DISCLOSURE MATERIALS

FOR

NPV CONDOMINIUM ASSOCIATION, INC.

Property Address:

1610 – 1837 New Port Vista Drive
Grafton, WI 53024

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

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

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

INDEX

NPV CONDOMINIUM ASSOCIATION, INC.

1. EXECUTIVE SUMMARY: The Executive Summary highlights for a buyer of a condominium unit essential information regarding the condominium. The Executive Summary begins on page A.
2. DECLARATION: The Declaration establishes and describes the condominium units and the common areas. The declaration begins on page B.
3. BY-LAWS: The By-Laws contain rules which govern the condominium and affect the rights and responsibilities of unit owners. The By-Laws begin on page C.
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. The Articles of Incorporation begin on page D.
5. MANAGEMENT OR EMPLOYMENT CONTRACTS: Certain services are provided to the condominium through contracts with individuals or private firms. These contracts begin on page E.
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. The Budget begins on page F.
7. FLOOR PLAN(S) 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 all facilities and common areas which are part of the condominium. The floor plans can be found in the Declaration, which begins on page B.
8. STATUTORY RESERVE ACCOUNT: The condominium does have a Statutory Reserve Account. Documentation can be found in the Association Bylaws, which begins on page C.
9. RULES AND REGULATIONS: The Rules and Regulations for the condominium promulgated by the association The Rules and Regulations begin on page G.

EXECUTIVE SUMMARY

Condominium Name: New Port Vista Condominium

This Executive Summary was prepared or revised on March 11, 2022 _____ (insert date).

This Executive Summary highlights some of the information prospective purchasers are most interested in learning, as well as some of the information they should consider when contemplating the purchase of a residential condominium unit. The following sections either briefly summarize pertinent information or direct prospective buyers to specific documents, sections and/or pages of the condominium materials that discuss a topic in detail. A section identified with an 🕮 icon may refer a prospective purchaser to specific page numbers or sections of the condominium materials for more information about a topic.

This summary is not intended to replace the prospective purchaser's review of the condominium declaration, bylaws and other condominium disclosure materials nor is it a substitute for a professional review of the condominium documents or legal advice.

1. Condominium Association Management and Governance

- Condominium association name NPV Condominium Association, Inc.
- Association address C/O Hunt Management, Inc., 10520 N. Baehr Road, Suite Q, Mequon, WI 53092
- The association is managed:
  - ☐ By the Unit Owners (self-managed)
  - ☒ By a management agent or company
  - ☐ By the declarant (developer) or the declarant's management company
- Person(s) to be contacted for more information about the condominium Client Services at Hunt Management, Inc.
- Address, phone number, and other contact information for the contact person Client Services at Hunt Management, Inc., 10520 N. Baehr Road, Suite Q, Mequon, WI 53092, Phone: 262-238-1480 Fax: 262-238-1485 clientservices@huntmanagement.com

🕮 For condominium document references regarding association governance and a condominium contact person, see Bylaws, Article IV, Section R

2. Parking

- Number of parking spaces assigned to each Unit: Varies Number Outside 1-2 Inside 1-2
  - ☐ Common Element ■ Limited Common Element ■ Included as part of the Unit
  - ☐ Separate Non-voting Units ☐ Depends on Individual Transaction [check all that apply]
- Parking fees (include separate maintenance charges, if any) ■ No ☐ Yes, $_____ per _____ Other (*specify*): _____
- Parking assignments reserved or designated on the plat or in the condominium documents: ■ No ☐ Yes – Where? _____
- Parking spaces assigned to a unit by a separate deed: ■ No ☐ Yes
- Ability to transfer parking spaces between Unit Owners: ■ No ☐ Yes
- Describe parking available for visitors Owner Driveway and off street parking. Guest Parking over 2 days needs to be approved by the Board of Directors, No parking at the Clubhouse
- Describe any other parking restrictions Driveway parking is allowed within the frame space in front garage of the garage door, No driveway parking during snow fall, No campers, trailers or boats over 24 hours, no stored vehicles

🕮 For condominium document references to parking, see Declaration, Article VIII, Section 8.8, Rules and Regulations, Article II

3. Pets

- Are pets allowed? ☐ No ■ Yes—describe the kinds of pets allowed: Birds, Dogs and Cats

- Pet rules and restrictions: Maximum of 2 pets per unit, Only 1 dog is allowed per unit, Breed restrictions apply pets must be leashed and waste picked up immediately

📖 For condominium document references regarding pet rules, see Declaration, Article VIII, Section 8.7 and Rules and Regulations, Article V

4. Unit Rentals

- May Unit Owners rent out their condominium units? ☐ No ■ Yes -- describe the limitations and restrictions on unit rentals: Leases no less than 12 months with one 6 month renewal, then unit must be owner occupied, Lease must be in writing and provided to management company within 5 days of execution, background check is required, Rental cap of 6 units

📖 For condominium document references regarding unit rentals, see Declaration, Article VIII, Section 8.3, Rules and Regulations, Article VII, and Rental Rules adopted May 20, 2020

5. Special Condominium Amenities or Features

Clubhouse, Exercise Room, Spa Room, Pool & Pond

(describe any special amenities and features)

- Are Unit Owners obligated to join or make additional payments for any amenity associated with the condominium, such as an athletic club or golf course? ■ No ☐ Yes – cost:

📖 For condominium document references regarding special amenities, see Rules & Regulations, Article VIII

6. Unit Maintenance and Repair Responsibilities

- A Unit Owner's responsibilities for unit maintenance and repair include: All equipment, fixtures and appurtenances in the unit, including but not limited to appliances, fixtures, heating and cooling equipment

📖 For condominium document references regarding unit maintenance and repair responsibilities, see Declaration, Article III, Section 3.2 (c), Subsections (i) & (ii), Declaration Article V

7. Common Element and Limited Common Element Maintenance, Repair and Replacement

- Person(s) responsible for common element maintenance, repair and replacement: The Association shall be responsible for, provided damages are not caused by the owner or their guests.
- Repair and replacement of the common elements is paid for by:
  - ☐ Unit Owner assessments
  - ☐ Reserve funds
  - ☒ Both
  - ☐ Other *(specify):*
- Person(s) responsible for limited common element maintenance, repair and replacement: Association and Unit Owner
- Repair and replacement of the limited common elements is paid for by:
  - ☐ Unit Owner assessments
  - ☐ Reserve funds
  - ☒ Both
  - ☒ Other *(specify):* Unit Owner

📖 For condominium document references regarding common element and limited common element maintenance, repair and replacement, see Declaration, Article III, Section 3.2 (c) & Subsections (i) & (ii), Declaration, Article III, Sections 3.3 & 3.4, and Declaration, Article V

8. Reserve Funds

- Does the condominium association maintain reserve funds for the repair and replacement of the common elements? ☐ No ■ Yes
- Does the association have a Statutory Reserve Account*?

☐ No ■ ☐ Yes -- reserve balance is $ 250,505.97 as of 12/31/21

Note: This amount is current as of the date this Executive Summary was prepared or revised.

🕮 For condominium document references regarding this condominium's reserve funds for repairs and replacements, see Bylaws, Article VII, Sections 7.04 & 705

*Note: A "Statutory Reserve Account" is an account established under Wis. Stat. § 703.163 to be used for the repair and replacement of the common elements in a residential condominium (optional for a small condominium with up to 12 residential units or a mixed-use condominium with residential and non-residential units). In a new condominium, the developer initially decides whether to have a statutory reserve account, but after the declarant control period has ends, the association may opt-in or opt-out of a statutory reserve account with the written consent of a majority of the unit votes. A condominium may have other reserve accounts that are not statutory reserve accounts.

9. Fees on New Units

- Are there provisions excusing the declarant (developer) from paying assessments or modifying the declarant's obligation to pay assessments for the units still owned by the declarant during the period of declarant control?

☒ Not applicable (no developer-owned units or declarant control has ended)
☐ No
☐ Yes – describe in what way: _____

- Describe other provisions in the declaration, bylaws, or budget addressing the levying and payment of assessments on units during the period of declarant control: _____

🕮 For condominium document references to condominium fees during the declarant control period, see _____

10. Expansion Plans

- Has the Declarant (developer) reserved the right to expand this condominium in the future?

■ No ☐ Yes – number of additional units that may be added through the expansion: _____ units

- Expansion period ends: _____
- Condominium management during the expansion period is by: _____

🕮 For condominium document references regarding condominium expansion plans, see _____

11. Unit Alteration and Limited Common Element Enclosure

- Unit Owner may alter a unit or enclose limited common elements: ☐ No ■ Yes
- Describe the rules, restrictions and procedures for altering a unit: Written approval from the Association is required to make and alterations or structural changes
- Describe the rules, restrictions and procedures for enclosing limited common elements: All alterations require prior written approval from the Association

🕮 For condominium document references to unit alterations and limited common element enclosures, see Declaration, Article II, Section 2.4, Declaration, Article V, Section 5.4 and 5.5

12. First Right of Purchase

- The condominium association has a right of first purchase, also sometimes referred to as a right of first refusal, when a condominium unit is offered for sale: ■ No ☐ Yes

🕮 For condominium document references to any first right of purchase held by the condominium association, see _____

13. Transfer Fee

- The condominium association charges a fee in connection with the transfer of ownership of a unit: ■ No ☐ Yes -- amount charged: $_____

📖 For condominium document references to fees charged in connection with a unit ownership transfer, see _____

_____

14. Payoff Statement Fee

- Condominium association charges a fee for providing a payoff statement regarding unpaid unit assessments and charges: ■ No ☐ Yes – amount charged: $ _____

📖 For condominium document references to fees charged for payoff statements under Wis. Stat. § 703.335, see _____

_____

15. Disclosure Materials Fee

- Condominium association charges a fee for providing the condominium disclosure materials a unit seller must provide to a prospective unit buyer: ■ No ☐ Yes-- amount charged: $ _____

📖 For condominium document references regarding fees charged for providing the condominium disclosure materials, see _____

_____

16. Other restrictions or features (optional): See Governing Documents

_____

_____

17. Amendments

Condominium materials can be amended in a way that might change the rights and responsibilities of Unit Owners. Wisconsin law allows the Unit Owners to amend the condominium declaration, bylaws and other condominium documents if the required votes are obtained. Some of these changes may alter a Unit Owner's legal rights and responsibilities with regard to the condominium unit, including some of the information included in this Executive Summary. Unit Owners and prospective purchasers should review the amendment requirements in the declaration, bylaws, rules and regulations, or other condominium documents.

📖 For condominium document references regarding condominium document amendment procedures and requirements, see Declaration, Article XV, Bylaws, Article XII, Section 12.01

_____

This Executive Summary was prepared on the date stated on page one by Antoinette Collins, Property Manager _____ (print name and title or position).

Instructions for Completing the Executive Summary. The Executive Summary is one of the condominium disclosure documents that must be furnished to a prospective purchaser of a residential condominium unit. The Executive Summary addresses the topics set forth in Wis. Stat. § 703.33(1)(h) in clear, plain language or by indicating the location within the disclosure materials where the information may be found. The Executive Summary must state the date on which it is prepared or revised. It shall be revised whenever a change in the condominium materials necessitates a corresponding revision to the Executive Summary. The preparer of the Executive Summary should consult an attorney with any questions concerning preparation of the Executive Summary.

Executive Summary Legal Requirements. Per Wis. Stat. § 703.33(1m), the declarant (developer) or the association is responsible for preparing the Executive Summary and revising it whenever a change is made in the disclosure materials that necessitates a corresponding revision to the Executive Summary. An Executive Summary must appear in the condominium disclosure materials directly following the index [Wis. Stat. § 703.33(2)], and must be attached as an addendum to the real estate condition report that a seller gives to a prospective purchaser, generally before the prospective purchaser writes an offer to purchase [Wis. Stat. § 709.02]. An Executive Summary may not be required as part of the disclosure materials for a "small condominium" (up to twelve residential units), depending upon the elections made in the declaration [Wis. Stat. § 703.365 (1) & (8)].

CAUTION: NEITHER REAL ESTATE LICENSEES NOR UNIT OWNERS SHOULD COMPLETE THIS FORM!

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No representation is made as to the legal validity of any provision or the adequacy of any provision in any specific transaction.

NPV CONDOMINIUM ASSOCIATION, INC.

DISCLOSURE MATERIALS

SECTION A

EXECUTIVE SUMMARY

NPV CONDOMINIUM ASSOCIATION, INC.

DISCLOSURE MATERIALS

SECTION B

DECLARATION

DOCUMENT NUMBER	DOCUMENT TITLE
	Declaration of New Port Vista, a Condominium

0809047

RONALD A. VOIGT
OZAUKEE COUNTY
REGISTER OF DEEDS
PORT WASHINGTON, WI
TXID: 10248

RECORDED ON
12/28/2004 03:54PM

REC FEE: 123.00
TRANS FEE: 0.00
PAGES: 57
EXEMPT #: 0

THIS SPACE RESERVED FOR RECORDING DATA

NAME AND RETURN ADDRESS

Bruce A. McIlnay
Maier McIlnay Schmitt & Button, Ltd.
101 Falls Road, Suite 603
Grafton, WI 53024 $123

16-004-01-011.00 *
16-004-01-010.00 *
Parcel Identification Number (PIN)

LEGAL DESCRIPTION

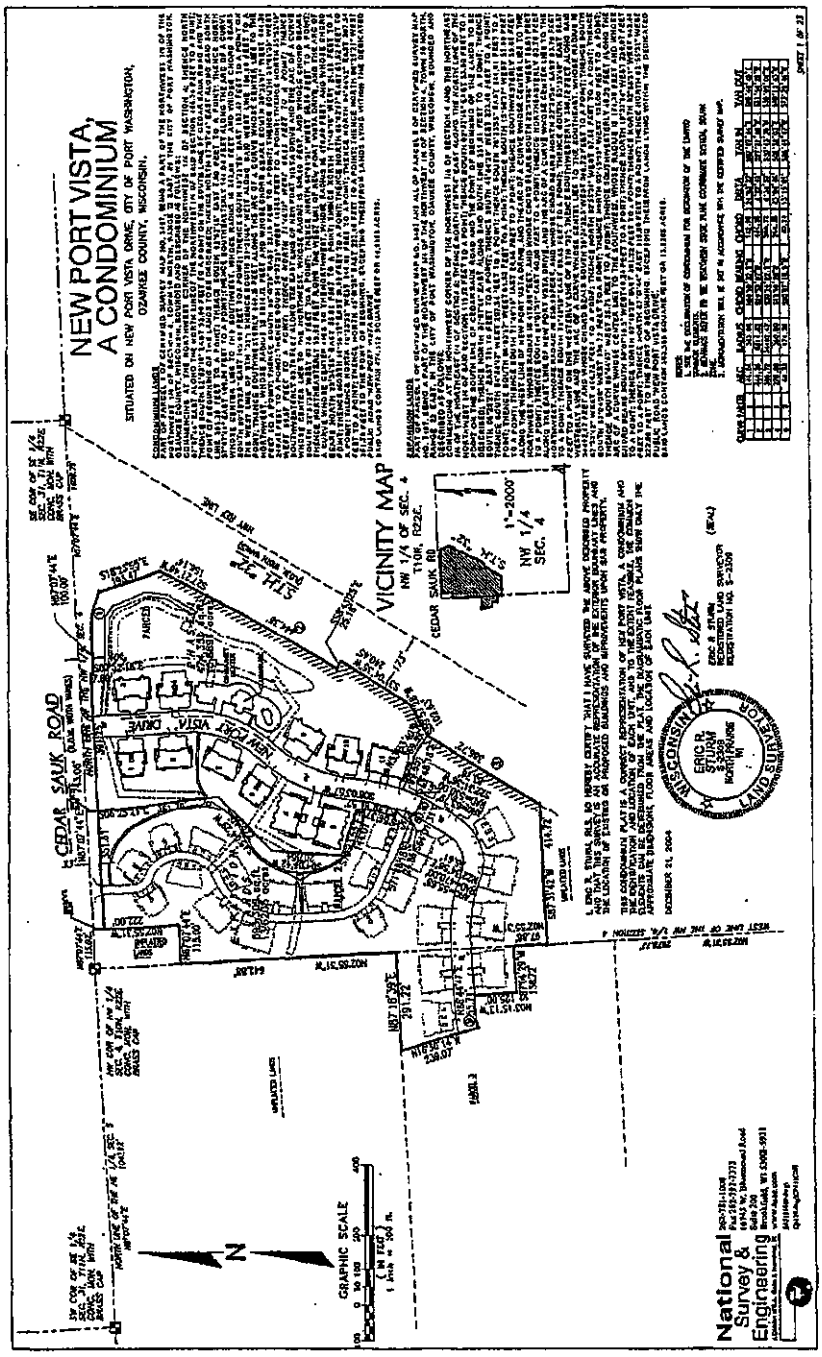
CONDOMINIUM LANDS
PART OF PARCEL 1 OF CERTIFIED SURVEY MAP NO. 3467, BEING A PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 4, TOWN 10 NORTH, RANGE 22 EAST, IN THE CITY OF PORT WASHINGTON, OZAUKEE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 4; THENCE NORTH 87°07'44" EAST ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 466.34 FEET TO A POINT; THENCE SOUTH 02°52'16" EAST 33.00 FEET TO A POINT ON THE SOUTH LINE OF CEDAR SAUK ROAD AND THE POINT OF BEGINNING OF THE LANDS TO BE DESCRIBED; THENCE NORTH 87°07'44" EAST ALONG SAID SOUTH LINE 391.25 FEET TO A POINT; THENCE SOUTH 02°52'16" EAST 7.00 FEET TO A POINT; THENCE NORTH 87°07'44" EAST 100.00 FEET TO A POINT; THENCE SOUTHEASTERLY 144.04 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHWEST, WHOSE RADIUS IS 343.06 FEET AND WHOSE CHORD BEARS SOUTH 80°50'32.5" EAST 142.99 FEET TO A POINT; THENCE SOUTH 18°23'55" EAST 193.47 FEET TO A POINT ON THE WEST LINE OF STH "32"; THENCE SOUTH 27°21'46" WEST ALONG SAID WEST LINE 156.14 FEET TO A POINT; THENCE SOUTHWESTERLY 444.36 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTHWEST, WHOSE RADIUS IS 5814.82 FEET AND WHOSE CHORD BEARS SOUTH 29°33'07" WEST 444.25 FEET TO A POINT; THENCE SOUTH 58°43'25" EAST 25.16 FEET TO A POINT; THENCE SOUTH 31°04'35" WEST 240.45 FEET TO A POINT; THENCE SOUTH 59°57'28" WEST 102.63 FEET TO A POINT; THENCE NORTH 53°33'40" WEST 69.57 FEET TO A POINT; THENCE NORTH 71°48'18" WEST 99.55 FEET TO A POINT; THENCE SOUTHWESTERLY 63.79 FEET ALONG THE EAST LINE OF NEW PORT VISTA DRIVE AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTHWEST, WHOSE RADIUS IS 530.00 FEET, AND WHOSE CHORD BEARS SOUTH 22°31'36" WEST 63.76 FEET TO A POINT; THENCE NORTH 64°01'31" WEST 60.00 FEET TO A POINT; THENCE NORTHEASTERLY 55.65 FEET ALONG THE WEST LINE OF NEW PORT VISTA DRIVE, AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTHWEST, WHOSE RADIUS IS 470.00 FEET, AND WHOSE CHORD BEARS NORTH 22°34'58" EAST 55.61 FEET TO A POINT; THENCE NORTH 71°48'18" WEST 24.86 FEET TO A POINT; THENCE NORTH 15°56'37" EAST 53.99 FEET TO A POINT; THENCE NORTH 08°03'57" EAST 61.52 FEET TO A POINT; THENCE NORTH 70°23'55" WEST 144.01 FEET TO A POINT; THENCE NORTH 04°04'42" EAST 207.54 FEET TO A POINT; THENCE NORTH 45°04'29" EAST 223.40 FEET TO A POINT; THENCE NORTH 06°25'21" WEST 361.70 FEET TO THE POINT OF BEGINNING. EXCEPTING THEREFROM LANDS LYING WITHIN THE DEDICATED PUBLIC ROAD "NEW PORT VISTA DRIVE".
SAID LANDS CONTAIN 474,352 SQUARE FEET OR 10.8896 ACRES.

EXPANSION LANDS
PART OF PARCEL 1 OF CERTIFIED SURVEY MAP NO. 3467 AND ALL OF PARCEL 2 OF CERTIFIED SURVEY MAP NO. 3467, BEING A PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 4, TOWN 10 NORTH, RANGE 22 EAST, IN THE CITY OF PORT WASHINGTON, OZAUKEE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 4 AND THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 5; THENCE NORTH 87°07'44" EAST ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 115.02 FEET TO A POINT; THENCE SOUTH 02°52'16" EAST 33.00 FEET TO A POINT ON THE SOUTH LINE OF CEDAR SAUK ROAD AND THE POINT OF BEGINNING OF THE LANDS TO BE DESCRIBED; THENCE NORTH 87°07'44" EAST ALONG SAID SOUTH LINE 351.81 FEET TO A POINT; THENCE SOUTH 06°25'21" EAST 361.70 FEET TO A POINT; THENCE SOUTH 45°04'29" WEST 223.40 FEET TO A POINT; THENCE SOUTH 04°04'42" WEST 207.54 FEET TO A POINT; THENCE SOUTH 70°23'55" EAST 144.01 FEET TO A POINT; THENCE SOUTH 08°03'57" WEST 61.52 FEET TO A POINT; THENCE SOUTH 15°56'37" WEST 53.99 FEET TO A POINT; THENCE SOUTH 71°48'18" EAST 24.86 FEET TO A POINT; THENCE SOUTHWESTERLY 55.65 FEET ALONG THE WEST LINE OF NEW PORT VISTA DRIVE, AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTHWEST, WHOSE RADIUS IS 470.00 FEET, AND WHOSE CHORD BEARS SOUTH 22°34'58" WEST 55.61 FEET TO A POINT; THENCE SOUTH 64°01'31" EAST 60.00 FEET TO A POINT; THENCE NORTHEASTERLY 63.79 FEET ALONG THE EAST LINE OF NEW PORT VISTA DRIVE, AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTHWEST, WHOSE RADIUS IS 530.00 FEET, AND WHOSE CHORD BEARS NORTH 22°31'36" EAST 63.76 FEET TO A POINT; THENCE SOUTH 71°48'18" EAST 99.55 FEET TO A POINT; THENCE SOUTH 53°33'40" EAST 69.57 FEET TO A POINT ON THE WESTERLY LINE OF STH "32"; THENCE SOUTHWESTERLY 386.72 FEET ALONG SAID WESTERLY LINE AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHEAST, WHOSE RADIUS IS 34492.47 FEET AND WHOSE CHORD BEARS SOUTH 30°24'22.5" WEST 386.72 FEET TO A POINT; THENCE SOUTH 87°33'42" WEST 414.72 FEET TO A POINT; THENCE NORTH 02°55'31" WEST 97.86 FEET TO A POINT; THENCE SOUTH 87°04'29" WEST 138.72 FEET TO A POINT; THENCE NORTH 03°15'13" WEST 125.00 FEET TO A POINT; THENCE SOUTH 86°44'47"

WEST 55.71 FEET TO A POINT; THENCE SOUTHWESTERLY 40.33 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHWEST, WHOSE RADIUS IS 174.39 FEET AND WHOSE CHORD BEARS SOUTH 80°07'16.5" WEST 40.24 FEET TO A POINT; THENCE NORTH 16°30'14" WEST 239.07 FEET TO A POINT; THENCE NORTH 87°18'39" EAST 291.22 FEET TO A POINT; THENCE NORTH 02°55'31" WEST 642.88 FEET TO A POINT; THENCE NORTH 87°07'44" EAST 115.00 FEET TO A POINT; THENCE NORTH 02°55'31" WEST 222.00 FEET TO THE POINT OF BEGINNING. EXCEPTING THEREFROM LANDS LYING WITHIN THE DEDICATED PUBLIC ROAD "NEW PORT VISTA DRIVE".
SAID LANDS CONTAIN 593,309 SQUARE FEET OR 13.6205 ACRES.

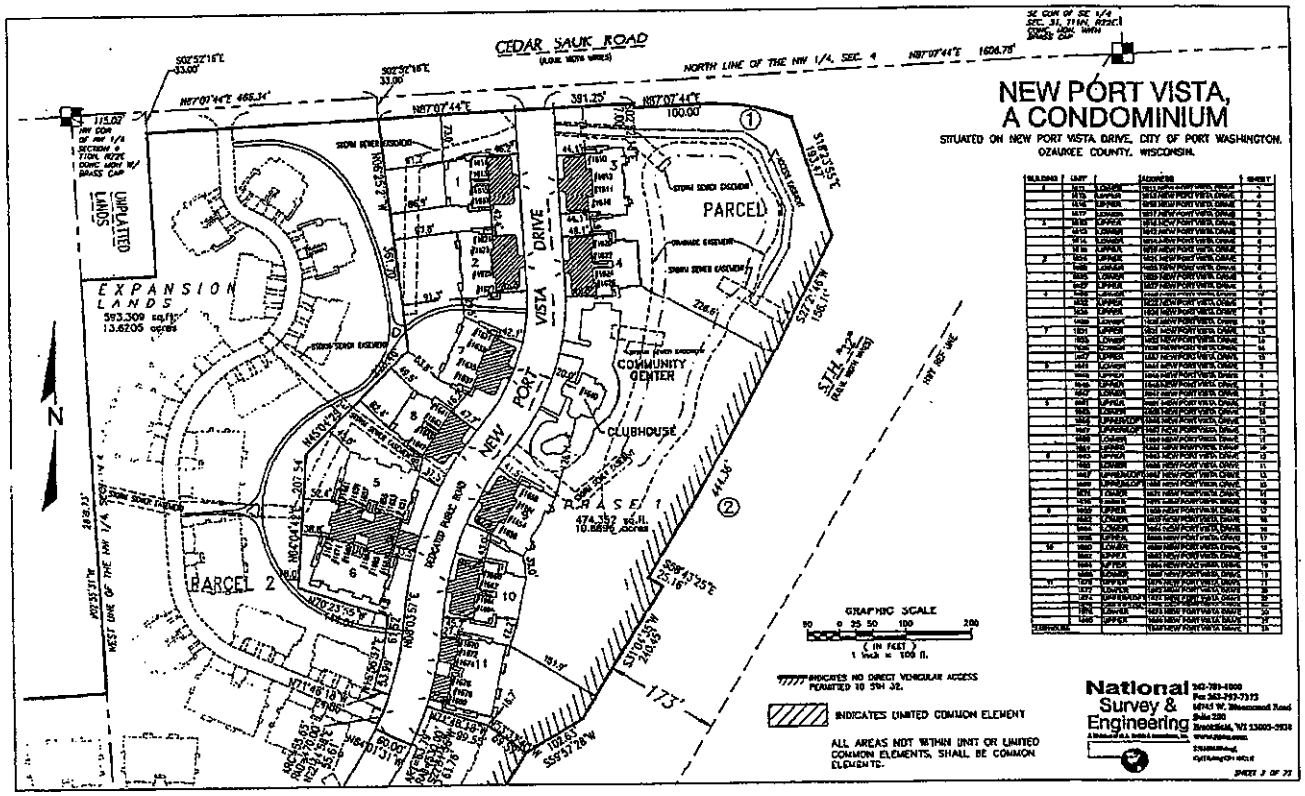
This Declaration creates the following condominium units:

Building	Unit		Address
1	1611	LOWER	1611 NEW PORT VISTA DRIVE
	1613	UPPER	1613 NEW PORT VISTA DRIVE
	1615	UPPER	1615 NEW PORT VISTA DRIVE
	1617	LOWER	1617 NEW PORT VISTA DRIVE
3	1610	UPPER	1610 NEW PORT VISTA DRIVE
	1612	LOWER	1612 NEW PORT VISTA DRIVE
	1614	LOWER	1614 NEW PORT VISTA DRIVE
	1616	UPPER	1616 NEW PORT VISTA DRIVE
2	1621	UPPER	1621 NEW PORT VISTA DRIVE
	1623	LOWER	1623 NEW PORT VISTA DRIVE
	1625	LOWER	1625 NEW PORT VISTA DRIVE
	1627	UPPER	1627 NEW PORT VISTA DRIVE
4	1620	LOWER	1620 NEW PORT VISTA DRIVE
	1622	UPPER	1622 NEW PORT VISTA DRIVE
	1624	UPPER	1624 NEW PORT VISTA DRIVE
	1626	LOWER	1626 NEW PORT VISTA DRIVE
7	1631	UPPER	1631 NEW PORT VISTA DRIVE
	1633	LOWER	1633 NEW PORT VISTA DRIVE
	1635	LOWER	1635 NEW PORT VISTA DRIVE
	1637	UPPER	1637 NEW PORT VISTA DRIVE
8	1641	LOWER	1641 NEW PORT VISTA DRIVE
	1643	UPPER	1643 NEW PORT VISTA DRIVE
	1645	UPPER	1645 NEW PORT VISTA DRIVE
	1647	LOWER	1647 NEW PORT VISTA DRIVE
5	1651	UPPER	1651 NEW PORT VISTA DRIVE
	1653	LOWER	1653 NEW PORT VISTA DRIVE
	1655	UPPER/LOFT	1655 NEW PORT VISTA DRIVE
	1657	UPPER/LOFT	1657 NEW PORT VISTA DRIVE
	1659	LOWER	1659 NEW PORT VISTA DRIVE
	1661	UPPER	1661 NEW PORT VISTA DRIVE
6	1663	UPPER	1663 NEW PORT VISTA DRIVE
	1665	LOWER	1665 NEW PORT VISTA DRIVE
	1667	UPPER/LOFT	1667 NEW PORT VISTA DRIVE
	1669	UPPER/LOFT	1669 NEW PORT VISTA DRIVE
	1671	LOWER	1671 NEW PORT VISTA DRIVE
	1673	UPPER	1673 NEW PORT VISTA DRIVE
9	1650	UPPER	1650 NEW PORT VISTA DRIVE
	1652	LOWER	1652 NEW PORT VISTA DRIVE
	1654	LOWER	1654 NEW PORT VISTA DRIVE
	1656	UPPER	1656 NEW PORT VISTA DRIVE
10	1660	LOWER	1660 NEW PORT VISTA DRIVE
	1662	UPPER	1662 NEW PORT VISTA DRIVE
	1664	UPPER	1664 NEW PORT VISTA DRIVE
	1666	LOWER	1666 NEW PORT VISTA DRIVE
11	1670	UPPER	1670 NEW PORT VISTA DRIVE
	1672	LOWER	1672 NEW PORT VISTA DRIVE
	1674	UPPER/LOFT	1674 NEW PORT VISTA DRIVE
	1676	UPPER/LOFT	1676 NEW PORT VISTA DRIVE
	1678	LOWER	1678 NEW PORT VISTA DRIVE
	1680	UPPER	1680 NEW PORT VISTA DRIVE
CLUBHOUSE			1640 NEW PORT VISTA DRIVE


NEW PORT VISTA,
A CONDOMINIUM
SITUATED ON NEW PORT VISTA DRIVE, CITY OF PORT WASHINGTON,
OZAUKEE COUNTY, WISCONSIN.
VICINITY MAP
NW 1/4 OF SEC. 4
T.10N., R22E.
CEDAR SAUK RD.
1"=2000'
NW 1/4
SEC. 4
CEDAR SAUK ROAD
NEW PORT VISTA DRIVE
GRAPHIC SCALE
N
National
Survey &
Engineering

EXHIBIT

A

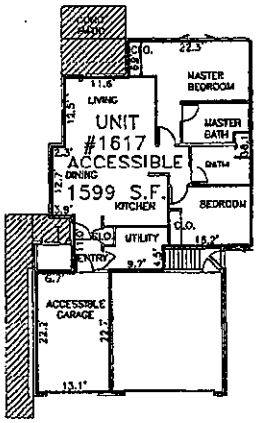

NEW PORT VISTA,
A CONDOMINIUM
SITUATED ON NEW PORT VISTA DRIVE, CITY OF PORT WASHINGTON, OZAUKEE COUNTY, WISCONSIN.
CEDAR SAUK ROAD
NORTH LINE OF THE NW 1/4, SEC. 4
EXPANSION LANDS
593,309 sq.ft.
13.6205 acres
UNPLATTED LANDS
PARCEL
PARCEL 2
NEW PORT VISTA DRIVE
COMMUNITY CENTER
CLUBHOUSE
PARASET
474,352 sq.ft.
10.8896 acres
GRAPHIC SCALE
(IN FEET)
1 inch = 100 ft.
INDICATES NO DIRECT VEHICULAR ACCESS PERMITTED TO STH 32.
INDICATES LIMITED COMMON ELEMENT
ALL AREAS NOT WITHIN UNIT OR LIMITED COMMON ELEMENTS, SHALL BE COMMON ELEMENTS.
National Survey & Engineering
N

01/07

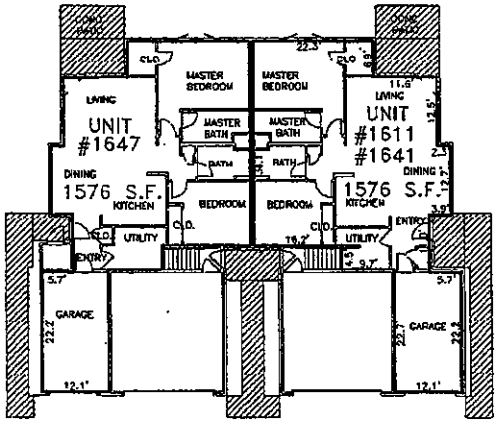
NEW PORT VISTA, A CONDOMINIUM

SITUATED ON NEW PORT VISTA DRIVE, CITY OF PORT WASHINGTON,
OZAUKEE COUNTY, WISCONSIN.

EXHIBIT B



TYPE A ACCESSIBLE



FIRST FLOOR

INDICATES LIMITED COMMON ELEMENT

THE DEVELOPER RESERVES THE RIGHT TO CHANGE LOCATIONS OF INTERNAL WALLS, DOORS, AND OTHER FEATURES.

FLOORPLANS DO NOT REPRESENT AS-BUILT CONDITIONS.

THE COMMON ELEMENTS CONSIST OF THE ENTIRE CONDOMINIUM OTHER THAN THOSE AREAS DESIGNATED AS RESIDENTIAL UNITS OR LIMITED COMMON ELEMENTS.

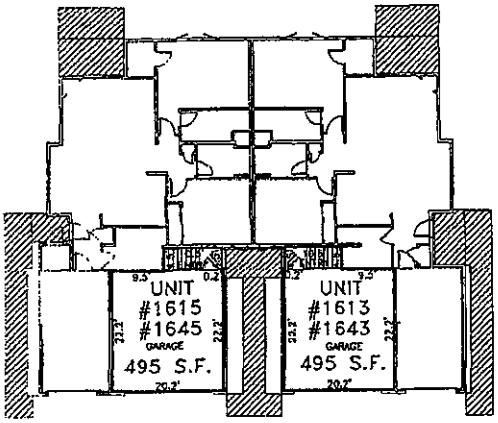
UNIT #1617
TOTAL AREA 1599 S.F.
UNIT #1611, #1641, #1647
TOTAL AREA 1576 S.F.

National Survey & Engineering

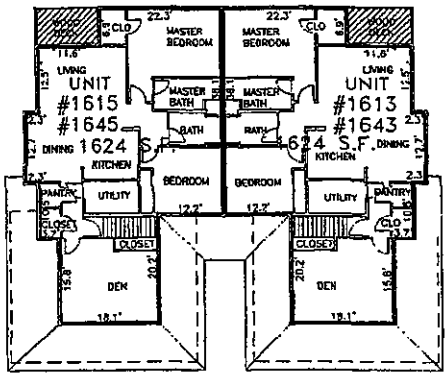
SHEET 3 OF 23

NEW PORT VISTA, A CONDOMINIUM

SITUATED ON NEW PORT VISTA DRIVE, CITY OF PORT WASHINGTON,
OZAUKEE COUNTY, WISCONSIN.



FIRST FLOOR



SECOND FLOOR

UNIT #1613, #1615
UNIT #1643, #1645
TOTAL AREA 2119 S.F.

INDICATES LIMITED COMMON ELEMENT

THE DEVELOPER RESERVES THE RIGHT TO CHANGE LOCATIONS OF INTERNAL WALLS, DOORS, AND OTHER FEATURES.

FLOORPLANS DO NOT REPRESENT AS-BUILT CONDITIONS.

THE COMMON ELEMENTS CONSIST OF THE ENTIRE CONDOMINIUM OTHER THAN THOSE AREAS DESIGNATED AS RESIDENTIAL UNITS OR LIMITED COMMON ELEMENTS.

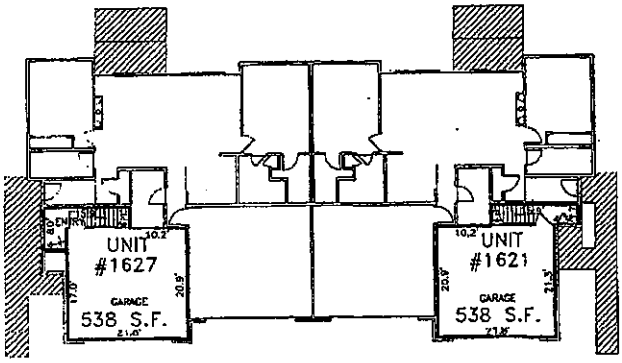
National Survey & Engineering

SHEET 4 OF 23

NEW PORT VISTA, A CONDOMINIUM

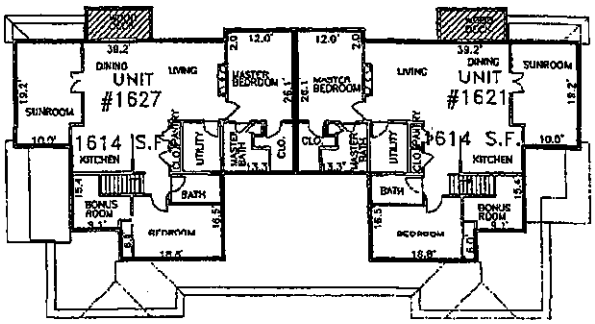
SITUATED ON NEW PORT VISTA DRIVE, CITY OF PORT WASHINGTON,
OZAUKEE COUNTY, WISCONSIN.

National Survey & Engineering



FIRST FLOOR

SECOND FLOOR



INDICATES LIMITED COMMON ELEMENT

THE DEVELOPER RESERVES THE RIGHT TO CHANGE LOCATIONS OF INTERNAL WALLS, DOORS, AND OTHER FEATURES.

FLOORPLANS DO NOT REPRESENT AS-BUILT CONDITIONS.

THE COMMON ELEMENTS CONSIST OF THE ENTIRE CONDOMINIUM OTHER THAN THOSE AREAS DESIGNATED AS RESIDENTIAL UNITS OR LIMITED COMMON ELEMENTS.

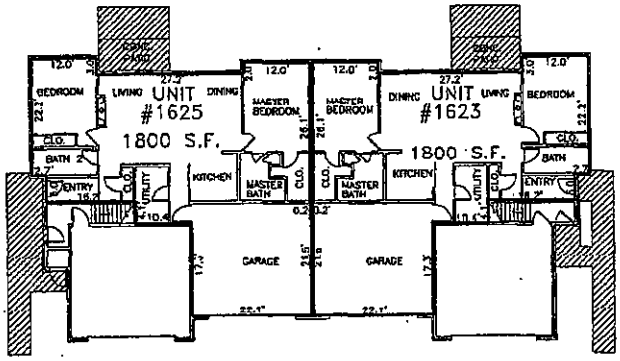
UNIT #1627
TOTAL AREA 2150 S.F.

UNIT #1621
TOTAL AREA 2150 S.F.

SHEET 5 OF 23

NEW PORT VISTA, A CONDOMINIUM

SITUATED ON NEW PORT VISTA DRIVE, CITY OF PORT WASHINGTON,
OZAUKEE COUNTY, WISCONSIN.



FIRST FLOOR

INDICATES LIMITED COMMON ELEMENT

THE DEVELOPER RESERVES THE RIGHT TO CHANGE LOCATIONS OF INTERNAL WALLS, DOORS, AND OTHER FEATURES.

FLOORPLANS DO NOT REPRESENT AS-BUILT CONDITIONS.

THE COMMON ELEMENTS CONSIST OF THE ENTIRE CONDOMINIUM OTHER THAN THOSE AREAS DESIGNATED AS RESIDENTIAL UNITS OR LIMITED COMMON ELEMENTS.

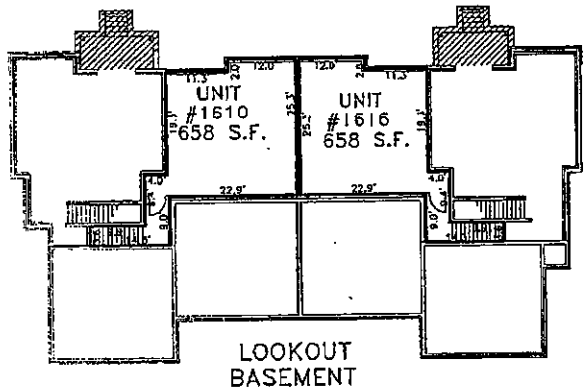
UNIT #1625
TOTAL AREA 1800 S.F.
UNIT #1623
TOTAL AREA 1800 S.F.

National Survey & Engineering

SHEET 6 OF 23

NEW PORT VISTA, A CONDOMINIUM

SITUATED ON NEW PORT VISTA DRIVE, CITY OF PORT WASHINGTON, OZAUKEE COUNTY, WISCONSIN.



LOOKOUT BASEMENT

UNIT #1610, #1616
TOTAL AREA 2887 S.F.

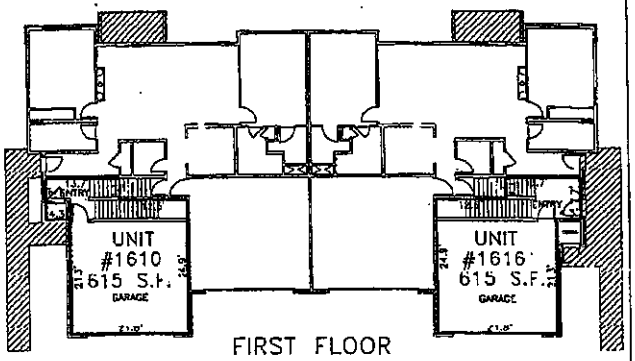
INDICATES LIMITED COMMON ELEMENT

THE DEVELOPER RESERVES THE RIGHT TO CHANGE LOCATIONS OF INTERNAL WALLS, DOORS, AND OTHER FEATURES.

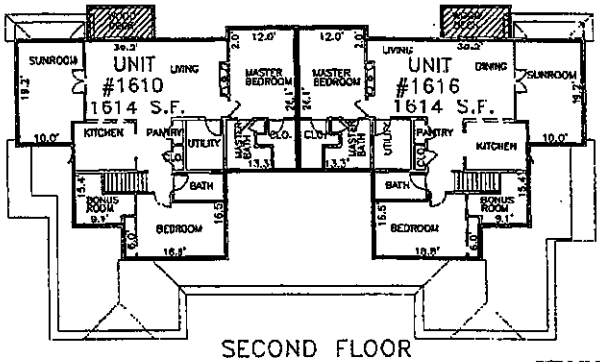
FLOORPLANS DO NOT REPRESENT AS-BUILT CONDITIONS.

THE COMMON ELEMENTS CONSIST OF THE *ENTIRE* CONDOMINIUM OTHER THAN THOSE AREAS DESIGNATED AS RESIDENTIAL UNITS OR LIMITED COMMON ELEMENTS.

National Survey & Engineering



FIRST FLOOR

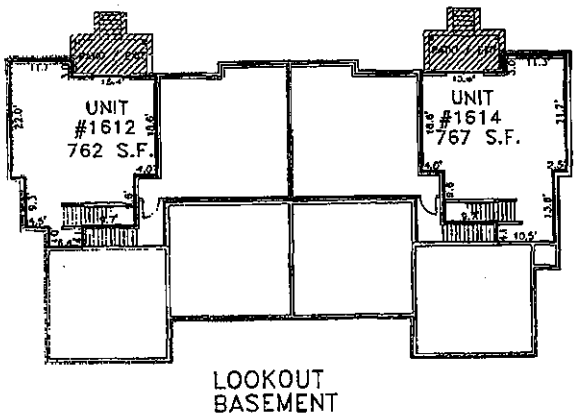


SECOND FLOOR

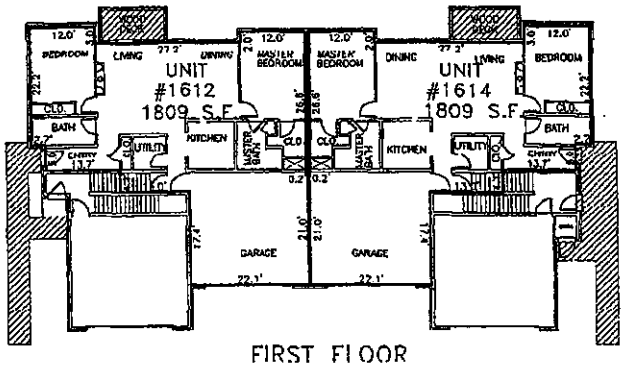
SHEET 7 OF 23

NEW PORT VISTA, A CONDOMINIUM

SITUATED ON NEW PORT VISTA DRIVE, CITY OF PORT WASHINGTON,
OZAUKEE COUNTY, WISCONSIN.



LOOKOUT
BASEMENT



FIRST FLOOR

UNIT #1612
TOTAL AREA 2571 S.F.

UNIT #1614
TOTAL AREA 2576 S.F.

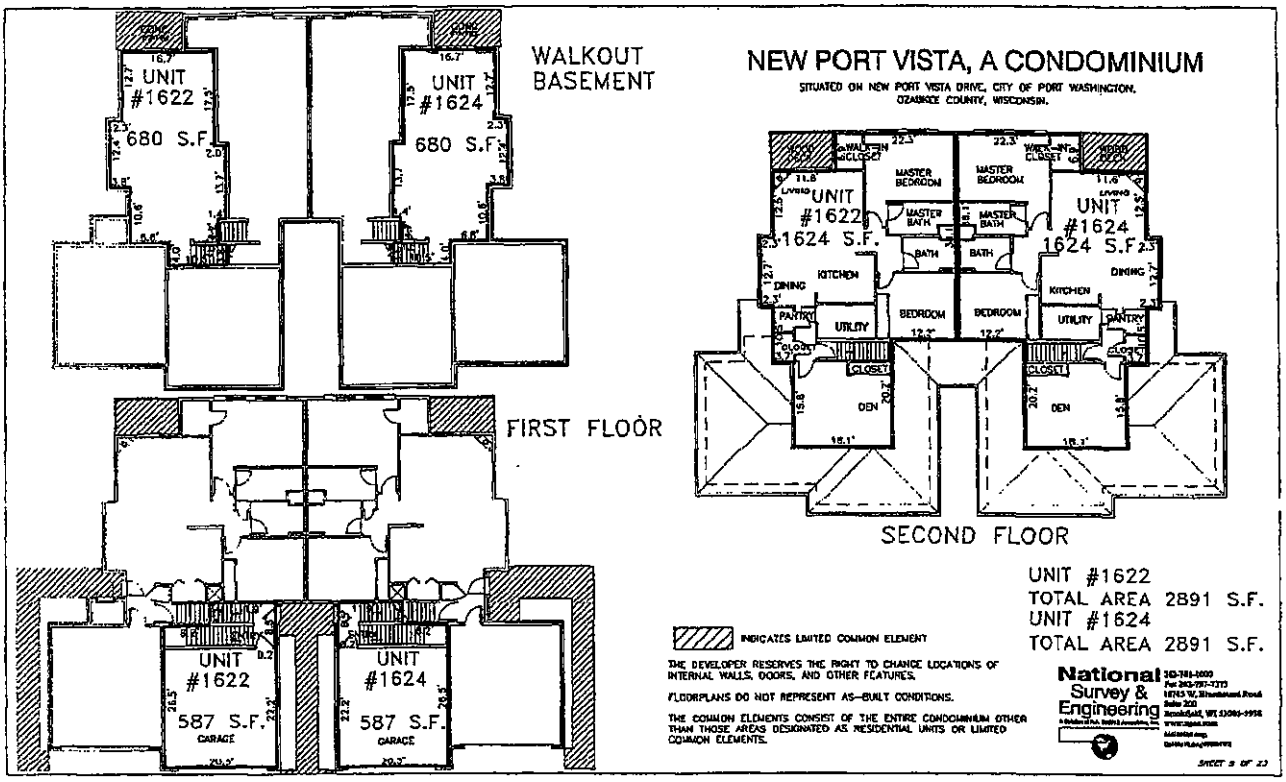
INDICATES LIMITED COMMON ELEMENT

THE DEVELOPER RESERVES THE RIGHT TO CHANGE LOCATIONS OF INTERNAL WALLS, DOORS, AND OTHER FEATURES.

FLOORPLANS DO NOT REPRESENT AS-BUILT CONDITIONS.

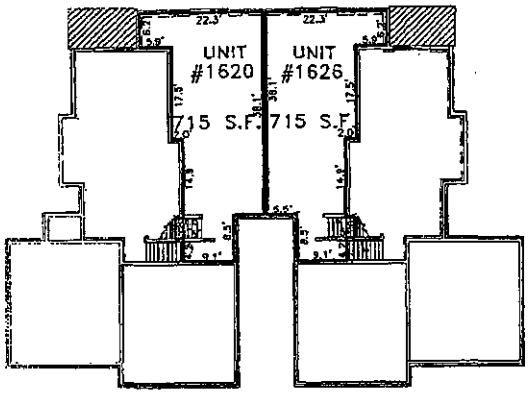
THE COMMON ELEMENTS CONSIST OF THE ENTIRE CONDOMINIUM OTHER THAN THOSE AREAS DESIGNATED AS RESIDENTIAL UNITS OR LIMITED COMMON ELEMENTS.

National Survey & Engineering

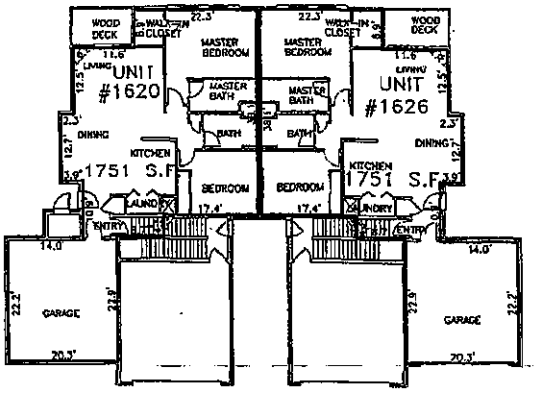

WALKOUT BASEMENT
UNIT #1622
680 S.F.
UNIT #1624
680 S.F.
FIRST FLOOR
UNIT #1622
587 S.F.
GARAGE
UNIT #1624
587 S.F.
GARAGE
NEW PORT VISTA, A CONDOMINIUM
SITUATED ON NEW PORT VISTA DRIVE, CITY OF PORT WASHINGTON, OZAUKEE COUNTY, WISCONSIN.
UNIT #1622
1624 S.F.
UNIT #1624
1624 S.F.
SECOND FLOOR
UNIT #1622
TOTAL AREA 2891 S.F.
UNIT #1624
TOTAL AREA 2891 S.F.
INDICATES LIMITED COMMON ELEMENT
THE DEVELOPER RESERVES THE RIGHT TO CHANGE LOCATIONS OF INTERNAL WALLS, DOORS, AND OTHER FEATURES.
FLOORPLANS DO NOT REPRESENT AS-BUILT CONDITIONS.
THE COMMON ELEMENTS CONSIST OF THE ENTIRE CONDOMINIUM OTHER THAN THOSE AREAS DESIGNATED AS RESIDENTIAL UNITS OR LIMITED COMMON ELEMENTS.
National Survey & Engineering

NEW PORT VISTA, A CONDOMINIUM

SITUATED ON NEW PORT VISTA DRIVE, CITY OF PORT WASHINGTON,
OZAUKEE COUNTY, WISCONSIN.



WALKOUT BASEMENT



FIRST FLOOR

UNIT #1620
TOTAL AREA 2466 S.F.
UNIT #1626
TOTAL AREA 2466 S.F.

INDICATES LIMITED COMMON ELEMENT

THE DEVELOPER RESERVES THE RIGHT TO CHANGE LOCATIONS OF INTERNAL WALLS, DOORS, AND OTHER FEATURES.

FLOORPLANS DO NOT REPRESENT AS-BUILT CONDITIONS.

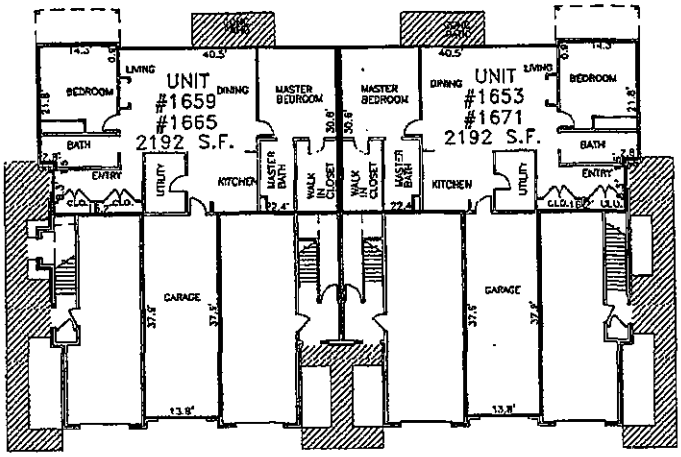
THE COMMON ELEMENTS CONSIST OF THE ENTIRE CONDOMINIUM OTHER THAN THOSE AREAS DESIGNATED AS RESIDENTIAL UNITS OR LIMITED COMMON ELEMENTS.

National Survey & Engineering

SHEET 10 OF 23

NEW PORT VISTA, A CONDOMINIUM

SITUATED ON NEW PORT VISTA DRIVE, CITY OF PORT WASHINGTON,
OZAUKEE COUNTY, WISCONSIN.



FIRST FLOOR

INDICATES LIMITED COMMON ELEMENT

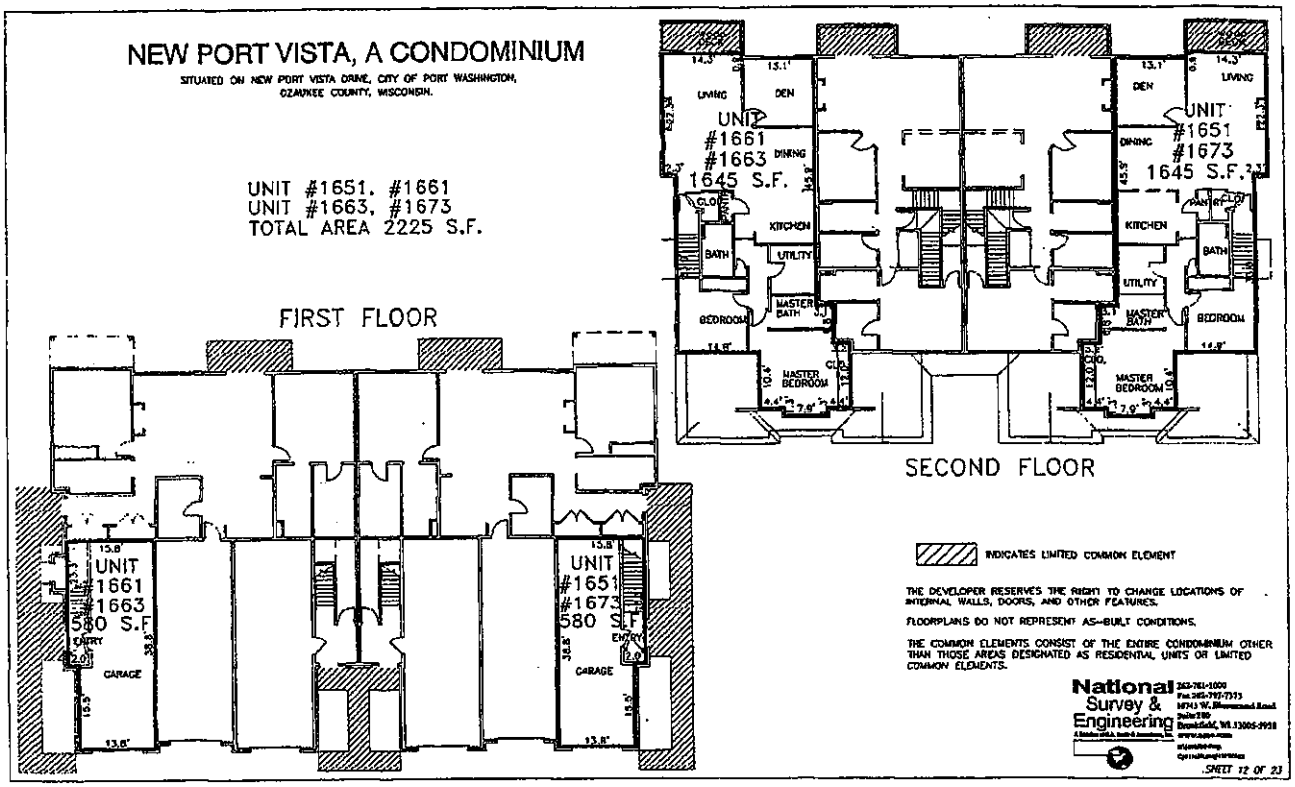
THE DEVELOPER RESERVES THE RIGHT TO CHANGE LOCATIONS OF INTERNAL WALLS, DOORS, AND OTHER FEATURES.

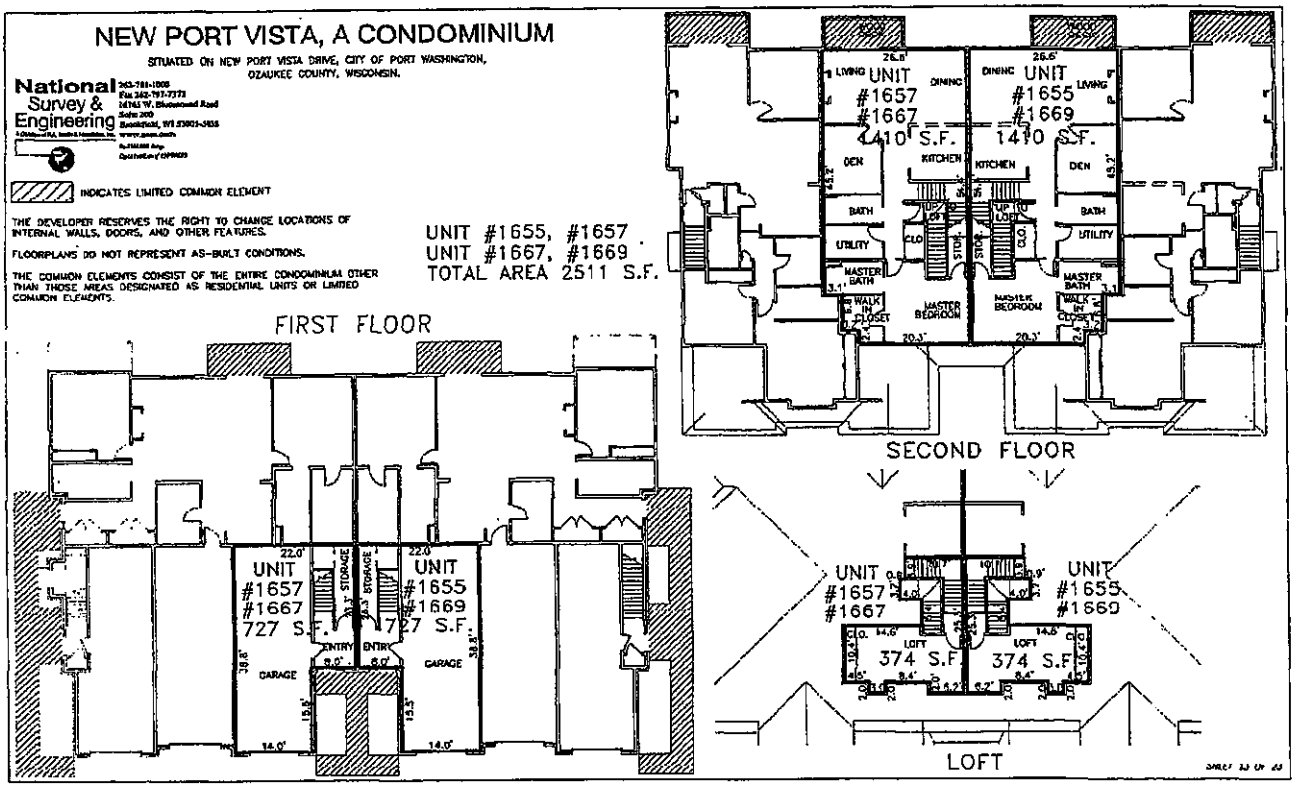
FLOORPLANS DO NOT REPRESENT AS-BUILT CONDITIONS.

THE COMMON ELEMENTS CONSIST OF THE ENTIRE CONDOMINIUM OTHER THAN THOSE AREAS DESIGNATED AS RESIDENTIAL UNITS OR LIMITED COMMON ELEMENTS.

UNIT #1653, #1665
UNIT #1659, #1671
TOTAL AREA 2192 S.F.

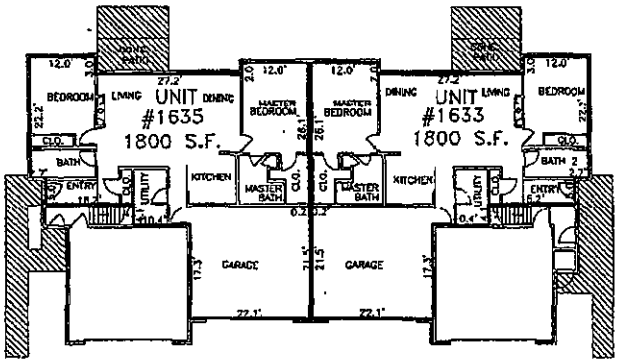
National Survey & Engineering


NEW PORT VISTA, A CONDOMINIUM
SITUATED ON NEW PORT VISTA DRIVE, CITY OF PORT WASHINGTON, OZAUKEE COUNTY, WISCONSIN.
UNIT #1651, #1661
UNIT #1663, #1673
TOTAL AREA 2225 S.F.
FIRST FLOOR
UNIT #1661 #1663 580 S.F
UNIT #1651 #1673 580 S.F
GARAGE
ENTRY
UNIT #1661 #1663 1645 S.F.
UNIT #1651 #1673 1645 S.F.
LIVING
DEN
DINING
KITCHEN
BATH
UTILITY
MASTER BATH
BEDROOM
MASTER BEDROOM
SECOND FLOOR
INDICATES LIMITED COMMON ELEMENT
THE DEVELOPER RESERVES THE RIGHT TO CHANGE LOCATIONS OF INTERNAL WALLS, DOORS, AND OTHER FEATURES.
FLOORPLANS DO NOT REPRESENT AS-BUILT CONDITIONS.
THE COMMON ELEMENTS CONSIST OF THE ENTIRE CONDOMINIUM OTHER THAN THOSE AREAS DESIGNATED AS RESIDENTIAL UNITS OR LIMITED COMMON ELEMENTS.
National Survey & Engineering
SHEET 12 OF 23


NEW PORT VISTA, A CONDOMINIUM
SITUATED ON NEW PORT VISTA DRIVE, CITY OF PORT WASHINGTON, OZAUKEE COUNTY, WISCONSIN.
National Survey & Engineering
INDICATES LIMITED COMMON ELEMENT
THE DEVELOPER RESERVES THE RIGHT TO CHANGE LOCATIONS OF INTERNAL WALLS, DOORS, AND OTHER FEATURES.
FLOORPLANS DO NOT REPRESENT AS-BUILT CONDITIONS.
THE COMMON ELEMENTS CONSIST OF THE ENTIRE CONDOMINIUM OTHER THAN THOSE AREAS DESIGNATED AS RESIDENTIAL UNITS OR LIMITED COMMON ELEMENTS.
UNIT #1655, #1657
UNIT #1667, #1669
TOTAL AREA 2511 S.F.
FIRST FLOOR
UNIT #1657 #1667 727 S.F.
UNIT #1655 #1669 727 S.F.
GARAGE
STORAGE
ENTRY
SECOND FLOOR
UNIT #1657 #1667 1410 S.F.
UNIT #1655 #1669 1410 S.F.
LIVING
DINING
KITCHEN
DEN
BATH
UTILITY
MASTER BATH
MASTER BEDROOM
WALK IN CLOSET
UNIT #1657 #1667 374 S.F.
UNIT #1655 #1669 374 S.F.
LOFT

NEW PORT VISTA, A CONDOMINIUM

SITUATED ON NEW PORT VISTA DRIVE, CITY OF PORT WASHINGTON, OZAUKEE COUNTY, WISCONSIN.



FIRST FLOOR

INDICATES LIMITED COMMON ELEMENT

THE DEVELOPER RESERVES THE RIGHT TO CHANGE LOCATIONS OF INTERNAL WALLS, DOORS, AND OTHER FEATURES.

FLOORPLANS DO NOT REPRESENT AS-BUILT CONDITIONS.

THE COMMON ELEMENTS CONSIST OF THE ENTIRE CONDOMINIUM OTHER THAN THOSE AREAS DESIGNATED AS RESIDENTIAL UNITS OR LIMITED COMMON ELEMENTS.

UNIT #1635
TOTAL AREA 1800 S.F.
UNIT #1633
TOTAL AREA 1800 S.F.

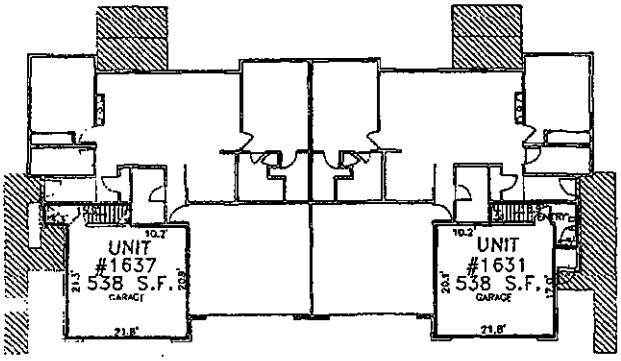
National Survey & Engineering

SHEET 14 OF 23

NEW PORT VISTA, A CONDOMINIUM

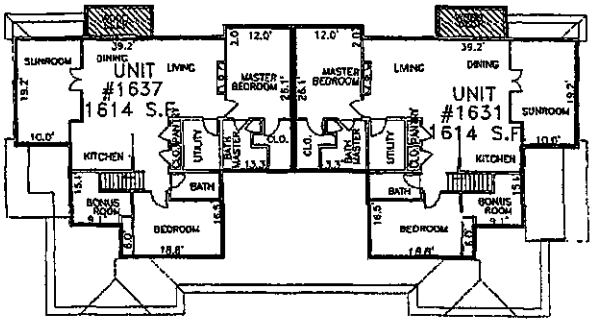
SITUATED ON NEW PORT VISTA DRIVE, CITY OF PORT WASHINGTON, OZAUKEE COUNTY, WISCONSIN.

National Survey & Engineering



FIRST FLOOR

SECOND FLOOR



INDICATES LIMITED COMMON ELEMENT

THE DEVELOPER RESERVES THE RIGHT TO CHANGE LOCATIONS OF INTERNAL WALLS, DOORS, AND OTHER FEATURES.

FLOORPLANS DO NOT REPRESENT AS-BUILT CONDITIONS.

THE COMMON ELEMENTS CONSIST OF THE ENTIRE CONDOMINIUM OTHER THAN THOSE AREAS DESIGNATED AS RESIDENTIAL UNITS OR LIMITED COMMON ELEMENTS.

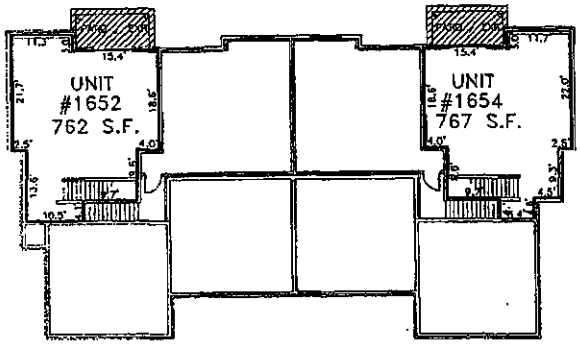
UNIT #1637
TOTAL AREA 2150 S.F.

UNIT #1631
TOTAL AREA 2150 S.F.

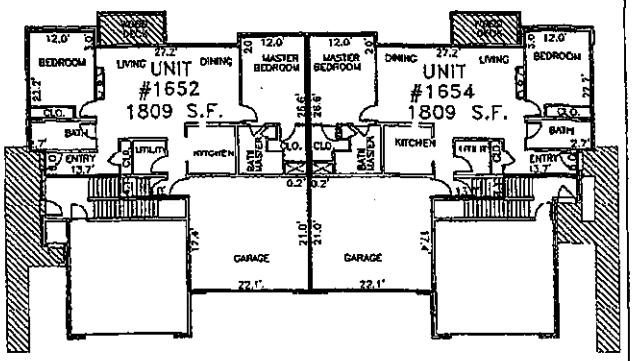
SHEET 15 OF 23

NEW PORT VISTA, A CONDOMINIUM

SITUATED ON NEW PORT VISTA DRIVE, CITY OF PORT WASHINGTON,
OZAUKEE COUNTY, WISCONSIN.



WALKOUT BASEMENT



FIRST FLOOR

UNIT #1652
TOTAL AREA 2571 S.F.

UNIT #1654
TOTAL AREA 2576 S.F.

INDICATES LIMITED COMMON ELEMENT

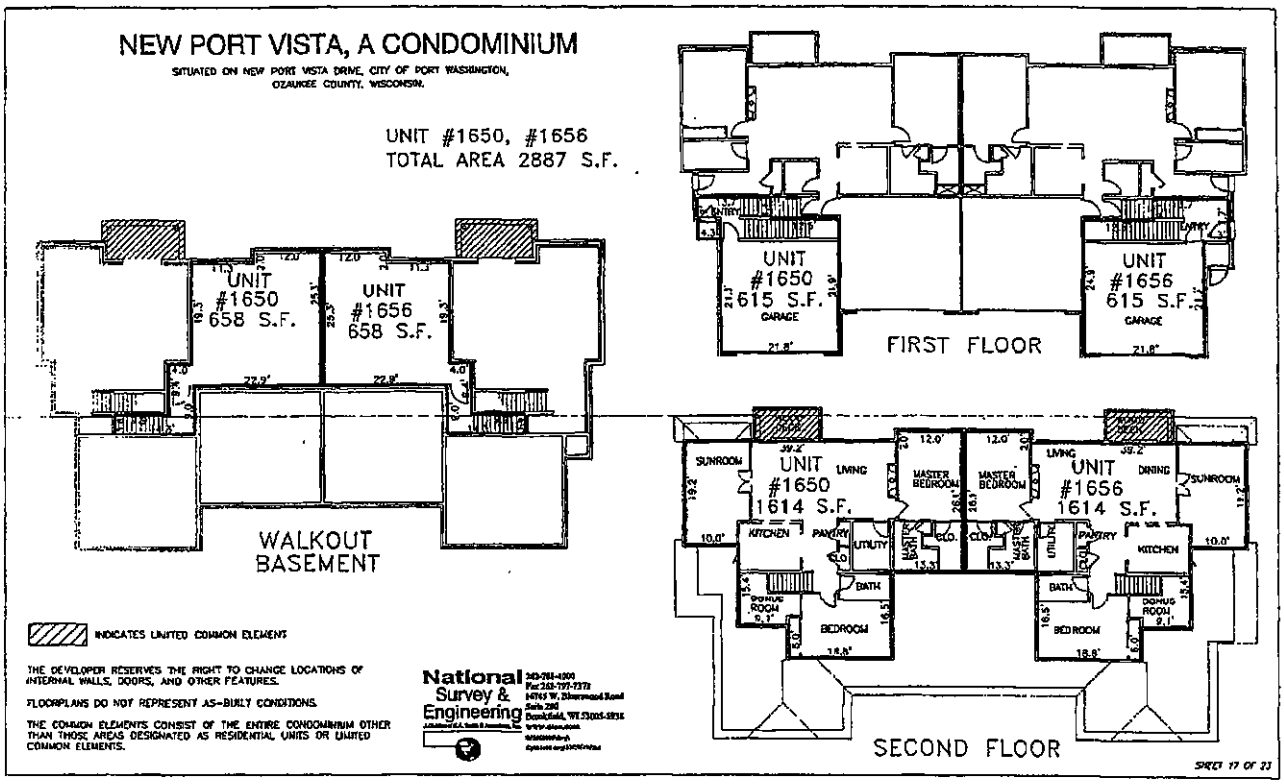
THE DEVELOPER RESERVES THE RIGHT TO CHANGE LOCATIONS OF INTERNAL WALLS, DOORS, AND OTHER FEATURES.

FLOORPLANS DO NOT REPRESENT AS-BUILT CONDITIONS.

THE COMMON ELEMENTS CONSIST OF THE ENTIRE CONDOMINIUM OTHER THAN THOSE AREAS DESIGNATED AS RESIDENTIAL UNITS OR LIMITED COMMON ELEMENTS.

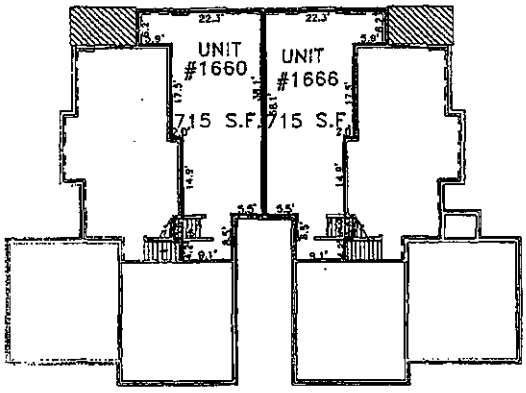
National Survey & Engineering

SHEET 18 OF 21

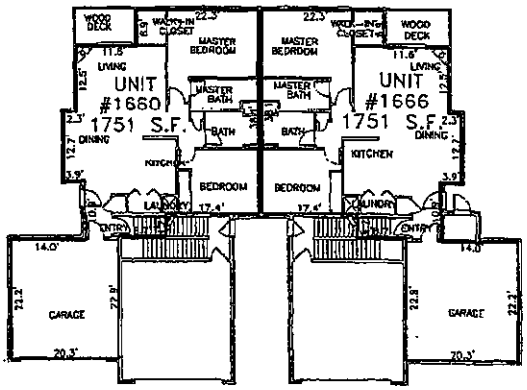

NEW PORT VISTA, A CONDOMINIUM
SITUATED ON NEW PORT VISTA DRIVE, CITY OF PORT WASHINGTON, OZAUKEE COUNTY, WISCONSIN.
UNIT #1650, #1656
TOTAL AREA 2887 S.F.
UNIT #1650 658 S.F.
UNIT #1656 658 S.F.
WALKOUT BASEMENT
UNIT #1650 615 S.F. GARAGE
UNIT #1656 615 S.F. GARAGE
FIRST FLOOR
UNIT #1650 1614 S.F.
UNIT #1656 1614 S.F.
SECOND FLOOR
INDICATES LIMITED COMMON ELEMENT
THE DEVELOPER RESERVES THE RIGHT TO CHANGE LOCATIONS OF INTERNAL WALLS, DOORS, AND OTHER FEATURES.
FLOORPLANS DO NOT REPRESENT AS-BUILT CONDITIONS.
THE COMMON ELEMENTS CONSIST OF THE ENTIRE CONDOMINIUM OTHER THAN THOSE AREAS DESIGNATED AS RESIDENTIAL UNITS OR LIMITED COMMON ELEMENTS.
National Survey & Engineering
SHEET 17 OF 23

NEW PORT VISTA, A CONDOMINIUM

SITUATED ON NEW PORT VISTA DRIVE, CITY OF PORT WASHINGTON,
OZAUKEE COUNTY, WISCONSIN.



WALKOUT BASEMENT



FIRST FLOOR

UNIT #1660
TOTAL AREA 2466 S.F.
UNIT #1666
TOTAL AREA 2466 S.F.

INDICATES LIMITED COMMON ELEMENT

THE DEVELOPER RESERVES THE RIGHT TO CHANGE LOCATIONS OF INTERNAL WALLS, DOORS, AND OTHER FEATURES.

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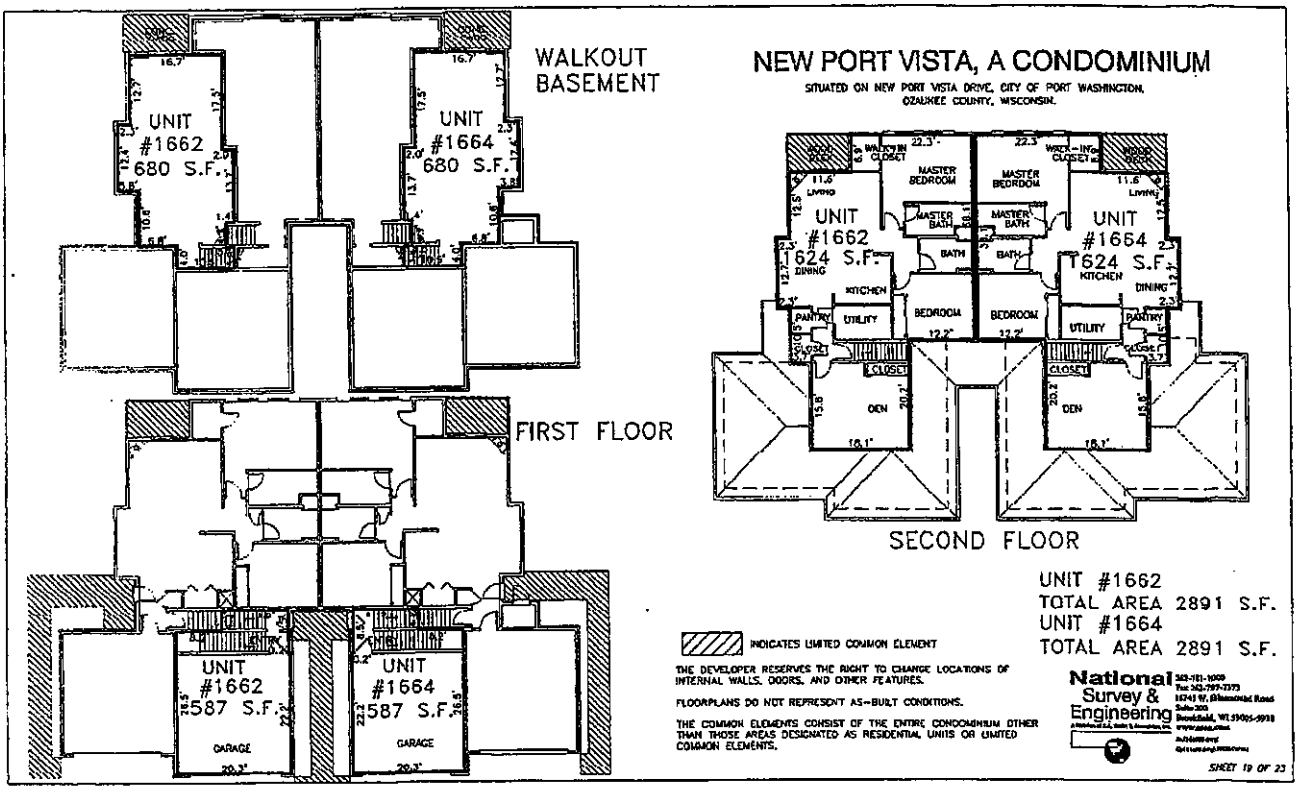
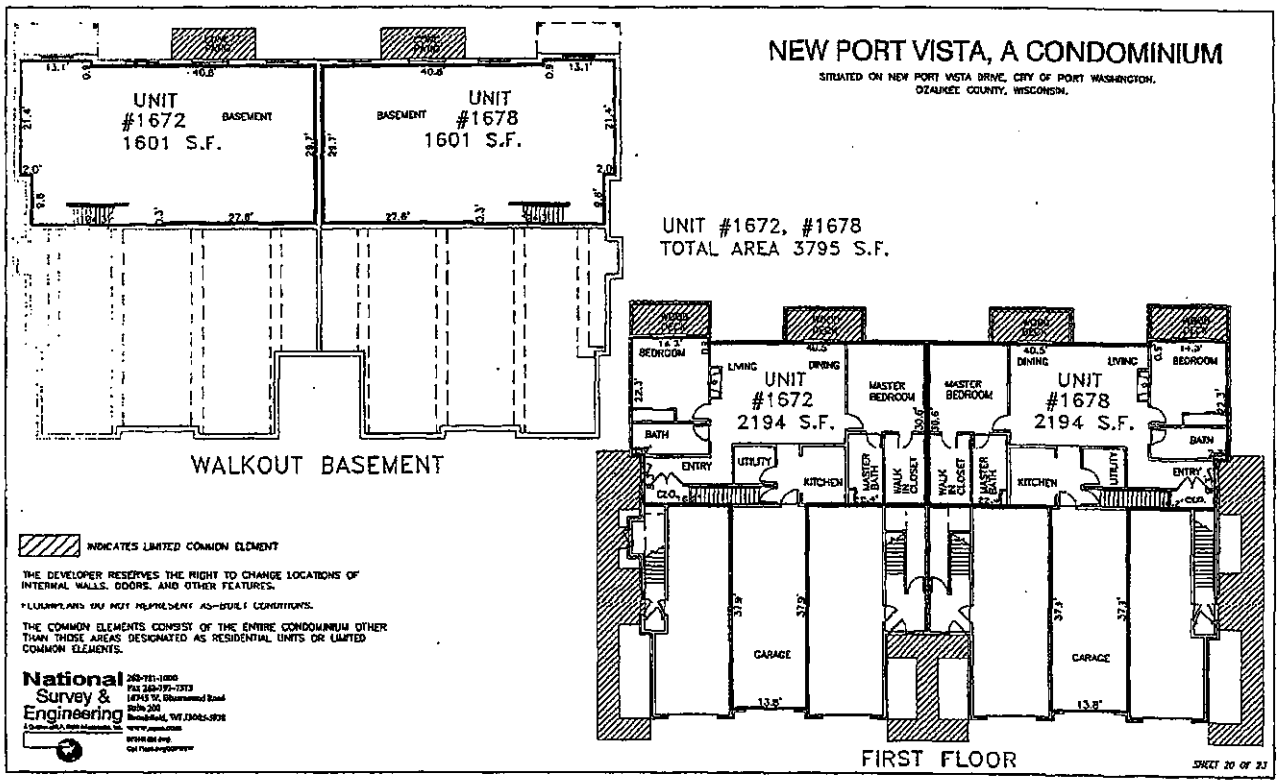
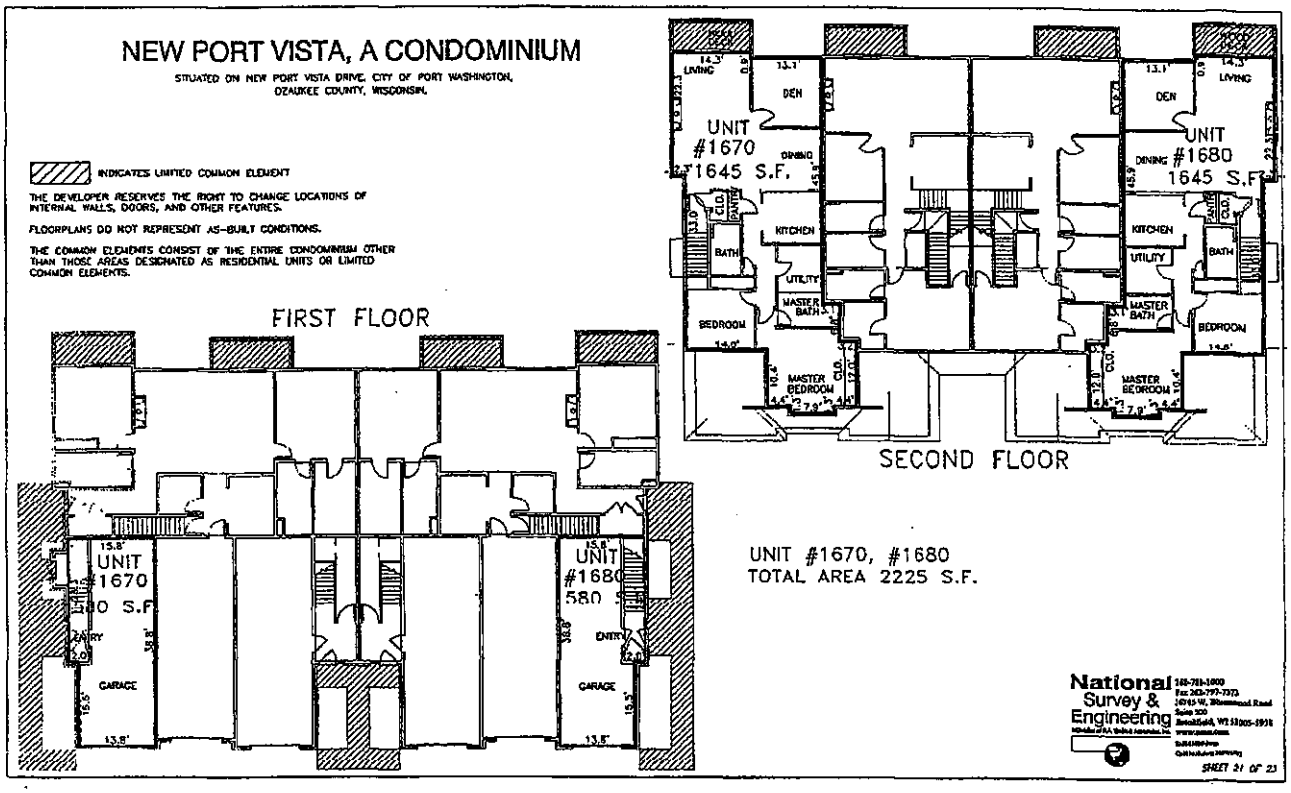
THE COMMON ELEMENTS CONSIST OF THE ENTIRE CONDOMINIUM OTHER THAN THOSE AREAS DESIGNATED AS RESIDENTIAL UNITS OR LIMITED COMMON ELEMENTS.

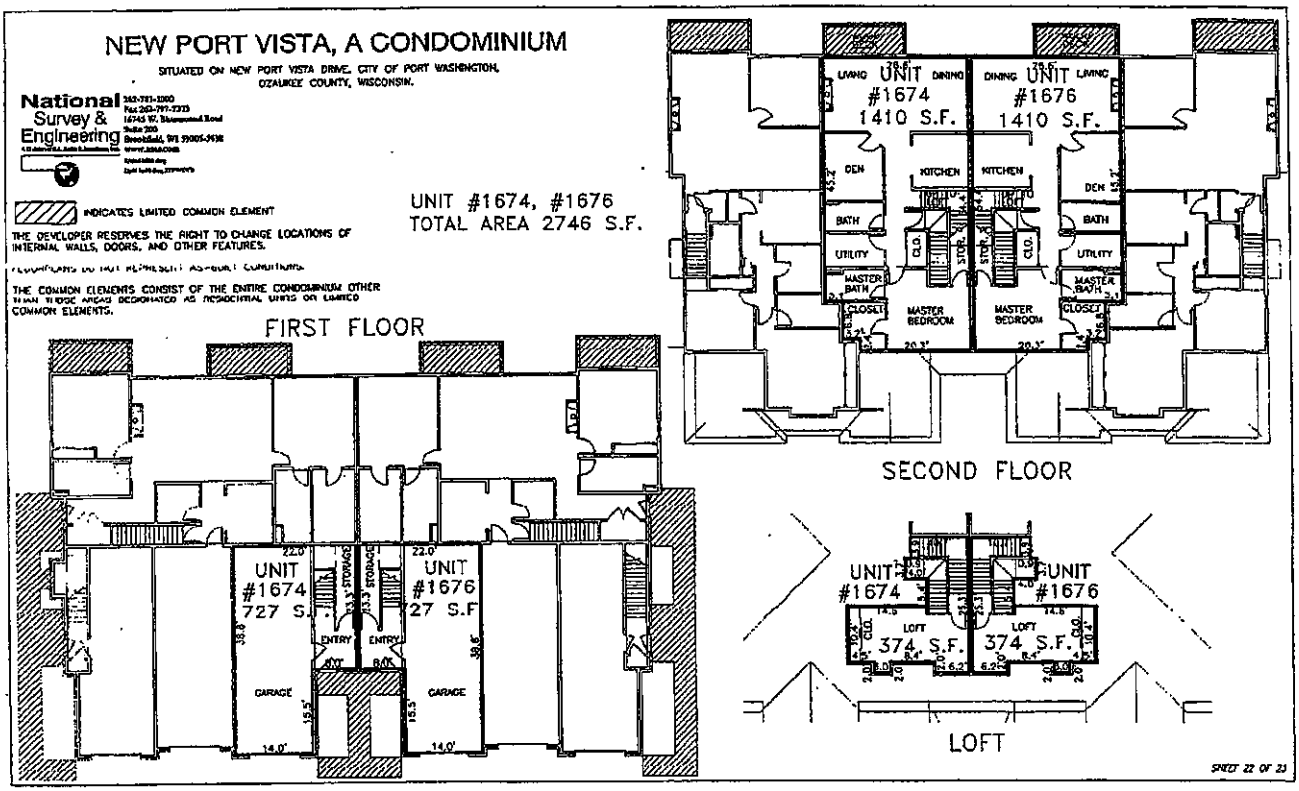
National Survey & Engineering

SHEET 18 OF 23


WALKOUT BASEMENT
UNIT #1662 680 S.F.
UNIT #1664 680 S.F.
FIRST FLOOR
UNIT #1662 587 S.F.
UNIT #1664 587 S.F.
GARAGE
GARAGE
NEW PORT VISTA, A CONDOMINIUM
SITUATED ON NEW PORT VISTA DRIVE, CITY OF PORT WASHINGTON, OZAUKEE COUNTY, WISCONSIN.
UNIT #1662 1624 S.F.
UNIT #1664 1624 S.F.
SECOND FLOOR
UNIT #1662
TOTAL AREA 2891 S.F.
UNIT #1664
TOTAL AREA 2891 S.F.
INDICATES LIMITED COMMON ELEMENT
THE DEVELOPER RESERVES THE RIGHT TO CHANGE LOCATIONS OF INTERNAL WALLS, DOORS, AND OTHER FEATURES.
FLOORPLANS DO NOT REPRESENT AS-BUILT CONDITIONS.
THE COMMON ELEMENTS CONSIST OF THE ENTIRE CONDOMINIUM OTHER THAN THOSE AREAS DESIGNATED AS RESIDENTIAL UNITS OR LIMITED COMMON ELEMENTS.
National Survey & Engineering
SHEET 19 OF 23

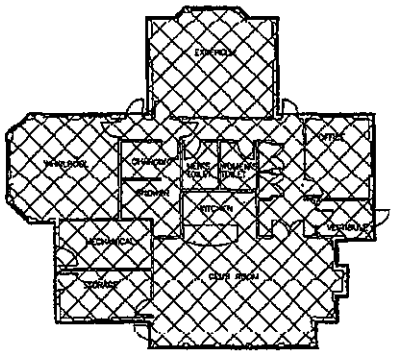

NEW PORT VISTA, A CONDOMINIUM
SITUATED ON NEW PORT VISTA DRIVE, CITY OF PORT WASHINGTON, OZAUKEE COUNTY, WISCONSIN.
UNIT #1672 BASEMENT 1601 S.F.
UNIT #1678 BASEMENT 1601 S.F.
WALKOUT BASEMENT
UNIT #1672, #1678
TOTAL AREA 3795 S.F.
UNIT #1672 2194 S.F.
UNIT #1678 2194 S.F.
BEDROOM
LIVING
DINING
MASTER BEDROOM
BATH
ENTRY
UTILITY
KITCHEN
MASTER BATH
WALK IN CLOSET
GARAGE
FIRST FLOOR
INDICATES LIMITED COMMON ELEMENT
THE DEVELOPER RESERVES THE RIGHT TO CHANGE LOCATIONS OF INTERNAL WALLS, DOORS, AND OTHER FEATURES.
PLOANS DO NOT REPRESENT AS-BUILT CONDITIONS.
THE COMMON ELEMENTS CONSIST OF THE ENTIRE CONDOMINIUM OTHER THAN THOSE AREAS DESIGNATED AS RESIDENTIAL UNITS OR LIMITED COMMON ELEMENTS.
National Survey & Engineering
SHEET 20 OF 33


NEW PORT VISTA, A CONDOMINIUM
SITUATED ON NEW PORT VISTA DRIVE, CITY OF PORT WASHINGTON, OZAUKEE COUNTY, WISCONSIN.
INDICATES LIMITED COMMON ELEMENT
THE DEVELOPER RESERVES THE RIGHT TO CHANGE LOCATIONS OF INTERNAL WALLS, DOORS, AND OTHER FEATURES.
FLOORPLANS DO NOT REPRESENT AS-BUILT CONDITIONS.
THE COMMON ELEMENTS CONSIST OF THE ENTIRE CONDOMINIUM OTHER THAN THOSE AREAS DESIGNATED AS RESIDENTIAL UNITS OR LIMITED COMMON ELEMENTS.
FIRST FLOOR
UNIT #1670
580 S.F.
UNIT #1680
580
GARAGE
GARAGE
SECOND FLOOR
UNIT #1670
1645 S.F.
UNIT #1680
1645 S.F.
LIVING
DEN
DINING
KITCHEN
BATH
UTILITY
MASTER BATH
BEDROOM
MASTER BEDROOM
UNIT #1670, #1680
TOTAL AREA 2225 S.F.
National Survey & Engineering
SHEET 21 OF 23


NEW PORT VISTA, A CONDOMINIUM
SITUATED ON NEW PORT VISTA DRIVE, CITY OF PORT WASHINGTON,
OZAUKEE COUNTY, WISCONSIN.
National Survey & Engineering
INDICATES LIMITED COMMON ELEMENT
THE DEVELOPER RESERVES THE RIGHT TO CHANGE LOCATIONS OF INTERNAL WALLS, DOORS, AND OTHER FEATURES.
THE COMMON ELEMENTS CONSIST OF THE ENTIRE CONDOMINIUM OTHER THAN THOSE AREAS DESIGNATED AS RESIDENTIAL UNITS OR LIMITED COMMON ELEMENTS.
UNIT #1674, #1676
TOTAL AREA 2746 S.F.
FIRST FLOOR
UNIT #1674 727 S.F.
UNIT #1676 727 S.F.
ENTRY
STORAGE
GARAGE
SECOND FLOOR
UNIT #1674 1410 S.F.
UNIT #1676 1410 S.F.
LIVING
DINING
KITCHEN
DEN
BATH
UTILITY
MASTER BATH
CLOSET
MASTER BEDROOM
LOFT
UNIT #1674 374 S.F.
UNIT #1676 374 S.F.
SHEET 22 OF 23

NEW PORT VISTA, A CONDOMINIUM

SITUATED ON NEW PORT VISTA DRIVE, CITY OF PORT WASHINGTON,
OZAUKEE COUNTY, WISCONSIN.



CLUBHOUSE

THE DEVELOPER RESERVES THE RIGHT TO CHANGE LOCATIONS OF INTERNAL WALLS, DOORS, AND OTHER FEATURES.

FLOORPLANS DO NOT REPRESENT AS-BUILT CONDITIONS

THE COMMON ELEMENTS CONSIST OF THE ENTIRE CONDOMINIUM OTHER THAN THOSE AREAS DESIGNATED AS RESIDENTIAL UNITS OR LIMITED COMMON ELEMENTS.

INDICATES COMMON ELEMENT

National Survey & Engineering
262-781-1000
Fax 262-797-7373
16745 W. Bluemound Road
Suite 200
Brookfield, WI 53005-5938
www.nse-pros.com

SHEET 23 OF 23

AMENDED AND RESTATED DECLARATION
OF
NEW PORT VISTA, A CONDOMINIUM

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INTRODUCTION TO AMENDED AND RESTATED DECLARATION

This Restated Declaration is made pursuant to the Condominium Ownership Act of the State of Wisconsin, Chapter 703, Wisconsin Statutes (hereinafter the "Act") as of this 30 day of September, 2009 as a result of the merger of New Port Vista 2, a Condominium, with and into New Port Vista, a Condominium. Pursuant to §703.274, New Port Vista, a Condominium, shall be the "Resultant Condominium."

New Port Vista, Inc. ("Declarant) recorded the Declaration of Condominium for New Port Vista, a Condominium with the Register of Deeds for Ozaukee County, Wisconsin on December 28, 2004, as Document No. 08009047, and recorded the First Amendment to the Declaration with the Register of Deeds for Ozaukee County, Wisconsin, on December 21, 2006, as Document No. 0854796, (collectively the "New Port Vista Declaration") which subjected certain property in the City of Port Washington to the Act; and

Declarant is also the declarant of New Port Vista 2, a Condominium ("New Port Vista 2"), which consists of one unit of unimproved land of .2807 acres, which is immediately adjacent to New Port Vista, a Condominium; and

Declarant desired to merge New Port Vista 2 into New Port Vista, a Condominium, to allow for a greater variety of buildings in Phase II of New Port Vista, a Condominium; and

The Unit Owners of New Port Vista, a Condominium, and the Declarant approved the merger and amendments to the Declaration of New Port Vista, a Condominium, to merge New Port Vista 2 into New Port Vista, a Condominium, at a special meeting of the Association held on January 21, 2009; and

All necessary consents and approvals for this Amended and Restated Declaration have been received

DOCUMENT NUMBER	DOCUMENT TITLE
	Amended and Restated Declaration of New Port Vista, a Condominium

0912549

RONALD A. VOIGT
OZAUKEE COUNTY
REGISTER OF DEEDS
PORT WASHINGTON, WI
TXID: 87341

RECORDED ON
09/30/2009 03:56PM

REC FEE: 103.00
TRANS FEE: 0.00
PAGES: 47
EXEMPT #: 0

THIS SPACE RESERVED FOR RECORDING DATA

NAME AND RETURN ADDRESS

Bruce A. McIlnay
McIlnay Schmitt & Button, Ltd.
1150 Washington Street
Grafton, WI 53024

8103

16-004-06-014.00
16-004-06-012.00
Parcel Identification Number (PIN)

LEGAL DESCRIPTION

PARTS OF PARCELS 1 AND 2 OF CERTIFIED SURVEY MAP NO. 3467, BEING A PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 4 AND THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 5, ALL IN TOWN 10 NORTH, RANGE 22 EAST, IN THE CITY OF PORT WASHINGTON, OZAUKEE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 4; THENCE NORTH 87°07'44" EAST ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 4 A DISTANCE OF 115.02 FEET TO A POINT; THENCE SOUTH 02°52'16" EAST 33.00 FEET TO A POINT ON THE SOUTH LINE OF CEDAR SAUK ROAD; THENCE SOUTH 02°55'31" EAST 222.00 FEET TO A POINT; THENCE SOUTH 87°07'44" WEST 115.00 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 4; THENCE SOUTH 02°55'31" EAST ALONG SAID WEST LINE 642.88 FEET TO THE POINT OF BEGINNING OF THE LANDS TO BE DESCRIBED; THENCE SOUTH 67°33'07" EAST 382.96 FEET TO A POINT ON THE WESTERLY LINE OF NEW PORT VISTA DRIVE; THENCE NORTH 30°05'15" EAST ALONG SAID WESTERLY LINE 68.36 FEET TO A POINT; THENCE NORTHEASTERLY 33.74 FEET ALONG SAID WESTERLY LINE AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTHWEST, WHOSE RADIUS IS 470.00 FEET AND WHOSE CHORD BEARS NORTH 28°01'52" EAST 33.73 FEET TO A POINT; THENCE SOUTH 64°01'31" EAST 60.00 FEET TO A POINT ON THE EASTERLY LINE OF NEW PORT VISTA DRIVE; THENCE NORTHEASTERLY 63.79 FEET ALONG SAID EASTERLY LINE AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTHWEST, WHOSE RADIUS IS 530.00 FEET AND WHOSE CHORD BEARS NORTH 22°31'36" EAST 63.76 FEET TO A POINT; THENCE SOUTH 71°48'18" EAST 99.55 FEET TO A POINT; THENCE SOUTH 53°33'40" EAST 69.57 FEET TO A POINT ON THE WESTERLY LINE OF STH "32"; THENCE SOUTHWESTERLY 386.72 FEET ALONG SAID WESTERLY LINE AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHEAST, WHOSE RADIUS IS 34492.47 FEET AND WHOSE CHORD BEARS SOUTH 30°24'22.5" WEST 386.72 FEET TO A POINT; THENCE SOUTH 87°33'42" WEST 414.72 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 4; THENCE NORTH 02°55'31" WEST ALONG SAID WESTERLY LINE 97.86 FEET TO A POINT; THENCE SOUTH 87°04'29" WEST 138.72 FEET TO A POINT; THENCE NORTH 03°15'13" WEST 125.00 FEET TO A POINT ON THE EASTERLY LINE OF NEW PORT VISTA DRIVE; THENCE SOUTH 86°44'47" WEST ALONG SAID EASTERLY LINE 55.71 FEET TO A POINT; THENCE SOUTHWESTERLY 40.33 FEET ALONG SAID EASTERLY LINE AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHWEST, WHOSE RADIUS IS 174.39 FEET AND WHOSE CHORD BEARS SOUTH 80°07'16.5" WEST 40.24 FEET TO A POINT; THENCE NORTH 16°30'14" WEST 239.07 FEET TO A POINT; THENCE NORTH 87°18'39" EAST 291.22 FEET TO THE POINT OF BEGINNING.
CONTAINING 271,680 SQUARE FEET OR 6.2369 ACRES.

Also

OUTLOT 1 OF CERTIFIED SURVEY MAP NO. 3745, RECORDED MAY 18, 2009, AS DOCUMENT NO. 903298, A DIVISION OF PARCEL 3 IN CERTIFIED SURVEY MAP NO. 3467, BEING A PART OF THE NORTHWEST 1/4 AND NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 5, TOWN 10 NORTH, RANGE 22 EAST, IN THE CITY OF PORT WASHINGTON, COUNTY OF OZAUKEE, STATE OF WISCONSIN.

The required consents and approvals for this Amendment were received.

This Amended and Restated Declaration, together with Addendum No. 2 to the Plat of New Port Vista, a Condominium, effectuates the merger of New Port Vista 2, a Condominium, into New Port Vista, a Condominium, with New Port Vista, a Condominium, being the Resultant Condominium within the meaning of §703.274 of the Wisconsin statutes. Unit 1 of New Port Vista 2, a Condominium, hereby ceases to exist and the unimproved land formerly contained within such Unit 1 is hereafter a General Common Element of the Resultant Condominium.

NOW THEREFORE, pursuant to §§703.09(2) and 703.275(5) the Declaration of New Port Vista, a Condominium, is hereby amended and restated as follows:

Section I DEFINITIONS

1.1 Defined Terms.

The following terms shall be defined as follows:

(a) "Act" means Chapter 703 of the Wisconsin Statutes known as the Condominium Ownership Act, as amended from time to time.

(b) "Allocated Interest" means the undivided percentage interest from time to time of each Unit, determined as provided in Section 4.1, below, in the Common Elements and the liability for Common Expenses.

(c) "Architectural Control Committee" means the committee, which the Board of Directors shall establish for the purpose of reviewing and approving any and all exterior alterations, improvements or modifications to the Condominium.

(d) "Assessments" refers to both General Assessments and Special Assessments and means the amount determined by the Association to be due with respect to a Unit.

(e) "Association" means NPV Condominium Association, Inc.

(f) "Board of Directors" means the governing body of the Association.

(g) "Building(s)" means any structure containing one or more Units and the clubhouse, which is situated on the Property.

(h) "Building Plans" means the plans attached to the New Port Vista Declaration as **EXHIBIT B**, and the plans attached to the First Amendment to the New Port Vista Declaration as **EXHIBIT B-1**, and the plans attached hereto and made a part hereof as **EXHIBIT B-2**, being recorded pursuant to the Act simultaneously with this Amended and Restated Declaration and constituting a part of this Declaration, as the same may be amended from time to time.

(i) "Bylaws" means the Bylaws of NPV Condominium Association, Inc.

(j) "Clubhouse" means the building located within the Condominium, which is a common element, contains no units, and is to be used as a gathering, recreation and office for the Association, its Members and their permitted guests.

(k) "Common Expenses" means all of the expenses of the Association.

(l) "Common Elements" refers to both the "General Common Elements" and the "Limited Common Elements," and means all of the Condominium other than the Units.

(m)"Community Center" means the clubhouse as depicted on the Plat and the swimming pool, deck area, grills, and parking lot adjoining the clubhouse.

(n) "Condominium" means New Port Vista, a Condominium.

(o) "Condominium Documents" consist of the Articles of Incorporation, Bylaws, Rules and Regulations, Floor Plans, Specifications, Surveys, Plat Maps, Management Agreement, Annual Operating Budget, Leases, Expansion Plans if any, and this Declaration.

(p) "Declarant" means New Port Vista Condominium, Inc..

(q) "Declaration" means this Amended and Restated Declaration of New Port Vista, a Condominium (also referred to as the "Restated Declaration").

(r) "Director" means a Member of the Board of Directors of the Association.

(s) "Fixture(s)" means an item of property, which may or may not be a common element of the Condominium, which is physically attached to or so closely associated with land or improvements so as to be treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage to the Property, items specifically adapted to the Property, and any items customarily treated as fixtures including, but not limited to, all: garden bulbs, plants, shrubs and trees; screen and storm doors and windows; electric lighting fixtures; window shades; curtain and traverse rods; blinds and shutters; central heating and cooling units and attached equipment; water heaters and softeners; sump pumps; attached or fitted floor coverings; awnings; attached antennas, satellite dishes and component parts; garage door openers and remote controls; installed security systems; central vacuum systems and accessories, in-ground sprinkler systems and component parts; built-in appliances; ceiling fans; fences, storage buildings on permanent foundations and docks/piers on permanent foundations.

(t) "FNMA" means the Federal National Mortgage Association.

(u) "General Assessments" means the amount determined by the Association to be due with respect to a Unit for Common Expenses.

(v) "General Common Elements" means all Common Elements except for any Limited Common Elements.

(w) "Limited Common Elements" means those portions of the Common Elements reserved for the exclusive use of one or more but less than all of the Unit Owners.

(x) "Managing Agent" means any individual or entity employed by the Association to perform duties and services for the Condominium in accordance with the Act or the Condominium documents.

(y) "Majority" means the Condominium Unit Owners with more than 50% of the votes assigned to the Units by the Declaration.

(z) "Mortgage" means any recorded mortgage or land contract encumbering a Unit.

(aa) "Mortgagee" means the holder of any recorded Mortgage encumbering one or more Units or land contract vendor.

(bb) "Member" means every Unit Owner, who by their status as a Unit Owner is also a Member of the Association.

(cc) "Membership Roster" means the list of all Unit Owners entitled to vote at all general and special meetings.

(dd) "Phase" means the particular Buildings and other improvements to be constructed during a particular time frame of this development.

(ee) "Plat" means the Plat of Survey of the Condominium and addenda thereto, copies of which are attached to the New Port Vista Declaration as **EXHIBIT A**, the First Addendum to the Plat of Survey attached to the First Amendment to the New Port Vista Declaration as **EXHIBIT A-1**, the Second Addendum to the Plat of Survey attached hereto to as **EXHIBIT A-2**. Addendum 2 to the Plat of Survey of New Port Vista, a Condominium, is being recorded pursuant to the Act simultaneously with this Amended and Restated Declaration and shall constitute a part of this Declaration, as the same may be amended from time to time.

(ff) "Pond" means any pond formed as a result, or as a portion, of the Storm Water Control Improvements, whether such pond is permanent or periodic.

(gg) "Property" means the real property as described on the Plat, and all addenda thereto.

(hh) "Rules and Regulations" means the Rules and Regulations for the Condominium adopted by the Declarant, and as amended from time to time by the Declarant or the Board of Directors.

(ii) "Special Amendment" means an amendment to this Declaration, which does not require the consent of any Unit Owner other than the Declarant.

(jj) "Special Assessment" means any assessment made against the Unit Owner and his Unit, which is not a General Assessment and is assessed against a Unit Owner and his Unit for expenses incurred by the Association.

(kk) "Storm Water Control Improvements" means the improvements to the Common Elements to provide for the drainage of storm waters from the Condominium, including, without limitation, ponds, storm sewer lines, natural and constructed drainage patterns, and swales and ditches installed on the Common Elements.

(ll) "Unit" means a part of the Condominium intended for private use by the Unit Owner.

(mm) "Unit Owner" means any natural person, corporation, partnership, association, trust or other entity capable of holding title to real property, or any combination thereof which holds legal title to a Unit or has equitable ownership to a Unit as a land contract vendee, but does not include any Mortgagee before such Mortgagee takes title to a Unit by foreclosure or process in lieu thereof.

Section II ASSOCIATION OF UNIT OWNERS

2.1 Membership, Duties and Obligations.

Each Unit Owner shall be a Member of the Association of Unit Owners to be known as NPV Condominium Association, Inc. which shall be responsible for carrying out the purposes of this Declaration, including the exclusive management and control of the Common Elements. The Association shall be incorporated as a nonstock, nonprofit corporation under the laws of the State of Wisconsin. Each Unit Owner and the occupants of all Units shall abide by and be subject to all of the duties and obligations of the Act, this Declaration and the Condominium Documents.

2.2 Voting Rights.

There shall be one class of voting membership. All residential Unit Owners shall have one vote for each residential Unit owned and shall be entitled to cast the vote appurtenant to each Unit owned at all meetings of the Association. If title to a Unit is held by more than one person, then the co-owners of the Unit shall notify, in writing, the Secretary of the Association, which individual is entitled to cast the vote on behalf of all co-owners.

2.3 Declarant's Right to Vote.

The Declarant shall be entitled to cast the votes pertaining to any Unit owned by Declarant, whether or not constructed. For purposes of this Section II, except as provided in §703.15(d),

Wis. Stats., and notwithstanding any other provision in this Declaration, the Bylaws or any other Condominium Document, the Declarant is entitled to vote all the votes of any Units it owns.

2.4 Architectural Control Committee.

The purpose of the Architectural Control Committee is to maintain harmony in the appearance of the Condominium. The Architectural Control Committee shall have the right to approve or disapprove any plan for any improvement, alteration or modification to the exterior portions of the Units and any plan for any improvement, alteration or modification to the Common Elements. The Architectural Control Committee shall not approve any plan of any Unit Owner which negatively affects any other Unit in a material manner, and the Architectural Control Committee shall not approve any plan which would add a material amount of additional living space to any Unit or which would materially increase the size of the Common Elements. The Architectural Control Committee shall consist of three (3) individuals who are appointed by the Board of Directors. The length of the term of service of the members of the Architectural Control Committee shall be determined by the Board of Directors. The initial Architectural Control Committee shall be appointed by Declarant and Declarant shall have the right to appoint committee members until all Units are sold, or until Declarant surrenders such right and so notifies the Board of Directors.

Section III DESCRIPTION

3.1 Description of Buildings.

The approximate location and dimensions of the Buildings in which the Units are located are shown on the Plat of Survey and the Building Plans.

3.2 Description of Units And Expansion Plans.

The Condominium shall consist of 12 Buildings, with 4 Units in each building and 8 Buildings with 6 Units in each Building, for a total of 96 Units in Phase 1 and Phase 2 of the Condominium. Each Unit shall be identified with a separate street address as indicated on the Plat. The Declarant expressly reserves the right to expand the condominium to include an additional 15 Buildings, with each of the 15 buildings containing no more than six units for a total of 72 additional Units. This reservation for expansion may take place in one or more phases as noted on the Plat. Upon completion of all phases, the total number of Units in the Condominium will not exceed 168.

The following shall be the boundaries of the Units:

(a) **Vertical Boundaries.** The vertical boundaries of a Unit shall be the vertical plane of the interior surface of the wall or studs, which support the drywall, wood, or plaster perimeter walls bounding any such Unit.

(b) **Horizontal Boundaries.** The horizontal boundaries of the Unit shall be:

(i) **Upper Boundary.** The upper boundary of any portion of a Unit, which is under another Unit, is the horizontal plane of the bottom surface of the floor joist above the highest floor of such Unit. The upper boundary of any portion of a Unit which is not below another Unit is the horizontal plane of the bottom surface of the attic floor joists, if any, above such Unit, or if there are no such attic floor joists, then the bottom surface of the rafters supporting the roof of the Building.

(ii) **Lower Boundary.** The lower boundary of a Unit, which is above another Unit, is the horizontal plane of the top surface of the floor joists below the lowest floor of such Unit. The lower boundary of a Unit, which is not above another Unit, is the top surface of the concrete floor slab below the lowest floor of such Unit.

(c) **Additional Items:** Each Unit shall include the following, if any:

(i) the air conditioning, heating and hot water systems and equipment, any interior chutes, flues, exhaust fans, ducts, conduits, wires, cables, electrical, security, telephone, television and other communication systems, water, sewer and gas mains and laterals, and all other utility lines and distribution systems, medicine cabinets, built-in shelving which lies partially within and partially outside of the designated boundaries of a Unit, and any portions thereof exclusively serving that Unit shall be deemed a part of that Unit, while any portions thereof serving more than one Unit or any portion of the Common Elements shall be deemed a part of the Common Elements; all interior ceilings, floors, walls and partitions, floor and wall coverings, including those within a patio or deck; and all fixtures and improvements, including, without limitation, sinks, bathtubs and other plumbing facilities within the Unit.

(ii) all exterior doors (including doors to any patio or deck serving the Unit, the garage door, rear entrance door, the front entrance door and foyer to each Unit) and any and all hardware, including without limitation, door locks, hinges, garage door openers and related mechanical systems, if any associated with such doors; all windows, sky lights, and screens.

3.3 Limited Common Elements.

The Limited Common Elements include:

(a) all driveway areas, sidewalks, access steps, landings, walkways, patios, decks and landscaped areas serving a Unit or a number of specific Units; and

(b) mechanical rooms located within each Building, which rooms house equipment servicing more than one of the Units within each building.

3.4 General Common Elements.

The General Common Elements consist of the entire Condominium, except the Units and the Limited Common Elements, and includes, without limitation, the following:

(a) all entrances to the Property, parking areas, roadways, sidewalks, common walkways, pathways, and private streets, access steps, landings, landscaped area, and open space;

(b) all exterior ducts, lines, poles, posts, pipes, wires, cables, conduits, water lines, drainage, electrical, telephone, cable television, master television, fire and communication systems, gas, sewer, heating, air conditioning and plumbing systems;

(c) the Community Center

(d) all retention ponds, including related equipment and fixtures; and

(e) all berms.

3.5 Declarant's Right to Change Plans.

Declarant reserves the right to change the layout, location, dimensions and construction details of the Buildings, Units and Common Elements shown on the Plat and Building Plans which are not yet constructed, provided that such changes shall not substantially alter the nature, value and quality of the Buildings, Units or Common Elements.

Section IV ALLOCATED INTERESTS

4.1 Allocated Interest.

Every Unit Owner shall own an undivided interest in the Common Elements as a tenant-in-common with all other Unit Owners and every Unit Owner shall have the right to use and occupy the Common Elements for all purposes which do not violate the Act, this Declaration and/or the Condominium Documents, which rights shall be appurtenant to and run with the Unit. The Allocated Interest for the combined first and second phases of the Condominium development shall be 1.04% per unit (1/96 units). As the Condominium is expanded beyond 96 Units, the Allocated Interest for all Units shall be adjusted according to the number of Units added in future Phases. The final Allocated Interest will be .595% (1/168 Units) if the Condominium is expanded to add the maximum number of additional Units is added.

Section V MAINTENANCE, ALTERATION AND IMPROVEMENT OF CONDOMINIUM

5.1 Responsibility of Unit Owners.

(a) Each Unit Owner, at his sole expense, shall be responsible for keeping his Unit (excluding items which are visible from the Common Elements) including without limitation the

items identified in Section 3.2(c)(i) and all of the equipment, fixtures and appurtenances located in or upon the Unit in good order, condition and repair and in a clean and sanitary condition. Without in any way limiting the foregoing, each Unit Owner shall be responsible for the maintenance, repair or replacement of any lighting fixtures, refrigerators, ranges, plumbing fixtures, dishwashers, disposals, laundry equipment such as washers and dryers, the air conditioning, heating and hot water systems and equipment, any chutes, flues, exhaust fans, ducts, conduits, wires, cables, electrical, security, telephone, television, medicine cabinets, built-in shelving and all communication systems, water, sewer and gas mains and laterals and all other utility lines and distribution systems and fixtures and any portions thereof exclusively serving that Unit, while any portions thereof serving more than one Unit or any portion of the Common Elements shall be deemed a part of the Common Elements.

(b) Notwithstanding Section 5.1(a), for purposes of uniformity, the Association shall replace, repair, paint, maintain and adorn external features such as the items identified in Section 3.2 (c) (ii) and other similar items which are visible from the Common Elements, and portions of any conduits, wires, cables, water, sewer and gas mains and laterals and all other utility lines and distribution systems lying above or under any Common Element; provided, however, the individual Unit Owner who owns the Unit of which the items identified in Section 3.2 (c) (ii) and other similar external items are a part and/or service, and the Unit Owner's Unit to which such portions of any conduits, wires, cables, water, sewer, gas mains and laterals and all other utility lines and distribution systems appertain, shall pay the cost incurred by the Association in replacing, repairing, painting, maintaining and adorning such items. Prior to any work being performed by or on behalf of the Association which work will be charged to a Unit Owner and/or a Unit under this Section 5.1(b), the Association shall give the affected Unit Owner 30 days prior written notice and an opportunity within such 30 day period to make arrangements to have the work performed by a contractor of the Unit Owner's choice so long as such contractor is also acceptable to the Association. If the Unit Owner fails to retain a contractor to perform the desired work within such 30 day period, the Association may proceed to have the work performed by a contractor of his choice and the Unit Owner and Unit shall be bound by the costs negotiated by the Association. Notwithstanding anything to the contrary contained in the Section 5.1(b), no notice shall be required before the Association undertakes work or contracts for services which are of an emergency nature and must be performed as soon as possible to protect the health, safety and property of the other Unit Owners and their guests or other persons on or near the Property.

(c) The Unit Owner shall at all times maintain the temperature of his Unit at or above 50° Fahrenheit.

(d) The Unit Owner shall be solely responsible for the cost of repair of any damage to the Condominium caused by the Unit Owner's failure to discharge his obligation pursuant to this Section 5.1. If a Unit Owner fails to discharge his obligations pursuant to this Section 5.1, then the Association shall have the right, but not the obligation, to discharge such obligations on behalf of the Unit Owner and, if any of the costs so incurred by the Association are not promptly repaid to the Association, then the Board of Directors shall assess a Special Assessment against the Unit for such expense.

5.2 Responsibility of Association.

The Association shall be responsible for the management and control of the Common Elements and shall cause the same to be maintained, repaired and kept in good condition, order and repair. Without in any way limiting the foregoing, the Association shall be responsible, at the expense of the Association (unless necessitated by the negligence or misuse of a Unit Owner, in which case such expense shall be charged to such Unit Owner), for the following:

(a) such actions as may be necessary to maintain the open space (including the retention ponds and any berms) in accordance with the Rules and Regulations and in compliance with all applicable laws, codes and ordinances;

(b) all painting, repairing, restoration, general maintenance and decorating of Building exteriors, walls, doors, windows, roofs, and Common Element doors;

(c) lawn care, including landscaping, fertilizing, watering, weed control, tree pruning, grass cutting, and trimming, as required;

(d) snow and ice removal from paved sidewalks, driveways and parking areas of the Property;

(e) maintenance, repair or restoration of sidewalks, walkways, driveways and parking areas of the Property;

(f) maintenance, repair and replacement of electrical wiring, lighting, heating and air conditioning and pipes and ducts in Common Elements;

(g) purchase, maintenance, repair, replacement and storage of equipment and materials required to accomplish the foregoing; and

(h) maintenance and repair of the floor joists and/or the unimproved cement floor of the lowest floor of each Unit; provided, however, the Unit Owner shall be responsible for the maintenance and repair of any floor covering material which covers the floor joists or the cement floor.

(i) maintenance and repair of the Community Center including, but not limited to regular, periodic janitorial service and pool service for the whirl pool and swimming pool.

5.3 Repair and Replacement Standards.

All repairs and replacements shall, to the extent reasonably possible, be done in a manner, which is substantially similar to the quality and appearance of original construction and installation.

5.4 Alterations to Unit.

A Unit owner may make any alterations it deems desirable to the Unit, including the movement or modification of any interior walls, provided the Unit Owner complies with all provisions of

the Condominium Documents. A Unit Owner is prohibited from making any alteration, installation, removal, reconstruction or repair to his Unit which might impair the structural integrity or value of the Building or any mechanical or electrical system therein; or adversely affect either the thermal or acoustical character of the Building; or impair any easement appurtenant to any Unit or the Condominium; or violate this Declaration or any applicable law, ordinance or governmental rule, regulation or order. All work done in connection with alteration to the Unit shall be completed in a good, workmanlike manner and free from all liens. Any Unit Owner who makes any alterations to his Unit shall indemnify and hold harmless the other Unit Owners, the Board, the Declarant and the Association from and against all claims of third parties for personal injury or property damage from work performed in connection with any alterations.

5.5 Exterior Alterations.

Except as permitted by the Rules and Regulations or as consented to by the Architectural Control Committee, a Unit Owner is prohibited from making any alteration, installation, removal, reconstruction or repair to the exterior of any Building.

5.6 Damage to Units and to Common Elements.

In the event the Association, or any individual or entity acting on behalf of the Association, damages any portion of a Unit or Common Element while making any repair or renovation to any portion of a Common Element, then the Association shall be responsible for promptly repairing and restoring any portion of any such Unit or Common Element to the condition in which it existed prior to the Association's actions. In the event that any Unit Owner, or any individual or entity acting on behalf of any Unit Owner, damages any portion of a Common Element while making a repair or renovation to his Unit, then the Association shall be responsible for promptly repairing and restoring the portion of the Common Element which was damaged to the condition in which it existed prior to such event and the Unit Owner shall be responsible for paying the cost incurred by the Association in repairing and restoring the Common Element.

Section VI COMMON EXPENSES, ASSESSMENTS AND TAXES

6.1 Common Expenses.

The cost of administration of the Association, utilities, insurance, repair, maintenance and other expenses for the Common Elements, except as otherwise specified in the Condominium Documents, shall be considered Common Expenses and paid for by the Association. The Association shall make Assessments against the Unit Owners, as well as the Units themselves, for such Common Expenses in accordance with the Allocated Interest in the manner provided in the Bylaws.

The Assessment obligation appurtenant to a Unit shall commence at the time the Unit is made part of the Condominium. The percentage of the Common Expenses payable by the individual Units shall be the Allocated Interest of the Unit. No Unit Owner may exempt himself or his Unit from liability for its contribution toward the Common Expenses by waiver of the use or enjoyment of any of the General or Limited Common Elements or by the abandonment of his

Unit. No conveyance shall relieve the Unit Owner or his Unit of such liability, and they shall be jointly, severally and personally liable along with their grantee in any conveyance for the Common Expenses incurred up to the date of sale until all such expenses charged to the Unit have been paid. A Unit, for the purposes of this Section, shall exist and be made part of the Condominium only when an occupancy permit has been issued for the Unit. Anything herein to the contrary not withstanding, Declarant's liability for Common Expenses shall not commence as to Units owned by Declarant until the first day of the first full calendar month that is greater than sixty (60) days following issuance of the occupancy permit for each such Unit. Upon the commencement of Declarant's liability as provided herein, Declarant shall begin making the installment payments when due as provided in Section 6.3 below. Declarant shall not, however, have any liability whatsoever for contributions to the Reserve Operating Fund as established and defined in Article VII of the Bylaws.

6.2 Payment of Assessments.

All Assessments, when due, together with any interest thereon and actual costs of collection, shall immediately become a personal liability of the Unit Owner and also a lien, until paid, against the Unit to which charged, if a statement of lien is filed within two years after the date the Assessment becomes due. The lien is effective against a Unit at the time the Assessment becomes due regardless of when within the two-year period it is filed. Any statement of lien shall be filed in the land records of the Clerk of Court of Ozaukee County, stating the description of the Unit, the name of the record owners, the amount due and the period for which the Assessment was due. The statement of condominium lien shall be signed and verified by an Officer of the Association as specified in the Bylaws and then shall be filed. On full payment of the Assessment for which the lien is claimed, the Unit Owner shall be entitled to a recordable satisfaction of the lien.

6.3 Assessment for Common Expenses.

Assessments shall be made against the Unit Owners and the Units at the beginning of each fiscal year of the Association to meet estimated Common Expenses of the Association for the ensuing year and shall be payable in twelve (12) monthly installments, in advance, on the first day of each month. Special Assessments for expenses incurred by the Association which relate to the Unit, Limited Common Elements or for any reason stated herein shall be made against the Unit Owners and the Units at any time the Board of Directors deems advisable. The Association shall have the authority to modify Assessments during any fiscal year. In the event of delinquency in payment, the Association may, as provided for in the Bylaws, assess penalties and interest, and may accelerate Assessments remaining unpaid with respect to such delinquent Unit for purposes of collection or foreclosure action by the Association.

6.4 Purchaser of Unit.

Any Purchaser of a Unit is entitled to a statement from the Board of Directors of the Association setting forth the amount of unpaid Assessments against the Seller. The statement shall be supplied to the Purchaser within ten (10) days after such a request. The Purchaser shall not be personally liable for, however the Unit conveyed shall be subject to, any unpaid Assessment of the Seller in the amount set forth in the statement.

6.5 Enforcement of Lien.

The Association shall have the right to enforce any lien for unpaid Assessments, shall have all of the rights and remedies provided for in Section 703.165 of the Act, and shall exercise those rights and remedies as the Board of Directors deems appropriate. The amount of any lien claim shall include interest on the unpaid portion of an Assessment and reasonable attorneys' fees.

6.6 Real Estate Taxes.

Real estate taxes shall be taxed separately to each Unit Owner for their Unit. The Declarant shall be responsible for paying all real estate taxes assessed against any Unit that it owns. In the event the Association is assessed for real estate taxes on any Unit, then the Unit Owner who owns the Unit for which the Association is assessed shall pay the real estate taxes.

Section VII USE OF CONDOMINIUM

7.1 Use of Common Elements Other Than Limited Common Elements.

Each Unit Owner shall have the right to use the Common Elements, except the Limited Common Elements, as may be required for any purpose, including, but not limited to, ingress and egress to and from and the use, occupancy and enjoyment of the Unit owned by such Unit Owner. Such rights shall extend to the Unit Owner, his family members, employees, agents, guests lessees, and invitees. The use of the Common Elements and the rights of Unit Owners with respect thereto shall be subject to and governed by the provisions of the Act and the Condominium Documents.

7.2 Use of Limited Common Elements.

The portions of the Common Elements designated as Limited Common Elements are reserved for the exclusive use of the Unit or Units that they serve. The rights of use herein reserved shall extend to the Unit Owner whose Unit is benefited, and his family members, employees, agents, guests, lessees, and invitees.

7.3 Use of Ponds(s).

No Pond is intended for swimming or to be used as a recreational facility, and any such use of a Pond is strictly prohibited. Any person entering into or using a Pond either intentionally or accidentally does so at his own risk. Each Unit Owner, for himself and all of his family members, agents, lessees, invitees and guests waives, to the fullest extent permitted by law, any and all claims for liability against Declarant, the Association, the Declarant's or the Association's Managing Agent, all other Unit Owners, and their respective agents, contractors, employees, officers, directors and shareholders, for any injury or damage to person or property sustained in or about or resulting from the use of existence of any Pond.

Section VIII RESTRICTIONS ON USE, OCCUPANCY AND TRANSFER

8.1 Limitations.

Each Unit Owner, his agents, representatives, guests and invitees, shall be subject to the restrictions set forth in this Declaration and the Condominium Documents, as amended from time to time, including without limitation, that the Buildings and Units are intended for and restricted exclusively to residential uses; provided, however, that the Declarant reserves the right to use various Units as a sample, model or sales office or management office for the Condominium.

8.2 Declarant's Right to Transfer.

The Declarant shall have the right to transfer the Units by deed, land contract or by such other means of conveyance as it may choose, and in the event Declarant shall be required to foreclose or otherwise recover possession of any Unit, Declarant shall be free to dispose of any such Unit by any means the Declarant chooses. This Section may not be amended or repealed by the Association.

8.3 Unit Owner's Restrictions on Leasing.

The Declarant may lease a Unit on such terms and conditions as it desires in its sole discretion. A Unit Owner other than the Declarant may lease its Unit if it complies with the restrictions on leasing as stated below:

(a) No Unit may be leased without a written lease.

(b) Any Unit Owner who enters into a lease for his Unit shall provide the Secretary of the Association with a true and correct copy of such lease within five (5) days after the execution thereof.

(c) No Unit may be leased for a term of less than one (1) year and such lease shall prohibit the tenant from subleasing the unit.

(d) A Unit Owner which leases his Unit shall remain personally liable for the payment of any Assessment or any other amount due under any Condominium Document and the Association shall have the option to pursue either the Unit Owner who leases their Unit and/or the lessee under any lease (who shall also be personally liable) for the payment of any Assessment or any other payment due the Association.

(e) The rights of any lessee of any Unit shall be subject to all of the covenants, conditions and restrictions set forth in the Condominium Documents; and the Unit Owner must provide a copy of the Condominium Documents to the tenant before the tenant occupies the Unit or must place the information in the Unit before the tenant occupies the Unit.

(f) No rooms in any Unit may be rented, and no transient tenants may be accommodated.

8.4 Unit Owner's Use of Unit as an Office.

A Unit Owner may operate an office out of his Unit if it does not: (a) erect or maintain any type of a sign, billboard or any form of advertising material which will be visible from any of the Common Elements; (b) conduct a retail business out of his Unit by which a sale is actually consummated in the Unit; (c) conduct any type of business which will unreasonably burden any of the utility facilities which service the Condominium; (d) conduct any type of business which would cause any insurance policy carried by or paid for by the Association or any other Unit Owner to be canceled or any premiums under such policies to be increased; (e) conduct any type of business which is prohibited by any federal, state, county or local law, ordinance or regulation; and (f) conduct any type of activity which would be reasonably considered offensive or obnoxious to any other Unit Owner.

8.5 Unlawful Use of Condominium or Unit.

No unlawful use may be made of the Condominium or any part thereof, and each Unit owner shall strictly comply with all valid laws, orders, rules and regulations of all governmental agencies having jurisdiction. Compliance with any legal requirements shall be accomplished by, and shall be at the sole expense of, the Unit Owner or the Board of Directors, as the case may be, whichever shall have the obligation under this Declaration to maintain and repair the portion of the Condominium affected by any such legal requirements. Each Unit Owner shall give prompt notice to the Board of Directors of any written notice it receives of the violation of any legal requirements affecting his Unit or the Condominium. Notwithstanding the foregoing provisions, any Unit Owner may, at his expense, defer compliance with and contest, by appropriate proceedings prosecuted diligently and in good faith, the validity or applicability of any legal requirements affecting any portion of the Condominium which such Unit Owner is obligated to maintain and repair, and the Board of Directors shall cooperate with such Unit Owner in such proceedings, provided that:

(a) such Unit Owner shall pay and shall defend, save harmless, and indemnify the Board of Directors, the Association and each other Unit Owner against all liability, loss or damage that any of them respectively shall suffer by reason of such contest and any noncompliance with such legal requirements, including reasonable attorneys' fees and other expenses reasonably incurred;

(b) such Unit Owner shall keep the Board of Directors advised as to the status of such proceedings;

(c) noncompliance shall not create a dangerous condition or constitute a crime or an offense punishable by fine or imprisonment;

(d) no part of any Building of which the Unit involved is a part shall be subject to being condemned or vacated by reason of noncompliance or otherwise by reason of such contest; and

(e) such Unit Owner shall, if required by the Association, post a bond to ensure compliance with his obligations hereunder.

The Association may also contest any legal requirements and the costs and expenses thereof shall be a Common Expense.

8.6 Unit Owners Restrictions on Use of Unit, Limited Common Elements and General Common Elements.

Except as may otherwise be expressly provided in this Section VIII:

(a) No Unit Owner shall occupy or use his Unit appurtenant thereto, or permit the same or any part thereof to be occupied or used, for any purpose other than as a private residence for the Unit Owner, his family or his temporary guest.

(b) No Unit Owner, nor any of his family members, agents, invitees or guests may in any way obstruct the use of another Unit, the Limited Common Elements or the General Common Elements;

(c) No Unit Owner, nor any of their family members, agents, invitees or guests shall carry on any obnoxious or offensive activity in any Unit, the Limited Common Elements or the General Common Elements, nor shall anything be done therein which may be or become an annoyance or nuisance to others; and

(d) No Common Elements or Limited Common Elements shall be used for storage of motorcycles, bicycles, baby carriages, children's toys, sporting goods or similar items.

8.7 Animal Restrictions.

(a) Pets shall be limited to dogs, cats, and birds, unless otherwise authorized by the Board of Directors.

(b) Pets shall be allowed, provided the owners of pets shall take all reasonable actions to prevent their pets from being a nuisance, annoyance or danger to any of the Unit Owners;

(c) All pets shall be picked up after, and all droppings shall be immediately disposed of by the person in control of the pet;

(d) All pets shall be leashed and within the immediate control of a person when outside of a Unit; and

(e) No Unit Owners shall own and/or board more than two (2) pets, including no more than one (1) dog.

8.8 Unit Owners Restriction on Limited Common and General Common Area Parking.

(a) To facilitate required maintenance and snow plowing of driveways and parking lots, all vehicles shall be parked inside the garage during snow storms. The Board of Directors must approve any guest parking exceeding two (2) nights on either parking pads or the host's driveway. Such approval of guest parking shall not exceed periods of two (2) weeks in duration. No vehicle of any type shall be stored in any driveway or parking pad.

(b) No boats, campers, trailers, recreation vehicles or other vehicles of similar nature and design shall be stored or parked in the outdoor parking areas for a period of longer than twenty-four (24) hours in any one (1) week period. No individual shall be allowed to use or occupy any recreational vehicle or any similar vehicle designed or used for overnight camping while such vehicle is parked on the Property.

(c) No Unit Owner nor his family members, agents, employees, lessees, invitees or guests may use any of the Common Elements or Limited Common Elements for the purpose of repairing or restoring any motor vehicle.

Section IX REPAIR OR RECONSTRUCTION

9.1 Repair or Reconstruction of Condominium.

In the event the Condominium is destroyed or damaged to such an extent that the insurance proceeds, if any, constitute less than one hundred percent (100%) of the cost of completing repair or reconstruction, action by the Association by vote of eighty percent (80%) or more of all Unit Owners taken within ninety (90) days after such damage or destruction shall be necessary to determine not to repair or reconstruct the Condominium as more fully described in Section 10.01, Article X of the Bylaws. Damage or destruction for which insurance proceeds are equal to or greater than one hundred percent (100%) of the cost of completing repair or reconstruction, shall be repaired or reconstructed. In the event of repair or reconstruction, such repair or reconstruction shall be pursuant to arrangement of the Board of Directors of the Association as provided in paragraph 12.2 of Section XII hereof.

9.2 Eminent Domain.

In the event of the taking of all or part of the Property under the power of eminent domain, any damages shall be awarded as provided in Section 703.19(3) of the Wisconsin Statutes, as the same is amended from time to time.

(a) Taking of Common Elements. Following the taking of all or a part of the Common Elements, the Association shall promptly undertake to restore the affected Common Elements to a condition compatible with the balance of the Property. Any costs of reconstruction in excess of the condemnation award shall be a Common Expense payable by the Unit Owners in

proportion to their Allocated Interest. However, if the value of the taking exceeds the value of the remaining Common Elements to the extent that, in the judgment of the Association, 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 eighty percent (80%) or more of the vote in the Association. All Unit Owners whose Units are subject to a Mortgage shall first obtain their Mortgagee's written consent to the Unit Owner's intended vote. In the case of partition, the net proceeds of sale, together with any net proceeds of the award of taking, shall be considered as one fund and shall be divided among all Unit Owners in proportion to their Allocated Interests and shall be distributed in accordance with the priority of interests in each Unit. Any Mortgagee may require that the net proceeds of the award from any taking, payable to the Unit Owner who granted the Mortgagee his Mortgage, be paid directly to a trustee designated by the Mortgagee.

(b) Taking of Unit. Following a taking of all or substantially all of one or more Units, such that the restoration or reconstruction of the Unit or Units is not practical, the affected Unit Owners and their Mortgagees, if any, as their respective interests may appear, shall be entitled to receive the full amount of the award for the taking of their Units. The affected Unit Owners shall thereupon release and relinquish any and all interests in their Units, the Condominium Property, and the Common Elements of the Condominium. The remaining Unit Owners shall thereafter file an amendment to this Declaration, which would change the description of Property and improvements subject to the Declaration, and the portion of the property designated as Units and Common Elements and changes the Allocated Interest appurtenant to each Unit.

(c) Taking of a Portion of a Unit. In the event that a portion of any Unit is taken and the Unit is repaired or reconstructed, the Allocated Interests and vote appurtenant to such Unit shall remain unchanged.

9.3 Association as Designated Agent.

The Association shall act as the designated agent and/or attorney-in-fact for all Unit Owners and their Mortgagees for the purpose of representing, negotiating and settling any proceeds or awards to be made to the Association or any Unit Owner on account of any casualty or damage to the Condominium or eminent domain proceedings which involve the Condominium.

Section X EASEMENTS AND ENCROACHMENTS

10.1 Utility Easements.

Easements are hereby declared and granted for the benefit of the Declarant, Unit Owners and the Association and reserved for the Declarant, its successors and assigns, and the Association for utility purposes, including without limitation, the right to install, lay, maintain, repair and replace water, sewer and gas mains and laterals, telephone wires and equipment, television cable, security and communication system and equipment, and electrical conduits and wires and equipment, over, under and along any part of the Common Elements or a Unit. Notwithstanding the foregoing provisions of this Section X, unless otherwise approved in writing by the Unit Owner or Unit Owners affected thereby, any such easement through a Unit shall be located either in substantially the same location as such facilities or similar facilities existed at the time of first conveyance of the Unit by the Declarant to a grantee other than the Declarant, or so as not to materially interfere with the use, occupancy or value of the Unit.

10.2 Construction Easement.

Notwithstanding anything to the contrary in this Declaration or any of the Condominium Documents, until Declarant shall have constructed all Buildings, completed all improvements to the Common Elements and satisfied all of its obligations under any of the Condominium Documents, Declarant reserves an easement for itself and its duly authorized agents, representatives, and employees, over portions of the Common Elements and any Units owned by Declarant, for construction or renovation on the Property or the Additional Property or related purposes including, but not necessarily limited to: storing tools, machinery, equipment, building materials, appliances, supplies and fixtures; maintaining and correcting drainage of surface, roof or storm water; cutting any trees, bushes, or shrubbery; grading the soil; or taking any other action reasonably necessary. In the event the Declarant exercises its rights under this Section, the Declarant shall, upon completion of the construction, promptly restore the affected property as closely as possible to the condition it was in prior to the construction. Each Unit Owner hereby acknowledges that the activities of the Declarant may temporarily impair the view and cause inconveniences to the Unit Owners, and the Unit Owners shall not have any right to compensation from such impairment or inconvenience.

10.3 Easement to Facilitate Sales.

The Declarant reserves the right to use any Units owned or leased by the Declarant as models, management offices, sales offices (for this and other projects) or customer service offices. The Declarant reserves the right to relocate the same from time to time within the Property; upon relocation, the furnishings thereof may be removed. The Declarant further reserves the right to maintain on the Property such advertising signs as may comply with applicable governmental regulations, which may be placed in any location on the Property and may be relocated or removed, all at the sole discretion of the Declarant. The Declarant shall have the right to restrict the use of certain Common Element parking spaces for sales purposes. Further, the Declarant shall have the right to erect, maintain, relocate and remove temporary offices on the Property. The reservation of this easement to facilitate sales also applies to the Additional Property. This easement shall continue until the Declarant has sold all the Units it owns.

10.4 Support Easement.

Each Unit shall have an easement for structural support over every other Unit in the Building in which it is located and in the Common Elements, and each Unit and the Common Elements shall be subject to an easement for structural support in favor of every other Unit in the Building in which it is located and the Common Elements.

10.5 Common Elements Easement.

The Common Elements are hereby made subject to the following easements in favor of the Units benefited:

(a) for the installation, repair, maintenance, use, removal and/or replacement of air conditioning, heating and hot water systems and equipment, any chutes, flues, exhaust fans, ducts, conduits, wires, cables, electrical, security, telephone, television and other communication systems, drainage and sump pump systems, water, sewer and gas mains and laterals, and all other utility lines and distribution systems, to the extent any such system or, that portion of a system, serves a particular Unit or is necessary for service to a Unit;

(b) for the installation, repair, maintenance, use, removal and/or replacement of lighting fixtures, electrical receptacles, panel boards and other electrical installations which are a part of or serve any Unit but which encroach into a part of a Common Element adjacent to such Unit; provided that the installation, repair, maintenance, use, removal or replacement of any such item does not unreasonably interfere with the common use of any part of the Common Elements, adversely affect either the thermal or acoustical character of the Building, or impair or structurally weaken the Building; or

(c) for the maintenance of the encroachment of any lighting devices, outlets, medicine cabinets, shelving, exhaust fans, ventilation ducts, registers, register-grilles and similar fixtures which serve only one Unit but which encroach into any part of any Common Elements.

10.6 Unit Owner's Grant of Easement.

By acceptance of a deed of conveyance, each Unit Owner thereby grants a right of access to his Unit, including without limitation the right of access provided by Section 703.32 of the Act, to the Board of Directors and/or the Managing Agent, their respective agents and employees, for the purpose of exercising their respective powers and responsibilities, including without limitation making inspections, correcting any condition originating in a Unit and threatening another Unit or the Common Elements, performing installations, alterations or repairs to the mechanical or electrical services or the Common Elements in a Unit or elsewhere in the condominium, or to correct any condition which violates the provisions of this Declaration or any of the Condominium Documents; provided, that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Unit Owner. Notwithstanding the foregoing, in case of an emergency, such right of entry shall be immediate and without notice, whether the Unit Owner is present at the time. Any exercise of the rights herein conferred to the extent practicable shall be in a manner so as not to interfere unreasonably with the use of a Unit.

10.7 Access Easements.

The Declarant, its successors, assigns, employees and agents and for any person or entity at any time owning or occupying any portion of the Property and their guests, lessees, and invitees, hereby reserves a perpetual and non-exclusive easement on, over and through any and all common walkways and pathways, and private roadways or drives at any time a part of the Condominium for pedestrian and vehicular ingress and egress into and from any and all portions of the Condominium, and for purposes of constructing walkways, pathways, roadways, drives, or any other similar form of ingress or egress, and on, over and through any portion of the Condominium, except portions occupied by structural improvements. In the exercise of any rights hereunder, there shall be no unreasonable interference with the use of any Unit, the Common Elements or the Additional Property for the purposes for which each is reasonably intended.

10.8 Binding Effect.

All easements and rights described herein are granted and reserved to, and shall inure to the benefit of and be binding on the undersigned, their successors and assigns, and on all Unit Owners, purchasers and Mortgagees and their heirs, executors, administrators, successors and assigns. The Association and the Declarant shall have the authority to execute all documents necessary to carry out the intent of this Section X.

10.9 Encroachments.

In the event, by reason of construction, reconstruction, settlement or shifting of any Building, or the design or construction of any Unit, any part of the Common Elements shall at any time encroach upon any part of any Unit, or any part of any Unit shall at any time encroach upon any part of the Common Elements or any Unit shall at any time encroach upon part of any other Unit, an easement for the continuation and maintenance of such encroachment is hereby established and shall exist for the benefit of such encroaching Unit or Common Element so long as all or any part of the Building containing such Unit or Common Element shall remain standing; provided, however, that in no event shall an easement for any encroachment be created in favor of the owner of any Unit if such encroachment occurred due to willful and knowing conduct of such owner.

10.10 Title Exceptions.

The following exceptions affecting title to the Property are material to all Unit Owners:

The City of Port Washington has an access easement to the Pond, which is depicted on the Plat.

Section XI MORTGAGES

11.1 Separate Mortgages of Units.

No Unit Owner shall have the right or authority to Mortgage or otherwise encumber the Property or any part thereof; provided, however, that each Unit Owner shall have the right to Mortgage or encumber his own Unit.

11.2 Mortgagees.

When a Mortgage is delivered by a Unit Owner to the Mortgagee, the Unit Owner shall simultaneously notify, in writing, the Secretary of the Association of the name and address of such Mortgagee. Upon receipt of such notice, the Secretary of the Association shall notify the insurer of the Mortgagee's name and address.

11.3 Roster of Mortgagees.

The Board of Directors shall maintain a roster of Mortgagees from information received from the Unit Owners. The roster shall state the name and address of each Mortgagee. Upon written request of the Board of Directors, each Mortgagee shall advise the Association as to the priority of its lien on the Unit.

11.4 Liens.

The liens for Assessments created under the Act or pursuant to the Declaration or the Bylaws upon the Unit shall be subject and subordinate to and shall not affect liens for general and special taxes, all unpaid sums on a first Mortgage recorded prior to the making of the Assessment, mechanic's liens filed prior to the making of the Assessment, and all unpaid sums on any loan made by the Veterans Administration under Section 45.80 of the Wisconsin Statutes, as the same is amended from time to time.

11.5 Mortgagee in Possession.

A Mortgagee of any Unit who comes into possession of the Unit pursuant to the remedies provided in the Mortgage shall take the Unit free of any claims for unpaid Assessments or charges against the Unit which shall have accrued prior to the time such Mortgagee shall have come into possession of the Unit.

11.6 Rights of Mortgagees.

Each Mortgagee, its agent or representative, upon written request to the Board of Directors, shall be entitled thereafter to the following:

(a) notice of any default by the mortgagor of such Unit in the performance of such mortgagor's obligations under this Declaration or any of the Condominium Documents, which is not cured within thirty (30) days.

(b) copies of budgets, notice of any Assessments, or any other notices or statements provided under this Declaration by the Board of Directors to the Unit Owner;

(c) copies of any financial statements of the Association, which are distributed to the Unit Owners;

(d) copies of notices of meetings of the Unit Owners and the right to be represented at any such meetings by a designated representative;

(e) notice of damage in excess of $5,000.00 to or destruction of any Unit subject to the Mortgage or any damage to the Common Elements in excess of $10,000.00;

(f) notice of any pending or threatened condemnation or eminent domain proceedings with respect to any part of the Property;

(g) a notice that payment of the premium for the insurance on the Condominium is more than ten (10) days late and notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association or any entity responsible for managing the Condominium within sixty (60) days prior to any such lapse, cancellation or material modification;

(h) notice of any decision by the Board of Directors to terminate any management of the Property;

(i) notice of any proposed action, which would require the consent of Mortgagees pursuant to the Act or the Condominium Documents;

(j) the right to examine the books and records of the Association at any reasonable time and to audit the same at its sole cost;

(k) notice of any Assessment or any other charges levied by the Association against the Unit Owner which is more than sixty (60) days past due;

(l) notice of any judgment which is rendered against the Association; and

(m) the right to cure a default in the payment of any Assessment against the Unit Owner.

Unless otherwise stated, the above notices shall be in writing and shall be provided to the Mortgagee within a reasonable time after the occurrence of the event, which requires a notice to be given by the Association.

11.7 Restrictions on Actions of Association.

The Association may not take any of the following actions:

(a) encumber the Common Elements; or

(b) assign the future income of the Association, including its right to receive any Assessments.

No provision contained herein shall be deemed to limit the Association's power to grant any easements over the Common Elements.

11.8 Application and Effect.

The provisions of this Section XI shall supersede any inconsistent provision or provisions of this Declaration, the Bylaws or the Rules and Regulations; provided, however, that such provisions shall not be deemed to limit or expand the following:

(a) the right granted to the Declarant to subdivide or relocate the boundaries of Units;

(b) the rights of any Unit Owner and his Mortgagee with respect to matters solely affecting such Unit and/or Mortgage; and/or

(c) the exercise or termination of the right of the Declarant to expand the Condominium pursuant to this Declaration, which exercise or termination shall not require the consent of any Unit Owner or Mortgagee.

11.9 Amendment to Declaration.

No amendment to this Declaration shall affect the rights of a Mortgagee whose interest was recorded prior to the recording of any such amendment, unless Mortgagee consents in writing to the amendment.

11.10 Priority of First Mortgagees.

Except as otherwise provided by the Act, no provision of this Declaration or the Condominium Documents shall be construed to grant to any Unit Owner, or to any other party, any priority over any rights of holders of first Mortgages pursuant to their first Mortgages in case of the distribution to Unit Owners of insurance proceeds or condemnation awards for losses to, or a taking of, Units and/or the Common Elements or any portions thereof.

Section XII INSURANCE

12.1 Insurance.

The Association shall maintain fire and broad form extended coverage insurance on the Buildings and the Common Elements, including, but not limited to, any fixtures owned by the Association and the Unit Owners (but excluding the personal property of the Unit Owner), in an amount not less than the replacement value of the Buildings and the Common Elements from time to time, including endorsements for automatic changes in insurance coverage as fluctuating values may warrant, contingency endorsements covering nonconforming use, and a Special Condominium Endorsement. To the extent

reasonably possible, the insurance shall provide (i) that the insurer waives its rights of subrogation as to any claim against the Unit Owners, the Association, the Board of Directors and their respective servants and agents, and (ii) that the insurance cannot be canceled, invalidated or suspended on account of the conduct of any one or more of the Unit Owners, or the Association, or their servants, agents and guests, without sixty (60) days' prior written notice to the Association which gives the Association an opportunity to cure the defect within that time. All required insurance shall be issued by an insurance company with a minimum of a B general policyholder's rating and of a class III financial size category in the Best's Key Rating Guide. The amount of protection and the types of hazards to be covered shall be reviewed by the Association at least annually and the amount of coverage may be increased or decreased at any time it is deemed necessary by the Association to conform to the requirements of replacement value insurance. Any Mortgagee may receive an insurance certificate upon ten (10) days prior written notice. The insurance shall be obtained in the name of the Association as trustee for each of the Unit Owners and their respective Mortgagees.

12.2 Proceeds of Insurance

In the event of partial or total destruction of the Buildings and/or Common Elements and the Association determines to repair or reconstruct the buildings and/or Common Elements according to Section IX hereof and Section 1 of Article X of the Bylaws, the proceeds of such insurance shall be paid to the Association as trustee to be applied to the cost of repairing and reconstructing the particular building(s) and/or Common Element(s) which were damaged. If it is determined (according to Paragraph 9.1 of Section IX hereof and Section 1 of Article X of the Bylaws) not to reconstruct or repair any particular Building and/or Common Element, then the proceeds shall be distributed according to Paragraph 9.1 of Section IX hereof and Section 1 of Article X of the Bylaws.

12.3 Public Liability Insurance

The Association shall provide public liability insurance covering the Common Elements in such amounts as may be determined at the discretion of the Board of Directors from time to time; provided, however, the amount of coverage shall not be less than One Million Dollars ($1,000,000) per single occurrence. The insurance coverage shall preclude the insurer's denial of a Unit Owner's claim because of the negligent acts of the Association or any Unit Owner. The Association may also provide worker's compensation insurance and directors' and officers' liability insurance in such amounts as are determined by the Board of Directors to be necessary from time to time.

12.4 Fidelity Bonds

The Association shall provide a blanket fidelity bond for anyone who either handles or is responsible for funds held or administered by the Association. The bond shall name the Association as obligee and shall cover the maximum funds that will be in the custody of the Association. In no event shall the face value of the bond be for an amount less than the sum of three (3) months' Assessment plus any reserve funds held by the Association.

The bond shall include a provision, which calls for ten (10) days' written notice to the Association, the Unit Owners and any Mortgagee before the bond may be canceled or substantially modified. Any management agent which handles funds for the Association shall carry a fidelity bond with the same coverage as stated above.

12.5 Separate Insurance

Each Unit Owner shall be responsible for obtaining liability insurance for his own Unit and casualty insurance for his personal property.

Section XIII PROHIBITION ON PARTITION OF COMMON ELEMENTS

The percentage of the undivided interest in the Common Elements shall not be separated from the Unit to which it appertains. No Unit Owner shall execute any deed, mortgage, or other instrument affecting title to such Unit ownership without including therein both his interest in the Unit and its corresponding Allocated Interest in the Common Elements, it being the intention hereof to prevent any severance of such combined ownership.

Section XIV DISCLAIMER OF LIABILITY OF ASSOCIATION

14.1 Disclaimer.

Notwithstanding anything contained herein or in the Condominium Documents, the Association shall not be liable or responsible for, or in any manner a guarantor or insurer of, the health, safety or welfare of any Unit Owner, occupant or user of any portion of the Property, including, invitees, agents, servants, contractors or subcontractors, or for any property of any such persons. Without limiting the generality of the foregoing, each Unit Owner and each other person having an interest in or lien upon, or making a use of, any portion of the Property shall be bound by this Paragraph and shall be deemed to have automatically waived any and all rights, claims, demands and causes of action against the Association arising from or connected with any matter for which the liability of the Association has been disclaimed in this Section.

14.2 Parking Areas

Each Unit Owner shall be responsible for his personal property located in the parking areas or Limited Common Elements. Notwithstanding anything to the contrary contained in this Declaration, neither the Board of Directors, the Association, any Unit Owner nor the Declarant shall be (a) considered a bailee of any personal property of a Unit Owner stored in the Common Elements (including without limitation, property located in vehicles parked in the parking areas), whether exclusive possession of any particular area shall be given to any Unit Owner for parking purposes, or, (b) responsible for the security of such personal property or for any loss or damage thereto.

Section XV AMENDMENT TO DECLARATION

15.1 Amendment.

Except as otherwise provided by the Act, or in this Declaration, or except as necessary to reflect an exercise or termination of the Declarant's right to expand the Condominium (in which event the Declaration may be amended solely by the Declarant without the consent of any other party), this Declaration may be amended by the agreement of Unit Owners having at least seventy-five percent (75%) of the votes in the Association and in the manner provided by Section 703.09(2) of the Act. Any Unit Owner whose Unit is subject to a Mortgage shall first obtain his Mortgagee's written consent to the Unit Owner's vote in favor of or against any amendment on a form satisfactory to the Board of Directors. The failure of any Unit Owner or Mortgagee to respond to any notice of a proposed amendment within thirty (30) days after the notice is delivered to it, shall be deemed implied consent by the Unit Owner or the Mortgagee to any such amendment, provided the notice was delivered by certified or registered mail with return receipt requested. Copies of amendments shall be certified by the President and Secretary of the Association and shall be in a form suitable for recording. A copy of any amendment shall be recorded in the Office of the Register of Deeds of Ozaukee County, and such amendment shall be effective at the time it is recorded. A copy of the amendment shall be mailed or personally delivered to each Unit Owner at his address as stated on the Membership Roster. So long as the Declarant owns one or more Units, this Declaration shall not be amended in any manner that would prevent or unreasonably interfere with the sale, lease or other disposition of such Units.

15.2 Special Amendments.

Declarant, for as long as the Declarant shall have ownership in the Property or Condominium, or, when the Declarant no longer has an interest in the Property or Condominium, the Board of Directors shall have the right and power to record Special Amendments to this Declaration at any time and from time to time which amend this Declaration (a) to comply with requirements of the FNMA, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Association, the Veteran's Administration, or any other governmental agency or other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities or any institutional lender issuing a commitment to make Mortgage loans covering twenty percent (20%) or more of the Units, (b) to induce any of such agencies or entities to make, purchase, sell, insure, or guarantee Mortgages secured by any Unit, (c) to conform this Declaration with the requirements of the Act, or (d) to correct clerical or typographical errors in this Declaration or any Exhibit hereto or any supplement or amendment thereto. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Declarant to make or consent to a Special Amendment on behalf of each Unit Owner. Each deed, Mortgage or other evidence of obligation, or other instrument affecting a Unit and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power reserved to Declarant to make, execute and record Special Amendments. The

rights reserved to the Declarant under this Paragraph 15.2 shall terminate at such time as the Declarant no longer holds or controls title to any part of the Property, or ten (10) years from the date this Declaration is recorded, whichever first occurs.

15.3 Expansion.

Declarant expressly reserves the right to expand the Condominium to add a maximum of 15 (fifteen) additional buildings, with a maximum of six (6) units in each such building, which proposed units are identified for future expansion on the Plat. Any such expansion shall comply with Section 703.26 of the Act for a period not exceeding ten years from the recording of this Declaration.

Section XVI TERMINATION OF CONDOMINIUM

16.1 Termination of the Condominium.

The Condominium may be terminated upon the approval of a Termination Agreement by a unanimous vote of the Unit Owners holding one hundred percent (100%) of the votes in the Association. A Unit Owner whose Unit is subject to a Mortgage shall first obtain his Mortgagee's written consent to the vote. The Termination Agreement, which shall be executed by those who voted in favor of termination, shall include provisions relating to the use and maintenance of Common Elements after termination. The Termination Agreement shall also provide for the allocation and transfer of title to the Common Elements such that title to the Common Elements, other than the Limited Common Elements, shall be vested in the successors to the Unit Owners as tenants-in-common in proportion to their predecessor Unit Owner's Allocated Interest and title to Limited Common Elements shall be vested in the former Unit or Units to which they appertain, individually or as tenants-in-common, as the case may be. The termination agreement shall be recorded in the Office of the Register of Deeds for Ozaukee County.

Section XVII ADDITIONAL PROVISIONS

17.1 Rights of Action.

In the event any Unit Owner fails to comply with any provision of this Declaration or any Condominium Document, then the Declarant and/or the Association, in addition to any other rights or remedies they may have hereunder or at law or equity, shall be entitled to recover their actual attorneys' fees expended in enforcing compliance with this Declaration or the Condominium Documents by the Unit Owner.

17.2 Waiver

The failure of the Association to enforce any provision of this Declaration or any provision in the Condominium Documents, or to exercise any right or option, or to serve any notice or to institute any action, shall not be construed as a waiver by the Association.

17.3 Severability

The provisions contained herein shall be construed as independent and severable, and the invalidity or unenforceability of any provision or portion thereof shall not be deemed to impair or affect the validity or enforceability of the remainder of this Declaration, and in such event, all of the other provisions of this Declaration shall continue in full force and effect. Any conflict between any provision of any Condominium Document and the Act, or any questions regarding the interpretation of any Condominium Documents, shall be governed by the Act.

17.4 Captions

The captions and headings of various Sections and Paragraphs of this Declaration are for convenience only and are not to be construed as defining or limiting the scope or intent of the provisions thereof.

17.5 No Obligations

Nothing contained in the Condominium Documents shall be deemed to impose upon the Declarant or its successors or assigns any obligations of any nature to build, renovate or provide any improvements except to the extent required by the Act.

17.6 Number and Gender

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

17.7 Registered Agent

The registered agent for service of process shall be Bruce A. McIlnay, 1150 Washington Street, Grafton, WI 53024, or such other person or entity as maybe designated by the Board of Directors of the Association upon proper filing of such name with the Register of Deeds for Ozaukee County, Wisconsin, and with the Wisconsin Department of Financial Institutions.

[Signatures begin on following page]

IN WITNESS WHEREOF, Declarant on behalf of itself and the other Unit Owners of New Port Vista, a Condominium, has caused this Amended and Restated Declaration to be executed and to become effective upon its recording with the Register of Deeds for Ozaukee County, Wisconsin.

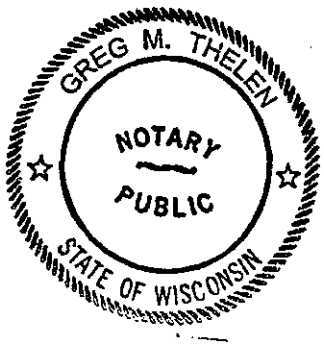
New Port Vista, Inc.
A Wisconsin corporation

By: Brett K. Miller, its Vice President

State of WISCONSIN)
) SS
County of MILWAUKEE)

Personally came before me this 25th day of September, 2009, the above-named Brett K. Miller, known to me as the person who executed the foregoing instrument and acknowledged the same.

(Print name here)
Notary Public, State of Wisconsin
My commission (is)(expires) 03.17.13



CONSENT OF MORTGAGEE

M&I Marshall & Ilsley Bank, NA.
A national banking association
First Mortgagee

By: _____
Austin J. Mautz
Its: Vice President

STATE OF WISCONSIN)
) SS
MILWAUKEE COUNTY)

Personally came before me this 28th day of September 2009, the above-named Austin J. Mautz, the Vice President of the M&I Marshall & Ilsley Bank, NA and acknowledged that he executed the foregoing instrument as such officer as the deed of such national banking association by its authority.

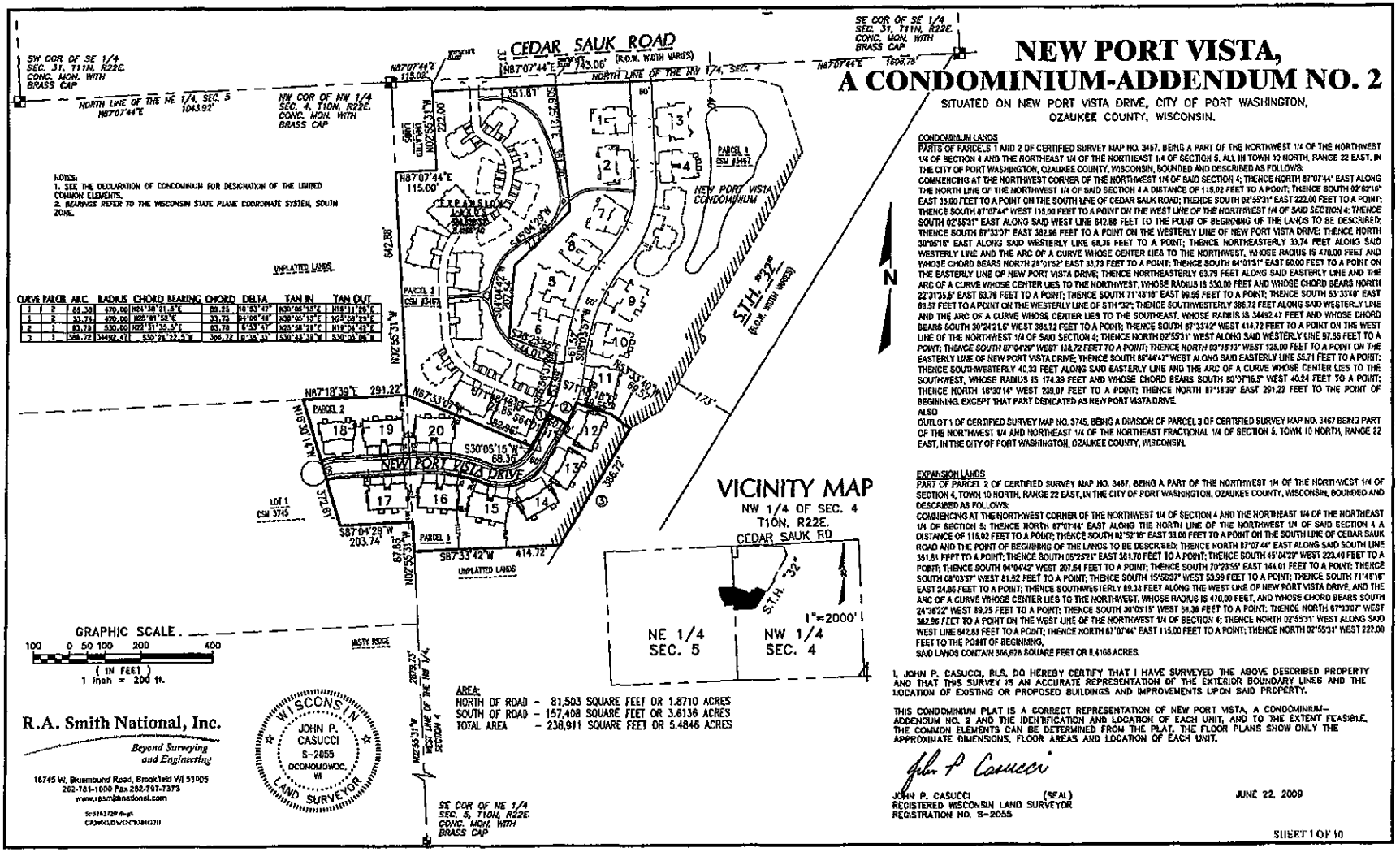
Colleen Smith
* Colleen Smith
(type or print name here)
Notary Public, State of Wisconsin
My Commission (is)(expires): 8-8-2010

This document was drafted by, and
after recording should be returned to:

Bruce A. McIlnay
McIlnay Schmitt & Button, Ltd.
1150 Washington Street
Grafton, WI 53024

NEW PORT VISTA, A CONDOMINIUM-ADDENDUM NO. 2

SITUATED ON NEW PORT VISTA DRIVE, CITY OF PORT WASHINGTON, OZAUKEE COUNTY, WISCONSIN.



NOTES:
1. SEE THE DECLARATION OF CONDOMINIUM FOR DESIGNATION OF THE LIMITED COMMON ELEMENTS.
2. BEARINGS REFER TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE.

CURVE	PARCEL	ARC	RADIUS	CHORD BEARING	CHORD	DELTA	TAN IN	TAN OUT
1	2	88.38	470.00	N24°38'21.8"E	88.25	10°46'47"	N30°05'15"E	N19°51'28"E
2	2	33.74	470.00	N28°01'52"E	33.73	4°06'48"	N30°05'15"E	N25°58'28"E
3	1	63.79	530.00	N22°31'35.5"E	63.75	6°53'47"	N25°58'28"E	N19°04'40"E
4	1	388.72	34492.47	S30°24'22.5"W	388.72	0°38'33"	S30°43'39"W	S30°05'06"W

VICINITY MAP

NW 1/4 OF SEC. 4
T10N, R22E.
CEDAR SAUK RD
STH "32"
1"=2000'
NE 1/4 SEC. 5
NW 1/4 SEC. 4

GRAPHIC SCALE
100 0 50 100 200 400
(IN FEET)
1 inch = 200 ft.

AREA:
NORTH OF ROAD - 81,503 SQUARE FEET OR 1.8710 ACRES
SOUTH OF ROAD - 157,408 SQUARE FEET OR 3.6136 ACRES
TOTAL AREA - 238,911 SQUARE FEET OR 5.4846 ACRES

CONDOMINIUM LANDS

PARTS OF PARCELS 1 AND 2 OF CERTIFIED SURVEY MAP NO. 3467, BEING A PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 4 AND THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 5, ALL IN TOWN 10 NORTH, RANGE 22 EAST, IN THE CITY OF PORT WASHINGTON, OZAUKEE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 4; THENCE NORTH 87°07'44" EAST ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 4 A DISTANCE OF 115.02 FEET TO A POINT; THENCE SOUTH 02°52'16" EAST 33.00 FEET TO A POINT ON THE SOUTH LINE OF CEDAR SAUK ROAD; THENCE SOUTH 02°55'31" EAST 222.00 FEET TO A POINT; THENCE SOUTH 87°07'44" WEST 115.00 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 4; THENCE SOUTH 02°55'31" EAST ALONG SAID WEST LINE 642.88 FEET TO THE POINT OF BEGINNING OF THE LANDS TO BE DESCRIBED; THENCE SOUTH 87°33'07" EAST 382.86 FEET TO A POINT ON THE WESTERLY LINE OF NEW PORT VISTA DRIVE; THENCE NORTH 30°05'15" EAST ALONG SAID WESTERLY LINE 68.36 FEET TO A POINT; THENCE NORTHEASTERLY 33.74 FEET ALONG SAID WESTERLY LINE AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTHWEST, WHOSE RADIUS IS 470.00 FEET AND WHOSE CHORD BEARS NORTH 28°01'52" EAST 33.73 FEET TO A POINT; THENCE SOUTH 64°01'31" EAST 60.00 FEET TO A POINT ON THE EASTERLY LINE OF NEW PORT VISTA DRIVE; THENCE NORTHEASTERLY 63.79 FEET ALONG SAID EASTERLY LINE AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTHWEST, WHOSE RADIUS IS 530.00 FEET AND WHOSE CHORD BEARS NORTH 22°31'35.5" EAST 63.75 FEET TO A POINT; THENCE SOUTH 71°48'18" EAST 99.55 FEET TO A POINT; THENCE SOUTH 53°33'40" EAST 69.57 FEET TO A POINT ON THE WESTERLY LINE OF STH "32"; THENCE SOUTHWESTERLY 386.72 FEET ALONG SAID WESTERLY LINE AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHEAST, WHOSE RADIUS IS 34492.47 FEET AND WHOSE CHORD BEARS SOUTH 30°24'22.5" WEST 386.72 FEET TO A POINT; THENCE SOUTH 87°33'42" WEST 414.72 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 4; THENCE NORTH 02°55'31" WEST ALONG SAID WESTERLY LINE 67.85 FEET TO A POINT; THENCE SOUTH 87°04'29" WEST 134.72 FEET TO A POINT; THENCE NORTH 02°15'13" WEST 125.00 FEET TO A POINT ON THE EASTERLY LINE OF NEW PORT VISTA DRIVE; THENCE SOUTH 86°44'47" WEST ALONG SAID EASTERLY LINE 55.71 FEET TO A POINT; THENCE SOUTHWESTERLY 40.33 FEET ALONG SAID EASTERLY LINE AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHWEST, WHOSE RADIUS IS 174.39 FEET AND WHOSE CHORD BEARS SOUTH 80°07'16.5" WEST 40.24 FEET TO A POINT; THENCE NORTH 16°30'14" WEST 238.07 FEET TO A POINT; THENCE NORTH 87°18'39" EAST 291.22 FEET TO THE POINT OF BEGINNING. EXCEPT THAT PART DEDICATED AS NEW PORT VISTA DRIVE.

ALSO

OUTLOT 1 OF CERTIFIED SURVEY MAP NO. 3745, BEING A DIVISION OF PARCEL 3 OF CERTIFIED SURVEY MAP NO. 3467 BEING PART OF THE NORTHWEST 1/4 AND NORTHEAST 1/4 OF THE NORTHEAST FRACTIONAL 1/4 OF SECTION 5, TOWN 10 NORTH, RANGE 22 EAST, IN THE CITY OF PORT WASHINGTON, OZAUKEE COUNTY, WISCONSIN.

EXPANSION LANDS

PART OF PARCEL 2 OF CERTIFIED SURVEY MAP NO. 3467, BEING A PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 4, TOWN 10 NORTH, RANGE 22 EAST, IN THE CITY OF PORT WASHINGTON, OZAUKEE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 4 AND THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 5; THENCE NORTH 87°07'44" EAST ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 4 A DISTANCE OF 115.02 FEET TO A POINT; THENCE SOUTH 02°52'16" EAST 33.00 FEET TO A POINT ON THE SOUTH LINE OF CEDAR SAUK ROAD AND THE POINT OF BEGINNING OF THE LANDS TO BE DESCRIBED; THENCE NORTH 87°07'44" EAST ALONG SAID SOUTH LINE 351.81 FEET TO A POINT; THENCE SOUTH 05°25'21" EAST 361.70 FEET TO A POINT; THENCE SOUTH 45°04'29" WEST 223.40 FEET TO A POINT; THENCE SOUTH 04°04'42" WEST 207.54 FEET TO A POINT; THENCE SOUTH 70°23'55" EAST 144.01 FEET TO A POINT; THENCE SOUTH 08°03'57" WEST 81.52 FEET TO A POINT; THENCE SOUTH 15°56'03" WEST 53.99 FEET TO A POINT; THENCE SOUTH 71°48'18" EAST 24.05 FEET TO A POINT; THENCE SOUTHWESTERLY 89.38 FEET ALONG THE WEST LINE OF NEW PORT VISTA DRIVE, AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTHWEST, WHOSE RADIUS IS 470.00 FEET, AND WHOSE CHORD BEARS SOUTH 24°36'22" WEST 89.25 FEET TO A POINT; THENCE SOUTH 30°05'15" WEST 68.36 FEET TO A POINT; THENCE NORTH 87°33'07" WEST 382.86 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 4; THENCE NORTH 02°55'31" WEST ALONG SAID WEST LINE 642.88 FEET TO A POINT; THENCE NORTH 87°07'44" EAST 115.00 FEET TO A POINT; THENCE NORTH 02°55'31" WEST 222.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAIN 366,928 SQUARE FEET OR 8.4168 ACRES.

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

THIS CONDOMINIUM PLAT IS A CORRECT REPRESENTATION OF NEW PORT VISTA, A CONDOMINIUM-ADDENDUM NO. 2 AND THE IDENTIFICATION AND LOCATION OF EACH UNIT, AND TO THE EXTENT FEASIBLE, THE COMMON ELEMENTS CAN BE DETERMINED FROM THE PLAT. THE FLOOR PLANS SHOW ONLY THE APPROXIMATE DIMENSIONS, FLOOR AREAS AND LOCATION OF EACH UNIT.

JOHN P. CASUCCI (SEAL)
REGISTERED WISCONSIN LAND SURVEYOR
REGISTRATION NO. S-2055

JUNE 22, 2009

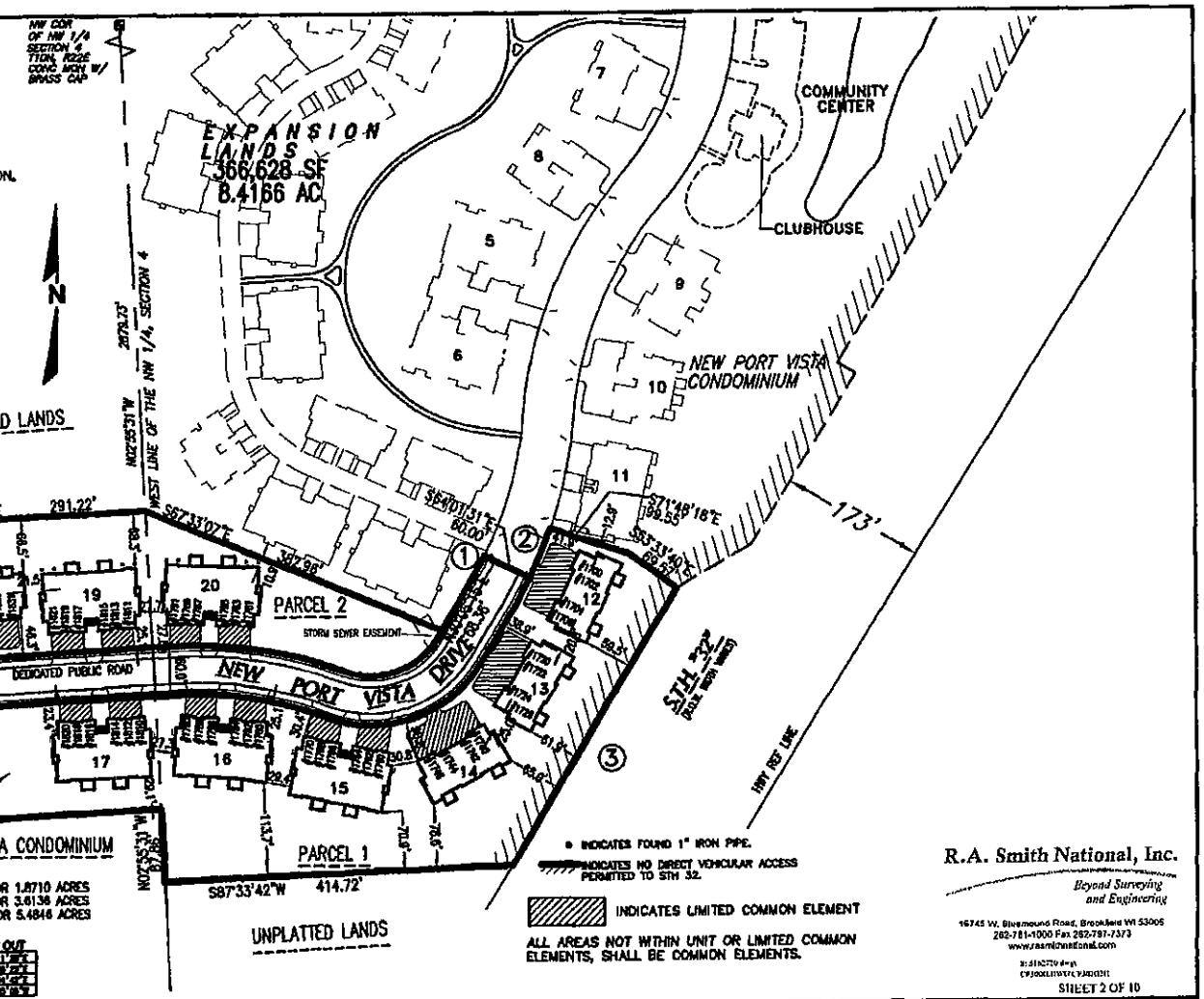
WISCONSIN JOHN P. CASUCCI S-2055 OCONOMOWOC, WI LAND SURVEYOR

R.A. Smith National, Inc.
Beyond Surveying and Engineering
16745 W. Bluemound Road, Brookfield WI 53005
262-781-1000 Fax 262-797-7373
www.rasmithnational.com

NEW PORT VISTA, A CONDOMINIUM- ADDENDUM NO. 2

SITUATED ON NEW PORT VISTA DRIVE, CITY OF PORT WASHINGTON, OZAUKEE COUNTY, WISCONSIN.

BUILDING	UNIT		ADDRESS	SHEET
12	1700	UPPER	1700 NEW PORT VISTA DRIVE	10
	1702	LOWER	1702 NEW PORT VISTA DRIVE	8
	1704	LOWER	1704 NEW PORT VISTA DRIVE	9
	1706	UPPER	1706 NEW PORT VISTA DRIVE	10
13	1720	UPPER	1720 NEW PORT VISTA DRIVE	3
	1722	LOWER	1722 NEW PORT VISTA DRIVE	4
	1724	LOWER	1724 NEW PORT VISTA DRIVE	4
	1726	UPPER	1726 NEW PORT VISTA DRIVE	3
14	1740	UPPER	1740 NEW PORT VISTA DRIVE	3
	1742	LOWER	1742 NEW PORT VISTA DRIVE	4
	1744	LOWER	1744 NEW PORT VISTA DRIVE	4
	1746	UPPER	1746 NEW PORT VISTA DRIVE	3
15	1760	UPPER	1760 NEW PORT VISTA DRIVE	7
	1762	LOWER	1762 NEW PORT VISTA DRIVE	5
	1764	UPPER/LOFT	1764 NEW PORT VISTA DRIVE	6
	1766	UPPER/LOFT	1766 NEW PORT VISTA DRIVE	8
	1768	LOWER	1768 NEW PORT VISTA DRIVE	5
	1770	UPPER	1770 NEW PORT VISTA DRIVE	7
16	1780	UPPER	1780 NEW PORT VISTA DRIVE	6
	1782	LOWER	1782 NEW PORT VISTA DRIVE	5
	1784	UPPER/LOFT	1784 NEW PORT VISTA DRIVE	8
	1786	UPPER/LOFT	1786 NEW PORT VISTA DRIVE	8
	1788	LOWER	1788 NEW PORT VISTA DRIVE	5
	1790	UPPER	1790 NEW PORT VISTA DRIVE	8
17	1810	UPPER	1810 NEW PORT VISTA DRIVE	6
	1812	LOWER	1812 NEW PORT VISTA DRIVE	5
	1814	UPPER/LOFT	1814 NEW PORT VISTA DRIVE	8
	1815	UPPER/LOFT	1815 NEW PORT VISTA DRIVE	8
	1816	LOWER	1816 NEW PORT VISTA DRIVE	5
	1820	UPPER	1820 NEW PORT VISTA DRIVE	6
18	1831	UPPER	1831 NEW PORT VISTA DRIVE	10
	1833	LOWER	1833 NEW PORT VISTA DRIVE	9
	1835	LOWER	1835 NEW PORT VISTA DRIVE	9
	1837	UPPER	1837 NEW PORT VISTA DRIVE	10
19	1811	UPPER	1811 NEW PORT VISTA DRIVE	6
	1813	LOWER	1813 NEW PORT VISTA DRIVE	5
	1815	UPPER/LOFT	1815 NEW PORT VISTA DRIVE	8
	1817	UPPER/LOFT	1817 NEW PORT VISTA DRIVE	8
	1819	LOWER	1819 NEW PORT VISTA DRIVE	5
	1821	UPPER	1821 NEW PORT VISTA DRIVE	6
20	1761	UPPER	1761 NEW PORT VISTA DRIVE	7
	1763	LOWER	1763 NEW PORT VISTA DRIVE	6
	1765	UPPER/LOFT	1765 NEW PORT VISTA DRIVE	8
	1767	UPPER/LOFT	1767 NEW PORT VISTA DRIVE	8
	1789	LOWER	1789 NEW PORT VISTA DRIVE	5
	1791	UPPER	1791 NEW PORT VISTA DRIVE	7



AREA:
NORTH OF ROAD – 81,503 SQUARE FEET OR 1.8710 ACRES
SOUTH OF ROAD – 157,408 SQUARE FEET OR 3.6136 ACRES
TOTAL AREA – 238,911 SQUARE FEET OR 5.4846 ACRES

CURVE	PARCEL	ARC	RADIUS	CHORD BEARING	CHORD	DELTA	TAN IN	TAN OUT
1	2	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
2	1	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
3	1	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

• INDICATES FOUND 1" IRON PIPE.

INDICATES NO DIRECT VEHICULAR ACCESS PERMITTED TO STH 32.

INDICATES LIMITED COMMON ELEMENT

ALL AREAS NOT WITHIN UNIT OR LIMITED COMMON ELEMENTS, SHALL BE COMMON ELEMENTS.

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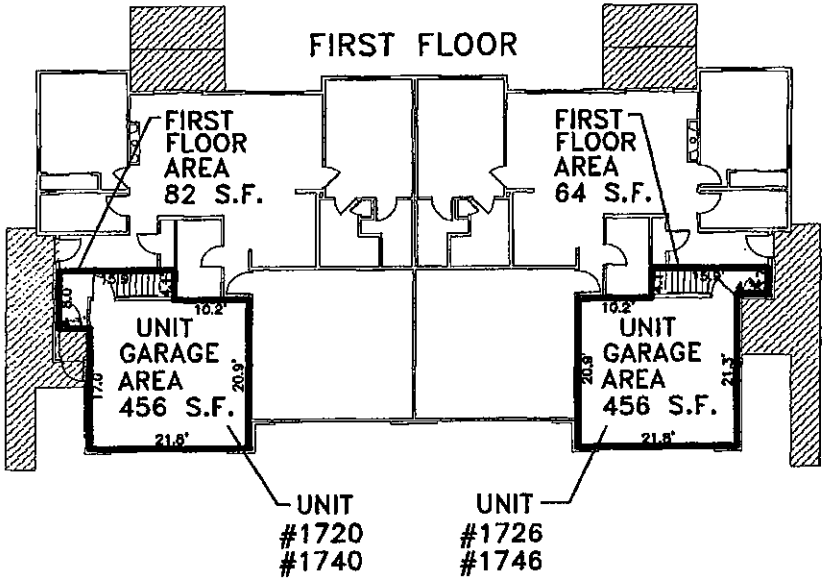
SHEET 2 OF 10

NEW PORT VISTA, A CONDOMINIUM-
ADDENDUM NO. 2

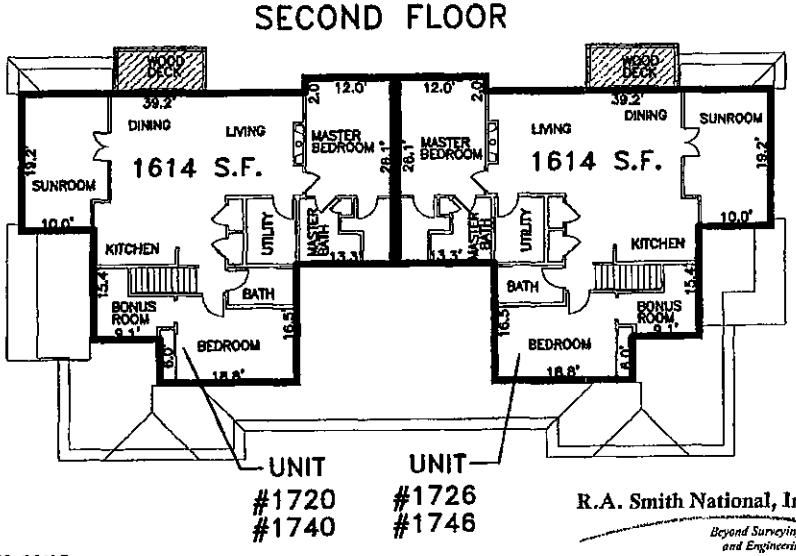
SITUATED ON NEW PORT VISTA DRIVE, CITY OF PORT WASHINGTON,
OZAUKEE COUNTY, WISCONSIN.

BUILDING 13 & 14



UNIT #1720, #1740
TOTAL AREA 2152 S.F.

UNIT #1726, #1746
TOTAL AREA 2134 S.F.



INDICATES LIMITED COMMON ELEMENT

THE DECLARANT RESERVES THE RIGHT TO CHANGE LOCATIONS OF INTERNAL WALLS, DOORS, AND OTHER FEATURES.

FLOORPLANS DO NOT REPRESENT AS-BUILT CONDITIONS.

THE COMMON ELEMENTS CONSIST OF THE ENTIRE CONDOMINIUM OTHER THAN THOSE AREAS DESIGNATED AS RESIDENTIAL UNITS OR LIMITED COMMON ELEMENTS.

GRAPHIC SCALE
6 0 3 6 12 24
(IN FEET)
1 inch = 12 ft.

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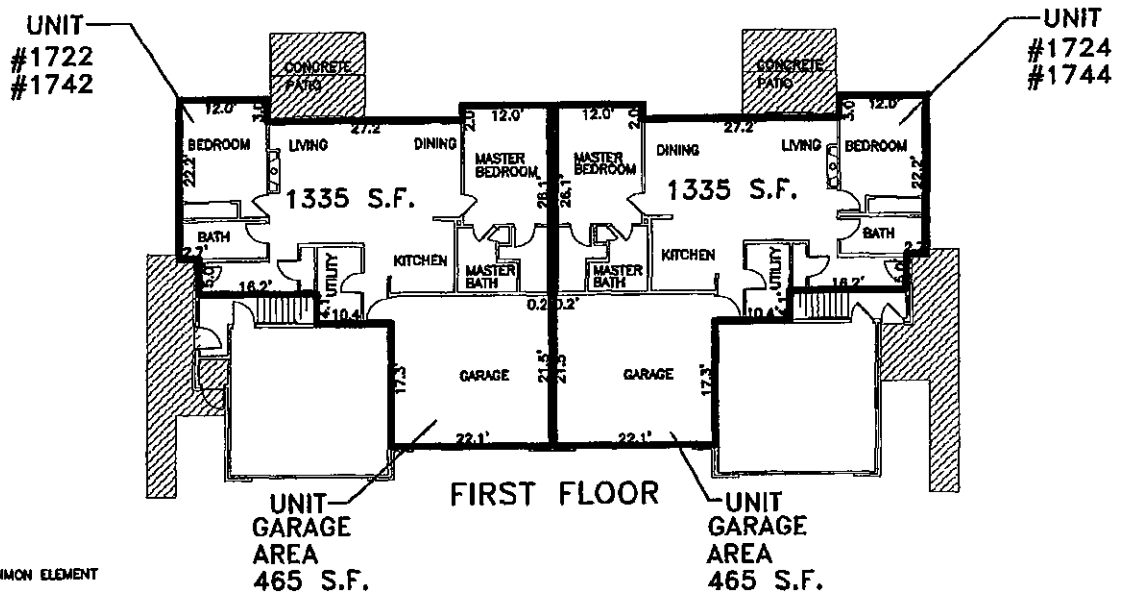
SHEET 3 OF 10

EXHIBIT B-2

NEW PORT VISTA, A CONDOMINIUM-
ADDENDUM NO. 2

BUILDING 13 & 14

SITUATED ON NEW PORT VISTA DRIVE, CITY OF PORT WASHINGTON,
OZAUKEE COUNTY, WISCONSIN.



INDICATES LIMITED COMMON ELEMENT

THE DECLARANT RESERVES THE RIGHT TO CHANGE LOCATIONS OF INTERNAL WALLS, DOORS, AND OTHER FEATURES.

FLOORPLANS DO NOT REPRESENT AS-BUILT CONDITIONS.

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UNIT #1722, #1742
TOTAL AREA 1800 S.F.
UNIT #1724, #1744
TOTAL AREA 1800 S.F.

GRAPHIC SCALE
8 0 3 6 12 24
(IN FEET)
1 inch = 12 ft.

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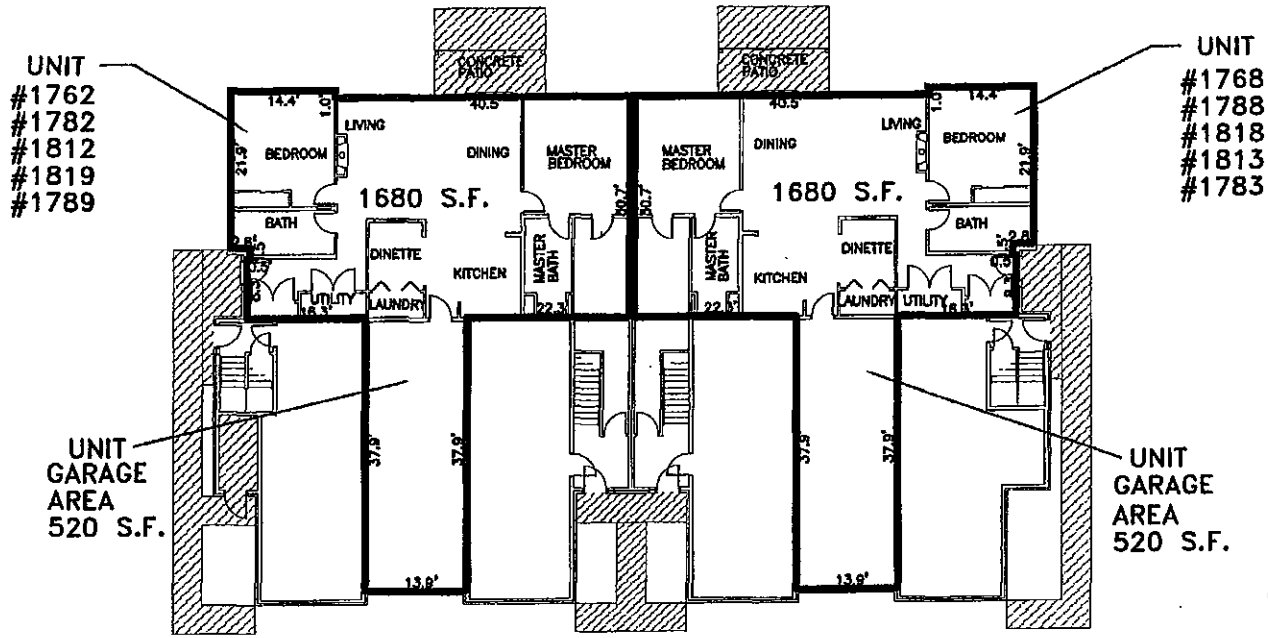
SHEET 4 OF 10

NEW PORT VISTA, A CONDOMINIUM-
ADDENDUM NO. 2

BUILDING 15,16,17,19 & 20

SITUATED ON NEW PORT VISTA DRIVE, CITY OF PORT WASHINGTON,
OZAUKEE COUNTY, WISCONSIN.



GRAPHIC SCALE
0 3 6 12 24
(IN FEET)
1 inch = 12 ft.

INDICATES LIMITED COMMON ELEMENT

FIRST FLOOR

THE DECLARANT RESERVES THE RIGHT TO CHANGE LOCATIONS OF INTERNAL WALLS, DOORS, AND OTHER FEATURES.

FLOORPLANS DO NOT REPRESENT AS-BUILT CONDITIONS.

THE COMMON ELEMENTS CONSIST OF THE ENTIRE CONDOMINIUM OTHER THAN THOSE AREAS DESIGNATED AS RESIDENTIAL UNITS OR LIMITED COMMON ELEMENTS.

UNIT #1768, #1788, #1818, #1813, #1783
TOTAL AREA 2200 S.F.
UNIT #1762, #1782, #1812, #1819, #1789
TOTAL AREA 2200 S.F.

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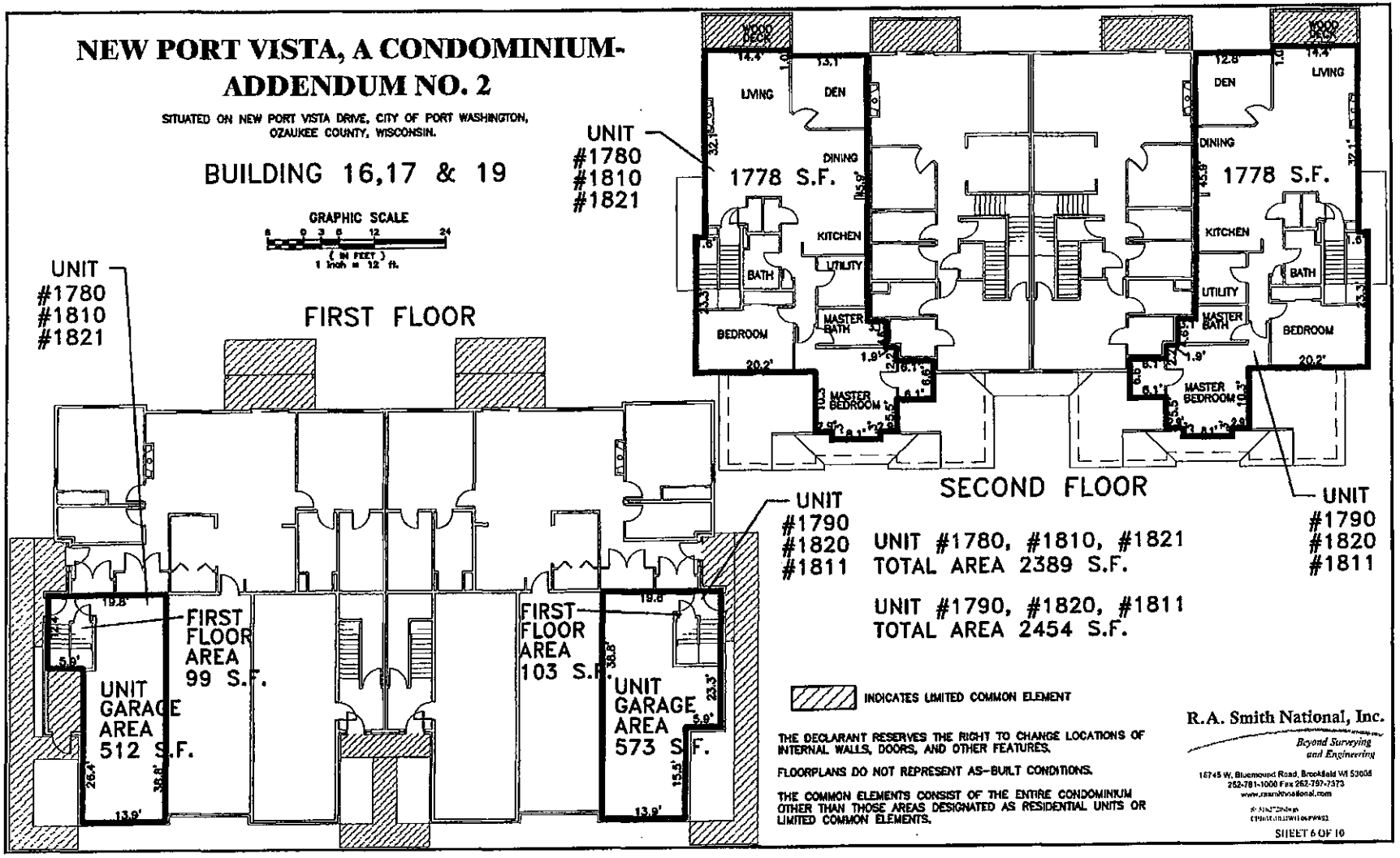
SHEET 5 OF 10

NEW PORT VISTA, A CONDOMINIUM-
ADDENDUM NO. 2

SITUATED ON NEW PORT VISTA DRIVE, CITY OF PORT WASHINGTON, OZAUKEE COUNTY, WISCONSIN.

BUILDING 16,17 & 19

GRAPHIC SCALE
6 0 3 6 12 24
(IN FEET)
1 inch = 12 ft.



UNIT #1780, #1810, #1821
TOTAL AREA 2389 S.F.

UNIT #1790, #1820, #1811
TOTAL AREA 2454 S.F.

INDICATES LIMITED COMMON ELEMENT

THE DECLARANT RESERVES THE RIGHT TO CHANGE LOCATIONS OF INTERNAL WALLS, DOORS, AND OTHER FEATURES.

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SHEET 6 OF 10

NEW PORT VISTA, A CONDOMINIUM-
ADDENDUM NO. 2

SITUATED ON NEW PORT VISTA DRIVE, CITY OF PORT WASHINGTON, OZAUKEE COUNTY, WISCONSIN.

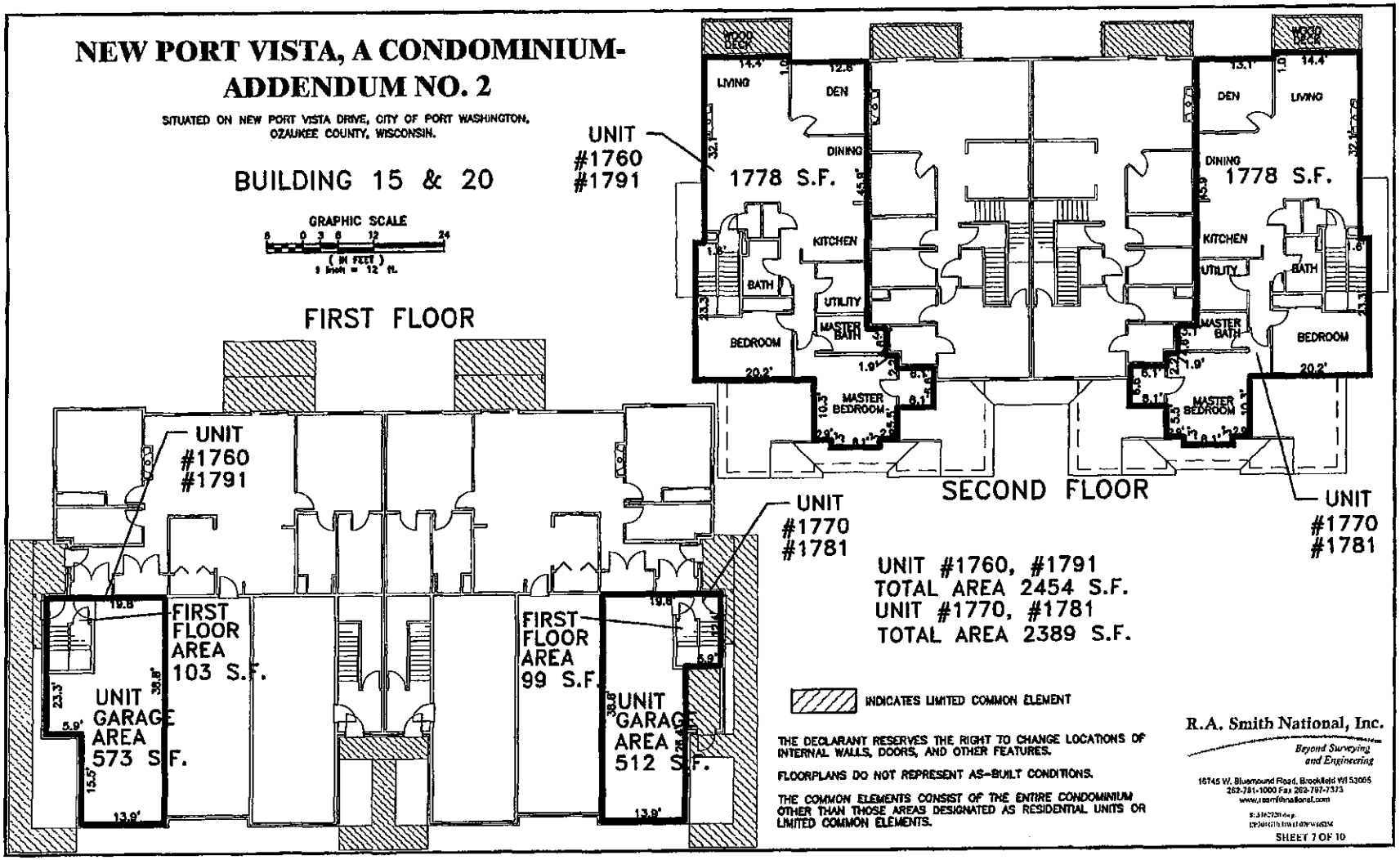
BUILDING 15 & 20

GRAPHIC SCALE

8 0 3 6 12 24

(IN FEET)

1 inch = 12 ft.



THE DECLARANT RESERVES THE RIGHT TO CHANGE LOCATIONS OF INTERNAL WALLS, DOORS, AND OTHER FEATURES.

FLOORPLANS DO NOT REPRESENT AS-BUILT CONDITIONS.

THE COMMON ELEMENTS CONSIST OF THE ENTIRE CONDOMINIUM OTHER THAN THOSE AREAS DESIGNATED AS RESIDENTIAL UNITS OR LIMITED COMMON ELEMENTS.

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SHEET 7 OF 10

NEW PORT VISTA, A CONDOMINIUM-
ADDENDUM NO. 2

SITUATED ON NEW PORT VISTA DRIVE, CITY OF PORT WASHINGTON, OZAUKEE COUNTY, WISCONSIN.

INDICATES LIMITED COMMON ELEMENT

THE DECLARANT RESERVES THE RIGHT TO CHANGE LOCATIONS OF INTERNAL WALLS, DOORS, AND OTHER FEATURES.

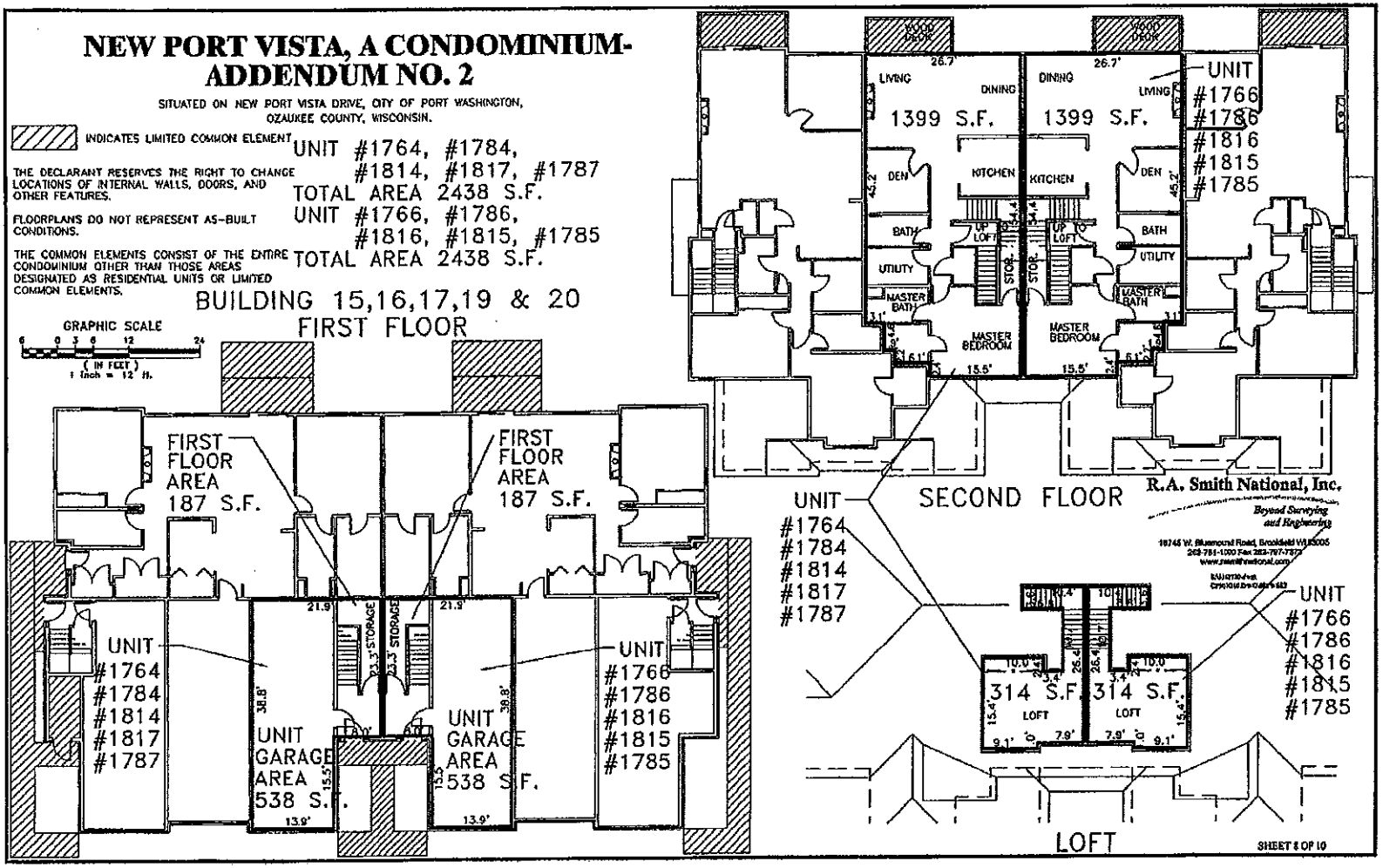
FLOORPLANS DO NOT REPRESENT AS-BUILT CONDITIONS.

THE COMMON ELEMENTS CONSIST OF THE ENTIRE CONDOMINIUM OTHER THAN THOSE AREAS DESIGNATED AS RESIDENTIAL UNITS OR LIMITED COMMON ELEMENTS.

UNIT #1764, #1784, #1814, #1817, #1787
TOTAL AREA 2438 S.F.
UNIT #1766, #1786, #1816, #1815, #1785
TOTAL AREA 2438 S.F.

BUILDING 15,16,17,19 & 20
FIRST FLOOR

GRAPHIC SCALE
6 0 3 6 12 24
(IN FEET)
1 inch = 12 ft.



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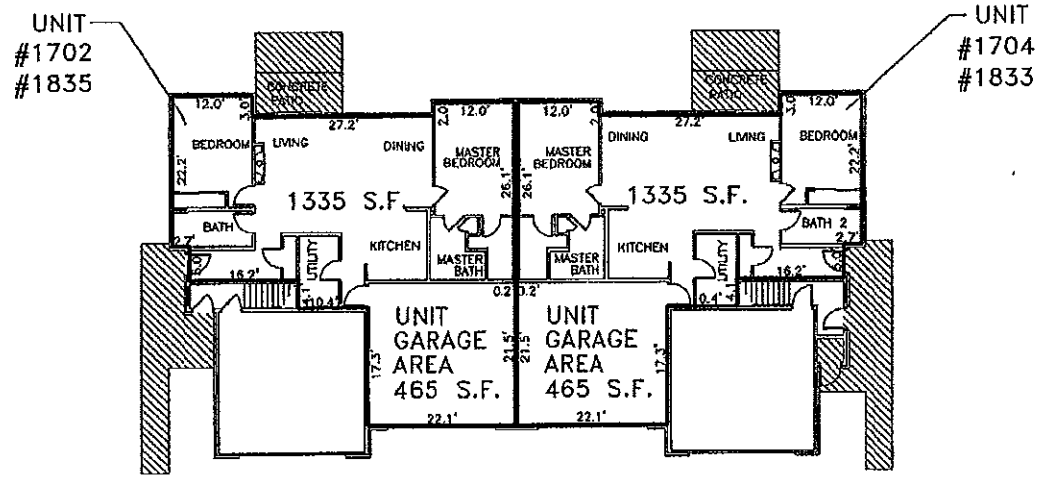
NEW PORT VISTA, A CONDOMINIUM-
ADDENDUM NO. 2

BUILDING 12 & 18

SITUATED ON NEW PORT VISTA DRIVE, CITY OF PORT WASHINGTON,
OZAUKEE COUNTY, WISCONSIN.



FIRST FLOOR

INDICATES LIMITED COMMON ELEMENT

THE DECLARANT RESERVES THE RIGHT TO CHANGE LOCATIONS OF INTERNAL WALLS, DOORS, AND OTHER FEATURES.

FLOORPLANS DO NOT REPRESENT AS-BUILT CONDITIONS.

THE COMMON ELEMENTS CONSIST OF THE ENTIRE CONDOMINIUM OTHER THAN THOSE AREAS DESIGNATED AS RESIDENTIAL UNITS OR LIMITED COMMON ELEMENTS.

UNIT #1702, #1835
TOTAL AREA 1800 S.F.
UNIT #1704, #1833
TOTAL AREA 1800 S.F.

GRAPHIC SCALE
6 0 3 6 12 24
(IN FEET)
1 inch = 12 ft.

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SHEET 9 OF 10

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NEW PORT VISTA, A CONDOMINIUM-
ADDENDUM NO. 2

SITUATED ON NEW PORT VISTA DRIVE, CITY OF PORT WASHINGTON,
OZAUKEE COUNTY, WISCONSIN.

BUILDING 12 & 18

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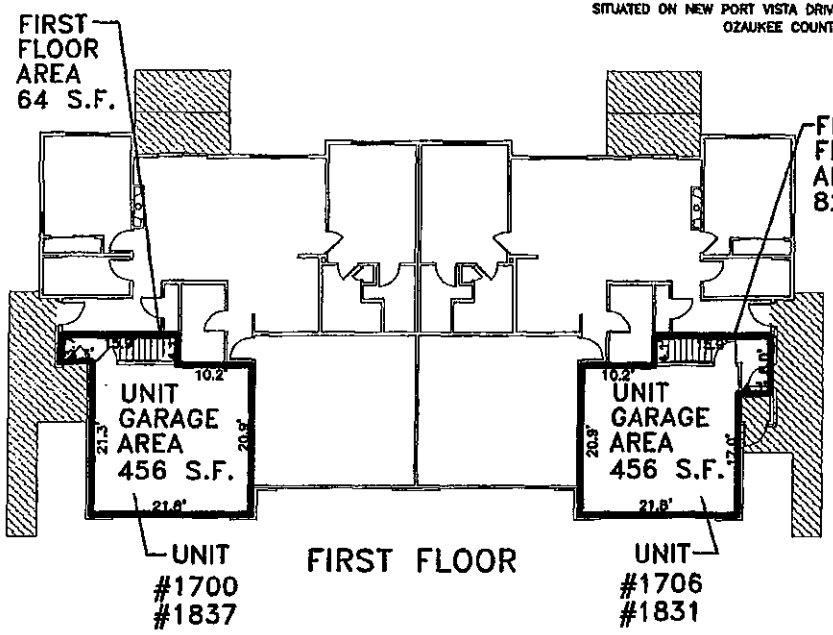
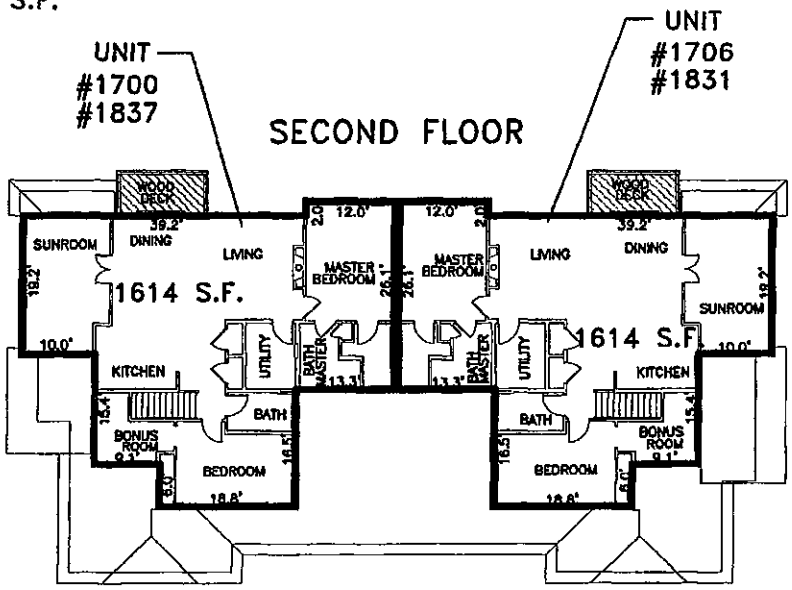


GRAPHIC SCALE
0 0 3 6 12 24
(IN FEET)
1 inch = 12' ft.



INDICATES LIMITED COMMON ELEMENT

THE DECLARANT RESERVES THE RIGHT TO CHANGE LOCATIONS OF INTERNAL WALLS, DOORS, AND OTHER FEATURES.

FLOORPLANS DO NOT REPRESENT AS-BUILT CONDITIONS.

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UNIT #1700, #1837
TOTAL AREA 2134 S.F.

UNIT #1706, #1831
TOTAL AREA 2152 S.F.

SHEET 10 OF 10

MERGER AGREEMENT

by and between

New Port Vista, a Condominium

and

New Port Vista 2, a Condominium

This Merger Agreement is made pursuant to the Condominium Ownership Act of the State of Wisconsin, Chapter 703, Wisconsin Statutes (hereinafter the "Act") as of September 30, 2009, by and between New Port Vista, a Condominium and New Port Vista 2, a Condominium, with **New Port Vista, a Condominium** being the Resultant Condominium.

RECITALS

New Port Vista, Inc. ("Declarant) recorded the Declaration of Condominium for New Port Vista, a Condominium, with the Register of Deeds for Ozaukee County, Wisconsin on December 28, 2004, as Document No. 08009047, and recorded the First Amendment to the Declaration with the Register of Deeds for Ozaukee County, Wisconsin, on December 21, 2006, as Document No. 0854796, (collectively the "Declaration") which subjected certain property in the City of Port Washington to the Act; and

Declarant is also the declarant of New Port Vista 2, a Condominium ("New Port Vista 2"), which consists of one unit of unimproved land of .2807 acres, which is immediately adjacent to New Port Vista, a Condominium; and

Declarant and the Unit Owners representing greater than 75% of the Voting Interests in NPV Condominium Association, Inc., desire to merge New Port Vista 2 into New Port Vista, a Condominium, to allow for a greater variety of buildings in Phase II of New Port Vista, a Condominium and an overall better site plan; and

Exhibit C

At a duly noticed special meeting of the NPV Condominium Association, Inc., held on January 21, 2009, the holders of greater than 75% of the allocated interests in New Port Vista, a Condominium, and the Declarant approved this Merger Agreement the Amended and Restated Declaration of New Port Vista, a Condominium, and a further Amendment to the Declaration following the merger to revise the Plat as shown in proposed Addendum 3 to the Plat of New Port Vista, a Condominium;

NOW, THEREFORE, the undersigned approve and adopt this Merger Agreement.

1. STATEMENT OF MERGER.

Pursuant to Wis. Stat. §703.275, the undersigned hereby consent to the merger of the New Port Vista 2 with and into New Port Vista, a Condominium. New Port Vista, a Condominium, shall be the Resultant Condominium and shall, for all purposes, be the legal successor of both of the merged condominiums. The operations and activities of the associations of Unit Owners of both of the merged condominiums are hereby merged into NPV CONDOMINIUM ASSOCIATION, INC., the successor nonstock nonprofit corporation, which shall hold all powers, rights, obligations, assets and liabilities of the pre-merger associations.

2. CONSENT.

Declarant certifies that this Merger Agreement, the Amended and Restated Declaration of the Resultant Condominium, and Addendum 2 to the Plat of New Port Vista, a Condominium, which depicts the Resultant Condominium, received the consent of Unit Owners required by the Act and the Condominium documents. In executing this Agreement, Declarant is acting on behalf itself and the other Unit Owners.

3. REALLOCATION OF INTERESTS IN COMMON ELEMENTS.

The merger will not change the allocated interests of the Unit Owners of New Port Vista, a Condominium. Following the merger, Declarant's allocated interest in single Unit of New Port Vista 2 shall cease to exist and the land contained in such Unit immediately prior to the merger shall become a Common Element of New Port Vista, a Condominium, and the Unit of unimproved land shall cease to exist.

On Behalf of Declarant:

New Port Vista, Inc.,
a Wisconsin corporation

Brett K. Miller, Vice President

STATE OF WISCONSIN)
) SS
COUNTY OF MILWAUKEE)

Personally came before me this 30 day of September, 2009, the above-named Brett K. Miller, known to me as the person who executed the foregoing instrument and acknowledged the same.

Greg Thelen
(Print name here)
Notary Public, State of Wisconsin
My commission (is)(expires) 03/17/13

GREG M. THELEN
NOTARY
PUBLIC
STATE OF WISCONSIN

On Behalf of NPV Condominium Association, Inc.

Craig A. Raddatz, President

STATE OF WISCONSIN)
) SS
COUNTY OF MILWAUKEE)

Personally came before me this 30 day of September, 2009, the above-named Craig A. Raddatz, known to me as the person who executed the foregoing instrument and acknowledged the same.

Greg Thelen
(Print name here)
Notary Public, State of Wisconsin
My commission (is)(expires) 03/17/13

GREG M. THELEN
NOTARY
PUBLIC
STATE OF WISCONSIN