



EASTBROOK ESTATES HOMES ASSOCIATION

DISCLOSURE MATERIALS

FOR

EASTBROOK ESTATES HOMES ASSOCIATION

PROPERTY ADDRESS:

11616 - 11632 North Eastbrook Drive

1505 - 1521 West Eastbrook Drive

1612 - 1636 Pinewood Court

1609 - 1632 West Eastbrook Court

Mequon, WI 53092

1. THESE ARE LEGAL DOCUMENTS COVERING YOUR RIGHTS AND RESPONSIBILITIES AS A CONDOMINIUM OWNER. IF YOU DO NOT UNDERSTAND ANY PROVISIONS CONTAINED IN THEM, YOU SHOULD OBTAIN PROFESSIONAL ADVICE.
2. THESE DISCLOSURE MATERIALS GIVEN TO YOU AS REQUIRED BY LAW MAY, WITH THE EXCEPTION OF THE EXECUTIVE SUMMARY, BE RELIED UPON AS CORRECT AND BINDING. FOR A COMPLETE UNDERSTANDING OF THE EXECUTIVE SUMMARY, CONSULT THE DISCLOSURE DOCUMENTS TO WHICH A PARTICULAR EXECUTIVE SUMMARY STATEMENT PERTAINS. ORAL STATEMENTS MAY NOT BE LEGALLY BINDING.
3. YOU MAY AT ANY TIME WITHIN 5 BUSINESS DAYS FOLLOWING RECEIPT OF THESE DOCUMENTS, OR FOLLOWING NOTICE OF ANY MATERIAL CHANGES IN THESE DOCUMENTS, CANCEL IN WRITING THE CONTRACT OF SALE AND RECEIVE A FULL REFUND OF ANY DEPOSITS MADE. IF THE SELLER DELIVERS LESS THAN ALL OF THE DOCUMENTS REQUIRED, YOU MAY, WITHIN 5 BUSINESS DAYS FOLLOWING RECEIPT OF THE DOCUMENTS, DELIVER A REQUEST FOR ANY MISSING DOCUMENTS. IF YOU TIMELY DELIVER A REQUEST FOR MISSING DOCUMENTS, YOU MAY, AT ANY TIME WITHIN 5 BUSINESS DAYS FOLLOWING THE EARLIER OF EITHER THE RECEIPT OF THE REQUESTED DOCUMENTS OR THE SELLER'S DEADLINE TO DELIVER THE REQUESTED DOCUMENTS, CANCEL IN WRITING THE CONTRACT OF SALE AND RECEIVE A FULL REFUND OF ANY DEPOSITS MADE.

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EASTBROOK ESTATES HOMES ASSOCIATION

1. EXECUTIVE SUMMARY: The Executive Summary highlights for a buyer of a condominium unit essential information regarding the condominium. The Executive Summary begins on page A-1.
2. DECLARATION: The Declaration establishes and describes the condominium units and the common areas. The declaration begins on page B-1.
3. BY-LAWS: The By-Laws contain rules which govern the condominium and affect the rights and responsibilities of unit owners. The By-Laws begin on page C-1.
4. ARTICLES OF INCORPORATION: The operation of a condominium is governed by the association of which each unit owner is a member. Powers, duties and operation of an association are specified in its Articles of Incorporation. The Articles of Incorporation begin on page D-1.
5. MANAGEMENT OR EMPLOYMENT CONTRACTS: Certain services are provided to the condominium through contracts with individuals or private firms. These contracts begin on page E-1.
6. ANNUAL OPERATING BUDGET: The association incurs expenses for the operation of the condominium which are assessed to the unit owners. The operating budget is an estimate of those charges which are in addition to mortgage and utility payments. The Budget begins on page F-1.
7. STATUTORY RESERVE ACCOUNT: The condominium does not have a Statutory Reserve Account. The Statutory Reserve Account Statement can be found on page G-1.
8. OTHER IMPORTANT INFORMATION AND DOCUMENTS: Begin on page H-1.

EASTBROOK ESTATES HOMES ASSOCIATION

DISCLOSURE MATERIALS

SECTION A

EXECUTIVE SUMMARY

Executive Summary

Eastbrook Estates Condominium

This Executive Summary highlights some of the information that prospective buyers of units in Eastbrook Estates 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.** Eastbrook Estates Condominium.
2. **Condominium Governance.** The condominium is governed by Eastbrook Estates Homes Association, Inc. (the "Association"), a Wisconsin non-stock corporation. All unit owners are members of the Association.
3. **Association Management.** The Association has engaged Hunt Management Incorporated to serve as the managing agent for the condominium.

4. **Association Contact Information.**

Contact Name:	Hunt Management Incorporated
Phone:	(262) 238-1480
Email:	ClientServices@HuntManagement.com
Mailing Address:	10520 N. Baehr Road, Suite Q, Mequon, WI 53092

5. **Can the condominium be expanded in the future?** No.
6. **Does the condominium have special amenities or features?** Ponds.
7. **Maintenance and Repair of Units.** Each unit owner shall keep his or her unit in good repair and in a clean and sanitary condition. Each unit owner shall perform interior decorating, painting, and varnishing. Without in any way limiting the foregoing, each unit owner shall be responsible for the maintenance, repair and/or replacement of all plumbing fixtures, doors and windows (including replacement of broken glass), screens, lighting fixtures, household appliances, heating and air conditioning equipment, door bells, sump pumps, or other equipment which may be in or which may connect with the unit or the limited common elements appurtenant to the unit.
 - For specific information, see: Declaration, Art. V, § 4(a); Amended and Restated By-Laws (hereinafter "Bylaws"), Art. VIII, § 1(a); Maintenance Responsibility Checklist.

8. Maintenance and Repair of Common Elements and Limited Common Elements.

Association Responsibilities: The Association is responsible for the management and control—including maintenance, repairs and replacement—of the common.

Unit Owner Responsibilities: Unit owners shall perform normal maintenance of the limited common elements appurtenant to his/her unit—including the patio, balcony, driveway— and keep them in good, clean, sanitary, and attractive condition.

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.

- For specific information, see: Declaration, Art. VII, § 1, Art. VIII, § 1; Maintenance Responsibility Checklist.

9. Alterations of Units and Limited Common Elements. A unit owner is prohibited from making any alteration, installation, removal, reconstruction or repair to the exterior of his/her unit or any portion of the unit that is visible from the outside without the prior written consent of the board of directors.

Notwithstanding the foregoing, a unit owner may make interior improvements and alterations within the unit without approval or review of the board of directors provided such improvements or alterations do not impair the structural integrity of the building.

- For specific information, see: Declaration, Art. V, §§ 4(b), (c), 5.

10. Parking.

Availability: Units each has a two-car attached garage and may park on the driveway appurtenant to the unit.

Cost: There is no additional cost for parking.

Guest Parking: Driveway of unit.

Parking Restrictions: No large trucks, buses, boats or other vehicles of similar nature and design shall be stored or parked on the property. No individual shall be allowed to use or occupy any recreational vehicle or any similar vehicle designed or used for overnight camping while such vehicle is parked on the property.

- For additional rules and restrictions see: Declaration, Art. II, § 2(a), (b), Art. V. § 6.; Bylaws, Art., § 4 (f), (g).

11. **Rental of Units:** A unit owner may lease his or her unit, provided the lease is for a minimum term of six (6) months. Copies of all leases must be provided to the association within five days after the lease is signed.

- For specific information and additional restrictions, see: Declaration, Art. V, § 3(b).

12. **Pets:**

Number and Type of Pets Allowed Per Unit: Each unit may have one (1) dog weighing less than thirty-five (35) pounds, or a cat or other customary household pets (such as canaries or parakeets).

Pet Rules: All pets shall be controlled by the unit owner at all times and shall be leashed when on the common elements. Pets shall not be allowed to create a nuisance or annoyance. Unit owners are responsible for immediately disposing of all pet waste.

- For specific information, see: Bylaws, Art. VIII, § 4(h).

13. **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 affirmative vote of at least of seventy-five percent (75%) of the unit owners, plus mortgage holder consents.

By-Laws: The Bylaws may be amended by the affirmative vote of two-thirds (2/3) of the unit owners.

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

- For specific information see: Declaration, Art. XIII, §3; Bylaws, Art. V, § 3(a), Art. IX.

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

15. **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”).

16. **Transfer Fee:** The Association does not charge a transfer fee in connection with the transfer of ownership of a unit.

17. **Disclosure Material Fee:** The Association charges \$25.00, plus postage, for a hard copy of the disclosure materials. The disclosure materials are available for no charge at the

Managing Agent's website—www.huntmanagement.com (under the "Property Information" tab).

18. **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.
19. **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.
20. **Reserve Balance.** The amount of the reserve balance is \$ 204,529.30 . This amount is current as of 1-31-2022 .

This Executive Summary was prepared or revised on January 29, 2022.

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EASTBROOK ESTATES HOMES ASSOCIATION

DISCLOSURE MATERIALS

SECTION B

DECLARATION

EASTBROOK ESTATES CONDOMINIUM

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EXHIBITS

- Exhibit A - Legal Description of Initial Condominium
- Exhibit B - Condominium Plat
- Exhibit C - Legal Description of Property Reserved for
Expansion

DECLARATION OF CONDOMINIUM

OF

EASTBROOK ESTATES CONDOMINIUM
Ozaukee County, Wisconsin

This Declaration is made pursuant to the Condominium Ownership Act, Chapter 703, Stats., by Versailles Estates, Ltd., a Wisconsin corporation, hereafter referred to as "Declarant."

ARTICLE I

DECLARATION AND DESCRIPTION OF LAND

Declarant, as the fee owner thereof, hereby declares that the real estate hereinafter described is subject to and shall hereafter be held, sold and conveyed in accordance with Chapter 703, Stats., the Condominium Ownership Act, and shall hereafter be known as Eastbrook Estates Condominium:

[See Exhibit A attached hereto]

ARTICLE II

DESCRIPTION OF BUILDINGS AND UNITS

Section 1. Description of Buildings. The initial condominium shall consist of seven (7) buildings each containing two (2) units. Each building shall contain, at Declarant's option, one of the following combinations of units: two Type A units, two Type B units, or a Type A and a Type B unit. The location of each building is set forth in the

condominium plat which is attached hereto as Exhibit B and which has been duly filed in the Office of the Register of Deeds for Ozaukee County, Wisconsin. Each building shall have a concrete block foundation and basement, wood framing and flooring, combinations of brick, wood, and/or siding exterior, and cedar shake roofing. Water will be provided to the buildings by a private water system. The buildings will be connected to a municipal sewer system. Meters for measuring utility usage attributable to the common elements may be located on any one or more of the buildings.

Section 2.

Description of Units. The units are identified by building and unit number and are located as shown in the condominium plat. The units are described as follows:

(a) Type A. A two story townhouse type dwelling consisting of a kitchen, dinette, great room, master bedroom, den or second bedroom, utility room, full bath, and powder room on the first level and a full bath, two bedrooms and one storage area or one bedroom and two storage areas, and a loft on the second level, with fireplace, air conditioning, a basement situated beneath and connected to the unit by a fully contained stairway, and an attached two car garage.

(b) Type B. A ranch type dwelling located entirely on one floor consisting of a kitchen, dinette, living room, dining room, master bedroom, den or second bedroom, utility room, two full baths, with fireplace, air conditioning, a basement situated beneath and connected to the unit by a fully contained stairway, and an attached two car garage.

The floor plans for the units are depicted in the condominium plat. The floor plans depicted for a Type A unit assume the unit is to be located on the left-hand side of the building. If the Type A unit is to be located on the right-hand side of the building, then the floor plans will be the mirror image of those depicted. The floor plans depicted for a Type B unit assume the unit is to be located on the right-hand side of the building. If the Type B unit is to be located on the left-hand side of the building, then the floor plans will be the mirror image of those depicted.

Section 3. Presumption as to Existing Physical Boundaries.

Any existing physical boundaries of any unit or common element constructed or reconstructed in substantial conformity with the condominium plat shall be conclusively presumed to be its boundaries, regardless of the shifting, settlement or lateral movement of any building and regardless

of minor variations between the physical boundaries as described in this Declaration or shown on the condominium plat and the existing physical boundaries of any such unit or common element.

Section 4.

Unit Boundaries.

(a) Definition of Unit. The term "unit" shall mean that part of the property subjected by this declaration to the Condominium Ownership Act which is intended for the independent use of a unit owner, including one or more cubicles of air at one or more levels of space or one or more rooms or enclosed spaces located on one or more floors in a building.

(b) Upper and Lower Unit Boundaries. The upper boundary of each unit is the horizontal plane of the lower face of the joists supporting the ceiling of the uppermost floor of the unit's living quarters and the ceiling of the garage. The lower boundary is the horizontal plane of the lower face of the concrete floor in the basement and in the garage.

(c) Side Boundaries. The side boundaries of all units are the vertical planes, the elevations of which coincide with the face of the studs supporting the dry wall on exterior walls and on common walls separating the units and, in the

basements, the inner face of the concrete block wall.

(d) Intersection of Boundaries. The foregoing boundaries extended to their intersections, together with all windows, window frames, doors, door jambs, window and door glass, and the overhead garage door, constitute the unit.

Section 5. Features Common to All Units. Each unit has separate meters for electricity and gas; a forced air furnace or other heating system; a hot water heater; a sump pump; an air conditioning compressor; a plumbing hookup for a washer; either gas or electric connections for a dryer; and a garbage disposal system in the kitchen sink. Outside venting for the dryer is installed through the foundation or exterior wall or vented through a roof vent in each unit. Each unit has an access panel in the ceiling leading to the attic area situated above the unit which is fully enclosed.

ARTICLE III

COMMON AND LIMITED COMMON ELEMENTS

Section 1. Common Elements. Every area, structure, and facility which is not a unit or part of a unit is part of the common elements. The common elements include, but are not limited to, roofs, foundation walls, exterior walls, common walls separating the units, unimproved land, nondedicated streets,

walks, pipes and wires comprising the plumbing and electrical systems, the well, and the water and storm drainage systems servicing the condominium.

Section 2.

Limited Common Elements. Certain of the common elements, herein referred to as "limited common elements," are limited to the exclusive use of the owner(s) of the unit to which they relate subject to such rules and regulations relating to the manner of use thereof as may be established from time to time by the association. The limited common elements include the attics, yards, walkways, driveways, stoops, porches, and patios, if any, appurtenant to each unit. The yard appurtenant to any given unit shall consist of those areas of land described as follows: the area of land determined by extending a line out 90° from each point along the rear and sides of the portion of the building in which the unit is located for a distance of 15 feet or one-half of the total distance so measured from said points to the adjacent building, driveway, and/or pond, as the case may be, whichever is less; the area of land determined by extending a line out 90° from each point on the outer edge of the driveway appurtenant to the unit for a distance of 15 feet or one-half of the total distance so measured from said points to the adjacent building, driveway, and/or pond, as

the case may be, whichever is less; and the area of land bounded by the front of the portion of the building in which the unit is located, the inner edge of the driveway appurtenant to the unit, the edge of the street, and a line drawn from the midpoint of the front portion of the building in which the unit is located to the midpoint of the portion of the edge of the street located between the inner edges of the driveways appurtenant to the units located in the building. Notwithstanding the fact that the yards are limited common elements, all unit owners and their families, invitees, and licensees shall have the right to enter upon and pass through said yards for purposes of ingress and egress to the ponds located in the condominium.

ARTICLE IV

PERCENTAGE INTERESTS

The ownership of each unit includes a 1/14 undivided interest in the common elements and the same shall automatically be conveyed with each unit.

ARTICLE V

PROPERTY RIGHTS AND OBLIGATIONS OF OWNERS

Section 1. Easements of Enjoyment. Each unit owner shall have a right and easement of enjoyment in and to the

common elements which shall be appurtenant to and which shall pass with title to said owner's unit.

Section 2.

Rights to Ingress and Egress and Support. Each unit owner shall have the right to ingress and egress over, upon and across the common elements necessary for access to his or her unit and shall have the right to lateral support for his unit. Such rights shall be appurtenant to and pass with title to said owner's unit.

Section 3.

Use of Units.

(a) Residential Use Limitation. Except as provided in Section 9, each unit shall be used exclusively for residential purposes.

(b) Leasing of Units. An entire unit may be leased, but not for a term of less than six months. No individual rooms in any unit may be rented; the unit must be rented in its entirety; no unit may be subdivided. Copies of all written leases and a summary of the principal provisions of all oral lease agreements shall be delivered to the association within five (5) days after the written lease is signed or the oral lease agreement is made. No lease or oral lease agreement shall relieve a unit owner from his or her obligation to pay the monthly assessment or any other obligations imposed upon unit owners by this Declaration, the

Article V
Section 4.

by-laws of the association, or any rules and regulations promulgated by the association.

(c) Restrictions on Pets. Restrictions on the keeping of pets by unit owners and tenants are established by the by-laws.

Repairs and Maintenance.

(a) Individual Units. Each unit owner shall keep his or her unit in good repair and in a clean and sanitary condition. Each unit owner shall perform such interior decorating, painting, and varnishing as may from time to time be necessary to maintain the good appearance and condition of the unit. Without in any way limiting the foregoing, each unit owner shall be responsible for the maintenance, repair and/or replacement of all plumbing fixtures, doors and windows (including replacement of broken glass), screens, lighting fixtures, household appliances, heating and air conditioning equipment, door bells, sump pumps, or other equipment which may be in or which may connect with the unit or the limited common elements appurtenant to the unit.

(b) Prohibition Against Structural Changes. A unit owner shall not, unless he has received the prior written consent of the association, (i) make or permit to be made any structural alterations to his or her unit, to the exterior of any building,

or to any common or limited common elements or (ii) install or permit to be installed any improvements or equipment which may affect other units or the owners of other units. A unit owner shall not perform or permit any act of work which may impair or adversely affect the safety, structural soundness, or integrity of any building, or which may impair any easement or hereditament.

(c) Exterior Painting. The association shall be responsible for the painting of the exterior of each building, including trim, gutters and downspouts, at such times as the association shall determine. In the event any unit owner, at such times, desires to change the color of the exterior of his unit, such unit owner shall secure the written consent of the owner of the abutting unit and of all mortgagees having a collateral security interest in any affected unit. The written consent of the owner of the abutting unit shall irrevocably authorize the association to arrange for the repainting of the exterior of said owner's unit in the same manner and color as that of the other unit. The color(s) selected by the unit owners shall be subject to the association's approval.

Section 5.

Use of the Common and Limited Common Elements. No unit owner may obstruct any part of the common elements. Nothing may be parked, kept or stored on

any part of the common elements without the prior written consent of the association, except as specifically authorized by this Declaration. Nothing shall be constructed on or removed from the common elements without the prior written consent of the association. The attics are limited common elements and storage therein of any kind or nature is expressly prohibited. No fences, enclosures, or screening for privacy purposes shall be erected on any portion of the limited common elements without the express approval of the association.

Section 6. Parking Rights. Each unit owner shall park his or her vehicle(s) in the garage or on the driveway appurtenant to his or her unit.

Section 7. Signs. Except as provided in sections 9 and 10 below, no signs shall be placed on any portion of the common elements, on the exterior of any building, or inside any unit so as to be visible from outside the unit.

Section 8. Garbage and Refuse. Pending disposal, all garbage and refuse shall be stored inside of the garage for each unit in receptacles provided by each unit owner. The association will provide for disposal of all garbage and refuse. No garbage or refuse shall be stored on any portion of the common elements.

- Section 9. Model Units; Advertising Signs. Until all units have been sold, Declarant shall have the right to use one or more buildings owned by Declarant as a model and to conduct open houses therein. Declarant shall have the right to erect signs on the common elements for the purpose of advertising units for sale and directing the buying public to its model.
- Section 10. "For Sale" Signs. Unit owners desiring to place their units on the market for sale shall be permitted to erect one (1) customary "For Sale" sign in said unit owner's front yard.
- Section 11. Mail Boxes. Mail boxes shall be provided in convenient areas of the common elements throughout the condominium in accordance with applicable postal regulations.
- Section 12. Water Charges. Water shall be furnished to unit owners by the trustees of the Versailles Estates Water Trust. The trustees are authorized from time to time to establish charges for water used by unit owners. The water trust prohibits unit owners from digging their own wells on any portion of the real estate served by the water system.

ARTICLE VI

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

- Section 1. Association. The association herein referred to is Eastbrook Estates Homes Association, Ltd., an

association incorporated under and pursuant to Chapter 181, Stats.

Section 2. Nature of Membership and Voting Rights. Each unit owner shall be entitled and required to be a member of the association. The owner(s) of each unit shall collectively have one vote. The right to membership in the association shall be deemed appurtenant to the unit and shall be transferred automatically by conveyance of the unit. Membership in the association may not be transferred except in connection with the transfer of title to the unit. If a unit is owned by more than one person, a partnership, or a corporation, the owner(s) shall designate one person who shall be entitled to cast the vote for all of the owner(s) thereof. In no event shall more than one vote be cast with respect to any unit and no vote may be split.

Section 3. Declarant Control of Association. Declarant shall have the sole and exclusive right to appoint and remove all of the directors and officers of the association and to exercise the powers and responsibilities otherwise assigned by this Declaration or by law to the association or its officers for a period of ten (10) years after the date the first unit is conveyed by Declarant to any person other than Declarant or until thirty (30)

days after the conveyance of 75% of the common element interest to purchasers, whichever is earlier; provided, however, that prior to the conveyance of 25% of the common element interest to purchasers, the association shall hold a meeting and the unit owners other than Declarant shall elect at least 25% of the directors and prior to the conveyance of 50% of the common element interest to purchasers, the association shall hold a meeting and the unit owners other than Declarant shall elect at least 33 1/3% of the directors.

Section 4. Amplification by By-Laws. The provisions of this Article shall be amplified by the by-laws of the association; provided, however, that no such amplification may substantially alter or amend any of the rights or obligations of the unit owners as set forth herein or be contrary to law.

ARTICLE VII

RIGHTS AND OBLIGATIONS OF ASSOCIATION

Section 1. Common Elements. The association, subject to the rights of unit owners as set forth in this Declaration, shall be responsible for the exclusive management and control of the common elements and all improvements thereon and shall keep the same in good condition and repair; provided, however, that the removal of snow and ice from the walkways appurtenant to each unit shall be the

responsibility of each unit owner. The association shall be responsible for the care of all lawns, trees, and shrubbery; the removal of snow and ice from Chateau Court and the driveways; the resealing and/or resurfacing, when necessary, of Chateau Court and the driveways within the condominium; exterior painting; and the maintenance and repair of all common elements, including storm and sanitary sewers, water pipes, gas lines, electrical wires and cables, ponds, and all other improvements which serve more than one unit and are located within or used in connection with the common elements.

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

with others to furnish common services to each unit.

Section 3. Common Charges. Expenditures for electric power, water, sewer, gas, and any other utilities attributable to the common elements and expenditures for the operation and maintenance of the common elements shall be common expenses and shall be included within the association's budget of operating expenses.

Section 4. Personal Property for Common Use. The association may acquire and hold for the use and benefit of all unit owners tangible and intangible personal property and may dispose of the same by sale or otherwise and the beneficial interest in such property shall be deemed to be owned by the unit owners in the same proportion as their respective interests in the common elements. Such interest shall not be transferred otherwise than automatically in connection with the transfer of a unit.

Section 5. Rules and Regulations. The association may make reasonable rules and regulations governing the use of the units and of the common and limited common elements.

Section 6. Association's Right of Entry to Make Repairs. The association shall have an irrevocable right and an easement to enter all units 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. Except in cases involving manifest danger to public safety or property, the association shall make a reasonable effort to give advance notice to the unit owner. No entry by the association for the purposes specified herein shall be considered a trespass.

Section 7. Implied Rights. The association may exercise each right or privilege given to it expressly by this Declaration or by law and every other right or privilege reasonably to be implied therefrom or reasonably necessary to effectuate any such right or privilege.

ARTICLE VIII

ASSESSMENTS

Section 1. Liability of Unit Owners. Each unit owner shall pay to the association on a monthly basis such sum as the association may establish from time to time for the purpose of providing funds for the payment of common expenses and for the creation of reserves for the payment of future common expenses. A unit owner shall be liable to the association for all assessments coming due while said unit owner owns a unit. Liability for assessments may not be avoided by waiver of the use or enjoyment of any common elements or by the abandonment of a unit. Any assessment not paid when due shall, at the option

of the association, bear interest at the rate established in the by-laws.

Section 2.

Liability of Declarant. The Declarant shall be liable to the association for payment of assessments for each "completed unit" owned by Declarant in an amount equal to 50% of the assessment for general operating purposes plus 100% of the assessment for reserves as determined by the association. A unit shall be deemed to be a "completed unit" when the City of Mequon has issued an occupancy permit. Declarant, not the association, shall be responsible for 100% of the insurance premiums relating to units under construction prior to the initial sale of the unit.

Section 3.

Use and Uniformity. The assessments levied by the association shall be used exclusively to promote the health, safety and welfare of the unit owners and for the management, improvement, and maintenance of the common elements. Assessments shall be levied against unit owners on a uniform basis.

ARTICLE IX

DAMAGE OR DESTRUCTION

Section 1.

Repair or Reconstruction. Except as hereinafter provided, in the event all or any portion of the condominium property is damaged or destroyed as a result of fire or other casualty the association

shall arrange for the prompt repair or reconstruction of the damaged or destroyed property, excluding, however, any wall, ceiling or floor decorations and coverings, furniture, furnishings, or equipment installed by unit owners in the units. The cost of repairs or reconstruction in excess of available insurance proceeds shall be a common expense.

Section 2.

Election to Partition. In the event the condominium property is damaged or destroyed as aforesaid to an extent more than the available insurance proceeds or in the event the amount of damage or destruction equals or exceeds 50% of the value of the entire condominium (all buildings), then the condominium shall be subject to an action for partition upon obtaining the affirmative vote of unit owners having at least 75% of the votes. In the case of partition, the net proceeds of sale, together with all insurance proceeds, shall be divided among all unit owners in proportion to their percentage interests in the common elements.

Section 3.

Encroachments. If any portion of any common element encroaches on any unit or if any portion of a unit encroaches on any common element as a result of the duly authorized construction, reconstruction or repair of a building, a valid easement for the

encroachment and for the maintenance of the same shall exist so long as the building stands.

ARTICLE X

INSURANCE

Section 1. Casualty Insurance. The association shall maintain insurance coverage on the condominium property for not less than full replacement value. The amount of coverage shall be reviewed at least annually by the association and the insurance shall afford protection against loss or damage by fire, such other hazards as are covered by a standard extended coverage endorsement, and such other risks or hazards as from time to time shall be customarily covered with respect to property similar in construction, location and use. Said insurance shall be for the benefit of the unit owners and their mortgagees, as their interests may appear, and all proceeds payable by reason of said insurance shall be paid to the association as trustee for the unit owners for the purposes of repair or reconstruction. Unit owners and their mortgagees shall not be entitled to receive payment of any portion of the insurance proceeds unless the association has determined not to repair or reconstruct, a court of competent jurisdiction has ordered partition, or there is a surplus of insurance proceeds, after the condominium property

has been completely repaired or reconstructed. Provisions for such insurance shall be without prejudice to the right of each unit owner to insure his or her own unit for his or her personal benefit.

Section 2. Liability and Other Insurance. In addition to casualty insurance coverage, the association shall maintain such public liability insurance coverage as it may deem suitable under the circumstances and may maintain such other insurance coverage as it shall determine to be desirable from time to time.

Section 3. Premiums; Subrogation Waiver. All insurance premiums for any insurance coverage obtained by the association shall be a common expense to be paid by assessments levied by the association. All such insurance policies shall contain a waiver of subrogation in favor of the insurance carrier against the unit owners.

ARTICLE XI

EXPANSION OF CONDOMINIUM

Section 1. Reservation of Right to Expand; Time Limit. Declarant expressly reserves for itself and its successors and assigns the right, at its option, to expand the condominium by subjecting the additional property described in Exhibit B attached hereto to the condominium declaration from time to time for a period not exceeding 10 years from the date of

recording of this Declaration. Expansion shall be effected by the recording of an amendment to this Declaration and an amendment to the condominium plat. The amendment to this Declaration shall describe the additional property which is added to the condominium and shall set forth the new percentage interests of the unit owners in the common elements and the votes which each unit owner may cast in the condominium as expanded. The amendment to the plat shall set forth and include such detail and information concerning the new property and units as may be required by law.

Section 2.

Maximum Number of Units; Description of Property Reserved for Future Expansion. If Declarant elects to expand the condominium, there may be added, on the property described in Exhibit C, up to a maximum of 16 additional units in buildings of generally comparable quality and compatible design. If all of the property described in Exhibit B is not added to the condominium by the first amendment, such amendment shall describe the remaining property reserved for expansion and the maximum number of units which may be added by subsequent amendments.

Section 3.

Adjustment of Percentage Interests and Votes. The additional units and their owners and the common and limited common elements thereon shall be

subject to the provisions of the Declaration, the by-laws of the association, and the rules, regulations, decisions and resolutions in effect at the time of amendment. Upon the recording of an amendment expanding the condominium the percentage interests in the common elements, the liabilities for common expenses and the rights to common surpluses of each unit owner shall be equal to that fraction the numerator of which is one (1) and the denominator of which is the total number of units then subject to this Declaration as amended. There shall continue to be one (1) vote appurtenant to each unit in the condominium.

ARTICLE XII

PLANNED DEVELOPMENT AGREEMENT

The development of Eastbrook Estates Condominium by Declarant is subject to the terms of a Planned Development Agreement between Declarant and the City of Mequon which is binding upon all unit owners. A copy of the Planned Development Agreement shall be delivered to each purchaser of a unit as part of the disclosure materials furnished prior to closing. The terms and provisions of the Planned Development Agreement are incorporated into this Declaration as though fully set forth herein and the terms thereof shall be and are binding upon all unit owners in Eastbrook Estates Condominium,

their heirs, personal representatives, successors and assigns. In the event of a conflict between provisions of the by-laws and the provisions of the Planned Development Agreement, the provisions of the Planned Development Agreement shall control.

ARTICLE XIII

GENERAL PROVISIONS

Section 1. Enforcement. The association or any unit owner shall have the right to enforce by any proceeding at law or in equity, all covenants and restrictions now or hereafter imposed by the provisions of this Declaration. Failure by the association or by any unit owner to enforce any such covenant or restriction shall in no event be deemed a waiver of the right to do so thereafter. No unit owner shall have the right to commence suit for partition of the units and/or the common or limited common elements except in accordance with the provisions contained herein or in the Condominium Ownership Act.

Section 2. Severability. The invalidity of any of the provisions, covenants or restrictions contained herein as determined by a court of competent jurisdiction shall in no way affect any other provisions, covenants or restrictions contained herein.

Section 3. Amendment. Subject to and except as provided in Article XI relative to expansion of the condominium, this Declaration may be amended by the written consent of 75% of the unit owners and their mortgagees. No amendment shall become effective until a writing setting forth the amendment and signed by 75% of the unit owners and their mortgagees is recorded.

Section 4. Resident Agent for Condominium. The resident agent for the condominium and the person to receive service of process shall be Stuart Hoffman, 7925 North 76th Street, Milwaukee, Wisconsin 53223. The resident agent or his address may be changed by the association as provided by law. The resident agent for the condominium shall be the registered agent for the association.

Section 5. Future Easements. Declarant reserves the right to grant easements providing for access over, across and through the common elements to the City of Mequon or to any utility at any time prior to final completion of the construction of the condominium. All conveyances of units by Declarant and any mortgages thereon shall automatically be subordinated to such easements without the necessity of the unit owners or their mortgagees joining in or consenting to said easements; provided, however, that the granting of said

easements shall in no way interfere with the free and full enjoyment and use of any unit or any portion of the common or limited common elements.

Section 6.

Reservation of Access Rights. Declarant reserves a right of access over, across and through the common elements for the purposes of transporting construction materials and installing utilities and for other reasonable purposes related to the construction of buildings in connection with expansion of the condominium. No exercise of these rights by Declarant shall be deemed to constitute a trespass or a nuisance.

Section 7.

Easement to Trustees of Water Trust. Declarant hereby grants to the trustees of the Versailles Estates Water Trust, their successors, invitees, and licensees, a perpetual easement over, across and through the common elements for the purposes of constructing, maintaining, repairing, and replacing the well and water system servicing the condominium.

IN WITNESS WHEREOF, Versailles Estates, Ltd. has caused this Declaration to be executed by its duly authorized officers on this 27 day of SEPTEMBER, 1988.

VERSAILLES ESTATES, LTD., Declarant

By: [Signature]
Richard Rogge, President

By: [Signature]
Stuart Hoffman, Secretary

NO
CORPORATE
SEAL

STATE OF WISCONSIN)
) ss.
MILWAUKEE COUNTY)

Personally came before me this 27th day of September, 1988, Richard Rogge, President, and Stuart Hoffman, Secretary, of Versailles Estates, Ltd., to me known to be the persons who executed the foregoing declaration and to me known to be such officers of said corporation, and acknowledged that they executed the foregoing declaration as such officers as the deed of said corporation by its authority.



A handwritten signature in cursive script, reading "Robert B. Peregrine".

Robert B. Peregrine
Notary Public, State of Wisconsin
My commission is permanent.

This instrument was drafted by
and should be returned to:

ROBERT B. PEREGRINE and
DONALD V. KOZLOVSKY

of

PEREGRINE LAW OFFICES, S.C.
633 West Wisconsin Avenue
Milwaukee, Wisconsin 53203
Telephone: (414) 272-4833

CONSENT OF MORTGAGEE

Park Bank, with offices at
330 E. Kilbourn Ave., Milwaukee, Wisconsin, as the
mortgagee named in that certain mortgage executed by Versailles
Estates, Ltd. on May 20, 1988, and recorded in the Office of
the Register of Deeds for Ozaukee County, Wisconsin, on June 13,
1988, as Document No. 403923, hereby consents to said mortgagor's
execution of the foregoing Declaration of Condominium for
Eastbrook Estates Condominium and hereby acknowledges that the
above referred mortgage is in all respects subject to the
provisions of the above and foregoing declaration and the
provisions of the Condominium Ownership Act, Chapter 703, Stats.

IN WITNESS WHEREOF, Park Bank has caused
this consent to be executed by its duly authorized officers on
this 29th day of September, 1988.

By: Thomas J. Schultz
Thomas J. Schultz

By: Julie A. Anheuser
Julie A. Anheuser

STATE OF WISCONSIN)
) ss.
MILWAUKEE COUNTY)

Personally came before me this 29th day of September,
1988, Thomas J. Schultz, Assistant Vice President Julia A. Anheuser,
Assistant Vice President, of Park Bank to me known
to be the persons who executed the foregoing instrument and to me
known to be such officers of said corporation, and acknowledged
that they executed the foregoing instrument as such officers as
the deed of said corporation by its authority.

Kyrle Ougenorth
Kyrle Ougenorth
Notary Public, State of Wisconsin
My commission expires 8/5/90

EXHIBIT A

EASTBROOK ESTATES CONDOMINIUM
Ozaukee County, Wisconsin

INITIAL CONDOMINIUM-LEGAL DESCRIPTION

THAT PART OF PARCEL 2 OF CERTIFIED SURVEY MAP NO. 1989, BEING A REDIVISION OF PARCEL 1 OF CERTIFIED SURVEY MAP RECORDED AS DOCUMENT NO. 259914 IN VOLUME 2 PAGE 533, A PART OF THE NE 1/4 AND SE 1/4 OF SECTION 19 AND LANDS IN THE SE 1/4 OF THE NE 1/4 OF SECTION 19, T 9 N, R 22 E, IN THE CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN, WHICH IS BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 19; THENCE NORTH 00° 01' 50" EAST ALONG THE EAST LINE OF THE NE 1/4 OF SAID SECTION 332.80 FT. TO A POINT; THENCE NORTH 89° 11' 16" WEST 562.49 FT. TO THE NORTHEAST CORNER OF SAID PARCEL 2; THENCE SOUTH 00° 04' 13" EAST 332.48 FT. TO THE POINT OF BEGINNING OF THE LAND TO BE DESCRIBED;

THENCE SOUTH 12° 18' 54" EAST 241.57 FT. TO A POINT; THENCE NORTHWESTERLY 57.50 FT. ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTH WHOSE RADIUS IS 165.00 FT. AND WHOSE CHORD BEARS NORTH 52° 18' 12" WEST 57.21 FT. TO A POINT;

THENCE NORTHWESTERLY 212.12 FT. ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTH WHOSE RADIUS IS 385.00 FT. AND WHOSE CHORD BEARS NORTH 58° 06' 12" WEST 209.45 FT. TO A POINT; THENCE NORTH 24° 32' 29" EAST 117.86 FT. TO A POINT;

THENCE SOUTH 82° 10' 31" EAST 123.77 FT. TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL CONTAINS 0.6202 ACRES.

THAT PART OF PARCEL 2 OF CERTIFIED SURVEY MAP NO. 1989, BEING A REDIVISION OF PARCEL 1 OF CERTIFIED SURVEY MAP RECORDED AS DOCUMENT NO. 259914 IN VOLUME 2 PAGE 533, A PART OF THE NE 1/4 AND SE 1/4 OF SECTION 19 AND LANDS IN THE SE 1/4 OF THE NE 1/4 OF SECTION 19, T 9 N, R 22 E, IN THE CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN, WHICH IS BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 19; THENCE SOUTH 00° 02' 57" EAST 166.39 FT. TO A POINT; THENCE NORTH 89° 11' 09" WEST 331.24 FT. TO THE POINT OF BEGINNING OF THE LAND TO BE DESCRIBED;

THENCE SOUTH 00° 02' 36" EAST 166.36 FT. TO A POINT; THENCE NORTH 89° 10' 42" WEST 993.77 FT. TO A POINT;

THENCE NORTH 00° 01' 28" WEST 332.46 FT. TO A POINT; THENCE NORTH 00° 02' 12" WEST 163.89 FT. TO A POINT;

THENCE SOUTH 62° 50' 00" EAST 154.78 FT. TO A POINT; THENCE DUE EAST 248.00 FT. TO A POINT;

THENCE DUE SOUTH 126.00 FT. TO A POINT; THENCE DUE WEST 50.00 FT. TO A POINT; THENCE SOUTHEASTERLY 151.51 FT. ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTHEAST WHOSE RADIUS IS 105.00

FT. AND WHOSE CHORD BEARS SOUTH 41° 20' 14" EAST 138.70 FT. TO A POINT;
THENCE SOUTHEASTERLY 235.95 FT. ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHEAST WHOSE RADIUS IS 335.00 FT. AND WHOSE CHORD BEARS SOUTH 62° 29' 49" EAST 231.10 FT. TO A POINT; THENCE EASTERLY 359.14 FT. ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTH WHOSE RADIUS IS 215.00 FT. AND WHOSE CHORD BEARS NORTH 89° 49' 35" EAST 318.82 FT. TO A POINT; THENCE NORTHEASTERLY 75.75 FT. ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTHWEST WHOSE RADIUS IS 286.50 FT. AND WHOSE CHORD BEARS NORTH 34° 23' 55" EAST 75.53 FT. TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL CONTAINS 5.3150 ACRES.

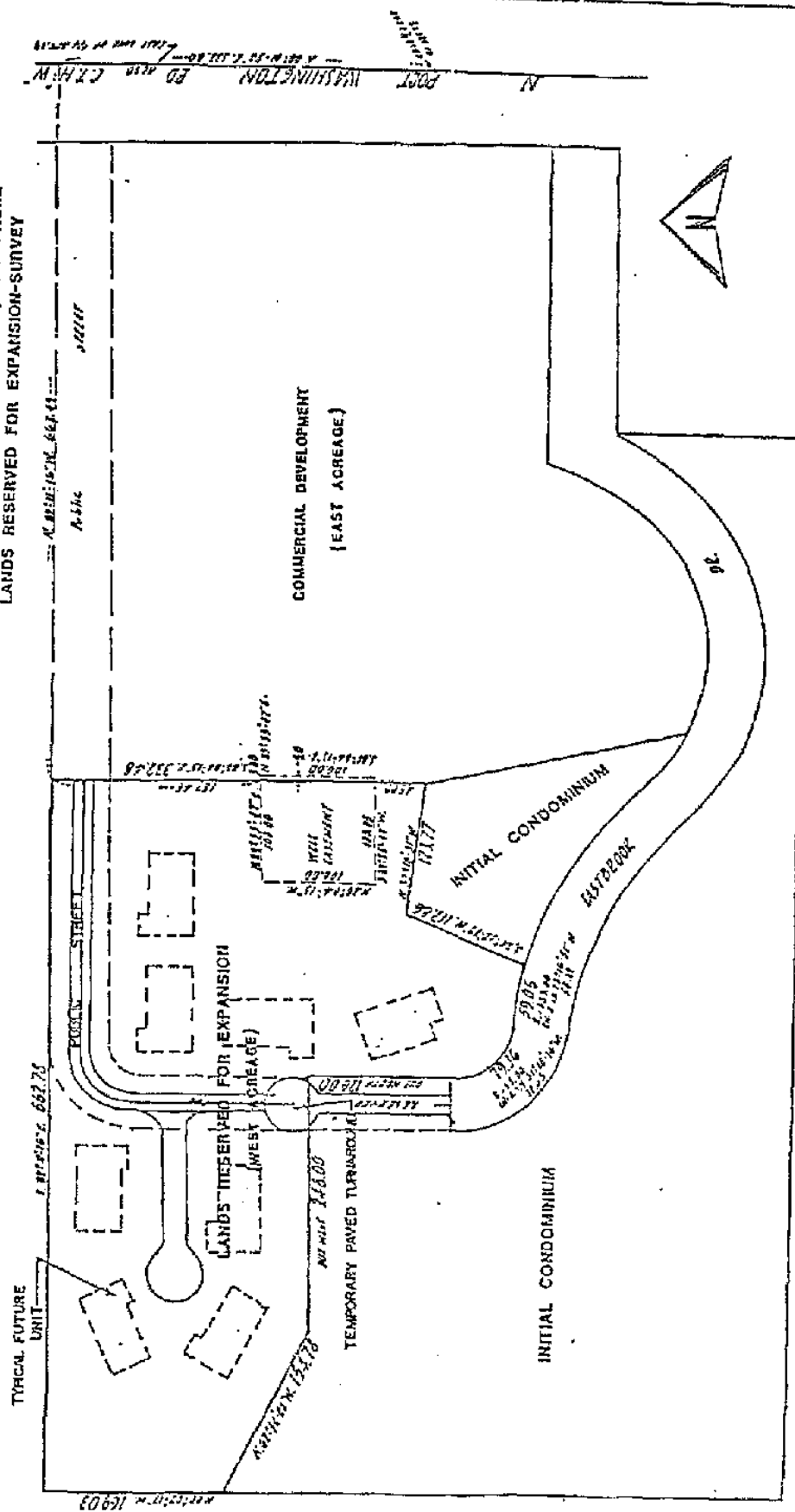
SEPTEMBER 23, 1988

SURVEY NO. 145572-E

[illegible]

Kenneth E. Kenesline
PRESIDENT & BOARD, DISTRICTS UNITED
AND SOUTHERN
FEDERATION OF FARM AREAS UNION,
1960A
JAN 18 1971
LAND

EASTBROOK ESTATES CONDOMINIUM
CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN
LANDS RESERVED FOR EXPANSION-SURVEY



EASTBROOK ESTATES CONDOMINIUM
CITY OF MEQUON, OZAUXEE COUNTY, WISCONSIN
INITIAL CONDOMINIUM - LEGAL DESCRIPTION

THAT PART OF PARCEL 2 OF CERTIFIED SURVEY MAP NO. 1963, BEING A REVISION OF PARCEL 1 OF CERTIFIED SURVEY MAP RECORDED AS DOCUMENT NO. 259911 IN VOLUME 2 PAGE 533, A PART OF THE 1/4 AND SE 1/4 OF SECTION 19 AND T2S R. 22 E. IN THE CITY OF MEQUON, OZAUXEE COUNTY, WISCONSIN, WHICH IS BOUNDARY AND DESCRIBED AS FOLLOWS:

CLIPPING AT THE EAST 1/4 CORNER OF SAID SECTION 19, THENCE NORTH 60° 01' 30" EAST ALONG THE EAST LINE OF THE NE 1/4 OF SAID SECTION 311.40 FT. TO A POINT, THENCE NORTH 83° 11' 16" WEST 582.49 FT. TO THE INTERSECTION CORNER OF SAID PARCELS 2, THENCE SOUTH 00° 04' 13" EAST 311.48 FT. TO THE POINT OF BEGINNING OF THE 1963 TO BE DESCRIBED.

THENCE SOUTH 12° 18' 54" EAST 241.57 FT. TO A POINT, THENCE NORTHEAST 57.56 FT. ALONG THE AC OF A CURVE HAVING CENTER LIES TO THE NORTH HAVING RADIUS 151.00 FT. AND HAVING CHORD BEARS NORTH 32° 18' 17" WEST 57.21 FT. TO A POINT, THENCE NORTHEAST 211.12 FT. ALONG THE AC OF A CURVE HAVING CENTER LIES TO THE SOUTH HAVING RADIUS 105.00 FT. AND HAVING CHORD BEARS NORTH 34° 06' 12" WEST 205.65 FT. TO A POINT, THENCE NORTH 71° 37' 28" EAST 117.84 FT. TO A POINT, THENCE SOUTH 62° 10' 11" EAST 123.31 FT. TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL CONTAINS 0.4303 ACRES.

THAT PART OF PARCEL 3 OF CERTIFIED SURVEY MAP NO. 1963, BEING A REVISION OF PARCEL 1 OF CERTIFIED SURVEY MAP RECORDED AS DOCUMENT NO. 259911 IN VOLUME 2 PAGE 533, A PART OF THE 1/4 AND SE 1/4 OF SECTION 19 AND T2S R. 22 E. IN THE CITY OF MEQUON, OZAUXEE COUNTY, WISCONSIN, WHICH IS BOUNDARY AND DESCRIBED AS FOLLOWS:

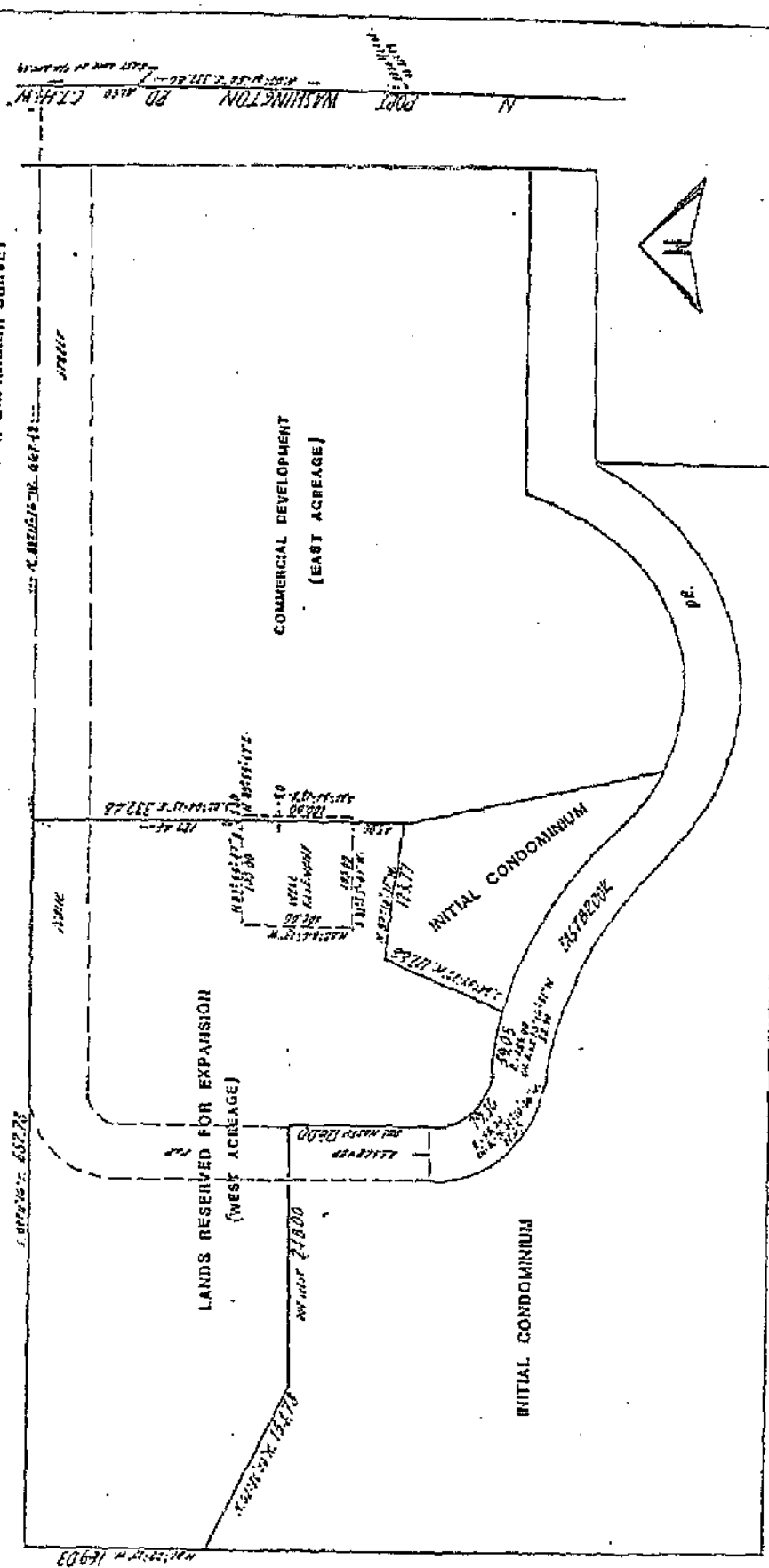
CLIPPING AT THE EAST 1/4 CORNER OF SAID SECTION 19, THENCE SOUTH 00° 04' 13" EAST 311.48 FT. TO A POINT, THENCE NORTH 83° 11' 16" WEST 582.49 FT. TO THE INTERSECTION CORNER OF SAID PARCELS 2, THENCE SOUTH 00° 04' 13" EAST 311.48 FT. TO THE POINT OF BEGINNING OF THE 1963 TO BE DESCRIBED.

THENCE SOUTH 12° 18' 54" EAST 241.57 FT. TO A POINT, THENCE NORTHEAST 57.56 FT. ALONG THE AC OF A CURVE HAVING CENTER LIES TO THE NORTH HAVING RADIUS 151.00 FT. AND HAVING CHORD BEARS NORTH 32° 18' 17" WEST 57.21 FT. TO A POINT, THENCE NORTHEAST 211.12 FT. ALONG THE AC OF A CURVE HAVING CENTER LIES TO THE SOUTH HAVING RADIUS 105.00 FT. AND HAVING CHORD BEARS NORTH 34° 06' 12" WEST 205.65 FT. TO A POINT, THENCE NORTH 71° 37' 28" EAST 117.84 FT. TO A POINT, THENCE SOUTH 62° 10' 11" EAST 123.31 FT. TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL CONTAINS 0.4303 ACRES.

SECTION 21, 1963

SURVEY NO. 145372-E

EASTBROOK ESTATES CONDOMINIUM
CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN
LANDS RESERVED FOR EXPANSION-SURVEY



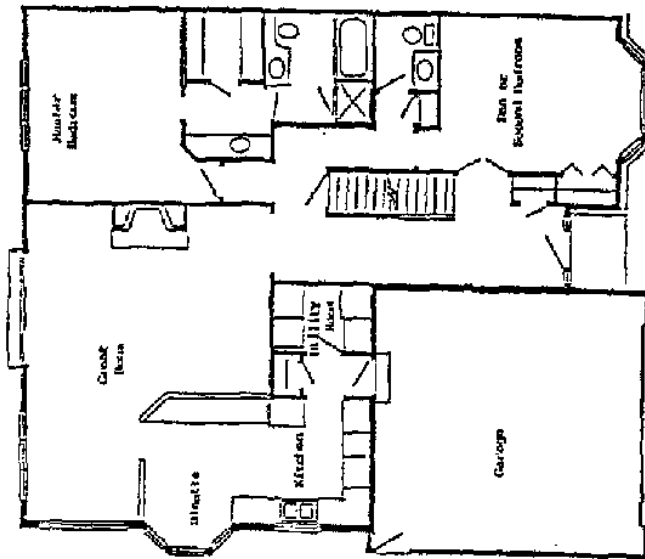
EASTBROOK ESTATES CONDOMINIUM

THAT PART OF PARCEL 2 OF CERTIFIED EASEWAY MAP NO. 1989, BEING A REDIVISION OF PARCEL 1 OF CERTIFIED EASEWAY MAP NO. 159994 IN WARDEN 2 PAGE 51), A PART OF THIS NB 1/4 AND SE 1/4 OF SECTION 19 AND EAS 1/4 OF THE NE 1/4 OF SECTION 19,

13-2135P1 CAR ADAPTS

PARTIAL EXISTING CONDITIONS
 Dashed Lines, Windows in

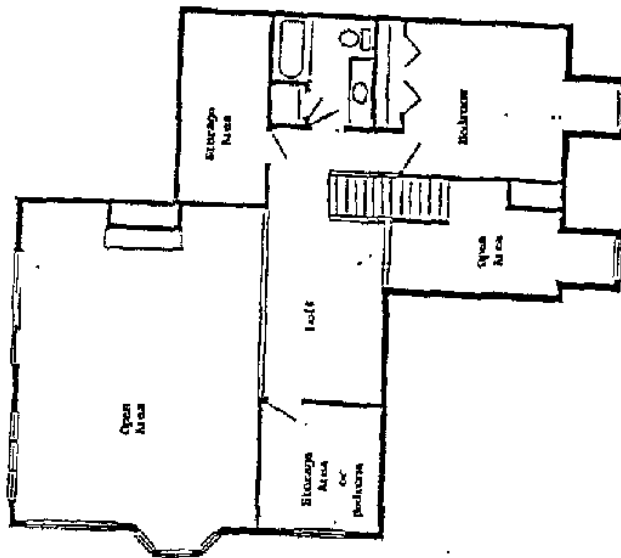
Type A Multi-Unit Floor



SHEET 7 OF 13

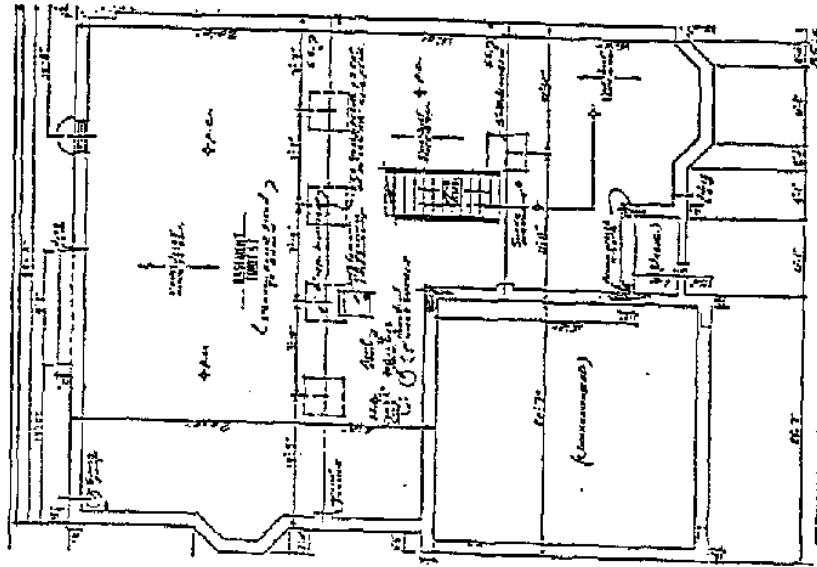
EASTWICK ESTATES CEMETERY
 DuPage County, Illinois

Type A Half-Second Floor



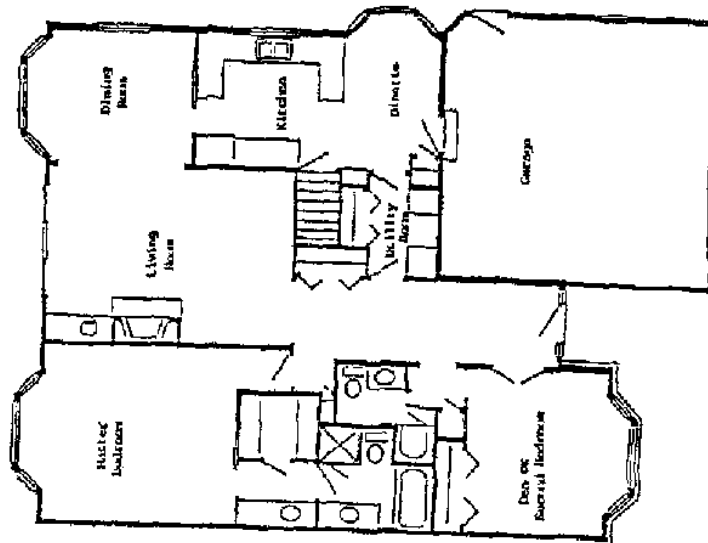
SHEET 8 OF 13

FIGURE ESTATES CONFINEMENT
 Glading, Daily, Minimum in
 Type A Unit-statement



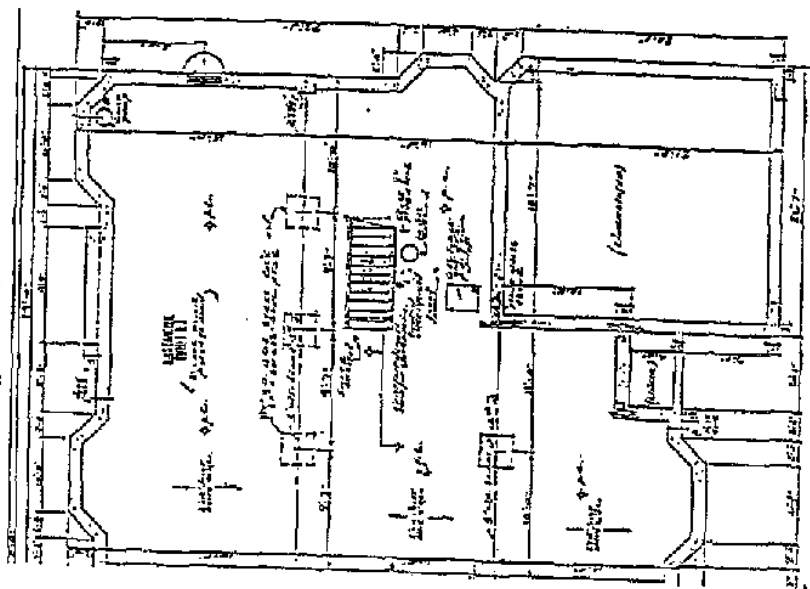
SHEET 9 OF 13

EASTBROOK ESTATES CHITENDEN
 DUNBAR COUNTY, MINNESOTA
 The B Unit-First Floor



SHEET 10 OF 13

EASTWICK ESTATES GYMNASIUM
 DeKalb County, Missouri
 Type B Unit-Basement



SHEET 11 OF 13

EASTBROOK ESTATES CONDOMINIUM
Crawford County, Wisconsin

CERTIFICATION OF SURVEYOR

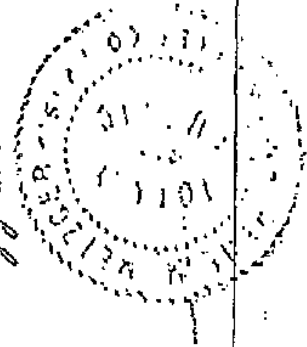
I, Kenneth E. Becker, a registered land surveyor, authorized to practice that profession in the State of Wisconsin, do hereby certify that there is shown in the foregoing Condominium Plat of Eastbrook Estates Condominium a correct representation of the property comprising Eastbrook Estates Condominium as described in the Declaration of Condominium of said condominium and that the identification and location of each unit and the common and limited common elements can be determined from said plat. .

Kenneth E. Becker
Kenneth E. Becker

STATE OF WISCONSIN } ss.
COUNTY OF MILWAUKEE }

Personally came before me this 22nd day of September, 1988, the above named Kenneth E. Becker, to me known as the person who executed the foregoing instrument, and acknowledged the same.

[Signature]
Notary Public, State of Wisconsin
My commission expires 12/31/92



SHEET 13 OF 13

EXHIBIT C

EASTBROOK ESTATES CONDOMINIUM
Ozaukee County, Wisconsin

LEGAL DESCRIPTION OF PROPERTY
RESERVED FOR EXPANSION OF CONDOMINIUM

THAT PART OF PARCEL 2 OF CERTIFIED SURVEY MAP NO. 1989, BEING A REDIVISION OF PARCEL 1 OF CERTIFIED SURVEY MAP RECORDED AS DOCUMENT NO. 259914 IN VOLUME 2 PAGE 533, A PART OF THE NE 1/4 AND SE 1/4 OF SECTION 19 AND LANDS IN THE SE 1/4 OF THE NE 1/4 OF SECTION 19, T 9 N, R 22 E, IN THE CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN, WHICH IS BOUNDED AND DESCRIBED AS FOLLOWS:
COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 19;
THENCE NORTH 00° 01' 50" EAST ALONG THE EAST LINE OF THE NE 1/4 OF SAID SECTION 332.80 FT. TO A POINT;
THENCE NORTH 89° 11' 16" WEST 662.49 FT. TO THE NORTHEAST CORNER OF SAID PARCEL 2, BEING THE POINT OF BEGINNING OF THE LAND TO BE DESCRIBED;
THENCE SOUTH 00° 04' 13" EAST 332.48 FT. TO A POINT;
THENCE NORTH 82° 10' 31" WEST 123.77 FT. TO A POINT;
THENCE SOUTH 24° 32' 29" WEST 117.86 FT. TO A POINT;
THENCE WESTERLY 59.05 FT. ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTH WHOSE RADIUS IS 385.00 FT AND WHOSE CHORD BEARS NORTH 78° 16' 51" WEST 58.99 FT. TO A POINT;
THENCE NORTHWESTERLY 79.36 FT ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTHEAST WHOSE RADIUS IS 55.00 FT AND WHOSE CHORD BEARS NORTH 41° 20' 14" WEST 72.65 FT. TO A POINT;
THENCE DUE NORTH 126.00 FT. TO A POINT;
THENCE DUE WEST 248.00 FT. TO A POINT;
THENCE NORTH 62° 50' 00" WEST 154.78 FT. TO A POINT;
THENCE NORTH 00° 02' 12" WEST 169.03 FT. TO A POINT;
THENCE SOUTH 89° 11' 16" EAST 662.78 FT. TO THE POINT OF BEGINNING.

September 23, 1988

Survey No. 145572-E1

Articles of agreement made and entered into this 14th day of June 1988, by and between Versailles Estates Ltd., hereinafter, called the Developer, and the City of Mequon, a municipal corporation of Ozaukee County, Wisconsin, hereinafter called the City.

WITNESSETH:

15-019-04-003.00

15-019-13-001.00

WHEREAS, the Developer desires to improve and develop certain lands located in the Southeast Quarter of Section 19, Township 9N, Range 22, East, as described on attached Exhibit A, and for that purpose requires the installation of certain public improvements, and

WHEREAS, the Plan Commission did, on October 28, 1987, grant concept approval to the proposed development plan, and

WHEREAS, the City Engineer did on Nov. 18, 1987, submit the City Engineer's report, attached hereto as Exhibit B identifying the public improvements and other conditions necessary to this development, and

WHEREAS, Section 236.13(2) of the Wisconsin Statutes and Section 3.06 of the Mequon Code of Ordinances provide that as a condition of approval, the City of Mequon shall require that the developer make and install or have made and have installed, any improvements reasonably necessary, and

WHEREAS, the Public Works schedule and budget of the City does not now include the said improvements for the said development, and normally there would be a considerable delay in the installation of said improvements unless the instant agreement were entered into, and

RECORDED

1988 JUL 29 AM 11:00

REGISTER OF DEEDS
OZAUKEE COUNTY, WI

WHEREAS, the City believes that the orderly, planned development of said lands will best promote the health, safety and general welfare of the community.

NOW, THEREFORE, in consideration of the payment of One Dollar (\$1.00) and other good and valuable consideration to each in hand paid by the other, receipt of which is hereby acknowledged, and in consideration of the mutual covenants herein contained, the parties agree:

1. The area to be improved shall consist of that area designated as Chateau Park in the proposed development plan granted concept approval by the Plan Commission.

2. Preliminary condominium plat approval was granted by the Planning Commission on November 23, 1987.

3. The improvements required shall be as described on Exhibit B.

4. The Developer will, at his expense, have plans and specifications prepared for the aforesaid improvements and such plans and specifications shall be submitted to the City Engineer for his approval. The plans and specifications to be submitted are indicated in Exhibit C.

5. The Developer will contract for and have performed, at his expense, all of the improvements as described in Exhibit B. The City, as a condition of final certified survey map approval, will require that copies of lien waivers from all contractors and/or material suppliers performing work or supplying materials for the installation of these improvements be filed with the City.

5. The Developer will pay for all costs incurred by the City in the review of the engineering plans, inspection of the construction of the improvements, installation of street signs, and any other costs that may be incurred by the City in the installation of the improvements for this development. The Developer will pay the costs above enumerated within thirty (30) days after being billed by the City. Billing will be made periodically and/or monthly as the improvements are completed and as costs are incurred. Full cost will include labor, equipment, materials, engineering, inspection and overhead costs incidental to said work. Past due amounts on invoices generated by the City are subject to a 1% penalty charge, computed from the date of the original invoice.

7. Upon certification by the City Engineer that all of the improvements enumerated in Exhibit B have been satisfactorily constructed or installed, inspected and found to be in compliance with City requirements, and that all other requirements of this agreement have been complied with, final certified survey map approval will be granted by the Common Council. If the City and the Developer have mutually agreed upon a phasing plan for the development, final certified survey map approval for each phase will be granted by the Common Council upon certification by the City Engineer that all requirements of this agreement pertinent to the phase in question have been complied with.

8. As a condition of final subdivision certified survey map, the Developer will make payment in full of all special assessments outstanding against the property described in Exhibit A. As of November 13, 1987, the following special assessments are outstanding against this property:

None

9. As of a condition of final subdivision certified survey map, the requirements of Section 3.08 of the Mequon Code of Ordinances pertaining to the required dedication of land for park, recreation and general open space needs generated by the development, or alternate methods in lieu of dedication, will be complied with in the following manner:

\$400 per new lot (16 new units) = \$6,400

10. The following special provisions shall apply:

- A. Easements are to be provided in the certified survey map for the use of the Wisconsin Electric Power Company, Wisconsin Telephone Company, Cable T.V. and other utilities for provision of services.
- B. Underground utility installations shall be made without any street pavement removal, unless otherwise specifically approved.
- C. Not more than 20 percent of the total number of potential building permits for principal structures proposed in the development may be issued prior to asphalt paving and shouldering the streets, and landscaping. The City Engineer shall have the right to designate which units will be included in the 20 percent. The developer agrees and understands that the transfer of title to any lot and/or dwelling unit in the development may not take place until after final certification by the City Engineer that the terms of this agreement have been complied with. No occupancy permit shall be issued nor shall any temporary occupancy be allowed prior to final certification by the City Engineer and final plat is approved and recorded.

- D. The title to all improvements and the land on which they stand, unless located within a dedicated public easement, shall be given in fee simple by the Developer to the City of Mequon, as provided by State Statutes, and without recourse, and free and clear of all encumbrances and with access provided from a dedicated street, where necessary.
- E. The improvements enumerated in Exhibit B shall be installed in strict accordance with the requirements of the City of Mequon and the City Engineer or his authorized representative, or as directed by said City Engineer; and shall be under and subject to constant inspection by the City Engineer or his representative.
- F. The Developer agrees that he shall be fully responsible for all improvement facilities and appurtenances thereto during the period of the improvement construction and that such damages as may occur to these facilities during this period shall be replaced or repaired by the subdivider.
- G. Those special provisions indicated on Exhibit D.

11. The Developer shall not be released or discharged of its obligations assumed under this contract until final inspection and approval of all improvements above enumerated has been granted by the City Engineer in writing.

12. The Developer hereby agrees that the costs and value of said improvements will become an integral value of the abutting lots and that no future lot assessment will be made on the behalf of the Developer.

13. Provisions of this agreement which may specify design criteria for required improvements are subject to change by the City Engineer, on a phase by phase basis, for the purpose of reflecting the most up-to-date design standards for required improvements. The design standards in effect at the time shall apply to all improvements.

14. Execution of this agreement shall be accepted by the City as adequate provision for improvements within the meaning of Section 236.13(2) of the Wisconsin Statutes.

15. This agreement shall be binding upon the heirs, successors, executors and assigns of the parties hereto.

FOR THE COMMON COUNCIL

Constance A. Pukate
Constance A. Pukate, Mayor

Louise M. Rzewtkowski
Louise M. Rzewtkowski
City Clerk

OWNERS -

Richard Rogge
Richard Rogge

Stuart Hoffman
Stuart Hoffman

STATE OF WISCONSIN)
 OZAUKEE COUNTY) SS.

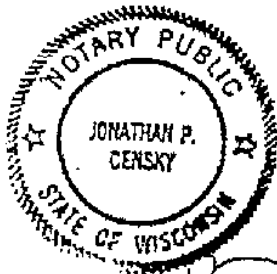
Personally came before me, this 21 day of July, 1988 the above named Constance A. Pukaite, Mayor and Louise M. Rzentkowski, City Clerk I me known to be the person who executed the foregoing instrument and acknowledged the same.



Jonathan P. Censky
 Notary Public, Ozauchee County, Wisconsin
 My Commission (expires) (is) 8/19/90

STATE OF WISCONSIN)
 OZAUKEE COUNTY) SS.

Personally came before me, this 15 day of June, 1988, the above named Richard Rogge and Stuart Hoffman, to me known to be the person who executed the foregoing instrument and acknowledged the same.



Jonathan P. Censky
 Notary Public, Ozauchee County, Wisconsin
 My Commission (expires) (is) 8/19/90

Approved by: R. A. Meyer

City Attorney

EXHIBIT A

DEVELOPMENT AGREEMENT

Development Title - Chateau Park

DESCRIPTION OF AREA INCORPORATED IN THE SAID DEVELOPMENT:

Part of the NE 1/4 and SE 1/4 of Section 19 and lands in the SE 1/4 of the NE 1/4 of Section 19, T 9N, R 22 E, in the City of Mequon, Ozaukee County, Wisconsin, which is bounded and described as follows:

Beginning at the Northeast corner of the SE 1/4 of Section 19;
 Thence South $00^{\circ} 02' 57''$ East 166.39 ft. to a point;
 Thence North $89^{\circ} 11' 09''$ West 331.24 ft. to a point;
 Thence South $00^{\circ} 02' 36''$ East 156.36 ft. to a point;
 Thence North $89^{\circ} 10' 42''$ West 993.77 ft. to a point;
 Thence North $00^{\circ} 01' 28''$ West 332.46 ft. to an angle point;
 Thence North $00^{\circ} 02' 12''$ West 332.92 ft. to a point;
 Thence South $89^{\circ} 11' 16''$ East 662.78 ft. to a point;
 Thence South $00^{\circ} 04' 13''$ East 332.48 ft. to a point;
 Thence South $12^{\circ} 18' 54''$ East 241.57 ft. to a point;
 Thence Northeasterly along a curved line with a radius of 165.00 ft. (long cord North $79^{\circ} 50' 33''$ West 202.58 ft.) 218.12 ft. to a point of tangent; Thence Northeasterly along another curved line with a radius of 236.50 ft. (long cord North $29^{\circ} 26' 57''$ east 102.56 ft.) 103.38 ft. to a point; Thence South $89^{\circ} 11' 09''$ east 295.61 ft. to a point; Thence North $00^{\circ} 02' 57''$ West 105.92 to a point; Thence South $89^{\circ} 11' 09''$ East 65.00 ft. to the point of beginning.

EXHIBIT B

CITY OF MEQUON

WISCONSIN

DEPARTMENT OF PUBLIC WORKS

ENGINEERING DIVISION

CITY ENGINEER'S REPORT

DEVELOPMENT TITLE: CHATEAU PARK PHASE I

The proposed development plans granted concept approval by the Planning Commission has been reviewed by the Engineering Division of the Department of Public Works and this report is hereby submitted in accordance with the procedural requirements established by the Common Council.

The following public works improvements and conditions are necessary:

1. Sanitary Sewer System

Installation of a sanitary sewer system designed to meet the ultimate needs of the development and all tributary areas, in accordance with the City's sanitary sewer system plan. Installation of one sanitary sewer lateral from the sanitary sewer main, to the building site for each structure.

2. Water Supply System

- a. Installation of a central water supply and distribution system adequate for the entire development based on a community well with mains, hydrants, valves and laterals to the building site for each structure.
- b. The well test shall commence prior to construction/installation of any on-site improvements. The City shall monitor the well test conducted by the owner's contractor. Approval to commence the on-site improvements will be at the discretion of the City Engineer.

3. Fire Protection Water Supply

Installation of a fire protection system to provide a minimum water supply of 500 gallons per minute for two hours. The type of system shall be approved by the Mequon Fire Chief.

Any fire protection system utilizing the water system must be designed to meet the appropriate requirements of regulating agencies and must be tested upon completion to verify quantity and pressure available.

4. Grading

- a. Rough grading as necessary to establish lot grades in accordance with future building grades, topsoiling, seeding and mulch as required to all exposed ground to prevent erosion.
- b. The developer shall provide separate detail and soils analysis by a competent Soils Engineer for areas requiring fill.

5. Storm Drainage System

- a. Installation and construction of a complete storm drainage system, including culverts curb and gutter, and open ditches as required to adequately drain the surface water from and through the subdivision. Erosion protection and minimum velocity design shall be provided for in the storm drainage system design. All areas adjacent to existing and proposed roadways shall be restored to conform with the standard roadway cross-section.
- b. Any pond or lake to be utilized for recreational or storm drainage retention purposes must be initially designed to accept drainage improvements as approved by the City Engineer or applicable regulating agencies. Design of the pond or lake, depth, inlet and outlet control must be approved by the City Engineer and applicable regulatory agencies. The developer shall submit a separate pond maintenance agreement, subject to approval by the City.
- c. Additional considerations will be required on all ditch slopes exceeding five percent (5%). All roadside ditches or drainage easements shall have a minimum one percent (1%) slope. Areas less than one percent (1%) will require further analysis. The City will require storm sewer/underdrain or other approved drainage systems.

6. Erosion and Runoff Control

- a. Installation and construction of improvements in the proposed development shall be done in conformance with the City in cooperation with the Ozaukee County Land Conservation Guidelines (SCS) and applicable Department of Natural Resources requirements, with respect to erosion and sedimentation control.
- b. The developer shall install the drainage system, including the roads (unpaved but with gravel surface), first. The swale and ditches shall be sodded or planted with fast growing grasses immediately after excavation. Straw, hay bales or silt fences shall be placed in the drainage system as sediment traps.

- c. Excavated soil shall not be allowed to be piled near the drainage system.
- d. The surface of exposed bare soils should be protected by mulches or by temporary annual grasses.
- e. The developer shall follow the guidelines issued by the Wisconsin DNR, the University of Wisconsin-Extension or Soil Conservation Service (SCS) for control of construction site erosion and pollution.

7. Streets

- a. Construction of a twelve (12) inch road base consisting of seven (7) inches of No. 2 crushed stone and five (5) inches of 3/4 inch TB, for all new streets. The initial surface shall consist of two and one-half inches (2 1/2") of bituminous binder course. The roads shall be constructed to the City's typical cross-section.
- b. An additional one and one-half (1 1/2") inch asphalt surface course is to be placed in three years, or at such time mutually agreed upon in writing between the developer and the City Engineer. The developer shall provide an estimate of the final surface course and shall escrow funds with the City Treasurer in an appropriate secured and insured instrument, approved by the Treasurer.
- c. Any interest drawn during the period prior to the final asphalt surfacing shall remain in the account. After the surfacing is completed, any overage in the escrow account will go to the developer. Should the money in the account be inadequate to defray the cost of surfacing, the developer shall make up any shortage of funds.

8. Miscellaneous

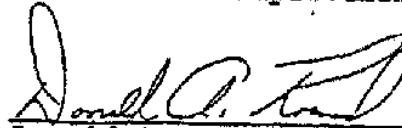
Street trees, not less than 1 1/2" diameter, at intervals of not more than 40' on all street frontage in the development including frontage on existing and new streets. The total number of trees required shall be determined on the basis of the total street frontage divided by 40 feet. The location and planting configuration can vary. Installation of street signs.

9. Inspection

The developer shall be responsible to reimburse the City for all costs involved in the inspection of the installation/-construction of improvements in the subdivision.

10. Special Provisions

Subdivision development process shall strictly conform to the conditions set forth in the Development Agreement. Request for final plat approval is subject to Engineering Department certification that all improvements required to be installed have been completed and approved. Escrow accounts will only be allowed for application of the final asphalt surface course, topsoiling/seeding/mulching, drainage ditches and installation of street trees. The City will not accept escrows in lieu of completion of the improvement prior to final plat approval.



Donald A. Roensch
City Engineer

Date: 4/2/88

11/87

EXHIBIT C
CITY OF MEQUON
WISCONSIN
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION
DEVELOPMENT AGREEMENT

DEVELOPMENT TITLE: CHATEAU PARK PHASE I

PLANS AND SPECIFICATIONS TO BE SUBMITTED TO THE CITY ENGINEER

1. Water Supply System

- A. Well plans, specifications and design calculations.
- B. Pump house plans, specifications and design calculations for pressure tank, pump, reservoir or standby well, as required.
- C. Water main plans, specifications and design calculations.
- D. Fire system plans and specifications to provide a minimum supply of 500 gallons per minute for two hours.

2. Streets

- A. Street plans including plan and profile view, road cross section and specifications. Plans to show any storm drainage details such as inlet and flow line elevations, locations and sizes.

3. Sanitary Sewer System

- A. Sanitary sewer plans, specifications, design calculations and copies of all sanitary sewer easements.
- B. Sanitary sewer system plan.
- C. All reports required by the Metropolitan Sewerage Commission, the State of Wisconsin and Southeast Regional Planning Commission.
- D. Separate sanitary sewer easements for each parcel as appropriate.

4. Grading and Drainage System

- A. Grading and drainage plan showing two foot contours for both existing and proposed grades, proposed house grades, culverts or storm sewers. Cross section and profiles of major drainageways and erosion protection as required, must be indicated on the plans and detailed.
- B. Drainage System Plan showing all tributary areas to the proposed subdivision drainage system and downstream analysis. Included on the system plan should be all proposed and existing drainage structures in the drainage system area.
- C. Building grade plan showing only minimum setback and offset dimensions, proposed building grades and driveway culvert sizes.
- D. Drainage easements must be shown by dimension and detailed cross section.
- E. A detailed plan and profile of any proposed pond or lake with inlet and outlet control shall be submitted as part of the development.

5. Miscellaneous

- A. Full scale mylar subdivision plat and reduced scale 1"=200'.
- B. Landscaping plan showing street trees, landscaping of open spaces.
- C. Plans showing any proposed recreational facilities.
- D. If the storm system design includes underground piping a set of utility plans showing all plan and profile views of sanitary, water and storm sewer shall be used and kept current during all phases of construction.
- E. Underground utility easements.

11/87

EXHIBIT D
DEVELOPMENT AGREEMENTDevelopment Title - CHATEAU PARK

As a condition of final approval of the plat, the Developer, in accordance with the requirements of Section 3.601 of the Mequon Code of Ordinances, will make payment in full of the following sewer connection charge \$3,200 (16 units (dwelling units) @\$200 per lot not served by sewer lines built or contracted by the City).

The title to the water supply system shall be given in fee simple to the City of Mequon, upon request, and without recourse, and free and clear of all encumbrances.

FIRST AMENDMENT TO
DECLARATION OF CONDOMINIUM

OF

EASTBROOK ESTATES CONDOMINIUM

Ozaukee County, Wisconsin

The condominium units created by this amendment
(Phase 2) are located at
11616-11632 North Eastbrook Drive,
1509-1515 West Eastbrook Drive, and
1612-1636 West Woodland Lane
Mequon, Wisconsin 53092

This instrument was drafted by
and should be returned to:

ROBERT B. PEREGRINE and
DONALD V. KOZLOVSKY

of

PEREGRINE LAW OFFICES, S.C.
633 West Wisconsin Avenue
Milwaukee, Wisconsin 53203
Telephone: (414) 272-4833

EASTBROOK ESTATES CONDOMINIUM

Ozaukee County, Wisconsin

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EXHIBITS

Exhibit A-1: Legal Description-Phase 2

Exhibit B-1: Second Amendment to Condominium Plat

FIRST AMENDMENT TO
DECLARATION OF CONDOMINIUM

OF

EASTBROOK ESTATES CONDOMINIUM

Ozaukee County, Wisconsin

WHEREAS, Eastbrook Estates Condominium was created and is existing under and by virtue of the Condominium Ownership Act, Chapter 703 of the Wisconsin Statutes, by virtue of the Declaration of Condominium of Eastbrook Estates Condominium ("the Declaration") dated September 27, 1988, and recorded in the Office of the Register of Deeds for Ozaukee County, Wisconsin, on December 28, 1988, in Vol. 634, pages 828-874, inclusive, as Document No. 411531; and

WHEREAS, Article XI of the Declaration reserved unto Versailles Estates, Ltd. ("the Declarant") the right to expand the condominium by subjecting certain additional property to the condominium form of ownership from time to time for a period not exceeding ten years from the date of recording of the Declaration; and

WHEREAS, the Declarant is desirous of expanding the initial condominium by adding Phase 2 which is comprised of all of the property heretofore reserved for such expansion;

NOW, THEREFORE, the Declarant hereby amends the Declaration as follows:

1. Article I of the Declaration is amended to subject the following additional property to the Condominium Ownership Act: See Exhibit A-1 attached hereto.

2. Article II, Section 1A is created to read as follows:

Description of Buildings-Phase 2. Phase 2 of the condominium shall consist of eight (8) buildings each containing two (2) units. Each building shall contain, at the Declarant's option, any combination of the Type A, Type B, or Type B-Alternate units. The location of each building in Phase 2 is set forth in the second amendment to the condominium plat which is attached hereto as Exhibit B-1 and which has been duly filed in the Office of the Register of Deeds for Ozaukee County, Wisconsin. Each building shall have the same features as set forth in Article II, Section 5 of the Declaration.

3. Article II, Section 2(a) is amended to provide that in Phase 2 the Type A unit may have an attached two or three car garage.

4. Article II, Section 2(b) is amended to provide that in Phase 2 the Type B unit may have an attached two or three car garage.

5. Article II, Section 2(c) is created to read as follows:

Type B-Alternate. A ranch type dwelling located entirely on one floor consisting of a kitchen, dinette, living room, dining room, master bedroom, den, second bedroom, utility room, two full baths, with fireplace, air conditioning, a basement situated beneath and connected to the unit by a fully contained stairway, and an attached two or three car garage.

6. The second paragraph of Article II, Section 2(b) is designated as Article II, Section 2(d) having a caption which reads "Floor Plans" and is amended to include the following additional provisions:

The floor plans for the Type B-Alternate unit are depicted in the second amendment to the condominium plat. The floor plans depicted for a Type B-Alternate unit assume the unit is to be located on the right-hand side of the building. If the Type B-Alternate unit is to be located on the left-hand side of the building, then the floor plans will be the mirror image of those depicted. Said floor plans depict the dinette as being above the kitchen. At the option of the purchaser, the location of said rooms may be reversed in which case the floor plans will be the mirror image of those depicted. Certain of the units, at the Declarant's option, may have access to the garages from the sides of the building as opposed to the front of the building in which case the floor plans will have the garage turned one-quarter turn to the left or the right as the case may be.

7. Article IV is amended to read as follows:

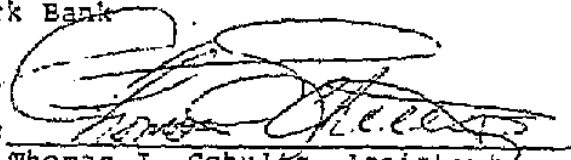
The ownership of each unit includes a 1/30 undivided interest in the common elements and the same shall automatically be conveyed with each unit.

CONSENT OF DECLARANT'S MORTGAGEE

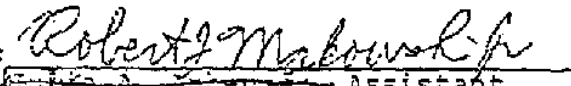
Park Bank, with offices at 330 East Kilbourn Avenue, Milwaukee, Wisconsin, as the mortgagee named in that certain mortgage executed by Versailles Estates, Ltd. on May 20, 1988, and recorded in the Office of the Register of Deeds for Ozaukee County, Wisconsin, on June 13, 1988, as Document No. 403923, hereby consents to said mortgagor's execution of the foregoing First Amendment to the Declaration of Condominium for Eastbrook Estates Condominium and hereby acknowledges that the above referenced mortgage is in all respects subject to the provisions of the above and foregoing declaration and the provisions of the Condominium Ownership Act, Chapter 703, Stats.

IN WITNESS WHEREOF, Park Bank has caused this consent to be executed by its duly authorized officers on this 28 day of June, 1989.

Park Bank

By: 

Thomas J. Schultz, Assistant
Vice President

By: 

Robert J. Makowski, Assistant
Vice President

STATE OF WISCONSIN)
) ss.
MILWAUKEE COUNTY)

Personally came before me this 28 day of June,
1989, Thomas J. Schultz, Assistant Vice President, and ~~Julie A. Robert~~
~~Iski, Jr.~~ ~~Laheuser~~, Assistant Vice President, of Park Bank to me known to be
the persons who executed the foregoing instrument and to me known
to be such officers of said corporation, and acknowledged that
they executed the foregoing instrument as such officers as the
deed of said corporation by its authority.

Mary Ann Kenzler
Mary Ann Kenzler
Notary Public, State of Wisconsin
My commission expires: 12-1-90

LEGAL DESCRIPTION-PHASE 2

SUMMIT MO. 145512-5-1

EASTBROOK ESTATES CONDOMINIUM

Ozaukee County, Wisconsin

SECOND AMENDMENT TO CONDOMINIUM PLAT

The units comprising Phase 2 are located at
11616-11632 North Eastbrook Drive,
1509-1515 West Eastbrook Drive, and
1612-1636 West Woodland Lane
Mequon, Wisconsin 53092

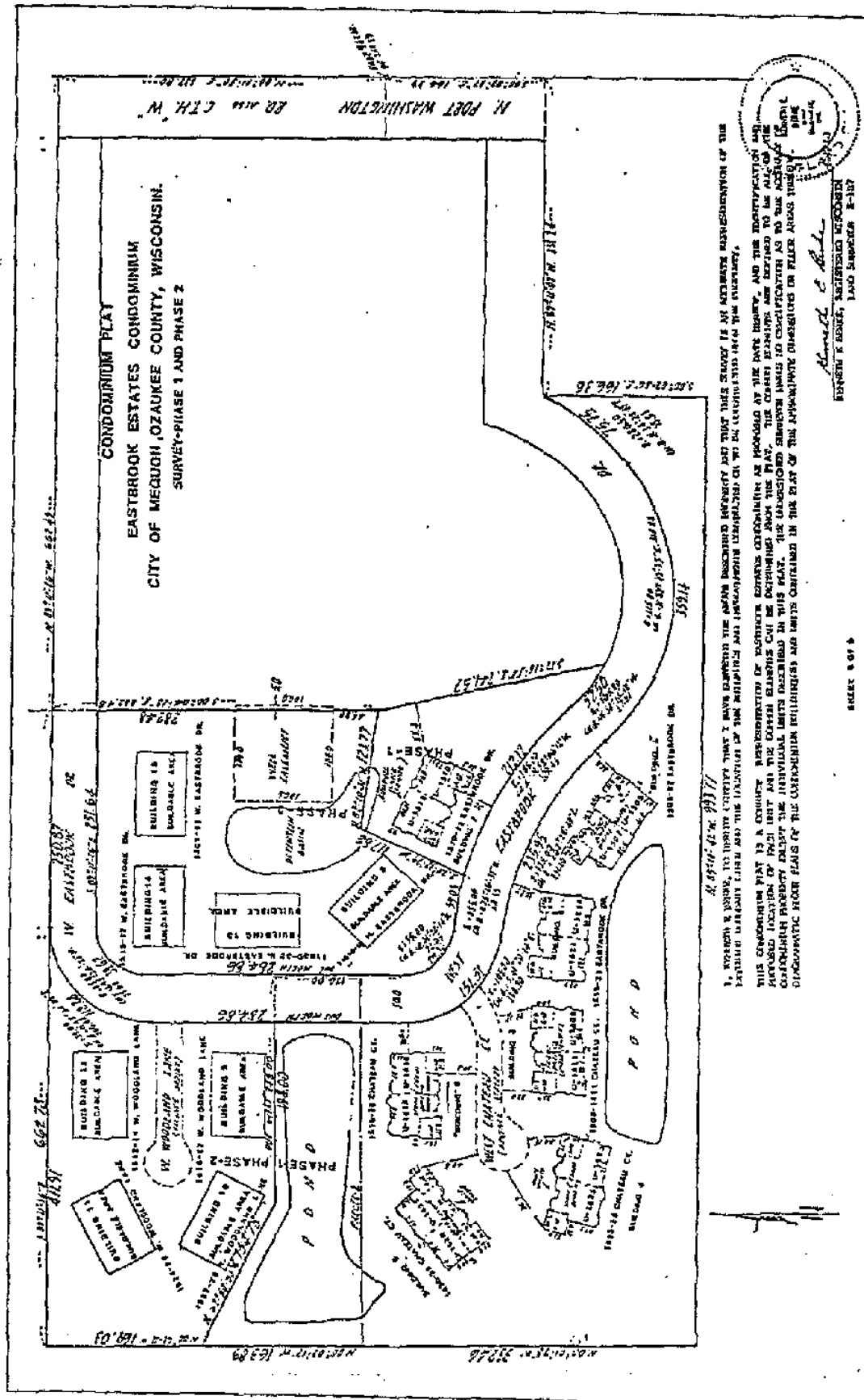
This instrument was drafted by
and should be returned to:

ROBERT B. PEREGRINE AND
DONALD V. KOZLOVSKY

of

PEREGRINE LAW OFFICES, S.C.
633 West Wisconsin Avenue
Milwaukee, Wisconsin 53203
Telephone: (414) 272-4833

SHEET 1 OF 9

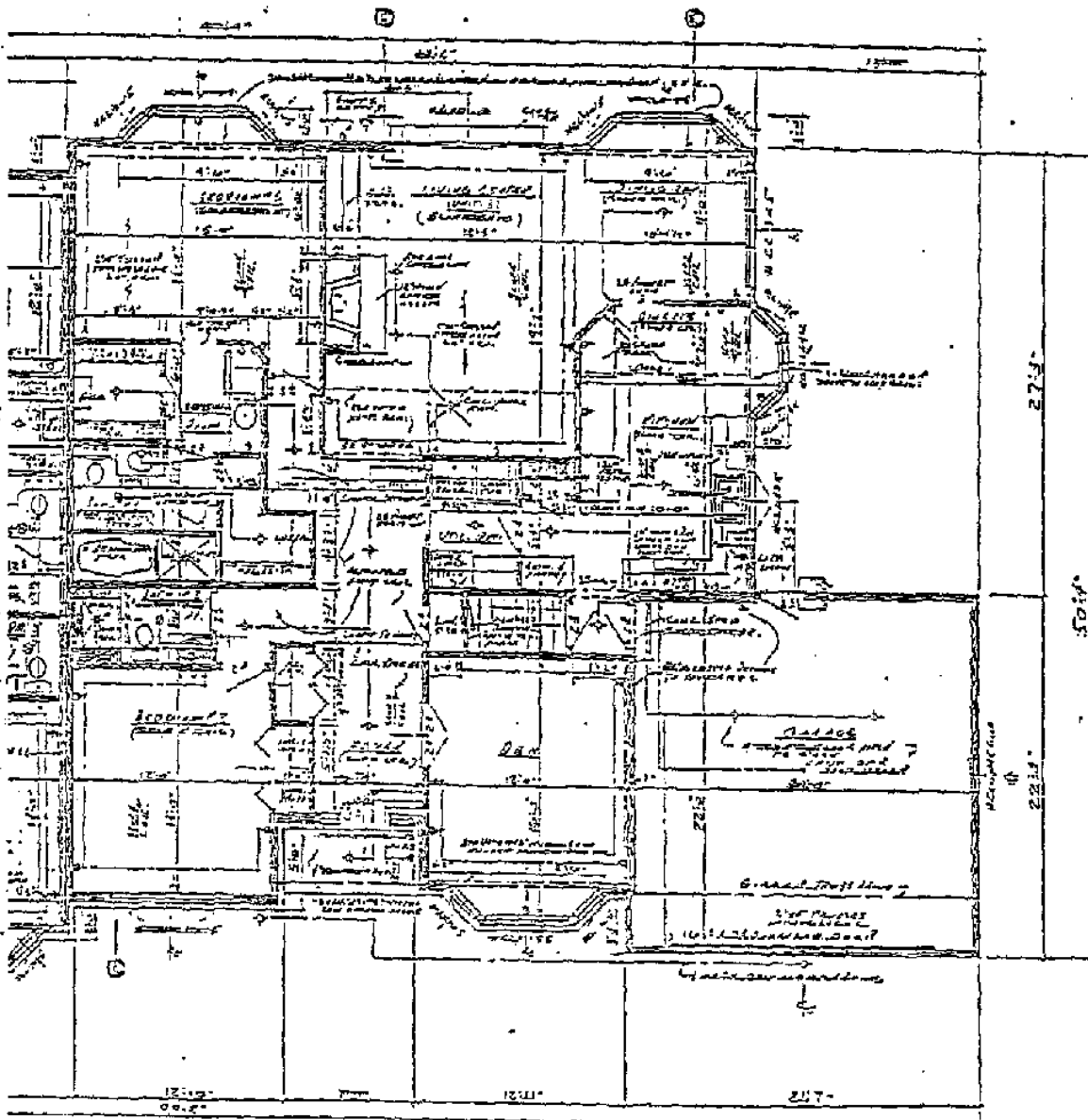


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SURVEY NO. 145512-5-1

EASTBROOK ESTATES CONDOMINIUM
Ozaukee County, Wisconsin

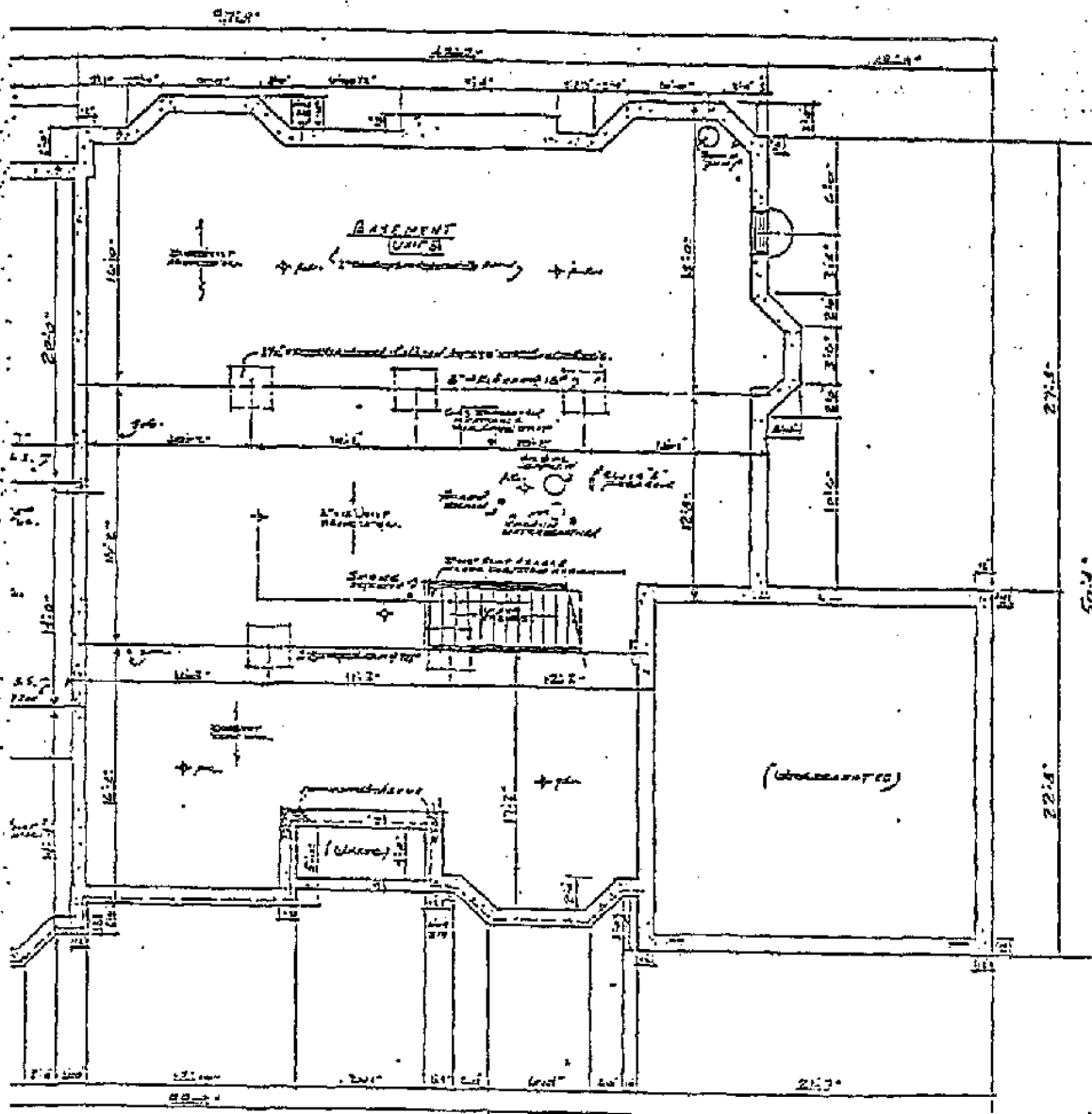
Type B-Alternate Unit-First Floor



Dimensions shown are not to exact scale and are subject to construction modifications.

EASTBROOK ESTATES CONDOMINIUM
Ozaukee County, Wisconsin

Type B-Alternate Unit-Basement



Dimensions shown are not to exact scale and are subject to construction modifications.

EASTBROOK ESTATES CONDOMINIUM

Ozaukee County, Wisconsin

ADDRESSES OF UNITS-PHASE 2

<u>Building</u>	<u>Unit</u>	<u>Street Address</u>
8	1	11618 North Eastbrook Drive Mequon, Wisconsin 53092
	2	11616 North Eastbrook Drive Mequon, Wisconsin 53092
9	1	1615 West Woodland Lane Mequon, Wisconsin 53092
	2	1617 West Woodland Lane Mequon, Wisconsin 53092
10	1	1627 West Woodland Lane Mequon, Wisconsin 53092
	2	1629 West Woodland Lane Mequon, Wisconsin 53092
11	1	1636 West Woodland Lane Mequon, Wisconsin 53092
	2	1634 West Woodland Lane Mequon, Wisconsin 53092
12	1	1614 West Woodland Lane Mequon, Wisconsin 53092
	2	1612 West Woodland Lane Mequon, Wisconsin 53092
13	1	11632 North Eastbrook Drive Mequon, Wisconsin 53092
	2	11630 North Eastbrook Drive Mequon, Wisconsin 53092
14	1	1515 West Eastbrook Drive Mequon, Wisconsin 53092
	2	1517 West Eastbrook Drive Mequon, Wisconsin 53092
15	1	1509 West Eastbrook Drive Mequon, Wisconsin 53092
	2	1511 West Eastbrook Drive Mequon, Wisconsin 53092

EASTBROOK ESTATES CONDOMINIUM

Ozaukee County, Wisconsin

AMENDMENT TO ADDRESSES OF UNITS-PHASE 1

With respect to Sheet 12 of 13 of the Condominium Plat for Eastbrook Estates Condominium filed in the Office of the Register of Deeds for Ozaukee County, Wisconsin, on December 28, 1988, in Vol. 2 of Condo Plats, Page 400, as Document No. 411533, said sheet is amended as follows:

The addresses for all of the units in Buildings 3, 4, 5, and 6 are amended to change the street name from "West Chateau Court" to "West Eastbrook Court."

The change in the street name is further depicted in the survey included in this Second Amendment to Condominium Plat. See Sheet 3 of 9.

EASTBROOK ESTATES CONDOMINIUM
GRANTEE COUNTY, WISCONSIN

CERTIFICATION OF SURVEYOR

I, Kenneth R. Butler, a registered land surveyor, authorized to practice that profession in the State of Wisconsin, do hereby certify that there is shown in the foregoing Second Amendment to the Condominium Plat of Eastbrook Estates Condominium a correct representation of the property comprising Phase 2 of Eastbrook Estates Condominium as depicted in the First Amendment to the Declaration of Condominium of said condominium and that the identification and location of each well and the common and limited common elements in Phase 2 can be determined from said plat.

Kenneth R. Butler
Kenneth R. Butler

STATE OF WISCONSIN }
MILWAUKEE COUNTY } ss.

Personally came before me this 24th day of *October*, 1989, the above named Kenneth R. Butler, to me known to be the person who executed the foregoing instrument, and acknowledged the same.

James H. Butler
Notary Public, State of Wisconsin
My commission expires *July 1, 1990*

AMENDMENT TO CONDOMINIUM PLAT
OF
EASTBROOK ESTATES CONDOMINIUM
Ozaukee County, Wisconsin

STATE OF WISCONSIN)
) ss.
MILWAUKEE COUNTY)

ROBERT B. PEREGRINE, being first duly sworn, on oath
deposes and says that:

1. I am the attorney for Eastbrook Estates
Condominium, a condominium duly created and existing by virtue of
that certain Declaration of Condominium recorded in the Office of
the Register of Deeds for Ozaukee County, Wisconsin, on
December 28, 1988, in Vol. 634, Pages 828-874, inclusive, as
Document No. 411531.

2. Due to a scrivener's error, sheet 5 of the
Condominium Plat for said condominium, which plat was filed in the
Office of the Register of Deeds for Ozaukee County, Wisconsin, on
December 28, 1988, in Vol. 2 of Condo Plats, Page 400, as Document
No. 411533, did not include, in general terms, the outlines of the
buildings and common elements that may be added to the condominium
on the lands reserved for expansion.

3. The Condominium Plat is, accordingly, hereby
amended to substitute the sheet attached hereto for sheet 5 of the
Condominium Plat.


Robert B. Peregrine

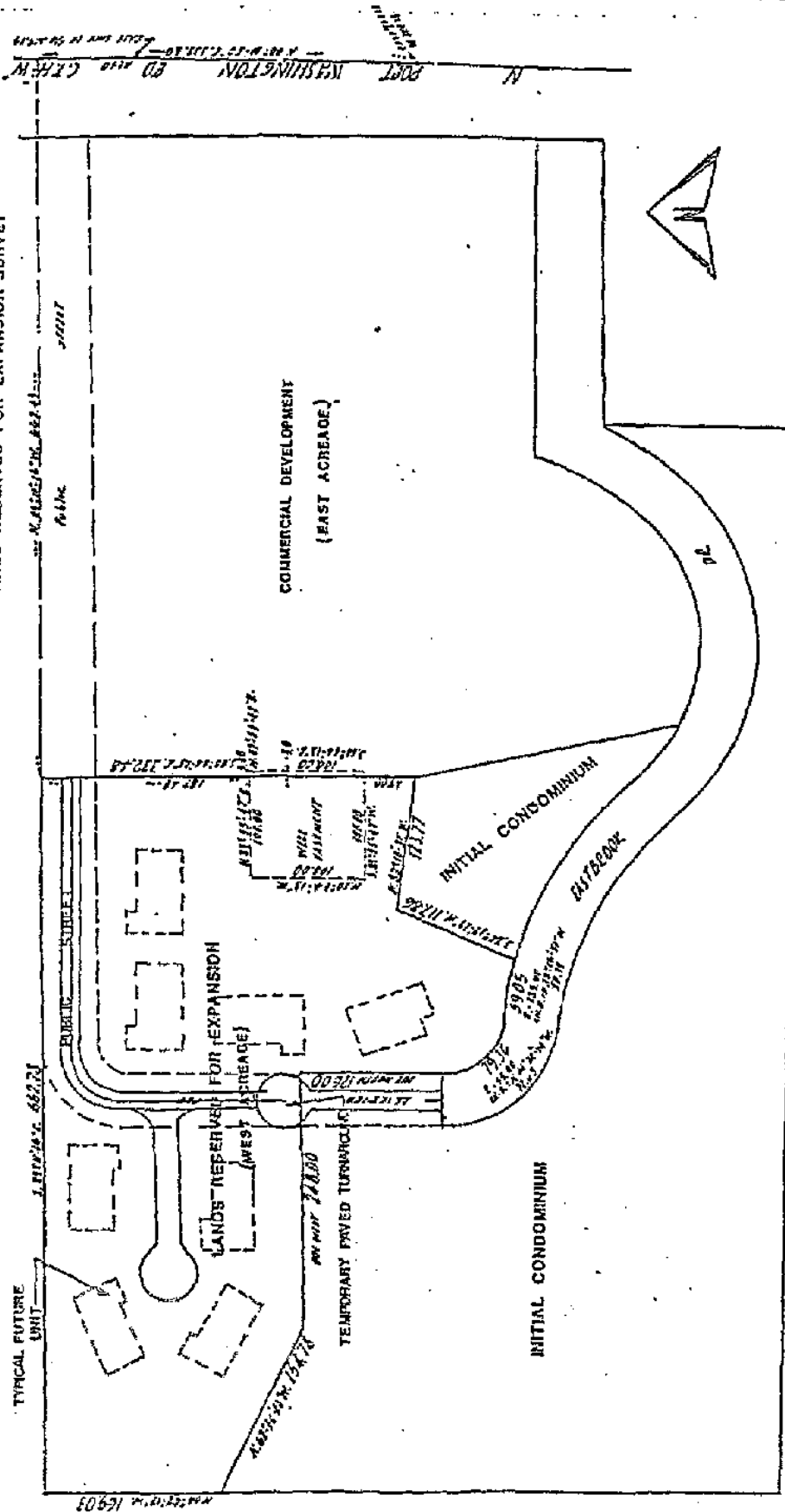
Subscribed and sworn to before me
this 2ND day of FEBRUARY, 1989.


Donald V. Kozlovsky
Notary Public, State of Wisconsin
My commission is permanent.



This affidavit was drafted by:
Robert B. Peregrine
PEREGRINE LAW OFFICES, S.C.
633 West Wisconsin Avenue
Milwaukee, WI 53203

EASTBROOK ESTATES CONDOMINIUM
CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN
LANDS RESERVED FOR EXPANSION-SURVEY



SHEET 8 OF 13

SHEET 2 OF 2

EASTBROOK ESTATES HOMES ASSOCIATION INC.

DISCLOSURE MATERIALS

SECTION C

BYLAWS

Exhibit 1

**AMENDED AND RESTATED
BY-LAWS
OF
EASTBROOK ESTATES HOMES ASSOCIATION, LTD.
OZAUKEE COUNTY, WISCONSIN**

These Amended and Restated By-Laws were approved by the Association at the Annual Eastbrook Estates Homes Association, Ltd. meeting dated July 16, 2000.

These Amended and Restated By-Laws supersede Eastbrook Estates Homes Association, Ltd.'s Amended and Restated By-Laws dated June 10, 1996 and the By-Laws drafted by Robert B. Peregrine and Donald V. Kozlowsky of Peregrine Law Offices, S.C., Milwaukee, Wisconsin.

AMENDED AND RESTATED
BY-LAWS
OF
EASTBROOK ESTATES HOMES ASSOCIATION, LTD.

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AMENDED AND RESTATED
BY-LAWS
OF
EASTBROOK ESTATES HOMES ASSOCIATION, LTD

ARTICLE I

NAME AND LOCATION

Section 1. Name. The name of the Association shall be the Eastbrook Estates Homes Association, Ltd., hereafter "the Association."

Section 2. Location. The principal office of the Association shall be the residence of the current president of the Association.

ARTICLE II

APPLICATION AND MEMBERSHIP

Section 1. Application. These by-laws, together with the Declaration of Condominium of Eastbrook Estates Condominium, hereafter "the Declaration," all amendments thereto, all rules and regulations adopted by the Association, and Chapter 703 of the Wisconsin Statutes, commonly known as the Condominium Ownership Act, as the same may be amended, renumbered or renamed from time to time, hereafter "the Act," shall apply to, govern and control the condominium property and any and all present or future unit owners, tenants, occupants and users. The acquisition, rental occupancy or use of the unit, as defined in the Declaration, shall be construed as acceptance and ratification of these by-laws by all such persons.

Section 2. Members. This corporation shall issue no stock, shall have one class of members, and the rights and qualifications of the members are as follows:

a. Unit Owner Members. Every unit owner, upon acquiring title to a unit under the terms of the Declaration shall automatically become a member of the Association and shall remain a member thereof until such time as his or her ownership of such unit ceases for any reason, at which time his or her membership in the Association shall automatically cease.

b. One Membership Per Unit. A unit owner shall be entitled to one membership for

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Section 2. Place of Meeting. Meetings of the Association shall be held at its principal place of business or such other suitable place convenient to the owners as may from time to time be designated by the board of directors.

Section 3. Annual Meetings. The annual meeting of the unit owners shall be held the second Monday in June of each year, or at such time as the Board of Directors may decide for the purpose of electing directors and transacting any other business.

Section 4 Special Meetings. It shall be the duty of the president to call a special meeting of the unit owners as directed by resolution of the Board of Directors or upon a petition signed by a majority of the unit owners and being presented to the secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at the special meeting except as stated in the notice unless by consent of a majority of the votes either in person or by proxy.

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

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

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

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

Section 8. Parliamentary Procedures. Except where inconsistent with these by-laws, meetings of the Association shall be conducted in accordance with the latest revised edition of "Robert's Rules of Order".

each unit owned, but 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 interest and by the same type of tenancy in which the title to the unit is held.

ARTICLE III

VOTING, MAJORITY OF OWNERS, QUORUM, PROXIES

Section 1. Voting. Every unit owner upon acquiring title to a unit shall automatically become a member of the Association and shall be entitled to one (1) vote. If a unit is owned by more than one person, the person entitled to cast the vote for the unit shall be designated by a certificate signed by all of the record owners of the unit and filed with the secretary of the Association. If the owners of a unit cannot agree on one person to vote, such unit owners shall have no vote until it complies with the preceding sentence. If a unit is owned by a corporation, a partnership, or other entity, the person entitled to cast the vote for the unit shall be designated by a certificate signed by a duly authorized officer of the corporation, a managing partner of the partnership, or other duly qualified person and filed with the secretary of the Association. All such certificates shall be valid until a change in the ownership of the unit. A certificate designating the person entitled to cast the vote of a unit may be revoked by the owners thereof at any time. There shall be no cumulative voting.

Section 2. Majority of Owners. As used in these by-laws, the term "majority of owners" shall mean more than fifty percent (50%) of all the votes entitled to be cast.

Section 3. Quorum. Except as otherwise provided in these by-laws, the presence in person or by proxy of a majority of owners shall constitute a quorum.

Section 4. Proxies. At all meetings of owners, each owner may vote in person or by written proxy. All proxies shall be revocable, in writing and filed with the Secretary before the appointed time of the meeting. Every proxy shall automatically cease upon conveyance by the owner of his or her unit and shall be valid only for the particular meeting or the time period designated thereon except that the proxy is effective for a maximum period of one hundred eighty (180) days unless sooner revoked.

ARTICLE IV

MEETINGS

Section 1. Roster of Unit Owners. The Association shall maintain a current roster of names and addresses of every unit owner to which notice of meetings of the Association shall be given. Each unit owner shall furnish the Association with his, and/or her, or its name and current mailing address. No unit owner may vote at the meeting of the Association until the foregoing information is furnished.

ARTICLE V

BOARD OF DIRECTORS

Section 1. Number and Qualifications. The affairs of the Association shall be governed by The Board of Directors composed of four (4) persons that are unit owners.

Section 2. Term of Office and Method of Election. The Board of Directors shall be elected by the unit owners. Directors shall be elected by a plurality vote. Each unit owner shall be entitled to vote for as many persons as there are Directors to be elected. Votes shall not be cumulative. The Unit Owner(s) receiving the highest number of votes shall be elected for a two (2) year term unless it is otherwise stated. All members of the Board of Directors shall hold their office until their respective successors have been elected and shall have qualified.

Section 3. Powers and Duties. The Board of Directors shall have the powers and the duties of administration of the condominium property and among other duties may carry out the following:

- a. Make, amend, and enforce (including enforcement through the establishment of a system of fines) rules and regulations respecting the operations, use and occupancy of the condominium property;
- b. Make and collect assessments from the unit owners in accordance with the provisions of the Declaration and expend said assessments for insurance, taxes, and utility services for maintenance, repair and operation of the common elements of the condominium, and for such other purpose as shall fall within the responsibility of the Association and general powers of the board;
- c. Execute contracts on behalf of the Association, employ necessary personnel, and carry out all functions and purposes necessary for the operation of the Association;
- d. Satisfy all liens against the condominium and pay all necessary expenses connected therewith;
- e. Employ a professional property manager, management company or managing agent on a salaried basis to perform such duties as the board shall authorize including but not limited to the duties listed in this section;
- f. Create committees, either standing or special, and fix the responsibility of each such committee;

g. Enforce by legal means, the provisions of the Condominium Ownership Act, Chapter 703, Wisconsin Statutes; the Declaration; the By-Laws; and any rules, regulations and penalties governing the use and operation of the Association and its' property;

h. Perform such other functions as required by law, the Declaration and these by-laws.

Section 4. Fees. No fee or other compensation shall be paid to any member of the Board of Directors at any time except by specific resolution of the members.

Section 5. Vacancies. Vacancies on the Board of Directors caused by any reason other than the removal of a director by a vote of the Association shall be filled by vote of the majority of the remaining directors, even if they constitute less than a quorum; and each person so elected shall be a director until a successor is elected at the next annual meeting of the Association.

Section 6. Removal of Directors. At any regular or special meeting duly called, any one or more of the directors elected by the unit owners may be removed, with or without cause, by a majority of owners. A successor may then and there shall be elected to fill the vacancy thus created. Any director whose removal has been proposed by the unit owners shall be given an opportunity to be heard at the meeting.

Section 7. Organization Meeting. The first meeting of a Board of Directors, after one or more directors have been newly elected, shall be held within ten (10) days of such election at such place as shall be fixed by the directors at the meeting at which such directors were newly elected, and no notice shall be necessary to the newly elected directors in order legally to constitute such meeting, provided a majority of the whole board shall be present. The outgoing president, if no longer an active Board member, may serve as a non-voting member for not more than one year.

Section 8. Regular Meetings. Regular meetings of the Board of Directors may be held at such times and place as shall be designated from time to time, by a majority of the directors. At least four (4) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each director, personally or by mail, or by telephone, at least three (3) days prior to the day named for such meeting.

Section 9. Special Meetings. Special meetings of the Board of Directors may be called by the president on three (3) days notice to each director, given personally or by mail, or telephone, which notice shall state the time, place (as herein above provided) and the purpose of the meeting. Special meetings of the Board of Directors shall be called by the president or secretary in like manner and on like notice on written request of at least two (2) directors.

Section 10. Waiver of Notice. Before or at 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 or her of the time and place thereof. If all the directors are present at any meeting of the board, no notice shall be required and any business may be transacted at such meeting.

Section 11. Board of Directors' Quorum. At all meetings of the Board of Directors, a quorum for the transaction of business shall be three (3) and the acts of the directors present at the meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the directors present may adjourn the meeting from time to time and provide notice of adjourned meeting to all directors. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 12. Fidelity Bonds. The Board of Directors may require that all officers and employees of the Association handling or responsible for funds of the Association furnish fidelity bonds. The premiums on such bonds shall be paid by the Association.

Section 13. Action Taken Without A Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE VI

OFFICERS

Section 1 Designation. The principal officers of the Association shall be a president, a vice president, a secretary and a treasurer, all of whom shall be elected by the Board of Directors. All principal officers must be unit owners or the duly appointed designee thereof. The directors may appoint an assistant treasurer and an assistant secretary, and such other officers as in their judgement maybe necessary.

Section 2. Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at the organization meeting of each board after one or more directors have been newly elected and shall hold office at the pleasure of the Board.

Section 3. Removal of Officers. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without a cause, and his successor elected at any regular meeting or at any such special meeting of the Board called for such purpose.

Section 4. President. The president shall be the chief executive officer of the Association, shall preside at all meetings of the Association and of the Board of Directors, and shall have all of the general powers and duties which are usually vested in the office of president, including, but not limited to, the power to appoint committees from among the unit owners from time to time as the

president may in his or her discretion decide is appropriate to assist in the conduct of the affairs of the Association.

Section 5. Vice President. The vice president shall take the place of the president and perform the president's duties whenever the president shall be absent or unable to act. If neither the president or the vice president is unable to act, the Board of Directors shall appoint another member of the Board to so act on an interim basis. The vice president shall also perform such other duties as shall from time to time be imposed by the Board of Directors.

Section 6. Secretary. The secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Association, shall have charge of such books and papers as the Board of Directors may direct, and shall in general perform all the duties incident to the office of secretary.

Section 7. Treasurer. The treasurer shall have the responsibility for the Association funds and securities and for keeping full and accurate financial records and books of account showing all receipts and disbursements and for the preparation of all required financial statements. The treasurer shall be responsible for the deposit of all monies and other valuable effects in the name of the Board of Directors, as may from time to time be designated by the Board of Directors and shall, in general, perform all the duties incident to the office of the treasurer.

Section 8. Agreements, Contracts, Deeds, Checks, Etc. All agreements, contracts, deeds, leases and other instruments of the Association shall be executed by any two elected officers of the Association, or by such other person(s) as may be designated by the Board of Directors. The treasurer and one elected officer shall be responsible for signing all checks over one thousand dollars (\$1,000.00) and the Board of Directors shall approve any transaction over five hundred dollars (\$500.00)

Section 9. Compensation. No officer shall receive compensation for services rendered to the Association unless the same be established by a resolution of the Board of Directors.

ARTICLE VII

LIABILITY OF DIRECTORS AND OFFICERS; INDEMNIFICATION

Section 1. 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 or her as a director or officer of the Association if such person (a) exercised and used the same degree of care and skill as prudent person would have exercised or used under the circumstances in the conduct of such 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 such person had reasonable grounds to believe to be true. The foregoing shall not be exclusive of other rights and defenses to which such person may be entitled as a matter of law.

Section 2. Indemnity of Directors and Officers. Every person who is or was a Director or officer of the Association or a member of a committee designated by the Board of Directors shall, together with their heirs, executors and administrators of such person, be defended and indemnified by the Association against all loss, cost, damages and expenses, including reasonable attorney fees if defense is not provided by the Association, asserted against, incurred by, or imposed upon such person in connection with or resulting from any claim, action, suit or proceeding, including criminal proceedings, to which such person is made or threatened to be made a party by reason of such person being or having been such director or officer, except as to matters as to which such person shall be finally adjudged in such action, suit or proceeding to be liable for 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 willful misconduct in the performance of such persons' 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 such persons' 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 no provisions in this Article XII shall be deemed to obligate the Association to indemnify any member or owner of a 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 such person under and by virtue of the Act, The Declaration, the articles and these by-laws, as a member of the Association, or owner of a unit covered thereby.

ARTICLE VIII

OBLIGATIONS OF THE UNIT OWNERS

Section 1. Maintenance and Repair.

- (a). Every unit owner shall promptly perform all maintenance and repair work within his, or her, or its own unit and within or on the limited common elements appurtenant to such unit and shall be responsible for the damages and liabilities that the failure to do so may cause.
- (b). Every unit owner shall immediately reimburse the Association for any expenditures incurred in repairing or replacing any part of the common elements in any manner damaged by such owner, its tenant, agent or any user or occupant of the unit.

Section 2. Use of Common Elements and Facilities.

- (a). No unit owner shall place or cause to be placed any objects of any kind in the common elements, except in the limited common elements appurtenant to such unit for the purposes for which they are intended, unless otherwise permitted by the Declaration, these by-laws or any other rules and regulations of the Association.
- (b). Generators, provided they are pre-approved as to model, size and location by the Board, may be installed in the common element or limited common element. Every unit owner seeking to install a generator must execute and agree to the terms on the generator disclosure form, which may be amended from time to time by the Board, but the initial version of which is attached to these by-laws as Exhibit A.

Section 3. Right of Entry.

- (a). Each unit owner grants a right of entry to such owner's unit to any property manager, management company, or managing agent employed by the Board of Directors or to any other person authorized by the Board of Directors of the Association in case of an emergency, whether the unit owner or occupant is present at the time or not.
- (b). Each unit owner shall permit any professional property manager, the management company, or management agent employed by the Board of Directors or others person authorized by the Board of Directors or other unit owners, or their representatives, when so required, to enter such unit for the purpose of performing non-emergency installations, alterations, or repairs, provided that requests for entry are made in advance and that such entry is at a time convenient to the unit owner.

Section 4. Use of Property.

- (a). The units shall be used for single family residence only.
- (b). The common and limited common areas and facilities shall be used only for the purpose for which they are reasonably suited and which are incidental to the use and occupancy of the units.
- (c). No nuisance shall be allowed on the property nor shall any use or practice be allowed which is a source of annoyance to unit owners or which interferes with the peaceful possession or proper use of the property by the unit owners.
- (d). No immoral, improper, offensive or unlawful use shall be made of the property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be complied with. Such compliance shall be accomplished at the sole expense of the unit owners or the Board of Directors, whichever shall have the obligation to maintain or repair such portion of the property.
- (e). No tree or bush shall be removed from the common areas or planted in the common areas without written approval of the Board of Directors.
- (f). No trailer, tent, shack, barn, outbuilding or living quarters of a temporary character shall be permitted on any limited or common area at any time.
- (g). No large trucks, buses, boats or vehicle (other than private passenger cars, station wagons, or similar private vehicles) shall be parked on the property for the purposes other than in normal course of construction service rendered to a unit.
- (h). No animals, livestock, or poultry of any kind shall be raised, bred or kept on the property, except as follows:
 - 1. Pets. One dog weighing less than thirty-five (35) pounds, or a cat, or other customary household pets (such as canaries or parakeets) may be kept subject

to the following rules and regulations or those which maybe hereafter adopted by the Association regarding the same:

- (a). All pets must be on a leash when in the common elements.
 - (b). Pet owners are responsible for the cleaning up after their pet and providing the instruments needed to do so. All residue shall be cleaned up promptly.
 - (c). Pet owners shall keep their pet quiet and shall be responsible for all damage caused by their pet to structures, lawn and shrubbery.
 - (d). Pets are not to be kept, bred, or maintained for any commercial purposes.
- (i) Unit owners shall keep their garage doors closed, except when in use.

ARTICLE IX

AMENDMENT

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 two-thirds (2/3) of all votes entitled to be cast.

ARTICLE X

MORTGAGES; STATEMENT OF UNPAID ASSESSMENTS

Section 1. Notice to Association. Any unit owner who permits or causes a unit to be encumbered by a mortgage or mortgages shall notify the secretary of the Association of such mortgage(s) of the name and address of the mortgagee(s). Such notice may also be served by any such mortgagee(s). The secretary of the Association shall maintain a record of the names and address of all mortgagees of which the secretary shall have received notice. Each unit owner shall likewise notify the secretary when such mortgage(s) have been satisfied or released.

Section 2. Notice of Unpaid Assessments. Upon the request of a mortgagee, a proposed mortgagee, or a purchaser who has a contractual right to purchase a unit, the Association shall furnish to such mortgagee, or purchaser, a statement setting forth the amount of the then unpaid assessments pertaining to such unit. If any such mortgagee, proposed mortgagee, or purchaser of such unit, in reliance upon such statement, shall disburse mortgage loan proceeds or shall expend the purchase price, such mortgagee, proposed mortgagee, or purchaser shall not be liable for, nor shall such unit be subject to a lien which is not properly filed in accordance with the law, for any unpaid assessments in excess of the amount set forth in such statement. If the Association does not provide such statement within ten (10) business days after such request, the Association is barred from claiming under any lien which is not properly filed in accordance with the law prior to the request for the statement against any such mortgagee, proposed mortgagee, or purchaser.

Section 3. Notice of Mortgagee. Any mortgagee of a unit shall be entitled to written notice from the Association of any default by the then unit or, if applicable, any then occupant of the unit, in performance of any obligations set forth in these by-laws, the Declaration, any amendments to the foregoing, or under any rules and regulations of the Association which is not cured within thirty (30) days of such default provided that the Association shall previously have been notified of the existence of such mortgage in the manner set forth above. Any notice required or permitted to be given to any mortgagee pursuant to these by-laws shall be deemed given if mailed or delivered to such mortgagee at the address shown in such record and shall be deemed effective as of the date of mailing or delivery.

Section 4. Interest on Unpaid Assessments. Any assessment not paid by the tenth (10) day of the month shall bear interest at the rate of twelve percent (12%) per annum until paid. The Association may recover costs and actual attorney fees incurred in collecting any unpaid assessments.

ARTICLE XI

CONFLICTS

These by-laws are intended to comply with the requirements of the Act. In the event that any of these by-laws conflict with the provisions of the Act or Declaration, the provisions of the Act or Declaration, as the case may be, will control.

ARTICLE XII

GENERAL

Section 1. Fiscal Year. The fiscal year shall begin on the first day of January and end on the last day of December of each year.

Section 2. Seal. There shall be no Corporate seal.

Section 3. Record of Ownership. Every unit owner shall promptly cause to be duly recorded the deed, assignment or other document by which he or she receives title to his or her unit and shall file any lease thereof with the Board of Directors. The secretary shall maintain such lease in the records of the Association.

Section 4. 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 the Board of Directors to conduct or engage in any active business for profit on behalf of any or all of the unit owners. All terms herein, except where clearly repugnant to context, shall have the same meaning as in the Declaration or the Act.

Section 5. Access to the Association Records. Association records shall not be made available to any owner except on forty-eight (48) hours prior written notice to the president or the secretary, stating the reasons for the scope of such examination. No disclosure shall be made of the account of any individual member of such Association without such notice also being given to such member by the owner seeking information. No records are to be removed from the Association office. Any cost incidental to such examination shall be charged to the person seeking the information.

****END OF BY-LAWS****

JUNE 10, 1996

Updated

Exhibit A

EASTBROOK ESTATE HOMEOWNERS ASSOCIATION GENERATOR DISCLOSURE

The Association reserves the right to approve or deny the installation of generators on the property based on the following standard set of guidelines. The Board reserves the right to update or modify these guidelines as necessary.

1. All generators are to be a standard size and are not to exceed eight (8) kilowatts in physical dimension.
2. The noise level of the generator will be monitored. As a general rule, the generator should be at a noise level that is acceptable to your surrounding neighbor(s).
3. A licensed contractor with proper insurance coverage must install all generators. A certificate of insurance is to be provided to the Board prior to any work being done. It is also required that a proposal of the work to be performed be submitted to the Board for review.
4. The installation of the generator must meet all standard code requirements mandated by the State of Wisconsin.
5. The homeowner and homeowner's successors in interest shall bear the responsibility of obtaining the proper insurance coverage for replacement of the unit or damages that may occur to the unit. A current copy of the insurance certificate must be provided to the Board, at least annually, for its file. Any damage caused to the buildings or common areas of the property by the generator will be the responsibility of the owner of the generator.
6. The homeowner must submit a diagram to the Board for approval indicating the location of the generator and additional landscaping that may or may not be needed to camouflage the unit as best as possible.
7. The homeowner will be responsible for all maintenance regarding the generator and will be fined by the Board accordingly if the unit is not maintained and operable. The owner will also be responsible for proper removal of the unit in the event the unit becomes inoperable or a new owner does not want use of the generator. In the event the homeowner shall fail to abide by any terms of this agreement, homeowner agrees to pay all costs of enforcing this agreement, including reasonable attorney fees and liquidated damages of \$10 per day.
8. Regular testing and inspection of the generator will be required, at a minimum, on an annual basis by a qualified contractor or the gas company. The homeowner will be required to submit certificates of inspection to the board or the management company upon request.
9. In the case of the home being transferred to a new owner, it is understood that the new owner accepts all terms of this agreement and will bear the responsibility of the maintenance, up-keep, proper insurance coverage, future replacement, and landscape replacement of the generator. If the new owner elects to remove the generator, it is their responsibility to dispose of it properly.

Signed:

Homeowner

Date

Board President Eastbrook Estate Homes Assoc.

Date

RESOLUTION TO AMEND BYLAWS

Eastbrook Estates Homes Association, Ltd.

Introductory Recital

The Eastbrook Estates Homes Association, Ltd. (the "Association") desires to amend the Bylaws to clarify its pet rules and restriction.

RESOLUTION

Article VIII, § 4(h) of the Bylaws is amended ^ by deleting the ~~strikethrough~~ language and adding the underlined language as follows:

(h). No animals, livestock, or poultry of any kind shall be raised, bred or kept on the property, except as follows:

1. Pets. One (1) dog weighing less than thirty-five (35) pounds, and/or a maximum of two (2) cats, and/or other customary household pets (such as canaries or parakeets) may^ be kept, subject to the following rules and regulations or those which may be hereafter adopted by the Association regarding the same
 - (a). All pets must be on a leash when in the common elements,
 - (b). Pet owners are responsible for the cleaning up after their pet and providing the instruments needed to do so. All residue shall be cleaned up promptly.
 - (c). Pet owners shall keep their pet quiet and shall be responsible for all damage caused by their pet to structures, lawn and shrubbery.
 - (d). Pets are not to be kept, bred, or maintained for any commercial purposes.
 - (e). The owner shall comply with all laws and ordinances regarding pets.

Grandfather provision. Any owner having three (3) cats on the date this amendment becomes effective, shall be able to keep the three (3) cats based on the following conditions: i) the owner provides the property manager written notification of having three cats within one week of the effective date of the amendment, and 2) when one of the cats dies, the owner shall not be entitled to replace the third cat and will then be subject to the 2-cat limitation.

7.10.23

BE IT FURTHER RESOLVED, that this amendment to the Bylaws shall take effect immediately.

Amendment Considered at Meeting held on August 3rd, 2023

Motion Made by: Bernie Berson

Seconded: Larry Dean

☒ (Yes) ☐ (No)

In Favor: 21

Opposed: 0

Signed: *Carol Gehl*
Carol Gehl (Nov 21, 2023 20:00 CST)

Secretary

EASTBROOK EASTATES HOMES ASSOCIATION INC.

DISCLOSURE MATERIALS

SECTION D

ARTICLES OF INCORPORATION

ARTICLES OF INCORPORATION

OF

EASTBROOK ESTATES HOMES ASSOCIATION, LTD.

Executed by the undersigned for the purpose of forming a Wisconsin corporation under Chapter 181, Stats., without stock and not for profit.

ARTICLE I

Name

The name of the corporation shall be "Eastbrook Estates Homes Association, Ltd."

ARTICLE II

Period of Existence

The period of existence of the corporation shall be perpetual.

ARTICLE III

Purposes

The purposes for which the 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 sometimes referred to as "condominium property") as provided in Chapter 703, Stats., entitled "Condominium Ownership Act" (hereinafter "Act"), and subject to the terms and conditions of the Condominium

Declaration for Eastbrook Estates Condominium as recorded in the Office of the Register of Deeds for Ozaukee County, Wisconsin (hereinafter "Declaration") as the same may be amended from time to time;

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

(c) To engage in activities included in the Act and the Declaration within the purposes for which a nonstock, nonprofit corporation may be organized under The Wisconsin Nonstock Corporation Law.

ARTICLE IV

Powers

The corporation shall have all of the powers enumerated in The Wisconsin Nonstock Corporation Law to the extent not inconsistent with the Act, the Declaration, or the by-laws, including, without limitation, the following:

(a) To exercise exclusive management and control of the common and limited common elements described in the Declaration;

(b) To maintain, repair, replace, reconstruct, operate and protect the common and limited common elements described in the Declaration;

(c) 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 its duties and responsibilities;

(d) To determine, levy and collect assessments against 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 and limited common elements described in the Declaration;

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

(f) To purchase insurance on the condominium property and insurance for the benefit of the corporation and its members;

(g) To make and amend by-laws and reasonable rules and regulations governing the use and operation of the condominium property;

(h) To enforce by legal means the provisions of the 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 the corporation.

ARTICLE V

Members

All unit owners in Eastbrook Estates Condominium shall be entitled and required to be members of the corporation and membership shall be limited to such owners. The respective rights, qualifications and obligations of membership shall be as set forth in the by-laws of the corporation.

ARTICLE VI

Principal Office and Registered Agent

The principal and registered office of the corporation shall be in Milwaukee County at 7925 North 76th Street, Milwaukee, Wisconsin 53223, and its registered agent at that address shall be Stuart Hoffman.

ARTICLE VII

Directors

The number of directors of the corporation shall be fixed in the by-laws, but shall not be less than four. Directors shall be elected and removed by the members in the manner provided in the by-laws. The names and addresses of the initial directors are:

Stuart Hoffman
7925 North 76th Street
Milwaukee, WI 53223

Richard Rogge
8931 North Regent Road
Bayside, WI 53217

Sandra Hoffman
7925 North 76th Street
Milwaukee, WI 53223

Linda Rogge
8931 North Regent Road
Bayside, WI 53217

ARTICLE VIII

Officers

The principal officers of the corporation shall be the president, vice president, secretary, and treasurer. The officers shall be elected, appointed or removed in the manner provided in the by-laws and shall have and exercise the powers and duties assigned in the by-laws.

ARTICLE IX

Incorporator

The name and address of the incorporator is:

Stuart Hoffman
7925 North 76th Street
Milwaukee, WI 53223

ARTICLE X

Amendments

These articles may be amended in the manner authorized by law at the time of amendment.

ARTICLE XI

Stock, Dividends, Dissolution

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

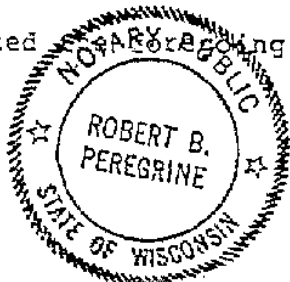
In the event of dissolution of the corporation and the removal of Eastbrook Estates Condominium from the provisions of the Act, all of the corporation's assets, after payment of its liabilities and obligations, shall be distributed to its members in accordance with their undivided percentage interest in the common elements of the condominium.

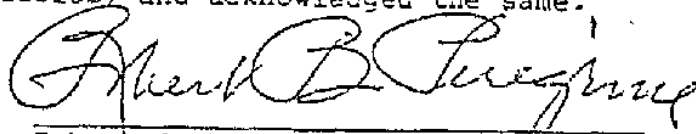
IN WITNESS WHEREOF, the undersigned has executed these articles in duplicate this 26 day of September, 1988.


Stuart Hoffman

STATE OF WISCONSIN)
) ss.
MILWAUKEE COUNTY)

Personally came before me this 26 day of September, 1988, the above named Stuart Hoffman, to me known to be the person who executed ~~the~~ foregoing articles, and acknowledged the same.




Robert B. Peregrine
Notary Public, State of Wisconsin
My commission is permanent.

This document was drafted by
and should be returned to:

ROBERT B. PEREGRINE

of

PEREGRINE LAW OFFICES, S.C.
Suite 1300
633 West Wisconsin Avenue
Milwaukee, WI 53203-1960
Telephone: (414) 272-4833

STATE OF WISCONSIN
FILED

SEP 28 1988

DOUGLAS LA FOLLETTE
SECRETARY OF STATE

-6-

EASTBROOK ESTATES HOMES ASSOCIATION

DISCLOSURE MATERIALS

SECTION E

MANAGEMENT CONTRACT

CONDOMINIUM AND HOMEOWNERS' ASSOCIATION MANAGEMENT AGREEMENT

ASSOCIATION: EASTBROOK ESTATES HOMES ASSOCIATION, LTD.

AGENT: HUNT MANAGEMENT INCORPORATED

For Property located at W. EASTBROOK DRIVE, MEQUON, WISCONSIN

Beginning: OCTOBER 1, 2015 And Ending: SEPTEMBER 30, 2016

This agreement (the "Agreement") is made and entered into this 17TH DAY OF SEPTEMBER, 2015, by and between the unit owners' association known as EASTBROOK ESTATES HOMES ASSOCIATION, LTD. (the "Association"), which is established in accordance with the laws of the State of WISCONSIN for the property known as EASTBROOK ESTATES, located at W. EASTBROOK DRIVE, MEQUON, 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 YEAR, beginning OCTOBER 1, 2015, and thereafter for periods of one year unless this Agreement is terminated as provided in this section or in sections 11 or 12. Either party may terminate this Agreement at the end of the initial term or at the end of any one-year renewal period provided that written notice is given to the other party on or before the sixtieth (60th) day prior to the expiration of the initial term or on or before the sixtieth (60th) day prior to the expiration of such one-year renewal period.

Section 2 SERVICES OF AGENT

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

2.1 COLLECTION OF ASSESSMENTS

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

2.2 RECORDS OF INCOME AND EXPENDITURES

Agent shall maintain records of all income and expenses relating to the Property, and shall submit to the Association on or before the FIFTEENTH (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

SIXTY (60) days prior to the beginning of each fiscal year, which begins on JANUARY 1ST, Agent shall prepare and submit to the Board a recommended Annual Budget for the next year showing anticipated income and expenses for such year.

2.4 SUBMISSION OF ANNUAL REPORT

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

2.5 MAINTENANCE OF COMMON ELEMENTS

Subject to the direction of the Board, at the expense of the Association and in accordance with the Association's approved budget, Agent shall cause the common elements of the Property to be maintained according to appropriate standards of maintenance consistent with the character of the Property, including BUILDING & GROUNDS MAINTENANCE & REPAIR, ETC.

2.6 EMPLOYMENT OF PERSONNEL

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

2.7 PAYMENT OF EMPLOYMENT TAXES

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

2.8 UTILITIES AND SERVICES CONTRACTS

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

2.9 PAYMENT OF EXPENSES

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

2.10 RECORDS OF INSURANCE

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

2.11 OTHER SPECIFIC SERVICES OF AGENT

TO BE NEGOTIATED AND MEMORIALIZED AS REQUIRED

Section 3 LIMITATION ON EXPENDITURES BY AGENT

In discharging its responsibilities under section 2 of this Agreement, Agent shall not make any unbudgeted expenditures or incur any nonrecurring contractual obligation exceeding \$500.00, without the prior consent of the Association through the Board. However, no such consent shall be required to repay any advances made by Agent under the terms of section 5. Notwithstanding these limitations, Agent may, on behalf of the Association and without prior consent of the Board, expend any amount or incur a contractual obligation in any amount required to deal with emergency conditions which may involve a danger to life or property or which may threaten the safety of the Property or the individual owners and occupants or which may threaten the suspension of any necessary service to the Property. NOTWITHSTANDING THIS AUTHORITY AS TO EMERGENCY REPAIRS, IT IS UNDERSTOOD THAT THE AGENT WILL, IF AT ALL POSSIBLE, CONFER IMMEDIATELY WITH THE ASSOCIATION REGARDING SUCH EXPENDITURE.

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 AND AGREED TO BY AGENT in writing. The funds of the Association shall at all times be maintained separate and apart from Agent's own funds and from the funds of any others. Agent's designees shall be the only parties authorized to draw upon such accounts (EXCEPTING THOSE ACCOUNTS DESIGNATED AS 'RESERVES' FOR WHICH DIRECTORS / OFFICERS SHALL BE SIGNATORIES). Agent shall not be held liable in the event of bankruptcy or failure of such depository. Such operating account shall not be required to bear interest.

5.2 PAYMENT OF EXPENSES

Agent shall pay all expenses of operation and management of the Property from the Association's funds held in account by Agent. Any amounts owed to Agent by the Association shall also be paid from such account at any time without prior notice to the Association. AGENT SHALL PROMPTLY NOTIFY ASSOCIATION FOLLOWING ANY SUCH REIMBURSEMENT.

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. AGENT SHALL PROVIDE EVIDENCE OF SUCH BONDING TO THE ASSOCIATION.

Section 6 ATTENDANCE AT BOARD MEETINGS

Agent, or a designated employee or other representative of Agent, shall attend ONE regular meeting of the Board EACH MONTH DURING REGULAR BUSINESS HOURS and the annual meeting of the Association. SUCH ATTENDANCE SHALL BE LIMITED TO ONE HOUR BEYOND WHICH A MINIMUM \$100.00 PER HOUR CHARGE SHALL ACCRUE. Upon not less than SIX (6) DAYS notice, Agent or its designated representative shall attend ADDITIONAL meetings of the Board or of the Association as requested, provided that the Association shall pay Agent \$100.00 per hour for that individual's attendance at each meeting. Agent or its representative shall be custodian of the official records of the Board and the Association. HOWEVER, neither Agent nor its representative shall be required to record the minutes of such meetings. (SEE SECTION 9.3)

Section 7 ONE BOARD MEMBER TO DEAL WITH AGENT

The Board shall designate one of its members who shall be authorized to deal with Agent on any matter relating to the management of the Property. Agent shall not accept directions or instructions with regard to the management of the Property from anyone else. In the absence of any other designation by the Board, the President of the Board shall be deemed to have this authority. Board appoints THE 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. NOTWITHSTANDING THIS AUTHORITY AS TO STRUCTURAL CHANGES, AGENT WILL, IF AT ALL POSSIBLE, CONFER IMMEDIATELY WITH THE ASSOCIATION REGARDING ANY SUCH EMERGENCY REPAIRS.

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 TO THE EXTENT IT IS REASONABLY ABLE TO DO SO.

Section 9 AGENT'S COMPENSATION

Agent shall be compensated for specific services as stated below.

9.1 FOR MANAGEMENT SERVICES

The Association shall pay Agent a management fee of \$1,000.00 per month. The management fee shall be paid monthly in advance. The management fee shall be adjusted annually upon approval by the Board of the Annual Budget, which adjustment shall be incorporated into this Agreement by reference. No further charge shall be made by Agent for Agent's services and other services of Agent's professional staff, except as otherwise expressly provided in this Agreement. Any clerical services performed for the Association, such as preparation and circulation of notices and newsletters and general correspondence of the Association, shall be at the Association's expense, including postage and other expenses. (ROUTINE CLERICAL SERVICES LABOR COST IS INCLUDED IN MANAGEMENT FEE.)

9.2 FOR CONSTRUCTION, REMODELING, OR OTHER CONTRACTING SERVICES

TO BE NEGOTIATED AND MEMORIALIZED AS REQUIRED

9.3 FOR OTHER SERVICES

ADDITIONAL MEETINGS, SITE INSPECTIONS, AND APPEARANCES AT DEPOSITIONS, HEARING, TRIALS OR SIMILAR PROCEEDINGS ON BEHALF OF OR IN CONJUNCTION WITH AGENT'S SERVICE TO ASSOCIATION - \$100.00 PER HOUR (ONE SITE VISIT IN SPRING IS INCLUDED IN THE MANAGEMENT FEE).

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, AS STATED BELOW, 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 AND OTHER CLAIMS FOR LOSS OR DAMAGE CAUSED BY THE ACTS OF THE AGENT, ITS PERSONNEL, AGENTS OR REPRESENTATIVES IN CONNECTION WITH THE PROPERTY OR ITS MANAGEMENT THEREOF, INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS, UNLESS SUCH ACTS OF THE

AGENT ARE FINALLY ADJUDGED TO HAVE CONSTITUTED RECKLESSNESS, WILLFUL MISCONDUCT, VIOLATION OF LAW, OR CRIMINAL WRONGDOING.

10.2 ESTABLISH AND MAINTAIN LIABILITY INSURANCE

The Association shall carry at its own expense public liability, DIRECTORS & OFFICERS 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, ESPECIALLY AS IT RELATES TO THE PROTECTION AFFORDED BY SECTIONS 10.1, 10.3 and 10.4. Such insurance policies shall name both the Association and Agent as ADDITIONAL INSURED, and their coverage shall be adequate to protect the interests of both parties and in form, substance, and amounts reasonably satisfactory to Agent. The Association shall provide Agent with certificates AND ADDITIONAL INSURED ENDORSEMENTS evidencing such insurance or with duplicate copies of such policies within TEN (10) days from the date of execution of this Agreement; or Agent may, but shall not be obligated to, place said insurance and charge the cost thereof to the account of the Association. Said policies shall provide that notice of default or cancellation shall be sent to Agent as well as to the Association and shall require a minimum of THIRTY (30) days' written notice to Agent before any cancellation of or changes to said policies. FURTHER, IT IS AGREED THAT THE ASSOCIATION'S INSURANCE COVERAGE SHALL BE PRIMARY AND AGENT'S INSURANCE COVERAGE SHALL BE NON-CONTRIBUTORY.

10.3 PAY ALL EXPENSES OF ANY LITIGATION

The Association shall pay all REASONABLE 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, OR IN THE EVENT AGENT HAS BEEN FINALLY ADJUDGED TO HAVE COMMITTED ACTS WHICH CONSTITUTE RECKLESSNESS, WILLFUL MISCONDUCT, VIOLATION OF LAW, OR CRIMINAL WRONGDOING. 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, UNLESS SUCH VIOLATION IS FINALLY ADJUDGED TO HAVE BEEN THE RESULT OF AGENT'S RECKLESSNESS, WILLFUL MISCONDUCT, VIOLATION OF LAW, OR CRIMINAL WRONGDOING. The Association's obligation with respect to such violation(s) shall include payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, litigation expense, and attorneys' fees.

10.5 PROVIDE FOR INITIAL DEPOSIT AND CONTINGENCY RESERVE

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

10.6 APPROVE ANNUAL BUDGET

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

Section 11 TERMINATION BY AGENT FOR CAUSE

Agent shall have the right to cancel this Agreement at any time in the event that any insurance required of the Association is not maintained without any lapse. Agent shall also have the right to cancel this Agreement at any time in the event it is alleged or charged that the Property or any equipment therein or any act or failure to act by the Board or the Association with respect to the Property or the sale, rental, or other disposition thereof or with respect to the hiring of employees to manage it fails to comply with or is in violation of any requirement of any constitutional provision, statute, ordinance, law, or regulation of any governmental body or any order or ruling of any public authority or official thereof having or claiming to have jurisdiction over it, and Agent in its sole and absolute discretion considers that the action or position of the Association or the Board with respect thereto may result in damage or liability to Agent, or disciplinary proceeding with respect to Agent's license. AGENT SHALL PROVIDE WRITTEN NOTICE TO THE ASSOCIATION OF ITS ELECTION TO TERMINATE THIS AGREEMENT AND SHALL PROVIDE THE ASSOCIATION WITH TEN DAYS IN WHICH TO CURE THE ALLEGED VIOLATION. SUCH TERMINATION SHALL BE EFFECTIVE AT THE END OF TEN DAYS IF THE ALLEGED VIOLATION HAS NOT BEEN CURED.

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 OR ASSOCIATION. THERE SHALL BE NO CANCELLATION FEE.

Section 13 ASSOCIATION RESPONSIBLE FOR PAYMENTS

Upon termination of or withdrawal from this Agreement by either party, the Association shall assume the obligations of any contract or outstanding bill PROPERLY 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.

Section 15 INDEMNIFICATION SURVIVES TERMINATION

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

Section 16 HEADINGS

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

Section 17 FORCE MAJEURE

Any delays in the performance of any obligation of Agent OR ASSOCIATION 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 OR ASSOCIATION, and any time periods required for performance shall be extended accordingly.

Section 18 COMPLETE AGREEMENT

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

Section 19 RIGHTS CUMULATIVE; NO WAIVER

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

Section 20 APPLICABLE LAW AND PARTIAL INVALIDITY

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

Section 21 NOTICES

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

21.1 TO AGENT

HUNT MANAGEMENT INCORPORATED
10520 N. BAEHR ROAD, SUITE Q
MEQUON, WI 53092
(OR LEGAL ADDRESS)

21.2 TO THE ASSOCIATION

President of the Board
(CURRENT LEGAL ADDRESS)

21.3.1 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

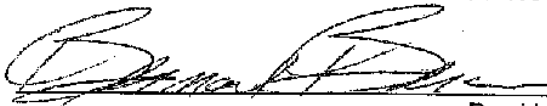
This Agreement shall be binding upon and inure to the benefit of the successors and assigns of Agent and the heirs, administrators, successors, and assigns of the Association. Notwithstanding the preceding sentence, Agent shall not assign its interest under this Agreement except in connection with the 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 18TH day of SEPTEMBER, 2015

Board: EASTBROOK ESTATES HOMES ASSOCIATION, LTD. Agent: HUNT MANAGEMENT INCORPORATED

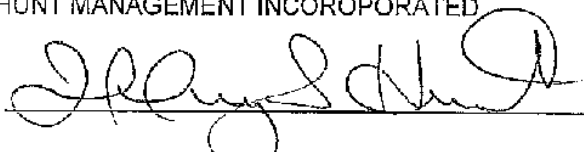
BY



President

Agent: HUNT MANAGEMENT INCORPORATED

BY



EASTBROOK ESTATES HOMES ASSOCIATION

DISCLOSURE MATERIALS

SECTION F

ANNUAL OPERATING BUDGET



A Community Presence

November 22, 2023

Dear Eastbrook Estates Homes Owners,

Enclosed are the 2023 Income & Expense Summary and 2024 Budget as adopted by the Board of Directors.

Please note the Maintenance Fee schedule will remain the same for 2024. If you pay using the coupons, your new coupon book will be mailed to you. Please note that there are labels on the backside of this coupon booklet so you can mail payment directly to the Association's bank. As a reminder you have the option to have your monthly fee withdrawn from your bank account automatically through an "ACH". If you would like more information on this or to sign up for this option, please contact our office. For those of you that have your bank pay your fees, please advise them to send checks to the following mailing address: Eastbrook Estate Homes, c/o Hunt Management, P.O. Box 1755, Arlington Heights, IL 60006-1755

MONTHLY MAINTENANCE FEE SCHEDULE
\$425.00 PER UNIT PER MONTH
PAYABLE ON OR BEFORE THE FIRST DAY OF EACH MONTH

The Board of Directors and Management will continue their efforts toward maintaining and improving the financial and physical soundness of the Association and thanks you for your continued support toward this goal.

Please email Samantha@HuntManagement.com or call (262) 238-1480 with any questions.

Sincerely,

HUNT MANAGEMENT INCORPORATED, AAMC
Management Company for
Eastbrook Estates Homes Association, Inc.

Samantha Hoppe, CMCA
Senior Portfolio Manager

Enclosures: 2024 Budget, Amendment Letter & Amendment

Eastbrook Estate Homes Association 2024 Budget

ACCT #	BUDGET ITEM	2023 BUDGET	ACTUAL THRU 10/31/2023	PROJECTED 12/31/2023	2024 BUDGET
INCOME					
60-60100-00	ASSOCIATION FEES	153,000	127,500	153,000	153,000
60-60200-00	LATE CHARGES	0	0	0	0
60-60500-00	MISCELLANEOUS	0	0	0	0
70-70100-00	INTEREST / DIVIDENDS	500	3,910	4,892	1,000
70-70300-00	CONTRIBUTION FROM RESERVE - Operating	95,000	33,460	42,325	95,500
	TOTAL	248,500	164,870	200,017	249,500
EXPENSES					
80-80100-00	INCOME TAX	100	0	0	100
80-80200-00	MANAGEMENT FEE	13,150	10,958	13,150	13,680
80-80250-00	MANAGEMENT CHARGES	0	0	0	250
80-80300-00	POSTAGE & PRINTING - OFFICE SUPPLIES	400	112	212	400
80-80400-00	LEGAL EXPENSE	300	985	1,385	1,000
80-80450-00	ACCOUNTANT	200	190	190	200
80-80500-00	MISCELLANEOUS	150	25	25	100
81-81000-00	ELECTRICITY	1,600	1,382	1,607	1,650
82-82000-00	PEST CONTROL	1,000	2,286	2,286	1,500
82-82100-00	GENERAL MAINTENANCE REPAIRS	6,150	7,932	11,587	7,500
82-82300-00	PAINTING & REPAIRS - EXTERIOR (*)	25,000	40,160	40,160	22,500
82-82350-00	SIDING REPLACEMENT (*)	50,000	0	0	50,000
82-82400-00	DRIVEWAY - SEALCOATING & REPAIRS (*)	10,000	0	8,865	0
82-82500-00	MAILBOXES	0	0	0	0
82-82600-00	CONCRETE REPAIRS (*)	0	0	0	0
83-83000-00	REFUSE REMOVAL	6,500	6,696	8,160	8,788
83-83100-00	SNOW & ICE REMOVAL	17,500	15,328	17,328	17,500
83-83200-00	LAWN MAINTENANCE CONTRACT	25,000	32,273	32,273	32,500
83-83300-00	LANDSCAPE IMPROVEMENTS	2,500	5,690	5,690	2,500
83-83350-00	LANDSCAPING MULCH	3,000	0	0	3,500
83-83400-00	POND MAINTENANCE	3,000	375	2,965	3,000
83-83500-00	POND PUMP MAINTENANCE	300	0	0	300
83-83600-00	TREE MAINTENANCE	5,000	5,331	5,331	7,500
	POND FOUNTAIN (*)	0	0	0	3,000
83-83700-00	EXTERIOR LIGHTING (REPLACE) (*)	20,000	0	0	20,000
84-84000-00	INSURANCE	20,000	19,500	19,500	22,000
	INTEREST ADJUSTMENT	0	0	0	1,000
85-85000-00	RESERVE TRANSFER - STATUTORY	0	0		0
85-85100-00	RESERVE TRANSFER - OPERATING	37,650	28,238	37,650	29,032
	BASEMENT REPAIRS(*)	0	0		0
	TOTAL	152,700	177,460	208,364	249,500
	VARIANCE	0	-12,590	-8,347	0
	2023 Fees				2024 Fees
MONTHLY ASSESSMENT - \$425	\$425.00				\$425.00
	(*) Reserve Item				

EASTBROOK ESTATES HOMES ASSOCIATION

DISCLOSURE MATERIALS

SECTION G

STATUTORY RESERVE STATEMENT

0840651

RONALD A. VOIGT
OZAUKEE COUNTY
REGISTER OF DEEDS
PORT WASHINGTON, WI
TXID: 31597

RECORDED ON
05/01/2006 03:41PM

REC FEE: 11.00
TRANS FEE: 0.00
PAGES: 1
EXEMPT #: 0

STATUTORY RESERVE
ACCOUNT STATEMENT

Document Number

Re: Eastbrook Estates Homes Association
Condominium, being a condominium created under the Condominium
Ownership Act of the STATE OF WISCONSIN by a "Declaration of
Condominium for Eastbrook Estates Homes
Association Condominium", dated the 29 day
of July, 1988 and recorded the 29 day of
July, 1988 in the Office of the Register of Deeds
for Ozaukee County, Wisconsin, in
(Book) (Vol.) 622 of Records, at (Leaves) (Pages) 879
through _____, as Document No. 405971
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 5-1-06.
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:

Recording Area

Name and Return Address

Ogden & Co. #11
Attn: Debbie
1665 N. Water
Milw., WI 53202

Parcel Identification Number (PIN)

Dated this 28 day of April, 2006

* Deborah S. Geralt
Title: Property Manager

Title:

AUTHENTICATION

ACKNOWLEDGMENT

Signature(s) _____

STATE OF WISCONSIN,)
Milwaukee County,) ss.

authenticated this _____ day of _____

Personally came before me this 28th day of
April, 2006, the above named

DEBORAH S. GERALT

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

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

THIS INSTRUMENT WAS DRAFTED BY

Deborah S. Geralt

JEANETTE
L.
CALVI

Jeanette L. Calvi
JEANETTE L. CALVI

Notary Public, State of Wisconsin

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

Commission is permanent. (If not, state expiration date: _____)

4/26/09

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

DOCUMENT NO.

**TERMINATION OF
STATUTORY RESERVE ACCOUNT
EASTBROOK ESTATES CONDOMINIUM**

THIS TERMINATION OF STATUTORY RESERVE ACCOUNT was approved by written consent of the membership of Eastbrook Estates Homes Association, Inc. ("Association"), a non-stock corporation organized under and pursuant to Chapter 181 of the Wisconsin Statutes.

RECITALS

A. The Association adopted a Statutory Reserve Account Statement, which was recorded in the office of the Register of Deeds for Ozaukee County, Wisconsin on May 1, 2006, as Document Number 840651.

B. The Association currently maintain a Statutory Reserve Account, but desires to terminate it and maintain a non-statutory reserve account.

C. Pursuant to Wis. Stat. § 703.163(6)(b), an association may terminate a statutory reserve account with the written consent of a majority of unit votes.

THIS SPACE RESERVED FOR RECORDING DATA

NAME AND RETURN ADDRESS
Adam S. Bazelon, Esq.
von Briesen & Roper, s.c.
411 E. Wisconsin Ave, Ste 1000
Milwaukee, WI 53202

Legal Description attached as
Ex. A.

NOW, THEREFORE, the Association adopts and approves the following:

1. Termination of Statutory Reserve. The Statutory Reserve Account of the Association is terminated upon the recording of this document.

2. Non-Statutory Reserve Account. Future expenditures for the repair and replacement of the common elements will be funded by a non-Statutory Reserve Account and such other means as are available to it by law.

3. Certification. The undersigned officer of the Association hereby certifies and attests by his signature hereto that in accordance with the Wis. Stat. § 703.163(6)(b), at least a majority of the unit votes of the Association have consented to this termination of the Statutory Reserve Account. The written consents of the members are on file with the Secretary of the Association or other Board member, or agent of the Association.

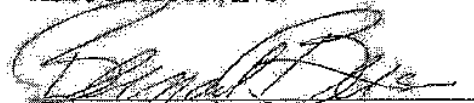
[SIGNATURES AND ACKNOWLEDGMENTS BEGIN ON THE NEXT PAGE]

1124656

RONALD A. VOIGT
OZAUKEE COUNTY
REGISTER OF DEEDS
RECORDED ON
09/03/2021 10:55 AM
REC FEE: 30.00
TRANS FEE:
PAGES: 3
EXEMPT #:
ELECTRONICALLY RECORDED

Signed this 26 day of July, 2021,

EASTBROOK ESTATES HOMES
ASSOCIATION, INC.

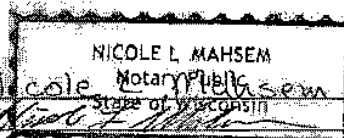

By: Bernard Berson
Title: President

STATE OF WISCONSIN

COUNTY OF OZAUKEE

SS

Personally came before me this 26 day of July, 2021, the above-named
Bernard Berson, to me known to be the person who executed the foregoing document and
acknowledge the same.


Nicole L. Mahsem
Notary Public
State of Wisconsin
Notary Public, State of Wisconsin
My commission: 8-27-2023

This instrument was drafted by:

Adam S. Bazelon, Esq.
von Briesen & Roper, s.c.
411 E. Wisconsin Ave., Suite 1000
Milwaukee, WI 53202

EXHIBIT A

All units in Eastbrook Estates Condominium, together with each unit's undivided interest in the common elements, existing under and by virtue of the Wisconsin Condominium Ownership Act, Chapter 703, Wisconsin Statutes, created by a Declaration of Condominium dated September 27, 1988 and recorded on December 28, 1988 in the Office of the Register of Deeds for Ozaukee County, Wisconsin in Volume 634 of Records, at pages 828 through 874, inclusive, as Document No. 411531, as amended by the First and Second Amendments to the Declaration. Said condominium being located in the City of Mequon, Ozaukee County, Wisconsin on the real estate described in said Declaration and incorporated herein by this reference thereto.

EASTBROOK ESTATES HOMES ASSOCIATION

DISCLOSURE MATERIALS

SECTION H

OTHER IMPORTANT DOCUMENTS

November 23, 2016

Dear Fellow Owners:

For the past several years, your Board of Directors and their advisors have been reviewing our governing documents and procedures. These include our Articles of Incorporation and Condominium Declaration, which were set in place when Eastbrook was first organized and are challenging to amend, as well as the By-Laws which have been revised from time to time by the Board. Another document which we have utilized is an Association/owners responsibility checklist which is in need of updating by the Board. This checklist details which responsibilities will be carried out by the Association and which are left to the members.

All of these documents are important. We make them available to new and prospective purchasers of units being resold. The Board and owners also turn to them for guidance when questions arise. Too often, they are confusing, contradictory and out-of-date, unless we attend to them.

In addition, the Board adopted a Condominium Association manual a number of years ago, which, in our view, is especially duplicative and confusing. The Board has voted to eliminate the manual.

Over the years, the Association has periodically incurred some expenditures, which are left by the Declaration and other documents to the owners. Because of the additional maintenance expenses that grow each year, we can no longer assume some costs that belong to the owners based on the Declaration.

The revised checklist is enclosed, together with explanatory notes which detail responsibility for landscaping, stoops and walkways, among other miscellaneous items requiring prior Board approval. We plan to discuss it in more detail with owners at the next annual meeting, but are introducing it at this time for purposes of clarity and efficiency. It can be amended further, if needed. Please note that we have paid particular attention to the "15 foot rule" which fleshes out a division of responsibilities provided by the Condominium Declaration.

We also are preparing some amendments to the By-Laws which we hope to submit to members for approval at our annual meeting in June, together with some new notice and proxy procedures. The main proposed By-Laws change will increase the number of directors from four to five to avoid tie votes and to make it easier to have a quorum in attendance.

Please feel free to contact me if you have any questions about any of these matters.

Sincerely,

Bernie Berson

Bernie Berson, President

Eastbrook Estates Homes Association, Ltd

Responsibility Checklist

Item	Note	Association				Unit Owner		
		Maintenance	Repair	Replace		Maintenance	Repair	Replace
Air conditioner						X	X	X
Added modification to unit						X	X	X
Appliances - interior						X	X	X
Chimneys		X	X	X				
Chimney caps, flu & vents		X	X	X				
Concrete stoop & walkway	#3					X	X	X
Critter control inside of unit						X	X	X
Deck boards & railings						X	X	X
Driveway snow removal		X						
Driveway crack, filling & resealing		X	X	X				
Drywall cracks						X	X	X
Estate sale - see Notes	#4					X	X	X
Exterior hose splgot		X	X	X				
Exterminating - inside of unit						X		
Fireplace						X	X	X
Flashing roof & above windows		X	X	X				
Front door, except exterior painting						X	X	X
Furnace						X	X	X
Garage door & opener						X	X	X
Garbage - scheduling trash pick-up		X						
Gutter/downspouts scheduled cleaning		X	X	X				
Lawn mowing & fertilizing		X	X	X				
Light fixture, front door		X	X	X				
Light bulbs outside						X	X	X
Light fixture & bulb, patio/deck						X	X	X
Light Post fixture and bulb		X	X	X				
Mailbox & pedestal		X	X	X				
Painting, interior						X	X	X
Painting, exterior		X	X	X				
Patlo door						X	X	X
Patios/Decks						X	X	X
Plugged Drains		If drain directly connected to Unit - Owner Responsibility; Otherwise Assn						
Plumbing, interior of unit						X	X	X
Plumbing common		X	X	X				
Radon mitigation						X	X	X
Roof		X	X	X				
Satellite Dish	#5					X	X	X
Screens for windows and doors						X	X	X
Shrubs & trees within 15ft of unit	#1					X	X	X
Siding		X	X	X				
Skylights						X	X	X
Smoke detectors						X	X	X
Snow removal, walkways		Note: Walkway snow and ice removal is the responsibility of the unit owner, regardless if Association removes snow from time to time.						
Sprinkler						X	X	X
Storm doors						X	X	X
Sump Pump						X	X	X
Tuck pointing		X	X	X				
Water heater						X	X	X
Windows & sills						X	X	X
Window glass & replacement						X	X	X
Windows, interior staining						X	X	X

Responsibility Checklist Notes

(1) - Landscaping. The first 15 feet from a unit and the front yard are called the "Limited Common Element" (LCE). Within this Limited Common Element:

- a. Lawn. The Association will mow, fertilize and otherwise maintain the grass.
- b. Mulch. The Association will install mulch in some areas within the LCE and outside the LCE. Owner may also install mulch within the LCE provided the mulch is substantially similar to provide uniform appearance.
- c. Flowers. Owner may plant, remove and maintain flowers and small plants in the LCE
- d. Shrubs and Bushes.
 - Owner may plant and remove shrubs and bushes, at Owner's expense, subject to Board approval. Other care and maintenance is at Owner's expense.
 - if the Association decides the shrubs and bushes are diseased, dead, or otherwise significantly impair the appearance of the grounds, the Association may remove them at Owner's expense.
 - the Association will trim them to maintain what it deems appropriate for the LCE and Owner may trim them in an appropriate manner at any time
- e. Trees:
 - Owner may plant and remove trees, at Owner's expense, subject to Board approval. Other care and maintenance is at Owner's expense.
 - if the Association decides they are diseased, dead, or otherwise significantly impair the appearance of the grounds, the Association may remove them at Owner's expense.
 - the Association will trim or treat them to maintain what it deems appropriate for the LCE

Being "subject to Board approval" does not require approval in all cases. Minor changes that do not affect the overall appearance of the unit do not require Board approval. Major changes do. Common sense should be the guiding principle. If advance Board approval is not sought the owner will be liable for the costs of any subsequent changes the Board may require if it objects to the changes. If in doubt, request approval in advance. Example: A 3 foot small shrub or bush at the front door of a unit dies. Owner removes it and replaces it with a similar sized shrub or bush. No Board approval is needed.

(2) - Windows and skylights need prior Board approval

(3) - Stoops and Walkways. The Association will measure the front stoops and walkways to determine if they need to be mudjacked to be within the city code and will notify Owner of the results. The stoop shall be a maximum of 8" in height from the walkway to the top edge of the stoop. Owner is responsible for any mudjacking required.

(4) Estate Sales. One estate sale per individual Owner is permitted subject to 30 day prior approval of Board and restrictions regarding time, signs and parking.

(5) Miscellaneous. Owner is responsible for submitting plans and obtaining approval from the Board before proceeding with any of the following:

- a. Internal changes to a unit that involve structural changes.
- b. Additions or changes to the exterior of a unit.
- c. Installation of improvements or equipment such as a TV dish, solar panels or generator (see Exhibit A to By-Laws).
- d. Replacing a wooden with a metal garage door.
- e. Plantings outside the LCE.
- f. Plantings in the front yard beyond 15' from a unit.
- g. Placing objects such as statuary, works of art, or decorations in the front, side or rear yards except for temporary holiday observances.

Questions? Contact the Association manager, Samantha Hoppe, Hunt Management, Inc. 262-238-1480.

The Checklist and Notes are intended to be an amplification of the By-Laws and Declaration and may not alter or amend them.

The Board may revise the Checklist and Notes at any monthly or special meeting.

11/9/16