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CONDOMINIUM DECLARATION
THE VILLAS OF MEADOWBROOK
CONDOMINIUMS, INC.
MOUNT PLEASANT, WISCONSIN
Title of Document

Document Number

DOC # 2063811

Recorded

DEC. 13, 2005 AT 05:59:59PM

The Villas of Meadowbrook Condominium Inc

From:

- 151-03-23-06-105-003
- 151-03-23-07-012-001
- 151-03-22-12-002-001

To:

- Unit 1 151-03-23-06-105-010
- Unit 2 151-03-23-06-105-020
- Unit 3 151-03-23-06-105-030
- Unit 4 151-03-23-06-105-040
- Unit 5 151-03-23-06-105-050
- Unit 6 151-03-23-06-105-060
- Unit 7 151-03-23-06-105-070
- Unit 8 151-03-23-06-105-080
- Unit 9 151-03-23-06-105-090
- Unit 10 151-03-23-06-105-100
- Unit 11 151-03-23-06-105-110
- Unit 12 151-03-23-06-105-120
- Unit 13 151-03-23-06-105-130
- Unit 14 151-03-23-06-105-140
- Unit 15 151-03-23-06-105-150
- Unit 16 151-03-23-06-105-160
- Unit 17 151-03-23-07-105-170
- Unit 18 151-03-23-07-105-180
- Unit 19 151-03-23-07-105-190
- Unit 20 151-03-23-07-105-200
- Unit 21 151-03-23-07-105-210
- Unit 22 151-03-23-07-105-220
- Unit 23 151-03-23-07-105-230
- Unit 24 151-03-23-07-105-240
- Unit 25 151-03-23-07-105-250
- Unit 26 151-03-23-07-105-260
- Unit 27 151-03-22-12-105-270
- Unit 28 151-03-22-12-105-280
- Unit 29 151-03-22-12-105-290
- Unit 30 151-03-22-12-105-300
- Unit 31 151-03-22-12-105-310
- Unit 32 151-03-22-12-105-320
- Unit 33 151-03-23-07-105-330
- Unit 34 151-03-23-07-105-340
- Unit 35 151-03-23-07-105-350
- Unit 36 151-03-23-07-105-360

JAMES A LADWIG
RACINE COUNTY
REGISTER OF DEEDS

Fee Amount: \$115.00



Record this document with the Register of Deeds

Name and Return Address:

Peter W. McCombs, Esq.
MURN & MARTIN, S.C.
W229 N1792 Amber Lane
Waukesha, WI 53186-1184

- 151-03-23-06-105-003
- 151-03-23-07-012-001
- 151-03-22-12-002-001

(Parcel Identification Number)

115

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**DECLARATION
OF
THE VILLAS OF MEADOWBROOK CONDOMINIUMS, INC.**

This Declaration is made as of this 28th day of October, 2005, by MEADOWBROOK INVESTORS, LLC, by Gerald Klamrowski, Member (hereinafter referred to as the "**Declarant**").

Declarant hereby declares that it is the sole owner of the real property legally described as follows:

Lot 1 of Certified Survey Map No. 2697 and Lot 1 of Certified Survey Map No. 2698 as recorded in the Racine County Register of Deeds in the Southwest 1/4 of the Southwest 1/4 of Section 6, Township 3 North, Range 23 East, in the Village of Mount Pleasant, Racine County, Wisconsin.

The Villas of Meadowbrook Condominiums are further identified as Buildings 1-18, Village of Mount Pleasant, Wisconsin, and more particularly described by the condominium plat, attached hereto as Exhibit A, and the Unit Descriptions, attached hereto as Exhibit B, together with all rights appurtenant thereto and with any and all improvements now or subsequently placed thereon and any and all rights appurtenant to such improvements. Declarant hereby submits the Property to the Condominium form of ownership as provided in the Wisconsin Condominium Ownership Act. All provisions hereof shall be deemed to run with the land and shall constitute benefits and burdens to Declarant, its successors and assigns, and to all parties hereafter having any interest in the Property.

Declarant reserves the right to assign its ownership interest in the Property to another entity of its choosing at any time. In the event of such an assignment, Declarant shall record a special amendment to this Declaration providing the name of the assignee as the new Declarant.

SECTION 1. DEFINITIONS

1.1 Defined Terms. The following terms shall be defined as follows:

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

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

- (c) "Architectural Control Committee" means the committee which the Board of Directors shall establish for the purpose of reviewing and approving any and all exterior alterations, improvements or modifications to the Condominium.
- (d) "Assessments" refers to both General Assessments and Special Assessments and means the amount determined by the Association to be due with respect to a Unit for Common Expenses
- (e) "Association" means The Villas of Meadowbrook Condominiums, Inc.
- (f) "Board of Directors" means the governing body of the Association.
- (g) "Building(s)" means any Structure containing one or more Units which is situated on the Property.
- (h) "Building Plans" means the unit's respective specifications indicated at Exhibit A and any supplemental plans thereto which may be required for construction of the Condominium
- (i) "Bylaws" means the Bylaws of The Villas of Meadowbrook Condominiums, Inc.
- (j) "Common Expenses" means all of the expenses of the Association.
- (k) "Common Elements" refers to both the "General Common Elements" and the "Limited Common Elements," and means all of the Condominium other than the Units.
- (l) "Condominium" means The Villas of Meadowbrook Condominiums, Inc.
- (m) "Condominium Documents" consist of the Articles, Bylaws, Plat, and this Declaration.
- (n) "Declarant" means Meadowbrook Investors, LLC.
- (o) "Declaration" means this Declaration of The Villas of Meadowbrook Condominiums, Inc.
- (p) "Director" means a Member of the Board of Directors of the Association.
- (q) "FNMA" means the Federal National Mortgage Association.
- (r) "General Common Elements" means all Common Elements except for any Limited Common Elements.

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

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

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

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

(w) "Mortgagee" means the holder of any recorded mortgage encumbering one or more of the Units or a land contract vendor.

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

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

(z) "Pet" means and only includes one of the following: dogs no heavier than 60 pounds; domesticated cats; domesticated birds; domesticated fish; other animals approved by the Board of Directors in writing.

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

(bb) "Plat" means the Plat of Condominium, attached hereto as Exhibit A, of the Condominium being recorded pursuant to the Act simultaneously with the constituting a part of this Declaration, as the same may be amended from time to time.

(cc) "Property" means the real property as described on Exhibit A, and any amendment thereto.

(dd) "Rules and Regulations" means the Rules and Regulations for the condominium as may be adopted by the Declarant or Board of Directors, and subsequently amended from time to time by the Declarant or the Board of Directors.

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

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

(gg) "Unit" means a part of the Condominium intended for private use by the Unit Owner, and respectively described further at Exhibit A and Exhibit B.

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

SECTION II. ASSOCIATION OF UNIT OWNERS

2.1 Membership, Duties and Obligations. Each Unit Owner shall be a Member of the Association of Unit Owners to be known as The Villas of Meadowbrook Condominiums, Inc., which shall be responsible for carrying out the purposes of this Declaration, including the exclusive management and control of the Common Elements. The Association shall be incorporated as a nonstock, nonprofit corporation under the laws of the State of Wisconsin. Each Unit Owner and the occupants of all Units shall abide by and be subject to all of the duties and obligations of the Act, this Declaration and the Condominium Documents. The Association shall maintain current copies of this Declaration, the Bylaws, the Articles of Incorporation, and all other rules concerning the Condominium, as well as the condominium records and financial statements, which shall be made available for inspection upon request by Unit Owners, holder, insurers, and/or guarantors of first mortgages that are secured by units in the project.

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

2.3 Declarant's Right to Vote. The Declarant shall be entitled to cast the votes pertaining to any Unit owned by Declarant. For purposes of this Section II, and notwithstanding any other provision in this Declaration, the Bylaws or any other Condominium Document, the Declarant is entitled to vote all the votes of any Units it owns.

2.4 Architectural Control Committee. The purpose of the Architectural Control Committee is to maintain harmony in the appearance of the Condominium. The Architectural Control Committee shall have the right to approve or disapprove any plan for any improvement, alteration or modification to the exterior portions of the Units and any plan for any improvement, alteration or modification to the Common Elements. The Architectural Control Committee shall not

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

SECTION III. DESCRIPTION

3.1 Description of Buildings. The approximate location and dimensions of the Buildings in which the Units are located are shown on the Plat of Condominium.

3.2 Description of Units. The Condominium shall consist of eighteen (18) buildings. The Condominium shall consist of thirty-six (36) Units, as fully specified at Exhibit A and Exhibit B. Each Unit shall be identified by a building number as indicated on the Plat of Condominium. The following shall be the boundaries of the Units:

(a) ***Vertical Boundaries.*** The vertical boundaries of a Unit shall be the vertical planes of the inner surface of any stone or other masonry walls bounding such Unit. If the walls bounding any unit are not stone or other masonry, such vertical boundaries are the interior surface of the wall or studs which support the drywall, wood, or plaster perimeter walls bounding any such Unit.

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

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

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

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

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

(ii) all exterior doors (including doors to any patio or deck serving the Unit, the garage door, front and rear entrance door, the entrance foyer, common foyer, hallways and staircase immediately adjacent and appurtenant to each Unit which such common hallway or staircase is used for access and any other entrance door to the Unit) and any and all hardware, including without limitation, door locks, hinges, garage door openers and related mechanical systems, if any associated with such doors; all windows, screens and sky lights;

3.3 Limited Common Elements. The Limited Common Elements include:

(a) all footings, foundations, beams, exterior walls, roofs, floors (excluding those described in Section 32 and structural supports of Buildings);

(b) parking and driveway areas, sidewalks, pathways, access steps, landings, walkways, decks or patios appurtenant to a unit, storage areas, and landscaped areas serving a unit or a number of specific Units; and

(c) any exterior light, chimney, dormer or vent or similar appurtenance exclusively serving a Unit or Units whether located within the designated boundary lines of a Unit.

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

(a) all entrances to the Property, roadways, common sidewalks, common walkways, pathways, and private streets, access steps, landings, landscaped area, open space, pond, and the Association's rights under the Access Easement; and

(b) All exterior ducts, lines, poles, posts, pipes, wires, cables, conduits, well water lines, the Association's rights under the Common Well Agreement, drainage, electrical, telephone,

cable television, master television, fire and communication systems, gas, sewer, heating, and plumbing systems.

3.5 Declarant's Right to Change Plans. Declaring reserves the right to change the layout, location, dimensions and construction details of the Building, Units and Common Elements shown on the plat, provided that such changes shall not substantially alter the nature, value and quality of the Buildings, Units or Common Elements.

SECTION IV. ALLOCATED INTERESTS

4.1 Allocated Interest. Initially, every Unit Owner shall own an undivided 1/36th interest in the Common Elements as a tenant-in-common with all other Unit Owners and every Unit Owner shall have the right to use and occupy the Common Elements for all purposes which do not violate the Act, this Declaration and the Condominium Documents, which rights shall be appurtenant to and run with this Unit. The Allocated Interest in Common Elements shall be determined by dividing one hundred (100) by the number of Units then included in the Condominium.

SECTION V. MAINTENANCE, ALTERATION AND IMPROVEMENT OF CONDOMINIUM

5.1 Responsibility of Unit Owners.

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

(b) Notwithstanding Section 5.1(a) for purposes of uniformity, the Association shall replace, repair, paint, maintain and adorn external features such as the items identified in Section 3.2(c)(ii) and other similar items which are visible from the Common Elements, including, but not limited to, decks and patios appurtenant to a Unit, and portions of any conduits, wires, cables, water, sewer and gas mains and laterals and all other utility lines and distribution systems lying above or under any Common Element; provided, however, the individual Unit Owner who owns the Unit which the items identified in Section 3.2(c)(ii) and other similar external items are a part of and/or service and the Unit Owner's Unit to which such portions of any conduits, wires, cables,

water, sewer, and gas mains and laterals and all other utility lines and distribution systems appertain shall pay the cost incurred by the Association in replacing, repairing, painting, maintaining and adorning such items.

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

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

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

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

(b) such actions as may be necessary to maintain the pond in accordance with the Rules and Regulations and in compliance with all applicable laws, codes and ordinances; provided that in the event the Association fails to so maintain the pond, then the Association shall allow, permit and financially reimburse the Town of Mount Pleasant for its maintenance of the pond;

(c) all painting, repair, restoration, general maintenance and decorating of Building exteriors, walls, doors, windows, roofs, water system, and Common Element doors;

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

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

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

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

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

(i) maintenance and repair of the floor joist and/or the unimproved cement floor of the lower-most floor of each unit; provided, however, the Unit Owner shall be responsible for the maintenance and repair of any floor covering material which covers the floor joist or the cement floor.

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

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

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

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

Owner shall be responsible for paying the cost incurred by the Association in repairing and restoring the Common Element.

SECTION VI. COMMON EXPENSES, ASSESSMENTS AND TAXES

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

The Assessment obligation appurtenant to a Unit shall commence upon the first conveyance of such Unit by Declaring to a Unit Owner. The percentage of the Common Expenses payable by the individual Units shall be the Allocated Interest of the Unit. No Unit Owner may exempt himself or his Unit from liability for his contribution toward the Common Expenses by waiver of the use or enjoyment of any of the General or Limited Common Elements or by the abandonment of his Unit. No conveyance shall relieve the Unit Owner or his Unit of such liability, and he shall be jointly, severally and personally liable along with his grantee in any conveyance for the Common Expenses incurred up to the date of sale until all such expenses charged to his Unit have been paid. A Unit, for purposes of this Section, shall exist and be made part of the Condominium only upon the recording of this Declaration, if the Unit is included in the Plat of Condominium identified as Exhibit A. Notwithstanding the foregoing, Declarant shall not be obligated to pay assessments for Units that it owns; however, Declarant shall pay such amounts necessary to pay the difference between: (i) the actual Common Expenses payable from the Operating Fund (as defined in Article 5 of the Bylaws); and (ii) the amounts of General Assessments payable by Unit Owners other than Declarant; provided however, that in no event shall Declarant be obligated for any amounts in excess of the aggregate amount that would have been assessed against Declarant's Units as a General Assessment. Declarant shall pay such amounts from time to time when required to prevent a deficiency in the funds available to pay actual Common Expenses. Declarant's obligations under this Article VI shall be limited to the payment of recurrent operating expenses only, and Declarant shall have no obligation for any Special Assessment, or for payment or contribution to the Reserve for Replacement Fund or Reserve Operating Fund (as defined in the Bylaws, Article 5). Pursuant to Article 5.4 of the Bylaws, at the time of purchase from Declarant, buyers of Units shall contribute an amount equal to two (2) monthly installments of the regular annual General Assessment for the initial funding of the Reserve Operating Fund.

6.2 Payment of Assessments. All Assessments, when due, together with any interest thereon and actual costs of collection, shall immediately become a personal liability of the Unit Owner and also a lien, until paid, against the Unit to which charged, if a statement of lien is filed within two years after the date the Assessment becomes due. The lien is effective against a Unit at the time the Assessment becomes due regardless of when within the two-year period it is filed. The personal liability for the Assessment shall not pass to a successor in title to the Unit unless the

successor agrees to assume the obligation. Any statement of lien shall be filed in the land records of the Clerk of Court of Racine County, stating the description of the Unit, the name of the record owners, the amount due and the period for which the Assessment was due. The statement of condominium lien shall be signed and verified by an officer of the Association as specified in the Bylaws and then shall be filed on full payment of the Assessment for which the lien is claimed, the Unit Owner shall be entitled to a fileable satisfaction of the lien. Any lien for delinquent assessments shall be subordinate to a first priority mortgage on the unit if the mortgage was recorded before the delinquent assessment became due.

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

6.4 Purchaser of Unit. Any Purchaser of a Unit is entitled to a statement from the Board of Directors of the Association setting forth the amount of unpaid Assessments against the Seller. The statement shall be supplied to the Purchaser within ten (10) days after such a request. The Purchaser shall not be personally liable for, however the Unit conveyed shall be subject to, any unpaid Assessment of the Seller in the amount set forth in the statement. In the event of a foreclosure of a first mortgage on a unit with a delinquent assessment lien, the foreclosure will extinguish the lien for any assessments that were payable before the foreclosure sale, but shall not relieve any subsequent Unit Owner from paying further assessments.

6.5 Enforcement of Lien. The Association shall have the right to enforce any lien for unpaid Assessments, shall have all of the rights and remedies provided for in Section 703.16(8) of the Act and shall exercise those rights and remedies as (at such interest rate set forth in the Bylaws) the Board of Directors deems appropriate. The amount of any lien claim shall include interest on the unpaid portion of an Assessment and reasonable attorneys' fees.

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

6.7 Sewer Charges. Sewer charges shall be issued by the Town of Mount Pleasant to each separate building within the condominium and shall be paid as a budgeted common assessment

by the Association. However, these charges shall remain the personal obligation of the Unit Owner and, in the event of a nonpayment of said assessment, the City shall retain the right to place the unpaid charges as a lien on the Unit Owner's real estate tax billing.

SECTION VII. USE OF CONDOMINIUM

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

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

SECTION VIII. RESTRICTIONS ON USE, OCCUPANCY AND TRANSFER

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

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

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

1. No Unit may be leased without a written lease.

2. Any Unit Owner who enters into a lease for his Unit shall provide the Secretary of the Association with a true and correct copy of such lease within seven (7) days after the execution thereof.

3. No Unit may be leased for a term of less than one year.

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

5. The rights of any lessee of any Unit shall be subject to all of the covenants, conditions and restrictions set forth in the Condominium Documents.

6. No rooms in any Unit may be rented and no transient tenants may be accommodated.

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

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

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

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

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

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

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

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

8.6 Unit Owners Restrictions on Use of Unit, Limited Common Elements and General Common Elements. Except as may otherwise be expressly provided in this Section VIII:

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

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

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

(d) Lawn furniture and grills only shall be allowed to be stored on decks, patios or balconies. Items shall be deemed to be stored on the decks, patios or balconies if they remain for a period of longer than twenty-four (24) hours.

8.7 Animal Restrictions.

- (a) Unit Owners may own and keep in their Units two (2) Pets. The keeping of any other animal at a Unit or elsewhere in the Condominium or on the Property shall require prior written approval from the Board of Directors;
- (b) Unit Owners who keep Pets shall take all reasonable actions to prevent such Pets from being a nuisance, annoyance or danger to any of the Unit Owners;
- (c) All Pets shall be picked up after and all droppings shall be immediately disposed of by the person in control of the Pet;
- (d) All Pets shall be leashed and within the immediate control of a person when outside of a Unit; and
- (e) No Unit Owner shall own and/or board more than two (2) Pets without the prior written approval from the Board of Directors.

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

- (a) To enhance the aesthetics of the Condominium and in order to facilitate required maintenance and snow plowing of the driveway and parking lots, all vehicles of any type shall be parked inside the garage or in a designated outside parking stall. No vehicle of any type shall be placed in any driveway or designated outside parking stall for storage.
- (b) No boats, campers, trailers, recreation vehicles or other vehicles of similar nature and design shall be stored or parked in the Unit Owner's assigned parking stall for a period of longer than twenty-four (24) hours in any one (1) week period. No individual shall be allowed to use or occupy any recreational vehicle or any similar vehicle designed or used for overnight camping while such vehicle is parked on the Property.
- (c) No Unit Owner nor his family members, agents, employees, invitees or guests may use any of the parking areas for the purpose of repairing or restoring any motor vehicle.

SECTION IX. REPAIR OR RECONSTRUCTION

9.1 Repair or Reconstruction of Condominium. In the event the Condominium is destroyed or damaged to such an extent that the insurance proceeds, if any, constitute less than one hundred percent (100%) of the cost of completing repair or reconstruction, action by the Association by vote of eighty percent (80%) or more of all Unit Owners taken within ninety (90) days after such damage or destruction and by eligible mortgage holders who represent at least fifty-one (51%) of the votes of the units that are subject to mortgage held by eligible holders taken within ninety (90) days

after such damage or destruction shall be necessary to determine not to repair or reconstruct the Condominium as more fully described in the Bylaws. Damage or destruction for which insurance proceeds are equal to-or greater than one hundred percent (100%) of the cost of completing repair or reconstruction, shall be repaired or reconstructed. In the event of repair or reconstruction, such repair or reconstruction shall be pursuant to arrangement of the Board of Directors of the Association as provided in Section 12.2 of this Declaration.

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

(a) ***Taking of Common Elements.*** Following the taking of all or a part of the Common Elements, the Association shall promptly undertake to restore the affected Common Elements to a condition compatible with the balance of the Property. Any costs of reconstruction in excess of the condemnation award shall be a Common Expense payable by the Unit Owners in proportion to their Allocated Interest. However, if the value of the taking exceeds the value of the remaining Common Elements to the extent that, in the judgment of the Association, reconstruction or restoration is not practical, the Condominium shall be subject to an action for partition upon obtaining the written consent of the Unit Owners having eighty percent (80%) or more of the vote in the Association. All Unit Owners who Unit is subject to a mortgage shall first obtain his Mortgagee's written consent to the Unit Owner's intended vote. In the case of partition, the net proceeds of sale, together with any net proceeds of the award of taking, shall be considered as one fund and shall be divided among all Unit Owners in proportion to their Allocated Interests and shall be distributed in accordance with the priority of interests in each Unit. Any Mortgagee may require that the net proceeds of the award from any taking, payable to the Unit Owner who granted the Mortgagee its Mortgage, be paid directly to a trustee designated by the Mortgagee.

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

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

9.3 Association as Designated Agent. The Association shall act as the designated agent and/or attorney-in-fact for each Unit Owner and their Mortgagees for the purpose of representing,

negotiating and settling any proceeds or awards to be made to the Association or any Unit Owner on account of any casualty or damage to the Condominium or eminent domain proceedings which involve the Condominium. Any proceeds or awards shall be made payable to the Association for the benefit of the Unit Owners and their mortgage holders. The distribution of such funds in connection with the termination of the condominium shall be made based upon each unit's allocated interest pursuant to Sections 1.1(b) and 4.1 of this Declaration.

SECTION X. EASEMENTS AND ENCROACHMENTS

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

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

10.3 Easement to Facilitate Sales. The Declarant reserves the right to use any Units owned or leased by the Declarant as models, management offices, sales offices (for this and other projects) or customer service offices. The Declarant reserves the right to relocate the same from time to time within the Property; upon relocation, the furnishings thereof may be removed. The Declarant further reserves the right to maintain on the Property such advertising signs as may comply with applicable governmental regulations, which may be placed in any location on the Property and may

be relocated or removed, all at the sole discretion of the Declarant. The Declarant shall have the right to restrict the use of certain Common Element parking spaces for sales purposes and to use such spaces for sales purposes. Further, the Declarant shall have the right to erect, maintain, relocate and remove temporary offices on the Property. The reservation of this easement to facilitate sales also applies to the Additional Property. This easement shall continue until the Declarant has sold all the Units it owns.

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

10.5 Common Elements Easements. The Common Elements are hereby made subject to the following easements in favor of the Units benefitted:

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

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

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

10.6 Unit Owner's Grant of Easement. By acceptance of a deed of conveyance, each Unit Owner thereby grants a right of access to his Unit, including without limitation the right of access provided by Section 703.32 of the Act, to the Board of Directors or the Managing Agent, their respective agents and employees, for the purpose of exercising their respective powers and responsibilities, including without limitation making inspections, correcting any condition originating in a Unit and threatening another Unit or the Common Elements, performing installations, alterations or repairs to the mechanical or electrical services or the Common Elements in a Unit or elsewhere in the condominium, or to correct any condition which violates the provisions of this Declaration and any of the Condominium Documents; provided, that requests for entry are made in advance and that any such entry is at, a time reasonably convenient to the Unit Owner.

Notwithstanding the foregoing, in case of an emergency, such right of entry shall be immediate and without notice, whether the Unit Owner is present at the time. Any exercise of the rights herein conferred to the extent practicable shall be in a manner so as not to interfere unreasonably with the use of a Unit.

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

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

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

SECTION XI. MORTGAGES

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

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

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

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

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

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

- (a) notice of any default by the mortgagor of such Unit in the performance of such mortgagor's obligations under this Declaration or any of the Condominium Documents which is not cured within thirty (30) days.
- (b) copies of budgets, notice of any Assessments, or any other notices or statements provided under this Declaration by the Board of Directors to the Unit Owner;
- (c) copies of any financial statements of the Association which are distributed to the Unit Owners;
- (d) copies of notices of meetings of the Unit Owners and the right to be represented at any such meetings by a designated representative;
- (e) notice of damage in excess of \$5,000.00 to or destruction of any Unit subject to the Mortgage or any damage to the Common Elements in excess of \$10,000.00;
- (f) notice of any pending or threatened condemnation or eminent domain proceedings with respect to any part of the Property;
- (g) a notice that payment of the premium is more than ten (10) days late and notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association or any entity responsible for managing the Condominium within sixty (60) days prior to any such lapse, cancellation or material modification;

- (h) notice of any decision by the Board of Directors to terminate any management of the Property;
- (i) notice of any proposed action which would require the consent of Mortgagees pursuant to the Act or the Condominium Documents;
- (j) the right to examine the books and records of the Association at any reasonable time and to audit the same at its sole cost;
- (k) notice of any Assessment or any other charges levied by the Association which is more than sixty (60) days past due;
- (l) notice of any judgment which is rendered against the Association; and
- (m) the right to cure a default in the payment of any Assessment.

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

11.7 Restrictions on Actions of Association. The Association may not take any of the following actions:

- (a) encumber the Common Elements; or
- (b) assign the future income of the Association, including its right to receive any Assessments.

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

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

- (a) the right granted to the Declarant to subdivide or relocate the boundaries of Units; and/or
- (b) the rights of any Unit Owner and his Mortgagee with respect to matters solely affecting such Unit and/or Mortgage.

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

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

SECTION XII. INSURANCE

12.1 Insurance. The Association shall maintain fire and broad form extended coverage insurance on the Buildings and the Common Elements, including, but not limited to any fixtures owned by the Association and the Unit Owners (but excluding the personal property of the Unit Owner), in an amount not less than the replacement value of the Buildings and the Common Elements from time to time, including endorsements for automatic changes in insurance coverage as fluctuating values may warrant, contingency endorsements covering nonconforming use and a Special Condominium Endorsement. To the extent reasonably possible, the insurance shall provide (i) that the insurer waives its rights of subrogation as to any claim against the Unit Owners, the Association, the Board of Directors and their respective servants and agents, and (ii) that the insurance cannot be canceled, invalidated or suspended on account of the conduct of any one or more of the Unit Owners, or the Association, or their servants, agents and guests, without sixty (60) days, prior written notice to the Association and which notice gives the Association an opportunity to cure the defect within that time. All required insurance shall be issued by an insurance company with a minimum of a B general policyholder's rating and of a class III financial size category in the Best's Key Rating Guide. The amount of protection and the types of hazards to be covered shall be reviewed by the Association at least annually and the amount of coverage may be increased or decreased at any time it is deemed necessary by the Association to conform to the requirements of replacement value insurance. Any Mortgagee may receive an insurance certificate upon ten (10) days prior written notice. The insurance shall be obtained in the name of the Association as trustee for each of the Unit Owners and their respective Mortgagees.

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

12.3 Public Liability Insurance. The Association shall provide public liability insurance covering the Common Elements in such amounts as may be determined at the discretion of the Board

of Directors from time to time; provided, however, the amount of coverage shall not be less than One Million Dollars (\$1,000,000.00) per single occurrence. The insurance coverage shall preclude the insurer's denial of a Unit Owner's claim because of the negligent acts of the Association or any Unit Owner. The Association may also provide workmen's compensation insurance, directors, and officers, liability insurance in such amounts as are determined by the Board of Directors to be necessary from time to time.

12.4 Fidelity Bonds. The Association shall provide a blanket fidelity bond for anyone who either handles or is responsible for funds held or administered by the Association. The bond shall name the Association as obligee and shall cover the maximum funds that will be in the custody of the Association. In no event shall the face value of the bond be for an amount less than the sum of three (3) months' Assessment plus any reserve funds held by the Association. The bond shall include a provision that calls for ten (10) days' written notice to the Association, the Unit Owner and any Mortgagee before the bond can be canceled or substantially modified. Any management agent that handles funds for the Association shall carry a fidelity bond with the same coverage as stated above.

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

SECTION XIII. PROHIBITION ON PARTITION OF COMMON ELEMENTS

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

SECTION XIV. DISCLAIMER OF LIABILITY OF ASSOCIATION

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

14.2 Parking Areas. Each Unit Owner shall be responsible for his personal property located in the parking areas or Limited Common Elements. Notwithstanding anything to the

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

SECTION XV. AMENDMENT TO DECLARATION

15.1 Amendment. Except as otherwise provided by the Act, or in this Declaration, this Declaration may be amended by the agreement of Unit Owners having at least seventy-five percent (75%) of the votes in the Association and in the manner provided by Section 703.09(2) of the Act. All Unit Owners whose Unit is subject to a Mortgage shall first obtain his Mortgagee's written consent to the Unit Owner's vote in favor of or against any amendment on a form satisfactory to the Board of Directors. Copies of Amendments shall be certified by the President and Secretary of the Association in a form suitable for recording. A copy of the amendments shall be recorded in the office of the Register of Deeds of Racine County and such amendment shall be effective at the time it is recorded. A copy of the amendment shall be ailed or personally delivered to each Unit Owner at his address as stated on the Membership Roster. So long as the Declarant owns one or more Units, this Declaration shall not be amended in any manner which would prevent or unreasonably interfere with the sale, lease or other disposition of such Units.

15.2 Special Amendments. Declarant, for as long as the Declarant shall have ownership in the Property or Condominium, or, when the Declarant no longer has an interest in the Property or Condominium, the Board of Directors, shall have the right and power to record Special Amendments to this Declaration at any time and from time to time which amend this Declaration to comply with requirements of the FNMA, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Association, the Veteran's Administration, or any other governmental agency or an other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities or any institutional lender issuing a commitment to (i) make Mortgage loans covering twenty percent (20%) or more of the Units, (ii) to induce any of such agencies or entities to make, purchase, sell, insure, or guarantee Mortgages secured by any Unit, (iii) to conform this Declaration with the requirements of the Act, (iv) to correct clerical or typographical errors in this Declaration or any Exhibit hereto or any supplement or amendment thereto, or, (v) to assign the Declarant's ownership interest in the Property to another entity of its choosing. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Declarant to make or consent to a Special Amendment on behalf of each Unit Owner. Each deed, Mortgage or other evidence of obligation, or other instrument affecting a Unit and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power reserved to Declarant to make, execute and record Special Amendments. The rights reserved to the Declarant under this Section 16.2 shall terminate at such time as the Declarant no longer

holds or controls title to any part of the Property or ten (10) years from the date this Declaration is recorded, whichever first occurs.

SECTION XVI. TERMINATION OF CONDOMINIUM

16.1 Termination of the Condominium. The Condominium may be terminated upon the approval of a Termination Agreement by a vote of the Unit Owners holding eighty percent (80%) of the votes in the Association. A Unit Owner whose Unit is subject to a mortgage shall first obtain his Mortgagee's written consent to the vote. The Termination Agreement, which shall be executed by those who voted in favor of termination, shall include provisions relating to the use and maintenance of Common Elements after termination. The Termination Agreement shall also provide for the allocation and transfer of title to the Common Elements - such that title to the Common Elements other than the Limited Common Elements, shall be vested in the successors to the Unit Owners as tenants-in-common in proportion to their predecessor Unit Owner's Allocated Interest and title to Limited Common Elements shall be vested in the former Unit or Units to which they appertain, individually or as tenants-in-common, as the case may be. The termination agreement shall be recorded in the Register of Deeds office for Racine County.

SECTION XVII. ADDITIONAL PROVISIONS

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

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

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

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

17.5 No Obligations. Nothing contained in the Condominium Documents shall be deemed to impose upon the Declarant or its successors or assigns any obligations of any nature to build, renovate or provide any improvements except to the extent required by the Act.

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

17.7 Registered Agent. The registered agent for service of process shall be Gerald Klamrowski or such other person or entity as may be designated by the Board of Directors of the Association and upon proper filing of said name with the Register of Deeds for Racine County, Wisconsin, and with the Secretary of State of the State of Wisconsin.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed as of the date first set forth above.

MEADOWBROOK INVESTORS, LLC

By: *Gerald Klamrowski*
Gerald Klamrowski, Owner, Member

STATE OF WISCONSIN)
)SS
COUNTY OF Milwaukee)

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared **Gerald Klamrowski**, to me well known, and known to me to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed same for the purposes therein expressed.

WITNESS my hand and official seal this 28th day of October, 2005.

[Signature]
Notary Public, State of Wisconsin
My Commission is permanent ~~or expires~~ (strike one):

This document was drafted by:
Peter W. McCombs, Esq.
MURN & MARTIN, S.C.
W229-N1792 Amber Lane
Waukesha, Wisconsin 53186

0001131

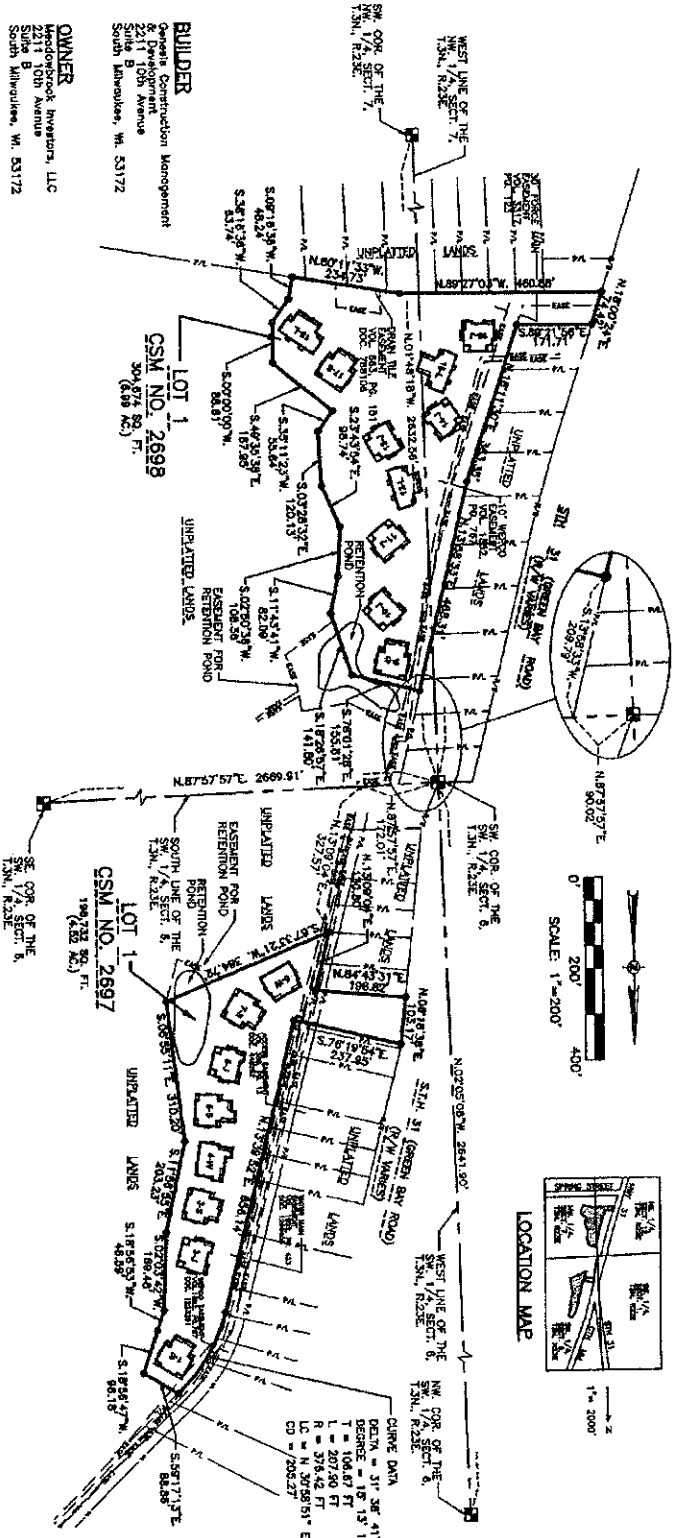
**Exhibit A
Condominium Plat**

See Attached

1132

THE VILLAS OF MEADOWBROOK CONDOMINIUMS, INC.

RACINE COUNTY, WISCONSIN



BUILDER
Genetec Construction Management
2211 Oak Avenue
Suite B
South Milwaukee, WI 53172

OWNER
Meadowbrook Investors, LLC
2211 Oak Avenue
Suite B
South Milwaukee, WI 53172

REFERENCE BEARING

All bearings are referenced to the south line of the Southwest 1/4 of Section 5, T34N R23E, which bears N 87° 57' 57" E, and is referenced to Grid North of the Wisconsin State Plane Coordinate System, South Zone.

LEGAL DESCRIPTION

Lot 1 of Certified Survey Map No. 2697 and Lot 1 of Certified Survey Map No. 2698 as recorded in the Racine County Register of Deeds in the Southwest 1/4 of the Southwest 1/4 of Section 5, Township 3 North, Range 23 East, in the Village of Mount Pleasant, Racine County, Wisconsin.
Containing 501,408 square feet (1151 acres), more or less.

NOTE

All areas around units are Common Elements.



SURVEYOR'S CERTIFICATE

This is to certify that I have surveyed the above described property and that the boundaries and the location of the proposed building upon said property.

The Condominium Plan is a correct representation of the Villas of Meadowbrook Condominiums, Inc. and the identification and location of each unit. The diagrammatic floor plans show only the approximate dimensions, floor areas and location of each unit to the extent feasible. The common elements are limited to the common elements.

Michael J. Rauberg
Michael J. Rauberg, Registered Professional Land Surveyor
Registration No. 3-2285
10/31/05



0001133

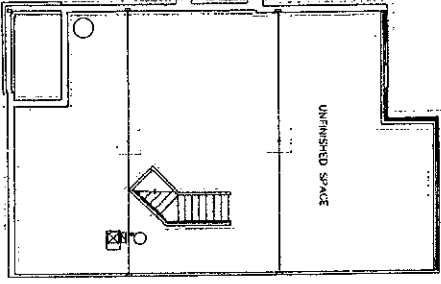
THE VILLAS OF MEADOWBROOK CONDOMINIUMS, INC.

VILLAGE OF MOUNT PLEASANT, RACINE COUNTY
WISCONSIN

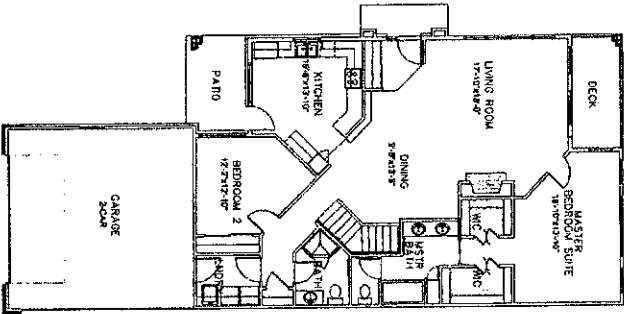


(BLDG 1, UNIT #1)

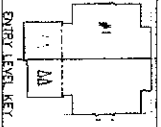
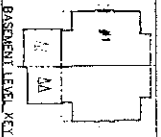
SPRUCE
LOWER LEVEL



SPRUCE
ENTRY LEVEL

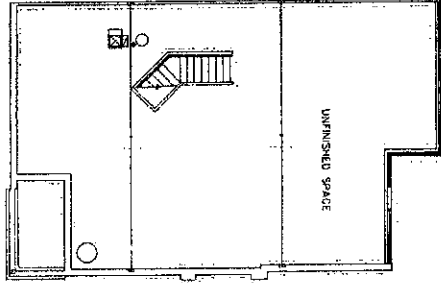


UNIT SQUARE FOOTAGE = 1,698 sq.ft

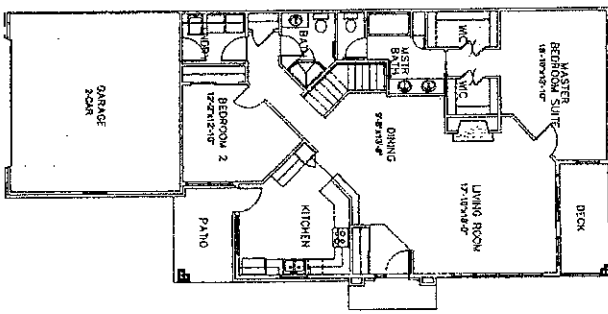


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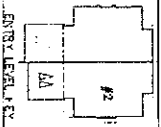
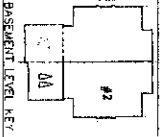
SPRUCE
LOWER LEVEL



SPRUCE
ENTRY LEVEL



UNIT SQUARE FOOTAGE = 1,698 sq.ft



Copyright 2005 - Drawing and design are protected by U.S. Copyright law. Use of floor plan design without written authority by the drafter is prohibited.

Living Unit overall dimensions and areas are shown from outside face of exterior walls and perimeter face of exterior walls. Living Unit area shown does not include area of Living Unit from Living Unit to Living Unit. Storage areas and other parking spaces may vary slightly from location to location as indicated in the construction drawings. Drawings herein shown are an accurate representation of the construction shown. Actual floor dimensions and other areas may vary from drawings. JOHN BARNETT SHEPHERD, ARCHITECT 21 JUNE 2005

THE VILLAGES OF MEADOWBROOK CONDOMINIUMS, INC.

VILLAGE OF MOUNT PLEASANT, RACINE COUNTY
WISCONSIN

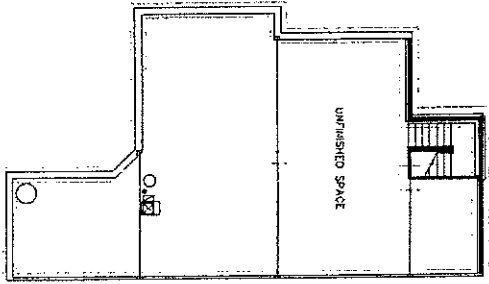


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BY URS. ALL RIGHTS RESERVED. THIS
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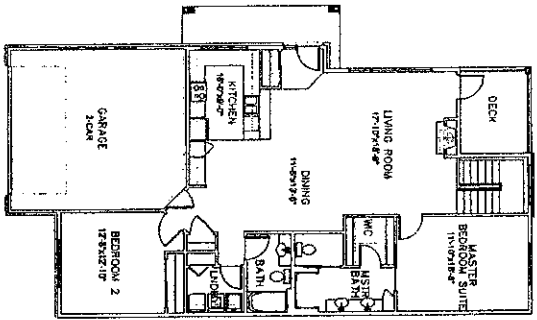
(BLDG 2, UNIT #3)

Units and their dimensions and areas are shown here outside of all of interior walls
and boundaries of all of common areas and units. Units are shown with their
respective floor areas. Floor areas are shown in square feet. Floor areas are shown
slightly from location to location as detailed in the construction drawings.
Drawing herein shown are on accurate representation of the construction drawings.
Actual dimensions and areas may vary slightly from those shown.
24 JUNE 2005
JOHN BARON SHEPHERD ARCHITECT

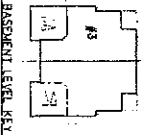
JUNIPER
LOWER LEVEL



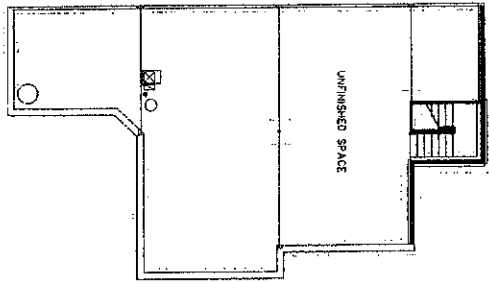
JUNIPER
ENTRY LEVEL



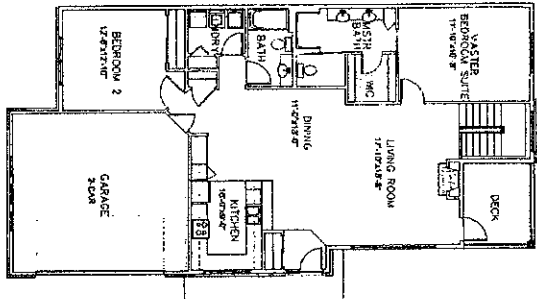
UNIT SQUARE FOOTAGE = 1,537 sq ft



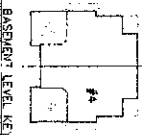
JUNIPER
LOWER LEVEL



JUNIPER
ENTRY LEVEL



UNIT SQUARE FOOTAGE = 1,537 sq ft



0001134

0001135

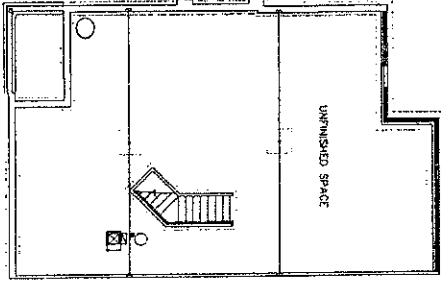
THE VILLAS OF MEADOWBROOK CONDOMINIUMS, INC.

VILLAGE OF MOUNT PLEASANT, RACINE COUNTY
WISCONSIN

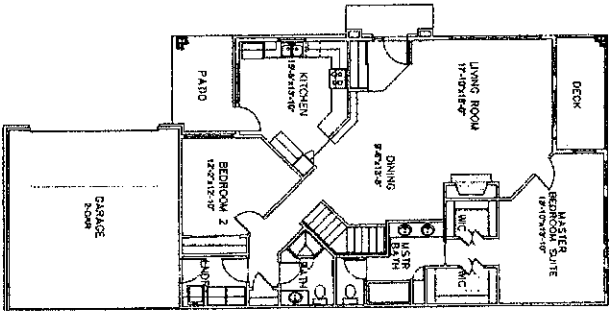


(BLDG 3, UNIT #5)

**SPRUCE
LOWER LEVEL**



**SPRUCE
ENTRY LEVEL**

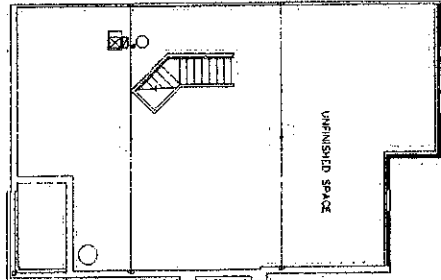


UNIT SQUARE FOOTAGE = 1,886 sq.ft

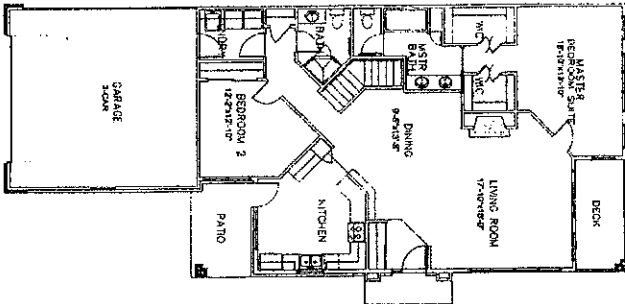


(BLDG 3, UNIT #6)

**SPRUCE
LOWER LEVEL**



**SPRUCE
ENTRY LEVEL**



UNIT SQUARE FOOTAGE = 1,886 sq.ft



CONTRACT 3004 - Duplexes and
plans are protected by U.S.
copyright law. Use or copy in part
without written consent of the
designer is prohibited. The
designer assumes no liability for
errors or omissions.

These plans were prepared for the use of the
owner and are not to be used for any other
purpose. The owner is responsible for
obtaining all necessary permits and for
compliance with all applicable laws and
regulations. The designer is not responsible
for any errors or omissions in the plans
or for any consequences arising therefrom.
Actual field conditions and details may
differ from those shown on the plans.
24 June 2005
JOHN BARON SHEPHERD, ARCHITECT

0001136

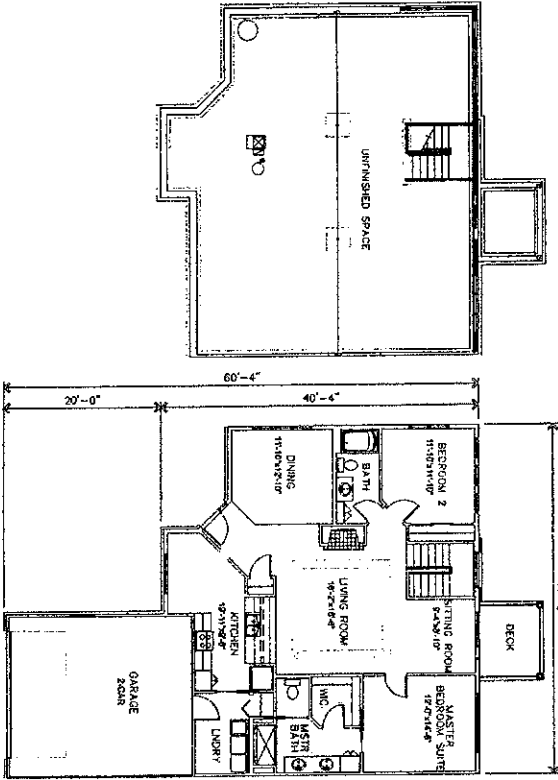
THE VILLAS OF MEADOWBROOK CONDOMINIUMS, INC.

VILLAGE OF MOUNT PLEASANT, RACINE COUNTY
WISCONSIN

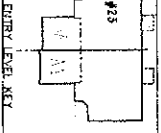
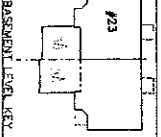
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LILAC
LOWER LEVEL

LILAC
ENTRY LEVEL



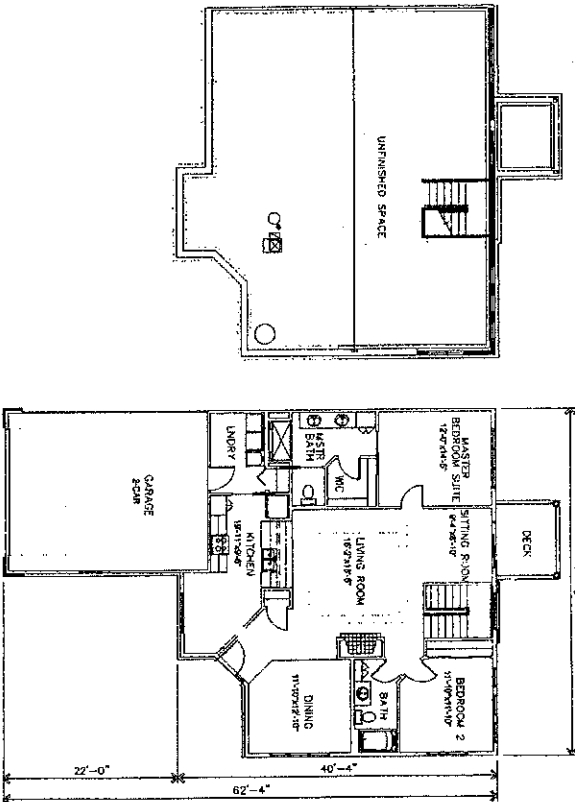
UNIT SQUARE FOOTAGE = 1,592 sq.ft.



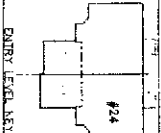
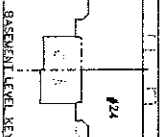
(BLDG 12, UNIT #24)

LILAC
LOWER LEVEL

LILAC
ENTRY LEVEL



UNIT SQUARE FOOTAGE = 1,592 sq.ft.



DISCLAIMER: This drawing and all other drawings are the property of the architect and shall not be used for any other project without the written consent of the architect. The architect shall not be responsible for any errors or omissions in this drawing or any other drawings. The architect shall not be responsible for any construction defects or any other defects in the building. The architect shall not be responsible for any other matters.

Using Unit several partitions and great or small from outside face of exterior walls and doors. All partitions, doors, windows, etc. shall be shown on the construction drawings. The architect shall not be responsible for any errors or omissions in this drawing or any other drawings. The architect shall not be responsible for any construction defects or any other defects in the building. The architect shall not be responsible for any other matters.

24 JUNE 2000

JOHN BARON SHERER, ARCHITECT

0001137

THE VILLAS OF MEADOWBROOK CONDOMINIUMS, INC.

VILLAGE OF MOUNT PLEASANT, RACINE COUNTY
WISCONSIN



CONTRACT 2005 - Spruce and Cedar units provided by U.S. Copyright Inc. Use or copy is not permitted without written consent of the copyright owner. The Spruce and Cedar units are shown as they will appear in the completed building. The Spruce and Cedar units are shown as they will appear in the completed building. The Spruce and Cedar units are shown as they will appear in the completed building.

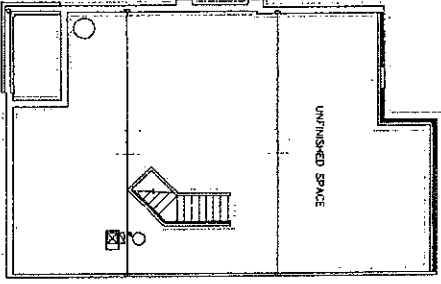
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(BLDG 5, UNIT #10)

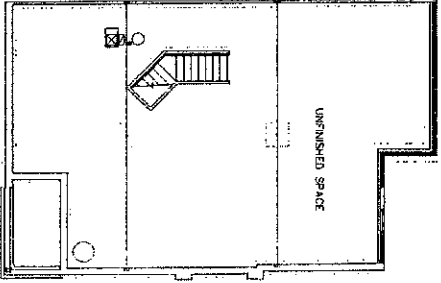
Unit floor plan dimensions and room names shown here are for informational purposes only. Actual dimensions and room names may vary slightly from those shown on the construction drawings. Dimensions shown are on a coordinate representation of the construction drawings. Actual floor dimensions and offsets may vary slightly due to construction field conditions and should not be relied upon for exact measurements.

JDM BRADSHAW ARCHITECTS
24 JUNE 2005

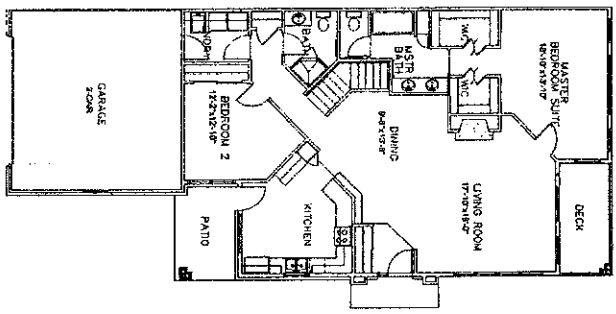
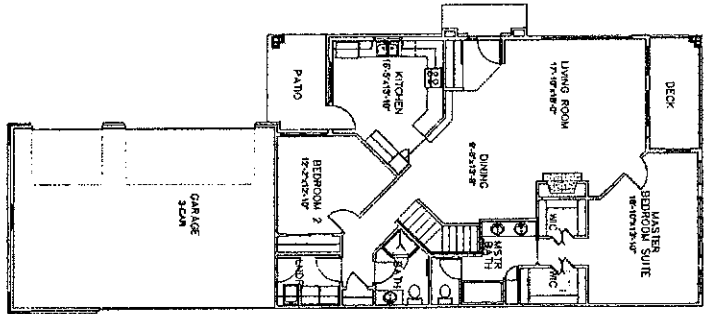
**SPRUCE
LOWER LEVEL**



**SPRUCE
LOWER LEVEL**

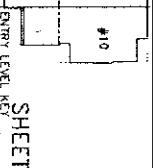
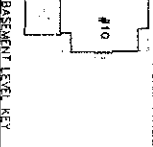
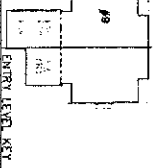
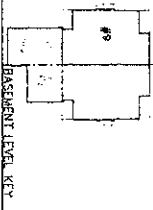


**SPRUCE
ENTRY LEVEL**



UNIT SQUARE FOOTAGE = 1,886 sq.ft

UNIT SQUARE FOOTAGE = 1,886 sq.ft



0001138

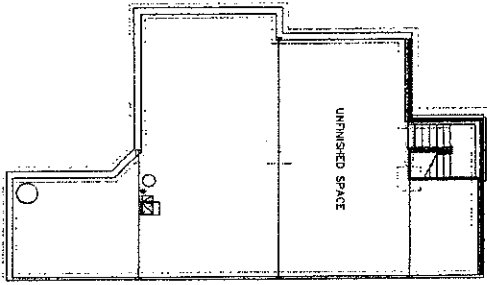
THE VILLAS OF MEADOWBROOK CONDOMINIUMS, INC.

VILLAGE OF MOUNT PLEASANT, RACINE COUNTY
WISCONSIN

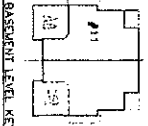


(BLDG 6, UNIT #11)

JUNIPER
LOWER LEVEL



UNIT SQUARE FOOTAGE = 1,537 sq.ft.

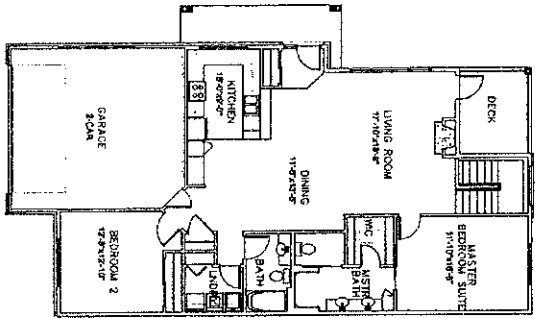


BASEMENT LEVEL KEY

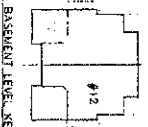
ENTRY LEVEL KEY

(BLDG 6, UNIT #12)

JUNIPER
ENTRY LEVEL



UNIT SQUARE FOOTAGE = 1,537 sq.ft.



BASEMENT LEVEL KEY

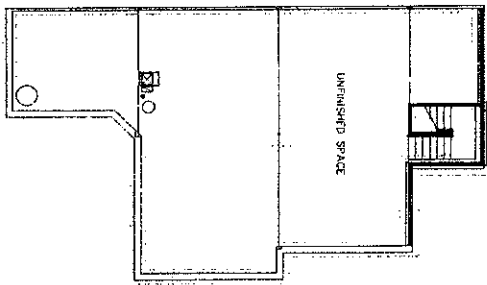
ENTRY LEVEL KEY

SECTIONS 2003 - Drawing and design are prepared by the architect and are not to be construed as a contract or part of the contract documents. No liability shall be assumed by the architect for any errors or omissions in the drawings and specifications. The architect's responsibility is limited to the design and construction of the building and shall not be held responsible for any other matters.

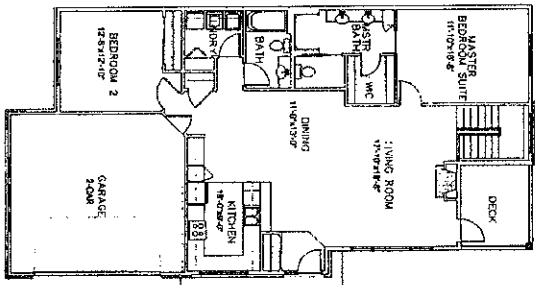
Living Unit, overall dimensions and areas are shown from outside face of exterior walls and are not to be construed as a contract or part of the contract documents. No liability shall be assumed by the architect for any errors or omissions in the drawings and specifications. The architect's responsibility is limited to the design and construction of the building and shall not be held responsible for any other matters.

24 JUNE 2003
JOHN BARON SHEPHERD, ARCHITECT

JUNIPER
LOWER LEVEL



JUNIPER
ENTRY LEVEL



1411000

THE VILLAS OF MEADOWBROOK CONDOMINIUMS, INC.

VILLAGE OF MOUNT PLEASANT, RACINE COUNTY
WISCONSIN

(BLDG 9, UNIT #17)

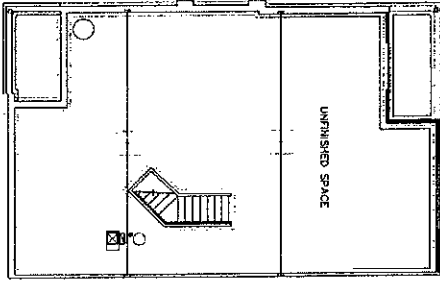
(BLDG 9, UNIT #18)



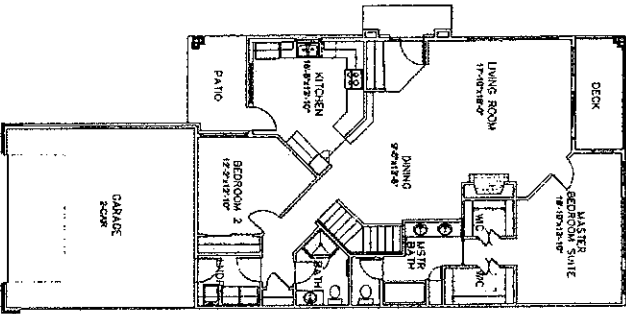
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Existing Unit overall dimensions and grid are shown. Items outside scope of contract. Work shown is for the proposed unit. All measurements are approximate and may vary slightly from the actual. Unit dimensions are shown for information only. The contractor shall verify all dimensions and should not be held liable for actual measurements. 24 APR 2005 JAMES BARNER STEPHENS, ARCHITECT

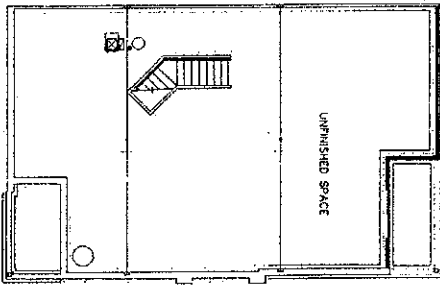
**SPRUCE
LOWER LEVEL**



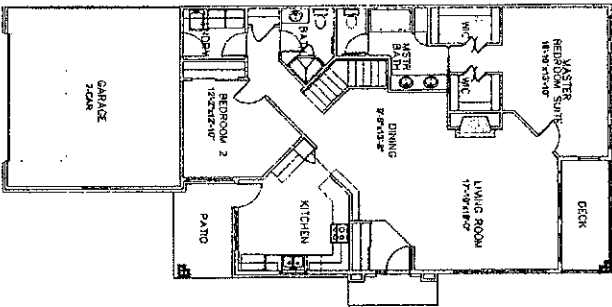
**SPRUCE
ENTRY LEVEL**



**SPRUCE
LOWER LEVEL**

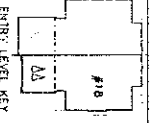
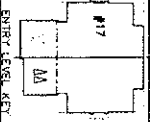
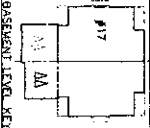


**SPRUCE
ENTRY LEVEL**



UNIT SQUARE FOOTAGE = 1,686 sq.ft

UNIT SQUARE FOOTAGE = 1,686 sq.ft



SHEET 10 OF 19

THE VILLAS OF MEADOWBROOK CONDOMINIUMS, INC.

VILLAGE OF MOUNT PLEASANT, RACINE COUNTY
WISCONSIN



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Using Unit: Overall dimensions and grades are shown from outside face of exterior walls and are not to be used for interior room dimensions. All dimensions shown are approximate and may vary slightly from actual dimensions. Dimensions shown are shown as a guide only and are not to be used as a basis for construction. Actual floor dimensions and elevations may vary slightly due to construction methods and materials used. Use of design and/or details of these drawings and/or information shown hereon is prohibited without the written consent of the Subdivider. Further permission is prohibited.

24-JUNE-2005
JOHN BARSON STEWART, ARCHITECT

(BLDG 10, UNIT #19)

(BLDG 10, UNIT #20)

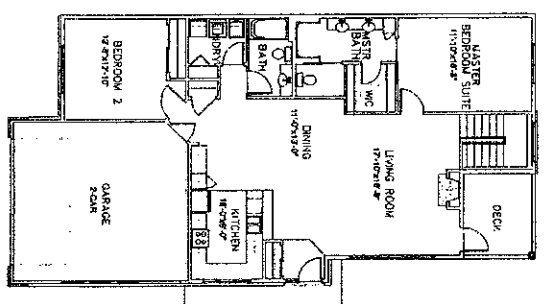
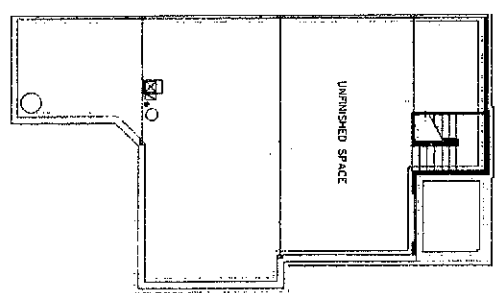
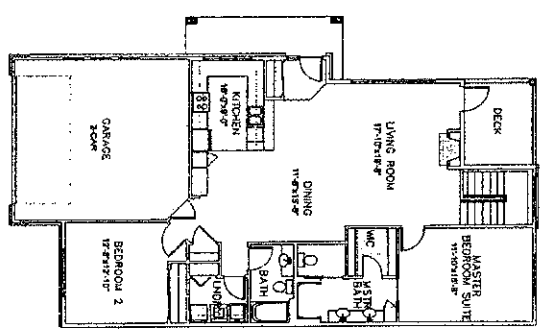
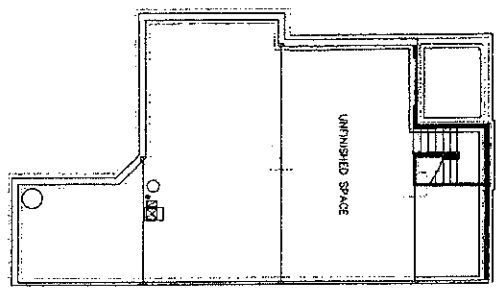
JUNIPER
LOWER LEVEL

JUNIPER
ENTRY LEVEL

JUNIPER
LOWER LEVEL

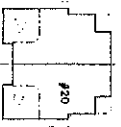
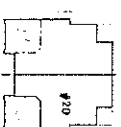
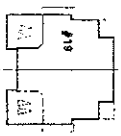
JUNIPER
ENTRY LEVEL

0001142



UNIT SQUARE FOOTAGE = 1,537 sq. ft.

UNIT SQUARE FOOTAGE = 1,537 sq. ft.



BASMENT LEVEL KEY

ENTRY LEVEL KEY

BASMENT LEVEL KEY

ENTRY LEVEL KEY

0001143

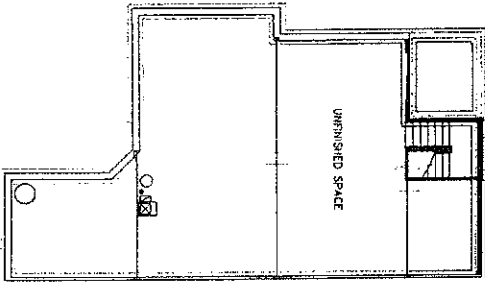
THE VILLAS OF MEADOWBROOK CONDOMINIUMS, INC.

VILLAGE OF MOUNT PLEASANT, RACINE COUNTY
WISCONSIN

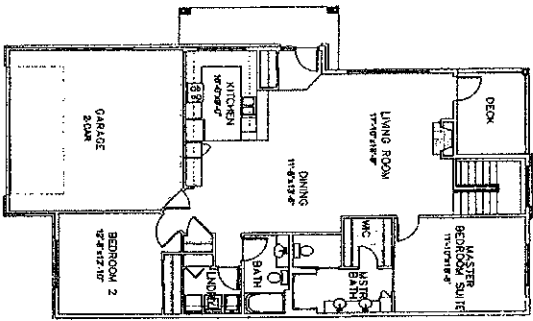


(BLDG 11, UNIT #21)

JUNIPER
LOWER LEVEL



JUNIPER
ENTRY LEVEL



UNIT SQUARE FOOTAGE = 1,537 sq. ft.



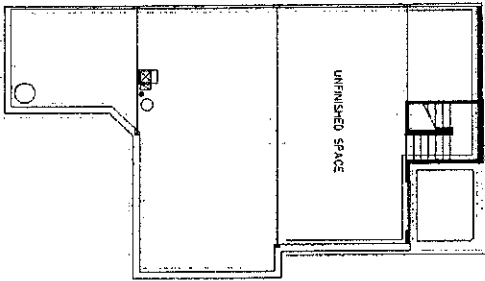
BASEMENT LEVEL KEY



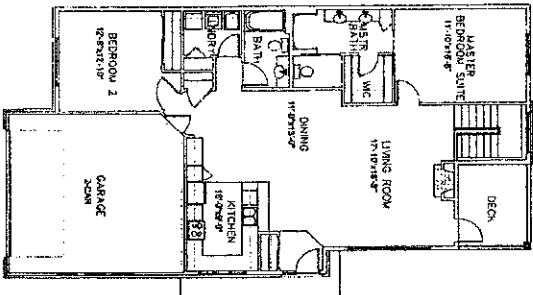
ENTRY LEVEL KEY

(BLDG 11, UNIT #22)

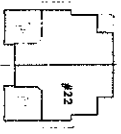
JUNIPER
LOWER LEVEL



JUNIPER
ENTRY LEVEL



UNIT SQUARE FOOTAGE = 1,537 sq. ft.



BASEMENT LEVEL KEY



ENTRY LEVEL KEY

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Units built overall dimensions and areas are shown from outside face of exterior walls and structures. All dimensions including wall thicknesses shall comply with applicable building codes and standards. Dimensions shown on an accurate representation of the construction drawings. Actual final dimensions and areas may vary slightly due to construction conditions and shall not be relied upon for steel fabrication. JOHN BARBER SHENSON, ARCHITECT 24 JUNE 2005

0001144

THE VILLAS OF MEADOWBROOK CONDOMINIUMS, INC.

VILLAGE OF MOUNT PLEASANT, RACINE COUNTY
WISCONSIN

(BLDG 12, UNIT #23)

(BLDG 12, UNIT #24)

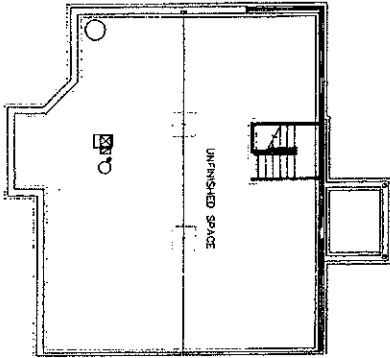


GENERAL NOTE - Drawing and floor plan are for information only. The actual construction of the building and the actual dimensions of the building may vary from those shown on the drawing. The Standard Building is provided.

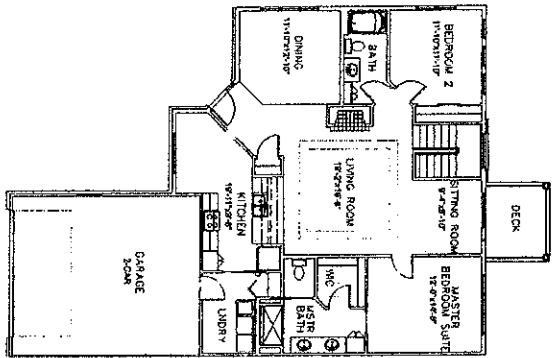
Using Unit overall dimensions and gross area shown, from outside face of exterior walls and including area of exterior walls, the total area of the building is approximately 1,592 sq. ft. The actual area of the building may vary from that shown on the drawing. The actual floor dimensions of the building may vary from those shown on the drawing. The actual floor dimensions of the building may vary from those shown on the drawing. The actual floor dimensions of the building may vary from those shown on the drawing.

JOHN BARON SHREVE, ARCHITECT

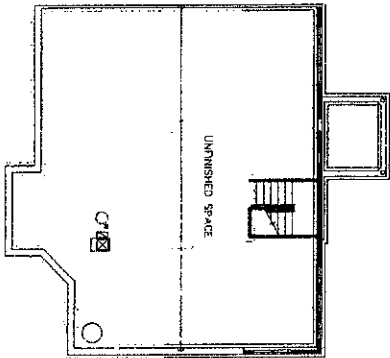
LILAC
LOWER LEVEL



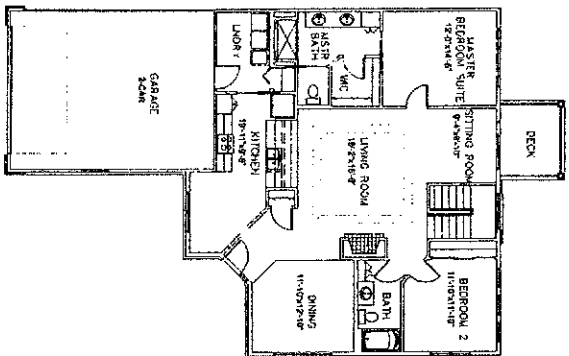
LILAC
ENTRY LEVEL



LILAC
LOWER LEVEL



LILAC
ENTRY LEVEL



UNIT SQUARE FOOTAGE = 1,592 sq.ft.

UNIT SQUARE FOOTAGE = 1,592 sq.ft.

BASEMENT LEVEL KEY

ENTRY LEVEL KEY

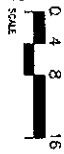
BASEMENT LEVEL KEY

ENTRY LEVEL KEY

0001145

THE VILLAS OF MEADOWBROOK CONDOMINIUMS, INC.

VILLAGE OF MOUNT PLEASANT, RACINE COUNTY
WISCONSIN



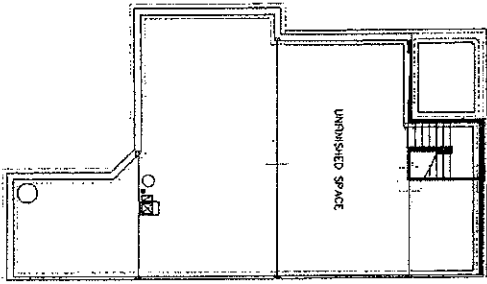
RESERVED RIGHTS - Developer and architect retain all rights in and to the design and construction of the project. This is not a contract for design or construction. The design and construction of the project is subject to change without notice and only the final construction documents shall govern.

(BLDG 13, UNIT #25)

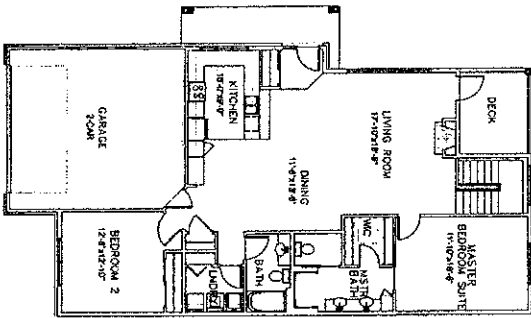
Unit's Unit overall dimensions and gross area shown from outside face of exterior walls. Interior room dimensions are shown from interior face of walls. All dimensions are approximate and may vary slightly from location to location as identified in the construction drawings. Drawing's dimensions and details may vary slightly due to construction methods. Actual final dimensions and details may vary slightly due to construction methods and should not be used after the construction period.

24 JUNE 2005
JOHN BARBON SHEPHERD, ARCHITECT

JUNIPER
LOWER LEVEL

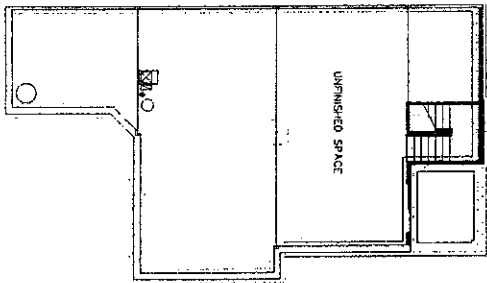


JUNIPER
ENTRY LEVEL

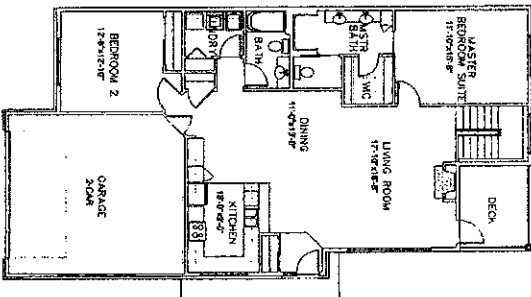


UNIT SQUARE FOOTAGE = 1,537 sq.ft

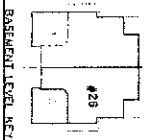
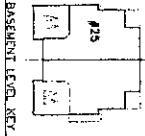
JUNIPER
LOWER LEVEL



JUNIPER
ENTRY LEVEL



UNIT SQUARE FOOTAGE = 1,537 sq.ft



0001146

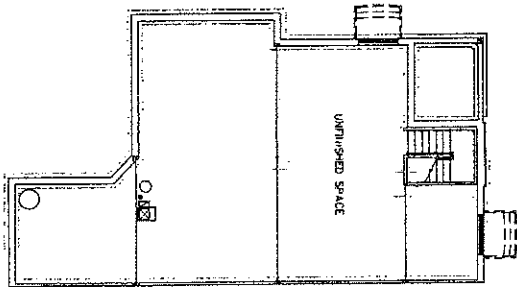
THE VILLAS OF MEADOWBROOK CONDOMINIUMS, INC.
 VILLAGE OF MOUNT PLEASANT, RACINE COUNTY
 WISCONSIN



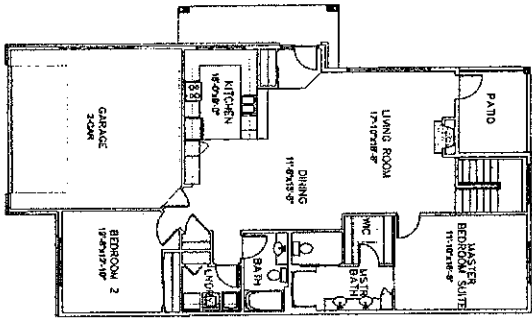
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(BLDG 14, UNIT #27)

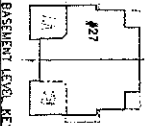
JUNIPER
 LOWER LEVEL



JUNIPER
 ENTRY LEVEL



UNIT SQUARE FOOTAGE = 1,537 sq.ft.

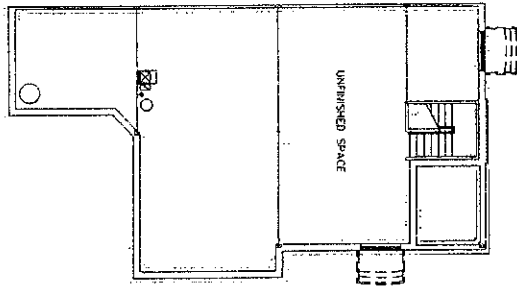


BASEMENT LEVEL KEY

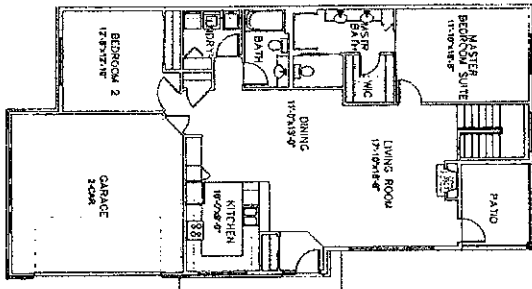
ENTRY LEVEL KEY

(BLDG 14, UNIT #28)

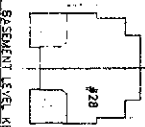
JUNIPER
 LOWER LEVEL



JUNIPER
 ENTRY LEVEL



UNIT SQUARE FOOTAGE = 1,537 sq.ft.



BASEMENT LEVEL KEY

ENTRY LEVEL KEY

Units are shown with dimensions and areas of finished floor on outside face of exterior walls. Interior area in dimensioned rooms are approximate and may vary slightly from actual. Location of location as identified in the construction drawings. Drawing herein shown are on accurate representation of the construction drawings. Actual floor, dimensions and areas may vary slightly due to construction period. 24 June 2003 JOHN BARON STEPHEN, ARCHITECT

0001147

THE VILLAS OF MEADOWBROOK CONDOMINIUMS, INC.

VILLAGE OF MOUNT PLEASANT, RACINE COUNTY
WISCONSIN



(BLDG 15, UNIT #29)

(BLDG 15, UNIT #30)

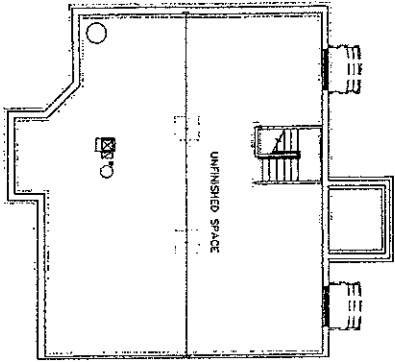
DESIGNED 2005 - Drawings are for the purpose of illustrating the general character of the proposed work and are not to be construed as a contract. No responsibility is assumed for any errors or omissions. The contractor shall be responsible for all details and specifications.

Living Unit overall dimensions and areas are shown from outside face of exterior walls and partitions. Area of exterior walls, including windows, doors, porches, and patios, is shown from Living Unit to Living Unit. Storage, utility and exterior parking spaces may vary slightly from location to location as specified in the plans of the construction. Areas of patios and stairs are shown on an accurate representation of the construction shown on the drawings and should not be relied upon for exact measurements.

24. JUNE 2005
JOHN BARNER SUPERVISOR, ARCHITECT

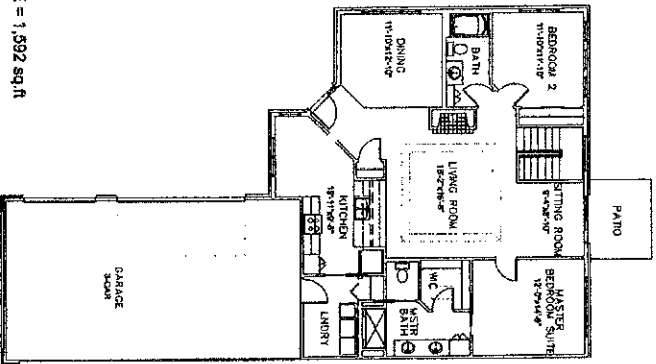
LILAC

LOWER LEVEL



LILAC

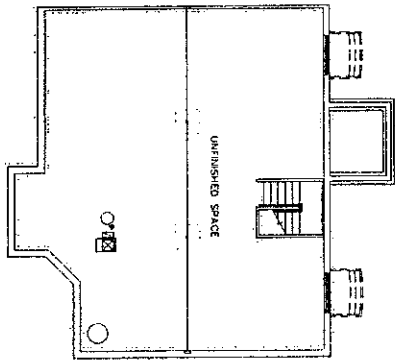
ENTRY LEVEL



UNIT SQUARE FOOTAGE = 1,592 sq.ft

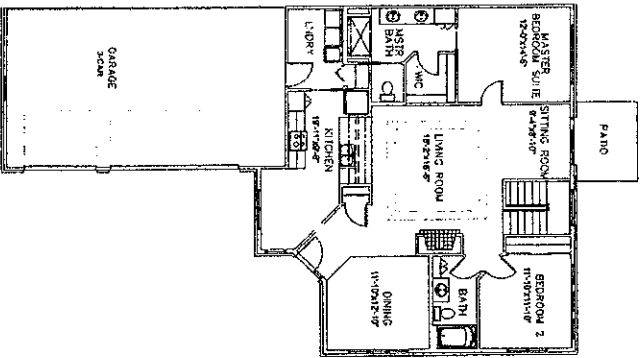
LILAC

LOWER LEVEL



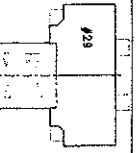
LILAC

ENTRY LEVEL

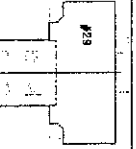


UNIT SQUARE FOOTAGE = 1,592 sq.ft

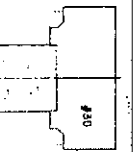
BASEMENT LEVEL KEY



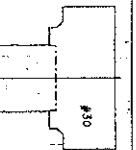
ENTRY LEVEL KEY



BASEMENT LEVEL KEY



ENTRY LEVEL KEY



0001148

THE VILLAS OF MEADOWBROOK CONDOMINIUMS, INC.

VILLAGE OF MOUNT PLEASANT, RACINE COUNTY WISCONSIN



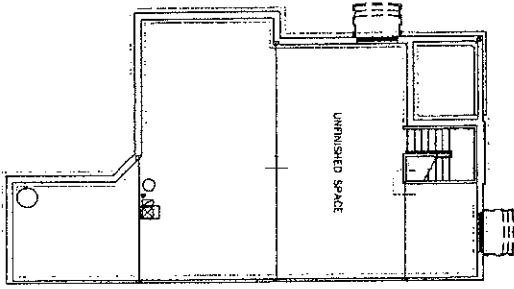
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(BLDG 16, UNIT #31)

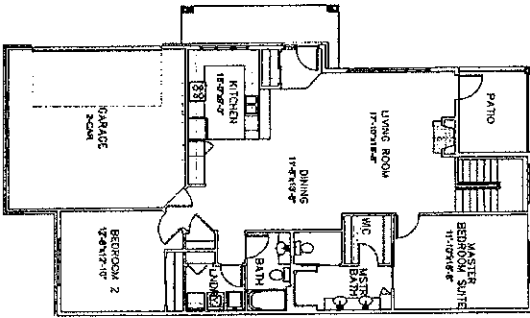
(BLDG 16 UNIT #32)

This Unit's overall dimensions and areas are shown from outside lines of exterior walls and are shown as approximate. Dimensions shown are approximate and may vary slightly from location to location as identified in the construction documents. Actual field dimensions and areas may vary slightly due to construction period. SHEPHERD PARTNERSHIP ARCHITECT 26 JUNE 2005

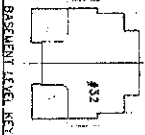
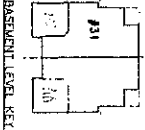
JUNIPER LOWER LEVEL



JUNIPER ENTRY LEVEL

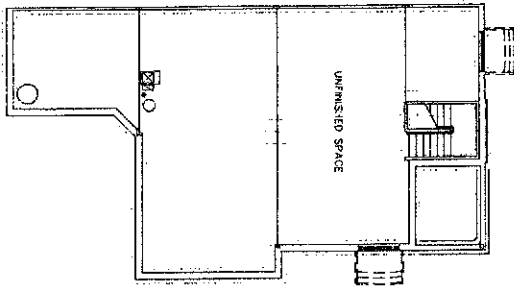


UNIT SQUARE FOOTAGE = 1,537 sq.ft

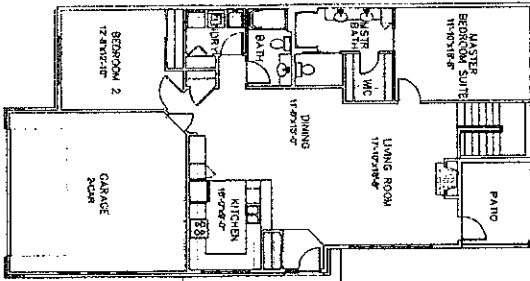


UNIT SQUARE FOOTAGE = 1,537 sq.ft

JUNIPER LOWER LEVEL



JUNIPER ENTRY LEVEL

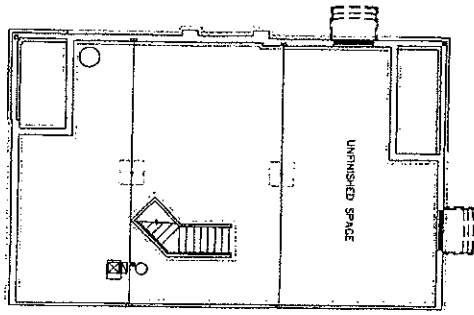


THE VILLAS OF MEADOWBROOK CONDOMINIUMS, INC.
VILLAGE OF MOUNT PLEASANT, RACINE COUNTY
WISCONSIN

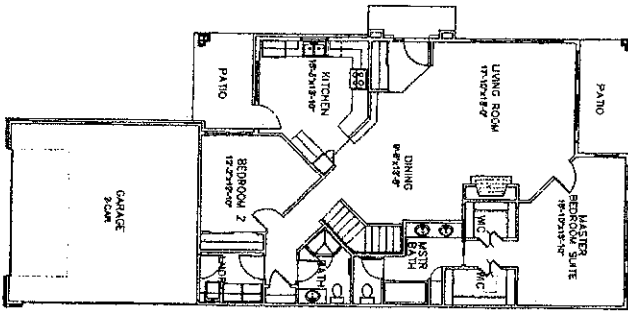


(BLDG 17, UNIT #33)

SPRUCE
LOWER LEVEL



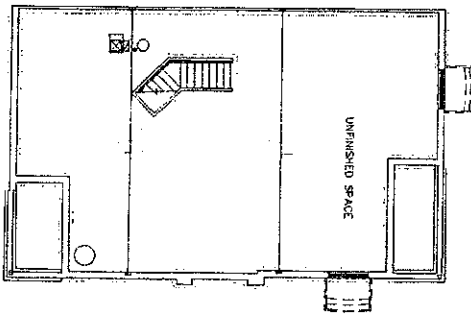
SPRUCE
ENTRY LEVEL



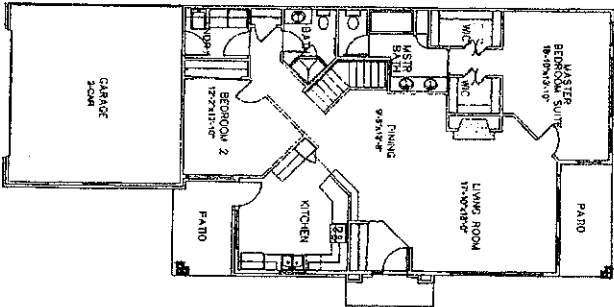
UNIT SQUARE FOOTAGE = 1,986 sq.ft

(BLDG 17, UNIT #34)

SPRUCE
LOWER LEVEL



SPRUCE
ENTRY LEVEL



UNIT SQUARE FOOTAGE = 1,986 sq.ft

DESIGNED 2002 - Drawing and construction of this unit are the responsibility of the architect. The architect is not responsible for any errors or omissions in the drawings or specifications. The architect is not responsible for any construction defects or delays.

Living Unit overall dimensions and gross area shown from outside face of exterior walls. This drawing is not a final drawing and is subject to change without notice. The architect is not responsible for any errors or omissions in the drawings or specifications. The architect is not responsible for any construction defects or delays.

0001149

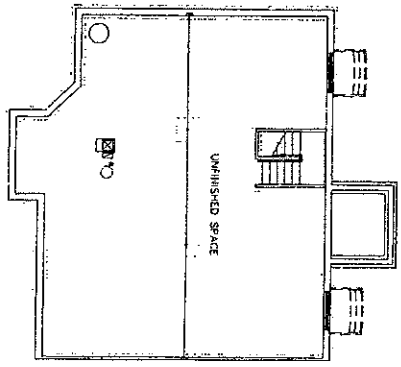
0001150

THE VILLAS OF MEADOWBROOK CONDOMINIUMS, INC.

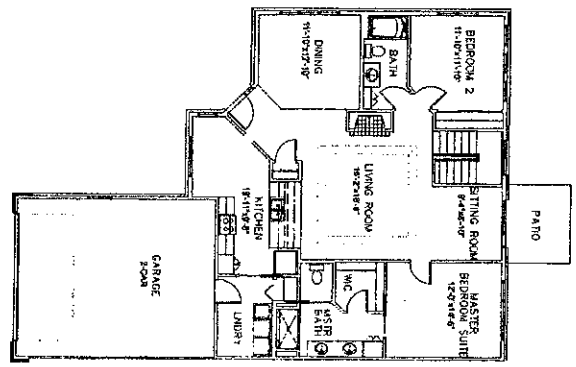
VILLAGE OF MOUNT PLEASANT, RACINE COUNTY
WISCONSIN

(BLDG 18, UNIT #35)

LILAC
LOWER LEVEL

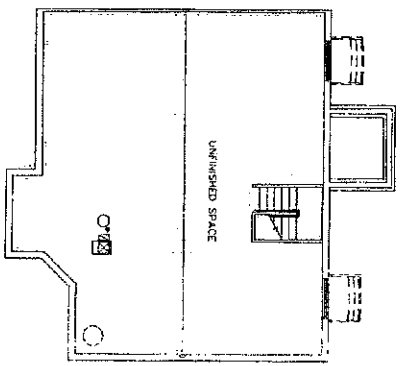


LILAC
ENTRY LEVEL

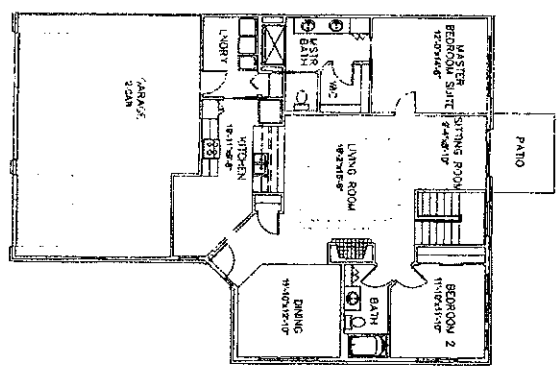


(BLDG 18, UNIT #36)

LILAC
LOWER LEVEL

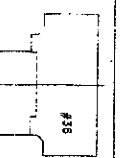
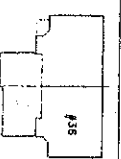
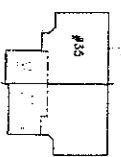
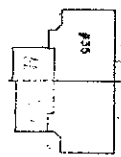


LILAC
ENTRY LEVEL



UNIT SQUARE FOOTAGE = 1,592 sq.ft.

UNIT SQUARE FOOTAGE = 1,592 sq.ft.

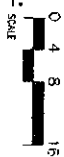


BASEMENT LEVEL KEY

ENTRY LEVEL KEY

BASEMENT LEVEL KEY

ENTRY LEVEL KEY



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0001151

Exhibit B
Description of Units

See Attached

Bldg. #	Unit #	Sq. Ft.	Living Room	Dining	Kitchen	Bedrms	Baths	Laundry	Den/Sitting	Deck	Patio	Garage
1	1-Spruce	1686	Yes	Yes	Yes	2	2	Yes		Yes	Yes	2
1	2-Spruce	1686	Yes	Yes	Yes	2	2	Yes		Yes	Yes	2
2	3-Juniper	1537	Yes	Yes	Yes	2	2	Yes		Yes		2
2	4-Juniper	1537	Yes	Yes	Yes	2	2	Yes		Yes		2
3	5-Spruce	1686	Yes	Yes	Yes	2	2	Yes		Yes	Yes	2
3	6-Spruce	1686	Yes	Yes	Yes	2	2	Yes		Yes	Yes	2
4	7-Willow	1541	Yes	Yes	Yes	2	2	Yes	Yes	Yes		3
4	8-Willow	1541	Yes	Yes	Yes	2	2	Yes	Yes	Yes		3
5	9-Spruce	1686	Yes	Yes	Yes	2	2	Yes		Yes	Yes	3
5	10-Spruce	1686	Yes	Yes	Yes	2	2	Yes		Yes	Yes	2
6	11-Juniper	1537	Yes	Yes	Yes	2	2	Yes		Yes		2
6	12-Juniper	1537	Yes	Yes	Yes	2	2	Yes		Yes		2
7	13-Spruce	1686	Yes	Yes	Yes	2	2	Yes		Yes	Yes	2
7	14-Spruce	1686	Yes	Yes	Yes	2	2	Yes		Yes	Yes	2
8	15-Willow	1541	Yes	Yes	Yes	2	2	Yes	Yes	Yes		2
8	16-Willow	1541	Yes	Yes	Yes	2	2	Yes	Yes	Yes		3
9	17-Spruce	1686	Yes	Yes	Yes	2	2	Yes		Yes	Yes	2
9	18-Spruce	1686	Yes	Yes	Yes	2	2	Yes		Yes	Yes	2

Bldg. #	Unit #	Sq. Ft.	Living Room	Dining	Kitchen	Bedrms	Baths	Laundry	Den/Sitting	Deck	Patio	Garage
10	19-Juniper	1537	Yes	Yes	Yes	2	2	Yes		Yes		2
10	20-Juniper	1537	Yes	Yes	Yes	2	2	Yes		Yes		2
11	21-Juniper	1537	Yes	Yes	Yes	2	2	Yes		Yes		2
11	22-Juniper	1537	Yes	Yes	Yes	2	2	Yes		Yes		2
12	23-Lilac	1592	Yes	Yes	Yes	2	2	Yes	Yes	Yes		2
12	24-Lilac	1592	Yes	Yes	Yes	2	2	Yes	Yes	Yes		2
13	25-Juniper	1537	Yes	Yes	Yes	2	2	Yes		Yes		2
13	26-Juniper	1537	Yes	Yes	Yes	2	2	Yes		Yes		2
14	27-Juniper	1537	Yes	Yes	Yes	2	2	Yes			Yes	2
14	28-Juniper	1537	Yes	Yes	Yes	2	2	Yes			Yes	2
15	29-Lilac	1592	Yes	Yes	Yes	2	2	Yes	Yes		Yes	3
15	30-Lilac	1592	Yes	Yes	Yes	2	2	Yes	Yes		Yes	3
16	31-Juniper	1537	Yes	Yes	Yes	2	2	Yes			Yes	2
16	32-Juniper	1537	Yes	Yes	Yes	2	2	Yes			Yes	2
17	33-Spruce	1686	Yes	Yes	Yes	2	2	Yes			2	2
17	34-Spruce	1686	Yes	Yes	Yes	2	2	Yes			2	2
18	35-Lilac	1592	Yes	Yes	Yes	2	2	Yes	Yes		Yes	2
18	36-Lilac	1592	Yes	Yes	Yes	2	2	Yes	Yes		Yes	2

AFFIDAVIT OF CORRECTION

Type or print CLEARLY using BLACK ink.

AFFIANT (name and company if applicable), Darrel DeKeyser

James A. Ladwig

JAMES A LADWIG
RACINE COUNTY
REGISTER OF DEEDS

Fee Amount: \$17.00



hereby swears or affirms that a certain document which was titled as follows: Condominium
Declaration The Villas of Meadowbrook Condos Inc. (type of document), recorded
on the 13th day of December, 2005
(year) as document number 2063811 and in volume (if
applicable) _____ and page (if applicable) 8 and 9
and was recorded in Racine County, State of Wisconsin, contained
the following error (if more space is needed, please attach addendum):

AFFIANT makes this Affidavit for the purpose of correcting the above document as follows (if more space is needed, please attach addendum):

Return Document to:

Genesis C.M.D

2211 10th Ave Suite B

So. Milwaukee WI 53172

17

Parcel Identification Number (PIN)

Grantor (from document being corrected)

Darrel DeKeyser

Grantee (from document being corrected)

Meadowbrook Investors LLC

AFFIANT is the (check one):

- Drafter of the document being corrected
- Owner of the property described in the document being corrected
- Other (Explain: Project Manager Genesis C.M.D)

The original document (in part or whole) is is not attached to this Affidavit (if original document is not attached, please attach legal description and include names of grantor(s) and grantee(s).)

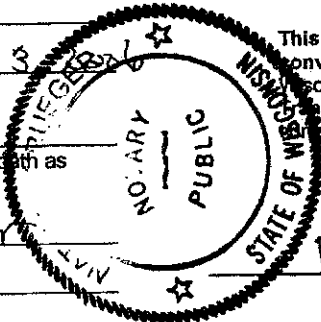
Dated: Feb 23, 2006

Signed: *Darrel DeKeyser*
Darrel DeKeyser

STATE OF WISCONSIN, County of Milwaukee

Signed and sworn to before me on February 23, 2006
by the above-named person(s).

Natalie Krueger
Signature of Notary or other person authorized to administer an oath as
per Sec. 706.06, 706.07



This instrument is is not (check one) a
conveyance of real property as per s. 77.21(1)
Wisconsin Statutes. (A Wisconsin Real Estate
Transfer Return is required for instruments that do
convey real property.)

This document drafted by:

Print or type name: Natalie Krueger

Title: Manager

Date Commission expires: 6-10-08

Darrel DeKeyser
(name and company if applicable)

**FIRST AMENDMENT
TO
THE DECLARATION OF
THE VILLAS OF MEADOWBROOK CONDOMINIUMS, INC.**
Recorded October 28, 2005
as Document No. 2063811

This Amendment is by MEADOWBROOK INVESTORS, LLC, a Wisconsin limited liability company by Gerald Klamrowski, Member, as Owner of all Units.

WHEREAS, on October 28, 2005, a Declaration of Condominium for the Villas of Meadowbrook Condominiums, Inc. was recorded in the Office of Register of Deeds of Racine County, as Document No. 2063811; and

WHEREAS, said Declaration provides, in Paragraph 15, that the Declaration may be amended upon agreement of Unit Owners having at least seventy-five percent (75%) of the votes in the Association and in the manner provided by Section 703.09(2) of the Act;

NOW THEREFORE, the undersigned, being the sole owner of all Units, hereby amends the Declaration in the following respects:

1. Paragraph 5.2(e) is hereby replaced by the following:

5.2(e). Removal, and payment for such removal entirely at the expense of the Association, of any and all snow and ice from paved sidewalks, walkways, private roads, driveways and parking areas of the Property. Unit Owners acknowledge that the Village of Mount Pleasant is not responsible for snow and ice removal from private roads within the Property;

2. Paragraph 5.2(j) is hereby added to Paragraph 5.2:

5.2(j). Collection and removal, and payment for such collection and removal entirely at the expense of the Association, of any and all trash, garbage, recyclables and other refuse from the Property. Unit Owners acknowledge that the Village of Mount Pleasant refuse collection point is at the public street frontage of the Property, not upon any private road within the Property. In the event that the Association and /or Unit Owner(s) voluntarily desire refuse collection within the complex, such collection shall be entirely at the expense of the Association and/or such Unit Owner(s).

ALL OTHER TERMS OF THE DECLARATION REMAIN UNCHANGED. THIS IS A LEGALLY BINDING AMENDMENT TO THE DECLARATION OF CONDOMINIUM FOR THE VILLAS OF MEADOWBROOK CONDOMINIUMS, INC.

This Amendment is dated as of the 23rd day of February, 2006.

IN WITNESS WHEREOF, the said Declarant has signed this document this
23rd day of February, 2006.

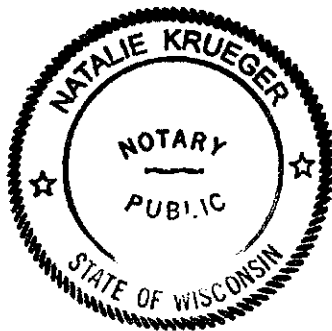
The Villas of Meadowbrook Condominiums, Inc.

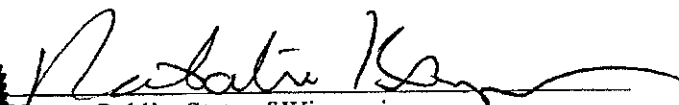

GERALD KLAMROWSKI, Member, Owner

STATE OF WISCONSIN)
)SS
COUNTY OF Milwaukee)

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared Gerald Klamrowski, to me well known, and known to me to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed same for the purposes therein expressed.

WITNESS my hand and official seal this 23rd day of February 2006.





Notary Public, State of Wisconsin
My Commission is ~~permanent~~ or expires (strike one):
6-10-07

This document was drafted by Attorney Peter W. McCombs, MURN & MARTIN, S.C., W229 N1792 Amber Lane, Waukesha, WI 53186-1184, (262) 524-8500, (262) 524-9200 (facsimile).

0001101

CONDOMINIUM DECLARATION
THE VILLAS OF MEADOWBROOK
CONDOMINIUMS, INC.
MOUNT PLEASANT, WISCONSIN
Title of Document

Document Number

DOC # 2063811

Recorded

DEC. 13, 2005 AT 05:59:59PM

The Villas of Meadowbrook Condominium Inc

From:

- 151-03-23-06-105-003
- 151-03-23-07-012-001
- 151-03-22-12-002-001

JAMES A LADWIG
RACINE COUNTY
REGISTER OF DEEDS

Fee Amount: \$115.00



Record this document with the Register of Deeds

Name and Return Address:

Peter W. McCombs, Esq.
MURN & MARTIN, S.C.
W229 N1792 Amber Lane
Waukesha, WI 53186-1184

To:

- Unit 1 151-03-23-06-105-010 > Building 1
- Unit 2 151-03-23-06-105-020 > Building 2
- Unit 3 151-03-23-06-105-030 > Building 2
- Unit 4 151-03-23-06-105-040 > Building 2
- Unit 5 151-03-23-06-105-050 > Building 3
- Unit 6 151-03-23-06-105-060 > Building 3
- Unit 7 151-03-23-06-105-070 > Building 4
- Unit 8 151-03-23-06-105-080 > Building 4
- Unit 9 151-03-23-06-105-090 > Building 5
- Unit 10 151-03-23-06-105-100 > Building 5
- Unit 11 151-03-23-06-105-110 > Building 6
- Unit 12 151-03-23-06-105-120 > Building 6
- Unit 13 151-03-23-06-105-130 > Building 7
- Unit 14 151-03-23-06-105-140 > Building 7
- Unit 15 151-03-23-06-105-150 > Building 8
- Unit 16 151-03-23-06-105-160 > Building 8
- Unit 17 151-03-23-07-105-170 > Building 9
- Unit 18 151-03-23-07-105-180 > Building 9
- Unit 19 151-03-23-07-105-190 > Building 10
- Unit 20 151-03-23-07-105-200 > Building 10
- Unit 21 151-03-23-07-105-210 > Building 11
- Unit 22 151-03-23-07-105-220 > Building 11
- Unit 23 151-03-23-07-105-230 > Building 12
- Unit 24 151-03-23-07-105-240 > Building 12
- Unit 25 151-03-23-07-105-250 > Building 13
- Unit 26 151-03-23-07-105-260 > Building 13
- Unit 27 151-03-22-12-105-270 > Building 14
- Unit 28 151-03-22-12-105-280 > Building 14
- Unit 29 151-03-22-12-105-290 > Building 15
- Unit 30 151-03-22-12-105-300 > Building 15
- Unit 31 151-03-22-12-105-310 > Building 16
- Unit 32 151-03-22-12-105-320 > Building 16
- Unit 33 151-03-23-07-105-330 > Building 17
- Unit 34 151-03-23-07-105-340 > Building 17
- Unit 35 151-03-23-07-105-350 > Building 18
- Unit 36 151-03-23-07-105-360 > Building 18

- 151-03-23-06-105-003
- 151-03-23-07-012-001
- 151-03-22-12-002-001

(Parcel Identification Number)

115

WARRANTY DEED

VOL 368 PAGE 13

THIS INDENTURE, made this 30th day of December A. D. 1940, between MAGDALEN M. DEDERICH of Racine, Wisconsin, party of the first part, and MEADOWBROOK GOLF CLUB, a Corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, located at Racine, Wisconsin, party of the second part,

WITNESSETH, That the said party of the first part, for and in consideration of the sum of One (\$1.00) Dollar and other good and valuable consideration to her in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, has given, granted, bargained, sold, remised, released, aliened, conveyed and confirmed, and by these presents does give, grant, bargain, sell, remise, release, alien, convey and confirm unto the said party of the second part, its successors and assigns forever, the following described real estate situated in the County of Racine and State of Wisconsin, to-wit:

A part of the Southeast One-Quarter (SE $\frac{1}{4}$) of Section One (1), Township Three (3) North, Range Twenty-two (22) East, and the Southwest One-Quarter (SW $\frac{1}{4}$) of Section Six (6), Township Three (3) North, Range Twenty-three (23) East, Town of Mt. Pleasant, Racine County, Wisconsin, described as follows: Begin at a point in the South line of Section One (1), Township Three (3) North, Range Twenty-two (22) East, which is One Hundred Forty-six and Two Tenths (146.2) feet West of the Southeast corner of said Section, being the center line of the Green Bay Road as now laid out; run thence North Fifteen Degrees Forty-five Minutes (15° 45') East along said center line Six Hundred Nine and Six Tenths (609.6) feet; thence South Seventy-four Degrees Fifteen Minutes (74° 15') East Thirty-three (33) feet to the Easterly line of said Green Bay Road; thence continue South Seventy-four Degrees Fifteen Minutes (74° 15') East Two Hundred Seventy (270) feet; thence North Fifteen Degrees Forty-five Minutes (15° 45') East Sixty (60) feet; thence North Seventy-four Degrees Fifteen Minutes (74° 15') West Two Hundred Seventy feet; thence North Fifteen Degrees Forty-five Minutes (15° 45') East along the Easterly line of the Green Bay Road Sixty (60) feet; thence South Seventy-four Degrees Fifteen Minutes (74° 15') East, Two Hundred Seventy (270) feet; thence North Fifteen Degrees Forty-five Minutes (15° 45') East Four Hundred Twenty (420) feet;

thence North Seventy-four Degrees Fifteen Minutes (74°15') West Two Hundred Seventy (270) feet to the Easterly line of the Green Bay Road; thence North Fifteen Degrees Forty-five Minutes (15°45') East along the Easterly line of said Green Bay Road One Hundred Twenty (120) feet; thence South Seventy-four Degrees Fifteen Minutes (74°15') East Two Hundred Seventy (270) feet; thence Northeasterly on a Fourteen Degree Twenty-four Minutes (14°24') curve, concave, Southeasterly Two Hundred Eighteen and Four Tenths (218.4) feet; this curve having a long cord of Two Hundred Eighteen (218) feet in length, and said long cord bears North Thirty-two Degrees Twenty-five Minutes (32°25') East; thence North Forty-seven Degrees Fifty-four Minutes (47°54') East, Six Hundred Twenty-two and Two Tenths (622.2) feet; thence North Forty-one Degrees Thirty-five Minutes (41°35') West, Three Hundred Three (303) feet to the center line of said Green Bay Road; thence Northerly along the center line of said Green Bay Road to a point that is North No Degrees Thirty-one Minutes (0°31') West Two Thousand One Hundred Fifty-seven and Seventy-two Hundredths (2157.72) feet North of a point in the South line of Section Six (6), Township Three (3) North, Range Twenty-three (23) East, which is Ten Hundred Seventy-two and Five Tenths (1072.5) feet East of the Southwest corner of said Section Six (6), thence South No Degrees Thirty-one Minutes (0°31') East Two Thousand One Hundred Fifty-seven and Seventy-two Hundredths (2157.72) feet to the South line of said Section Six (6); thence West along the South line of Section Six (6) Ten Hundred Seventy-two and Five Tenths (1072.5) feet to the Southwest corner of said Section; thence continuing West along the South line of Section One (1), Township Three (3), North Range Twenty-two (22) East, One Hundred Forty-six and Two Tenths (146.2) feet to the place of beginning. Subject to all unpaid taxes.

The above described property is subject to an easement for street purposes over the following described property:

Begin at a point One Hundred Forty-six and Two Tenths (146.2) feet West of the Southeast corner of the above said Section One (1); thence North Fifteen Degrees Forty-five Minutes (15°45') East Six Hundred Nine and Six Tenths (609.6) feet; thence South Seventy-four Degrees Fifteen Minutes (74°15') East Thirty-three (33) feet to the Easterly line of the Green Bay Road; thence North Fifteen Degrees Forty-five Minutes (15°45') East along said Easterly line Six Hundred (600) feet, which point is the beginning of this easement; thence South Seventy-four Degrees Fifteen Minutes (74°15') East Two Hundred Seventy (270) feet; thence North Fifteen Degrees Forty-five Minutes (15°45') East, Sixty (60) feet; thence North Seventy-four Degrees Fifteen Minutes (74°15') West Two Hundred Seventy (270) feet to the Easterly line of the Green Bay Road, thence Southerly on said Easterly line, Sixty (60) feet to the point of beginning. Also an easement Sixty (60) feet in width, the Westerly line of which is described as follows: Begin at a point One Hundred Forty-six and Two Tenths (146.2) feet West of the Southeast corner of above said Section One (1);

thence North Fifteen Degrees Forty-five Minutes ($15^{\circ}45'$) East, Six Hundred Nine and Six Tenths (609.6) feet; thence South Seventy-four Degrees Fifteen Minutes ($74^{\circ}15'$) East, Three Hundred Three (303) feet to the point of beginning of the above said Westerly line of said Sixty (60) foot easement; thence North Fifteen Degrees Forty-five Minutes ($15^{\circ}45'$) East, Six Hundred Sixty (660) feet; thence Northeasterly on a fourteen degree Twenty-four Minutes ($14^{\circ}24'$) curve, concave Southeasterly, Two Hundred Eighteen and Four Tenths (218.4) feet; this curve has a long cord of Two Hundred Eighteen (218) feet in length; and said long cord bears North Thirty-two Degrees Twenty-five Minutes ($32^{\circ}25'$) East; thence North Forty-seven Degrees Fifty-four Minutes ($47^{\circ}54'$) East, Six Hundred Twenty-two and Two Tenths (622.2) feet to the northern terminus of this line.

Consideration less than \$100.00.

The Westerly Two Hundred Seventy (270) feet of the above described property that fronts on the Green Bay Road is subject to the following restrictions:

RESTRICTIONS AND CONDITIONS

The conveyance of the above land is hereby made subject to certain restrictions and conditions set forth herein, which said restrictions and conditions shall run with the land and be a part of the consideration for the purchase thereof, and shall bind every subsequent vendee or owner thereof for the period of time expiring on the 1st day of January, A. D. 1955, said restrictions and conditions being as follows, to-wit:

- (1) No building shall be erected for other than dwelling purposes.
- (2) All dwellings shall be built not less than Thirty-five (35) feet from the front lot line and Twenty-five (25) feet from the side lot line on all corner lots.
- (3) No lot or building erected on any lot in said subdivision shall be purchased, owned, occupied, rented, or leased in any manner or wise by any person other than those of the Caucasian race. This condition, however, shall not apply to domestic servants who are employed by the owners or occupants of said buildings on said lots in said addition.
- (4) The grantors reserve the right to a seven and one-half ($7\frac{1}{2}$) foot easement on the rear of each and every lot in this subdivision for the purpose

of installation of sewer, water, gas, electricity and telephone service, and no building of any nature or description shall be erected or placed upon said land covered by this easement.

- (5) No signs or signboards of any kind or nature shall be placed or maintained on any of said Lots except the usual signs "For Sale", "For Rent", and "To Let".
- (6) All grantees or owners of said lots hereby expressly agree to sign without reservation, all petitions or papers necessary to secure the following improvements for said Subdivision or any part thereof, to-wit: Street and alley improvements, curbs, gutters, sidewalks sewers, water, telephone, electric light and gas service and to pay for such improvements when same are due and payable.
- (7) All grantees or owners of lots hereby expressly agree to join with the owners of all other lots in said subdivision to secure the creation of a sanitary district or lighting district under the laws of the State of Wisconsin, or to join with other grantees or owners in the organization and creation of a village which might affect this property.
- (8) The foregoing covenants and restrictions are created for the benefit and convenience of each and every lot owner in said subdivision, each of which shall be construed as running with the land and shall continue in force until the 1st day of January, 1955, and shall bind the parties hereto, their respective heirs, administrators, representatives and assigns and shall be enforceable by the owner of any lot in said subdivision either through an action in equity or suit for damages.
- (9) Any act or failure to act by the owner or any owner in said subdivision shall not be construed as the waiver of any of the restrictions or conditions herein.

Together with all and singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining; and all the estate, right, title, interest, claim or demand whatsoever, of the said party of the first part, either in law or equity, either in possession or expectancy of, in and to the above bargained premises, and their hereditaments and appurtenances:

TO HAVE AND TO HOLD the said premises as above described with the hereditaments and appurtenances, unto the said party of the second part, and to its successors and assigns FOREVER.

AND THE SAID MAGDALEN M. DEDERICH, party of the first

part, for herself, and her heirs, does covenant, grant, bargain and agree to and with the said party of the second part, its successors and assigns, that at the time of the ensembling and delivery of these presents, she is well seized of the premises above described, as of a good, sure, perfect, absolute and indefeasible estate of inheritance in the law, in fee simple, and that the same are free and clear from all incumbrances whatever, and that the above bargained premises in the quiet and peaceable possession of the said party of the second part, its successors and assigns, against all and every person or persons lawfully claiming the whole or any part thereof, she will forever WARRANT AND DEFEND.

IN WITNESS WHEREOF, the party of the first part has hereunto set her hand and seal this 30th day of December A. D. 1940.

Signed and Sealed
in Presence of:

Magdalen M. Dederich (SEAL)

Notary Public
Ferdinand M. Dederich

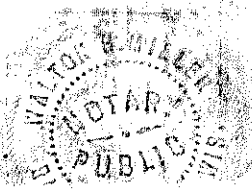
STATE OF WISCONSIN }
COUNTY OF RACINE } ss.

Personally came before me this 30th day of December A. D. 1940, MAGDALEN M. DEDERICH, to me known to be the person who executed the foregoing instrument, and acknowledged that she executed the same.

Notary Public

Notary Public, Racine County, Wisconsin.

My commission expires Jan. 11, 1942



448252

MAGDALEN M. DEDERICH,

to

MEADOWBROOK GOLF CLUB, a
Wisconsin Corporation,

WARRANTY DEED

Register's Office
Racine County, Wis.

Received for Record 30 of
December A. D. 1940 4:30
at Racine, Wis. and recorded in Volume 368
of Deeds, page 13-14-15-16-17

Louis J. Peterson
Register of Deeds

Magdalen M. Dederich
Deputy.

Magdalen M. Dederich
203

788106

EASEMENT

This Indenture, made by MEADOWBROOK TOWN AND COUNTRY CLUB, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, of Racine, Wisconsin, hereinafter referred to as Grantor, and RACINE COUNTY, a municipal corporation, of Racine County, Wisconsin, hereinafter referred to as Grantee;

W I T N E S S E T H :

That for and consideration of the sum of One (\$1.00) Dollar, receipt of which is hereby acknowledged, and further in consideration of the covenants and agreements hereinafter set forth, the Grantor does hereby convey to the Grantee a perpetual easement and right of way for the construction, maintenance, building and repairing of a tile drain for storm water purposes only on the lands described as follows:

All that part of the Northwest quarter (NW $\frac{1}{4}$) of Section 7, Township 3 North, Range 23 East, Racine County, Wisconsin, described as follows: Commencing at a point in the center line of the Milmine Road (C.T.H. "C") One hundred Twenty-nine and Seventy-six hundredths (129.76) feet East of the West line of said Section 7, as measured along the center line of said Milmine Road (C.T.H. "C"); run thence South 70° 09' East along the center line of said Milmine Road (C.T.H. "C") Ninety (90) feet; run thence North parallel with the West line of said Section 7, Two hundred Fifty-five and Forty-two hundredths (255.42) feet; run thence North 70° 09' West parallel with the center line of said Milmine Road (C.T.H. "C") Sixty-five (65) feet to the point of beginning; run thence North parallel with the West line of said Section 7, Fifty (50) feet; run thence North 70° 09' West parallel with the center line of said Milmine Road (C.T.H. "C") One hundred (100) feet; run thence South parallel with the West line of said Section 7, Fifty (50) feet; run thence South 70° 09' East parallel with the center line of said Milmine Road (C.T.H. "C") One hundred (100) feet to the point of beginning. Also Commencing at the intersection of the centerline of Milmine Road (C.T.H. "C") with the West line of said Section 7; run thence Easterly along the centerline of said Milmine Road (C.T.H. "C") 1,468 feet; run thence North 2° East 267.75 feet; run thence North

REC'D REC. CLERK, MAR. 10 1977 PAGE 1 DATED 2-5-77

78° 45' West 25 feet to the point of beginning; run thence North 56° 15' East 150 feet; run thence South 78° 45' East 50 feet; run thence South 56° 15' West 150 feet; run thence North 78° 45' West 50 feet to the point of beginning.

The easements intended to be covered hereby include two strips of land, one being 150 feet by 50 feet and the other being 100 feet by 50 feet.

It is understood and agreed that the easement Grantee, as part of the consideration for this conveyance of easement, shall maintain and construct the drain tile and catch basins so as in no way to hinder or prevent the normal use, as a golf course, of the subject tract and/or the surrounding area owned by the Grantor. In the event the normal use of the subject tract and/or the surrounding area is hindered or prevented in any way by virtue of excessive surface water or other causes created by the Grantee's use, then the Grantee shall be obligated to do whatever is necessary to make the tract and/or surrounding area suitable for normal use by the Grantor, as a golf course, at Grantee's sole cost and expense. It is further understood and agreed that the Grantor shall be the sole judge as to whether or not there is or has been a hinderance or prevention of normal use. In the event it becomes necessary to extend the drain tile to the natural creek running between the present 6th tee and green and along the present 7th fairway, to alleviate excessive surface water, the Grantee hereby agrees to do so at its sole cost and expense and the Grantor then agrees to extend the easement for that purpose.

It is further agreed that any damage to the sod or grass on the subject tract and/or surrounding area, created by the grantee's use, shall be repaired or replaced by the Grantee at its sole cost and expense.

It is further understood and agreed that upon Grantor's giving notice in writing by certified mail to the Grantee of any damage to the sod and/or grass, or presence of excessive water or other condition created by the Grantee's use, which in any way hinders or prevents Grantor's normal use, as a golf course, of the subject tract and/or surrounding area, Grantee shall, within a period of 3 weeks from receipt of said notice, correct, repair, replace or extend the tile as set forth above, to alleviate the condition. Upon Grantee's failure to correct, repair, replace or extend the tile to alleviate the condition, within the prescribed period, Grantor shall have the right to do or have done whatever is necessary, in its opinion, to correct the condition and Grantee agrees to assume and does hereby assume all liability for the payment of all of the costs and expenses whatsoever so incurred by the Grantor.

It is further agreed that the Grantee shall complete the installation of the drain tile and replace the land to the condition as it existed prior to the commencement of the construction, within a period not to exceed 3 weeks from the time construction is started.

It is further understood and agreed that Grantee shall in all instances when the condition of the subject tract and/or surrounding area is disturbed, by reason of construction or repairs, replace the said tract and/or surrounding area to its condition prior to the construction or repair.

It is further understood and agreed that the Grantor shall have the right to fully use and enjoy the subject tract, except as to the rights herein granted.

IN WITNESS WHEREOF, the said Grantor has caused these presents to be signed by Anker Christensen, its president, and countersigned by Harold J. Wilhelmsen, its secretary, at Racine, Wisconsin, and its corporate seal to be hereunto affixed, this 19th day of May, 1965.

MEADOWBROOK TOWN AND COUNTRY CLUB

By Anker Christensen
Anker Christensen, President

Signed and Sealed
in the Presence
of:

Countersigned:

James W. Lavin
Donald E. Jones

Harold J. Wilhelmsen
Harold J. Wilhelmsen, Secretary

STATE OF WISCONSIN)
: SS.
RACINE COUNTY)

Personally came before me, this _____ day of May, 1965, Anker Christensen, President, and Harold J. Wilhelmsen, 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 foregoing instrument as such officers as the deed of said Corporation, by its authority.

James W. Lavin
Notary Public, Racine County, Wis. ON
My Commission: Expires Sept. 1968



Register's Office
Racine County, Wis. } ss.
Received for Record 24th day of
May A.D. 1965 at 2:31
o'clock P. M. and recorded in Volume 863
of Records on page 151-154

Project 61-65 "C"
Parcel No. 73

Stanley F. Bialecki
Register of Deeds
- 4 - 4.00 Hwy. Dept.

AGREEMENT AMENDING EASEMENT OF MAY 19, 1965

THIS AGREEMENT, Made this 20th day of January,
A.D., 1971, by and between Meadowbrook Town and Country Club, a
corporation duly organized and existing under and by virtue of the
laws of the State of Wisconsin, of Racine, Wisconsin, and Racine
County, a municipal corporation, of Racine County, Wisconsin.

W I T N E S S E T H:

WHEREAS, an easement was granted Racine County to
Meadowbrook Town and Country Club dated the 19th day of May, 1965,
and recorded in Vol. 863, page 151, in the office of the Register
of Deeds, of Racine County, State of Wisconsin; and,

WHEREAS, by the terms of said easement Racine County was
granted a right-of-way for the construction, maintenance, building
and repairing, of a tile drain and catch basins for storm purposes
on the lands described as follows:

All that part of the Northwest quarter (NW $\frac{1}{4}$) of Section
7, Township 3 North, Range 23 East, Racine County, Wis-
consin, described as follows: Commencing at a point in
the center line of the Milmine Road (C.T.H. "C") One
hundred Twenty-nine and Seventy-six hundredths (129.76)
feet East of the West line of said Section 7, as measured
along the center line of said Milmine Road (C.T.H. "C");
run thence South 70° 09' East along the center line of
said Milmine Road (C.T.H. "C") Ninety (90) feet; run
thence North parallel with the West line of said Section
7, Two hundred Fifty-five and Forty-two hundredths
(255.42) feet; run thence North 70° 09' West parallel
with the center line of said Milmine Road (C.T.H. "C")
Sixty-five (65) feet to the point of beginning; run thence
North parallel with the West line of said Section 7, Fifty
(50) feet; run thence North 70° 09' West parallel with the
center line of said Milmine Road (C.T.H. "C") One hundred
(100) feet; run thence South parallel with the West line
of said Section 7, Fifty (50) feet; run thence South
70° 09' East parallel with the center line of said Milmine

Road (C.T.H. "C") One hundred (100) feet to the point of beginning. Also Commencing at the intersection of the centerline of Milmine Road (C.T.H. "C") with the West line of said Section 7; run thence Easterly along the centerline of said Milmine Road (C.T.H. "C") 1,468 feet; run thence North 2° East 267.75 feet; run thence North $78^{\circ} 45'$ West 25 feet to the point of beginning; run thence North $56^{\circ} 15'$ East 150 feet; run thence South $78^{\circ} 45'$ East 50 feet; run thence South $56^{\circ} 15'$ West 150 feet; run thence North $78^{\circ} 45'$ West 50 feet to the point of beginning.

The easements intended to be covered hereby include two strips of land, one being 150 feet by 50 feet and the other being 100 feet by 50 feet.

WHEREAS, under the terms of said easement Racine County assumed certain obligations and liability in consideration of receiving said easement for catch basins and tile drain from Meadowbrook Town and Country Club.

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties agree as follows:

In consideration of the payment of \$8000.00 by Racine County to Meadowbrook Town and Country Club, Racine County is hereby relieved and released forever from any further maintenance construction, building and repairing of a tile drain or damages resulting thereof on the property of Meadowbrook Town and Country Club, except Racine County shall continue to maintain and keep in repair two (2) catch basins and tile drains to the catch basins in the property described above and the easements to these catch basins shall continue in force in accordance with the original agreement.

RACINE COUNTY

In the presence of:

James T. McKeon
Alma Smith

By Richard E. LaFave
Richard E. LaFave, Chairman of the
Racine County Board

By James A. Fay
James A. Fay,
County Clerk

STATE OF WISCONSIN)
RACINE COUNTY) ss..

Personally came before me, this 20th day of January,
1971, Richard E. LaFave, Chairman of the Racine County Board, and
James A. Fay, County Clerk, of the above-named municipal corporation,
to me known to be the persons who executed the foregoing instrument,
and to me known to be such Chairman and County Clerk of said
municipal corporation, and acknowledged that they executed the
foregoing instrument as such officers as the deed of said municipal
corporation, by its authority.

Alma Smith
Notary Public, Racine County, Wis.
My Commission: 12/13/68

MEADOWBROOK TOWN AND COUNTRY CLUB

In the presence of:

[Signature]
[Signature]

By [Signature]
Fred Venturelli, President

By [Signature]
Dino Demopoulos, Treasurer

STATE OF WISCONSIN)
RACINE COUNTY) ss.

Personally came before me, this 20 day of January, 1971, Fred Venturelli, President, and Dino Demopoulos, Treasurer 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 Treasurer of said Corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said Corporation, by its authority.

[Signature]

Notary Public, Racine County, Wis.
My Commission: August 28 1974



878401

Register's Office)
Racine County, Wis.) ss.
Received for Record 5th day of February, A.D. 1971 at 2:40 P.M. and recorded in Volume 1077 on page 64

[Signature]
Notary Public

N/C

FOR AND IN CONSIDERATION of the sum of one dollar (\$1.00) to it paid, the receipt whereof is hereby acknowledged, MEADOWBROOK TOWN AND COUNTRY CLUB, a Wisconsin Corporation, grantor, does hereby give and grant to

WISCONSIN ELECTRIC POWER COMPANY,

grantee, its successors and assigns, the right, permission and authority to construct, install, operate, maintain and replace conduit and cables underground 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, ~~XXXX~~ in and under

a strip of land 10 feet in width and being a part of the grantor's premises in the Southwest $\frac{1}{4}$ of Section 6 and the Northwest $\frac{1}{4}$ of Section 7, all in Township 3 North, Range 23 East, and the Northeast $\frac{1}{4}$ of Section 12, Township 3 North, Range 22 East, Town of Mt. Pleasant, Racine County, Wisconsin; said premises being more particularly described in that certain Warranty Deed recorded in the Office of the Register of Deeds for Racine County, Wisconsin, in Volume 540 of Deeds, on Pages 210 through 214, as Document No. 596525.

The location of the said easement strip with respect to the premises of the grantor is as shown on the drawing attached hereto, marked Exhibit "A" and made a part hereof.

In the event that the grantor, its successors and assigns, requires the relocation of the above-mentioned underground electrical facilities due to said equipment being in the way of building construction, roads and or driveways, the grantee will relocate the same at its expense, upon reasonable written notice, provided however, that the grantor, its successors and assigns, provides a suitable alternate location for said facilities with all necessary easement rights for their construction and maintenance at the new location.

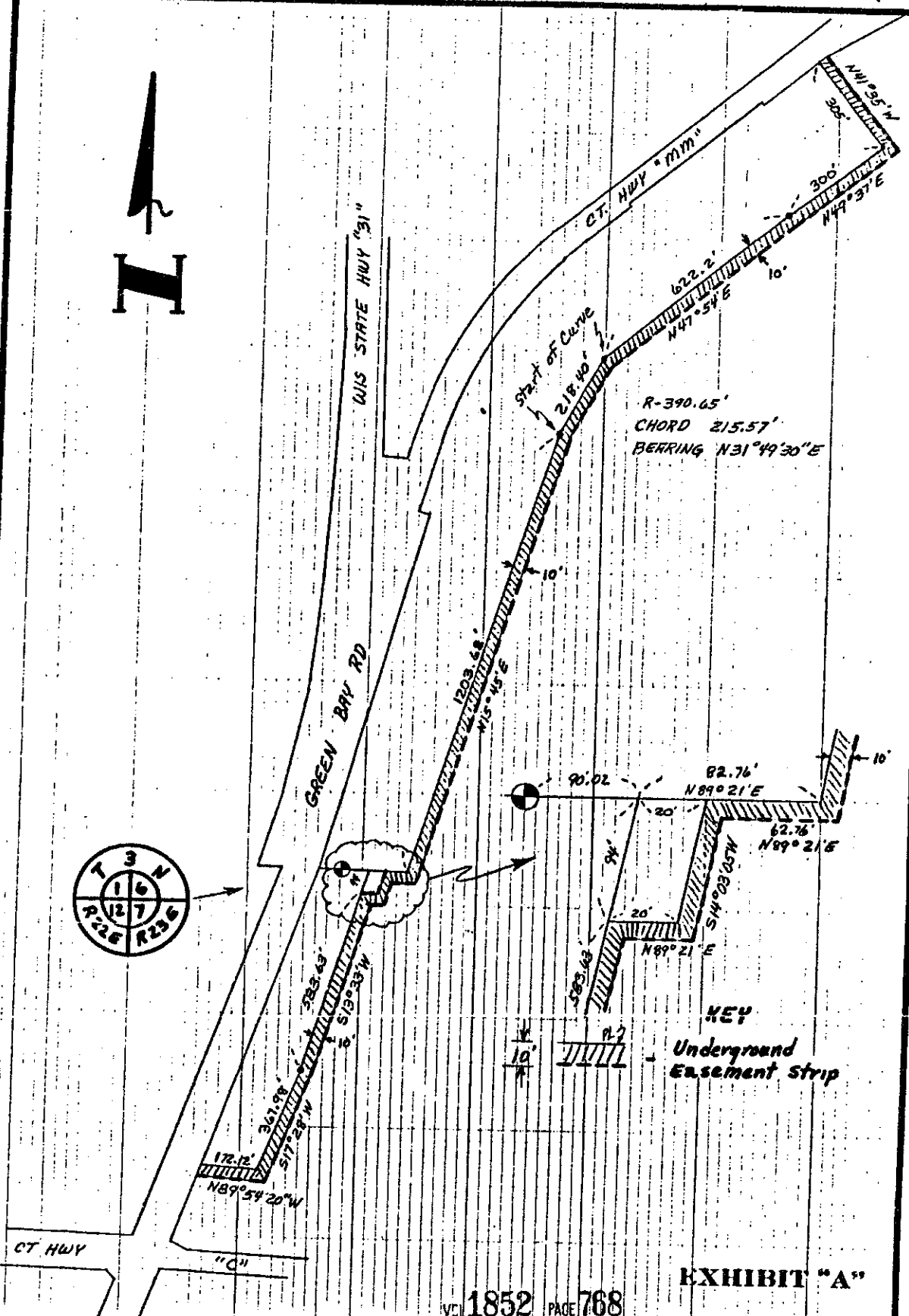
The grantee and its agents shall have the right to enter the premises of the grantor for the purpose of exercising the rights herein acquired but the grantee agrees to either restore the premises of the grantor damaged during the initial installation of the grantee's facilities or during subsequent repair or maintenance of grantee's facilities, as nearly as is reasonably possible to the condition existing prior to such entry by grantee, or at the option of the grantor, grantee agrees to reimburse grantor for the restoration of grantor's property by the grantor or its contractor. The calculation of said reimbursement of damages shall be made by an independent landscape contractor acceptable to both parties.

In consideration of the foregoing grant, it is understood that during the time said underground electrical facilities are located on the premises of the grantor pursuant to this grant, Wisconsin Electric Power Company will indemnify and save the grantor, its successors and assigns, harmless from any and all claims for injury or death to any person or for damage to property of any person arising out of the installation and maintenance of the aforesaid facilities; excepting, however, any claims or actions arising out of negligence or willful acts on the part of grantor, its successors and assigns, employees, agents and invitees.

The grantee further agrees to pay for all costs of repairing and/or restoring the existing roadway leading to the main building, if the same is damaged in any way, including settling, within a three year period, by virtue of the installation. This shall include any portion of the roadway whether part of MEADOWBROOK TOWN AND COUNTRY CLUB property, or not.

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

Pt 008-03-23-06-106-000
 " 008-03-23-06-102-000
 " 008-03-23-06-100-000
 " 008-03-23-07-012-000
 " 008-03-22-12-002-000



KEY

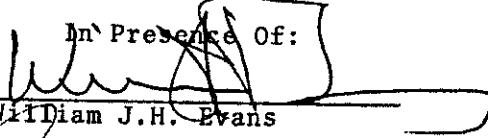
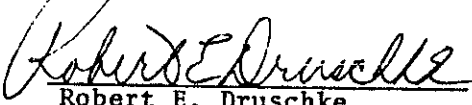
 Underground Easement Strip

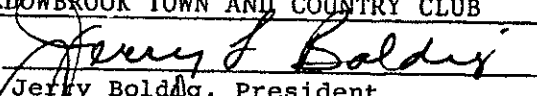
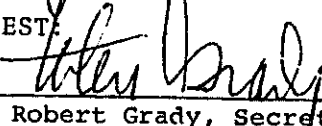
EXHIBIT "A"

1852 PAGE 768

REVISIONS	WISCONSIN ELECTRIC POWER COMPANY	DRAWN BY <i>Jim Larson</i>
	Proposed U.G. Easement On Meadow Brook Town & Country Club for Feeder X48351 Racine County, Wisconsin	CHECKED BY
		APPROVED BY
		SCALE: None
		DATE JUN 6, 1981
		IDO 563462-2A

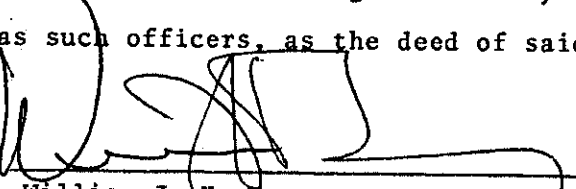
IN WITNESS WHEREOF, the said MEADOWBROOK TOWN AND COUNTRY CLUB has caused these presents to be executed on its behalf by its President _____ and attested to by its Secretary _____, and its corporate seal hereunto affixed this 28 day of January, 19 87.

In Presence Of:

William J. H. Evans

Robert E. Druschke

MEADOWBROOK TOWN AND COUNTRY CLUB
By: 
Jerry Boldig, President
ATTEST:
By: 
Robert Grady, Secretary

STATE OF WISCONSIN) :SS
Racine COUNTY)

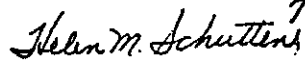
Personally came before me this 28 day of January, 19 87,
Jerry Boldig, President and
Robert Grady, Secretary of the
above named corporation, to me known to be the persons who executed the
foregoing instrument and to me known to be such President and
Secretary of said corporation, and acknowledged that they
executed the foregoing instrument as such officers, as the deed of said
corporation, by its authority.


William J. H. Evans
Notary Public Racine Co., WI

My commission expires permanent

I.D.O. 563462-2A

This instrument was drafted by Robert G. Sanford on behalf of Wisconsin Electric Power Company.

Register's Office } SS
Racine County, Wis. } 18th day of
Received for Record March A.D. 19 87 at 11:13
o'clock A. M. and recorded in Volume 1852
of Records on page 767-
769

Helen M. Schuttens
Register of Deeds

1299406

Register's Office
Racine County, Wis. } SS
Received for Record 18th day of
December A.D. 1989 at 11:21
o'clock P. M. and recorded in Volume 1993
of Records on page 428
429

GRANT OF EASEMENT

Helen M. Schuttler
Register of Deeds

This Grant of Easement executed this 15th day of December, 1989, from Meadowbrook Country Club, Inc., a Wisconsin Corporation, herein called "Grantor" to the Racine Water Utility, a Municipal Corporation, herein called "Grantee".

WITNESSETH:

For a valuable consideration, grantor conveys to grantee, its successors and assigns, a permanent easement and right of way, including the perpetual right to enter upon the real estate at any time, and construct, maintain, use and repair underground pipe lines and mains for the purpose of conveying water across, through and under the real estate, together with the right to excavate and refill for the location of the pipe lines and mains, and the further right to remove trees, bushes, undergrowth and other obstructions interfering with the location, construction, use and maintenance of the pipe lines and mains.

Grantee agrees to restore the premises, as nearly as possible, to the condition thereof prior to any entry, or exercise of any rights granted hereunder, by Grantee, provided, however, that Grantee shall not be obligated to replant or restore any trees, shrubs or other obstructions removed by it in the reasonable exercise of its rights under this Easement.

The real estate affected by the grant of this permanent easement and right of way is described as follows:

EASEMENT #1

DESCRIPTION OF THE CENTERLINE OF A 20 FOOT WIDE WATERMAIN EASEMENT

That part of the Southwest 1/4 of Section 6, Township 3 North, Range 23 East, in the Town of Mt. Pleasant, Racine county, Wisconsin, described as follows:
Commence at a standard Racine County monument marking the Southwest corner of said Section 6; run thence N87°58'11"E 204.46 feet along the South line of said Section; thence N01°45'24"E 110.40 feet to the point of beginning of the following described centerline of a 20-foot wide watermain easement; run thence N10°45'24"E 227.04 feet; thence N14°43'20"E 885.11 feet; thence N41°02'26"E 260.51 feet; thence N45°50'14"E 644.52 feet; thence N80°31'24"E 455.82 feet; thence N24°31'24"E 22.00 feet to the point of terminus of said centerline.

74 008-03-23-06-100-000

74 008-03-23-06-106-000

Ret- William Knudsen
227 City Hall Annex
800 Center St
Racine WI 53403

VOL 1993 PAGE 428

6943 12 18

600-1

EASEMENT #2

DESCRIPTION OF THE CENTERLINE OF A 20 FOOT WIDE
ACCESS EASEMENT TO WATERMAIN


That part of the Southwest 1/4 of Section 6, Township 3 North, Range 23 East in the Town of Mt. Pleasant, Racine County, Wisconsin, described as follows:
Commence at a standard Racine County monument marking the Southwest corner of said Section 6; run thence N87°58'11"E 204.46 feet along the South line of said Section; thence N01°45'24"E 110.40 feet; thence N10°45'24"E 227.04 feet; thence N14°43'20"E 885.11 feet; thence N41°02'26"E 360.51 feet; thence N45°50'14"E 644.52 feet; thence N80°31'24"E 201.66 feet to the point of beginning of the following described centerline of a 20-foot wide access easement to the watermain; run thence N23°17'11"E 221.83 feet to the Southerly line of an existing parking lot and the point of terminus of said centerline.

Grantor warrants that grantor has title to the real estate in fee simple and free and clear of encumbrances, except those presently of record, and will warrant and defend the title.

This Easement shall be binding on and/or inure to the benefit of Grantor, its successors and assigns and of Grantee and its successors.

Grantor does hereby relinquish title to the 8" water main and pipe running under Easement #1, to the Grantee, in consideration for Grantee's agreement to forever maintain, repair and replace (if necessary) the said underground water main and pipe.

Signed and Sealed this 15th day of December, 1989.



Roy R. Hagen, President (Seal)

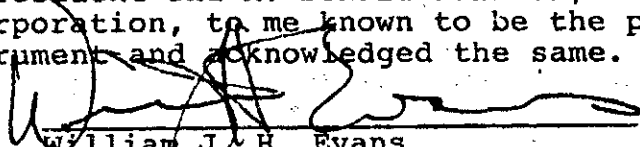


M. Donald Johnson, Secretary (Seal)

State of Wisconsin
Racine County

SS

Personally came before me, this 15th day of December, 1989, the above named Roy R. Hagen, President and M. Donald Johnson, Secretary of the above named Corporation, to me known to be the persons who executed the foregoing instrument and acknowledged the same.



William J. H. Evans
Notary Public
Racine County, Wisconsin
My Commission is permanent

1993 PAGE 429

This instrument was drafted by
William J. H. Evans

Document Number

Document Title

REGISTER'S OFFICE
RACINE COUNTY, WI

RECORDED

2001 DEC 11 PH 2:01

MARK A. LADD
REGISTER OF DEEDS

VOL 3317
PAGE 121-124

THIS INDENTURE made this 8th day of December, 2001, between MEADOWBROOK TOWN & COUNTRY CLUB, party of the first part, and TOWN OF MT. PLEASANT, Racine County, Wisconsin, a quasi-municipal corporation duly existing under and by virtue of the laws of the State of Wisconsin, party of the second part.

W I T N E S S E T H :

That for and in consideration of the sum of \$1.00 and other good and valuable consideration in hand paid, the receipt of which is hereby acknowledged, the party of the first part has this day bargained and sold and by these presents does bargain, sell, convey, transfer and deliver unto the party of the second part, its successors and assigns forever, a permanent easement and right of way and a temporary easement during the period of construction, including the perpetual right to enter upon the real estate hereinafter described at any time that it may see fit, and construct, maintain, use and repair underground pipe lines and particularly a force main for the purpose of conveying sewage across, through and under the real estate hereinafter described, together with the right to excavate and refill ditches and/or trenches for the location of said pipe lines and force main, and the further right to remove trees, bushes, undergrowth and other obstructions interfering with the location, construction, use and maintenance of said underground pipe lines and force main.

The real estate affected by this grant of permanent easement and right of way is located in the Town of Mt. Pleasant, County of Racine and State of Wisconsin, and is more particularly described as follows:

See attached Exhibit "A"

The real estate affected by the grant of this temporary easement covers land adjacent to the above-described permanent easement and right of way as may be required during the period of construction.

TO HAVE AND TO HOLD said permanent easement and right of way to the party of the second part and unto its successors and assigns forever.

Party of the first part for itself and for its successors and assigns, does hereby covenant with the party of the second part, its successors and assigns forever, that it is lawfully seized and possessed of the real estate above described and that it has good and lawful right to convey it or any part thereof and that it is free from all encumbrances.

17-

Recording Area

Name and Return Address

Dye, Foley, Krohn & Shannon
Box #480

008-03-23-07-012-000
Parcel Identification No. (PIN)

IN WITNESS WHEREOF, the party of the first part has hereunto set its hand and seal on the day and year first above written.

MEADOWBROOK TOWN & COUNTRY CLUB

By: Gary R. Gayhart - President

Attest: Lee Sucharda

STATE OF WISCONSIN)
) SS
 COUNTY OF RACINE)

Personally came before me this 8th day of December, 2001, the above-named Gary R. Gayhart and Lee Sucharda to me known to be the persons who executed the foregoing instrument and acknowledged the same they being duly authorized so to do on behalf of Meadowbrook Town & Country Club.

Robert H. Purdy
 Notary Public, Racine County, Wisconsin
 My commission is permanent/expires: 3/27/05

This instrument was drafted by:

William E. Dye, Esq.
 1300 So. Green Bay Road
 P.O. Box 081518
 Racine, Wisconsin 53408-1518
 Wisconsin State Bar #1006058

**FORCE MAIN EASEMENT DESCRIPTION
TOWN OF MT. PLEASANT
RACINE COUNTY, WISCONSIN**

**MEADOWBROOK TOWN & COUNTRY CLUB
2149 NORTH GREEN BAY ROAD
RACINE, WI 53405**

PARCEL NO. 008-03-23-07-012-000

**VOL PAGE
3317 123**

Part of the Northwest 1/4 of the Northwest 1/4 of Section 7, Town 3 North, Range 23 East, in the Town of Mt. Pleasant, Racine County, Wisconsin; described as:

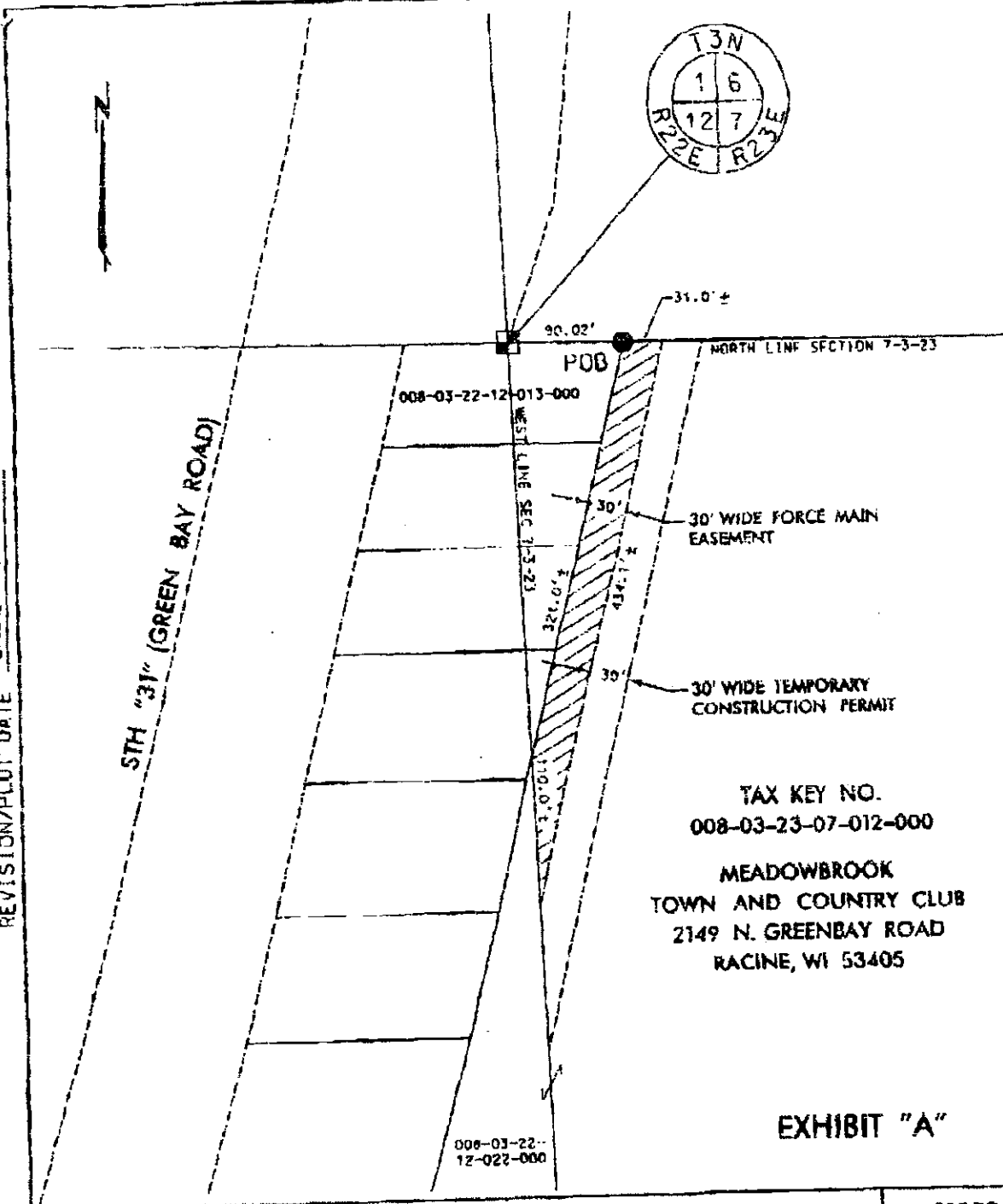
Commencing at the Northwest corner of said Section 7; thence East along the North section line, 90.02 feet to the Northwest corner of Grantor's property and the point of beginning; thence Southwesterly along the West line of Grantor's property, 321 feet more or less to the intersection with the West line of Section 7; thence South along the West line of Section 7, 110 feet more or less to a point located 30 feet east (measured at a right angle) of Grantor's West property line; thence Northeasterly along a line parallel to and 30 feet east of the West line of said Grantor's lot, 434.7 feet more or less to the North line of Section 7; thence West along the North line of Section 7, 31.0 feet more or less to the point of beginning. Containing 0.263 acres more or less.

Also, a 30 foot wide temporary construction permit located adjacent to and East of the above described permanent easement.

CRISPELL-SNYDER, INC.
CONSULTING ENGINEERS
P.N. 01255
November 16, 2001

EXHIBIT "A"

REVISION/PLOT DATE EASEMENTS-DGN 11-16-01 GT



VOL PAGE
3317 124

TAX KEY NO.
008-03-23-07-012-000

MEADOWBROOK
TOWN AND COUNTRY CLUB
2149 N. GREENBAY ROAD
RACINE, WI 53405

EXHIBIT "A"

MEADOWBROOK FORCE MAIN RELAY

01258



CRISPELL-SNYDER, INC.
CONSULTING ENGINEERS
LAWY CORP. #1 12623488-9600
RACINE #1 12623488-0000 GREENBAY #1 12621458-5513

LOCATION: TOWN OF MOUNT PLEASANT
RACINE COUNTY, WISCONSIN
SCALE: 1"=100' DATE: NOVEMBER 16, 200
DRAWN BY: G. THOMPSON

DOCUMENT #

1693917

Document Number

Document Title

REGISTER'S OFFICE
RACINE COUNTY, WI

RECORDED

59 JUL 21 AM 10:24

MARK A. LADD
REGISTER OF DEEDS

2941
PAGE
579-585

FEDERAL AVIATION ADMINISTRATION LAND LEASE

22

Recording Area

Name and Return Address

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
GREAT LAKES REGION, AGL-56
2300 EAST DEVON AVENUE
DES PLAINES, ILL 60019-9398

Pt 008.03.23.06.106.000

2-3-20-37-40-51

Parcel Identification Number (PIN)

LEASE

Between

Meadowbrook Country Club

and

THE UNITED STATES OF AMERICA

Prepared By: Federal Aviation Administration, Real Estate and Utilities Team, AGL-56
2300 E. Devon Avenue, Des Plaines, IL 60018

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clauses, legal description, etc. may be placed on this first page of the document or may be placed on additional pages of the document. Note: Use of this cover page adds one page to your document and \$2.00 to the recording fee. Wisconsin Statutes, 59.517. WRDA 2/96

ROD/009