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DECLARATION OF CONDOMINIUM
OF
EAST SUTTON, A VILLAGE OF BROOKSHIRE CONDOMINIUM
WAUKESHA, WISCONSIN

Declarant

The Villages of Brookshire, a Joint Venture

Prepared By

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DECLARATION OF CONDOMINIUM

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OF

EAST SUTTON, A VILLAGE OF BROOKSHIRE CONDOMINIUM

THIS DECLARATION is made and entered into by The Villages of Brookshire, a joint venture, (the "Declarant"), pursuant to the Wisconsin Condominium Ownership Act (the "Act").

WITNESSETH:

Declarant owns certain real property (the "Property"), which is described and depicted on the attached Exhibit A. Declarant intends to construct thereon four (4) buildings containing sixteen (16) separate dwelling units, together with certain other improvements in connection therewith.

Declarant hereby intends to submit the Property, buildings and other improvements to the condominium form of ownership under the Act and to establish certain easements, rights, restrictions and obligations with respect to the ownership, use and maintenance of the Condominium on the terms and conditions hereinafter set forth. The Property, the buildings and improvements, are hereinafter called the "Condominium."

The name of the Condominium shall be "East Sutton, a Village of Brookshire Condominium." The addresses of the individual units of the Condominium are as set forth on the attached Exhibit B.

The floor plans of the units are as set forth on the attached Exhibit C.

This Declaration contemplates an "expandable" condominium which may include thirty-seven (37) additional buildings containing up to an additional one hundred four (104) dwelling units. Such additional buildings, if any, shall be constructed on the Expansion Real Estate as hereinafter described in Article 11 and as set forth on the attached Exhibit D.

NOW, THEREFORE, Declarant, the fee owner of the Property, by this Declaration (i) submits the Property, buildings and other improvements to the condominium form of use and ownership as provided in the Act and this Declaration, subject to taxes and assessments not yet due and payable, municipal and zoning ordinances, and all other matters of record on the date hereof; (ii) establishes and imposes the following provisions, restrictions, conditions, easements and uses to which the Condominium may be put; and (iii) specifies that the provisions of this Declaration shall constitute covenants to run with the land and shall be binding on Declarant, its successors and assigns, and all subsequent owners and occupants of all or any part of the Condominium.

ARTICLE 1. DESCRIPTION OF THE BUILDINGS AND UNITS

1. Survey. The buildings and other improvements are shown on the site map and survey attached hereto as Exhibit A.

2. Plans. The Units, as described in Article 2 hereof, and their respective designations and locations are shown on the floor plans of the Condominium attached hereto as Exhibit C.

3. Utility Services. Each Unit shall be metered separately for utility services except for water which shall be a common expense of the Condominium.

4. Utility Lines. Any supply lines, waste lines, pipes, wires, conduits or public utility lines running through a Unit which serve more than one Unit shall be Common Elements.

ARTICLE 2. DIVISION OF CONDOMINIUM INTO SEPARATE FREEHOLD ESTATES

Declarant divides the Condominium into the following separate freehold estates:

1. Units. Sixteen (16) separate freehold estates, each called a "Unit", collectively the "Units," each consisting of the space bounded by the interior undecorated surfaces of the exterior perimeter walls and walls common with other Units, the ceilings, floors, roof and foundation of such space on each floor of the building which it occupies and including the cubicle of space enclosed by such boundaries. The garage shall be a part of the Unit and all windows, window frames, doors, glass and locks shall be a part of the Unit.

2. Common Elements. A freehold estate in the "Common Elements" of the Condominium. The Common Elements shall consist of all the Condominium except the Units and the Limited Common Elements as hereinafter described. A portion of the Common Elements may be designated by the Association acting through its Board of Directors (as those terms are hereinafter defined) for decorative gardening purposes by owners or occupants of Units, but shall not thereby become Limited Common Elements. The Board of Directors may further promulgate Rules and Regulations detailing permissible types and number of plantings, maintenance responsibilities, size, location and such other matters as the Board of Directors deems prudent.

3. Limited Common Elements. The Limited Common Elements are reserved for the exclusive use of the owner or occupant of the Unit to which they are appurtenant. The Limited Common Elements consist of the outside deck or patio, if any, immediately adjacent and appurtenant to each Unit to which it has access by a door from the Unit; the sidewalk and driveway approaches to a Unit; and the stoop appurtenant to a Unit. A Unit owner may, subject to the prior written approval of the Association pursuant to the procedures and criteria for approval established in Article 7, Section 7 hereof, convert a portion of the Common Element immediately appurtenant to such owner's Unit to Limited Common Element for deck or patio purposes or enclose a then existing deck or patio. A Unit owner's petition for such conversion or other action shall be in writing and accompanied by detailed plans showing size, location, materials to be used in construction and such other information as the Association may request. The Unit owner seeking such conversion or other action shall bear all costs and expenses related thereto including the cost of amendments

to the Declaration and/or Plat if such amendment is deemed necessary by counsel to the Association.

ARTICLE 3. OWNERSHIP OF COMMON ELEMENTS

1. Ownership. The ownership of each Unit shall include a 1/16th undivided interest in the Common Elements. If the expansion contemplated by Article 11 is exercised to the fullest extent authorized by such Article, the ownership of each Unit shall include a 1/120th undivided interest in the Common Elements. The interest of a particular owner in the Common Elements may hereinafter be referred to as such owner's "Interest."

2. Sharing of Expenses and Surpluses. The common expenses relating to the Common Elements shall be shared among the owners of all Units according to their respective Interests.

3. Application of Surpluses. All common surpluses of the Condominium derived from assessments for Common Elements for each fiscal year of the Association shall be retained for common expenses of the Condominium for the next succeeding fiscal year or years in accordance with the Unit owner's Interest.

ARTICLE 4. BROOKSHIRE ENVIRONMENTAL ASSOCIATION

1. Submission to Declaration. Declarant, its successors and assigns, reserves the right to establish an association to be known as "Brookshire Environmental Association" ("BEA") and to subject and subordinate the Condominium and this Declaration to the authority of such association for the limited purposes set forth below and to delegate to the BEA the powers and duties to effectuate the purposes set forth below.

2. Purpose of Brookshire Environmental Association. The BEA is intended to be responsible for environmental matters which are common to the Condominium or other condominiums or subdivisions which are part of the Villages of Brookshire (each, a "Constituent Development"), including but not limited to, superior jurisdiction with respect to such matters as lake and stream access, regulation of recreational and maintenance activities for the lake and stream, shoreland maintenance, establishment, preservation and administration of trail systems, and granting of easements therefor. Because the City of Waukesha has agreed to be responsible for certain maintenance functions with respect to the lake adjacent to the Condominium, including without limitation water quality standards and all necessary dredging, and the City of Waukesha has required that title to such lake be held by one or more private persons, it is further intended that, at or prior to the expiration of Declarant's right to expand this Condominium as set forth herein, title to such lake shall be conveyed or caused to be conveyed by Declarant either to (i) the BEA or (ii) one or more of the associations established pursuant to the organizational documents of this Condominium or of any of the other Constituent Developments located adjacent to such lake. If title to such lake is not ultimately vested in the

BEA, the BEA still may exercise jurisdiction, if so given in accordance with the terms hereof.

3. Powers of Brookshire Environmental Association. Membership in, the operations of and the powers of the BEA shall be set forth in a declaration to be executed and recorded by Declarant. The BEA is intended to have powers and limitations thereon similar to those of the Association, including the power to levy assessments to support the expense of carrying out its purposes. The BEA will be administered by a board of directors which has representative membership from each Constituent Development.

4. Manner of Submission. Declarant's right to subject and to delegate the Condominium and this Declaration to the BEA's declaration and authority shall be exercised by recording a notice of the same in the office of the Register of Deeds for Waukesha County, Wisconsin following the recordation of the declaration therefor. Such notice must be recorded prior to the later of the sale by Declarant of the last Unit which may be declared hereunder or seven (7) years from the date hereof. Declarant shall give notice to owners of Units in the Condominium of the submission to the BEA.

ARTICLE 5. ASSOCIATION OF UNIT OWNERS

1. Administration. The Condominium shall be administered by an association to be incorporated and known as the East Sutton Condominium Association, Inc. (the "Association"). The Association shall adopt By-Laws in furtherance of its administration of the Condominium.

2. Membership and Voting. Each Unit owner shall be a member of the Association and membership shall commence and terminate with ownership. Members shall be possessed of votes commensurate with their interest. The manner of casting ballots shall be as set forth in the By-Laws. The transfer of control of the Association from Declarant to the other Unit owners shall be as set forth in Article 14 hereof.

3. Management. The Association may employ a professional management agent or company for the Condominium with such experience and qualifications and on such terms and conditions as are acceptable to the Board of Directors. Any such management agreement must be terminable without cause upon ninety (90) days notice without payment of any penalty.

ARTICLE 6. ASSESSMENTS

1. Budget and Assessments. The Association shall determine a budget of common expenses and levy assessments therefor as provided herein or in the By-Laws. The Association may also levy a special assessment on all owners for any purpose for which a general assessment may be levied and a special assessment on a particular Unit owner for the purpose of collecting any amounts due to the Association in accordance with any of the other provisions of this Declaration, the By-Laws or rules and regulations as may be adopted thereunder.

2. Liability; Late Payments. The By-Laws shall set forth the manner of making and collecting assessments for common expenses of the Condominium. Regular assessments not made for violations of the provisions of this Declaration, the By-Laws or Rules and Regulations shall be made on an annual basis but shall be due and payable in monthly assessments as determined by the Board of Directors. Any assessment or installment of an assessment not paid within ten (10) days of its due date may be subject to a late charge and/or interest as set forth in the By-Laws.

3. Liens. If a Unit owner defaults in any payment, the Association shall take appropriate measures as provided by law. The lien for unpaid assessments provided in the Act shall also secure reasonable attorney's fees incurred by the Association incident to the collection of such assessment or enforcement of such lien. The Association may purchase a Unit upon the foreclosure of its lien thereon.

4. Rights of Mortgagees. Any first mortgagee who obtains title to a Unit pursuant to remedies provided in the mortgage or foreclosure of the mortgage or deed in lieu of foreclosure shall not be liable for such Unit's unpaid assessments accruing prior to the acquisition of title to such Unit by such mortgagee (except to the extent that any uncollected assessments may be included in any subsequent budget or revision to a budget).

5. Initial Working Capital Fund. (a) Each purchaser of a Unit from the Declarant shall, at the time of conveyance by the Declarant, advance to the Association an amount equal to two (2) months installments of the regular assessment provided for in Section 1 of this Article 6, or such greater amount as is designated by the Board of Directors with notice of record. Amounts paid pursuant hereto are not to be considered as advance payments of installments of such regular assessments. Declarant shall advance a like amount for the purposes herein for each Unit within a development phase which is unsold at the end of sixty (60) days from the date of conveyance of the first Unit in such phase by Declarant to a purchaser. Each such advance by Declarant shall be credited to Declarant and shall be returned to Declarant upon the conveyance of the Unit and payment of a like advance by the purchaser. Such working capital fund shall be kept in a segregated account.

(b) The monies deposited in this fund may be applied to meet common expenses of the Association during the five (5) year period commencing on the date of recordation of this Declaration. After this time, if funds remain therein, this fund may be terminated and the monies applied to reduce the regular assessments otherwise due and payable or this fund may be retained for use as a capital improvements reserve fund. Subject to the limitations set out in this subsection, the Board of Directors, by majority vote, shall decide upon the use of the monies deposited in this fund. The Board of Directors may, from time to time, levy an assessment to replenish this fund; provided, however, that the amount of the assessment shall not exceed two (2) months installments of the regular assessment multiplied by the number of Units.

6. First Assessment. Regular assessments shall be levied and installments thereon relating to each phase of the Condominium shall commence being due and payable on the date of recordation of the first instrument of conveyance pursuant to sale of a Unit in such phase. Notwithstanding the foregoing, until sixty (60) days after the first conveyance of a Unit in such phase by Declarant, Declarant shall pay Twenty-five Percent (25%) of the assessment otherwise due hereunder on such Units as it owns and as are unsold and unoccupied.

ARTICLE 7. MAINTENANCE AND ALTERATION OF CONDOMINIUM

1. Unit Owner's Responsibility. The owner of each Unit shall at its cost: (a) perform routine maintenance, repair and replacement of all of the components or installations within or used by the Unit so that the same are in good condition, including but not limited to, all utility lines and installations, the heating and air conditioning system for the Unit, fixtures, appliances, interior surfaces of the perimeter walls of the Unit, all interior walls, flooring and ceilings, windows, window frames and doors, including all glass and locks in windows and doors; (b) paint and decorate all walls and surface areas of the Unit; (c) repair and replace any portion of the Common Elements damaged through the fault or negligence of such owner or such owner's family, guests, invitees or tenants or any other occupants of the Unit; (d) be responsible for the reasonable security and safety of such Unit and shall be liable for damages caused to any other Unit(s), or the Common Elements, to the extent not covered by insurance, as a result of a breach of such security; and (e) keep the patios, decks or balconies, if any, appurtenant to the Units in a clean and neat condition, clear of snow, ice and water. If repairs to Common Elements are required as a result of a Unit owner's actions as set forth in (a)-(e) herein, the Association shall have the right and obligation to repair such Common Element, but shall levy an assessment against the responsible Unit owner for all costs incurred therefor in excess of any insurance proceeds received and applicable thereto.

2. Association Responsibility. The Association shall maintain in good condition and repair, replace and operate all of the Common Elements, except as provided above. If the Association repairs or replaces or performs maintenance to any deck or patio which is added by a Unit owner after the initial construction of the Unit pursuant to Article 2, Section 3 hereof, the cost of the same may at the discretion of the Board of Directors be levied as a special assessment against the Unit to which it is appurtenant.

3. Changes by Owners. No Unit owner other than Declarant shall alter the Common Elements without the prior written consent of the Board of Directors according to the procedures and criteria of Section 7 of this Article.

4. Decorations; Signs. No Unit owner shall decorate or alter the exterior of a Unit or the Common Elements without the prior written consent of the Board of Directors. No owner of a Unit, except the Declarant, its successors and assigns, may erect, post or display posters, signs or advertising material on the Common Elements or at locations within a Unit

which are visible from the Common Elements without the prior written consent of the Board of Directors, except that a Unit owner may erect or post a temporary sign of customary and reasonable dimension relating to the open house of a Unit for sale or lease. Where consent of the Board of Directors is obtained, the permitted signs will be erected and maintained in accordance with all ordinances, rules and regulations applicable thereto. "Signs" as used herein shall be construed and interpreted in the broadest possible sense and shall include any placard, posters or other such devices as may be affixed to the interior of any exterior windows so as to be visible from the exterior of the Building. No awnings, enclosures, storm windows or doors, or fixed grills shall be installed on patios or balconies unless first approved by the Board of Directors. All grills must be covered. Patios, decks and balconies shall not be used for storage of any kind, including but not limited to, the storage of motorcycles, baby carriages, bicycles or wagons nor shall patios, decks or balconies be used for the drying or airing of laundry, carpets, rugs or clothing.

5. Interior Divisions. A Unit owner may erect or change non-structural walls and barriers within its Unit provided that such owner shall not affect the Common Elements or the structural soundness of the Unit and provided further that if such improvements may affect the Common Elements or structural soundness, such owner must submit plans and specifications for such improvements to the Board of Directors for its approval as provided in Section 7 of this Article at least sixty (60) days prior to the commencement of construction.

6. Structural Changes by Association. Except as reserved to the Declarant, its successors and assigns, the Association shall not make or permit any substantial alterations, modifications or additions of a structural nature or otherwise to the Common Elements without the affirmative vote of two-thirds (2/3) of the Board of Directors.

7. Approvals. The Association, acting through its Board of Directors, may approve or disapprove any proposal submitted to it pursuant to this Declaration, but shall apply any one or more of the following criteria in considering any such proposal and may apply any additional criteria as it may deem prudent: (i) matters of access and convenience to the other Units, (ii) requiring the written agreement of the Unit owner making any proposal to pay the costs of restoring the Common Elements affected by such proposal to their prior physical layout and condition upon the termination of such use, and (iii) requiring the written agreement of the owner of such Unit to pay a fair and reasonable monthly charge to the Association for any encroachment on Common Elements as a result of such proposal. The Association may at its discretion impose conditions upon its consent to any proposal. Approval by the Association of any proposal submitted herein shall be deemed to have been given if the presiding officer thereof so indicates in writing, or if the presiding officer fails to respond within sixty (60) days following written submission of proposals. The presiding officer or the Association may delegate the duties of review and/or processing to any other person as he/it may deem appropriate. The Association may also delegate the duty of approval to any other person it deems appropriate.

8. Easements for Utility Maintenance. There is hereby expressly reserved an easement for the Association to enter upon such portions of each Unit as is necessary for the installation, repair or replacement of water, electric or other mechanical systems where such systems service more than one Unit, provided that such entry shall be at reasonable times and upon reasonable notice, except in emergency, and provided that the Association shall pay all the costs thereof, unless otherwise expressly provided herein.

ARTICLE 8. RESTRICTIONS ON USE AND OCCUPANCY

1. Residential Purposes Only. Each Unit shall be occupied and used only for residential purposes and for no other purpose. No trade or business other than activities related to rental residential use shall be carried on anywhere on the Condominium, except as otherwise provided for herein.

2. Leases of Units. The Declarant may lease a Unit on such terms and conditions as it desires in its sole discretion; provided no such lease shall be for a term of less than six (6) months. Any other owner may lease a Unit for a term of not less than six (6) months and not more than one (1) year. Any person occupying a Unit with the authority of an owner shall comply with all of the provisions hereof and the By-Laws imposed on an owner and a breach of such provisions shall be deemed a breach of such lease. Each such lease shall contain a provision making a breach of any of the provisions of this Declaration or of the By-Laws of the Association a breach under the lease. No rooms in any Unit may be rented and no transient tenants may be accommodated.

3. Pets. No reptiles or rodents shall be permitted within the Condominium. No other animals or birds shall be permitted within the Condominium, except as hereinafter set forth and in accordance with rules and regulations to be established by the Board of Directors. The rules and regulations may impose limitations on size, number and type of pets to be permitted within the Condominium. All permitted pets shall be housed indoors and, when any such pet is outdoors, it shall be attended and under control at all times. The Association may require the issuance of a permit for the keeping of a pet. Pets in replacement thereof or pets which are born to the permitted pet will not be considered a permitted pet, except upon obtaining a permit thereof in accordance with this section. Such permit shall be deemed a revocable license which may be revoked at any time following notice and hearing if, in the judgment of the Board of Directors, such licensed animal is or becomes offensive, a nuisance or harmful in any way to the Condominium or those occupying or owning therein. The Association may charge an application fee to cover its administrative and enforcement costs. The rules and regulations may provide that a violation of this Section or the license shall subject the violator to a special assessment for enforcement costs. Any and all costs of repairing damage caused by a pet shall be borne by its owner. Notwithstanding anything to the contrary herein, possession of pets on the Condominium shall not be considered a property right.

4. No Obstructions. No owner shall cause or permit the Common Elements, except the Limited Common Elements or those otherwise designated in accordance herewith, to be used so as to deny to others the full use of the Common Elements.

5. Parking.

(a) Where parking is prohibited. No outdoor parking is permitted except for temporary parking in the marked outdoor parking spaces or in the driveways and except for parking as necessary in connection with the construction or reconstruction of any Building on the Condominium. No vehicle shall occupy, park upon or otherwise block access to or exit from another Unit or the approach thereto.

(b) Vehicles which may not be parked at all. Junked, inoperative, unsightly or unlicensed vehicles, trailers, campers, camping trucks, house trailers, motorcycles, mopeds, motorized bicycles, snowmobiles or land vehicles or the like shall not be permitted anywhere on the Condominium.

(c) Vehicles which may be parked only under certain conditions. Licensed boats, boat trailers, vans and trucks may be stored, placed or parked only in a garage and only if such storing, placing or parking does not result in another vehicle being stored, placed or parked outside of a garage when, but for the storing, parking or placing of the boat, trailer, van or truck, the other vehicle could have been parked in the garage.

(d) Vehicles which may use an outdoor parking space on a regular basis. The Board of Directors may by rule designate certain outdoor parking spaces for exclusive use by a particular Unit for extended periods of time, but not on a permanent basis. Such rule or regulation may require the payment of a fee to the Association for such privilege.

6. Prohibited Uses. No maintenance or lubrication of any vehicle shall be permitted anywhere on the Condominium, except washing of cars in driveways or maintenance performed within a garage, subject to Section 5(b) above and all the other provisions hereof. No playground equipment, bicycle racks or other obstructions may be placed on the Common Elements except as the Board of Directors permits by rule or regulation.

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

8. Antennas. No antennas, aerials or cable for television or radio reception shall be erected or installed on or in any roof or any other portion of the Condominium, except any community antennas or cable receivers erected by Declarant or its successors and assigns or by the Association and except any individual antennas erected or installed with the prior written consent of the Board of Directors.

9. Temporary Structures. No structure, trailer, tent, shack or barn, temporary or otherwise, except for those maintained by Declarant and its successors and assigns or the Association or, if established, the BEA, shall be placed or maintained on any portion of the Condominium without approval as provided in Article 7, Section 7 hereof.

10. Encroachments. If any portion of the Common Elements encroaches upon a Unit or any Unit encroaches upon the Common Elements or upon any other Unit or if any utility lines encroach upon either the Common Elements or a Unit, a valid easement for the encroachment and for the maintenance of the same shall exist for the duration of the encroachment, except that if such encroachment is the result of a change to the Unit or Common Elements effectuated by an owner or occupant after the date on which the particular building containing the Unit was submitted to the Act and this Declaration, then no easement shall exist unless the procedures and approvals provided in Article 7, Section 7 hereof have been followed and obtained. Minor encroachments of parts of the Common Elements and utility lines due to reconstruction of a part or all of a building shall be permitted and a valid easement for such encroachments and the maintenance thereof shall exist from the Unit owners.

11. Mutual Enjoyment. Each Unit owner shall have the right to use its Unit in accordance with this Declaration and applicable law, free from unreasonable interference with the peaceful possession and operation thereof and conduct of residential rentals therein and free from immoral, improper, unreasonably annoying or offensive activity by the conduct of each other Unit owner.

12. Noxious Activity. No use or practice shall be allowed on the Condominium which is immoral, improper or offensive in the opinion of the Board of Directors or which is in violation of the By-Laws or Rules and Regulations of the Association.

13. Further Easements. The Association may grant easements over or through the Common Elements for such purposes as it deems reasonable for the benefit of the Unit owners. Such easements may include easements for bike paths or other trails which are available for use by residents of other Constituent Developments.

ARTICLE 9. RECONSTRUCTION AFTER LOSS

1. Reconstruction. In the event of fire, casualty or any other disaster affecting one or more of the Units or other improvements on the Condominium (the "Damaged Premises"), the Damaged Premises shall be reconstructed and repaired, unless otherwise provided herein. Reconstruction and repair as used herein shall mean restoring the Damaged Premises to at least the same condition they were in prior to the fire, casualty or disaster; provided that the internal non-stress bearing improvements within a Unit need not be restored in the same location or constructed of the same materials or design. The Association shall undertake to cause such reconstruction and repair to be accomplished within a reasonable period of time. Perpetual easements are hereby reserved to the Association for the reconstruction or repair contemplated herein.

2. Insufficient Insurance Proceeds. If the insurance proceeds are insufficient to reconstruct or repair the Damaged Premises, then:

(a) The entire Condominium shall be subject to an action for partition upon obtaining the written consent of the Unit owners having 75% or more of the votes in the Association. In the case of partition, the net proceeds of sale of the entire Condominium (which the Association may in its discretion determine to sell as a whole or in parts) together with any net proceeds of insurance shall be considered as one fund ("Partition Proceeds") and shall be divided among all Unit owners in proportion to their respective Interests.

(b) If the consent required under subparagraph (a) above is not obtained within thirty (30) days from the date of the loss, then the Damaged Premises shall be reconstructed and repaired by the Association with the insurance proceeds and, subject to Section 3 hereof, all Units shall be assessed for the deficiency in proportion to their Interests. The provisions of Article 6 shall apply to all sums assessed for any deficiency.

3. Control of Restoration. The Association shall have the sole power to settle adjustments with the insurance carrier for policies purchased by the Association. If the Damaged Premises are solely within a Unit or Units owned by the same owner, the Association may permit such Unit owner to settle adjustments, except that no such adjustment shall cause an increase in premium or a decrease in coverage afforded. The Association shall have the sole power to engage contractors to restore the Damaged Premises, provided that a Unit owner's recommendations regarding restoration of a Unit shall be accepted if reasonable. If the insurance proceeds are insufficient for complete restoration because of additional work within a Unit requested by a Unit owner, the Association shall apply to the restoration of any Unit only that portion of the proceeds of insurance which the insurance carrier shall specify is applicable to the particular Damaged Premises and such Unit owner shall pay to the Association the deficiency caused thereby prior to performance of the work.

4. Substantial Damages. If two-thirds (2/3) or more of all the Buildings and other improvements on the Condominium above foundation are destroyed, regardless of the sufficiency of any insurance proceeds for reconstruction and repair of the Damaged Premises, no such reconstruction and repair shall take place unless, within ninety (90) days from the date of the loss, such reconstruction and repair have been approved by at least Sixty-seven Percent (67%) of the votes entitled to be cast in the Association. If such approval is not given within ninety (90) days, then the Condominium shall be subject to an action for partition in the same manner as is provided in paragraph 2(a) above.

5. Condemnation. The Association shall represent the Unit owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the Common Elements or part thereof. The award or proceeds of settlement for a taking of part or all of the Common Elements shall be payable to the Association for the use

and benefit of the Unit owners and their mortgagees as their interests may appear. The procedure for dealing with the total or partial condemnation of the condominium shall be that set forth in Section 703.19, Wisconsin Statutes (1985-86), as the same may be amended from time to time.

ARTICLE 10. INSURANCE

1. Association Insurance. The Association shall obtain and continue in effect comprehensive general public liability insurance for occurrences on the Common Elements and insurance coverage on all buildings on the Condominium, excluding the contents and/or furnishings therein not covered by a standard and commercially accepted form of policy obtained by condominium associations ("Association Insurance"). The Board of Directors may also obtain such other insurance as it shall determine from time to time to be desirable. Except as above, the Association shall not obtain coverages in favor of the Units or their occupants, although Unit owners are required to do so under Section 8 hereof. In no event shall a Unit owner be entitled to exercise its right to maintain insurance coverage for its Unit or contents or furnishings therein in such a way as to result in the decrease of the amount which the Association may realize as trustee under Association Insurance.

2. Coverage of Association Insurance. The Association Insurance shall be in an amount equal to the maximum insurable replacement value, with an "agreed amount" and a "condominium replacement cost" endorsement, without deduction or allowance for depreciation, which amount shall be examined periodically. Such insurance shall afford protection against loss or damage by fire and such hazards 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 buildings similar in construction, location and use.

3. Proceeds. Association Insurance shall be for the benefit of the Association and the owners of Units and their mortgagees as their interests may appear; provided, however, all proceeds payable thereunder shall be paid to the Association as trustee for the owners of Units and their mortgagees for the purpose provided in Article 9 hereof. In the case of proceeds from liability coverage, the same shall be applied as the Association directs.

4. Cost; Procedure. All premiums for Association Insurance and other insurance obtained by the Association shall be a common expense of the Condominium, except that any increase in the rating or premium charged for any such insurance caused by the character of the use of any Unit shall be an expense solely of such Unit owner. A complete insurance appraisal of each building on the Condominium shall be made at the direction of the Board of Directors.

5. Waiver. The Association and each Unit owner hereby expressly waive any claim it or they may have against the other for any loss insured under any policy obtained by the Association, however caused, including such losses as may be due to negligence of such other party, its agents or employees. All such policies of insurance shall contain a

provision that they are not invalidated by the foregoing waiver, but such waiver shall cease to be effective if the existence thereof precludes the Association from obtaining any such policy.

6. Acts Affecting Insurance. No Unit owner or occupant shall commit or permit any violation of covenants or agreements contained in any of the policies of insurance obtained by the Association, or do or permit anything to be done, or keep or permit anything to be kept, or permit any condition to exist, which might (i) result in termination of any such policies, (ii) adversely affect the right of recovery thereunder, (iii) result in reputable insurance companies refusing to provide such insurance, or (iv) result in an increase in the insurance rate or premium over the premium which would have been charged in the absence of such violation or condition, unless, in the case of such increase, the Unit owner responsible for such increase shall pay the same. If the rate of premium payable with respect to the Association Insurance or with respect to any policy of insurance carried by any Unit owner shall be increased over the rate charged for the lowest-rated Unit, (a) by reason of anything that is done or kept in a particular Unit, or (b) as a result of the failure of any Unit owner or any occupant of a Unit to comply with the requirements of the Association Insurance, or (c) as a result of the failure of any such Unit owner or occupant to comply with any of the other terms and provisions of this Declaration or the By-Laws, then the Unit owner of that particular Unit shall reimburse the Association and such other Unit owners individually for the resulting additional premiums which shall be payable by the Association or such other Unit owners, as the case may be. The amount of any such reimbursement due the Association may without prejudice to any other remedy of the Association be enforced by assessing the same to that particular Unit pursuant to the By-Laws.

7. Exclusions From Coverage. Notwithstanding anything to the contrary herein, the insurance coverage obtained by the Association shall exclude (i) any coverage on any personal property located within or appertaining to the exclusive use of a Unit except to the extent included as a standard coverage in the policy of Association Insurance; and (ii) any liability coverage on a Unit owner, its guests, invitees, employees or any other occupants of such Unit, arising out of any and all occurrences and happenings within a Unit and/or relating in any way whatsoever to any and all personal property. It is the sole responsibility of each Unit owner to obtain such insurance coverages as are excluded from the insurance coverage obtained by the Association.

ARTICLE 11. EXPANSION OF CONDOMINIUM

1. Right to Expand. Declarant expressly reserves unto itself, its successors and assigns, the right to expand the Condominium, without the consent or approval of any Unit owner, at any time and from time to time on or prior to the expiration of seven (7) years from the date of recording this Declaration, by subjecting all or any portion of the real estate described on Exhibit D appended hereto (the "Expansion Real Estate") to this Declaration and by constructing thereon,

either before or after such expansion, no more than an additional one hundred four (104) Units. Any Units constructed pursuant to such expansion shall be of a generally consistent quality with the initial improvements and shall be substantially completed prior to annexation to the Condominium. Declarant shall be under no obligation to and makes no representation that it will in fact exercise its rights to expand or construct any part or all of the Condominium as such rights are reserved herein, but if such expansion takes place, then the Units on the Expansion Real Estate and their owners and any Common Elements thereon will become subject to all obligations and restrictions and will be entitled to all the benefits of this Declaration.

2. Effect of Expansion. Upon each such expansion:

(a) Each Unit's Interest shall be expressed as the percentage equivalent of a fraction with the number one (1) as the numerator and the denominator being the total number of Units; except that if as a result of expansion there are constructed Units with a floor area (as determined by Declarant) greater than 2,000 square feet or smaller than 1,000 square feet, Declarant shall, in the amendment effectuating such expansion, set forth a new procedure for determining the Interests of each Unit based on the percentage of floor area within the Units (as determined by Declarant). In connection therewith, Declarant may also provide in such amendment that Units which possess unique Limited Common Elements may be subject to a special assessment with respect to such Limited Common Element.

(b) The common surpluses and expenses of the Condominium shall be shared among the owners of all Units according to their Interests in accordance with Article 3 as adjusted in the manner set forth above, or as otherwise specifically provided for herein.

(c) Each owner of a Unit shall be a member of the Association possessed of voting power proportionate to the Unit's Interest.

3. Method of Expansion. The right of expansion reserved herein shall be exercised by the recording of an amendment to this Declaration and an amendment to each of the Exhibits attached hereto in the Office of the Register of Deeds for Waukesha County, Wisconsin. None of the provisions contained in this Declaration shall be construed to create any obligation on behalf of Declarant, its successors and assigns, to in fact effect such expansion. The attached Exhibit D and the condominium plat show only the outline of the Expansion Real Estate. Each time that Declarant desires to subject any portion of the Expansion Real Estate to this Declaration, Declarant shall record amendments to the Exhibits hereto and to the condominium plat which shall show the location of the buildings, units, other improvements and common elements of that portion of the Expansion Real Estate being so subjected,

in the same manner as if the above were to be shown on the original, recorded condominium plat.

4. Construction Easement. Declarant hereby reserves an easement across the Condominium for the purpose of constructing buildings on the Expansion Real Estate.

5. Matters Prior to Expansion. (a) Declarant hereby reserves an easement across the paved portions of the Common Elements for the benefit of the Expansion Real Estate for the purposes of ingress and egress and for vehicular parking, subject to the limitations below. Declarant hereby further reserves an easement across and under the Common Elements for the benefit of the Expansion Real Estate for the purpose of installation, maintenance and replacement of underground utilities servicing the Expansion Real Estate, subject to the limitations below.

(b) Any vehicles which use or park on the paved portions of the Common Elements pursuant to the foregoing easement shall do so in accordance with any provisions of this Declaration, the By-Laws of the Association and reasonable rules and regulations adopted pursuant thereto which regulate all users and parkers generally; the Association shall not adopt any rule or regulation which discriminates against any owner, tenant, guest or invitee of all or a portion of the Expansion Real Estate. Declarant, its successors and assigns, shall not be liable for any cost or expense associated with the use of or parking on the paved portions of the Common Elements pursuant to the foregoing easement except for amounts arising out of a breach of any of the foregoing provisions and except for any damages to the paved portions of the Common Elements caused by Declarant or its successors and assigns or any guest or invitee thereof.

(c) If Declarant, its successors or assigns, shall install, maintain or replace any utilities from time to time as reserved above, Declarant or its successors and assigns, shall cooperate with the Association to ensure the least disruption to the orderly flow of traffic and parking as possible, consistent with the plans for such installation, maintenance or replacement. Declarant, its successors or assigns, shall perform all the work at its sole cost and expense and shall replace the surface of the Common Elements to substantially the same condition as existed prior to such work. Declarant, its successors and assigns, shall indemnify the Association from any liability for construction liens, but the Association may not require any sort of bond or security.

(d) If Declarant, its successors and assigns, shall determine at any time that it is desirable to coordinate utility services for the Expansion Real Estate with existing utility services for the Condominium, Declarant, its successors and assigns, may cause such utilities to be connected at its sole cost and expense and shall be solely responsible for the maintenance and replacement thereof, but only for those portions which directly service the Expansion Real Estate.

(e) If the Association determines to maintain or replace any utilities servicing the Condominium, then Declarant or its successors and assigns may cause any of its utility work

for the Expansion Real Estate to be performed at the same time and shall be responsible only for any additional costs charged as a result of its work.

(f) The foregoing easements and other provisions of this Article 11 shall terminate with respect to any portion of the Expansion Real Estate at such time as such portion is subjected to this Declaration. Notwithstanding Article 12 hereof, the foregoing easements may not otherwise be amended or terminated without the prior written express consent of Declarant or its successors and assigns.

ARTICLE 12. AMENDMENT OF DECLARATION

1. Procedure. Except as otherwise provided herein, this Declaration may only be amended by the written consent of unit owners representing at least 67% or more of the total allocated votes of the Association. A Unit owner's written consent is not effective unless it is approved by the mortgagee of the Unit, if any. Any amendment to this Declaration shall be prepared and executed by the presiding officer of the Association and shall become effective when recorded in the Office of the Register of Deeds for Waukesha County, Wisconsin. No action to challenge the validity of an amendment shall be commenced more than one (1) year after the amendment is recorded. No amendment shall adversely affect a special right reserved to Declarant without Declarant's consent.

2. Limitations on Certain Amendments. In addition to complying with Section 1 above, the approval of holders of mortgages on Units which have at least Fifty-one Percent (51%) of the votes of Units subject to mortgages, shall be required to add or amend any material provisions of this Declaration, the Articles, By-Laws or Rules and Regulations which establish, provide for, govern or regulate any of the following:

- (a) Voting rights;
- (b) Assessments, assessment liens or subordination of such liens;
- (c) Reserves for maintenance, repair and replacement of the Common Elements;
- (d) Responsibility for maintenance and repair;
- (e) Reallocation of interests in the Common Elements or rights to their use;
- (f) Boundaries of any Unit;
- (g) Convertibility of Units into Common Elements or of Common Elements into Units;
- (h) Expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the Condominium;
- (i) Insurance or fidelity bonds;
- (j) Leasing of Units;
- (k) Imposition of any restriction on a Unit owner's right to sell or transfer his or her Unit;
- (l) Establishment of self-management of the Condominium;
- (m) Any provisions that expressly benefit mortgage holders, insurers or guarantors;
- (n) Restoration or repair of the Condominium (after a hazard damage or partial condemnation) in a manner other than as specified herein;

- (o) Any action to terminate the legal status of the Condominium after substantial destruction or condemnation occurs; and
- (p) Insurance or fidelity bonds.

3. Approval. A Unit owner, or a Mortgage holder in the cases of an amendment to correct a technical error or any amendment not described in Section 2 above or in Article 11, Section 2 hereof, who receives a written request to approve additions or amendments who does not deliver or post to the requesting party a negative response within thirty (30) days shall be deemed to have approved such request.

4. VA Approval. If any Unit is subject to a mortgage owned or guaranteed under the U.S. Veterans Administration Programs, then the condominium regime created hereunder may not be amended or merged with a successor regime without prior written approval in accordance with regulations implementing such program.

5. Amendment of Article 4. No amendment of provisions of Article 4 hereof shall be effective unless all other Constituent Developments then subject to the BEA amend their declarations in a substantially identical manner.

ARTICLE 13. RIGHTS OF MORTGAGE HOLDERS

1. Notice. Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor of a Unit mortgage and the Unit number or address, any such mortgage holder, insurer or guarantor will be entitled to timely written notice of:

(a) Any condemnation or casualty loss which affects either a material portion of the Condominium or the Unit securing its mortgage;

(b) Any thirty (30) day delinquency in the payment of assessments owed by the owner of any Unit on which it holds a mortgage or any breach of the provisions of any instrument or rule governing the Condominium which is not cured by such owner within thirty (30) days of such breach;

(c) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and

(d) Any proposed action which would require the consent of a specified percentage of eligible mortgage holders as specified below or in Article 12 hereof.

2. Other Provisions. Mortgage holders shall also be afforded the following rights:

(a) Any restoration or repair of the Condominium after a partial condemnation or damage due to an insurable hazard, shall be performed substantially in accordance with this Declaration and the original plans and specifications, unless other action is

approved by holders of mortgages on Units which have at least Fifty-one (51%) of the votes of Units subject to mortgages.

(b) Any election to terminate the Condominium after substantial destruction or a substantial taking in condemnation of the Property must require the approval of holders of mortgages on Units which have at least Fifty-one (51%) of the votes of Units subject to mortgages.

3. Condominium Instruments. The Association shall make available to Unit owners and to holders, insurers or guarantors of any mortgage of a Unit, current copies of this Declaration, the By-Laws, Rules and Regulations and the books, records and financial statements of the Association. "Available" means available for inspection, upon request, during normal business hours or under other reasonable circumstances. "Mortgage" as used in this Declaration includes a land contract for a Unit.

4. Audit. A mortgagee shall be entitled, upon written request, to an audited financial statement for the immediately preceding fiscal year of the Association prepared at the expense of such mortgagee. Such financial statement shall be furnished within a reasonable time following such request. If following any expansion, the Condominium contains more than 50 Units, such audit shall be at the Association's expense.

5. Definition. For purposes of this Declaration and the Association's By-Laws, the terms "Mortgagee" or "Mortgage holder" shall be defined as limited to holders of a first lien mortgage and land contract vendors. Persons described by such definition are required to register with the Association in order to claim a right to notice under this Declaration and By-Laws.

ARTICLE 14. RIGHTS OF DECLARANT

1. Control of Association. (a) Until the earlier of the expiration of five (5) years from the date that the first Unit is conveyed to any person other than Declarant, or thirty (30) days after the conveyance of 75% of the Interests to purchasers, Declarant, or its successors and assigns, acting alone shall have the right to appoint and remove officers of the Association.

(b) Prior to conveyance of 25% of the Interests to purchasers, the Association shall hold a meeting and the Unit owners other than Declarant shall elect at least 25% of the Board of Directors.

(c) Prior to conveyance of 50% of the Interests to purchasers, the Association shall hold a meeting and the Unit owners other than Declarant shall elect at least 33 1/3% of the Board of Directors, including the director elected under (b) above. For example, if the Board is comprised of three (3) Directors, the election of one (1) director pursuant to

subsection (1)(b) herein shall also satisfy the requirements of this subsection.

(d) For purposes of the foregoing sections, the Interests in the Condominium shall be based upon 120 Units without regard to whether Declarant has yet subjected the Condominium to expansion or constructed such Units.

2. Other Rights. Pending the sale of all Units on the Condominium, including any Units on the Expansion Real Estate described in Article 11, Declarant or its successors and assigns, acting alone:

(a) may, but shall not be obligated to, manage and operate the Condominium in accordance with the provisions of this Declaration, including the right to contract for professional management of the Condominium;

(b) may use the Common Elements and any unsold Units on the Condominium in any manner as may facilitate the sale or leasing of all Units thereon, including, but not limited to, in connection therewith, maintaining a sales and/or rental office or offices and models and showing the Condominium or maintaining signs;

(c) reserves the right to (i) grant easements upon, over, through and across the Common Elements as may be required for furnishing any kind of utility services, including cable television or master antenna service, which easements may be granted to itself or its nominee and/or as may be necessary for excavation and construction of any of the Units and (ii) grant easements upon, over, through or across the Common Elements for ingress and egress to and from the Condominium and other real property adjacent to it; and

(d) reserves the right to (i) make minor alterations and changes to the design or exterior materials of any Building or any part thereof subsequent to construction; and (ii) alter and change the interior materials and the interior arrangement of any Unit owned by Declarant.

ARTICLE 15. REMEDIES FOR VIOLATION BY UNIT OWNER

If any Unit owner fails to comply with the Act, this Declaration or the By-Laws, such Unit owner shall be liable for damages or any other remedy provided by the By-Laws or subject to injunctive relief, or all of the above, as a result of such non-compliance, by the Association or in a proper case, by an aggrieved Unit owner.

ARTICLE 16. SERVICE OF PROCESS

Service of process shall be made on L.B. Hardy, 217 Wisconsin Avenue, Waukesha, Wisconsin 53186. Any change in the person or location for the service of process designated by the Association shall become effective upon the recording of notice thereof in the Office of the Register of Deeds for Waukesha County, Wisconsin.

ARTICLE 17. RIGHT OF ENTRY

A right of entry to the Units as reserved by Article 7, Section 8 shall exist for the owners thereof or their agents or any person authorized by the Association for the purposes provided in such Article provided request for entry is made in advance and at a convenient time for the Member. However, in case of emergency, entry of a Unit may be made immediately, whether the owner or occupant of the Unit is or is not present and without liability to the Unit owner, the Association or its agents. Any damage or loss caused as a result of such emergency entry shall be at the sole expense of the Unit owner if, in the reasonable judgment of those authorizing the entry, such entry was for emergency purposes.

ARTICLE 18. CONSTRUCTION AND EFFECT

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

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

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

4. Acceptance of Deed. By acceptance of a deed of conveyance of a Unit from Declarant, the grantee of such Unit and each successor in title to such Unit or an interest therein shall, in the event of the occurrence of any or all of the events specified in Article 2, Section 3 and Article 11, be deemed to consent and agree to the action so taken. Each such grantee of a Unit and each successor in title to such Unit or an interest therein, hereby constitutes and appoints Declarant, its successors and assigns, as its true and lawful attorney (i) to execute, deliver and record on behalf of the grantee and each successor in title to such Unit or an interest therein, such instruments, if any, as may be required to effect such action, and (ii) to do all other things necessary to accomplish the action so taken.

5. Successors and Assigns. All rights and benefits reserved or covenanted in favor of the Declarant under this Declaration shall inure to the benefit of and be binding upon its successors and assigns. Any reference in this Declaration to the "successors and assigns" of Declarant shall be deemed to refer only to such person or entity to whom Declarant has expressly assigned all of said rights and benefits by an

instrument in writing specifically identifying the rights and benefits so assigned.

Executed at Waukesha, Wisconsin, this 18th day of February, 1988.

The Villages of Brookshire,
a joint venture,

By: First Financial Savings
Association, a joint venturer

By: Ralph R. Staven
Ralph R. Staven Its Chairman of the Board

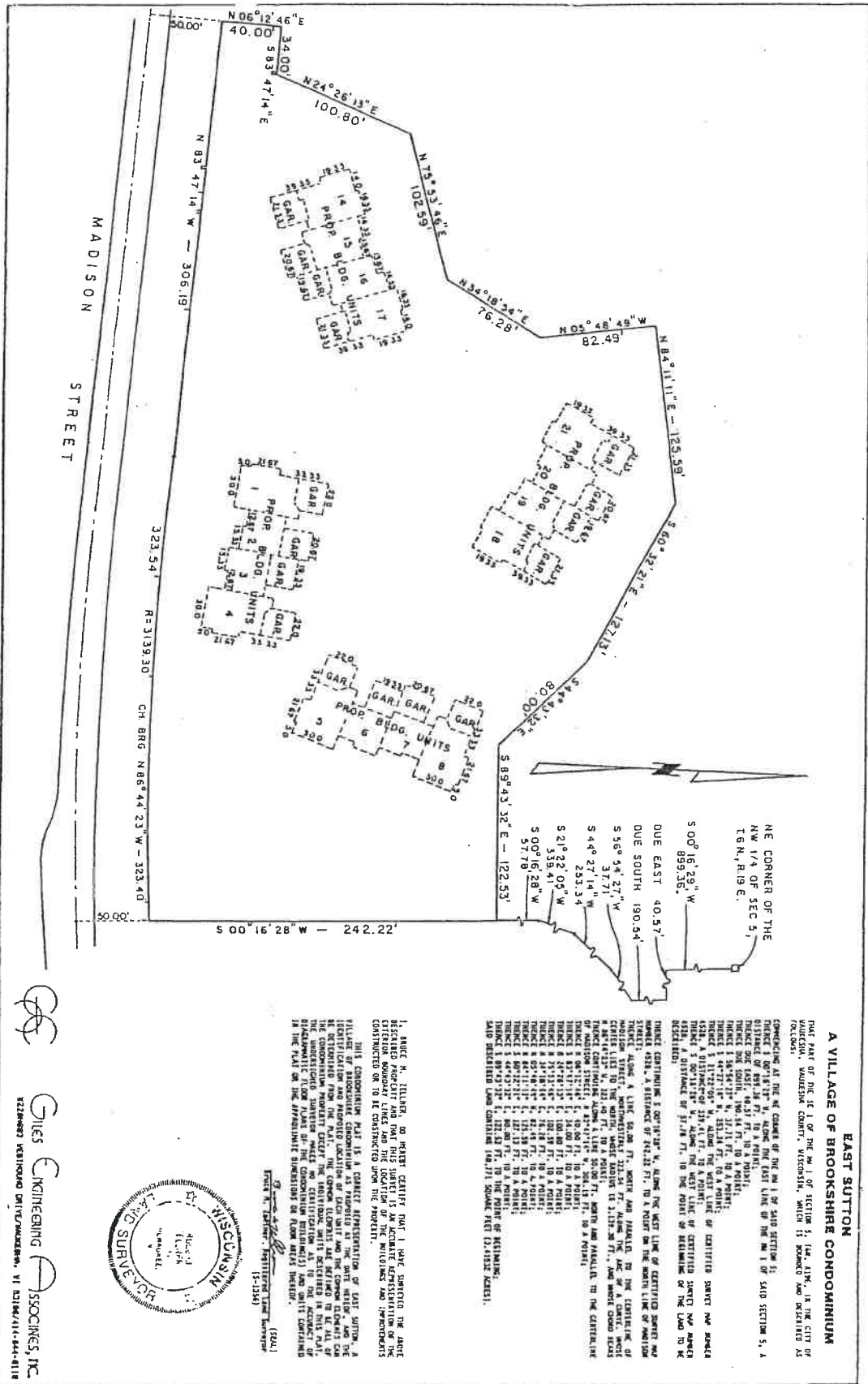
By: Hardy & Co., Inc.,
a joint venturer

By: L. B. Hardy
L. B. Hardy Its President

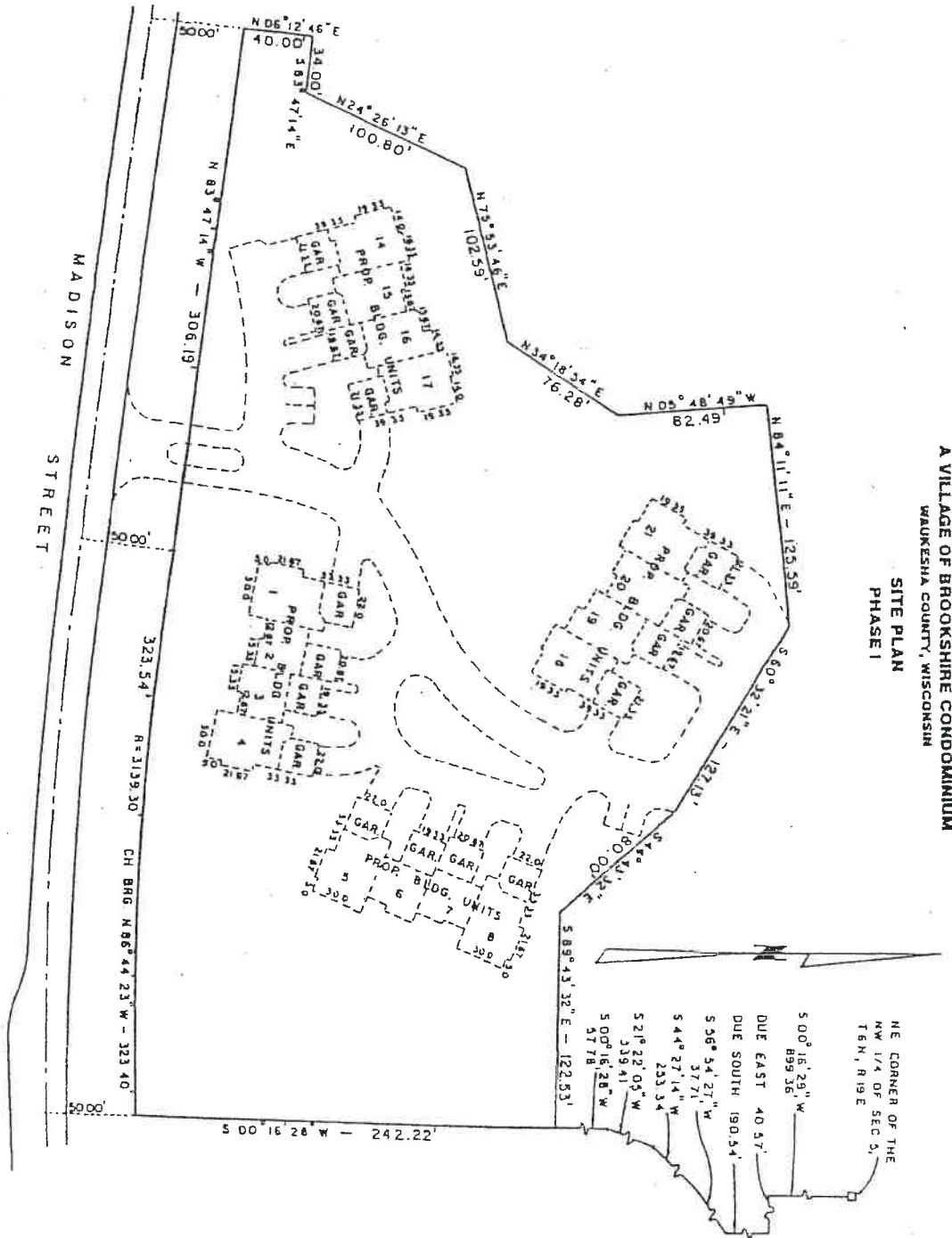
Signatures of Ralph R. Staven and L. B. Hardy
authenticated this 18th day of February, 1988.

James A. Wojahn
Member, State Bar of Wisconsin or
Notary Public, State of Wisconsin
My commission: June 26, 1988

This instrument was drafted by Hal Karas and Paul G. Hoffman of Michael, Best & Friedrich, 250 East Wisconsin Avenue, Milwaukee, Wisconsin. Please return to Paul G. Hoffman at that address.



EAST SUTTON
A VILLAGE OF BROOKSHIRE CONDOMINIUM
WAUKESHA COUNTY, WISCONSIN
SITE PLAN
PHASE I



EAST SUTTON
A VILLAGE OF BROOKSHIRE CONDOMINIUM
WAUKESHA COUNTY, WISCONSIN
SITE PLAN
PHASE I

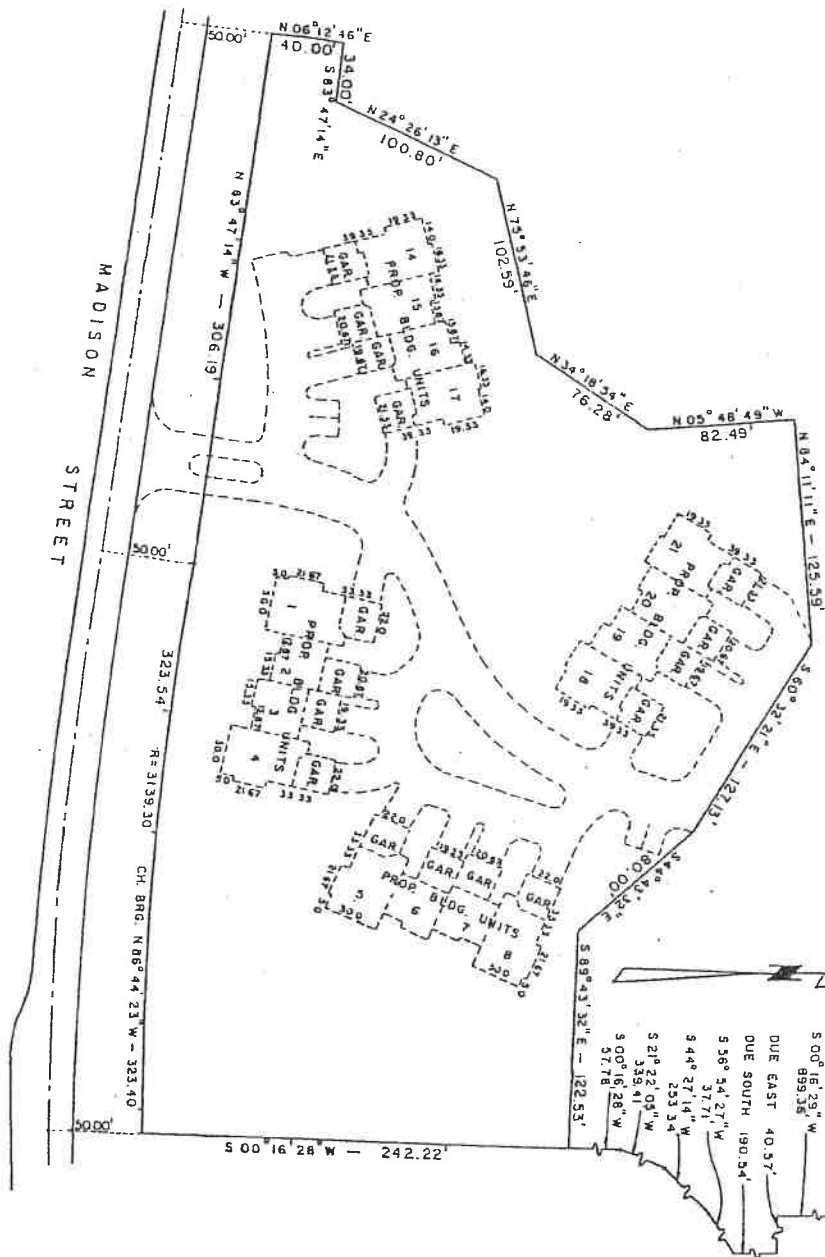


EXHIBIT B

EAST SUTTONA VILLAGE IN BROOKSHIRE

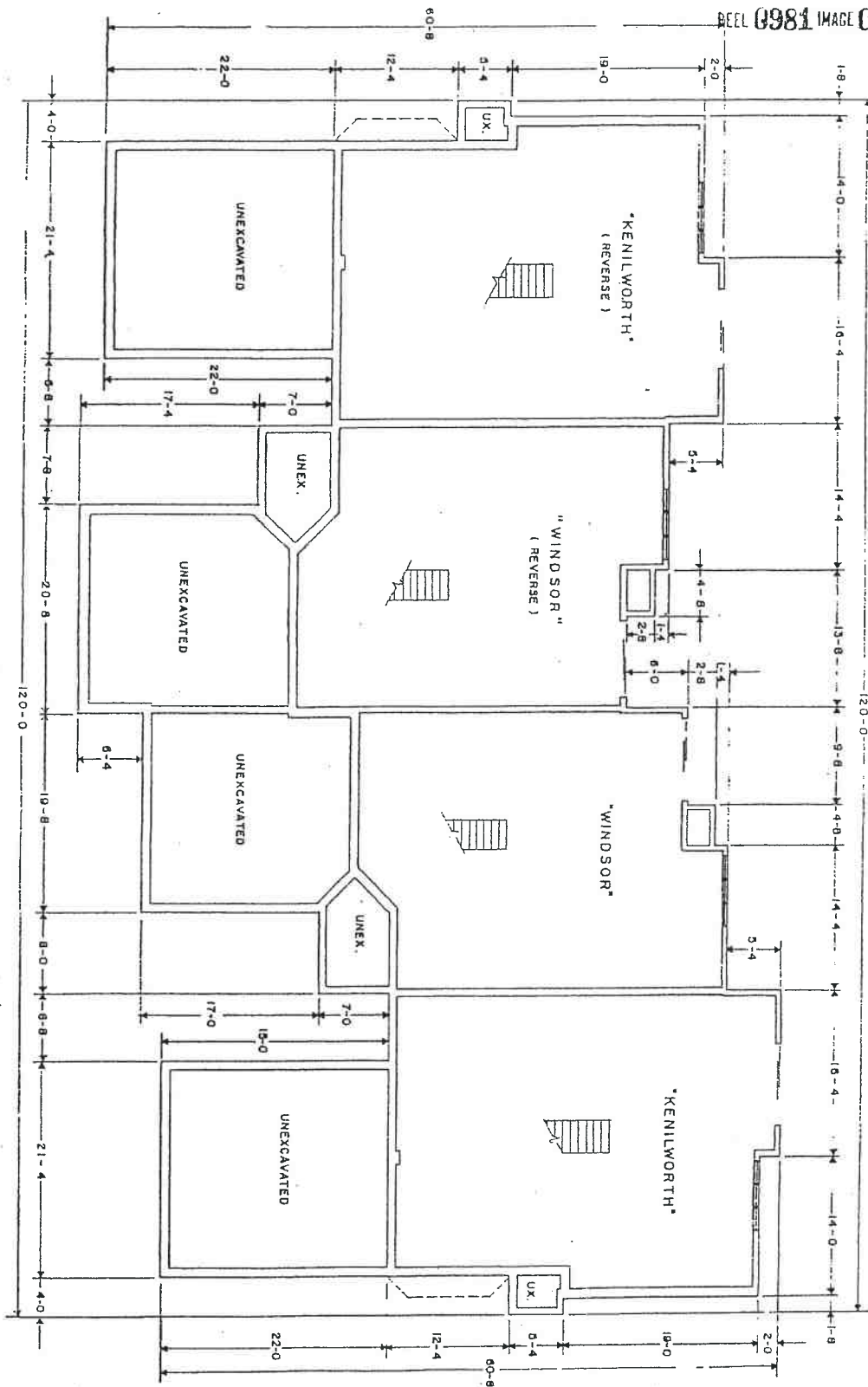
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2	101 B East Sutton Place	Dover
3	101 C East Sutton Place	Dover
4	101 D East Sutton Place	Blair
5	103 A East Sutton Place	Blair
6	103 B East Sutton Place	Dover
7	103 C East Sutton Place	Dover
8	103 D East Sutton Place	Blair
14	100 A East Sutton Place	Kenilworth
15	100 B East Sutton Place	Windsor
16	100 C East Sutton Place	Windsor
17	100 D East Sutton Place	Kenilworth
18	102 A East Sutton Place	Kenilworth
19	102 B East Sutton Place	Windsor
20	102 C East Sutton Place	Windsor
21	102 D East Sutton Place	Kenilworth

Units Shown

1 and 5	Blair
2 and 6	Dover
16 and 20	Windsor
17 and 21	Kenilworth

Units Which
Are Mirror Images

4 and 8	Blair
3 and 7	Dover
15 and 19	Windsor
14 and 18	Kenilworth



B. S. BUILDING

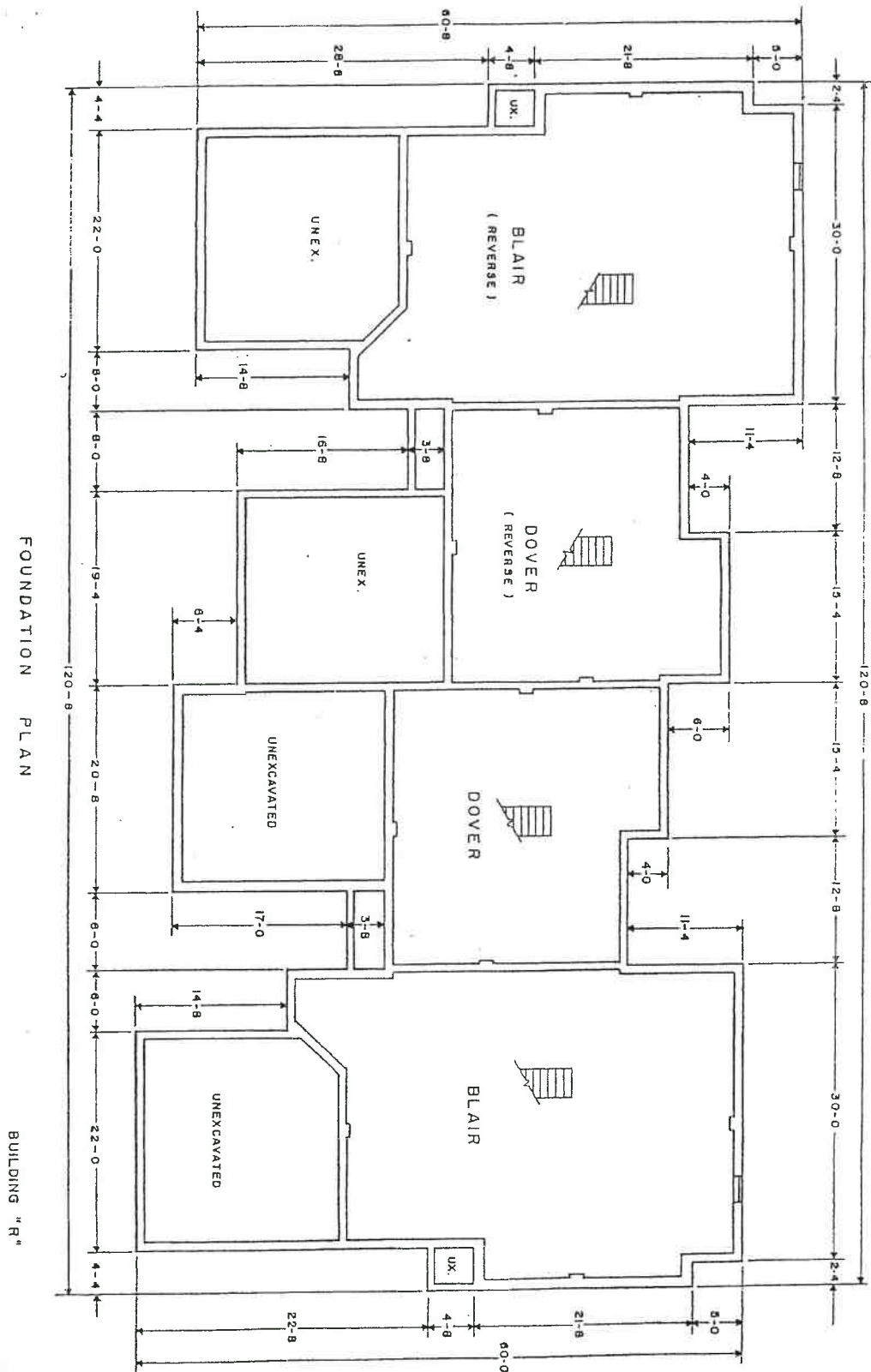
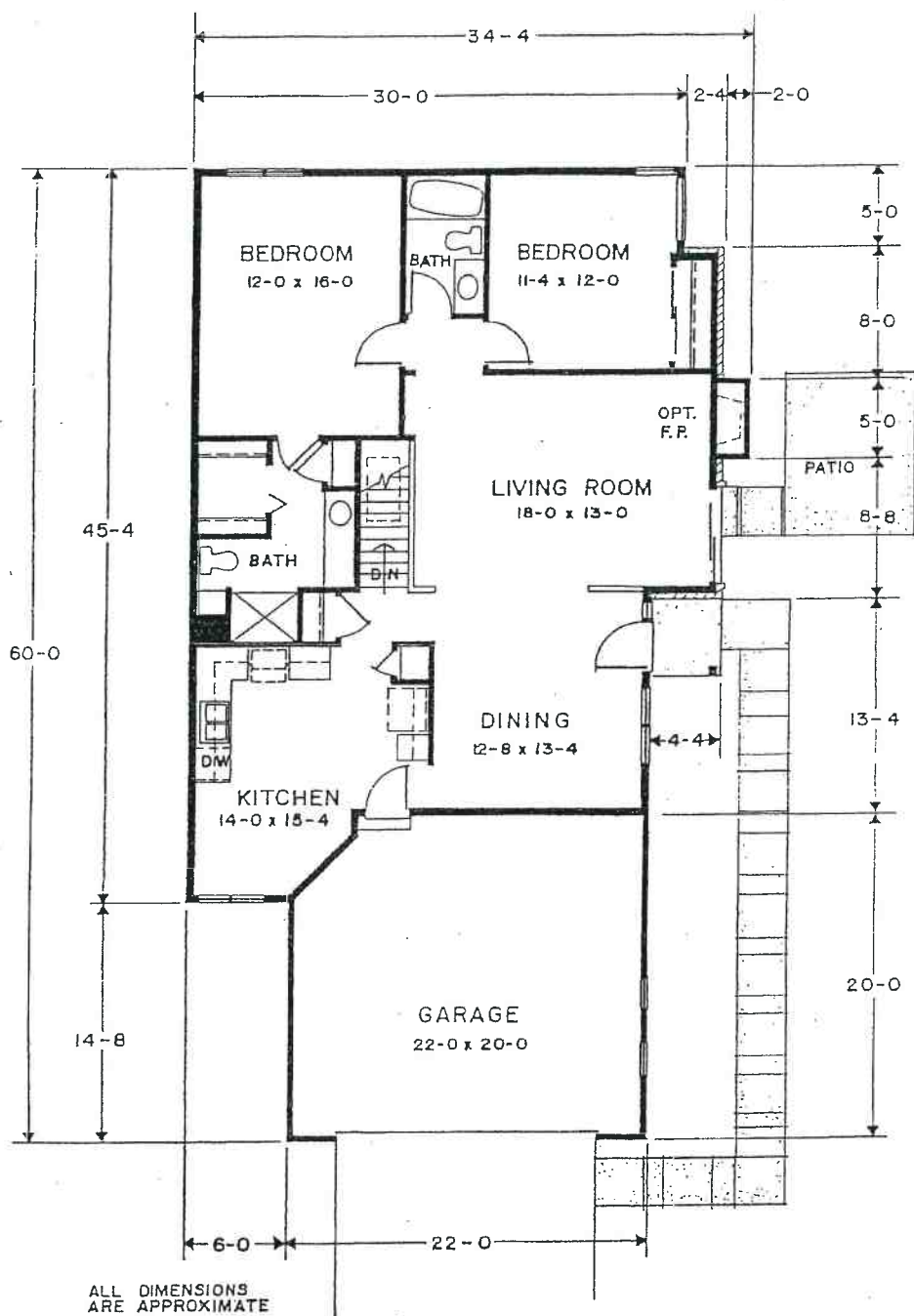


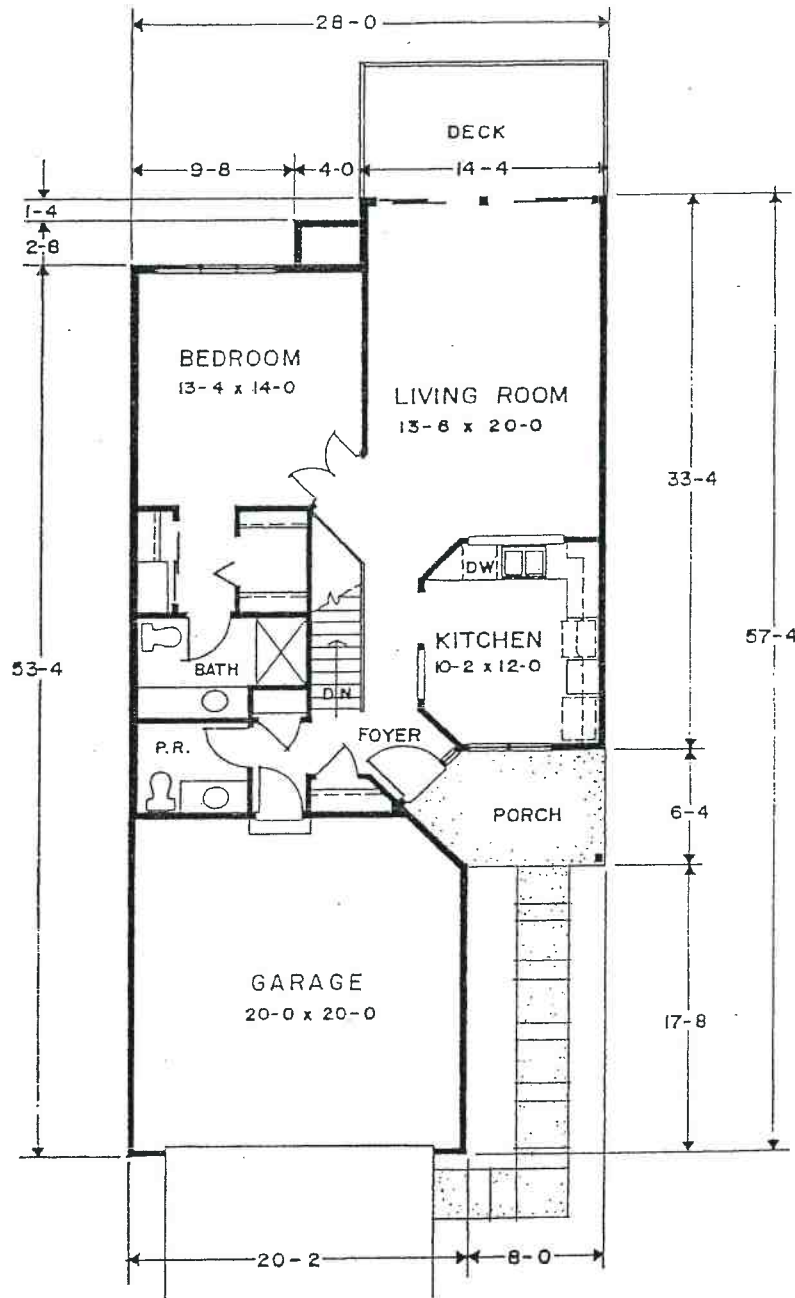
EXHIBIT C-2



FIRST FLOOR PLAN

BLAIR

EXHIBIT C-3

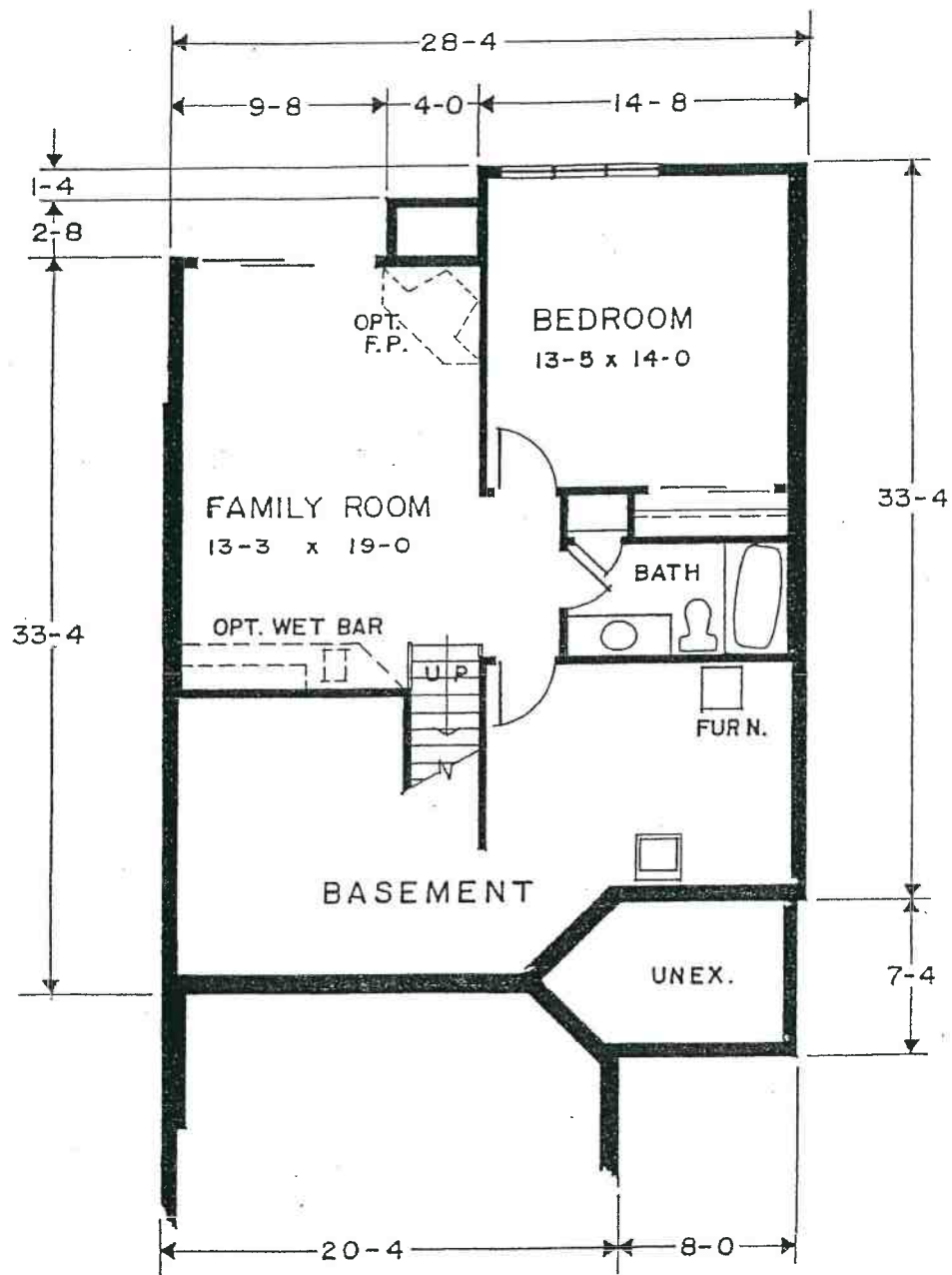


FIRST FLOOR PLAN

ALL DIMENSIONS
ARE APPROXIMATE

WINDSOR

EXHIBIT C-5

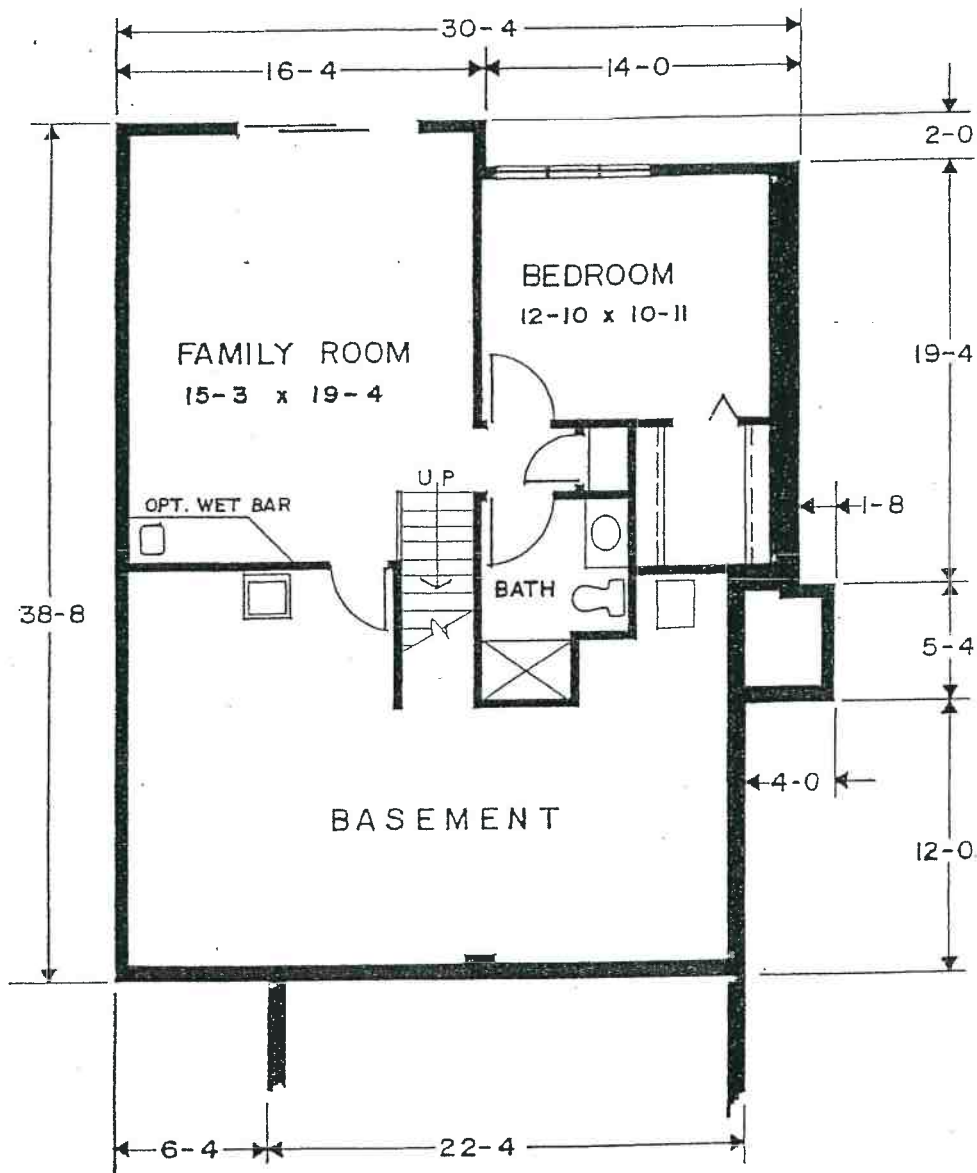


LOWER LEVEL PLAN

ALL DIMENSIONS
ARE APPROXIMATE

WINDSOR

EXHIBIT C-4

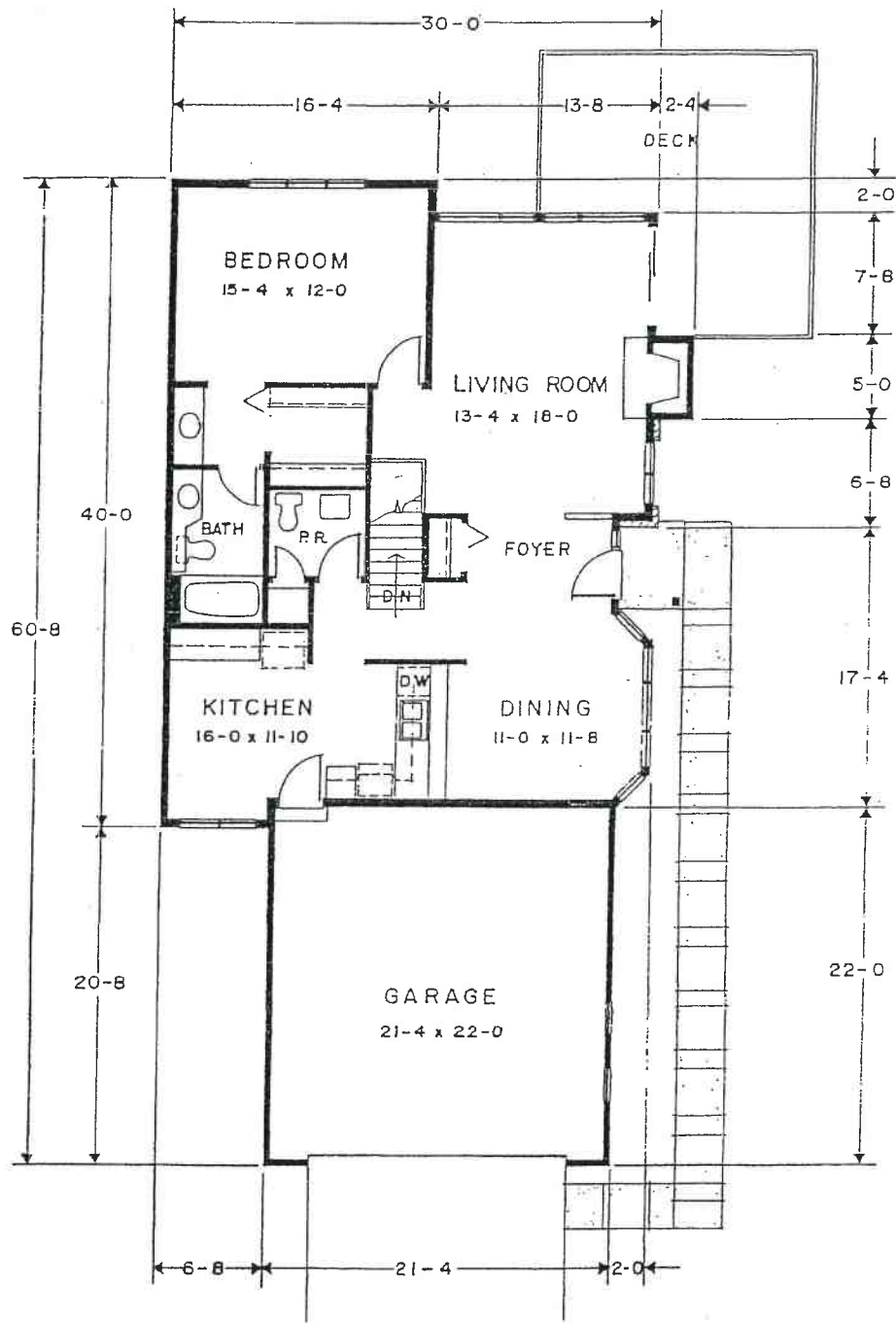


ALL DIMENSIONS
ARE APPROXIMATE

LOWER LEVEL PLAN

KENILWORTH

EXHIBIT C-6

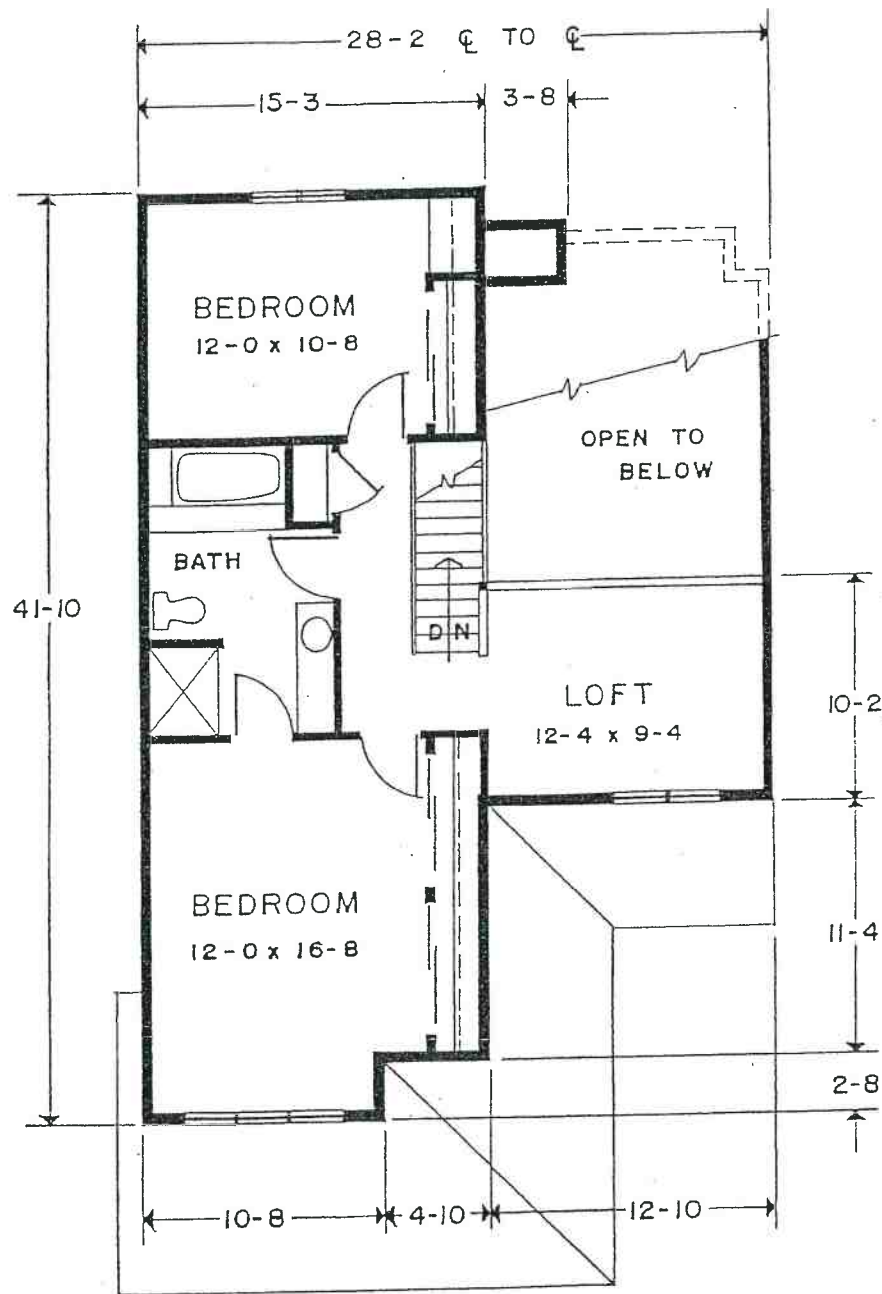


FIRST FLOOR PLAN

KENILWORTH

ALL DIMENSIONS
ARE APPROXIMATE

EXHIBIT C-7



SECOND FLOOR PLAN

ALL DIMENSIONS
ARE APPROXIMATE

DOVER

EXHIBIT C-8

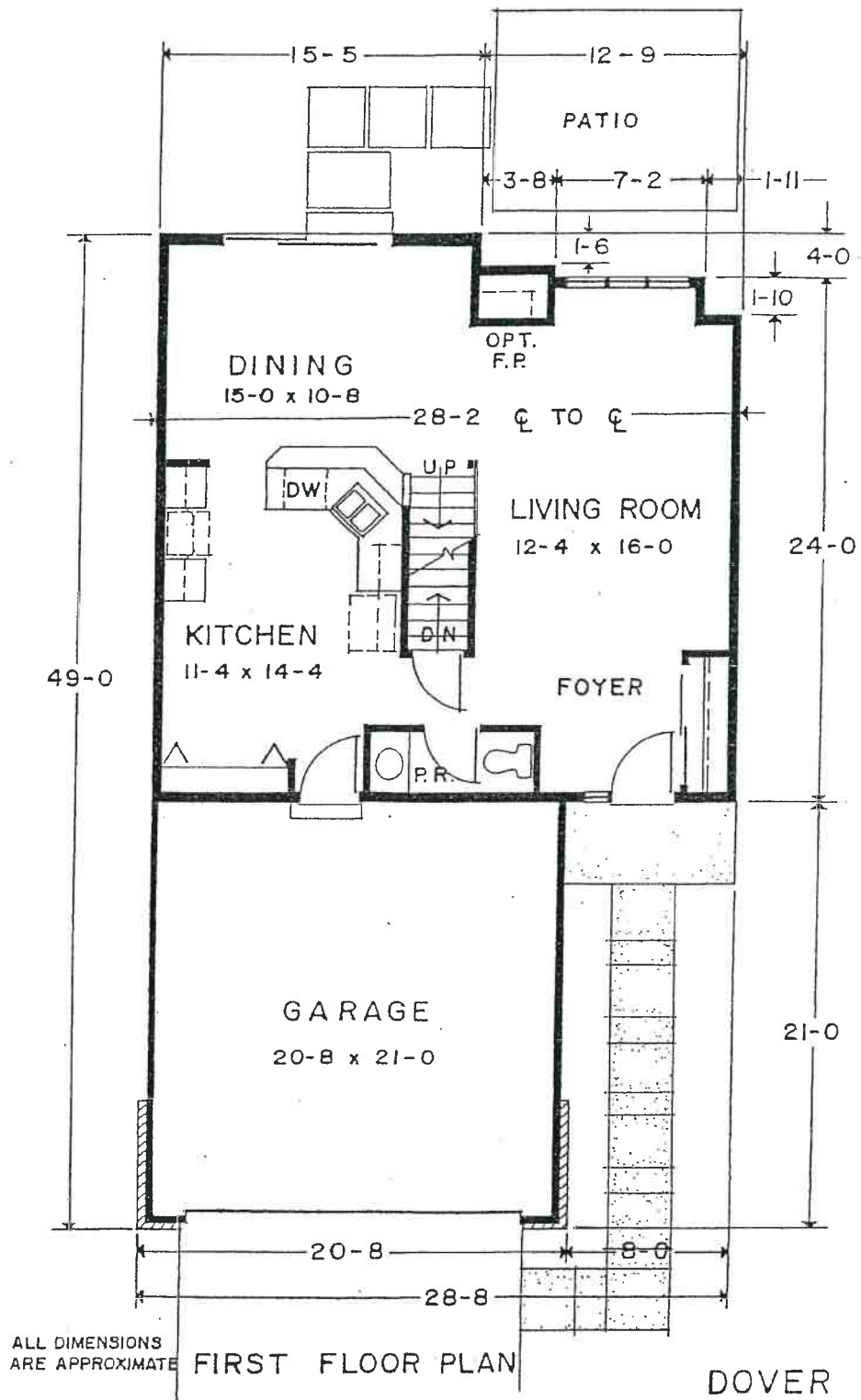
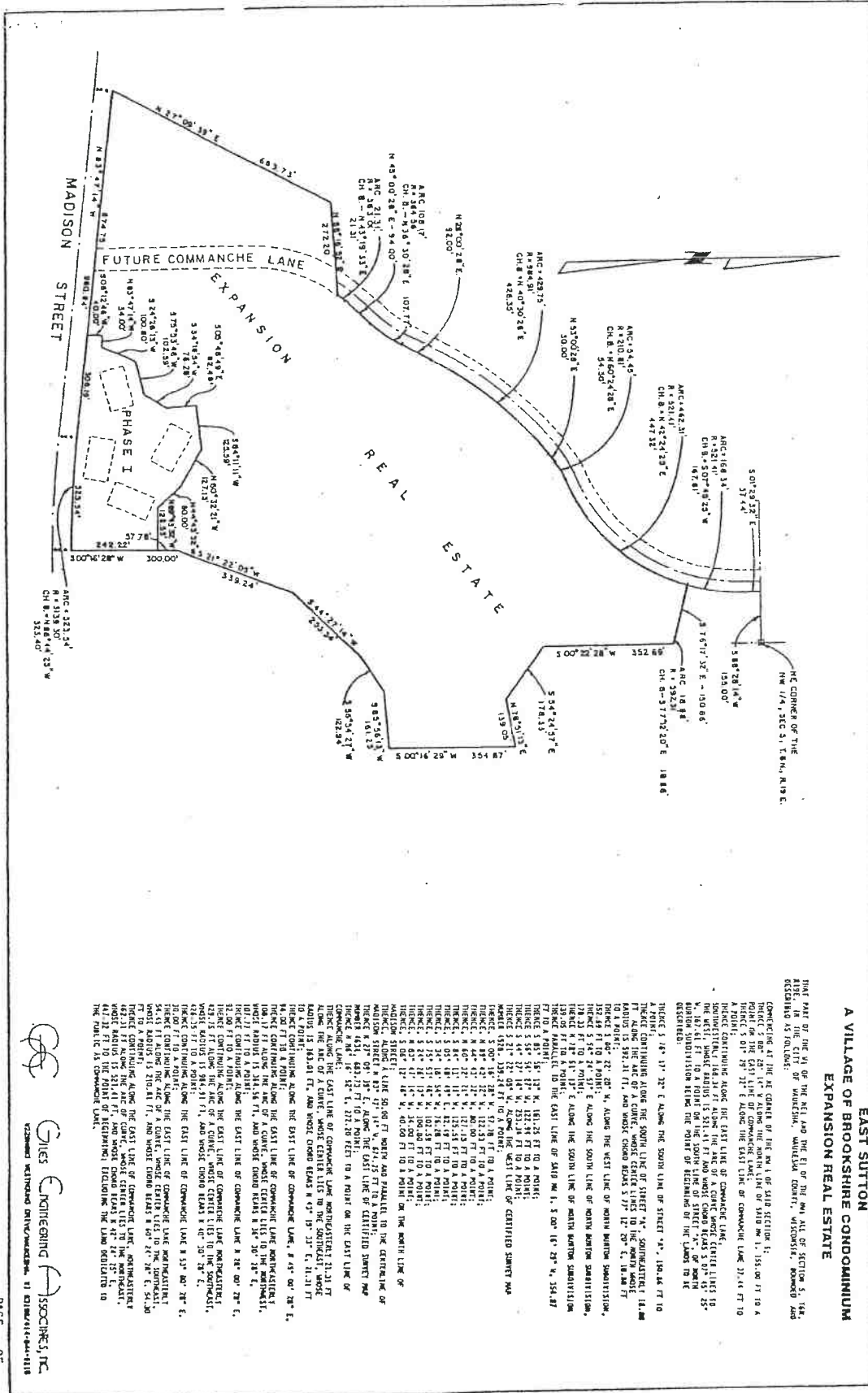


EXHIBIT C-9



1497653

REGISTER'S OFFICE
WAUKESHA COUNTY, WIS. SS1394
14976531988 AUG 25 PM 4:00
REEL 1034 IMAGE 0460 ✓FIRST AMENDMENT
TO
DECLARATION OF CONDOMINIUM
OFEAST SUTTON, A VILLAGE OF BROOKSHIRE CONDOMINIUM
MICHAEL J. HUNTER
REGISTERED PROFESSIONAL SURVEYOR

THIS FIRST AMENDMENT entered into this 23rd day of August, 1988 by The Villages of Brookshire, a joint venture, ("Declarant").

WITNESSETH:

Declarant recorded a Declaration of Condominium of East Sutton, A Village of Brookshire Condominium, in the Office of the Register of Deeds for Waukesha County, Wisconsin as Document No. 1470453 (the "Declaration"), which subjected certain property in the City of Waukesha, Wisconsin to the Condominium Ownership Act (the "Act"). In Article 11 of the Declaration, Declarant reserved the right to expand the Condominium by subjecting to the Declaration parts or all of the real estate described in Exhibit D of the Declaration (the "Expansion Real Estate") and constructing buildings, units and improvements thereon.

Declarant now desires to subject to the Declaration a portion of the Expansion Real Estate (the "Phase II Property") and to construct thereon two (2) additional buildings with four (4) units each and one (1) additional building with five (5) units, together with further landscaped areas, walkways, driveways, fixtures, parking areas and other improvements (collectively, the "New Buildings").

The New Buildings and improvements thereon, together with the condominium created under the Declaration, shall be referred to herein jointly as the "Condominium". As used herein, the term "Unit owner" shall mean the owner of a Unit in any of the Buildings previously declared or declared herein, unless otherwise limited.

NOW, THEREFORE, Declarant, pursuant to Article 11 of the Declaration, hereby amends the Declaration by submitting the Phase II Property, the New Buildings and improvements to the Act and the Declaration as though fully set forth therein at the time of recording the Declaration, subject to taxes and assessments not yet due and payable, municipal and zoning ordinances, recorded easements and restrictions, any other easements and/or rights in favor of gas, sanitary sewers, storm sewers, electric, telephone and water utilities, all other matters of record and the following restrictions and conditions:

Section 1. Article 2 of the Declaration is hereby amended by striking the number "Sixteen (16)" therefrom and replacing it with the number "Twenty-nine (29)."

Section 2. Article 3 of the Declaration is hereby amended by deleting the first sentence of Section 1 and substituting therefor the following:

"The ownership of each Unit shall include a 1/29th undivided interest in the Common Elements."

Section 3. The Units declared herein shall have Limited Common Elements as described in Article 2 of the Declaration.

Section 4. Attached hereto is Exhibit 2A which identifies the location of the New Buildings. Exhibit A as recorded is hereby expanded to include the property described in Exhibit 2A. Exhibit B as recorded is expanded to include the following addresses, unit numbers and floor plans for the Units in the New Buildings:

<u>East Sutton Place Building Address</u>	<u>Unit No.</u>		<u>Unit Floorplan</u> Same as Unit
105A	9	Blair	1
105B	10	Dover	2
105C	11	Dover	3
105D	12	Dover	2
105E	13	Blair	4
104A	22	Kenilworth	14
104B	23	Windsor	15
104C	24	Windsor	16
104D	25	Kenilworth	17
106A	26	Kenilworth	14
106B	27	Windsor	15
106C	28	Windsor	16
106D	29	Kenilworth	17

Section 5. Exhibit D to the Declaration is hereby deleted and the attached Exhibit 2D is substituted therefor.

Section 6. (a) By constructing the New Buildings, Declarant does not waive any of the rights reserved in Article 11 nor does it represent that the New Buildings are the full extent

of the exercise of its rights thereunder. However, DECLARANT SHALL BE UNDER NO OBLIGATION AND MAKES NO REPRESENTATION THAT IT WILL FURTHER EXPAND OR CONSTRUCT ANY PART OR ALL OF THE EXPANSION REAL ESTATE AS SUCH RIGHTS ARE RESERVED. Exhibit 2D sets forth that part of the Expansion Real Estate which has not been included in the Condominium.

(b) Except as otherwise stated herein, the provisions of the Declaration shall be deemed to extend to Units in all Buildings as though each had been fully set forth therein at the time of recording the Declaration.

Executed at Waukesha, Wisconsin

THE VILLAGES OF BROOKSHIRE,
a joint venture

By: First Financial Savings Association,
a joint venturer

By: Ralph R. Staven
Ralph R. Staven, Its Chairman

By: Hardy & Co., Inc.
a joint venturer

By: L. B. Hardy
L. B. Hardy, Its President

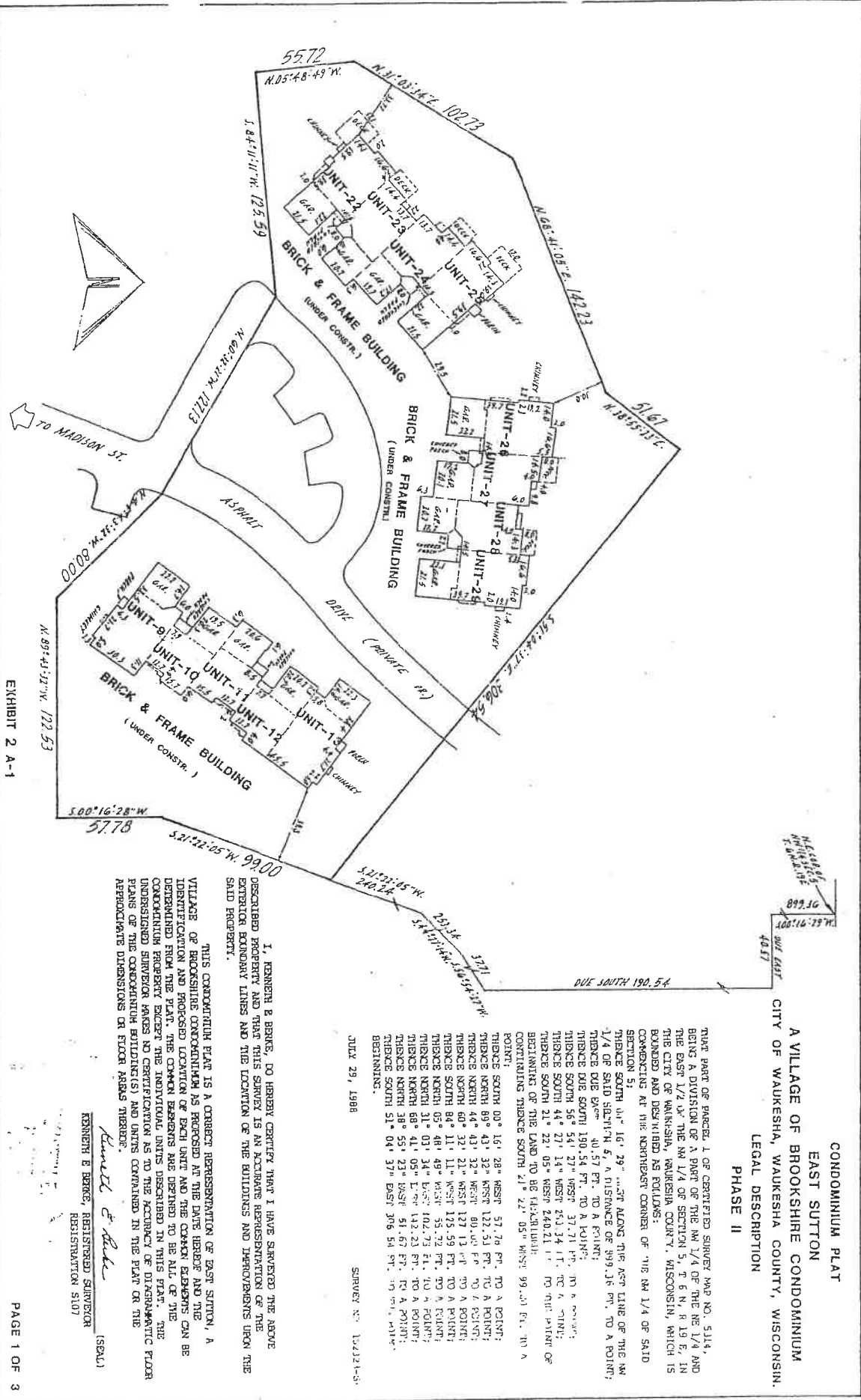
Signatures of Ralph R. Staven and L. B. Hardy authenticated this 23rd day of August, 1988.

Jean A. Woyak
Member, State Bar of Wisconsin or Jean A. Woyak
Notary Public, State of Wisconsin
My Commission: June 21, 1992

This instrument was drafted by Hal Karas
and David B. Kennedy of Michael, Best & Friedrich

Please return to:

Hal Karas
Michael, Best & Friedrich
250 East Wisconsin Avenue
Milwaukee, WI 53202-4286



CONDOMINIUM PLAT
EAST SUTTON
A VILLAGE OF BROOKSHIRE CONDOMINIUM
CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN.
LEGAL DESCRIPTION
PHASE II

THAT PART OF PARCEL 1 OF CERTIFIED SURVEY MAP NO. 5114, BEING A DIVISION OF A PART OF THE NW 1/4 OF THE NE 1/4 AND THE EAST 1/2 OF THE NW 1/4 OF SECTION 5, T. 6 N., R. 19 E., IN THE CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN, WHICH IS BOUNDED AND DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHEAST CORNER OF THE NW 1/4 OF SAID SECTION 5;
THENCE SOUTH 01° 16' 29\"

I, KENNETH E. BERNE, DO HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THIS SURVEY IS AN ACCURATE REPRESENTATION OF THE EXISTING BOUNDARY LINES AND THE LOCATION OF THE BUILDINGS AND IMPROVEMENTS UPON THE SAID PROPERTY.

THIS CONDOMINIUM PLAT IS A CORRECT REPRESENTATION OF EAST SUTTON, A VILLAGE OF BROOKSHIRE CONDOMINIUM AS PREPARED IN THE DATE HEREBE AND THE IDENTIFICATION OF EACH UNIT AND THE COMMON ELEMENTS CAN BE DETERMINED FROM THE PLAT. THE COMMON ELEMENTS ARE DEFINED TO BE ALL OF THE CONDOMINIUM PROPERTY EXCEPT THE INDIVIDUAL UNITS DESCRIBED IN THIS PLAT. THE UNDESIGNED SURVEYOR HAS NO CERTIFICATION AS TO THE ACCURACY OF DIMENSIONAL FLOOR PLANS OF THE CONDOMINIUM BUILDINGS AND UNITS CONTAINED IN THE PLAT OR THE APPROPRIATE DIMENSIONS OR FLOOR PLANS THEREOF.

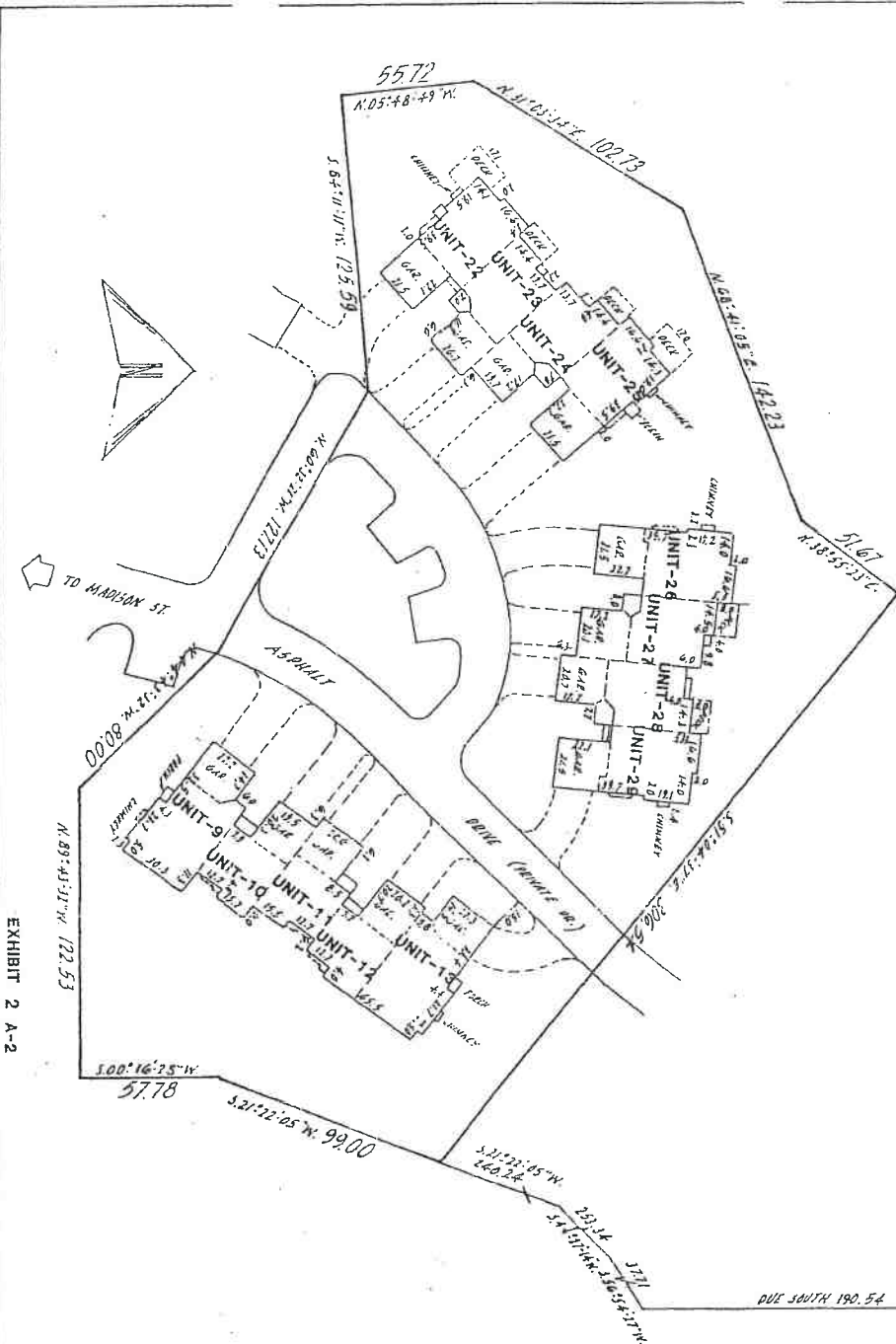
Kenneth E. Berne
KENNETH E. BERNE, REGISTERED SURVEYOR
REGISTRATION 5107 (SEAL)

JULY 29, 1988

SURVEY NO. 12421-S

EXHIBIT 2 A-1

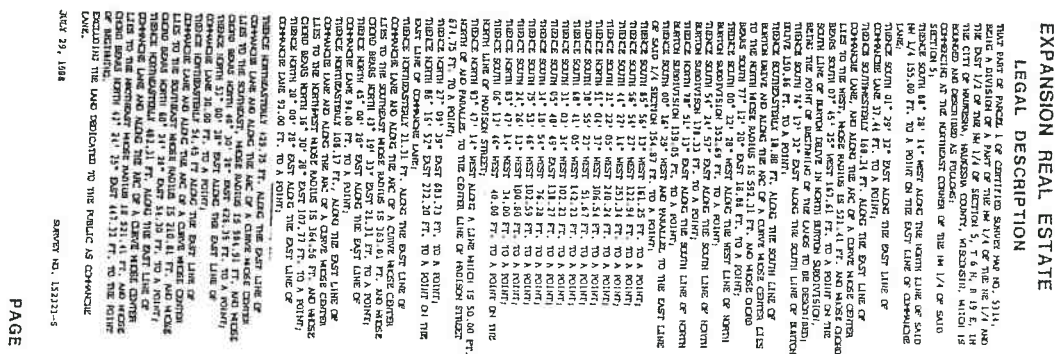
EAST SUTTON
A VILLAGE OF BROOKSHIRE CONDOMINIUM
CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN.
SITE PLAN



UNIT FLOOR PLAN
SAME AS UNIT

- 1 - BLAIR
- 2 - DOVER
- 3 - DOVER
- 2 - DOVER
- 4 - BLAIR
- 14 - KENILWORTH
- 15 - WINDSOR
- 16 - WINDSOR
- 17 - KENILWORTH
- 14 - KENILWORTH
- 15 - WINDSOR
- 16 - WINDSOR
- 17 - KENILWORTH
- AS SHOWN IN ORIGINAL
PLAT OF EAST SUTTON

EXHIBIT 2 A-2



1498299

RESTATED EXHIBIT TO THE PLAT OF EAST SUTTON

A VILLAGE OF BROOKSHIRE CONDOMINIUM

CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN

PHASE II

The undersigned owners of the Villages of Brookshire submit the following information which was omitted from the plat of East Sutton, a Village of Brookshire Condominium.

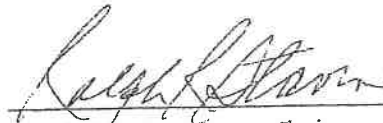
<u>Unit Number</u>	<u>Same As Unit Number</u>	<u>Floor Plan Name</u>
9	1	Blair
10	2	Dover
11	3	Dover
12	2	Dover
13	4	Blair
22	14	Kenilworth
23	15	Windsor
24	16	Windsor
25	17	Kenilworth
26	14	Kenilworth
27	15	Windsor
28	16	Windsor
29	17	Kenilworth

AS SHOWN IN ORIGINAL PLAT OF EAST SUTTON.

HARDY & CO., INC.

VILLAGES OF BROOKSHIRE, a Joint Venture
By First Financial Savings Association

L. B. Hardy, President



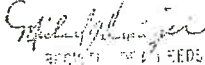
Ralph R. Staven, Chairman

REGISTER'S OFFICE
WAUKESHA COUNTY, WISCONSIN

1498299

1988 AUG 31 PM 1:56

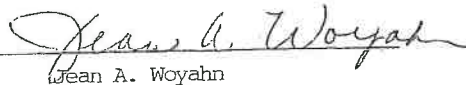
REEL REEL 1036 IMAGE 0205


NOTARY PUBLIC

STATE OF WISCONSIN)

WAUKESHA COUNTY)

Personally came before me this 31st day
of August, 1988 the above
named L. B. Hardy and Ralph R. Staven to me
known to be the persons who executed the
foregoing instrument and acknowledge the same.



Jean A. Woyahn

This instrument was drafted
by: L. B. Hardy

Notary Public Waukesha County, Wisconsin
My Commission Expires June 26, 1992

1535573

REGISTER'S OFFICE
WAUKESHA COUNTY, WIS. 535
REC'D MAY 16 1989

1989 MAY 16 PM 2:53

REEL 1107 PHASE 0943

Michael J. Schneider
REGISTER OF DEEDSSECOND AMENDMENT
TO
DECLARATION OF CONDOMINIUM
OFEAST SUTTON, A VILLAGE OF BROOKSHIRE CONDOMINIUM

1535573

THIS SECOND AMENDMENT entered into this 4TH day of May, 1989 by The Villages of Brookshire, a joint venture ("Declarant").

WITNESSETH:

Declarant recorded a Declaration of Condominium of East Sutton, A Village of Brookshire Condominium, in the Office of the Register of Deeds for Waukesha County, Wisconsin as Document No. 1470453 (the "Declaration"), which subjected certain property in the City of Waukesha, Wisconsin to the Condominium Ownership Act (the "Act"). In Article 11 of the Declaration, Declarant reserved the right to expand the Condominium. Declarant thereafter partially exercised its right of expansion by recording a First Amendment to the Declaration as Doc. No. 1497653, reserving the right to further expand the Condominium by subjecting to the Declaration parts or all of the real estate described in Exhibit 2D (the "Expansion Real Estate") and constructing buildings, units and improvements thereon.

Declarant now desires to subject to the Declaration a portion of the Expansion Real Estate (the "Phase III Property") and to construct thereon one additional building with two (2) units and three (3) additional buildings with four (4) units each, together with further landscaped areas, walkways, driveways, fixtures, parking areas and other improvements (collectively, the "New Buildings").

The New Buildings and improvements thereon, together with the condominium created under the Declaration and the First Amendment, shall be referred to herein jointly as the "Condominium". As used herein, the term "Unit owner" shall mean the owner of a Unit in any of the Buildings previously declared or declared herein, unless otherwise limited.

NOW, THEREFORE, Declarant, pursuant to Article 11 of the Declaration, hereby amends the Declaration by submitting the Phase III Property, the New Buildings and improvements to the Act and the Declaration as though fully set forth therein at the time of recording the Declaration, subject to taxes and assessments not yet due and payable, municipal and zoning

ordinances, recorded easements and restrictions, any other easements and/or rights in favor of gas, sanitary sewers, storm sewers, electric, telephone and water utilities; all other matters of record and the following restrictions and conditions:

Section 1. Article 2 of the Declaration is hereby amended by striking the number "Twenty-nine (29)" therefrom and replacing it with the number "Forty-three (43)."

Section 2. Article 3 of the Declaration is hereby amended by deleting the first sentence of Section 1 and substituting therefor the following:

"The ownership of each Unit shall include a 1/43rd undivided interest in the Common Elements."

Section 3. The Units declared herein shall have Limited Common Elements as described in Article 2 of the Declaration.

Section 4. Attached hereto is Exhibit 3A which identifies the location of the New Buildings. Exhibit A as recorded is hereby expanded to include the property described in Exhibit 3A. Declarant expressly reserves the right to convert any portion of the Phase III Property designated as proposed building pads in Exhibit 3A from Common Elements to individual ownership for the purpose of constructing additional Units upon further amendment to the Declaration. Declarant also expressly reserves an easement over the Common Elements for the purpose of constructing such additional Units.

Section 5. Exhibit B as recorded is expanded to include the following addresses, unit numbers and floor plans for the Units in the New Buildings:

<u>East Sutton Place Building Addresses</u>	<u>Unit #</u>	<u>Unit Floor Plan</u>
110 A	34	Same as 14
110 B	35	Same as 44
110 C	36	Same as 45
110 D	37	Same as 17
115 D	43	Same as 14
115 C	44	Mirror image of 45
115 B	45	Windsor Modified*
115 A	46	Same as 17

<u>East Sutton Place Building Addresses</u>	<u>Unit #</u>	<u>Unit Floor Plan</u>
113 D	47	Same as 14
113 C	48	Same as 44
113 B	49	Same as 45
113 A	50	Same as 17
111	51	Mirror Image of 52
109	52	Blair II*

*Floor plans appear in Exhibit 3C

Section 6. Attached hereto is Exhibit 3C which identifies floor plans for certain Units. Exhibit C as recorded is expanded to include the floor plans described in Exhibit 3C.

Section 7. Exhibit 2D to the Declaration is hereby deleted and the attached Exhibit 3D is substituted therefor.

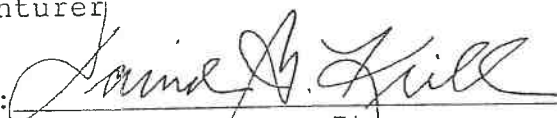
Section 8. (a) By constructing the New Buildings, Declarant does not waive any of the rights reserved in Article 11 nor does it represent that the New Buildings are the full extent of the exercise of its rights thereunder. However, DECLARANT SHALL BE UNDER NO OBLIGATION AND MAKES NO REPRESENTATION THAT IT WILL FURTHER EXPAND OR CONSTRUCT ANY PART OR ALL OF THE EXPANSION REAL ESTATE AS SUCH RIGHTS ARE RESERVED. Exhibit 3D sets forth that part of the Expansion Real Estate which has not been included in the Condominium.

(b) Except as otherwise stated herein, the provisions of the Declaration shall be deemed to extend to Units in all Buildings as though each had been fully set forth therein at the time of recording the Declaration.

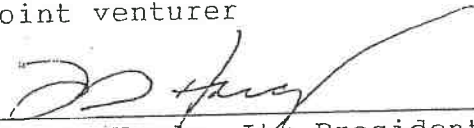
Executed at Waukesha, Wisconsin.

THE VILLAGES OF BROOKSHIRE, a joint venture

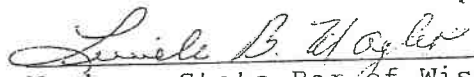
By: First Financial Bank, FSB, a joint venturer

By: 
David G. Krill, Its Sr. Vice Pres.

By: Hardy & Co., Inc.
a joint venturer

By: 
L. B. Hardy, Its President

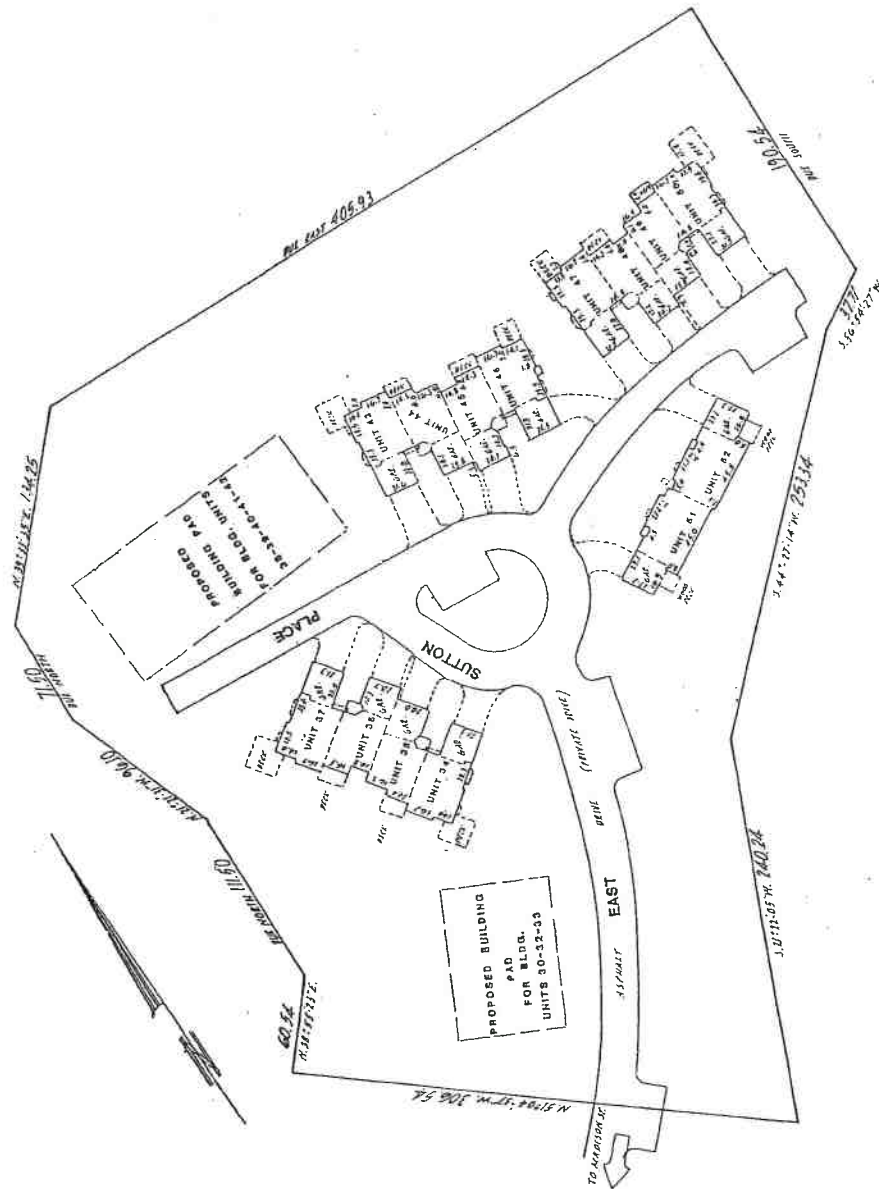
Signatures of David G. Krill and L. B. Hardy
authenticated this 4th day of May, 1989.


Member, State Bar of Wisconsin or
Notary Public, State of Wisconsin
My Commission: Expires: May 10, 1992

This instrument was drafted by Hal Karas
and Charlene A. Wallace of Michael, Best & Friedrich

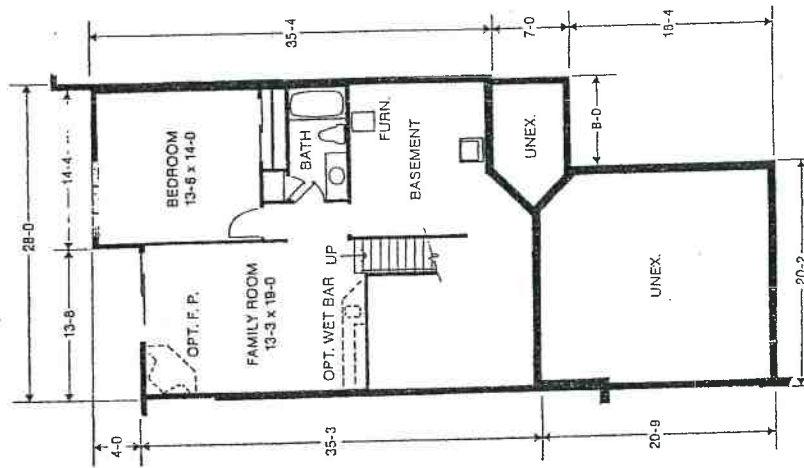
Please return to:
Charlene A. Wallace
Michael, Best & Friedrich
250 East Wisconsin Avenue
Milwaukee, WI 53202-4286

EXHIBIT 3-A-2



EAST SUTTON
A VILLAGE OF BROOKSHIRE CONDOMINIUM
CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN.

PAGE 3 OF 8



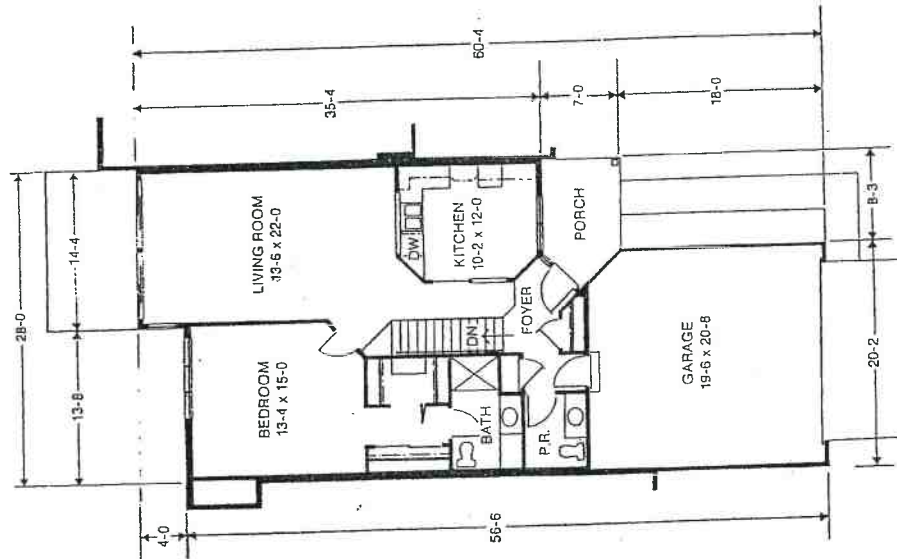
LOWER LEVEL UNIT 45 WINDSOR MODIFIED

DIMENSIONS SHOWN ARE APPROXIMATE

EXHIBIT 3-C-1

EAST SUTTON
A VILLAGE OF BROOKSHIRE CONDOMINIUM
CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN.

PAGE 4 OF 8



UPPER LEVEL UNIT 45 WINDSOR MODIFIED

DIMENSIONS SHOWN ARE APPROXIMATE

EXHIBIT 3-C-2

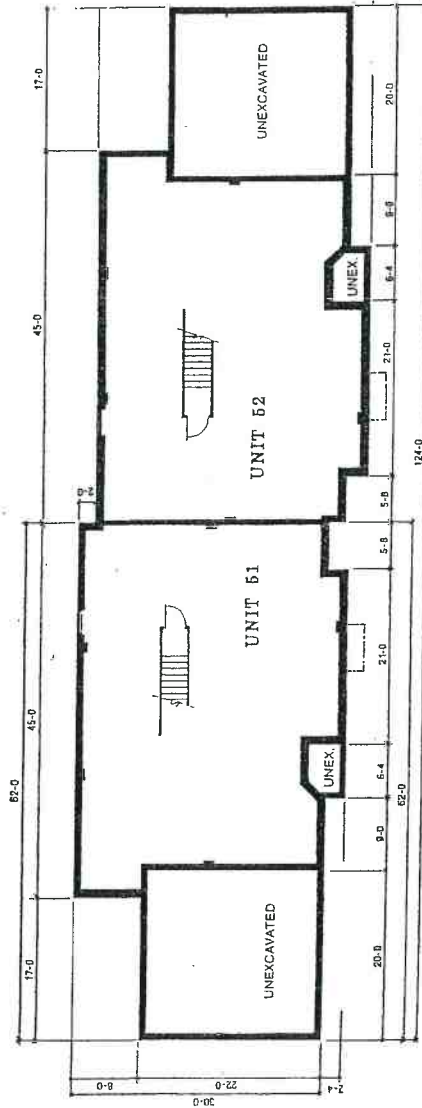
Architectural floor plan of the second floor of the Kenilworth Hotel. The plan shows a symmetrical layout with a central corridor and two main wings. The left wing contains 'KENILWORTH' rooms and a 'WINDSOR MODIFIED' room. The right wing contains 'WINDSOR MODIFIED' and 'KENILWORTH' rooms. At the far right are three 'UNEX. UNIT' rooms (43, 44, 45). The plan includes numerous dimensions in feet and inches, such as 118-8 overall width and 21-4 overall depth. Staircases and restrooms are also indicated.

LOWER LEVEL UNIT 43-44-45-46 KENILWORTH & WINDSOR MODIFIED

DIMENSIONS SHOWN ARE APPROXIMATE

EXHIBIT 3-C-3

EAST SUTTON
A VILLAGE OF BROOKSHIRE CONDOMINIUM
CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN.

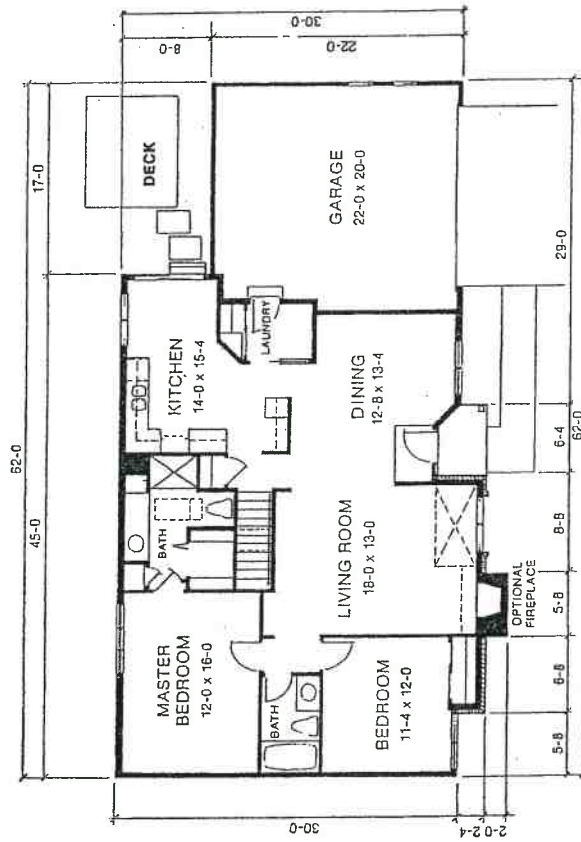


LOWER LEVEL UNIT 51 & 52 BLAIR II

DIMENSIONS SHOWN ARE APPROXIMATE

EXHIBIT 3-C-4

EAST SUTTON
A VILLAGE OF BROOKSHIRE CONDOMINIUM
CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN.

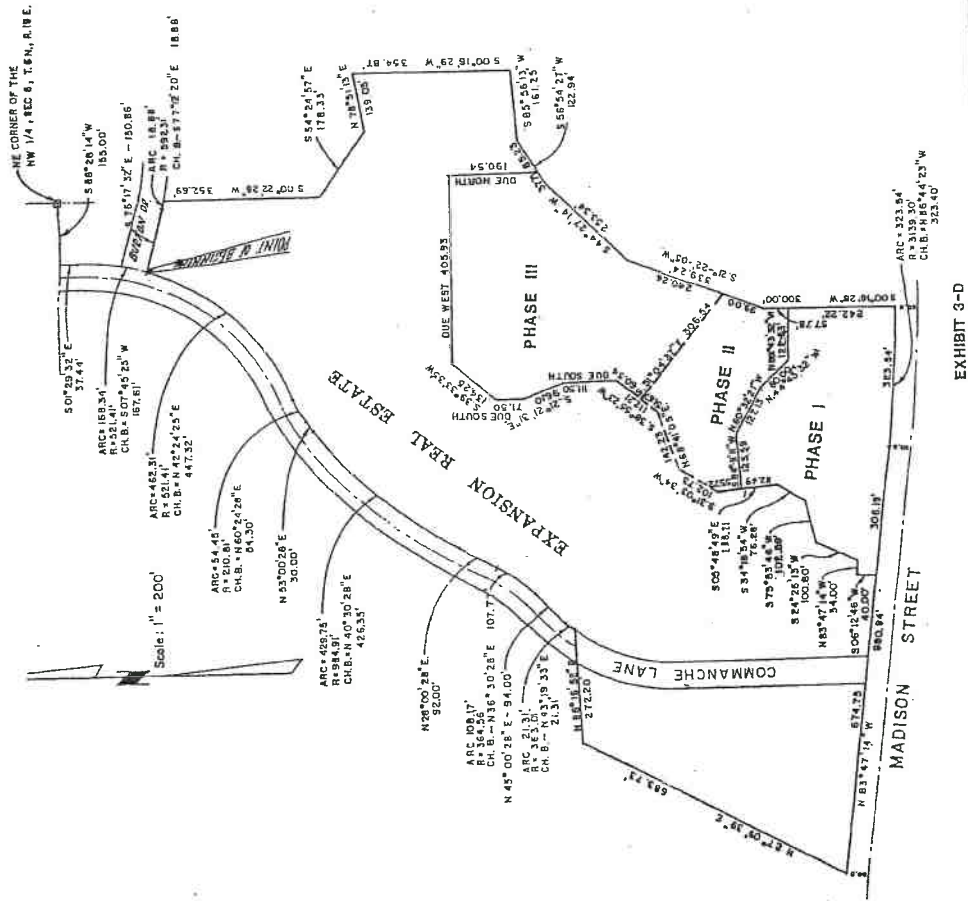


UPPER LEVEL UNIT 62 BLAIR II

DIMENSIONS SHOWN ARE APPROXIMATE

EXHIBIT 3-C-5

EAST SUTTON
A VILLAGE OF BROOKSHIRE CONDOMINIUM
CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN.
EXPANSION REAL ESTATE
LEGAL DESCRIPTION



THENCE NORTH 17° 17' 17\"/>

APRIL 10, 1999 SURVEY NO. 13331-6

1562053

REGISTER'S OFFICE
WAUKESHA COUNTY, WIS. } SS
FILED

1989 OCT 27 PM 1:35

REC-1151 PAGE 0688
REEL

THIRD AMENDMENT
TO
DECLARATION OF CONDOMINIUM
OF
EAST SUTTON, A VILLAGE OF BROOKSHIRE CONDOMINIUM

THIS THIRD AMENDMENT entered into this 23rd day
of October, 1989 by The Villages of Brookshire, a joint
venture ("Declarant").

WITNESSETH:

1562053

Declarant recorded a Declaration of Condominium of
East Sutton, A Village of Brookshire Condominium, in the
Office of the Register of Deeds for Waukesha County, Wisconsin
as Document No. 1470453 (the "Declaration"), which subjected
certain property in the City of Waukesha, Wisconsin to the
Condominium Ownership Act (the "Act"). In Article 11 of the
Declaration, Declarant reserved the right to expand the
Condominium. Declarant thereafter partially exercised its
right of expansion by recording a First Amendment to the
Declaration as Doc. No. 1497653 and a Second Amendment to the
Declaration as Doc. No. 1535573. In Section 4 of the Second
Amendment, Declarant reserved the right to convert certain of
the Common Elements therein added to individual ownership for
the purpose of constructing additional Units. In Section 5 of
the Second Amendment, Declarant set out the addresses of the
Units therein added and to be added by conversion of the
Common Elements.

Declarant now desires to subject to the Declaration
the additional Units contemplated by such reservation, as
follows: one (1) additional building with three (3) units and
one (1) additional building with five (5) units, together with
further landscaped areas, walkways, driveways, fixtures,
parking areas and other improvements (collectively, the "New
Buildings"). Declarant also desires, for the convenience of
the U.S. Postal Service, to change the addresses of certain of
the Units added by the Second Amendment.

The New Buildings and improvements thereon, together
with the condominium created under the Declaration, the First
Amendment and the Second Amendment, shall be referred to
herein jointly as the "Condominium". As used herein, the term
"Unit owner" shall mean the owner of a Unit in any of the
Buildings previously declared or declared herein, unless
otherwise limited.

NOW, THEREFORE, Declarant hereby amends the
Declaration by submitting the New Buildings and improvements
to the Act and the Declaration as though fully set forth

therein at the time of recording the Declaration, subject to taxes and assessments not yet due and payable, municipal and zoning ordinances, recorded easements and restrictions, any other easements and/or rights in favor of gas, sanitary sewers, storm sewers, electric, telephone and water utilities, all other matters of record and the following restrictions and conditions:

Section 1. Article 2 of the Declaration is hereby amended by striking the number "Forty-three (43)" therefrom and replacing it with the number "Fifty-one (51)."

Section 2. Article 3 of the Declaration is hereby amended by deleting the first sentence of Section 1 and substituting therefor the following:

"The ownership of each Unit shall include a 1/51st undivided interest in the Common Elements."

Section 3. The Units declared herein shall have Limited Common Elements as described in Article 2 of the Declaration.

Section 4. Attached hereto is Exhibit 4A which identifies the location of the New Buildings.

Section 5. Exhibit B as recorded is amended to change the addresses of Units 47 through 50 as follows:

<u>Unit #</u>	<u>Prior Address</u> <u>East Sutton Place</u>	<u>New Address</u> <u>East Sutton Place</u>
47	113D	117D
48	113C	117C
49	113B	117B
50	113A	117A

Exhibit B as recorded is also expanded to include the following addresses, unit numbers and floor plans for the Units in the New Buildings:

<u>East Sutton Place</u> <u>Building Addresses</u>	<u>Unit #</u>	<u>Unit Floor Plan</u>
108 A	30	Same as 14
108 B	32	Same as 45
108 C	33	Same as 17
112 A	38	Same as 14
112 B	39	Same as 44
112 C	40	Same as 44
112 D	41	Same as 45
112 E	42	Same as 17

Section 6. Except as otherwise stated herein, the provisions of the Declaration shall be deemed to extend to Units in all Buildings as though each had been fully set forth therein at the time of recording the Declaration.

Executed at Waukesha, Wisconsin.

THE VILLAGES OF BROOKSHIRE, a joint venture

By: First Financial Bank, FSB, a joint venturer

By: Richard A. Leichtfuss
Richard A. Leichtfuss, Its Vice President

By: Hardy & Co., Inc.
a joint venturer

By: L. B. Hardy
L. B. Hardy, Its President

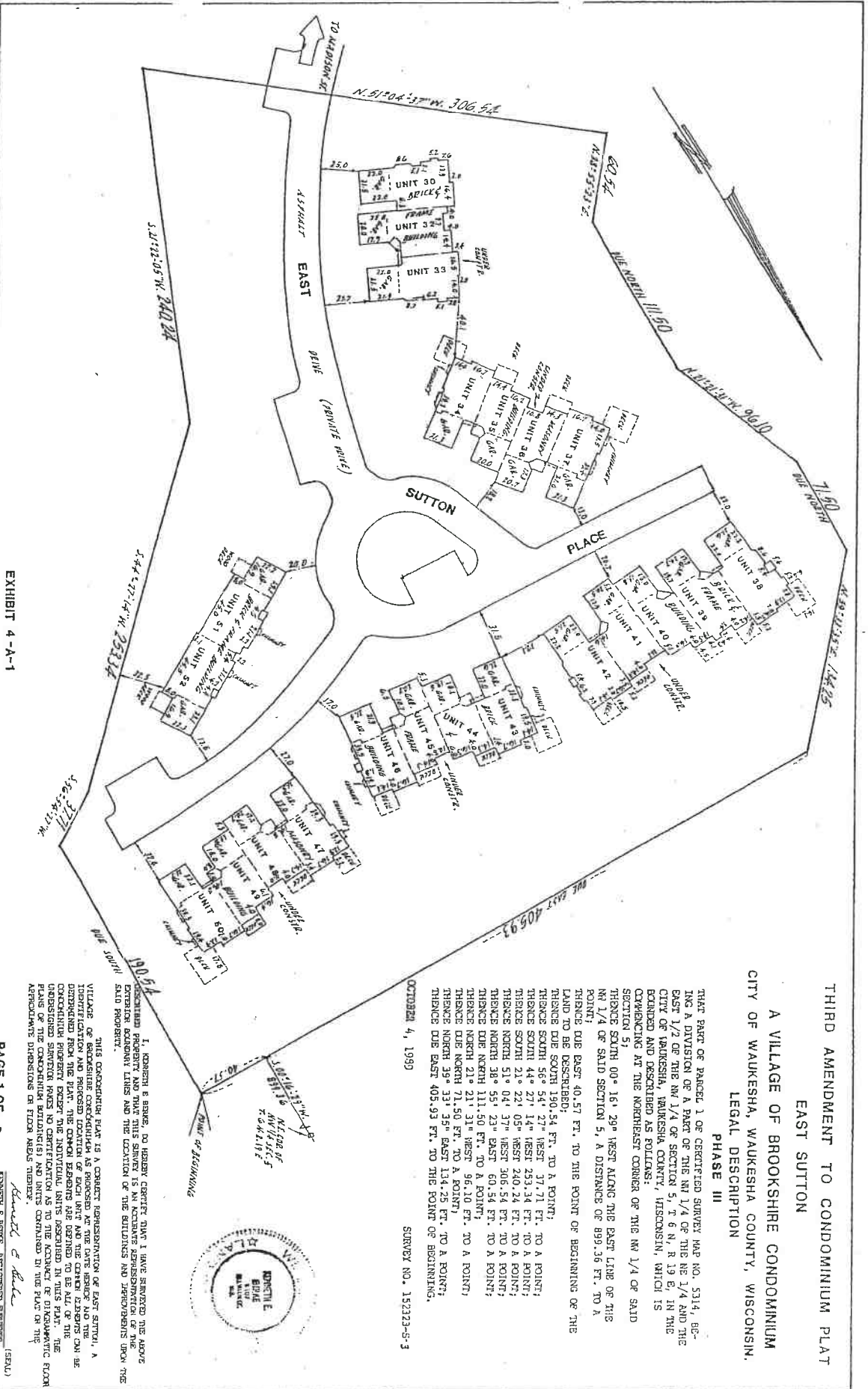
Signatures of R.A. Leichtfuss and L. B. Hardy
authenticated this 23rd day of October, 1989.

Jean A. Woyahn
Jean A. Woyahn
Member, State Bar of Wisconsin or
Notary Public, State of Wisconsin
My Commission: June 21, 1992

This instrument was drafted by
and should be returned to:

Charlene A. Wallace
Michael, Best & Friedrich
100 East Wisconsin Avenue
Milwaukee, WI 53202-4108





THIRD AMENDMENT TO CONDOMINIUM PLAT
EAST SUTTON
A VILLAGE OF BROOKSHIRE CONDOMINIUM
CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN.

LEGAL DESCRIPTION
PHASE III

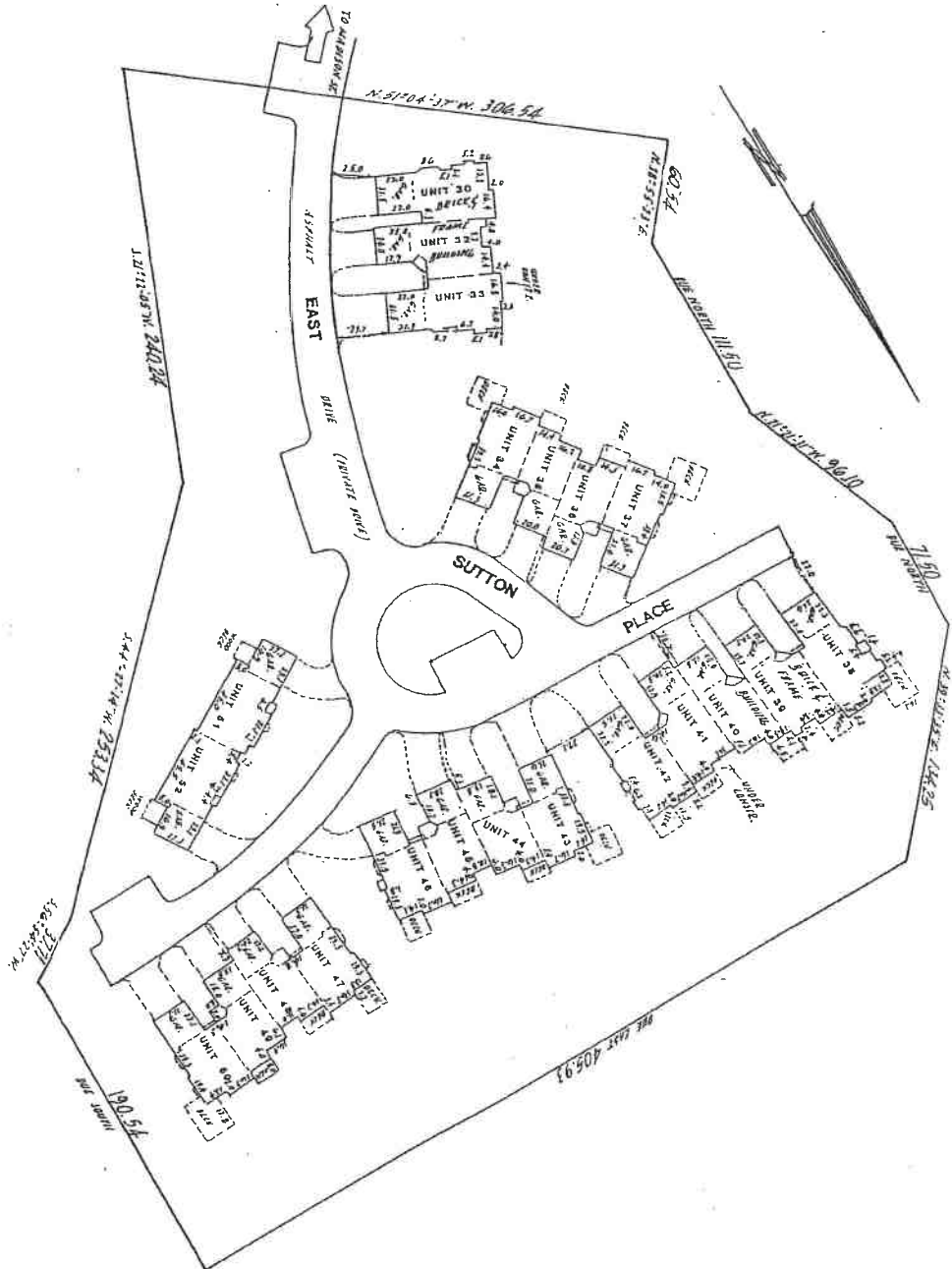
THAT PART OF PARCEL 1 OF CERTIFIED SURVEY MAP NO. 5314, BE-
ING A DIVISION OF A PART OF THE NW 1/4 OF THE NE 1/4 AND THE
EAST 1/2 OF THE NW 1/4 OF SECTION 5, T 6 N., R 19 E., IN THE
CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN, WHICH IS
BOUNDED AND DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHEAST CORNER OF THE NW 1/4 OF SAID
SECTION 5;
THENCE SOUTH 00° 16' 29\"

OCTOBER 4, 1990

SURVEY NO. 15223-S-3



1. KENNETH E. BURG, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE ABOVE
DESCRIBED PROPERTY AND THAT THIS SURVEY IS AN ACCURATE REPRESENTATION OF THE
SAID PROPERTY.
THIS CONDOMINIUM PLAT IS A CORRECT REPRESENTATION OF EAST SUTTON, A
VILLAGE OF BROOKSHIRE CONDOMINIUM AS PROVIDED BY THE CHARTER DOCUMENTS AND THE
DEEDS FROM THE PLAT. THE CHARTER DOCUMENTS AND THE DEEDS FROM THE PLAT
CONSTITUTE THE ONLY AUTHORITY FOR THE LOCATION OF THE CONDOMINIUM UNITS, EXCEPT
THE UNITS OWNED BY THE DEVELOPER, AND THE LOCATION OF THE CONDOMINIUM UNITS
SHOWN ON THE CONDOMINIUM PLAT(S) AND UNITS OWNED BY THE DEVELOPER OR THE
APPROPRIATE DIVISIONS OR FLOOR PLANS THEREOF.



THIRD AMENDMENT TO CONDOMINIUM PLAT
EAST SUTTON
A VILLAGE OF BROOKSHIRE CONDOMINIUM
CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN.
SITE PLAN
PHASE III

EXHIBIT 4-A-2

1783866

FOURTH AMENDMENT
TO
DECLARATION OF CONDOMINIUM
OF
EAST SUTTON, A VILLAGE OF BROOKSHIRE CONDOMINIUM

THIS FOURTH AMENDMENT entered into this 5th day of November, 1992 by The Villages of Brookshire, a joint venture ("Declarant") and East Sutton Condominium Association, Inc. ("Association") pursuant to the Wisconsin Condominium Ownership Act (the "Act").

WITNESSETH:

The Declaration of Condominium of East Sutton, a Village of Brookshire Condominium, was recorded in the Office of the Register of Deeds for Waukesha County, Wisconsin as Document No. 1470453 and amended by a First Amendment recorded as Document No. 1497653, a Second Amendment recorded as Document No. 1535573 and a Third Amendment recorded as Document No. 1562053 (as amended, the "Declaration"). The Declaration subjected to the Act certain property in the City of Waukesha, Wisconsin and established East Sutton, a Village of Brookshire Condominium (the "Condominium"). In Article 11 of the Declaration, Declarant reserved the right to expand the Condominium by subjecting to the Act and the Condominium all or a portion of certain real estate described in the Declaration (the "Expansion Real Estate").

Declarant now desires to subject a portion of the Expansion Real Estate described on Exhibit 4A attached hereto to the Act and to the Declaration and to construct thereon further landscaped areas, walkways and subsurface utility improvements.

Declarant and Association further desire to subject certain other lands, which were not part of the Expansion Real Estate but which are described on Exhibit 5A attached hereto, to the Act and to the Declaration for the same purposes as in the preceding paragraph. For such purpose, the Association is executing this Amendment to indicate that, pursuant to Article 12, Sections 1 and 2 of the Declaration, (i) the written consent of unit owners representing at least 67% of the total allocated votes of the Association and (ii) the approval of holders of mortgages on Units which have at least 51% of the votes of Units subject to mortgages, have been obtained and are on file in the records of the Association approving this Amendment.

NOW, THEREFORE, Declarant and Association hereby submit the real property described in Exhibits 4A and 5A (together, the "Phase IV Real Estate") to the condominium form of use and ownership pursuant to the Act and the Declaration, subject to taxes and assessments not yet due and payable, municipal and

pd 24.2

zoning ordinances, and all other matters of record on the date hereof, and the following restrictions and conditions:

1. Exhibit A as recorded is expanded to include Exhibits 4A and 5A.
2. The Phase IV Real Estate will not have any Units constructed on it; the Association shall administer the Phase IV Real Estate as Common Elements. Consequently, no change in Interests or votes is made.
3. By submitting the Phase IV Real Estate to the Act and the Declaration, Declarant represents that this is and will be the full extent of the Condominium and hereby waives any further rights reserved in Article 11.
4. Pursuant to Section 2 of Article 4 of the Declaration, the Phase IV Real Estate partly consists of a portion of the lake adjacent to the Condominium and the balance of such lake has been expanded into another Constituent Development. Declarant has not established the BEA and subjected the Condominium thereto, and hereby assigns to the Association all of Declarant's rights under Article 4 of the Declaration to cause the Condominium to be subject to the BEA upon affirmative vote of the owners of the two-thirds of the Units; such vote is not binding upon any other Constituent Development.
5. The Phase IV Real Estate is hereby subjected to an easement for access thereto for the purposes set forth below for the benefit of the owners and residents of those condominiums, subdivisions or other planned community developments which are subject to a declaration of condominium or declaration of covenants, conditions and restrictions, which are adopted by Declarant, Hardy & Co., Inc., First Financial Bank, FSB, or an affiliate of Declarant and which contain the names "Brookshire" or "Villages of Brookshire" (collectively, "Grantees"). The intended use and development of the Phase IV Real Estate shall be reserved for recreational purposes such as bicycle and pedestrian trails, picnic areas, gazebos and similar such improvements and activities, subject to the reasonable regulation of the Association. The Association is expressly prohibited from enacting any By-Law, rule or regulation which seeks to exclude generally any Grantee or group of Grantees from the Phase IV Real Estate and/or from charging a fee for the ordinary use thereof. By way of example, a fee could be imposed based upon the reasonable extraordinary expense associated with a special use of the Phase IV Real Estate such as a private party. The Association is under no obligation to develop or maintain the Phase IV Real Estate for any particular use. No building of any

nature, wall, parking area, pool, shack, trailer, garage, mobile home, boat, or trailer shall be erected, maintained or stored upon the Phase IV Real Estate, either temporarily or permanently, in a manner inconsistent with the foregoing.

6. Except as otherwise stated herein, the provisions of the Declaration shall remain unchanged and in full force and effect.

Executed at Waukesha, Wisconsin.

THE VILLAGES OF BROOKSHIRE, a joint venture

By: First Financial Bank, FSB, a joint venturer

By: David G. Krill
David G. Krill
Senior Vice President

1783866

REC'D DEPT. OF REVENUE
WISCONSIN
JAN 10 1992

SEARCHED INDEXED
SERIAL 1592-0001 1/2

REEL 1592-0003

By: Hardy & Co., Inc.
a joint venturer

By: L. B. Hardy
L. B. Hardy, its President

EAST SUTTON CONDOMINIUM
ASSOCIATION, INC.

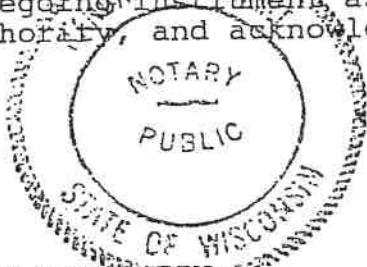
By: James P. Bolten
Its President

Attest: Marjorie A. Bolten
Its Secretary

Esp. 411/254/062092

STATE OF WISCONSIN)
COUNTY OF Milwaukee) ss.

Personally came before me this 10th day of September, 1992, the above named David G. Krill, who acknowledged himself to be the Senior Vice President of First Financial Bank, FSB, and to me known to be the person who executed the foregoing instrument as such officer of such corporation, by his authority, and acknowledged the same.



Reed DeK
Notary Public, Wisconsin
My commission: is Permanent

STATE OF WISCONSIN)
COUNTY OF Milwaukee) ss.

Personally came before me this 10th day of September, 1992, the above named L. B. Hardy, who acknowledged himself to be the President of Hardy & Co., Inc. and to me known to be the person who executed the foregoing instrument as such officer of such corporation, by his authority, and acknowledged the same.

Harold D Karas
Notary Public, Wisconsin
My commission: is permanent

STATE OF WISCONSIN)
COUNTY OF Waukesha) ss.

Personally came before me this 5th day of November, 1992, the above named Lindsley P. Baldwin and Marilyn J. Olson, who acknowledged themselves to be the President and Secretary of East Sutton Condominium Association, Inc. and to me known to be the persons who executed

Esk. 481234/062082

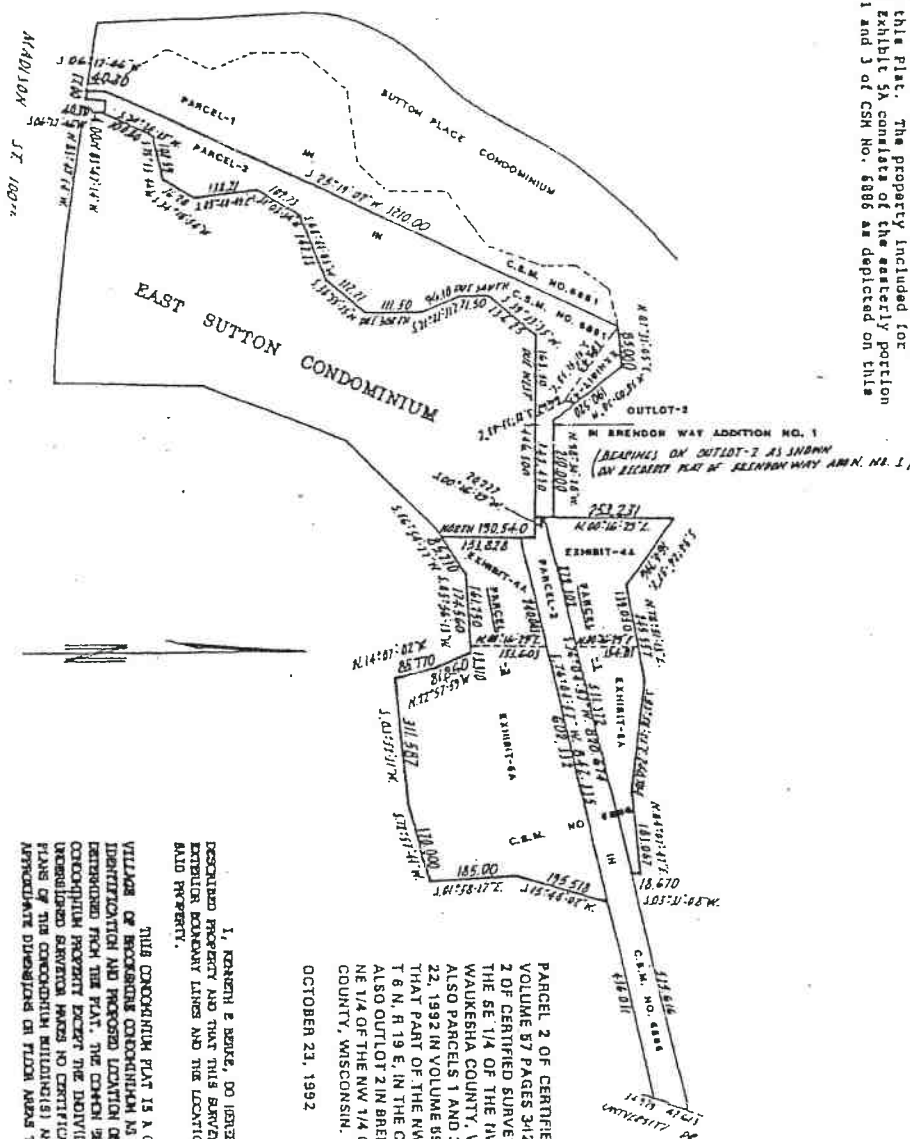
the foregoing instrument as such officers of such corporation, by their authority, and acknowledged the same.

Anna Groshen
Notary Public, Wisconsin
My commission: July 19, 1994

This instrument was drafted by
and should be returned to:

Hal Karas, Esq.
Michael Best & Friedrich
100 East Wisconsin Avenue
Milwaukee, WI 53202

NOTE:
A copy of this plat has been attached to the Fourth Amendment to Declaration of Condominium to constitute Exhibits 4A and 5A thereto. The property included for purposes of Exhibit 4A consists of Parcel 2 in CSH No. 6881, Outlot 2 in Brandon Way Addition No. 1 and the westerly portion of Parcels 1 and 3 in CSH No. 6886 as depicted on this plat. The property included for purposes of Exhibit 5A consists of the easterly portion of Parcels 1 and 3 of CSH No. 6886 as depicted on this plat.



CONDOMINIUM PLAT
EAST SUTTON
A VILLAGE OF BROOKSHIRE CONDOMINIUM
CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN
LEGAL DESCRIPTION
PHASE IV

PARCEL 2 OF CERTIFIED SURVEY MAP NO. 6881, AS RECORDED OCTOBER 19, 1992, VOLUME 87 PAGES 342-345 AS DOCUMENT NO. 1776640, BEING A REDIVISION OF PARCEL 2 OF CERTIFIED SURVEY MAP NO. 6314, BEING A DIVISION OF A PART OF THE NE 1/4 OF THE SE 1/4 OF THE NW 1/4 OF SECTION 8, T 6 N, R 19 E, IN THE CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN.
ALSO PARCELS 1 AND 3 OF CERTIFIED SURVEY MAP NO. 6886, AS RECORDED ON OCTOBER 22, 1992 IN VOLUME 89 PAGES 360-365 AS DOCUMENT NO. 177826, BEING A DIVISION OF THAT PART OF THE NW 1/4 OF THE NE 1/4 AND THE NE 1/4 OF THE NW 1/4 OF SECTION 16 N, R 19 E, IN THE CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN.
ALSO OUTLOT 2 IN BRANDON WAY ADDITION NO. 1, BEING A SUBDIVISION OF A PART OF THE NE 1/4 OF THE NW 1/4 OF SECTION 5, T 6 N, R 19 E, IN THE CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN.

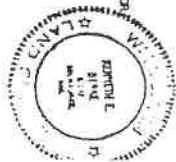
OCTOBER 23, 1992

SURVEY NO 152323

I, KENNETH E. BECK, DO HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THIS SURVEY IS AN ACCURATE REPRESENTATION OF THE EXISTING BOUNDARY LINES AND THE LOCATION OF THE BUILDINGS AND IMPROVEMENTS UPON THE SAID PROPERTY.

THIS CONDOMINIUM PLAT IS A CORRECT REPRESENTATION OF EAST SUTTON, A VILLAGE OF BROOKSHIRE CONDOMINIUM, AS PROPOSED AT THE DATE HEREON AND THE IDENTIFICATION AND PROPOSED LOCATION OF EACH UNIT AND THE COMMON ELEMENTS ARE SET FORTH FROM THIS PLAT. THE COMMON ELEMENTS ARE DESIGNATED BY ALL OF THE CONDOMINIUM PROPERTY EXCEPT THE INDIVIDUAL UNITS DESCRIBED IN THIS PLAT. THE UNITS DESCRIBED IN THIS PLAT ARE TO BE USED AS RESIDENTIAL UNITS. THE UNITS DESCRIBED IN THIS PLAT ARE TO BE USED AS RESIDENTIAL UNITS. THE UNITS DESCRIBED IN THIS PLAT ARE TO BE USED AS RESIDENTIAL UNITS.

Kenneth E. Beck
REGISTERED SURVEYOR
REGISTRATION 5107



1473933

REGISTER'S OFFICE
WAUKESHA COUNTY, WIS. } 55
RECORDED BY

RESIDENTIAL PLANNED DEVELOPMENT AGREEMENT 1988 APR -8 PM 3:18

EAST SUTTON

REEL 8988 PAGE 0225

1473933

REGISTER OF DEEDS

THIS AGREEMENT, made and entered into this 14th day of September, 1987, by and between Hardy & Co., Inc. and First Financial, Owners of Parcels 1 and 2 CSM, being a division of part of the NW 1/4 of the NE 1/4 and the E 1/2 of the NW 1/4 Section 5, Town 6 North, Range 19 East, in the City of Waukesha, a copy of which is attached hereto as Exhibit "A" and made a part hereof, having its principal place of business at 217 Wisconsin Street, Waukesha, Wisconsin, hereinafter referred to as Developers, and the City of Waukesha, a Municipal Corporation, located in the City and County of Waukesha, State of Wisconsin, hereinafter referred to as City.

WITNESSETH:

WHEREAS, Developers have submitted development plans and requested R-4-A Zoning, and the City has approved the plans and rezoned the said area R-4-A, in order to permit its development pursuant to said plan on the basis of planning, social, recreational, economic and other benefits for the Developer and for the public welfare; and

WHEREAS, the conditions herein granted will continue in force and effect and shall be deemed to be covenants running with the land, and which bind the Developers herein and all its assigns, successors and any other persons, partnerships or corporations that may at any time be actual or beneficial owners or have any interest in the above described premises; and

WHEREAS, the parties hereto agree that all of the provisions of the R-4-A Zoning, as defined in Section 22.35 of the Waukesha Municipal Code, and all other ordinances, rules, regulations, covenants and restrictions properly enacted by the City of Waukesha now in force and effect or hereafter to be enacted, shall apply in all respects to the premises above described, excepting as modified in and by this Agreement.

NOW THEREFORE, in consideration of the covenants herein contained, the Developers covenant and agree to:

1. Furnish to the City a current title policy or a title report describing the premises shown as Exhibit "A", either of which shall be furnished by a reputable title company licensed to do business in the State of Wisconsin.

2. Divide the premises described in Exhibit "A" into two areas for development purposes, such areas to be designated as Parcel 1 and Parcel 2, respectively.

(a) Parcel 1 shall consist of 10.359 acres and shall contain no more than 13 buildings and comprising a total of 52 units and shall substantially comply with the concept and site plan approved by the City Plan Commission when it granted approval.

(b) Parcel 1 shall be further divided into areas for development, such areas to be designated as Phases.

- (1) Phase I shall contain 7 buildings for a total of 29 units.
- (2) Phase II shall contain 6 buildings for a total of 23 units.

(c) Parcel 2 shall consist of approximately 6.466 acres and shall not contain any buildings or structure of any kind, except with the approval of the proper City officials. Parcel 2 shall be known as "The Lake" and shall substantially comply with the concept and site plan approved by the City Plan Commission when it granted approval. Ownership of "The Lake" shall be private and the responsibility for maintaining the shoreline shall be the abutting property owners. The City shall be responsible for cutting the weeds within the lake, the quality of the water, and dredge when necessary to allow for adequate storm drainage.

3. Furnish to the City of Waukesha a complete, accurate and sufficiently detailed set of drawings, plans and specifications, said drawings showing a complete plan of the project indicating the phases thereof and showing in sufficient detail location of drives, buildings, and parking lots, as well as locations of lighting, screening and open areas, and contemplated depths of sanitary sewer and storm sewer, if required, and drawings of locations of electrical, gas and telephone facilities, and the Developers agree that the development shall be in substantial compliance with those drawings and specifications and any deviation therefrom must be approved in writing by the proper officials of the City of Waukesha, accordingly.

4. Subject to the approval of the City of Waukesha, establish, align and grade the drives on the site, construction grade and improve the same all at the Developers expense, in accordance with the plans and specifications and consistent with the codes, specifications and regulations of the City of Waukesha. The drives shall be permanently maintained at such width as is directed by the City of Waukesha, with no curves or bends of less than adequate degrees so as to accommodate the use thereof by fire fighting apparatus of the City of Waukesha. The Developers, their successors, assigns or Condominium Home Owners Association if appropriate, shall maintain and service the same in accordance with the standards of the City. In the event they are not so maintained and serviced, the City shall have the authority to provide such service and maintenance and charge the cost thereof against the property as a special assessment without notice and without hearing, and the determination of the cost thereof by the City shall be final, conclusive and not subject to appeal. Further, in the event the city shall require at any time the private drives to become public streets, the Developer, its successors, assigns or Condominium Home Owners Association if appropriate, hereby consents to the City's adopting a resolution thereby dedicating the said drives to the City.

5. Develop, construct, furnish, install and maintain, all at the expense of the Developers, their successors, assigns, or Condominium Home Owners Association if appropriate, sanitary sewer facilities within the premises described in Exhibit "A" all subject to the approval and inspection by the City of Waukesha, and subject to all the rules, regulations, and conditions of the said City, and in accordance with the Statutes of the State of Wisconsin as they apply to sanitary drainage facilities. The Developer

shall pay forthwith, upon receipt of invoices, the charge to be established by the Board of Public Works of the City of Waukesha for the inspection of the construction of the sanitary sewer facilities which will be inspected by the said City. The City accepts responsibility for those sewers denoted on Exhibit "B" and the developers, successors, assigns, shall be responsible for the balance of the sewer within the proposed development unless they are subsequently taken over by the City.

6. The Waukesha Water Utility agrees to install water mains and service laterals within the property in accordance with its rules and regulations. The Developer agrees to furnish a complete set of plans and specifications to the Waukesha Water Utility and provide such additional information as required by the Utility relative to construction and grades of street and/or easements, and grades and locations of sewer facilities, and telephone, electric and gas installations. Developer shall grant to the Waukesha Water Utility an easement 10 feet in width, to be used solely by Waukesha Water Utility. Easement shall be in a legal and recordable form. Location of easement shall be determined by the Waukesha Water Utility. Developers shall provide Utility with a certification of the established grade over said easement and provide line and grade stakes (at Developers' expense) upon request from the Utility. Prior to construction of water facilities, Developer will advance appropriate funds as indicated in accordance with the Waukesha Water Utility and Public Service Commission rules, and as those rules are modified and amended from time to time, and as they apply at the commencement of the construction of any phase of the project. Developers shall pay for water service furnished to buildings subject to present and future water rates, taxes or assessments. Each building shall be supplied with one service lateral and meter to service the entire building. All water mains, valved, hydrants, pipes, individual service laterals and meters hereby intending to encompass the entire system shall remain the property of the Waukesha Water Utility.

In the event the Waukesha Water Utility finds it necessary to disturb the premises in the exercise of its duties and responsibilities (initial installation and future repairs, if necessary), the Waukesha Water Utility agrees to restore the premises, as nearly as is reasonably possible, to the condition existing prior to construction, however, not including the replacement of pavement, trees, shrubbery and other items existing or within the described easement.

Developers shall be responsible for removal of trees and other objects within the easement area which interfere with the initial construction of the water main.

7. The developers shall not be required to provide sidewalks or terraceways along Madison Street as a alternate internal sidewalk and a trail plan has been provided for the "Villages of Brookshire" a PUD within which this property is included. City reserves the right to install sidewalks at a future date.

8. Grant to the City the right to inspect, and if requested by the City, approve all construction not heretofore specifically referred to, and including, but not exclusively by enumeration, all sewer facilities, gas, telephone, and electrical facilities, private drives, lighting facilities, screening, and parking lot pavement location and installation. In addition,

grant to the City of Waukesha permission for its proper officials to go upon any part of the premises described in Exhibit "A" at all reasonable times, without notice and without securing any other authorization, for the purpose of making inspections; however, said City officials shall not interfere with the use and enjoyment of the premises by the owners thereof.

9. Prepare, grant and execute in recordable form easements over and above all of the sewer facilities, both sanitary and storm, electric, gas, and telephone facilities, and water mains for the purpose of inspecting, maintaining and servicing any of the afore described facilities. The easements shall be of sufficient dimensions and approved by the proper City officials.

10. Prohibit the construction of any building, or improvements of any nature, including fences upon any of the areas described in the easements, and prohibit trees or shrubbery more than four (4) feet in height. Upon notice from the City of Waukesha, the Developer, its successors, assign or Condominium Home Owners Association if appropriate, shall remove or have removed any building, improvements, fences, trees or shrubs from any of the areas described in the easements, that are prohibited as herein provided.

11. The Developers shall not be required to pay storm ~~and sanitary sewer interceptor~~ fees as they are providing for their own storm drainage system ~~and have negotiated a cost sharing agreement for the interceptor now being constituted through the Villages of Brookshire development.~~

12. To construct and maintain private lighting facilities as indicated on the plans and specifications and to provide such landscaping as is shown on the proposed generalized landscape plan.

(a) Landscaping for the development shall consist of general site landscaping, which shall include main entrance planting, internal island planting, and such screening as may be necessary to protect the residents from the detrimental effects of traffic on Madison Street and surrounding property. The City Planning Staff shall inspect the site upon completion and may require additional landscaping where necessary to screen parking or storage areas, insure privacy, contribute to safety, or improve the appearance of plain unsightly views of structures. The developers shall not be required to furnish a performance bond for the general site landscaping as an agreement attached hereto as Exhibit "C", has been executed to landscape around the lake for a cost of \$130,596.

(b) Each individual building site shall be landscaped of a quality similar to the buildings in Harrogate, Brookshire and Sommerset Ridge, other Villages in Brookshire.

(c) "The Lake" shall be landscaped consistent with the approved landscape plan which covers the lake and its perimeter. Completion of the lake landscaping shall be completed within one (1) year of the date of project completion.

13. The City agrees to work with the developers, successors, assign, etc. regularly in the future widening of Madison Street with the goal of confining the widening to the South side of the street and attempting to maintain the trees on the north side as practical.

14. To provide fully enclosed refuse containers at such places as are appropriate for the convenience of the residents of the areas, and subject to the approval by the proper commission, board of official of the City of Waukesha, and to provide for the regular and periodic disposal of refuse, debris, garbage and trash, all at the expense of the Developers, its successors, assigns or Condominium Home Owners Association if appropriate.

15. That title to the entire premises shall remain in single ownership except as hereinafter provided. It is agreed that the Developer shall not be permitted to separately sell off or divide the development to separate owners unless first receiving permission from the Common Council. Notwithstanding anything contained herein to the contrary, the Developer shall not be required to develop the entire premises. If the premises are to be sold as condominium units, there shall first be established a Condominium Home Owners Association, said association shall have control over the common elements of the development. The sale of the premises as condominium units after the establishment of the appropriate Condominium Home Owners Association shall not require the prior consent of the Common Council of the City of Waukesha. Paragraph 15 of the Agreement specifically shall be interpreted as a covenant running with the land and all owners and subsequent owners agree that as a part of this conveyance to them, they shall become part of the Agreement.

16. In compliance with the requirements of the subdivision and platting code as they pertain to the dedication of land for schools, or money in lieu thereof, the Developers will contribute, at the time of the execution of this instrument by certified or cashier's check payable to the City of Waukesha, a payment in substitution of dedication of land the amount of contribution as provided in the ordinance of the City of Waukesha in effect at the time of execution of the Agreement, as it pertains to Phase One (1), and a similar contribution shall be made at the time of approval of any subsequent phases, based upon the calculations as provided in the ordinance of the City of Waukesha at the time approval is sought for each subsequent phase.

It is hereby agreed, in connection with this section, that all units shall be classified as two-bedroom units for the purpose of determining school-land contributions, and that no more than two rooms in each unit shall be used as bedrooms. Three-bedroom units may not be built unless approved by the Common Council and additional school-land contribution is paid.

17. All construction of building and improvements of any nature shall be in conformity with the Building Code Ordinances of the City and the laws of the State of Wisconsin in such cases as applicable.

18. Developers and any subsequent owners shall further agree to prohibit any parking of any vehicles on the private drives or fire lanes, except in designated parking area, as shown on the approved plans and specifications, the purpose of said drives and lanes being to convey traffic only and not being designed for parking. This provision shall be interpreted as a covenant running with the land.

19. Developers agree to draft and execute, at their expense, in recordable form, a "Declaration of Restrictions" affecting the above

described premises which shall incorporate Paragraphs number 1 through 18 of this Agreement prior to the City's execution of the same. The restrictions should be drafted in such a manner as to make it clear that they are a part of the zoning regulations of the City and are enforceable by the City of Waukesha. The cost of recording said instrument shall be paid by the Developer.

20. Invalidation of any one of these restriction by Judgment or Court Order shall in no way affect any of the other provisions, each of which shall be construed and deemed severable and all of which not so invalidated shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have attached their signatures and seals at the date above written.

HARDY & CO., INC.

L. B. Hardy

L. B. Hardy, President

Joan J. Hardy

Joan J. Hardy, Secretary

FIRST FINANCIAL

R. R. Staven

R. R. Staven, Chairman of the Board

David Krill

David Krill, Senior Vice President

STATE OF WISCONSIN)

) SS

COUNTY OF WAUKESHA)

Personally came before me this 14th day of September, 1987, L. B. Hardy and Joan J. Hardy to me known to be the persons who executed the foregoing instrument and acknowledge the same.

Jean A. Woyahn

Notary Public

Jean A. Woyahn

My Commission: June 26, 1988

STATE OF WISCONSIN)
) ss.
 COUNTY OF WAUKESHA)

Personally came before me this 14th day of September, 1987,
 R. R. Staven and David Krill to me known to be the persons who executed the
 foregoing instrument and acknowledge the same.

Jean A. Woyahn
 Notary Public, Jean A. Woyahn
 My Commission: June 26, 1988

CITY OF WAUKESHA, A MUNICIPAL CORPORATION

By Paul G. Vrakas
 Paul G. Vrakas, Mayor

By Thomas E. Neill
 Tom Neill, Clerk

STATE OF WISCONSIN)
) ss.
 COUNTY OF WAUKESHA)

Personally came before me this 14 day of September, 1987, Paul
 G. Vrakas, Mayor, and Tom Neill, Clerk, of City of Waukesha, to me know to
 be the persons who executed the foregoing instrument and acknowledge the
 same.

Vonda Buditt
 Notary Public,
 My commission: June 18, 1989

This instrument was drafted by:

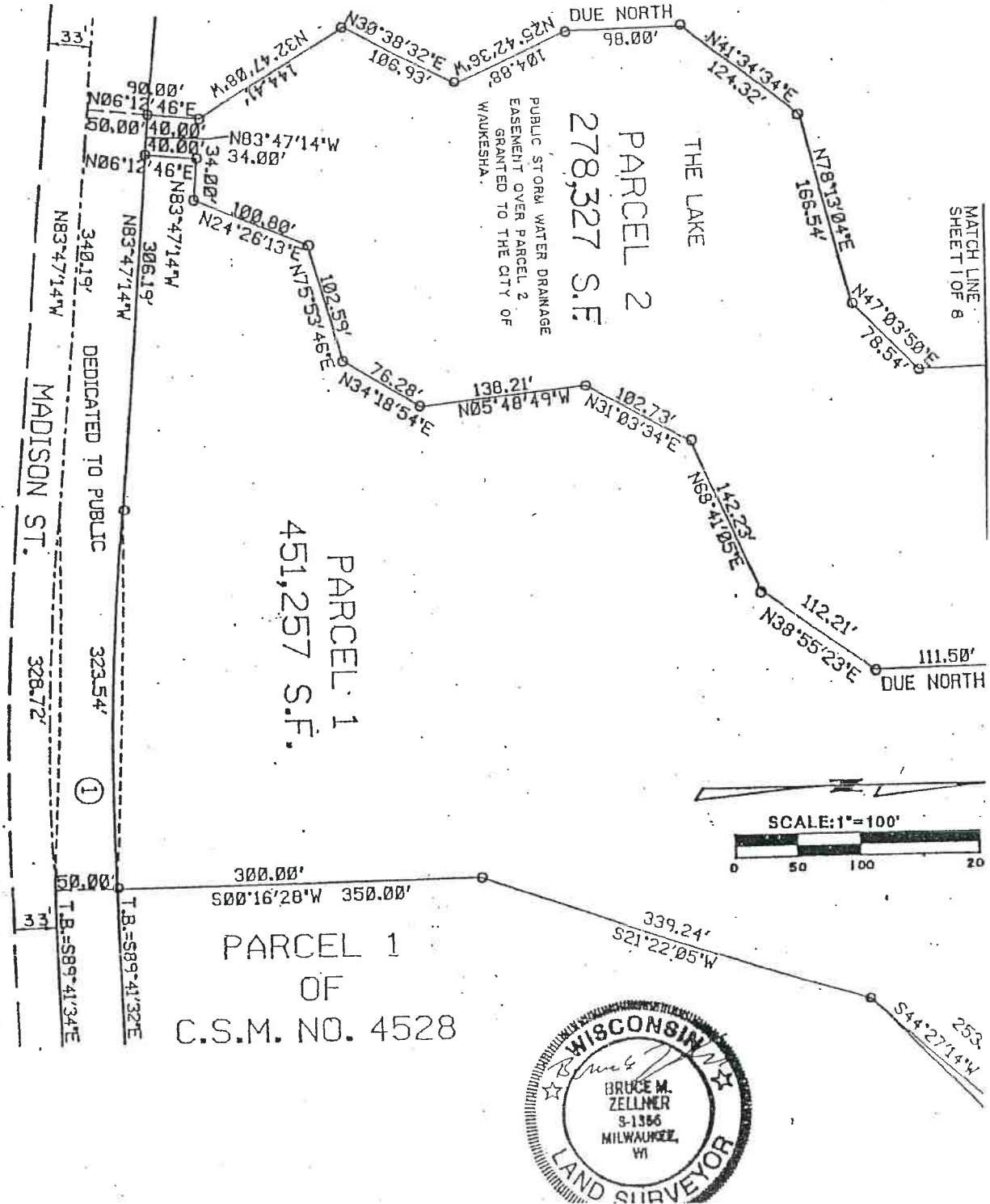
Steven Crandall

RETURN TO
 HAROY + CO
 217 WISCONSIN AVE
 WAUKESHA, WI 53186

EXHIBIT A

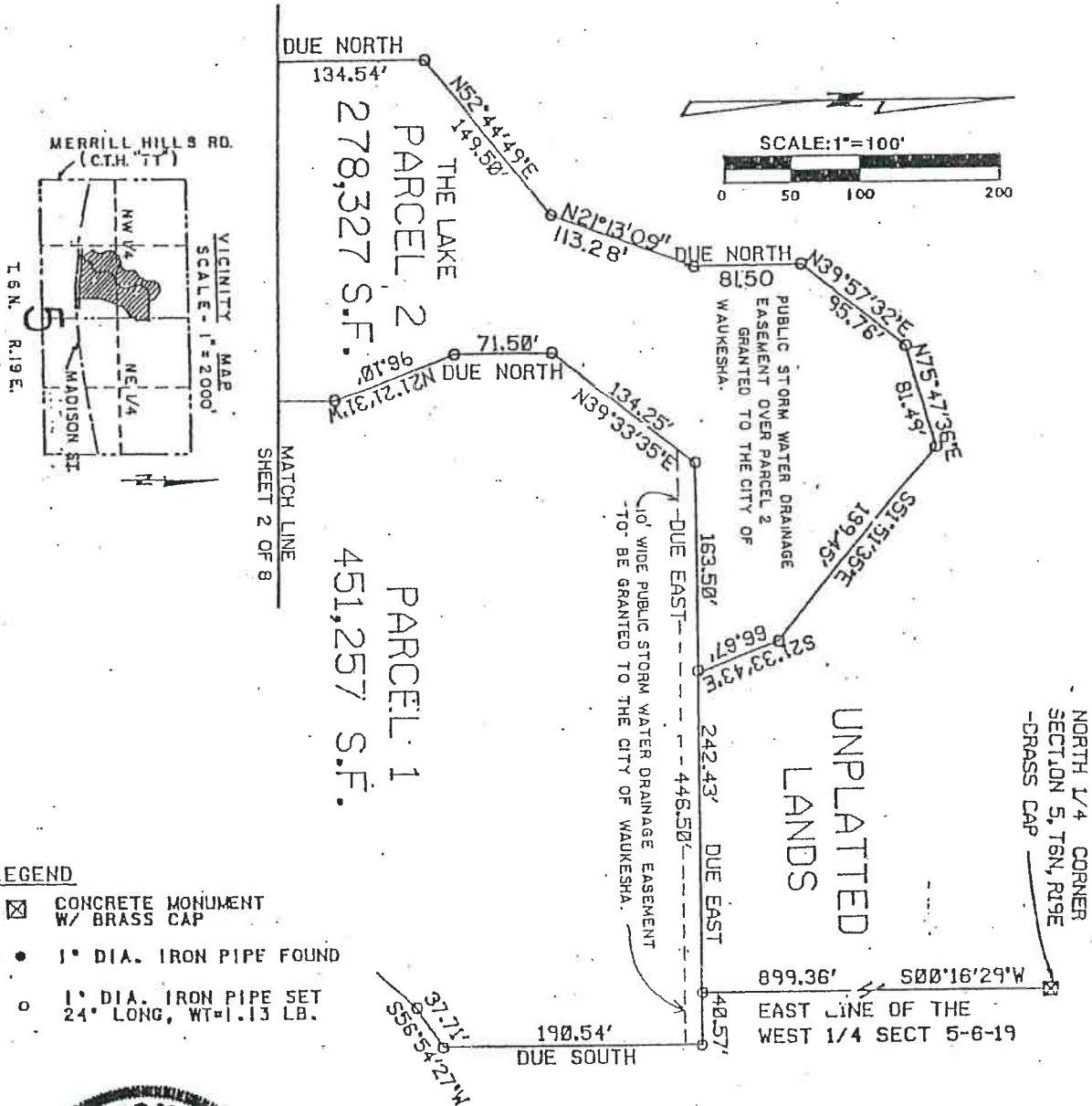
Certified Survey Map No. _____

Being a division of part of the NW1/4 of the NE1/4 and the E1/2 of the NW1/4 of Section 5, T6N, R19E, in the City of Waukesha, Waukesha County, Wisconsin.



Certified Survey Map No.

Being a division of part of the NW1/4 of the NE1/4 and the E1/2 of the NW1/4 of Section 5, T6N, R19E, in the City of Waukesha, Waukesha County, Wisconsin.



CURVE	RADIUS	ARC	CHORD	CHORD BEAR.	ANGLE
1 N	3139.30'	323.54'	323.40'	N86°44'23"W	05°54'1
1 E	3189.30'	328.72'	328.58'	N86°44'24"W	05°54'1

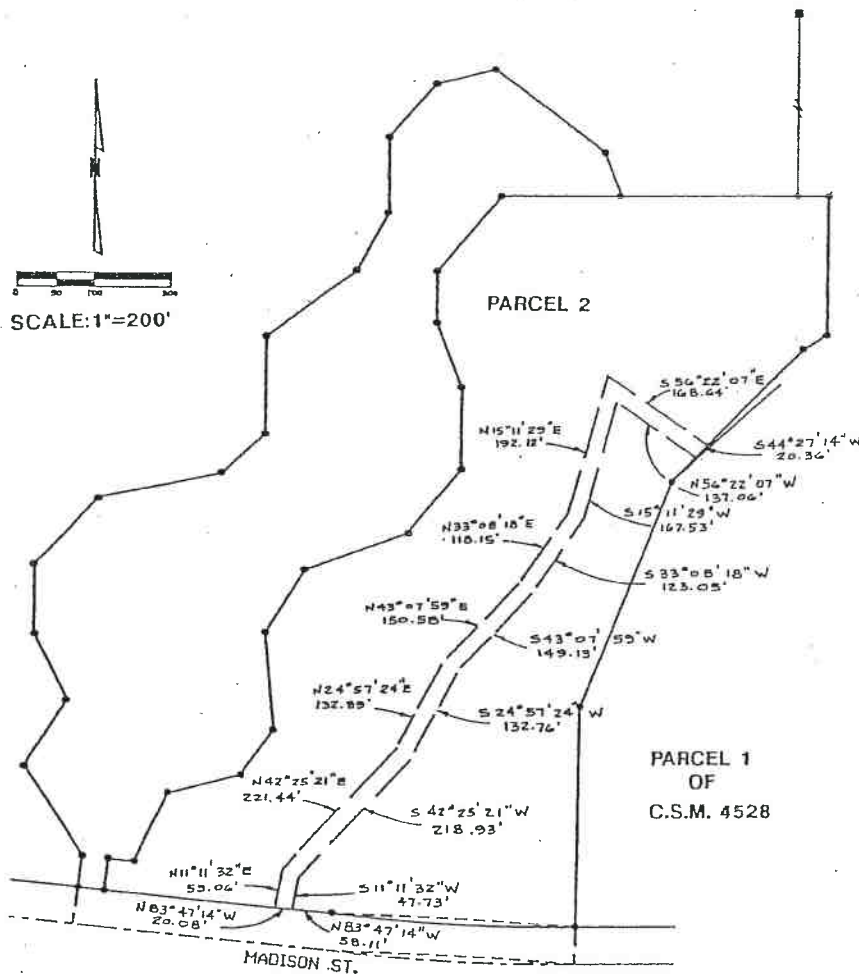
Reference Bearing: East Line of the West 1/4 of Section 5-6-19 Recorded as S 00°16'29" W.

This instrument drafted by Bruce M. Zellner

PAGE 1 OF 8

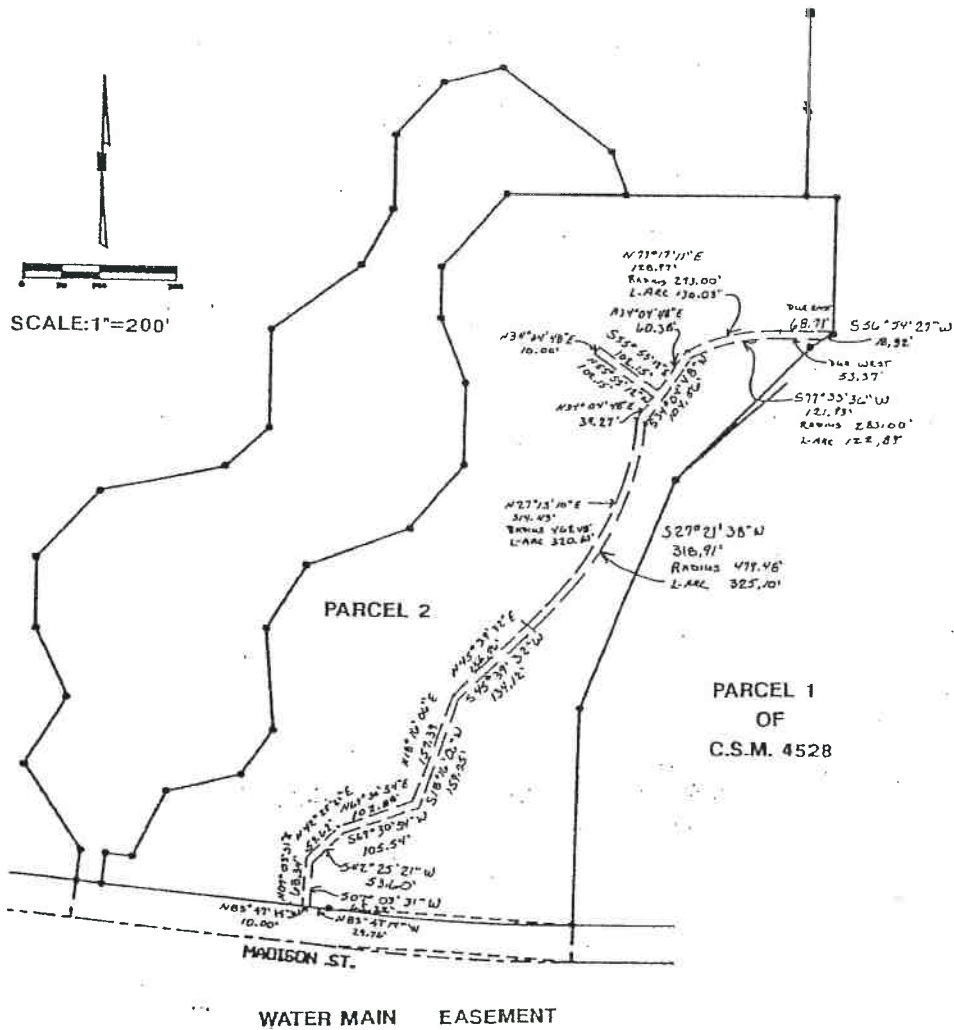
Certified Survey Map No. _____

Being a division of part of the NW1/4 of the NE1/4 and the E1/2 of the NW1/4 of Section 5, T6N, R19E, in the City of Waukesha, Waukesha County, Wisconsin.



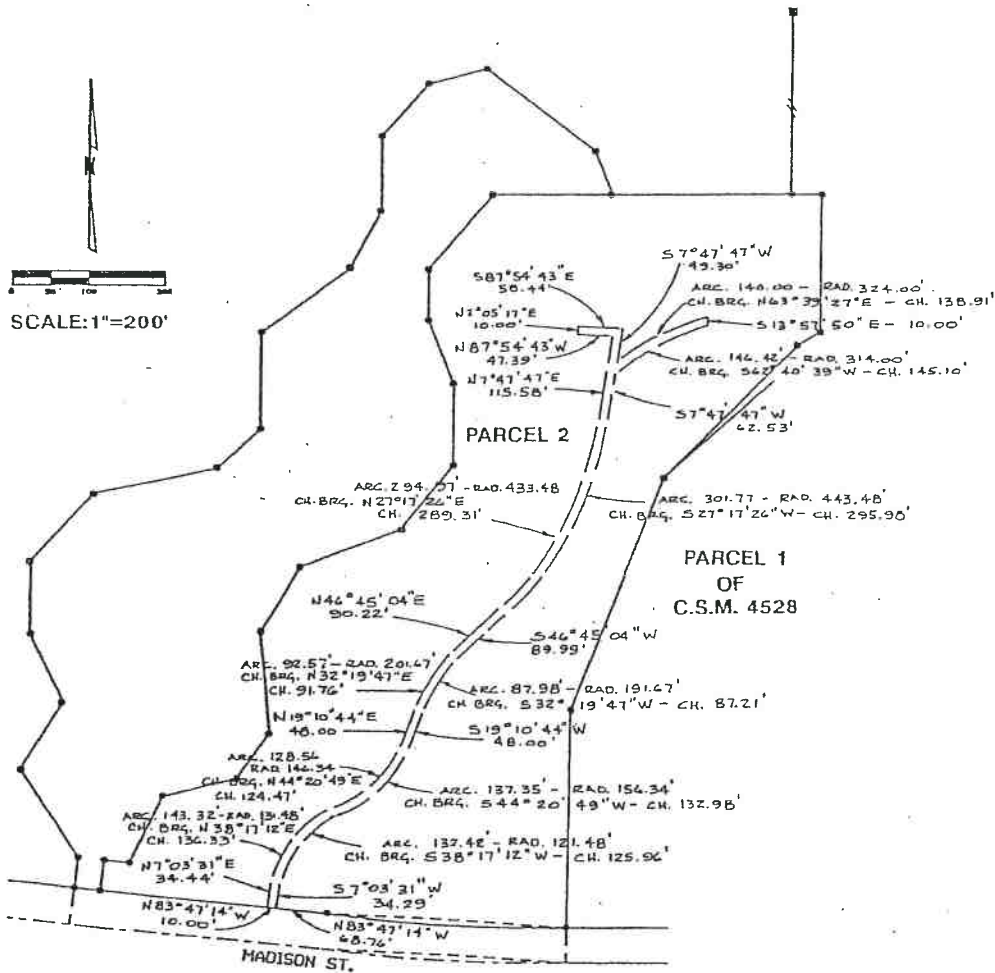
Certified Survey Map No. _____

Being a division of part of the NW1/4 of the NE1/4 and the E1/2 of the NW1/4 of Section 5, T6N, R19E, in the City of Waukesha, Waukesha County, Wisconsin.



Certified Survey Map No. _____

Being a division of part of the NW1/4 of the NE1/4 and the E1/2 of the NW1/4 of Section 5, T6N, R19E, in the City of Waukesha, Waukesha County, Wisconsin.



GAS EASEMENT



Certified Survey Map No. _____

Being a division of part of the NW1/4 of the NE1/4 and the E1/2 of the NW1/4 of Section 5, T6N, R19E, in the City of Waukesha, Waukesha County, Wisconsin.

SURVEYOR'S CERTIFICATE:

I, Bruce M. Zellner, Registered Land Surveyor, do hereby affirm:

That I have surveyed, divided and mapped that part of the NW1/4 of the NE1/4 and the E1/2 of the NW1/4 of Section 5, T6N, R19E, in the City of Waukesha, Waukesha County, Wisconsin, which is bounded and described as follows:

Commencing at the north 1/4 corner of said Section 5; thence S 00°16'29" W, along the east line of the W 1/4 of said Section 5, 899.36 Ft to the point of beginning of the land to be described; thence due East 40.57 Ft to a point; thence due South, 190.54 Ft to a point; thence S 56°54'27" W, 37.71 Ft to a point; thence S 44°27'14" W, 253.34 Ft to a point; thence S 21°22'05" W, 339.24 Ft to a point; thence parallel to the east line of said W1/4, S 00°16'28" W, 350.00 Ft to a point on the centerline of Madison Street; thence along the centerline of Madison Street, northwesterly 328.72 Ft along the arc of a curve, whose center lies to the north, whose radius is 3,189.30 Ft, and whose chord bears N 86°44'24" W, 328.58 Ft to a point; thence continuing along the centerline of Madison Street N 83°47'14" W, 340.19 Ft to a point; thence N 06°12'46" E, 90.00 Ft to a point; thence N 32°47'08" W, 144.41 Ft to a point; thence N 30°38'32" E, 106.93 Ft to a point; thence N 25°42'36" W, 104.88 Ft to a point; thence due North, 98.00 Ft to a point; thence N 41°34'34" E, 124.32 Ft to a point; thence N 78°13'04" E, 166.54 Ft to a point; thence N 47°03'50" E, 78.54 Ft to a point; thence due north 134.54 Ft to a point; thence N 52°44'49" E, 149.50 Ft to a point; thence N 21°13'09" E, 113.28 Ft to a point; thence due North, 81.50 Ft to a point; thence N39°57'32" E, 95.76 Ft to a point; thence N 75°47'36" E, 81.49 Ft to a point; thence S 51°51'35" E, 189.45 Ft to a point; thence S 21°33'43" E, 66.67 Ft to a point; thence due East 242.43 Ft to the point of beginning.

Said described land contains 762,901 Sq. Ft. (17.51379 acres).

That I have made this survey, land division and map by the direction of First Financial Association, Inc., a Wisconsin Corporation, owner of said lands.

That this map is a correct representation of all exterior boundaries of land surveyed and division thereof made.

That I have fully complied with the provisions of Chapter 236 of the Wisconsin State Statutes and the Land Division Regulations of the City of Waukesha in surveying, dividing and mapping the same.

Date July 12, 1987



Bruce M. Zellner
Bruce M. Zellner
Wisconsin Land Surveyor, S-1356

GRES ENGINEERING ASSOCIATES, INC.
CONSULTING GEOTECHNICAL, ENVIRONMENTAL, AND CIVIL ENGINEERS
W270643 WATSHOLE DRIVE - WAUKESHA, WI 53091-1114 FAX 714

4689484

REGISTER OF DEEDS
WAUKESHA COUNTY, WI
RECORDED ON

September 14, 2022 02:36 PM
James R Behrend
Register of Deeds

9 PGS
TOTAL FEE:\$30.00
TRANS FEE:\$0.00

Book Page -



FIFTH AMENDMENT TO
DECLARATION OF CONDOMINIUM

EAST SUTTON, A VILLAGE OF
BROOKSHIRE CONDOMINIUM

Record this document with the Register of Deeds

Name and Return Address:

Lydia J. Chartre, Esq.
Husch Blackwell LLP
511 North Broadway,
Suite 1100
Milwaukee, WI 53202

(See Exhibit B for Parcel Numbers)

Parcel Identification Number

THIS INSTRUMENT DRAFTED BY:
LYDIA J. CHARTRE, ESQ.

The Declaration of Condominium for East Sutton, A Village of Brookshire Condominium, (the "Condominium") the affected real property being described on Exhibit A attached hereto, was recorded on March 14, 1988 in the Register of Deeds Office for Waukesha County, Wisconsin as Document No. 1470453, as amended on August 25, 1988 as Document No. 1497653, as further amended on May 15, 1989 as Document No. 1535573, as further amended on October 27, 1989 as Document No. 1562053, and as further amended on November 15, 1992 as Document No. 1783866 (as amended, the "Declaration"); and

WHEREAS, East Sutton Condominium Association, Inc. (the "Association"), pursuant to the rights reserved in Article 12 of the Declaration, and desires to amend the Declaration along with the Plat of Condominium for East Sutton Condominium to reflect the removal of part of the Common Element and transfer of the same to a third party;

WHEREAS, the Association has also voted on and executed a Removal Instrument recorded in accordance with Wis. Stat. Section 703.28, which describes the property being removed;

WHEREAS, a new Certified Survey Map, CSM No. 12329, has been recorded, to aid in the above-described removal of property, and the removal of the property took place pursuant to the Removal Instrument;

WHEREAS, a Fifth Addendum to Condominium Plat has been prepared to reflect the updated boundaries of the Condominium Property and Common Element land following the removal, and a copy of the Fifth Addendum to Condominium Plat is attached hereto as Exhibit C.

NOW THEREFORE, the Association does hereby amend the Declaration to reflect the updated Legal Description for the Condominium Property as shown on Exhibit A, attached hereto.

This Fifth Amendment to the Declaration and Fifth Addendum to Condominium Plat (attached hereto as Exhibit C) complies with the requirements of the Declaration and the applicable law, Wis. Stat. §703.09(2), in that it has been approved by the written consent of 67% of the Unit Owners (in this case, 100% of the Unit Owners have provided their written consent), and such consents have been approved by the mortgagees or holders of equivalent security interest in the Units, as required by the statutes. In addition, the Removal Instrument, recorded prior to this Fifth Amendment, has been approved unanimously by the Unit Owners and their lien holders as required by Wis. Stat. §703.28.

EXHIBIT A

Legal Description

Units 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51 and 52 in East Sutton, a Village of Brookshire Condominium created by a "Declaration of Condominium" recorded on March 14, 1988, in the Office of the Register of Deeds for Waukesha County, Wisconsin, as Document No. 1470453, and any amendments and/or corrections thereto, and by its Condominium Plat and any amendments and/or corrections thereto. Said land being in the City of Waukesha, Waukesha County, Wisconsin.

IN WITNESS WHEREOF, the Association has executed this Fifth Amendment to the Declaration this _____ day of _____, 2022.

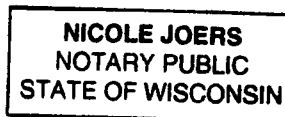
EAST SUTTON CONDOMINIUM
ASSOCIATION, INC., a Wisconsin Non-Stock
Corporation,

By: Janine Lang
Janine Lang, President

STATE OF WISCONSIN)
) ss.
COUNTY OF Waukesha)

This document was acknowledged before me by Janine Lang, as President of East Sutton Condominium Association, Inc. on this 11 day of August, 2022.

Nicole Joers Nicole Joers
Notary Public, State of Wisconsin
My Commission: exp. 10/01/2025



Lydia J. Chartre, Esq.
Husch Blackwell LLP
511 N. Broadway, Suite 1100
Milwaukee, WI 53202

EXHIBIT B

Tax Key Numbers

<u>Tax Key</u>	<u>Street Address</u>	<u>Unit Number</u>
1314116	101 East Sutton Place, Unit A	1
1314117	101 East Sutton Place, Unit B	2
1314118	101 East Sutton Place, Unit C	3
1314119	101 East Sutton Place, Unit D	4
1314120	103 East Sutton Place, Unit A	5
1314121	103 East Sutton Place, Unit B	6
1314122	103 East Sutton Place, Unit C	7
1311423	103 East Sutton Place, Unit D	8
1311424	105 East Sutton Place, Unit A	9
1311425	105 East Sutton Place, Unit B	10
1314126	105 East Sutton Place, Unit C	11
1314127	105 East Sutton Place, Unit D	12
1314128	105 East Sutton Place, Unit E	13
1314129	100 East Sutton Place, Unit A	14
1314130	100 East Sutton Place, Unit B	15
1314131	100 East Sutton Place, Unit C	16
1314132	100 East Sutton Place, Unit D	17
1314133	102 East Sutton Place, Unit A	18
1314134	102 East Sutton Place, Unit B	19
1314135	102 East Sutton Place, Unit C	20
1314136	102 East Sutton Place, Unit D	21
1314137	104 East Sutton Place, Unit A	22

1314138	104 East Sutton Place, Unit B	23
1314139	104 East Sutton Place, Unit C	24
1314140	104 East Sutton Place, Unit D	25
1314141	106 East Sutton Place, Unit A	26
1314142	106 East Sutton Place, Unit B	27
1314143	106 East Sutton Place, Unit C	28
1314144	106 East Sutton Place, Unit D	29
1314146	108 East Sutton Place, Unit A	30
1314147	108 East Sutton Place, Unit B	32
1314148	108 East Sutton Place, Unit C	33
1314149	110 East Sutton Place, Unit A	34
1314150	110 East Sutton Place, Unit B	35
1314151	110 East Sutton Place, Unit C	36
1314152	110 East Sutton Place, Unit D	37
1314153	112 East Sutton Place, Unit A	38
1314154	112 East Sutton Place, Unit B	39
1314155	112 East Sutton Place, Unit C	40
1314156	112 East Sutton Place, Unit D	41
1314157	112 East Sutton Place, Unit E	42
1314158	115 East Sutton Place, Unit D	43
1314159	115 East Sutton Place, Unit C	44
1314160	115 East Sutton Place, Unit B	45
1314161	115 East Sutton Place, Unit A	46
1314162	117 East Sutton Place, Unit D	47
1314163	117 East Sutton Place, Unit C	48

1314164	117 East Sutton Place, Unit B	49
1314165	117 East Sutton Place, Unit A	50
1314166	111 East Sutton Place	51
1314167	109 East Sutton Place	52

EXHIBIT C

Fifth Addendum to Condominium Plat for East Sutton, a Village of Brookshire Condominium

CONDOMINIUM PLAT OF
EAST SUTTON, A VILLAGE OF
BROOKSHIRE CONDOS
FIFTH ADDENDUM

LEGEND

- ⊙ - 1" IRON PIPE FOUND
- - 3/4" DIA. REBAR FOUND

LEGAL DESCRIPTION OF LANDS TO BE ADDED:
 OUTLOT 1 OF C.S.M. NO. 12379 LOCATED IN THE NE. 1/4 OF THE NW. 1/4,
 AND THE NW. 1/4 OF THE NE. 1/4 OF SECTION 5, T.6N, R.19E., CITY OF
 WAUKESHA, WAUKESHA COUNTY, WISCONSIN, MORE FULLY DESCRIBED AS
 FOLLOWS:

OUTLOT 1 OF C.S.M. NO. 12329.

NOTES:

1. EASEMENT LOCATIONS BASED ON NORTH BURTON, C.S. JARVIS AND C.S.M. #7329.
2. THE DUNES FOR TAKES NO RESPONSIBILITY FOR ANY UNDERGROUND STRUCTURES OR BURIED MATERIALS SUCH AS FOUNDATIONS, WELLS, SEPTIC HOLDING TANKS, UTILITIES, HAZARDOUS MATERIALS, OR ANY OTHER ITEMS OF WHICH NO EVIDENCE CAN BE FOUND ON THE SURFACE BY A VISUAL INSPECTION.
3. FIELD WORK COMPLETED FEBRUARY 16, 2021.
4. BEARINGS ARE REFERENCED TO NAD27, WISCONSIN STATE PLANE, SOUTH ZONE, GRID NORTH ON THE NORTH LINE OF THE NW 1/4 OF SECTION 5E-19 AS N89°57'48"E.

OUTLOT 1 OF C.S.M. NO. 12329 LOCATED IN THE NE. 1/4 OF THE NW 1/4, AND
THE NW. 1/4 OF THE NE. 1/4 OF SECTION 5, T.6N., R.19E., CITY OF WAUKESHA,
WAUKESHA COUNTY, WISCONSIN

SCALE: 1" = 60'

[illegible]

SURVEYOR'S CERTIFICATE:

BRUCE D. KACZOR, DO HEREBY CERTIFY THAT THE CONDOMINIUM PLAT OF EAST SUITE, A VILLAGE OF BROOKSHIRE CONDOS, FIFTH ADDENDUM, CONSISTING OF ONE (1) UNIT, IS A CORRECT REPRESENTATION OF THE CONDOMINIUM HEREIN DESCRIBED. I FURTHER CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THE MAP HEREIN SHOWN IS A TRUE REPRESENTATION THEREOF. THE MAP ALSO SHOWS THE SIZE AND LOCATION OF THE PROPERTY, ITS EXTERIOR BOUNDARIES, AND THE LOCATION OF ALL VISIBLE IMPROVEMENTS.

DATED, THIS 10TH DAY OF JUNE 2022

Prince D. Kaczor, PLS 5-2803



THIS INSTRUMENT DRAFTED BY BRYCE D. KACZOR

JECT • 2173398

1-800-551-7445