PART F

ADDITIONAL DISCLOSURE MATERIALS

OF

FOUNTAINVIEW CONDOMINIUM

CITY OF GREENFIELD, WISCONSIN

DECLARANT

FOUNTAINVIEW DEVELOPMENT, LLC
7940 North 81st Street
Milwaukee, WI 53223

November 20, 2002

TO: Mr. Robert C. Salzer
14380 W. Capitol Drive
Brookfield, WI 53005-2323

FROM: Tuckaway of Greenfield, Inc.
3333 Canterbury Road
Greenfield, WI 53221

RE: Inclusion of Fountainview into Tuckaway of Greenfield, Inc.

Dear Sir:

Thank you for your letter dated April 24, 2002, addressed to Mr. Lee Solda.

The enclosed copy of a resolution approved by the Board of Governors and this letter list the terms referred to in your letter.

In accordance with the Amended Restated Plan of Development for Tuckaway of Greenfield, Inc., document #7781232, dated July 29, 1999, and Roadway Easement, document #5317572, dated June 7, 1979, all member associations are assessed for maintenance/reserve funds for shared facilities and administrative expenses of the Board of Governors as follows:

Fence reserve:
The fence reserve shall be apportioned amongst the ten condominium associations based upon the ratio which the assessed value of each condominium bears to the entire assessed value of the real estate included in Tuckaway of Greenfield. The assessed value shall be the value listed on the 2002 real estate tax bills. It is anticipated that the corporation's next annual budget, starting April 1, 2003, will designate the sum of $2,000 for the fence reserve fund. Based upon available information, Fountainview's estimated contribution would be $16.80 (Tuckaway of Greenfield assessed at $62,990,400; Fountainview assessed at $530,600 or 0.84%). Billing notices from Tuckaway of Greenfield, Inc. are mailed quarterly.

Administrative expenses:
The administrative expenses shall be apportioned equally amongst the ten condominium associations. It is anticipated that a $1,000 plus surplus generated by the corporation's current administrative annual budget will be sufficient to cover administrative expenses in the next annual budget starting, April 1, 2003. Should an assessment be necessary at a later date, you will be notified. Billing notices from Tuckaway of Greenfield, Inc. are mailed quarterly.

Roadways:
The cost of snow/ice removal on a contractual per occurrence basis shall be apportioned amongst the three condominium associations based upon the ratio of the number of housing units of each condominium to the total number of housing units in the three condominiums, i.e. 201 units (Amberwood 91 units or 45.27%, Cambridge Village 58 units or 28.86%, Fountainview 52 units or 25.87%). Additionally, the calculation for Fountainview's contribution would be based upon the ratio of the shared roadway to the total roadways in the existing combined contractual agreement for Amberwood and Cambridge Village. The shared roadways for the three condominiums are Butterfield Way, Willowbrook Lane and a portion of Somerset Lane (total roadways--3,506 paces; shared roadways--484 paces or 13.8% of the total roadways). Therefore, based upon the past 4 year average of $4,552 for total roadway plowing and salting, Fountainview's contribution would have been about $162.51 per year (25.87% of 13.8% of $4,552). In order to simplify the billing process, Fountainview would reimburse Amberwood and Cambridge Village at season's end.

Maintenance of the shared roadways is addressed in the Roadway Easement and is apportioned in the same manner as above. The roadway was replaced in June of 1998 and no assessments are anticipated at this time.

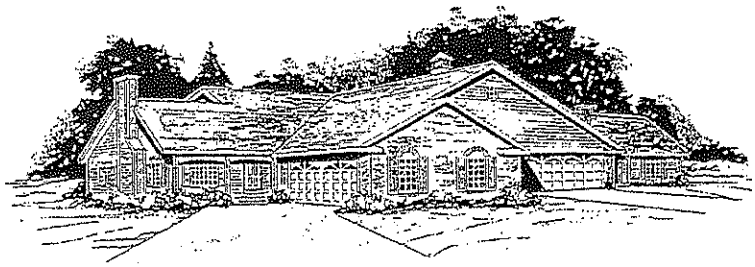
Grange Avenue lawn care:
The cost of lawn care shall be apportioned amongst the three condominium associations based upon the ratio of the number of housing units of each condominium to the total number of housing units in the three condominiums, i.e. 201 units. (Amberwood 91 units or 45.27%, Cambridge Village 58 units or 28.86%, Fountainview 52 units or 25.87%) To date, a contract has not been finalized, but it is anticipated that the contractual cost of lawn care on the Grange Avenue right of way for 2003 will be approximately $1,460. Based upon that figure, Fountainview's contribution would be about $378. In order to simplify the billing process, the cost of Grange Avenue lawn care will continue as an addendum to Amberwood's lawn contract. Cambridge Village and Fountainview would reimburse Amberwood for their respective share at seasons end.

Enclosed is a copy of the Amended Restated Plan of Development for Tuckaway of Greenfield, Inc., the Board of Governors By-Laws and the Roadway Easement. Upon acceptance of the provisions of these documents, which should be included in the owner disclosure documents, and agreeing to the specific terms described in the enclosed Board of Governors resolution and this letter, paragraph 2 of the Plan shall be amended to include the Fountainview real estate, i.e.; parcel 3 of certified survey map No. 7048.

Your reply within 30 days shall be appreciated.

Irene Michaelis

Irene Michaelis
President



Cambridge Village

5439 Somerset Lane So. • Greenfield, WI 53221

May 14, 2003

TO: Mr. Robert C. Salzer
14380 W. Capitol Drive
Brookfield, WI 53005-2323

FROM: Lee Solda
Cambridge Village Condominium Assoc.
5429 S. Somerset Lane
Greenfield, WI 53221

RE: Letter Regarding Inclusion of Fountainview into Tuckaway of Greenfield, Inc.

Dear Sir:

Be advised that an error has been discovered in the calculation of Fountainview's financial responsibilities regarding the maintenance of roadways shared by Fountainview, Amberwood and Cambridge Village. In the letter dated November 20, 2002 from Tuckaway of Greenfield, Inc., the following paragraph appeared:

> **Roadways:**
> The cost of snow/ice removal on a contractual per occurrence basis shall be apportioned amongst the three condominium associations based upon the ratio of the number of housing units of each condominium to the total number of housing units in the three condominiums, i.e. 201 units (Amberwood 91 units or 45.27%, Cambridge Village 58 units or 28.86%, Fountainview 52 units or 25.87%). Additionally, the calculation for Fountainview's contribution would be based upon the ratio of the shared roadway to the total roadways in the existing combined contractual agreement for Amberwood and Cambridge Village. The shared roadways for the three condominiums are Butterfield Way, Willowbrook Lane and a portion of Somerset Lane (total roadways--3,506 paces; shared roadways--484 paces or 13.8% of the total roadways). Therefore, based upon the past 4 year average of $4,552 for total roadway plowing and salting, Fountainview's contribution would have been about $162.51 per year (25.87% of 13.8% of $4,552). In order to simplify the billing process, Fountainview would reimburse Amberwood and Cambridge Village at season's end.

The portion highlighted in red should have read: (total roadways--2,885 paces; shared roadways--480 paces or 16.6% of the total roadways).

The enclosed roadways map and accompanying calculations are being provided for your edification.

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A detailed statement for services provided this past winter by our snowplowing contractor, using the corrected calculations, was sent to Dennis Gritzmacher on April 23, 2003. Subsequent full payment from Fountainview to Amberwood and Cambridge Village has been received.

I may be reached at 414-281-8585.

Respectfully,

Lee Solda

Lee Solda

Cambridge 58
Amberwood 91
Fountainview 52
201 total units

$\frac{52}{201} = 25.87\%$

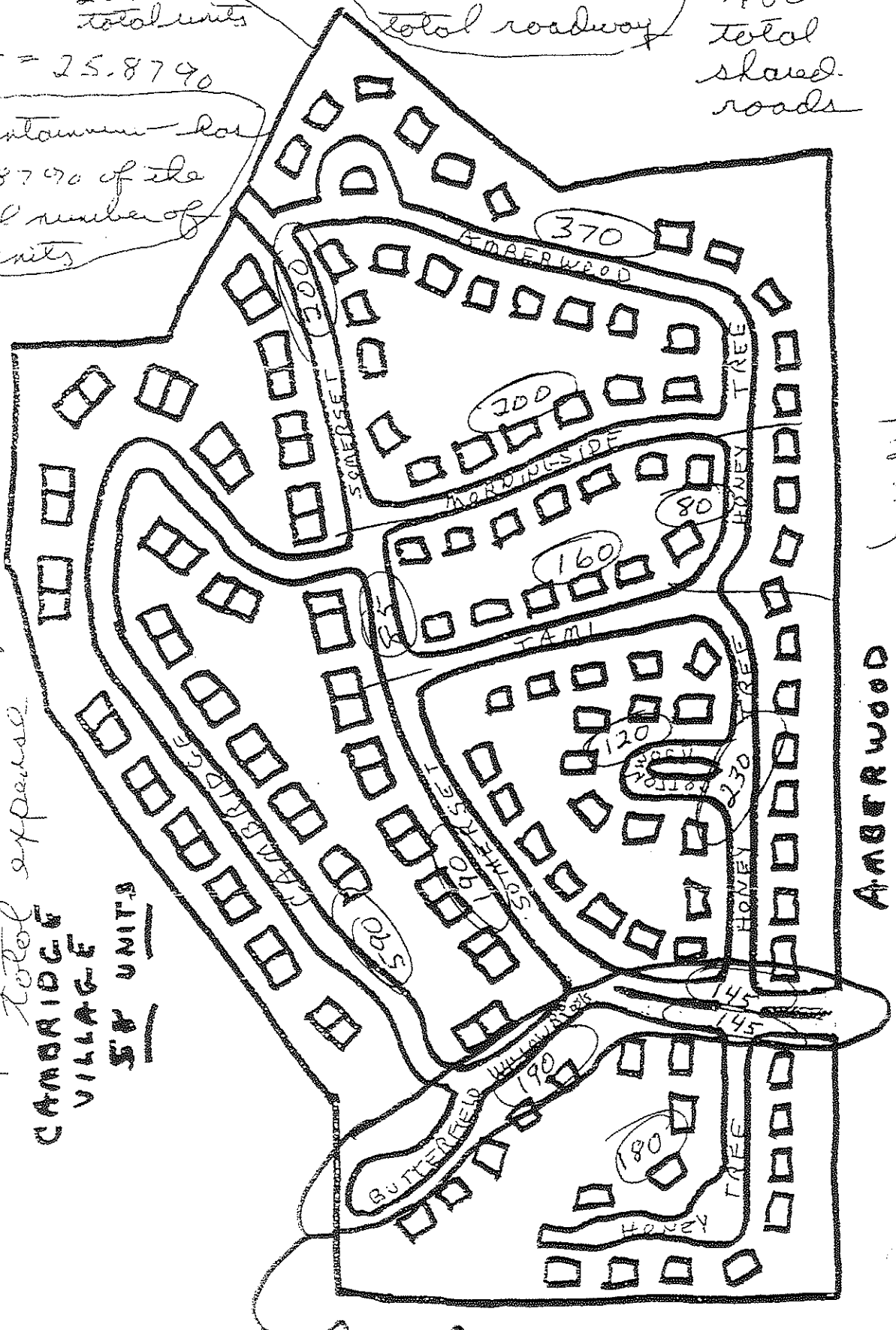
Fountainview has 25.87% of the total number of units

$\frac{480}{2885} = 16.6\%$

shared roads are 16.6% of total roadway

145
145
190
480 total shared roads

370
200
80
160
120
230
145
145
180
190
590
190
85
200
2885 total roads



therefore, Fountainview share of roadway expense is 25.87% of 16.6% of total expense

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TUCKAWAY OF GREENFIELD, INC.

Resolution:

Whereas the developers of the Fountainview Condominium have indicated a desire to have the land involved, i.e.; parcel 3 of certified survey map No. 7048, to become a part of Tuckaway of Greenfield Inc., subject to mutually agreeable terms, be it resolved that Fountainview Development Group LLC be notified of the terms applicable.

- agree to repair the chain-link fence located on the west boundary of the land before passing control to the Association's Board of Directors
- agree to contribute to the perimeter fence reserve fund starting April 1, 2003
- agree to contribute to administrative expenses starting April 1, 2003
- agree to contribute to cost of snow/ice removal on shared roadways starting November 1, 2002
- agree to contribute to cost of lawn care on the Grange Avenue right of way starting April 1, 2003

Resolution approved by the Board of Governors on September 25, 2002 and entered into the minutes of meeting.

REEL 4615 IMAG 466

7781232

REGISTER'S OFFICE) SS
Milwaukee County, WI)

RECORDED AT 9:53 AM

07-29-1999

REEL 4615 IMAGE 466 TO 484 INCL.

WALTER R. BARCZAK
REGISTER OF DEEDS

AMOUNT 46.00

AMENDED

RESTATED PLAN OF DEVELOPMENT

FOR

TUCKAWAY OF GREENFIELD

AMENDED
RESTATED PLAN OF DEVELOPMENT
FOR
TUCKAWAY OF GREENFIELD

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RESTATED PLAN OF DEVELOPMENT FOR TUCKAWAY OF GREENFIELD, INC.

A Plan of Development for Tuckaway of Greenfield was made and declared on April 9, 1968 by Tuckaway Club Enterprises, Inc. and recorded on April 13, 1968 in the Office of the Register of Deeds for Milwaukee County, Wisconsin as Doc. No. 4384860.

A Restated Plan of Development was made and declared on November 20th, 1978 by Tuckaway of Greenfield, Inc. and recorded November 30th, 1978 in the office of the Register of Deeds for Milwaukee County, Wisconsin as Doc. No. 5272989, and amended by Tuckaway of Greenfield, Inc. on October 1, 1987 and recorded November 11, 1987 in the office of the Register of Deeds for Milwaukee County, Wisconsin as Doc. 6122939.

The Board of Governors of Tuckaway of Greenfield, Inc., acting pursuant to the Plan, hereby on this 4th day of June 1999, amends and restates the Plan, intending that the following provisions shall supersede and replace the existing provisions.

1. General Statement. The purpose of the Plan is to preserve and enhance the value of the Real Estate (as defined in the Plan) and promote the welfare of persons occupying the Real Estate by providing a central agency which shall have the power and authority to own, manage, maintain and administer common areas and facilities and shall have general authority over the Real Estate as provided in the Plan. The central agency is Tuckaway of Greenfield, Inc., a nonstock corporation formed under the provisions of Chapter 181 of the Wisconsin Statutes; its board of directors shall be called a Board of Governors. More specifically, the powers and authority of the Board of Governors shall include, but not be limited to, owning and operating designated roadways and any other property and facilities common to the Real Estate, exercising the powers of any condominium or home-owner association whose failure to carry out the responsibilities provided in its documentation, after sufficient notice from the Board of Governors, may jeopardize other portions of Real Estate; and, adopting and administering reasonable rules and regulations for the health, safety and welfare of the Real Estate and its occupants. The Plan also establishes the power and provides the procedures for the Board of Governors to levy and collect assessments and other charges necessary for operation of the Real Estate. Except as provided in this Plan, it is intended that each condominium or home-owner association and each Owner of a portion of a real estate not owned in conjunction with condominium or home-owner association jurisdiction shall operate the property within its jurisdiction or ownership independently of the Board of Governors but not in conflict with the provisions of the Plan.

2. Description of Real Estate. The Real Estate which is subject to the Plan is the development known as Tuckaway of Greenfield, Inc., comprised of the nine condominium associations as shown on Exhibit "A" and described below.

(a) Amberwood Condominium Assoc. Parcel 1 and Parcel 2 of Certified Survey map No. 3550, being a part of the Southwest $\frac{1}{4}$ and the Southeast $\frac{1}{4}$ of Section 25, Township 6 North, Range 21 East, in the City of Greenfield, Milwaukee County, Wisconsin.

(b) Cambridge Village Condominium Assoc. Parcel 1 of Certified Survey Map No. 5046, being a part of the Southwest $\frac{1}{4}$ and the Southeast $\frac{1}{4}$ of Section 25, Township 6 North, Range 21 East, in the City of Greenfield, Milwaukee County, Wisconsin.

(c) Camelot Village Assoc., Inc. Lot 1 of Certified Survey Map No. 757, being a part of the Southeast $\frac{1}{4}$ of Section 25, Township 6 North, Range 21 East, in the City of Greenfield, Milwaukee County, Wisconsin.

(d) The Cloisters of Tuckaway. Bounded on the north by West Edgerton Ave., on the east by Camelot Village, on the south by Canterbury Road West, and on the west by Tuckaway Blvd. South. Further described by plat of survey No. 128051-E performed January 28th, 1971 by National Survey Services, Inc..

(e) Gazebo Condominiums. Parcel 1 of Certified Survey Map No. 5037, being a part of the Northwest $\frac{1}{4}$ and the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ and the Northeast $\frac{1}{4}$ and the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 25, Township 6 North, Range 21 East, in the City of Greenfield, Milwaukee County, Wisconsin.

(f) Hidden Oaks Condominiums of Greenfield. Parcel 2 of Certified Survey Map No. 5037, being a part of the Northwest $\frac{1}{4}$ and the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ and the Northeast $\frac{1}{4}$ and the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 25, Township 6 North, Range 21 East, in the city of Greenfield, Milwaukee County, Wisconsin.

(g) LaCasa Real Condominium Assoc. Parcel 1 of Certified Survey Map No. 5007, being a part of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 25, Township 6 North, Range 21 East, in the City of Greenfield, Milwaukee County, Wisconsin, and Part of Parcel 1 of Certified Survey Map No. 2273, being a part of the Southeast $\frac{1}{4}$ of Section 25, Township 6 North, Range 21 East, in the City of Greenfield, Milwaukee County, Wisconsin.

(h) Windermere Estates Condominiums, Inc. Part of Parcel 1 of Certified Survey Map No. 2273, being a part of the Southeast $\frac{1}{4}$ of Section 25, Township 6 North, Range 21 East, in the City of Greenfield, Milwaukee County, Wisconsin.

(i) Woodbridge of Tuckaway. Parcel 1 and Parcel 2 of Certified Survey Map No. 1512, being a part of the Northwest $\frac{1}{4}$ and the Southwest $\frac{1}{4}$ of Section 25, Township 6 North, Range 21 East, in the City of Greenfield, Milwaukee County, Wisconsin.

3. Excluded Lands. On October 1, 1987 an amendment to the Restated Plan of Development excluded from the Plan the parcels of land as shown on Exhibit "A" and described below:

Parcel 1 of Certified Survey Map No. 5208
Parcel 2 of Certified Survey Map No. 5208
Parcel 3 of Certified Survey Map No. 5037

The parcels were purchased by Capital Associates, and the Oaks of Greenfield Condominium was subsequently constructed on Parcel No. 3. The owner of the above described Excluded Lands shall have the right for the benefit of any part of the Excluded Lands to connect to all utility services now or hereafter serving the Real Estate. The owner of the Excluded Lands shall have no easement or right-of-way with respect to any Tuckaway of Greenfield, Inc. current development roads.

4. Definitions. The following terms, whenever used in this Plan, and in the Articles of Incorporation and By-Laws of Tuckaway of Greenfield, Inc. shall be defined as follows:

(a) "Owner". Record owner, whether one or more persons or entities, of the fee simple title to any portion of the Real Estate including a condominium owner. A purchaser in possession of any property subject to a land contract, instead of the vendor, shall be considered the owner.

(b) "Condominium Project". Any development located upon the Real Estate and declared to be a condominium pursuant to the Unit Ownership Act of the Wisconsin Statutes.

(c) "Plan of Development" or "Plan". The provisions set forth in the entire document, as the same may be amended from time to time.

(d) "Common Areas and Facilities". Real property and any personal property acquired by Tuckaway of Greenfield, Inc. which are intended to be devoted to the common use and enjoyment of all owners of the entire Real Estate.

(e) "Real Estate". The entire real property which is subject to this Plan.

(f) "Corporation". Tuckaway of Greenfield, Inc., a nonstock corporation formed pursuant to Chapter 181 of the Wisconsin Statutes.

5. Board of Governors.

(a) The Directors of the Corporation shall be known as the Board of Governors (sometimes the "Board") and the members of the Board shall be referred to as Governors.

(b) Each of the nine condominium projects shall be entitled to elect or appoint one Governor.

(c) Governors shall serve on the Board for a term of three years from the date of election or appointment or until the election or appointment of a successor whichever shall first occur, provided, however, that no term shall expire until a successor has been elected or appointed.

(d) The rights, powers, duties and obligations of the Board shall be as set forth in the Plan and the Articles of Incorporation and By-Laws of the Corporation as amended from time to time.

6. Vote of Governors. Each Governor shall be entitled to one vote upon each matter submitted to a vote.

7. Utilities.

(a) Easements have been granted and are hereby confirmed in favor of and for the Benefit of the Board, the City of Greenfield, the Milwaukee Waterworks, the Milwaukee Metropolitan Sewerage District, the Wisconsin Electric Power Company, the Wisconsin Natural Gas Company, the Wisconsin Telephone Company and all other appropriate municipal corporations, public utility companies and quasi-municipal corporations and quasi-public utility companies for the right to install, maintain, repair

and replace all sewer mains and laterals, all water mains, laterals and hydrants, all electric power lines and cables and other necessary utility equipment and facilities upon, in and above the Real Estate and further to use all means necessary to implement the purposes of this easement. However, no one shall be permitted to erect any poles or transmission mains or lines above ground without the express written consent of the Board.

(b) If and to the extent that a municipality or utility company is not obligated and responsible for maintaining, repairing and replacing any utility serving the Real Estate generally such as mains, etc., as compared to the service to any individual condominium or other project then this obligation and responsibility shall be under the management and control of the Board as an expense payable from the general assessment as provided in this Plan.

(c) The Board may promulgate and enforce rules and regulations affecting common utilities upon, in and above the Real Estate.

8. Development Roads.

(a) Attached to this Plan as Exhibit "B" is a sketch of the Real Estate showing those roads upon the Real Estate which are designated "Development Roads". The existing Development Roads serve only Camelot, Woodbridge, Cloisters, LaCasa Real, Windermere and the one building (6 units) of Hidden Oaks facing Tuckaway Boulevard. If in the future the owner of any roadway not presently designated a Development Road wishes such designation and wishes to convey the roadway to the Corporation, the Board shall not be required to accept any such designation or conveyance unless the Board, in its sole discretion, determines that the roadway will serve the benefit of at least three condominium projects or home-owner associations provided, however, that the Board shall accept any such road now or hereafter constructed if designated by the City of Greenfield or applicable governing municipality. Upon any additional roadway being designated a Development Road the Board shall determine which additional condominium projects or home-owner association, if any, are served by Development Roads.

(b) All Owners served by a Development Road shall have an easement for the benefit of themselves, their families, tenants, employees, invitees and permitees to use all Development Roads presently constructed or hereafter to be constructed.

(c) The Corporation shall maintain, repair or replace all Development Roads wherever located on the Real Estate and whether or not owned by the Corporation, as an expense payable from the roadway assessments as provided in paragraph 13(e) of this Plan.

(d) The Board may promulgate and enforce rules and regulations affecting Development Roads.

9. Fence and Other Common Areas and Facilities.

(a) No Owner or project association may remove or change the location of the existing chain-link fence surrounding the Real Estate except that the Board shall have the right, at its option, to remove, replace or change the location of the fence.

(b) The Corporation shall maintain, repair and replace the existing chain-link fence described above at the expense of all Owners determined and enforceable in the same manner as perimeter and area assessments as provided in paragraph 13(b) of this Plan.

(c) The Corporation shall maintain, repair and replace all other common areas and facilities owned by the Corporation as an expense from the general assessments as provided in this Plan.

(d) The Board may promulgate and enforce rules and regulations affecting the common areas and facilities owned by the Corporation.

10. Insurance.

(a) The Board shall obtain, maintain and pay the premiums upon such insurance as may be required to indemnify the City of Greenfield for any losses caused by the eruption, breaking, leaking or destruction of the water mains and related appurtenances located upon the Real Estate, all pursuant to any agreement executed or to be executed between the City of Greenfield and the Corporation.

(b) The Board shall provide and the Corporation shall pay for public liability insurance policies in such amounts and in such form as the Board may determine to be necessary in connection with the risks of the Corporation under the provisions of this Plan.

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(c) The Board shall provide and the Corporation shall pay for workmen's compensation insurance coverage in such amounts and in such form as the Board may determine to be necessary.

(d) The Board shall provide and the Corporation shall pay for fidelity bonds on such Governors, officers or employees and in such amounts as the Board shall determine to be necessary.

(e) The Board shall provide and the Corporation shall pay for insurance coverage for loss by such hazards as the Board deems necessary to common areas and facilities owned by the Corporation or within its responsibility for management and control. In the event of any destruction to the common areas or facilities, they shall be reconstructed and repaired by the Board acting for the Corporation as soon as practicable. Insurance proceeds which may be paid or payable to the Corporation as a result of such destruction shall be deemed trust funds to be used for the express purpose of such reconstruction. If there are no insurance proceeds or if the insurance proceeds are not sufficient to pay the total cost of reconstruction and repair the deficiency shall be paid by all owners as a special assessment as provided in this Plan.

11. Operation of Condominiums and Other Projects.

(a) Each condominium or home-owner association and each Owner of a portion of the Real Estate not owned in conjunction with condominium or home-owner association jurisdiction shall carry out its obligations to maintain the exterior of all improvements within its jurisdiction or ownership in good order and repair and to maintain all lawns, parking lots and other land areas within its jurisdiction or ownership in good appearance and free from debris all in a manner as is consistent with good property management. In the event an association or such Owner shall fail to perform the obligations specified in this paragraph after notice from the Board in a manner and within such time as the Board deems reasonable under the circumstances, the Board may, upon an approval by 2/3 vote of members attending a properly constituted meeting, have the right to enter upon the property to repair and maintain the exterior of any building and any land area. All costs of such maintenance or repair shall become a parcel assessment upon such property as provided in this Plan.

(b) In the exercise of its independent jurisdiction or ownership, each association or Owner shall not take any action which is in conflict with the provisions of this Plan.

12. Compliance; Enforcement; Fines and Penalties.

(a) All Owners and residents shall comply with the rules and regulations which may be enacted by the Board pursuant to the provisions of this Plan, with the Articles of Incorporation and By-Laws of the Corporation, with all federal, state and local laws relating to the Real Estate and with all notices for compliance from the municipality or other governmental authority. If any Owner fails to so comply, the Owner may be sued for damages caused by the failure or for injuctive relief, or both by the Corporation or by any other unit owner.

(b) The Board may prescribe fines and penalties for failure of the residents or Owners to comply with the duties and obligations hereunder and they may also prescribe fines and penalties for the violation of any acts prohibited in this Plan or the By-Laws of the Corporation. Such fines or penalties, if unpaid, shall become a lien upon the Owner's interest in the Real Estate and shall remain a lien until paid in full; such fines and penalties shall also become a personal obligation of the resident or Owner. Enforcement may be by an action at law or by an action to foreclose the lien and violations may be enjoined.

13. Assessments.

(a) Each Owner by acceptance of a deed at any time after April 13, 1968, whether or not so expressed in such deed, shall be deemed to covenant and agree to pay to the Corporation assessments which may be charged by the Board in the following categories: General assessments and special assessments (formerly paragraph 34 of the By-Laws), parcel assessments (formerly paragraph 35 of the By-Laws), perimeter and area assessments (formerly paragraph 11 of the Plan) and roadway assessments (formerly part of paragraph 34 of the By-Laws).

(b) General assessments.

(i) The Board shall establish a "general account" to be used by the Board for the payment of expenses which are incurred and authorized by the Board for the purposes of utilities, other areas and facilities of the Real Estate and insurance all as described in paragraphs 7, 9(c) and 10 of this Plan.

(ii) Prior to the beginning of each fiscal year of the Corporation the Board shall prepare a budget of the expenditures which it proposes to make for the general account for the ensuing year and send a copy to all Owners. Not less than 15 nor more than 30 days thereafter, the Board shall vote upon adoption of the budget, with each Governor representing a condominum project or other membership organization being deemed to represent by proxy the members of such project or organization which elected or appointed him.

(iii) The amount of the approved annual budget shall be levied and assessed equally upon all Owners of living units as declared as of the first day of the fiscal year for such budget; however if any portion of the Real Estate is developed with other than living units, there shall first be an apportionment of the assessment based upon the ratio of the assessed value of each nonliving unit development to the assessed value of the Real Estate; the nonliving unit development or developments shall pay the proportions so determined by this method and the living units shall pay the remaining amount of the budget on the basis of an equal amount for each living unit.

(iv) If because of casualty loss or other emergency it becomes necessary for the Board to commit for an expenditure exceeding contingency amounts in the current general budget, available reserves and other available general funding, the Board may impose an additional assessment upon Owners if approved by not less than 4/5 of the votes of all existing Governors. The amount of such assessment shall be allocated to Owners in the same manner as annual general assessments.

(c) Parcel assessments.

If and to the extent the Board of Governors proposes to expend or has expended funds for the benefit of an individual condominium project or a separate parcel of the Real Estate in accordance with its powers described in paragraph 11 of this Plan, all owners of the condominium project or parcel shall be obligated to reimburse the Board of Governors promptly when billed and the amount so billed shall be an assessment until paid. In the case of a condominium project or home owner association project, each owner shall be billed and assessed that proportion of the total billing and assessment of the project which the interest in common areas and facilities appurtenant to his unit bears to the total of all such interests for the project.

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(d) Perimeter and area assessments.

(i) All assessments on the perimeter and area benefit assessments assessed by the City of Greenfield, County of Milwaukee or any other appropriate governmental body against any of the Real Estate shall be paid by the Board and charged by the Board to all Owners as provided in this paragraph. The perimeter and area benefit assessments shall include, but not be limited to, those special assessments charged by an appropriate governmental body against the Real Estate or parts thereof for installation and maintenance of water and sewer systems, construction of streets, roadways and sidewalks.

(ii) Perimeter and area benefit assessments shall be apportioned amongst the Owners based upon the ratio which the assessed value of each living unit bears to the entire assessed value of the Real Estate.

(e) Roadway assessments.

(i) The Board shall establish a "roadway account" to be used by the Board for the payment of expenses which are incurred and authorized by the Board for the purposes of Development Roads as described in Paragraph 8 of this Plan. Examples of such expenses shall include repair, maintenance, replacement, snow plowing, lighting and insurance.

(ii) Prior to the beginning of each fiscal year of the Corporation, the Board shall prepare a budget of the expenditures which it proposes to make for the roadway account for the ensuing year and send a copy to all Owners served by the Development Roads. Not less than 15 nor more then 30 days thereafter, the Board shall vote upon adoption of the roadway budget, with each Governor representing a condominium project or other membership organization being deemed to represent by proxy the members of such project or organization which elected or appointed him.

(iii) The amount of the approved annual budget for Development Roads shall be levied and assessed equally upon all Owners of living units in condominium projects or other membership organizations served by Development Roads as declared as of the first day of the fiscal year for such budget.

(iv) If because of an emergency it becomes necessary for the Board to commit for an expenditure exceeding contingency amounts in the current roadway budget, available reserves and other available roadway finding, the Board may impose an additional assessment upon Owners served by Development Roads if approved by not less than four-fifths of the votes of all existing Governors representing condominium projects or other membership organizations served by Development Roads. The amount of such assessment shall be allocated to Owners served by Development Roads in the same manner as annual roadway assessment.

(f) Any costs incurred by the Board which are caused by the act or omission of any Owner shall entitle the Board to charge such Owner for the reasonable amount incurred or to be incurred as an assessment.

(g) All Owners shall pay the assessments which may be levied and charged against them by the Board. All assessments shall be paid to the treasurer of the Board at the time and place designated by the Board. No Owner may exempt himself from paying his assessment by waiver of the use or benefit of the facilities or improvements which constitutes the subject matter of the assessment nor by the abandonment of his legal or equitable interest in the Real Estate affected by the assessment. All assessments charged against an Owner shall immediately become the personal debt of the Owner and shall remain so until paid. Any unpaid assessments, including interest and penalty charges, if any, shall be a lien upon the defaulting Owner's real property until paid. No conveyance shall relieve the grantor, the grantee or the property of such lien and the grantor and grantee shall be jointly and severally liable for such assessments until paid in full.

(h) There shall be no requirement to file any such lien and this Plan shall constitute sufficient notice to Owners and to all successors in title. In addition, the provisions for assessment and enforcement of liens under the Unit Ownership Act of the State of Wisconsin and under Section 289.70 of the Wisconsin Statutes (entitled Maintenance Liens) shall be applicable. The Board shall be entitled to elect which procedure to pursue in collecting assessments. All liens provided by this Plan shall have the same priority as liens of an association of unit owners under the Unit Ownership Act of the State of Wisconsin.

(i) Each declaration of a condominium on the Real Estate shall delegate to the Board of Governors such assessment powers of the association of unit owners as are necessary to carry out the provisions of this Plan but without preventing the association of unit owners of any condominium project from levying any assessments for its own purposes.

(j) The Board shall, at the request of any Owner, his representative or mortgagee, furnish a written statement pursuant to the applicable provisions in the Unit Ownership Act of the State of Wisconsin setting forth the amount of unpaid assessments which if not provided within ten days after the request shall bar the Board from claiming any lien unless filed with the Register of Deeds for Milwaukee County, Wisconsin prior to the request for the statement. Upon payment of an assessment which shall have become a recorded lien, the Board shall furnish a receipt showing payment and, at the expense of the owner, a release of lien in recordable form.

(k) For convenience of administration normally the assessments upon Owners in a condominium or home-owner association project will be billed to the association for collection from individual Owners and remittance to the treasurer of the Corporation however utilization of this procedure shall not be a waiver of rights of the Corporation against any Owner who fails to pay any assessment provided in this Plan.

14. Qualification as Homeowners Association.

(a) The Corporation is intended to qualify as a Homeowners Association as that term is defined in the Internal Revenue Code.

(b) No part of the net earnings of the Corporation shall inure (other than by acquiring, constructing or providing management, maintenance, and care of "association property", as that term is defined in the Internal Revenue Code, and other than by a rebate of excess fees or assessments) to the benefit of any Owner, member or individual.

15. Amendments. This Plan may be amended by an affirmative vote of not less than 4/5 of the votes of all existing Governors. Copies of such amendments shall be certified by the President and Secretary of the Corporation and shall be in recordable form. A copy of the amendment shall be filed with the Register of Deeds for Milwaukee County, Wisconsin and a copy of the amendment shall be mailed or delivered to each Owner.

0088

16. Severability. The provisions of the Plan and the By-Laws shall be considered severable; if any of the provisions are declared to be void, invalid or illegal by any statute or decree of any court, this shall not in any way affect the other provisions of this Plan or the By-Laws.

17. Interpretation as One Document. This Plan and the Articles of Incorporation and By-Laws of the Corporation shall be interpreted as one document for all purposes to carry out the intent of these documents. All portions of the Unit Ownership Act of the State of Wisconsin which are applicable to the intent of these documents are incorporated by this reference.

18. Covenants Run With Land; Successors. This Plan shall constitute a covenant running with the land and shall be binding upon and inure to the benefit of all Owners, occupants and parties claiming an interest in the Real Estate and their heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, Tuckaway of Greenfield, Inc., having duly adopted this restated Plan of Development by appropriate corporate action, has caused this document to be executed on date first above written by its President and Secretary being authorized to so act.

CONSENT

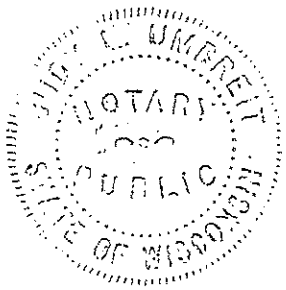
Tuckaway of Greenfield, Inc., a Wisconsin Corporation, as described in the foregoing Restated Plan of Development, hereby consents to and agrees to be bound by the maintenance responsibility and perimeter and area benefit assessment provisions of the Plan.

Dated 4th day of June, 1999.

TUCKAWAY OF GREENFIELD, INC.
BY Irene B. Michaelis
President

Attest:

BY _____
Secretary



State of Wisconsin
Milwaukee County

Judy L. Umbreit
NOtary Public, State of Wisconsin

6/6/99
My commission expires

IN WITNESS WHEREOF, this Document has been executed this 4th day of June 1999.

TUCKAWAY OF GREENFIELD, INC.

BY Irene B Michaelis

_____, President

Attest:

BY James L. Umbreit

_____, Secretary

NOTARIZATION

Personally came before me this 4th day of June, 1999, Irene B, Michaelis, President and James L. Umbreit, Secretary of the above-named corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such president and secretary of said corporation, and acknowledged that they execut ed the foregoing instrument as such officers as the deed of said corporation, by its authority.

JUDY L. UMBREIT NOTARY PUBLIC STATE OF WISCONSIN

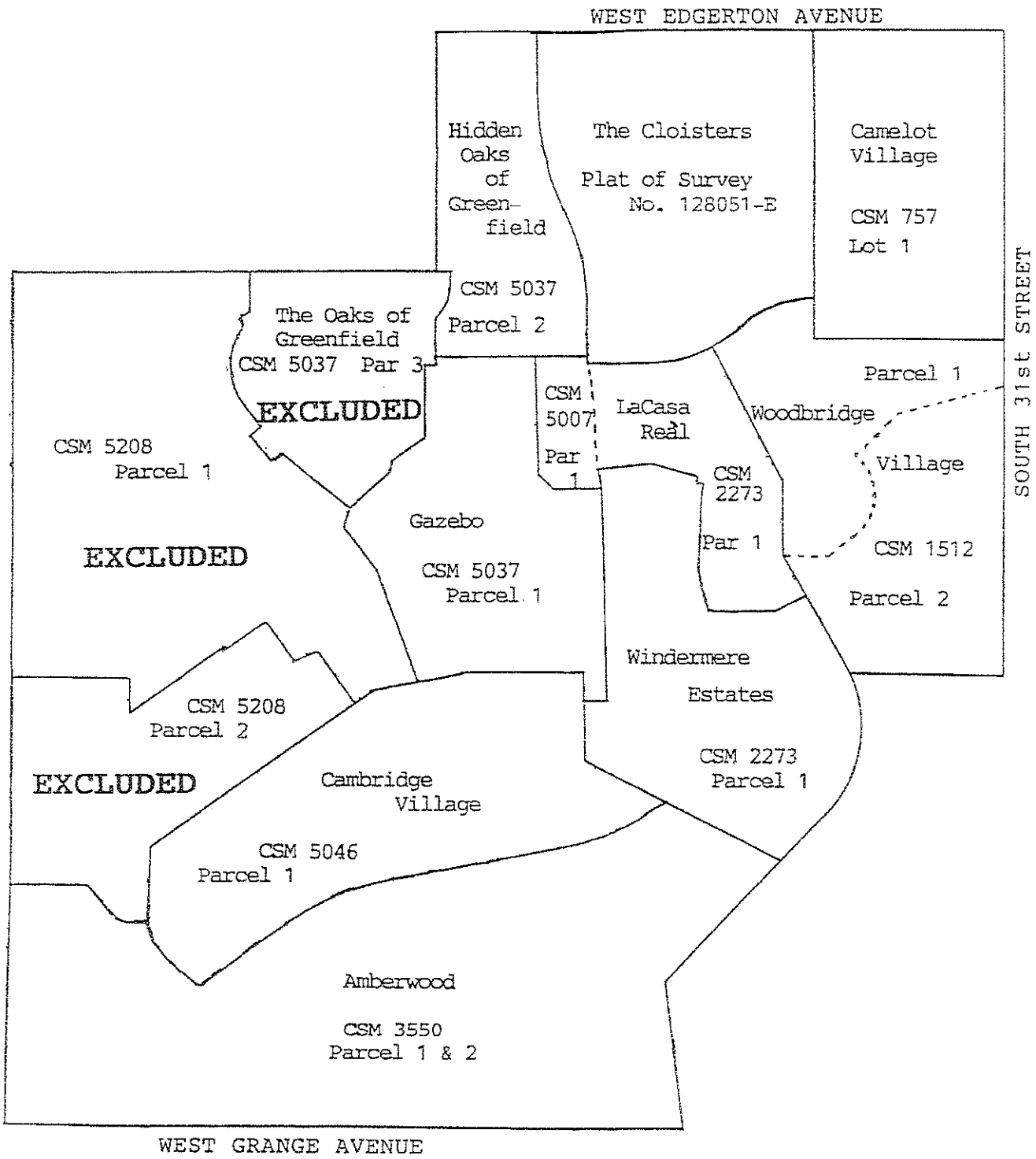
Judy L. Umbreit

Notary Public, Milwaukee County, Wisconsin

My Commission Expires 6/6/99

This instrument was drafted by Morton M. Grodsky

0091



E X H I B I T "A"

THE REAL ESTATE

AND

EXCLUDED LANDS

0092

TUCKAWAY OF GREENFIELD, INC. AMENDMENT TO THE AMENDED RESTATED PLAN OF DEVELOPMENT DATED JUNE 4, 1999

DOC. # 8691389

REGISTER'S OFFICE) SS
Milwaukee County, WI)

RECORDED AT 11:03 AM

12-01-2003

JOHN LA FAVE
REGISTER OF DEEDS

AMOUNT 13.00

REEL 5721 IMAGE 1891

On the 19th day of November, 2003, the Board of Governors of Tuckaway of Greenfield, Inc. adopted a Resolution amending The Amended Restated Plan for Tuckaway of Greenfield dated June 4, 1999 which was recorded on July 29, 1999 in the office of the Register of Deeds for Milwaukee County, Wisconsin as document 7781232. The purpose of the Resolution was to accept Fountainview Condominium as a member of Tuckaway of Greenfield, Inc.. The amendment follows:

RET TO:
Lee Solda
5429 Somerset La. So.
Greenfield, WI 53221

Item 1: Change paragraph 2 to read as follows:
The Real Estate which is subject to the Plan is the development known as Tuckaway of Greenfield, Inc., comprised of the ten condominium associations as shown on Exhibit "A" and described below.

Item 2: Add a sub-paragraph to paragraph 2 as follows:
(J) Fountainview Condominium, Parcel 3 of survey map No. 7048

Item 3: Add a sub-paragraph to paragraph 3 as follows:
(A) On December 21, 2001, Fountainview Development Group LLC purchased parcels 1 and 2 shown on Certified Survey Map No. 5208 and re-divided the land as shown on CSM No. 7048. Parcel 3 of CSM No. 7048 indicates the boundaries of Fountainview Condominium. Parcels 1 and 2 of CSM No. 7048 remain as excluded lands as shown on revised Exhibit "A".

Item 4: Change paragraph 5 (b) to read as follows:
Each of the ten condominium projects shall be entitled to elect or appoint one Governor.

IN WITNESS WHEREOF, this Document has been executed this 21st day of November 2003.

TUCKAWAY OF GREENFIELD, INC.

BY Irene B. Michaelis
President

Attest: AKA Tina STEWART

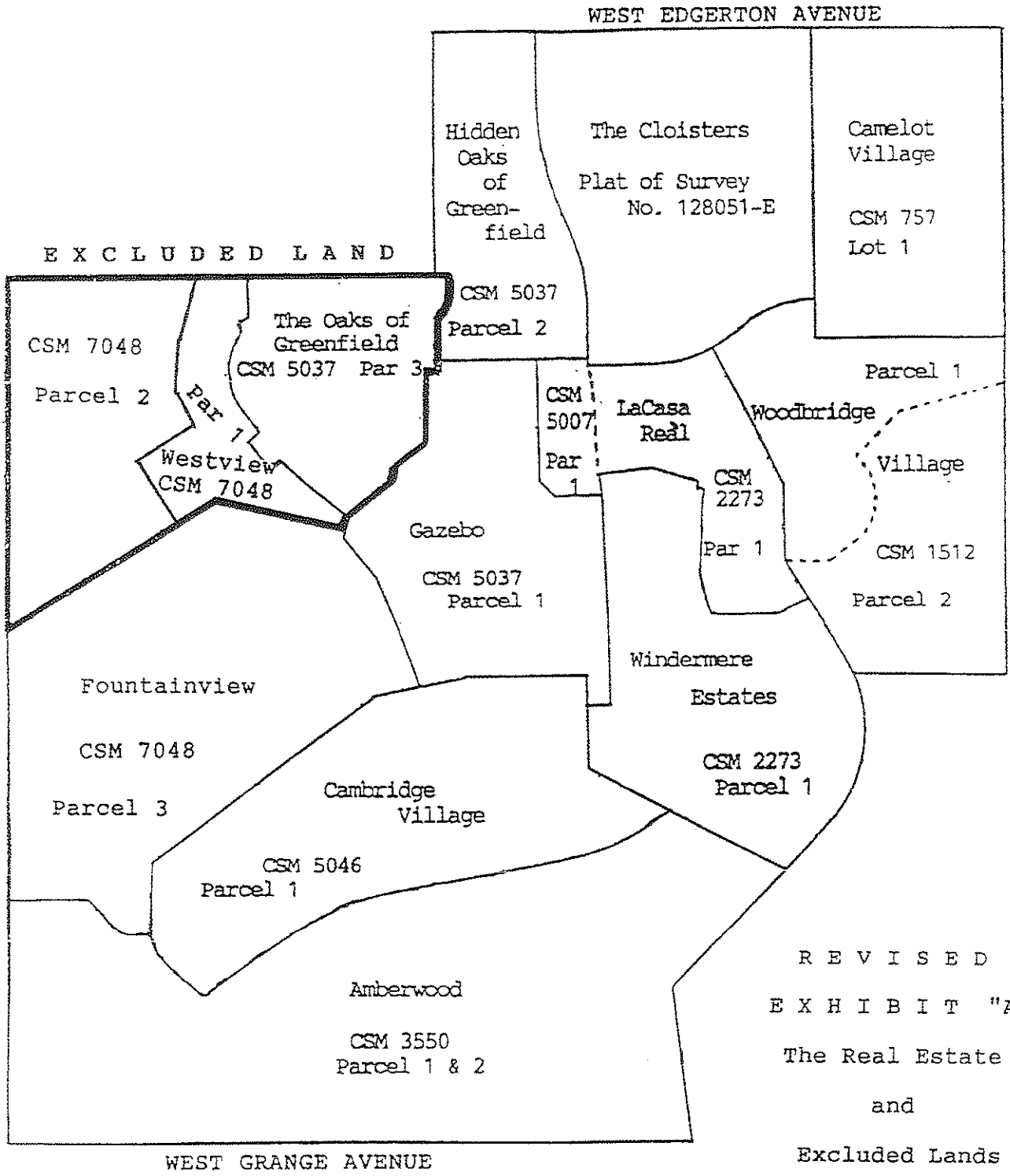
BY Clementeen Stewart
Secretary

NOTARIZATION

Personally came before me this 21st day of November, 2003, Irene B. Michaelis, President and Tina Stewart, Secretary of the above-named corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such president and secretary of said corporation, and acknowledged that they executed the forgoing instrument as such officers as the deed of said corporation, by its authority.

Notary Public, Milwaukee
County, Wisconsin
My Commission Expires 8/26/07

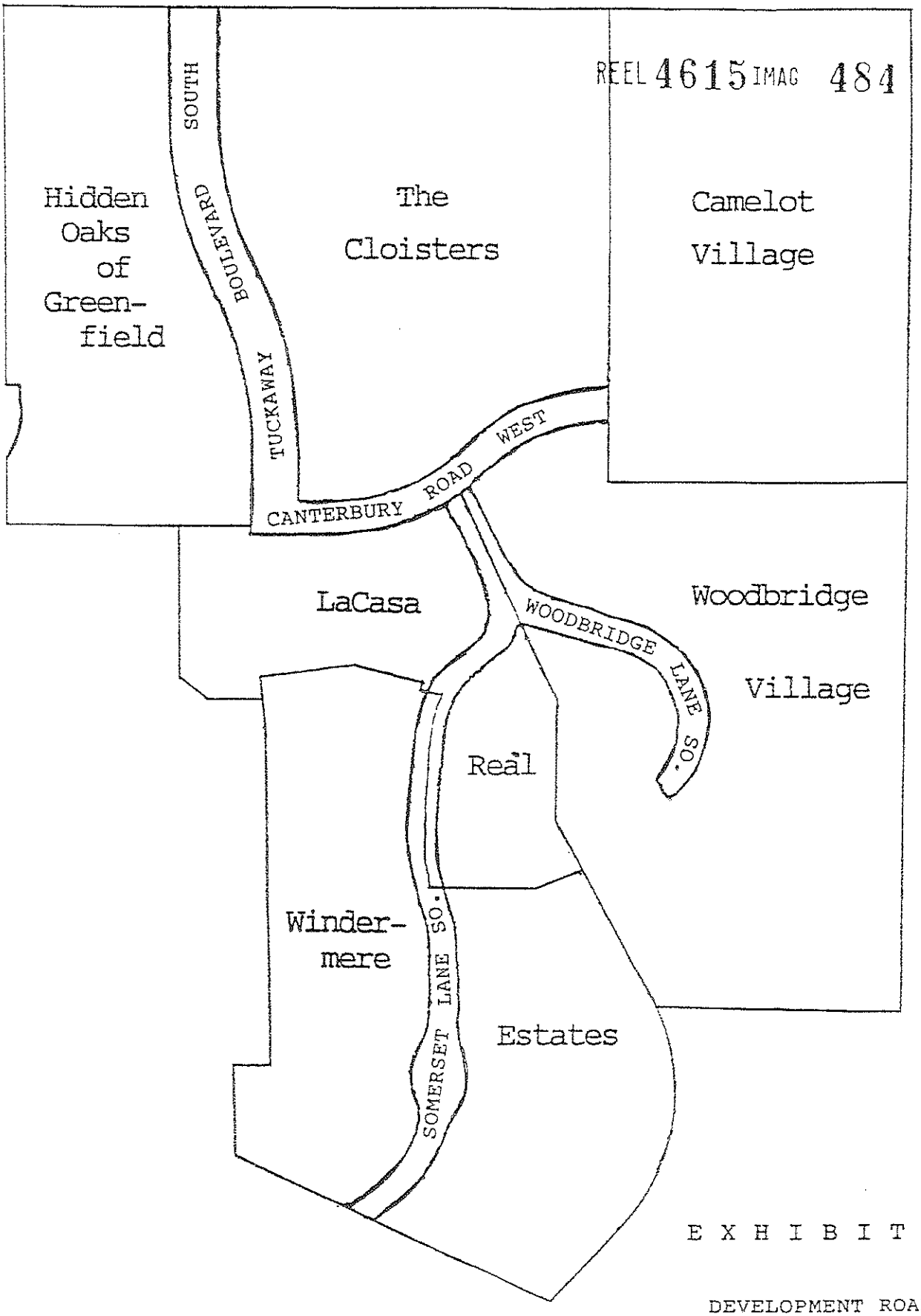
This document was drafted by Lee Solda
and Ken Hoffmeyer



REVISED
EXHIBIT "A"
The Real Estate
and
Excluded Lands

REEL 5721 IMAGE 4895

REEL 4615 IMAG 484



E X H I B I T "B"

DEVELOPMENT ROADS

0093

BY-LAWS

Tuckaway of Greenfield

0094

RESTATED BY-LAWS
FOR
TUCKAWAY OF GREENFIELD, INC.

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RESTATED BY-LAWS

TUCKAWAY OF GREENFIELD, INC.

1. General. A Plan of Development for Tuckaway of Greenfield, Inc., a non-profit corporation organized under Chapter 181 of the Wisconsin Statutes was recorded in the Office of the Registrar of Deeds for Milwaukee County, Wisconsin on April 13, 1968 as Document Number 4384860. This document was superceded and replaced by a Restated Plan of Development adopted November 20 1978. The By-Laws shall supercede and replace all prior By-Laws of the corporation. The terms and provisions of the Restated Plan and all amendments (the "Plan") are incorporated into these By-Laws by reference. These By-Laws and all amendments shall be binding upon all members of Tuckaway of Greenfield, Inc. all present and future owners of real estate located in Tuckaway of Greenfield and the heirs, devisees, personal representatives, successors, assigns, tenants, future tenants, agents, employees, invitees and permissive users of such present and future owners.

2. Board of Governors. The affairs of the corporation shall be governed by a board of directors denominated the Board of Governors. The Board shall consist of such number as provided in the Plan.

3. Members. A person shall become a member of Tuckaway of Greenfield, Inc., upon his election or appointment as a Governor to the Board of Governors as provided in the Plan. A Governor's membership in the corporation shall terminate upon the election or appointment of a successor, or upon his removal, resignation or death. The corporation shall have no other members except such Governors.

4. Annual Meetings. The annual meetings of the corporation shall be held on the first Saturday in the month of May for each year.

5. Regular Meetings. Regular meetings, other than the annual meeting, of the corporation may be held at such time and place as shall be determined by a majority of the members of the Board of Governors.

6. Notice of Meetings. At least five days prior to each annual or regular meeting of the corporation, the Secretary shall give notice thereof, either personally or by mail, to each Governor. Such notice shall state the time and place for such meeting. The mailing of the notice to the last known address of each Governor shall be considered sufficient compliance with this notice requirement. It shall be the duty of each Governor to keep the Secretary advised of his current mailing address, and the Secretary shall not be responsible for failure of the Governors to keep him so advised.

7. Special Meetings and Notice. Special meetings of the corporation may be called by the President upon giving three days notice to each Governor. Notice of such special meetings shall be given personally or by mail. Such notice shall state the time, place and purpose of the meeting. Special meetings of the corporation shall also be called by the President or Secretary in like manner and on like notice upon the written request of at least four Governors.

8. Quorum. A majority of the number of members of the Board of Governors as then provided by the Plan shall constitute a quorum for all meetings.

9. Powers of Board. The Board shall have the full power and authority necessary for the complete enforcement and administration of the provisions of the Plan, these By-Laws, rules and regulations promulgated thereunder and any amendments thereto.

10. Compensation. The Board of Governors may establish and pay reasonable compensation for services rendered to the corporation by the Governors, officers or others.

11. Manner of Acting. The act of a majority of the Governers present at a meeting at which a quorum is present shall be the act of the Board of Governors.

12. Term of Governors. The term of office for Governors shall be as set forth in the Plan.

13. Removal of Governor. A Governor may be removed from office at any time by the ownership interest responsible for the election or appointment of such Governor

as set forth in the Plan. Written notice of removal shall be mailed or delivered to the Secretary of the Board of Governors and to the Governor affected by such removal.

14. Vacancies in the Board of Governors. Any vacancy which may occur in the Board of Governors, may be filled only by election or appointment by owners as provided in the Plan.

15. Waiver of Notice. Before or at any meeting of the corporation, any Governor may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Governor at any meeting shall be a waiver of notice by him of the time and place thereof, except where a Governor attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

16. Fidelity Bonds. The Board of Governors may require any officer or employee of the corporation to furnish adequate fidelity bonds. The cost of such bonds shall be paid for by the corporation.

17. Principal Officers. The principal officers of the corporation shall be a President, Vice-Presdient, Secretary and Treasurer, all of whom shall be elected by and from the Board of Governors. The Governors may appoint such assistants and such other officers as in their judgment may be necessary.

18. Term of Office and Election of Officers. The officers of the corporation shall be elected annually by the Board of Governors at the annual meeting of the corporation. Each officer shall hold his office until his successor shall have been duly elected or until his death, resignation or removal, whichever shall first occur.

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

20. Vacancies in the Principal Offices. If, because of death, resignation, removal, disqualification or

otherwise, a vacancy shall occur in any of the principal offices of the corporation, such vacancy shall be filled by the Board for the unexpired protion of the term.

21. President. The President shall be the chief executive office of the corporation, and he shall, when present, preside at all meetings of the corporation. The President may sign, with the Secretary or any other proper officer of the corporation authorized by the Board of Governors, any deeds, mortgages, bonds, contracts, or any other instruments which the Board of Governors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Governors or by statute to some other officer or agent of the corporation. The President shall have all the general powers and duties which are usually vested in the office of the President of a corporation.

22. 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 Governors shall appoint some other member of the Board to do so 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 President or Board of Governors.

23. Secretary. The Secretary shall keep the minutes of all meetings of the corporation, shall give or cause to be given, in accordance with the provisions of these By-Laws or requirements of law, all notices of the corporation, shall have charge of all corporate books, records, papers and the seal of the corporation and shall, in general, perform all the duties incident to the office of Secretary of a corporation and such other duties as may be assigned to the Secretary by the President or Board of Governors.

24. Treasurer. The Treasurer shall have the responsibility for corporation funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements and books belonging to the corporation. He shall be responsible for the deposit of all monies and all valuable effects in the name, and to the credit, of the corporation in such depositaries as may, from

time to time, be designated by the Board of Governors. The Treasurer shall also be responsible for the billing and collection of all assessments made by the corporation and shall perform such other duties as may be assigned to the Treasurer by the President or Board of Governors.

25. Committees of Governors. A resolution adopted by an affirmative vote of the majority of the then existing Governors may designate one or more committees consisting of two or more Governors on each committee, and such committee shall act for and in behalf of the Board to the extent provided for in said resolution. Such committees, however, shall have no authority with respect to the election of officers or the appointment of any committees pursuant to this section. Alternate members of any such committees may be elected by the Board, and such alternate committee members shall take the place of any absent member or members at any meeting of such committee when requested to do so by the President or the chairman of the meeting. Each such committee shall fix its own rules governing the conduct of its activities and make such reports to the Board of its activities as the Board or the President may from time to time require.

26. Contracts of the Corporation. Any officer or officers, agent or agents of the corporation may be authorized by the Board of Governors to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation. The authorization so given may be either general or confined to specific matters.

27. Loans of the Corporation. Unless authorized by a resolution of the Board of Governors, no loans shall be contracted on behalf of the corporation and no evidences of indebtedness shall be issued in the name of the corporation. Any authorization so given may be either general or confined to specific matters.

28. Checks of the Corporation. The officer or officers, agent or agents of the corporation who have been so authorized by a resolution of the Board of Governors shall sign all checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness which have been issued in the name of the corporation.

29. Deposits of the Corporation. All funds collected by the corporation which are not otherwise employed

shall be, from time to time, deposited in such banks or depositaries as may be authorized by the Board of Governors.

30. Fiscal Year of the Corporation. The fiscal year of the corporation shall begin on the first day of April and end on the 31st day of March in each year.

31. Corporate Seal. A corporate seal shall be provided by the Board of Governors of the corporation. Such corporate seal shall have the following words inscribed thereon: "Tuckaway of Greenfield, Inc., Corporate Seal, Wisconsin".

32. Amendments. At any special meeting of the Board of Governors called for such purpose or at any annual or regular meeting, these By-Laws may be amended by an affirmative vote of at least two-thirds of all of the members of the corporation.

33. Additional Powers. In addition to the powers and duties enumerated herein, the corporation, by the Board of Governors, shall have such other powers and duties as may be conferred and required by the Plan.

34. Liability of Governors. The members of the Board of Governors shall not be liable to the owners for any mistake of judgment, failure to adhere to the provisions of the Plan or these By-Laws, negligence or otherwise, except for their own individual willful misconduct or bad faith. The owners shall indemnify and hold harmless each member of the Board of Governors against all contractual liability arising out of contracts made by the Board of Governors on behalf of the corporation unless any such contract shall have been made in bad faith. It is intended that the members of the Board of Governors shall have no personal liablity with respect to any contract made by them on behalf of the corporation. It is also intended that the liability of the owners arising out of any contract made by the Board of Governors or out of the indemnity in favor of members of the Board of Governors shall be shared in the same manner as general assessments as provided in paragraph 13(b) of the Plan. At the option of the Board of Governors, directors' liability insurance may be obtained and shall be paid for as an expense of the corporation.

ROADWAY EASEMENT

Tuckaway of Greenfield

0103

ROADWAY EASEMENT

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5.	Exhibit B - Description of Property	9
6.	Exhibit C - Map of Roadway	10

AFFIDAVIT CONFIRMING ROADWAY LOCATION

State of Wisconsin)
: SS
Milwaukee County)

Robert S. Somers, being first duly sworn, on oath deposes and states as follows:

1. Affiant is president of Tuckaway Club Enterprises, Inc. ("Tuckaway") and makes this Affidavit on its behalf for the purpose of clarifying the location of a private roadway located in Certified Survey Map No. 3550 recorded on January 22, 1979 in the Office of the Register of Deeds for Milwaukee County, Wisconsin, Reel 1178 at Image 1139 as Document No. 5285296 (the "Roadway").

2. Tuckaway as Grantee and Unishelter, Inc. as Grantor entered into an Easement Agreement dated May 11, 1979 recorded in said Office on June 7, 1979 in Reel 1209, Images 592 to 598 as Document No. 5317572 (the "Easement Agreement") in connection with sale of land from Tuckaway to Unishelter, Inc. The Easement Agreement contained provisions for construction of the Roadway by Unishelter, Inc. on a portion of such land for the use of such land and other lands then owned by Tuckaway and described on Exhibit B of the Easement Agreement which is attached hereto. The Easement Agreement also contained provisions for repairs and maintenance of the Roadway and for reimbursement of such expenses by users of the Roadway.

3. The Roadway is outlined on Exhibit C to the Easement Agreement. That exhibit further required Unishelter, Inc. to prepare and provide a legal description of the Roadway by October 31, 1979. A Condominium Declaration dated August 15, 1979 by Unishelter, Inc was recorded in said Office on August 21, 1979 in Reel 1234, Images 248 to 267 as Document No. 5340693 and contained as Exhibit A a Condominium Plat showing the exact location and approximate legal description of the Roadway. And paragraph 19.1 of such Condominium Declaration contained a description of the Easement Agreement.

4. Said Exhibit A to the Condominium Plat is attached hereto to confirm that Somerset Lane South (commencing at West Grange Avenue), Butterfield Way and Willowbrook

Lane as shown on said Exhibit A are the Roadway intended to be described in and to be the subject of the Easement Agreement.

Dated at Milwaukee, Wisconsin this 30 day of April, 1985.

Robert S. Somers

Signed and sworn to before me on April 30, 1986 by Robert S. Somers.

[Seal]

Notary Public, State of Wisconsin
My commission expires July 30 1989

This instrument was drafted by:

Allen N. Rieselbach, Esq.
c/o Reinhart, Boerner, Van Deuren,
Norris & Rieselbach, s.c.
111 East Wisconsin Avenue
Suite 1800
Milwaukee, WI 53202

00106

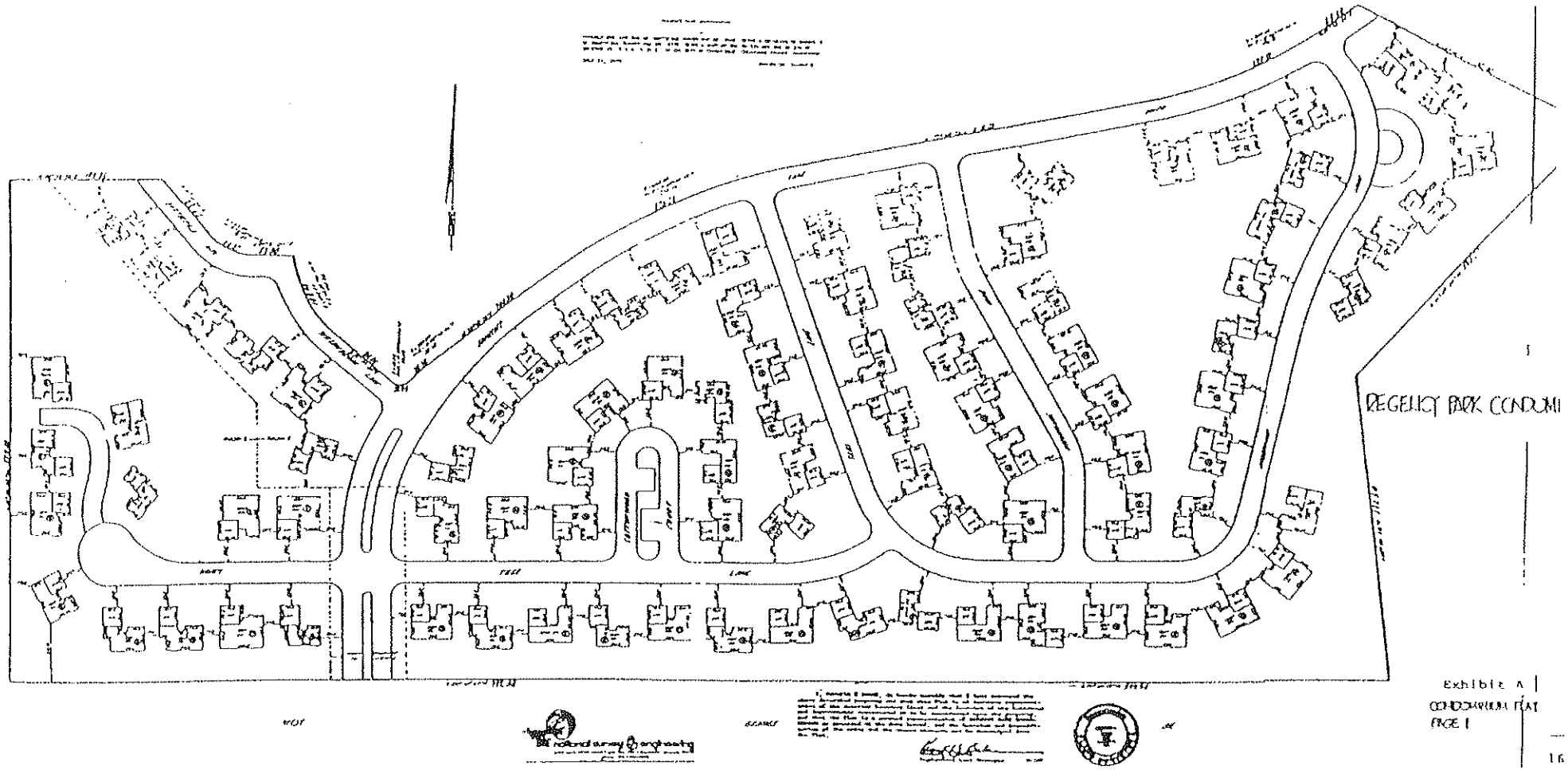

EXHIBIT A

over

REEL 1209 PAGE 592 Return to: Box 152
Reinhart, Boerner (ANR)

SW 4 SE 25-6-21

EASEMENT AGREEMENT

THIS AGREEMENT, made this 11th day of May, 1979 by and between UNISHELTER, INC. ("Grantor") and TUCKAWAY CLUB ENTERPRISES, INC. ("Grantee"), both Wisconsin corporations,

W I T N E S S E T H:

WHEREAS, Grantor is the sole owner of certain land in the City of Greenfield, County of Milwaukee, State of Wisconsin, described in Exhibit A attached hereto; and

WHEREAS, Grantee is the sole owner of certain land adjacent to the property of Grantor and described in Exhibit B attached hereto; and

WHEREAS, in connection with the purchase by Grantor of the land described in Exhibit A from Grantee (in two phases) Grantor proposes to develop a roadway as described in Exhibit C attached hereto (the "Roadway") to serve a proposed condominium development by Grantor to be known as Regency Park Condominium; and

WHEREAS, Grantee is desirous of receiving and Grantor has previously agreed to grant an access easement benefiting the land owned by Grantee and affecting and burdening the Roadway for purposes and upon the terms and conditions stated herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for good and valuable consideration, the parties hereto agree as follows:

1. Grant. Grantor hereby grants and conveys to Grantee a perpetual nonexclusive easement of use and right-of-way over, upon, across and affecting the Roadway.

2. Use and Beneficiaries. The easement granted herein is for the benefit of the lands described in Exhibit B and is granted for the sole purpose of vehicular and pedestrian access, and ingress and egress to, from and between the property described in Exhibit B and West Grange Avenue in Greenfield, Wisconsin. This easement is nonexclusive and for access purposes only and is subject to the continuous and concurrent rights of Grantor and its successors and assigns to make similar use of the Roadway. The condominium documentation for Regency Park shall prohibit parking upon the Roadway; this prohibition shall be enforced by rules and action of the condominium association. The public at large shall have no rights in the Roadway and each of the parties agrees to cooperate with the other in order to take such steps as may be deemed necessary to prevent the creation of public rights in the Roadway.

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608

800

5317572

0108

3. Construction, Repairs and Maintenance.

(a) Grantor agrees to construct a road over and upon the Roadway in accordance with requirements in a Development Agreement with the City of Greenfield at Grantor's sole cost and expense.

(b) Upon completion of the construction described in the preceding subparagraph, Grantor or the condominium association having jurisdiction over the property comprising the Roadway shall maintain the Roadway and keep it in good repair including maintenance and repair of asphalt paving, snow removal and ice removal as necessary, lighting and insurance and related and incidental expenses. Grantee may require that specific reasonably necessary repairs be undertaken; in the event, after notice from Grantee, Grantor or the condominium association disagrees as to the necessity of or refuses to consent to such repairs or fails to undertake such repairs, Grantee may make such repairs with the same effect as if made by Grantor.

4. Reimbursement of Expenses. Grantee shall participate and share in maintenance and repair expenses described in the preceding paragraph 3(b) in a percentage determined by dividing the number of living units within the property described in Exhibit B, whether condominium, apartment or single family dwelling, by the total number of living units on the properties described in Exhibit A and Exhibit B combined. This calculation shall be made as of June 30 of each year based upon issuance of occupancy permits during that calendar year. Grantor shall render annual statements of such expenses to Grantee at the end of each calendar year showing the proportion thereof payable by Grantee, which amount shall be due and payable thirty (30) days after receipt of such statement by Grantee. In addition, each party shall at its sole expense repair and restore any part of the Roadway damaged as a result of construction activities on its respective properties.

5. Breach and Remedies. Breach is defined as a failure to comply with the provisions in this Agreement or to cure any noncompliance therewith within 60 days after receipt of the written complaint of any other party, however, in the event the breach relates to payment of money, the time period shall be limited to 20 days. Any beneficiary of this Agreement may, by appropriate action, enforce the terms of this Agreement, and if such person is successful it may recover its cost and reasonable attorneys' fees in the action. In addition, the party not in default shall also have the right to maintain an action for damages sustained by reason of the breach.

6. Covenant Running With the Land. The easement hereby granted and other provisions of this Agreement shall run with the land and shall be binding upon and inure to the benefit of the parties and their respective successors and assigns and all parties hereafter having any interest in the properties

described in Exhibits A and B attached hereto. The obligations and benefits under this Agreement may be assigned and assumed proportionately by successive ownership or operating entities of the properties described in Exhibits A and B attached hereto and upon any such assumption in writing delivered to the other parties executing this Agreement the assignor shall be relieved from financial responsibility to the extent of such assumption.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date stated above.

UNISHELTER, INC.

By John A. Moster
John A. Moster President

[Corporate Seal]

Attest:

Anton A. Benkowski
Anton A. Benkowski, Secretary

TUCKAWAY CLUB ENTERPRISES, INC.

By Robert F. Somers
Robert F. Somers President

[Corporate Seal]

Attest:

Bonnie Johnson
Bonnie Johnson Secretary

This instrument was drafted by David Petersen and Allen Rieselbach.

DOC # 5317572 #
RECORD 8.00
D CASH D 8.00
A39532 C001 R01 T15:08
JUN 7 79

5317572
REGISTER'S OFFICE
Milwaukee County, Wis. } SS
RECORDED AT 9 05 PM

JUN - 7 1979
REEL 1209 IMAGE 592 to 598 Inc.
REGISTER OF DEEDS

0110

State of Wisconsin)
: ss
Milwaukee County)

Personally came before me this 11th day of May, 1979, Robert F. Somers, President and Beatrice Johnson, Secretary of Tuckaway Club Enterprises, Inc., to me known to be such persons and officers who executed the foregoing instrument and acknowledged that they executed the same as such officers on behalf of said corporation, by its authority.

NEALE MADISON

Neal E. Madisen
Notary Public, State of Wisconsin
My commission is permanent

State of Wisconsin)
: ss
Milwaukee County)

Personally came before me this 11th day of May, 1979, John A. Moseler, President and Anton A. Benkowski, Secretary of UniShelter, Inc., to me known to be such persons and officers who executed the foregoing instrument and acknowledged that they executed the same as such officers on behalf of said corporation, by its authority.

Neal E. Madison

Neal E. Madison
Notary Public, State of Wisconsin
My commission is permanent

REEL 1209 IMAGE 593
EXHIBIT A

Parcel/Land Parcel 1 of Certified Survey Map No. 3550 being a division of Parcel 1 of Certified Survey Map No. 3379, being a part of the South West 1/4 and the South East 1/4 of Section 25, in Township 6 North, Range 21 East, in the City of Greenfield, County of Milwaukee, State of Wisconsin, recorded on January 22, 1979, Reel 1178, Images 739 to 142 inclusive, as Document No. 5285296.

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That part of the SE 1/4 and the SW 1/4 of Section 25, T 6 N, R 21 E, in the City of Greenfield, Milwaukee County, Wisconsin, which is bounded and described as follows: Commencing at the center of said Section; thence North 89° 58' 15" East along the North line of th SE 1/4 of said Section 311.09 ft. to a point; thence South 00° 45' 15" West 145.47 ft. to a point of curve; thence Southerly 248.73 ft along the arc of a curve whose center lies to the East whose radius is 551.95 ft. and whose chord bears South 12° 09' 20" East 246.63 ft to a point of reverse curve; thence Southerly 279.37 ft. along the arc of a curve whose center lies to the West whose radius is 619.95 ft and whose chord bears South 12° 09' 20" East 277.01 ft. to a point; thence South 00° 45' 15" West 74.53 ft. to a point; thence North 89° 58' 15" East 76.66 ft. to a point; thence Easterly 130.08 ft. along the arc of a curve whose center lies to the North whose radius is 259.22 ft. and whose chord bears North 75° 35' 43.5" East 128.72 ft. to a point; thence South 27° 06' 11" East 50.00 ft. to a point; thence Westerly 153.70 ft. along the arc of a curve whose center is to the Northwest whose radius is 309.22 ft. and whose chord bears South 75° 43' 52.5" West 152.12 ft. to a point; thence South 89° 58' 15" West 145.35 ft. to a point; thence South 00° 45' 15" West 66.41 ft. to a point; thence South 89° 58' 15" West 359.99 ft. to a point; thence South 02° 18' 21" West 738.54 ft. to a point; thence North 89° 58' 15" East 375.34 ft. to a point; thence South 00° 54' 45" East 136.67 ft. to a point; thence South 62° 47' 05" East 512.93 ft. to a point; thence South 43° 20' 00" West 392.27 ft. to a point; thence South 06° 47' 00" East 407.90 ft. to a point in the South line of the SE 1/4 of said Section; thence North 89° 56' 15" West along the South line of the S E 1/4 of said Section 606.59 ft. to the South 1/4 corner of said Section; thence North 89° 50' 59" West along the South line of the S W 1/4 of said Section 993.20 ft. to the West line of the East 60 acres of the S W 1/4 of said Section; thence North 00° 43' 50" East along the West line of the East 60 acres of the SW 1/4 of said Section 2080.09 ft. to a point; thence North 89° 59' 31" East 994.17 ft. to a point on the South 1/4 line of said Section; thence North 00° 45' 15" East along the South 1/4 line of said Section 564.42 ft. to the point of beginning.
Reserving therefrom the South 55.00 ft and the North 45.00 ft for street purposes.
Less the land in Parcels 1 and 2 of Certified Survey Map No. 3550 (described in Exhibit A to the annexed Easement Agreement).

EXHIBIT B OF EASEMENT AGREEMENT

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EXHIBIT C

The roadways outlined on the plan of Regency Park set fouth below. Grantor shall prepare and provide to Grantee a legal description of said roadways by October 31, 1979.

