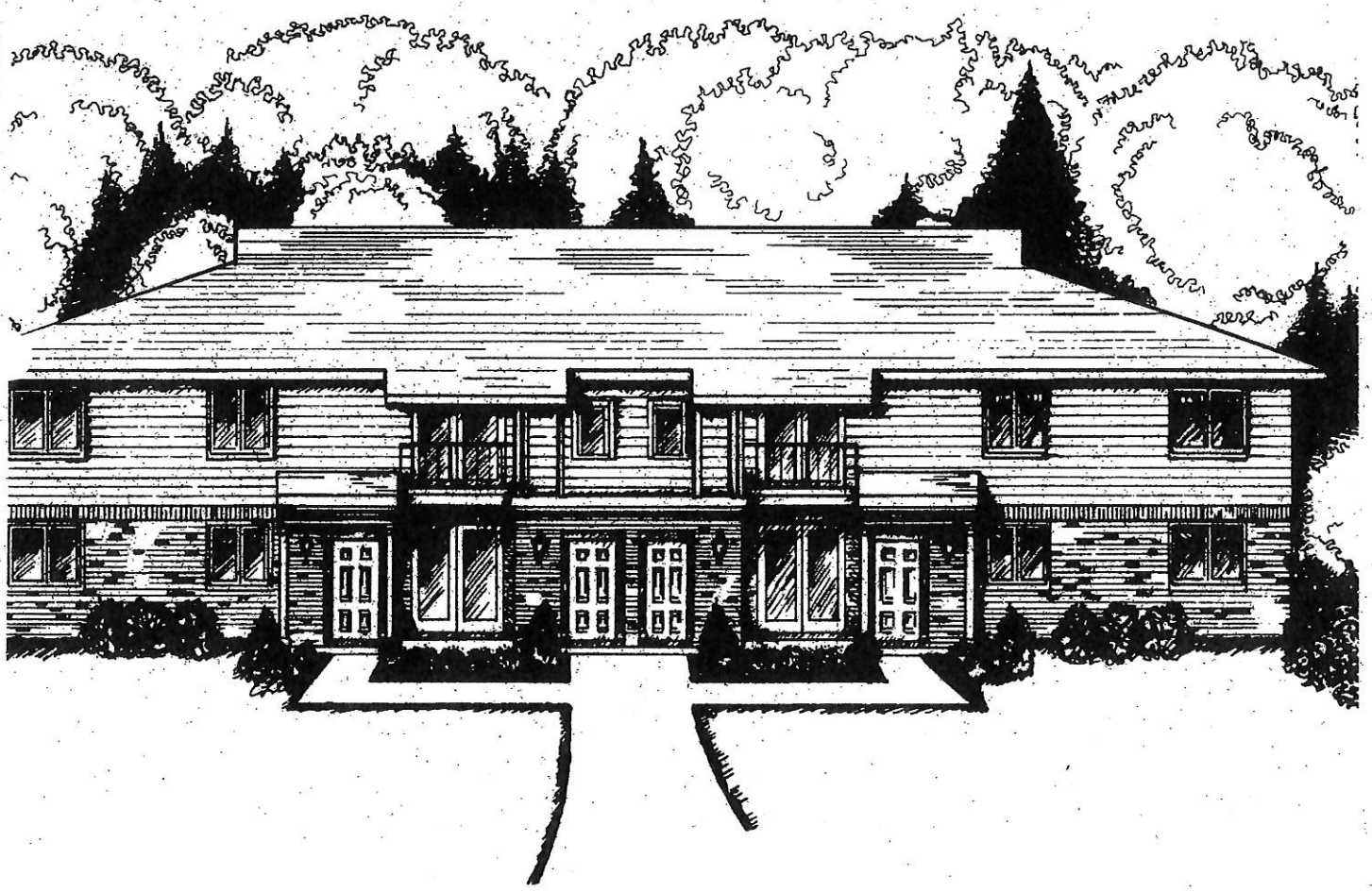
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Friarswood
CONDOMINIUMS



40th Avenue and 81st Street • Kenosha, Wisconsin

DISCLOSURE MATERIALS

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DISCLOSURE MATERIALS

Friarswood Orchard Condominium
Kenosha, Wisconsin

Declarant: Trecroci & Mills Partnership
4011 80th Street
Kenosha, Wisconsin 53142

Declarant's Agent: Guy D. Trecroci
4011 80th Street
P.O. Box 338
Kenosha, Wisconsin 53142

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

2. THESE DISCLOSURE MATERIALS GIVEN TO YOU AS REQUIRED BY LAW MAY 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.

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

2. Bylaws. The Bylaws contain the rules which govern the condominium and affect the rights and responsibilities of unit owners. The Bylaws begin on page iv

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 v

4. Operating Budget. A copy of the projected annual operating budget for the condominium including details concerning the estimated monthly payments for assessments begins on page vi

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FRIARSWOOD ORCHARD CONDOMINIUM
DECLARATION OF CONDOMINIUM
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FRIARSWOOD ORCHARD CONDOMINIUM
DECLARATION OF CONDOMINIUM

THIS DECLARATION is made and entered into by Trecroci and Mills Partnership, a Wisconsin general partnership, hereinafter referred to as the "Declarant";

WITNESSETH, THAT:

WHEREAS, the Declarant is the owner in fee simple of certain real estate, hereinafter described, located in the City of Kenosha, Kenosha County, Wisconsin; and

WHEREAS, the Declarant desires and intends by this Declaration to submit and subject said real estate, together with all buildings, structures, improvements and other permanent fixtures of whatsoever kind thereon, and all rights and privileges belonging or in anywise pertaining thereto, to the provisions of the Condominium Ownership Act of the State of Wisconsin as amended from time to time (hereinafter referred to as the "Act"); and

WHEREAS, the Declarant desires to establish certain rights and easements in, over and upon said real estate for the benefit of itself and the benefit of all future owners or occupants of the said real estate or any part thereof (which shall be known as Friarswood Orchard Condominium) 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, together with mutually beneficial restrictions and obligations with respect to the use and maintenance thereof; and

WHEREAS, the Declarant desires and intends that the several unit owners, mortgagees, occupants and other persons hereinafter acquiring any interest in the property shall at all times enjoy the benefits of, and shall hold their interests subject to the rights, easements, privileges and restrictions hereinafter set forth, all of which are declared to be in furtherance of a plan to promote, enhance and protect the common amenities and the cooperative aspect of ownership and to facilitate the proper administration of said property, and are established for the purpose of enhancing and protecting the value, desirability, appearance and aesthetics of the property; and

NOW, THEREFORE, the Declarant, as the holder of title of said real estate hereinafter described, and for the purpose hereinabove set forth, DECLARES AS FOLLOWS:

Section 1. Description of Land. The land which is the subject of this Declaration and upon which the condominium buildings and improvements are and will be located is in Kenosha County, Wisconsin, and is more particularly described as follows:

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That part of the Northeast Quarter of the Southeast Quarter of Section 11, Township 1 North, Range 22 East of the Fourth Principal Meridian, in the City of Kenosha, Kenosha County, Wisconsin, described as follows:

Commencing at the Northeast corner of the SE 1/4 of said Section 11, thence S 89°09'08" W along the North line of said SE 1/4, a distance of 650.00 feet, thence S 0°50'52" E. 578.65 feet to the point of beginning of this parcel, said point being in the east line of Allenwood Estates Condominium, Phase 6, recorded in Volume 1270, page 423 in the office of the Register of Deeds, Kenosha County, Wisconsin, thence N 89°09'08" E. 208.00 feet, thence S. 15°10'14" E., 67.90 feet, thence S. 88°12'58" E., 138.25 feet, thence S. 3°03'13" E., 224.91 feet to the north line of the premises conveyed by Gryphon Partnership, a Wisconsin partnership, to the Blood Center of Southeastern Wisconsin, a Wisconsin corporation, by Warranty Deed dated July 29, 1991, and recorded in Volume 1453, page 793, thence S. 89°08'18" W. on said north line, 41.20 feet to the northwest corner thereof, thence S. 03°03'28" E. on the west line of said premises, 130.08 feet to the north line of 81st Street, thence S. 89°08'18" W. on said north line, 29.46 feet to west line of the east 21.14 feet of Lot 55 Provincial Heights First Addition, said point also being the Southeast corner of Allenwood Estates Condominium Phase 10, recorded in Volume 1396 on page 195 in said Register of Deeds office, thence N. 0°57'42" W. on the west line of Allenwood Estates Condominium Phase 10, a distance of 130.10 feet to the northeast corner thereof, thence S. 89°08'18" W. on the north line of said Phase 10, a distance of 305.65 feet to the southeast corner of Allenwood Estates Condominium Phase 8, recorded in Volume 1332, page 880 in said Register of Deeds office, thence N. 0°50'52" W. on the west line of said Phase 8 and the west line of said Phase 6, a distance of 296.97 feet to the point of beginning, containing 102,168 square feet, more or less.

Section 2. Name of Condominium. The name by which the condominium shall be identified is Friarswood Orchard Condominium.

Section 3. Description of Buildings. Four buildings containing eight residential units each and four garage buildings will be constructed in the location as shown on the Condominium Plat attached to this Declaration as Exhibit A. The condominium dwelling units in the residential buildings are called "units", and their boundaries are described in Section 4 of this Declaration. Declarant shall have no liability to any unit owner or mortgagee of a unit for any failure to commence or complete construction of any units, common elements, limited common elements, buildings, or other improvements to the property or condominium.

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Each residential building has two levels of living space. The building is constructed principally of concrete foundations and/or concrete footings, wood frame, brick, wood and concrete floors. The roofs are asphalt shingle. Each unit is connected to the municipal sewer and water system and has an individual hot water heater and individual heating and air conditioning systems. All utilities will be separately metered except for sewer and water.

A separate garage space is assigned and shall be included with the conveyance of each residential unit.

Section 4. Description of Units.

A. Each residential unit has a letter and number designation, and the location and immediate common area and limited common area to which it has access are shown on the Condominium Plat attached to this Declaration as Exhibit A. Working drawings and general specifications for the units are set forth within Exhibit A.

B. The boundaries of each unit, including the garage space assigned to the unit, shall consist of that part of the cubic area of the building enclosed as follows:

1. Horizontal Boundaries:

a. The upper boundaries of the units shall be the plane of the undecorated, finished ceiling including the first layer of drywall (where drywall is present) and extended to an intersection with the vertical boundaries; and

b. The lower boundaries of the unit shall be the plane of the undecorated, finished floor extended to an intersection with the vertical boundaries.

2. Vertical Boundaries: The vertical boundaries of the unit shall be the plane of the undecorated, finished interior of the perimeter walls including the first layer of drywall (where drywall is present) and extending to intersections with each other and with the upper and lower boundaries.

C. Each unit shall include the inner surfaces of the finished walls, ceilings and floors and all windows, moldings, window frames and doors (including all glass in doors and garage doors) in or appurtenant to a unit and its respective garage.

D. Each unit consists of a living room with dining area, kitchen, two bedrooms, two bathrooms, utility room, walk-in closet and a one-stall garage. The approximate number of square feet in each Unit is 1,084 square feet, exclusive of the garage.

E. The structural portions of each building, any smoke

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detectors and fire alarms and the exterior surface of the garage door shall be common elements except as stated in Section 4C of this Declaration. Utility lines and plumbing equipment located outside of the units shall be repaired and maintained by and at the expense of the Friarswood Orchard Condominium Association, Inc. (the "Association"). The heating and air conditioning systems and water heater for each unit shall be considered part of the unit and repaired and maintained by and at the expense of the unit owner.

F. Each unit shall include a garage space as shown on Exhibit A and/or as described in subparagraph D above.

G. If any portion of the common or limited common elements shall encroach upon any unit, or if any unit shall encroach upon any other unit or upon a portion of the common or limited common elements as a result of the construction, reconstruction, or repair of a building, or as the result of settling or shifting of the building, a valid easement for the encroachment and for its maintenance shall exist so long as the building stands. The existing physical boundaries of a unit or common elements constructed or reconstructed in substantial conformity with the Condominium Plat shall be conclusively presumed to be the boundaries of the unit, regardless of the shifting, settlement or lateral movement of the building and regardless of minor variations between the physical boundaries described in this Declaration or shown on the Condominium Plat and the existing physical boundaries of any such unit or common element.

H. It is intended and understood that real estate taxes are to be separately taxed to each unit owner for his unit and his corresponding percentage of ownership in the common elements, as provided in the Act. In the event that for any year, such taxes are not separately taxed to each unit owner, but are taxed on the property as a whole, then each unit owner shall pay his proportionate share thereof in accordance with his respective percentage of ownership interest in the common elements.

I. Each unit owner shall pay for his own natural gas, cable TV, telephone, electricity and other utilities which are separately metered or billed to each user by the respective utility company. Utilities which are not separately metered or billed, such as water and sewer, shall be treated as part of the common expenses.

J. Each unit owner shall be responsible for his own insurance on the contents of his own unit, and his additions and improvements thereto and decorating and furnishings and personal property therein, and his personal property stored elsewhere on the property, and his personal liability, all to the extent not covered by the fire and liability insurance for all of the unit owners obtained as part of the common expenses.

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Section 5. Description of Common Elements and Limited Common Elements.

A. The common elements and facilities consist of all of the condominium other than the units (including garage space) themselves.

B. All decks, balconies, patios and driveways immediately adjacent to any unit shall be a part of the common area and not a part of any individual unit; however, as limited common elements, each unit owner shall be entitled to the exclusive use and possession of that deck, balcony and patio, direct access to which is provided from his respective unit, or which is or are located outside of and adjoining his respective unit or is designated for such unit. A unit owner shall not paint or otherwise decorate or adorn or change the appearance of any such common element, deck, balcony, or patio, in any manner contrary to the rules and regulations as may be established by the Association.

Section 6. Interest in Common Areas and Voting Rights.

A. Each unit shall be treated as an individual property capable of independent use in fee simple ownership.

B. Each unit owner shall have an equal, undivided percentage interest in the common and limited common areas and facilities.

C. Each unit shall have one vote on matters submitted by the Association for decision.

D. The management of the common areas and limited common areas shall be controlled by the Association.

E. The owner of a unit, including the Declarant, shall be a member of the Association and subject to its rules and regulations either upon issuance of a final occupancy permit for said unit by the City of Kenosha, or when a particular unit is conveyed by the Declarant to an owner, whichever is sooner.

Section 7. Residential Use and Lease of Unit.

A. All units are restricted to residential use, except that the Declarant reserves the right to use not more than three units as sales models until all units in the condominium are sold.

B. No owner shall lease or rent his unit for a term of less than sixty (60) days. Any owner who wishes to lease or rent his unit to any person not related by blood or marriage to the owner shall give to the Association Board of Directors written notice of the proposed lessee/tenant. The Association Board of Directors shall adopt rules and regulations not inconsistent with the

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foregoing provisions for the purpose of implementing and effectuating the foregoing provisions.

Section 8. Service of Process. Service of process on the Declarant or the Association shall be made upon Guy D. Trecroci, 4011 80th Street, Kenosha, Wisconsin 53142, until all units have been sold and conveyed, at which time the Association may designate a successor registered agent by the vote of a majority of a quorum present at any meeting of the Association.

Section 9. Damage or Destruction. In the event eighty percent (80%) or more of the number of units of the property are destroyed or substantially damaged, action by the Association, by vote of seventy-five percent (75%) or more of the common interest taken within ninety (90) days after such damage or destruction, shall be necessary to determine to rebuild, repair, or restore the property as more fully described in the Bylaws of the Association. Damage or destruction to a lesser extent shall be repaired or restored pursuant to an arrangement by the Board of Directors of the Association as provided by said Bylaws.

Section 10. Miscellaneous Matters.

A. All present and future owners and occupants of such owners, employees of owners, or any persons that in any manner use or come upon the property or any part thereof shall be subject to, and shall comply with, the provisions of this Declaration, the Articles and Bylaws of the Association and the rules and regulations adopted pursuant thereto, as those instruments may be amended from time to time. The acceptance of a deed or conveyance, or the entering into of a lease, or the entering into occupancy of any unit shall constitute an acceptance of the provisions of such instruments, as they may be amended and in effect from time to time, by such owner or occupant. The provisions contained in such instruments shall be covenants running with the land and shall bind any person having at any time any interest or estate in such unit, as though such provisions were recited and fully stipulated in each deed, conveyance, or lease thereof. The enforcement thereof may be by such judicial proceedings as the Board of Directors of the Association may deem appropriate as well as by the provisions of the Wisconsin Condominium Ownership Act.

B. Declarant hereby reserves for the Association, acting by and in the discretion of its Board of Directors, the right to grant to the City of Kenosha, Kenosha County, or public or semi-public utility companies, or any cable TV company serving the property, easements, and rights-of-way for the erection, construction and maintenance of all poles, wires, pipes, cable and conduits for the transmission of electricity, telephone and for other purposes, for sewers, storm water drains, gas mains, water pipes and mains, and similar services, and for performing any public or quasi-public utility function that the Board of Directors may deem fit and

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proper for the improvement and benefit of the property. Such easements and rights-of-way shall be confined, so far as possible, in underground pipes, cables, or other conduits, with the right to do whatever may be necessary to carry out the purposes for which this easement is created.

C. A perpetual easement is hereby granted for the free and uninterrupted access to the grounds hereinbefore described for any and all legally designated law enforcement agencies and fire departments for the performance of their duties.

D. A perpetual easement is hereby granted for the free and uninterrupted access to the grounds hereinbefore described for any and all legally designated representatives of the United States Postal Service for the performance of their duties.

E. Each unit owner shall have the right to mortgage or encumber his own respective unit, together with his respective ownership interest in the common elements. No unit owner shall have the right or authority to mortgage or otherwise encumber in any manner whatsoever the property or any part thereof, except his own unit and his own respective ownership interest in the common elements as aforesaid.

Section 11. Termination. All of the unit owners may remove this condominium property from the provisions of the Wisconsin Condominium Ownership Act by an instrument to that effect duly executed and recorded in accordance with the provisions of Chapter 703 of the Wisconsin Statutes.

Section 12. Amending Declaration.

A. This Declaration may be amended by the affirmative vote of seventy-five percent (75%) of all the unit owners and seventy-five percent (75%) of all mortgagees of units in the condominium. The amendment shall be evidenced by an appropriate certificate entitling the same to be recorded. Declarant reserves the right, for itself and its successors and assigns, to amend this Declaration at any time and from time to time, without a vote of unit owners, to reflect the commencement or completion of units. Prior to completion of construction of units, Declarant shall be deemed the owner of the percentage interests in the common elements for all proposed units.

B. No amendment shall change any unit's proportionate share of the common elements, common expenses, or voting rights, unless all owners of the condominium units shall approve thereof by a one hundred percent (100%) vote, nor shall any amendment change the rights of Declarant as contained in this Declaration.

Section 13. Declarant's Initial Rights. Until such time as the Board of Directors provided for in this Declaration is formed,

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and until thirty (30) days after Declarant shall have consummated the sale of units aggregating seventy-five percent (75%) of all unit ownerships, the Declarant, or its successor or assigns, shall exercise the powers, rights, duties and functions of the Board of Directors and Association; provided, however, that the Declarant may relinquish such said powers, rights, duties and functions at any time after consummating the sale of units aggregating fifty-one percent (51%) of all unit ownerships. Declarant shall interpret the foregoing.

IN WITNESS WHEREOF, Trecroci and Mills Partnership has caused this Declaration to be signed by its authorized general partners this 1st day of February 1993.

TRECROCI AND MILLS PARTNERSHIP

By: _____
Guy D. Trecroci-Partner

By: _____
Stephen C. Mills-Partner

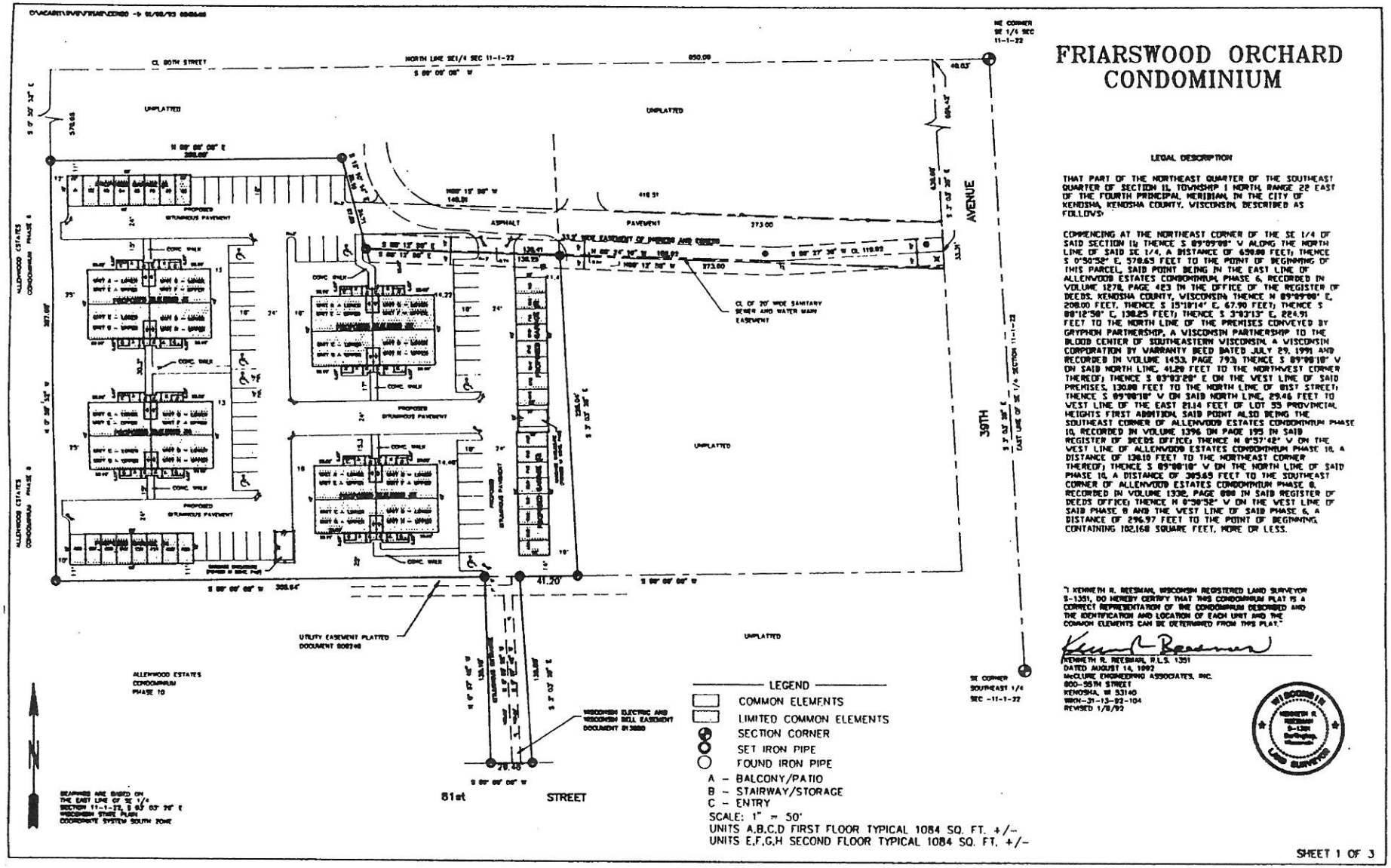
State of Wisconsin)
) ss.
Kenosha County)

Personally came before me this 1st day of February, 1993, the above named Guy D. Trecroci and Stephen C. Mills, partners of Trecroci and Mills Partnership, to me known to be the general partners of Trecroci and Mills Partnership and the persons who executed the foregoing Declaration of Condominium on behalf of said partnership and acknowledge the same.

_____
R. William Phenicie
Notary Public, State of Wisconsin
My commission is permanent

Return To:

This instrument was drafted by:
R. William Phenicie
Lloyd, Phenicie, Lynch & Kelly, S.C.
P.O. Box 700
Burlington, WI 53105



FRIARSWOOD ORCHARD CONDOMINIUM

LEGAL DESCRIPTION

THAT PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 1 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SE 1/4 OF SAID SECTION 11; THENCE S 89°09'00" W ALONG THE NORTH LINE OF SAID SE 1/4, A DISTANCE OF 650.09 FEET; THENCE S 0°50'52" E, 570.65 FEET TO THE POINT OF BEGINNING OF THIS PARCEL, SAID POINT BEING IN THE EAST LINE OF ALLENWOOD ESTATES CONDOMINIUM, PHASE 6, RECORDED IN VOLUME 1270, PAGE 423 IN THE OFFICE OF THE REGISTER OF DEEDS, KENOSHA COUNTY, WISCONSIN; THENCE N 89°09'00" E, 208.00 FEET; THENCE S 15°18'14" E, 67.90 FEET; THENCE S 88°12'58" E, 138.25 FEET; THENCE S 3°02'13" E, 224.91 FEET TO THE NORTH LINE OF THE PREMISES CONVEYED BY GRYPHON PARTNERSHIP, A WISCONSIN PARTNERSHIP TO THE BLOOD CENTER OF SOUTHEASTERN WISCONSIN, A WISCONSIN CORPORATION BY WARRANTY DEED DATED JULY 29, 1991 AND RECORDED IN VOLUME 1453, PAGE 793; THENCE S 89°08'10" W ON SAID NORTH LINE, 41.20 FEET TO THE NORTHWEST CORNER THEREOF; THENCE S 03°02'28" E ON THE WEST LINE OF SAID PREMISES, 130.00 FEET TO THE NORTH LINE OF 81ST STREET; THENCE S 89°08'10" W ON SAID NORTH LINE, 29.46 FEET TO WEST LINE OF THE EAST 21.14 FEET OF LOT 55 PROVINCIAL HEIGHTS FIRST ADDITION, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF ALLENWOOD ESTATES CONDOMINIUM PHASE 10, RECORDED IN VOLUME 1396 ON PAGE 195 IN SAID REGISTER OF DEEDS OFFICE; THENCE N 0°57'42" W ON THE WEST LINE OF ALLENWOOD ESTATES CONDOMINIUM PHASE 10, A DISTANCE OF 138.10 FEET TO THE NORTHEAST CORNER THEREOF; THENCE S 89°08'10" W ON THE NORTH LINE OF SAID PHASE 10, A DISTANCE OF 305.69 FEET TO THE SOUTHEAST CORNER OF ALLENWOOD ESTATES CONDOMINIUM PHASE 8, RECORDED IN VOLUME 1332, PAGE 898 IN SAID REGISTER OF DEEDS OFFICE; THENCE N 0°50'52" W ON THE WEST LINE OF SAID PHASE 8 AND THE WEST LINE OF SAID PHASE 6, A DISTANCE OF 296.97 FEET TO THE POINT OF BEGINNING, CONTAINING 102,168 SQUARE FEET, MORE OR LESS.

"I KENNETH R. REESMAN, WISCONSIN REGISTERED LAND SURVEYOR S-1351, DO HEREBY CERTIFY THAT THIS CONDOMINIUM PLAT IS A CORRECT REPRESENTATION OF THE CONDOMINIUM DESCRIBED AND THE IDENTIFICATION AND LOCATION OF EACH UNIT AND THE COMMON ELEMENTS CAN BE DETERMINED FROM THIS PLAT."

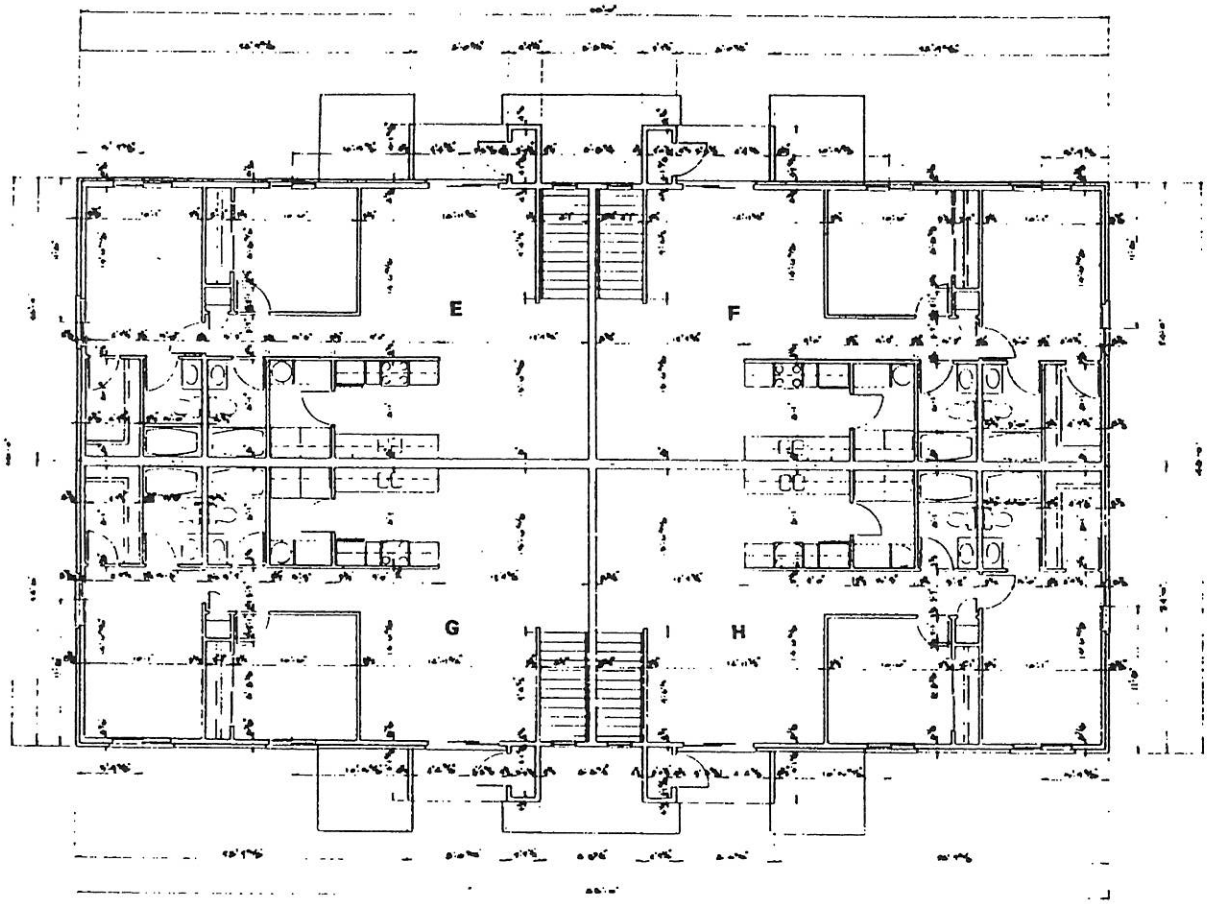
KENNETH R. REESMAN, R.L.S. 1351
DATED AUGUST 14, 1992
McCLURE ENGINEERING ASSOCIATES, INC.
800-39TH STREET
KENOSHA, WI 53140
WRN-31-13-82-104
REVISED 1/8/93

SHEET 1 OF 3

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FRIARSWOOD ORCHARD CONDOMINIUM

DIAGRAMMATIC FLOOR PLAN
BUILDINGS 1,2,3,4 TYPICAL
UNITS E,F,G,H, SECOND FLOOR TYPICAL



SECOND FLOOR PLAN

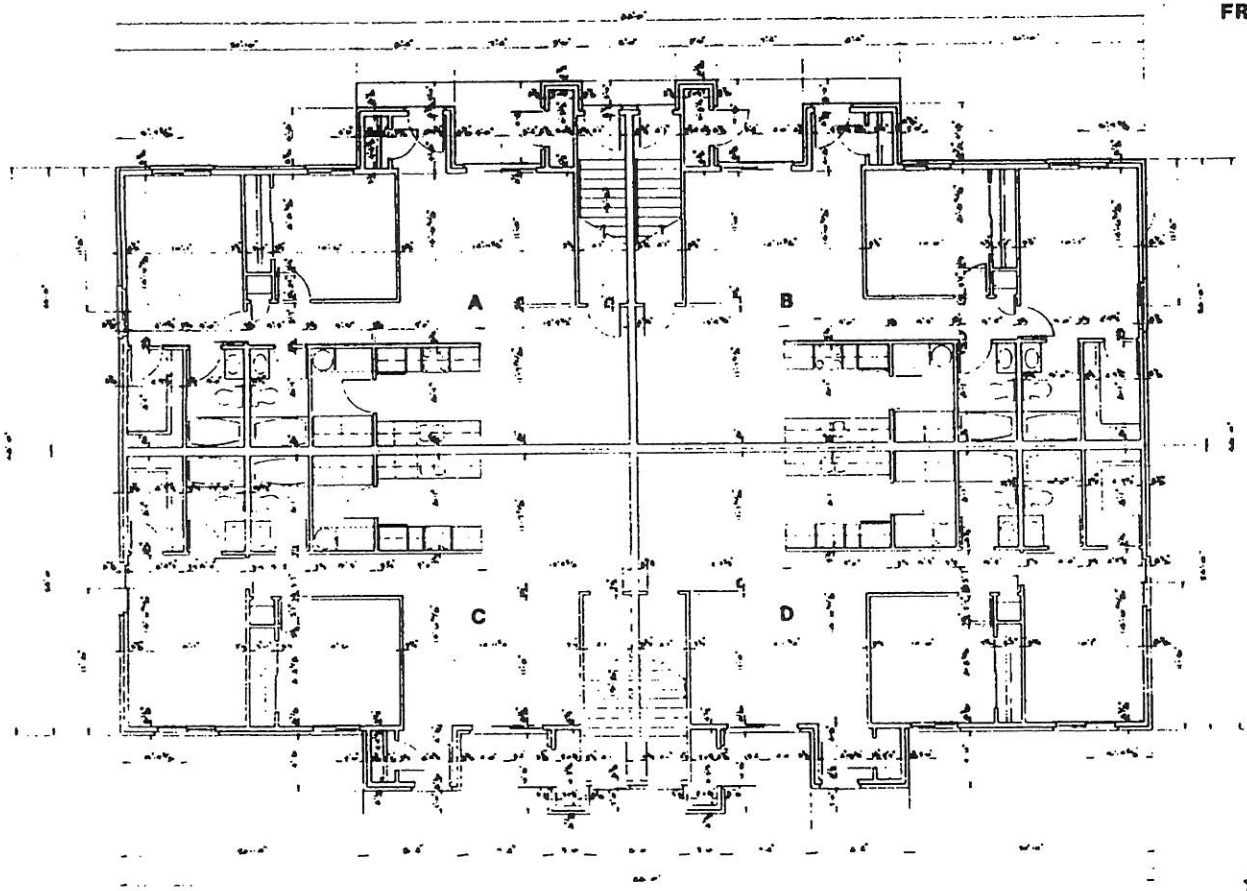
WISCONSIN
KENNETH R. REESMAN
S-1351
BURLINGTON
WIS.
LAND SURVEYOR

KENNETH R. REESMAN, R.L.S. 1351
DATED AUGUST 14, 1992
McCLURE ENGINEERING ASSOCIATES, INC.
800-55TH STREET
KENOSHA, WI 53140
WKN-31-13-92-104

SHEET 2 OF 3

EXHIBIT A-Page 2

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FIRST FLOOR PLAN

FRIARSWOOD ORCHARD CONDOMINIUM

DIAGRAMMATIC FLOOR PLAN
BUILDINGS 1,2,3,4 TYPICAL
UNITS A,B,C,D, FIRST FLOOR TYPICAL

919815

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VOL 1570 PAGE 655

REGISTER'S OFFICE
KENOSHA COUNTY, WI
RECORDED AT

FEB 24 11 27 AM '93

DONNA M. BIELMAN
REGISTER OF DEEDS

3000

WISCONSIN
KENNETH R. REESMAN
S-1351
BURLINGTON WIS.
LAND SURVEYOR

KENNETH R. REESMAN, R.L.S. 1351
DATED AUGUST 14, 1992
McCLURE ENGINEERING ASSOCIATES, INC.
800-55TH. STREET
KENOSHA, WI 53140
WIKN-31-13-92-104

SHEET 3 OF 3

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