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Document Number	**DECLARATION OF CONDOMINIUM OF THE TOWNS AT VISTA RUN CONDOMINIUM** Document Title

Recording Area

Document Drafted By:
Steve DeCleene
Return to:
VISTA RUN, LLC
N27 W24025 Paul Ct., Ste. 100
Pewaukee, WI 53072
Attention: Steve DeCleene

PIN: SUXV 0227999009

— THE TOWNS AT —

Vista Run

Condominium Declarations

CONDOMINIUM DECLARATION FOR
THE TOWNS AT VISTA RUN CONDOMINIUM
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CONDOMINIUM DECLARATION
FOR
THE TOWNS AT VISTA RUN CONDOMINIUM

THIS DECLARATION is made pursuant to The Condominium Ownership Act of the State of Wisconsin, Chapter 703 of the Wisconsin Statutes (hereinafter sometimes referred to as the "Act"), by Vista Run, LLC, a Wisconsin limited liability company, (hereinafter "Declarant").

1. STATEMENT OF DECLARATION.

Declarant, as the sole owner of the Land described in Section 3 hereof, together with all buildings and improvements constructed or to be constructed thereon all easements, rights, and appurtenances thereto (hereinafter referred to as "The Property") hereby submits and subjects said Property to the condominium form of ownership pursuant to the Act and this Declaration, which property shall be held, conveyed, devised, leased, encumbered, used, improved, and in all respects otherwise affected subject to the provisions, conditions, covenants, restrictions and easements of this Declaration and of the Act. Furthermore, this declaration shall subject the Condominium to participation in the Vista Run Master Association, Inc.; and all provisions hereof shall be deemed to run with the land and shall constitute benefits and burdens to the Declarant, its successors and assigns, and all parties hereafter having any interest in the Property.

2. NAME.

The name of the condominium created by this Declaration ("Condominium") shall be **THE TOWNS AT VISTA RUN CONDOMINIUM**.

3. LEGAL DESCRIPTION.

The real property comprising the Property (the "Land") which is hereby submitted and subjected to the provisions of the Act is legally described as set forth on **EXHIBIT A** attached hereto and incorporated herein.

4. DEFINITIONS.

For the purpose of brevity and clarity, certain words and terms used in this Declaration are defined as follows:

(a) "**ASSESSMENTS**" refers to both General Assessments and Special Assessments and means the amount determined by the Association to be due with respect to a Unit for Common Expenses and other charges.

(b) "**ASSOCIATION**" shall mean and refer to **THE TOWNS AT VISTA RUN CONDOMINIUM ASSOCIATION, INC.** a corporation formed under the Non-Stock Corporation Statute, Chapter 181, Wis. Stats, its successors and assigns.

(c) "**BUILDING**" shall mean any freestanding structure constructed or to be constructed upon the Property containing Units.

(d) "**BY-LAWS**" means the by-laws of the Association.

(e) **"COMMON ELEMENTS"** shall mean all portions of the Condominium other than Units.

(f) **"DECLARANT"** shall mean and refer to Vista Run, LLC and its successors and assigns.

(g) "**EXPANSION REAL ESTATE**" means the real property together with all buildings and improvements constructed or to be constructed thereon and all easements, rights, and appurtenances thereto, described on **EXHIBIT B**, which may be added in whole or in part at any time within ten (10) years of the date of recording of this Declaration of Condominium in accordance with the provisions of this Declaration and the Act.

(h) **"LIMITED COMMON ELEMENTS"** shall mean those Common Elements identified in this Declaration or on the Condominium Plat as reserved for the exclusive use of one or more, but less than all, of the Unit Owners.

(i) **"MAJORITY"** shall mean the Condominium Unit Owners with more than fifty percent (50%) of the votes assigned to the Units in this Declaration.

(j) **"MORTGAGE"** shall mean any recorded mortgage, land contract or other security instrument by which a Unit or any part thereof is encumbered.

(k) **"MORTGAGEE"** shall mean the holder of any Mortgage or any land contract vendor.

(l) **"OWNER"** shall mean and refer to the Person who holds legal title to a Unit, or the holder of an equitable interest as a land contract vendee but excluding any Mortgagee before such Mortgagee takes title to a Unit by foreclosure or process in lieu thereof.

(m) "**PERCENTAGE INTEREST**" means the undivided percentage interest from time to time of each Unit, determined as provided in Section 9, below.

(n) **"PERSON"** shall mean an individual, corporation, partnership, association, trust, limited liability company or other legal entity.

(o) **"PLAT"** shall mean the condominium plat of the condominium a copy of which is attached hereto as **EXHIBIT C**, being recorded pursuant to the Act contemporaneously with this Declaration, as the same may be amended from time to time.

(p) "**RULES AND REGULATIONS**" means the Rules and Regulations of the Association, and as amended from time to time.

(q) **"UNIT"** shall mean that part of the Condominium designed and intended for the exclusive use by an Owner, as further defined herein.

(r) **"UNIT NUMBER"** shall mean the number identifying a Unit.

5. DESCRIPTIONS OF BUILDINGS AND UNITS

5.1 BUILDINGS. The approximate locations and dimensions of the twelve (12) Buildings initially constructed or to be constructed by Declarant are shown on the Condominium Plat. The Buildings are or will be constructed principally of wood and use of masonry and concrete, with such exterior siding and trim materials as Declarant may determine in Declarant's sole discretion.

5.2 UNIT IDENTIFICATION. Initially, the Condominium shall consist of four (4) Units located in two (2) two-story buildings. Each Unit shall be specifically designated by a Unit number. The Unit numbers are set forth on the Condominium Plat. Every deed, lease, mortgage or other instrument may legally describe a Unit by identifying its Unit number, and every such description shall be deemed good and sufficient for all purposes, as provided in the Act. The street addresses of the Units are set forth on the attached **EXHIBIT D**.

5.3 UNIT BOUNDARIES. The vertical boundaries of each Unit shall be the vertical plane of the walls bounding a Unit, the face of which coincides with the face of the wall studs, or, in the case of foundation walls, the face of the masonry foundation walls. The lower horizontal boundary of a Unit shall be the plane of the upper surfaces of the base floor of the lowest level of the Unit, and the upper horizontal boundary shall be the plane of the under surface of the joists supporting the ceiling of the highest level of the Unit.

Each Unit shall also include all of the following: all windows, window frames, and doors (including garage doors), including all glass and all screens in all windows and doors,; any and all attic space and basement space accessible exclusively from one Unit; all installations, equipment, and fixtures for providing power, light, gas, hot and cold water, heating, refrigeration and air conditioning exclusively serving one Unit (even though such items may lie partially in and partially out of the designated boundaries of a Unit); finished surfaces, including, all plaster drywall,

wallpaper, interior paint, carpet, carpet pad, vinyl flooring, finished wood flooring, crown and base moldings, cabinets, appliances, sinks, bathtubs, and other plumbing facilities and similar interior finishing and decorating; and, the attached garage for the Unit.

5.4 **DECLARANT'S RIGHT TO CHANGE PLANS.** Declarant reserves the right to change, without the approval of the Unit Owners or the Association, the layout, location, dimensions and construction details of the Buildings, Units and Common Elements, including, but not limited to any Limited Common Elements shown on the Condominium Plat, which are not yet constructed, provided that such changes shall not substantially alter the nature and quality of the Buildings, Units or Common Elements. Buildings in the Expansion Real Estate may contain up to 4 Units each.

6. EXPANSION OF CONDOMINIUM

6.1 Option to Expand. The Declarant, its successors, and assigns, for a period of ten (10) years from the date of the recording of this Declaration, hereby expressly reserves an option to expand the Property in compliance with Section 703.26 of the Act without the consent of any Unit Owner or Mortgagee. Declarant shall be under no obligation to and makes no representations that it will expand or construct any part, or all of the Condominium and no Unit Owner or other person shall have the right to require the same. The option to expand is subject to the following:

(a) the total area of Expansion Real Estate added to the Condominium shall not exceed the total area of the Expansion Real Estate as depicted on the Condominium Plat and described in **Exhibit C**.

(b) the maximum number of Units in the Condominium as expanded will not exceed 30.

(c) each time Declarant desires to exercise its right to expand, Declarant shall execute and record an amendment to this Declaration, and an Addendum to the Condominium Plat which shall describe the portion of the Expansion Real Estate to be added to the Condominium, the number of Units to be added, a description of the additional Units and any additional Common Elements, the percentage Interest of each Unit, and any complimentary additions and modifications to the Declaration as may be necessary and desirable to reflect the different character, if applicable, of the Expansion Real Estate being submitted to the Declaration, including a provision for additional easements, or to reflect any adjustment to the Common Expenses in connection with the condominium as expanded.

(d) the Declarant has the sole right to determine the location, size, quality and other similar features of the Expansion Real Estate, including without limitation the Common Elements, Limited Common Elements, building size, number of Units in a building (up to 4 Units per building) and the Units; provided, however, the improvements to the Expansion Real Estate shall be completed in a manner which is substantially similar in quality and workmanship to the improvements theretofore subject to this Declaration. The Expansion Real Estate

added to the Condominium shall be subject to the same use restrictions contained herein.

(e) in the event the Declarant exercises its right to expand the Condominium pursuant hereto, then upon any such expansion all references in this Declaration to the "Buildings," the "Condominium," "Units," "Property," "Owners," "Association," "Common Expenses" and all other terms which refer to the Condominium automatically shall refer to the Condominium as expanded.

(f) in the event the Condominium is expanded, the Percentage Interest shall be adjusted as set forth herein and the Common Expenses, Assessment and other similar expenses assessed by this Declaration and any other Condominium document shall be adjusted according to the then existing needs of the Condominium.

(g) in the event the Condominium is expanded, Unit Owners of Units added to this Declaration shall be entitled to vote, with each Unit having one vote, upon the recording of the Amendment to this Declaration which adds the Units to the Condominium, subject, however, to the prohibited voting provisions set forth elsewhere in this Declaration

6.2. **Consent**. By acceptance of a deed of conveyance of a Unit, the grantee is hereby deemed to:

(a) agree to the expansion of the Condominium and shall make no attempts to prevent the expansion of the Condominium in the event the Declarant decides to exercise its option to expand the Condominium; and

(b) acknowledge that the Expansion Real Estate or parts thereof may be developed for uses other than as part of the Condominium.

7. COMMON ELEMENTS AND FACILITIES.

7.1 Description. The Common Elements shall consist of all of the Condominium, including improvements and appurtenances thereto, except the Units and fixtures therein, and shall include, without limitation, the Land; Building exteriors, including garage exteriors; perimeter and bearing walls; Building roofs and trusses; foundations; common pipes, ducts, wiring conduits, pumps and other apparatus relating to common utility services; public utility lines (except those owned by the applicable utility); Building beams and supports; any privacy screening that benefits multiple units equally; the private storm sewer and drainage system, if any, including, but not limited to all structures, mains, conduits, pipes, lines, equipment, appurtenances, common sidewalks and landscaping comprising the Condominium.

7.2 Owner's Right to Ingress and Egress and Easement of Enjoyment. Each Owner shall have the right to use the Common Elements, except for Limited Common Elements not appurtenant to their Unit, as may be required for any purpose, including, but not limited to ingress and egress to and from and the use, occupancy, and enjoyment of the Unit owned by such Owner. Such rights shall extend to the Unit Owner, his family members, agents, guests and invitees. The use of the Common Elements and the rights of Unit Owners with respect

thereto shall be subject to and governed by the provisions of the Act and the Declaration, By-Laws and the Rules and Regulations.

7.3 Easements.

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

(b) Common Elements Easement. The Common Elements are hereby made subject to the following easements in favor of the Units benefited:

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

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

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

(c) Unit Owner's Grant of Easement. By acceptance of a deed of conveyance, each Unit Owner thereby grants a right of access to his Unit, including, without limitation, the right of access provided by Section 703.32 of the Act, to the Association or their respective agents and employees, for the purpose of exercising their respective powers and responsibilities, including without limitation making inspections, correcting any condition originating in a Unit and threatening another Unit or the Common Elements, performing installations, alterations or repairs to the mechanical or electrical services or the Common Elements in a Unit or elsewhere in the Condominium, or to correct any condition which violates the provisions of this Declaration and the By-Laws and

Rules and Regulations; provided, that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Unit Owner. Notwithstanding the foregoing, in case of an emergency, such right of entry shall be immediate and without notice, whether or not the Unit Owner is present at the time. Any exercise of the rights herein conferred to the extent practicable shall be in a manner so as not to interfere unreasonably with the use of a Unit.

8. LIMITED COMMON ELEMENTS.

8.1 Description. Certain Common Elements shall be reserved for exclusive use of one or more Unit Owners, but less than all Units. The Limited Common Elements shall include those areas specifically designated as Limited Common Elements in this Declaration and/or on the Condominium Plat, and also including but not necessarily limited to: all landings, access steps, porch, patio, sidewalks, privacy fencing, driveways and walkways which service and/or are appurtenant to one and only one Unit, whether or not specifically designated as such on the Condominium Plat. In addition to the foregoing, the Association may, through the By-laws and/or the Rules and Regulations, establish (and delete, if so established) Limited Common Element planting areas for Units. The exclusive use of Limited Common Elements shall be reserved to the Owner or occupant for the Unit or Units to which they are appurtenant or serve, to the exclusion of all other Units and Unit Owners in the Condominium. The rights of use herein reserved shall extend to the Unit Owner whose Unit is benefited thereby, his family members, agents, guests and invitees

8.2 Patios, Decks and Privacy Fencing. As set forth above, all areas used for porches, patios, decks and privacy fencing are Limited Common Elements appurtenant to the Unit to which same are attached. Declarant, or it's assigns, has the express right to construct patios, decks and privacy fencing, and all such patios, decks, privacy fencing and/or porches constructed by the Declarant as part of the initial construction shall be deemed Limited Common Elements appurtenant to such Unit. Unit Owner may be provided with the opportunity to construct or expand the patio and/or deck at a later date, subject to approval by the Association as provided for elsewhere in this Declaration, By-laws or Rules and Regulations. The Unit Owner shall be solely responsible for all costs of replacing, maintaining and repairing all patios, decks, privacy fencing and Limited Common Element planting areas appurtenant to such Unit. The Unit Owner shall maintain same in a first class condition at all times, and in accordance with any requirements set forth in the By-laws and/or Rules and Regulations.

8.3 Use. The manner of use of the Limited Common Elements shall be governed by the Act, this Declaration, the By-laws, and Rules and Regulations, and no Unit Owner shall alter, remove, repair, paint, decorate, landscape or adorn any Limited Common Element, or permit such, in any manner contrary to the Act, this Declaration, the By-Laws and/or the Rules and Regulations. No major or structural changes or alternations, and no changes affecting the visual look of the exterior of a Unit or any common or Limited Common Element, shall be made by any Unit Owner to any Unit or to any of the Common or Limited Common Elements, without the prior written approval of the Association, which approval may be given or denied upon such terms and conditions as the Association deems appropriate.

9. PERCENTAGE OF OWNERSHIP IN COMMON ELEMENTS AND FACILITIES AND LIMITED COMMON ELEMENTS.

Each Unit Owner shall own an undivided interest in the Common Elements as a tenant in Common with all other Unit Owners and, except as otherwise limited by the Act, this Declaration, the By-laws, and the Rules and Regulations, shall have the right to use and occupy the Common Elements (other than Limited Common Elements not appurtenant to the Unit Owner's Unit) for all purposes incident to the use and occupancy of the Unit as a place of residence, and such other incidental uses permitted by this Declaration, which rights shall be appurtenant to and run with the Unit. The Percentage Interest in Common Elements shall be determined by dividing one (1) by the number of Units then included in the Condominium, except as modified by merger or separation of units per section 21 of this Declaration. Initially the percent interest shall be One (1) divided by Four (4).

10. ASSOCIATION OF UNIT OWNERS.

10.1 Membership, Duties and Obligations. All Unit Owners shall be entitled and required to be a member of the Association of Unit Owners known as The Towns at Vista Run Condominium Association, Inc. which shall be responsible for carrying out the purposes of this Declaration, including the exclusive management and control of the Common Elements and facilities and Limited Common Elements. Such Association shall be incorporated as a non-stock, non-profit corporation under the laws of the State of Wisconsin. Each Unit Owner and the occupants of the Units shall abide by and be subject to all of the rules, regulations, duties and obligations of the Act, this Declaration and the By-Laws and Rules and Regulations including the sharing of common expenses as described therein.

10.2 Voting Rights. Each Unit shall be entitled to one vote at meetings of the Association, except as modified by merger or separation of units per section 21 of this Declaration, subject, however, to the prohibited voting provisions set forth elsewhere in this Declaration (including section 15.13 hereof) and/or otherwise allowed by law. When more than one person holds an interest in any Unit the vote for such Unit shall be exercised as they, among themselves, determine, but in no event shall there be more than one vote cast with respect to any Unit. There can be no split vote. If only one of multiple Owners of a Unit is present at a meeting of the Association, the Owner present is entitled to cast the vote allocated to that Unit. If more than one of the multiple Owners is present, and any one of them purports to cast the vote allocated to that Unit on any issue without protest being made promptly by any other Owner(s) of such Unit to the person presiding over the meeting, it shall be conclusively presumed that such voting Owner had the authority to cast the vote. In the event of such a protest, if such dispute is not resolved by the multiple Owners prior to the vote being completed, said Unit shall not be entitled to cast a vote on that issue.

The respective rights, qualifications, prohibitions and obligations of the members relative to voting may be further set forth in the Articles of Incorporation and/or the By-Laws of the Association.

10.3 Control. Notwithstanding anything contained in this Declaration to the contrary, the Declarant shall totally govern the affairs of the Condominium until the first Unit has been sold to any person other than the Declarant. The Declarant may exercise any rights granted to, or perform any obligations imposed upon, Declarant under this Declaration through its duly

authorized agent. Except as provided in Section 10.4, after the first Unit has been sold by Declarant to any person other than Declarant, the Declarant shall have the right to appoint and remove the officers of the Association and to exercise any and all of the powers and responsibilities assigned to the Association and its officers by the Articles, Bylaws, the Condominium Ownership Act, this Declaration, and the Wisconsin Nonstock Corporation Law, until the earliest of: (a) ten (10) years from the date of recording of this Declaration, unless the statute governing expansion of condominiums is amended to permit a longer period, in which event, such longer period shall apply; or (b) thirty (30) days after the conveyance of seventy-five percent (75%) of the Common Element interest to purchasers. Nothing herein contained shall be construed to prevent Declarant from waiving it right to control at an earlier date. Each owner of a condominium Unit in the Condominium shall be deemed, by acceptance of any deed to any Unit, to agree, approve and consent to the right of Declarant to so control the Association.

10.4 Board of Directors. The affairs of the Association shall be governed by a board of directors ("Board of Directors"). The rules governing the Board of Directors shall be established and governed by the By-Laws of the Association.

10.5 Association Personnel. The Association may obtain and pay for the service of any person or entity to manage its affairs to the extent it deems advisable, and may hire such other personnel as it shall determine to be necessary or advisable for the proper operation of the Condominium. The Association may contract for common services or utilities as may be required for the Condominium or individual Units. All amounts payable by the Association to under such contracts shall be chargeable to the Owners as a Common Expense.

11. RESIDENTIAL PURPOSE.

The Buildings and the Units contained therein, and the Common Elements, are intended for and restricted exclusively to residential use as governed by the terms and conditions contained herein and by the By-Laws and/or Rules and Regulations. Notwithstanding the foregoing, until such time as the Declarant has sold all of its Units in the Condominium, the Declarant shall have the right to use any or all unsold Units, and any portion of the Common Elements as may be necessary to expedite the sale of Units, including but not limited to the maintaining of a sales office, the maintaining of one or more model Units, the holding of open houses and the erecting of signs. The Association may not charge rent or bill the Declarant while the Declarant exercises its rights to use any portion of the Common Elements. The use of Units and Common Elements is further subject to the following:

(a) The Declarant may lease a Unit on such terms and conditions as it desires in its sole discretion. After a Unit has been conveyed by Declarant to an Owner, it may not thereafter be leased except for a term of no less than six months (6) months. If a Unit is leased by an Owner, the Owner of such Unit shall notify the Association of the tenant's or tenants' name or names, telephone number, and email address, and such Owner shall notify the Association prior thereto of the Unit Owner's forwarding address and of a telephone number and email address where the Unit Owner can be reached. Within five (5) business days after entering into or renewing a written condominium rental agreement, the Unit Owner shall provide a copy of the agreement to the Association along with proof of rental insurance. Any rental agreement shall contain a provision obligating the tenant to abide by this Declaration, the Articles, the By-laws,

and/or the Rules and Regulations and shall provide that any default arising out of the tenant's failure to abide by the Declaration, the Articles, the By-laws, and the Rules and Regulations shall be enforceable by the Association as a third-party beneficiary to the lease and that the Association shall have, in addition to all rights and remedies provided under the Declaration, the Articles, the By-laws and/or the Rules and Regulations, the right to evict the tenant and/or terminate the lease should any such violation continue for a period of ten (10) days following delivery of written notice to the tenant specifying the violation. The Association shall keep a copy of any condominium rental agreement on file while the agreement is in effect. Before a tenant occupies a Unit, the Unit Owner shall provide a copy of the Declaration, By-laws and Rules and Regulations to the tenant or place the information in the Unit. In no event shall a Unit Owner be relieved from any obligation imposed by the Act, this Declaration, the By-Laws and/or Articles of Incorporation, and/or Rules and Regulations adopted pursuant thereto, including but not limited to the duty to pay Assessments and Common Expenses. The rental of Units is further subject to such further conditions and restrictions as may be set forth in the By-Laws and/or Rules and Regulations of the Association, including but not limited to a limit on the percentage of Units that are not owner occupied.

(b) A Unit shall not be rented for transient or hotel purposes, which shall be defined as: (i) any rental for periods of less than six (6) months; or (ii) any rental if the occupants of the Unit are provided customary hotel services, such as room service for food and beverage, maid service, bellboy service or laundry service.

(c) No sign of any kind shall be displayed to the public view on any Unit without the written consent of the Association or, if Declarant owns at least one Unit, the Declarant. The Declarant reserves the right to erect signs, gates, or other entryway features surrounded with landscaping at the entrances to the Condominium and to erect appropriate signage for the sales of Units.

(d) Parking areas (including driveways on which parking is allowed), whether designated Common Elements or Limited Common Elements, shall be used only for the parking of private passenger automobiles, pickup trucks, motorcycles and bicycles. Such vehicles shall at all times, be in running condition and bear current license plates. Persons using such parking areas shall, at reasonable times, for a reasonable period and upon reasonable notice, remove their vehicles therefrom to permit the parking areas to be repaired, resurfaced, repainted or to permit cleaning thereof or the removal of snow therefrom or for similar purposes. No more than two (2) vehicles shall be parked on a driveway, except multiple vehicles may be parked on a driveway on a temporary, short-term basis when several guests may be visiting a Unit at one time. In no case may a vehicle be parked outside of a garage and not moved for more than three (3) consecutive days.

(e) Pets are permitted, subject to conditions, restrictions and prohibitions as may be set forth in the By-laws and/or the Rules and Regulations.

(f) Exterior antennae may not be placed on any building. Satellite dishes may be placed on the Buildings or the Limited Common Element appurtenant to an Owner's Unit, but only with prior approval of the Association, which approval shall not be unreasonably withheld, conditioned or delayed.

(g) A Unit Owner's may not plant any flowers, vegetables, trees, shrubbery or other plants in any Common Element unless specific written approval is provided by the Association. Such approval may be granted or denied at the sole discretion of the Association. If planting approval is granted, the Association shall have the right to remove, dispose of, relocate, trim and/or prune any such planting as it may thereafter determine, in its sole discretion, at unit owner expense. Approval, if granted, may include restrictions.

12. REPAIRS AND MAINTENANCE.

12.1 Individual Units. Each Unit Owner, at his sole expense, shall be responsible for keeping his Unit (including replacement), including snow and ice removal and those items set forth in Section 5.3 and all of the equipment, fixtures and appurtenances, located on or upon the Unit and the following Limited Common Elements over which the Unit Owner has exclusive use: any patio, deck, porch, concrete stoop, concrete walkway connecting a porch to the driveway, Limited Common Element planting area, which is reserved for the exclusive use of the unit, in good order, condition and repair and in a clean and sanitary condition all as may be more fully set forth in the By-Laws and/or Rules and Regulations of the Association along with Board of Directors' approval. Without in any way limiting the foregoing, in addition to decorating and keeping the Unit in good repair, each Unit Owner shall be responsible for the maintenance, repair or replacement of any plumbing fixtures, doors and windows (including washing and replacement of broken glass), screens and screening, lighting fixtures, refrigerators, ranges, heating and air conditioning equipment, dishwashers, disposals, Limited Common Element planting areas, laundry equipment such as washers and dryers, interior electrical wiring and fixtures, all communication systems, water, sewer, and gas main and laterals and other utility lines, distribution systems and other fixtures and equipment and any portions thereof exclusively serving that Unit, while any portions thereof serving more than one Unit or any portion of the Common Elements shall be deemed a part of the Common Elements. In addition, each Unit is responsible for installing and maintaining photo electric lights that operate from dusk to dawn on the front elevation of the Unit to illuminate the front entrance. The Unit Owner shall be solely responsible for the cost of repair of any damage to the Condominium caused by the Unit Owner's failure to discharge his obligation pursuant to this Section 12.1. If a Unit Owner fails to discharge his obligations pursuant to this Section 12.1, then the Association shall have the right, but not the obligation, to discharge such obligations on behalf of the Unit Owner and any if the costs so incurred by the Association are not promptly repaid to the Association, then the Board of Directors shall assess a Special Assessment against the Unit for such expense.

12.2 Common Elements and Facilities. Except as otherwise set forth herein, the Association shall be responsible for the management and control of the Common Elements, including any Limited Common Elements serving more than one Unit, and shall cause the same to be kept in good, clean, attractive, and sanitary condition, order and repair. Without in any way limiting the foregoing, this shall include all repair and maintenance of the Buildings, including, the exterior walls and roofs, water, sanitary and storm sewer mains and laterals, lawn care, including landscaping, fertilizing, watering, weed control, tree pruning, grass cutting, edging and trimming

and such actions as may be necessary to maintain the Common Elements in compliance with all applicable laws, codes and ordinances. All expenses of the Association, except as otherwise set forth in this Declaration and/or the By-Laws, and/or the Rules and Regulations shall be charged to the Unit Owners as a Common Expense.

12.3 Prohibition Against Structural Changes by Owner. A Unit Owner shall not, without first obtaining the written consent of the Board of Directors of the Association, make or permit to be made any structural alterations, or major changes or improvements to his Unit, or in or to the exterior of the Building in which his Unit is located or any Common Element, including, but not limited to any Limited Common Elements and facilities or make or install any improvements or equipment which may affect other Unit(s) or the Owner(s) of other Unit(s). A Unit Owner shall not perform, or allow to be performed, any act which will impair the structural soundness or integrity of any Building, or the safety of property, or impair any easement or hereditament, without the prior written consent of the Association.

12.4 Decorating. Each Unit Owner shall have the exclusive right to paint, repaint, tile, panel, paper or otherwise refurbish and decorate the interior surfaces of the walls, ceilings, floors and doors forming the boundaries of their Unit and all walls, ceilings, floors and doors within such boundaries, and to erect partition walls of a non-structural nature within their Unit.

12.5 Assumption by Association of Unit Maintenance. The Association may, by resolution adopted by the affirmative vote of the majority of all members (not merely the majority vote of the members present at a meeting at which a quorum is present) authorize the Association to assume responsibility, in whole or in part, for the maintenance, repair and/or replacement of some or all of those portions of the Units (such as windows, window frames, exterior doors, garage doors, patios, porches, decks, etc.) which affect the exterior appearance of Units in the Condominium, and to charge the expenses for same as a Common Expense. Any such resolution may be amended, modified and/or rescinded at any time by the affirmative vote of the majority of all members, provided, however, if work has been completed as to some, but not all, of the Units, work on the remaining Units shall be completed and paid for as a common expense pursuant to the original resolution so as to put all Units in a comparable state of repair.

12.6 Delegation of the Maintenance of Common Elements. Notwithstanding any other provision of this Declaration, the Association is hereby expressly granted the power to delegate to Unit Owners some or all of the routine maintenance of Common Elements and/or Limited Common Elements, and the expense of repair and/or replacement occasioned by the failure of the Unit Owner to properly maintain same shall be the responsibility of the Unit Owner. The delegation of maintenance responsibilities shall be as authorized in the Bylaws. The Association, at its option, may establish specific maintenance requirements for said delegated maintenance responsibilities in its Rules and Regulations.

12.7 Village Right to Perform Maintenance. In the event the Association does not property landscape or maintain any common element, the Village of Sussex may send written notice to the Association indicating that the Village has determined that the common elements are not being properly landscaped and/or maintained, and further indicating that the Village of Sussex will perform such landscaping and/or maintenance if not properly done by the Association. The above referenced notice shall give the Association a minimum of seven (7) days to correct the problem. If the common element is not property maintained within the time granted, the Village shall then have the authority to maintain such common element and shall have the right to charge

the unit owners on a pro rata basis for any costs incurred as a result of the maintenance. Said costs shall be assessed as special charges pursuant to Section 66.0627, Wis. Stats. If such charges are not paid by any unit owner within the period fixed by the Village, such charges shall become a lien upon the unit owner's unit as provided in Section 66.0627, Wis. Stats., and shall be extended upon the tax rolls as a delinquent tax against the unit owner's unit as provided in Section 66.0627, Wis. Stats.

13. DESTRUCTION AND RECONSTRUCTION.

13.1 Repair and Reconstruction. In the event of a partial or total destruction of the Common Elements, they shall, subject to the provisions of Section 13.2 below, be rebuilt and repaired as soon as practicable and substantially to the same design, plan and specifications as originally built. On reconstruction the design, plan and specifications of any building or Unit may vary from that of the original upon approval of the Association and the Unit Owner; provided, however, that the number of square feet of any Unit may not vary by more than five percent (5%) from the number of square feet for such Unit as originally constructed, and the location of the Unit shall be substantially the same as prior to the damage or destruction.

13.2 Assessments and Partition. In the event that the proceeds of any insurance collected are insufficient to pay the estimated or actual costs of repair or reconstruction, the excess cost shall be a Common Expense; provided, however, that in the event of damage to an extent more than the available insurance, this Condominium shall be subject to an action for partition, upon obtaining the written consent of the Unit Owners having no less than seventy-five percent (75%) of the votes. In the event of partition, the net proceeds of sale, together with any net proceeds of insurance shall be considered as one fund and shall be divided among all Unit Owners in proportion to their Percentage Interest and shall be distributed in accordance with the priority interests in each Unit.

14. INSURANCE.

The Association shall obtain and maintain fire and broad form extended coverage insurance on the Buildings, General Common Elements, Units, and Limited Common Elements ("Covered Elements") in an amount. not less than the full replacement value of the of the Covered Elements, including endorsements for automatic changes in insurance coverage as fluctuating values may warrant, contingency endorsements covering nonconforming use and a Special Condominium Endorsement. Each Unit Owner shall obtain and maintain fire, casualty, and special form insurance coverage all personal property located therein for not less than the full replacement value thereof. Association Insurance coverage shall be written in the name of the Association as trustee for each of the Unit Owners and their respective Mortgagees in accordance with their Percentage Interest. Premiums shall be a Common Expense. To the extent the Board determines it is reasonably possible at a reasonable price, the insurance shall provide that the insurer waives its rights of subrogation as to any claim against Unit Owners, the Association, and their respective servants, agents and guests, and that the insurance cannot be canceled, invalidated nor suspended on account of conduct of any one or more Unit Owners, or the Association, or their servants, agents and guests, without thirty (30) days prior written notice to the Association giving it opportunity to cure the defect within that time. The amount of protection and the types of hazards to be covered shall be reviewed by the Board of Directors of the Association at least annually and the amount of coverage may be increased or decreased at any time as deemed necessary as determined by the Board of Directors to conform to the

requirements of full insurable value. The amount of protection and the types of hazards to be covered shall be reviewed by the Board annually and the amount of coverage may be increased or decreased at any time it is deemed necessary by the Board to conform to the requirements of replacement value insurance. Any Mortgagee may receive an insurance certificate upon ten (10) days prior written notice.

In the event of partial or total destruction of the all or part of the Condominium insured hereunder, and the repair or reconstruction of the same in accordance with the Section 13 hereof, the proceeds of such insurance shall be paid to the Association as trustee to be applied to the cost thereof. If it is determined not to reconstruct or repair, then the insurance proceeds together with the net proceeds of sale of the property shall be distributed to the Unit owners and their mortgagees, if any, as their respective interests may appear, in the manner provided in Section 13.2.

If insurance coverage is available to combine protection for the Association and some or all of the Unit Owners' personal property, located on or about the individual Units, the Board of Directors is hereby given discretionary power to negotiate and obtain such combination of protection on an equitable cost-sharing basis under which the Unit Owner would be assessed individually for the amount of insurance the Association includes in such policies for the Unit owner's additional protection. Copies of all such policies shall be provided to each Mortgagee. Individual Unit Owners may or may not be given the option to refuse participation in such combined insurance. Nothing contained in this paragraph shall be deemed to prohibit any Unit Owner, at the unit owner's expense, from obtaining any additional insurance coverage on the Unit.

The Association shall provide public liability insurance covering the Common Elements in such amounts as may be determined at the discretion of the Board of Directors from time to time; provided, however, the amount of coverage shall not be less than One Million Dollars ($1,000,000.00) per single occurrence. All premiums for such insurance shall be Common Expenses. Each Unit Owner shall have the right to insure its own Unit for personal benefit. The Association shall also provide workman's compensation insurance when appropriate and may provide directors' and officers' liability insurance and fidelity bonds on such officers and employees in such amounts and with such coverage, as is determined by the Board of Directors to be necessary or advisable from time to time.

All required insurance shall be issued by an insurance company with a minimum of an A general policyholder's rating and of a class III financial size category in the Best's Key Rating Guide.

15. COVENANT FOR ASSESSMENTS.

15.1 Agreement to Pay Assessment. The Declarant for each Unit owned by it 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 purpose provided in this Declaration, the share of the Common Expenses of Association assessed against such Owner, as well the Unit itself. Except as otherwise provided herein, "Common Expenses" shall be any and all expenses incurred by the Association in connection with the management of the Condominium, the maintenance and repair of the Common Elements and administration of the Association, which shall include, by way of illustration and not limitation, payment of assessments levied by the Master Association, utilities, insurance, management services, landscaping, the clubhouse, and other

amenity maintenance and servicing, reserves, capital improvements, office supplies and such other reasonable and necessary expenses as determined by the Association's Board of Directors from time to time. Such Assessments shall be fixed, established, and collected from time to time in the manner provided in the By-laws. No Unit Owner may exempt them self from any Assessment by waiver of use and enjoyment of any of the Common Elements or by abandonment of their Unit.

15.2 Purpose of Assessments. The Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the Members and for the improvement and maintenance of the Common Elements, and such emergency repairs as the Association may deem necessary and such other purposes as are permitted by the terms of the Board of Directors of the Association. Notwithstanding the foregoing, the Association shall not be liable or responsible for, or in any manner a guarantor or insurer of, the health, safety or welfare of any Unit Owner, occupant, or user of any portion of the Property including, invitees, agents, servants, contractors or subcontractors or for any property of any such persons. Without limiting the generality of the foregoing, each Unit Owner and each other person having an interest in or lien upon, or making a use of, any portion of the Property shall be bound by this Section and shall be deemed to have automatically waived any and all rights, claims, demands and causes of action against the Association arising from or connected with any matter for which the liability of the Association has been disclaimed in this Article.

15.3 General Assessments. The Board of Directors of the Association shall from time to time, and at least annually, prepare a budget and fix the General Assessment, which shall include reserves for replacement of Common Elements.

15.4 Special Assessments. In addition to the General Assessments authorized above, the Association may levy Special Assessments for the purposes of: (a) defraying, in whole or in part, the costs of any acquisition, construction, reconstruction, repair or replacement of a capital improvement and/or personal property for common use; (b) offsetting shortages resulting from non-collection of annual or special assessments or underestimation of same; and (c) unusual or unpredicted costs including but not limited to the cost of collecting annual or special assessments or enforcement of the provisions of the Declaration, By-laws and/or Rules & Regulations.

15.5 Special Assessments Against a Particular Unit. Special assessments may be made by the Board of Directors of the Association against a particular Unit Owner and his Unit for:

(a) Costs and expenses (anticipated or incurred) for damage to the Common Elements caused by or at the direction of that Unit Owner or guests or tenants of the Unit Owner or other occupants of the Unit;

(b) Costs, expenses and actual attorneys' fees incurred in, or in anticipation of, any suit, action or other proceeding to enforce the Act, the Declaration, the By-Laws, or the Rules and Regulations where there is found to be a violation thereof;

(c) Costs and expenses (anticipated or incurred) for emergency repairs to a Unit;

(d) Liabilities, costs and expenses incurred by the Association as a result of any temporary or permanent condition or defect in the Unit or any Limited Common Elements;

(e) Interest due on General Assessments and Special Assessments;

(f) Forfeitures and other penalties as provided for in the By-Laws and/or Rules and Regulations levied by the Board for violations of the Act, the Declaration, the By-Laws, or the Rules and Regulations by a Unit Owner of the tenants or guests of the Unit Owner or occupants of a Unit.

(g) Costs and expenses incurred by the Association for the maintenance, repair and/or replacement of Common Elements and facilities resulting from the failure of a Unit Owner to perform delegated maintenance.

(h) Sums due the Association under the Declaration, the By-Laws, or the Rules and Regulations, including, among others, those pursuant to Sec. 8.2 and/or Sec. 19.1 of this Declaration.

(i) All other costs and expenses anticipated or incurred by the Association which are subject to special assessments as provided under this Declaration or the By-Laws.

15.6 Working Capital. Each purchaser of a Unit from Declarant shall pay to the Association, at time of conveyance of the Unit by Declarant, for working capital purposes, a sum equal to five hundred dollars ($500.00), to be allocated for such purposes as the Association may determine in its discretion, except those two hundred and fifty dollars ($250) shall be forwarded to the Master Association. As long as Declarant is in control of the Association, Declarant shall not use any of said working capital funds to defray Declarant's expenses or construction costs.

15.7 Uniform Rate of Assessment. Both Annual Assessments and Special Assessments must be fixed at a uniform rate for all Units subject to Assessment; provided, however, the Association shall assess an individual Unit for all sums due solely from that Unit as provided in Section 15.5 above.

15.8 Date of Commencement of Assessments. The General Assessments provided for herein shall be payable in monthly installments and the monthly installments shall commence as to each Unit on the date of the conveyance of said Unit by the Declarant. The first annual assessment for each Unit shall be adjusted and prorated according to the number of months then remaining in the calendar year. Partial months shall be prorated on a daily basis. Written notice of the General Assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall have the authority to modify Assessments during any fiscal year. 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.

15.9 Declarant's Obligation for Common Expenses During Period of Declarant Control. Notwithstanding anything to the contrary herein, as set forth during the period of Declarant control of the Association as described in Section 10.3 above and under Sec. 703.15 (2)(c), Wis. Stats., no General Assessments shall be assessed against any Unit owned by Declarant for any time period prior to the first day of the first month following the commencement of actual occupancy of the Unit for residential purposes. During the period of Declarant Control, however, if any unit owned by the Declarant is exempt from assessments for common expenses until the unit is sold, the total amount assessed against units that are not exempt from assessments may not exceed the amount that equals nonexempt units' budgeted share of common expenses, based on the anticipated common expenses set forth in the annual budget. The Declarant is liable for the balance of the actual common expenses.

15.10 Lien for Assessments. All Assessments, when due, together with interest thereon and actual costs of collection, as provided herein, shall become a personal liability of the Unit Owner and also a lien, until paid, 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 the Declarant, duly recorded in the Washington County, Wisconsin, Register of Deeds Office, 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; and

(c) Mechanics liens filed prior to the making of the Assessment;

(d) All sums unpaid on any Mortgage loan made pursuant to Section 45.80 Wis. Stats.; and

(e) A lien under Section 292.31 (8) (i) or 292.81, Wis. Stats.

All other lienors acquiring liens on any Unit after this Declaration has been recorded 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 Declaration, the Association may prepare and file a written notice of lien in any manner allowed by law at the time of filing of the lien. No notice of lien shall be filed until there is a delinquency in payment of the Assessment. Such lien may be foreclosed or otherwise enforced in any manner permitted by law at the time of enforcement. Except to the extent limited or prohibited by applicable law in effect at that time, the Association shall be entitled to recover all costs and expenses of filing the notice of lien, and all costs and expenses incurred by the Association in and/or relating to such action, including but not limited to reasonable attorney's fees. All such costs and expenses shall be secured by the lien. 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.

Any encumbrancer holding a mortgage or other 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 sixty (60) days after the same shall have become due and any default in the performance by the individual Unit of any obligation under the this Declaration, the By-Laws or the Rules and Regulations, which is not cured within sixty (60) days; provided, however, that such encumbrancer first shall have furnished to the Association written notice of such encumbrance.

15.11 Effect of Non-payment; Remedies. Any Assessments not paid when due shall be delinquent. Any Assessment or installment thereof not paid within ten (10) days after the due date shall bear interest from the due date at a rate of interest which is two percent (2%) higher than the rate prescribed by the Wisconsin Statutes to be collected upon execution upon judgment. (In lieu of charging such interest, the Board may, from time to time, fix a reasonable late fee for each month or fraction thereof that such assessment is not paid.) All payments on account shall be first applied to the interest or late charge, if any, and then to the assessment payment first due. The Association may bring an action at law against any or all past or present Unit Owners, occupants and tenants personally obligated to pay the same, or foreclose the lien against the property. A suit to recover a money judgment for unpaid assessments hereunder may be maintainable without waiving the lien securing the same. Except to the extent limited or prohibited by applicable law in effect at that time, the Association shall be entitled to recover all costs and expenses incurred by the Association in and/or relating to such action, including but not limited to reasonable attorney's fees. If any installment of any assessment becomes delinquent, the privilege of paying such assessment in installments may, at the option of the Association, be terminated and, if such delinquent installment be of an annual assessment, the entire annual assessment for the remainder of the fiscal year, or if the delinquent installment be of a special assessment, the entire special assessment, may, at the option of the Association, be declared, without further notice, due and payable and, in such event, same shall be considered delinquent. The Association shall be entitled to recover from the applicable Unit Owners responsible for payment (past or present), jointly and severally, all costs and expenses of collection, including but not limited to reasonable attorney's fees.

15.12 Sale or conveyance. The Sale or transfer of any Unit shall not affect the assessment lien. The sale or transfer of any Unit pursuant to the foreclosure of a mortgage or other lien having priority as set forth in Section 15.10 shall extinguish the lien of such assessments (to the extent of the priority of such mortgage or other lien) as to payments which became due prior to such sale or transfer. No sale or transfer pursuant to foreclosure shall relieve such Unit from liability for any Assessments which thereafter become due or from the lien thereof.

15.13 Prohibited Voting. A Unit Owner shall be prohibited from voting at a meeting of the Association if the Association has recorded a statement of condominium lien on

the Owner's Unit and the amount necessary to release the lien has not been paid at the time of the meeting.

15.14 Statutory Reserve Account. The Declarant elects not to establish a Statutory Reserve Account at the time of creation of this condominium. Pursuant to the provisions of sec. 703.163 (4), Wis. Stats., the issue of a Statutory Reserve Account shall be addressed at the first annual meeting of the Association held after, or at a special meeting of the Association held within one year after, the expiration of the period of Declarant control.

15.15 Association Dues on Unbuilt Units. In the event units are created but no construction has occurred on these pads, association dues are not payable for the first twelve months after the creation of the vacant unit. In the event construction has not completed within twelve months, and to acknowledge the reduced cost burden associated with unbuilt units, special provision is made to assess the owners of these vacant pads thirty-five percent of the dues assessed on the remaining units. This special provision shall not apply to the Declarant if the Declarant instead opts to fund association shortfalls.

16. PARTITION OF COMMON ELEMENTS PROHIBITED.

There shall be no partition of the Common Elements through judicial proceedings or otherwise, except as otherwise provided in the Act or this Declaration, until this Declaration is terminated and the property is withdrawn from its terms or from the terms of the applicable statutes regarding Unit ownership or condominium ownership; provided, however, that if any Unit shall be owned by two or more co-owners as tenants in common or as joint tenants, nothing contained herein shall be deemed to prohibit a voluntary or judicial partition (by sale, but not in kind) of said single Unit as between such co-owners. No Unit may be subdivided or separated.

17. CONVEYANCE TO INCLUDE INTEREST IN COMMON ELEMENTS AND FACILITIES AND LIMITED COMMON ELEMENTS.

The percentage of the undivided interest in the Common and Limited Common Elements and facilities shall not be separated from the Unit to which it appertains. No Unit owner shall execute any deed, mortgage, lease, or other instrument affecting title to such Unit ownership without including therein both the Unit owner's interest in the Unit and the corresponding percentage of ownership in the Common and Limited Common Elements and facilities, it being the intention thereof to prevent any severance of such combined ownership. Any such deed, mortgage, lease, or other instrument purporting to affect the one without including also the other shall be deemed and taken to include the interest so omitted even though the latter is not expressly mentioned or described therein.

18. EASEMENTS, RESERVATIONS AND ENCROACHMENTS.

18.1 Utilities. Easements may hereafter be declared and granted through or over the Common Elements by the Association, provided, however, that as long as Declarant owns any unsold Unit, no easement shall be granted by the Association without Declarant's prior written consent. Easements for the benefit of Unit Owners are hereby declared and granted, for utility purposes, for all utility service lines now existing or hereafter installed by or with the consent of

Declarant over, under, along and on any part of the Common Elements and Limited Common Elements and facilities.

18.2 Construction Easement. Notwithstanding anything to the contrary in this Declaration, the Condominium Plat, By-laws, or Rules and Regulations, until Declarant shall have constructed and sold all Buildings and Units, completed all improvements to the Common Elements and satisfied all of its rights and obligations under any or all of the foregoing, Declarant reserves an easement for itself and its duly authorized agents, representatives, and employees, over portions of the Common Elements and any Units owned by Declarant for construction or renovation on the Property or the Expansion Real Estate or related purposes including: storing tools, machinery, equipment, building materials, appliances, supplies and fixtures; maintaining and correcting drainage of surface, roof or storm water; cutting any trees, bushes, or shrubbery; grading the soil or taking any other action reasonably necessary. In the event the Declarant exercises its rights under this Section, the Declarant shall upon, completion of the construction, promptly restore the affected property as closely as possible to the condition it was in prior to the construction. Each Unit Owner hereby acknowledges that the activities of the Declarant may temporarily impair the view and cause inconveniences to the Unit Owners.

18.3 Easement to Facilitate Sales. The Declarant reserves the right to use the Clubhouse Building or any Units owned or leased by the Declarant as models, management offices, sales offices (for this and other projects) or customer service offices. The Declarant reserves the right to relocate the same from time to time within the Property; upon relocation, the furnishings thereof may be removed. The Declarant further reserves the right to maintain on the Property such advertising signs as may comply with applicable governmental regulations, which may be placed in any location on the Property and may be relocated or removed, all at the sole discretion of the Declarant. The Declarant shall have the right to restrict the use of certain Common Element parking spaces for sales purposes and to use such spaces for sales purposes. Further, the Declarant shall have the right to erect, maintain, relocate, and remove temporary offices on the Property. The reservation of this easement to facilitate sales also applies to the Expansion Property. This easement shall continue until the Declarant has sold all the Units it owns.

18.4 Encroachments. In the event that by reason of the construction, reconstruction, settlement, or shifting of any of the buildings or the design or construction of any Unit, any part of the Common Elements and facilities, or Limited Common Elements, encroaches or shall hereafter encroach upon any part of any Unit, or any part of any Unit encroaches or shall hereafter encroach upon any part of the Common Elements and facilities, or Limited Common Elements, or any portion of any Unit encroaches upon any part of any other Unit, valid easements for the maintenance of such encroachment are hereby established and shall exist for the benefit of such Unit so long as all or any part of the building shall remain standing, and Unit and Common Element boundaries shall be as provided in the Act. Provided, however, that in no event shall a valid easement for any encroachment be created in favor of the owner of any Unit or in favor of the owner or owners of the Common Elements or facilities, or Limited Common Elements, if such encroachment occurred due to the willful and knowing conduct or acquiescence of said owner or owners.

18.5 Access Utility and Storm Water Easements. The Condominium Plat for The Towns at Vista Run Condominium sets forth various easements, including, but not necessarily limited to, Utility, Access, Sanitary Sewer, Water Main, Storm Water Management Access, and

Drainage Easement areas. All of said easement areas are for the use and benefit of the lands within The Towns at Vista Run Condominium, as described on the attached **Exhibit A**, as well as all of the Expansion Lands, as described on the attached **Exhibit B**. To the extent said easement areas are within lands now or (after expansion of the Condominium) hereafter included within The Towns at Vista Run Condominium, Declarant retains a permanent, perpetual, and non-exclusive easement in each of said easement areas, for the purposes intended, for the use and benefit of the lands described on the attached **Exhibit C**. To the extent that said easement areas are within the Expansion Lands, as described on the attached **Exhibit B**, or so much thereof as are not hereafter added to The Towns at Vista Run Condominium by expansion of the Condominium, Declarant hereby grants to The Towns at Vista Run Condominium, a permanent, perpetual and non-exclusive easement in each of said areas, for the purposes intended, for the use and benefit of the lands now or hereafter included within The Towns at Vista Run Condominium. A separate document titled "The Towns at Vista Run Easement Agreement" may be executed and recorded for the purpose of further documenting and defining said easements, including but not limited to maintenance and repair responsibilities, and for the purpose of preventing the termination of the easements in the event of the amendment of this Declaration and/or termination of the condominium status.

18.6. Binding Effect. All easements and rights described in this Section 18 are easements appurtenant, running with the land. All easements and rights described herein are granted and reserved to and shall inure to the benefit of and be binding on, the Declarant, its successors and assigns, and on all Unit Owners, purchasers and mortgagees and their heirs, personal representatives, successors and assigns. The Association or the Declarant shall have the authority to execute and record all documents necessary to carry out the intent of this Section 18.

19. ARCHITECTURAL CONTROL.

19.1 Architectural Control Authority. No exterior additions or alterations (including painting or decorating) of any Buildings, porches, patios, decks, awnings, additional fences, or changes in existing fences, hedges, shrubs, trees, landscaping, walls, walkways and other structures or plantings, or improvement to or enclosure of any Limited Common Element, shall be constructed, erected, planted or maintained (except such as are installed or approved by the Declarant in connection with the Construction) of the building until the plans and specifications showing the nature, kind, shape, height, materials, location, color, approximate cost, proposed impact on the appearance of the Condominium, and a statement identifying the project contractor shall have been submitted to and approved in writing by the Board of Directors of the Association. Approval may be granted or denied at the discretion of the Board. Approval is further subject to compliance with the provisions of Sec. 703.13 (5m) of the Wisconsin Statutes. The approval of any work shall not in any way be construed so as to impair the right of the Association to undertake any decoration of or alteration to any Common Element, including any such work as may alter or eliminate the Owner's work approved, and no such decoration or alteration work by the Association shall create any liability by the Association to such Owner. Neither the members of the Board of Directors nor its designee(s) representative(s) or committee members 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 Board or their designee(s). Any costs and expenses incurred by the Association relative to any application for approval (whether or not approval is granted) and/or enforcement of the provisions of this section, including but not limited to reasonable actual fees of attorneys,

architects, engineers, surveyors, designers and/or construction experts, may be charged by the Association as a special assessment against the applicable Unit. In addition to the Association approval required above, the Unit Owner instituting any additions, modifications or changes is responsible, at the sole cost and expense of the Owner(s) of such Unit, for obtaining any required governmental approvals. The Owner(s) of such Unit (jointly and severally) shall further indemnify and hold harmless the Association and all other Unit Owners, upon demand, from all loss, costs, expenses, damages, and costs of enforcement, including but not limited to fines, reasonable attorney's fees, and costs of modification and/or removal, resulting from the failure of the owner(s) of such Unit to properly obtain Association and/or governmental approval.

19.2 Declarant Control. During the period of Declarant Control, Declarant shall have the exclusive right to act as the representative of the Board for Architectural Control purposes.

20. MORTGAGEE RIGHTS. Mortgagees of Units shall have the rights set forth below. In the event any provision of this Article conflict with any other provision of this Declaration, The Articles of Incorporation of the Association, or the By-Laws of the Association (collectively, the "project documents"), the provision more favorable to a Mortgagee shall control. If any provision of this Article conflicts with any required minimum provision of the Act, the more restrictive provision shall control. Mortgagee Rights are as follows:

20.1 Right of 1st Refusal. No right of first refusal in the condominium project documents shall adversely impact the rights of a mortgagee or its assignee to:

20.1.1 Foreclose or take title to a condominium Unit pursuant to the remedies in the mortgage;

20.1.2 Accept a deed or assignment in lieu of foreclosure in the event of default by a mortgagor; or

20.1.3 Sell or lease a Unit acquired by the mortgagee or its assignee.

20.2 Amendments to Project Documents. Amendments to the project documents of a material adverse nature to mortgagees must be agreed to by mortgagees that represent at least 51% of the votes of the Units that are subject to mortgages. Amendments to annex property and/or Units to the Condominium pursuant to Section 6 of this Declaration shall not be deemed or construed as amendments of a material adverse nature to mortgages.

20.3 Termination of Condominium. Any action to terminate the legal status of the condominium after substantial destruction or condemnation occurs, or for other reasons, must be agreed to by mortgagees that represent at least 51% of the votes of the Units that are subject to mortgages.

20.4 Implied Approval Presumed. If otherwise allowed by law, implied approval by a mortgagee shall be assumed when a mortgagee fails to submit a response to any written proposal for an amendment within 60 days after it receives proper notice of the proposal, provided the notice was delivered by certified or registered mail, with a "return receipt" requested.

20.5 Right to Notice. Any mortgagee of a Unit, and any guarantor of the mortgage, upon the submission of a request to the Association in writing delivered to the Registered Agent of the Association, shall be entitled to receive timely written notice from the Association of the following matters:

20.5.1 Any condemnation or casualty loss that affects either a material portion of the project or the Unit securing its mortgage;

20.5.2 Any 60-day delinquency in the payment of assessments or charges owned by the Owner of any Unit on which it holds the mortgage;

20.5.3 Any lapse, cancellation, or material modification of any insurance policy maintained by the Association; and

20.5.4 Any proposed action that requires the consent of a specified percentage of mortgagees.

20.6 Priority of Insurance Proceeds. Neither a Unit Owner nor any other party shall have priority over any rights of the first mortgagee of the Unit pursuant to its mortgage in the case of payment to the Unit Owner of insurance proceeds or condemnation awards for losses to or a taking of condominium Units(s) and/or Common Elements.

21. REALLOCATION OF BOUNDARIES AND MERGER AND SEPARATION OF UNITS.

Unit Owners may, subject to the approval of the Board of Directors of the Association, reallocate Unit boundaries between adjoining Units, merge two adjoining Units into one Unit and/or separate a previously merged Unit into the number of Units which originally existed, upon compliance with the applicable provisions of the Act. The Board of Directors may approve or deny such request in its sole discretion and may condition any approval upon compliance with such conditions as it may determine to be reasonable and appropriate. All work in connection with reallocation, merger, or separation shall be completed in a good, workmanlike manner and free from all liens. The Unit Owner(s) who initiate or whose actual boundaries are relocated, merged or separated shall indemnify and hold harmless the other Unit Owners, the Board, the Declarant and the Association from and against all claims of third parties for personal injury or property damage from work performed in connection with any relocation, merger or separation. The Board of Directors shall have the authority to assess a Special Assessment against any Unit for any cost incurred by the Association as a result of nonpayment of relocation cost by the Unit Owner.

A reallocation of boundaries between adjoining Units shall not result in any change in the number of votes, the Percentage Interests, or responsibility for Association expenses and assessments for either Unit. In the event two adjoining Units are merged into one Unit, the resulting Unit shall have the same number of votes at meetings of the Association as the total number of votes assigned to the two previous Units (a total of 2 votes, 1 for each of the original Units), and shall have the same undivided Percentage Interest in the Common Elements as the total undivided Percentage Interest applicable to the two previous Units. To avoid any increased burden for Association expenses on other Units and the owners thereof, the resulting merged Unit shall be responsible for the same share of Association expenses and assessments (both Annual and Special) as the total which would have been applicable to the two Units if they had not been merged. If a merged Unit is later separated into 2 units, each of the 2 separated Units

shall then have the originally allocated vote, Percentage Interest, and assessment responsibility.

22. CONDEMNATION

In the event of a "taking under the power of eminent domain" as defined in the Act, the Association shall proceed with rebuilding, relocation, or restoration and/or an allocation of any award as provided in the By-laws or, if not provided for in the By-laws, in the Act. In any event, if the taking under the power of eminent domain is to the extent where the remaining Condominium portion has been diminished to such an extent that reconstruction or restoration is not practical, the Condominium shall be subject to an action for partition upon obtaining the written consent of the Unit Owners having 75% or more of the vote. In the case of partition, the net proceeds of sale, together with any net proceeds of the award for taking, shall be considered as one fund and shall be divided among all Unit Owners in proportion to their Percentage Interest and shall be distributed in accordance with the priority of interests in each Unit. A taking of all or part of a Unit may not include any of the Percentage Interests or vote appurtenant to the Unit. The Owner of each Unit taken shall have the individual right of appeal of the necessity of taking and of the condemnation award made for the taking. The Association shall have the right of appeal of the necessity of taking of the Common Elements and the right of appeal of the condemnation award made for the taking of the Common Elements. An appeal by the Association shall be binding upon the Unit Owners for the necessity of taking or the condemnation award made for the taking of the Common Elements. Unit Owners having an interest in the ownership of Limited Common Elements may individually or as a group appeal the necessity of taking or the condemnation award made for the taking of the Limited Common Elements. The Association shall act as the designated agent and/or attorney-in-fact for each Unit Owner and their Mortgagees for the purpose of representing, negotiating, and settling any proceeds or awards to be made to the Association or any Unit Owner on account of any casualty damage to the Condominium or eminent domain proceedings which involve the Condominium.

23. INTENTIONALLY LEFT BLANK

24. GENERAL PROVISIONS.

24.1 Enforcement & Restriction Precedence. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations, now or hereafter imposed by the provisions of this Declaration, the By-laws and Rules and Regulations. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Declarant, its successors and assigns, and all parties hereafter having an interest in the Property, are subject to all applicable rules, codes, regulations, and ordinances of the Village of Sussex, Waukesha County, the State of Wisconsin, and the federal government, and the same may be more restrictive than these the restrictions, conditions, and reservations, now or hereafter imposed by the provisions of this Declaration, the By-laws and Rules and Regulations. In the event there is a conflict between the requirements of Declaration, the By-laws and Rules and Regulations and any provision of the City, County, State or federal law or regulation, the more restrictive provisions shall apply.

24.2 Severability. If any provision, or any part hereof, of this Declaration or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Declaration, or the application of such provision, or any part thereof, to persons or circumstances other than those to which it is held invalid or unenforceable,

shall not be affected thereby, and each provision or any part thereof, of this Declaration shall be valid, and be enforced to the fullest extent.

24.3 Termination. This Declaration may be terminated in the manner allowed by the Act as of the time of termination.

24.4 Notices. All notices and other documents required or permitted to be given by this Declaration or the By-Laws of the Association to a Unit Owner shall be sufficient if given to one (1) Owner of a Unit regardless of the number of Owners who have an interest therein. All Owners shall provide the Association with an address for the mailing and emailing or service of any notice or other documents and the Association shall be deemed to have discharged its duty with respect to the giving of notice by mailing it, emailing it or having it delivered personally to such address as is on file with the Association.

24.5 Non-waiver. The failure of the Association to insist, in any one or more instances, upon the strict performance of any of the terms, covenants, conditions or restrictions of this Declaration, or to exercise any right or option herein contained, or to serve any notice or to term, covenant, condition or restriction, shall not be deemed a waiver of same, but such term, covenant, condition or restriction shall remain in full force and effect. The receipt by the Association of payment of any Assessment from a Unit Owner, with knowledge of the breach of any covenant hereof, shall not be deemed as a waiver of such breach, and no waiver by the Association of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Association.

24.6 Amendments. This Declaration may be amended in the manner allowed by the Act at the time of amendment (to the extent not subject to further restrictions as set forth in this Declaration); provided, however, that, as long as Declarant owns any unsold Unit and so long as the Condominium is subject to expansion as set forth in Section 6 above, no Amendment to this Declaration shall be effective unless consented to in writing by Declarant. No amendment shall adversely affect the rights of the Village of Sussex without Village consent.

24.7 Registered Agent. Steve DeCleene is hereby appointed by Declarant as the registered agent for the condominium. The address of said registered agent is: N27 W24025 Paul Court, Pewaukee, WI 53072. The registered agent may be changed in accordance with any provision allowed by law in effect at the time of such change. As of the date of filing of this Declaration, the provisions regarding the qualification, designation and filing of the name and address of the registered agent are set forth in Sec. 703.23, Wis. Stats. As set forth in said statutory section, if the Association is incorporated, the registered agent for the association shall be the registered agent for the condominium.

24.8 Assignment. The rights and obligations of Declarant may be assigned in any manner allowed by law at the time of assignment. Upon the recording of any such amendment, such assignee shall become "Declarant" under this Declaration and shall succeed to all such rights, powers, and obligations. Such amendment need be signed only by the assignor and assignee named therein

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

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

IN WITNESS WHEREOF, the said VISTA RUN LLC, Declarant, has caused this document to be executed this 22 day of November, 2021.

VISTA RUN LLC,
a Limited Liability Company

By: _____
Steve DeCleene, Manager

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
WAUKESHA COUNTY)

Personally, came before me this 22 day of November, 2021, the above named Steve DeCleene, Manager of VISTA RUN LLC, to me known to be the person who executed the foregoing instrument and acknowledged the same.

CINDY L. WEGNER
Notary Public
State of Wisconsin

_____
Print Name: Cindy L. Wegner
Notary Public, State of Wisconsin
My Commission expires: 8/21/22

CONSENT OF MORTGAGE HOLDER

Midland States Bank, being the holder of a mortgage on the property subject to this declaration, hereby consents to the establishment of this Condominium and the recording of this declaration and the Condominium Plat for this Condominium.

Date: Nov. 10, 2021

Midland States Bank

By: Kelly Peddycoart
KELLY PEDDYCOART

Print name and Title: Sr. Comm. Sales Asst.

ACKNOWLEDGMENT

STATE OF ILLINOIS)

) SS

EFFINHAM COUNTY)

Personally Came before me this 10 day of Nov, 2021 the above named Kelly Peddycoart of Midland States Bank, to me know to be the person who executed the foregoing instrument and acknowledge the same.

OFFICIAL SEAL
KRISTEN S RODGERS
NOTARY PUBLIC, STATE OF ILLINOIS
EFFINGHAM COUNTY
MY COMMISSION EXPIRES 08/22/2023

Kristen S. Rodgers

Printed name: Kristen S Rodgers

Notary Public, State of Illinois

My Commission expires: 08/22/2023

EXHIBIT A
LEGAL DESCRIPTION OF THE TOWNS AT VISTA RUN CONDOMINIUM

EXHIBIT A

LEGAL DESCRIPTION OF THE TOWNS AT VISTA RUN:

BEING ALL OF OUTLOT 3, AND OUTLOT 5 OF VISTA RUN
LOCATED IN THE NW. 1/4 OF THE SE. 1/4 OF SECTION 21, T.8N., R.19E., VILLAGE OF SUSSEX, WAUKESHA COUNTY, WISCONSIN.

SAID LANDS CONTAIN 269,327 SQUARE FEET (6.18 ACRES).

LEGAL DESCRIPTION OF THE TOWNS AT VISTA RUN - PHASE 1:

BEING ALL OF OUTLOT 5 OF VISTA RUN
LOCATED IN THE NW. 1/4 OF THE SE. 1/4 OF SECTION 21, T.8N., R.19E., VILLAGE OF SUSSEX, WAUKESHA COUNTY, WISCONSIN.

SAID LANDS CONTAIN 32,937 SQUARE FEET (0.76 ACRES).

EXHIBIT B

LEGAL DESCRIPTION OF EXPANSION AREA FOR THE TOWNS AT VISTA RUN CONDOMINIUM

LEGAL DESCRIPTION C: (EXPANSION REAL ESTATE)

EXHIBIT B

LEGAL DESCRIPTION EXPANSION REAL ESTATE:

BEING ALL OF OUTLOT 3 OF VISTA RUN
LOCATED IN THE NW. 1/4 OF THE SE. 1/4 OF SECTION 21, T.8N., R.19E., VILLAGE OF SUSSEX, WAUKESHA COUNTY, WISCONSIN.

EXHIBIT C

THE TOWNS AT VISTA RUN CONDOMINIUM PLAT

(See Attached)

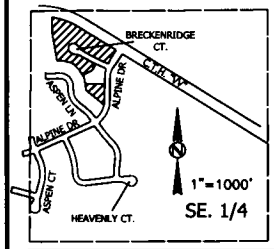
Please note that the attached Condominium Plat may not be sufficiently legible due to size.

THE CONDOMINIUM PLAT OF

THE TOWNS AT VISTA RUN CONDOMINIUM

ALL OF OUTLOT 3, AND OUTLOT 5 OF VISTA RUN
LOCATED IN THE NW. 1/4 OF THE SE. 1/4
OF SECTION 21, T.8N., R.19E.,
VILLAGE OF SUSSEX, WAUKESHA COUNTY, WISCONSIN.

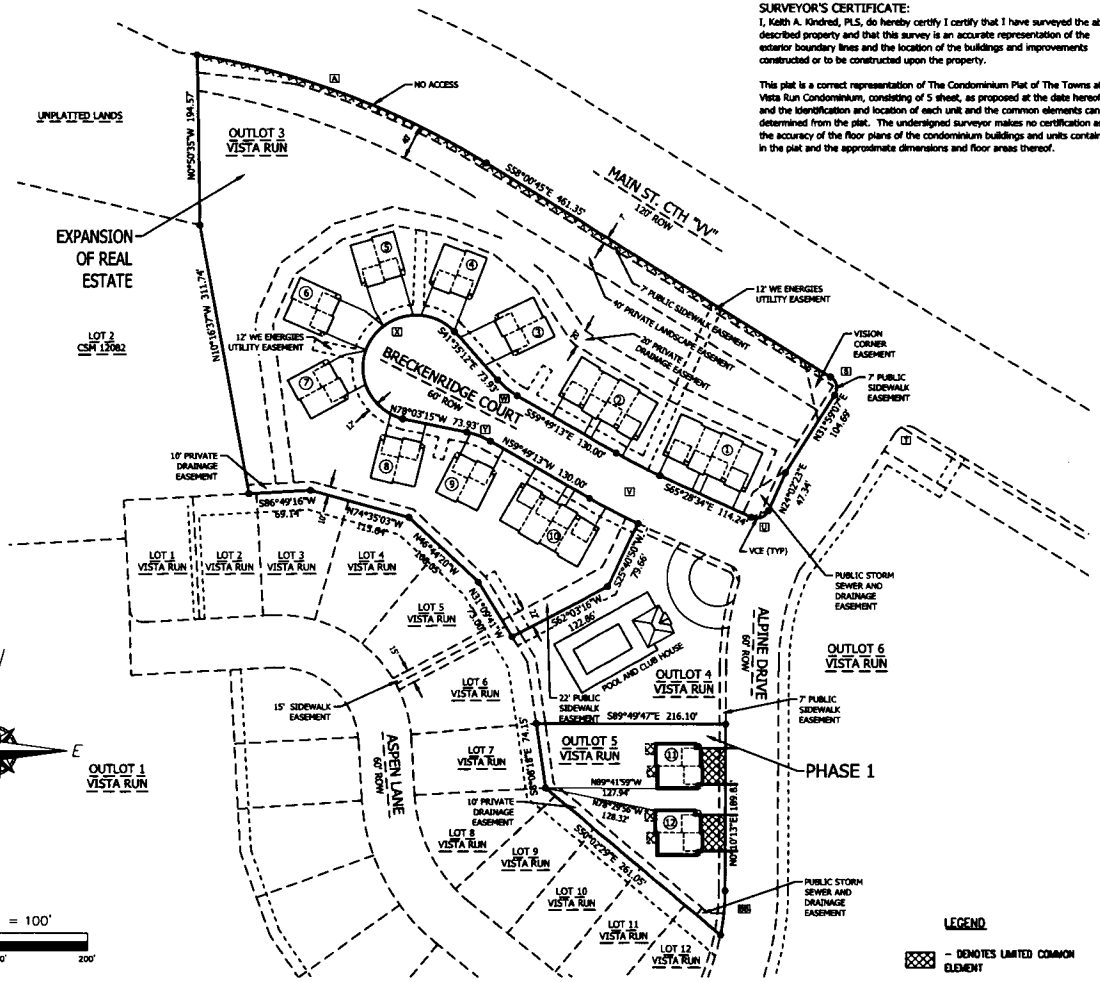
LOCATION MAP
SEC. 21-T08N-R19E



SURVEY BY:
KEITH A KINDRED PLS-2082
SEH
501 MAPLE AVE
DELAFIELD, WI 53018
(414) 949-8919

SURVEY FOR:
VISTA RUN, LLC
NEUMANN COMPANIES INC.
N27W24025 PAUL CT. STE 100
PEWAUKEE, WI 53072

CURVE TABLE								
	CURVE #	RADIUS	DELTA	ARC DIST	CHORD DIST	CHORD BEARING	TAN BEARING	TAN BEARING
A	EXTERIOR	884.93'	22°27'36"	350.81'	348.57'	N88°14'33"W	N58°00'45"W	N80°28'21"W
S	OUTLOT 3	15.00'	89°58'52"	23.56'	21.21'	N13°00'48"W	N31°58'07"E	N58°00'45"W
U	OUTLOT 3	15.00'	90°29'04"	23.69'	21.30'	N88°16'55"E	S65°28'34"E	N24°02'23"E
	R/W NORTH	570.00'	5°39'18"	56.28'	56.24'	S62°38'54"E	S59°48'14"E	S65°28'34"E
V	R/W SOUTH	630.00'	5°38'20"	62.18'	62.16'	S62°38'54"E	S59°48'13"E	S65°28'34"E
W	R/W NORTH	90.00'	18°14'02"	28.64'	28.52'	S50°42'13"E	S41°35'12"E	S59°48'13"E
X	R/W	60.00'	212°08'26"	222.17'	115.31'	S30°10'46"W	N43°44'31"W	S75°53'57"E
Y	R/W SOUTH	90.00'	18°14'02"	28.64'	28.52'	N68°56'14"W	N58°48'13"W	N78°03'15"W
BB	OUTLOT 5	270.00'	10°48'08"	50.90'	50.83'	N05°34'17"E	N10°58'21"E	N00°10'13"E



SURVEYOR'S CERTIFICATE:
I, Keith A. Kindred, PLS, do hereby certify I certify that I have surveyed the above described property and that this survey is an accurate representation of the exterior boundary lines and the location of the buildings and improvements constructed or to be constructed upon the property.

This plat is a correct representation of The Condominium Plat of The Towns at Vista Run Condominium, consisting of 5 sheet, as proposed at the date hereof, and the identification and location of each unit and the common elements can be determined from the plat. The undersigned surveyor makes no certification as to the accuracy of the floor plans of the condominium buildings and units contained in the plat and the approximate dimensions and floor areas thereof.

LEGEND
▨ - DENOTES LIMITED COMMON ELEMENT

SCALE: 1" = 100'
0 50' 100' 200'

SEH
PHONE: 262.646.6855
501 MAPLE AVENUE
DELAFIELD, WI 53018
www.sehinc.com

NOVEMBER 24, 2021

PROJECT# NEUMA-149103

THIS INSTRUMENT DRAFTED BY PETER A. TUFTEE

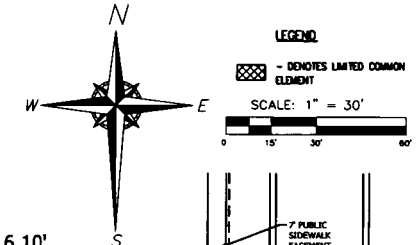
THE CONDOMINIUM PLAT OF

THE TOWNS AT VISTA RUN CONDOMINIUM

ALL OF OUTLOT 3, AND OUTLOT 5 OF VISTA RUN
LOCATED IN THE NW. 1/4 OF THE SE. 1/4
OF SECTION 21, T.8N., R.19E.,
VILLAGE OF SUSSEX, WAUKESHA COUNTY, WISCONSIN.

BUILDING NUMBER	UNIT NUMBER	ADDRESS	ROAD	VILLAGE	STATE
11	27	W253N6703	ALPINE DRIVE	SUSSEX	WI.
	28	W253N6701	ALPINE DRIVE	SUSSEX	WI.
12	29	W253N6685	ALPINE DRIVE	SUSSEX	WI.
	30	W253N6681	ALPINE DRIVE	SUSSEX	WI.

PHASE 1 DETAIL
BUILDINGS 11 AND 12



LEGAL DESCRIPTION OF THE TOWNS AT VISTA RUN CONDOMINIUM:

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SAID LANDS CONTAIN 269,327 SQUARE FEET (6.18 ACRES).

LEGAL DESCRIPTION OF THE TOWNS AT VISTA RUN CONDOMINIUM- PHASE 1:

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SAID LANDS CONTAIN 32,937 SQUARE FEET (0.76 ACRES).

LEGAL DESCRIPTION EXPANSION REAL ESTATE:

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NOTE:
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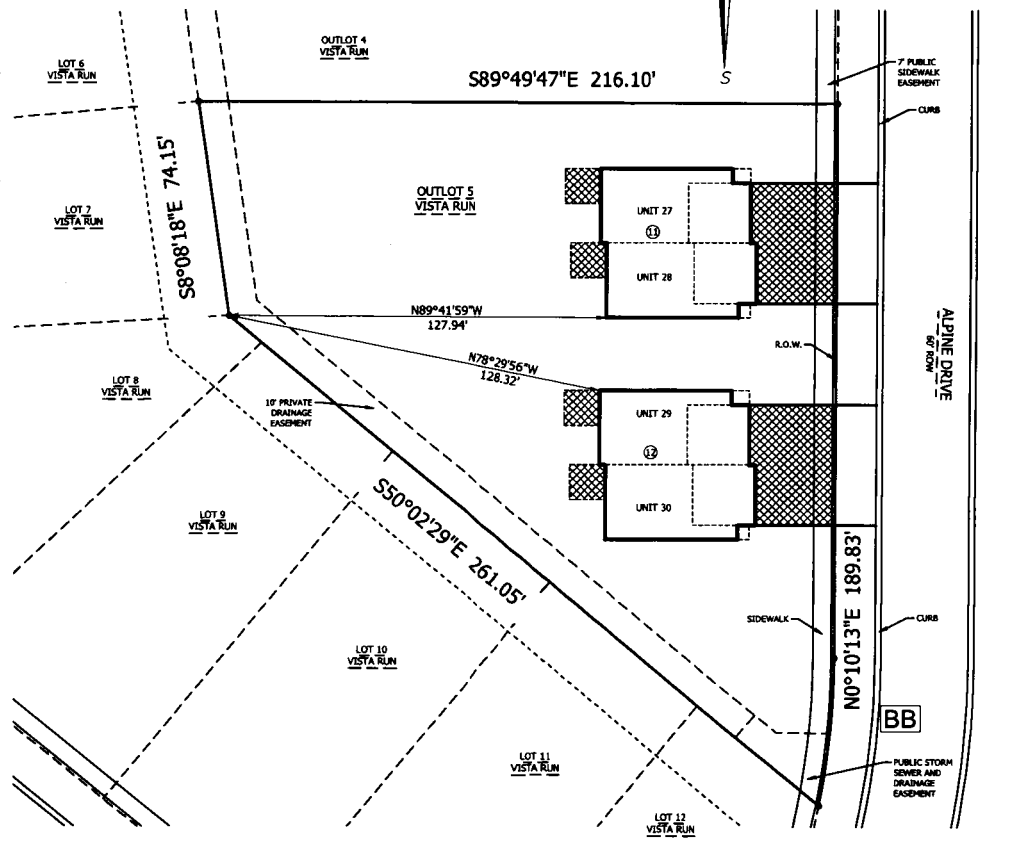
- ALL AREAS, BUILDING DIMENSIONS, DEPICTIONS OR LAYOUTS ARE APPROXIMATE AND DO NOT REFLECT AS-BUILT CONDITIONS.

- EXPANSION REAL ESTATE RESERVED FOR FUTURE BUILDINGS



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THE CONDOMINIUM PLAT OF

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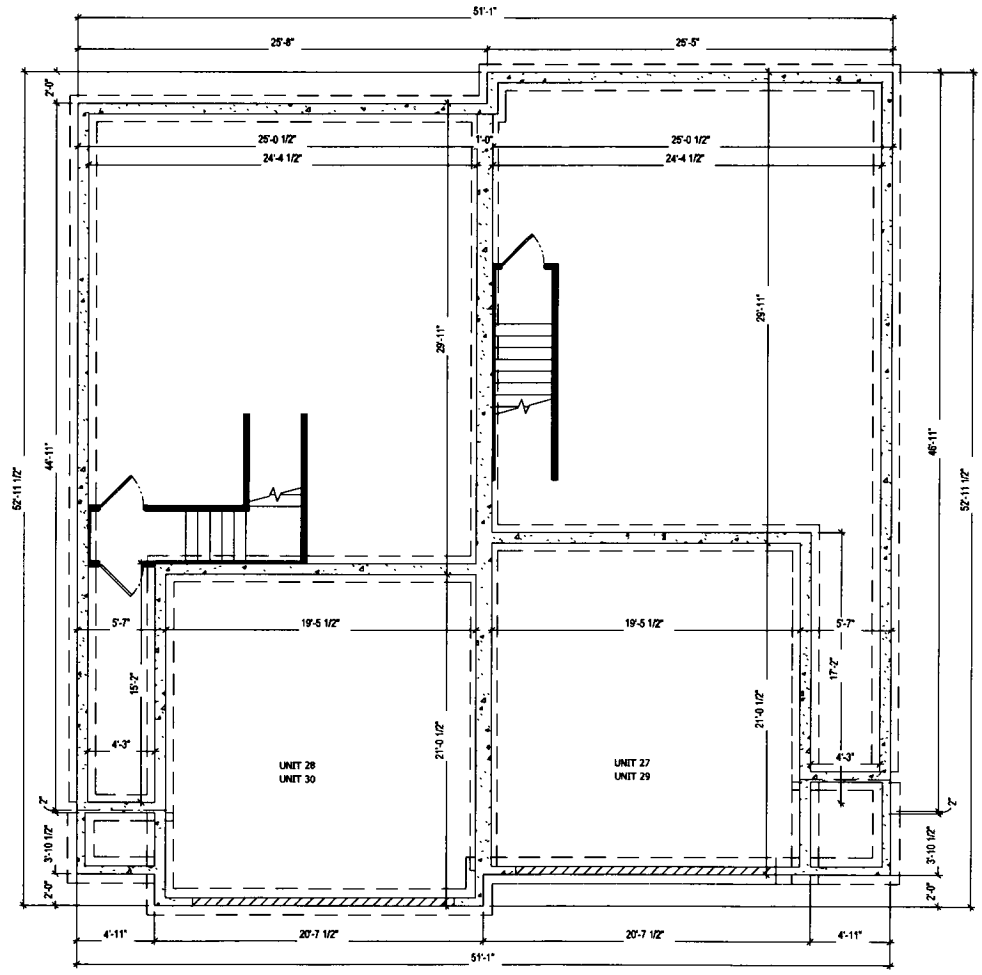
LEGEND

LCE - DENOTES LIMITED COMMON ELEMENT



BUILDINGS 11 AND 12 DETAIL

FOUNDATION / LOWER LEVEL PLAN

(FLOOR PLANS BY OTHERS)
(DIMENSIONS AND AREAS ARE APPROXIMATE)
EACH UNIT = 1272 SQ. FT.

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LEGEND

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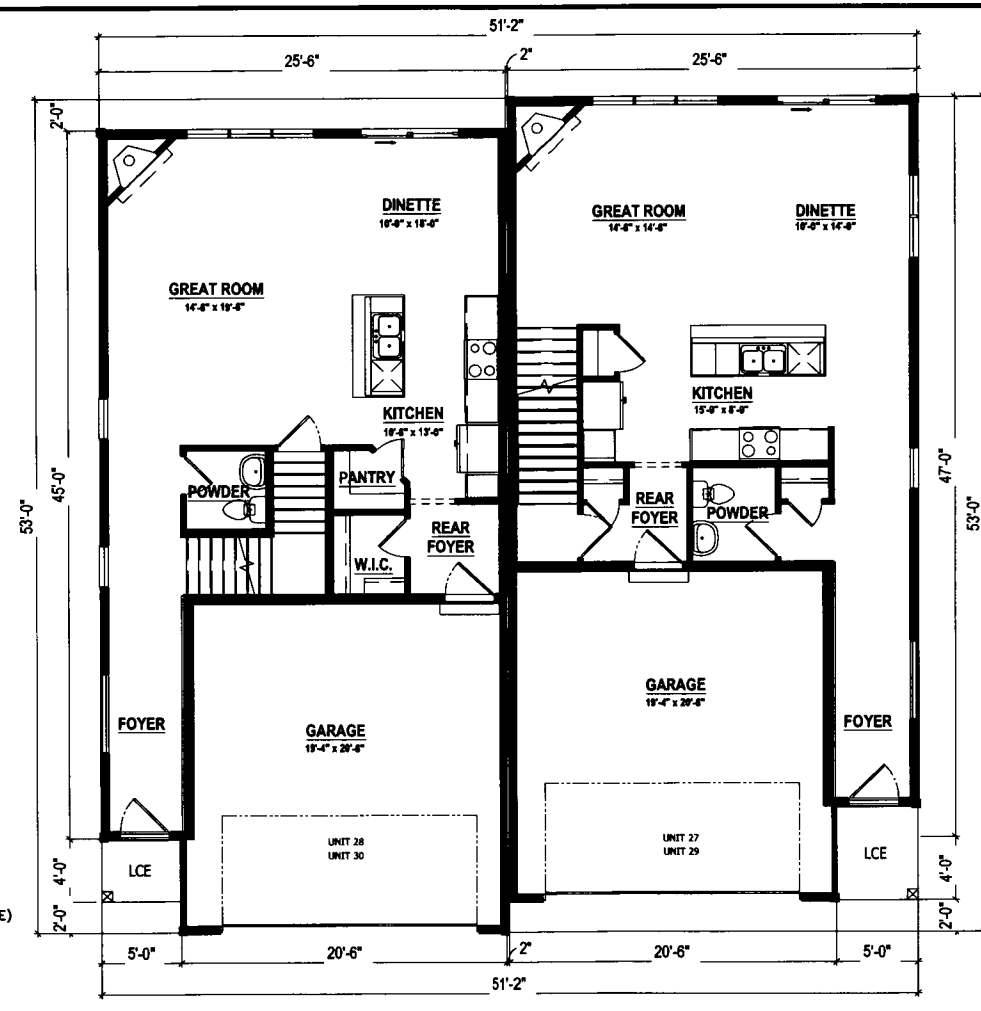

BUILDINGS 11 AND 12 DETAIL

FIRST FLOOR PLAN

(FLOOR PLANS BY OTHERS)
(DIMENSIONS AND AREAS ARE APPROXIMATE)
EACH UNIT = 1272 SQ. FT.

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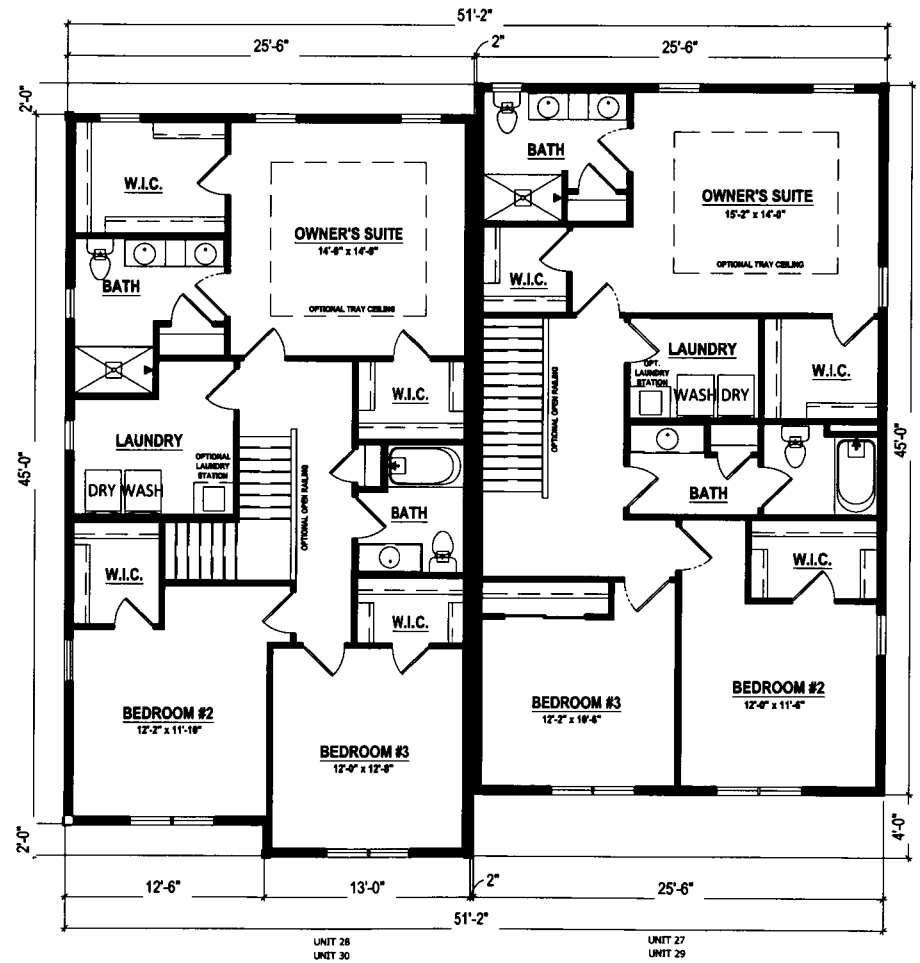
LEGEND

LCE - DENOTES LIMITED COMMON ELEMENT



BUILDINGS 11 AND 12 DETAIL

SECOND FLOOR PLAN

(FLOOR PLANS BY OTHERS)
(DIMENSIONS AND AREAS ARE APPROXIMATE)
EACH UNIT = 1272 SQ. FT.

SEH
PHONE: 262.646.6855
501 MAPLE AVENUE
DELAFIELD, WI 53018
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PROJECT# NEUMA-149103

THIS INSTRUMENT DRAFTED BY PETER A. TUFTEE

EXHIBIT D

UNIT ADDRESSES FOR
THE TOWNS AT VISTA RUN CONDOMINIUM

Unit #	Address
27	W253N6703 Alpine Drive
28	W253N6701 Alpine Drive
29	W253N6685 Alpine Drive
30	W253N6681 Alpine Drive

4644977

REGISTER OF DEEDS
WAUKESHA COUNTY, WI
RECORDED ON

January 10, 2022 11:51 AM
James R Behrend
Register of Deeds

12 PGS
TOTAL FEE:$30.00
TRANS FEE:$0.00

Book Page -

Document Number	**AMENDMENT NO. 1 TO THE DECLARATION OF CONDOMINIUM OF THE TOWNS AT VISTA RUN CONDOMINIUM** Document Title

Recording Area

Document Drafted By:
Steve DeCleene
Return to:
VISTA RUN, LLC
N27 W24025 Paul Ct., Ste. 100
Pewaukee, WI 53072
Attention: Steve DeCleene

PIN: SUXV 0227999009

AMENDMENT NO. 1 TO THE CONDOMINIUM DECLARATION FOR THE TOWNS AT VISTA RUN CONDOMINIUM

This Amendment No.1 to Condominium Declaration for The Towns at Vista Run Condominium is made this 6th day of January, 2022, by Vista Run LLC, a Wisconsin limited liability company (the "Declarant").

RECITALS

WHEREAS, on November 22nd, 2021, the Declarant executed the Condominium Declaration For The Towns at Vista Run Condominium (the "Declaration"), and the Declaration was recorded on November 29th, 2021, in the Register of Deeds Office for Waukesha County, Wisconsin as Document No. 4635451; and

WHEREAS, Section 6.1 of the Declaration provides that, for a period of ten (10) years after the date of recording the Declaration, the Declarant has the option to expand the Property (as that term is defined in the Declaration) in compliance with Section 703.26, Wis. Stats., and without consent of any Unit Owner or Mortgagee (as such terms are defined in the Declaration); and

WHEREAS, the Declarant wants to further amend the Declaration and the Condominium Plat of The Towns at Vista Run Condominium, previously recorded pursuant to the Act simultaneously with and constituting a part of the Declaration, so as to expand the Condominium in compliance with the Declaration and applicable law;

THEREFORE, in accordance with the Declaration and Chapter 703, Wis. Stats., the Declaration and the Condominium Plat are amended as follows:

AMENDMENT

1. Amendment to the Plat. The Condominium Plat of The Towns at Vista Run Condominium as previously recorded pursuant to the Act simultaneously with and constituting a part of the Declaration, as the same may be amended from time to time (the "Condominium Plat") is amended to include the amended Condominium Plat attached hereto as Exhibit A.

2. New Allocated Interest. In accordance with Section 6.1(c) of the Declaration, the new Allocated Interest, calculated in accordance with Article 9 of the Declaration, shall be one (1) divided by (8) (1/8).

3. Votes Which Each Unit May Cast in the Condominium as Expanded. Pursuant to Section 10.2 of the Declaration, each Unit in the Condominium, as expanded, shall be entitled to one vote.

4. Miscellaneous. Pursuant to Section 6.1(e) of the Declaration, upon the foregoing expansion, all references in the Declaration to the "Buildings," the "Condominium," "Units," "Property," "Owners," "Association," "Common Expenses" and all other terms which refer to the Condominium automatically shall refer to the Condominium as expanded and shall have the

meaning given to them as a result of the Declaration. Except as such terms and other terms relating to the Condominium may be changed by this Amendment No. 1, the Declaration, as previously amended, shall control.

5. Addresses. Exhibit B to the Declaration is hereby modified to add the following addresses to Exhibit B for the Units created by this Amendment No. 1:

Building #	**10**
Unit #	**Address**
23	N67 W25337 Breckenridge Court
24	N67 W25335 Breckenridge Court
25	N67 W25333 Breckenridge Court
26	N67 W25331 Breckenridge Court

Revised Description of Expansion Real Estate. Exhibit C to the Declaration is replaced in its entirety with the Exhibit C attached hereto.

The Declarant has caused this Amendment No. 1 to be executed as of the date set forth above

VISTA RUN LLC,

a Wisconsin limited liability company

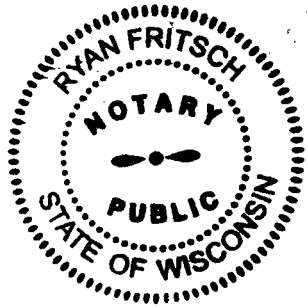
By: _____

Steven B. DeCleene, Managing Member

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)
WAUKESHA COUNTY) SS

Personally came before me this 6th day of January, 2022 the above named Steven B. DeCleene, of VISTA RUN LLC, to me known to be the person who executed the foregoing instrument and acknowledged the same.



_____

Print Name: Ryan Fritsch

Notary Public, State of Wisconsin

My Commission expires: 3/4/2023

CONSENT OF MORTGAGEE

Midland States Bank, being the holder of a Mortgage on the Property subject to this Declaration hereby consents to the establishment of this Condominium and the recording of this declaration and the Condominium Plat for this Condominium.

Dated this 5th day of January, 2022.

Midland States Bank

By: Mandy Henning

Print name and Title: Mandy Henning
Regional Portfolio Manager

ACKNOWLEDGMENT

STATE OF ILLINOIS)
)
EFFINHAM COUNTY)

Personally came before me this 5th day of January, 2022 the above named Mandy Henning of Midland States Bank, to me known to be the person who executed the foregoing instrument and acknowledged the same.

OFFICIAL SEAL
MELVIN D STOCK
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXPIRES 01/17/2023

Print Name: Mel Stock

Notary Public, State of Illinois

My Commission Expires: 1-17-23

EXHIBIT A

Condominium Plat
(Attached)

Please note the attached condominium plat may not be sufficiently legible due to size.
(For reference purposes only)

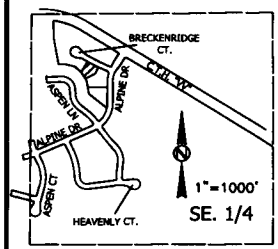
THE FIRST ADDENDUM TO THE CONDOMINIUM PLAT OF

THE TOWNS AT VISTA RUN CONDOMINIUM

ALL OF OUTLOT 3, AND OUTLOT 5 OF VISTA RUN
LOCATED IN THE NW. 1/4 OF THE SE. 1/4
OF SECTION 21, T.8N., R.19E.,
VILLAGE OF SUSSEX, WAUKESHA COUNTY, WISCONSIN.

PHASE 2

LOCATION MAP
SEC. 21-T08N-R19E



SURVEY BY:
KEITH A KINDRED PLS-2082
SEH
501 MAPLE AVE
DELAFIELD, WI 53018
(414) 949-8919

SURVEY FOR:
VISTA RUN, LLC
NEUMANN COMPANIES INC.
N27W24025 PAUL CT. STE 100
PEWAUKEE, WI 53072

CURVE TABLE

	CURVE #	RADIUS	DELTA	ARC DIST	CHORD DIST	CHORD BEARING	TAN BEARING	TAN BEARING
A	EXTERIOR	884.93'	22°27'36"	350.81'	348.57'	N88°14'33"W	N08°00'45"W	N80°28'21"W
S	OUTLOT 3	15.00'	88°58'52"	23.56'	21.21'	N13°00'48"W	N31°58'07"E	N58°00'45"W
U	OUTLOT 3	15.00'	90°29'04"	23.98'	21.36'	N88°18'56"E	S65°28'34"E	N24°02'23"E
	R/W NORTH	570.00'	5°39'19"	56.28'	56.24'	S82°38'54"E	S58°49'14"E	S65°28'34"E
V	R/W SOUTH	630.00'	5°39'20"	62.18'	62.15'	S82°38'54"E	S58°49'13"E	S65°28'34"E
W	R/W NORTH	80.00'	18°14'02"	28.54'	28.52'	S50°42'13"E	S41°35'12"E	S58°49'13"E
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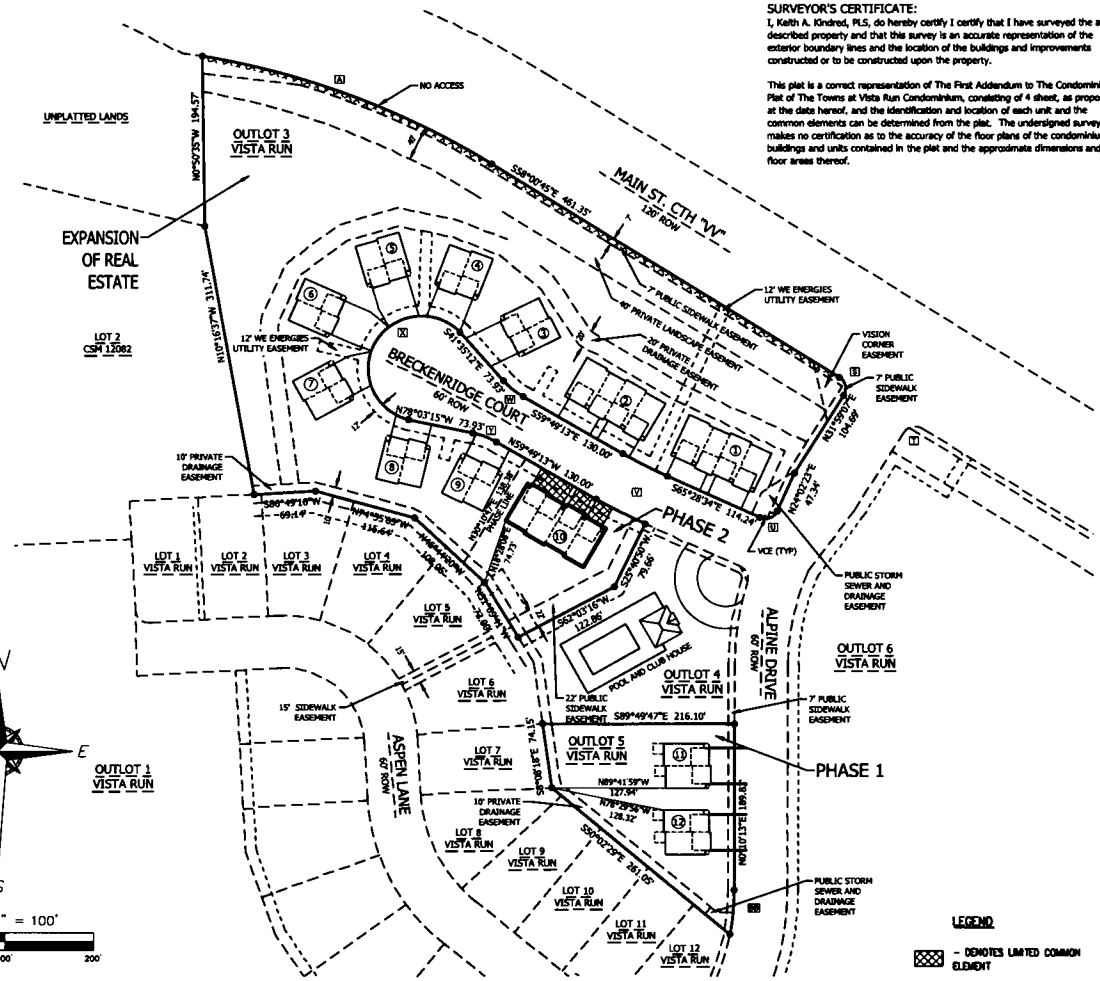
BB	OUTLOT 5	270.00'	10°48'08"	50.90'	50.83'	N05°34'17"E	N10°58'21"E	N00°10'13"E



SURVEYOR'S CERTIFICATE:
I, Keith A. Kindred, PLS, do hereby certify I certify that I have surveyed the above described property and that this survey is an accurate representation of the exterior boundary lines and the location of the buildings and improvements constructed or to be constructed upon the property.

This plat is a correct representation of The First Addendum to The Condominium Plat of The Towns at Vista Run Condominium, consisting of 4 sheet, as proposed at the date hereof, and the identification and location of each unit and the common elements can be determined from the plat. The undersigned surveyor makes no certification as to the accuracy of the floor plans of the condominium buildings and units contained in the plat and the approximate dimensions and floor areas thereof.

LEGEND
▨ - DENOTES LIMITED COMMON ELEMENT

SEH
PHONE: 262.646.6855
501 MAPLE AVENUE
DELAFIELD, WI 53018
www.sehinc.com

JANUARY 3, 2022

PROJECT# NEUMA-164898

THIS INSTRUMENT DRAFTED BY PETER A. TUFTEE

SHEET 1 OF 4

THE FIRST ADDENDUM TO THE CONDOMINIUM PLAT OF

THE TOWNS AT VISTA RUN CONDOMINIUM

ALL OF OUTLOT 3, AND OUTLOT 5 OF VISTA RUN
LOCATED IN THE NW. 1/4 OF THE SE. 1/4
OF SECTION 21, T.8N., R.19E.,
VILLAGE OF SUSSEX, WAUKESHA COUNTY, WISCONSIN.

PHASE 2

BUILDING NUMBER	UNIT NUMBER	ADDRESS	ROAD	VILLAGE	STATE
10	23	W67 W25337	BRECKENRIDGE COURT	SUSSEX	WI.
	24	W67 W25335	BRECKENRIDGE COURT	SUSSEX	WI.
	25	W67 W25333	BRECKENRIDGE COURT	SUSSEX	WI.
	26	W67 W25331	BRECKENRIDGE COURT	SUSSEX	WI.

LEGAL DESCRIPTION OF THE TOWNS AT VISTA RUN CONDOMINIUM:

BEING ALL OF OUTLOT 3, AND OUTLOT 5 OF VISTA RUN
LOCATED IN THE NW. 1/4 OF THE SE. 1/4 OF SECTION 21, T.8N., R.19E., VILLAGE OF SUSSEX, WAUKESHA COUNTY, WISCONSIN.

SAID LANDS CONTAIN 269,327 SQUARE FEET (6.18 ACRES).

LEGAL DESCRIPTION OF THE TOWNS AT VISTA RUN CONDOMINIUM- PHASE 2:

BEING A PART OF OUTLOT 3 OF VISTA RUN
LOCATED IN THE NW. 1/4 OF THE SE. 1/4 OF SECTION 21, T.8N., R.19E., VILLAGE OF SUSSEX, WAUKESHA COUNTY, WISCONSIN
BOUNDED AND DESCRIBED AS FOLLOWS;

BEGINING AT THE SOUTH RIGHT-OF-WAY OF BRECKENRIDGE COURT AND THE NW CORNER OF OUTLOT 4 OF VISTA RUN, THENCE S25°40'50"W., ALONG THE EAST LINE OF OUTLOT 3 OF VISTA RUN, 79.66 FEET; THENCE S62°03'16"W., ALONG THE EAST LINE OF OUTLOT 3 OF VISTA RUN, 122.86 FEET; THENCE N31°09'41"W., ALONG THE SOUTH LINE OF OUTLOT 3 OF VISTA RUN, 73.00 FEET; THENCE N46°44'20"W., ALONG THE SOUTH LINE OF OUTLOT 3 OF VISTA RUN, 32.23 FEET, TO THE PHASE LINE; THENCE N30°10'47"E., ALONG SAID PHASE LINE, 138.38 FEET, TO A POINT ON THE SOUTH RIGHT-OF-WAY OF BRECKENRIDGE COURT; THENCE S59°49'13"E., ALONG SAID SOUTH RIGHT-OF-WAY OF BRECKENRIDGE COURT, 92.00 FEET; THENCE 62.19 FEET ALONG THE ARC OF A CURVE TO THE LEFT, WHOSE RADIUS IS 630.00 FEET AND WHOSE CORD BEARS S62°38'54"E., 62.16 FEET TO THE NW CORNER OF OUTLOT 4 AND THE POINT OF BEGINNING (POB).

SAID LANDS CONTAIN 23,116 SQUARE FEET (0.53 ACRES).

LEGAL DESCRIPTION EXPANSION REAL ESTATE:

BEING ALL OF OUTLOT 3 OF VISTA RUN
LOCATED IN THE NW. 1/4 OF THE SE. 1/4 OF SECTION 21, T.8N., R.19E., VILLAGE OF SUSSEX, WAUKESHA COUNTY, WISCONSIN.

EXCEPTING PHASE 2

NOTE:
- THE LIMITED COMMON ELEMENTS (L.C.E.) CONSIST OF THE OUTSIDE DECK, PATIO, COVERED OR UNCOVERED, OR PORCHES, COVERED OR UNCOVERED, IF ANY, IMMEDIATELY ADJACENT AND APPURTENANT TO EACH UNIT TO WHICH IT HAS ACCESS BY A DOOR FROM THE UNIT AND THE DRIVEWAY IMMEDIATELY ADJACENT AND APPURTENANT TO THE GARAGE DOOR TO EACH UNIT.

- ALL AREAS, BUILDING DIMENSIONS, DEPICTIONS OR LAYOUTS ARE APPROXIMATE AND DO NOT REFLECT AS-BUILT CONDITIONS.

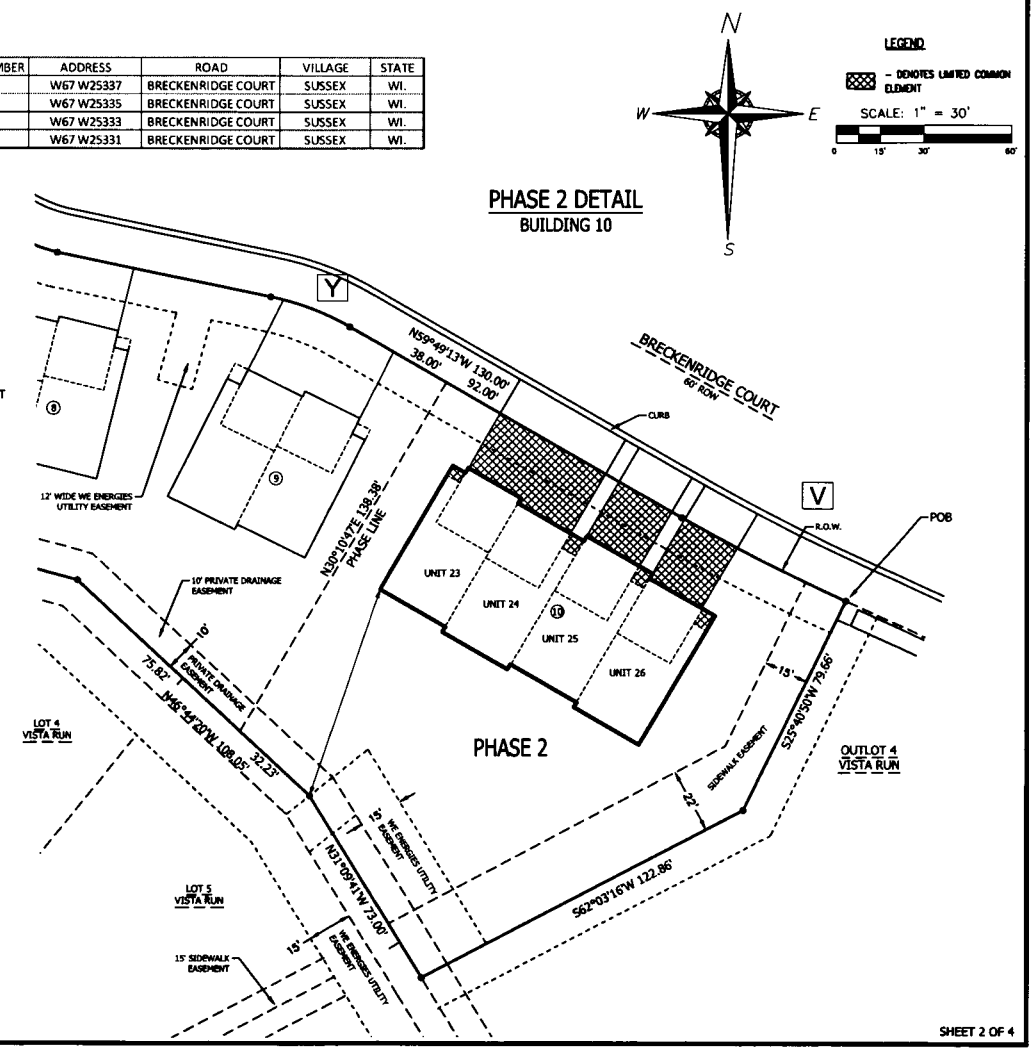
- EXPANSION REAL ESTATE RESERVED FOR FUTURE BUILDINGS

SEH
PHONE: 262.646.6855
501 MAPLE AVENUE
DELAFIELD, WI 53018
www.sehinc.com

PROJECT# NEUMA-164898

JANUARY 3, 2022

THIS INSTRUMENT DRAFTED BY PETER A. TUFTEE



SHEET 2 OF 4

THE FIRST ADDENDUM TO THE CONDOMINIUM PLAT OF

THE TOWNS AT VISTA RUN CONDOMINIUM

ALL OF OUTLOT 3, AND OUTLOT 5 OF VISTA RUN
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VILLAGE OF SUSSEX, WAUKESHA COUNTY, WISCONSIN.

PHASE 2

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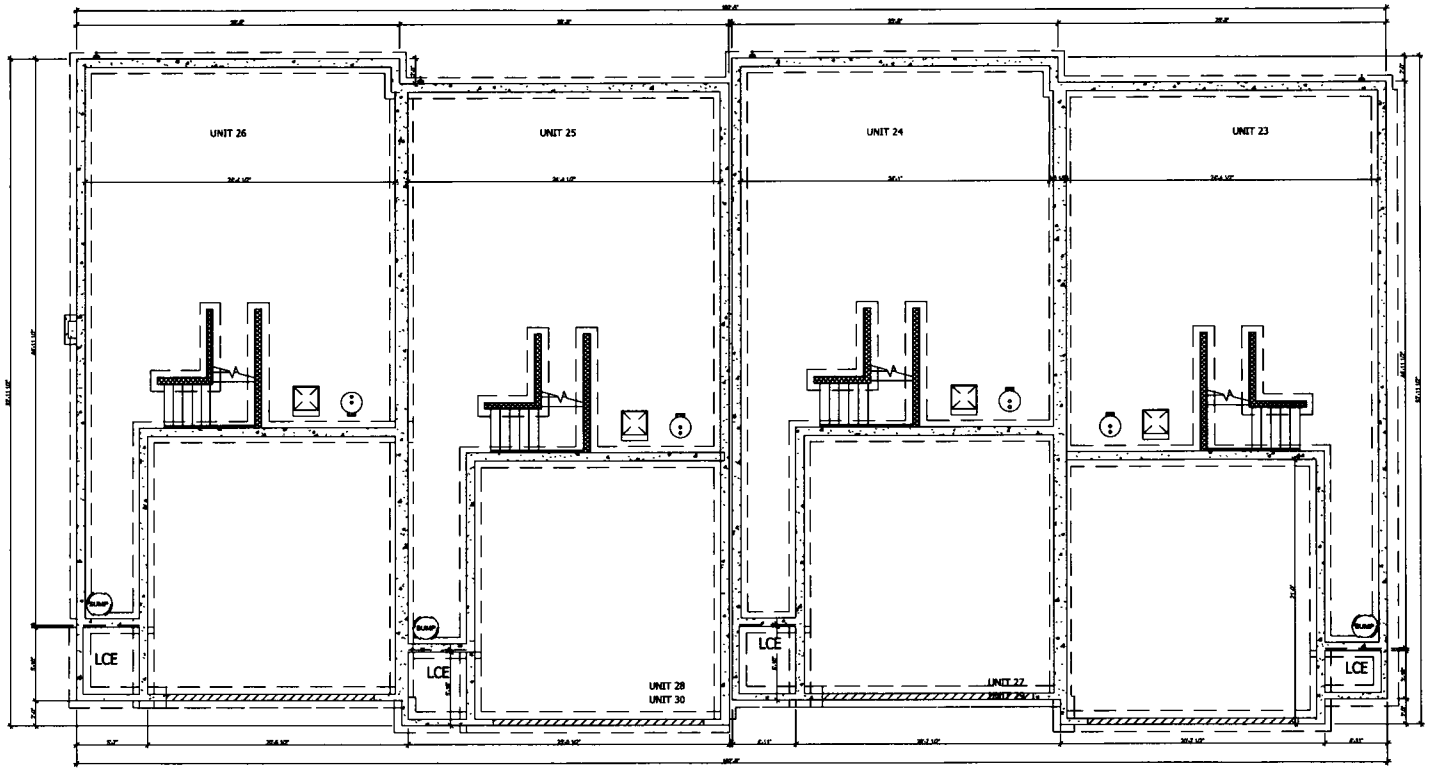
LEGEND

LCE - DENOTES LIMITED COMMON ELEMENT



BUILDING 10 DETAIL

FOUNDATION / LOWER LEVEL PLAN

(FLOOR PLANS BY OTHERS)
(DIMENSIONS AND AREAS ARE APPROXIMATE)
EACH UNIT = 1,200 SQ. FT.

SEH
PHONE: 262.646.6855
501 MAPLE AVENUE
DELAFIELD, WI 53018
www.sehinc.com

PROJECT# NEUMA-164898

THIS INSTRUMENT DRAFTED BY PETER A. TUFTEE

SHEET 3 OF 4

THE FIRST ADDENDUM TO THE CONDOMINIUM PLAT OF

THE TOWNS AT VISTA RUN CONDOMINIUM

ALL OF OUTLOT 3, AND OUTLOT 5 OF VISTA RUN
LOCATED IN THE NW. 1/4 OF THE SE. 1/4
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VILLAGE OF SUSSEX, WAUKESHA COUNTY, WISCONSIN.

PHASE 2

NOTE:
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LEGEND

LCE - DENOTES LIMITED COMMON ELEMENT



BUILDING 10 DETAIL

FIRST FLOOR PLAN

(FLOOR PLANS BY OTHERS)
(DIMENSIONS AND AREAS ARE APPROXIMATE)
EACH UNIT = 1,200 SQ. FT.

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PHONE: 262.646.6855
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DELAFIELD, WI 53018
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PROJECT# NEUMA-164898

THIS INSTRUMENT DRAFTED BY PETER A. TUFTEE

SHEET 4 OF 4

EXHIBIT "C"

LEGAL DISCRIPTION
1st ADDENDUM TO CONDOMINIUM PLAT
OF
"THE TOWNS AT VISTA RUN"

LEGAL DESCRIPTION OF THE TOWNS AT VISTA RUN CONDOMINIUM:

BEING ALL OF OUTLOT 3, AND OUTLOT 5 OF VISTA RUN
LOCATED IN THE NW. 1/4 OF THE SE. 1/4 OF SECTION 21, T.8N., R.19E., VILLAGE OF SUSSEX, WAUKESHA COUNTY, WISCONSIN.

SAID LANDS CONTAIN 269,327 SQUARE FEET (6.18 ACRES).

LEGAL DESCRIPTION OF THE TOWNS AT VISTA RUN CONDOMINIUM- PHASE 2:

BEING A PART OF OUTLOT 3 OF VISTA RUN
LOCATED IN THE NW. 1/4 OF THE SE. 1/4 OF SECTION 21, T.8N., R.19E., VILLAGE OF SUSSEX, WAUKESHA COUNTY, WISCONSIN BOUNDED AND DESCRIBED AS FOLLOWS;

BEGINING AT THE SOUTH RIGHT-OF-WAY OF BRECKENRIDGE COURT AND THE NW CORNER OF OUTLOT 4 OF VISTA RUN, THENCE S25°40'50"W., ALONG THE EAST LINE OF OUTLOT 3 OF VISTA RUN, 79.66 FEET; THENCE S62°03'16"W., ALONG THE EAST LINE OF OUTLOT 3 OF VISTA RUN, 122.86 FEET; THENCE N31°09'41"W., ALONG THE SOUTH LINE OF OUTLOT 3 OF VISTA RUN, 73.00 FEET; THENCE N46°44'20"W., ALONG THE SOUTH LINE OF OUTLOT 3 OF VISTA RUN, 32.23 FEET, TO THE PHASE LINE; THENCE N30°10'47"E., ALONG SAID PHASE LINE, 138.38 FEET, TO A POINT ON THE SOUTH RIGHT-OF-WAY OF BRECKENRIDGE COURT; THENCE S59°49'13"E., ALONG SAID SOUTH RIGHT-OF-WAY OF BRECKENRIDGE COURT, 92.00 FEET; THENCE 62.19 FEET ALONG THE ARC OF A CURVE TO THE LEFT, WHOSE RADIUS IS 630.00 FEET AND WHOSE CORD BEARS S62°38'54"E., 62.16 FEET TO THE NW CORNER OF OUTLOT 4 AND THE POINT OF BEGINNING (POB).

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BEING ALL OF OUTLOT 3 OF VISTA RUN
LOCATED IN THE NW. 1/4 OF THE SE. 1/4 OF SECTION 21, T.8N., R.19E., VILLAGE OF SUSSEX, WAUKESHA COUNTY, WISCONSIN.

EXCEPTING PHASE 2

4656095

REGISTER OF DEEDS
WAUKESHA COUNTY, WI
RECORDED ON

March 10, 2022 10:16 AM
James R Behrend
Register of Deeds

11 PGS
TOTAL FEE:$30.00
TRANS FEE:$0.00

Book Page -



Document Number

AMENDMENT NO. 2 TO THE DECLARATION OF CONDOMINIUM OF THE TOWNS AT VISTA RUN CONDOMINIUM

Document Title

Recording Area

Document Drafted By:
Steve DeCleene
Return to:
VISTA RUN, LLC
N27 W24025 Paul Ct., Ste. 100
Pewaukee, WI 53072
Attention: Steve DeCleene

PIN: SUXV 0227999009

30/11

AMENDMENT NO. 2 TO THE CONDOMINIUM DECLARATION
FOR
THE TOWNS AT VISTA RUN CONDOMINIUM

This Amendment No.2 to Condominium Declaration for The Towns at Vista Run Condominium is made this 3rd day of March, 2022, by Vista Run LLC, a Wisconsin limited liability company (the "Declarant").

RECITALS

WHEREAS, on November 22nd, 2021, the Declarant executed the Condominium Declaration For The Towns at Vista Run Condominium (the "Declaration"), and the Declaration was recorded on November 29th, 2021, in the Register of Deeds Office for Waukesha County, Wisconsin as Document No. 4635451; and

WHEREAS, on January 6th, 2022, the Declarant executed the Condominium Declaration For The Towns at Vista Run Condominium (the "Declaration"), and the Declaration was recorded on January 10th, 2022, in the Register of Deeds Office for Waukesha County, Wisconsin as Document No. 4644977; and

WHEREAS, Section 6.1 of the Declaration provides that, for a period of ten (10) years after the date of recording the Declaration, the Declarant has the option to expand the Property (as that term is defined in the Declaration) in compliance with Section 703.26, Wis. Stats., and without consent of any Unit Owner or Mortgagee (as such terms are defined in the Declaration); and

WHEREAS, the Declarant wants to further amend the Declaration and the Condominium Plat of The Towns at Vista Run Condominium, previously recorded pursuant to the Act simultaneously with and constituting a part of the Declaration, so as to expand the Condominium in compliance with the Declaration and applicable law;

THEREFORE, in accordance with the Declaration and Chapter 703, Wis. Stats., the Declaration and the Condominium Plat are amended as follows:

AMENDMENT

1. Amendment to the Plat. The Condominium Plat of The Towns at Vista Run Condominium as previously recorded pursuant to the Act simultaneously with and constituting a part of the Declaration, as the same may be amended from time to time (the "Condominium Plat") is amended to include the amended Condominium Plat attached hereto as Exhibit A.

2. New Allocated Interest. In accordance with Section 6.1(c) of the Declaration, the new Allocated Interest, calculated in accordance with Article 9 of the Declaration, shall be one (1) divided by (10) (1/10).

3. Votes Which Each Unit May Cast in the Condominium as Expanded. Pursuant to Section 10.2 of the Declaration, each Unit in the Condominium, as expanded, shall be entitled to one vote.

4. Miscellaneous. Pursuant to Section 6.1(e) of the Declaration, upon the foregoing expansion, all references in the Declaration to the "Buildings," the "Condominium," "Units," "Property," "Owners," "Association," "Common Expenses" and all other terms which refer to the Condominium automatically shall refer to the Condominium as expanded and shall have the meaning given to them as a result of the Declaration. Except as such terms and other terms relating to the Condominium may be changed by this Amendment No. 2, the Declaration, as previously amended, shall control.

5. Addresses. Exhibit B to the Declaration is hereby modified to add the following addresses to Exhibit B for the Units created by this Amendment No. 2:

Building #	**9**
Unit #	**Address**
21	N67 W25355 Breckenridge Court
22	N67 W25353 Breckenridge Court

Revised Description of Expansion Real Estate. Exhibit C to the Declaration is replaced in its entirety with the Exhibit C attached hereto.

The Declarant has caused this Amendment No. 2 to be executed as of the date set forth above

VISTA RUN LLC,

a Wisconsin limited liability company

By: _____

Steven B. DeCleene, Managing Member

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)
WAUKESHA COUNTY) SS

Personally came before me this 3rd day of March, 2022 the above named Steven B. DeCleene, of VISTA RUN LLC, to me known to be the person who executed the foregoing instrument and acknowledged the same.



_____

Print Name: Ryan Fritsch

Notary Public, State of Wisconsin

My Commission expires: 3/4/2025

CONSENT OF MORTGAGEE

Midland States Bank, being the holder of the first Mortgage on the property subject to this Declaration, hereby consents to the establishment of this Condominium and the recording of this Declaration and the Condominium Plat for this Condominium.

Date: March 3, 2022

Midland States Bank

By: Mandy Henning

Print Name & Title: Mandy Henning
Regional Portfolio Manager

ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
EFFINGHAM COUNTY)

Personally came before me this 3rd day of MARCH, 2022, the above named MANDY HENNING of Midland States Bank, to me known to be the person who executed the foregoing instrument and acknowledged the same.

OFFICIAL SEAL
MELVIN D STOCK
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXPIRES 01/17/2023

Print Name: MEL STOCK
Notary Public, State of Illinois
My Commission expires: 1-17-2023

Print Name: _____

Notary Public, State of Wisconsin

My Commission Expires: _____

EXHIBIT A

Condominium Plat
(Attached)

Please note the attached condominium plat may not be sufficiently legible due to size.
(For reference purposes only)

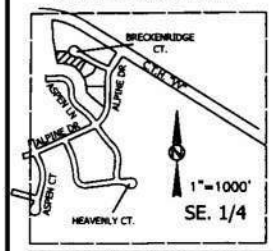
THE SECOND ADDENDUM TO THE CONDOMINIUM PLAT OF

THE TOWNS AT VISTA RUN CONDOMINIUM

ALL OF OUTLOT 3, AND OUTLOT 5 OF VISTA RUN
LOCATED IN THE NW. 1/4 OF THE SE. 1/4
OF SECTION 21, T.8N., R.19E.,
VILLAGE OF SUSSEX, WAUKESHA COUNTY, WISCONSIN.

PHASE 3

LOCATION MAP
SEC. 21-T08N-R19E



SURVEY BY:
KEITH A KINDRED PLS-2062
SEH
501 MAPLE AVE
DELAFIELD, WI 53018
(414) 949-8919

SURVEY FOR:
VISTA RUN, LLC
NEUMANN COMPANIES INC.
N27W24025 PAUL CT. STE 100
PEWAUKEE, WI 53072

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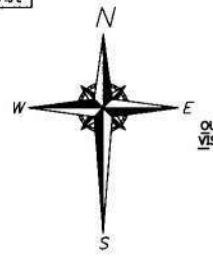
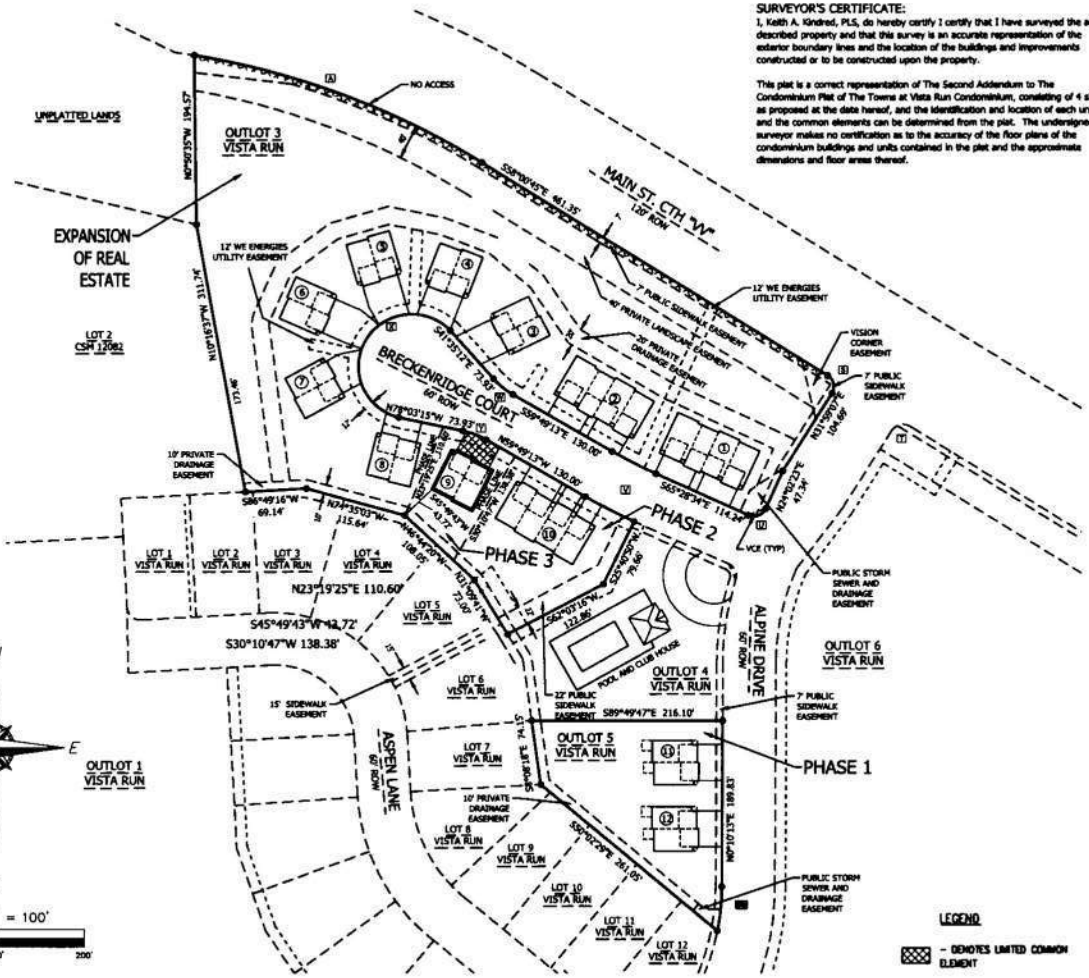


SCALE: 1" = 100'
0 50' 100' 200'



SURVEYOR'S CERTIFICATE:
I, Keith A. Kindred, PLS, do hereby certify I certify that I have surveyed the above described property and that this survey is an accurate representation of the exterior boundary lines and the location of the buildings and improvements constructed or to be constructed upon the property.

This plat is a correct representation of The Second Addendum to The Condominium Plat of The Towns at Vista Run Condominium, consisting of 4 sheet, as proposed at the date hereof, and the identification and location of each unit and the common elements can be determined from the plat. The undersigned surveyor makes no certification as to the accuracy of the floor plans of the condominium buildings and units contained in the plat and the approximate dimensions and floor areas thereof.

LEGEND
▨ - DENOTES LIMITED COMMON ELEMENT

SEH
PHONE: 262.646.6855
501 MAPLE AVENUE
DELAFIELD, WI 53018
www.sehinc.com

MARCH 4, 2022

PROJECT# NEUMA-164898

THIS INSTRUMENT DRAFTED BY PETER A. TUFTEE

THE SECOND ADDENDUM TO THE CONDOMINIUM PLAT OF

THE TOWNS AT VISTA RUN CONDOMINIUM

ALL OF OUTLOT 3, AND OUTLOT 5 OF VISTA RUN
LOCATED IN THE NW. 1/4 OF THE SE. 1/4
OF SECTION 21, T.8N., R.19E.,
VILLAGE OF SUSSEX, WAUKESHA COUNTY, WISCONSIN.

PHASE 3

LEGAL DESCRIPTION OF THE TOWNS AT VISTA RUN CONDOMINIUM:

BEING ALL OF OUTLOT 3, AND OUTLOT 5 OF VISTA RUN
LOCATED IN THE NW. 1/4 OF THE SE. 1/4 OF SECTION 21, T.8N., R.19E.,
VILLAGE OF SUSSEX, WAUKESHA COUNTY, WISCONSIN.

SAID LANDS CONTAIN 269,327 SQUARE FEET (6.18 ACRES).

LEGAL DESCRIPTION OF THE TOWNS AT VISTA RUN CONDOMINIUM- PHASE 3:

BEING A PART OF OUTLOT 3 OF VISTA RUN
LOCATED IN THE NW. 1/4 OF THE SE. 1/4 OF SECTION 21, T.8N., R.19E.,
VILLAGE OF SUSSEX, WAUKESHA COUNTY, WISCONSIN BOUNDED AND
DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTH RIGHT-OF-WAY OF BRECKENRIDGE COURT AND THE NW CORNER OF OUTLOT 4 OF VISTA RUN, THENCE 62.19 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, WHOSE RADIUS IS 630.00 FEET AND WHOSE CORD BEARS N62°38'54"W., 62.16 FEET; THENCE N59°49'13"W., 92.00 FEET TO THE POINT OF BEGINNING (POB).

THENCE S30°10'47"W., ALONG THE PHASE 2 LINE, 138.38 FEET; TO A POINT ON THE SOUTHWEST LINE OF OUTLOT 3; THENCE N46°44'20"W., ALONG SAID LOT LINE, 75.82 FEET; THENCE N23°19'25"E., 110.60 FEET; TO A POINT ON THE SOUTH RIGHT-OF-WAY OF BRECKENRIDGE COURT; THENCE S78°03'15"E., 22.00 FEET; THENCE 28.64 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, WHOSE RADIUS IS 90.00 FEET AND WHOSE CORD BEARS S68°56'14"E., 28.52 FEET; THENCE S59°49'13"E., 38.00 FEET TO THE POINT OF BEGINNING (POB).

SAID LANDS CONTAIN 10,231 SQUARE FEET (0.23 ACRES).

LEGAL DESCRIPTION EXPANSION REAL ESTATE:

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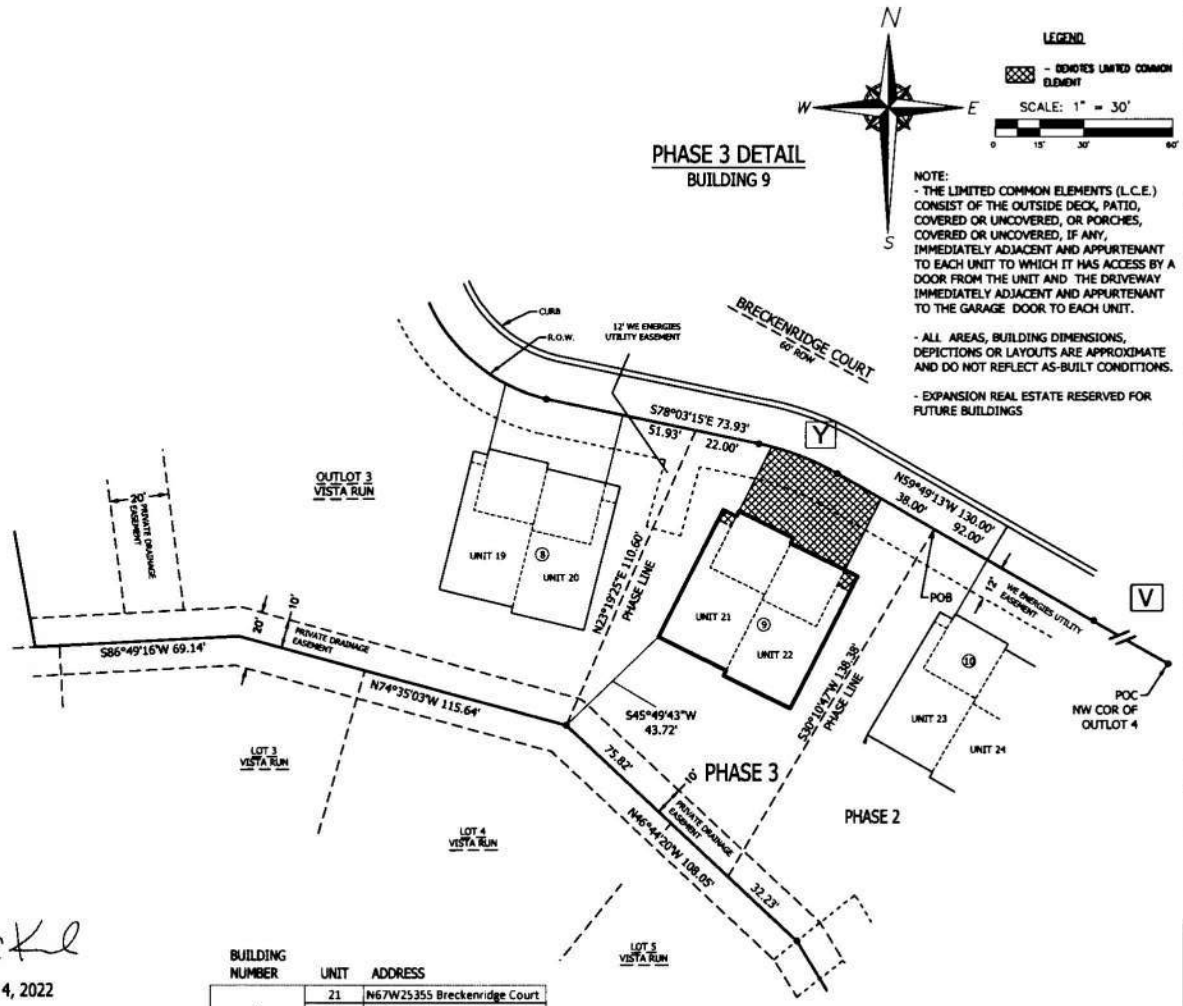
LOCATED IN THE NW. 1/4 OF THE SE. 1/4 OF SECTION 21, T.8N., R.19E.,
VILLAGE OF SUSSEX, WAUKESHA COUNTY, WISCONSIN.

EXCEPTING PHASE 2 AND PHASE 3



BUILDING NUMBER	UNIT	ADDRESS
9	21	N67W25355 Breckenridge Court
	22	N67W25353 Breckenridge Court

SEH
PHONE: 262.646.6855
501 MAPLE AVENUE
DELAFIELD, WI 53018
www.sehinc.com

PROJECT# NEUMA-164898

MARCH 4, 2022

THIS INSTRUMENT DRAFTED BY PETER A. TUFTEE

THE SECOND ADDENDUM TO THE CONDOMINIUM PLAT OF

THE TOWNS AT VISTA RUN CONDOMINIUM

ALL OF OUTLOT 3, AND OUTLOT 5 OF VISTA RUN
LOCATED IN THE NW. 1/4 OF THE SE. 1/4
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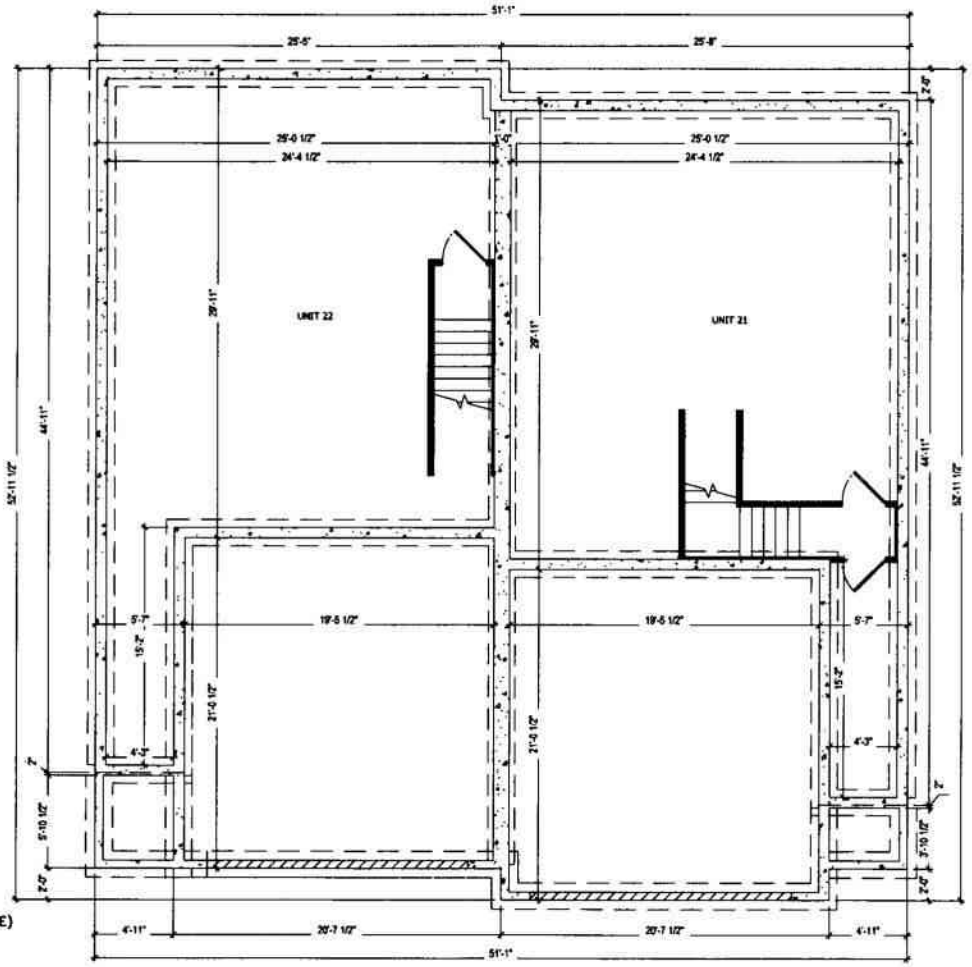
PHASE 3

NOTE:
- THE LIMITED COMMON ELEMENTS (L.C.E.) CONSIST OF THE OUTSIDE DECK, PATIO, COVERED OR UNCOVERED, OR PORCHES, COVERED OR UNCOVERED, IF ANY, IMMEDIATELY ADJACENT AND APPURTENANT TO EACH UNIT TO WHICH IT HAS ACCESS BY A DOOR FROM THE UNIT AND THE DRIVEWAY IMMEDIATELY ADJACENT AND APPURTENANT TO THE GARAGE DOOR TO EACH UNIT.

- ALL AREAS, BUILDING DIMENSIONS, DEPICTIONS OR LAYOUTS ARE APPROXIMATE AND DO NOT REFLECT AS-BUILT CONDITIONS.

LEGEND

LCE - DENOTES LIMITED COMMON ELEMENT



BUILDING 9 DETAIL

FOUNDATION / LOWER LEVEL PLAN

(FLOOR PLANS BY OTHERS)
(DIMENSIONS AND AREAS ARE APPROXIMATE)
EACH UNIT = 1,800 SQ. FT.

SEH
PHONE: 262.646.6855
501 MAPLE AVENUE
DELAFIELD, WI 53018
www.sehinc.com

PROJECT# NEUMA-164898

THIS INSTRUMENT DRAFTED BY PETER A. TUFTEE

THE SECOND ADDENDUM TO THE CONDOMINIUM PLAT OF

THE TOWNS AT VISTA RUN CONDOMINIUM

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PHASE 3

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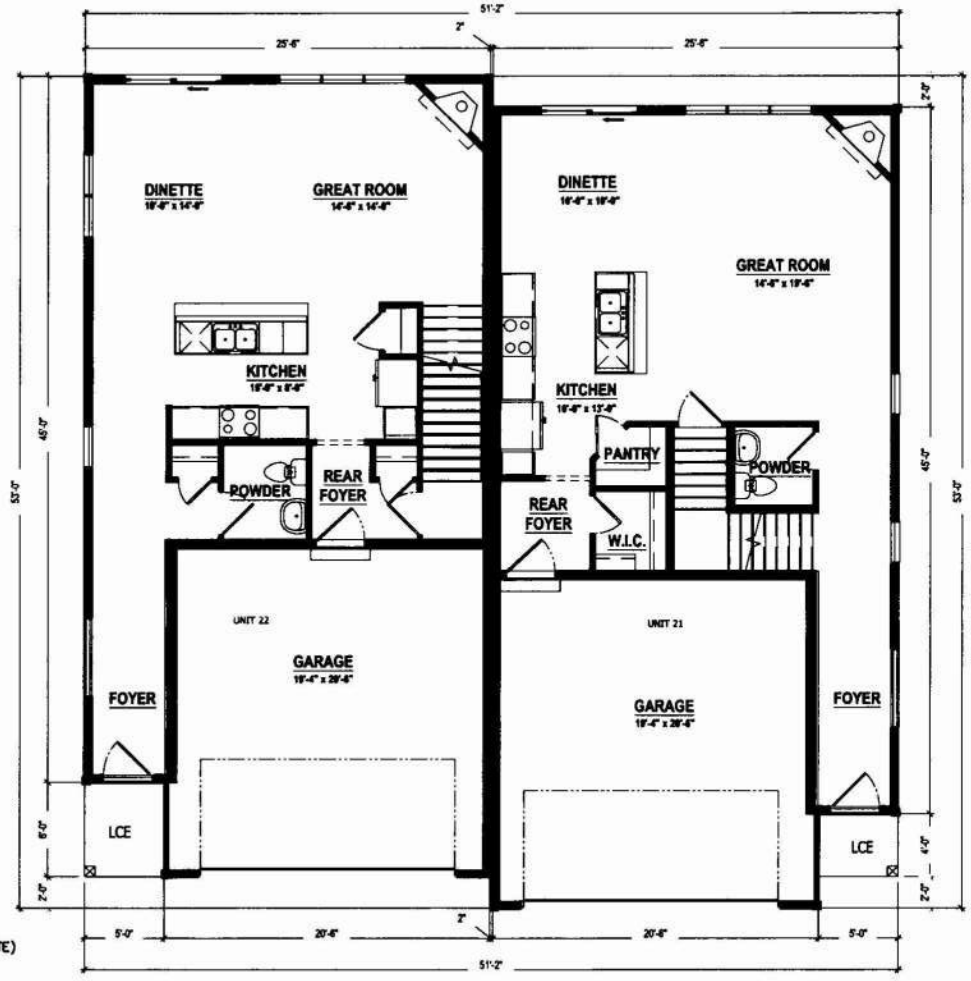
LEGEND

LCE - DENOTES LIMITED COMMON ELEMENT



BUILDING 9 DETAIL

FIRST FLOOR PLAN

(FLOOR PLANS BY OTHERS)
(DIMENSIONS AND AREAS ARE APPROXIMATE)
EACH UNIT = 1,800 SQ. FT.

SEH
PHONE: 262.646.6855
501 MAPLE AVENUE
DELAFIELD, WI 53018
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PROJECT# NEUMA-164898

THIS INSTRUMENT DRAFTED BY PETER A. TUFTEE

EXHIBIT C

LEGAL DESCRIPTION OF THE TOWNS AT VISTA RUN CONDOMINIUM:

BEING ALL OF OUTLOT 3, AND OUTLOT 5 OF VISTA RUN
LOCATED IN THE NW. 1/4 OF THE SE. 1/4 OF SECTION 21, T.8N., R.19E., VILLAGE OF SUSSEX, WAUKESHA COUNTY, WISCONSIN.

SAID LANDS CONTAIN 269,327 SQUARE FEET (6.18 ACRES).

LEGAL DESCRIPTION OF THE TOWNS AT VISTA RUN CONDOMINIUM- PHASE 3:

BEING A PART OF OUTLOT 3 OF VISTA RUN
LOCATED IN THE NW. 1/4 OF THE SE. 1/4 OF SECTION 21, T.8N., R.19E., VILLAGE OF SUSSEX, WAUKESHA COUNTY, WISCONSIN BOUNDED AND DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTH RIGHT-OF-WAY OF BRECKENRIDGE COURT AND THE NW CORNER OF OUTLOT 4 OF VISTA RUN, THENCE 62.19 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, WHOSE RADIUS IS 630.00 FEET AND WHOSE CORD BEARS N62°38'54"W., 62.16 FEET; THENCE N59°49'13"W., 92.00 FEET TO THE POINT OF BEGINNING (POB).

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LEGAL DESCRIPTION EXPANSION REAL ESTATE:

BEING ALL OF OUTLOT 3 OF VISTA RUN
LOCATED IN THE NW. 1/4 OF THE SE. 1/4 OF SECTION 21, T.8N., R.19E., VILLAGE OF SUSSEX, WAUKESHA COUNTY, WISCONSIN.

EXCEPTING PHASE 2 AND PHASE 3

Document Number	**AMENDMENT NO. 3 TO THE DECLARATION OF CONDOMINIUM OF THE TOWNS AT VISTA RUN CONDOMINIUM** Document Title

4670512

REGISTER OF DEEDS
WAUKESHA COUNTY, WI
RECORDED ON

May 27, 2022 01:07 PM
James R Behrend
Register of Deeds

12 PGS
TOTAL FEE:$30.00
TRANS FEE:$0.00

Book Page -



Recording Area

Document Drafted By:
Steve DeCleene
Return to:
VISTA RUN, LLC
N27 W24025 Paul Ct., Ste. 100
Pewaukee, WI 53072
Attention: Steve DeCleene

PIN: SUXV 0227999009

AMENDMENT NO. 3 TO THE CONDOMINIUM DECLARATION FOR THE TOWNS AT VISTA RUN CONDOMINIUM

This Amendment No. 3 to Condominium Declaration for The Towns at Vista Run Condominium is made this 23rd day of May, 2022, by Vista Run LLC, a Wisconsin limited liability company (the "Declarant").

RECITALS

WHEREAS, on November 22nd, 2021, the Declarant executed the Condominium Declaration For The Towns at Vista Run Condominium (the "Declaration"), and the Declaration was recorded on November 29th, 2021, in the Register of Deeds Office for Waukesha County, Wisconsin as Document No. 4635451; and

WHEREAS, on January 6th, 2022, the Declarant executed Amendment No. 1 To The Condominium Declaration For The Towns at Vista Run Condominium (the "Declaration"), and the Declaration was recorded on January 10th, 2022, in the Register of Deeds Office for Waukesha County, Wisconsin as Document No. 4644977; and

WHEREAS, on March 3rd, 2022, the Declarant executed Amendment No. 2 To The Condominium Declaration For The Towns at Vista Run Condominium (the "Declaration"), and the Declaration was recorded on March 10th, 2022, in the Register of Deeds Office for Waukesha County, Wisconsin as Document No. 4656095; and

WHEREAS, Section 6.1 of the Declaration provides that, for a period of ten (10) years after the date of recording the Declaration, the Declarant has the option to expand the Property (as that term is defined in the Declaration) in compliance with Section 703.26, Wis. Stats., and without consent of any Unit Owner or Mortgagee (as such terms are defined in the Declaration); and

WHEREAS, the Declarant wants to further amend the Declaration and the Condominium Plat of The Towns at Vista Run Condominium, previously recorded pursuant to the Act simultaneously with and constituting a part of the Declaration, so as to expand the Condominium in compliance with the Declaration and applicable law;

THEREFORE, in accordance with the Declaration and Chapter 703, Wis. Stats., the Declaration and the Condominium Plat are amended as follows:

AMENDMENT

1. Amendment to the Plat. The Condominium Plat of The Towns at Vista Run Condominium as previously recorded pursuant to the Act simultaneously with and constituting a part of the Declaration, as the same may be amended from time to time (the "Condominium Plat") is amended to include the amended Condominium Plat attached hereto as Exhibit A.

2. New Allocated Interest. In accordance with Section 6.1(c) of the Declaration, the new Allocated Interest, calculated in accordance with Article 9 of the Declaration, shall be one (1) divided by (16) (1/16).

3. Votes Which Each Unit May Cast in the Condominium as Expanded. Pursuant to Section 10.2 of the Declaration, each Unit in the Condominium, as expanded, shall be entitled to one vote.

4. Miscellaneous. Pursuant to Section 6.1(e) of the Declaration, upon the foregoing expansion, all references in the Declaration to the "Buildings," the "Condominium," "Units," "Property," "Owners," "Association," "Common Expenses" and all other terms which refer to the Condominium automatically shall refer to the Condominium as expanded and shall have the meaning given to them as a result of the Declaration. Except as such terms and other terms relating to the Condominium may be changed by this Amendment No. 3, the Declaration, as previously amended, shall control.

5. Addresses. Exhibit B to the Declaration is hereby modified to add the following addresses to Exhibit B for the Units created by this Amendment No. 3:

Building #	**6**
Unit #	**Address**
15	N67 W25382 Breckenridge Court
16	N67 W25384 Breckenridge Court
Building #	**7**
Unit #	**Address**
17	N67 W25383 Breckenridge Court
18	N67 W25381 Breckenridge Court
Building #	**8**
Unit #	**Address**
19	N67 W25379 Breckenridge Court
20	N67 W25377 Breckenridge Court

Revised Description of Expansion Real Estate. Exhibit C to the Declaration is replaced in its entirety with the Exhibit C attached hereto.

The Declarant has caused this Amendment No. 3 to be executed as of the date set forth above

VISTA RUN LLC,

a Wisconsin limited liability company

By:_____

Steven B. DeCleene, Managing Member

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)
WAUKESHA COUNTY) SS

Personally came before me this 23rd day of May, 2022 the above named Steven B. DeCleene, of VISTA RUN LLC, to me known to be the person who executed the foregoing instrument and acknowledged the same.

CINDY L. WEGNER
Notary Public
State of Wisconsin

_____

Print Name: Cindy L. Wegner

Notary Public, State of Wisconsin

My Commission expires: 8/21/22

CONSENT OF MORTGAGEE

Midland States Bank, being the holder of a Mortgage on the Property subject to this Declaration hereby consents to the establishment of this Condominium and the recording of this declaration and the Condominium Plat for this Condominium.

Dated this 23rd day of May, 2022.

Midland States Bank

By: Mandy Henning

Print name and Title: Mandy Henning
Regional Portfolio Manager

ACKNOWLEDGMENT

STATE OF ILLINOIS)
)
EFFINHAM COUNTY)

Personally came before me this 23 day of May, 2022 the above named Mandy Henning of Midland States Bank, to me known to be the person who executed the foregoing instrument and acknowledged the same.

OFFICIAL SEAL
KELLY PEDDYCOART
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 04/09/2023

Kelly Peddycoart

Print Name: Kelly Peddycoart

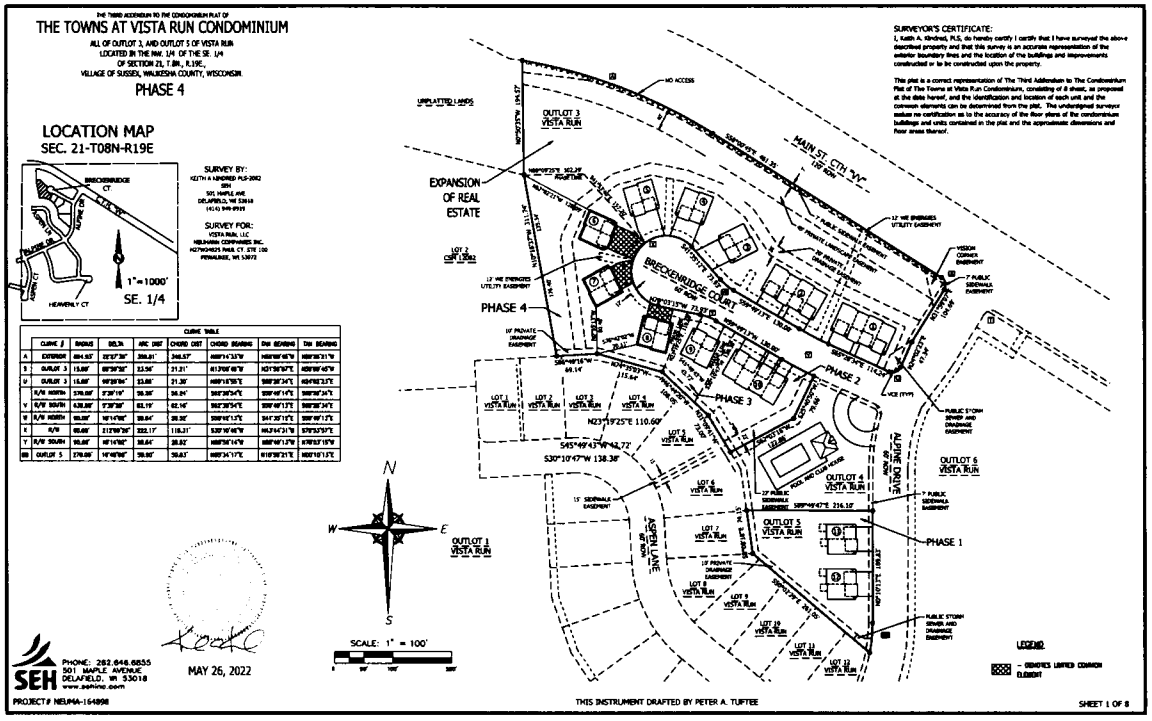
Notary Public, State of Illinois

My Commission Expires: 4-9-23

EXHIBIT A

Condominium Plat
(Attached)

Please note the attached condominium plat may not be sufficiently legible due to size.
(For reference purposes only)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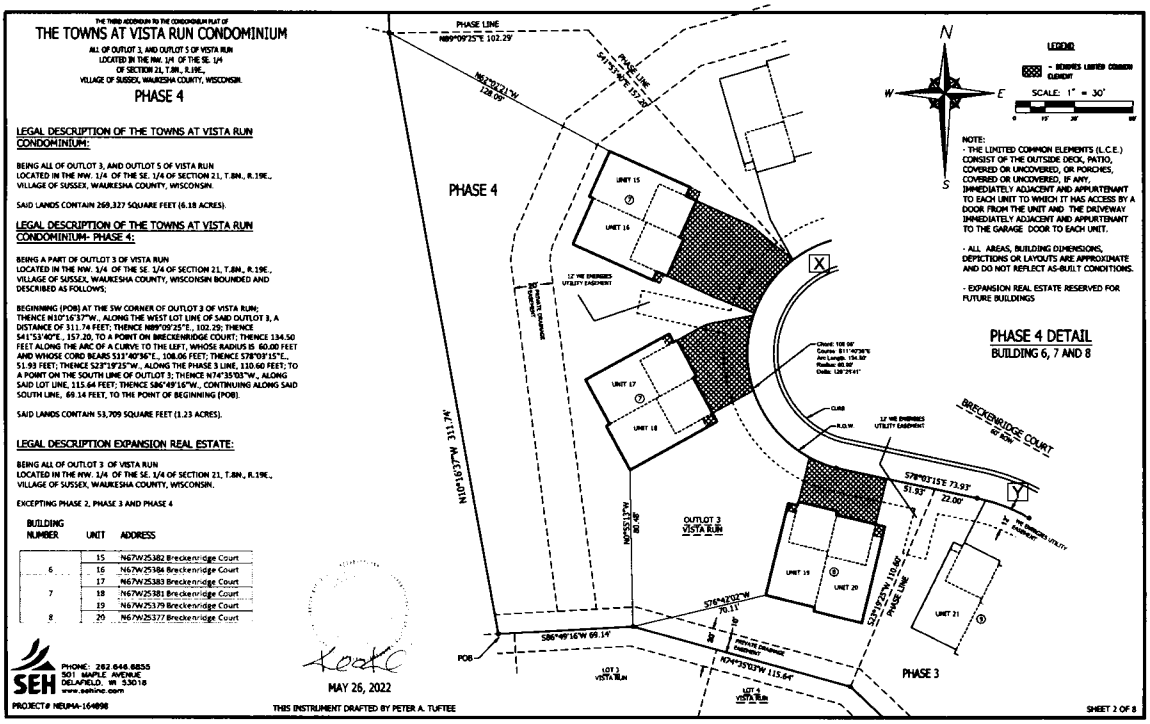
LOCATED IN THE NW. 1/4 OF THE SE. 1/4
OF SECTION 21, T.8N., R.19E.,
VILLAGE OF SUSSEX, WAUKESHA COUNTY, WISCONSIN.
PHASE 4
LOCATION MAP
SEC. 21-T08N-R19E
SURVEY BY:
KEITH A HINDMAN PLS-2082
SEH
501 MAPLE AVE
DELAFIELD, WI 53018
(414) 949-9999
SURVEY FOR:
VISTA RUN, LLC
NEUMANN COMPANIES INC.
N27W24025 PARA CT. STE 100
PEWAUKEE, WI 53072
1"=1000'
SE. 1/4
SURVEYOR'S CERTIFICATE:
I, Keith A. Hindman, PLS, do hereby certify I certify that I have surveyed the above described property and that this survey is an accurate representation of the exterior boundary lines and the location of the buildings and improvements constructed or to be constructed upon the property.
This plat is a correct representation of The Third Addendum to The Condominium Plat of The Towns at Vista Run Condominium, consisting of 8 sheet, as proposed at the date hereof, and the identification and location of each unit and the common elements can be determined from the plat. The undersigned surveyor makes no certification as to the accuracy of the floor plans of the condominium buildings and units contained in the plat and the approximate dimensions and floor areas thereof.
CURVE TABLE
OUTLOT 3 VISTA RUN
EXPANSION OF REAL ESTATE
BRECKENRIDGE COURT
MAIN ST. CTH "VV"
PHASE 1
PHASE 2
PHASE 3
PHASE 4
ASPEN LANE
OUTLOT 1 VISTA RUN
OUTLOT 4 VISTA RUN
OUTLOT 5 VISTA RUN
OUTLOT 6 VISTA RUN
LOT 1 VISTA RUN
LOT 2 VISTA RUN
LOT 3 VISTA RUN
LOT 4 VISTA RUN
LOT 5 VISTA RUN
LOT 6 VISTA RUN
LOT 7 VISTA RUN
LOT 8 VISTA RUN
LOT 9 VISTA RUN
LOT 10 VISTA RUN
LOT 11 VISTA RUN
LOT 12 VISTA RUN
N23°19'25"E 110.60'
S45°49'43"W 42.72'
S30°10'47"W 138.38'
SCALE: 1" = 100'
LEGEND
- DENOTES LIMITED COMMON ELEMENT
SEH
PHONE: 262.646.6855
501 MAPLE AVENUE
DELAFIELD, WI 53018
www.sehinc.com
MAY 26, 2022
PROJECT# NEUMA-164098
THIS INSTRUMENT DRAFTED BY PETER A. TUFTEE
SHEET 1 OF 8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PHASE 4
LEGAL DESCRIPTION OF THE TOWNS AT VISTA RUN CONDOMINIUM:
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SAID LANDS CONTAIN 269,327 SQUARE FEET (6.18 ACRES).
LEGAL DESCRIPTION OF THE TOWNS AT VISTA RUN CONDOMINIUM- PHASE 4:
BEING A PART OF OUTLOT 3 OF VISTA RUN LOCATED IN THE NW. 1/4 OF THE SE. 1/4 OF SECTION 21, T.8N., R.19E., VILLAGE OF SUSSEX, WAUKESHA COUNTY, WISCONSIN BOUNDED AND DESCRIBED AS FOLLOWS;
BEGINNING (POB) AT THE SW CORNER OF OUTLOT 3 OF VISTA RUN; THENCE N10°16'37"W., ALONG THE WEST LOT LINE OF SAID OUTLOT 3, A DISTANCE OF 311.74 FEET; THENCE N89°09'25"E., 102.29; THENCE S41°53'40"E., 157.20, TO A POINT ON BRECKENRIDGE COURT; THENCE 134.50 FEET ALONG THE ARC OF A CURVE TO THE LEFT, WHOSE RADIUS IS 60.00 FEET AND WHOSE CORD BEARS S33°40'56"E., 108.06 FEET; THENCE S78°03'15"E., 51.93 FEET; THENCE S23°13'25"W., ALONG THE PHASE 3 LINE, 110.60 FEET; TO A POINT ON THE SOUTH LINE OF OUTLOT 3; THENCE N74°35'03"W., ALONG SAID LOT LINE, 115.64 FEET; THENCE S86°49'16"W., CONTINUING ALONG SAID SOUTH LINE, 69.14 FEET, TO THE POINT OF BEGINNING (POB).
SAID LANDS CONTAIN 53,709 SQUARE FEET (1.23 ACRES).
LEGAL DESCRIPTION EXPANSION REAL ESTATE:
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EXCEPTING PHASE 2, PHASE 3 AND PHASE 4
BUILDING NUMBER | UNIT | ADDRESS
6 | 15 | N67W25382 Breckenridge Court
6 | 16 | N67W25384 Breckenridge Court
7 | 17 | N67W25383 Breckenridge Court
7 | 18 | N67W25381 Breckenridge Court
8 | 19 | N67W25379 Breckenridge Court
8 | 20 | N67W25377 Breckenridge Court
PHASE LINE N89°09'25"E 102.29'
PHASE LINE S41°53'40"E 157.20'
N10°16'37"W 311.74'
PHASE 4
PHASE 3
OUTLOT 3 VISTA RUN
BRECKENRIDGE COURT
UNIT 15
UNIT 16
UNIT 17
UNIT 18
UNIT 19
UNIT 20
UNIT 21
S78°03'15"E 73.93'
51.93'
22.00'
S78°43'02"W 70.11'
S86°49'16"W 69.14'
N74°35'03"W 115.64'
POB
SCALE: 1" = 30'
LEGEND
- DENOTES LIMITED COMMON ELEMENT
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- ALL AREAS, BUILDING DIMENSIONS, DEPICTIONS OR LAYOUTS ARE APPROXIMATE AND DO NOT REFLECT AS-BUILT CONDITIONS.
- EXPANSION REAL ESTATE RESERVED FOR FUTURE BUILDINGS
PHASE 4 DETAIL
BUILDING 6, 7 AND 8
SEH
PHONE: 262.646.6855
501 MAPLE AVENUE
DELAFIELD, WI 53018
www.sehinc.com
MAY 26, 2022
PROJECT# NEUMA-164098
THIS INSTRUMENT DRAFTED BY PETER A. TUFTEE
SHEET 2 OF 8

THE THIRD ADDENDUM TO THE CONDOMINIUM PLAT OF

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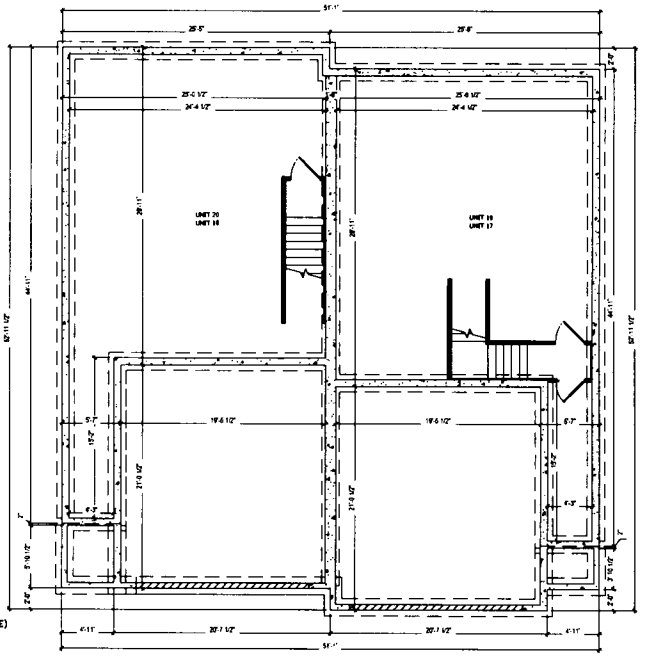
LEGEND

LCE – [illegible] ELEMENT



BUILDING 7 AND 8 DETAIL

FOUNDATION / LOWER LEVEL PLAN

(FLOOR PLANS BY OTHERS)
(DIMENSIONS AND AREAS ARE APPROXIMATE)
EACH UNIT = 1,800 SQ. FT.

SEH
PHONE: 262.646.8855
501 MAPLE AVENUE
DELAFIELD, WI 53018
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PROJECT # NEUMA-164898

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SHEET 3 OF 8

THE THIRD ADDENDUM TO THE CONDOMINIUM PLAT OF

THE TOWNS AT VISTA RUN CONDOMINIUM

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PHASE 4

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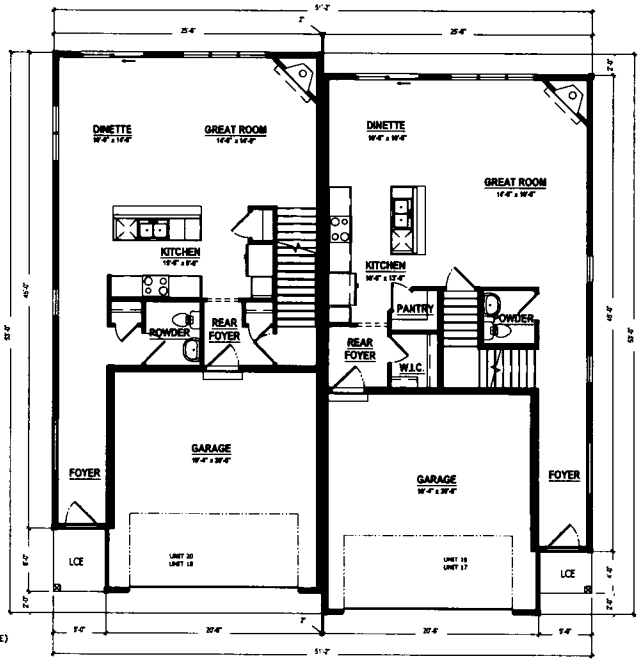

BUILDING 7 AND 8 DETAIL

FIRST FLOOR PLAN

(FLOOR PLANS BY OTHERS)
(DIMENSIONS AND AREAS ARE APPROXIMATE)
EACH UNIT = 1,800 SQ. FT.

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SHEET 4 OF 8

THE THIRD ADDENDUM TO THE CONDOMINIUM PLAT OF

THE TOWNS AT VISTA RUN CONDOMINIUM

ALL OF OUTLOT 3, AND OUTLOT 5 OF VISTA RUN
LOCATED IN THE NW. 1/4 OF THE SE. 1/4
OF SECTION 21, T.8N., R.19E.,
VILLAGE OF SUSSEX, WAUKESHA COUNTY, WISCONSIN

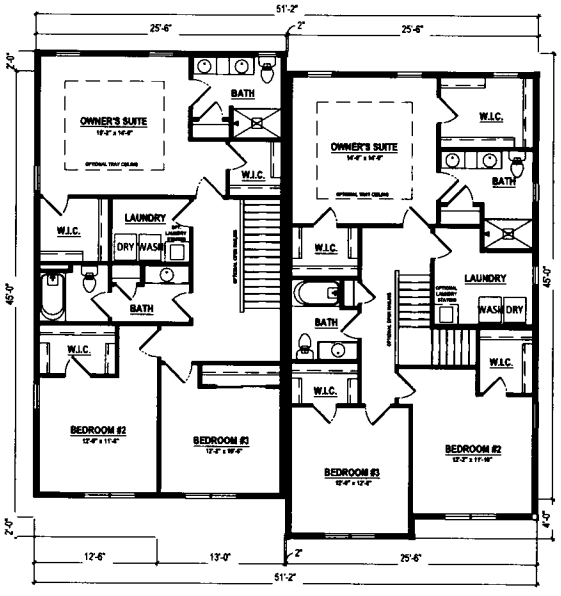
PHASE 4

NOTE:
- THE LIMITED COMMON ELEMENTS (L.C.E.) CONSIST OF THE OUTSIDE DECK, PATIO, COVERED OR UNCOVERED, OR PORCHES, COVERED OR UNCOVERED, IF ANY, IMMEDIATELY ADJACENT AND APPURTENANT TO EACH UNIT TO WHICH IT HAS ACCESS BY A DOOR FROM THE UNIT AND THE DRIVEWAY IMMEDIATELY ADJACENT AND APPURTENANT TO THE GARAGE DOOR TO EACH UNIT.

- ALL AREAS, BUILDING DIMENSIONS, DEPICTIONS OR LAYOUTS ARE APPROXIMATE AND DO NOT REFLECT AS-BUILT CONDITIONS.

LEGEND

LCE - OWNERS LISTED COMMON ELEMENT



BUILDING 7 AND 8 DETAIL

SECOND FLOOR PLAN

(FLOOR PLANS BY OTHERS)
(DIMENSIONS AND AREAS ARE APPROXIMATE)
EACH UNIT = 1,800 SQ. FT.

SEH
PHONE: 262.646.6855
501 MAPLE AVENUE
DELAFIELD, WI 53018
www.sehinc.com

PROJECT# NEUMA-164898

THIS INSTRUMENT DRAFTED BY PETER A. TUFTEE

SHEET 5 OF 8

THE THIRD ADDENDUM TO THE CONDOMINIUM PLAT OF

THE TOWNS AT VISTA RUN CONDOMINIUM

ALL OF OUTLOT 3, AND OUTLOT 5 OF VISTA RUN
LOCATED IN THE NW. 1/4 OF THE SE. 1/4
OF SECTION 21, T.8N., R.19E.,
VILLAGE OF SUSSEX, WAUKESHA COUNTY, WISCONSIN

PHASE 4

NOTE:
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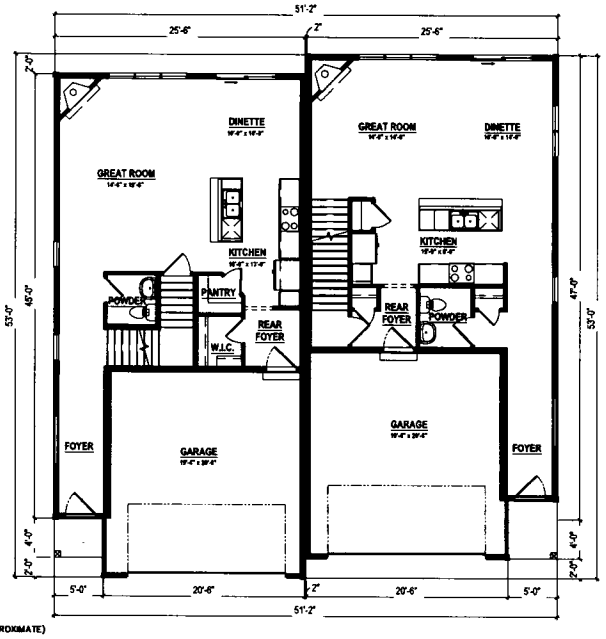
- ALL AREAS, BUILDING DIMENSIONS, DEPICTIONS OR LAYOUTS ARE APPROXIMATE AND DO NOT REFLECT AS-BUILT CONDITIONS.

LEGEND

LCE - OWNERS LISTED COMMON ELEMENT



BUILDING 6 DETAIL

FIRST FLOOR PLAN

(FLOOR PLANS BY OTHERS)
(DIMENSIONS AND AREAS ARE APPROXIMATE)
EACH UNIT = 1,800 SQ. FT.

SEH
PHONE: 262.646.6855
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PROJECT# NEUMA-164898

THIS INSTRUMENT DRAFTED BY PETER A. TUFTEE

SHEET 6 OF 8

THE THIRD ADDENDUM TO THE CONDOMINIUM PLAT OF

THE TOWNS AT VISTA RUN CONDOMINIUM

ALL OF OUTLOT 3, AND OUTLOT 5 OF VISTA RUN
LOCATED IN THE NW. 1/4 OF THE SE. 1/4
OF SECTION 21, T.8N., R.19E.,
VILLAGE OF SUSSEX, WAUKESHA COUNTY, WISCONSIN.

PHASE 4

NOTE:
- THE LIMITED COMMON ELEMENTS (L.C.E.) CONSIST OF THE OUTSIDE DECK, PATIO, COVERED OR UNCOVERED, OR PORCHES, COVERED OR UNCOVERED, IF ANY, IMMEDIATELY ADJACENT AND APPURTENANT TO EACH UNIT TO WHICH IT HAS ACCESS BY A DOOR FROM THE UNIT AND THE DRIVEWAY IMMEDIATELY ADJACENT AND APPURTENANT TO THE GARAGE DOOR TO EACH UNIT.

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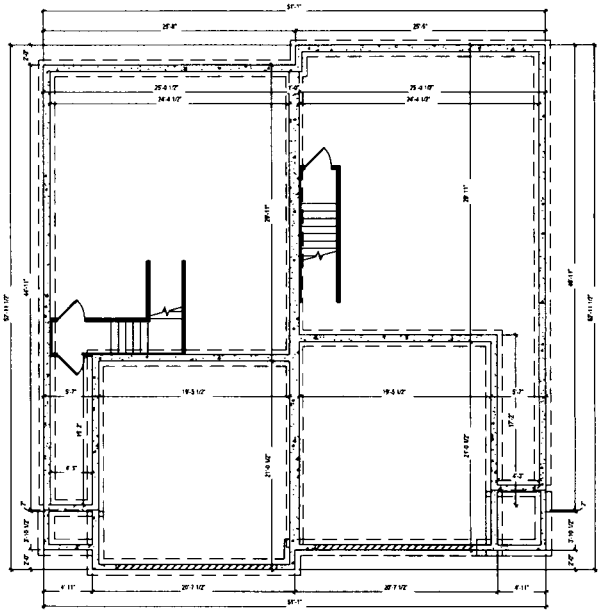
LEGEND

LCE - DENOTES LIMITED COMMON ELEMENT



BUILDING 6 DETAIL

FOUNDATION / LOWER LEVEL PLAN

(FLOOR PLANS BY OTHERS)
(DIMENSIONS AND AREAS ARE APPROXIMATE)
EACH UNIT = 1,800 SQ. FT.

SEH
PHONE: 262.646.6855
501 MAPLE AVENUE
DELAFIELD, WI 53018
www.sehinc.com

PROJECT # NEUMA-164898

THIS INSTRUMENT DRAFTED BY PETER A. TUFTEE

SHEET 7 OF 8

THE THIRD ADDENDUM TO THE CONDOMINIUM PLAT OF

THE TOWNS AT VISTA RUN CONDOMINIUM

ALL OF OUTLOT 3, AND OUTLOT 5 OF VISTA RUN
LOCATED IN THE NW. 1/4 OF THE SE. 1/4
OF SECTION 21, T.8N., R.19E.,
VILLAGE OF SUSSEX, WAUKESHA COUNTY, WISCONSIN.

PHASE 4

NOTE:
- THE LIMITED COMMON ELEMENTS (L.C.E.) CONSIST OF THE OUTSIDE DECK, PATIO, COVERED OR UNCOVERED, OR PORCHES, COVERED OR UNCOVERED, IF ANY, IMMEDIATELY ADJACENT AND APPURTENANT TO EACH UNIT TO WHICH IT HAS ACCESS BY A DOOR FROM THE UNIT AND THE DRIVEWAY IMMEDIATELY ADJACENT AND APPURTENANT TO THE GARAGE DOOR TO EACH UNIT.

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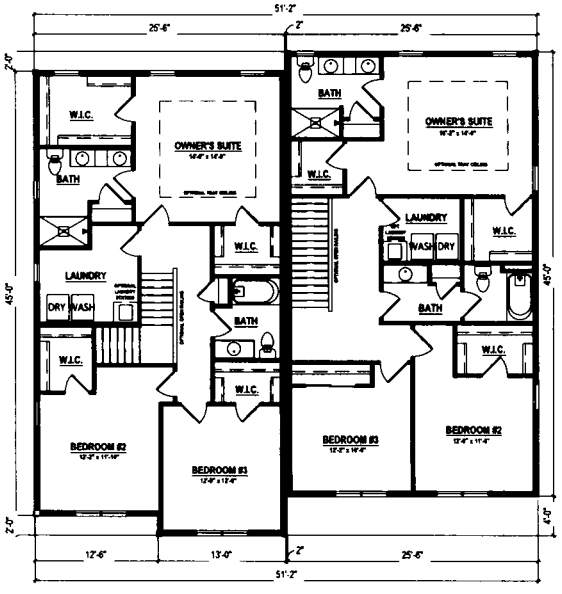
LEGEND

LCE - DENOTES LIMITED COMMON ELEMENT



BUILDING 6 DETAIL

SECOND FLOOR PLAN

(FLOOR PLANS BY OTHERS)
(DIMENSIONS AND AREAS ARE APPROXIMATE)
EACH UNIT = 1,800 SQ. FT.

SEH
PHONE: 262.646.6855
501 MAPLE AVENUE
DELAFIELD, WI 53018
www.sehinc.com

PROJECT # NEUMA-164898

THIS INSTRUMENT DRAFTED BY PETER A. TUFTEE

SHEET 8 OF 8

EXHIBIT "C"

LEGAL DISCRIPTION
3rd ADDENDUM TO CONDOMINIUM PLAT
OF
"THE TOWNS AT VISTA RUN"

LEGAL DESCRIPTION OF THE TOWNS AT VISTA RUN CONDOMINIUM:

BEING ALL OF OUTLOT 3, AND OUTLOT 5 OF VISTA RUN
LOCATED IN THE NW. 1/4 OF THE SE. 1/4 OF SECTION 21, T.8N., R.19E., VILLAGE OF SUSSEX, WAUKESHA COUNTY, WISCONSIN.

SAID LANDS CONTAIN 269,327 SQUARE FEET (6.18 ACRES).

LEGAL DESCRIPTION OF THE TOWNS AT VISTA RUN CONDOMINIUM- PHASE 4:

BEING A PART OF OUTLOT 3 OF VISTA RUN
LOCATED IN THE NW. 1/4 OF THE SE. 1/4 OF SECTION 21, T.8N., R.19E., VILLAGE OF SUSSEX, WAUKESHA COUNTY, WISCONSIN BOUNDED AND DESCRIBED AS FOLLOWS;

BEGINNING (POB) AT THE SW CORNER OF OUTLOT 3 OF VISTA RUN;
THENCE N10°16'37"W., ALONG THE WEST LOT LINE OF SAID OUTLOT 3, A DISTANCE OF 311.74 FEET; THENCE N89°09'25"E., 102.29; THENCE S41°53'40"E., 157.20, TO A POINT ON BRECKENRIDGE COURT; THENCE 134.50 FEET ALONG THE ARC OF A CURVE TO THE LEFT, WHOSE RADIUS IS 60.00 FEET AND WHOSE CORD BEARS S11°40'36"E., 108.06 FEET; THENCE S78°03'15"E., 51.93 FEET; THENCE S23°19'25"W., ALONG THE PHASE 3 LINE, 110.60 FEET; TO A POINT ON THE SOUTH LINE OF OUTLOT 3; THENCE N74°35'03"W., ALONG SAID LOT LINE, 115.64 FEET; THENCE S86°49'16"W., CONTINUING ALONG SAID SOUTH LINE, 69.14 FEET, TO THE POINT OF BEGINNING (POB).

SAID LANDS CONTAIN 53,709 SQUARE FEET (1.23 ACRES).

LEGAL DESCRIPTION EXPANSION REAL ESTATE:

BEING ALL OF OUTLOT 3 OF VISTA RUN
LOCATED IN THE NW. 1/4 OF THE SE. 1/4 OF SECTION 21, T.8N., R.19E., VILLAGE OF SUSSEX, WAUKESHA COUNTY, WISCONSIN.

EXCEPTING PHASE 2, PHASE 3 AND PHASE 4

Document Number	**AMENDMENT NO. 4 TO THE DECLARATION OF CONDOMINIUM OF THE TOWNS AT VISTA RUN CONDOMINIUM** Document Title	4699626 REGISTER OF DEEDS WAUKESHA COUNTY, WI RECORDED ON November 23, 2022 02:27 PM James R Behrend Register of Deeds 13 PGS TOTAL FEE:$30.00 TRANS FEE:$0.00 Book Page - 

Recording Area

Document Drafted By:
Steve DeCleene
Return to:
VISTA RUN, LLC
N27 W24025 Paul Ct., Ste. 100
Pewaukee, WI 53072
Attention: Steve DeCleene

PIN: SUXV 0227999009

AMENDMENT NO. 4 TO THE CONDOMINIUM DECLARATION FOR THE TOWNS AT VISTA RUN CONDOMINIUM

This Amendment No. 4 to Condominium Declaration for The Towns at Vista Run Condominium is made this 17th day of November, 2022, by Vista Run LLC, a Wisconsin limited liability company (the "Declarant").

RECITALS

WHEREAS, on November 22nd, 2021, the Declarant executed the Condominium Declaration For The Towns at Vista Run Condominium (the "Declaration"), and the Declaration was recorded on November 29th, 2021, in the Register of Deeds Office for Waukesha County, Wisconsin as Document No. 4635451; and

WHEREAS, on January 6th, 2022, the Declarant executed Amendment No. 1 To The Condominium Declaration For The Towns at Vista Run Condominium (the "Declaration"), and the Declaration was recorded on January 10th, 2022, in the Register of Deeds Office for Waukesha County, Wisconsin as Document No. 4644977; and

WHEREAS, on March 3rd, 2022, the Declarant executed Amendment No. 2 To The Condominium Declaration For The Towns at Vista Run Condominium (the "Declaration"), and the Declaration was recorded on March 10th, 2022, in the Register of Deeds Office for Waukesha County, Wisconsin as Document No. 4656095; and

WHEREAS, on May 23rd, 2022, the Declarant executed Amendment No. 3 To The Condominium Declaration For The Towns at Vista Run Condominium (the "Declaration"), and the Declaration was recorded on May 27th, 2022, in the Register of Deeds Office for Waukesha County, Wisconsin as Document No. 4670512; and

WHEREAS, Section 6.1 of the Declaration provides that, for a period of ten (10) years after the date of recording the Declaration, the Declarant has the option to expand the Property (as that term is defined in the Declaration) in compliance with Section 703.26, Wis. Stats., and without consent of any Unit Owner or Mortgagee (as such terms are defined in the Declaration); and

WHEREAS, the Declarant wants to further amend the Declaration and the Condominium Plat of The Towns at Vista Run Condominium, previously recorded pursuant to the Act simultaneously with and constituting a part of the Declaration, so as to expand the Condominium in compliance with the Declaration and applicable law;

THEREFORE, in accordance with the Declaration and Chapter 703, Wis. Stats., the Declaration and the Condominium Plat are amended as follows:

AMENDMENT

1. Amendment to the Plat. The Condominium Plat of The Towns at Vista Run Condominium as previously recorded pursuant to the Act simultaneously with and constituting a part of the Declaration, as the same may be amended from time to time (the "Condominium Plat") is amended to include the amended Condominium Plat attached hereto as Exhibit A.

2. New Allocated Interest. In accordance with Section 6.1(c) of the Declaration, the new Allocated Interest, calculated in accordance with Article 9 of the Declaration, shall be one (1) divided by (22) (1/22).

3. Votes Which Each Unit May Cast in the Condominium as Expanded. Pursuant to Section 10.2 of the Declaration, each Unit in the Condominium, as expanded, shall be entitled to one vote.

4. Miscellaneous. Pursuant to Section 6.1(e) of the Declaration, upon the foregoing expansion, all references in the Declaration to the "Buildings," the "Condominium," "Units," "Property," "Owners," "Association," "Common Expenses" and all other terms which refer to the Condominium automatically shall refer to the Condominium as expanded and shall have the meaning given to them as a result of the Declaration. Except as such terms and other terms relating to the Condominium may be changed by this Amendment No. 4, the Declaration, as previously amended, shall control.

5. Addresses. Exhibit B to the Declaration is hereby modified to add the following addresses to Exhibit B for the Units created by this Amendment No. 4:

Building #	**3**
Unit #	**Address**
9	N67 W25354 Breckenridge Court
10	N67 W25356 Breckenridge Court
Building #	**4**
Unit #	**Address**
11	N67 W25370 Breckenridge Court
12	N67 W25372 Breckenridge Court
Building #	**5**
Unit #	**Address**
13	N67 W25376 Breckenridge Court
14	N67 W25378 Breckenridge Court

Revised Description of Expansion Real Estate. Exhibit C to the Declaration is replaced in its entirety with the Exhibit C attached hereto.

The Declarant has caused this Amendment No. 4 to be executed as of the date set forth above

VISTA RUN LLC,

a Wisconsin limited liability company

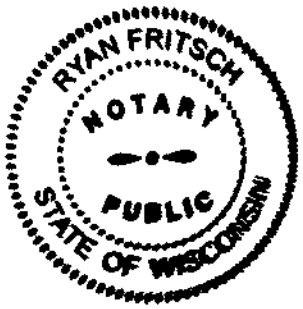
By: _____

Steven B. DeCleene, Managing Member

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)
WAUKESHA COUNTY) SS

Personally came before me this 17th day of November, 2022 the above named Steven B. DeCleene, of VISTA RUN LLC, to me known to be the person who executed the foregoing instrument and acknowledged the same.



_____

Print Name: Ryan Fritsch

Notary Public, State of Wisconsin

My Commission expires: 3/4/2025

CONSENT OF MORTGAGEE

Midland States Bank, being the holder of the first Mortgage on the property subject to this Declaration, hereby consents to the establishment of this Condominium and the recording of this Declaration and the Condominium Plat for this Condominium.

Date: August 9, 2022

Midland States Bank

By: Mandy Henning

Print Name & Title: Mandy Henning
Regional Portfolio Manager

ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
EFFINGHAM COUNTY)

Personally came before me this 9 day of August, 2022, the above named Mandy Henning of Midland States Bank, to me known to be the person who executed the foregoing instrument and acknowledged the same.

OFFICIAL SEAL
KELLY PEDDYCOART
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 04/09/2023

Kelly Peddycoart

Print Name: Kelly Peddycoart
Notary Public, State of Illinois
My Commission expires: 4-9-23

_____

Print Name: _____

Notary Public, State of Illinois

My Commission Expires: _____

EXHIBIT A

Condominium Plat
(Attached)

Please note the attached condominium plat may not be sufficiently legible due to size.
(For reference purposes only)

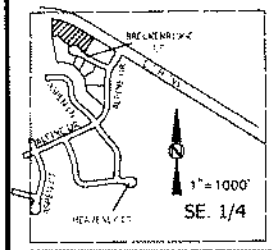
THE FOURTH AMENDMENT TO DECLARATION AND PLAT OF

THE TOWNS AT VISTA RUN CONDOMINIUM

ALL OF OUTLOT 3 AND OUTLOT 5 OF VISTA RUN
LOCATED IN THE NW 1/4 OF THE SE 1/4
OF SECTION 21, T.8N., R.19E.,
VILLAGE OF SUSSEX, WAUKESHA COUNTY, WISCONSIN.

PHASE 5

LOCATION MAP
SEC. 21-T08N-R19E

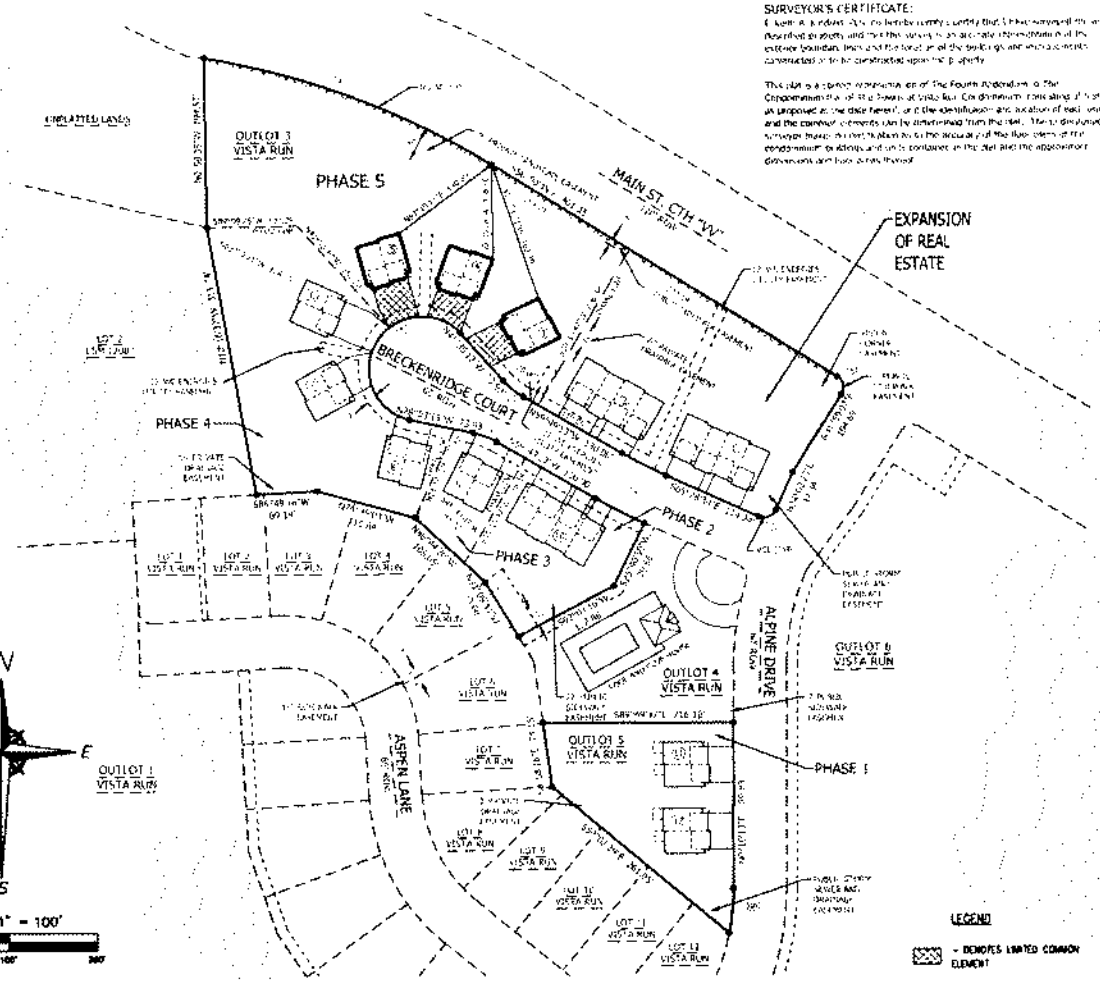


SURVEY BY:
[illegible]
501 MAPLE AVE.
DELAFIELD, WI 53...
[illegible]

SURVEY FOR:
VISTA RUN
[illegible]

CURVE TABLE

	CURVE #	RADIUS	DELTA	ARC DIST	CHORD DIST	CHORD BEARING	TAN. BEARING	TAN. BEARING
A	EXTERIOR	884.93'	22°37'36"	350.01'	348.51'	N68°14'35"W	N80°00'45"W	N82°38'21"W
S	OUTLOT 3	15.00'	89°59'52"	23.56'	21.21'	N13°00'49"W	N31°59'01"E	N58°00'45"W
U	OUTLOT 3	15.00'	90°29'04"	23.69'	21.31'	N58°15'55"E	S63°28'34"E	N24°02'23"E
	R/W NORTH	570.00'	5°39'19"	56.26'	56.24'	S82°38'54"E	S59°49'14"E	S65°28'34"E
V	R/W SOUTH	630.00'	5°39'20"	62.19'	62.16'	S82°38'54"E	S59°49'13"E	S65°28'34"E
W	R/W NORTH	90.00'	18°14'03"	28.64'	28.52'	S50°42'13"E	S41°35'12"E	S59°49'13"E
X	R/W	80.00'	21°29'26"	222.12'	175.31'	S30°10'46"W	N42°44'31"W	S79°53'57"E
Y	R/W SOUTH	90.00'	18°14'03"	28.64'	28.52'	N68°58'14"W	N68°49'13"W	N18°03'45"W
BB	OUTLOT 5	770.00'	10°48'08"	50.90'	50.83'	N05°34'17"E	N10°58'21"E	N00°10'13"E



SURVEYOR'S CERTIFICATE:

I, [illegible], a registered land surveyor, do hereby certify that I have surveyed the property described as follows and that this survey is an accurate representation of its exterior boundaries, lines and the location of all the buildings and visible improvements connected or to be constructed upon the property.

This plat is a phase amendment to the The Fourth Addendum to the Condominium Plat of The Towns at Vista Run Condominium consisting of 1 sheet, as proposed at the date hereof, of the identification and location of each unit and the common elements can be determined from the plat. The [illegible] survey [illegible] to the accuracy of the floor plans of the condominium to address unit boundaries as the plat and the approximate dimensions and floor areas thereof.

LEGEND

▨ - DENOTES LIMITED COMMON ELEMENT

SEH
PHONE: 262.548.8855
501 MAPLE AVENUE
DELAFIELD, WI 53018
www.sehinc.com

NOVEMBER 16, 2022

PROJECT # NEUMA-164898

THIS INSTRUMENT DRAFTED BY PETER A. TUFTEE

THE TOWNS AT VISTA RUN CONDOMINIUM

ALL OF OUTLOT 3, AND OUTLOT 5 OF VISTA RUN
LOCATED IN THE NW 1/4 OF THE SE 1/4
OF SECTION 21, T.8N., R.19E.,
VILLAGE OF SUSSEX, WAUKESHA COUNTY, WISCONSIN.

PHASE 5

LEGAL DESCRIPTION OF THE TOWNS AT VISTA RUN CONDOMINIUM:

BEING ALL OF OUTLOT 3, AND OUTLOT 5 OF VISTA RUN LOCATED IN THE NW 1/4 OF THE SE 1/4 OF SECTION 21, T.8N R.19E., VILLAGE OF SUSSEX, WAUKESHA COUNTY, WISCONSIN

SAID LANDS CONTAIN 269,327 SQUARE FEET (6.18 ACRES)

LEGAL DESCRIPTION OF THE TOWNS AT VISTA RUN CONDOMINIUM: PHASE 5:

BEING A PART OF OUTLOT 3 OF VISTA RUN LOCATED IN THE NW 1/4 OF THE SE 1/4 OF SECTION 21, T.8N R.19E., VILLAGE OF SUSSEX, WAUKESHA COUNTY, WISCONSIN BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING (POB) AT THE NW CORNER OF OUTLOT 3 OF VISTA RUN; THENCE 350.81 FEET ALONG THE SOUTH RIGHT OF WAY OF MAIN STREET (CTH "W") AND THE ARC OF A CURVE TO THE RIGHT, WHOSE RADIUS IS 859.93 FEET AND WHOSE CORD BEARS S69°24'33"E., 348.57 FEET; THENCE CONTINUING ALONG SAID RIGHT OF WAY S58°00'45"E., 184.21 FEET; THENCE S30°10'47"W., ALONG THE PHASE 5 LINE, 206.48 FEET; TO A POINT ON THE NORTH RIGHT OF WAY OF BRECKENRIDGE COURT; THENCE N59°49'13"W., ALONG SAID RIGHT OF WAY, 20.00 FEET; THENCE 28.64 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, WHOSE RADIUS IS 40.00 FEET AND WHOSE CORD BEARS N60°42'13"W., 28.52 FEET; THENCE N41°35'12"W., 71.93 FEET; THENCE 87.66 FEET ALONG THE ARC OF A CURVE TO THE LEFT, WHOSE RADIUS IS 60.00 FEET AND WHOSE CORD BEARS N85°35'53"W., 80.07 FEET; THENCE N41°53'40"W., ALONG THE PHASE 4 LINE, 157.20 FEET; THENCE S89°09'25"W., ALONG THE PHASE 4 LINE 102.29 FEET, TO A POINT ON THE WEST LINE OF OUTLOT 3 OF VISTA RUN; THENCE N00°50'35"W., ALONG SAID WEST LINE OF OUTLOT 3, A DISTANCE OF 194.57, TO THE POINT OF BEGINNING (POB)

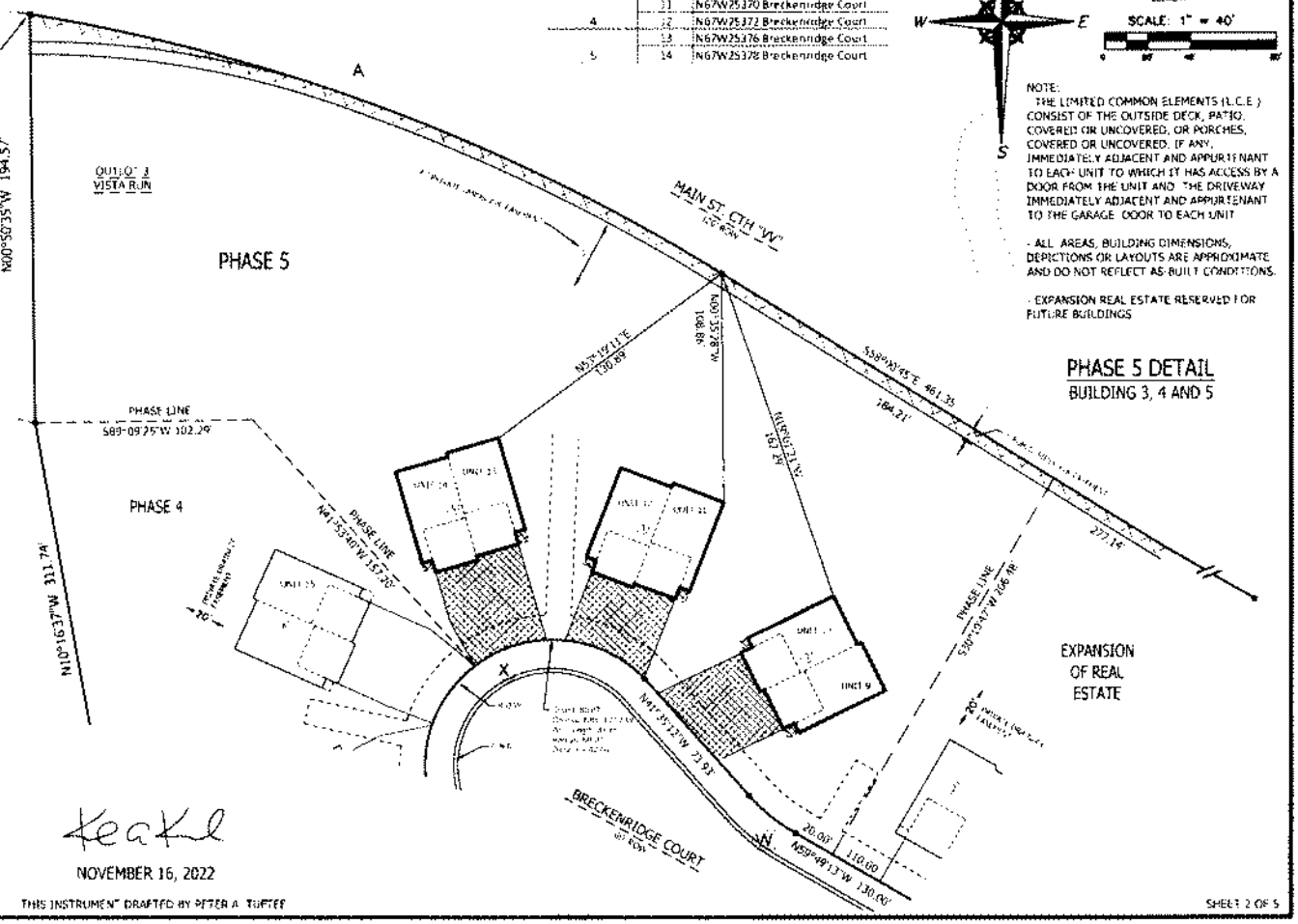
SAID LANDS CONTAIN 91,927 SQUARE FEET (2.11 ACRES)

LEGAL DESCRIPTION EXPANSION REAL ESTATE:

BEING ALL OF OUTLOT 3 OF VISTA RUN LOCATED IN THE NW 1/4 OF THE SE 1/4 OF SECTION 21, T.8N R.19E., VILLAGE OF SUSSEX, WAUKESHA COUNTY, WISCONSIN

EXCEPTING PHASE 1, PHASE 2, PHASE 3, PHASE 4 AND PHASE 5

BUILDING NUMBER	UNIT	ADDRESS
	9	N67W25354 Breckenridge Court
3	10	N67W25356 Breckenridge Court
	11	N67W25370 Breckenridge Court
4	12	N67W25372 Breckenridge Court
	13	N67W25376 Breckenridge Court
5	14	N67W25378 Breckenridge Court



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- ALL AREAS, BUILDING DIMENSIONS, DEPICTIONS OR LAYOUTS ARE APPROXIMATE AND DO NOT REFLECT AS-BUILT CONDITIONS.

- EXPANSION REAL ESTATE RESERVED FOR FUTURE BUILDINGS

PHASE 5 DETAIL
BUILDING 3, 4 AND 5

SEH
PHONE: 262.548.8855
501 MAPLE AVENUE
DELAFIELD, WI 53018
www.sehinc.com

PROJECT # NEUMA 164898

NOVEMBER 16, 2022

THIS INSTRUMENT DRAFTED BY PETER A. TUFTEE

BEING A REPLAT OF THE FOLLOWING PLAT OF

THE TOWNS AT VISTA RUN CONDOMINIUM

ALL OF OUT LOT 3 AND OUTLOT 5 OF VISTA RUN
LOCATED IN THE NW 1/4 OF THE SE 1/4
OF SECTION 21, T.8N., R.19E.,
VILLAGE OF SUSSEX, WAUKESHA COUNTY, WISCONSIN.

PHASE 5

NOTE:
THE LIMITED COMMON ELEMENTS (L.C.E.) CONSIST OF THE OUTSIDE DECK, PATIO, COVERED OR UNCOVERED, OR PORCHES, COVERED OR UNCOVERED, IF ANY, IMMEDIATELY ADJACENT AND APPURTENANT TO EACH UNIT TO WHICH IT HAS ACCESS BY A DOOR FROM THE UNIT AND THE DRIVEWAY IMMEDIATELY ADJACENT AND APPURTENANT TO THE GARAGE DOOR TO EACH UNIT.

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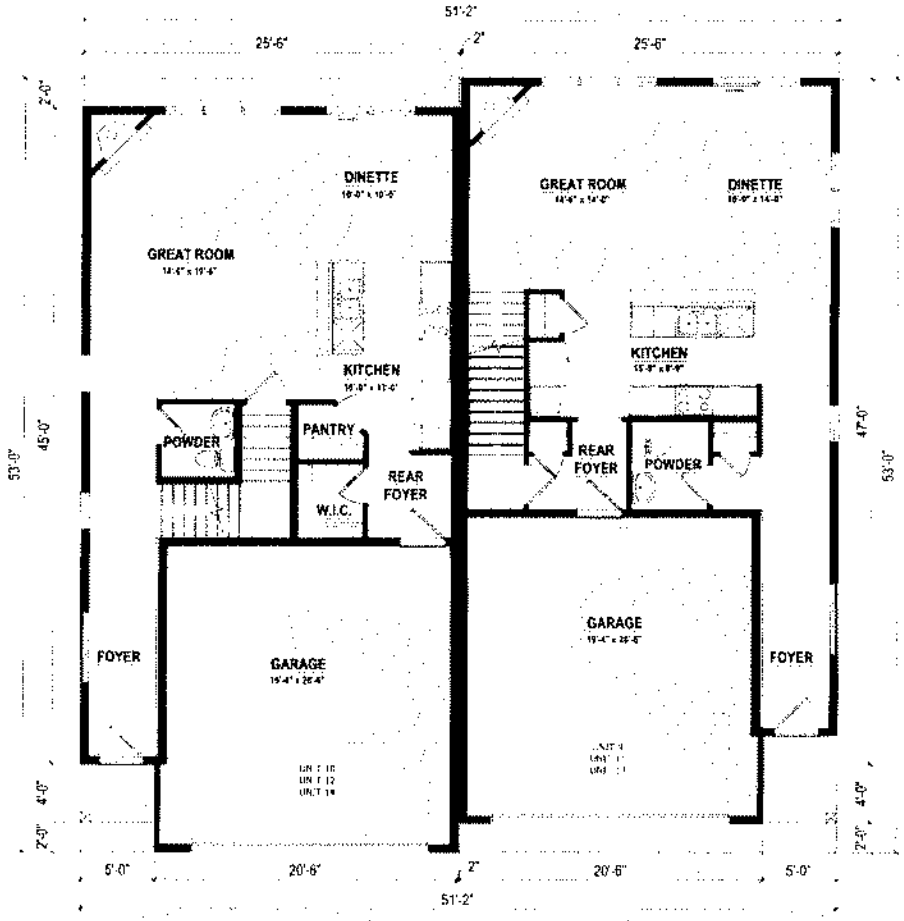
LEGEND

LCE - DENOTES LIMITED COMMON ELEMENT



BUILDING 3, 4 AND 5 DETAIL

FIRST FLOOR PLAN

(FLOOR PLANS BY OTHERS)
(DIMENSIONS AND AREAS ARE APPROXIMATE)
EACH UNIT = 1,800 SQ. FT.

SEH
PHONE: 262.646.6855
301 MAPLE AVENUE
DELAFIELD, WI 53018
www.sehinc.com

PROJECT# NEUMA-164898

THIS INSTRUMENT DRAFTED BY PETER A. TUFTER

THE TOWNS AT VISTA RUN CONDOMINIUM

ALL OF OUTLOT 3, AND OUTLOT 5 OF VISTA RUN
LOCATED IN THE NW. 1/4 OF THE SE. 1/4
OF SECTION 21, T.8N., R.19E.,
VILLAGE OF SUSSEX, WAUKESHA COUNTY, WISCONSIN.

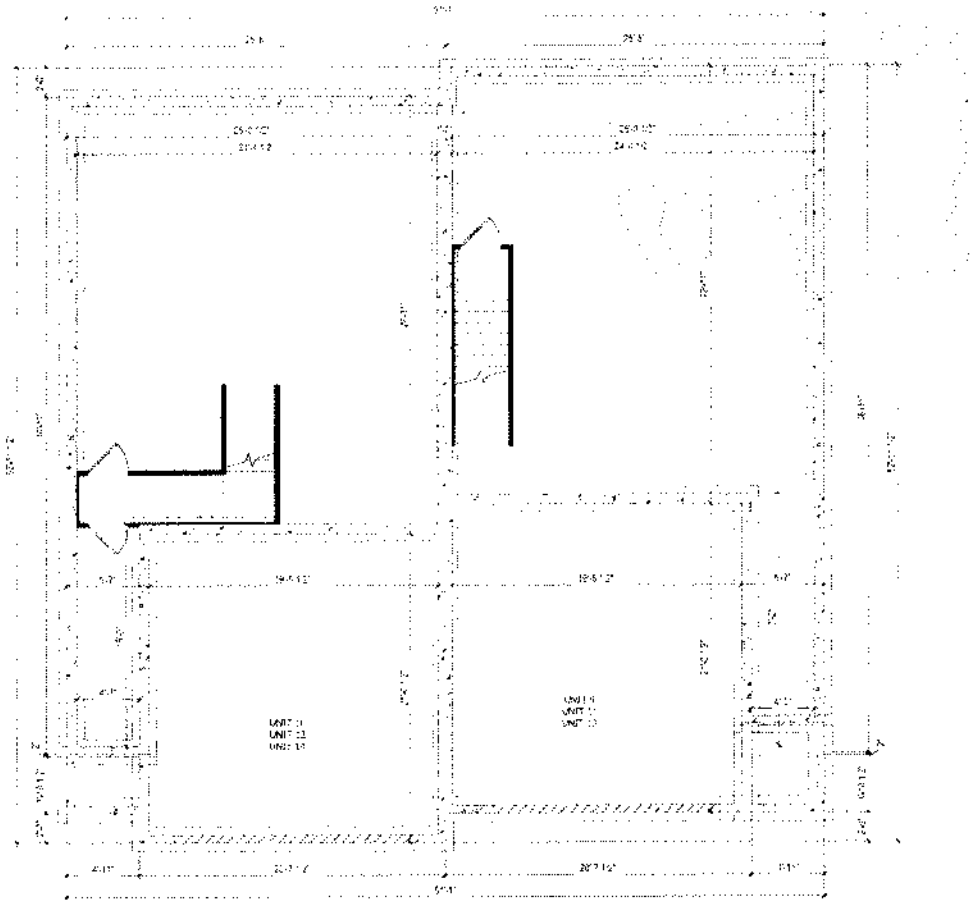
PHASE 5

NOTE:
- THE LIMITED COMMON ELEMENTS (L.C.E.) CONSIST OF THE OUTSIDE DECK, PATIO, COVERED OR UNCOVERED, OR PORCHES, COVERED OR UNCOVERED, IF ANY, IMMEDIATELY ADJACENT AND APPURTENANT TO EACH UNIT TO WHICH IT HAS ACCESS BY A DOOR FROM THE UNIT AND THE DRIVEWAY IMMEDIATELY ADJACENT AND APPURTENANT TO THE GARAGE DOOR TO EACH UNIT.

- ALL AREAS, BUILDING DIMENSIONS, DEPICTIONS OR LAYOUTS ARE APPROXIMATE AND DO NOT REFLECT AS BUILT CONDITIONS.

LEGEND

LCE – DENOTES LIMITED COMMON ELEMENT



BUILDING 3, 4 AND 5 DETAIL

FOUNDATION / LOWER LEVEL PLAN

(FLOOR PLANS BY OTHERS)
(DIMENSIONS AND AREAS ARE APPROXIMATE)
EACH UNIT = 1,800 SQ. FT.

SEH
PHONE: 262.646.6555
501 MAPLE AVENUE
DELAFIELD, WI 53018
www.sehinc.com

PROJECT #: NEUMA-164898

THIS INSTRUMENT DRAFTED BY PETER A. TUFTEE

TO BE RECORDED AS PART OF THE CONDOMINIUM PLAT OF

THE TOWNS AT VISTA RUN CONDOMINIUM

ALL OF OUTLOT 3, AND OUTLOT 5 OF VISTA RUN
LOCATED IN THE NW 1/4 OF THE SE 1/4
OF SECTION 21, T.8N., R.19E.,
VILLAGE OF SUSSEX, WAUKESHA COUNTY, WISCONSIN.

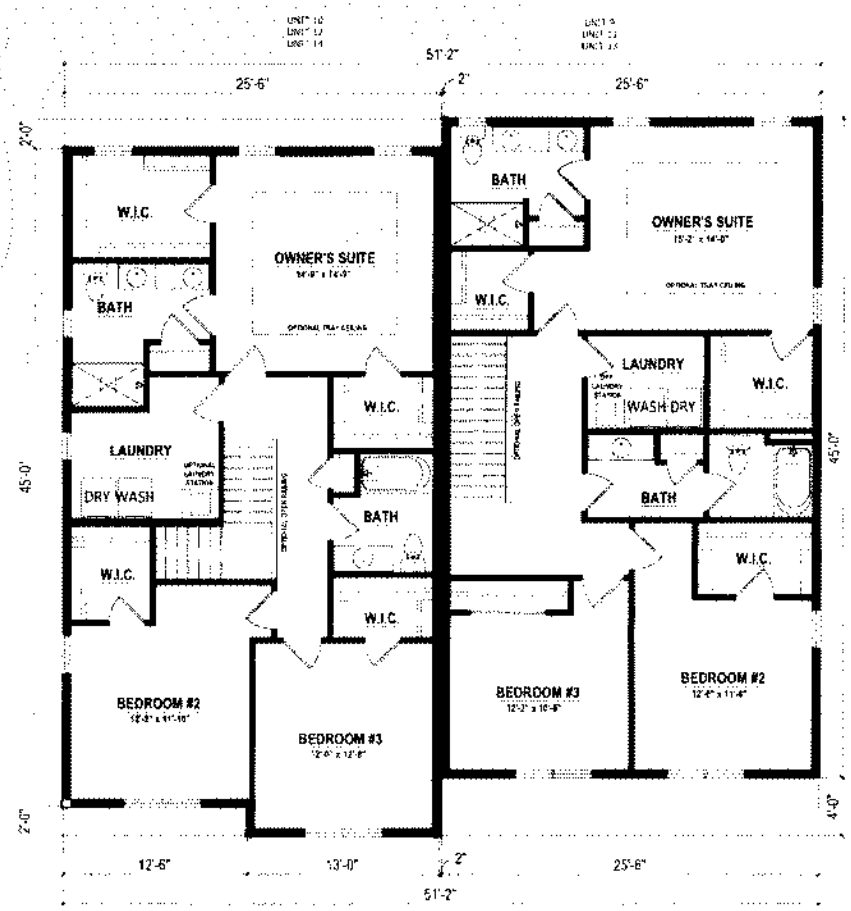
PHASE 5

NOTE:
- THE LIMITED COMMON ELEMENTS (L.C.E.) CONSIST OF THE OUTSIDE DECK, PATIO, COVERED OR UNCOVERED, OR PORCHES, COVERED OR UNCOVERED, IF ANY, IMMEDIATELY ADJACENT AND APPURTENANT TO EACH UNIT TO WHICH IT HAS ACCESS BY A DOOR FROM THE UNIT AND THE DRIVEWAY IMMEDIATELY ADJACENT AND APPURTENANT TO THE GARAGE DOOR TO EACH UNIT.

- ALL AREAS, BUILDING DIMENSIONS, DEPICTIONS OR LAYOUTS ARE APPROXIMATE AND DO NOT REFLECT AS-BUILT CONDITIONS.

LEGEND

LCE – DENOTES LIMITED COMMON ELEMENT



BUILDING 3, 4 AND 5 DETAIL

SECOND FLOOR PLAN

(FLOOR PLANS BY OTHERS)
(DIMENSIONS AND AREAS ARE APPROXIMATE)
EACH UNIT = 1,800 SQ. FT.

SEH
PHONE: 262.646.6855
501 MAPLE AVENUE
DELAFIELD, WI 53018
www.sehinc.com

PROJECT# NFUMA-164598

THIS INSTRUMENT DRAFTED BY PETER A. TUFTEE

EXHIBIT "C"

LEGAL DISCRIPTION
OF
"THE TOWNS AT VISTA RUN"

LEGAL DESCRIPTION OF THE TOWNS AT VISTA RUN CONDOMINIUM:

BEING ALL OF OUTLOT 3, AND OUTLOT 5 OF VISTA RUN LOCATED IN THE NW. 1/4 OF THE SE. 1/4 OF SECTION 21, T.8N., R.19E., VILLAGE OF SUSSEX, WAUKESHA COUNTY, WISCONSIN.

SAID LANDS CONTAIN 269,327 SQUARE FEET (6.18 ACRES).

LEGAL DESCRIPTION OF THE TOWNS AT VISTA RUN CONDOMINIUM- PHASE 5:

BEING A PART OF OUTLOT 3 OF VISTA RUN

LOCATED IN THE NW. 1/4 OF THE SE. 1/4 OF SECTION 21, T.8N., R.19E., VILLAGE OF SUSSEX, WAUKESHA COUNTY, WISCONSIN BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING (POB) AT THE NW CORNER OF OUTLOT 3 OF VISTA RUN; THENCE 350.81 FEET ALONG THE SOUTH RIGHT-OF-WAY OF MAIN STREET (CTH "VV") AND THE ARC OF A CURVE TO THE RIGHT, WHOSE RADIUS IS 894.93 FEET AND WHOSE CORD BEARS S69°14'33"E., 348.57 FEET; THENCE CONTINUEING ALONG SAID RIGHT-OF-WAY S58°00'45"E., 184.21 FEET; THENCE S30°10'47"W., ALONG THE PHASE 5 LINE, 206.48 FEET, TO A POINT ON THE NORTH RIGHT-OF-WAY OF BRECKENRIDGE COURT; THENCE N59°49'13"W., ALONG SAID RIGHT-OF-WAY, 20.00 FEET; THENCE 28.64 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, WHOSE RADIUS IS 90.00 FEET AND WHOSE CORD BEARS N50°42'13"W., 28.52 FEET; THENCE N41°35'12"W.,73.93 FEET; THENCE 87.66 FEET ALONG THE ARC OF A CURVE TO THE LEFT, WHOSE RADIUS IS 60.00 FEET AND WHOSE CORD BEARS N85°35'53"W., 80.07 FEET; THENCE N41°53'40"W., ALONG THE PHASE 4 LINE, 157.20 FEET; THENCE S89°09'25"W., ALONG THE PHASE 4 LINE, 102.29 FEET, TO A POINT ON THE WEST LINE OF OUTLOT 3 OF VISTA RUN; THENCE N00°50'35"W, ALONG SAID WEST LINE OF OUTLOT 3, A DISTANCE OF 194.57, TO THE POINT OF BEGINNING (POB)

SAID LANDS CONTAIN 91,927 SQUARE FEET (2.11 ACRES).

LEGAL DESCRIPTION EXPANSION REAL ESTATE:

BEING ALL OF OUTLOT 3 OF VISTA RUN

LOCATED IN THE NW. 1/4 OF THE SE. 1/4 OF SECTION 21, T.8N., R.19E., VILLAGE OF SUSSEX, WAUKESHA COUNTY, WISCONSIN.

EXCEPTING PHASE 1, PHASE 2, PHASE 3, PHASE 4 AND PHASE 5