Document Number

# DECLARATION OF CONDOMINIUM OF TALLGRASS VILLAS CONDOMINIUM

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This Declaration of Condominium of Tallgrass Villas Condominium (this "Declaration") is made and entered into by **Tallgrass Villas, LLC** ("Declarant"), pursuant to the Wisconsin Condominium Ownership Act.

## Recitals

Declarant owns the real property described and depicted on the attached Exhibit A, upon which Declarant intends to construct certain improvements. By this Declaration, Declarant intends to submit the Property and the improvements to the condominium form of ownership and to establish certain easements, rights, restrictions and obligations with respect to the ownership, use and maintenance of the Property.

This Declaration contemplates that certain land may be added to the Condominium, but Declarant shall be under no obligation to add any part or all of such land, and Declarant makes no representation that any part or all of such rights reserved herein shall be exercised.

## Declaration

Now, therefore, Declarant by this Declaration (i) submits the Property and the improvements, to the condominium form of use and ownership as provided in the Act; (ii) establishes and imposes the provisions, restrictions, conditions, easements and uses herein upon the Property; and (iii) specifies that the provisions of this Declaration shall constitute covenants running with the land which shall be binding upon Declarant, its successors and assigns, and all subsequent owners and occupants of all or any part of the Property and such portions of the Expansion Real Estate as are added to the Condominium.

## ARTICLE 1
## DEFINITIONS

The following terms shall have the following definitions:

1.1 Act. The "Act" shall mean the Wisconsin Condominium Ownership Act, as currently set forth at Chapter 703 of the Wisconsin Statutes and as the same shall be amended or renumbered from time to time.

1.2 Association. The "Association" shall mean the Tallgrass Villas Condominium Association Inc., established under Article 4 hereof. Wherever herein a matter is subject to the "Association," the use of the term "Association" does not necessarily mean that the entire Association is entitled to vote on a particular matter; the Association acts through its Board unless specifically stated to the contrary.

1.3 Association Insurance. "Association Insurance" shall mean all policies of insurance to be maintained by the Association under this Declaration.

1.4 Board. The "Board" or "Board of Directors" shall be the governing body of the Association, elected in accordance with the Bylaws.

1.5 Building. A "Building" shall be any free-standing structure located on the Property which contains Units, as defined in Section 1.26.

1.6 Bylaws. The "Bylaws" shall mean the Bylaws of the Association as adopted by the Board.

1.7 City. "City" shall mean the City of Waukesha.

1.8 Common Elements. The "Common Elements" shall consist of all of the Condominium except for the Units and are composed of two categories. Certain Common Elements are available for the nonexclusive use and enjoyment of all Unit Owners and are referred to as the "General Common Elements." Other Common Elements are limited to the use of an individual Unit to which they are appurtenant and are referred to as "Limited Common Elements". The Common Elements are more particularly described in Section 2.4.

1.9 Common Expenses. The "Common Expenses" are any and all expenses incurred by the Association in connection with the management of the Condominium, maintenance of the Common Elements and administration of the Association, including expenses for landscaping, lawn care, snow removal, improvements to the Common Elements, security lighting, municipal utility services for the common elements, maintenance and management wages, and fees of outside consultants.

1.10 Condominium. The "Condominium" shall be known as Tallgrass Villas Condominium and shall mean the Property together with the Units and Common Elements as they are currently constructed or as they may hereafter be constructed on the Property and as the Condominium may be expanded from time to time pursuant to Article 2.

1.11 Condominium Documents. The "Condominium Documents" are this Declaration, the Articles of Incorporation and Bylaws of the Association, and such Rules as may be adopted by the Board pursuant to this Declaration or the Bylaws.

1.12 Declarant. The "Declarant" shall mean Tallgrass Villas, LLC and the successors and assigns of Declarant pursuant to assignment in accordance with Section 17.7 of this Declaration.

1.13 Declaration. "Declaration" shall mean this Declaration of Condominium of Tallgrass Villas Condominium as the same may be amended from time to time.

1.14 Director. A "Director" shall mean a member of the Board.

1.15 Expansion Real Estate. "Expansion Real Estate" shall mean those lands described on Exhibit D and reserved for possible annexation to the Condominium.

1.16 Interest. "Interest" shall mean the proportionate undivided interest in the Common Elements appurtenant to each particular Unit in the Condominium.

1.17 Mortgage. "Mortgage" shall mean a recorded first lien mortgage against a Unit or the vendor's interest under a recorded first lien land contract of the Unit.

1.18 Mortgagee. "Mortgagee" shall mean the holder of a Mortgage.

1.19 Occupant. "Occupant" shall mean the Owner or any other person residing in a Unit.

1.20 Owner. "Owner" shall mean each fee simple owner of a Unit and each vendee of a Unit under a recorded land contract. The Declarant is an Owner with respect to each Unit to which it holds title.

1.21 Phase. "Phase" shall mean any group of Units subjected to this Declaration at the same time. The first Phase consists of those Units described herein and each subsequent Phase will be identified in expansion amendments pursuant to Article 12 hereof.

1.22 Plat. "Plat" shall mean each certain plat of condominium, for each Phase, comprised of a plat of survey of the Property, building floor plans, and unit addresses as recorded or to be recorded in the Register's Office, as the same may be amended from time to time.

1.23 Property. The "Property" shall mean the real estate subject to this Declaration, as described and depicted on Exhibit A, and such portions of the Expansion Real Estate as are hereafter added to the Condominium in the manner described in Article 12.

1.24 Register's Office. The "Registers Office" is the Office of the Register of Deeds for Waukesha County, Wisconsin.

1.25 Rules. A "Rule" or the "Rules" shall mean singular or collectively each rule and regulation established by the Association as provided in Section 4.1.

1.26 Unit. "Unit" shall mean a separate freehold estate, consisting of the space bounded and described in Article 2.

## ARTICLE 2
## DIVISION OF CONDOMINIUM INTO SEPARATE FREEHOLD ESTATES

2.1 Units. The Condominium shall include twelve (12) Units with identification as set forth in Exhibit B. The boundaries of each Unit shall consist of the interior planes of the perimeter walls, ceilings and floors inside the Unit as depicted on the floor plans attached as Exhibit B. Each Unit also includes all windows and doors (including all glass and locks) and all mechanical and utility installations which exclusively service the Unit.

2.2 Garage. Each garage, including all garage doors and windows, shown on Exhibit B shall be a part of the Unit to which it has immediate access as shown on Exhibit B.

2.3 Addresses. The respective addresses of the Units are described on Exhibit C attached hereto.

2.4 Description of Common Elements. The Common Elements shall consist of all of the Condominium improvements, areas, fixtures, equipment and facilities except the individual Units. The Common Elements are divided into different types, known as the General Common Elements and the Limited Common Elements. The Limited Common Elements are reserved for the exclusive use of the Owner or occupant of the Unit to which they are appurtenant as shown on the Plat. The Limited Common Elements consist of outside decks, patios, porches, and sidewalks, if any, immediately adjacent and appurtenant to each Unit to which it has access by a door from the Unit and the portion of driveway immediately adjacent and appurtenant to the garage door to each Unit. The General Common Elements shall consist of all of the Common Elements, except the Unit and the Limited Common Elements. Supply lines, waste lines, pipes, wires, conduits or public utility lines running through a Unit and the two (2) exterior hose bibs connected to the Unit's plumbing shall be part of the Unit; and all other such lines, pipes, wires or conduits outside of a Unit shall be General Common Elements to the extent not owned and/or maintained by any public utility, governmental unit or cable television company. The private road located within the Condominium shall be part of the General Common Elements. The Association shall keep the private road in good condition and the costs for maintenance, repair, replacement and reconstruction of such private road shall be part of the Common Expenses.

2.5 No Separation of Units. Units may not be separated.

2.6 Merger of Units.

(a) If the Owner or Owners of two (2) or more adjacent Units desire to merge the Units, such Owners may merge the Units in accordance with this Section.

(b) The Owner or Owners desiring to merge such Units shall provide written notice to all Owners within the Condominium of the desire to merge the Units. An amendment to the Condominium Documents will be prepared and will require either (1) adoption as an amendment under Section 13.1, or (2) written consent of such Owner(s), its or their Mortgagees, and the Board.

(c) The amendment to the Condominium Documents will (1) assign a new identifying number to the merged Unit, (2) allocate to the merged Unit all of the undivided Interest in the Common Elements and rights to use the Limited Common Elements and the votes in the Association formerly appertaining to the separate Units, and (3) allocate to the merged Unit the liability for Common Expenses and rights to common surpluses formerly appertaining to the separate Units. In addition, the Association shall cause the preparation of plats and plans showing the boundaries and dimensions of the merged Unit, together with the new identifying number. After the instruments set forth herein have been prepared and executed and following payment by the requesting Owner(s) for all reasonable costs of preparation of each of the foregoing instruments, each instrument shall be delivered promptly to the Owner(s) of the merged Unit. The executed instruments shall be effective when executed and recorded in the Register's Office.

2.7 Relocation of Unit Boundaries. Boundaries between Units may be reallocated as provided in Section 703.13(6) of the Act and evidenced by an amendment to the Declaration. If a Unit involved in a proposed boundary reallocation is subject to a Mortgage, then the Mortgagee must also consent to such action. The Owner(s) involved in such reallocation shall pay all costs associated with such reallocation, including the costs of physically adjusting Common Elements between such Units and the expenses of legal and architectural review of the plans and documents to carry out the adjustment. The Association may require that an estimate of such costs be paid as a condition to execution of the amendment, with a final payment made upon completion of any work by the Association.

## ARTICLE 3
## INTEREST AND COMMON ELEMENTS

3.1 Unit Interest. Each Unit shall have an Interest equal to one (1) divided by the number of Units in the Condominium. Initially, each Interest is one-twelfth ($1/12^{th}$). The respective Interests may be changed as a result of expansion as set forth in Article 12 and will not exceed one-forty-eighth ($1/48^{th}$) of the Condominium if fully expanded.

## ARTICLE 4
## ASSOCIATION OF UNIT OWNERS

4.1 Administration. The Declarant shall create the Association, which shall be incorporated and shall adopt Bylaws for the governance and administration of the Condominium. The Association shall administer the Condominium and the provisions of this Declaration and the Bylaws, acting through its Board. From time to time, the Board may, but need not, adopt and amend Rules regarding the use of the Common Elements. After adoption, the Rules shall be binding upon Owners and Occupants.

4.2 Membership and Voting. Each Owner shall be a member of the Association and membership shall commence and terminate with ownership. Except as provided for merged Units in Section 2.6, each Unit shall be vested with a vote equal to the numerical equivalent of its percentage Interest, so that the total number of votes is 100, to be cast as set forth in the Bylaws. The Association shall not be entitled to vote the percentage Interest of any Unit owned by the Association.

4.3 Control of Association. The Declarant shall have the right to appoint and remove the officers of the Association and to exercise any and all of the powers and responsibilities assigned to the Association and its officers by the Articles, Bylaws, the Act, this Declaration and the Wisconsin Nonstock Corporation Law from the date the first Unit is conveyed by the Declarant to any person other than Declarant, until the earliest of: 1) ten (10) years from such date; or (2) thirty (30) days after the conveyance of seventy-five percent (75%) of the Interests to Owners other than Declarant; or (3) Declarant's election to waive its right of control. Prior to the conveyance of twenty-five percent (25%) of the Interests to Owners other than Declarant, the Association shall hold a meeting and the Owners other than the Declarant shall elect at least twenty-five percent (25%) of the Directors. Prior to the conveyance of fifty percent (50%) of the Interests to Owners other than Declarant, the

Association shall hold a meeting and the Owners other than the Declarant shall elect at least thirty-three and one-third percent (33 1/3%) of the Directors. For purposes of calculating the percentages set forth in this Section until such time as the rights in Article 12 terminate, the percentage of Interests conveyed to purchasers shall be calculated with reference to the maximum number of Units that may be included in the Condominium as if complete expansion takes place.

4.4 Management. The Association may employ a professional management agent or company for the Condominium with such experience and qualifications and on such terms and conditions as are acceptable to the Board. Any such agreement must be terminable with or without cause upon ninety (90) days notice without payment of any penalty.

4.5 Approvals. Any proposal by an Owner requiring Board approval shall be submitted in writing, in such detail and with such supporting documents as the Board may require to facilitate its understanding and review. The Board may approve or disapprove any proposal after considering one or more of the following concerns and any additional criteria the Board deems prudent: (1) freedom and safety of access and convenience to other Units; (2) requiring the written agreement of the Owner making the proposal to pay the costs of restoring Common Elements affected by such proposal to their prior physical condition upon the termination of such use; and (3) requiring the Owner's written agreement to pay a fair and reasonable one-time or periodic charge to the Association for any encroachment on Common Elements resulting from the proposal. The Board may at its discretion impose further conditions upon its consent to any proposal as it deems appropriate. Approval of a proposal shall be deemed given if the Association President (A) indicates in writing or (B) fails to respond within ninety (90) days following the Owner's written submission of a proposal unless, prior to the expiration of such period, additional information is requested of the Owner by the Board or the Board issues its written disapproval.

4.6 Easements. The Association shall have the right to grant permits, licenses and easements over the Common Elements for utilities and other purposes reasonably necessary or useful for the proper maintenance or operation of the Condominium, on such terms and conditions as the Board may deem advisable.

## ARTICLE 5
## ASSESSMENTS

5.1 Budget and Assessments. The Association shall annually adopt a budget of Common Expenses. The budget shall include the funding of an adequate replacement reserve out of general assessments and shall set forth the following: (a) all anticipated Common Expenses and any amounts to be allocated to a statutory reserve account, if any, and to any other funds for future expenditures, including but not limited to expenditures for the maintenance, repair and replacement of the private road within the Condominium, (b) the amount and purpose of any other anticipated Association expenditure, (c) the amount in any statutory reserve account or any other funds held for future expenditures, (d) any common surpluses, (e) the amount and source of any income, other than assessments from Owners, and (f) the aggregate amount of any assessment to be levied against Owners and the purpose of the assessment.

5.2 General Assessments. The Association shall levy assessments based on each budget. The budget shall be allocated pro rata based on the Interests of each Unit, except as otherwise set forth in this Declaration.

5.3 Special Assessments and Charges. The Association may also levy (a) special assessments on all Units for any purpose for which a general assessment may be levied, (b) special assessments or fines on a particular Owner for the purpose of collecting any amounts due the Association or enforcing compliance by such Owner with any provision of the Condominium Documents including without limitation Section 14.2 of this Declaration, and (c) requests by an Owner to service Limited Common Elements above and beyond the normal scheduled service provided by the Association. The Board may adopt a Rule to impose uniform charges for services which the Association provides related to transfer of Units, review of proposals under Section 4.5, and the like.

5.4 No Statutory Reserve. The Declarant is not establishing a statutory reserve account for the Condominium pursuant to Section 703.163 of the Act and anticipates that future expenditures for the repair and replacement of Common Elements will be funded through a reserve account established and funded pursuant to the terms of this Declaration.

5.5 Installments; Late Payments. General assessments shall be made on an annual basis but shall be due and payable in monthly installments on the first day of each month. Special assessments shall be due and payable at such time and in such manner as the Board may determine. Any assessment or installment of an assessment not paid within ten (10) days of its due date, shall be delinquent and the Owner may be subject to a late charge and/or interest as set forth in the Bylaws or in the Rules. All payments upon account shall be first applied to the interest, if any, and then to the assessment payment first due.

5.6 Enforcement; Liens. If an Owner defaults in any payment, the Association shall take appropriate measures as provided by law; provided that in the exercise of reasonable business judgment, the Board may elect not to take such measures in cases of hardship or unlikelihood of recovery. The defaulting Owner shall be responsible for all costs incurred by the Association in seeking to enforce payment including reasonable attorney fees. Owners shall be both personally liable for assessments and a lien shall be imposed against such Owner's Unit for any unpaid assessments. Liens for unpaid assessments shall also extend to and secure interest, fines and reasonable costs of collection, including attorneys' fees incurred by the Association incident to the collection of assessments or enforcement of liens. The Association may purchase a Unit upon the foreclosure of its lien.

5.7 First Assessment. Except as provided in Section 5.11 below, regular assessments shall be levied and installments thereon shall commence being due and payable as of the date the final certificate of occupancy is issued for the Unit; provided that the monthly installment shall be prorated on a daily basis.

5.8 Initial Working Capital Fund. Each purchaser of a Unit from Declarant shall, at the time of conveyance, pay to the Association an amount equal to two (2) months installments of the general assessment provided for in this Article, or such

greater amount as is designated by the Board. Amounts paid under this Section shall not be considered advance payments of installments of general assessments but shall be maintained as working capital and kept in a segregated account. The working capital fund may not be used by Declarant to defray Declarant expenses, reserve contributions or construction costs, nor may Declarant apply any of the working capital fund against Association budget deficits during the period of Declarant control. Upon the expiration of Declarant control, this fund, to the extent the Board so designates, may be held to meet unforeseen expenditures or to supplement the replacement reserve fund.

5.9 Association Statements. Within ten (10) days of written request from a Unit Owner or Mortgagee, the Association shall provide a letter stating the existence of outstanding general or special assessments against the Unit, if any. Notwithstanding anything to the contrary in the preceding sentence, all Units conveyed by Declarant shall be deemed conveyed free from outstanding general, special or working capital assessments and no such letter shall be required or given as to such Units.

5.10 Common Expenses and Surpluses. Common expenses and surpluses shall be allocated among all Owners according to the Interest applicable to their Units. All common surpluses of the Condominium for each of its fiscal years shall be retained for common expenses of the Condominium for the next succeeding fiscal year.

5.11 Deficit Funding. Prior to the date that Declarant has conveyed seventy-five percent (75%) of the Interests to Owners other than Declarant; Declarant will not pay regular assessments but will pay to the Association the amount by which the actual Common Expenses exceed the actual receipts of the Association during the fiscal year, provided however that (a) for this purpose, Common Expenses will not include any amounts in respect of capital expenses or reserves of any sort, (b) Declarant will not be responsible for payment of any amount in excess of the amount which Declarant would have owed had it been responsible for general assessments, and (c) Declarant may, but shall not be obligated to, directly pay bills or provide services, which would otherwise represent Association obligations to which general assessments would be applied. Declarant shall be entitled to reimbursement from the Association for such expenditures if there are surpluses in that fiscal year.

## ARTICLE 6
## MAINTENANCE, ALTERATIONS AND IMPROVEMENTS

6.1 Owner's Responsibilities. Each Owner, at Owner's sole cost, shall: (a) perform routine maintenance, repair and replacement of all components or installations within or used by the Unit, including but not limited to, all utility lines and installations, the heating and air conditioning systems for the Unit, fixtures, appliances, water heater, equipment, interior walls, partitions, flooring, ceilings, windows, window frames and doors, including all glass and locks in windows and doors; (b) paint and decorate the interior of the perimeter walls and all walls and surface areas within the Unit; (c) keep and maintain in good and orderly condition its Limited Common Elements; (d) repair and replace or pay for the repair or replacement of any portion of the Common Elements damaged through the fault or negligence of such owner or such owner's family, guests or invitees or any other Occupants of the Unit; (e) pay all separately metered utilities servicing their Unit including but not limited to the water used from the two (2) exterior hose bibs connected to the Unit's plumbing; (f) be responsible for

the watering of the lawn areas and other landscaping located adjacent to their Unit; and (g) be responsible for the reasonable security and safety of such Unit and be liable for damages caused to any other Unit(s), or the Common Elements, to the extent not covered by insurance, as a result of a breach of such security or safety. Notwithstanding the above, repairs and maintenance of the Limited Common Elements, such as driveways and decks, not due to the fault or negligence of such Owner or such Owner's family, guests or invitees or any other Occupants of the Unit shall be performed by the Association and paid for by the Association as part of the Common Expenses. Any and all replacements of exterior items by the Owner, such as windows, window frames and doors, shall be made in uniformity with the other exterior features of the Condominium.

6.2 Association Responsibility. The Association shall maintain in good condition and repair, replace and operate all of the Common Elements, except as provided at Section 6.1. By virtue of this provision, the Association may determine, for example, the frequency of regular maintenance of patios, decks, driveways and the private road, or the need for special repairs or replacement of particular patios, decks, driveways and the private road.

6.3 Structural Changes by Owner. Owner shall not make any changes within Owner's Unit which will affect the structural soundness of a Building of which it is a part.

6.4 Structural Changes by Association. Except as reserved to the Declarant, its successors and assigns, the Association shall not make or permit any alterations to the exterior of any Building or make any other substantial alterations or additions of a structural nature or otherwise to the Common Elements without the affirmative vote of two-thirds (2/3) of the Board of Directors. In no case shall any such alterations or additions prejudice the rights of any Owner unless written consent has been obtained.

## ARTICLE 7
## RESTRICTIONS ON USE AND OCCUPANCY

7.1 Permitted Uses. Each Unit shall be occupied and used only for residential purposes and for no other purpose. No trade or business shall be carried on anywhere on the Condominium, except for (1) the incidental use of a Unit for personal business conducted by electronic transmissions, mail, and telecommunications which does not burden the use of the Common Elements by frequent visits by business service providers or customers, subject to any Rules relating to such burdens, or (2) the sale or lease of Units, subject to the other provisions hereof and any Rules related thereto, or (3) the establishment of offices by Declarant, its specific assignee of its rights under Section 17.7, or its agents for sales of Units or by the Association for conducting its affairs. No Owner or Occupant shall carry on any trade or business under this Section if it is not permitted to be carried on at the Condominium under any ordinance, statute or regulation.

7.2 Leases of Units. An Owner of a Unit may lease the Owner's Unit for terms of not less than six (6) months, except that the Declarant may lease Units it owns on such terms that Declarant desires. Each lease of a Unit shall require that the lessee comply with the terms and provisions of the Act and the Condominium Documents and

shall further provide that a breach of the Condominium Documents or Act shall be deemed a default under the lease. Within five (5) business days after entering or renewing a lease for an Owner's Unit, the Owner shall provide a copy of such agreement to the Association. An Owner shall be responsible to the Association and each other Owner for any breach of any provision of the Condominium Documents caused by a lessee or an Occupant. The Association will only need to deal with the Owner and may, but shall not be obligated to address any breach with the offending lessee or Occupant. Before any lessee occupies a Unit, the Owner shall provide a copy of the Condominium Documents to such lessee. In no event shall an Owner, Occupant or agent of an Owner or Occupant display any sign on the Property or within the Unit which sign is visible from the exterior of the Unit relating to the availability of a Unit for lease or sublease, including, without limitation, a "For Rent" sign.

7.3 Pets. The Owner or Occupant of each Unit may keep animals in the Unit in accordance with the applicable City ordinances (each such animal, a "Pet") and provided the following:

(a) animals or Pets within the Condominium shall not be kept, bred or maintained for any commercial purposes.

(b) each Pet must immediately and permanently be removed from the Condominium if, in the sole judgment of the Board, the Pet is or becomes: offensive; a nuisance; harmful in any way to the Condominium or any Owner or Occupant; or otherwise kept in violation of the terms of this Section or any Rules adopted relating to Pets. Possession of Pets within the Condominium shall not be considered a property right.

(c) each Pet shall be housed indoors and, if allowed outdoors temporarily, shall be kept on a leash – no chicken coops shall be permitted.

(d) any Pet excrement within the Condominium shall be removed immediately by the occupant of the Unit in which the pet resides.

(e) no Pet is permitted to be on any of the Common Elements while personally unattended;

(f) the owner of each Pet shall comply with such further Rules of Pet ownership as may be promulgated by the Board;

(g) each Pet is licensed by the City or appropriate licensing authority, if required under applicable ordinances;

Owner may be subject to special assessments by the Board for violation of this Section for costs associated with the Association's enforcement of this Section and the rules and regulations established by the Board, including but not limited to reasonable attorneys' fees.

7.4 No Obstructions. Owner shall not cause or permit the Common Elements, except the Limited Common Elements, to be used in a manner that denies other Owners the full use of such portion of the Common Elements. Walks and drives shall

be kept clean and orderly. No person shall occupy, park or otherwise use a vehicle so as to block access to or exit from another Unit or the approach thereto. Junked, inoperative or unlicensed vehicles and vehicles licensed as boats, trailers, buses, campers, camping trucks, house trailers, snowmobiles or other land vehicles (such as ATVs) or the like shall not be stored, parked or placed anywhere on the Common Elements. No vehicle maintenance or lubrication shall be permitted anywhere in the Condominium except washing of cars in driveways or maintenance performed within a garage.

Except as provided below, Owners shall store vehicles in garages as no other vehicles shall be stored, parked, or placed overnight in a driveway of the Condominium without the express written consent of the Board. Notwithstanding the foregoing, Owners may park up to and no more than one (1) "permitted vehicle" overnight in the driveway attached to their Unit's garage provided such parked "permitted vehicle" does not block any sidewalk that intersects with said driveway. For purposes of this Section "permitted vehicle" shall be defined as a vehicle without any corporate or commercial lettering on it that is a coupe, sedan, sport utility vehicle, sport utility wagon, minivan or pick-up truck that is less than ½-ton with four wheels and the term "permitted vehicle" **shall not include** any of the following vehicles: a) vehicles of any kind that show rust, broken windows, deterioration or missing parts, b) trucks of any kind that exceed ½-ton (light, pick-up, commercial or otherwise), c) station wagons, d) vehicles with corporate or commercial lettering on it, e) vans, or f) any vehicle the Board determines, in its sole discretion, that is not a "permitted vehicle". In the event the Owners or Occupant of a Unit choose to park the one (1) "permitted vehicle", or choose to violate the Declaration and park an un-permitted vehicle, in the driveway overnight the following conditions shall apply: a) if, after a snow event, the Owner or any Occupant has failed to remove the parked vehicle from the driveway in order to allow the snow/ice removal service to remove the snow/ice from the driveway, the Association shall have no obligation to remove the snow/ice from the driveway and the Owner shall be responsible for the removal of all snow/ice from the driveway at their sole cost and expense; b) the Owner of the Unit at which the vehicle is parked shall indemnify and hold harmless the Association, its members, directors, employees, insurers, agents, successor and assigns, from and against any and all claims, demands, causes of action, debts, accounts, agreements, contracts, representations, covenants, obligations, damages, judgments, losses, liabilities, costs, expenses, including, without limitation to, attorneys' fees, and/or claims for indemnification or contribution of whatsoever kind or nature, in law, equity or otherwise that are attributable to the parking of the vehicle in the driveway, including but not limited to snow/ice removal issues due to parking of vehicles, that causes (1) bodily injury, sickness, emotional distress, disease, death, or any other personal injury or adverse health effects, or (2) any damages, injury to or destruction of tangible real or personal property, including loss of use thereof.

7.5 Waste. Accumulations of waste, litter, excess or unused building materials or trash other than in appropriate receptacles is prohibited, and garbage containers shall be situated only in locations designated by the Association. No materials shall be consumed by fire in incinerators, open fires or elsewhere.

7.6 Antennas and Temporary Structures. No antenna, aerial, satellite dish, cable for television or radio reception shall be erected or installed on any roof or any

other portion of the Condominium, except as erected or installed by Declarant, the Association, or any individual Owner with written approval by the Board. Notwithstanding the foregoing, no antenna, aerial, satellite dish or cable for television or radio reception shall be installed on the front elevation of any Building. Any satellite dish approved by the Board shall be the smallest sized satellite dish available and shall be installed near the rear of the Building. In every case, the antenna, aerial, satellite dish, cable for television or radio reception must be in compliance with City ordinances. No structure, trailer, tent, shack or barn, temporary or otherwise, except for those maintained by Declarant, shall be placed or maintained on any portion of the Condominium nor shall any clothes hangers or clothesline be placed or maintained within or on the Common Elements without the written consent of the Board.

7.7 Utility Lines. Any supply lines, waste lines, pipes, wires, conduits or public utility lines running through a Unit which serve more than one Unit shall be deemed owned as tenants in common by all Unit owners.

7.8 Quiet Enjoyment. Each Owner shall have the right to use its Unit in accordance with this Declaration and applicable law, free from unreasonable interference from other Owners and Occupants.

7.9 Noxious Activity. No use or practice shall be allowed on the Condominium which: (a) is a nuisance, or (b) is immoral or improper or offensive in the opinion of the Board of Directors, or requires any alteration of or addition to any Common Elements, or (c) is in violation of the Bylaws or Rules of the Association, or (d) unreasonably interferes with or is an unreasonable annoyance to the peaceful possession or proper use of the Condominium by other Unit owners or occupants, including the use of musical instruments, television, or radios at such times or in such volumes of sound as to be objectionable.

7.10 Legal Restrictions. No unlawful use may be made of the Condominium or any part thereof and the Association and each Owner shall strictly comply with all valid laws, orders, rules and regulations of all governmental agencies having jurisdiction thereof, including, without limitation, the City's municipal code, building code and building permit procedures (collectively "Legal Requirements"). Compliance with any Legal Requirements shall be accomplished by and at the sole expense of the Owner or Owners or the Association, 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 Owner shall give prompt notice to the Board of Directors of any written notice it receives of the violation of any Legal Requirements affecting its Unit or the Condominium. Notwithstanding the foregoing provisions, any Owner may, at its 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 Owner is obligated to maintain and repair, and the Association shall cooperate with such Owner in such proceedings, provided that:

(i) Such Owner shall pay and shall defend, save harmless, and indemnify the Board of Directors, the Association and each other Owner against all liability, loss or damage which 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; and

(ii) Such Owner shall keep the Board of Directors advised as to the status of such proceedings. ((i) and (ii) above collectively called the "Conditions as to Contest").

Such Owner need not comply with any Legal Requirements so long as it shall be so contesting the validity or applicability thereof, provided that (a) noncompliance shall not create a dangerous condition or constitute a crime or an offense punishable by fine or imprisonment, and (b) no part of any Building shall be subject to being condemned or vacated by reason of noncompliance or otherwise by reason of such contest ((a) and (b) are called the "Conditions as to Deferral of Compliance"). The Association may also contest any Legal Requirements without being subject to the Conditions as to Contest and may also defer compliance with any Legal Requirements, but only subject to the Conditions as to Deferral of Compliance. The costs and expenses of any contest by the Association shall be a Common Expense.

7.11 Decorations; Signs; Patios Decks and Porches. No Owner shall decorate or alter the Common Elements without the consent of the Board of Directors. No Owner of a Unit, except the Declarant, may erect, post or display posters, signs or advertising material on the Condominium, except that an Owner may place in the window of Owner's Unit a temporary sign relating to the open house of Owner's Unit for sale not exceeding 18" x 24." No awnings or enclosures shall be installed on patios, decks or porches without the consent of the Board of Directors. Patios, decks and porches shall not be used for storage, including the storage of motorcycles, baby carriages, bicycles, wagons, etc. or for airing or drying of laundry, carpet, rugs or clothing. All interior window coverings are to be of a neutral color or lined in a neutral color.

7.12 Architectural Control. The Board of Directors shall establish procedures for administering requests for permission to change, alter or improve Common Elements or construct or install any items thereon. Any committee therefore shall have at least three (3) members and shall consider the architectural harmony of the proposed action with the existing Condominium when arriving at any decision.

7.13 Grills. Fixed grills shall be allowed on patios on such terms and conditions as approved by the Board and all other grills must be covered.

7.14 No Time Shares. No Unit shall be subject to any time share or similar arrangement, whether or not under Wis. Stats. Chapter 707.

7.15 Environmental Matters. Each Owner and Occupant shall comply with all applicable governmental or Association statutes, ordinances, regulations or Rules relating to the storage, transport and release to, from, on or in such Unit of any substance or compound governed by any one or more of Wis. Stats. Chap. 144; CERCLA; TOCSA; RCRA; amendments to any of the foregoing; and similar laws now or hereafter in effect relating to the storage, transport or release of substances and compounds.

## ARTICLE 8
## RECONSTRUCTION AND CONDEMNATION

8.1 Reconstruction. In the event of fire, casualty or any other disaster affecting one or more of the Units or Common Elements (the "Damaged Premises"), the Damaged Premises shall be reconstructed and repaired, unless otherwise determined as provided below. Reconstruction and repair shall mean restoring the Damaged Premises to substantially the same condition as existed prior to the fire, casualty or disaster, and in accordance with the maps, plans and specifications used in the original construction insofar as practicable. The Board may authorize changes to the same with the consent of the Mortgagees of the Units so affected and with the recordation of an amendment to this Declaration explaining the effects thereof.

8.2 Insufficient Proceeds. If insurance proceeds are insufficient to reconstruct or repair Common Elements, then, subject to Section 8.3, the Owners of all Units shall be assessed according to their Interests for the deficiency relating to the reconstruction or repair of Common Elements comprising Damaged Premises. The provisions of Article 5 shall apply to all sums assessed for any deficiency.

8.3 Partition. If the insurance proceeds are insufficient to reconstruct or repair the Common Elements (excluding any deductibles under the Association Insurance), then the Condominium shall be subject to an action for partition upon obtaining the written consent of all Owners and Mortgagees. If such approval is not obtained within thirty (30) days from the date of adjustment of insurance proceeds following the fire, casualty or other disaster, then no such action for partition shall be maintained or initiated.

8.4 Control of Adjustment and Restoration. The Association shall have the sole power to settle adjustments with the insurance carrier for Association Insurance. The Association shall have the sole power to engage contractors to restore the Common Elements and Association insured portions of the Units. The Association shall have no responsibility to repair, reconstruct or replace any improvements in a Unit which are not insured by Association Insurance or any improvements installed or altered subsequent to initial construction of the Unit.

8.5 Construction Fund. Insurance proceeds and special assessments under Section 8.2 shall constitute a construction fund, with insurance proceeds disbursed first. Any surplus funds shall be held or distributed to the Owners and their Mortgagees as their interests may appear, in accordance with their Interests.

8.6 Condemnation. If all or any portion of the Condominium is taken under the power of eminent domain or sold in settlement or anticipation of any pending or threatened proceeding, this Section shall control. Each Owner of an affected Unit shall have the right to appeal the necessity of the taking and of the amount of condemnation award with respect to its Unit and Limited Common Elements appurtenant to such Unit. The Association shall have the exclusive right of appeal of the necessity of the taking and the amount of the condemnation award with respect to the General Common Elements. Any settlement or decision on an appeal by the Association as to the General Common Elements shall be binding upon all Owners. Damages shall be awarded and Interests shall be adjusted as follows:

(a) Each Owner is entitled to the entire award for the taking of all or part of its Unit and Limited Common Elements appurtenant to such Unit and for consequential damages to the Unit.

(b) If no reconstruction is undertaken, any award for the taking of General Common Elements shall be allocated to all Owners in proportion to their respective Interests.

(c) Where an entire Unit is taken, the Interests and votes on Association matters appertaining to the remaining Units shall be adjusted post-condemnation so that an Interest shall be one (1) divided by the number of Units remaining post-condemnation. A partial taking of a Unit shall not include the Interest or vote appurtenant to the Unit. If Interests or votes are affected, the Association shall record an amendment which discloses the nature of the taking and adjustments caused thereby. Following the taking of all or a part of the Units and the Common Elements, the Association shall promptly undertake to restore the improvements of the Common Elements to an architectural whole. Costs of restoration in excess of the condemnation award shall be a common expense. If the Board determines that reconstruction or restoration is not practical, the entire Condominium shall be subject to an action for partition upon obtaining the written consent of the Owners having 75% or more of the Interests. Upon partition, the net proceeds of sale of the Condominium, together with any net proceeds of the award for taking, shall be considered as one fund and divided among all Owners in accordance with their Interests. If the 75% approving vote is not obtained within thirty (30) days of the Board decision, then reconstruction shall take place with costs of restoration of Units and the General Common Elements in excess of condemnation proceeds assessed against all Owners in proportion to their Interests.

## ARTICLE 9
## INSURANCE

9.1 Association Insurance. The Association shall obtain and maintain comprehensive general public liability insurance for occurrences on the Common Elements, special causes of loss property damage insurance coverage on the Common Elements, and such other policies or coverage as the Board deems necessary or advisable.

9.2 Coverage of Association Insurance. The property damage insurance coverage shall be in an amount equal to the maximum insurable replacement value, with an "agreed amount" and a "replacement cost" endorsement, without deduction or allowance for depreciation. This coverage amount shall be annually reviewed and shall insure against loss or damage by fire and other hazards as commonly covered by a standard extended coverage endorsement and such other hazards as customarily covered with respect to buildings similar in construction, location and use. Commercial general liability coverage shall be in such amounts as the Board determines annually, but not less than $1,000,000 per occurrence.

9.3 Proceeds. Association Insurance proceeds for property damage loss shall be for the benefit of the Association, Owners of damaged Units and their Mortgagees as their interests appear in order to finance reconstruction of damaged Common Elements

except as otherwise provided in Article 8. Liability coverage and other insurance proceeds shall be applied as the Association directs.

9.4 Cost. All premiums for Association Insurance and other insurance obtained by the Association shall be a common expense of the Condominium, except that any increase in the rating or premium charged for any such insurance caused by the character or use of Unit shall be allocated solely to such Unit's Owner.

9.5 Waiver of Subrogation. The Association and each Owner acting both for themselves and for their respective insurers, waive any claim it or they may have against the other for any loss insured under any policy obtained by either to the extent of insurance proceeds actually received, however loss is caused, including such losses as may be due to the negligence of the other party, its agents or employees. All policies of insurance shall contain a provision that they are not invalidated by the foregoing waiver, but such waiver shall cease to be effective if the existence thereof precludes the Association from obtaining any policy of insurance at a reasonable and customary rate.

9.6 Acts Affecting Insurance. No Owner or Occupant shall commit or permit any violation of covenants or agreements contained in 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 (1) result in termination of any such policies, (2) adversely affect the right of recovery thereunder, (3) result in reputable insurance companies refusing to provide such insurance, or (4) 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, provided that, 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, (a) by reason of anything done or kept in a Unit, or (b) the failure of any Owner or Occupant to comply with Association Insurance requirements or (c) 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 may exclude (1) coverage of the Unit itself and any personal property located within or pertaining to the exclusive use of a Unit; and (2) liability coverage of an Owner, its guests, invitees, employees or any other Occupants of such Unit, arising out of any occurrences within a Unit or relating to an Owner's personal property. It is the sole responsibility of each Owner to obtain such insurance coverages as are excluded from Association Insurance.

## ARTICLE 10
## RIGHTS OF DECLARANT

10.1 Reserved Rights. Until the sale of all Units in the Condominium, Declarant, or its successors and assigns, may:

(a) but shall not be obligated to, manage and operate the Condominium in accordance with the provisions of this Declaration; but any agreement for professional management of the Condominium, or any other contract providing for services of Declarant, subject to Section 4.4 to which Declarant must abide;

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

(c) grant easements upon, over, through and across the Common Elements 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 its nominee and/or as may be necessary for excavation and construction of any of the Units;

(d) grant easements upon, over, through or across the Common Elements for ingress and egress to and from the Condominium and other real property adjacent to it to any third party;

(e) grant easements for road, sewer and other utility purposes across, over and under the Common Elements for the benefit of other lands provided that in the instrument creating such easement Declarant shall specify a method by which the maintenance costs of such easement shall be shared by the Association and such other users and provided that use of such easements will not be reasonably anticipated to overburden the existing use of the Common Elements;

(f) lease Units owned by Declarant on such terms as Declarant desires; and

(g) make alterations and changes to the design or exterior materials of any Building or any part thereof subsequent to construction.

## ARTICLE 11
## RIGHTS OF MORTGAGE HOLDERS

11.1 Notice. Any holder, insurer or guarantor of a mortgage (including the vendor's interest in a land contract) encumbering a Unit that makes written request on the Association for the following, identifying the name and address of such person and the Unit number or address, any such holder, insurer or guarantor will be entitled to timely written notice of:

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

(b) 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;

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

(d) Any proposed action that requires the consent of mortgage holders as specified in Article 13.

11.2 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).

11.3 Restoration. Any restoration or repair of the Condominium after a partial condemnation or damage due to an insured hazard shall be performed substantially in accordance with this Declaration and the original plans and specifications, unless other action is approved by at least fifty-one percent (51%) of Mortgagees.

11.4 Termination. Any election to terminate the Condominium must require Mortgagee approval as follows: (1) fifty-one percent (51%) in the case of such an election after substantial destruction or a substantial taking in condemnation of the Property and (2) sixty-seven percent (67%) in all other cases.

## ARTICLE 12
## EXPANSION OF CONDOMINIUM

12.1 Right to Expand. Declarant expressly reserves unto itself, its successors and assigns, the right to expand the Condominium, without the consent or approval of any Owner, at any time and from time to time on or prior to the expiration of ten (10) years from the date of recording this Declaration, by subjecting all or any portion of the real estate as the Expansion Real Estate and by constructing thereon, either before or after such expansion, no more than an additional thirty-six (36) Units. All improvements made on the Expansion Real Estate must be of the same quality construction as the original Units constructed hereunder and must be substantially completed prior to the improvements becoming subject to this Declaration. Declarant shall be under no obligation to and makes no representation that it will expand or construct any part or all of the Condominium as such rights are reserved herein. The Units on the Expansion Real Estate and their Owners and any Common Elements thereon will become subject to and will be entitled to the benefits of the provisions of this Declaration.

12.2 Effect of Expansion. Upon each such expansion in which Units are added to the Condominium, the following adjustments shall be made:

(a) The Interests shall be recalculated.

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

(c) Each Owner of a Unit shall be a member of the Association entitled to a vote in accordance with Section 4.2.

12.3 Method of Expansion. Expansion shall occur upon recording amendments and addenda to this Declaration and the Plat describing and showing the location and floor plans of the Buildings, Units, other improvements and Common Elements of that Expansion Real Estate and such amendments need be executed only by Declarant.

12.4 Construction Easement. Declarant hereby reserves an easement across the Condominium for purpose of constructing any improvements upon the Expansion Real Estate. This easement shall expire at such time as Declarant's rights under Article 10 shall expire.

## ARTICLE 13
## AMENDMENT OF DECLARATION

13.1 General. Except as otherwise provided herein, this Declaration may be amended only by the written consent of Owners of Units which represent at least seventy-five (75%) of the Interests, or such greater percentage as may be required by the Act. An Owner's consent is not effective unless approved by the Unit's Mortgagee, or the holder of an equivalent security interest, if any. Amendments shall be prepared and executed by the President of the Association and shall become effective when recorded in the Register's Office. The document submitting the amendment for recording shall state that the required consents and approvals for the amendment were received. No action to challenge the validity of an amendment shall be permissible if commenced more than one (1) year after the amendment in question is recorded.

13.2 Requirement for Special Approvals of Certain Amendments. (a) No amendment shall adversely affect a special right conferred on or reserved to Declarant under this Declaration without Declarant's written consent.

(b) If the revision or adoption of a building code or zoning ordinance prevents or substantially affects the construction of a Unit or Common Elements as platted, the Declarant may reasonably modify the Plat, by addendum in accordance with Section 703.095 of the Act, to the extent necessary to comply with the code or ordinance in order to construct the Units or Common Elements.

(c) If the revision or adoption of a building code or zoning ordinance prevents or substantially affects the reconstruction of a Unit or Common Element as platted, the Declarant, Owner, or Association, as appropriate, may reasonably modify the Plat, by addendum in accordance with Section 703.095 of the Act, to the extent necessary to comply with the code or ordinance in order to reconstruct the Unit or Common Elements.

13.3 Material Amendments. A change to the provisions hereof affecting any of the following shall also require approval by 51% of Mortgagees: (a) voting rights; (b) assessments, assessment liens, or the priority of assessment liens; (c) reserves for maintenance, repair, and replacement of Common Elements; (d) responsibility for maintenance and repairs; (e) reallocation of Interests in the General or Limited Common Elements, or rights to their use; (f) redefinition of any Unit boundaries; (g) convertibility of Units into Common Elements or vice versa; (h) expansion or contraction of the project, or the addition, or withdrawal of property to or from the Condominium; (i) insurance or fidelity bond; (j) leasing of Units; (k) imposition of any

restrictions on a Unit Owner's right to sell or transfer the Owner's Unit; (l) a decision by the Association to establish self-management when professional management had been previously engaged; (m) restoration or repair of the Condominium (after a hazard damage or partial condemnation) in a manner other than as specified herein; (n) any action to terminate the legal status of the Condominium after substantial destruction or condemnation occurs; or (o) any provisions that expressly benefit mortgage holders, insurers, or guarantors.

## ARTICLE 14
## REMEDIES FOR VIOLATION BY OWNER

14.1 General Remedies. If any Owner or Occupant fails to comply with the Act, this Declaration, the Bylaws or the Rules, 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. The Association, or in a proper case, an aggrieved Owner, may bring an action because of such noncompliance.

14.2 Owner Violation; Association Right to Cure. In addition to any other remedies provided herein, if any Owner or Occupant fails to properly maintain its Unit or any part or portion thereof or the Limited Common Elements appurtenant thereto or otherwise comply with this Declaration, the Bylaws or the Rules, which failure continues for a period of fifteen (15) days following written notice from the Association, the Association shall have the right, but not the obligation, to perform or cause to be performed such maintenance, replacement, restoration or other action as the Association deems necessary or appropriate. Expenses incurred by the Association shall be assessed against the Unit's Owner and shall be subject to all rights and remedies reserved under this Declaration with respect to collection, expense, late payment penalties or interest, filing of a lien and/or foreclosure as reserved at Article 5 of this Declaration. Once the Association has taken such an action, it shall not be obligated to take any other or further action with respect to the same, similar or subsequent failure by the same or a different Owner of Occupant.

## ARTICLE 15
## SERVICE OF PROCESS

15.1 Agent. Service of process shall be made on Antonopoulos Leonhard Group LLC, 740 Pilgrim Parkway, Suite 206, Elm Grove, WI 53122 as registered agent for the Association. Any change in the person or location for the service of process designated by the Board of Directors shall become effective upon the recording of notice thereof in the Register's Office.

## ARTICLE 16
## EASEMENTS

16.1 Right of Entry. A right of entry to each Unit 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 Elements encroaches upon a Unit or any Unit encroaches upon the Common Elements or upon any other Unit or if any utility lines encroach upon either the Common Elements 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 Elements 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 Utility Easement. The Condominium shall be subject to an easement granted and reserved to the WISCONSIN ELECTRIC POWER COMPANY, a Wisconsin corporation doing business as We Energies, SPECTRUM MID-AMERICA, LLC and WISCONSIN BELL, INC. doing business as AT&T Wisconsin, a Wisconsin corporation (collectively, "WE Energies") for the underground utility facilities, conduit and cables, electric pad-mounted transformers, manhole, electric pad-mounted vacuum fault interrupter, concrete slabs, power pedestals, riser equipment, terminals and marker or the transmission and distribution of electric energy, signals, television and telecommunications services, natural gas and all by-products thereof, or any liquids, gases, or substances which can or may be transported or distributed through a pipeline, including the customary growth and replacement thereto. Within this easement, no structure, planting, or other materials shall be placed or be permitted to remain which may damage or interfere with the installation or maintenance of utilities, or which may obstruct or retard the access of public service entities. The easement areas and all improvements thereon shall be maintained on a day-to-day basis by the Association as part of the Common Elements. All rights and easements described herein are perpetual rights and easements appurtenant to and running with the land and shall be binding upon, and inure to the benefit of: (1) the Declarant; (2) Association; and (3) the WE Energies.

16.4 Drainage. An easement is reserved to Declarant, the Association and the City of Waukesha over the Common Elements for the installation of drainage tile, swales, streams or other storm sewer and drainage system elements as shown on the Plat or in any Storm Water Management Plan recorded against the Property. Should it become necessary for the City of Waukesha to clear or maintain the drainage systems, easements or retention areas, then each of the Owners shall be invoiced or specially charged for any expenses incurred by the City of Waukesha. Such expenses may include, but are not limited to the following: engineering costs, routine maintenance or emergency maintenance. No phone, electric or gas utilities shall be permitted within the drainage easements unless the utility crosses the drainage easement at a ninety-degree angle.

16.5 Further Easements. The Declarant and/or Association may grant easements over and through the General Common Elements for such purposes as deemed reasonable for the benefit of the 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 defines or limits the scope or intent of the various provisions hereof.

17.3 Including. Whenever used herein, the term "including" preceding a list of one or more items shall indicate that the list contains examples of a general principle and is not intended as an exhaustive listing.

17.4 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.

17.5 Acceptance of Deed. 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 the occurrence of any or all of the events specified in Articles 10 and 12, be deemed to consent and agree to the action so taken. Each such grantee of a Unit and each successor in title to such Unit or an interest therein, hereby constitutes and appoints Declarant, its successors and assigns, as its true and lawful attorney (i) to execute, deliver and record on behalf of the grantee and each successor in title to such Unit or an interest therein, such instruments, if any, as may be required to effect the same, and (ii) to do all other things necessary to accomplish the action so taken.

17.6 Remedies and Waivers. All remedies herein are cumulative. Whenever a waiver, consent or approval is required or permitted herein, it must be express and in writing; no waiver, consent or approval shall be implied. A waiver, consent or approval to any one matter shall not be deemed a waiver, consent or approval to any subsequent matter whether similar or not.

17.7 Assignment of Declarant's Rights. Subject to any prohibitions within the Act, all of the rights and benefits conferred on or reserved herein for Declarant in its status as such (as opposed to those rights or benefits conferred on or reserved for all Owners or groups thereof) may be assigned as follows: (a) to any person by an instrument in writing specifically identifying the rights and benefits so assigned which is recorded in the Register's Office, or (b) to any purchaser of the Declarant's rights in a foreclosure sale or deed in lieu of foreclosure, without any specific written assignment of Declarant's rights, or (c) to any person or entity to which Declarant's rights have been collaterally assigned upon the exercise of such person's or entity's rights under such collateral assignment, without any specific written assignment of Declarant's rights. An assignment of Declarant's rights is effective from the date of recordation of

the assignment under (a), the deed under (b), or notice by such collateral assignee of such exercise under (c). A mortgage or other security interest granted in Declarant's rights does not confer on the mortgagee or holder of the security interest the right to act as Declarant without some further act under (a) or (b) or (c). From and after each assignment, only the assignee may act as Declarant under this Declaration with respect to the rights assigned and all prior persons holding Declarant's rights shall no longer be entitled to exercise such rights. No successor Declarant shall be responsible or liable for the obligations of a Declarant arising before the date on which successor Declarant may act as above.

17.8 Covenants to Run with Land. Each grantee of the Declarant, by the acceptance of a deed of conveyance, or each purchaser under or contract for any deed of conveyance, accepts the same subject to all covenants, conditions, restrictions, reservations, liens and charges and to the jurisdiction, rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed, shall be deemed and taken to be covenants running with the land and shall be binding upon any person having at any time any interest or estate in said land and shall inure to the benefit of such Unit Owner in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance.

SIGNATURE ON THE FOLLOWING PAGE.

Executed at Waukesha, Wisconsin, this 6 day of November, 2023.

**Tallgrass Villas, LLC**

By: Bielinski Homes, Inc., Its Manager

By: _____
Frank Bielinski, President

STATE OF WISCONSIN )
) SS.
COUNTY OF WAUKESHA )

Personally came before me this 6 day of November, 2023, the above-named Frank Bielinski, as President of Bielinski Homes, Inc., the manager of Tallgrass Villas, LLC to me known to be the person who executed the foregoing instrument in such capacity and acknowledged the same.

_____
Notary Public, State of Wisconsin
My Commission ~~is permanent.~~
expires 4/9/27

LEAH BUSSE NOTARY PUBLIC STATE OF WISCONSIN

This instrument was drafted by:
Dino Antonopoulos, Esq.
Alexandra N. Don, Esq.
Antonopoulos Leonhard Group LLC

# EXHIBIT A

The Property

**LEGAL DESCRIPTION "A" (PHASE 1):**

All that part of Lot 1 of Certified Survey Map No. 12435, recorded in the Office of the Register of Deeds for Waukesha County on April 18, 2023, in Book 128 of Certified Survey Maps, at Pages 323 through 329 inclusive, as Document No. 4716106. Being a part of the Southeast 1/4 of the Southwest 1/4 of Section 29 and the Northeast 1/4 of the Northwest 1/4 of Section 32, all in Town 7 North, Range 19 East, in the City of Waukesha, Waukesha County, Wisconsin, now being more particularly bounded and described as follows:

Commencing at the North 1/4 Corner of said Section 32; Thence South 01°17'58" East and along the East line of the said Northwest 1/4 Section, 4.93 feet to a point on the South Right-of-Way line of "Northview Road" and the place of beginning of lands hereinafter described;

Continuing thence South 01°17'58" East and along the said East line of the said Northwest 1/4 Section, 433.19 feet to a point; Thence South 88°42'04" West, 174.16 feet to a point; Thence South 33°48'10" West, 40.23 feet to a point; Thence South 57°01'50" West, 29.34 feet to a point; Thence South 68°38'40" West, 23.86 feet to a point; Thence North 40°28'22" West, 336.00 feet to a point; Thence North 35°08'37" East, 45.75 feet to a point; Thence North 42°17'21" East, 93.66 feet to a point; Thence North 49°59'16" East, 86.06 feet to a point; Thence North 56°26'22" East, 52.35 feet to a point; Thence North 43°10'50" East, 44.27 feet to a point; Thence North 29°55'17" East, 95.99 feet to a point on the said South Right-of-Way line of said "Northview Road"; Thence South 60°04'42" East and along the said South Right-of-Way line, 4.21 feet to a point of curvature; Thence Southeasterly 183.55 feet along the said South Right-of-Way line and the arc of a curve, whose center lies to the Northeast, whose radius is 575.00 feet, whose central angle is 18°17'22", and whose chord bears South 69°13'23" East, 182.77 feet to the point of beginning of this description.

Said Parcel contains 165,640 Square Feet (or 3.8026 Acres) of land, more or less

**EXHIBIT B**

(Condominium Plat)



pg. 27

*REGISTER OF DEEDS*

4744923

REGISTER OF DEEDS
WAUKESHA COUNTY, WI
RECORDED ON

November 10, 2023 01:31 PM
James R Behrend
Register of Deeds

4 PGS
TOTAL FEE:$50.00
TRANS FEE:$0.00

Book 8 Page 169-172

**DECLARANT:**
TALLGRASS VILLAS, LLC

# CONDOMINIUM PLAT OF TALLGRASS VILLAS CONDOMINIUM

CITY OF WAUKESHA
WAUKESHA COUNTY, WISCONSIN
(Residential Condominium)

NOTE "A":
INDICATES PHASE LINE ONLY AND DOES NOT REPRESENT ANY PROPERTY LINE FOR PURPOSES OF MEETING CODES AND ORDINANCES OF THE CITY OF WAUKESHA.

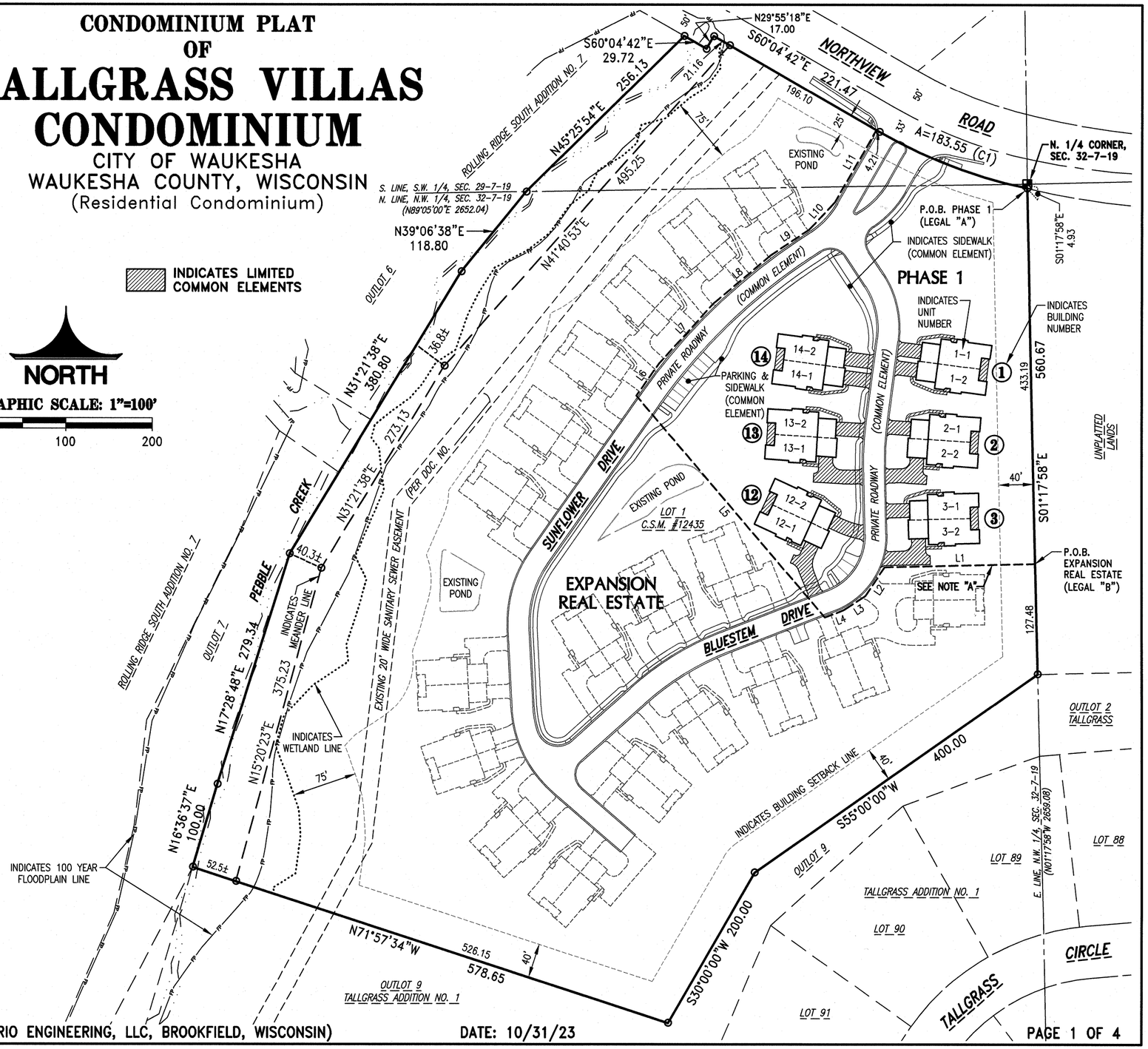
WISCONSIN
GRADY L. GOSSER
S-2972
MENOMONEE FALLS, WI
10-31-23
LAND SURVEYOR


TRIO
DESIGN • LAND SURVEYING • CIVIL ENGINEERING
4100 N. Calhoun Road
Suite 300
Brookfield, WI 53005
Phone: (262) 790-1480
Fax: (262) 790-1481


INDICATES LIMITED COMMON ELEMENTS

NORTH

GRAPHIC SCALE: 1"=100'
0 100 200




## CURVE TABLE:

| NO. | RADIUS | CENTRAL ANGLE | ARC | CHORD | CHORD BEARING | TANGENT IN | TANGENT OUT |
|---|---|---|---|---|---|---|---|
| C1 | 575.00 | 18°17'22" | 183.55 | 182.77 | S69°13'23"E | S60°04'42"E | S78°22'04"E |

## GENERAL NOTES:

- ALL BEARINGS ARE REFERENCED TO GRID NORTH OF THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD-27), IN WHICH THE EAST LINE OF THE N.W. 1/4 OF SECTION 32, TOWN 7 NORTH, RANGE 19 EAST, BEARS N01°17'58"W.
- ALL PORTIONS OF THE PROPERTY THAT ARE NOT SPECIFIED AS LIMITED COMMON ELEMENTS OR AS A UNIT SHALL BE CONSIDERED A COMMON ELEMENT.
- STOOPS, PATIOS, ENTRY SIDEWALKS, DECKS AND DRIVEWAYS, IF ANY, ARE LIMITED COMMON ELEMENTS ASSIGNED TO THE UNIT(S) THEY SERVICE.
- LENGTH OF LIMITED COMMON ELEMENT FROM GARAGE TO CURB VARIES AND IS INTENDED TO COVER THAT ENTIRE PORTION OF THE DRIVEWAY BETWEEN THE CURB AND THE GARAGE.
- THIS SURVEY DESCRIBES THE LAND AND BUILDINGS SUBJECT TO THE CONDOMINIUM DECLARATION DEPICTED HEREIN AS PHASE 1 AND THE LAND ADJACENT TO "TALLGRASS VILLAS CONDOMINIUM" WHICH MAY BE ADDED TO THE CONDOMINIUM IN ACCORDANCE WITH THE TERMS OF THE DECLARATION.
- THE DECLARANT HAS THE SOLE RIGHT TO DETERMINE THE LOCATION, SIZE, AND OTHER SIMILAR FEATURES WITHIN EXPANSION AREAS INCLUDING WITHOUT LIMITATION THE FUTURE UNITS, GENERAL COMMON ELEMENTS, AND LIMITED COMMON ELEMENTS (SEE CONDOMINIUM DECLARATION).

X:\2021\21-059-966 Bielinski Toll Gross Waukesha\Drawings\Survey\PLATS\550CPL01.dwg

THIS INSTRUMENT WAS DRAFTED BY GRADY L. GOSSER, P.L.S. (S-2972) (TRIO ENGINEERING, LLC, BROOKFIELD, WISCONSIN) DATE: 10/31/23

# CONDOMINIUM PLAT
# OF
# TALLGRASS VILLAS CONDOMINIUM
CITY OF WAUKESHA
WAUKESHA COUNTY, WISCONSIN
(Residential Condominium)

## LEGAL DESCRIPTION "A" (PHASE 1):

All that part of Lot 1 of Certified Survey Map No. 12435, recorded in the Office of the Register of Deeds for Waukesha County on April 18, 2023, in Book 128 of Certified Survey Maps, at Pages 323 through 329 inclusive, as Document No. 4716106. Being a part of the Southeast 1/4 of the Southwest 1/4 of Section 29 and the Northeast 1/4 of the Northwest 1/4 of Section 32, all in Town 7 North, Range 19 East, in the City of Waukesha, Waukesha County, Wisconsin, now being more particularly bounded and described as follows:

Commencing at the North 1/4 Corner of said Section 32; Thence South 01°17'58" East and along the East line of the said Northwest 1/4 Section, 4.93 feet to a point on the South Right-of-Way line of "Northview Road" and the place of beginning of lands hereinafter described;

Continuing thence South 01°17'58" East and along the said East line of the said Northwest 1/4 Section, 433.19 feet to a point; Thence South 88°42'04" West, 174.16 feet to a point; Thence South 33°48'10" West, 40.23 feet to a point; Thence South 57°01'50" West, 29.34 feet to a point; Thence South 68°38'40" West, 23.86 feet to a point; Thence North 40°28'22" West, 336.00 feet to a point; Thence North 35°08'37" East, 45.75 feet to a point; Thence North 42°17'21" East, 93.66 feet to a point; Thence North 49°59'16" East, 86.06 feet to a point; Thence North 56°26'22" East, 52.35 feet to a point; Thence North 43°10'50" East, 44.27 feet to a point; Thence North 29°55'17" East, 95.99 feet to a point on the said South Right-of-Way line of said "Northview Road"; Thence South 60°04'42" East and along the said South Right-of-Way line, 4.21 feet to a point of curvature; Thence Southeasterly 183.55 feet along the said South Right-of-Way line and the arc of a curve, whose center lies to the Northeast, whose radius is 575.00 feet, whose central angle is 18°17'22", and whose chord bears South 69°13'23" East, 182.77 feet to the point of beginning of this description.

Said Parcel contains 165,640 Square Feet (or 3.8026 Acres) of land, more or less.


4100 N. Calhoun Road
Suite 300
Brookfield, WI 53005
Phone: (262) 790-1480
Fax: (262) 790-1481


## LEGAL DESCRIPTION "B" (EXPANSION REAL ESTATE):

All that part of Lot 1 of Certified Survey Map No. 12435, recorded in the Office of the Register of Deeds for Waukesha County on April 18, 2023, in Book 128 of Certified Survey Maps, at Pages 323 through 329 inclusive, as Document No. 4716106. Being a part of the Southeast 1/4 of the Southwest 1/4 of Section 29 and the Northeast 1/4 of the Northwest 1/4 of Section 32, all in Town 7 North, Range 19 East, in the City of Waukesha, Waukesha County, Wisconsin, now being more particularly bounded and described as follows:

Commencing at the North 1/4 Corner of said Section 32; Thence South 01°17'58" East and along the East line of the said Northwest 1/4 Section, 4.93 feet to a point on the South Right-of-Way line of "Northview Road"; Continuing thence South 01°17'58" East and along the said East line of the said Northwest 1/4 Section, 433.19 feet to the place of beginning of lands hereinafter described;

Continuing thence South 01°17'58" East and along the said East line of the said Northwest 1/4 Section, 127.48 feet to a point; Thence South 55°00'00" West and along the North line of Outlot 9 of "Tallgrass Addition No. 1" (A Subdivision Plat of Record), 400.00 feet to a point; Thence South 30°00'00" West and along the said North line, 200.00 feet to a point; Thence North 71°57'34" West and along the said North line, 578.65 feet to a point on the East line of "Rolling Ridge South Addition No. 7" (A Subdivision Plat of Record); Thence North 16°36'37" East and along the said East line, 100.00 feet to a point; Thence North 17°28'48" East and along the said East line, 279.34 feet to a point; Thence North 31°21'38" East and along the said East line, 380.80 feet to a point; Thence North 39°06'38" East and along the said East line, 118.80 feet to a point on the North line of the said Northwest 1/4 Section, Thence North 45°25'54" East and along the said East line, 256.13 feet to a point on the said South Right-of-Way line of said "Northview Road"; Thence South 60°04'42" East and along the said South Right-of-Way line, 29.72 feet to a point; Thence North 29°55'18" East and along the said South Right-of-Way line, 17.00 feet to a point; Thence South 60°04'42" East and along the said South Right-of-Way line, 217.26 feet to a point; Thence South 29°55'17" West, 95.99 feet to a point; Thence South 43°10'50" West, 44.27 feet to a point; Thence South 56°26'22" West, 52.35 feet to a point; Thence South 49°59'16" West, 86.06 feet to a point; Thence South 42°17'21" West, 93.66 feet to a point; Thence South 35°08'37" West, 45.75 feet to a point; Thence South 40°28'22" East, 336.00 feet to a point; Thence North 68°38'40" East, 23.86 feet to a point; Thence North 57°01'50" East, 29.34 feet to a point; Thence North 33°48'10" East, 40.23 feet to a point; Thence North 88°42'04" East, 174.16 feet to the point of beginning of this description.

Said Parcel contains 546,661 Square Feet (or 12.5496 Acres) of land, more or less.

**LINE TABLE:**

| Line # | BEARING | LENGTH |
|---|---|---|
| L1 | S88°42'04"W | 174.16' |
| L2 | S33°48'10"W | 40.23' |
| L3 | S57°01'50"W | 29.34' |
| L4 | S68°38'40"W | 23.86' |
| L5 | N40°28'22"W | 336.00' |
| L6 | N35°08'37"E | 45.75' |
| L7 | N42°17'21"E | 93.66' |
| L8 | N49°59'16"E | 86.06' |
| L9 | N56°26'22"E | 52.35' |
| L10 | N43°10'50"E | 44.27' |
| L11 | N29°55'17"E | 95.99' |

## SURVEYOR'S CERTIFICATE:

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

This Condominium Plat is a correct representation of "TALLGRASS VILLAS CONDOMINIUM" Condominiums, and the identification and location of each unit and the common elements of the Condominium can be determined from this Plat. The common elements are defined to be all of the condominium property except the individual units described in the Plat and the Declaration.

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

Dated this 31st day of OCTOBER, 2023.

Grady L. Gosser 10-31-23
Grady L. Gosser, P.L.S.
Professional Land Surveyor S-2972

WISCONSIN
GRADY L. GOSSER
S-2972
MENOMONEE FALLS, WI
LAND SURVEYOR

THIS INSTRUMENT WAS DRAFTED BY GRADY L. GOSSER, P.L.S. (S-2972) (TRIO ENGINEERING, LLC, BROOKFIELD, WISCONSIN)

DATE: 10/31/23



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# CONDOMINIUM PLAT
# OF
# TALLGRASS VILLAS CONDOMINIUM

CITY OF WAUKESHA
WAUKESHA COUNTY, WISCONSIN
(Residential Condominium)


TRIO
DESIGN • LAND SURVEYING
CIVIL ENGINEERING

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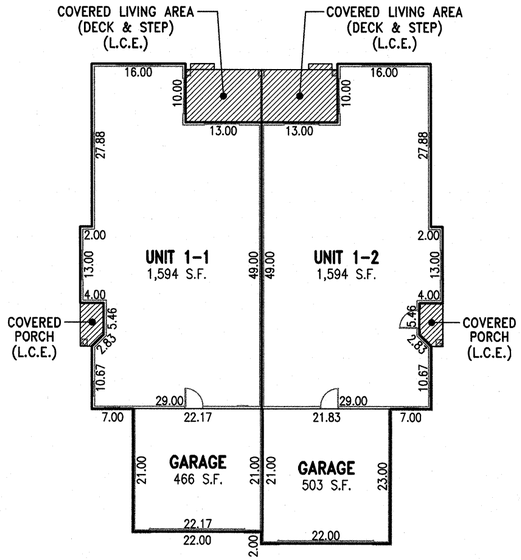

WISCONSIN
GRADY L. GOSSER
S-2972
MENOMONEE FALLS, WI
10-31-23
LAND SURVEYOR

## BUILDING PLAN DETAIL SHEET
SCALE: 1" = 20'

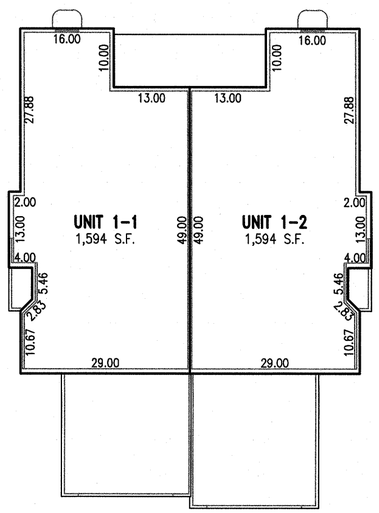
INDICATES LIMITED COMMON ELEMENTS

**NOTES:**
- ALL AREAS NOT SPECIFIED AS LIMITED COMMON ELEMENT OR AS A UNIT SHALL BE CONSIDERED A COMMON ELEMENT.
- LENGTH OF LIMITED COMMON ELEMENT FROM GARAGE TO CURB VARIES AND IS INTENDED TO COVER THAT ENTIRE PORTION OF THE DRIVEWAY BETWEEN THE CURB AND THE GARAGE.
- BUILDING SQUARE FOOT AREAS ARE APPROXIMATE, TAKEN FROM ARCHITECTURAL PLANS OF RECORD AND NOT MEASURED AS-BUILT, AND DO NOT INCLUDE POSSIBLE CHANGES REQUESTED BY PURCHASER AND DO NOT REPRESENT OPTIONAL FEATURES AVAILABLE FOR EACH UNIT.
- BUILDINGS AND IMPROVEMENTS SHOWN ON THIS EXHIBIT REPRESENT PROPOSED CONSTRUCTION AND THE BUILDING DIMENSIONS OF INDIVIDUAL UNITS ARE APPROXIMATE.

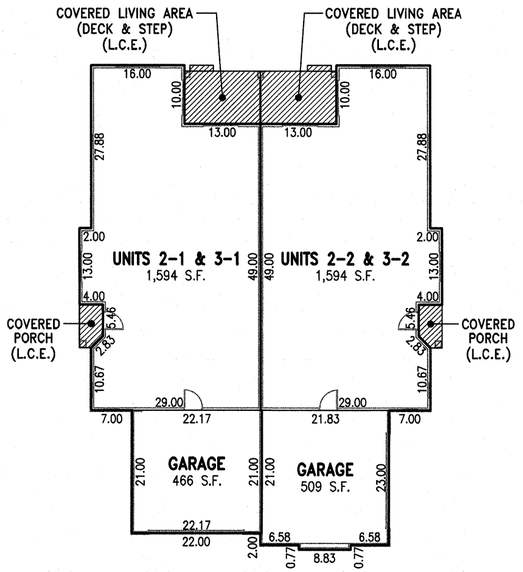
## BUILDING 1
## FIRST FLOOR PLAN



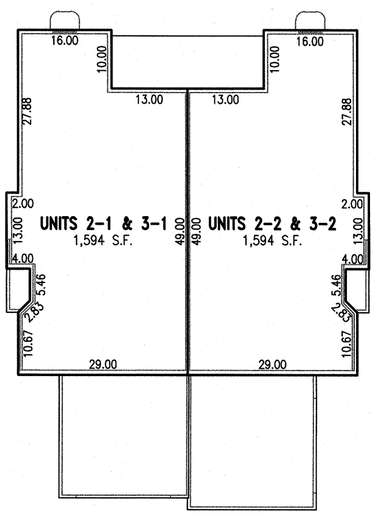

## BUILDING 1
## FOUNDATION PLAN




## BUILDINGS 2 & 3
## FIRST FLOOR PLAN




## BUILDINGS 2 & 3
## FOUNDATION PLAN




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THIS INSTRUMENT WAS DRAFTED BY GRADY L. GOSSER, P.L.S. (S-2972) (TRIO ENGINEERING, LLC, BROOKFIELD, WISCONSIN)

DATE: 10/31/23



171

# CONDOMINIUM PLAT
# OF
# TALLGRASS VILLAS CONDOMINIUM

CITY OF WAUKESHA
WAUKESHA COUNTY, WISCONSIN
(Residential Condominium)


TRIO
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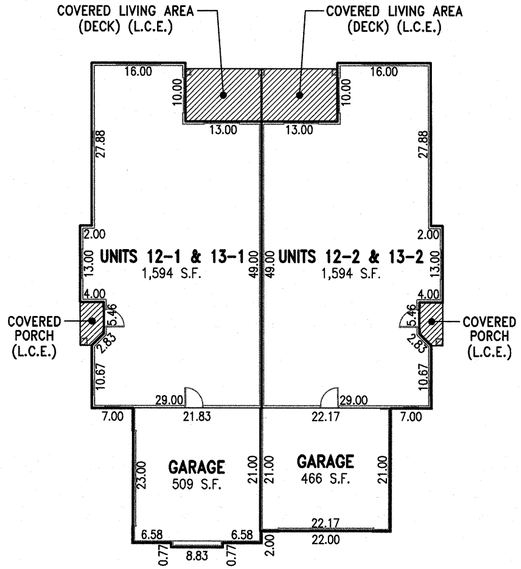

WISCONSIN
GRADY L. GOSSER
S-2972
MENOMONEE FALLS, WI
10-31-23
LAND SURVEYOR

## BUILDING PLAN DETAIL SHEET
SCALE: 1" = 20'

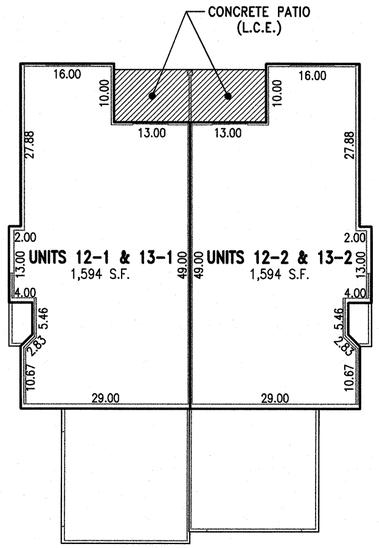
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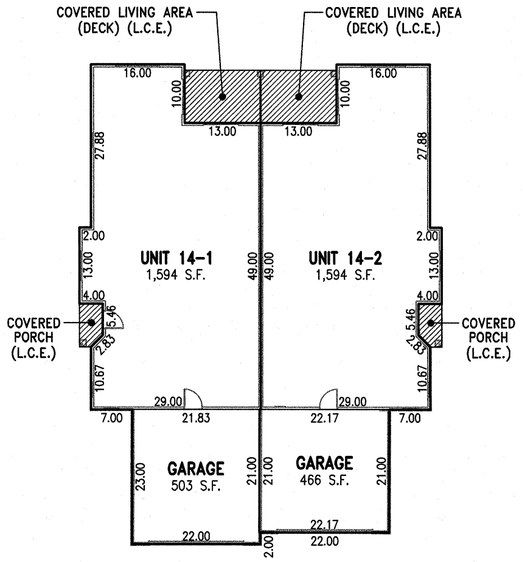
## BUILDINGS 12 & 13
### FIRST FLOOR PLAN



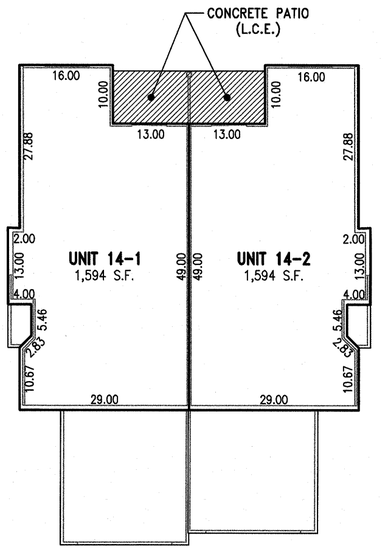

## BUILDINGS 12 & 13
### FOUNDATION PLAN




## BUILDING 14
### FIRST FLOOR PLAN




## BUILDING 14
### FOUNDATION PLAN




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THIS INSTRUMENT WAS DRAFTED BY GRADY L. GOSSER, P.L.S. (S-2972) (TRIO ENGINEERING, LLC, BROOKFIELD, WISCONSIN)

DATE: 10/31/23



172

## EXHIBIT C

All addresses are Waukesha, Wisconsin.

| Pad No. | CBU Box # | Steet # | Street Name |
|---|---|---|---|
| 1L | 1L | 2127 | Bluestem Dr |
| 1R | 1L | 2125 | Bluestem Dr |
| 2L | 1L | 2119 | Bluestem Dr |
| 2R | 1L | 2117 | Bluestem Dr |
| 3L | 1L | 2111 | Bluestem Dr |
| 3R | 1L | 2109 | Bluestem Dr |
| 12L | 2M | 2100 | Bluestem Dr |
| 12R | 2M | 2102 | Bluestem Dr |
| 13L | 2M | 2106 | Bluestem Dr |
| 13R | 2M | 2108 | Bluestem Dr |
| 14L | 2M | 2114 | Bluestem Dr |
| 14R | 2M | 2116 | Bluestem Dr |

# EXHIBIT D

(Legal Description For Expansion Real Estate)

**LEGAL DESCRIPTION "B" (EXPANSION REAL ESTATE):**

All that part of Lot 1 of Certified Survey Map No. 12435, recorded in the Office of the Register of Deeds for Waukesha County on April 18, 2023, in Book 128 of Certified Survey Maps, at Pages 323 through 329 inclusive, as Document No. 4716106. Being a part of the Southeast 1/4 of the Southwest 1/4 of Section 29 and the Northeast 1/4 of the Northwest 1/4 of Section 32, all in Town 7 North, Range 19 East, in the City of Waukesha, Waukesha County, Wisconsin, now being more particularly bounded and described as follows:

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Continuing thence South 01°17'58" East and along the said East line of the said Northwest 1/4 Section, 127.48 feet to a point; Thence South 55°00'00" West and along the North line of Outlot 9 of "Tallgrass Addition No. 1" (A Subdivision Plat of Record), 400.00 feet to a point; Thence South 30°00'00" West and along the said North line, 200.00 feet to a point; Thence North 71°57'34" West and along the said North line, 578.65 feet to a point on the East line of "Rolling Ridge South Addition No. 7" (A Subdivision Plat of Record); Thence North 16°36'37" East and along the said East line, 100.00 feet to a point; Thence North 17°28'48" East and along the said East line, 279.34 feet to a point; Thence North 31°21'38" East and along the said East line, 380.80 feet to a point; Thence North 39°06'38" East and along the said East line, 118.80 feet to a point on the North line of the said Northwest 1/4 Section, Thence North 45°25'54" East and along the said East line, 256.13 feet to a point on the said South Right-of-Way line of said "Northview Road"; Thence South 60°04'42" East and along the said South Right-of-Way line, 29.72 feet to a point; Thence North 29°55'18" East and along the said South Right-of-Way line, 17.00 feet to a point; Thence South 60°04'42" East and along the said South Right-of-Way line, 217.26 feet to a point; Thence South 29°55'17" West, 95.99 feet to a point; Thence South 43°10'50" West, 44.27 feet to a point; Thence South 56°26'22" West, 52.35 feet to a point; Thence South 49°59'16" West, 86.06 feet to a point; Thence South 42°17'21" West, 93.66 feet to a point; Thence South 35°08'37" West, 45.75 feet to a point; Thence South 40°28'22" East, 336.00 feet to a point; Thence North 68°38'40" East, 23.86 feet to a point; Thence North 57°01'50" East, 29.34 feet to a point; Thence North 33°48'10" East, 40.23 feet to a point; Thence North 88°42'04" East, 174.16 feet to the point of beginning of this description.

Said Parcel contains 546,661 Square Feet (or 12.5496 Acres) of land, more or less.