DISCLOSURE MATERIALS

FOR

WOODS EDGE OWNER'S ASSOCIATION, INC.

Property Address:
2101 A – 2159 D E. Broadway
Waukesha, Wisconsin 53186

1. THESE ARE LEGAL DOCUMENTS COVERING YOUR RIGHTS AND RESPONSIBILITES 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, WITH THE EXCEPTION OF THE EXECUTIVE SUMMARY, BE RELIED UPON AS CORRECT AND BINDING. FOR A COMPLETE UNDERSTANDING OF THE EXECUTIVE SUMMARY, CONSULT THE DISCLOSURE DOCUMENTS TO WHICH A PARTICULAR EXECUTIVE SUMMARY STATEMENT PERTAINS. 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. IF THE SELLER DELIVERS LESS THAN ALL OF THE DOCUMENTS REQUIRED, YOU MAY, WITHIN 5 BUSINESS DAYS FOLLOWING RECEIPT OF THE DOCUMENTS, DELIVER A REQUEST FOR ANY MISSING DOCUMENTS. IF YOU TIMELY DELIVER A REQUEST FOR MISSING DOCUMENTS, YOU MAY, AT ANY TIME WITHIN 5 BUSINESS DAYS FOLLOWING THE EARLIER OF EITHER THE RECEIPT OF THE REQUESTED DOCUMENTS OR THE SELLER'S DEADLINE TO DELIVER THE REQUESTED DOCUMENTS, CANCEL IN WRITING THE CONTRACT OF SALE AND RECEIVE A FULL REFUND OF ANY DEPOSITS MADE.

INDEX

WOODS EDGE OWNER'S ASSOCIATION, INC.

1. EXECUTIVE SUMMARY: The Executive Summary highlights for a buyer of a condominium unit essential information regarding the condominium. The Executive Summary can be found in Section A.
2. DECLARATION: The Declaration establishes and describes the condominium units and the common areas. The declaration can be found in Section B.
3. BY-LAWS: The By-Laws contain rules which govern the condominium and affect the rights and responsibilities of unit owners. The By-Laws can be found in Section C.
4. ARTICLES OF INCORPORATION: The operation of a condominium is governed by the association of which each unit owner is a member. Powers, duties and operation of an association are specified in its Articles of Incorporation. The Articles of Incorporation can be found in Section D.
5. MANAGEMENT OR EMPLOYMENT CONTRACTS: Certain services are provided to the condominium through contracts with individuals or private firms. These contracts can be found in Section E.
6. ANNUAL OPERATING BUDGET: The association incurs expenses for the operation of the condominium which are assessed to the unit owners. The operating budget is an estimate of those charges which are in addition to mortgage and utility payments. The Budget can be found in Section F.
7. LEASES: There are no leased facilities at this condominium.
8. EXPANSION PLANS: There are no expansion plans in effect at this condominium.
9. FLOOR PLAN(S) AND MAP: The seller has provided a floor plan of the unit being offered for sale and a map of the condominium which shows the location of the unit you are considering and all facilities and the common areas which are part of the condominium. The floor plan(s) and map can be found in the Declaration, Section B.
10. RULES AND REGULATIONS: The Rules and Regulations for the condominium are promulgated by the association. The Rules and Regulations can be found in Section G.
11. STATUTORY RESERVE ACCOUNT: The condominium does not have a Statutory Reserve Account. The Statutory Reserve Account Statement can be found in Section H.
12. OTHER IMPORTANT INFORMATION AND DOCUMENTS: can be found in Section I.

WOODS EDGE OWNER'S ASSOCIATION, INC.

DISCLOSURE MATERIALS

SECTION A

EXECUTIVE SUMMARY

EXECUTIVE SUMMARY

Condominium Name: Woods Edge Owner's Association Inc.

This Executive Summary was prepared or revised on 12/31/21 (insert date).

This Executive Summary highlights some of the information prospective purchasers are most interested in learning, as well as some of the information they should consider when contemplating the purchase of a residential condominium unit. The following sections either briefly summarize pertinent information or direct prospective buyers to specific documents, sections and/or pages of the condominium materials that discuss a topic in detail. A section identified with an 🕮 icon may refer a prospective purchaser to specific page numbers or sections of the condominium materials for more information about a topic.

This summary is not intended to replace the prospective purchaser's review of the condominium declaration, bylaws and other condominium disclosure materials nor is it a substitute for a professional review of the condominium documents or legal advice.

1. Condominium Association Management and Governance

- Condominium association name Woods Edge Owner's Association Inc
- Association address 10520 N. Baehr Rd Suite Q Mequon, WI 53092
- The association is managed:
  - ☐ By the Unit Owners (self-managed)
  - ☒ By a management agent or company
  - ☐ By the declarant (developer) or the declarant's management company
- Person(s) to be contacted for more information about the condominium
  Hunt Management Inc. AAMC
- Address, phone number, and other contact information for the contact person
  10520 N. Baehr Rd Suite Q Mequon, WI 53092
  Phone: 262-238-1480 Fax: 262-238-1485 Email: clientservices@huntmanagement.com

🕮 For condominium document references regarding association governance and a condominium contact person, see Kristine Depies-Hunt Management

2. Parking

- Number of parking spaces assigned to each Unit: 2 Number Outside 1 Inside 1
  - ☐ Common Element ☒ Limited Common Element ☒ Included as part of the Unit
  - ☐ Separate Non-voting Units ☐ Depends on Individual Transaction [check all that apply]
- Parking fees (include separate maintenance charges, if any) ☒ No ☐ Yes, $ -0- per -
  Other (*specify*):
- Parking assignments reserved or designated on the plat or in the condominium documents:
  ☒ No ☐ Yes -- Where?
- Parking spaces assigned to a unit by a separate deed: ☐ No ☒ Yes
- Ability to transfer parking spaces between Unit Owners: ☒ No ☐ Yes
- Describe parking available for visitors Owner's are encouraged to have visitors park in their driveway as there is limited visitor parking.

🕮 For condominium document references to parking, see No Parking on the Roads. No resident parking in Visitor Parking areas.
Vehicles must be registered with Management Company. See Rules and regulations: Pages 17-18, VI, A. Parking (A1-A16)

3. Pets

- Are pets allowed? ☐ No ☒ Yes -- describe the kinds of pets allowed: Two Cats. One Cat with One Dog OR One Dog.

- Pet rules and restrictions: No dogs over 55 pounds. No Guard type dog. All dogs must be leashed when outside and owner must be present at all times. All dogs must be properly registered with the Association and the City of Waukesha.

For condominium document references regarding pet rules, see Article IX of the Declaration/Rules and Regulations Pages 19-20, Article VI, D. Animals/Pets (D1-D9).

4. Unit Rentals

- May Unit Owners rent out their condominium units? ☐ No ■ Yes -- describe the limitations and restrictions on unit rentals: Minimum of 6 month lease must be in writing.

For condominium document references regarding unit rentals, see Article IX of the Declaration/Rules and Regulations, page 8. Article III,I. Leases of Units (11-16) or page 26, Article VI, O. Occupancy (O1-O8).

5. Special Condominium Amenities or Features

None

(describe any special amenities and features)

- Are Unit Owners obligated to join or make additional payments for any amenity associated with the condominium, such as an athletic club or golf course? ■ No ☐ Yes -- cost: -

For condominium document references regarding special amenities, see N/A

6. Unit Maintenance and Repair Responsibilities

- A Unit Owner's responsibilities for unit maintenance and repair include: Unit interior, all individual plumbling, electrical, heating, and cooling systems equipment, fixtures, attachments, doors, windows, interior walls, flooring, ceilings and driveway.

For condominium document references regarding unit maintenance and repair responsibilities, see Article VII of the Declaration, Article VIIII of the By-Laws, OR pages 14-15, Article III, M. Maintained by the Homeowner (M1-M3).

7. Common Element and Limited Common Element Maintenance, Repair and Replacement

- Person(s) responsible for common element maintenance, repair and replacement: By Association, as required and determined by the Board of Directors.
- Repair and replacement of the common elements is paid for by:
  - ☐ Unit Owner assessments
  - ☐ Reserve funds
  - ☒ Both
  - ☐ Other (*specify*):
- Person(s) responsible for limited common element maintenance, repair and replacement: By Unit Owner as required in Bylaws or Association as dictated by the Board of Directors.
- Repair and replacement of the limited common elements is paid for by:
  - ☐ Unit Owner assessments
  - ☐ Reserve funds
  - ☐ Both
  - ☒ Other (*specify*): By unit owner.

For condominium document references regarding common element and limited common element maintenance, repair and replacement, see

8. Reserve Funds

- Does the condominium association maintain reserve funds for the repair and replacement of the common elements? ☐ No ■ Yes
- Does the association have a Statutory Reserve Account*?

☒ No ☐ Yes --reserve balance is $280,562.35 **Note:** This amount is current as of the date this Executive Summary was prepared or revised.

📖 For condominium document references regarding this condominium's reserve funds for repairs and replacements, see Current Budget or Article VIII of the Declaration.

***Note:** A "Statutory Reserve Account" is an account established under Wis. Stat. § 703.163 to be used for the repair and replacement of the common elements in a residential condominium (optional for a small condominium with up to 12 residential units or a mixed-use condominium with residential and non-residential units). In a new condominium, the developer initially decides whether to have a statutory reserve account, but after the declarant control period has ends, the association may opt-in or opt-out of a statutory reserve account with the written consent of a majority of the unit votes. A condominium may have other reserve accounts that are not statutory reserve accounts.

9. Fees on New Units

- Are there provisions excusing the declarant (developer) from paying assessments or modifying the declarant's obligation to pay assessments for the units still owned by the declarant during the period of declarant control?
  ☒ Not applicable (no developer-owned units or declarant control has ended)
  ☐ No
  ☐ Yes -- describe in what way: _____
- Describe other provisions in the declaration, bylaws, or budget addressing the levying and payment of assessments on units during the period of declarant control: N/A

📖 For condominium document references to condominium fees during the declarant control period, see N/A

10. Expansion Plans

- Has the Declarant (developer) reserved the right to expand this condominium in the future?
  ☒ No ☐ Yes -- number of additional units that may be added through the expansion: - _____ units
- Expansion period ends: -
- Condominium management during the expansion period is by: - N/A

📖 For condominium document references regarding condominium expansion plans, see N/A

11. Unit Alteration and Limited Common Element Enclosure

- Unit Owner may alter a unit or enclose limited common elements ☒ No ☐ Yes
- Describe the rules, restrictions and procedures for altering a unit: Subject to Board of Directors approval.
  This includes windows, doors, satellite dishes, etc.
- Describe the rules, restrictions and procedures for enclosing limited common elements: Not permitted.

📖 For condominium document references to unit alterations and limited common element enclosures, see Article VII of the Declaration.

12. First Right of Purchase

- The condominium association has a right of first purchase, also sometimes referred to as a right of first refusal, when a condominium unit is offered for sale ☒ No ☐ Yes

📖 For condominium document references to any first right of purchase held by the condominium association, see _____

13. Transfer Fee

- The condominium association charges a fee in connection with the transfer of ownership of a unit: ☐ No
  ☒ Yes -- amount charged: $ Two Months of current Association Monthly Dues.

📖 For condominium document references to fees charged in connection with a unit ownership transfer, see _____

_____

14. Payoff Statement Fee

- Condominium association charges a fee for providing a payoff statement regarding unpaid unit assessments and charges: ☒ No ☐ Yes -- amount charged: $_____

📖 For condominium document references to fees charged for payoff statements under Wis. Stat. § 703.335, see _____

_____

15. Disclosure Materials Fee

- Condominium association charges a fee for providing the condominium disclosure materials a unit seller must provide to a prospective unit buyer: ☐ No ☒ Yes-- amount charged: $ 25.00

📖 For condominium document references regarding fees charged for providing the condominium disclosure materials, see _____

_____

16. Other restrictions or features (optional): _____

_____

_____

17. Amendments

Condominium materials can be amended in a way that might change the rights and responsibilities of Unit Owners. Wisconsin law allows the Unit Owners to amend the condominium declaration, bylaws and other condominium documents if the required votes are obtained. Some of these changes may alter a Unit Owner's legal rights and responsibilities with regard to the condominium unit, including some of the information included in this Executive Summary. Unit Owners and prospective purchasers should review the amendment requirements in the declaration, bylaws, rules and regulations, or other condominium documents.

📖 For condominium document references regarding condominium document amendment procedures and requirements, see Article XV of the Declaration or Article IX of the ByLaws

_____

This Executive Summary was prepared on the date stated on page one by Jan Van Rens - President

_____ (print name and title or position).

Instructions for Completing the Executive Summary. The Executive Summary is one of the condominium disclosure documents that must be furnished to a prospective purchaser of a residential condominium unit. The Executive Summary addresses the topics set forth in Wis. Stat. § 703.33(1)(h) in clear, plain language or by indicating the location within the disclosure materials where the information may be found. The Executive Summary must state the date on which it is prepared or revised. It shall be revised whenever a change in the condominium materials necessitates a corresponding revision to the Executive Summary. The preparer of the Executive Summary should consult an attorney with any questions concerning preparation of the Executive Summary.

Executive Summary Legal Requirements. Per Wis. Stat. § 703.33(1m), the declarant (developer) or the association is responsible for preparing the Executive Summary and revising it whenever a change is made in the disclosure materials that necessitates a corresponding revision to the Executive Summary. An Executive Summary must appear in the condominium disclosure materials directly following the index [Wis. Stat. § 703.33(2)], and must be attached as an addendum to the real estate condition report that a seller gives to a prospective purchaser, generally before the prospective purchaser writes an offer to purchase [Wis. Stat. § 709.02]. An Executive Summary may not be required as part of the disclosure materials for a "small condominium" (up to twelve residential units), depending upon the elections made in the declaration [Wis. Stat. § 703.365 (1) & (8)].

CAUTION: NEITHER REAL ESTATE LICENSEES NOR UNIT OWNERS SHOULD COMPLETE THIS FORM!

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No representation is made as to the legal validity of any provision or the adequacy of any provision in any specific transaction.

WOODS EDGE OWNER'S ASSOCIATION, INC.

DISCLOSURE MATERIALS

SECTION B

DECLARATION

DISCLOSURE MATERIALS

for

Woods Edge Condominiums
Waukesha, Wisconsin

Declarant:

Bielinski Development, Inc.

1240 South Grand Avenue

Waukesha, Wisconsin 53186

Declarant's Agent:

Harry Bielinski

1240 South Grand Avenue

Waukesha, Wisconsin 53186

NOTICE

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.

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.

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.

INDEX

The Disclosure Materials the Declarant is required by law to provide to each prospective condominium purchaser contains the following documents and exhibits:

1. DECLARATION. The Declaration establishes and describes the condominium, the Units and the common areas. The Declaration begins on page four (4).

2. FLOOR PLAN AND MAP. The Declarant has provided a floor plan of the Unit being offered for sale and a map of the condominium which shows the location of the Unit you are considering and all facilities and common areas which are part of the condominium. The legal descriptions for declared and expansion property, survey map, building unit identification, and floor plans begin on page twenty-five (25).

3. EXPANSION PLANS. The Declarant has reserved the right to expand the condominium in the future. A description of the plans for expansion and its effects on Unit owners begins on page twenty-eight (28).

4. BY-LAWS. The By-Laws contain rules which govern the condominium and effect the rights and responsibilities of Unit owners. The By-Laws begin on page twenty-nine (29),

5. ARTICLES OF INCORPORATION. The operation of a condominium is governed by the Association, of which each Unit owner is a member. Powers, duties, and operation of an Association are specified in its Articles of Incorporation. The Articles of Incorporation begin on page forty-three (43).

6. ANNUAL OPERATING BUDGET. The Association incurs expenses for the operation of the condominium which are assessed to the Unit owners. The operating budget is an estimate of those charges which are in addition to mortgage and utility payments. The budget begins on page forty-eight (48).

7. MANAGEMENT OR EMPLOYMENT CONTRACTS. Certain services are provided to the condominium through contracts with individuals or private firms. There are presently no such contracts.

8. SIGNIFICANT REGULATIONS. Certain regulations governing pets and the payment of assessments have been adopted by the Association. Copies of such regulations are attached and begin on page forty-nine (49).

9. DEVELOPER'S AGREEMENT. The Declarant has entered into a Residential Plan Development Agreement with the City of Waukesha. A copy of the Developer's Agreement is attached and begins on page 55.

DECLARATION
TABLE OF CONTENTS

		Page
ARTICLE I	DIVISION OF CONDOMINIUM INTO SEPARATE FREEHOLD ESTATES	2
ARTICLE II	DESCRIPTION AND LOCATION OF THE BUILDING AND UNITS	2
ARTICLE III	DESCRIPTION OF COMMON ELEMENTS AND GENERAL COMMON ELEMENTS	3
ARTICLE IV	DESCRIPTION OF LIMITED COMMON ELEMENTS	3
ARTICLE V	PERCENTAGE OF OWNERSHIP IN COMMON ELEMENTS	3
ARTICLE VI	ASSOCIATION OF UNIT OWNERS	4
ARTICLE VII	MAINTENANCE, ALTERATION AND IMPROVEMENT OF CONDOMINIUM	5
ARTICLE VIII	ASSESSMENTS	6
ARTICLE IX	RESTRICTIONS ON USE, OCCUPANCY AND TRANSFER	7
ARTICLE X	RECONSTRUCTION AFTER LOSS	11
ARTICLE XI	INSURANCE	12
ARTICLE XII	RIGHTS OF DECLARANT	14
ARTICLE XIII	EXPANSION OF CONDOMINIUM	15
ARTICLE XIV	RIGHTS OF MORTGAGEES	16
ARTICLE XV	AMENDMENT OF DECLARATION	17
ARTICLE XVI	REMEDIES FOR VIOLATION BY UNIT OWNER	19
ARTICLE XVII	SERVICE OF PROCESS	19

ARTICLE XVIII RIGHT OF ENTRY 19

ARTICLE XIX CONSTRUCTION AND EFFECT 20

EXHIBIT A 22

EXHIBIT B 23

EXHIBIT C 24

EXHIBIT D 25

EXHIBIT E 28

2175801

Document Number

DECLARATION OF CONDOMINIUM WOODS EDGE CONDOMINIUMS

REGISTER'S OFFICE
WAUKESHA COUNTY, WIS } SS
RECEIVED BY

96 DEC -2 AM 9:

REEL 2352 IMAGE 009

REGISTER OF DEEDS

2175801

This space reserved for recording data

RETURN TO

Richard R. Kobriger
1601 E. Racine Avenue
PO Box 558
Waukesha, WI 53187

Tax Parcel No.

DECLARATION OF CONDOMINIUM

OF

WOODS EDGE CONDOMINIUMS

THIS DECLARATION is made and entered into by Bielinski Development, Inc. (the "Declarant"), pursuant to Chapter 703 of the Wisconsin Statutes, the Condominium Ownership Act, as the same may be amended, renumbered or renamed from time to time (the "Act").

WITNESSETH:

Declarant owns certain real property (the "Property"), described on Exhibit A appended hereto. Declarant intends to improve the Property by constructing thereon two (2) residential multi-family buildings (each a "Building") containing a total of eight (8) residential dwelling units, together with certain other improvements in connection therewith. The Property, together with all buildings and improvements, is hereinafter called the "Condominium."

Declarant intends by this Declaration to submit the Property and improvements to the condominium form of ownership under the Act and further desires to establish, for its own benefit and that of all future owners and occupants of the Condominium, certain easements, rights, restrictions and obligations with respect to the ownership, use and maintenance of the Condominium on the terms and conditions hereinafter set forth.

The name of the Condominium shall be "Woods Edge Condominiums." The address of the Condominium is as set forth on attached Exhibit C.

This Declaration contemplates an "expandable" condominium which may include twenty-eight (28) additional buildings containing not more than an additional one hundred-twelve (112) residential dwelling units.

NOW, THEREFORE, Declarant, the fee owner of the Property, by this Declaration hereby (i) submits the Property and the improvements, subject to taxes and assessments not yet due and payable, municipal and zoning ordinances, recorded easements and restrictions, if any, and all other matters of record, to the condominium form of use and ownership as provided in the Act and this Declaration; (ii) establishes and imposes the following provisions, restrictions, conditions, easements and uses to which the Condominium may be put; and (iii) specifies that the provisions of this Declaration shall constitute covenants to run with the land and shall be binding on Declarant, its successors and assigns, and all subsequent owners and occupants of all or any part of the Condominium.

ARTICLE I

DIVISION OF CONDOMINIUM INTO SEPARATE FREEHOLD ESTATES

Declarant divides the Condominium into the following separate freehold estates:

1. Eight (8) separate freehold estates (collectively called the "Units" and individually called a "Unit"), consisting of the space or area of a Building contained within the boundaries of each such Unit as follows:

a. The vertical boundaries shall be the interior undecorated surfaces of the perimeter walls of the Unit on each floor or floors of the Unit.

b. The horizontal boundaries shall be: (i) lower boundary - the plane or planes of the upper surface of the base level floor or floors; and (ii) upper boundary - the plane or planes of the interior undecorated ceilings.

c. All windows, window frames, doors, including all glass and locks in windows and doors, shall be considered a part of the Unit.

d. Each garage shown on Exhibit D shall be a part of the Unit to which it has immediate access as shown on Exhibit D.

2. A freehold estate in the "Common Elements" of the Condominium as hereinafter described.

3. The Expansion Real Estate described on Exhibit E shall have a non-exclusive easement of ingress and egress across the private road as shown on the site map and survey appended hereto as Exhibit B.

ARTICLE II

DESCRIPTION AND LOCATION OF THE BUILDING AND UNITS

The Buildings and other improvements are shown on the site map and survey appended hereto as Exhibit B.

The respective addresses of the Units are described on Exhibit C appended hereto.

The Units, their respective designations and locations within the Buildings and the Common Elements to which the Units have access are shown on the Floor plans of the Condominium appended hereto as Exhibit D.

Each Unit shall be separately metered for utilities, except for water which shall be a common expense of the Condominium. Private road maintenance, trash and snow management, general landscaping and maintenance shall be common expenses of the Condominium.

ARTICLE III

DESCRIPTION OF COMMON ELEMENTS AND GENERAL COMMON ELEMENTS

The Common Elements shall consist of all of the Condominium improvements, areas, fixtures, equipment and facilities except the individual Units. The Common Elements are divided into different types, known as the General Common Elements and the Limited Common Elements. The General Common Elements shall consist of all of the Common Elements, except the Limited Common Elements as described below.

ARTICLE IV

DESCRIPTION OF LIMITED COMMON ELEMENTS

The Limited Common Elements are reserved for the exclusive use of the owner or occupant of the Unit to which they are appurtenant. The Limited Common Elements consist of the outside deck, patio or porches, if any, immediately adjacent and appurtenant to each Unit to which it has access by a door from the Unit and the driveway immediately adjacent and appurtenant to the garage door to each Unit.

ARTICLE V

PERCENTAGE OF OWNERSHIP IN COMMON ELEMENTS

1. Ownership. The ownership of each Unit shall include a 1/8th undivided interest in the Common Elements.

2. Sharing of Expenses and Surpluses. The common surpluses and expenses of the Condominium relating to Common Elements shall be shared among the owners of all Units according to the percentage of their undivided interest in the Common Elements, as expressed above or as the same may be amended pursuant to Article XIII hereof.

3. Use of Surpluses. All common surpluses of the Condominium for each fiscal year of the Association shall be credited to the reserves or replacement funds for common expenses of the Condominium for the next succeeding fiscal year or years in accordance with the percentage of undivided interest of each Unit owner in the Common Elements as aforesaid.

ARTICLE VI

ASSOCIATION OF UNIT OWNERS

1. Administration. The Condominium shall be administered by a non-profit corporation known as Woods Edge Condominiums Owner's Association, Inc. (the "Association"). The Association shall be governed by a Board of Directors (the "Board of Directors"). The Board of Directors shall adopt By-Laws and Rules and Regulations in furtherance thereof.

2. Membership and Voting. Each Unit owner shall be a member of the Association. One (1) vote shall appertain to each Unit. Membership shall commence and terminate with ownership. The manner of sharing and casting ballots shall be set forth in the By-Laws.

3. Declarant Control. Prior to the conveyance by Declarant of twenty-five percent (25%) of the undivided interest in the Common Elements to purchasers, the Association shall hold a meeting and the Unit owners other than the Declarant shall elect at least thirty-three percent (33%) of the Board of Directors.

4. Association Management. Subject to Article XII, the Board of Directors may employ a professional property manager, management company or managing agent on a salaried basis with such experience and qualifications and on such terms and conditions as may be acceptable to the Board of Directors. Any such agreement must be terminable without fee upon no more than ninety (90) days notice and the term thereof may not exceed three (3) years.

5. Condominium Instruments. The Association shall make available to Unit owners and to holders, insurers or guarantors of any mortgage of a Unit, current copies of this Declaration, the By-Laws, Rules and Regulations and the books, records and financial statements of the Association. "Available" means available for inspection, upon request, during normal business hours or under other reasonable circumstances. "Mortgage" as used in this Declaration includes a land contract for a Unit.

6. Audit. The holders of any first mortgage shall be entitled, upon written request, to an audited financial statement for the immediately preceding fiscal year of the Association prepared at the expense of such mortgagee. Such financial statement shall be furnished within a reasonable time following such request. If following any expansion, the

Condominium contains more than 50 Units, such audit shall be at the Association's expense. A "first mortgage" is one which is entitled to priority over all other mortgages for such Unit, without regard to other liens and encumbrances.

7. Easements. The Association shall have the right to grant permits, licenses and easements over the Common Elements for utilities and other purposes reasonably necessary or useful for the proper maintenance or operation of the Condominium, on such terms and conditions as the Board of Directors may deem advisable. Such easements may include easements for walkways, jogging trails or bikepaths which are available for use by residents of adjacent lands owned or controlled by Declarant on the date hereof.

ARTICLE VII

MAINTENANCE, ALTERATION AND IMPROVEMENT OF CONDOMINIUM

1. Unit Owner's Responsibilities. The owner of each Unit shall: (a) maintain in good condition and repair and replace all of the components or installations within or used by the Unit, including but not limited to, all utility lines and installations, the heating and air conditioning systems for the Unit, fixtures, appliances, water heater, equipment, interior walls, partitions, flooring, ceilings, windows, window frames and doors, including all glass and locks in windows and doors; (b) paint and decorate the interior of the perimeter walls and all walls and surface areas within the Unit; (c) keep the patio, deck or porch appurtenant to the Unit in a clean and neat condition; (d) keep and maintain in good and orderly condition its Limited Common Elements; and (e) repair and replace any portion of the Common Elements damaged through the fault or negligence of such owner or such owner's family, guests or invitees or any other occupants of the Unit. Notwithstanding the above, repairs to Common Elements shall be effected by the Association but paid for by the Unit owner if within this section.

2. Association Responsibility. The Association shall maintain in good condition and repair, replace and operate all of the Common Elements, except as provided above.

3. Structural Changes by Owners. An owner of a Unit shall make no changes within such Unit which will affect the structural soundness of a Building of which it is a part and shall promptly report to the Association any need for repairs, the responsibility for which is that of the Association.

4. Decorations; Signs; Patios Decks and Porches. No Unit owner shall decorate or alter the Common Elements without the consent of the Board of Directors. No owner of a Unit, except the Declarant, may erect, post or display posters, signs or advertising material on the Condominium Property, except that a Unit owner may place in the window of a Unit a temporary sign relating to the open house of a Unit for sale or lease

not exceeding 18" x 24." No awnings or enclosures shall be installed on patios, decks or porches without the consent of the Board of Directors. Fixed grills shall be allowed on patios on such terms and conditions as approved by the Association and all other grills must be covered. Patios, decks and porches shall not be used for storage, including the storage of motorcycles, baby carriages, bicycles, wagons, etc. or for airing or drying of laundry, carpet, rugs or clothing. Vehicles may be parked on streets within the Condominium if and only as permitted by rules adopted by the Board of Directors pursuant to the By-Laws. All interior window coverings are to be of a neutral color or lined in a neutral color.

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

6. Architectural Control. The Board of Directors shall establish procedures for administering requests for permission to change Common Elements or construct porches, bird feeders, bird baths, or similar matters. Any committee therefor shall have at least three (3) members and shall consider the architectural harmony of the proposed action with the existing Condominium when arriving at any decision.

ARTICLE VIII

ASSESSMENTS

1. Liability; Late Payments. The By-Laws shall set forth the manner of making and collecting assessments against the Unit owners for common expenses of the Condominium. Regular assessments and special assessments not made for violations of the provisions of this Declaration, the By-Laws or Rules and Regulations shall be made on an annual basis but shall be due and payable in monthly installments as determined by the Board of Directors. Each Unit owner shall be liable for such fractional or percentage interest of the common expenses of the Condominium as is provided in Article V hereof. Any assessment or installment not paid when due shall be delinquent and the Unit owner may be charged interest on the unpaid assessment or installment, calculated from the date when the assessment or installment was first due until the date it is paid. The Board of Directors shall establish a uniform policy with regard to the number of days that must run following the due date for interest to be charged and shall establish the rate of interest to be charged on such unpaid assessments or installments. All payments upon account shall be first applied to the interest, if any, and then to the assessment payment first due.

2. Liens. If a Unit owner defaults in the payment of any assessment or installment, the Association shall take appropriate measures as provided by law in accordance with the By-Laws. The lien for unpaid assessments provided in the Act shall

also secure reasonable attorney's fees incurred by the Association incident to the collection of such assessment or enforcement of such lien. In any foreclosure of a lien for assessments, the owner of a Unit subject to a lien shall be required to pay a reasonable rental for the Unit and the Association shall be entitled to the appointment of a receiver to collect the same. To the extent permitted by the Act, the lien provided therein and herein shall be subordinate to the lien of any first mortgage on a Unit.

3. Rights of Mortgagees. Any first mortgagee who obtains title to a Unit pursuant to remedies provided in the mortgage or foreclosure of the mortgage and any party purchasing the Unit in such a foreclosure shall not be liable for such Unit's unpaid installments of assessments which accrued prior to the acquisition of title to such Unit by such mortgagee or other party. The obligation of the former Unit owner to pay such assessment is not hereby extinguished.

4. Association Statements. The Association, upon ten (10) days request, shall provide a letter to the purchaser of any Unit which states the existence, if any, of outstanding general or special assessments against the owner of the Unit being sold; provided, however, that all Units conveyed by Declarant shall be deemed to be conveyed free from all such outstanding general or special assessments and no such letter shall be required or given as to such Units.

5. Initial Working Capital Fund. Each purchaser of a Unit shall advance an amount equal to two (2) months installments of the regular annual Association assessment, or such greater amount as is designated by the Board of Directors with notice of record, to the Association at the time of conveyance for the common expenses of the Association. Each advance shall be credited to such purchaser and shall be returned to such purchaser upon subsequent conveyance of the Unit and payment of a like advance by the subsequent purchaser. Amounts paid pursuant hereto are not to be considered as advance payments of installments of the regular assessments. Declarant shall advance a like amount for the purposes herein for each Unit which is unsold at the end of sixty (60) days from the date of conveyance of the first Unit by Declarant to a purchaser. Such working capital fund shall be kept in a segregated account.

6. First Assessment. Regular assessments shall be levied and installments thereon shall commence being due and payable on the date of recordation hereof; provided that the monthly installment shall be prorated on a daily basis.

ARTICLE IX

RESTRICTIONS ON USE, OCCUPANCY AND TRANSFER

1. Residential Purposes Only. Each Unit shall be occupied and used only for private dwelling purposes and for no other purposes. No trade or business shall be carried on anywhere within the Condominium, except as otherwise provided herein.

2. Leases of Units. The Declarant may lease a Unit on such terms and conditions as it desires in its sole discretion. Any other owner may lease a Unit for a term of not less than six (6) months. Any lease or rental agreement must be in writing. Any person occupying a Unit with the authority of an owner shall comply with all of the provisions hereof and the By-Laws imposed on an owner and a breach of such provisions shall be deemed a breach of such lease. Each such lease shall contain a provision making a breach of any of the provisions of this Declaration or of the By-Laws of the Association a breach under the lease. No rooms in any Unit may be rented and no transient tenants may be accommodated.

3. Pets. No animals, livestock, reptiles, poultry, or birds of any kind shall be raised, bred or kept within the Condominium, except as hereinafter set forth. The Association may issue a permit to the occupant of a Unit to keep two (2) cats or one (1) medium-size (55 pounds or less) dog or one (1) cat and one (1) medium-size dog (no guard-type dogs shall be permitted) and other small household pets (such as fish, canaries, or parakeets) provided that they are not kept, bred or maintained for any commercial purposes. No pet shall be permitted which causes an unreasonable disturbance. The permit issued by the association shall allow the keeping of pets in accordance with rules and regulations to be established by the Board of Directors. Such permit shall be deemed a revocable license which may be revoked at any time following notice and hearing if, in the judgment of the Board of Directors, such licensed animal is or becomes offensive, a nuisance or harmful in any way to the Condominium or those occupying or owning therein. The Association may charge an application fee to cover its administrative and enforcement costs. All permitted pets shall be housed indoors and, if allowed outdoors, shall be kept on a leash at all times while outdoors. Any pet excrement in common areas shall be removed immediately by the occupant of the Unit in which the pet resides. A violation of the provisions of this paragraph shall subject the Unit owner responsible for such violation to additional special assessments by the Board of Directors for the enforcement costs, including, but not limited to, reasonable attorney's fees incurred by the Association incident to the enforcement of this paragraph and the rules and regulations established by the Board of Directors.

4. No Obstructions. No owner shall cause or permit the Common Elements, except the Limited Common Elements, to be so used as to deny to other owners the full use of such portion of the Common Elements. Accordingly, there shall be no obstruction of any Common Elements. Walks and drives shall be kept clean and orderly. Junked, inoperative or unlicensed vehicles and vehicles licensed as trailers, campers, camping trucks, house trailers, motorcycles, mopeds, motorized bicycles, snowmobiles or land vehicles or the like shall not be stored, parked or placed on the Condominium. Licensed boats, boat trailers, vans and trucks may be stored, parked or placed on the Condominium provided that they are so stored, parked or placed only in a garage and further provided that such storing, parking or placing does not cause an automobile to be parked outside of a garage when but for the storing, parking or placing of the other vehicle, the automobile could have been parked in the garage. No vans or trucks may be stored, parked or placed overnight in a driveway of the Condominium without a permit issued by

the Board of Directors which permit may be issued in the discretion of the Board of Directors to permit overnight parking in areas designated by the Board of Directors. No vehicle shall occupy, park upon or otherwise block the access to or exit from another Unit or the approach thereto. No maintenance of any vehicle shall be permitted anywhere on the Condominium except that changing the oil in a vehicle and lubricating a vehicle are permitted provided that such work is done in a garage. Bicycles shall be placed only in those areas designated by the Association.

5. Waste. The unreasonable or unsightly accumulation of waste, litter, excess or unused building materials or trash is prohibited, and garbage containers shall be situated only in designated locations. No materials shall be consumed by fire in incinerators, open fires or elsewhere.

6. Antennas and Temporary Structures. No antennas for television or aerials for radios shall be erected on any roof or any other portion of the Condominium, except any community antennas or cable receivers erected by Declarant or the Association or any individual antennas erected or installed with the prior consent of the Board of Directors. No structure, trailer, tent, shack or barn, temporary or otherwise, except for those maintained by Declarant, shall be placed or maintained on any portion of the Condominium nor shall any clothes hangers or clothesline be placed or maintained within or on the Common Elements.

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

8. Encroachments. If any portion of the Common Elements encroaches upon a Unit or any Unit encroaches upon the Common Elements or upon any other Unit, a valid easement for the encroachment and for the maintenance of the same shall exist for so long as it stands. Minor encroachments of parts of the Common Elements due to reconstruction of a part or all of a Building shall be permitted and a valid easement for such encroachments and the maintenance thereof shall exist from the owners of Units in such Building.

9. Mutual Enjoyment. Each Unit shall be used only for such purposes and to such extent as will not overload or interfere with any Common Elements or the enjoyment thereof by the owners of other Units.

10. Noxious Activity. No use or practice shall be allowed on the Condominium which: (a) is a nuisance, or (b) is immoral or improper or offensive in the opinion of the Board of Directors, or requires any alteration of or addition to any Common Elements, or (c) is in violation of the By-Laws or Rules and Regulations of the Association, or (d) unreasonably interferes with or is an unreasonable annoyance to the peaceful possession or proper use of the Condominium by other Unit owners or occupants, including

the use of musical instruments, television, or radios at such times or in such volumes of sound as to be objectionable.

11. Acts Affecting Insurance. No Unit owner or occupant shall commit or permit any violation of the policies of insurance taken out by the Board of Directors in accordance with the provisions of Article XI hereof (the "Association Policies"), or do or permit anything to be done, or keep or permit anything to be kept, or permit any condition to exist, which might (i) result in termination of any such policies, (ii) adversely affect the right of recovery thereunder, (iii) result in reputable insurance companies refusing to provide Association Policies, or (iv) result in an increase in the insurance rate or premium unless, in the case of such increase, the Unit owner responsible for such increase shall pay the same. If the rate of premium payable with respect to the Association Policies or with respect to any policy of insurance carried by any Unit owner, as permitted by the provisions of Article XI hereof, shall be increased or shall otherwise reflect the imposition of a higher rate than that applicable to the lowest-rated Unit, (a) by reason of anything that is done or kept in a particular Unit, or (b) as a result of the failure of any Unit owner or any occupant of a Unit to comply with the requirements of the Association Policies, or (c) as a result of the failure of any such Unit owner or occupant to comply with any of the other terms and provisions of this Declaration, the By-Laws or the Rules and Regulations, then the Unit owner of that particular Unit shall reimburse the Association and such other Unit owners respectively for the resulting additional premiums which shall be payable by the Association or such other Unit owners, as the case may be. The amount of any such reimbursement due the Association may without prejudice to any other remedy of the Association be enforced by assessing the same that particular Unit pursuant to the By-Laws.

12. Legal Restrictions. 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 thereof (collectively "Legal Requirements"). Compliance with any Legal Requirements shall be accomplished by and at the sole expense of the Unit owner or owners or the Association, as the case may be, whichever shall have the obligation under this Declaration to maintain and repair the portion of the Condominium affected by any such Legal Requirements. Each Unit owner shall give prompt notice to the Board of Directors of any written notice it receives of the violation of any Legal Requirements affecting its Unit or the Condominium. Notwithstanding the foregoing provisions, any Unit owner may, at its expense, defer compliance with and contest, by appropriate proceedings prosecuted diligently and in good faith, the validity or applicability of any Legal Requirements affecting any portion of the Condominium which such Unit owner is obligated to maintain and repair, and the Association shall cooperate with such Unit owner in such proceedings, provided that:

(i) 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; and

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

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

ARTICLE X

RECONSTRUCTION AFTER LOSS

1. Reconstruction. In the event of fire, casualty or any other disaster affecting one or more Units in a Building or other improvements on the Condominium (the "Damaged Premises"), the Damaged Premises shall be reconstructed and repaired, unless action is taken as otherwise provided herein. Reconstruction and repair as used herein shall mean restoring the Damaged Premises to substantially the same condition they were in prior to the fire, casualty or disaster. The Association shall undertake to cause such reconstruction and repair to be accomplished within a reasonable period of time.

2. Insufficient Insurance Proceeds. If the insurance proceeds are insufficient to reconstruct or repair the Damaged Premises, then:

(a) The Condominium shall be subject to an action for partition upon obtaining the written consent of at least three-quarters (3/4) of the Unit owners entitled to a vote. In the case of partition, the net proceeds of sale together with any net proceeds of insurance (the "Partition Proceeds") shall be considered as one fund and shall be divided among all Unit owners in accordance with the following formula:

$$\frac{\text{Unit square footage} \times 100}{\text{Total square footage of all Units}} = \text{Percentage undivided interest in Partition Proceeds}$$

If the Damaged Premises are Common Elements, the Partition Proceeds shall be divided among all Unit owners in accordance with their respective interests in the Common Elements.

(b) If the consent required under subparagraph (a) above is not obtained within thirty (30) days from the date of the loss, then the Damaged Premises shall be reconstructed and repaired by the Association with the insurance proceeds and owners of Units in the Damaged Premises shall be assessed for the deficiency in accordance with the following formula:

Unit square footage x 100		
Total square footage of all Units in the Damaged Premises	=	Percentage of undivided interest in the deficiency

The provisions of Article VIII shall apply to all sums assessed for any deficiency. If the Damaged Premises are Common Elements, the deficiency shall be shared by the owners of all Units in accordance with their respective interests in the Common Elements.

3. Substantial Damages. If two-thirds (2/3) or more of the Buildings and other improvements above foundation are destroyed, regardless of the sufficiency of any insurance proceeds for reconstruction and repair of the Damaged Premises, no such reconstruction and repair shall take place unless within ninety (90) days from the date of the loss, such reconstruction and repair have been approved by at least sixty-seven percent (67%) of the votes entitled to be cast in the Association. If such approval is not given within ninety (90) days, then the Condominium shall be subject to an action for partition in the same manner as is provided in paragraph 2(a) above.

4. Condemnation. The Association shall represent the Unit owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the Common Elements or part thereof. The award or proceeds of settlement for a taking of part or all of the Common Elements shall be payable to the Association for the use and benefit of the Unit owners and their mortgagees as their interests may appear. The procedure for dealing with the total or partial condemnation of the condominium shall be that set forth in Section 703.19, Wisconsin Statutes (1993-94), as the same may be amended from time to time.

ARTICLE XI

INSURANCE

1. Association Insurance. The Board of Directors shall obtain and continue in effect insurance coverage on each Building and other improvements on or within

the Condominium as well as personal and real property belonging to the Association in an amount equal to the maximum insurable replacement value, with "agreed amount", "inflation guard", "special condominium" and "condominium replacement cost" endorsements, without deduction or allowance for depreciation, which amount shall be determined annually by a recognized appraiser or insurer as selected by the Board of Directors, affording protection against loss or damage by fire and such hazards covered by a standard extended coverage endorsement and all risk endorsements and such other risks or hazards as from time to time shall be customarily covered with respect to buildings similar in construction, location and use. In addition, any fixtures, equipment or property within the Units which are to be subject to a mortgage eligible for purchase by FNMA must be covered in the "blanket" or "master" policy required above. Said insurance shall be for the benefit of the Association and the owners of Units and their mortgagees as their interests may appear; provided, however, all proceeds payable by reason of said insurance shall be paid to the Association as trustee for the owners of Units and their mortgagees for the express purpose of reconstruction and repair or as otherwise provided in Article X hereof. The foregoing provisions of this Article are without prejudice to the right of any owner of a Unit to obtain individual Unit insurance; but no owner of a Unit shall be entitled to exercise his right to maintain individual Unit insurance in such a way as to decrease the amount which the Association may realize as trustee under any insurance policy required hereunder. Each policy obtained by the Association shall contain a "severability of interest" endorsement and a standard mortgagee clause endorsed to provide that the proceeds are payable to the Association for the use and benefit of the mortgagees as their interests may appear.

2. Association Liability Insurance. In addition to the hazard insurance coverage provided above, the Board of Directors shall obtain comprehensive general public liability insurance in such amounts equal to or exceeding One Million Dollars ($1,000,000.00) for a single occurrence covering all of the Common Elements or property owned by the Association. Coverage under this policy shall include, without limitation, legal liability of the insureds for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of the Common Elements and legal liability arising out of actions related to employment contracts of the Association. Such policy must provide that it may not be cancelled or substantially modified, by any party, without at least ten (10) days prior written notice to the Association and to each holder of a first mortgage which is listed as a scheduled holder of a first mortgage in the insurance policy. The Board of Directors may also obtain such other insurance as it shall determine from time to time to be desirable including without limitation directors and officers errors and omissions coverage.

3. Cost; Waiver. All insurance premiums for any insurance coverage obtained by the Board of Directors shall be a common expense of the Condominium. The Association and each Unit owner hereby expressly waive any claim it or they may have against the other for any loss insured under any policy obtained by the Board of Directors, however caused, including such losses as may be due to negligence of such other party, its agents or employees. All such policies of insurance shall contain a provision that they are

not invalidated by the foregoing waiver, but such waiver shall cease to be effective if the existence thereof precludes the Association from obtaining any such policy.

4. Exclusions From Coverage. Notwithstanding anything to the contrary herein, the insurance coverage obtained by the Board of Directors (i) may exclude any coverage on any personal property located within or appertaining to the exclusive use of a Unit, including but not limited to, appliances and water heater, patio door and window glass, drapes, carpeting and wall coverings, such as wallpaper, mirrored walls and paneling and (ii) shall exclude any liability coverage on a Unit owner, its guests, invitees, employees or any other occupants of such Unit, arising out of any and all occurrences and happenings within a Unit and/or relating in any way whatsoever to said personal property. It is the sole responsibility of each Unit owner to obtain such insurance coverages as are excluded from the insurance coverage obtained by the Board of Directors.

ARTICLE XII

RIGHTS OF DECLARANT

1. Control of Association. Until the expiration of the earlier of ten (10) years from the date the first Unit is conveyed to any person other than Declarant or thirty (30) days after the conveyance of seventy-five percent (75%) of the undivided interests in the General Common Elements to purchasers, declarant, or its successors and assigns, acting alone shall have the right to appoint and reappoint the members of the Board of Directors, other than those elected pursuant to Article VI, Section 3 hereof.

2. Other Rights. Pending the sale of all of the Units on the Condominium, including any Units on the Expansion Real Estate described in Article XIII, Declarant, or its successors and assigns, acting alone:

a. may, but shall not be obligated to, manage and operate the Condominium in accordance with the provisions of this Declaration; but any agreement for professional management of the Condominium, or any other contract providing for services of Declarant, shall not exceed three (3) years and shall provide for termination by either party without cause and without payment of a termination fee on no more than ninety (90) days written notice;

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

c. reserves the right to (i) grant easements upon, over, through and across the Common Elements as may be required for furnishing any kind of utility services, including cable television or master antenna service, which easements may be granted to itself or its nominee and/or as may be necessary for excavation and construction of any of the Units; (ii) grant easements upon, over, through or across the Common Elements for ingress and egress to and from the Condominium and other real property adjacent to it; and (iii) grant easements for road, sewer and other utility purposes across, over and under the Common Elements for the benefit of other lands provided that in the instrument creating such easement Declarant shall specify a method by which the maintenance costs of such easement shall be shared by the Association and such other users and provided that use of such easements will not be reasonably anticipated to overburden the existing use of the Common Elements; and

d. reserves the right to (i) make minor alterations and changes to the design or exterior materials of any Building or any part thereof subsequent to construction and (ii) alter and change the interior materials and the interior arrangement of any Unit owned by Declarant.

ARTICLE XIII

EXPANSION OF CONDOMINIUM

1. Right to Expand. Declarant expressly reserves unto itself, its successors and assigns, the right to expand the Condominium, without the consent or approval of any Unit owner, at any time and from time to time on or prior to the expiration of seven (7) years from the date of recording this Declaration, by subjecting all or any portion of the real estate described on Exhibit E appended hereto (the "Expansion Real Estate") to this Declaration and by constructing thereon, either before or after such expansion, no more than an additional one hundred-four (104) Units. Such Units shall be located within the general areas indicated therefor on Exhibit E hereto. All improvements made on the Expansion Real Estate must be of the same quality construction as the original Units constructed hereunder and must be substantially completed prior to the improvements becoming subject to this Declaration. Declarant shall be under no obligation to and makes no representation that it will expand or construct any part or all of the Condominium as such rights are reserved herein. The Units on the Expansion Real Estate and their owners and any Common Elements thereon will become subject to and will be entitled to the benefits of the provisions of this Declaration.

2. Effect of Expansion. Upon each such expansion:

a. The percentage of undivided interest in the Common Elements appertaining to each Unit shall be adjusted as follows:

(i) Each Unit's percentage of undivided interest in the Common Elements shall be the number one (1) divided by the total number of Units then subject to this Declaration.

(ii) Each Unit shall be entitled to such Limited Common Elements as are specified in the documents required for expansion.

b. The common surpluses and expenses of the Condominium shall be shared among the owners of all Units according to the percentage of their undivided interest in the Common Elements, in accordance with Article V as adjusted in the manner set forth above.

c. Each owner of a Unit shall be a member of the Association and one vote shall appertain to each Unit.

3. Method of Expansion. The right of expansion reserved herein shall be exercised by the recording of an amendment to this Declaration and an amendment to each of the Exhibits appended hereto in the office of the Register of Deeds for Waukesha County, Wisconsin. None of the provisions contained in this Declaration shall be construed to create any obligation on behalf of the Declarant, its successors and assigns, to in fact effect such expansion. Exhibit E hereto and the condominium plat show only the outline of the Expansion Real Estate. Each time that Declarant desires to subject any portion of the Expansion Real Estate to this Declaration, Declarant shall record amendments to the Exhibits hereto and to the condominium plat which shall show the location of the buildings, units, other improvements and common elements of that portion of the Expansion Real Estate being so subjected, in the same manner as if the above were to be shown on the original, recorded condominium plat.

4. Construction Easement. Declarant hereby reserves an easement across the Condominium for purpose of constructing such expansion Buildings. This easement shall expire at such time as Declarant's rights under this Article XIII shall expire.

ARTICLE XIV

RIGHTS OF MORTGAGEES

Section 1. Notice. Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor of a Unit mortgage and the Unit number or address, any such mortgage holder, insurer or guarantor will be entitled to timely written notice of:

a. Any condemnation or casualty loss which affects either a material portion of the Condominium or the Unit securing its mortgage;

b. Any sixty (60) day delinquency in the payment of assessments owed by the owner of any Unit on which it holds a mortgage or any breach of the provisions of any instrument or rule governing the Condominium which is not cured by such owner within sixty (60) days of such breach;

c. Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and

d. Any proposed action which would require the consent of a specified percentage of eligible mortgage holders as specified below or in Article XV hereof.

Section 2. Other Provisions. Mortgage holders shall also be afforded the following rights:

a. Any restoration or repair of the Condominium after a partial condemnation or damage due to an insurable hazard, shall be performed substantially in accordance with this Declaration and the original plans and specifications, unless other action is approved by holders of mortgages on Units which have at least fifty-one percent (51%) of the votes of Units subject to mortgages.

b. Any election to terminate the Condominium after substantial destruction or a substantial taking in condemnation of the Property must require the approval of holders of mortgages on Units which have at least fifty-one percent (51%) of the votes of Units subject to mortgages.

ARTICLE XV

AMENDMENT OF DECLARATION

Section 1. Procedure. Except for the Declarant's right to amend this Declaration to expand the Condominium in accordance with Article XIII hereof, this Declaration may only be amended in a writing executed by the presiding officer of the Association and attested by another officer, with the written consent of at least seventy-five percent (75%) of the Unit owners and mortgagees. No amendment shall change the rights of Declarant as contained in this Declaration. Any amendment to this Declaration shall become effective when recorded in the office of the Register of Deeds for Waukesha

County, Wisconsin, and no action to challenge the validity of an amendment under this Article may be brought more than one (1) year after the amendment is recorded.

Section 2. Limitations on Certain Amendments. In addition to complying with Section 1 above, the approval of holders of mortgages on Units which have at least fifty-one percent (51%) of the votes of Units subject to mortgages, shall be required to add or amend any material provisions of this Declaration, the Articles, By-Laws or Rules and Regulations which establish, provide for, govern or regulate any of the following:

a. Voting rights;

b. Assessments, assessment liens or the priority of assessment liens;

c. Reserves for maintenance, repair and replacement of the Common Elements;

d. Insurance or fidelity bonds;

e. Responsibility for maintenance and repair;

f. Expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the Condominium;

g. Redefinition of any unit boundaries;

h. Reallocation of interests in the General or Limited Common Elements or rights to their use;

i. Convertibility of Units into Common Elements or of Common Elements into Units;

j. Leasing of Units;

k. Imposition of any restriction on a Unit owner's right to sell or transfer his or her Units;

l. A decision by the Association to establish self-management of the Condominium;

m. Restoration or repair of the Condominium (after a hazard damage or partial condemnation) in a manner other than that specified in this Declaration;

n. Any provisions that expressly benefit mortgage holders, insurers or guarantors.

Section 3. Approval. A Unit owner, or a mortgage holder in the cases of a technical amendment or any amendment not described in Section 2 above or in Article XIII, Section 2 hereof, who receives a written request to approve additions or amendments who does not deliver or post to the requesting party a negative response within thirty (30) days after it receives proper notice of the proposal, provided the notice was delivered by certified or registered mail, with a return receipt requested, shall be deemed to have approved such request.

Section 4. VA Approval. If any Unit is subject to a mortgage owned or guaranteed under the U.S. Veterans Administration programs, then the condominium regime created hereunder may not be amended or merged with a successor regime without prior written approval in accordance with regulations implementing such programs.

ARTICLE XVI

REMEDIES FOR VIOLATION BY UNIT OWNER

If any Unit owner fails to comply with the Act, this Declaration or the By-Laws, such Unit owner shall be liable for damages caused by the failure or for injunctive relief, or both, by the Association or by any other Unit owner.

ARTICLE XVII

SERVICE OF PROCESS

Service of process shall be made on Harry Bielinski, 1240 South Grand Avenue, Waukesha, Wisconsin 53186 as registered agent for the Association. Any change in the person or location for the service of process designated by the Board of Directors shall become effective upon the recording of notice thereof in the office of the Secretary of State of Wisconsin in accordance with Section 703.23 of the Wisconsin Statutes.

ARTICLE XVIII

RIGHT OF ENTRY

The Declarant, for itself and its successors and assigns, reserves the right of entry to each Unit by itself or its agents or any person authorized by the Board of Directors to make installations, alterations or repairs, upon prior request and at times convenient for the owner or occupant thereof; provided, however, that in case of emergency, entry of the Unit may be made immediately, whether the owner or occupant of the Unit is or is not present and without liability to Declarant, the Board of Directors or their agents. Any

damage or loss caused as a result of such entry shall be at the expense only of the Unit owner if, in the judgment of those authorizing the entry, such entry was for emergency purposes.

ARTICLE XIX

CONSTRUCTION AND EFFECT

1. Number and Gender. Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

2. Captions. The captions and Article headings herein are intended only as matters of convenience and for reference and in no way define or limit the scope or intent of the various provisions hereof.

3. Successors and Assigns. All rights and benefits reserved or covenanted in favor of the Declarant under this Declaration shall inure to the benefit of and be binding upon its successors and assigns. Any reference in this Declaration to the "successors and assigns" of Declarant shall be deemed to refer only to such person or entity to whom Declarant has expressly assigned all of said rights and benefits by an instrument in writing specifically identifying the provisions so assigned.

4. Severability. If any provision, or any part thereof, of this Declaration or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Declaration, or the application of such provision, or any part thereof, to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby. Each provision, or any part thereof, of this Declaration shall be valid, and be enforced, to the fullest extent permitted by law.

5. Deemed Interests. Wherever in this Declaration a specified percentage of Unit owners or Common Element interests is required for any action, decision or diminution of Declarant control or Declarant's rights, Declarant shall be deemed to own one hundred-twenty (120) interests, less any interests for Units already conveyed at the time of such determination.

6. Acceptance of Deed. By acceptance of a deed of conveyance of a Unit from Declarant, the grantee of such Unit and each successor in title to such Unit or an interest therein shall, in the event of the occurrence of any or all of the events specified in Article XII or XIII, be deemed to consent and agree to the action so taken. Each such grantee of a Unit and each successor in title to such Unit or an interest therein, hereby constitutes and appoints Declarant, its successors and assigns, as its true and lawful attorney (i) to execute, deliver and record on behalf of the grantee and each successor in title to such

Unit or an interest therein, such instruments, if any, as may be required to effect the same, and (ii) to do all other things necessary to accomplish the action so taken.

Executed at Waukesha, Wisconsin, this 30th day of October, 1996.

BIELINSKI DEVELOPMENT, INC.

By: _____
Frank Bielinski, President

By: _____
Harry Bielinski, Secretary

STATE OF WISCONSIN)
) SS.
COUNTY OF WAUKESHA)

Personally came before me this 30th day of October, 1996, the above-named Frank Bielinski, President of Bielinski Development, Inc. and Harry Bielinski, Secretary of Bielinski Development, Inc., to me known to be the persons who executed the foregoing instrument and acknowledged the same.

NOTARY PUBLIC
GLORIA J. RONGSTAD
STATE OF WISCONSIN

_____
Notary Public, Waukesha Co., WI
My Commission 11-24-96

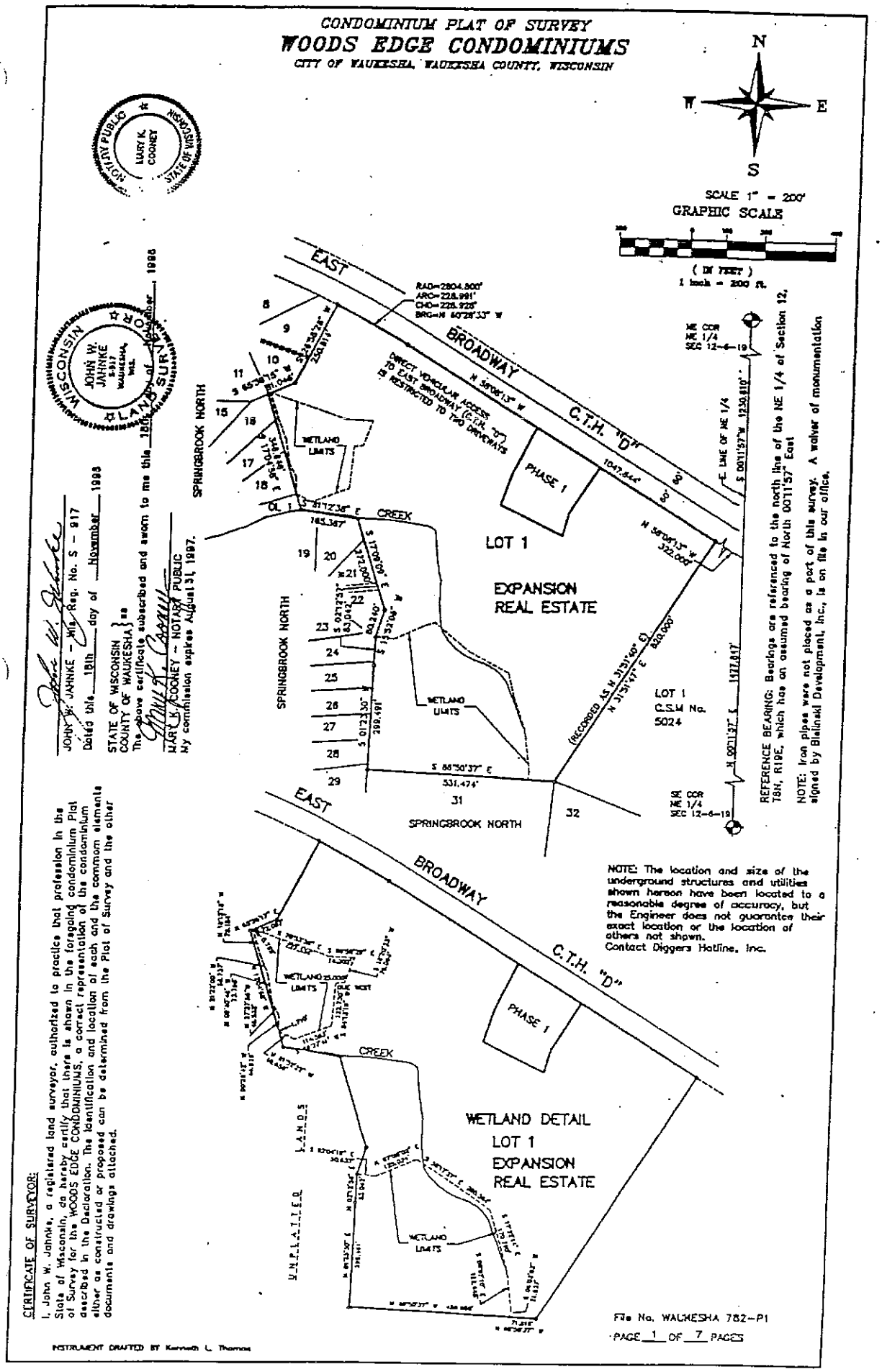
This instrument was drafted by:

Attorney Richard R. Kobriger
Cramer, Multhauf & Hammes
1601 East Racine Avenue
P.O. Box 558
Waukesha, WI 53187

EXHIBIT A

Legal Description - Phase One

All that part of Lot One of CERTIFIED SURVEY MAP NO. 7992, part of the Northwest One-quarter (1/4), Northeast One-quarter (1/4), and Southeast One-quarter (1/4) of the Northeast One-quarter (1/4) of Section Twelve (12), in Township Six (6) North, Range Nineteen (19) East, in the City of Waukesha, County of Waukesha, State of Wisconsin, recorded in the office of the Register of Deeds, for Waukesha County on April 12, 1996 in Volume 69 of Records at pages 146 to 152 inclusive, as Document No. 2115665 bounded and described s follows: Commencing at the Northeast corner of said Lot 1; thence North 58°08'13" West along the north line of said Lot 1 and the southerly right-of-way line of East Broadway (C.T.H. "D") 417.500 feet to the place of beginning of the lands hereinafter described; thence continuing North 58°08'13" West along the north line of said Lot 1 and said southerly right-of-way line 187.000 feet; thence South 26°11'22" West 148.164 feet; thence South 18°17'06" West 95.000 feet; thence South 63°48'49" East 196.000 feet; thence North 14°30'29" East 66.500 feet; thence North 31°48'25" East 156.623 feet to the place of beginning. Containing 46,520 square feet (1.068 acres) of land.


CONDOMINIUM PLAT OF SURVEY
WOODS EDGE CONDOMINIUMS
CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN
N
W
E
S
SCALE 1" = 200'
GRAPHIC SCALE
(IN FEET)
1 inch = 200 ft.
EAST BROADWAY
C.T.H. "D"
RAD=2804.800'
ARC=228.991'
CHD=228.925'
BRG=N 60°28'33" W
N 58°06'13" W
DIRECT VEHICULAR ACCESS TO EAST BROADWAY (C.T.H. "D") IS RESTRICTED TO TWO DRIVEWAYS
1047.644'
30'
30'
N 58°06'13" W
322.00'
E LINE OF NE 1/4
S 00°11'57" W 1230.810'
NE COR NE 1/4 SEC 12-6-19
N 00°11'57" W 1477.817'
NW COR NE 1/4 SEC 12-6-19
SPRINGBROOK NORTH
WETLAND LIMITS
PHASE 1
CREEK
LOT 1
EXPANSION REAL ESTATE
LOT 1 C.S.M. No. 5024
(RECORDED AS N 31°51'40" E)
N 31°51'47" E 830.000'
S 88°50'37" E 331.474'
WETLAND DETAIL
LOT 1
EXPANSION REAL ESTATE
UNPLATTED LANDS
REFERENCE BEARING: Bearings are referenced to the north line of the NE 1/4 of Section 12, T6N, R19E, which has an assumed bearing of North 00°11'57" East
NOTE: Iron pipes were not placed as a part of this survey. A waiver of monumentation signed by Bielinski Development, Inc., is on file in our office.
NOTE: The location and size of the underground structures and utilities shown hereon have been located to a reasonable degree of accuracy, but the Engineer does not guarantee their exact location or the location of others not shown.
Contact Diggers Hotline, Inc.
NOTARY PUBLIC LARRY K. COONEY STATE OF WISCONSIN
WISCONSIN JOHN W. JAHNKE S-917 WAUKESHA, WIS. LAND SURVEYOR
JOHN W. JAHNKE - Wis. Reg. No. S - 917
Dated this 18th day of November 1998
STATE OF WISCONSIN } ss
COUNTY OF WAUKESHA }
The above certificate subscribed and sworn to me this 18th day of November 1998
LARRY K. COONEY - NOTARY PUBLIC
My commission expires August 31, 1997.
CERTIFICATE OF SURVEYOR:
I, John W. Jahnke, a registered land surveyor, authorized to practice that profession in the State of Wisconsin, do hereby certify that there is shown in the foregoing condominium Plat of Survey for the WOODS EDGE CONDOMINIUMS, a correct representation of the condominium described in the Declaration. The identification and location of each and the common elements either as constructed or proposed can be determined from the Plat of Survey and the other documents and drawings attached.
INSTRUMENT DRAFTED BY Kenneth L. Thomas
File No. WAUKESHA 782-P1
PAGE 1 OF 7 PAGES

CONDOMINIUM PLAT OF SURVEY
WOODS EDGE CONDOMINIUMS
CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN

NOTE:
No buildings or fences shall be constructed in easements. No trees or bushes which would grow to more than 4 feet in height shall be planted within said easement shown on this plat without approval by the City of Waukesha Engineering Department.

NOTE:
UTILITY EASEMENT RECORDED IN VOLUME 308 OF DEEDS AT PAGE 499, AS DOCUMENT No. 242005 IS GENERAL IN NATURE AND CANNOT BE SHOWN.

UTILITY EASEMENT RECORDED IN VOLUME 1056 OF DEEDS ON PAGE 499 AS DOCUMENT No. 667251 DOES NOT EFFECT THIS PROPERTY.

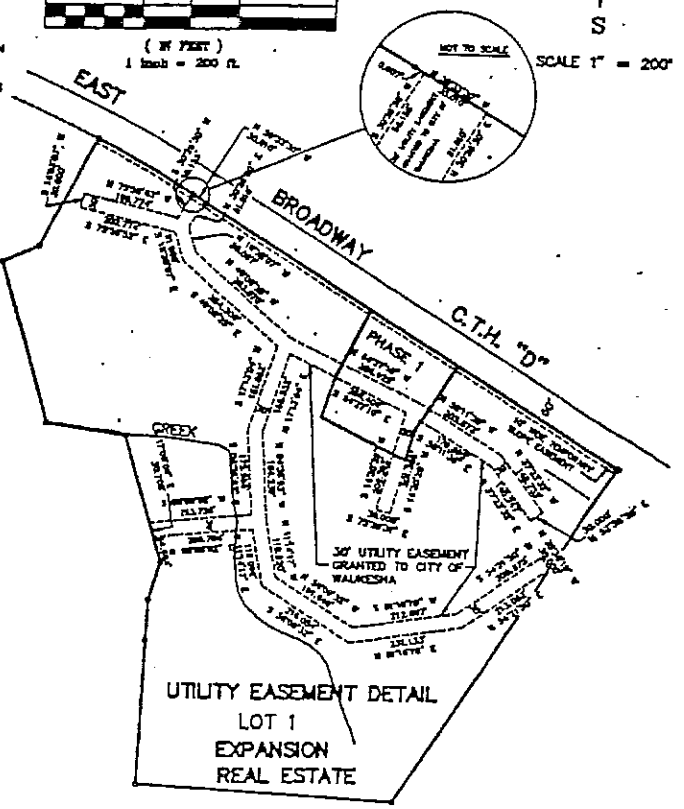
EASEMENT DETAILS:

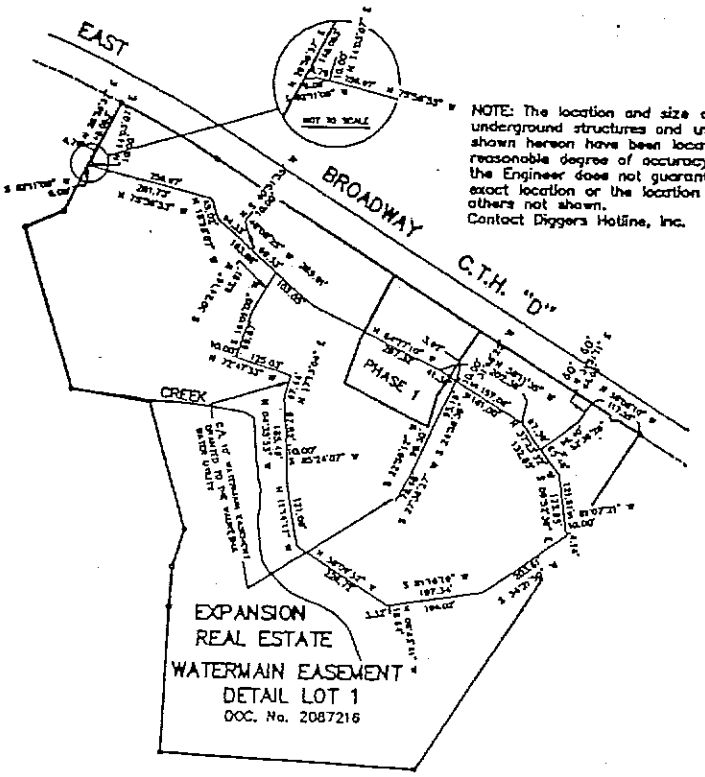
GRAPHIC SCALE

(IN FEET)
1 inch = 200 ft.

N
W E
S

SCALE 1" = 200'





NOTE: The location and size of the underground structures and utilities shown hereon have been located to a reasonable degree of accuracy, but the Engineer does not guarantee their exact location or the location of others not shown.
Contact Diggers Hotline, Inc.

CERTIFICATE OF SURVEYOR:

I, John W. Jahnke, a registered land surveyor, authorized to practice that profession in the State of Wisconsin, do hereby certify that there is shown in the foregoing condominium Plat of Survey for the WOODS EDGE CONDOMINIUMS, a correct representation of the condominium described in the Declaration. The identification and location of each and the common elements either as constructed or proposed can be determined from the Plat of Survey and the other documents and drawings attached.

JOHN W. JAHNKE - Wis. Reg. No. S - 917

Dated this 18th day of November 1998

STATE OF WISCONSIN }ss
COUNTY OF WAUKESHA }

The above certificate subscribed and sworn to me this 18th day of November 1998

MARY K. COONEY - NOTARY PUBLIC
My commission expires August 31, 1997.

INSTRUMENT DRAFTED BY Kenneth L. Thomas

File No. WAUKESHA 782-P1

PAGE 2 OF 7 PAGES

CONDOMINIUM PLAT OF SURVEY
WOODS EDGE CONDOMINIUMS
CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN

PHASE 1

ADDRESS:
BUILDING 1 2119 A,B,C, & D, EAST BROADWAY
BUILDING 2 2121 A,B,C, & D, EAST BROADWAY
CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN

N
W E
S

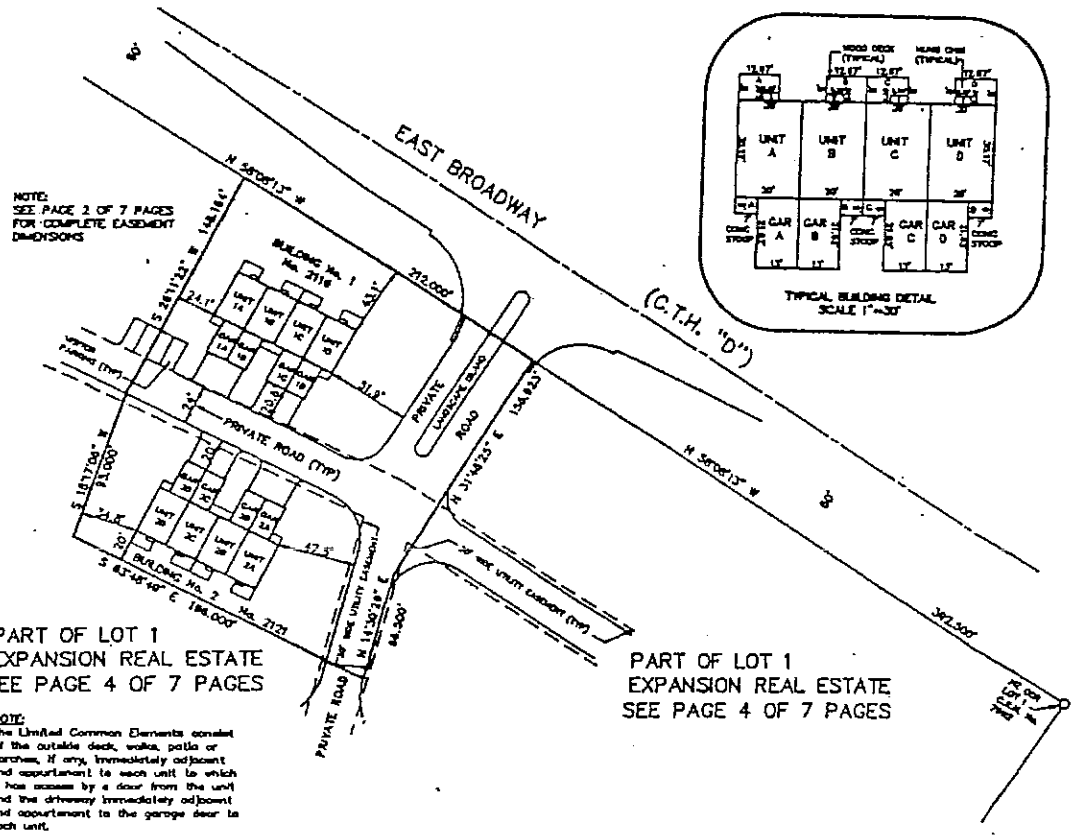
SCALE 1" = 60'

GRAPHIC SCALE

(IN FEET)
1 inch = 60 ft.

LEGAL DESCRIPTION: (PHASE 1)

All that part of Lot One of CERTIFIED SURVEY MAP NO. 7992, part of the Northwest One-quarter (1/4), Northeast One-quarter (1/4), and Southeast One-quarter (1/4) of the Northeast One-quarter (1/4) of Section Twelve (12), in Township Six (6) North, Range Nineteen (19) East, in the City of Waukesha, County of Waukesha, State of Wisconsin, recorded in the office of the Register of Deeds, for Waukesha County on April 12, 1996 in Volume 69 of Records at pages 146 to 152 inclusive, as Document No. 2115665 bounded and described as follows: Commencing at the Northeast corner of said Lot 1; thence North 58°08'13" West along the north line of said Lot 1 and the southerly right-of-way line of East Broadway (C.T.H. "D") 417.500 feet to the place of beginning of the lands hereinafter described; thence continuing North 58°08'13" West along the north line of said Lot 1 and said southerly right-of-way line 187.000 feet; thence South 26°11'22" West 148.164 feet; thence South 18°17'08" West 95.000 feet; thence South 83°48'49" East 196.000 feet; thence North 14°30'29" East 88.500 feet; thence North 31°48'25" East 156.823 feet to the place of beginning. Containing 46,520 square feet (1.068 acres) of land.



NOTE:
SEE PAGE 2 OF 7 PAGES FOR COMPLETE EASEMENT DIMENSIONS

TYPICAL BUILDING DETAIL
SCALE 1"=30'

NOTE:
The Limited Common Elements consist of the outside deck, walks, patio or porches, if any, immediately adjacent and appurtenant to each unit to which it has access by a door from the unit and the driveway immediately adjacent and appurtenant to the garage door to each unit.

CERTIFICATE OF SURVEYOR:

I, John W. Johnke, a registered land surveyor, authorized to practice that profession in the State of Wisconsin, do hereby certify that there is shown in the foregoing condominium Plat of Survey for the WOODS EDGE CONDOMINIUMS, 2119, A,B,C,D, 2121, A,B,C,D, East Broadway, a correct representation of the condominium described in the Declaration. The identification and location of each and the common elements either as constructed or proposed can be determined from the Plat of Survey and the other documents and drawings attached.

WISCONSIN
JOHN W. JAHNKE
S-917
WAUKESHA, WIS.
LAND SURVEYOR

JOHN W. JAHNKE - Wis. Reg. No. S - 917

Dated this 18th day of November 1996

STATE OF WISCONSIN }
COUNTY OF WAUKESHA } ss

The above certificate subscribed and sworn to me this 18th day of November 1996

NOTARY PUBLIC
MARY K. COONEY
STATE OF WISCONSIN

MARY K. COONEY - NOTARY PUBLIC
My commission expires August 31, 1997.

File No. WAUKESHA 782-P1

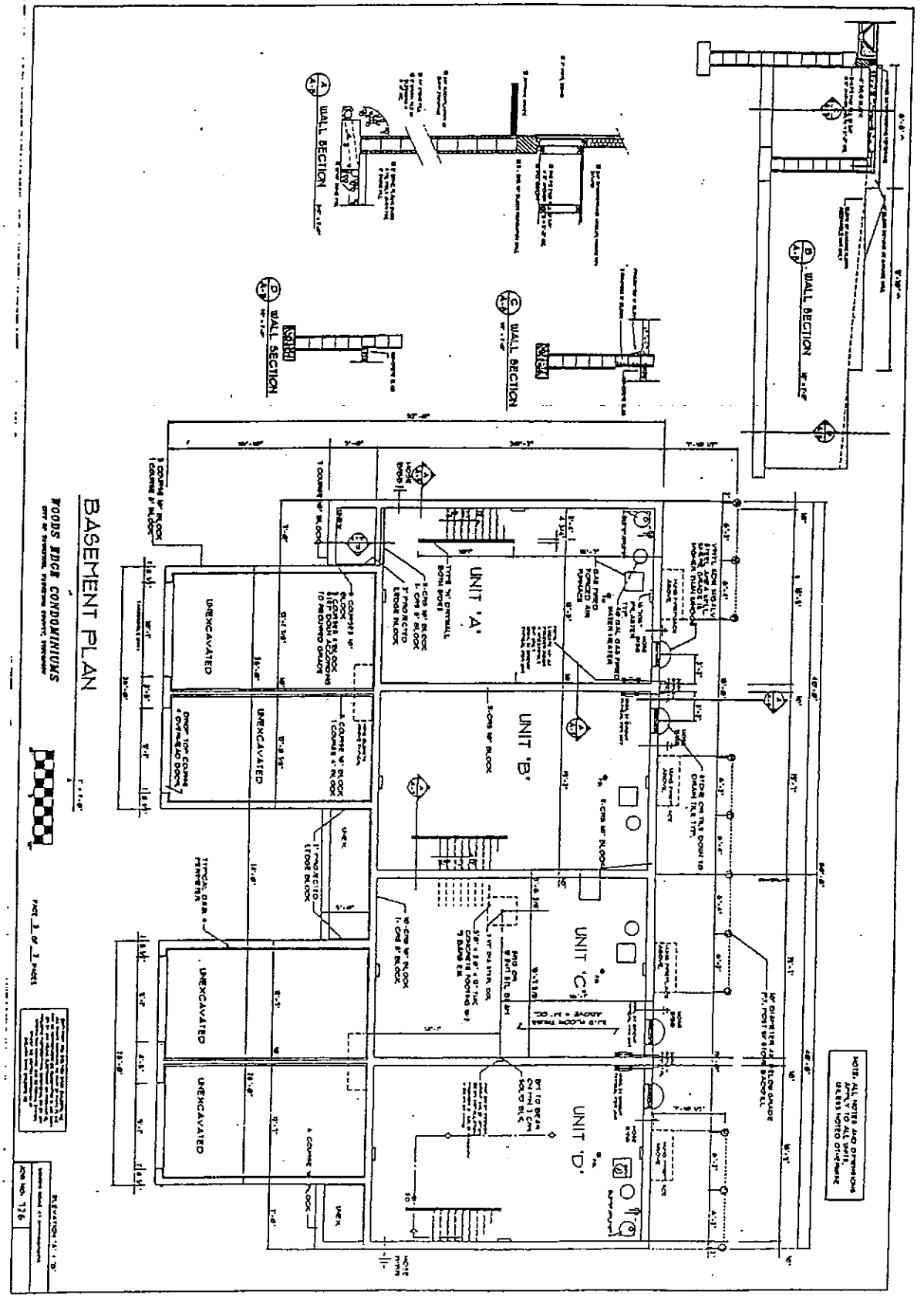
PAGE 3 OF 7 PAGES

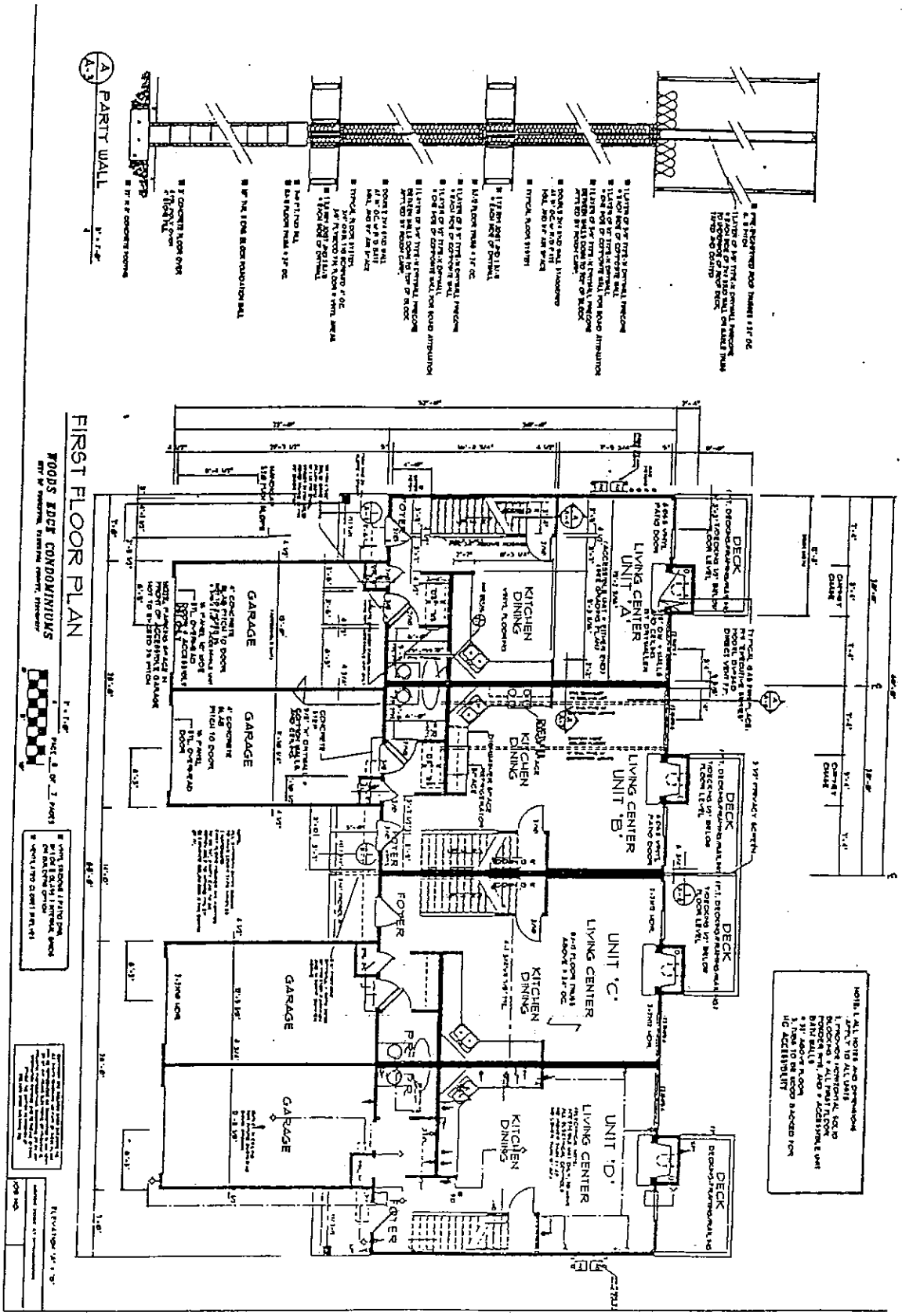
INSTRUMENT DRAFTED BY Kenneth L. Thomas

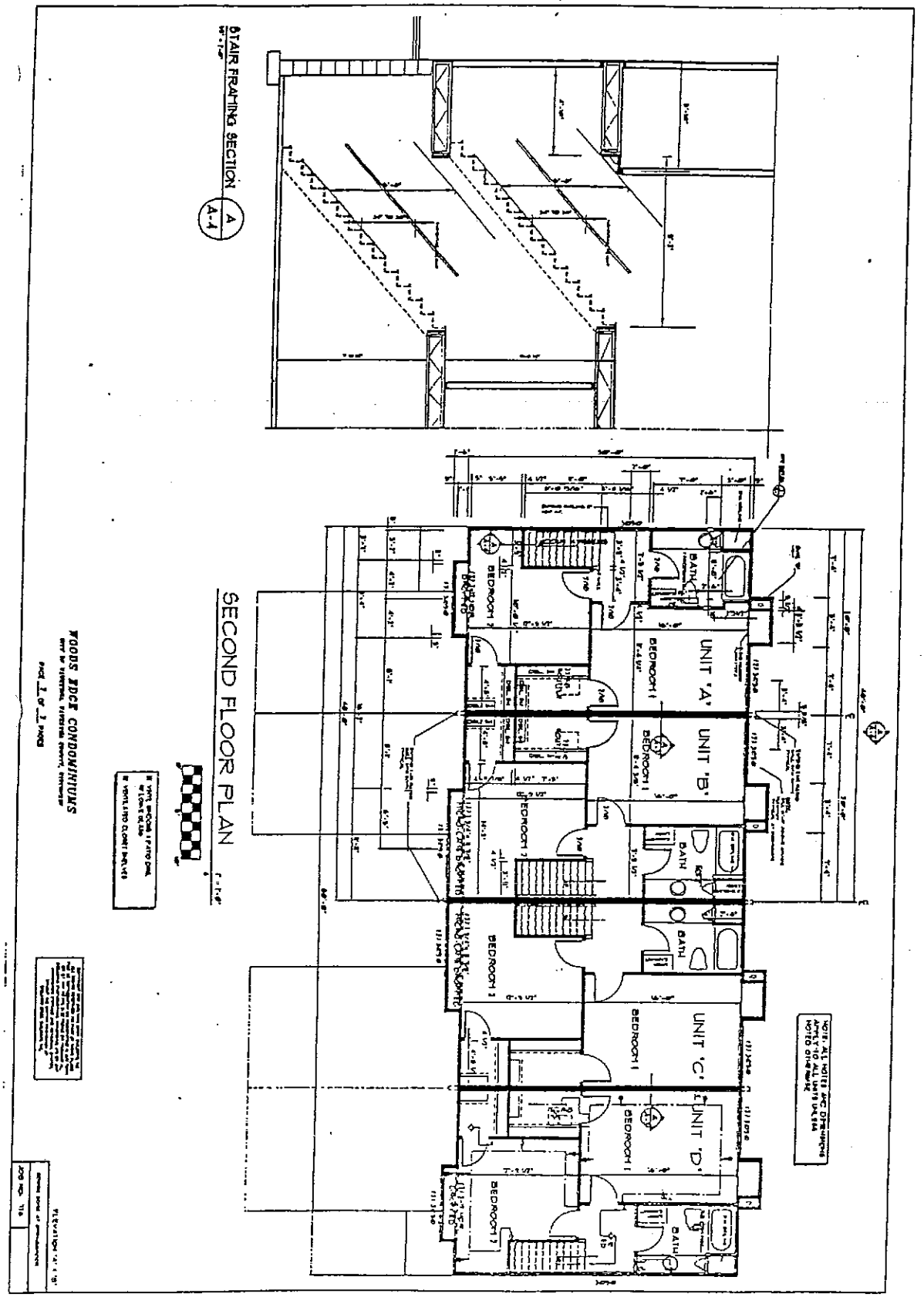
EXHIBIT C

All addresses are Waukesha, Wisconsin 53186:

Unit No.	Unit Address
1 A	2119 A East Broadway
1 B	2119 B East Broadway
1 C	2119 C East Broadway
1 D	2119 D East Broadway
2 A	2121 A East Broadway
2 B	2121 B East Broadway
2 C	2121 C East Broadway
2 D	2121 D East Broadway
7 A	2131 A East Broadway
7 B	2131 B East Broadway
7 C	2131 C East Broadway
7 D	2131 D East Broadway
8 A	2133 A East Broadway
8 B	2133 B East Broadway
8 C	2133 C East Broadway
8 D	2133 D East Broadway


BASEMENT PLAN
WOODS EDGE CONDOMINIUMS
UNIT 'A'
UNIT 'B'
UNIT 'C'
UNIT 'D'
UNEXCAVATED
WALL SECTION


PARTY WALL
FIRST FLOOR PLAN
WOODS EDGE CONDOMINIUMS
LIVING CENTER UNIT 'A'
LIVING CENTER UNIT 'B'
UNIT 'C'
LIVING CENTER
UNIT 'D'
LIVING CENTER
KITCHEN DINING
FOYER
GARAGE
DECK


STAIR FRAMING SECTION
A-4
SECOND FLOOR PLAN
WOODS EDGE CONDOMINIUMS
UNIT 'A'
UNIT 'B'
UNIT 'C'
UNIT 'D'
BEDROOM 1
BEDROOM 2
BATH
CLOSET

CONDOMINIUM PLAT OF SURVEY
WOODS EDGE CONDOMINIUMS
CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN

EXPANSION REAL ESTATE

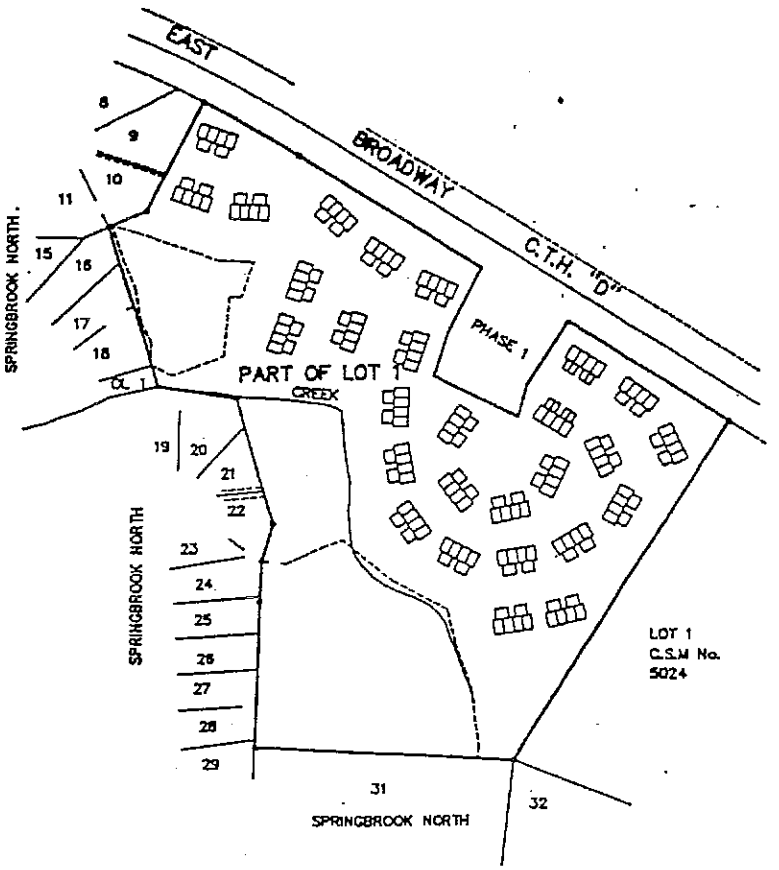
LEGAL DESCRIPTION: (EXPANSION REAL ESTATE)
Lot One of CERTIFIED SURVEY MAP NO. 7992, part of the Northwest One-quarter (1/4), Northeast One-quarter (1/4), and Southeast One-quarter (1/4) of the Northeast One-quarter (1/4) of Section Twelve (12), in Township Six (6) North, Range Nineteen (19) East, in the City of Waukesha, County of Waukesha, State of Wisconsin, recorded in the office of the Register of Deeds, for Waukesha County on April 12, 1996 in Volume 69 of Records at pages 148 to 152 inclusive, as Document NO. 2115665.
EXCEPTING THEREFROM: THE LEGAL DESCRIPTION FOR PHASE 1

N
W E
S

SCALE 1" = 200'

GRAPHIC SCALE

(IN FEET)
1 inch = 200 ft.



CERTIFICATE OF SURVEYOR:

I, John W. Jahnke, a registered land surveyor, authorized to practice that profession in the State of Wisconsin, do hereby certify that there is shown in the foregoing condominium Plat of Survey for the WOODS EDGE CONDOMINIUMS, a correct representation of the condominium described in the Declaration. The identification and location of each and the common elements either as constructed or proposed can be determined from the Plat of Survey and the other documents and drawings attached.

JOHN W. JAHNKE – Wis. Reg. No. S – 917

Dated this 18th day of November 1996

NOTARY PUBLIC MARY K. COONEY STATE OF WISCONSIN

WISCONSIN JOHN W. JAHNKE S-917 WAUKESHA, WIS. LAND SURVEYOR

STATE OF WISCONSIN }
COUNTY OF WAUKESHA } ss

The above certificate subscribed and sworn to me this 18th day of November, 1996

MARY K. COONEY – NOTARY PUBLIC
My commission expires August 31, 1997.

File No. WAUKESHA 782–P1

PAGE 4 OF 7 PAGES

INSTRUMENT DRAFTED BY Kenneth L. Thomas

2216307

Document Number

FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM OF WOODS EDGE CONDOMINIUMS

2216307

REGISTER'S OFFICE SS

97 MAY 28 AM 9:46

REEL 2444 IMAGE 0004

REGISTER OF DEEDS

This space reserved for recording data

RETURN TO

Richard R. Kobriger
Cramer, Multhauf & Hammes
P.O. Box 558
Waukesha, WI 53187

Tax Parcel No.

FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM

OF

WOODS EDGE CONDOMINIUMS

THIS FIRST AMENDMENT to Declaration of Condominium of Woods Edge Condominiums is made by Bielinski Development, Inc., a Wisconsin corporation (hereinafter "Declarant"), pursuant to and in accordance with the provisions of the Condominium Ownership Act created by Chapter 703 of the Wisconsin Statutes and the Declaration of Condominium of Woods Edge Condominiums dated October 30, 1996, and recorded in the Office of the Register of Deeds for Waukesha County, Wisconsin on December 2, 1996, as Document No. 2175801 in Reel 2352, Image 0094, hereinafter referred to as the "Declaration."

WITNESSETH:

In Article XIII of the Declaration, Declarant reserves the right to expand the Condominium by subjecting to the Declaration parts or all of the real estate described in Exhibit E of the Declaration (the "Expansion Real Estate") and also by constructing thereon, either before or after such expansion, no more than an additional one hundred and four (104) Units.

Declarant now desires to subject to the Declaration a portion of the Expansion Real Estate (hereinafter "The Phase II Property) and to construct thereon two (2) buildings consisting of eight (8) units.

The Phase II property and the additional building and improvements thereon, together with the Condominium created under the Declaration, shall be referred to herein jointly as the "Condominium." As used herein, the term "Unit Owner" shall mean the owner of a Unit and any building previously declared or declared herein, unless otherwise limited.

NOW, THEREFORE, Declarant, the fee owner of the Phase II Property, pursuant to Article XIII of the Declaration, hereby amends the Declaration by submitting the Phase II Property described in Exhibit 1-A attached hereto and the additional buildings and improvements to the Condominium

Ownership Act and the Declaration as though fully set forth therein at the time of recording the Declaration, subject to taxes and assessments not yet due and payable, municipal and zoning ordinances, recorded easements and restrictions, any other easements and/or rights in favor of gas, sanitary sewers, storm sewers, electric, telephone and water utilities, all other matters of record and the following restrictions and conditions:

1. Article I of the Declaration is hereby amended by striking the number "eight (8)" therefrom and replacing it with the number "sixteen (16)."

2. Article V of the Declaration is hereby amended by striking Section 1 and replacing it with the following:

> "1. Ownership. The ownership in each Residential Unit shall include a 1/16th undivided interest in the Common Elements."

3. Exhibit A of the Declaration is amended by adding the legal description for Phase II set forth on Exhibit 1-A attached hereto.

4. Exhibit B of the Declaration is amended to include Exhibits 1-B-1, 1-B-2, and 1-B-3 attached hereto.

5. Exhibit C of the Declaration is hereby amended by adding to it the following:

All addresses are Waukesha, Wisconsin 53186:

Unit No.	Unit Address
7A	2131A East Broadway
7B	2131B East Broadway
7C	2131C East Broadway
7D	2131D East Broadway
8A	2133A East Broadway
8B	2133B East Broadway
8C	2133C East Broadway
8D	2133D East Broadway

6. Exhibit E to the Declaration is amended by deleting said Exhibit E and Exhibit 1-E-1 attached hereto is substituted therefor.

7. By constructing the new building and submitting the Phase II Property, Declarant does not waive any of the rights to it reserved in Article XIII of the Declaration nor does it represent that such additions are the full extent of the exercise of its rights thereunder. However, DECLARANT SHALL BE UNDER NO OBLIGATION AND MAKES NO REPRESENTATION THAT IT WILL FURTHER EXPAND OR CONSTRUCT ANY PART OR ALL OF THE EXPANSION REAL ESTATE AS SUCH RIGHTS ARE RESERVED.

8. Except as otherwise stated herein, the provisions of the Declaration shall be deemed to extend to Units in all buildings as though all had been fully set forth therein at the time of recording the Declaration.

Executed at Waukesha, Wisconsin this 20th day of May, 1997.

BIELINSKI DEVELOPMENT, INC.

By: _____
Frank Bielinski, President

By: _____
Harry Bielinski, Secretary

STATE OF WISCONSIN)
) SS.
COUNTY OF WAUKESHA)

Personally came before me this 20th day of May, 1997, the above-named Frank Bielinski, President of Bielinski Development, Inc. and Harry Bielinski, Secretary of Bielinski Development, Inc., to me known to be the persons who executed the foregoing instrument and acknowledged the same.

_____
Notary Public, Waukesha Co., WI
My Commission 11-19-2000

NOTARY PUBLIC GLORIA J. RONGSTAD STATE OF WISCONSIN

THIS INSTRUMENT DRAFTED BY AND SHOULD BE RETURNED TO:

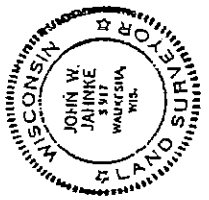
Attorney Richard R. Kobriger
Cramer, Multhauf & Hammes
1601 E. Racine Avenue, Suite 200
P.O. Box 558
Waukesha, WI 53187-0558

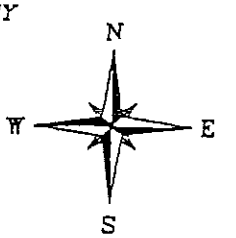
\rrk\bbb\woodsedge\declarat.am1

EXHIBIT 1-A

All that part of Lot One of CERTIFIED SURVEY MAP NO. 7992, part of the Northwest One-quarter (1/4), Northeast One-quarter (1/4), and Southeast One-quarter (1/4) of the Northeast One-quarter (1/4) of Section Twelve (12), in Township Six (6) North, Range Nineteen (19) East, in the City of Waukesha, County of Waukesha, State of Wisconsin, recorded in the office of the Register of Deeds for Waukesha County on April 12, 1996, in Volume 69 of Records at pages 146 to 152 inclusive, as Document No. 2115665 bounded and described as follows: Commencing at the Northeast corner of said Lot 1; thence North 58°08'13" West along the north line of said Lot 1 and the southerly right-of-way line of East Broadway (C.T.H. "D") 392.500 feet to the place of beginning of the lands hereinafter described; thence continuing North 58°08'13" West along the north line of said Lot 1 and said southerly right-of-way line 147.000 feet; to the northeast corner of Phase 1 of Woods Edge Condominiums recorded in Volume 3 of Condominium Plats on Pages 472-478 as Document No. 2175800, thence South 31°48'25" West along the east line of said Phase 1 156.923 feet to an angle point in said east line; thence South 14°30'29" West along said east line 66.500 feet to the southeast corner of said Phase 1; thence South 58°11'35" East 125.00 feet; thence North 31°48'25" East 224.874 feet to the place of beginning. Containing 32,343 square feet (0.742 acres) of land.

FIRST AMENDMENT TO CONDOMINIUM PLAT OF SURVEY
WOODS EDGE CONDOMINIUMS
CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN

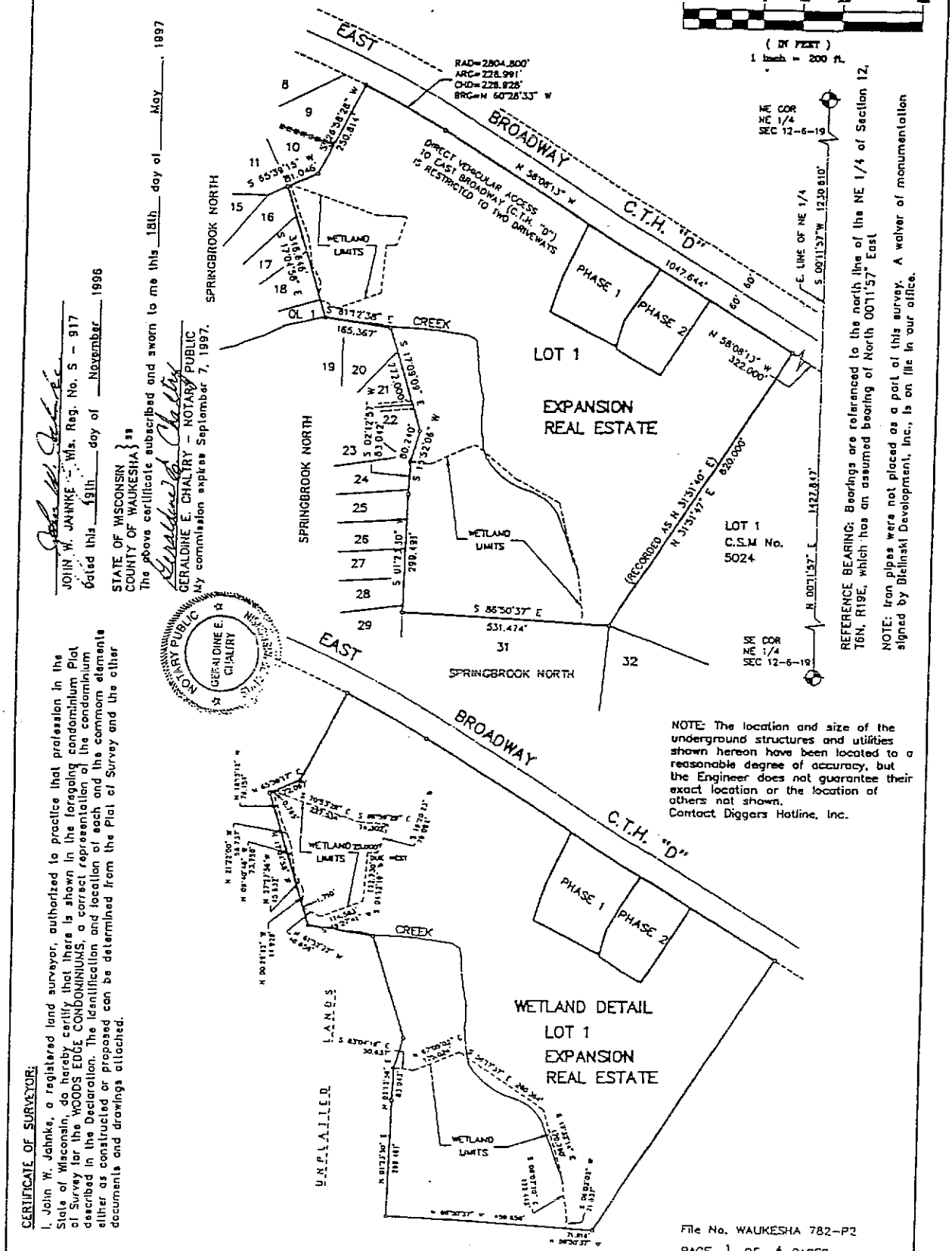




SCALE 1" = 200'

GRAPHIC SCALE

(IN FEET)
1 inch = 200 ft.



REFERENCE BEARING: Bearings are referenced to the north line of the NE 1/4 of Section 12, T6N, R19E, which has an assumed bearing of North 00°11'57" East

NOTE: Iron pipes were not placed as a part of this survey. A waiver of monumentation signed by Bielinski Development, Inc., is on file in our office.

NOTE: The location and size of the underground structures and utilities shown hereon have been located to a reasonable degree of accuracy, but the Engineer does not guarantee their exact location or the location of others not shown.
Contact Diggers Hotline, Inc.

JOHN W. JAHNKE - Wis. Reg. No. S - 917
Dated this 19th day of November 1996

STATE OF WISCONSIN }
COUNTY OF WAUKESHA } ss
The above certificate subscribed and sworn to me this 18th day of May, 1997.
GERALDINE E. CHALTRY - NOTARY PUBLIC
My commission expires September 7, 1997.

NOTARY PUBLIC GERALDINE E. CHALTRY STATE OF WISCONSIN

CERTIFICATE OF SURVEYOR:

I, John W. Jahnke, a registered land surveyor, authorized to practice that profession in the State of Wisconsin, do hereby certify that there is shown in the foregoing condominium Plat of Survey for the WOODS EDGE CONDOMINIUMS, a correct representation of the condominium described in the Declaration. The identification and location of each and the common elements either as constructed or proposed can be determined from the Plat of Survey and the other documents and drawings attached.

INSTRUMENT DRAFTED BY Kenneth L. Thomas

File No. WAUKESHA 782-P2

PAGE 1 OF 4 PAGES

EXHIBIT 1-B-2

FIRST AMENDMENT TO CONDOMINIUM PLAT OF SURVEY

WOODS EDGE CONDOMINIUMS

CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN

NOTE:
No buildings or fences shall be constructed in easements. No trees of bushes which would grow to more than 4 feet in height shall be planted within said easement shown on this plat without approval by the City of Waukesha Engineering Department.

NOTE:
UTILITY EASEMENT RECORDED IN VOLUME 306 OF DEEDS AT PAGE 499, AS DOCUMENT No. 242005 IS GENERAL IN NATURE AND CANNOT BE SHOWN.

UTILITY EASEMENT RECORDED IN VOLUME 1056 OF DEEDS ON PAGE 499 AS DOCUMENT No. 667251 DOES NOT EFFECT THIS PROPERTY.

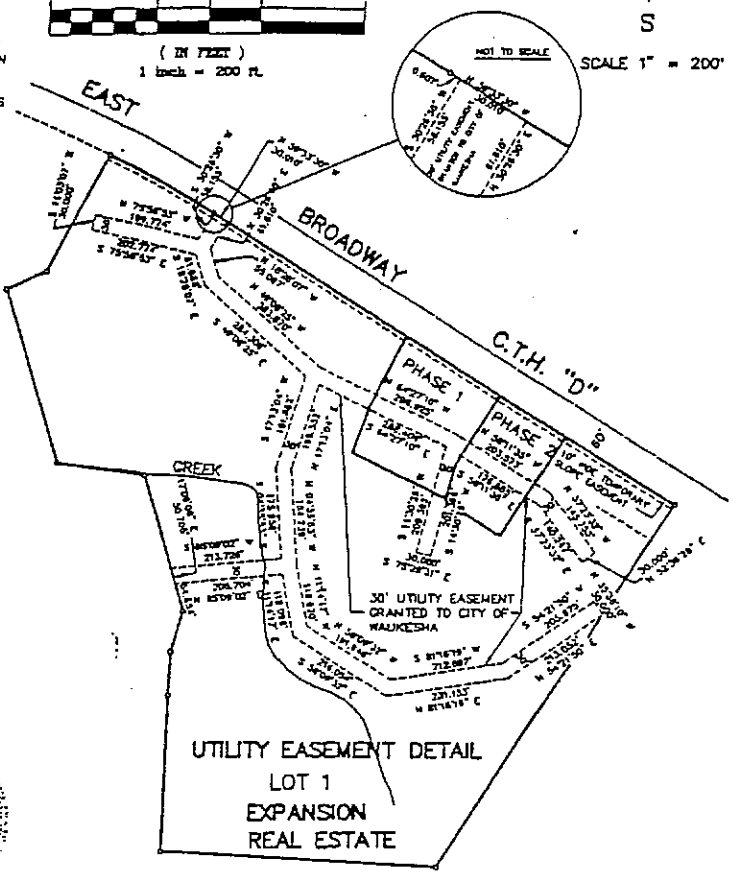
EASEMENT DETAILS:

GRAPHIC SCALE

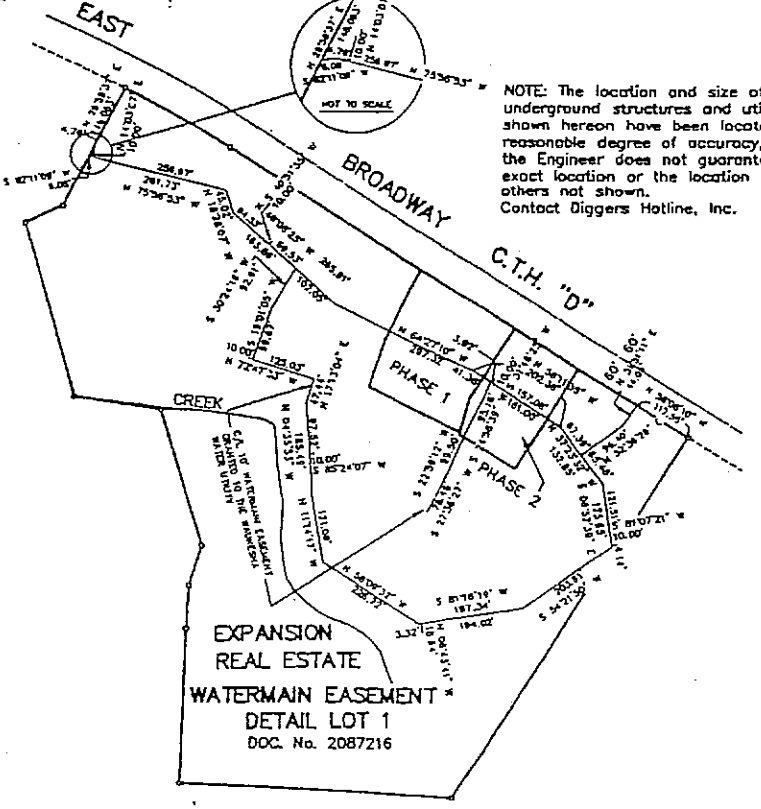
(IN FEET)
1 inch = 200 ft.

N
W E
S

SCALE 1" = 200'



UTILITY EASEMENT DETAIL
LOT 1
EXPANSION
REAL ESTATE



EXPANSION
REAL ESTATE
WATERMAIN EASEMENT
DETAIL LOT 1
DOC. No. 2087216

NOTE: The location and size of the underground structures and utilities shown hereon have been located to a reasonable degree of accuracy, but the Engineer does not guarantee their exact location or the location of others not shown.
Contact Diggers Hotline, Inc.

WISCONSIN LAND SURVEYOR
JOHN W. JAHNKE
S-917
WAUKESHA, WIS.

JOHN W. JAHNKE Wis. Reg. No. S - 917

Dated this 19th day of November 1996

STATE OF WISCONSIN }ss
COUNTY OF WAUKESHA }

The above certificate subscribed and sworn to me this 18th day of May, 1997

GERALDINE E. CHALTRY – NOTARY PUBLIC
My commission expires September 7, 1997.

NOTARY PUBLIC
GERALDINE E. CHALTRY
STATE OF WISCONSIN

CERTIFICATE OF SURVEYOR:

I, John W. Jahnke, a registered land surveyor, authorized to practice that profession in the State of Wisconsin, do hereby certify that there is shown in the foregoing condominium Plat of Survey for the WOODS EDGE CONDOMINIUMS, a correct representation of the condominium described in the Declaration. The identification and location of each and the common elements either as constructed or proposed can be determined from the Plat of Survey and the other documents and drawings attached.

INSTRUMENT DRAFTED BY Kenneth L. Thomas

File No. WAUKESHA 782–P2

EXHIBIT 1-B-3

FIRST AMENDMENT TO CONDOMINIUM PLAT OF SURVEY
WOODS EDGE CONDOMINIUMS
CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN

PHASE 2

ADDRESS:
BUILDING 7 2131 A,B,C, & D, EAST BROADWAY
BUILDING 8 2133 A,B,C, & D, EAST BROADWAY
CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN

N
W E
S

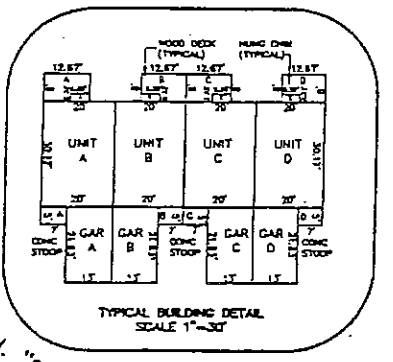
SCALE 1" = 60'

GRAPHIC SCALE

(IN FEET)
1 inch = 60 ft.

LEGAL DESCRIPTION: (PHASE 2)

All that part of Lot One of CERTIFIED SURVEY MAP NO. 7992, part of the Northwest One-quarter (1/4), Northeast One-quarter (1/4), and Southeast One-quarter (1/4) of the Northeast One-quarter (1/4) of Section Twelve (12), in Township Six (6) North, Range Nineteen (19) East, in the City of Waukesha, County of Waukesha, State of Wisconsin, recorded in the office of the Register of Deeds, for Waukesha County on April 12, 1996 in Volume 69 of Records at pages 146 to 152 inclusive, as Document No. 2115665 bounded and described as follows: Commencing at the Northeast corner of said Lot 1; thence North 58°08'13" West along the north line of said Lot 1 and the southerly right-of-way line of East Broadway (C.T.H. "D") 392.500 feet to the place of beginning of the lands hereinafter described; thence continuing North 58°08'13" West along the north line of said Lot 1 and said southerly right-of-way line 147.000 feet; to the northeast corner of Phase 1 of Woods Edge Condominiums recorded in Volume 3 of Condominium Plats on Pages 472-478 as Document No. 2175800, thence South 31°48'25" West along the east line of said Phase 1 156.923 feet to a angle point in said east line; thence South 14°30'29" West along said east line 66.500 feet to the southeast corner of said Phase 1; thence South 58°11'35" East 125.00 feet; thence North 31°48'25" East 224.874 feet to the place of beginning. Containing 32,343 square feet (0.742 acres) of land.



TYPICAL BUILDING DETAIL
SCALE 1"=30'

NOTE:
SEE PAGE 2 OF 4 PAGES FOR COMPLETE EASEMENT DIMENSIONS

REFER TO PAGES 5,6 & 7 OF 7 PAGES OF WOODS EDGE CONDOMINIUMS PHASE 1 RECORDED DECEMBER 2, 1996 IN VOLUME 3 OF CONDOMINIUM PLATS ON PAGES 472-478 AS DOCUMENT No. 2175800 FOR THE FLOOR PLANS OF BUILDINGS No. 7 & No.8

NOTE:
The Limited Common Elements consist of the outside deck, walks, patio or porches, if any, immediately adjacent and appurtenant to each unit to which it has access by a door from the unit and the driveway immediately adjacent and appurtenant to the garage door to each unit.

CERTIFICATE OF SURVEYOR:

I, John W. Jahnke, a registered land surveyor, authorized to practice that profession in the State of Wisconsin, do hereby certify that there is shown in the foregoing condominium Plat of Survey for the WOODS EDGE CONDOMINIUMS, 2131, A,B,C,D, 2133, A,B,C,D, East Broadway, a correct representation of the condominium described in the Declaration. The identification and location of each and the common elements either as constructed or proposed can be determined from the Plat of Survey and the other documents and drawings attached.

JOHN W. JAHNKE - Wis. Reg. No. S - 917

Dated this 19th day of May 1997

WISCONSIN JOHN W. JAHNKE S-917 WAUKESHA, WIS. LAND SURVEYOR

NOTARY PUBLIC GERALDINE E. CHALTRY STATE OF WISCONSIN

STATE OF WISCONSIN }
COUNTY OF WAUKESHA } ss

The above certificate subscribed and sworn to me this 19th day of May 1997

GERALDINE E. CHALTRY - NOTARY PUBLIC
My commission expires September 7, 1997.

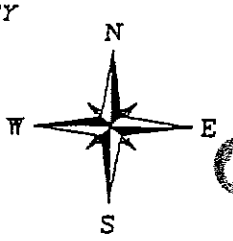
File No. WAUKESHA 782-P2

INSTRUMENT DRAFTED BY Kenneth L. Thomas

FIRST AMENDMENT TO CONDOMINIUM PLAT OF SURVEY
WOODS EDGE CONDOMINIUMS
CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN

EXPANSION REAL ESTATE

LEGAL DESCRIPTION: (EXPANSION REAL ESTATE)
Lot One of CERTIFIED SURVEY MAP NO. 7992, part of the Northwest One-quarter (1/4), Northeast One-quarter (1/4), and Southeast One-quarter (1/4) of the Northeast One-quarter (1/4) of Section Twelve (12), in Township Six (6) North, Range Nineteen (19) East, in the City of Waukesha, County of Waukesha, State of Wisconsin, recorded in the office of the Register of Deeds, for Waukesha County on April 12, 1996 in Volume 69 of Records at pages 146 to 152 inclusive, as Document NO. 2115665.
EXCEPTING THEREFROM: THE LEGAL DESCRIPTION FOR PHASE 1
EXCEPTING THEREFROM: THE LEGAL DESCRIPTION FOR PHASE 2

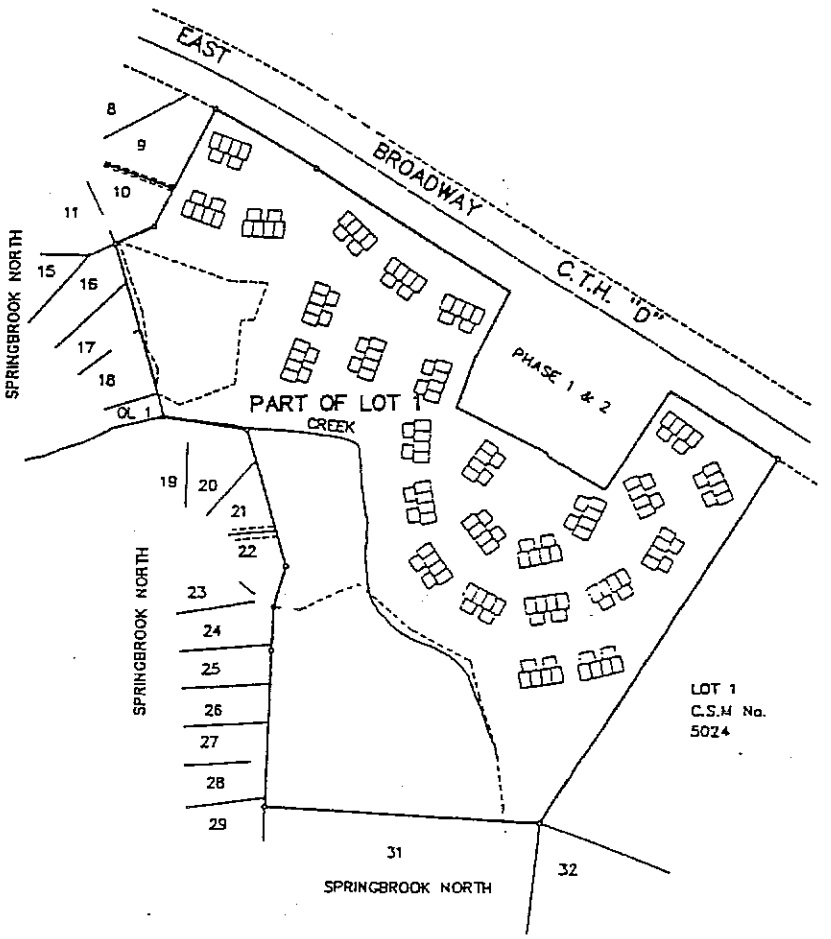


SCALE 1" = 200'

GRAPHIC SCALE



(IN FEET)
1 inch = 200 ft.



CERTIFICATE OF SURVEYOR:

I, John W. Johnke, a registered land surveyor, authorized to practice that profession in the State of Wisconsin, do hereby certify that there is shown in the foregoing condominium Plat of Survey for the WOODS EDGE CONDOMINIUMS, a correct representation of the condominium described in the Declaration. The identification and location of each unit and the common elements either as constructed or proposed can be determined from this Plat of Survey and the other documents and drawings attached.

JOHN W. JAHNKE – Wis. Reg. No. S – 917

Dated this 19th day of May 1997

WISCONSIN JOHN W. JAHNKE S-917 WAUKESHA, WIS. LAND SURVEYOR

STATE OF WISCONSIN }
COUNTY OF WAUKESHA } ss

The above certificate subscribed and sworn to me this 19th day of May, 1997

NOTARY PUBLIC GERALDINE E. CHALTRY

GERALDINE E. CHALTRY – NOTARY PUBLIC
My commission expires September 7, 1997.

File No. WAUKESHA 782-P2

PAGE 4 OF 4 PAGES

INSTRUMENT DRAFTED BY Kenneth L. Thomas

2239980

Document Number

SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM OF WOODS EDGE CONDOMINIUMS

2239980

REGISTER'S OFFICE
WAUKESHA COUNTY, WIS } SS

97 AUG 22 PM 2:38

REEL 2493 IMAGE 0540

REGISTER OF DEEDS

This space reserved for recording data

RETURN TO

Richard R. Kobriger
Cramer, Multhauf & Hammes
P.O. Box 558
Waukesha, WI 53187

Tax Parcel No.

SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM

OF

WOODS EDGE CONDOMINIUMS

THIS SECOND AMENDMENT to Declaration of Condominium of Woods Edge Condominiums is made by Bielinski Development, Inc., a Wisconsin corporation (hereinafter "Declarant"), pursuant to and in accordance with the provisions of the Condominium Ownership Act created by Chapter 703 of the Wisconsin Statutes and the Declaration of Condominium of Woods Edge Condominiums dated October 30, 1996, and recorded in the Office of the Register of Deeds for Waukesha County, Wisconsin on December 2, 1996, as Document No. 2175801 in Reel 2352, Image 0094, hereinafter referred to as the "Declaration."

WITNESSETH:

In Article XIII of the Declaration, Declarant reserves the right to expand the Condominium by subjecting to the Declaration parts or all of the real estate described in Exhibit E of the Declaration (the "Expansion Real Estate") and also by constructing thereon, either before or after such expansion, no more than an additional one hundred and four (104) Units.

Declarant now desires to subject to the Declaration a portion of the Expansion Real Estate (hereinafter "The Phase III Property) and to construct thereon two (2) buildings consisting of eight (8) units.

The Phase III property and the additional building and improvements thereon, together with the Condominium created under the Declaration, shall be referred to herein jointly as the "Condominium." As used herein, the term "Unit Owner" shall mean the owner of a Unit and any building previously declared or declared herein, unless otherwise limited.

NOW, THEREFORE, Declarant, the fee owner of the Phase III Property, pursuant to Article XIII of the Declaration, hereby amends the Declaration by submitting the Phase III Property described in Exhibit 2-A attached hereto and the additional buildings and improvements to the

Condominium Ownership Act and the Declaration as though fully set forth therein at the time of recording the Declaration, subject to taxes and assessments not yet due and payable, municipal and zoning ordinances, recorded easements and restrictions, any other easements and/or rights in favor of gas, sanitary sewers, storm sewers, electric, telephone and water utilities, all other matters of record and the following restrictions and conditions:

1. Article I of the Declaration as amended by the First Amendment to Declaration is hereby amended by striking the number "sixteen (16)" therefrom and replacing it with the number "twenty-four (24)."

2. Article V of the Declaration is hereby amended by striking Section 1 and replacing it with the following:

> "1. Ownership. The ownership in each Residential Unit shall include a 1/24th undivided interest in the Common Elements."

3. Exhibit A of the Declaration is amended by adding the legal description for Phase III set forth on Exhibit 2-A attached hereto.

4. Exhibit B of the Declaration is amended to include Exhibits 2-B-1, 2-B-2, and 2-B-3 attached hereto.

5. Exhibit C of the Declaration is hereby amended by adding to it the following:

All addresses are Waukesha, Wisconsin 53186:

Unit No.	Unit Address
3A	2123A East Broadway
3B	2123B East Broadway
3C	2123C East Broadway
3D	2123D East Broadway
4A	2125A East Broadway
4B	2125B East Broadway
4C	2125C East Broadway
4D	2125D East Broadway

6. Exhibit E to the Declaration as amended by the First Amendment to Declaration is amended by deleting Exhibit 1-E-1 and Exhibit 2-E-1 attached hereto is substituted therefor.

7. By constructing the new building and submitting the Phase III Property, Declarant does not waive any of the rights to it reserved in Article XIII of the Declaration nor does it represent that such additions are the full extent of the exercise of its rights thereunder. However, DECLARANT SHALL BE UNDER NO OBLIGATION AND MAKES NO REPRESENTATION THAT IT WILL FURTHER EXPAND OR CONSTRUCT ANY PART OR ALL OF THE EXPANSION REAL ESTATE AS SUCH RIGHTS ARE RESERVED.

8. Except as otherwise stated herein, the provisions of the Declaration shall be deemed to extend to Units in all buildings as though all had been fully set forth therein at the time of recording the Declaration.

Executed at Waukesha, Wisconsin this 6th day of June, 1997.

BIELINSKI DEVELOPMENT, INC.

By: _____
Frank Bielinski, President

By: _____
Harry Bielinski, Secretary

STATE OF WISCONSIN)
) SS.
COUNTY OF WAUKESHA)

Personally came before me this 6th day of June, 1997, the above-named Frank Bielinski, President of Bielinski Development, Inc. and Harry Bielinski, Secretary of Bielinski Development, Inc., to me known to be the persons who executed the foregoing instrument and acknowledged the same.

_____
Notary Public, Waukesha Co., WI
My Commission 11-19-2000

NOTARY PUBLIC GLORIA J. RONGSTAD STATE OF WISCONSIN

THIS INSTRUMENT DRAFTED BY AND SHOULD BE RETURNED TO:

Attorney Richard R. Kobriger
Cramer, Multhauf & Hammes
1601 E. Racine Avenue, Suite 200
P.O. Box 558
Waukesha, WI 53187-0558

\rrk\bbb\woodsedge\declarat.am2

EXHIBIT 2-A

All that part of Lot One of CERTIFIED SURVEY MAP NO. 7992, part of the Northwest One-quarter (1/4), Northeast One-quarter (1/4), and Southeast One-quarter (1/4) of the Northeast One-quarter (1/4) of Section Twelve (12), in Township Six (6) North, Range Nineteen (19) East, in the City of Waukesha, County of Waukesha, State of Wisconsin, recorded in the office of the Register of Deeds for Waukesha County on April 12, 1996, in Volume 69 of Records at pages 146 to 152 inclusive, as Document No. 2115665 bounded and described as follows: Commencing at the Northeast corner of said Lot 1; thence North 58°08'13" West along the north line of said Lot 1 and the southerly right-of-way line of East Broadway (C.T.H. "D") 392.500 feet to the northeast corner of Phase 2 of Woods Edge Condominiums recorded in Volume 3 of Condominium Plats on Pages 613-616 as Document No. 2216306, thence South 31°48'25" West along the east line of said Phase 2 224.874 feet to the South line of said Phase 2; thence North 58°11'35" West along the South line of said Phase 2 125.00 feet; to the place of beginning of lands hereinafter described; thence South 29°55'20" East 71.512 feet; thence South 25°48'25" West 70.000 feet; thence South 78°25'00" West 61.363 feet; thence South 21°45'44" West 105.593 feet; thence North 62°30'13" West 52.168 feet; thence North 39°22'56" West 65.246 feet; thence North 05°22'56" West 137.528 feet; thence North 09°22'47" East 116.897 feet to the south line of Phase 1 Woods Edge Condominiums recorded in Volume 3 of Condominiums on Pages 472-478 as Document No. 2175800, thence South 63°48'49" East along the south line of said Phase 1 196.000 feet to the west line of said Phase 2, thence South 06°00'00" West along the west line of said Phase 2 5.113 feet to the place of beginning. Containing 45,249 square feet (1.039 acres) of land.

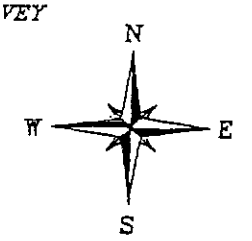
SECOND AMENDMENT TO CONDOMINIUM PLAT OF SURVEY

WOODS EDGE CONDOMINIUMS

CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN

REEL 2493 IMAGE 0544

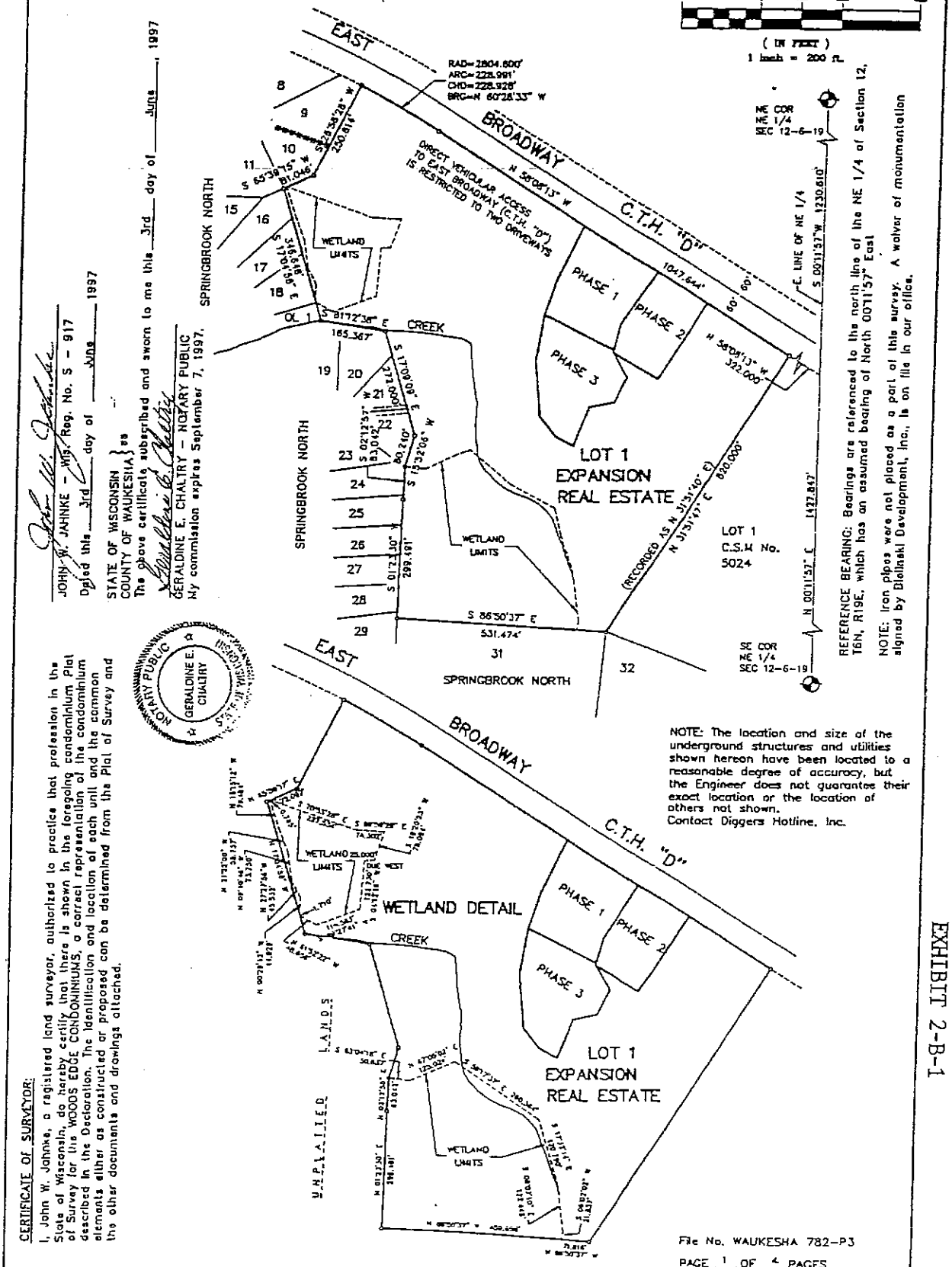




SCALE 1" = 200'

GRAPHIC SCALE

(IN FEET)
1 inch = 200 ft.



NW COR 1/4 SEC 12-6-19

E. LINE OF NE 1/4 S 00°11'57" W 1230.610'

S 00°11'57" E 1422.847'

SE COR NE 1/4 SEC 12-6-19

REFERENCE BEARING: Bearings are referenced to the north line of the NE 1/4 of Section 12, T6N, R19E, which has an assumed bearing of North 00°11'57" East

NOTE: Iron pipes were not placed as a part of this survey. A waiver of monumentation signed by Bielinski Development, Inc., is on file in our office.

NOTE: The location and size of the underground structures and utilities shown hereon have been located to a reasonable degree of accuracy, but the Engineer does not guarantee their exact location or the location of others not shown. Contact Diggers Hotline, Inc.

JOHN W. JAHNKE – Wis. Reg. No. S – 917

Dated this 3rd day of June 1997

STATE OF WISCONSIN }
COUNTY OF WAUKESHA } ss

The above certificate subscribed and sworn to me this 3rd day of June 1997.

GERALDINE E. CHALTRY – NOTARY PUBLIC
My commission expires September 7, 1997.

NOTARY PUBLIC GERALDINE E. CHALTRY WISCONSIN

CERTIFICATE OF SURVEYOR:

I, John W. Jahnke, a registered land surveyor, authorized to practice that profession in the State of Wisconsin, do hereby certify that there is shown in the foregoing condominium Plat of Survey for the WOODS EDGE CONDOMINIUMS, a correct representation of the condominium described in the Declaration. The identification and location of each unit and the common elements either as constructed or proposed can be determined from the Plat of Survey and the other documents and drawings attached.

INSTRUMENT DRAFTED BY Kenneth L. Thomas

File No. WAUKESHA 782-P3

PAGE 1 OF 4 PAGES

EXHIBIT 2-B-1

SECOND AMENDMENT TO CONDOMINIUM PLAT OF SURVEY

WOODS EDGE CONDOMINIUMS

CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN

NOTE:
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NOTE:
UTILITY EASEMENT RECORDED IN VOLUME 308 OF DEEDS AT PAGE 499, AS DOCUMENT No. 242005 IS GENERAL IN NATURE AND CANNOT BE SHOWN.

UTILITY EASEMENT RECORDED IN VOLUME 1056 OF DEEDS ON PAGE 499 AS DOCUMENT No. 667251 DOES NOT EFFECT THIS PROPERTY.

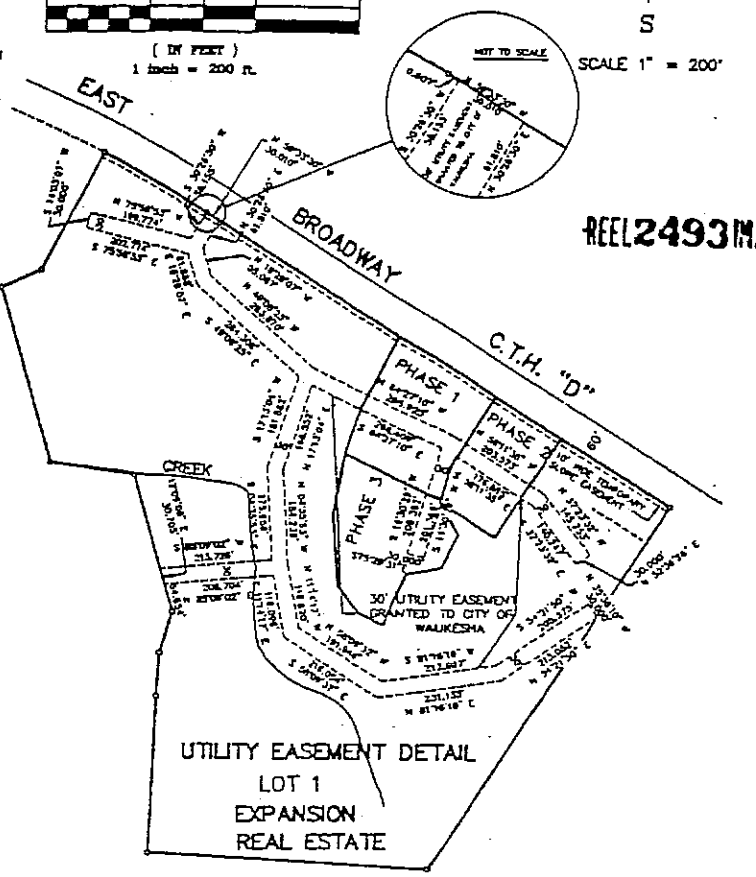
EASEMENT DETAILS:

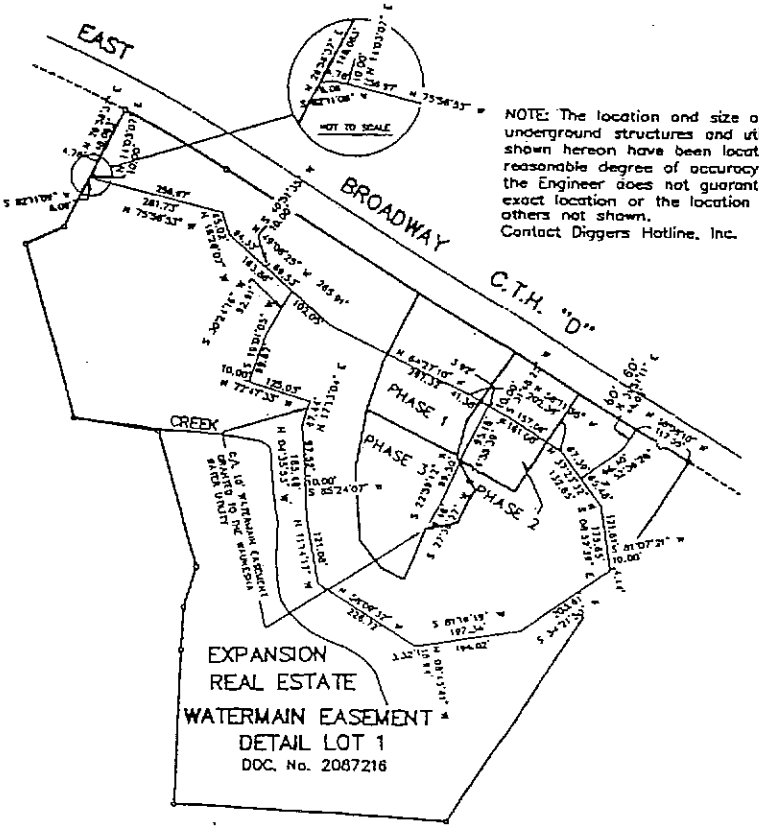
GRAPHIC SCALE

(IN FEET)
1 inch = 200 ft.

N
W E
S

SCALE 1" = 200'





NOTE: The location and size of the underground structures and utilities shown hereon have been located to a reasonable degree of accuracy, but the Engineer does not guarantee their exact location or the location of others not shown. Contact Diggers Hotline, Inc.

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Dated this 3rd day of June 1997

STATE OF WISCONSIN }ss
COUNTY OF WAUKESHA }

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INSTRUMENT DRAFTED BY Kenneth L. Thomas

File No. WAUKESHA 782-P3

PAGE 2 OF 4 PAGES

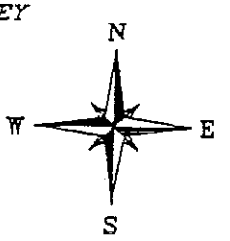
REEL 2493 IMAGE 054

EXHIBIT 2-B-2

SECOND AMENDMENT TO CONDOMINIUM PLAT OF SURVEY
WOODS EDGE CONDOMINIUMS
CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN

PHASE 3

ADDRESS:
BUILDING 3 2123 A,B,C, & D, EAST BROADWAY
BUILDING 4 2125 A,B,C, & D, EAST BROADWAY
CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN



SCALE 1" = 60'

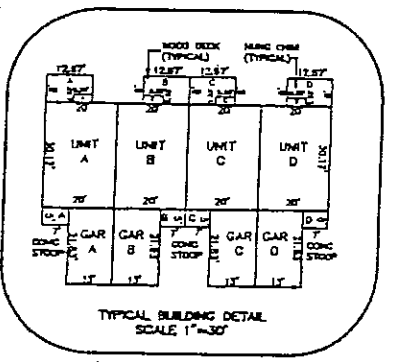
GRAPHIC SCALE



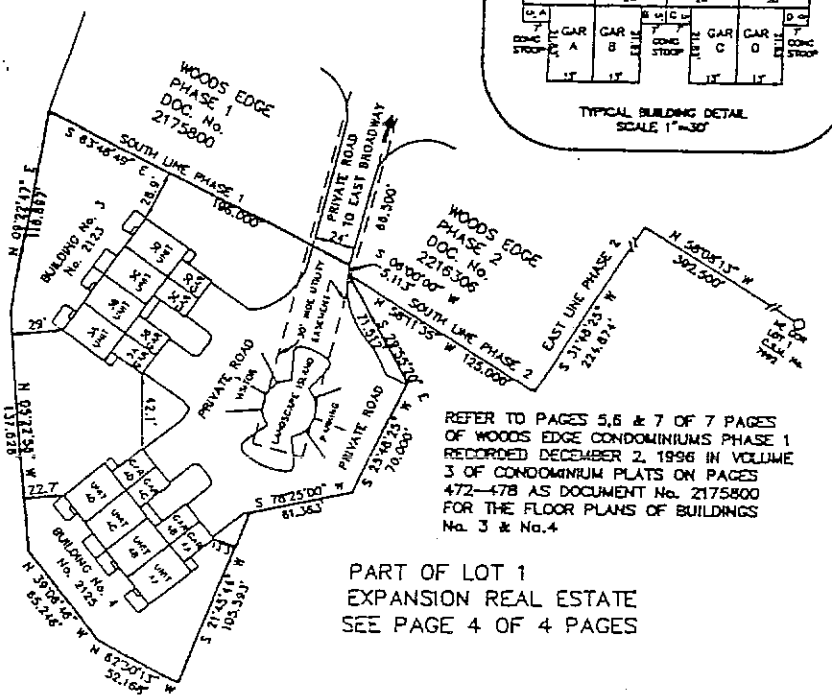
(IN FEET)
1 inch = 60 ft.

LEGAL DESCRIPTION: (PHASE 3)

All that part of Lot One of CERTIFIED SURVEY MAP NO. 7992, part of the Northwest One-quarter (1/4), Northeast One-quarter (1/4), and Southeast One-quarter (1/4) of the Northeast One-quarter (1/4) of Section Twelve (12), in Township Six (6) North, Range Nineteen (19) East, in the City of Waukesha, County of Waukesha, State of Wisconsin, recorded in the office of the Register of Deeds, for Waukesha County on April 12, 1996 in Volume 69 of Records at pages 146 to 152 inclusive, as Document No. 2115665 bounded and described as follows: Commencing at the Northeast corner of said Lot 1; thence North 58°08'13" West along the north line of said Lot 1 and the southerly right-of-way line of East Broadway (C.T.H. "D") 392.500 feet to the northeast corner of Phase 2 of Woods Edge Condominiums recorded in Volume 3 of Condominium Plats on Pages 613-616 as Document No. 2216306, thence South 31°48'25" West along the east line of said Phase 2 224.874 feet to the South line of said Phase 2; thence North 58°11'35" West along the South line of said Phase 2 125.00 feet; to the place of beginning of lands hereinafter described; thence South 29°55'20" East 71.512 feet; thence South 25°48'25" West 70.000 feet; thence South 78°25'00" West 61.363 feet; thence South 21°45'44" West 105.593 feet; thence North 62°30'13" West 52.168 feet; thence North 39°22'56" West 65.246 feet; thence North 05°22'56" West 137.528 feet; thence North 09°22'47" East 116.897 feet to the south line of Phase 1 Woods Edge Condominiums recorded in Volume 3 of Condominiums on Pages 472-478 as Document No. 2175800, thence South 63°48'49" East along the south line of said Phase 1 196.000 feet to the west line of said Phase 2, thence South 06°00'00" West along the west line of said Phase 2 5.113 feet to the place of beginning. Containing 45,249 square feet (1.039 acres) of land.



NOTE:
SEE PAGE 2 OF 4 PAGES FOR COMPLETE EASEMENT DIMENSIONS



PART OF LOT 1
EXPANSION REAL ESTATE
SEE PAGE 4 OF 4 PAGES

NOTE:
The Limited Common Elements consist of the outside deck, patio or porches, if any, immediately adjacent and appurtenant to each unit to which it has access by a door from the unit and the driveway immediately adjacent and appurtenant to the garage door to each unit.

REFER TO PAGES 5,6 & 7 OF 7 PAGES OF WOODS EDGE CONDOMINIUMS PHASE 1 RECORDED DECEMBER 2, 1996 IN VOLUME 3 OF CONDOMINIUM PLATS ON PAGES 472-478 AS DOCUMENT No. 2175800 FOR THE FLOOR PLANS OF BUILDINGS No. 3 & No.4

PART OF LOT 1
EXPANSION REAL ESTATE
SEE PAGE 4 OF 4 PAGES

CERTIFICATE OF SURVEYOR:

I, John W. Jahnke, a registered land surveyor, authorized to practice that profession in the State of Wisconsin, do hereby certify that there is shown in the foregoing condominium Plat of Survey for the WOODS EDGE CONDOMINIUMS, 2123, A,B,C,D. 2125, A,B,C,D. East Broadway, a correct representation of the condominium described in the Declaration. The identification and location of each unit and the common elements either as constructed or proposed can be determined from the Plat of Survey and the other documents and drawings attached.

JOHN W. JAHNKE – Wisc Reg. No. S – 917

Dated this 3rd day of June 1997

WISCONSIN JOHN W. JAHNKE S-917 WAUKESHA, WIS. LAND SURVEYOR

NOTARY PUBLIC GERALDINE E. CHALTRY STATE OF WISCONSIN

STATE OF WISCONSIN } ss
COUNTY OF WAUKESHA }

The above certificate subscribed and sworn to me this 3rd day of June 1997

GERALDINE E. CHALTRY – NOTARY PUBLIC
My commission expires September 7, 1997.

INSTRUMENT DRAFTED BY Kenneth L. Thomas

File No. WAUKESHA 782-P3

PAGE 3 OF 4 PAGES

EXHIBIT 2-B-3

SECOND AMENDMENT TO CONDOMINIUM PLAT OF SURVEY

WOODS EDGE CONDOMINIUMS

CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN

EXPANSION REAL ESTATE

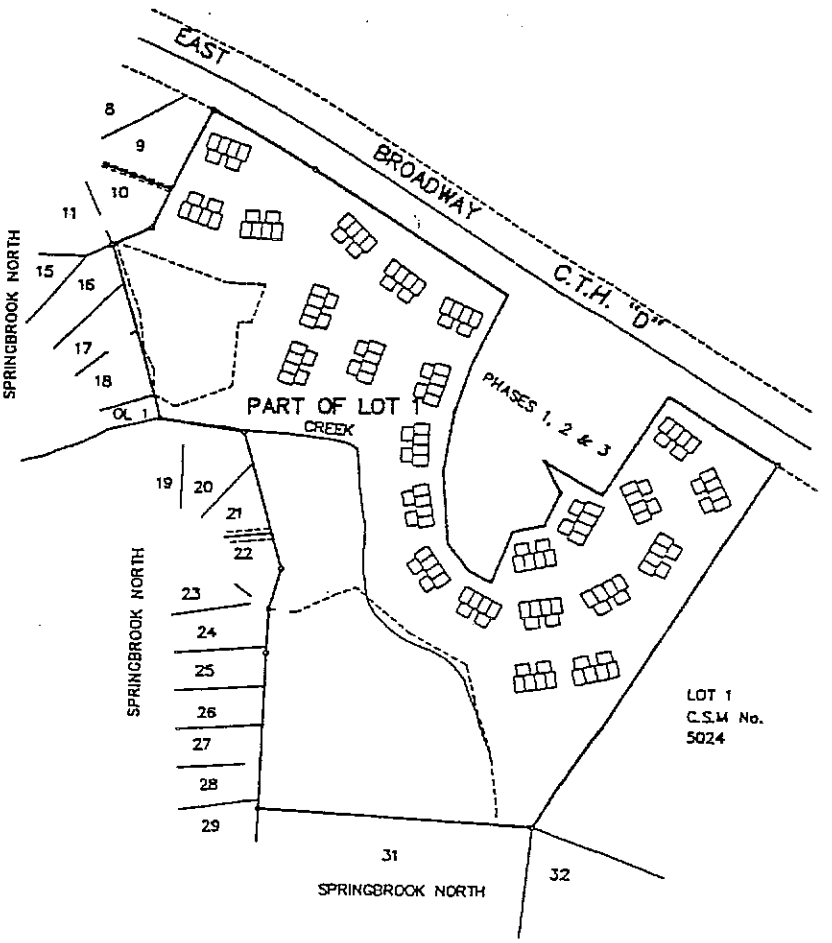
LEGAL DESCRIPTION: (EXPANSION REAL ESTATE)
Lot One of CERTIFIED SURVEY MAP NO. 7992, part of the Northwest One-quarter (1/4), Northeast One-quarter (1/4), and Southeast One-quarter (1/4) of the Northeast One-quarter (1/4) of Section Twelve (12), in Township Six (6) North, Range Nineteen (19) East, in the City of Waukesha, County of Waukesha, State of Wisconsin, recorded in the office of the Register of Deeds, for Waukesha County on April 12, 1996 in Volume 59 of Records at pages 146 to 152 inclusive, as Document NO. 2115665.
EXCEPTING THEREFROM: THE LEGAL DESCRIPTION FOR PHASE 1
EXCEPTING THEREFROM: THE LEGAL DESCRIPTION FOR PHASE 2
EXCEPTING THEREFROM: THE LEGAL DESCRIPTION FOR PHASE 3

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SCALE 1" = 200'

GRAPHIC SCALE

(IN FEET)
1 inch = 200 ft.



WISCONSIN JOHN W. JAHNKE S-917 WAUKESHA, WIS. LAND SURVEYOR

CERTIFICATE OF SURVEYOR:

I, John W. Jahnke, a registered land surveyor, authorized to practice that profession in the State of Wisconsin, do hereby certify that there is shown in the foregoing condominium Plat of Survey for the WOODS EDGE CONDOMINIUMS, a correct representation of the condominium described in the Declaration. The identification and location of each unit and the common elements either as constructed or proposed can be determined from the Plat of Survey and the other documents and drawings attached.

JOHN W. JAHNKE – Wis. Reg. No. S – 917
Dated this 3rd day of June 1997

NOTARY PUBLIC GERALDINE E. CHALTRY STATE OF WISCONSIN

STATE OF WISCONSIN }
COUNTY OF WAUKESHA } ss
The above certificate subscribed and sworn to me this 3rd day of June, 1997

GERALDINE E. CHALTRY – NOTARY PUBLIC
My commission expires September 7, 1997.

File No. WAUKESHA 782-P3

PAGE 4 OF 4 PAGES

INSTRUMENT DRAFTED BY Kenneth L. Thomas

EXHIBIT 2-E-1

2262016

Document Number

THIRD AMENDMENT TO DECLARATION OF CONDOMINIUM OF WOODS EDGE CONDOMINIUMS

2262016

REGISTER'S OFFICE WAUKESHA COUNTY, WIS } SS

97 NOV 10 AM 9:22

REEL 2539 IMAGE 0359

REGISTER OF DEEDS

This space reserved for recording data

RETURN TO

Richard R. Kobriger
Cramer, Multhauf & Hammes
P.O. Box 558
Waukesha, WI 53187

Tax Parcel No.

THIRD AMENDMENT TO DECLARATION OF CONDOMINIUM

OF

WOODS EDGE CONDOMINIUMS

THIS THIRD AMENDMENT to Declaration of Condominium of Woods Edge Condominiums is made by Bielinski Development, Inc., a Wisconsin corporation (hereinafter "Declarant"), pursuant to and in accordance with the provisions of the Condominium Ownership Act created by Chapter 703 of the Wisconsin Statutes and the Declaration of Condominium of Woods Edge Condominiums dated October 30, 1996, and recorded in the Office of the Register of Deeds for Waukesha County, Wisconsin on December 2, 1996, as Document No. 2175801 in Reel 2352, Image 0094, hereinafter referred to as the "Declaration."

Pcl 24-

WITNESSETH:

In Article XIII of the Declaration, Declarant reserves the right to expand the Condominium by subjecting to the Declaration parts or all of the real estate described in Exhibit E of the Declaration (the "Expansion Real Estate") and also by constructing thereon, either before or after such expansion, no more than an additional one hundred and four (104) Units.

Declarant now desires to subject to the Declaration a portion of the Expansion Real Estate (hereinafter "The Phase IV Property) and to construct thereon two (2) buildings consisting of eight (8) units.

The Phase IV property and the additional building and improvements thereon, together with the Condominium created under the Declaration, shall be referred to herein jointly as the "Condominium." As used herein, the term "Unit Owner" shall mean the owner of a Unit and any building previously declared or declared herein, unless otherwise limited.

NOW, THEREFORE, Declarant, the fee owner of the Phase IV Property, pursuant to Article XIII of the Declaration, hereby amends the Declaration by submitting the Phase IV Property described in Exhibit 3-A attached hereto and the additional buildings and improvements to the

Condominium Ownership Act and the Declaration as though fully set forth therein at the time of recording the Declaration, subject to taxes and assessments not yet due and payable, municipal and zoning ordinances, recorded easements and restrictions, any other easements and/or rights in favor of gas, sanitary sewers, storm sewers, electric, telephone and water utilities, all other matters of record and the following restrictions and conditions:

1. Article I of the Declaration as amended by the Second Amendment to Declaration is hereby amended by striking the number "twenty-four (24)" therefrom and replacing it with the number "thirty-two (32)."

2. Article V of the Declaration is hereby amended by striking Section 1 and replacing it with the following:

> "1. Ownership. The ownership in each Residential Unit shall include a 1/32nd undivided interest in the Common Elements."

3. Exhibit A of the Declaration is amended by adding the legal description for Phase IV set forth on Exhibit 3-A attached hereto.

4. Exhibit B of the Declaration is amended to include Exhibits 3-B-1, 3-B-2, and 3-B-3 attached hereto.

5. Exhibit C of the Declaration is hereby amended by adding to it the following:

All addresses are Waukesha, Wisconsin 53186:

Unit No.	Unit Address
5A	2127A East Broadway
5B	2127B East Broadway
5C	2127C East Broadway
5D	2127D East Broadway
6A	2129A East Broadway
6B	2129B East Broadway
6C	2129C East Broadway
6D	2129D East Broadway

6. Exhibit E to the Declaration as amended by the Second Amendment to Declaration is amended by deleting Exhibit 2-E-1 and Exhibit 3-E-1 attached hereto is substituted therefor.

7. By constructing the new building and submitting the Phase IV Property, Declarant does not waive any of the rights to it reserved in Article XIII of the Declaration nor does it represent that such additions are the full extent of the exercise of its rights thereunder. However, DECLARANT SHALL BE UNDER NO OBLIGATION AND MAKES NO REPRESENTATION THAT IT WILL FURTHER EXPAND OR CONSTRUCT ANY PART OR ALL OF THE EXPANSION REAL ESTATE AS SUCH RIGHTS ARE RESERVED.

8. Except as otherwise stated herein, the provisions of the Declaration shall be deemed to extend to Units in all buildings as though all had been fully set forth therein at the time of recording the Declaration.

Executed at Waukesha, Wisconsin this 3RD day of SEPTEMBER, 1997.

BIELINSKI DEVELOPMENT, INC.

By: _____
Frank Bielinski, President

By: _____
Harry Bielinski, Secretary

STATE OF WISCONSIN)
) SS.
COUNTY OF WAUKESHA)

Personally came before me this 3RD day of SEPTEMBER 1997, the above-named Frank Bielinski, President of Bielinski Development, Inc. and Harry Bielinski, Secretary of Bielinski Development, Inc., to me known to be the persons who executed the foregoing instrument and acknowledged the same.

_____
Notary Public, Waukesha Co., WI
My Commission 11-19-2000

NOTARY PUBLIC GLORIA J. RONGSTAD STATE OF WISCONSIN

THIS INSTRUMENT DRAFTED BY AND SHOULD BE RETURNED TO:

Attorney Richard R. Kobriger
Cramer, Multhauf & Hammes
1601 E. Racine Avenue, Suite 200
P.O. Box 558
Waukesha, WI 53187-0558

ot\rrk\bbb\woodsedge\declarat.am3

EXHIBIT 3-A

All that part of Lot One of CERTIFIED SURVEY MAP NO. 7992, part of the Northwest One-quarter (1/4), Northeast One-quarter (1/4), and Southeast One-quarter (1/4) of the Northeast One-quarter (1/4) of Section Twelve (12), in Township Six (6) North, Range Nineteen (19) East, in the City of Waukesha, County of Waukesha, State of Wisconsin, recorded in the office of the Register of Deeds for Waukesha County on April 12, 1996 in Volume 69 of Records at pages 146 to 152 inclusive, as Document No. 2115665 bounded and described as follows: Commencing at the Northeast corner of said Lot 1; thence North 58°08'13" West along the north line of said Lot 1 and the southerly right-of-way line of East Broadway (C.T.H. "D") 392.500 feet to the northeast corner of Phase 2 of Woods Edge Condominiums recorded in Volume 3 of Condominium Plats on pages 613-616 as Document No. 2216306, thence South 31°48'25" West along the east line of said Phase 2 224.874 feet to the South line of said Phase 2; and the place of beginning of lands hereinafter described; thence North 58°11'35" West along the South line of said Phase 2 125.00 feet to the East line of Phase 3 of Woods Edge Condominiums recorded in Volume 3 of Condominium Plats on Pages 722-725 as Document No. 2239979, thence South 29°55'20" East along the east line of said Phase 3 71.512 feet; thence continuing along the east line of said Phase 3 the following courses: South 25°48'25" West 70.000 feet, South 78°25'00" West 61.363 feet, South 21°45'44" West 105.593 feet to the southeast corner of said Phase 3 thence South 62°30'13" East 27.000 feet; thence North 80°01'29" East 110.00 feet; thence North 62°38'21" East 100.000 feet; thence North 23°59'55" East 60.000 feet; thence North 24°19'08" West 52000 feet; thence North 58°11'35" West 28000 feet to the place of beginning. Containing 29,278 square feet (0.672 acres) of land.

EXPANSION REAL ESTATE

Lot One of CERTIFIED SURVEY MAP NO. 7992, part of the Northwest One-quarter (1/4), Northeast One-quarter (1/4), and Southeast One-quarter (1/4) of the Northeast One-quarter (1/4) of Section Twelve (12), in Township Six (6) North, Range Nineteen (19) East, in the City of Waukesha, County of Waukesha, State of Wisconsin, recorded in the office of the Register of Deeds for Waukesha County on April 12, 1996 in Volume 69 of Records at pages 146 to 152 inclusive, as Document No. 2115665.

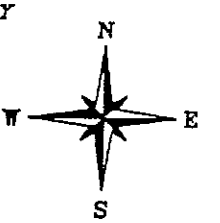
EXCEPTING THEREFROM: THE LEGAL DESCRIPTION FOR PHASE 1
EXCEPTING THEREFROM: THE LEGAL DESCRIPTION FOR PHASE 2
EXCEPTING THEREFROM: THE LEGAL DESCRIPTION FOR PHASE 3
EXCEPTING THEREFROM: THE LEGAL DESCRIPTION FOR PHASE 4

EXHIBIT 3-B-1

THIRD AMENDMENT TO CONDOMINIUM PLAT OF SURVEY
WOODS EDGE CONDOMINIUMS
CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN



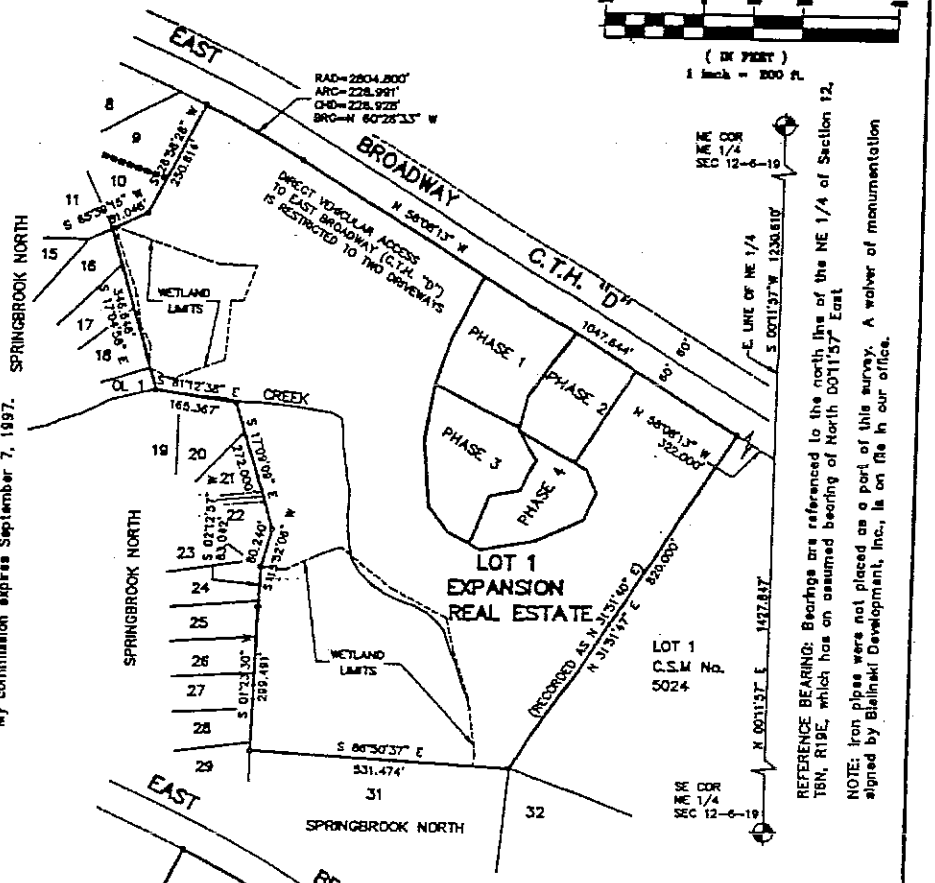




SCALE 1" = 200'

GRAPHIC SCALE

(IN FEET)
1 inch = 200 ft.



JOHN W. JAHNKE – WI. Reg. No. S – 817
Dated this 2nd day of September 1997

STATE OF WISCONSIN }ss
COUNTY OF WAUKESHA }
The above certificate, subscribed and sworn to me this 2nd day of September, 1997

GERALDINE E. CHALTRY – NOTARY PUBLIC
My commission expires September 7, 1997.

REFERENCE BEARING: Bearings are referenced to the north line of the NE 1/4 of Section 12, T8N, R19E, which has an assumed bearing of North 00°11'37" East

NOTE: Iron pipes were not placed as a part of this survey. A waiver of monumentation signed by Bielinski Development, Inc., is on file in our office.

NOTE: The location and size of the underground structures and utilities shown hereon have been located to a reasonable degree of accuracy, but the Engineer does not guarantee their exact location or the location of others not shown.
Contact Diggers Hotline, Inc.

CERTIFICATE OF SURVEYOR:

I, John W. Jahnke, a registered land surveyor, authorized to practice that profession in the State of Wisconsin, do hereby certify that there is shown in the foregoing condominium Plat of Survey for the WOODS EDGE CONDOMINIUMS, a correct representation of the condominium described in the Declaration. The identification and location of each unit and the common elements either as constructed or proposed can be determined from the Plat of Survey and the other documents and drawings attached.

INSTRUMENT DRAFTED BY Kenneth L. Thomas

File No. WAUKESHA 782–P4

PAGE 1 OF 4 PAGES

EXHIBIT 3-B-2

THIRD AMENDMENT TO CONDOMINIUM PLAT OF SURVEY
WOODS EDGE CONDOMINIUMS
CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN

NOTE:
No buildings or fences shall be constructed in easements. No trees or bushes which would grow to more than 4 feet in height shall be planted within said easement shown on this plat without approval by the City of Waukesha Engineering Department.

NOTE:
UTILITY EASEMENT RECORDED IN VOLUME 306 OF DEEDS AT PAGE 499, AS DOCUMENT No. 242205 IS GENERAL IN NATURE AND CANNOT BE SHOWN.

UTILITY EASEMENT RECORDED IN VOLUME 1056 OF DEEDS ON PAGE 489 AS DOCUMENT No. 667251 DOES NOT EFFECT THIS PROPERTY.

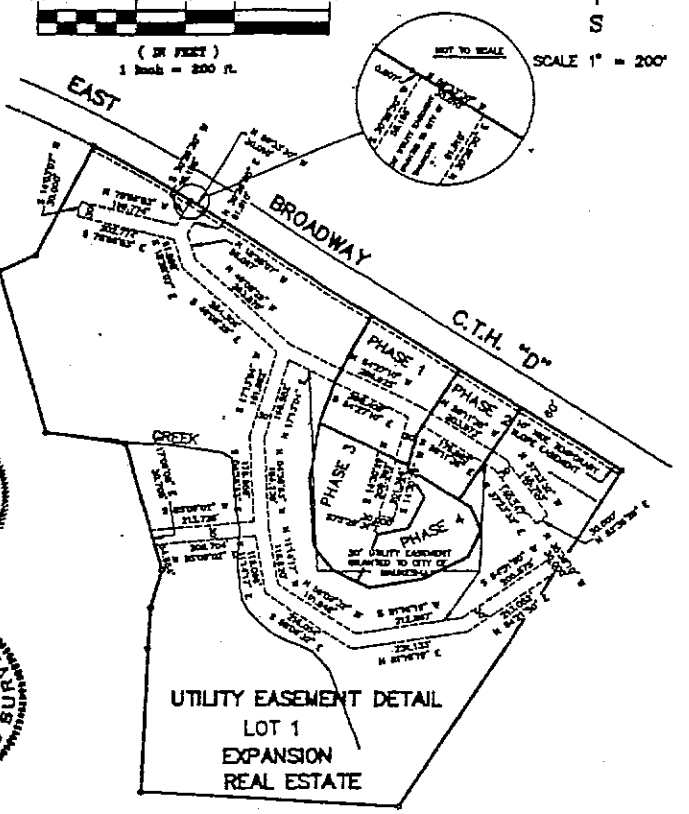
EASEMENT DETAILS:

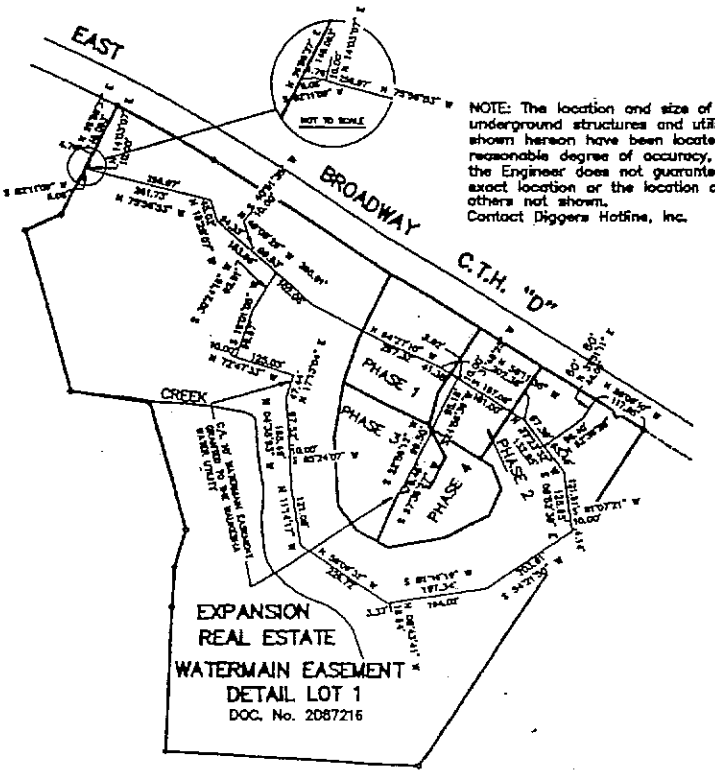
GRAPHIC SCALE

(IN FEET)
1 inch = 200 ft.

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SCALE 1" = 200'





NOTE: The location and size of the underground structures and utilities shown hereon have been located to a reasonable degree of accuracy, but the Engineer does not guarantee their exact location or the location of others not shown.
Contact Diggers Hotline, Inc.

NOTARY PUBLIC — GERALDINE E. CHALTRY — STATE OF WISCONSIN

WISCONSIN — JOHN W. JAHNKE S-917 WAUKESHA WIS. — LAND SURVEYOR

JOHN W. JAHNKE – Reg. No. S – 917
Dated this 2nd day of September 1997

STATE OF WISCONSIN }ss
COUNTY OF WAUKESHA }
The above certificate subscribed and sworn to me this 2nd day of September 1997

GERALDINE E. CHALTRY – NOTARY PUBLIC
My commission expires September 7, 1997.

CERTIFICATE OF SURVEYOR:

I, John W. Jahnke, a registered land surveyor, authorized to practice that profession in the State of Wisconsin, do hereby certify that there is shown in the foregoing condominium Plat of Survey for the WOODS EDGE CONDOMINIUMS, a correct representation of the condominium described in the Declaration. The identification and location of each unit and the common elements either as constructed or proposed can be determined from the Plat of Survey and the other documents and drawings attached.

INSTRUMENT DRAFTED BY Kenneth L. Thomas

File No. WAUKESHA 782–P4

PAGE 2 OF 4 PAGES

EXHIBIT 3-B-3

THIRD AMENDMENT TO CONDOMINIUM PLAT OF SURVEY
WOODS EDGE CONDOMINIUMS
CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN

PHASE 4

ADDRESS:
BUILDING # 2127 A,B,C, & D, EAST BROADWAY
BUILDING # 2129 A,B,C, & D, EAST BROADWAY
CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN

LEGAL DESCRIPTION: (PHASE 4)

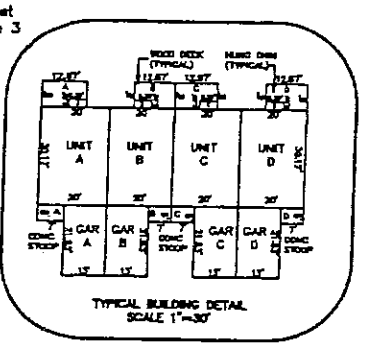
All that part of Lot One of CERTIFIED SURVEY MAP NO. 7992, part of the Northwest One-quarter (1/4), Northeast One-quarter (1/4), and Southeast One-quarter (1/4) of the Northeast One-quarter (1/4) of Section Twelve (12), in Township Six (6) North, Range Nineteen (19) East, in the City of Waukesha, County of Waukesha, State of Wisconsin, recorded in the office of the Register of Deeds, for Waukesha County on April 12, 1996 in Volume 69 of Records at pages 148 to 152 inclusive, as Document No. 2115665 bounded and described as follows: Commencing at the Northeast corner of said Lot 1; thence North 58°08'13" West along the north line of said Lot 1 and the southerly right-of-way line of East Broadway (C.T.H. "D") 392.500 feet to the northeast corner of Phase 2 of Woods Edge Condominiums recorded in Volume 3 of Condominium Plats on Pages 613-616 as Document No. 2216306, thence South 31°48'25" West along the east line of said Phase 2 224.874 feet to the South line of said Phase 2; and the place of beginning of lands hereinafter described; thence North 58°11'35" West along the South line of said Phase 2 125.00 feet to the East line of Phase 3 of Woods Edge Condominiums recorded in Volume 3 of Condominium Plats on Pages 722-725 as Document No. 2239979, thence South 29°55'20" East along the east line of said Phase 3 71.512 feet; thence continuing along the east line of said Phase 3 the following courses: South 25°48'25" West 70.000 feet, South 78°25'00" West 61.363 feet, South 21°45'44" West 105.593 feet to the southeast corner of said Phase 3 thence South 62°30'13" East 27.000 feet; thence North 80°01'29" East 110.000 feet; thence North 62°38'21" East 100.000 feet; thence North 23°59'55" East 60.000 feet; thence North 24°19'08" West 52.000 feet; thence North 58°11'35" West 28.000 feet to the place of beginning. Containing 29,278 square feet (0.672 acres) of land.

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SCALE 1" = 60'

GRAPHIC SCALE

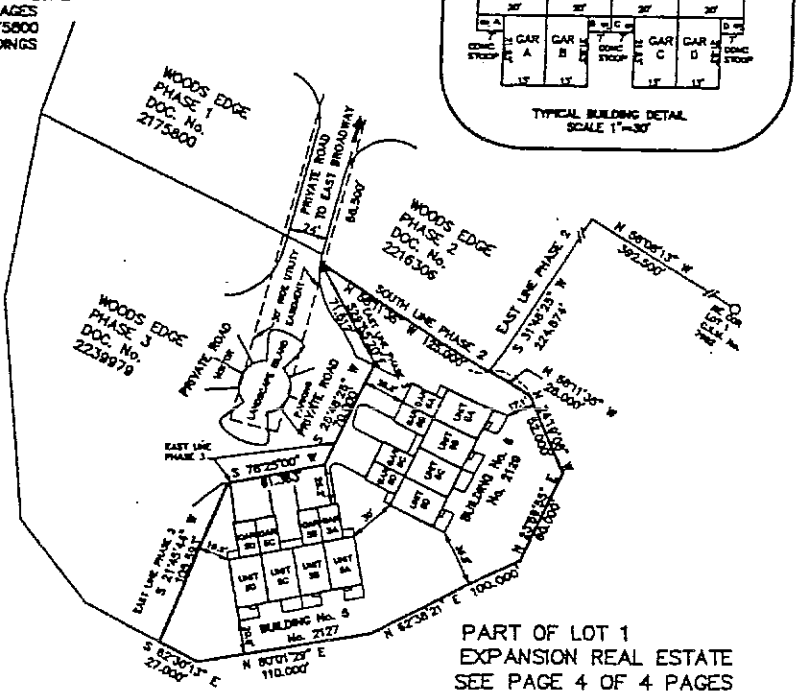
(IN FEET)
1 inch = 60 ft.



TYPICAL BUILDING DETAIL
SCALE 1"=30'

REFER TO PAGES 5,6 & 7 OF 7 PAGES OF WOODS EDGE CONDOMINIUMS PHASE 1 RECORDED DECEMBER 2, 1996 IN VOLUME 3 OF CONDOMINIUM PLATS ON PAGES 472-478 AS DOCUMENT No. 2175800 FOR THE FLOOR PLANS OF BUILDINGS No. 3 & No.4

NOTE:
SEE PAGE 2 OF 4 PAGES FOR COMPLETE EASEMENT DIMENSIONS



PART OF LOT 1
EXPANSION REAL ESTATE
SEE PAGE 4 OF 4 PAGES

NOTE:
The Limited Common Elements consist of the outside deck, walks, patio or porches, if any, immediately adjacent and appurtenant to each unit to which it has access by a door from the unit and the driveway immediately adjacent and appurtenant to the garage door to each unit.

PART OF LOT 1
EXPANSION REAL ESTATE
SEE PAGE 4 OF 4 PAGES

CERTIFICATE OF SURVEYOR:

I, John W. Jahnke, a registered land surveyor, authorized to practice that profession in the State of Wisconsin, do hereby certify that there is shown in the foregoing condominium Plat of Survey for the WOODS EDGE CONDOMINIUMS, 2127, A,B,C,D, 2129, A,B,C,D, East Broadway, a correct representation of the condominium described in the Declaration. The identification and location of each unit and the common elements either as constructed or proposed can be determined from the Plat of Survey and the other documents and drawings attached.

JOHN W. JAHNKE - Wis. Reg. No. S - 917

Dated this 2nd day of September 1997

NOTARY PUBLIC GERALDINE E. CHALTRY STATE OF WISCONSIN

WISCONSIN JOHN W. JAHNKE S-917 WAUKESHA, WIS. LAND SURVEYOR

STATE OF WISCONSIN }
COUNTY OF WAUKESHA } ss

The above certificate subscribed and sworn to me this 2nd day of September 1997

GERALDINE E. CHALTRY - NOTARY PUBLIC
My commission expires September 7, 1997.

INSTRUMENT DRAFTED BY Kenneth L. Thomas

File No. WAUKESHA 782-P4

EXHIBIT 3-E-1

THIRD AMENDMENT TO CONDOMINIUM PLAT OF SURVEY
WOODS EDGE CONDOMINIUMS
CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN

EXPANSION REAL ESTATE

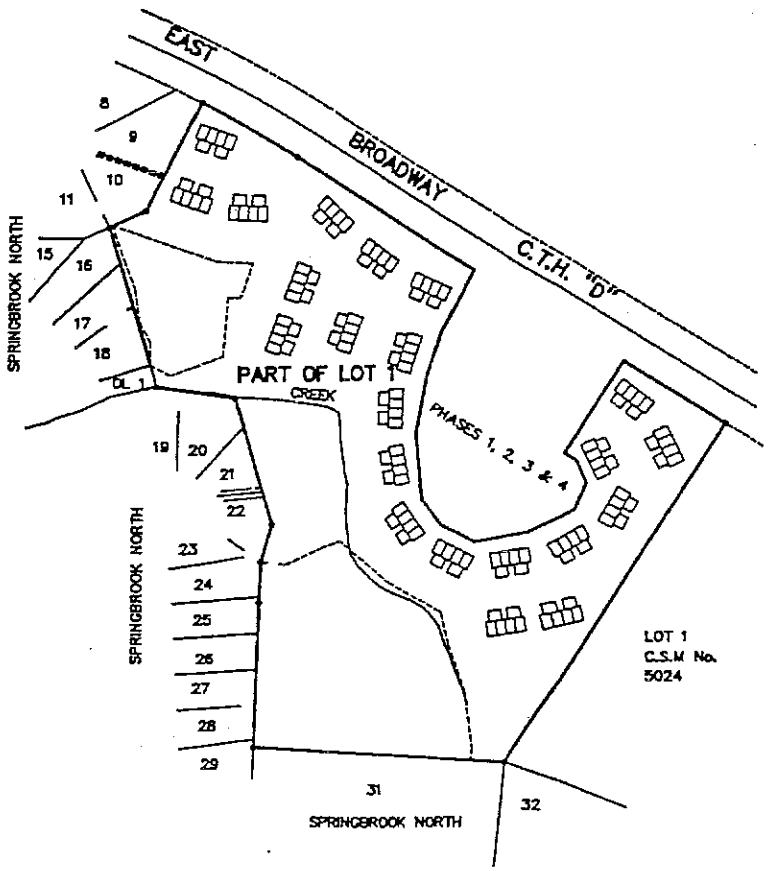
LEGAL DESCRIPTION: (EXPANSION REAL ESTATE)
Lot One of CERTIFIED SURVEY MAP NO. 7992, part of the Northeast One-quarter (1/4), Northeast One-quarter (1/4), and Southeast One-quarter (1/4) of the Northeast One-quarter (1/4) of Section Twelve (12), in Township Six (6) North, Range Nineteen (19) East, in the City of Waukesha, County of Waukesha, State of Wisconsin, recorded in the office of the Register of Deeds, for Waukesha County on April 12, 1996 in Volume 69 of Records at pages 148 to 152 inclusive, as Document NO. 2115665.
EXCEPTING THEREFROM: THE LEGAL DESCRIPTION FOR PHASE 1
EXCEPTING THEREFROM: THE LEGAL DESCRIPTION FOR PHASE 2
EXCEPTING THEREFROM: THE LEGAL DESCRIPTION FOR PHASE 3
EXCEPTING THEREFROM: THE LEGAL DESCRIPTION FOR PHASE 4

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SCALE 1" = 200'

GRAPHIC SCALE

(IN FEET)
1 inch = 200 ft.



CERTIFICATE OF SURVEYOR:

I, John W. Jahnke, a registered land surveyor, authorized to practice that profession in the State of Wisconsin, do hereby certify that there is shown in the foregoing condominium Plat of Survey for the WOODS EDGE CONDOMINIUMS, a correct representation of the condominium described in the Declaration. The identification and location of each unit and the common elements either as constructed or proposed can be determined from the Plat of Survey and the other documents and drawings attached.

WISCONSIN JOHN W. JAHNKE S-917 WAUKESHA, WIS. LAND SURVEYOR

JOHN W. JAHNKE - Wis. Reg. No. S - 917

Dated this 2nd day of September 1997

STATE OF WISCONSIN }
COUNTY OF WAUKESHA } ss

The above certificate subscribed and sworn to me this 2nd day of September, 1997

NOTARY PUBLIC GERALDINE E. CHALTRY STATE OF WISCONSIN

GERALDINE E. CHALTRY - NOTARY PUBLIC
My commission expires September 7, 1997.

File No. WAUKESHA 782-P4

PAGE 4 OF 4 PAGES

INSTRUMENT DRAFTED BY Kenneth L. Thomas

Document Number

FOURTH AMENDMENT TO DECLARATION OF CONDOMINIUM OF WOODS EDGE CONDOMINIUMS

FOURTH AMENDMENT TO DECLARATION OF CONDOMINIUM

OF

WOODS EDGE CONDOMINIUMS

This space reserved for recording data

RETURN TO

Richard R. Kobriger
Cramer, Multhauf & Hammes, LLP
P.O. Box 558
Waukesha, WI 53187

Tax Parcel No.

THIS FOURTH AMENDMENT to Declaration of Condominium of Woods Edge Condominiums is made by Bielinski Development, Inc., a Wisconsin corporation (hereinafter "Declarant"), pursuant to and in accordance with the provisions of the Condominium Ownership Act created by Chapter 703 of the Wisconsin Statutes and the Declaration of Condominium of Woods Edge Condominiums dated October 30, 1996, and recorded in the Office of the Register of Deeds for Waukesha County, Wisconsin on December 2, 1996, as Document No. 2175801 in Reel 2352, Image 0094, hereinafter referred to as the "Declaration."

WITNESSETH:

In Article XIII of the Declaration, Declarant reserves the right to expand the Condominium by subjecting to the Declaration parts or all of the real estate described in Exhibit E of the Declaration (the "Expansion Real Estate") and also by constructing thereon, either before or after such expansion, no more than an additional one hundred and four (104) Units.

Declarant now desires to subject to the Declaration a portion of the Expansion Real Estate (hereinafter "The Phase V Property) and to construct thereon three (3) buildings consisting of twelve (12) units.

The Phase V property and the additional building and improvements thereon, together with the Condominium created under the Declaration, shall be referred to herein jointly as the "Condominium." As used herein, the term "Unit Owner" shall mean the owner of a Unit and any building previously declared or declared herein, unless otherwise limited.

NOW, THEREFORE, Declarant, the fee owner of the Phase V Property, pursuant to Article XIII of the Declaration, hereby amends the Declaration by submitting the Phase V Property described on Exhibit 4-A attached hereto and the additional buildings and improvements to the Condominium Ownership Act and the Declaration as though fully set forth therein at the time of recording the Declaration, subject to taxes and assessments not yet due and payable, municipal and zoning ordinances, recorded easements and restrictions, any other easements and/or rights in favor of gas, sanitary sewers, storm sewers, electric, telephone and water utilities, all other matters of record and the following restrictions and conditions:

1. Article I of the Declaration as amended by the Third Amendment to Declaration is hereby amended by striking the number "thirty-two (32)" therefrom and replacing it with the number "forty-four (44)."

2. Article V of the Declaration is hereby amended by striking Section 1 and replacing it with the following:

> "1. Ownership. The ownership in each Residential Unit shall include a 1/44th undivided interest in the Common Elements."

3. Exhibit A of the Declaration is amended by replacing the legal description set forth therein for Phase I with the legal description for Phase I on Exhibit A attached hereto.

4. Exhibit 1-A of the First Amendment to the Declaration is amended by replacing the legal description set forth therein for Phase II with the legal description for Phase II on Exhibit 1-A attached hereto.

5. Exhibit 2-A of the Second Amendment to the Declaration is amended by replacing the legal description set forth therein for Phase III with the legal description for Phase III on Exhibit 2-A attached hereto.

6. Exhibit 3-A of the Third Amendment to the Declaration is amended by replacing the legal description set forth therein for Phase IV with the legal description for Phase IV on Exhibit 3-A attached hereto.

7. Exhibit A of the Declaration is amended by adding the legal description for Phase V set forth on Exhibit 4-A attached hereto.

8. Exhibit B of the Declaration is amended to include Exhibits 4-B-1, 4-B-2, and 4-B-3 attached hereto.

9. Exhibit C of the Declaration is hereby amended by adding to it the following:

All addresses are Waukesha, Wisconsin 53186:

Unit No.	Unit Address
9A	2135A East Broadway
9B	2135B East Broadway
9C	2135C East Broadway
9D	2135D East Broadway
10A	2137A East Broadway
10B	2137B East Broadway
10C	2137C East Broadway
10D	2137D East Broadway
11A	2139A East Broadway
11B	2139B East Broadway
11C	2139C East Broadway
11D	2139D East Broadway

10. Exhibit E to the Declaration as amended by the Third Amendment to Declaration is amended by deleting Exhibit 3-E-1 and Exhibit 4-E-1 attached hereto is substituted therefor.

11. By constructing the new building and submitting the Phase V Property, Declarant does not waive any of the rights to it reserved in Article XIII of the Declaration nor does it represent that such additions are the full extent of the exercise of its rights thereunder. However, DECLARANT SHALL BE UNDER NO OBLIGATION AND MAKES NO REPRESENTATION THAT IT WILL FURTHER EXPAND OR CONSTRUCT ANY PART OR ALL OF THE EXPANSION REAL ESTATE AS SUCH RIGHTS ARE RESERVED.

12. Except as otherwise stated herein, the provisions of the Declaration shall be deemed to extend to Units in all buildings as though all had been fully set forth therein at the time of recording the Declaration.

Executed at Waukesha, Wisconsin this 4th day of February, 1998.

BIELINSKI DEVELOPMENT, INC.

By: _____
Frank Bielinski, President

STATE OF WISCONSIN)
) SS.
COUNTY OF WAUKESHA)

Personally came before me this 4th day of February, 1998, the above-named Frank Bielinski, President of Bielinski Development, Inc., to me known to be the person who executed the foregoing instrument and acknowledged the same.

NOTARY PUBLIC
GLORIA J. RONGSTAD
STATE OF WISCONSIN

_____
Notary Public, Waukesha Co., WI
My Commission expires 11-19-2000

THIS INSTRUMENT DRAFTED BY AND
SHOULD BE RETURNED TO:

Attorney Richard R. Kobriger
Cramer, Multhauf & Hammes, LLP
1601 E. Racine Avenue, Suite 200
P.O. Box 558
Waukesha, WI 53187-0558

bt/rrk/bbb/woodsedge/declarat.am4

EXHIBIT A

All that part of Lot One of CERTIFIED SURVEY MAP NO. 7992, part of the Northwest One-quarter (1/4), Northeast One-quarter (1/4), and Southeast One-quarter (1/4) of the Northeast One-quarter (1/4) of Section Twelve (12), in Township Six (6) North, Range Nineteen (19) East, in the City of Waukesha, County of Waukesha, State of Wisconsin, recorded in the office of the Register of Deeds, for Waukesha County on April 12, 1996 in Volume 69 of Records at pages 146 to 152 inclusive, as Document No. 2115665 bounded and described s follows: Commencing at the Northeast corner of said Lot 1; thence North 58°08'13" West along the north line of said Lot 1 and the southerly right-of-way line of East Broadway (C.T.H. "D") 392.500 feet to the place of beginning of the lands hereinafter described; thence continuing North 58°08'13" West along the north line of said Lot 1 and said southerly right-of-way line 212.000 feet; thence South 26°11'22" West 148.164 feet; thence South 18°17'06" West 95.000 feet; thence South 63°48'49" East 196.000 feet; thence North 14°30'29" East 66.500 feet; thence North 31°48'25" East 156.623 feet to the place of beginning. Containing 46,520 square feet (1.068 acres) of land.

EXHIBIT 1-A

All that part of Lot One of CERTIFIED SURVEY MAP NO. 7992, part of the Northwest One-quarter (1/4), Northeast One-quarter (1/4), and Southeast One-quarter (1/4) of the Northeast One-quarter (1/4) of Section Twelve (12), in Township Six (6) North, Range Nineteen (19) East, in the City of Waukesha, County of Waukesha, State of Wisconsin, recorded in the office of the Register of Deeds for Waukesha County on April 12, 1996, in Volume 69 of Records at pages 146 to 152 inclusive, as Document No. 2115665 bounded and described as follows: Commencing at the Northeast corner of said Lot 1; thence North 58°08'13" West along the north line of said Lot 1 and the southerly right-of-way line of East Broadway (C.T.H. "D") 245.500 feet to the place of beginning of the lands hereinafter described; thence continuing North 58°08'13" West along the north line of said Lot 1 and said southerly right-of-way line 147.000 feet to the northeast corner of Phase 1 of Woods Edge Condominiums recorded in Volume 3 of Condominium Plats on Pages 472-478 as Document No. 2175800, thence South 31°48'25" West along the east line of said Phase 1 156.923 feet to an angle point in said east line; thence South 14°30'29" West along said east line 66.500 feet to the southeast corner of said Phase 1; thence South 06°00'00" West 5.113 feet; thence South 58°11'35" East 125.00 feet; thence North 31°48'25" East 224.874 feet to the place of beginning. Containing 32,343 square feet (0.742 acres) of land.

EXHIBIT 2-A

All that part of Lot One of CERTIFIED SURVEY MAP NO. 7992, part of the Northwest One-quarter (1/4), Northeast One-quarter (1/4), and Southeast One-quarter (1/4) of the Northeast One-quarter (1/4) of Section Twelve (12), in Township Six (6) North, Range Nineteen (19) East, in the City of Waukesha, County of Waukesha, State of Wisconsin, recorded in the office of the Register of Deeds for Waukesha County on April 12, 1996 in Volume 69 of Records at pages 146 to 152 inclusive, as Document No. 2115665 bounded and described as follows: Commencing at the Northeast corner of said Lot 1; thence North 58°08'13" West along the north line of said Lot 1 and the southerly right-of-way line of East Broadway (C.T.H. "D") 245.500 feet to the northeast corner of Phase 2 of Woods Edge Condominiums recorded in Volume 3 of Condominium Plats on Pages 613-616 as Document No. 2216306; thence South 31°48'25" West along the east line of said Phase 2 224.874 feet to the South line of said Phase 2; thence North 58°11'35" West along the South line of said Phase 2, 125.00 feet to the place of beginning of lands hereinafter described; thence South 29°55'20" East 71.512 feet; thence South 25°48'25" West 70.000 feet; thence South 78°25'00" West 61.363 feet; thence South 21°45'44" West 105.593 feet; thence North 62°30'13" West 51.168 feet; thence North 39°22'56" West 65.246 feet; thence North 05°22'56" West 137.528 feet; thence North 09°22'47" East 116.897 feet to the south line of Phase 1, Woods Edge Condominiums recorded in Volume 3 of Condominiums on Pages 472-478 as Document No. 2175800; thence South 63°48'49" East along the south line of said Phase 1, 196.000 feet to the west line of said Phase 2, thence South 06°00'00" West along the west line of said Phase 2, 5.113 feet to the place of beginning. Containing 45,249 square feet (1.039 acres) of land.

EXHIBIT 3-A

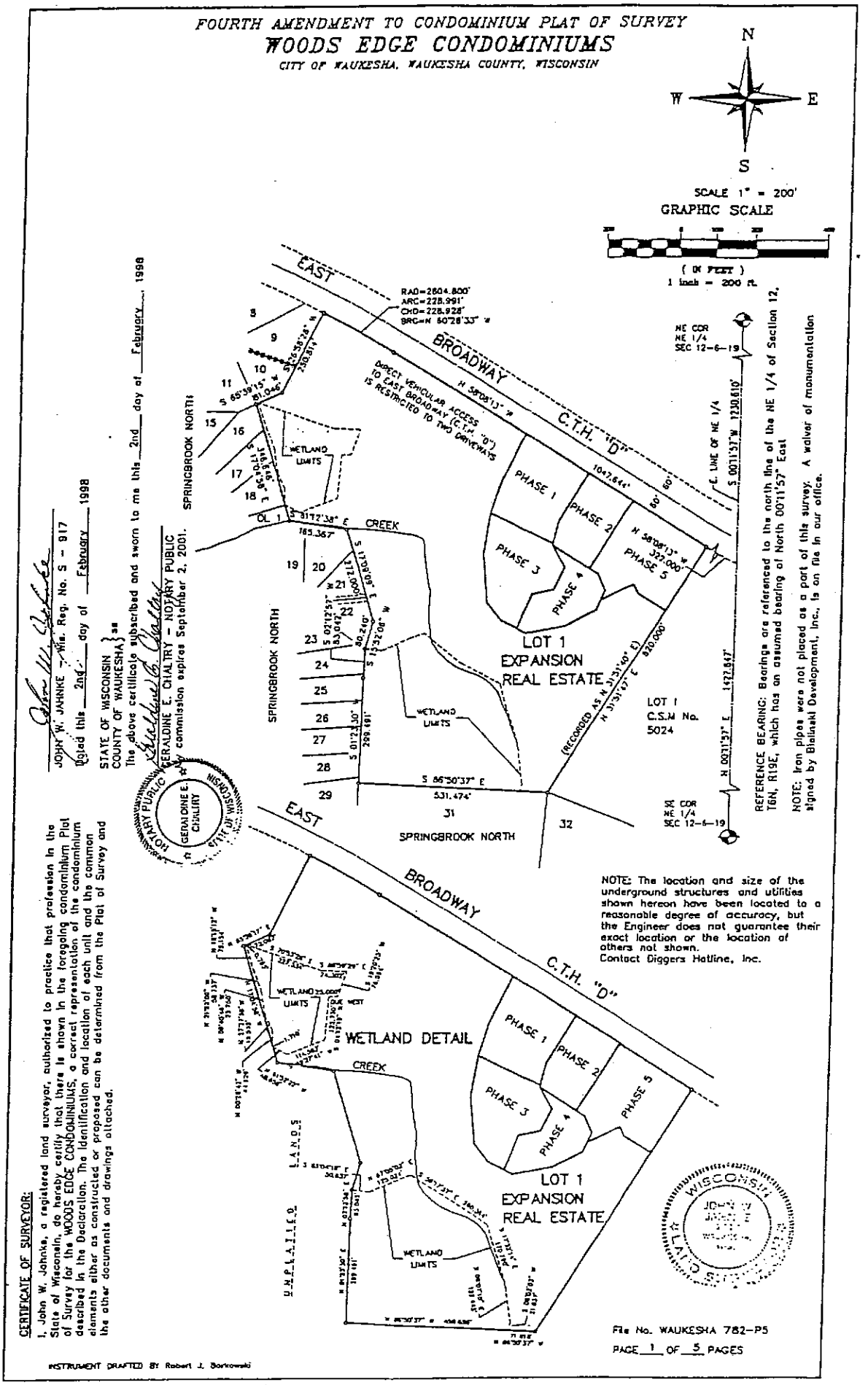
All that part of Lot One of CERTIFIED SURVEY MAP NO. 7992, part of the Northwest One-quarter (1/4), Northeast One-quarter (1/4), and Southeast One-quarter (1/4) of the Northeast One-quarter (1/4) of Section Twelve (12), in Township Six (6) North, Range Nineteen (19) East, in the City of Waukesha, County of Waukesha, State of Wisconsin, recorded in the office of the Register of Deeds for Waukesha County on April 12, 1996 in Volume 69 of Records at pages 146 to 152 inclusive, as Document No. 2115665 bounded and described as follows: Commencing at the Northeast corner of said Lot 1; thence North 58°08'13" West along the north line of said Lot 1 and the southerly right-of-way line of East Broadway (C.T.H. "D") 245.500 feet to the northeast corner of Phase 2 of Woods Edge Condominiums recorded in Volume 3 of Condominium Plats on pages 613-616 as Document No. 2216306; thence South 31°48'25" West along the east line of said Phase 2, 224.874 feet to the South line of said Phase 2 and the place of beginning of lands hereinafter described; thence North 58°11'35" West along the South line of said Phase 2, 125.00 feet to the East line of Phase 3 of Woods Edge Condominiums recorded in Volume 3 of Condominium Plats on pages 722-725 as Document No. 2239979; thence South 29°55'20" East along the east line of said Phase 3, 71.512 feet; thence continuing along the east line of said Phase 3 the following courses: South 25°48'25" West 70.000 feet, South 78°25'00" West 61.363 feet, South 21°45'44" West 105.593 feet to the southeast corner of said Phase 3; thence South 62°30'13" East 27.000 feet; thence North 80°01'29" East 110.000 feet; thence North 62°38'21" East 100.000 feet; thence North 23°59'55" East 60.000 feet; thence North 24°19'08" West 52.000 feet; thence North 58°11'35" West 28.000 feet to the place of beginning. Containing 29,278 square feet (0.672 acres) of land.

EXHIBIT 4-A

All that part of Lot One of CERTIFIED SURVEY MAP NO. 7992, part of the Northwest One-quarter (1/4), Northeast One-quarter (1/4), and Southeast One-quarter (1/4) of the Northeast One-quarter (1/4) of Section Twelve (12), in Township Six (6) North, Range Nineteen (19) East, in the City of Waukesha, County of Waukesha, State of Wisconsin, recorded in the office of the Register of Deeds for Waukesha County on April 12, 1996 in Volume 69 of Records at pages 146 to 152 inclusive, as Document No. 2115665 bounded and described as follows: Beginning at the northeast corner of said Lot 1; thence North 58°08'13" West along the north line of said Lot 1 and the southerly right-of-way line of East Broadway (C.T.H. "D") 245.500 feet to the northeast corner of Phase 2 of Woods Edge Condominiums recorded in Volume 3 of Condominium Plats on pages 613-616 as Document No. 2216306; thence South 31°48'25" West along the east line of said Phase 2, 224.874 feet to the north line of Phase 4 of Woods Edge Condominiums as recorded in Volume 3 of Condominium Plats on pages 770-773 as Document No. 2262015; thence along the north and easterly lines of said Phase 4 the following bearings and distances: South 58°11'35" East 28.000 feet; South 24°19'08" East 52.000 feet; South 23°59'55" West 30.197 feet, thence North 63°47'30" East 101.883 feet; thence South 26°12'30" East 28.000 feet; thence South 58°08'13" East 92.300 feet to the east line of said Lot 1; thence North 31°51'47" East along the east line of said Lot 1, 212.040 feet to the place of beginning. Containing 55,161 square feet (1.266 acres) of land.

EXHIBIT 4-B-1

FOURTH AMENDMENT TO CONDOMINIUM PLAT OF SURVEY
WOODS EDGE CONDOMINIUMS
CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN



CERTIFICATE OF SURVEYOR:

I, John W. Jahnke, a registered land surveyor, authorized to practice that profession in the State of Wisconsin, do hereby certify that there is shown in the foregoing condominium Plat of Survey for the WOODS EDGE CONDOMINIUMS, a correct representation of the condominium described in the Declaration. The identification and location of each unit and the common elements either as constructed or proposed can be determined from the Plat of Survey and the other documents and drawings attached.

JOHN W. JAHNKE - Wis. Reg. No. S - 817

Dated this 2nd day of February 1998

STATE OF WISCONSIN } ss
COUNTY OF WAUKESHA }

The above certificate subscribed and sworn to me this 2nd day of February, 1998

GERALDINE E. CHALTRY - NOTARY PUBLIC
My commission expires September 2, 2001.

INSTRUMENT DRAFTED BY: Robert J. Bielinski

File No. WAUKESHA 782-P5

PAGE 1 OF 5 PAGES

FOURTH AMENDMENT TO CONDOMINIUM PLAT OF SURVEY
WOODS EDGE CONDOMINIUMS
CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN

NOTE:
No buildings or fences shall be constructed in easements. No trees or bushes which would grow to more than 4 feet in height shall be planted within said easement shown on this plat without approval by the City of Waukesha Engineering Department.

NOTE:
UTILITY EASEMENT RECORDED IN VOLUME 306 OF DEEDS AT PAGE 499, AS DOCUMENT No. 242005 IS GENERAL IN NATURE AND CANNOT BE SHOWN.

UTILITY EASEMENT RECORDED IN VOLUME 1056 OF DEEDS ON PAGE 498 AS DOCUMENT No. 867251 DOES NOT AFFECT THIS PROPERTY.

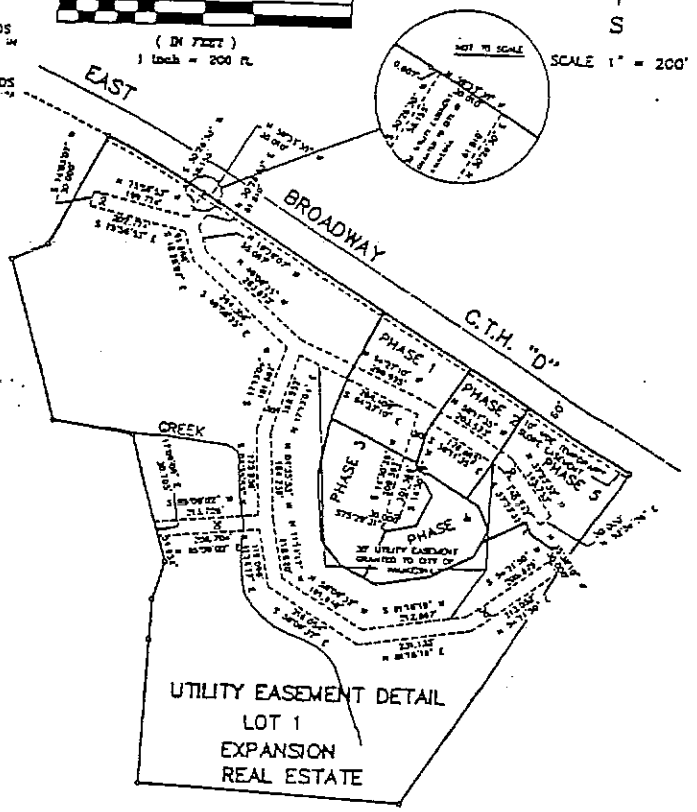
EASEMENT DETAILS:

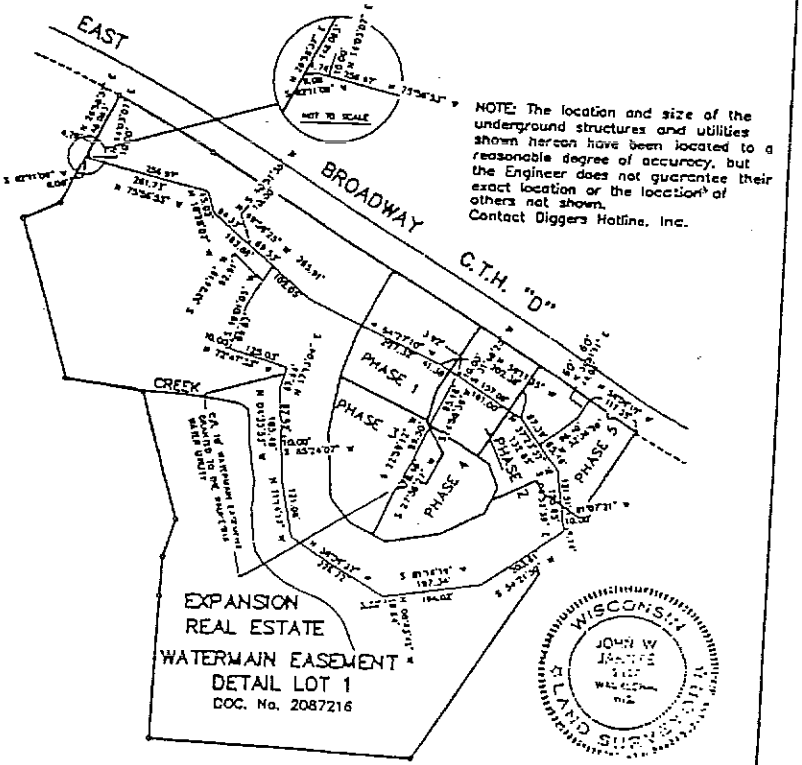
GRAPHIC SCALE

(IN FEET)
1 inch = 200 ft.

N
W E
S

SCALE 1" = 200'





NOTE: The location and size of the underground structures and utilities shown hereon have been located to a reasonable degree of accuracy, but the Engineer does not guarantee their exact location or the location of others not shown. Contact Diggers Hotline, Inc.

Dated this 2nd day of February, 1998

JOHN W. JANIKE - Wis. Reg. No. S - 917

STATE OF WISCONSIN }
COUNTY OF WAUKESHA } ss

The above certificate subscribed and sworn to me this 2nd day of February, 1998

GERALDINE E. CHALTRY - NOTARY PUBLIC
My commission expires September 2, 2001.

NOTARY PUBLIC GERALDINE E. CHALTRY STATE OF WISCONSIN

WISCONSIN JOHN W. JANIKE LAND SURVEYOR

CERTIFICATE OF SURVEYOR:

I, John W. Janike, a registered land surveyor, authorized to practice that profession in the State of Wisconsin, do hereby certify that there is shown in the foregoing condominium Plat of Survey for the WOODS EDGE CONDOMINIUMS, a correct representation of the condominium described in the Declaration. The identification and location of each unit and the common elements either as constructed or proposed can be determined from the Plat of Survey and the other documents and drawings attached.

INSTRUMENT DRAFTED BY Robert J. Burkhardt

File No. WAUKESHA 782-PS

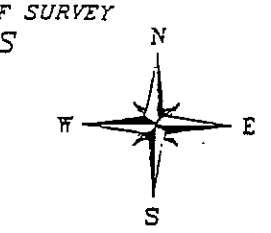
PAGE 2 OF 5 PAGES

FOURTH AMENDMENT TO CONDOMINIUM PLAT OF SURVEY
WOODS EDGE CONDOMINIUMS

CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN

PHASE 5

ADDRESS:
BUILDING 9 2135 A,B,C, & D, EAST BROADWAY
BUILDING 10 2137 A,B,C, & D, EAST BROADWAY
BUILDING 11 2139 A,B,C, & D, EAST BROADWAY
CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN



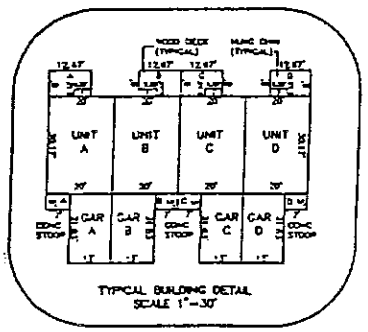
SCALE 1" = 60'

GRAPHIC SCALE

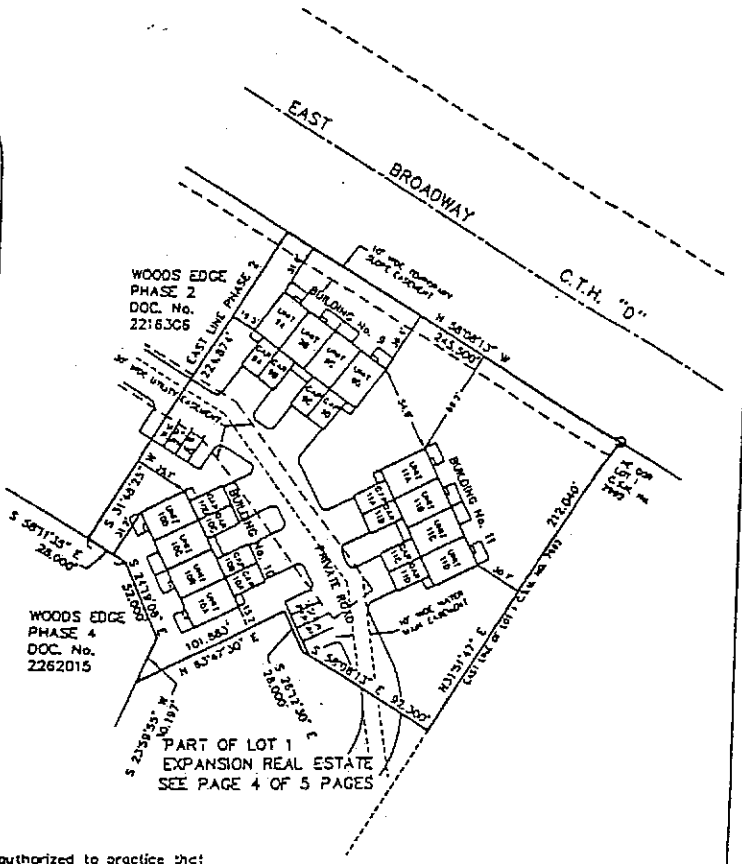


(IN FEET)
1 inch = 60 ft.

LEGAL DESCRIPTION: (Phase 5)
All that part of Lot One of Certified Survey Map No. 7992, part of the Northwest One-quarter (1/4), Northeast One-quarter (1/4), and Southeast One-quarter (1/4) of the Northeast One-quarter (1/4) of Section Twelve (12), in Township Six (6) North, Range Nineteen (19) East, in the City of Waukesha, County of Waukesha, State of Wisconsin, recorded in the office of the Register of Deeds, for Waukesha County on April 12, 1996 in Volume 69 of Records at pages 146 to 152 inclusive, as Document No. 2175665 bounded and described as follows: Beginning at the northeast corner of said Lot 1; thence North 58°08'13" West along the north line of said Lot 1 and the southerly right-of-way line of East Broadway (C.T.H. O) 245.500 feet to the northeast corner of Phase 2 of Woods Edge Condominiums recorded in Volume 3 of Condominium Plats on pages 613-616 as Document No. 2216306; thence South 31°48'25" West along the east line of said Phase 2, 224.874 feet to the north line of Phase 4 of Woods Edge Condominiums as recorded in Volume 3 of Condominium Plats on pages 770-773 as Document No. 2262015; thence along the north and easterly lines of said Phase 4 the following bearings and distances: South 58°11'35" East 28.000 feet; South 24°19'08" East 52.000 feet; South 23°59'35" West 30.197 feet; thence North 63°47'30" East 101.883 feet; thence South 26°12'30" East 28.000 feet; thence South 58°08'13" East 92.300 feet to the east line of said Lot 1; thence North 31°51'47" East along the east line of said Lot 1, 212.040 feet to the place of beginning. Containing 55,181 square feet (1.266 acres) of land.



TYPICAL BUILDING DETAIL
SCALE 1"=30'



REFER TO PAGES 5, 6 & 7 OF 7 PAGES OF WOODS EDGE CONDOMINIUMS PHASE 1 RECORDED DECEMBER 2, 1996 IN VOLUME 3 OF CONDOMINIUM PLATS ON PAGES 472-478 AS DOCUMENT No. 2175800 FOR THE FLOOR PLANS OF BUILDINGS No. 9, No. 10 AND No. 11

NOTE:
SEE PAGE 2 OF 5 PAGES FOR COMPLETE EASEMENT DIMENSIONS

NOTE:
The Limited Common Elements consist of the outside door, walks, patio or porches, if any, immediately adjacent and appurtenant to each unit to which it has access by a door from the unit and the driveway immediately adjacent and appurtenant to the garage door to each unit.

CERTIFICATE OF SURVEYOR:

I, John W. Jahnke, a registered land surveyor, authorized to practice that profession in the State of Wisconsin, do hereby certify that there is shown in the foregoing condominium Plat of Survey for the WOODS EDGE CONDOMINIUMS, 2135, A,B,C,D, 2137, A,B,C,D, And 2139, A,B,C,D, East Broadway, a correct representation of the condominium described in the Declaration. The identification and location of each unit and the common elements either as constructed or proposed can be determined from the Plat of Survey and the other documents and drawings attached.

JOHN W. JAHNKE, Wis. Reg. No. S - 917

Dated this 2nd day of February, 1998

STATE OF WISCONSIN }
COUNTY OF WAUKESHA } ss

The above certificate subscribed and sworn to me this 2nd day of February, 1998

GERALDINE E. CHALTRY - NOTARY PUBLIC
My commission expires September 2, 2001.

NOTARY PUBLIC GERALDINE E. CHALTRY STATE OF WISCONSIN

WISCONSIN JOHN W. JAHNKE S-917 WAUKESHA, WIS. REGISTERED LAND SURVEYOR

INSTRUMENT DRAFTED BY Robert J. Berkowitz

File No. WAUKESHA 782-P5

FOURTH AMENDMENT TO CONDOMINIUM PLAT OF SURVEY

WOODS EDGE CONDOMINIUMS

CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN

EXPANSION REAL ESTATE

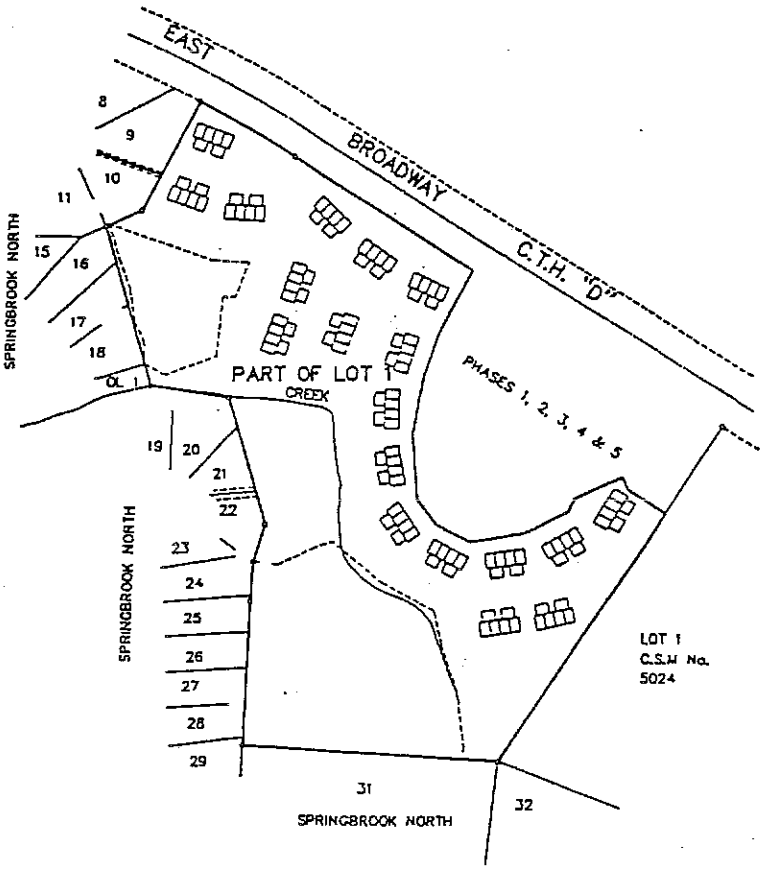
LEGAL DESCRIPTION: (EXPANSION REAL ESTATE)
Lot One of CERTIFIED SURVEY MAP NO. 7992, part of the Northwest One-quarter (1/4), Northeast One-quarter (1/4), and Southeast One-quarter (1/4) of the Northeast One-quarter (1/4) of Section Twelve (12), in Township Six (6) North, Range Nineteen (19) East, in the City of Waukesha, County of Waukesha, State of Wisconsin, recorded in the office of the Register of Deeds, for Waukesha County on April 12, 1996 in Volume 89 of Records at pages 146 to 152 inclusive, as Document NO. 2115665.
EXCEPTING THEREFROM: THE LEGAL DESCRIPTION FOR PHASE 1
EXCEPTING THEREFROM: THE LEGAL DESCRIPTION FOR PHASE 2
EXCEPTING THEREFROM: THE LEGAL DESCRIPTION FOR PHASE 3
EXCEPTING THEREFROM: THE LEGAL DESCRIPTION FOR PHASE 4
EXCEPTING THEREFROM: THE LEGAL DESCRIPTION FOR PHASE 5

N
W E
S

SCALE 1" = 200'

GRAPHIC SCALE

(IN FEET)
1 inch = 200 ft.



WISCONSIN JOHN W. JAHNKE S-917 LAND SURVEYOR

CERTIFICATE OF SURVEYOR:

I, John W. Jahnke, a registered land surveyor, authorized to practice that profession in the State of Wisconsin, do hereby certify that there is shown in the foregoing condominium Plat of Survey for the WOODS EDGE CONDOMINIUMS, a correct representation of the condominium described in the Declaration. The identification and location of each unit and the common elements either as constructed or proposed can be determined from the Plat of Survey and the other documents and drawings attached.

JOHN W. JAHNKE - Wis. Reg. No. S - 917

Dated this 2nd day of February 1998

NOTARY PUBLIC GERALDINE E. CHALTRY STATE OF WISCONSIN

STATE OF WISCONSIN }
COUNTY OF WAUKESHA } ss

The above certificate subscribed and sworn to me this 2nd day of February 1998

GERALDINE E. CHALTRY - NOTARY PUBLIC
My commission expires September 2, 2001.

File No. WAUKESHA 782-P5

INSTRUMENT DRAFTED BY Robert J. Barkowski

Document Number

FIFTH AMENDMENT TO DECLARATION OF CONDOMINIUM OF WOODS EDGE CONDOMINIUMS

This space reserved for recording data

RETURN TO
Richard R. Kobriger
Cramer, Multhauf & Hammes, LLP
P.O. Box 558
Waukesha, WI 53187

Tax Parcel No.

FIFTH AMENDMENT TO DECLARATION OF CONDOMINIUM

OF

WOODS EDGE CONDOMINIUMS

THIS FIFTH AMENDMENT to Declaration of Condominium of Woods Edge Condominiums is made by Bielinski Development, Inc., a Wisconsin corporation (hereinafter "Declarant"), pursuant to and in accordance with the provisions of the Condominium Ownership Act created by Chapter 703 of the Wisconsin Statutes and the Declaration of Condominium of Woods Edge Condominiums dated October 30, 1996, and recorded in the Office of the Register of Deeds for Waukesha County, Wisconsin on December 2, 1996, as Document No. 2175801 in Reel 2352, Image 0094, hereinafter referred to as the "Declaration."

WITNESSETH:

In Article XIII of the Declaration, Declarant reserves the right to expand the Condominium by subjecting to the Declaration parts or all of the real estate described in Exhibit E of the Declaration (the "Expansion Real Estate") and also by constructing thereon, either before or after such expansion, no more than an additional one hundred and four (104) Units.

Declarant now desires to subject to the Declaration a portion of the Expansion Real Estate (hereinafter "The Phase VI Property) and to construct thereon four (4) buildings consisting of sixteen (16) units.

The Phase VI property and the additional building and improvements thereon, together with the Condominium created under the Declaration, shall be referred to herein jointly as the "Condominium." As used herein, the term "Unit Owner" shall mean the owner of a Unit and any building previously declared or declared herein, unless otherwise limited.

NOW, THEREFORE, Declarant, the fee owner of the Phase VI Property, pursuant to Article XIII of the Declaration, hereby amends the Declaration by submitting the Phase VI Property described in Exhibit 5-A attached hereto and the additional buildings and improvements to the Condominium Ownership Act and the Declaration as though fully set forth therein at the time of recording the Declaration, subject to taxes and assessments not yet due and payable, municipal and zoning ordinances, recorded easements and restrictions, any other easements and/or rights in favor of gas, sanitary sewers, storm sewers, electric, telephone and water utilities, all other matters of record and the following restrictions and conditions:

1. Article I of the Declaration as amended by the Fourth Amendment to Declaration is hereby amended by striking the number "forty-four (44)" therefrom and replacing it with the number "sixty (60)."

2. Article V of the Declaration is hereby amended by striking Section 1 and replacing it with the following:

> "1. Ownership. The ownership in each Residential Unit shall include a 1/60th undivided interest in the Common Elements."

3. Exhibit A of the Declaration is amended by adding the legal description for Phase VI set forth on Exhibit 5-A attached hereto.

4. Exhibit B of the Declaration is amended to include Exhibits 5-B-1, 5-B-2, and 5-B-3 attached hereto.

5. Exhibit C of the Declaration is hereby amended by adding to it the following: All addresses are Waukesha, Wisconsin 53186:

Unit No.	Unit Address
12A	2141A East Broadway
12B	2141B East Broadway
12C	2141C East Broadway
12D	2141D East Broadway
13A	2143A East Broadway
13B	2143B East Broadway
13C	2143C East Broadway
13D	2143D East Broadway
14A	2145A East Broadway
14B	2145B East Broadway
14C	2145C East Broadway
14D	2145D East Broadway
16A	2149A East Broadway
16B	2149B East Broadway
16C	2149C East Broadway
16D	2149D East Broadway

6. Exhibit E to the Declaration as amended by the Fourth Amendment to Declaration is amended by deleting Exhibit 4-E-1 and Exhibit 5-E-1 attached hereto is substituted therefor.

7. By constructing the new building and submitting the Phase VI Property, Declarant does not waive any of the rights to it reserved in Article XIII of the Declaration nor does it represent that such additions are the full extent of the exercise of its rights thereunder. However, DECLARANT SHALL BE UNDER NO OBLIGATION AND MAKES NO REPRESENTATION THAT IT WILL FURTHER EXPAND OR CONSTRUCT ANY PART OR ALL OF THE EXPANSION REAL ESTATE AS SUCH RIGHTS ARE RESERVED.

8. Except as otherwise stated herein, the provisions of the Declaration shall be deemed to extend to Units in all buildings as though all had been fully set forth therein at the time of recording the Declaration.

Executed at Waukesha, Wisconsin this 23 day of March, 1998.

BIELINSKI DEVELOPMENT, INC.

By: _____
Frank Bielinski, President

By: _____
Harry Bielinski, Secretary

STATE OF WISCONSIN)
) SS.
COUNTY OF WAUKESHA)

Personally came before me this 23rd day of March, 1998, the above-named Frank Bielinski, President of Bielinski Development, Inc. and Harry Bielinski, Secretary of Bielinski Development, Inc., to me known to be the persons who executed the foregoing instrument and acknowledged the same.

_____
Notary Public, Waukesha Co., WI
My Commission June 3, 2001

THIS INSTRUMENT DRAFTED BY AND SHOULD BE RETURNED TO:

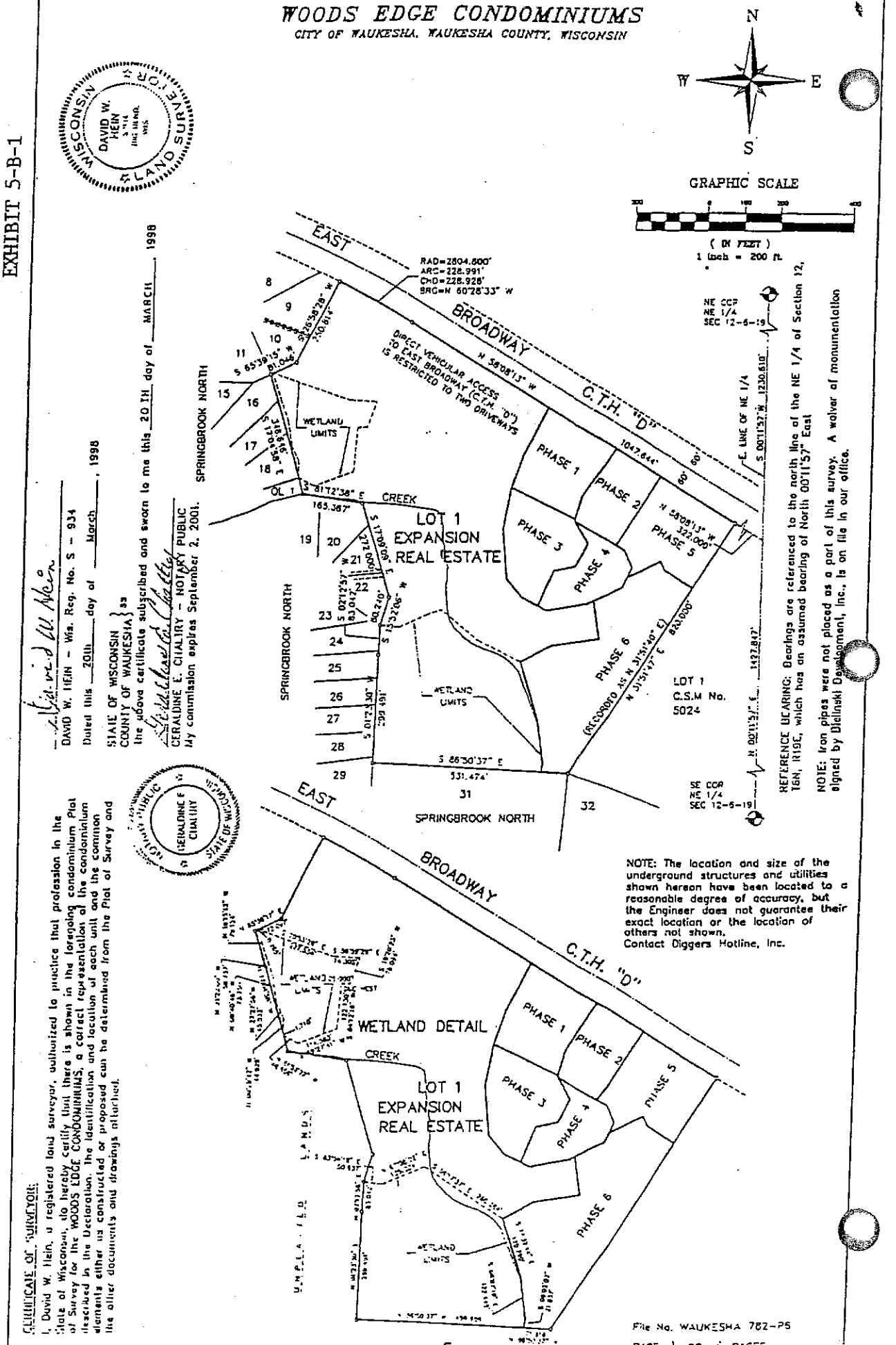
Attorney Richard R. Kobriger
Cramer, Multhauf & Hammes, LLP
1601 E. Racine Avenue, Suite 200
P.O. Box 558
Waukesha, WI 53187-0558
bt\rrk\bbb\woodsedge\declarat.am5

EXHIBIT 5-A

All that part of Lot One of Certified Survey Map No. 7992, part of the Northwest One-quarter (1/4), Northeast One-quarter (1/4), and Southeast One-quarter (1/4) of the Northeast One-quarter (1/4) of Section Twelve (12), in Township Six (6) North, Range Nineteen (19) East, in the City of Waukesha, County of Waukesha, State of Wisconsin, recorded in the office of the Register of Deeds for Waukesha County on April 12, 1996 in Volume 69 of Records on pages 146 to 152 inclusive, as Document No. 2115665 bounded and described as follows: Commencing at the northeast corner of said Lot 1; thence South 31°51'47" West along the east line of said Lot 1, 212.040 feet to the place of beginning of the lands hereinafter described; thence continuing South 31°51'47" West along the east line of said Lot 1, 607.960 feet; thence North 86° 50' 37" West 71.818 feet; thence North 06° 02' 02" East 21.837 feet; thence North 08° 07' 10" West 122.445 feet; thence North 17° 32' 14" West 170.790 feet; thence North 61° 01' 08" East 94.273 feet; thence North 81° 37' 57" East 126.711 feet; thence North 08° 22' 03" West 107.662 feet to the southerly line of Phase 4 of Woods Edge condominiums as recorded in Volume 3 of Condominium Plats on pages 770-773 as Document No. 2262015; thence along the southerly and easterly lines of said Phase 4 the following bearings and distances: North 62° 38' 21" East 81.809 feet; North 23° 59' 55" East 29.803 feet to the southerly line of Phase 5 of Woods Edge Condominiums as recorded in Volume 3 of Condominium Plats on pages 806-810 as Document No. 2286929; thence along the southerly line of said Phase 5 the following bearings and distances: North 63° 47' 30" East 101.883 feet; South 26° 12' 30" East 28,000 feet; South 58° 08' 13" East 92.300 feet to the place of beginning. Containing 114,374 square feet (2.626 acres) of land.

EXHIBIT 5-B-1

FIFTH AMENDMENT TO CONDOMINIUM PLAT OF SURVEY
WOODS EDGE CONDOMINIUMS
CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN



REFERENCE BEARING: Bearings are referenced to the north line of the NE 1/4 of Section 12, T6N, R19E, which has an assumed bearing of North 00°11'57" East

NOTE: Iron pipes were not placed as a part of this survey. A waiver of monumentation signed by Bielinski Development, Inc., is on file in our office.

NOTE: The location and size of the underground structures and utilities shown hereon have been located to a reasonable degree of accuracy, but the Engineer does not guarantee their exact location or the location of others not shown.
Contact Diggers Hotline, Inc.

WISCONSIN
DAVID W. HEIN
S-934
WAUKESHA, WIS.
REGISTERED LAND SURVEYOR

CERTIFICATE OF SURVEYOR:

I, David W. Hein, a registered land surveyor, authorized to practice that profession in the State of Wisconsin, do hereby certify that there is shown in the foregoing condominium Plat of Survey for the WOODS EDGE CONDOMINIUMS, a correct representation of the condominium described in the Declaration. The identification and location of each unit and the common elements either as constructed or proposed can be determined from the Plat of Survey and the other documents and drawings attached.

David W. Hein – Wis. Reg. No. S – 934

Dated this 20th day of March, 1998

STATE OF WISCONSIN }
COUNTY OF WAUKESHA } ss

The above certificate subscribed and sworn to me this 20 TH day of MARCH, 1998

GERALDINE E. CIALLIRY – NOTARY PUBLIC
My commission expires September 2, 2001.

NOTARY PUBLIC
GERALDINE E CIALLIRY
STATE OF WISCONSIN

File No. WAUKESHA 782-PS

PAGE 1 OF 4 PAGES

EXHIBIT 5-B-2

FIFTH AMENDMENT TO CONDOMINIUM PLAT OF SURVEY
WOODS EDGE CONDOMINIUMS
CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN

NOTE:
No buildings or fences shall be constructed in easements. No trees or bushes which would grow to more than 4 feet in height shall be planted within said easement shown on this plat without approval by the City of Waukesha Engineering Department.

NOTE:
UTILITY EASEMENT RECORDED IN VOLUME 306 OF DEEDS AT PAGE 499, AS DOCUMENT No. 242005 IS GENERAL IN NATURE AND CANNOT BE SHOWN.

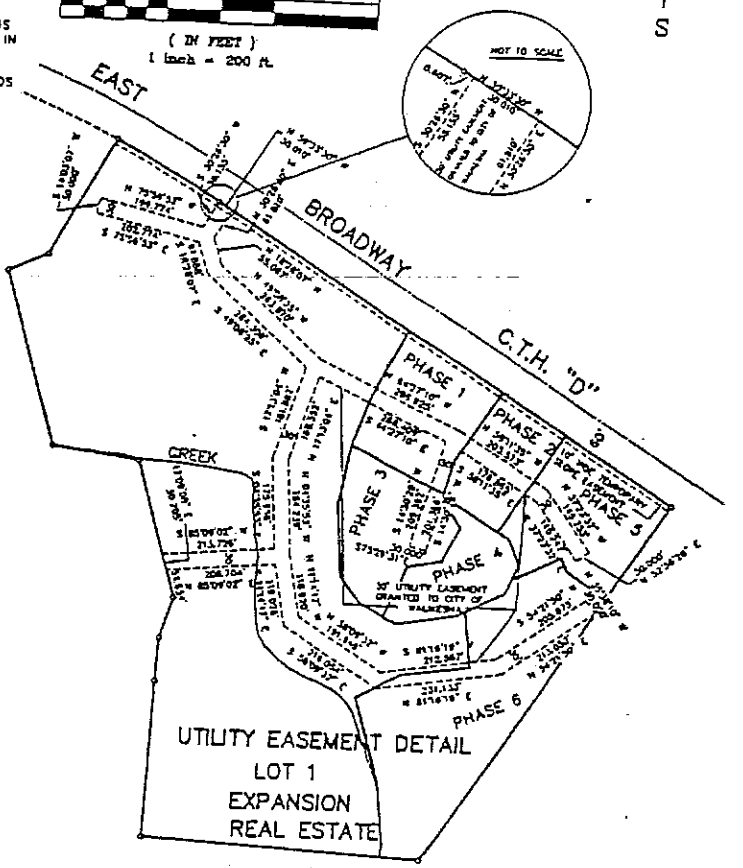
UTILITY EASEMENT RECORDED IN VOLUME 1056 OF DEEDS ON PAGE 499 AS DOCUMENT No. 567251 DOES NOT EFFECT THIS PROPERTY.

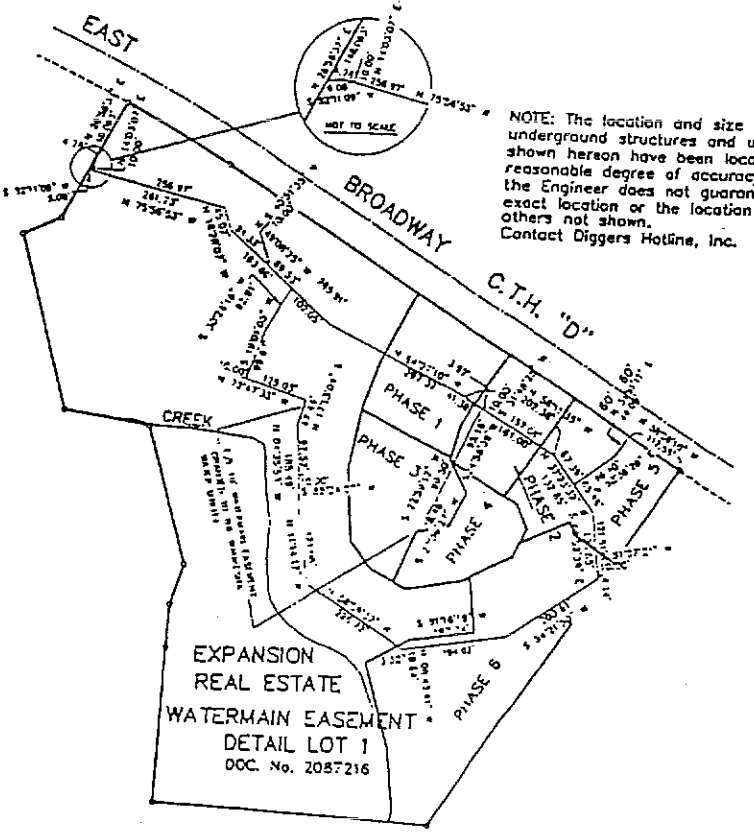
EASEMENT DETAILS:

GRAPHIC SCALE

(IN FEET)
1 inch = 200 ft.

N
W E
S





NOTE: The location and size of the underground structures and utilities shown hereon have been located to a reasonable degree of accuracy, but the Engineer does not guarantee their exact location or the location of others not shown.
Contact Diggers Hotline, Inc.

SURVEYOR'S CERTIFICATE:
I, David W. Hein, a registered land surveyor, duthorized to practice that profession in the State of Wisconsin, do hereby certify that there is shown in the foregoing condominium Plat of Survey for the WOODS EDGE CONDOMINIUMS, a correct representation of the condominium described in the Declaration. The identification and location of each unit and the common elements either as constructed or proposed can be determined from the Plat of Survey and the other documents and drawings attached.

David W. Hein - Wis. Reg. No. S - 917

Dated this 20th day of March, 1998

STATE OF WISCONSIN }
COUNTY OF WAUKESHA } ss

The above certificate subscribed and sworn to me this 20th day of March, 1998

GERALDINE E. CHALTRY - NOTARY PUBLIC
My commission expires September 2, 2001.

WISCONSIN DAVID W. HEIN S-917 LAND SURVEYOR

NOTARY PUBLIC GERALDINE E. CHALTRY WISCONSIN

File No. WAUKESHA 732-PS

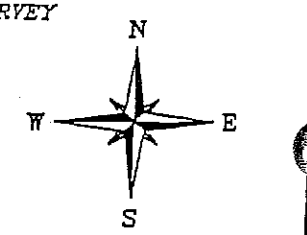
EXHIBIT 5-B-3

FIFTH AMENDMENT TO CONDOMINIUM PLAT OF SURVEY
WOODS EDGE CONDOMINIUMS
CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN

PHASE 6

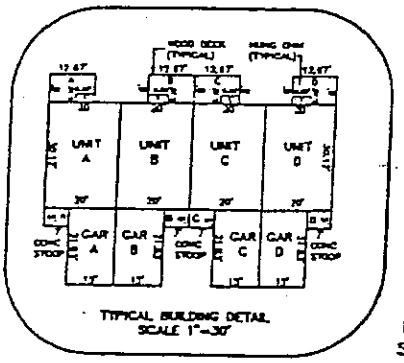
ADDRESS:
BUILDING 12 2141 A,B,C, & D, EAST BROADWAY
BUILDING 13 2143 A,B,C, & D, EAST BROADWAY
BUILDING 14 2145 A,B,C, & D, EAST BROADWAY
BUILDING 16 2149 A,B,C, & D, EAST BROADWAY
CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN

LEGAL DESCRIPTION: (Phase 6)
All that part of Lot One of Certified Survey Map No. 7992, part of the North-west One-quarter (1/4), Northeast One-quarter (1/4), and Southeast One-quarter (1/4) of the Northeast One-quarter (1/4) of Section Twelve (12), in Township Six (6) North, Range Nineteen (19) East, in the City of Waukesha, County of Waukesha, State of Wisconsin, recorded in the office of the Register of Deeds for Waukesha County on April 12, 1996 in Volume 69 of Records on pages 146 to 152 inclusive, as Document No. 2115665 bounded and described as follows: Commencing at the northeast corner of said Lot 1; thence South 31°51'47" West along the east line of said Lot 1, 212.040 feet to the place of beginning of the lands hereinafter described: thence continuing South 31°51'47" West along the east line of said Lot 1, 607.960 feet; thence North 86°50'37" West 71.818 feet; thence North 06°02'02" East 21.837 feet; thence North 08°07'10" West 122.445 feet; thence North 17°32'14" West 170.790 feet; thence North 61°01'08" East 94.273 feet; thence North 81°37'57" East 126.711 feet; thence North 08°22'03" West 107.662 feet to the southerly line of Phase 4 of Woods Edge condominiums as recorded in Volume 3 of Condominium Plats on pages 770-773 as Document No. 2262015; thence along the southerly and easterly lines of said Phase 4 the following bearings and distances: North 62°38'21" East 81.809 feet; North 23°59'55" East 29.803 feet to the southerly line of Phase 5 of Woods Edge Condominiums as recorded in Volume 3 of Condominium Plats on pages 806-810 as Document No. 2286929; thence along the southerly line of said Phase 5 the following bearings and distances: North 63°47'30" East 101.883 feet; South 26°12'30" East 28.000 feet; South 58°08'13" East 92.300 feet to the place of beginning. Containing 114,374 square feet (2.626 acres) of land.

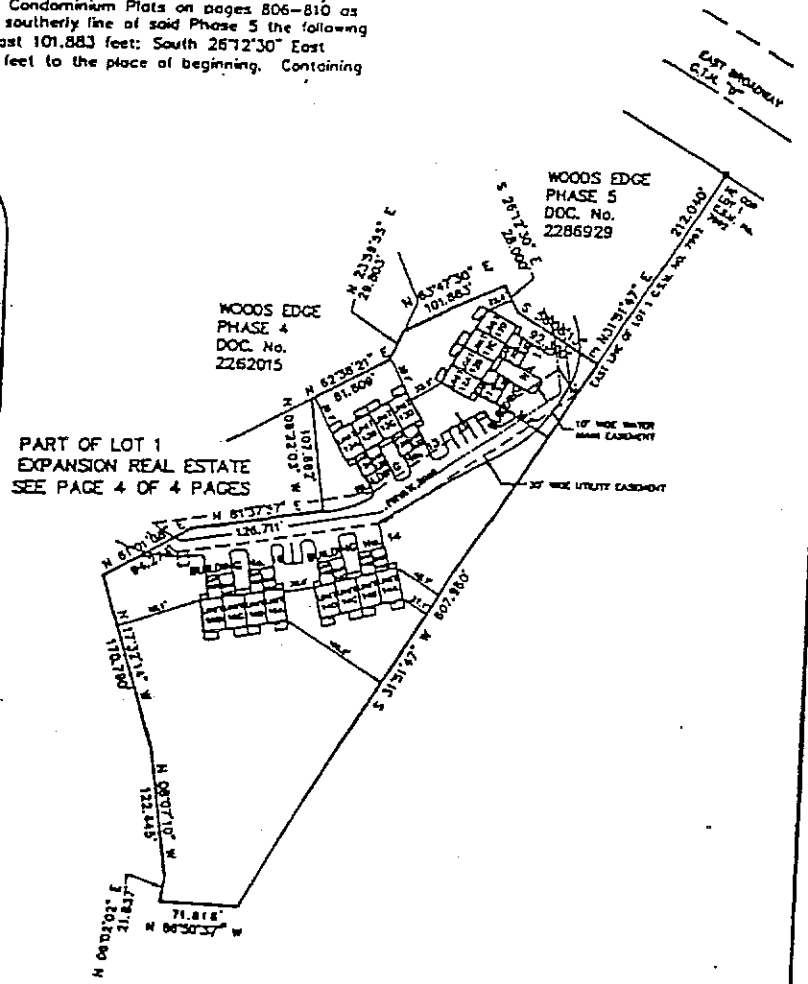


GRAPHIC SCALE

(IN FEET)
1 inch = 100 ft.



TYPICAL BUILDING DETAIL
SCALE 1"=30'



REFER TO PAGES 5, 6 & 7 OF 7 PAGES OF WOODS EDGE CONDOMINIUMS PHASE 1 RECORDED DECEMBER 2, 1996 IN VOLUME 3 OF CONDOMINIUM PLATS ON PAGES 472-478 AS DOCUMENT No. 2175800 FOR THE FLOOR PLANS OF BUILDINGS No. 12, No. 13, No. 14 AND No. 16

NOTE:
SEE PAGE 2 OF 3 PAGES FOR COMPLETE EASEMENT DIMENSIONS

NOTE:
The Limited Common Elements consist of the outside deck, walks, patio or porches, if any, immediately adjacent and appurtenant to each unit to which it has access by a door from the unit and the driveway immediately adjacent and appurtenant to the garage door to each unit.

CERTIFICATE OF SURVEYOR:

I, David W. Hein, a registered land surveyor, authorized to practice that profession in the State of Wisconsin, do hereby certify that there is shown in the foregoing condominium Plat of Survey for the WOODS EDGE CONDOMINIUMS, 2141, A,B,C,D, 2143, A,B,C,D, 2145, A,B,C,D And 2149, A,B,C,D, East Broadway, a correct representation of the condominium described in the Declaration. The identification and location of each unit and the common elements either as constructed or proposed can be determined from the Plat of Survey and the other documents and drawings attached.

David W. Hein

David W. Hein - Wis. Reg. No. S - 934

Dated this 20th day of March, 1998

WISCONSIN DAVID W. HEIN S-934 REG. SURVEYOR WIS.

STATE OF WISCONSIN }
COUNTY OF WAUKESHA } ss

The above certificate subscribed and sworn to me this 20th day of March 1998

Geraldine E. Chaltry

GERALDINE E. CHALTRY - NOTARY PUBLIC
My commission expires September 2, 2001.

NOTARY PUBLIC GERALDINE E. CHALTRY STATE OF WISCONSIN

File No. WAUKESHA 782-P6

EXHIBIT 5-E-1

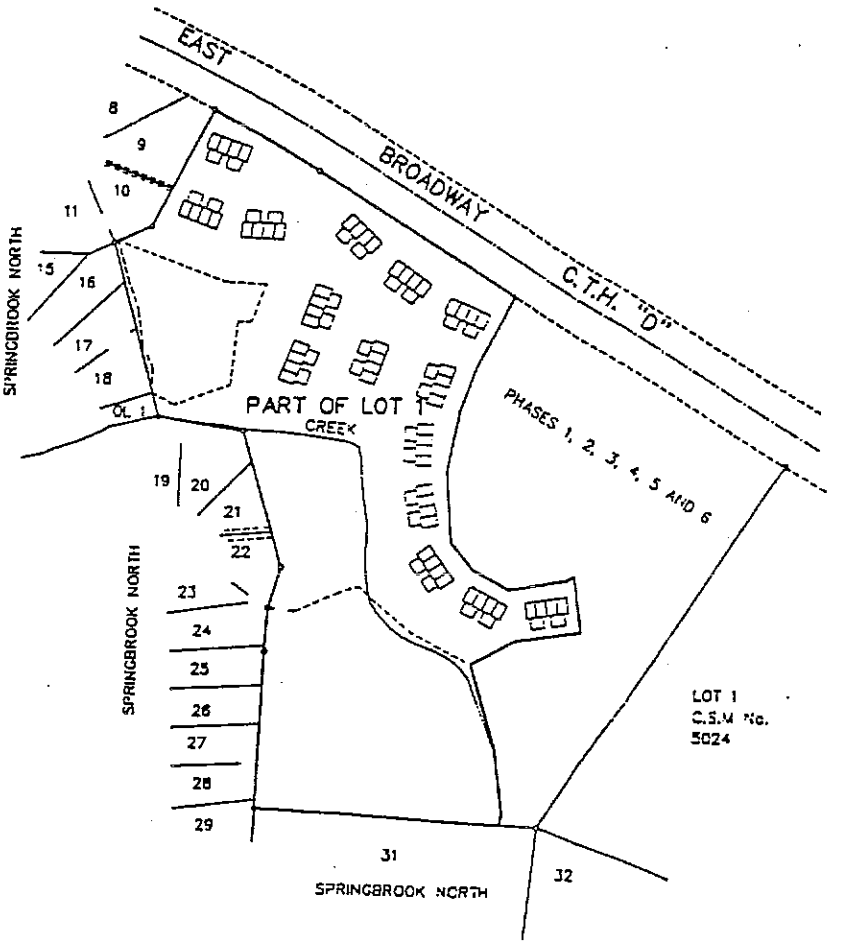
FIFTH AMENDMENT TO CONDOMINIUM PLAT OF SURVEY
WOODS EDGE CONDOMINIUMS
CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN

EXPANSION REAL ESTATE

LEGAL DESCRIPTION: (EXPANSION REAL ESTATE)
Lot One of CERTIFIED SURVEY MAP NO. 7992, part of the Northwest One-quarter (1/4), Northeast One-quarter (1/4), and Southeast One-quarter (1/4) of the Northeast One-quarter (1/4) of Section Twelve (12), in Township Six (6) North, Range Nineteen (19) East, in the City of Waukesha, County of Waukesha, State of Wisconsin, recorded in the office of the Register of Deeds, for Waukesha County on April 12, 1996 in Volume 69 of Records at pages 146 to 152 inclusive, as Document NO. 2115665.
EXCEPTING THEREFROM: THE LEGAL DESCRIPTION FOR PHASE 1
EXCEPTING THEREFROM: THE LEGAL DESCRIPTION FOR PHASE 2
EXCEPTING THEREFROM: THE LEGAL DESCRIPTION FOR PHASE 3
EXCEPTING THEREFROM: THE LEGAL DESCRIPTION FOR PHASE 4
EXCEPTING THEREFROM: THE LEGAL DESCRIPTION FOR PHASE 5
EXCEPTING THEREFROM: THE LEGAL DESCRIPTION FOR PHASE 6

N
W E
S
SCALE 1" = 200'

GRAPHIC SCALE
200 0 100 200 400
(IN FEET)
1 inch = 200 ft.



CERTIFICATE OF SURVEYOR:

I, David W. Hein, a registered land surveyor, authorized to practice that profession in the State of Wisconsin, do hereby certify that there is shown in the foregoing condominium Plat of Survey for the WOODS EDGE CONDOMINIUMS, a correct representation of the condominium described in the Declaration. The identification and location of each unit and the common elements either as constructed or proposed can be determined from the Plat of Survey and the other documents and drawings attached.

WISCONSIN DAVID W. HEIN S-934 BIG BEND, WIS. LAND SURVEYOR

David W. Hein

David W. Hein - Wis. Reg. No. S - 934

Dated this 20th day of March, 1998

NOTARY PUBLIC GERALDINE E. CHALTRY STATE OF WISCONSIN

STATE OF WISCONSIN }
COUNTY OF WAUKESHA } ss

The above certificate subscribed and sworn to me this 20th day of March, 1998

Geraldine E. Chaltry

GERALDINE E. CHALTRY - NOTARY PUBLIC
My commission expires September 2, 2001.

File No. WAUKESHA 782-P6

PAGE 4 OF 4 PAGES

INSTRUMENT DRAFTED BY Robert J. Bonenberger

2355324

Document Number

SIXTH AMENDMENT TO DECLARATION OF CONDOMINIUM OF WOODS

2355324

REGISTER'S OFFICE
WAUKESHA COUNTY, WIS } SS

98 AUG 25 AM 9:

REC 2726 IMG 0205

REGISTER OF DEEDS

This space reserved for recording data

RETURN TO
Richard R. Kobriger
Cramer, Multhauf & Hammes, LLP
P.O. Box 558
Waukesha, WI 53187

Tax Parcel No.

SIXTH AMENDMENT TO DECLARATION OF CONDOMINIUM

OF

WOODS EDGE CONDOMINIUMS

THIS SIXTH AMENDMENT to Declaration of Condominium of Woods Edge Condominiums is made by Bielinski Development, Inc., a Wisconsin corporation (hereinafter "Declarant"), pursuant to and in accordance with the provisions of the Condominium Ownership Act created by Chapter 703 of the Wisconsin Statutes and the Declaration of Condominium of Woods Edge Condominiums dated October 30, 1996, and recorded in the Office of the Register of Deeds for Waukesha County, Wisconsin on December 2, 1996, as Document No. 2175801 in Reel 2352, Image 0094, hereinafter referred to as the "Declaration."

WITNESSETH:

In Article XIII of the Declaration, Declarant reserves the right to expand the Condominium by subjecting to the Declaration parts or all of the real estate described in Exhibit E of the Declaration (the "Expansion Real Estate") and also by constructing thereon, either before or after such expansion, no more than an additional one hundred and four (104) Units.

Declarant now desires to subject to the Declaration a portion of the Expansion Real Estate (hereinafter "The Phase VII Property) and to construct thereon two (2) buildings consisting of eight (8) units.

The Phase VII property and the additional building and improvements thereon, together with the Condominium created under the Declaration, shall be referred to herein jointly as the "Condominium." As used herein, the term "Unit Owner" shall mean the owner of a Unit and any building previously declared or declared herein, unless otherwise limited.

NOW, THEREFORE, Declarant, the fee owner of the Phase VII Property, pursuant to Arti of the Declaration, hereby amends the Declaration by submitting the Phase VII Property described ir

6-A attached hereto and the additional buildings and improvements to the Condominium Ownership Act and th Declaration as though fully set forth therein at the time of recording the Declaration, subject to taxes an assessments not yet due and payable, municipal and zoning ordinances, recorded easements and restrictions, an other easements and/or rights in favor of gas, sanitary sewers, storm sewers, electric, telephone and wate utilities, all other matters of record and the following restrictions and conditions:

1. Article I of the Declaration as amended by the Fifth Amendment to Declaration is hereby amended by striking the number "sixty (60)" therefrom and replacing it with the number "sixty-eight (68)."

2. Article V of the Declaration is hereby amended by striking Section 1 and replacing it with the following:

> "1. Ownership. The ownership in each Residential Unit shall include a 1/68th undivided interest in the Common Elements."

3. Exhibit 2-A of the Second and Fourth Amendments to the Declaration are amended by replacing the legal description set forth therein for Phase III with the legal description for Phase III on Exhibit 2-A attached hereto. Exhibit A of the Declaration is amended by adding the legal description for Phase VII set forth on Exhibit 6-A attached hereto.

4. Exhibit B of the Declaration is amended to include Exhibits 6-B-1, 6-B-2, and 6-B-3 attached hereto.

5. Exhibit C of the Declaration is hereby amended by adding to it the following: All addresses are Waukesha, Wisconsin 53186:

Unit No.	Unit Address
15A	2147A East Broadway
15B	2147B East Broadway
15C	2147C East Broadway
15D	2147D East Broadway
17A	2151A East Broadway
17B	2151B East Broadway
17C	2151C East Broadway
17D	2151D East Broadway

6. Exhibit E to the Declaration as amended by the Fifth Amendment to Declaration is amended by deleting Exhibit 5-E-1 and Exhibit 6-E-1 attached hereto is substituted therefor.

7. By constructing the new building and submitting the Phase VII Property, Declarant does not waive any of the rights to it reserved in Article XIII of the Declaration nor does it represent that such additions are the full extent of the exercise of its rights thereunder. However, DECLARANT SHALL BE UNDER NO OBLIGATION AND MAKES NO REPRESENTATION THAT IT WILL FURTHER EXPAND OR CONSTRUCT ANY PART OR ALL OF THE EXPANSION REAL ESTATE AS SUCH RIGHTS ARE RESERVED.

8. Except as otherwise stated herein, the provisions of the Declaration shall be deemed to extend to Units in all buildings as though all had been fully set forth therein at the time of recording of Declaration.

Executed at Waukesha, Wisconsin this 23rd day of July, 1998.

BIELINSKI DEVELOPMENT, INC.

By: _____
Frank Bielinski, President

By: _____
Harry Bielinski, Secretary

STATE OF WISCONSIN)
) SS.
COUNTY OF WAUKESHA)

Personally came before me this 23rd day of July, 1998, the above-named Frank Bielinski, President of Bielinski Development, Inc. and Harry Bielinski, Secretary of Bielinski Development, Inc., to me known to be the persons who executed the foregoing instrument and acknowledged the same.

_____
Notary Public, Waukesha Co., WI
My Commission 11-19-2000

NOTARY PUBLIC GLORIA J. RONGSTAD STATE OF WISCONSIN

THIS INSTRUMENT DRAFTED BY AND SHOULD BE RETURNED TO:

Attorney Richard R. Kobriger
Cramer, Multhauf & Hammes, LLP
1601 E. Racine Avenue, Suite 200
P.O. Box 558
Waukesha, WI 53187-0558
brk\rrk\bbb\woodsedge\declarat.am6

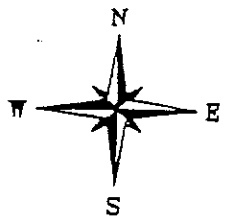
EXHIBIT 2-A

All that part of Lot One of CERTIFIED SURVEY MAP NO. 7992, part of the Northwest One-quarter (1/4), Northeast One-quarter (1/4), and Southeast One-quarter (1/4) of the Northeast One-quarter (1/4) of Section Twelve (12), in Township Six (6) North, Range Nineteen (19) East, in the City of Waukesha, County of Waukesha, State of Wisconsin, recorded in the office of the Register of Deeds for Waukesha County on April 12, 1996 in Volume 69 of Records at pages 146 to 152 inclusive, as Document No. 2115665 bounded and described as follows: Commencing at the Northeast corner of said Lot 1; thence North 58°08'13" West along the north line of said Lot 1 and the southerly right-of-way line of East Broadway (C.T.H. "D") 245.500 feet to the northeast corner of Phase 2 of Woods Edge Condominiums recorded in Volume 3 of Condominium Plats on Pages 613-616 as Document No. 2216306; thence South 31°48'25" West along the east line of said Phase 2 224.874 feet to the South line of said Phase 2; thence North 58°11'35" West along the South line of said Phase 2, 125.00 feet to the place of beginning of lands hereinafter described; thence South 29°55'20" East 71.512 feet; thence South 25°48'25" West 70.000 feet; thence South 78°25'00" West 61.363 feet; thence South 21°45'44" West 105.593 feet; thence North 62°30'13" West 52.168 feet; thence North 39°22'56" West 65.246 feet; thence North 05°22'56" West 137.528 feet; thence North 09°22'47" East 116.897 feet to the south line of Phase 1, Woods Edge Condominiums recorded in Volume 3 of Condominiums on Pages 472-478 as Document No. 2175800; thence South 63°48'49" East along the south line of said Phase 1, 196.000 feet to the west line of said Phase 2, thence South 06°00'00" West along the west line of said Phase 2, 5.113 feet to the place of beginning. Containing 45,249 square feet (1.039 acres) of land.

EXHIBIT 6-A

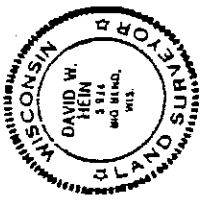
All that part of Lot One of Certified Survey Map No. 7992, part of the Northwest One-quarter (1/4), Northeast One-quarter (1/4), and Southeast One-quarter (1/4) of the Northeast One-quarter (1/4) of Section Twelve (12), in Township Six (6) North, Range Nineteen (19) East, in the City of Waukesha, County of Waukesha, State of Wisconsin, recorded in the office of the Register of Deeds for Waukesha County on April 12, 1996 in Volume 69 of Records on pages 146 to 152 inclusive, as Document No. 2115665 bounded and described as follows: Commencing at the northeast corner of said Lot 1; thence South 31°51'47" West along the east line of said Lot 1, 212.040 feet to the southerly line of Phase 5 of Woods Edge Condominiums as recorded in Volume 3 of Condominium Plats on pages 806-810 inclusive as Document No. 2286929; thence along the southerly boundary of said Phase 5 the following bearings and distances: North 58°08'13" West 92.300 feet; North 26°12'30" West 28.000 feet; South 63°47'30" West 101.883 feet to the southerly boundary of Phase 4 of Woods Edge Condominiums as recorded in Volume 3 of Condominium Plats on pages 770-773 inclusive as Document No. 2262015; thence along the southerly boundary of said Phase 4 the following bearings and distances; South 23°59'55" West 29.803 feet; South 62°38'21" West 81.809 feet to the place of beginning of the lands hereinafter described, said point also being on the westerly boundary of Phase 6 of Woods Edge Condominiums as recorded in Volume 3 of Condominium Plats on pages 840-843 inclusive as Document No. 2302257; thence along the westerly boundary of said Phase 6 the following bearings and distances; South 08°22'03" East 107.662 feet; South 81°37'57" West 126.711 feet; South 61°01'08" West 94.273 feet; thence North 56°17'37" West 100.362 feet, thence North 33°07'01" East 148.138 feet to the southerly boundary of Phase 3 of Woods Edge Condominiums as recorded in Volume 3 of Condominium Plats on pages 722-725 inclusive as Document No. 2239979; thence along the southerly boundary of said Phase 3 and the aforesaid Phase 4 the following bearings and distances: South 62°30'13" East 79.168 feet; North 80°01'29" East 110.000 feet; North 62°38'21" East 18.191 feet to the place of beginning. Containing 30,855 square feet (0.708 acres) of land.

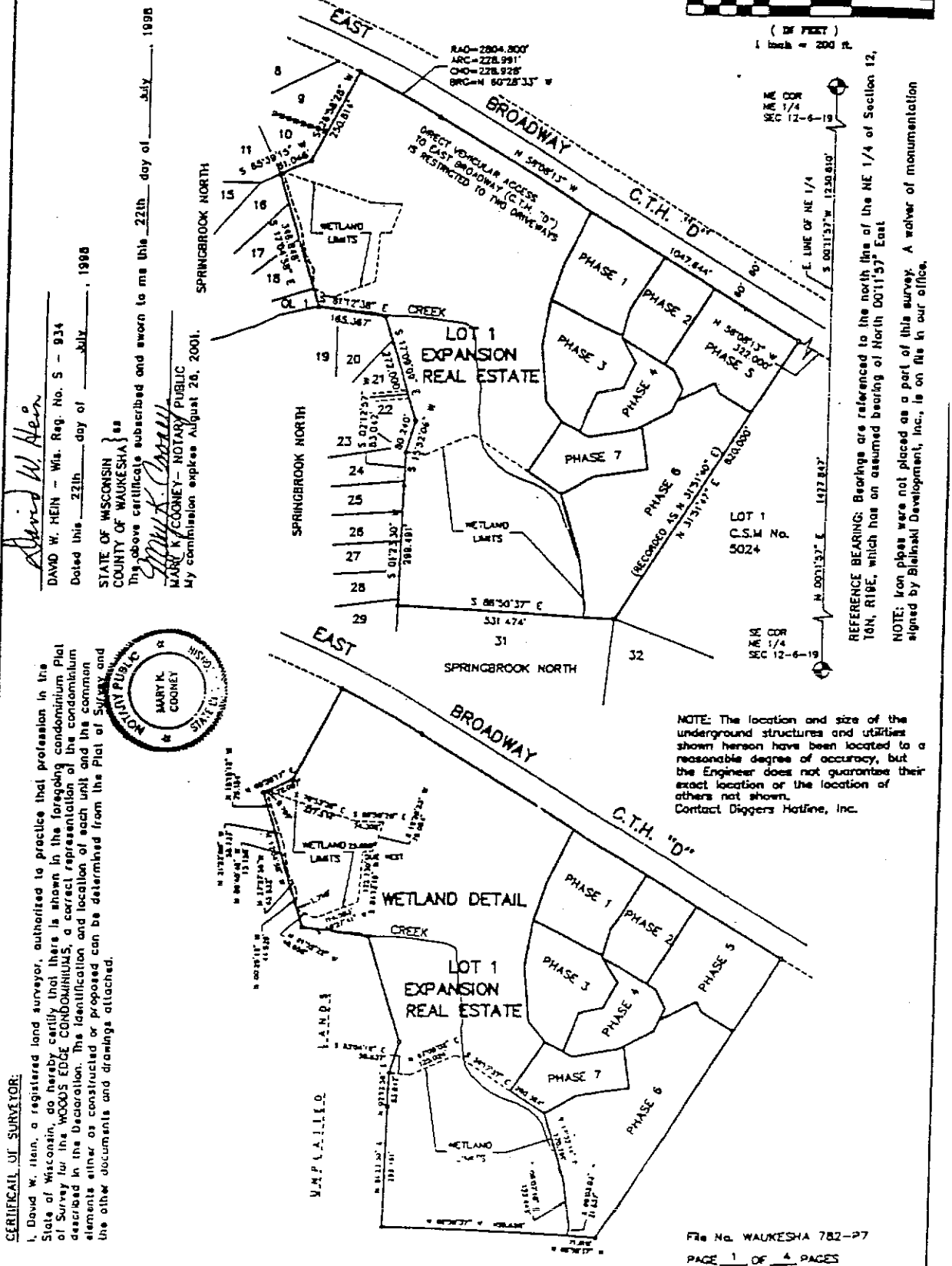
SIXTH AMENDMENT TO CONDOMINIUM PLAT OF SURVEY
WOODS EDGE CONDOMINIUMS
CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN



GRAPHIC SCALE

(IN FEET)
1 inch = 200 ft.





REFERENCE BEARING: Bearings are referenced to the north line of the NE 1/4 of Section 12, T6N, R19E, which has an assumed bearing of North 00°11'37" East

NOTE: Iron pipes were not placed as a part of this survey. A waiver of monumentation signed by Blaiinski Development, Inc., is on file in our office.

NOTE: The location and size of the underground structures and utilities shown hereon have been located to a reasonable degree of accuracy, but the Engineer does not guarantee their exact location or the location of others not shown. Contact Diggers Hotline, Inc.

DAVID W. HEIN – Wis. Reg. No. S – 934

Dated this 22th day of July, 1998

STATE OF WISCONSIN }ss
COUNTY OF WAUKESHA }

This above certificate subscribed and sworn to me this 22th day of July, 1998

MARY K. COONEY – NOTARY PUBLIC
My commission expires August 28, 2001.

CERTIFICATE OF SURVEYOR:

I, David W. Hein, a registered land surveyor, authorized to practice that profession in the State of Wisconsin, do hereby certify that there is shown in the foregoing condominium Plat of Survey for the WOODS EDGE CONDOMINIUMS, a correct representation of the condominium described in the Declaration. The identification and location of each unit and the common elements either as constructed or proposed can be determined from the Plat of Survey and the other documents and drawings attached.

INSTRUMENT DRAFTED BY Robert J. Berkowitz

File No. WAUKESHA 782–P7

PAGE 1 OF 4 PAGES

SIXTH AMENDMENT TO CONDOMINIUM PLAT OF SURVEY
WOODS EDGE CONDOMINIUMS
CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN

NOTE:
No buildings or fences shall be constructed in easements. No trees or bushes which would grow to more than 4 feet in height shall be planted within said easement shown on this plat without approval by the City of Waukesha Engineering Department.

NOTE:
UTILITY EASEMENT RECORDED IN VOLUME 306 OF DEEDS AT PAGE 498, AS DOCUMENT No. 242005 IS GENERAL IN NATURE AND CANNOT BE SHOWN.

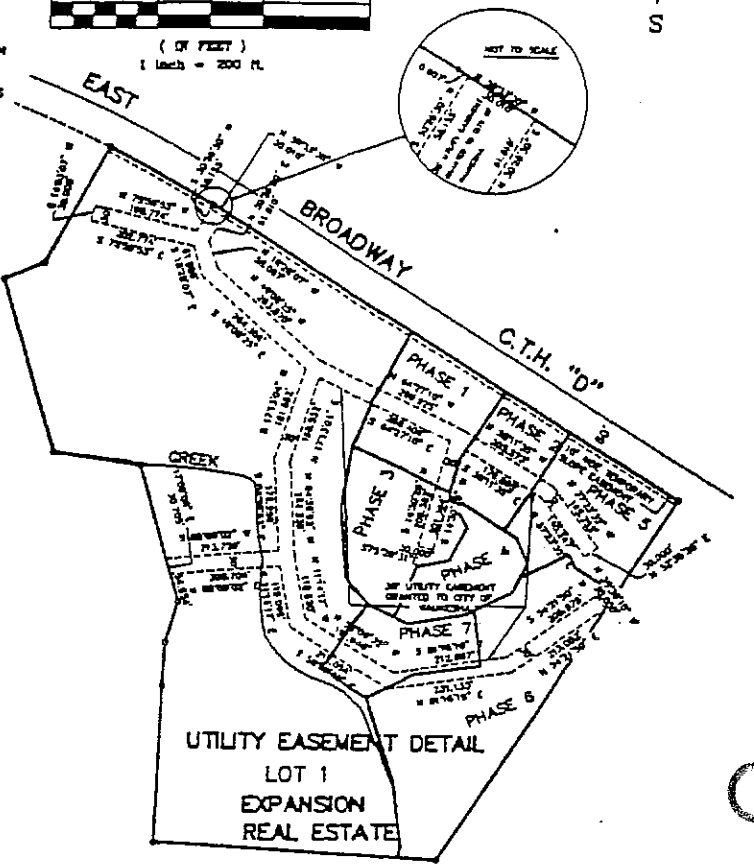
UTILITY EASEMENT RECORDED IN VOLUME 1058 OF DEEDS ON PAGE 498 AS DOCUMENT No. 667251 DOES NOT EFFECT THIS PROPERTY.

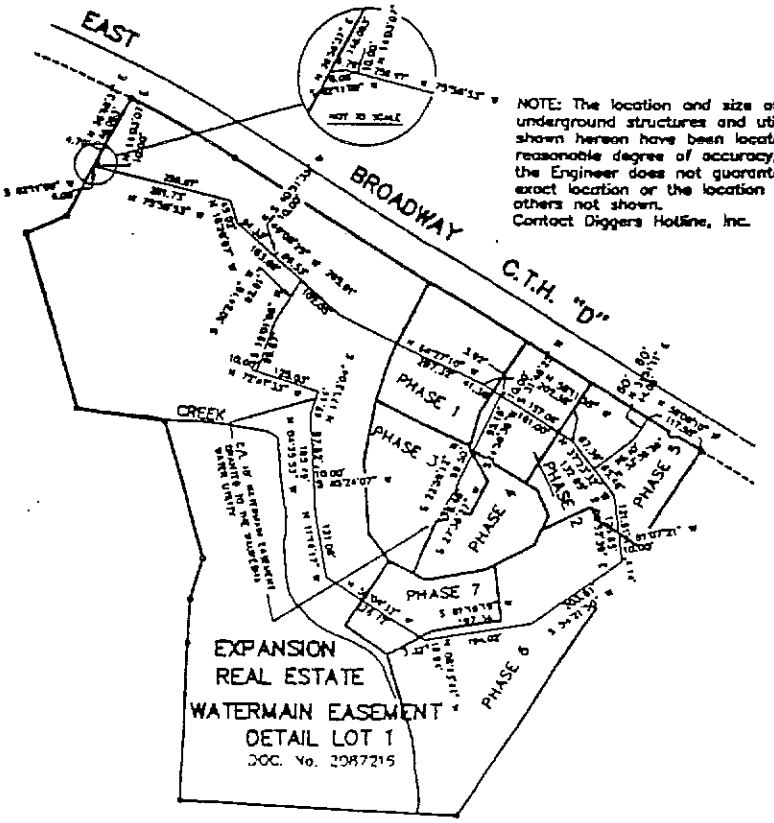
EASEMENT DETAILS:

GRAPHIC SCALE

(IN FEET)
1 inch = 200 ft.

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NOTE: The location and size of the underground structures and utilities shown hereon have been located to a reasonable degree of accuracy, but the Engineer does not guarantee their exact location or the location of others not shown.
Contact Diggers Hotline, Inc.

WISCONSIN DAVID W. HEIN S-917 BIG BEND, WIS. LAND SURVEYOR

David W. Hein – Wis. Reg. No. S – 917

Dated this 22th day of July, 1998

STATE OF WISCONSIN }ss
COUNTY OF WAUKESHA }

The above certificate subscribed and sworn to me this 22th day of July, 1998

MARY K. COONEY – NOTARY PUBLIC
My commission expires August 26, 2001.

NOTARY PUBLIC MARY K. COONEY STATE OF WISCONSIN

CERTIFICATE OF SURVEYOR:

I, David W. Hein, a registered land surveyor, authorized to practice that profession in the State of Wisconsin, do hereby certify that there is shown in the foregoing condominium Plat of Survey for the WOODS EDGE CONDOMINIUMS, a correct representation of the condominium described in the Declaration. The identification and location of each unit and the common elements either as constructed or proposed can be determined from the Plat of Survey and the other documents and drawings attached.

INSTRUMENT DRAFTED BY Robert J. Berkowitz

File No. WAUKESHA 782-P7

SIXTH AMENDMENT TO CONDOMINIUM PLAT OF SURVEY
WOODS EDGE CONDOMINIUMS
CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN

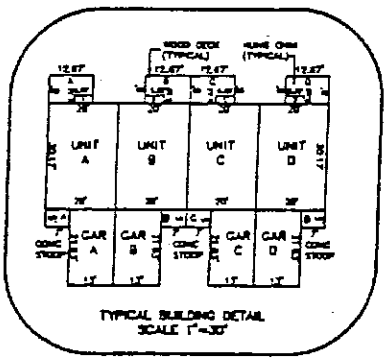
PHASE 7

ADDRESS:
BUILDING 15 2147 A,B,C, & D, EAST BROADWAY
BUILDING 17 2151 A,B,C, & D, EAST BROADWAY
CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN

LEGAL DESCRIPTION: (Phase 7)
All that part of Lot One of Certified Survey Map No. 7992, part of the Northwest One-quarter (1/4), Northeast One-quarter (1/4), and Southeast One-quarter (1/4) of the Northeast One-quarter (1/4) of Section Twelve (12), in Township Six (6) North, Range Nineteen (19) East, in the City of Waukesha, County of Waukesha, State of Wisconsin, recorded in the office of the Register of Deeds for Waukesha County on April 12, 1996 in Volume 59 of Records on pages 146 to 152 inclusive, as Document No. 2115665 bounded and described as follows:
Commencing at the northeast corner of said Lot 1; thence South 31°51'47" West along the east line of said Lot 1, 212.040 feet to the southerly line of Phase 5 of Woods Edge Condominiums as recorded in Volume 3 of Condominium Plats on pages 806-810 inclusive as Document No. 2256929; thence along the southerly boundary of said Phase 5 the following bearings and distances: North 58°08'13" West 92.300 feet; North 28°12'30" West 28.000 feet; South 83°47'30" West 101.883 feet to the southerly boundary of Phase 4 of Woods Edge Condominiums as recorded in Volume 3 of Condominium Plats on pages 770-773 inclusive as Document No. 2262015; thence along the southerly boundary of said Phase 4 the following bearings and distances; South 23°59'55" West 29.803 feet; South 62°38'21" West 81.809 feet to the place of beginning of the lands hereinafter described, said point also being on the westerly boundary of Phase 6 of Woods Edge Condominiums as recorded in Volume 3 of Condominium Plats on pages 840-843 inclusive as Document No. 2302257; thence along the westerly boundary of said Phase 6 the following bearings and distances: South 08°22'03" East 107.662 feet; South 81°37'57" West 126.711 feet; South 61°01'08" West 94.273 feet; thence North 56°17'37" West 100.362 feet; thence North 33°07'01" East 148.138 feet to the southerly boundary of Phase 3 of Woods Edge Condominiums as recorded in Volume 3 of Condominium Plats on Pages 722-725 inclusive as Document No. 2239979; thence along the southerly boundary of said Phase 3 and the aforesaid Phase 4 the following bearings and distances: South 62°30'13" East 79.168 feet; North 80°01'29" East 110.000 feet; North 62°38'21" East 18.191 feet to the place of beginning. Containing 30,855 square feet (0.708 acres) of land.

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GRAPHIC SCALE
(IN FEET)
1 inch = 100 ft.

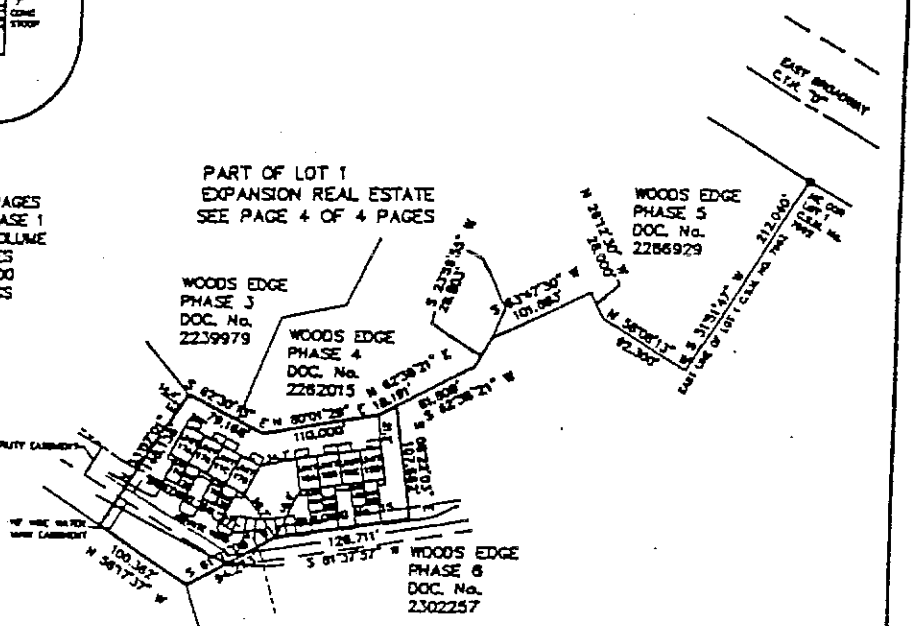


TYPICAL BUILDING DETAIL
SCALE 1"=30'

REFER TO PAGES 5, 6 & 7 OF 7 PAGES OF WOODS EDGE CONDOMINIUMS PHASE 1 RECORDED DECEMBER 2, 1996 IN VOLUME 3 OF CONDOMINIUM PLATS ON PAGES 472-478 AS DOCUMENT No. 2175800 FOR THE FLOOR PLANS OF BUILDINGS No. 12, No. 13, No. 14 AND No. 16

NOTE:
SEE PAGE 2 OF 5 PAGES FOR COMPLETE EASEMENT DIMENSIONS

NOTE:
The Limited Common Elements consist of the outside deck, walks, patio or porches, if any, immediately adjacent and appurtenant to each unit to which it has access by a door from the unit and the driveway immediately adjacent and appurtenant to the garage door to each unit.



CERTIFICATE OF SURVEYOR:

I, David W. Hein, a registered land surveyor, authorized to practice that profession in the State of Wisconsin, do hereby certify that there is shown in the foregoing condominium Plat of Survey for the WOODS EDGE CONDOMINIUMS, 2147, A,B,C,D And 2151, A,B,C,D, East Broadway, a correct representation of the condominium described in the Declaration. The identification and location of each unit and the common elements either as constructed or proposed can be determined from the Plat of Survey and the other documents and drawings attached.

David W. Hein

David W. Hein - Wis. Reg. No. S - 934

Dated this 22th day of July, 1998
REVISED THIS 4TH DAY OF AUGUST, 1998

STATE OF WISCONSIN)
COUNTY OF WAUKESHA) ss

The above certificate subscribed and sworn to me this 22th day of July, 1998

Mary K. Cooney

MARY K. COONEY - NOTARY PUBLIC
My commission expires August 26, 2001.

NOTARY PUBLIC MARY K. COONEY STATE OF WISCONSIN

INSTRUMENT DRAFTED BY Robert J. Rennebaum

File No. WAUKESHA 782-P7

SIXTH AMENDMENT TO CONDOMINIUM PLAT OF SURVEY
WOODS EDGE CONDOMINIUMS
CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN

EXPANSION REAL ESTATE

LEGAL DESCRIPTION: (EXPANSION REAL ESTATE)
Lot One of CERTIFIED SURVEY MAP NO. 7992, part of the Northwest One-quarter (1/4), Northeast One-quarter (1/4), and Southeast One-quarter (1/4) of the Northeast One-quarter (1/4) of Section Twelve (12), in Township Six (6) North, Range Nineteen (19) East, in the City of Waukesha, County of Waukesha, State of Wisconsin, recorded in the office of the Register of Deeds, for Waukesha County on April 12, 1996 in Volume 69 of Records at pages 146 to 152 inclusive, as Document NO. 2115685.

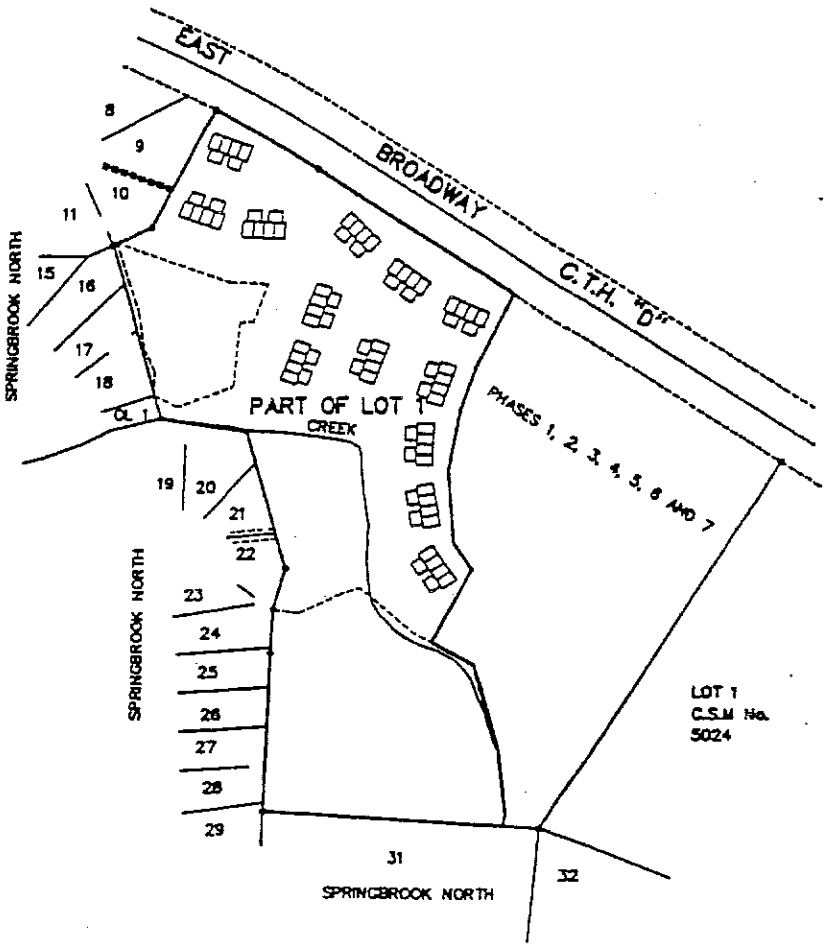
EXCEPTING THEREFROM: THE LEGAL DESCRIPTION FOR PHASE 1
EXCEPTING THEREFROM: THE LEGAL DESCRIPTION FOR PHASE 2
EXCEPTING THEREFROM: THE LEGAL DESCRIPTION FOR PHASE 3
EXCEPTING THEREFROM: THE LEGAL DESCRIPTION FOR PHASE 4
EXCEPTING THEREFROM: THE LEGAL DESCRIPTION FOR PHASE 5
EXCEPTING THEREFROM: THE LEGAL DESCRIPTION FOR PHASE 6
EXCEPTING THEREFROM: THE LEGAL DESCRIPTION FOR PHASE 7

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SCALE 1" = 200'

GRAPHIC SCALE

(IN FEET)
1 inch = 200 ft.



CERTIFICATE OF SURVEYOR:

I, David W. Hein, a registered land surveyor, authorized to practice that profession in the State of Wisconsin, do hereby certify that there is shown in the foregoing condominium Plat of Survey for the WOODS EDGE CONDOMINIUMS, a correct representation of the condominium described in the Declaration. The identification and location of each unit and the common elements either as constructed or proposed can be determined from the Plat of Survey and the other documents and drawings attached.

David W. Hein

David W. Hein – Wis. Reg. No. S – 934

Dated this 22th day of July, 1998

NOTARY PUBLIC MARY K. COONEY STATE OF WISCONSIN

WISCONSIN DAVID W. HEIN S-934 LAND SURVEYOR

STATE OF WISCONSIN } ss
COUNTY OF WAUKESHA }

The above certificate subscribed and sworn to me this 22th day of July 1998

Mary K. Cooney

MARY K. COONEY – NOTARY PUBLIC
My commission expires August 26, 2001.

INSTRUMENT DRAFTED BY Robert J. Bertossa

File No. WAUKESHA 782-P7

2378242
Document Number

SEVENTH AMENDMENT TO DECLARATION OF CONDOMINIUM OF WOODS EDGE CONDOMINIUMS

2378242

98 OCT 26 AM 8:05
REEL 2769 IMAGE 0001

This space reserved for recording data

RETURN TO
Richard R. Kobriger
Cramer, Multhauf & Hammes, LLP
P.O. Box 558
Waukesha, WI 53187

Tax Parcel No.

SEVENTH AMENDMENT TO DECLARATION OF CONDOMINIUM

OF

WOODS EDGE CONDOMINIUMS

THIS SEVENTH AMENDMENT to Declaration of Condominium of Woods Edge Condominiums is made by Bielinski Development, Inc., a Wisconsin corporation (hereinafter "Declarant"), pursuant to and in accordance with the provisions of the Condominium Ownership Act created by Chapter 703 of the Wisconsin Statutes and the Declaration of Condominium of Woods Edge Condominiums dated October 30, 1996, and recorded in the Office of the Register of Deeds for Waukesha County, Wisconsin on December 2, 1996, as Document No. 2175801 in Reel 2352, Image 0094, hereinafter referred to as the "Declaration."

WITNESSETH:

In Article XIII of the Declaration, Declarant reserves the right to expand the Condominium by subjecting to the Declaration parts or all of the real estate described in Exhibit E of the Declaration (the "Expansion Real Estate") and also by constructing thereon, either before or after such expansion, no more than an additional one hundred and four (104) Units.

Declarant now desires to subject to the Declaration a portion of the Expansion Real Estate (hereinafter "The Phase VIII Property) and to construct thereon three (3) buildings consisting of twelve (12) units.

The Phase VIII property and the additional buildings and improvements thereon, together with the Condominium created under the Declaration, shall be referred to herein jointly as the "Condominium." As used herein, the term "Unit Owner" shall mean the owner of a Unit and any building previously declared or declared herein, unless otherwise limited.

NOW, THEREFORE, Declarant, the fee owner of the Phase VIII Property, pursuant to Article XIII of the Declaration, hereby amends the Declaration by submitting the Phase VIII Property described in Exhibit 7-A attached hereto and the additional buildings and improvements to the Condominium Ownership Act and the Declaration as though fully set forth therein at the time of recording the Declaration, subject to taxes and assessments not yet due and payable, municipal and zoning ordinances, recorded easements and restrictions, any other easements and/or rights in favor of gas, sanitary sewers, storm sewers, electric, telephone and water utilities, all other matters of record and the following restrictions and conditions:

1. Article I of the Declaration as amended by the Sixth Amendment to Declaration is hereby amended by striking the number "sixty-eight (68)" therefrom and replacing it with the number "eighty (80)."

2. Article V of the Declaration is hereby amended by striking Section 1 and replacing it with the following:

> "1. Ownership. The ownership in each Residential Unit shall include a 1/80th undivided interest in the Common Elements."

3. Exhibit A of the Declaration is amended by adding the legal description for Phase VIII set forth on Exhibit 7-A attached hereto.

4. Exhibit B of the Declaration is amended to include Exhibits 7-B-1, 7-B-2, and 7-B-3 attached hereto.

5. Exhibit C of the Declaration is hereby amended by adding to it the following: All addresses are Waukesha, Wisconsin 53186:

Unit No.	Unit Address
18A	2153A East Broadway
18B	2153B East Broadway
18C	2153C East Broadway
18D	2153D East Broadway
19A	2155A East Broadway
19B	2155B East Broadway
19C	2155C East Broadway
19D	2155D East Broadway
22A	2117A East Broadway
22B	2117B East Broadway
22C	2117C East Broadway
22D	2117D East Broadway

6. Exhibit E to the Declaration as amended by the Sixth Amendment to Declaration is amended by deleting Exhibit 6-E-1 and Exhibit 7-E-1 attached hereto is substituted therefor.

7. By constructing the new buildings and submitting the Phase VIII Property, Declarant does not waive any of the rights to it reserved in Article XIII of the Declaration nor does it represent that such

additions are the full extent of the exercise of its rights thereunder. However, DECLARANT SHALL BE UNDER NO OBLIGATION AND MAKES NO REPRESENTATION THAT IT WILL FURTHER EXPAND OR CONSTRUCT ANY PART OR ALL OF THE EXPANSION REAL ESTATE AS SUCH RIGHTS ARE RESERVED.

8. Except as otherwise stated herein, the provisions of the Declaration shall be deemed to extend to Units in all buildings as though all had been fully set forth therein at the time of recording the Declaration.

Executed at Waukesha, Wisconsin this 13th day of October, 1998.

BIELINSKI DEVELOPMENT, INC.

By: _____
Frank Bielinski, President

By: _____
Harry Bielinski, Secretary

STATE OF WISCONSIN)
) SS.
COUNTY OF WAUKESHA)

Personally came before me this 13th day of October, 1998, the above-named Frank Bielinski, President of Bielinski Development, Inc. and Harry Bielinski, Secretary of Bielinski Development, Inc., to me known to be the persons who executed the foregoing instrument and acknowledged the same.

_____
Notary Public, Waukesha Co., WI
My Commission 11-19-2000

NOTARY PUBLIC GLORIA J. RONGSTAD STATE OF WISCONSIN

THIS INSTRUMENT DRAFTED BY AND SHOULD BE RETURNED TO:

Attorney Richard R. Kobriger
Cramer, Multhauf & Hammes, LLP
1601 E. Racine Avenue, Suite 200
P.O. Box 558
Waukesha, WI 53187-0558
b\rrk\bbb\woodsedge\declarat.am7

EXHIBIT 7-A

Parcel A

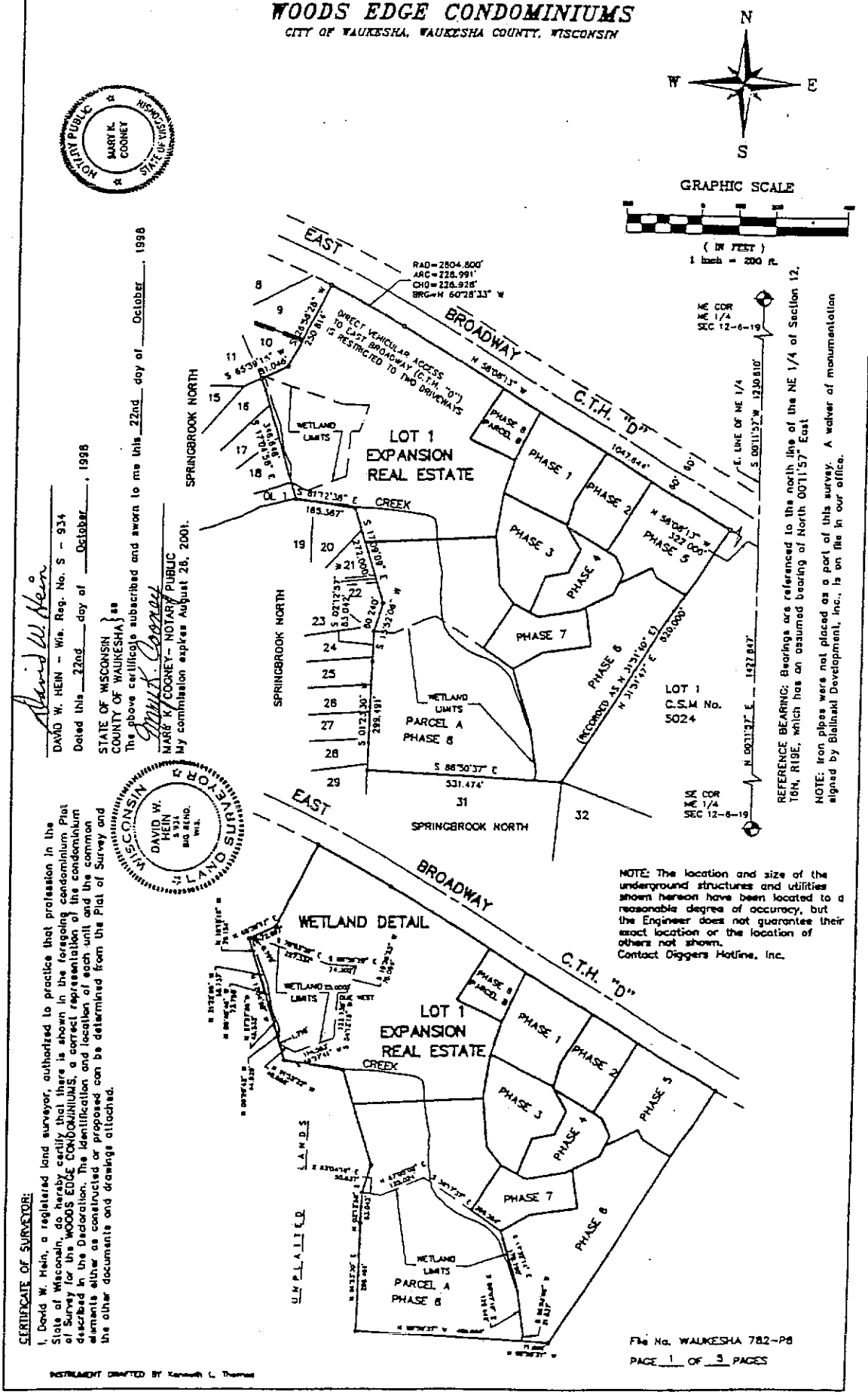
All that part of Lot One of Certified Survey Map No. 7992, part of the Northwest One-quarter (1/4), Northeast One-quarter (1/4), and Southeast One-quarter (1/4) of the Northeast One-quarter (1/4) of Section Twelve (12), in Township Six (6) North, Range Nineteen (19) East, in the City of Waukesha, County of Waukesha, State of Wisconsin, recorded in the office of the Register of Deeds for Waukesha County on April 12, 1996 in Volume 69 of Records on pages 146 to 152 inclusive, as Document No. 2115665 bounded and described as follows: Commencing at the northeast corner of said Lot 1; thence South 31°51'47" West along the east line of said Lot 1, 212.040 feet to the southerly line of Phase 5 of Woods Edge Condominiums as recorded in Volume 3 of Condominium Plats on pages 806-810 inclusive as Document No. 2286929; thence along the southerly boundary of said Phase 5 the following bearings and distances: North 58°08'13" West 92.300 feet; North 26°12'30" West 28.000 feet; South 63°47'30" West 101.883 feet to the southerly boundary of Phase 4 of Woods Edge Condominiums as recorded in Volume 3 of Condominium Plats on pages 770-773 inclusive as Document No. 2262015; thence along the southerly boundary of said Phase 4 the following bearings and distances: South 23°59'55" West 29.803 feet; South 62°38'21" West 100.000 feet; South 80°01'29" West 110.000 feet; thence North 62°30'13" West along the south line of said Phase 4 and the south line of Phase 3 of Woods Edge Condominiums recorded in Volume 3 of Condominium Plats on Pages 722-725 as Document No. 2239979, 79.168 feet; thence along the southwesterly side of said Phase 3 the following bearings and distances: North 39°06'46" West 65.246 feet; North 05°22'56" West 132.000 feet; thence South 87°26'26" West 355.822 feet; thence South 17°09'09" East 174.598 feet; thence South 15°52'06" West 80.240 feet; thence South 02°12'57" West 83.042 feet; thence South 01°23'30" West 299.491 feet; thence South 86°50'37" East 459.656 feet to the west line of Phase 6 of Woods Edge Condominiums recorded in Volume 3 of Condominium Plats on Pages 840-843 as Document No. 2302257; thence along the westerly boundary of said Phase 6 the following bearings & distances: North 06°02'02" East 21.837 feet; North 08°07'10" West 122.445 feet; North 17°32'14" West 170.790 feet to the south line of Phase 7 of Woods Edge Condominiums recorded in Volume 3 of Condominium Plats on Pages 941-944 as Document No. 2355323; thence along the south and west line of said Phase 7 the following bearings and distances; North 56°17'37" West 100.362 feet; North 33°07'01" East 148.138 feet to the place of beginning. Containing 246,657 square feet (5.662 acres) of land.

Parcel B

All that part of Lot One of Certified Survey Map No. 7992, part of the Northwest One-quarter (1/4), Northeast One-quarter (1/4), and Southeast One-quarter (1/4) of the Northeast One-quarter (1/4) of Section Twelve (12), in Township Six (6) North, Range Nineteen (19) East, in the City of Waukesha, County of Waukesha, State of Wisconsin, recorded in the office of the Register of Deeds for Waukesha County on April 12, 1996 in Volume 69 of Records on pages 146 to 152 inclusive, as Document No. 2115665 bounded and described as follows: Commencing at the Northeast corner of said Lot; thence North 58°08'13" West along the north line of said Lot 1 and the southerly right-of-way line of East Broadway (C.T.H. "D") 604.500 feet to the northwest corner of Phase 1, Woods Edge Condominiums as recorded in Volume 3 of Condominium Plats on Pages 472-478 as Document No. 2175800, and the place of beginning of the lands hereinafter described: thence along the west line of said Phase 1 the following bearings and distances: South 26°11'22" West 148.164 feet; South 18°17'06" West 2.042 feet; thence North 65°33'12" West 126.308 feet; thence North 55°00'19" West 13.882 feet; thence North 33°07'11" East 165.008 feet to the southerly right-of-way line of said East Broadway (C.T.H. "D"); thence South 58°08'13" East along said southerly right-of-way 120.366 feet to the place of beginning. Containing 20,579 square feet (0.472 acres) of land.

EXHIBIT 7-B-1

SEVENTH AMENDMENT TO CONDOMINIUM PLAT OF SURVEY
WOODS EDGE CONDOMINIUMS
CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN



NOTARY PUBLIC MARY K. COONEY STATE OF WISCONSIN

DAVID W. HEIN - Wis. Reg. No. S - 934

Dated this 22nd day of October, 1998

STATE OF WISCONSIN } ss
COUNTY OF WAUKESHA }

The above certificate subscribed and sworn to me this 22nd day of October, 1998

MARY K. COONEY - NOTARY PUBLIC
My commission expires August 26, 2001.

WISCONSIN DAVID W. HEIN S-934 BIG BEND, WIS. LAND SURVEYOR

CERTIFICATE OF SURVEYOR:

I, David W. Hein, a registered land surveyor, authorized to practice that profession in the State of Wisconsin, do hereby certify that there is shown in the foregoing condominium Plat of Survey for the WOODS EDGE CONDOMINIUMS, a correct representation of the condominium described in the Declaration. The identification and location of each unit and the common elements either as constructed or proposed can be determined from the Plat of Survey and the other documents and drawings attached.

INSTRUMENT DRAFTED BY Kenneth L. Thomas

File No. WAUKESHA 782-P8

PAGE 1 OF 3 PAGES

EXHIBIT 7-B-2

SEVENTH AMENDMENT TO CONDOMINIUM PLAT OF SURVEY
WOODS EDGE CONDOMINIUMS
CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN

NOTE:
No buildings or fences shall be constructed in easements. No trees or bushes which would grow to more than 4 feet in height shall be planted within any easement shown on this plat without approval by the City of Waukesha Engineering Department.

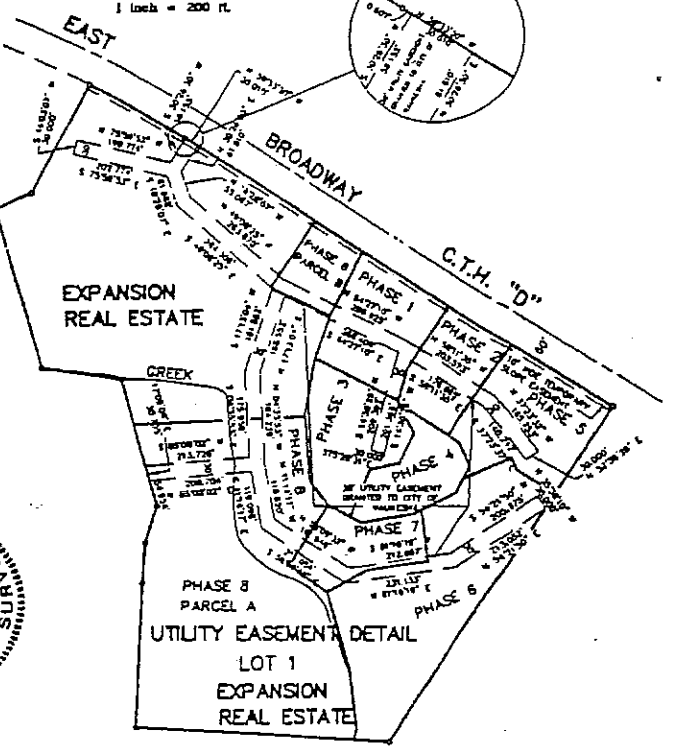
NOTE:
UTILITY EASEMENT RECORDED IN VOLUME 308 OF DEEDS AT PAGE 499, AS DOCUMENT No. 242005 IS GENERAL IN NATURE AND CANNOT BE SHOWN.

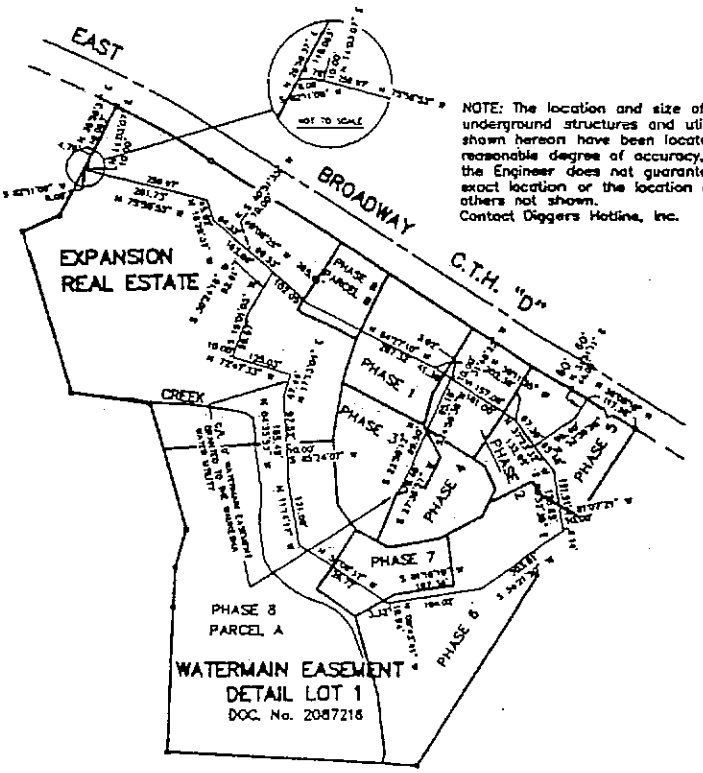
UTILITY EASEMENT RECORDED IN VOLUME 1056 OF DEEDS ON PAGE 499 AS DOCUMENT No. 667251 DOES NOT EFFECT THIS PROPERTY.

EASEMENT DETAILS:

GRAPHIC SCALE

(IN FEET)
1 inch = 200 ft.





NOTE: The location and size of the underground structures and utilities shown hereon have been located to a reasonable degree of accuracy, but the Engineer does not guarantee their exact location or the location of others not shown. Contact Diggers Hotline, Inc.

STATE OF WISCONSIN } ss
COUNTY OF WAUKESHA }

The above certificate subscribed and sworn to me this 22nd day of October, 1998

MARY K. COONEY - NOTARY PUBLIC
My commission expires August 28, 2001.

David W. Hein – Wis. Reg. No. S – 917

Dated this 22nd day of October, 1998

CERTIFICATE OF SURVEYOR:

I, David W. Hein, a registered land surveyor, authorized to practice that profession in the State of Wisconsin, do hereby certify that there is shown in the foregoing condominium Plat of Survey for the WOODS EDGE CONDOMINIUMS, a correct representation of the condominium described in the Declaration. The identification and location of each unit and the common elements either as constructed or proposed can be determined from the Plat of Survey and the other documents and drawings attached.

INSTRUMENT DRAFTED BY Kenneth L. Thomas

File No. WAUKESHA 782-PB

EXHIBIT 7-B-3

SEVENTH AMENDMENT TO CONDOMINIUM PLAT OF SURVEY
WOODS EDGE CONDOMINIUMS

CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN

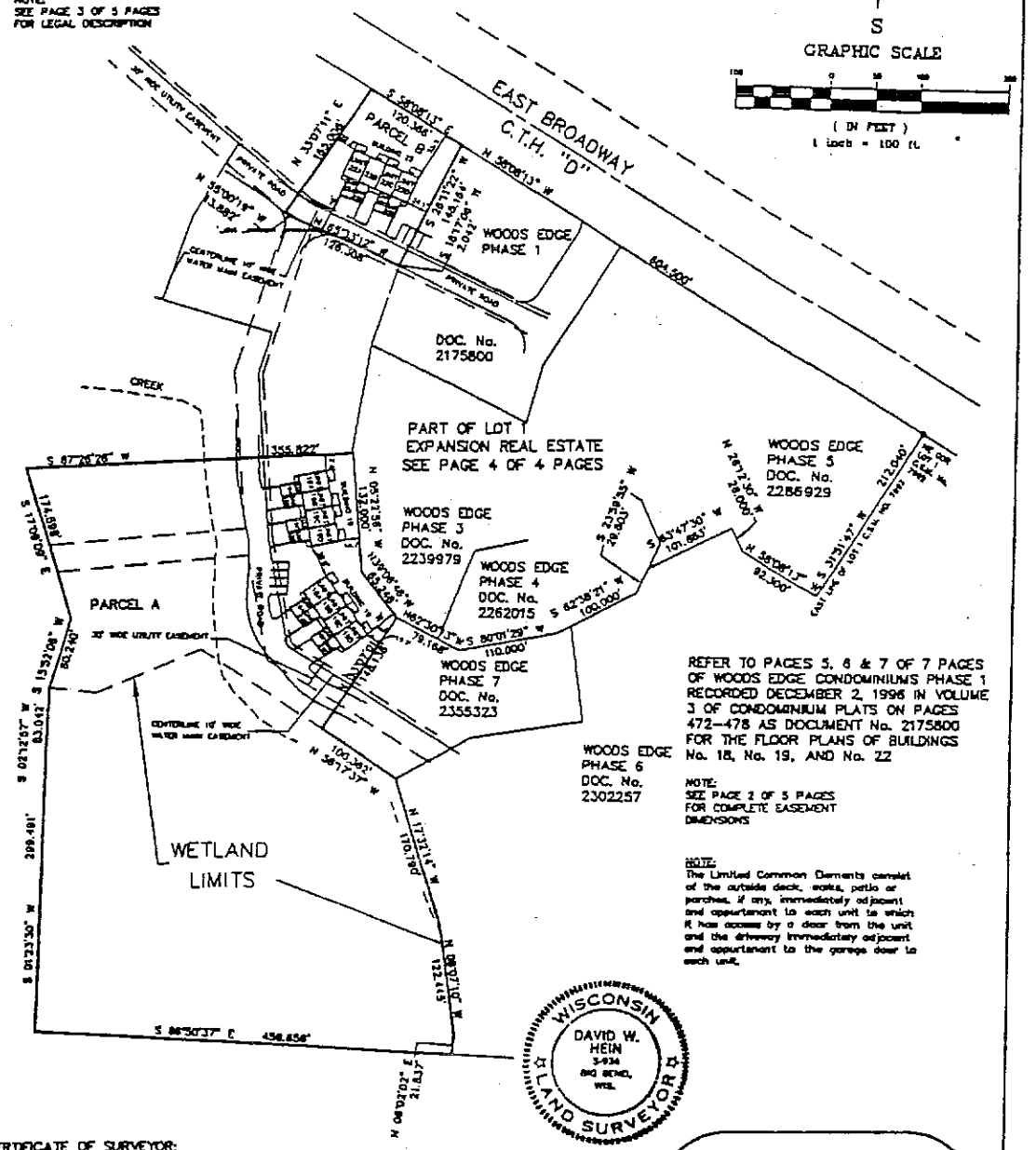
PHASE 8

ADDRESS:
BUILDING 18 2153 A.B.C. & D. EAST BROADWAY
BUILDING 19 2155 A.B.C. & D. EAST BROADWAY
BUILDING 22 2117 A.B.C. & D. EAST BROADWAY
CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN

NOTE:
SEE PAGE 3 OF 5 PAGES
FOR LEGAL DESCRIPTION

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GRAPHIC SCALE
(IN FEET)
1 inch = 100 ft.

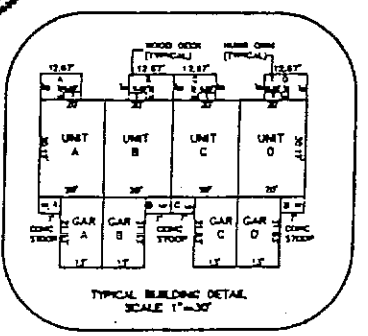


REFER TO PAGES 5, 6 & 7 OF 7 PAGES OF WOODS EDGE CONDOMINIUMS PHASE 1 RECORDED DECEMBER 2, 1996 IN VOLUME 3 OF CONDOMINIUM PLATS ON PAGES 472-478 AS DOCUMENT No. 2175800 FOR THE FLOOR PLANS OF BUILDINGS No. 18, No. 19, AND No. 22

NOTE:
SEE PAGE 2 OF 5 PAGES FOR COMPLETE EASEMENT DIMENSIONS

NOTE:
The Limited Common Elements consist of the outside deck, patio or porches, if any, immediately adjacent and appurtenant to each unit to which it has access by a door from the unit and the driveway immediately adjacent and appurtenant to the garage door to each unit.

WISCONSIN
DAVID W. HEIN
S-934
BIG BEND, WIS.
LAND SURVEYOR



CERTIFICATE OF SURVEYOR:

I, David W. Hein, a registered land surveyor, authorized to practice that profession in the State of Wisconsin, do hereby certify that there is shown in the foregoing condominium Plat of Survey for the WOODS EDGE CONDOMINIUMS, 2117, A,B,C,D, 2153, A,B,C,D, 2155, A,B,C,D, East Broadway, a correct representation of the condominium described in the Declaration. The identification and location of each unit and the common elements either as constructed or proposed can be determined from the Plat of Survey and the other documents and drawings attached.

David W. Hein

David W. Hein - Wis. Reg. No. S - 934

Dated this 22nd day of October, 1998

NOTARY PUBLIC
MARY K. COONEY
STATE OF WISCONSIN

STATE OF WISCONSIN }
COUNTY OF WAUKESHA } ss

The above certificate subscribed and sworn to me this 22nd day of October, 1998

Mary K. Cooney

MARY K. COONEY - NOTARY PUBLIC
My commission expires August 26, 2001.

INSTRUMENT DRAFTED BY Kenneth L. Thomas

File No. WAUKESHA 782-P8

EXHIBIT 7-E-1

SEVENTH AMENDMENT TO CONDOMINIUM PLAT OF SURVEY
WOODS EDGE CONDOMINIUMS
CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN

EXPANSION REAL ESTATE

LEGAL DESCRIPTION: (EXPANSION REAL ESTATE)
Lot One of CERTIFIED SURVEY MAP NO. 7992, part of the Northwest One-quarter (1/4), Northeast One-quarter (1/4), and Southeast One-quarter (1/4) of the Northeast One-quarter (1/4) of Section Twelve (12), in Township Six (6) North, Range Nineteen (19) East, in the City of Waukesha, County of Waukesha, State of Wisconsin, recorded in the office of the Register of Deeds, for Waukesha County on April 12, 1995 in Volume 69 of Records at pages 146 to 152 inclusive, as Document NO. 2115665.

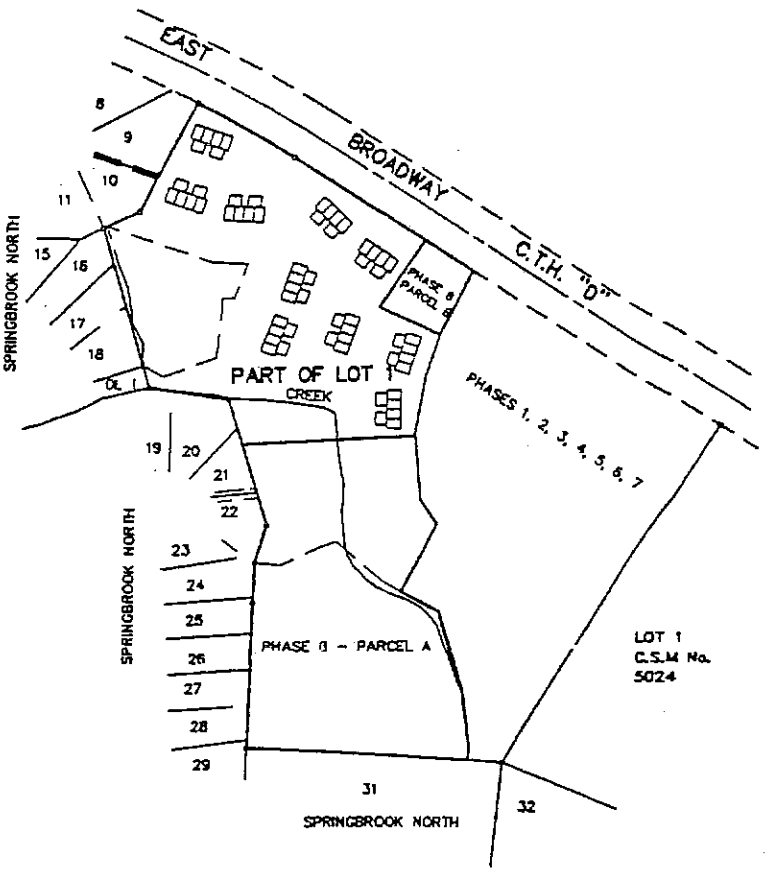
EXCEPTING THEREFROM: THE LEGAL DESCRIPTION FOR PHASE 1
EXCEPTING THEREFROM: THE LEGAL DESCRIPTION FOR PHASE 2
EXCEPTING THEREFROM: THE LEGAL DESCRIPTION FOR PHASE 3
EXCEPTING THEREFROM: THE LEGAL DESCRIPTION FOR PHASE 4
EXCEPTING THEREFROM: THE LEGAL DESCRIPTION FOR PHASE 5
EXCEPTING THEREFROM: THE LEGAL DESCRIPTION FOR PHASE 6
EXCEPTING THEREFROM: THE LEGAL DESCRIPTION FOR PHASE 7
EXCEPTING THEREFROM: THE LEGAL DESCRIPTION FOR PHASE 8

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SCALE 1" = 200'

GRAPHIC SCALE

(IN FEET)
1 inch = 200 ft.



CERTIFICATE OF SURVEYOR:

I, David W. Hein, a registered land surveyor, authorized to practice that profession in the State of Wisconsin, do hereby certify that there is shown in the foregoing condominium Plat of Survey for the WOODS EDGE CONDOMINIUMS, a correct representation of the condominium described in the Declaration. The identification and location of each unit and the common elements either as constructed or proposed can be determined from the Plat of Survey and the other documents and drawings attached.

David W. Hein

David W. Hein - Wis. Reg. No. S - 934

Dated this 22nd day of October, 1998

NOTARY PUBLIC MARY K. COONEY STATE OF WISCONSIN

WISCONSIN DAVID W. HEIN S-934 LAND SURVEYOR

STATE OF WISCONSIN }
COUNTY OF WAUKESHA } ss

The above certificate subscribed and sworn to me this 22nd day of October 1998

Mary K. Cooney

MARY K. COONEY - NOTARY PUBLIC
My commission expires August 26, 2001.

File No. WAUKESHA 782-P8

PAGE 5 OF 5 PAGES

INSTRUMENT DRAFTED BY Robert J. Berteaud

WC2410882-008

Document Number

EIGHTH AMENDMENT TO DECLARATION OF CONDOMINIUM OF WOODS EDGE CONDOMINIUMS

2410882

REGISTER'S OFFICE
WAUKESHA COUNTY, WI
RECORDED ON

01-25-1999 10:33 AM

MICHAEL J. HAEGLINGER
REGISTER OF DEEDS

REC. FEE: 13.00
REC. FEE-CO: 4.00
REC. FEE-ST: 2.00
TRAN. FEE:
TRAN. FEE-STATE:
PAGES: 8

REEL 2826 IMAGE 1123

This space reserved for recording data

RETURN TO

Richard R. Kobriger
Cramer, Multhauf & Hammes, LLP
P.O. Box 558
Waukesha, WI 53187

Tax Parcel No.

EIGHTH AMENDMENT TO DECLARATION OF CONDOMINIUM

OF

WOODS EDGE CONDOMINIUMS

THIS EIGHTH AMENDMENT to Declaration of Condominium of Woods Edge Condominiums is made by Bielinski Development, Inc., a Wisconsin corporation (hereinafter "Declarant"), pursuant to and in accordance with the provisions of the Condominium Ownership Act created by Chapter 703 of the Wisconsin Statutes and the Declaration of Condominium of Woods Edge Condominiums dated October 30, 1996, and recorded in the Office of the Register of Deeds for Waukesha County, Wisconsin on December 2, 1996, as Document No. 2175801 in Reel 2352, Image 0094, hereinafter referred to as the "Declaration."

WITNESSETH:

In Article XIII of the Declaration, Declarant reserves the right to expand the Condominium by subjecting to the Declaration parts or all of the real estate described in Exhibit E of the Declaration (the "Expansion Real Estate") and also by constructing thereon, either before or after such expansion, no more than an additional one hundred and four (104) Units.

Declarant now desires to subject to the Declaration a portion of the Expansion Real Estate (hereinafter "The Phase IX Property) and to construct thereon two (2) buildings consisting of eight (8) units.

The Phase IX property and the additional buildings and improvements thereon, together with the Condominium created under the Declaration, shall be referred to herein jointly as the "Condominium." As used herein, the term "Unit Owner" shall mean the owner of a Unit and any building previously declared or declared herein, unless otherwise limited.

NOW, THEREFORE, Declarant, the fee owner of the Phase IX Property, pursuant to Article XIII of the Declaration, hereby amends the Declaration by submitting the Phase IX Property described in Exhibit 8-A attached hereto and the additional buildings and improvements to the Condominium Ownership Act and the Declaration as though fully set forth therein at the time of recording the Declaration, subject to taxes and

assessments not yet due and payable, municipal and zoning ordinances, recorded easements and restrictions, any other easements and/or rights in favor of gas, sanitary sewers, storm sewers, electric, telephone and water utilities, all other matters of record and the following restrictions and conditions:

1. Article I of the Declaration as amended by the Seventh Amendment to Declaration is hereby amended by striking the number "eighty (80)" therefrom and replacing it with the number "eighty-eight (88)."

2. Article V of the Declaration is hereby amended by striking Section 1 and replacing it with the following:

> "1. Ownership. The ownership in each Residential Unit shall include a 1/88th undivided interest in the Common Elements."

3. Exhibit A of the Declaration is amended by adding the legal description for Phase IX set forth on Exhibit 8-A attached hereto.

4. Exhibit B of the Declaration is amended to include Exhibits 8-B-1, 8-B-2, and 8-B-3 attached hereto.

5. Exhibit C of the Declaration is hereby amended by adding to it the following: All addresses are Waukesha, Wisconsin 53186:

Unit No.	Unit Address
20-1	2157A East Broadway
20-2	2157B East Broadway
20-3	2157C East Broadway
20-4	2157D East Broadway
21-1	2159A East Broadway
21-2	2159B East Broadway
21-3	2159C East Broadway
21-4	2159D East Broadway

6. Exhibit E to the Declaration as amended by the Seventh Amendment to Declaration is amended by deleting Exhibit 7-E-1 and Exhibit 8-E-1 attached hereto is substituted therefor.

7. By constructing the new buildings and submitting the Phase IX Property, Declarant does not waive any of the rights to it reserved in Article XIII of the Declaration nor does it represent that such additions are the full extent of the exercise of its rights thereunder. However, DECLARANT SHALL BE UNDER NO OBLIGATION AND MAKES NO REPRESENTATION THAT IT WILL FURTHER EXPAND OR CONSTRUCT ANY PART OR ALL OF THE EXPANSION REAL ESTATE AS SUCH RIGHTS ARE RESERVED.

8. Except as otherwise stated herein, the provisions of the Declaration shall be deemed to extend to Units in all buildings as though all had been fully set forth therein at the time of recording the Declaration.

Executed at Waukesha, Wisconsin this 15th day of January, 1999.

BIELINSKI DEVELOPMENT, INC.

By: _____
Frank Bielinski, President

By: _____
Harry Bielinski, Secretary

STATE OF WISCONSIN)
) SS.
COUNTY OF WAUKESHA)

Personally came before me this 15th day of January, 1999, the above-named Frank Bielinski, President of Bielinski Development, Inc. and Harry Bielinski, Secretary of Bielinski Development, Inc., to me known to be the persons who executed the foregoing instrument and acknowledged the same.

_____
Notary Public, Waukesha Co., WI
My Commission 11-19-2000

NOTARY PUBLIC GLORIA J. RONGSTAD STATE OF WISCONSIN

THIS INSTRUMENT DRAFTED BY AND SHOULD BE RETURNED TO:

Attorney Richard R. Kobriger
Cramer, Multhauf & Hammes, LLP
1601 E. Racine Avenue, Suite 200
P.O. Box 558
Waukesha, WI 53187-0558

b\rrk\bbb\woodsedge\declarat.am8

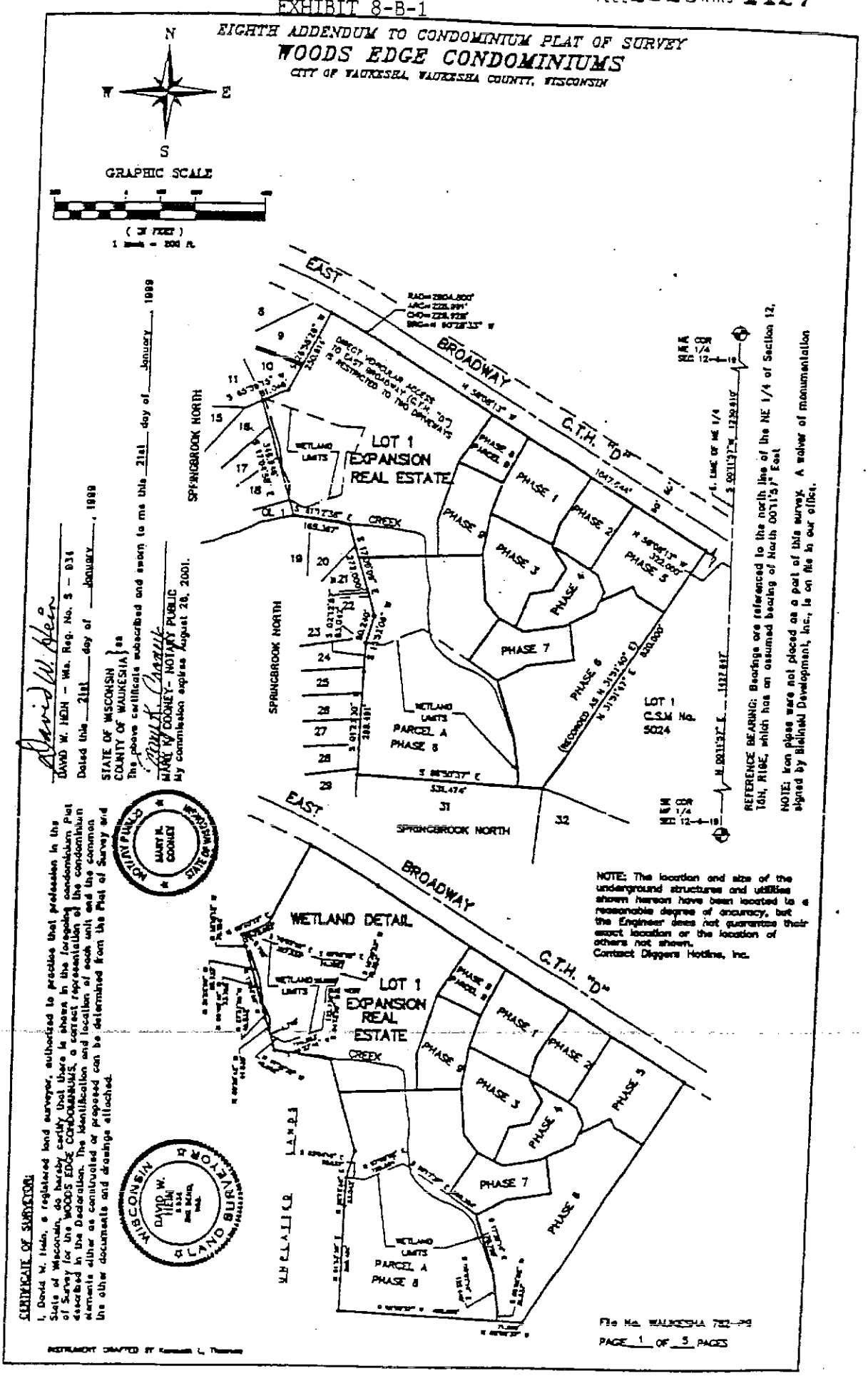
EXHIBIT 8-A

All that part of Lot One of Certified Survey Map No. 7992, part of the Northwest One-quarter (1/4), Northeast One-quarter (1/4), and Southeast One-quarter (1/4) of the Northeast One-quarter (1/4) of Section Twelve (12), in Township Six (6) North, Range Nineteen (19) East, in the City of Waukesha, County of Waukesha State of Wisconsin, recorded in the office of the Register of Deeds for Waukesha County on April 12, 1996 in Volume 69 of Records on pages 146 to 152 inclusive as Document No. 2115665 bounded and described as follows: Commencing at the northeast corner of said Lot 1; thence North 58°08'13" West along the north line of said Lot 1 and the southerly right-of-way line of East Broadway (C.T.H. D) 604.500 feet to the northwest corner of Phase 1, Woods Edge Condominiums as recorded in Volume 3 of Condominium Plats on pages 472-478 as Document No. 2175800; thence along the west line of said Phase 1 the following bearings and distances: South 26°11'22" West 148.164 feet; South 18°17'06" West 2.042 feet to the place of beginning of the lands hereinafter described; thence continuing South 18°17'06" West along the west line of said Phase 1, 92.958 feet to the northwest corner of Phase 3 of Woods Edge Condominiums as recorded in Volume 3 of Condominium Plats on pages 722-725 as Document No. 2239979; thence South 09°22'47" West along the west line of said Phase 3, 116.897 feet; thence South 05°22'57" East along the west line of said Phase 3, 5.528 feet to the northeast corner of Parcel A of Phase 8, Woods Edge Condominiums as recorded in Volume 3 of Condominium Plats on pages 978-982 as Document No. 2378241; thence South 87°26'26" West along the north line of said Parcel A of Phase 8, 128.000 feet; thence North 02°33'34" West 103.426 feet; thence North 17°24'18" East 179.968 feet to the southwest corner of Parcel B of Phase 8, Woods Edge Condominiums as recorded in Volume 3 of Condominium Plats on pages 978-982 as Document No. 2378241; thence South 55°00'19" East along the south line of said Parcel B of Phase 8, 13.882 feet; thence South 65°33'12" East along the south line of Parcel B of Phase 8, 126.308 feet to the place of beginning. Containing 34,083 square feet (0.782 acres) of land.

EXHIBIT 8-B-1

EIGHTH ADDENDUM TO CONDOMINIUM PLAT OF SURVEY
WOODS EDGE CONDOMINIUMS

CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN



SURVEYOR'S CERTIFICATE

I, David W. Hein, a registered land surveyor, authorized to practice that profession in the State of Wisconsin, do hereby certify that there is shown in the foregoing condominium Plat of Survey for the WOODS EDGE CONDOMINIUMS, a correct representation of the condominium described in the Declaration. The identification and location of each unit and the common elements either as constructed or proposed can be determined from the Plat of Survey and the other documents and drawings attached.

DAVID W. HEIN - Wis. Reg. No. S - 834

Dated this 21st day of January, 1999

STATE OF WISCONSIN }ss
COUNTY OF WAUKESHA }

The above certificate subscribed and sworn to me this 21st day of January, 1999

MARY M. COONEY - NOTARY PUBLIC
My commission expires August 28, 2001.

NOTARY PUBLIC MARY M. COONEY STATE OF WISCONSIN

WISCONSIN DAVID W. HEIN S-834 LAND SURVEYOR

REFERENCE BEARING: Bearings are referenced to the north line of the NE 1/4 of Section 12, T6N, R18E, which has an assumed bearing of North 00°11'57" East

NOTE: Iron pipes were not placed as a part of this survey. A waiver of monumentation signed by Bielinski Development, Inc., is on file in our office.

NOTE: The location and size of the underground structures and utilities shown hereon have been located to a reasonable degree of accuracy, but the Engineer does not guarantee their exact location or the location of others not shown. Contact Diggers Hotline, Inc.

INSTRUMENT DRAFTED BY Kenneth L. Thomas

File No. WAUKESHA 782-PS

EIGHTH ADDENDUM TO CONDOMINIUM PLAT OF SURVEY
WOODS EDGE CONDOMINIUMS
CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN

NOTE:
No buildings or fences shall be constructed in easements. No trees or bushes which would grow to more than 4 feet in height shall be planted within said easement shown on this plat without approval by the City of Waukesha Engineering Department.

NOTE:
UTILITY EASEMENT RECORDED IN VOLUME 308 OF DEEDS AT PAGE 498, AS DOCUMENT No. 242005 IS GENERAL IN NATURE AND CANNOT BE SHOWN.

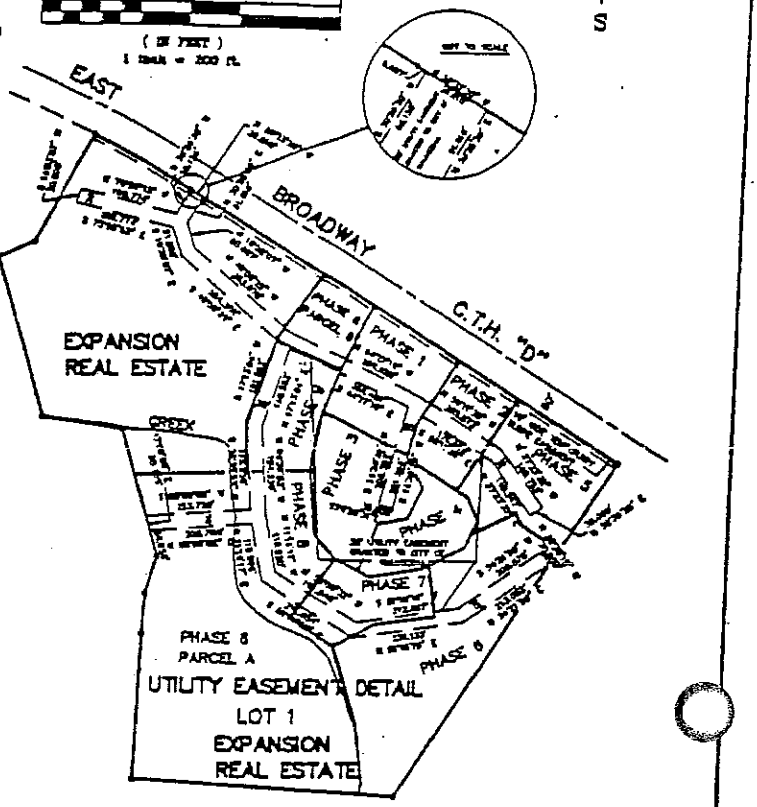
UTILITY EASEMENT RECORDED IN VOLUME 1058 OF DEEDS ON PAGE 499 AS DOCUMENT No. 667231 DOES NOT EFFECT THIS PROPERTY.

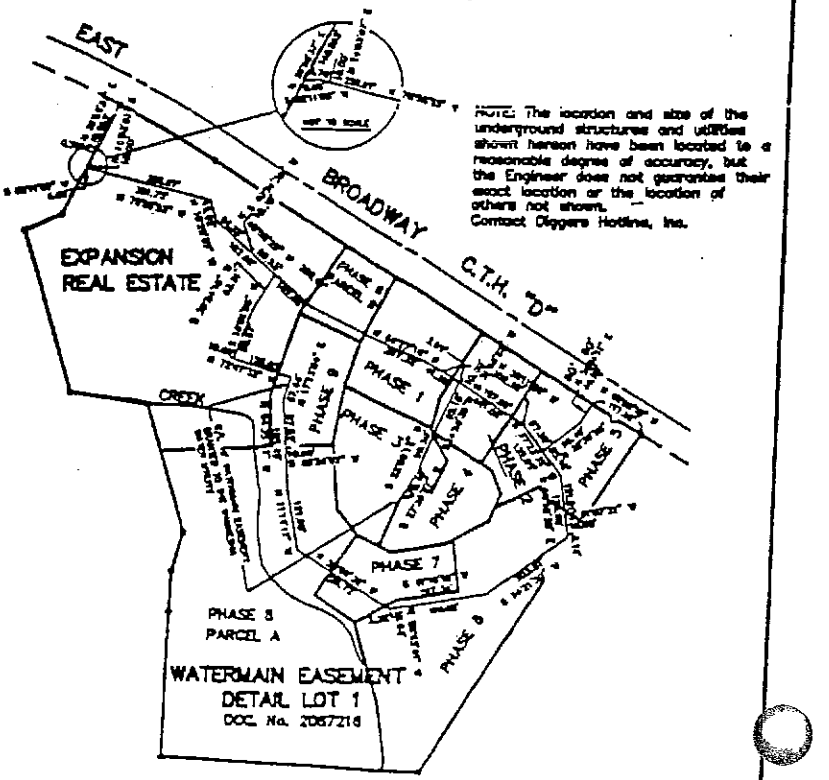
EASEMENT DETAILS:

GRAPHIC SCALE

(IN FEET)
1 inch = 200 ft.

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NOTE: The location and size of the underground structures and utilities shown hereon have been located to a reasonable degree of accuracy, but the Engineer does not guarantee their exact location or the location of others not shown.
Contact Diggers Hotline, Inc.

David W. Hein – Wis. Reg. No. S – 817

Dated this 21st day of January, 1999

STATE OF WISCONSIN }ss
COUNTY OF WAUKESHA }

The above certificate subscribed and sworn to me this 21st day of January, 1999

MARY K. COONEY – NOTARY PUBLIC
My commission expires August 28, 2001.

NOTARY PUBLIC STATE OF WISCONSIN MARY K. COONEY

WISCONSIN DAVID W. HEIN S-817 REGISTERED LAND SURVEYOR

CERTIFICATE OF SURVEYOR:

I, David W. Hein, a registered land surveyor, authorized to practice that profession in the State of Wisconsin, do hereby certify that there is shown in the foregoing condominium Plat of Survey for the WOODS EDGE CONDOMINIUMS, a correct representation of the condominium described in the Declaration. The identification and location of each unit and the common elements either as constructed or proposed can be determined from the Plat of Survey and the other documents and drawings attached.

INSTRUMENT DRAFTED BY Kenneth L. Thomas

File No. WAUKESHA 782—P9

EIGHTH ADDENDUM TO CONDOMINIUM PLAT OF SURVEY
WOODS EDGE CONDOMINIUMS

CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN

ADDRESS:
BUILDING NO 2157, A.B.C. & D. EAST BROADWAY
BUILDING 21 2159, A.B.C. & D. EAST BROADWAY
CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN

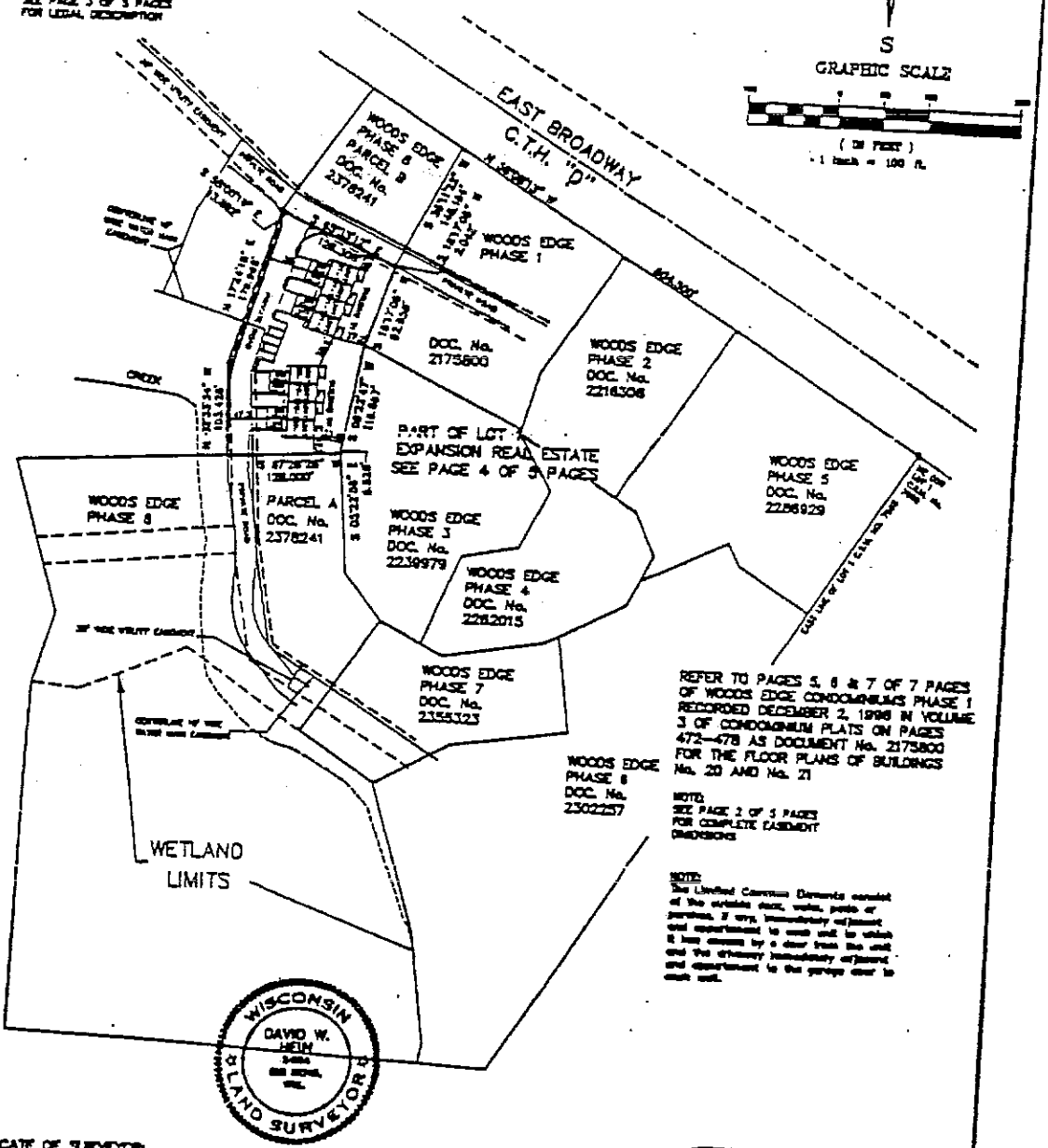
PHASE 9

NOTE: SEE PAGE 3 OF 5 PAGES FOR LEGAL DESCRIPTION

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GRAPHIC SCALE

(IN FEET)
1 inch = 100 ft.



REFER TO PAGES 5, 6 & 7 OF 7 PAGES OF WOODS EDGE CONDOMINIUMS PHASE 1 RECORDED DECEMBER 2, 1998 IN VOLUME 3 OF CONDOMINIUM PLATS ON PAGES 472-478 AS DOCUMENT No. 2175800 FOR THE FLOOR PLANS OF BUILDINGS No. 20 AND No. 21

NOTE: SEE PAGE 2 OF 5 PAGES FOR COMPLETE EASEMENT DIMENSIONS

NOTE: The Limited Common Elements consist of the outside door, patio or porches, if any, immediately adjacent and appurtenant to each unit to which it has access by a door from the unit and the driveway immediately adjacent and appurtenant to the garage door to each unit.

WISCONSIN DAVID W. HEIN S-934 LAND SURVEYOR

CERTIFICATE OF SURVEYOR:

I, David W. Hein, a registered land surveyor, authorized to practice that profession in the State of Wisconsin, do hereby certify that there is shown in the foregoing condominium Plat of Survey for the WOODS EDGE CONDOMINIUMS, 2157, A,B,C,D, 2159, A,B,C,D, East Broadway, a correct representation of the condominium described in the Declaration. The identification and location of each unit and the common elements either as constructed or proposed can be determined from the Plat of Survey and the other documents and drawings attached.

David W. Hein

David W. Hein - Wis. Reg. No. S - 934

Dated this 21st day of January, 1999

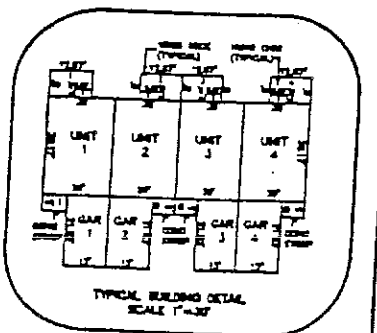
NOTARY PUBLIC MARY K. COONEY STATE OF WISCONSIN

STATE OF WISCONSIN }ss
COUNTY OF WAUKESHA }

The above certificate subscribed and sworn to me this 21st day of January 1999

Mary K. Cooney

MARY K. COONEY - NOTARY PUBLIC
My commission expires August 28, 2001.



TYPICAL BUILDING DETAIL
SCALE 1"=30'

DRAWN BY Kenneth L. Thomas

File No. WAUKESHA 7652-P9

EIGHTH ADDENDUM TO CONDOMINIUM PLAT OF SURVEY
WOODS EDGE CONDOMINIUMS
CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN

EXPANSION REAL ESTATE

LEGAL DESCRIPTION: (EXPANSION REAL ESTATE)
Lot One of CERTIFIED SURVEY MAP NO. 7992, part of the Northwest One-quarter (1/4), Northeast One-quarter (1/4), and Southeast One-quarter (1/4) of the Northeast One-quarter (1/4) of Section Twelve (12), in Township Six (6) North, Range Nineteen (19) East, in the City of Waukesha, County of Waukesha, State of Wisconsin, recorded in the office of the Register of Deeds, for Waukesha County on April 12, 1996 in Volume 69 of Records at pages 148 to 152 inclusive, as Document NO. 2115665.

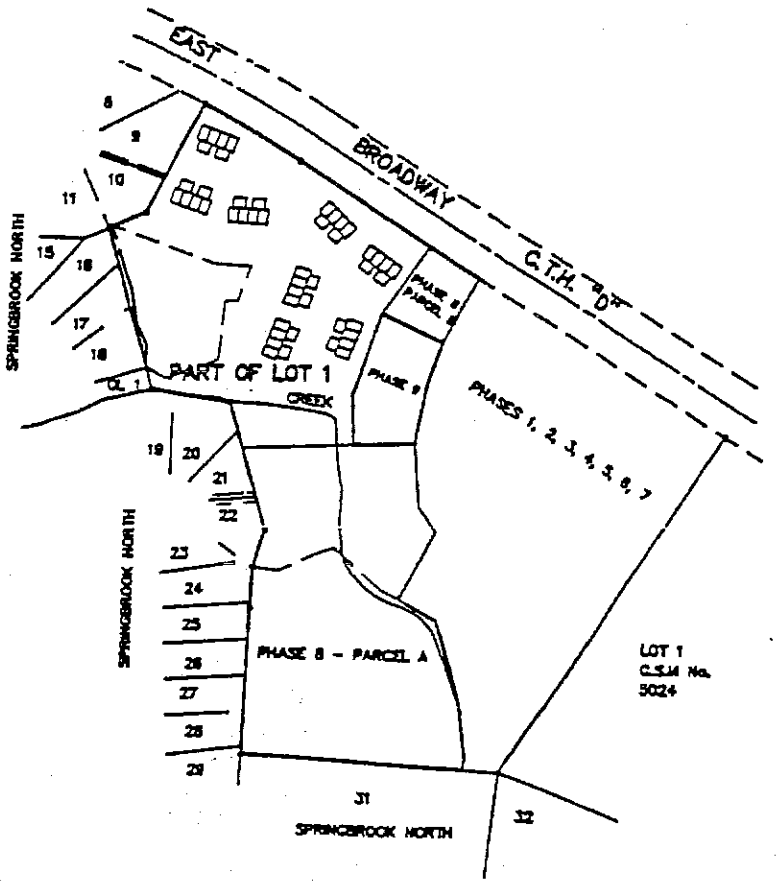
EXCEPTING THEREFROM: THE LEGAL DESCRIPTION FOR PHASE 1
EXCEPTING THEREFROM: THE LEGAL DESCRIPTION FOR PHASE 2
EXCEPTING THEREFROM: THE LEGAL DESCRIPTION FOR PHASE 3
EXCEPTING THEREFROM: THE LEGAL DESCRIPTION FOR PHASE 4
EXCEPTING THEREFROM: THE LEGAL DESCRIPTION FOR PHASE 5
EXCEPTING THEREFROM: THE LEGAL DESCRIPTION FOR PHASE 6
EXCEPTING THEREFROM: THE LEGAL DESCRIPTION FOR PHASE 7
EXCEPTING THEREFROM: THE LEGAL DESCRIPTION FOR PHASE 8
EXCEPTING THEREFROM: THE LEGAL DESCRIPTION FOR PHASE 9

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W E
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SCALE 1" = 200'

GRAPHIC SCALE

(IN FEET)
1 inch = 200 ft.



CERTIFICATE OF SURVEYOR:

I, David W. Hein, a registered land surveyor, authorized to practice that profession in the State of Wisconsin, do hereby certify that there is shown in the foregoing condominium Plat of Survey for the WOODS EDGE CONDOMINIUMS, a correct representation of the condominium described in the Declaration. The identification and location of each unit and the common elements either as constructed or proposed can be determined from the Plat of Survey and the other documents and drawings attached.

David W. Hein

David W. Hein - Wis. Reg. No. S - 834

Dated this 21st day of January, 1999

WISCONSIN DAVID W. HEIN S-834 LAND SURVEYOR

STATE OF WISCONSIN }
COUNTY OF WAUKESHA } ss

The above certificate subscribed and sworn to me this 21st day of January 1999

NOTARY PUBLIC MARY K. COONEY STATE OF WISCONSIN

Mary K. Cooney

MARY K. COONEY - NOTARY PUBLIC
My commission expires August 28, 2001.

DRAWING DRAFTED BY Kenneth L. Thomas

File No. WAUKESHA 782-P9

PAGE 5 OF 5 PAGES

Document Number

NINTH AMENDMENT TO DECLARATION OF CONDOMINIUM OF WOODS EDGE CONDOMINIUMS

2476203

REGISTER'S OFFICE
WAUKESHA COUNTY, WI
RECORDED ON

06-24-1999 8:23 AM

MICHAEL J. HASSLINGER
REGISTER OF DEEDS

REC. FEE: 18.00
REC. FEE-CO: 4.00
REC. FEE-ST: 2.00
TRAN. FEE:
TRAN. FEE-STATE:
PAGES: 8

This space reserved for recording data

NINTH AMENDMENT TO DECLARATION OF CONDOMINIUM

OF

WOODS EDGE CONDOMINIUMS

RETURN TO
Richard R. Kobriger
Cramer, Multhauf & Hammes, LLP
P.O. Box 558
Waukesha, WI 53187

Tax Parcel No.

THIS NINTH AMENDMENT to Declaration of Condominium of Woods Edge Condominiums is made by Bielinski Development, Inc., a Wisconsin corporation (hereinafter "Declarant"), pursuant to and in accordance with the provisions of the Condominium Ownership Act created by Chapter 703 of the Wisconsin Statutes and the Declaration of Condominium of Woods Edge Condominiums dated October 30, 1996, and recorded in the Office of the Register of Deeds for Waukesha County, Wisconsin on December 2, 1996, as Document No. 2475801 in Reel 2352, Image 0094, hereinafter referred to as the "Declaration."

WITNESSETH:

In Article XIII of the Declaration, Declarant reserves the right to expand the Condominium by subjecting to the Declaration parts or all of the real estate described in Exhibit E of the Declaration (the "Expansion Real Estate") and also by constructing thereon, either before or after such expansion, no more than an additional one hundred and four (104) Units.

Declarant now desires to subject to the Declaration a portion of the Expansion Real Estate (hereinafter "The Phase X Property) and to construct thereon four (4) buildings consisting of sixteen (16) units.

The Phase X property and the additional buildings and improvements thereon, together with the Condominium created under the Declaration, shall be referred to herein jointly as the "Condominium." As used herein, the term "Unit Owner" shall mean the owner of a Unit and any building previously declared or declared herein, unless otherwise limited.

NOW, THEREFORE, Declarant, the fee owner of the Phase X Property, pursuant to Article XIII of the Declaration, hereby amends the Declaration by submitting the Phase X Property described in Exhibit 9-A attached hereto and the additional buildings and improvements to the Condominium Ownership Act and the Declaration as though fully set forth therein at the time of recording the Declaration, subject to taxes and

CRAMER, MULTHAUF & HAMMES, LLP
A Wisconsin Limited Liability Partnership
1601 EAST RACINE AVENUE
P.O. BOX 558
WAUKESHA, WISCONSIN 53187-0558
TELEPHONE: (414) 542-4278
FACSIMILE: (414) 542-4270

FACSIMILE TRANSMISSION COVER SHEET

TO: Gloria Rongstad
FROM: Richard R. Kobriger
RE: Woods Edge
DATE: June 29, 1999
FAX NO.: 547-6331 (05)

Total Number of Pages Including this Cover Page: 2

INFORMATION CONTAINED IN THIS FACSIMILE MESSAGE IS INTENDED ONLY FOR THE PERSONAL AND CONFIDENTIAL USE OF THE DESIGNATED RECIPIENTS NAMED ABOVE.

THIS MESSAGE MAY BE AN ATTORNEY/CLIENT COMMUNICATION, AND AS SUCH IS PRIVILEGED AND CONFIDENTIAL. IF YOU ARE NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT IF YOU HAVE RECEIVED THIS DOCUMENT IN ERROR, THAT ANY REVIEW, DISSEMINATION, DISTRIBUTION OR COPYING OF THIS MESSAGE IS STRICTLY PROHIBITED.

IF THERE ARE ANY PROBLEMS WITH THIS TRANSMISSION OR YOU HAVE NOT RECEIVED ALL OF THE PAGES, PLEASE CALL (414) 542-4278 AND ASK FOR : Bernice.

ADDITIONAL MESSAGE:

Bernice

assessments not yet due and payable, municipal and zoning ordinances, recorded easements and restrictions, any other easements and/or rights in favor of gas, sanitary sewers, storm sewers, electric, telephone and water utilities, all other matters of record and the following restrictions and conditions:

1. Article I of the Declaration as amended by the Eighth Amendment to Declaration is hereby amended by striking the number "eighty-eight (88)" therefrom and replacing it with the number "one hundred four (104)."

2. Article V of the Declaration is hereby amended by striking Section 1 and replacing it with the following:

"1. Ownership. The ownership in each Residential Unit shall include a 1/104th undivided interest in the Common Elements."

3. Exhibit A of the Declaration is amended by adding the legal description for Phase X set forth on Exhibit 9-A attached hereto.

4. Exhibit B of the Declaration is amended to include Exhibits 9-B-1, 9-B-2, and 9-B-3 attached hereto.

5. Exhibit C of the Declaration is hereby amended by adding to it the following: All addresses are Waukesha, Wisconsin 53186:

Unit No.	Unit Address
23-1	2115A East Broadway
23-2	2115B East Broadway
23-3	2115C East Broadway
23-4	2115D East Broadway
25-1	2111A East Broadway
25-2	2111B East Broadway
25-3	2111C East Broadway
25-4	2111D East Broadway
26-1	2109A East Broadway
26-2	2109B East Broadway
26-3	2109C East Broadway
26-4	2109D East Broadway
27-1	2107A East Broadway
27-2	2107B East Broadway
27-3	2107C East Broadway
27-4	2107D East Broadway

6. Exhibit E to the Declaration as amended by the Eighth Amendment to Declaration is amended by deleting Exhibit 8-E-1 and Exhibit 9-E-1 attached hereto is substituted therefor.

7. By constructing the new buildings and submitting the Phase X Property, Declarant does waive any of the rights to it reserved in Article XIII of the Declaration nor does it represent that such additions are the full extent of the exercise of its rights thereunder. However, DECLARANT SHALL BE UNDER NO OBLIGATION AND MAKES NO REPRESENTATION THAT IT WILL FURTHER EXPAND OR CONSTRUCT ANY PART OR ALL OF THE EXPANSION REAL ESTATE AS SUCH RIGHTS ARE RESERVED.

8. Except as otherwise stated herein, the provisions of the Declaration shall be deemed to extend to Units in all buildings as though all had been fully set forth therein at the time of recording the Declaration.

Executed at Waukesha, Wisconsin this 22nd day of June, 1999.

BIELINSKI DEVELOPMENT, INC.

By: _____
Frank Bielinski, President

By: _____
Harry Bielinski, Secretary

STATE OF WISCONSIN)
) SS.
COUNTY OF WAUKESHA)

Personally came before me this 22nd day of June, 1999, the above-named Frank Bielinski, President of Bielinski Development, Inc. and Harry Bielinski, Secretary of Bielinski Development, Inc., to me known to be the persons who executed the foregoing instrument and acknowledged the same.

_____
Notary Public, Waukesha Co., WI
My Commission 11-19-2000

THIS INSTRUMENT DRAFTED BY AND SHOULD BE RETURNED TO:

Attorney Richard R. Kobriger
Cramer, Multhauf & Hammes, LLP
1601 E. Racine Avenue, Suite 200
P.O. Box 558
Waukesha, WI 53187-0558

EXHIBIT 9-A

NINTH ADDENDUM TO CONDOMINIUM PLAT OF SURVEY
WOODS EDGE CONDOMINIUMS
CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN

PHASE 10

LEGAL DESCRIPTION: (Phase 10)
All that part of Lot One of Certified Survey Map No. 7992, part of the Northwest One-quarter (1/4), Northeast One-quarter (1/4), and Southeast One-quarter (1/4) of the Northeast One-quarter (1/4) of Section Twelve (12), in Township Six (6) North, Range nineteen (19) East, in the City of Waukesha, County of Waukesha, State of Wisconsin, recorded in the office of the Register of Deeds for Waukesha County on April 12, 1995 in Volume 59 of Records on pages 146 to 152 inclusive as Document No. 2115685 bounded and described as follows: Commencing at the northeast corner of said Lot 1; thence North 58°08'13" West along the north line of said Lot 1 and the southerly right-of-way line of East Broadway (C.T.H. D) 724.865 feet to the northwest corner of Parcel B, Phase 8, Woods Edge Condominiums as recorded in Volume 3 of Condominium Plats on pages 978-982 as Document No. 2378241 and the place of beginning of the lands hereinafter described; thence continuing North 58°08'13" West along the north line of said Lot 1 and said southerly right-of-way line 117.000 feet; thence South 40°42'35" West 152.735 feet; thence North 45°59'31" West 105.826 feet; thence South 19°01'05" West 376.083 feet; thence South 17°09'09" East 97.402 feet to the north line of Parcel A of Phase 8, Woods Edge Condominiums as recorded in Volume 3 of Condominium Plats on Pages 978-982 as Document No. 2378241; thence North 87°26'26" East 227.822 feet to the southwest corner of Phase 9, Woods Edge Condominiums as recorded in Document No. 2410881; thence northerly along the westerly line of said Phase 9 the following bearings and distances: North 02°33'34" West 103.428 feet; North 17°24'18" East 179.868 feet; to the southwest corner of the aforesaid Parcel B, Phase 8; thence North 33°07'11" East along the west line of said Parcel B Phase 8, 185.008 feet to the place of beginning. Containing 108,058 square feet (2.435 acres) of land.

CERTIFICATE OF SURVEYOR:

I, David W. Hein, a registered land surveyor, authorized to practice that profession in the State of Wisconsin, do hereby certify that there is shown in the foregoing condominium Plat of Survey for the WOODS EDGE CONDOMINIUMS, 2107, A,B,C,D, 2109, A,B,C,D, 2111, A,B,C,D, 2113, A,B,C,D, East Broadway, a correct representation of the condominium described in the Declaration. The identification and location of each unit and the common elements either as constructed or proposed can be determined from the Plat of Survey and the other documents and drawings attached.

David W. Hein

David W. Hein – Wis. Reg. No. S – 934

Dated this 21st day of June, 1999

NOTARY PUBLIC MARY K. COONEY STATE OF WISCONSIN

WISCONSIN DAVID W. HEIN S-934 BIG BEND, WIS. LAND SURVEYOR

STATE OF WISCONSIN }
COUNTY OF WAUKESHA } ss

The above certificate subscribed and sworn to me this 21st day of June 1999

Mary K. Cooney

MARY K. COONEY – NOTARY PUBLIC
My commission expires August 25, 2001.

INSTRUMENT DRAFTED BY Kenneth L. Thomas

File No. WAUKESHA 782-P10

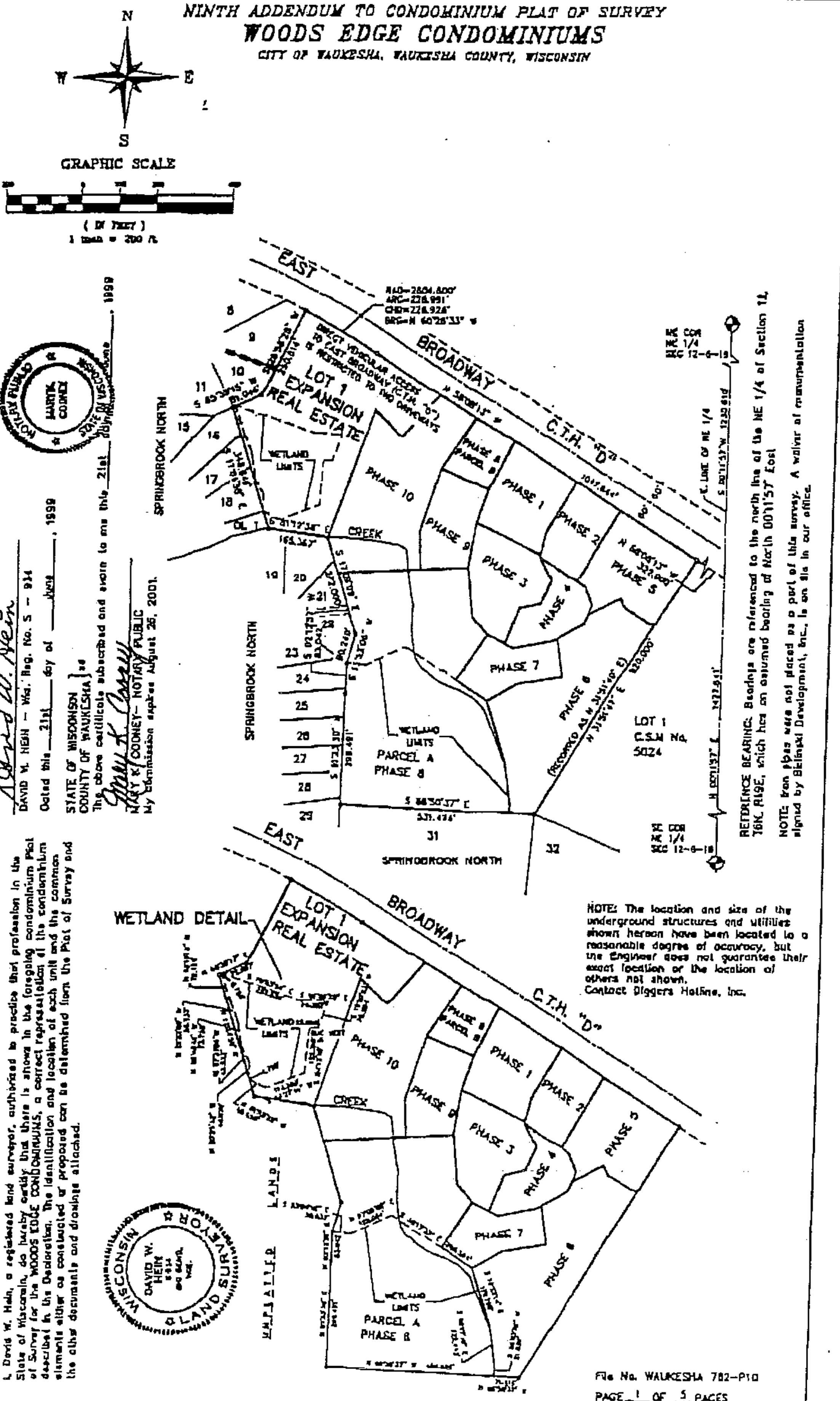
PAGE 3 OF 4 PAGES

EXHIBIT 9-B-1

NINTH ADDENDUM TO CONDOMINIUM PLAT OF SURVEY

WOODS EDGE CONDOMINIUMS

CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN



REFERENCE BEARING: Bearings are referenced to the north line of the NE 1/4 of Section 12, T6N, R19E, which has an assumed bearing of North 00°11'57" East

NOTE: Iron pipes were not placed as a part of this survey. A waiver of monumentation signed by Bielinski Development, Inc., is on file in our office.

NOTE: The location and size of the underground structures and utilities shown hereon have been located to a reasonable degree of accuracy, but the Engineer does not guarantee their exact location or the location of others not shown. Contact Diggers Hotline, Inc.

David W. Hein

DAVID W. HEIN – Wis. Reg. No. S – 934

Dated this 21st day of June, 1999

STATE OF WISCONSIN) ss
COUNTY OF WAUKESHA)

The above certificate subscribed and sworn to me this 21st day of June, 1999

Mary K. Cooney

MARY K. COONEY– NOTARY PUBLIC
My Commission expires August 26, 2001.

NOTARY PUBLIC – MARY K. COONEY – STATE OF WISCONSIN

CERTIFICATE OF SURVEYOR

I, David W. Hein, a registered land surveyor, authorized to practice their profession in the State of Wisconsin, do hereby certify that there is shown in the foregoing condominium Plat of Survey for the WOODS EDGE CONDOMINIUMS, a correct representation of the condominium described in the Declaration. The identification and location of each unit and the common elements either as constructed or proposed can be determined from the Plat of Survey and the other documents and drawings attached.

WISCONSIN – DAVID W. HEIN S-934 – LAND SURVEYOR

File No. WAUKESHA 782-P10

PAGE 1 OF 5 PAGES

INSTRUMENT DRAFTED BY Kenneth L. Thomas

EXHIBIT 9-B-2

NINTH ADDENDUM TO CONDOMINIUM PLAT OF SURVEY
WOODS EDGE CONDOMINIUMS
CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN

NOTE:
No buildings or fences shall be constructed in easements. No trees or bushes which would grow to more than 4 feet in height shall be planted within said easement shown on this plat without approval by the City of Waukesha Engineering Department.

NOTE:
UTILITY EASEMENT RECORDED IN VOLUME 304 OF DEEDS AT PAGE 199, AS DOCUMENT No. 242005 IS GENERAL IN NATURE AND CANNOT BE SHOWN.

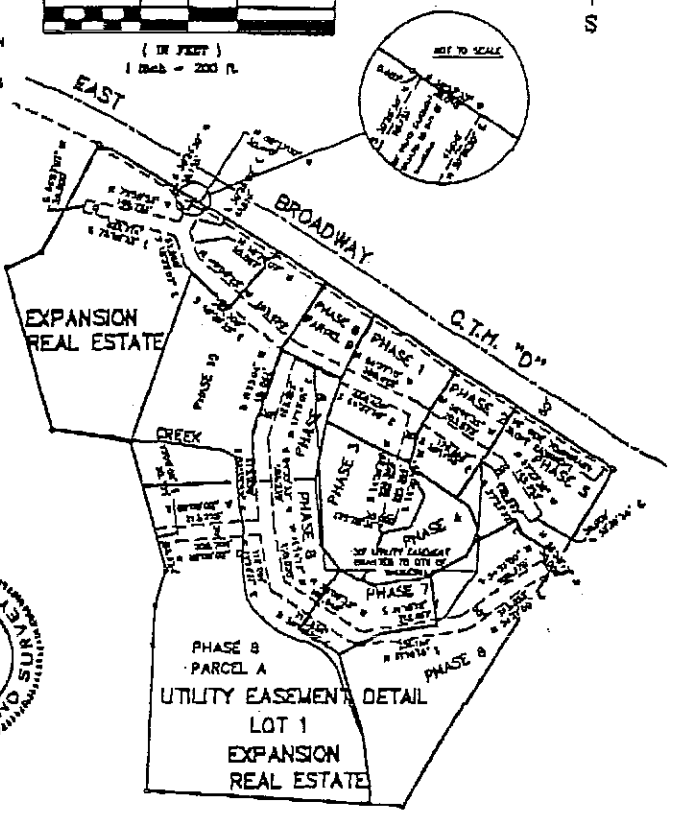
UTILITY EASEMENT RECORDED IN VOLUME 1056 OF DEEDS ON PAGE 199 AS DOCUMENT No. 647251 DOES NOT EFFECT THIS PROPERTY.

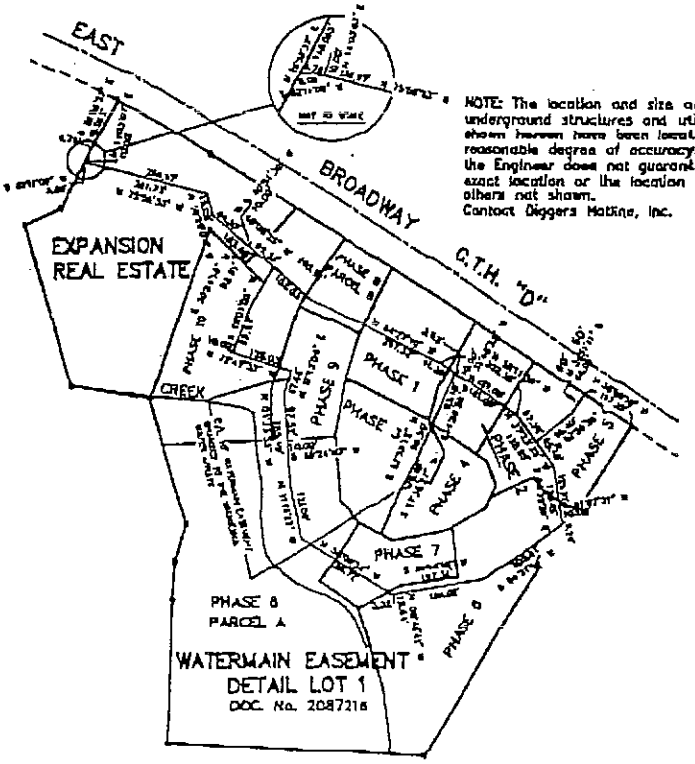
EASEMENT DETAILS:

GRAPHIC SCALE

(IN FEET)
1 inch = 200 ft.

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NOTE: The location and size of the underground structures and utilities shown hereon have been located to a reasonable degree of accuracy, but the Engineer does not guarantee their exact location or the location of others not shown.
Contact Diggers Hotline, Inc.

David W. Hein
David W. Hein – Wis. Reg. No. S – 917

Dated this 21st day of June, 1999

STATE OF WISCONSIN }ss
COUNTY OF WAUKESHA }

The above certificate subscribed and sworn to me this 21st day of June, 1999

Mary K. Rooney – NOTARY PUBLIC
My Commission expires August 26, 2001.

NOTARY PUBLIC MARY K. ROONEY STATE OF WISCONSIN

WISCONSIN DAVID W. HEIN S-917 REGISTERED LAND SURVEYOR

CERTIFICATE OF SURVEYOR:

I, David W. Hein, a registered land surveyor, authorized to practice that profession in the State of Wisconsin, do hereby certify that there is shown in the foregoing condominium Plat of Survey for the WOODS EDGE CONDOMINIUMS, a correct representation of the condominium described in the Declaration. The identification and location of each unit and the common elements either as constructed or proposed can be determined from the Plat of Survey and the plans documents and drawings attached.

File No. WAUKESHA 781-P10

PAGE 2 OF 3 PAGES

INSTRUMENT DRAFTED BY Kenneth L. Thomas

EXHIBIT 9-B-3

NINTH ADDENDUM TO CONDOMINIUM PLAT OF SURVEY
WOODS EDGE CONDOMINIUMS
CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN

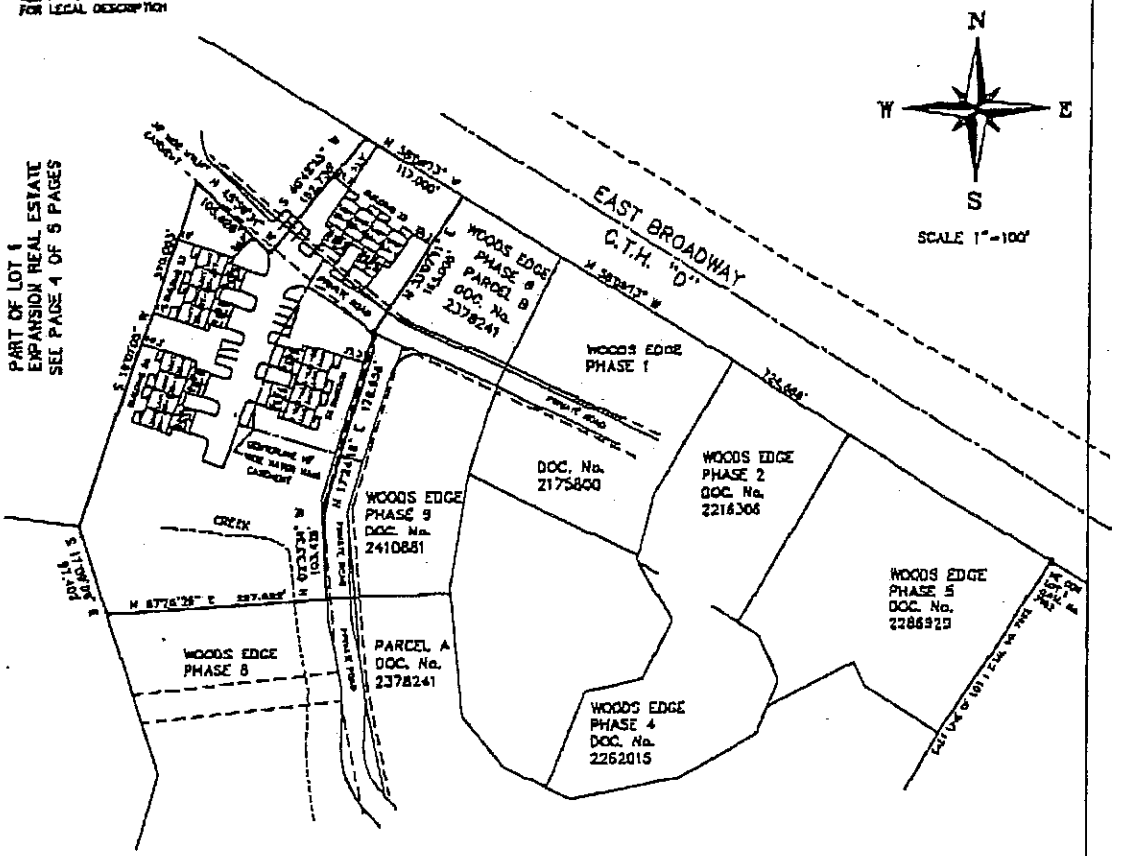
ADDRESS:
BUILDING 23 2115, A,B,C, & D, EAST BROADWAY
BUILDING 25 2111, A,B,C, & D, EAST BROADWAY
BUILDING 26 2109, A,B,C, & D, EAST BROADWAY
BUILDING 27 2107, A,B,C, & D, EAST BROADWAY
CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN

PHASE 10

GRAPHIC SCALE

(IN FEET)
1 inch = 100 ft.

NOTE:
SEE PAGE 3 OF 5 PAGES FOR LEGAL DESCRIPTION



REFER TO PAGES 5, 6 & 7 OF 7 PAGES OF WOODS EDGE CONDOMINIUMS PHASE 1 RECORDED DECEMBER 2, 1998 IN VOLUME 3 OF CONDOMINIUM PLATS ON PAGES 472-478 AS DOCUMENT No. 2175800 FOR THE FLOOR PLANS OF BUILDINGS No. 20 AND No. 21

NOTE:
SEE PAGE 3 OF 5 PAGES FOR COMPLETE EASEMENT DIMENSIONS

NOTE:
The Limited Common Elements consist of the exterior deck, walks, patio or porches if any, immediately adjacent and appurtenant to each unit to which it has access by a door from the unit and the driveway immediately adjacent and appurtenant to the garage door to each unit.

WISCONSIN
DAVID W. HEIN
S-934
DELAFIELD, WIS.
LAND SURVEYOR

CERTIFICATE OF SURVEYOR:

I, David W. Hein, a registered land surveyor, authorized to practice that profession in the State of Wisconsin, do hereby certify that there is shown in the foregoing condominium Plat of Survey for the WOODS EDGE CONDOMINIUMS, 2107, A,B,C,D, 2109, A,B,C,D, 2111, A,B,C,D, 2113, A,B,C,D, East Broadway, a correct representation of the condominium described in the Declaration. The identification and location of each unit and the common elements either as constructed or proposed can be determined from the Plat of Survey and the other documents and drawings attached.

David W. Hein
David W. Hein – Wis. Reg. No. S – 934

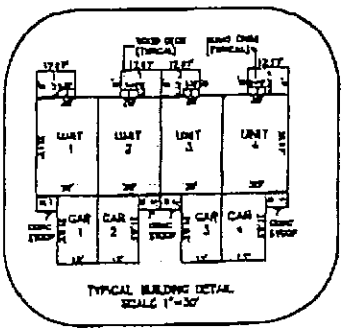
Dated this 21st day of June, 1999

NOTARY PUBLIC
MARY K. COONEY
STATE OF WISCONSIN

STATE OF WISCONSIN }
COUNTY OF WAUKESHA } ss

The above certificate subscribed and sworn to me this 21st day of June, 1999

Mary K. Cooney
MARY K. COONEY – NOTARY PUBLIC
My commission expires August 28, 2001.



TYPICAL BUILDING DETAIL
SCALE 1"=30'

File No. WAUKESHA 782-P10

PAGE 4 OF 5 PAGES

INSTRUMENT DRAFTED BY Kenneth L. Thomas

EXHIBIT 9-E-1

NINTH ADDENDUM TO CONDOMINIUM PLAT OF SURVEY
WOODS EDGE CONDOMINIUMS
CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN

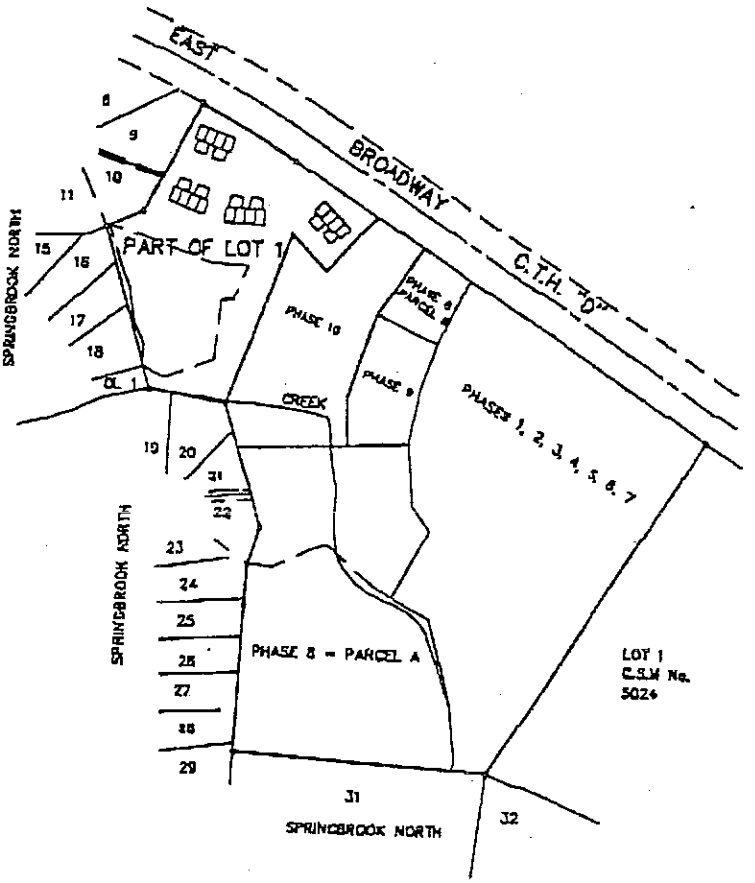
EXPANSION REAL ESTATE

LEGAL DESCRIPTION: (EXPANSION REAL ESTATE)
Lot One of CERTIFIED SURVEY MAP NO. 7982, part of the Northwest One-quarter (1/4), Northeast One-quarter (1/4), and Southeast One-quarter (1/4) of the Northeast One-quarter (1/4) of Section Twelve (12), in Township Six (6) North, Range Nineteen (19) East, in the City of Waukesha, County of Waukesha, State of Wisconsin, recorded in the office of the Register of Deeds, for Waukesha County on April 12, 1996 in Volume 69 of Records at pages 148 to 152 inclusive, as Document NO. 2115665.

EXCEPTING THEREFROM: THE LEGAL DESCRIPTION FOR PHASE 1
EXCEPTING THEREFROM: THE LEGAL DESCRIPTION FOR PHASE 2
EXCEPTING THEREFROM: THE LEGAL DESCRIPTION FOR PHASE 3
EXCEPTING THEREFROM: THE LEGAL DESCRIPTION FOR PHASE 4
EXCEPTING THEREFROM: THE LEGAL DESCRIPTION FOR PHASE 5
EXCEPTING THEREFROM: THE LEGAL DESCRIPTION FOR PHASE 6
EXCEPTING THEREFROM: THE LEGAL DESCRIPTION FOR PHASE 7
EXCEPTING THEREFROM: THE LEGAL DESCRIPTION FOR PHASE 8
EXCEPTING THEREFROM: THE LEGAL DESCRIPTION FOR PHASE 9
EXCEPTING THEREFROM: THE LEGAL DESCRIPTION FOR PHASE 10

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SCALE 1" = 200'

GRAPHIC SCALE
(IN FEET)
1 inch = 200 ft.



CERTIFICATE OF SURVEYOR:

I, David W. Hein, a registered land surveyor, authorized to practice that profession in the State of Wisconsin, do hereby certify that there is shown in the foregoing condominium Plat of Survey for the WOODS EDGE CONDOMINIUMS, a correct representation of the condominium described in the Declaration. The identification and location of each unit and the common elements either as constructed or proposed can be determined from the Plat of Survey and the other documents and drawings attached.

David W. Hein

David W. Hein – Wis. Reg. No. S – 934

Dated this 21st day of June, 1999

NOTARY PUBLIC MARY K. COONEY STATE OF WISCONSIN

WISCONSIN DAVID W. HEIN S-934 LAND SURVEYOR

STATE OF WISCONSIN }
COUNTY OF WAUKESHA } ss

This above certificate subscribed and sworn to me this 21st day of June 1999

Mary K. Cooney

MARY K. COONEY – NOTARY PUBLIC
My commission expires August 26, 2001.

INSTRUMENT DRAFTED BY Kenneth L. Thomas

File No. WAUKESHA 782-P10
PAGE 5 OF 5 PAGES

WC2532112-007

Document Number

TENTH AMENDMENT TO DECLARATION OF CONDOMINIUM OF WOODS EDGE CONDOMINIUMS

JAN 13 00 0 0 0 1 0 5

2532112

REGISTER'S OFFICE
WAUKESHA COUNTY, WI
RECORDED ON

01-13-2000 9:06 AM

MICHAEL J. HASSLINGER
REGISTER OF DEEDS

REC. FEE: 16.00
REC. FEE-CO: 4.00
REC. FEE-ST: 2.00
TRAN. FEE:
TRAN. FEE-STATE:
PAGES: 7

This space reserved for recording data

RETURN TO

Richard R. Kobriger
Cramer, Multhauf & Hammes, LLP
P.O. Box 558
Waukesha, WI 53187

Tax Parcel No.

TENTH AMENDMENT TO DECLARATION OF CONDOMINIUM

OF

WOODS EDGE CONDOMINIUMS

THIS TENTH AMENDMENT to Declaration of Condominium of Woods Edge Condominiums is made by Bielinski Development, Inc., a Wisconsin corporation (hereinafter "Declarant"), pursuant to and in accordance with the provisions of the Condominium Ownership Act created by Chapter 703 of the Wisconsin Statutes and the Declaration of Condominium of Woods Edge Condominiums dated October 30, 1996, and recorded in the Office of the Register of Deeds for Waukesha County, Wisconsin on December 2, 1996, as Document No. 2175801 in Reel 2352, Image 0094, hereinafter referred to as the "Declaration."

WITNESSETH:

In Article XIII of the Declaration, Declarant reserves the right to expand the Condominium by subjecting to the Declaration parts or all of the real estate described in Exhibit E of the Declaration (the "Expansion Real Estate") and also by constructing thereon, either before or after such expansion, no more than an additional one hundred and four (104) Units.

Declarant now desires to subject to the Declaration a portion of the Expansion Real Estate (hereinafter "The Phase XI Property) and to construct thereon four (4) buildings consisting of sixteen (16) units.

The Phase XI property and the additional buildings and improvements thereon, together with the Condominium created under the Declaration, shall be referred to herein jointly as the "Condominium." As used herein, the term "Unit Owner" shall mean the owner of a Unit and any building previously declared or declared herein, unless otherwise limited.

NOW, THEREFORE, Declarant, the fee owner of the Phase XI Property, pursuant to Article XIII of the Declaration, hereby amends the Declaration by submitting the Phase XI Property described in Exhibit 10-A attached hereto and the additional buildings and improvements to the Condominium Ownership Act and the Declaration as though fully set forth therein at the time of recording the Declaration, subject to taxes and

assessments not yet due and payable, municipal and zoning ordinances, recorded easements and restrictions, any other easements and/or rights in favor of gas, sanitary sewers, storm sewers, electric, telephone and water utilities, all other matters of record and the following restrictions and conditions:

1. Article I of the Declaration as amended by the Ninth Amendment to Declaration is hereby amended by striking the number "one hundred four (104)" therefrom and replacing it with the number "one hundred twenty (120)."

2. Article V of the Declaration is hereby amended by striking Section 1 and replacing it with the following:

"1. Ownership. The ownership in each Residential Unit shall include a 1/120th undivided interest in the Common Elements."

3. Exhibit A of the Declaration is amended by adding the legal description for Phase XI set forth on Exhibit 10-A attached hereto.

4. Exhibit B of the Declaration is amended to include Exhibits 10-B-1, 10-B-2, and 10-B-3 attached hereto.

5. Exhibit C of the Declaration is hereby amended by adding to it the following: All addresses are Waukesha, Wisconsin 53186:

Unit No.	Unit Address
24-1	2113A East Broadway
24-2	2113B East Broadway
24-3	2113C East Broadway
24-4	2113D East Broadway
28-1	2105A East Broadway
28-2	2105B East Broadway
28-3	2105C East Broadway
28-4	2105D East Broadway
29-1	2103A East Broadway
29-2	2103B East Broadway
29-3	2103C East Broadway
29-4	2103D East Broadway
30-1	2101A East Broadway
30-2	2101B East Broadway
30-3	2101C East Broadway
30-4	2101D East Broadway

6. Upon completion of the new Buildings and the improvements for the Phase XI property, the Declarant's right to expand as set forth in Article XIII of the Declaration shall be completed.

7. Except as otherwise stated herein, the provisions of the Declaration shall be deemed to extend to Units in all buildings as though all had been fully set forth therein at the time of recording the Declaration.

Executed at Waukesha, Wisconsin this 4th day of January, 2000.

BIELINSKI DEVELOPMENT, INC.

By: _____
Frank Bielinski, President

By: _____
Harry Bielinski, Secretary

STATE OF WISCONSIN)
) SS.
COUNTY OF WAUKESHA)

Personally came before me this 4th day of January, 2000, the above-named Frank Bielinski, President of Bielinski Development, Inc. and Harry Bielinski, Secretary of Bielinski Development, Inc., to me known to be the persons who executed the foregoing instrument and acknowledged the same.

_____
Gloria J. Rongstad
Notary Public, Waukesha Co., WI
My Commission expires 11-19-2000

THIS INSTRUMENT DRAFTED BY AND SHOULD BE RETURNED TO:

Attorney Richard R. Kobriger
Cramer, Multhauf & Hammes, LLP
1601 E. Racine Avenue, Suite 200
P.O. Box 558
Waukesha, WI 53187-0558

NOTARY PUBLIC GLORIA J. RONGSTAD STATE OF WISCONSIN

F:\USERS\RRK\Clients\Bielinski\Woods Edge\ve-tenth amendment wpd 12/30/99

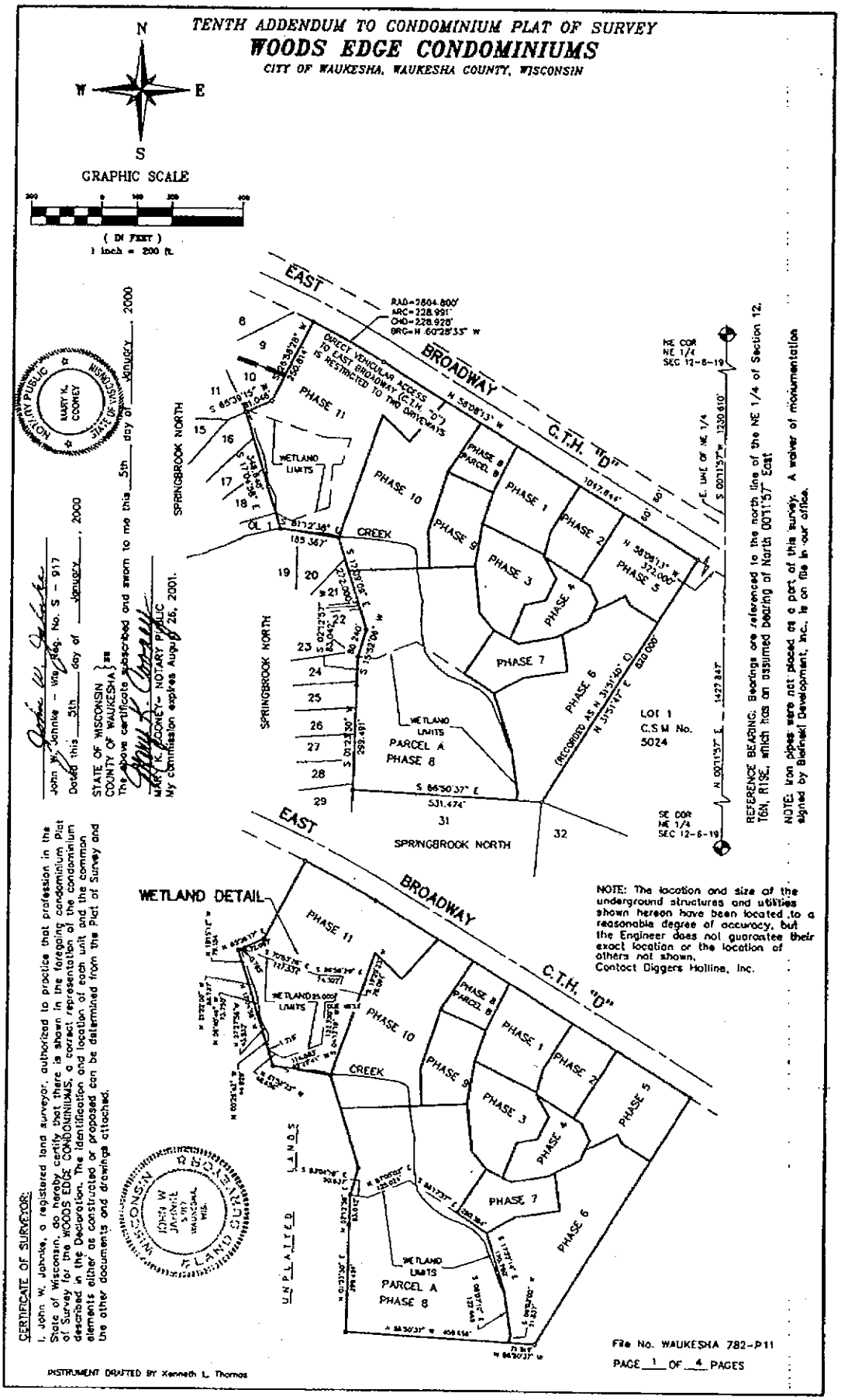
EXHIBIT 10-A

Lot One of CERTIFIED SURVEY MAP NO. 7992, part of the Northwest One-quarter (¼), Northeast One-quarter (¼), and Southeast One-quarter (¼) of the Northeast One-quarter (¼) of Section Twelve (12), in Township Six (6) North, Range Nineteen (19) East, in the City of Waukesha, County of Waukesha, State of Wisconsin, recorded in the office of the Register of Deeds for Waukesha County on April 12, 1996 in Volume 69 of Records at pages 146 to 152 inclusive, as Document No. 2115665.

EXCEPTING THEREFROM: THE LEGAL DESCRIPTION FOR PHASE 1
EXCEPTING THEREFROM: THE LEGAL DESCRIPTION FOR PHASE 2
EXCEPTING THEREFROM: THE LEGAL DESCRIPTION FOR PHASE 3
EXCEPTING THEREFROM: THE LEGAL DESCRIPTION FOR PHASE 4
EXCEPTING THEREFROM: THE LEGAL DESCRIPTION FOR PHASE 5
EXCEPTING THEREFROM: THE LEGAL DESCRIPTION FOR PHASE 6
EXCEPTING THEREFROM: THE LEGAL DESCRIPTION FOR PHASE 7
EXCEPTING THEREFROM: THE LEGAL DESCRIPTION FOR PHASE 8
EXCEPTING THEREFROM: THE LEGAL DESCRIPTION FOR PHASE 9
EXCEPTING THEREFROM: THE LEGAL DESCRIPTION FOR PHASE 10

JAN 13 00 0 0 0 1 0 9

EXHIBIT 10-B-1



JAN 13 00 0 0 0 1 1 0

EXHIBIT 10-B-2

TENTH ADDENDUM TO CONDOMINIUM PLAT OF SURVEY
WOODS EDGE CONDOMINIUMS
CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN

NOTE
No buildings or fences shall be constructed n easements No trees of bushes which would grow to more than 4 feet in height shall be planted within said easement shown on this plat without approval by the City of Waukesha Engineering Department

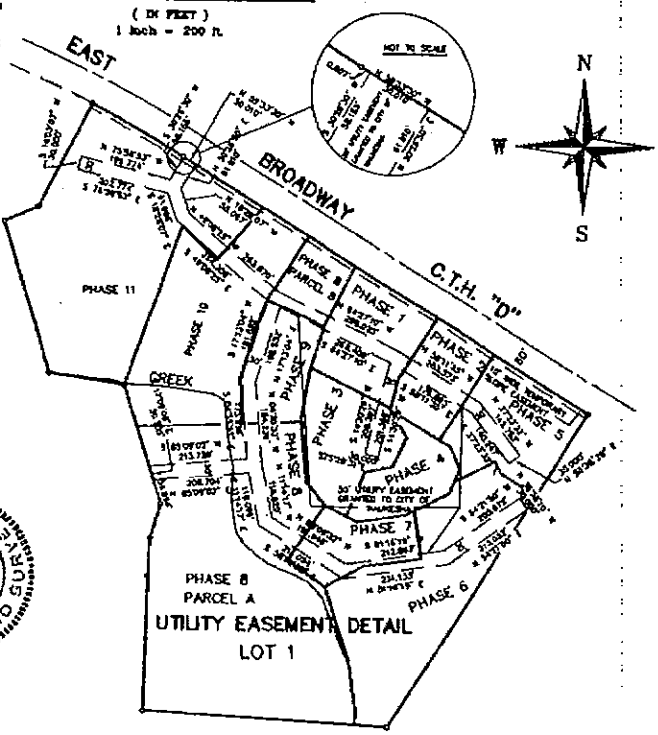
NOTE
UTILITY EASEMENT RECORDED IN VOLUME 306 OF DEEDS AT PAGE 499, AS DOCUMENT No. 242005 IS GENERAL IN NATURE AND CANNOT BE SHOWN

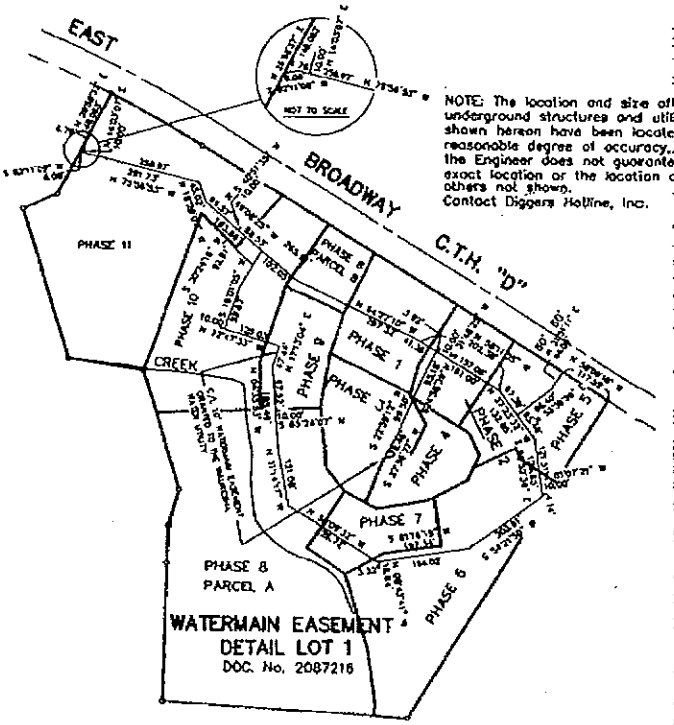
UTILITY EASEMENT RECORDED IN VOLUME 1056 OF DEEDS ON PAGE 499 AS DOCUMENT No. 657251 DOES NOT EFFECT THIS PROPERTY

EASEMENT DETAILS:

GRAPHIC SCALE

(IN FEET)
1 inch = 200 ft.





NOTE: The location and size of the underground structures and utilities shown hereon have been located to a reasonable degree of accuracy., but the Engineer does not guarantee their exact location or the location of others not shown.
Contact Diggers Hotline, Inc.

CERTIFICATE OF SURVEYOR:

I, John W. Johnke, a registered land surveyor, authorized to practice that profession in the State of Wisconsin, do hereby certify that there is shown in the foregoing condominium Plat of Survey for the WOODS EDGE CONDOMINIUMS, a correct representation of the condominium described in the Declaration. The identification and location of each unit and the common elements either as constructed or proposed can be determined from the Plat of Survey and the other documents and drawings attached.

John W. Johnke - Wis. Reg. No. S - 917

Dated this 5th day of January, 2000

STATE OF WISCONSIN }ss
COUNTY OF WAUKESHA }

The above certificate subscribed and sworn to me this 5th day of January, 2000

Mary K. Cooney - NOTARY PUBLIC
My commission expires August 26, 2001.

NOTARY PUBLIC STATE OF WISCONSIN MARY K. COONEY

WISCONSIN JOHN W. JOHNKE S-917 WAUKESHA, WIS. LAND SURVEYOR

INSTRUMENT DRAFTED BY Kenneth L. Thomas

File No. WAUKESHA 782—P11

PAGE 2 OF 4 PAGES

JAN 13 00 0 0 0 1 1 1

EXHIBIT 10-B-3

TENTH ADDENDUM TO CONDOMINIUM PLAT OF SURVEY
WOODS EDGE CONDOMINIUMS

ADDRESS:

BUILDING 24 2113, A,B,C, & D, EAST BROADWAY
BUILDING 28 2105, A,B,C, & D, EAST BROADWAY
BUILDING 29 2103, A,B,C, & D, EAST BROADWAY
BUILDING 30 2101, A,B,C, & D, EAST BROADWAY
CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN

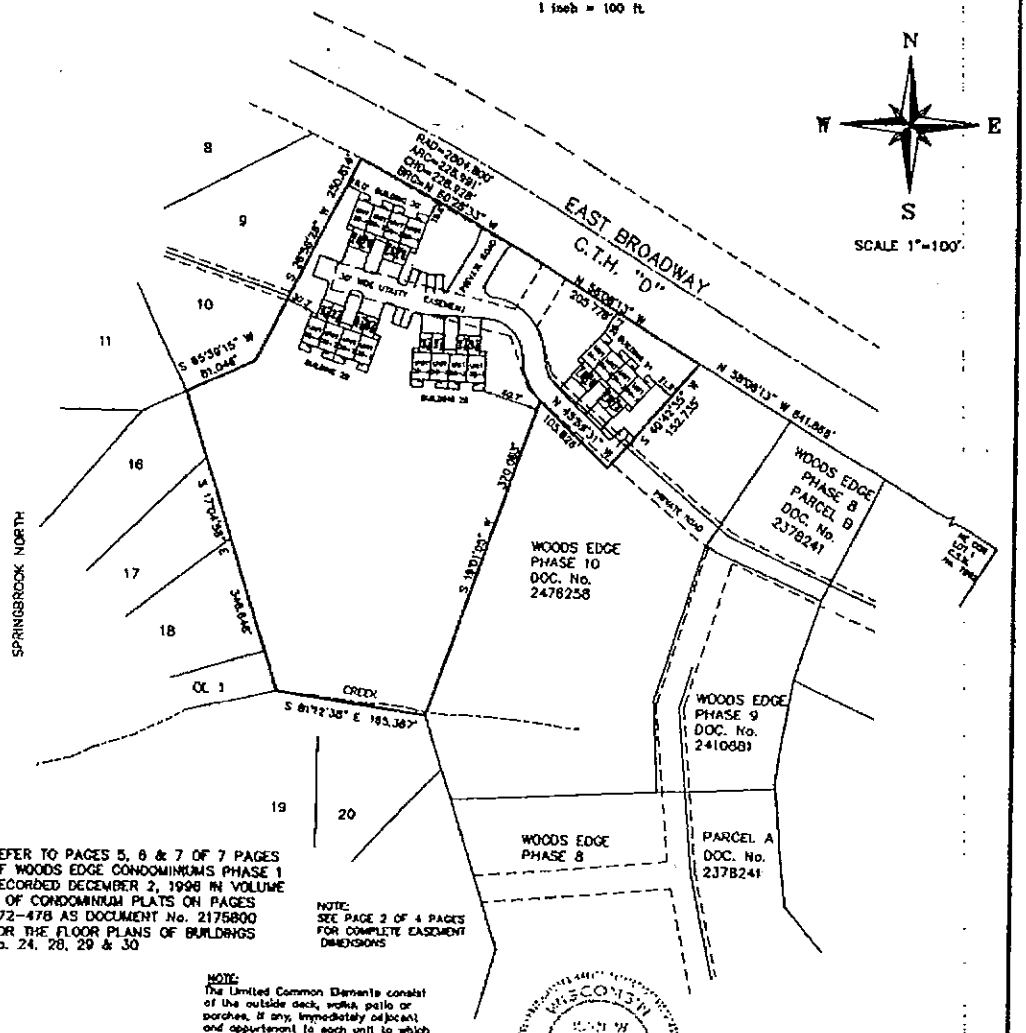
CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN

PHASE 11

NOTE:
SEE PAGE 3 OF 4 PAGES
FOR LEGAL DESCRIPTION

GRAPHIC SCALE

(IN FEET)
1 inch = 100 ft.

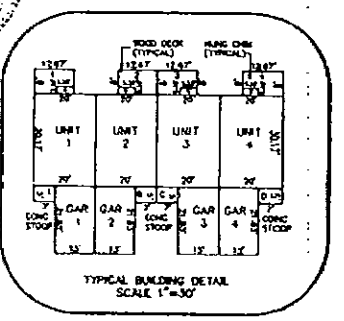


REFER TO PAGES 5, 6 & 7 OF 7 PAGES OF WOODS EDGE CONDOMINIUMS PHASE 1 RECORDED DECEMBER 2, 1998 IN VOLUME 3 OF CONDOMINIUM PLATS ON PAGES 472-478 AS DOCUMENT No. 2175800 FOR THE FLOOR PLANS OF BUILDINGS No. 24, 28, 29 & 30

NOTE:
SEE PAGE 2 OF 4 PAGES FOR COMPLETE EASEMENT DIMENSIONS

NOTE:
The Limited Common Elements consist of the outside deck, patio or porches, if any, immediately adjacent and appurtenant to each unit to which it has access by a door from the unit and the driveway immediately adjacent and appurtenant to the garage door to each unit

WISCONSIN JOHN W. JOHNKE S-1447 WAUKESHA, WIS. LAND SURVEYOR



CERTIFICATE OF SURVEYOR:

I, John W. Johnke, a registered land surveyor, authorized to practice that profession in the State of Wisconsin, do hereby certify that there is shown in the foregoing condominium Plat of Survey for the WOODS EDGE CONDOMINIUMS, 2101, A,B,C,D, 2103, A,B,C,D, 2105, A,B,C,D, 2113, A,B,C,D, East Broadway, a correct representation of the condominium described in the Declaration. The identification and location of each unit and the common elements either as constructed or proposed can be determined from the Plat of Survey and the other documents and drawings attached.

John W. Johnke

Dated this 5th day of January, 2000

NOTARY PUBLIC MARY K. COONEY STATE OF WISCONSIN

STATE OF WISCONSIN }
COUNTY OF WAUKESHA } ss

The above certificate subscribed and sworn to me this 5th day of January, 2000

MARY K. COONEY – NOTARY PUBLIC
My commission expires August 26, 2001.

INSTRUMENT DRAFTED BY Kenneth L. Thomas

File No. WAUKESHA 782-P11

PAGE 4 OF 4 PAGES

WOODS EDGE OWNER'S ASSOCIATION, INC.

DISCLOSURE MATERIALS

SECTION C

BY-LAWS

BY-LAWS
TABLE OF CONTENTS

		Page
ARTICLE I	NAME AND LOCATION	30
ARTICLE II	APPLICATION, MEMBERSHIP AND INITIAL ORGANIZATION	30
ARTICLE III	VOTING, MAJORITY OF OWNERS, QUORUM, PROXIES	31
ARTICLE IV	MEETINGS	32
ARTICLE V	BOARD OF DIRECTORS	33
ARTICLE VI	OFFICERS	36
ARTICLE VII	BUDGET, ASSESSMENTS AND DEPOSITORIES	37
ARTICLE VIII	OBLIGATIONS OF THE UNIT OWNERS	39
ARTICLE IX	AMENDMENTS	40
ARTICLE X	MORTGAGES, STATEMENT OF UNPAID ASSESSMENTS	41
ARTICLE XI	CONFLICTS	42
ARTICLE XII	FISCAL YEAR	42

BY-LAWS OF

WOODS EDGE OWNER'S ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

Section 1. Name. The name of the corporation shall be Woods Edge Owner's Association, Inc. (the "Association").

Section 2. Location. The principal office of the Association shall be at 1240 South Grand Avenue, Waukesha, Wisconsin 53186. The Association may have offices at such other places as the Board of Directors of the Association (the "Board") may from time to time determine.

ARTICLE II

APPLICATION, MEMBERSHIP AND INITIAL ORGANIZATION

Section 1. Application. These By-Laws, together with the Declaration of Condominium of Woods Edge Condominiums (the "Declaration"), all amendments to the foregoing, all rules and regulations passed by the Association and the Wisconsin Condominium Ownership Act, as the same may be amended, renumbered or renamed from time to time (the "Act"), shall apply to, govern and control the Condominium property and all present or future owners, tenants, employees and other persons using it. The mere acquisition, rental or occupancy of a dwelling unit (a "Unit") on the property will signify the acceptance and ratification of these By-Laws by all such persons.

Section 2. Members. The Members of the Association shall consist of the Unit owners who have record title in their names or who are the purchasers under a recorded land contract.

Section 3. Initial Organization. Notwithstanding any provision set forth in these By-Laws to the contrary, Bielinski Development, Inc. (the "Declarant"), shall designate the initial Board, consisting of three (3) persons. Such members of the Board, or successors to any of them as designated by Declarant, need not be Unit owners and shall continue to serve as follows:

(i) Prior to the conveyance of twenty-five percent (25%) of the undivided interest in the General Common Elements, as defined in the Declaration, by Declarant to purchasers, a special meeting of the Members shall be called, at which time

one (1) member of the initial Board, or their successors, as designated by Declarant shall tender their resignations and the Unit owners other than Declarant shall elect one (1) new member of the Board in accordance with the provisions of Article V of these By-Laws;

(ii) Notwithstanding paragraph (i) above, upon the expiration of ten (10) years from the date the first Unit is conveyed to any person other than Declarant or upon the passage of thirty (30) days from the conveyance of seventy-five percent (75%) undivided interest of the General Common Elements by Declarant to purchasers, whichever occurs earliest, a special meeting of the members shall be called not later than thirty (30) days thereafter, at which time all members of the initial Board of Directors, or their successors, as designated by Declarant, but not having previously tendered their resignations, shall resign and the members shall elect such number of new members of the Board of Directors as shall be necessary so that the Board of Directors shall consist of five (5) persons, including such new members as may have been elected pursuant to paragraph (i) above, in accordance with the provisions of Article V of these ByLaws.

For the purpose of determining the percentages in paragraphs (i) and (ii) above, the undivided interest in the General Common Elements shall be deemed to consist of one hundred-twenty (120) Unit interests until such time as Declarant's right to expand the Condominium, described in Article XIII of the Declaration, shall expire and Declarant shall be deemed to own all one hundred-twenty (120) Unit interests less those appurtenant to Units actually conveyed by Declarant.

ARTICLE III

VOTING, MAJORITY OF OWNERS, QUORUM, PROXIES

Section 1. Voting. Each Member shall have one (1) vote for each Unit owned. If a Unit is owned by more than one person, is under lease or is owned by an entity other than individuals, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by all of the record owners of the Unit or a duly authorized officer of the owner and filed with the Secretary of the Association. Such certificates shall be valid until revoked or superseded by a subsequent certificate or until a change in the ownership of the Unit concerned. A certificate designating the person entitled to cast the vote of a Unit may be revoked by the owner thereof at any time. There shall be no cumulative voting. If the owners of any Unit cannot agree on how to vote, each such Unit shall lose its vote for the particular item voted upon.

Section 2. Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy of Members holding more than fifty percent (50%) of the votes shall constitute a quorum.

Section 3. Proxies. Votes may be cast in person or by proxy. Proxies must be filed with the Secretary before the appointed time of each meeting. Unless granted to a Lessee or a mortgagee, a proxy shall be effective only for one hundred eighty (180) days.

ARTICLE IV

MEETINGS

Section 1. Roster of Members. The Association shall maintain a current roster of names and addresses of every Member upon whom notice of meetings of the Association shall be served. Every Member shall furnish the Association with his or her name and current mailing address; no Member may vote at meetings of the Association until the foregoing information is furnished.

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

Section 3. Annual Meetings. The annual meetings of the Association shall be held on the fourth Tuesday of September of each year (the "annual meeting"). At each annual meeting the Members shall elect one or more members of the Board in accordance with Article V hereof. The Members may also transact such other business of the Association as may properly come before them.

Section 4. Special Meetings. The President shall call a special meeting of the Members when directed by resolution of the Board or when a petition signed by a majority of the Members is presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of the holders of four-fifths (4/5) of the votes of Members present, either in person or by proxy.

Section 5. Notice of Meetings. The Secretary shall deliver or mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each Member of record, at the address shown on the roster, at least ten (10) days but not more than thirty (30) days prior to such meeting, unless waivers are duly executed by all Members. The delivery or mailing of a notice in the manner provided in this Section shall be considered notice served and such notice shall be effective upon the date of delivery or mailing.

Section 6. Adjourned Meetings. If any meeting of the Association cannot be organized because a quorum has not attended, the Members who are present, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

Section 7. Order of Business. The order of business at all meetings of the Members shall be as follows:

(a) Roll call.
(b) Proof of notice of meeting or waiver of notice.
(c) Reading of minutes of preceding meeting.
(d) Reports of officers.
(e) Reports of committees.
(f) Election of directors (when applicable).
(g) Unfinished business.
(h) New business.

Section 8. Parliamentary Procedure. Except where inconsistent with these By-Laws, meetings of the Association shall be conducted in accordance with the latest revised edition of *Roberts Rules of Order*.

ARTICLE V

BOARD OF DIRECTORS

Section 1. Number and Qualification. The affairs of the Association shall be governed by a Board of Directors, of whom not more than one person is a non-Unit owner, subject to the provisions of Article II, Section 3 hereof.

Section 2. Election and Term of Office. The term of office of the Directors shall be fixed as follows:

(i) The terms of the Director elected in accordance with paragraph (i) of Section 3 of Article II shall expire on the date of the annual meeting next succeeding the date of his election. Thereafter, the term of each Director elected or re-elected in succession of the Director shall be for two (2) years each and shall expire on the date of the annual meeting which is two (2) years next succeeding the date of such election or re-election.

(ii) (a) The term of one of the Directors elected in accordance with paragraph (ii) of Section 3 of Article II shall expire on the date of the annual meeting which next succeeds the annual meeting at which the term of the Director elected under paragraph (i) hereof shall

expire. Thereafter, the term of each Director elected or re-elected in succession of this Director shall be for one (1) year each and shall expire on the date of the annual meeting which next succeeds the date of such election or re-election.

(b) The terms of the other Directors elected in accordance with paragraph (ii) of Section 3 of Article II shall expire on the date of the annual meeting which next succeeds the annual meeting at which the terms of the Directors elected under paragraph (i) hereof shall expire. Thereafter, the term of each Director elected or re-elected in succession of these Directors shall be for two (2) years each and shall expire on the date of the annual meeting which is two (2) years next succeeding the date of such election or re-election.

(c) At the time of the initial election of the Directors under this paragraph (ii), each candidate for election as Director shall declare, before the votes are cast, the length of the term as Director for which he or she is a candidate.

Each Director shall hold office until his or her successor has been elected and has attended his or her first meeting of the Board. When more than one Director is to be elected at any meeting, each Member shall cast votes for candidates equal in number to the Directors to be elected; provided, however, that there shall be no cumulative voting. The candidates who are elected shall be those receiving the greatest number of votes, in decreasing order, until the number of Directors to be elected have been so elected.

Section 3. Powers and Duties. The Board shall have the powers and duties necessary to administer the Condominium property and, among other duties, carry out the following:

(1) make and enforce (including enforcement through the establishment of a system of fines) rules and regulations and amendments thereto from time to time respecting the operation, use and occupancy of the Condominium property;

(2) make and collect assessments from the Members in accordance with the provisions of the Declaration, and expend said assessments for insurance, taxes, utility services for and maintenance, repair and operation of the Common Elements of the Condominium or for such other purposes as shall fall within the responsibility of the Association and general powers of the Board;

(3) execute contracts on behalf of the Association, employ necessary personnel, and carry out all functions and purposes necessary for the

operation of the Condominium property, including acquiring and conveying property, contracting for off-site recreational services and suing on behalf of all Members;

(4) satisfy all liens against the Condominium property and pay necessary expenses connected therewith;

(5) employ a professional property manager, management company or managing agent on a salaried basis to perform such duties as the Board shall authorize including but not limited to, the duties listed in this Section; and

(6) perform such other functions as are required or permitted by law or the Declaration.

Section 4. Fees. No fee or other compensation shall be paid to any member of the Board at any time except by specific resolution of the Association.

Section 5. Vacancies. Subject to Article II, Section 3 hereof, vacancies in the Board caused by any reason other than the removal of a Director by a vote of the members shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum; and each person so elected shall be a Director until a successor is elected at the next annual meeting of the Association.

Section 6. Removal of Directors. At any regular or special meeting duly called, any one or more of the Directors elected by the Members may be removed with or without cause by Members holding more than fifty percent (50%) of the votes and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the Members shall be given an opportunity to be heard at the meeting.

Section 7. Organization Meeting. The first meeting of a Board, after one or more Directors have been newly elected, shall be held within ten (10) days of such election at such place as shall be fixed by the Directors at the meeting at which such Directors were newly elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting; providing a majority of the whole Board shall be present.

Section 8. Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be designated from time to time, by a majority of the Directors, but at least one such meeting shall be held during each fiscal year. Notice of regular meetings of the Board shall be given to each Director, personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting.

Section 9. Special Meetings. Special meetings of the Board may be called by the President on three (3) days notice to each Director, given personally or by mail, telephone or telegraph, which notice shall state time, place and purpose of the meeting. Special meetings of the Board shall be called by the President or Secretary in like manner and on like notice on the written request of at least three (3) Directors.

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

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

Section 12. Fidelity Bonds. The Board shall require that all officers and employees of the Association and officers and employees of any professional manager handling or responsible for Association funds shall furnish adequate fidelity bonds. Such fidelity bonds shall name the Association as an obligee and be written in an amount equal to one hundred fifty percent (150%) of the estimated annual operating expenses of the Condominium, including reserves. The bonds shall contain waivers by the issuers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees", or similar terms and expressions. The bonds shall further provide that they may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least ten (10) days prior written notice to the Association and to Unit mortgagees of which the Association has knowledge. The premiums on such bonds shall be paid by the Association.

ARTICLE VI

OFFICERS

Section 1. Designation and Election. The principal officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, all of whom shall be elected annually by the Board. The Directors may elect an Assistant Treasurer, an Assistant Secretary or such other officers as in their judgment may be necessary.

Section 2. Removal of Officers. Upon an affirmative vote of a majority of the members of the Board, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board or at any special meeting of the Board called for such purpose.

Section 3. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board. He shall have all of the general powers and duties which are usually vested in the office of President of an Association, including, but not limited to, the power to appoint committees from among the Members from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association.

Section 4. Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board shall appoint some member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board.

Section 5. Secretary. The Secretary shall keep the minutes of all meetings of the Board and of the Association. He shall have charge of such books and papers as the Board may direct and he shall, in general, perform all the duties incident to the office of Secretary. The Secretary shall count the votes cast at any annual or special meeting of the Association or the Board.

Section 6. Treasurer. The Treasurer shall have responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association, in such depositories as may from time to time be designated by the Board.

Section 7. Compensation. No officer shall receive compensation for services rendered to the Association unless the same be established by a resolution of the Members.

ARTICLE VII

BUDGET, ASSESSMENTS AND DEPOSITORIES

Section 1. Budget. The Board shall at least annually adopt a budget for the operation of the Association. Such budget will contain estimates of the cost of operating the Association and shall include all common expense items, including, but not limited to, taxes; the maintenance and repair of exterior walls, roofs, pipes, ducts, service and utility areas, recreation areas and facilities; the cost of insurance of all types; management, maintenance and security personnel; administration costs; and any other expense item inuring to the benefit of all Members. The Board shall determine what sums, if any, will

be required for improvements, capital expenditures, reserves or replacement funds, or other operations not included in the above which shall be included in the budget.

Section 2. Assessment. The estimate of the charges to be paid during each year by each Member for the share of the common expenses of the Condominium, in accordance with the provisions of the Declaration, shall be assessed against each Unit and paid at such time as provided in resolutions by the Board. The first assessment payment shall be made, on a prorated basis where proper, upon receipt by the Member of his deed to his Unit. If such assessment proves inadequate, the Board at any time may levy a further assessment to be payable in such reasonable manner as the Board directs. Assessments and installments on such assessments shall be paid on or before the date when such assessments and installments are due. Any assessment or installment not paid when due shall be delinquent, and the Unit owner may be charged interest on the unpaid assessment. The interest charged shall be calculated from the date when the assessment or installment was first due until the date it is paid. The Board of Directors shall establish a uniform policy with regard to the number of days that must run following the due date for interest to be charged and shall establish the rate of interest to be charged on such unpaid assessments or installments. Such rate of interest shall not exceed for natural persons eighteen percent (18%) per annum or, for entities, five percent (5%) per annum in excess of the announced prime rate of a local lending institution. All payments upon account shall be first applied to the interest, if any, and then to the assessment payment first due. If a Member fails to pay the assessment within the time herein specified, such failure shall constitute a default hereunder and the Board shall take such appropriate measures as may be allowable by law, including, but not limited to, the filing of a statement of condominium lien in accordance with the Act, which statement shall be signed and verified by the Secretary or any other officer authorized by the Board. No Member shall be entitled to cast a vote for a Unit at any meeting of the Association if the Association has recorded a statement of Condominium lien on the Member's Unit and the amount necessary to release the lien has not been paid at the time of the meeting.

Section 3. Depositories. The funds of the Association shall be deposited in a bank or banks or other depositories designated by the Board and shall be withdrawn therefrom only upon check or order signed by the professional property manager, management company or managing agent provided such manager company or agent is bonded or by such officers who shall from time to time be designated by the Board for that purpose. The Board may require that all payment of assessments imposed by the Board against Members be paid by such Members directly to a designated depository. For checks signed by officers, the Board may direct that checks of less than Five Hundred Dollars ($500.00) for payment of the obligations of the Association bear only one (1) signature of a designated officer but checks for a greater amount must bear a signature and counter-signature of designated officers. The Board may from time to time establish dollar limitations in excess of which the professional property manager, management company or managing agent shall not have authority to draw checks. The Board shall notify the designated depository promptly upon the establishment of such limitation.

ARTICLE VIII

OBLIGATIONS OF THE UNIT OWNERS

Section 1. Maintenance and Repair.

(a) Every Member must perform promptly all maintenance and repair work within his own Unit and within or on the Limited Common Elements appurtenant to his Unit, shall keep the patio and/or deck appurtenant to his Unit in a clean and neat condition and is expressly responsible for the damages and liabilities that his failure to do so may cause.

(b) Each Member shall immediately reimburse the Association for any expenditures incurred in repairing or replacing any part of the Common Elements in any manner damaged by him, any member of his family, any tenant, any employee or any other user or occupant of his Unit.

Section 2. Use of Common Areas and Facilities. No Member shall place or cause to be placed any objects of any kind in the Common Elements, except in the Limited Common Elements appurtenant to his Unit, unless otherwise prohibited.

Section 3. Right of Entry.

(a) Each Member grants a right of entry to his Unit to the professional property manager, management company or managing agent employed by the Board or to any other person authorized by the Board in case of any emergency, whether the Member is present at the time or not. Any damage or loss caused as a result of such entry shall be at the expense only of the Member if, in the judgment of those authorizing the entry, such entry was for emergency purposes.

(b) Each Member shall permit such professional property manager, management company or managing agent employed by the Board or any other person authorized by the Board, or their representatives, when so required, to enter his Unit for the purpose of performing non-emergency installations, alterations or repairs, provided that requests for entry are made in advance and that such entry is at a time convenient to the Member.

Section 4. Rules of Conduct.

(a) There shall be no advertisements or posters of any kind posted or displayed in or on the Condominium property, except as may be permitted by the Declaration.

(b) Residents shall exercise extreme care about making noises and in the use of musical instruments, radios, televisions and amplifiers that may disturb other persons. Domestic animals may be kept only as permitted by the Declaration.

(c) It is prohibited to hang garments, rugs, etc., from the windows or in any areas outside the Units.

(d) It is prohibited to throw garbage or trash outside the disposal receptacles.

(e) No Member shall install wiring for electrical or telephone installations, television antennae, machines or air conditioning units, etc., on the exterior of the Condominium property or that protrude through the walls or the roof of any building.

(f) The exterior face of all window coverings, whether fabric or otherwise, must be white, off-white or natural wood tones. This includes, but is not limited to, drapes, curtains, louvered blinds and window shades. Fabric window coverings must be treated with backing or lining of opaque quality in white, off-white or natural wood tones. Any departure from the above-approved colors requires prior written approval of the Board of Directors.

Section 5. Remedies. Failure to comply with any of these By-Laws or any other rules, regulations, covenants, conditions or restrictions imposed by the Act, the Declaration or the Board shall be grounds for action to recover sums due for damages or injunctive relief or both, maintainable by the Association or, in a proper case, by an aggrieved Member.

ARTICLE IX

AMENDMENTS

Section 1. By-Laws. These By-Laws may be amended by the Members in a duly constituted meeting for such purpose; but no amendment shall take effect unless approved by the owners of at least sixty-seven percent (67%) of the total Units. For the purpose of determining the percentage in the preceding sentence, the "total Units" shall be deemed to be a total of one hundred-twenty (120) Units until such time as the Declarant's right under Article XII of the Declaration shall expire and Declarant shall be deemed to own all one hundred-twenty (120) Units less those actually conveyed at the time of such determination. No amendment shall limit any of the rights granted to or reserved by Declarant herein.

ARTICLE X

MORTGAGES, STATEMENT OF UNPAID ASSESSMENTS

Section 1. Notice to Association. Any Member who permits or causes his Unit to be encumbered by a mortgage shall notify the Secretary of each such mortgage and the name and address of each such mortgagee. Such notice may also be served by any such mortgagee. The Secretary shall maintain a record of the names and addresses of all mortgagees of which the Secretary shall have received notice.

Section 2. Notice of Unpaid Assessments. Upon ten (10) days request by a mortgagee, a proposed mortgagee or purchaser who has a contractual right to purchase a Unit, the Association shall furnish to such mortgagee, proposed mortgagee or purchaser, a statement setting forth the amount of the then unpaid assessments pertaining to such Unit. If any such mortgagee, proposed mortgagee or purchaser of such Unit, in reliance upon such statement shall disburse mortgage loan proceeds or shall expend the purchase price, such mortgagee, proposed mortgagee or purchaser shall not be liable for, nor shall such Unit be subject to a lien which is not properly filed in accordance with law prior to the date of the statement, for any unpaid assessments in excess of the amount set forth in such statement. If the Association does not provide such a statement within ten (10) business days after such request, then the Association is barred from claiming against any such mortgagee, proposed mortgagee or purchaser under any lien which is not properly filed in accordance with law prior to the request for the statement.

Section 3. Notice of Mortgagee. Any mortgagee of a Unit shall be entitled to written notice from the Association of any sixty (60) day delinquency in the payment of assessment owed by the Unit owner or, if applicable, any then occupant of the Unit, or any breach in the provisions of any of the provisions set forth in these By-Laws, the Declaration, any amendments to the foregoing or all rules and regulations of the Association, which is not cured within sixty (60) days of such breach; provided the Association shall previously have been notified of the mortgagee in the manner set forth above. Mortgagee shall also receive notice of (i) any condemnation or casualty loss affecting a material portion of the Condominium or the Unit securing its mortgage, (ii) any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association and (iii) any proposed action which would require the consent of a specified number of eligible mortgage holders as set out in the Declaration. Any notice required or permitted to be given to any mortgagee pursuant to these By-Laws shall be deemed given if mailed or delivered to such mortgagee at the address shown in such record and shall be deemed effective as of the date of mailing or delivery.

ARTICLE XI

CONFLICTS

These By-Laws are set forth to comply with the requirements of the Act. If these By-Laws conflict with the provisions of the Act, or the Declaration will control.

ARTICLE XII

FISCAL YEAR

The fiscal year of the corporation shall begin on the first day of January and end on the 31st day of December of each year.

Adopted this 30th day of OCTOBER, 1996

Harry Bielinski, Director

Frank Bielinski, Director

Gloria J. Rongstad, Director

WOODS EDGE OWNER'S ASSOCIATION, INC.

DISCLOSURE MATERIALS

SECTION D

ARTICLES OF INCORPORATION

ARTICLES OF INCORPORATION

TABLE OF CONTENTS

		Page
ARTICLE I	NAME	44
ARTICLE II	PERIOD OF EXISTENCE	44
ARTICLE III	PURPOSES	44
ARTICLE IV	MEMBERS AND VOTING	45
ARTICLE V	PRINCIPAL OFFICE AND REGISTERED AGENT	45
ARTICLE VI	DIRECTORS	45
ARTICLE VII	INCORPORATOR	46
ARTICLE VIII	AMENDMENTS	46
ARTICLE IX	STOCK, DIVIDENDS AND DISSOLUTION	46

ARTICLES OF INCORPORATION

OF

WOODS EDGE OWNER'S ASSOCIATION, INC.

The undersigned, being a natural person over the age of eighteen (18) years and acting as incorporator for the purpose of forming a non-stock, non-profit corporation under the provisions of Chapter 181 of the Wisconsin Statutes (the "Law"), does hereby adopt these Articles of Incorporation.

ARTICLE I

NAME

The name of the corporation shall be Woods Edge Owner's Association, Inc.

ARTICLE II

PERIOD OF EXISTENCE

The corporation shall have perpetual existence.

ARTICLE III

PURPOSES

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

(a) To serve as an association of unit owners who own real estate and improvements under the condominium form of use and ownership as provided in Chapter 703 of the Wisconsin Statutes as the same may be amended, renumbered or renamed from time to time (the "Act"), and subject to the terms and conditions of the Declaration of Condominium (the "Declaration") of Woods Edge Condominiums, (the "Condominium") as recorded in the office of the Register of Deeds for Waukesha County, Wisconsin;

(b) To provide for the administration, maintenance, preservation and control of the Condominium in accordance with and in furtherance of the Declaration created under and pursuant to the Act; and

(c) To engage in any lawful activity within the purposes for which a non-stock, non-profit corporation may be organized under the law, subject to the Act and the Declaration.

ARTICLE IV

MEMBERS AND VOTING

The record owner of the fee title to any Unit and an undivided interest in the Common Elements, as defined in the Declaration, shall automatically be a member of this corporation upon becoming such owner and shall remain a member thereof until such time as his ownership ceases for any reason, at which time his membership in this corporation shall automatically cease. The respective rights and qualifications of each of the members of this corporation are set forth in the By-Laws of this corporation.

ARTICLE V

PRINCIPAL OFFICE AND REGISTERED AGENT

The location of the principal office of this corporation shall be 1240 South Grand Avenue, Waukesha, Wisconsin 53186 and the initial registered agent shall be Harry Bielinski at the above address.

ARTICLE VI

DIRECTORS

The number of directors of this corporation shall be fixed in the By-Laws but in no event shall be less than three (3). The manner in which the directors shall be elected, appointed or removed shall be provided in the Declaration and By-Laws of the corporation.

The number of directors constituting the initial Board of Directors shall be three (3), and the names and addresses of the initial directors are:

Harry Bielinski
1240 South Grand Avenue
Waukesha, Wisconsin 53186

Frank Bielinski
1240 South Grand Avenue
Waukesha, Wisconsin 53186

Gloria J. Rongstad
1240 South Grand Avenue
Waukesha, Wisconsin 53186

ARTICLE VII

INCORPORATOR

The name and address of the incorporator of this corporation is: Harry Bielinski, 1240 South Grand Avenue, Waukesha, Wisconsin 53186.

ARTICLE VIII

AMENDMENTS

Amendment of these Articles of Incorporation shall require the assent of seventy-five percent (75%) of the entire membership of this corporation.

ARTICLE IX

STOCK, DIVIDENDS AND DISSOLUTION

This corporation shall not have or issue shares of stock. No dividend shall ever be paid and no part of the assets or surplus of this corporation shall be distributed to its members, directors or officers. This corporation may pay compensation in reasonable amounts to employees, members, directors or officers for services rendered and may confer benefits upon its members in conformity with its purposes.

This corporation may be dissolved with the assent given in writing and signed by not less than seventy-five percent (75%) of the members. Upon dissolution of this corporation, other than incident to a merger or consolidation, all of its assets, after payment of its liabilities, shall be distributed to one or more non-profit corporations, societies, trusts or other organizations and/or dedicated to an appropriate public agency or agencies; provided, however, that any such non-profit corporation, society, trust, other organization or public agency has purposes deemed by a majority of the directors of this corporation to be similar to those of this corporation and that if none of the foregoing entities are deemed to exist, then all of the assets of this corporation, after payment of its liabilities, shall be distributed to a non-profit corporation, society, association, trust or other organization, or any one or more of the foregoing, devoted to the promotion of aesthetic, cultural or educational purposes.

Executed in triplicate on this 30th day of October, 1996.

Harry Bielinski

STATE OF WISCONSIN)
) SS.
COUNTY OF WAUKESHA)

Personally came before me this 30th day of October, 1996, the above named Harry Bielinski, to me known to be the person who executed the foregoing Articles of Incorporation, and acknowledged that he executed the same for the purposes therein contained.

NOTARY PUBLIC
GLORIA J. RONGSTAD
STATE OF WISCONSIN

Notary Public, Waukesha, Wisconsin
My Commission Expires: 11-24-96

This instrument was drafted by

Attorney Richard R. Kobriger, Jr.
Cramer, Multhauf & Hammes
Attorneys at Law
1601 East Racine Avenue
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Waukesha, WI 53187

2173898

Document Number

ARTICLES

Document Title

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ATTY RICHARD KOBRIGER
C/O CRAMER, MULTHAUF + HA.
P.O. BOX 558
WAUKESHA WI. 53187

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STATE OF WISCONSIN
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FINANCIAL INSTITUTIONS

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FINANCIAL INSTITUTIONS
STATE OF WISCONSIN

ARTICLES OF INCORPORATION

OF

WOODS EDGE OWNER'S ASSOCIATION, INC.

96 NOV 6 A 8 : 0

The undersigned, being a natural person over the age of eighteen (18) years and acting as incorporator for the purpose of forming a non-stock, non-profit corporation under the provisions of Chapter 181 of the Wisconsin Statutes (the "Law"), does hereby adopt these Articles of Incorporation.

ARTICLE I

NAME

The name of the corporation shall be Woods Edge Owner's Association, Inc.

ARTICLE II

PERIOD OF EXISTENCE

The corporation shall have perpetual existence.

ARTICLE III

PURPOSES

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

(a) To serve as an association of unit owners who own real estate and improvements under the condominium form of use and ownership as provided in Chapter 703 of the Wisconsin Statutes as the same may be amended, renumbered or renamed from time to time (the "Act"), and subject to the terms and conditions of the Declaration of Condominium (the "Declaration") of Woods Edge Condominiums, (the "Condominium") as recorded in the office of the Register of Deeds for Waukesha County, Wisconsin;

(b) To provide for the administration, maintenance, preservation and control of the Condominium in accordance with and in furtherance of the Declaration created under and pursuant to the Act; and

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(c) To engage in any lawful activity within the purposes for which a non-stock, non-profit corporation may be organized under the law, subject to the Act and the Declaration.

ARTICLE IV

MEMBERS AND VOTING

The record owner of the fee title to any Unit and an undivided interest in the Common Elements, as defined in the Declaration, shall automatically be a member of this corporation upon becoming such owner and shall remain a member thereof until such time as his ownership ceases for any reason, at which time his membership in this corporation shall automatically cease. The respective rights and qualifications of each of the members of this corporation are set forth in the By-Laws of this corporation.

ARTICLE V

PRINCIPAL OFFICE AND REGISTERED AGENT

The location of the principal office of this corporation shall be 1240 South Grand Avenue, Waukesha, Wisconsin 53186 and the initial registered agent shall be Harry Bielinski at the above address.

ARTICLE VI

DIRECTORS

The number of directors of this corporation shall be fixed in the By-Laws but in no event shall be less than three (3). The manner in which the directors shall be elected, appointed or removed shall be provided in the Declaration and By-Laws of the corporation.

The number of directors constituting the initial Board of Directors shall be three (3), and the names and addresses of the initial directors are:

Harry Bielinski
1240 South Grand Avenue
Waukesha, Wisconsin 53186

Frank Bielinski
1240 South Grand Avenue
Waukesha, Wisconsin 53186

Gloria J. Rongstad
1240 South Grand Avenue
Waukesha, Wisconsin 53186

ARTICLE VII

INCORPORATOR

The name and address of the incorporator of this corporation is: Harry Bielinski, 1240 South Grand Avenue, Waukesha, Wisconsin 53186.

ARTICLE VIII

AMENDMENTS

Amendment of these Articles of Incorporation shall require the assent of seventy-five percent (75%) of the entire membership of this corporation.

ARTICLE IX

STOCK, DIVIDENDS AND DISSOLUTION

This corporation shall not have or issue shares of stock. No dividend shall ever be paid and no part of the assets or surplus of this corporation shall be distributed to its members, directors or officers. This corporation may pay compensation in reasonable amounts to employees, members, directors or officers for services rendered and may confer benefits upon its members in conformity with its purposes.

This corporation may be dissolved with the assent given in writing and signed by not less than seventy-five percent (75%) of the members. Upon dissolution of this corporation, other than incident to a merger or consolidation, all of its assets, after payment of its liabilities, shall be distributed to one or more non-profit corporations, societies, trusts or other organizations and/or dedicated to an appropriate public agency or agencies; provided, however, that any such non-profit corporation, society, trust, other organization or public agency has purposes deemed by a majority of the directors of this corporation to be similar to those of this corporation and that if none of the foregoing entities are deemed to exist, then all of the assets of this corporation, after payment of its liabilities, shall be distributed to a non-profit corporation, society, association, trust or other organization, or any one or more of the foregoing, devoted to the promotion of aesthetic, cultural or educational purposes.

Executed in triplicate on this 30th day of October, 1996.

Harry Bielinski

STATE OF WISCONSIN)
) SS.
COUNTY OF WAUKESHA)

Personally came before me this 30th day of October, 1996, the above named Harry Bielinski, to me known to be the person who executed the foregoing Articles of Incorporation, and acknowledged that he executed the same for the purposes therein contained.

NOTARY PUBLIC
GLORIA J. RONGSTAD
STATE OF WISCONSIN

Gloria J. Rongstad

Notary Public, Waukesha, Wisconsin
My Commission Expires: 11-24-96

This instrument was drafted by

Attorney Richard R. Kobriger, Jr.
Cramer, Multhauf & Hammes
Attorneys at Law
1601 East Racine Avenue
P.O. Box 558
Waukesha, WI 53187

WOODS EDGE OWNER'S ASSOCIATION, INC.

DISCLOSURE MATERIALS

SECTION E

MANAGEMENT AGREEMENT

MAR 0 8 2013

Condominium and Homeowners' Association Management Agreement

ASSOCIATION : WOODS EDGE OWNER'S ASSOCIATION, INC.

AGENT: HUNT MANAGEMENT INCORPORATED

For Property located at 2101 – 2159 E. BROADWAY, WAUKESHA, WISCONSIN

Beginning MAY 1, 2013

Ending APRIL 30, 2014

This agreement (the "Agreement") is made and entered into this third day of MARCH, 2013 by and between the unit owners' association known as WOODS EDGE OWNER'S ASSOCIATION, INC. (the "Association"), which is established in accordance with the laws of the State of WISCONSIN for the property known as WOODS EDGE CONDOMINIUMS located at 2101 – 2159 E. BROADWAY, WAUKESHA, WISCONSIN (the "Property"), and HUNT MANAGEMENT INCORPORATED (the "Agent").

AUTHORITY OF THE AGREEMENT

The Board of Directors of the Association (the "Board"), on behalf of the Association, hereby appoints Agent to manage the Property, and Agent accepts appointment to manage the Property.

The parties further agree as follows:

Section 1 TERM OF AGREEMENT

The Board appoints Agent exclusively to manage the Property for a period of ONE (1) year, beginning MAY 1, 2013, and thereafter for periods of one year unless this Agreement is terminated as provided in this section or in sections 11 or 12. Either party may terminate this Agreement at the end of the initial term or at the end of any one-year renewal period provided that written notice is given to the other party on or before the sixtieth (60th) day prior to the expiration of the initial term or on or before the sixtieth (60th) day prior to the expiration of such one-year renewal period.

Section 2 SERVICES OF AGENT

Agent shall manage the Property to the extent, for the period, and upon the terms of this Agreement. Agent shall perform the following services in the name of and on behalf of the Association, and the Association hereby gives Agent the authority and powers required to perform these services.

2.1 COLLECTION OF ASSESSMENTS

Agent shall collect (and give receipts for, if necessary) all monthly and other assessments and other monies that are due the Association with respect to the Property and for all rental or other payments from concessionaires, if any. HOWEVER, Agent shall have no authority or responsibility to collect delinquent assessments or other charges except to send notices of delinquency.

2.2 RECORDS OF INCOME AND EXPENDITURES

Agent shall maintain records of all income and expenses relating to the Property, and shall submit to the Association on or before the FIFTEENTH (15^{TH}) day of the following month, a statement of receipts and disbursements for the preceding month, including a statement of the balance in the operating account for the Property.

2.3 PREPARATION OF ANNUAL BUDGET

SIXTY (60) days prior to the beginning of each fiscal year, which begins on JANUARY 1ST, Agent shall prepare and submit to the Board a recommended Annual Budget for the next year showing anticipated income and expenses for such year.

2.4 SUBMISSION OF ANNUAL REPORT

Within THIRTY (30) days after the end of each fiscal year, Agent shall submit to the Association a summary of all receipts and disbursements relating to the Property for the preceding year. HOWEVER, submission of such annual report shall not be construed to require Agent to supply an audit. Any audit required by the Association shall be prepared at the Association's expense by an auditor(s) of its selection.

2.5 MAINTENANCE OF COMMON ELEMENTS

Subject to the direction of the Board, at the expense of the Association and in accordance with the Association's approved budget, Agent shall cause the common elements of the Property to be maintained according to appropriate standards of maintenance consistent with the character of the Property, including BUILDING & GROUNDS MAINTENANCE & REPAIR, ETC.

2.6 EMPLOYMENT OF PERSONNEL

Agent shall hire, pay, negotiate collective bargaining agreements with (if necessary), supervise, and discharge whatever personnel may be required to maintain and operate the Property on behalf of the Association and in accordance with the budget, job standards, and wage rates previously approved by the Association. All such personnel shall be employees of the Association and not of Agent, and all salaries, taxes, and other expenses payable to or on account of such employees shall be operating expenses of the Property.

2.7 PAYMENT OF EMPLOYMENT TAXES

Agent shall, on behalf of the Association, execute and file all tax and other returns and do and perform all acts required of the Association as an employer under the Federal Insurance Contributions Act, the Federal Unemployment Tax Act, all applicable federal, state, and local income tax laws, and all other laws, regulations, and/or ordinances governing employment and payment of wages. Upon request, the Board shall promptly execute and deliver to Agent all necessary powers of attorney, notices of appointment, and the like. The Association shall supply all funds to pay any taxes.

2.8 UTILITIES AND SERVICES CONTRACTS

Subject to the direction of the Board and on behalf of the Association, Agent shall negotiate contracts for water, electricity, gas, telephone, and such other services as may be necessary or advisable for the common elements of the Property. Agent shall also purchase on behalf of the Association such equipment, tools, appliances, materials, and supplies as are necessary for the proper operation and maintenance of the Property. All such contracts and purchases shall be executed in the name of the Association by its Board of Directors and at its expense.

2.9 PAYMENT OF EXPENSES

From the funds of the Association, Agent shall pay all expenses of the Property, including taxes, building and elevator inspection fees, water rates and other governmental charges, and all other charges or obligations incurred by the Association or by Agent on behalf of the Association with respect to the maintenance or operation of the Property or pursuant to the terms of this Agreement or pursuant to other authority granted by the Board on behalf of the Association.

2.10 RECORDS OF INSURANCE

Agent shall maintain appropriate records of all insurance coverage for the Property carried by the Association as specified in paragraph 10.2. Agent shall cooperate with the Board in investigating and reporting all accidents or claims for damage relating to the ownership, operation, and maintenance of the common elements of the Property, including any damage or destruction to them.

2.11 OTHER SPECIFIC SERVICES OF AGENT

TO BE NEGOTIATED AS REQUIRED

Section 3 LIMITATION ON EXPENDITURES BY AGENT

In discharging its responsibilities under section 2 of this Agreement, Agent shall not make any unbudgeted expenditures or incur any nonrecurring contractual obligation exceeding $500.00, without the prior consent of the Association through the Board. HOWEVER, no such consent shall be required to repay any advances made by Agent under the terms of section 5. Notwithstanding these limitations, Agent may, on behalf of the Association and without prior consent of the Board, expend any amount or incur a contractual obligation in any amount required to deal with emergency conditions which may involve a danger to life or property or which may threaten the safety of the Property or the individual owners and occupants or which may threaten the suspension of any necessary service to the Property.

Section 4 AGENT NOT RESPONSIBLE FOR MAINTENANCE OF INDIVIDUAL UNITS

Agent shall have no authority or responsibility for maintenance or repairs to individual units in the Property. Such maintenance and repairs shall be the sole responsibility of the owners individually.

Section 5 DISPOSITION OF FUNDS

Agent shall, on behalf of the Association, deposit collections and pay expenses of the Property as stated below.

5.1 DEPOSIT OF COLLECTIONS

Agent shall deposit all monies collected on behalf of the Association in a bank or other financial institution whose deposits are insured by the federal government or such other depository as directed by the Association in writing. The funds of the Association shall at all times be maintained separate and apart from Agent's own funds and from the funds of any others. Agent's designees shall be the only parties authorized to draw upon such accounts (EXCEPTING THOSE ACCOUNTS DESIGNATED AS 'RESERVES' FOR WHICH DIRECTORS / OFFICERS SHALL BE SIGNATORIES). Agent shall not be held liable in the event of bankruptcy or failure of such depository. Such operating account shall not be required to bear interest.

5.2 PAYMENT OF EXPENSES

Agent shall pay all expenses of operation and management of the Property from the Association's funds held in account by Agent. Any amounts owed to Agent by the Association shall also be paid from such account at any time without prior notice to the Association.

5.3 AGENT NOT REQUIRED TO ADVANCE FUNDS

Agent shall have no obligation to advance funds to the Association for any purpose whatsoever. Any funds advanced to the Association by Agent shall be repaid to Agent immediately from the Association's funds. Any sums due Agent under any provision of this Agreement, and not paid within THIRTY (30) days after such sums have become due, shall bear interest at the rate of 12% per annum.

5.4 BONDING OF EMPLOYEES

All employees of Agent who handle or are responsible for the safekeeping of any monies of the Association shall be covered by a bond protecting the Association. Such bond shall be in an amount and with a company determined by Agent and may be a blanket or umbrella bond. The expense of such bonding shall be paid by AGENT.

Section 6 ATTENDANCE AT BOARD MEETINGS

Agent, or a designated employee or other representative of Agent, shall attend ONE regular meeting(s) of the Board each MONTH and the annual meeting of the Association. SUCH ATTENDANCE SHALL BE LIMITED TO ONE AND ONE-HALF HOUR BEYOND WHICH A MINIMUM $75.00 PER HOUR CHARGE SHALL ACCRUE Upon not less than SIX (6) DAYS notice, Agent or its designated representative shall attend ADDITIONAL meetings of the Board or of the Association as requested, provided that the Association shall pay Agent $75.00 per hour for that individual's attendance at each meeting. Agent or its representative shall be custodian of the official records of the Board and the Association. HOWEVER, neither Agent nor its representative shall be required to record the minutes of such meetings. (SEE SECTION 9.3)

Section 7 ONE BOARD MEMBER TO DEAL WITH AGENT

The Board shall designate one of its members who shall be authorized to deal with Agent on any matter relating to the management of the Property. Agent shall not accept directions or instructions with regard to the management of the Property from anyone else. In the absence of any other designation by the Board, the President of the Board shall be deemed to have this authority. Board appoints VICE PRESIDENT as alternate should the President be unavailable. Agent may, but is not required to, submit any matter, direction, instruction or the like to the Board and shall then follow the direction of the Board.

Section 8 LIMITATION OF AGENT'S AUTHORITY AND RESPONSIBILITY

Agent's authority to act and responsibility for the Property shall be subject to the limitations set forth below.

8.1 STRUCTURAL CHANGES

Agent shall have no authority to make any structural changes in the Property or to make any other major alterations or additions in or to any building or equipment therein, except such emergency repairs as may be required because of danger to life or property or which are immediately necessary for the preservation and safety of the Property or for the safety of the individual owners and occupants or which are required to avoid the suspension of any necessary service to the Property.

8.2 BUILDING COMPLIANCE

Agent shall not be responsible for the compliance of the Property or any of its equipment with the requirements of any building codes or with any statutes, ordinances, laws, rules, or regulations (including those relating to the existence and disposal of solid, liquid, and gaseous wastes, and toxic or hazardous substances) of

any city, county, state, or federal governments or agencies, or any public authority or official thereof having jurisdiction over it. HOWEVER, Agent shall notify the Association promptly or forward to the Association promptly any complaints, warnings, notices, or summonses received by Agent relating to such matters. The Association represents that to the best of its collective knowledge the Property complies with all such requirements, and the Association authorizes Agent to disclose the ownership of the Property to any such officials and agrees to indemnify, defend, and hold Agent, its representatives, servants, and employees, harmless of and from all loss, cost, expense, and liability whatsoever which may be imposed on them by reason of any present or future violation or alleged violation of such laws, ordinances, rules, or regulations.

8.3 AGENT ASSUMES NO LIABILITY

Agent assumes no liability whatsoever for any acts or omissions of the Board or the Association, or any previous boards or current or previous owners of the Property, or any previous management or other agent of either. Agent assumes no liability for any failure of or default by any individual unit owner in the payment of any assessment or other charges due the Association or in the performance of any obligations owed by any individual unit owner to the Association, pursuant to any lease or otherwise. Agent likewise assumes no liability for any failure of or default by concessionaires in any rental or other payments to the Association. Nor does Agent assume any liability for previously unknown violations of environmental or other regulations which may become known during the period this Agreement is in effect. Any such regulatory violations or hazards discovered by Agent shall be brought to the attention of the Association in writing, and the Association shall promptly cure them.

Section 9 AGENT'S COMPENSATION

Agent shall be compensated for specific services as stated below.

9.1 FOR MANAGEMENT SERVICES

The Association shall pay Agent a management fee of $ 1,450.00 per month. The management fee shall be paid monthly in advance. The management fee shall be adjusted annually upon approval by the Board of the Annual Budget, which adjustment shall be incorporated into this Agreement by reference. No further charge shall be made by Agent for Agent's services and other services of Agent's professional staff, except as otherwise expressly provided in this Agreement. Any clerical services performed for the Association, such as preparation and circulation of notices and newsletters and general correspondence of the Association, shall be at the Association's expense, including postage and other expenses.

9.2 FOR CONSTRUCTION, REMODELING, OR OTHER CONTRACTING SERVICES

TO BE NEGOTIATED AS REQUIRED

9.3 FOR OTHER SERVICES

ADDITIONAL MEETINGS, SITE INSPECTIONS, AND APPEARANCES AT DEPOSITIONS, HEARINGS, TRIALS OR SIMILAR PROCEEDINGS ON BEHALF OF OR IN CONJUNCTION WITH AGENTS SERVICE TO ASSOCIATION - MINIMUM CHARGE - $75.00 PER HOUR

Section 10 OBLIGATIONS OF THE ASSOCIATION

The Association shall insure the Property, Agent, and itself against liability and bear the expense of any and all litigation against the Property, Agent, and the Association as stated below. In addition, the Association shall provide for an initial deposit and contingency reserve and, through its Board, approve an Annual Budget for the Property.

10.1 SAVE AGENT HARMLESS FROM LIABILITY SUITS

The Association shall indemnify, defend, and save Agent harmless from all suits or other claims including, but not limited to, those alleging any negligence of Agent or its employees in connection with the Property or the management thereof and from liability for damage to property and injuries to or death of any employee or other person. The Association shall pay all expenses incurred by Agent including, but not limited to, all attorneys' fees, costs, and expenses incurred to represent Agent in regard to any claim, proceeding, or suit involving alleged negligence of Agent or its employees in connection with or arising out of the management of the Property.

10.2 ESTABLISH AND MAINTAIN LIABILITY INSURANCE

The Association shall carry at its own expense public liability, boiler, fire and extended coverage, elevator liability (if elevators are part of the equipment of the Property), and workers' compensation insurance, and such other insurance as may be necessary or appropriate. Such insurance policies shall name both the Association and Agent as ADDITIONAL INSURED, and their coverage shall be adequate to protect the interests of both parties and in form, substance, and amounts reasonably satisfactory to Agent. The Association shall provide Agent with certificates AND ADDITIONAL INSURED ENDORSEMENTS evidencing such insurance or with duplicate copies of such policies within TEN (10) days from the date of execution of this Agreement; or Agent may, but shall not be obligated to, place said insurance and charge the

cost thereof to the account of the Association. Said policies shall provide that notice of default or cancellation shall be sent to Agent as well as to the Association and shall require a minimum of THIRTY (30) days' written notice to Agent before any cancellation of or changes to said policies. FURTHER, IT IS AGREED THAT THE ASSOCIATION'S INSURANCE COVERAGE SHALL BE PRIMARY AND AGENTS INSURANCE COVERAGE SHALL BE NON-CONTRIBUTORY.

10.3 PAY ALL EXPENSES OF ANY LITIGATION

The Association shall pay all expenses incurred by Agent including, but not limited to, Agent's costs and time, any liability, fines, penalties or the like, settlement amounts, and attorneys' fees for counsel employed to represent Agent or the Association in any proceeding or suit involving any alleged or actual violation by Agent or the Association or the Board, or any combination of all of them, of any law or regulation of any governmental body pertaining to environmental protection, fair housing, or fair employment, including, but not limited to, any law prohibiting or making illegal discrimination on the basis of race, sex, creed, color, religion, national origin, family status, or mental or physical handicap. HOWEVER, the Association shall not be responsible to Agent for any such expenses in the event Agent is finally adjudged to have personally, and not in a representative capacity, violated any such law. Nothing contained in this Agreement shall obligate Agent to employ legal counsel to represent the Board or the Association in any such proceeding or suit.

10.4 SAVE AGENT HARMLESS FROM LABOR LAW VIOLATIONS

The Association shall indemnify, defend, and save Agent harmless from all claims, investigations, and suits, or from the Association's or the Board's actions or failures to act, with respect to any alleged or actual violation of state or federal labor laws. The Association's obligation with respect to such violation(s) shall include payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, litigation expense, and attorneys' fees.

10.5 PROVIDE FOR INITIAL DEPOSIT AND CONTINGENCY RESERVE

Immediately on commencement of this Agreement, the Association shall remit to Agent the sum of $5,000.00 to be deposited in the account(s) established for the Association pursuant to paragraph 5.1, such amount representing the estimated disbursements to be made in the first month, plus an additional sum of $5,000.00 as a contingency reserve. The Association agrees to maintain this contingency reserve amount at all times and shall agree in writing to a new contingency reserve when such is required. The contingency reserve thus established is to enable Agent to pay obligations of the Association as they become due and is an amount separate from the reserve funds which accrue from assessments of individual unit owners.

10.6 APPROVE ANNUAL BUDGET

Within thirty (30) days of receipt of the recommended Annual Budget prepared by Agent, the Board shall either approve the budget as submitted or provide Agent with written notice setting forth those items which are unacceptable to the Board or provide agent with written notice advising Agent what additional information is required. Failure to provide such notice to Agent within said thirty (30) day period shall be deemed as approval of the Annual Budget by the Board. Upon approval, Agent shall be authorized to operate and manage the Property in accordance with the Annual Budget.

Section 11 TERMINATION BY AGENT FOR CAUSE

Agent shall have the right to cancel this Agreement at any time in the event that any insurance required of the Association is not maintained without any lapse. Agent shall also have the right to cancel this Agreement at any time in the event it is alleged or charged that the Property or any equipment therein or any act or failure to act by the Board or the Association with respect to the Property or the sale, rental, or other disposition thereof or with respect to the hiring of employees to manage it fails to comply with or is in violation of any requirement of any constitutional provision, statute, ordinance, law, or regulation of any governmental body or any order or ruling of any public authority or official thereof having or claiming to have jurisdiction over it, and Agent in its sole and absolute discretion considers that the action or position of the Association or the Board with respect thereto may result in damage or liability to Agent, or disciplinary proceeding with respect to Agent's license. Agent shall provide written notice to the Association of its election to terminate this Agreement, in which case termination shall be effective upon the service of such notice.

Section 12 TERMINATION BY THE ASSOCIATION; CANCELLATION FEE

The Association OR AGENT may cancel this Agreement at any time on not less than SIXTY (60) days prior WRITTEN notice to Agent OR ASSOCIATION. THERE SHALL BE NO CANCELLATION FEE.

Section 13 ASSOCIATION RESPONSIBLE FOR PAYMENTS

Upon termination of or withdrawal from this Agreement by either party, the Association shall assume the obligations of any contract or outstanding bill executed by Agent under this Agreement for and on behalf of the Association and responsibility for payment of all unpaid bills. In addition, the Association shall furnish Agent security, in an amount satisfactory to Agent AND THE ASSOCIATION, against any obligations or liabilities which Agent may have properly incurred on the Association's behalf under this Agreement.

Agent may withhold funds for SIXTY (60) days after the end of the month in which this Agreement is terminated, in order to pay bills previously incurred but not yet invoiced and to close accounts. Agent shall deliver to the Association, within SIXTY (60) days after the end of the month in which this Agreement is terminated, any balance of monies due the Association which were held by Agent with respect to the Property, as well as a final accounting reflecting the balance of income and expenses with respect to the Property as of the date of termination or withdrawal, and all records, contracts, leases, receipts for deposits, and other papers or documents which pertain to the Property.

Section 14 RELATIONSHIP OF AGENT TO THE ASSOCIATION

The relationship of the parties to this Agreement shall be that of Principal and Agent, and all duties to be performed by Agent under this Agreement shall be for and on behalf of, in the name of and for the account of the Association. In taking any action under this Agreement, Agent shall be acting only as Agent for the Association, and nothing in this Agreement shall be construed as creating a partnership, joint venture, or any other relationship between the parties to this Agreement except that of Principal and Agent, or as requiring Agent to bear any portion of losses arising out of or connected with the ownership or operation of the Property. Nor shall Agent at any time during the period of this Agreement be considered a direct employee of the Association. Neither party shall have the power to bind or obligate the other except as expressly set forth in this Agreement, except that Agent is authorized to act with such additional authority and power as may be necessary to carry out the spirit and intent of this Agreement.

Section 15 INDEMNIFICATION SURVIVES TERMINATION

All representations and warranties of the parties contained herein shall survive the termination of this Agreement. All provisions of this Agreement that require the Association to have insured or to defend, reimburse, or indemnify Agent shall survive any termination; and if Agent is or becomes involved in any proceeding or litigation by reason of having been the Association's Agent, such provisions shall apply as if this Agreement were still in effect.

Section 16 HEADINGS

All headings and subheadings employed within this Agreement are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement.

Section 17 FORCE MAJEURE

Any delays in the performance of any obligation of Agent under this Agreement shall be excused to the extent that such delays are caused by wars, national emergencies, natural disasters, strikes, labor disputes, utility failures, government regulations, riots, adverse weather, and other similar causes not within the control of Agent, and any time periods required for performance shall be extended accordingly.

Section 18 COMPLETE AGREEMENT

This Agreement, including any specified attachments, constitutes the entire agreement between the Association and Agent with respect to the management and operation of the Property and supersedes and replaces any and all previous management agreements entered into or/and negotiated between the Association and Agent relating to the Property covered by this Agreement. No change to this Agreement shall be valid unless made by supplemental written agreement executed and approved by the Association and Agent. Except as otherwise provided herein, any and all amendments, additions, or deletions to this Agreement shall be null and void unless approved by the Association and Agent in writing. Each party to this Agreement hereby acknowledges and agrees that the other party has made no warranties, representations, covenants or agreements, express or implied, to such party, other than those expressly set forth herein, and that each party, in entering into and executing this Agreement, has relied upon no warranties, representations, covenants or agreements, express or implied, to such party, other than those expressly set forth herein.

Section 19 RIGHTS CUMULATIVE; NO WAIVER

No right or remedy herein conferred upon or reserved to either of the parties to this Agreement is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given under this Agreement or now or hereafter legally existing upon the occurrence of an event of default under this Agreement. The failure of either party to this Agreement to insist at any time upon the strict observance or performance of any of the provisions of this Agreement, or to exercise any right or remedy as provided in this Agreement, shall not impair any such right or remedy or be construed as a waiver or relinquishment of such right or remedy with respect to subsequent defaults. Every right and remedy given by this Agreement to the parties to it may be exercise from time to time and as often as may be deemed expedient by those parties.

Section 20 APPLICABLE LAW AND PARTIAL INVALIDITY

The execution, interpretation, and performance of this Agreement shall in all respects be controlled and governed by the laws of the State of WISCONSIN. If any part of this Agreement shall be declared invalid or unenforceable, Agent shall have the option to terminate this Agreement by notice to the Association.

Section 21 NOTICES

Any notice required or provided for in this Agreement shall be in writing and shall be addressed as indicated below or to such other address as Agent or the Association may specify hereafter in writing.

21.1 TO AGENT

HUNT MANAGEMENT INCORPORATED

10520 N. BAEHR ROAD, SUITE Q

MEQUON, WISCONSIN 53092

(OR CURRENT LEGAL ADDRESS)

21.2 TO THE ASSOCIATION

President of the Board

(CURRENT LEGAL ADDRESS)

21.3 DELIVERY OF NOTICES

Notices or other communications between the parties to this Agreement may be mailed by United States registered or certified mail, return receipt requested, postage prepaid, and may be deposited in a United States Post Office or a depository regularly maintained by the post office. Such notices may also be delivered by hand or by any other receipted method or means permitted by law. For purposes of this Agreement, notices shall be deemed to have been "given" or "delivered" upon personal delivery thereof or forty-eight (48) hours after having been deposited in the United States mails as provided herein.

Section 22 AGREEMENT BINDING ON SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the successors and assigns of Agent and the heirs, administrators, successors, and assigns of the Association. Notwithstanding the preceding sentence, Agent shall not assign its interest under this Agreement except in connection with the sale of all or substantially all of the assets of its business. In the event of such sale, Agent shall be released from all liability under this Agreement upon the express assumption of such liability by its assignee.

Section 23 DISPUTE RESOLUTION

ANY DISPUTE INVOLVING THE TERMS OF THIS AGREEMENT SHALL BE RESOLVED BY BINDING ARBITRATION PURSUANT TO THE RULES, THEN APLLICABLE, OF THE AMERICAN ARBITRATION ASSOCIATION, EXCEPT FOR THE SELECTION OF THE ARBITRATOR, WHICH SHALL BE SELECTED BY MUTUAL AGREEMENT OF BOARD AND AGENT.

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have affixed or caused to be affixed their respective signatures this THIRD day of MARCH, 2013

Witnesses:

Board:
WOODS EDGE OWNER'S ASSOCIATION, INC.

PRES. Jan Van Rens

V.P. Edward B. Lombardi

SEC. Diane Jaske

TREAS. Barbara Eberly

Agent:

Firm HUNT MANAGEMENT INCORPORATED

By

Submitted by

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT

_____
(Name)

_____
(State whether individual, partnership, corporation, etc.)

located at _____

has made, constituted, and appointed, and, by these presents does hereby make, constitute, and appoint, _____

a resident of the United States, whose address is _____

_____

(its) true and lawful attorney for (it)(me) in (its)(my) name, place, and stead to execute and to file any Tax Returns due on or after _____

_____ under the provisions of the Social Security Act, now in force or future amendments thereto.

Dated at ____ this ___ day of _____, 20__.

_____
Signature of Taxpayer

_____
Title

Executed in the presence of:

_____
Signature of Taxpayer

_____
Title

_____
Witness

_____
Signature of Taxpayer

_____
Witness

_____
Title

Acknowledged before me this ___ day of _____, 20____.

NOTARIAL SEAL

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DISCLAIMER: This Condominium and Homeowners' Association Management Agreement form is published as a service to property managers, and an explanation of its various provisions is available separately. The publisher is not engaged in rendering legal, accounting, or other professional service. Because of varying state and local laws, competent legal or other advice should be secured before using this form.

WOODS EDGE OWNER'S ASSOCIATION, INC.

DISCLOSURE MATERIALS

SECTION F

ANNUAL OPERATING BUDGET

A Community Presence

November 12, 2025

To: ALL MEMBERS OF WOODS EDGE OWNERS ASSOCIATION

Re: 2026 Approved Budget

For your review and file, I have enclosed a copy of the 2026 budget as adopted by your Board of Directors.

After an extensive review of the Association's financial status, the Directors have resolved that it is necessary to increase the monthly association fee to $385, effective January 1, 2026. This $10 monthly increase will help fund increased Operating costs and contributions to the Reserve Fund.

As noted in the budget, insurance and water/sewer costs are expected to rise. Other budget increases include legal fees, electricity, snow removal, grounds maintenance, and plumbing.

If you pay assessments electronically, we will continue to debit your account accordingly, at the new assessment amount. If you currently pay by check and would like to benefit from our electronic payment system, please contact us to request a form. If payments are made by check or through your online banking system, please ensure the following mailing address is used:

Woods Edge Owners Assoc.
c/o Hunt Management
PO Box 1755
Arlington Heights, IL 60006-1755

Payment coupon booklets will be mailed to you if you have previously selected this option. Please mail your check to the address above if you do not receive the booklet by January 1st. Payment coupons are not required with your payment.

The Board of Directors and Management will continue their efforts to maintain a physically and financially sound Woods Edge Owners Association and thank you for your support. Please contact Hunt Management with any questions, comments, or concerns regarding the Association's financial affairs.

Sincerely,

Michael Landre

Michael Landre, Association Manager
Hunt Management Inc.
Management Company for the Woods Edge Owners Association, Inc.

10520 N. Baehr Road, Suite Q
Mequon, WI 53092

huntmanagement.com
mlandre@huntmanagement.com

Phone: (262)238-1480
Fax: (262)238-1485

WOODS EDGE OWNERS ASSOCIATION
2026 BUDGET
$385/MONTH DUES PER UNIT

	Account	Description	2025 Budget	Actual: Jan 1st - Oct 24th	Projected 2025 Remaining	Projected 2025 FINAL	2026 Budget
Woods Edge Operating Accounts							
Income Accounts							
INCOME							
	60-60101-00	ASSOCIATION FEES	$540,000.00	$449,990.00	$90,000.00	**$539,990.00**	**$554,400.00**
	60-60103-00	DELINQUENT FEES	$0.00	$230.00	$0.00	**$230.00**	**$0.00**
	60-60106-00	DELINQUENT INTEREST	$0.00	$4.50	$0.00	**$4.50**	**$0.00**
	60-60107-00	FINES	$0.00	$250.00	$0.00	**$250.00**	**$0.00**
Income Accounts Total			**$540,000.00**	**$450,474.50**	**$90,000.00**	**$540,474.50**	**$554,400.00**
Woods Edge Expense Accounts							
UTILITIES							
	80-80201-00	WATER/SEWER	$113,668.00	$95,937.29	$18,944.70	**$114,881.99**	**$122,924.00**
	80-80202-00	ELECTRIC	$2,768.00	$1,954.48	$461.30	**$2,415.78**	**$2,768.00**
	80-80203-00	REFUSE	$25,260.00	$22,625.30	$4,210.00	**$26,835.30**	**$27,970.00**
MAINTENANCE GENERAL							
	81-80301-00	SNOW REMOVAL	$44,202.00	$29,080.64	$14,450.00	**$43,530.64**	**$46,122.00**
	81-80302-00	GROUNDS MAINTENANCE	$48,184.00	$49,954.76	$0.00	**$49,954.76**	**$50,352.00**
	81-80304-00	PEST CONTROL	$2,000.00	$567.00	$0.00	**$567.00**	**$1,500.00**
MAINTENANCE REPAIRS							
	82-80401-00	ASPHALT	$2,000.00	$2,000.00	$0.00	**$2,000.00**	**$2,000.00**
	82-80402-00	BUILDING MAINTENANCE	$20,000.00	$5,949.56	$3,333.30	**$9,282.86**	**$15,000.00**
	82-80406-00	SUPPLIES	$2,500.00	$932.41	$0.00	**$932.41**	**$2,500.00**
	82-80407-00	GUTTER CLEANING	$2,000.00	$149.00	$2,250.00	**$2,399.00**	**$2,500.00**
	82-80409-00	SIDING REPAIR	$1,000.00	$0.00	$2,100.00	**$2,100.00**	**$5,000.00**
	82-80410-00	PLUMBING/SUMP PUMPS	$3,000.00	$6,390.48	$500.00	**$6,890.48**	**$5,000.00**
	82-80411-00	ROOFING	$3,000.00	$2,423.61	$500.00	**$2,923.61**	**$3,000.00**
	82-80413-00	LANDSCAPE/TREE MAINTENANCE	$15,000.00	$13,587.00	$2,200.00	**$15,787.00**	**$15,000.00**
	82-80414-00	LANDSCAPE COMMITTEE	$750.00	$756.01	$0.00	**$756.01**	**$1,000.00**
ADMINISTRATIVE							
	83-80500-00	CTA COMPLIANCE	$0.00	$295.00	$0.00	**$295.00**	**$0.00**
	83-80501-00	ADMINISTRATIVE EXPENSE	$1,500.00	$2,622.59	$250.00	**$2,872.59**	**$2,900.00**
	83-80502-00	BANK SERVICE CHARGE	$100.00	$0.00	$0.00	**$0.00**	**$100.00**
	83-80503-00	MANAGEMENT - FEE	$30,858.00	$25,715.00	$5,143.00	**$30,858.00**	**$31,784.00**
	83-80504-00	LEGAL FEES	$500.00	$2,390.00	$1,000.00	**$3,390.00**	**$5,000.00**
	83-80505-00	TAX PREP/PROFESSIONAL FEES	$500.00	$195.00	$0.00	**$195.00**	**$225.00**
	83-80506-00	MANAGEMENT - OTHER	$100.00	$0.00	$100.00	**$100.00**	**$100.00**
	83-80507-00	TAXES	$1,800.00	$3,158.00	$0.00	**$3,158.00**	**$3,300.00**
	83-80508-00	INSURANCE	$37,239.00	$30,174.00	$6,206.50	**$36,380.50**	**$43,285.00**
	83-80511-00	CAI MEMBERSHIP	$305.00	$0.00	$325.00	**$325.00**	**$325.00**
RESERVE ACCOUNTS							
	84-80601-00	CAPITAL RESERVE	$181,766.00	$151,471.70	$30,294.30	**$181,766.00**	**$164,745.00**
Expense Accounts Total			**$540,000.00**	**$448,328.83**	**$92,268.10**	**$540,596.93**	**$554,400.00**
Operating Accounts Net			**$0.00**	**$2,145.67**	**-$2,268.10**	**-$122.43**	**$0.00**

WOODS EDGE OWNER'S ASSOCIATION, INC.

DISCLOSURE MATERIALS

SECTION G

RULES AND REGULATIONS

TABLE OF CONTENTS

Page

I. INTRODUCTION 3
II. FROM WISCONSIN CONDOMINIUM LAW 3
III. MANAGEMENT 4
IV. CONDOMINIUM DOCUMENTS 4
A. Declaration, By-Laws, and Rules 5
B. From By-Laws of Woods Edge Owner's Association, Inc 5
C. Unit Registration/Information 5
D. Annual Meeting 6
E. Assessments 6
F. Working Capital Fund 7
G. Residential Only 7
H. When Selling Your Condo 7
I. Leases of Units-Investor Homeowners 7
J. Utility Items 8
K. Responsibilities of the Association 8
L. Responsibilities of Individual Homeowners 10
M. Maintained by the Homeowner 13
V. COMMON AND LIMITED COMMON AREAS 14
A. COMMON AREA 14
B. LIMITED COMMON AREAS 15
VI. RULES AND REGULATIONS 16
A. PARKING 16
B. Speed Limit 17
C. No Maintenance of Vehicles 18
D. ANIMALS/PETS—the following Rules apply to all animals on the Woods Edge property 18
E. NOISE LEVELS 19
F. RESIDENTS 20
G. SNOW REMOVAL 20
H. GARBAGE 20

I. DOORS, WINDOWS, ETC 21
J. ALTERATIONS, ADDITIONS, IMPROVEMENTS 21
K. SIGNS 22
L. WINDOW DRESSINGS 23
M. RUMMAGE SALES 23
N. LANDSCAPING 23
O. OCCUPANCY 24
P. SOLICITATION 25
Q. INSURANCE 25
R. RULES RELATING TO CONTRACTORS 25
VII. ENFORCEMENT, VIOLATION, PROCEDURE & ATTORNEY FEES 27
A. Sanctions and Penalties 27
B. Assessments 27
C. Violations may be reported by a Homeowner or Resident to: 27
D. A violation reported to the Management Company/Board Member must be in writing and must contain the following: 27
E. Upon receipt of a complaint the Management Company and Board of Directors shall attempt to resolve the matter by: 28
F. If the Management Company/Board of Directors is unable to resolve the matter, or upon request of the owner as set forth in Section H below, the matter shall be submitted to the Grievance Committee 28
G. Grievance Committee Rules and Procedures 28
H. FINES 30
I. INTEREST AFFECTED 31
J. REMEDIES NON-EXCLUSIVE 31
K. EXCESSIVE CONTACT 32

I. INTRODUCTION

The Board of Directors and Management would like to welcome you to WOOD'S EDGE OWNER'S ASSOCIATION, INC. We are pleased that you have chosen to reside at WOOD'S EGDE and hope that you will enjoy your home.

This Handbook is intended to serve as a guide to the Homeowners of Woods Edge Condominiums and is designed to answer some of the most frequently asked questions. If an item is in question, the explanation given in the Declaration and By-Laws will supersede any given here.

Condominium living is very different than living in a private residence and the changes may require adjustment for some individuals. Rules governing the day-to-day use of the property have been adopted by the Board of Directors as detailed in this Handbook. All residents are subject to all provisions of the Condominium Declaration, Bylaws, and these Rules. At times these documents, or actions taken by the Board, might not be in direct accord with actions that a Homeowner might take for a private residence. **However, as in any group enterprise, condominium living requires a degree of compromise for the benefit of all**. It is essential for all residents to demonstrate an attitude of courtesy, responsibility and community involvement.

WOODS EDGE is a 120 unit complex. Under co-ownership, each purchaser of a unit receives exclusive right to use, occupy, mortgage, and dispose of their particular unit, plus an individual $1/120^{th}$ % interest in the fixtures that serve all tenant owners in common.

Homeowners at WOOD'S EDGE pay a monthly assessment to cover the expense of major functions that are performed for the benefit of all Homeowners and residents. The fee includes such things as lawn care, snow removal, exterior building maintenance and professional management services. Whenever work is done by volunteers, the Association saves money. Although we pay a manager to coordinate daily operations and financial matters, the overall responsibility of the property still belongs with the Homeowners. WOOD'S EDGE thrives on the help of volunteers. Members of the Board of Directors and committees all work without compensation. Their reward is the satisfaction of helping to maintain an attractive, pleasant place to live. All Homeowners should be aware of their responsibility to volunteer some of their time and talent to the Association.

If you have questions, concerns or want to volunteer to help in some way, please contact the current Management Company, or any Board Member.

II. FROM WISCONSIN CONDOMINIUM LAW

1. The Corporation, through its Board of Directors, has the irrevocable right to have access to each unit for the purpose of maintenance, repair, or replacement of any common areas or facilities. (See page 19, Article XVIII-Right of Entry in the Woods Edge Declaration.)

2. Each Homeowner shall comply strictly with the By-Laws and with the administrative rules adopted under provisions of the By-Laws. Failure to comply with any of the By-Laws and/or Rules and Regulations shall be grounds for action to recover sums due for damages or injunctive relief, or both, by the Board of

Directors on behalf of the Corporation, or in a proper case, by the aggrieved Homeowner.

3. No Homeowner shall do any work which shall jeopardize the soundness or safety of the property, building, and/or improvements, reduce the value thereof or impair any easement without first obtaining the approval of the Board of Directors.

4. All unpaid sums assessed by the Corporation for common expenses shall constitute a lien on such unit.

5. All Homeowners, or any persons that use the property or any part thereof, shall be subject to the Declaration of Condominium and the By-Laws of the Corporation.

6. All agreements, decisions, and determinations lawfully made by the Corporation shall be binding on all Homeowners.

7. 703.105 Display of the United States flag and political signs.

703.105(1)
(I) No bylaw or rule may be adopted or provision included in a declaration or deed that prohibits a unit owner from respectfully displaying the United States flag.

703.105(1m)
(1m) No bylaw or rule may be adopted or provision included in a declaration or deed that prohibits a unit owner from displaying in his or her condominium a sign that supports or opposes a candidate for public office or a referendum question.

703.105(2)
(2) Notwithstanding subs. (1) and (1m), bylaws or rules may be adopted that regulate the size and location of signs, flags and flagpoles.

703.105 – ANNOT.

III. MANAGEMENT

Due to the size of WOODS EDGE, a professional management company has been hired by the Board of Directors to assist them in collecting fees, obtaining contract bids, and maintaining the required financial and day to day records of the Association. (See Addendum for contact information.)

IV. CONDOMINIUM DOCUMENTS

Each Homeowner should receive a copy of the Association's "Condominium Documents and Rules & Regulations" from the previous Homeowner and/or realtor. (At your closing you signed a form stating that you understood and would abide by these documents.)

If copies are not received the new Homeowner is responsible for obtaining a copy of the Association documents and rules within 7 days of ownership.

There is a $50 charge from the Management Company for replacement of lost documents.

A. Declaration, By-Laws, and Rules

As mentioned previously, the Declaration and By-Laws are the legal guidelines under which the corporation *must* function. These "*Documents*" can be likened to the U.S. Constitution and changing them requires a 2/3 majority vote of the Homeowners.

In addition to these "*Documents*," the Condominium Corporation is governed by a set of "*rules*." On behalf of the Condominium Homeowners, the Board of Directors implements and enforces the "*Documents*" and promulgates rules and guidelines to supplement the "*Documents*." No rules may be adopted that conflict with the By-Laws, but rules may be adopted by a majority vote at any Homeowner's meeting.

B. From By-Laws of Woods Edge Owner's Association, Inc.

1. The mere acquisition, rental, or occupancy of a unit on the property will signify the acceptance and ratification of these By-laws by all such persons.

2. Each member shall have one (1) vote for each unit owned. Should there be more than one Homeowner, the person entitled to cast the vote for the unit shall be designated by a certificate signed by all the record owners of the unit and filed with the Secretary of the Association.

3. No member shall be entitled to cast a vote for a unit at any meeting if the Association has recorded a statement of condominium lien on the members unit and it hasn't been paid.

4. The presence in person, or by proxy, of members holding more than fifty (50) percent of the votes shall constitute a quorum.

5. Votes may be cast in person or by proxy. Proxies must be filed with the Secretary before the appointed time of each meeting and **must have the name of the person you are allowing to vote for you in your absence identified on the proxy along with your signature and date.** Blank proxies will be considered null and void.

C. Unit Registration/Information

Each Homeowner shall be responsible to provide the Board of Directors with accurate and current information as follows:

1. Exact name of the title holder(s) of the Unit.

2. Date of purchase of the Unit.

3. Name and address of the title holder's mortgage lender (if any).

4. Address and phone numbers (home and work) of the title holder.

5. Year, make, and license number of each (**maximum of two**) vehicle to be parked on Woods Edge property.

6. Number of individuals living in the unit.

7. Number and type of pets living in the unit.

This information is to be **updated on a yearly basis**. New *Unit Information Forms* will be mailed each year along with the notification of the Annual Meeting. All responses will be due by the fourth Tuesday of September. Fines may be assessed for failure to comply.

D. Annual Meeting

The Annual Meeting of the Association is **held on the fourth Tuesday of September each year**. This meeting shall be conducted in accordance with the latest revised edition of Robert's Rules of Order. This meeting is where Board members are elected.

E. Assessments

According to the Corporation By-Laws each Homeowner is obligated to pay his/her prorated share of the annual common expenses assessment at such time or times as the Board of Directors shall determine.

E.1 Presently, each Homeowner may pay his/her respective annual common expenses assessment in equal monthly installments provided payments are made on the first **of each month**.

E.2 The monthly maintenance assessment is to be mailed to the Association's Bank. Pre-payment of monthly installments is allowed.

E.3 Payments not received by the 15th of the month shall be considered delinquent and a late charge of $15.00 will be assessed.

– There will be no late fee waivers. With a two week grace period there is sufficient time for payment to be made.

E.4 The Board of Directors is obligated to take prompt legal action to collect assessments which are more than 30 days delinquent and the Homeowners shall be obligated to pay the late charge together with all costs of action. Such action may include filing of a lien, small claims, judgment, garnishment, and ultimately, foreclosure.

Should a Homeowner ever have any questions regarding his/her respective assessment account, they should contact the Management Company.

F. Working Capital Fund

Each purchaser of a unit shall advance an amount equal to two (2) months installments of the regular annual Association assessment for the common expenses of the Association. Each advance shall be credited to the Homeowner and shall be returned to the Homeowner upon payment of a like advance by the subsequent purchaser.

G. Residential Only

Each unit shall be occupied and used only for private dwelling purposes.

H. When Selling Your Condo

Woods Edge has grown into a complex that people want to buy into. Because of this, many Homeowners are selling their units without the help of a real estate agent. Know that there are responsibilities that Homeowners have to the Association when they sell. (ie: Contact the Management Company, inspection of satellite dish installation, passage of Condominium Documents to the new homeowner, etc.) **When you put your unit up for sale, contact the Management Company for more detailed information.**

I. Leases of Units-Investor Homeowners

I.1 If Homeowners are to be gone for any time less than six (6) months, the Board of Directors should be notified in writing as to who will be staying in the unit.

I.2 Any Homeowner may lease a unit for a term of not less than six (6) months. Any lease or rental agreement must be in writing. Lease must comply with all Declarations, By-Laws, and rules as set forth by the Corporation and a breach of these will be deemed a breach of the lease. Each written lease shall include this provision and must be approved by the Board of Directors.

I.3 Notice of any transfer or lease shall be given to Management within five (5) days following consummation of such transfer (lease). No Unit, or interest there-in, shall be leased by a Homeowner for a term greater than one (1) year. A copy of every such lease, as and when executed, shall be furnished to the Management Company. The lessee under every such lease shall be bound by and subject to all of the obligations under the Declaration, By-laws and Rules and Regulations of the Homeowner making such lease and the lease shall expressly so provide. The Homeowner making such lease shall not be relieved thereby from any of said obligations. Every such lease shall also expressly provide that the Association may exercise against the lessee thereunder any and all remedies available to the Association against the Homeowner. **The Homeowner is responsible and liable for the conduct and actions of their tenants.**

I.4 Prior to, or within seven (7) days, of occupancy of a Unit, residents must register their motor vehicles with the Management Company, obtain a copy of the Rules, Regulations and Enforcement Procedures and complete the Resident and Pet Registration Forms.

I.5 For their own protection and the protection of their Unit(s), Homeowners should review their insurance coverage. Not all policies cover damage or injuries which might be caused by tenants. Homeowners are advised to obtain damage and liability insurance for their Unit(s) as the Association's master policy only covers common areas.

I.6 In order to protect their investments, Homeowners should periodically check on the condition and maintenance of their Unit(s). Damage to common areas or limited common areas traceable to specific tenants can become the liability of the Homeowner.

J. Utility Items

J.1 Any such line which serves more than one unit shall be deemed owned as tenants in common by all unit Homeowners affected by that line.

J.2 It is the responsibility of the Homeowner to maintain gas and electric service in their Unit. Homeowners are responsible for any damage to contents of loss caused by failure to maintain utility service, including damage to the common, or limited common, areas.

J.3 Each Homeowner, at their own expense, shall furnish and be responsible for all maintenance of, repairs to and replacements within their own Unit.

J.4 Every two years, every Homeowner shall have the following equipment inspected and/or serviced: the unit's dryer vents and natural fireplaces. (Periodic checks of the hot water heater, air conditioning, and furnace are highly recommended.) The purpose for this rule is to avoid the damage that can occur each time one of these pieces of equipment breaks. If a Homeowner fails to have the required inspections and keep written evidence of that fact, and damage results to any common element, limited common element or another unit, the Homeowner shall be presumed to have been negligent, in addition to any other remedies, including fines, authorized by the condominium documents or the law.

K. Responsibilities of the Association

The cost of operating and maintaining those items listed as Association responsibility in the By-Laws as well as the costs of insurance and maintenance of the common areas are common expenses. The common expenses are shared equally by all Homeowners and are levied as a monthly Association fee.

K.1 **Insurance:** The Corporation maintains insurance as follows:

a. Liability insurance covering the common areas.

b. All risk physical damage insurance on the exterior of each individual unit. This insurance extends from the exterior of the building to the exterior surfaces of the perimeter walls and ceilings. It does not cover any of your

personal property such as furniture or appliances, nor does it cover interior improvements or betterments (refer to current insurance coverage summary).

K.2 **Maintenance of the Common Areas:** The maintenance of the Common Areas is the responsibility of the Association and is controlled by the Board of Directors. Examples of items that are currently maintained by the Association are:

a. Maintaining, repairing, and replacing grass and beds in common/limited common areas.

b. Repair/replace roof and shingles.

c. Exterior Painting (posts on A and D units).

d. Exterior Fireplace Chimney.

e. Snow removal from roads, driveways, and sidewalks.

f. Mailboxes and posts.

g. Garbage pickup.

h. Road maintenance.

i. Street lights – Common Areas.

j. Water and sewer usage.

k. Repair/replace sump and lift pumps.

l. Driveways: Repair/replace.

m. Decks: Repair/replace. (Association will be responsible for staining the decks every three years.)

n. Repair/replace sidewalks and stoops.

o. Repair/replace siding, sheathing and fascia on buildings.

Any maintenance requests must be put into writing, utilizing the Association's "*Maintenance Request Form*," and submitted to the Management Company ***prior to any action being taken***.

In the case of an emergency, personally contact the Management Company and if they are not available contact any Board member.

L. Responsibilities of Individual Homeowners

L.1 **Insurance:** The individual Homeowner is responsible for obtaining personal liability and property insurance. Such coverage must be provided by the Homeowner's own policy.

a. Homeowners should have their insurance agent contact the Associations' agent so that there are no "holes" in the condominium's coverage.

b. In order to keep a dog within the Condominium grounds Homeowner's must maintain a minimum of a $300,000 Liability Policy on their Homeowner's/ Renter's insurance policy. Failure to comply will result in the removal of the dog from the Association grounds.

c. Should a unit, or building, be damaged by an insurable peril, contact the Management Company as to filing a claim against the Corporation's coverage.

L.2 **Neighbor Watch Program:** There is no longer a formal neighborhood watch program in place, but all Homeowners need to be aware of what's going on within the Association's grounds.

a. If you see, or hear, something out of the ordinary please call the police and report it.

b. If a unit is vandalized, please call the police immediately. As soon as possible, please forward a copy of the police report to the Board. The Association cannot file an insurance claim without the police report. It is the Homeowner's responsibility to obtain the police report, not the Association's.

L.3 **Elect the Association's Board of Directors:** Board members are elected every year at the Annual Meeting in September. No fee or other compensation shall be paid to any member of the Board of Directors at any time except by specific resolution of the Association.

a. The Woods Edge By-Laws provide that the Board of Directors will be responsible for adopting rules and regulations and notifying the unit Homeowners of new rules or changes to existing policy. These policies cover such items as defining what is covered by the maintenance fees to usage of the limited common areas or grounds around your unit.

b. The By-Laws also provide that the responsibility for enforcement rests with the Board. (This includes enforcement through the establishment of a system of assessments.)

c. Organization of the Board: Five members are elected in staggered two year terms, a President, Vice President, Secretary, Treasurer, and Member at

Large. The assigned roles are determined by the Directors at a meeting within ten days following the Annual Homeowner' s meeting. All positions must be filled by board members.

d. Duties of Officers:

i. President – Preside at all Homeowner and Board meetings. Will appoint committees as deemed appropriate for the Association.

ii. Vice President – Perform duties of President if President is unable to act. Ideal is for the Vice President to move into the President role at end of President's term in office.

iii. Secretary – Keep minutes of all Homeowner and Board meetings. Keep all books and records for the Association. Shall take roll call and count the votes cast at any Annual or Special meeting of the Association or the Board.

iv. Treasurer – Responsible for all Association funds. Full and accurate records of all financial matters including records of all receipts and disbursements.

v. Member at Large – Responsible for attending all Board meetings and participating in any activity as requested by the President

e. Duties of the Board As A Whole:

i. Complete enforcement and administration of the By-Laws, Rules and Regulations.

ii. Call and conduct Annual Meeting in September each year.

iii. Call organizational meeting of the Board within ten days of the annual meeting.

iv. Meet at least once a month.

v. Procure fidelity bond for Officers.

vi. Adopt an Annual budget.

vii. Determine common charges.

viii. Obtain property damage and liability insurance.

ix. Collect common charges.

x. Take action to press collection of common charges over thirty days old, including filing of liens.

xi. Adopt rules and regulations for operation of property.

xii. Enforce By-Laws, Rules and Regulations including removing or fixing violations and assessing Homeowners.

xiii. Ensure that a written Financial Report is submitted to Homeowners annually.

xiv. Conduct audits of receipts and expenditures.

xv. Supervise activities of all committees.

xvi. Execute contracts on behalf of the Association.

L.4 **Committees:** From time to time, issues may arise that require participation from the broadest possible neighborhood perspective. To encourage and solicit Homeowner participation, the Board of Directors may request that a committee be formed to perform the necessary work and report back to the Board. These committees cannot expend Homeowner funds unless the Board approves both the amount and time frames. Some of the committees that can be formed include:

a. **Building and Grounds** – This committee will oversee the care and maintenance of the condo complex. Investigations will be made into various lawn and snow removal services (and any other issues as they arise that pertain to the upkeep and maintenance of the complex) with recommendations made to the Board of Directors. This committee will also oversee the pet issues in the complex.

b. **Finance** – This committee will work in conjunction with the Treasurer of the Board of Directors to oversee the financial matters of the Association. Recommendations for investments and expenditures will be made to the board for final approval. Experience in investments and/or banking services a plus.

c. **Welcome/Sunshine** – This committee will work together to create a welcome packet with "Everything you need to know about living at Woods Edge." They will welcome new Homeowners to the complex and introduce them to their neighbors. The Sunshine aspect will welcome new family arrivals, send cards for illness or deaths in the family, and goodbye when a Homeowner sells their condo.

d. **Security** – This committee will administer the neighborhood watch program and address issues such as parking, speeding, and strangers in the complex.

e. **Social** – This committee will be responsible for setting up social activities amongst the Homeowners. (i.e.: The fall barbecue, condo rummage sale, etc.)

f. **Grievance** – This committee will be responsible for hearing Homeowner grievances if the Board of Directors is unable to resolve a complaint.

g. **Landscape** – This committee will be responsible for the upkeep and planting of the common areas throughout the Association grounds. Will provide recommendations to Homeowners for their "limited common" areas as well.

h. **Management Review** – This committee will monitor the Association's current Management Company (both positive and negative) and research potential future companies.

M. Maintained by the Homeowner

M.1 All items not listed as Association Responsibilities on page 11, including maintenance of the "Limited Common Area," are the individual Homeowner's responsibility. Please refer to the Woods Edge Condo Association By-Laws for a legal description of these responsibilities.

Items that are the Homeowner's responsibility include:

a. Decks – must be kept in clean and neat condition.

b. Internal fixtures, appliances, and water heater.

c. Interior walls, partitions, flooring, and ceilings.

d. Driveways – Maintain.

e. Windows, window frames, and doors, including all glass and locks in windows and doors.

f. All utility lines and installations within or used by the Unit.

g. Repair and replace all components of the heating and air conditioning systems for the Unit.

h. Pay assessments for repair and replacement of any portion of the Common Elements damaged by the Homeowner, Homeowner's family, guests, or invitees.

i. Internal Dryer Vent Maintenance.

j. - Dryer lint builds up in these vents and are known to cause fatal fires. Being connected to three other families it is required to get them cleaned every 2 years. (More often if you use your dryer a lot.). These vents run the entire length, front to back, of each unit.

k. Dryer Vent and Cap outside of the building

l. Internal Chimney Maintenance.

– Soot from a wood burning fireplace builds up over time and should be checked every two years. The creosote that builds up from the burning wood can cause fires to start in the chimney. Gas fireplaces do not fall under this requirement, but should be checked periodically.

– Fireplace Vent Cap (outside of Building.)

m. Electrical wiring in Walls.

n. Garage Door/Opener. Any damage to door must be repaired within one month of occurrence.

M.2 Make sure that all repairmen have proof of insurance liability.

M.3 As stated in the By-Laws, the Association does not cover any damage, or maintenance, to the interior of the units. Additionally, each Homeowner is responsible for all damage to their unit, or any other unit or limited common area, resulting from misconduct, negligence or misuse of the Homeowner or any person coming upon the property with their actual, or implied, consent.

V. COMMON AND LIMITED COMMON AREAS

A. COMMON AREA. The common area consists of *all property owned in common*, as defined in the By-laws of WOODS EDGE (everything but the decks, driveways, and front door areas) *and are available for use by all Homeowners*. These areas are also subject to rules set forth by the Board of Directors:

A.1 No Homeowner shall cause or permit the common areas to be so used as to deny to other Homeowners the full use of such portion of that common area.

A.2 There shall be no obstruction of the common areas and nothing shall be stored therein without the prior written consent of the Board of Directors.

A.3 Common area decorations shall be limited to live, in ground, plants and flowers as approved by the Landscape Committee. Stepping stones may be placed off the deck in the common area between the steps and the grass. They may not be placed in the grass and must not interfere with any function of the lawn care company.

A.4 Bird baths and bird feeders are allowed on the deck, or in the common area around the deck, so long as they are not on the common area grass or attached to the unit or the deck. The immediate neighbors on either side must agree to the size and number of feeders to be placed there.

A.5 Wind Chimes may be placed in the limited common area in the front, or the common area off the deck, as long as they are not on the common area grass or

attached to the unit or the deck. The immediate neighbors on either side must agree to the size of the wind chimes being placed there.

A.6 Battery powered, or solar lights, may be placed within common areas from April 1st thru November 1st so as not to interfere with any snow removal functions.

A.7 Children's pools (with limitation of 6 feet in width) may be placed within the common area but must be removed immediately after use. They may not be stored outside of the unit.

A.8 Children's sandboxes may be placed in the common area, but must be removed immediately after use. During the summer months it may remain covered on the deck (like a grill). It must be removed during the winter.

A.9 Any outdoor furniture placed within the common areas must be removed immediately after use.

B. LIMITED COMMON AREAS. Limited Common Areas are common elements identified in a declaration, or condominium plat, *as reserved for the exclusive use of one or more, but less than all of the unit Homeowners*.

B.1 Every Homeowner and Resident must maintain the Limited Common Areas appurtenant to his unit in clean and proper conditions. No objects or structures, other than movable patio furniture or decorative pieces, shall be placed thereon. Every Homeowner shall have the right to decorate the limited common area appurtenant to his unit in a non-structural manner.

B.2 Walks and drives shall be kept neat and clean.

B.3 Homeowners and Residents are prohibited from storing bicycles, wagons, or strollers in the Common area, or Limited Common Area, outside Units, on lawns, or decks. They must be stored in the garage areas or in the Homeowner's or Resident's unit.

B.4 Clothes lines are not permitted outside of the units. Homeowners my place lines in their garages, but door must remain ¾ shut when clothes are hanging there. Hanging or drying items such as wash, clothing, other apparel or rugs on decks is prohibited.

B.5 Major alterations, such as the installation of awnings, sunshades, canopies, or screens are prohibited.

B.6 Visible appliances and items other than movable patio furniture and barbecue grills on decks is prohibited. All grills stored outside must be on the deck and covered when not in use. Hot Tubs are prohibited.

B.7 Bird feeders, bird baths and lawn ornaments will be allowed in the Limited Common Areas.

B.8 Appropriate size flags and banners may be displayed in the Limited Common Area, but may not be attached to the exterior of the unit or the deck.

B.9 Appropriate holiday decorations may be placed within Limited Common Areas, but must be removed within 3 weeks after the holiday.

VI. RULES AND REGULATIONS

A. PARKING

Due to limited visitor parking within Woods Edge, residents are required to use their driveway and garage parking spaces for all vehicles registered to be on their property. This in effect **permits two cars per unit within the complex**.

A.1 Homeowners and Residents should encourage visitors to use their driveway when possible to ensure there is ample visitor parking available at Woods Edge. A visitor is defined as anyone not residing in a Woods Edge Condominium Unit. **If a visitor's vehicle is on the premises more than 6 days in a one month period it will not be considered a visitor and must follow the regulations of the resident**.

A.2 Unit Homeowners need to advise the Management Company, in writing, of any ***special circumstances*** that relate to visitor parking where they expect to park in a guest area for a period of time that extends to 5 days or more. Designated parking spaces will need to be approved by the Board of Directors.

A.3 Visitor parking is ***NOT*** to be used by the Homeowners for their own personal use ***AT ANY TIME***. No outside or overnight parking (excluding guests) permitted except in your driveway.

A.4 There is to be ***NO*** parking on the streets ***AT ANY TIME*** by Visitors or Homeowners.

A.5 All vehicles owned, leased, or otherwise operated by Woods Edge or Residents and parked on Woods Edge property shall be registered with the Association. A written warning will be issued for vehicles that are not registered within 30 days of occupancy. If the vehicle is not registered after 10 days of the written warning, this will be considered a violation and the Association will issue a fine.

A.6 Permitted Vehicles are passenger type automobiles, (SUVs, Pick Ups, Vans), having no more than four entry doors (but including station wagons or hatchbacks having rear access) in a fully operable and drivable condition.

A.7 Non Permitted Vehicles are any vehicles, (other than those described in A.6 or permitted in the By-laws or Declaration,) which are not operable or without current license plates and registration. A commercial vehicle of any sort -with logos, signs, ladders, and rooftop mounts, etc. shall be strictly prohibited on the grounds. The only exception is if such vehicle is garaged with the door closed.

A.8 All registered vehicles shall display a current, pre-numbered parking permit as issued by the Association. Each pre-numbered permit shall be assigned to a specific vehicle and shall be affixed to the bottom driver's side rear window of said specific vehicle.

A.9 Fire Lanes must be observed as no parking areas. Parking within 15 feet of a "Fire Hydrant" is PROHIBITED.

A.10 All vehicles shall be properly stored in the Homeowner's garage. Items may not be stored in a garage that would displace a vehicle.

A.11 Junked, inoperative or unlicensed vehicles are PROHIBITED in the common element areas or Homeowner's, or residents, garage. Upon request a copy of the vehicle's registration and license plate information must be provided to the Board of Directors or the management company.

A.12 Licensed boats, boat trailers, campers, snowmobiles, ATVs, motorcycles and trucks may be parked in a garage provided that they are not forcing a vehicle that would normally be parked in the garage to be parked outside on your driveway. There shall be no tandem parking.

A.13 Parking or storing a mobile home, camper trailer, semi-trailer/cab, motorcycle, moped, motorized bicycle or any service-related vehicle in the designated common element parking area is PROHIBITED.

A.14 The use of moving vans on the condominium property shall be in a manner so as not to impede the lawful and smooth flow of traffic.

A.15 Permitted vehicles may be operated on streets and parking areas of the Association only, unless specifically authorized otherwise by the Board of Directors and/or the management company, and then, only for Association purposes. There shall be no parking or routes of passage across any other portions of the common element, including turf areas, sidewalks and fire lanes.

A.16 No child is allowed on motorized toy vehicles on the Association grounds without adult supervision.

FINES: All rules in this section must be followed or it will be considered a violation, and fines may be issued as set forth in Article VII herein. **Failure to pay fines will result in a lien taken against the Homeowner's property**. The Board of Directors has the option at any time to call the City of Waukesha Police to enforce these rules and regulations. Homeowners are required to insure the observance of these parking rules and regulations by their visitors and guests.

B. Speed Limit

For some reason some people just have the need to speed. The Board of Directors placed **15 MPH** speed limit signs throughout the complex. **PLEASE OBSERVE THESE LIMITS**. There are many walkers (some with dogs,) children riding bikes, and other cars who may be coming around

the next bend or comer. It is vitally important for people driving in the main entrance and crossing into the circle to slow down and look both ways. Everyone must take ownership for the safety of the complex. Let your guests know too!

C. No Maintenance of Vehicles

The maintenance of any vehicle is not permitted anywhere on the condominium except that the changing of oil, oil filter, air cleaner, and spark plugs in a vehicle are permitted providing the work is done in the garage.

C.1 Residents performing such maintenance must clean and clear the area after performing such work, including absorbing and disposing of any oil spills, grease and any and all other debris.

C.2 Any Homeowner doing maintenance work on a vehicle outside of the garage will receive one written warning and then be assessed a fine for any violation from that point forward.

C.3 Car washing is allowed, but please use discretion on frequency as the Association (and essentially all Homeowners) pays the water utility bill.

D. ANIMALS/PETS—the following Rules apply to all animals on the Woods Edge property

The Association will allow Homeowner's to keep in their unit:

Two cats **OR** one medium sized (55 pounds or less) dog **OR** one cat and one medium- sized dog. (Other small household pets such as fish, canaries, or parakeets are allowed, provided that they are not kept, bred or maintained for any commercial purposes.)

D.1 All Pet Homeowners must complete a *Pet Registration Form* to obtain a permit from the Association to keep the animal(s) in the Condominium grounds. The Association will issue a permit to the Homeowner ***that can be revoked at any time*** following notice and hearing from the Board of Directors.

D.2 **No guard type, or too large of, dogs are permitted**. This includes the following breeds (or family of breeds): Pit Bull, Rottweiler, German Shepherd, Husky types, Malamute, Doberman Pinscher, Chow Chow, Great Dane, St. Bernard, or Wolf-dog hybrids.

D.3 **Homeowners of all dogs must maintain a minimum $300,000 Liability on their Homeowner's Insurance Policy in order to keep the dog within the Association grounds. WOODS EDGE is to be identified as an "Additional Insured, or Additional Interest" on the policy**. The Unit Homeowner, as well as the animal Homeowner, is responsible and liable for any damage to property or injury caused by a pet within WOODS EDGE.

D.4 All dogs must be licensed by the City of Waukesha.

D.5 All Common Areas around a unit in which a pet resides will be repaired on a yearly basis, as needed, with the cost of that repair being assessed to the pet Homeowner.

D.6 All permitted pets shall be housed indoors and, if allowed outdoors, shall be **kept on a six (6) foot leash at all times and within the control of a person**. Retractable leashes are not allowed. No animal is permitted loose on the Common Areas and a fine will be assessed for loose dogs/cats. (not on a leash.)

D.7 A fine will be assessed for dogs/cats on a leash, but not within the control of a person. (i.e.: tied to the deck or hooked to a stake outside the unit without the Homeowner outside with them.)

D.8 Any pet excrement, within Association property, shall be removed **immediately** by the Homeowner who shall carry an implement for pick up at all times when walking their pets. Failure to do so will result in a fine.

D.9 Homeowners are responsible for the behavior of their pet(s) and shall not be permitted to cause any unreasonable disturbances. A fine will be assessed for creating a nuisance by frequent and/or habitual barking, howling, or other sounds for an extended period of time.

FINES: Upon written report of a pet violation, the Board and/or Management Company shall proceed, as set forth in the following, with the enforcement of the rules. The fines applicable for violations of the Animal/Pet Policies shall be as set forth in Article VII below, and the Board may also require, after repeated violations or an egregious violation, that

the pet must be permanently removed from the property within 20 days. If the pet is not removed timely from the property, additional daily fines may be assessed until the pet is removed.

A violation of the By-laws regarding Pet Homeownership shall subject the unit Homeowner, responsible for such violation, to additional special assessments by the Board of Directors for the enforcement costs, including but not limited to, reasonable attorney fees incurred by the Association incident to the enforcement of these By-laws and the Rules and Regulations established by the Board of Directors.

E. NOISE LEVELS

E.1 All residents have a right to quiet and privacy without disturbance by loud noise, obnoxious behavior or harassment from neighboring units or Common Areas, **especially at night (after 10:00 P.M.) and weekend mornings (before 9:00 A.M.)**.

E.2 Noise levels above normal tones, at such levels as to be disturbing, shall not be permitted on the property, or within a Unit. The time and day of the week will be taken into consideration.

E.3 Radios, televisions and other speaker systems used either indoors or outdoors should be kept at a level that will not disturb neighbors.

F. RESIDENTS

F.1 Homeowners are responsible ***and liable*** for the conduct of all persons living with them and their guests.

F.2 Rowdy behavior will not be tolerated in any area of the Association grounds.

G. SNOW REMOVAL

G.1 All Homeowners and Residents shall cooperate with snow removal procedures on the property, (e.g., vehicles will be moved to accommodate snow plows upon request or as otherwise directed.)

G.2 Snowfalls of 1" or less will be salted and 2" or greater will be shoveled and plowed.

H. GARBAGE

H.1 All garbage and refuse should be in tied plastic bags and enclosed in the trash bin provided to the Homeowner. Newspapers should be placed in paper bags or tied securely with string.

H.2 Trash collectors will remove only large items that will fit in the trash bin provided. Trash bins are to be set at the end of the driveway, not up by the garage.

H.3 Residents must make arrangements for disposal of large items trash collectors cannot take. Contact collection agency for clarification. (See Addendum)

H.4 No hazardous waste, as that term is defined in state and federal law, using the stricter definition when a conflict arises, shall be placed in the garbage or recycling containers. Hazardous waste must be taken to a hazardous waste drop-off site. Contact the management company for the nearest location.

H.5 Garbage containers shall be kept inside the Homeowner's garage and not put out before 7:00 PM on the evening before trash is collected. We are not called WOOD'S EDGE for nothing... raccoon, possum and coyote's roam our property at night and will tear into the garbage if left out uncovered. Cans and recycle bins should be in by 10:00 PM on the day of trash collection.

H.6 Newspapers, flyers, etc. should be removed from the paper box daily.

H.7 The Post Office has asked that Homeowner's **remove their mail daily from the mail box**. If the Homeowner is to be gone for an extended period of time, please notify the Post Office and stop delivery until you return

H.8 Live Christmas tree disposal. Unless tree pick up is made a part of the waste removal contract, the Homeowner is responsible for the disposal of live Christmas trees. **DO NOT** leave them sitting in front of your units! **DO NOT** throw them into the woods! If left at the west entrance by Broadway, the city has come and picked them up, but it must be within 3 weeks of Christmas.

Cooperation in this area will help keep the property neat and clean for everyone and reduce the unsightly trash blowing around the grounds.

I. DOORS, WINDOWS, ETC.

While the Unit Homeowner is responsible for the maintenance, repair, and replacement of doors and windows, the Board of Director approval is required prior to replacement or change of exterior appearance of the same.

I.1 All storm/screen doors must be white and have the French style brass (gold) color handles. The Homeowner may choose the kind many units already have or the storm/screen combination that has been identified for use by the Board of Directors.

I.2 All front doors must remain uniform in color and may be solid or the door with the top window that has been identified for use by the Board of Directors. (Front doors must be installed by a certified/bonded individual.)

I.3 Garage doors must be replaced with the same type and color as the original door. No variations allowed.

J. ALTERATIONS, ADDITIONS, IMPROVEMENTS

J.1 No alteration of any common elements, or any additions or improvements thereto, shall be made by any Unit Homeowner without the prior written consent of the Board of Directors. Unit Homeowners wishing to make exterior changes shall contact the Management Company.

J.2 The following is a <u>partial</u> list of items requiring approval of Management prior to installation:

Front Storm Door	Air Conditioners
Patio Door/Storm Door	Window Replacements
Front Door	

J.3 Wall or window mounted air conditioners are not permitted in any Unit.

J.4 **Satellite Dish installation** is PROHIBITED without prior written notice to the Board of Directors and following the rules herein:

a. All Satellite Dish requests must be made in writing to the Board of Directors via the Management Company.

b. All requests must include a diagram of the dish location and specifications regarding installation.

c. Dishes must be placed first on a balcony or patio/deck.

d. All installers must provide a copy of an insurance certificate.

e. All Homeowners, or Residents, must sign a "hold harmless" agreement with WOODS EDGE CONDOMINIUM HOMEOWNER'S ASSOCIATION. Actual installation of a satellite dish CANNOT begin until authorized by a letter from the Board of Directors.

f. Satellite dishes may not be installed on the roof, any siding on the building or exterior of a unit. Violation will result in a $500.00 assessment. In addition the Homeowner, or Resident, will be required to remove the satellite dish and repair, to the satisfaction for the Board of Directors, any damage to the building.

g. Installation of wiring feeds may not exceed the height of 2 feet when penetrating through the building exterior.

h. Any wiring running on the exterior of the building may not exceed 15 feet in length.

i. No dish may exceed 18 inches in diameter.

j. No satellite dish height shall exceed the height of the windowsill.

k. Violation of any of these requirements will result in additional fines.

l. Current, ***and subsequent***, Homeowners shall bear full responsibility for the maintenance, repair and replacement of the installation and all damage caused to the property or losses claimed by an individual as a result of the installation.

K. SIGNS

No unit Homeowner may erect, post or display posters, signs or advertising materials on the Condominium property, **except a unit Homeowner may place in the window of a unit a temporary sign relating to the open house of a unit for sale not exceeding 18" x 24"**.

K.1 A temporary for sale sign ***not exceeding 18" x 24"*** may be placed in the common area in front of a unit.

K.2 See Wisconsin State Condominium Laws (page 6) for Flags and Political signage allowed.

L. WINDOW DRESSINGS

L.1 No Unit Homeowner or Resident shall display, hang, store or use any clothing, sheets, blankets, laundry or other articles outside his Unit, or which may be visible from outside his Unit (other than draperies, curtains or shades of a customary nature and appearance subject to the rules and regulations of the Board of Directors), or paint or decorate or adorn the outside of his Unit, or install outside his Unit any canopy or awning, or outside radio or television antenna, or other equipment, fixtures or items of any kind, without the prior written permission of the Board of Directors or the written permission of management, acting in accord with the Board's direction.

L.2 All interior window coverings are to be of a *neutral color or lined in a neutral color*.

M. RUMMAGE SALES

There is an Association rummage sale once a year. **No individual rummage sales are permitted** at any other time on the property

N. LANDSCAPING

The Board of Directors reserves the right to make a determination as to what does/does not fall within these guidelines. Failure to comply with these guidelines, after written notice, will result in fines as set forth in Article VII below.

N.1 **Bushes:** Board approval is required prior to the planting, removal, or changing of bushes in the Common and Limited Common Areas.

N.2 **Watering:** Grass is very hardy and during a drought it will turn brown and become dormant until the next good rain. Since there usually is an excessive demand for water during a drought, and water is costly, Woods Edge Homeowners are asked not to waste water by watering the grass, but let Mother Nature take its course and water it naturally.

Trees and shrubs on the other hand will die without water. Each Homeowner is encouraged to purchase a hose and assume the responsibility of keeping the roots of trees and shrubs around their building watered during a lengthy dry spell. Replacing dead trees and shrubs is very expensive and could result in an increase of our condo dues. **Note:** Because of the clay base that we are built on, it is possible to water too much and actually drown the plants and grass roots because it doesn't sink into the ground it just lays on the clay.

N.3 **Flowers:** The area from the road to the front of the garage is determined to be a natural area with **in ground planted flowers being the only items allowed there**. No other changes shall be made to any Common Area. (***No artificial flowers, pots, or lawn ornaments***.)

All flower planting will be done at the Homeowner's risk and must be placed where they will not interfere with the landscaper (either mowing or accessing the water spigots.)

a. Flowers may be planted in the ground in the mulched Common and Limited Common Areas. If planted in pots, they may be placed in the Limited Common Areas only.

b. Flowers may be planted in pots and placed on the deck or around the edges of the deck in the Common Area. They may be planted in front of or behind the bushes surrounding the decks, but not in the center walkways to the water spigots.

c. Hanging plants and planters **cannot** be attached to, or hung from, any part of the outside of the unit or deck. Free standing shepherd hooks are allowed.

d. The Homeowner may take responsibility for cleanup of annual plants but the contracted landscape company will have a designated fall clean-up date every year.

N.4 **Mulch:** The Association will be responsible for laying mulch every three years. Homeowners ***may not*** make changes to the color, but may place the same mulch in alternate years at their own expense.

N.5 **Rocks:** Rock borders will be allowed around the edge of the landscaped Common Areas to hold the mulch in.

O. OCCUPANCY

O.1 **Residential Only:** Each unit shall be occupied and used only for private dwelling.

O.2 **Leases of Units:** Any Homeowner may lease a unit for a term of not less than six (6) months. Any lease or rental agreement must be in writing. Lease must comply with all Declarations, By-Laws, and rules as set forth by the Association and a breach of these will be deemed a breach of the lease. Each written lease shall include this provision and must be approved by the Board of Directors.

O.3 If Homeowners are to be gone for any time less than six (6) months, the Board of Directors should be notified in writing as to who will be staying in the unit. The Declarations, By-Laws, and rules of the Corporation must be adhered to by this individual(s) as well.

O.4 No signs, display or activity is permitted that will indicate that the Unit is being used, in part, for any purpose other than that of a dwelling.

O.5 No perceptible noise, odor, smoke, electrical interference, or vibration emanating from the Units is allowed.

O.6 AH required smoke and carbon monoxide detectors are the responsibility of the Homeowner and shall comply with the State Codes.

O.7 When Homeowners cook on their decks, it is their responsibility to have a U.L. approved fire extinguisher available and to control the flames so as not to create a fire hazard.

O.8 No resident shall keep in any Unit or on WOODS EDGE property any combustible substance except for normal household use as designated by manufacturer.

P. SOLICITATION

No solicitation is allowed on the property without the prior written consent of the Board of Directors.

Q. INSURANCE

Q.1 All claims are to be reported immediately to the Management Company and/or Board member in writing.

Q.2 No resident is to file a claim directly with the Association's insurance company;

Q.3 Homeowners and residents should report any claim involving their personal property and home to their own insurance agent. All claims are treated with the same investigative practice and on the same forms. All liability claims are to be reported to the Board of Directors as well.

Q.4 Decisions on reporting property claims are to be made by the Board, in conjunction with the Association's insurance agent or consultant. The Board and Management Company will cooperate with its insurance carriers and their claims representatives at all times.

Q.5 All claims are to be reported on a standard incident report, a copy of which is attached here in the Addendum.

R. RULES RELATING TO CONTRACTORS

R.1 Homeowners shall furnish any contractor performing work on the condominium premises on the Homeowner's behalf with a copy of the Rules and Regulations, along with the name, address and phone number of the Management Company.

R.2 Homeowners shall be responsible for any violations of the Rules and Regulations by any contractor performing work on the premises on their behalf.

R.3 Work shall be completed so as not to adversely affect other Homeowners and according to the Board's rules, regulations and Architectural Control Standards.

R.4 System tie-ins:

a. For work requiring building tie-ins HVAC piping, plumbing piping, electrical, cable, phone, etc., the contractor shall notify the Management Company, in writing 15 days prior to any tie-in work should there need to be any underground wire identification needed.

b. Before the tie-in work is started the contractor shall receive written approval from the Management Company. The written tie-in request shall describe the work being done, and the time it will take to complete the tie-in. The tie-in request shall also include the performing contractor's name and phone contact number(s).

c. The Management Company may wave the 15 day written notification if emergency work is needed.

R.5 Contractor vehicles shall not block the driveways or make the road impassible for other Homeowners.

R.6 No work shall be performed in the Common Areas, except if the Common Area is being worked on.

R.7 Removal of construction materials:

a. The general contractor and/or subcontractor(s) shall make arrangements for discarding of materials. Should a dumpster be required it shall not interfere with the ingress and egress of any building or garage doorway. All dumpster arrangements shall meet with the approval of the Management Company.

b. Ultimately, the removal of construction debris is the responsibility of the Homeowner having the work done.

R.8 Conduct: Professional conduct is required at all time while on the premises. Loud playing of music, offensive language or obscenities in any Unit or Common Area is prohibited.

R.9 Building/Unit Emergencies: The Management Company shall be notified of any and all Building/Unit Emergencies caused in conjunction with remodeling or repair work in a Unit.

R.10 Liability: Homeowners having work done will be held responsible for any and all damage or any extra charge for the cleaning, removal of debris to the Common Areas and/or adjoining units as a result of contractors or carriers work or negligence. Homeowners having work done will be charged for removal of materials or for cleaning of the Common Areas due to construction to their Unit.

R.11 All contractors must provide proof of insurance, including worker's compensation insurance.

VII. ENFORCEMENT, VIOLATION, PROCEDURE & ATTORNEY FEES

A. Sanctions and Penalties. Sanctions and penalties imposed may include the following:

a. Informal letter or reprimand.

b. Formal letter or published notice of reprimand.

c. Loss of voting rights.

d. Correction of violation by Association at the ultimate expense of the violator.

B. Assessments. Assessments may be made:

a. For damages, liquidated and/or actual.

b. For all fees and other expenses incurred by the Corporation including late fees and interest.

c. As prescribed by the Board of Directors or the Grievance Committee.

d. Police action, towing, etc.

e. Action by legal counsel, including court action, liens, and foreclosures.

f. All other judicial sanctions available.

g. Any other action deemed appropriate.

C. Violations may be reported by a Homeowner or Resident to:

C.1 The Management Company or a member of the Board of Directors.

C.2 The Waukesha Police Department, if the violation is an infraction of a City ordinance or any other law.

D. A violation reported to the Management Company/Board Member must be in writing and must contain the following:

D.1 Name of offender and address, if known.

D.2 Violation observed and brief description thereof.

D.3 Time and place of occurrence or, if a continuing violation, the time or times of observance of the occurrence.

D.4 Name, address and telephone number of the reporting Homeowner or Resident.

E. Upon receipt of a complaint the Management Company and Board of Directors shall attempt to resolve the matter by:

E.1 Obtaining voluntary correction of the violation, and/or

E.2 Obtaining voluntary payment of an appropriate fine as per the Penalties Section of these rules, and/or

E.3 Any other solution to which the complainant, the alleged offender and/or Board of Directors agree.

F. If the Management Company/Board of Directors is unable to resolve the matter, or upon request of the owner as set forth in Section H below, the matter shall be submitted to the Grievance Committee.

G. Grievance Committee Rules and Procedures

G.1 The Grievance Committee shall consist of a member of the Board of Directors, who will act as the Chairperson, and six (6) members at large of the Association who are chosen by the Board. The members at large shall not be officers or members of the Board of Directors of the Association.

G.2 Each member at large shall serve for one (1) year.

G.3 For any grievance hearing, the Chairperson and three (3) of the six (6) members at large shall serve. A majority vote of the Committee will determine the action and decisions of the Committee. The Chairperson shall not cast a vote except to break a tie.

G.4 Members serving on any Grievance Committee must not be directly or indirectly involved in the specific dispute at hand.

G.5 Upon receipt by the Grievance Committee of a grievance, the Chairperson shall proceed as follows:

a. If in the sole opinion of the Chairperson immediate correction of the violation is sufficient, a letter shall be sent to the offender by certified mail, return receipt requested, stating the alleged facts and asking for immediate compliance or an explanation for noncompliance within five (5) business days following receipt thereof.

b. If mere compliance is not sufficient, if the offender fails to respond to the prior referred to letter, or if such response is insufficient, a second letter shall be sent certified mail, return receipt requested informing all parties:

i. Of the time, place and date of a hearing before the Grievance Committee.

ii. Of the right to counsel.

iii. That evidence shall be received and a record made whether or not the party complained against attends.

iv. That, if found in violation, a fine may be imposed in accordance with the Penalties Section, plus costs and actual attorney fees incurred by the Association.

v. That any such fine imposed may be secured by filing a lien against the subject Unit, as prescribed by law.

c. At least five (5) business days prior to convening of the hearing, the Chairperson of the committee will notify all parties making the Grievance and all parties being complained against of the hearing date, time, and location.

d. The hearing shall be divided into two (2) sections:

i. **The Hearing**. The Hearing Section shall be open to only the Committee, Board of Directors, the parties involved, their attorneys and witnesses.

ii. **The Determination and Decision**. The Determination and Decision Section of the meeting shall be open only to the Committee. The decision will be rendered in writing to concerned parties within five (5) business days of the hearing.

e. If the complainant, or their representative, fails to appear at the hearing without a valid excuse acceptable by the Committee Chairperson, the grievance shall be dismissed without prejudice and reasonable and necessary costs incurred by the responding party assessed against the complaining party.

f. If the alleged offender fails to appear, the complainant must prove his grievance and no presumption can be made against the alleged offender for non-appearance.

g. The burden of proof shall be on the complainant to prove the grievance by a preponderance of the evidence.

G.6 The decision of the Grievance Committee is final, non-appealable and binding upon all parties.

G.7 If the decision involves a specific assessment or charge, the Board of Directors shall have the option of adjusting the charge, although it shall not exceed doubling the original charge.

H. FINES

Each violation of the Rules and Regulations, By-laws or the Condominium Declaration shall be punishable by all means set forth in the By-laws, Condominium Declaration or any law and/or by one or more of the following:

H.1 **A WRITTEN WARNING for a Unit Owner or resident's first violation** of the Condominium Documents. In addition, a member of the Board may attempt to contact the offending party to explain the violation and the need that all residents and Unit owners comply with the Condominium Documents.

H.2 **FIFTY DOLLARS ($50.00)** shall be assessed against a resident or Unit Owner for a second violation of the Condominium Documents (or for the violation that remains after the Unit Owner has received the warning letter discussed in H.1.a). The second violation does not need to be the same violation as the first violation in order for the $50 fine to be assessed.

H.3 **ONE HUNDRED DOLLARS ($100.00)** shall be assessed against a resident or Unit Owner for each successive violation of the Condominium Documents.

H.4 Notwithstanding paragraphs (a-c) immediately above, **FIVE HUNDRED DOLLARS ($500.00) shall be assessed for each violation** of the Condominium Documents, when in the sole opinion of the Board of Directors the violation meets one or more of the following criteria:

a. The violation is in direct defiance of a previous mandate from the Board of Directors.

b. The violation was malicious in its intent.

c. The violation is evidence of a pattern of the resident's or Unit Owner's non-compliance with the Condominium Documents.

d. The violation is of such a nature that the violation cannot be corrected and/or that direct monetary restitution cannot be determined. (*e.g. if alterations are made that cannot be restored to their original state.*).

H.5 For any amounts not paid to the Association when due, compound interest at the rate of 1.5% per month shall be added to the outstanding balance. For any amounts not paid when due the Homeowner and/or resident shall pay all costs of collection, including actual attorney fees.

H.6 Each day that a violation exists shall be a new violation subject to fine at the discretion of the Board.

H.7 **Attorney Fees**

a. The Board may also assess a unit owner who has violated the Condominium Documents for the actual attorney fees incurred associated with reviewing the facts and Condominium Documents and advising the Board.

b. In the event that the Association retains an attorney to collect any funds due, enforce any rule within its governing documents, bring any claim against a unit owner or defend any claim or allegation by a unit owner, including any counterclaim, the Association shall, if it is the prevailing party in the claim or defense, be entitled to collect from the unit owner all of its costs and expenses, including reasonable attorney fees. In the event that the Association retains an attorney to represent the Association's interest in a suit filed by the unit owner's mortgage company in which the Association is a named defendant, the Association shall be entitled to collect from the unit owner all of its costs and expenses, including reasonable attorney fees. **This Rule does not apply to owners' fair housing complaints, neither**.

H.8 Any Unit Owner or resident who has been accused of violating the Condominium Documents or been fined may demand that the matter be heard by a Grievance Committee as detailed in Section G above. Such demand must be in writing and provided to the Board of Directors within 14 calendar days of the notice of the violation or fine. If no demand is made within 14 calendar days, then the finding of a violation and/or fine shall be final and binding. If a demand is timely made, the matter shall be submitted to the Grievance Committee within seven (7) days.

I. INTEREST AFFECTED

All Homeowners shall be responsible for all actions of their guests, tenants, and tenants' guests. In the case of the alleged offender being a tenant, a copy of all notices shall be mailed by certified mail to the Homeowner affected; and the Homeowner shall be entitled to attend the hearing, and present evidence as prescribed above.

J. REMEDIES NON-EXCLUSIVE

J.1 The provisions of these rules and regulations shall in no way limit or restrict any other remedies or rights as set forth in the Condominium Declaration or the Condominium Act of the laws of the State of Wisconsin (Chapter 703) and shall not be exclusive, but shall be in addition to all other remedies provided by the Condominium Declaration and the laws of the State of Wisconsin.

J.2 In the event that the Association retains an attorney to collect any funds due, enforce any rule, bring any claim against a unit Homeowner or defend any claim or allegation by a unit Homeowner, including any counterclaim, the Association shall, if it is the prevailing party in the claim or defense, be entitled to collect from the unit Homeowner all of its costs and expenses, including reasonable attorney fees.

K. EXCESSIVE CONTACT

Residents shall not engage in any abusive or harassing behavior, either verbal or physical, or any form of intimidation or aggression directed at other condominium members, residents, guests, occupants, invitees; or, directed at management, its agents, its employees, or vendors.

Harassing behavior will include any unwelcome contact, and excessive contact (email, texts, phone calls, mail, or visits to a home or place of service) to management, its agents, its employees, or vendors; the Board, or other Woods Edge residents.

Excessive is defined as more than one (1) contact; either email, text, phone call, mail, or visit to place of service, per week about the same subject or concern.

If a question has been asked and answered and is still being asked, that will be construed as excessive.

If a Unit Owner has more than one concern, they should be addressed in one communication. Those concerns may be acted on individually or as a group by the Board or management company, dependent upon the concerns or situations. The Unit Owner will be notified by the Board or management company what determination was made about their concern by email, if possible, or mail.

In addition, no Unit Owner may interfere with any contracted vendor performing work at the direction of the Board or the Management Company. That will be deemed as harassment and may be subject to possible fines.

Finally, any disruptive or harassing behavior by a Unit Owner or his or her proxy holder at an owners' meeting may result in fines being assessed to the Unit Owner.

CLOSING

The community lifestyle associated with condominium Homeownership is unique and in such a community it is imperative that a harmonious atmosphere is achieved and preserved. It is most important that the rights of others are recognized and protected while, at all times, acting in the best interest of the community as a whole.

The preceding rules were formulated for the purpose of governing the day to day use of the property and the activities of Homeowners and visitors alike. They were prepared using the best judgment of the Board of Directors and are based on Wisconsin Condominium Law and the Corporation Declaration and By-Laws:

> **Please be advised that Homeowners, dependents, guests, and any other individuals using the property are subject to the Declaration, Bylaws, and Rules of the Corporation**.

Ignorance of the rules after they have been duly published, will not be a defense or basis for non-compliance.

These rules are your rules and you all share the responsibility of enforcing them. Review them carefully and thoroughly to your satisfaction of understanding. Inasmuch as no set of rules can address every conceivable situation, it is expected that these rules will, from time to time, be altered and/or excepted, as experience dictates. If you feel any rule or portion thereof is unreasonable, or if you have any suggestions toward making them more comprehensive or easily understood, please submit your written comments to the Board of Directors. Your constructive criticism is welcome.

The preceding rules, and those which may be adopted in the future, are in addition to the Declaration, and By-laws and in the event of a conflict, the Declaration and By-laws shall govern.

September 11, 2025

TO: ALL MEMBERS OF WOODS EDGE OWNERS ASSOCIATION

RE: REVISED RULES & REGULATIONS

- Page 15, Common & Limited Common Areas, Section V(a8) and V(b6)
- Page 16, Parking, Section VI(A)

The Board of Directors has adopted revisions to the above sections of the Rules & Regulations. The revisions are attached to this notice and are effective immediately.

After you have had a chance to review the revisions, please be sure to remove and dispose of pages 15 and 16 of your current Rules & Regulations Booklet and replace them with the attached pages.

As the owner, you are responsible for ensuring that a copy of the Rules and Regulations is presented to any tenants and/or guests. Should you ever need an additional copy, you can obtain it by logging in to the Woods Edge "Town Square" website via www.HuntManagement.com. It can be found in the Documents section of TownSq within the Association Information folder.

Should you have any questions, please do not hesitate to contact me.

Thank you,

Michael Landre

Michael Landre
Hunt Management Inc.
Management Company Woods Edge Owner Association

10520 N. Baehr Road, Suite Q
Mequon, WI 53092

HuntManagement.com
mlandre@HuntManagement.com

Phone: (262)238-1480
Fax: (262)238-1485

attached to the unit or the deck. The immediate neighbors on either side must agree to the size of the wind chimes being placed there.

A.6 Battery powered, or solar lights, may be placed within common areas from April 1st thru November 1st so as not to interfere with any snow removal functions.

A.7 Children's pools (with limitation of 6 feet in width) may be placed within the common area but must be removed immediately after use. They may not be stored outside of the unit.

A.8 Children's sandboxes may be placed in the common area, but must be removed immediately after use. During the summer months it may remain covered on the deck. It must be removed during the winter.

A.9 Any outdoor furniture placed within the common areas must be removed immediately after use.

B. LIMITED COMMON AREAS. Limited Common Areas are common elements identified in a declaration, or condominium plat, *as reserved for the exclusive use of one or more, but less than all of the unit Homeowners.*

B.1 Every Homeowner and Resident must maintain the Limited Common Areas appurtenant to his unit in clean and proper conditions. No objects or structures, other than movable patio furniture or decorative pieces, shall be placed thereon. Every Homeowner shall have the right to decorate the limited common area appurtenant to his unit in a non-structural manner.

B.2 Walks and drives shall be kept neat and clean.

B.3 Homeowners and Residents are prohibited from storing bicycles, wagons, or strollers in the Common area, or Limited Common Area, outside Units, on lawns, or decks. They must be stored in the garage areas or in the Homeowner's or Resident's unit.

B.4 Clothes lines are not permitted outside of the units. Homeowners my place lines in their garages, but door must remain ¾ shut when clothes are hanging there. Hanging or drying items such as wash, clothing, other apparel or rugs on decks is prohibited.

B.5 Major alterations, such as the installation of awnings, sunshades, canopies, or screens are prohibited. Hot Tubs are also prohibited.

B.6 According to International Fire Code 308.1.4, open-flame cooking devices such as propane grills and charcoal grills may NOT be operated on decks or within 10-feet of a building. When not in use, grills may be stored on the deck, but must be covered and all propane tanks must be disconnected. Electric grills are permitted.

B.7 Bird feeders, bird baths and lawn ornaments will be allowed in the Limited Common Areas.

B.8 Appropriate size flags and banners may be displayed in the Limited Common Area, but may not be attached to the exterior of the unit or the deck.

B.9 Appropriate holiday decorations may be placed within Limited Common Areas, but must be removed within 3 weeks after the holiday.

VI. RULES AND REGULATIONS

A. PARKING

Due to limited visitor parking within Woods Edge, residents are required to **use their driveway and garage parking spaces for all vehicles registered to be on their property.** This in effect **permits two vehicles per unit within the complex.**

A.1 Homeowners and Residents should encourage visitors to use their driveway when possible to ensure there is ample visitor parking available at Woods Edge. A visitor is defined as anyone not residing in a Woods Edge Condominium Unit. **If a visitor's vehicle is on the premises more than six (6) nights it will no longer be considered a visitor and must follow the regulations of the residents.**

A.2 Unit Homeowners need to advise the Management Company, **in writing**, of any **special circumstances** that relate to visitor parking where they expect to park in a guest area for a period that extends to 5 nights or more. Approval by the Board of Directors is required.

A.3 Visitor parking may be used by the Homeowners for short periods of time during the day. However, the driveway should be the Homeowners' first choice. **No Homeowners are permitted overnight in visitor parking without Board approval.**

A.4 There is to be **NO** parking on the streets **AT ANY TIME** be Visitors or Homeowners.

A.5 All vehicles owned, leased, or otherwise operated by Residents of Woods Edge and parked on Woods Edge property shall be registered with the Association. A written warning will be issued for vehicles that are not registered withing 30 days of occupancy. If the vehicle is not registered after 10 days of the written warning, this will be considered a violation, and the Association will issue a fine.

A.6 Permitted Vehicles are passenger type automobiles, (SUVs, Pick Ups, Vans), having no more than four entry doors (but including station wagons or hatchbacks having rear access) in a fully operable and drivable condition.

A.7 Non permitted Vehicles are any vehicles, which are not operable or without current license plates and registration. A commercial vehicle of any sort with logos, signs, ladders, and rooftop mounts shall be strictly prohibited on the grounds. The only exception is if a vehicle is garaged with the door closed.

WOODS EDGE OWNER'S ASSOCIATION, INC.

DISCLOSURE MATERIALS

SECTION H

STATUTORY RESERVE ACCOUNT STATEMENT

WC3278193-001

Document Number

001325 MAY 20 05

STATUTORY RESERVE ACCOUNT STATEMENT

3278193

REGISTER'S OFFICE
WAUKESHA COUNTY, WI
RECORDED ON

05-20-2005 11:52 AM

MICHAEL J. HASSLINGER
REGISTER OF DEEDS

REC. FEE: 4.00
REC. FEE-CO: 5.00
REC. FEE-ST: 2.00
TRAN. FEE:
TRAN. FEE-STATE:
PAGES: 1

Re: Woods Edge Owner's Association, Inc.
Condominium, being a condominium created under the Condominium Ownership Act of the STATE OF WISCONSIN by a "Declaration of Condominium for Woods Edge Owner's Association, Inc. Condominium", dated the 30th day of October, 1996 and recorded the 2nd day of December, 1996 in the Office of the Register of Deeds for Waukesha County, Wisconsin, in (Reel)(Vol.) 2352 of Records, at (Images) (Pages) 0094 through 0124, as Document No. 2175801 and by a Condominium Plat (hereinafter "Condominium").

The Condominium (~~shall~~) (shall not) have a Statutory Reserve Account, as described in Wis. Stat. § 703.163, effective April 26, 2005, . This determination is made by the (~~Declarant~~) (Association with the written consent of a majority of the Unit votes).

If the Condominium will not have a Statutory Reserve Account, it is anticipated that future expenditures for the repair and replacement of the common elements will be funded by:

A Non-Statutory Reserve Account and such other means as available by law.

Recording Area

Name and Return Address
Jeffrey S. Hunt
Hunt Management Inc.
6100 W. Executive Drive, Suite K
Mequon, WI 53092

Parcel Identification Number (PIN)

Dated this 26th day of April, 2005.

Adam Majerus
* Adam Majerus
Title: President

Rosemary Riemer
* Rosemary Riemer
Title: Secretary

AUTHENTICATION

Signature(s)

authenticated this _____ day of _____, _____

*

TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, _____ authorized by §706.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY

Jeffrey S. Hunt

(Signatures may be authenticated or acknowledged. Both are not necessary.)

ACKNOWLEDGMENT

STATE OF WISCONSIN,)
) ss.
Waukesha County.)

Personally came before me this 26th day of April, 2005, the above named

Adam Majerus and
Rosemary Riemer

to me known to be the person s who executed the foregoing instrument and acknowledged the same.

Jeffrey S. Hunt
* _____
Notary Public, State of Wisconsin
My Commission is permanent. (If not, state expiration date: February 9, 2007.)

*Names of persons signing in any capacity should be typed or printed below their signature.

Hunt Management Inc 6100 W Executive Dr Ste K Mequon, WI 53092-4471
Phone: (262) 238 - 1480 Fax: (262) 238 - 1485 Jeffery S. Hunt

jeff

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WOODS EDGE OWNER'S ASSOCIATION, INC.

DISCLOSURE MATERIALS

SECTION I

OTHER IMPORTANT INFORMATION AND DOCUMENTS