9.6 Acts Affecting Insurance. No Owner or Occupant shall commit or permit any violation of covenants or agreements contained in any of the Association Insurance, or do or permit anything to be done, or keep or permit anything to be kept, or permit any condition to exist, which might (i) result in termination of any such policies, (ii) adversely affect the right of recovery thereunder, (iii) result in reputable insurance companies refusing to provide such insurance, or (iv) result in an increase in the insurance rate or premium over the premium which would have been charged in the absence of such violation or condition, unless, in the case of such increase, the Owner responsible for such increase shall pay the same. If the rate of premium payable with respect to the Association Insurance or with respect to any policy of insurance carried by any Owner shall be increased over the rate charged for the lowest-rated Unit, (i) by the size, design or composition of the Unit, (ii) by reason of anything done or kept in a Unit, or (iii) the failure of any Owner or Occupant to comply with Association Insurance requirements or (iv) the failure of any Owner or Occupant to comply with this Declaration or the Bylaws, then the particular Owner shall reimburse the Association for the resulting additional premiums. The Association reimbursement right is without prejudice to any other Association remedy, and may be enforced by special assessment against the particular Unit.

9.7 Exclusions From Coverage. Association Insurance coverage shall exclude (i) coverage on any personal property located within or pertaining to the exclusive use of a Unit except to the extent included as a standard coverage in the policy of Association Insurance; and (ii) liability coverage on a Owner, its guests, invitees, employees or any other Occupants of such Unit, arising out of any occurrences within a Unit and/or relating in any way to an Owner's personal property. It is the sole responsibility of each Owner to obtain such insurance coverage as are excluded from Association Insurance.

ARTICLE 10. EXPANSION OF CONDOMINIUM

10.1 Right to Expand. Declarant expressly reserves to itself, its successors and assigns, the right to expand the Condominium, without the consent or approval of any Unit Owner, at any time and from time to time on or prior to the expiration of seven (7) years from the date of recording this Declaration, by subjecting all or any portion of the Expansion Real Estate to this Declaration and by constructing thereon, no more than an additional sixteen (16) Units. Expansion may be effected in any number of Phases provided however the total number of Units shall not exceed the maximum above prescribed. Units constructed pursuant to expansion shall be of a generally consistent quality with the initial improvements and shall be substantially completed prior to annexation to the Condominium. DECLARANT SHALL BE UNDER NO OBLIGATION TO AND MAKES NO REPRESENTATION THAT IT WILL IN FACT

EXERCISE ITS RIGHTS TO EXPAND OR CONSTRUCT ANY PART OF ALL OF THE EXPANSION REAL ESTATE AS SUCH RIGHTS ARE RESERVED HEREIN, BUT IF SUCH EXPANSION TAKES PLACE, THEN THE UNITS ON THE EXPANSION REAL ESTATE AND THEIR OWNERS AND ANY COMMON AREAS CREATED THEREBY WILL BECOME SUBJECT TO ALL OBLIGATIONS, RESTRICTIONS AND BENEFITS OF THIS DECLARATION.

10.2 Effect of Expansion. Upon such expansion, the following adjustments shall be made:

10.2.1 Each Unit's Interest shall be expressed as the percentage equivalent of a fraction with the number one (1) as the numerator and the denominator being the total number of Units then subject to this Declaration.

10.2.2 The common surpluses and expenses of the Condominium shall be shared among the Owners of all Units according to their Interests in accordance with Article 3 as adjusted in the manner set forth above, or as otherwise specifically provided for herein.

10.2.3 Each Owner of a Unit shall be a member of the Association entitled to one vote for each Unit owned.

10.3 Method of Expansion. The right of expansion shall be exercised by recording in Ozaukee County, Wisconsin, amendments to this Declaration and the Plat and an amendment to each of the Exhibits to the Declaration. Amendments to the Exhibits and Plat shall show the location of the Buildings, Units, other improvements and Common Areas of that portion of the Expansion Real Estate being so subjected, in the same manner as shown on the original Plat.

10.4 Matters Related to Expansion.

10.4.1 Declarant reserves an easement over and across the Condominium, including paved portions of the General Common Areas for the benefit of the Expansion Real Estate for the purposes of construction, ingress and egress and for vehicular parking during construction. Declarant further reserves an easement across, under and through the General Common Areas for the benefit of the Expansion Real Estate for the purpose of installation, maintenance and replacement of underground utilities servicing the Expansion Real Estate.

10.4.2 If Declarant, its successors and assigns, shall determine at any time that it is desirable to coordinate utility services for the Expansion Real Estate with existing utility services for the Condominium, Declarant, its successors and assigns, may

connect utilities servicing the Expansion Real Estate to existing utilities.

10.4.3 Notwithstanding Article 11 of this Declaration, the easements set forth in this Article 10 may not be amended or terminated without the prior written express consent of Declarant or its successors and assigns.

10.5 Acknowledgement and Agreement. By acceptance of a deed of conveyance of a Unit from Declarant, the grantee of such Unit and each successor in title to such Unit or an interest therein shall, in the event of an expansion of the Condominium as provided above, be deemed to consent and agree to the expansion and all action taken by Declarant, or its successors and assigns, to effectuate the same, including but not limited to, the recording of amendments to the Declaration and Plat and the adjustment of the Interests appertaining to Units. Each grantee of a Unit and each successor in title to such Unit or an interest therein, constitutes and appoints Declarant, its successors and assigns, as its true and lawful attorney to execute, deliver and record on behalf of the grantee and each successor in title to such Unit or an interest therein, such amendments and such other instruments, if any, as may be required to effectuate the expansion.

ARTICLE 11. AMENDMENT OF DECLARATION

11.1 General. Except as otherwise provided herein, this Declaration may be amended only by the written consent of Owners representing at least sixty-seven percent (67%) or more of the total allocated votes of the Association. An Owner's written consent is not effective unless approved by its Mortgagee, if any. Amendments shall be prepared and executed by the President of the Association and shall become effective when recorded in the Office of the Register of Deeds for Ozaukee County, Wisconsin. No action to challenge the validity of an amendment shall be commenced more than one (1) year after the amendment is recorded. No amendment shall adversely affect a special right reserved to Declarant without Declarant's written consent.

11.2 Material Amendments. Amendments of a material nature, in addition to requiring the consent of at least 67% of the total allocated votes in the Association, shall also require approval by 67% of Mortgagees. A change to any provision of this Declaration related to the following matters is defined as "material":

11.2.1 voting rights;

11.2.2 increases in assessments which exceeds 25% of the previously assessed amount, assessment liens, or the priority of assessment liens;

11.2.3 reductions in reserves for maintenance, repair, and replacement of common areas;

11.2.4 responsibility for maintenance and repairs;

11.2.5 reallocation of Interests in the General or Limited Common Areas, or rights to their use;

11.2.6 redefinition of any Unit boundaries;

11.2.7 convertibility of Units into Common Areas or vice versa;

11.2.8 expansion or contraction of the project, or the addition, annexation, or withdrawal of property to or from the project other than as contemplated in Article 10;

11.2.9 insurance or fidelity bond requirements;

11.2.10 further imposition of restrictions on leasing of Units;

11.2.11 imposition of any restrictions on a Unit Owner's right to sell or transfer his or her Units;

11.2.12 a decision by the Association to establish self-management when professional management had been required previously by the project's documents or by an eligible mortgage holder;

11.2.13 restoration or repair of the project (after damage or partial condemnation) in a manner other than that specified in the documents;

11.2.14 any action or omission serving to abandon or terminate the legal status of the project whether after substantial destruction or condemnation or otherwise;

11.2.15 any provisions that expressly benefit mortgage holders, insurers, or guarantors.

ARTICLE 12. RIGHTS OF MORTGAGE HOLDERS

12.1 Notice. Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor of a Unit mortgage and the Unit number or address, any such mortgage holder, insurer or guarantor will be entitled to timely written notice of:

12.1.1 Any condemnation or casualty loss that affects either a material portion of the Condominium or the Unit securing its mortgage;

12.1.2 Any thirty (30) day delinquency in the payment of assessments owed by the Owner of the Unit on which it holds a mortgage or any breach of the provisions of any instrument or rule governing the Condominium which is not cured by such Owner within thirty (30) days of such Owner's receipt of notice of such breach;

12.1.3 A lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and

12.1.4 Any proposed action that requires the consent of a specified percentage of eligible mortgage holders as specified below or in Article 11 hereof.

12.2 Mortgagee Acquisition of Unit. A Mortgagee acquiring title to a Unit pursuant to remedies provided in its mortgage or by a deed in lieu of foreclosure following an Owner's default under the mortgage shall not be liable for such Unit's unpaid assessments accruing prior to the Mortgagee's acquisition of title to the Unit (except to the extent that any uncollected assessments may be included in any subsequent budget or revision to a budget).

12.3 Other Provisions. Mortgagees shall also be afforded the following rights:

12.3.1 Any restoration or repair of the Condominium after a partial condemnation or damage due to an insurable hazard, shall be performed substantially in accordance with this Declaration and the original plans and specifications with all proceeds of insurance or condemnation applied to restoration, unless other action is approved by at least 67 percent (67%) of Mortgagees.

12.3.2 Any election to terminate, partition or subdivide the Condominium and/or abandon, partition, subdivide, encumber, sell or transfer Common Areas (except as to granting of easements for utilities or other purposes) and/or partition or subdivide any Unit, requires approval of 67 percent (67%) of Mortgagees.

12.4 Condominium Instruments. The Association shall make available to Owners and to holders, insurers or guarantors of any mortgage of a Unit, current copies of the Condominium Documents and the books, records and financial statements of the Association. "Available" means available for inspection, upon request, during

normal business hours or under other reasonable circumstances. "Mortgage" as used in this Declaration includes a land contract for a Unit.

12.5 Audited Statements. If the Condominium contains less than fifty (50) Units, any Mortgagee shall be allowed to have an audited statement for the preceding fiscal year of the Association prepared at the requesting Mortgagee's expense. If the number of Units in the Condominium is equal to or exceeds fifty (50) Units, the Association shall have an audited statement for the preceding fiscal year of the Association prepared within one hundred twenty (120) days of the end of the Association's fiscal year, at Association expense. Upon written request of any Mortgagee, or insurer or guarantor of a first mortgage secured by a Unit, a copy of such statement shall be provided.

ARTICLE 13. FURTHER RIGHTS OF DECLARANT

13.1 Control of Association. Declarant shall have the right to appoint and remove directors of the Association pending the occurrence of the events set forth in this Section 13.1. For purposes of determining the following percentages, 100% shall be deemed to equal 24 Interests until such time as Declarant's rights to expand the Condominium under Article 10 expire.

13.1.1 Prior to conveyance of 25 percent (25%) of the Interests to purchasers, the Association shall hold a meeting and the Owners other than Declarant shall elect at least 25 percent (25%) of the Board of Directors.

13.1.2 Prior to conveyance of 50 percent (50%) of the Interests to purchasers, the Association shall hold a meeting and the Owners other than Declarant shall elect at least 33 1/3 percent (33 1/3%) of the Board of Directors which may include the Director elected under 13.1.1 above. For example, if the Board is comprised of three (3) Directors, the election of one director pursuant to 13.1.1 shall also satisfy the requirements of this subsection and no additional special meeting need be held nor additional director elected under this 13.1.2.

13.1.3 Upon the earlier to occur of the expiration of (i) five (5) years from the date that the first Unit is conveyed to any person other than Declarant, or (ii) thirty (30) days after the conveyance of 75 percent (75%) of the Interests to purchasers, all remaining Directors appointed by Declarant shall tender their resignations and the Unit

Owners, including Declarant, shall elect replacements to such Directors.

13.2 Other Rights. Pending the sale of all Units in the Condominium, Declarant or its successors and assigns, acting alone:

13.2.1 may, but shall not be obligated to, manage and operate the Condominium in accordance with this Declaration, including the right to contract for professional management of the Condominium;

13.2.2 may use the General Common Areas and any unsold Units on the Condominium in any manner as may facilitate the sale or leasing of all Units including, but not limited to, in connection therewith, maintaining a sales and/or rental office or offices and models and showing the Condominium or maintaining signs;

13.2.3 shall have the right to (i) grant easements upon, over, through and across the General Common Areas as may be required for furnishing any kind of utility services, including cable television or master antenna service, which easements may be granted to itself or any other person or entity and/or as may be necessary for excavation and construction of any of the Units and (ii) grant easements upon, over, through or across the General Common Areas for ingress and egress to and from the Condominium and other real property adjacent to it; and

13.2.4 shall have the right to make alterations and changes to the design or exterior materials of any Unit or part thereof during construction.

ARTICLE 14. REMEDIES FOR VIOLATION BY OWNER

If any Owner or Occupant fails to comply with the Act, this Declaration or the Bylaws, such Owner shall be liable for damages or any other remedy provided by the Bylaws or subject to injunctive relief, or all of the above, as a result of such noncompliance, by the Association or in a proper case, by an aggrieved Owner.

ARTICLE 15. SERVICE OF PROCESS

Service of process shall be made on MIBEF, 100 East Wisconsin Avenue, Milwaukee, Wisconsin 53202. Any change in the person or location for the service of process designated by the Association shall become effective upon the recording of notice

thereof in the Office of the Register of Deeds for Ozaukee County, Wisconsin.

ARTICLE 16. EASEMENTS

16.1 Right of Entry. A right of entry to the Units is reserved to the Association and its agents to service utility installations provided request for entry is made in advance and at a convenient time for the Owner. In case of emergency, entry of a Unit may be made immediately, whether the Owner or Occupant of the Unit is or is not present and without liability to the Association or its agents. Any damage or loss caused as a result of such emergency entry shall be at the sole expense of the Owner if, in the reasonable judgment of those authorizing the entry, such entry was for emergency purposes.

16.2 Encroachments. If any portion of the Common Areas encroaches upon a Unit or any Unit encroaches upon the Common Areas or upon any other Unit or if any utility lines encroach upon either the Common Areas or a Unit, a valid easement for the encroachment and maintenance of same shall exist for the duration of the encroachment. Minor encroachments of parts of the Common Areas and utility lines due to reconstruction of part or all of a Unit shall be permitted and an easement for such encroachments and the maintenance thereof is prospectively reserved.

16.3 Further Easements. The Association may grant easements over and through the General Common Areas for such purposes as the Association deems reasonable for the benefit of the Unit Owners.

ARTICLE 17. CONSTRUCTION AND EFFECT

17.1 Number and Gender. Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

17.2 Captions. The captions and article and section headings in this Declaration are intended for convenience and reference only and in no way define or limit the scope or intent of the various provisions hereof.

17.3 Severability. If any portion of this Declaration or its application to any person or circumstance is held to be invalid or unenforceable, the remainder of this Declaration, or the application of such provision, or any part thereof, to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby. The remainder of this Declaration shall be valid, and enforced, to the fullest extent permitted by law.

17.4 Successors and Assigns. All specially reserved rights and benefits in favor of Declarant under this Declaration shall inure only to the benefit of and be binding upon "Declarant's successors and assigns" as such term is defined in this section 17.4. References in this Declaration to "Declarant's successors and assigns" shall be deemed to refer only to a person or entity to whom Declarant expressly assigns all of said rights and benefits by an instrument in writing specifically identifying the rights and benefits so assigned which is recorded in the Office of the Register of Deeds of Ozaukee County, Wisconsin.

Executed at Milwaukee, Wisconsin, this 1 day of July, 1996.

WHISPERING PINES INVESTMENTS, LLC

By: Daniel L. Johnson
Daniel L. Johnson, Member

AUTHENTICATION

Signature of Daniel L. Johnson authenticated this 1 day of July, 1996.

Paul G. Hoffman
Notary Public, State of Wisconsin
My commission is permanent.

This instrument was drafted by
and should be returned to:

Paul G. Hoffman
MICHAEL, BEST & FRIEDRICH
100 E. Wisconsin Avenue, #3300
Milwaukee, WI 53202-4108

r:\xf\client\95291\0002\kla1716\06/27/96

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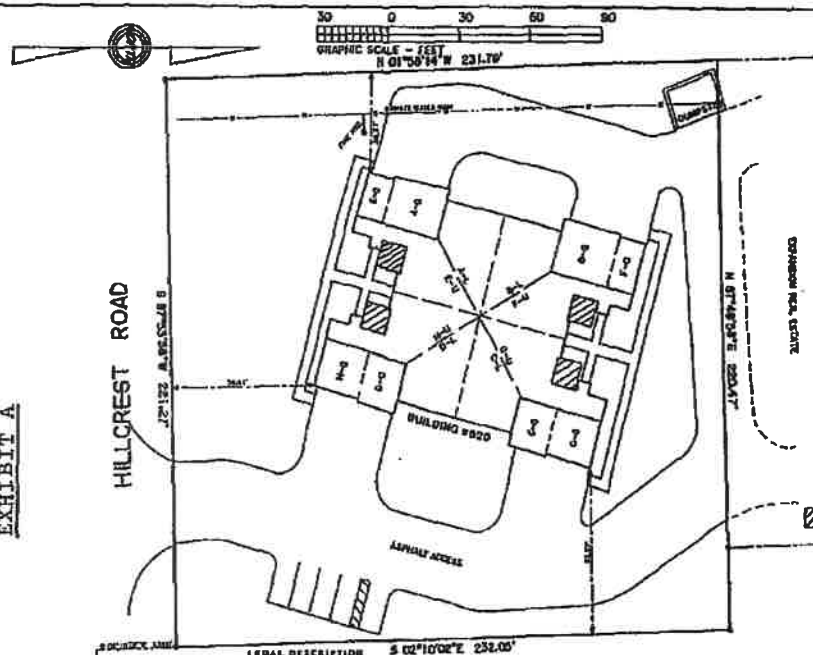
EXHIBIT A



LEGAL DESCRIPTION

A TRACT OF LAND IN THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 26, TOWN 11 NORTH, RANGE 21 EAST, IN THE VILLAGE OF SAUKVILLE, COUNTY OF OZAUKEE, STATE OF WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTH 1/4 CORNER OF SAID SECTION;

THENCE South 87 degrees 53 minutes 38 seconds West for a distance of 814.27 feet, ALONG THE SOUTH LINE OF SAID 1/4 SECTION, TO A POINT;

THENCE North 02 degrees 10 minutes 08 seconds West for a distance of 33.00 feet, TO A POINT ON THE NORTH LINE OF HILLCREST ROAD AND THE POINT OF BEGINNING;

THENCE South 87 degrees 53 minutes 38 seconds West for a distance of 200.47 feet, ALONG SAID NORTH LINE, TO A POINT;

THENCE North 01 degrees 58 minutes 14 seconds West for a distance of 231.79 feet, TO A POINT;

THENCE North 87 degrees 49 minutes 52 seconds East for a distance of 198.47 feet, TO A POINT;

THENCE South 02 degrees 10 minutes 08 seconds East for a distance of 231.05 feet, TO THE POINT OF BEGINNING

Together with and subject to covenants, easements, and restrictions of record.

Said property contains 1.10 acres more or less

PLAT OF
WHISPERING PINES CONDOMINIUM

BEING A PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 26, TOWN 11 NORTH, RANGE 21 EAST, IN THE VILLAGE OF SAUKVILLE, COUNTY OF OZAUKEE, STATE OF WISCONSIN.

SURVEYOR'S CERTIFICATE:

STATE OF WISCONSIN)
COUNTY OF RACINE)ss

I, PETE L. BAILEY, Registered Land Surveyor, do hereby certify:

THAT I have surveyed the property described hereon and that this survey accurately represents the exterior boundary lines and the location of improvements on said property. This plat is a correct representation of WHISPERING PINES CONDOMINIUM and the identification and location of each building, unit and common area can be determined from the plat.

DATED THIS 12TH DAY OF JUNE, 1996.

Pete L Bailey

AMERICAN SURVEYING COMPANY, INC.
PETE L. BAILEY, R.L.S NO. 1396

NOTE: The Common Areas include the entire Condominium, excepting the Units. Certain Common Areas are Limited Common Area.

DENOTES Limited Common Area.
Limited Common Area for the Lower Unit is the Patio and other areas defined in the Declaration.
Limited Common Area for the Upper Unit is the Deck and other areas defined in the Declaration.

LEGEND:

"U" - Denotes Upper Unit
"L" - Denotes Lower Unit
"G" - Denotes Garage

WISCONSIN

AMERICAN SURVEYING COMPANY, INC.
22207 C T H "H"
FRANKSVILLE, WISCONSIN 53126
TEL NO (414) 835-4714

SHEET 9 OF 9

EXHIBIT B

Unit Addresses

The address for Building One is 620 Hillcrest, Saukville, Wisconsin 53080. The eight individual Units within Building One are designated "A" - "H", inclusive.

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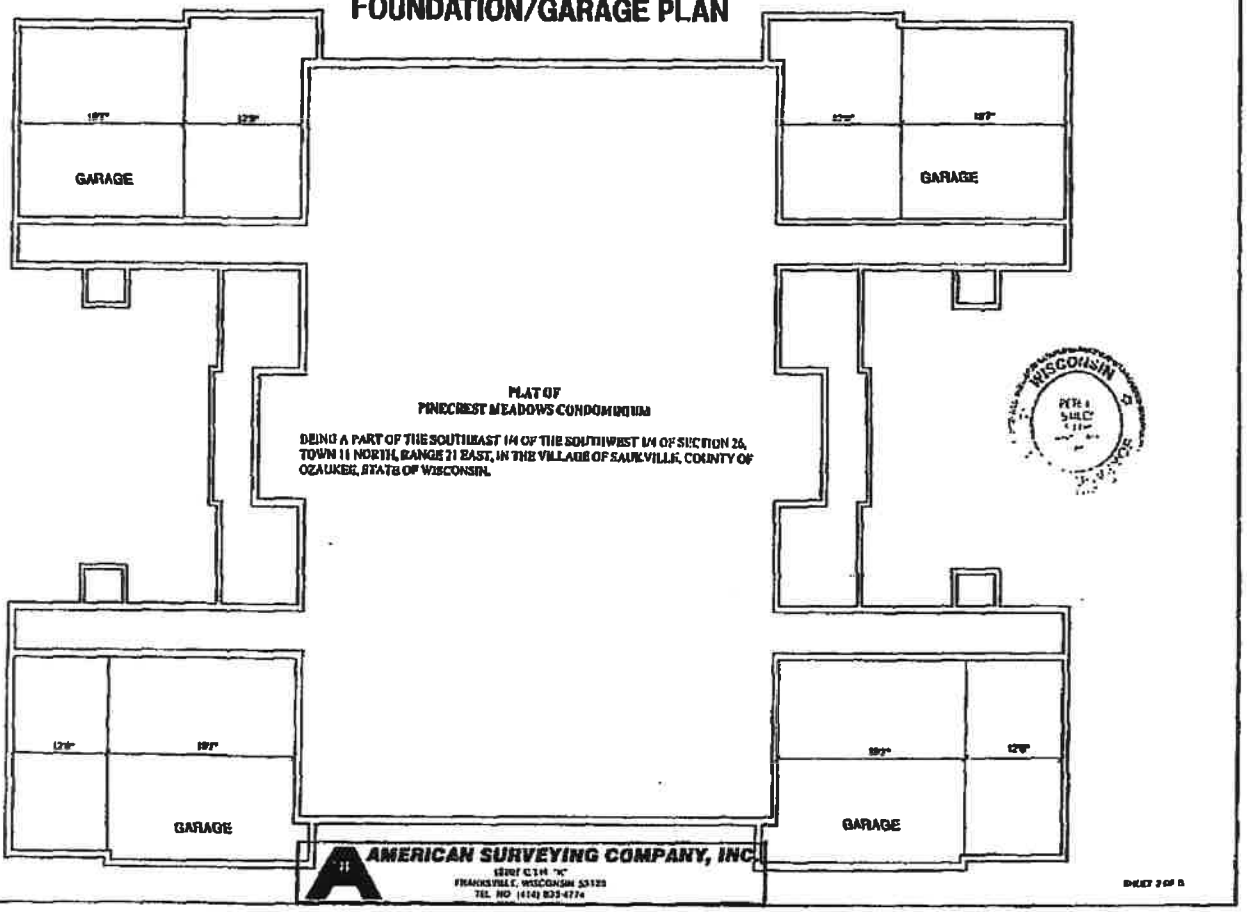
EXHIBIT C-1

FOUNDATION/GARAGE PLAN



PLAT OF
PINECREST MEADOWS CONDOMINIUM

BEING A PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 26, TOWN 11 NORTH, RANGE 21 EAST, IN THE VILLAGE OF SAUKVILLE, COUNTY OF OZAUKEE, STATE OF WISCONSIN.

WISCONSIN

AMERICAN SURVEYING COMPANY, INC.

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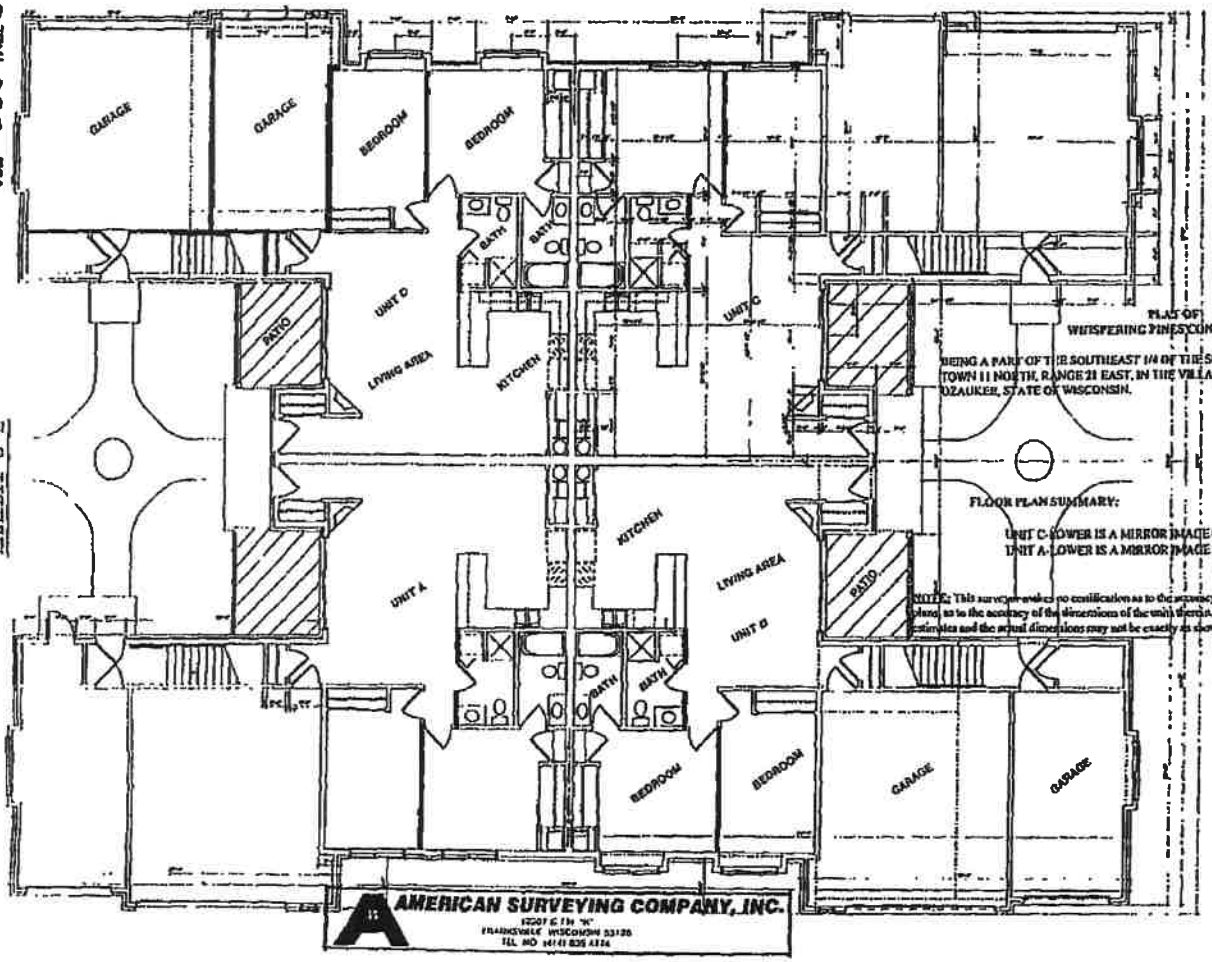
EXHIBIT C-2

1ST FLOOR (LOWER) PLAN



PLAT OF
WHISPERING PINES CONDOMINIUM

BEING A PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 26, TOWN 11 NORTH, RANGE 21 EAST, IN THE VILLAGE OF SAUKVILLE, COUNTY OF OZAUKEE, STATE OF WISCONSIN.

FLOOR PLAN SUMMARY:

UNIT C-LOWER IS A MIRROR IMAGE OF UNIT D-LOWER
UNIT A-LOWER IS A MIRROR IMAGE OF UNIT B-LOWER

NOTE: This surveyor makes no certification as to the accuracy of the diagrammatical floor plans, as to the accuracy of the dimensions of the units therein. The dimensions shown are estimates and the actual dimensions may not be exactly as shown.

SHEET 3 OF 6

AMERICAN SURVEYING COMPANY, INC.

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2ND FLOOR (UPPER) PLAN

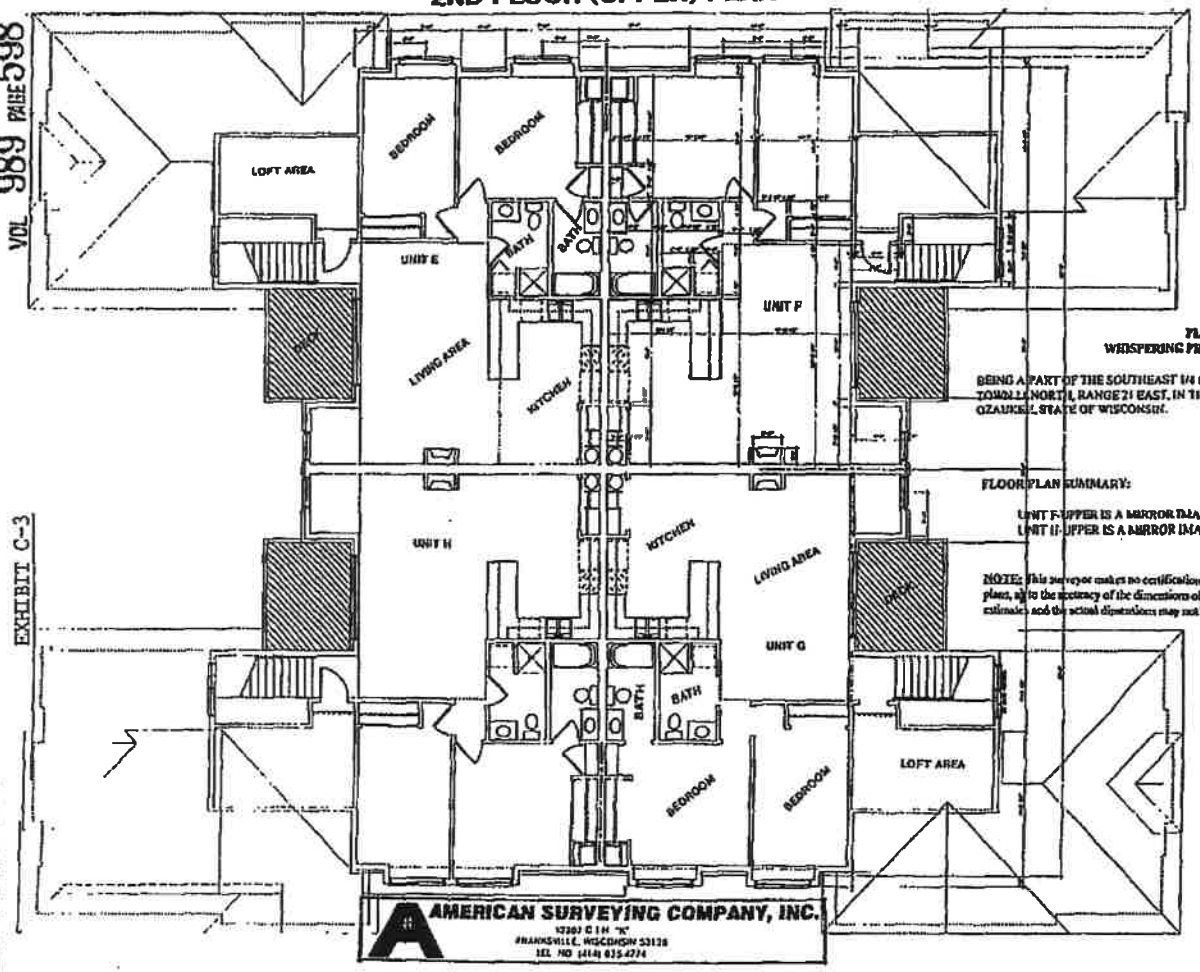

EXHIBIT C-3

PLAT OF
WHISPERING PINES CONDOMINIUM

BEING A PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 26, TOWNSHIP NORTH, RANGE 21 EAST, IN THE VILLAGE OF SAUKVILLE, COUNTY OF OZAUKEE, STATE OF WISCONSIN.

FLOOR PLAN SUMMARY:

UNIT F-UPPER IS A MIRROR IMAGE OF UNIT E-UPPER
UNIT H-UPPER IS A MIRROR IMAGE OF UNIT G-UPPER

NOTE: This surveyor makes no certification as to the accuracy of the diagrammatical floor plans, as to the accuracy of the dimensions of the units therein. The dimensions shown are estimates and the actual dimensions may not be exactly as shown.

SHEET 4 OF 5

AMERICAN SURVEYING COMPANY, INC.
N7301 C T H "K"
FRANKSVILLE, WISCONSIN 53126
TEL NO (414) 835-4774

EXPANSION REAL DESCRIPTION:

LEGAL DESCRIPTION

[EXPANSION REAL ESTATE] A TRACT OF LAND IN THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 26, TOWN 11 NORTH, RANGE 21 EAST, IN THE VILLAGE OF SAUKVILLE, COUNTY OF OZAUKEE, STATE OF WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTH 1/4 CORNER OF SAID SECTION;

THENCE South 87 degrees 53 minutes 58 seconds West for a distance of 814.27 feet, ALONG THE SOUTH LINE OF SAID 1/4 SECTION, TO A POINT;

THENCE North 02 degrees 10 minutes 03 seconds West for a distance of 265.05 feet, TO A POINT;

THENCE South 87 degrees 49 minutes 58 seconds West for a distance of 31.36 feet, TO THE POINT OF BEGINNING.

THENCE South 87 degrees 49 minutes 58 seconds West for a distance of 188.71 feet, CONTINUING TO A POINT;

THENCE North 01 degrees 58 minutes 14 seconds West for a distance of 470.18 feet, TO A POINT;

THENCE South 62 degrees 06 minutes 19 seconds East for a distance of 31.02 feet, ALONG THE SOUTH LINE OF S.T.H. "38", TO A POINT;

THENCE South 28 degrees 48 minutes 16 seconds East for a distance of 104.40 feet, CONTINUING ALONG SAID LINE, TO A POINT;

THENCE South 62 degrees 06 minutes 19 seconds East for a distance of 87.80 feet, CONTINUING ALONG SAID LINE, TO A POINT;

THENCE South 02 degrees 10 minutes 00 seconds East for a distance of 396.74 feet, TO THE POINT OF BEGINNING.

Together with and subject to covenants, easements, and restrictions of record.

Said property contains 1.88 acres more or less

PLAT OF
WHISPERING PINES CONDOMINIUM

BEING A PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 26, TOWN 11 NORTH, RANGE 21 EAST, IN THE VILLAGE OF SAUKVILLE, COUNTY OF OZAUKEE, STATE OF WISCONSIN.

AMERICAN SURVEYING COMPANY, INC.
15307 CTH "A"
FRANKSVILLE, WISCONSIN 53126
TEL. NO. (414) 885-4774

SHEET 6 OF 8

EXHIBIT D

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576903

VOL 1029 PAGE 602

RECORDED

1997 MAY 12 AM 10: 30

Ronald M. Voigt
REGISTER OF DEEDS
OZAUKEE COUNTY, WI

C

Recording Area

Document Number	Document Title
	FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM OF WHISPERING PINES CONDOMINIUM

Name and Return Address:
Paul R. Seifert, Esq.
Michael, Best & Friedrich
100 East Wisconsin Avenue
Milwaukee, WI 53202 420

PIN:
part of 11-026-12-012-00 *

THIS AMENDMENT to Declaration of Whispering Pines Condominium is made and entered into by Whispering Pines Investments, LLC, a Wisconsin limited liability company ("Declarant").

WITNESSETH:

Declarant recorded a Declaration of Condominium of Whispering Pines Condominium in the Office of the Register of Deeds for Ozaukee County, Wisconsin as Document No. 561103 (the "Declaration"), which subjected certain property in the Village of Saukville, Wisconsin to the Condominium Ownership Act (the "Act"). In Article 10 of the Declaration, Declarant reserved the right to expand the Condominium by subjecting to the Declaration parts or all of the real estate described in Exhibit D of the Declaration (the "Expansion Real Estate") and constructing buildings, units and other improvements thereon.

Declarant now desires to subject to the Declaration a portion of the Expansion Real Estate (the "Phase II Property") and to construct thereon one (1) building ("Building Two") containing a total of eight (8) units, together with further landscaped areas, walkways, driveways, fixtures, parking areas and sub-surface utility improvements.

The Phase II Property and improvements thereon, together with the condominium created under the Declaration, shall be referred to herein jointly as the "Condominium." As used herein, the term "Owner" shall mean the owner of a unit in any of the buildings previously declared or declared herein, unless otherwise limited.

NOW THEREFORE, Declarant, pursuant to Article 10 of the Declaration, hereby submits the Phase II Property and improvements to the Act and the Declaration as though fully set forth therein at the time of recording the Declaration, subject to taxes and assessments not yet due and payable, municipal and zoning ordinances, the Declaration and all matters of record on the date hereof and the following restrictions and conditions:

Section 1. Section 2.1 of the Declaration is amended by replacing the number "eight (8)" with the number "sixteen (16)."

Section 2. Section 3.1 of the Declaration is amended by replacing the percentage of "12.5" with the percentage "6.25."

Section 3. Section 10.1 of the Declaration is amended by replacing the number "sixteen (16)" with the number "eight (8)."

Section 4. Exhibits A, B, C and D to the Declaration are further amended as follows:

(i) Exhibits A, B, and C as recorded are expanded to include Exhibits 1A, 1B, and 1C attached; and

(ii) Exhibit D as recorded is amended as described on the attached Exhibit 1D.

Section 5. By Declarant's submission of the Phase II Property to the Act and Declaration, Declarant does not waive any of the rights reserved to it in Article 10 nor does it represent that its submitting the Phase II Property to the Act fully exercises its rights thereunder. However, DECLARANT SHALL BE UNDER NO OBLIGATION AND MAKES NO REPRESENTATION THAT IT WILL FURTHER EXPAND OR CONSTRUCT ANY PART OR ALL OF THE EXPANSION REAL ESTATE AS SUCH RIGHTS ARE RESERVED. Attached hereto is Exhibit 1D setting forth the remaining Expansion Real Estate.

Section 6. Except as otherwise stated herein, the Declaration shall remain unchanged and in full force and effect.

Executed this 6 day of May, 1997.

WHISPERING PINES INVESTMENTS, LLC

By: _____
Daniel L. Johnson, Member

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
) SS
COUNTY OF MILWAUKEE)

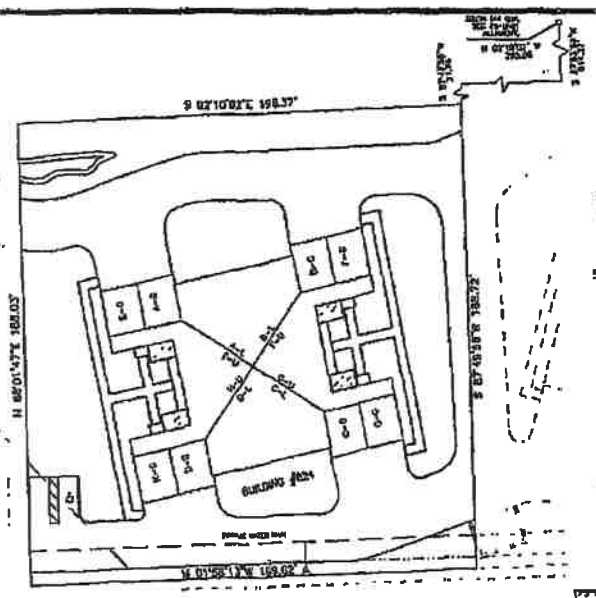
Personally came before me this 6 day of May, 1997, the above named Daniel L. Johnson, as a member of Whispering Pines Investments, LLC, to me know to be the person who executed the foregoing instrument and acknowledge the same.

_____
Paul G. Hoffman
Notary Public, State of Wisconsin
My Commission is permanent

This instrument was drafted by:

Paul G. Hoffman/Paul R. Seifert
Michael, Best & Friedrich
100 East Wisconsin Avenue
Suite 3300
Milwaukee, Wisconsin 53202
(414) 271-6560

Exhibit 1-A



A PLACE OF LAND IN THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 26, TOWN 11 NORTH, RANGE 21 EAST, IN THE VILLAGE OF SAUKVILLE, COUNTY OF OZAUKEE, STATE OF WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTH 1/4 CORNER OF SAID SECTION.

THENCE SOUTH 87 DEGREES 53 MINUTES 58 SECONDS WEST FOR A DISTANCE OF 884.27 FEET, ALONG THE SOUTH LINE OF SAID 1/4 SECTION, TO A POINT;
THENCE NORTH 02 DEGREES 10 MINUTES 02 SECONDS WEST FOR A DISTANCE OF 203.05 FEET, TO A POINT;
THENCE SOUTH 87 DEGREES 49 MINUTES 58 SECONDS WEST FOR A DISTANCE OF 34.78 FEET, TO THE POINT OF BEGINNING;
THENCE SOUTH 87 DEGREES 49 MINUTES 58 SECONDS WEST FOR A DISTANCE OF 100.17 FEET, TO A POINT;
THENCE NORTH 02 DEGREES 38 MINUTES 43 SECONDS WEST FOR A DISTANCE OF 191.02 FEET TO A POINT;
THENCE NORTH 88 DEGREES 01 MINUTES 47 SECONDS EAST FOR A DISTANCE OF 188.03 FEET TO A POINT;
THENCE SOUTH 02 DEGREES 10 MINUTES 02 SECONDS EAST FOR A DISTANCE OF 190.37 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH AND SUBJECT TO CONDITIONS, EASEMENTS, AND RESTRICTIONS OF RECORD.

SAID PROPERTY CONTAINS 0.84 ACRES OF LAND MORE OR LESS.

PLAT OF PHASE II
WHISPERING PINES CONDOMINIUM

BEING A PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 26, TOWN 11 NORTH, RANGE 21 EAST, IN THE VILLAGE OF SAUKVILLE, COUNTY OF OZAUKEE, STATE OF WISCONSIN.

WISCONSIN PETE L. BAILEY S-1738 NORTH CAPE, WI LAND SURVEYOR

SURVEYOR'S CERTIFICATE:

STATE OF WISCONSIN)
COUNTY OF RACINE)SS-

I, PETE L. BAILEY, Registered Land Surveyor, do hereby certify:

THAT I have surveyed the property described herein and that this survey accurately represents the exterior boundary lines and the location of improvements on said property. This plat is a correct representation of PHASE II OF WHISPERING PINES CONDOMINIUM and the identification and location of each building, unit and common area can be determined from the plat.

DATED THIS 5TH DAY ON MAY, 1997

Pete L. Bailey

PETE L. BAILEY, RLS NO. 1368
AMERICAN SURVEYING COMPANY, INC.

NOTE: The Common Areas include the entire Condominium, excepting the Units. Certain Common Areas are Limited Common Area.

DENOTES Limited Common Area.
Limited Common Area for the Lower Unit is the Patio and other areas defined in the Declaration.
Limited Common Area for the Upper Unit is the Deck and other areas defined in the Declaration.

LEGEND:

"U"– Denotes Upper Unit
"L"– Denotes Lower Unit
"G"– Denotes Garage

NORTH

JOB NO.: 24017
DWG. FILE: 24017A
PLOT SCALE: 1 = 30

AMERICAN SURVEYING COMPANY, INC.
7220 C.T.H. "K" FRANKSVILLE, WISCONSIN 53126
TEL. (414) 835-4224 FAX: (414) 835-3079

Sheet 1 of 3

EXHIBIT 1B

Unit Addresses

The address for Building Two is 624 Hillcrest, Saukville, Wisconsin 53080. The eight individual Units within Building Two are designated "A-H", inclusive.

EXHIBIT 1C

Floor Plans

The floor plans for Units A-H in Building Two are identified below by reference to Units A-H in Building One of Whispering Pines Condominium as located at 620 Hillcrest, Saukville, Wisconsin 53080. The floor plans for Building One were recorded in the Office of the Register of Deeds for Ozaukee County as part of the original condominium plat.

The floor plans for Unit A in Building Two are substantially similar to the floor plans for Unit A in Building One.

The floor plans for Unit B in Building Two are substantially similar to the floor plans for Unit B in Building One.

The floor plans for Unit C in Building Two are substantially similar to the floor plans for Unit C in Building One.

The floor plans for Unit D in Building Two are substantially similar to the floor plans for Unit D in Building One.

The floor plans for Unit E in Building Two are substantially similar to the floor plans for Unit E in Building One.

The floor plans for Unit F in Building Two are substantially similar to the floor plans for Unit F in Building One.

The floor plans for Unit G in Building Two are substantially similar to the floor plans for Unit G in Building One.

The floor plans for Unit H in Building Two are substantially similar to the floor plans for Unit H in Building One.

EXHIBIT 1D

The remaining Expansion Real Estate is all that described in Exhibit D to the Declaration, less the land described in Exhibit 1A.

581229

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RECORDED

1997 JUL 25 AM 8:50

Ronald M. Voigt
REGISTER OF DEEDS
OZAUKEE COUNTY, WI

SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM OF WHISPERING PINES CONDOMINIUM

Document Number

Document Title

Recording Area

Name and Return Address:
Paul R. Seifert, Esq.
Michael, Best & Friedrich
100 East Wisconsin Avenue
Milwaukee, WI 53202

$ 20

PIN:
PART OF 11-026-12-011-00 015

THIS AMENDMENT to Declaration of Whispering Pines Condominium is made and entered into by Whispering Pines Investments, LLC, a Wisconsin limited liability company ("Declarant").

WITNESSETH:

Declarant recorded a Declaration of Condominium of Whispering Pines Condominium in the Office of the Register of Deeds for Ozaukee County, Wisconsin as Document No. 561103 as amended by a First Amendment recorded as Document No. 576803 (collectively, the "Declaration"), which subjected certain property in the Village of Saukville, Wisconsin to the Condominium Ownership Act (the "Act"). In Article 10 of the Declaration, Declarant reserved the right to expand the Condominium by subjecting to the Declaration parts or all of the real estate described in Exhibit D of the Declaration (the "Expansion Real Estate") and constructing buildings, units and other improvements thereon.

Declarant now desires to subject to the Declaration a portion of the Expansion Real Estate (the "Phase III Property") and to construct thereon one (1) building ("Building Three") containing a total of eight (8) units, together with further landscaped areas, walkways, driveways, fixtures, parking areas and sub-surface utility improvements.

The Phase III Property and improvements thereon, together with the condominium created under the Declaration, shall be referred to herein jointly as the "Condominium." As used herein, the term "Owner" shall mean the owner of a unit in any of the buildings previously declared or declared herein, unless otherwise limited.

NOW THEREFORE, Declarant, pursuant to Article 10 of the Declaration, hereby submits the Phase III Property and improvements to the Act and the Declaration as though fully set forth therein at the time of recording the Declaration, subject to taxes and assessments not yet due and payable, municipal and zoning ordinances, the Declaration and all matters of record on the date hereof and the following restrictions and conditions:

Section 1. Section 2.1 of the Declaration is amended by replacing the number "sixteen (16)" with the number "twenty-four (24)."

Section 2. Section 3.1 of the Declaration is amended by replacing the percentage of "6.25" with the percentage "4.16."

Section 3. Section 10.1 of the Declaration is amended by replacing the number "eight (8)" with the number "zero (0)."

Section 4. Exhibits A, B, C and D to the Declaration are further amended as follows:

(i) Exhibits A, B, and C as recorded are expanded to include Exhibits 2A, 2B, and 2C attached; and

(ii) Exhibit D as recorded is amended as described on the attached Exhibit 2D.