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THIRTEENTH AMENDED AND RESTATED
DECLARATION

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BROOKSHIRE, A CONDOMINIUM

Record this document with the Register
of Deeds

Name and Return Address:

Lydia J. Chartre, Esq.

Husch Blackwell LLP

511 North Broadway

Suite 1100

Milwaukee, WI 53202

(See Exhibit B for Parcel
Numbers)

Parcel Identification Number

THIS INSTRUMENT DRAFTED BY:
LYDIA J. CHARTRE

THIRTEENTH AMENDED AND RESTATED DECLARATION

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THIRTEENTH AMENDED AND RESTATED DECLARATION OF CONDOMINIUM
OF
BROOKSHIRE, A CONDOMINIUM

Brookshire, A Condominium was created by a Declaration, recorded on September 28, 1981 with the Waukesha County Register of Deeds as Document No. 1168094, as amended on March 12, 1982 as Document No. 1178413, as amended on May 3, 1982 as Document No. 1181564, as amended on March 8, 1983 as Document No. 1206245, as amended on April 25, 1983 as Document No. 1211001, as amended on July 29, 1983 as Document No. 1223247, as amended on August 17, 1983 as Document No. 1225800, as amended on December 30, 1983 as Document No. 1241517, as amended on May 8, 1984 as Document No. 1256080, as amended on February 13, 1985 as Document No. 1286305, as amended on December 20, 1988 as Document No. 1515332, as amended on March 13, 1989, as Document No. 1526127, as amended on August 15, 1991, as Document No. 1667892 (as amended, the "Declaration").

WITNESSETH:

WHEREAS, the Declaration contains portions which have become obsolete due to changes in the law, the turnover of control from Declarant to Brookshire Owner's Association, Inc. (the "Association"), and changes in common practice over the years;

WHEREAS, the Association desires to clarify and update the provisions of this Declaration through this Restatement, so that its covenants, as restated, will continue to run with the land and shall be binding on all subsequent owners and occupants of all or any part of the Condominium; and

WHEREAS, the real property (the "Property") subject to this Declaration is as described on Exhibit A appended hereto, and the addresses of the units that comprise the Condominium are as described on Exhibit B appended hereto;

NOW THEREFORE, the Association, pursuant to Chapter 703 of the Wisconsin Statutes, the Condominium Ownership Act, as the same may be amended, renumbered or renamed from time to time (the "Act"), hereby amends and restates its Declaration as follows.

ARTICLE I

DIVISION OF CONDOMINIUM INTO SEPARATE FREEHOLD ESTATES

Declarant divides the Condominium into the following separate freehold estates:

(1) Thirty-four (34) separate freehold estates (collectively called the "Units" and individually called a "Unit"), consisting of the space or area of a Building contained within the boundaries of each such Unit as follows:

(a) The vertical boundaries shall be: the interior perimeter walls of the Unit on each floor or floors of the Unit, including all drywall.

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

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

(d) In each Building of the Hastings type or Chatham Modified type, the porch of each Unit as shown on the Floor Plans shall be a part of the Unit.

(e) Each garage shown on the Floor Plans shall be a part of the Unit to which it has immediate access as shown in the Floor Plans.

(2) A freehold estate in the “Common Elements” of the Condominium as hereinafter described.

ARTICLE II

DESCRIPTION AND LOCATION OF THE BUILDINGS AND UNITS

The Buildings and other improvements are shown on the site map and survey known as the Condominium Plat, as amended.

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

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

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

ARTICLE III

DESCRIPTION OF COMMON ELEMENTS AND GENERAL COMMON ELEMENTS

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

ARTICLE IV

DESCRIPTION OF LIMITED COMMON ELEMENTS

The Limited Common Elements are reserved for the exclusive use of the owner or occupant of the Unit to which they are appurtenant. The Limited Common Elements consist of (i) the outside patio and/or stoop immediately adjacent and appurtenant to each Unit to which it has access by a door from the Unit, and (ii) if any, a garden plot as designated by and under rules of the Association described in Article VI, (iii) a mailbox at a location designated by the Association and (iv) if any, the landscaped approach to the Unit.

ARTICLE V

PERCENTAGE OF OWNERSHIP IN COMMON ELEMENTS

(1) Ownership. The ownership of each Unit shall include a 1/34th undivided interest in the Common Elements.

(2) Sharing of Expenses and Surpluses. The common surpluses and expenses of the Condominium relating to Common Elements shall be shared among the owners of all Units according to the percentage of their undivided interest in the Common Elements, as expressed above.

(3) Use of Surpluses. All common surpluses of the Condominium for each fiscal year of the Association not expended in such year shall be credited to the reserves or replacement funds for common expenses of the Condominium for the next succeeding fiscal year or years in accordance with the percentage of undivided interest of each Unit owner in the Common Elements as aforesaid.

ARTICLE VI

ASSOCIATION OF UNIT OWNERS

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

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

(3) Association Management. Subject to Article XII, the Board of Directors may employ a professional property manager, management company or managing agent on a salaried basis with such experience and qualifications and on such terms and conditions as may be acceptable to the Board of Directors. Any such agreement must be terminable without fee upon ninety (90) days' notice and the term thereof may not exceed three (3) years.

ARTICLE VII

MAINTENANCE, ALTERATION AND IMPROVEMENT OF CONDOMINIUM

(1) Unit Owner's Responsibility. The owner of each Unit shall: (a) maintain in good condition and repair and replace all of the components or installations within or used by the Unit, including but not limited to, all utility lines and installations that serve the individual Unit, the heating and air conditioning system for the Unit, fixtures, appliances, water heater, equipment, interior walls, drywall, partitions, flooring (floor coverings), ceilings, windows, window frames and doors, including all glass and locks in windows and doors; (b) paint and decorate the interior of the perimeter walls and all walls and surface areas within the Unit; (c) keep the patio, stoop and/or porch appurtenant to the Unit and approaches thereto in a clean and neat condition; (d) keep and maintain in good and orderly condition its Limited Common Elements; and (e) repair and replace any portion of the Common Elements damaged through the fault or negligence of such owner or such owner's family, guests or invitees or any other occupants of the Unit.

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

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

(4) Decorations; Signs; Patios and Balconies. No Unit owner shall decorate or alter the Common Elements without the consent of the Board of Directors. No owner of a Unit may erect, post or display posters, signs or advertising material on the Common Elements except that a Unit owner may erect or post a temporary sign of customary and reasonable dimension relating to the open house of a Unit for sale or lease, and except as otherwise set forth in the Rules and Regulations related to allowed signs. No awnings, enclosures or storm doors or windows shall be installed on patios, porches or balconies, except with the consent of the Board of Directors. No grills shall be used or stored on patios, porches or balconies unless they are of the type using a cover in place while in use. Patios, porches and balconies shall not be used for storage, including the storage of motorcycles, baby carriages, bicycles, wagons, etc. or for handling, shaking or drying of laundry, carpet, rugs or clothing. Vehicles may be parked on streets within the Condominium only as permitted by rules adopted by the Board of Directors pursuant to the By-Laws.

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

(6) Architectural Control. The Board of Directors shall establish procedures for administering requests for permission to change Common Elements, enclose patios, balconies or

porches or similar matters. The Board may administer such requests, or may form a committee to handle the same. Any committee therefor shall have at least three (3) members and shall consider the architectural harmony of the proposed action with the existing Condominium when arriving at any decision. Unit owners whose porches are a part of their Unit shall be responsible for the maintenance and decoration of such porches, but shall be subject to the terms hereof.

ARTICLE VIII

ASSESSMENTS

(1) Liability; Late Payments. The By-Laws shall set forth the manner of making and collecting assessments against the Unit owners for common expenses of the Condominium. Each Unit owner shall be liable for such fractional or percentage interest of the common expenses of the Condominium as is provided in Article V hereof. Any assessment or installment not paid within ten (10) days of its due date shall be delinquent and the Unit owner shall be charged late fees and interest at the rate set forth in the Rules and Regulations on the unpaid assessment or installment, calculated from the date when the assessment or installment was first due until the date it is paid. All payments upon account shall be first applied to the attorneys' fees and costs, if any, then to the late fees and interest, if any, and then to the assessment payment first due.

(2) Liens. If a Unit owner defaults in the payment of any assessment or installment, the Association shall take appropriate measures as provided by law in accordance with the By-Laws. The lien for unpaid assessments provided in the Act shall also secure the actual attorney's fees incurred by the Association incident to the collection of such assessment or enforcement of such lien. In any foreclosure of a lien for assessments, the owner of a Unit subject to a lien shall continue to be responsible for the payment of assessments during the pendency of the foreclosure, and if unpaid, the same shall be added to and part of the lien, together with any late fees, interest, attorneys' fees and costs of collection.

(3) Rights of Mortgagees. Any first mortgagee who obtains title to a Unit pursuant to remedies provided in the mortgage or foreclosure of the mortgage shall not be liable for such Unit's unpaid assessments which accrued prior to the acquisition of title to such Unit by such mortgagee, except as may otherwise be set forth in the Act.

ARTICLE IX

RESTRICTIONS ON USE, OCCUPANCY AND TRANSFER

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

(2) Leases of Units. Any owner may lease a Unit for a term of not less than twelve (12) months and to not more than four (4) people, not more than three (3) of whom shall be unrelated. Any person occupying a Unit with the authority of an owner shall comply with all of the provisions hereof imposed on an owner. No rooms in any Unit may be rented and no transient tenants may be accommodated.

(3) Animals. Animals (hereinafter "Permitted Animals") may be permitted within the Condominium only as provided herein and in accordance with rules and regulations established by the Board of Directors. Upon application in writing, the Board of Directors of the Association may issue a permit for a Permitted Animal. Such permit shall be in writing and shall allow the keeping of only one animal in any one Unit. All Permitted Animals shall be kept indoors except for transportation to and from the Condominium premises, or for walking with the owner around the Condominium premises, at which time they shall be under leash or in appropriate animal crate. The permit issued as provided herein shall be deemed a revocable license which may be revoked at any time following notice and hearing if, in the judgment of the Board of Directors, such Permitted Animal is or becomes offensive, a nuisance or harmful in any way to the Condominium or those occupying or owning therein. The Association may charge an application fee to cover its administrative and enforcement costs. The Rules and Regulations may provide that a violation of this section for license shall subject the violator to a special assessment for enforcement costs. Any and all costs of repairing damage caused by a animal shall be borne by the Unit Owner. Notwithstanding anything to the contrary herein, possession of animals on the Condominium shall not be considered a property right.

(4) No Obstructions. No owner shall cause or permit the Common Elements, to be so used as to deny to other owners the full use of such portion of the Common Elements. Accordingly, there shall be no obstruction of any Common Elements. Walks and drives shall be kept clean and orderly. Except as hereinafter set forth, junked, inoperative or unlicensed vehicles and vehicles licensed as trailers, commercial vans, commercial trucks, campers, camping trucks, house trailers, boats, boat trailers, motorcycles, mopeds, motorized bicycles, snowmobiles or land vehicles or the like shall not be stored, parked or placed on the Condominium. Nevertheless, the Association may issue a permit for the storage of boats and boat trailers, commercial vans, commercial trucks and campers if totally enclosed within the garage of any Unit provided the owner or occupant of such Unit does not, by reason of such use, leave parked another vehicle upon his driveway. Such permit shall be deemed a revocable license which may be revoked at any time following notice and hearing if in the judgment of the Board of Directors, the use and storage of such vehicle is or becomes offensive, a nuisance, or harmful in any way to the Condominium or those occupying or owning therein. The Association may charge an application fee to cover its administrative and enforcement costs. In addition, an owner may have a moving truck, boat, trailer, camper, or similar recreational vehicle parked temporarily on the premises, but only for the purpose of loading/unloading and in no case longer than 24 hours. No vehicle shall occupy, park upon or otherwise block the access to or exit from another Unit or the approach thereto. No maintenance or lubrication of any vehicle shall be permitted anywhere on the Condominium. Bicycles must be stored inside the Unit or the garage.

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

(6) Antennas, Temporary Structures. No antennas for television or aerials for radios shall be erected on any roof or any other portion of the Condominium, except as set forth in the Rules and Regulations. No structure, trailer, tent, shack or barn, temporary or otherwise shall be

placed or maintained on any portion of the Condominium nor shall any clothes hangers or clothesline be placed or maintained within or on the Condominium.

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

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

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

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

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

(12) Legal Restrictions. No unlawful use may be made of the Condominium or any part thereof and each Unit owner shall strictly comply with all valid laws, orders, rules and regulations of all governmental agencies having jurisdiction thereof (collectively “Legal Requirements”). Compliance with any Legal Requirements shall be accomplished by and at the sole expense of the Unit owner or owners or the Association, as the case may be, whichever shall have the obligation under this Declaration to maintain and repair the portion of the Condominium affected by any such Legal Requirements. Each Unit owner shall give prompt notice to the Board of Directors of any written notice it receives of the violation of any Legal Requirements affecting its Unit or the Condominium. Notwithstanding the foregoing provisions, any Unit owner may, at its expense, defer compliance with and contest, by appropriate proceedings prosecuted diligently and in good faith, the validity or applicability of any Legal Requirements affecting any portion of the Condominium which such Unit owner is obligated to maintain and repair, and the Association shall cooperate with such Unit owner in such proceedings, provided that:

(a) Such Unit owner shall pay and shall defend, save harmless, and indemnify the Board of Directors, the Association and each other Unit owner against all liability, loss or damage which any of them respectively shall suffer by reason of such contest and any noncompliance with such Legal Requirements, including reasonable attorneys’ fees and other expenses reasonably incurred; and

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

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

(13) Association Statements. The Association, upon ten (10) days request, shall provide a letter to the purchaser of any Unit which states the existence, if any, of outstanding general or special assessments against the owner of the Unit being sold.

(14) Claims and Remedies.

(a) Owner Claims: Mediation and Arbitration Requirements. In the event that a Unit Owner or resident has a claim to assert against the Association or any member of the Board where the claim relates to or arises from the member’s service on the Board, that claim must be submitted to binding arbitration, with Resolute Systems, Inc. or such other arbitrator or arbitrator facility agreed to by the parties, or by the chief judge of the county if the parties can’t agree upon an arbitrator and Resolute Systems, Inc. is no longer in business or has a conflict. The unit owner(s) and the Association shall each pay half the cost of the arbitration. Such claims must be commenced with the arbitrator within one year

of the date that the Unit Owner or resident knew or should have known of the underlying facts giving rise to the claim. Such claims may also be submitted to non-binding mediation before or during arbitration at the election of the claimant, with both sides paying half the cost of the mediator. The Association shall also have the option of arbitrating a claim against a Unit Owner (any non-assessment collection and non-declaratory judgment-related claim) using the same procedure above.

(b) Attorney's Fees. The prevailing party in any claim brought by or against the Association or a Director by a Unit Owner or resident shall be entitled to recover their attorney's fees and costs. In addition, for any claim that is mediated or arbitrated as set forth in Section 14(a) above, the Association is entitled to recover its pre-mediation and/or pre-arbitration attorney's fees and costs if it is ultimately the prevailing party.

(c) Damages. The Association may assess a Unit Owner the actual damages the Association incurs from the Unit Owner's (its residents, occupants, or guests) failure to abide by the Condominium Declaration, Bylaws, or Rules and Regulations (the "Condominium Documents"). Where appropriate, the Association may also fine for violations of the Condominium Documents, and a schedule of progressive fines shall be set forth in the Rules and Regulations. There shall be a Grievance Procedure set forth in the Rules and Regulations, whereby a Unit Owner may contest the alleged violation. The decision of the Grievance Committee is final and binding. The Association may also assess to the Unit Owner interest and late fees on unpaid fines and assessments, as well as attorney's fees and costs incident to the Unit Owner's failure to abide by the condominium documents

ARTICLE X

RECONSTRUCTION AFTER LOSS

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

(2) Insufficient Insurance Proceeds. If the insurance proceeds are insufficient to reconstruct or repair the damaged premises, then:

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

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

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

(b) If the consent required under subparagraph (a) above is not obtained within ninety (90) days from the date of the loss, then the damaged premises shall be reconstructed and repaired by the Association with the insurance proceeds and owners of Units in the damaged premises shall be assessed for the deficiency in accordance with the following formula:

$$\frac{\text{Unit square footage} \times 100}{\text{Total square footage of all Units in the damaged premises}} = \text{Percentage of undivided interest in the deficiency}$$

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

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

ARTICLE XI

INSURANCE

(1) Property Damage Insurance. The Board of Directors of the Association shall obtain, to the extent available in the normal commercial marketplace, broad form insurance against loss by fire and against loss by lightening, windstorm, hail, snow storm and other risks normally included within risk of loss extended coverage, including vandalism and malicious mischief, insuring all Common Elements, Limited Common Elements, Units and Unit upgrades or betterments, together with all service machinery appurtenant thereto, as well as all personal property belonging to the association, but excluding any Unit Owner personal property, in an amount equal to the full replacement value, with code upgrades, without deduction for depreciation. Premiums shall be a common expense. To the extent possible, the insurance shall provide that the insurer waives its rights of subrogation as to any claim against unit owners, the Association, and their respective 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 agents and guests, without thirty (30) days prior written notice to the Association giving it opportunity to cure the defect within that time. The Board of Directors shall obtain a third-party insurance appraisal, to be updated at least every 5 years, to determine the full replacement value of the Property insured.

(2) Additional Insurance. In addition to the insurance required above, the Board shall obtain, to the extent available in the normal commercial marketplace, with the costs thereof to be borne as a Common Expense:

(a) Worker's compensation insurance;

(b) Liability insurance providing coverage in an amount not less than two million dollars (\$2,000,000) per occurrence for injury, including death, and property damage covering the Association, the Board of Directors, officers, and all agents and employees of the Association, and all Unit Owners and other persons entitled to occupy any Unit or other portion of the Property;

(c) Directors and Officers Insurance covering the officers, directors, property managers and volunteers;

(d) Fidelity insurance covering officers, directors, property managers, employees, and other persons who handle or are responsible for handling Association funds. Such insurance shall be in an amount at least equal to no less than three (3) months' operating expenses plus reserves on hand as of the beginning of the fiscal year and shall contain waivers of any defense based upon the exclusion of persons serving without compensation; and

In addition to the insurance required above, the Board of Directors may obtain such other insurance, including cyber or automobile insurance, as it deems necessary.

(3) Insurance Deductible. In the event of any insured loss on the Association's master insurance policy, the Association's deductible shall be the responsibility of the person or entity (including the Association) who would be responsible for such damage under the Condominium Documents, in the absence of insurance. If the cause of loss originates within a Unit, the Unit Owner is responsible for the damage costs up to the Association's master insurance policy deductible. If the cause of the loss originates in more than one Unit or a Unit and the Common Elements, the responsibility for paying the Association's deductible shall be equitably apportioned by the Board in its sole discretion among the Unit(s) and/or Common Elements where the loss originated.

(4) Unit Owner Insurance. The Unit Owners shall be responsible for and shall obtain insurance coverage for:

(a) The personal property within the Unit;

(b) Coverage A with special perils coverage added, which changes the perils covered from "named perils" to "all risks unless excluded", which insurance should also

cover Building/Additions and Alterations/Improvements and Betterments in an amount of at least the Association's master policy deductible(s);

(c) Loss assessment coverage, at a minimum limit of the maximum amount that the insurer will cover of the Association's master policy deductible(s);

(d) Special perils contents coverage; and

(e) Sewer backup and sump pump failure coverage.

ARTICLE XII

AMENDMENT OF DECLARATION

This Declaration may only be amended in a writing executed by the presiding officer of the Association and attested by another officer, with the written consent of at least 67% of the Unit owners and mortgagees to the extent set forth in the Act. Any amendment to this Declaration shall become effective when recorded in the Office of the Register of Deeds for Waukesha County, Wisconsin.

ARTICLE XIII

SERVICE OF PROCESS

Service of process shall be made on the registered agent for the Association, as stated on file with the Wisconsin Department of Financial Institutions. At the time of recording this Restated Declaration, the registered agent for the Association is Ogden & Company, Inc., 1665 N. Water Street, Milwaukee, WI 53202.

ARTICLE XIV

RIGHT OF ENTRY

The Association reserves the right of entry to each Unit by the Board, or its agents, or any person authorized by the Board of Directors to make installations, alterations or repairs, upon prior request and at times convenient for the owner or occupant thereof; provided, however, that in case of emergency, entry of the Unit may be made immediately, whether the owner or occupant of the Unit is or is not present and without liability to the Board of Directors or their agents. Any damage or loss caused as a result of such entry shall be at the expense only of the Unit owner if, in the judgment of those authorizing the entry, such entry was for emergency purposes.

ARTICLE XV

CONSTRUCTION AND EFFECT

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

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

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

This Thirteenth Amended and Restated Declaration complies with the requirements of the Declaration and the applicable law, Wis. Stat. §703.09(2), in that it has been approved by the written consent of Unit owners with not less than seventy-five percent (75%) of the Unit Owners in the Association, and such consents have been approved by the mortgagees or holders of equivalent security interest in the Units to the extent required by the Act.

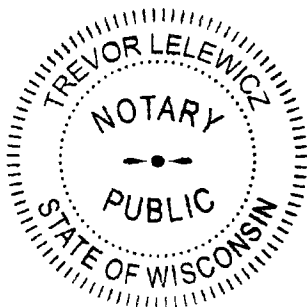
IN WITNESS WHEREOF, the Association has executed this Thirteenth Amended and Restated Declaration of Condominium for Brookshire, A Condominium this 12th day of JANUARY, 2023

BROOKSHIRE OWNER'S ASSOCIATION, INC.,
a Wisconsin Non-Stock Corporation,

By: Brian H. Spilker
Brian H. Spilker, President

STATE OF WISCONSIN)
) ss.
COUNTY OF Winnebago)

This document was acknowledged before me by Brian H. Spilker, as President of Brookshire Owner's Association, Inc. on this 12th day of January, 2023.



Trevor Lelewicz
Notary Public, State of Wisconsin
Name: Trevor Lelewicz

My Commission Expires: 10/23/2026

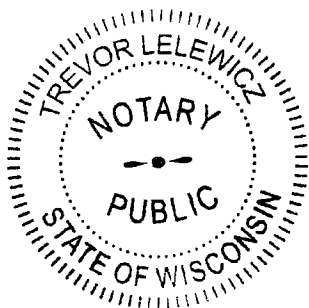
ATTEST:

BROOKSHIRE OWNER'S ASSOCIATION, INC.,
a Wisconsin Non-Stock Corporation,

By: *Sue Klescewski*
Sue Klescewski, Secretary

STATE OF WISCONSIN)
) ss.
COUNTY OF Washington)

This document was acknowledged before me by Sue Klescewski, as Secretary
of Brookshire Owner's Association, Inc. on this 12th day of January, 2023.



Trevor Lelewicz
Notary Public, State of Wisconsin
Name: Trevor Lelewicz

My Commission Expires: 10/23/2026

EXHIBIT A

Legal Description

Units 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33 and 34 in the Brookshire Condominium(s), created by a “Declaration of Condominium” recorded in the Office of the Register of Deeds for Waukesha County, Wisconsin on September 28, 1981 as Document No. 1168094, and any amendments and/or corrections thereto, and by its Condominium Plat and any amendments and/or corrections thereto. Said land being in the City of Waukesha, County of Waukesha, State of Wisconsin.

EXHIBIT B

Tax Key Numbers

<u>Tax Key</u>	<u>Street Address</u>
1314003	3101 Madison Street, Unit 1
1314004	3103 Madison Street, Unit 2
1314005	3105 Madison Street, Unit 3
1314006	3107 Madison Street, Unit 4
1314007	3109 Madison Street, Unit 5
1314008	3111 Madison Street, Unit 6
1314009	3121 Madison Street, Unit 9
1314010	3123 Madison Street, Unit 10
1314011	3115 Madison Street, Unit 11
1314012	3113 Madison Street, Unit 12
1314013	3119 Madison Street, Unit 13
1314014	3117 Madison Street, Unit 14
1314015	3125 Madison Street, Unit 7
1314016	3127 Madison Street, Unit 8
1314017	3153 Madison Street, Unit 27
1314018	3155 Madison Street, Unit 28
1314019	3129 Madison Street, Unit 15
1314020	3131 Madison Street, Unit 16
1314021	3133 Madison Street, Unit 17
1314022	3135 Madison Street, Unit 18
1314023	3137 Madison Street, Unit 19
1314024	3139 Madison Street, Unit 20

<u>Tax Key</u>	<u>Street Address</u>
1314025	3141 Madison Street, Unit 21
1314026	3143 Madison Street, Unit 22
1314027	3145 Madison Street, Unit 23
1314028	3147 Madison Street, Unit 24
1314029	3149 Madison Street, Unit 25
1314030	3151 Madison Street, Unit 26
1314031	3157 Madison Street, Unit 29
1314032	3159 Madison Street, Unit 30
1314033	3161 Madison Street, Unit 31
1314034	3163 Madison Street, Unit 32
1314035	3165 Madison Street, Unit 33
1314036	3167 Madison Street, Unit 34