Tamarack Meadows Condominium Association, Inc

DISCLOSURE MATERIALS FOR TAMARACK MEADOWS CONDOMINIUM N78 W17338 WILDWOOD DRIVE MENOMONEE FALLS, WISCONSIN 53051

DECLARANT

D.M. BUILDERS, INC.
N78 W17338 WILDWOOD DRIVE
MENOMONEE FALLS, WI 53051

DECLARANT'S AGENT

DONALD A. MECHELKE
N78 W17338 WILDWOOD DRIVE
MENOMONEE FALLS, WI 53051

Items 1, 2 and 3 below are from Wisconsin State Statute Chapter 703.33 updated 2021-22.

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 FIVE (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 DEPOSIT MADE. IF THE SELLER DELIVERS LESS THAN ALL OF THE DOCUMENTS REQUIRED, YOU HAVE 5 BUSINESS DAYS FOLLOWING RECEIPT OF THE DOCUMENTS TO CANCEL IN WRITING THE CONTRACT OF SALE OR, IF THE SELLER DELIVERS A COVER SHEET AND INDEX, TO DELIVER A WRITTEN REQUEST FOR ANY MISSING DOCUMENTS. SEE THE INDEX, IF ANY, FOLLOWING THIS INFORMATION TO DETERMINE IF DOCUMENTS ARE MISSING. IF YOU TIMELY DELIVER A WRITTEN REQUEST FOR MISSING DOCUMENTS, YOU MAY, AT ANY TIME WITHIN 5 BUSINESS DAYS FOLLOWING THE EARLIER OF EITHER THE RECEIPT OF THE REQUESTED DOCUMENTS OR THE SELLER'S DEADLINE TO DELIVER THE REQUESTED DOCUMENTS, CANCEL IN WRITING THE CONTRACT OF SALE AND RECEIVE A FULL REFUND OF ANY DEPOSITS MADE. YOU HAVE NO FURTHER RIGHT TO CANCEL THE CONTRACT OF SALE BASED ON THE DOCUMENTS UNLESS THE DOCUMENTS ARE MATERIALLY CHANGED.

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The disclosure materials the seller is required by law to provide to each prospective condominium purchaser contains the following documents and exhibits:

1. 'Executive summary.' The executive summary highlights for a buyer of a condominium unit essential information regarding the condominium. Refer to Tab 3 for the executive summary.

2. 'Declaration.' The declaration establishes and describes the condominium, the units and the common areas. Refer to Tab 6 for the declaration.

3. 'Bylaws.' The bylaws contain rules which govern the condominium and effect the rights and responsibilities of unit owners. Refer to Tab 7 for the bylaws.

4. 'Articles of incorporation.' The operation of a condominium is governed by the association, of which each unit owner is a member. Powers, duties, and operation of an association are specified in its articles of incorporation. Refer to Tab 8 for the articles of incorporation.

5. ' Management or employment contracts.' Certain services are provided to the condominium through contracts with individuals or private firms. At the present time, there are no such contracts in place.

6. 'Annual operating budget.' The association incurs expenses for the operation of the condominium which are assessed to the unit owners. The operating budget is an estimate of those charges which are in addition to mortgage and utility payments. Refer to Tab 4 for the current budget.

7. 'Leases.' Units in this condominium are sold subject to one or more leases of property or facilities which are not a part of the condominium. Refer to Tab 7 article 8.1.a.

8. 'Expansion plans.' The declarant has not reserved the right to expand the condominium in the future. As such there are no expansions plans to be disclosed.

9. 'Floor plan and map.' The seller has provided a floor plan of the unit being offered for sale and a map of the condominium which shows the location of the unit you are considering and all facilities and common areas which are part of the condominium. Refer to Tab 6, Declaration attachments for the floor plan and map.

DECLARATION OF CONDOMINIUM
OF
TAMARACK MEADOWS

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Attachments:

Consent of Mortgagee to Declaration
Exhibit A - Legal Description
Exhibit B-1 - Condominium Plat with Floor Plans
Exhibit B-2 - Detailed Floor Plans
Exhibit C - Unit Numbers and Addresses

DECLARATION OF CONDOMINIUM

OF

TAMARACK MEADOWS

This Declaration is made pursuant to the Condominium Ownership Act of the State of Wisconsin, Chapter 703 of the Wisconsin Statutes (hereinafter "the Act") this 9th day of March, 2001, by D.M. BUILDERS, INC. (hereinafter "Declarant").

THIS SPACE RESERVED FOR RECORDING DATA

NAME AND RETURN ADDRESS
Kathryn A. Kronquist
O'Neil, Cannon & Hollman, S.C.
Suite 1400, 111 E. Wisconsin Ave.
Milwaukee, WI 53202-4870

Tax Key No.: MNFV 0061-999-002

ARTICLE 1. STATEMENT OF DECLARATION

The purpose of this Declaration is to submit the lands hereinafter described and the improvements constructed thereon to the condominium form of ownership in the manner provided by the Act and this Declaration. Declarant hereby declares that it is the sole owner of the real property described in Exhibit A attached hereto and incorporated herein by reference, together with all buildings and improvements thereon (hereinafter "the Property") which is hereby submitted to the condominium form of ownership as provided in the Act and this Declaration. The Property shall be held, sold, conveyed, encumbered, mortgaged, leased, occupied, used, improved

and in any and all other respects affected subject to provisions, conditions, covenants, restrictions and easements of this Declaration and the Act. All provisions hereof shall be deemed to run with the land and shall be binding upon the Declarant, its successors and assigns, and to all parties hereafter having an interest of any kind in the Property, their heirs, successors and assigns, and all provisions hereof shall inure to the benefit of the Declarant and said parties

ARTICLE 2. DEFINITIONS.

As used in this Declaration or the exhibits and schedules attached hereto, capitalized terms not otherwise defined have the meanings set forth below:

"Act" means the Wisconsin Condominium Ownership Act, Chapter 703, Wisconsin Statutes, as amended or renumbered from time to time (and any successor statute).

"Assessment" means a share of the Common Expenses, as hereinafter defined, and other special assessments or charges from time to time assessed against a Unit and the respective Unit Owner by the Association, all in accordance with this Declaration and the Association Instruments.

"Association" means and refers to THE TAMARACK MEADOWS CONDOMINIUM ASSOCIATION, INC., a non-stock, non-profit corporation organized and existing pursuant to Chapter 181 of the Wisconsin Statutes, its successors and assigns, which is the means through which the Unit Owners acting as a group shall administer, manage, operate and control the Property.

"Association Instruments" mean the Association's Articles of Incorporation, Bylaws and Rules and Regulations, as adopted and amended from time to time.

"Board" or "Association's Board" means the Board of Directors of the Association.

"Building" means the physical structure having a roof supported by columns or walls, including patios and balconies, in which a Unit and certain of the Common Elements are situated.

"Common Elements" mean all those portions of the Condominium which are not included in the definition of Unit, including Limited Common Elements, and all tangible and intangible personal property used in the operation, maintenance and management of the Condominium.

"Common Expenses" mean the expenses of the Association as defined herein.

"Condominium" means the real estate subject to this Declaration and all improvements now or hereafter constructed thereon which shall be known as TAMARACK MEADOWS CONDOMINIUM, together with all rights, obligations and easements appurtenant thereto which are by this Declaration made subject to the Act.

"Condominium Instruments" mean this Declaration, the Condominium Plat and all exhibits and schedules attached thereto, all as may be amended from time to time as herein provided.

"Condominium Plat" means Exhibit B-1 attached hereto, as amended from time to time.

"Declaration" means this Declaration which subjects the real estate described in Exhibit A to the Act, and all exhibits and schedules attached hereto, as may be amended from time to time as herein provided.

"Declarant" means D.M. BUILDERS, INC.

"Limited Common Elements" means those Common Elements identified in this Declaration or the Condominium Plat reserved for the exclusive use and enjoyment of, or service to, one or more but not all Unit Owners.

"Majority" or "Majority of Unit Owners" mean the Unit Owners with more than fifty percent (50%) of the votes assigned to the Units in this Declaration.

"Mortgage" means a mortgage or land contract encumbering a Unit.

"Mortgagee" means the holder of any mortgage encumbering one or more of the Units or a land contract vendor under a land contract by which equitable title in a Unit was conveyed.

"Person" means a natural person (individual), corporation, partnership, association, trust, or other legal entity, or any combination thereof.

"Property" means the real estate together with all buildings and improvements located thereon which is described in Exhibit A.

"Rules and Regulations" mean the rules and regulations adopted by the Association from time to time, and as amended from time to time, which govern the manner in which a Unit Owner may use, enjoy and occupy his Unit and the Common Elements.

"Turnover of Control" means the effective time when the Declarant relinquishes control of the Association as provided herein.

"Unit" means that part of the Condominium designed and intended for the exclusive and independent use, enjoyment, and possession by, or under the authority of its Owner, as further defined herein.

"Unit Owner" or "Owner" means a Person who holds legal title to a Unit or has equitable ownership to a Unit as a land contract vendee.

ARTICLE 3. NAME AND ADDRESS OF CONDOMINIUM

The name of this Condominium is TAMARACK MEADOWS CONDOMINIUM. The address of the Condominium and the Association office is N78 W17338 Wildwood Drive, Menomonee Falls, Wisconsin 53051.

ARTICLE 4. DESCRIPTION AND LOCATION OF BUILDINGS AND UNITS.

The Condominium shall consist of fourteen (14) platted lots with one Building on each lot and each Building shall contain two (2) Units connected by a common wall. The Buildings shall be completed on the land described in the Condominium Plat filed for record in the office of the Register of Deeds, Waukesha County, Wisconsin. Construction details of the various Units to become subject hereto vary; however, the Units are or will be generally one (1) story in height and have full basements. Each Unit shall include a private patio and all Units shall include an attached two (2) car garage. It is anticipated that the buildings to be constructed will have a floor plans as set forth in Exhibits B-1 and B-2. The principal materials of which the buildings are or will be constructed are concrete foundation and basement, wood frame, wood floors, wood and/or vinyl exterior and fiberglass or asphalt shingle roof. All Units in the Condominium shall be residential units and shall include one or more contiguous or noncontiguous cubicles of air. The boundaries of each Unit are as follows:

(a) The upper boundary of each Unit is the interior horizontal plane of the undersurface of the roof and the interior horizontal plane of any portions of the building extending through the roof (chimneys, attic, dormers, vents).

(b) The lower boundary of each Unit is the interior horizontal plane of the undersurface of the basement floor or garage floor, as applicable.

(c) The side boundaries of each Unit are the interior vertical planes of the undecorated and unfinished walls of the Unit (and attached garage); the center line of the common wall separating the Units in each building and the plane of the outside faces of doors and windows bounding a Unit.

The foregoing boundaries extend to the intersection with each other and shall constitute the Unit. In the case of a Unit with more than one floor, the boundaries delineated by (a), (b), and (c) above shall apply to each of said floor levels and shall include all stairways and stairwells situated therein.

A Unit also includes the following:

(a) Finished surfaces, including paint, wallpaper, carpeting or other flooring, and all original equipment of the Unit, including by way of illustration and not limitation, cabinets, appliances, plumbing and lighting fixtures and the like included in the original purchase price of the Unit (the original purchase price of the Unit is the base price of the Unit).

(b) All doors and windows (including the glass in the window), their interior casements and their opening, closing and locking mechanisms and hardware.

(c) All wall and ceiling mounted electrical fixtures and recessed junction boxes serving them.

(d) All floor, wall, baseboard, ceiling electrical outlets and switches and the junction boxes serving them.

(e) The cable television connection to the Unit and the junction box serving it.

(f) All plumbing fixtures and the piping, valves, and other connecting and controlling equipment, materials, or devices laying between the fixtures and the main water or sewage lines serving the Unit.

(g) The heating system and air conditioning system (including compressors) serving the Unit, including all transmitting, connecting and controlling equipment, materials or devices which are a part of said systems.

(h) The fireplace system, if any, serving the Unit, including all transmitting, connecting and controlling equipment, materials or devices which are a part of said system.

(i) The interior of the garage door and the garage including the garage door opener.

(j) Modifications, improvements or attachments to the exterior of the Unit (including, but not limited to, awnings and satellite dishes) made with Association approval in accordance with Paragraphs 6.3 and 8.6 below.

Not included as part of a Unit are any structural components of the Building and any portions of the mechanical system of the Building, not specifically included in the Unit as provided above, which lie within the cubicle or cubicles of air comprising the Unit. No Unit

Owner shall own as part of his Unit any pipes, wires, conduits, public utility lines or other structural components running through his Unit and serving more than his Unit, whether or not such items shall be located in the floors, ceilings, or perimeter or interior walls of the Unit.

ARTICLE 5. IDENTIFICATION OF UNITS.

The Units are designated and identified in a sequential numerical order, and the respective Unit designations and post office addresses are all as set forth on Exhibit C, attached hereto and incorporated herein by reference.

ARTICLE 6. COMMON ELEMENTS AND LIMITED COMMON ELEMENTS.

6.1 Ownership of Common Elements: Definition. Each Unit Owner owns an undivided interest in the Common Elements as a tenant-in-common with all other Unit Owners, and, except as otherwise provided in this Declaration, shall have the right to use the Common Elements for all permitted purposes incident to the use and occupancy of his Unit, which right shall be appurtenant to and run with the Unit. The use of the Common Elements and the rights of Unit Owners with respect thereto shall be subject to and governed by the Act, this Declaration and the Association Instruments. Limited Common Elements which are a part of the Common Elements are subject to certain use limitations and restrictions as hereinafter provided.

The Common Elements shall include all of the Condominium and all improvements and appurtenances thereon except the Units and the fixtures and equipment located in the Units as the same are described above and shall include, without limitation, the following:

(a) the land described in Exhibit A, which includes the land on which the Buildings are located and Outlot 1.

(b) Building exteriors and garage door exteriors, fences, utility services, public utility lines, and water and sewer laterals.

(c) the foundations, columns, girders, beams, support walls (which shall include all exterior walls and surfaces, structural walls, and walls common to two or more Units), roof trusses, roofs, halls, corridors, lobbies, stairs, entrances and exits of the Building, and any other improvement not included within the definition of a Unit as provided above.

(d) the basement of the Building, not otherwise part of a Unit.

(e) central services providing services for more than one Unit, such as electrical power, light, gas, hot and cold water, heat, water heaters and elevators.

(f) tanks, motors, pumps, fans, compressors, ducts and, in general, all operations and installations existing for common use by Unit Owners.

(g) such community and recreational facilities as may be provided for in the Condominium Instruments, and all improvements and equipment related thereto.

(h) the walks, driveways, outdoor parking areas and landscaping which will be available for the use of the Unit Owners, their respective families and guests.

(i) the Limited Common Elements, but subject to the usage limitations and restrictions as hereinafter provided.

Any deed, mortgage, lease, or other instrument purporting to effect a conveyance of an interest in a Unit without including also the Unit Owner's percentage interest in the Common Elements shall be deemed and taken to include the percentage interest so omitted even though the latter is not expressly mentioned or described therein.

6.2 Limited Common Elements. A portion of the Common Elements are designated as Limited Common Elements as shown and depicted on the Condominium Plat. Such Limited Common Elements shall be reserved for the exclusive use of the owner or occupant of the Unit or Units to the Condominium. The Limited Common Elements shall include the yard, lawn and gardens immediately surrounding a Unit and all walks, lighting fixtures, trees, shrubs and any other plants, fixtures or structures located within each Unit's yard; the patio appurtenant to an individual Unit; individual Unit utility equipment; the mailbox assigned to each Unit; the driveway servicing each Unit (extending from the Unit garage door to the road); and other Common Elements as are designated Limited Common Elements on the Condominium Plat. The manner of use of the Limited Common Elements shall be governed by this Declaration, the By-Laws of the Association and such rules and regulations as may be established thereunder, and no Unit Owner shall alter, remove, repair, maintain, decorate, landscape or adorn any Limited Common Element, or permit such, in any manner contrary to such By-Laws and rules and regulations. No major or structural changes shall be made by any Unit Owner to any of the Limited Common Elements without the prior written approval of the Association, which approval may be given upon such terms and conditions as the Association deems appropriate.

6.3 Repair and Maintenance of Common Elements and Limited Common Elements. The Association shall be responsible for the management and control of the Common

Elements and the Limited Common Elements and shall cause the same to be maintained, repaired, and kept in good, clean, attractive and sanitary condition, order and repair. The Association responsibilities include all exterior landscaping and lawn mowing and exterior painting including the exterior of garage doors. There shall be no modification of the Common Elements or Limited Common Elements without the written consent of the Association. In the event the written consent of the Association is granted pursuant to this Paragraph 6.3 for a modification to a Limited Common Element or Common Element, including but not limited to a patio extension and additional landscaping, all maintenance and repair costs for maintenance to and general upkeep of the modified area including the upkeep of additional landscaping planted by the Unit Owner shall be borne by the particular Unit Owner who requested the modification, and his successors, heirs and assigns. The Association shall undertake the maintenance of and repair to the modification in conjunction with its maintenance of and repair to the Common Elements and Limited Common elements as set forth in this Paragraph 6.3; however, the Association shall assess the Unit Owner for all maintenance and repair costs to the modified area in accordance with Article 6 of the Bylaws of Tamarack Meadows Condominium Association, Inc. (the "Bylaws"). The Association shall also have the right to recover from a Unit Owner any damage caused to the Common Elements or Limited Common Elements by said Unit Owner, his guests, invitees, agents or representatives, in conjunction with installing or removing any modifications approved hereunder. Moreover, in accordance with Paragraph 14.1 of ARTICLE 14 of this Declaration, a Unit Owner shall have a valid easement over any such extension or modification to a Limited Common Element hereunder so long as the modification or extension has been duly authorized by the Association in accordance herewith.

6.4 No Partition of Common Elements. There shall be no partition of the Common Elements through judicial process or otherwise until this Declaration is terminated and the real estate and improvements constituting the Condominium are withdrawn from its terms, from the terms of the Act or any other statute creating or regarding condominium ownership; provided, however, that if any Unit is owned by two or more Owners as tenants-in-common, joint tenants or other form of concurrent ownership, nothing set forth herein shall be deemed to prohibit a voluntary or judicial partition of said Unit as between such Owners.

ARTICLE 7. PERCENTAGE OF OWNERSHIP IN COMMON ELEMENTS AND LIMITED COMMON ELEMENTS.

Each Unit Owner shall own an undivided interest in the Common Elements and Limited Common Elements as a tenant in common with all other Unit Owners and, except as otherwise limited in this Declaration, shall have the right to use and occupy the Common Elements for all purposes incident to the use and occupancy of his Unit as a place of residence and in accordance with the provisions of this Declaration, which rights shall be appurtenant to and run with the Units. The percentage of such undivided ownership interest in the Common Elements and Limited Common Elements appertaining to each Unit and its Owner for all purposes, including proportionate payment of Common Expenses, shall be 1/28 (the "Percentage Interest(s)").

ARTICLE 8. PURPOSE OF PROPERTY AND RESTRICTIONS OF USE OF UNITS.

8.1 Generally. All Buildings, Units, Common Elements and Limited Common Elements are intended for and restricted exclusively to residential use by Unit Owners, and their

respective families, guests and invitees. Such use shall be subject to the Association Instruments and the Rules and Regulations of the Association.

8.2 Owner's Right of Ingress and Egress. Each Owner shall have the unimpeded right and privilege of ingress and egress over, upon and across the Common Elements reasonably necessary for access to his Unit, and such rights shall be appurtenant to and pass with title to each Unit. Notwithstanding the foregoing, no vehicles shall be allowed upon the Common Elements except for that portion of the Common Elements which have been designated and identified as roadways, driveways and parking areas as depicted on the Condominium Plat.

8.3 Utilities and Real Estate Taxes. Each Unit Owner shall be responsible for and pay the following expenses associated with his Unit, to the extent such expenses are separately metered or billed by the provider thereof.

(a) Telephone service.

(b) Electricity and natural gas.

(c) Cable television.

(d) Real estate taxes and special assessments assessed or levied against the Unit.

Utilities or other services which are not separately metered or billed by the provider to a Unit Owner shall be included in the Common Expenses of the Condominium.

8.4 Rules and Regulations. Rules and Regulations may be adopted by the Association from time to time by action of the Association's Board taken in accordance with the Bylaws. No Owner shall violate the Associations's Rules and Regulations as adopted from time to time.

8.5 Maintenance and Repair of Units. Each Unit Owner shall be responsible for keeping his Unit and all of its equipment, fixtures and appurtenances including, but not limited to, pipes, ducts, electrical wiring and conduits, plumbing, heating, and air-conditioning units (including any portions thereof located on a Common Element or Limited Common Element) in good order, condition and repair and in a clean and sanitary condition, and shall be responsible for such maintenance and repair with respect to his Unit. Each Unit Owner shall also be responsible for keeping any exterior modifications, attachments or improvements made to his Unit with Association approval pursuant to Paragraphs 6.3 or 8.6 of this Declaration in good order, condition and repair and in a clean and sanitary condition.

8.6 Alteration of Units. A Unit Owner may make improvements or alterations within his Unit; provided, however, that said improvements or alterations do not impair the structural soundness or integrity, or lessen the support, of any portion of the Building, do not reduce the value of the Condominium and do not impair any easement granted under or pursuant to this Declaration. A Unit Owner may not change the exterior appearance of a Unit or the Building, or any portion of the Common Elements, including Limited Common Elements, without obtaining the express written permission of the Association's Board which approval may be withheld in the sole discretion of the Association Board or may be given upon such terms and conditions as the Association Board deems appropriate. Any improvement or alteration which changes the floor plan or room dimensions of a Unit must be, if required by the Act, evidenced by the recording of a modification to the Condominium Plat before it shall be effective and must comply with the legal requirements for such purpose then in effect. All alterations or improvements must be accomplished in accordance with applicable laws and regulations, must not

unreasonably interfere with the use and enjoyment of the Condominium by others, and must not be in violation of any underlying Mortgage or similar security interest. All expenses involved in any such improvement or alteration, including reasonable expenses of the Association in enforcing the provisions of this Section 8.6 (which may be charged as a special assessment to the affected Unit) shall be the responsibility of the Unit Owner involved. The Association shall have the right to recover from a Unit Owner any damage caused to the common elements or limited common elements by said Unit Owner or his/her guests, agents, invitees, representatives or contractors in conjunction with the installation, maintenance or removal of any modification approved hereunder. In the event a legal action is commenced to recover said damages, the Association shall also have the right to recover all costs of said action, including reasonable attorneys' fees.

8.7 Separate Mortgages of Units. Each Unit Owner shall have the right to mortgage or otherwise encumber his own respective Unit, together with his Percentage Interest in the Common Elements. No Unit shall have the right or authority to mortgage or otherwise encumber in any manner whatsoever any other portion of, or interest in, the Condominium excepting his own respective Unit and the Percentage Interest in the Common Elements applicable thereto.

8.8 Negligence of Unit Owner. If due to the willful or negligent act or omission of a Unit Owner or his Invitee, any damage or loss shall be caused to the Common Elements or to a Unit owned by others, then such Unit Owner shall pay and be responsible for such damage or loss, including, by way of illustration, repair, replacement and redecorating.

8.9 Association Right to Make Repair. If, in the reasonably exercised discretion of the Board, maintenance or repair of a Unit or Limited Common Element is necessary

to protect the Common Elements or any portion of the Building, and the affected Unit Owner has failed or refused to perform or at least undertake to perform such maintenance or repair within fourteen (14) days after written notice of the necessity of such repair or maintenance has been given to the Owner, then in such events the Association may undertake such maintenance or repair and levy a special assessment against the Owner and his Unit for the cost thereof.

8.10 Access Rights of Association. The Association or its agents may enter any Unit when necessary in connection with any maintenance or construction for which the Association is responsible or which is permitted hereunder; and may likewise enter upon any balcony, patio deck, steps or porch for maintenance, repair, construction and painting. Such entry shall be made with as little inconvenience to the affected Unit Owner as reasonably practicable, and any damage caused thereby shall be repaired by the Association as a Common Expense. In the event of any emergency originating in, or threatening, any Unit, or in the event of the Unit Owner's absence from a Unit at a time when required repairs, maintenance or construction are scheduled, the Association or its agents, or any other Person designated by the Board, may enter the Unit immediately, whether such Unit Owner is present or not. The Association reserves the right, but shall not be obligated, to retain a pass key to each Unit, and no locks or other devices shall be placed on the doors to any Unit to obstruct entry through the use of such pass key.

8.11 Declarant's Right to Modify Units. Declarant hereby reserves the right to modify or alter the floor plans of a Unit and the Common Elements surrounding such Unit during the construction of such Unit. As such Unit is constructed, any portion of the Common Elements surrounding a Unit which becomes occupied by a Unit shall become a part of such Unit.

ARTICLE 9. ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

9.1 Association. The Association is the means through which the Unit Owners acting as a group shall administer, manage, operate and control the Condominium. The Association shall have all the powers of a non-stock corporation as presently enumerated in Chapter 181 of the Wisconsin Statutes and all of the powers of an association as presently enumerated in the Act.

9.2 Membership. Every Unit Owner shall be a member of the Association with such membership to take effect simultaneously with the acquisition of legal or equitable title to a Unit. If title to a Unit is held by more than one Person, each of such Persons shall be members. Membership in the Association 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 a Unit Owner or Declarant may be a member of the Association, and a membership in the Association may not be transferred except in connection with the transfer of legal or equitable title to a Unit; provided, however, that the voting rights of a Unit Owner may be assigned to a Mortgagee as further security for a loan secured by a lien on a Unit.

9.3 Voting Rights. Each Unit is entitled to one vote with regard to the affairs of Association. The Bylaws of the Association shall establish the manner in which the Unit Owners shall be entitled to exercise their voting rights.

9.4 Association Instruments. The provisions of this Article 9 are to be supplemented by the Association Instruments, provided, however, that the provisions thereof shall not substantially alter or amend any of the rights or obligations of the owners set forth in this Article 9.

ARTICLE 10. RIGHTS AND OBLIGATIONS OF ASSOCIATION

10.1 Management and Control of the Common Elements. The Association, subject to the specific rights and duties of Unit Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Elements, including, by way of illustration:

(a) Establishing Rules and Regulations with regard to the use and enjoyment thereof by Unit Owners and their Invitees.

(b) Maintaining, repairing, decorating and replacing the Common Elements (except to the extent such maintenance, repair, decorating and replacement is the responsibility of the Unit Owner), including, by ways of illustration, landscaping, gardening, snow removal, painting, cleaning, servicing, and resurfacing driveways.

(c) Keeping the Common Elements in good repair and in a clean and attractive condition.

10.2 Services. The Association may obtain and pay for the services of any Person to manage, or assist in the management of, its affairs, or any aspect thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable of the proper operation, management and control of the Common Elements, whether such personnel are furnished or employed directly by Association, or by any Person 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, management and control of the Common Elements or the enforcement of the provisions of the Condominium Instruments.

10.3 Personal Property For Common Use. The Association may acquire and hold for the use and benefit of all of the Unit 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 Unit Owners in the same proportion as their Percentage 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 transferee ownership in the transferor's beneficial interest in such property without the need for any express reference thereto.

10.4 Rules and Regulations. The Association may, by action of its Board taken in accordance with the Bylaws, adopt such reasonable Association Rules and Regulations as it may deem advisable for the maintenance, conservation and beautification of the Condominium, and for the health, comfort, safety and general welfare of the Unit Owners and in furtherance of the rights and duties of the Unit Owners, the Association and the Declarant hereunder. Written notice of such Rules and Regulations shall be given to all Unit Owners, and the Condominium shall at all times be maintained, used, occupied and enjoyed subject to such Rules and Regulations.

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

ARTICLE 11. COMMON EXPENSES AND ASSESSMENTS

11.1 Common Expenses. Each Unit Owner shall be liable for the share of the Common Expenses of Association assessed against such Owner's Unit. "Common Expenses" shall include, by way of illustration and not limitation, expenses incurred by the Association for insurance, repairs, maintenance, replacement, management services, landscaping, amenity

maintenance and servicing, reserves, capital improvements, acquisition of property necessary to the conduct of Association affairs, office supplies and such other reasonable and necessary expenses as determined by the Association's Board from time to time. No Unit Owner may except himself from liability for contribution to the Common Expenses by waiver of use and enjoyment of any of the Common Elements or by abandonment of his Unit.

11.2 Assessment of Common Expenses. Common Expenses shall be allocated and assessed on an annual basis, and payable monthly, among the Units and Owners in the proportion of each Owner's Percentage Interest.

11.3 Special Assessments. In addition to the annual assessments provided for in Section 11.2, the Association may levy from time to time a special assessment against the Units and Owners for the purpose of defraying, paying for, or funding Association operating deficits, the cost of construction, reconstruction or repair or replacement of the Common Elements. All such special assessments shall be allocated and assessed among the Units and Owners as provided in Section 11.2. Further, the Association may levy a special assessment against a specific Unit and Owner thereof for any amounts owed to the Association by such Unit Owner, to the exclusion of the other Unit Owners.

11.4 Liability of Owners; Lien Rights of Association. A Unit Owner shall be personally liable for Association Assessments assessed against his Unit and interest on delinquent Association Assessments, and costs of collection (including reasonable attorneys' fees), as such interest and costs of collection may be imposed pursuant to the Bylaws of the Association. If a Unit is owned by more than one Owner, such liability shall be joint and several. This liability shall not terminate upon the voluntary or involuntary transfer of the Unit. The assessment of

Association Assessments, together with such interest as Association may impose by its Bylaws for delinquencies and costs of collection (including reasonable attorneys' fees and expenses), shall constitute a lien on the Unit against which the assessment has been made as provided in this Article 11 and the Association's Bylaws. Attachment, filing/recording, effectiveness, priority and enforcement of the lien shall be governed by the Act. When a Unit Owner fails to pay Association Assessments when due, the Association may bring an action at law against the Owner personally or foreclose the lien against the Unit in like manner as a mortgage or real estate. In any such foreclosure, the defendant Unit Owner shall be required to pay a reasonable rental for such Unit during any such period after the entry of judgment for foreclosure and prior to the eviction of the Unit by such Unit Owners.

11.5 Responsibility of Transferees for Unpaid Assessments. In a voluntary transfer of a Unit, the transferee of the Unit shall be jointly and severally liable with the transferor for all unpaid Assessments against the Unit up to the time of transfer, without prejudice to the transferee's right to recover from the transferor the amounts paid by the transferee therefor. Any Unit Owner or prospective Unit Owner shall be entitled to a statement from the Association setting forth the amount of the unpaid Assessments against the transferor and due to the Association, and such transferee shall not be liable for, nor shall the Unit conveyed by subject to, a lien for any unpaid Assessments made by the Association against the transferor in excess of the amount therein set forth. The Association shall have the right to charge a reasonable fee for such statements.

11.6 Declarant Liability for Assessments. Declarant shall pay monthly assessments to the Association for each Unit owned by Declarant for which an occupancy permit has been issued by the Village of Menomonee Falls. Until such time, Declarant shall only be

responsible for any insurance premiums and for maintenance costs for such Units. At the closing on the sale of a Unit from the Declarant to a Unit Owner, in the event the other Unit which shares a common wall with the Unit being sold has been previously sold by Declarant, the purchasing Unit Owner shall pay into reserve the past monthly assessments for the Unit being purchased from the date of the sale of the neighboring Unit with which the Unit being purchased shares a wall through the date of closing. This payment into reserves shall be required so as to equalize the reserve amounts between Unit Owners who own Units located in the same building.

ARTICLE 12. INSURANCE; DAMAGE OR DESTRUCTION

12.1 Casualty Insurance to be Maintained by the Association. The Association shall obtain and maintain fire and extended insurance coverage for the Condominium in the amount of the full replacement thereof. The amount of such insurance coverage, and the nature of hazards insured against, shall be reviewed an adjusted annually, if necessary, to reflect changes in the replacement value of the Condominium and after due consideration of such other matters as the Board deems appropriate. Such insurance coverage shall be written in the name of, losses covered thereby shall be adjusted by, and the proceeds of such insurance shall be payable to, the Board as trustees for each of the Unit Owners in their respective Percentage Interests. The proceeds of the insurance shall be applied and disbursed by the Board for the repair, replacement and reconstruction of the Condominium, unless such repair, replacement and reconstruction is not authorized pursuant to Section 12.8 below, in which case the proceeds of the insurance shall be paid over to the Association and thereafter distributed as provided under the Act.

12.2 Liability Insurance to be Maintained by Association. The Association shall obtain and maintain comprehensive public liability insurance, including liability for injuries

to and death of persons, property damage and such other similar events commonly insured against, arising out of our in connection with the use, ownership or maintenance of the Condominium. The limits of such insurance shall be as determined from time to time by the Board, and such insurance shall name as insureds the Declarant, Unit Owners, the Association and its Board, and the officers of the Association and such other Persons as deemed appropriate by the Board.

12.3 Fidelity Coverage. The Association shall obtain and maintain fidelity insurance against dishonest acts by any person, whether such person is compensated or uncompensated, responsible for handling the funds belonging to or administered by the Association. In the alternative, the Association may require such persons to obtain said fidelity insurance or to provide the Association with a fidelity bond at such person's expense or the expense of the Association, as the Board may determine. The Association shall be a named insured or obligee under such insurance or bond, as the case may be. The amount of such insurance or bond shall be determined by the Board from time to time.

12.4 Certificates. The Association shall, upon demand by a Unit Owner, furnish the Unit Owner certificates evidencing the insurance coverages to be obtained and maintained by the Association pursuant to this Article 12.

12.5 Other Insurance Coverages. The Association may maintain such other insurance coverages as its Board deems appropriate, including, by way of illustration, worker's compensation insurance (to the extent necessary to comply with any applicable laws).

12.6 Premiums. Premiums for the insurance coverages maintained by the Association pursuant to this Article 12 (or the cost of any bond as provided in Section 12.3) shall be Common Expenses.

12.7 Unit Owner's Insurance. Each Unit Owner is individually responsible for obtaining and maintaining (i) fire, casualty and extended coverage insurance on all personal property within a Unit and on all improvements and betterments to such Unit not reflected in the original architectural design, plans and specifications for such Unit; and (ii) personal public liability insurance in adequate amounts covering all occurrences commonly insured against for death, bodily injury and property damage arising out of or in connection with the use, ownership or maintenance of his Unit and the interests appurtenant thereto. The insurance coverages referred to in this Section 12.7 shall be in the name of the Unit Owner, and the premiums therefor shall be such Owner's individual responsibility and expense. The Unit Owner shall provide to the Association upon request certificates evidencing the insurance coverages to be maintained by the Owner pursuant to this Section 12.7.

12.8 Damage or Destruction. In the event of damage to or destruction of all or part of the Condominium, the damage shall be repaired or the property destroyed shall be rebuilt, unless not less than seventy-five percent (75%) of the Units shall vote to the contrary. Such vote shall be taken by the Association at a special meeting called for that purpose within ninety (90) days of the date of the damage or destruction; provided, however, no such vote shall be taken if the cost to repair the damage or rebuild the Condominium is less than $100,000 and not less than 80% of such cost will be covered by insurance maintained by the Association. In the event of repair or reconstruction, the original "as built" architectural design, plans and specifications for the Condominium as it was originally constructed and finished by the Declarant shall be observed as nearly as practicable, including, without limitation, fixtures, interior partitions, interior doors, (including hardware), floors and stairways, built-in cabinets, built-in appliances, kitchen and

bathroom tile, plumbing, wiring, heating and air-conditioning systems, floor coverings, wall coverings, and painting which comprise a part of the Condominium within the individual Units, and including changes required by all applicable governmental building codes, unless the Association authorizes a variance; provided, however, that regardless of any authorized variance the number of interior square feet of any Unit may not vary by more than five percent (5%) from the number of interior square feet of such Units as originally constructed. The number of Units shall remain the same. All insurance proceeds received by the Association as a result of any damage or destruction to the Condominium shall be applied to the cost of repair or reconstruction. In the event the available insurance proceeds are insufficient to pay in full the cost of repairs or reconstruction, then in such event the shortfall shall be assessed to the Unit Owners as a special assessment in the manner provided in the Bylaws.

12.9 Condemnation. In the event of a "taking under the power of eminent domain" as defined in the Act, the Association shall proceed with rebuilding, relocation or restoration and/or an allocation of any award as provided in the Bylaws or, if not provided for in the Bylaws, in the Act. In any event, if the taking under the power of eminent domain is to the extent where the remaining Condominium portion has been diminished to such an extent that reconstruction or restoration is not practical, the Condominium shall be subject to an action for partition upon obtaining the written consent of the Unit Owners having 75% or more of the vote. In the case of partition, the net proceeds of sale, together with any net proceeds of the award for taking, shall be considered as one fund and shall be divided among all Unit Owners in proportion to their Percentage Interest and shall be distributed in accordance with the priority of interests in each Unit. A taking of all or part of a Unit may not include any of the Percentage Interests or vote

appurtenant to the Unit. The Owner of each Unit taken shall have the individual right of appeal of the necessity of taking and of the condemnation award made for the taking. The Association shall have the right of appeal of the necessity of taking of the Common Elements and the right of appeal of the condemnation award made for the taking of the Common Elements. An appeal by the Association shall be binding upon the Unit Owners for the necessity of taking or the condemnation award made for the taking of the Common Elements. Unit Owners having an interest in the ownership of Limited Common Elements may individually or as a group appeal the necessity of taking or the condemnation award made for the taking of the Limited Common Elements.

ARTICLE 13. SPECIAL PROVISIONS REGARDING DECLARANT

13.1 Declarant's Right of Ingress and Egress. The Declarant reserves for itself the non-exclusive easement and right of ingress and egress on, over and under the Common Elements or any Unit owned by the Declarant, or under construction, for the purpose of completing construction of the Condominium, managing the Association and acting on its behalf until Turnover of Control, marketing of Units and such other activities and matters related to the development of the Condominium and the sale of Units as determined by the Declarant in its reasonably exercised discretion.

13.2 Other Reservation of Rights. The Declarant reserves the right, until all of the Units have been sold by Declarant, exercisable in it reasonably exercised discretion, to (i) maintain an unsold Unit as a sales office or model, (ii) conduct marketing activities on or about the Common Elements, (iii) place signs on or about the Common Elements advertising and marketing the sale of Units, and (iv) in furtherance of the foregoing, to exercise its rights of

ingress and egress as provided in Section 13.1. The rights provided for herein may be exercised by the Declarant with no cost or expense chargeable to it by the Association, excepting Common Expenses properly assessed against Units owned by Declarant pursuant to Article 11 hereof.

13.3 No Impairment of Declarant's Rights. No Unit Owner or the Association shall take any action, or fail or refuse to take any action, whether or not requested by Declarant, which would in any manner impair, impede, limit, alter or prevent the completion of the construction of the Condominium by the Declarant, the sale by Declarant of the Units or the rights reserved or granted to the Declarant under this Declaration, or make more costly or burdensome such construction, sale of Units or the exercise of such rights by Declarant hereunder.

13.4 Declarant Control of Association. Until the expiration of the earlier of ten (10) years from the date the first Unit is conveyed to any Person other than Declarant, or thirty (30) days after the conveyance of 75% of the Percentage Interests in Common Elements to purchasers (either event being a "Turnover of Control"), the Declarant, acting alone and without the need for the vote or consent of any Unit Owner, shall have the right (i) to appoint, remove and reappoint the members of the Association's Board, (ii) to appoint, remove and reappoint the officers of the Association, and (iii) to exercise all the powers and responsibilities otherwise assigned to the Association by this Declaration, the Association Instruments or the Act. Prior to the conveyance of twenty-five percent (25%) of the Percentage Interests to purchasers, the Association shall hold a meeting, and the Unit Owners, other than the Declarant, shall elect at least twenty-five (25%) of the Directors. Prior to the conveyance of fifty percent (50%) of the Percentage Interests to purchasers, the Association shall hold a meeting, and the Unit Owners,

other than the Declarant, shall elect at least thirty-three and one-third percent (33 ⅓%) of the Directors.

ARTICLE 14. EASEMENTS, RESERVATIONS AND ENCROACHMENTS

14.1 Encroachments. In the event that by reason of the construction, reconstruction, settling or shifting of any portion of the Condominium, or the design or construction of any Unit, any part of the Common Elements encroaches or shall hereafter encroach upon any part of the Unit, or any part of any Unit encroaches or shall hereafter encroach upon any part of the Common Elements, or another Unit, valid easements for the maintenance and continuation of such encroachment are hereby established and shall exist for the benefit of and appurtenant to such Units and the Common Elements, as the case may be, for the period of time any such encroachment or any replacement thereof shall remain: 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 Common Elements if such encroachment occurred due to the willful conduct of said Owner or the Association.

14.2 Utilities and Services. Declarant hereby grants for the benefit of the Unit Owners, and hereby reserves for itself and grants for the use and benefit of the Declarant, the Condominium, the Association and such public utility companies, private utility companies, private service companies and others as designated by the Declarant, in its sole and absolute discretion, and to their respective successors and assigns, a non-exclusive perpetual easement in common, in, under and through the Condominium for purposes of installation, construction, operation, maintenance repair, replacement and removal of all underground utilities and public and private service lines and equipment, including, but not limited to, electric, telephone, natural gas,

water, sanitary sewers, storm sewers, security, cable television, master television antennae and similar systems and all necessary surface and above-ground equipment and structures appurtenant thereto, for purposes of so serving the Condominium. All property damaged or destroyed in the exercise of rights declared or granted pursuant to this Section 14.2 shall be repaired, restored or replaced as promptly as possible by, and at their expense of, the Person exercising such rights.

Anything herein to the contrary notwithstanding, the placement and location within the Condominium of al utilities, service lines and all appurtenances thereto, including, but not limited to, conduits, wires, cables, pipes, mains and drainage lines, shall at all times be subject to the approval of the Declarant.

14.3 Police and Fire Protection. A perpetual easement is hereby granted for the free and uninterrupted access to and throughout the Condominium for any and all legally designated law enforcement agency and all fire department personnel and equipment in the performance of their duties.

14.4 United States Post Office. A perpetual easement is hereby granted for the free and uninterrupted access to and throughout the Condominium for any and all legally designated representatives of the United States Postal Service personnel and equipment in the performance of their duties.

14.5 Easements to Run with the Land. All rights and easements described herein, including those reserved to the Declarant and referred to in Article 13, are (unless otherwise expressly provided) perpetual rights and easements appurtenant to and running with the land and shall be binding upon, and inure to the benefit of, the Declarant, the Association and any Unit Owner, purchaser, mortgagee and other Person having any interest in the Condominium or

any part thereof. Reference in any deed of conveyance, mortgage, trust deed or other instrument affecting any part of the Condominium to this Declaration shall be sufficient to create and reserve such rights and easements to the respective grantees, mortgagees and trustees named as fully as though such rights and easements were set forth in their entirety in such instrument. The Property is subject to all easements of record depicted on the Condominium Plat which is attached hereto as Exhibit B.

ARTICLE 15. MISCELLANEOUS

15.1 Enforcement. The Association or the Declarant (until a Turnover of Control), shall have the right to enforce, by proceeding at law or in equity, all restrictions, conditions, covenants, liens, easements, and reservations now or hereafter imposed by the provisions of this Declaration or the Association Instruments.

15.2 Attorney's Fees. In the event of any proceeding at law or in equity as provided for in Section 15.1 above, the prevailing party in any such proceeding shall be awarded their reasonable attorneys' fees and expenses in prosecuting or defending such proceeding, as the case may be.

15.3 Non-waiver. The failure of the Association to insist, in any one or more instances, upon the strict performance of any of the terms, covenants, conditions or restrictions of this Declaration, the By- Laws or the rules and regulations established thereunder, or to exercise any right or option herein contained, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment for the future of any 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 a waiver of such breach, and no waiver by the Association of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Association.

15.4 Severability. The provisions hereof shall be deemed independent and severable and the invalidity or partial invalidity or unenforceability of any one provision thereof shall not affect the validity or enforceability of the remaining portion of said provision or of any other provision hereof.

15.5 Notice to Lenders. Upon written request to the Association, a Mortgage holder shall be given a copy of all notices permitted or required by this Declaration to be given to the Unit owner whose Unit is subject to the Mortgage. The Association shall have the right to charge the Unit Owner a reasonable fee with respect to the notices requested hereunder.

15.6 Covenants to Run with the Land. The provisions of this Declaration shall be deemed and taken to be covenants running with the land an shall be binding upon any Persons having at any time any interest or estate in the Condominium.

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

15.8 Heading and Captions. The captions and section headings herein are inserted only as a matter of convenience and for reference and in no way define or limit the scope or intent of the various provisions hereof.

15.9 Amendments. The provisions of this Declaration may be changed, modified, rescinded, supplemented, or otherwise amended by an instrument setting forth such

Amendment signed and acknowledged by he President and Secretary of the Association; provided, however, that such instrument and the terms thereof have been consented to in writing by the owners of at least 75% of all Units; and further provided that the consent of the Unit Owners is not effective unless such consent is approved by the Mortgagee, if any, with respect to such Unit. An amendment becomes effective when it is recorded by the Waukesha County Register of Deeds.

15.10 Amendments by Declarant. Notwithstanding Section 15.9 above, and until Turnover of Control, each Unit Owner and Mortgagee hereby agrees, upon request by the Declarant, to consent in writing to amendments to the Declaration, provided such amendments are intended to (i) correct errors or omissions or clarify ambiguities; (ii) cause the Declaration to be in compliance with the Act; or (iii) cause the Declaration to include provisions regarding Mortgagee rights which, in the reasonably exercised discretion of Declarant, will encourage lenders to make, purchase, insure or guarantee Mortgages. No amendment executed pursuant to this Section 15.10 may change the definition of a Unit, increase the number of Units, alter the boundaries of Common Elements or Limited Common Elements or increase the Assessments otherwise provided herein.

15.11 Notices. A notice to be given hereunder to a Unit Owner shall be deemed given upon personal delivery to Owner (or any one of the Owners, if a Unit is owned by more than one Owner), or upon mailing in the United States Mail, first class postage affixed, addressed to the Unit Owner as such address is reflected on the records of the Association from time to time.

15.12 Governing Law. This Declaration, the Articles of Incorporation of the Association, the By-Laws of the Association and the rules and regulations established thereunder shall be governed by and construed under the laws of the State of Wisconsin.

15.13 Assignment/Delegation by Declarant. The Declarant reserves the right to assign its rights and delegate its duties hereunder.

IN WITNESS WHEREOF, the said Declarant, D. M. Builders, Inc., has caused these presents to be signed by Donald Mechelke, this 9th day of March, 2001.

D.M. BUILDERS, INC.

By: _____
Donald A. Mechelke, President

Attest: _____
Virginia M. Mechelke, Secretary

STATE OF WISCONSIN }
} ss.
MILWAUKEE COUNTY }

Personally came before me this 9th day of March, 2001, Donald A. Mechelke and Virginia M. Mechelke, President and Secretary, respectively, of D.M. Builders, Inc., a Wisconsin corporation, to me known to be the persons who executed the foregoing instrument, and acknowledges the same.

_____
Notary Public, Milwaukee County, WI
My Commission ~~expires:~~ is permanent

THIS INSTRUMENT WAS DRAFTED BY:
Kathryn A. Kronquist
O'Neil, Cannon & Hollman, S.C.
111 East Wisconsin Avenue, Suite 1400
Milwaukee, WI 53202

Attachments

Consent of Mortgagee to Declaration

Exhibit A - Legal Description of Condominium
Exhibit B-1 - Condominium Plat with Floor Plans
Exhibit B-2 - Detailed Floor Plans
Exhibit C - Unit Numbers and Addresses

CONSENT OF MORTGAGEE TO DECLARATION AND SUBJECTION OF MORTGAGE TO DECLARATION

This Consent is made as of March 12, 2001, by M&I Marshall & Ilsley Bank ("Bank").

The Bank is the holder of a mortgage interest on the Property, and desires to confirm its consent to the Declaration and its intent to hereby subject the lien of its mortgage to the Declaration so that the Property as encumbered by the mortgage will consist of the Units as set forth in the Declaration.

Executed as of the date written above.

M&I Marshall & Ilsley Bank

By: Glenn D. Schroeder
Name: Glenn D. Schroeder
Title: Assistant Vice President

STATE OF WISCONSIN)
) SS
COUNTY OF Waukesha)

Personally came before me this 12 day of March, 2001, the above named Glenn D. Schroeder who acknowledged himself/herself to be the Assistant V.P. of the Bank named above, and to me known to be the person who executed the foregoing instrument as such officer of such corporation, by its authority, and acknowledged the same.

Joaquin Mott
Notary Public, State of Wisconsin
My commission: June 3, 2001

EXHIBIT A

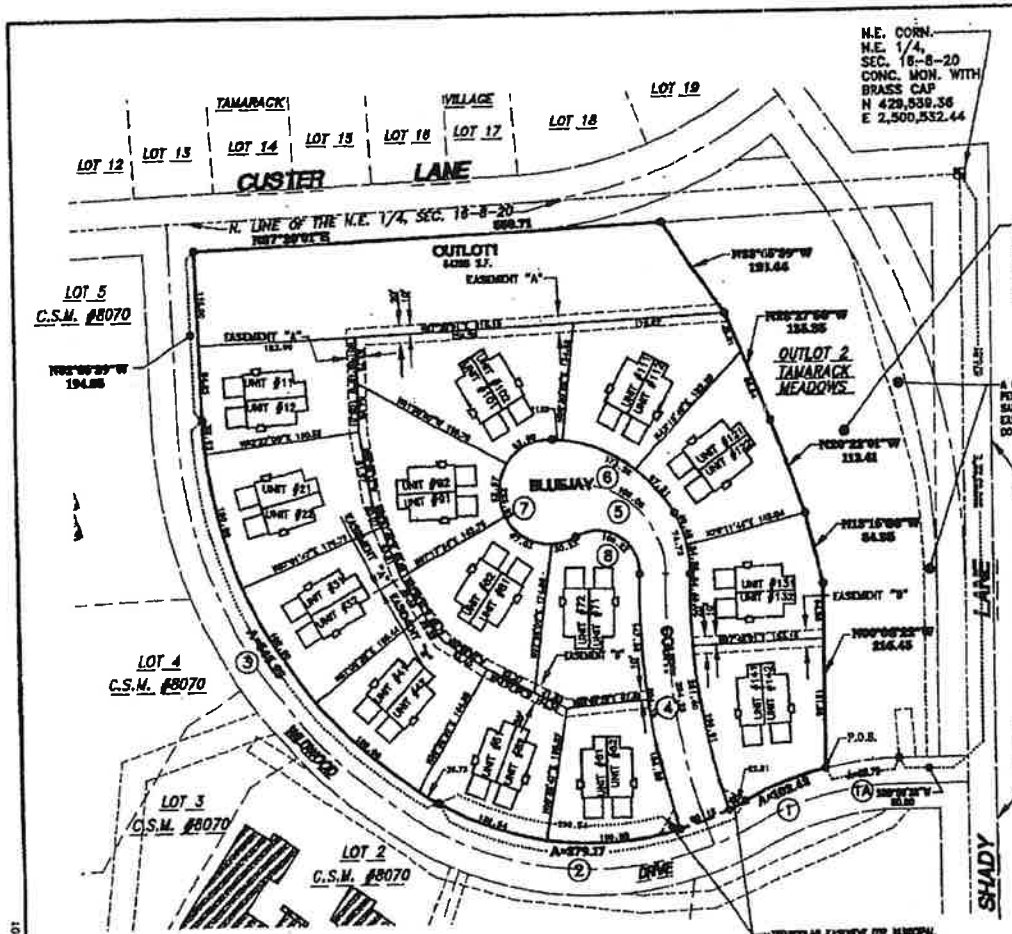
LEGAL DESCRIPTION

LOTS 1 THROUGH 14, INCLUSIVE, AND OUTLOT 1, TAMARACK MEADOWS, BEING A SUBDIVISION OF A PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 16, TOWN 8 NORTH, RANGE 20 EAST, IN THE VILLAGE OF MENOMONEE FALLS, WAUKESHA COUNTY, WISCONSIN

EXHIBIT B-1

TAMARACK MEADOWS CONDOMINIUM

VILLAGE OF MENOMONEE FALLS
WAUKESHA COUNTY, WISCONSIN



NORTH

GRAPHIC SCALE: 1"=100'

0 100 200

STORMWATER DRAINAGE EASEMENTS

(A) Private drainage easement "A" is herein established to provide for the unobstructed flow of stormwater runoff from adjacent and upstream properties. Owners of lots on which these private easements exist shall be responsible for keeping these areas free of any obstructions that may restrict or divert this flow.

(B) 20' wide perpetual public storm sewer and drainage easement recorded as Document No. 2566445.

PERMANENT AND PERPETUAL PUBLIC EASEMENT FOR STORM WATER DETENTION BASIN AND RELATED FACILITIES, INCLUDING STORM SEWER INLETS AND MANHOLES RECORDED AS DOCUMENT No. 2566445

A GENERALLY 15' WIDE PERPETUAL PUBLIC SANITARY SEWER EASEMENT RECORDED AS DOCUMENT No. 2566445

TRIANGULAR EASEMENT FOR MUNICIPAL PURPOSES RECORDED AS DOCUMENT No. 2566445

Losik & associates

Michael J. Losik & Assoc., Inc.
19275 W. Capitol Drive
Brookfield, WI 53045

(414) 798-1680
FAX 798-1681

NOTE: THIS SURVEY DESCRIBES THE LAND AND BUILDINGS SUBJECT TO THE CONDOMINIUM DECLARATION.

NOTE: Driveways servicing each Unit and the respective yard area surrounding each Unit are deemed Limited Common Elements.

UNIT NO.	ADDRESS
11	W174 N7964 WILDWOOD DR.
12	W174 N7962 WILDWOOD DR.
21	W174 N7950 WILDWOOD DR.
22	W174 N7948 WILDWOOD DR.
31	W174 N7920 WILDWOOD DR.
32	W174 N7918 WILDWOOD DR.
41	N78 W17398 WILDWOOD DR.
42	N78 W17396 WILDWOOD DR.
51	N78 W17340 WILDWOOD DR.
52	N78 W17338 WILDWOOD DR.
61	N78 W17328 WILDWOOD DR.
62	N78 W17326 WILDWOOD DR.
71	N79 W17331 BLUEJAY COURT
72	N79 W17333 BLUEJAY COURT
81	N79 W17355 BLUEJAY COURT
82	N79 W17357 BLUEJAY COURT
91	N79 W17363 BLUEJAY COURT
92	N79 W17361 BLUEJAY COURT
101	N79 W17354 BLUEJAY COURT
102	N79 W17352 BLUEJAY COURT
111	N79 W17322 BLUEJAY COURT
112	N79 W17320 BLUEJAY COURT
121	W173 N7946 BLUEJAY COURT
122	W173 N7944 BLUEJAY COURT
131	W173 N7932 BLUEJAY COURT
132	W173 N7930 BLUEJAY COURT
141	W173 N7908 BLUEJAY COURT
142	N78 W17250 WILDWOOD DR.

WISCONSIN MICHAEL J. LOSIK 5-1-95 BROOKFIELD, WI LAND SURVEYOR

TAMARACK MEADOWS
Residential Condominium
WAUKESHA COUNTY
CONDOMINIUM PLAT

DECLARANT:
D.M. BUILDERS, INC.

THIS EXHIBIT WAS DRAFTED BY MICHAEL J. LOSIK, P.E., L.S. (MICHAEL J. LOSIK & ASSOC., INC., BROOKFIELD WISCONSIN)

506/95014-01/SSOCP-01

TAMARACK MEADOWS
CONDOMINIUM

VILLAGE OF MENOMONEE FALLS
WAUKESHA COUNTY, WISCONSIN

CURVE DATA:

NO.	LOT NO.	RADIUS	DELTA	ARC	CHORD	CHORD BEARING	TANGENT IN	TANGENT OUT
C1		383.00	15°19'24"	102.43	102.13	S68°59'57"W	S76°39'39"W	S81°20'15"W
C1A		383.00	13°16'59"	88.79	88.59	S83°18'06.5"W	S89°56'38"W	S76°39'39"W
C2		370.00	58°42'56"	379.17	362.79	N89°18'17"W	S81°20'15"W	N59°56'49"W
	LOT 14	370.00	03°29'08"	22.51	22.51	S63°04'49"W	S61°20'15"W	S64°49'23"W
	R.O.W.	370.00	09°16'35"	60.12	60.05	S69°28'40.5"W	S64°49'23"W	S74°07'58"W
	NORTH	370.00	45°55'13"	296.54	288.67	N82°54'25.5"W	S74°07'58"W	N59°56'49"W
	LOT 6	370.00	24°48'36"	160.00	158.76	S86°31'15"W	S74°07'58"W	N81°05'26"W
	LOT 5	370.00	21°08'37"	136.54	135.77	N70°31'07.5"W	N81°05'26"W	N59°56'49"W
C3		540.00	57°51'10"	545.25	522.38	N31°01'14"W	N59°56'49"W	N02°05'39"W
	LOT 5	540.00	02°50'09"	26.73	26.72	N58°31'44.5"W	N59°56'49"W	N57°06'40"W
	LOT 4	540.00	16°58'35"	160.00	159.42	N48°37'22.5"W	N57°06'40"W	N40°08'05"W
	LOT 3	540.00	16°58'36"	160.00	159.42	N31°38'47"W	N40°08'05"W	N23°09'29"W
	LOT 2	540.00	16°58'35"	160.00	159.42	N14°40'11.5"W	N23°09'29"W	N06°10'54"W
	LOT 1	540.00	04°05'15"	38.52	38.51	N04°08'16.5"W	N06°10'54"W	N02°05'39"W
C4	C/L	846.78	19°54'43"	294.28	292.80	N08°13'10.5"W	N18°10'32"W	N01°44'11"E
	R.O.W. EAST	816.78	19°44'24"	281.40	280.01	N08°08'01"W	N18°00'13"W	N01°44'11"E
	LOT 14	816.78	13°48'46"	196.91	196.44	N11°05'50"W	N18°00'13"W	N04°11'27"W
	LOT 13	816.78	05°56'38"	84.49	84.45	N01°13'38"W	N04°11'27"W	N01°44'11"E
	R.O.W. WEST	876.78	19°52'34"	304.18	302.83	S08°14'17"E	S01°42'00"W	S18°10'34"E
	LOT 7	876.78	09°37'47"	147.36	147.19	S03°08'33.5"E	S01°42'00"W	S07°55'47"E
	LOT 6	876.78	10°14'47"	156.80	156.58	S13°03'10.5"E	S07°55'47"E	S18°10'34"E
C5	C/L	100.27	112°02'38"	196.08	166.30	N54°17'07"W	N01°44'11"E	S68°41'35"W
	R.O.W. EAST	130.27	32°32'05"	74.73	73.71	N14°41'51.5"W	N01°44'11"E	N31°07'54"W
	LOT 13	130.27	15°04'41"	34.28	34.18	N05°48'09.5"W	N01°44'11"E	N13°20'30"W
	LOT 12	130.27	17°47'24"	40.45	40.29	N22°14'12"W	N13°20'30"W	N31°07'54"W
C6		180.00	55°09'19"	173.28	166.66	N58°42'33.5"W	N31°07'54"W	N86°17'13"W
	LOT 12	180.00	21°25'33"	67.31	66.92	N41°50'40.5"W	N31°07'54"W	N52°33'27"W
	LOT 11	180.00	30°03'29"	94.44	93.35	N67°35'11.5"W	N52°33'27"W	N82°36'56"W
	LOT 10	180.00	03°40'17"	11.53	11.53	N84°27'04.5"W	N82°36'56"W	N86°17'13"W
C7		60.00	213°44'13"	223.82	114.84	S13°09'19.5"E	N86°17'13"W	N59°56'34"E
	LOT 10	60.00	60°44'07"	63.60	60.67	S63°20'43.5"W	N86°17'13"W	S32°58'40"W
	LOT 9	60.00	60°08'03"	62.97	60.12	S02°54'38.5"W	S32°58'40"W	S27°09'23"E
	LOT 8	60.00	64°00'36"	67.03	63.60	S59°09'41"E	S27°09'23"E	N88°50'01"E
	LOT 7	60.00	28°51'27"	30.22	29.90	N74°24'17.5"E	N88°50'01"E	N59°56'34"E
C8		50.00	121°43'28"	106.22	87.34	S59°09'43"E	N59°56'34"E	S01°42'00"W

LEGAL DESCPRIPTION:

LOTS 1 THROUGH 14, INCLUSIVE AND OUTLOT 1, TAMARACK MEADOWS, BEING A SUBDIVISION OF A PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 16, TOWN 8 NORTH, RANGE 20 EAST, IN THE VILLAGE OF MENOMONEE FALLS, WAUKESHA COUNTY, WISCONSIN.

TAMARACK MEADOWS
Residential Condominium
WAUKESHA COUNTY
CONDOMINIUM PLAT

Losik & associates

Michael J. Losik & Assoc.,Inc.
19275 W. Capitol Drive
Brookfield, WI 53045

(262) 790-1480
FAX 790-1481

SURVEYOR'S CERTIFICATE:

I, MICHAEL J. LOSIK, do hereby certify that I have surveyed the above described property and this survey is an accurate representation of the exterior boundary lines and the location of the buildings and improvements constructed or to be constructed upon the property.

This Condominium Plat is a correct representation of the Tamarack Meadows Condominium, and the identification and location of each unit and the common elements of the Condominium can be determined from this Plat.

The survey makes no certification as to the accuracy of the interior line dimensions set forth on the diagrammatic floor plans of condominium buildings and units contained herein.

Dated this 30th day of MAY, 2000.

WISCONSIN
MICHAEL J. LOSIK S-1066 BROOKFIELD, WI
LAND SURVEYOR

Michael J. Losik, S.S.
Registered Land Surveyor S-1066

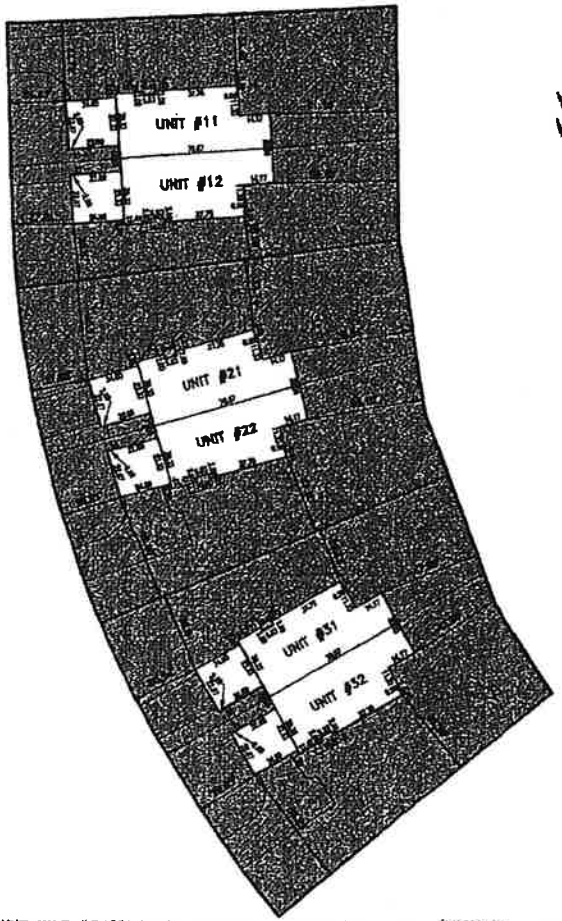
THIS EXHIBIT WAS DRAFTED BY MICHAEL J. LOSIK, P.E., L.S. (MICHAEL J. LOSIK & ASSOC., INC., BROOKFIELD WISCONSIN)

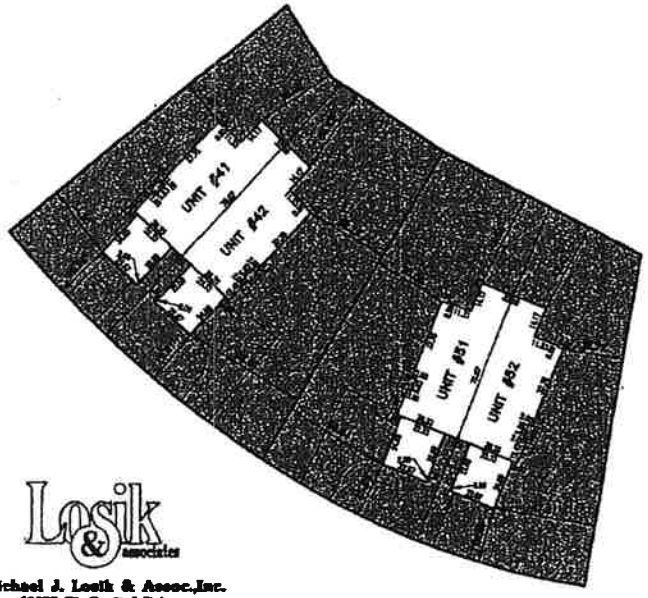
506/95014-01/55002-01

BUILDING DIAGRAMMATIC FLOOR PLANS

TAMARACK MEADOWS
CONDOMINIUM

VILLAGE OF MENOMONEE FALLS
WAULESHA COUNTY, WISCONSIN





SCALE: 1" = 40'

TAMARACK MEADOWS
Residential Condominium
WAUKESHA COUNTY
CONDOMINIUM PLAT

Losik & associates

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Brookfield, WI 53045

(262) 790-1480
FAX 790-1481

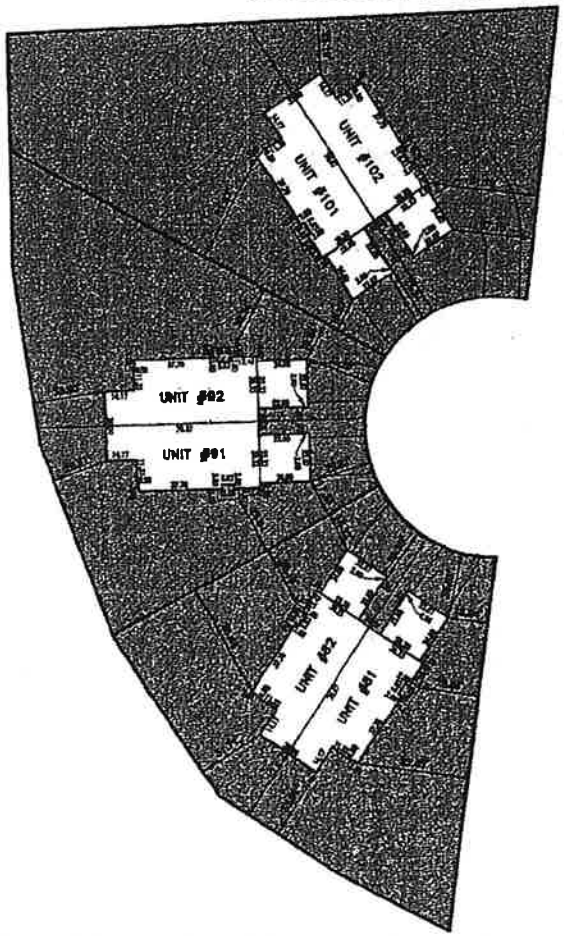
INDICATES LIMITED COMMON ELEMENTS

WISCONSIN
MICHAEL LOSIK S-1085 BROOKFIELD, WI
LAND SURVEYOR

506/02014-1/2500F-02

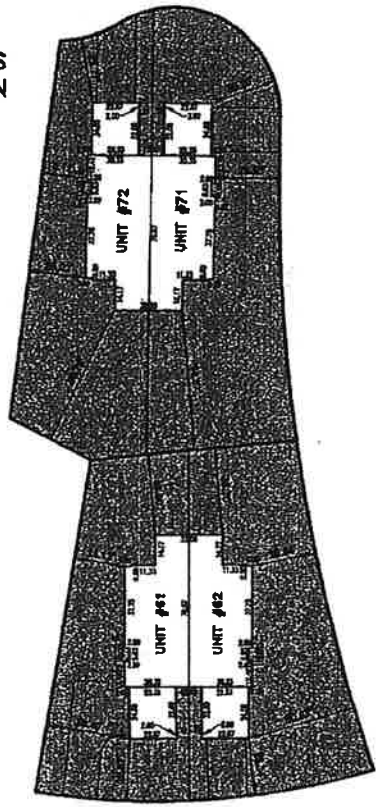
THIS EXHIBIT WAS DRAFTED BY MICHAEL J. LOSIK, P.E., L.S. (MICHAEL J. LOSIK & ASSOC., INC., BROOKFIELD WISCONSIN)

BUILDING DIAGRAMMATIC FLOOR PLANS



TAMARACK MEADOWS CONDOMINIUM

VILLAGE OF MENOMONEE FALLS
WAULESHA COUNTY, WISCONSIN



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Brookfield, WI 53045
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INDICATES LIMITED COMMON ELEMENTS

SCALE: 1" = 40'

TAMARACK MEADOWS
Residential Condominium
WAUKESHA COUNTY
CONDOMINIUM PLAT

WISCONSIN
MICHAEL J. LOSIK
S-1095
BROOKFIELD
LAND SURVEYOR

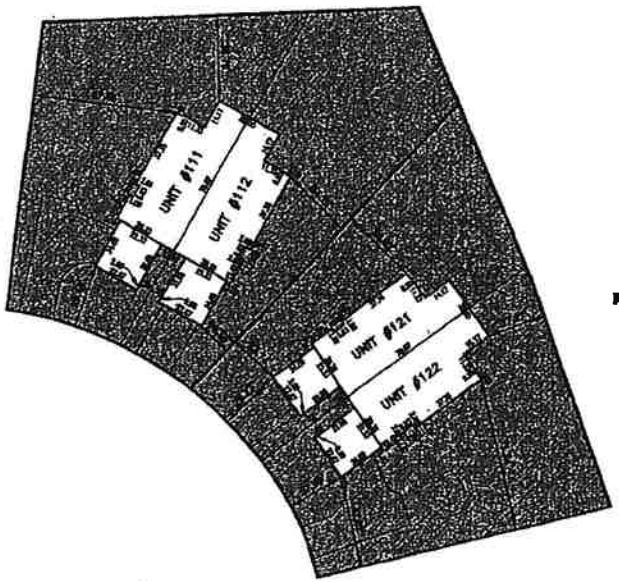
THIS EXHIBIT WAS DRAFTED BY MICHAEL J. LOSIK, P.E., L.S. (MICHAEL J. LOSIK & ASSOC., INC., BROOKFIELD WISCONSIN)

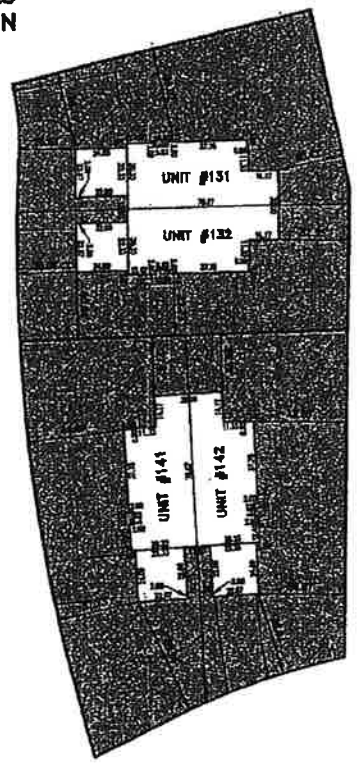
508/95014-1/3500P-02

BUILDING DIAGRAMMATIC FLOOR PLANS

TAMARACK MEADOWS
CONDOMINIUM

VILLAGE OF MENOMONEE FALLS
WAULESHA COUNTY, WISCONSIN





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INDICATES LIMITED COMMON ELEMENTS

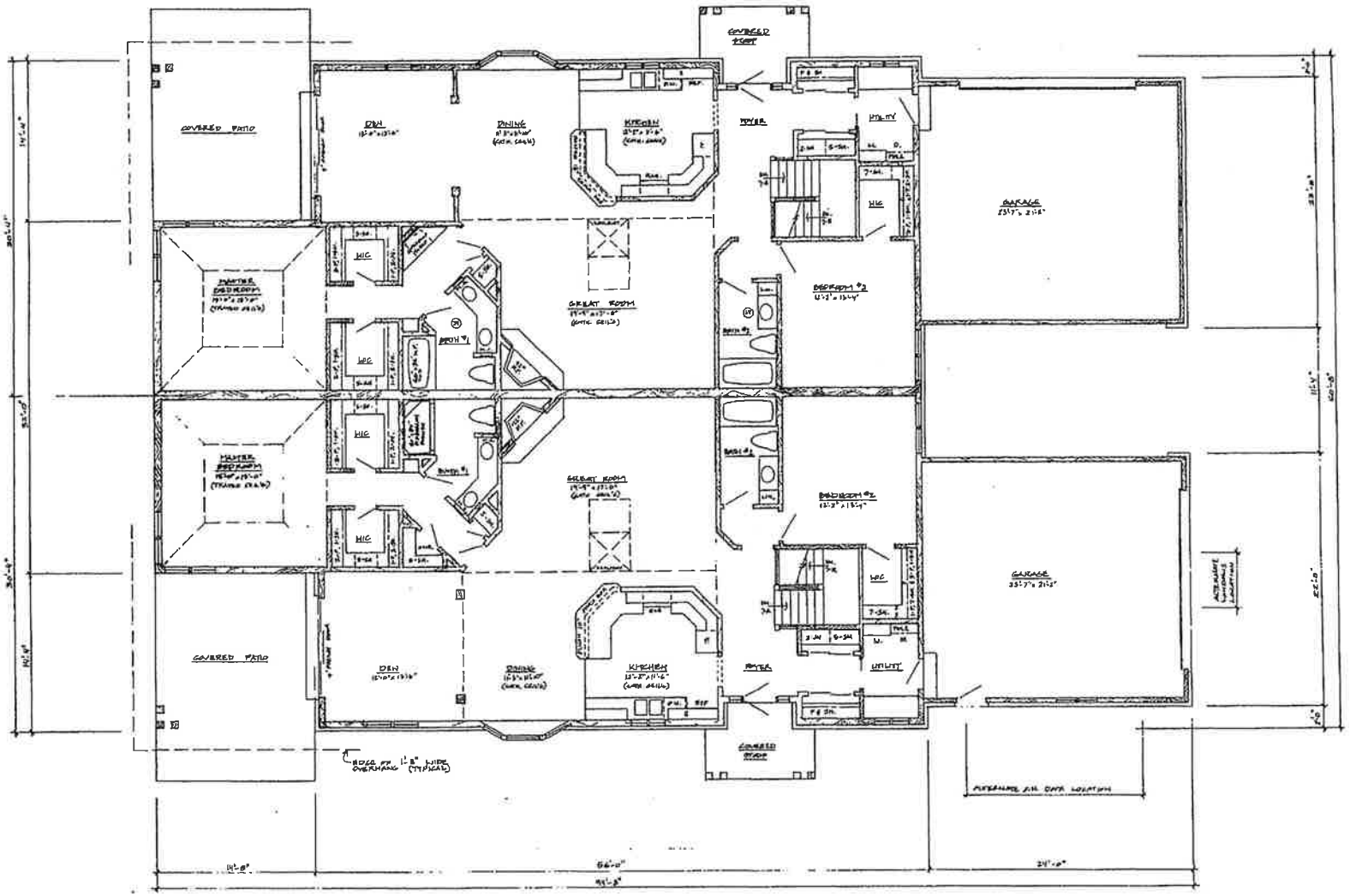
SCALE: 1" = 40'

TAMARACK MEADOWS
Residential Condominium
WAUKESHA COUNTY
CONDOMINIUM PLAT

WISCONSIN
MICHAEL J. LOSIK
S-1085
BROOKFIELD, WI
LAND SURVEYOR

THIS EXHIBIT WAS DRAFTED BY MICHAEL J. LOSIK, P.E., L.S. (MICHAEL J. LOSIK & ASSOC., INC., BROOKFIELD WISCONSIN)

506/93014-1/550CP-02



Floor Plan

EXHIBIT B-2

EXHIBIT C

UNIT NUMBERS AND ADDRESSES

Unit	Address
11	W174 N7964 Wildwood Drive, Menomonee Falls, Wisconsin 53051
12	W174 N7962 Wildwood Drive, Menomonee Falls, Wisconsin 53051
21	W174 N7950 Wildwood Drive, Menomonee Falls, Wisconsin 53051
22	W174 N7948 Wildwood Drive, Menomonee Falls, Wisconsin 53051
31	W174 N7920 Wildwood Drive, Menomonee Falls, Wisconsin 53051
32	W174 N7918 Wildwood Drive, Menomonee Falls, Wisconsin 53051
41	N78 W17398 Wildwood Drive, Menomonee Falls, Wisconsin 53051
42	N78 W17396 Wildwood Drive, Menomonee Falls, Wisconsin 53051
51	N78 W17340 Wildwood Drive, Menomonee Falls, Wisconsin 53051
52	N78 W17338 Wildwood Drive, Menomonee Falls, Wisconsin 53051
61	N78 W17328 Wildwood Drive, Menomonee Falls, Wisconsin 53051
62	N78 W17326 Wildwood Drive, Menomonee Falls, Wisconsin 53051
71	N79 W17331 Blue Jay Court, Menomonee Falls, Wisconsin 53051
72	N79 W17333 Blue Jay Court, Menomonee Falls, Wisconsin 53051
81	N79 W17355 Blue Jay Court, Menomonee Falls, Wisconsin 53051
82	N79 W17357 Blue Jay Court, Menomonee Falls, Wisconsin 53051
91	N79 W17363 Blue Jay Court, Menomonee Falls, Wisconsin 53051
92	N79 W17361 Blue Jay Court, Menomonee Falls, Wisconsin 53051
101	N79 W17354 Blue Jay Court, Menomonee Falls, Wisconsin 53051

Unit	Address
102	N79 W17352 Blue Jay Court, Menomonee Falls, Wisconsin 53051
111	N79 W17322 Blue Jay Court, Menomonee Falls, Wisconsin 53051
112	N79 W17320 Blue Jay Court, Menomonee Falls, Wisconsin 53051
121	W173 N7946 Blue Jay Court, Menomonee Falls, Wisconsin 53051
122	W173 N7944 Blue Jay Court, Menomonee Falls, Wisconsin 53051
131	W173 N7932 Blue Jay Court, Menomonee Falls, Wisconsin 53051
132	W173 N7930 Blue Jay Court, Menomonee Falls, Wisconsin 53051
141	W173 N7908 Blue Jay Court, Menomonee Falls, Wisconsin 53051
142	N78 W17250 Wildwood Drive, Menomonee Falls, Wisconsin 53051