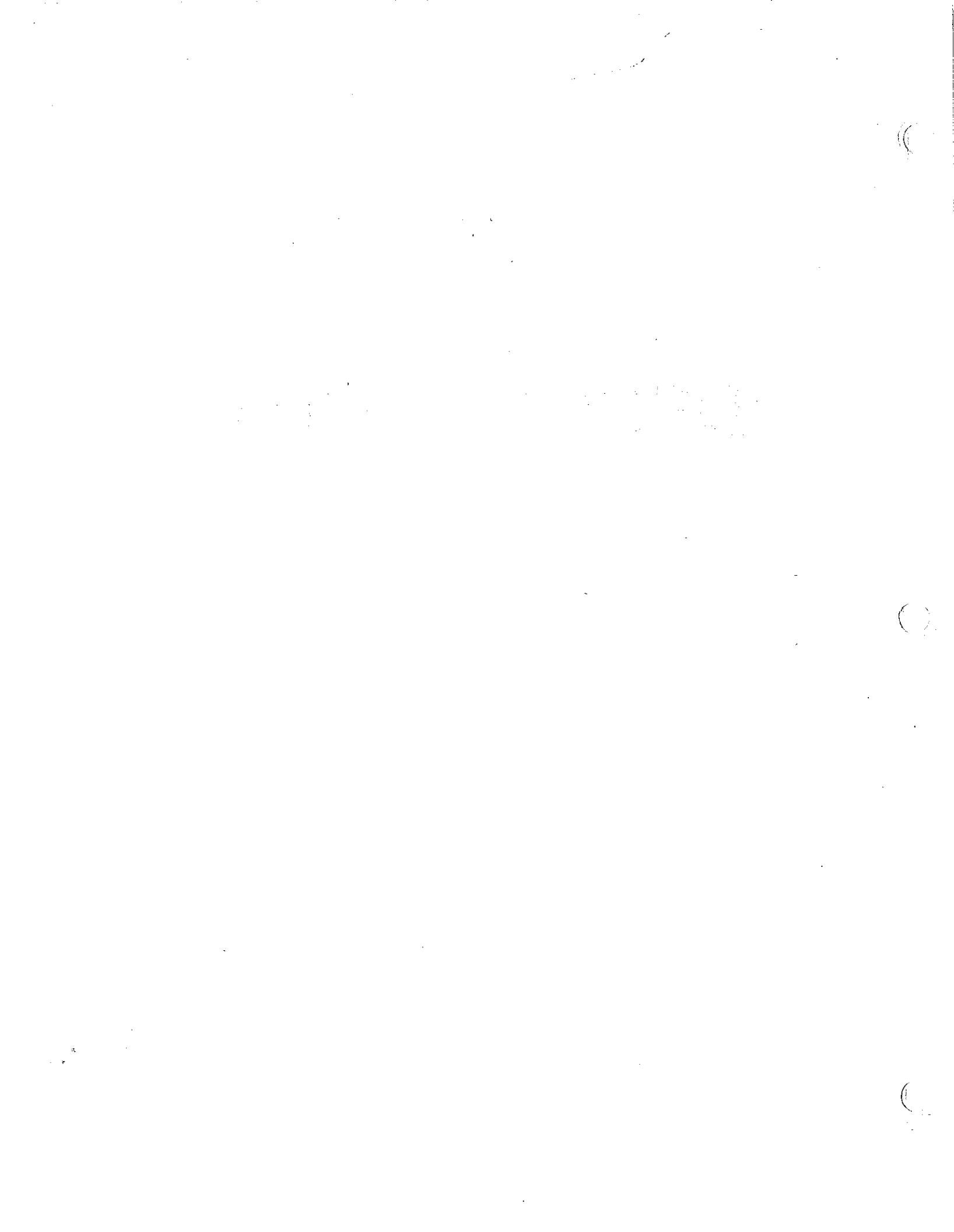

DECLARATION



A1-4 G

82574
82575
82576
82577
82578
82661

REL 523 MAR 1496

Street

NORTH MEADOW HOMES
Planned Unit Development

January 19, 1970

Justo
448034
448035
448036
448037
448038
448877

FHA File #28

MAR-25-70 24592 • 4516802 LI CARC • 6110

THE MEADOW HOMES COMPANY
Developer

4516802

REGISTRY'S OFFICE
Wichita County, Wyo.
RECORDED AT 490 P

on MAR 25 1970 in
Reel 223 Image 1496 to 1545 incl

Adel Hrbinski
Register of Deeds

Agreement 109 3/1/70
Justo
448034

- Amendment 4553429
- Amendment 4592530-529
- Amendment 4637319
- Amendment 4649877
- Amendment 4671423
- Amendment 4784370
- Amendment 4812571
- Amendment 4840384

81
58
54
87

4516802

A-223-776-75

TABLE OF CONTENTS

I. Declaration of Conditions, Covenants, Restrictions and
Easements Regarding NORTH MEADOW HOMES.

<u>A. Article I - Definitions</u>	<u>Page</u>
Section 1 - Association	2
Section 2 - Owner	2
Section 3 - Properties	2
Section 4 - Common Area	3
Section 5 - Unit	3
Section 6 - Developer	3
Section 7 - Mortgage	3
Section 8 - Mortgagee	4
Section 9 - FHA	4
Section 10- VA	4
<u>B. Article II - Description And Identification Of The Buildings</u>	
Section 1 - Code Identification	4
Section 2 - Description of Residential Buildings	4
Section 3 - Identification of Units	5

C. Article II - Property Rights and Obligations of Owners

	<u>Page</u>
Section 1 - Value	6
Section 2 - Percentage of Ownership	6
Section 3 - Owners Easements of Enjoyment	6
Section 4 - Owners Right to Ingress and Egress and Support	7
Section 5 - Use of Units	7
Section 6 - Use of Common Area	7
Section 7 - Prohibition of Damage and Certain Activities	7
Section 8 - Animals	9
Section 9 - Rules and Regulations	9
Section 10- Delegation of Use	9
Section 11- Parking Rights	9

D. Article IV - Association Membership And Voting Rights

Section 1 - Membership	9
Section 2 - Voting	10
Section 3 - Amplification	12

E. Article V - Rights and Obligations of the Association

Section 1 - The Common Area	12
Section 2 - Services	13
Section 3 - Personal Property for Common Use	14
Section 4 - Rules and Regulations	15
Section 5 - Implied Rights	15
Section 6 - Restriction on Capital Improvements	15

	<u>Page</u>
F. <u>Article VI - Covenant For Assessments</u>	
Section 1 - Agreement to Pay Assessment	16
Section 2 - Purpose of Assessments	16
Section 3 - Maximum Annual Assessment	17
Section 4 - Special Assessments for Capital Improvements	18
Section 5 - Notice of Meetings	18
Section 6 - Uniform Rate of Assessment	19
Section 7 - Date of Commencement of Annual Assessments	19
Section 8 - Lien For Assessments	20
Section 9 - Effect of Nonpayment of Assessments: Remedies of the Association	23
Section 10- Subordination of the Lien to Mortgages	24
G. <u>Article VII - Architectural Control</u>	
Section 1 - Architectural Control Committee Authority	25
H. <u>Article VIII - Party Walls</u>	
Section 1 - General Rules of Law to Apply	27
Section 2 - Sharing of Repair and Maintenance	27
Section 3 - Destruction by Fire or Other Casualty	27
Section 4 - Right to Contribution Runs With Land	28
Section 5 - Encroachments	28

	<u>Page</u>
I. <u>Article IX - Insurance</u>	
Section 1 - Obligation of Owners	28
Section 2 - Right of Association to Acquire	29
Section 3 - Partial or Total Destruction	29
Section 4 - Additional Insurance Provisions	29
Section 5 - Destruction and Reconstruction	30
J. <u>Article X - Stage Developments and Annexation</u>	
Section 1 - Staged Development	31
Section 2 - Annexation Without Association Approval	32
Section 3 - Legal Requirements	33
K. <u>Article XI - General Provisions</u>	
Section 1 - Enforcement	33
Section 2 - Severability	34
Section 3 - Amendment	34
Section 4 - FHA/VA Approval	35
Section 5 - Registered Agent for Service of Process	36
L. <u>Exhibits A - E</u>	
A. Legal Description of First Stage	
B. Legal Description of Common Area to First Stage	
C. Detailed Plans of the First Stage	
D. Description Required by Article II, Section I	
E. Legal of Proposed Six Stages	

REC 523 MAR 1501

DECLARATION OF CONDITIONS, COVENANTS,
RESTRICTIONS AND EASEMENTS
REGARDING NORTH MEADOW HOMES

Recorded _____, 1970,
at _____, M., Vol. _____ of
Deeds, at page _____, as Document
No. _____, in the office of
the Register of Deeds for Milwaukee County,
Wisconsin.

THIS DECLARATION is made pursuant to the Unit Ownership Act
of the State of Wisconsin Sections 230.70 through 230.97
of the Wisconsin Statutes, this 16th day of
MARCH, 1970, by THE MEADOW HOMES COMPANY,
a partnership, (hereinafter called "the Developer"),

W I T N E S S E T H :

WHEREAS, the Developer is the sole owner of certain real property
described in Exhibit A attached hereto.

NOW THEREFORE the Developer hereby declares that all of the
property described in Exhibit A shall be held, sold and
conveyed subject to the following easements, restrictions,
covenants and conditions, which are for the purpose of

protecting the value and desirability of, and which shall run with, the real property and shall be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof.

ARTICLE I - Definitions

Section 1. "Association" shall mean and refer to THE NORTH MEADOW HOMES ASSOCIATION, INC., a corporation organized pursuant to Chapter 181 of the Wisconsin Statutes, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Unit which is a part of the properties including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property described in Exhibit A appended hereto and such additions thereto as may hereafter be annexed by amendment to this Declaration.

Section 4. "Common Area" shall mean and refer to all real property and facilities described in Exhibit B. Each Owner shall have an undivided interest in the Common Area and facilities in the proportion as set forth in Article III.

Section 5. "Unit" shall mean and refer to those plots of land, with the improvements thereon, shown upon that recorded plat of survey of the properties set forth in Exhibit C, designated by number and letter, which shall be recorded pursuant to Wisconsin Statutes Section 230.82.

Section 6. "Developer" shall mean and refer to THE NORTH MEADOW HOMES COMPANY, a partnership, its successors and assigns.

Section 7. "Mortgage" shall mean any Mortgage, or other security instrument by which a Unit or any part thereof is encumbered.

Section 8. "Mortgagee" shall mean any person named as the Mortgagee under any Mortgage under which the interest of any Owner is encumbered, or any successor to the interest of such person under such Mortgage.

Section 9. "FHA" shall mean The Federal Housing Administration.

Section 10. "VA" shall mean The Veterans Administration.

ARTICLE II

Description And Identification Of The Buildings

Section 1. Code Identification. Each building shall be specifically designated in a numerical, sequential order, and each Unit will be designated by a letter with the combination of number and letter to be the specific designation of each Unit as set forth in Exhibit C attached hereto and a part of this Declaration.

Section 2. Description of Residential Buildings. The residential buildings on the real estate described herein in this Declaration each contain either eight (8) or ten (10) Units and are fully described in Exhibit D attached hereto and made a part of this Declaration. Said buildings contain five (5)

levels, including a basement, and are constructed principally of wood, brick, concrete, and cedar. Additional construction details are set forth in Exhibit D. Complete construction details are contained in the working plans and drawings available for inspection at the office of the Developer. The eleven (11) buildings comprising Stage One as set forth in Article X, Section 1, are located on the real estate as indicated in the survey at Exhibit C attached hereto and made a part of this Declaration. Each of the buildings contains either six (6) or eight (8) three (3) bedroom Units and two (2) four (4) bedroom Units and all of the Units contain, in addition to the bedrooms, a dining - kitchen - family room, bathroom, living room and basement.

Section 3. Identification of Units. A Unit shall mean and refer to any plot of land, with the improvements thereon consisting of a portion of a residential building having a separate front, rear, and/or side entrance, enclosed rooms or areas occupying said building and bounded along the outer boundaries of the building as such boundaries are shown on

the building and floor plans attached hereto as Exhibit C together with all facilities and improvements therein contained and including the land underneath same.

ARTICLE III

Property Rights and Obligations of Owners

Section 1. Value. The value of each Unit shall be its assessed value and the value of the Properties shall be the sum of the Unit values.

Section 2. Percentage of Ownership. Each owner shall own an undivided interest in the Common Area and facilities with all other Owners. The percentage of ownership shall be 1/106. As any new area is annexed as provided in this Declaration, the percentage of ownership shall be determined as the number one (1) divided by the total number of Units actually constructed and within the provisions of this Declaration after such annexation.

Section 3. Owners Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Unit.

Section 4. Owners Right to Ingress and Egress and Support.

Each Owner shall have the right to ingress and egress over, upon and across the Common Area necessary for access to his Unit, and shall have the right to lateral support for his Unit and such rights shall be appurtenant to and pass with the title to each Unit.

Section 5. Use of Units. Each Unit shall be used for

residential purposes only, and no trade or business of any kind may be carried on therein. Lease or rental of a Unit for residential purposes shall not be considered to be a violation of this covenant.

Section 6. Use of Common Area. There shall be no

obstruction of the Common Area, nor shall anything be kept or stored on any part of the Common Area without the prior written consent of the Association except as specifically provided herein. Nothing shall be altered on, constructed in, or removed from the Common Area except upon the prior written consent of the Association.

Section 7. Prohibition of Damage and Certain Activities.

Nothing shall be done or kept in any Unit or in the Common Area or any part thereof to increase

the rate of insurance on the Properties or any part thereof over what the Association, but for such activity, would pay, without the prior written consent of the Association. Nothing shall be done or kept in any Unit or in the Common Area, or any part thereof, which would be in violation of any Statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body. No damage to, or waste of, the Common Area or any part thereof or of the exterior of the Properties and buildings shall be committed by any Owner or any invitee of any Owner and each Owner shall indemnify and hold the Association and the other Owners harmless against all loss resulting from any such damage or waste caused by him or his invitees, to the Association or other Owners. No noxious, destructive or offensive activity shall be carried on in any Unit or in the Common Area or any part thereof. Nor shall anything be done therein which may be or may become an annoyance or nuisance to any other Owner or to any other person at any time lawfully residing in the Properties.

Section 8. Animals. The Association may, by rules and regulations, prohibit or limit the raising, breeding or keeping of animals in any Unit or on the Common Area or any part thereof.

Section 9. Rules and Regulations. No Owners shall violate the rules and regulations for the use of the Units and of the Common Area as adopted from time to time by the Association.

Section 10. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, or this Declaration, his right of enjoyment to the Common Area and facilities to the members of his family, to the tenants of his Unit or contract purchasers of his Unit who reside on the property and only to said individuals.

Section 11. Parking Rights. Every Owner shall be entitled to the exclusive right and use of at least one parking space which shall be assigned by the Association.

ARTICLE IV

Association Membership And Voting Rights

Section 1. Membership. Every Owner shall be entitled and required to be a member of the Association. If title to a Unit is held by more than one person,

each of such persons shall be members. An Owner of more than one Unit shall be entitled to one membership for each Unit owned by him. Each such membership shall be appurtenant to the Unit upon which it is based and shall be transferred automatically by conveyance of that Unit. No person or entity other than an Owner or Developer may be a member of the Association, and a membership in the Association may not be transferred except in connection with the transfer of title to a Unit; provided, however, that the rights of voting may be assigned to a Mortgagee as further security for a loan secured by a lien on a Unit.

Section 2. Voting. The Association shall have two classes of voting membership:

- a) Class A. Class A members shall be all Owners with the exception of the Developer and shall be entitled to one vote for each Unit owned. When more than one person holds an interest in any Unit, all such persons shall be members. The vote for such Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Unit. There can be no split

vote. Prior to the time of any meeting at which a vote is to be taken, each co-owner shall file the name of the voting co-owner with the Secretary of the Association in order to be entitled to a vote at such meeting, unless such co-owners have filed a general voting authority with the Secretary applicable to all votes until rescinded.

b) Class B. The Class B member(s) shall be the Developer and shall be entitled to three votes for each Unit owned or which may be built as set forth in Article X. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- 1) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- ii) on MARCH 16, 1975.

Section 3. Amplification. The provisions of this Article are to be amplified by the Articles of Incorporation of the Association and by the By-laws of the Association, provided, however, that no such amplification shall substantially alter or amend any of the rights or obligations of the Owners set forth herein.

ARTICLE V

Rights and Obligations Of The Association

Section 1. The Common Area. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Area and all improvements thereon (including furnishings and equipment related thereto), and shall keep the same in good, clean, attractive and sanitary condition, order and repair. The Association shall be responsible for the maintenance and repair of exterior surfaces of all buildings on the Properties, including, without limitation, the painting of the same as often as necessary, the replacement of trim and

264

caulking, the maintenance and repair of roofs; gutters and downspouts; the maintenance and repair of all Common Area, including utility lines and all other improvements or material located within or used in connection with the Common Area, including the Common plumbing drains and stacks up to the trap connection for plumbing fixtures. The specification of duties of the Association with respect to particular Common Area shall not be construed to limit its duties with respect to other Common Areas, as set forth in the first sentence in this Section.

Section 2. Services. The Association may obtain and pay for the services of any person or entity to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper operation of the Properties, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or which it contracts. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Properties or the enforcement of this Declaration. The Association may arrange with others to furnish

water, trash collection, sewer service
and other common services to each Unit.

Section 3. Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all of the Owners tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be deemed to be owned by the Owners in the same proportion as their respective interests in the Common Areas. Such interest shall not be transferable except with the transfer of a Unit. A transfer of a Unit shall transfer to the transferee ownership of the transferor's beneficial interest in such property without any reference thereto. Each Owner may use such property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of other Owners. The transfer of title to a Unit under foreclosure shall entitle the purchaser to the interest in such personal property associated with the foreclosed Unit.

Section 4. Rules and Regulations. The Association may make reasonable rules and regulations governing the use of the Units and of the Common Areas, which rules and regulations shall be consistent with the rights and duties established in this Declaration.

Section 5. Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration or by law, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

Section 6. Restriction on Capital Improvements. During a period of five years from date of this Declaration, the Association may not authorize capital improvements to the Common Area except for replacement or repair of those items set forth in the plans at Exhibit C and except for personal property related to the maintenance of the Common Area and buildings, provided however that such capital improvements may be made with the approval of two-thirds (2/3) of the Owners and with the approval of Developer.

ARTICLE VI

Covenant For Assessments

Section 1. Agreement to Pay Assessment. Developer for each Unit owned by it within the Properties, and for and as the Owner of the Properties and every part thereof, hereby covenants, and each Owner of any Unit by the acceptance of a deed therefore, whether or not it be so expressed in the deed, shall be deemed to covenant and agree with each other and with the Association to pay to the Association for the purposes provided in this Declaration, for special assessments, for capital improvements, and for any other matters as provided in this Declaration. Such assessments shall be fixed, established and collected from time to time in the manner provided in this Article.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area, and of the exterior of the buildings

situated upon the Properties, and such emergency repairs as the Association may deem necessary.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Unit by Developer to an Owner, the annual assessment shall be _____

dollars (\$ _____) per Unit constructed.

- a) From and after January 1 of the year immediately following the conveyance of the first Unit by Developer to an Owner, the annual assessment may be increased each year not more than 3% above the assessment for the previous year without a vote of the membership.
- b) From and after January 1 of the year immediately following the conveyance of the first Unit to an Owner, the annual assessment may be increased above 3% by a vote of two-thirds (2/3) of each Class of members who are voting in person or by proxy, at a meeting duly called for this purpose.
- c) The Board of Directors may fix the annual assessment at an amount not in excess of

the amounts set forth herein.

Section 4. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area including fixtures and personal property related thereto, or the properties, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each Class of voting members who are voting in person or by proxy at a meeting duly called for this purpose and during the first five (5) years, subject to the further provisions of Article V, Section 6.

Section 5. Notice of Meetings. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 or 4 shall be sent to all members and any mortgagee who shall request such notice in writing not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence

of members or of proxies entitled to cast sixty per cent (60%) of all the votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Units and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments. The annual assessments provided for herein shall commence as to all Units on the first day of the month following the conveyance of the first Unit by the Developer. The first annual assessment shall be adjusted according to the number of months then remaining in that calendar year. The Board of Directors shall fix the amount of the annual assessment against each Unit at least thirty

(30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Unit have been paid.

Section 8. Lien For Assessments. All sums assessed to any Unit pursuant to this Article, together with interest thereon as provided herein, shall be secured by a lien on such Unit in favor of the Association. Such lien shall be superior to all other liens and encumbrances on such Unit, except only for:

- a) Liens of general and special taxes; and
- b) a lien for all sums unpaid on a first Mortgage, or on any Mortgage to Developer, duly recorded in the Milwaukee County, Wisconsin real estate records, prior to the

making of such assessment, including all unpaid obligatory advances to be made pursuant to such Mortgage and all amounts advanced pursuant to such Mortgage and secured by the lien thereof in accordance with the terms of such instrument.

- c) Construction liens filed prior to the making of such assessment.

All other lienors acquiring liens on any Unit after this Declaration, which liens shall have been recorded in said records shall be deemed to consent that such liens shall be inferior to future liens for assessments, as provided herein, whether or not such consent be specifically set forth in the instruments creating such liens.

To evidence a lien for sums assessed pursuant to this Article, the Association may prepare a written notice of lien setting forth the amount of the assessment, the date due, the amount remaining unpaid, the name of the Owner of the Unit and a description of the Unit. Such a notice shall be signed by the

Association and may be recorded in the office of the County Clerk and Recorder of Milwaukee County, Wisconsin. No notice of lien shall be recorded until there is a delinquency in payment of the assessment. Such lien may be enforced by judicial foreclosure by the Association in the same manner in which mortgages on real property may be foreclosed in Wisconsin. In any such foreclosure, the Owner shall be required to pay the costs and expenses of filing the notice of lien and all reasonable attorneys' fees. All such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Association any assessments against the Unit which shall become due during the period of foreclosure. The Association shall have the right and power to bid at the foreclosure sale or other legal sale and to acquire, hold, convey, lease, rent, encumber, use and otherwise deal with the Unit as the Owner thereof.

A release of notice of lien, shall be executed by the Association and recorded in the Milwaukee County, Wisconsin real estate records, upon payment of all sums secured by a lien which

has been made the subject of a recorded notice of lien.

Any encumbrancer holding a lien on a Unit may pay, but shall not be required to pay, any amounts secured by the lien created by this Section, and upon such payment such encumbrancer shall be subrogated to all rights of the Association with respect to such lien, including priority.

The Association shall upon written request report to any encumbrancer of a Unit any unpaid assessments remaining unpaid for longer than ninety (90) days after the same shall have become due; provided, however, that such encumbrancer first shall have furnished to the Association written notice of such encumbrance.

Section 9. Effect of Nonpayment of Assessments: Remedies of the Association

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 10 per cent per annum. The Association may bring an action at law against the Owner personally obligated to

pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Unit. A suit to recover a money judgment for unpaid expenses hereunder shall be maintainable without foreclosing or waiving the lien securing the same.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage which was recorded prior to the making of such assessment. Sale or transfer of any Unit shall not affect the assessment lien. However, the sale or transfer of any Unit pursuant to mortgage foreclosure shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer and such unpaid assessments shall be deemed to be common expenses collectible from all of the Owners excluding the acquirer, his successor and assigns. No sale or transfer shall relieve such Unit from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE VIIArchitectural Control

Section 1. Architectural Control Committee Authority. No exterior additions or alterations to any building on the Properties, additional fences, or changes in existing fences, hedges, walls, walkways and other structures shall be commenced, erected or maintained except such as are installed or approved by the Developer in connection with the initial construction of the buildings on the Properties, until the plans and specifications showing the nature, kind, shape, height, materials, location and approximate cost of same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding buildings in the subdivision by an Architectural Committee composed of the Board of Directors of the Association, or by a representative or representatives designated by the Board of Directors. In the event said committee, or its designated representatives, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, and if no suit to enjoin the

making of such additions, alterations or changes has been commenced within sixty (60) days of application, such approval will be deemed to have been given. If no application has been made to the Architectural Committee or their representatives, suit to enjoin or remove such additions, alterations or changes may be instituted at any time. Neither the members of the Architectural Committee nor its designated representatives shall be entitled to compensation to themselves for services performed pursuant to this paragraph, but compensation may be allowed to independent professional advisors retained by the Architectural Committee. Exterior antennae shall not be placed on any building without the approval of the Architectural Committee or its designated representatives. During the time which the Association has Class B members, the Architectural Committee must have the written approval of the Developer. A meeting may be called for this purpose or the members may give written approval when practical.

ARTICLE VIIIParty Walls

- Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the buildings upon the Properties and placed on the dividing line between the Units shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.
- Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.
- Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty and it is not covered by insurance, any Owner who has used the wall may restore it, and shall contribute to the cost of restoration thereof in proportion to their use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule or law regarding liability for negligent or willful acts or omissions.

Section 4. Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 5. Encroachments. Some of the Units in each building may be aesthetically and functionally designed with drains, air conditioning equipment and other structures that encroach or overhang adjoining Units. The Owner of each Unit hereby takes title subject to a perpetual easement for any such overhang or encroachment and each encroaching or overhanging Unit or other structure, drain, or air conditioning equipment may be repaired, rebuilt or replaced in such a fashion as to permit these overhangs and encroachments to be reestablished but not enlarged without consent of the servient Owner and the Association.

ARTICLE IX

Insurance

Section 1. Obligation of Owners. Each Owner shall be obliged to carry fire and extended coverage insurance on his Unit in the amount of the full insurable value (replacement value) of said Unit, and shall submit proof of said insurance to the Association from time to time upon request. No government agency as an Owner shall be required to carry said insurance.

Section 2. Right of Association to Acquire. In the event that an Owner fails to provide the required insurance, the Board of Directors of the Association shall provide for fire and extended loss insurance coverage of the building or any portion thereof in the amount of the full insurable value (replacement value), and may assess the cost thereof against the Unit of any Owner who fails to provide satisfactory proof of insurance as provided in Section 1 above. The amounts of protection shall be reviewed by the Board of Directors at least annually and the amount of coverage required by them may be increased or decreased at any time it is deemed necessary as determined by the Board of Directors to conform to the requirements of full insurable value.

Section 3. Partial or Total Destruction. In the event of partial or total destruction of a building or buildings and it is determined to repair or reconstruct such building or buildings in accordance with Section 5 hereof, the proceeds of the insurance shall be paid to the Association to be held in trust for the Owners to be applied to the cost hereof. If it is determined not to reconstruct or repair, then the proceeds shall be distributed to the Owners and their Mortgagees, if any, as their respective interests may appear.

Section 4. Additional Insurance Provisions. The Board of Directors shall provide public liability insurance

covering the Common Area and facilities in such amounts as may be determined at the discretion of the Board of Directors from time to time. The Board of Directors may also provide workmen's compensation insurance and fidelity bonds on such officers and employees and in such amounts as is determined by the Board of Directors to be necessary from time to time.

Section 5. Destruction and Reconstruction. In the event of a partial or total destruction of a building or buildings, they shall be rebuilt and repaired as soon as practicable and substantially to the same design, plan and specifications as originally built, unless within 90 days of the date of the damage or destruction all Owners agree not to rebuild or repair. On reconstruction the design, plan and specifications of any building or Unit may vary from that of the original upon approval of the Association, provided, however, that the number of square feet of any Unit may not vary by more than 5% from the number of square feet for such Unit as originally constructed, and the location of the buildings shall be substantially the same as prior to the damage or destruction. The proceeds of any insurance collected for such damage or destruction shall be available to the Association for the purpose of repair or reconstruction as provided in Section 3 hereof.

The Association shall have the right to levy assessments against the Units involved in the event that the proceeds of any insurance collected are insufficient to pay the estimated or actual costs of repair or reconstruction.

ARTICLE X

State Developments and Annexation

Section 1. Staged Development. It is the intention, although not the obligation of the Developer to construct and annex additional buildings and real estate to the governing provisions of this Declaration on real estate which is described in Exhibit E attached hereto, which description includes the real estate described at Exhibit A. In the event of annexation, stages will be divided generally in the following proportions:

<u>Stage</u>	<u>Buildings</u>	<u>Units</u>	<u>Parking</u>
1	11	106	231
2	10	94	184
3	14	132	253
4	9	94	192
5	9	90	192
6	6	60	100

Section 2. Annexation Without Association Approval. The additional land within the area described in Exhibit E may be annexed by the Developer without the consent of members of the Association within five years of the date of this instrument provided that the FEA and/or VA determine that the annexation is in accordance with the general and detailed plan heretofore approved by them. If, within five years of the date of this instrument, the FEA or the VA determines that the detailed plans for the annexed property are not in accordance with the general and detailed plan on file and either agency so advises the Association and the Developer, the development of the additional lands must have the assent of two-thirds of the Class A members who are present and voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty days, nor more than sixty days in advance of the meeting, setting forth the purpose of the meeting. At this meeting the presence of members or of proxies entitled to cast at least 60% of all of the votes of the Class A membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called subject to the notice

requirement set forth above, and the required quorum at any such subsequent meeting shall be members or proxies entitled to cast thirty per cent (30%) of the votes of each class of membership. No such subsequent meeting shall be held more than sixty days following the preceding meeting. The Developer retains the right to apply or not to apply for or to withdraw application for either FHA or VA insurance at any time.

Section 3. Legal Requirements. The Properties, Buildings and Owners located upon any annexed land shall become subject to the provisions of this Declaration upon filing the appropriate amendment executed by the Developer and without the consent of Owners required in Article XI, Section 3.

ARTICLE XI

General Provisions

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any

Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. If these restrictions are enforced by appropriate proceedings by any such Owner or Owners, such Owner or Owners may be reimbursed by the Association for all or any part of the cost incurred in the discretion of the Board of Directors of the Association.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Unit subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions of this

Declaration may be amended during the first thirty (30) year period by an instrument signed by not less than ninety per cent (90%) of the Unit Owners, and thereafter by an instrument signed by not less than seventy-five per cent (75%) of the Unit Owners except as provided in Article X, Section 2. Any amendment must be properly recorded. In the event that the permanent character of the percentage of the undivided interest of each Owner in the Common Area as expressed in Article III, Section 2 is to be altered, than such amendment altering such percentage formula must have the consent of all Owners expressed in an amended declaration duly recorded.

Section 4. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration if application for FHA or VA mortgage insurance has been made and not withdrawn: Annexation of additional Properties, dedication of Common Area, and amendment of this Declaration of Covenants and Restrictions.

Section 5. Registered Agent for Service of Process. The initial registered agent for service of process shall be James J. Barden, 125 East Wells Street, Milwaukee, Wisconsin. Change of agent for service of process may be accomplished by resolution of the Board of Directors of the Association and upon proper filing of said name with the Register of Deeds of Milwaukee County.

IN WITNESS WHEREOF, the said MEADOW HOMES COMPANY, a partnership, has caused this document to be signed by its partner, THE METROPOLITAN HOLDING COMPANY by _____, and _____ and by its partner THE URBAN SHELTER GROUP, INC. by Sheldon B. Lubar, its president and James J. Barden, its secretary.

Witnesses

METROPOLITAN HOLDING COMPANY


by: Melvin Dolsin
MELVIN DOLSIAN
by: David Siegel
DAVID SIEGEL

THE URBAN SHELTER GROUP, INC.

(No copy sent) By: Sheldon B. Lubar
Sheldon B. Lubar, President
by: James J. Barden
James J. Barden, Secretary

STATE OF WISCONSIN }
COUNTY OF MILWAUKEE } SS

Personally came before me this 16th day of
MARCH, 1970, the above named
MELVIN GOLDIN AND DAVID SIEGEL
Sheldon B. Lubar^{RESIDENT} and James J. Barden^{SECRETARY} to me known to
be the persons who executed the foregoing Declaration and
acknowledged the same.


Earl D. Lillydahl, Jr.
Notary Public, Milwaukee County,
Wisconsin

My Commission is permanent

This instrument was drafted by Attorney James J. Barden

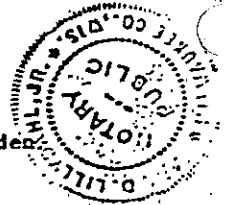


Exhibit A

THE FOLLOWING IS THE LEGAL DESCRIPTION
OF STAGE I
NORTH MEADOWS

Known as
Wisconsin.

North 95th Street, in the City of Milwaukee, Milwaukee County,

Lot 1 in Block 1 and Lot 2 in Block 2 in NORTH MEADOWS, being a Subdivision of a part of the S
E 1/4 and the N E 1/4 of the S E 1/4 of Section 5, T 8 N, R 21 E, in the City of Milwaukee,
Milwaukee County, Wisconsin.

Exhibit B

THE FOLLOWING IS THE LEGAL DESCRIPTION OF COMMON
AREA FOR STAGE I "NORTH MEADOWS"

Lot 1 in Block 1 and Lot 2 in Block 2 in NORTH MEADOWS, being a Subdivision of a part of the SE 1/4 and the NE 1/4 of the SE 1/4 of Section 5, T 8 N, R 21 E, in the City of Milwaukee, Milwaukee County, Wisconsin, excepting therefrom Building 1 (8827), Building 2 (8836), Building 3 (8842), Building 4 (8848), Building 5 (8854), Building 6 (8860), Building 7 (8866), Building 8 (8872), Building 9 (8878), Building 10 (8884), Building 11 (8867), all on North 95th Street.

REEL 523 MAG 1540

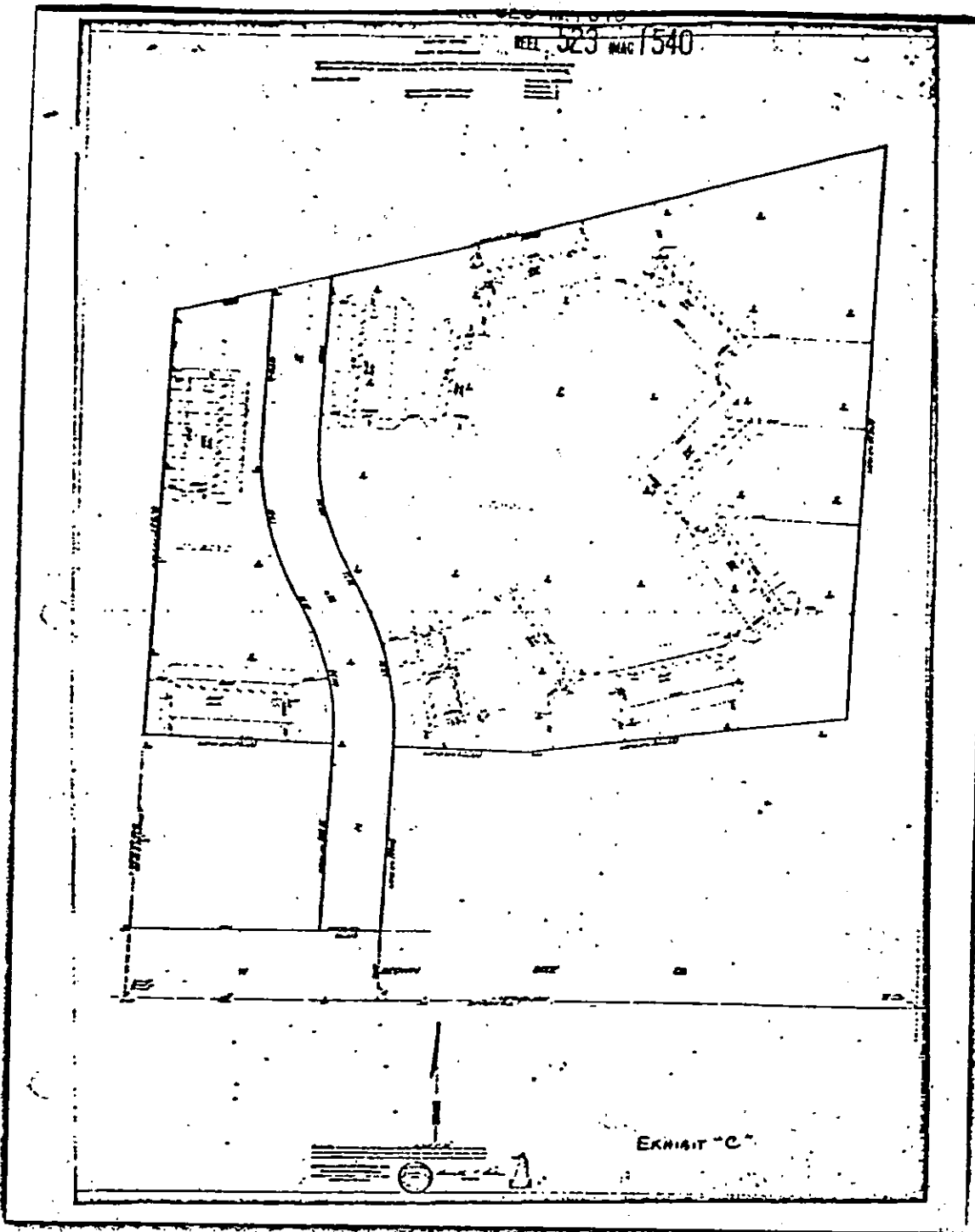


EXHIBIT C

Exhibit D

BUILDING CODE IDENTIFICATION

<u>Building No.</u>	<u>Address</u>	<u>Unit No.</u>
2-2 Building 1	8827 North 95th Street	A-K
Building 2	8836 North 95th Street	A-H
Building 3	8842 North 95th Street	A-K
Building 4	8848 North 95th Street	A-K
1-1 Building 5	8854 North 95th Street	A-K
Building 6	8860 North 95th Street	A-K
Building 7	8866 North 95th Street	A-K
Building 8	8872 North 95th Street	A-K
Building 9	8878 North 95th Street	A-H
Building 10	8884 North 95th Street	A-K
2-2 Building 11	8867 North 95th Street	A-K

10
10

THE FOLLOWING IS THE LEGAL DESCRIPTION
OF STAGE I
NORTH MEADOWS

Known as North 95th Street, in the City of Milwaukee, Milwaukee County,
Wisconsin.

Lot 1 in Block 1 and Lot 2 in Block 2 in NORTH MEADOWS, being a Subdivision of a part of the S
E 1/4 and the N E 1/4 of the S E 1/4 of Section 5, T 8 N, R 21 E, in the City of Milwaukee,
Milwaukee County, Wisconsin.

THE FOLLOWING IS THE LEGAL DESCRIPTION OF
STAGE II "NORTH MEADOWS":

Known as North 91 Street, in the City of Milwaukee, Milwaukee County, Wisconsin.

That part of Lot 2 in Block 1 in NORTH MEADOWS, being a Subdivision of a part of the SE 1/4 and the NE 1/4 of the SE 1/4 of Section 5, T 8 N, R 21 E, in the City of Milwaukee, Milwaukee County, Wisconsin, bounded and described as follows:

Commencing at the Southeast corner of said 1/4 Section; thence North $02^{\circ}24'40''$ East along the East line of said 1/4 Section 383.67 ft. to a point; thence South $83^{\circ}05'24''$ West 55.74 ft. to a point in the West line of North 91st Street, (East line of Block 1), which is the point of beginning of the land to be described;

thence South $83^{\circ}05'24''$ West 551.55 ft. to a point, said point being the Southeast corner of Lot 1, Block 1, thence North $02^{\circ}24'10''$ East along the Easterly line of Lot 1 Block 1 aforesaid, 615.00 ft. to a point; thence South $87^{\circ}35'50''$ East 544.35 ft. to a point in the West line of North 91st Street, (East line of Block 1); thence South $02^{\circ}24'40''$ West along the West line of North 91st Street 525.75 ft. to the point of beginning.

LEGAL DESCRIPTION OF STAGE III
NORTH MEADOWS

Known as North 95th Street, in the City of Milwaukee, Milwaukee County,
Wisconsin.

Lot 3 in Block 2 in NORTH MEADOWS, being a Subdivision of a part of the S E 1/4 and the N E 1/4 of the S E 1/4 of Section 5, T 8 N, R 21 E, in the City of Milwaukee, Milwaukee County, Wisconsin, and that part of Lot 2 in Block 1 in said North Meadows which is bounded and described as follows:

Commencing at the Northwest corner of Lot 1 in said Block 1; thence North $02^{\circ}24'10''$ East along the East line of North 95th Street 692.08 ft. to a point; thence Northerly along the Easterly line of North 95th Street 202.76 ft. on the arc of a curve whose center lies to the East, whose radius is 272.90 ft. and whose chord bears North $23^{\circ}41'14''$ East 198.12 ft. to a point; thence North $44^{\circ}58'18''$ East along the Easterly line of North 95th Street 278.34 ft. to a point; thence Northerly along the Easterly line of North 95th Street 146.61 ft. on the arc of a curve whose center lies to the West, whose radius is 280.68 ft. and whose chord bears North $30^{\circ}00'09''$ East 144.95 ft. to the Northwest corner of said block 1. Thence South $74^{\circ}57'20''$ East along the South line of West Allyn Street 30.00 ft. to a point; thence Easterly along the South line of West Allyn Street 143.61 ft. on the arc of a curve whose center lies to the South, whose radius is 1457.20 ft. and whose chord bears South $72^{\circ}07'56''$ East 143.55 ft. to a point; thence South $02^{\circ}24'10''$ West 1018.58 ft. to a point in the Northerly line of Lot 1 Block 1, thence South $75^{\circ}53'40''$ West along the Northerly line of Lot 1 aforesaid 516.28 ft. to the point of beginning.

THIS PARCEL IS COMBINED STAGES III AND V.

LEGAL DESCRIPTION OF STAGE IV
NORTH MEADOWS

Known as North 91st Street, in the City of Milwaukee, Milwaukee County, Wisconsin.

That part of Lot 2 in Block 1 in NORTH MEADOWS, being a Subdivision of a part of the SE 1/4 and the NE 1/4 of the SE 1/4 of Section 5, T 8 N, R 21 E, in the City of Milwaukee, Milwaukee County, Wisconsin, bounded and described as follows:

Commencing at the Southeast corner of said 1/4 Section; thence North 02°24'40" East along the East line of said 1/4 Section 900.40 ft. to a point; thence North 87°35'50" West 55.00 ft. to a point in the West line of North 91st Street, which is the point of beginning of the land to be described;

thence North 87°35'50" West 544.35 ft. to a point, said point being the Northeast corner of Lot 1 Block 1; thence South 75°53'40" West along the Northerly line of Lot 1 aforesaid 78.76 ft. to a point; thence North 02°24'10" East 1018.58 ft. to a point in the South line of West Allyn Street; thence Southeasterly on the South line of West Allyn Street 147.74 ft. along the arc of a curve whose center lies to the Southwest, whose radius is 1457.20 ft. and whose chord bears South 66°24'16" East 147.67 ft. to a point; thence South 63°30'00" East along the South line of West Allyn Street 161.71 ft. to a point; thence Easterly on the South line of West Allyn Street 344.75 ft. along the arc of a curve whose center lies to the North, whose radius is 820.00 ft. and whose chord bears South 75°32'40" East 342.22 ft. to a point in the West line of North 91st Street; thence South 02°24'40" West along the West line of North 91st Street 805.32 ft. to the point of beginning.

THIS PARCEL IS COMBINED STAGES IV AND VI

AMENDMENT TO
DECLARATION OF CONDITIONS, COVENANTS,
RESTRICTIONS AND EASEMENTS
REGARDING NORTH MEADOW HOMES

OCT 14 1970
Rec 554 Page 894 to
Add Milwaukee 917
Register of Deeds
Mull

THIS AMENDMENT is made to that Declaration of Conditions, Covenants, Restrictions and Easements Regarding North Meadow Homes (hereinafter referred to as the "Declaration") executed March 16, 1970 by The Meadow Homes Company, a partnership, (hereinafter referred to as "The Developer") and recorded March 25, 1970 in the Office of the Register of Deeds for Milwaukee County, Wisconsin at Book 523, Images 1496 to 1545 inclusive, Document No. 4516802.

WITNESSETH:

WHEREAS, the Developer desires to amend the Declaration pursuant to the provisions of Article XI, Section 3 of the Declaration, and

WHEREAS, the Developer is the owner of not less than ninety per cent (90%) of the Units.

NOW THEREFORE, the Developer hereby declares that the following amendments be and they hereby are made to the provisions of the Declaration.

1. The Declaration shall include, as an addendum to Exhibit C, the following Exhibits being recorded and included as part of the Declaration on even-date of this Amendment.
 - a. Exhibit C - 1 being a survey showing the exterior boundary lines and locations of all buildings as erected and other improvements on said property including unit designations and dimensions, all certified by a registered engineer pursuant to the provisions of Section 230.82 of the Wisconsin Statutes.
 - b. Exhibits C - 2 through C - 5 being a set of floor plans for buildings 2 and 9, including a verified statement of the architect required by Wisconsin Statutes, Section 230.82.

- c. Exhibits C - 6 through C - 9 being the floor plans for buildings 1, 3, 4, 5, 6, 8, 10 and 11, including a verified statement of the architect required by Wisconsin Statutes Section 230.82.
2. Article II, Section 2 - The third sentence of this Section shall refer to Exhibit C rather than Exhibit D.
3. Article VI, Section 3 - The first sentence of this Section shall indicate the annual assessments shall be "One Hundred Eight and No/100 Dollars (\$108.00)".
4. Exhibit E, Page 1 is amended to include the full number and street designation as "8827-8847 North 95th Street".

This instrument shall be referred to as "Amendment No. 1 to Declaration of Conditions, Covenants, Restrictions and Easements regarding North Meadow Homes", and the substance of this Amendment has been approved by the Federal Housing Administration pursuant to the provisions of Article XI, Section 3.

Dated at Milwaukee, Wisconsin this 14th day of October, 1970.

IN WITNESS WHEREOF, THE MEADOW HOMES COMPANY has caused this document to be signed by its partner, THE METROPOLITAN HOLDING COMPANY, by Melvin Goldin and David F. Siegel and by its partner THE URBAN SHELTER GROUP, INC., by Sheldon B. Lubar, its President and James J. Barden, its Secretary.

METROPOLITAN HOLDING COMPANY

By: *Melvin Goldin*
Melvin Goldin
By: *David F. Siegel*
David F. Siegel

THE URBAN SHELTER GROUP, INC.

By: *Sheldon B. Lubar*
Sheldon B. Lubar, President
By: *James J. Barden*
James J. Barden, Secretary

No Corporate Seal

STATE OF WISCONSIN }
MILWAUKEE COUNTY } ss.

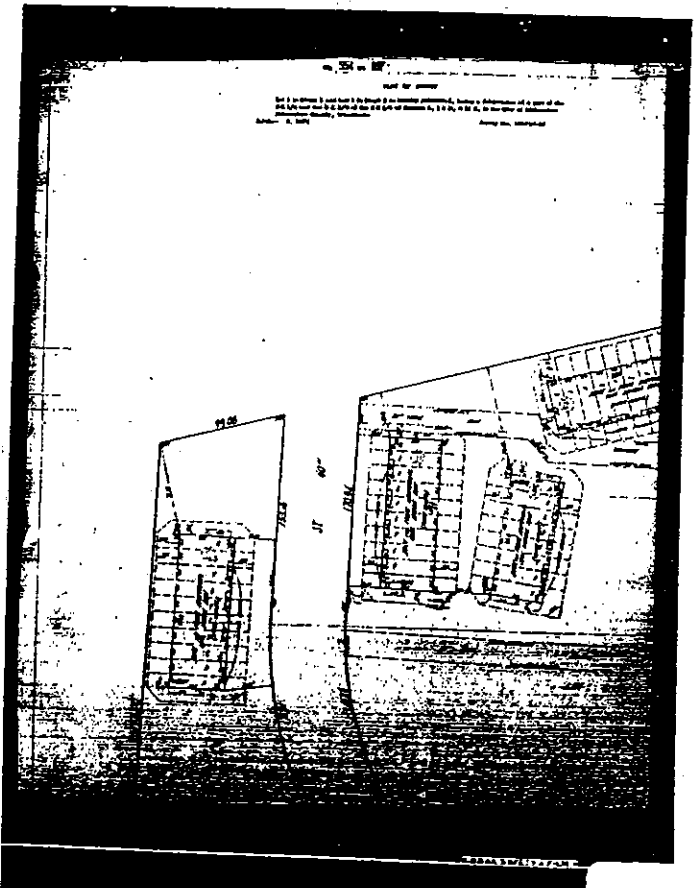
Personally came before me this 14th day of October, A. D., 1970, the above named Melvin Goldin, David F. Siegel, Sheldon B. Lubar, and James J. Barden, as known to be the persons who executed the foregoing instrument and acknowledged the same.

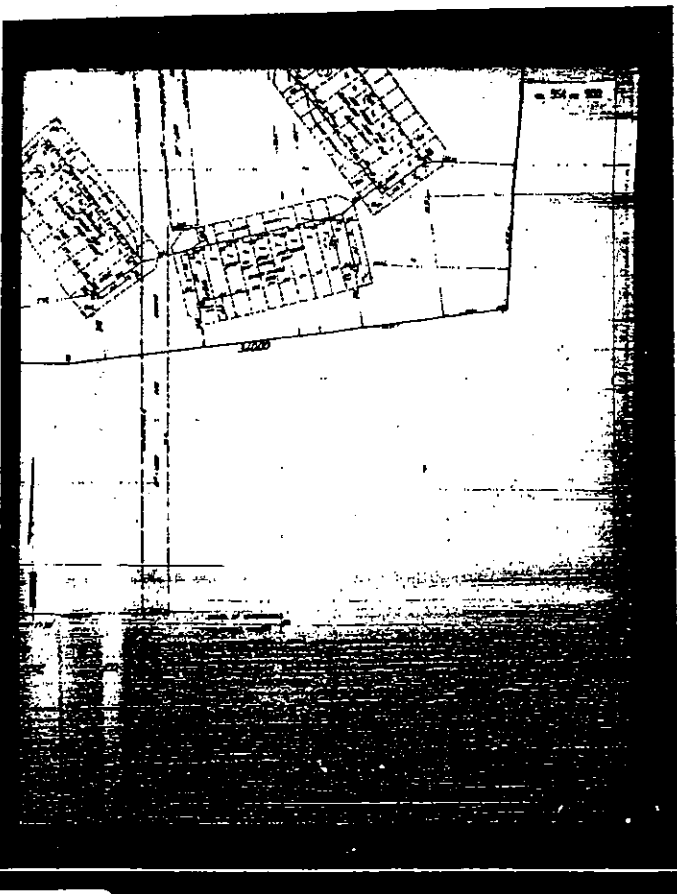
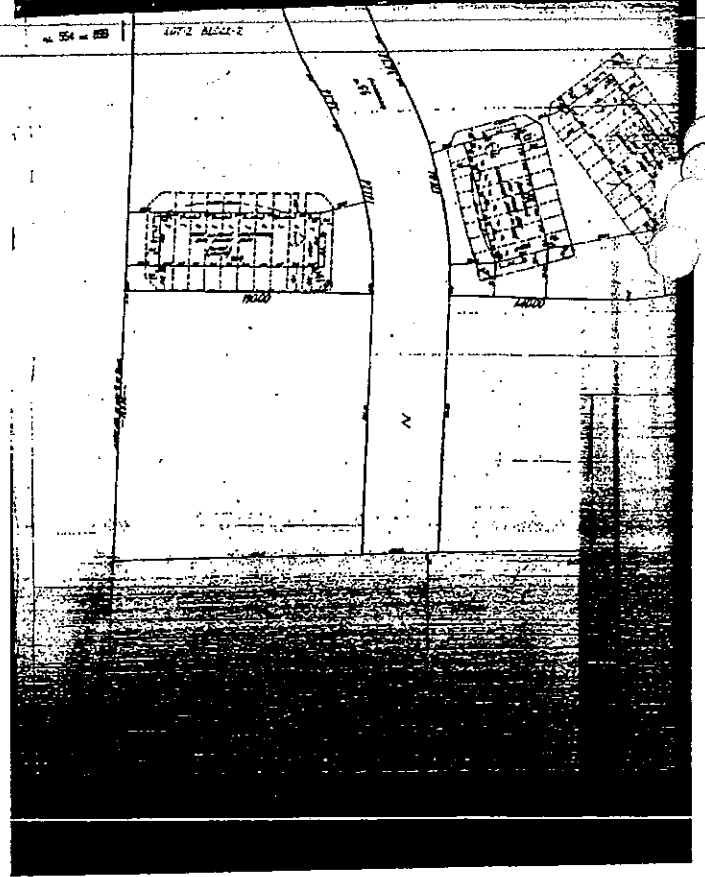
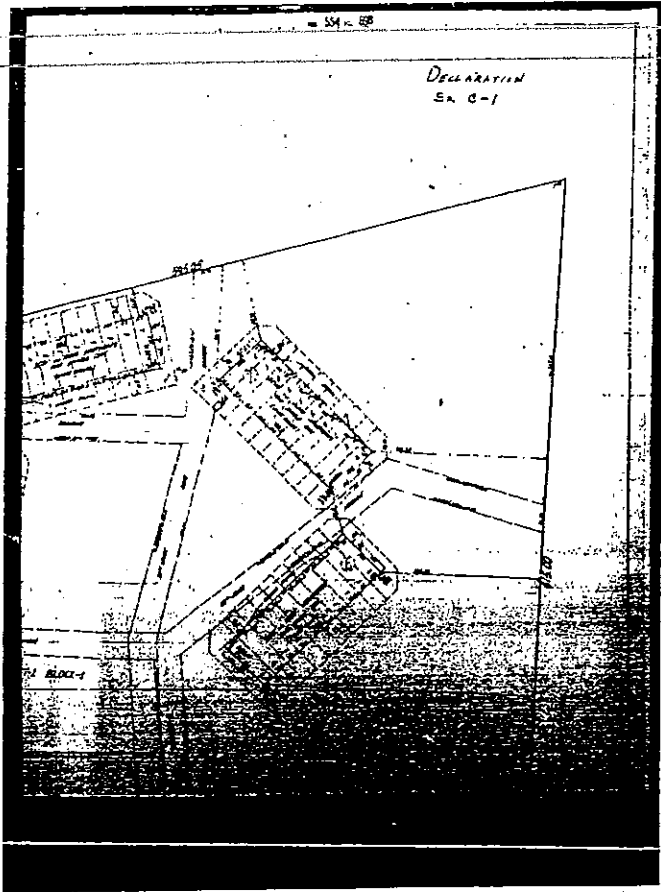
James H. Heary
James H. Heary
Notary Public
Milwaukee County, Wisconsin

My commission expires:
September 29, 1974



This instrument was drafted by Attorney James J. Barden.





554-901

STATE OF WISCONSIN }
MILWAUKEE COUNTY } ss.

JOHN BARRON SHEPHERD, being first sworn on oath deposes and says that he is the architect for the project known as South Meadow Homes and that the attached is a portion of the plan of Buildings 2 and 9 as filed with and approved by the City of Milwaukee, having jurisdiction over the issuance of permits for the construction of said Buildings, and that such plan substantially depicts the plans as erected.

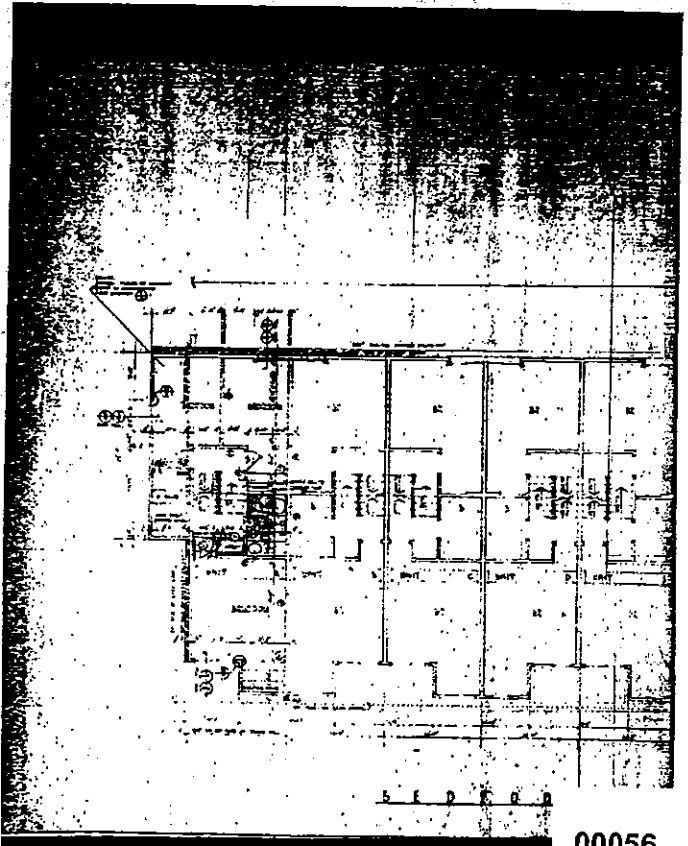
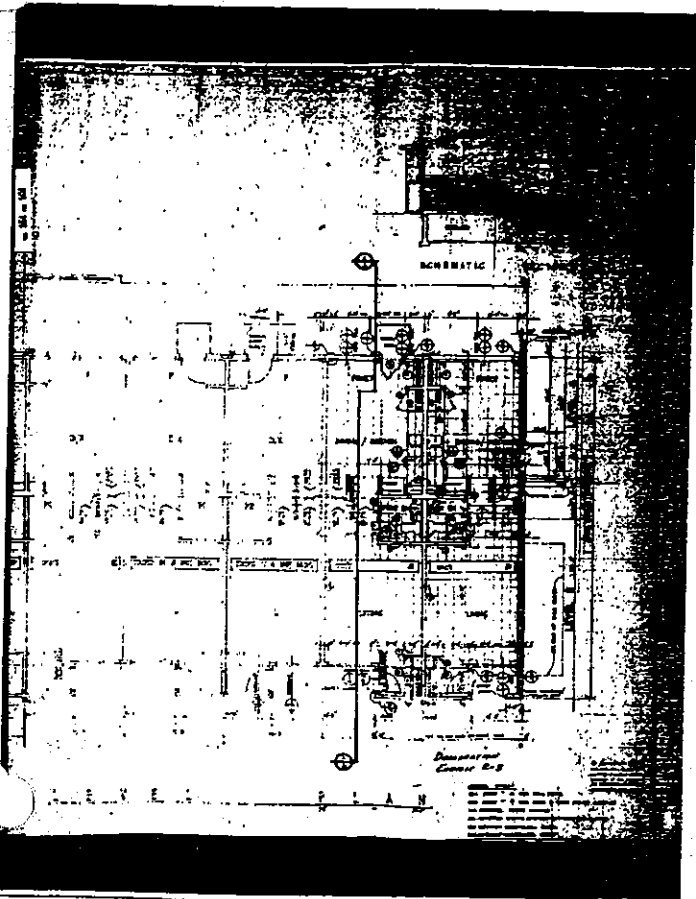
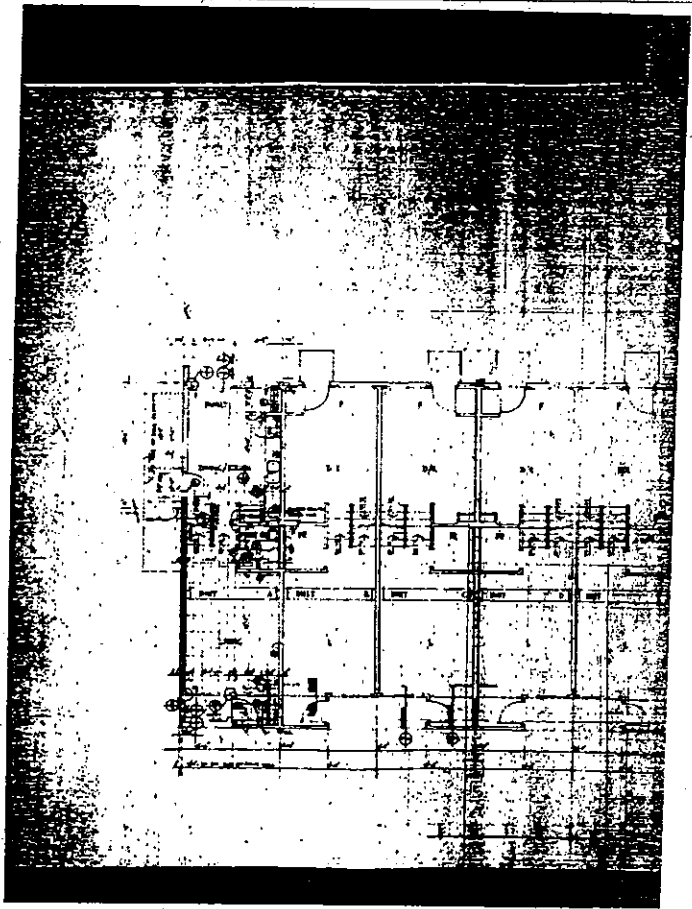
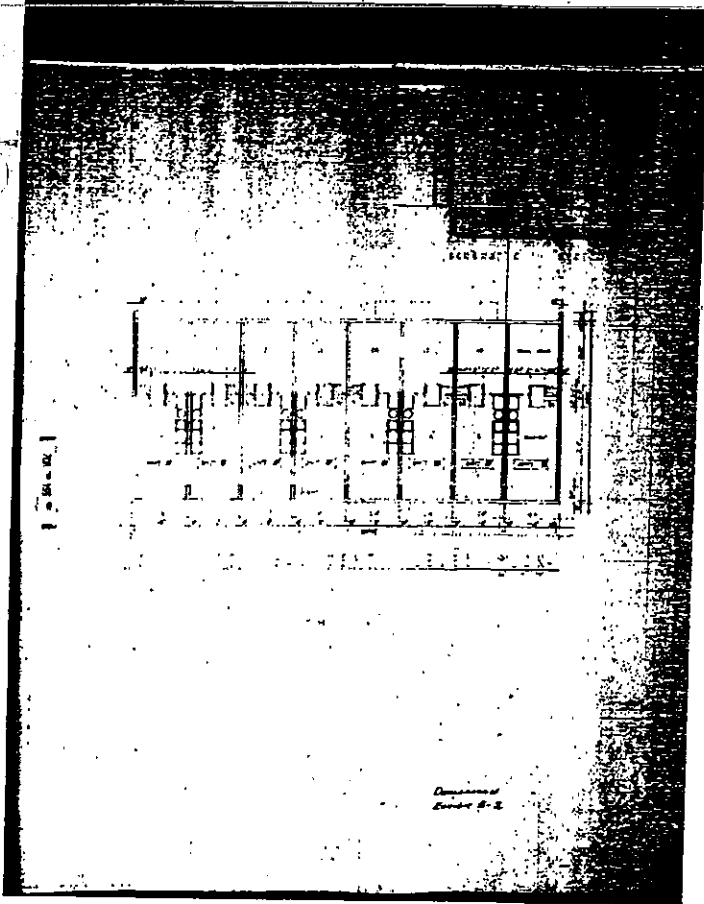
John Barron Shepherd

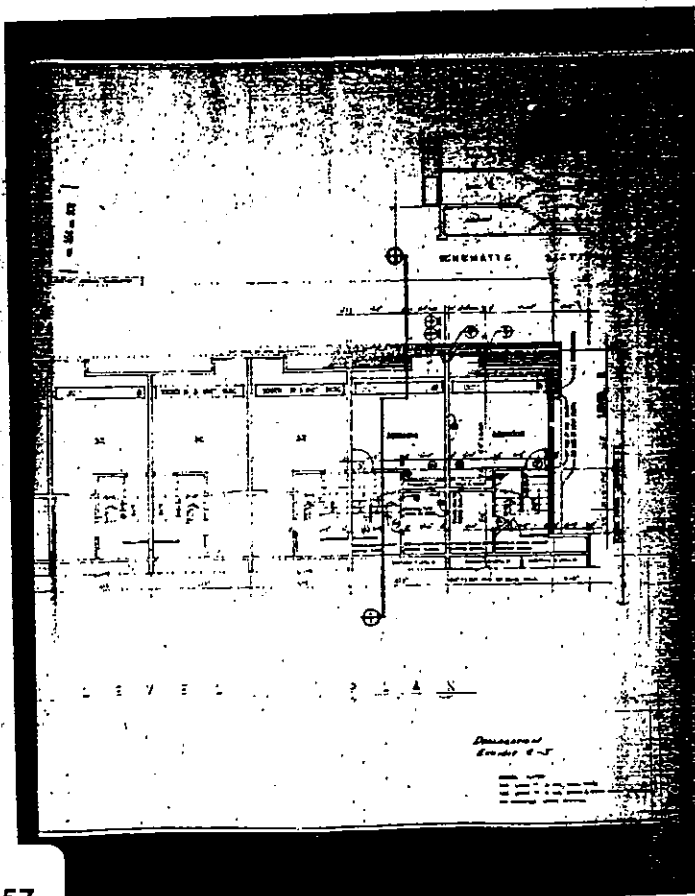
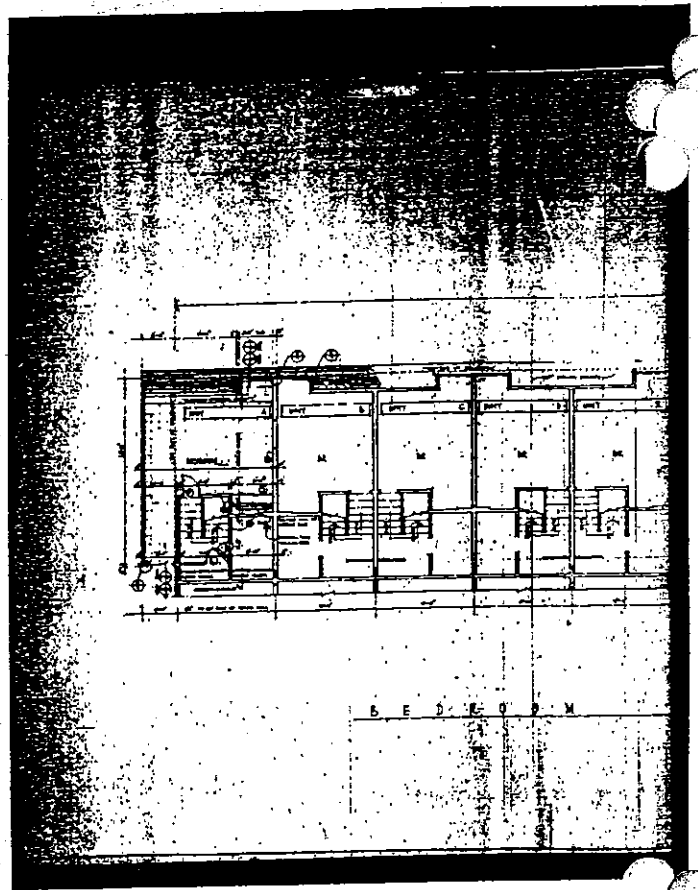
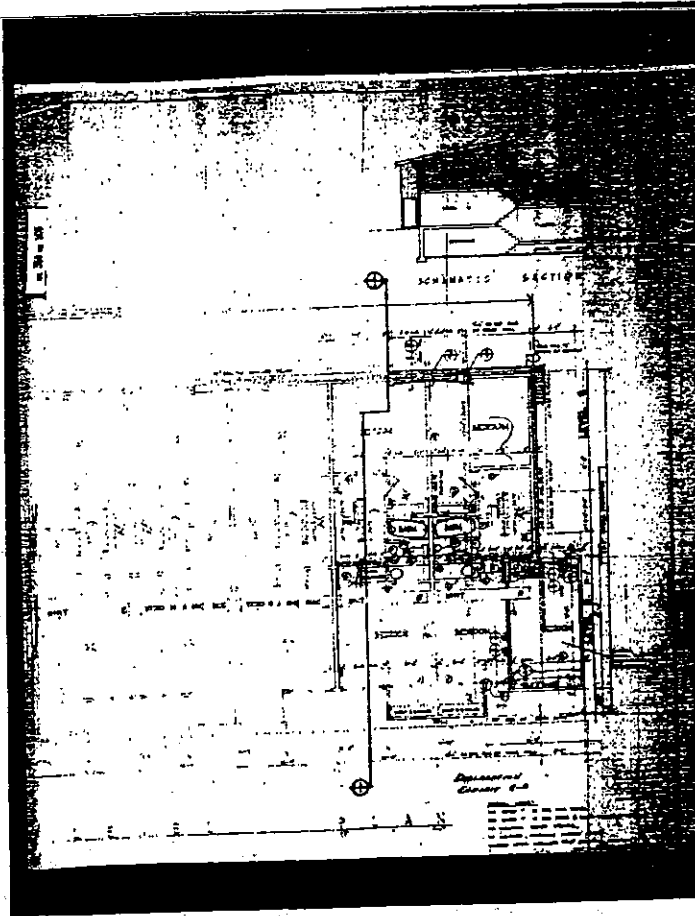
Subscribed and sworn to before me this 11th day of October, 1970.

Charles P. Hopp

Notary Public
State of Wisconsin
Milwaukee County

My commission expires 28 October 1973





554 11/10/70

STATE OF WISCONSIN }
 MILWAUKEE COUNTY } ss.

JOHN CLARKE SHEPHERD, being first sworn on oath deposes and says that he is the architect for the project known as South Meadow House and that the attached is a portion of the plan of Buildings 1, 3, 4, 5, 6, 7, 8, 10 and 11 as filed with and approved by the City of Milwaukee, having jurisdiction over the issuance of permits for the construction of said Buildings, and that such plan substantially depicts the Work as directed.

John Clarke Shepherd

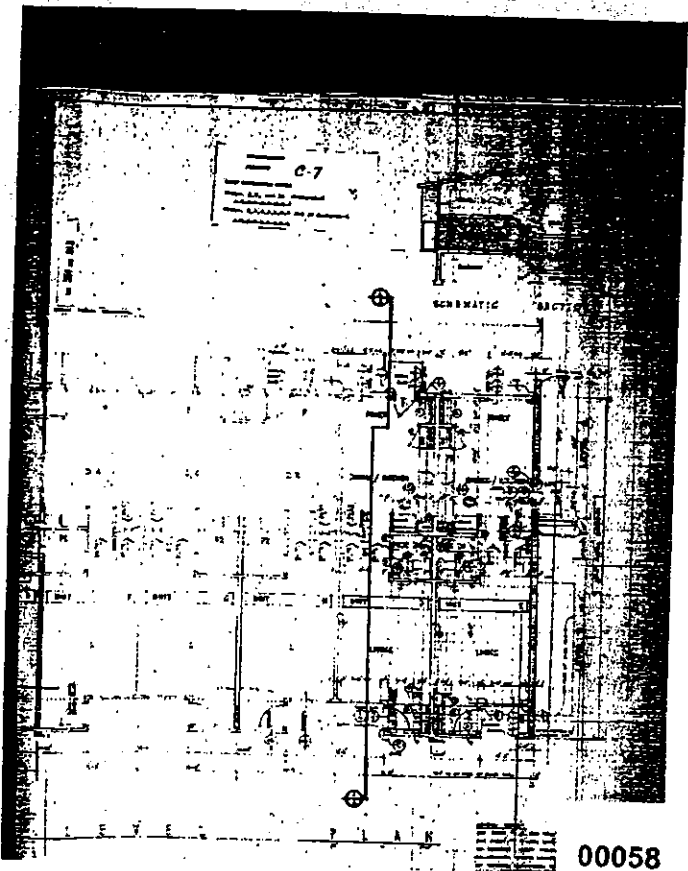
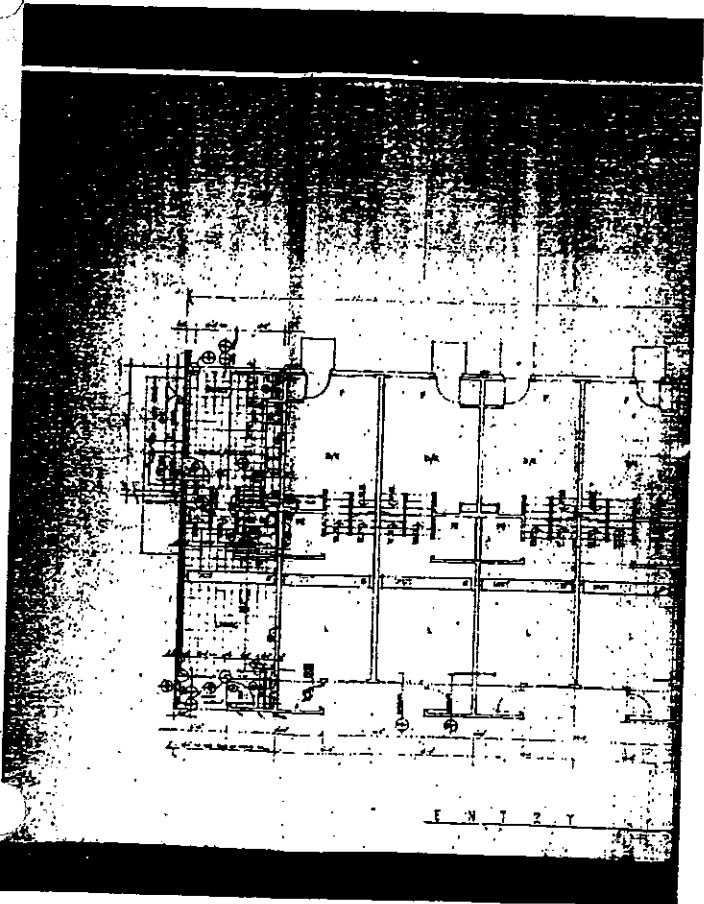
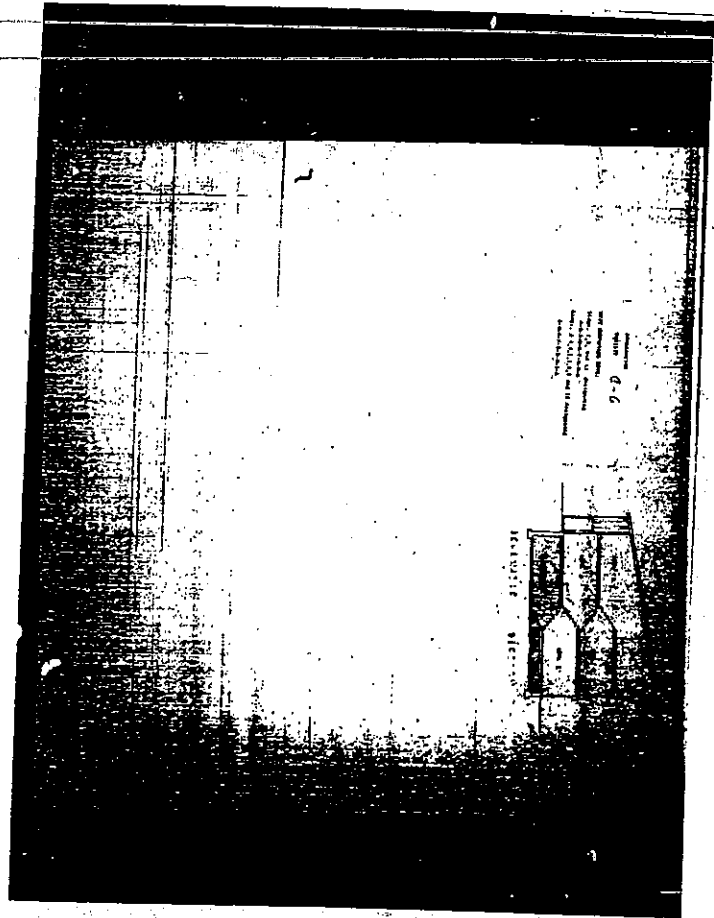
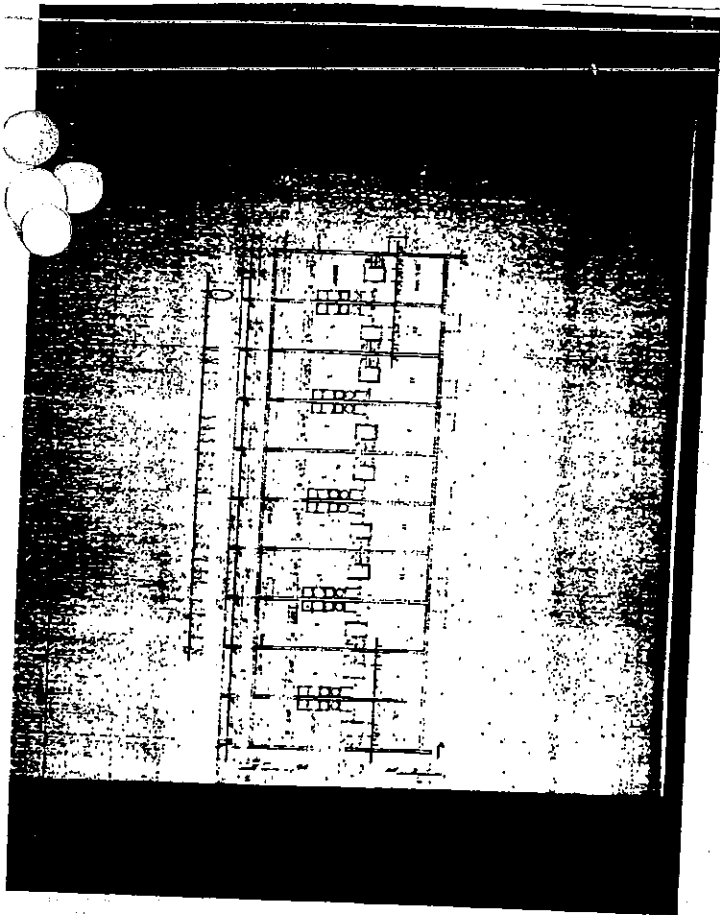
Subscribed and sworn to before me this 13th day of October, 1970.

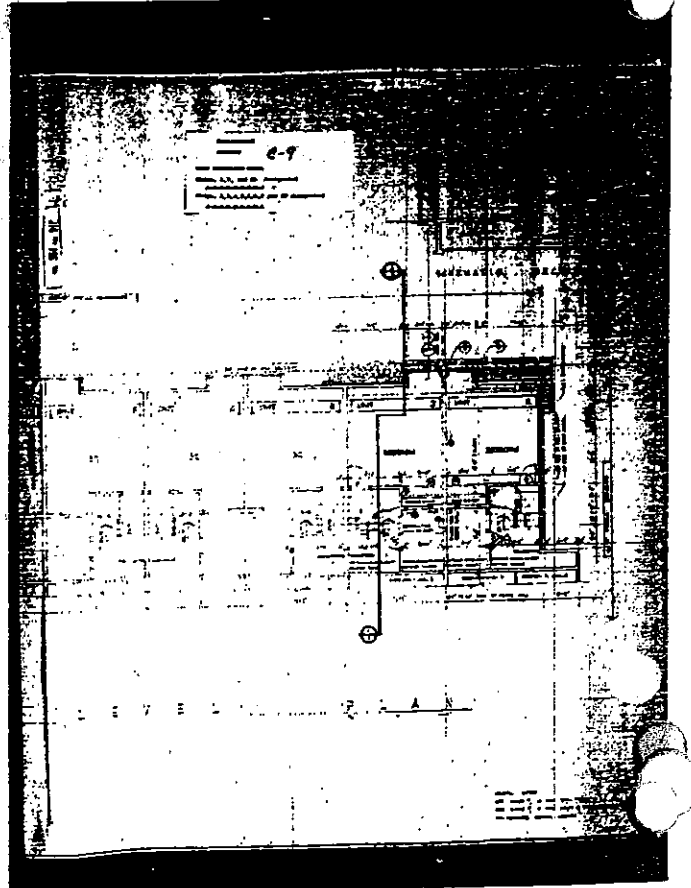
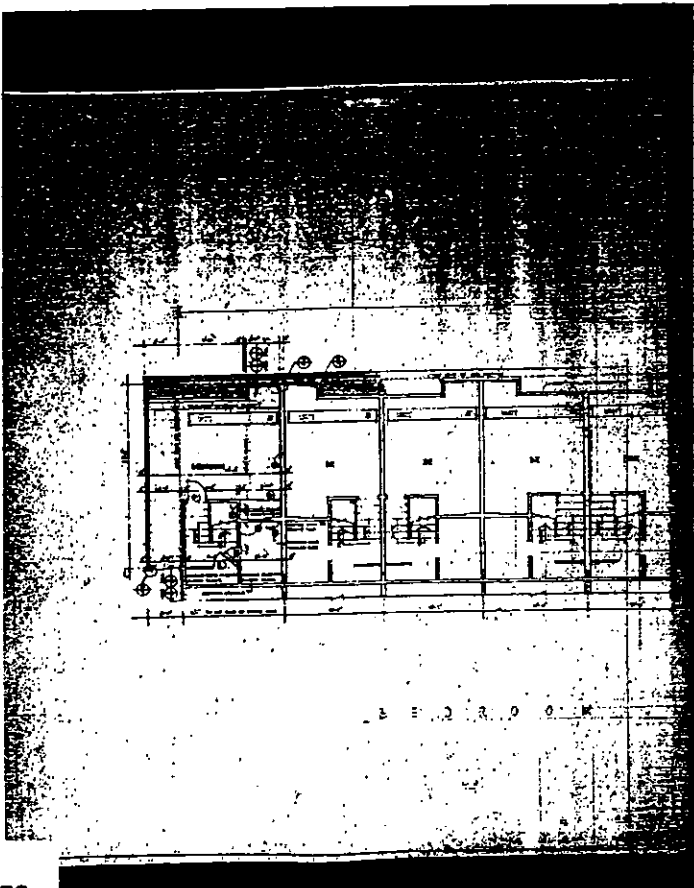
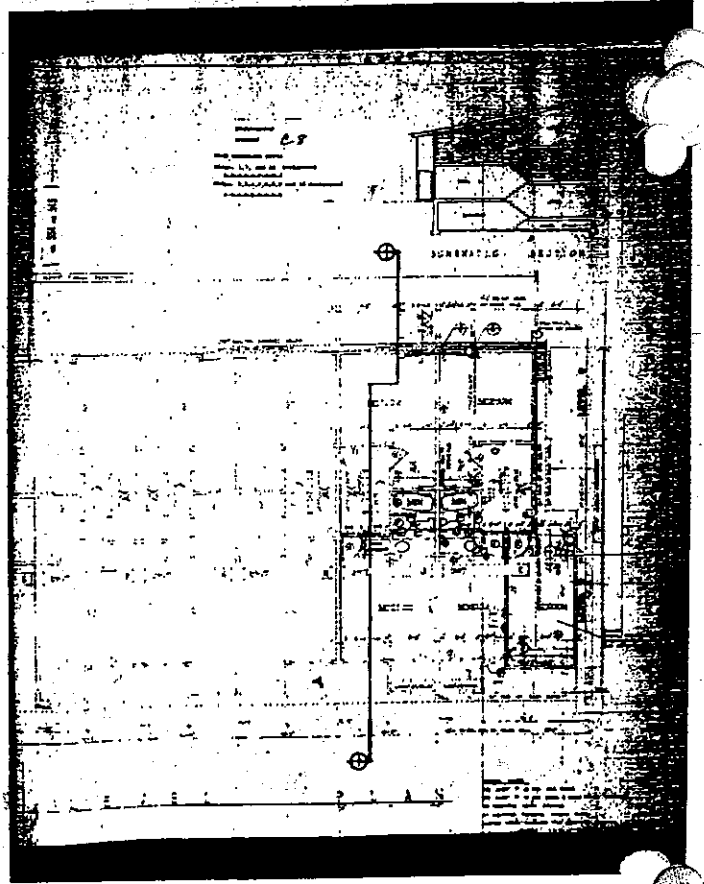
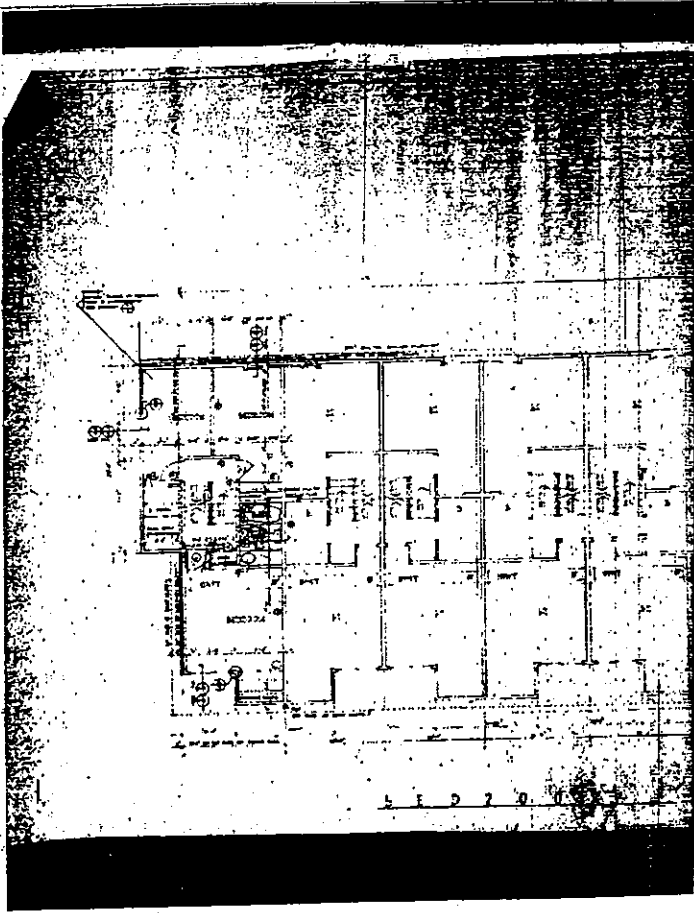
James J. [Signature]

Notary Public,
 State of Wisconsin
 Milwaukee County

My commission expires 28 October 1973

NOT





MIL 587MA 403

AMENDMENT TO
DECLARATION OF CONDITIONS, COVENANTS,
RESTRICTIONS AND EASEMENTS
REGARDING NORTH MEADOW HOMES

THIS AMENDMENT is made to that Declaration of Conditions, Covenants, Restrictions and Easements regarding North Meadow Homes (hereinafter referred to as the "Declaration") executed March 16, 1970 by The Meadow Homes Company, a partnership, (hereinafter referred to as "The Developer") and recorded March 25, 1970 in the office of the Register of Deeds for Milwaukee County, Wisconsin at Book 523, Pages 1496 to 1545 inclusive, and as further amended October 14, 1970, which amendment was recorded October 14, 1970 at Book 554, Pages 894 to 917 inclusive as Document No. 4553429.

WITNESSETH:

WHEREAS, the Developer desires to amend the Declaration pursuant to the provisions of Article XI, Section 3 of the Declaration, and

WHEREAS, the Developer desires to annex additional land to the governing provisions of the Declaration, pursuant to the provisions of Article X, Sections 2 and 3 of the Declaration.

NOW WHEREFORE, the Developer hereby declares that the following amendments be and they hereby are made to the provisions of the Declaration.

1. The Declaration shall include, in addition to the property described in Exhibit A, all of that property described at Exhibit E, Page 2, and wherever in said Declaration reference is made to Exhibit A, such reference shall also refer to Exhibit E, Page 2.
2. Article I, Section 4, (Common Area), shall include, in addition to the property and facilities described in Exhibit B, all of that property and facilities described at Exhibit F and wherever in said Declaration reference is made to Exhibit B, such reference shall also refer to Exhibit F.

9592529

RECORDED AT
MILWAUKEE
ON NOV 19 1970
MILWAUKEE COUNTY
WISCONSIN

MIL 587MA 404

3. Exhibit F is hereby included in the Declaration as if fully set forth herein.

4. Exhibit E, Page 2 is amended to include the full number and street designation as "8841 - 8895 North 91st Street".

5. The Declaration shall include, as an addendum to Exhibit C, the Exhibit C-10 being a stake survey showing the exterior boundary lines and proposed locations of all buildings to be erected.

This instrument shall be referred to as "Amendment No. 2 to Declaration of Conditions, Covenants, Restrictions and Easements regarding North Meadow Homes."

Dated at Milwaukee, Wisconsin this 25th day of November, 1970.

IN WITNESS WHEREOF, THE MEADOW HOMES COMPANY has caused this document to be signed by its partner, THE METROPOLITAN HOLDING COMPANY, by Melvin Goldin and David N. Siegel and

MIL 587MA 405

by its partner THE URBAN SHELTER GROUP, INC., by Sheldon B. Lubar, its President and James J. Barden, its Secretary.

METROPOLITAN HOLDING COMPANY

BY: Melvin Goldin
Melvin Goldin

BY: David N. Siegel
David N. Siegel

THE URBAN SHELTER GROUP, INC.

BY: Sheldon B. Lubar
Sheldon B. Lubar, President

BY: James J. Barden
James J. Barden, Secretary

No Corporate Seal

Approved pursuant to the provisions of Article XI, Section 3,

FEDERAL HOUSING ADMINISTRATION

BY: F. H. LAM

Dated 11/25/70

This instrument was drafted by Attorney James J. Barden.

MIL 587MA 406

STATE OF WISCONSIN
MILWAUKEE COUNTY

Personally came before me this 25th day of November, A.D., 1970, Melvin Goldin and David N. Siegel known to me to be the partners of Metropolitan Holding Company, a partnership and Sheldon B. Lubar and James J. Barden known to me to be the President and Secretary of The Urban Shelter Group, Inc. who did execute the foregoing instrument and acknowledge the same.



Melvin Goldin
Francis Wagner
Notary Public
Milwaukee County, Wisconsin
My Commission expires February 2, 1975

REL 587/407

Exhibit F

THE FOLLOWING IS THE LEGAL DESCRIPTION OF CONDOM AREA FOR STAGE II "NORTH MEADOWS"

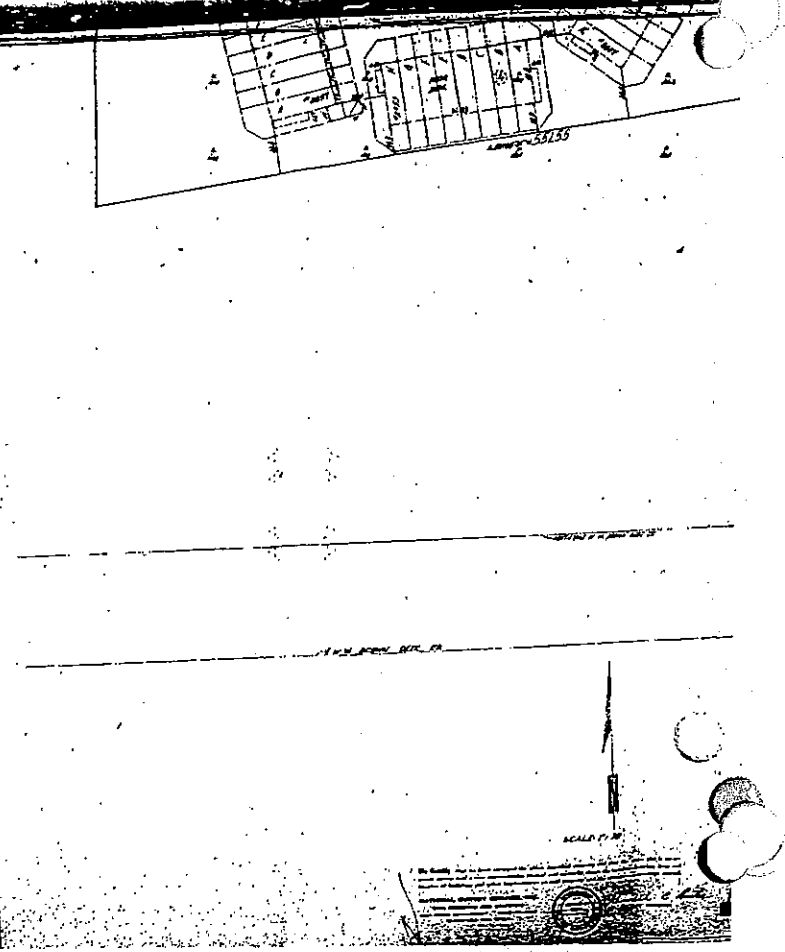
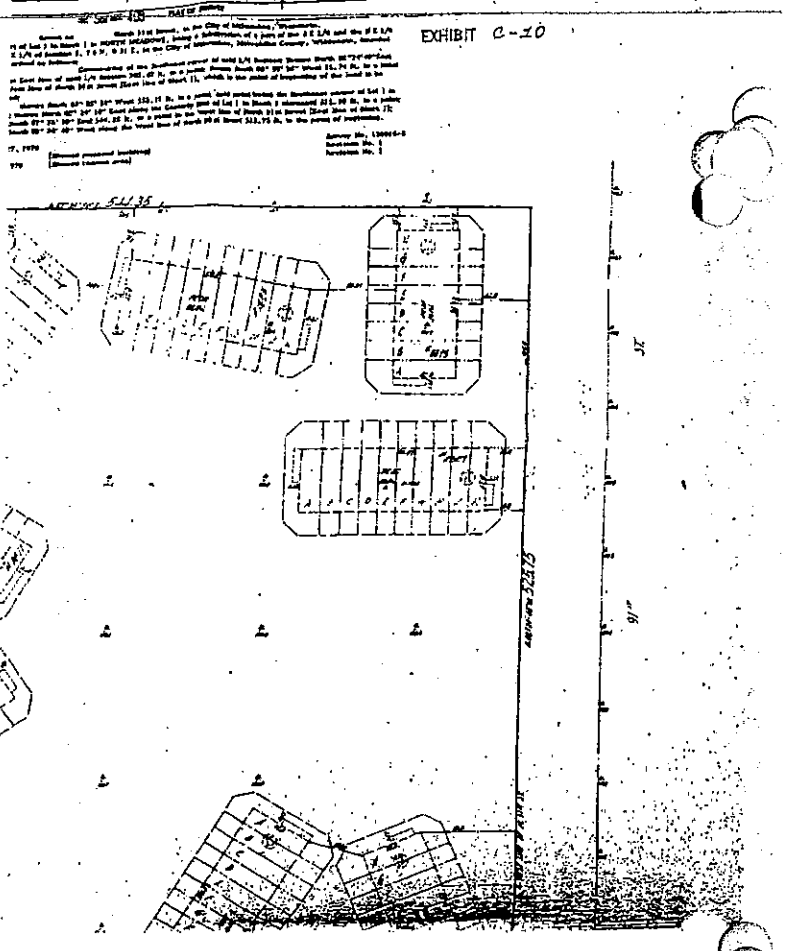
That part of Lot 2 in Block 1 in NORTH MEADOWS, being a subdivision of a part of the SE 1/4 and the NE 1/4 of the SE 1/4 of Section 5, T 8 S, R 21 E, in the City of Milwaukee, Milwaukee County, Wisconsin, bounded and described as follows:

Commencing at the Southeast corner of said 1/4 Section; thence North 02°24'40" East along the East line of said 1/4 Section 183.67 ft. to a point; thence South 83°05'24" West 55.74 ft. to a point in the West line of North 91st Street (East line of Block 1), which is the point of beginning of the land to be described;

thence South 83°05'24" West 551.95 ft. to a point; said point being the Southeast corner of Lot 1 in Block 1; thence North 02°24'10" East along the Easterly line of Lot 1 in Block 1 aforesaid 625.00 ft. to a point; thence South 87°15'50" East 544.35 ft. to a point in the West line of North 91st Street (East line of Block 1); thence South 02°24'40" West along the West line of North 91st Street 525.75 ft. to the point of beginning. Excepting therefrom the following:

- Building 12 (8041)
- Building 13 (8047)
- Building 14 (8053)
- Building 15 (8059)
- Building 16 (8065)
- Building 17 (8071)
- Building 18 (8077)
- Building 19 (8083)
- Building 20 (8089)
- Building 21 (8095) all on North 91st Street

EXHIBIT C-20



That part of Lot 2 in Block 1 in NORTH MEADOWS, being a subdivision of a part of the SE 1/4 and the NE 1/4 of the SE 1/4 of Section 5, T 8 S, R 21 E, in the City of Milwaukee, Milwaukee County, Wisconsin, bounded and described as follows:

Commencing at the Southeast corner of said 1/4 Section; thence North 02°24'40" East along the East line of said 1/4 Section 183.67 ft. to a point; thence South 83°05'24" West 55.74 ft. to a point in the West line of North 91st Street (East line of Block 1), which is the point of beginning of the land to be described;

thence South 83°05'24" West 551.95 ft. to a point; said point being the Southeast corner of Lot 1 in Block 1; thence North 02°24'10" East along the Easterly line of Lot 1 in Block 1 aforesaid 625.00 ft. to a point; thence South 87°15'50" East 544.35 ft. to a point in the West line of North 91st Street (East line of Block 1); thence South 02°24'40" West along the West line of North 91st Street 525.75 ft. to the point of beginning. Excepting therefrom the following:

Building 12 (8041)

Building 13 (8047)

Building 14 (8053)

Building 15 (8059)

Building 16 (8065)

Building 17 (8071)

Building 18 (8077)

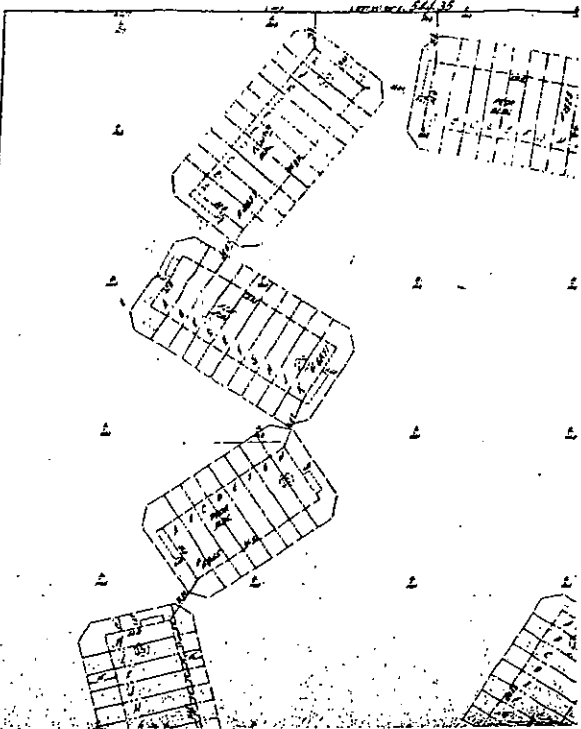
Building 19 (8083)

Building 20 (8089)

Building 21 (8095) all on North 91st Street

January 27, 1979 [Professional Engineer Seal]

May 1, 1979 [Professional Engineer Seal]



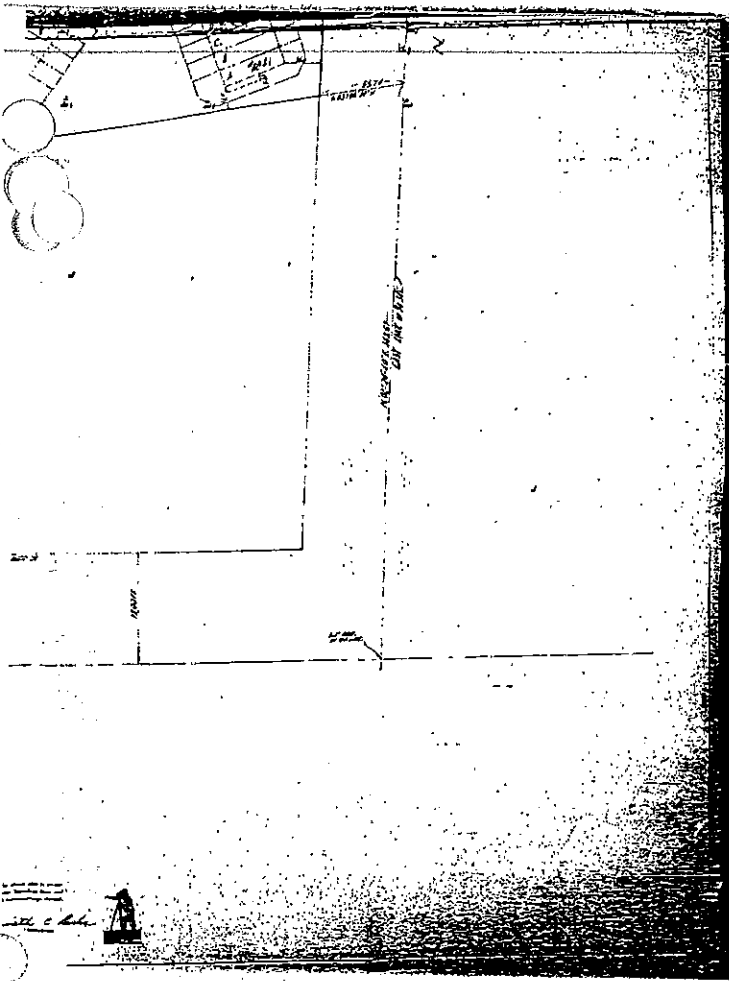
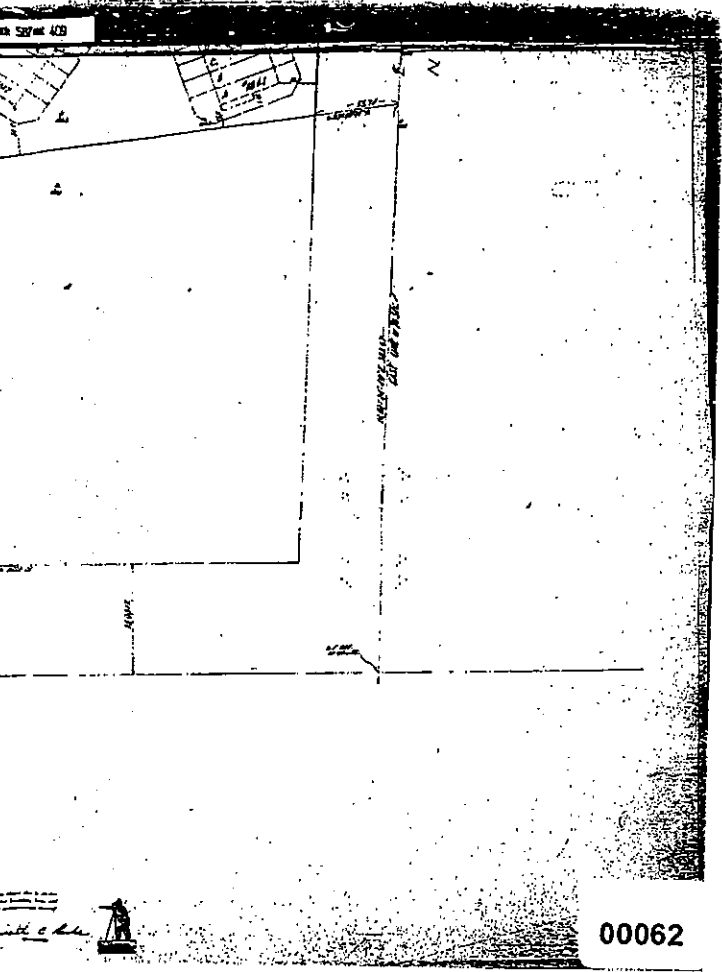
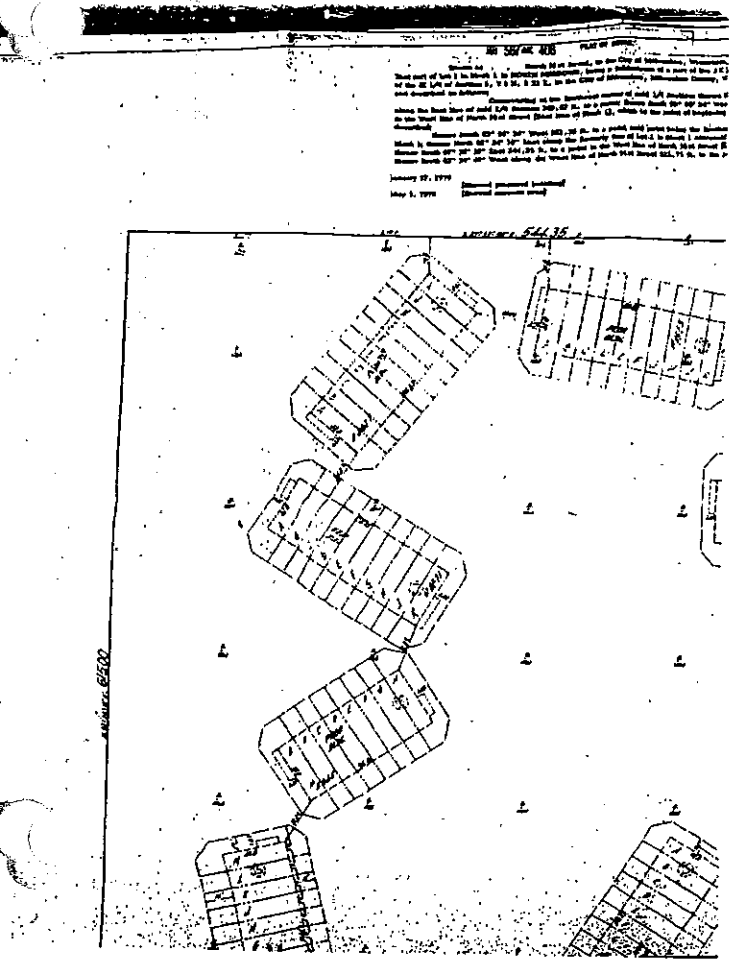
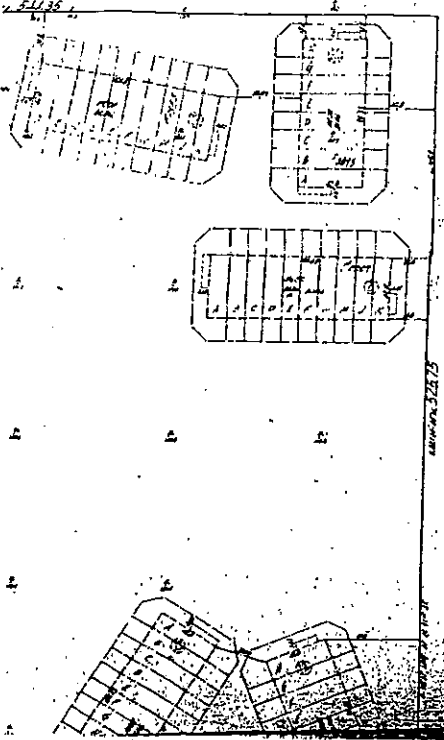


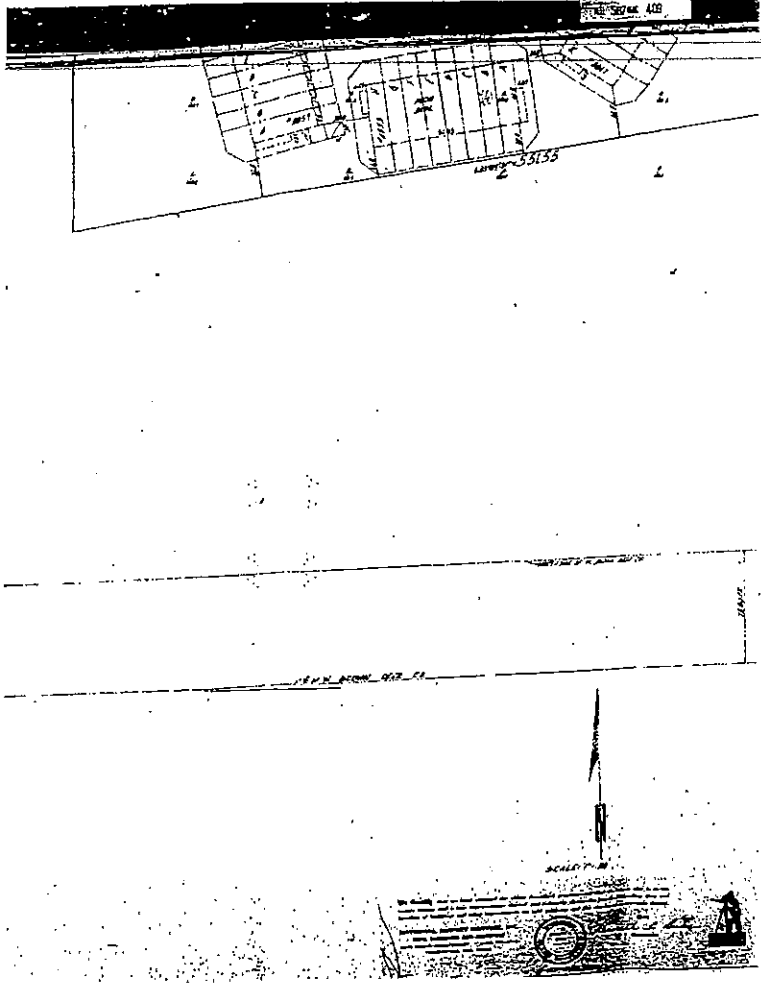
EXHIBIT C-10

PLAT OF LOTS

Be it remembered, that in testimony of a part of lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.



00062



MLI 587MAC 410

AMENDMENT TO
DECLARATION OF CONDITIONS, COVENANTS,
RESTRICTIONS AND EASEMENTS
REGARDING NORTH MEADOW HOMES

THIS AMENDMENT is made to that Declaration of Conditions, Covenants, Restrictions and Easements Regarding North Meadow Homes (hereinafter referred to as the "Declaration") as more specifically identified in the following documents, to wit:

Document	Dated	Date Recorded	Real	Index	Document Number
Original Declaration	3/16/70	3/25/70	523	1496-1545	4516802
Amendment No. 1	10/14/70	10/14/70	554	894-916	4533425
Amendment No. 2	11/25/70	3/19/71			4574257

all recordings having been made in the office of the Register of Deeds for Milwaukee County, Wisconsin.

WITNESSETH:

WHEREAS, the Developer desires to amend the Declaration pursuant to the provisions of Article XI, Section 3 of the Declaration,

NOW THEREFORE, the Developer hereby declares that the following amendments be and they hereby are made to the provisions of the Declaration.

1. The Declaration shall include as an addendum to Exhibit C, the following Exhibits being recorded and included as a part of the Declaration on even date of this Amendment.
 - a. Exhibit C-11 being a survey showing the exterior boundary lines and location of Buildings 12 through 21 as erected and other improvements on said property including unit design, lots and dimensions, all certified by a registered engineer pursuant to the provisions of Section 230.82 of the Wisconsin Statutes.
 - b. Exhibit C-12 through C-16 being a set of floor plans for Building 15.
 - c. Exhibit C-17 being a verified statement of the architect required by Wisconsin Statutes Section 230.82 with respect to Buildings 12 through 21.

9592530

RECORDED AT
MILWAUKEE COUNTY, WIS.
ON MAY 19 1971
11:00 AM
L. A. Wagner
Notary Public

MLI 587MAC 411

2. Exhibit D is hereby amended to add thereto the Building Code Identification for Buildings 14 through 21 as set forth in Exhibit D attached hereto and re-recorded to reflect such amendment.

This instrument shall be referred to as "Amendment No. 3" to Declaration of Conditions, Covenants, Restrictions and Easements regarding North Meadow Homes.

Dated at Milwaukee, Wisconsin this 12th day of May, 1971.

IN WITNESS WHEREOF, THE NORTH MEADOW HOMES COMPANY has caused this document to be signed by its partner, THE METROPOLITAN HOLDING COMPANY, by Melvin Goldin and David W. Siegel and by its partner THE URBAN SHELTER GROUP, INC. by Sheldon B. Lubar, its President and James J. Barden, its Secretary.

METROPOLITAN HOLDING COMPANY
By: Melvin Goldin
Melvin Goldin
By: David W. Siegel
David W. Siegel
THE URBAN SHELTER GROUP, INC.
By: Sheldon B. Lubar
Sheldon B. Lubar, President
By: James J. Barden
James J. Barden, Secretary

No Corporate Seal

This instrument was drafted by Attorney James J. Barden.

MLI 587MAC 412

STATE OF WISCONSIN }
MILWAUKEE COUNTY } ss.

Personally came before me this 12th day of May, A.D., 1971, Melvin Goldin and David W. Siegel known to me to be the partners of Metropolitan Holding Company, a partnership and Sheldon B. Lubar and James J. Barden known to me to be the President and Secretary of The Urban Shelter Group, Inc. who did execute the foregoing instrument and acknowledge the same.



L. A. Wagner
L. A. Wagner
Notary Public
Milwaukee County, Wisconsin
My Commission Expires:
February 2, 1975

EXH. C-11

NE 58744 413

-11

NE 58744 413

PLAT OF SURVEY

Know all men these presents that the City of Milwaukee, Wisconsin, being a subdivision of a part of the SE 1/4 and the NE 1/4 of the SE 1/4 of Section 3, T 8 N., R 27 E., in the City of Milwaukee, Wisconsin County, Wisconsin

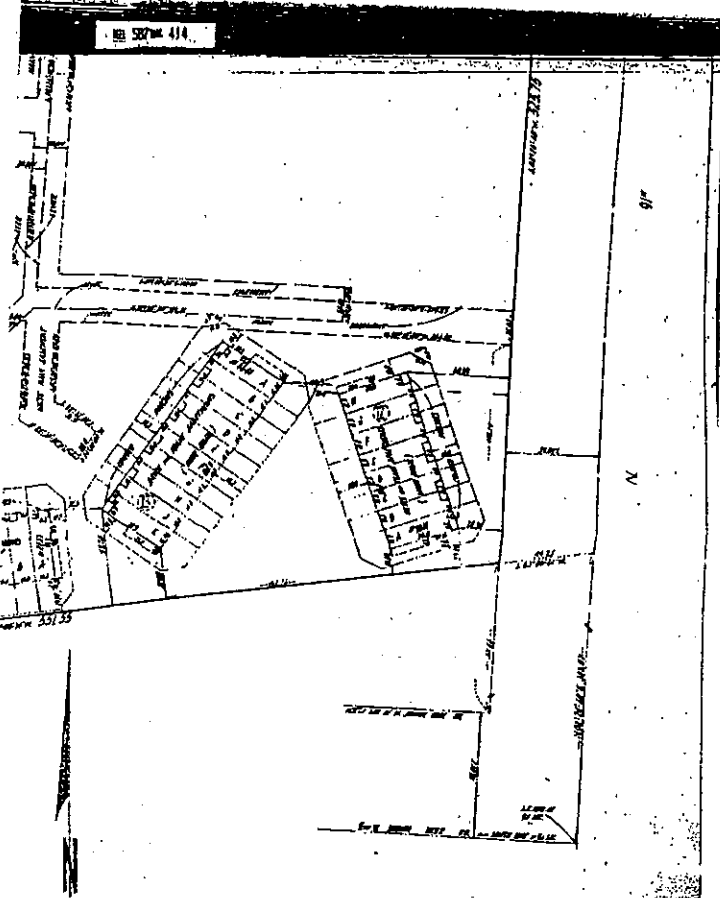
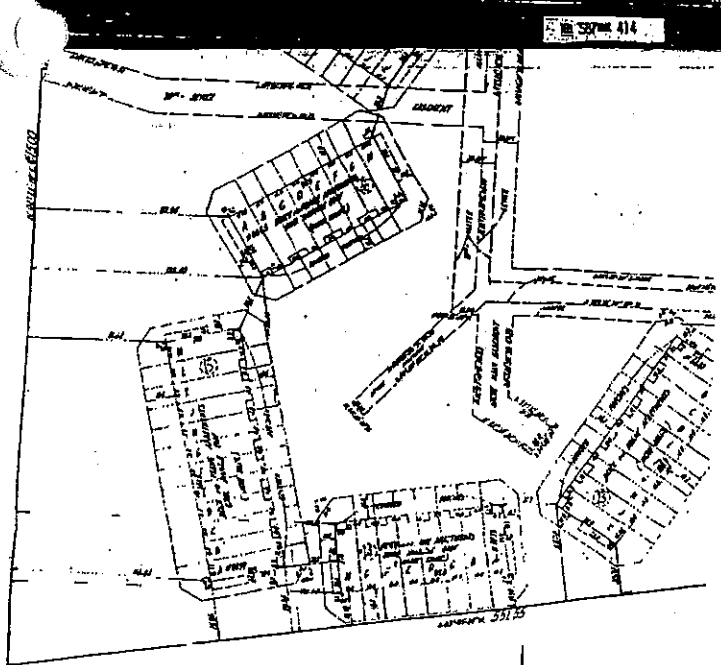
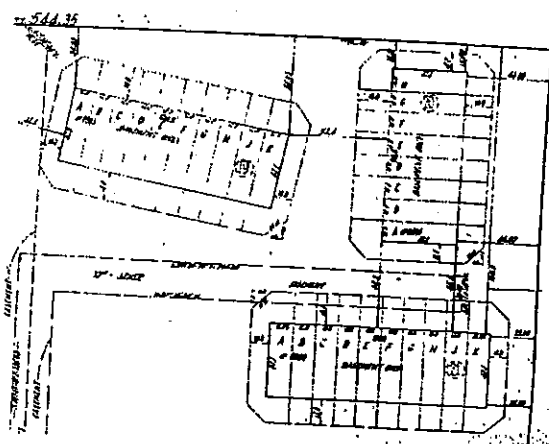
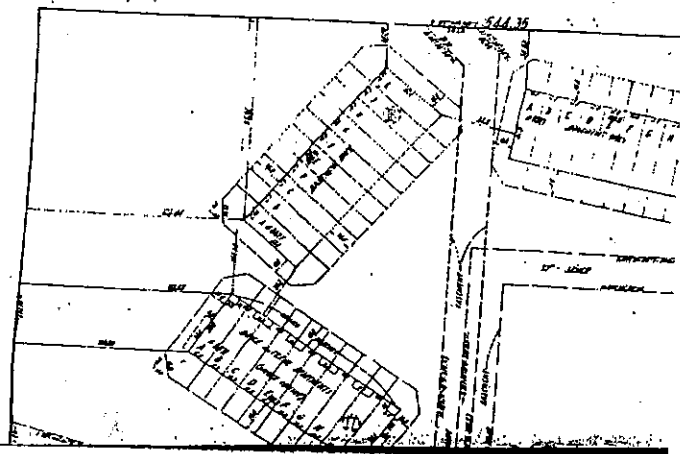
STATE OF WISCONSIN
MILWAUKEE COUNTY

WALTER C. HENKE, being first named on said division and by that NATIONAL SURVEY SERVICE, INC., has caused this above described property to be surveyed, and that the above plat is an accurate survey and a true representation thereof and correctly shows the exterior boundary lines and locations of, easements and other improvements on said property and the correct measurements thereof, including with descriptions and dimensions.

Witness my hand and seal of office this 22nd day of March, 1974.
EUGENE L. WYSE, Registered Surveyor
S 107

Subscribed and sworn to before me this 22nd day of March, 1974

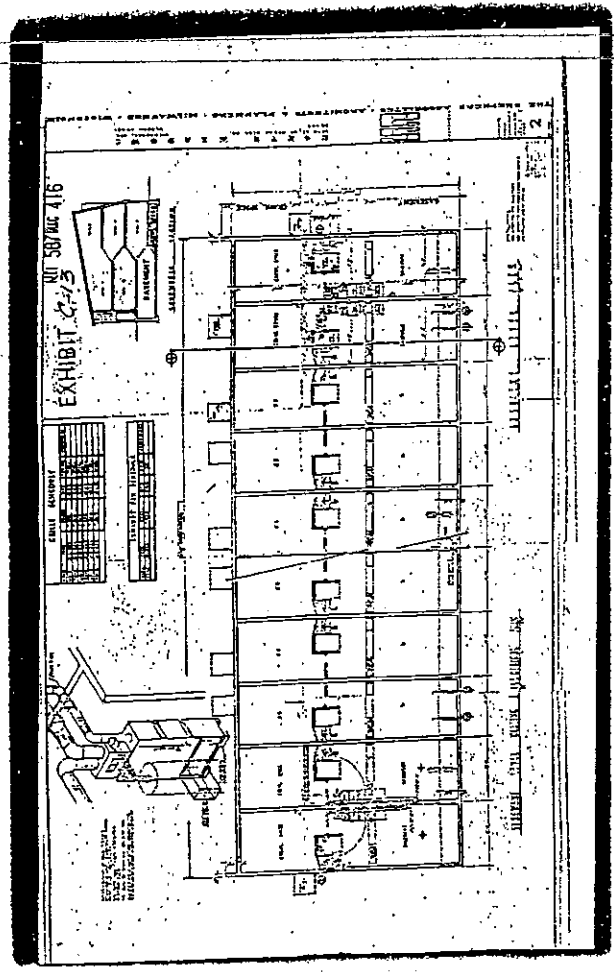
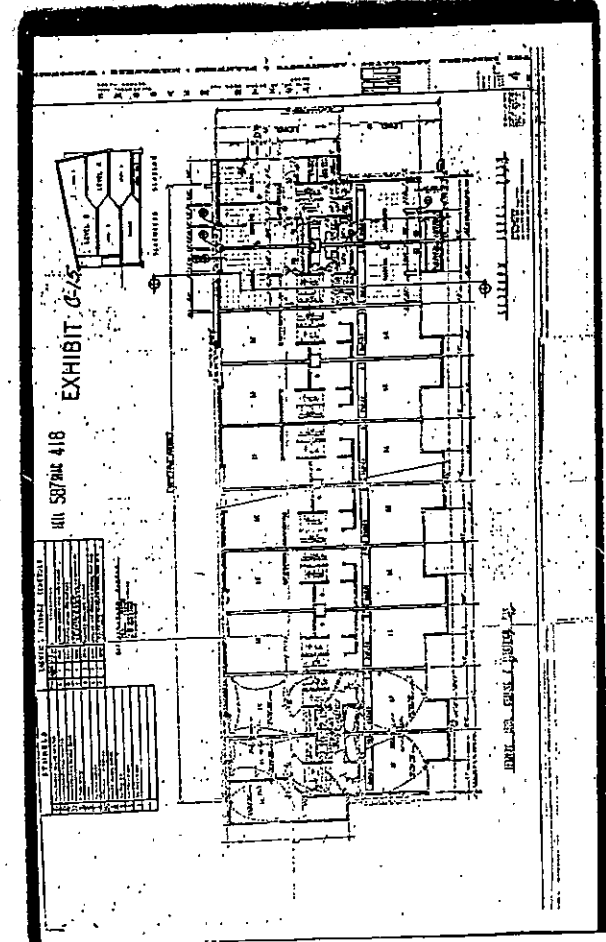
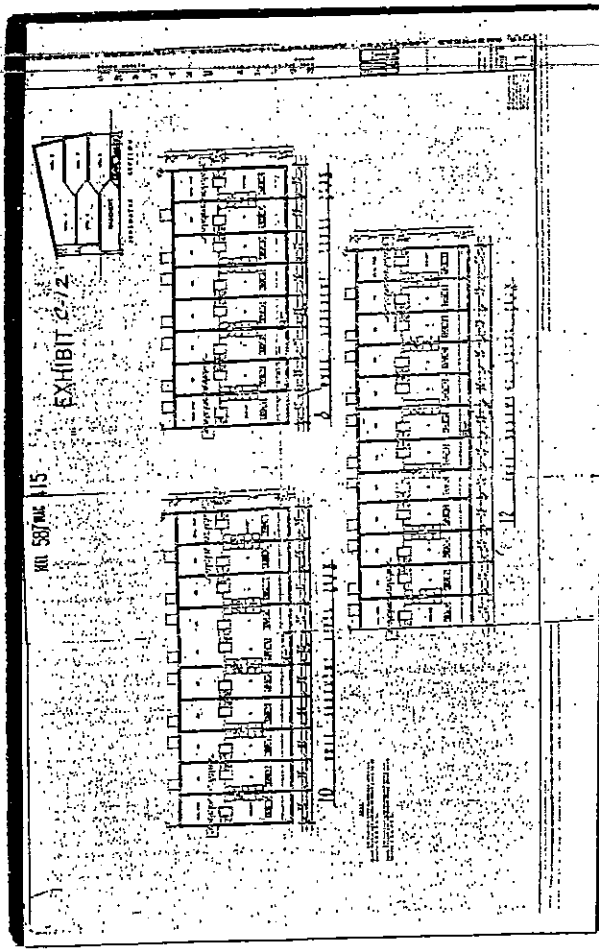
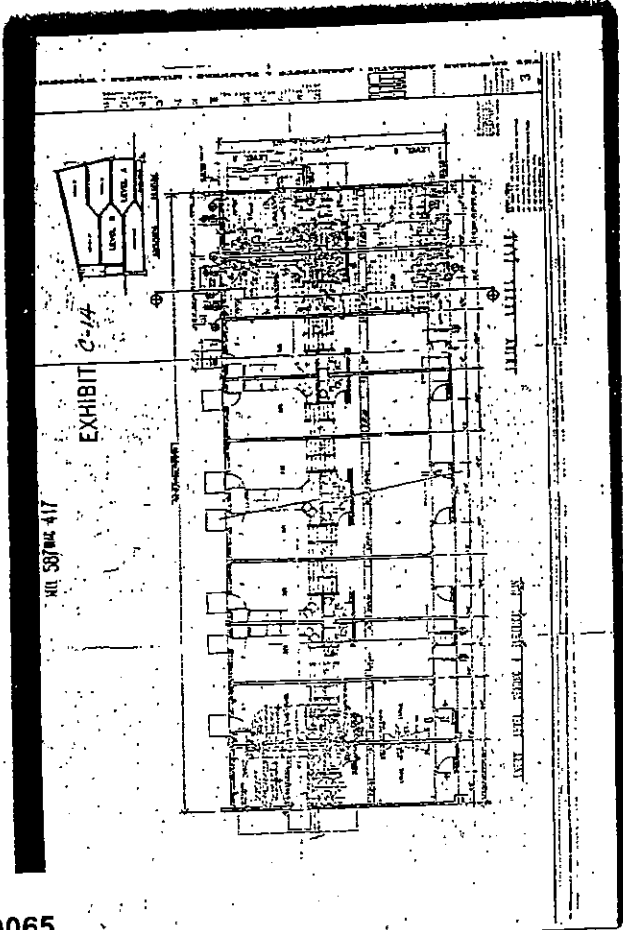
James M. [Signature]
State of Wisconsin, Notary Public
in and for the County of Milwaukee
My Commission Expires August 10, 1974

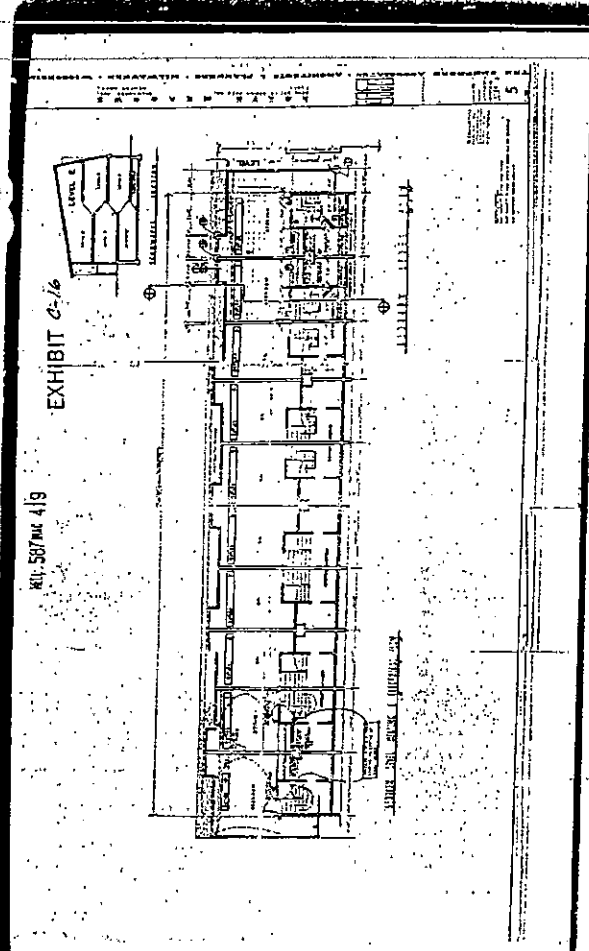


SCALE 1" = 100'

SCALE 1" = 100'

00064





STATE OF WISCONSIN }
MILWAUKEE COUNTY } ss. KIL 587M 420 EXHIBIT C-17

JOHN MARION SHEPHERD, being first sworn an oath deposes and says that he is the architect for the project known as North Meadow Homes and that the floor plans known as Exhibits C-2 through C-5 recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin on October 14, 1970 in Kael 554, Inaug 901 through 908 as a portion of the plan of Buildings 12, 14, 16, and 20 as filed with and approved by the City of Milwaukee having jurisdiction over the issuance of permits for the construction of said buildings, and that such plan substantially depicts the units as erected;

That Exhibits C-6 through C-8 recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin on October 14, 1970 in Kael 554, Inaug 909 through 916 as a portion of the plan of Buildings 17, 18, 19, and 21 as filed with and approved by the City of Milwaukee having jurisdiction over the issuance of permits for the construction of said buildings, and that such plan substantially depicts the units as erected;

That the attached Exhibits C-12 through C-15 being recorded herewith as part of Amendment No. 3 to the Declaration of Conditions, Covenants, Restrictions and Easements Regarding North Meadow Homes is a portion of the plan of building 15 as filed with and approved by the City of Milwaukee having jurisdiction over the issuance of permits for the construction of said building, and that such plan substantially depicts the units as erected;

That the unit numbering for Buildings 12, 14, 16, and 20 is designated A-B-C-D-E-F-G-H;

That the unit numbering for Buildings 17, 18, 19, and 21 is designated A-B-C-D-E-F-G-H-J-K;

That the unit numbering for Building 15 is designated K-J-N-C-F-E-D-C-B-A;

That the unit numbering for Building 15 is designated A-B-C-D-E-F-G-H-J-K-L-M.

John Marion Shepherd
John Marion Shepherd

Subscribed and sworn to before me this 12th day of May, 1973.

Leslie P. Hagg
Notary Public
State of Wisconsin
County of Milwaukee.
My commission expires 28 Oct 1973.

NO 587M 421

EXHIBIT D

Building No.	Address	Unit No.
Building 1	8827 North 95th Street	A-E
Building 2	8824 North 95th Street	A-F
Building 3	8847 North 95th Street	A-K
Building 4	8848 North 95th Street	A-K
Building 5	8854 North 95th Street	A-K
Building 6	8860 North 95th Street	A-K
Building 7	8866 North 95th Street	A-K
Building 8	8872 North 95th Street	A-K
Building 9	8878 North 95th Street	A-H
Building 10	8884 North 95th Street	A-K
Building 11	8887 North 95th Street	A-K
Building 12	8841 North 91st Street	A-M
Building 13	8847 North 91st Street	A-K
Building 14	8853 North 91st Street	A-M
Building 15	8859 North 91st Street	A-M
Building 16	8865 North 91st Street	A-H
Building 17	8871 North 91st Street	A-K
Building 18	8877 North 91st Street	A-K
Building 19	8883 North 91st Street	A-K
Building 20	8889 North 91st Street	A-M
Building 21	8889 North 91st Street	A-K

44 622M 712

4637319

AMENDMENT TO DECLARATION OF CONDITIONS, COVENANTS, RESTRICTIONS AND EASEMENTS REGARDING NORTH MEADOW HOMES

THIS AMENDMENT is made to that Declaration of Conditions, Covenants, Restrictions and Easements Regarding North Meadow Homes (hereinafter referred to as the "Declaration") as more specifically identified in the following documents, to wit:

Document	Date Recorded	Book	Page	Document Number
Original Declaration	2-16-70	2-25-70	523 1494-1545	432402
Amendment No. 1	10-14-70	10-14-70	554 894-916	433949
Amendment No. 2	11-25-70	5-19-71	587 410-421	439259
Amendment No. 3	5-12-71	5-19-71	587 410-421	459250

all recordings having been made in the office of the Register of Deeds for Milwaukee County, Wisconsin.

WITNESSETH:

WHEREAS, the Developer desires to amend the Declaration pursuant to the provisions of Article XI, Section 3 of the Declaration,

NOW THEREFORE, the Developer hereby declares that the following amendments be and they hereby are made to the provisions of the Declaration.

- The Declaration shall include in addition to the property described at Exhibit A and Exhibit E, Page 2 all of that property described at Exhibit E, Page 3 and wherever in said Declaration reference is made to Exhibit A, such reference shall also refer to Exhibit E, Page 3.
- Article I, Section 4, Common Area shall include, in addition to the property and facilities described in Exhibit B and Exhibit F, all of that property and facilities described at Exhibit C and wherever in said Declaration reference is made to Exhibit B such reference shall also refer to Exhibit C.
- Exhibit G is hereby included in the Declaration as if fully set forth therein.
- Exhibit E, Page 3 is amended to include the full number and street designation as "8911-9070 North

Amendment 4812 571

81
4637319

81
4637319

Amendment 4812 571

81
4637319

Part 3 - C.S.M. #1282 G.D.
W.I.L.L. W.I.L.L. #4840384

95th Street."

- 5. The Declaration shall include as Exhibit C-19 a survey showing the exterior boundary lines and location of buildings 22 through 41 as erected and other improvements on said property including unit designations and dimensions, all certified by a registered engineer pursuant to the provisions of Section 703.13 of the Wisconsin Statutes.
- 6. The Declaration shall include as Exhibit C-19 a certified statement of the Architect required by the Wisconsin Statutes, Section 703.13 with respect to Buildings 22, 23 and 24.
- 7. Exhibit B is hereby amended to add thereto the Building Code Identification For Buildings 22 through 41 as set forth in Exhibit B attached hereto and incorporated by reference.
- 8. This instrument was approved by the POC on November 14, 1971.

This instrument shall be referred to as "Instrument No. 4" or Declaration of Conditions, Covenants, Restrictions and Easements Regarding North Meadow Homes.

Dated at Milwaukee, Wisconsin this 10th day of November, 1971.

IN WITNESS WHEREOF, THE NORTH MEADOW HOMES COMPANY has caused this document to be signed by its partner, THE METROPOLITAN HOLDING COMPANY, by Melvin Goldin and David S. Siegel, and by its partner THE URBAN SHELTER GROUP, INC. by Earl P. Lillydahl, its Vice President and James J. Harson, its Secretary.

METROPOLITAN HOLDING COMPANY

By Melvin Goldin
By David S. Siegel

THE URBAN SHELTER GROUP, INC.

By Earl P. Lillydahl, Vice President
By James J. Harson, Secretary

This instrument was drafted by Attorney James J. Harson

STATE OF WISCONSIN }
COUNTY OF MILWAUKEE }

Personally came before me this 17th day of November, 1971, Melvin Goldin and David S. Siegel, known to me to be the partners of Metropolitan Holding Company, a partnership and Earl P. Lillydahl and James J. Harson, known to me to be the Vice President and Secretary of The Urban Shelter Group, Inc., who did execute the foregoing instrument and acknowledge the same.

Notary Public
Milwaukee County, Wisconsin
By Commission Expires 7-1-73



STATE OF WISCONSIN }
COUNTY OF MILWAUKEE }

JOHN BARRETT ANEPHAD, being first seen on oath deposed and says that he is the architect for the project known as North Meadow Homes and that the floor plans known as Exhibits C-1 through C-9 recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin on October 14, 1970 in Book 534, Images 821 through 908 is a portion of the plan of Building 22, as filed with and approved by the City of Milwaukee having jurisdiction over the issuance of permits for the construction of said buildings, and that such plan substantially depicts the units as erected;

That Exhibits C-1 through C-9 recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin on October 14, 1970 in Book 534, Images 909 through 914 is a portion of the plan of Building 23, as filed with and approved by the City of Milwaukee having jurisdiction over the issuance of permits for the construction of said buildings and that such plan substantially depicts the units as erected;

That Exhibits C-11 through C-16 recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin on May 19, 1971 in Book 511, Images 411 through 415 is a portion of the plan of Building 41 as filed with and approved by the City of Milwaukee having jurisdiction over the issuance of permits for the construction of said buildings, and that such plan substantially depicts the units as erected.

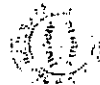
That the unit numbering for Building 22 is designated A-B-C-D-E-F-G-H-I-J-K-L-M-N-O-P-Q-R-S-T-U-V-W-X-Y-Z-AA-AB-AC-AD-AE-AF-AG-AH-AM-AN-AP-AQ-AR-AS-AT-AU-AV-AW-AX-AY-AZ

That the unit numbering for Building 23 is designated A-B-C-D-E-F-G-H-I-J-K-L-M-N-O-P-Q-R-S-T-U-V-W-X-Y-Z-AA-AB-AC-AD-AE-AF-AG-AH-AM-AN-AP-AQ-AR-AS-AT-AU-AV-AW-AX-AY-AZ

That the unit numbering for Building 41 is designated A-B-C-D-E-F-G-H-I-J-K-L-M-N-O-P-Q-R-S-T-U-V-W-X-Y-Z-AA-AB-AC-AD-AE-AF-AG-AH-AM-AN-AP-AQ-AR-AS-AT-AU-AV-AW-AX-AY-AZ

Subscribed and sworn to before me this 17th day of November, 1971.

Notary Public
State of Wisconsin
County of Milwaukee.
By Commission Expires 7-1-73.



Recorded 2/25/70; R-133; I-128
Re-recorded 1/15/71; R-187; I-421

Exhibit B

BUILDING CODE IDENTIFICATION

Building No.	Address	Unit No.
Building 1	0827 North 95th Street	A-M
Building 2	0838 North 95th Street	A-M
Building 3	0842 North 95th Street	A-M
Building 4	0846 North 95th Street	A-M
Building 5	0854 North 95th Street	A-M
Building 6	0860 North 95th Street	A-M
Building 7	0866 North 95th Street	A-M
Building 8	0872 North 95th Street	A-M
Building 9	0878 North 95th Street	A-M
Building 10	0884 North 95th Street	A-M
Building 11	0892 North 95th Street	A-M
Building 12	0841 North 91st Street	A-M
Building 13	0847 North 91st Street	A-M
Building 14	0853 North 91st Street	A-M
Building 15	0859 North 91st Street	A-M
Building 16	0865 North 91st Street	A-M
Building 17	0871 North 91st Street	A-M
Building 18	0877 North 91st Street	A-M
Building 19	0883 North 91st Street	A-M
Building 20	0889 North 91st Street	A-M
Building 21	0895 North 91st Street	A-M
Building 22	0901 North 95th Street	A-M
Building 23	0907 North 95th Street	A-M
Building 24	0913 North 95th Street	A-M
Building 25	0919 North 95th Street	A-M
Building 26	0925 North 95th Street	A-M
Building 27	0931 North 95th Street	A-M
Building 28	0937 North 95th Street	A-M
Building 29	0943 North 95th Street	A-M
Building 30	0949 North 95th Street	A-M
Building 31	0955 North 95th Street	A-M
Building 32	0961 North 95th Street	A-M
Building 33	0967 North 95th Street	A-M
Building 34	0973 North 95th Street	A-M
Building 35	0979 North 95th Street	A-M
Building 36	0985 North 95th Street	A-M
Building 37	0991 North 95th Street	A-M
Building 38	0997 North 95th Street	A-M
Building 39	1003 North 95th Street	A-M
Building 40	1009 North 95th Street	A-M
Building 41	1015 North 95th Street	A-M
Building 42	1021 North 95th Street	A-M
Building 43	1027 North 95th Street	A-M
Building 44	1033 North 95th Street	A-M

See Original Document R-133, I-128

422

62244 717

Exhibit C

THE FOLLOWING IS THE LEGAL DESCRIPTION OF COMMON AREA FOR TRACT III, "NORTH MEADOWS"

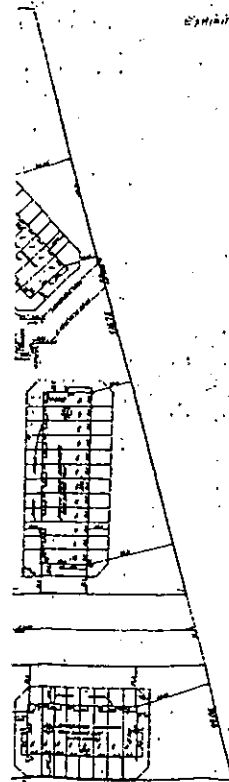
Lot 2 in Block 2 in NORTH MEADOWS, being a subdivision of a part of the SE 1/4 and the NE 1/4 of the SE 1/4 of Section 3, T 8 N, R 21 E, in the City of Milwaukee, Milwaukee County, Wisconsin, and that part of Lot 2 in Block 1 in said North Meadows which is bounded and described as follows:

Commencing at the Northwest corner of Lot 1 in said Block 1; thence North 82°56'18" East along the East line of North 95th Street 452.80ft. to a point; thence Northerly along the Easterly line of North 95th Street 201.76ft. on the arc of a curve whose center lies to the East, whose radius is 272.90ft. and whose chord bears North 25°41'14" East 194.12ft. to a point; thence North 64°50'18" East along the Easterly line of North 95th Street 278.34ft. to a point; thence Northerly along the Easterly line of North 95th Street 346.81ft. on the arc of a curve whose center lies to the West, whose radius is 280.88ft. and whose chord bears North 30°50'59" East 144.95ft. to the Northwest corner of said Block 1. Thence South 74°57'20" East along the South line of East Allyn Street 30.00ft. to a point; thence Easterly along the South line of East Allyn Street 142.81ft. on the arc of a curve whose center lies to the South, whose radius is 1457.20ft. and whose chord bears South 72°07'54" East 145.55ft. to a point; thence South 02°24'10" West 1018.58ft. to a point in the Easterly line of Lot 1 Block 1, thence North 75°53'40" West along the Easterly line of Lot 1 Aferoad 516.36ft. to the point of beginning. Excepting therefrom the following:

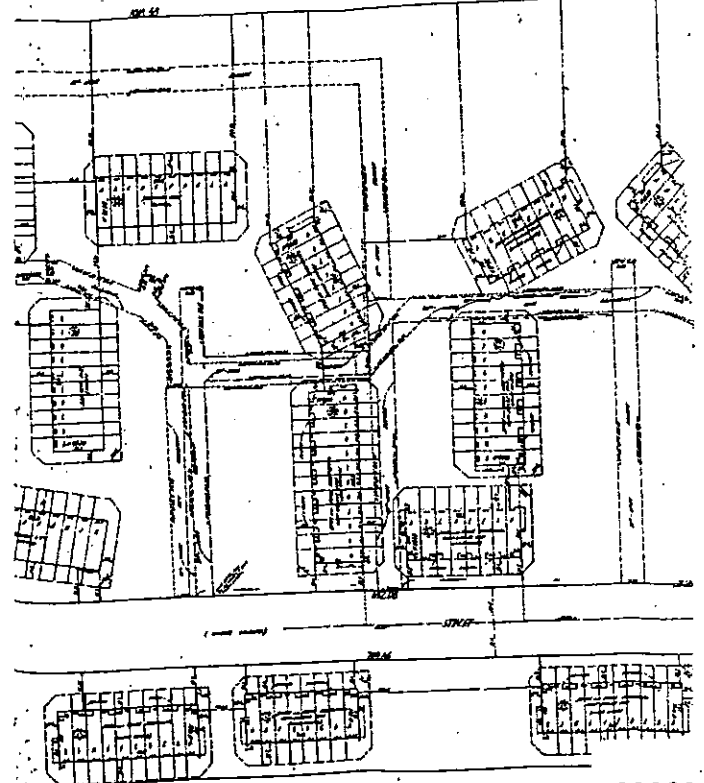
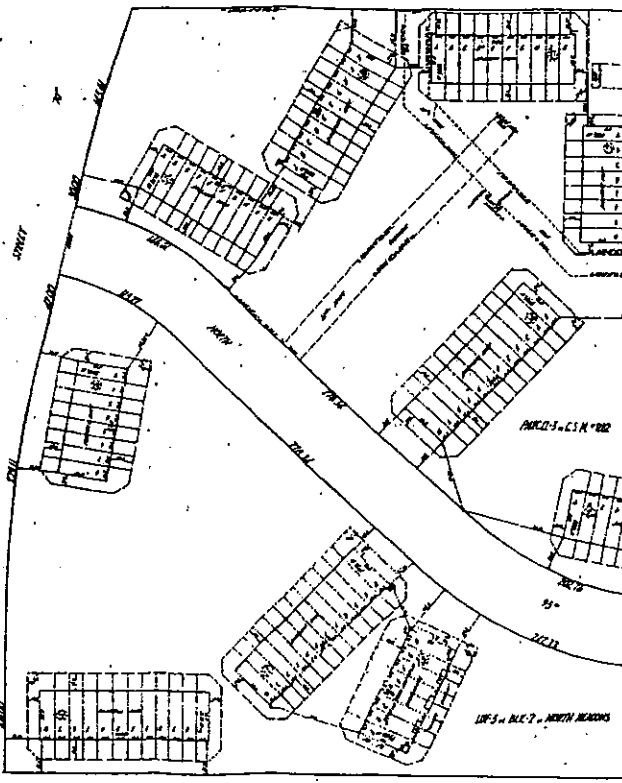
- Building 27 8911 North 95th Street
- Building 27 8921 North 95th Street
- Building 24 9011 North 95th Street
- Building 25 9021 North 95th Street
- Building 26 9031 North 95th Street
- Building 27 9041 North 95th Street
- Building 28 9051 North 95th Street
- Building 29 9061 North 95th Street
- Building 30 9071 North 95th Street
- Building 31 9081 North 95th Street
- Building 32 9091 North 95th Street
- Building 33 9101 North 95th Street
- Building 34 9111 North 95th Street
- Building 35 9121 North 95th Street
- Building 36 9131 North 95th Street
- Building 37 9141 North 95th Street
- Building 38 9151 North 95th Street
- Building 39 9161 North 95th Street
- Building 40 9171 North 95th Street
- Building 41 9181 North 95th Street
- Building 42 9191 North 95th Street
- Building 43 9201 North 95th Street
- Building 44 9211 North 95th Street

PLAT 3-CJM # 12,822

Exhibit C-18



PLAT 3-CJM # 12,822
MILWAUKEE COUNTY
MILWAUKEE, WISCONSIN
RECORDED
JAN 15 1922
PLAT 3-CJM # 12,822



RECORDED
 4649877
 REGISTRATION TO
 DECLARATION OF CONDITIONS, COVENANTS,
 RESTRICTIONS AND EASEMENTS
 RESPECTING NORTH HAZARD HOUSES

THIS INSTRUMENT IS made so that Declaration of Conditions,
 Covenants, Restrictions and Easements regarding North Hazard
 House (hereinafter referred to as the "Declaration")
 as more specifically identified in the following documents,
 as with:

Document	Date	Page	Index	Document	
Original Declaration	3-16-70	3-15-70	533	1496-1545	4516802
Amendment No. 1	10-14-70	10-14-70	554	894-916	4553423
Amendment No. 2	11-25-70	5-19-71	587	403-409	4581570
Amendment No. 3	11-11-71	5-19-71	587	418-421	4591530
Amendment No. 4	11-10-71	11-22-71	622	712-728	4637219

all proceedings having been made in the office of the Register
 of Deeds for Milwaukee County, Wisconsin.

WITNESSETH:

HEREBY, the Developer desires to amend the Declaration per-
 mitted to the provisions of Article II, Section 3 of the De-
 clarative.

NOW THEREFORE, the Developer hereby declares that the follow-
 ing amendments be and they hereby are made to the provisions
 of the Declaration:

1. The Declaration shall include as Exhibit C-20 a
 certified statement of the architect required by
 the Wisconsin Statutes, Section 703.13 with re-
 spect to Buildings 40 and 41.
2. The Declaration shall include as Exhibit C-21 a
 certified statement of the architect required by
 the Wisconsin Statutes, Section 703.13 with re-
 spect to Buildings 42 and 43.

This instrument shall be referred to as "Amendment No. 5"
 to the Declaration of Conditions, Covenants, Restrictions,
 and Easements regarding North Hazard House.

Dated at Milwaukee, Wisconsin this 21st day of January, 1972.

IN WITNESS WHEREOF, THE NORTH HAZARD HOUSE COMPANY has caused
 this document to be signed by its partner, THE METROPOLITAN
 BUILDING COMPANY, by Melvin E. Klein and David B. Siegel and by

RECORDED
 4649877
 REGISTRATION TO
 DECLARATION OF CONDITIONS, COVENANTS,
 RESTRICTIONS AND EASEMENTS
 RESPECTING NORTH HAZARD HOUSES

THIS INSTRUMENT IS made so that Declaration of Conditions,
 Covenants, Restrictions and Easements regarding North Hazard
 House (hereinafter referred to as the "Declaration")
 as more specifically identified in the following documents,
 as with:

Document	Date	Page	Index	Document	
Original Declaration	3-16-70	3-15-70	533	1496-1545	4516802
Amendment No. 1	10-14-70	10-14-70	554	894-916	4553423
Amendment No. 2	11-25-70	5-19-71	587	403-409	4581570
Amendment No. 3	11-11-71	5-19-71	587	418-421	4591530
Amendment No. 4	11-10-71	11-22-71	622	712-728	4637219

all proceedings having been made in the office of the Register
 of Deeds for Milwaukee County, Wisconsin.

WITNESSETH:

HEREBY, the Developer desires to amend the Declaration per-
 mitted to the provisions of Article II, Section 3 of the De-
 clarative.

NOW THEREFORE, the Developer hereby declares that the follow-
 ing amendments be and they hereby are made to the provisions
 of the Declaration:

1. The Declaration shall include as Exhibit C-20 a
 certified statement of the architect required by
 the Wisconsin Statutes, Section 703.13 with re-
 spect to Buildings 40 and 41.
2. The Declaration shall include as Exhibit C-21 a
 certified statement of the architect required by
 the Wisconsin Statutes, Section 703.13 with re-
 spect to Buildings 42 and 43.

This instrument shall be referred to as "Amendment No. 5"
 to the Declaration of Conditions, Covenants, Restrictions,
 and Easements regarding North Hazard House.

Dated at Milwaukee, Wisconsin this 21st day of January, 1972.

IN WITNESS WHEREOF, THE NORTH HAZARD HOUSE COMPANY has caused
 this document to be signed by its partner, THE METROPOLITAN
 BUILDING COMPANY, by Melvin E. Klein and David B. Siegel and by

4649877
 21-28-72
 22-2-72
 31-4-72
 4812571
 Amendment 4812571
 4/28/72

RECORDED
 4649877
 REGISTRATION TO
 DECLARATION OF CONDITIONS, COVENANTS,
 RESTRICTIONS AND EASEMENTS
 RESPECTING NORTH HAZARD HOUSES

STATE OF WISCONSIN
 COUNTY OF MILWAUKEE

Personally seen before me this 21st day of January, 1972,
 Melvin E. Klein and David B. Siegel, known to me to be the
 partners of Metropolitan Building Company, a partnership and
 Earl B. Lillydahl and James J. Gordon, known to me to be
 the Vice President and Secretary of The North Hazard House
 Group, Inc., who did execute the foregoing instrument and acknow-
 ledge the same.

James J. Gordon
 Notary Public

State of Wisconsin
 County of Milwaukee
 My Commission Expires 8-29-74

RECORDED
 4649877
 REGISTRATION TO
 DECLARATION OF CONDITIONS, COVENANTS,
 RESTRICTIONS AND EASEMENTS
 RESPECTING NORTH HAZARD HOUSES

STATE OF WISCONSIN
 COUNTY OF MILWAUKEE

THIS INSTRUMENT IS made so that Declaration of Conditions,
 Covenants, Restrictions and Easements regarding North Hazard
 House (hereinafter referred to as the "Declaration")
 as more specifically identified in the following documents,
 as with:

Document	Date	Page	Index	Document	
Original Declaration	3-16-70	3-15-70	533	1496-1545	4516802
Amendment No. 1	10-14-70	10-14-70	554	894-916	4553423
Amendment No. 2	11-25-70	5-19-71	587	403-409	4581570
Amendment No. 3	11-11-71	5-19-71	587	418-421	4591530
Amendment No. 4	11-10-71	11-22-71	622	712-728	4637219

all proceedings having been made in the office of the Register
 of Deeds for Milwaukee County, Wisconsin.

WITNESSETH:

HEREBY, the Developer desires to amend the Declaration per-
 mitted to the provisions of Article II, Section 3 of the De-
 clarative.

NOW THEREFORE, the Developer hereby declares that the follow-
 ing amendments be and they hereby are made to the provisions
 of the Declaration:

1. The Declaration shall include as Exhibit C-20 a
 certified statement of the architect required by
 the Wisconsin Statutes, Section 703.13 with re-
 spect to Buildings 40 and 41.
2. The Declaration shall include as Exhibit C-21 a
 certified statement of the architect required by
 the Wisconsin Statutes, Section 703.13 with re-
 spect to Buildings 42 and 43.

This instrument shall be referred to as "Amendment No. 5"
 to the Declaration of Conditions, Covenants, Restrictions,
 and Easements regarding North Hazard House.

Dated at Milwaukee, Wisconsin this 21st day of January, 1972.

IN WITNESS WHEREOF, THE NORTH HAZARD HOUSE COMPANY has caused
 this document to be signed by its partner, THE METROPOLITAN
 BUILDING COMPANY, by Melvin E. Klein and David B. Siegel and by

STATE OF WISCONSIN
COUNTY OF MILWAUKEE

JOHN BARON SWENSON, being first sworn on oath deposes and says that he is the architect for the project known as North Window House and that the floor plans known as Exhibits C-1 through C-9 recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin on October 14, 1970 in Book 154, Pages 901 through 908 is a portion of the plan of Buildings 22 and 23 as filed with and approved by the City of Milwaukee having jurisdiction over the issuance of permits for the construction of said buildings and that such plan substantially depicts the units as erected.

John Baron Swenson
Architect

Subscribed and sworn to before me this 14th day of January, 1971.

Carole P. Hupp

Notary Public
State of Wisconsin
County of Milwaukee

My Commission Expires 27 Oct 72



RECORDED AT
MILWAUKEE
4671423

THIS AMENDMENT is made to that Declaration of Conditions, Covenants, Restrictions and Easements regarding North Window House (hereinafter referred to as "Declaration") as more specifically identified in the following recitation, to wit:

Document	Date Recorded	Book	Page	Document Number	
Original Declaration	3-16-70	116-70	523	1494-1545	4516802
Amendment No. 1	10-14-70	15-14-70	554	894-916	4552329
Amendment No. 2	11-25-70	5-15-71	587	403-408	4592329
Amendment No. 3	1-12-71	8-19-71	587	414-421	4592330
Amendment No. 4	11-10-71	11-21-71	622	712-720	4627319
Amendment No. 5	1-21-72	1-24-72	632	812-814	4648877

All recordings having been made in the office of the Register of Deeds for Milwaukee County, Wisconsin.

W I T N E S S E T H :

WHEREAS, the Developer desires to amend the Declaration pursuant to the provisions of Article II, Section 3 of the Declaration,

NOW THEREFORE, the Developer hereby declares that the following amendments be and they hereby are made to the provisions of the Declaration.

1. The Declaration shall include as Exhibit C-22 a verified statement of the architect, required by the Wisconsin Statutes, Section 903.12 with respect to Buildings 24, 25, 26, and 27 through 29.
2. The Declaration Amendment No. 1 at Exhibit C-17 therein recorded at Book 187, Page 429 is typographically corrected to reflect that Exhibit C-4 through C-9 is a portion of the plan of Building 23 rather than Building 22.
3. The Declaration Amendment No. 4 at Exhibit D therein recorded at Book 422, Page 716 is corrected to reflect the "Unit No." of Building 43, 5230 North Fifth Street as Unit rather than A-K.

This instrument shall be referred to as "Amendment No. 6" to the Declaration of Conditions, Covenants, Restrictions, and Easements regarding North Window House.

RD 649M1944

4671423

Amendment 4812571
4840374

Dated at Milwaukee, Wisconsin, this 14th day of April, 1972.
IN WITNESS WHEREOF, THE NORTH WINDOW HOUSE COMPANY has caused this document to be signed by its partners, THE METROPOLITAN BUILDING COMPANY, by Melvin Goldin and David H. Siegel, and by its partner THE URBAN SHOOTER GROUP, INC., by Earl S. Lillymahl, its Vice President, and James J. Bardeen, its Secretary.

METROPOLITAN BUILDING COMPANY
By: *Melvin Goldin*
By: *David H. Siegel*
THE URBAN SHOOTER GROUP, INC.
By: *Earl S. Lillymahl*
By: *James J. Bardeen*

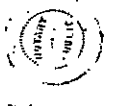
STATE OF WISCONSIN
COUNTY OF MILWAUKEE

Personally came before me this 14th day of April, 1972, Melvin Goldin and David H. Siegel, known to me to be the partners of Metropolitan Building Company, a partnership and Earl S. Lillymahl and James J. Bardeen, known to me to be the Vice President and Secretary of The Urban Shooter Group, Inc., who did execute the foregoing instrument and acknowledge the same.

Carole P. Hupp
Notary Public

State of Wisconsin
County of Milwaukee
My Commission Expires: 2/19/74

This instrument was drafted by Attorney James J. Bardeen.



JOHN BARON SWENSON, being first sworn on oath deposes and says that he is the architect for the project known as North Window House and that the floor plans known as Exhibits C-1 through C-9 recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin, on October 14, 1970, in Book 154, Pages 901 through 908, is a portion of the plan of Buildings 24, 25 and 26 as filed with and approved by the City of Milwaukee having jurisdiction over the issuance of permits for the construction of said buildings, and that such plan substantially depicts the layout, location, unit numbers and dimensions of the buildings and units as located and erected.

That Exhibits C-4 through C-9 recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin, on October 14, 1970, in Book 154, Pages 909 through 916, is a portion of the plan of Buildings 25, 26 and 27 as filed with and approved by the City of Milwaukee having jurisdiction over the issuance of permits for the construction of said buildings, and that such plan substantially depicts the layout, location, unit numbers and dimensions of the buildings and units as located and erected.

That Exhibits C-12 through C-16 recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin, on May 19, 1971, in Book 187, Pages 415 through 419, is a portion of the plan of Buildings 24 and 29 as filed with and approved by the City of Milwaukee having jurisdiction over the issuance of permits for the construction of said buildings, and that such plan substantially depicts the layout, location, unit numbers and dimensions of the buildings and units as located and erected.

That the unit numbering for Buildings 24, 25 and 26 is designated A-B-C-D-E-F-G-H-I.

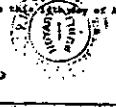
That the unit numbering for Buildings 25, 26 and 27 is designated A-B-C-D-E-F-G-H-I.

That the unit numbering for Buildings 24 and 29 is designated A-B-C-D-E-F-G-H-I.

Subscribed and sworn to before me this 14th day of April, 1972.

Carole P. Hupp
Notary Public

State of Wisconsin
County of Milwaukee
My Commission Expires: 2/19/74



RECEIVED 4812571

761-41764

4812571

RECORDED AT 11:15 AM

DECEMBER 1977

AGREEMENT TO
DECLARATION OF CONDITIONS, COVENANTS,
RESTRICTIONS AND EASEMENTS
REGARDING NORTH MEADOW HOUSES

THIS AGREEMENT is made to that Declaration of Conditions, Covenants, Restrictions and Easements regarding North Meadow House (hereinafter referred to as "Declaration") as more specifically identified in the following documents, to wit:

Document	Date Executed	Book	Page	Instrument Number
Original Declaration	3-16-70	213	1064-1343	4516802
Amendment No. 1	10-14-70	354	894-914	4532429
Amendment No. 2	11-23-70	567	421-499	4592370
Amendment No. 3	5-13-71	587	419-427	4592350
Amendment No. 4	11-10-71	472	712-720	4617289
Amendment No. 5	1-21-72	432	912-914	4649877
Amendment No. 6	4-14-72	448	1764-1764	4671423
Amendment No. 7	2-13-73	730	1649-1679	4764370

all proceedings having been made in the office of the Register of Deeds for Milwaukee County, Wisconsin.

WITNESSETH:

WENDELL, the Developer desires to amend the Declaration pursuant to the provisions of Article XI, Section 3 of the Declaration.

NOW THEREFORE, the Developer hereby declares that the following amendments be and they hereby are made to the provisions of the Declaration:

- The Declaration shall include as Exhibit C-25 a certified statement of the architect required by the Wisconsin Statutes, Section 702.13 with respect to Buildings 20, 21, 22 and 23.
- The Declaration Amendment No. 6 recorded at Book 449, Page 1849 is typographically corrected to reflect the Recording Number for Amendment No. 6 to read 4592370 rather than 4592376.
- The Declaration Amendment No. 7 recorded at Book 730, Page 1649 is typographically corrected to reflect the Recording Number for Amendment No. 7 to read 4592370 rather than 4592376.

This instrument shall be referred to as "Amendment No. 8" to the Declaration of Conditions, Covenants, Restrictions, and Easements regarding North Meadow House.

4812571

Amendment 4840384

761-41765

State of Wisconsin, Milwaukee, this 20th day of December, 1977.

BEFORE ME, the State Notary Public, the above named NORTH MEADOW HOUSES COMPANY has caused this document to be signed by its president, THE METROPOLITAN HOLDING COMPANY, by Jack Burke and David R. Havel and by its president THE URBAN DEVELOPMENT GROUP, INC., by Earl B. Lillyblad, its Vice President and Marc C. Leslie, its Secretary.

METROPOLITAN HOLDING COMPANY

THE URBAN DEVELOPMENT GROUP, INC.

Earl B. Lillyblad, Vice President

Marc C. Leslie, Secretary

STATE OF WISCONSIN)
COUNTY OF MILWAUKEE)

Personally seen before me this 20th day of December, 1977, Jack Burke and David R. Havel, known to me to be the partners of Metropolitan Holding Company, a partnership and Earl B. Lillyblad and Marc C. Leslie, known to me to be the Vice President and Secretary of The Urban Development Group, Inc., who did execute the foregoing instrument and acknowledge the same.

Notary Public

Notary Public

This instrument was drafted by Attorney E. B. Lillyblad.

761-41766

STATE OF WISCONSIN)
COUNTY OF MILWAUKEE)

JOHN L. LESKE, Esq., being first sworn as oath sworn and says that he is an architect for the project known as North Meadow House.

That Exhibits C-1 through C-3 recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin, on October 14, 1970, in Book 334, Pages 889 through 918, is a portion of the plan of Buildings 22 and 23 as filed with and approved by the City of Milwaukee having jurisdiction over the issuance of permits for the construction of said buildings; and that such plan substantially depicts the layout, location, unit numbers and dimensions of the buildings and units as located and created.

That Exhibits C-11 through C-14 recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin, on May 19, 1971, in Book 387, Pages 445 through 461, is a portion of the plan of Buildings 20 and 21 as filed with and approved by the City of Milwaukee having jurisdiction over the issuance of permits for the construction of said buildings; and that such plan substantially depicts the layout, location, unit numbers and dimensions of the buildings and units as located and created.

That the unit numbering for buildings 22 and 23 is designated A-B-C-D-E-F-G-H-I-J-K-L-M.

That the unit numbering for buildings 20 and 21 is designated P-Q-R-S-T-U-V-W-X-Y-Z-AA-AB-AC-AD-AE-AF-AG-AH-AM.

Witnessed and given to me before me this 20th day of December, 1977.

Notary Public
Milwaukee County, Wisconsin
By Commission Expires
23 October 1977

761-41765

785-634

18-11-35-1

RECORDED AT 11:15 AM

DECEMBER 1977

AGREEMENT TO
DECLARATION OF CONDITIONS, COVENANTS,
RESTRICTIONS AND EASEMENTS
REGARDING NORTH MEADOW HOUSES

THIS AGREEMENT is made to that Declaration of Conditions, Covenants, Restrictions and Easements regarding North Meadow House (hereinafter referred to as "Declaration") as more specifically identified in the following documents, to wit:

Document	Date Executed	Book	Page	Instrument Number
Original Declaration	3-16-70	213	1064-1343	4516802
Amendment No. 1	10-14-70	354	894-914	4532429
Amendment No. 2	11-23-70	567	421-499	4592370
Amendment No. 3	5-13-71	587	419-427	4592350
Amendment No. 4	11-10-71	472	712-720	4617289
Amendment No. 5	1-21-72	432	912-914	4649877
Amendment No. 6	4-14-72	448	1764-1764	4671423
Amendment No. 7	2-13-73	730	1649-1679	4764370
Amendment No. 8	11-20-73	741	1764-1764	4812571

all proceedings having been made in the office of the Register of Deeds for Milwaukee County, Wisconsin.

WITNESSETH:

WENDELL, the Developer desires to amend the Declaration pursuant to the provisions of Article XI, Section 3 of the Declaration.

NOW THEREFORE, the Developer hereby declares that the following amendment be and it hereby is made to the provisions of the Declaration:

- The Declaration shall include as Exhibit C-26 a certified statement of the architect required by the Wisconsin Statutes, Section 702.13 with respect to Buildings 20, 21, 22, 23, 24, 25, and 26.

This instrument shall be referred to as "Amendment No. 9" to the Declaration of Conditions, Covenants, Restrictions, and Easements regarding North Meadow House.

Noted at Milwaukee, Wisconsin, this 21st day of April, 1974.

4840384

8158677

Document Number

**AMENDMENT
TO THE DECLARATION
OF NORTH MEADOW HOMES**

REGISTER'S OFFICE | SS
Milwaukee County, WI

RECORDED AT 3:51 PM

10-26-2001

WALTER R. BARCZAK
REGISTER OF DEEDS

AMOUNT 19.00

REEL
5188

Recording Area

Name and Return Address

Gerald J. Mayhew
733 North Van Buren Street
Milwaukee, WI 53202

ENV

IMAGE
2168

THIS DOCUMENT DRAFTED BY:

Gerald J. Mayhew
TREBON & MAYHEW
733 North Van Buren Street
Milwaukee, WI 53202
224-1000

**AMENDMENT TO THE DECLARATION
FOR
NORTH MEADOW HOMES**

THIS AMENDMENT to the Declaration of North Meadow Homes, made and entered into this 25th day of October, 2001.

RECITALS:

WHEREAS, the undersigned are the duly authorized and elected President and Secretary of North Meadow Homes Association, Inc., a Wisconsin Non-Profit, Non-Stock Corporation;

WHEREAS, the original Declaration of North Meadow Homes was dated and acknowledged March 16, 1970, and recorded by the Declarant thereof as such condominium in the office of the Register of Deeds for Milwaukee County, Wisconsin, on March 25, 1970, as Document No. 4516802; and

WHEREAS, the required written consent of the unit owners and approval of mortgagees for amendment to the Declaration for North Meadow Homes has been obtained for such amendment as stated below.

NOW, THEREFORE, the Amendment to the Declaration of North Meadow Homes is as follows:

The name of the condominiums shall be changed to The Woodlands Condominium, and Article I, Section 1 of the Declaration shall be amended to state that "Association" shall mean and refer to The Woodlands Condominium Association, Inc., a corporation organized pursuant to Chapter 181 of the Wisconsin Statutes, its successors and assigns.

NOW, THEREFORE, the undersigned President and Secretary of North Meadow Homes Association, Inc., a Wisconsin Non-Profit, Non-Stock Corporation, do hereby certify that said Amendment was consented to in writing by not less than 75% of the unit owners and approved by their respective mortgagees, all pursuant to Wisconsin Statutes, Section 703.09(2) and Article XI, Section 3 of the Declaration of North Meadow Homes.

IN WITNESS THEREOF, the said North Meadow Homes Association, Inc., a Wisconsin Non-Profit, Non-Stock Corporation has caused this document to be executed by its President and Secretary this 25th day of October, 2001, so that it may be recorded with the Register of Deeds of Milwaukee County, Wisconsin.

REEL 5188
IMAGE 2165

Legal Description

(North Meadow Homes Condominiums)

CELL 5188
IMAGE 2171

Units A through K, Building 1	8827 North 95 th Street, Milwaukee, Wisconsin
Units A through H, Building 2	8836 North 95 th Street, Milwaukee, Wisconsin
Units A through K, Building 3	8842 North 95 th Street, Milwaukee, Wisconsin
Units A through K, Building 4	8848 North 95 th Street, Milwaukee, Wisconsin
Units A through K, Building 5	8854 North 95 th Street, Milwaukee, Wisconsin
Units A through K, Building 6	8860 North 95 th Street, Milwaukee, Wisconsin
Units A through K, Building 7	8866 North 95 th Street, Milwaukee, Wisconsin
Units A through K, Building 8	8872 North 95 th Street, Milwaukee, Wisconsin
Units A through H, Building 9	8878 North 95 th Street, Milwaukee, Wisconsin
Units A through K, Building 10	8884 North 95 th Street, Milwaukee, Wisconsin
Units A through K, Building 11	8867 North 95 th Street, Milwaukee, Wisconsin
Units A through H, Building 12	8841 North 91 st Street, Milwaukee, Wisconsin
Units A through K, Building 13	8847 North 91 st Street, Milwaukee, Wisconsin
Units A through H, Building 14	8853 North 91 st Street, Milwaukee, Wisconsin
Units A through M, Building 15	8859 North 91 st Street, Milwaukee, Wisconsin
Units A through H, Building 16	8865 North 91 st Street, Milwaukee, Wisconsin
Units A through K, Building 17	8871 North 91 st Street, Milwaukee, Wisconsin
Units A through K, Building 18	8877 North 91 st Street, Milwaukee, Wisconsin
Units A through K, Building 19	8883 North 91 st Street, Milwaukee, Wisconsin
Units A through H, Building 20	8895 North 91 st Street, Milwaukee, Wisconsin
Units A through K, Building 21	8889 North 91 st Street, Milwaukee, Wisconsin
Units A through H, Building 22	8911 North 95 th Street, Milwaukee, Wisconsin
Units A through K, Building 23	8951 North 95 th Street, Milwaukee, Wisconsin
Units A through H, Building 24	9011 North 95 th Street, Milwaukee, Wisconsin
Units A through K, Building 25	9031 North 95 th Street, Milwaukee, Wisconsin
Units A through H, Building 26	9051 North 95 th Street, Milwaukee, Wisconsin
Units A through M, Building 27	9061 North 95 th Street, Milwaukee, Wisconsin
Units A through M, Building 28	9071 North 95 th Street, Milwaukee, Wisconsin
Units A through H, Building 29	9097 North 95 th Street, Milwaukee, Wisconsin
Units A through K, Building 30	9096 North 95 th Street, Milwaukee, Wisconsin
Units A through K, Building 31	9086 North 95 th Street, Milwaukee, Wisconsin
Units A through K, Building 32	9076 North 95 th Street, Milwaukee, Wisconsin
Units A through H, Building 33	9070 North 95 th Street, Milwaukee, Wisconsin
Units A through M, Building 34	9060 North 95 th Street, Milwaukee, Wisconsin
Units A through K, Building 35	9050 North 95 th Street, Milwaukee, Wisconsin
Units A through K, Building 36	9040 North 95 th Street, Milwaukee, Wisconsin
Units A through K, Building 37	9030 North 95 th Street, Milwaukee, Wisconsin
Units A through H, Building 38	9020 North 95 th Street, Milwaukee, Wisconsin
Units A through M, Building 39	9010 North 95 th Street, Milwaukee, Wisconsin

REEL 5188
IMAGE 2172

- Units A through H, Building 40 8990 North 95th Street, Milwaukee, Wisconsin
- Units A through K, Building 41 8970 North 95th Street, Milwaukee, Wisconsin
- Units A through H, Building 42 8950 North 95th Street, Milwaukee, Wisconsin
- Units A through H, Building 43 8930 North 95th Street, Milwaukee, Wisconsin
- Units A through M, Building 44 8910 North 95th Street, Milwaukee, Wisconsin
- Units A through K, Building 45 8901 North 91st Street, Milwaukee, Wisconsin
- Units A through K, Building 46 8911 North 91st Street, Milwaukee, Wisconsin
- Units A through K, Building 47 8921 North 91st Street, Milwaukee, Wisconsin
- Units A through K, Building 48 8931 North 91st Street, Milwaukee, Wisconsin
- Units A through K, Building 49 8941 North 91st Street, Milwaukee, Wisconsin
- Units A through M, Building 50 9001 North 91st Street, Milwaukee, Wisconsin
- Units A through M, Building 51 9011 North 91st Street, Milwaukee, Wisconsin
- Units A through K, Building 52 9021 North 91st Street, Milwaukee, Wisconsin
- Units A through K, Building 53 9031 North 91st Street, Milwaukee, Wisconsin
- Units A through K, Building 54 9125 West Allyn Street, Milwaukee, Wisconsin
- Units A through M, Building 55 9221 West Allyn Street, Milwaukee, Wisconsin
- Units A through K, Building 56 9241 West Allyn Street, Milwaukee, Wisconsin
- Units A through K, Building 57 9261 West Allyn Street, Milwaukee, Wisconsin
- Units A through H, Building 58 9281 West Allyn Street, Milwaukee, Wisconsin
- Units A through K, Building 59 9325 West Allyn Street, Milwaukee, Wisconsin

Together with the undivided interest in the common elements appurtenant to said unit, in North Meadow Homes, a condominium created and existing under the Condominium Ownership Act of the State of Wisconsin by Declaration recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin on March 25, 1970, in Reel 523, Image 1496, as Document No. 4516802; and amendments thereto recorded on October 14, 1970, in Reel 554, Image 894, as Document No. 4553429, May 19, 1971, in Reel 587, Image 403, as Document No. 4592529; May 19, 1971, in Reel 587, Image 410, as Document No. 4592530; November 22, 1971, in Reel 622, Image 712, as Document No. 4637319; January 24, 1972, in Reel 632, Image 912, as Document No. 4649877; May 5, 1972, in Reel 649, Image 1944, as Document No. 4671423; August 9, 1973, in Reel 738, Image 1669, as Document No. 4784370; December 21, 1973, in Reel 761, Image 1764, as Document No. 4812571; May 14, 1974, in Reel 785, Image 634, as Document No. 4840384 and November 1, 1984, in Reel 1694, Image 827, as Document No. 5762306; said condominium being located in the City of Milwaukee, Milwaukee County, Wisconsin.

Document Number

**AMENDMENT
TO THE DECLARATION FOR
THE WOODLANDS CONDOMINIUM**

REGISTER'S OFFICE | SS
Milwaukee County, WI

RECORDED AT 2:45 PM

02-27-2002

WALTER R. BARCZAK
REGISTER OF DEEDS

AMOUNT 19.00

Recording Area

Name and Return Address

Gerald J. Mayhew
733 North Van Buren Street
Milwaukee, WI 53202



THIS DOCUMENT DRAFTED BY:

Gerald J. Mayhew
TREBON & MAYHEW
733 North Van Buren Street
Milwaukee, WI 53202
(414) 224-1000

REEL

5273

IMAGE

4020

AMENDMENT TO THE DECLARATION
FOR
THE WOODLANDS CONDOMINIUM

THIS AMENDMENT to the Declaration of THE WOODLANDS CONDOMINIUM, made and entered into this 19th day of November, 2001.

RECITALS:

WHEREAS, the undersigned are the duly authorized and elected President and Secretary of The Woodlands Condominium Homeowners Association, Inc., a Wisconsin Non-Profit, Non-Stock Corporation;

WHEREAS, the original Declaration of The Woodlands Condominium was dated and acknowledged March 16, 1970, and recorded by the Declarant thereof as such condominium in the office of the Register of Deeds for Milwaukee County, Wisconsin, on March 25, 1970, as Document No. 4516802; and

WHEREAS, the required written consent of the unit owners and approval of mortgagees for amendment to the Declaration for The Woodlands Condominium has been obtained for such amendment as stated below.

NOW, THEREFORE, the Amendment to the Declaration of The Woodlands Condominium is as follows:

Article I, Section 1 of the Declaration shall be amended to state that "Association" shall mean and refer to The Woodlands Condominium Homeowners Association, Inc., a corporation organized pursuant to Chapter 181 of the Wisconsin Statutes, its successors and assigns.

NOW, THEREFORE, the undersigned President and Secretary of The Woodlands Condominium Homeowners Association, Inc., a Wisconsin Non-Profit, Non-Stock Corporation, do hereby certified that said Amendment was consented to in writing by not less than 75% of the unit owners and approved by their respective mortgagees, all pursuant to Wisconsin Statutes, Section 703.09(2) and Article XI, Section 3 of the Declaration of The Woodlands Condominium.

IN WITNESS THEREOF, the said The Woodlands Condominium Homeowners Association, Inc., a Wisconsin Non-Profit, Non-Stock Corporation has caused this document to be executed by its President and Secretary this 22 day of February, 2002, so that it may be recorded with the Register of Deeds of Milwaukee County, Wisconsin.

REEL 3
IMAGE 4021

THE WOODLANDS CONDOMINIUM
HOMEOWNERS ASSOCIATION, INC.

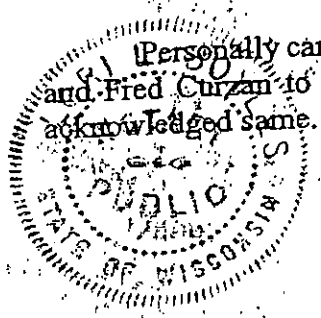
By: [Signature]
Eric Jernberg, President

By: [Signature]
Fred Curzan, Secretary

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)

Personally came before me this 22nd day of February, 2002, the above named Eric Jernberg and Fred Curzan to me known to be the persons who executed the foregoing instrument and acknowledged same.



[Signature]
Notary Public, State of Wisconsin
My commission expires: 8-7-05

This instrument was drafted by:

Gerald J. Mayhew, Esq.
733 North Van Buren Street
Milwaukee, WI 53202
(414) 224-1000

Legal Description

THE WOODLANDS CONDOMINIUMS
(f/k/a North Meadow Homes Condominiums)

Units A through K, Building 1	8827 North 95 th Street, Milwaukee, Wisconsin
Units A through H, Building 2	8836 North 95 th Street, Milwaukee, Wisconsin
Units A through K, Building 3	8842 North 95 th Street, Milwaukee, Wisconsin
Units A through K, Building 4	8848 North 95 th Street, Milwaukee, Wisconsin
Units A through K, Building 5	8854 North 95 th Street, Milwaukee, Wisconsin
Units A through K, Building 6	8860 North 95 th Street, Milwaukee, Wisconsin
Units A through K, Building 7	8866 North 95 th Street, Milwaukee, Wisconsin
Units A through K, Building 8	8872 North 95 th Street, Milwaukee, Wisconsin
Units A through H, Building 9	8878 North 95 th Street, Milwaukee, Wisconsin
Units A through K, Building 10	8884 North 95 th Street, Milwaukee, Wisconsin
Units A through K, Building 11	8867 North 95 th Street, Milwaukee, Wisconsin
Units A through H, Building 12	8841 North 91 st Street, Milwaukee, Wisconsin
Units A through K, Building 13	8847 North 91 st Street, Milwaukee, Wisconsin
Units A through H, Building 14	8853 North 91 st Street, Milwaukee, Wisconsin
Units A through M, Building 15	8859 North 91 st Street, Milwaukee, Wisconsin
Units A through H, Building 16	8865 North 91 st Street, Milwaukee, Wisconsin
Units A through K, Building 17	8871 North 91 st Street, Milwaukee, Wisconsin
Units A through K, Building 18	8877 North 91 st Street, Milwaukee, Wisconsin
Units A through K, Building 19	8883 North 91 st Street, Milwaukee, Wisconsin
Units A through H, Building 20	8895 North 91 st Street, Milwaukee, Wisconsin
Units A through K, Building 21	8889 North 91 st Street, Milwaukee, Wisconsin
Units A through H, Building 22	8911 North 95 th Street, Milwaukee, Wisconsin
Units A through K, Building 23	8951 North 95 th Street, Milwaukee, Wisconsin
Units A through H, Building 24	9011 North 95 th Street, Milwaukee, Wisconsin
Units A through K, Building 25	9031 North 95 th Street, Milwaukee, Wisconsin
Units A through H, Building 26	9051 North 95 th Street, Milwaukee, Wisconsin
Units A through M, Building 27	9061 North 95 th Street, Milwaukee, Wisconsin
Units A through M, Building 28	9071 North 95 th Street, Milwaukee, Wisconsin
Units A through H, Building 29	9097 North 95 th Street, Milwaukee, Wisconsin
Units A through K, Building 30	9096 North 95 th Street, Milwaukee, Wisconsin
Units A through K, Building 31	9086 North 95 th Street, Milwaukee, Wisconsin
Units A through K, Building 32	9076 North 95 th Street, Milwaukee, Wisconsin
Units A through H, Building 33	9070 North 95 th Street, Milwaukee, Wisconsin
Units A through M, Building 34	9060 North 95 th Street, Milwaukee, Wisconsin
Units A through K, Building 35	9050 North 95 th Street, Milwaukee, Wisconsin
Units A through K, Building 36	9040 North 95 th Street, Milwaukee, Wisconsin
Units A through K, Building 37	9030 North 95 th Street, Milwaukee, Wisconsin
Units A through H, Building 38	9020 North 95 th Street, Milwaukee, Wisconsin
Units A through M, Building 39	9010 North 95 th Street, Milwaukee, Wisconsin

Units A through H, Building 40
Units A through K, Building 41
Units A through H, Building 42
Units A through H, Building 43
Units A through M, Building 44
Units A through K, Building 45
Units A through K, Building 46
Units A through K, Building 47
Units A through K, Building 48
Units A through K, Building 49
Units A through M, Building 50
Units A through M, Building 51
Units A through K, Building 52
Units A through K, Building 53
Units A through K, Building 54
Units A through M, Building 55
Units A through K, Building 56
Units A through K, Building 57
Units A through H, Building 58
Units A through K, Building 59

8990 North 95th Street, Milwaukee, Wisconsin
8970 North 95th Street, Milwaukee, Wisconsin
8950 North 95th Street, Milwaukee, Wisconsin
8930 North 95th Street, Milwaukee, Wisconsin
8910 North 95th Street, Milwaukee, Wisconsin
8901 North 91st Street, Milwaukee, Wisconsin
8911 North 91st Street, Milwaukee, Wisconsin
8921 North 91st Street, Milwaukee, Wisconsin
8931 North 91st Street, Milwaukee, Wisconsin
8941 North 91st Street, Milwaukee, Wisconsin
9001 North 91st Street, Milwaukee, Wisconsin
9011 North 91st Street, Milwaukee, Wisconsin
9021 North 91st Street, Milwaukee, Wisconsin
9031 North 91st Street, Milwaukee, Wisconsin
9125 West Allyn Street, Milwaukee, Wisconsin
9221 West Allyn Street, Milwaukee, Wisconsin
9241 West Allyn Street, Milwaukee, Wisconsin
9261 West Allyn Street, Milwaukee, Wisconsin
9281 West Allyn Street, Milwaukee, Wisconsin
9325 West Allyn Street, Milwaukee, Wisconsin

5273

IMAGE

4023

Together with the undivided interest in the common elements appurtenant to said unit, in The Woodlands Condominium, a condominium created and existing under the Condominium Ownership Act of the State of Wisconsin by declaration recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin on March 25, 1970, in Reel 523, Image 1496, as Document No. 4516802; and Amendments thereto recorded on October 14, 1970, in Reel 554, Image 894, as Document No. 4553429, May 19, 1971, in Reel 587, Image 403, as Document No. 4592529; May 19, 1971, in Reel 587, Image 410, as document No. 4592530; November 22, 1971, in Reel 622, Image 712, as Document No. 4637319; January 24, 1972, in Reel 632, Image 912, as Document No. 4649877; May 5, 1972, in Reel 649, Image 1944, as Document No. 4671423; August 9, 1973, in Reel 738, Image 1669, as Document No. 4784370; December 21, 1973, in Reel 761, Image 1764, as Document No. 4812571; May 14, 1974, in Reel 785, Image 634, as Document No. 4840384; November 1, 1984, in Reel 1694, Image 827, as Document No. 5762306; and October 26, 2001, in Reel 5188, Image 2168, as Document No. 8158677; said condominium being located in the City of Milwaukee, Milwaukee County, Wisconsin.