW BEND CONDOMINIUM

BUILDING #2

CITY OF WAUKESHA, COUNTY OF WAUKESHA, STATE OF WISCONSIN

FIRST FLOOR PLAN



LIMITED COMMON AREA

SCALE = 3/32" = 1'-0"

SHEET 7 OF 8 SHEETS

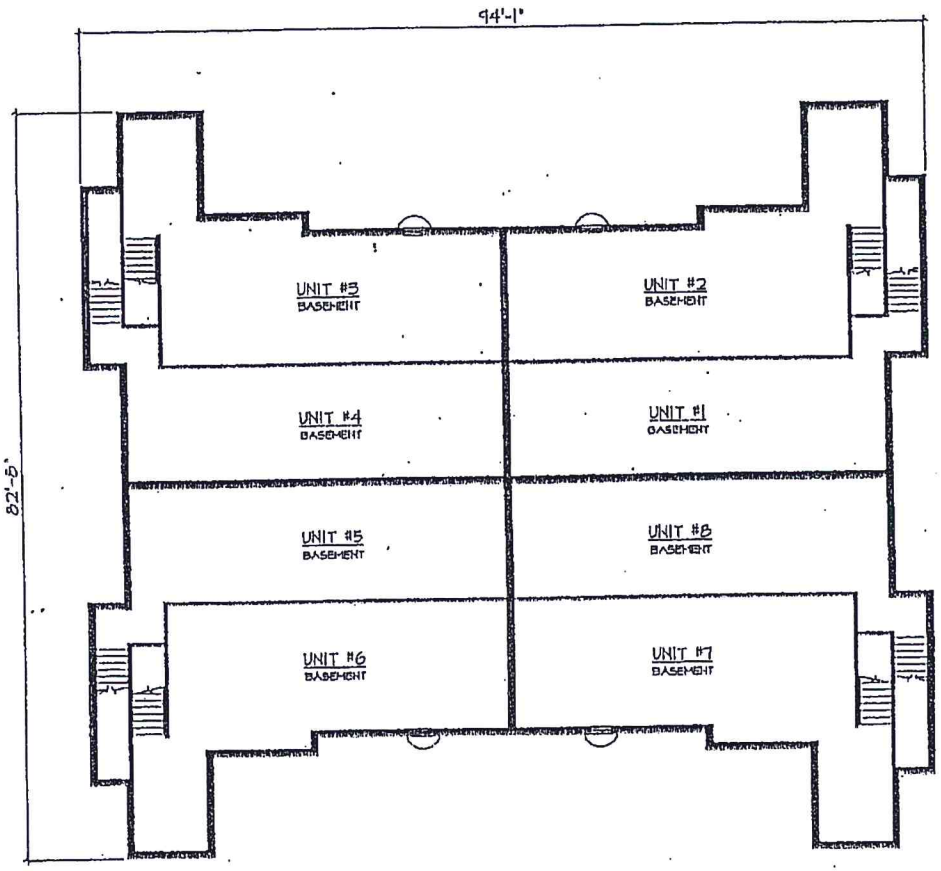
A-21

NORTHVIEW BEND CONDOMINIUM

BUILDING #2.

CITY OF WAUKESHA, COUNTY OF WAUKESHA, STATE OF WISCONSIN

BASEMENT PLAN.



LIMITED COMMON AREA

NORTH

0' 4' 8' 16'

SCALE = 3/32" = 1'-0".

SHEET 6 OF 9 SHEETS

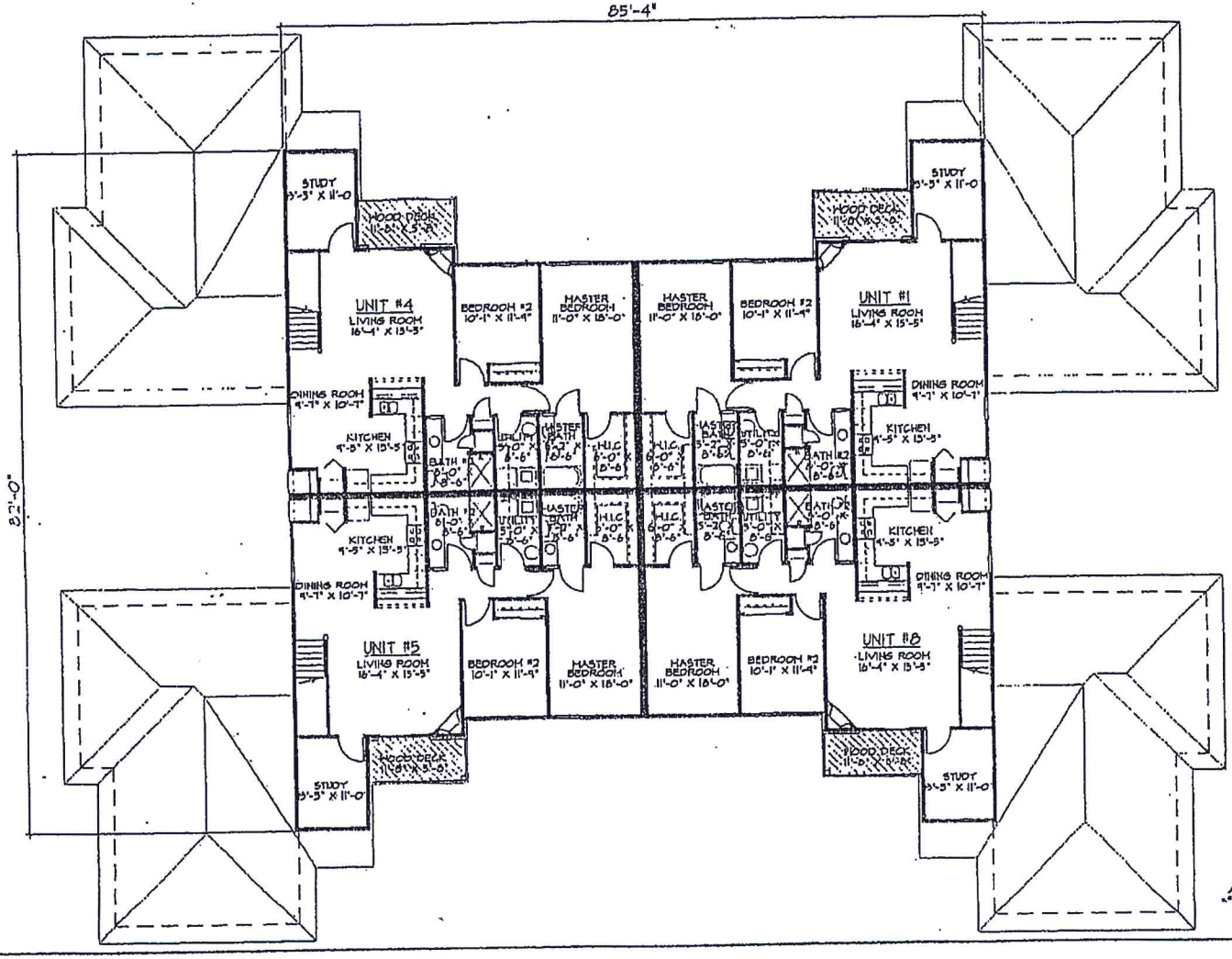
A-22

NORTHVIEW BEND CONDOMINIUM

BUILDING #2

CITY OF WAUKESHA, COUNTY OF WAUKESHA, STATE OF WISCONSIN

SECOND FLOOR PLAN



SHEET 6 OF 8 SHEETS

EXHIBIT "E"

LEGAL DESCRIPTION OF EXPANSION REAL ESTATE

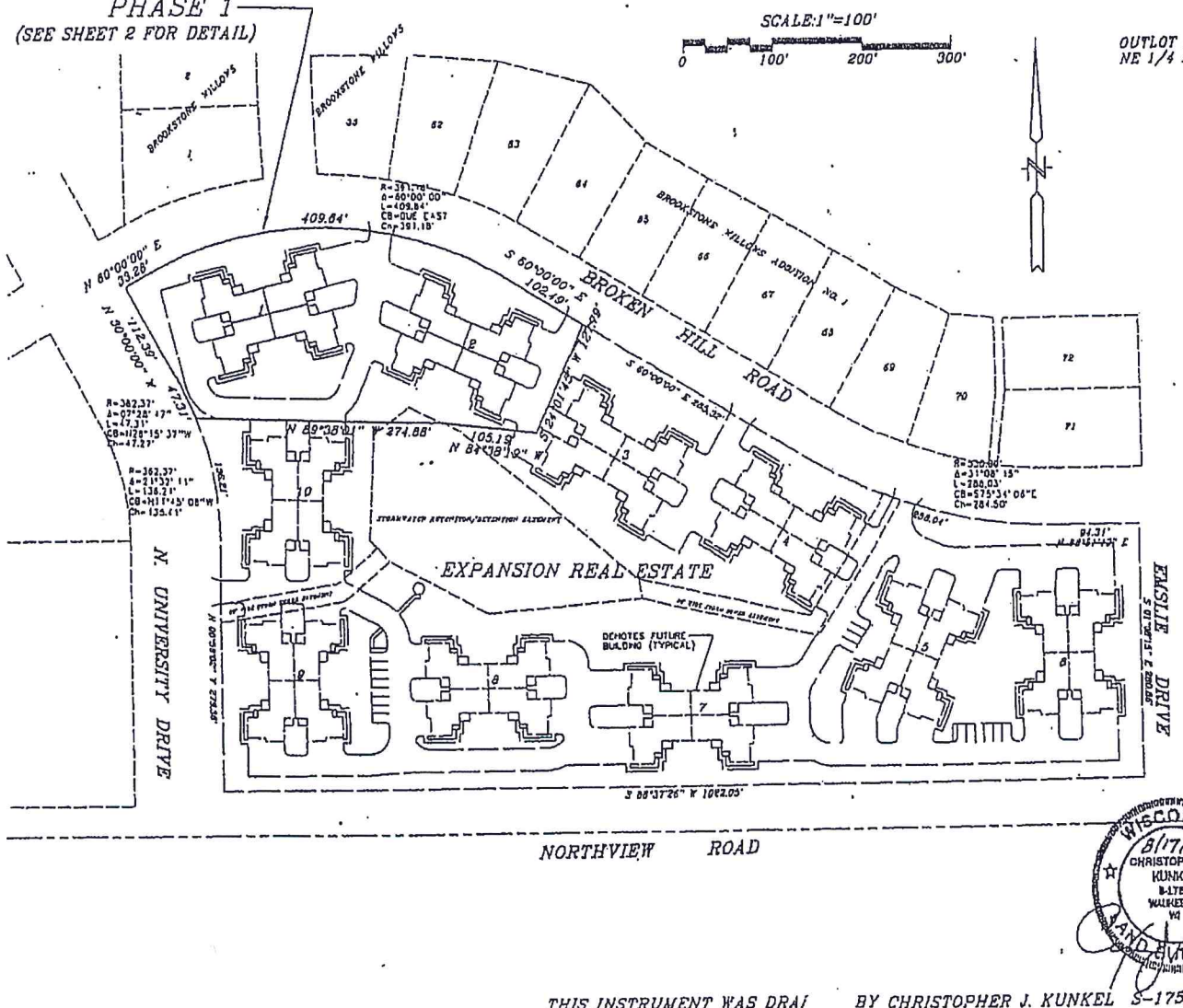
EXPANSION REAL ESTATE LEGAL DESCRIPTION:
Being a part of Outlot 1 in Brookstone Willows Addition No. 1, being a part of the NE 1/4 and SE 1/4 of the SE 1/4 of Section 29, T7N, R19E, in the City of Waukesha, Waukesha County, Wisconsin bounded and described as follows:

Commencing at the Southwest corner of said Outlot 1; thence N00°59'02"W, 279.38 feet; thence northwesterly 136.21 feet along the arc of a circle whose center is to the west, whose radius is 362.37 feet and whose chord bears N11°45'08"W, 135.41 feet; thence S89°38'01"E, 274.88 feet; thence S84°38'19"E, 105.19 feet; thence N24°01'45"E, 127.79 feet; thence S60°00'00"E, 285.32 feet; thence southeasterly 288.04 feet along the arc of a circle whose center is to the north, whose radius is 530.00 feet and whose chord bears S75°34'06"E, 284.50 feet; thence N88°51'43"E, 94.31 feet; thence S01°08'15"E, 280.86 feet; thence S88°37'26"W, 1022.05 feet to the place of beginning.

::ODMA\PCDOCS\WKE_SQL\697828\1

NORTHVIEW BEND CONDOMINIUM

OUTLOT 1 IN BROOKSTONE WILLOWS ADDITION NO. 1, BEING A PART OF THE NE 1/4 AND SE 1/4 OF THE SE 1/4 OF SECTION 29, T 7 N, R 19 E, IN THE CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN.



PHASE 1 LEGAL DESCRIPTION:
Being a part of Outlot 1 in Brookstone Willows Addition No. 1, being a part of the NE 1/4 and SE 1/4 of the SE 1/4 of Section 29, T7N, R19E, in the City of Waukesha, Waukesha County, Wisconsin bounded and described as follows:

Commencing at the Northwest corner of said Outlot 1; thence N60°00'00"E, 33.28 feet; thence easterly 409.64 feet along the arc of a circle whose center is to the south, whose radius is 391.18 feet and whose chord bears Due East, 391.18 feet; thence S60°00'00"E, 102.49 feet; thence S24°01'45"W, 127.79 feet; thence N84°38'19"W, 105.19 feet; thence N89°38'01"W, 274.88 feet; thence northwesterly 47.31 feet along the arc of a circle whose center is to the west, whose radius is 362.37 feet and whose chord bears N26°15'37"W, 47.27 feet; thence N30°00'00"W, 112.39 feet to the place of beginning.

EXPANSION REAL ESTATE LEGAL DESCRIPTION:
Being a part of Outlot 1 in Brookstone Willows Addition No. 1, being a part of the NE 1/4 and SE 1/4 of the SE 1/4 of Section 29, T7N, R19E, in the City of Waukesha, Waukesha County, Wisconsin bounded and described as follows:

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THIS INSTRUMENT WAS DRAI BY CHRISTOPHER J. KUNKEL S-1755

SHEET 1 OF 5

A-25