DISCLOSURE MATERIALS

Athens Avenue Conodominium

Racine, Wisconsin

Declarant and

Declarant's Agent: Robert H. LaPour
1300 South Green Bay Road
Racine, WI 53406

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

2. THESE DISCLOSURE MATERIALS GIVEN TO YOU AS REQUIRED BY LAW MAY BE RELIED UPON AS CORRECT AND BINDING. ORAL STATEMENTS MAY NOT BE LEGALLY BINDING.

3. YOU MAY AT ANY TIME WITHIN 5 BUSINESS DAYS FOLLOWING RECEIPT OF THESE DOCUMENTS, OR FOLLOWING NOTICE OF ANY MATERIAL CHANGES IN THESE DOCUMENTS, CANCEL IN WRITING THE CONTRACT OF SALE AND RECEIVE A FULL REFUND OF ANY DEPOSITS MADE.

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

1. Declaration. The Declaration establishes and describes the Condominium, the units and the common elements. The declaration (Without Exhibits B or E attached) begins on page. IV

2. By-Laws. The By-Laws contain rules which govern the condominium and effect the rights and responsibilities of unit owners. The By-Laws are recorded as Exhibit B of the Declaration and begin on page VI

3. Articles of Incorporation. The operation of the Condominium is governed by the Association, of which each unit owner is a member. Powers, duties and operation of the Association are specified in the Articles of Incorporation of the Association. The Articles of Incorporation begin on page X

4. Annual Operating Budget. The Association incurs expenses for the operation of the Condominium which are assessed to the unit owners. The operating budget is an estimate of those charges which are in addition to mortgage and utility payments. The budget begins on page. XI

5. Management Contracts. Management services will be provided to the Condominium upon the termination of Declarant control. The form of contract which will be used if FHA insures any Unit mortgages, begins on page XII

6. Regulatory Agreement. In order for the Condominium units to qualify for insured mortgage financing through the Federal Housing Administration of the Department of Housing and Urban Development, the Association is required to comply with certain regulations set forth in an agreement with the Federal Housing Commissioner. The agreement is recorded as Exhibit C of the Declaration and begins on page XIII

7. Floor Plan and Plat of Survey. The Declarant has provided floor plans of the units being offered for sale and a plat of survey of the Condominium which shows the location of the unit you are considering and all facilities and common elements which are part of the Condominium. The floor plans and plat of survey are set forth in the Condominium Plat which is as Exhibit A of the Declaration and begins on page XIV

DECLARATION

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ATHENS AVENUE CONDOMINIUM
DECLARATION OF CONDOMINIUM

Robert H. LaPour (the "Declarant") does hereby declare that the real estate described below is subject to the Wisconsin Condominium Ownership Act. The said real estate and all the improvements now or subsequently placed thereon and the appurtenances thereto shall hereafter be known and described as Athens Avenue Condominium (the "Condominium"). The address of the Condominium shall be the address of all units (as hereinafter defined) which is the following numbers on Athens Avenue, Racine, Wisconsin: 5200, 5202, 5204, 5206, 5208, 5210, 5212, 5214, 5216, and 5218; 5222, 5224, 5226, 5228, 5300, 5302, 5304, 5306, 5308 and 5310; 5312, 5314, 5316, 5318, 5320, 5322, 5324, 5326, 5328 and 5330.

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

> Lots 1, 2 and 3 in Block 4 in Highland Village No. 2, being a Subdivison of a part of the SW 1/4 and the NW 1/4 of the SE 1/4 of Section 13, T3N, R22E, in the City of Racine.

The land has a total area of approximately 78,552 square feet, of which approximately 18,384 square feet will constitute units.

2. Description of Buildings. Three buildings containing a total of 30 units and an equipment building have been constructed upon the land with locations as shown on the Condominium Plat attached hereto as Exhibit A and made a part hereof. The condominium dwelling units in each building are hereinafter called "units". The buildings are designated Buildings A, B and C as indicated on the Condominium Plat.

The buildings each contain ten units. Each building has a basement, first floor, second floor and storage attic. The principal materials of which the buildings are constructed are concrete block foundation, concrete slab basement, drywall interior partitions, wood frame, wood and

concrete floors and a combination of one or more of the following exteriors: lannon stone, split rock, brick and cedar siding. All roofs are composition shingle. Each building has a sump pump located in each of the two end units. The cost of the electricity used to operate these sump pumps shall be paid by Athens Avenue Condominium Association, Inc., a Wisconsin nonstock, nonprofit corporation serving as the association of unit owners for the Condominium (the "Association"), as provided in section 16, Article V of the By-Laws of the Association (the "By-Laws"), attached hereto as Exhibit B and made a part hereof.

3. Description of Units.

(a) The Unit number of each unit shall be its address. A general description of each Unit, including its perimeters, location, number of rooms and immediate common area to which it has access are shown on the Condominium Plat which includes a set of floor plans. Working drawings and general specifications for the project are on file at the office of the Declarant, 1300 South Green Bay Road, Racine Wisconsin 53406.

(b) The boundaries of each unit shall consist of that part of the cubic area of each building which is enclosed as follows:

(i) The vertical or parametrical boundaries of the unit shall be the plane of the outer surfaces of the drywall (being the first layer of double drywall as to common walls between units) and the plane of the outside faces of doors and windows bounding a dwelling extended in each case to an intersection with the upper and lower boundaries; and

(ii) The upper boundary shall be the plane of the outer surface of the second floor ceiling drywall and the lower boundary shall be the plane of the underside of the basement floor.

(c) Units vary in size from approximately 1,550 square feet to approximately 1,745 square feet of living space including the basement. Approximate dimensions of rooms are shown on the Condominium Plat. Each unit contains a basement, living room, kitchen, dining area and lavatory on the first floor and three bedrooms and a bathroom on the second floor.

(d) Each unit is equipped with a gas-fired, forced hot air heating unit and an automatic gas-fired glass lined hot water heater. Electricity and gas are separately metered. An air-conditioning system and disposal are optional in each unit.

(e) It is intended that the structural portions of each building be common elements except for the drywall and floors which are included within the boundaries of the units described in section 3(b) of this Declaration. The utility lines and plumbing (except sump pumps) located within the boundaries of the units shall be repaired and maintained by and at the expense of the respective unit owner. The utility lines and plumbing not located within the boundaries of the units and the sump pumps shall be repaired and maintained by and at the expense of the Association. The heating and central air-conditioning system and water heater shall be considered part of the respective unit serviced by said items and shall be replaced, repaired and maintained by and at the expense of the unit owner.

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

4. Common Elements.

(a) The common elements shall include all of the Condominium except its units and shall include, but not be limited to, the following: land, walks, driveways, parking areas, fences, sump pumps and equipment building. The common elements, shall be repaired and maintained by and at the expense of the Association.

(b) The common elements of the Condominium (including the limited common elements) shall remain undivided and no unit owner shall bring any action for partition and division thereof.

(c) Each unit has a front and rear access to common elements.

5. Description of Limited Common Elements. The following common elements are permanently assigned to and limited to the use of units as follows (the "limited common elements"):

(a) The land constituting "designated lot areas" at the front and rear of each unit as shown approximately on the Condominium Plat, the attic space above each unit and the land under each unit. "Basket weave fences" as shown on the Condominium Plat identify and partially separate the designated lot areas at the rear of each unit. These fences do not coincide with an extention of the common walls separating units. These fences shall not be removed by any person (except for periodic replacement in the same location) without unanimous consent of the Board of Directors of the Association.

(b) The black topped parking spaces located to the rear of the unit and immediately adjacent to the designated lot areas assigned to the unit as shown on the Condominium Plat.

6. Percentage Interests and Voting. (a) The undivided percentage interest in the common elements (including limited common elements) appertaining to each unit shall be 3.33%. The undivided percentage interest in the common elements shall not be separated from the unit to which it appertains and shall be deemed conveyed or encumbered with the unit even though such interest is not expressly described or mentioned in the conveyance or other instrument. The undivided percentage interest in the common elements established herein shall not be changed except with the approval of all unit owners pursuant to a duly recorded amendment to this Declaration.

(b) There shall be one vote appertaining to each unit.

7. Residential Use. All units are intended for and shall be restricted to use by the owner, his family, lessees, invitees and frequenters, for residential purposes only. All buildings are intended for and restricted to use for residential purposes only.

8. Service of Process. The resident agent for the Condominium shall be the Declarant. Service of process shall be made upon the Declarant at 1300 South Green Bay Road, Racine, Wisconsin 53406 as to matters provided in the Wisconsin Condominium Ownership Act until all units have been sold, conveyed and paid for or until the first meeting of the unit owners, at which time the Association may designate a successor by vote of a simple majority of a quorum present at any meeting (members or Board of Directors) of the Association.

9. Rental of Units.

(a) Subject to the provisons of paragraph(b) hereof, unit owners may rent their units by written lease to whomever and on whatever terms and conditions as they so desire provided the Association is given notice of the name and permanent address of the tenants and further provided that the lease specifically obligates the tenant to abide by the Declaration, the By-Laws and rules and regulations adopted pursuant thereto and, while any unit or portion of the Property is encumbered by an FHA-insured mortgage, the Regulatory Agreement executed by the Association and the Commissioner of the Federal Housing Administration ("Regulatory Agreement") attached hereto as Exhibit C and made a part hereof.

(b) Units owners shall not rent their units for transient or hotel purposes, which shall be defined as:

(i) Rental for any period less than 30 days, or

(ii) Any rental if the tenants are provided customary hotel services, such as room service for food and beverage, maid service, laundry and linen service and bell boy service.

10. Foreclosure of a Unit Mortgage. No mortgagee or other purchaser of a unit who obtains title by reason of foreclosure of a mortgage covering a unit, its successors or assignees shall be liable for assessments by the Association which become due prior to the acquisition of title; provided, however, that the above shall not be construed to prevent the Association from filing and claiming liens for such assessments and enforcing same as provided by law, and that such assessment liens shall be subordinate to such mortgage.

11. Voluntary Conveyance of Unit. In a voluntary conveyance of a unit, the grantee of the unit shall be jointly and severaly liable with the grantor for all unpaid assessments by the Association for his share of the common expenses up to the time of the grant or conveyance without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. However, any such grantee shall be entitled to a statement from the Manager or Board of Directors of the Association, as the case may be, setting forth the amount of the unpaid assessments against the grantor due the Association and such grantee shall not be liable for, nor shall the unit conveyed be subject to a lien for, any unpaid assessments made by the Association against the grantor in excess of the amount therein set forth.

12. Insurance. The Board of Directors of the Association shall obtain and maintain fire insurance with extended coverage, vandalism and malicious mischief endorsements, insuring the property in form and amount provided in section 2, Article V of the By-Laws, but without prejudice to the rights of the unit owners to obtain and maintain additional insurance for their units. Insurance premiums for the insurance obtained by the Board of Directors shall be common expense to be paid by monthly assessments levied by the Association which payments shall be held in a separate escrow account of the Association and used solely for the payment of insurance premiums as such premiums become due.

13. Damage or Destruction. In the event the Condominium is destroyed or damaged in an amount in excess of $10,000, and insurance proceeds, if any, are insufficient to complete repair or reconstruction, action by the Association by vote of a majority of unit owners, as defined in the

By-Laws, taken within 90 days after such damage or destruction shall be necessary to determine to repair, reconstruct or sell the Condominium as more fully described in section 3, Article V of the By-Laws and section 703.18(b) of the Wisconsin Condominium Ownership Act. Damage or destruction to a lesser extent, and damage or destruction in an amount in excess of $10,000 for which insurance proceeds are sufficient to complete repair or reconstruction, shall be repaired and reconstructed pursuant to arrangement by the Board of Directors of the Association as provided in said section of the By-Laws.

14. Further Matters.

(a) All present and future owners of units, tenants of such owners and any other occupants of units, employees of owners, or any other persons that in any manner use or come upon the Condominium or any part thereof shall be subject to and shall comply with the provisions of this Declaration, the Articles of Incorporation of the Association (the "Articles"), the By-Laws and rules and regulations adopted pursuant thereto, as these instruments may be amended from time to time, and while any unit or portion of the Property is encumbered by an FHA-insured mortgage, the Regulatory Agreement. The acceptance of a deed or conveyance, or the entering into of a lease, or the entering into occupancy of any unit shall constitute an acceptance by such owner, tenant or occupant of the provisions of such instruments, as they may be amended from time to time. The provisions contained in such instruments shall be covenants running with the land and shall bind any person having at any time any interest or estate in such unit, as though such provisions were recited and fully stipulated in each deed, conveyance or lease thereof. The enforcement thereof shall be by judicial proceedings to recover sums due, for damages or for injunctive relief.

(b) The Declarant hereby reserves the right for a period of three years from date hereof to cause one or more of the units it owns to be maintained as a model unit, and to maintain a sales office in the Condominium, and to display such models and the common elements of the Condominium for purposes of selling units in the Condominium or in other projects of the Declarant.

(c) Rules and regulations (in addition to the By-Laws) concerning the use of the units and the common

and limited common elements, including provisions limiting keeping of animals and other pets, may be promulgated and amended by the Board of Directors of the Association. Copies of such rules and regulations shall be furnished by the Board of Directors of the Association to each unit owner prior to their effective date.

(d) The Declarant hereby reserves for the Association acting by and in the discretion of its Board of Directors, the right to grant to the City of Racine, Wisconsin, or public or semi-public utility companies, easements and rights-of-way for the erection, construction and maintenance of all poles, wires, pipes and conduits for the transmission of electricity, gas, water, telephone and for other purposes, for sewers, storm water drains, gas mains, water pipes and mains, and similar service, and for performing any public or quasi-public utility function that said Board of Directors may deem fit and proper for the improvement and benefit of the Condominium. Such easements and rights-of-way shall be confined, so far as possible, in underground pipes or other conduits, with the necessary rights of ingress and egress therefrom and with the rights to do whatever may be necessary to carry out the purposes for which this easement is created.

15. Additional Rights of Lenders.

(a) As to the holder of any mortgage or land contract vendor (the "Lender") of a unit which has notified the Association in writing delivered or mailed by certified mail to the place for service of process stated in section 8 of this Declaration that it desires to receive notice of the following matters:

(i) The Board of Directors of the Association shall give the Lender written notice by mail of the call of any meeting of the membership or the Board of Directors of the Association to be held for the purpose of considering any proposed amendment to this Declaration, the Articles or the By-Laws;

(ii) The Board of Directors of the Association shall give the Lender by mail a copy of the notice of default which is given to any unit owner on any failure to comply with or violation of any of the provisions of this Declaration, the Articles, the By-Laws and rules and regulations promulgated thereunder, and any amendments

thereto, simultaneously with the giving of required notice to any unit owner; and

(iii) The Board of Directors of the Association shall notify the Lender of physical damage to structure, fixtures or equipment of a unit in an amount exceeding $10,000 when such damage is known to the Board of Directors and shall notify all Lenders if common elements of the Condominium are damaged in an amount exceeding $10,000.

(b) Unless all Lenders have given their prior written approval, the Association shall not:

(i) Change the undivided percentage interest in the common elements of the Condominium appertaining to each unit;

(ii) Partition or subdivide any unit or the common elements of the Condominium; or

(iii) By act or omission seek to abandon the condominium status of the Condominium except as provided in section 13 of this Declaration.

16. Amendment of Declaration.

(a) This Declaration may be amended (except to correct errors or omissions) and the Condominium status of the Condominium may be abandoned only with the unanimous written consent of the unit owners and the mortgagees and land contract vendors having interest in the units of the Condominium. Any errors or omissions may be corrected by recorded affidavit of Declarant.

(b) Each unit owner, by acceptance of a Condominium deed to a unit, shall thereby appoint the Declarant and its successors and assigns as attorney-in-fact with irrevocable power coupled with an interest to execute and deliver prior to the initial conveyance of all of the units such amendment or amendments to this Declaration and the By-Laws as are necessary to comply with the requirements of the Department of Veterans Affairs of the State of Wisconsin, the Veterans Administration of the Department of Veterans Benefits of the United States and the Federal Housing Administration of the Department of Housing and Urban Development

of the United States for guaranteed and insured mortgage financing and shall thereby consent to such amendment or amendments.

17. Assessment of Common Expenses.

(a) Common expenses shall be assessed in 30 equal shares against the unit owners of each unit collectively; in other words, 1/30 of the common expenses shall be assessed against the unit owners of each unit collectively.

(b) No unit owner may exempt himself from liability for his contribution towards common expenses by waiver of the use or enjoyment of any of the common or limited common elements or by the abandonment of his unit.

18. Covenants of Declarant. So long as the Declarant owns one or more units, the Declarant shall be subject to the provisions of the Declaration and of the Exhibits attached hereto; and the Declarant covenants to take no action which will adversely affect the rights of the Association with respect to assurances against latent defects in the Condominium or other rights assigned to the Association, the unit owners and their successors in interest, as their interests may appear by reason of the establishment of the Condominium.

IN WITNESS WHEREOF, this document has been executed this 17th day of May, 1979.

BY /s/ Robert H. LaPour
Robert H. LaPour

State of Wisconsin)
: SS
Racine County)

Personally came before me this 17th day of May, 1979, Robert H. LaPour to me known to be the person who executed the foregoing instrument and acknowledged that he executed the same.

/s/ Patricia L. Green
(Patricia L. Green)
Notary Public, State of Wisconsin
My commission April 17, 1983.

The undersigned mortgagee consents to the above Declaration of Condominium.

SOUTHEASTERN SAVINGS ASSOCIATION

BY /s/ Edward L. Hartgerink

This instrument was drafted by Kathleen Hyland.

Please return to: Kathleen Hyland, Esq.
1800 Marine Plaza
Milwaukee, WI 53202

BY-LAWS

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BY-LAWS OF

ATHENS AVENUE CONDOMINIUM ASSOCIATION INC.

ARTICLE I

Plan of Unit Ownership

Section 1. Condominium Unit Ownership. The property located in the City of Racine, Racine County, State of Wisconsin (the "Property") known as ATHENS AVENUE CONDOMINIUM, has been submitted to the provisions of the Wisconsin Condominium Ownership Act by a Declaration of Condominium (the "Declaration") recorded in the office of the Register of Deeds for _____ County on _____, 19__, as Document No. _____.

Section 2. Applicability of By-Laws and Definitions. These By-Laws are adopted as the By-Laws of Athens Avenue Condominium Association, Inc. (the "Association"), a Wisconsin corporation organized under the Wisconsin Nonstock Corporation Law to serve as an association of unit owners under the Wisconsin Condominium Ownership Act. The provisions of these By-Laws are applicable to the Property and to the use and occupancy thereof. The term "Property" and other terms used herein shall, unless the context or the Declaration requires otherwise, have the same meaning as the definitions contained in section 703.02 of the Wisconsin Condominium Ownership Act.

Section 3. Office and Mailing Address. The office and mailing address of the Association and of the Board of Directors of the Association (the "Board of Directors") shall be located at 1300 South Green Bay Road, Racine, WI 53406.

ARTICLE II

Board of Directors

Section 1. Number and Qualification. The affairs of the Association and of the Property shall be governed by the Board of Directors. Until election of a new Board of Directors by the unit owners pursuant to section 1(c),

Article III of these By-Laws, the Board of Directors shall consist of such persons as shall have been designated by Robert H. LaPour (the "Declarant") or as shall have been elected by the unit owners pursuant to section 1(b), Article III of these By-Laws. Thereafter the Board of Directors shall be composed of five persons, all of whom shall be owners of units, or, in the case of partnership owners, shall be members or employees of such partnership, or in the case of corporate owners, shall be officers, stockholders, or employees of such corporations, or in the case of fiduciary owners, shall be the fiduciaries, or officers or employees of such fiduciaries.

Section 2. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and of the Property, including, but not limited to, the power to borrow money and to acquire and convey property, except such powers and duties as by law or by the Declaration or by these By-Laws may not be delegated to the Board of Directors by the unit owners. The Board of Directors shall have full powers and authority necessary for or desirable for the complete enforcement and administration of the Property and the provisions of the Wisconsin Condominium Ownership Act, the Declaration, these By-Laws and rules and regulations hereunder.

Section 3. Professional Manager. The Board of Directors shall employ a professional real estate management firm at a compensation established by the Board of Directors to manage the Property and to perform such other duties as the Board of Directors shall authorize. The management agreement shall have a term not to exceed three years, shall be terminable with cause upon 30 days' notice and shall be renewable by consent of the Association and the manager.

Section 4. Election and Term of Office. At the first annual meeting of the unit owners, the term of office of three members of the Board of Directors shall be fixed at three years, the term of office of two members of the Board of Directors shall be fixed at two years and the term of office of one member of the Board of Directors shall be fixed at one year. At the expiration of the initial term of office of each member of the Board of Directors, his successor shall be elected to serve for a term of three years. The members of the Board of Directors shall hold office until their respective successors shall have been elected by the unit owners.

Section 5. Removal of Members of the Board of Directors. At any regular or special meeting of unit owners, any one or more of the members of the Board of Directors may be removed with or without cause by a majority of the authorized votes of all unit owners and a successor may then and there or thereafter be elected to fill the vacancy thus created. Any member of the Board of Directors whose removal has been proposed by the unit owners shall be given an opportunity to be heard at the meeting.

Section 6. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a member thereof by a vote of the unit owners, shall be filled by vote of a majority of the remaining members at a special meeting of the Board of Directors held for that purpose promptly after the occurrence of any such vacancy even though the members present at such meeting may constitute less than a quorum, and each person so elected shall be a member of the Board of Directors until a successor shall be elected at the next annual meeting of the unit owners.

Section 7. Organization Meeting. The first meeting of the members of the Board of Directors following the first annual meeting of the unit owners shall be held within ten days thereafter, at such time and place as shall be fixed by the unit owners at the meeting at which such Board of Directors shall have been elected, and no notice shall be necessary to the newly elected members of the Board of Directors in order legally to constitute such meeting, provided that a majority of the whole Board of Directors shall be present thereat.

Section 8. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the members of the Board of Directors, but at least two such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each member of the Board of Directors, by mail, telephone or telegraph, at least three days prior to the day named for such meeting.

Section 9. Special Meetings. Special meetings of the Board of Directors may be called by the President on three days' notice to each member of the Board of Directors, given by mail, telephone or telegraph, which notice shall

state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least three members of the Board of Directors.

Section 10. Waiver of Notice. Before or at any meeting of the Board of Directors, any member of the Board of Directors may waive notice of such meeting in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Board of Directors at any meeting of the Board shall constitute a waiver of notice by him of the time and place thereof. If all the members of the Board of Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 11. Quorum of Board of Directors. At all meetings of the Board of Directors, a majority of the members thereof shall constitute a quorum for the transaction of business, and the votes of a majority of the members of the Board of Directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. If at any meeting of the Board of Directors there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 12. Fidelity Bonds. The Board of Directors shall obtain fidelity bonds for all officers and employees of the Association and the manager handling or responsible for funds of the Association. The bonds shall name the Association as an obligee and shall provide coverage in an amount equal to at least 150% of the estimated annual common expenses. The premiums on such bonds shall constitute a common expense.

Section 13. Compensation. No member of the Board of Directors shall receive any compensation from the Association for acting as such.

Section 14. Liability of the Board of Directors. The members of the Board of Directors shall not be liable to the unit owners for any mistake of judgment, failure to

adhere to the provisions of the Declaration or these By-Laws, negligence or otherwise, except for their own individual willful misconduct or bad faith. The unit owners shall indemnify and hold harmless each member of the Board of Directors against all contractual liability to others arising out of contracts made by the Board of Directors on behalf of the Association unless any such contract shall have been made in bad faith. It is intended that the members of the Board of Directors shall have no personal liability with respect to any contract made by them on behalf of the Association. It is also intended that the liability of the unit owners arising out of any contract made by the Board of Directors or out of the indemnity in favor of the members of the Board of Directors shall be shared equally by all of the unit owners, and the liability of any single unit owner shall be limited to such equal proportionate share of the total liability. The Board of Directors may obtain directors' and officers' liability insurance and the premium therefor shall constitute a common expense.

Section 15. Informal Action. Any action which is required to be taken at a meeting of the Board of Directors or which may be taken at such a meeting, may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all of the directors entitled to vote with respect to the subject matter. Such consent shall have the same force and effect as a unanimous vote.

ARTICLE III

Unit Owners

Section 1. Annual Meetings.

(a) Until the first annual meeting of the unit owners as described below, until the Declarant designates otherwise, or until the unit owners elect a member of the Board of Directors pursuant to this section prior to the first annual meeting of the unit owners, the initial Board of Directors named in the Articles of Incorporation of the Association shall serve as the Board of Directors.

(b) Prior to the conveyance of 25% of the undivided percentage interest in the common elements, the Declarant shall call a meeting of the unit owners. At such

meeting one of the designees of the Declarant on the Board of Directors shall resign and the unit owners other than the Declarant shall elect a successor by vote of a majority of those unit owners. Such successor shall serve until the first annual meeting of the unit owners. If such successor shall resign prior to the first annual meeting of the unit owners, a successor to him shall be elected in the same manner.

(c) Thirty days after 51% of the units shall have been sold and conveyed by the Declarant or such earlier time as determined by the Declarant but not later than two years from the date of recording the Declaration, the Declarant shall call the first annual meeting of the unit owners. At such meeting, the designees of the Declarant and any other members of the Board of Directors elected by the unit owners shall resign as members of the Board of Directors, and all unit owners, including the Declarant, shall elect a new Board of Directors. Thereafter, the annual meeting of the unit owners shall be held on the second Monday of January of each succeeding year. At such meetings, the Board of Directors shall be elected by ballot of the unit owners in accordance with the requirements of section 4 Article II of these By-Laws. The unit owners may transact such other business at such meetings as may properly come before them.

Section 2. Place of Meetings. Meetings of the unit owners shall be held at the principal office of the Association or at such other suitable place convenient to the unit owners as may be designated by the Board of Directors.

Section 3. Special Meetings. It shall be the duty of the President to call a special meeting of the unit owners if so directed by resolution of the Board of Directors or upon a petition signed and presented to the Secretary by a majority of unit owners or, while any unit or portion of the Property is encumbered by an FHA-insured mortgage, at the request of the Federal Housing Commissioner or its duly authorized representative. The notice of any special meeting shall state the time, place and purpose of the meeting. No business shall be transacted at a special meeting except as stated in the notice, unless by consent of 80% of the unit owners present, either in person or by proxy.

Section 4. Notice of Meetings. The Secretary shall mail to each unit owner of record or cause to be delivered to each unit owner of record a notice of each annual or special meeting of the unit owners, at least ten but not more than fifteen days prior to such meeting, stating the purpose thereof as well as the time and place where it is to be held, at the address of his unit or at such other address as such unit owner shall have designated by notice in writing to the Secretary. Notices of all meetings called while any unit or portion of the Property is encumbered by an FHA-insured mortgage shall be mailed to the Director of the local insuring office of the Federal Housing Administration.

Section 5. Adjournment of Meetings. Any meeting of unit owners at which a quorum has or has not attended may be adjourned to a time not less than 48 hours from the time the original meeting was called at the option of the unit owners by vote of a majority of the authorized votes of the unit owners who are present, either in person or by proxy, at such meeting.

Section 6. Order of Business. The order of business at all meetings of the unit owners shall be as follows:

(a) Roll call.

(b) Proof of notice of meeting or waiver of notice.

(c) Reading of minutes of preceding meeting.

(d) Reports of officers.

(e) Report of Federal Housing Administration representative, if present.

(f) Report of committees.

(g) Election of inspectors of election.

(h) Election of directors.

(i) Unfinished business.

(j) New business.

Section 7. Title to Units. Title to units may be taken in the name of an individual or in the names of two or more persons, as tenants in common or as joint tenants, in the name of a corporation or partnership, or in the name of a fiduciary.

Section 8. Voting. Each unit owner shall furnish the Association with his name and current mailing address. No unit owner may vote at meetings of the Association until this information is furnished. The owner or owners of each unit, or some person designated by such owner or owners to act as proxy on his or their behalf and who need not be an owner, shall be entitled to cast the vote appurtenant to such unit at all meetings of unit owners. The designation of any such proxy shall be made in writing to and be filed with the Secretary before the appointed time of each meeting, and shall be revocable at any time by written notice to the Secretary by the owner or owners so designating. Any such proxy shall be effective only for a maximum period of 180 days following its issuance unless granted to a mortgagee, land contract vendor or lessee of a unit. Each unit owner (including the Declarant and the Board of Directors, if the Declarant, or the Board of Directors or its designee, shall then hold title to one or more units) shall be entitled to cast at all meetings of the unit owners the vote appurtenant to each unit owned. Where ownership is in the name of two or more persons, the vote appurtenant to their unit may be cast by any one joint owner; provided, however, that if any joint owner protests promptly the casting of such vote to the person presiding over the meeting or files a written statement with the Secretary stating that thereafter the vote must be cast prorata in accordance with each joint owner's interest in the unit, then such vote shall thereafter be cast prorata by all joint owners in accordance with their interests in the unit. Where a unit is leased or has been sold under a land contract, the lessor and land contract vendee, respectively, shall be entitled to vote the vote appurtenant to said unit (where there are two or more vendees or lessors, they shall be considered joint owners). Notwithstanding the provisions of this section, if the Association has recorded a statement of condominium lien on a unit and the amount necessary to release the lien has not been paid at the time of the meeting, such unit owner may not vote at the meeting.

Section 9. Majority of Unit Owners. As used in these By-Laws, the term "majority of unit owners" shall mean those unit owners having more than 50% of the authorized votes of all unit owners present in person or by proxy and voting at any meeting of the unit owners, determined in accordance with the provisions of section 7 of this Article III.

Section 10. Quorum. Except as provided otherwise in these By-Laws, the presence in person or by proxy of a majority of unit owners shall constitute a quorum at all meetings of the unit owners.

Section 11. Majority Vote. The vote of a majority of unit owners at a meeting at which a quorum shall be present shall be binding upon all unit owners for all purposes except where a higher precentage vote is required by law, by the Declaration or by these By-Laws.

Section 12. Action by Unanimous Consent. Any action required to be taken or which may be taken at a meeting of unit owners may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all unit owners entitled to vote thereon. The signature required in each instance shall be that person who is then entitled to cast the vote for a unit. All such consent action shall have the same force and effect as a unanimous vote.

Section 13. Membership.

(a) All unit owners shall be members of the Association. The foregoing is not intended to include persons who hold an interest in a unit merely as security for the performance of an obligation. Land contract vendors shall not be members; land contract vendees shall be members. Membership shall be appurtenant to and may not be separated from ownership of any unit.

(b) Initial membership in the Association shall be established by the recording of the Declaration in the office of the Register of Deeds for Racine County, Wisconsin. Transfer of membership in the Association shall be established by the recording in the office of the Register of Deeds for Racine County of a deed or other instrument establishing a change of record title to a unit or the recording in said office of a land contract. A certified

copy of such instrument or land contract shall be delivered to the Association by the transferee or vendee. The transferee designated by such instrument or the vendee shall thereby become a member of the Association and the membership of the prior owner or vendor shall thereby be terminated. Until such delivery the transferee or vendee shall not be entitled to vote as a member of the Association and shall not be entitled to notice of meetings of unit owners. The Association shall maintain a current roster of names and addresses of every unit owner to whom notice of meetings of the Association must be sent.

ARTICLE IV

Officers

Section 1. Designation. The principal officers of the Association shall be the President, the Vice President, the Secretary and the Treasurer, all of whom shall be elected by the Board of Directors. The Board of Directors may appoint an Assistant Treasurer, an Assistant Secretary and such other officers as in its judgment may be necessary. The President and Vice President must be members of the Board of Directors.

Section 2. Election of Officers. Officers shall be elected annually by the Board of Directors at the organization meeting of each new Board of Directors and shall hold office at the pleasure of the Board of Directors.

Section 3. Removal of Officers. Upon the affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor may be elected at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors called for such purpose.

Section 4. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the unit owners and of the Board of Directors. He shall have all of the general powers and duties which are incident to the office of President of a stock corporation organized under the Wisconsin Business Corporation Law, including but not limited to the power to appoint from among the unit owners any committee which he decides is appropriate to assist in the conduct of the affairs of the Association.

Section 5. Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board of Directors to act in the place of the President on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors or by the President.

Section 6. Secretary. The Secretary shall keep the minutes of all meetings of the unit owners and of the Board of Directors; he shall have charge of such books and papers as the Board of Directors may direct; and he shall, in general, perform all the duties incident to the office of Secretary of a stock corporation organized under the Wisconsin Business Corporation Law. The Secretary shall count the votes at meetings of the Association.

Section 7. Treasurer. The Treasurer shall have the responsibility for Association funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements and for the preparation of all required financial statements. He shall be responsible for the deposit of all moneys and other valuable effects in the name of the Association in such depositories as may from time to time be designated by the Board of Directors, and he shall, in general, perform all the duties incident to the office of Treasurer of a stock corporation organized under the Wisconsin Business Corporation Law.

Section 8. Agreements, Contracts, Checks, etc. All agreements, contracts, checks and other instruments of the Association may be executed by the President of the Association or by such other person or persons as may be designated by the Board of Directors, provided, however, that in the case of all contracts and documents to borrow money and to acquire and convey property, either the signature of the President or other officer shall be attested by another officer or the Association shall by resolution duly adopted and certified, authorize by name or title one or more persons to execute such contracts and documents.

Section 9. Compensation of Officers. No officer shall receive any compensation from the Association for acting as such.

ARTICLE V

Operation of the Property

Section 1. Determination of Common Expenses. The Board of Directors shall from time to time, and at least annually, prepare a budget for the Property, determine the amount of the common expenses for the forthcoming year and allocate and assess such common expenses against the unit owners according to their respective undivided percentage interests in the common elements. The assessment for common expenses for the entire year shall be effective as of January 1 of each year but shall be payable at such time or times as the Board of Directors shall determine. The common expenses shall include, among other things, the cost of all insurance premiums on all policies of insurance required to be or which have been obtained by the Board of Directors pursuant to the provisions of section 12 of the Declaration and section 2 of this Article V. The common expenses may also include such amounts as the Board of Directors may deem proper for the operation and maintenance of the Property, including without limitation an amount for working capital, for a general operating reserve, for a reserve fund for replacement, and for making up any deficit in the common expenses for any prior year. The commmon expenses may also include such amounts as may be required for the purchase or lease by the Board of Directors or its designee, corporate or otherwise, on behalf of all unit owners, of any unit whose owner has elected to sell or lease such unit or of any unit which is to be sold at a foreclosure or other judicial sale. The Board of Directors shall advise each unit owner in writing of the amount of common expenses payable by him, and shall furnish copies to all unit owners of each budget on which such common expenses are based.

Section 2. Insurance. The Association shall be required to obtain and maintain, to the extent obtainable, fire insurance with extended coverage, vandalism and malicious mischief endorsements, insuring all buildings (including all of the units and the bathroom and kitchen fixtures initially installed therein by the Declarant, but not including furniture, furnishings or other personal property supplied or installed by unit owners), together with all air-conditioning equipment and other service machinery contained therein, and all limited common elements; such insurance shall cover the Property and shall name as insureds the Association, and all unit owners and their mortgagees, as their interests may

appear, in an amount equal to not less than the replacement value of the buildings, without deduction for depreciation. Each policy shall provide that proceeds shall be payable to the Association or the insurance trustee as provided herein as trustee for all unit owners and their mortgagees or land contract vendors as their interests may appear. All such policies shall provide that adjustment of loss shall be made by the Association, and that the net proceeds thereof, if $10,000 or less, shall be payable to the Association, and if more than $10,000, shall be payable to the insurance trustee.

All policies of physical damage insurance shall contain waivers of subrogation and waivers of any defense based on coinsurance or of invalidity arising from any acts of the insured, and shall provide that such policies may not be cancelled or substantially modified without at least ten days' prior written notice to the Association. Prior to obtaining any policy of fire insurance or any renewal thereof, the Association shall obtain an appraisal from a fire insurance company or otherwise of the full replacement value of the buildings including all of the units and all of the common and limited common elements without deduction for depreciation, for the purpose of determining the amount of fire insurance to be effected pursuant to this section.

The Association shall also be required to obtain and maintain, to the extent obtainable, public liability insurance in such limits as the Association may from time to time determine, covering each member of the Board of Directors, the manager and each unit owner. Such public liability coverage shall also cover cross liability claims of one insured against another. The Board of Directors shall review such limits once each year. Until the first meeting of the Board of Directors following the first annual meeting of the unit owners, such public liability insurance shall be in a single limit of at least $300,000 covering all claims for bodily injury or property damage arising out of one occurrence. The Association may obtain and maintain workmen's compensation insurance to the extent necessary to comply with any applicable laws.

Unit owners or their mortgagees or land contract vendors shall not be prohibited from carrying other insurance for their own benefit provided that all policies shall contain waivers of subrogation, that the liability of

the carriers issuing insurance obtained by the Association shall not be affected or diminished by reason of any such additional insurance, and that all reasonable efforts shall be made to place such additional insurance with the carrier issuing insurance obtained by the Association. The insurance obtained by the Association will not cover the contents of units or public liability claims arising out of occurrences happening within the boundaries of the units.

Section 3. Repair and Reconstruction After Damage.

(a) In the event of any damage to or destruction of the Property in the amount of $10,000 or less whether or not the insurance proceeds, if any, are sufficient to complete repair or reconstruction, the Board of Directors is authorized to and shall arrange for the prompt repair and reconstruction (including any damaged units, and any kitchen or bathroom fixtures initially installed therein by the Declarant, but not including any wall, ceiling or floor decorations or coverings or other furniture, furnishings, fixtures or equipment installed by unit owners in the units), and the Board of Directors shall disburse any insurance proceeds to the contractors engaged in such repair and reconstruction in appropriate progress payments. Any cost of such repair and reconstruction in excess of the insurance proceeds shall be a common expense and the Board of Directors may assess all the unit owners for such deficit as part of the common expenses.

By acceptance of the deed to his unit, each unit owner shall be deemed to have consented to the foregoing authorization and direction for repair and reconstruction. Such authorization and direction shall be deemed continuous action by the Association by unanimous consent pursuant to section 11, Article III of these By-Laws and shall constitute the determination by the unit owners and the Association to repair or reconstruct as required by the Wisconsin Condominium Ownership Act. If, notwithstanding the foregoing provisions, such a determination is submitted to the vote of the unit owners, then the affirmative vote of one unit owner shall be sufficient to determine to repair or reconstruct.

(b) In the event the Property is destroyed or damaged in an amount in excess of $10,000 and insurance proceeds, if any, are insufficient to complete repair or reconstruction, the Association by vote of a majority of

unit owners shall determine within 90 days after such damage or destruction whether to proceed with repair, reconstruction or sale. If the Association determines to repair or reconstruct, the Board of Directors shall arrange for such repair or reconstruction in accordance with the preceding paragraph of this section. If the Association, within 90 days after such damage or destruction in excess of $10,000 fails to make a determination of whether to repair, reconstruct or sell, the Property shall be subject to an action for partition at the suit of any unit owner upon his obtaining the written consent of those unit owners having 75% or more of the total authorized votes of all unit owners, in which event the net proceeds of sale, together with the net insurance proceeds, shall be divided by the Board of Directors, or the insurance trustee, as the case may be, among all the unit owners in proportion to their respective undivided percentage interests in the common elements, after first paying out of the share of each unit owner, to the extent sufficient for the purpose, all liens on the unit and the undivided percentage interest in the common elements owned by each unit owner.

By acceptance of the deed to his unit, each unit owner shall be deemed to have consented to an action for partition in accordance with the foregoing provisions, and it shall not be necessary for any unit owner to resolicit such consent prior to the commencement of such action.

(c) In the event the Property is destroyed or damaged in an amount in excess of $10,000 and insurance proceeds, if any, are sufficient to complete repair or reconstruction, the Board of Directors is authorized and shall arrange for such repair or reconstruction in accordance with paragraph (a) of section 3, Article V.

By acceptance of the deed to his unit, each unit owner shall be deemed to have consented to the foregoing authorization and direction for repair and reconstruction. Such authorization and direction shall be deemed continuous action by the Association by unanimous consent pursuant to section 11, Article III of these By-Laws and shall constitute the determination by the unit owners and the Association to repair or reconstruct as required by the Wisconsin Condominium Ownership Act. If, notwithstanding the foregoing provisions, such a determination is submitted to the vote of the unit owners, then the affirmative vote of one unit owner shall be sufficient to determine to repair or reconstruct.

Section 4. Payment of Common Expenses. All unit owners shall be obligated to pay the common expenses assessed by the Board of Directors pursuant to the provisions of section 1 of this Article on the first day of each month. A late charge of up to $20 may be imposed by the Board of Directors against a unit owner if any balance in common expenses remains unpaid by the fifth day of the month when due.

No unit owner shall be liable for the payment of any part of the common expenses assessed against his unit subsequent to a sale, transfer or other conveyance by him thereof (made in accordance with the provisions of section 1, Article VII of these By-Laws).

Each unit owner shall be obligated to pay common expenses hereunder notwithstanding the fact that he may have a pending dispute with the Association or the Board of Directors on any matter, has waived the use and enjoyment of any common element or has abandoned his unit.

Section 5. Collection of Assessments. The Board of Directors shall assess common expenses against the unit owners from time to time and at least annually and shall take prompt action to collect from a unit owner any assessment due which remains unpaid by him for more than 30 days from the due date for its payment.

Section 6. Default in Payment of Common Expenses. In the event of default by any unit owner in paying to the Board of Directors the assessed common expenses, such unit owner shall be obligated to pay interest at the highest rate permitted by law per year on such common expenses from the due date thereof, together with all expenses, including attorneys' fees, incurred by the Board of Directors in any proceeding brought to collect such unpaid common expenses. The Board of Directors shall have the right and duty to attempt to recover such common expenses, together with interest thereon, and the expenses of the proceedings, including attorneys' fees, in an action brought against such unit owner, or by foreclosure of the lien on such unit granted by section 703.16 of the Wisconsin Condominium Ownership Act.

Section 7. Foreclosure of Liens for Unpaid Common Expenses. In any action brought by the Board of Directors to foreclose a lien on a unit because of unpaid common expenses, the unit owner shall be required to pay a reasonable rental for the use of his unit and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect such rental. The Association or the Board of Directors, acting on behalf of all unit owners, shall have power to purchase such unit at the foreclosure sale and to acquire, hold, lease, mortgage, vote the votes appurtenant to, convey or otherwise deal with the same after such purchase. A suit to recover a money judgment for unpaid common expenses shall be maintainable without foreclosing or waiving the lien securing the same.

Section 8. Statement of Common Expenses. The Board of Directors shall promptly provide any unit owner, who makes a request in writing, with a written statement of his unpaid common expenses.

Section 9. Abatement and Enjoining of Violations. The violation of any rule or regulation adopted by the Board of Directors, or the breach of any By-Law contained herein, or the breach of any provision of the Declaration, shall give the Board of Directors the right, in addition to any other rights set forth in these By-Laws: (a) to enter the unit in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting unit owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board of Directors shall not thereby be deemed guilty in any manner of trespass; or (b) to enjoin, abate or remedy such thing or condition by appropriate legal proceedings.

Section 10. Maintenance and Repair.

(a) All maintenance of and repairs to any unit (including replacement of window panes and glass doors, if any), structural or nonstructural, ordinary or extraordinary shall be made by the owner of such unit. Each unit owner shall be responsible for all damages to any other unit and to the common and limited common elements resulting from his negligence, misuse, misconduct or neglect.

(b) All maintenance, repairs and replacements to the common and limited common elements (unless necessitated by the negligence, misuse, misconduct or neglect of a unit owner, in which case such expense shall be charged to such unit owner) shall be made by the Board of Directors and be charged to all the unit owners as a common expense; provided, however, that the Board of Directors shall have the option, if requested by a unit owner, to subcontract any or all of the maintenance, repair and replacements of the limited common elements of any unit to the owner of the unit and shall, in that event, deduct the amount which would have been assessed therefore from the common expenses of the unit owner.

Section 11. Use of Property. In order to provide for congenial occupancy of the Property and for the protection of the values of the units, the use of the Property shall be subject to the following limitations:

(a) The units shall be used for residential purposes only.

(b) The common and limited common elements shall be used only for the purposes for which they are reasonably suited and which are incidental to the use and occupancy of units.

(c) No nuisances shall be allowed on the Property nor shall any use or practice, including, but not limited to, making noises or the use of musical instruments, radios, televisions and amplifiers, be allowed which is a source of annoyance to its residents or which interferes with the peaceful possession or proper use of the Property by its residents.

(d) No unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and sanitary and other regulations of all governmental bodies having jurisdiction thereof shall be complied with. Such compliance shall be accomplished at the sole expense of the unit owners or the Board of Directors, whichever shall have the obligation to maintain or repair such portion of the Property.

(e) A unit owner shall not place any furniture, packages or objects in common elements, except that a unit owner may place furniture, packages or objects in the limited common elements of the unit.

(f) No animals, livestock or poultry of any kind shall be raised, bred or kept on the Property, except that each unit owner may keep one dog or cat per unit and other small household pets (such as fish, canaries or parakeets) provided that they are not kept, bred or maintained for any commercial purposes. No pet shall be permitted which causes an unreasonable disturbance. Any pet excrement in common elements shall be removed immediately by the owner of the unit in which the pet resides. Dogs and cats may be walked in the common elements only on a leash and must be kept otherwise in the limited common elements of the unit.

(g) No more than five people shall reside permanently in any one unit.

(h) No landscaping, including but not limited to trees, bushes, flower beds and vegetable gardens, shall be removed from or installed in the limited common elements of any unit without the prior written approval of the Board of Directors. The removal and installation of and unless determined otherwise by the Board of Directors, the maintenance, repair and replacement of said landscaping shall be made by the unit owner at his expense.

(i) No person residing on the Property shall post any advertisements or posters of any kind in or on the Property except as authorized by the Association.

(j) No garments, rugs or other similar personal property of any unit owner whatsoever shall be hung outside of the unit or in the common elements or limited common elements.

(k) No rugs or mops shall be dusted from windows of the units or cleaned by beating upon the exterior part of the buildings.

(l) No garbage or trash shall be thrown outside the disposal installations provided for such purposes on the Property.

(m) No unit owner, resident or lessee shall install wiring for electrical or telephone installation, television antennae, machines or air conditioning units on the exterior of the buildings or that protrude through the walls or roof of the buildings except as authorized by the Association.

Section 12. Additions, Alterations or Improvements by Board of Directors. Whenever in the judgment of the Board of Directors the common and limited common elements shall require additions, alterations or improvements costing in excess of $10,000 and the making of such additions, alterations or improvements shall have been approved by a majority of unit owners, the Board of Directors shall proceed with such additions, alterations or improvements and shall assess all unit owners for the cost thereof as a common expense. Any additions, alterations or improvements costing $10,000 or less may be made by the Board of Directors without approval of the unit owners and the cost thereof shall constitute a common expense.

Section 13. Structural Additions, Alterations or Improvements by Unit Owners. A unit owner may make additions, improvements or alterations within his unit which do not impair the structural integrity or lessen the support of any portion of the Property. A unit owner shall not make structural modifications or alterations in his unit or installations located therein without previously notifying the Board of Directors in writing through the manager. The Board of Directors shall have the obligation to respond within 15 days and failure to do so within the stipulated time shall be deemed an approval of the proposed modification or alteration period. No unit owner shall make any change in, nor affix anything to, the exterior of his unit or of any portion of the Property. The Board of Directors shall not be liable to any contractor, subcontractor or materialman or to any person sustaining personal injury or property damage, for any claim arising in connection with such additions, alterations or improvements. The provisions of this section shall not apply to units owned by the Declarant until such units shall have been conveyed by the Declarant.

Section 14. Rules of Conduct. Rules and regulations concerning the use of the units and the common and limited common elements may be promulgated and amended by the Board of Directors with the approval of a majority of unit owners. Copies of such rules and regulations shall be furnished by the Board of Directors to each unit owner prior to their effective date.

Section 15. Water Charges. Municipal water shall be supplied to all of the units and the common elements and shall be separately metered for each building. The Board of

Directors shall pay the bills for water consumed or used in or in connection with the Property as a common expense. Each unit owner shall pay as a common expense 1/10th of the bills for water consumed or used in or in connection with the building in which his unit is located.

Section 16. Electricity and Gas. Electricity and gas required to service the units and the common elements are supplied by the public utility companies serving the area. The Board of Directors shall pay the bills for such gas and electricity consumed or used in or in connection with the common elements as a common expense. Electricity and gas are separately metered for each unit. Each unit owner shall pay the bills for electricity and gas consumed or used in or in connection with his unit. The sum of $1.50 shall be paid each month by the Association to those unit owners whose electricity is used to operate the sump pumps in each building. The amount of said sum may be adjusted from time to time by the Board of Directors to approximate as closely as possible the cost of said electricity.

Section 17. Right of Access. A unit owner shall grant a right of access to his unit to the manager, any other person authorized by the Board of Directors or the manager and other unit owners, when so required, to make inspections, to correct any condition originating in his unit and threatening another unit or the common or limited common elements, to install, alter or repair mechanical or electrical services or other common or limited common elements in his unit or elsewhere in the building, and to correct any condition which violates the provisions of any mortgage covering another unit. Requests for such entry shall be made in advance and such entry shall be scheduled for a time reasonably convenient to the unit owner. However, in case of an emergency, such right of entry shall be immediate, whether the unit owner is present at the time or not.

ARTICLE VI

Mortgages

Section 1. Mortgage of Units. Each unit may be separately mortgaged.

Section 2. Notice to Board of Directors. A unit owner who mortgages his unit shall notify the Board of Directors of the name and address of his mortgagee and shall file a conformed copy of the note and mortgage with the Board of Directors. The Board of Directors shall maintain such information in a book entitled "Mortgages of Units".

Section 3. Notice of Unpaid Common Expenses. The Board of Directors, whenever so requested in writing by a mortgagee of a unit, shall promptly report any then unpaid common expenses or other default by the owner of the mortgaged unit. In the case of loans granted by the Department of Veterans Affairs for the State of Wisconsin which are secured by the mortgages on the units, the Board of Directors shall also submit annually to the authorized lender or the primary lender, as defined in Chapter VA 4, Wisconsin Administrative Code, satisfactory evidence of payment of common expenses for the preceding year by the owner of the mortgaged unit.

Section 4. Notice of Default. The Board of Directors, when giving notice to a unit owner of a default in paying common expenses or other default, shall send a copy of such notice to each holder of a mortgage covering such unit whose name and address has theretofore been furnished to the Board of Directors.

Section 5. Examination of Books. Each unit owner and each mortgagee of a unit shall be permitted to examine the books of account of the Association at reasonable times, on business days, but not more often than once a month.

Section 6. Land Contracts. For purposes of this Article VI and elsewhere in these By-Laws, land contract vendors and vendees shall have the same rights as mortgagees and mortgagors, respectively.

ARTICLE VII

Sales and Leases of Units

Section 1. Sales and Leases. Unit owners may sell or lease their units or any interest therein provided the provisions of this Article are complied with. A unit owner's sale of his unit shall include the sale of (a) the undivided percentage interest in the common and limited

common elements appurtenant thereto; (b) the interest of such unit owner in any units theretofore acquired by the Association, or its designee, on behalf of all unit owners, or the proceeds of the sale or lease thereof, if any; and (c) the interest of such unit owner in any other assets of the Association ((a), (b) and (c) hereinafter collectively called the "appurtenant interests").

Section 2. No Severance of Ownership. No unit owner shall execute any deed, mortgage or other instrument conveying or mortgaging title to his unit without including therein the appurtenant interests, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage or other instrument purporting to affect one or more of such interests, without including all such interests, shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the appurtenant interests of any unit may be sold, transferred, or otherwise disposed of, except as a part of a sale, transfer or other disposition of the unit to which such interests are appurtenant, or as part of a sale, transfer or other disposition of such part of the appurtenant interests of all units.

Section 3. Financing of Purchase of Units by Association. Acquisition of units by the Association or its designee, on behalf of all unit owners, may be made from the working capital and assessments for common expenses in the hands of the Board of Directors, or if such funds are insufficient, the Association may borrow money to finance the acquisition of such unit; provided, however, that no financing may be secured by an encumbrance or hypothecation of any property other than the unit so to be acquired by the Association. Title to any real or personal property acquired by the Association shall be taken in the name of the Association. The Association shall act to borrow money, and acquire and convey property in the same manner as corporations formed under Chapter 181, Wisconsin Statutes.

Section 4. Waiver of Right of Partition With Respect to Units Acquired by Association. In the event that a unit shall be acquired by the Association or its designee, on behalf of all unit owners as tenants in common, all such unit owners shall be deemed to have waived all rights of partition with respect to such unit.

Section 5. Rental. Unit owners may rent their units as provided by section 9 of the Declaration.

Section 6. Payment of Assessments. No unit owner shall be permitted to convey, mortgage, pledge, hypothecate, sell or lease his unit unless and until he shall have paid in full to the Association all unpaid common expenses theretofore assessed by the Board of Directors against his unit.

ARTICLE VIII

Condemnation

Section 1. Common Elements. In the event of a taking in condemnation or by eminent domain of part or all of the common elements of the Property exclusive of any of the units, the award made for such taking shall be payable to the Association if such award amounts to $10,000 or less, otherwise it shall be payable to the insurance trustee. The Association shall promptly undertake to restore the common elements. The proceeds of the award shall be disbursed to effect such restoration and any costs in excess of the award shall be a common expense. The Board of Directors shall effect such restoration in accordance with paragraph (a) of section 3, Article V of these By-Laws.

Section 2. Units. In the event of a taking in condemnation or by eminent domain of any of the units exclusive of the common elements or of any of the units and a portion of the common elements, the Association by vote of a majority of unit owners of the Condominium within 90 days of payment of the award (or other payment if conveyed in lieu of such taking) shall determine whether to proceed with repair or reconstruction. If the Association determines to repair or reconstruct, the Board of Directors shall effect such repair or reconstruction in accordance with paragraph (a) of section 3, Article V of these By-Laws. Any cost of repair or reconstruction in excess of the award shall be a common expense. If the Association determines not to repair or reconstruct or fails to vote within said 90-day period, the entire net proceeds shall be disbursed to those unit owners whose units have

been taken in proportion to the percentage of interest in the common elements appertaining to their respective units. If any such unit owner is in default in paying common expenses, the amount of said common expenses shall be deducted from his share of the proceeds. Upon receipt of his share of the proceeds, each unit owner shall execute a release, in form satisfactory to the Association, of their undivided percentage interest in the common elements and shall thereafter no longer be considered a unit owner. The interests of the remaining unit owners in the common elements shall be recomputed by the Board of Directors, whose decision shall be final, to reflect said releases.

ARTICLE IX

Records

Section 1. Records and Audits. The Board of Directors or the manager shall keep detailed records of the actions of the Association and the Board of Directors, minutes of the meetings of the Board of Directors, minutes of the meetings of the unit owners, and financial records, and books of account of the Association, including a chronological listing of receipts and expenditures, as well as a separate account of each unit which, among other things, shall contain the amount of each assessment of common expenses against such unit, the date when due, the amounts paid thereon, and the balance remaining unpaid. A written report summarizing all receipts and expenditures of the Association shall be rendered by the Board of Directors to all unit owners at least semiannually. In addition, an annual report of the receipts and expenditures of the Association, prepared by an independent certified public accountant which report need not be certified, shall be rendered by the Board of Directors to all unit owners and to all mortgagees of units who have requested the same, promptly after the end of each fiscal year.

ARTICLE X

Miscellaneous

Section 1. Notices. All notices to the Board of Directors or the Association shall be sent by registered or certified mail, c/o the manager, or to the office of the

Association or to such other address as the Board of Directors may hereafter designate from time to time. Except when delivered in person, all notices to any unit owner shall be mailed or hand delivered to his unit or to such other address as may have been designated by him from time to time, in writing, to the Board of Directors. All notices to mortgagees of units shall be mailed or hand delivered to their respective addresses, as designated by the unit owners to the Board of Directors. All notices shall be deemed to have been given when mailed, except notices of change of address which shall be deemed to have been given when received. Notices to the unit owners or their mortgagees need not be mailed by registered or certified mail.

Section 2. Invalidity. The invalidity of any part of these By-Laws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these By-Laws.

Section 3. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these By-Laws or the intent of any provision thereof.

Section 4. Gender. The use of the masculine gender in these By-Laws shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

Section 5. Waiver. No restriction, condition, obligation or provision contained in these By-Laws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

Section 6. Insurance Trustee. The insurance trustee shall be a bank in the State of Wisconsin, designated by the Board of Directors and having a capital, surplus and undivided profits of $500,000 or more. The Board of Directors shall pay the fees and disbursements of any insurance trustee and such fees and disbursements shall constitute a common expense.

Section 7. Conflicts. These By-Laws are set forth to comply with the requirements of the Wisconsin Condominium Ownership Act. In case any of these By-Laws

conflict with the provisions of such Act, the provisions of such Act shall control. In case any of these By-Laws conflict with the provisions of the Declaration, the Declaration shall control.

ARTICLE XI

Amendments to By-Laws

Section 1. Amendments to By-Laws.

(a) These By-Laws may be modified or amended by vote of at least 75% of the authorized votes of all unit owners, such vote to be taken at a meeting of unit owners duly held for such purposes.

(b) Each unit owner, by acceptance of a condominium deed to a unit, shall thereby appoint the Declarant and its successors and assigns as attorney-in-fact with irrevocable power coupled with an interest to execute and deliver prior to the initial conveyance of all of the units such amendment or amendments to these By-Laws as are necessary to comply with the requirements of the Department of Veterans Affairs of the State of Wisconsin, the Veterans Administration of the Department of Veterans Benefits of the United States and the Federal Housing Administration of the Department of Housing and Urban Development of the United States for guaranteed or insured mortgage financing and shall thereby consent to such amendment or amendments.

ARTICLES OF INCORPORATION

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ARTICLES OF INCORPORATION
OF
ATHENS AVENUE CONDOMINIUM ASSOCIATION, INC.

I, the undersigned, being a natural person over the age of 21 years and acting as incorporator of a nonstock, nonprofit corporation under the provisions of the Wisconsin Nonstock Corporation Law, Chapter 181 of the Wisconsin Statutes, do hereby adopt the following as the Articles of Incorporation of such corporation:

ARTICLE I

Name

The name of the Corporation shall be Athens Avenue Condominium Association, Inc.

ARTICLE II

Period of Existence

The period of existence of the Corporation shall be perpetual.

ARTICLE III

Purposes

The purposes for which this Corporation is organized are as follows:

(a) To serve as an association of unit owners under the Wisconsin Condominium Ownership Act who own certain residential property located in Racine County, State of Wisconsin (the "Property") subject to the terms and conditions of the Declaration of Condominium as the same may be amended from time to time (the "Declaration") for Athens Avenue Condominium (the "Condominium") as recorded in the office of the Register of Deeds for Racine County, Wisconsin;

(b) To serve as a means through which the unit owners may collectively and efficiently manage, maintain, reconstruct and care for the Property in accordance with the Wisconsin Condominium Ownership Act and the Declaration; and

(c) To engage in any lawful activity related to the foregoing within the purposes for which a nonstock, nonprofit corporation may be organized under the Wisconsin Nonstock Corporation Law, Chapter 181 of the Wisconsin Statutes, subject to the Wisconsin Condominium Ownership Act and the Declaration.

ARTICLE IV

Powers

The Corporation shall have all of the powers enumerated in the Wisconsin Nonstock Corporation Law, to the extent not inconsistent with the Wisconsin Condominium Ownership Act, the Declaration and the By-Laws of the Corporation, including without limitation, the following:

(a) To exercise exclusive management and control of the common elements described in the Declaration;

(b) To operate, repair, replace, reconstruct, protect and maintain the common elements described in the Declaration;

(c) To purchase, lease or otherwise acquire units on behalf of all the unit owners and to sell, lease, mortgage, vote the votes appurtenant to, and otherwise deal with said units so acquired on behalf of all the unit owners;

(d) To hire, engage or employ and discharge such persons or entities as it may deem necessary or advisable to assist in the management of its affairs and the maintenance and operation of the Property;

(e) To determine, levy and collect assessments against the unit owners and use the proceeds thereof in the exercise of its powers and duties, including without limitation, the payment of operating expenses of the Corporation and the common expenses relating to the maintenance, repair, replacement, reconstruction, operation and protection of the common elements described in the Declaration;

(f) To purchase insurance on the Property and insurance for the benefit of the Corporation and its members;

(g) To adopt and amend rules and regulations governing the use and operation of the Property;

(h) To enforce by legal means the provisions of the Wisconsin Condominium Ownership Act, the Declaration, the By-Laws of the Corporation and any rules and regulations governing the use and operation of the Property;

(i) To establish and maintain one or more bank accounts for deposit and withdrawal of the funds of the Corporation; and

(j) To do all things necessary or convenient to effectuate the purposes of the Corporation.

ARTICLE V

Members

There shall be one class of members designated as "unit owners". The rights and qualifications of members are set forth in the By-Laws of the Corporation.

ARTICLE VI

Principal Office and Registered Agent

The location of the principal office of the Corporation shall be 1300 South Green Bay Road, Racine, Wisconsin 53406, and the initial registered agent shall be Robert H. LaPour. The address of the initial registered agent is 1300 South Green Bay Road, Racine, Wisconsin 53406.

ARTICLE VII

Directors

The number of directors of the Corporation shall be fixed in the By-Laws of the Corporation and in no event shall be less than three. The manner in which directors shall be selected, appointed and removed shall be set forth in the By-Laws of the Corporation.

The number of directors constituting the initial Board of Directors shall be three, and the names and addresses of the initial directors are:

Robert H. LaPour
1300 South Green Bay Road
Racine, Wisconsin 53406

Mary M. Moore
1300 South Green Bay Road
Racine, Wisconsin 53406

Georgene Savage
1300 South Green Bay Road
Racine, Wisconsin 53406

ARTICLE VIII

Incorporator

The name and address of the incorporator of the Corporation are:

Kathleen Hyland, Esq.
c/o Reinhart, Boerner, Van Deuren
Norris & Rieselbach, s.c.
1800 Marine Plaza
Milwaukee, Wisconsin 53202

ARTICLE IX

Dissolution

The Corporation shall not have or issue shares of stock. No dividend shall ever be paid and no part of the net earnings, assets or surplus of the Corporation shall inure to the benefit of or be distributed to its members, directors, officers or any other private individual other than by a rebate of excess membership dues, fees or assessments. The Corporation may pay compensation in reasonable amounts to employees, members, directors or officers for services rendered and may confer benefits upon its members

in conformity with its purposes and to the extent not prohibited in its By-Laws.

Executed in duplicate this 12 day of June, 1979.

Kathleen Hyland

Kathleen Hyland, Incorporator

State of Wisconsin)
: SS
Milwaukee County)

Personally came before me this 12 day of June, 1979, the above-named Kathleen Hyland, known to me to be the person whose name is subscribed to the foregoing Articles of Incorporation, and he acknowledged that he executed the same for the purposes therein contained.

Nancy I. Paynter

(Nancy I. Paynter)
Notary Public, State of Wisconsin
My commission expires: 2-13-83

This instrument was drafted by Kathleen Hyland.

Please return to: Kathleen Hyland, Esq.
1800 Marine Plaza
Milwaukee, WI 53202

STATE OF WISCONSIN
FILED

JUN 6 1979

VEL PHILLIPS
SECRETARY OF STATE

ANNUAL OPERATING BUDGET

Annual Operating Budget 1

ATHENS AVENUE CONDOMINIUM
RACINE, WISCONSIN

PROPOSED ANNUAL OPERATING BUDGET

30 UNITS

Grounds Maintenance (raking, trimming and mowing and snow removal)	$ 1,620.00
Sewer and Water	$ 1,800.00
Reserve Fund	$ 1,620.00
Property and Liability Insurance Premium	$ 2,880.00
Professional Management Fee ($60 per unit)*	$ 1,800.00
Fidelity Bond Premium*	$ 540.00
Per Year	$ 10,260.00
Per Unit Per Year	$ 342.00
Per Unit Per Month	$ 28.50

This proposed annual operating budget is based upon experience with other condominiums. However, at this time it is only an estimate and is subject to variation based upon actual experience and changes in circumstances.

*Not applicable until termination of Declarant control.

MANAGEMENT CONTRACT

Management Contract . . . . . .

E. HUD MODEL FORM OF MANAGEMENT AGREEMENT FOR CONDOMINIUMS (FHA FORM 3281)

FHA FORM NO. 3281
Aug. 1962

MODEL FORM OF
MANAGEMENT AGREEMENT FOR CONDOMINIUMS
(Section 234)

Agreement made this _____ day of _____, 19___, between the * _____ for the _____ Condominium, hereinafter called the "Association", organized and established in accordance with the Plan of Apartment Ownership executed and recorded in the Office of the Recorder of the County of _____, State of _____, in Book of _____ Deeds at page _____, having its principal office at _____, and _____, having its principal office at _____, hereinafter called the "Agent".

WITNESSETH:

In consideration of the terms, conditions, and covenants hereinafter set forth, the parties hereto mutually agree as follows:

FIRST. (a) The Association hereby appoints the Agent, and the Agent hereby accepts appointment, on the terms and conditions hereinafter provided, as exclusive managing agent of the condominium known as _____, located in the County of _____ State of _____, and consisting of _____ dwelling units.

(b) The Agent fully understands that the function of the Association is the operation and management of the Condominium; and the Agent agrees, notwithstanding the authority given to the Agent in this Agreement, to confer fully and freely with the Directors of the Association in the performance of its duties as herein set forth and to attend membership or Director's meetings at any time or times requested by the Association. It is further understood and agreed that the authority and duties conferred upon the Agent hereunder are confined to the common areas and facilities and the restricted common areas and facilities as defined in the Plan of Apartment Ownership. Such authority and duties do not and shall not include supervision or management of family units except as directed by the Association.

SECOND. In order to facilitate efficient operation, the Association shall furnish the Agent with a complete set of the plans and specifications of the Condominium as finally approved by the Federal Housing Administration, and with the aid of these documents and inspection made by competent personnel, the Agent will inform itself with respect to the layout, construction, location, character, plan and operation of the lighting, heating, plumbing, and ventilating systems, as well as elevators, if any, and other mechanical equipment in the Condominium. Copies of guarantees and warranties pertinent to the construction of the Condominium and in force at the time of the execution of this Agreement shall be furnished to the Agent.

THIRD. The Agent shall hire in its own name all managerial personnel necessary for the efficient discharge of the duties of the Agent hereunder. Compensation for the services of such employees shall be the responsibility of the Agent. Those employees of the Agent who handle or are responsible for the handling of the Association's monies shall, without expense to the Association, be bonded by a fidelity bond acceptable both to the Agent and the Association.

FOURTH. Under the personal and direct supervision of one of its principal officers, the Agent shall render services and perform duties as follows:

(a) On the basis of an operating schedule, job standards, and wage rates previously approved by the Association on the recommendation of the Agent, investigate, hire, pay, supervise, and discharge the personnel necessary to be employed in order properly to maintain and operate the Condominium. Such personnel shall in every instance be in the Association's and not in the Agent's employ. Compensation for the ser-

* Name of association, cooperative or corporation of unit owners

vices of such employees (as evioenced by certified payrolls) shall be considered an operating expense of the Condominium.

(b) Immediately ascertain the general condition of the property, and if the accommodations there afforded have yet to be occupied for the first time, establish liaison with the general contractor to facilitate the completion by him of such corrective work, if any, as is yet to be done; also, cause an inventory to be taken of all furniture, office equipment, maintenance tools and supplies, including a determination as to the amount of fuel on hand.

(c) Coordinate the plans of owners of family units in the condominiums, hereinafter referred to as "Members" for moving their personal effects into the Condominium or out of it, with a view towards scheduling such movements so that there shall be a minimum of inconvenience to other Members.

(d) Maintain businesslike relations with Members whose service requests shall be received, considered and recorded in systematic fashion in order to show the action taken with respect to each. Complaints of a serious nature shall, after thorough investigation, be reported to the Association with appropriate recommendations. As part of a continuing program, secure full performance by the Members of all items and maintenance for which they are responsible.

(e) Collect all monthly assessments due from Members, all rents due from users of garage spaces and from users or lessees of other non-dwelling facilities in the Condominium; also, all sums due from concessionaires in consequence of the authorized operation of facilities in the Condominium maintained primarily for the benefit of the Members. The Association hereby authorizes the Agent to request, demand, collect, receive, and receipt for any and all charges or rents which may at any time be or become due to the Association and to take such action in the name of the Association by way of legal process or otherwise as may be required for the collection of delinquent monthly assessments. As a standard practice, the Agent shall furnish the Association with an itemized list of all delinquent accounts immediately following the tenth day of each month.

(f) Cause the buildings, appurtenances and grounds of the Condominium to be maintained according to standards acceptable to the Association, including but not limited to interior and exterior cleaning, painting, and decorating, plumbing, steamfitting, carpentry, and such other normal maintenance and repair work as may be necessary, subject to any limitations imposed by the Association in addition to those contained herein. For any one item of repair or replacement the expense incurred shall not exceed the sum of _____ _____* unless specifically authorized by the Association; excepting, however, that emergency repairs, involving manifest danger to life or property, or immediately necessary for the preservation and safety of the property, or for the safety of the Members, or required to avoid the suspension of any necessary service to the Condominium, may be made by the Agent irrespective of the cost limitation imposed by this paragraph. Notwithstanding this authority as to emergency repairs, it is understood and agreed that the Agent will, if at all possible, confer immediately with the Association regarding every such expenditure. The Agent shall not incur liabilities (direct or contingent) which will at any time exceed the aggregate of _____ _____**, or any liability maturing more than one year from the creation thereof, without first obtaining the approval of the Association.

(g) Take such action as may be necessary to comply promptly with any and all orders or requirements affecting the premises placed thereon by any federal, state, county, or municipal authority having jurisdiction thereover, and orders of the Board of Fire Underwriters or other similar bodies, subject to the same limitation contained in Paragraph (f) of this Article in connection with the making of repairs and alterations. The Agent, however, shall not take any action under this Paragraph (g) so long as the Association is contesting, or has affirmed its intention to contest any such order or requirement. The Agent shall promptly, and in no event later than 72 hours from the time of their receipt, notify the Association in writing of all such orders and notices of requirements.

(h) Subject to approval by the Association, make contracts for water, electricity, gas, fuel oil, telephone, vermin extermination, and other necessary services, or such of them as the Association shall deem advisable. Also, place orders for such equipment, tools, appliances, materials and supplies as are necessary properly to maintain the Condominium. All such contracts and orders shall be made in the name of the Association and shall be subject to the limitations set forth in Paragraph (f) of this Article. When taking bids or issuing purchase orders, the Agent shall act at all times under the direction of the Association, and shall be under a duty to secure for and credit to the latter any discounts, commissions, or rebates obtainable as a result of such purchases.

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* From $100 to $500, depending upon the size of the Condominium.

** From $1,000 to $5,000, depending upon the size of the Condominium.

(i) When authorized by the Association in writing, cause to be placed and kept in force all forms of insurance needed adequately to protect the Association, its members, and mortgagees holding mortgages covering family units, as their respective interests appear (or as required by law), including but not limited to workmen's compensation insurance, public liability insurance, boiler insurance, fire and extended coverage insurance, and burglary and theft insurance. All of the various types of insurance coverage required shall be placed with such companies, in such amounts, and with such beneficial interests appearing therein as shall be acceptable to the Association and to mortgagees holding mortgages covering family units. The Agent shall promptly investigate and make a full written report as to all accidents or claims for damage relating to the management, operation and maintenance of the Condominium, including any damage or destruction to the Condominium, the estimated cost of repair, and shall cooperate and make any and all reports required by any insurance company in connection therewith.

(j) From the funds collected and deposited in the special account hereinafter provided, cause to be disbursed regularly and punctually (1) salaries and any other compensation due and payable to the employees of the Association, and the taxes payable under paragraph (k) of this Article, (2) fire and other property insurance premiums and the amount specified in the Regulatory Agreement for allocation to the Reserve Fund for Replacements and to the General Operating Reserve, and (3) sums otherwise due and payable by the Association as operating expenses authorized to be incurred under the terms of this Agreement, including the Agent's commission. After disbursement in the order herein specified, any balance remaining in the special account may be disbursed or transferred from time to time, but only as specifically directed by the Association in writing, but such balance must be within the limits of the fidelity bond which shall be in an amount equal to the gross monthly collections.

(k) Working in conjunction with an accountant, prepare for execution and filing by the Association all forms, reports, and returns required by law in connection with unemployment insurance, workmen's compensation insurance, disability benefits, Social Security, and other similar taxes now in effect or hereafter imposed, and also requirements relating to the employment of personnel.

(l) Maintain a comprehensive system of office records, books, and accounts in a manner satisfactory to the Association and to the consenting parties, which records shall be subject to examination by their authorized agents at all reasonable hours. As a standard practice, the Agent shall render to the Association by not later than the tenth of each succeeding month a statement of receipts and disbursements as of the end of every month.

(m) On or about _____ and thereafter at least 60 days before the beginning of each new fiscal year, prepare with the assistance of an accountant, if need be, an operating budget setting forth an itemized statement of the anticipated receipts and disbursements for the new fiscal year based upon the then current schedule of monthly assessments, and taking into account the general condition of the Condominium. Each such budget, together with a statement from the Agent outlining a plan of operation and justifying the estimates made in every important particular, shall be submitted to the Association in final draft at least 30 days prior to the commencement of the annual period for which it has been made, and following its adoption by the Association, copies of it shall be made available, upon request, for submission to the consenting party. The budget shall serve as a supporting document for the schedule of monthly assessments proposed for the new fiscal year. It shall also constitute a major control under which the Agent shall operate, and there shall be no substantial variances therefrom, except such as may be sanctioned by the Association. By this is meant that no expenses may be incurred or commitments made by the Agent in connection with the maintenance and operation of the Condominium in excess of the amounts allocated to the various classifications of expense in the approved budget without the prior consent of the Association, except that, if necessary because of an emergency or lack of sufficient time to obtain such prior consent, an overrun may be experienced, provided it is brought promptly to the attention of the Association in writing.

(n) The Agent shall actively handle the renting of any garage spaces or other non-dwelling accommodation, arranging for the execution of such leases or permits as may be required.*

(o) It shall be the duty of the Agent at all times during the term of this Agreement to operate and maintain the Condominium according to the highest standards achievable consistent with the overall plan of the Association and the interests of the consenting party. The Agent shall see that all Members are informed with respect to such rules, regulations and notices as may be promulgated by the Association from time to time. The Agent shall be expected to perform such other acts and deeds as are reasonable, necessary and proper in the discharge of its duties under this Agreement.

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* If desired, a clause may be included whereby the Agent, upon the request of the owner of any family unit, agrees to serve as broker or agent in the sales or rentals of individual family units for a specified commission.

FIFTH. Everything done by the Agent under the provisions of Article FOURTH shall be done as Agent of the Association, and all obligations or expenses incurred thereunder shall be for the account, on behalf, and at the expense of the Association, except that the Association shall not be obligated to pay the overhead expenses of the Agent's office. Any payments to be made by the Agent hereunder shall be made out of such sums as are available in the special account of the Association, or as may be provided by the Association. The Agent shall not be obliged to make any advance to or for the account of the Association or to pay any sum, except out of funds held or provided as aforesaid, nor shall the Agent be obliged to incur any liability or obligation for the account of the Association without assurance that the necessary funds for the discharge thereof will be provided.

SIXTH. The Agent shall establish and maintain, in a bank whose deposits are insured by the Federal Deposit Insurance Corporation and in a manner to indicate the custodial nature thereof, a separate bank account as Agent of the Association for the deposit of the monies of the Association, with authority to draw thereon for any payments to be made by the Agent to discharge any liabilities or obligations incurred pursuant to this Agreement, and for the payment of the Agent's fee, all of which payments shall be subject to the limitations in this Agreement.

SEVENTH. The sole compensation which the Agent shall be entitled to receive for all services performed under this Agreement shall be a fee computed and payable monthly in an amount equivalent to _____ (%) of gross collections, exclusive of all surcharges.

EIGHTH. (a) Unless cancelled pursuant to section (b), (c), or (d) of this Article, this Agreement shall be in effect for a term of _____ from the date of execution, provided that in no event shall it be of any force and effect until there is endorsed hereon the consent of the consenting party.

(b) This Agreement may be terminated by mutual consent of the parties as of the end of any calendar month, but not without prior written notice to the consenting party.

(c) In the event a petition in bankruptcy is filed by or against Agent, or in the event that he shall make an assignment for the benefit of creditors or take advantage of any insolvency act, either party hereto may terminate this Agreement without notice to the other, but prompt advice of such action shall be given to the consenting party.

(d) It is expressly understood and agreed by and between the parties hereto that the Federal Housing Administration shall have the right to terminate this Agreement at the end of any calendar month, with or without cause, on 30 days' written notice to the Association and the Agent of its intention so to do. It is further understood and agreed that no liability shall attach to the Federal Housing Administration in the event of termination of this Agreement pursuant to this section.

(e) Upon termination, the contracting parties shall account to each other with respect to all matters outstanding as of the date of termination, and the Association shall furnish the Agent security, satisfactory to the Agent, against any outstanding obligations or liabilities which the Agent may have incurred hereunder.

NINTH. As used in this Agreement:

(a) The term "consenting party" shall mean the Federal Housing Administration acting through its Commissioner or his duly authorized representatives.

(b) The term "assessments" shall mean those monthly rates established by the Association which the Members are bound to pay as their share of the common expenses under the Master Plan of Apartment Ownership.

(c) The term "gross collections" shall mean all amounts actually collected by the Agent, either as assessments or as rents.

(d) The term "Association" as used herein shall mean an association, cooperative or corporation consisting of all of the owners of family units in the Condominium organized and existing under state law for the purpose of administering the Condominium established by the Plan of Apartment Ownership.

TENTH. (a) This Agreement, which is made subject and subordinate to all rights of the Federal Housing Administration as insurer of mortgages on family units in the Condominium, shall inure to the benefit of and constitute a binding obligation upon the contracting parties, their respective successors and assigns; and to the extent that it confers rights, privileges, and benefits upon the consenting party, the same shall be deemed to inure to its benefit, but without liability, in the same manner and with the same force and effect as though the Federal Housing Administration was a signatory to this Agreement.

(b) This Agreement shall constitute the entire Agreement between the contracting parties, and no variance or modification thereof shall be valid and enforceable, except by supplemental agreement in writing, executed and approved in the same manner as this Agreement.

(c) For the convenience of the parties, this Agreement has been executed in several counterparts, which are in all respects similar and each of which shall be deemed to be complete in itself so that any one may be introduced in evidence or used for any other purpose without the production of the other counterparts. Immediately following endorsement of the consenting parties, counterparts will be furnished to the consenting parties so that each may be advised of the rights, privileges, and benefits which this Agreement confers.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

_____
(Association)

By_____

_____
(Agent)

By_____

The Federal Housing Administration hereby consents to the foregoing Management Agreement and the Managing Agent designated therein.

DATE: _____

_____
(Federal Housing Commissioner)

By_____
(Authorized Agent)

REGULATORY AGREEMENT

Regulatory Agreement 1

FHA FORM NO. 3278
For use by condominiums
under Sections 221(i), 234
& 235 Revised Aug. 1969
(Previous revision obsolete)

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
FEDERAL HOUSING ADMINISTRATION

REGULATORY AGREEMENT*

AGREEMENT dated this day of , 19 , by and between **(hereinafter called the Association) whose address is , as Federal party of the first part, and (hereinafter called the Commissioner) acting pursuant to authority granted him by the National Housing Act, as amended, (hereinafter referred to as the Act) party of the second part.

WHEREAS, the Association has the responsibility for administering the Condominium and desires to aid members in obtaining financing for the purchase of family units in the condominium; and

WHEREAS, mortgagees may be unwilling to lend sums to the members of the Association without FHA mortgage insurance; and

WHEREAS, the Commissioner is unwilling to endorse notes for mortgage insurance pursuant to Section 234 of Title II of the Act unless and until the Association shall be entering into the covenants and agreements set forth below, consent to be regulated and restricted by the Commissioner as provided in the Act:

NOW, THEREFORE, in consideration of One Dollar ($1.00) in hand paid, and other good and valuable considerations by each party to the other, the receipt of which is hereby acknowledged, and in order to induce the Commissioner to endorse for mortgage insurance the notes secured by mortgages covering family units in the condominium, and in order that the Association may be regulated and restricted by the Commissioner as provided for in the Act and the applicable Regulations, the parties hereto agree as follows: that whenever a Contract of Mortgage Insurance for a mortgage covering a family unit in the condominium is in effect, or during any period of time as the Commissioner shall be the owner, holder, or reinsurer of any mortgage covering a family unit in the condominium, or during any time the Commissioner is the owner of a family unit in the condominium or is obligated to insure a mortgage covering any family unit in the condominium:

1. The Association shall establish and maintain reserve fund for replacements by the allocation and payment monthly to such reserve fund an amount to be designated from time to time by the Commissioner. Such fund shall be deposited in a special account with a safe and responsible depository approved by the Commissioner and may be in the form of a cash deposit or invested in obligations of, or fully guaranteed as to principal by, the United States of America. The reserve fund is for the purpose of effecting replacements of structural elements and mechanical equipment of the condominium and for such other purposes as may be agreed to in writing by the Commissioner. Disbursements from such fund may be made only after receiving the consent in writing of the Commissioner.

2. The Association shall establish and maintain a general operating reserve by allocation and payment thereto monthly of a sum equivalent to not less than 3 percent of the monthly assessments chargeable to the owners of family units in the condominium pursuant to the by-laws. Upon accrual in said General Operating Reserve Account of an amount equal to 15 percent of the current annual amount of assessments chargeable to the owners of family units in the condominium pursuant to the by-laws, the rate of such monthly allocations may, by appropriate action of the Association, be reduced from 3 percent to 2 percent provided, however, that in the event withdrawals from such account reduce it below said 15 percent accrual, the rate of such monthly deposits shall immediately be restored to 3 percent; at any time thereafter upon accrual in said General Operating Reserve Account of an amount equal to 25 percent of the current annual amount of assessments chargeable to the owners of family units in the condominium pursuant to the by-laws, such monthly deposits may, by appropriate action of the Association, be discontinued and no further deposits need be made into such General Operating Reserve so long as said 25 percent level is maintained and provided, further, that upon reduction of such reserve below said 25 percent level, monthly deposits shall forthwith be made at the 3 percent rate until the 25 percent level is restored. This reserve shall remain in a special account and may be in the form of cash deposit or invested in obligations of, or fully guaranteed as to principal by, the United States of America, and shall at all time be under the control of the Association. This cumulative reserve is intended to provide a measure of financial stability during periods of special stress and may be used to meet deficiencies from time to time as a

* To be attached to the recorded Plan of Apartment Ownership and to be executed and dated as of the date of recordation.

** Insert name of Association of Owners as designated in the By-Laws of the Condominium, or the name of the Corporation, if the Association is incorporated.

9. Upon a violation of any of the above provisions of this Agreement by the Association, or by any owner of a family unit, or upon the failure of the Association to abide by and carry out the provisions of the plan of Apartment Ownership and the By-Laws, the Commissioner may give written notice thereof to the Association or to the owner of a family unit, by registered or certified mail. If such violation is not corrected to the satisfaction of the Commissioner within 15 days after the date such notice is mailed, or within such additional period of time as is set forth in the notice, without further notice the Commissioner may declare a default under this Agreement and upon such default the Commissioner may:

(a) In the case of a default by the owner of a family unit:

(i) If the Commissioner holds the note of the defaulting owner = declare the whole of said indebtedness due and payable and then proceed with the foreclosure of the mortgage;

(ii) If said note is held by an FHA-insured mortgagee - notify the mortgagee of such default, and the mortgagee, with the prior written consent of the Commissioner, may declare the whole indebtedness due, and thereupon proceed with the foreclosure of the mortgage, or assign the note and mortgage to the Commissioner as provided in the Regulations.

(b) In the case of a default by the Association or by the owner of a family unit:

Apply to any court, State or Federal, for specific performance of this Agreement, for an injunction against any violation of the Agreement, or for such other relief as may be appropriate, since the injury to the Commissioner arising from a default under any of the terms of this Agreement would be irreparable and the amount of damage would be difficult to ascertain.

10. The covenants and agreements herein set out shall be deemed to run with the land and the property described in the Plan of Apartment Ownership, and to bind all owners of family units, present and future.

11. As used in this Agreement the term:

(a) "Mortgage" shall include "Deed of Trust";

(b) "Note" shall include "Bond";

(c) "Mortgagee" shall include the "Beneficiary" under Mortgage or Deed of Trust however designated;

(d) "Default" means a default declared by the Commissioner when a violation of this Agreement is not corrected to his satisfaction within the time allowed by this Agreement or such further time as may be allowed by the Commissioner after written notice;

(e) "Plan of Apartment Ownership" shall include all legal documents, deeds, by-laws, plans and specifications, required by the laws of the jurisdiction to establish condominium ownership.

(The use of the plural shall include the singular; the singular the plural; and the use of any gender shall be deemed to include all genders.)

12. This instrument shall bind, and the benefits shall inure to, the respective parties hereto, their legal representatives, executors, administrators, successors in office or interest, and assigns.

13. The invalidity of any clause, part or provision of this agreement shall not affect the validity of the remaining portions thereof.

14. The Association agrees and assumes the obligation to have this Agreement recorded in the appropriate land records in the jurisdiction in which the real property herein described is situated; and in the event of failure to do so, it is agreed that the Commissioner may have the same recorded at the expense of the Association.

15. It is specifically agreed between the parties hereto that the breach of any of the terms of this Agreement by the Association or by an owner of a family unit will substantially damage and injure the Commissioner in the proper performance of his duties under the provisions of the Act, and will impede and injure the proper operations intended under such Act; that such damage will be irrespective of and in addition to any damage to the security of the mortgaged premises or to any financial damage the Commissioner may suffer as insurer; that, except for the agreements herein contained, the Commissioner would not issue and would not be authorized to issue a Contract of Mortgage Insurance, and that mortgagees may not be willing to lend sums of money to owners of the family units on the security of mortgages covering such units, unless the same were insured by the Commissioner.

CONDOMINIUM PLAT

Condominium Plat . . . . . .

CONDOMINIUM PLAT OF

ATHENS AVENUE CONDOMINIUM

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Floor Plan typical unit Bulidings A and C (except end units)	8

Note: Certification required by section 703.11, Wisconsin Statutes, is contained on pages 2, 3 and 4.

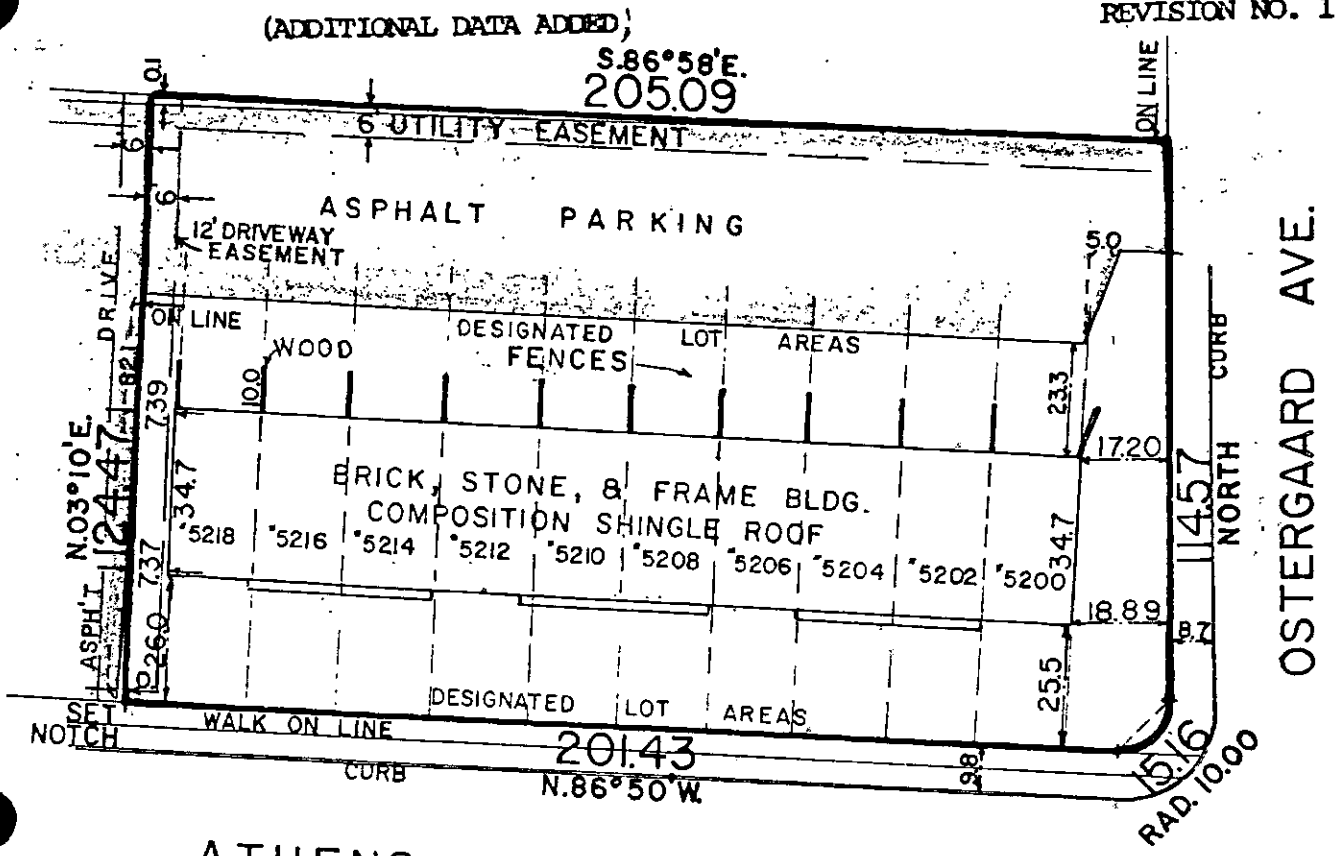
This instrument was drafted by: Allen N. Rieselbach, Esq.
1800 Marine Plaza
Milwaukee, WI 53202

Known as 5200-02-04-06-08-10-12-14-16-18 Athens Avenue, City of Racine, Wisconsin.
: 1 in Block 4 in HIGHLAND VILLAGE NO. 2, being a Subdivision of a part of the SW 1/4
l the NW 1/4 of the SE 1/4 of Section 13, T 3 N, R 22 E, in the City of Racine, Racine
nty, Wisconsin

UARY 26, 1979

SURVEY NO. 144136-M

REVISION NO. 1



BUILDING A

SCALE: 1" = 40'

CERTIFY THAT THE PLAT IS A CORRECT REPRESENTATION OF THE CONDOMINIUM DESCRIBED AND THE
DENTIFICATION AND LOCATION OF EACH UNIT AND THE COMMON ELEMENTS CAN BE DETERMINED FROM
E PLAT.

WISCONSIN
KENNETH E. BERKE
S-107
MILWAUKEE, WIS
LAND SURVEYOR

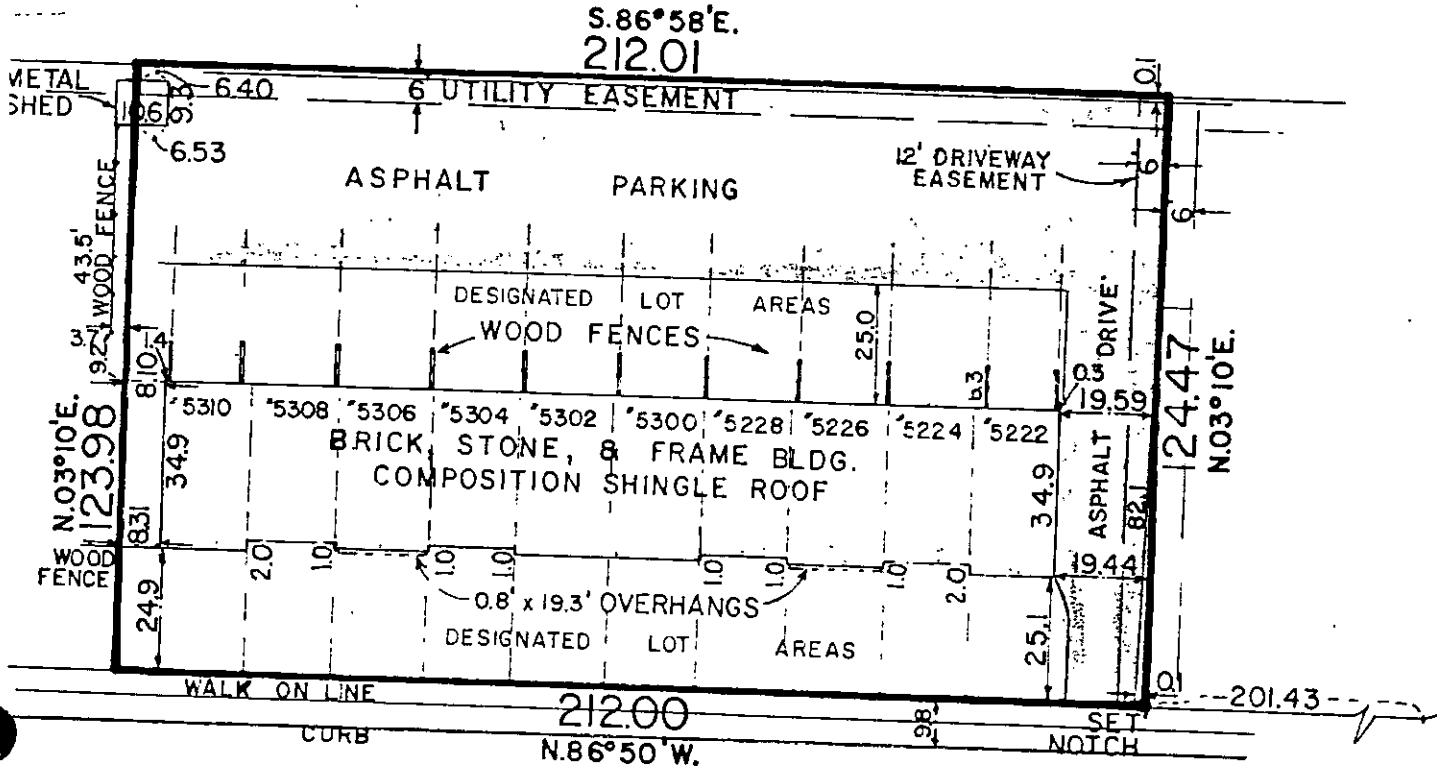
Kenneth E Berke 1/26/79

KENNETH E BERKE, REGISTERED WISCONSIN LAND SURVEYOR S 107

Known as 5222-24-26-28-5300-02-04-06-08-10 Athens Avenue, City of Racine, Wisconsin
. 2 in Block 4 in HIGHLAND VILLAGE NO. 2, being a Subdivision of a part of the SW 1/4
. the NW 1/4 of the SE 1/4 of Section 13, T 3 N, R 22 E, in the City of Racine, Racine
nty, Wisconsin

UARY 26, 1979
(ADDED DATA)

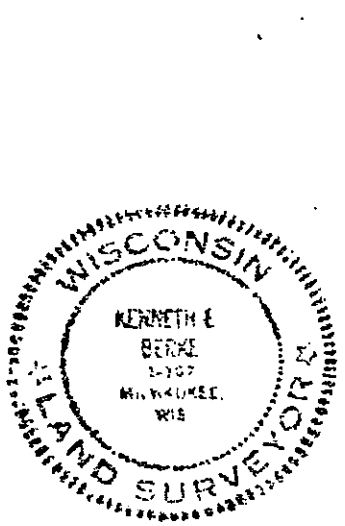
SURVEY NO. 144137-M
REVISION NO. 1



ATHENS AVE. 60'

BUILDING B

SCALE: 1" = 40'



I CERTIFY THAT THE PLAT IS A CORRECT REPRESENTATION OF THE CONDOMINIUM DESCRIBED AND THE IDENTIFICATION AND LOCATION OF EACH UNIT AND THE COMMON ELEMENTS CAN BE DETERMINED FROM THE PLAT.

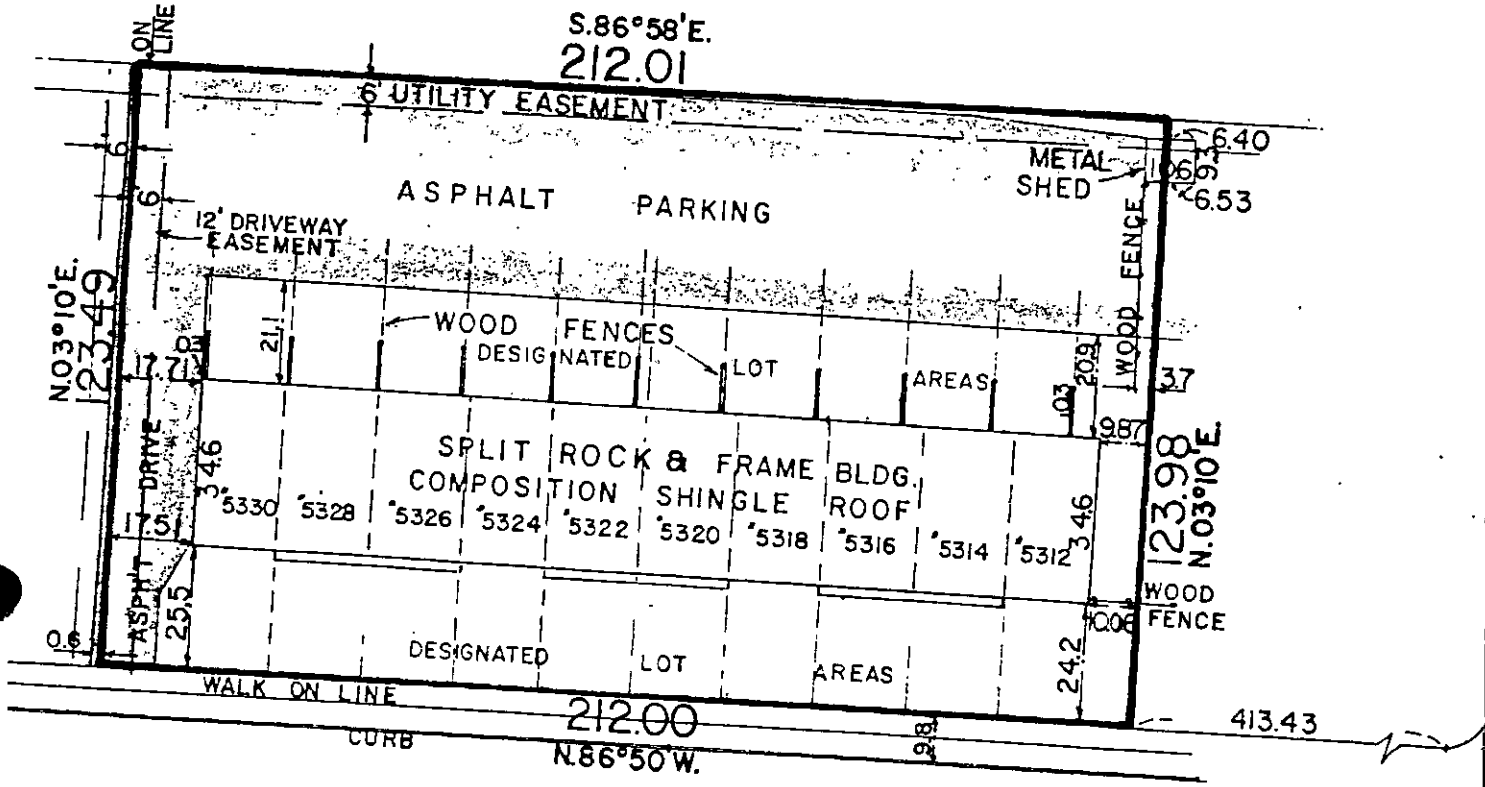
Kenneth E Berke 11/26/79

KENNETH E BERKE, REGISTERED WISCONSIN LAND SURVEYOR S 107

Known as 5312-14-16-18-20-22-24-26-28-30 Athens Avenue, in City of Racine, Wisconsin.
t 3 in Block 4 in HIGHLAND VILLAGE NO. 2, being a Subdivision of a part of the SW 1/4
i the NW 1/4 of the SE 1/4 of Section 13, T 3 N, R 22 E, in the City of Racine, Racine
nty, Wisconsin

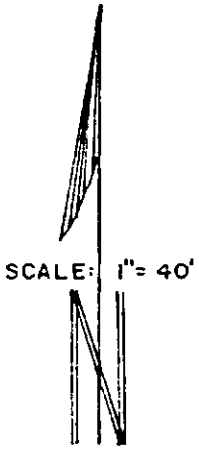
UARY 26, 1979 SURVEY NO. 144138-M

(ADDITIONAL DATA ADDED) REVISION NO. 1



ATHENS AVE. 60'

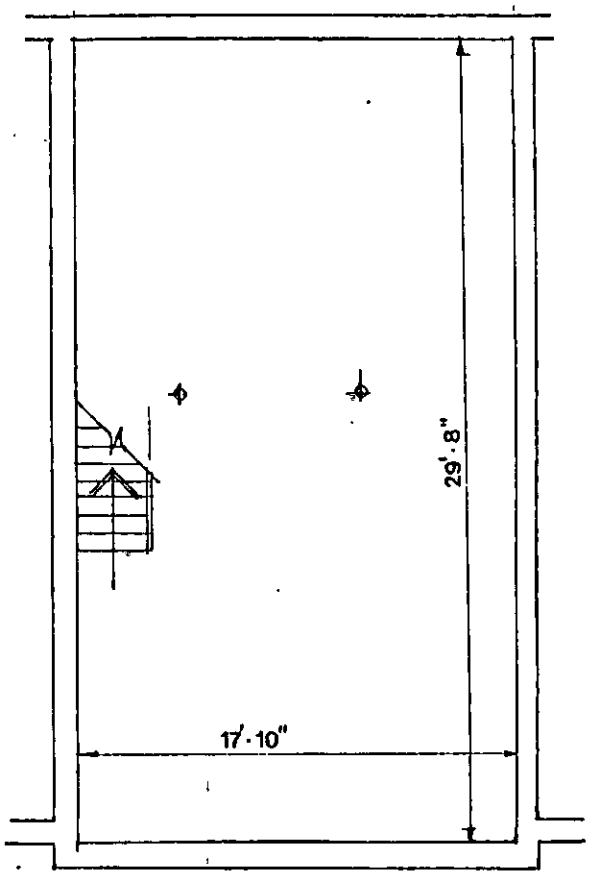
BUILDING C



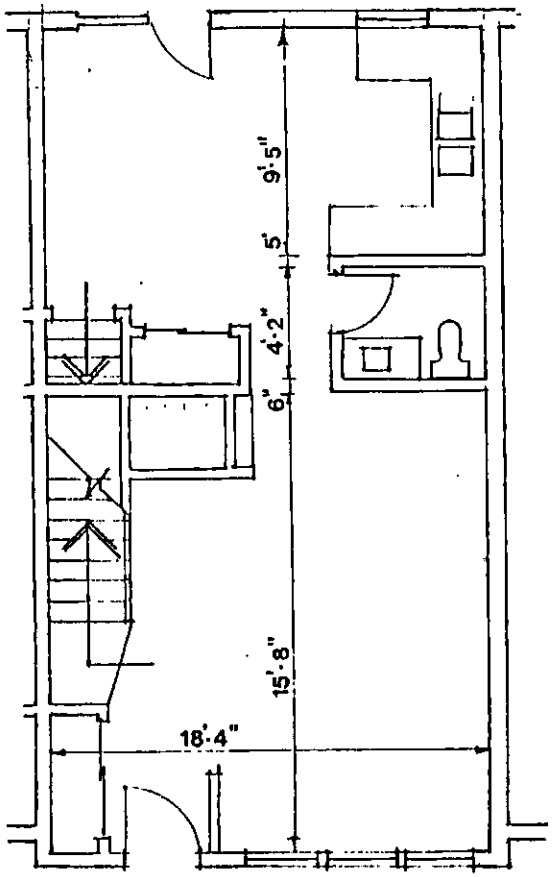


CERTIFY THAT THE PLAT IS A CORRECT REPRESENTATION OF THE CONDOMINIUM DESCRIBED AND THE ENTIFICATION AND LOCATION OF EACH UNIT AND THE COMMON ELEMENTS CAN BE DETERMINED FROM E PLAT.

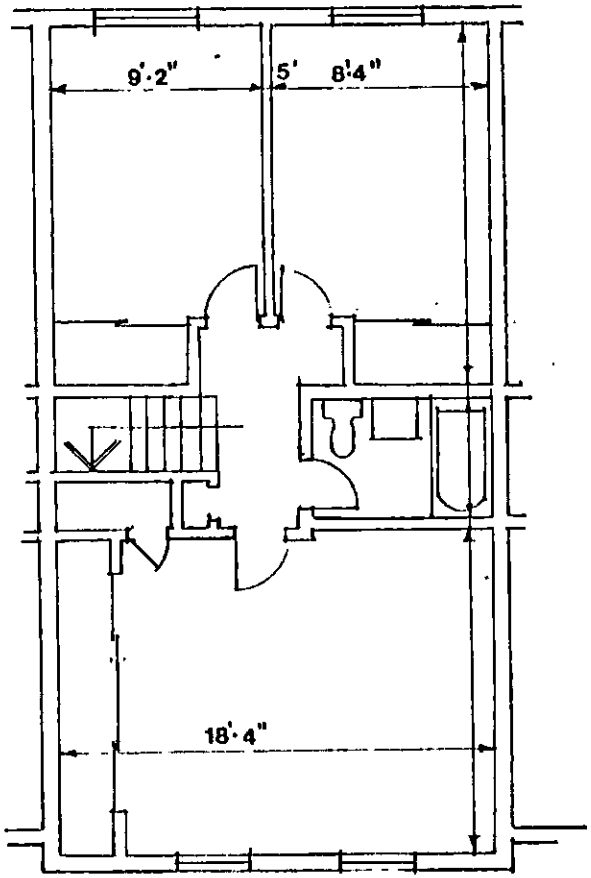
Kenneth E Berke 1/26/79



Basement Plan 564 Sq.Ft.



First Floor Plan 590 Sq.Ft.

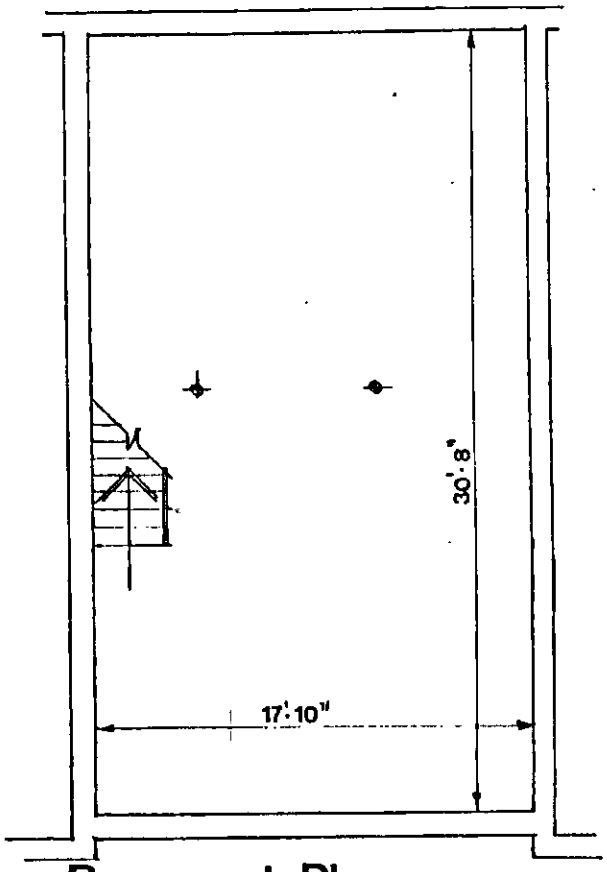


Second Floor Plan 590 Sq.Ft.

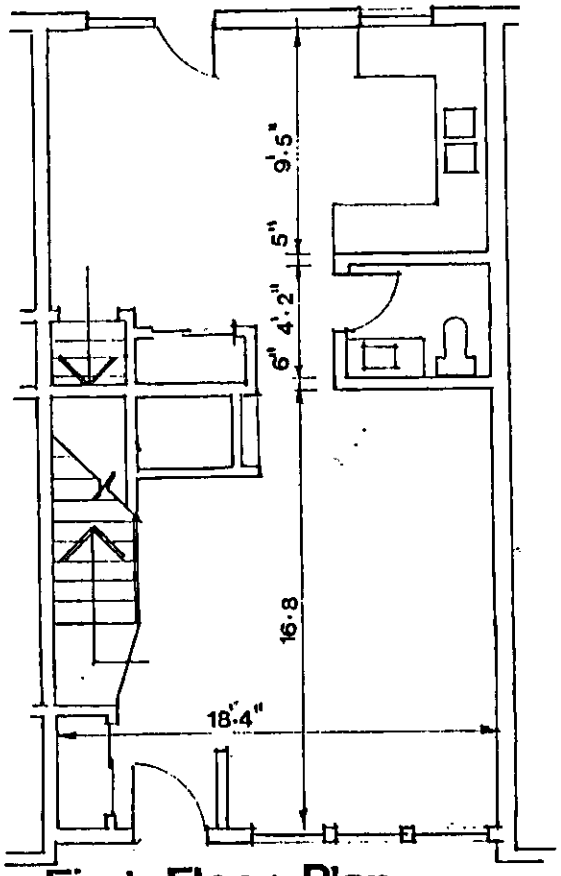
Athens Avenue Condominiums Racine, Wi.

TYPICAL UNIT (EXCEPT END UNITS) Approx. Sq.Ft. 1,744 BLDG. B

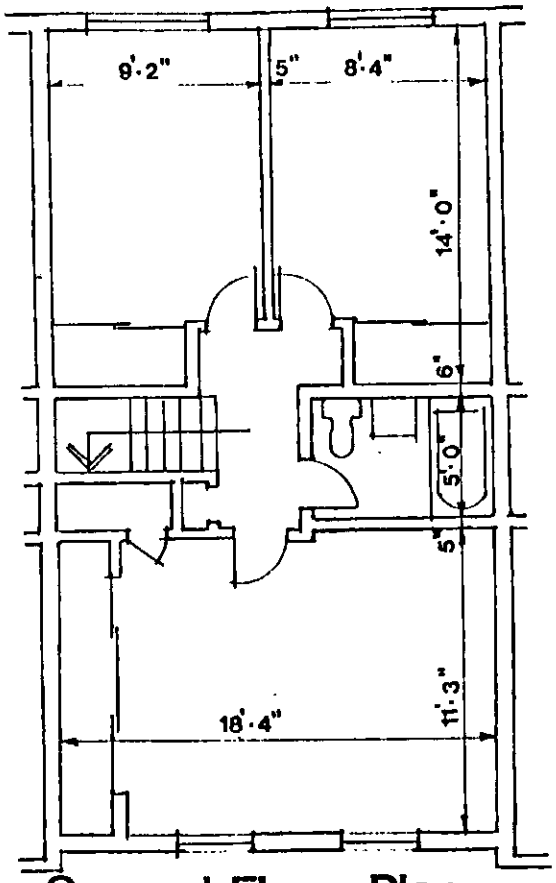
UNITS# (AS DRAWN)	UNITS# (MIRROR IMAGE OF DRAWING)
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5300	5306



Basement Plan 546 Sq. Ft.



First Floor Plan 572 Sq. Ft.

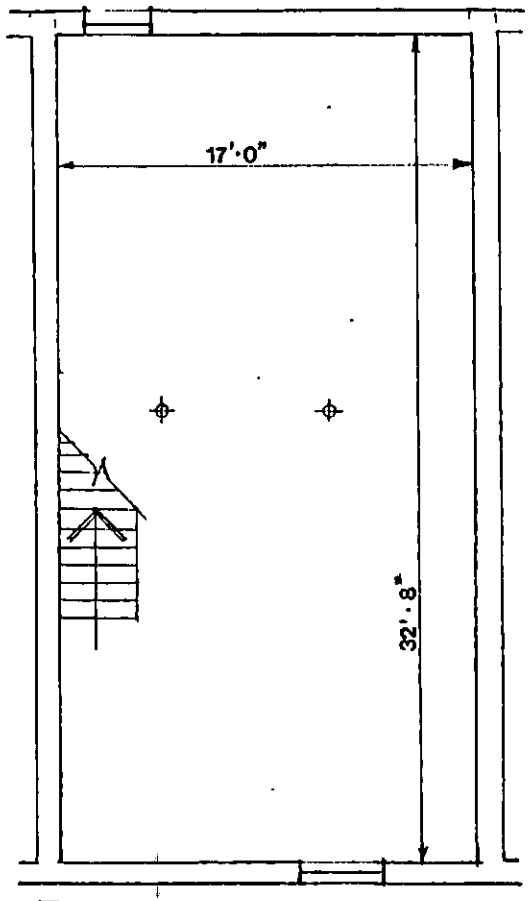


Second Floor Plan 572 Sq. Ft.

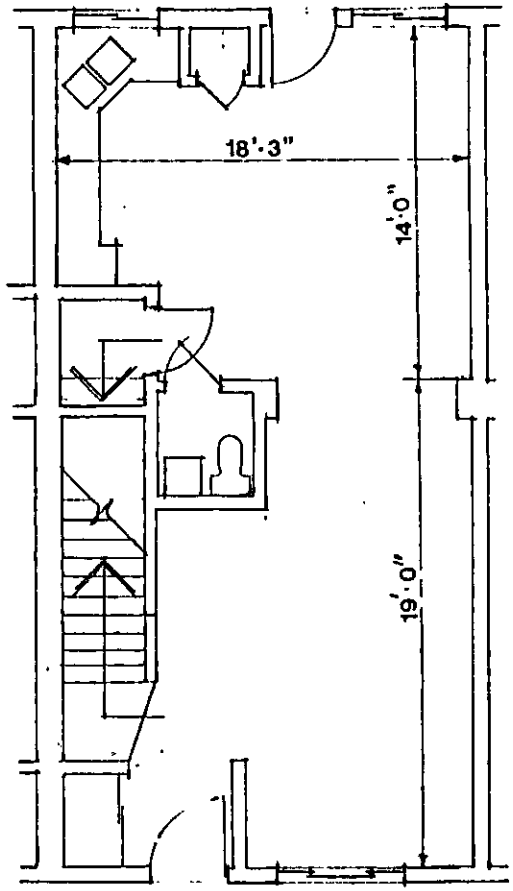
Athens Avenue Condominiums Racine, Wi.

TYPICAL UNIT (EXCEPT END UNITS) Approx. Sq.Ft. 1,690 BLDG. B

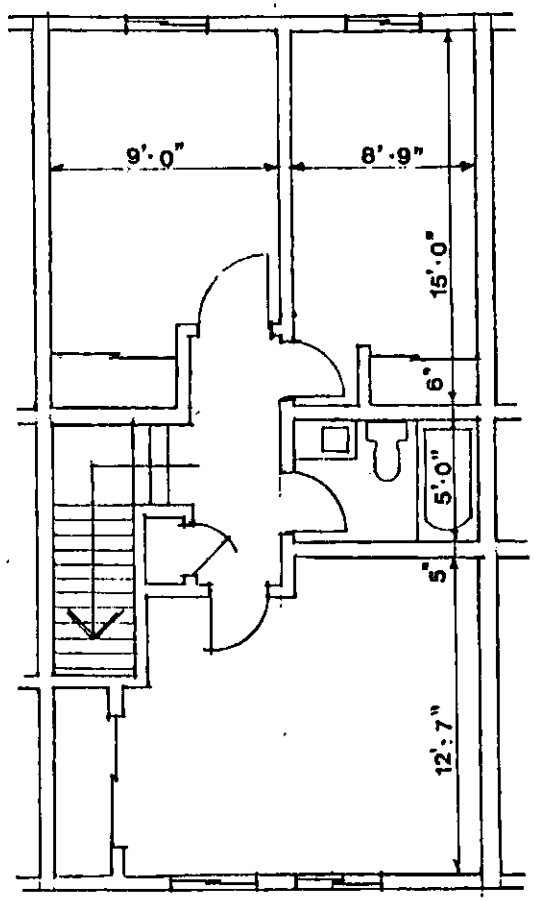
UNITS# (AS DRAWN)	UNITS# (MIRROR IMAGE OF DRAWING)
5304	5224
5308	5228



Basement Plan 555 Sq.Ft.



First Floor Plan 595 Sq.Ft.

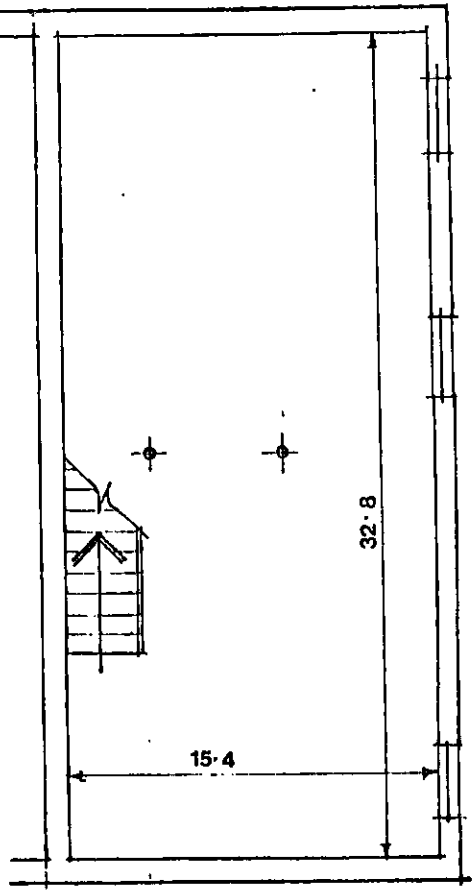


Second Floor Plan 595 Sq.Ft.

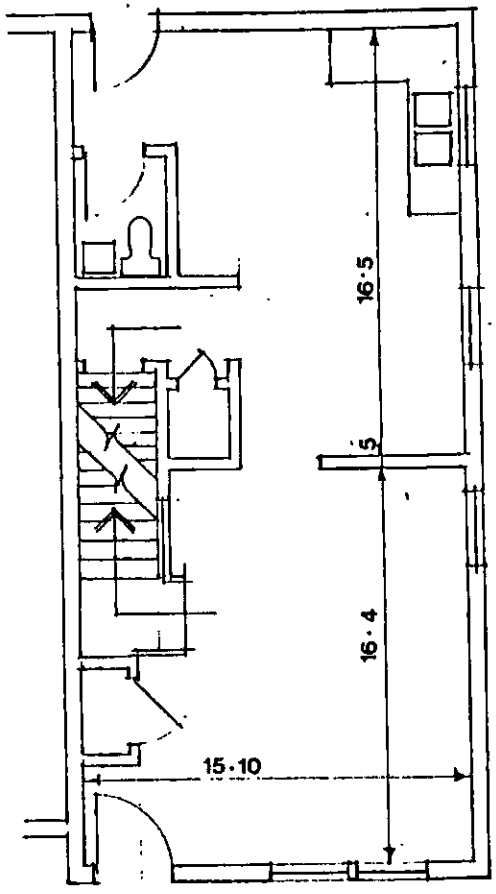
Athens Avenue Condominiums Racine, Wi.

TYPICAL UNIT (EXCEPT END UNITS) Approx. Sq.Ft. 1,745 BLDG. A & C

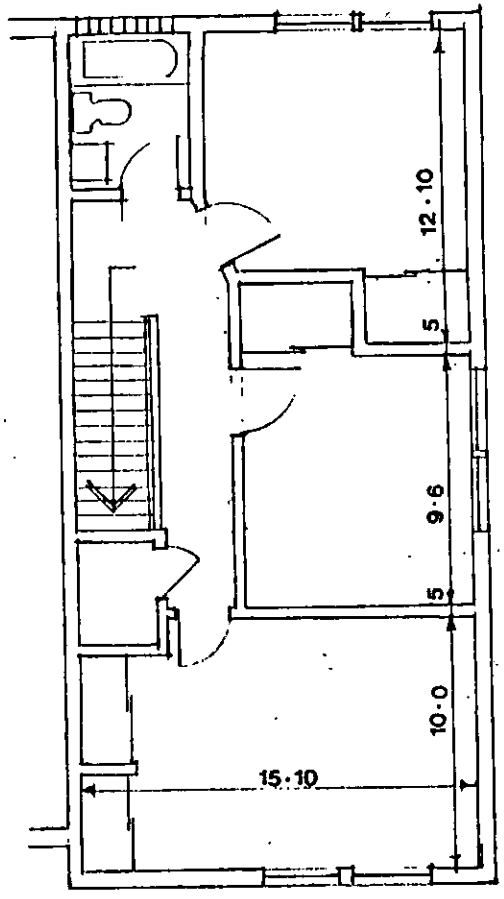
UNITS# (AS DRAWN)		UNITS# (MIRROR IMAGE OF DRAWING)	
BLDG. A	BLDG. C.	BLDG. A	BLDG. C
5202	5314	5204	5316
5206	5318	5208	5320
5210	5322	5212	5324
5214	5326	5216	5328



Basement Plan 500 Sq.Ft.



First Floor Plan 525 Sq. Ft.



Second Floor Plan 525 Sq.Ft.

Athens Avenue Condominiums Racine, Wi.

TYPICAL END UNIT Approx. Sq.Ft. 1,550 BLDG. A, B, & C

UNITS# (AS DRAWN)			UNITS# (MIRROR IMAGE OF DRAWING)		
BLDG.A	BLDG.B	BLDG.C	BLDG.A	BLDG.B	BLDG.C
5200	5222	5312	5218	5310	5330

AHS

1326296

Register's Office
Racine County, Wis. } ss

Received for Record 28th day of November A.D. 1990 at 11:1 o'clock A. M. and recorded in Volume 20 of Records on page 340-40

Helen M. Schutten
Register of Deeds

136.50

FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM OF ATHENS AVENUE CONDOMINIUM

THIS FIRST AMENDMENT made and entered into effective as of the 1st day of September, A.D., 1990 by the undersigned, being all of the unit owners of Athens Avenue Condominium ("condominium").

WITNESSETH:

That Robert H. LaPour (the "Declarant") recorded a Declaration of Condominium of Athens Avenue Condominium in the Office of the Register of Deeds for Racine County, Wisconsin, on June 25, 1979 in Volume 1513 of Records, commencing on page 209 as Document No. 1054600, and the Condominium Plat of Athens Avenue Condominium was recorded on said date in said office in Volume 32 of plats on pages 64 through 74. Thereafter in order to clarify the record, a correctly assembled Condominium Plat of Athens Avenue Condominium (which also serves by reference as Exhibit "A" to the declaration) was recorded as an attachment to the correction affidavit of Allen M. Rieselbach in the Racine County Register of Deeds Office on July 30, 1979, in Volume 1519 of Records at pages 357-366, as a part of Document No. 1057036. That collectively all of the foregoing described documents are for brevity referred to herein as the "Declaration".

All of the unit owners desire to amend the Declaration in order to add additional property to be made subject to the Declaration and to provide for specification and construction of new garage units, establish new parking areas, provide for automobile traffic patterns and direction in the designated common areas and make other changes in the ownership and use of common and limited common areas of the condominium property as hereinafter stated.

NOW, THEREFORE, all of the unit owners, pursuant to Section 703.09 of the Wisconsin Condominium Ownership Act and Article 16 of the Declaration, entitled "Amendment of Declaration" hereby agree and consent to amend the Declaration effective on September 1, 1990 as herein provided.

Article 1 of the Declaration entitled "Description of Land" is hereby amended and replaced by the following provisions:

1938 11 28

T.S.# 11338-035
Added to: 11338-005 thru 11338-034
Ret: Joseph Muratore Sr.

VOL 2044 PAGE 340

Article 1. Description of Land. The land which is subject to this Declaration and upon which all of the buildings and improvements are and will be located, including the new garage buildings to be constructed, is in Racine County, Wisconsin, more particularly described as follows:

Lot 1, Block 4 of Highland Village No. 2 a recorded plat in the City of Racine, and the West 1/2 of vacated Ostergaard Avenue immediately east of and adjacent to said Lot 1, and the northerly extension of said Lot 1, being that part of the Southeast 1/4 of Section 13, Township 3 North, Range 22 East, in the City of Racine, Racine County, Wisconsin, described as follows: Commence at the Northwest corner of said Lot 1; run thence N 3°10'00" E 28.00 feet; thence S 86°58'00" E 203.54 feet; thence S 00°00'00" E 28.04 feet; thence N 86° 58'00" W 205.10 feet to the point of beginning of this description.

Lot 2, Block 4 of Highland Village No. 2 a recorded plat in the City of Racine, and the northerly extension of said Lot 2, being that part of the Southeast 1/4 of Section 13, Township 3 North, Range 22 East, in the City of Racine, Racine County, Wisconsin, described as follows: Commence at the Northwest corner of said Lot 2; run thence N 3°10'00" E 28.00 feet; thence S 86°58'00" E 212.01 feet; thence S 3°10'00" W 28.00 feet; thence N 86°58'00" W 212.01 feet to the point of beginning of this description.

Lot 3, Block 4 of Highland Village No. 2 a recorded plat in the City of Racine, and the northerly extension of said Lot 3, being that part of the Southeast 1/4 of Section 13, Township 3 North, Range 22 East, in the City of Racine, Racine County, Wisconsin, described as follows: Commence at the Northwest corner of said Lot 3; run thence N 3°10'00" E 28.00 feet; thence S86°58'00"E 212.01 feet; thence S 3°10'00" W 28.00 feet; thence N 86°58'00" W 212.01 feet to the point of beginning of this description.

Subject to the following easement covenant:

Unit owners covenant and declare that no buildings shall be constructed on the following described parcel of the condominium land:

"That part of Lot 2, Block 4 of Highland Village No. 2 a recorded plat in the City of Racine, and the northerly extension of said Lot 2 described as that part of the Southeast 1/4 of Section 13, Township 3 North, Range 22 East, in the City of Racine, Racine County, Wisconsin, bounded as follows: Commence at the Southeast corner of said Lot 2, run thence N 86°50'00" W 10.00 feet; thence N 3°10'00" E 152.45 feet; thence S 86°58'00" E 10.00 feet; thence S 3°10'00" W 152.48 feet to the point of beginning of this description.

And subject to the conveyance to be made by the Athens Avenue Condominium Association, Inc., by its President and Secretary of an underground easement to Wisconsin Electric Power Company ("WEPCO") in the form attached which is approved and authorized for delivery to WEPCO as the action of all of the unit owners.

The additional land which is being made subject to the Declaration, together with the land originally described in the Declaration, including improvements previously made and additional improvements are more particularly shown and described on the plat annexed to the First Amendment. That plat is identified as Exhibit "1", Plat of First Amendment to Declaration of Condominium. Hereinafter for brevity it is referred to solely as Exhibit "1". It is made a part by reference of the First Amendment and the Declaration. Exhibit "1" shows and specifically identifies garage buildings A, B, and C and other changes, additions and improvements to the common elements and limited common elements of the condominium property.

Article 2 of the Declaration entitled "Description of Buildings" is hereby amended and replaced by the following provisions:

Article 2. Description of Residence Buildings. Three buildings containing a total of thirty units and an equipment building have been previously constructed upon the land with locations as shown on the Condominium Plat referred to as Exhibit "A" and made a part of the Declaration. The condominium dwelling units in each building are hereinafter called "units". The buildings are designated Buildings A, B, and C as indicated on the Condominium Plat and again on Exhibit "1".

The buildings each contain ten (10) units. Each building has a basement, first floor, second floor and storage attic. The principal materials of which the buildings are constructed are concrete block foundation, concrete slab basement, drywall interior partitions, wood frame, wood and

concrete floors, and a combination of one or more of the following exteriors: lannon stone, split rock, brick and cedar siding. All roof are composition shingle. Each building has a sump pump located in each of the two end units. The cost of the electricity used to operate these sump pumps shall be paid by Athens Avenue Condominium Association, Inc., a Wisconsin non-stock, non-profit corporation serving as the association of the unit owners for the condominium (the "Association") as provided in Section 16, Article V of the By-Laws of the Association (the "By-Laws), attached to the Declaration as Exhibit "B" and made a part hereof.

Article 3 of the Declaration entitled "Description of Units" is hereby amended and replaced by the following provisions:

Article 3. Description of Residence Units.

(a) The unit number of each unit shall be its address. A general description of each unit, including its perimeters, location, number of rooms and immediate common area to which it has access are shown on the Condominium Plat which includes a set of floor plans. Working drawings and general specifications for the project are on file at the office of the Declarant, 1300 South Green Bay Road, Racine, Wisconsin 53406.

(b) The boundaries of each unit shall consist of that part of the cubic area of each building which is enclosed as follows:

(i) The vertical or parametrical boundaries of the unit shall be the plane of the outer surfaces of the drywall (being the first layer of double drywall as to common walls between units) and the plane of the outside faces of doors and windows bounding a dwelling extended in each case to an intersection with the upper and lower boundaries; and

(ii) The upper boundary shall be the plane of the outer surface of the second floor ceiling drywall and the lower boundary shall be the plane of the underside of the basement floor.

(c) Units vary in size from approximately 1,550 square feet to approximately 1,745 square feet of living space including the basement. Approximate dimensions of rooms are shown on the Condominium Plat. Each unit contains a basement, living room, kitchen, dining area and lavatory on the first floor and three bedrooms and a bathroom on the second floor.

(d) Each unit is equipped with a gas-fired forced hot air heating unit and an automatic gas-fired glass lined

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hot water heater. Electricity and gas are separately metered. An air-conditioning system and disposal are optional in each unit.

(e) Each unit shall include a two (2) car garage space in a detached garage building belonging to the unit as shown on Exhibit "1" and more particularly identified and described in Articles 3.1, 3.2 and 3.3 of the Declaration.

(f) It is intended that the structural portions of each residential building be common elements except for the drywall and floors which are included within the boundaries of the units described in Section 3 (b) of the Declaration. The utility lines and plumbing (except sump pumps) located within the boundaries of the units shall be repaired and maintained by and at the expense of the respective unit owner. The utility lines and plumbing not located within the boundaries of the units and the sump pumps shall be repaired and maintained by and at the expense of the Association. The heating and central air-conditioning system and water heater shall be considered part of the respective unit serviced by said items and shall be replaced, repaired and maintained by and at the expense of the owner.

The following provisions are added to the Declaration by the First Amendment to follow as new articles commencing after the end of Article 3 of the Declaration, entitled "Description of Residence Units":

Article 3.1. Description of Garage Buildings.

(a) Three buildings containing a total of thirty (30), two-car garage units shall be constructed upon the land as shown on Exhibit "1". The condominium garage units in each building are hereinafter called "garage units" and are units as defined in Section 703.02 of the Wisconsin Condominium Ownership Act. The buildings are designated Garage Buildings A, B, and C as indicated on Exhibit "1".

(b) The garage buildings each contain ten garage units. Each garage building is approximately one floor in height. The principal materials of which the garage buildings are to be constructed are concrete footings and slab, wood frame and one-half inch exterior siding. The garages are equipped with overhead garage doors and electric powered automatic garage door openers. All garage roofs are to be covered with Owens-Corning fiberglass shingles. The cost of the electricity used to operate the garage interior lights and garage door openers shall be paid by the Association as provided in Section 16, Article V of the By-Laws.

Article 3.2. Description of Garage Units.

(a) The garage unit and outside parking area belonging to each dwelling unit is assigned the same street address unit number as its corresponding dwelling unit. Garage unit numbers and numbers designating limited common areas for outside parking in front of each garage unit are shown on Exhibit "1". Working drawings and general specifications for the garage unit project shall be maintained on file at the office of the secretary of the Association.

(b) The boundaries of each garage unit shall consist of that part of the cubic area of each garage unit which is enclosed as follows:

(i) Horizontal Boundaries.

(aa) The upper boundaries of each garage unit shall be the plane of the bottom surface of the exposed garage building rafters extended to an intersection with the vertical boundaries; and

(bb) The lower boundaries of each garage unit shall be the plane of the undecorated, finished concrete slab floor extended to its intersection with the vertical boundaries.

(ii) Vertical Boundaries. The vertical or parametrical boundaries of each garage unit shall be the plane of the outer surfaces of the wall board (where installed) and the plane of the outside face of each garage overhead door when in the closed position and the plane (where exposed) of the inside surface of the garage wall studs extended upward and downward to the intersection of the horizontal boundaries.

(c) It is intended that the structural portions of each garage building shall be common elements except for the wall board and overhead garage doors and garage door openers which are included within the boundaries of the garage units described in Subsection 3.2 (b) of the Declaration. The electric utility lines located within the boundaries of the garage units shall be repaired and maintained at the expense of the unit owner. The utility lines not located within the boundaries of the garage units shall be repaired and maintained at the expense of the Association.

Article 3.3. Encroachment Easements.

If any portion of the common or limited common elements shall encroach upon any unit, or if any unit shall

encroach upon any other unit or upon any portion of the common or limited common elements as a result of the duly authorized construction, reconstruction or repair of any building, or as a result of settling or shifting of any building, a valid easement for the encroachment and for its maintenance shall exist so long as the building stands. The existing physical boundaries of a unit, building or common elements constructed or reconstructed in substantial conformity with the Condominium Plat, Exhibit "A", Exhibit "1" and the Garage Building Plans and Specifications ("plans") shall be conclusively presumed to be its or their boundaries, regardless of the shifting, settlement or lateral movement of a unit, building or common element and regardless of minor variations between the physical boundaries described in the Declaration or shown on the Condominium Plat, Exhibit "1" or the plans and the existing boundaries of such unit, building or common element. Whenever used in this article, the words "unit" shall mean residence unit or garage unit, and the word "building" shall mean residence building or garage building as the case may be.

Article 4 of the Declaration entitled "Common Elements" is hereby amended and replaced by the following provisions:

Article 4. Common Elements.

(a) The common elements shall include all of the condominium except its dwelling units and garage units and shall include, but not be limited to the following: land, walks, driveways, fences, sump pumps and components of plumbing, heating, electrical, telephonic or cable television systems serving more than one unit. The common elements shall be repaired and maintained by and at the expense of the Association.

(b) The common elements of the condominium (including the limited common elements) shall remain undivided and no unit owner shall bring any action for partition and division thereof.

(c) Each unit has a front and rear access to common elements.

Article 5 of the Declaration entitled "Description of Limited Common Elements" is hereby amended and replaced by the following provisions:

Article 5. Description of Limited Common Elements.

The following common elements are permanently assigned to and limited to the use of dwelling units and garage units as follows: (the "limited common elements"):

(a) The land constituting the "designated lot areas" at the front and rear of each dwelling unit as shown approximately on the Condominium Plat as amended by Exhibit "1", the attic space above each unit and the land under each unit. "Basket weave fences" as shown on the Condominium Plat identify and partially separate the designated lot areas at the rear of each unit. These fences do not coincide with an extension of the common walls separating units. These fences shall not be removed by any person (except for periodic replacement in the same location) without unanimous consent of the Board of Directors of the Association.

(b). Outdoor parking space reserved to each garage unit and so designated by unit number on Exhibit "1".

Except for the amendment of Articles 1, 2, 3, 4, and 5 and the additions of Articles 3.1, 3.2, and 3.3, and the changes as shown on Exhibit "1" of the First Amendment, the Declaration, the Articles of Incorporation of the Association and the By-Laws and Rules and Regulations adopted pursuant thereto shall remain unchanged, and in full force and effect.

(Testimonium Pages Follow)

This instrument was drafted by
Joseph J. Muratore, Sr., Attorney
~~Suite 400, 610 Main Street~~
Racine, Wisconsin 53403

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IN WITNESS WHEREOF, the undersigned unit owners have caused this instrument to be executed, as of the date first above written.

Unit 5200, Building A

Date Signed: 8-28-90

William L. Petri

William L. Petri

Date Signed: 8-28-90

Linda J. Petri

Linda J. Petri, his wife

Authentication

Signatures of William L. Petri and Linda J. Petri, his wife, authenticated this _____ day of _____, 1990.

_____

Title: Member State Bar of Wisc.
If Not _____
Authorized by Sec. 706.06 Wis. Stats.

Acknowledgment

State of Wisconsin)
) SS.
Racine County)

Personally came before me this 28th day of August, 1990, the above named William L. Petri and Linda J. Petri, his wife, to me known to be the persons who executed the foregoing instrument and acknowledge the same.

Patricia K. Ransom

Notary Public, Racine Cty., Wisc.
My Commission: 5-2-93

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CONSENT OF MORTGAGEE
OF UNIT 5200, BUILDING A

The undersigned mortgagee consents to the foregoing First Amendment to Declaration of Condominium of Athens Avenue Condominium.

Standard Federal Savings & Loan Association:

Date Signed: 10-29, 1990

By _____
Asst. Vice President
* David Ozag

Countersigned:

Date Signed: 10-29, 1990

By _____
Asst. Secretary Officer
* Susan L. Jaeger

State of Maryland)
) SS.
Frederick County)

On the date signed, the foregoing Consent of Mortgagee was acknowledged before me by the above named officers.

(Seal)

_____ 10-29-90
* Kathy L. Bolinger
Notary Public, State of ~~Maryland~~ Maryland
My Commission: expires 11-1-91

*Type or Print Name Signed Above.

IN WITNESS WHEREOF, the undersigned unit owner has caused this instrument to be executed, as of the date first above written.

Unit 5202, Building A

Date Signed: 9/1/90

Muriel A. Austin
Muriel A. Austin

Authentication

Signature of Muriel A. Austin, authenticated this _____ day of _____, 1990.

_____
Title: Member State Bar of Wisc.
If Not _____
Authorized by Sec. 706.06 Wis. Stats.

Acknowledgment

State of Wisconsin)
) SS.
Racine County)

Personally came before me this 1 day of September 1990, the above named Muriel A. Austin, to me known to be the person who executed the foregoing instrument and acknowledge the same.

Simonsen
Notary Public, Racine Cty., Wisc.
My Commission: 28 August 1994

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IN WITNESS WHEREOF, the undersigned unit owner has caused this instrument to be executed, as of the date first above written.

Unit 5204, Building A

Date Signed: Sept. 7, 1990

Richard Siegmund

Authentication

Signature of Richard Siegmund, authenticated this _____ day of _____, 1990.

Title: Member State Bar of Wisc.
If Not _____
Authorized by Sec. 706.06 Wis. Stats.

Acknowledgment

State of ~~Wisconsin~~ California)
San Bernardino) SS.
~~Racine~~ County)

Personally came before me this 7th day of September, 1990, the above named Richard Siegmund, to me known to be the person who executed the foregoing instrument and acknowledge the same.

OFFICIAL SEAL
Michelle L. Stiles
NOTARY PUBLIC - CALIFORNIA
SAN BERNARDINO COUNTY
My Comm Expires July 15 1994

Notary Public, _____ ~~Wisconsin~~.
My Commission: _____

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CONSENT OF MORTGAGEES
OF UNIT 5204, BUILDING A

The undersigned mortgagees consent to the foregoing First Amendment to Declaration of Condominium of Athens Avenue Condominium.

Date Signed: 8-26-'90, 1990 Margaret Siegmund
Margaret Siegmund

Date Signed: 8-26, 1990 Fred Mundernack, P.R.
Helen Mundernack, n/k/a
Helen Brehm

State of Wisconsin)
Racine County Racine) SS. -8-26-90

On the date signed, the foregoing Consent of Mortgagees was acknowledged before me by the above named Margaret Siegmund and Helen Mundernack, n/k/a Helen Brehm.

(Seal) PALMA E Hughes
*Palma E Hughes
Notary Public, State of Wisconsin
My Commission: 12-12-93

*Type or Print Name Signed Above.

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IN WITNESS WHEREOF, the undersigned unit owner has caused this instrument to be executed, as of the date first above written.

Unit 5206, Building A

Date Signed: 8-26-90

Mary E. Bernhardt

Authentication

Signature of Mary E. Bernhardt authenticated this ____ day of _____, 1990.

Title: Member State Bar of Wisc.
If Not _____
Authorized by Sec. 706.06 Wis. Stats.

Acknowledgment

State of Wisconsin)
) SS.
Racine County)

Personally came before me this 26th day of August, 1990, the above named Mary E. Bernhardt, to me known to be the person who executed the foregoing instrument and acknowledge the same.

Notary Public, Racine Cty., Wisc.
My Commission: 12-12-93

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CONSENT OF MORTGAGEE
OF UNIT 5206, BUILDING A

The undersigned mortgagee consents to the foregoing First Amendment to Declaration of Condominium of Athens Avenue Condominium.

North Shore Savings & Loan Association, n/k/a North Shore Bank

Date Signed: August 24, 1990

By _____
Vice President
*Richard J. Socher

Countersigned:

Date Signed: August 24, 1990

By _____
Officer
* Patricia E. Hanney, Assistant Secretary

State of Wisconsin)
) SS.
Racine County)

On the date signed, the foregoing Consent of Mortgagee was acknowledged before me by the above named officers.

(Seal)

NOTARY PUBLIC
GERALDINE SCHATTSCHNEIDER
STATE OF WISCONSIN

_____
* Geraldine Schattschneider
Notary Public, State of Wisconsin
My Commission: August 7, 1994

*Type or Print Name Signed Above.

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IN WITNESS WHEREOF, the undersigned unit owners have caused this instrument to be executed, as of the date first above written.

Unit 5208, Building A

Date Signed: 8/21/90

David A. Nicklas

Date Signed: 8/21/90

Cindy Nicklas, his wife

Authentication

Signatures of David A. Nicklas and Cindy Nicklas, his wife, authenticated this _____ day of _____, 1990.

Title: Member State Bar of Wisc.
If Not _____
Authorized by Sec. 706.06 Wis. Stats.

Acknowledgment

State of Wisconsin)
) SS.
Racine County)

Personally came before me this 21 day of August, 1990, the above named David A. Nicklas and Cindy Nicklas, his wife, to me known to be the persons who executed the foregoing instrument and acknowledge the same.

Notary Public, Racine Cty., Wisc.
My Commission: My Commission Expires Jan. 16, 1994

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CONSENT OF MORTGAGEE
OF UNIT 5208, BUILDING A

The undersigned mortgagee consents to the foregoing First Amendment to Declaration of Condominium of Athens Avenue Condominium.

Bank One, Racine, N.A.

Date Signed: 8/31/, 1990

By Jerry L. Schwallier
President
* Jerry L. Schwallier

Countersigned:

Date Signed: 8/31, 1990

By
Officer
* Samuel M. Seavitte

State of Wisconsin)
) SS.
Racine County)

On the date signed, the foregoing Consent of Mortgagee was acknowledged before me by the above named officers.

(Seal)

* Bruce L. Thompson
Notary Public, State of Wisconsin
My Commission: February 6, 1994

*Type or Print Name Signed Above.

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IN WITNESS WHEREOF, the undersigned unit owners have caused this instrument to be executed, as of the date first above written.

Unit 5210, Building A

Date Signed: 8-25-90

Ernest J. Krumrei
Ernest J. Krumrei

Date Signed: 8-25-90

Martha S Krumrei
Martha S. Krumrei, his wife

Authentication

Signatures of Ernest J. Krumrei and Martha S. Krumrei, his wife, authenticated this _____ day of _____, 1990.

_____
Title: Member State Bar of Wisc.
If Not _____
Authorized by Sec. 706.06 Wis. Stats.

Acknowledgment

State of Wisconsin)
) SS.
Racine County)

Personally came before me this 25th day of AUGUST, 1990, the above named Ernest J. Krumrei and Martha S. Krumrei, his wife, to me known to be the persons who executed the foregoing instrument and acknowledge the same.

Patricia K. Ransom
Notary Public, RACINE Cty., Wisc.
My Commission: 5-2-93

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CONSENT OF MORTGAGEE
OF UNIT 5210, BUILDING A

The undersigned mortgagee consents to the foregoing First Amendment to Declaration of Condominium of Athens Avenue Condominium.

Marine Bank South, N.A.,
n/k/a Bank One, Racine, N.A.

Date Signed: 8/31, 1990

By _____
President
* Jerry L. Schwaller

Countersigned:

Date Signed: 8/31, 1990

By _____
Officer
* Samuel M. Seavitte

State of Wisconsin)
) SS.
Racine County)

On the date signed, the foregoing Consent of Mortgagee was acknowledged before me by the above named officers.

(Seal)

_____
* Bruce L. Thompson
Notary Public, State of Wisconsin
My Commission: February 6, 1994

*Type or Print Name Signed Above.

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IN WITNESS WHEREOF, the undersigned unit owner has caused this instrument to be executed, as of the date first above written.

Unit 5212, Building A

Date Signed: 8-26-90

Patricia K. Ransom
Patricia K. Ransom

Authentication

Signatures of Patricia K. Ransom authenticated this _____ day of _____, 1990.

_____
Title: Member State Bar of Wisc.
If Not _____
Authorized by Sec. 706.06 Wis. Stats.

Acknowledgment

State of Wisconsin)
) SS.
Racine County)

Personally came before me this 26th day of August, 1990, the above named Patricia K. Ransom, to me known to be the person who executed the foregoing instrument and acknowledge the same.

Palmer E. Hughes
Notary Public, Racine Cty., Wisc.
My Commission: 12-12-93

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CONSENT OF MORTGAGEE
OF UNIT 5212, BUILDING A

The undersigned mortgagee consents to the foregoing First Amendment to Declaration of Condominium of Athens Avenue Condominium.

Educators Credit Union of
Racine, Wisconsin:

Date Signed: 8/21, 1990 By _____
President
*HAROLD KAESING

Countersigned:

Date Signed: 8/21, 1990 By _____
Officer
*EUGENE SZYMCZAK

State of Wisconsin)
) SS.
Racine County)

On the date signed, the foregoing Consent of Mortgagee was acknowledged before me by the above named officers.

(Seal) _____
* DORIS M. DESCHLER
Notary Public, State of Wisconsin
My Commission: 5/16/93

*Type or Print Name Signed Above.

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IN WITNESS WHEREOF, the undersigned unit owners have caused this instrument to be executed, as of the date first above written.

Unit 5214, Building A

Date Signed: 9/17/90

James Ballantyne

Date Signed: "

Ethyl M. Ballantyne, his wife

Authentication

Signatures of James Ballantyne and Ethyl M. Ballantyne, his wife, authenticated this _____ day of _____, 1990.

Title: Member State Bar of Wisc.
If Not _____
Authorized by Sec. 706.06 Wis. Stats.

Acknowledgment

State of Wisconsin)
) SS.
Racine County)

Personally came before me this 17th day of September 1990, the above named James Ballantyne and Ethyl M. Ballantyne, his wife, to me known to be the persons who executed the foregoing instrument and acknowledge the same.

Notary Public, 11-1-91 Racine Cty., Wisc.
My Commission: Racine 11-1-91

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IN WITNESS WHEREOF, the undersigned unit owner has caused this instrument to be executed, as of the date first above written.

Unit 5216, Building A

Date Signed: 8/28/90

Elisabeth T. Carlson
Elisabeth T. Carlson

Authentication

Signature of Elisabeth T. Carlson, authenticated this _____ day of _____, 1990.

_____
Title: Member State Bar of Wisc.
If Not _____
Authorized by Sec. 706.06 Wis. Stats.

Acknowledgment

State of Wisconsin)
) SS.
Racine County)

Personally came before me this 28th day of August, 1990, the above named Elisabeth T. Carlson, to me known to be the person who executed the foregoing instrument and acknowledge the same.

Patricia K. Ransom
Notary Public, Racine Cty., Wisc.
My Commission: 5-2-93

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CONSENT OF MORTGAGEE
OF UNIT 5216, BUILDING A

The undersigned mortgagee consents to the foregoing First Amendment to Declaration of Condominium of Athens Avenue Condominium.

Heritage Bank & Trust:

Date Signed: 8/21, 1990 By Gerda Knorr
Vice President
*Gerda Knorr

Countersigned:

Date Signed: 8/21, 1990 By Audrey A Scheck
Operations Officer
*Audrey A. Scheck

State of Wisconsin)
) SS.
Racine County)

On the date signed, the foregoing Consent of Mortgagee was acknowledged before me by the above named officers.

(Seal) Julie A Busarow

* Julie A. Busarow
Notary Public, State of Wisconsin
My Commission: September 26, 1993

*Type or Print Name Signed Above.

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IN WITNESS WHEREOF, the undersigned unit owner has caused this instrument to be executed, as of the date first above written.

Unit 5218, Building A

Date Signed: 8-28-90

Sharon A. Mellberg

Sharon A. Mellberg

Authentication

Signature of Sharon A. Mellberg authenticated this _____ day of _____, 1990.

Title: Member State Bar of Wisc.
If Not _____
Authorized by Sec. 706.06 Wis. Stats.

Acknowledgment

State of Wisconsin)
) SS.
Racine County)

Personally came before me this 28th day of August, 1990, the above named Sharon A. Mellberg, to me known to be the person who executed the foregoing instrument and acknowledge the same.

Patricia K. Ransom
Notary Public, Racine Cty., Wisc.
My Commission: 5-2-93

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CONSENT OF MORTGAGEE
OF UNIT 5218, BUILDING A

The undersigned mortgagee consents to the foregoing First Amendment to Declaration of Condominium of Athens Avenue Condominium.

Heritage Bank & Trust:

Date Signed: 8/21, 1990 By Gerda Knorr
Vice President
*Gerda Knorr

Countersigned:

Date Signed: 8/21, 1990 By Audrey A. Scheck
Operations Officer
*Audrey A. Scheck

State of Wisconsin)
) SS.
Racine County)

On the date signed, the foregoing Consent of Mortgagee was acknowledged before me by the above named officers.

(Seal) Julie A. Busarow

*Julie A. Busarow
Notary Public, State of Wisconsin
My Commission: September 26, 1993

*Type or Print Name Signed Above.

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IN WITNESS WHEREOF, the undersigned unit owners have caused this instrument to be executed, as of the date first above written.

Unit 5222, Building B

Date Signed: 8-22-90

Jeffrey T. Hrouda

Date Signed: 8/22/90

Lesli A. Hrouda, his wife

Authentication

Signatures of Jeffrey T. Hrouda and Lesli A. Hrouda, his wife, authenticated this _____ day of _____, 1990.

Title: Member State Bar of Wisc.
If Not _____
Authorized by Sec. 706.06 Wis. Stats.

Acknowledgment

State of Wisconsin)
) SS.
Racine County)

Personally came before me this 22 day of August, 1990, the above named Jeffrey T. Hrouda and Lesli A. Hrouda, his wife, to me known to be the persons who executed the foregoing instrument and acknowledge the same.

ANDREW P. MILLER
NOTARY PUBLIC
STATE OF WISCONSIN

Notary Public, Milwaukee Cty., Wisc.
My Commission: 1-9-94

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CONSENT OF MORTGAGEE
OF UNIT 5222, BUILDING B

The undersigned mortgagee consents to the foregoing First Amendment to Declaration of Condominium of Athens Avenue Condominium.

North Shore Savings & Loan Association, n/k/a North Shore Bank:

Date Signed: August 24, 1990

By _____
Vice President
* Richard J. Socher

Countersigned:

Date Signed: August 24, 1990

By _____
Officer
* Patricia E. Hanney, Assistant Secretary

State of Wisconsin)
) SS.
Racine County)

On the date signed, the foregoing Consent of Mortgagee was acknowledged before me by the above named officers.

(Seal)

NOTARY PUBLIC GERALDINE SCHATTSCHNEIDER STATE OF WISCONSIN

_____
* Geraldine Schattschneider
Notary Public, State of Wisconsin
My Commission: August 7, 1994

*Type or Print Name Signed Above.

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IN WITNESS WHEREOF, the undersigned unit owners have caused this instrument to be executed, as of the date first above written.

Unit 5222, Building B

Date Signed: 8-22-90

Jeffrey T. Hrouda

Jeffrey T. Hrouda

Date Signed: 8/22/90

Lesli A. Hrouda

Lesli A. Hrouda, his wife

Authentication

Signatures of Jeffrey T. Hrouda and Lesli A. Hrouda, his wife, authenticated this _____ day of _____, 1990.

Title: Member State Bar of Wisc.
If Not _____
Authorized by Sec. 706.06 Wis. Stats.

Acknowledgment

State of Wisconsin)
) SS.
Racine County)

Personally came before me this 22 day of August, 1990, the above named Jeffrey T. Hrouda and Lesli A. Hrouda, his wife, to me known to be the persons who executed the foregoing instrument and acknowledge the same.

ANDREW P. MILLER
NOTARY PUBLIC
STATE OF WISCONSIN

Andrew P. Miller

Notary Public, Milwaukee Cty., Wisc.
My Commission: 1-9-94

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IN WITNESS WHEREOF, the undersigned unit owner has caused this instrument to be executed, as of the date first above written.

Unit 5224, Building B

Date Signed: 8/28/90

Susan K. Stover
Susan K. Stover

Authentication

Signature of Susan K. Stover, authenticated this _____ day of _____, 1990.

_____
Title: Member State Bar of Wisc.
If Not _____
Authorized by Sec. 706.06 Wis. Stats.

Acknowledgment

State of Wisconsin)
) SS.
Racine County)

Personally came before me this 28th day of August, 1990, the above named Susan K. Stover, to me known to be the person who executed the foregoing instrument and acknowledge the same.

Patricia K. Ranson
Notary Public, Racine Cty., Wisc.
My Commission: 5-2-93

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CONSENT OF MORTGAGEE
OF UNIT 5224, BUILDING B

The undersigned mortgagee consents to the foregoing First Amendment to Declaration of Condominium of Athens Avenue Condominium.

Carteret Savings Bank:

Date Signed: 11/5/90, 1990

By Marcia L. LeFleur
Marcia L. LeFleur, Vice President
*

Countersigned:

Date Signed: 11/5/90, 1990

By Susan K McCarthy
Susan K. McCarthy, ~~Officer~~ Assistant Secretary
*

State of Florida)
) SS.
Pinellas County)

On the date signed, the foregoing Consent of Mortgagee was acknowledged before me by the above named officers.

(Seal)

Cecelia Cannarozzi
* Cecelia Cannarozzi
Notary Public, State of ~~XXXXXXXX~~ FLORIDA
My Commission:

CECELIA A. CANNAROZZI
NOTARY PUBLIC OF FLORIDA
My Commission Expires May 22, 1994

*Type or Print Name Signed Above.

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IN WITNESS WHEREOF, the undersigned unit owners have caused this instrument to be executed, as of the date first above written.

Unit 5226, Building B

Date Signed: 8-28-90

Darwin D. Theilman

Date Signed: 8-28-90

Marilyn A. Theilman, his wife

Authentication

Signatures of Darwin D. Theilman and Marilyn A. Theilman, his wife, authenticated this _____ day of _____, 1990.

Title: Member State Bar of Wisc.
If Not _____
Authorized by Sec. 706.06 Wis. Stats.

Acknowledgment

State of Wisconsin)
) SS.
Racine County)

Personally came before me this 28th day of August, 1990, the above named Darwin D. Theilman and Marilyn A. Theilman, his wife, to me known to be the persons who executed the foregoing instrument and acknowledge the same.

Notary Public, Racine Cty., Wisc.
My Commission: 5-2-93

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CONSENT OF MORTGAGEE
OF UNIT 5226, BUILDING B

The undersigned mortgagee consents to the foregoing First Amendment to Declaration of Condominium of Athens Avenue Condominium.

Heritage Bank & Trust:

Date Signed: 8/21, 1990 By Gerda Knorr
Vice President
* Gerda Knorr

Countersigned:

Date Signed: 8/21, 1990 By Audrey A Scheck
Operations Officer
* Audrey A. Scheck

State of Wisconsin)
) SS.
Racine County)

On the date signed, the foregoing Consent of Mortgagee was acknowledged before me by the above named officers.

(Seal) Julie A. Busarow

* Julie A. Busarow
Notary Public, State of Wisconsin
My Commission: September 26, 1993

*Type or Print Name Signed Above.

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IN WITNESS WHEREOF, the undersigned unit owner has caused this instrument to be executed, as of the date first above written.

Unit 5228, Building B

Date Signed: 8/25/90

Patricia Ann Czarnowski
Patricia Ann Czarnowski

Authentication

Signature of Patricia Ann Czarnowski, authenticated this _____ day of _____, 1990.

_____
Title: Member State Bar of Wisc.
If Not _____
Authorized by Sec. 706.06 Wis. Stats.

Acknowledgment

State of Wisconsin)
) SS.
Racine County)

Personally came before me this 25th day of August, 1990, the above named Patricia Ann Czarnowski, to me known to be the person who executed the foregoing instrument and acknowledge the same.

Patricia K. Ransom
Notary Public, RACINE Cty., Wisc.
My Commission: 5-2-93

IN WITNESS WHEREOF, the undersigned unit owner has caused this instrument to be executed, as of the date first above written.

Unit 5300, Building B

Date Signed: 8-26-90 Georgetta Thibeau
Georgetta J. Thibeau

Authentication

Signature of Georgetta J. Thibeau, authenticated this _____ day of _____, 1990.

_____
Title: Member State Bar of Wisc.
If Not _____
Authorized by Sec. 706.06 Wis. Stats.

Acknowledgment

State of Wisconsin)
) SS.
Racine County)

Personally came before me this 26th day of August, 1990, the above named Georgetta J. Thibeau, to me known to be the person who executed the foregoing instrument and acknowledge the same.

Palma E. Hughes
Notary Public, Racine Cty., Wisc.
My Commission: 12-12-93

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IN WITNESS WHEREOF, the undersigned unit owners have caused this instrument to be executed, as of the date first above written.

Unit 5302, Building B

Date Signed: 9 Sept 90

Jane Simonsen
Jane Simonsen

Date Signed: 9-9-90

Jiang Bing Liu
Jiang Bing Liu

Authentication

Signatures of Jane Simonsen and Jiang Bing Liu, her husband, authenticated this _____ day of _____, 1990.

_____
Title: Member State Bar of Wisc.
If Not _____
Authorized by Sec. 706.06 Wis. Stats.

Acknowledgment

State of Wisconsin)
) SS.
Racine County)

Personally came before me this 9th day of September, 1990, the above named Jane Simonsen and Jiang Bing Liu, her husband, to me known to be the persons who executed the foregoing instrument and acknowledge the same.

Patricia K. Ransom
Notary Public, Racine Cty., Wisc.
My Commission: 5-2-93

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019-112462

CONSENT OF MORTGAGEE
OF UNIT 5302, BUILDING B

The undersigned mortgagee consents to the foregoing First Amendment to Declaration of Condominium of Athens Avenue Condominium.

North Shore Savings & Loan Association, n/k/a North Shore Bank:

Date Signed: August 24, 1990

By _____
Vice President
* Richard J. Socher

Countersigned:

Date Signed: August 24, 1990

By _____
Officer
* Patricia E. Hanney, Assistant Secretary

State of Wisconsin)
) SS.
Racine County)

On the date signed, the foregoing Consent of Mortgagee was acknowledged before me by the above named officers.

(Seal)

NOTARY PUBLIC
GERALDINE SCHATTSCHNEIDER
STATE OF WISCONSIN

_____
* Geraldine Schattschneider
Notary Public, State of Wisconsin
My Commission: August 7, 1994

*Type or Print Name Signed Above.

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IN WITNESS WHEREOF, the undersigned unit owners have caused this instrument to be executed, as of the date first above written.

Unit 5304, Building B

Date Signed: 9-2-1990

Harry A. Walbruck

Harry A. Walbruck

Date Signed: _____

Rita M. Walbruck

Rita M. Walbruck, his wife

Authentication

Signatures of Harry A. Walbruck and Rita M. Walbruck, his wife, authenticated this _____ day of _____, 1990.

_____

Title: Member State Bar of Wisc.
If Not _____
Authorized by Sec. 706.06 Wis. Stats.

Acknowledgment

State of Wisconsin)
) SS.
Racine County)

Personally came before me this 2 day of September 1990, the above named Harry A. Walbruck and Rita M. Walbruck, his wife, to me known to be the persons who executed the foregoing instrument and acknowledge the same.

_____

Notary Public, Racine Cty., Wisc.
My Commission: 28 August 1990

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IN WITNESS WHEREOF, the undersigned unit owners have caused this instrument to be executed, as of the date first above written.

Unit 5306, Building B

Date Signed: 8-28-90

Ronald J. Matera
Ronald Joseph Matera

Date Signed: 8-28-90

Teril Beverly Matera
Teril Beverly Matera,
his wife

Authentication

Signatures of Ronald Joseph Matera and Teril Beverly Matera, his wife, authenticated this _____ day of _____, 1990.

_____
Title: Member State Bar of Wisc.
If Not _____
Authorized by Sec. 706.06 Wis. Stats.

Acknowledgment

State of Wisconsin)
) SS.
Racine County)

Personally came before me this 28th day of AUGUST, 1990, the above named Ronald Joseph Matera and Teril Beverly Matera, his wife, to me known to be the persons who executed the foregoing instrument and acknowledge the same.

Patricia K. Larson
Notary Public, RACINE Cty., Wisc.
My Commission: 5-2-93

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CONSENT OF MORTGAGEE
OF UNIT 5306, BUILDING B

The undersigned mortgagee consents to the foregoing First Amendment to Declaration of Condominium of Athens Avenue Condominium.

State of Wisconsin Department of Veterans Affairs

Date Signed: October 9, 1990 By _____
~~President~~
* JOHN J. MAURER, Secretary

Countersigned:

Date Signed: October 9, 1990 By _____
~~XXXXXXX~~
* John Rosinski, Chief Legal Counsel

State of Wisconsin)
Dane) SS.
~~XXXXXX~~ County)

On the date signed, the foregoing Consent of Mortgagee was acknowledged before me by the above named officers.

(Seal)

_____
* Mary Ann Baer
Notary Public, State of Wisconsin
My Commission: Expires 4-10-94

*Type or Print Name Signed Above.

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IN WITNESS WHEREOF, the undersigned unit owners have caused this instrument to be executed, as of the date first above written.

Unit 5308, Building B

Date Signed: 8-30-90

Guenter E. Christoph

Date Signed: 8-30-90

Dolores J. Christoph,
his wife

Authentication

Signatures of Guenter E. Christoph and Dolores J. Christoph, his wife, authenticated this _____ day of _____, 1990.

Title: Member State Bar of Wisc.
If Not _____
Authorized by Sec. 706.06 Wis. Stats.

Acknowledgment

State of Wisconsin)
) SS.
Racine County)

Personally came before me this 30 day of August 1990, the above named Guenter E. Christoph and Dolores J. Christoph, his wife, to me known to be the persons who executed the foregoing instrument and acknowledge the same.

Notary Public, Racine Cty., Wisc.
My Commission 28 August 1994

IN WITNESS WHEREOF, the undersigned unit owner has caused this instrument to be executed, as of the date first above written.

Unit 5310, Building B

Date Signed: 8-22-90

Vicki E. Thomas
Vicki E. Thomas

Authentication

Signature of Vicki E. Thomas, authenticated this _____ day of _____, 1990.

_____
Title: Member State Bar of Wisc.
If Not _____
Authorized by Sec. 706.06 Wis. Stats.

Acknowledgment

State of Wisconsin)
) SS.
Racine County)

Personally came before me this 28th day of August, 1990, the above named Vicki E. Thomas, to me known to be the person who executed the foregoing instrument and acknowledge the same.

Patricia K. Ranson
Notary Public, Racine Cty., Wisc.
My Commission: 5-2-93

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CONSENT OF MORTGAGEE
OF UNIT 5310, BUILDING B

The undersigned mortgagee consents to the foregoing First Amendment to Declaration of Condominium of Athens Avenue Condominium.

Wisconsin Housing & Economic Development Authority:

Date Signed: November 23, 1990

By Richard J. Longabaugh
*Richard J. Longabaugh, Executive Director

Countersigned:

Date Signed: November 23, 1990

By Ann F. Wenzel
Officer
*Ann F. Wenzel, Esq., General Counsel
Assistant Secretary

State of Wisconsin)
Dane) SS.
~~Racine~~ County)

On the date signed, the foregoing Consent of Mortgagee was acknowledged before me by the above named officers.

(Seal)

Susan M. Haugland
*Susan M. Haugland
Notary Public, State of Wisconsin
My Commission: October 20, 1991

*Type or Print Name Signed Above.

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IN WITNESS WHEREOF, the undersigned unit owners have caused this instrument to be executed, as of the date first above written.

Unit 5312, Building C

Date Signed: 8-28-90

Joseph J. Daams

Date Signed: 8-28-90

Prudence M. Daams, his wife

Authentication

Signatures of Joseph J. Daams and Prudence M. Daams, his wife, authenticated this _____ day of _____, 1990.

Title: Member State Bar of Wisc.
If Not _____
Authorized by Sec. 706.06 Wis. Stats.

Acknowledgment

State of Wisconsin)
) SS.
Racine County)

Personally came before me this 28th day of AUGUST, 1990, the above named Joseph J. Daams and Prudence M. Daams, his wife, to me known to be the persons who executed the foregoing instrument and acknowledge the same.

Patricia K. Ransom
Notary Public, RACINE Cty., Wisc.
My Commission: 5-2-93

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IN WITNESS WHEREOF, the undersigned unit owner has caused this instrument to be executed, as of the date first above written.

Unit 5314, Building C

Date Signed: Aug 28, 1990

Terrance F. Radewan

Authentication

Signature of Terrance F. Radewan, authenticated this _____ day of _____, 1990.

Title: Member State Bar of Wisc.
If Not _____
Authorized by Sec. 706.06 Wis. Stats.

Acknowledgment

State of Wisconsin)
) SS.
Racine County)

Personally came before me this 28th day of August, 1990, the above named Terrance F. Radewan to me known to be the persons who executed the foregoing instrument and acknowledge the same.

Patricia K. Ransom
Notary Public, RACINE Cty., Wisc.
My Commission: 5-2-93

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CONSENT OF MORTGAGEE
OF UNIT 5314, BUILDING C

The undersigned mortgagee consents to the foregoing First Amendment to Declaration of Condominium of Athens Avenue Condominium.

Fleet Mortgage Corporation:

Date Signed: Oct. 10, 1990

By _____
Assistant Vice- President
* Joan Weerts

Countersigned:

Date Signed: Oct. 10, 1990

By _____
Assistant Secretary Officer
* Wolfgang Salewski

State of Wisconsin)
) SS.
Milwaukee County)

On the date signed, the foregoing Consent of Mortgagee was acknowledged before me by the above named officers.

(Seal)

_____
* Christine M. Derby
Notary Public, State of Wisconsin
My Commission: September 11, 1994

*Type or Print Name Signed Above.

IN WITNESS WHEREOF, the undersigned unit owners have caused this instrument to be executed, as of the date first above written.

Unit 5316, Building C

Date Signed: 8-28-90

Robert C. Sweet

Date Signed: 8-28-90

Beverly J. Sweet

Beverly J. Sweet, his wife

Authentication

Signatures of Robert C. Sweet and Beverly J. Sweet, his wife, authenticated this _____ day of _____, 1990.

Title: Member State Bar of Wisc.
If Not _____
Authorized by Sec. 706.06 Wis. Stats.

Acknowledgment

State of Wisconsin)
) SS.
Racine County)

Personally came before me this 28th day of August, 1990, the above named Robert C. Sweet and Beverly J. Sweet, his wife, to me known to be the persons who executed the foregoing instrument and acknowledge the same.

Patricia K. Ransom

Notary Public, Racine Cty., Wisc.
My Commission: 5-2-93

CONSENT OF MORTGAGEE
OF UNIT 5316, BUILDING C

The undersigned mortgagee consents to the foregoing First Amendment to Declaration of Condominium of Athens Avenue Condominium.

Heritage Bank & Trust:

Date Signed: 8/21, 1990 By Gerda Knorr
Vice- President
* Gerda Knorr

Countersigned:

Date Signed: 8/21, 1990 By Audrey A Scheck
Operations Officer
*Audrey A. Scheck

State of Wisconsin)
) SS.
Racine County)

On the date signed, the foregoing Consent of Mortgagee was acknowledged before me by the above named officers.

(Seal) Julie A Busarow

*Julie A. Busarow
Notary Public, State of Wisconsin
My Commission: September 26, 1993

*Type or Print Name Signed Above.

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IN WITNESS WHEREOF, the undersigned unit owner has caused this instrument to be executed, as of the date first above written.

Unit 5318, Building C

Date Signed: 8-26-90

Cecilia M Schmidt
Cecilia Marie Schmidt

Authentication

Signature of Cecilia Marie Schmidt, authenticated this _____ day of _____, 1990.

_____
Title: Member State Bar of Wisc.
If Not _____
Authorized by Sec. 706.06 Wis. Stats.

Acknowledgment

State of Wisconsin)
) SS.
Racine County)

Personally came before me this 26th day of AUGUST, 1990, the above named Cecilia Marie Schmidt, to me known to be the person who executed the foregoing instrument and acknowledge the same.

Patricia K. Ransom
Notary Public, RACINE Cty., Wisc.
My Commission: 5-2-93

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CONSENT OF MORTGAGEE
OF UNIT 5318, BUILDING C

The undersigned mortgagee consents to the foregoing First Amendment to Declaration of Condominium of Athens Avenue Condominium.

Heritage Bank & Trust:

Date Signed: 8/21, 1990

By Gerda Knorr
Vice President
* Gerda Knorr

Countersigned:

Date Signed: 8/21, 1990

By Audrey A Scheck
Operations Officer
* Audrey A. Scheck

State of Wisconsin)
) SS.
Racine County)

On the date signed, the foregoing Consent of Mortgagee was acknowledged before me by the above named officers.

(Seal)

Julie A Busarow
* Julie A. Busarow
Notary Public, State of Wisconsin
My Commission: September 26, 1993

*Type or Print Name Signed Above.

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IN WITNESS WHEREOF, the undersigned unit owners have caused this instrument to be executed, as of the date first above written.

Unit 5320, Building C

Date Signed: 8-26-90

Richard R. Hughes

Date Signed: 8-26-90

Palma E. Hughes

Palma E. Hughes, his wife

Authentication

Signatures of Richard R. Hughes and Palma E. Hughes, his wife, authenticated this _____ day of _____, 1990.

Title: Member State Bar of Wisc.
If Not _____
Authorized by Sec. 706.06 Wis. Stats.

Acknowledgment

State of Wisconsin)
) SS.
Racine County)

Personally came before me this 26th day of AUGUST, 1990, the above named Richard R. Hughes and Palma E. Hughes, his wife, to me known to be the persons who executed the foregoing instrument and acknowledge the same.

Patricia K. Ranson

Notary Public, RACINE Cty., Wisc.
My Commission: 5-2-93

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IN WITNESS WHEREOF, the undersigned unit owner has caused this instrument to be executed, as of the date first above written.

Unit 5322, Building C

Date Signed: 11-1-90

Lloyd I. Jackson

Lloyd I. Jackson

Authentication

Signature of Lloyd I. Jackson, authenticated this _____ day of _____, 1990.

Title: Member State Bar of Wisc.
If Not _____
Authorized by Sec. 706.06 Wis. Stats.

Acknowledgment

State of Georgia)
) SS.
Baldwin County)

Personally came before me this 1st day of November, 1990, the above named Lloyd I. Jackson, to me known to be the person who executed the foregoing instrument and acknowledge the same.

Cara S Turner

Notary Public, Baldwn Cty., ~~Wisc~~. GA
My Commission: 8-22-94

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016-112 3916

CONSENT OF MORTGAGEE
OF UNIT 5322, BUILDING C

The undersigned mortgagee consents to the foregoing First Amendment to Declaration of Condominium of Athens Avenue Condominium.

Southeastern Savings Association, n/k/a North Shore Bank

Date Signed: August 24, 1990

By _____
Vice President
* Richard J. Socher

Countersigned:

Date Signed: August 24, 1990

By _____
Officer
* Patricia E. Hanney, Assistant Secretary

State of Wisconsin)
) SS.
Racine County)

On the date signed, the foregoing Consent of Mortgagee was acknowledged before me by the above named officers.

(Seal)

NOTARY PUBLIC
GERALDINE SCHATTSCHNEIDER
STATE OF WISCONSIN

_____
* Geraldine Schattschneider
Notary Public, State of Wisconsin
My Commission: August 7, 1994

*Type or Print Name Signed Above.

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IN WITNESS WHEREOF, the undersigned unit owner has caused this instrument to be executed, as of the date first above written.

Unit 5324, Building C

Date Signed: 8-28-90

Jill R. Jensen

Authentication

Signature of Jill R. Jensen, authenticated this _____ day of _____, 1990.

Title: Member State Bar of Wisc.
If Not _____
Authorized by Sec. 706.06 Wis. Stats.

Acknowledgment

State of Wisconsin)
) SS.
Racine County)

Personally came before me this 28th day of August, 1990, the above named Jill R. Jensen, to me known to be the person who executed the foregoing instrument and acknowledge the same.

Patricia K. Ransom
Notary Public, Racine Cty., Wisc.
My Commission: 5-2-93

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CONSENT OF MORTGAGEE
OF UNIT 5324, BUILDING C

The undersigned mortgagee consents to the foregoing First Amendment to Declaration of Condominium of Athens Avenue Condominium.

Bank One, Racine, N.A.

Date Signed: 8/31, 1990

By _____
President

* Jerry L. Schwallier

Countersigned:

Date Signed: 8/31, 1990

By _____
Officer

* Samuel M. Seavitte

State of Wisconsin)
) SS.
Racine County)

On the date signed, the foregoing Consent of Mortgagee was acknowledged before me by the above named officers.

(Seal)

_____

* Bruce L. Thompson
Notary Public, State of Wisconsin
My Commission: February 6, 1994

*Type or Print Name Signed Above.

IN WITNESS WHEREOF, the undersigned unit owners have caused this instrument to be executed, as of the date first above written.

Unit 5326, Building C

Date Signed: 8-26-90

Arthur A. Aiello
Arthur A. Aiello

Date Signed: 8-26-90

Marie S. Aiello
Marie S. Aiello, his wife

Authentication

Signatures of Arthur A. Aiello and Marie S. Aiello, his wife, authenticated this 14th day of August, 1990.

Title: Member State Bar of Wisc.
If Not
Authorized by Sec. 706.06 Wis. Stats.

Acknowledgment

State of Wisconsin)
) SS.
Racine County)

Personally came before me this 26th day of August, 1990, the above named Arthur A. Aiello and Marie S. Aiello, his wife, to me known to be the persons who executed the foregoing instrument and acknowledge the same.

Dalenna E Hughes
Notary Public, Racine Cty., Wisc.
My Commission: 12-12-93

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IN WITNESS WHEREOF, the undersigned unit owners have caused this instrument to be executed, as of the date first above written.

Unit 5328, Building C

Date Signed: Aug 28 - 90

Thurman H. Tingwald
Thurman H. Tingwald

Date Signed: Aug 28 90

Fern I. Tingwald
Fern I. Tingwald, his wife

Authentication

Signatures of Thurman H. Tingwald and Fern I. Tingwald, his wife, authenticated this _____ day of _____, 1990.

_____
Title: Member State Bar of Wisc.
If Not _____
Authorized by Sec. 706.06 Wis. Stats.

Acknowledgment

State of Wisconsin)
) SS.
Racine County)

Personally came before me this 28th day of AUGUST, 1990, the above named Thurman H. Tingwald and Fern I. Tingwald, his wife, to me known to be the persons who executed the foregoing instrument and acknowledge the same.

Patricia K. Ransom
Notary Public, RACINE Cty., Wisc.
My Commission: 5-2-93

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CONSENT OF MORTGAGEE
OF UNIT 5328, BUILDING C

The undersigned mortgagee consents to the foregoing First Amendment to Declaration of Condominium of Athens Avenue Condominium.

State of Wisconsin Department of Veterans Affairs:

Date Signed: October 9, 1990 By _____
~~President~~
* JOHN J. MAURER, Secretary

Countersigned:

Date Signed: October 9, 1990 By _____
~~Officer~~
* John Rosinski, Chief Legal Counsel

State of Wisconsin)
) SS.
Dane County)

On the date signed, the foregoing Consent of Mortgagee was acknowledged before me by the above named officers.

(Seal) _____
* Mary Ann Baer
Notary Public, State of Wisconsin
My Commission: Expires 4-10-94

*Type or Print Name Signed Above.

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CONSENT OF MORTGAGEE
OF UNIT 5328, BUILDING C

The undersigned mortgagee consents to the foregoing First Amendment to Declaration of Condominium of Athens Avenue Condominium.

Heritage Bank & Trust:

Date Signed: 8/21, 1990 By _____
Vice President
* Gerda Knorr

Countersigned:

Date Signed: 8/21, 1990 By _____
Operations Officer
* Audrey A. Scheck

State of Wisconsin)
) SS.
Racine County)

On the date signed, the foregoing Consent of Mortgagee was acknowledged before me by the above named officers.

(Seal) _____

* Julie A. Busarow
Notary Public, State of Wisconsin
My Commission: September 26, 1993

*Type or Print Name Signed Above.

IN WITNESS WHEREOF, the undersigned unit owners have caused this instrument to be executed, as of the date first above written.

Unit 3330, Building C

Date Signed: 8/25/90

Richard C. Christensen

Date Signed: 8/25/90

Fay E. Christensen, his wife

Date Signed: 8/25/90

Bonnie F. Rowland

Authentication

Signatures of Richard C. Christensen and Fay E. Christensen, his wife, and Bonnie F. Rowland authenticated this _____ day of _____, 1990.

Title: Member State Bar of Wisc.
If Not _____
Authorized by Sec. 706.06 Wis. Stats.

Acknowledgment

State of Wisconsin)
) SS.
Racine County)

Personally came before me this 25th day of AUGUST, 1990, the above named Richard C. Christensen and Fay E. Christensen, his wife, and Bonnie F. Rowland, to me known to be the persons who executed the foregoing instrument and acknowledge the same.

Notary Public, RACINE Cty., Wisc.
My Commission: 5-2-93

Form 595-C-1-5-85
W.E.P.CO. ONLY
INDIVIDUAL AND CORPORATE
U.G. EASEMENT

FOR AND IN CONSIDERATION of the sum of One Dollar ($1.00) to it paid, the receipt whereof is hereby acknowledged, ATHENS AVENUE CONDOMINIUM ASSOCIATION, INC.

_____, owner ____ and grantor ____, do es hereby convey unto

WISCONSIN ELECTRIC POWER COMPANY

grantee, its successors and assigns, the right, permission and authority to construct, install, operate, repair, maintain and replace conduit and cables underground, together with ~~[illegible]~~ other appurtenant equipment; also the right to construct, install, operate, maintain and replace ~~[illegible]~~ electric pad-mounted transformer(s), ~~[illegible]~~ slab(s), secondary power pedestal(s), ~~[illegible]~~ terminals, markers and other necessary and usual appurtenant equipment above ground, all for the purpose of transmitting electric energy for light, heat, power and signals, or for such other purpose as electric current is now or may hereafter be used upon, across, within and beneath strips of land of various widths being a part of the grantor's premises described as part of Lot 2 of Certified Survey Map No. 1256, recorded in the office of the Register of Deeds for Racine County, Wisconsin, in Volume 3 of Certified Survey Maps, on Pages 658 - 661, as Document No. 1236708 and being a part of the Southeast ¼ of Section 13, Township 3 North, Range 22 East, City of Racine, Racine County, Wisconsin.
Pt. of Tax Key No. 276-0000-13132-095.

(If necessary, continue on reverse side)

The location of the easement (strip s ~~[illegible]~~ of the easement hereinbefore granted with respect to the premises of the grantor ____ is as shown on the drawing attached hereto, marked Exhibit "A" and made a part hereof.

The right, permission and authority is also granted to said grantee, its successors and assigns, to construct, install, operate, maintain and replace ~~[illegible]~~ electric underground service lateral in and under the grantor 's ____ premises for the purpose of extending electric service to said premises. Said underground service lateral to be installed at such time and in such location as grantee, its successors and assigns, may deem necessary.

The right, permission and authority is also granted said grantee, its successors and assigns, to trim and/or cut down certain trees and/or brush where said trees and /or brush interfere with the installation or maintenance of underground facilities or represent a hazard to such facilities.

The grantor ____, its heirs, successors and assigns, covenant s ____ and agree s ____ that no structures will be erected over or under said underground and/or above ground electric facilities or erected in such close proximity to said electric facilities as to create a violation of the Wisconsin State Electrical Code or any amendments thereto.

The grantor ____, its heirs, successors and assigns, further covenant s ____ and agree s ____ that the elevation of the existing ground surface within the easement areas will not be altered by more than four (4) inches without the written consent of grantee.

The grantee and its agents shall have the right to enter the premises of the undersigned for the purpose of exercising the rights herein acquired, but the grantee agrees to restore or cause to have restored, the premises of the undersigned, as nearly as is reasonably possible, to the condition existing prior to such entry by the grantee or its agents. This restoration, however, does not apply to the initial installation of said underground and/or above ground electric facilities or to any brush or trees which may be removed at any time pursuant to the rights herein granted.

It is understood and agreed that the entire agreement of the parties is contained in this instrument and that in the event the undersigned seeks to secure electric service from said underground facilities, such service will be rendered upon the installation and energizing of said underground facilities, and then only under the conditions of the grantee's rules and regulations and at the grantee's authorized rates.

This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

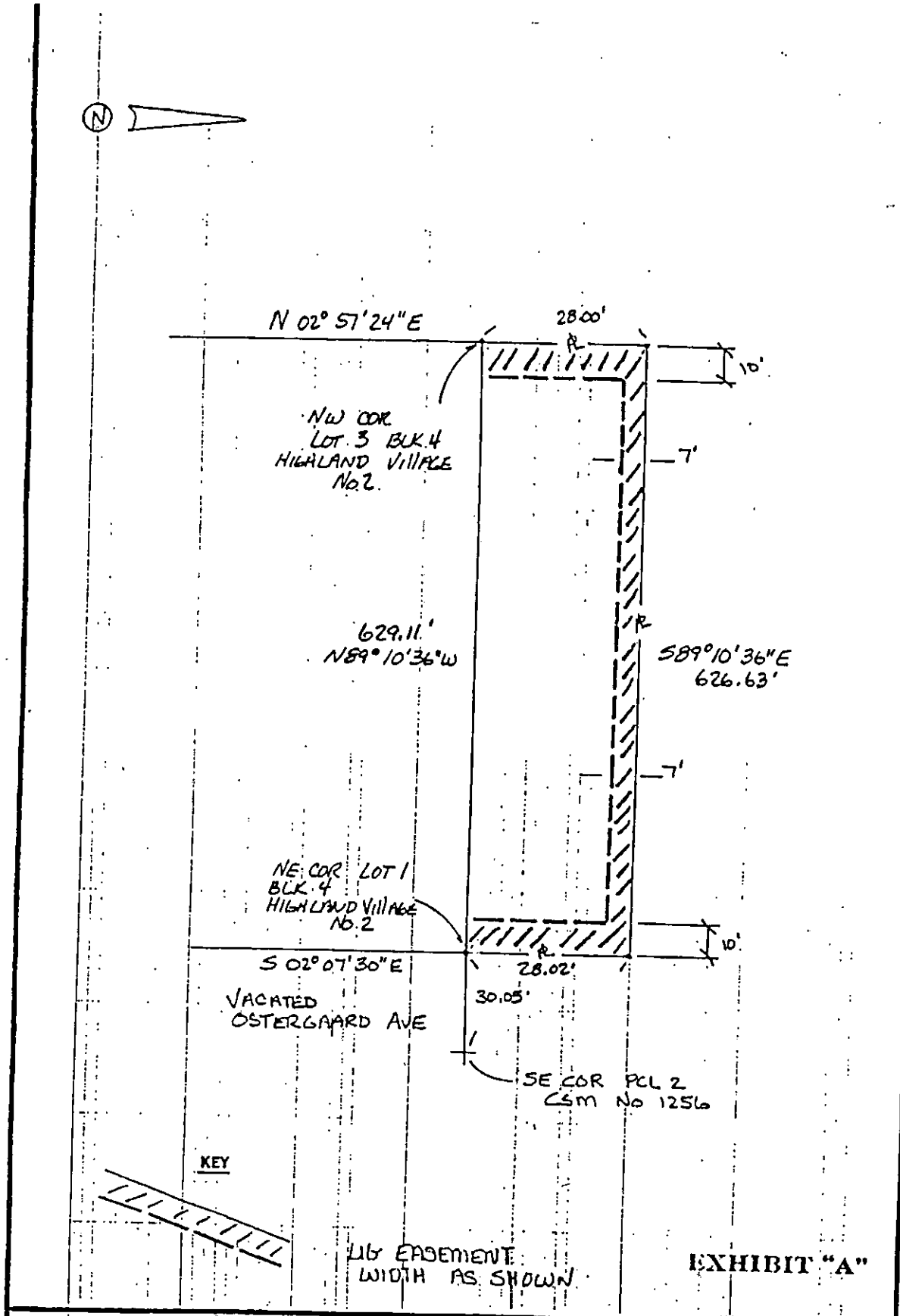


EXHIBIT "A"

REVISIONS	WISCONSIN ELECTRIC POWER COMPANY	DRAWN BY S. KERN
	PT. OF PCL 2 CSM NO. 1256	CHECKED BY
	SE 1/4 SEC 13 - T3N - R22E	APPROVED BY
	C/ RACINE, RACINE CO., WI.	SCALE: NONE
		DATE 5-9-90
		IDO 500561 2AXX39JN

Lot # 703-1463 Form 2062—12-81—1500

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TO
WISCONSIN ELECTRIC POWER COMPANY
AND

EASEMENT

I.D.O.

RETURN TO
DIRECTOR OF REAL ESTATE
WISCONSIN ELECTRIC POWER COMPANY
231 WEST MICHIGAN STREET
MILWAUKEE, WISCONSIN 53201

1100-Z1-10/82
Individual and Corporate

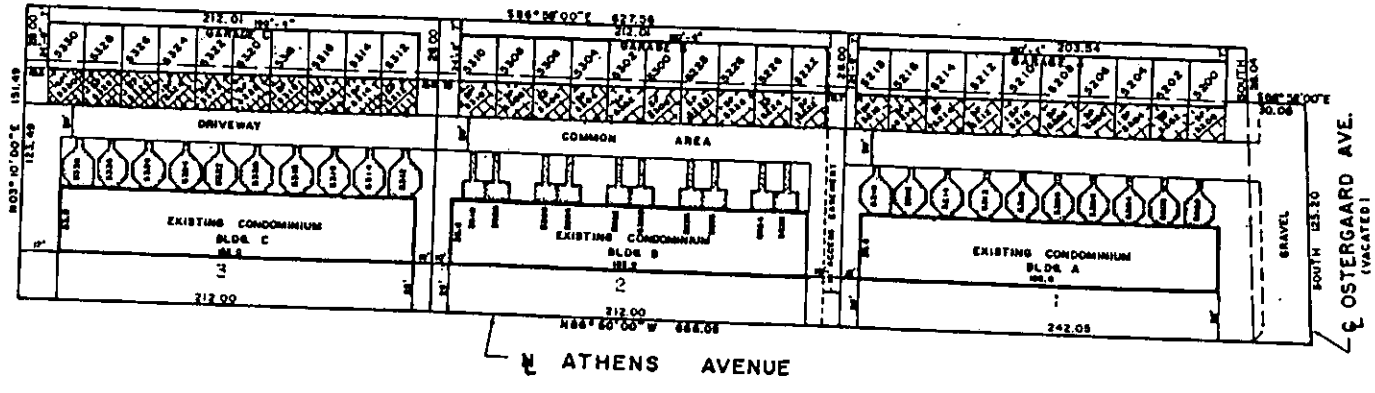
IN WITNESS WHEREOF, XXXX

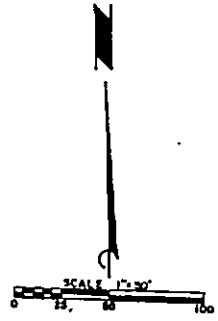
LEGAL DESCRIPTION OF PARCEL FOR BUILDING A
Lot 1, Block 4 of Highland Village No. 2, a recorded plat in the City of Racine, and the West ½ of vacated Ostergaard Avenue immediately east of and adjacent to said Lot 1, and that part of the Southeast ¼ of Section 13, Township 3 North, Range 22 East, in the City of Racine, Racine County, Wisconsin described as follows: Commence at the Northwest corner of said Lot 1; run thence N3°10' 00"E 28.00 feet; thence S86°58'00"E 203.54 feet; thence S00°00'00"E 28.04 feet; thence N86°58'00"W 205.10 feet to the point of beginning of this description.

LEGAL DESCRIPTION OF PARCEL FOR BUILDING B
Lot 2, Block 4 of Highland Village No. 2, a recorded plat in the City of Racine, and that part of the Southeast ¼ of Section 13, Township 3 North, Range 22 East, in the City of Racine, Racine County, Wisconsin described as follows: Commence at the Northwest corner of said Lot 2; run thence N3°10'00"E 28.00 feet; thence S86°58'00"E 212.01 feet; thence S3°10'00"W 28.00 feet; thence N86°58' 00"W 212.01 feet to the point of beginning of this description.

LEGAL DESCRIPTION OF PARCEL FOR BUILDING C
Lot 3, Block 4 of Highland Village No. 2, a recorded plat in the City of Racine, and that part of the Southeast ¼ of Section 13, Township 3 North, Range 22 East, in the City of Racine, Racine County, Wisconsin described as follows: Commence at the Northwest corner of said Lot 3; run thence N3°10'00"E 28.00 feet; thence S86°58'00"E 212.01 feet; thence S3°10'00"W 28.00 feet; thence N86°58' 00"W 212.01 feet to the point of beginning of this description.

LEGAL DESCRIPTION OF A 10' ACCESS EASEMENT
That part of Lot 2, Block 4 of Highland Village No. 2, a recorded plat in the City of Racine, and that part of the Southeast ¼ of Section 13, Township 3 North, Range 22 East, in the City of Racine, Racine County, Wisconsin bounded as follows: Commence at the Southeast corner of said Lot 2; run thence N86°50'00"W 10.00 feet; thence N3°10'00"E 152.45 feet; thence S86°58'00"E 10.00 feet; thence S3°10'00"W 152.48 feet to the point of beginning of this description.





INDICATES LIMITED COMMON AREA

INDICATES EXIST. PATIO LIMITED COMMON AREA

NIELSEN, MADSEN, & BARBER
CONSULTING CIVIL ENGINEERS
1339 WASHINGTON AVE.
RACINE, WI 53403

PLAT OF FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM
OF ATHENS AVENUE CONDOMINIUM
(EXHIBIT 1)

DRAWN BY SCB	SCALE 1"=50'	DRAWING NO.
BOOK NO.	JOB NO.	89.411

SHEET NO. 1 OF 1