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DECLARATION OF
CONDOMINIUM OWNERSHIP
OF STONEBROOK ON THE
PARK CONDOMINIUM

This instrument was drafted by and
should be returned to:
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Parcel I.D. Nos.: 8159033000
8159028000

**DECLARATION OF CONDOMINIUM OWNERSHIP OF
STONEBROOK ON THE PARK CONDOMINIUM**

Oak Creek, Wisconsin

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**DECLARATION OF CONDOMINIUM OWNERSHIP OF
STONEBROOK ON THE PARK CONDOMINIUM**

Oak Creek, Wisconsin

THIS DECLARATION, made this 4th day of February, 2025, by Janssen Bruckner LLC, a Wisconsin limited liability company ("Declarant"), pursuant to the provisions of the Wisconsin Condominium Ownership Act, Chapter 703 of the Wisconsin Statutes ("Act").

I. STATEMENT OF DECLARATION

The Declarant is the owner of certain real estate located at Quincy Avenue, in the City of Oak Creek, Milwaukee County, Wisconsin, as legally described on the attached Exhibit A ("Land"). The Declarant hereby submits and subjects the Land, together with all buildings, structures, improvements and other permanent fixtures to be constructed thereon ("Property"), to the provisions of the Act.

II. NAME AND DESCRIPTION OF THE CONDOMINIUM AND UNIT

(a) Identification of Units. The Property and the eighteen (18) proposed two (2) unit residential buildings with attached garages ("Building"), shall be known as STONEBROOK ON THE PARK CONDOMINIUM ("Condominium"). The various types of units ("Units"), their respective designations and locations, the approximate area of the Units, number of rooms, Common Elements to which the Units have access and further details identifying and describing the Units are all as set forth on Exhibit B attached hereto ("Condominium Plat"). The Declarant reserves the right to change the style, model, size or location of the Building or any Unit, prior to completion of construction, regardless of the initial designation of such style, model, size or location on Exhibits or elsewhere in this Declaration. In interpreting the survey or floor plans or any deed or any other instrument affecting a Building or Unit, the boundaries of the Building or Unit constructed or reconstructed in substantial accordance with the survey and floor plans shall be conclusively presumed to be the actual boundaries rather than the description expressed in the survey or floor plans, regardless of minor variations between boundaries shown on the survey and floor plans and the actual boundaries or the Building or Unit as located and erected.

(b) Boundaries of Units. The boundaries of each Unit shall be as follows:

(i) Upper Boundary. The upper boundary of the Unit shall be the interior lower surface of the supporting members of the roof above the highest level of the living area, extended to an intersection with the perimetrical boundaries.

(ii) Lower Boundary. The lower boundary of the Unit shall be the upper surface of the unfinished floor of the lowest level of the Unit consisting of the garage and basement extended to an intersection with the perimetrical boundaries.

(iii) Perimetrical Boundary. The perimetrical boundaries of the Unit shall be vertical planes of the inside surface of the studs supporting the interior walls, in either case extending to intersections with each other and with the upper and lower boundaries.

(c) Description of Units. It is intended that the surface of each plane described above (be it drywall, tiles, wallpaper, paneling, carpeting, or otherwise covered) is included as part of each defined Unit. The Unit shall include, without limitation, all improvements now or hereafter located within such boundaries, including:

(i) Windows, doors, and garage doors (with all opening, closing, and locking mechanisms and all hardware) that provide direct access to or within the Unit.

(ii) Interior lights and light fixtures.

(iii) Cabinets.

(iv) Floor, wall, baseboard, or ceiling electrical outlets and switches and the junction boxes serving them.

(v) Telephone, fax, cable television, computer, internet, stereo, or other sound systems, if any, including outlets, switches, hardware, and other appurtenances serving them.

(vi) Plumbing fixtures, hot water heaters, fire sprinklers, if any, water softeners, if any, and the piping, valves, and other connecting and controlling mechanisms and devices lying between the fixture and water or sewage lines serving more than one (1) Unit.

(vii) The heating, ventilating, and air conditioning system, including the furnaces, air conditioning equipment, the control mechanisms, all vents from the Unit to the exterior of the Building, including vents for furnaces, clothes dryer, range hood, all other exhaust fans, and such other vents appurtenant to each Unit, condensers and all connections thereto serving each Unit.

Specifically not included as part of a Unit are those structural components of each Building and any portion of the plumbing, electrical, or mechanical systems of the Building serving more than one (1) Unit or another Unit, even if located within the Unit. Any structural components, plumbing, electrical, mechanical, and public or private utility lines running through a Unit that serve more than one Unit or another Unit are Common Elements.

III. COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

(a) Common Elements. Each owner of a Unit ("Unit Owner" or "Owner") shall own an undivided interest in the Common Elements with all other Unit Owners. Each Unit's percentage of ownership in the Common Elements shall be calculated by dividing the number one hundred (100) by the number of Units then included in the Condominium. Each Unit's percentage of ownership in the Common Element shall be as set forth on the attached Exhibit C. The "Common Elements" shall include the following:

(i) The Land (including all landscaping);

(ii) The paved driveways, parking areas, private streets, pedestrian walkways, if any, situated on the Land;

(iii) The foundations, columns, pilasters, girders, beams, balconies, supports, main walls (which shall be defined as exterior walls and surfaces, structural walls, roof trusses, and roofs);

(iv) That part of the fire sprinkler system, if any, and its associated piping and operating mechanisms serving more than one Unit;

(v) Any other portion of the improvements to the Land that is not part of a Unit as described above.

(b) Limited Common Elements. Certain Common Elements as described in this Section shall be reserved for the exclusive use of the Unit Owners of one (1) or more but less than all of the Units. Such Common Elements shall be referred to collectively as "Limited Common Elements." The following Common Elements shall be reserved for the exclusive use of one or more Unit Owners as described herein: All sidewalks, access ways, steps, stoops, decks, balconies and patios attached to, leading directly to or from, or adjacent to each Unit (including all exterior light fixtures appurtenant to the Unit)

(c) Conflict Between Unit Boundaries; Common Element Boundaries.

(i) If any portion of the Common Elements shall encroach upon any Unit, or if any Unit shall encroach upon any other Unit or upon any portion of the Common Elements as a result of the duly authorized construction, reconstruction, or repair of a Building, or as a result of settling or shifting of a Building, then the existing physical boundaries of such Units or Common Elements shall be conclusively presumed to be the boundaries of such Units or Common Elements, regardless of the variations between the physical boundaries described in this Declaration or shown on the Condominium Plat and the existing physical boundaries of any such Units or Common Elements.

(ii) If any portion of the Common Elements shall encroach upon any Unit, or if any Unit shall encroach upon any other Unit or upon any portion of the Common Elements as a result of the duly authorized construction, reconstruction, or repair of a Building, or as a result of settling or shifting of a Building, then a valid easement for the encroachment and for its maintenance shall exist so long as such Building stands; provided, however, that if any such encroachment or easement materially impairs any Unit Owner's enjoyment of the Unit owned by such Unit Owner or of the Common Elements in the judgment of the Board, such encroachment shall be removed or just compensation shall be provided to each injured Unit Owner within ninety (90) days of the discovery of the encroachment.

(iii) Following any change in the location of the boundaries of the Units under this Section, the square footages of all affected Units or Common Elements shall continue to be determined by the square footages, if any, shown on the Condominium Plat for all purposes under this Declaration.

(d) Easement to Unit Owners. Each Unit Owner shall have a valid, non-exclusive easement to the Common Element space between the interior and exterior of the walls of the Unit for purposes of adding additional utility outlets, wall hangings, erection of non-bearing partition walls, and the like, where space between the walls may be necessary for such uses,

provided that the Unit Owner shall do nothing to impair the structural integrity of the Building or the sound proofing of common walls between the Units, and provided further that the Common Elements and facilities be restored to their former condition by the Unit Owner at the Unit Owner's sole expense upon completion or termination of such use.

IV. USE OF UNITS AND COMMON ELEMENTS

(a) Use of Units. Each Unit shall be used for single-family residential purposes and for no other purpose unless otherwise authorized by the Association prior to the commencement of such use. A Unit shall be deemed to be used for "single-family residential purposes" if it is occupied by no more than one family (defined to include persons related by birth, marriage, or legal adoption) plus no more than two unrelated persons. No business, whether or not for profit, including, without limitation, any day care center, animal boarding business, products distributorship, manufacturing facility, sales office, or professional practice, may be conducted from any Unit. The foregoing restrictions as to residence and use shall not, however, be construed in such a manner as to prohibit a Unit Owner from:

- (i) maintaining a personal professional library in the Unit;
- (ii) keeping a personal business or professional records or accounts the Unit;
- (iii) handling personal or business records or accounts in the Unit; or
- (iv) handling personal business or professional telephone calls or correspondence from the Unit.

Nothing in this Section shall authorize the maintaining of an office at which customers or clients customarily visit, and such use is specifically prohibited.

(b) Lease of Units. Leases of Units shall only be allowed to the extent specifically set forth in the By-Laws.

(c) Use of Common Elements.

(i) No trade or business may be carried on in the Common Elements. There shall be no obstruction of the Common Elements, nor shall anything be kept or stored on any part of the Common Elements without the prior written consent of the Association, except as specifically provided herein. Nothing shall be altered or constructed in, or removed from, the Common Elements except upon the prior written consent of the Association. No garbage or rubbish containers shall be placed or kept in the Common Elements other than those areas designated by the Association. An Owner shall not paint, decorate, or alter the appearance of the Common Elements without the consent of the Association. Subject to the rights of the Declarant, no Owner may erect, post or display posters, signs or advertising material on or in the Common Elements (other than signs that may be allowed by law or as set forth in the rules and regulations).

(ii) Persons parking in Common Elements shall, at reasonable times, for a reasonable period and upon reasonable notice, remove their vehicles therefrom to permit the

parking areas to be repaired, resurfaced, repainted, striped or to permit cleaning thereof, the removal of snow therefrom or for similar purposes. All vehicles must fit within the space any may not interfere with the use of adjoining spaces. Parking of vehicles in Common Elements shall be subject to rules established by the Association.

(iii) Nothing shall be done or kept in any Unit or in the Common Elements, or any part thereof, which would increase the rate of insurance on the Condominium, or any part thereof, over what the Association, but for such activity, would pay. Nothing shall be done or kept in any Unit or in the Common Elements, or any part thereof, which would be in violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body. No damage to, or waste of, the Common Elements, or any part thereof, shall be permitted by any Owner or guests or tenants of the Unit Owner or other occupants of the Unit, and each Owner shall indemnify and hold the Association and the other Owners harmless against all loss resulting from any such damage or waste caused by, or at the direction of, that Unit Owner or guests or tenants of the Unit Owner or other occupants of the Unit. No noxious, destructive or offensive activity shall be carried on in any Unit or in the Common Elements which may cause an annoyance or nuisance (including the use of stereos, musical instruments, televisions or radios at such time or in such volumes of sound as to be objectionable) to any other occupants of the Building.

(d) Pet Restrictions. No animal, except a "Permitted Pet" (as herein defined) or a "Permitted Animal" (as herein defined) shall be allowed within or about a Unit or the Common Elements. A Permitted Pet is defined as a single caged bird or common small tank fish. A Permitted Animal is defined as a domestic cat or a domestic dog, specifically excluding the following breeds of dogs: Akita, Chow, Pit Bull, Staffordshir Terrier, Presa Canario, Rottweiler, Sharpei and Wolf Hybrids. There shall be no more than two (2) Permitted Animals per Unit. No animal or pet, whether a Permitted Pet or Permitted Animal, may be kept, bred or maintained for commercial purposes. Animals shall not be allowed at large and shall be under control of a person when outside the Unit of its Owner. In addition, the Board shall have the authority to order an otherwise Permitted Animal or Permitted Pet to be removed from the Condominium, if such animal or pet constitutes or becomes a nuisance to other Unit Owners, as determined by the Board in the use of its sole discretion. All excrement must be picked up and disposed of by the person in control of such animal.

V. MAINTENANCE, REPAIRS AND REPLACEMENTS

(a) Common Elements.

(i) The Association, subject to the rights and duties of the Owners set forth in this Declaration, shall be responsible for the management and control of the Common Elements and Limited Common Elements, and all improvements thereon (including furnishings and equipment related thereto), and shall keep the same in good, clean, attractive and sanitary condition, order and repair. In addition, the Association shall be responsible for providing and maintaining all Limited Common Elements; for snow plowing all sidewalks, driveways, private streets, parking areas; and the maintenance, repair, and replacement of all outdoor amenities, including lawns, landscaping, sidewalks, bicycle paths, driveways, and parking areas. All such maintenance, repairs, and replacements to the Common Elements and Limited Common

Elements, whether located inside or outside of the Units, shall be made by the Association and charged to the Unit Owners as provided herein. The Association may enter any Unit at reasonable times and under reasonable conditions when necessary in connection with any maintenance, construction or repair of improvements or systems for which the Association is responsible. Such entry shall be made with prior notice to the Owners and with as little inconvenience to the Owners as practical, and any damage caused thereby shall be repaired by the Association and treated as a common expense.

(ii) The Association may obtain and pay for the services of any person or entity to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper operation of the Common Elements, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or which it contracts. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Common Elements or the enforcement of this Declaration. The Association may arrange with others to furnish water, trash collection and other common services to each Unit.

(iii) The Association may make reasonable rules and regulations governing the use of the Units and of the Common Elements, which rules and regulations shall be consistent with the rights and duties established in this Declaration.

(iv) In the event that any maintenance, repairs or replacement of another Unit, a Common Element or Limited Common Element is required as a result of the willful or negligent act of an Owner or invitee, the costs shall be added to and become a part of the assessment for such Owner's Unit.

(b) Units.

(i) A Unit Owner shall be responsible for all maintenance, repairs and replacement of: (1) interior surfaces of a Unit together with utilities lines, mechanical equipment and fixtures which serve that Unit; (2) such fixtures and equipment which are located within that Unit; and (3) glass surfaces, screens, doors, windows, door and window hardware appurtenant to the Unit. The expense of such maintenance, repairs and replacement shall be borne solely by such Owner. A Unit Owner shall keep the Limited Common Elements appurtenant to such Unit, in a good, clean, sanitary and attractive condition. A Unit Owner shall have the exclusive right to paint, repaint, tile, panel, paper or otherwise refurnish and decorate the interior surfaces of the walls, ceilings, floors and doors forming or within the boundaries of a Unit and, subject to the approval of the Association, erect partition walls of a non-structural nature, provided that such Unit Owner shall take no action which in any way will materially change any common walls.

(ii) An Owner shall not, without first obtaining the written consent of the Association, make or permit to be made any structural alterations, changes or improvements to a Unit, or in or to the exterior of the Building or any Common Element. A Unit Owner shall not perform, or allow to be performed, any act or work which will impair the structural soundness or integrity of the Building, impair the safety of the Condominium or its occupants, or impair any

easement without the prior written consent of the Association. Units may not be subdivided. Balconies and patios may not be enclosed.

VI. ASSOCIATION MEMBERSHIP

Every Unit Owner shall be entitled and required to be a member ("Member") of "Stonebrook on the Park Condominium Association, Inc.," a nonstock corporation formed under Chapter 181 of the Wisconsin Statutes ("Association"). If title to a Unit is held by more than one person, each such person shall be a Member. An Owner of more than one Unit shall be entitled to one membership for each such Unit owned by such person. Each membership shall be appurtenant to the Unit upon which it is based and shall be transferred automatically by conveyance of that Unit. No person or entity other than a Unit Owner or Declarant may be a Member, and membership in the Association may not be transferred except in connection with the transfer of title to a Unit; provided, however, that the rights of voting may be assigned to a mortgagee as security for a loan secured by a mortgage on a Unit. The percentage interest for each Unit identified on the attached Exhibit C shall also serve as the basis in determining the voting interest of each Unit on matters for determination by Members and as to other matters described in the Act. Voting rights appurtenant to a Unit shall be exercised as provided in the By-Laws of the Association.

VII. ASSESSMENTS

(a) Each Owner (excluding the Declarant which shall be obligated to pay for common expenses in accordance with the provisions set forth below), hereby covenants and agrees with each other Owner and with the Association to pay annual assessments, special assessments for capital improvements and for other matters as provided in this Declaration. Such assessments shall be fixed, established and collected from time to time in the manner provided in this Article. Declarant shall be responsible for paying the difference between the actual aggregate common expenses incurred by the Association, and the actual aggregate amount of assessments collected from Unit Owners from the date a permanent occupancy permit is issued for the first Unit until the date the last Unit is sold by Declarant. In no event shall Declarant's obligation for common expenses exceed the amount that Declarant would have been obligated to pay in assessments had Declarant been deemed an Owner of a Unit subject to the imposition of assessments from the date a permanent occupancy permit was issued for Units owned by Declarant. The Declarant shall not be responsible for paying for any expenses after the date of conveyance of the last Unit by the Declarant.

(b) The Board of Directors of the Association ("Board") shall from time to time, and at least annually, prepare a budget and fix the annual assessment, which assessment shall be used exclusively to promote the recreation, health, safety and welfare of the Members, for the improvement and maintenance of the Common Elements and such emergency repairs as the Association may deem necessary, including any reserve accounts. In addition to the annual assessments, the Board may levy, in any assessment year, a special assessment applicable to that year only for the purposes determined by the Board; provided, however, that any such special assessment shall have the assent of the Unit Owners having two-thirds (2/3) of the votes at a meeting duly called for this purpose.

(c) The Board may also levy special assessments against a particular Unit Owner and Unit for: (1) costs and expenses (anticipated or incurred) for damage to the Common Elements caused by or at the direction of that Unit Owner or guests or tenants of the Unit Owner or other occupants of the Unit; (2) costs, expenses and actual attorneys' fees incurred in, or in anticipation of, any suit, action or other proceeding to enforce the Act, the Declaration, the By-Laws, or the rules or regulations of the Association; (3) costs and expenses (anticipated or incurred) for emergency repairs to a Unit; (4) liabilities, costs and expenses incurred by the Association as a result of any temporary or permanent condition or defect in the Unit; (5) interest and late fees due on general and special assessments; (6) forfeitures and other penalties levied by the Board for violations of the condominium documents by a Unit Owner or the tenants or guests of the Unit Owner or occupants of a Unit; (7) all other costs and expenses anticipated or incurred by the Association which are subject to special assessments as provided under this Declaration or the By-Laws of the Association.

(d) Each purchaser of a Unit from the Declarant shall pay to the Association as a contribution to the working capital of the Association (and not an advance payment of a monthly assessment) an amount equal to two monthly installments of the then existing or estimated assessment for common expenses at the time of conveyance by the Declarant. The Association may determine how to use or apply the working capital fund, including, but not limited to, an addition to any reserve fund, a deposit to a segregated fund for any purpose. Nothing herein shall prevent a Unit Owner from recouping any payments made to the Association under this paragraph from a subsequent purchaser of the Unit.

(e) Each time ownership of a Unit is transferred from one party to another, in whole or in part, including by purchase, sale, foreclosure, tax foreclosure, or the taking of a deed in lieu of foreclosure, the transferee of the Unit shall pay a unit transfer fee to the Association in an amount equal to two monthly installments of the then existing assessment for common expenses at the time of conveyance for such Unit under the budget then in effect. Each transfer fee payment shall be deposited by the Association into the reserve fund. Notwithstanding anything herein to the contrary, the following transfers are exempt from paying the fee:

(i) When the transfer is to or from a trust where the sole beneficiary is the donor and Unit Owner;

(ii) When the transfer is solely between spouses and/or domestic partners;

(iii) When the transfer is solely between a parent and his, her or their child;
and

(iv) When the transfer is to or from the Association.

(f) The annual assessments provided for herein shall be payable in monthly installments and shall commence as to a Unit on the date of first conveyance of such Unit by the Declarant. The first annual assessment shall be adjusted according to the number of months then remaining in the calendar year. At the closing of the first sale by Declarant of each Unit, that portion of the annual assessment due and payable in the month in which the closing occurs shall be prorated. The Board shall fix the amount of the annual assessment against each Unit at least

thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner. The due date shall be the 1st day of each month. If such assessments are not paid by the 10th day of each month, an additional \$50.00 late fee will be assessed to such Unit. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer or agent of the Association setting forth whether the assessments on a specified Unit have been paid.

(g) All sums assessed to any Unit pursuant to this Article, together with interest thereon, shall be secured by a lien on such Unit in favor of the Association as provided in the Act.

VIII. INSURANCE

(a) Property Damage Insurance. The Board shall obtain, to the extent available in the normal commercial marketplace, broad form insurance against loss by fire and against loss by lightening, windstorm, hail, snow storm and other risks normally included within risk of loss extended coverage, including vandalism and malicious mischief, insuring all Common Elements, Limited Common Elements, Units and Unit upgrades or betterments, together with all service machinery appurtenant thereto, as well as all personal property belonging to the association, but excluding any Unit Owner personal property, in an amount equal to the full replacement value, with code upgrades, without deduction for depreciation. Premiums shall be a common expense. To the extent possible, the insurance shall provide that the insurer waives its rights of subrogation as to any claim against unit owners, the Association, and their respective agents and guests, and that the insurance cannot be cancelled, invalidated nor suspended on account of conduct of any one or more unit owners, or the Association, or their agents and guests, without thirty (30) days prior written notice to the Association giving it opportunity to cure the defect within that time. The Board shall obtain a third-party insurance appraisal, to be updated at least every 5 years, to determine the full replacement value of the Property insured.

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

(i) Worker's compensation insurance;

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

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

(iv) Fidelity insurance covering officers, directors, property managers, employees, and other persons who handle or are responsible for handling Association funds. Such insurance shall be in an amount at least equal to no less than three (3) months' operating

expenses plus reserves on hand as of the beginning of the fiscal year and shall contain waivers of any defense based upon the exclusion of persons serving without compensation; and

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

(c) Proceeds. Association Insurance proceeds for casualty loss shall be for the benefit of the Association, Owners of damaged Units and their mortgagees as their interests appear in order to finance reconstruction of damaged Common Elements. Liability coverage and other insurance proceeds shall be applied as the Association directs.

(d) Cost. 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 or use of Unit shall be allocated solely to its Owner. The Board shall cause its insurer to designate such portions of premiums in order to facilitate this allocation, or the Board may make a reasonable estimate of such allocation.

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

(f) Acts Affecting Insurance. No Owner or Occupant shall commit or permit any violation of covenants or agreements contained in the Association Insurance, 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; (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; provided that, in the case of such increase, 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 Owner shall be increased over the rate charged for the lowest-rated Unit, (w) by the size, design or composition of the Unit, (x) by reason of anything done or kept in a Unit, or (y) the failure of any Owner or occupant to comply with Association Insurance requirements or (z) the failure of any Owner or occupant to comply with this Declaration or the By-Laws, then the particular Owner shall reimburse the Association for the resulting additional premiums. The Association reimbursement right is without prejudice to any other Association remedy, and may be enforced by special assessment against the particular Unit and its Owner.

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

- (i) The personal property within the Unit;
- (ii) Coverage A with special perils coverage added, which changes the perils covered from "named perils" to "all risks unless excluded", which insurance should also cover Building/Additions and Alterations/Improvements and Betterments in an amount of at least the Association's master policy deductible(s);
- (iii) Loss assessment coverage, at a minimum limit of the maximum amount that the insurer will cover of the Association's master policy deductible(s);
- (iv) Special perils contents coverage; and
- (v) Sewer backup and sump pump failure coverage.

IX. RECONSTRUCTION AND CONDEMNATION

(a) Reconstruction. In the event of fire, casualty or any other disaster affecting one or more of the Units or Common Elements ("Damaged Premises"), the Damaged Premises shall be reconstructed and repaired, unless otherwise determined as provided below. Reconstruction and repair shall mean restoring the Damaged Premises to substantially the same condition as existed prior to the fire, casualty or disaster, and in accordance with the maps, plans and specifications used in the original construction insofar as practicable. The Board may authorize changes to the same with the consent of the mortgagees of the Units so affected and with the recordation of an amendment to this Declaration noting the effects thereof.

(b) Insufficient Proceeds. If insurance proceeds are insufficient to reconstruct or repair Common Elements, then, subject to (c) below, Owners of all Units shall be assessed according to their interests for the deficiency relating to the reconstruction or repair of Common Elements comprising Damaged Premises.

(c) Partition. If insurance proceeds are insufficient to reconstruct or repair the Common Elements (excluding any deductibles under the Association Insurance), then the Condominium shall be subject to an action for partition upon obtaining the written consent of all Owners and mortgagees. If such approval is not obtained within thirty (30) days from the date of adjustment of insurance proceeds following the fire, casualty or other disaster, then no such for partition shall be maintained or initiated.

(d) Control of Adjustment and Restoration. The Association shall have the sole power to settle adjustments with the insurance carrier for Association Insurance. The Association shall have the sole power to engage contractors to restore the Common Elements and insured portions of the Units. The Association shall have no responsibility to repair, reconstruct or replace any improvements in a Unit which are not insured by Association Insurance or any improvements installed subsequent to initial construction of the Unit.

(e) Construction Fund. Insurance proceeds and special assessments shall constitute a construction fund, with insurance proceeds disbursed first. Any surplus funds shall be held or distributed to Owners and their mortgagees as their interests may appear, in accordance with their interests.

(f) Condemnation. If all or any portion of the Condominium is taken under the power of eminent domain or sold in settlement or anticipation of any pending or threatened proceeding, this section shall control. Each Owner of an affected Unit shall have the right to appeal of the necessity of the taking and of the amount of condemnation award with respect to its Unit and Limited Common Elements, if any, appurtenant to such Unit. The Association shall have the exclusive right of appeal of the necessity of the taking and the amount of the condemnation award with respect to the Common Elements. Any settlement or decision on an appeal by the Association as to the Common Elements shall be binding upon all Owners. Damages shall be awarded and interests shall be adjusted as follows:

(i) Each Owner is entitled to the entire award for the taking of all or part of its Unit and Limited Common Elements appurtenant to such Unit and for consequential damages to the Unit.

(ii) If no reconstruction is undertaken, any award for the taking of Common Elements shall be allocated to all Owners in proportion to their respective interests.

(iii) Where an entire Unit is taken, the votes on Association matters appertaining to the remaining Units shall be calculated post-condemnation in the same manner as provided above but with respect only to the remaining Units. A partial taking of a Unit shall not include the interest or vote appurtenant to the Unit. If interests or votes are affected, the Association shall record an amendment, which discloses the nature of the taking and adjustments caused thereby. Following the taking of all or a part of the Common Elements, the Association shall promptly undertake to restore the improvements of the Common Elements to an architectural whole. Costs of restoration of Common Elements in excess of the condemnation award shall be a common expense. If the Board determines that reconstruction or restoration is not practical, the entire Condominium shall be subject to an action for partition upon obtaining the written consent of Owner having seventy-five percent (75%) or more of the votes. Upon partition, the net proceeds of sale of the Common Elements, together with any net proceeds of the award for taking, shall be considered as one fund and divided among all Owners in accordance with their interests. If the seventy-five percent (75%) approving vote is not obtained within thirty (30) days of the Board decision, then reconstruction, including any necessary reconstruction of Units shall commence with costs of restoration of the Common Elements in excess of condemnation proceeds assessed against all Owners in proportion to their interests.

X. DECLARANT'S RIGHTS

Until such time as the Declarant has sold all of the Units, the Declarant shall have the right to use any unsold Units and the Common Elements as may be necessary to expedite the sale of Units, including, but not limited to, the maintaining of a sales office, the holding of open houses and the erecting of signs.

XI. NOTICES

All notices and other documents required to be given by this Declaration or by the By-Laws of the Association, shall be sufficient if given to any Owner of a Unit regardless of the number of Owners who have an interest therein. Notices and other documents to be served upon

Declarant or the Association shall be personally served on the registered agent specified for receipt of process or mailed by certified mail, return receipt requested to such registered agent. All Owners shall provide the Secretary or the Association with the address for the mailing or service of any notice or other documents and the Secretary shall be deemed to have discharged the Secretary's duty with respect to giving of such notice by mailing it or having it delivered personally to the last such address on file. If a Unit Owner fails to provide such address, the Secretary shall be deemed to have given sufficient notice by mailing it or having it delivered to the Unit.

XII. RIGHTS OF MORTGAGE HOLDERS

(a) Notice. Any holder, insurer or guarantor of a mortgage (including the vendor's interest in a land contract) encumbering a Unit that makes written request on the Association for the following, identifying the name and address of such person and the Unit number or address, any such holder, insurer or guarantor will be entitled to timely written notice of:

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

(ii) Any thirty (30) day delinquency in the payment of assessments owed by Owner of the 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 Owner's receipt of notice of such breach;

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

(iv) Any proposed action that requires the consent of mortgagees.

(b) Mortgagee Acquisition of Unit. A mortgagee acquiring title to a Unit pursuant to remedies provided in its mortgage or by a deed in lieu of foreclosure following an Owner's default under the mortgage shall not be liable for such Unit's unpaid assessments accruing prior to the mortgagee's acquisition of title to the Unit (except to the extent that any uncollected assessments may be included in any subsequent budget or revision to a budget), to the extent set forth in the Act.

(c) Restoration. 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 at least fifty-one percent (51%) of mortgagees.

(d) Termination. Any election to terminate the Condominium must require mortgagee approval as follows: (1) fifty-one percent (51%) in the case of such an election after substantial destruction or a substantial taking in condemnation of the Property, and (2) sixty-seven percent (67%) in all other cases.

XIII. CLAIMS AND REMEDIES

(a) **Owner Claims: Mediation and Arbitration Requirements.** In the event that a Unit Owner or resident has a claim to assert against the Association, that claim must be (a) mediated with both sides paying half the cost of the mediator; or (b) arbitrated with both sides paying half the cost of the arbitration; and in either case (c) brought within one year of the date that the Unit Owner or resident knew or should have known of the underlying facts giving rise to the claim.

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

(c) **Damages.** The Association may assess a Unit Owner the actual damages the Association incurs from the Unit Owner's (its residents, occupants, or guests) failure to abide by the Condominium Declaration, By-Laws, or rules and regulations (the "Condominium Documents"). Where appropriate, the Association may also fine for violations of the Condominium Documents as set forth in the rules and regulations. The Association may also assess to the Unit Owner interest and late fees on unpaid fines and assessments, as well as attorney's fees and costs incident to the Unit Owner's failure to abide by the Condominium Documents.

(d) **Owner Violation; Association Right to Cure.** In addition to any other remedies provided herein, if any Owner or occupant fails to properly maintain its Unit or any part or portion thereof or the Limited Common Elements appurtenant thereto or otherwise comply with this Declaration, the By-Laws or the rules and regulations, which failure continues for a period of fifteen (15) days following written notice from the Association, the Association shall have the right but not the obligation, to perform or cause to be performed such maintenance, replacement, restoration or other action as the Association deems necessary or appropriate. Expenses incurred by the Association shall be assessed against the Unit and its Owner and shall be subject to all rights and remedies reserved under this Declaration with respect to collection, expense, late payment penalties or interest, filing of a lien and/or foreclosure. Once the Association has taken such an action, it may, but shall not be obligated to, take any other or further action with respect to the same for a similar or subsequent failure by the same or a different Owner or occupant of a particular Unit.

XIV. GENERAL PROVISIONS

(a) **Remedies.** The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations, now or hereafter imposed by the provisions of this Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The failure of the Association to insist, in any one instance, upon the strict performance of any of the terms, covenants, conditions or restrictions of this Declaration, or to exercise any right or option herein contained, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment of such term, covenant, condition or restriction in the future, and such term,

covenant, condition or restriction shall remain in full force and effect. The receipt by the Association of payment of any assessment from a Unit Owner, with knowledge of the breach of any covenant hereof, shall not be deemed as a waiver of such breach, and no waiver by the Association of any provision hereof shall be deemed to have been made unless expressed in writing and signed on behalf of the Association.

(b) Assignment. The rights, powers, and obligations of the party named as Declarant may be assigned by a written, recorded amendment to any other party who assumes such rights, powers and obligations. Upon the recording of any such amendment, such assignee shall become Declarant under this Declaration and shall succeed to all such rights, powers and obligations. Such amendment need be signed only by the assignor and assignee named therein.

(c) Right of Entry. Each Unit Owner hereby grants a right of entry and access to its Unit to the Association to correct any condition originating in its Unit and threatening another Unit or the Common Elements, to install, alter, or repair mechanical or electrical services or other Common Elements in its Unit or elsewhere in the Condominium, and to maintain and repair Common Elements and other areas as described in this Declaration. Such entry shall be made with prior notice to the Unit Owners, and shall be scheduled for a time reasonably convenient to the Unit Owners, except in the case of an emergency when injury or property damage will result in delayed entry. Such entry shall be done with as little inconvenience to the Unit Owners as practical, and any damage caused thereby shall be repaired by the Association and treated as a common expense, except as allocable to an individual Unit or Units for cause in the discretion of the Association.

(d) Severability. If any provision of this Declaration, or the application thereof, shall be held invalid or unenforceable, then the remainder of this Declaration shall not be affected thereby and shall be valid, and be enforced to the fullest extent.

(e) Termination. This Declaration may be terminated only by the unanimous consent of all of the Owners of all Units, in which event the termination of the Declaration shall be by such plan as may be then adopted by said Owners. The instruments necessary for such termination shall be recorded in Milwaukee County, Wisconsin.

(f) Amendments.

(i) Except as otherwise provided by the Act, or as otherwise provided in this Declaration, this Declaration may be amended with the written consent of Unit Owners owning not less than two-thirds (2/3) of the percentage interest in the Common Elements. To the extent set forth in the Act, no Unit Owner's consent shall be effective without the consent of the first mortgagee of such Unit. So long as the Declarant owns any Unit, the consent in writing of the Declarant, its successors or assigns, shall also be required. No amendment shall alter or abrogate the rights of Declarant as contained in this Declaration. Any amendment shall be recorded with the Register of Deeds for Milwaukee County. Until the initial conveyance of all Units, this Declaration may be amended by the Declarant alone for purposes of clarification and correction of errors and omissions.

(ii) Declarant, for as long as the Declarant shall have ownership in the Property or Condominium, and when the Declarant no longer has an interest in the Property or Condominium then the Board, shall have the right and power to record special amendments to this Declaration at any time and from time to time which amend this Declaration (1) to comply with requirements of the FNMA, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Association, the Veteran's Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities or any institutional lender issuing a commitment to make mortgage loans covering twenty percent (20%) or more of the Units, (2) to induce any of such agencies or entities to make, purchase, sell, insure, or guarantee mortgages secured by any Unit, (3) to conform this Declaration with the requirements of the Act, or (4) to correct clerical or typographical errors in this Declaration or any Exhibit hereto or any supplement or amendment thereto. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Declarant to make or consent to a special amendment on behalf of each Unit Owner. Each deed, mortgage or other evidence of obligation, or other instrument affecting a Unit and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power reserved to Declarant to make, execute and record Special Amendments. The rights reserved to the Declarant under this Section shall terminate at such time as the Declarant no longer holds or controls title to any part of the Property or ten (10) years from the date this Declaration is recorded, whichever first occurs.

(g) Resident Agent. The name and address of the resident agent under Section 703.23 of the Wisconsin Statutes is Nicole Bruckner, who is located at W339 S9767 Red Brae Drive, Mukwonago, Wisconsin 53149. The resident agent may be changed by the Association in any manner permitted by law.

XV. EXPANSION

The Declarant hereby expressly reserves an option until the tenth anniversary of the recordation of this Declaration to expand the Condominium in compliance with Section 703.26 of the Act without the consent of any Unit Owner or mortgagee. The option to expand may be terminated prior to such anniversary only upon the recordation by the Declarant of an amendment to this Declaration. The option to expand is subject to the following:

- (a) The Declarant expressly reserves the unqualified right to add all or any portion(s) of the expansion real estate identified on Exhibit E ("Expansion Real Estate"), to add additional Units, or to do either or both of the foregoing at any time or from time to time at different times within the aforesaid ten (10) year period, provided, only that the total area of Expansion Real Estate added to the Condominium shall not exceed the total area of the Expansion Real Estate as described on Exhibit E, and further described on the survey attached hereto and made a part hereof as Exhibit F.

- (b) At such time as the Condominium is expanded, if at all, the total maximum number of Units in the Condominium will not exceed sixty-six (66) if fully expanded.
- (c) In order to exercise its rights pursuant to this Article, Declarant shall execute and record a supplemental declaration, which supplemental declaration shall describe the Expansion Real Estate or the Units to be added to the Condominium, the number of Units to be added, a description of said Units and any Limited Common Elements or Common Elements, the percentage of ownership in the Common Elements of all Units, the number of votes appurtenant to each Unit, and any complimentary additions and modifications to the Declaration as may be necessary and desirable to reflect the different character, if applicable, of the Expansion Real Estate being submitted to the Declaration, including a provision for additional easements, and to reflect any adjustment to the common expenses in connection with the Condominium as expanded.
- (d) Declarant makes no assurances as to the locations of improvements that may be constructed on any portion of the Expansion Real Estate. The proposed location of buildings on the Expansion Real Estate as set forth on Exhibit F represent estimates only and Declarant specifically reserves the right to make alterations and modifications to the number, location and layout of improvements to be constructed on the Expansion Real Estate. Such improvements as may from time to time exist on any portion of the Expansion Real Estate will become part of the Condominium if and only if the Declarant's option to expand is timely exercised to include those portions of the Expansion Real Estate on which such improvements exist.
- (e) All units to be created on any portion of the Expansion Real Estate added to the Condominium shall be restricted to residential use, and the quality, principal materials and architectural style of future improvements on any such portion shall be compatible with that of the improvements on the Property. No assurances are made by Declarant as to the size or type of Units or other improvements that may be created in the future on the Expansion Real Estate and Declarant expressly reserves the right to use the Expansion Real Estate for the construction of apartments.
- (f) Declarant expressly reserves the right to create Limited Common Elements on the Expansion Real Estate, and to designate Common Elements thereon. Declarant makes no assurances as to the type, size or maximum number of such Common Elements or Limited Common Elements.
- (g) In the event the Condominium is expanded, the allocation of percentage of ownership in the Common Elements in the Condominium, as expanded from time to time, shall be determined in accordance with the formula set forth in Article III hereof, to reflect the addition of any Units added by such expansion.

- (h) In the event the Declarant exercises its right to expand the Condominium pursuant hereto, then upon any such expansion all references in this Declaration to the "Buildings," the "Condominium," "Units," "Property," "Unit Owners," "Association," and all other terms which refer to the Condominium or any aspect thereof automatically shall refer to the Condominium as expanded.
- (i) In the event the Declarant shall not add to the Condominium all or any portion of the Expansion Real Estate, the Declarant nevertheless shall have the right to construct, renovate or remodel all or any portion of any improvements on the Expansion Real Estate and to operate the same without restriction.
- (j) In the event community and/or recreation facilities shall be constructed upon any portion of the Expansion Real Estate added to the Condominium, or any portion of the Expansion Real Estate added to the Condominium is dedicated or reserved for park or open space purposes, but the Condominium shall not be expanded to include all of the Expansion Real Estate, the Declarant expressly reserves the right to grant to any persons at any time owning or occupying any portion of the Expansion Real Estate not included in the Condominium, and the members of their families and guests, a non-exclusive easement for the use and enjoyment of such facilities and for reasonable rights of pedestrian and vehicular ingress and egress over the Condominium in furtherance thereof. Such easements shall be subject, without limitation, to all covenants and conditions of record, and to the obligation of all owners of any portion of the Expansion Real Estate to bear their fair share of all costs of operating, maintaining, repairing and replacing such facilities.
- (k) In no event shall the Declarant be required to expand the Condominium or add any portion of the Expansion Real Estate thereto.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Declarant, Janssen Bruckner LLC, has executed this Declaration this 4th day of February, 2025.

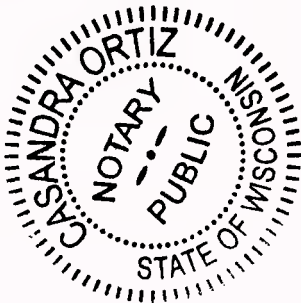
Janssen Bruckner LLC,
a Wisconsin limited liability company

By: Nicole Bruckner
Nicole Bruckner, Authorized
Representative

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS.
MILWAUKEE COUNTY)

Personally came before me this 4 day of February, 2025, the above named Nicole Bruckner, who acknowledged himself/herself to be the manager of Janssen Bruckner LLC, and to me known to be the person who executed the foregoing instrument as such member of such limited liability company, by its authority, and acknowledge the same.



Casandra Ortiz
Name: Casandra Ortiz
Notary Public, State of Wisconsin
My Commission: 12-20-28

This instrument was drafted by:
Brad Dallet
Husch Blackwell LLP
511 N. Broadway, Suite 1100
Milwaukee, WI 53202

EXHIBIT A

LEGAL DESCRIPTION

LOT 4 OF CSM 9605 RECORDED IN THE MILWAUKEE COUNTY REGISTER OF DEEDS OCTOBER 17, 2024, AS DOCUMENT NUMBER 11457746, BEING A PART OF THE NW 1/4 OF THE NE 1/4 AND PART OF THE NE 1/4 OF THE NW 1/4 OF SECTION 16, T5N, R22E, CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN.

AND

PART OF LOT 3 OF CSM 9418, RECORDED IN THE MILWAUKEE COUNTY REGISTER OF DEEDS JUNE 21, 2022, AS DOCUMENT NUMBER 11258441 BEING A PART OF THE NW 1/4 OF THE NE 1/4 AND PART OF THE NE 1/4 OF THE NW 1/4 OF SECTION 16, T5N, R22E, CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN.

COMMENCING AT THE SOUTHWEST CORNER OF LOT 3 OF CSM 9418 ALSO BEING THE POINT OF BEGINNING, THENCE N 21°12'18" W, ALONG THE EAST RIGHT-OF-WAY OF QUINCY AVENUE, 126.29 FEET TO THE SOUTH RIGHT-OF-WAY OF TRAILSIDE COURT; THENCE ALONG THE RIGHT-OF-WAY OF TRAILSIDE COURT FOR THE FOLLOWING 8 COURSES: 1.: THENCE N 68°44'05" E, 20.65 FEET; 2.: THENCE ALONG A TANGENT CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 25.21 FEET, A RADIUS OF 70.00 FEET, A DELTA ANGLE OF 20°38'09", AND A CHORD BEARING N 79°03'09" E, 25.08 FEET; 3.: THENCE N 89°23'31" E, 222.36 FEET; 4.: THENCE ALONG A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 314.59 FEET, A RADIUS OF 70.00 FEET, A DELTA ANGLE OF 257°29'47", AND A CHORD BEARING N 39°22'39" W, 109.19 FEET; 5.: THENCE ALONG A REVERSE CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 43.28 FEET, A RADIUS OF 32.00 FEET, A DELTA ANGLE OF 77°29'47", AND A CHORD BEARING S 50°37'21" W, 40.06 FEET; 6.: THENCE S 89°22'14" W, 122.78 FEET; 7.: THENCE ALONG A TANGENT CURVE TO THE LEFT HAVING AN ARC LENGTH OF 46.82 FEET, A RADIUS OF 130.00 FEET, A DELTA ANGLE OF 20°38'09", AND A CHORD BEARING S 79°03'09" W, 46.57 FEET; 8.: THENCE S 68°44'05" W, 20.58 FEET TO THE EAST RIGHT-OF-WAY OF QUINCY AVENUE; THENCE N 21°12'18" W, ALONG THE EAST RIGHT-OF-WAY OF QUINCY AVENUE, 119.29 FEET; THENCE N 68°47'42" E, 360.12 FEET; THENCE N 16°25'27" W, 98.47 FEET TO THE SOUTH RIGHT-OF-WAY OF QUIETWOOD PLACE; THENCE S 89°33'19" E, ALONG THE SOUTH RIGHT-OF-WAY OF QUIETWOOD PLACE, 224.48 FEET TO THE NORTHEAST CORNER OF LOT 3 OF CSM 9418; THENCE S 00°26'41" W, ALONG THE EAST LINE OF LOT 3 OF CSM 9418, 503.25 FEET TO THE SOUTHEAST CORNER OF LOT 3 OF CSM 9418 AND THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 16; THENCE S 89°21'55" W, ALONG THE SOUTH LINES OF LOT 3 OF CSM 9418 AND THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 16, 417.96 FEET TO THE POINT OF BEGINNING.

DESCRIBED LANDS HAVING AN AREA OF 171972 SQUARE FEET OR 3.948 ACRES.

EXHIBIT B

CONDOMINIUM PLAT AND FLOOR PLANS

FOR REPRESENTATIONAL PURPOSES ONLY.

NOT TO BE CONSTRUED AS ACTUAL SIZE.

[See attached]

STONEBROOK ON THE PARK CONDOMINIUM

ALL OF LOT 3 AND LOT 4 OF CSM 9605, AND LOT 3 OF CSM 9418, BEING A PART OF THE NW 1/4 OF THE NE 1/4 AND PART OF THE NE 1/4 OF THE NW 1/4, SECTION 16, T2N, R22E, CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN

STATE OF WISCONSIN)ss
COUNTY OF DODGE)

I, JOHN D. DOWNING, CERTIFY AND STATE AS FOLLOWS:

1. THAT I AM A DULY LICENSED AND PROFESSIONAL LAND SURVEYOR IN THE STATE OF WISCONSIN AND THIS CONDOMINIUM PLAT COMPLY WITH THE PROVISIONS OF CHAPTER 703 AND A-610 DEVELOPED AND AS FILED WITH THE APPROPRIATE GOVERNMENTAL AND PUBLIC AGENCIES HAVING JURISDICTION OVER THE ISSUANCE OF PERMITS FOR THE CONSTRUCTION OF BUILDINGS, WHERE APPLICABLE, IN SAID CONDOMINIUM.
2. THAT SHEET 1, IS AN ACCURATE COPY OF THE CONDOMINIUM AS PLANNED ACTION OVER THE ISSUANCE WITH THE APPROPRIATE GOVERNMENTAL AND PUBLIC AGENCIES HAVING JURISDICTION OVER THE ISSUANCE OF PERMITS FOR THE CONSTRUCTION OF BUILDINGS, WHERE APPLICABLE, IN SAID CONDOMINIUM.
3. THAT SHEET 4 SHOWS THE LEGAL DESCRIPTION OF STONEBROOK ON THE PARK CONDOMINIUM.
4. THAT SHEET 5-9 SHOW THE FLOOR PLANS OF THE RESPECTIVE UNITS AND THAT THE UNIT NUMBERS SHOWN ON SHEET 4 ARE THE UNIT NUMBERS DESIGNATING FOR EACH UNIT.
5. THAT THE PLAT IS A CORRECT REPRESENTATION OF THE CONDOMINIUM DESCRIBED AND THE IDENTIFICATION AND LOCATION OF EACH UNIT AND THE COMMON ELEMENTS CAN BE DETERMINED FROM THE PLAT.

JOHN D. DOWNING, PLS. S-2939

1/31/25
DATE

CENTER OF SECTION
16-5-22 CONC. MON. W/
SEWRPC BRASS CAP FND.
N-332,618.02
E-2,530,688.53
W-SPC S. ZONE
NAD (83)

W. LINE OF THE NE 1/4
OF SEC. 16-5-22
S 00°17'46" W 265.162'
1451.75'

S 89°21'55" W 134.50'
1451.75'

S 89°21'55" W 134.50'
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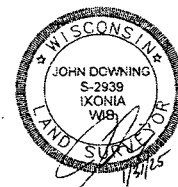
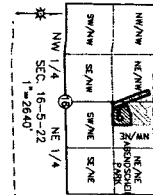
S 89°21'55" W 134.50'
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S 89°21'55" W 134.50'
1451.75'

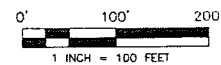
S 89°21'55" W 134.50'
1451.75'

S 89°21'55" W 134.50'
1451.75'

THIS INSTRUMENT WAS DRAFTED BY JOHN D. DOWNING, S-2939



NOTES:
• SEE SHEET 4 FOR LINE TABLE, CURVE TABLE AND NOTES.



BEARINGS BASED ON GRID NORTH OF THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD 83) AND REFERENCED TO THE NORTH LINE OF THE NE 1/4 OF SEC. 16-5-22 PUBLISHED BY SEWRPC AS N89°08'48"E.

LEGEND

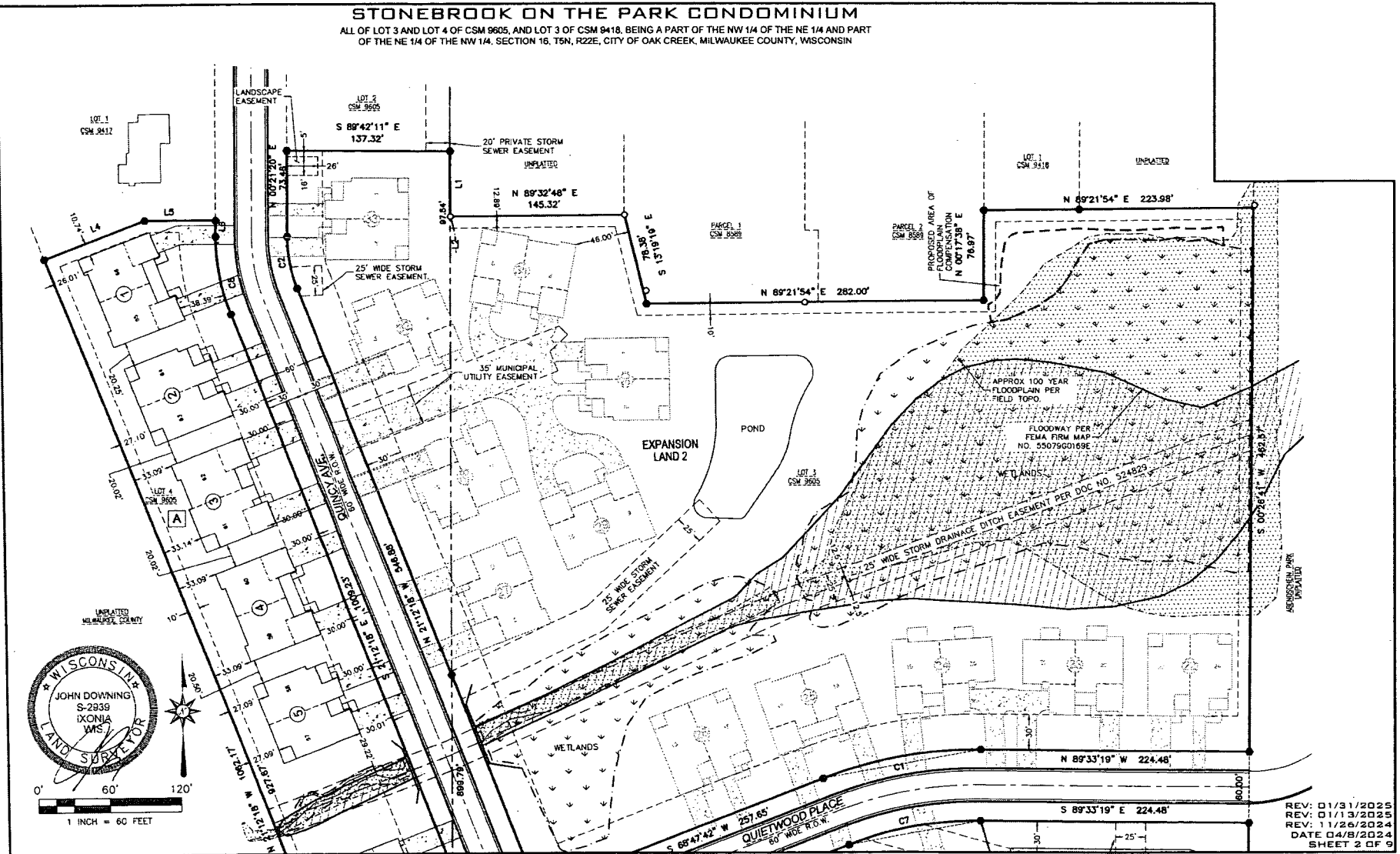
- SECTION CORNER MONUMENT
- FOUND 1" IRON PIPE OR NOTED
- FOUND 3/4" REBAR OR NOTED
- SET 0.75" O.D. X 16" REBAR WEIGHING 1.502 LBS/FT.
- WETLANDS
- FLOODPLAIN
- FLOODWAY



LAND SURVEYING • LAND PLANNING
955 LEXINGTON DR.
OAK CREEK, WI 53066
WWW.LANDTECHWI.COM
(262) 367-7599

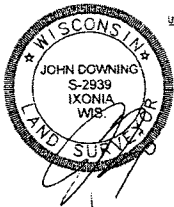
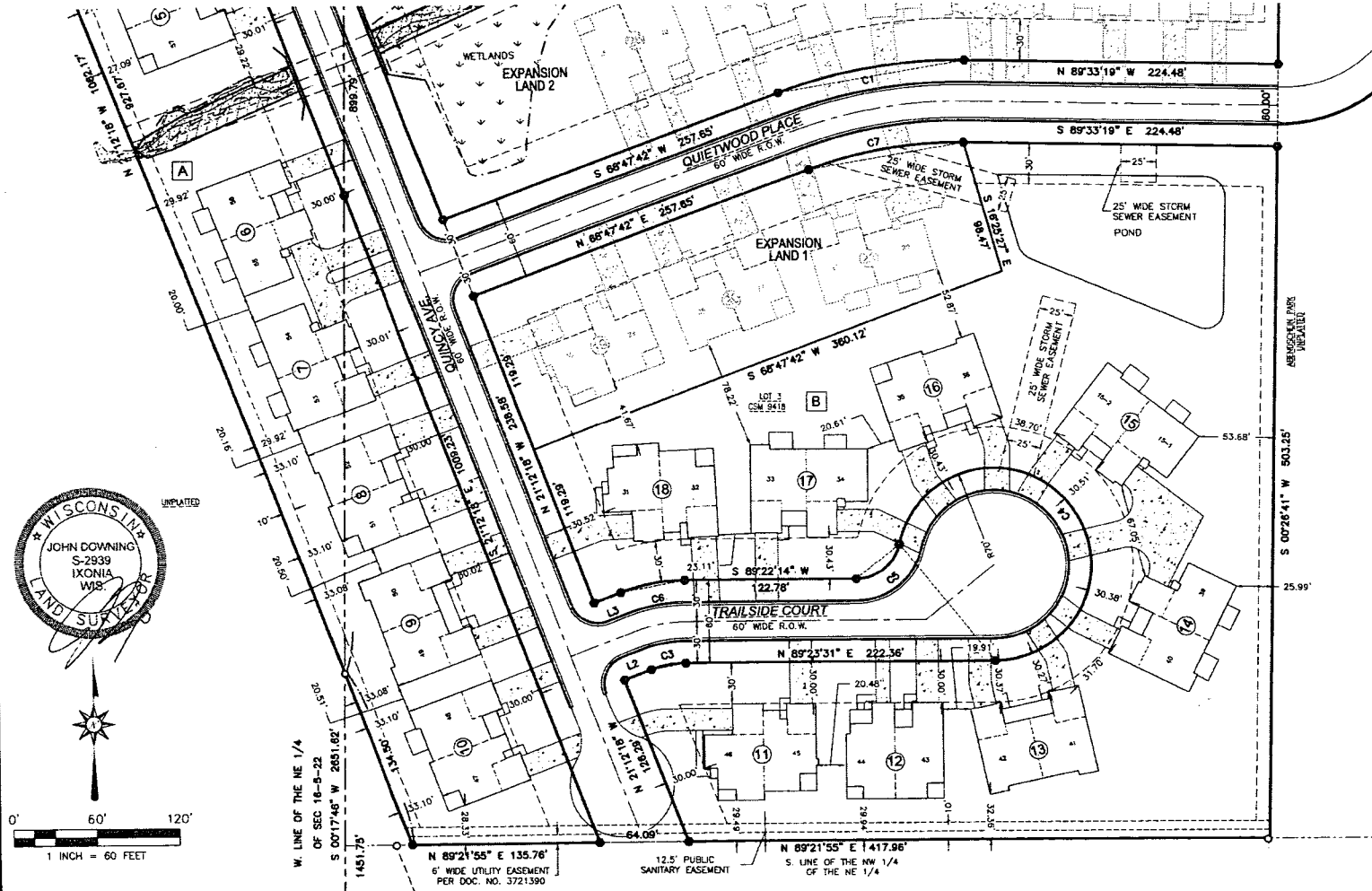
REV: 01/31/2025
REV: 01/13/2025
REV: 11/26/2024
DATE 04/8/2024
SHEET 1 OF 9
JOB # 21279

ALL OF LOT 3 AND LOT 4 OF CSM 9605, AND LOT 3 OF CSM 9418, BEING A PART OF THE NW 1/4 OF THE NE 1/4 AND PART OF THE NE 1/4 OF THE NW 1/4, SECTION 16, T5N, R22E, CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN



STONEBROOK ON THE PARK CONDOMINIUM

ALL OF LOT 3 AND LOT 4 OF CSM 9605, AND LOT 3 OF CSM 9418, BEING A PART OF THE NW 1/4 OF THE NE 1/4 AND PART OF THE NE 1/4 OF THE NW 1/4, SECTION 16, T5N, R22E, CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN



0' 60' 120'
1 INCH = 60 FEET

REV: 01/31/2025
REV: 01/13/2025
REV: 11/26/2024
DATE 04/08/2024
SHEET 3 OF 9

STONEBROOK ON THE PARK CONDOMINIUM
ALL OF LOT 3 AND LOT 4 OF CSM 9805, AND LOT 3 OF CSM 9418, BEING A PART OF THE NW 1/4 OF THE NE 1/4 AND PART
OF THE NE 1/4 OF THE NW 1/4, SECTION 16, T5N, R22E, CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 00°17'46" W	55.83
L2	S 69°44'05" W	20.65
L3	N 68°44'05" E	20.58
L4	N 68°47'42" E	90.01
L5	S 89°46'36" E	58.68
L6	N 00°21'20" E	113.95

CURVE TABLE

CURVE	RADIUS	ARC DIST	CHORD DIST	CHORD BEARING	DELTA	TANGENT IN	TANGENT OUT
C1	360.00	138.03	132.22	N 79°37'11" E	21°38'59"	N 89°33'19" W	S 68°47'42" W
C2	120.00	45.16	44.89	S 10°25'29" E	21°33'38"	N 21°12'18" W	N 00°21'20" E
C3	70.00	24.21	25.08	S 79°03'09" W	20°38'09"	S 89°22'14" W	S 68°44'05" W
C4	70.00	314.59	109.19	S 39°22'39" E	25°7'29.47"	N 11°52'27" E	S 89°22'14" W
C5	32.00	43.28	40.06	N 50°37'21" E	77°29'47"	N 89°22'14" E	N 11°52'27" E
C6	130.00	46.82	46.57	N 79°03'09" E	20°38'09"	N 68°44'05" E	N 89°22'14" E
C7	300.00	113.36	112.68	S 79°37'11" W	21°38'59"	N 68°47'42" E	S 89°33'19" E
C8	180.00	67.73	67.34	S 10°25'29" E	21°33'38"	N 21°12'18" W	N 00°21'20" E

NOTES:

- FLOODPLAIN IS PER FEMA FIRM MAP No. 55079C0169E, EFF. 9/26/2008
- WETLANDS ARE SHOWN PER A DELINEATION COMPLETED BY HEARTLAND ECOLOGICAL GROUP, INC. DATED 06/25/2021 AND 06/10/2022.
- FOR RECORD BEARINGS SEE CSM 9418 & 9417.
- UNITED COMMON ELEMENTS (L.C.E.) CONSIST OF THE DRIVEWAYS, WALKS, DECKS, PATIOS, OR PORCHES, IF ANY, IMMEDIATELY ADJACENT AND APPURTENANT TO THE GARAGE DOOR TO EACH UNIT. L.C.E. SHALL BE RESERVED FOR THE EXCLUSIVE USE OF THE UNIT TO WHICH THEY ARE APPURTENANT.
- ALL AREAS WITHIN THE CONDOMINIUM AND OUTSIDE THE UNITS ARE COMMON ELEMENTS.
- PROPOSED EASEMENTS BY SEPARATE DOCUMENTS.

UNIT ADDRESSES

BLDG	UNIT#	ADDRESS	BLDG	UNIT#	ADDRESS
1	65	7905 S QUINCY AVE	17	33	912 E TRAILSIDE CT.
1	65	7943 S QUINCY AVE	18	32	922 E TRAILSIDE CT.
2	64	7961 S QUINCY AVE	18	31	8070 S QUINCY AVE
2	63	7969 S QUINCY AVE	19	30	8050 S QUINCY AVE
3	62	7967 S QUINCY AVE	19	29	8070 E QUIETWOOD PL.
3	61	7975 S QUINCY AVE	20	28	889 E QUIETWOOD PL.
4	60	7963 S QUINCY AVE	20	27	919 E QUIETWOOD PL.
4	59	7961 S QUINCY AVE	21	26	936 E QUIETWOOD PL.
5	58	7969 S QUINCY AVE	21	25	948 E QUIETWOOD PL.
5	57	8007 S QUINCY AVE	22	24	1032 E QUIETWOOD PL.
6	56	8023 S QUINCY AVE	22	23	982 E QUIETWOOD PL.
6	55	8031 S QUINCY AVE	23	22	972 E QUIETWOOD PL.
7	54	8039 S QUINCY AVE	23	21	962 E QUIETWOOD PL.
7	53	8047 S QUINCY AVE	24	20	962 E QUIETWOOD PL.
8	52	8055 S QUINCY AVE	24	19	942 E QUIETWOOD PL.
8	51	8063 S QUINCY AVE	25	18	932 E QUIETWOOD PL.
9	50	8071 S QUINCY AVE	25	17	922 E QUIETWOOD PL.
9	49	8079 S QUINCY AVE	26	16	902 E QUIETWOOD PL.
10	48	8087 S QUINCY AVE	26	15	882 E QUIETWOOD PL.
10	47	8095 S QUINCY AVE	27	14	8000 S QUINCY AVE
11	46	8050 S QUINCY AVE	27	13	7980 S QUINCY AVE
11	45	917 E TRAILSIDE CT.	28	12	7980 S QUINCY AVE
12	44	927 E TRAILSIDE CT.	28	11	7976 S QUINCY AVE
12	43	937 E TRAILSIDE CT.	29	10	7974 S QUINCY AVE
13	42	947 E TRAILSIDE CT.	29	9	7972 S QUINCY AVE
13	41	957 E TRAILSIDE CT.	30	8	7970 S QUINCY AVE
14	40	977 E TRAILSIDE CT.	30	7	7968 S QUINCY AVE
14	39	987 E TRAILSIDE CT.	31	6	7966 S QUINCY AVE
15	38	992 E TRAILSIDE CT.	31	5	7964 S QUINCY AVE
15	37	972 E TRAILSIDE CT.	32	4	7962 S QUINCY AVE
16	36	962 E TRAILSIDE CT.	32	3	7960 S QUINCY AVE
16	35	942 E TRAILSIDE CT.	33	2	7940 S QUINCY AVE
17	34	922 E TRAILSIDE CT.	33	1	7930 S QUINCY AVE

LEGAL DESCRIPTIONS:

BUILDINGS 1-10: [A]

LOT 4 OF CSM 9805 RECORDED IN THE MILWAUKEE COUNTY REGISTER OF DEEDS OCTOBER 17, 2024, AS DOCUMENT NUMBER 11457746, BEING A PART OF THE NW 1/4 OF THE NE 1/4 AND PART OF THE NE 1/4 OF THE NW 1/4 OF SECTION 16, T5N, R22E, CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN.

BUILDINGS 11-18: [B]

PART OF LOT 3 OF CSM 9418, RECORDED IN THE MILWAUKEE COUNTY REGISTER OF DEEDS JUNE 21, 2022, AS DOCUMENT NUMBER 11258441 BEING A PART OF THE NW 1/4 OF THE NE 1/4 AND PART OF THE NE 1/4 OF THE NW 1/4 OF SECTION 16, T5N, R22E, CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN.

COMMENCING AT THE SOUTHWEST CORNER OF LOT 3 OF CSM 9418 ALSO BEING THE POINT OF BEGINNING, THENCE N 21°12'18" W, ALONG THE EAST RIGHT-OF-WAY OF QUINCY AVENUE, 126.29 FEET TO THE SOUTH RIGHT-OF-WAY OF TRAILSIDE COURT; THENCE ALONG THE RIGHT-OF-WAY OF TRAILSIDE COURT FOR THE FOLLOWING 8 COURSES: 1.: THENCE N 68°44'05" E, 20.65 FEET; 2.: THENCE ALONG A TANGENT CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 25.21 FEET, A RADIUS OF 70.00 FEET, A DELTA ANGLE OF 20°38'09", AND A CHORD BEARING N 79°03'09" E, 25.08 FEET; 3.: THENCE N 89°23'31" E, 222.36 FEET; 4.: THENCE ALONG A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 314.59 FEET, A RADIUS OF 70.00 FEET, A DELTA ANGLE OF 25°7'29.47", AND A CHORD BEARING N 39°22'39" W, 109.19 FEET; 5.: THENCE ALONG A REVERSE CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 43.28 FEET, A RADIUS OF 32.00 FEET, A DELTA ANGLE OF 77°29'47", AND A CHORD BEARING S 50°37'21" W, 40.06 FEET; 6.: THENCE S 89°22'14" W, 122.78 FEET; 7.: THENCE ALONG A TANGENT CURVE TO THE LEFT HAVING AN ARC LENGTH OF 46.82 FEET, A RADIUS OF 130.00 FEET, A DELTA ANGLE OF 20°38'09", AND A CHORD BEARING S 79°03'09" W, 46.57 FEET; 8.: THENCE S 68°44'05" W, 20.58 FEET TO THE EAST RIGHT-OF-WAY OF QUINCY AVENUE; THENCE N 21°12'18" W, ALONG THE EAST RIGHT-OF-WAY OF QUINCY AVENUE, 119.29 FEET, THENCE N 68°47'42" E, 360.12 FEET; THENCE N 16°25'27" W, 98.47 FEET TO THE SOUTH RIGHT-OF-WAY OF QUIETWOOD PLACE; THENCE S 89°33'19" E, ALONG THE SOUTH RIGHT-OF-WAY OF QUIETWOOD PLACE, 224.48 FEET TO THE NORTHEAST CORNER OF LOT 3 OF CSM 9418; THENCE S 00°26'41" W, ALONG THE EAST LINE OF LOT 3 OF CSM 9418, 503.25 FEET TO THE SOUTHEAST CORNER OF LOT 3 OF CSM 9418 AND THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 16; THENCE S 89°21'55" W, ALONG THE SOUTH LINES OF LOT 3 OF CSM 9418 AND THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 16, 417.96 FEET TO THE POINT OF BEGINNING.

DESCRIBED LANDS HAVING AN AREA OF 171972 SQUARE FEET OR 3.948 ACRES

EXPANSION LANDS 1:

PART OF LOT 3 OF CSM 9418, RECORDED IN THE MILWAUKEE COUNTY REGISTER OF DEEDS JUNE 21, 2022, AS DOCUMENT NUMBER 11258441 BEING A PART OF THE NW 1/4 OF THE NE 1/4 AND PART OF THE NE 1/4 OF THE NW 1/4 OF SECTION 16, T5N, R22E, CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN.

COMMENCING AT THE NORTHWEST CORNER OF LOT 3 OF CSM 9418 ALSO BEING THE POINT OF BEGINNING, THENCE N 68°47'42" E, ALONG THE SOUTH RIGHT-OF-WAY OF QUIETWOOD PLACE, 257.65 FEET; THENCE ALONG THE SOUTH RIGHT-OF-WAY OF QUIETWOOD PLACE, A TANGENT CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 113.36 FEET, A RADIUS OF 300.00 FEET, A DELTA ANGLE OF 21°38'59", AND A CHORD BEARING N 79°37'11" E, 112.68 FEET; THENCE S 16°25'27" E, 98.47 FEET; THENCE S 68°47'42" W, 360.12 FEET TO THE EAST RIGHT-OF-WAY OF QUINCY AVENUE; THENCE N 21°12'18" W, ALONG THE EAST RIGHT-OF-WAY OF QUINCY AVENUE, 119.29 FEET TO THE POINT OF BEGINNING.

DESCRIBED LANDS HAVING AN AREA OF 42,766 SQUARE FEET OR 0.982 ACRES.

EXPANSION LANDS 2:

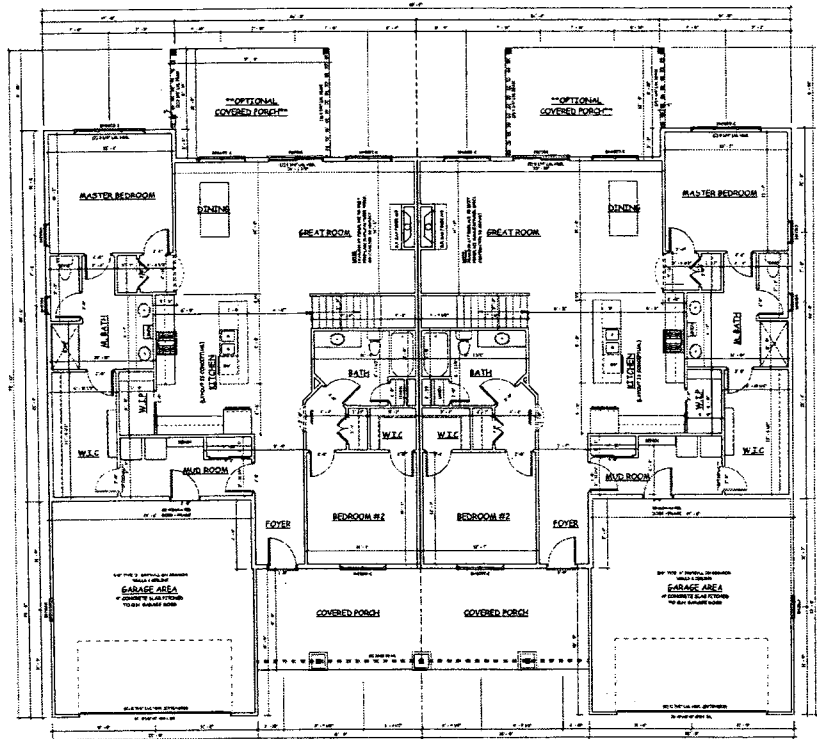
LOT 3 OF CSM 9805 RECORDED IN THE MILWAUKEE COUNTY REGISTER OF DEEDS OCTOBER 17, 2024, AS DOCUMENT NUMBER 11457746, BEING A PART OF THE NW 1/4 OF THE NE 1/4 AND PART OF THE NE 1/4 OF THE NW 1/4 OF SECTION 16, T5N, R22E, CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN.

DESCRIBED LANDS HAVING AN AREA OF 340,708 SQUARE FEET OR 7.822 ACRES



REV: 01/31/2025
REV: 01/13/2025
REV: 11/26/2024
DATE 04/8/2024
SHEET 4 OF 9

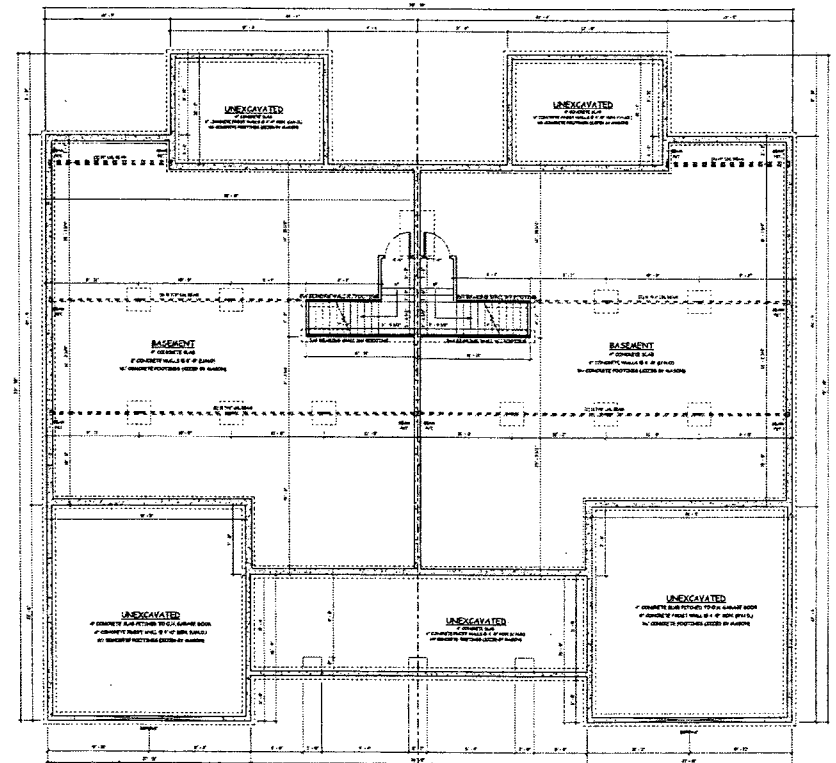
STONEBROOK ON THE PARK CONDOMINIUM
 ALL OF LOT 3 AND LOT 4 OF CSM 9805, AND LOT 3 OF CSM 9418, BEING A PART OF THE NW 1/4 OF THE NE 1/4 AND PART
 OF THE NE 1/4 OF THE NW 1/4, SECTION 16, T5N, R22E, CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN



FIRST FLOOR PLAN



LEFT UNIT FIRST FLOOR AREA = 1,574 S.F.
 LEFT UNIT GARAGE FLOOR AREA = 513 S.F.
 LEFT UNIT LOWER LEVEL AREA = 710 S.F.
 LEFT UNIT TOTAL AREA = 2,898 S.F.
 RIGHT UNIT FIRST FLOOR AREA = 1,574 S.F.
 RIGHT UNIT GARAGE FLOOR AREA = 513 S.F.
 RIGHT UNIT LOWER LEVEL AREA = 710 S.F.
 RIGHT UNIT TOTAL AREA = 2,897 S.F.
 TOTAL AREA = 5,795 S.F.



FOUNDATION PLAN

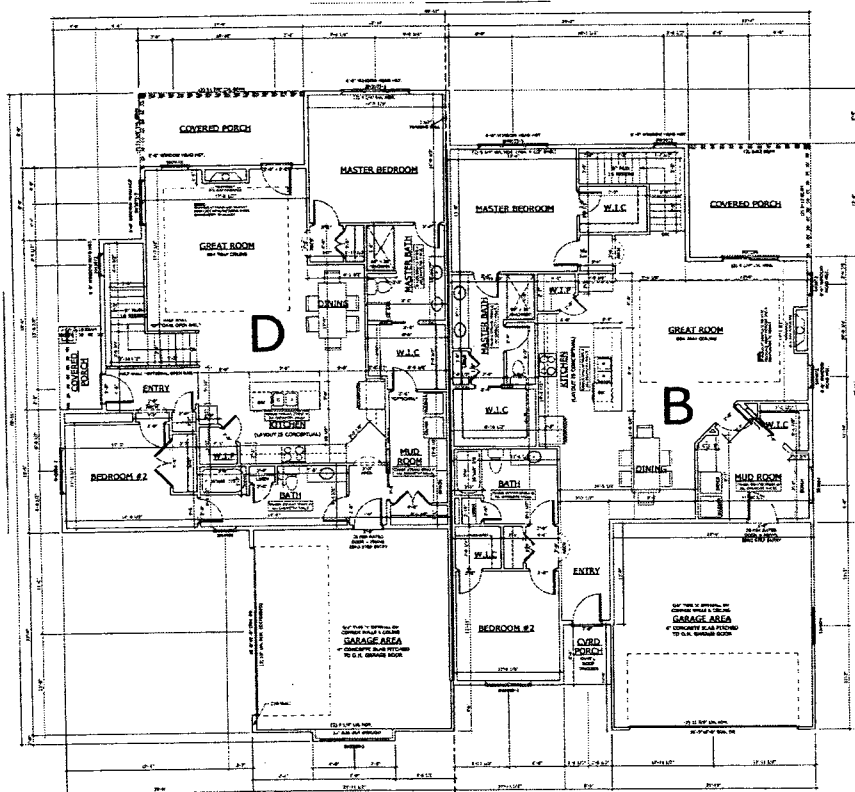
BUILDING PLANS ARE NOT TO SCALE
 AND FOR REFERENCE ONLY

BUILDING 1, 4, 9, 13

REV: 01/31/2025
 REV: 01/13/2025
 REV: 11/26/2024
 DATE 04/8/2024
 SHEET 5 OF 9

STONEBROOK ON THE PARK CONDOMINIUM

ALL OF LOT 3 AND LOT 4 OF CSM 9605, AND LOT 3 OF CSM 9418, BEING A PART OF THE NW 1/4 OF THE NE 1/4 AND PART OF THE NE 1/4 OF THE NW 1/4, SECTION 16, T5N, R22E, CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN

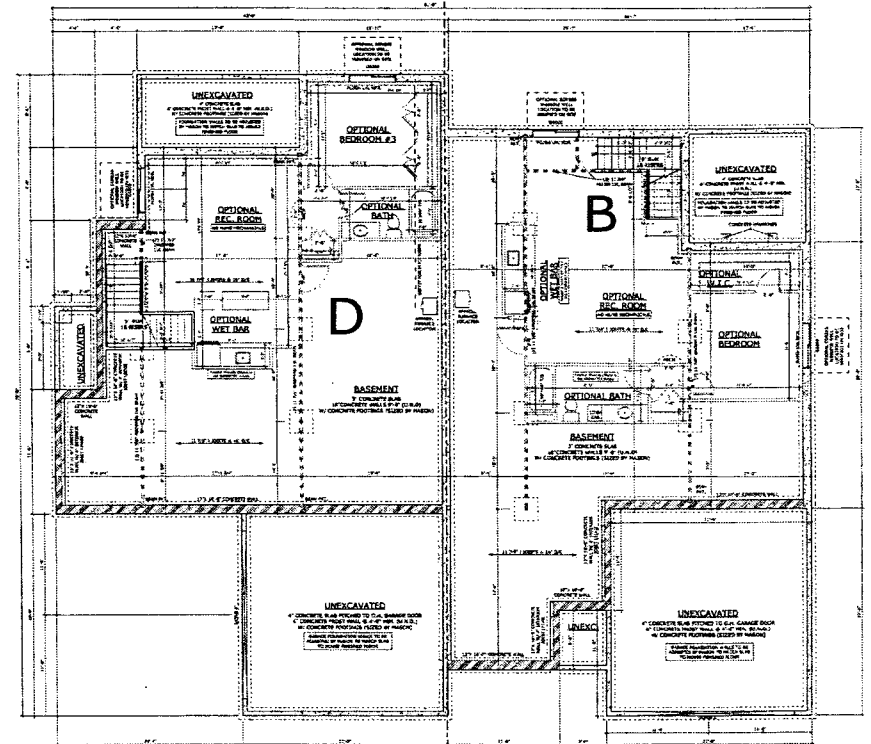


FIRST FLOOR PLAN



LEFT UNIT FIRST FLOOR AREA = 1,716 S.F.
LEFT UNIT GARAGE FLOOR AREA = 489 S.F.
LEFT UNIT LOWER LEVEL AREA = 717 S.F.
LEFT UNIT TOTAL AREA = 2,921 S.F.
RIGHT UNIT FIRST FLOOR AREA = 1,649 S.F.
RIGHT UNIT GARAGE FLOOR AREA = 485 S.F.
RIGHT UNIT LOWER LEVEL AREA = 639 S.F.
RIGHT UNIT TOTAL AREA = 2,773 S.F.

TOTAL AREA = 5,694 S.F.



FOUNDATION PLAN

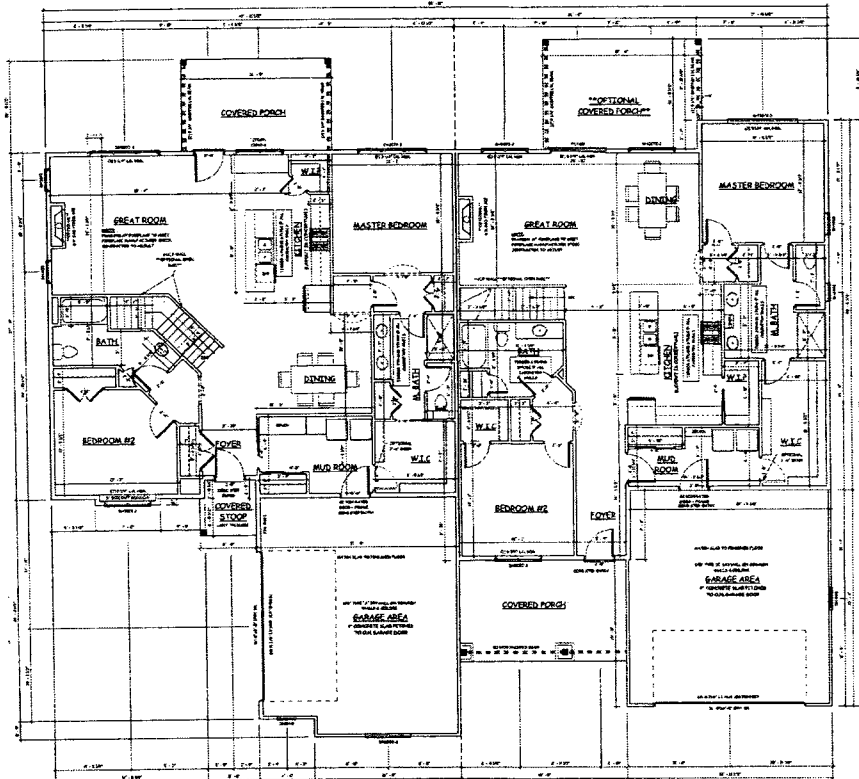
BUILDING PLANS ARE NOT TO SCALE
AND FOR REFERENCE ONLY

BUILDING NUMBERS 11", 18"
* DENOTES MIRRORRED BUILDING PLAN *

REV: 01/31/2025
REV: 01/13/2025
REV: 11/26/2024
DATE 04/8/2024
SHEET 6 OF 9

STONEBROOK ON THE PARK CONDOMINIUM

ALL OF LOT 3 AND LOT 4 OF CSM 9605, AND LOT 3 OF CSM 9418, BEING A PART OF THE NW 1/4 OF THE NE 1/4 AND PART OF THE NE 1/4 OF THE NW 1/4, SECTION 16, T5N, R22E, CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN

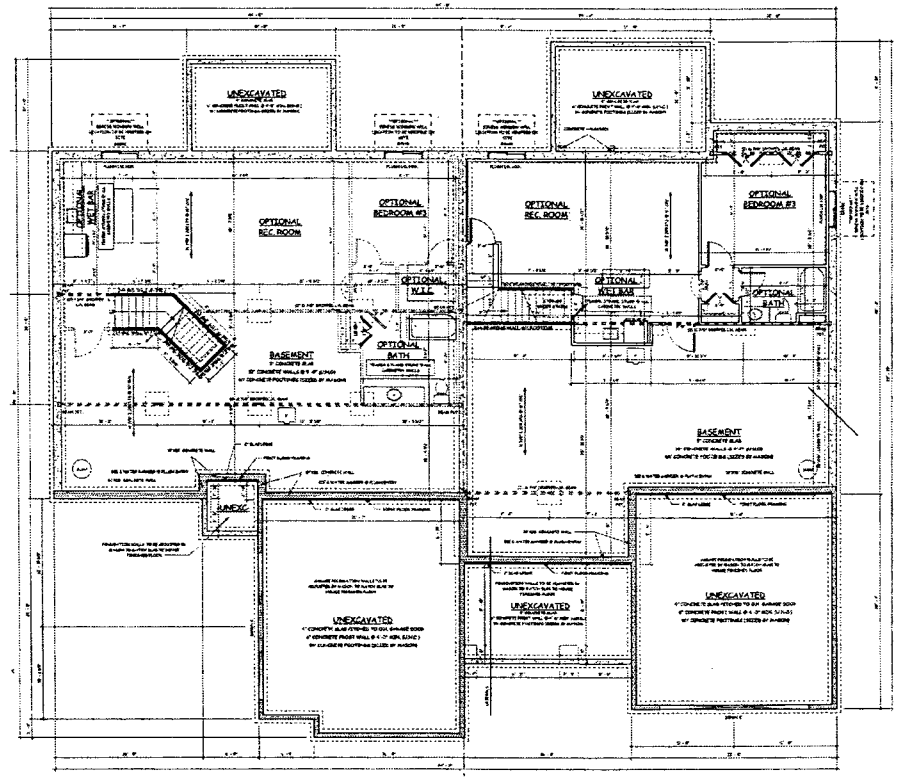


FIRST FLOOR PLAN



LEFT UNIT FIRST FLOOR AREA = 1,657 S.F.
LEFT UNIT GARAGE FLOOR AREA = 559 S.F.
LEFT UNIT LOWER LEVEL AREA = 839 S.F.
LEFT UNIT TOTAL AREA = 3,053 S.F.
RIGHT UNIT FIRST FLOOR AREA = 1,674 S.F.
RIGHT UNIT GARAGE FLOOR AREA = 513 S.F.
RIGHT UNIT LOWER LEVEL AREA = 713 S.F.
RIGHT UNIT TOTAL AREA = 2,901 S.F.
TOTAL AREA = 5,954 S.F.

BUILDING NUMBERS 6, 7*, 14, 15*, 17*
* DENOTES MIRRORRED BUILDING PLAN *



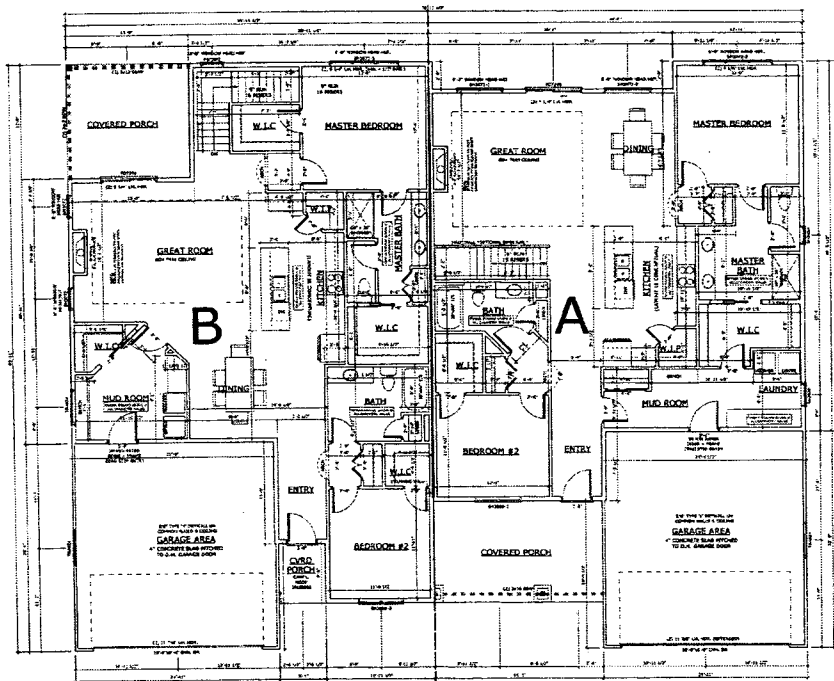
FOUNDATION PLAN

BUILDING PLANS ARE NOT TO SCALE
AND FOR REFERENCE ONLY

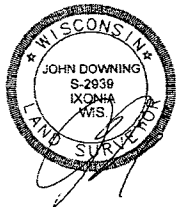
REV: 01/31/2025
REV: 01/13/2025
REV: 11/26/2024
DATE 04/6/2024
SHEET 7 OF 9

STONEBROOK ON THE PARK CONDOMINIUM

ALL OF LOT 3 AND LOT 4 OF CSM 9605, AND LOT 3 OF CSM 9418, BEING A PART OF THE NW 1/4 OF THE NE 1/4 AND PART OF THE NE 1/4 OF THE NW 1/4, SECTION 16, T5N, R22E, CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN



FIRST FLOOR PLAN

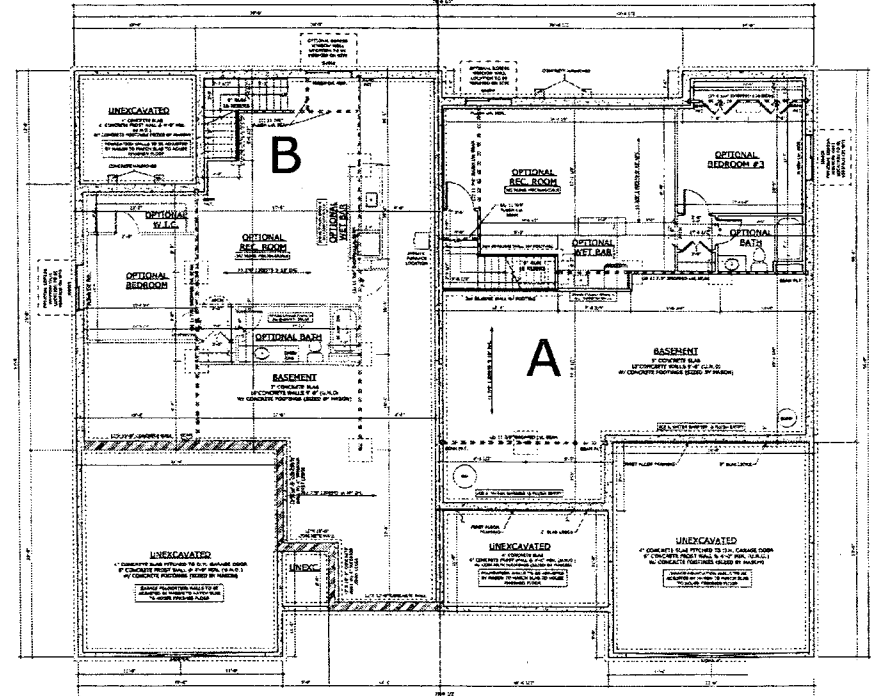


LEFT UNIT FIRST FLOOR AREA = 1,716 S.F.
LEFT UNIT GARAGE FLOOR AREA = 489 S.F.
LEFT UNIT LOWER LEVEL AREA = 717 S.F.
LEFT UNIT TOTAL AREA = 2,921 S.F.

RIGHT UNIT FIRST FLOOR AREA = 1,675 S.F.
RIGHT UNIT GARAGE FLOOR AREA = 512 S.F.
RIGHT UNIT LOWER LEVEL AREA = 736 S.F.
RIGHT UNIT TOTAL AREA = 2,922 S.F.

TOTAL AREA = 5,843 S.F.

BUILDING NUMBERS 3, 8, 10, 16



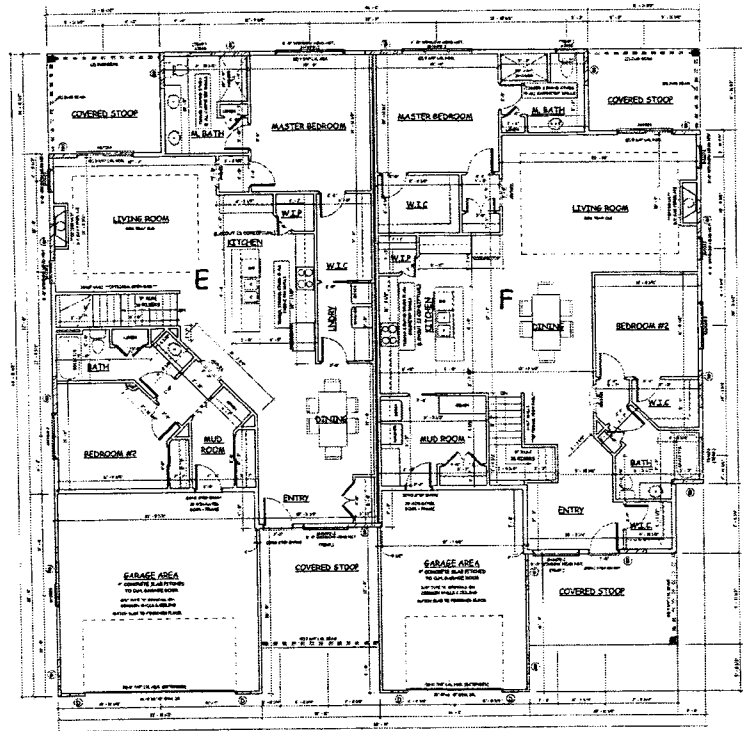
FOUNDATION PLAN

BUILDING PLANS ARE NOT TO SCALE
AND FOR REFERENCE ONLY

REV: 01/31/2025
REV: 01/13/2025
REV: 11/26/2024
DATE 04/8/2024
SHEET 8 OF 9

STONEBROOK ON THE PARK CONDOMINIUM

ALL OF LOT 3 AND LOT 4 OF CSM 9605, AND LOT 3 OF CSM 9418, BEING A PART OF THE NW 1/4 OF THE NE 1/4 AND PART OF THE NE 1/4 OF THE NW 1/4, SECTION 16, T8N, R22E, CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN



FIRST FLOOR PLAN

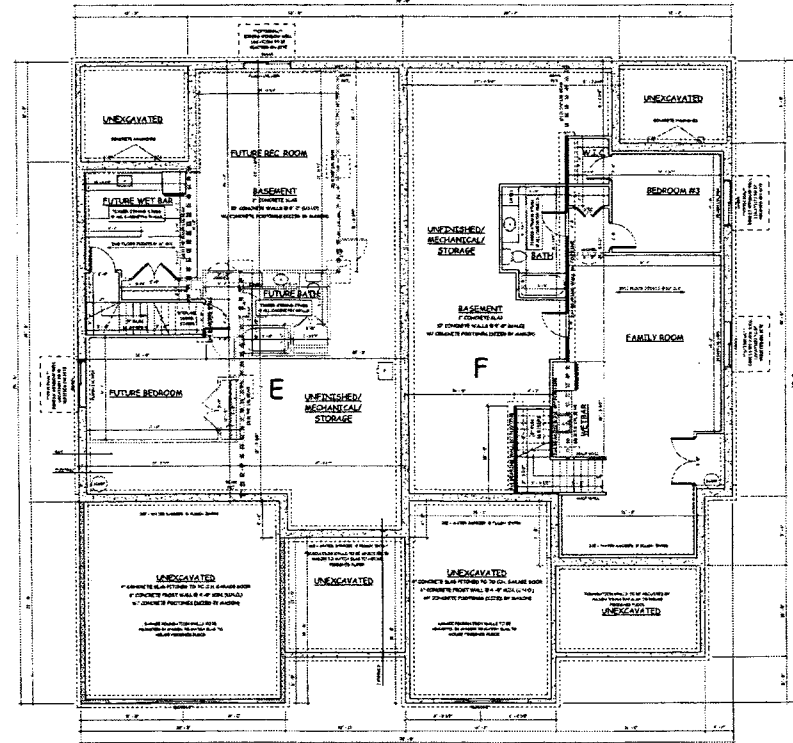


LEFT UNIT FIRST FLOOR AREA = 1,595 S.F.
LEFT UNIT GARAGE FLOOR AREA = 481 S.F.
LEFT UNIT LOWER LEVEL AREA = 877 S.F.
LEFT UNIT TOTAL AREA = 2,954 S.F.

RIGHT UNIT FIRST FLOOR AREA = 1,585 S.F.
RIGHT UNIT GARAGE FLOOR AREA = 484 S.F.
RIGHT UNIT LOWER LEVEL AREA = 733 S.F.
RIGHT UNIT TOTAL AREA = 2,783 S.F.

TOTAL AREA = 5,737 S.F.

BUILDING NUMBERS 2, 5, 12,



FOUNDATION PLAN

BUILDING PLANS ARE NOT TO SCALE
AND FOR REFERENCE ONLY

REV: 01/31/2025
REV: 01/13/2025
REV: 11/26/2024
DATE 04/18/2024
SHEET 9 OF 9

EXHIBIT C

UNIT NUMBERS AND PERCENTAGE INTEREST OF COMMON ELEMENTS

<u>BUILDING</u>	<u>% INTEREST PER UNIT</u>
Building 1 Units 66 & 65	2.778%
Building 2 Units 64 & 63	2.778%
Building 3 Units 62 & 61	2.778%
Building 4 Units 60 & 59	2.778%
Building 5 Units 58 & 57	2.778%
Building 6 Units 56 & 55	2.778%
Building 7 Units 54 & 53	2.778%
Building 8 Units 52 & 51	2.778%
Building 9 Units 50 & 49	2.778%
Building 10 Units 48 & 47	2.778%
Building 11 Units 46 & 45	2.778%
Building 12 Units 44 & 43	2.778%

Building 13 Units 42 & 41	2.778%
Building 14 Units 40 & 39	2.778%
Building 15 Units 38 & 37	2.778%
Building 16 Units 36 & 35	2.778%
Building 17 Units 34 & 33	2.778%
Building 18 Units 32 & 31	2.778%

EXHIBIT D

CONSENT OF MORTGAGE HOLDER

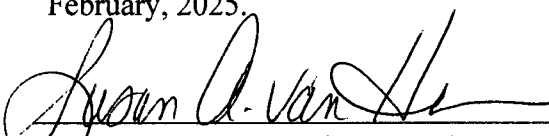
The undersigned, CITIZENS BANK, being the holder of a mortgage on the real estate being subjected to the condominium form of ownership hereunder, hereby consents to the terms and provisions of the above Declaration of Condominium Ownership of Stonebrook on the Park Condominium.

Dated as of the 11th day of February, 2025.

CITIZENS BANK

By: 

Name: Brett A Engelking, Senior Vice President
Subscribed and sworn to before me this 11th day of
February, 2025.



Notary Public State of Wisconsin

My commission Expires: 10-03-2026

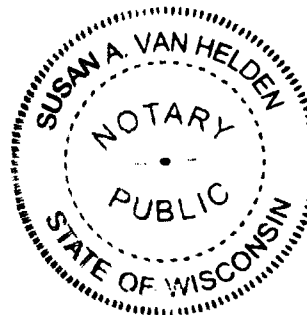


EXHIBIT E

LEGAL DESCRIPTION OF EXPANSION REAL ESTATE

EXPANSION LANDS 1:

PART OF LOT 3 OF CSM 9418, RECORDED IN THE MILWAUKEE COUNTY REGISTER OF DEEDS JUNE 21, 2022, AS DOCUMENT NUMBER 11258441 BEING A PART OF THE NW 1/4 OF THE NE 1/4 AND PART OF THE NE 1/4 OF THE NW 1/4 OF SECTION 16, T5N, R22E, CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN.

COMMENCING AT THE NORTHWEST CORNER OF LOT 3 OF CSM 9418 ALSO BEING THE POINT OF BEGINNING, THENCE N 68°47'42" E, ALONG THE SOUTH RIGHT-OF-WAY OF QUITETWOOD PLACE, 257.65 FEET; THENCE ALONG THE SOUTH RIGHT-OF-WAY OF QUITETWOOD PLACE ALONG, A TANGENT CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 113.36 FEET, A RADIUS OF 300.00 FEET, A DELTA ANGLE OF 21°38'59", AND A CHORD BEARING N 79°37'11" E, 112.68 FEET; THENCE S 16°25'27" E, 98.47 FEET; THENCE S 68°47'42" W, 360.12 FEET TO THE EAST RIGHT-OF-WAY OF QUINCY AVENUE; THENCE N 21°12'18" W, ALONG THE EAST RIGHT-OF-WAY OF QUINCY AVENUE, 119.29 FEET TO THE POINT OF BEGINNING.

DESCRIBED LANDS HAVING AN AREA OF 42,766 SQUARE FEET OR 0.982 ACRES.

EXPANSION LANDS 2:

LOT 3 OF CSM 9605 RECORDED IN THE MILWAUKEE COUNTY REGISTER OF DEEDS OCTOBER 17, 2024, AS DOCUMENT NUMBER 11457746, BEING A PART OF THE NW 1/4 OF THE NE 1/4 AND PART OF THE NE 1/4 OF THE NW 1/4 OF SECTION 16, T5N, R22E, CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN.

DESCRIBED LANDS HAVING AN AREA OF 340,708 SQUARE FEET OR 7.822 ACRES

EXHIBIT F

SITE PLAN OF EXPANSION REAL ESTATE

FOR REPRESENTATIONAL PURPOSES ONLY.

NOT TO BE CONSTRUED AS ACTUAL SIZE.

[See attached]

ALL OF LOT 3 AND LOT 4 OF CSM 9605, AND LOT 3 OF CSM 9418, BEING A PART OF THE NW 1/4 OF THE NE 1/4 AND PART OF THE NE 1/4 OF THE NW 1/4, SECTION 16, T5N, R22E, CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN

I, JOHN D. DOWNING, CERTIFY AND STATE AS FOLLOWS:

1. THAT I AM A duly LICENSED AND PROFESSIONAL LAND SURVEYOR IN THE STATE OF WISCONSIN AND THIS CONDOMINIUM PLAT COMPLY WITH THE PROVISIONS OF CHAPTER 703 AND AS DEVELOPED AND AS FILED

2. THAT SHEET 5-8 SHOW AN ACQUISITION OF THE CONDOMINIUM AS PLANNED ACTUALLY AND AS FILLED WITH THE APPROPRIATE GOVERNMENTAL AND PUBLIC AGENCIES HAVING JURISDICTION OVER THE ISSUANCE OF PERMITS FOR THE CONSTRUCTION OF BUILDINGS, WHEREAS THERE IS NO OTHER RECORD OR INSTRUMENT

3. THAT SHEET 5-9 SHOW THE FLOOR PLANS OF THE RESPECTIVE UNITS ON THE PARK CONDOMINIUM.

4. THAT SHEET 5-9 SHOW THE FLOOR PLANS OF THE RESPECTIVE UNITS AND THAT THE UNIT NUMBERS SHOWN ON SHEET 4 ARE THE UNIT NUMBERS DESIGNATING EACH UNIT.

5. THAT THE PLAT HEREON IS A CORRECT REPRESENTATION OF THE CONDOMINIUM DESCRIBED AND THE IDENTIFICATION AND LOCATION OF EACH UNIT AND THE COMMON ELEMENTS CAN BE DETERMINED FROM THE PLAT.

1/31/25
DATE

W. LINE OF THE NE 1/4
OF SEC 16-5-22
S 00°17'46" W 2651.62'
1451.75'

21'55"
5.76'

89213

12°18' W.

64-092 N 21-12
126-29

[illegible]

6.

417.8

123 THE NEW YORK PUBLIC LIBRARY

PARCEL
OF THE
1'55"

LINE OF
8921

5

1. *Chlorophyll a* (Chl *a*)

.....

S 00°28'41" W 503.25'

THIS INSTRUMENT WAS DRAFTED BY JOHN D. DOWNING, S-2939

NW CORNER
SECTION 16-5-22
CONG. MON. W/ SEWRPC
BRASS CAP FND.
N: 335.43
E: 2.528.0.98
W-SPC 1.16
ZONE NAD (83)

N. LINE OF THE NW 1/4 OF SE

N 1/4 CORNER
SECTION 18-5-22
CONC. MON. W/ SEWRPC
BRASS CAP FND.
E: 335, 470.70
E: 2, 30, 702.22
W-SPC S. ZONE NAD (83)

NOTES:
• SEE SHEET 4 FOR LINE TABLE, CURVE TABLE AND NOTES.

BEARINGS BASED ON GRID NORTH OF THE
WISCONSIN STATE PLANE COORDINATE
SYSTEM, SOUTH ZONE (NAD 83) AND
REFERENCED TO THE NORTH LINE OF THE
NE 1/4 OF SEC. 16-5-22 PUBLISHED BY
SEWRPC AS N8908'48"E.

LEGEND

SECTION CORNER MONUMENT
FOUND 1" IRON PIPE OR NOTED
FOUND 3/4 REBAR" OR NOTED
SET 0.75" O.D. X 18" REBAR
WEIGHING 1.502 LBS/FT.

WETLANDS
FLOODPLAIN
FLOODWAY



REV: 01/31/2025
REV: 01/13/2025
REV: 11/26/2024
DATE 04/8/2024
SHEET 1 OF 9
JOB # 21279