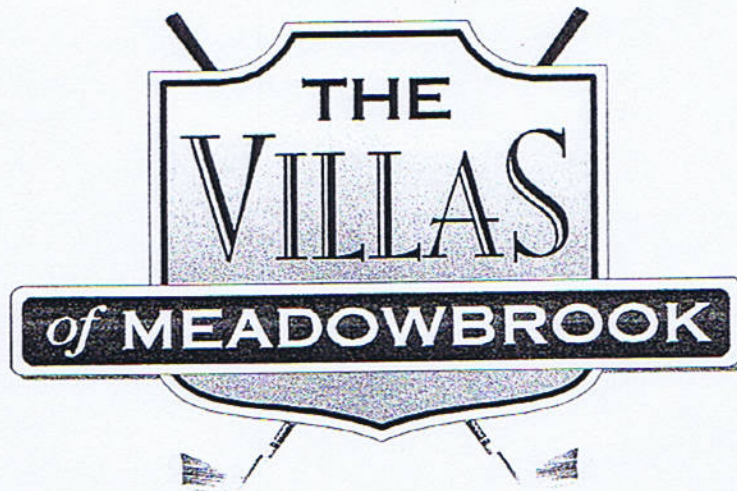


Condominium Disclosure Materials



The Villas of Meadowbrook

Mount Pleasant, Wisconsin

Declarant
Meadowbrook Investors, LLC
2211 10th Ave., Ste B
South Milwaukee, WI 53172

**DISCLOSURE MATERIALS
THE VILLAS OF MEADOWBROOK CONDOMINIUMS, INC.
MOUNT PLEASANT, WISCONSIN**

Declarant: Meadowbrook Investors, LLC, by Gerald Klamrowski, Member

Agent: Gerald Klamrowski

Unit Location: Mount Pleasant, Racine County, Wisconsin

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

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

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

**DISCLOSURE MATERIALS
INDEX**

**THE VILLAS OF MEADOWBROOK CONDOMINIUMS, INC.
MOUNT PLEASANT, WISCONSIN**

Declarant: Meadowbrook Investors, LLC, by Gerald Klamrowski, Member

Agent: Gerald Klamrowski

Unit Location: Mount Pleasant, Racine County, Wisconsin

1. **DECLARATION OF CONDOMINIUM FOR THE VILLAS OF MEADOWBROOK CONDOMINIUMS, INC.**
2. **BY-LAWS OF THE VILLAS OF MEADOWBROOK OWNERS ASSOCIATION**
3. **ARTICLES OF INCORPORATION OF THE VILLAS OF MEADOWBROOK CONDOMINIUMS, INC.**
4. **ESTIMATED OPERATING BUDGET**
5. **CONDOMINIUM PLAT**

Document Number

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

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

(Parcel Identification Number)

TABLE OF CONTENTS

SECTION I	DEFINITIONS	1
1.1	Defined Terms	1
SECTION II	ASSOCIATION OF UNIT OWNERS	4
2.1	Membership, Duties and Obligations	4
2.2	Voting Rights	4
2.3	Declarant's Right to Vote	4
2.4	Architectural Control Committee	4
SECTION III	DESCRIPTION	5
3.1	Description of Buildings	5
3.2	Description of Units	5
3.3	Limited Common Elements	6
3.4	General Common Elements	6
3.5	Declarant's Right to Change Plans	7
SECTION IV	ALLOCATED INTERESTS	7
4.1	Allocated Interest	7
SECTION V	MAINTENANCE, ALTERATION AND IMPROVEMENT OF CONDOMINIUM	7
5.1	Responsibility of Unit Owners	7
5.2	Responsibility of Association	8
5.3	Repair and Replacement Standards	9
5.4	Alterations to Unit	9
5.5	Exterior Alterations	9
5.6	Damage to Units and to Common Elements	9
SECTION VI	COMMON EXPENSES, ASSESSMENTS AND TAXES	10
6.1	Common Expenses	10
6.2	Payment of Assessments	10
6.3	Assessment for Common Expenses	11
6.4	Purchaser of Unit	11
6.5	Enforcement of Lien	11
6.6	Real Estate Taxes	11
6.7	Sewer Charges	11
SECTION VII	USE OF CONDOMINIUM	12
7.1	Use of Common Elements Other Than Limited Common Elements	12
7.2	Use of Limited Common Elements	12

SECTION VIII	RESTRICTIONS ON USE, OCCUPANCY AND TRANSFER	12
8.1	Limitations	12
8.2	Declarant's Right to Transfer	12
8.3	Unit Owner's Restrictions on Leasing	12
8.4	Unit Owner's Use of Unit as an Office	13
8.5	Unlawful Use of Condominium or Unit	13
8.6	Unit Owners Restrictions on Use of Unit, Limited Common Elements and General Common Elements	14
8.7	Animal Restrictions	15
8.8	Unit Owners Restriction on Limited Common and General Common Area Parking	15
SECTION IX	REPAIR OR RECONSTRUCTION	15
9.1	Repair or Reconstruction of Condominium	15
9.2	Eminent Domain	16
9.3	Association as Designated Agent	16
SECTION X	EASEMENTS AND ENCROACHMENTS	17
10.1	Utility Easements	17
10.2	Construction Easement	17
10.3	Easement to Facilitate Sales	17
10.4	Support Easement	18
10.5	Common Elements Easement	18
10.6	Unit Owner's Grant of Easement	18
10.7	Access Easements	19
10.8	Binding Effect	19
10.9	Encroachments	19
SECTION XI	MORTGAGES	19
11.1	Separate Mortgages of Units	19
11.2	Mortgagees	19
11.3	Roster of Mortgagees	20
11.4	Liens	20
11.5	Mortgagee in Possession	20
11.6	Rights of Mortgagees	20
11.7	Restrictions on Actions of Association	21
11.8	Application and Effect	21
11.9	Amendment to Declaration	22
11.10	Priority of First Mortgagees	22
SECTION XII	INSURANCE	22
12.1	Insurance	22
12.2	Proceeds of Insurance	22
12.3	Public Liability Insurance	23

12.4	Fidelity Bonds	23
12.5	Separate Insurance	23
SECTION XIII	PROHIBITION ON PARTITION OF COMMON ELEMENTS	23
13.1	Partition of Common Elements	23
SECTION XIV	DISCLAIMER OF LIABILITY OF ASSOCIATION	23
14.1	Disclaimer	23
14.2	Parking Areas	24
SECTION XV	AMENDMENT TO DECLARATION	24
15.1	Amendment	24
15.2	Special Amendments	24
SECTION XVI	TERMINATION OF CONDOMINIUM	25
16.1	Termination of the Condominium	25
SECTION XVII	ADDITIONAL PROVISIONS	25
17.1	Rights of Action	25
17.2	Waiver	25
17.3	Severability	25
17.4	Captions	25
17.5	No Obligations	26
17.6	Number and Gender	26
17.7	Registered Agent	26
EXHIBIT A	27
EXHIBIT B	28

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 mortgages 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.

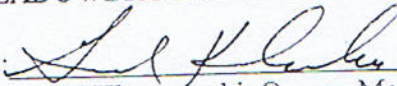
17.5 **No Obligations.** Nothing contained in the Condominium Documents shall be deemed to impose upon the Declarant or its successors or assigns any obligations of any nature to build, renovate or provide any improvements except to the extent required by the Act.

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.

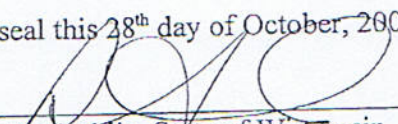
MEADOWBROOK INVESTORS, LLC

By: 
Gerald Klamrowski, Owner, Member

STATE OF WISCONSIN)
)SS
COUNTY OF Waukesha)

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.


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

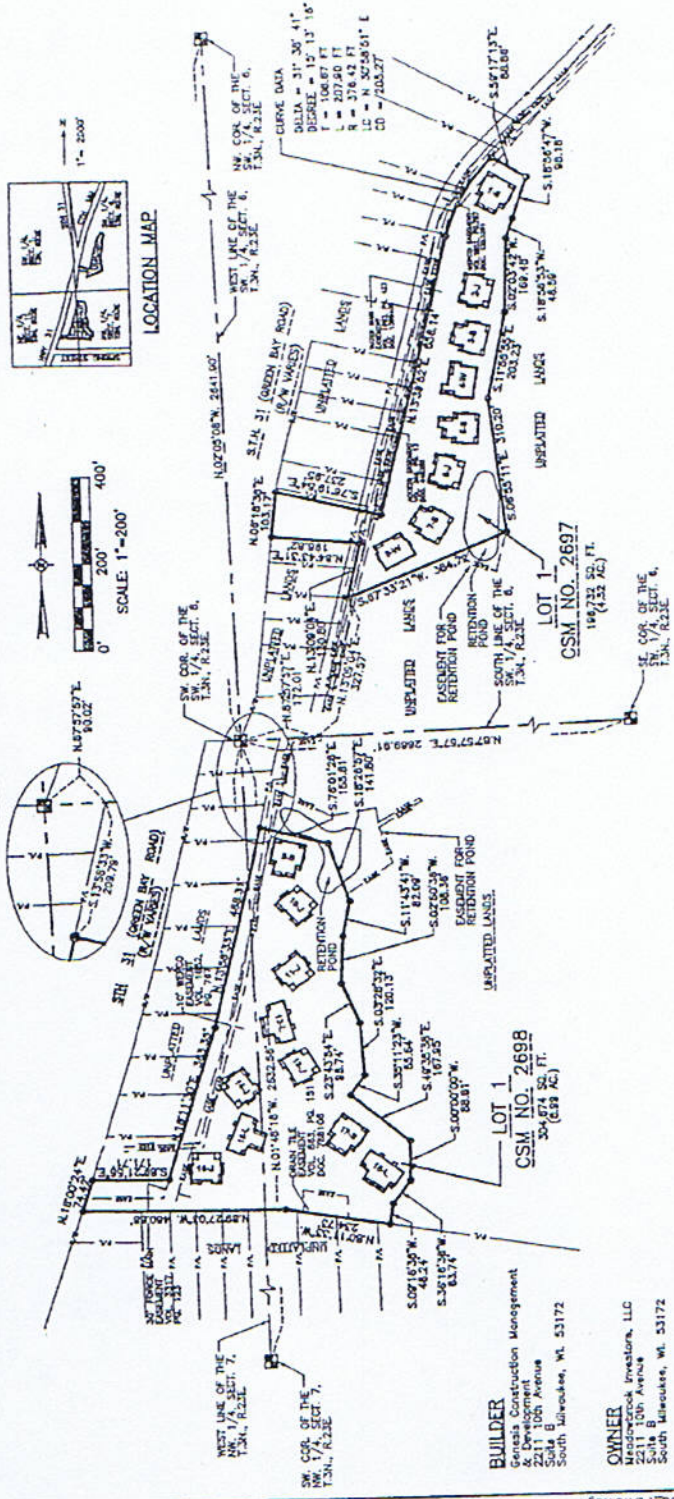
This document was drafted by:
Peter W. McCombs, Esq.
MURN & MARTIN, S.C.
W229-N1792 Amber Lane
Waukesha, Wisconsin 53186

Exhibit A
Condominium Plat

See Attached

THE VILLAGES OF MEADOWBROOK CONDOMINIUMS, INC.

RACINE COUNTY, WISCONSIN



BUILDER
 Genesis Construction Management
 2nd Floor
 2111 10th Avenue
 Suite B
 South Milwaukee, WI 53172

OWNER
 Meadowbrook Investors, LLC
 2111 10th Avenue
 South Milwaukee, WI 53172

REFERENCE BEARING
 All bearings are referenced to the south line of the Southwest 1/4 of Section 6, T.3N., R.2E., which bears N87°57'57.7"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 Records in Volume 100, Page 23 East, in the Village of Mount Pleasant, Racine County, Wisconsin.
 Containing 301,408 square feet (11.51 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 this survey is an accurate representation of the actual conditions and the location of the proposed building upon said property.

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

Burt J. Naumann
 Registration No. 3-1850
 Date



**GRAFF
 ANHALT
 SCHLOEMER**
 400 North Park Avenue, Suite 403
 Racine, WI 53405
 SHEET 1 OF 19

0 4 8 16
 FEET
 SCALE

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

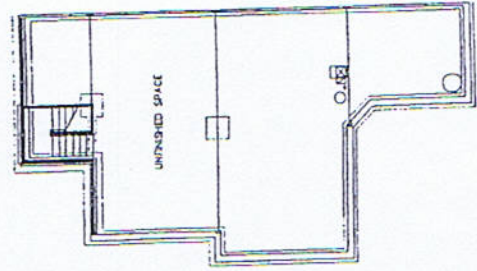
Units Unit Level Dimensions and Area are shown on the attached site plan. All dimensions are approximate and may vary slightly from actual dimensions as shown on the construction drawings. Drawing herein are not a representation of the construction. Drawing is for informational purposes only and shall not be used for any other purpose.

21 JUNE 2005
 JOHN BROWN ARCHITECT

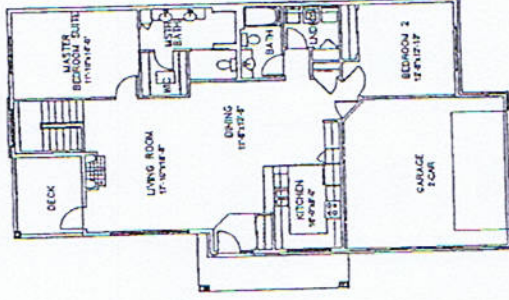
CONTRACT NO. 2005-16
 Design prepared by J.B. Brown
 or one of his associates and/or
 design staff, unless otherwise
 designated by the architect.

(BLDG 2, UNIT #3)

JUNIPER
 LOWER LEVEL



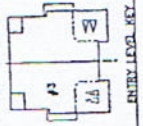
JUNIPER
 ENTRY LEVEL



UNIT SQUARE FOOTAGE = 1,537 sq. ft.



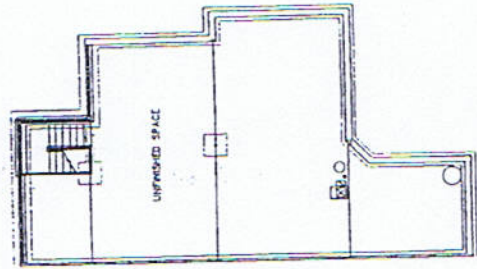
BASMENT LEVEL KEY



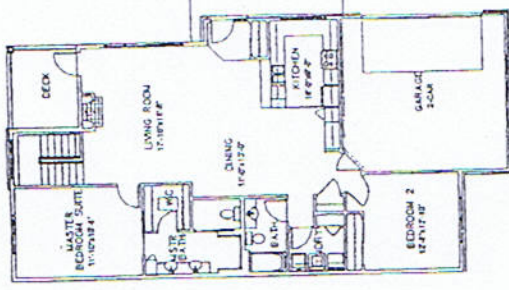
ENTRY LEVEL KEY

(BLDG 2, UNIT #4)

JUNIPER
 LOWER LEVEL



JUNIPER
 ENTRY LEVEL



UNIT SQUARE FOOTAGE = 1,537 sq. ft.



BASMENT LEVEL KEY



ENTRY LEVEL KEY

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



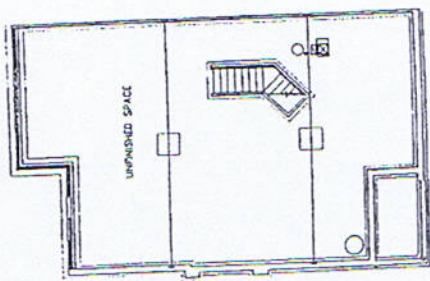
SECTION 200 - Drawings and specifications shall be subject to change without notice. The contractor shall be responsible for obtaining all necessary permits and approvals. The contractor shall be responsible for obtaining all necessary permits and approvals. The contractor shall be responsible for obtaining all necessary permits and approvals.

Units with special dimensions and areas are shown with dashed lines. Units shall represent final building conditions and construction. Some-where indicated, areas shown on floor plan drawings may not apply from location to location as detailed in the construction drawings. Drawings herein shown are the architect's representation of the construction drawings. The architect shall be responsible for obtaining all necessary permits and approvals. The contractor shall be responsible for obtaining all necessary permits and approvals. The contractor shall be responsible for obtaining all necessary permits and approvals.

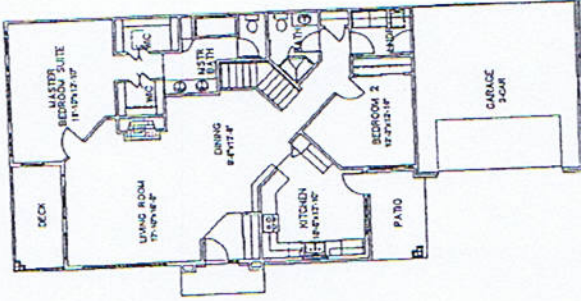
11-JUN-2003
 JOHN STAMON ARCHITECT, ARCHITECT

(BLDG 3, UNIT #6)

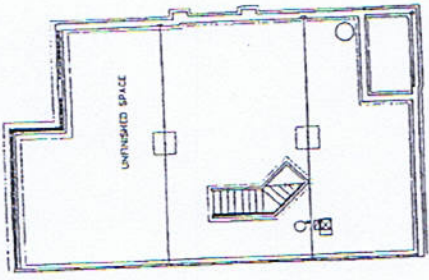
SPRUCE LOWER LEVEL



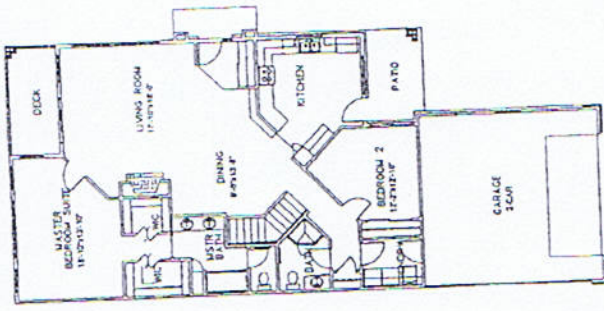
SPRUCE ENTRY LEVEL



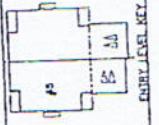
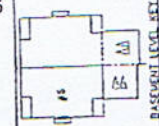
SPRUCE LOWER LEVEL



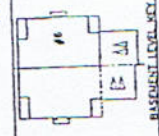
SPRUCE ENTRY LEVEL



UNIT SQUARE FOOTAGE = 1,686 sq. ft.



UNIT SQUARE FOOTAGE = 1,686 sq. ft.



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

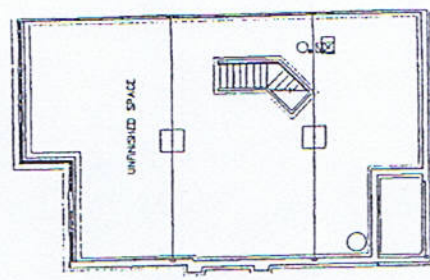


CONSTRUCTION - Drawings and Specifications are prepared by U.S. Design Group, Inc. and are intended to be used for the construction of the project. The drawings and specifications are subject to change without notice and are not to be used for any other purpose. The drawings and specifications are not to be used for any other purpose. The drawings and specifications are not to be used for any other purpose.

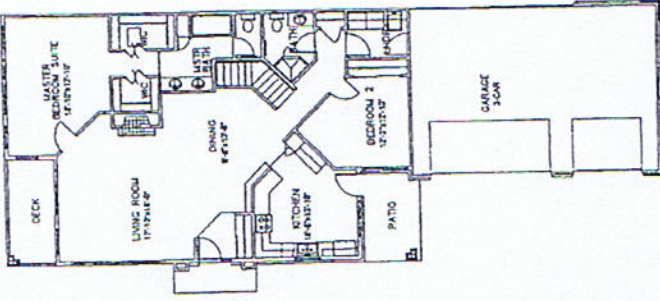
21 JAN 2000
 JOHN BROWN ENGINEER ARCHITECT

(BLDG 5, UNIT #9)

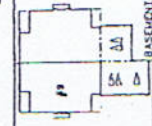
SPRUCE LOWER LEVEL



SPRUCE ENTRY LEVEL



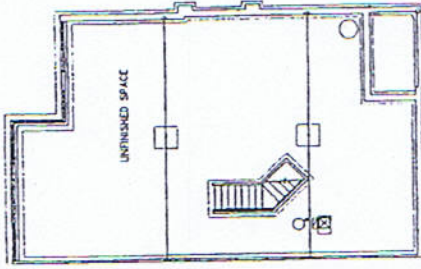
UNIT SQUARE FOOTAGE = 1,686 sq. ft.



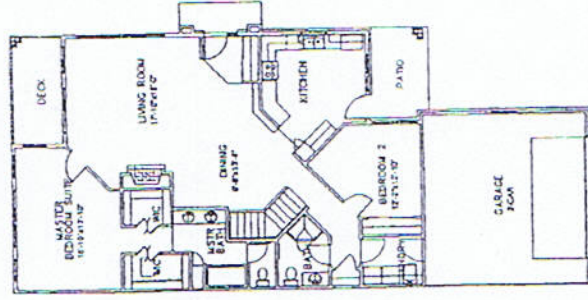
BASEMENT LEVEL KEY

(BLDG 5, UNIT #10)

SPRUCE LOWER LEVEL



SPRUCE ENTRY LEVEL



UNIT SQUARE FOOTAGE = 1,686 sq. ft.



BASEMENT LEVEL KEY

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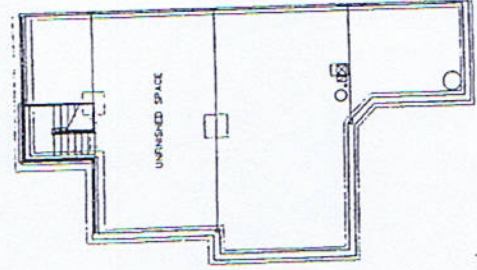
THE VILLAGES OF MEADOWBROOK CONDOMINIUMS, INC.
 VILLAGE OF MOUNT PLEASANT, RACINE COUNTY
 WISCONSIN

11 JUNE 2003
 JOHN BURTON, ARCHITECT

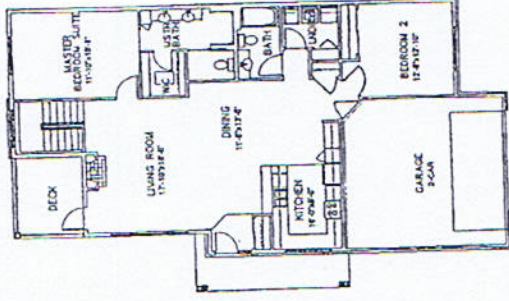
03/2003.002 - Draft of floor plan for Unit #11 and Unit #12. All dimensions are approximate and may vary slightly from those shown on the construction drawings. The architect does not warrant the accuracy of the construction drawings. The architect does not warrant the accuracy of the construction drawings. The architect does not warrant the accuracy of the construction drawings.

(BLDG 6, UNIT #11)

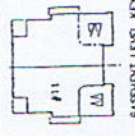
**JUNIPER
 LOWER LEVEL**



**JUNIPER
 ENTRY LEVEL**



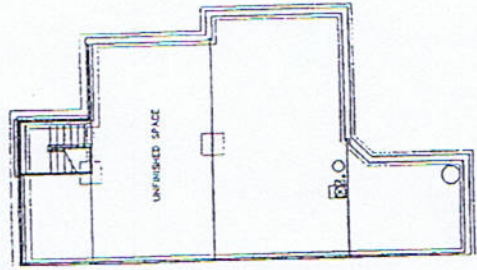
UNIT SQUARE FOOTAGE = 1,537 sq.ft



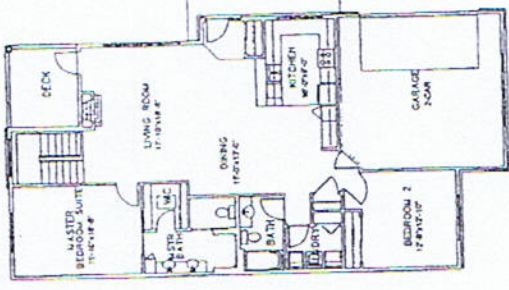
ESSENTIAL LEVEL KEY

(BLDG 6, UNIT #12)

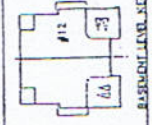
**JUNIPER
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**JUNIPER
 ENTRY LEVEL**



UNIT SQUARE FOOTAGE = 1,537 sq.ft



ESSENTIAL LEVEL KEY

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

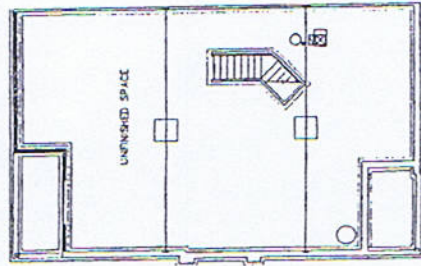
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CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE 2015 INTERNATIONAL RESIDENTIAL CODE AND ALL APPLICABLE ORDINANCES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL JURISDICTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL JURISDICTION.

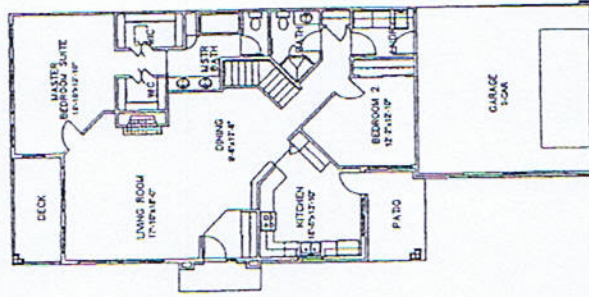
THIS SET OF ARCHITECTURAL DRAWINGS AND SPECIFICATIONS IS INTENDED TO BE USED AS A GUIDE ONLY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL JURISDICTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL JURISDICTION.

(BLDG 9, UNIT #17)

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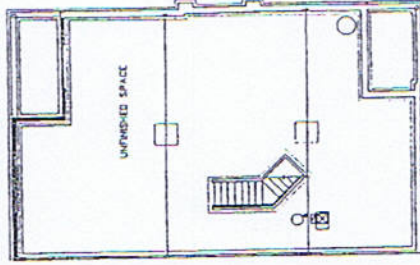


SPRUCE
ENTRY LEVEL

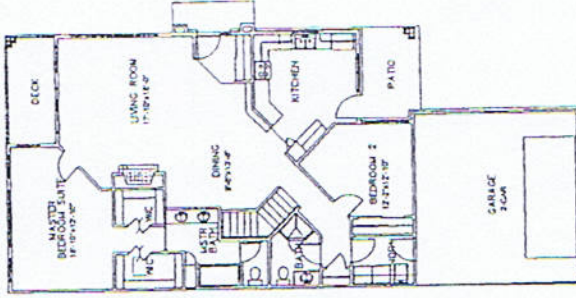


(BLDG 9, UNIT #18)

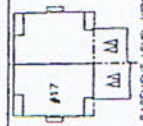
SPRUCE
LOWER LEVEL



SPRUCE
ENTRY LEVEL

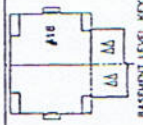


UNIT SQUARE FOOTAGE = 1,686 sq. ft.



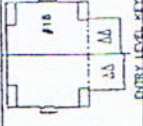
BASEMENT LEVEL KEY

UNIT SQUARE FOOTAGE = 1,686 sq. ft.



BASEMENT LEVEL KEY

UNIT SQUARE FOOTAGE = 1,686 sq. ft.



ENTRY LEVEL KEY

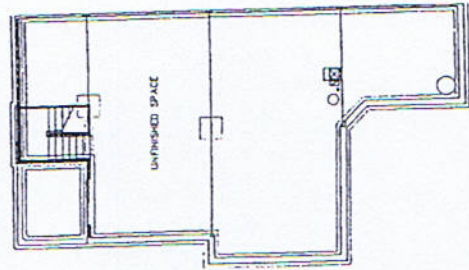
THE VILLAGES OF MEADOWBROOK CONDOMINIUMS, INC.
 VILLAGE OF MOUNT PLEASANT, RACINE COUNTY
 WISCONSIN



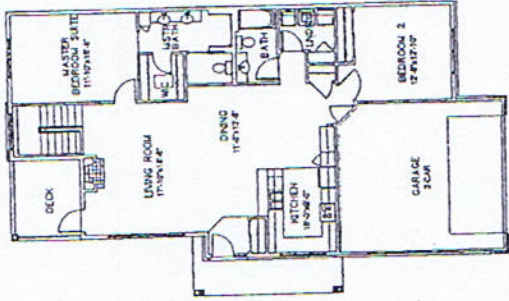
Use of this floor plan and any other drawings, including floor plan, shall be subject to the terms and conditions of the purchase agreement. The drawings are provided for information only and are not to be used for construction purposes. The drawings are not to be used for construction purposes. The drawings are not to be used for construction purposes. The drawings are not to be used for construction purposes.

(BLDG 11, UNIT #21)

JUNIPER
LOWER LEVEL

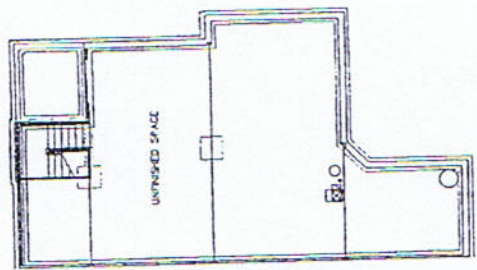


JUNIPER
ENTRY LEVEL

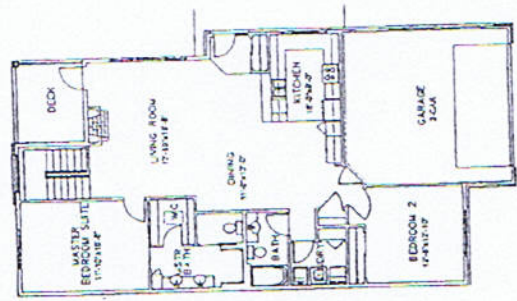


(BLDG 11, UNIT #22)

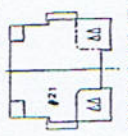
JUNIPER
LOWER LEVEL



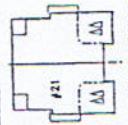
JUNIPER
ENTRY LEVEL



UNIT SQUARE FOOTAGE = 1,537 sq.ft

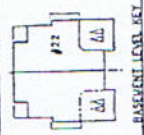


BASEMENT LEVEL KEY



ENTRY LEVEL KEY

UNIT SQUARE FOOTAGE = 1,537 sq.ft



BASEMENT LEVEL KEY



ENTRY LEVEL KEY

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

24 JUNE 2005
 JOHN BARON, ARCHITECT

UNITS SHOWN ARE APPROXIMATE. DIMENSIONS ARE GIVEN FROM EXTERIOR FACE OF EXTERIOR WALLS. DIMENSIONS OF COMMON AREAS ARE GIVEN FROM EXTERIOR FACE OF EXTERIOR WALLS. DIMENSIONS OF COMMON AREAS ARE GIVEN FROM EXTERIOR FACE OF EXTERIOR WALLS. DIMENSIONS OF COMMON AREAS ARE GIVEN FROM EXTERIOR FACE OF EXTERIOR WALLS.

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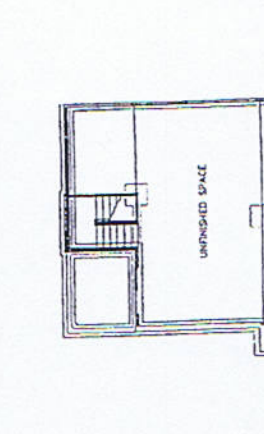
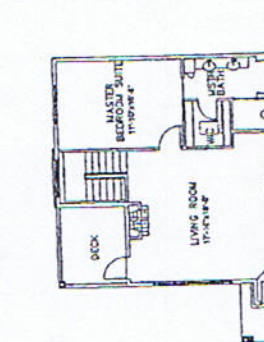
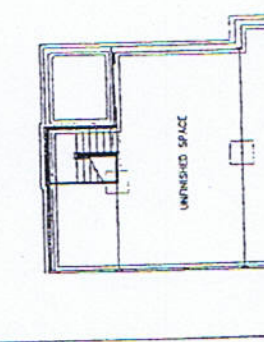
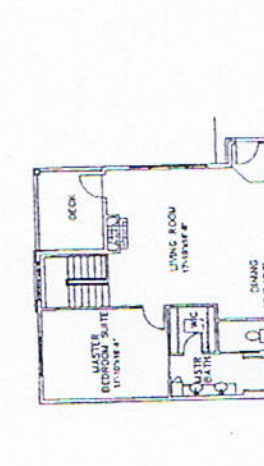
0 4 8 16
 SCALE

JUNIPER ENTRY LEVEL

JUNIPER LOWER LEVEL

JUNIPER ENTRY LEVEL

JUNIPER LOWER LEVEL



UNIT SQUARE FOOTAGE = 1,537 SQ. FT.

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UNIT SQUARE FOOTAGE = 1,537 SQ. FT.

ENTRY LEVEL KEY

BASEMENT LEVEL KEY

ENTRY LEVEL KEY

BASEMENT LEVEL KEY

BASEMENT LEVEL KEY

SHEET 14 OF 19

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



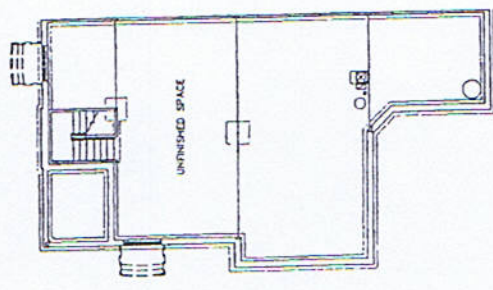
These Unit square footages are based on the finished floor line of exterior walls. They do not include the area of any balconies, patios, porches, decks, or other areas that are not included in the finished floor line. The area of any balconies, patios, porches, decks, or other areas that are not included in the finished floor line shall be shown on the floor plan. The area of any balconies, patios, porches, decks, or other areas that are not included in the finished floor line shall be shown on the floor plan. The area of any balconies, patios, porches, decks, or other areas that are not included in the finished floor line shall be shown on the floor plan.

24 JUNE 2023 JOHN EMMERT, SUPERVISOR, ARCHITECT

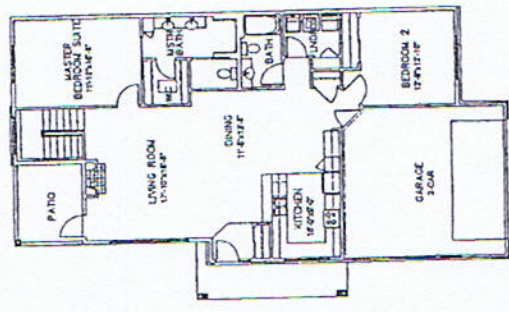
CONTRACT # 2023-01 - Drawing # 1000-01
 The information on this drawing is for the use of the architect and is not to be used for any other purpose without the written consent of the architect.

(BLDG 14, UNIT #27)

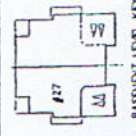
JUNIPER
 LOWER LEVEL



JUNIPER
 ENTRY LEVEL



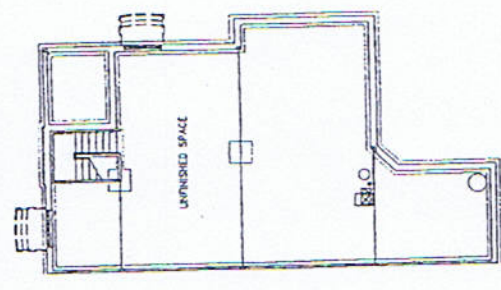
UNIT SQUARE FOOTAGE = 1,537 sq.ft



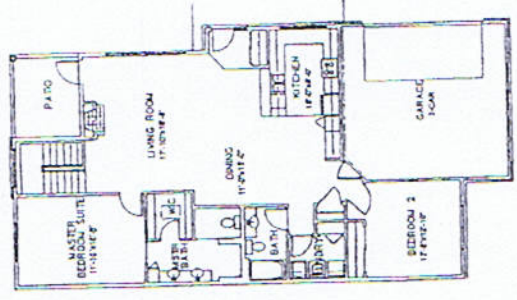
ENTRY LEVEL KEY

(BLDG 14, UNIT #28)

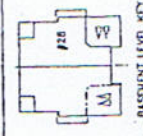
JUNIPER
 LOWER LEVEL



JUNIPER
 ENTRY LEVEL



UNIT SQUARE FOOTAGE = 1,537 sq.ft



ENTRY LEVEL KEY

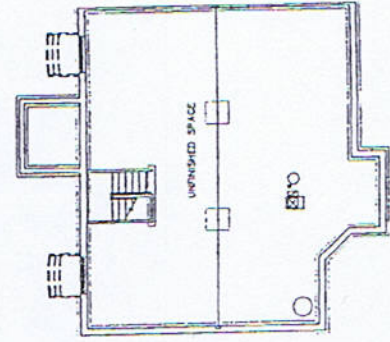
THE VILLAGES OF MEADOWBROOK CONDOMINIUMS, INC.
 VILLAGE OF MOUNT PLEASANT, RACINE COUNTY
 WISCONSIN



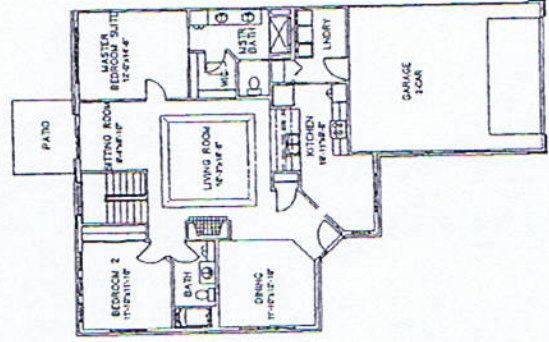
CONTRACT #2002 - Design and construction documents for the Village of Mount Pleasant, Racine County, Wisconsin. The drawings are prepared by the Architect and are subject to the provisions of the contract documents. The drawings are prepared by the Architect and are subject to the provisions of the contract documents. The drawings are prepared by the Architect and are subject to the provisions of the contract documents.

(BLDG 18, UNIT #35)

LILAC
LOWER LEVEL

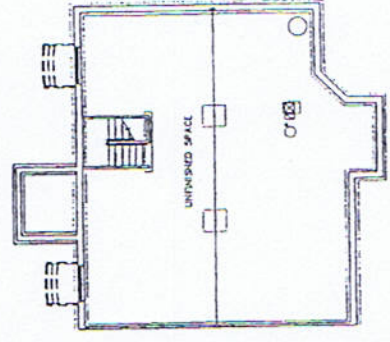


LILAC
ENTRY LEVEL

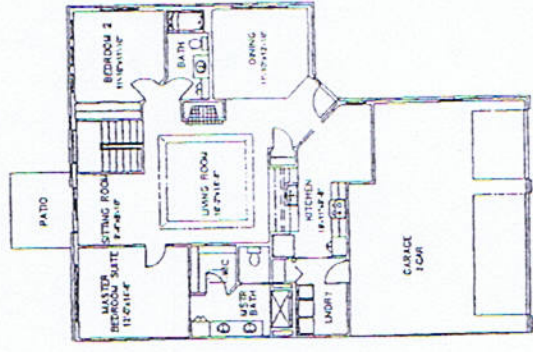


(BLDG 18, UNIT #36)

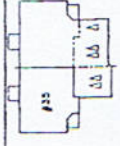
LILAC
LOWER LEVEL



LILAC
ENTRY LEVEL

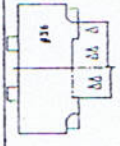


UNIT SQUARE FOOTAGE = 1,592 sq.ft



BASMENT LEVEL KEY

UNIT SQUARE FOOTAGE = 1,582 sq.ft



BASMENT LEVEL KEY



ENTRY LEVEL KEY

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