DISCLOSURE MATERIALS

FOR

PHEASANT RUN CONDOMINIUM HOMES ASSOCIATION, INC.

Property Address:
610-665 MacHenry Circle
19230-19335 McAllister Lane
510-545 McArthur Lane
635-685 McNally Lane
500-565 McPride Lane
585-695 Stonehedge Drive
18850-19475 Stonehedge Drive
620-675 Willowick Court
Brookfield, Wisconsin 53045

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

2. THESE DISCLOSURE MATERIALS GIVEN TO YOU AS REQUIRED BY LAW MAY, WITH THE EXCEPTION OF THE EXECUTIVE SUMMARY, BE RELIED UPON AS CORRECT AND BINDING. FOR A COMPLETE UNDERSTANDING OF THE EXECUTIVE SUMMARY, CONSULT THE DISCLOSURE DOCUMENTS TO WHICH A PARTICULAR EXECUTIVE SUMMARY STATEMENT PERTAINS. ORAL STATEMENTS MAY NOT BE LEGALLY BINDING.

3. YOU MAY AT ANY TIME WITHIN 5 BUSINESS DAYS FOLLOWING RECEIPT OF THESE DOCUMENTS, OR FOLLOWING NOTICE OF ANY MATERIAL CHANGES IN THESE DOCUMENTS, CANCEL IN WRITING THE CONTRACT OF SALE AND RECEIVE A FULL REFUND OF ANY DEPOSITS MADE. IF THE SELLER DELIVERS LESS THAN ALL OF THE DOCUMENTS REQUIRED, YOU HAVE 5 BUSINESS DAYS FOLLOWING RECEIPT OF THE DOCUMENTS, TO CANCEL IN WRITING THE CONTRACT OF SALE OR, IF THE SELLER DELIVERS A COVER SHEET AND INDEX, TO DELIVER A WRITTEN REQUEST FOR ANY MISSING DOCUMENTS. SEE THE INDEX, IF ANY, FOLLOWING THIS INFORMATION TO DETERMINE IF DOCUMENTS ARE MISSING. IF YOU TIMELY DELIVER A WRITTEN REQUEST FOR MISSING DOCUMENTS, YOU MAY, AT ANY TIME WITHIN 5 BUSINESS DAYS FOLLOWING THE EARLIER OF EITHER THE RECEIPT OF THE REQUESTED DOCUMENTS OR THE SELLER'S DEADLINE TO DELIVER THE REQUESTED DOCUMENTS, CANCEL IN WRITING THE CONTRACT OF SALE AND RECEIVE A FULL REFUND OF ANY DEPOSITS MADE. YOU HAVE NO FURTHER RIGHT TO CANCEL THE CONTRACT OF SALE BASED ON THE DOCUMENTS UNLESS THE DOCUMENTS ARE MATERIALLY CHANGED.

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PHEASANT RUN CONDOMINIUM HOMES ASSOCIATION, INC.

PHEASANT RUN CONDOMINIUM HOMES ASSOCIATION, INC.

DISCLOSURE MATERIALS

SECTION A

EXECUTIVE SUMMARY

Executive Summary

Pheasant Run Condominium

This Executive Summary highlights some of the information that prospective buyers of units in the Pheasant Run Condominium are most interested in learning, as well as some of the information that they should consider when contemplating the purchase of a condominium unit. However, there are provisions and information contained in the Disclosure Materials that will be of importance and significance to a unit owner that are not included in this Executive Summary. ***This summary is not intended to replace the buyer's review of the condominium declaration, bylaws and other condominium disclosure materials nor is it a substitute for a professional review of the condominium documents.***

1. **Condominium Name.** Pheasant Run Condominium.

2. **Condominium Governance.** The condominium is governed by the Brookfield Pheasant Run Condominium Homes Association, Inc. (the "Association"), a Wisconsin non-stock corporation. All unit owners are members of the Association.

   - For specific information, see: Declaration § 9.1; Bylaws, Article II.

3. **Association Management.** The Association has engaged Hunt Management Incorporated as Managing Agent for the condominium.

4. **Association Contact Information.**

Contact Name:	Hunt Management Incorporated, AAMC
Phone:	262-238-1480
Email:	clientservices@huntmanagement.com
Mailing Address:	10520 N. Baehr Road, Suite Q, Mequon WI

5. **Can the condominium be expanded in the future?** No. The right to expand the condominium has expired.

6. **Does the condominium have special amenities or features?** No. This condominium does not have any special amenities.

7. **Maintenance and Repair of Units.** Each unit owner, at his or her own expense, is responsible for keeping the interior of the unit — including all doors (except the garage door) and installations — and all of its equipment, fixtures, and appurtenances in good order, condition and repair and in a clean and sanitary condition. The costs of replacing windows will be split evenly between the Unit Owner and the Association, unless the required replacement is for glass only, in which case the Unit Owner will be solely responsible.

- For specific information, see: Declaration §§ 3 and 10.2; Bylaws, Article VI § 6.2; Rules and Regulations §§ 1.5 and 1.17.

8. Maintenance and Repair of Limited Common Elements.

Unit Owner Responsibilities: Unit owners shall keep the limited common elements appurtenant to his or her unit in good, clean, sanitary, and attractive condition. Such limited common elements include the decks, patios, walkways, and driveways.

Association Responsibilities: The Association shall be responsible for the management and control of the common areas and facilities, including the limited common elements.

- For specific information, see: Declaration §§ 6 and 10.2; Bylaws, Article VI § 6.3.

9. Maintenance and Repair of Common Elements.

Association Responsibilities: The Association is responsible for the management and control of the common elements and facilities and shall cause the same to be kept in good, clean, attractive and sanitary conditions, order and repair.

How does the Association pay for repairs and replacements? Routine maintenance and repair of the common elements is paid through the Operating Fund. The Association funds the Operating Fund from unit owner assessments. For extraordinary or unexpected expenses, the Association may also use the reserve funds or special assessments to fund such repairs or replacements, as determined by the Board of Directors.

- For specific information, see: Declaration §§ 5 and 15, Bylaws, Article V §§ 5.3 and 5.4.

10. Alterations of Units and Limited Common Elements. A unit owner must obtain the prior written consent of the Association before making any structural alterations, changes, or improvements to his or her unit, and before making any improvements to the common elements and limited common elements adjacent to the unit.

- For specific information, see: Declaration § 10.3; Bylaws, Article § 6.1(g); Rules and Regulations § 1.3.

11. Parking.

Availability: Number of parking spaces assigned to each unit: **2**.
Each unit contains an attached two (2) car garage. Unit owners may also park vehicles in the driveway

Cost: There is no additional cost for parking.

Guest Parking: Vehicles may park in the unit owners' garage, the driveway immediately adjacent to the unit, or on the street.

Additional Parking Rules and Restrictions: See Declaration §§ 3 and 6.2; Rules and Regulations § 1.6.

12. **Rental of Units:** Units shall be owner-occupied only. No rental, lease, or other occupancy of the unit is allowed.

- For specific information, see: Amendment to Declaration § 12.2; Rules and Regulations § 5.

13. **Pets:**

Number of Pets Allowed Per Unit: No more than two (2) cats or dogs shall be kept in a unit. No animal may exceed twenty (20) pounds.

Pet Rules and Regulations: All pets shall be controlled by the unit owner at all times. Pet owners are responsible for immediately cleaning up after their pets and for repairing any damage caused by the pet.

- For specific information, see: Bylaws, Article VII § 6.1(e), Rules and Regulations § 3.

14. **Amendments:** Wisconsin law allows the unit owners to amend the Declaration, Bylaws, Rules and Regulations and other condominium documents if the required votes are obtained. Some of these changes may alter your legal rights and responsibilities with regard to your condominium unit.

Declaration: The Declaration may be amended with the written consent of at least sixty-seven percent (67%) of the unit owners, subject to mortgagee approval.

By-Laws: The By-Laws may be amended by the affirmative vote of at sixty-seven percent (67%) of the unit owners.

Rules & Regulations: Rules and Regulations may be adopted or amended by the Board of Directors.

- For specific information, see: Amendment to Declaration § 20; Bylaws, Article V § 5.2 and Article VIII § 8.1.

15. **Fees on Declarant-Owned Units:** This category is not applicable to this condominium because there are no unsold, declarant-owned units in the condominium.

16. **First Right to Purchase a Unit:** The Association does not have a first right to purchase a unit (also known as a "right of first refusal").

17. **Transfer Fee:** Upon the sale of a unit, the seller is required to pay a transfer fee equal to 75% of the annual assessment fee for the unit under the budget the in effect at the time of the closing of the sale.

18. **Disclosure Material Fee:** The Association charges a fee of $25.00, plus postage, for a hard copy of the disclosure materials. These documents are available at no cost on the managing agent's website.

19. **Payoff Statement Fee:** The Association does not charge a fee for providing a payoff statement under § 703.335, of the Wisconsin Statutes. However, if more than one payoff statement is requested for a unit during any two-month period, the Association may charge up to $25.00 for each additional payment statement, pursuant to § 703.335(4), of the Wisconsin Statutes.

20. **Reserves**. The Association maintains a reserve fund for replacement, or repair of common elements and other extraordinary expenditures. The Association does not maintain a Statutory Reserve Account.

    - For specific information, see: Declaration § 15; Bylaws, Article V § 5.4.

21. **Reserve Balance.** The amount of the reserve balance is $839,655.00. This amount is current as of December 31, 2025.

    - For specific information about the reserve balance, contact the Board of Directors.

This Executive Summary was prepared or revised on February 6, 2026.

PHEASANT RUN CONDOMINIUM HOMES ASSOCIATION, INC.

DISCLOSURE MATERIALS

SECTION B

DECLARATION

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I. CONDOMINIUM DECLARATIONS

1506212

REGISTER'S OFFICE
WAUKESHA COUNTY, WIS. } SS

1988 OCT 18 PM 2:54
REEL 1052 IMAGE 0341

REGISTER OF DEEDS

CONDOMINIUM DECLARATIONS

OF

CONDITIONS, COVENANTS, RESTRICTIONS AND EASEMENTS

FOR

PHEASANT RUN CONDOMINIUM HOMES

1506212

This Declaration is made pursuant to the Unit Ownership Act of the State of Wisconsin, Chapter 703 of Wisconsin Statutes, (hereinafter referred to as the "Act") this 17th day of October, 1988, by Regency Development Corp. by Henry L. Bertram, President and Carol J. Bertram, Secretary, (hereinafter referred as "Declarant"). 956

1. STATEMENT OF DECLARATION

The purpose of this Declaration is to submit the lands hereinafter described and the improvements constructed or to be constructed thereon to the condominium form of ownership in the manner provided by the Act and by this Declaration.

Declarant hereby declares that it is the sole owner of the real property described in Section 2.1 hereof, together with all buildings and improvements thereon (hereinafter referred to as the "Property") which is hereby submitted to the Condominium form of use and ownership as provided in the Act and this Declaration, and which property shall be held, conveyed, devised, leased, encumbered, used, improved, and in all respects otherwise effected subject to the provisions, conditions, covenants, restrictions and easements of this Declaration and the Act. 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 to all parties hereinafter having any interest in the property. The property, together with all buildings and improvements is hereinafter called the "Condominium".

Declarant intends to construct upon said real estate various buildings, at various locations, in various stages, such as there may be as many as 186 residential units in 58 buildings, together with improvements, which may include landscaped areas, driveways, and such other areas, fixtures, equipment and other facilities related thereto or used in connection therewith, and any sub-surface or surface improvements consisting of sanitary sewer, storm sewer, water, electric, telephone and other facilities.

Declarant reserves the right, subject to approval of the City of Brookfield, to expand the condominium by subjecting additional property to the Condominium Declaration. As each additional parcel is subjected to the Condominium Declaration, the percentage of undivided interest in the common elements of the preceding and new property shall be reallocated by the unit owners on the basis of the aggregate undivided interest in the common elements appertaining to the property. The right to expand the condominium is reserved by the Declarant for a period not exceeding ten (10) years from the date of recording of this Declaration. If the Declarant adds additional property to the condominium, the Declarant shall record an amendment to this Declaration showing the new percentage interests of the unit owners and the votes which each unit owner may cast in the condominium as expanded. Upon recording of an amendment to this Declaration each unit owner has the percentage interests in the common elements, liabilities in the common expenses, rights to common surpluses, and shall have the number of votes, set forth in the amendment to this Declaration. Following any expansion, the interest of any mortgagee shall attach to the new percentage interests in the common elements appurtenant to the unit on which it is a lien.

2. LEGAL DESCRIPTION AND NAME

2.1 LEGAL DESCRIPTION. The following described real estate is subject to the provisions of this Declaration:

Parcel 1 of Certified Survey Map No. 5400, recorded December 21, 1987, in Volume 43 of Certified Survey Maps on Pages 252-256 inclusive, as Document No. 1461313, being a part of the Southwest 1/4 and the Southeast 1/4 of the Northeast 1/4 of Section 32, Town 7 North, Range 20 East, in the City of Brookfield, County of Waukesha, State of Wisconsin.

2.2 NAME. The aforesaid real estate and all buildings and improvements thereon shall be known as Pheasant Run Condominium Homes.

2.3 PARCELS WHICH MAY BE ADDED TO THE CONDOMINIUM. The real estate which the Declarant reserves the right to submit and subject as additional parcel or parcels of real estate to this condominium are as follows:

Parcels 2, 3 and 4 of Certified Survey Map No. 5400 recorded December 21, 1987, in Volume 43 of Certified Survey Maps on Pages 252- 256 inclusive, as Document No. 1461313, being a part of the Southwest 1/4 and the Southeast 1/4 of the Northeast 1/4 of Section 32, Town 7 North, Range 20 East, in the City of Brookfield, County of Waukesha, State of Wisconsin.

3. DESCRIPTION AND LOCATION OF BUILDINGS

There shall be nine (9) buildings constructed on the real estate described in Paragraph 2.1, which buildings shall contain a total of thirty-four (34) units. There shall be seven (7) buildings of four units each which consist of ranch and townhouse units. The end units of each of these buildings shall contain a basement and one level of living space, with attached two car garage, the middle units shall consist of a basement and two levels of living space, with attached two car garage. The entrance to the attached two car garage for the end units may either be front entry or side entry depending on the terrain and access availability. There shall be two (2) buildings of three (3) units each which consist of ranch and townhouse units. The end units of each of these buildings shall contain a basement and one level of living space with attached two car garage. The middle unit shall consist of a basement and two levels of living space, with attached two car garage. The entrance to the attached two car garage for the end units may either be front entry of side entry depending on the terrain and access availability. The Declarant shall have the right to subject an additional one hundred fifty-two (152) units to this Condominium Declaration by constructing an additional forty-nine (49) buildings on the real estate described in Paragraph 2.3. As many as twenty-seven (27) buildings shall each contain four units. The end units of each of these buildings shall contain a basement and one level of living space, with attached two-car garage, the middle units shall consist of a basement and two levels of living space, with attahced two car garage. As many as twenty-two (22) buildings shall each contain two units. Each unit of these buildings shall consist of a basement and two levels of living space with attached two car garage. Enlargement of the condominium is at the discretion of the Declarant and there is no obligation or commitment on the part of the Declarant, nor are unit owners given any rights, to add any property or construct any additional units as a part of the original condominium. The Declarant may develop a portion only and not all of the additional property and units as specified in Paragraph 2.3. The principal materials of which the buildings are to be constructed are poured concrete foundation, poured concrete or concrete block basement walls, wood frame construction, and cedar and veneered brick exterior. Complete construction details are contained in working plans and drawings available for inspection at the office of the Declarant. The buildings are to be located on the real estate as indicated in the Survey marked Exhibit "A" attached hereto and made a part of this Declaration. The buildings and units are more fully described in the building and floor plans attached hereto as Exhibit "B" and made a part hereof. Declarant shall have the right to amend this Declaration at its sole discretion for the purpose of recording a plat of survey or plans depicting the lay-out, location, unit numbers and dimensions of the buildings and units as finally located and erected. Declarant reserves the right, subject to approval of the City of Brookfield, to change the layout and dimensions of the buildings and units shown in Exhibit "B" which are not presently constructed, provided that such changes will not substantially alter the nature and quality of the buildings and units.

4. NUMBER AND IDENTIFICATION OF UNITS

4.1 NUMBER. There shall initially be a total of thirty-four (34) condominium units in Pheasant Run Condominium Homes. There may be as many as one hundred eighty six (186) units in Pheasant Run Condominium Homes.

4.2 IDENTIFICATION. A unit is that part of a building intended for individual, private use, comprised of one or more cubicles of air at one or more levels of space having outer boundaries formed by the interior surfaces of the perimeter walls, floors, ceilings, windows, window frames, doors and door frames of the buildings, as said boundaries are shown on the building and floor plans attached hereto as Exhibit "B", together with all fixtures and improvements therein contained.

The units are designated by identifying numbers, their location, immediate common areas to which the units have access and further details identifying and describing the units are as set forth in Exhibit "B" attached hereto. The post office address of the units are as follows:

Building 1 - 18850 Stonehedge Drive
Building 2 - 610 MacHenry Circle
Building 3 - 650 MacHenry Circle
Building 4 - 665 MacHenry Circle
Building 5 - 655 MacHenry Circle
Building 6 - 615 MacHenry Circle
Building 7 - 640 MacHenry Circle
Building 8 - 18905 Stonehedge Drive
Building 9 - 18910 Stonehedge Drive

5. COMMON AREAS AND FACILITIES

The common areas and facilities shall consist of all of Pheasant Run Condominium Homes, improvements and appurtenances, except the individual units as defined hereunder, including without limitation: the land on which the building or buildings are located; bearing walls, floors and ceilings (except the interior surfaces thereof, which form the outer boundaries of each unit), roofs, foundations, hallways, stairways, entrances and exits, pipes, ducts, electrical wiring and conduits, centralized utility services, public utility lines, water and sewer laterals, outside walls, girders, beams and support, structural parts of the building, and the walks, driveways and landscaping.

Each unit owner shall have a valid, exclusive easement to the space between the interior and exterior walls for purposes of adding additional utility outlets, wall hangings, erection of non-bearing partition walls and the like, where space between the walls may be necessary for such uses, provided that the unit owner shall do nothing to impair the structural integrity of the building or the soundproofing of common walls between the units, and provided further that the common areas and facilities be restored to their former condition by the unit owner at his sole expense upon completion or termination of the use requiring the easement. Easements are hereby granted and declared for the benefit of the unit owners, and the Association of Unit Owners (hereinafter described) for the installation, maintenance repair of common utility services in and on any part of the common areas or units.

6. LIMITED COMMON AREAS

6.1 DESCRIPTION. A portion of the common areas and facilities are designated as "Limited Common Areas". Such Limited Common Areas consist of patios, attic space, walks and walkways, fireplace chimney, driveway and driveway aprons immediately adjacent to each unit except that where two units in separate buildings share the same driveway such driveway shall be Limited Common Area shared by those units.

6.2 PARKING. Unit owners park automobiles on the driveway or driveway aprons immediately adjacent to the respective unit, however, at no time shall a unit owner allow boats, trucks, motorhomes, recreational vehicles or trailers to be parked overnight on such adjacent driveways without first obtaining the written consent of the Association.

6.3 USE. The manner of use of the Limited Common Area shall be governed by the By-Laws of, and such rules and regulations as they be established by, the Association of Unit Owners, and no unit owner shall decorate, landscape or adorn any Limited Common Area, or permit such, in any manner contrary to such By-Laws and rules and regulations.

7. PERCENTAGE OF OWNERSHIP IN COMMON AREAS AND FACILITIES

Each unit owner shall own an undivided interest in the common areas and facilities and Limited Common Areas as a tenant in common with all other unit owners and, except as otherwise limited in this Declaration shall have the right to use and occupy the common areas and facilities in Limited Common Areas for all purposes incident to the use and occupancy of his unit as a place of residence, and such other incidental uses permitted by this Declaration, which right shall be appurtenant to and run with his unit. The percentage of such undivided interest in the common areas and facilities and Limited Common Areas appertaining to each unit and its owner shall be as follows:

Building 1, Unit A	2.8517%
Building 1, Unit B	3.0419%
Building 1, Unit C	3.0419%
Building 1, Unit D	2.8517%
Building 2, Unit A	2.8517%
Building 2, Unit B	3.0419%
Building 2, Unit C	3.0419%
Building 2, Unit D	2.8517%
Building 3, Unit A	2.8517%
Building 3, Unit B	3.0419%
Building 3, Unit C	3.0419%
Building 3, Unit D	2.8517%

Building 4,	Unit A	2.8517%
Building 4,	Unit B	3.0419%
Building 4,	Unit C	3.0419%
Building 4,	Unit D	2.8517%
Building 5,	Unit A	2.8517%
Building 5,	Unit B	3.0419%
Building 5,	Unit C	3.0419%
Building 5,	Unit D	2.8517%
Building 6,	Unit A	2.8517%
Building 6,	Unit B	3.0419%
Building 6,	Unit C	3.0419%
Building 6,	Unit D	2.8517%
Building 7,	Unit A	2.8517%
Building 7,	Unit B	3.0419%
Building 7,	Unit C	2.8517%
Building 8,	Unit A	2.8517%
Building 8,	Unit B	3.0419%
Building 8,	Unit C	2.8517%
Building 9,	Unit A	2.8517%
Building 9,	Unit B	3.0419%
Building 9,	Unit C	3.0419%
Building 9,	Unit D	2.8517%

With each phase of development, the percentage of such undivided interest in the common areas and the facilities and limited common areas appertaining to each unit shall change. Any owner or mortgagee gaining an interest in any unit, prior to completion of all intended phases, consents to the automatic reduction and alteration of this percentage as may be determined, from time to time.

The common surpluses and expenses of the property shall be established and shared among the unit owners with each unit sharing a one/thirty- fourth (1/34th) interest therein. The percentage of common surpluses and expenses for each unit shall be determined by the creation of a fraction the numerator of which shall be one (1) and the denominator of which shall be the total number of units constructed on the date of calculating this percentage. With each phase of development, the percentage of common surpluses and expenses shall change accordingly. Any owner or mortgagee gaining an interest in any unit, prior to completion of all intended phases, consents to the automatic reduction and alteration of this fraction as may be determined, from time to time, using the afore-mentioned formula.

8. RESIDENTIAL PURPOSE

All buildings and the units therein contained are intended for and restricted exclusively to residential use as governed by the terms and conditions contained herein and the By-Laws of the Association.

9. ASSOCIATION OF UNIT OWNERS

9.1 DUTIES AND OBLIGATIONS. All Unit Owners shall be entitled and required to be a member of the Association of Unit Owners to be known as Pheasant Run Condominium Homes Association, Inc., (hereinafter "Association"). The affairs of the Association shall be managed by a Board of Directors (the "Board of Directors") consisting of such number of persons as provided in the By-Laws of the Association. The Association may be incorporated as a 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 this Declaration and the By-Laws and rules and regulations of the Association.

9.2 VOTING RIGHTS. The Association shall have two classes of voting membership as follows:

(1) Class A - Class A members shall be all unit owners, with the initial exception of the Declarant, and shall have one vote for each unit owned;

(2) Class B - Class B members shall be the Declarant and shall be entitled to three votes for each unit owned. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in Class A membership equal or exceed the total votes outstanding in Class B membership, or a date not exceeding ten (10) years from conveyance of the first unit to any person other than Declarant, whichever first occurs.

The respective rights and qualifications of the two classes of members and the election of directors shall be as set forth in the By-Laws of the Association.

As additional property is added to the condominium, the number of votes appurtenant to each unit shall be as set forth in this Paragraph 9.2.

9.3 ASSOCIATION PERSONNEL. The Association may obtain and pay for the services 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 lighting, heating, water, trash collection, sewer service and such other common services as may be required for each unit.

10. REPAIRS AND MAINTENANCE

10.1 COMMON AREAS AND FACILITIES. The Association shall be responsible for the management and control of the common areas and facilities and shall cause the same to be kept in good, clean, attractive and sanitary conditions, order and repair. Without in any way limiting the foregoing, this shall include all painting, repairing and decorating of exteriors, maintenance and repair of walks, drives, parking areas and access routes, and maintenance of all grounds and landscaping.

10.2 INDIVIDUAL UNITS AND LIMITED COMMON AREAS. Each unit owner shall be responsible for keeping the interior of his unit and all of its equipment, fixtures and appurtenances in good order, condition and repair and in a clean and sanitary condition, and shall be responsible for decorating, painting and varnishing which may at any time be necessary to maintain the good appearance and condition of his unit. Without in any way limiting the foregoing, in addition to decorating and keeping the interior of the unit in good repair, each unit owner shall be responsible for the lighting fixtures, refrigerators, air-conditioning equipment, furnaces or heating equipment, dishwashers, disposal, laundry equipment such as washers and dryers, ranges, or other equipment which may be in, or connect with, the unit. Each unit owner shall keep the limited common areas appurtenant to his unit, as defined in Section 6 hereof and as described in Exhibit "B" in a good, clean, sanitary and attractive condition.

10.3 PROHIBITION AGAINST STRUCTURAL CHANGES BY OWNER. A unit owner shall not, without first obtaining the written consent of the Association, make or permit to be made any structural alterations, changes or improvements to his unit, or in or to the exterior of any building or any common or limited common areas and facilities. A unit owner shall not perform, or allow to be performed, any act or work which would impair the structural soundness or integrity of any building, or the safety of the property, or impair any easement or hereditament, without the prior written consent of the Association.

10.4 ENTRY FOR REPAIRS. The Association shall have an irrevocable right and easement to enter any unit at reasonable times and under reasonable conditions when necessary to make repairs to common elements when the repairs reasonably appear necessary for public safety or to prevent damage to other portions of the condominium. The Association shall make a reasonable effort to give prior notice to the owners, except in cases involving manifest danger to public safety or property, and with as little inconvenience to the owners as practical, and any damage caused thereby shall be repaired by the Association and be treated as a common expense. No entry by the Association for the purposes specified in this paragraph may be considered a trespass.

10.5 STREETS. The Association shall be responsible for the repair, maintenance and snow plowing of all streets which are located on the real estate which is the subject of this Declaration. The repair and maintenance shall be at the sole cost and expense of the Association. Streets are to remain open and available for police and fire service and inspection officers.

11. UNIT OWNER'S RIGHTS WITH RESPECT TO INTERIORS

Each unit owner shall have the exclusive right to paint, repaint, tile, panel, paper or otherwise refurnish and decorate the interior surfaces of the walls, ceilings, floors and doors forming the boundaries of his unit and all walls, ceilings, floors and doors within such boundaries, and to erect partition walls of a non-structural nature, provided that such unit owner shall take no action which in any way will materially change any common walls.

12. RESTRICTION ON USE AND OCCUPANCY

Each unit shall be occupied and used only for single family private dwelling purposes as provided in the By-Laws of the Association. No trade shall be carried on anywhere within the condominium, except as otherwise provided herein. All leases or rental agreements shall be in writing. The Declarant may lease a unit on such terms and conditions as it desires in its sole discretion; however, no unit may be leased or rented by Declarant for a period of less than thirty (30) days. Unit owners other than Declarant may lease or rent a unit; however, the lease must have a minimum initial term of six (6) months. Any person occupying a unit with the authority of an owner shall comply with all the restrictions, covenants and conditions imposed herein and by the By-Laws of the Association. No rooms in any unit may be rented and no transient tenants may be accommodated.

13. DESTRUCTION AND RECONSTRUCTION

In the event of a partial or total destruction affecting one or more of the units of a building or buildings, the Association shall promptly undertake to repair or reconstruct it to a condition compatible with the remainder of the condominium. On reconstruction the design, plan and specifications of any building or unit may vary from that of the original upon the approval of the Association, provided, however, that the number of square feet of any unit may not vary more than five percent (5%) from the number of square feet for such unit as orginally constructed, and the location of the buildings shall be substantially the same as prior to damage or destruction.

If a condominium is damaged to an extent more than the available insurance proceeds, the condominium shall be subject to an action for partition upon obtaining the written consent of the unit owners having seventy-five percent (75%) or more of the votes. A determination as to whether or not to reconstruct and repair the damaged premises or to subject the condominium to an action for partition shall be made within ninety (90) days from the date of the fire, casualty or disaster. In the case 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 the percentage interest in the common elements, and shall be distributed in accordance with the priority of interest in each unit.

If the insurance proceeds are insufficient to reconstruct or repair the damaged premises and the necessary seventy-five percent (75%) or more of the votes necessary to subject the condominium to an action for partition are not obtained, then the damaged premises shall be reconstructed and repaired by the Association with the insurance proceeds, and the owners of units shall be assessed for the deficiency in the same manner as if the deficiency is a common expense of the condominium.

14. INSURANCE

The Board of Directors of the Association shall obtain and maintain insurance for the common areas and facilities against loss or damage by fire and such hazards for not less than full replacement value of the property insured. The insurance shall also cover the replacement of interior walls, heating and air conditioning units, electrical wires and conduit, plumbing pipes, and heating and air conditioning duct work in the interior and exterior walls. The insurance shall be obtained in the name of the Association as trustee for each of the unit owners and their respective mortgagees as their interest may appear. Premiums shall be a common expense. To the extent possible, the insurance shall provide that the insurer waives its right of subrogation as to any claim against unit owners, the Association, and their respective servants, agents and guests, and that the insurance cannot be cancelled, 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 at least annually and the amount of coverage may be increased or decreased at any time it is deemed necessary as determined by the Board of Directors to conform to the requirements of full insurable value.

The unit owner shall be responsible for and shall obtain insurance to cover the replacement of plumbing fixtures, light fixtures, decorations, cabinets, appliances, all wall coverings, all floor coverings including linoleum and carpeting and other improvements made by the unit owner.

In the event of partial or total destruction of a building or buildings and it is determined to repair or reconstruct such building or buildings in accordance with Section 13 hereof, the proceeds of such insurance shall be paid to the Association to be applied to the cost thereof and the unit owners and mortgagees shall not be entitled to receive payment of any portion of insurance proceeds. If it is determined not to reconstruct or repair or the Court has ordered partition of the condominium property, then the proceeds shall be distributed to the unit owners and their mortgagees, if any, as their respective interest may appear in the manner provided by the Act. If after the common elements have been completely repaired or restored and there is a surplus of insurance proceeds, then the surplus shall be considered a common surplus and may at the direction of the Board of Directors be distributed to the unit owners and their mortgagees, if any, as their respective interests may appear.

If insurance coverage is available to combine protection for the Association and the unit owner's individual unit, the Board of Directors is hereby given discretionary power to negotiate such combination of insurance protection on an equitable cost-sharing basis under which the unit owner would be assessed individually for the amount of insurance which he directs the Board of Directors to include such policies for his additional protection. Copies of all such policies shall be provided to each mortgagee. Nothing contained in this paragraph shall be deemed to prohibit any unit owner, at his expense, to provide any additional insurance coverage on his improvements which will duplicate any insurance provided by the Association of Unit Owners. The Board of Directors shall also provide and maintain public liability insurance covering the common areas and facilities and the limited common areas in such amounts as may be determined at the discretion of the Board of Directors from time to time but in any event such coverage shall be for at least $1,000,000.00 for bodily injury including deaths of persons and property damage arising out of a single occurrence. The Board of Directors may also provide workmen's compensation insurance and fidelity bonds on such officers and employees and in such amounts as is determined by the Board of Directors to be necessary from time to time.

15. LIABILITY FOR COMMON EXPENSES

The costs of administration of the Association, insurance, repair, maintenance and other expenses of the common areas and facilities and limited common areas, and the common services provided to the unit owners, including municipal water and sewer service, shall be paid for by the Association. The Association shall make assessments against the unit owners, as well as the units themselves for such common expenses and for the creation of reserves for the payment of future common expenses with each unit sharing a one/thirty-fourth (1/34th) share of said assessments. The percentage liability for common expenses and the right to common surpluses for each unit owner shall be determined by the creation of a fraction the numerator of which shall be one (1) and the denominator of which shall be the total number of units constructed on the date of calculating this percentage. With each phase of development, the percentage shall change accordingly. It being the intent of the Declarant that the value shall initially be, after construction of the initial phase, one/thirty-fourth (1/34th) per unit, and upon the conclusion of the total envisioned project, the percentage shall be 1/186th value to each unit. Any unit owner or mortgagee gaining an interest in any unit, prior to completion of all intended phases, consents to the automatic alteration of this fraction, from time to time, using the aforementioned formula.

No unit owner may exempt himself or his unit ownership from liability for his contribution toward the common expenses by waiver of the use or enjoyment of any other common or limited common areas and facilities or services or by the abandonment of his unit.

A unit owner shall be liable for all assessments, or installments thereof, coming due while owning a unit. In a voluntary grant, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor for his or her share of the common expenses up to the time of the voluntary grant for which a statement of condominium lien is recorded, without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee for such assessments.

All common expenses and assessments, when due, shall immediately become a personal debt of the unit owner and also a lien, against the unit to which the charges are assessed, until paid, if a statement of lien is filed within two years after the date the assessment becomes due. The lien is effective against a unit at the time the assessment became due regardless of when within the two year period it is filed.

All sums assessed by an association but unpaid for the share of the common expenses chargeable to any unit constitutes a lien on the unit and on the undivided interest in the common elements appurtenant thereto prior to all other liens except:

A. Liens of general and specific taxes;
B. All sums unpaid on a first mortgage recorded prior to the making of the assessment;
C. Mechanics liens filed prior to the making of the assessment;
D. All sums unpaid on any mortgage loan made under Section 45.80 of the Wisconsin Statutes.

All common surpluses of the Association shall be credited to the unit owners assessments for common expenses with each unit having a pro rata share of said surpluses or shall be used for any other purposes as the Association decides.

16. PARTITION OF COMMON ELEMENTS PROHIBITED

There shall be no partition of the common areas and facilities and limited common areas through judicial proceedings or otherwise until this agreement 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 of said single units as between such co-owners. Ownership shall be limited to 4 or fewer co-owners as tenants in common or as joint tenants.

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

The percentage of the undivided interest in the common and limited common areas 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 his interest in the unit and his corresponding percentage of ownership in the common and limited common areas and facilities, it being the intention hereof 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 are hereby declared and granted for the benefit of the unit owners and the Association and reserved for the benefit of the Declarant for utility purposes, including the right to install, lay, maintain, repair and replace water mains and pipes, heating ducts and piping, sewer lines, gas mains, telephone wires and equipment, master television antenna system wires and equipment, cable television equipment, and electrical conduits and wires and equipment, including power transformers, over, under, along and on any part of the common areas and facilities.

18.2 PERMITS, LICENSES AND EASEMENTS. The Association shall have the right to grant permits, licenses and easements over the common areas for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance or operation of the property.

18.3 ENCROACHMENTS. In the event that by reason of the construction, reconstruction, settlement, or shifting of any building, or the design or construction of any unit, any part of the common areas and facilities, or limited common areas, 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 areas and facilities, or limited common areas, 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 containing such unit shall remain standing; 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 areas or facilities, or limited common areas, if such encroachments occurred due to the willful conduct of said owner or owners.

18.4 BINDING EFFECT. All easements and rights described herein are easements appurtenant, running with the land, and are subject to the reasonable control of the Association. All easements and rights described herein are granted and reserved to, and shall inure to the benefit of and be binding on, the undersigned, its successors and assigns, and on all unit owners, purchasers and mortgagees and their heirs, executors, administrators, successors and assigns. The Association shall have the authority to execute all documents necessary to carry out the intent of this Section 18.

19. FAILURE OF ASSOCIATION TO INSIST ON STRICT PERFORMANCE NOT 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 institute any action, shall not be construed as a waiver or a relinquishment for the future of such term, covenant, condition or restriction, 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.

20. AMENDMENTS TO DECLARATION

Except as otherwise provided by the Act, this declaration may be amended with the written consent of seventy-five percent (75%) of the unit owners and mortgagees. Copies of amendments shall be certified by the President and Secretary of the Association in a form with the Register of Deeds for Waukesha County and a copy of the amendment shall also be mailed or personally delivered to each unit owner at his address on file with the Association and to the City Clerk of the City of Brookfield.

21. VOLUNTARY TERMINATION OF CONDOMINIUM

Upon the written consent of all unit owners, all or any part of the property may be removed from the provisions of the Act by an instrument to that effect, duly recorded with the Register of Deeds for Waukesha County, provided that the holders of all liens affecting any of the units consent thereto or agree, in either case by instrument duly recorded with the Register of Deeds of Waukesha County, that their liens be transferred to the percentage of the undivided interest of the unit owner in the property. Upon removal of any property from the act, the property shall be deemed to be owned in common by the unit owners. The undivided interest in the property owned in common which appertains to each unit owner shall be the percentage of undivided interest previously owned by the owner in the common elements.

22. NOTICES

All notice and other documents required to be given by this Declaration or the By-Laws of the Association shall be sufficient if given to one (1) registered owner of a unit regardless of the number of owners who have an interest therein. Notices and other documents to be served upon Declarant shall be given to the Agent specified for receipt of process herein. All owners shall provide the Secretary of the Association with an address for the mailing or service of any notice or other documents and the Secretary shall be deemed to have discharged his duty with respect to the giving of notice by mailing it or having it delivered personally to such address as is on file with him.

23. FURTHER MATTERS

(A) All present and future owners of units, tenants of such owners and any other occupants of units, employees of owners, or any other persons that in any manner use or come upon the condominium or any part thereof shall be subject to and shall comply with the provisions of this Declaration, the Articles of Incorporation of the Association, and the By-Laws and rules and regulations adopted pursuant thereto, as these instruments may be amended from time to time. The acceptance of a deed or conveyance, or the entering into of a lease, or the entering into of occupancy of any unit shall constitute an acceptance of the provisions of such instruments, as they may be amended from time to time, by such owner, tenant or occupant. The provisions contained in such instrument shall be covenants running with the land and shall bind any person having at any time any interest or estate in such unit, as though such provisions were recited and fully stipulated in each deed, conveyance or lease thereof. The enforcement thereof may be by such judicial proceedings as the Board of Directors of the Association may deem appropriate, as well as by the provisions of the Condominium Ownership Act.

(B) The Declarants hereby reserve the right for a period of ten (10) years from date hereof to cause one or more of the units it owns to be maintained as a model unit and to display such models and the common areas of the condominium. The Declarant further reserves the right to maintain signs offering the sale of units in the condominium until all units are sold at which time "For Sale" or "For Lease" signs shall be prohibited.

(C) If entered into before the officers elected by the unit owners pursuant to the By-Laws take office, any management contract, lease of recreational or parking areas or facilities, any contract or lease to which a declarant or any person affiliated with the declarant is a party and any contract or lease which is not bona fide or which was not commercially reasonable to unit owners, when entered into under the circumstances then prevailing may be terminated by the Association or its Board of Directors at any time without penalty upon not less than ninety (90) days notice to the other party thereto.

24. SERVICE OF PROCESS

The person to receive service of process shall be Henry L. Bertram, 245 Regency Court, Waukesha, Wisconsin 53186, or such other person as may be designated from time to time by the Board of Directors of the Association, which designation shall be filed with the Register of Deeds of Waukesha County, Wisconsin.

25. 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.

26. CAPTIONS

The captions and section headings herein are inserted only as matters of convenience and for reference, and in no way define nor limit the scope or intent of the various provisions hereof.

27. SEVERABILITY

The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of the remaining portion of said provisions or of any other provision hereof.

28. CONFLICTS IN PROVISIONS

If there is any conflict between any provision and this Declaration and the provisions of the Condominium Plat or any provisions of the By-Laws, the provisions of this Declaration shall control. If there is any conflict between any provisions of any condominium instruments and any provisions of any By-Laws, the provisions of the condominium instruments shall control. If there is any conflict between any provisions of any condominium instruments or any provisions of any By-Laws and any provisions of Wisconsin Statutes Chapter 7Ø3, the provisions of Wisconsin Statutes Chapter 7Ø3 shall control.

29. HOMESTEAD

This is not homestead property.

IN WITNESS WHEREOF, the said Regency Development Corporation by its President, Henry L. Bertram and Secretary, Carol J. Bertram, have caused this Declaration to be executed at Brookfield, Wisconsin, this 17th day of October, 1988.

REGENCY DEVELOPMENT CORP.

By Henry L. Bertram
HENRY L. BERTRAM, PRESIDENT

By Carol J. Bertram
CAROL J. BERTRAM, SECRETARY

STATE OF WISCONSIN)
ss
WAUKESHA COUNTY)

On this 17th day of October, 1988, before me personally came Henry L. Bertram to me known to be the person described in and who executed the foregoing instrument and said person acknowledged that said person executed the same freely and voluntarily, for the uses and purposes therein expressed.

NOTARY PUBLIC
STEPHEN A. HARTMAN

Stephen A. Hartman
Notary Public, State of Wisconsin
My Commission: [illegible]

STATE OF WISCONSIN)
ss
WAUKESHA COUNTY)

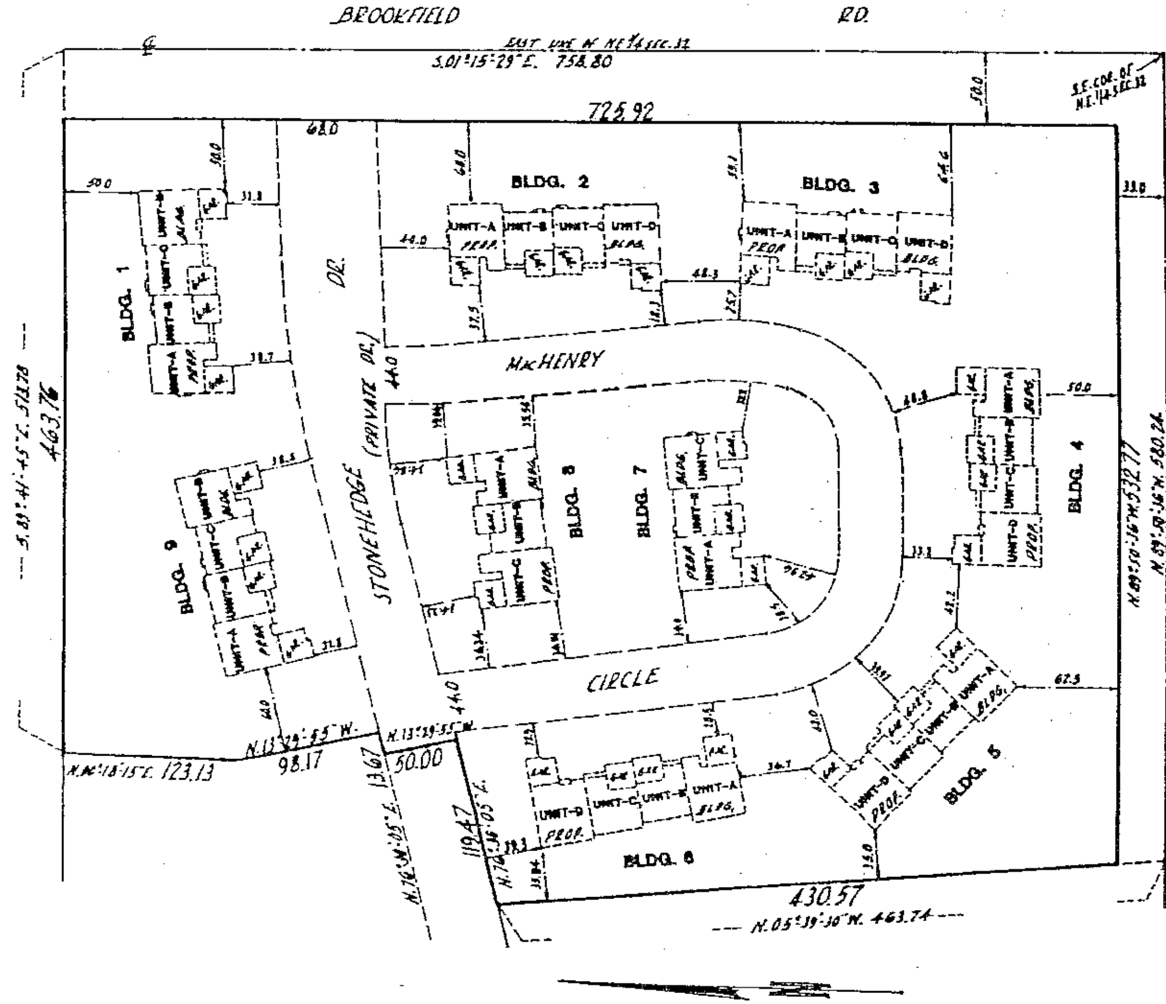
On this 17th day of October, 1988, before me personally came Carol J. Bertram to me known to be the person described in and who executed the foregoing instrument and said person acknowledged that said person executed the same freely and voluntarily, for the uses and purposes therein expressed.

NOTARY PUBLIC
STEPHEN A. HARTMAN

[illegible signature]
Notary Public, State of Wisconsin
My Commission: Permanent

This instrument was drafted by:

Attorney Stephen A. Hartman
TRAPP & HARTMAN, S.C.
14380 West Capitol Drive
Brookfield, Wisconsin 53005



CONDOMINIUM PLAT

PHEASANT RUN CONDOMINIUM HOMES

CITY OF BROOKFIELD, WAUKESHA COUNTY, WISCONSIN.

PHASE I

LEGAL DESCRIPTION

SITUATED ON BROOKFIELD ROAD, IN THE CITY OF BROOKFIELD, WISCONSIN. PARCEL ONE OF CERTIFIED SURVEY MAP NO. 5400, BEING A PART OF THE SW 1/4 AND THE SE 1/4 OF THE NE 1/4 OF SECTION 32, T 7 N, R 20 E, IN THE CITY OF BROOKFIELD, WAUKESHA COUNTY, WISCONSIN.

JULY 20, 1988

SURVEY NO. 15157-S-1

I, KENNETH E BERKE, DO HEREBY 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 CONDOMINIUM PLAT IS A CORRECT REPRESENTATION OF PHEASANT RUN CONDOMINIUM HOMES, A CONDOMINIUM AS PROPOSED AT THE DATE HEREOF, AND THE IDENTIFICATION AND PROPOSED LOCATION OF EACH UNIT AND THE COMMON ELEMENTS CAN BE DETERMINED FROM THE PLAT. THE COMMON ELEMENTS ARE DEFINED TO BE ALL OF THE CONDOMINIUM PROPERTY EXCEPT THE INDIVIDUAL UNITS DESCRIBED IN THIS PLAT. THE UNDERSIGNED SURVEYORS MAKES NO CERTIFICATION AS TO THE ACCURACY OF DIAGRAMMATIC FLOOR PLANS OF THE CONDOMINIUM BUILDING(S) AND UNITS CONTAINED IN THE PLAT OR THE APPROXIMATE DIMENSIONS OR FLOOR AREAS THEREOF.

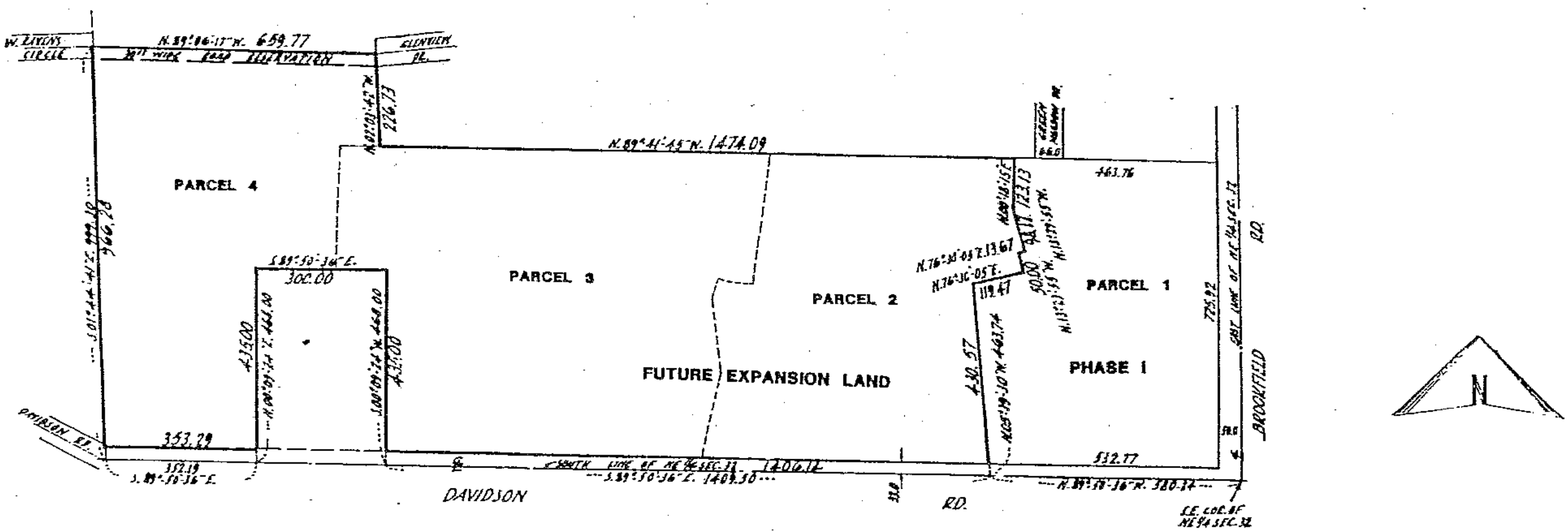
Kenneth E Berke (SEAL)
KENNETH E BERKE, REGISTERED
LAND SURVEYOR S107

PHEASANT RUN CONDOMINIUM HOMES
CITY OF BROOKFIELD, WAUKESHA COUNTY, WISCONSIN.
FUTURE EXPANSION LAND

SITUATED ON BROOKFIELD ROAD, IN THE CITY OF BROOKFIELD, WISCONSIN.
PARCELS 2, 3 AND 4 IN CERTIFIED SURVEY MAP NO 5400, BEING A PART OF THE SW 1/4 AND THE SE 1/4 OF THE NE 1/4 OF SECTION 32, T 7 N, R 20 E, IN THE CITY OF BROOKFIELD, WAUKESHA COUNTY, WISCONSIN.

JULY 20, 1988

SURVEY NO. 151557-S



R-1052 I-360

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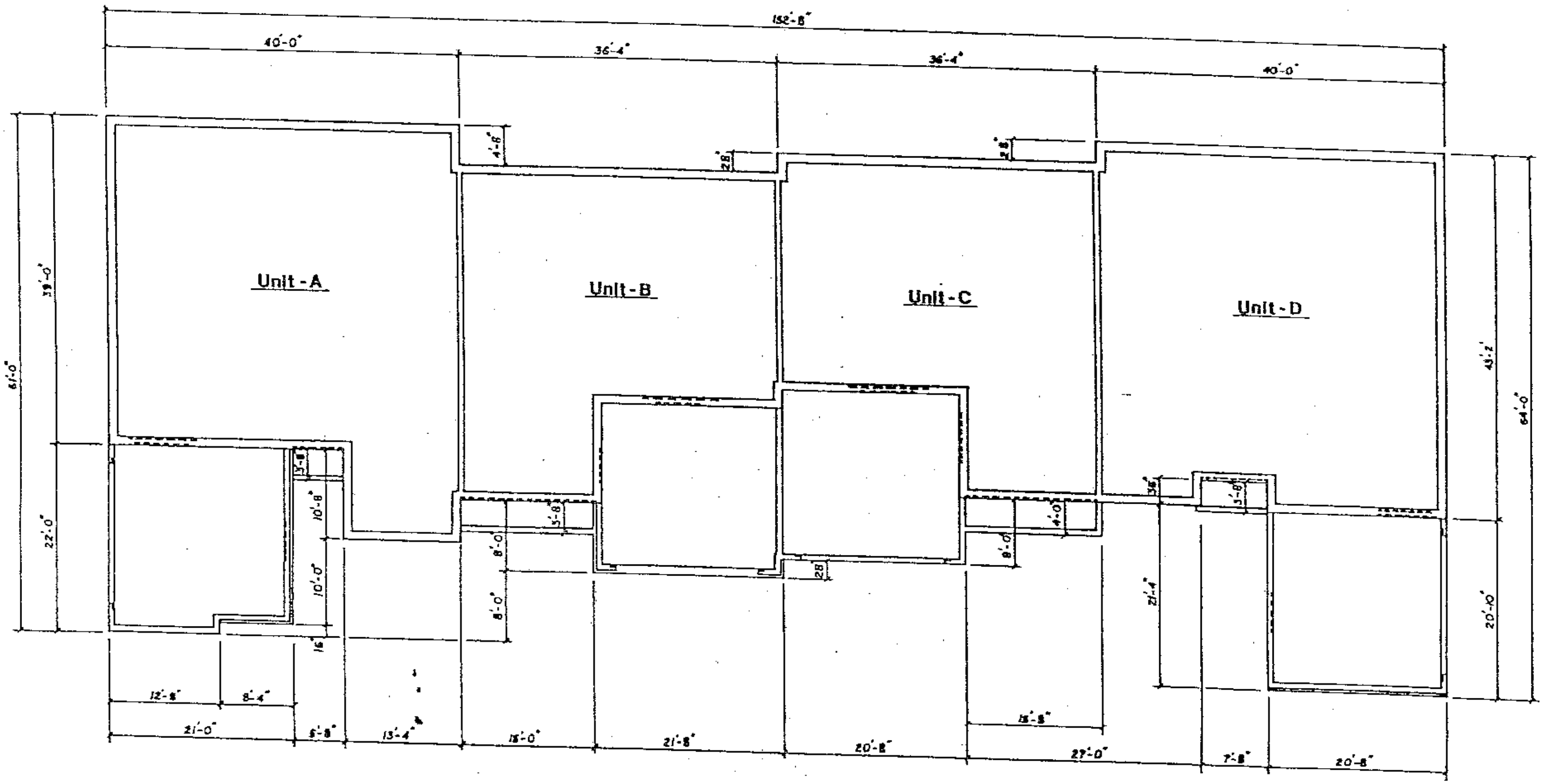
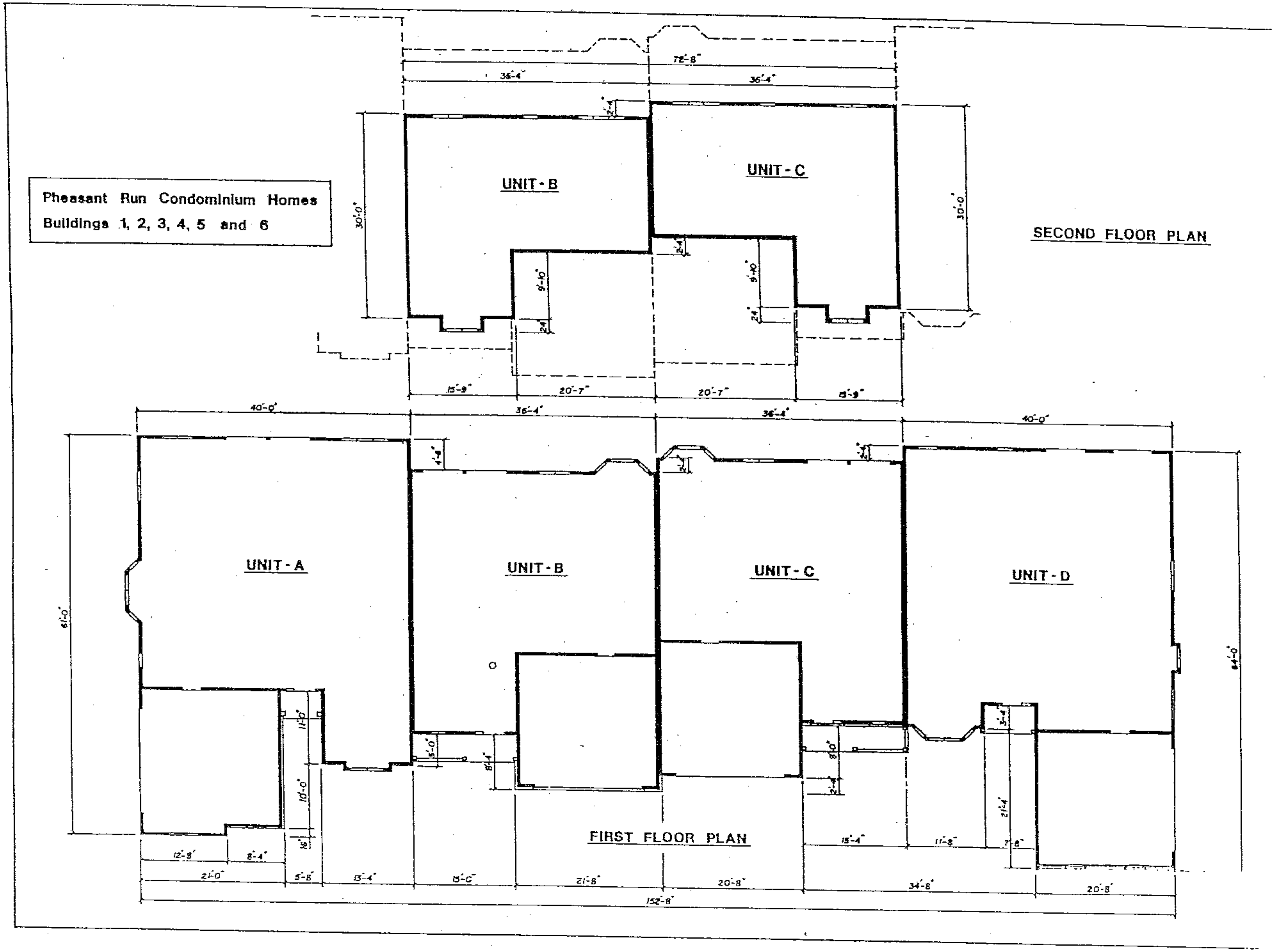


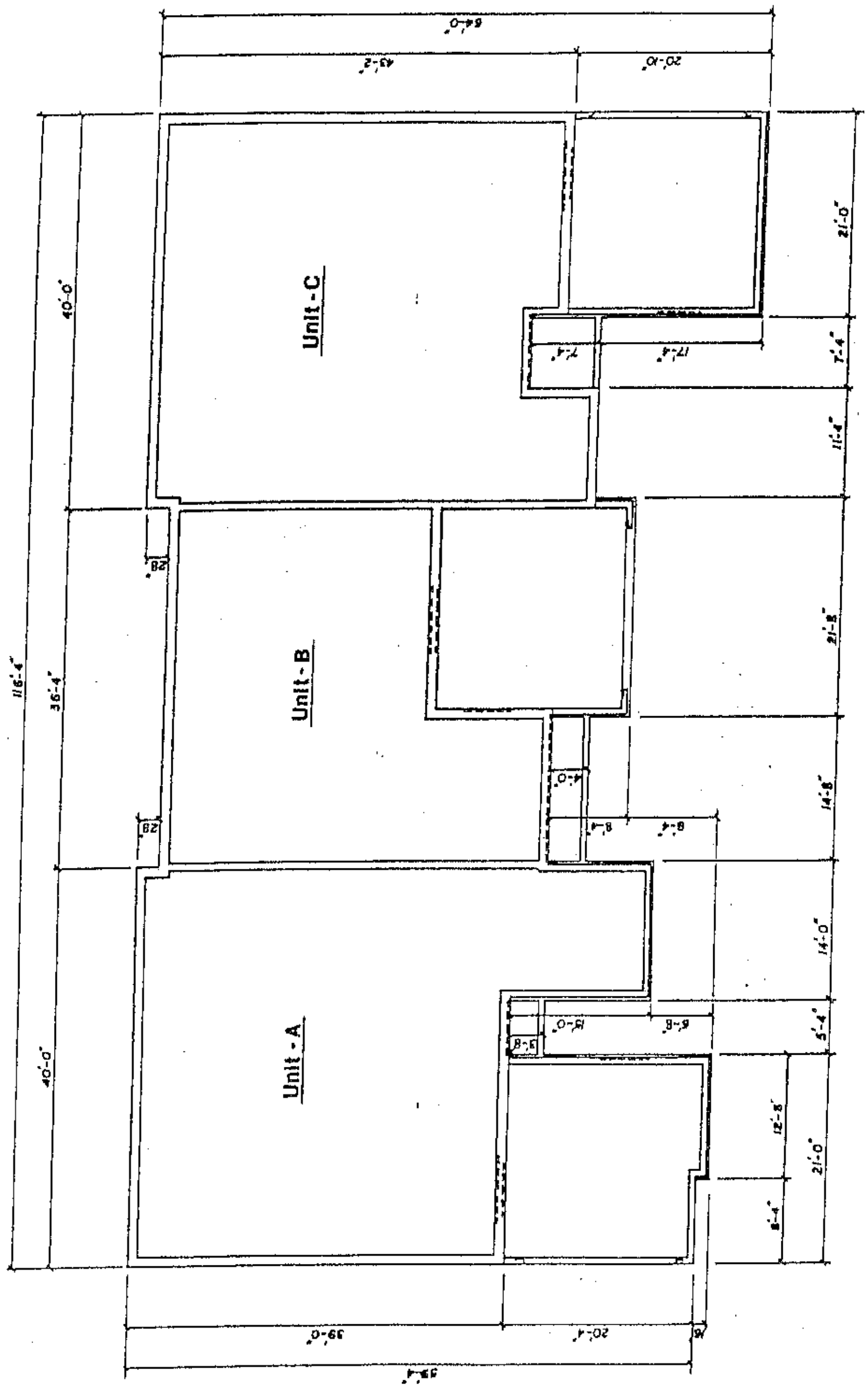
Basement Plan

Pheasant Run Condominium Homes
Buildings 1, 2, 3, 4, 5 and 6

Pheasant Run Condominium Homes

Buildings 1, 2, 3, 4, 5 and 6

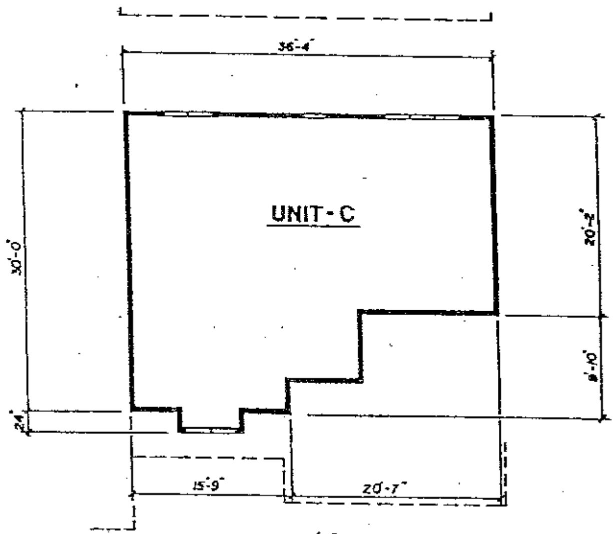




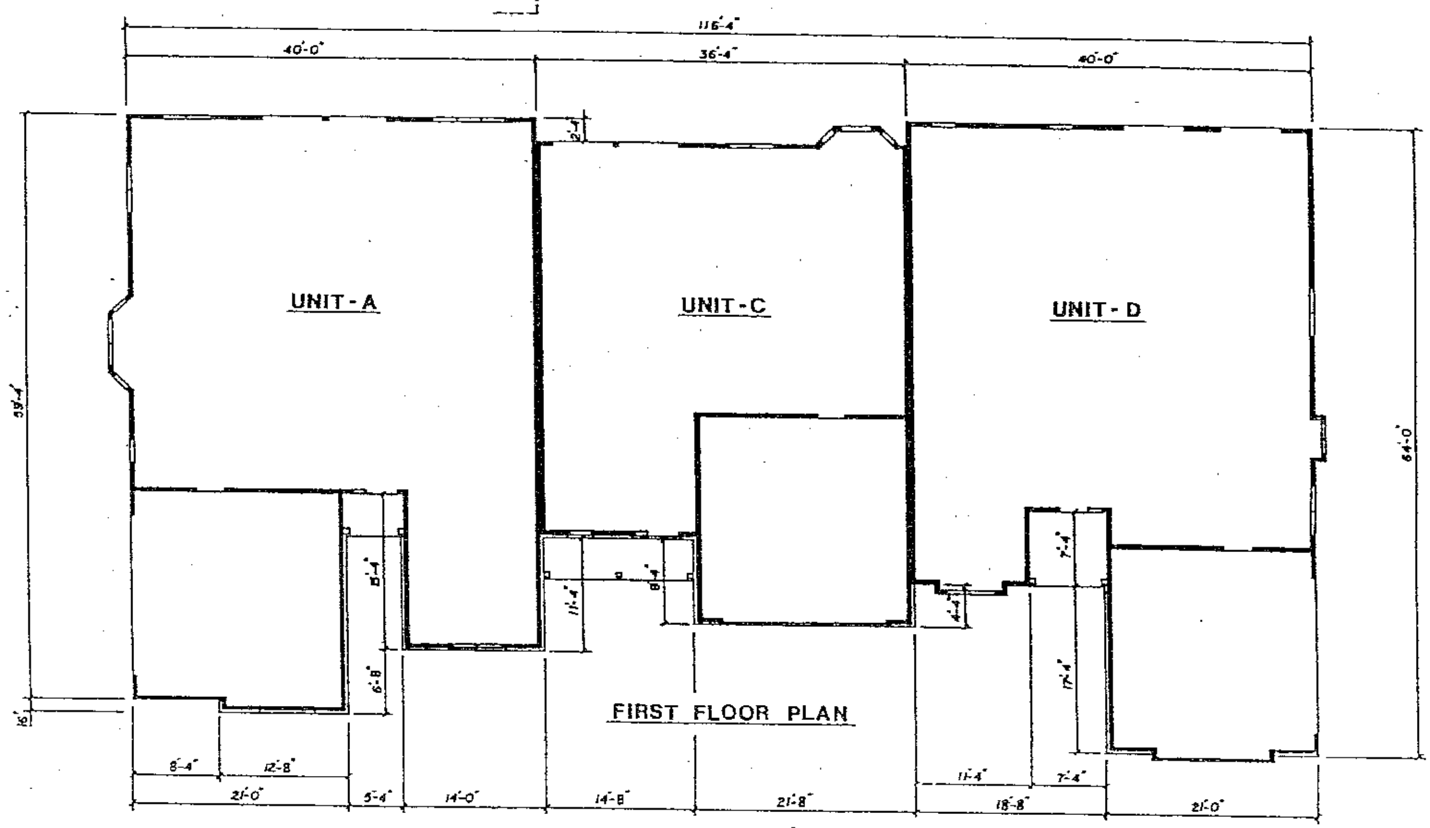
Basement Plan

Pheasant Run Condominium Homes
Buildings 7 and 8

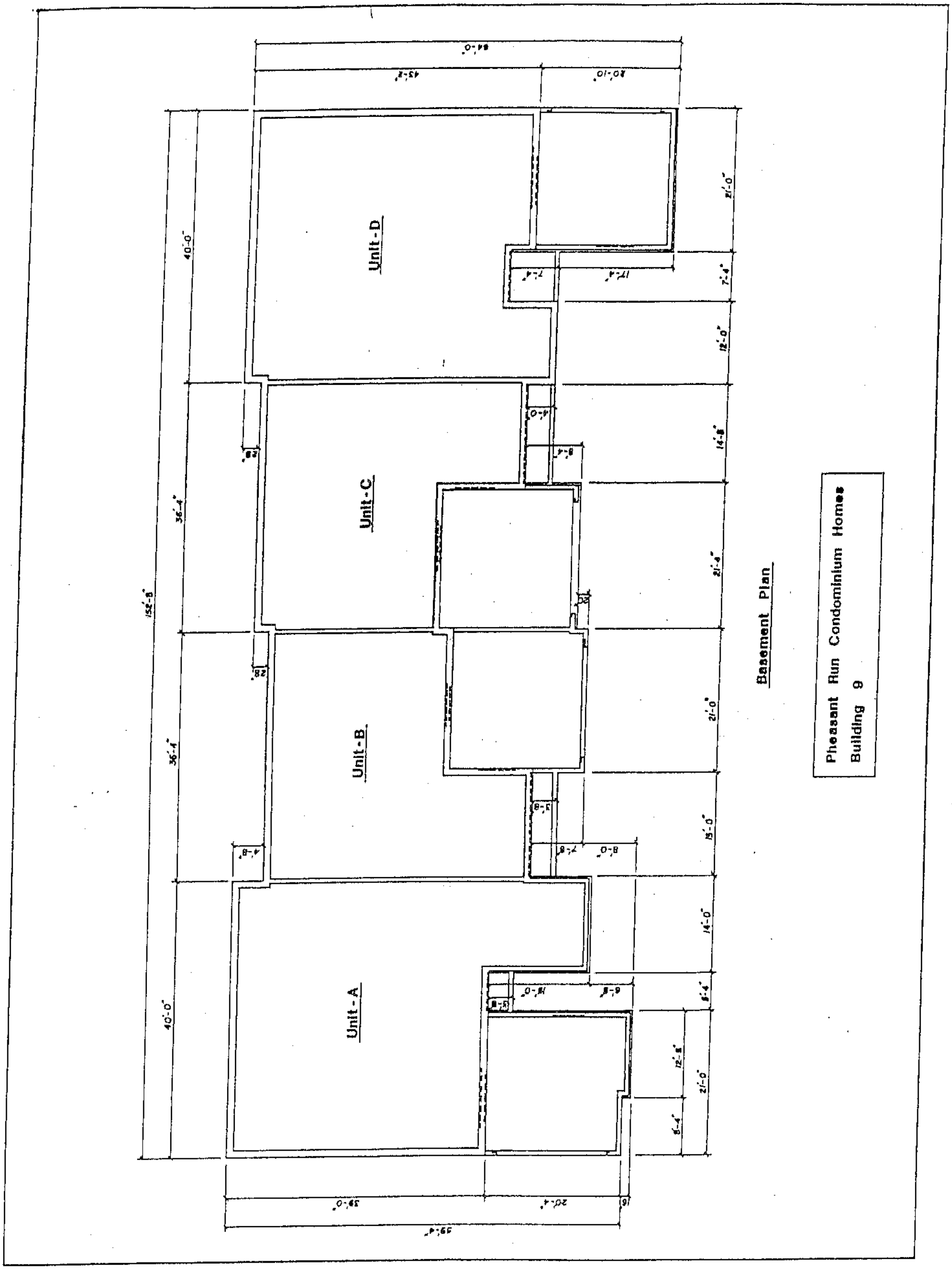
Pheasant Run Condominium Homes
Buildings 7 and 8



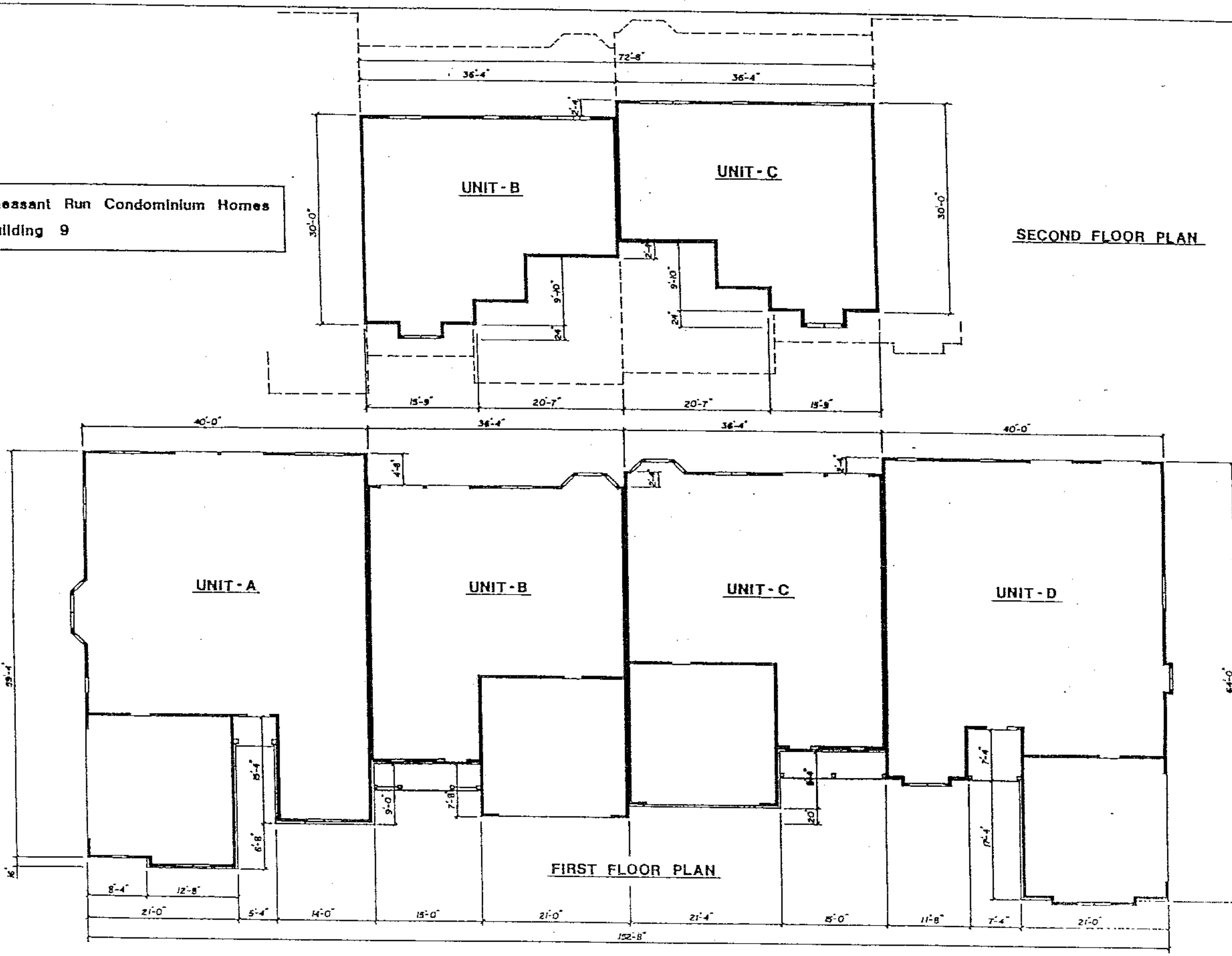
SECOND FLOOR PLAN



FIRST FLOOR PLAN


Unit - D
Unit - C
Unit - B
Unit - A
Basement Plan
Pheasant Run Condominium Homes
Building 9

Pheasant Run Condominium Homes
Building 9



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II. BY-LAWS

1609522

REGISTER OF DEEDS WAUKESHA COUNTY, WIS.

1990 AUG 28 AM 11:21

REEL 1232 IMAGE 0146

FIRST AMENDMENT

TO

CONDOMINIUM DECLARATIONS

1609522

OF

CONDITIONS, COVENANTS, RESTRICTIONS AND EASEMENTS

FOR

PHEASANT RUN CONDOMINIUM HOMES

This Amendment is made pursuant to the Unit Ownership Act of the State of Wisconsin, Chapter 703 of Wisconsin Statutes, (hereinafter referred to as the "Act") this 19th day of March, 1990, by Regency Development Corp. by Henry L. Bertram, President and Carol J. Bertram, Secretary, (hereinafter referred as "Declarant").

WHEREAS, the Declarant on the 17th day of October, 1988, created Pheasant Run Condominium Homes, pursuant to the Condominium Declarations of Conditions, Covenants, Restrictions and Easements for Pheasant Run Condominium Homes, which were recorded in the Office of the Register of Deeds for Waukesha County on the 18th day of October, 1988, as Document No. 1506212, and

WHEREAS, the Declarant is desirous of amending said Condominium Declarations,

NOW, THEREFORE, the Condominium Declarations of Conditions, Covenants, Restrictions and Easements for Pheasant Run Condominium Homes are amended as follows:

1. LEGAL DESCRIPTION. The following described real estate is subject to the provisions of this Declaration:

> Parcel 1 of Certified Survey Map No. 6109, recorded March 19, 1990, in Volume 50 of Certified Survey Maps on Pages 155 to 158 inclusive as Document No. 1582370, being a re-division of Parcels 1, 2 and 3 of Certified Survey Map No. 5400, being a part of the Southwest 1/4 and the Southeast 1/4 of the North-east 1/4 of Section 32, Town 7 North, Range 20 East, in the City of Brookfield, County of Waukesha, State of Wisconsin.

2. PARCELS WHICH MAY BE ADDED TO THE CONDOMINIUM. The real estate which the Declarant reserves the right to submit and subject as

additional parcel or parcels of real estate to this condominium are as follows:

> Parcel 2 of Certified Survey Map No. 6109, recorded March 19, 1990, in Volume 50 of Certified Survey Maps on Pages 155 to 158 inclusive as Document No. 1582370, being a re-division of Parcels 1, 2 and 3 of Certified Survey Map No. 5400, being a part of the Southwest 1/4 and the Southeast 1/4 of the Northeast 1/4 of Section 32, Town 7 North, Range 20 East, in the City of Brookfield, County of Waukesha, State of Wisconsin.
>
> Parcel 4 of Certified Survey Map No. 5400 recorded December 21, 1987, in Volume 43 of Certified Survey Maps on Pages 252-256 inclusive, as Document No. 1461313, being a part of the Southwest 1/4 and the Southeast 1/4 of the Northeast 1/4 of Section 32, Town 7 North, Range 20 East, in the City of Brookfield, County of Waukesha, State of Wisconsin.

3. DESCRIPTION AND LOCATION OF BUILDINGS

There shall be twenty-one (21) buildings constructed on the real estate described in Paragraph 1, which buildings shall contain a total of seventy-six (76) units. There shall be thirteen (13) buildings of four (4) units each which consist of ranch and townhouse units. The end units of each of these buildings shall contain a basement and one level of living space, with attached two car garage, the middle units shall consist of a basement and two levels of living space, with attached two car garage. The entrance to the attached two car garage for the end units may either be front entry or side entry depending on the terrain and access availability. There shall be eight (8) buildings of three (3) units each which consist of ranch and townhouse units. The end units of each of these buildings shall contain a basement and one level of each of these building shall contain a basement and one level of living space with attached two car garage. The middle unit shall consist of a basement and two levels of living space, with attached two car garage. The entrance to the attached two car garage for the end units may either be front entry or side entry depending on the terrain and access availability. The Declarants shall have the right to subject an additional one hundred six (106) units to this Condominium Declaration by constructing an additional thirty-seven (37) buildings on the real estate described in Paragraph 2 of this Amendment.

Enlargement of the condominium is at the discretion of the Declarant and there is no obligation or commitment on the part of the Declarant, nor are unit owners given any rights, to add any property or construct any additional units as a part of the original condominium. The Declarant may develop a portion only and not all of the additional property and units as specified in Paragraph 2 of this Amendment. The principal materials of which the buildings are to be constructed are poured concrete foundation, poured concrete or concrete block basement walls, wood frame construction, and cedar and veneered brick exterior. Complete construction details are contained in working plans and drawings available for inspection at the office of the Declarant. The buildings are to be located on the real estate as indicated in the Survey marked Exhibit "A" attached hereto and made a part of this Declaration. The buildings and units are more fully described in the building and floor plans attached hereto as Exhibit "B" and made a part hereof. Declarant shall have the right to amend this Declaration at its sole discretion for the purpose of recording a plat of survey or plans depicting the lay-out, location, unit numbers and dimensions of the buildings and units as finally located and erected. Declarant reserves the right, subject to approval of the City of Brookfield, to change the layout and dimensions of the buildings and units shown in Exhibit "B" which are not presently constructed, provided that such changes will not substantially alter the nature and quality of the buildings and units.

4. NUMBER AND IDENTIFICATION OF UNITS

4.1 NUMBER. There shall initially be a total of seventy-six (76) condominium units in Pheasant Run Condominium Homes. There may be as many as one hundred eighty-two (182) units in Pheasant Run Condominium Homes.

4.2 IDENTIFICATION. A unit is that part of a building intended for individual, private use, comprised of one or more cubicles of air at one or more levels of space having outer boundaries formed by the interior surfaces of the perimeter walls, floors, ceilings, windows, window frames, doors and door frames of the buildings, as said boundaries are shown on the building and floor plans attached hereto as Exhibit "B", together with all fixtures and improvements therein contained.

The units are designated by identifying numbers, their location, immediate common areas to which the units have access and further details identifying and describing the units are as set forth in Exhibit "B" attached hereto. The post office address of the units are as follows:

Building 1 - 18850 Stonehedge Drive
Building 2 - 610 MacHenry Circle
Building 3 - 650 MacHenry Circle
Building 4 - 665 MacHenry Circle
Building 5 - 655 MacHenry Circle
Building 6 - 615 MacHenry Circle
Building 7 - 640 MacHenry Circle
Building 8 - 18905 Stonehedge Drive
Building 9 - 18910 Stonehedge Drive
Building 10 - 18980 Stonehedge Drive
Building 11 - 19020 Stonehedge Drive
Building 12 - 19070 Stonehedge Drive
Building 13 - 19110 Stonehedge Drive
Building 14 - 620 Willowick Court
Building 15 - 670 Willowick Court
Building 16 - 675 Willowick Court
Building 17 - 625 Willowick Court

Building 18 - 630 McNally Lane
Building 19 - 680 McNally Lane
Building 20 - 685 McNally Lane
Building 21 - 635 McNally Lane

5. PERCENTAGE OF OWNERSHIP IN COMMON AREAS AND FACILITIES

Each unit owner shall own an undivided interest in the common areas and facilities and Limited Common Areas as a tenant in common with all other unit owners and, except as otherwise limited in this Declaration shall have the right to use and occupy the common areas and facilities in Limited Common Areas for all purposes incident to the use and occupancy of his unit as a place of residence, and such other incidental uses permitted by this Declaration, which right shall be appurtenant to and run with his unit. The percentage of such undivided interest in the common areas and facilities and Limited Common Areas appertaining to each unit and its owner shall be as follows:

Building 1, Unit A	1.2500%
Building 1, Unit B	1.3333%
Building 1, Unit C	1.3333%
Building 1, Unit D	1.2500%
Building 2, Unit A	1.2500%
Building 2, Unit B	1.3333%
Building 2, Unit C	1.3333%
Building 2, Unit C	1.2500%
Building 3, Unit A	1.2500%
Building 3, Unit B	1.3333%
Building 3, Unit C	1.3333%
Building 3, Unit D	1.2500%
Building 4, Unit A	1.2500%
Building 4, Unit B	1.3333%
Building 4, Unit C	1.4167%
Building 4, Unit D	1.2500%
Building 5, Unit A	1.2500%
Building 5, Unit B	1.3333%
Building 5, Unit C	1.4167%
Building 5, Unit D	1.2500%
Building 6, Unit A	1.2500%
Building 6, Unit B	1.3333%
Building 6, Unit C	1.3333%
Building 6, Unit D	1.2500%
Building 7, Unit A	1.2500%
Building 7, Unit B	1.3333%
Building 7, Unit C	1.2500%
Building 8, Unit A	1.2500%
Building 8, Unit B	1.3333%
Building 8, Unit C	1.2500%
Building 9, Unit A	1.2500%
Building 9, Unit B	1.3333%
Building 9, Unit C	1.3333%
Building 9, Unit D	1.2500%
Building 10, Unit A	1.2500%
Building 10, Unit B	1.4167%
Building 10, Unit C	1.4167%
Building 10, Unit D	1.2500%
Building 11, Unit A	1.2500%
Building 11, Unit B	1.4167%
Building 11, Unit C	1.4167%
Building 11, Unit D	1.2500%
Building 12, Unit A	1.2500%
Building 12, Unit B	1.4167%
Building 12, Unit C	1.4167%
Building 12, Unit D	1.2500%
Building 13, Unit A	1.2500%
Building 13, Unit B	1.4167%
Building 13, Unit C	1.4167%
Building 13, Unit D	1.2500%
Building 14, Unit A	1.2500%
Building 14, Unit B	1.5000%
Building 14, Unit C	1.2500%

Building 15, Unit A	1.2500%	Building 16, Unit A	1.2500%		
Building 15, Unit B	1.5000%	Building 16, Unit B	1.5000%		
Building 15, Unit C	1.2500%	Building 16, Unit C	1.2500%		
Building 17, Unit A	1.2500%	Building 18, Unit A	1.2500%		
Building 17, Unit B	1.5000%	Building 18, Unit B	1.4167%		
Building 17, Unit C	1.2500%	Building 18, Unit C	1.4167%		
		Building 18, Unit D	1.2500%		
Building 19, Unit A	1.2500%	Building 20, Unit A	1.2500%		
Building 19, Unit B	1.5000%	Building 20, Unit B	1.5000%		
Building 19, Unit C	1.2500%	Building 20, Unit C	1.2500%		
Building 21, Unit A	1.2500%				
Building 21, Unit B	1.4167%				
Building 21, Unit C	1.4167%				
Building 21, Unit D	1.2500%				

With each phase of development, the percentage of such undivided interest in the common areas and the facilities and limited common areas appertaining to each unit shall change. Any owner or mortgagee gaining an interest in any unit, prior to completion of all intended phases, consents to the automatic reduction and alteration of this percentage as may be determined, from time to time.

The common surpluses and expenses of the property shall be established and shared among the unit owners with each unit sharing a one/seventy-sixth (1/76th) interest therein. The percentage of common surpluses and expenses for each unit shall be determined by the creation of a fraction the numerator of which shall be one (1) and the denominator of which shall be the total number of units constructed on the date of calculating this percentage. With each phase of development, the percentage of common surpluses and expenses shall change accordingly. Any owner or mortgagee gaining an interest in any unit, prior to completion of all intended phases, consents to the automatic reduction and alteration of this fraction as may be determined, from time to time, using the aforementioned formula.

6. LIABILITY FOR COMMON EXPENSES

The costs of administration of the Association, insurance, repair, maintenance and other expenses of the common areas and facilities and limited common areas, and the common services provided to the unit owners, including municipal water and sewer service, shall be paid for by the Association. The Association shall make assessments against the unit owners, as well as the units themselves for such common expenses and for the creation of reserves for the payment of future common expenses with each unit sharing a one/seventy-sixth (1/76th) share of said assessments. The percentage liability for common expenses and the right to common surpluses for each unit owner shall be determined by the creation of a fraction the numerator of which shall be one (1) and the denominator of which shall be the total number of units constructed on the date of calculating this percentage.

With each phase of development, the percentage shall change accordingly. It being the intent of the Declarant that the value shall initially be, after construction of the initial phase, one/seventy-sixth (1/76th) per unit, and upon the conclusion of the total envisioned project, the percentage shall be 1/182nd value to each unit. Any unit owner or mortgagee gaining an interest in any unit, prior to completion of all intended phases, consents to the automatic alteration of this fraction, from time to time, using the aforementioned formula.

No unit owner may exempt himself or his unit ownership from liability for his contribution toward the common expenses by waiver of the use or enjoyment of any other common or limited common areas and facilities or services or by the abandonment of his unit.

A unit owner shall be liable for all assessments, or installments thereof, coming due while owning a unit. In a voluntary grant, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor for his or her share of the common expenses up to the time of the voluntary grant for which a statement of condominium lien is recorded, without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee for such assessments.

All common expenses and assessments, when due, shall immediately become a personal debt of the unit owner and also a lien, against the unit to which the charges are assessed, until paid, if a statement of lien is filed within two years after the date the assessment becomes due. The lien is effective against a unit at the time the assessment became due regardless of when within the two year period it is filed.

All sums assessed by an association but unpaid for the share of the common expenses chargeable to any unit constitutes a lien on the unit and on the undivided interest in the common elements appurtenant thereto prior to all other liens except:

A. Liens of general and specific taxes;
B. All sums unpaid on a first mortgage recorded prior to the making of the assessment;
C. Mechanics liens filed prior to the making of the assessment;
D. All sums unpaid on any mortgage loan made under Section 45.80 of the Wisconsin Statutes.

All common surpluses of the Association shall be credited to the unit owners assessments for common expenses with each unit having a pro rata share of said surpluses or shall be used for any other purposes as the Association decides.

7. CONDOMINIUM DOCUMENTATION

The following paragraph is added:

9.4 CONDOMINIUM DOCUMENTATION. The Association shall be required to make available to unit owners, lenders and the holders and insurers of the first mortgage on any unit, current copies of the Declaration, By-Laws and other rules governing the condominium, and other books, records and financial statements of the Association. The Association shall be required to make available to prospective purchasers current copies of the Declaration, By-Laws, and other rules governing the condominium, and the most recent annual audited financial statement, if such is prepared. Upon written request from any of the agencies or corporations which has an interest or prospective interest in the Condominium, the Association shall be required to prepare and furnish within a reasonable time a financial statement of the Association for the immediately preceding fiscal year.

8. ENTRY FOR REPAIRS

Paragraph 10.4 of the Condominium Declarations shall be deleted in its entirety, and the following new Paragraph 10.4 shall be substituted:

10.4 ENTRY FOR REPAIRS. The Association may enter any unit at reasonable times and under reasonable conditions when necessary in connection with any maintenance, construction or repair of public utilities and for any other matters for which the Association is responsible. Such entry shall be made with prior notice to the owners and with as little inconvenience to the owners as practical, and any damage caused thereby shall be repaired by the Association and treated as a common expense. The Association shall be granted a right of entry upon unit premises and any limited common elements to effect emergency repairs.

9. AMENDMENTS TO DECLARATIONS

Paragraph 20 of the Condominium Declarations shall be deleted in its entirety, and the following new Paragraph 20 shall be substituted:

20. AMENDMENTS TO DECLARATION

Except as otherwise provided by the Act, this Declaration may be amended with the written consent of at least sixty-seven percent (67%) of the unit owners. A unit owner's written consent is not effective unless it is approved by the mortgagee of the unit, if any. Copies of amendments shall be certified by the President and Secretary of the Association in a form acceptable with the Register of Deeds for Waukesha County and a copy of the amendment shall also be mailed or personally delivered to each unit owner at his address on file with the Association and to the City Clerk of the City of Brookfield.

10. Paragraph 22 of the Condominium Declarations shall be deleted in its entirety, and the following Paragraph 22 shall be substituted:

22. NOTICES

22.1. NOTICES TO UNIT OWNERS. All notice and other documents required to be given by this Declaration or the By-Laws of the Association shall be sufficient if given to one (1) registered owner of a unit regardless of the number of owners who have an interest therein. All owners shall provide the Secretary of the Association with an address for the mailing or service of any notice or other documents and the Secretary shall be deemed to have discharged his duty with respect to the giving of notice by mailing it or having it delivered personally to such address as is on file with him.

22.2. NOTICES TO FIRST LIEN HOLDERS. A holder, insurer or guarantor of a first mortgage, upon written request to the Association will be entitled to timely written notice of:

A. Any proposed amendment of the Condominium Declaration affecting a change in (1) the boundaries of any unit or the exclusive easement rights appertaining thereto, (2) the interest in the general or limited common elements appertaining to any unit or the liability for common expenses appertaining thereto, (3) the number of votes in the Association appertaining to any unit, or (4) the purposes to which any unit or the common elements are restricted;

B. Any proposed termination of the Condominium regime;

C. Any condemnation loss or any casualty loss which affects a material portion of the Condominium or which affects any unit on which there is a first mortgage held, insured or guaranteed by such eligible holder;

D. Any delinquency in the payment of assessments or charges owed by an owner of a unit subject to the mortgage of such eligible holder, insurer or guarantor, where such delinquency has continued for a period of sixty (60) days;

E. Any lapse, cancellation or material modification of any insurance policy maintained by the Association.

11. HOMESTEAD

This is not homestead property.

IN WITNESS WHEREOF, the said Regency Development Corporation by its President, Henry L. Bertram and Secretary, Carol J. Bertram, have caused this Declaration to be executed at Brookfield, Wisconsin, this 19th day of March, 1990.

REGENCY DEVELOPMENT CORP.

By Henry L Bertram
HENRY L. BERTRAM, PRESIDENT

By Carol J. Bertram
CAROL J. BERTRAM, SECRETARY

STATE OF WISCONSIN)
WAUKESHA COUNTY) ss

On this 19th day of March, 1990, before me personally came Henry L. Bertram to me known to be the person described in and who executed the foregoing instrument and said person acknowledged that said person executed the same freely and voluntarily, for the uses and purposes therein expressed.

Kimberly M. Marak
Notary Public, State of Wisconsin
My Commission: July 25, 1993

STATE OF WISCONSIN)
WAUKESHA COUNTY) ss

On this 19th day of March, 1990, before me personally came Carol J. Bertram to me known to be the person described in and who executed the foregoing instrument and said person acknowledged that said person executed the same freely and voluntarily, for the uses and purposes therein expressed.

Kimberly M. Marak
Notary Public, State of Wisconsin
My Commission: July 25, 1993

This instrument was drafted by:
Attorney Stephen A. Hartman
TRAPP & HARTMAN, S.C.
14380 West Capitol Drive
Brookfield, Wisconsin 53005

1232 156

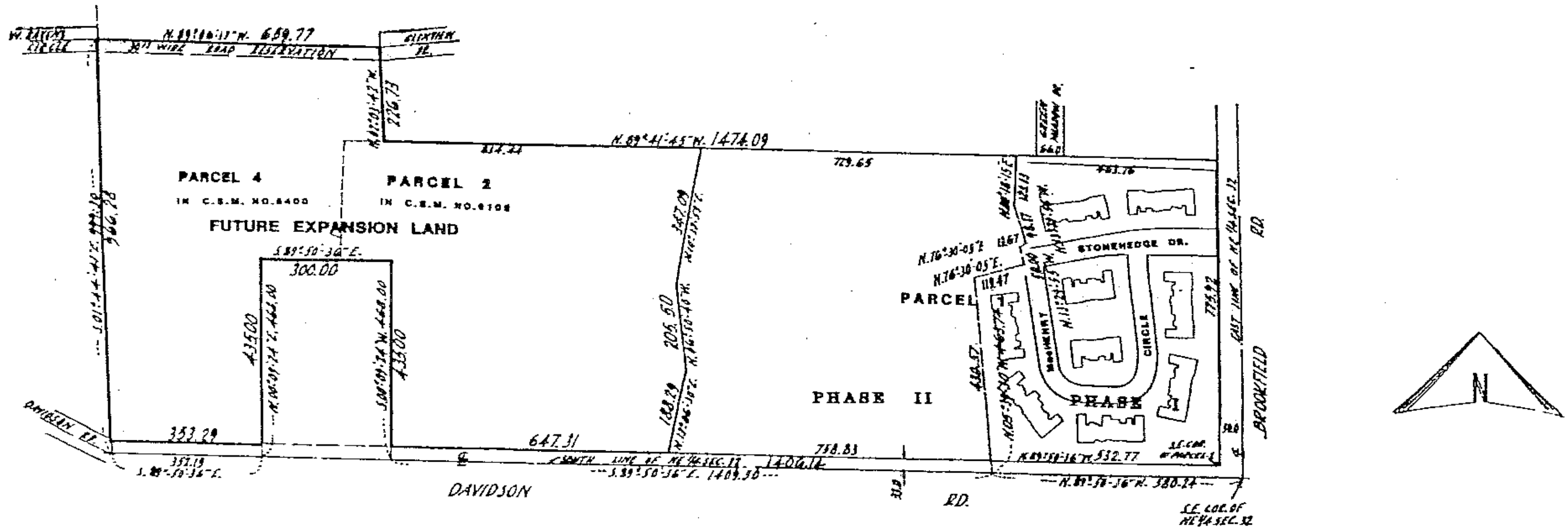
PHEASANT RUN CONDOMINIUM HOMES

CITY OF BROOKFIELD, WAUKESHA COUNTY, WISCONSIN.

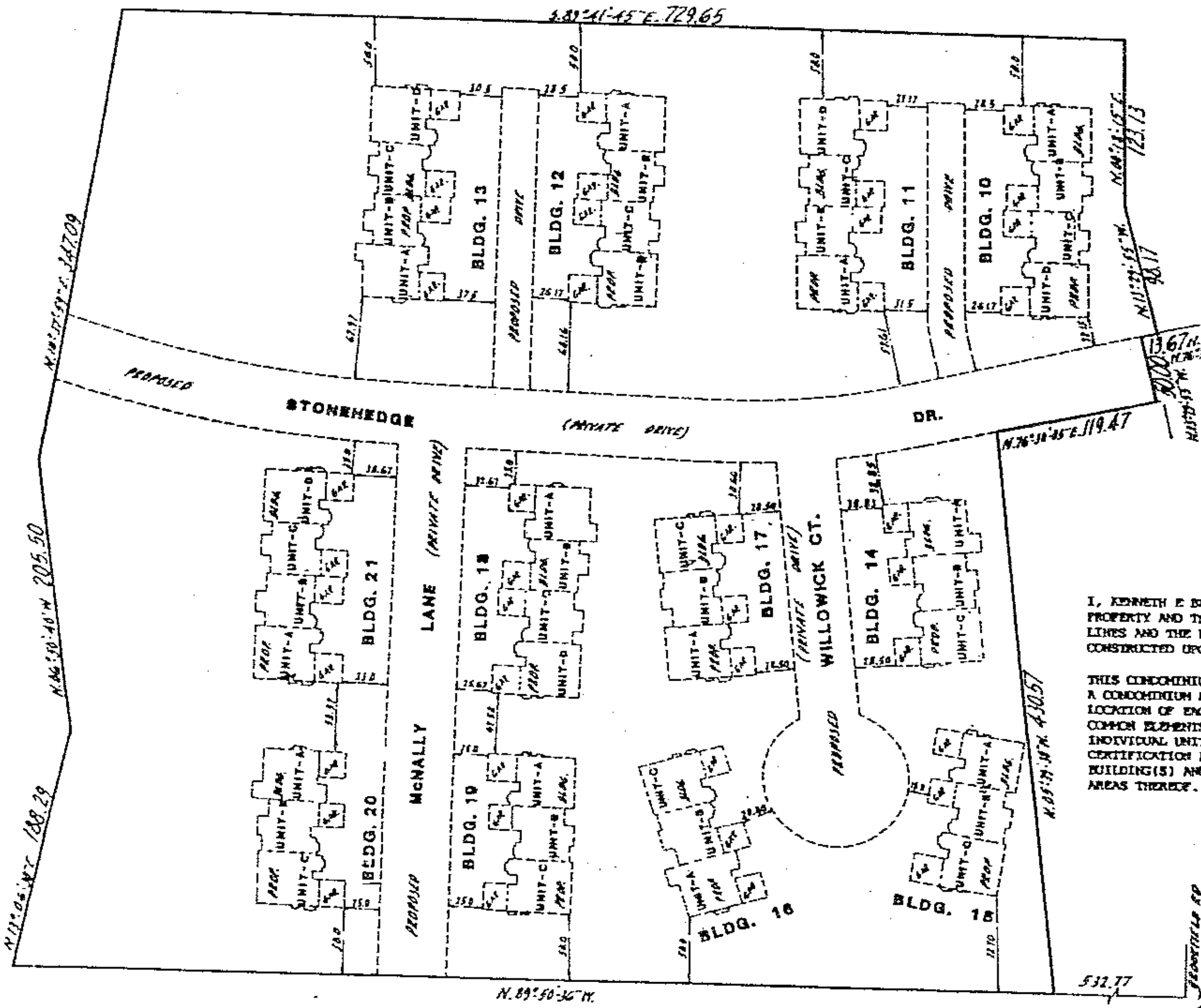
FUTURE EXPANSION LAND

LEGAL DESCRIPTION

PARCEL 4 OF CERTIFIED SURVEY MAP NO. 5400, BEING A PART OF THE SW 1/4 AND THE SE 1/4 OF THE NE 1/4 OF SECTION 32, T 7 N, R 20 E, IN THE CITY OF BROOKFIELD, WAUKESHA COUNTY, WISCONSIN. ALSO PARCEL 2 IN CERTIFIED SURVEY MAP NO. 6109 BEING A REDIVISION OF PARCELS 1, 2 AND 3 OF CERTIFIED SURVEY MAP NO. 5400, BEING A PART OF THE SW 1/4 AND THE SE 1/4 OF THE NE 1/4 OF SECTION 32, T 7 N, R 20 E, IN THE CITY OF BROOKFIELD, WAUKESHA COUNTY, WISCONSIN.



CONDOMINIUM PLAT
PHEASANT RUN CONDOMINIUM HOMES
CITY OF BROOKFIELD, WAUKESHA COUNTY, WISCONSIN.



PHASE II
LEGAL DESCRIPTION

THAT PART OF PARCEL 1 IN CERTIFIED SURVEY MAP NO. 6109, BEING A REDIVISION OF PARCELS 1, 2 AND 3 OF CERTIFIED SURVEY MAP NO. 5400, BEING A PART OF THE SW 1/4 AND THE SE 1/4 OF THE NE 1/4 OF SECTION 32, T 7 N, R 20 E, IN THE CITY OF BROOKFIELD, WAUKESHA COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHEAST CORNER OF SAID PARCEL 1;
THENCE NORTH 89° 50' 36" WEST 532.77 FT. TO THE POINT OF BEGINNING OF THE LAND TO BE DESCRIBED;
CONTINUING THENCE NORTH 89° 50' 36" WEST 758.83 FT. TO A POINT;
THENCE NORTH 13° 04' 30" EAST 188.29 FT. TO A POINT;
THENCE NORTH 86° 50' 40" WEST 205.50 FT. TO A POINT;
THENCE NORTH 10° 37' 59" EAST 347.09 FT. TO A POINT;
THENCE SOUTH 89° 41' 45" EAST 729.65 FT. TO A POINT;
THENCE SOUTH 00° 18' 15" WEST 123.13 FT. TO A POINT;
THENCE SOUTH 13° 29' 55" EAST 98.17 FT. TO A POINT;
THENCE SOUTH 76° 30' 05" WEST 13.67 FT. TO A POINT;
THENCE SOUTH 13° 29' 55" EAST 50.00 FT. TO A POINT;
THENCE SOUTH 76° 30' 05" WEST 119.47 FT. TO A POINT;
THENCE SOUTH 05° 39' 30" EAST 430.57 FT. TO THE POINT OF BEGINNING.

MARCH 20 1990

SURVEY NO. 153400-8-2

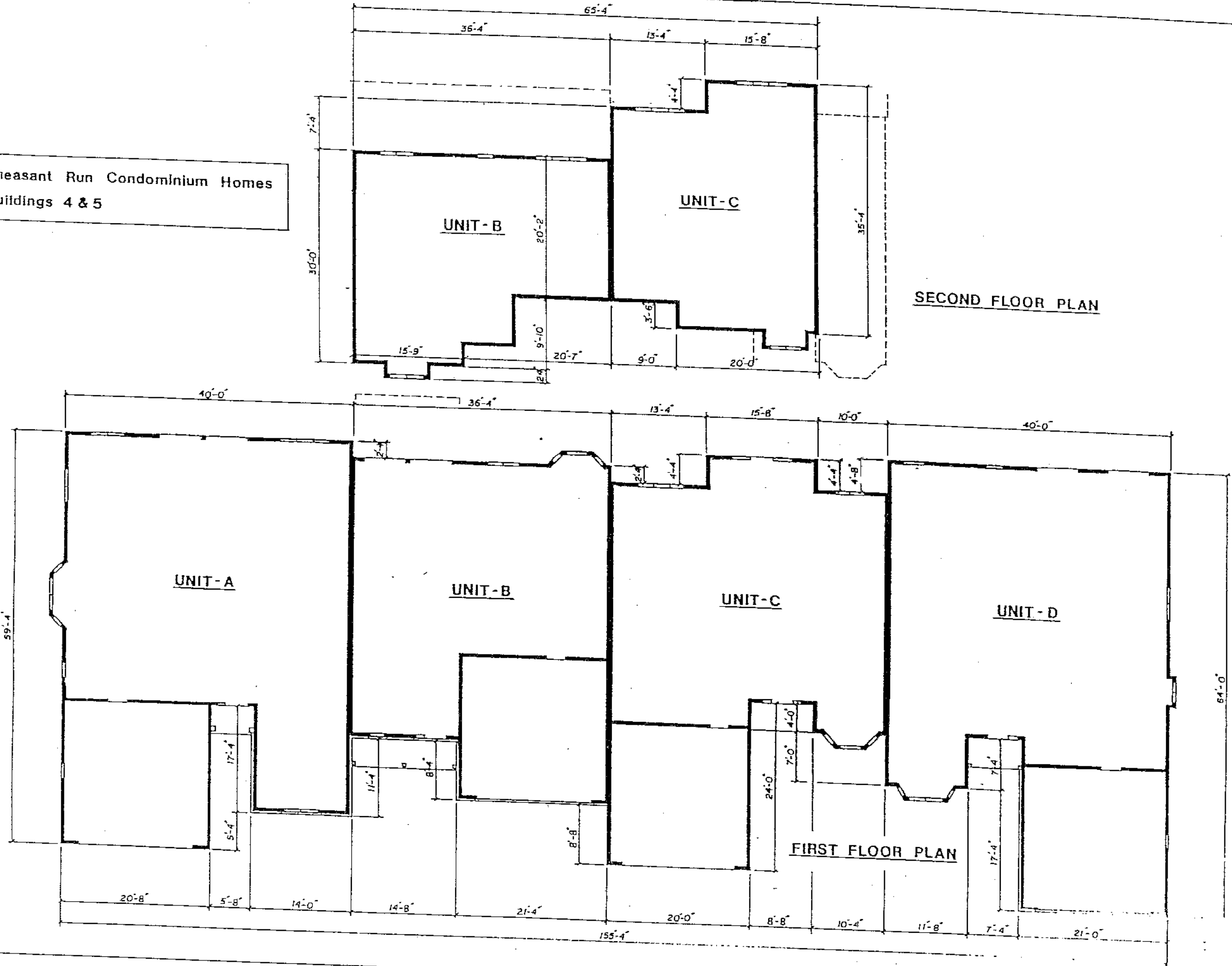
I, KENNETH E BERKE, DO HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THIS SURVEY IS AN ACCURATE REPRESENTATION OF THE EXTERIOR BOUNDARY LINES AND THE LOCATION OF THE BUILDINGS AND IMPROVEMENTS CONSTRUCTED OR TO BE CONSTRUCTED UPON THE PROPERTY

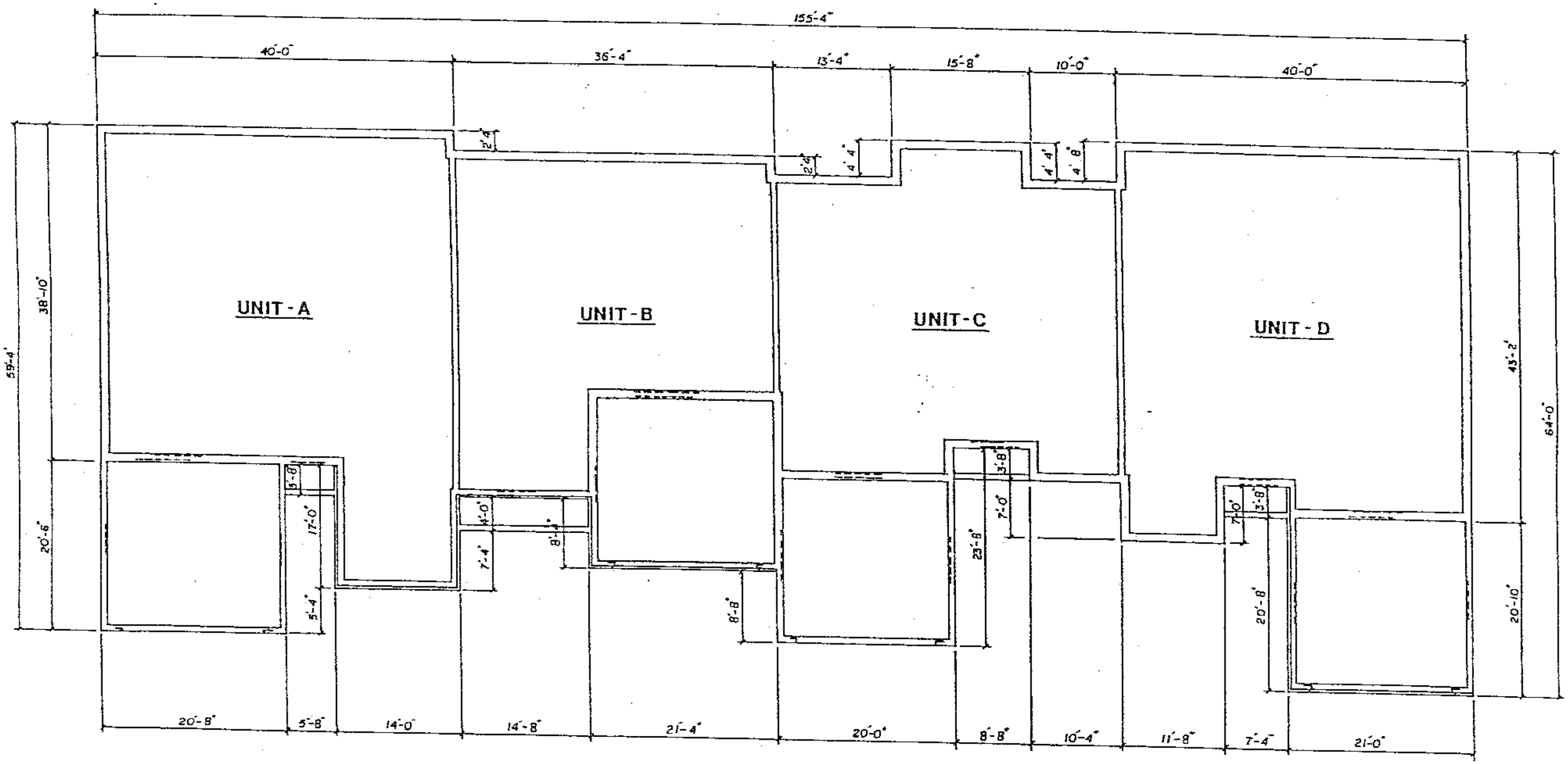
THIS CONDOMINIUM PLAT IS A CORRECT REPRESENTATION OF PHEASANT RUN CONDOMINIUM HOMES, A CONDOMINIUM AS PROPOSED AT THE DATE HEREOF, AND THE IDENTIFICATION AND PROPOSED LOCATION OF EACH UNIT AND THE COMMON ELEMENTS CAN BE DETERMINED FROM THE PLAT. THE COMMON ELEMENTS ARE DEFINED TO BE ALL OF THE CONDOMINIUM PROPERTY EXCEPT THE INDIVIDUAL UNITS DESCRIBED IN THIS PLAT. THE UNDERSIGNED SURVEYORS MAKES NO CERTIFICATION AS TO THE ACCURACY OF DIAGRAMMATIC FLOOR PLANS OF THE CONDOMINIUM BUILDING(S) AND UNITS CONTAINED IN THE PLAT OR THE APPROXIMATE DIMENSIONS OR FLOOR AREAS THEREOF.

Kenneth E Berke (SEAL)
KENNETH E BERKE REGISTERED
LAND SURVEYOR

WISCONSIN
S107
KENNETH E. BERKE
LAND SURVEYOR

Pheasant Run Condominium Homes
Buildings 4 & 5

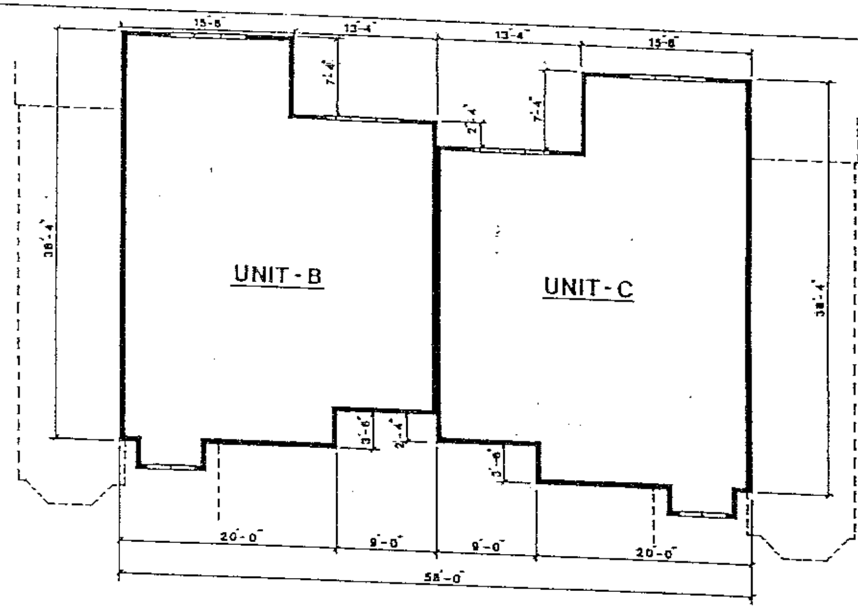




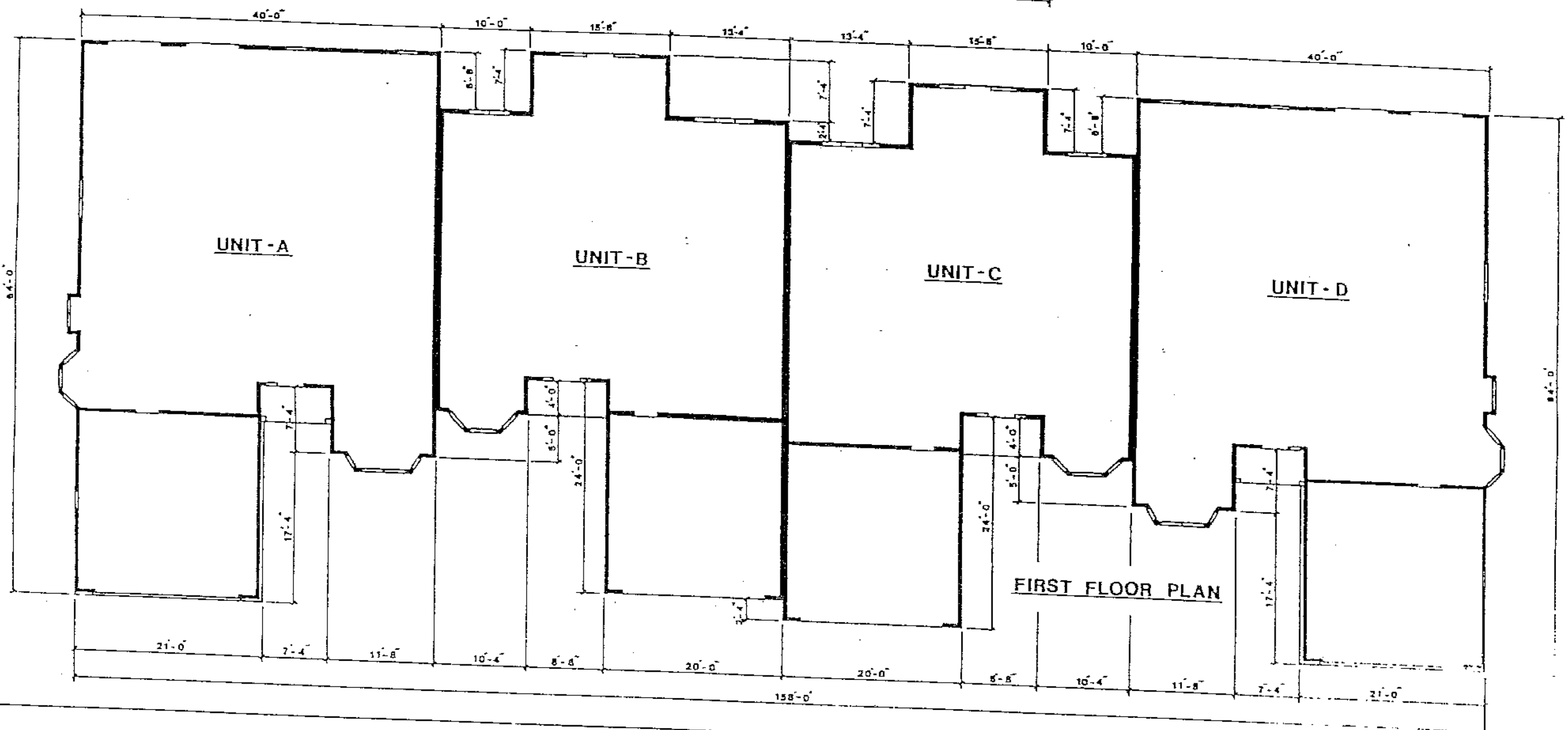
Basement Plan

Pheasant Run Condominium Homes
Buildings 4 & 5

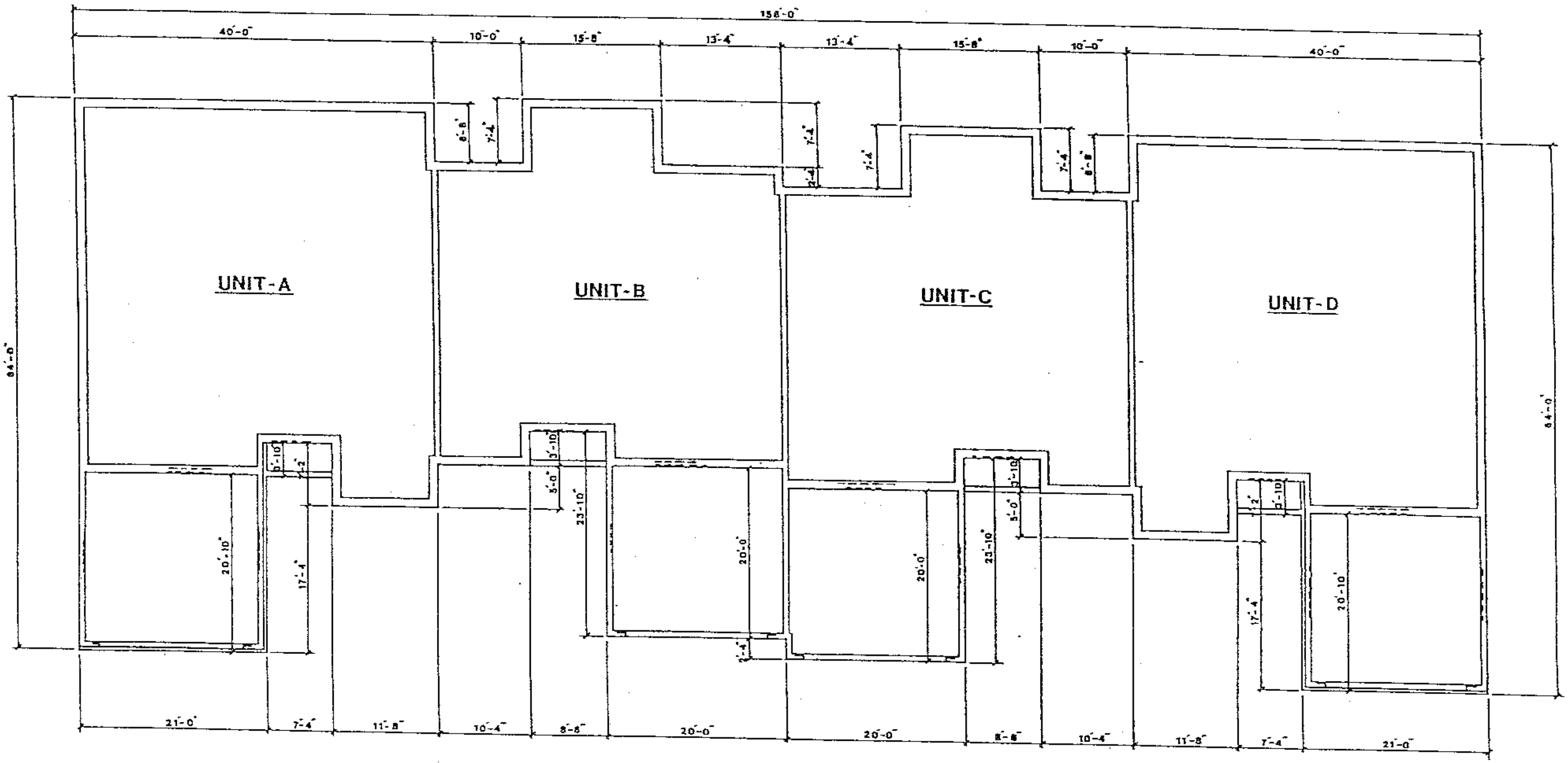
Pheasant Run Condominium Homes
Buildings, 10-11-12-21



SECOND FLOOR PLAN



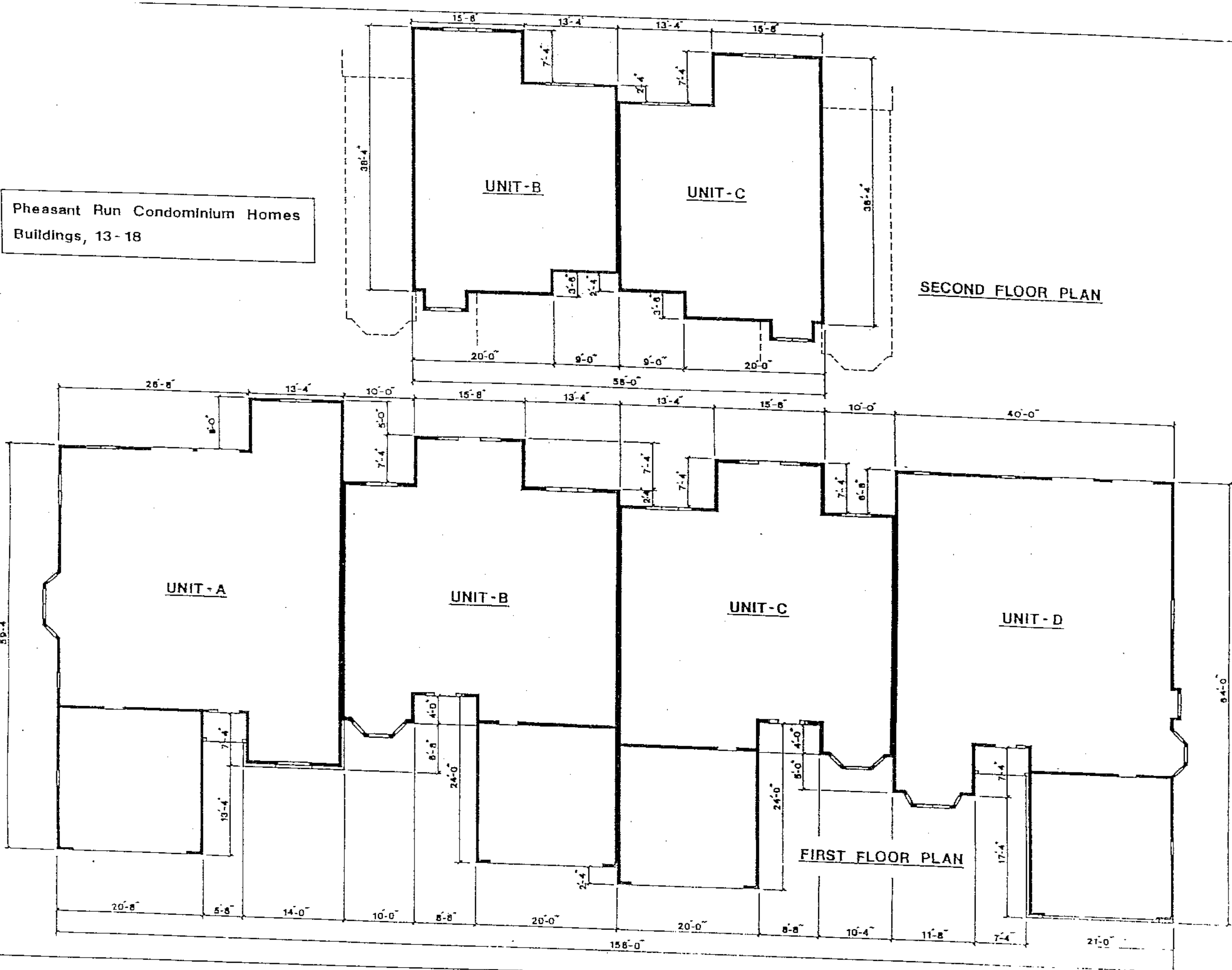
FIRST FLOOR PLAN

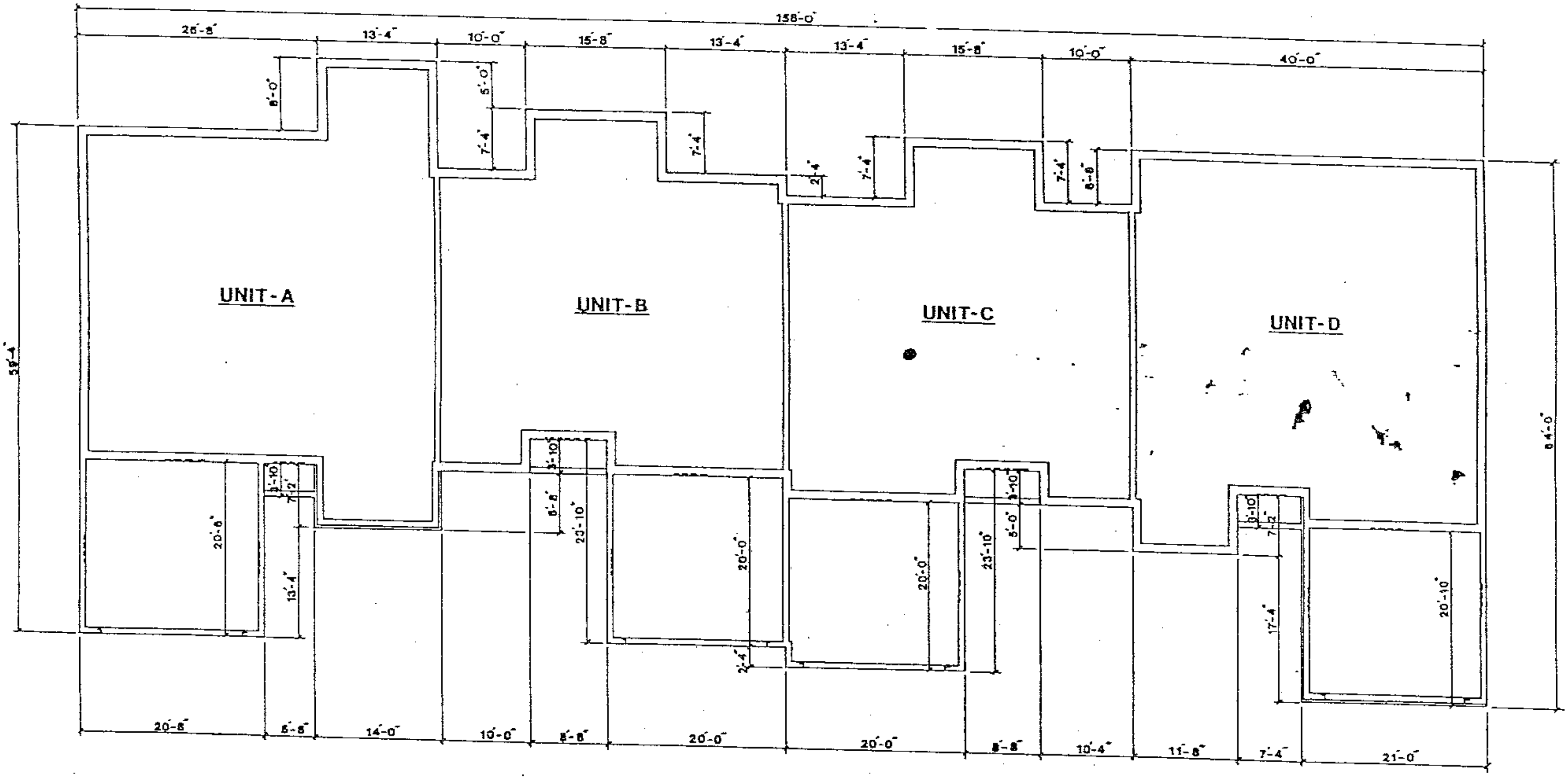


FOUNDATION PLAN

Pheasant Run Condominium Homes
Buildings, 10-11-12-21

Pheasant Run Condominium Homes
Buildings, 13 - 18

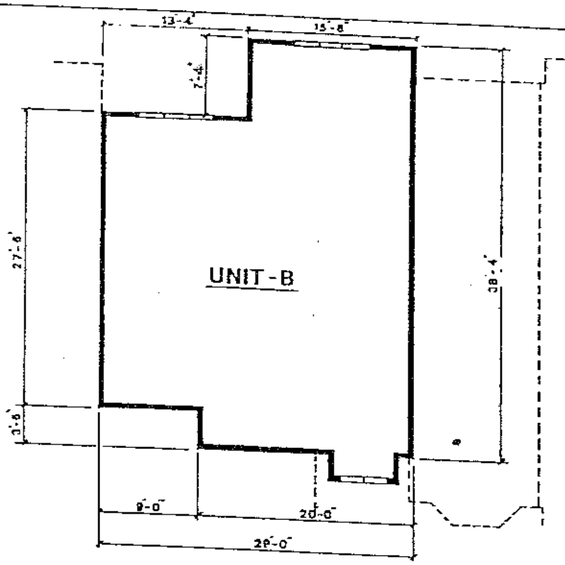




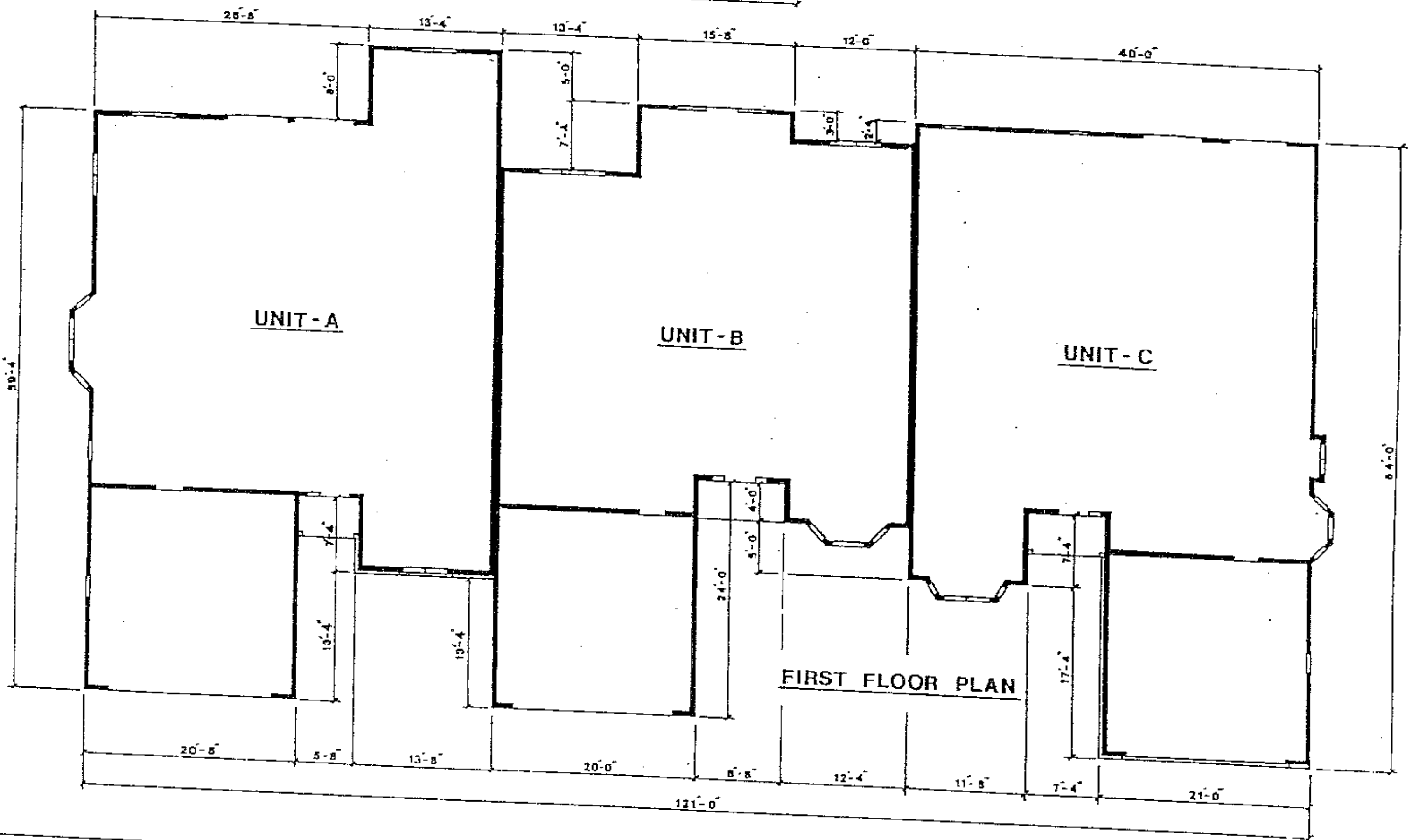
FOUNDATION PLAN

Pheasant Run Condominium Homes
Buildings, 13-18

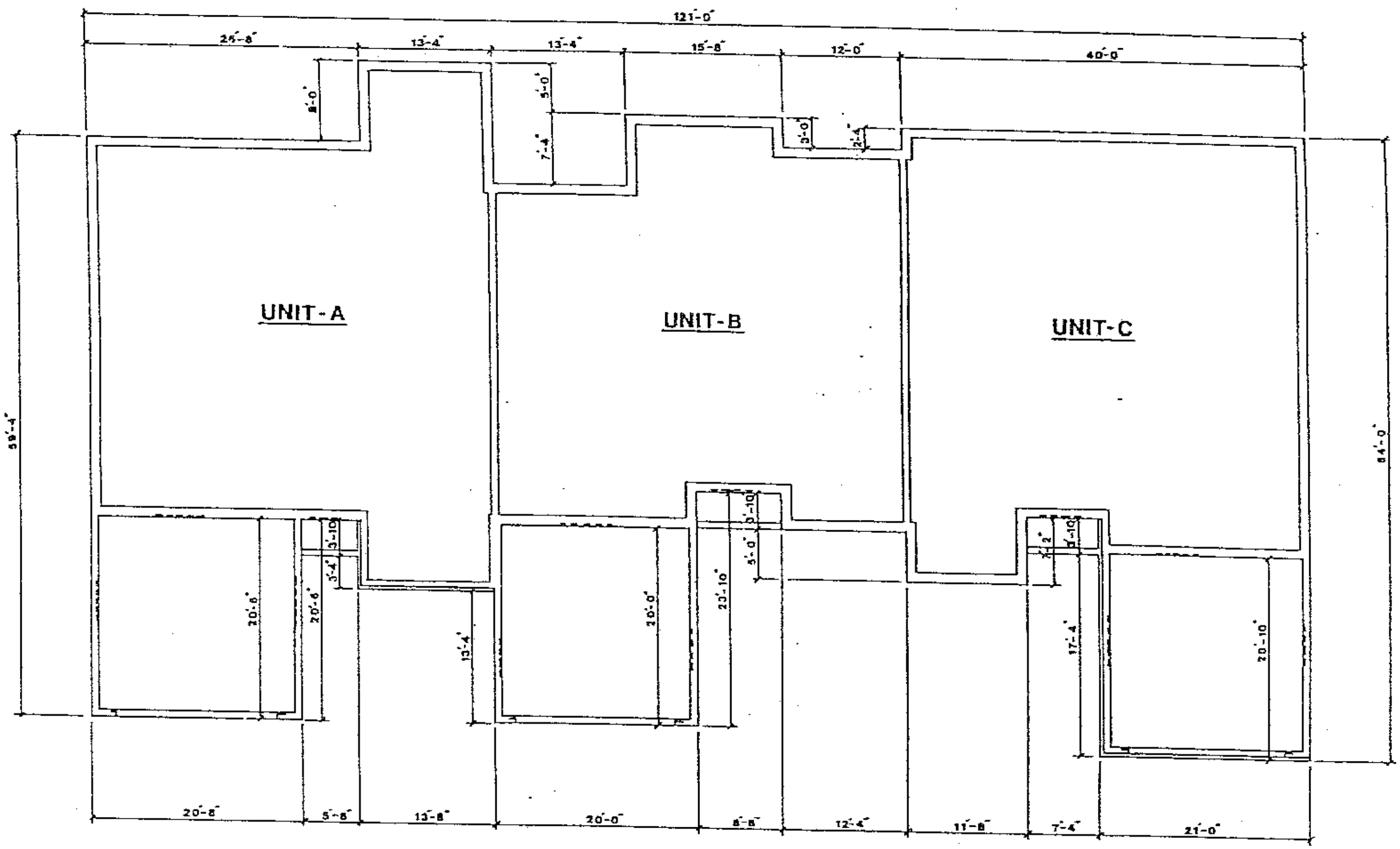
Pheasant Run Condominium Homes
Buildings, 14-16-20(Reverse Plan)



SECOND FLOOR PLAN

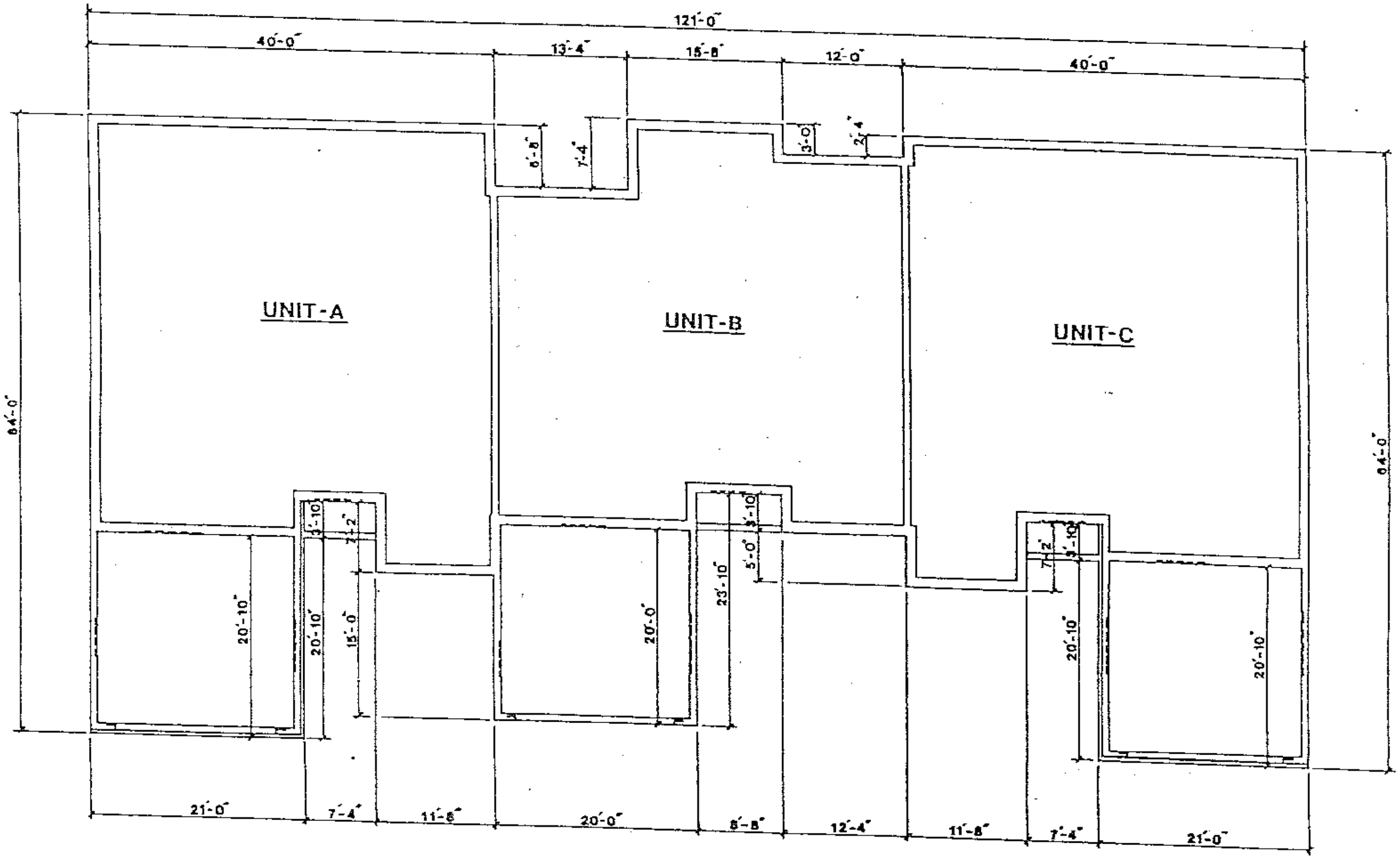


FIRST FLOOR PLAN



FOUNDATION PLAN

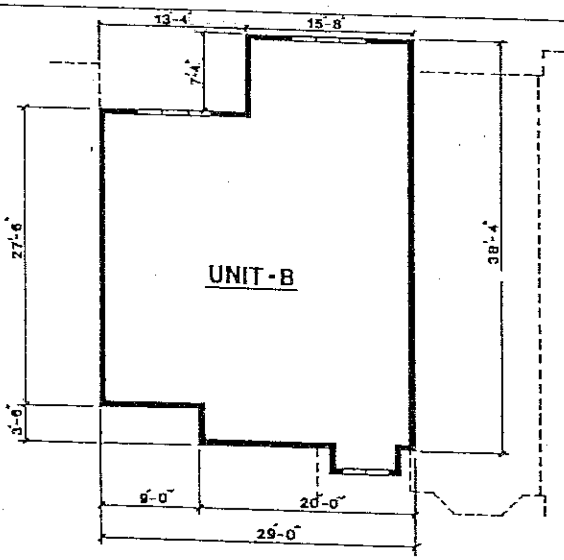
Pheasant Run Condominium Homes
Buildings, 14-16-20 (Reverse Plan)



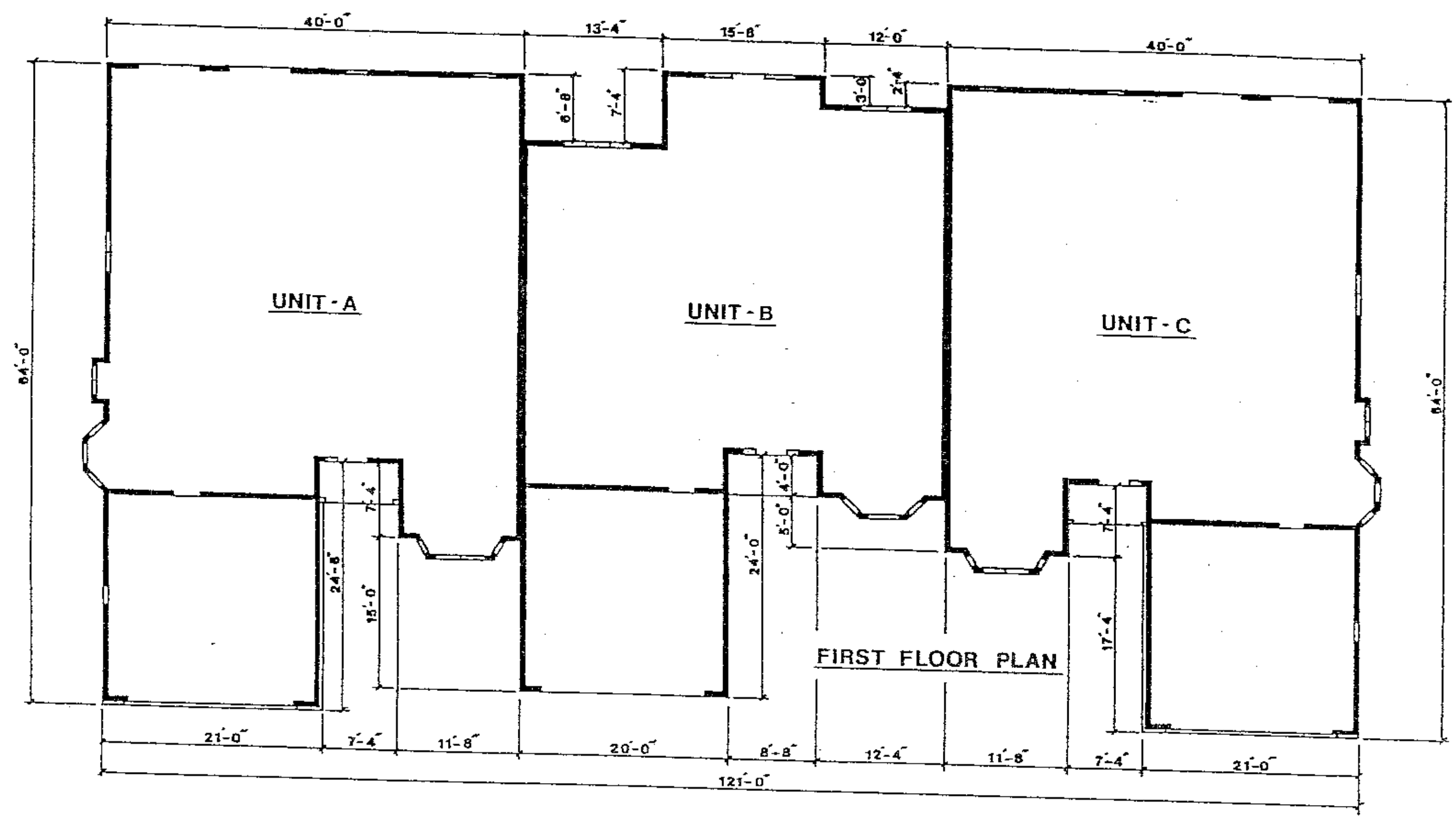
FOUNDATION PLAN

Pheasant Run Condominium Homes
Buildings, 15-17-19

Pheasant Run Condominium Homes
Buildings, 15-17-19



SECOND FLOOR PLAN



FIRST FLOOR PLAN

Pheasant Run Condo
Doc # 1506212

1757597

REGISTER'S OFFICE
WAUKESHA COUNTY, WIS } SS
RECORDED ON

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REEL 1534 IMAGE 0319

REGISTER OF DEEDS

3
P-4

1/1551

SECOND AMENDMENT

TO

CONDOMINIUM DECLARATIONS

OF

1757597

CONDITIONS, COVENANTS, RESTRICTIONS AND EASEMENTS

FOR

PHEASANT RUN CONDOMINIUM HOMES

Rec
60

This Amendment is made pursuant to the Unit Ownership Act of the State of Wisconsin, Chapter 703 of Wisconsin Statutes, (hereinafter referred to as the "Act") this 23rd day of July, 1992, by Regency Development Corp. by Henry L. Bertram, President and Carol J. Bertram, Secretary, (hereinafter referred as "Declarant").

1052-341
1232-146

WHEREAS, the Declarant on the 17th day of October, 1988, created Pheasant Run Condominium Homes, pursuant to the Condominium Declarations of Conditions, Covenants, Restrictions and Easements for Pheasant Run Condominium Homes, which were recorded in the Office of the Register of Deeds for Waukesha County on the 18th day of October, 1988, as Document No. 1506212, which were amended by the First Amendment to Condominium Declarations of Conditions, Covenants, Restrictions and Easements for Pheasant Run Condominium Homes, which were recorded in the Office of the Register of Deeds for Waukesha County on the 28th day of August, 1990, as Document #1609522, and

WHEREAS, the Declarant is desirous of amending said Condominium Declarations,

NOW, THEREFORE, the Condominium Declarations of Conditions, Covenants, Restrictions and Easements for Pheasant Run Condominium Homes are amended as follows:

1. LEGAL DESCRIPTION. The following described real estate is subject to the provisions of this Declaration:

> Parcel 1 of Certified Survey Map No. 6109, recorded March 19, 1990, in Volume 50 of Certified Survey Maps on Pages 155 to 158 inclusive as Document No. 1582370, being a re-division of Parcels 1, 2 and 3 of Certified Survey Map No. 5400, being a part of the Southwest 1/4 and the Southeast 1/4 of the Northeast 1/4 of Section 32, Town 7 North, Range 20 East, in the City of Brookfield, County of Waukesha, State of Wisconsin.

2. PARCELS WHICH MAY BE ADDED TO THE CONDOMINIUM. The real estate which the Declarant reserves the right to submit and subject as additional parcel or parcels of real estate to this condominium are as follows:

> Parcel 2 of Certified Survey Map No. 6109, recorded March 19, 1990, in Volume 50 of Certified Survey Maps on Pages 155 to 158 inclusive as Document No. 1582370, being a re-division of Parcels 1, 2 and 3 of Certified Survey Map No. 5400, being a part of the Southwest 1/4 and the Southeast 1/4 of the Northeast 1/4 of Section 32, Town 7 North, Range 20 East, in the City of Brookfield, County of Waukesha, State of Wisconsin.
>
> Parcel 4 of Certified Survey Map No. 5400 recorded December 21, 1987, in Volume 43 of Certified Survey Maps on Pages 252-256 inclusive, as Document No. 1461313, being a part of the Southwest 1/4 and the Southeast 1/4 of the Northeast 1/4 of Section 32, Town 7 North, Range 20 East, in the City of Brookfield, County of Waukesha, State of Wisconsin.

3. DESCRIPTION AND LOCATION OF BUILDINGS

There shall be twenty-two (22) buildings constructed on the real estate described in Paragraph 1, which buildings shall contain a total of seventy-four (74) units. There shall be thirteen (13) buildings of four (4) units each which consist of ranch and townhouse units. The end units of each of these buildings shall contain a basement and one level of living space, with attached two car garage, the middle units shall consist of a basement and two levels of living space, with attached two car garage. The entrance to the attached two car garage for the end units may either be front entry or side entry depending on the terrain and access availability. There shall be eight (8) buildings of three (3) units each which consist of ranch and townhouse units. The end units of each of these buildings shall contain a basement and one level of living space with attached two car garage. The middle unit shall consist of a basement and two levels of living space, with attached two car garage. The entrance to the attached two car garage for the end units may either be front entry or side entry depending on the terrain and access availability. There shall be two (2) buildings of two (2) units each which consist of ranch units. Each of these buildings shall contain a basement and one (1) level of living space with attached two (2) car garage. The entrance to the attached two car garage shall be front entry. There shall be three (3) buildings of two (2) units each which consist of a ranch and a townhouse unit. One (1) unit shall contain a basement and one (1) level of living space with attached two car garage; and the other unit shall consist of a basement and two (2) levels of living space, with attached two car garage. The entrance to the attached two car garage shall be front entry. The Declarants shall have the right to subject an additional one hundred six (106) units to this Condominium Declaration by constructing an additional thirty-seven (37) buildings on the real estate described in Paragraph 2 of this Amendment.

Enlargement of the condominium is at the discretion of the Declarant and there is no obligation or commitment on the part of the Declarant, nor are unit owners given any rights, to add any property or construct any additional units as a part of the original condominium. The Declarant may develop a portion only and not all of the additional property and units as specified in Paragraph 2 of this Amendment. The principal materials of which the buildings are to be constructed are poured concrete foundation, poured concrete or concrete block basement walls, wood frame construction, and cedar and veneered brick exterior. Complete construction details are contained in working plans and drawings available for inspection at the office of the Declarant. The buildings are to be located on the real estate as indicated in the Survey marked Exhibit "A" attached hereto and made a part of this Declaration. The buildings and units are more fully described in the building and floor plans attached hereto as Exhibit "B" and made a part hereof. Declarant shall have the right to amend this Declaration at its sole discretion for the purpose of recording a plat of survey or plans depicting the lay-out, location, unit numbers and dimensions of the buildings and units as finally located and erected. Declarant reserves the right, subject to approval of the City of Brookfield, to change the layout and dimensions of the buildings and units shown in Exhibit "B" which are not presently constructed, provided that such changes will not substantially alter the nature and quality of the buildings and units.

4. NUMBER AND IDENTIFICATION OF UNITS

4.1 NUMBER. There shall initially be a total of seventy-four (74) condominium units in Pheasant Run Condominium Homes. There may be as many as one hundred eighty (180) units in Pheasant Run Condominium Homes.

4.2 IDENTIFICATION. A unit is that part of a building intended for individual, private use, comprised of one or more cubicles of air at one or more levels of space having outer boundaries formed by the interior surfaces of the perimeter walls, floors, ceilings, windows, window frames, doors and door frames of the buildings, as said boundaries are shown on the building and floor plans attached hereto as Exhibit "B", together with all fixtures and improvements therein contained.

The units are designated by identifying numbers, their location, immediate common areas to which the units have access and further details identifying and describing the units are as set forth in Exhibit "B" attached hereto. The post office address of the units are as follows:

Building 1 - 18850 Stonehedge Drive
Building 2 - 610 MacHenry Circle
Building 3 - 650 MacHenry Circle
Building 4 - 665 MacHenry Circle
Building 5 - 655 MacHenry Circle
Building 6 - 615 MacHenry Circle
Building 7 - 640 MacHenry Circle

Building 8 - 18905 Stonehedge Drive
Building 9 - 18910 Stonehedge Drive
Building 10 - 18980 Stonehedge Drive
Building 11 - 19020 Stonehedge Drive
Building 12 - 19070 Stonehedge Drive
Building 13 - 19110 Stonehedge Drive
Building 14 - 620 Willowick Court
Building 15 - 670 Willowick Court
Building 16 - 675 Willowick Court
Building 17 - 645 Willowick Court
Building 18 - 640 McNally Lane
Building 19 - 680 McNally Lane
Building 20 - 685 McNally Lane
Building 21 - 635 McNally Lane
Building 22 - 19055 Stonehedge Drive

5. PERCENTAGE OF OWNERSHIP IN COMMON AREAS AND FACILITIES

Each unit owner shall own an undivided interest in the common areas and facilities and Limited Common Areas as a tenant in common with all other unit owners and, except as otherwise limited in this Declaration shall have the right to use and occupy the common areas and facilities in Limited Common Areas for all purposes incident to the use and occupancy of his unit as a place of residence, and such other incidental uses permitted by this Declaration, which right shall be appurtenant to and run with his unit. The percentage of such undivided interest in the common areas and facilities and Limited Common Areas appertaining to each unit and its owner shall be as follows:

Building 1, Unit A	1.2853%	Building 2, Unit A	1.2853%
Building 1, Unit B	1.3710%	Building 2, Unit B	1.3710%
Building 1, Unit C	1.3710%	Building 2, Unit C	1.3710%
Building 1, Unit D	1.2853%	Building 2, Unit C	1.2853%
Building 3, Unit A	1.2853%	Building 4, Unit A	1.2853%
Building 3, Unit B	1.3710%	Building 4, Unit B	1.3710%
Building 3, Unit C	1.3710%	Building 4, Unit C	1.4568%
Building 3, Unit D	1.2853%	Building 4, Unit D	1.2853%
Building 5, Unit A	1.2853%	Building 6, Unit A	1.2853%
Building 5, Unit B	1.3710%	Building 6, Unit B	1.3710%
Building 5, Unit C	1.4568%	Building 6, Unit C	1.3710%
Building 5, Unit D	1.2853%	Building 6, Unit D	1.2853%
Building 7, Unit A	1.2853%	Building 8, Unit A	1.2853%
Building 7, Unit B	1.3710%	Building 8, Unit B	1.3710%
Building 7, Unit C	1.2853%	Building 8, Unit C	1.2853%
Building 9, Unit A	1.2853%	Building 10, Unit A	1.2853%
Building 9, Unit B	1.3710%	Building 10, Unit B	1.4568%
Building 9, Unit C	1.3710%	Building 10, Unit C	1.4568%
Building 9, Unit D	1.2853%	Building 10, Unit D	1.2853%

Building 11, Unit A	1.2853%	Building 12, Unit A	1.2853%
Building 11, Unit B	1.4568%	Building 12, Unit B	1.4568%
Building 11, Unit C	1.4568%	Building 12, Unit C	1.4568%
Building 11, Unit D	1.2853%	Building 12, Unit D	1.2853%
Building 13, Unit A	1.2853%	Building 14, Unit A	1.2853%
Building 13, Unit B	1.4568%	Building 14, Unit B	1.4568%
Building 13, Unit C	1.4568%	Building 14, Unit C	1.4568%
Building 13, Unit D	1.2853%	Building 14, Unit D	1.2853%
Building 15, Unit A	1.5426%	Building 16, Unit A	1.2854%
Building 15, Unit B	1.2854%	Building 16, Unit B	1.5426%
Building 17, Unit A	1.5426%	Building 18, Unit A	1.2854%
Building 17, Unit B	1.2854%	Building 18, Unit B	1.2854%
Building 19, Unit A	1.2853%	Building 20, Unit A	1.2853%
Building 19, Unit B	1.5425%	Building 20, Unit B	1.5425%
Building 19, Unit C	1.2853%	Building 20, Unit C	1.2853%
Building 21, Unit A	1.2853%	Building 22, Unit A	1.2854%
Building 21, Unit B	1.4568%	Building 22, Unit B	1.2854%
Building 21, Unit C	1.4568%		
Building 21, Unit D	1.2853%		

With each phase of development, the percentage of such undivided interest in the common areas and the facilities and limited common areas appertaining to each unit shall change. Any owner or mortgagee gaining an interest in any unit, prior to completion of all intended phases, consents to the automatic reduction and alteration of this percentage as may be determined, from time to time.

The common surpluses and expenses of the property shall be established and shared among the unit owners with each unit sharing a one/seventy-fourth (1/74th) interest therein. The percentage of common surpluses and expenses for each unit shall be determined by the creation of a fraction the numerator of which shall be one (1) and the denominator of which shall be the total number of units constructed on the date of calculating this percentage. With each phase of development, the percentage of common surpluses and expenses shall change accordingly. Any owner or mortgagee gaining an interest in any unit, prior to completion of all intended phases, consents to the automatic reduction and alteration of this fraction as may be determined, from time to time, using the aforementioned formula.

6. LIABILITY FOR COMMON EXPENSES

The costs of administration of the Association, insurance, repair, maintenance and other expenses of the common areas and facilities and limited common areas, and the common services provided to the unit owners, including municipal water and sewer service, shall be paid for by the Association. The Association shall make assessments against the unit owners, as well as the units themselves for such common expenses and for the creation of reserves for the payment of future common expenses with each unit sharing a one/seventy-fourth (1/74th) share of said assessments. The percentage liability for common expenses and the right to common surpluses for each unit owner shall be determined by the creation of a fraction the numerator of which shall be one (1) and the denominator of which shall be the total number of units constructed on the date of calculating this percentage. With each phase of development, the percentage shall change accordingly. It being the intent of the Declarant that the value shall initially be, after construction of the initial phase, one/seventy-fourth (1/74th) per unit, and upon the conclusion of the total envisioned project, the percentage shall be 1/180th value to each unit. Any unit owner or mortgagee gaining an interest in any unit, prior to completion of all intended phases, consents to the automatic alteration of this fraction, from time to time, using the aforementioned formula.

No unit owner may exempt himself or his unit ownership from liability for his contribution toward the common expenses by waiver of the use or enjoyment of any other common or limited common areas and facilities or services or by the abandonment of his unit.

A unit owner shall be liable for all assessments, or installments thereof, coming due while owning a unit. In a voluntary grant, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor for his or her share of the common expenses up to the time of the voluntary grant for which a statement of condominium lien is recorded, without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee for such assessments.

All common expenses and assessments, when due, shall immediately become a personal debt of the unit owner and also a lien, against the unit to which the charges are assessed, until paid, if a statement of lien is filed within two years after the date the assessment becomes due. The lien is effective against a unit at the time the assessment became due regardless of when within the two year period it is filed.

All sums assessed by an association but unpaid for the share of the common expenses chargeable to any unit constitutes a lien on the unit and on the undivided interest in the common elements appurtenant thereto prior to all other liens except:

A. Liens of general and specific taxes;
B. All sums unpaid on a first mortgage recorded prior to the making of the assessment;
C. Mechanics liens filed prior to the making of the assessment;
D. All sums unpaid on any mortgage loan made under Section 45.80 of the Wisconsin Statutes.

All common surpluses of the Association shall be credited to the unit owners assessments for common expenses with each unit having a pro rata share of said surpluses or shall be used for any other purposes as the Association decides.

7. HOMESTEAD

This is not homestead property.

IN WITNESS WHEREOF, the said Regency Development Corporation by its President, Henry L. Bertram and Secretary, Carol J. Bertram, have caused this Declaration to be executed at Brookfield, Wisconsin, this 23rd day of July, 1992.

REGENCY DEVELOPMENT CORP.

By Henry L Bertram
HENRY L. BERTRAM, PRESIDENT

By Carol J Bertram
CAROL J. BERTRAM, SECRETARY

STATE OF WISCONSIN)
WAUKESHA COUNTY)ss

On this 23rd day of July, 1992, before me personally came Henry L. Bertram to me known to be the person described in and who executed the foregoing instrument and said person acknowledged that said person executed the same freely and voluntarily, for the uses and purposes therein expressed.

Kimberly M. Marak
Notary Public, State of Wisconsin
My Commission: 7-25-93

STATE OF WISCONSIN)
WAUKESHA COUNTY)ss

On this 23rd day of July, 1992, before me personally came Carol J. Bertram to me known to be the person described in and who executed the foregoing instrument and said person acknowledged that said person executed the same freely and voluntarily, for the uses and purposes therein expressed.

Kimberly M. Marak
Notary Public, State of Wisconsin
My Commission: 7-25-93

This instrument was drafted by:
Attorney Stephen A. Hartman
TRAPP & HARTMAN, S.C.
14380 West Capitol Drive
Brookfield, Wisconsin 53005

XX 1534 0326

CONDOMINIUM PLAT

AMENDED PHEASANT RUN CONDOMINIUM HOMES

CITY OF BROOKFIELD, WAUKESHA COUNTY, WISCONSIN.

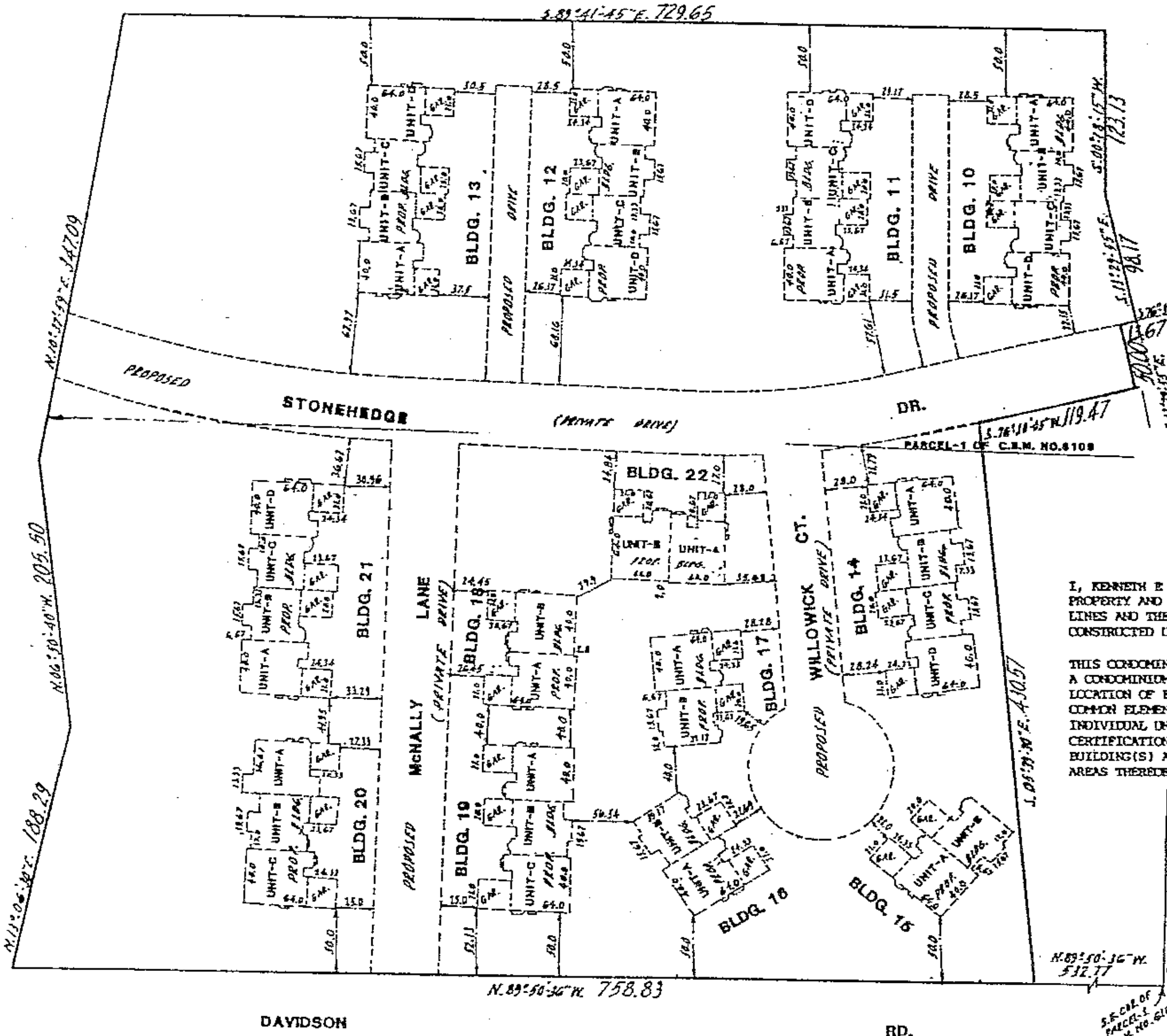
PHASE II

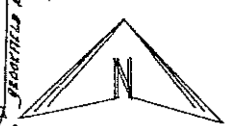
LEGAL DESCRIPTION

THAT PART OF PARCEL 1 IN CERTIFIED SURVEY MAP NO. 6109, BEING A REDIVISION OF PARCELS 1, 2 AND 3 OF CERTIFIED SURVEY MAP NO. 5400, BEING A PART OF THE SW 1/4 AND THE SE 1/4 OF THE NE 1/4 OF SECTION 32, T 7 N, R 20 E, IN THE CITY OF BROOKFIELD, WAUKESHA COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHEAST CORNER OF SAID PARCEL 1;
THENCE NORTH 89° 50' 36" WEST 532.77 FT. TO THE POINT OF BEGINNING OF THE LAND TO BE DESCRIBED;
CONTINUING THENCE NORTH 89° 50' 36" WEST 758.83 FT. TO A POINT;
THENCE NORTH 13° 06' 30" EAST 188.29 FT. TO A POINT;
THENCE NORTH 06° 50' 40" WEST 205.50 FT. TO A POINT;
THENCE NORTH 10° 37' 59" EAST 347.09 FT. TO A POINT;
THENCE SOUTH 89° 41' 45" EAST 729.65 FT. TO A POINT;
THENCE SOUTH 00° 18' 15" WEST 123.13 FT. TO A POINT;
THENCE SOUTH 13° 29' 55" EAST 98.17 FT. TO A POINT;
THENCE SOUTH 76° 30' 05" WEST 13.67 FT. TO A POINT;
THENCE SOUTH 13° 29' 55" EAST 50.00 FT. TO A POINT;
THENCE SOUTH 76° 30' 05" WEST 119.47 FT. TO A POINT;
THENCE SOUTH 05° 39' 30" EAST 430.57 FT. TO THE POINT OF BEGINNING.

MARCH 20 1990

SURVEY NO. 153400-5-2





I, KENNETH E BERKE, DO HEREBY 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 CONDOMINIUM PLAT IS A CORRECT REPRESENTATION OF PHEASANT RUN CONDOMINIUM HOMES, A CONDOMINIUM AS PROPOSED AT THE DATE HEREOF, AND THE IDENTIFICATION AND PROPOSED LOCATION OF EACH UNIT AND THE COMMON ELEMENTS CAN BE DETERMINED FROM THE PLAT. THE COMMON ELEMENTS ARE DEFINED TO BE ALL OF THE CONDOMINIUM PROPERTY EXCEPT THE INDIVIDUAL UNITS DESCRIBED IN THIS PLAT. THE UNDERSIGNED SURVEYORS MAKES NO CERTIFICATION AS TO THE ACCURACY OF DIAGRAMMATIC FLOOR PLANS OF THE CONDOMINIUM BUILDING(S) AND UNITS CONTAINED IN THE PLAT OR THE APPROXIMATE DIMENSIONS OR FLOOR AREAS THEREOF.

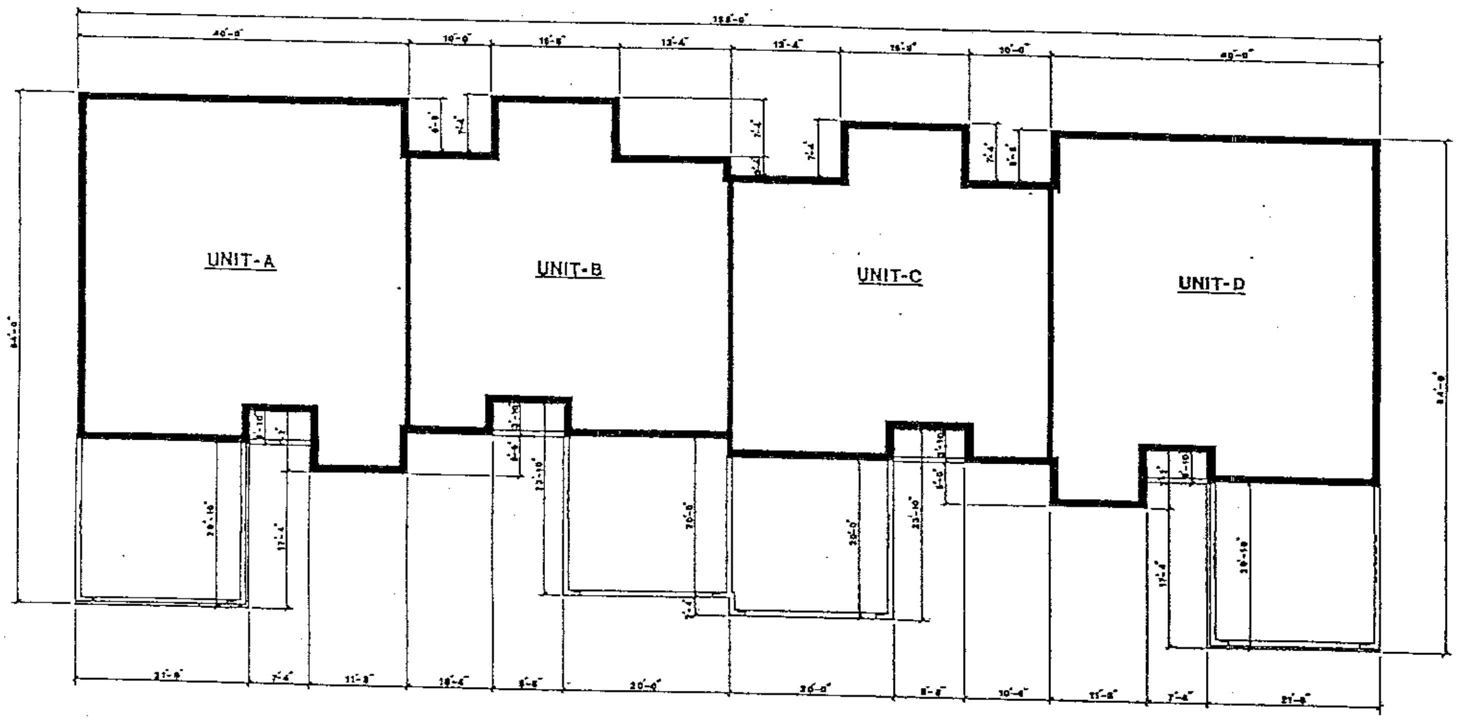
Kenneth E Berke

KENNETH E BERKE, REGISTERED LAND SURVEYOR (SEAL)

WISCONSIN KENNETH E. BERKE S-1107 LAND SURVEYOR

REEL 1534 IMAGE 0327

AMENDED PHEASANT RUN CONDOMINIUM HOMES
CITY OF BROOKFIELD, WAUKESHA COUNTY, WISCONSIN.
PHASE II

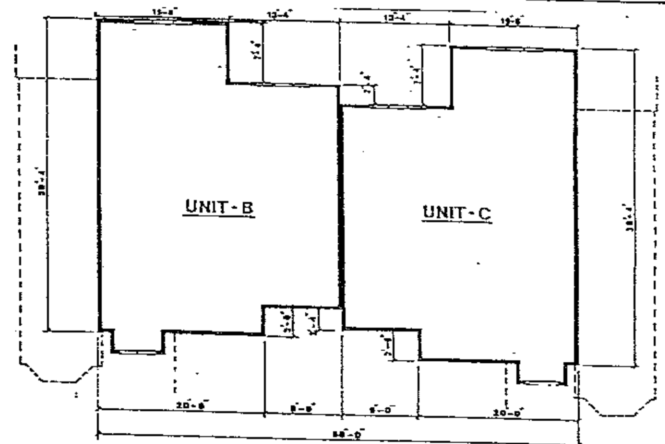


ALL DIMENSIONS SHOWN ARE APPROXIMATE.

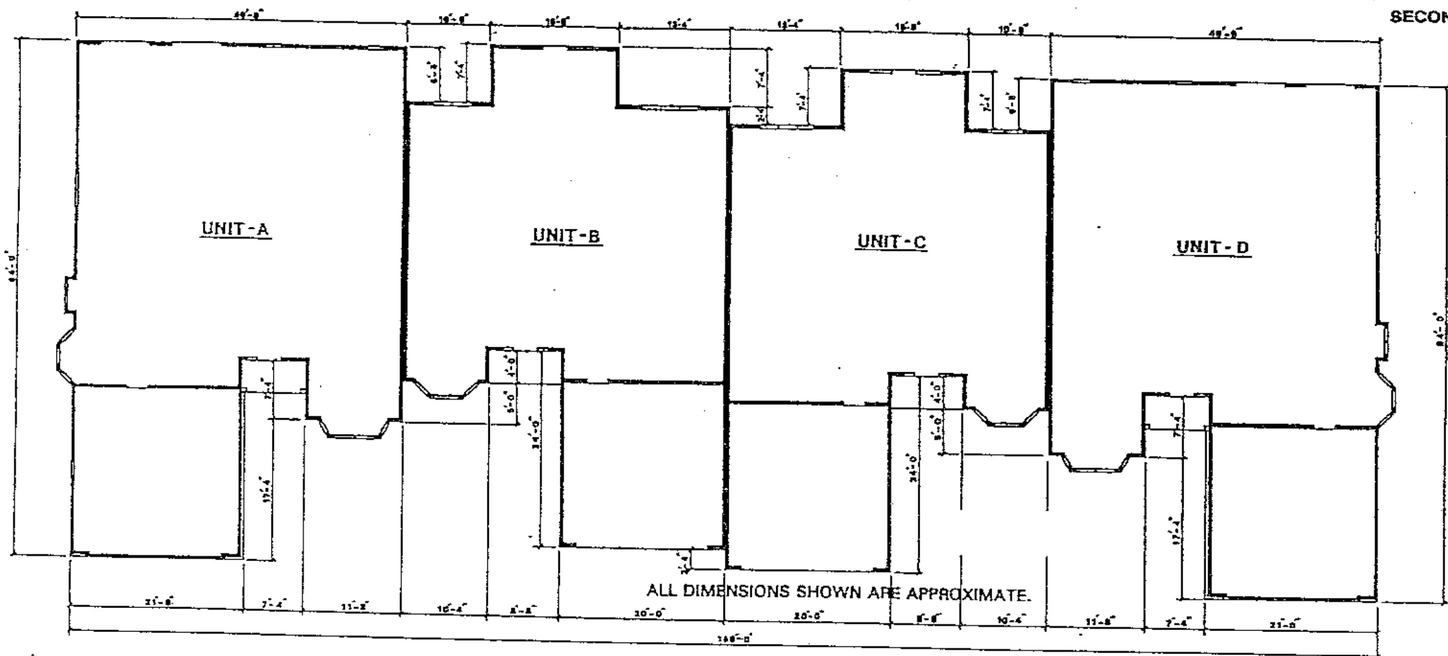
BASEMENT PLAN FOR BUILDINGS 10-11-12-13-14-21

REEL 1534 IMAGE 0328

AMENDED PHEASANT RUN CONDOMINIUM HOMES
CITY OF BROOKFIELD, WAUKESHA COUNTY, WISCONSIN.

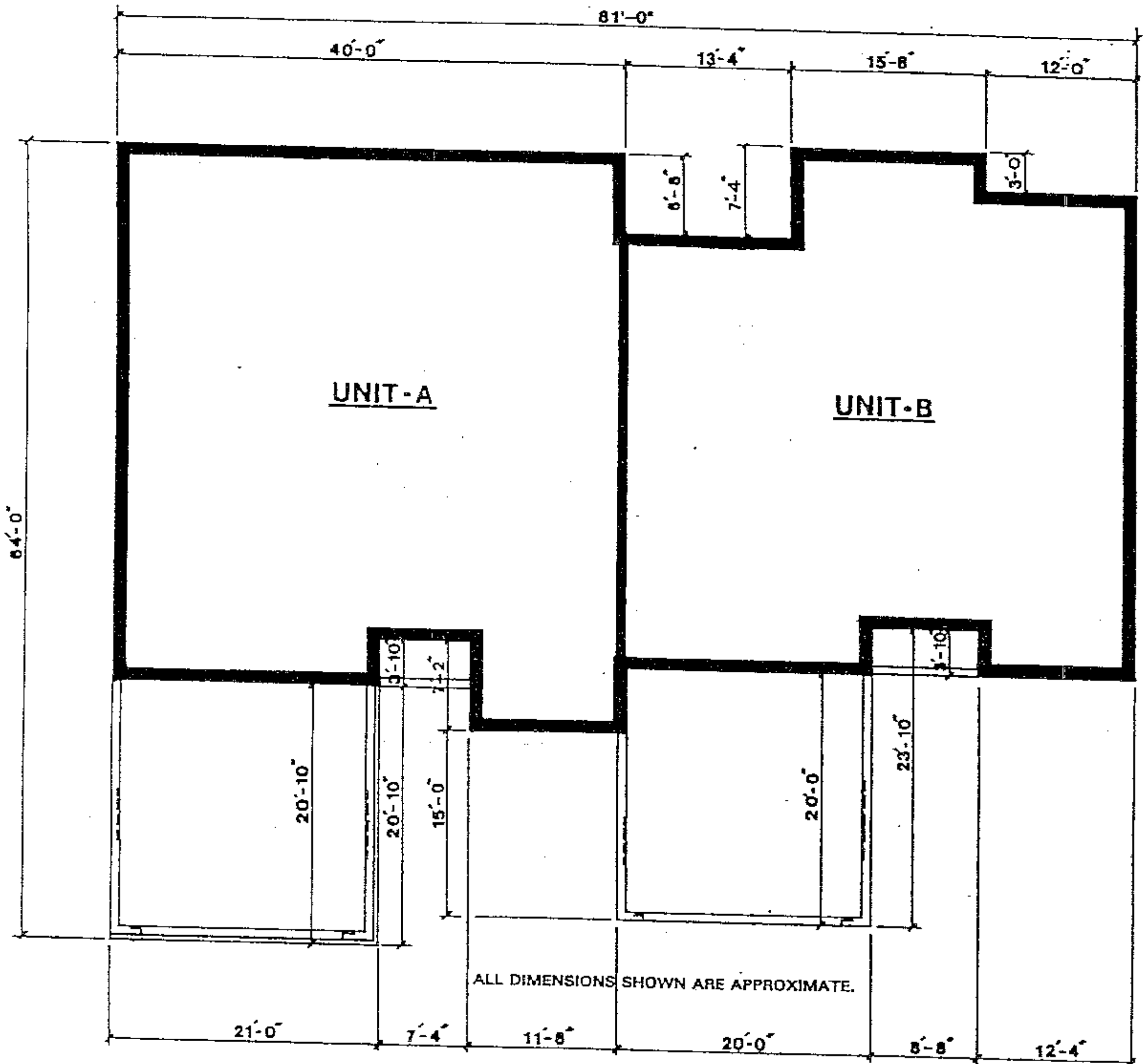


SECOND FLOOR PLAN FOR BUILDINGS 10-11-12-13-14-21



FIRST FLOOR PLAN FOR BUILDINGS 10-11-12-13-14-21

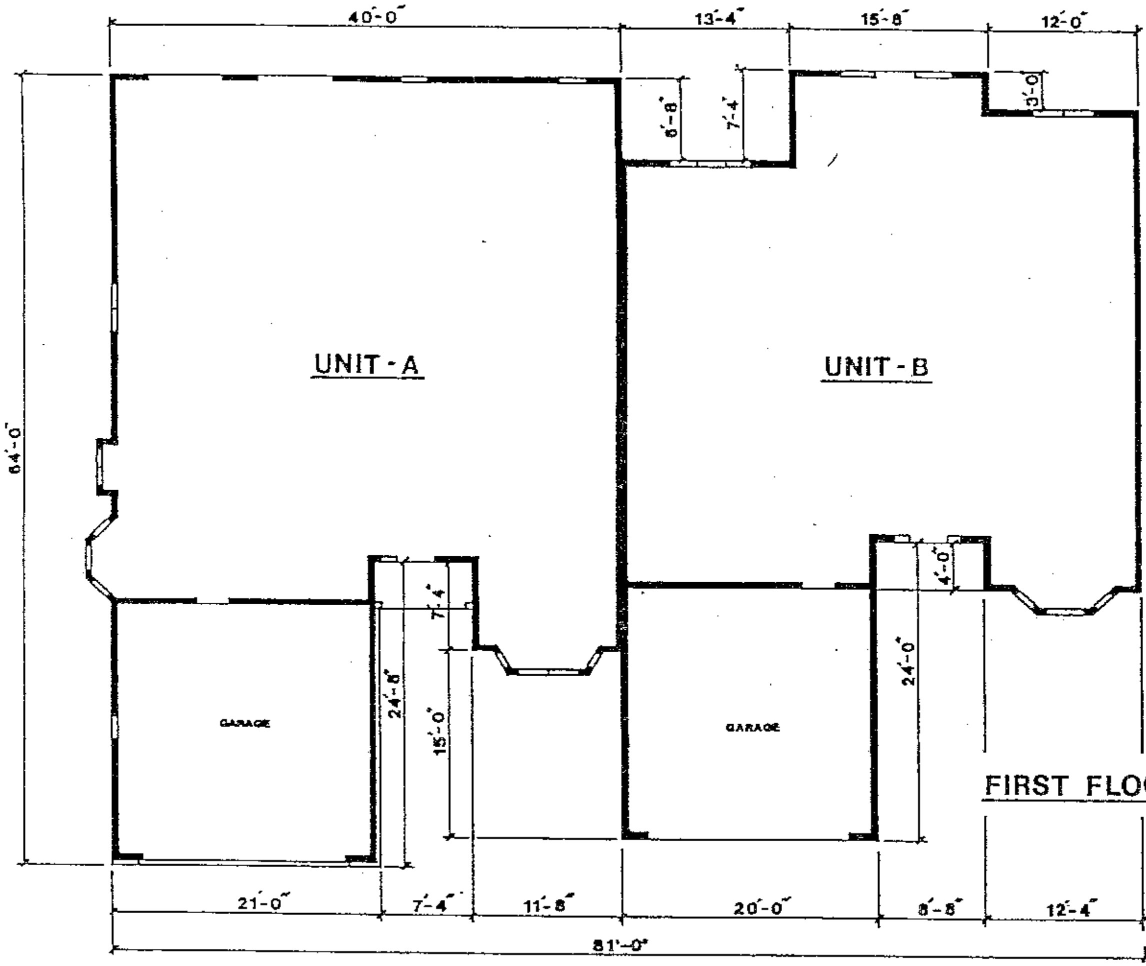
AMENDED PHEASANT RUN CONDOMINIUM HOMES
CITY OF BROOKFIELD, WAUKESHA COUNTY, WISCONSIN.
PHASE II



BASEMENT PLAN FOR BUILDINGS 15-17 (Reverse Plan)

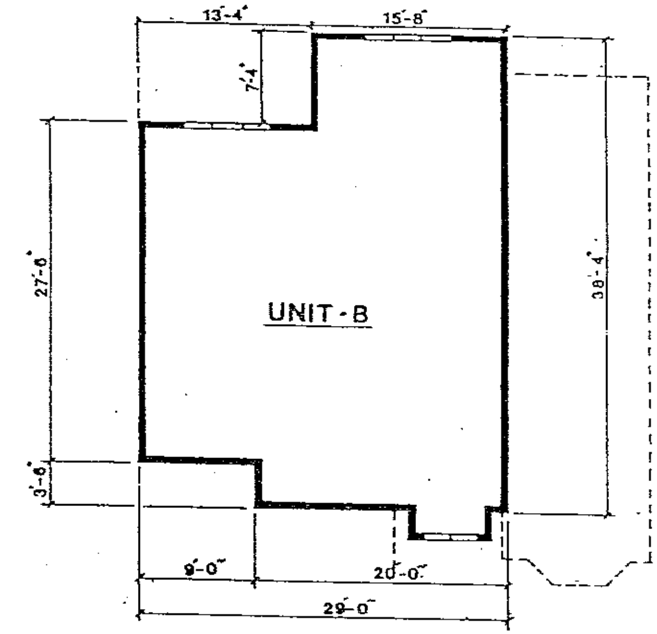
REEL 1534 IMAGE 0330

AMENDED PHEASANT RUN CONDOMINIUM HOMES
CITY OF BROOKFIELD, WAUKESHA COUNTY, WISCONSIN.
PHASE II



ALL DIMENSIONS SHOWN ARE APPROXIMATE.

FIRST FLOOR PLAN FOR BUILDINGS 15-17 (Reverse Plan)



SECOND FLOOR PLAN FOR BUILDINGS 15-17

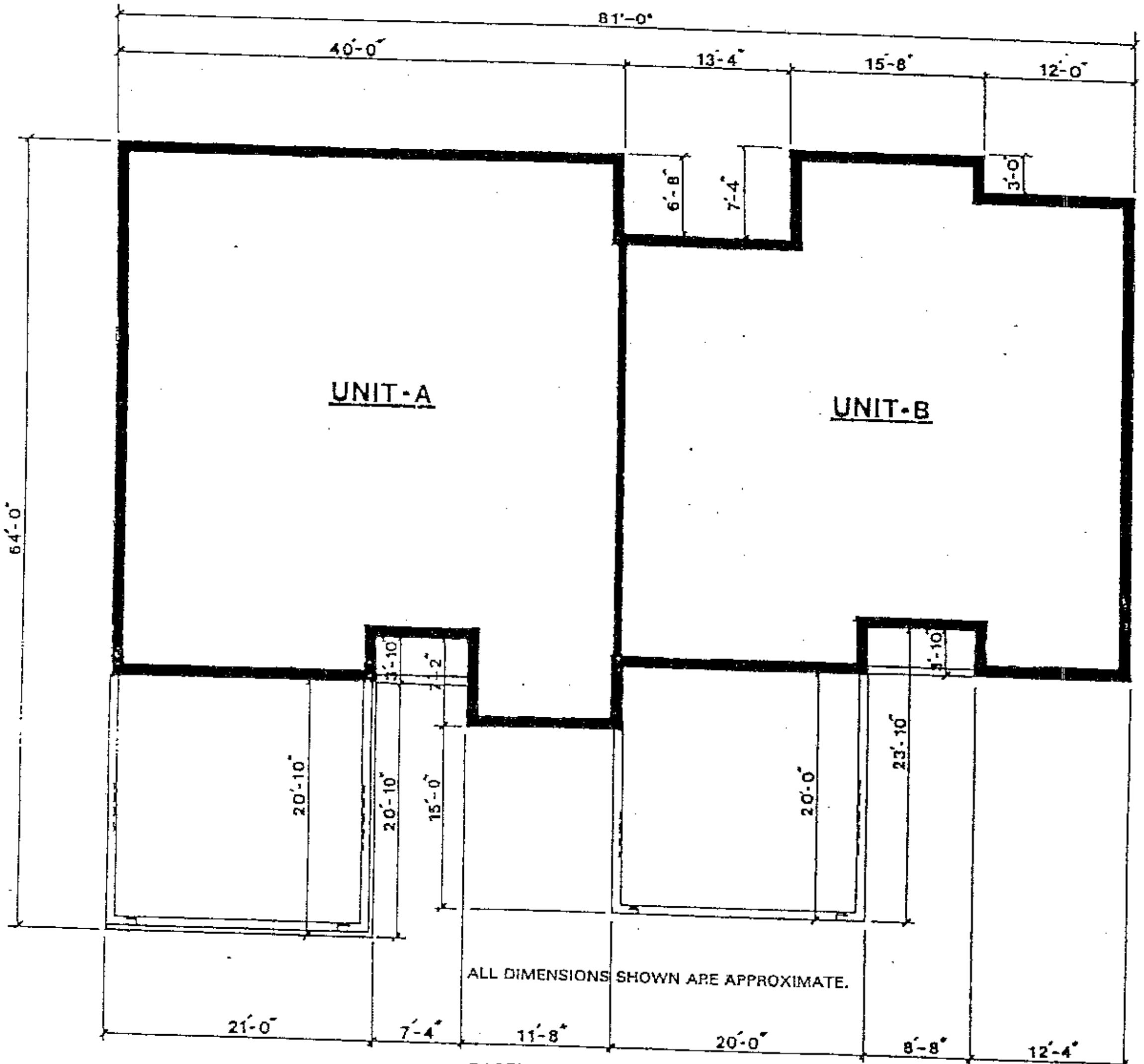
(Reverse Plan)

REEL 1534 IMAGE 0331

AMENDED PHEASANT RUN CONDOMINIUM HOMES

CITY OF BROOKFIELD, WAUKESHA COUNTY, WISCONSIN.

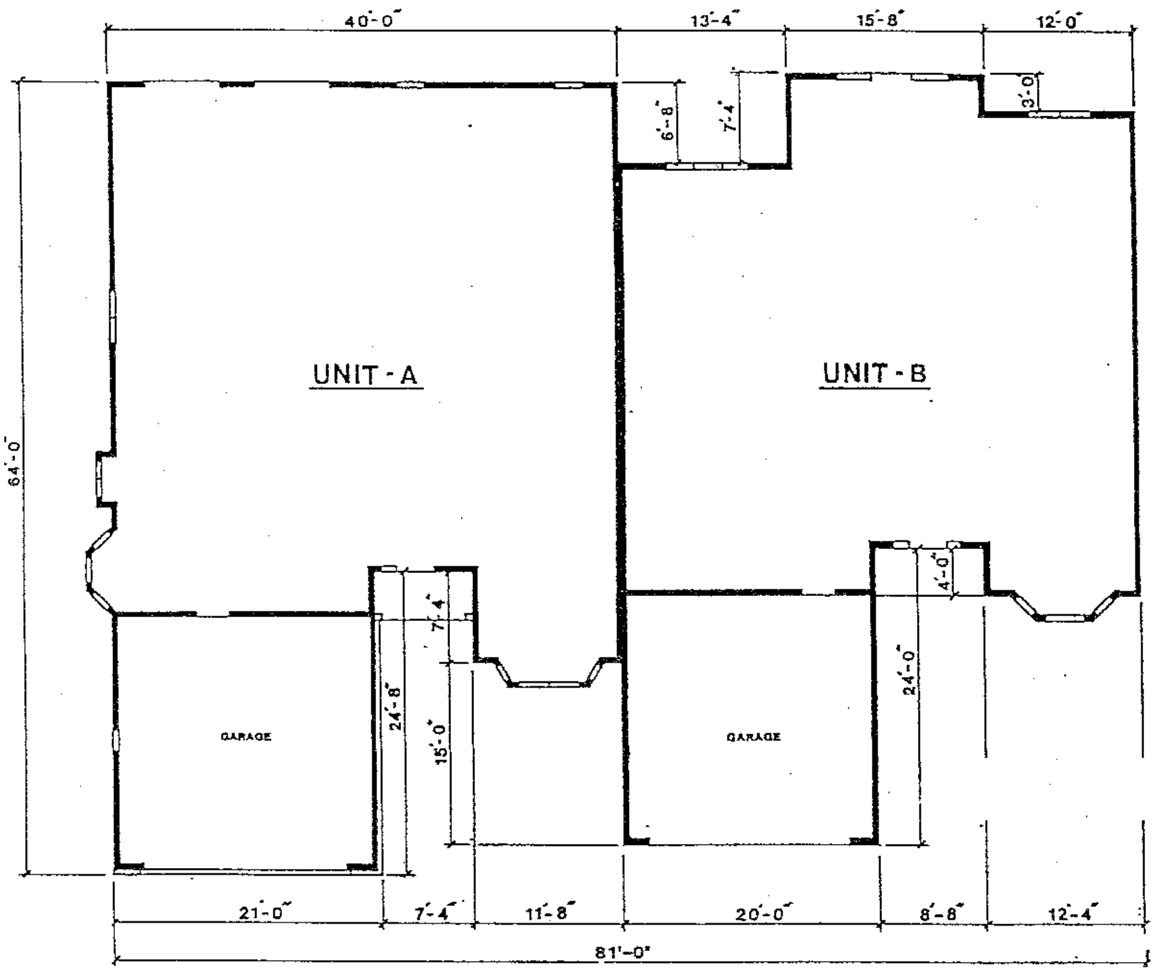
PHASE II



BASEMENT PLAN FOR BUILDING 16

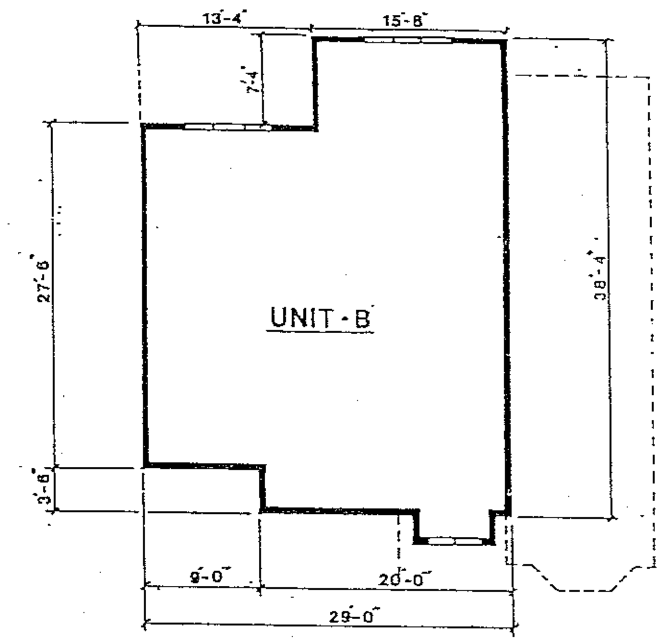
REEL 1534 IMAGE 0332

AMENDED PHEASANT RUN CONDOMINIUM HOMES
CITY OF BROOKFIELD, WAUKESHA COUNTY, WISCONSIN.
PHASE II



ALL DIMENSIONS SHOWN ARE APPROXIMATE.

FIRST FLOOR PLAN FOR BUILDING-16



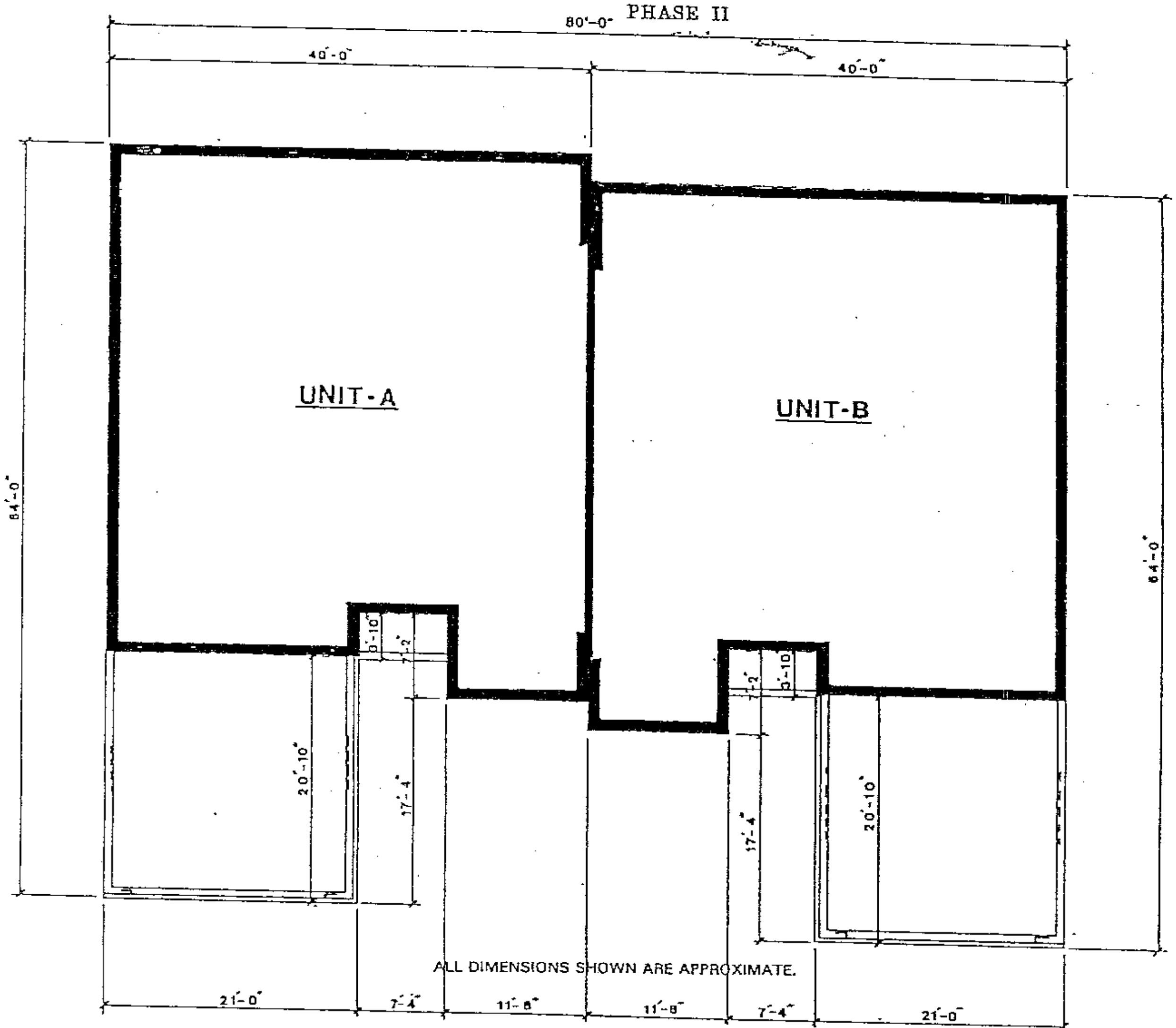
SECOND FLOOR PLAN FOR BUILDING 16

REEL 1534 IMAGE 0333

AMENDED PHEASANT RUN CONDOMINIUM HOMES

CITY OF BROOKFIELD, WAUKESHA COUNTY, WISCONSIN.

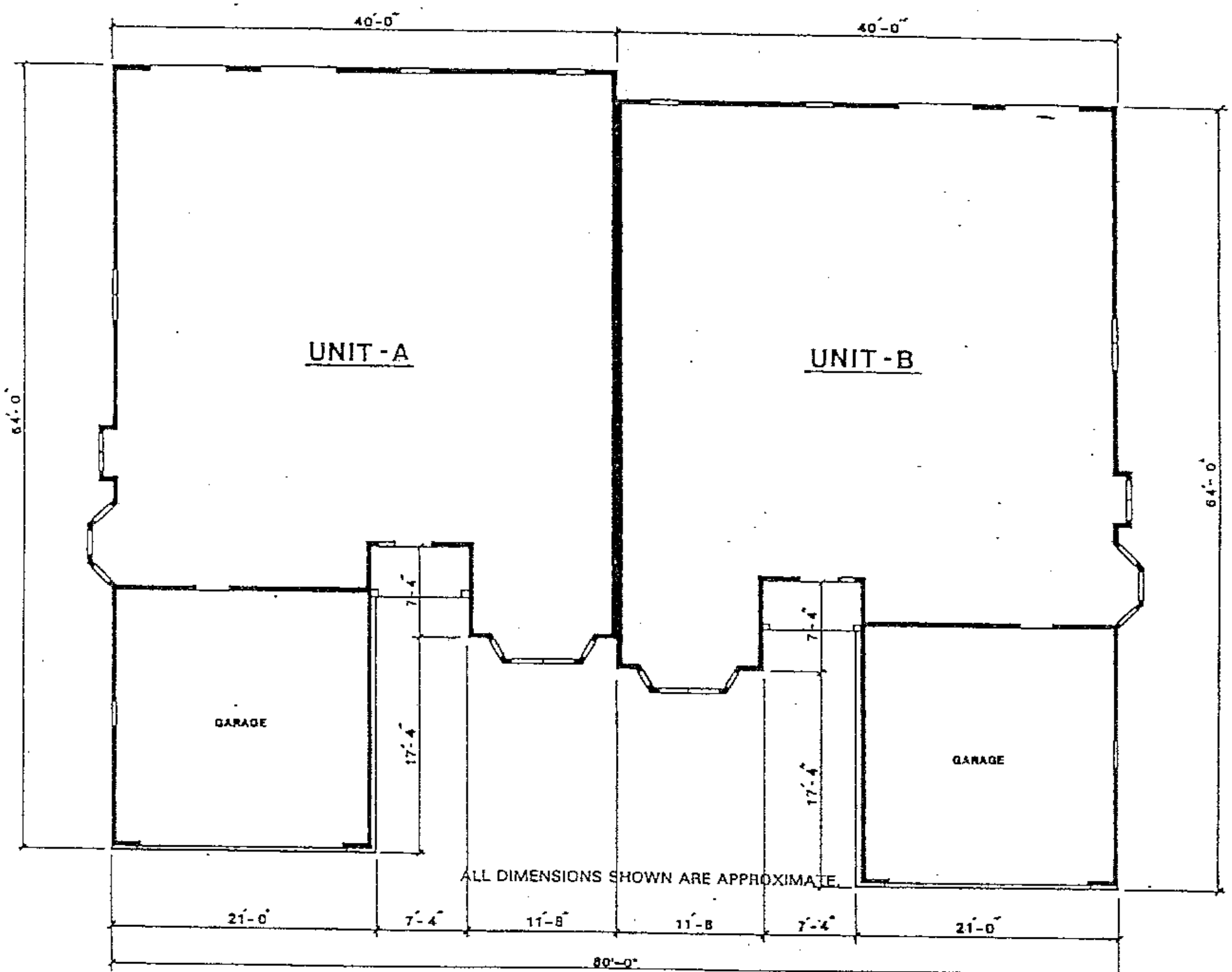
PHASE II



ALL DIMENSIONS SHOWN ARE APPROXIMATE.

BASEMENT PLAN FOR BUILDING 18

AMENDED PHEASANT RUN CONDOMINIUM HOMES
CITY OF BROOKFIELD, WAUKESHA COUNTY, WISCONSIN.
PHASE II



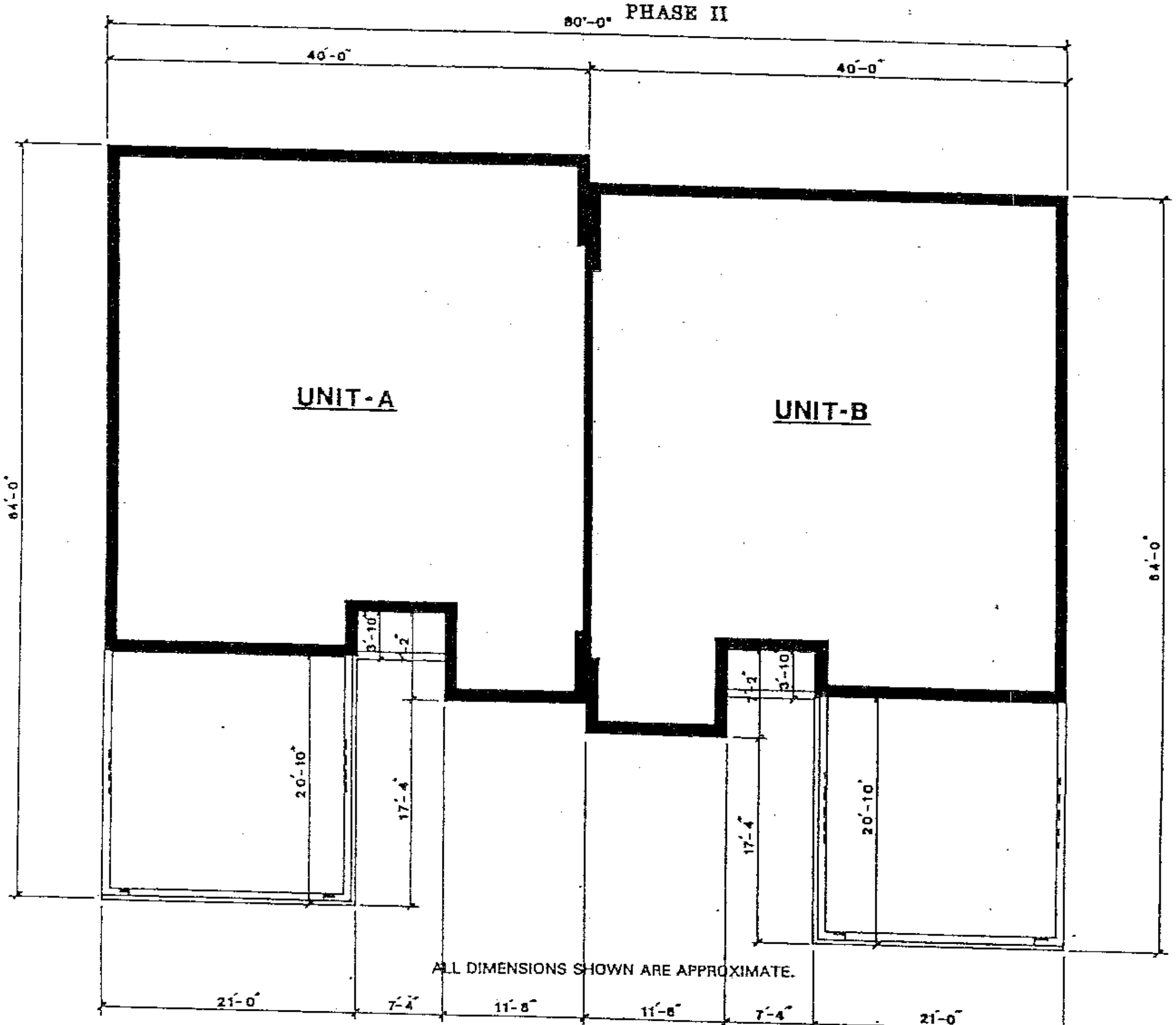
FIRST FLOOR PLAN FOR BUILDING 18-

REEL 1534 IMAGE 0335

AMENDED PHEASANT RUN CONDOMINIUM HOMES

CITY OF BROOKFIELD, WAUKESHA COUNTY, WISCONSIN.

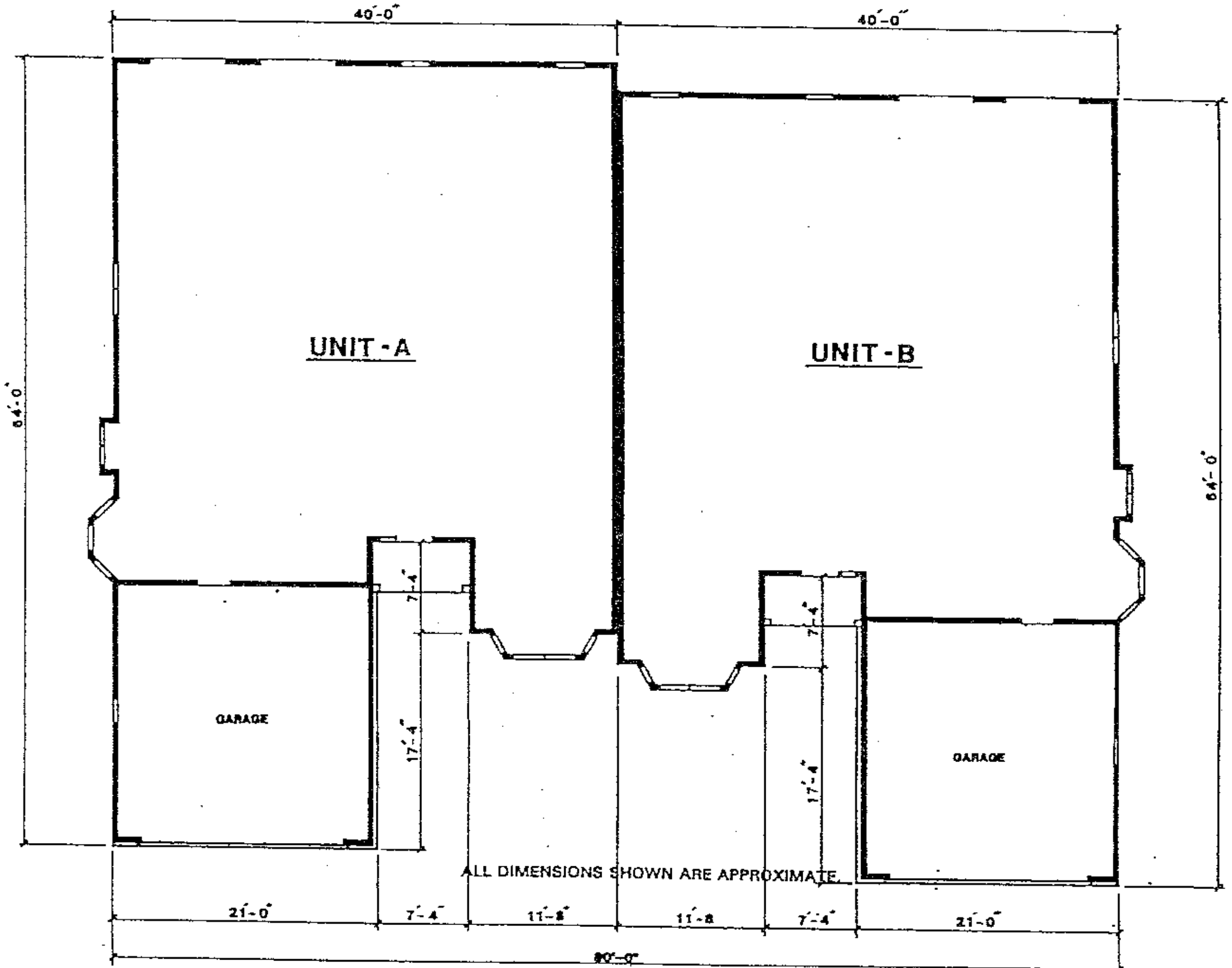
PHASE II



BASEMENT PLAN FOR BUILDING 22

REEL 1534 IMAGE 0336

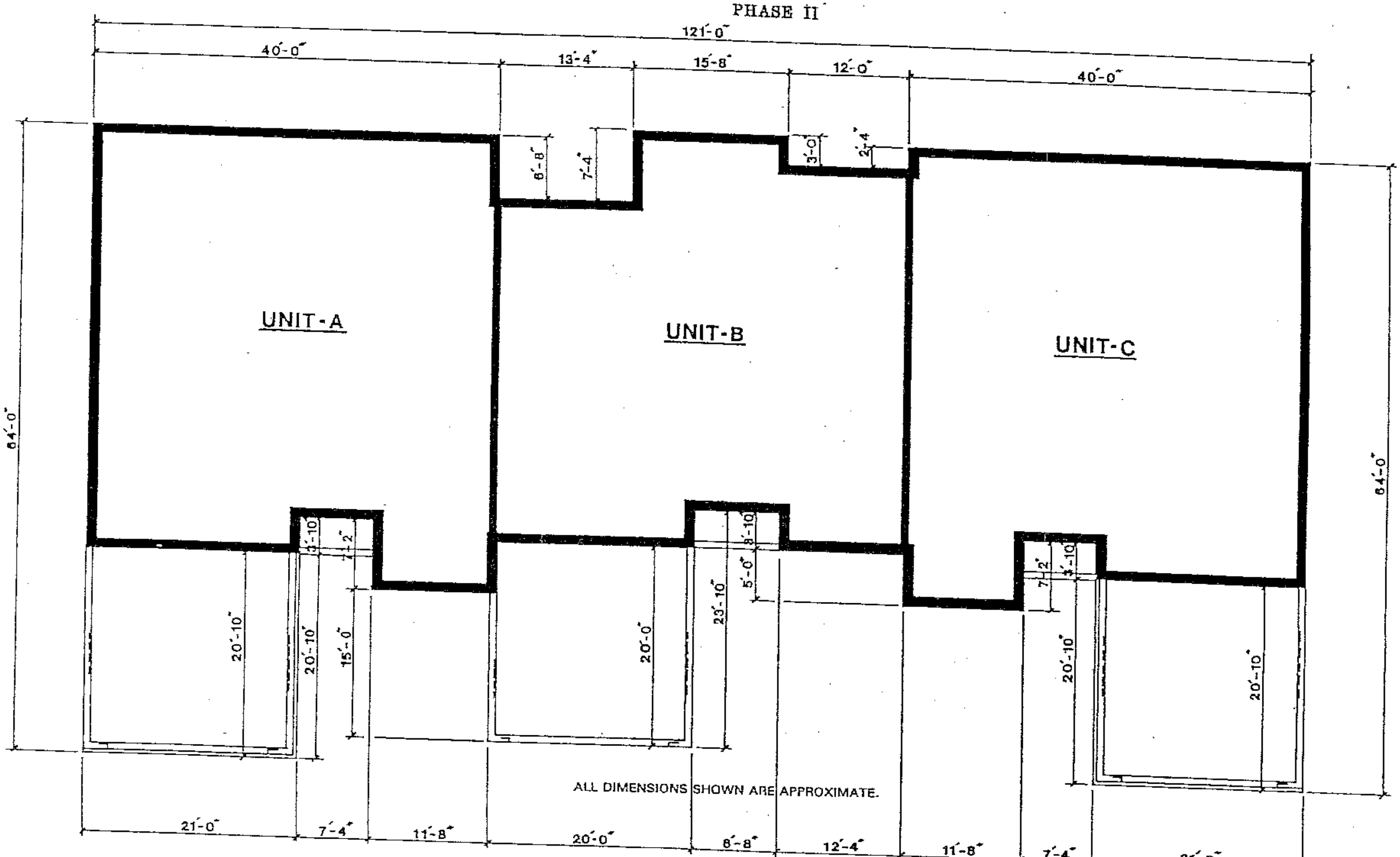
AMENDED PHEASANT RUN CONDOMINIUM HOMES
CITY OF BROOKFIELD, WAUKESHA COUNTY, WISCONSIN.
PHASE II



FIRST FLOOR PLAN FOR BUILDING 22

REEL 1534 IMAGE 0337

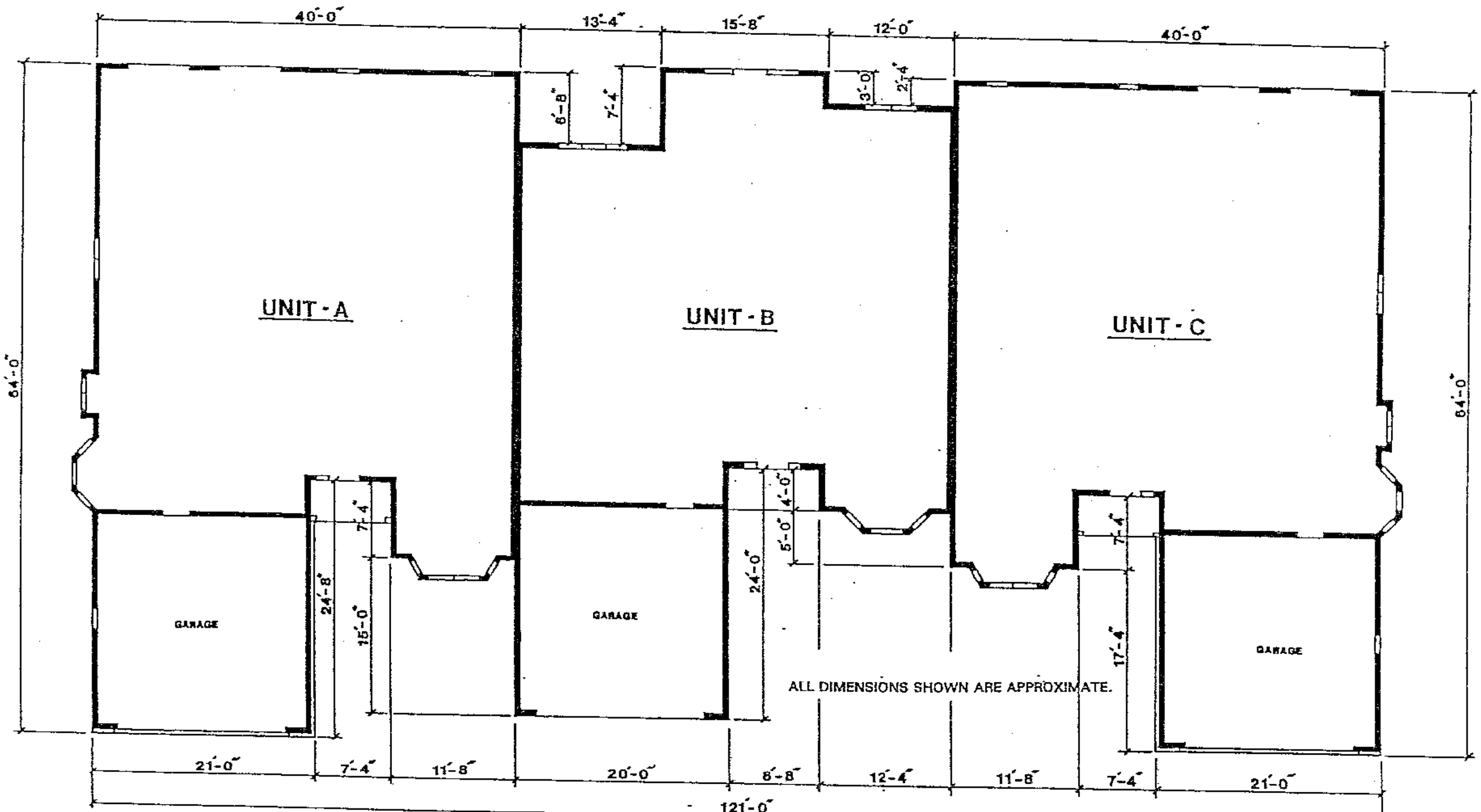
AMENDED PHEASANT RUN CONDOMINIUM HOMES
CITY OF BROOKFIELD, WAUKESHA COUNTY, WISCONSIN.
PHASE II



BASEMENT PLAN FOR BUILDING 19

REEL 1534 IMAGE 0338

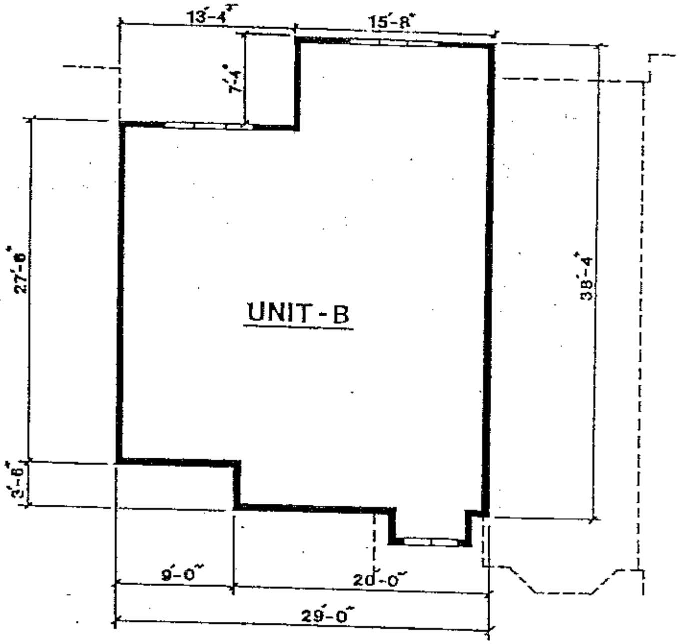
AMENDED PHEASANT RUN CONDOMINIUM HOMES
CITY OF BROOKFIELD, WAUKESHA COUNTY, WISCONSIN.
PHASE II



FIRST FLOOR PLAN FOR BUILDING 19

REEL 1534 IMAGE 0339

AMENDED PHEASANT RUN CONDOMINIUM HOMES
CITY OF BROOKFIELD, WAUKESHA COUNTY, WISCONSIN.
PHASE II

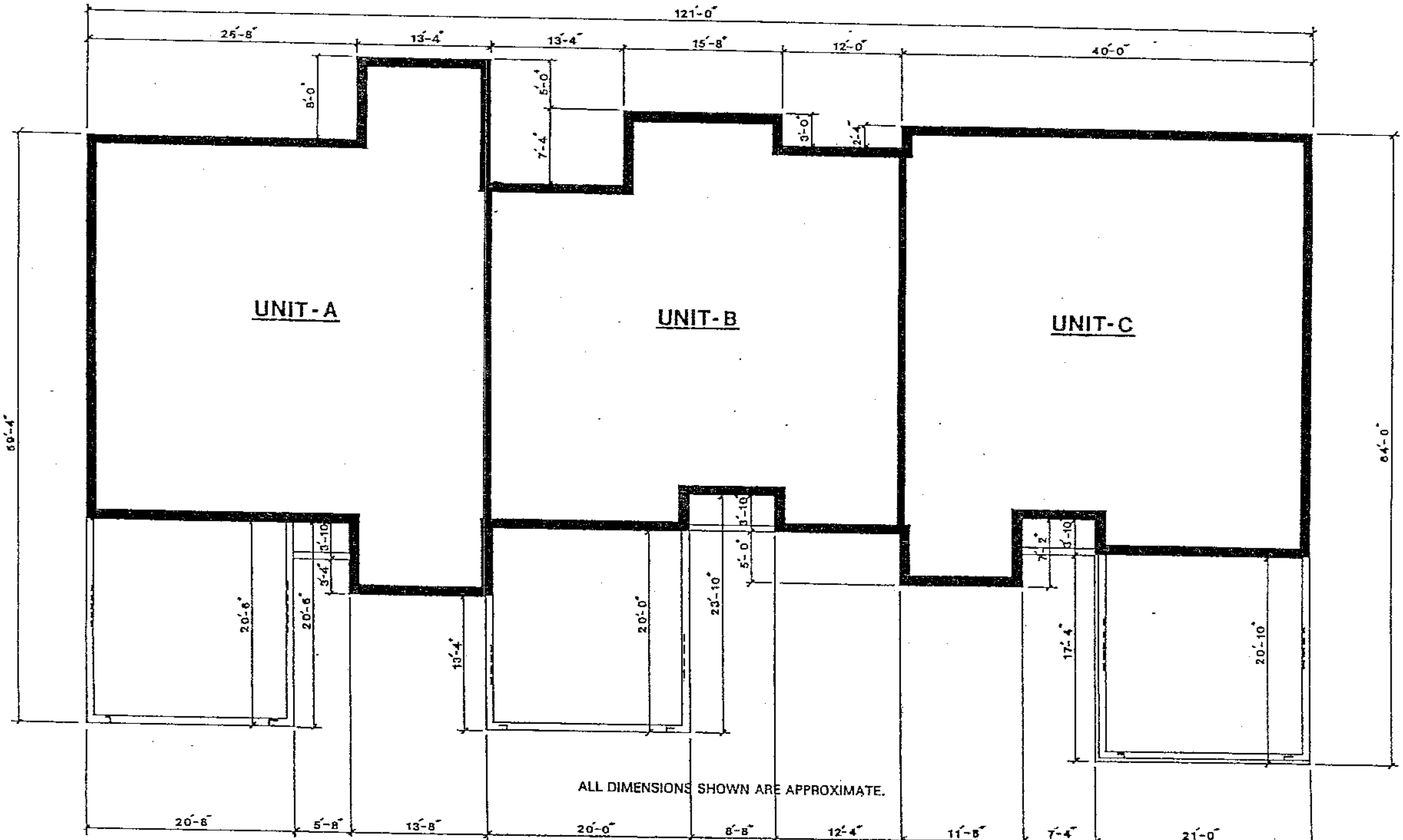


ALL DIMENSIONS SHOWN ARE APPROXIMATE.

SECOND FLOOR PLAN FOR BUILDING 19

REEL 1534 IMAGE 0340

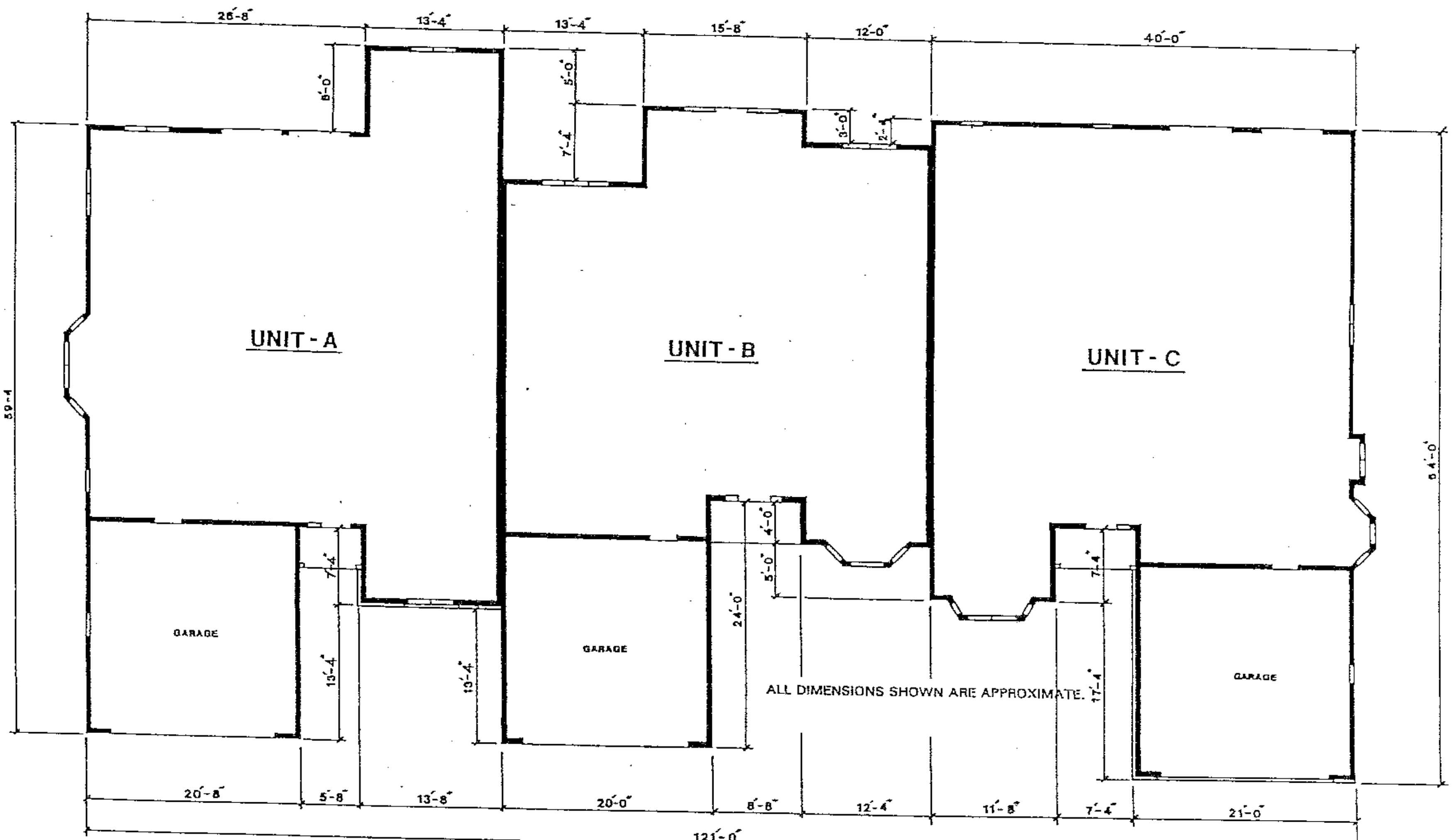
AMENDED PHEASANT RUN CONDOMINIUM HOMES
CITY OF BROOKFIELD, WAUKESHA COUNTY, WISCONSIN.
PHASE II



BASEMENT PLAN FOR BUILDING 20 (Reverse Plan)

REEL 1534 IMAGE 0341

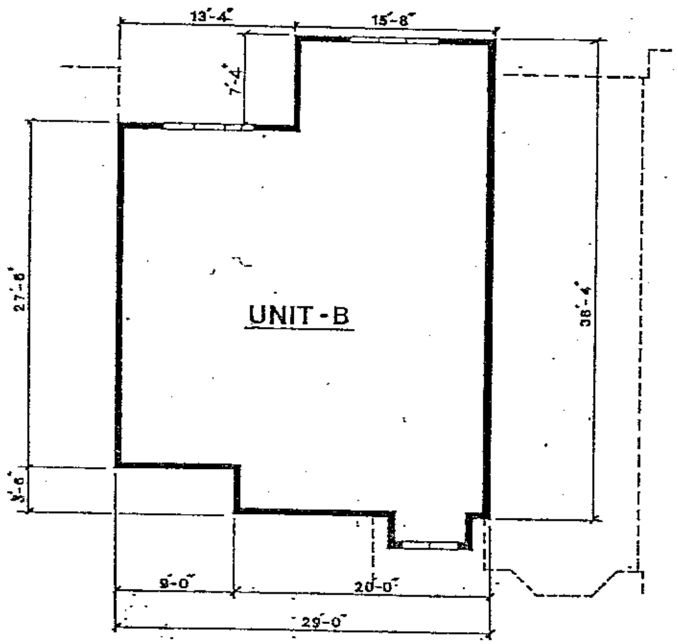
AMENDED PHEASANT RUN CONDOMINIUM HOMES
CITY OF BROOKFIELD, WAUKESHA COUNTY, WISCONSIN.
PHASE II



FIRST FLOOR PLAN FOR BUILDING 20 (Reverse Plan)

REEL 1534 IMAGE 0342

AMENDED PHEASANT RUN CONDOMINIUM HOMES
CITY OF BROOKFIELD, WAUKESHA COUNTY, WISCONSIN.
PHASE II



ALL DIMENSIONS SHOWN ARE APPROXIMATE.

SECOND FLOOR PLAN FOR BUILDING 20
(Reverse Plan)

1944522

REGISTER'S OFFICE
WAUKESHA COUNTY, WIS } SS

94 MAR -8 AM 8:51

REEL 1892 IMAGE 0173

REGISTER OF DEEDS

1944522

THIRD AMENDMENT

TO

CONDOMINIUM DECLARATIONS

OF

CONDITIONS, COVENANTS, RESTRICTIONS AND EASEMENTS

FOR

PHEASANT RUN CONDOMINIUM HOMES

This Amendment is made pursuant to the Unit Ownership Act of the State of Wisconsin, Chapter 703 of Wisconsin Statutes, (hereinafter referred to as the "Act") this 28th day of February, 1994, by Regency Development Corp. by Michael L. Bertram, President, and Carol J. Bertram, Secretary, (hereinafter referred as "Declarant").

WHEREAS, the Declarant on the 17th day of October, 1988, created Pheasant Run Condominium Homes, pursuant to the Condominium Declarations of Conditions, Covenants, Restrictions and Easements for Pheasant Run Condominium Homes, which were recorded in the Office of the Register of Deeds for Waukesha County on the 18th day of October, 1988, as Document No. 1506212, which were amended by the First Amendment to Condominium Declarations of Conditions, Covenants, Restrictions and Easements for Pheasant Run Condominium Homes, which were recorded in the Office of the Register of Deeds for Waukesha County on the 28th day of August, 1990, as Document #1609522, which were amended by the Second Amendment to Condominium Declarations of Conditions, Covenants, Restrictions and Easements for Pheasant Run Condominium Homes, which were recorded in the Office of the Register of Deeds for Waukesha County on the 12th day of August, 1992, as Document #1757597, and

WHEREAS, the Declarant is desirous of amending said Condominium Declarations,

NOW, THEREFORE, the Condominium Declarations of Conditions, Covenants, Restrictions and Easements for Pheasant Run Condominium Homes are amended as follows:

1. LEGAL DESCRIPTION. The following described real estate is subject to the provisions of this Declaration:

> Certified Survey Map #7286, recorded January 31, 1994, in Volume 61 of Certifed Survey Maps, on Pages 325 through 332 inclusive, as Document #1934016, being a redivision of all of Parcel 4 of Certified Survey Map No. 5400 and all of Parcels 1 and 2 of Certified Survey Map No. 6109, all being a part of the SW 1/4 and the SE 1/4 of the NE 1/4 of Section 32, T 7 N, R 20 E, in the City of Brookfield, Waukesha County, Wisconsin.

2. DESCRIPTION AND LOCATION OF BUILDINGS

There shall be sixty-three (63) buildings constructed on the real estate described in Paragraph 1, which buildings shall contain a total of one hundred fifty five (155) units. There shall be thirteen (13) buildings of four (4) units each which consist of ranch and townhouse units. The end units of each of these buildings shall contain a basement and one level of living space, with attached two car garage, the middle units shall consist of a basement and two levels of living space, with attached two car garage. The entrance to the attached two car garage for the end units may either be front entry or side entry depending on the terrain and access availability. There shall be four (4) buildings of three (3) units each which consist of ranch and townhouse units. The end units of each of these buildings shall contain a basement and one level of living space with attached two car garage. The middle unit shall consist of a basement and two levels of living space, with attached two car garage. The entrance to the attached two car garage for the end units may either be front entry or side entry depending on the terrain and access availability. There shall be twelve (12) buildings of two (2) units each which consist of ranch units. Each of these buildings shall contain a basement and one (1) level of living space with attached two (2) car garage. The entrance to the attached two car garage shall be front entry. There shall be thirty-three (33) buildings of two (2) units each which consist of a ranch and a townhouse unit. One (1) unit shall contain a basement and one (1) level of living space with attached two car garage; and the other unit shall consist of a basement and two (2) levels of living space, with attached two car garage. The entrance to the attached two car garage shall be front entry. There shall be one (1) building which contains one (1) ranch unit. This building shall contain a basement and one (1) level of living space with attached two (2) car garage. The entrance to the attached two (2) car garage shall be front entry.

Enlargement of the condominium is at the discretion of the Declarant and there is no obligation or commitment on the part of the Declarant, nor are unit owners given any rights, to add any property or construct any additional units as a part of the original condominium. The Declarant may develop a portion only and not all of the additional property and units as specified in Paragraph 2 of this Amendment. Prior to construction, the Declarant shall have the right to modify two (2) unit buildings consisting of two (2) ranch units to buildings which shall consist of a ranch and townhouse unit or two (2) townhouse units at Declarant's sole discretion. The principal materials of which the buildings are to be constructed are poured concrete foundation, poured concrete or concrete block basement walls, wood frame construction, and cedar and veneered brick exterior. Complete construction details are contained in working plans and drawings available for inspection at the office of the Declarant. The buildings are to be located on the real estate as indicated in the Survey marked Exhibit "A" attached hereto and made a part of this Declaration. The buildings and units are more fully described in the building and floor plans attached hereto as Exhibit "B" and made a part hereof. Declarant shall have the right to amend this Declaration at its sole discretion for the purpose of recording a plat of survey or plans depicting the lay-out, location, unit numbers and dimensions of the buildings and units as finally located and erected and the percentage of ownership in the common elements and facilities. Declarant reserves the right, subject to approval of the City of Brookfield, to change the layout and dimensions of the buildings and units shown in Exhibit "B" which are not presently constructed, provided that such changes will not substantially alter the nature and quality of the buildings and units.

3. NUMBER AND IDENTIFICATION OF UNITS

3.1 NUMBER. There shall initially be a total of one hundred fifty five (155) condominium units in Pheasant Run Condominium Homes.

3.2 IDENTIFICATION. A unit is that part of a building intended for individual, private use, comprised of one or more cubicles of air at one or more levels of space having outer boundaries formed by the interior surfaces of the perimeter walls, floors, ceilings, windows, window frames, doors and door frames of the buildings, as said boundaries are shown on the building and floor plans attached hereto as Exhibit "B", together with all fixtures and improvements therein contained.

The units are designated by identifying numbers, their location, immediate common elements to which the units have access and further details identifying and describing the units are as set forth in Exhibit "B" attached hereto. The post office address of the units are as follows:

Building 1 - 18850 West Stonehedge Drive
Building 2 - 610 South MacHenry Circle
Building 3 - 650 South MacHenry Circle
Building 4 - 665 South MacHenry Circle
Building 5 - 655 South MacHenry Circle

Building 6 - 615 South MacHenry Circle
Building 7 - 640 South MacHenry Circle
Building 8 - 18905 West Stonehedge Drive
Building 9 - 18910 West Stonehedge Drive
Building 10 - 18980 West Stonehedge Drive
Building 11 - 19020 West Stonehedge Drive
Building 12 - 19070 West Stonehedge Drive
Building 13 - 19110 West Stonehedge Drive
Building 14 - 620 South Willowick Court
Building 15 - 670 South Willowick Court
Building 16 - 675 South Willowick Court
Building 17 - 645 South Willowick Court
Building 18 - 640 South McNally Lane
Building 19 - 680 South McNally Lane
Building 20 - 685 South McNally Lane
Building 21 - 635 South McNally Lane
Building 22 - 19055 West Stonehedge Drive
Building 23 - 19160 West Stonehedge Drive
Building 24 - 19190 West Stonehedge Drive
Building 25 - 19220 West Stonehedge Drive
Building 26 - 19270 West Stonehedge Drive
Building 27 - 19340 West Stonehedge Drive
Building 28 - 19360 West Stonehedge Drive
Building 29 - 19400 West Stonehedge Drive
Building 30 - 540 South McAurther Lane
Building 31 - 510 South McAurther Lane
Building 32 - 515 South McAurther Lane
Building 33 - 545 South McAurther Lane
Building 34 - 550 South McPride Lane
Building 35 - 500 South McPride Lane
Building 36 - 505 South McPride Lane
Building 37 - 535 South McPride Lane
Building 38 - 565 South McPride Lane
Building 39 - 585 South Stonehedge Road
Building 40 - 625 South Stonehedge Road
Building 41 - 655 South Stonehedge Road
Building 42 - 695 South Stonehedge Road
Building 43 - 690 South Stonehedge Road
Building 44 - 660 South Stonehedge Road
Building 45 - 630 South Stonehedge Road
Building 46 - 590 South Stonehedge Road
Building 47 - 19475 West Stonehedge Road
Building 48 - 19435 West Stonehedge Road
Building 49 - 19405 West Stonehedge Road
Building 50 - 19335 West McAllister Lane
Building 51 - 19325 West McAllister Lane
Building 52 - 19315 West McAllister Lane
Building 53 - 19305 West McAllister Lane
Building 54 - 19295 West McAllister Lane
Building 55 - 19255 West McAllister Lane
Building 56 - 19245 West McAllister Lane

Building 57 - 19235 West McAllister Lane
Building 58 - 19185 West Stonehedge Drive
Building 59 - 19230 West McAllister Lane
Building 60 - 19275 West Stonehedge Drive
Building 61 - 19330 West McAllister Lane
Building 62 - 19300 West McAllister Lane
Building 63 - 19260 West McAllister Lane

4. PERCENTAGE OF OWNERSHIP IN COMMON ELEMENTS AND FACILITIES

Each unit owner shall own an undivided interest in the common elements and facilities and Limited Common Elements as a tenant in common with all other unit owners and, except as otherwise limited in this Declaration shall have the right to use and occupy the common elements and facilities in Limited Common Elements for all purposes incident to the use and occupancy of his unit as a place of residence, and such other incidental uses permitted by this Declaration, which right shall be appurtenant to and run with his unit. The percentage of such undivided interest in the common elements and facilities and Limited Common Elements appertaining to each unit and its owner shall be as follows:

Building 1, Unit A	.6068%	Building 2, Unit A	.6068%
Building 1, Unit B	.6472%	Building 2, Unit B	.6472%
Building 1, Unit C	.6472%	Building 2, Unit C	.6472%
Building 1, Unit D	.6068%	Building 2, Unit C	.6068%
Building 3, Unit A	.6068%	Building 4, Unit A	.6068%
Building 3, Unit B	.6472%	Building 4, Unit B	.6472%
Building 3, Unit C	.6472%	Building 4, Unit C	.6876%
Building 3, Unit D	.6068%	Building 4, Unit D	.6068%
Building 5, Unit A	.6068%	Building 6, Unit A	.6068%
Building 5, Unit B	.6472%	Building 6, Unit B	.6472%
Building 5, Unit C	.6876%	Building 6, Unit C	.6472%
Building 5, Unit D	.6068%	Building 6, Unit D	.6068%
Building 7, Unit A	.6068%	Building 8, Unit A	.6068%
Building 7, Unit B	.6472%	Building 8, Unit B	.6472%
Building 7, Unit C	.6068%	Building 8, Unit C	.6068%
Building 9, Unit A	.6068%	Building 10, Unit A	.6068%
Building 9, Unit B	.6472%	Building 10, Unit B	.6876%
Building 9, Unit C	.6472%	Building 10, Unit C	.6876%
Building 9, Unit D	.6068%	Building 10, Unit D	.6068%
Building 11, Unit A	.6068%	Building 12, Unit A	.6068%
Building 11, Unit B	.6876%	Building 12, Unit B	.6876%
Building 11, Unit C	.6876%	Building 12, Unit C	.6876%
Building 11, Unit D	.6068%	Building 12, Unit D	.6068%

Building 13, Unit A	.6068%	Building 14, Unit A	.6068%
Building 13, Unit B	.6876%	Building 14, Unit B	.6876%
Building 13, Unit C	.6876%	Building 14, Unit C	.6876%
Building 13, Unit D	.6068%	Building 14, Unit D	.6068%
Building 15, Unit A	.7282%	Building 16, Unit A	.6068%
Building 15, Unit B	.6068%	Building 16, Unit B	.7282%
Building 17, Unit A	.7282%	Building 18, Unit A	.6068%
Building 17, Unit B	.6068%	Building 18, Unit B	.6068%
Building 19, Unit A	.6068%	Building 20, Unit A	.6068%
Building 19, Unit B	.7282%	Building 20, Unit B	.7282%
Building 19, Unit C	.6068%	Building 20, Unit C	.6068%
Building 21, Unit A	.6068%	Building 22, Unit A	.6068%
Building 21, Unit B	.6877%	Building 22, Unit B	.6068%
Building 21, Unit C	.6877%		
Building 21, Unit D	.6068%		
Building 23, Unit B	.7282%	Building 24, Unit A	.6068%
Building 23, Unit B	.6068%	Building 24, Unit B	.6068%
Building 25, Unit A	.7282%	Building 26, Unit A	.7282%
Building 25, Unit B	.6068%	Building 26, Unit B	.6068%
Building 27, Unit A	.7282%	Building 28, Unit A	.7282%
Building 27, Unit B	.6068%	Building 28, Unit B	.6068%
Building 29	.6068%	Building 30, Unit A	.6068%
		Building 30, Unit B	.6068%
Building 31, Unit A	.7282%	Building 32, Unit A	.7282%
Building 31, Unit B	.6068%	Building 32, Unit B	.6068%
Building 33, Unit A	.6068%	Building 34, Unit A	.6068%
Building 33, Unit B	.6068%	Building 34, Unit B	.6068%
Building 35, Unit A	.7282%	Building 36, Unit A	.7282%
Building 35, Unit B	.6068%	Building 36, Unit B	.6068%
Building 37, Unit A	.7282%	Building 38, Unit A	.7282%
Building 37, Unit B	.6068%	Building 38, Unit B	.6068%
Building 39, Unit A	.7282%	Building 40, Unit A	.7282%
Building 39, Unit B	.6068%	Building 40, Unit B	.6068%
Building 41, Unit A	.7282%	Building 42, Unit A	.6068%
Building 41, Unit B	.6068%	Building 42, Unit B	.6068%

Building 43, Unit A	.7282%	Building 44, Unit A	.7282%
Building 43, Unit B	.6068%	Building 44, Unit B	.6068%
Building 45, Unit A	.7282%	Building 46, Unit A	.7282%
Building 45, Unit B	.6068%	Building 46, Unit B	.6068%
Building 47, Unit A	.7282%	Building 48, Unit A	.7282%
Building 47, Unit B	.6068%	Building 48, Unit B	.6068%
Building 49, Unit A	.7282%	Building 50, Unit A	.7282%
Building 49, Unit B	.6068%	Building 50, Unit B	.6068%
Building 51, Unit A	.7282%	Building 52, Unit A	.7282%
Building 51, Unit B	.6068%	Building 52, Unit B	.6068%
Building 53, Unit A	.7282%	Building 54, Unit A	.6068%
Building 53, Unit B	.6068%	Building 54, Unit B	.6068%
Building 55, Unit A	.7282%	Building 56, Unit A	.7282%
Building 55, Unit B	.6068%	Building 56, Unit B	.6068%
Building 57, Unit A	.7282%	Building 58, Unit A	.6068%
Building 57, Unit B	.6068%	Building 58, Unit B	.6068%
Building 59, Unit A	.6068%	Building 60, Unit A	.6068%
Building 59, Unit B	.6068%	Building 60, Unit B	.6068%
Building 61, Unit A	.7282%	Building 62, Unit A	.7282%
Building 61, Unit B	.6068%	Building 62, Unit B	.6068%
Building 63, Unit A	.6068%		
Building 63, Unit B	.6068%		

With each phase of development and construction of an additional building, the percentage of such undivided interest in the common elements and the facilities and limited common elements appertaining to each unit shall change. Any owner or mortgagee gaining an interest in any unit, prior to completion of all intended phases, consents to the automatic reduction and alteration of this percentage as may be determined, from time to time.

The common surpluses and expenses of the property shall be established and shared among the unit owners with each unit sharing an interest therein. The percentage of common surpluses and expenses for each unit shall be determined by the creation of a fraction the numerator of which shall be one (1) and the denominator of which shall be the total number of units constructed on the date of calculating this percentage. With each phase of development and construction of an additional building, the percentage of common surpluses and expenses shall change accordingly. Any owner or mortgagee gaining an interest in any unit, prior to completion of all intended phases, consents to the automatic reduction and alteration of this fraction as may be determined, from time to time, using the aforementioned formula.

5. LIABILITY FOR COMMON EXPENSES

The costs of administration of the Association, insurance, repair, maintenance and other expenses of the common elements and facilities and limited common elements, and the common services provided to the unit owners, including municipal water and sewer service, shall be paid for by the Association. The Association shall make assessments against the unit owners, as well as the units themselves for such common expenses and for the creation of reserves for the payment of future common expenses with each unit sharing said assessments. The percentage liability for common expenses and the right to common surpluses for each unit owner shall be determined by the creation of a fraction the numerator of which shall be one (1) and the denominator of which shall be the total number of units constructed on the date of calculating this percentage. With each phase of development, the percentage shall change accordingly. It being the intent of the Declarant that upon the conclusion of the total envisioned project, the percentage shall be one/one hundred fifty-fifth (1/155th) value to each unit. Any unit owner or mortgagee gaining an interest in any unit, prior to completion of all intended phases, consents to the automatic alteration of this fraction, from time to time, using the aforementioned formula.

No unit owner may exempt himself or his unit ownership from liability for his contribution toward the common expenses by waiver of the use or enjoyment of any other common or limited common elements and facilities or services or by the abandonment of his unit.

A unit owner shall be liable for all assessments, or installments thereof, coming due while owning a unit. In a voluntary grant, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor for his or her share of the common expenses up to the time of the voluntary grant for which a statement of condominium lien is recorded, without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee for such assessments.

All common expenses and assessments, when due, shall immediately become a personal debt of the unit owner and also a lien, against the unit to which the charges are assessed, until paid, if a statement of lien is filed within two years after the date the assessment becomes due. The lien is effective against a unit at the time the assessment became due regardless of when within the two year period it is filed.

All sums assessed by an association but unpaid for the share of the common expenses chargeable to any unit constitutes a lien on the unit and on the undivided interest in the common elements appurtenant thereto prior to all other liens except:

A. Liens of general and specific taxes;
B. All sums unpaid on a first mortgage recorded prior to the making of the assessment;
C. Mechanics liens filed prior to the making of the assessment;
D. All sums unpaid on any mortgage loan made under Section 45.80 of the Wisconsin Statutes.

All common surpluses of the Association shall be credited to the unit owners assessments for common expenses with each unit having a pro rata share of said surpluses or shall be used for any other purposes as the Association decides.

6. ROOF WATER DRAINAGE

Buildings 36 through 42 are prohibited from draining roof water by means of a buried pipe to the rear lot line.

7. VEHICULAR AND PEDESTRIAN ACCESS EASEMENT

A vehicular and pedestrian access easement has been granted to the travelling public allowing access to and from Highview Drive to Davidson Road and Brookfield Road.

8. HOMESTEAD

This is not homestead property.

IN WITNESS WHEREOF, the said Regency Development Corporation by its President, Michael L. Bertram, and Secretary, Carol J. Bertram, have caused this Declaration to be executed at Brookfield, Wisconsin, this 25th day of FEBRUARY, 1994.

REGENCY DEVELOPMENT CORP.

By Michael L. Bertram
MICHAEL L. BERTRAM, PRESIDENT

By Carol J Bertram
CAROL J. BERTRAM, SECRETARY

STATE OF WISCONSIN)
WAUKESHA COUNTY) ss

On this 28th day of FEBRUARY, 1994, before me personally came Michael L. Bertram to me known to be the person described in and who executed the foregoing instrument and said person acknowledged that said person executed the same freely and voluntarily, for the uses and purposes therein expressed.

Cindy M. Drew
Notary Public, State of Wisconsin
My Commission: October 16, 1994

STATE OF WISCONSIN)
WAUKESHA COUNTY) ss

On this 28th day of FEBRUARY, 1994, before me personally came Carol J. Bertram to me known to be the person described in and who executed the foregoing instrument and said person acknowledged that said person executed the same freely and voluntarily, for the uses and purposes therein expressed.

Susan M Bartos
Notary Public, State of Wisconsin
My Commission: August 28 1994

This instrument was drafted by:
Attorney Stephen A. Hartman
TRAPP & HARTMAN, S.C.
14380 West Capitol Drive
Brookfield, Wisconsin 53005

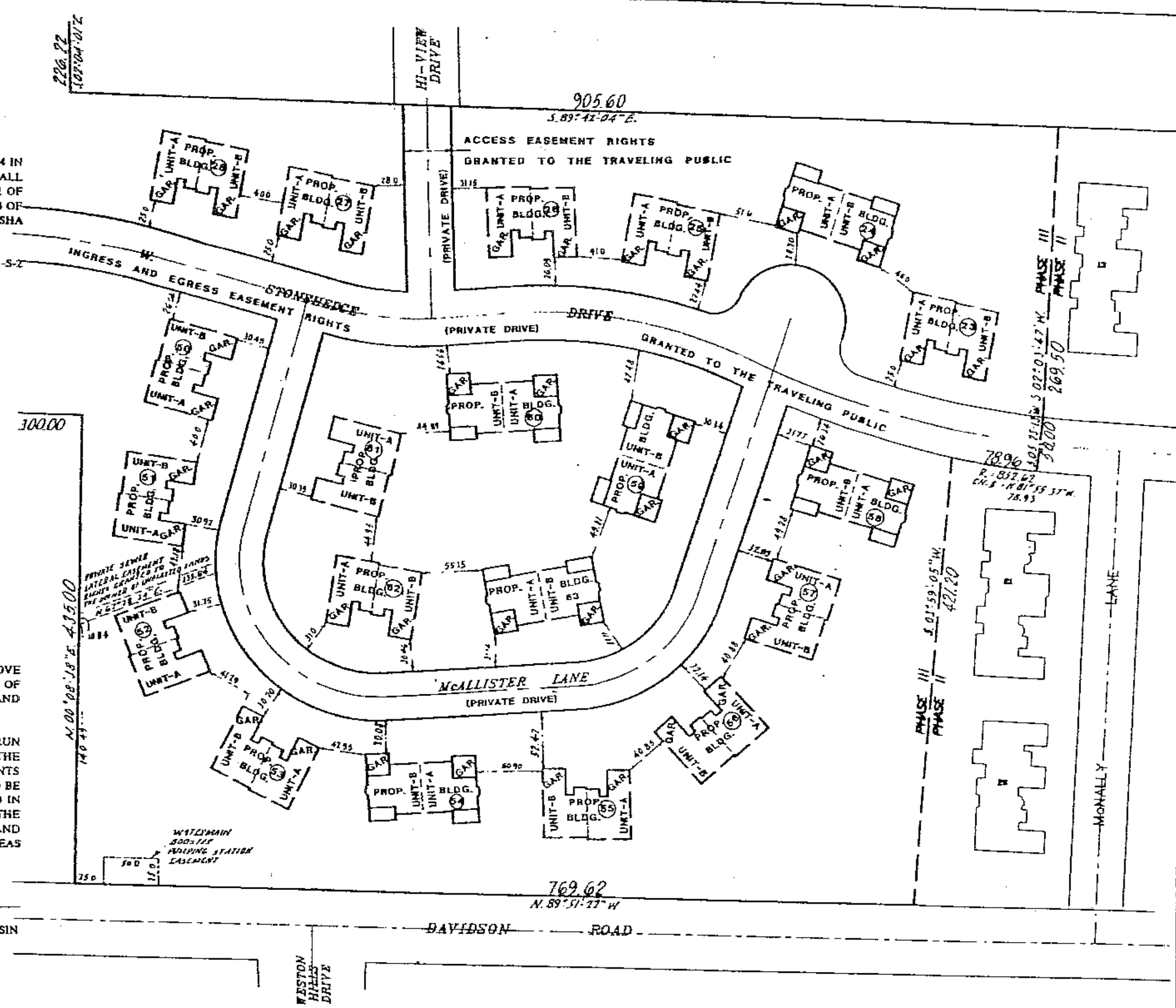
Ret X

CONDOMINIUM PLAT
PHEASANT RUN CONDOMINIUM HOMES
CITY OF BROOKFIELD, WAUKESHA COUNTY, WISCONSIN.
PHASE III
LEGAL DESCRIPTION

PARCEL 2 OF CERTIFIED SURVEY MAP NO. 7286 AS RECORDED ON JANUARY 31, 1994 IN VOLUME 61 ON PAGES 325-332, AS DOCUMENT NO. 1934016, BEING A REDIVISION OF ALL OF PARCEL 4 OF CERTIFIED SURVEY MAP NO. 5400 AND ALL OF PARCELS 1 AND 2 OF CERTIFIED SURVEY MAP NO. 6109, ALL BEING A PART OF THE SW 1/4 AND THE SE 1/4 OF THE NE 1/4 OF SECTION 32, T 7 N, R 20 E, IN THE CITY OF BROOKFIELD, WAUKESHA COUNTY, WISCONSIN.

JANUARY 31, 1994

SURVEY NO. 155181-S-2



I, KENNETH E BERKE, DO HEREBY 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.

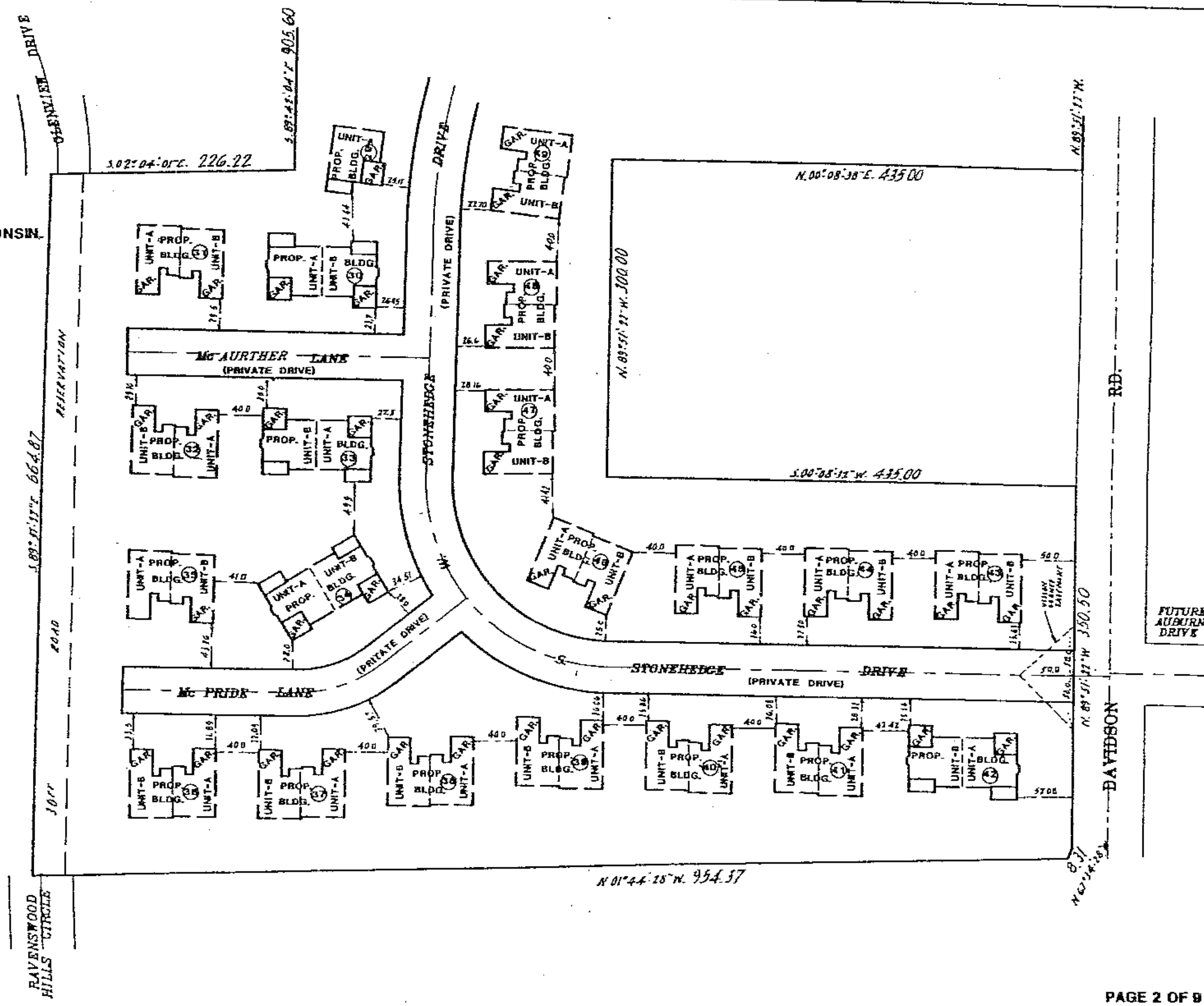
THIS CONDOMINIUM PLAT IS A CORRECT REPRESENTATION OF PHEASANT RUN CONDOMINIUM HOMES, A CONDOMINIUM AS PROPOSED AT THE DATE HEREOF, AND THE IDENTIFICATION AND PROPOSED LOCATION OF EACH UNIT AND THE COMMON ELEMENTS CAN BE DETERMINED FROM THE PLAT. THE COMMON ELEMENTS ARE DEFINED TO BE ALL OF THE CONDOMINIUM PROPERTY EXCEPT THE INDIVIDUAL UNITS DESCRIBED IN THIS PLAT. THE UNDERSIGNED SURVEYOR MAKES NO CERTIFICATION AS TO THE ACCURACY OF DIAGRAMMATIC FLOOR PLANS OF THE CONDOMINIUM BUILDING(S) AND UNITS CONTAINED IN THE PLAT OR THE APPROXIMATE DIMENSIONS OR FLOOR AREAS THEREOF.

(SEAL) WISCONSIN KENNETH E. BERKE LAND SURVEYOR

Kenneth E Berke

KENNETH E BERKE, REGISTERED WISCONSIN LAND SURVEYOR S107

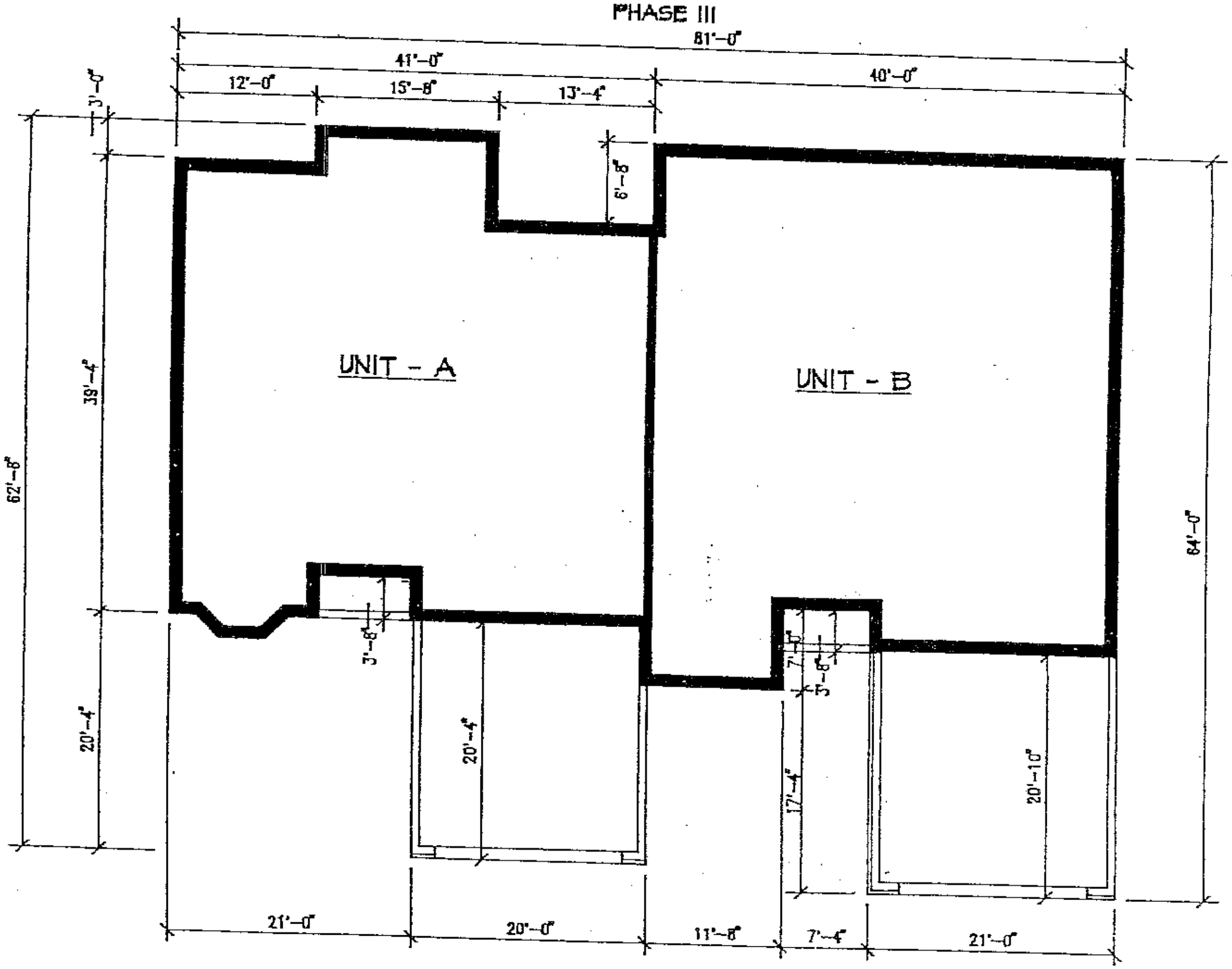
CONDOMINIUM PLAT
PHEASANT RUN CONDOMINIUM HOMES
CITY OF BROOKFIELD, WAUKESHA COUNTY, WISCONSIN
PHASE III



PHEASANT RUN CONDOMINIUM HOMES

CITY OF BROOKFIELD, WAUKESHA COUNTY, WISCONSIN.

PHASE III



ALL DIMENSIONS SHOWN ARE APPROXIMATE.

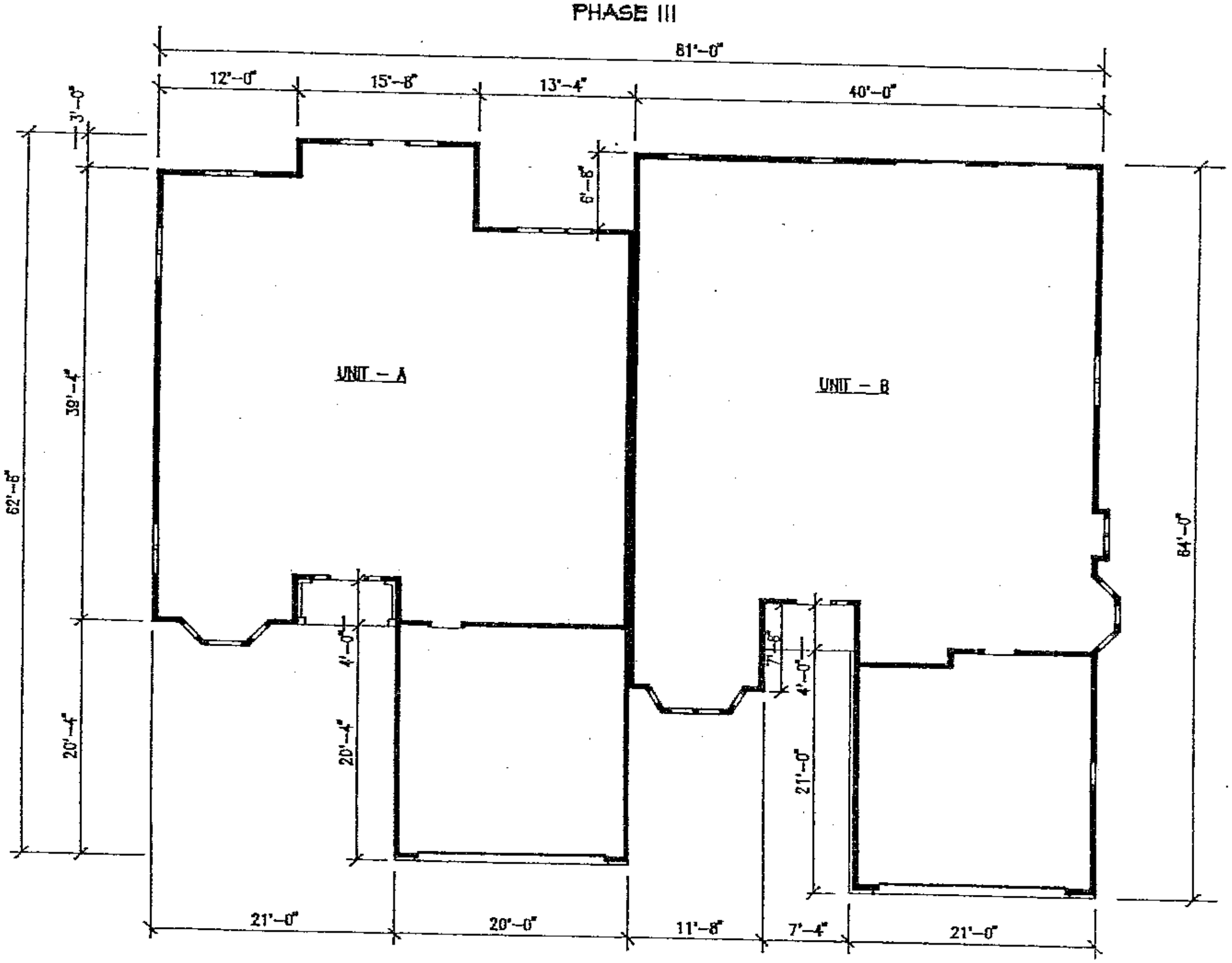
BASEMENT PLAN FOR BUILDING

BUILDINGS #23, 25, 26, 27, 28, 31, 32, 35, 36, 37, 38, 39, 40, 41, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 55, 56, 57, 61, 62

PHEASANT RUN CONDOMINIUM HOMES

CITY OF BROOKFIELD, WAUKESHA COUNTY, WISCONSIN.

PHASE III



ALL DIMENSIONS SHOWN ARE APPROXIMATE.

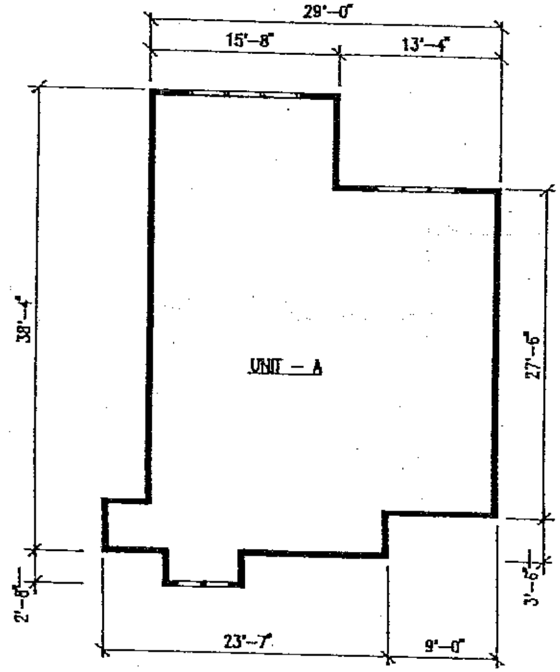
FIRST FLOOR PLAN FOR BUILDING

BUILDINGS #23, 25, 26, 27, 28, 31, 32, 35, 36, 37, 38, 39, 40, 41, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 55, 56, 57, 61, 62

PHEASANT RUN CONDOMINIUM HOMES

CITY OF BROOKFIELD, WAUKESHA COUNTY, WISCONSIN.

PHASE III

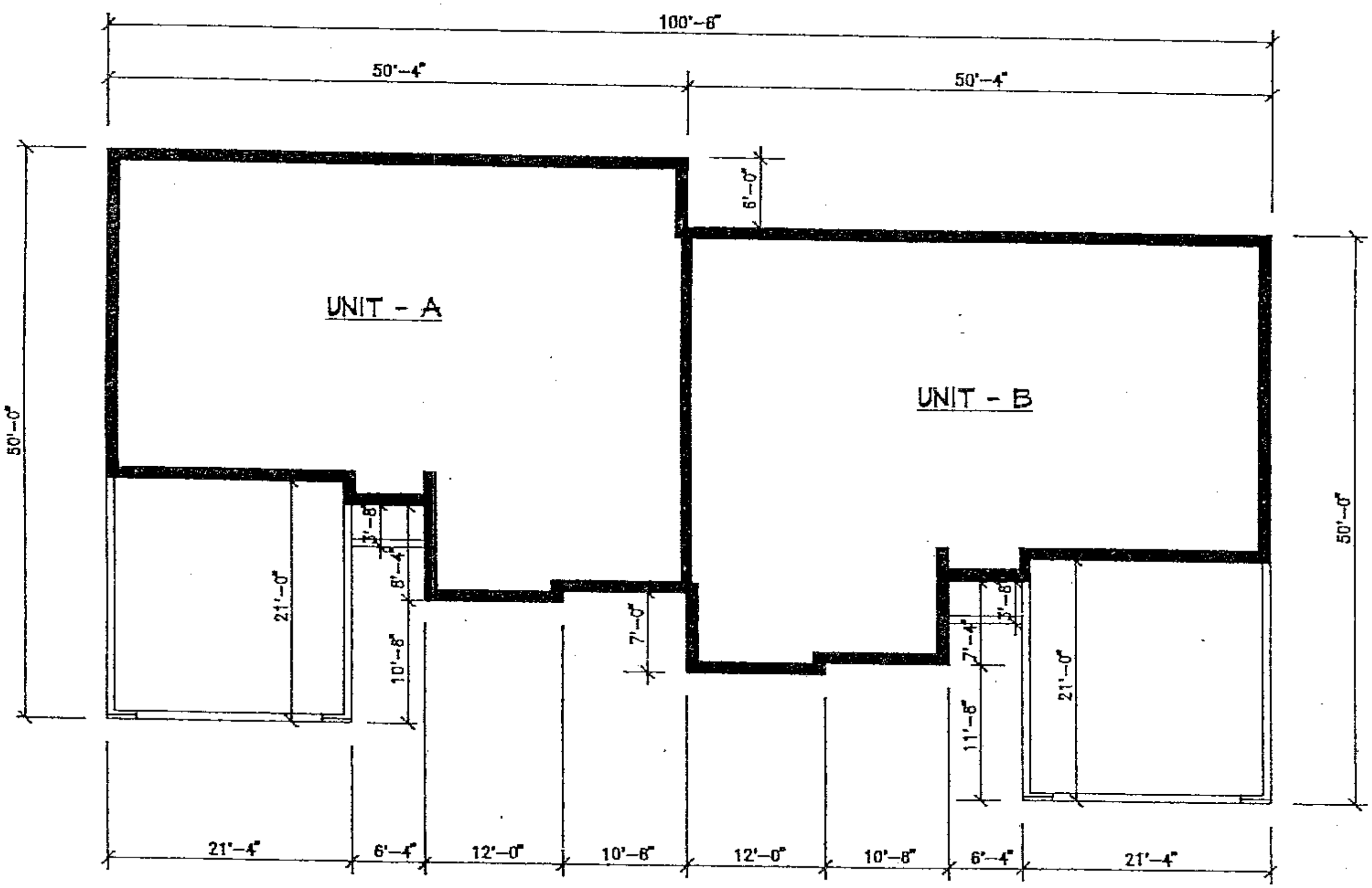


ALL DIMENSIONS SHOWN ARE APPROXIMATE.

SECOND FLOOR PLAN FOR BUILDING

BUILDINGS #23, 25, 26, 27, 28, 31, 32, 35, 36, 37, 38, 39, 40, 41, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 55, 56, 57, 61, 62

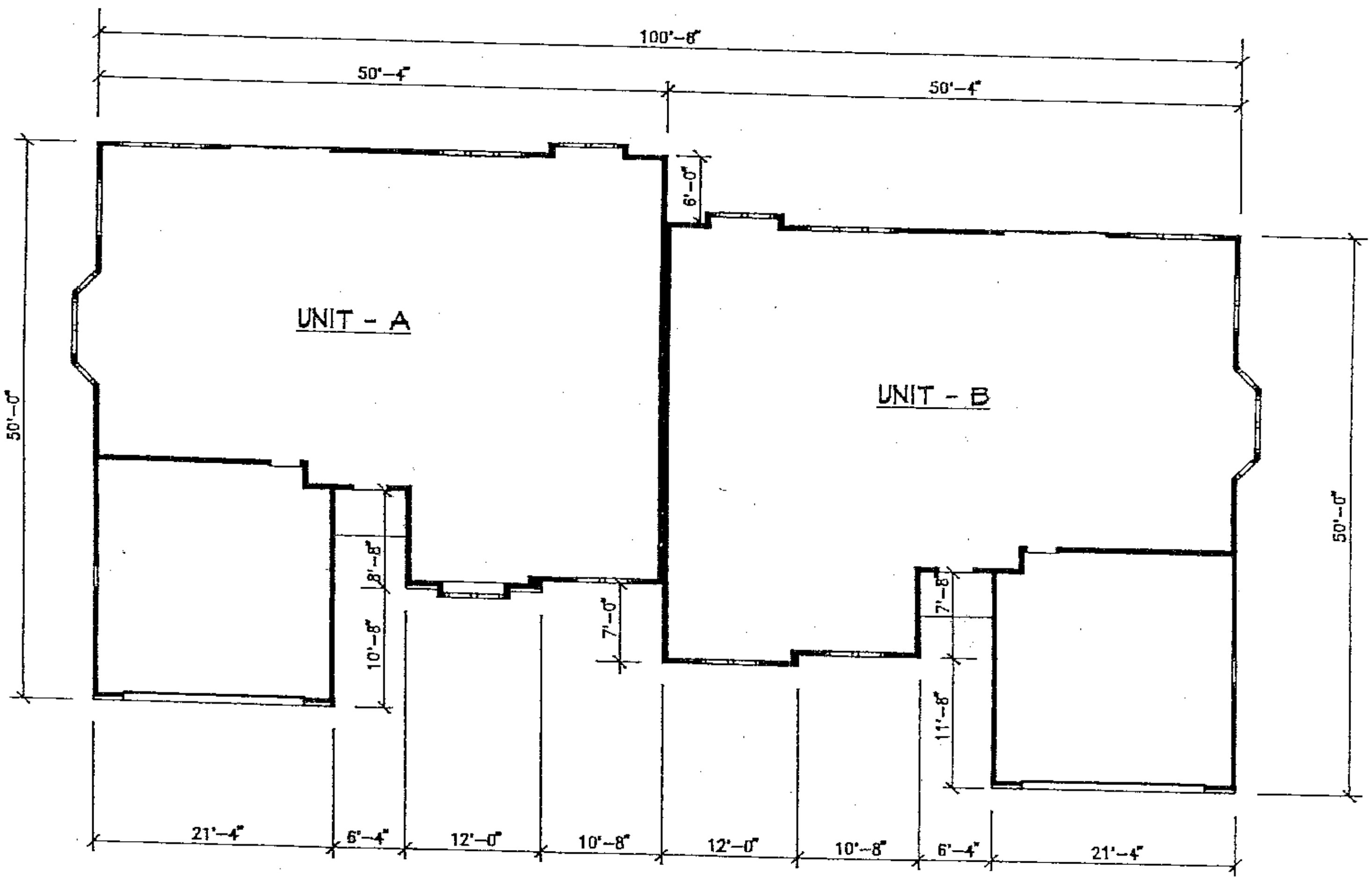
PHEASANT RUN CONDOMINIUM HOMES
CITY OF BROOKFIELD, WAUKESHA COUNTY, WISCONSIN.
PHASE III



ALL DIMENSIONS SHOWN ARE APPROXIMATE.
BASEMENT PLAN FOR BUILDING

BUILDINGS #24, 30, 33, 34, 42, 54, 58, 59, 60, 63.

PHEASANT RUN CONDOMINIUM HOMES
CITY OF BROOKFIELD, WAUKESHA COUNTY, WISCONSIN.
PHASE III



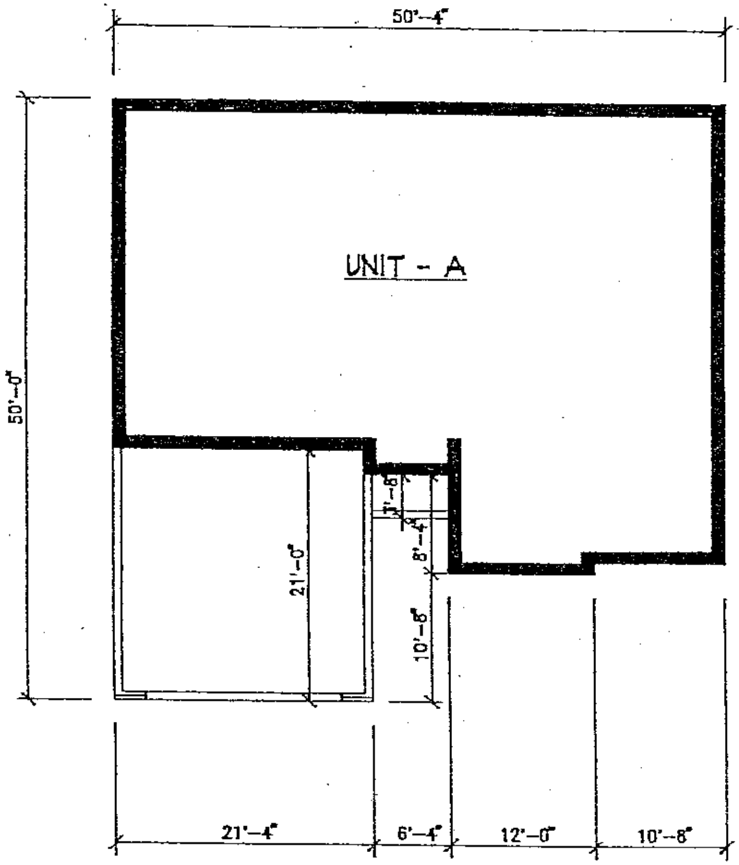
ALL DIMENSIONS SHOWN ARE APPROXIMATE.
FIRST FLOOR PLAN FOR BUILDING

BUILDINGS #24, 30, 33, 34, 42, 54, 58, 59, 60, 63,

PHEASANT RUN CONDOMINIUM HOMES

CITY OF BROOKFIELD, WAUKESHA COUNTY, WISCONSIN.

PHASE III

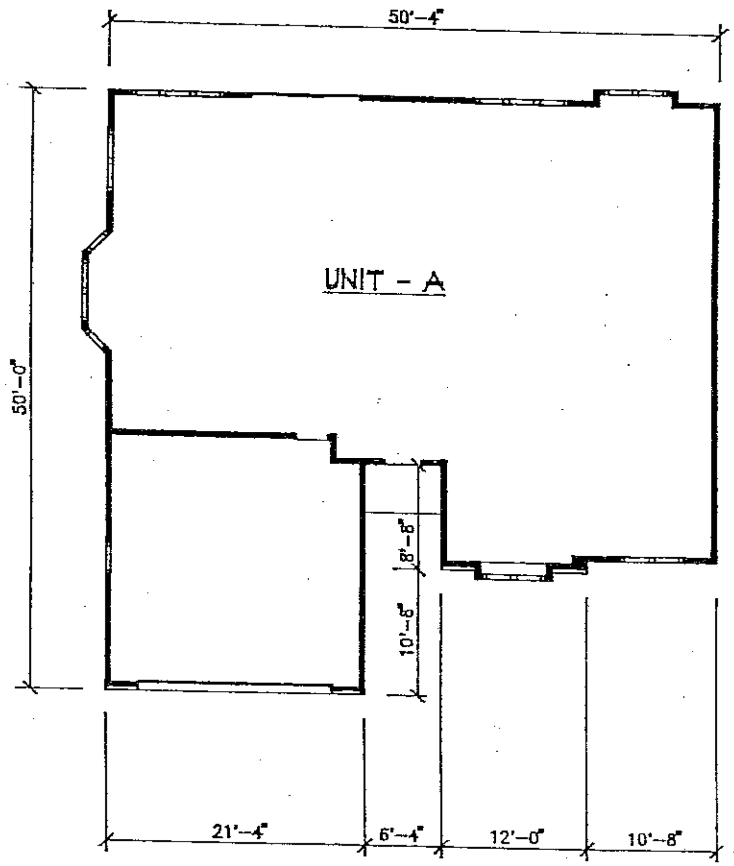


ALL DIMENSIONS SHOWN ARE APPROXIMATE.

BASEMENT PLAN FOR BUILDING

BUILDING #29

PHEASANT RUN CONDOMINIUM HOMES
CITY OF BROOKFIELD, WAUKESHA COUNTY, WISCONSIN.
PHASE III



ALL DIMENSIONS SHOWN ARE APPROXIMATE.

FIRST FLOOR PLAN FOR BUILDING

BUILDING #29

MAR 3.00 0 0 0 0 0 0 8

WC2543681-017

2543681

REGISTER'S OFFICE
WAUKESHA COUNTY, WI
RECORDED ON

03-03-2000 10:02 AM

MICHAEL J. HASSLINGER
REGISTER OF DEEDS

REC. FEE: 36.00
REC. FEE-CO: 4.00
REC. FEE-ST: 2.00
TRAN. FEE:
TRAN. FEE-STATE:
PAGES: 17

RETURN TO:

Attorney Stephen A. Hartman
Trapp & Hartman, S.C.
14380 West Capitol Drive
Brookfield, Wisconsin 53005

PARCEL IDENTIFIER NUMBER:

FOURTH AMENDMENT TO THE CONDOMINIUM DECLARATIONS OF CONDITIONS, COVENANTS, RESTRICTIONS AND EASEMENTS FOR PHEASANT RUN CONDOMINIUM HOMES

PD 42/17

This Amendment is made pursuant to the Condominium Ownership Act of the State of Wisconsin, Chapter 703 of Wisconsin Statutes, (hereinafter referred to as the "Act") this 2nd day of February, 2000, by Regency Development Corp., by Michael L. Bertram, President, and Carol J. Bertram, Secretary, (hereinafter referred to as "Declarant"),

WHEREAS, the Declarant on the 17th day of October, 1988, created Pheasant Run Condominium Homes pursuant to the Condominium Declarations of Conditions, Covenants, Restrictions, and Easements for Pheasant Run Condominium Homes, which were recorded in the office of the Register of Deeds for Waukesha County, State of Wisconsin, on the 18th day of October, 1988, as Document No. 1506212, which were amended by the First Amendment to Condominium Declarations of Conditions, Covenants, Restrictions and Easements for Pheasant Run Condominium Homes, which were recorded in the Office of the Register of Deeds for Waukesha County on the 28th day of August, 1990, as Document No. 1609522, which were amended by the Second Amendment to Condominium Declarations of Conditions, Covenants, Restrictions and Easements for Pheasant Run Condominium Homes, which were recorded in the Office of the Register of Deeds for Waukesha County on the 12th day of August, 1992, as Document No. 1757597, and which were amended by the Third Amendment to Condominium Declarations of Conditions, Covenants, Restrictions and Easements for Pheasant Run Condominium Homes, which were recorded in the Office of the Register of Deeds for Waukesha County on the 8th day of March, 1994, as Document No. 1944522, and

WHEREAS, the Declarant is desirous of amending said Condominium Declarations.

NOW, THEREFORE, the Condominium Declarations of Conditions, Covenants, Restrictions, and Easements for Pheasant Run Condominium Homes are amended as follows:

1. LEGAL DESCRIPTION. The following described real estate is subject to the provisions of this Declaration:

Certified Survey Map #7286, recorded January 31, 1994, in Volume 61 of Certified Survey Maps, on Pages 325 through 332 inclusive, as Document #1934016, being a redivision of all of Parcel 4 of Certified Survey Map No. 5400 and all of Parcels 1 and 2 of Certified Survey Map No. 6109, all being a part of the SW ¼ and the SE ¼ of the NE ¼ of Section 32, T 7 N, R 20 E, in the City of Brookfield, Waukesha County, Wisconsin.

2. DESCRIPTION AND LOCATION OF BUILDINGS

There shall be sixty-three (63) buildings constructed on the real estate described in Paragraph 1, which buildings shall contain a total of one hundred fifty-five (155) units. There shall be thirteen (13) buildings of four (4) units each which consist of ranch and townhouse units. The end units of each of these buildings shall contain a basement and one level of living space, with attached two-car garage. The middle units shall consist of a basement and two (2) levels of living space, with attached two-car garage. The entrance to the attached two car-garage for the end units may either be front entry or side entry depending on the terrain and access availability. There shall be four (4) buildings of three (3) units each which consist of ranch and townhouse units. The end units of each of these buildings shall contain a basement and one (1) level of living space with attached two-car garage. The middle unit shall consist of a basement and two (2) levels of living space, with attached two-car garage. The entrance to the attached two-car garage for the end units may either be front entry or side entry depending on the terrain and access availability. There shall be seventeen (17) buildings of two (2) units each which consist of ranch units. Each of these buildings shall contain a basement and one (1) level of living space with attached two-car garage. The entrance to the attached two-car garage shall be front entry. There shall be twenty-two (22) buildings of two (2) units each which consist of a ranch and a townhouse unit. One (1) unit shall contain a basement and one (1) level of living space with attached two-car garage; and the other unit shall consist of a basement and two (2) levels of living space, with attached two-car garage. The entrance to the attached two-car garage shall be front entry. There shall be six (6) buildings of two (2) units each which consist of townhouse units. Each of these buildings shall contain a basement and two (2) levels of living space with attached two-car garage. The entrance to the attached two-car garage shall be front entry. There shall be one (1) building which contains one (1) townhouse unit. This building shall contain a basement and two (2) levels of living space with attached two-car garage. The entrance to the attached two-car garage shall be front entry.

4. PERCENTAGE OF OWNERSHIP IN COMMON ELEMENTS AND FACILITIES

Each unit owner shall own an undivided interest in the common elements and facilities and Limited Common Elements as a tenant in common with all other unit owners and, except as otherwise limited in this Declaration shall have the right to use and occupy the common elements and facilities in Limited Common Elements for all purposes incident to the use and occupancy of his unit as a place of residence, and such other incidental uses permitted by this Declaration, which right shall be appurtenant to and run with his unit. The percentage of such undivided interest in the common elements and facilities and Limited Common Elements appertaining to each unit and its owner shall be as follows:

Building 1, Unit A	.6179%
Building 1, Unit B	.6592%
Building 1, Unit C	.6592%
Building 1, Unit D	.6179%
Building 2, Unit A	.6179%
Building 2, Unit B	.6592%
Building 2, Unit C	.6592%
Building 2, Unit D	.6179%
Building 3, Unit A	.6179%
Building 3, Unit B	.6592%
Building 3, Unit C	.6592%
Building 3, Unit D	.6179%
Building 4, Unit A	.6179%
Building 4, Unit B	.6592%
Building 4, Unit C	.7004%
Building 4, Unit D	.6179%
Building 5, Unit A	.6179%
Building 5, Unit B	.6592%
Building 5, Unit C	.7004%
Building 5, Unit D	.6179%
Building 6, Unit A	.6179%
Building 6, Unit B	.6592%
Building 6, Unit C	.6592%
Building 6, Unit D	.6179%
Building 7, Unit A	.6180%
Building 7, Unit B	.6593%
Building 7, Unit C	.6180%

Building 8, Unit A	.6180%
Building 8, Unit B	.6593%
Building 8, Unit C	.6180%
Building 9, Unit A	.6179%
Building 9, Unit B	.6592%
Building 9, Unit C	.6592%
Building 9, Unit D	.6179%
Building 10, Unit A	.6179%
Building 10, Unit B	.7004%
Building 10, Unit C	.7004%
Building 10, Unit D	.6179%
Building 11, Unit A	.6179%
Building 11, Unit B	.7004%
Building 11, Unit C	.7004%
Building 11, Unit D	.6179%
Building 12, Unit A	.6179%
Building 12, Unit B	.7004%
Building 12, Unit C	.7004%
Building 12, Unit D	.6179%
Building 13, Unit A	.6179%
Building 13, Unit B	.7004%
Building 13, Unit C	.7004%
Building 13, Unit D	.6179%
Building 14, Unit A	.6179%
Building 14, Unit B	.7004%
Building 14, Unit C	.7004%
Building 14, Unit D	.6179%
Building 15, Unit A	.7416%
Building 15, Unit B	.6179%
Building 16, Unit A	.6179%
Building 16, Unit B	.7416%
Building 17, Unit A	.7416%
Building 17, Unit B	.6179%

Building 18, Unit A	.6179%
Building 18, Unit B	.6179%
Building 19, Unit A	.6180%
Building 19, Unit B	.7417%
Building 19, Unit C	.6180%
Building 20, Unit A	.6180%
Building 20, Unit B	.7417%
Building 20, Unit C	.6180%
Building 21, Unit A	.6179%
Building 21, Unit B	.7004%
Building 21, Unit C	.7004%
Building 21, Unit D	.6179%
Building 22, Unit A	.6179%
Building 22, Unit B	.6179%
Building 23, Unit A	.6674%
Building 23, Unit B	.6179%
Building 24, Unit A	.6385%
Building 24, Unit B	.6385%
Building 25, Unit A	.6674%
Building 25, Unit B	.6674%
Building 26, Unit A	.6179%
Building 26, Unit B	.6179%
Building 27, Unit A	.6179%
Building 27, Unit B	.6179%
Building 28, Unit A	.6674%
Building 28, Unit B	.6179%
Building 29	.6676%
Building 30, Unit A	.6674%
Building 30, Unit B	.6179%
Building 31, Unit A	.6674%
Building 31, Unit B	.6674%

Building 32, Unit A	.6179%
Building 32, Unit B	.6179%
Building 33, Unit A	.6385%
Building 33, Unit B	.6385%
Building 34, Unit A	.6385%
Building 34, Unit B	.6385%
Building 35, Unit A	.6674%
Building 35, Unit B	.6179%
Building 36, Unit A	.6674%
Building 36, Unit B	.6179%
Building 37, Unit A	.6674%
Building 37, Unit B	.6674%
Building 38, Unit A	.6674%
Building 38, Unit B	.6674%
Building 39, Unit A	.6674%
Building 39, Unit B	.6179%
Building 40, Unit A	.6179%
Building 40, Unit B	.6179%
Building 41, Unit A	.6179%
Building 41, Unit B	.6179%
Building 42, Unit A	.6385%
Building 42, Unit B	.6385%
Building 43, Unit A	.6674%
Building 43, Unit B	.6179%
Building 44, Unit A	.6674%
Building 44, Unit B	.6674%
Building 45, Unit A	.6179%
Building 45, Unit B	.6179%

Building 46, Unit A	.6179%
Building 46, Unit B	.6674%
Building 47, Unit A	.6179%
Building 47, Unit B	.6674%
Building 48, Unit A	.6179%
Building 48, Unit B	.6674%
Building 49, Unit A	.6179%
Building 49, Unit B	.6674%
Building 50, Unit A	.6674%
Building 50, Unit B	.6179%
Building 51, Unit A	.6674%
Building 51, Unit B	.6179%
Building 52, Unit A	.6179%
Building 52, Unit B	.6674%
Building 53, Unit A	.6674%
Building 53, Unit B	.6674%
Building 54, Unit A	.6385%
Building 54, Unit B	.6385%
Building 55, Unit A	.6179%
Building 55, Unit B	.6179%
Building 56, Unit A	.6674%
Building 56, Unit B	.6179%
Building 57, Unit A	.6674%
Building 57, Unit B	.6179%
Building 58, Unit A	.6385%
Building 58, Unit B	.6385%
Building 59, Unit A	.6179%
Building 59, Unit B	.6674%
Building 60, Unit A	.6385%
Building 60, Unit B	.6385%

Building 61, Unit A	.6179%
Building 61, Unit B	.6674%
Building 62, Unit A	.6674%
Building 62, Unit B	.6179%
Building 63, Unit A	.6179%
Building 63, Unit B	.6179%

The common surpluses and expenses of the property shall be established and shared among the unit owners with each unit sharing a one/one-hundred fifty-fifth ($1/155^{th}$) interest therein.

IN WITNESS WHEREOF, the said Declarant, Regency Development Corp., by its President, Michael L. Bertram, and Secretary, Carol J. Bertram, has caused this Amendment to be executed this 2nd day of February, 2000.

REGENCY DEVELOPMENT CORP.

By: Michael L. Bertram

MICHAEL L. BERTRAM,
PRESIDENT

By: Carol J. Bertram

CAROL J. BERTRAM,
SECRETARY

MAR 3 00 0 0 0 0 1 6

STATE OF WISCONSIN)
ss
WAUKESHA COUNTY)

On this 2nd day of February , 2000, before me personally came Regency Development Corp., by Michael L. Bertram, President, to me known to be the person described in and who executed the foregoing instrument and said person acknowledged that said person executed the same freely and voluntarily, for the uses and purposes therein expressed.

SUSAN M. BARTOS
Notary Public, State of Wisconsin
My Commission: August 18, 2002

STATE OF FLORIDA)
ss
Collier COUNTY)

On this 23rd day of February, 2000, before me personally came Regency Development Corp., by Carol J. Bertram, Secretary, to me known to be the person described in and who executed the foregoing instrument and said person acknowledged that said person executed the same freely and voluntarily, for the uses and purposes therein expressed.

Dawn E Vergo
My Commission CC886705
Expires May 13, 2003

Notary Public, State of Florida
My Commission:

This instrument was drafted by:
Attorney Stephen A. Hartman
TRAPP & HARTMAN, S.C.
14380 West Capitol Drive
Brookfield, Wisconsin 53005-2392

CONDOMINIUM PLAT

PHEASANT RUN CONDOMINIUM HOMES
ADDENDUM IV
CITY OF BROOKFIELD, WAUKESHA COUNTY, WISCONSIN

LEGAL DESCRIPTION

PARCEL 2 OF CERTIFIED SURVEY MAP NO. 7286 AS RECORDED ON JANUARY 31, 1994 IN VOLUME 61 ON PAGES 325-332, AS DOCUMENT NO. 1934016, BEING A REDIVISION OF ALL OF PARCEL 4 OF CERTIFIED SURVEY MAP NO. 5400 AND ALL OF PARCELS 1 AND 2 OF CERTIFIED SURVEY MAP NO. 6109. ALL BEING A PART OF THE SOUTHWEST 1/4 AND THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 32, TOWN 7 NORTH, RANGE 20 EAST, IN THE CITY OF BROOKFIELD, WAUKESHA COUNTY, WISCONSIN.

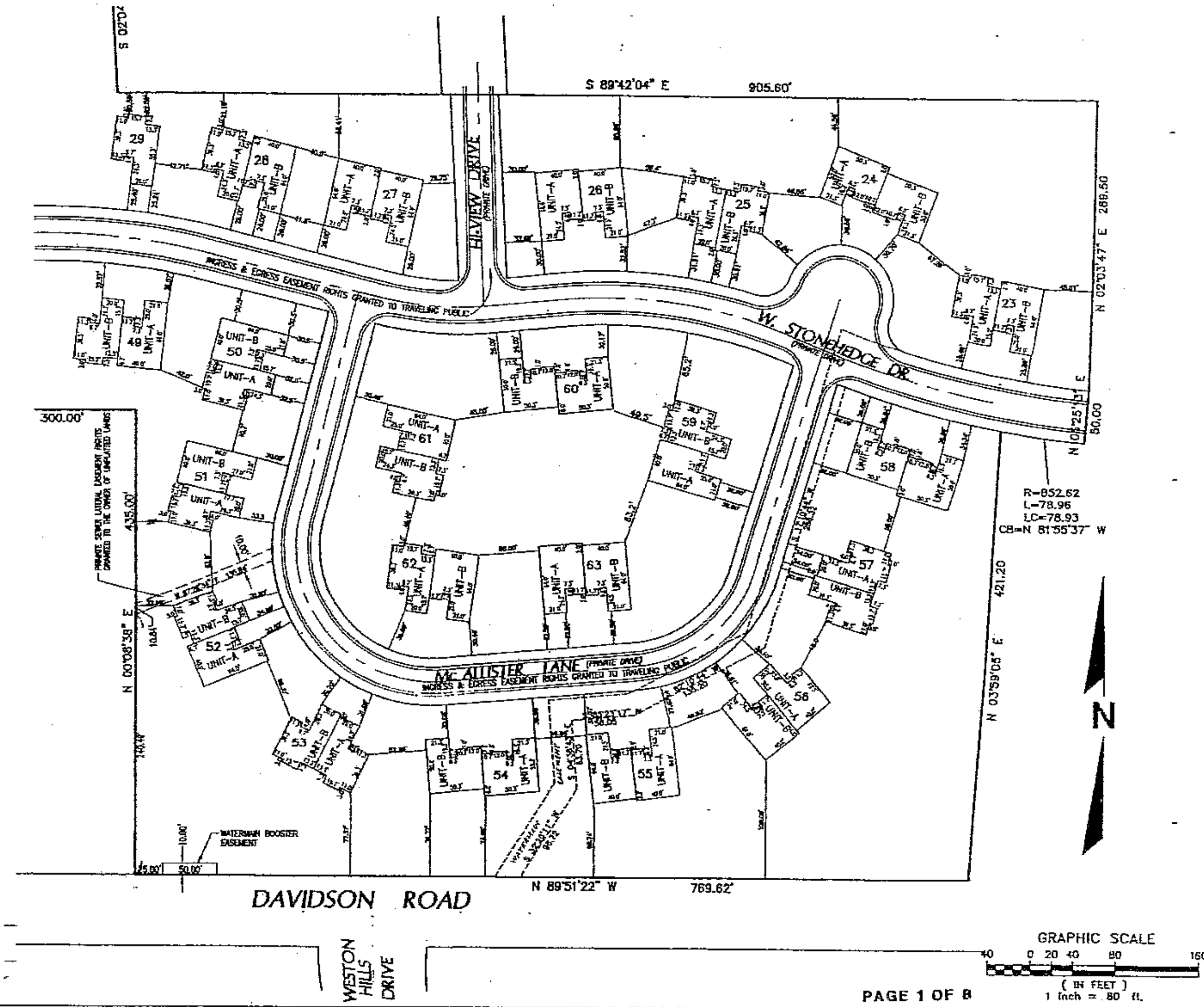
DECEMBER 8, 1999 SURVEY NO. 155181—IV

I, DONALD C. CHAPUT, DO HEREBY 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 UPON THE SAID PROPERTY.

THIS CONDOMINIUM PLAT IS A CORRECT REPRESENTATION OF PHEASANT RUN CONDOMINIUM HOMES ADDENDUM NO. IV AND THE IDENTIFICATION AND LOCATION OF EACH UNIT AND THE COMMON ELEMENTS CAN BE DETERMINED FROM THE PLAT. THE COMMON ELEMENTS ARE DEFINED TO BE ALL OF THE CONDOMINIUM PROPERTY EXCEPT THE INDIVIDUAL UNITS DESCRIBED IN THIS PLAT. THE DIAGRAMMATIC FLOOR PLANS SHOW ONLY THE APPROXIMATE DIMENSIONS, FLOOR AREAS AND LOCATION OF EACH UNIT.

DECEMBER 8, 1999

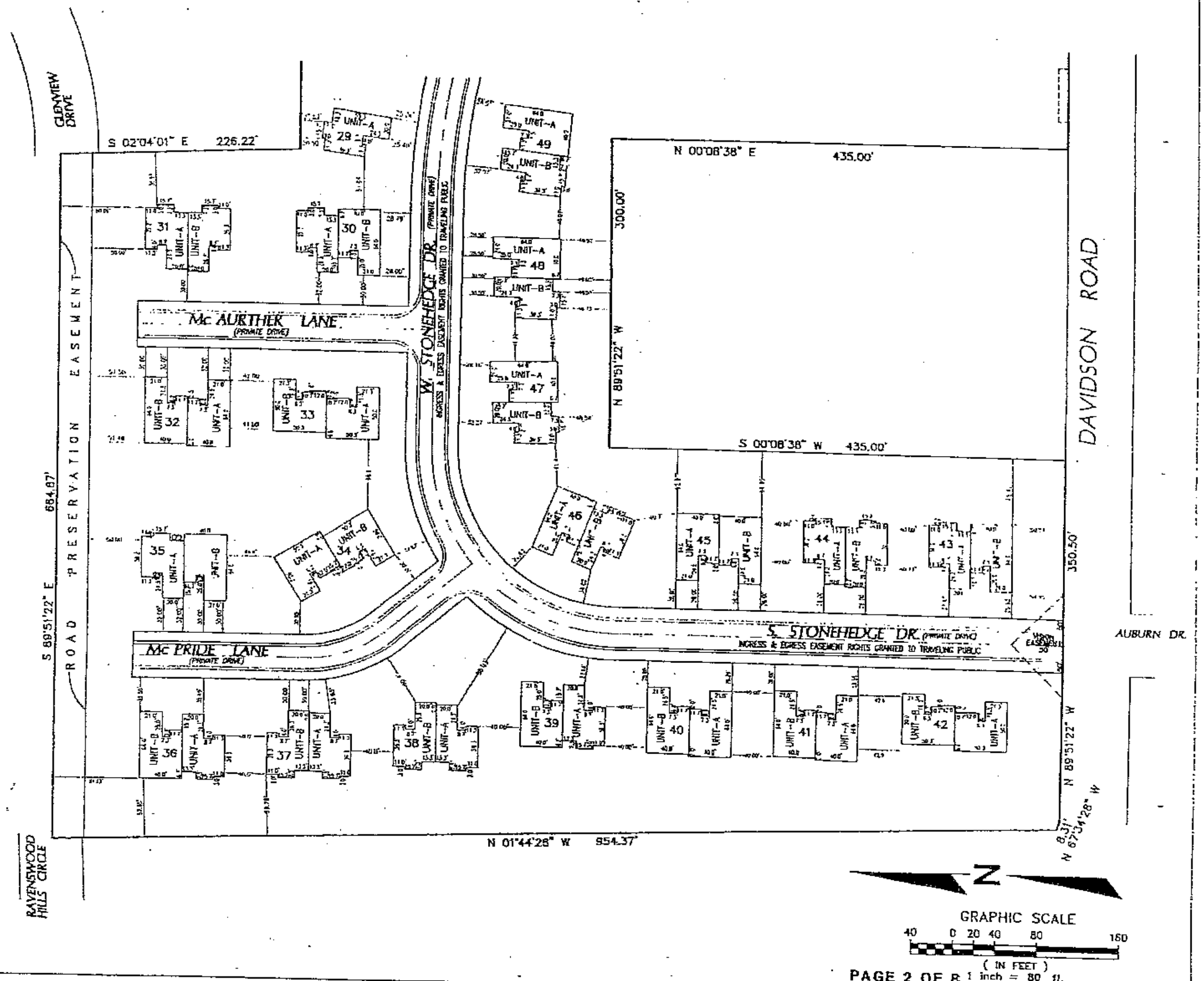
DONALD C. CHAPUT
REGISTERED LAND SURVEYOR
REGISTRATION NO. S-1316



PAGE 1 OF 8

CONDOMINIUM PLAT

PHEASANT RUN CONDOMINIUM HOMES
ADDENDUM IV
CITY OF BROOKFIELD, WAUKESHA COUNTY, WISCONSIN

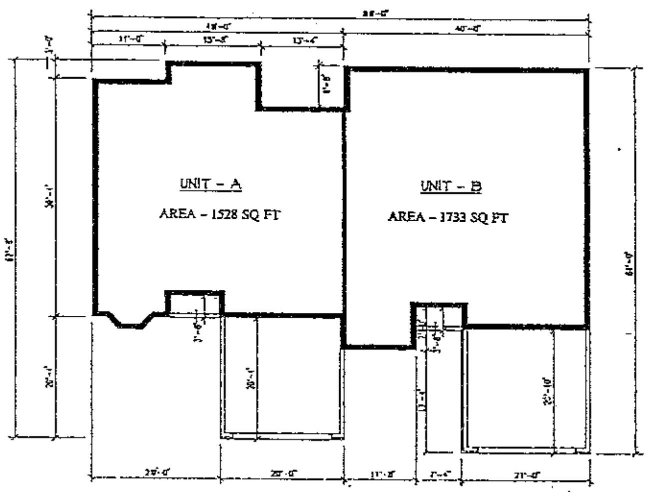


PAGE 2 OF 8

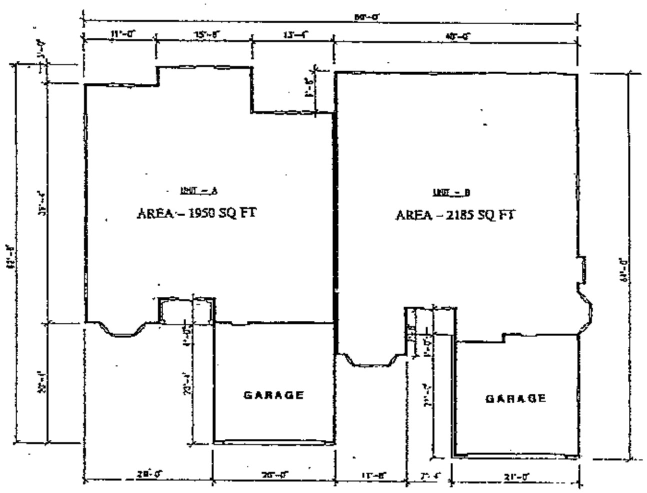
PHEASANT RUN CONDOMINIUM HOMES

ADDENDUM IV

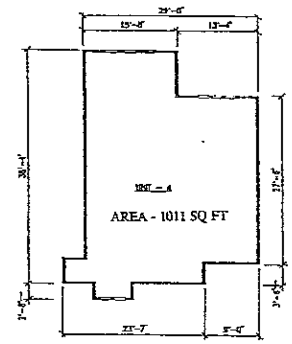
CITY OF BROOKFIELD, WAUKESHA COUNTY, WISCONSIN.



BASEMENT PLAN FOR
BUILDINGS 23-28-30-35-36-39-43-50-51-56-57 & 62



FIRST FLOOR PLAN FOR
BUILDINGS 23-28-30-35-36-39-43-50-51-56-57 & 62



SECOND FLOOR PLAN FOR
BUILDINGS 23-28-30-35-36-39-43-50-51-56-57 & 62

ALL DIMENSIONS SHOWN ARE APPROXIMATE

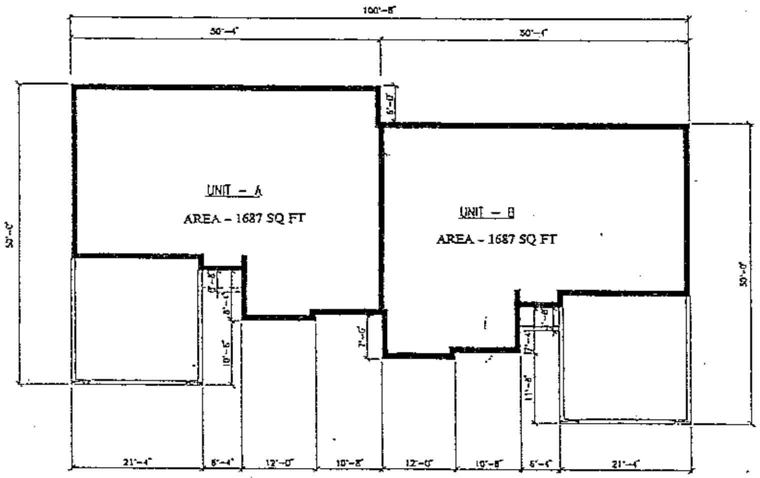
UNIT AREAS SHOWN ARE APPROXIMATE

AREAS OF FIRST FLOOR UNITS INCLUDE GARAGE AREA

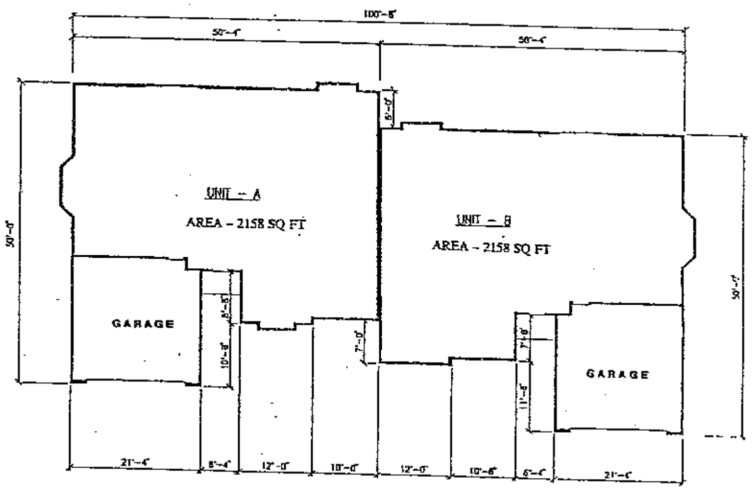
PHEASANT RUN CONDOMINIUM HOMES

ADDENDUM IV

CITY OF BROOKFIELD, WAUKESHA COUNTY, WISCONSIN.



BASEMENT PLAN FOR
BUILDINGS 24-33-34-42-54-58 & 60



FIRST FLOOR PLAN FOR
BUILDINGS 24-33-34-42-54-58 & 60

ALL DIMENSIONS SHOWN ARE APPROXIMATE

UNIT AREAS SHOWN ARE APPROXIMATE

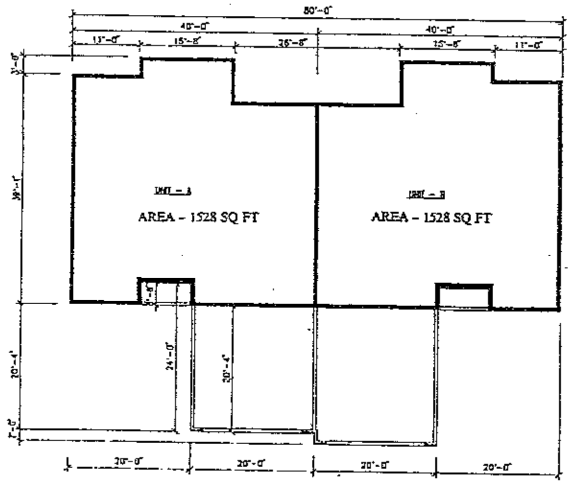
AREAS OF FIRST FLOOR UNITS INCLUDE GARAGE AREA

MRR 3000000021

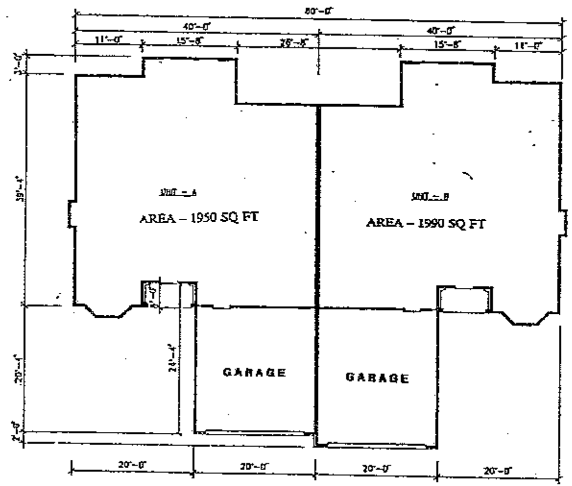
PHEASANT RUN CONDOMINIUM HOMES

ADDENDUM IV

CITY OF BROOKFIELD, WAUKESHA COUNTY, WISCONSIN.



BASEMENT PLAN FOR BUILDINGS 25-31-37-38-44 & 53

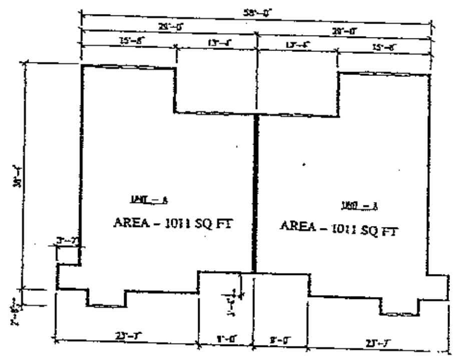


FIRST FLOOR PLAN FOR BUILDINGS 25-31-37-38-44 & 53

ALL DIMENSIONS SHOWN ARE APPROXIMATE

UNIT AREAS SHOWN ARE APPROXIMATE

AREAS OF FIRST FLOOR UNITS INCLUDE GARAGE AREA

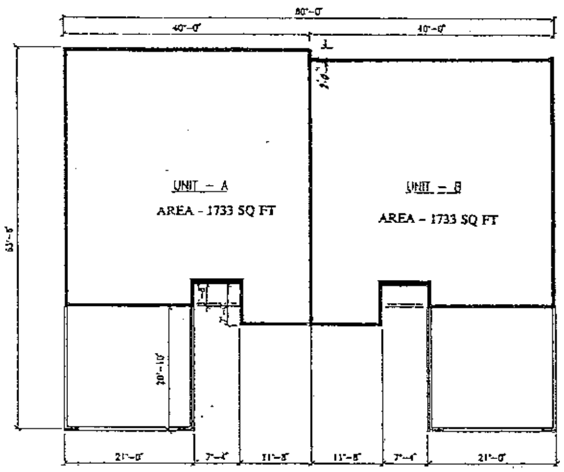


SECOND FLOOR PLAN FOR BUILDINGS 25-31-37-38-44 & 53

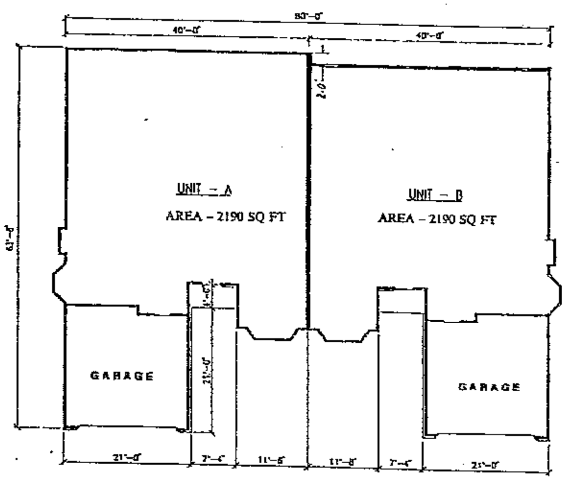
PHEASANT RUN CONDOMINIUM HOMES

ADDENDUM IV

CITY OF BROOKFIELD, WAUKESHA COUNTY, WISCONSIN



BASEMENT PLAN FOR
BUILDINGS 26-27-32-40-41-45-55 & 63



FIRST FLOOR PLAN FOR
BUILDINGS 26-27-32-40-41-45-55 & 63

ALL DIMENSIONS SHOWN ARE APPROXIMATE

UNIT AREAS SHOWN ARE APPROXIMATE

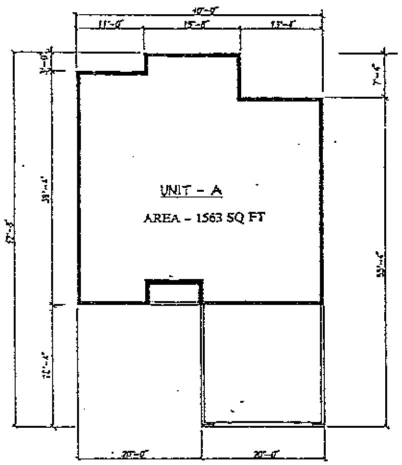
AREAS OF FIRST FLOOR UNITS INCLUDE GARAGE AREA

MAR 3000000022

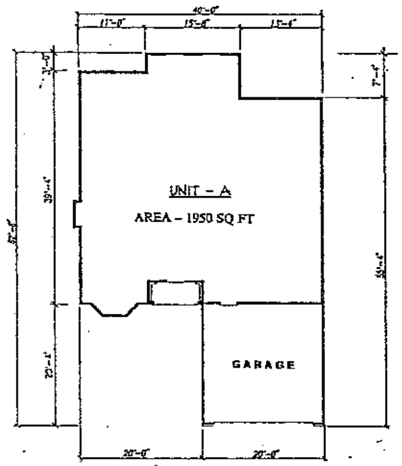
PHEASANT RUN CONDOMINIUM HOMES

ADDENDUM IV

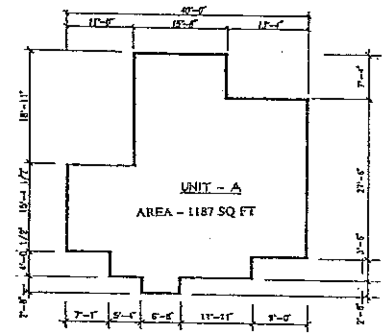
CITY OF BROOKFIELD, WAUKESHA COUNTY, WISCONSIN.



BASEMENT PLAN FOR
BUILDING 29



FIRST FLOOR PLAN FOR
BUILDING 29



SECOND FLOOR PLAN FOR
BUILDING 29

ALL DIMENSIONS SHOWN ARE APPROXIMATE

UNIT AREAS SHOWN ARE APPROXIMATE

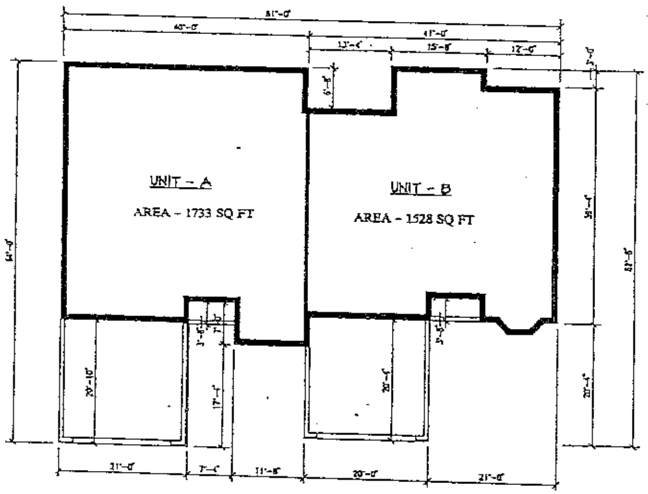
AREAS OF FIRST FLOOR UNITS INCLUDE GARAGE AREA

MAR 3000000 23

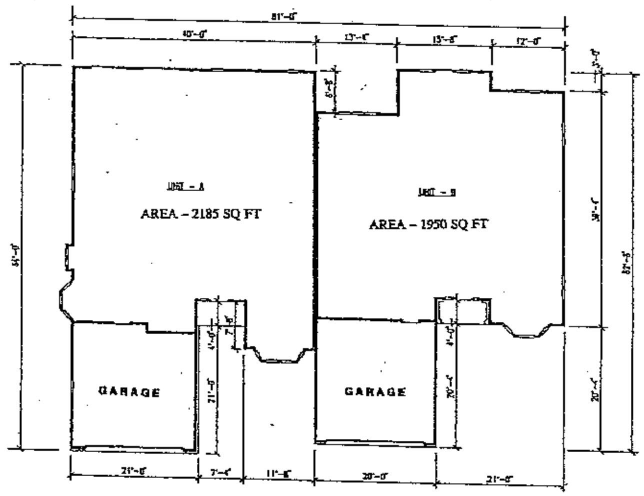
PHEASANT RUN CONDOMINIUM HOMES

ADDENDUM IV

CITY OF BROOKFIELD, WAUKESHA COUNTY, WISCONSIN.



BASEMENT PLAN FOR BUILDINGS 46-47-48-49-52-59 & 61

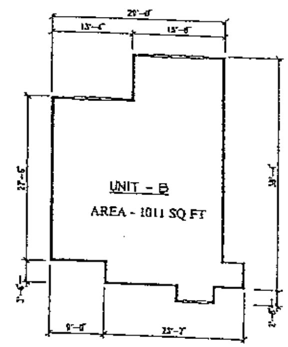


FIRST FLOOR PLAN FOR BUILDINGS 46-47-48-49-52-59 & 61

ALL DIMENSIONS SHOWN ARE APPROXIMATE

UNIT AREAS SHOWN ARE APPROXIMATE

AREAS OF FIRST FLOOR UNITS INCLUDE GARAGE AREA



SECOND FLOOR PLAN FOR BUILDINGS 46-47-48-49-52-59 & 61

MAR 3 00 0 0 0 0 2 4

WC3450115-005

004244 JAN 15 5

FIFTH AMENDMENT TO DECLARATION OF CONDOMINIUM

Title of Document

3450115

REGISTER'S OFFICE
WAUKESHA COUNTY, WI
RECORDED ON

01-15-2007 2:31 PM

MICHAEL J. HASSLINGER
REGISTER OF DEEDS

REC. FEE: 12.00
REC. FEE-CO: 5.00
REC. FEE-ST: 2.00
TRAN. FEE:
TRAN. FEE-STATE:
PAGES: 5

Recording Area

Name and Return Address
Attorney Jessica L. Boeldt
Law Firm of Jonathan B. Levine
8989 N. Port Washington Road, Suite 211
Milwaukee, WI 53217-1633

19 5

Parcel Identification Number (PIN)

THIS AMENDMENT to the Declaration of Condominium of Pheasant Run Condominium Homes was enacted by a meeting of the membership.

WITNESSETH:

A. The legal description is Building 1, Unit A; Building 1, Unit B; Building 1, Unit C; Building 1, Unit D; Building 2, Unit A; Building 2, Unit B; Building 2, Unit C; Building 2, Unit D; Building 3, Unit A; Building 3, Unit B; Building 3, Unit C; Building 3, Unit D; Building 4, Unit A; Building 4, Unit B; Building 4, Unit C; Building 4, Unit D; Building 5, Unit A; Building 5, Unit B; Building 5, Unit C; Building 5, Unit D; Building 6, Unit A; Building 6, Unit B; Building 6, Unit C; Building 6, Unit D; Building 7, Unit A; Building 7, Unit B; Building 7, Unit C; Building 8, Unit A; Building 8, Unit B; Building 8, Unit C; Building 9, Unit A; Building 9, Unit B; Building 9, Unit C; Building 9, Unit D; Building 10, Unit A; Building 10, Unit B; Building 10, Unit C; Building 10, Unit D; Building 11, Unit A; Building 11, Unit B; Building 11, Unit C; Building 11, Unit D; Building 12, Unit A; Building 12, Unit B; Building 12, Unit C; Building 12, Unit D; Building 13, Unit A; Building 13, Unit B; Building 13, Unit C; Building 13, Unit D; Building 14, Unit A; Building 14, Unit B; Building 14, Unit C; Building 14, Unit D; Building 15, Unit A; Building 15, Unit B; Building 16, Unit A; Building 16, Unit B; Building 17, Unit A; Building 17, Unit B; Building 18, Unit A; Building 18, Unit B; Building 19, Unit A, Building 19, Unit B; Building 19, Unit C; Building 20, Unit A; Building 20, Unit B; Building 20, Unit C; Building 21, Unit A; Building 21, Unit B; Building 21, Unit C; Building 21, Unit D; Building 22, Unit A; Building 22, Unit B; Building 23, Unit A; Building 23, Unit B; Building 24, Unit A; Building 24, Unit B; Building 25, Unit A; Building 25, Unit B; Building 26, Unit A; Building 26, Unit B; Building 27, Unit A; Building 27, Unit B; Building 28, Unit A; Building 28, Unit B; Building 29; Building 30, Unit A; Building 30, Unit B; Building 31, Unit A; Building 31, Unit B; Building 32, Unit A; Building 32, Unit B; Building 33, Unit A; Building 33, Unit B; Building 34, Unit A; Building 34, Unit B; Building 35, Unit A; Building 35, Unit B; Building 36, Unit A; Building 36, Unit B; Building 37, Unit A; Building 37, Unit B; Building 38, Unit A; Building 38, Unit B; Building 39, Unit A; Building 39, Unit B; Building 40, Unit A, Building 40, Unit B; Building 41, Unit A; Building 41, Unit B; Building 42, Unit A; Building 42, Unit B; Building 43, Unit A; Building 43, Unit B; Building 44, Unit A; Building 44, Unit B; Building 45, Unit A; Building 45, Unit B; Building 46, Unit A; Building 46, Unit B; Building 47, Unit A; Building 47, Unit B; Building 48, Unit A; Building 48, Unit B; Building 49, Unit A; Building 49, Unit B; Building 50, Unit A; Building 50, Unit B; Building 51, Unit A; Building 51, Unit B; Building 52, Unit A; Building 52, Unit B; Building 53, Unit A; Building 53, Unit B; Building 54, Unit A; Building 54, Unit B; Building 55, Unit A; Building 55, Unit B; Building 56, Unit A; Building 56, Unit B; Building 57, Unit A; Building 57, Unit B; Building 58, Unit A; Building 58, Unit B; Building 59, Unit A; Building 59, Unit B ; Building 60, Unit A; Building 60, Unit B; Building 61, Unit A; Building 61, Unit B; Building 62, Building A; Building 62, Building B; Building 63, Unit A; Building 63, Unit B; together with an undivided interest in and to the common elements and facilities set forth in the Condominium Declarations of Conditions, Covenants, Restrictions and Easements for Pheasant Run Condominium Homes , a condominium declared and existing under and by virtue of the Condominium Ownership Act of the State of Wisconsin, according to the Condominium Declarations of Conditions, Covenants, Restrictions and Easements for Pheasant Run Condominium Homes recorded in the office of the Register of Deeds on October 18, 1988, as Document No.1506212, and amended by the First Amendment to Condominium Declarations of Conditions, Covenants, Restrictions and Easements for Pheasant Run Condominium Homes recorded in the office of the Register of Deeds on August 28, 1990, as Document No. 1609522, the Second Amendment to Condominium Declarations of Conditions, Covenants, Restrictions and Easements for Pheasant Run Condominium Homes recorded in the office of the Register of Deeds on August 12, 1992, as Document No. 1757597, the Third Amendment to Condominium Declarations of Conditions, Covenants, Restrictions and Easements for Pheasant Run Condominium Homes recorded in the office of the Register of Deeds on March 8, 1994, as Document No. 1944522, and the Fourth Amendment to the Condominium Declarations of Conditions, Covenants, Restrictions and Easements for Pheasant Run Condominium Homes recorded in the office of the Register of Deeds on March 3, 2000, as Document No. 2543681. Located in the City of Brookfield, Waukesha County, Wisconsin.

Continued next page

B. The current owners of units at Pheasant Run Condominium Homes wish to ensure to its members the benefits from owner-occupied homes. These benefits include an increased quality of life and a stable and increased market value for units as a result of high standards of maintenance and repair, continuity of residents, and increased cooperation and compliance with Association governance. The Association believes owner-occupied homes will also enhance the ability of unit owners to finance and refinance their homes.

THEREFORE, the Association hereby resolves as follows:

Paragraph 12 of the Declaration, which reads as follows, is amended by deleting the ~~strikeout~~ language, and inserting the <u>underlined</u> language as follows:

<u>12. RESTRICTION ON USE AND OCCUPANCY</u>

<u>12.1 USE.</u> Each unit shall be occupied and used only for single family private dwelling purposes as provided in the By-Laws of the Association. No trade shall be carried on anywhere within the condominium, except as otherwise provided herein. ~~All leases or rental agreements shall be in writing. The Declarant may lease a unit on such terms and conditions as it desires in its sole discretion; however, no unit may be leased or rented by Declarant for a period of less than thirty (30) days. Unit owners other than Declarant may lease or rent a unit; however, the lease must have minimum initial term of six (6) months.~~ Any person occupying a unit with the authority of an owner shall comply with all the restrictions, covenants and conditions imposed herein and by the By-Laws of the Association. No rooms in any unit may be rented and no transient tenants may be accommodated.

<u>12.2 NON-OWNER OCCUPANCY.</u>

(A) Occupancy of a unit shall only be by the owner thereof, and no rental, lease, or other occupancy of the unit shall be allowed, subject only to the following exceptions:

1. The unit owner's immediate family members may occupy the unit. Immediate family members are herein defined as a parent, child, spouse, sibling, grandparent, or grandchild, by blood, marriage, or adoption and shall include half and step relatives.

2. A caregiver employed to provide healthcare or medical needs for a condominium resident. The caregiver and patient may reside in different units.

3. One adult guest of the owner is allowed, provided that the unit is the Owner's primary residence and the owner resides in the unit simultaneously with the guest.

4. This section shall not apply to tenants who rent or lease a unit as of the date of enactment of this Amendment. This permission expires when said tenants' current lease expires.

5. A trustee, or other such fiduciary, if the occupant of the unit is a beneficiary of the fiduciary entity.

6. Mortgagees of the unit, or the Association, where the unit is acquired by foreclosure of the mortgagee's or Association's interest, either judicially or by accepting a deed in lieu of foreclosure.

7. Special Hardship Exception. The Board of Directors shall have the authority to waive the requirements of this section upon request of a unit owner if it

determines that enforcement thereof in the particular circumstances would result in an unreasonable hardship upon the unit owner, and that the exception would not jeopardize the interest of the Association in promoting owner-occupancy of units. If any unit owner shall desire to lease to, or cause a unit to be occupied by a person other than an immediate family member pursuant to this hardship exception, said lease or occupancy shall require the approval of the Board of Directors, or at the Directors' discretion, a committee appointed by the Board of Directors, and further provided that said lease or occupancy shall be limited to a certain duration not to exceed twelve months. Any application for an exception must be in writing and give the reasons for requesting the exception. The Board or the committee shall convene a meeting within 30 days after receipt of notice, advising the unit owner of the time and place of a meeting and giving the unit owner an opportunity to appear. The Board or committee shall make a decision as to whether or not to grant the hardship exception within seven days of said meeting and the reasons shall be briefly stated in writing. The decision shall be binding on the Association and the parties.

(B) No unit owner shall be permitted to lease a unit pursuant to this section unless and until the unit owner shall pay the Board of Directors, on behalf of the Association, all unpaid common charges theretofore assessed against that unit and until the unit owner shall have satisfied all unpaid liens against that unit, except permitted mortgages, unless the Board of Directors shall specifically find that satisfactory arrangements for payment have been made, including, if appropriate, an assignment of rents subordinate to any rights of any mortgagee.

(C) In the event of occupancy, rental or lease, permitted or otherwise, the owner shall provide the Association with a written lease between the owner and the tenant within five (5) business days of entering or renewing same. The lease must contain the following language:

> "Tenants have been advised of the Declaration, bylaws, and rules and regulations of the condominium and have been given a copy of same. A violation of any of these documents shall be construed as a violation of this lease."

(D) In the event of occupancy, rental or lease, permitted or otherwise, the tenant is liable for any violation or failure to comply with the Declaration, By-Laws, or Association rules, which results in a charge, fine or assessment imposed by the association pursuant to the declaration, bylaws or association rules. Any such violation or failure to comply with the Declaration, By-Laws, or Association rules shall constitute a breach of the lease. If the Association imposes a charge, fine or assessment as the result of a violation by the tenant, the Association shall provide both the tenant and the unit owner with notice of same, pursuant to Wis. Stat. §704.21 (2)(a) to (e) (2005), or as Wisconsin law may otherwise provide for service of notice upon a landlord or a tenant, and include:

1. The amount of charges, fines or assessments for which the tenant is liable; and

2. Notice that if the tenant fails to pay the association the amount for which the tenant is liable within 30 days after the tenant receives the notice, the owner is liable to the association for the amount unpaid by the tenant although the tenant may be liable to the unit owner for any amounts the unit owner pays.

Thereafter, if the tenant fails to pay the charge, fine, or assessment within 30 days of receiving the notice, the unit owner shall be liable for amounts not paid by tenant. Said unit owner covenants and agrees that in the event of a violation of the Declaration, By-

Laws, or Association rules which results in a breach of the lease, the Association may stand in the shoes of the owner for the purpose of taking legal action against the tenant to restrain or to evict said tenant according to law, provided that the owner shall first be given a reasonable opportunity to correct said violation.

(E) Any violation of this Article concerning non-owner-occupied units shall result in a fine to the unit owner of $25.00 per day and said unit owner shall be responsible for the reasonable and actual attorney fees and other costs incurred by the Association in connection with enforcing this section.

(F) Every unit owner assigns all rents and profits from any lease, permitted or not, to the Association for the purpose of reimbursing the Association for overdue assessments, special or ordinary fines, levied by the Association against the unit or the unit owner, provided that in the event of conflict, said assignment shall be subordinate to any assignment to a mortgagee of the unit.

BE IT FURTHER RESOLVED, that this amendment shall not affect first mortgage lenders.

BE IT FURTHER RESOLVED, that this amendment shall take effect upon the recording of same.

C. I, William Isbister, being President of Pheasant Run Condominium Homes Association (the "Association"), do hereby certify that:

1. All of the owners of at least sixty-six and two-thirds percent of the units have consented to and approve of this amendment to the Declaration of Condominium.
2. The vote was taken by written ballot.
3. The written ballots, and the consent of mortgagees as required, are on file with the Association.

Signed this 5th day of January, 2007.

William Isbister, President

This document was drafted by Jessica L. Boeldt.

Continued next page.

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ACKNOWLEDGEMENT

State of Wisconsin)
) ss.
County of Waukesha)

Personally came before me this 5th day of January, 2007 the above-named William S. Isbister to be known to be the person who executed the foregoing instrument and acknowledge the same.

NOTARY PUBLIC
CHERYL F. LAHIFF
STATE OF WISCONSIN

Cheryl F Lahiff
Notary Public, Waukesha County, Wisconsin

My commission is permanent. (If not, state expiration date: 1/10, 2010.)

SIXTH AMENDMENT TO CONDOMINIUM DECLARATION

Electronically Recorded
4804555

WAUKESHA COUNTY, WI
REGISTER OF DEEDS
James R Behrend

Recorded On:02/11/2025 11:03:13 AM

Total Fee: $30.00 Page(s): 9
Transfer Tax: $0.00

The above recording informationverifies that this document has been electronically recorded and returned to the submitter.

Record this document with the Register of Deeds

Name and Return Address:
Amy K. Peterselli, Esq.
Kaman & Cusimano LLC
111 E. Kilbourn Avenue,
Suite 1700
Milwaukee, WI 53202

(See Exhibit B for Parcel Numbers)

Parcel Identification Number

PHEASANT RUN CONDOMINIUM HOMES

THIS INSTRUMENT DRAFTED BY:
Amy K. Peterselli, Esq.

The Declaration of Condominium for Pheasant Run Condominium Homes (the "Condominium"), the affected real property being described on Exhibit A attached hereto, was recorded on October 18, 1988 in the Register of Deeds Office for Waukesha County, Wisconsin as Document No. 1506212; the First Amendment to Condominium Declarations of Conditions, Covenants, Restrictions and Easements For Pheasants Run Condominium Homes recorded on August 28, 1990 in the Register of Deeds Office for Waukesha County, Wisconsin as Document No.1609522; the Second Amendment to Condominium Declarations of Conditions, Covenants, Restrictions and Easements for Pheasant Run Condominium Homes recorded on August 12, 1992 in the Register of Deeds Office for Waukesha County, Wisconsin as Document No. 17575797; the Third Amendment to Condominium Declarations of Conditions, Covenants, Restrictions and Easements for Pheasant Run Condominium Homes recorded March 8, 1994 in the Register of Deeds Office for Waukesha County, Wisconsin as Document No. 1944522; the Fourth Amendment to the Condominium Declarations of Conditions, Covenants, Restrictions and Easements for Pheasant Run Condominium Homes recorded March 3, 2000 in the Register of Deeds Office for Waukesha County, Wisconsin as Document No. 2543681; and the Fifth Amendment to the Declaration of Condominium recorded on January 15, 2007 in the Register of Deeds Office for Waukesha County, Wisconsin as Document No. 3450115 (together, the "Declaration); and

WHEREAS, Brookfield Pheasant Run Condominium Homes Association, Inc. (the "Association"), pursuant to the rights reserved in Section 20 of the Declaration, desires to amend the Declaration;

NOW THEREFORE, the Association does hereby amend the Declaration as follows:

Section 15 shall be amended to add the following underlined language:

UNIT TRANSFER FEES

Notwithstanding the foregoing in this Section, each time ownership of a Unit is transferred from one party to another, in whole or in part, including by purchase, sale, foreclosure, tax foreclosure, land contract or the taking of a deed in lieu of foreclosure, the transferee of the Unit shall pay a unit transfer fee to the Association in an amount equal to 75% of the annual assessment fee for the Association's common expenses for such Unit under the budget then in effect. Each transfer fee payment shall be deposited by the Association into the reserve fund. Notwithstanding anything herein to the contrary, the following transfers are exempt from paying the fee:

1. When the transfer is to or from a trust where the sole beneficiary is the donor and Owner, or to or from an LLC where the Owner is the controlling manager/member, and no funds are exchanged on the transfer;

2. When the transfer is solely between legally married spouses, domestic partners, and/or current Owners;

3. When the transfer is solely between a parent and his, her or their child; and

4. When the transfer is to or from the Association.

This Sixth Amendment to the Declaration complies with the requirements of the Declaration at Section 20 and the applicable law, Wis. Stat. §703.09(2), in that it has been approved by the written consent of 75% of the Unit owners as required in the Declaration, and such consents have been approved by the mortgagees or holders of equivalent security interest in the Units to the extent required by the Wisconsin Condominium Ownership Act.

IN WITNESS WHEREOF, the Association has executed this Sixth Amendment to the Declaration this 4TH day of FEBRUARY, 2025.

Brookfield Pheasant Run Condominium Homes Association, Inc., a Wisconsin Non-Stock Corporation,

By: ______________________
MARGARET SCHULTZ, President

STATE OF WISCONSIN)
) ss.
COUNTY OF WAUKESHA)

This document was acknowledged before me by Margaret Schultz as President of the Brookfield Pheasant Run Condominium Homes Association, Inc. on this 4th day of Febuary, 2025.

____
Notary Public, State of Wisconsin
My Commission: Waukesha

IRFAN HASAN
NOTARY
PUBLIC
STATE OF WISCONSIN

4892-5519-1733, v. 1

ATTEST:

Brookfield Pheasant Run Condominium Homes Association, Inc., a Wisconsin Non-Stock Corporation,

By: Margaret M. Wilmer, Secretary

STATE OF WISCONSIN)
) ss.
COUNTY OF WAUKESHA)

This document was acknowledged before me by MARGARET M. WILLMER, as Secretary of the Brookfield Pheasant Run Condominium Homes Association, Inc. on this 3 day of February, 2025.

Notary Public, State of Wisconsin
My Commission: 10-27-27

CHRISTINA M NETZOW-MAAS
NOTARY PUBLIC
STATE OF WISCONSIN

Amy K. Peterselli, Esq.
Kaman & Cusimano LLC
9000 W. Chester Rd., Suite 100
Milwaukee, WI 53214

4892-5519-1733, v. 1

EXHIBIT A

Legal Description

Units A, B, C and D in Building 1, A, B, C and D in Building 2, A, B, C and D in Building 3, A, B, C and D in Building 4, A, B, C and D in Building 5, A, B, C and D in Building 6, A, B and C in Building 7, A, B and C in Building 8, A, B, C and D in Building 9, A, B, C and D in Building 10, A, B, C and D in Building 11, A, B, C and D in Building 12, A, B, C and D in Building 13, A, B, C and D in Building 14, A and B in Building 15, A and B in Building 16, A and B in Building 17, A and B in Building 18, A, B and C in Building 19, A, B and C in Building 20, A, B, C and D in Building 21, A and B in Building 22, A and B in Building 23, A and B in Building 24, A and B in Building 25, A and B in Building 26, A and B in Building 27, A and B in Building 28, A in Building 29, A and B in Building 30, A and B in Building 31, A and B in Building 32, A and B in Building 33, A and B in Building 34, A and B in Building 35, A and B in Building 36, A and B in Building 37, A and B in Building 38, A and B in Building 39, A and B in Building 40, A and B in Building 41, A and B in Building 42, A and B in Building 43, A and B in Building 44, A and B in Building 45, A and B in Building 46, A and B in Building 47, A and B in Building 48, A and B in Building 49, A and B in Building 50, A and B in Building 51, A and B in Building 52, A and B in Building 53, A and B in Building 54, A and B in Building 55, A and B in Building 56, A and B in Building 57, A and B in Building 58, A and B in Building 59, A and B in Building 60, A and B in Building 61, A and B in Building 62, A and B in Building 63 in the Pheasant Run Condominium Homes, created by a "Declaration of Condominium" recorded in the Office of the Register of Deeds for Waukesha County, Wisconsin on October 18, 1988 as Document No. 1506212, and any amendments and/or corrections thereto, and by its Condominium Plat and any amendments and/or corrections thereto, being in the City of Brookfield, Waukesha County, Wisconsin.

EXHIBIT B

Tax Key Numbers

Tax Key	Street Address
BR C-1133-062	18850 Stonehedge Drive Unit A
BR C-1133-063	18850 Stonehedge Drive Unit B
BR C-1133-064	18850 Stonehedge Drive Unit C
BR C-1133-065	18850 Stonehedge Drive Unit D
BR C-1133-066	610 MacHenry Circle Unit A
BR C-1133-067	610 MacHenry Circle Unit B
BR C-1133-068	610 MacHenry Circle Unit C
BR C-1133-069	610 MacHenry Circle Unit D
BR C-1133-070	650 MacHenry Circle Unit A
BR C-1133-071	650 MacHenry Circle Unit B
BR C-1133-072	650 MacHenry Circle Unit C
BR C-1133-073	650 MacHenry Circle Unit D
BR C-1133-074	665 MacHenry Circle Unit A
BR C-1133-075	665 MacHenry Circle Unit B
BR C-1133-076	665 MacHenry Circle Unit C
BR C-1133-077	665 MacHenry Circle Unit D
BR C-1133-078	655 MacHenry Circle Unit A
BR C-1133-079	655 MacHenry Circle Unit B
BR C-1133-080	655 MacHenry Circle Unit C
BR C-1133-081	655 MacHenry Circle Unit D
BR C-1133-082	615 MacHenry Circle Unit A
BR C-1133-083	615 MacHenry Circle Unit B
BR C-1133-084	615 MacHenry Circle Unit C
BR C-1133-085	615 MacHenry Circle Unit D
BR C-1133-086	640 MacHenry Circle Unit A
BR C-1133-087	640 MacHenry Circle Unit B
BR C-1133-088	640 MacHenry Circle Unit C
BR C-1133-089	18905 Stonehedge Drive Unit A
BR C-1133-090	18905 Stonehedge Drive Unit B
BR C-1133-091	18905 Stonehedge Drive Unit C
BR C-1133-092	18910 Stonehedge Drive Unit A
BR C-1133-093	18910 Stonehedge Drive Unit B
BR C-1133-094	18910 Stonehedge Drive Unit C
BR C-1133-095	18910 Stonehedge Drive Unit D
BR C-1133-096	18980 Stonehedge Drive Unit A
BR C-1133-097	18980 Stonehedge Drive Unit B
BR C-1133-098	18980 Stonehedge Drive Unit C
BR C-1133-099	18980 Stonehedge Drive Unit D
BR C-1133-100	19020 Stonehedge Drive Unit A
BR C-1133-101	19020 Stonehedge Drive Unit B
BR C-1133-102	19020 Stonehedge Drive Unit C
BR C-1133-103	19020 Stonehedge Drive Unit D

Tax Key	Street Address
BR C-1133-104	19070 Stonehedge Drive Unit A
BR C-1133-105	19070 Stonehedge Drive Unit B
BR C-1133-106	19070 Stonehedge Drive Unit C
BR C-1133-107	19070 Stonehedge Drive Unit D
BR C-1133-108	19110 Stonehedge Drive Unit A
BR C-1133-109	19110 Stonehedge Drive Unit B
BR C-1133-110	19110 Stonehedge Drive Unit C
BR C-1133-111	19110 Stonehedge Drive Unit D
BR C-1133-112	620 Willowick Court Unit A
BR C-1133-113	620 Willowick Court Unit B
BR C-1133-114	620 Willowick Court Unit C
BR C-1133-114-001	620 Willowick Court Unit D
BR C-1133-115	670 Willowick Court Unit A
BR C-1133-116	670 Willowick Court Unit B
BR C-1133-118	675 Willowick Court Unit A
BR C-1133-119	675 Willowick Court Unit B
BR C-1133-121	645 Willowick Court Unit A
BR C-1133-122	645 Willowick Court Unit B
BR C-1133-124	640 McNally Lane Unit A
BR C-1133-125	640 McNally Lane Unit B
BR C-1133-128	680 McNally Lane Unit A
BR C-1133-129	680 McNally Lane Unit B
BR C-1133-130	680 McNally Lane Unit C
BR C-1133-131	685 McNally Lane Unit A
BR C-1133-132	685 McNally Lane Unit B
BR C-1133-133	685 McNally Lane Unit C
BR C-1133-134	635 McNally Lane Unit A
BR C-1133-135	635 McNally Lane Unit B
BR C-1133-136	635 McNally Lane Unit C
BR C-1133-137	635 McNally Lane Unit D
BR C-1133-138	19055 Stonehedge Drive Unit A
BR C-1133-139	19055 Stonehedge Drive Unit B
BR C-1133-140	19160 Stonehedge Drive Unit A
BR C-1133-141	19160 Stonehedge Drive Unit B
BR C-1133-142	19190 Stonehedge Drive Unit A
BR C-1133-143	19190 Stonehedge Drive Unit B
BR C-1133-144	19220 Stonehedge Drive Unit A
BR C-1133-145	19220 Stonehedge Drive Unit B
BR C-1133-146	19270 Stonehedge Drive Unit A
BR C-1133-147	19270 Stonehedge Drive Unit B
BR C-1133-148	19340 Stonehedge Drive Unit A
BR C-1133-149	19340 Stonehedge Drive Unit B
BR C-1133-150	19360 Stonehedge Drive Unit A
BR C-1133-151	19360 Stonehedge Drive Unit B
BR C-1133-152	19400 Stonehedge Drive Unit A

Tax Key	Street Address
BR C-1133-153	540 S. McAurther Lane Unit A
BR C-1133-154	540 S. McAurther Lane Unit B
BR C-1133-155	510 S. McAurther Lane Unit A
BR C-1133-156	510 S. McAurther Lane Unit B
BR C-1133-157	515 S. McAurther Lane Unit A
BR C-1133-158	515 S. McAurther Lane Unit B
BR C-1133-159	545 S. McAurther Lane Unit A
BR C-1133-160	545 S. McAurther Lane Unit B
BR C-1133-161	550 S. McPride Lane Unit A
BR C-1133-162	550 S. McPride Lane Unit B
BR C-1133-163	500 S. McPride Lane Unit A
BR C-1133-164	500 S. McPride Lane Unit B
BR C-1133-165	505 S. McPride Lane Unit A
BR C-1133-166	505 S. McPride Lane Unit B
BR C-1133-167	535 S. McPride Lane Unit A
BR C-1133-168	535 S. McPride Lane Unit B
BR C-1133-169	565 S. McPride Lane Unit A
BR C-1133-170	565 S. McPride Lane Unit B
BR C-1133-171	585 Stonehedge Drive Unit A
BR C-1133-172	585 Stonehedge Drive Unit B
BR C-1133-173	625 Stonehedge Drive Unit A
BR C-1133-174	625 Stonehedge Drive Unit B
BR C-1133-175	655 Stonehedge Drive Unit A
BR C-1133-176	655 Stonehedge Drive Unit B
BR C-1133-177	695 Stonehedge Drive Unit A
BR C-1133-178	695 Stonehedge Drive Unit B
BR C-1133-179	690 Stonehedge Drive Unit A
BR C-1133-180	690 Stonehedge Drive Unit B
BR C-1133-181	660 Stonehedge Drive Unit A
BR C-1133-182	660 Stonehedge Drive Unit B
BR C-1133-183	630 Stonehedge Drive Unit A
BR C-1133-184	630 Stonehedge Drive Unit B
BR C-1133-185	590 Stonehedge Drive Unit A
BR C-1133-186	590 Stonehedge Drive Unit B
BR C-1133-187	19475 Stonehedge Drive Unit A
BR C-1133-188	19475 Stonehedge Drive Unit B
BR C-1133-189	19435 Stonehedge Drive Unit A
BR C-1133-190	19435 Stonehedge Drive Unit B
BR C-1133-191	19405 Stonehedge Drive Unit A
BR C-1133-192	19405 Stonehedge Drive Unit B
BR C-1133-193	19335 W. McAllister Lane Unit A
BR C-1133-194	19335 W. McAllister Lane Unit B
BR C-1133-195	19325 W. McAllister Lane Unit A
BR C-1133-196	19325 W. McAllister Lane Unit B
BR C-1133-197	19315 W. McAllister Lane Unit A

Tax Key	Street Address
BR C-1133-198	19315 W. McAllister Lane Unit B
BR C-1133-199	19305 W. McAllister Lane Unit A
BR C-1133-200	19305 W. McAllister Lane Unit B
BR C-1133-201	19295 W. McAllister Lane Unit A
BR C-1133-202	19295 W. McAllister Lane Unit B
BR C-1133-203	19255 W. McAllister Lane Unit A
BR C-1133-204	19255 W. McAllister Lane Unit B
BR C-1133-205	19245 W. McAllister Lane Unit A
BR C-1133-206	19245 W. McAllister Lane Unit B
BR C-1133-207	19235 W. McAllister Lane Unit A
BR C-1133-208	19235 W. McAllister Lane Unit B
BR C-1133-209	19185 Stonehedge Drive Unit A
BR C-1133-210	19185 Stonehedge Drive Unit B
BR C-1133-211	19230 W. McAllister Lane Unit A
BR C-1133-212	19230 W. McAllister Lane Unit B
BR C-1133-213	19275 Stonehedge Drive Unit A
BR C-1133-214	19275 Stonehedge Drive Unit B
BR C-1133-215	19330 W. McAllister Lane Unit A
BR C-1133-216	19330 W. McAllister Lane Unit B
BR C-1133-217	19300 W. McAllister Lane Unit A
BR C-1133-218	19300 W. McAllister Lane Unit B
BR C-1133-219	19260 W. McAllister Lane Unit A
BR C-1133-220	19260 W. McAllister Lane Unit B

PHEASANT RUN CONDOMINIUM HOMES ASSOCIATION, INC.

DISCLOSURE MATERIALS

SECTION C

BYLAWS

RESTATED BY-LAWS

OF

PHEASANT RUN CONDOMINIUM HOMES ASSOCIATION, INC.

Incorporating the Amendments adopted on March 14, 1995, January 20, 1997, September 29, 1999, September 18, 2000, September 19, 2005 and September 9, 2015

ARTICLE I

NAME AND PURPOSE

Pursuant to the Articles of Incorporation of Pheasant Run Condominium Homes Association, Inc., and the Condominium Declaration for Pheasant Run Condominium Homes Association, Inc., recorded in the office of the Register of Deeds for Waukesha County, Wisconsin, (hereinafter called the "Declaration") by Regency Development Corp. by its President, Henry L. Bertram and its Secretary, Carol J. Bertram (together with its successors and assigns hereinafter "Declarant"), the following are adopted as the By-Laws of Pheasant Run Condominium Homes Association, Inc. (hereinafter referred to as the "Association"), which is a non-profit corporation formed and organized to serve as an Association of Unit Owners who own real estate and improvements (hereinafter the "Property") under the condominium form of use and ownership, as provided in the Unit Ownership Act under the laws of the State of Wisconsin and subject of the terms and conditions of the Declaration.

These By-Laws shall be deemed covenants running with the land and shall be binding on the unit owners, their heirs, administrators, personal representatives, successors and assigns.

ARTICLE II

MEMBERS, VOTING AND MEETINGS

2.1 MEMBERS. The corporation shall have one class of members, and the rights and qualifications of the members are as follows:

1. Defined. Members shall be all unit owners, and shall have one vote for each unit owned. Every unit owner upon acquiring ownership automatically becomes a member of the Association and remains a member thereof until such time as his

ownership of such unit ceases for any reason, at which time his membership in the Association shall automatically cease.

2. One Membership Per Unit. One membership and one vote shall exist for each unit. If title to a unit is held by more than one person, the membership related to that unit shall be shared by such owners in the same proportionate interests and by the same type of tenancy in which the title to the unit is held. Voting rights may not be split, and shared membership interest must be voted pursuant to the nomination contained in the Membership List.

3. Membership List. The Association shall maintain a current Membership List showing the membership pertaining to each unit and the person designated to cast the one vote pertaining to such unit. Only the person so designated shall be entitled to cast a vote in person or by proxy. A designation may be changed by notice in writing to the Secretary of the Association signed by a majority of the persons having an ownership interest in the unit.

4. Transfer of Membership. Each membership shall be appurtenant to the unit upon which it is based and shall be transferred automatically upon conveyance of that unit. Membership in the Association may not be transferred, except in connection with the transfer of a unit. Upon transfer of a unit, the Association shall, as soon as possible thereafter, be given written notice of such transfer, including the name of the new owner, identification of unit, date of transfer, name of the person designated to vote, and any other information about the transfer which the Association may deem pertinent and the Association shall make appropriate changes to the Membership List effective as of the date of transfer.

2.2 QUORUM, AND PROXIES FOR MEMBERS' MEETINGS. A Quorum for members' meeting shall consist of a majority of votes entitled to vote. Votes may be cast in person or by proxy in accordance with designations in the Membership List. The act of a majority of votes present in person or by proxy at any meeting at which a quorum is present shall be the act of the members. Proxies shall be valid only for the particular meeting(s) or time period designated therein, unless sooner revoked, and must be filed with the Secretary before the appointed time of the meeting. If any meeting of members cannot be organized because a quorum is not present, a majority of the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum Is present, without further notice. At such adjourned meeting at which a quorum shall be present or represented any business may be transacted which might have been transacted at the meeting as originally noticed.

2.3 TIME, PLACE, NOTICE AND CALLING OF MEMBERS' MEETINGS. Written notice of all meetings stating the time and place and the purposes for which the meeting is called shall be given by the President or Secretary unless waived in writing, to each member at his/her address as it appears on the books of the Association and shall be mailed or personally delivered not less than ten (10) days nor more than thirty (30) days prior to the date of the meeting. Notice of meetings may be waived before or after meetings. Meetings shall be held at such time and place as may be designated by the Board of Directors. The Annual Meeting shall be held on the fourth Monday in October of each year for the purpose of electing directors and of transacting any other business authorized to be transacted by the members. Special meetings of the members shall be held whenever called by the President or any two members of the Board of Directors and must be called by such officers upon receipt of a written request signed by members with one-third (1/3) or more of all votes entitled to be cast.

ARTICLE III

BOARD OF DIRECTORS

3.1 NUMBER AND QUALIFICATIONS OF DIRECTORS. The Board of Directors shall consist of seven (7) persons elected pursuant to the subsequent provisions hereof. Each member of the Board of Directors shall be a member of the Association or, in the event that such member of the Association is not a natural person, shall be the appointee of such member of the Association.

3.2 POWERS AND DUTES OF THE BOARD OF DIRECTORS. The affairs of the Association shall be governed by the Board of Directors. All powers and duties as shall be necessary for the administration of the affairs of the Association shall be exercised by the Board of Directors. Such powers and duties shall be exercised in accordance with the provisions of the Declaration, the Article of Incorporation, and these By-Laws.

3.3 ELECTION AND TERM OF DIRECTORS. All Directors elected prior to the 1999 annual meeting shall continue to serve out the terms to which they were initially elected. The members shall, at the 1999 annual meeting, elect two additional directors so that there shall be a total of seven (7) directors serving pursuant to Article 3.1 above. One new director shall serve a three year term, and the second new director shall serve a two year term. Each director shall be a member of one of three staggered classes, each class serving for three years.

The successors to each of the directors whose terms have expired shall be elected to hold office for a term of three (3) years 'or until their successors are duly elected and qualified, or until any of said directors shall have been removed in the manner hereinafter provided, so that the terms of one class of directors shall expire each year.

3.4 VACANCIES ON BOARD. Vacancies on the Board of Directors caused by any reason other than the removal of a director by a vote of the members shall be filled by a vote of the majority of the remaining directors, even though they may constitute less than a quorum, and each person so elected shall be a director until a successor is elected at the next annual meeting of the members at which that class of directors is to be elected.

3.5 REMOVAL OF DIRECTORS. At any regular or special meeting of the Members duly called, any one or more of the directors may be removed with or without cause by a majority of the votes of the members entitled to be cast and a successor may then and there be elected to fill the vacancy thus created.

3.6 REGULAR MEETINGS AND NOTICE. A regular annual meeting of the Board of Directors shall be held immediately after, and at the same place as, the annual meeting of the members. Notice of the regular annual meeting of the Board of Directors shall not be required.

3.7 SPECIAL MEETINGS AND NOTICE. Special meetings of the Board of Directors may be called by the President or by three (3) directors on three (3) days prior written notice to each director, given personally or by mail, which notice shall state the time, place and purpose of the meeting.

3.8 WAIVER OF NOTICE. Before, at or after any meeting of the Board of Directors, any director may in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all of the directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

3.9 QUORUM OF DIRECTORS - ADJOURNMENTS. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors. If, at any meeting of the Board of Directors, there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time without further notice. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting as originally called may be transacted.

3.10 FIDELITY BONDS. A fidelity bond shall be required to be maintained by the Association for all officers, directors and employees of the Association and all other persons handling, or responsible for, funds of or and administered by the Association. Where an outside management agent has the responsibility for handling or administering funds of the Association, the management agent shall be required to maintain fidelity bond coverage for its officers, employees and agents handling or responsible for funds of, or administered on behalf of, the Association. Such fidelity bonds shall name the Association as an obligee and shall not be less than the estimated maximum of funds, including reserve funds, in the custody of the Association or the management agent, as the case may be, at any given time during the term of each bond. However, in no event may the aggregate amount of such bonds be less than a sum equal to three (3) months aggregate assessments on all units plus reserve funds. The bonds shall contain waivers by the insurers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees" or similar terms or expressions. The premiums on all bonds required hereto, except those maintained by the management agent, shall be paid by the Association as a common expense. The bonds shall provide that they may not be cancelled or substantially modified without a least ten (10) days' prior written notice to the Association.

3.11 COMPENSATION. No director of the corporation shall receive any fee or other compensation for such services rendered to the Association, except by specific resolution of the membership.

3.12 INFORMAL ACTION. Any action which is required to be taken at a meeting of the Board of Directors or which may be taken at such meeting, may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all of the directors entitled to vote with respect to the subject matter. Such consent shall have the same force and effect as unanimous vote.

ARTICLE IV

OFFICERS

4.1 DESIGNATION, ELECTION AND REMOVAL. The principal officers of the Association shall be a President, Vice President, Secretary and Treasurer, to be elected annually by the Board of Directors at the Annual Meeting of the Board of Directors. Upon the affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor shall be elected at a regular meeting of the Board of Directors, or at any special meeting called for that purpose. Any two or more offices, except a combination of the offices of President and Secretary and a combination of the offices of President and Vice-President, may be held by the same person.

4.2 PRESIDENT. The President shall be selected from among the members of the Board of Directors and shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all the general powers and duties which are usually vested in the office of President, including, but not limited to, the power to sign, together with any other officer designated by the Board, any contracts, checks, drafts, or other instruments on behalf of the Association in accordance with the provisions herein.

4.3 VICE-PRESIDENT. The Vice President shall be selected from among the members of the Board of Directors and shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If both the President and Vice-President are unable to act, the Board of Directors shall appoint some other member of the Board to do so on an interim basis. The Vice-President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

4.4 SECRETARY. The Secretary shall be selected from among the Members of the Association. The Secretary shall keep the minutes of all meetings of the Board of Directors and of the Association. The Secretary shall send a copy of such minutes immediately following their approval to any member who requests a copy in writing. Members requesting copies of the minutes shall pay for the reproduction costs. The Secretary shall also have charge of the Association's books and records, and shall, in general, perform all duties incident to the office of Secretary.

4.5 TREASURER. The Treasurer shall be selected from among the Members of the Association. The Treasurer shall have responsibility for the Association's funds and shall be responsible for keeping full and accurate accounts of all receipts and disbursements and financial records and books of account on behalf of the Association. He shall be responsible for the deposit of all monies and all valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors. The Treasurer shall also be responsible for the billing ad collection of all common charges and assessments made by the Association.

4.6 LIABILITY OF DIRECTORS AND OFFICERS. No person shall be liable to the Association for any loss or damage suffered by it on account of any action taken or omitted to be taken by him as a director or officer of the Association, if such person (a) exercised and used the same degree of care and skill as a prudent man would have exercised or used under the circumstances in the conduct of their own affairs, or (b) took or omitted to take such action in reliance upon advice of counsel for the Association or upon statements made or information furnished by officers or employees of the Association which he has reasonable grounds to believe to be true. The foregoing shall not be exclusive of other rights and defenses to which he may be entitled as a matter of law.

4.7 COMPENSATION. No officer of the corporation shall receive any fee or other compensation for services rendered to the Association except by specific resolution of the membership.

ARTICLE V

OPERATION OF THE PROPERTY

5.1 THE ASSOCIATION. The Association, acting through the Board of Directors, shall be responsible for administration and operation of the condominium property, in accordance with the Declaration, the Articles of Incorporation, and these By-Laws. The Association may contract for management services and a managing agent with respect to the administration and operation of the condominium.

5.2 RULES AND REGULATIONS. The Association, through the Board of Directors, shall from time to time adopt rules and regulations governing the operation, maintenance and use of the units and the common areas and facilities by the unit owners and occupants, Such rules and regulations of the Association shall not be inconsistent with the terms of the Declaration or the contracts, documents, and easements referred to in the Declaration, and shall be designed to prevent unreasonable interference with the use of the respective units and the common areas and facilities by persons entitled thereto.

5.3 COMMON EXPENSES. The Board of Directors shall determine the common expenses of the Association, and shall prepare an annual operating budget for the Association in order to determine the amount of the common charges payable by each unit to meet the estimated common expenses of the Association for the ensuing year. The amounts required by such budget shall be assessed and charged against the units and allocated among the members of the Association according to their respective percentages of ownership in the common areas and facilities of the condominium as set forth in the Declaration. The common charges shall be prorated and paid quarterly to the Association on or before the first day of each calendar quarter. If any payment is not made within ten (10) days of the due date, the charges shall bear interest at the rate of twelve percent (12%) per annum until paid in full.

5.4 OPERATING BUDGET. The annual operating budget shall provide for two funds, one of which shall be designated the "operating fund" and the other the "reserve fund". The operating fund shall be used for all common expenses which occur with greater than annual frequency, such as amounts required for the cost of maintenance of the common areas, streets, lawn care and snow removal, insurance, common services, administration, materials and supplies. The reserve fund shall be used for contingencies and periodic expenses such as painting, renovation, and street resurfacing. In the event the Association incurs extraordinary expenditures not originally included in the annual budget, then such sums as may be required in addition to the operating fund shall be first charged against the reserve fund. In the event that both funds prove inadequate to meet the necessary common expenses, the directors may levy a further assessment which shall be charged to each owner in proportion to his ownership interest as set forth in the Declaration.

The reserve fund may include such amounts as the Board of Directors may deem necessary to provide for the purchase or lease of any unit whose owner wishes to sell or lease to the Association. The reserve fund may also be used to discharge mechanic's liens or other encumbrances levied against the entire property, or against each unit, if resulting from action by the Association. The unit owner or owners responsible for any lien which is paid by the Association but not the obligation of the Association shall be specially assessed for the full amount thereof.

The directors may also use the reserve fund for the maintenance and repair of any unit if such maintenance and repair is necessary to protect the common property. The full amount of the cost of any such maintenance or repair shall be specially assessed to the unit owner responsible thereof.

The annual budget for the following year shall be determined and prepared in early October each year. The Board of Directors shall advise all members of the Association in writing of the amount of common charges payable on behalf of each unit by the date of the annual members' meeting and shall furnish copies of the budget on which such common charges are based to each member at least ten (10) days prior to the date of the annual meeting.

If within fifteen (15) days after the annual membership meeting a petition is presented to the Board of Directors protesting such charges or the budget upon which they are based, and the petition is signed by members representing more than fifty percent (50%) of the membership entitled to vote with respect to such charges, then the directors shall notify all members of a meeting called for the sole purpose of reviewing such charges or budget. At such meeting, the vote of more than fifty percent (50%) of the membership entitled to vote may revise the budget and charges, and such revised budget and corresponding charges shall replace for all purposes the ones previously established; provided, however, that the annual budget and charges may not be revised downward to a point lower than the average total budget for the preceding two years and provided further, that if a budget and charges have not been established and made for any two preceding years, then the budget and charges may not be revised downward until two years of experience exist.

5.5 DEFAULT. If a member of the Association is in default in payment of any charges or assessments for a period of more than thirty (30) days, the Board of Directors, in the name of the Association, may bring suit for and on behalf of the Association, as representative of all members, to enforce collection of such delinquencies or to foreclose the lien therefore, as provided by law, and there shall be added to the amount due the costs of suit and the legal interest, together with actual attorney's fee.

5.5 MANNER OF BORROWING MONEY. Upon the affirmative vote of unit owners having sixty-seven percent (67%) or more of the votes at a meeting called for such purpose, the Association may borrow money for Association needs and assess unit owners according to their respective percentages a charge sufficient to cover monthly principal and interest amortization. The President and Secretary on behalf of the Association shaii be authorized to execute the necessary loan documents.

5.7 MANNER OF ACQUIRING AND CONVEYING PROPERTY. Upon written consent of seventy-five percent (75%) or more of the unit owners, the Association may acquire land in its own name. The President and Secretary on behalf of the Association shall be authorized to execute necessary documents to effectuate the acquisition.

Upon written consent of seventy-five (75%) of unit owners and mortgagees portions of the Property as described in the Declaration may be conveyed. However, the Declaration shall be amended to reflect such conveyance. Proceeds of any conveyance shall be divided among the unit owners according to their respective percentages.

ARTICLE VI

DUTIES AND OBLIGATIONS OF UNIT OWNERS

6.1 RESTRICTIONS. The units and the common areas and facilities and limited common areas (hereinafter in this paragraph sometimes collectively referred to as "commons") shall be occupied and used in accordance with the Declaration, the Articles of Incorporation, these By-Laws, and the Rules and Regulations of the Association, including the following:

a) USE. No unit shall be occupied or used for any purpose other than a single family private residence limited to four (4) occupants. No unit shall be rented, except as specifically allowed by Declaration Section 12.2.

b) OBSTRUCTIONS. There shall be no obstruction of the common areas and facilities and nothing shall be stored therein without the prior consent of the Association.

c) INCREASE OF INSURANCE RATES. Nothing shall be done or kept in any unit or in the commons which will increase the rate of insurance on the commons, without the prior consent of the Association. No unit owner shall permit anything to be done or kept in his unit or in the commons which will result in the cancellation of insurance on any unit or any part of the commons, or which would be in violation of any law or ordinance. No waste will be permitted in the commons.

d) SIGNS. No sign of any kind shall be displayed to the public view on or from any unit or the commons without prior consent of the Association. The Association, through its Board of Directors, may grant specific limited exceptions as specified in the Rules and Regulations of the Association.

e) ANIMALS. No animals, livestock or poultry of any kind shall be raised, bred, or kept in any unit or in the commons, except that a maximum of two dogs or cats, not exceeding twenty (20) pounds each, or other household pets may be kept in units, subject to the Rules and Regulations which may be adopted by the Association regarding the same. All pets must be kept on leashes.

f) NOXIOUS ACTIVITY. No noxious or offensive activity shall be carried on in any units or in the commons, nor shall anything be done therein which may be or become an annoyance or nuisance to others. -

g) ALTERATION, CONSTRUCTION OR REMOVAL. Nothing shall be altered or constructed in or removed from the common areas and facilities, except upon the written consent of the Association.

h) SATELLITE DISH. A satellite dish may be placed upon the common areas after complying with the following terms and conditions:

(i) It shall be a maximum size of eighteen (18) inches.

(ii) It shall be located in the rear of a unit.

(iii) It shall be in an inconspicuous location approved by the Association.

(iv) It shall be approved by the City of Brookfield Inspection Services Department.

(v) it shall be the responsibility of the member to obtain approval from the Association and the City of Brookfield Inspection Services Department.

i) CONFLICT.The above Restrictions and those which may be hereafter adopted by the Association, are in addition to the Declaration, and the documents, contracts, declarations, and easements set forth in the Declaration, and in the event of a conflict, the Declaration and contracts, declarations, and easements set forth and referenced therein shall govern.

j) REMEDIES. Failure to comply with any of these By-Laws or any other rules, regulations, covenants, conditions or restrictions imposed by the Unit Ownership Act of the State of Wisconsin, Chapter 703 of Wisconsin Statutes, the Declaration or the Board shall be grounds for action to recover sums due for damages or injunctive relief or both, maintainable by the Association or, in a proper case, by an aggrieved member.

6.2 MAINTENANCE AND REPAIR OF UNITS. Every unit owner must perform properly or cause to be performed all maintenance and repair work within his own unit which if omitted would affect the Association in its entirety or in a portion belonging to other owners, and such owners shall be personally liable to the Association for any damages caused by his failure to do so.

6.3 LIMITED COMMON AREAS. Every unit owner must maintain the limited common areas appurtenant to his unit in clean and proper condition. No objects or structures other than approved moveable furniture or decorative pieces, shall be placed thereon without the prior written consent of the Board of Directors of the Association. There shall be no swing sets or sandboxes. Every unit owner shall have the right to decorate the limited common area appurtenant to his unit in a nonstructural manner provided that decorations which are visible to other units or to the public shall have the prior written approval of the Board of Directors of the Association.

6.4 ADDITIONAL RULES AND REGULATIONS. Additional rules and regulations concerning the use of the common and limited common areas or facilities may be promulgated and amended by the Board of Directors. Copies of such rules and regulations shall be furnished by the Board of Directors to each unit owner prior to their effective date.

ARTICLE VII

GENERAL

7.1 FISCAL YEAR. The fiscal year of the Corporation shall begin on the first day of October and end on the last day of September in each year.

7.2 SEAL. The Board of Directors shall provide a corporate seal which shall be circular in form and shall have inscribed thereon the name of the corporation and the words "Corporate Seal, Wisconsin",

ARTICLE VIII AMENDMENTS

8.1. These By-Laws may be altered, amended or repealed and new By-Laws may be adopted by the members, at any meeting called for such purpose, by an affirmative vote of unit owners having sixty-seven percent (67%) of more of the votes.

ARTICLE IX

MISCELLANEOUS

9.1 RECORD OF OWNERSHIP. Every unit owner shall promptly cause to be duly recorded or filed of record the deed, lease, assignment or other conveyance to him of such unit or other evidence of his title thereto, and shall file such lease with and present such other evidence of his title to the Board of Directors, and the Secretary shall maintain all such information in the record of ownership of the Association.

9.2 MORTGAGES. Any unit owner who mortgages his unit or any interest therein shall notify the Board of Directors of the name and address of this mortgagee, and shall maintain all such information in the record of ownership of the Association. The Board of Directors at the written request of any mortgagee shall furnish timely written notice of:

A. Any condemnation loss or any casualty loss which affects the material portion of the property or any unit on which there is a first mortgage held, insured, or guaranteed by such mortgagee, insurer or guarantor, as applicable;

B. Any delinquency in the payment of assessments or charges owed by an owner of a unit subject to a first mortgage held, insured or guaranteed by such mortgagee, insurer or guarantor, which may remain uncured for a period of sixty (60) days.

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

D. Any proposed action which will require the consent of a specified percentage of eligible mortgagees.

The Board of Directors at the request of any prospective purchaser of any unit or interest therein shall report to such person the amount of any assessments against such unit then due and unpaid.

The Association shall be required to make available to unit owners and mortgagees, and to holders, insurers or guarantors of any mortgage, current copies of the Declaration, By-Laws, other rules concerning the project and the books records and financial statements of the Association. "Available" means available for inspection, upon request, during normal business hours or under other reasonable circumstances.

9.3 BOOKS OF RECEIPTS AND EXPENDITURES; AVAILABILITY FOR EXAMINATION. The Association shall keep detailed, accurate records using standard bookkeeping procedures or receipts and expenditures affecting the common elements, specifying and itemizing the maintenance and repair expenses of the common elements and any other expenses incurred. The records and the vouchers authorizing the payments shall be available for examination by the unit owners at convenient hours.

9.4 INDEMNITY OF OFFICERS AND DIRECTORS. Every person who is or was a director or an officer of the Association (together with the heirs, executors and administrators of such person) shall be indemnified by the Association against all loss, costs, damages and expenses (including reasonable attorneys fees) asserted against, incurred by or imposed upon him in connection with or resulting from any claim action, suit or proceeding, including criminal proceedings, to which he is made or threatened to be made a party by reason of his being or having been such director or officer, except as to matters as to which he shall be finally adjudged in such action, suit or proceeding to be liable for gross negligence or willful misconduct. In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of gross negligence or willful misconduct in the performance of his duty as such director or officer in relation to the matter involved. The Association, by its Board of Directors, may indemnify in like manner, or with any limitations, any employee or former employee of the Association with respect to any action taken or not taken in his capacity as such employee. The foregoing rights of indemnification shall be in addition to all rights to which officers, directors or employees may be entitled as a matter of law.

All liability, loss, damage, costs and expenses incurred or suffered by the Association by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Association as common expenses; provided, however, that nothing in this Article IX contained shall be deemed to obligate the Association to indemnify any member or owner of a condominium unit who is or has been an employee, director or officer of the Association with respect to any duties or obligations assumed or liabilities incurred by him under and by virtue of the Declaration, Wisconsin's Unit Ownership Act, the Articles and By-Laws of the Association, as a member of the Association, or owner of a condominium unit covered thereby.

9.5 SUBROGATION. These By-Laws are subordinate and subject to all provisions of the Declaration and any amendments thereto and the Unit Ownership Act under the laws of the State of Wisconsin, which shall control in case of any conflict. All terms herein (except where clearly repugnant to the context) shall have the same meaning as in the Declaration or said Unit Ownership Act.

9.6 INTERPRETATION. In case any provision of these By-Laws shall be held invalid, such invalidity shall not render invalid any other provision hereof which can be given effect. Nothing in these By-Laws shall be deemed or construed to authorize the Association or Board of Directors to conduct or engage in any active business for profit on behalf of any or all of the unit owner.

9.7 ASSOCIATION MAILING ADDRESS. The mailing address of the association is Hunt Management Incorporated, 10520 N. Baehr Road, Suite Q, Mequon, Wisconsin 53092.

- End of Restated By-Laws -

Amendments to the By-Laws of the Pheasant Run Condominium Homes Association, Inc.

Adopted by the Membership on July 26, 2023

Amend Article IV, OFFICERS, Sections 4.4 and 4.5 to read as follows:

4.4 SECRETARY The Secretary shall be selected from among the Association Board of Directors. The Secretary shall keep the minutes of all meetings of the Board of Directors and of the Association. The Secretary shall send a copy of such minutes immediately following their approval to any member who requests a copy in writing. Members requesting copies of the minutes shall pay for the reproduction costs. The Secretary shall also have charge of the Association's books and records, and shall, in general, perform all duties incident to the office of Secretary.

4.5 TREASURER The Treasurer shall be selected from among the Association Board of Directors. The Treasurer shall have responsibility for the Association's funds and shall be responsible for keeping full and accurate accounts of all receipts and disbursements and financial records and books of account on behalf of the Association. He shall be responsible for the deposit of all monies and all valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors. The Treasurer shall also be responsible for the billing and collection of all common charges and assessments made by the Association.

Amend Article VI, GENERAL, Section 7.1 to read as follows:

7.1 FISCAL YEAR The fiscal year of the corporation shall begin on the first day of January and end on the last day of December in each year.

Peter Chadwick
Peter Chadwick (Jul 26, 2023 16:31 CDT)
By: ______________________________

Title: President

PHEASANT RUN CONDOMINIUM HOMES ASSOCIATION, INC.

DISCLOSURE MATERIALS

SECTION D

ARTICLES OF INCORPORATION

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III. ARTICLES OF INCORPORATION

ARTICLES OF INCORPORATION

OF

PHEASANT RUN CONDOMINIUM HOMES ASSOCIATION, INC.

(A Non-Stock, Non-Profit Corporation)

The undersigned, being a natural person over the age of twenty-one (21) years and acting as incorporator of a non-stock, non-profit corporation under the provisions of the Wisconsin Non-Stock Corporation Law, Chapter 181 of the Wisconsin Statutes, does hereby adopt the following as the Articles of Incorporation of such corporation:

ARTICLE I

NAME

The name of the corporation shall be PHEASANT RUN CONDOMINIUM HOMES ASSOCIATION, INC.

ARTICLE II

PERIOD OF EXISTENCE

The period of existence of the corporation shall be perpetual.

ARTICLE III

PURPOSES

The purposes for which this corporation is organized are as follows:

(a) To serve as an association of unit owners who own real estate and improvements under the condominium form of use and ownership (such real estate and improvements hereinafter referred to as "condominium property"), as provided in the Unit Ownership Act under the laws of the State of Wisconsin and subject to the terms and conditions of the Condominium Declaration for Pheasant Run Condominium Homes, as recorded in the office of the Register of Deeds for Waukesha County, Wisconsin, (hereinafter referred to as "Declaration");

(b) To serve as a means through which the unit owners may collectively and efficiently administer, manage, operate and control the condominium property in accordance with the Unit Ownership Act and the Declaration; and

(c) To engage in lawful activity included in and permitted under the Unit Ownership Act and the Declaration within the purposes for which a non-stock, non-profit corporation may be organized under the Wisconsin Non-Stock Corporation Law.

ARTICLE IV

POWERS

The corporation shall have all all the powers enumerated in the Wisconsin Non-Stock Corporation Law, to the extent, not inconsistent with the Unit Ownership Act, or the Declaration, or the By-Laws, including without limitation, the following:

(a) To exercise exclusive management and control of the common areas and facilities and limited common areas described and set forth in the Declaration;

(b) To hire, engage or employ and discharge such persons or entities as it may deem necessary or advisable to assist in the management of its affairs or to properly effectuate the duties and responsibilities of the corporation as set forth in the Declaration;

(c) To maintain, repair, replace, reconstruct, operate and protect the common areas and facilities and limited common areas set forth in the Declaration;

(d) To determine, levy and collect assessments against the unit owners and use the proceeds thereof in the exercise of its powers and duties, including without limitation, the payment of operating expenses of the corporation and the common expenses relating to the maintenance, repair, replacement, reconstruction, operation and protection of the common areas and facilities and limited common areas as described and set forth in the Declaration;

(e) To enter into contracts on behalf of the unit owners and act as agent of the unit owners, with regard to among other things, common services as required for each unit, utilities, and such other matters as may be determined by the members of the Association;

(f) To purchase insurance on the condominium property and insurance for the benefit of the corporation and its members as set forth in the Declaration;

(g) To make and amend By-Laws and reasonable regulations governing, among other things, the use and operation of the condominium property in the manner provided by the Declaration;

(h) To enforce by legal means the provisions of the Unit Ownership Act, the Declaration, the By-Laws and any rules and regulations governing the use and operation of the condominium property;

(i) To establish and maintain one or more bank accounts for deposit and withdrawal of the funds of the corporation; and

(j) To do all things necessary or convenient to effectuate the purposes of this corporation and the Declaration.

ARTICLE V

MEMBERS

The corporation shall initially have two classes of voting membership. The designation of such classes, and the respective rights and qualifications of the two classes of membership, shall be as set forth in the By-Laws of the corporation.

ARTICLE VI

PRINCIPAL OFFICE AND REGISTERED AGENT

The location of the initial principal office of the corporation shall be 245 Regency Court, Waukesha, Wisconsin 53186. The address of the initial registered office of the corporation is 245 Regency Court, Waukesha, Wisconsin 53186, and the name of its initial registered agent at such address is Henry L. Bertram.

ARTICLE VII

DIRECTORS

The number of the directors of the corporation shall be fixed in the By-Laws, but in no event shall be less than five (5). The manner in which directors shall be elected, appointed or removed shall be provided by the By-Laws.

The number of directors constituting the initial Board of Directors shall be five (5), and the names and addresses of the initial directors are:

//

ARTICLE X

AMENDMENT

These Articles may be amended in the manner provided by law at the time of amendment.

ARTICLE XI

RECORDING

These Articles of Incorporation shall be recorded in the office of the Register of Deeds for Waukesha County.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand this 17th day of October, 1988.

STEPHEN A. HARTMAN

STATE OF WISCONSIN)
ss
WAUKESHA COUNTY)

On this 17th day of October, 1988, personally appeared before me the above-named Stephen A. Hartman, known to me to be the person whose name is subscribed to the foregoing Articles of Incorporation, and he acknowledged that he executed the same for the purposes therein contained.

Susan M. Bartos
Notary Public, State of Wisconsin
My Commission: September 2, 1990

This instrument was drafted by:

Attorney Stephen A. Hartman
Trapp & Hartman, S.C.
14380 West Capitol Drive
Brookfield, Wisconsin 53005

Henry L. Bertram
245 Regency Court
Waukesha, Wisconsin 53186

Carol J. Bertram
245 Regency Court
Waukesha, Wisconsin 53186

Michael L. Bertram
245 Regency Court
Waukesha, Wisconsin 53186

Colleen Bertram
245 Regency Court
Waukesha, Wisconsin 53186

Wendy J. Schoenheider
245 Regency Court
Waukesha, Wisconsin 53186

ARTICLE VIII

INCORPORATOR

The name and address of the incorporator of this corporation is:

Stephen A. Hartman
Trapp & Hartman, S.C.
14380 West Capitol Drive
Brookfield, Wisconsin 53005

ARTICLE IX

STOCK, DIVIDENDS, DISSOLUTION

The corporation shall not have or issue shares of stock. No dividend shall ever be paid to members of the Association, and no part of the assets or surplus of the corporation shall be distributed to its members, directors, or officers, except upon dissolution of the corporation. The corporation may pay compensation in reasonable amounts to employees, members, directors or officers for services rendered, except as limited in the By-Laws, and may confer benefits upon its members in conformity with its purposes.

In the event of dissolution of the corporation, all of its assets, after payment of its liabilities, shall be distributed to the members of the corporation in accordance with their undivided percentage interest in the common areas of the condominium.

PHEASANT RUN CONDOMINIUM HOMES ASSOCIATION, INC.

DISCLOSURE MATERIALS

SECTION E

MANAGEMENT CONTRACT

Condominium and Homeowners' Association Management Agreement

ASSOCIATION Pheasant Run Condominium Homes Association, Inc.

AGENT Hunt Management Incorporated

For Property located at Stonehedge Drive, MacHenry Circle, Willowick Circle, McNally Lane, Brookfield, Wisconsin

Beginning October 1 19 92 Ending September 30 19 93

This agreement (the "Agreement") is made and entered into this 30TH

day of September, 19 92, by and between the unit owners' association known as Pheasant Run Condominium Homes Association, Inc. (the "Association"), which is

established in accordance with the laws of the State of Wisconsin,

for the property known as Pheasant Run

located at Stonehedge Drive, MacHenry Circle, Willowick Circle, McNally Lane, Brookfield, Wisconsin (the "Property"),

and Hunt Management Incorporated (the "Agent").

AUTHORITY OF THE AGREEMENT

The Board of Directors of the Association (the "Board"), on behalf of the Association, hereby appoints Agent to manage the Property, and Agent accepts appointment to manage the Property.

The parties further agree as follows:

Section 1 TERM OF AGREEMENT

The Board appoints Agent exclusively to manage the Property for a period of One (1) year(s), beginning October 1, 19 92, and thereafter for periods of one year unless this Agreement is terminated as provided in this section or in sections 11 or 12. Either party may terminate this Agreement at the end of the initial term or at the end of any one-year renewal period provided that written notice is given to the other party on or before the sixtieth (60th) day prior to the expiration of the initial term or on or before the sixtieth (60th) day prior to the expiration of such one-year renewal period.

Section 2 SERVICES OF AGENT

Agent shall manage the Property to the extent, for the period, and upon the terms of this Agreement. Agent shall perform the following services in the name of and on behalf of the Association, and the Association hereby gives Agent the authority and powers required to perform these services.

2.1 COLLECTION OF ASSESSMENTS

Agent shall collect (and give receipts for, if necessary) all monthly and other assessments and other monies that are due the Association with respect to the Property and for all rental or other payments from concessionaires, if any. HOWEVER, Agent shall have no authority or responsibility to collect delinquent assessments or other charges except to send notices of delinquency., placement of delinquency with attorney for collection and on going review of such placements.

2.2 **RECORDS OF INCOME AND EXPENDITURES**

Agent shall maintain records of all income and expenses relating to the Property, and shall submit to the Association on or before the fifteenth (15th) day of the following month, a statement of receipts and disbursements for the preceding month, including a statement of the balance in the operating account for the Property.

2.3 **PREPARATION OF ANNUAL BUDGET**

Ninety (90) days prior to the beginning of each fiscal year, which begins on ____________________, Agent shall prepare and submit to the Board a recommended Annual Budget for the next year showing anticipated income and expenses for such year.

2.4 **SUBMISSION OF ANNUAL REPORT**

Within thirty (30) days after the end of each fiscal year, Agent shall submit to the Association a summary of all receipts and disbursements relating to the Property for the preceding year. HOWEVER, submission of such annual report shall not be construed to require Agent to supply an audit. Any audit required by the Association shall be prepared at the Association's expense by an auditor(s) of its selection.

2.5 **MAINTENANCE OF COMMON ELEMENTS**

Subject to the direction of the Board, at the expense of the Association and in accordance with the Association's approved budget, Agent shall cause the common elements of the Property to be maintained according to appropriate standards of maintenance consistent with the character of the Property, including Lawn care; groundskeeping; exterior building repair, maintenance and replacements; asphalt maintenance; concrete maintenance; snowplowing; etc.

2.6 **EMPLOYMENT OF PERSONNEL**

Agent shall hire, pay, negotiate collective bargaining agreements with (if necessary), supervise, and discharge whatever personnel may be required to maintain and operate the Property on behalf of the Association and in accordance with the budget, job standards, and wage rates previously approved by the Association. All such personnel shall be employees of the Association and not of Agent, and all salaries, taxes, and other expenses payable to or on account of such employees shall be operating expenses of the Property.

2.7 **PAYMENT OF EMPLOYMENT TAXES**

Agent shall, on behalf of the Association, ~~execute and file~~ all tax and other returns and do and perform all acts required of the Association as an employer under the Federal Insurance Contributions Act, the Federal Unemployment Tax Act, all applicable federal, state, and local income tax laws, and all other laws, regulations, and/or ordinances governing employment and payment of wages. Upon request, the Board shall promptly execute and deliver to Agent all necessary powers of attorney, notices of appointment, and the like. The Association shall supply all funds to pay any taxes.

2.8 UTILITIES AND SERVICES CONTRACTS

Subject to the direction of the Board and on behalf of the Association, Agent shall negotiate contracts for water, electricity, gas, telephone, and such other services as may be necessary or advisable for the common elements of the Property. Agent shall also purchase on behalf of the Association such equipment, tools, appliances, materials, and supplies as are necessary for the proper operation and maintenance of the Property. All such contracts and purchases shall be executed in the name of the Association by its Board of Directors and at its expense.

2.9 PAYMENT OF EXPENSES

From the funds of the Association, Agent shall pay all expenses of the Property, including taxes, building and elevator inspection fees, water rates and other governmental charges, and all other charges or obligations incurred by the Association or by Agent on behalf of the Association with respect to the maintenance or operation of the Property or pursuant to the terms of this Agreement or pursuant to other authority granted by the Board on behalf of the Association.

2.10 RECORDS OF INSURANCE

Agent shall maintain appropriate records of all insurance coverage for the Property carried by the Association as specified in paragraph 10.2. Agent shall cooperate with the Board in investigating and reporting all accidents or claims for damage relating to the ownership, operation, and maintenance of the common elements of the Property, including any damage or destruction to them.

2.11 OTHER SPECIFIC SERVICES OF AGENT

____

____

____

____

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____

Section 3 LIMITATION ON EXPENDITURES BY AGENT

In discharging its responsibilities under section 2 of this Agreement, Agent shall not make any unbudgeted expenditures or incur any nonrecurring contractual obligation exceeding $ 500.00 without the prior consent of the Association through the Board. HOWEVER, no such consent shall be required to repay any advances made by Agent under the terms of section 5. Notwithstanding these limitations, Agent may, on behalf of the Association and without prior consent of the Board, expend any amount or incur a contractual obligation in any amount required to deal with emergency conditions which may involve a danger to life or property or which may threaten the safety of the Property or the individual owners and occupants or which may threaten the suspension of any necessary service to the Property.

Section 4 AGENT NOT RESPONSIBLE FOR MAINTENANCE OF INDIVIDUAL UNITS

Agent shall have no authority or responsibility for maintenance or repairs to individual units in the Property. Such maintenance and repairs shall be the sole responsibility of the owners individually.

Section 5 DISPOSITION OF FUNDS

Agent shall, on behalf of the Association, deposit collections and pay expenses of the Property as stated below.

5.1 DEPOSIT OF COLLECTIONS

Agent shall deposit all monies collected on behalf of the Association in a bank or other financial institution whose deposits are insured by the federal government or such other depository as directed by the Association in writing. The funds of the Association shall at all times be maintained separate and apart from Agent's own funds and from the funds of any others. Agent's designees shall be the only parties authorized to draw upon such accounts.* Agent shall not be held liable in the event of bankruptcy or failure of such depository. Such operating account shall not be required to bear interest.

5.2 PAYMENT OF EXPENSES

Agent shall pay all expenses of operation and management of the Property from the Association's funds held in account by Agent. Any amounts owed to Agent by the Association shall also be paid from such account at any time without prior notice to the Association.

5.3 AGENT NOT REQUIRED TO ADVANCE FUNDS

Agent shall have no obligation to advance funds to the Association for any purpose whatsoever. Any funds advanced to the Association by Agent shall be repaid to Agent immediately from the Association's funds. Any sums due Agent under any provision of this Agreement, and not paid within thirty (30) days after such sums have become due, shall bear interest at the rate of 12 % per annum.

5.4 BONDING OF EMPLOYEES

All employees of Agent who handle or are responsible for the safekeeping of any monies of the Association shall be covered by a bond protecting the Association. Such bond shall be in an amount and with a company determined by Agent and may be a blanket or umbrella bond. The expense of such bonding shall be paid by Agent.

* Excepting those accounts designated as "Reserves" for which Directors/Officers shall be signatories.

Section 6 ATTENDANCE AT BOARD MEETINGS

Agent, or a designated employee or other representative of Agent, shall attend one(1)regular meeting(s) of the Board each month and the annual meeting of the Association. (*) Upon not less than 144 hours notice, Agent or its designated representative shall attend meetings of the Board or of the Association as requested, provided that the Association shall pay Agent $ 50.00 per hour for that individual's attendance at each meeting. Agent or its representative shall be custodian of the official records of the Board and the Association. HOWEVER, neither Agent nor its representative shall be required to record the minutes of such meetings.

(*) Said attendance shall be limited to two hours, beyond which the $50.00 per hour charge will accrue.

Section 7 ONE BOARD MEMBER TO DEAL WITH AGENT

The Board shall designate one of its members who shall be authorized to deal with Agent on any matter relating to the management of the Property. Agent shall not accept directions or instructions with regard to the management of the Property from anyone else. In the absence of any other designation by the Board, the President of the Board shall be deemed to have this authority. Board appoints Vice-President as alternate should the President be unavailable. Agent may, but is not required to, submit any matter, direction, instruction or the like to the Board and shall then follow the direction of the Board.

Section 8 LIMITATION OF AGENT'S AUTHORITY AND RESPONSIBILITY

Agent's authority to act and responsibility for the Property shall be subject to the limitations set forth below.

8.1 STRUCTURAL CHANGES

Agent shall have no authority to make any structural changes in the Property or to make any other major alterations or additions in or to any building or equipment therein, except such emergency repairs as may be required because of danger to life or property or which are immediately necessary for the preservation and safety of the Property or for the safety of the individual owners and occupants or which are required to avoid the suspension of any necessary service to the Property.

8.2 BUILDING COMPLIANCE

Agent shall not be responsible for the compliance of the Property or any of its equipment with the requirements of any building codes or with any statutes, ordinances, laws, rules, or regulations (including those relating to the existence and disposal of solid, liquid, and gaseous wastes, and toxic or hazardous substances) of any city, county, state, or federal governments or agencies, or any public authority or official thereof having jurisdiction over it. HOWEVER, Agent shall notify the Association promptly or forward to the Association promptly any complaints, warnings, notices, or summonses received by Agent relating to such matters. The Association represents that to the best of its collective knowledge the Property complies with all such requirements, and the Association authorizes Agent to disclose the ownership of the Property to any such officials and agrees to indemnify, defend, and hold Agent, its representatives, servants, and employees, harmless of and from all loss, cost, expense, and liability whatsoever which may be imposed on them by reason of any present or future violation or alleged violation of such laws, ordinances, rules, or regulations.

8.3 AGENT ASSUMES NO LIABILITY.

Agent assumes no liability whatsoever for any acts or omissions of the Board or the Association, or any previous boards or current or previous owners of the Property, or any previous management or other agent of either. Agent assumes no liability for any failure of or default by any individual unit owner in the payment of any assessment or other charges due the Association or in the performance of any obligations owed by any individual unit owner to the Association, pursuant to any lease or otherwise. Agent likewise assumes no liability for any failure of or default by concessionaires in any rental or other payments to the Association. Nor does Agent assume any liability for previously unknown violations of environmental or other regulations which may become known during the period this Agreement is in effect. Any such regulatory violations or hazards discovered by Agent shall be brought to the attention of the Association in writing, and the Association shall promptly cure them.

Section 9 AGENT'S COMPENSATION

Agent shall be compensated for specific services as stated below.

9.1 FOR MANAGEMENT SERVICES

The Association shall pay Agent a management fee of $ 8.00 per Unit (*) per month. The management fee shall be paid monthly in advance. The management fee shall be adjusted annually upon approval by the Board of the Annual Budget, which adjustment shall be incorporated into this Agreement by reference. No further charge shall be made by Agent for Agent's services and other services of Agent's professional staff, except as otherwise expressly provided in this Agreement. Any clerical services performed for the Association, such as preparation and circulation of notices and newsletters and general correspondence of the Association, shall be at the Association's expense, including postage and other expenses.

(*) The minimum fee shall be $500.00 per month.

9.2 **FOR CONSTRUCTION, REMODELING, OR OTHER CONTRACTING SERVICES**

By individual agreement as needed.

9.3 **FOR OTHER SERVICES**

Appearances at Depositions, Hearings, Trials or similar legal proceedings on behalf of or in connection with Agents service to Association - $50.00 per hour.

Section 10 OBLIGATIONS OF THE ASSOCIATION

The Association shall insure the Property, Agent, and itself against liability and bear the expense of any and all litigation against the Property, Agent, and the Association as stated below. In addition, the Association shall provide for an initial deposit and contingency reserve and, through its Board, approve an Annual Budget for the Property.

10.1 **SAVE AGENT HARMLESS FROM LIABILITY SUITS**

The Association shall indemnify, defend, and save Agent harmless from all suits or other claims including, but not limited to, those alleging any negligence of Agent or its employees in connection with the Property or the management thereof and from liability for damage to property and injuries to or death of any employee or other person. The Association shall pay all expenses incurred by Agent including, but not limited to, all attorneys' fees, costs, and expenses incurred to represent Agent in regard to any claim, proceeding, or suit involving alleged negligence of Agent or its employees in connection with or arising out of the management of the Property.

10.2 ESTABLISH AND MAINTAIN LIABILITY INSURANCE

The Association shall carry at its own expense public liability, boiler, fire and extended coverage, elevator liability (if elevators are part of the equipment of the Property), and workers' compensation insurance, and such other insurance as may be necessary or appropriate. Such insurance policies shall name both the Association and Agent as insureds, and their coverage shall be adequate to protect the interests of both parties and in form, substance, and amounts reasonably satisfactory to Agent. The Association shall provide Agent with certificates evidencing such insurance or with duplicate copies of such policies within ten (10) days from the date of execution of this Agreement; or Agent may, but shall not be obligated to, place said insurance and charge the cost thereof to the account of the Association. Said policies shall provide that notice of default or cancellation shall be sent to Agent as well as to the Association and shall require a minimum of sixty (60) days' written notice to Agent before any cancellation of or changes to said policies.

10.3 PAY ALL EXPENSES OF ANY LITIGATION

The Association shall pay all expenses incurred by Agent including, but not limited to, Agent's costs and time, any liability, fines, penalties or the like, settlement amounts, and attorneys' fees for counsel employed to represent Agent or the Association in any proceeding or suit involving any alleged or actual violation by Agent or the Association or the Board, or any combination of all of them, of any law or regulation of any governmental body pertaining to environmental protection, fair housing, or fair employment, including, but not limited to, any law prohibiting or making illegal discrimination on the basis of race, sex, creed, color, religion, national origin, family status, or mental or physical handicap. HOWEVER, the Association shall not be responsible to Agent for any such expenses in the event Agent is finally adjudged to have personally, and not in a representative capacity, violated any such law. Nothing contained in this Agreement shall obligate Agent to employ legal counsel to represent the Board or the Association in any such proceeding or suit.

10.4 SAVE AGENT HARMLESS FROM LABOR LAW VIOLATIONS

The Association shall indemnify, defend, and save Agent harmless from all claims, investigations, and suits, or from the Association's or the Board's actions or failures to act, with respect to any alleged or actual violation of state or federal labor laws. The Association's obligation with respect to such violation(s) shall include payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, litigation expense, and attorneys' fees.

10.5 PROVIDE FOR INITIAL DEPOSIT AND CONTINGENCY RESERVE

Immediately on commencement of this Agreement, the Association shall remit to Agent the sum of $ 5,000.00 to be deposited in the account(s) established for the Association pursuant to paragraph 5.1, such amount representing the estimated disbursements to be made in the first month, plus an additional sum of $ ~~5,000.00~~ as a contingency reserve. The Association agrees to maintain this contingency reserve amount at all times and shall agree in writing to a new contingency reserve when such is required. The contingency reserve thus established is to enable Agent to pay obligations of the Association as they become due and is an amount separate from the reserve funds which accrue from assessments of individual unit owners.

$2500.00 JSH KLB

10.6 APPROVE ANNUAL BUDGET

Within thirty (30) days of receipt of the recommended Annual Budget prepared by Agent, the Board shall either approve the budget as submitted or provide Agent with written notice setting forth those items which are unacceptable to the Board or provide agent with written notice advising Agent what additional information is required. Failure to provide such notice to Agent within said thirty (30) day period shall be deemed as approval of the Annual Budget by the Board. Upon approval, Agent shall be authorized to operate and manage the Property in accordance with the Annual Budget.

Section 11 TERMINATION BY AGENT FOR CAUSE

Agent shall have the right to cancel this Agreement at any time in the event that any insurance required of the Association is not maintained without any lapse. Agent shall also have the right to cancel this Agreement at any time in the event it is alleged or charged that the Property or any equipment therein or any act or failure to act by the Board or the Association with respect to the Property or the sale, rental, or other disposition thereof or with respect to the hiring of employees to manage it fails to comply with or is in violation of any requirement of any constitutional provision, statute, ordinance, law, or regulation of any governmental body or any order or ruling of any public authority or official thereof having or claiming to have jurisdiction over it, and Agent in its sole and absolute discretion considers that the action or position of the Association or the Board with respect thereto may result in damage or liability to Agent, or disciplinary proceeding with respect to Agent's license. Agent shall provide written notice to the Association of its election to terminate this Agreement, in which case termination shall be effective upon the service of such notice.

Section 12 TERMINATION BY THE ASSOCIATION; CANCELLATION FEE

The Association or Agent may cancel this Agreement at any time on not less than sixty (60) days prior notice to Agent, ~~provided that such notice~~ or Association. ~~is accompanied by payment to Agent of a cancellation fee in an amount equal to the total management fee for a period of __________ months. For this purpose, the monthly management fee shall be presumed to be the same as that of the last month prior to service of the notice of cancellation.~~

Section 13 ASSOCIATION RESPONSIBLE FOR PAYMENTS

Upon termination of or withdrawal from this Agreement by either party, the Association shall assume the obligations of any contract or outstanding bill executed by Agent under this Agreement for and on behalf of the Association and responsibility for payment of all unpaid bills. In addition, the Association shall furnish Agent security, in an amount satisfactory to Agent, against any obligations or liabilities which Agent may have properly incurred on the Association's behalf under this Agreement.

Agent may withhold funds for ninety (90) days after the end of the month in which this Agreement is terminated, in order to pay bills previously incurred but not yet invoiced and to close accounts. Agent shall deliver to the Association, within ninety (90) days after the end of the month in which this Agreement is terminated, any balance of monies due the Association which were held by Agent with respect to the Property, as well as a final accounting reflecting the balance of income and expenses with respect to the Property as of the date of termination or withdrawal, and all records, contracts, leases, receipts for deposits, and other papers or documents which pertain to the Property.

Section 14 RELATIONSHIP OF AGENT TO THE ASSOCIATION

The relationship of the parties to this Agreement shall be that of Principal and Agent, and all duties to be performed by Agent under this Agreement shall be for and on behalf of, in the name of and for the account of the Association. In taking any action under this Agreement, Agent shall be acting only as Agent for the Association, and nothing in this Agreement shall be construed as creating a partnership, joint venture, or any other relationship between the parties to this Agreement except that of Principal and Agent, or as requiring Agent to bear any portion of losses arising out of or connected with the ownership or operation of the Property. Nor shall Agent at any time during the period of this Agreement be considered a direct employee of the Association. Neither party shall have the power to bind or obligate the other except as expressly set forth in this Agreement, except that Agent is authorized to act with such additional authority and power as may be necessary to carry out the spirit and intent of this Agreement.

Section 15 INDEMNIFICATION SURVIVES TERMINATION

All representations and warranties of the parties contained herein shall survive the termination of this Agreement. All provisions of this Agreement that require the Association to have insured or to defend, reimburse, or indemnify Agent shall survive any termination; and if Agent is or becomes involved in any proceeding or litigation by reason of having been the Association's Agent, such provisions shall apply as if this Agreement were still in effect.

Section 16 HEADINGS

All headings and subheadings employed within this Agreement are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement.

Section 17 FORCE MAJEUR

Any delays in the performance of any obligation of Agent under this Agreement shall be excused to the extent that such delays are caused by wars, national emergencies, natural disasters, strikes, labor disputes, utility failures, government regulations, riots, adverse weather, and other similar causes not within the control of Agent, and any time periods required for performance shall be extended accordingly.

Section 18 COMPLETE AGREEMENT

This Agreement, including any specified attachments, constitutes the entire agreement between the Association and Agent with respect to the management and operation of the Property and supercedes and replaces any and all previous management agreements entered into or/and negotiated between the Association and Agent relating to the Property covered by this Agreement. No change to this Agreement shall be valid unless made by supplemental written agreement executed and approved by the Association and Agent. Except as otherwise provided herein, any and all amendments, additions, or deletions to this Agreement shall be null and void unless approved by the Association and Agent in writing. Each party to this Agreement hereby acknowledges and agrees that the other party has made no warranties, representations, covenants or agreements, express or implied, to such party, other than those expressly set forth herein, and that each party, in entering into and executing this Agreement, has relied upon no warranties, representations, covenants or agreements, express or implied, to such party, other than those expressly set forth herein.

Section 19 RIGHTS CUMULATIVE; NO WAIVER

No right or remedy herein conferred upon or reserved to either of the parties to this Agreement is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given under this Agreement or now or hereafter legally existing upon the occurrence of an event of default under this Agreement. The failure of either party to this Agreement to insist at any time upon the strict observance or performance of any of the provisions of this Agreement, or to exercise any right or remedy as provided in this Agreement, shall not impair any such right or remedy or be construed as a waiver or relinquishment of such right or remedy with respect to subsequent defaults. Every right and remedy given by this Agreement to the parties to it may be exercised from time to time and as often as may be deemed expedient by those parties.

Section 20 APPLICABLE LAW AND PARTIAL INVALIDITY

The execution, interpretation, and performance of this Agreement shall in all respects be controlled and governed by the laws of the State of Wisconsin. If any part of this Agreement shall be declared invalid or unenforceable, Agent shall have the option to terminate this Agreement by notice to the Association.

Section 21 NOTICES

Any notice required or provided for in this Agreement shall be in writing and shall be addressed as indicated below or to such other address as Agent or the Association may specify hereafter in writing.

21.1 TO AGENT

Hunt Management Incorporated

6100 W. Executive Drive, Suite K

Mequon, Wisconsin 53092

Attention: Jeffrey S. Hunt
(or current legal address)

21.2 TO THE ASSOCIATION

President of the Board

____

____

____

21.3 DELIVERY OF NOTICES

Notices or other communications between the parties to this Agreement may be mailed by United States registered or certified mail, return receipt requested, postage prepaid, and may be deposited in a United States Post Office or a depository regularly maintained by the post office. Such notices may also be delivered by hand or by any other receipted method or means permitted by law. For purposes of this Agreement, notices shall be deemed to have been "given" or "delivered" upon personal delivery thereof or forty-eight (48) hours after having been deposited in the United States mails as provided herein.

Section 22 AGREEMENT BINDING ON SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the successors and assigns of Agent and the heirs, administrators, successors, and assigns of the Association. Notwithstanding the preceding sentence, Agent shall not assign its interest under this Agreement except in connection with the sale of all or substantially all of the assets of its business. In the event of such sale, Agent shall be released from all liability under this Agreement upon the express assumption of such liability by its assignee.

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have affixed or caused to be affixed their respective signatures this 30TH day of September, 19 92.

Witnesses:

Board: Henry L. Bertram Pres.

Agent:

Firm Hunt Management Incorporated

By

Submitted by

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT

____
(Name)

______________________________ located at
(State whether individual, partnership, corporation, etc.)

______________________________ has made,

constituted, and appointed, and, by these presents does hereby make, constitute, and appoint,

____

a resident of the United States, whose address is ______________________________

______________________________ (its) true and lawful attorney for

(it)(me) in (its)(my) name, place, and stead to execute and to file any Tax Returns due on or

after ______________________________

____

under the provisions of the Social Security Act, now in force or future amendments thereto.

Dated at ____________ this ____________ day of ____________, 19____.

____
Signature of Taxpayer

____
Title

Executed in the presence of:

____
Signature of Taxpayer

____
Title

____
Witness

____
Signature of Taxpayer

____
Witness

____
Title

Acknowledged before me this ____________ day of ____________, 19____.

NOTARIAL
SEAL

PHEASANT RUN CONDOMINIUM HOMES ASSOCIATION, INC.

DISCLOSURE MATERIALS

SECTION F

ANNUAL OPERATING BUDGET

HUNT MANAGEMENT INCORPORATED SINCE 1982

A Community Presence

November 26, 2025

TO: All Pheasant Run Homeowners

RE: **2026 Budget**

For your review, use and file we have enclosed the following:

2026 Operating & Reserve Fund Budgets

After an extensive review of the Association's financial status, the Directors have resolved that it ***WILL be necessary to increase the quarterly association/maintenance fee beginning January 1, 2026.*** This increase of approximately 3.45% will help the Association keep pace with the increase in costs related to maintaining the property. Accordingly, the payment schedule beginning January 1, 2026, will be as follows:

Quarterly Payment Amount Commencing January 1, 2026:

$2154.00

If you are currently using coupons to pay your quarterly fees, we will soon be forwarding you a new coupon book for your use in 2026. If you are paying via electronic funds transfer (EFT), we will continue to withdraw the monthly fee as was done in 2025. **For those of you that have your bank pay your fees, please advise them to send checks to the following mailing address: Pheasant Run, c/o Hunt Management, P.O. Box 1755, Arlington Heights, IL 60006-1755.** ***Note: If you use this payment method to submit your monthly assessments, please double check the payment mailing address on your banking website/app to ensure monthly assessment payments are sent to the correct mailing address as stated above.***

As always, your Board of Directors and Management will continue their efforts toward maintaining and improving the financial and physical soundness of the Association and both thank you for your continued understanding and support. Should you ever have any questions about the Association's financial status, please do not hesitate to contact the undersigned.

Sincerely,

Hunt Management Incorporated, AAMC
Management Company for
Pheasant Run Condominium Homes Association, Inc.

Terry R. Handel

Terry R. Handel, CMCA, AMS, PCAM
Assistant General Manager
thandel@huntmanagement.com

Enclosures

FY2026 Pheasant Run Homeowners Association

Date: 11/24/25

	FY 2025 Budget	FY 2026 Budget
Pheasant Run HOA Operating Budget Plan	FY2025	**FY2026**
Rev 3		
Quarterly Dues / Homeowner	$2,082	**$2,154**
Percent Increase FY25 to FY26 — **3.5%**		
	FY2025 Budget	**FY2026 Budget**
OPERATING INCOME		
Association Fees	$1,290,841.20	$1,335,779.32
Late Charges	$500.00	$700.00
Miscellaneous	$1,500.00	$1,500.00
Total Income	**$1,292,841.20**	**$1,337,979.32**
OPERATING EXPENSE		
Administration		
Management Fee	$38,244.00	$39,391.32
Legal	$2,700.00	$3,000.00
Accounting	$1,000.00	$1,030.00
Insurance	$113,700.00	$113,700.00
Admin Expenses	$3,200.00	$5,000.00
Miscellaneous	$3,500.00	$1,000.00
Social Committee	$1,200.00	$1,200.00
Income tax	$5,000.00	$5,150.00
Total Administration	**$168,544.00**	**$169,471.32**
Building Maintenance		
Fire Sprinkler Repairs	$4,500.00	$4,500.00
Fire Protection	$20,000.00	$20,000.00
Building Maintenance & Repair	$65,000.00	$70,000.00
Roof/Gutters/Fascia	$55,000.00	$45,000.00
Total Building Maintenance	**$144,500.00**	**$139,500.00**
Grounds & Road		
Concrete & Mudjacking	$25,000.00	$20,000.00
Roadway & Storm Sewers	$5,000.00	$12,000.00
Crack Filling Driveway,Sidewalk	$10,000.00	$7,500.00
Lampost	$2,500.00	$3,000.00
Mailbox Repairs	$0.00	$3,500.00
Total Grounds	**$42,500.00**	**$46,000.00**
Landscaping		
Lawn Contract	$195,997.20	$195,998.00
Snow Contract	$96,500.00	$96,500.00
Salting	$10,000.00	$10,000.00
Repairs	$20,000.00	$20,000.00
Rock Walls & Drainage	$5,000.00	$5,000.00
Irrigation	$17,000.00	$18,000.00
Aeration/Mulching	$5,500.00	$12,750.00
Tree Removal & Replacement	$20,000.00	$10,000.00
Driveway Staking	$900.00	$900.00
Total Landscape	**$370,897.20**	**$369,148.00**
Utilities		
Water & Sewer	$112,000.00	$115,360.00
Electricity	$300.00	$300.00
Total Utilities	**$112,300.00**	**$115,660.00**
Total Operating Expenses	**$ 838,741.20**	**$ 839,779.32**
Reserve Expense		
Owner Contribution to Reserve	**$452,100.00**	**$496,000.00**
Total Reserve Expenses	**$418,200.00**	**$381,200.00**
Total Operating Expense	**$1,290,841.20**	**$1,335,779.32**

Notes:

(1) Inflation Rate is the same as the Reserve Analysis

11/24/25

FY2026 Pheasant Run Homeowners Association

			Reserve Fund Budget
			FY2026
Pheasant Run HOA Reserve Budget Plan	FY2025 Budget		**FY2026 Budget**
RESERVE INCOME			
Beginning Reserve Balance			
Unit Owner Contributions	$452,100	$	496,000.00
Earned Interest	$16,726.46	$	19,975.00
Capital Improvement Fund			$49,968.00
Total Reserve Income	**$452,100.00**	**$**	**545,968.00**
RESERVE EXPENSE			
Painting	$50,000.00	$	55,000.00
Replace Windows	$30,000.00	$	25,000.00
Replace Siding	$15,000.00	$	15,000.00
Replace Mailboxes	$0.00	$	-
Roof Replacements	$175,000.00	$	95,000.00
Replace Driveway/Sidewalks	$15,000.00	$	15,000.00
Roads Replacement	$46,200.00	$	46,200.00
Replace/Repair Decks	$50,000.00	$	45,000.00
Basement Repairs	$25,000.00	$	25,000.00
Landscape	$0.00	$	30,000.00
Drainage	$0.00	$	30,000.00
Miscellaneous	$0.00	$	-
Total Reserve Expense	**$418,200.00**	**$**	**381,200.00**

PHEASANT RUN CONDOMINIUM HOMES ASSOCIATION, INC.

DISCLOSURE MATERIALS

SECTION G

RULES AND REGULATIONS

HOMEOWNER'S GUIDE

Rules and Regulations

Of The

Pheasant Run Condominium Homes Association Inc.

Revised March 2018
Supersedes Original Guide Dated 1995
And Revisions Dated 1999, 2000, 2005, 2011, 2015, 2016, 2017,
2021, 2022 & 2023

PHEASANT RUN BACKGROUND

HISTORY AND GOVERNANCE

FEATURES

The complex borders, at its south (across Davidson Road) Weston Hills Park, owned by the City of Brookfield. The Park borders a protected wetland area to its south and east, sheltering many kinds of wildlife. Another sheltered wetland runs through Corporate Lakes Development, a commercial development to the north and east of the complex, containing many corporate and professional offices arranged in an aesthetic fashion, and providing a picturesque drive and walking area. There are other available paved walks for observing the wetlands and for general and enjoyable exercise.

The complex is provided with well water service by the City of Brookfield and is also served by the Brookfield Sewerage District, Wisconsin Energy, AT&T, and Time Warner Cable and other TV Services (satellite). Entrances to I-94 (both east and west) may be had at Moorland Road (15600 West) and Barker Road (20400 West). Highway 18 (Bluemound Road east of Barker Road and Moorland Road west of Barker Road) features numerous shopping centers, malls and restaurants.

HISTORY

Pheasant Run Condominiums are located in the City of Brookfield, Wisconsin near the junction of Davidson Road (600 South) and Brookfield Road (18800 West). Entrances are (1) on Stonehedge Drive, off Brookfield Road north of Davidson Road, (2) on McNally Lane, off Davidson Road west of Brookfield Road, and (3) on Stonehedge Drive, farther west off Davidson Road.

Regency Development Corporation developed the complex in three phases beginning in 1987. Phases I and II were completed in 1994 with a total of 74 units. The final phase, Phase III, was begun in 1993 and completed in 2000, adding 81 units, for a total of 155.

GOVERNANCE

The Association is governed by a seven person Board of Directors, elected by the Unit Owners (Members) at the Annual Meeting, which is on the fourth Monday in October each year. Directors serve three-year terms, with approximately one-third of the Director's terms expiring each year. A Management Company, under the direction of the Board of Directors, manages the day-to-day operation of the Association.

INTRODUCTION

These Rules and Regulations are set forth to assist in governing the operation, maintenance and use of the Units and the common areas and facilities by the Unit Owners and occupants, in accordance with Article V, Section 5.2 of the By-Laws of the Association. It is intended that the Rules and Regulations not be inconsistent with the terms of the Declaration or the contracts, documents and easements referred to in the Declaration, and are believed to be designed to prevent unreasonable interference with the use of the respective Units and the common areas and facilities by persons entitled thereto.

Condominium ownership and living provide unique living experiences. Because we live in very close proximity to our neighbors, it is essential that we are sensitive not only to individual needs, but to the needs of our whole community. The community includes all of us as owner/members of the Pheasant Run Condominium Homes Association. In addition, it is important that we maintain our present attractiveness and appeal, not only to enjoy and appreciate ourselves, but also to others who may contemplate purchasing a unit and joining our community. Property values must be maintained, but at the same time, <u>maintenance expenses must be kept at a minimum without lessening aesthetic and monetary values.</u>

To make our living together in this community as harmonious as possible, the Board of Directors of the Association has adopted these Rules and Regulations. In general, they follow the tenets of the Association Declaration and By-Laws, which you received when you purchased your Unit. They are also intended to respond to certain questions concerning responsibility for maintenance and general upkeep of the individual units and adjacent grounds. They seek to recognize both our rights and responsibilities as homeowners and neighbors. (By-Laws, Sections 5.1 and 5.2)

<u>It is important that you familiarize yourself with these Rules and Regulations.</u> We also wish to make you aware that all owners and guests are subject to them. In addition, we are governed by our Condominium Declaration and By-Laws. *Ignorance of these documents and their contents is neither a defense nor basis for noncompliance.*

It is a mutual goal for us all as members of the Pheasant Run Condominium Homes Association to make this an enjoyable and desirable place to live for present and future members.

The Rules and Regulations, together with a detailed "Questions and Answers" section follows.

RULES AND REGULATIONS

1. ARCHITECTURAL CONSIDERATIONS – BUILDINGS AND GROUNDS

Rules and Regulations pertaining to architectural control and conformity of buildings and grounds are intended to insure the uniform and attractive appearance of the entire Condominium Development. It will therefore be appreciated that <u>only authorized alterations</u> may be made to Common and Limited Common Elements, and that we must all do our part to maintain the aesthetic qualities of the grounds and other amenities. In addition, these Rules and Regulations are established to limit the exposure and expense to the Association.

It is obvious that the aesthetic appearance of both the building and landscape architecture were primary factors in your consideration and desire to choose Pheasant Run as your home. Conformity to the Rules and Regulations will assure that these factors will continue.

1.1 DEFINITIONS

a. "Commons" – The Units *per se* and the common areas and facilities and limited common areas. (See By-Laws, Section 6.1)
b. "Limited Common Elements" – Those common elements identified in the declaration or on the condominium plat as reserved for the exclusive use of one or more, but less than all of the Unit Owner. (1991-92 Wisconsin Statutes, Chapter 703.02)

1.2 ALTERATION, CONSTRUCTION, REMOVAL

No alteration, construction or removal of Common or Limited Common Elements is permitted (other than those listed below).

1.3 IMPROVEMENT OF UNITS

Any Unit Owner who wants to make improvements within his/her Unit which may affect the Common Elements or the structural soundness of the Unit, must submit plans and specifications for the improvements to the Board of Directors at least 60 days prior to the commencement of construction and receive prior written approval. The Unit Owner will also be responsible for obtaining required building permits and insurance coverage, and is further responsible for meeting any and all applicable building code requirements.

1.4 ENTRY OF UNITS BY THE ASSOCIATION

The Association may enter, with prior notice, any unit at reasonable times and under reasonable conditions for maintenance, construction and repair of public utilities and for any other matters for which the Association is responsible. Any damage caused thereby shall be repaired by, and at the expense of the Association. (Wisconsin Statutes, Chapter 703.32(4))

1.5 MAINTENANCE

The Unit Owner is responsible for maintaining, repairing and replacing all components within the unit. This includes, but is not limited to, interior utility lines, the furnace (including exteriorly located intake and exhaust pipes), air conditioner (including exteriorly located compressors), walls and floors, fixtures, windows, patio doors, pedestrian doors, garage door mechanisms for lifting and lowering doors and locks.

1.6 GARAGES AND DRIVEWAYS

It is recommended, for your own safety and for the overall appearance of the complex, that vehicles be kept in garages and that garage doors be kept closed and locked. Unit owners may park automobiles on the driveway or driveway aprons immediately adjacent to their respective unit, however, at no time shall a unit owner allow boats, trucks, motor homes, recreational vehicles or trailers to be parked overnight on such adjacent driveways without first obtaining the written consent of the Association.

Also, as a courtesy and convenience to your neighbors, it is requested that driveway and street parking be used only as a <u>temporary</u> convenience by visitors and service personnel. Since our streets are private and owned and maintained by the Association, access must be provided for emergency vehicles.

"For Sale" signs are not permitted on vehicles while they are parked in the condominium complex or on unit driveways or approaches.

The Unit Owner is responsible for maintaining and replacing, if necessary, the garage door operating unit and all transmitter devices. The Association is responsible for the repair and replacement of the garage door, tracks and balancing springs and all attached hardware, except in cases of negligence on the part of the Unit Owner, his or her guests, or service personnel.

Maintenance and repair of the concrete driveways is the responsibility of the Association.

Garage floor surfaces extending to the driveway surface are the responsibility of the unit Owner.

1.7 **LANDSCAPING**

a. Policy

The Association is responsible for contracting for an above average quality of landscape maintenance service of lawns, shrubs, trees and plants. Lawns will be mowed, fertilized and have weed control applied on a regular basis, as needed. Plant beds will be weeded on a regular basis. Bushes and shrubs will be trimmed as required. Trees will be pruned as necessary.

The quality and substance of landscape maintenance service is stipulated in the contract between the Association and the landscape service provider. It does not provide for 100% weed free lawns or for any special services or requests, other than that approved by the Board of Directors. The landscape contractor has been directed not to fulfill any request for special service by a Unit Owner or occupant. Any special request by a Unit Owner or occupant must be made in writing to the Association's management company and be approved by the Board of Directors.

b. Plantings

1) Flowers

Unit owners may plant annuals in the soil next to their patio or deck and within three feet of the unit itself. Plantings may not touch the building. Vegetable garden plots are not permitted. The rationale for limiting the area of planting and forbidding the use of lawn ornaments is to avoid adding obstructions and additional cost to lawn maintenance and to protect the building siding.

Hanging flower baskets are permitted but baskets and other containers must not be fastened to exterior siding to avoid adding obstructions that interfere with building maintenance (painting, mold and rot control of siding, etc.), and also to insure aesthetic consistency to the entire community of units.

2) Trees, Bushes, Shrubs

Any Unit Owner, who, at their own expense, wishes to plant additional trees, shrubs or bushes, or make any other changes to the landscape in an area not delineated above, must first submit such plans to the Board of Directors for approval. The Association will only be responsible for maintaining plantings that are a part of the approved landscape planning. This assures minimization of maintenance expenses to the community at large, as well as assuring that exterior modifications are consistent with the overall design of the complex.

c. Exterior Watering

1) Sprinkler Water Control and Maintenance

Sprinkler water control and maintenance is an Association responsibility. For this reason sprinkler water control boxes have security locks. Unit Owners or occupants are not permitted to turn on, off or adjust timed controls. During the months when the sprinkler system is operational Unit Owners or occupants may not sprinkle lawn areas with individual lawn sprinklers or hoses, except for small areas that are not reached by the in-ground system. In order to control costs and meet City of Brookfield requirements, the timing and frequency of utilization of the Association's sprinkling system is determined solely by the Association.

2) Watering of Plantings in Beds Next to Units
Unit Owners or occupants are responsible for watering of trees, shrubs, bushes and plantings in areas adjacent to their units. Unit Owners are also responsible for watering new plantings. The Association will not re-plant plantings that die because of lack of water.

d. Decorative Objects
In accordance with Article VI, 6.3 of the Bylaws all decorative objects in common areas require prior written approval of the Board of Directors.

e. Landscape Maintenance
1) The Association will maintain all landscaping.

2) The Association will, on an annual basis, endeavor to replace dead trees, bushes, shrubs or plantings.

3) The Association will regularly weed all planting beds.

4) The Association will trim and prune all plantings to Association standard. **NO** special standards will be approved. The landscape contractor is instructed to ignore any Unit Owner or occupant request.

5) The Association will trim back, remove and/or relocate all plantings found to be too close to buildings.

6) The Association will replace mulch in beds and around trees and lampposts when needed, as determined by the Board of Directors. Mulch will not be replaced annually. Unit Owner or occupants may add mulch at their own expense as long as the mulch matches the type used by the Association.

f. Holiday Decorations
Outside holiday decorations, in moderation and in good taste, are permitted. Decorations must be removed within four weeks following the holiday. See Paragrah 1.15.

1.8 PAINTING AND STAINING

Owners may not paint or stain or otherwise decorate the exterior of their unit. Treatment of decks is outlined under Paragraph 1.16.

1.9 SUMP PUMPS

The Unit Owner is responsible for periodically checking the sump pump to be sure that it is operational, should the unit be equipped with one. **Note:** Not all of the units contain a sump pump. Those Unit Owners without one depend upon common sump pumps contained in one or more of the adjoining units. The Association is responsible for replacing the sump pump when it becomes necessary. Notify the Management Company if your sump pump fails. Also, if you plan to be away from your unit for extended periods of time, be sure to have a neighbor or other responsible person periodically check the pump. It is recommended that the Unit Owner obtain sump pump insurance.

1.10 MAILBOXES

House numbers and mailboxes have been provided for each unit and should not be altered or removed in any way. These items were originally installed, and are to continue to be maintained, in accordance with United States Postal Service and City of Brookfield regulations. If mailboxes are in need of repair, Unit Owners should contact the Management Company.

1.11 SIGNS

No signs of any kind, with four exceptions listed below, may be displayed to the public view on or from any unit or the commons without the prior consent of the Association. (See Bylaws, Article VI, Section 6.1 (d). This prohibition includes unit "For Sale" signs.

The four exceptions to the prohibition on signs are:

a. Security system signs may be displayed on or in front of any unit and/or in planting areas immediately adjacent to the unit.
b. Political signs advocating the election of an individual or individuals to public office, which are no larger than 22" by 14", may be displayed from the window of a unit. Such signs may be displayed no earlier than thirty days prior to the election and must be removed no later than ten days following such election.
c. Open house signs for units being offered for sale may be displayed on the day of the open house only.
d. Estate sale signs offering the furnishing or contents of a unit for sale may be displayed on the day(s) of the estate sale only.

1.12 CLOTHESLINES

Unit Owners or occupants may not hang clothes in any area outside of the unit, or in garages, unless the overhead door is kept closed.

1.13 ANTENNAS/SATELLITE DISHES & SECURITY EQUIPMENT

No antennas or aerials for television or radio reception or transmission may be erected or installed on or in any roof or any other portion of the Commons, except those erected by the Association, except for satellite dishes, as provided in the Bylaws, Article VI, Section 6.1 (h). Outside security cameras and/or lights are permitted but require the prior written approval of the Association. If approved, the unit owner is fully responsible for the installation cost, maintenance and removal expenses.

1.14 AWNINGS

One awning per condominium unit shall be allowed over the deck or patio of the unit.

The Unit Owner's request for permission to install an awning must be submitted in writing to the Board of Directors. The plans and specifications and location of the proposed awning shall be submitted along with the Unit Owner's request. The awning must be attached to the structure of the building and not the siding.

The maximum extension of the awning from the outside of the unit shall not exceed 10 feet. The maximum width of the awning shall not exceed 23 feet.

All awnings in excess of 120 square feet will require a remote control with a motor for extending and retracting the awning, plus a wind sensor shall be required to assure the awning is retracted when conditions require it.

The Board of Directors must approve the owner's selection of each proposed awning, including color and style. It is the intent of this policy to require a high quality product that assures the development will not be compromised in any way.

The color selected for the awning by the Unit Owner, and approved by the Board of Directors, must, in the sole opinion of the Board of Directors, be compatible with the color of the siding and trim of the unit on which it is to be installed. There is a limit of one color selection per building. The first awning installed on a building will set the color for the entire building.

The cost of the installation, maintenance and operation of the awning shall be borne solely by the Unit Owner. The Board of Directors shall, at its sole discretion, deny the approval if it determines the awning would detract from the overall aesthetics of the complex, or the building.

In the event of damage to the Owner's Unit, or to a neighboring unit, which is caused by a Unit Owner's awning, the cost of the repairs/replacement to the Owner's Unit and/or to the neighboring unit shall be the sole responsibility of the Owner of the Unit on which the awning was installed.

All repairs/replacement caused by an awning shall be completed within 30 days of the occurrence causing the damage.

Unit Owners with awnings must remove the awning when the building is being painted at the sole cost to that Owner.

In the event that the Board of Directors shall determine that an awning is not being maintained/repaired properly and/or in a timely manner, the Board of Directors, in its sole discretion, may rescind the permission granted for the installation and maintenance of the awning. In that event, the Board of Directors shall order the Unit Owner to remove the awning and restore the exterior of the unit to its original condition, all at the sole expense of the Unit Owner. In the event the Owner does not respond to the Board of Director's request within 30 days, the Association shall, upon seven day's notice, repair or remove the awning and charge the Unit Owner with all costs associated with the removal/repair. Such charges will be placed on the Unit Owner's bill and collected in the same manner as maintenance fees.

The Board of Directors or its designee shall have the authority from time to time, as it deems necessary, to inspect the awnings to assure itself that the awnings are being maintained in accordance with this policy.

Unit Owners are responsible for negotiating with the Contractor and following the regulations in this policy. Each Unit Owner intending to install an awning shall agree to this policy and sign the agreement. The Association shall keep this agreement on file and provide it to future owners of a specific unit.

1.15 ATTACHMENTS TO UNIT SIDING

No hooks, nails, hose reels, holiday decorations, satellite dishes or hanging flower baskets are to be attached to building siding. This is to avoid adding obstructions that interfere with maintenance (landscape trimming, painting and warranty of siding, etc.). These items should be attached to the solid trimming and framing.

1.16 DECKS AND CONCRETE PATIOS

New decks and patios, or alterations to existing decks or patios, will only be permitted with the prior approval of the Board of Directors. Unit Owners wishing to add a new deck or patio, or alter an existing one, must submit a request to the Board of Directors illustrating design, size, location, materials to be used, etc. The Board of Director's Building Committee will investigate the request and make a recommendation to the Board of Directors concerning the final approval of the request.

The Association will maintain wood decks by sealing them at the time the building is painted. Concrete patios will be power washed at the same time a building is painted. If a unit owner desires to have their deck sealed, at their own expense, in the interval between paintings, they must proceed under the following conditions:

a. Unit Owners must contact the Board of Director's Building Committee to assure that the appropriate materials are used. Deck floors are <u>not</u> to be painted. They are to be sealed with a clear material. Railings and spindles must be painted to match the building color.

b. After contacting the Building Committee and receiving instructions on proper materials to be used, Unit Owners may (1) proceed on their own, (2) contract with their own painter, or, (3) request the Association obtain a cost from its regular painter to reseal. Such requests should be made as part of the spring service request procedure, when service request forms are mailed to all Unit Owners. The Association will then advise the Unit Owner of the cost. If the Unit Owner agrees to the cost, the Association will contract for the work. Upon completion of the work, the Unit Owner will be invoiced.

Decks will be repaired to an acceptable standard, as determined by the Board of Directors. Curled floor boards will not be replaced. Rotted boards will be replaced. New boards may not match the color of existing boards.

Unit Owners should refrain from placing or hanging planters, pots or similar items on deck railings. Deck railings are not designed to hold this type of weight and could easily be damaged. Any damage (as determined by the Board of Director's Building Committee) to decks or deck railings due to misuse, mistreatment, or not abiding by the deck preventative maintenance program, will be the responsibility of the Unit Owner.

1.17 <u>REPLACEMENT OF WINDOWS</u>

The Association has the responsibility for maintaining the structural integrity of our buildings, which includes the identification and replacement of windows that have deteriorated to the point of requiring replacement. When, in the judgment of the Board of Directors, a window has deteriorated to the extent that it requires replacement, the Association will contract for the replacement of such window.

Because windows are unique, in that they cross over between what the Association owns and what is the property of the Unit Owner, an allocation of costs between the Association and the Unit Owner is necessary. The cost to replace a window shall be split evenly between the Association and the Unit Owner, with the exception of the finishing the interior surfaces of the window, which will be paid entirely by the Unit Owner. In the event that a window requires glass replacement only, it is the responsibility of the Unit Owner to fund the expense.

The Unit Owner will be notified in writing of the determination by the Association that a window requires replacement. The Association will contract for and oversee the installation. Upon satisfactory completion of the installation, the Association will pay all suppliers involved and the Unit Owner will then be billed for the appropriate share as defined above.

2. <u>HEALTH, SAFETY AND USE</u>

Rules and Regulations pertaining to health, safety and use are intended to assure a healthy, safe, peaceful and harmonious environment throughout the complex by prohibiting noxious and dangerous activities and by setting forth the responsibilities of Unit Owners, occupants and guests. (Bylaws Section 61)

2.1 GARBAGE

The garage is the appropriate place to keep closed garbage containers and recycling bins. Containers may be placed outside of the garage the evening before the collection day, but must be returned to the garage within 12 hours after collection. Containers should be placed on the approach to the Unit, not on the grass. Items not accepted by the refuse contractor are the responsibility of the Unit Owner or occupant to dispose of properly.

Burning incinerators or open fires are not permitted.

2.2 RESIDENTIAL PURPOSES

Each Unit is to be used for residential purposes only.

2.3 OBSTRUCTION OF USE

Unit Owners may not use the Common Elements in any way that prevents other Unit Owners from fully enjoying the Common Elements. Each Unit Owner is responsible for keeping the adjacent Limited Common elements clean and uncluttered.

2.4 NOISE

Consideration should be shown for other residents by avoidance of noise when using TV sets, radios, stereos, CD's and musical instruments. Activities that interfere with another Unit Owner's use of his or her Unit are not permitted.

2.5 YARD AND RUMMAGE SALES

Yard, rummage or garage sales are strictly prohibited.

2.6 ESTATE SALES

A one-time estate sale is permitted under certain circumstances such as death, illness, relocation, or other inability of a Unit Owner to maintain their Unit. An application must be filed with the Association's Management Company at least 21 days prior to the date of the sale. The sale must be run in compliance with the "Standards for Estate Sales" listed below and must be approved in advance by the Board of Directors.

Standards for Estate Sales

1. The estate sale must be organized and run by a qualified estate sale agency.
2. At least 50% of the Unit's contents must be offered in the sale. Only items from the Unit can be put on sale.
3. The sale must be no longer than two days in length. All items from the sale must be removed from the Unit by the end of the second day.
4. All items for sale must be shown from the interior of the Unit, including the garage. The garage door must be closed the majority of the time.
5. Parking must be on one side of the street only. "No Parking" signs furnished by the Unit Owner or agency must be posted prior to the sale. The expense of these signs is the Unit Owner's responsibility.
6. Any damage, waste or other liability shall be the sole obligation of the Unit Owner. The Unit Owner must secure a certificate of insurance from the qualified estate sale agency. The Unit Owner is also responsible for providing the estate sale agency a copy of these Standards for Estate Sales in advance of the sale.

2.7 FLAMABLE LIQUIDS STORAGE

The storage of gas, gasoline, unsealed gas cylinders and all other flammable materials (except small amounts of flammable liquids for personal use, such as lighter fluid) is prohibited.

2.8 STORAGE OF OUTDOOR EQUIPMENT

The Association or it's contracted landscape firm, is not responsible for garden hoses damaged when left on the lawn.

Playground equipment, such as swings, slides, gyms, sandboxes or basketball hoops (attached or free standing) are not allowed.

Grills may be stored on the deck or patio, provided that they are of the type that may be covered while not in use. Installation of permanent outside grills or fireplaces is not permitted.

Except for seasonal furniture, patios or decks, including under decks may not be used for storage of any kind, including, but not limited to, motorcycles, bicycles, and boats.

2.9 AUTOMOBILE MAINTENANCE

Maintenance or lubrication of vehicles is not permitted. Car washing, cleaning, tire changes, or minor work to enable the vehicle to leave the parking area is permitted.

2.10 SNOWPLOWING

When snowplowing efforts cannot be completed because vehicles are blocking driveways and streets, it is the responsibility of the Unit Owner or occupant to dig out the vehicle and to clear the driveway and street of snow.

3. PETS

A total of two dogs or cats, not exceeding 20 pounds each per Unit, but subject also to these Rules and Regulations, are permitted by the Bylaws, Section 6.1 e,

Reptiles and un-caged birds are not allowed.

No pet is permitted on the Common Elements unattended or unleashed.

Pets must be under the owner's control at all times. This may include voice commands, hand signals, whistles or leash.

Pets may not be tethered/chained outside unless attended by owner. No electrical or electronic devices may be installed in any common ground area as a control means for pets.

Pet solid waste must be collected immediately and disposed of in the owner's own waste container.

No pet houses, sheds, or other exterior structures to hold pets are permitted.

The pet owner is responsible for any costs to repair Common Areas caused by his/her pet.

If the Board of Directors determines that a pet has become offensive, a nuisance, or harmful in any way, the pet must be immediately and permanently removed.

If a Unit Owner or occupant has a guest with a dog in excess of the 20 pound weight limitation, it may not be in the unit longer than one week (seven days), and the Unit Owner is responsible for adherence to all of the above regulations.

Other animals (surface and burrowing), insects, birds, nests, etc. are the sole responsibility of the Unit Owner. The Unit Owner must dispose of such animals personally, or through the services of a disposal service. This should be done in a prompt, safe and efficient manner. The Association assumes no responsibility in these matters.

4. INSURANCE

The Association's Bylaws instruct the Board of Directors to procure coverage for the entire building units, with the following exceptions:

Plumbing fixtures, light fixtures, decorations, cabinets, appliances, all wall coverings, all floor coverings, i.e. linoleum, vinyl, carpeting, ceramic tile, and hard wood, etc.

The Association's Condominium Declarations instruct the Board of Directors to obtain and maintain insurance coverage in the name of the Association for the common areas and facilities against loss or damage by fire and such hazards for not less than full replacement value of the property insured. This coverage includes the foundation and exterior structure of all buildings. This insurance also covers the replacement of interior walls, heating and air conditioning units, electrical wires and conduit, plumbing pipes and heating and air conditioning duct work in the interior and exterior walls.

The Association does not cover, and the Unit Owner is therefore responsible for and shall obtain insurance to cover the replacement of plumbing fixtures, light fixtures, decorations, cabinets, appliances, all wall coverings, all floor coverings, i.e. linoleum, vinyl, carpeting, ceramic tile and hard wood flooring.

The Unit Owner would also be well advised to obtain insurance to cover all other personal possessions in his/her condominium unit.

Article VI of the Association's Bylaws states that nothing shall be done or kept in any Unit, or in the commons, which might increase the rate of insurance on the commons, without the prior consent of the Association. Also, no Unit Owner shall permit anything to be done or kept in his/her Unit, or in the commons, which will result in cancellation of insurance, or which would be in violation of any law or ordinance.

5. RENTAL/LEASE/SALE OF UNITS

Units cannot be subdivided.

The Declaration, as amended, provides in general that Units cannot be leased or rented. The Declaration does provide a few exceptions. See the Fifth Amendment to the condominium Declaration for further information.

6. DISPUTE RESOLUTION

6.1 PROCEDURE AVAILABLE

"Dispute Resolution" refers to the process of establishing and enforcing the rights and responsibilities of the members, the residents and the Association against any member or resident. A member or resident or the Association may use the Dispute Resolution process herein when a breach of the Declaration, Bylaws, or any rules promulgated hereunder is alleged to have occurred. The Dispute Resolution process shall not limit any other rights or remedies which any party may have.

6.2 COMPLAINT

Dispute Resolution may be initiated by the submission of a written complaint concerning a breach and, while it need not be in any particular form, must state the Rule, Bylaw or Declaration provision breached and a statement of the relevant facts in sufficient detail to describe the default so that reasonable parties would understand the nature of the alleged breach. Such complaint shall be delivered to the Association President, with a copy to the Management Company, for immediate resolution.

6.3 PRESIDENT'S LETTER AND RESPONSE

Within three days of receipt of the complaint, the Association President shall cause a letter to be hand delivered or sent by certified mail, return receipt requested, to the member or resident against whom the complaint was filed. The letter must state the alleged facts of the complaint and request either immediate and continued compliance or a satisfactory explanation. Any such explanation must be returned in writing to the Association President, with a copy to the Management Company, within three days of receipt of the President's letter. Whether a response is "satisfactory" will be determined by a majority vote of the Board of Directors.

6.4 SUMMONS

If a satisfactory response or compliance does not follow, a second letter shall be sent, stating the following:

a. Reference to the first letter and its contents;
b. The fact that there has been no satisfactory response or compliance;
c. Summons to a hearing before the Association Board of Directors;
d. Advice as to right of counsel;
e. Notice that evidence will be received and a record made whether or not the alleged offender(s) attend;
f. Notice that if a violation is found, a special assessment may be imposed in an amount which, unless otherwise provided in the Bylaws, shall not exceed $50.00 per occurrence, plus costs and actual attorney's fees incurred by the Association; and
g. Notice that such special assessment, if not paid within thirty (30) days will be a lien against the subject's Unit.

6.5 SCHEDULES

The time and place of the hearing shall be set or reset to accommodate the schedule of all parties, but shall not be unreasonably delayed. Each party shall be entitled to one rescheduling upon request.

6.6 <u>HEARING MEETING</u>

The meeting shall be divided into two sections: hearing and decision. The hearing shall be open only to the parties involved. The decision shall be made in closed session of the Board of Directors, and shall not be attended by any of the parties involved in the complaint. The decision shall be reported in writing and placed in the official records of the Association.

6.7 <u>FAILURE TO APPEAR</u>

If the person making the complaint fails to appear at the hearing called, the complaint can be dismissed at the discretion of the Board of Directors. If the person complained against fails to appear, the complaining party must still present the complaint.

6.8 <u>BURDEN OF PROOF</u>

The burden of proof shall be on the complaining party to prove the complaint by a preponderance of the evidence.

6.9 <u>REMEDIES</u>

The Board of Directors may adopt any one or more of the following remedies:

a. Informal letter of reprimand;
b. Special assessments per occurrence of up to $50.00 per day, or such other maximum amount as the Bylaws may specifically provide.
c. Assessment of other damages, whether actual or liquidated; and
d. Any other legal or equitable remedy available.

7. <u>QUESTIONS AND ANSWERS</u>

It has been stated and outlined previously in this "Homeowners Guide" that the maintenance of the common elements are the responsibility of the Association. The Unit Owner is responsible for maintaining, repairing and replacing all components that are part of the Unit, as defined by the Association Governing Documents and this "Homeowners Guide".

However, there are certain items or areas that need further clarification as to responsibility. The following commentary attempts to clarify such items in a question and answer format. The commentary obviously may not cover or answer all questions, and in such cases, the matter should be referred to the Association's Board of Directors for resolution.

Should there be need for clarification concerning any of the Rules and Regulations, your questions should be directed to the Management Company.

1. May I plant, prune, or remove trees and shrubs?

NO. (See Rules and Regulations, Section 1.7 b (2). However, any Unit Owner wishing to do so may request and must receive prior written approval from the Board of Directors. The Association contracts for this function. Also, the Association can only be responsible for maintaining plantings that are part of the general landscaping plan. This minimizes maintenance expense and assures that exterior modifications are consistent with overall design of the complex.

2. Who is responsible for maintenance and replacement of the following items?

ITEM	**RESPONSIBILITY**
Windows	
Exterior portions of the window frames (unless clad with aluminum or vinyl) shall be painted and caulked through scheduled maintenance	See Window Policy (Section 1.17 Rules and Regulations)
Replacement window unit including glass Discoloration or breakage and hardware	See Window Policy (Section 1.17 Rules and Regulations)
Doors	
Overhead Garage Door (except damage caused by Owner)	Association (Section 1.6 Rules and Regulations)
Exterior painting or varnishing of front Entry door	Association
Damage to doors (front entry, from garage to unit and garage service door)	Unit Owner
Interior surface of unit front entry door, Including hardware	Unit Owner
Garage-to-Unit entrance door	Unit Owner
Sliding glass doors and screen doors to decks or patios including glass discoloration or breakage and hardware	Unit Owner
Screen and/or glass replacement, for any reason, on all types of windows and doors	Unit Owner

Outside Lights and Fixtures	
Street post lights	Association
Front entrance, garage and patio/deck (including bulb replacement)	Unit Owner
Water Faucets	
Outside and inside garage	Unit Owner
Door Bells	Unit Owner
Fire Protection	
Smoke Alarms	Unit Owner
Fire Sprinkler Systems (3 and 4 Unit Buildings):	
Annual Inspections	Association (Unit Owners must provide Access to Unit for inspection/repair as required by law/ordinance)
Building-wide components (pumps, wiring, alarm system, etc.)	Association
All sprinkler heads	Unit Owner (Association will contract for Repairs and bill Unit Owner)
Lawn Watering Controls	Association. See Rules and Regulations 1.7 c.
Fireplace Chimney Sweeping	Unit Owner
Skylights and Exhaust Fans installed in Roof	
Flashing and roofing materials associated with the skylight and exhaust fan assembly.	Association
Replacement of exhaust fan components	Unit Owner
Window Washing	
Ladders must not be placed against rain gutters. Any damage caused by this will be charged to the Unit Owner.	Unit Owner

Planting new trees

Residents can plant new trees at their expense with landscape committee approval. Trees must be selected from an approved list of species that will do well in our location. Anyone wishing to plant a tree should provide the following to the landscape committee in writing (electronic is acceptable):

- A diagram showing the rough placement they are considering for the tree
- The proposed type of tree if known
- The intent of the planting – shade, screening, flowering, etc.

The landscape committee will work with the homeowner to review the placement and suggest alternative varieties that will work and meet the homeowner's interest. The effect of tree placement on neighboring units will be a factor considered prior to approval. To minimize any issue it is strongly suggested that residents discuss their plans with nearby units prior to requesting approval.

Once approved, the homeowner must arrange for the purchase and delivery of the tree. All planting of trees will be handled by the then current landscape company in coordination with the landscape committee and the homeowner. The homeowner will be billed directly.

Replacement during the first two years is the responsibility of the resident. Residents are responsible for watering the tree to ensure its survival and we recommend that trees be purchased with a one-year warranty to protect the homeowner's investment. After the second year, the tree becomes the property of the HOA and the HOA will assume responsibility for ongoing maintenance.

Removal of trees

The landscape committee will not approve the removal of living trees unless they pose a specific threat to a structure. Under circumstances where a tree is living but not thriving, the committee can review the situation and agree to removal, but the resident will be responsible for purchasing and planting a new tree in substantially the same location as the removed tree. All policies for new trees will apply as discussed above.

The landscape committee will remove dead trees in the common areas. To manage the annual budget, we are currently prioritizing removals to focus on those trees that present a hazard to units. We will not remove trees in our conservation easements unless they create a hazard.

Pruning

Pruning will be carried out at HOA expense if limbs overhang buildings and present a danger to structures or general safety. The landscape committee will also arrange for dormant pruning during late winter to help trees maintain healthy growing habits.

The landscape committee will not approve pruning due to shade or visibility concerns.

Pheasant Run Dumpster Policy

When residents are doing remodeling work, it is best to minimize use of dumpsters to avoid any damage to driveways. In the event that a contractor is unwilling or unable to carry out demolition without a dumpster a home owner can request association permission. To do so, the homeowner should send a written request (email is ok) to the property manager. The request must include the following:

1. Expected dates that the dumpster will be on site.
2. Agreement to the following points:
    - The dumpster must be placed in the driveway and cannot block access to the garage of any other unit
    - The driveway must be protected by placing the dumpster on 2"x10" boards
    - The homeowner assumes all responsibility for any damage to the driveway

Pheasant Run Planter Policy
Adopted: November 16, 2022

Residents may use containers to have additional planting area, but must follow these rules:

- **Containers must be decorative – plastic utility buckets are not allowed**
- **Containers may be placed as follows:**
    - **Within limited common areas adjacent to their unit. These areas include: Decks, patios, driveways and front walks.**
    - **In areas designated for annual plants**
- **Containers cannot obstruct lawn mowing or touch the siding and must be moved prior to painting of the unit**

Pheasant Run Dumpster Policy

Adopted August 25, 2022

Amended/Revised September 27, 2023

When residents are doing remodeling work, it is best to minimize the use of dumpsters to avoid any damage to driveways. In the event that a contractor is unwilling or unable to carry out demolition without a dumpster a homeowner can request association permission. To do so, the homeowner should send a written request (email is ok) to the property manager. The request must include the following:

1. Expected dates that the dumpster will be on site.
2. Agreement to the following points:
    - The dumpster must be placed in the driveway and cannot block access to the garage of any other unit.
    - The driveway must be protected by placing the dumpster on 2"x10" boards.
    - The homeowner assumes all responsibility for any damage to the driveway.
    - Once placed, the dumpster may remain in place for a maximum of 30 days.

Pheasant Run Dumpster & POD Policy

Adopted August 25, 2022

Amended/Revised September 27, 2023 & January 24, 2024

When residents are doing remodeling work or moving, it is best to minimize the use of dumpsters and PODS to avoid any damage to driveways. If a contractor is unwilling or unable to carry out demolition without a dumpster a homeowner can request association permission. A homeowner may also wish to put a POD on a driveway to facilitate a move in or out of a condominium unit. In either case, to do so, the homeowner should send a written request (email is ok) to the property manager. The request must include the following:

1. Expected dates that the dumpster or POD will be on site.
2. Agreement to the following points:
   - The dumpster or POD must be placed in the driveway and cannot block access to the garage of any other unit.
   - The driveway must be protected by placing the dumpster on 2"x10" boards.
   - The homeowner assumes all responsibility for any damage to the driveway.
   - Once placed, the dumpster or POD may remain in place for a maximum of 60 days.
   - If more than 60 days is needed, prior written permission from management is required.

PHEASANT RUN CONDOMINIUM HOMES ASSOCIATION, INC.

DISCLOSURE MATERIALS

SECTION H

STATUTORY RESERVE ACCOUNT STATEMENT

0011779 OCT-6 8

3324649

REGISTER'S OFFICE
WAUKESHA COUNTY, WI
RECORDED ON

10-06-2005 2:20 PM

MICHAEL J. HASSLINGER
REGISTER OF DEEDS

REC. FEE: 4.00
REC. FEE-CO: 5.00
REC. FEE-ST: 2.00
TRAN. FEE:
TRAN. FEE-STATE:
PAGES: 1

OCT 3 1 2005

WC3324649-001

STATUTORY RESERVE ACCOUNT STATEMENT

Re: Pheasant Run Condominium Homes Association, Inc. Condominium, being a condominium created under the Condominium Ownership Act of the STATE OF WISCONSIN by a "Declaration of Condominium for Pheasant Run Condominium Homes Assoc. Inc. Condominium", dated the 17th day of October, 1988 and recorded the 18th day of October, 1988 in the Office of the Register of Deeds for Waukesha County, Wisconsin, in (Reel)(Vol.) 1052 of Records, at (Images) (Pages) 341 through -, as Document No. 1506212 and by a Condominium Plat (hereinafter "Condominium").

The Condominium ~~(shall)~~ (shall not) have a Statutory Reserve Account, as described in Wis. Stat. § 703.163, effective October 4, 2005. This determination is made by the (Declarant) (Association with the written consent of a majority of the Unit votes).

If the Condominium will not have a Statutory Reserve Account, it is anticipated that future expenditures for the repair and replacement of the common elements will be funded by: Pheasant Run Condominium Homes Association Inc. will use a Non-Statutory Reserve Account and such other means as are available to it by law.

Recording Area

Name and Return Address

Pheasant Run Condominium Association Inc

c/o Hunt Management Incorporated
10520 N. Baehr Road, Suite Q
Mequon, WI 53092

Parcel Identification Number (PIN)

Dated this 4th day of October, 2005.

* William Isbister
Title: President, Pheasant Run Condominium

* Nancy Lucey
Title: Secretary, Pheasant Run Condominium

AUTHENTICATION

Signature(s) ____________

authenticated this ______ day of ____________, ______

* ____________

TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, ____________
authorized by §706.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY

Terry R. Handel, CMCA
Hunt Management Incorporated

(Signatures may be authenticated or acknowledged. Both are not necessary.)

ACKNOWLEDGMENT

STATE OF WISCONSIN,)
) ss.
Waukesha County.)

Personally came before me this 4th day of October, 2005, the above named William Isbister and Nancy Lucey

to me known to be the person 4th who executed the foregoing instrument and acknowledged the same.

* ____________
Notary Public, State of Wisconsin
My Commission is permanent. (If not, state expiration date: 5-9-07, ______.)

*Names of persons signing in any capacity should be typed or printed below their signature.