

CC&Rs-Condo Declaration

MEADOWBROOK VILLAGE CONDOMINIUM ASSOCIATION

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DECLARATION OF
MEADOWBROOK VILLAGE CONDOMINIUMS



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MEADOWBROOK VILLAGE CONDOMINIUMS

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**DECLARATION
OF
MEADOWBROOK VILLAGE CONDOMINIUMS**

This Declaration is made as of the 28th day of October, 2004 by Meadowbrook Village, LLC, a Wisconsin limited liability company (hereinafter referred to as the "Declarant").

Declarant hereby declares that it is the sole owner of the real property located in the City of Pewaukee, Waukesha County, Wisconsin, more particularly described in EXHIBIT A, together with all rights appurtenant thereto and with any and all improvements now or subsequently placed thereon and any and all rights appurtenant to such improvements ("Property"). Declarant hereby submits the Property to the Condominium form of ownership as provided in the Wisconsin Condominium Ownership Act. All provisions hereof shall be deemed to run with the land and shall constitute benefits and burdens to Declarant, its successors and assigns, and to all parties hereafter having any interest in the Property. The Property and any and all improvements now or subsequently placed thereon and any and all easement rights and appurtenant rights belonging thereto shall be known and described as the Meadowbrook Village Condominiums with an address of N17 W26535 Meadowgrass Circle, N17 W26541 Meadowgrass Circle, N16W26559 Meadowgrass Circle, N16 W26543 Meadowgrass Circle, N16 W26521 Meadowgrass Circle, N17 W26538 Meadowgrass Circle, and N16 W26532 Meadowgrass Circle, Pewaukee, Wisconsin.

Declarant hereby appoints Fred H. Loeb as the initial Resident Agent, as defined below, whose address is 9941 North River Road, Mequon, Wisconsin 53092.

SECTION I

DEFINITIONS

1.1. Defined Terms. The following terms shall be defined as follows:

(a) "Act" means Chapter 703 of the Wisconsin Statutes and known as the Condominium Ownership Act, as amended from time to time.

(b) "Additional Property" means the real property, and any improvements thereon, described on EXHIBIT B which may be added in whole or in part at any time within ten (10) years of the date of this Declaration to the Condominium in accordance with the provisions of this Declaration and the Act.

(c) "Allocated Interest" means the undivided percentage interest of each Unit, determined as provided in Section 5.1, below, in the Common Elements.

- (d) "Architectural Control Committee" means the committee which the Board of Directors shall establish for the purpose of reviewing and approving any and all exterior alterations, improvements or modifications to the Condominium.
- (e) "Assessments" refers to both General Assessments and Special Assessments and means the amount determined by the Association to be due with respect to a Unit for Common Expenses.
- (f) "Association" means the Meadowbrook Village Condominium Association, a nonstock, nonprofit corporation.
- (g) "Board of Directors" means the governing body of the Association.
- (h) "Building(s)" means any structure containing one or more Units which is situated on the Property.
- (i) "Building Plans" means the plans attached hereto and made a part hereof as EXHIBIT C and any supplemental plans thereto.
- (j) "Bylaws" means the Bylaws of the Association.
- (k) "Common Expenses" means all of the expenses of the Association.
- (l) "Common Elements" refers to both the "General Common Elements" and the "Limited Common Elements", and means all of the Condominium other than the Units.
- (m) "Condominium" means the Meadowbrook Village Condominiums.
- (n) "Condominium Documents" consist of the Articles, Bylaws, Rules and Regulations, Plans, Specifications, Surveys, Executive Summary, Plat Maps, Statutory Reserve Account Statement, Management Agreement, if any, Leases, if any, Expansion Plans, Use Agreement and this Declaration.
- (o) "Condominium Rental Agreement" means an agreement for the rental or lease of a Unit.
- (p) "Declarant" means Meadowbrook Village, LLC.
- (q) "Declaration" means this Declaration of Meadowbrook Village Condominiums.
- (r) "Director" means a member of the Board of Directors of the Association.
- (s) "FNMA" means the Federal National Mortgage Association.

- (t) "Limited Common Elements" means those portions of the Common Elements reserved for the exclusive use of one or more but less than all of the Unit Owners.
- (u) "Managing Agent" means any individual or entity employed by the Association to perform duties and services for the Condominium in accordance with the Act or the Condominium Documents.
- (v) "Majority" means the Condominium Unit Owners with more than 50% of the votes assigned to the Units by the Declaration.
- (w) "Mortgage" means any recorded mortgage or land contract encumbering a Unit.
- (x) "Mortgagee" means the holder of any recorded Mortgage encumbering one or more of the Units or a land contract vendor.
- (y) "Member" means every Unit Owner, who by its status as a Unit Owner is also a Member of the Association.
- (z) "Membership Roster" means the list of all Unit Owners entitled to vote at all general and special meetings.
- (aa) "Plat" means the Plat of Survey, attached hereto as EXHIBIT D, of the Condominium being recorded pursuant to the Act simultaneously with and constituting a part of this Declaration, as the same may be amended from time to time.
- (bb) "Property" means the real property as described on EXHIBIT A, and any amendments thereto. In the event the Condominium is expanded, the term "Property" shall also include portions of the Additional Property described on EXHIBIT B.
- (cc) "Recreational Facility" means a part of the Condominium constructed from time to time pursuant to Section 17 on the Property or Additional Property as a Common Element.
- (dd) "Resident Agent" means the individual appointed by the Declarant, initially, and by the Association, subsequently, to receive service of process for the Association.
- (ee) "Rules and Regulations" means the Rules and Regulations adopted by the Declarant, and as amended from time to time by the Board of Directors.
- (ff) "Special Amendment" means an amendment to this Declaration made pursuant to Section 18.2 of this Declaration.

(gg) "Special Assessment" means any assessment made against the Unit Owner and its Unit which is not a General Assessment and is assessed against a Unit Owner and its Unit for expenses incurred by the Association.

(hh) "Tenant" means a person occupying or entitled to present or future occupancy of a Unit under a Condominium Rental Agreement and a periodic tenant, as defined by Wisconsin Statute Section 704.01(2), of a Unit that pays rent on a month-to-month or greater recurring interval of time.

(ii) "Unit" means a part of the Condominium intended for private use by the Unit Owner.

(jj) "Unit Owner" means any natural person, corporation, partnership, association, trust or other entity capable of holding title to real property, or any combination thereof which holds legal title to a Unit or has equitable ownership to a Unit as a land contract vendee, but does not include any Mortgagee before such Mortgagee takes title to a Unit by foreclosure or process in lieu thereof.

(kk) "Use Agreement" means the agreement dated April 8, 2004, and entered into by Spice Creek Condominium Association, Inc. and Declarant which allows Unit Owners the right to use certain recreational facilities located within Spice Creek Condominium.

SECTION II

ASSOCIATION OF UNIT OWNERS

2.1. Membership, Duties and Obligations. Each Unit Owner shall be a Member of the Association of Unit Owners to be known as the Meadowbrook Village Condominium Association, Inc., which shall be responsible for carrying out the purposes of this Declaration, including the exclusive management and control of the Common Elements. The Association shall be governed by its Board of Directors in accordance with the Bylaws. The Association shall be incorporated as a nonstock, nonprofit corporation under the laws of the State of Wisconsin. Each Unit Owner and the occupants of all Units shall abide by and be subject to all of the duties and obligations of the Act, this Declaration and the Condominium Documents.

2.2. Voting Rights. There shall be one class of voting membership. All Unit Owners shall have one vote for each Unit owned and shall be entitled to cast the vote appurtenant to each Unit owned at all meetings of the Association. If title to a Unit is held by more than one person, then the co-owners of the Unit shall notify, in writing, the Secretary of the Association which individual is entitled to cast the vote on behalf of all co-owners.

2.3. Declarant's Right to Vote. The Declarant shall be entitled to cast the votes pertaining to any Unit owned by Declarant, regardless of whether any such Units are constructed.

2.4. Architectural Control Committee. The purpose of the Architectural Control Committee is to maintain harmony in the appearance of the Condominium. The Architectural

Control Committee shall have the right to approve or disapprove any plan for any improvement, alteration or modification to the exterior portions of the Units and any plan for any improvement, alteration or modification to the Common Elements. The Architectural Control Committee shall not approve any plan of any Unit Owner which negatively affects any other Unit in a material manner. Also, the Architectural Control Committee shall not approve any plan which would add a material amount of additional living space to any Unit and which would also materially increase the size of the Common Elements. The Declarant shall be the sole member of, and shall constitute, the Architectural Control Committee until such time as twenty-five percent (25%) of the Allocated Interest in the Condominium has been conveyed by Declarant, or at such earlier time as may be determined by Declarant in its sole discretion. Thereafter, the Architectural Control Committee shall consist of three (3) individuals who are appointed by the Board of Directors. The length of the term of service of the members of the Architectural Control Committee shall be determined by the Board of Directors.

SECTION III

USE OF CONDOMINIUM

3.1. Use of Common Elements Other Than Limited Common Elements. Each Unit Owner shall have the right to use the Common Elements, except the Limited Common Elements, as may be required for any purpose, including, but not limited to, ingress and egress to and from and the use, occupancy and enjoyment of the Unit owned by such Unit Owner. Such rights shall extend to the Unit Owner, its family members, employees, agents, guests and invitees. The use of the Common Elements and the rights of Unit Owners with respect thereto shall be subject to and governed by the provisions of the Act and the Condominium Documents.

3.2. Use of Limited Common Elements. The portions of the Common Elements designated as Limited Common Elements are reserved for the exclusive use of the Unit or Units which they serve. The rights of use herein reserved shall extend to the Unit Owner whose Unit is benefited thereby, its family members, employees, agents, guests and invitees.

SECTION IV

DESCRIPTION

4.1. Description of Buildings. The approximate location and dimensions of the Buildings in which the Units are located are shown on the Plat and the Building Plans.

4.2. Description of Units. The Condominium shall initially consist of 49 Units. Each Unit shall be identified by a number as indicated on the Plat. The following shall be the boundaries of the Units:

(a) Vertical Boundaries. The vertical boundaries of a Unit shall be the vertical planes of the inner surface of any stone, brick, block or other masonry walls bounding such Unit. If the walls bounding any Unit are not stone, brick, block or other

masonry, such vertical boundaries are the interior surface of the wall or studs which support the dry wall, wood, or plaster perimeter walls bounding any such Unit.

(b) Horizontal Boundaries. The horizontal boundaries of the Unit shall be:

(i) Upper Boundary. The upper boundary of any portion of a Unit which is under another Unit is the horizontal plane of the bottom surface of the floor joist above the highest floor of such Unit. The upper boundary of any portion of a Unit which is not below another Unit is the horizontal plane of the bottom surface of the attic floor joists, if any, above such Unit, or if there are no such attic floor joists, then the bottom surface of the rafters supporting the roof of the Building.

(ii) Lower Boundary. The lower boundary of a Unit which is above another Unit is the horizontal plane of the top surface of the floor joists below the lower most floor of such Unit. The lower boundary of a Unit which is not above another Unit is the top surface of the concrete floor slab below the lower most floor of such Unit.

(c) Additional Items: Each Unit shall include the following, if any:

(i) the air conditioning, heating and hot water systems and equipment, any interior chutes, flues, exhaust fans, ducts, conduits, wires, cables, electrical, security, telephone, television and other communication systems, water, sewer and gas mains and laterals, and all other utility lines and distribution systems, wall safes, medicine cabinets, built-in shelving which lies partially within and partially outside of the designated boundaries of a Unit, and any portions thereof exclusively serving that Unit shall be deemed a part of that Unit, while any portions thereof, serving more than one Unit or any portion of the Common Elements shall be deemed a part of the Common Elements; all interior ceilings, floors, walls and partitions, floor and wall coverings, including those within a screened or enclosed porch, patio or deck; and all fixtures and improvements, including, without limitation, sinks, bathtubs and other plumbing facilities within the Unit.

(ii) all exterior doors (including doors to any patio or deck serving the Unit, the garage door, front and rear entrance door, the entrance foyer, common hallways and staircases immediately adjacent and appurtenant to each Unit which such foyer, common hallway or staircase is used for access and any other entrance door to the Unit) and any and all hardware, including without limitation, door locks, hinges, garage door openers and related mechanical systems, if any associated with such doors; all windows, screens (except screens which are deemed to be part of a Special Unit Feature) and sky lights;

4.3. Limited Common Elements. The Limited Common Elements include:

(a) patios or decks adjacent to a Unit (which are reserved for the exclusive use of the Unit to which each is adjacent);

(b) all footings, foundations, beams, exterior walls, roofs, floors (excluding those described in Section 4.2) and structural supports of Buildings;

(c) the yard areas appurtenant to a Unit, including all parking and driveway areas, sidewalks, pathways, access steps, landings, hallways, walkways and landscaped areas serving a Unit or a number of specific Units; and

(d) any exterior light, mailbox, chimney, dormer or vent or similar appurtenance exclusively serving a Unit or Units whether located within the designated boundary lines of a Unit.

4.4. General Common Elements. The General Common Elements consist of the entire Condominium, except the Units and the Limited Common Elements, and includes, without limitation, the following:

(a) all entrances to the Property, parking areas, roadways, sidewalks, common walkways, pathways, bike paths, and private streets, access steps, landings, hallways, landscaped areas;

(b) all exterior ducts, lines, poles, posts, pipes, wires, cables, conduits and other apparatus relating to water distribution, drainage, electrical, telephone, cable television, master television, security and communication systems, gas, sewer, heating, air conditioning and plumbing systems; and

(c) The Recreational Facility.

4.5. Declarant's Right to Change Plans. Subject to obtaining the appropriate and necessary approvals from the City of Pewaukee, Declarant reserves the right to change the layout, location, dimensions and construction details of the Buildings, Units and Common Elements shown on the Plat and Building Plans which are not yet constructed, provided that such changes shall not substantially alter the nature, value and quality of the Buildings, Units or Common Elements.

SECTION V

ALLOCATED INTERESTS

5.1. Allocated Interest. Every Unit Owner shall own an undivided interest in the Common Elements as a tenant-in-common with all other Unit Owners and every Unit Owner shall have the right to use and occupy the Common Elements for all purposes which do not violate the Act, this Declaration and the Condominium Documents, which rights shall be appurtenant to and run with its Unit. Except as set forth in Sections 5.2, 11 and 13.3, the Allocated Interest in Common Elements shall be determined by dividing one hundred (100) by the number of Units to be included in the Condominium, whether or not constructed and whether

or not any or all of the Additional Property is added to the Condominium. Except as otherwise provided in this Declaration, there shall be no partition of the Common Elements and Limited Common Elements through judicial proceedings or otherwise until this Declaration is terminated and the Property is withdrawn from the terms of the applicable statutes regarding Unit Ownership or Condominium Ownership. There shall be no partition without the prior written approval of the City of Pewaukee. If any Unit shall be owned by two or more co-owners as tenants-in-common or as joint tenants, nothing contained in this Declaration shall be deemed to prohibit a voluntary or judicial partition of that single Unit as between such co-owners.

5.2. Allocated Interest Upon Termination of Expansion. Upon the termination or expiration of Declarant's right to expand the Condominium pursuant to Section XVI of this Declaration, the Allocated Interest shall be determined by dividing one hundred (100) by the number of Units to be included in the Condominium whether or not constructed, but excluding any Units to be located on those portions of the Additional Property which were not added to the Condominium.

SECTION VI

COMMON EXPENSES, ASSESSMENTS AND TAXES

6.1. Common Expenses. The cost of administration of the Association, utilities, insurance, taxes, repair, maintenance and other expenses for the Common Elements, except as otherwise specified in the Condominium Documents shall be considered Common Expenses and paid for by the Association. The Association shall make Assessments against the Unit Owners, as well as the Units themselves, for such Common Expenses in accordance with and in the manner provided in the Bylaws.

The Assessment obligation appurtenant to a Unit shall commence at the time the Unit is conveyed to a person or entity other than the Declarant. Notwithstanding anything stated herein to the contrary, during the period of Declarant control, as set forth in the Bylaws, the Declarant and Units owned by Declarant shall be exempt from Assessments for Common Expenses and Declarant shall not be obligated to pay the share of Common Expenses or Assessments attributable to the Units owned by the Declarant; provided, however, the total amount assessed against Units that are not exempt from Assessments may not exceed the amount that equals non-exempt Units' budgeted share of Common Expenses, based on the anticipated Common Expenses set forth in the annual budget, and the Declarant shall be responsible for the balance of the actual Common Expenses incurred. No Unit Owner may exempt himself or its Unit from liability for its contribution toward the Common Expenses by waiver of the use of enjoyment of any of the General or Limited Common Elements or by the abandonment of its Unit. No conveyance shall relieve the Unit Owner or its Unit of such liability, and the Unit Owner shall be jointly, severally and personally liable along with its grantee in any conveyance for the Common Expenses incurred up to the date of sale until all such expenses charged to its Unit have been paid.

6.2. Payment of Assessments. All Assessments, when due, together with any interest thereon and actual costs of collection, shall immediately become a personal liability of the Unit

Owner and also a lien, until paid, against the Unit to which charged, if a statement of lien is filed within two years after the date the Assessment becomes due. The lien is effective against a Unit at the time the Assessment becomes due regardless of when within the two-year period it is filed. The personal liability for the Assessment shall not pass to a successor in title to the Unit unless the successor agrees to assume the obligation. Any statement of lien shall be filed in the land records of the Clerk of Court of Waukesha County, stating the description of the Unit, the name of the record owners, the amount due and the period for which the Assessment was due. The statement of condominium lien shall be signed and verified by an Officer of the Association as specified in the Bylaws and then shall be filed. On full payment of the Assessment for which the lien is claimed, the Unit Owner shall be entitled to a fileable satisfaction of the lien. If Waukesha County becomes the Owner of a Unit because of a tax delinquency, Section 703.165 of the Wisconsin Statutes controls with respect to Assessments and the enforcement of liens against Waukesha County.

6.3. Assessment for Common Expenses. Assessments shall be made against the Unit Owners and the Units at the beginning of each fiscal year of the Association to meet estimated Common Expenses of the Association for the ensuing year and shall be payable in twelve (12) monthly installments, in advance, on the first day of each month. Special Assessments for expenses incurred by the Association which relate to the Unit, Limited Common Elements or for any reason stated herein shall be made against the Unit Owners and the Units at any time the Board of Directors deems advisable. The Association shall have the authority to modify Assessments during any fiscal year. In the event of delinquency in payment, the Association may, as provided for in the Bylaws, assess penalties and interest, and may accelerate Assessments remaining unpaid with respect to such delinquent Unit for purposes of collection or foreclosure action by the Association.

6.4. Purchaser of Unit. Any purchaser of a Unit is entitled to a statement from the Board of Directors of the Association setting forth the amount of unpaid Assessments against the Seller. The statement shall be supplied to the purchaser within ten (10) days after such a request. The purchaser shall be liable for, and the Unit conveyed shall be subject to, any unpaid Assessment of the Seller in the amount set forth in the statement.

6.5. Enforcement of Lien. The Association shall have the right to enforce any lien for unpaid Assessments, shall have all of the rights and remedies provided for in Section 703.165 of the Act and shall exercise those rights and remedies as the Board of Directors deems appropriate. The amount of any lien claim shall include interest on the unpaid portion of an Assessment and reasonable attorneys' fees.

6.6. Real Estate Taxes. Real estate taxes shall be taxed separately to each Unit Owner for its Unit and its Allocated Interest in the Common Elements. The Declarant shall be responsible for paying all real estate taxes assessed against any Unit which it owns. In the event the Association is assessed for real estate taxes on any Unit, then the Unit Owner who owns the Unit for which the Association is assessed shall pay the real estate taxes.

SECTION VII

EASEMENTS AND ENCROACHMENTS

7.1. Utility Easements. Easements are hereby declared and granted for the benefit of the Declarant, Unit Owners and the Association and reserved for the Declarant, its successors and assigns, and the Association for utility purposes, including without limitation, the right to install, lay, maintain, repair and replace water, sewer and gas mains and laterals, telephone wires and equipment, master television, security and communication system and equipment, and electrical conduits and wires and equipment, over, under and along any part of the Common Elements or a Unit. Notwithstanding the foregoing provisions of this Section VII, unless otherwise approved in writing by the Unit Owner or Unit Owners affected thereby, any such easement through a Unit shall be located either in substantially the same location as such facilities or similar facilities existed at the time of first conveyance of the Unit by the Declarant to a grantee other than the Declarant, or so as not to materially interfere with the use, occupancy or value of the Unit.

7.2. Declarant's Easements. Notwithstanding anything to the contrary in this Declaration or any of the Condominium Documents, Declarant reserves a perpetual, alienable and non-exclusive easement for itself and its duly authorized agents, representatives, and employees, over portions of the Common Elements, including private roadways, drives and pathways, and any Units owned by Declarant for pedestrian and vehicular ingress and egress into and from any and all portions of the Condominium and the Additional Property and for construction or renovation on the Property or the Additional Property or related purposes including: storing tools, machinery, equipment, building materials, appliances, supplies and fixtures; maintaining and correcting drainage of surface, roof or storm water; cutting any trees, bushes, or shrubbery; grading the soil and for ingress and egress to any and all outlots, or taking any other action reasonably necessary. In the event the Declarant exercises its rights under this Section, the Declarant shall, upon completion of the construction, promptly restore the affected property as closely as possible to the condition it was in prior to the construction. Each Unit Owner hereby acknowledges that the activities of the Declarant may temporarily impair the view and cause inconveniences to the Unit Owners.

7.3. Easement to Facilitate Sales. The Declarant reserves the right to use any Units owned or leased by the Declarant as models, management offices, sales offices (for this and other projects) or customer service offices. The Declarant reserves the right to relocate the same from time to time within the Property; upon relocation, the furnishings thereof may be removed. The Declarant further reserves the right to maintain on the Property such advertising signs as may comply with applicable governmental regulations, which may be placed in any location on the Property and may be relocated or removed, all at the sole discretion of the Declarant. The Declarant shall have the right to restrict the use of certain Common Element parking spaces for sales purposes and to use such spaces for sales purposes. Further, the Declarant shall have the right to erect, maintain, relocate and remove temporary offices on the Property. The reservation of this easement to facilitate sales also applies to the Additional Property. This easement shall continue until the Declarant has sold all the Units it owns.

7.4. Support Easement. Each Unit shall have an easement for structural support over every other Unit in the Building in which it is located and in the Common Elements, and each Unit and the Common Elements shall be subject to an easement for structural support in favor of every other Unit in the Building in which it is located and the Common Elements.

7.5. Common Elements Easement. The Common Elements are hereby made subject to the following easements in favor of the Units benefited:

(a) for the installation, repair, maintenance, use, removal and/or replacement of air conditioning, heating and hot water systems and equipment, any chutes, flues, exhaust fans, ducts, conduits, wires, cables, electrical, security, telephone, television and other communication systems, water, sewer and gas mains and laterals, and all other utility lines and distribution systems, to the extent any such system or that portion of a system serves a particular Unit or is necessary for service to a Unit;

(b) for the installation, repair, maintenance, use, removal and/or replacement of lighting fixtures, electrical receptacles, panel boards and other electrical installations which are a part of or serve any Unit but which encroach into a part of a Common Element adjacent to such Unit; provided that the installation, repair, maintenance, use, removal or replacement of any such item does not unreasonably interfere with the common use of any part of the Common Elements, adversely affect either the thermal or acoustical character of the Building or impair or structurally weaken the Building; or

(c) for the maintenance of the encroachment of any lighting devices, outlets, medicine cabinets, shelving, wall safes, exhaust fans, ventilation ducts, registers, grilles and similar fixtures which serve only one Unit but which encroach into any part of any Common Elements.

7.6. Unit Owner's Grant of Easement. By acceptance of a deed of conveyance, each Unit Owner thereby grants a right of access to its Unit, including without limitation the right of access provided by Section 703.32 of the Act, to the Board of Directors or the Managing Agent, their respective agents and employees, for the purpose of exercising their respective powers and responsibilities, including, without limitation, making inspections, correcting any condition originating in a Unit and threatening another Unit or the Common Elements, performing installations, alterations or repairs to the mechanical or electrical services or the Common Elements in a Unit or elsewhere in the Condominium, or to correct any condition which violates the provisions of this Declaration and any of the Condominium Documents; provided, that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Unit Owner. Notwithstanding the foregoing, in case of an emergency, such right of entry shall be immediate and without notice, whether the Unit Owner is present at the time. Any exercise of the rights herein conferred to the extent practicable shall be in a manner so as not to interfere unreasonably with the use of a Unit.

7.7. Access Easements. The Declarant, its successors, assigns, employees and agents and for any person or entity at any time owning or occupying any portion of the Additional Property and their guests and invitees, hereby reserves a perpetual and non-exclusive easement

on, over and through any and all common walkways and pathways, and private roadways or drives at any time a part of the Condominium for pedestrian and vehicular ingress and egress into and from any and all portions of the Condominium, and for purposes of constructing walkways, pathways, roadways, drives, or any other similar form of ingress or egress; and on, over and through any portion of the Condominium, except portions occupied by structural improvements. In the exercise of any rights hereunder, there shall be no unreasonable interference with the use of any Unit, the Common Elements or the Additional Property for the purposes for which each is reasonably intended.

7.8. Binding Effect. All easements and rights described herein are granted and reserved to, and shall inure to the benefit of and be binding on the undersigned, their successors and assigns, and on all Unit Owners, purchasers and Mortgagees and their heirs, executors, administrators, successors and assigns. The Association and the Declarant shall have the authority to execute all documents necessary to carry out the intent of this Section.

7.9. Encroachments. In the event that by reason of construction, reconstruction, settlement or shifting of any Building, or the design or construction of any Unit, any part of the Common Elements shall at any time encroach upon any part of any Unit, or any part of any Unit shall at any time encroach upon any part of the Common Elements or any Unit shall at any time encroach upon part of any other Unit, an easement for the continuation and maintenance of such encroachment is hereby established and shall exist for the benefit of such encroaching Unit or Common Element so long as all or any part of the Building containing such Unit, or Common Element shall remain standing; provided, however, that in no event shall an easement for any encroachment be created in favor of the owner of any Unit if such encroachment occurred due to willful and knowing conduct of said owner.

7.10. Title Exceptions. The Condominium is subject to title exceptions as may be listed on a current title search of the Property. Additional title exceptions may be added in the future.

SECTION VIII

MORTGAGE

8.1. Separate Mortgages of Units. No Unit Owner shall have the right or authority to Mortgage or otherwise encumber the Property or any part thereof; provided, however, that each Unit Owner shall have the right to Mortgage or encumber its own Unit.

8.2. Mortgagees. When a Mortgage is delivered by a Unit Owner to the Mortgagee, the Unit Owner shall simultaneously notify, in writing, the Secretary of the Association of the name and address of such Mortgagee. Upon receipt of such notice, the Secretary of the Association shall notify the insurer of the Mortgagee's name and address.

8.3. Roster of Mortgagees. The Board of Directors shall maintain a roster of Mortgagees from information received by the Unit Owners and Mortgagees. The roster shall state the name and address of each Mortgagee. Each Mortgagee shall advise the Association as

to the priority of its lien on the Unit. The Board of Directors shall not be responsible for the accuracy of such roster nor for monitoring the mortgage activities of Unit Owners.

8.4. Liens. The liens for Assessments created under the Act or pursuant to the Declaration or the Bylaws upon the Unit shall be subject and subordinate to and shall not affect liens for general and special taxes, all unpaid sums on a first Mortgage recorded prior to the making of the Assessment, mechanic's liens filed prior to the making of the Assessment and all unpaid sums on any loan made by the Veterans Administration under Section 45.80 of the Wisconsin Statutes.

8.5. Mortgagee in Possession. A Mortgagee of any Unit who comes into possession of the Unit pursuant to the remedies provided in the Mortgage shall take the Unit free of any claims for unpaid Assessments or charges against the Unit which accrued prior to the time such Mortgagee comes into possession of the Unit.

8.6. Rights of Mortgagees. Each Mortgagee, its agent or representative, upon written request to the Board of Directors, and the payment of the then application fee to the Association's management agent, if any, for time and expenses incurred in complying with the Mortgagee's request, shall be entitled thereafter to the following:

- (a) notice of any default by the mortgagor of such Unit in the performance of such mortgagor's obligations under this Declaration or any of the Condominium Documents which is not cured within thirty (30) days.
- (b) copies of budgets, notice of any Assessments, or any other notices or statements provided under this Declaration by the Board of Directors to the Unit Owner;
- (c) copies of any financial statements of the Association which are distributed to the Unit Owners;
- (d) copies of notices of meetings of the Unit Owners and the right to be represented at any such meetings by a designated representative;
- (e) notice of damage in excess of \$5,000.00 to or destruction of any Unit subject to the Mortgage or any damage to the Common Elements in excess of \$10,000.00;
- (f) notice of any pending or threatened condemnation or eminent domain proceedings with respect to any part of the Property;
- (g) a notice that payment of the premium is more than ten (10) days late and notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association or any entity responsible for managing the Condominium within sixty (60) days prior to any such lapse, cancellation or material modification;

- (h) notice of any decision by the Board of Directors to terminate any management of the Property;
- (i) notice of any proposed action which would require the consent of Mortgagees pursuant to the Act;
- (j) the right to examine the books and records of the Association at any reasonable time and to audit the same at its sole cost;
- (k) notice of any Assessment or any other charges levied by the Association which is more than sixty (60) days past due;
- (l) notice of any judgment which is rendered against the Association; and
- (m) the right to cure a default in the payment of any Assessment.

Unless otherwise stated, the above notices shall be provided to the Mortgagee within a reasonable time after the occurrence of the event which requires a notice to be given by the Association.

8.7. Restrictions on Actions of Association. The Association may not take any of the following actions:

- (i) encumber the Common Elements; or
- (ii) assign the future income of the Association, including its right to receive any Assessments.

No provision contained herein shall be deemed to limit the Association's power to grant any easements over the Common Elements.

8.8. Application and Effect. The provisions of this Section 8 shall supersede any inconsistent provision or provisions of this Declaration, the Bylaws or the Rules and Regulations; provided, however, that said provisions shall not be deemed to limit or expand the following:

- (a) the right granted to the Declarant to subdivide or relocate the boundaries of Units;
- (b) the rights of any Unit Owner and its Mortgagee with respect to matters solely affecting such Unit and/or Mortgage; and/or
- (c) the exercise or termination of the right of the Declarant to expand the Condominium pursuant to this Declaration, which exercise or termination shall not require the consent of any Unit Owner or Mortgagee.

8.9. Amendment to Declaration. No amendment to this Declaration shall affect the rights of a Mortgagee whose interest was recorded prior to the recordation of any such amendment, unless Mortgagee consents to the amendment.

8.10. Priority of First Mortgagees. Except as otherwise provided by the Act, no provision of this Declaration or the Condominium Documents shall be construed to grant to any Unit Owner or any other party any priority over any rights of holders of first Mortgages pursuant to their first Mortgages in case of the distribution to Unit Owners of insurance proceeds or condemnation awards for losses to or a taking of Units and/or the Common Elements or any portions thereof.

SECTION IX

BOUNDARY RELOCATION AND SUBDIVISION OF UNITS

9.1. Relocation of Unit Boundaries. Subject to obtaining all appropriate and necessary approvals from the City of Pewaukee, if required by the municipality, any two or more Unit Owners may agree to relocate the boundaries of their Units and any yard areas appurtenant to their Units if:

(a) the structural integrity and value of the Building, Common Elements or the Unit are not adversely affected;

(b) the affected Unit Owners submit a written proposal to an Officer of the Association which proposal includes:

(i) the written consent of the affected Unit Owner's Mortgagees;

(ii) plats and plans, reflecting the altered boundaries and the dimensions thereof between adjoining Units and the Units' identifying number or letter (such plats and plans shall be certified as to their accuracy in compliance with 703.13 of the Act by a civil engineer, architect or licensed land surveyor);

(iii) drafts of the proposed amendment to the Declaration necessary to accomplish such relocation;

(iv) deeds of conveyance, transfer returns and other documents necessary to accomplish such relocation; and

(v) any reallocation of the votes appertaining to the Units affected by the relocation of any boundaries.

(c) Within thirty (30) days after the Association receives all of the items required by Section 9.1(b), the Association shall provide written notice to all Unit Owners of the request to relocate the Unit boundaries.

(d) Within thirty (30) days after the Association receives all of the items required by Section 9.1(b), provides notice to all other Unit Owners as required by Section 9.1(c), and the Board of Directors has approved the relocation of the Unit boundaries, the Association shall submit the proposed amendment to this Declaration to the affected Unit Owners and their Mortgagees who shall execute the Amendment upon the request of the Board of Directors;

(e) The amendment to this Declaration shall:

(i) reflect the relocation and renumbering of any Units or Unit yard areas;

(ii) contain words of conveyance;

(iii) state a reasonable reallocation, as determined by the affected Unit Owners, of the Allocated Interest;

(iv) state a reasonable reallocation, as determined by the Board of Directors, of the liability for future Common Expenses appurtenant to the new Units; and

(v) comply with any other requirements of the Act.

(f) If the proposed amendment to this Declaration is duly approved, the Association shall cause such amendment and related documents to be recorded; and

(g) All expenses relating to the matters referred to in this Section 9.1, including all expenses incurred by the Association, shall be paid by the affected Unit Owners as a condition precedent to the amendment to this Declaration and the recording of related documents.

The relocation of the boundaries shall be effective as of the date the amended Declaration and Plat are recorded.

9.2. Liens on Work and Indemnification. All work in connection with a relocation of Unit boundaries of a Unit shall be completed in a good and workmanlike manner, free from all liens. The Unit Owner(s) who initiate or whose actual boundaries are relocated shall indemnify and hold harmless the other Unit Owners, the Board, the Declarant and the Association from and against all claims of third parties for personal injury or property damage from work performed in connection with any relocation. The Board of Directors shall have the authority to assess a Special Assessment against any Unit for any cost incurred by the Association as a result of nonpayment of relocation cost by the Unit Owner.

SECTION X

MAINTENANCE, ALTERATION AND IMPROVEMENT OF CONDOMINIUM

10.1. Duties of Owners and Association. The Association and Unit Owners are responsible for the maintenance and repair of various portions of the Condominium. A description of the obligations of the responsible party and the portions of the Condominium for which they are responsible are set forth in the Bylaws.

10.2. Chart of Maintenance Responsibilities. A chart summarizing the maintenance responsibilities of the Association and Unit Owners is attached to the Bylaws.

SECTION XI

REPAIR OR RECONSTRUCTION

11.1. Repair or Reconstruction of Condominium. In the event the Common Elements are destroyed or damaged in part or in total, the Association shall within ninety (90) days from the date of the destruction or damage commence repair or reconstruction to the destruction or damage; provided, that the Association receives sufficient insurance proceeds to repair or reconstruct the destruction or damage. If the Common Elements are damaged to an extent that the amount of damage exceeds One Hundred percent (100%) of the available insurance proceeds, then the Condominium shall be subject to an action for partition upon obtaining the written consent of the Unit Owners, within ninety (90) days after the date of destruction or damage, holding eighty percent (80%) or more of the votes in the Association. All Unit Owners whose Unit is subject to a Mortgage shall first obtain its Mortgagee's written consent to the Unit Owner's intended vote. In the event the damage exceeds the available insurance proceeds and eighty percent (80%) or more of the Unit Owners do not vote in favor of partition, the Common Elements shall be reconstructed or repaired by the Association and all the repairs or reconstruction cost in excess of insurance proceeds shall be a Common Expense. The designs, plans and specifications of the reconstruction or repair may vary from the original construction upon approval of the Association. In the event of partition, the net proceeds of sale together with any net proceeds of insurance obtained by the Association shall be considered as one fund and shall be divided among all Unit Owners in proportion to their Allocated Interests and shall be distributed in accordance with the priority of interest in each Unit. Any Mortgagee may require that the net proceeds of any insurance payments, payable to the Unit Owner who granted the Mortgage its Mortgage, be paid directly to a trustee designated by the Mortgagee.

11.2. Eminent Domain. In the event of the taking of all or part of the Property under the power of eminent domain, any damages shall be awarded as provided in Section 703.19(3) of the Wisconsin Statutes.

(a) Taking of Common Elements. Following the taking of all or a part of the Common Elements, the Association shall promptly undertake to restore the affected Common Elements to a condition compatible with the balance of the Property. Any costs of reconstruction in excess of the condemnation award shall be a Common Expense

payable by the Unit Owners in proportion to their Allocated Interest. However, if the value of the taking exceeds the value of the remaining Common Elements to the extent that, in the judgment of the Association, reconstruction or restoration is not practical, the Condominium shall be subject to an action for partition upon obtaining the written consent of the Unit Owners having eighty percent (80%) or more of the vote in the Association. All Unit Owners whose Unit is subject to a Mortgage shall first obtain its Mortgagee's written consent to the Unit Owner's intended vote. In the case of partition, the net proceeds of sale, together with any net proceeds of the award of taking, shall be considered as one fund and shall be divided among all Unit Owners in proportion to their Allocated Interests and shall be distributed in accordance with the priority of interests in each Unit. Any Mortgagee may require that the net proceeds of the award from any taking, payable to the Unit Owner who granted the Mortgagee its Mortgage, be paid directly to a trustee designated by the Mortgagee.

(b) Taking of Unit. Following a taking of all or substantially all of one or more Units, such that the restoration or reconstruction of the Unit or Units is not practical, the affected Unit Owners and their Mortgagees, if any, as their respective interests may appear, shall be entitled to receive the full amount of the award for the taking of their Units. The affected Unit Owners shall thereupon release and relinquish any and all interests in their Units, the Condominium Property, and the Common Elements of the Condominium. The remaining Unit Owners shall thereafter file an amendment to this Declaration which would change the description of Property and improvements subject to the Declaration and the portion of the property designated as Units and Common Elements and change the Allocated Interest appurtenant to each Unit.

(c) Taking of a Portion of a Unit. In the event that a portion of any Unit is taken and the Unit is repaired or reconstructed, the Allocated Interests and vote appurtenant to such Unit shall remain unchanged.

11.3. Association as Designated Agent. Unless a Unit Owner objects to the Association acting as the agent for the Unit Owner pursuant to Section 703.195 of the Act, the Association shall act as the designated agent and/or attorney-in-fact for each Unit Owner and their Mortgagees for the purpose of representing, negotiating and settling any proceeds or awards to be made to the Association or any Unit Owner on account of any casualty damage to the Condominium or eminent domain proceedings which involve the Condominium.

11.4. Allocated Interest. In this Section 11, Allocated Interest shall be determined by dividing one hundred (100) by the number of Units to be included in the Condominium, whether or not constructed, but excluding any Units to be located on Additional Property not then added to the Condominium.

SECTION XII

RESTRICTIONS ON USE, OCCUPANCY AND TRANSFER

12.1. Limitations. Each Unit Owner, its agents, representatives, guests and invitees shall be subject to the restrictions set forth in this Declaration and the Condominium Documents, as amended from time to time, including, without limitation, that the Buildings and Units are intended for and restricted exclusively to residential uses; provided, however, that the Declarant reserves the right to use various Units as a sample, model or sales office or management office for the Condominium.

12.2. Declarant's Right to Transfer. The Declarant shall have the right to transfer the Units by deed, land contract or by such other means of conveyance as it may choose, and in the event Declarant shall be required to foreclose or otherwise recover possession of any Unit, Declarant shall be free to dispose of any such Unit by any means the Declarant chooses. This Section may not be amended or repealed by the Association.

12.3. Unit Owner's Restrictions on Leasing. The Declarant may lease a Unit on such terms and conditions as it desires in its sole discretion. A Unit Owner other than the Declarant may lease its Unit if the Unit Owner complies with the restrictions on leasing as stated in the Rules and Regulations, Section 703.315 of the Act, and the following requirements:

(a) No rooms in any Unit may be rented and no transient tenants may be accommodated.

(b) Within five (5) business days after entering into or renewing a written Condominium Rental Agreement, the Unit Owner shall provide a copy of the Condominium Rental Agreement to the Association.

(c) Before a Tenant occupies a Unit, the Unit Owner shall provide a copy of the Declaration, Bylaws and Rules and Regulations to the Tenant or place the information in the Unit.

(d) The Tenant agrees to comply with the Act, Declaration, Bylaws and Rules and Regulations.

The Association shall keep a copy of any Condominium Rental Agreement on file while the agreement is in effect. The Association may contact or give notice to the Tenant or Unit Owner by:

(a) Making the contact or giving the notice by the means indicated by the tenant or Unit Owner in writing to the Association;

(b) If subparagraph (a) above does not apply, then by any method set forth under Wisconsin Statute Section 704.21(1)(a) to (e), in the case of the Tenant, or by any method set forth under Wisconsin Statute Section 704.21(2)(a) to (d), in the case of the Unit Owner.

Notwithstanding a Unit Owner's compliance with the requirements of this Section 12.3, the Unit Owner shall be responsible for all acts of its Tenant and no provision in the Condominium Documents shall be construed to relieve a Unit Owner from liability or responsibility for the Tenant's non-compliance with the Condominium Documents. Each Unit Owner is responsible for its Tenant's compliance with the Condominium Documents. Further, the Association may, but is not obligated to, enforce any Condominium Rental Agreement including, but not limited to, evicting Tenants for non-compliance with the Condominium Documents.

12.4. Unit Owner's Use of Unit as an Office. A Unit Owner may operate an office out of its Unit if the Unit Owner does not: (a) erect or maintain any type of a sign, billboard or any form of advertising material which will be visible from any of the Common Elements; (b) conduct a retail business out of its Unit by which a sale is actually consummated in the Unit; (c) allow customers or clients to enter the Condominium or its Unit for the purpose of conducting business; (d) conduct any type of business which will unreasonably burden any of the utility facilities which service the Condominium; (e) conduct any type of business which would cause any insurance policy carried by or paid for by the Association or any other Unit Owner to be cancelled or any premiums under such policies to be increased; (f) conduct any type of business which is prohibited by any federal, state, county or local law, ordinance or regulation; and (g) conduct any type of activity which would be reasonably considered offensive or obnoxious to any other Unit Owner.

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

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

(b) such Unit Owner shall keep the Board of Directors advised as to the status of such proceedings;

(c) noncompliance shall not create a dangerous condition or constitute a crime or an offense punishable by fine or imprisonment;

(d) no part of any Building of which the Unit involved is a part shall be subject to being condemned or vacated by reason of noncompliance or otherwise by reason of such contest; and

(e) such Unit Owner shall, if required by the Association, post a bond to ensure compliance with its obligations hereunder.

The Association may also contest any legal requirements and the costs and expenses thereof shall be a Common Expense.

SECTION XIII

INSURANCE

13.1. Insurance. The Association shall maintain fire and broad form extended coverage insurance on the Buildings and the Common Elements, including, but not limited to any fixtures owned by the Association and the Unit Owners (but excluding the personal property of the Unit Owner), in an amount not less than the replacement value of the Buildings and the Common Elements from time to time, including endorsements for automatic changes in insurance coverage as fluctuating values may warrant, contingency endorsements covering nonconforming use and a Special Condominium Endorsement. To the extent reasonably possible, the insurance shall provide (i) that the insurer waives its rights of subrogation as to any claim against Unit Owners, the Association, the Board of Directors and their respective servants and agents, and (ii) that the insurance cannot be cancelled, invalidated or suspended on account of the conduct of any one or more Unit Owners, or the Association, or their servants, agents and guests, without sixty (60) days' prior written notice to the Association and which notice gives the Association an opportunity to cure the defect within that time. All required insurance shall be issued by an insurance company with a minimum of a B general policyholder's rating and of a class III financial size category in the Best's Key Rating Guide. The amount of protection and the types of hazards to be covered shall be reviewed by the Association at least semi-annually and the amount of coverage may be increased or decreased at any time it is deemed necessary by the Association to conform to the requirements of replacement value insurance. Any Mortgagee may receive an insurance certificate upon ten (10) days prior written notice. The insurance shall be obtained in the name of the Association as trustee for each of the Unit Owners and their respective Mortgagees.

13.2. Premiums and Deductibles. If the Association determines that it is economically feasible to procure insurance coverage from a company which will allocate insurance expenses to each Unit individually, then each Unit Owner shall pay to the Association the amount of the insurance expense allocated to its Unit. If the Association determines that it is not economically feasible to procure insurance with a company which will allocate the cost of the insurance to each Unit individually, then each Unit Owner's proportionate share of insurance expenses shall be determined by comparing the value and risks of any particular Unit Owner's Unit and Limited

Common Elements which appertain to its Unit to the value and risks of all Units and Limited Common Elements. If the Association determines that it is economically feasible to obtain insurance with a company which will allocate the deductible to each Unit and Common Element damaged, then the deductible portion of the insurance expense which relates to a particular Unit and/or Limited Common Element shall be paid by the Unit Owner(s) whose Unit(s) or Limited Common Element(s) have been damaged and the Association shall pay the deductible which relates to that portion of the General Common Elements damaged. If the Association determines that it is not economically feasible to obtain insurance with a company which will allocate the deductible to each Unit and Common Element damaged, then: (i) that portion of the deductible allocated to the General Common Elements which were damaged and payable as a Common Expense shall be determined by dividing the value of the loss to the General Common Elements by the value of the total loss for the particular occurrence multiplied by the amount of the deductible; and (ii) that portion of the deductible allocated as an expense to a Unit shall be determined by dividing the value of the loss to the Unit and the Limited Common Elements which appertain to that Unit by the value of the total loss multiplied by the amount of the deductible. The Association shall have the right to assess a Special Assessment against any Unit Owner, and its Unit, for any portion of a premium or deductible which is payable by the Unit Owner. The portion of the deductible for any insurance policy which is treated as a Common Expense may not exceed the lesser of Ten Thousand Dollars (\$10,000.00) or one percent (1%) of the policy face amount.

13.3. Proceeds of Insurance. In the event of partial or total destruction of the Buildings and/or Common Elements and it is determined to repair or reconstruct the Buildings and/or Common Elements, the proceeds of such insurance shall be paid to the Association as trustee to be applied to the cost of repairing and reconstructing the particular Building(s) and/or Common Element(s) which were damaged. If it is determined not to reconstruct or repair any particular Building and/or Common Element, then the proceeds shall be distributed together with the net proceeds of any sale to the Unit Owners and their Mortgagees, if any, as their respective interests in the damaged Building and/or Common Element may appear. In this Section 13.3, Allocated Interest shall be determined by dividing one hundred (100) by the number of Units to be included in the Condominium, whether or not constructed, but excluding any Units to be located on Additional Property not then added to the Condominium

13.4. Combined Protection Insurance. If insurance coverage is available to combine protection for the Association and the Unit Owner's individual personal property located on or about the Unit, the Association shall have discretionary power to negotiate such combination of insurance protection on an equitable cost-sharing basis under which the Unit Owner would be assessed individually for the amount of insurance the Association includes in such policies for the Unit Owner's additional protection. Copies of all such policies shall be provided to each Mortgagee. Individual Unit Owners shall have the option to refuse participation in such combined insurance only by written notice to the Association within twenty (20) days of receipt of correspondence from the Association that such combined insurance is available. Nothing contained in this paragraph shall be deemed to prohibit any Unit Owner, at its own expense, from obtaining additional insurance coverage on its Unit.

13.5. Public Liability Insurance. The Association shall provide public liability insurance covering the Common Elements in such amounts as may be determined at the discretion of the Board of Directors from time to time; provided, however, the amount of coverage shall not be less than One Million Dollars (\$1,000,000.00) per single occurrence. The insurance coverage shall preclude the insurer's denial of a Unit Owner's claim because of the negligent acts of the Association or any Unit Owner. The Association may also provide workmen's compensation insurance, directors' and officers' liability insurance in such amounts as are determined by the Board of Directors to be necessary from time to time.

13.6. Fidelity Bonds. The Association shall provide a blanket fidelity bond for anyone who either handles or is responsible for funds held or administered by the Association. The bond shall name the Association as obligee and shall cover the maximum funds that will be in the custody of the Association. In no event shall the face value of the bond be for an amount less than the sum of two (2) months' Assessment plus any reserve funds held by the Association. The bond shall include a provision that calls for ten (10) days' written notice to the Association, the Unit Owner and any Mortgagee before the bond can be cancelled or substantially modified. Any management agent that handles funds for the Association shall carry a fidelity bond with the same coverage as stated above.

13.7. Separate Insurance. Each Unit Owner shall be responsible for obtaining liability insurance for its own Unit and casualty insurance for its personal property. In the event any Unit Owner fails to maintain such insurance and such Unit Owner causes damages, whether negligently or otherwise, to any portion of the Condominium, for which damages the Association incurs expenses in repairing, then the Unit Owner shall be responsible for promptly reimbursing such expenses to the Association. The Association may specially assess the Unit Owner for such expenses and if such assessments remain unpaid when due, the Association may file a lien against the Unit Owner's Unit pursuant to the Act.

SECTION XIV

PROHIBITION ON PARTITION OF COMMON ELEMENTS

14.1. Partition of Common Elements. The percentage of the undivided interest in the Common Elements shall not be separated from the Unit to which it appertains. No Unit Owner shall execute any deed, mortgage, or other instrument affecting title to such Unit ownership without including therein both its interest in the Unit and its corresponding Allocated Interest in the Common Elements, it being the intention hereof to prevent any severance of such combined ownership.

SECTION XV

DISCLAIMER OF LIABILITY OF ASSOCIATION

15.1. Disclaimer. Notwithstanding anything contained herein or in the Condominium Documents, the Association shall not be liable or responsible for, or in any manner a guarantor or insurer of, the health, safety or welfare of any Unit Owner, occupant or user of any portion of

the Property including, invitees, agents, servants, contractors or subcontractors or for any property of any such persons. Without limiting the generality of the foregoing, each Unit Owner and each other person having an interest in or lien upon, or making a use of, any portion of the Property shall be bound by this Section and shall be deemed to have automatically waived any and all rights, claims, demands and causes of action against the Association arising from or connected with any matter for which the liability of the Association has been disclaimed in this Article.

15.2. Parking Areas. Each Unit Owner shall be responsible for its personal property located in the parking areas or Limited Common Elements. Notwithstanding anything to the contrary contained in this Declaration, neither the Board of Directors, the Association, any Unit Owner nor the Declarant shall be (i) considered a bailee of any personal property of a Unit Owner stored in the Common Elements (including without limitation, property located in vehicles parked in the parking areas), whether exclusive possession of any particular area shall be given to any Unit Owner for parking purposes, or (ii) responsible for the security of such personal property or for any loss or damage thereto.

SECTION XVI

EXPANSION AND CONTRACTION OF CONDOMINIUM

16.1. Option to Expand and Contract. Subject to obtaining all appropriate and necessary approvals from the City of Pewaukee, if required by the municipality, which approval is not given by the mere approval of this Declaration, the Declarant, its successors and assigns, for a period of ten (10) years from the date of the recording of this Declaration, hereby expressly reserves an option to expand the Condominium and the Property in compliance with Section 703.26 of the Act without the consent of any Unit Owner or Mortgagee. Declarant shall be under no obligation to and makes no representations that it will expand or construct any part or all of the Condominium. Declarant further reserves the right to unilaterally, without further consent of any Unit Owner or mortgagee, or add and subsequently withdraw, all or any portion of the Additional Property so long as the Unit(s) in the Additional Property have not been conveyed by Declarant. The option to expand and contract is also subject to the following:

(a) The Declarant expressly reserves the unqualified right to add all or any portion(s) of the Additional Property, to add and subsequently subtract all or any portion(s) of the Additional Property if not previously conveyed by Declarant, to add additional Units, to add and subsequently subtract additional Units if not previously conveyed by Declarant, or to do any or all of the foregoing at any time or from time to time at different times within the aforesaid ten (10) year period. The total area of Additional Property added to the Condominium shall not exceed the total area of the Additional Property as described in the Plat of Survey attached hereto and made a part hereof as EXHIBIT B. The total area of the Condominium after expansion and contraction shall not be less than the total area of the original Property.

(b) The maximum number of Units to be constructed on the Property and Additional Property will not exceed 266.

(c) If Declarant desires to exercise its right to expand or contract, then Declarant shall execute and record a supplemental declaration, which shall describe the Additional Property to be added to or subtracted from the Condominium, the number of Units to be added or subtracted, a description of the Units and any Common Elements to be added or subtracted, the Allocated Interest of each Unit, and any complimentary additions, subtractions and modifications to the Declaration as may be necessary and desirable to reflect the different character, if applicable, of the Additional Property being submitted to or subtracted from the Declaration, including a provision for added or subtracted easements, or to reflect any adjustment to the Common Expenses in connection with the Condominium as expanded or contracted.

(d) The Declarant has the sole right to determine the location, size, quality and other similar features of the Additional Property, including, without limitation, the Limited Common Elements, the General Common Elements and the Units. The Additional Property if added to the Condominium shall be subject to the same use restrictions contained herein, so long as it is a part of the Condominium.

(e) 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," "Common Expenses" and all other terms which refer to the Condominium automatically shall refer to the Condominium as expanded.

(f) In the event the Condominium is expanded, the Allocated Interests shall be adjusted as set forth herein and the Common Expenses, Assessment and other similar expenses assessed by this Declaration and any other Condominium Document shall be adjusted according to the then existing needs of the Condominium.

(g) In the event the Condominium is expanded, Unit Owners of Units added to this Declaration shall be entitled to vote, with each Unit having one vote, upon the recording of the supplemental declaration which adds the Units to the Condominium.

(h) In the event the Declarant shall not add to the Condominium all or any portion of the Additional Property, the Declarant nevertheless shall have the right to construct, renovate or remodel all or any portion of any improvements on the Additional Property and to operate the same without restriction, and the Declarant specifically reserves the rights and easements set forth in Section 7 of this Declaration which benefit Declarant.

(i) Declarant does not own the Additional Property as of the date of this Declaration. The expansion of the Condominium to include any or all of the Additional Property is subject to Declarant acquiring ownership of the Additional Property.

16.2. Consent to Expansion. By acceptance of a deed of conveyance of a Unit, the grantee is hereby deemed to agree to the expansion and contraction of the Condominium and

shall make no attempts to prevent the expansion or contraction of the Condominium in the event the Declarant decides to exercise its option to expand or contract the Condominium.

SECTION XVII

RECREATIONAL FACILITY OR FACILITIES

17.1. Recreational Facility. Declarant may from time-to-time be required by the City of Pewaukee to construct on the Property or Additional Property a recreational facility or facilities ("Recreational Facilities") in accordance with that certain Developers Agreement between Declarant and the City of Pewaukee. Declarant's obligation to construct the Recreational Facilities shall be limited to its agreement with the City of Pewaukee, and Declarant makes no warranty or representation to any Unit Owner that such Recreational Facilities will be constructed or that the Recreational Facilities may be used by the Unit Owners. If such Recreational Facilities are constructed, the Association shall establish rules and regulations regarding the use of such Recreational Facilities by the Unit Owners. In addition, notwithstanding anything stated herein to the contrary, if the Recreational Facilities are constructed and Unit Owners are entitled to use such Recreational Facilities in accordance with the rules and regulations promulgated by the Association, the cost of the administration, utilities, insurance, real estate taxes, repair, maintenance and all other expenses related to the Recreational Facilities shall be included in and be considered part of the Common Expenses and be paid for by the Association in accordance with this Declaration. Also, if such Recreational Facilities are shown on any plans or on the Plat or are constructed, Declarant may alter the plans or Plat or remove or alter such Recreational Facilities in its sole discretion, subject to the approval of the City of Pewaukee.

17.2. Use Agreement. Unit Owners shall have the right to use the recreational facility which is located on the Spice Creek Condominium adjacent to the Condominium pursuant to the Use Agreement. The cost of the operation of the Spice Creek recreational facility is included in the monthly assessment for Units. Unit Owners are automatically entitled to use the recreational facility pursuant to the Use Agreement. At such time as a recreational facility is constructed in the Condominium, then the right to use the Spice Creek recreational facility will cease.

SECTION XVIII

AMENDMENT TO DECLARATION

18.1. Amendment. Except as otherwise provided by the Act or this Declaration or except as necessary to reflect an exercise or termination of the Declarant's right to expand the Condominium (in which event the Declaration may be amended solely by the Declarant without the consent of any other party), this Declaration may be amended by the agreement of Unit Owners having at least sixty-seven percent (67%) of the votes in the Association and in the manner provided by Section 703.09(2) of the Act. All Unit Owners whose Unit is subject to a Mortgage shall first obtain its Mortgagees written consent to the Unit Owner's vote in favor of or against any amendment on a form satisfactory to the Board of Directors. The failure of any Unit Owner or Mortgagee to respond to any notice of a proposed amendment within thirty (30) days

after the notice is delivered to it shall be deemed implied consent by the Unit Owner or the Mortgagee to any such amendment, provided the notice was delivered by certified or registered mail with return receipt requested. Copies of Amendments shall be certified by the President and Secretary of the Association in a form suitable for recording. A copy of the amendments shall be recorded in the Office of the Register of Deeds of Waukesha County and such amendment shall be effective at the time it is recorded. A copy of the amendment shall be mailed or personally delivered to each Unit Owner at its address as stated on the Membership Roster. So long as the Declarant owns one or more Units, this Declaration shall not be amended in any manner which would (i) prevent or unreasonably interfere with the sale, lease or other disposition of such Units; (ii) impair the Declarant's use of any Units, (iii) unreasonably or inequitably increase any Assessments to be paid by Declarant, (iv) allow the construction of any improvements which would in any manner interfere with the use of Units, and (v) impair Declarant's right to sell, lease or operate any Commercial Unit.

18.2. Special Amendments. 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 of Directors, 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 (i) 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 an 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, (ii) to induce any of such agencies or entities to make, purchase, sell, insure, or guarantee Mortgages secured by any Unit, (iii) to conform this Declaration with the requirements of the Act, or (iv) 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 18.2 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.

Notwithstanding anything stated herein to the contrary, no substantive amendments shall be made to this Declaration without the approval of the City of Pewaukee, if required.

SECTION XIX

TERMINATION OF CONDOMINIUM

19.1. Termination of the Condominium. The Condominium may be terminated upon the approval of a Termination Agreement by a vote of the Unit Owners holding eighty percent

(80%) of the votes in the Association. A Unit Owner whose Unit is subject to a Mortgage shall first obtain its Mortgagee's written consent to the vote. The Termination Agreement, which shall be executed by those who voted in favor of termination, shall include provisions relating to the use and maintenance of Common Elements after termination. The Termination Agreement shall also provide for the allocation and transfer of title to the Common Elements such that title to the Common Elements, other than the Limited Common Elements, shall be vested in the successors to the Unit Owners as tenants-in-common in proportion to their predecessor Unit Owner's Allocated Interest and title to Limited Common Elements shall be vested in the former Unit or Units to which they appertain, individually or as tenants-in-common, as the case may be. The termination agreement shall be recorded in the Register of Deeds office for Waukesha County.

SECTION XX

ADDITIONAL PROVISIONS

20.1. Rights of Action. If the Declarant, Association, any Unit Owner or any other individual or entity subject to this Declaration or any Condominium Document fails to comply with any provision of the same, then the Declarant, the Association or any Unit Owner adversely affected shall have a claim for appropriate relief.

20.2. Waiver. The failure of the Association to enforce any provision of this Declaration or any provision in the Condominium Documents or to exercise any right or option or to serve any notice or to institute any action, shall not be construed as a waiver by the Association.

20.3. Severability. The provisions contained herein shall be construed as independent and severable and the invalidity or unenforceability of any provision or portion thereof shall not be deemed to impair or affect the validity or enforceability of the remainder of this Declaration, and in such event, all of the other provisions of this Declaration shall continue in full force and effect. Any conflict between any provision of any Condominium Document and the Act, or any questions regarding the interpretation of any Condominium Documents, shall be governed by the Act.

20.4. Captions. The captions and headings of various paragraphs of this Declaration are for convenience only and are not to be construed as defining or limiting the scope or intent of the provisions thereof.

20.5. Conveyance of Additional Property. Declarant may convey additional real estate, improved or unimproved, which upon conveyance or dedication to the Unit Owners shall be accepted by the Unit Owners and thereafter shall be maintained by the Association at its expense for the benefits of all its Members; provided, however, the Declarant may not convey or dedicate to the Unit Owners any property which is not part of the Additional Property.

20.6. No Obligations. Except as described in Section 17.1 above, nothing contained in the Condominium Documents shall be deemed to impose upon the Declarant or its successors or

assigns any obligations of any nature to build, renovate or provide any improvements except to the extent required by the Act.

20.7. Number and Gender. Whenever used herein, the singular number shall include the plural, the plural the singular and use of any gender shall include all genders.

20.8. Registered Agent. The registered agent for service of process shall be Fred H. Loeb or such other person or entity as may be designated by the Board of Directors of the Association and upon proper filing of said name with the Register of Deeds for Waukesha County, Wisconsin, and with the Secretary of State of the State of Wisconsin.

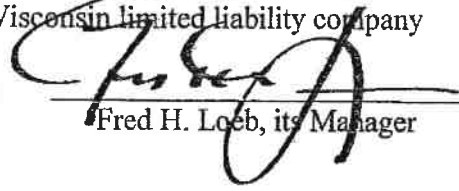
20.9. Entrance Monuments and Landscaping. Declarant hereby acknowledges that the Condominium benefits, and shall continue to benefit, from the entrance monuments and related landscaping located along Fieldhack Drive and Meadowbrook Road and which are maintained by and are part of the subdivision commonly known as Meadowbrook Farms of Pewaukee, Wisconsin ("Monuments"). As a result of such benefit, Declarant hereby establishes and imposes upon the Condominium and all Unit Owners the requirement to pay for its allocated share of the cost of the maintenance of such Monuments, including, but not limited to, the cost of lighting, repairing, maintaining and landscaping the Monuments. This cost shall be included in the Common Expenses.

20.10. City of Pewaukee. Notwithstanding anything stated herein to the contrary, the Condominium's, Association's and Declarant's actions shall at all times be in accordance with and in compliance with all City of Pewaukee ordinances and/or regulations.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed as of the date first set forth above.

MEADOWBROOK VILLAGE, LLC
a Wisconsin limited liability company

By: 

Fred H. Loeb, its Manager

STATE OF WISCONSIN)
) SS
COUNTY OF MILWAUKEE)

Personally came before me this 28 day of October, 2004, the above named Fred H. Loeb, as the Manager of Meadowbrook Village, LLC, and to me known to be the person who executed the foregoing instrument in and acknowledged the same in such capacities.


Notary Public, State of Wisconsin

My commission: expired 8/24/08



THIS INSTRUMENT WAS DRAFTED BY AND
UPON RECORDING SHOULD BE RETURNED TO:

Susan C. Sorrentino
Godfrey & Kahn, S.C.
N21 W23350 Ridgeview Parkway
Waukesha, Wisconsin 53188

MW843718_7.DOC

EXHIBIT ALEGAL DESCRIPTION

Parcel 1, Outlot 1 and Part of Outlot 2 of Certified Survey Map 9757 recorded in the Office of the Register of Deeds for Waukesha County, Wisconsin on 4-8-04 in Volume 90 of Certified Survey Maps, at Page 139, as Document No. 3146899, being a part of the SE 1/4 of the NW 1/4 and the SW 1/4 of the NE 1/4 of Section 20, Township 7 North, Range 19 East, in the City of Pewaukee, Waukesha County, Wisconsin described as follows:

Commencing at the SW corner of the NW 1/4 of Section 20, T 7 N, R 19 E, N 89°09'21" E 2573.88 feet along the South line of the NW 1/4 of Section 20, T 7 N, R 19 E, to the place of beginning; thence N 00°16'48" W 103.92 feet; thence S 88°42'54" W 616.02 feet; thence N 00°50'00" W 242.84 feet; thence S 89°09'21" W 395.85 feet; thence N 09°17'55" W 342.47 feet; thence N 89°43'04" E 730.82 feet; thence N 50°40'56" E 142.90 feet; thence N 31°19'31" E 152.64 feet; thence N 89°43'04" E 180.00 feet; thence N 00°16'56" W 200.00 feet to the South right of way line of Milkweed Lane; thence N 89°43'04" E 46.15 feet along the South right of way line of Milkweed Lane; thence N 00°16'13" W 60.00 feet; thence N 89°43'04" E 22.20 feet; thence Southeasterly 240.80 feet along an arc of a curve whose radius of 330.00 feet lies to the South, said arc has a chord which bears S 69°22'41" E 235.49 feet; thence S 48°28'26" E 56.42 feet; thence Southeasterly 54.92 feet along an arc of a curve whose radius of 270.00 feet. Said arc has a chord which bears S 54°18'03" E 54.82 feet; thence S 60°07'39" E 164.28 feet; thence S 30°03'55" W 54.80 feet thence Southwesterly 222.38 feet along an arc of a curve whose radius of 530.00 feet lies to the Northwest, said arc has a chord which bears S 42°05'07" W 220.75 feet; thence S 54°06'19" W 139.21 feet; thence S 35°53'41" E 283.74 feet thence S 00°53'46" E 229.91 feet; thence N 89°06'14" E 64.55 feet; thence S 00°51'06" E 157.74 feet; thence S 89°09'07" W 415.09 feet; thence S 89°09'21" W 80.00 feet to the place of beginning. Said lands contains 23.01 acres more or less. Excepting road dedications for Fieldhack Dr. and Milkweed La.

EXHIBIT B

Legal Description of Additional Property

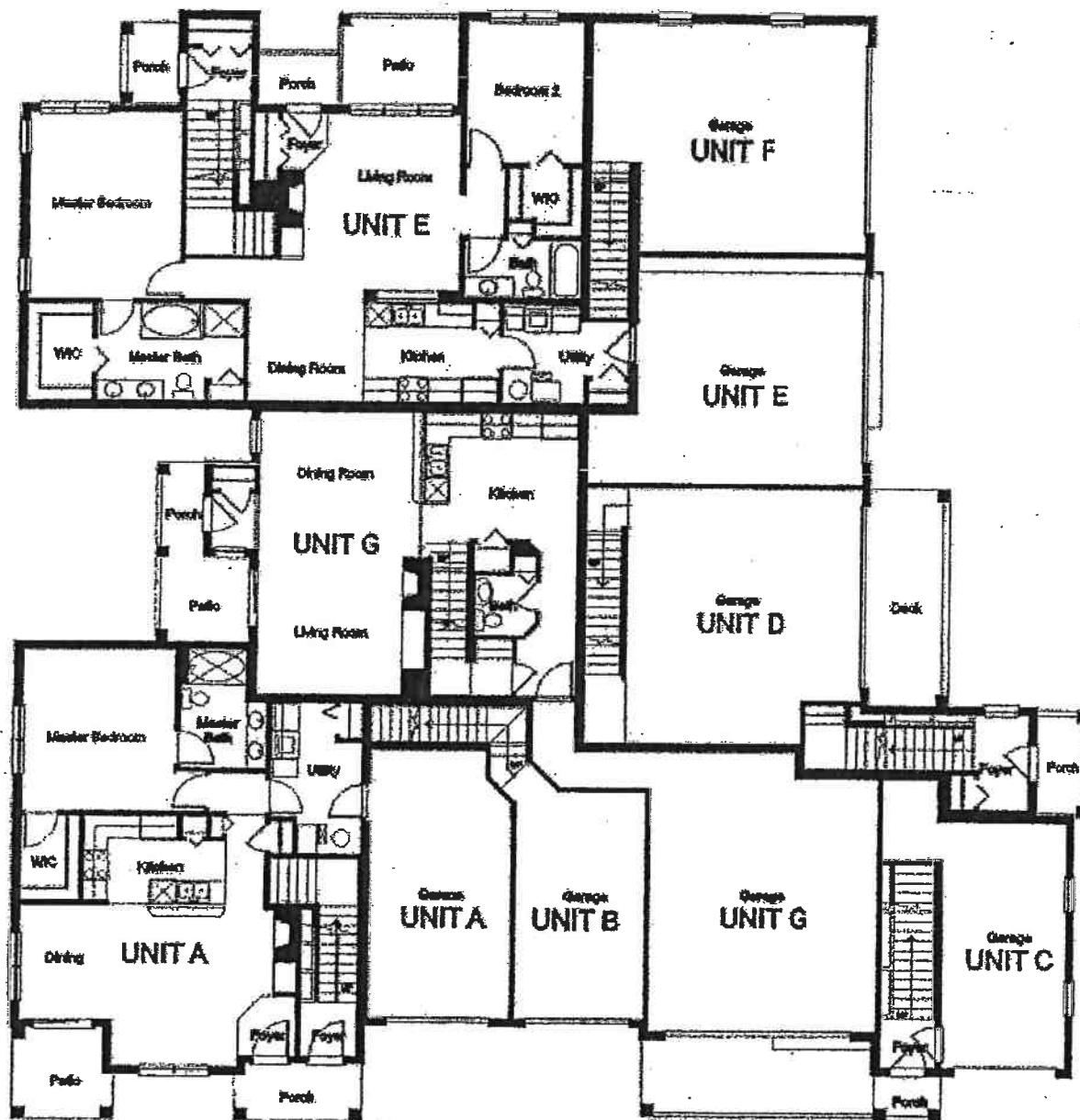
Parcel 2 and a part of Outlot 2 of Certified Survey Map No. 9757 recorded in the Office of the Register of Deeds for Waukesha County, Wisconsin on 4-8-04 in Volume 90 of Certified Survey Maps at Page 139 as Document No. 3146899, also a part of the Southwest 1/4 of the NE 1/4 of Section 20, Township 7 North, Range 19 E, in the City of Pewaukee, Waukesha County, Wisconsin described as follows:

Commencing at the NW corner of NE 1/4 of said Section 20, T 7 N, R 19 E; thence S 00°16'13" E 1319.53 feet to the place of beginning; thence continuing S 00°16'13" E 169.99 feet; thence N 89°43'04" E 22.20 feet; thence Southeasterly 240.80 feet along an arc of a curve whose radius of 330.00 feet lies to the Southwest, said arc has a chord which bears S 69°22'41" E 235.49 feet; thence S 48°28'26" E 56.43 feet; thence Southeasterly 54.92 feet along an arc of a curve whose radius of 270.00 feet lies to the Northeast, said arc has a chord which bears S 54°18'03" E 54.82 feet; thence S 60°07'41" E 164.28 feet; thence S 30°03'55" W 54.80 feet; thence Southwesterly 222.38 feet along an arc or a curve whose radius of 530.00 feet lies to the Northwest, said arc has a chord which bears S 42°05'07" W 220.75 feet; thence S 54°06'19" W 139.21 feet; thence S 35°53'41" E 283.74 feet; thence S 00°53'46" E 229.91 feet; thence N 89°06'14" E 64.55 feet; thence S 00°51'06" E 157.74 feet; thence N 89°09'07" E 903.15 feet; thence N 00°15'37" W 1313.21 feet; thence S 89°25'36" W 1318.42 feet to the place of beginning. Said lands contains 39.19 acres more or less.

EXHIBIT C

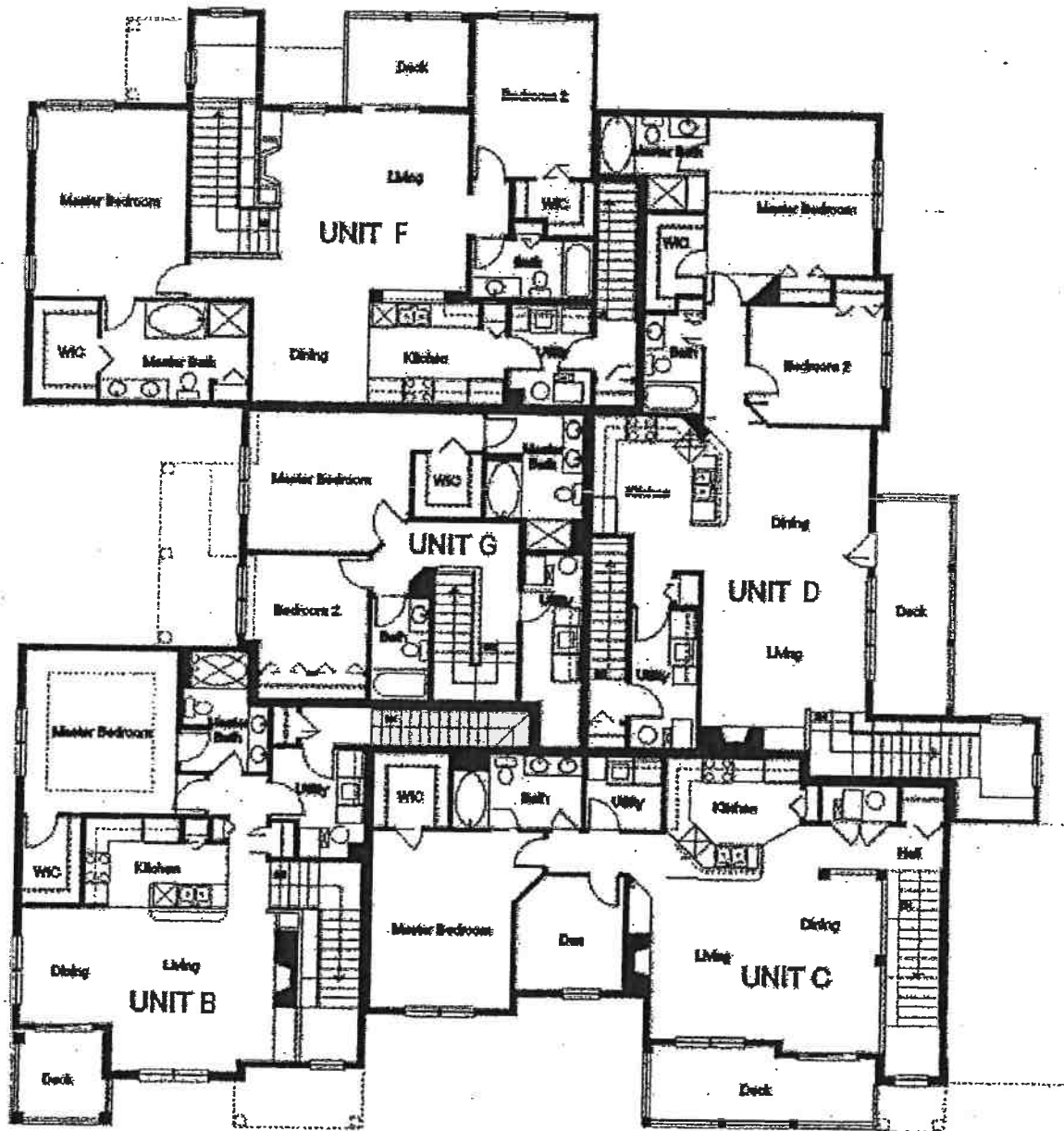
Building Plans

Building Plans follow this page.



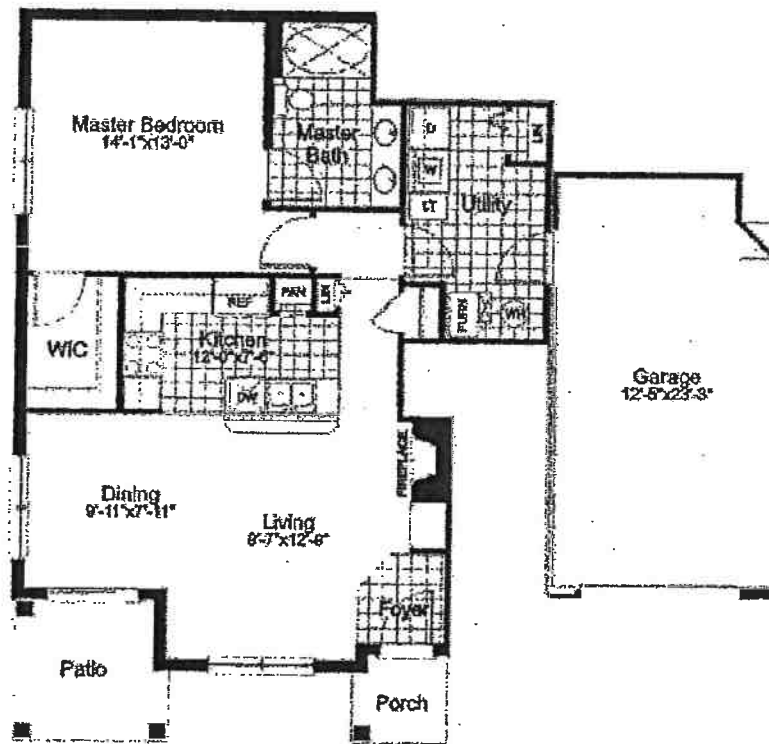
Key Plan First Floor

34-A



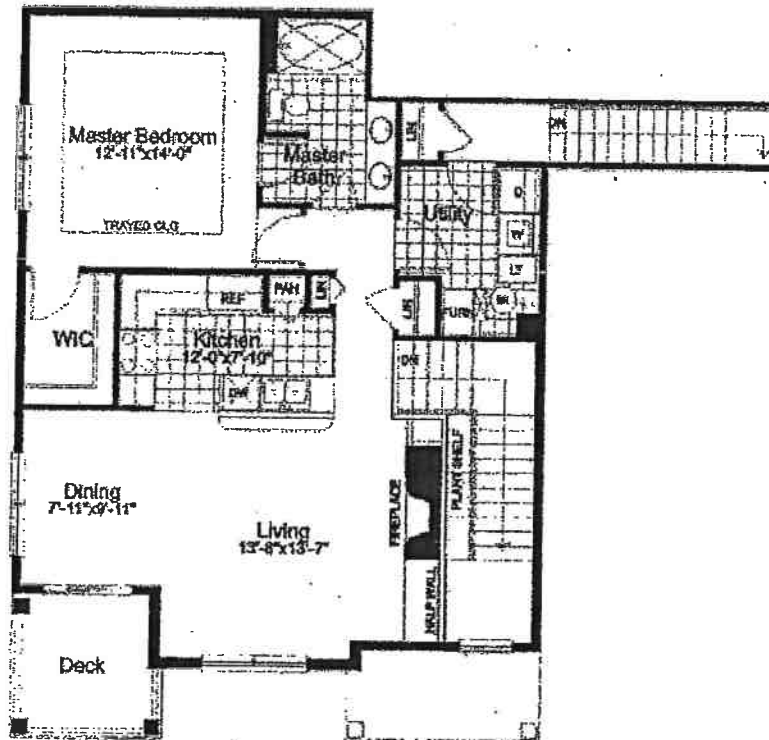
Key Plan Second Floor

34-B



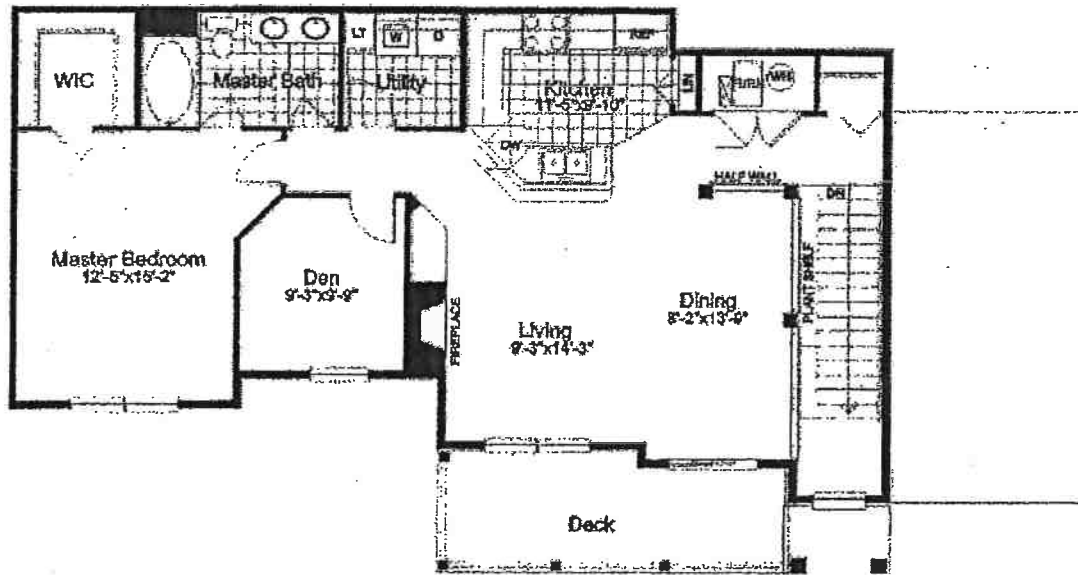
Unit A Plan

34-C



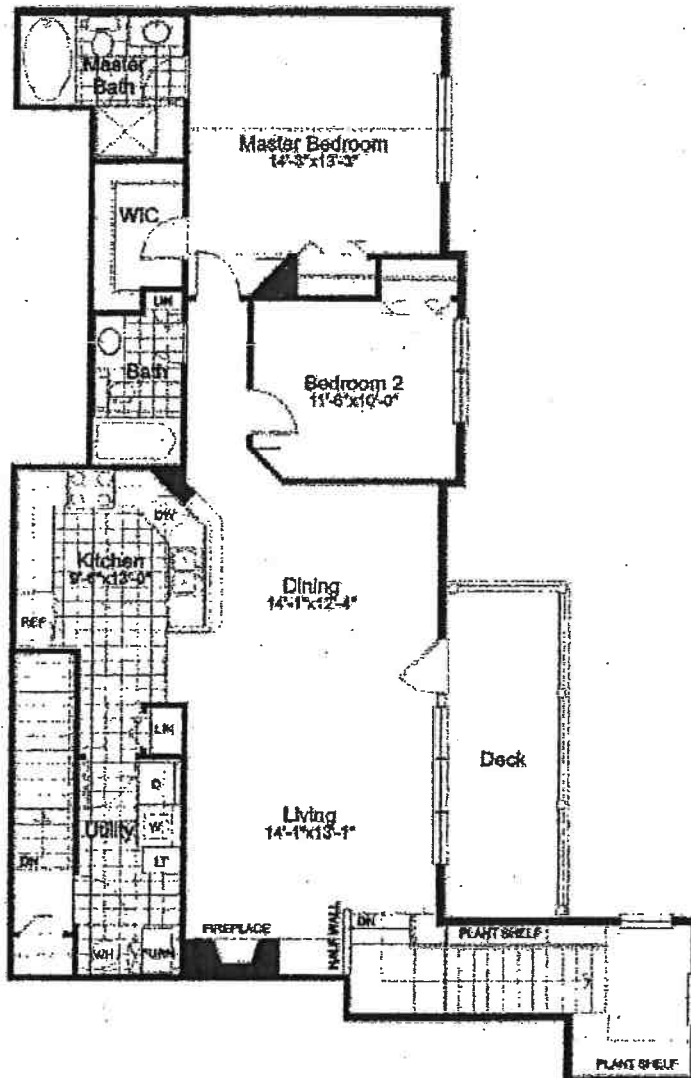
Unit B Plan

34-D



Unit C Plan

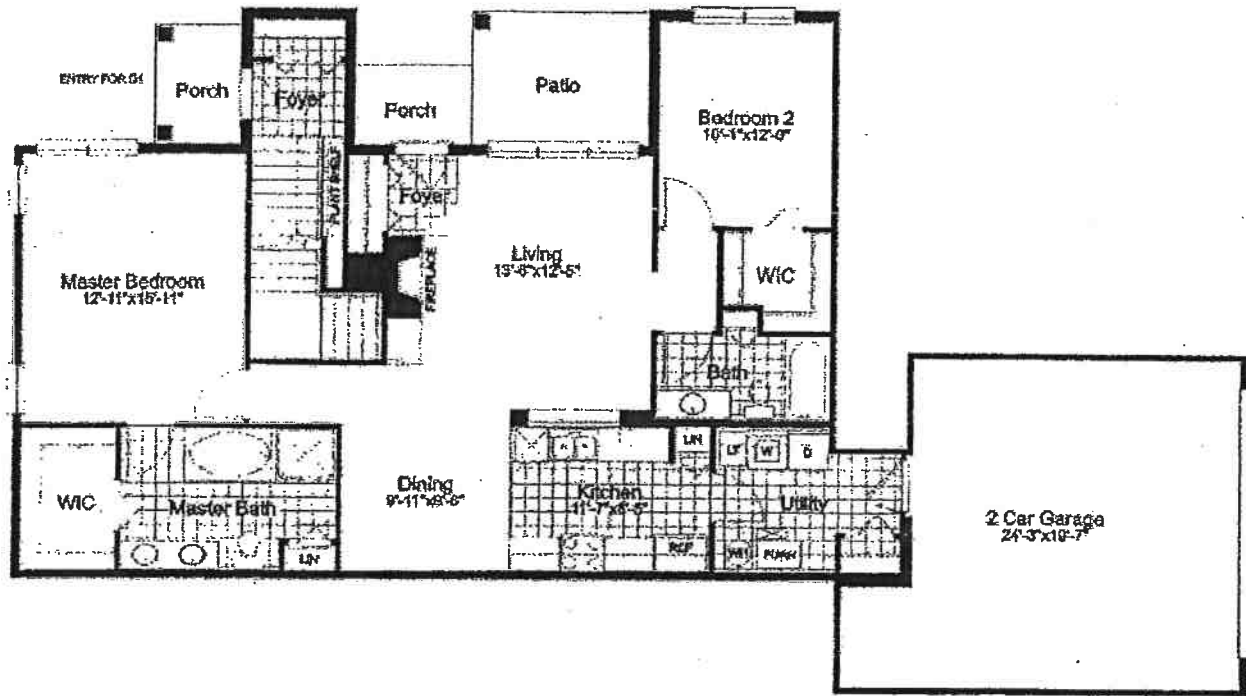
34-E



Unit D Plan

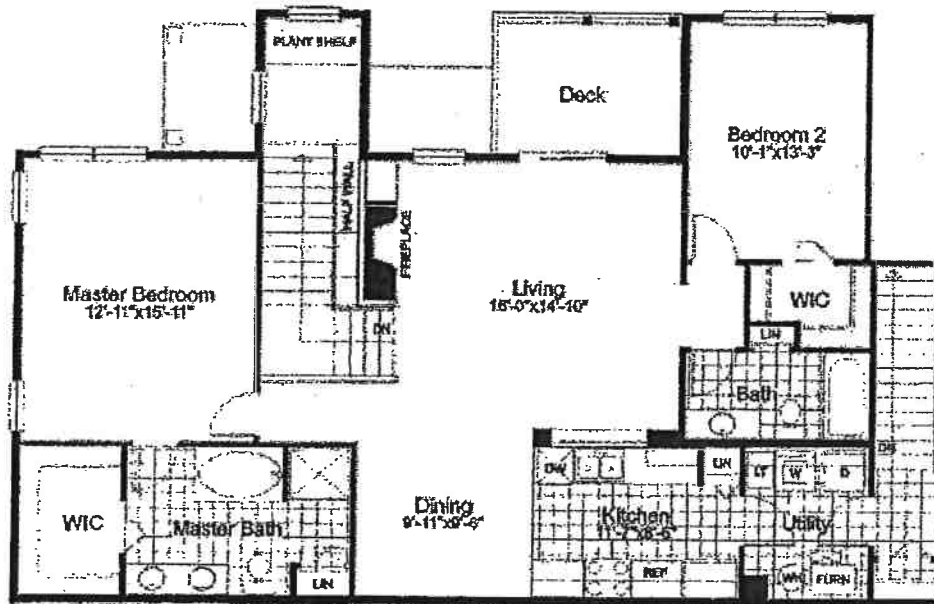
34-F

000937 NOV 21 1991



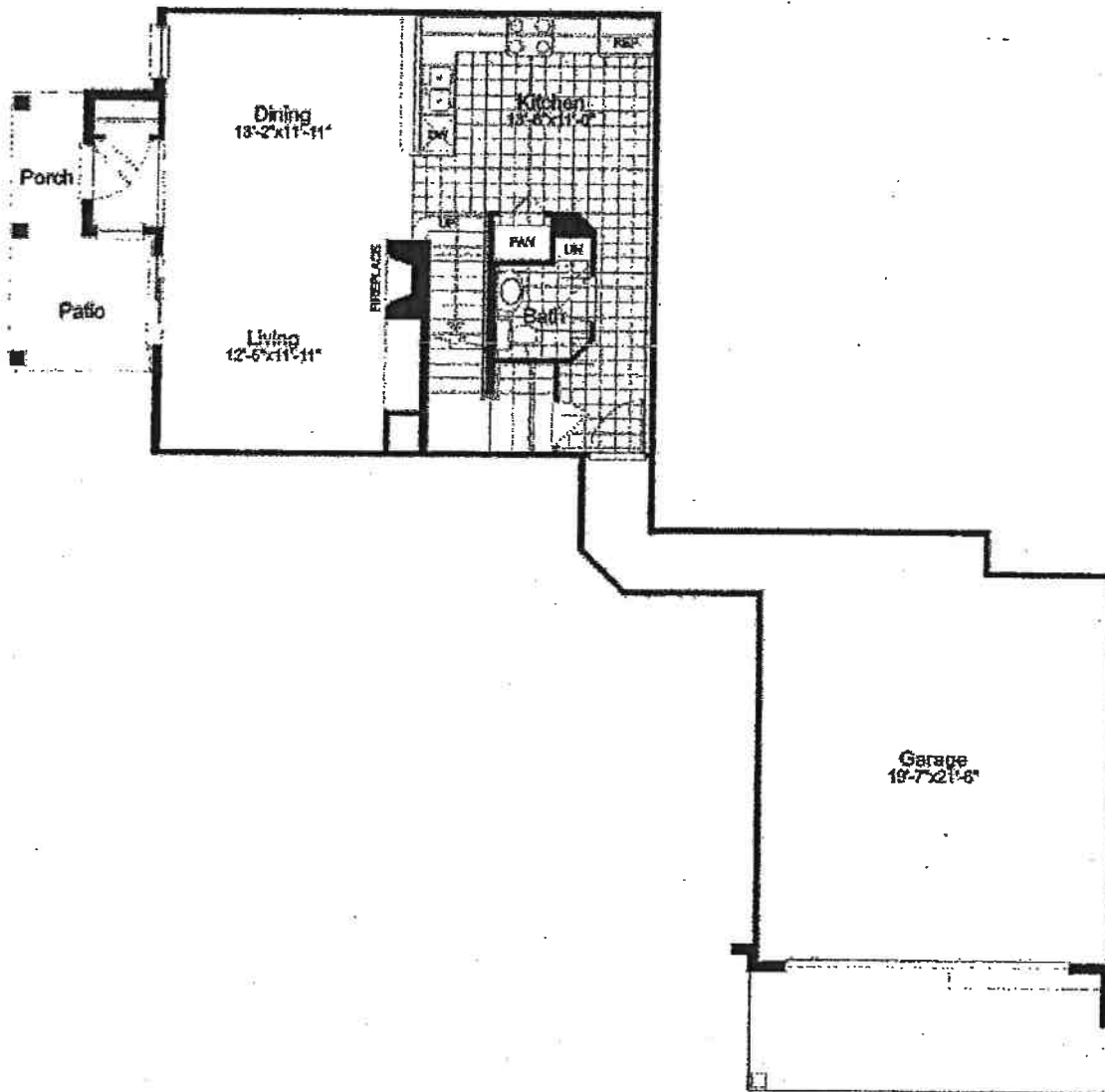
Unit E Plan

34-G



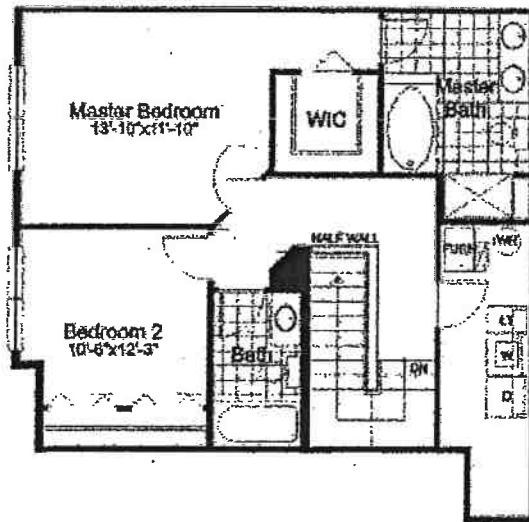
Unit F Plan

34-H



Unit G Main Plan

34-I



Unit G Upper Plan

34-J

000941 NOV 31 6

EXHIBIT D

Plat

Plat follows this page.

BUILDING ADDRESS:

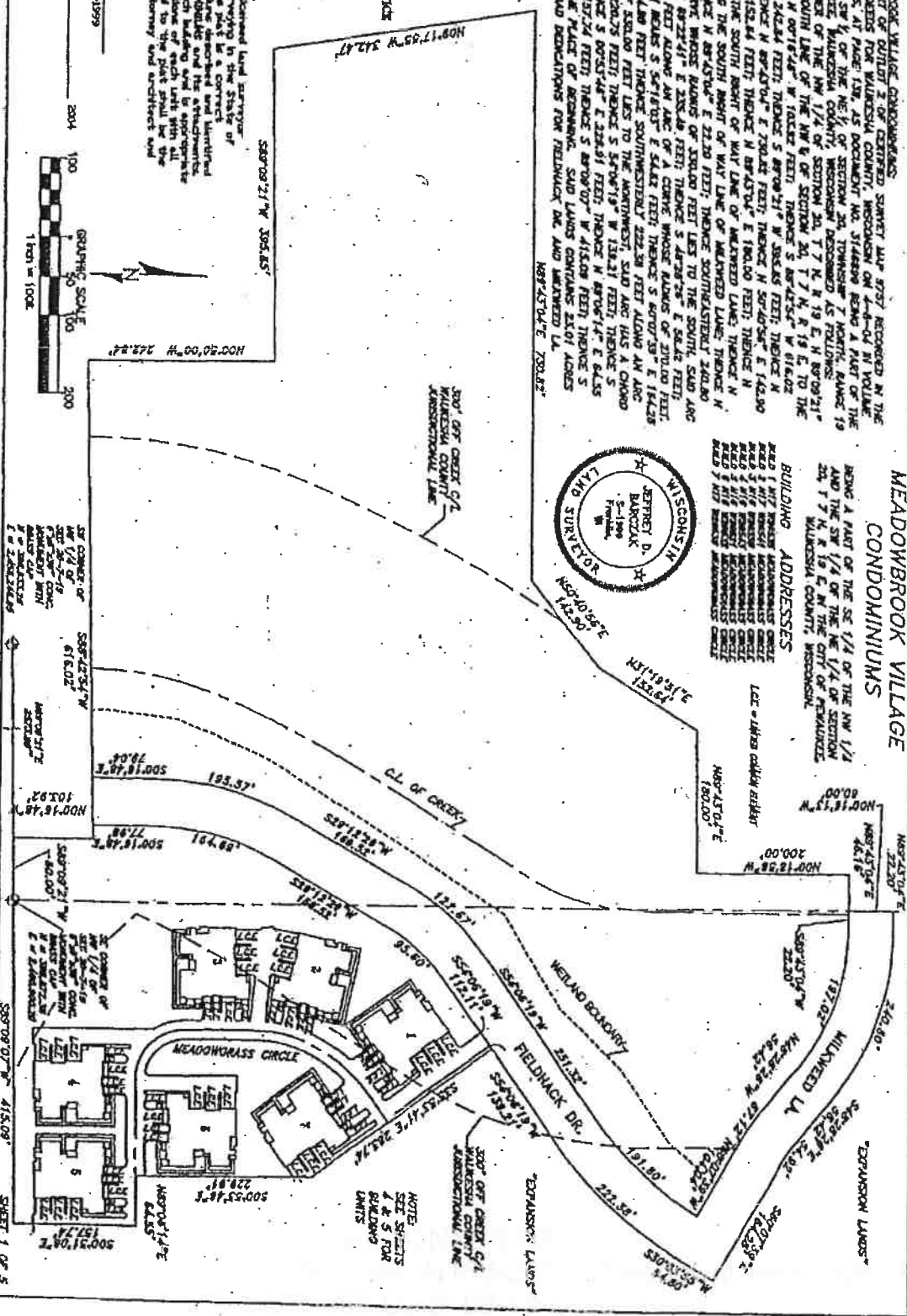
[illegible]

1800-4500
1800-00

DEVELOPER:
KILPATRICK VILLAGE, LTD
9641 ROUTE 100E BOLD
MOSCOW, IL 62562
PH (309) 341-0035
FAX (309) 241-0066

I, Jeffrey J. Barwick, being a licensed land surveyor authorized to practice land surveying in the State of Wisconsin do hereby certify that this plat is a correct representation of the consumable measured and certified boundaries of the above described lots and approximately located the floor plan of the building and its attachments. I have also indicated the location of all other significant elements, floor area and foundation of the building. All common elements to be attached to this plat shall be the responsibility of the owner's attorney and architect and attached to the plat.

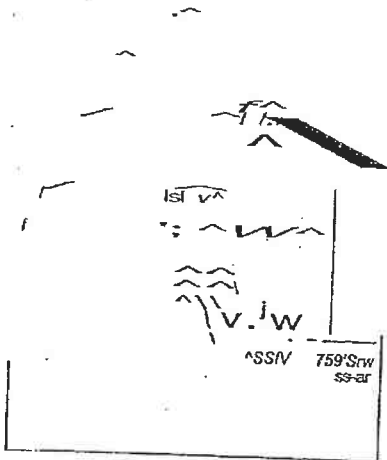
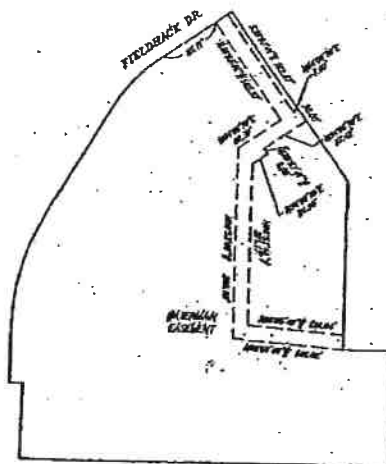
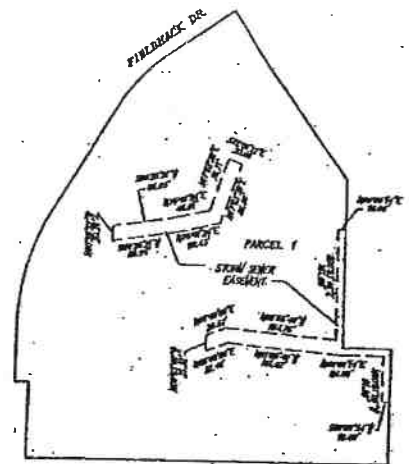
Jeffrey D. Burckle RA 3-199



MEADOWBROOK VILLAGE CONDOMINIUMS

BEING A PART OF THE SE 1/4 OF THE NW 1/4
AND THE SW 1/4 OF THE NE 1/4 OF SECTION
20, T7N, R11E, E.M., THE CITY OF MENAUNEE,
WAUKESHA COUNTY, WISCONSIN.

1 MI-1001



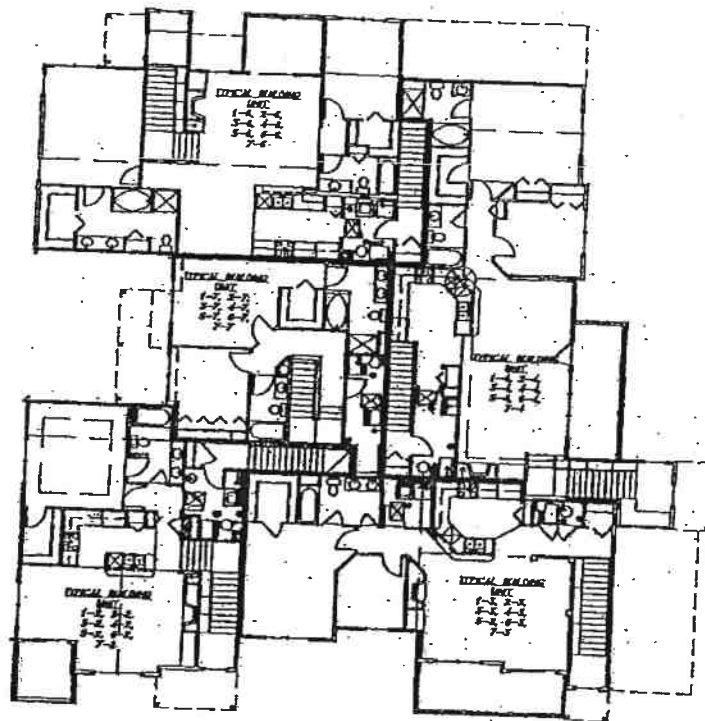
EASEMENTS EXHIBITS



000946 NOV 31 82

MEADOWBROOK VILLAGE
CONDOMINIUMS

BONG A PART OF WE SE 1/4 OF THE NW 1/4
NW 1/4 SW 1/4 OF THE ME 1/4 OF SECTION
20, T 7 N, R 3 E, S 12 C, IN THE COY OF POCONO,
WAUKESHA COUNTY, WISCONSIN.



Upper Floor Assembly Plan

35-E

000000 964 APR 24 8



WC3380642-007

FIRST EXPANSION ADDENDUM TO
MEADOWBROOK VILLAGE CONDOMINIUMS
(PHASE II) AND SECOND AMENDMENT
TO DECLARATION OF MEADOWBROOK
VILLAGE CONDOMINIUMS

THIS FIRST EXPANSION TO MEADOWBROOK VILLAGE
CONDOMINIUMS (PHASE II) AND SECOND AMENDMENT TO
DECLARATION OF MEADOWBROOK VILLAGE
CONDOMINIUMS ("Expansion and Amendment") is made as of
the ___ day of March, 2006, by Meadowbrook Village, LLC, a
Wisconsin limited liability company ("Declarant").

WITNESSETH:

WHEREAS, Declarant executed that Declaration of
Meadowbrook Village Condominiums recorded as Document No.
3218688, in the Office of the Register of Deeds for Waukesha
County on November 1, 2004, and amended with the First
Amendment to Declaration of Meadowbrook Village
Condominiums recorded as Document No. 3270191 on April 26,
2005 (the "Declaration"), submitting the property ("Property")
set forth in such Declaration and described on the attached Exhibit A,
which is incorporated herein by reference, to the condominium form of
ownership; and

WHEREAS, Declarant, in Section XVI of the Declaration, reserved the option to expand
Meadowbrook Village Condominiums ("Condominium"); and

WHEREAS, Declarant, in Section 4.2 of the Declaration, set forth a description of the
condominium Units, indicating that each Unit is to be identified by a number as described on the
Plat of Survey of Meadowbrook Village Condominiums ("Plat"); and

WHEREAS, Declarant now desires to amend the Declaration in order to expand the
Condominium, clarify and amend the address of certain condominium Units in accordance with
this Expansion and Amendment.

NOW, THEREFORE, the Declaration is expanded and amended as follows:

1. The Units in Building 6 of the Condominium are identified as follows:

<u>Building</u>	<u>Address</u>	<u>Unit Number</u>
Building 6	N16 W26532 Meadowgrass Circle	6 - 1
Building 6	N16 W26532 Meadowgrass Circle	6 - 2
Building 6	N16 W26532 Meadowgrass Circle	6 - 3
Building 6	N16 W26532 Meadowgrass Circle	6 - 4

3380642

REGISTER'S OFFICE
WAUKESHA COUNTY, WI
RECORDED ON

04-24-2006 3:56 PM

MICHAEL J. HASSLINGER
REGISTER OF DEEDS

REC. FEE: 14.00
REC. FEE-CO: 5.00
REC. FEE-ST: 2.00
TRAN. FEE:
TRAN. FEE-STATE:
PAGES: 6

THIS SPACE RESERVED FOR RECORDING DATA

NAME AND RETURN ADDRESS
Attorney Susan C. Sorrentino
Godfrey & Kahn, S.C.
N21 W23350 Ridgeview Pkwy.
Waukesha, WI 53188

Part of PWT 0943-959-0002 and
all of FPWT 0942-996-100

Parcel Identification Number:

<u>Building</u>	<u>Address</u>	<u>Unit Number</u>
Building 6	N16 W26532 Meadowgrass Circle	6 - 5
Building 6	N16 W26532 Meadowgrass Circle	6 - 6
Building 6	N16 W26532 Meadowgrass Circle	6 - 7

2. The Condominium and Property shall be expanded and amended to include the property described on Exhibit B attached hereto ("Additional Property").

3. The Plat shall be amended to include the Additional Property, and the condominium plat of survey recorded simultaneously with this Amendment and Expansion, a copy of which is attached hereto as Exhibit C, shall supplement the Plat recorded with the Declaration and shall be deemed a part of such Plat. The attached condominium plat of survey depicts the Additional Property as "Phase II".

4. The total number of Units added to the Condominium pursuant to this Expansion and Amendment is 42 Units. The Condominium is amended to consist, as of the date hereof, of 91 Units. The Common Elements shall be as shown on the Plat, as supplemented by the condominium plat of survey for the Additional Property.

5. The Units in the condominium added pursuant to this Expansion and Amendment are identified as follows:

<u>Building</u>	<u>Address</u>	<u>Unit Number</u>
Building 8	N17 W26529 Meadowgrass Circle	8 - 1
Building 8	N17 W26529 Meadowgrass Circle	8 - 2
Building 8	N17 W26529 Meadowgrass Circle	8 - 3
Building 8	N17 W26529 Meadowgrass Circle	8 - 4
Building 8	N17 W26529 Meadowgrass Circle	8 - 5
Building 8	N17 W26529 Meadowgrass Circle	8 - 6
Building 8	N17 W26529 Meadowgrass Circle	8 - 7
Building 9	N16 W26487 Meadowgrass Circle	9 - 1
Building 9	N16 W26487 Meadowgrass Circle	9 - 2
Building 9	N16 W26487 Meadowgrass Circle	9 - 3
Building 9	N16 W26487 Meadowgrass Circle	9 - 4
Building 9	N16 W26487 Meadowgrass Circle	9 - 5
Building 9	N16 W26487 Meadowgrass Circle	9 - 6
Building 9	N16 W26487 Meadowgrass Circle	9 - 7
Building 10	N16 W26443 Meadowgrass Circle	10 - 1
Building 10	N16 W26443 Meadowgrass Circle	10 - 2
Building 10	N16 W26443 Meadowgrass Circle	10 - 3
Building 10	N16 W26443 Meadowgrass Circle	10 - 4
Building 10	N16 W26443 Meadowgrass Circle	10 - 5
Building 10	N16 W26443 Meadowgrass Circle	10 - 6
Building 10	N16 W26443 Meadowgrass Circle	10 - 7

0011966 APR 24 8

Building 11	N16 W26401 Meadowgrass Circle	11 - 2
Building 11	N16 W26401 Meadowgrass Circle	11 - 3
Building 11	N16 W26401 Meadowgrass Circle	11 - 4
Building 11	N16 W26401 Meadowgrass Circle	11 - 5
Building 11	N16 W26401 Meadowgrass Circle	11 - 6
Building 11	N16 W26401 Meadowgrass Circle	11 - 7
Building 12	N17 W26522 Meadowgrass Circle	12 - 1
Building 12	N17 W26522 Meadowgrass Circle	12 - 2
Building 12	N17 W26522 Meadowgrass Circle	12 - 3
Building 12	N17 W26522 Meadowgrass Circle	12 - 4
Building 12	N17 W26522 Meadowgrass Circle	12 - 5
Building 12	N17 W26522 Meadowgrass Circle	12 - 6
Building 12	N17 W26522 Meadowgrass Circle	12 - 7
Building 13	N16 W26500 Meadowgrass Circle	13 - 1
Building 13	N16 W26500 Meadowgrass Circle	13 - 2
Building 13	N16 W26500 Meadowgrass Circle	13 - 3
Building 13	N16 W26500 Meadowgrass Circle	13 - 4
Building 13	N16 W26500 Meadowgrass Circle	13 - 5
Building 13	N16 W26500 Meadowgrass Circle	13 - 6
Building 13	N16 W26500 Meadowgrass Circle	13 - 7

6. This Amendment and Expansion is not intended to be the only expansion of the Condominium. As set forth in the Declaration, the Condominium may be expanded further.

7. The Allocated Interest of each Unit is as set forth in the Declaration and Bylaws.

8. Declarant hereby reserves a perpetual non-exclusive easement for itself and its successors, assigns, employees, agents and representatives on, over and through the Additional Property, including access over the Common Elements, private roadways, drives and pathways for pedestrian and vehicular ingress and egress and for purposes of utilities into and from any and all portions of the Condominium and the Additional Property and for construction or renovation on the Property or the Additional Property or any other related purposes. Each Unit Owner hereby acknowledges that by accepting a deed to a Unit that it agrees to such easements and each Unit Owner hereby acknowledges that the activities of the Declarant may temporarily impair the view and cause inconvenience to the Unit Owners.

9. The building floor plans for the Additional Property are the same as set forth in Exhibit C of the Declaration.

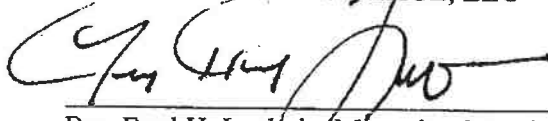
10. Capitalized terms not defined herein shall have the meaning ascribed to them in the Declaration.

11. Except as amended herein, the Declaration shall remain unamended and in full force and effect.

0011967 APR 24 8

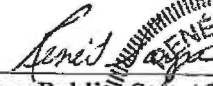
IN WITNESS WHEREOF, the undersigned has executed this Expansion and Amendment as of the date first above written.

MEADOWBROOK VILLAGE, LLC


By: Fred H. Loeb, its Managing Member

STATE OF WISCONSIN)
COUNTY OF Ozaukee) SS

Personally came before me this 20 day of March, 2006, the above named Fred H. Loeb, as the Managing Member of Meadowbrook Village, LLC, and to me known to be the person who executed the foregoing instrument in and acknowledged the same.


Notary Public, State of Wisconsin
My Commission exp. 8/24/08



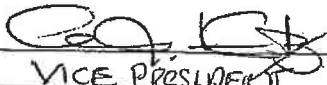
This instrument drafted by:
Susan C. Sorrentino
Godfrey & Kahn, S.C.
N21 W23350 Ridgeview Pkwy.
Waukesha, WI 53188
(262) 951-7000

0011968 APR 24 2006

CONSENT OF MORTGAGEE

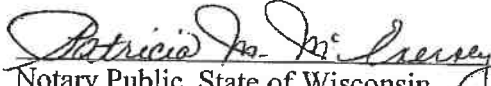
The undersigned, holder of a first mortgage encumbering the Property as of the date first set forth above, hereby consents to the foregoing Expansion and Second Amendment to Declaration of Meadowbrook Village Condominiums.

OZAUKEE BANK

 By:
VICE PRESIDENT Its:

STATE OF WISCONSIN)
) SS
COUNTY OF MILWAUKEE)

Personally came before me this 29 day of MARCH, 2006, the above named ALAN KATZ, as the VICE PRESIDENT of Ozaukee Bank, and to me known to be the person who executed the foregoing instrument in and acknowledged the same in his capacities.


Notary Public, State of Wisconsin
My commission: July 8, 2007



000969 APR 24 8

EXHIBIT A

LEGAL DESCRIPTION

Part of Parcel 2 and part of Outlot 2 of Certified Survey Map 9757 recorded in the Office of the Register of Deeds for Waukesha County, Wisconsin on 04-08-04 in Volume 90 of Certified Survey Maps, at Page 139, as Document No. 3146899 being a part of the SE 1/4 of the NW 1/4 and the SW 1/4 of the NE 1/4 of Section 20, Township 7 North, Range 19 East, in the City of Pewaukee, Waukesha County, Wisconsin, described as follows: Commencing at the Northwest corner of the Northeast 1/4 of Section 20, T 7 N, R 19 E, S 00°16'13" E 2639.05 feet to the Southwest corner of Northeast 1/4 of Section 20, T 7 N, R 19 E; thence N 89°09'07" E 415.09' along the south line of the Northeast 1/4 of Section 20, T 7 N, R 19 E to the place of beginning; thence continue N 89°09'07" E, along said Section Line, 363.92'; thence N 00°53'46" W 135.49 feet; thence S 89°06'14" W 22.89 feet; thence N 00°26'01" E 34.53 feet; thence S 89°06'14" W 284.80 feet; thence N 00°53'46" W 165.00 feet; thence N 48°31'13" W 55.00 feet; N 21°23'15" E 78.17 feet; thence N 35°53'41" W 115.00 feet; thence S 54°06'19" W 16.48 feet; thence N 35°53'41" W 185.84 feet to the south right of way line of Fieldhack Drive; thence S 54°06'19" W 106.39 feet along said right of way to the Northwest Corner of Parcel 2 of Certified Survey Map 9757; thence S 35°53'41" E 283.74 feet; thence S 00°53'46" E 229.91 feet; thence N 89°06'14" E 64.55 feet; thence S 00°51'06" E 157.74 feet to the place of beginning. Said lands contain 2.81 acres, more or less.

EXHIBIT B**Legal Description of Additional Property**

Part of Parcel 2 and a part of Outlot 2 of Certified Survey Map No. 9757 recorded in the Office of the Register of Deeds for Waukesha County, Wisconsin on 04-08-04 in Volume 90 of Certified Survey Maps at Page 139 as Document No.: 3146899, being a part of the Southwest 1/4 of the NE 1/4 of Section 20, Township 7 North, Range 19 East, in the City of Pewaukee, Waukesha County, Wisconsin, described as follows: Commencing at the NW corner of NE 1/4 of said Section 20, T 7 N, R 19 E; thence S 00°16'13" E 1319.53 feet to the place of beginning; thence continuing S 00°16'13" E 169.99 feet; thence N 89°43'04" E 22.20 feet; thence southeasterly 240.80 feet along an arc of a curve whose radius of 330.00 feet lies to the southwest, said arc has a chord which bears S 69°22'41" E 235.49 feet; thence S 48°28'26" E 56.43 feet; thence Southeasterly 54.92 feet along an arc of a curve whose radius of 270.00 feet lies to the northeast, said arc has a chord which bears S 54°18'03" E 54.82 feet; thence S 60°07'41" E 164.28 feet; thence S 30°03'55" W 54.80 feet; thence southwesterly 222.38 feet along an arc of a curve whose radius of 530.00 feet lies to the Northwest, said arc has a chord which bears S 42°05'07" W 220.75 feet; thence S 54°06'19" W 32.82 feet; thence S 35°53'39" E 185.84 feet; thence N 54°06'19" E 16.48 feet; thence S 35°53'41" E 115.00 feet; thence S 21°23'15" W 78.17 feet; thence S 48°31'13" E 55.00 feet; thence S 00°53'46" E 165.00 feet; thence N 89°06'14" E 284.80 feet; thence S 00°26'01" W 34.53 feet; thence N 89°06'14" E 22.89 feet; thence S 00°53'46" E 135.49 feet to the south line of the Northeast 1/4 of Section 20, T 7 N, R 19 E; thence N 89°09'07" E, along said Section Line, 539.23 feet; thence N 00°15'37" W 1313.21 feet; thence S 89°25'36" W 1318.42 feet to the place of beginning. Said lands contain 28.38 acres more or less.

MW989549_2.DOC

000001 APR 26 18



FIRST AMENDMENT TO DECLARATION
OF MEADOWBROOK VILLAGE
CONDOMINIUMS

3270191

REGISTER'S OFFICE
WAUKESHA COUNTY, WI
RECORDED ON

04-26-2005 8:19 AM

MICHAEL J. HASSLINGER
REGISTER OF DEEDS

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

THIS FIRST AMENDMENT TO DECLARATION OF
MEADOWBROOK VILLAGE CONDOMINIUMS is made as of the
____ day of April, 2005, by Meadowbrook Village, LLC, a Wisconsin
limited liability company ("Declarant").

WITNESSETH:

WHEREAS, Declarant executed that Declaration of Meadowbrook
Village Condominiums recorded as Document No. 3218688, in the
Office of the Register of Deeds for Waukesha County on November 1,
2004 (the "Declaration"), submitting the property ("Property") set forth
in such Declaration and set forth on the attached Exhibit A and Exhibit
B, which are incorporated herein by reference, to the condominium form
of ownership; and

NAME AND RETURN ADDRESS
Attorney Susan C. Sorrentino
Godfrey & Kahn, S.C.
N21 W23350 Ridgeview Pkwy.
Waukesha, WI 53188

Parcel Identification Number:
Part of PWT 0943-959-
0002 And all of PWT 0942-
996-100

WHEREAS, Declarant, in Section 4.2 of the Declaration, set forth a description of the
condominium units, indicating that each unit is to be identified by a number as described on the
Plat of Survey of Meadowbrook Village Condominiums ("Plat"); and

WHEREAS, Declarant now desires to amend the Declaration in order to clarify the
identity of each condominium Unit with this First Amendment to Declaration of Meadowbrook
Village Condominiums.

NOW, THEREFORE, in accordance with Section 18.2 of the Declaration, the Declaration
is amended as follows:

1. The Units in the condominium are identified as follows:

<u>Building</u>	<u>Address</u>	<u>Unit Number</u>
Building 1	N17 W26535 Meadowgrass Circle	1- 1
Building 1	N17 W26535 Meadowgrass Circle	1- 2
Building 1	N17 W26535 Meadowgrass Circle	1- 3
Building 1	N17 W26535 Meadowgrass Circle	1- 4
Building 1	N17 W26535 Meadowgrass Circle	1- 5
Building 1	N17 W26535 Meadowgrass Circle	1- 6
Building 1	N17 W26535 Meadowgrass Circle	1- 7

<u>Building</u>	<u>Address</u>	<u>Unit Number</u>
Building 2	N17 W26541 Meadowgrass Circle	2- 1
Building 2	N17 W26541 Meadowgrass Circle	2- 2
Building 2	N17 W26541 Meadowgrass Circle	2- 3
Building 2	N17 W26541 Meadowgrass Circle	2- 4
Building 2	N17 W26541 Meadowgrass Circle	2- 5
Building 2	N17 W26541 Meadowgrass Circle	2- 6
Building 2	N17 W26541 Meadowgrass Circle	2- 7
Building 3	N16 W26559 Meadowgrass Circle	3- 1
Building 3	N16 W26559 Meadowgrass Circle	3- 2
Building 3	N16 W26559 Meadowgrass Circle	3- 3
Building 3	N16 W26559 Meadowgrass Circle	3- 4
Building 3	N16 W26559 Meadowgrass Circle	3- 5
Building 3	N16 W26559 Meadowgrass Circle	3- 6
Building 3	N16 W26559 Meadowgrass Circle	3- 7
Building 4	N16 W26543 Meadowgrass Circle	4- 1
Building 4	N16 W26543 Meadowgrass Circle	4- 2
Building 4	N16 W26543 Meadowgrass Circle	4- 3
Building 4	N16 W26543 Meadowgrass Circle	4- 4
Building 4	N16 W26543 Meadowgrass Circle	4- 5
Building 4	N16 W26543 Meadowgrass Circle	4- 6
Building 4	N16 W26543 Meadowgrass Circle	4- 7
Building 5	N16 W26521 Meadowgrass Circle	5- 1
Building 5	N16 W26521 Meadowgrass Circle	5- 2
Building 5	N16 W26521 Meadowgrass Circle	5- 3
Building 5	N16 W26521 Meadowgrass Circle	5- 4
Building 5	N16 W26521 Meadowgrass Circle	5- 5
Building 5	N16 W26521 Meadowgrass Circle	5- 6
Building 5	N16 W26521 Meadowgrass Circle	5- 7
Building 6	N15 W26532 Meadowgrass Circle	6- 1
Building 6	N15 W26532 Meadowgrass Circle	6- 2
Building 6	N15 W26532 Meadowgrass Circle	6- 3
Building 6	N15 W26532 Meadowgrass Circle	6- 4
Building 6	N15 W26532 Meadowgrass Circle	6- 5
Building 6	N15 W26532 Meadowgrass Circle	6- 6
Building 6	N15 W26532 Meadowgrass Circle	6- 7
Building 7	N17 W26538 Meadowgrass Circle	7- 1
Building 7	N17 W26538 Meadowgrass Circle	7- 2

<u>Building</u>	<u>Address</u>	<u>Unit Number</u>
Building 7	N17 W26538 Meadowgrass Circle	7- 3
Building 7	N17 W26538 Meadowgrass Circle	7- 4
Building 7	N17 W26538 Meadowgrass Circle	7- 5
Building 7	N17 W26538 Meadowgrass Circle	7- 6
Building 7	N17 W26538 Meadowgrass Circle	7- 7

2. Exhibit C, pages 23-A through 34-J, inclusive, of the Declaration are included in the Declaration to show floor plans and any numbers or letters appearing on Exhibit C do not signify 1- number identification.

3. Capitalized terms not defined herein shall have the meaning ascribed to them in the Declaration.

4. Except as amended herein, the Declaration shall remain unamended and in full force and effect.

IN WITNESS WHEREOF, the undersigned has executed this First Amendment to Declaration of Meadowbrook Village Condominiums as of the date first above written.

MEADOWBROOK VILLAGE, LLC

[Signature]

By: Fred H. Loeb, its Managing Member

STATE OF WISCONSIN)
) SS
COUNTY OF Ozaukee)

Personally came before me this 21 day of April, 2005, the above named Fred H. Loeb, as the Managing Member of Meadowbrook Village, LLC, and to me known to be the person who executed the foregoing instrument in and acknowledged the same.

[Signature]
Notary Public, State of Wisconsin
My Commission Expires August 21, 2008

This instrument drafted by:
Jynine A. Strand
Godfrey & Kahn, S.C.
N21 W23350 Ridgeview Pkwy.
Waukesha, WI 53188
(262) 951-7000

EXHIBIT B.**Legal Description of Additional Property**

Parcel 2 and a part of Outlot 2 of Certified Survey Map No. 9757 recorded in the Office of the Register of Deeds for Waukesha County, Wisconsin on 4-8-04 in Volume 90 of Certified Survey Maps at Page 139 as Document No. 3146899, also a part of the Southwest 1/4 of the NE 1/4 of Section 20, Township 7 North, Range 19 E, in the City of Pewaukee, Waukesha County, Wisconsin described as follows:

Commencing at the NW corner of NE 1/4 of said Section 20, T 7 N, R 19 E; thence S 00°16'13" E 1319.53 feet to the place of beginning; thence continuing S 00°16'13" E 169.99 feet; thence N 89°43'04" E 22.20 feet; thence Southeasterly 240.80 feet along an arc of a curve whose radius of 330.00 feet lies to the Southwest, said arc has a chord which bears S 69°22'41" E 235.49 feet; thence S 48°28'26" E 56.43 feet; thence Southeasterly 54.92 feet along an arc of a curve whose radius of 270.00 feet lies to the Northeast, said arc has a chord which bears S 54°18'03" E 54.82 feet; thence S 60°07'41" E 164.28 feet; thence S 30°03'55" W 54.80 feet; thence Southwesterly 222.38 feet along an arc or a curve whose radius of 530.00 feet lies to the Northwest, said arc has a chord which bears S 42°05'07" W 220.75 feet; thence S 54°06'19" W 139.21 feet; thence S 35°53'41" E 283.74 feet; thence S 00°53'46" E 229.91 feet; thence N 89°06'14" E 64.55 feet; thence S 00°51'06" E 157.74 feet; thence N 89°09'07" E 903.15 feet; thence N 00°15'37" W 1313.21 feet; thence S 89°25'36" W 1318.42 feet to the place of beginning. Said lands contains 39.19 acres more or less.

EXHIBIT ALEGAL DESCRIPTION

Parcel 1, Outlot 1 and Part of Outlot 2 of Certified Survey Map 9757 recorded in the Office of the Register of Deeds for Waukesha County, Wisconsin on 4-8-04 in Volume 90 of Certified Survey Maps, at Page 139, as Document No. 3146899, being a part of the SE 1/4 of the NW 1/4 and the SW 1/4 of the NE 1/4 of Section 20, Township 7 North, Range 19 East, in the City of Pewaukee, Waukesha County, Wisconsin described as follows:

Commencing at the SW corner of the NW 1/4 of Section 20, T 7 N, R 19 E, N 89°09'21" E 2573.88 feet along the South line of the NW 1/4 of Section 20, T 7 N, R 19 E, to the place of beginning; thence N 00°16'48" W 103.92 feet; thence S 88°42'54" W 616.02 feet; thence N 00°50'00" W 242.84 feet; thence S 89°09'21" W 395.85 feet; thence N 09°17'55" W 342.47 feet; thence N 89°43'04" E 730.82 feet; thence N 50°40'56" E 142.90 feet; thence N 31°19'31" E 152.64 feet; thence N 89°43'04" E 180.00 feet; thence N 00°16'56" W 200.00 feet to the South right of way line of Milkweed Lane; thence N 89°43'04" E 46.15 feet along the South right of way line of Milkweed Lane; thence N 00°16'13" W 60.00 feet; thence N 89°43'04" E 22.20 feet; thence Southeasterly 240.80 feet along an arc of a curve whose radius of 330.00 feet lies to the South, said arc has a chord which bears S 69°22'41" E 235.49 feet; thence S 48°28'26" E 56.42 feet; thence Southeasterly 54.92 feet along an arc of a curve whose radius of 270.00 feet. Said arc has a chord which bears S 54°18'03" E 54.82 feet; thence S 60°07'39" E 164.28 feet; thence S 30°03'55" W 54.80 feet thence Southwesterly 222.38 feet along an arc of a curve whose radius of 530.00 feet lies to the Northwest, said arc has a chord which bears S 42°05'07" W 220.75 feet; thence S 54°06'19" W 139.21 feet; thence S 35°53'41" E 283.74 feet thence S 00°53'46" E 229.91 feet; thence N 89°06'14" E 64.55 feet; thence S 00°51'06" E 157.74 feet; thence S 89°09'07" W 415.09 feet; thence S 89°09'21" W 80.00 feet to the place of beginning. Said lands contains 23.01 acres more or less. Excepting road dedications for Fieldhack Dr. and Milkweed La.

004333 SEP 24 E

3515164

REGISTER'S OFFICE
WAUKESHA COUNTY, WI
RECORDED ON

09-24-2007 11:45 AM

MICHAEL J. HASSLINGER
REGISTER OF DEEDS

REC. FEE: 26.00
REC. FEE-CO: 5.00
REC. FEE-ST: 2.00
TRAN. FEE:
TRAN. FEE-STATE:
PAGES: 12



WC3515164-012

DOCUMENT NO.

SECOND EXPANSION ADDENDUM TO
MEADOWBROOK VILLAGE CONDOMINIUMS
(PHASE III) AND THIRD AMENDMENT
TO DECLARATION OF MEADOWBROOK
VILLAGE CONDOMINIUMS

THIS SECOND EXPANSION TO MEADOWBROOK
VILLAGE CONDOMINIUMS (PHASE III) AND THIRD
AMENDMENT TO DECLARATION OF MEADOWBROOK
VILLAGE CONDOMINIUMS ("Expansion and Amendment") is
made as of the 21 day of September, 2007, by Meadowbrook
Village, LLC, a Wisconsin limited liability company ("Declarant").

WITNESSETH:

WHEREAS, Declarant executed that Declaration of
Meadowbrook Village Condominiums recorded as Document No.
3218688, in the Office of the Register of Deeds for Waukesha
County on November 1, 2004, amended with the First
Amendment to Declaration of Meadowbrook Village
Condominiums recorded as Document No. 3270191 on April 26,
2005, and amended and expanded with the First Expansion Addendum
to Meadowbrook Village Condominiums (Phase II) and Second
Amendment to Declaration of Meadowbrook Village Condominiums
recorded as Document No. 3380642 on April 24, 2006 (the
"Declaration"), submitting the property ("Property")
set forth in such Declaration and described on the attached Exhibit A,
which is incorporated herein by reference, to the condominium form of
ownership; and

WHEREAS, Declarant, in Section XVI of the Declaration, reserved the option to expand
Meadowbrook Village Condominiums ("Condominium"); and

WHEREAS, Declarant, in Section 4.2 of the Declaration, set forth a description of the
condominium Units, indicating that each Unit is to be identified by a number as described on the
Plat of Survey of Meadowbrook Village Condominiums ("Plat"); and

WHEREAS, Declarant now desires to amend the Declaration in order to expand the
Condominium, clarify and amend the address of certain condominium Units in accordance with
this Expansion and Amendment:

NOW, THEREFORE, the Declaration is expanded and amended as follows:

1. The Condominium and Property shall be expanded and amended to include the
property described on Exhibit B attached hereto ("Additional Property").
2. The Plat shall be amended to include the Additional Property, and the
condominium plat of survey recorded simultaneously with this Amendment and Expansion, a

THIS SPACE RESERVED FOR RECORDING DATA

NAME AND RETURN ADDRESS
Attorney Susan C. Sorrentino
Godfrey & Kahn, S.C.
N21 W23350 Ridgeview Pkwy.
Waukesha, WI 53188

Parcel Identification Number:

copy of which is attached hereto as Exhibit C, shall supplement the Plat recorded with the Declaration and shall be deemed a part of such Plat. The attached condominium plat of survey depicts the Additional Property as "Phase III".

3. The total number of Units added to the Condominium pursuant to this Expansion and Amendment is 28 Units. The Condominium is amended to consist, as of the date hereof, of 119 Units. The Common Elements shall be as shown on the Plat, as supplemented by the condominium plat of survey for the Additional Property.

4. The Units in the condominium added pursuant to this Expansion and Amendment are identified as follows:

<u>Building</u>	<u>Address</u>	<u>Unit Number</u>
Building 14	N17 W26475 Meadowgrass Circle	14 - 1
Building 14	N17 W26475 Meadowgrass Circle	14 - 2
Building 14	N17 W26475 Meadowgrass Circle	14 - 3
Building 14	N17 W26475 Meadowgrass Circle	14 - 4
Building 14	N17 W26475 Meadowgrass Circle	14 - 5
Building 14	N17 W26475 Meadowgrass Circle	14 - 6
Building 14	N17 W26475 Meadowgrass Circle	14 - 7
Building 15	N17 W26433 Meadowgrass Circle	15 - 1
Building 15	N17 W26433 Meadowgrass Circle	15 - 2
Building 15	N17 W26433 Meadowgrass Circle	15 - 3
Building 15	N17 W26433 Meadowgrass Circle	15 - 4
Building 15	N17 W26433 Meadowgrass Circle	15 - 5
Building 15	N17 W26433 Meadowgrass Circle	15 - 6
Building 15	N17 W26433 Meadowgrass Circle	15 - 7
Building 16	N16 W26420 Meadowgrass Circle	16 - 1
Building 16	N16 W26420 Meadowgrass Circle	16 - 2
Building 16	N16 W26420 Meadowgrass Circle	16 - 3
Building 16	N16 W26420 Meadowgrass Circle	16 - 4
Building 16	N16 W26420 Meadowgrass Circle	16 - 5
Building 16	N16 W26420 Meadowgrass Circle	16 - 6
Building 16	N16 W26420 Meadowgrass Circle	16 - 7

Building 17	N16 W26460 Meadowgrass Circle	17 - 2
Building 17	N16 W26460 Meadowgrass Circle	17 - 3
Building 17	N16 W26460 Meadowgrass Circle	17 - 4
Building 17	N16 W26460 Meadowgrass Circle	17 - 5
Building 17	N16 W26460 Meadowgrass Circle	17 - 6
Building 17	N16 W26460 Meadowgrass Circle	17 - 7

5. This Amendment and Expansion is not intended to be the only expansion of the Condominium. As set forth in the Declaration, the Condominium may be expanded further.

6. The Allocated Interest of each Unit is as set forth in the Declaration and Bylaws.

7. Declarant hereby reserves a perpetual non-exclusive easement for itself and its successors, assigns, employees, agents and representatives on, over and through the Additional Property, including access over the Common Elements, private roadways, drives and pathways for pedestrian and vehicular ingress and egress and for purposes of utilities into and from any and all portions of the Condominium and the Additional Property and for construction or renovation on the Property or the Additional Property or any other related purposes. Each Unit Owner hereby acknowledges that by accepting a deed to a Unit that it agrees to such easements and each Unit Owner hereby acknowledges that the activities of the Declarant may temporarily impair the view and cause inconvenience to the Unit Owners.

8. The building floor plans for the Additional Property are the same as set forth in Exhibit C of the Declaration.

9. Capitalized terms not defined herein shall have the meaning ascribed to them in the Declaration.

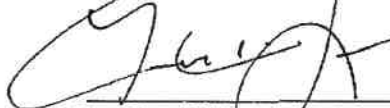
10. Except as amended herein, the Declaration shall remain unamended and in full force and effect.

Signature appears on next page.

004336 SEP 24 5

IN WITNESS WHEREOF, the undersigned has executed this Expansion and Amendment as of the date first above written.

MEADOWBROOK VILLAGE, LLC



By: Fred H. Loeb, its Managing Member

STATE OF WISCONSIN)
COUNTY OF Ozaukee) SS

Personally came before me this 21 day of September, 2007, the above named Fred H. Loeb, as the Managing Member of Meadowbrook Village, LLC, and to me known to be the person who executed the foregoing instrument in and acknowledged the same.


Notary Public, State of Wisconsin
My Commission: Expires 8/24/08

This instrument drafted by:
Susan C. Sorrentino
Godfrey & Kahn, S.C.
N21 W23350 Ridgeview Pkwy.
Waukesha, WI 53188
(262) 951-7000

CONSENT OF MORTGAGEE

The undersigned, holder of a first mortgage encumbering the Property as of the date first set forth above, hereby consents to the foregoing Expansion and Second Amendment to Declaration of Meadowbrook Village Condominiums.

OZAUKEE BANK

Alan Katz By:
VICE PRESIDENT Its:

STATE OF WISCONSIN)
) SS
COUNTY OF MILWAUKEE)

Personally came before me this 21 day of September, 2007, the above named Alan Katz, as the Vice President of Ozaukee Bank, and to me known to be the person who executed the foregoing instrument in and acknowledged the same in such capacities.

Walter J. Key
Notary Public, State of Wisconsin
My commission: 2/17/08

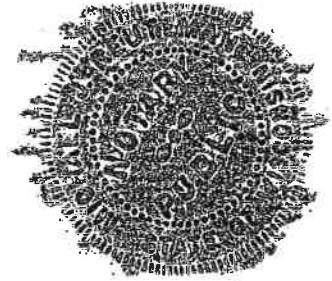


EXHIBIT ALEGAL DESCRIPTION OF PROPERTY

MEADOWBROOK VILLAGE CONDOMINIUMS (PHASES I AND II)

PARCEL 1, OUTLOT 1, PART OF PARCEL 2 AND PART OF OUTLOT 2 OF CERTIFIED SURVEY MAP 9757 RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR WAUKESHA COUNTY, WISCONSIN, ON APRIL 8, 2004 IN VOLUME 90 OF CERTIFIED SURVEY MAPS, AT PAGE 139, AS DOCUMENT NO. 3146899 BEING A PART OF THE SE 1/4 OF THE NW 1/4 AND THE SW 1/4 OF THE NE 1/4 OF SECTION 20, TOWNSHIP 7 NORTH, RANGE 19 EAST, IN THE CITY OF PEWAUKEE, WAUKESHA COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SW CORNER OF THE NW 1/4 OF SECTION 20, T 7 N, R 19 E, THENCE N 89°09'21" E, 2573.88 FEET ALONG THE SOUTH LINE OF THE NW 1/4 OF SECTION 20, T 7 N, R 19 E TO THE PLACE OF BEGINNING OF THE LANDS TO BE DESCRIBED; THENCE N 00°16'48" W, 103.92 FEET; THENCE S 88°42'54" W, 616.02 FEET; THENCE N 00°50'00" W, 242.84 FEET; THENCE S 89°09'21" W, 395.85 FEET; THENCE N 09°17'55" W, 342.47 FEET; THENCE N 89°43'04" E, 730.82 FEET; THENCE N 50°40'56" E, 142.90 FEET; THENCE N 31°19'31" E, 152.64 FEET; THENCE N 89°43'04" E, 180.00 FEET; THENCE N 00°16'56" W, 200.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF MILKWEED LANE; THENCE N 89°43'04" E, 46.16 FEET ALONG THE SOUTH RIGHT OF WAY LINE OF MILKWEED LANE; THENCE N 00°16'13" W, 60.00 FEET; THENCE N 89°43'04" E, 22.20 FEET; THENCE SOUTHEASTERLY 240.80 FEET ALONG AN ARC OF A CURVE WHOSE RADIUS OF 330.00 FEET LIES TO THE SOUTH, SAID ARC HAS A CHORD WHICH BEARS S 69°22'41" E, 235.49 FEET; THENCE S 48°28'26" E, 56.42 FEET; THENCE SOUTHEASTERLY 54.92 FEET ALONG AN ARC OF A CURVE WHOSE RADIUS OF 270.00 FEET LIES TO THE NORTH, SAID ARC HAS A CHORD WHICH BEARS S 54°18'03" E, 54.82 FEET; THENCE S 60°07'39" E, 164.28 FEET; THENCE S 30°03'55" W, 54.80 FEET; THENCE SOUTHWESTERLY 222.38 FEET ALONG AN ARC OF A CURVE WHOSE RADIUS OF 530.00 FEET LIES TO THE NORTHWEST, SAID ARC HAS A CHORD WHICH BEARS S 42°05'07" W, 220.75 FEET; THENCE S 54°06'19" W, 32.82 FEET; THENCE S 35°53'41" E, 185.84 FEET; THENCE N 54°06'19" E, 16.48 FEET; THENCE S 35°53'41" E, 115.00 FEET; THENCE S 21°23'15" W, 78.17 FEET; THENCE S 48°31'13" E, 55.00 FEET; THENCE S 00°53'46" E, 165.00 FEET; THENCE N 89°06'14" E, 284.80 FEET; THENCE S 00°26'01" W, 34.53 FEET; THENCE N 89°06'14" E, 22.89 FEET; THENCE S 00°53'46" E, 135.49 FEET TO A POINT ON THE SOUTH LINE OF THE NE 1/4 OF SAID SECTION 20; THENCE S 89°09'07" W ALONG SAID SOUTH LINE, 779.01 FEET TO THE SOUTHWEST CORNER OF THE NE 1/4 OF SAID SECTION 20; THENCE S 89°09'21" W ALONG THE SOUTH LINE OF THE NW 1/4 OF SAID SECTION 20, 80.00 FEET TO THE PLACE OF BEGINNING. SAID LANDS CONTAINS 25.82 ACRES MORE OR LESS. EXCEPTING ROAD DEDICATIONS FOR FIELDHACK DRIVE AND MILKWEED LANE.

EXHIBIT BLEGAL DESCRIPTION OF ADDITIONAL PROPERTYSECOND EXPANSION ADDENDUM TO
MEADOWBROOK VILLAGE CONDOMINIUMS PHASE III

PART OF PARCEL 2 OF CERTIFIED SURVEY MAP 9757 RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR WAUKESHA COUNTY, WISCONSIN ON 4-8-04 IN VOLUME 90 OF CERTIFIED SURVEY MAPS, AT PAGE 139, AS DOCUMENT NO. 3146899 BEING A PART OF THE SE 1/4 OF THE NW 1/4 AND THE SW 1/4 OF THE NE 1/4 OF SECTION 20, TOWNSHIP 7 NORTH, RANGE 19 EAST, IN THE CITY OF PEWAUKEE, WAUKESHA COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SECTION 20, T 7 N, R 19 E, THENCE S 00°16'13" E, 2639.05 FEET TO THE SOUTHWEST CORNER OF NORTHEAST 1/4 OF SECTION 20, T 7 N, R 19 E; THENCE N 89°09'07" E, 779.01' ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 20, T 7 N, R 19 E; THENCE N 00°53'46" W, 135.49 FEET; THENCE S 89°06'14" W, 22.89 FEET; THENCE N 00°26'01" E, 34.53 FEET TO THE PLACE OF BEGINNING; THENCE CONTINUING N 00°26'01" E, 260.57 FEET; THENCE S 89°33'41" W, 156.50 FEET; THENCE N 66°31'30" W, 139.38 FEET; THENCE S 21°23'15" W, 126.65 FEET; THENCE S 48°31'13" E, 55.00 FEET; THENCE S 00°53'46" E, 165.00 FEET; THENCE N 89°06'14" E, 284.80 FEET TO THE PLACE OF BEGINNING. SAID LANDS CONTAINING 82,020 SQ. FT., (1.88 AC.), MORE OR LESS.

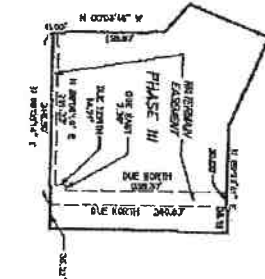
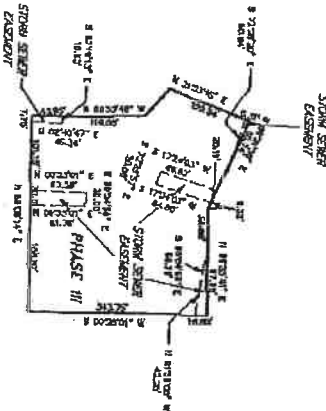
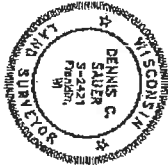
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EXHIBIT C

PLAT ADDENDUM

See Attached

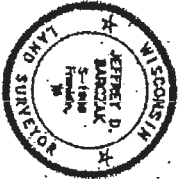
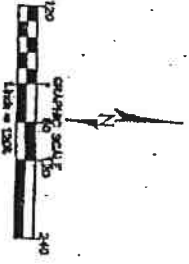
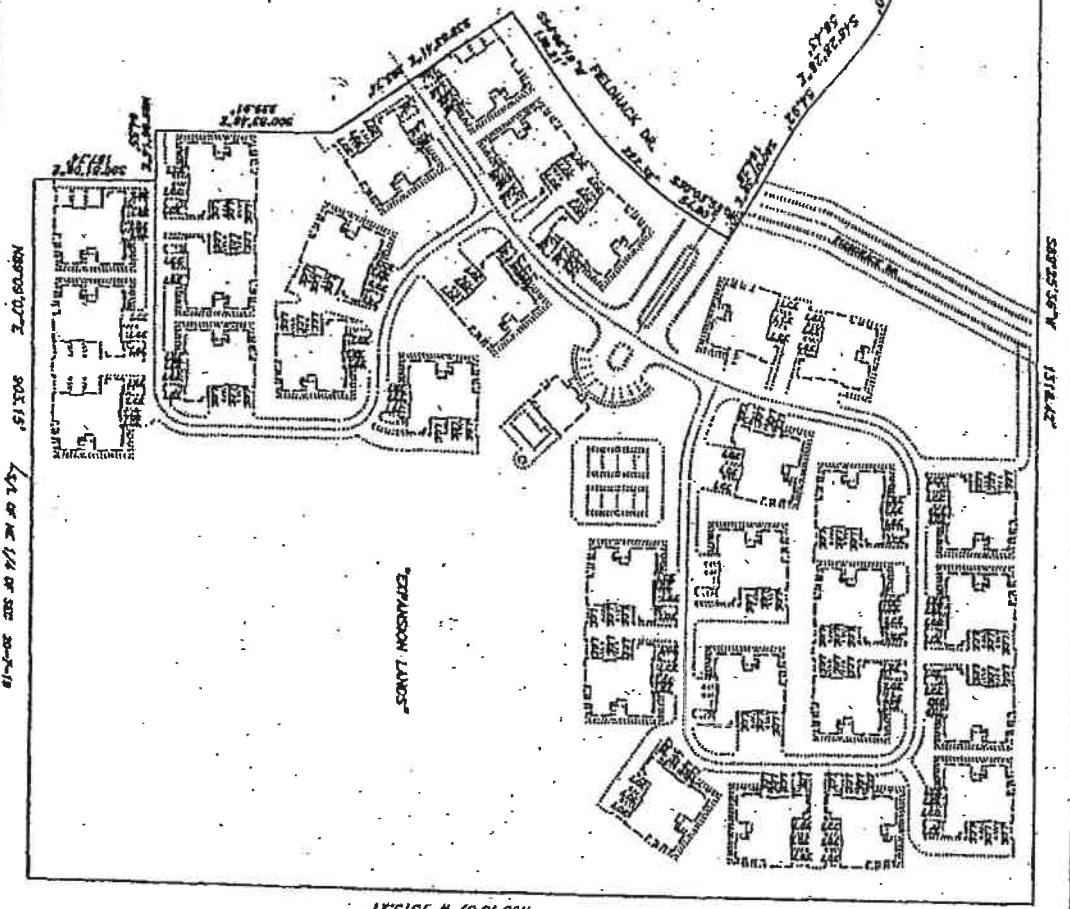
SECOND EXPANSION ADDENDUM TO
MEADOWBROOK
VILLAGE CONDOMINIUMS (PHASE III)
THE CITY OF MENAUGE, WAUKESHA COUNTY,
WISCONSIN.



EASEMENTS EXHIBITS

MEADOWBROOK VILLAGE
CONDOMINIUMS

LEGAL DESCRIPTION OF MEADOWBROOK VILLAGE CONDOMINIUMS
BEING A PART OF THE SE 1/4 OF THE NW 1/4
AND THE SW 1/4 OF THE NE 1/4 OF SECTION
20, T7 N, R 19 E, IN THE CITY OF PEARLDALE,
WISCONSIN.



158°03'07\"

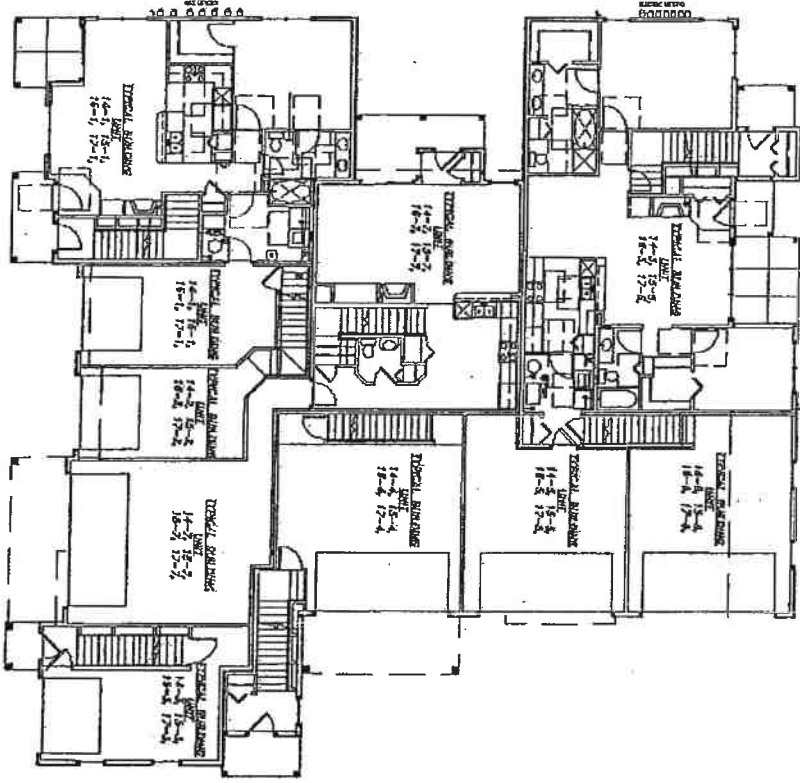
SHEET 2 OF 3

SECOND EXPANSION ADDENDUM TO
MEADOWBROOK
VILLAGE CONDOMINIUMS (PHASE III)
THE CITY OF DEVALETT, WALKERSLA COUNTY,
WISCONSIN.

UNIT TYPE	UNIT AREA CALCULATIONS	SOURCE PROVIDED
1	50' x 50' 0"	500
2	28' 0" x 17' 0"	476
3	28' 0" x 17' 0"	476
4	24' 0" x 11' 0"	264
5	24' 0" x 11' 0"	264
6	24' 0" x 11' 0"	264
7	24' 0" x 11' 0"	264
8	24' 0" x 11' 0"	264
9	24' 0" x 11' 0"	264
10	24' 0" x 11' 0"	264
11	24' 0" x 11' 0"	264
12	24' 0" x 11' 0"	264
13	24' 0" x 11' 0"	264
14	24' 0" x 11' 0"	264
15	24' 0" x 11' 0"	264
16	24' 0" x 11' 0"	264
17	24' 0" x 11' 0"	264
18	24' 0" x 11' 0"	264
19	24' 0" x 11' 0"	264
20	24' 0" x 11' 0"	264
21	24' 0" x 11' 0"	264
22	24' 0" x 11' 0"	264
23	24' 0" x 11' 0"	264
24	24' 0" x 11' 0"	264
25	24' 0" x 11' 0"	264
26	24' 0" x 11' 0"	264
27	24' 0" x 11' 0"	264
28	24' 0" x 11' 0"	264
29	24' 0" x 11' 0"	264
30	24' 0" x 11' 0"	264
31	24' 0" x 11' 0"	264
32	24' 0" x 11' 0"	264
33	24' 0" x 11' 0"	264
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65	24' 0" x 11' 0"	264
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88	24' 0" x 11' 0"	264
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91	24' 0" x 11' 0"	264
92	24' 0" x 11' 0"	264
93	24' 0" x 11' 0"	264
94	24' 0" x 11' 0"	264
95	24' 0" x 11' 0"	264
96	24' 0" x 11' 0"	264
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99	24' 0" x 11' 0"	264
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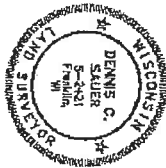
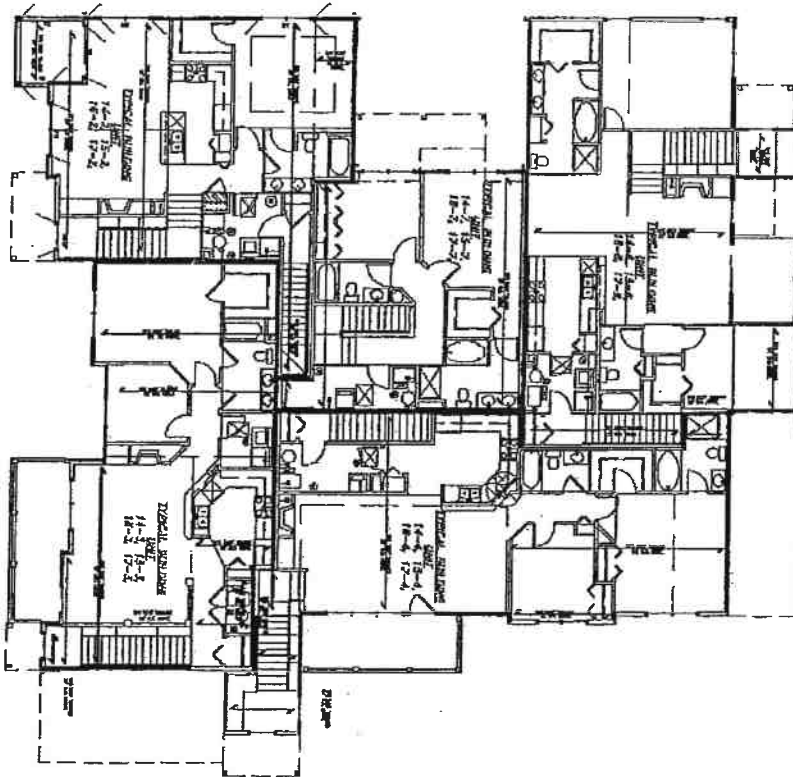


Main Floor Assembly Plan



004344 SEP 24 5

SECOND EXPANSION ADDENDUM TO
MEADOWBROOK
VILLAGE CONDOMINIUMS (PHASE III)
THE CITY OF FENNER, WISCONSIN COUNTY,
WISCONSIN.



Upper Floor Assembly Plan

SHEET 4 OF 4

THE CITY OF PEWAUKEE, WAUKESHA COUNTY, WISCONSIN.

LEGAL DESCRIPTION THIRD EXPANSION ADDENDUM TO MEADOWBROOK VILLAGE CONDOMINIUMS
PHASE IV:

Part of Parcel 2 of Certified Survey Map No. 8757 recorded in the office of the register of Deeds for Waushara County, Wisconsin on 4/08/04 in Volume 90 of Certified Survey Maps, at Page 133, as Document No. 314689 99 and other lands, being a part of the Southwest 1/4 of the Northeast 1/4 of Section 20, Township 7 North, Range 19 East, in the City of Pewaukee, Waushara County, Wisconsin, all bounded and described as follows:

Commencing at the Northwest corner of said 1/4 Section; thence South 07°18'13" East 2639.05 feet to the Southwest corner of said 1/4 Section; thence North 89°09'07" East along the South line of said 1/4 Section a distance of 778.01 feet to a point; thence North 07°52'45" West 135.43 feet to a point; thence South 89°08'14" West 22.89 feet to a point; thence North 07°26'01" East 235.10 feet to the point of beginning of lands to be described here; thence South 89°33'41" West 156.00 feet to a point; thence North North 59°31'30" West 139.38 feet to a point; thence South 121°23'15" West 48.43 feet to a point; thence North 39°53'41" West 116.00 feet to a point; thence South 54°35'18" West 18.48 feet to a point; thence North 39°53'41" West 163.64 feet to a point; thence North 34°01'10" East 32.62 feet to a point; thence Northeasterly along an arc of a circle whose center lies to the Northeast of said point and whose radius bears 38°00'00" East 220.75 feet to a point; thence North 10°30'45" East 54.80 feet to a point; thence North 29°03'45" East 166.25 feet to a point; thence North 121°56'41" East 75.00 feet to a point; thence South 89°52'30" East 102.32 feet to a point; thence South 07°03'11" West 112.28 feet to a point; thence South 89°52'41" West 161.52 feet to a point; thence South 07°03'11" West 152.89 feet to the point of beginning.

Said land contains 78,314 square feet or 4.0935 acres.

Common elements are all areas within the Condominium other than the units.

As provided in Section 11.1(d) of the Declaration, the defendant has the sole right to determine the location, size, quality and other similar features of the expansion projects, including without limitation the Limited Common Elements, the General Common Elements and the other areas.

United Common Element — refer to Section 4.3 of the Declaration of Condominium for a complete list of the United Common Elements.

Stephen C. Matthews, as hereby certified, I have surveyed the above described property and that this survey is an accurate representation of the exterior boundary lines and the location of the buildings and improvements constructed or to be constructed on the property.

While Condemnation plot is a correct representation of THIRD EXPANSION AGGREGATE TO HEADWORKER 'PLACE CONDOCUMELUS' (PHASE 3) as proposed at this date heretofore and the identification and proposed location of each unit and the Common Elements can be determined from the plot, the unhelpful water/water intake no certification as to the accuracy of the determinable floor plans of Condemnation building(s) and units contained in the plot and its associated dimensions and floor areas were.

529 REGISTER OF DEEDS
JACKSON COUNTY, MI
RECORDED ON

R.A. Smith National, Inc.

**Beyond Surveying
and Engineering**

Page 5 Date 1751-1754

THE UNIVERSITY OF CHICAGO

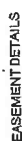
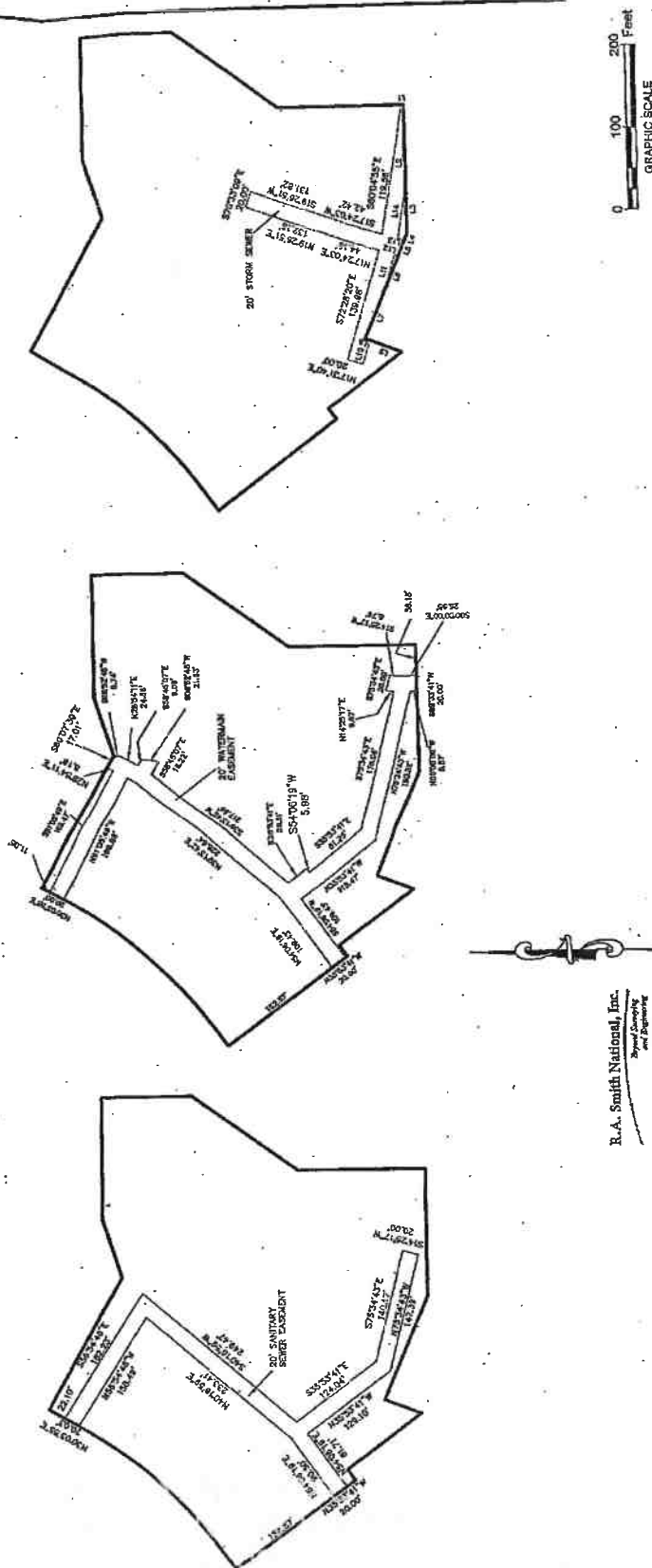
THE UNIVERSITY OF CHICAGO

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Figure 1

1

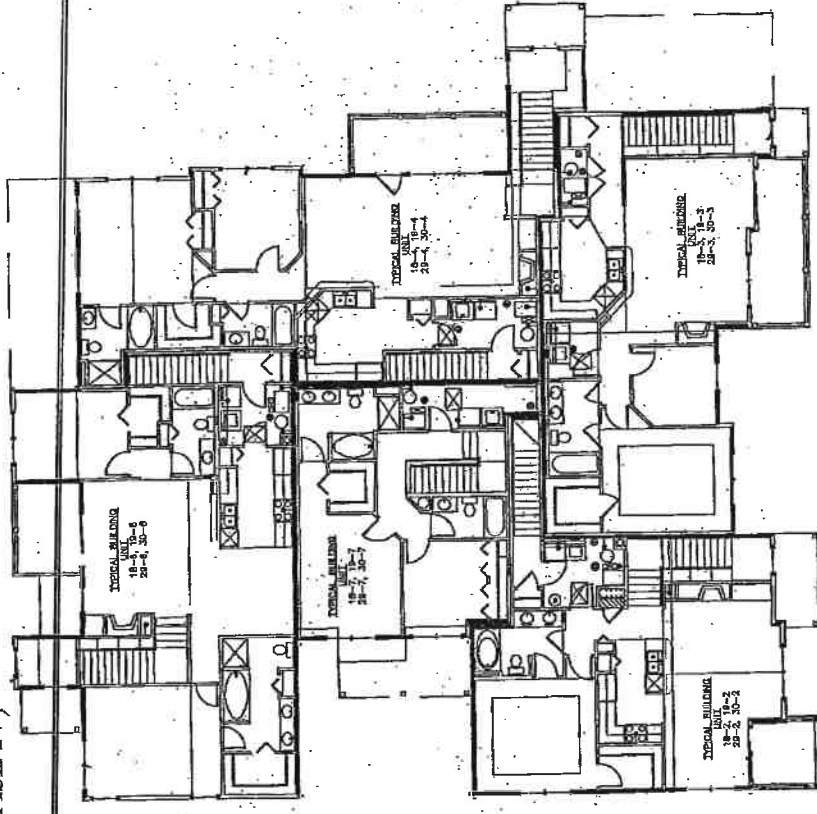
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R.A. Smith National, Inc.
Beyond Sampling
and Engineering

1764

THIRD EXPANSION ADDENDUM TO MEADOWBROOK
VILLAGE CONDOMINIUMS PLAT (PHASE IV)
THE CITY OF PEWAUKEE, WAUKESHA COUNTY, WISCONSIN.



R.A. Smith National, Inc.
Professional Surveying
and Engineering
10000 W. Center Road, Suite 100
Pewaukee, WI 53072-1000
Phone: (262) 555-1000
Fax: (262) 555-1001
www.raftsmith.com

Upper Floor Assembly Plan

DOCUMENT NO.

(45)

FOURTH AMENDMENT
TO DECLARATION OF MEADOWBROOK
VILLAGE CONDOMINIUMS (PHASE IV)

THIS FOURTH SUPPLEMENT TO DECLARATION OF MEADOWBROOK VILLAGE CONDOMINIUMS (the "Fourth Supplement") is made as of the 28th day of August, 2014, by Meadowbrook Village, LLC, a Wisconsin limited liability company ("Declarant").

WITNESSETH:

WHEREAS, Declarant executed the Declaration of Meadowbrook Village Condominiums which was recorded on November 1, 2004 in the Waukesha County Register of Deeds' Office as Document No. 3218688, as subsequently amended by that certain First Amendment to Declaration of Meadowbrook Village Condominiums recorded on April 26, 2005 in the Waukesha County Register of Deeds' Office as Document No. 3270191; as subsequently amended and expanded by that certain First Expansion Addendum to Meadowbrook Village Condominiums (Phase II) and Second Amendment to Declaration of Meadowbrook Village Condominiums recorded on April 24, 2006 in the Waukesha County Register of Deeds' Office as Document No. 3380642; as amended by Affidavit of Correction recorded on August 10, 2006 in the Waukesha County Register of Deeds' Office as Document No. 3411037; and further amended and expanded by that certain Second Expansion Addendum to Meadowbrook Village Condominiums (Phase III) and Third Amendment to Declaration of Meadowbrook Village Condominiums recorded on September 24, 2007 in the Waukesha County Register of Deeds' Office as Document No. 3515164; as amended by Affidavit of Correction recorded on November 21, 2007 in the Waukesha County Register of Deeds' Office as Document No. 3528193 and as amended by Affidavit of Correction recorded on November 30, 2007 in the Waukesha County Register of Deeds' office as Document No. 3529872 (collectively, the "Declaration"), submitting the property (the "Property") set forth in such Declaration and described on the attached Exhibit A, which is incorporated herein by reference, to the condominium form of ownership; and

WHEREAS, Declarant, in Section XVI of the Declaration, reserved the option to expand Meadowbrook Village Condominiums (the "Condominium"); and

WHEREAS, Declarant, in Section 4.2 of the Declaration, set forth a description of the condominium Units, indicating that each Unit is to be identified by a number as described on the Plat of Survey of Meadowbrook Village Condominiums recorded on November 1, 2004 in the Waukesha County Register of Deeds' Office as Document No. 3218683 which was subsequently amended by the First Expansion Addendum to Plat recorded on April 24, 2006 in the Waukesha County Register of Deeds' Office as Document No. 3380641 and the Second Expansion Addendum to Plat recorded on September 24, 2007 in the Waukesha County Register of Deeds' Office as Document No. 3515163 (collectively, the "Plat"); and

WHEREAS, Declarant now desires to amend the Declaration in order to expand the Condominium to include the property described on the attached Exhibit B which is incorporated

4102630

REGISTER OF DEEDS
WAUKESHA COUNTY, WI
RECORDED ON

September 30, 2014 02:07 PM
James R Behrend
Register of Deeds

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

Book Page:-



THIS SPACE RESERVED FOR RECORDING DATA

NAME AND RETURN ADDRESS

Mark E. O'Neill
Godfrey & Kahn, S.C.
780 N. Water Street
Milwaukee, WI 53202

PWC 0941-988-073 and PWC 0941-988-074

Parcel Identification Number:

pd
30
12

herein by this reference (the "Additional Property") terminate the expansion and contraction rights as to the property described on the attached Exhibit C which is incorporated herein by this reference (the "Remainder Property") and to reiterate the reservation of the rights and easements set forth in Section 16.1(h) of the Declaration.

NOW, THEREFORE, the Declaration is expanded and amended as follows:

1. Expansion of Condominium. The Condominium and Property are hereby expanded and amended to include the Additional Property.

2. Amendment to Plat. The Plat is hereby amended to include the Additional Property. The Third Expansion Addendum to Meadowbrook Village Condominiums Plat (Phase IV) (the "Third Addendum to Plat") recorded on or about the same date as this Fourth Supplement, shall supplement the Plat and shall be deemed a part of such Plat. The Third Addendum to the Plat depicts the Additional Property as "Phase IV."

3. Total Units; Voting Rights. The total number of Units added to the Condominium pursuant to this Fourth Supplement is 28 Units. The Condominium is amended to consist, as of the date hereof, of 147 Units. The Common Elements shall be as shown on the Plat, as supplemented by the Third Addendum to Plat. The voting rights of each Unit shall continue to be as set forth in the Declaration; that is, each Unit Owner shall have one vote for each Unit owned.

4. Additional Units. The Units in the Condominium added pursuant to this Fourth Supplement are identified as follows:

<u>Building</u>	<u>Unit Number</u>
Building 18	18 - 1
Building 18	18 - 2
Building 18	18 - 3
Building 18	18 - 4
Building 18	18 - 5
Building 18	18 - 6
Building 18	18 - 7
Building 19	19 - 1
Building 19	19 - 2
Building 19	19 - 3
Building 19	19 - 4
Building 19	19 - 5
Building 19	19 - 6
Building 19	19 - 7

<u>Building</u>	<u>Unit Number</u>
Building 29	29 - 1
Building 29	29 - 2
Building 29	29 - 3
Building 29	29 - 4
Building 29	29 - 5
Building 29	29 - 6
Building 29	29 - 7
Building 30	30 - 1
Building 30	30 - 2
Building 30	30 - 3
Building 30	30 - 4
Building 30	30 - 5
Building 30	30 - 6
Building 30	30 - 7

5. Easements over Additional Property. Declarant hereby reserves a perpetual non-exclusive easement for itself and its successors, assigns, employees, agents and representatives on, over and through the Additional Property, including access over the Common Elements, private roadways, drives and pathways for pedestrian and vehicular ingress and egress and for purposes of utilities into and from any and all portions of the Condominium and the Additional Property and for construction or renovation on the Property or the Additional Property or any other related purposes. Each Unit Owner hereby acknowledges that by accepting a deed to a Unit that it agrees to such easements.

6. Termination of Expansion Option. The option to expand the Condominium to include the Remainder Property is hereby terminated. This Fourth Supplement and the expansion of the Condominium to include the Additional Property as described herein is intended to be the final expansion of the Condominium. The Condominium may not be expanded further.

7. Continued Reservation of Rights and Easements by Declarant as Owner of Remainder Property including Easement over Meadowgrass Circle. As stated in Section 16.1(h) of the Declaration, the Declarant specifically reserves the rights and easements set forth in Section 7 of the Declaration which benefit Declarant, its successors and assigns, and shall continue to benefit the Remainder Property, its owner and their successors and assigns, including, but not limited to, the pedestrian and vehicular ingress, egress and access easements over all private and common roads, driveways, pathways and walkways within the Condominium (including, but not limited to, the ingress-egress easement over Meadowgrass Circle to access Fieldhack Drive over the area that includes the land described on the attached Exhibit D); the Declarant's Easements; the easement to facilitate sales; the utility easements; and all other easements described in Sections 7.1 through 7.10, inclusive, of the Declaration.

8. Recreational Facilities; Easement to Remainder Property for Use of Recreational Facilities and Joint Operating Agreement Related Thereto. The Common Elements are hereby expanded to include the Additional Property. The clubhouse building, swimming pool and

tennis courts located on the Additional Property are hereby deemed to collectively be the "Recreational Facilities" described in Section 17.1 of the Declaration. As provided in such Section 17.1, the cost of the administration, utilities, insurance, real estate taxes, repair, maintenance and all other expenses related to the Recreational Facilities (collectively, the "Recreational Facility Costs") shall be included in and be considered part of the Common Expenses and be paid by the Association in accordance with the Declaration. Section 16.1(c) of the Declaration gives the Declarant the right to create such other easements as may be necessary and desirable in connection with the expansion of the Condominium or termination of such expansion rights. Since the expansion of the Remainder Property as originally contemplated in the Declaration would have permitted the Unit Owners of all Units on the Remainder Property to use the Recreational Facilities, Declarant desires to create and hereby grants and reserves for the owner of the Remainder Property, its successors, assigns, and all occupants and tenants of the Remainder Property, their successors and assigns, an easement to use the Recreational Facilities on the terms described in this Section. Therefore, if additional condominiums, apartments, duplexes, single-family homes or multi-family homes are built on the Remainder Property in the future, such additional units and all occupants thereof shall have the non-exclusive right to use the Recreational Facilities for the purpose for which they are intended and in accordance with rules established by the Condominium and shall share in the Recreational Facility Costs on an equitable basis such that the occupant of each constructed living unit (i.e. each condominium unit, apartment unit, single family home or single family unit within a multi-family home or duplex) on the Additional Property and each Unit owner in the Condominium shall pay an equal percentage of such Recreational Facility Costs. In connection with any future development of the Remainder Property, the Association and the owner of the Remainder Property shall, upon the request of either of them, execute such other joint operating agreement or document detailing their rights and responsibilities with respect to the Recreational Facilities as contemplated hereunder.

9. Allocated Interest. The Allocated Interest of each Unit is as set forth in the Declaration and Bylaws. In particular, Section 5.2 of the Declaration sets forth the basis of the determination of the Allocated Interest upon termination of the right to expand the Condominium.

10. Floor Plans. The building floor plans for the Additional Property are set forth on sheets 3 and 4 of the Third Addendum to Plat.

11. Capitalized Terms. Capitalized terms not defined herein shall have the meanings ascribed to them in the Declaration.

12. No Other Changes. Except as amended herein, the Declaration shall remain unamended and in full force and effect.

[Signatures on next page]

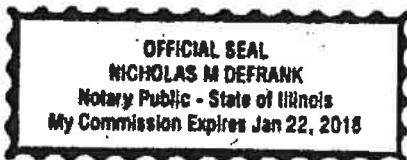
Executed as of the date first above written.

MEADOWBROOK VILLAGE, LLC

By: [Signature]
Name: DAVID NANKIN
Title: Agent and Authorized Signatory

STATE OF ILLINOIS)
COUNTY OF Cook) SS

Personally came before me this 29th day of August, 2014, the above named David Nankin, as an agent and authorized signatory of Meadowbrook Village, LLC, and to me known to be the person who executed the foregoing instrument in such capacity and acknowledged the same.



Nicholas M. DeFrank
* [Signature]
Notary Public, State of Illinois
My Commission: expires 01/22/2018

This instrument drafted by:
Mark E. O'Neill
Godfrey & Kahn, S.C.
780 N. Water Street
Milwaukee, WI 53202
(262) 951-7000

CONSENT OF MORTGAGEE

The undersigned, holder of a mortgage encumbering the Additional Property (defined above) and Remainder Property (defined above), hereby consents to (a) the foregoing Fourth Supplement to Declaration of Meadowbrook Village Condominiums (Phase IV) and (b) the Third Expansion Addendum to Meadowbrook Village Condominiums Plat (Phase IV).

Dated as of the 16th day of September, 2014.

ROBERT A. BERNSTEIN 2011 TRUST

By: [Signature]
Robert A. Bernstein, Trustee

STATE OF New York)
) SS
COUNTY OF New York)

Personally came before me this 16th day of September, 2014, the above named Robert A. Bernstein, as the Trustee of the Robert A. Bernstein 2011 Trust, and to me known to be the person who executed the foregoing instrument in such capacity and acknowledged the same.

[Signature]
* Mary Brigid McCarthy
Notary Public, State of New York
My commission: expires 8/28/2018

MARY BRIGID MCCARTHY
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01MC6047428
Commission Expires Aug. 28, 2018

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY -
MEADOWBROOK VILLAGE CONDOMINIUMS PHASES I, II AND III

MEADOWBROOK VILLAGE CONDOMINIUMS (PHASES I AND II)

PARCEL 1, OUTLOT 1, PART OF PARCEL 2 AND PART OF OUTLOT 2 OF CERTIFIED SURVEY MAP 9757 RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR WAUKESHA COUNTY, WISCONSIN, ON APRIL 8, 2004 IN VOLUME 90 OF CERTIFIED SURVEY MAPS, AT PAGE 139, AS DOCUMENT NO. 3146899 BEING A PART OF THE SE 1/4 OF THE NW 1/4 AND THE SW 1/4 OF THE NE 1/4 OF SECTION 20, TOWNSHIP 7 NORTH, RANGE 19 EAST, IN THE CITY OF PEWAUKEE, WAUKESHA COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SW CORNER OF THE NW 1/4 OF SECTION 20, T 7 N, R 19 E, THENCE N 89°09'21" E, 2573.88 FEET ALONG THE SOUTH LINE OF THE NW 1/4 OF SECTION 20, T 7 N, R 19 E TO THE PLACE OF BEGINNING OF THE LANDS TO BE DESCRIBED; THENCE N 00°16'48" W, 103.92 FEET; THENCE S 88°42'54" W, 616.02 FEET; THENCE N 00°50'00" W, 242.84 FEET; THENCE S 89°09'21" W, 395.85 FEET; THENCE N 09°17'55" W, 342.47 FEET; THENCE N 89°43'04" E, 730.82 FEET; THENCE N 50°40'56" E, 142.90 FEET; THENCE N 31°19'31" E, 152.64 FEET; THENCE N 89°43'04" E, 180.00 FEET; THENCE N 00°16'56" W, 200.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF MILKWEED LANE; THENCE N 89°43'04" E, 46.16 FEET ALONG THE SOUTH RIGHT OF WAY LINE OF MILKWEED LANE; THENCE N 00°16'13" W, 60.00 FEET; THENCE N 89°43'04" E, 22.20 FEET; THENCE SOUTHEASTERLY 240.80 FEET ALONG AN ARC OF A CURVE WHOSE RADIUS OF 330.00 FEET LIES TO THE SOUTH, SAID ARC HAS A CHORD WHICH BEARS S 69°22'41" E, 235.49 FEET; THENCE S 48°28'26" E, 56.42 FEET; THENCE SOUTHEASTERLY 54.92 FEET ALONG AN ARC OF A CURVE WHOSE RADIUS OF 270.00 FEET LIES TO THE NORTH, SAID ARC HAS A CHORD WHICH BEARS S 54°18'03" E, 54.82 FEET; THENCE S 60°07'39" E, 164.28 FEET; THENCE S 30°03'55" W, 54.80 FEET; THENCE SOUTHWESTERLY 222.38 FEET ALONG AN ARC OF A CURVE WHOSE RADIUS OF 530.00 FEET LIES TO THE NORTHWEST, SAID ARC HAS A CHORD WHICH BEARS S 42°05'07" W, 220.75 FEET; THENCE S 54°06'19" W, 32.82 FEET; THENCE S 35°53'41" E, 185.84 FEET; THENCE N 54°06'19" E, 16.48 FEET; THENCE S 35°53'41" E, 115.00 FEET; THENCE S 21°23'15" W, 78.17 FEET; THENCE S 48°31'13" E, 55.00 FEET; THENCE S 00°53'46" E, 165.00 FEET; THENCE N 89°06'14" E, 284.80 FEET; THENCE S 00°26'01" W, 34.53 FEET; THENCE N 89°06'14" E, 22.89 FEET; THENCE S 00°53'46" E, 135.49 FEET TO A POINT ON THE SOUTH LINE OF THE NE 1/4 OF SAID SECTION 20; THENCE S 89°09'07" W ALONG SAID SOUTH LINE, 779.01 FEET TO THE SOUTHWEST CORNER OF THE NE 1/4 OF SAID SECTION 20; THENCE S 89°09'21" W ALONG THE SOUTH LINE OF THE NW 1/4 OF SAID SECTION 20, 80.00 FEET TO THE PLACE OF BEGINNING. SAID LANDS CONTAINS 25.82 ACRES MORE OR LESS. EXCEPTING ROAD DEDICATIONS FOR FIELDHACK DRIVE AND MILKWEED LANE.

AND

MEADOWBROOK VILLAGE CONDOMINIUMS PHASE III

PART OF PARCEL 2 OF CERTIFIED SURVEY MAP 9757 RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR WAUKESHA COUNTY, WISCONSIN ON 4-8-04 IN VOLUME 90 OF CERTIFIED SURVEY MAPS, AT PAGE 139, AS DOCUMENT NO. 3146899 BEING A PART OF THE SE 1/4 OF THE NW 1/4 AND THE SW 1/4 OF THE NE 1/4 OF SECTION 20, TOWNSHIP 7 NORTH, RANGE 19 EAST, IN THE CITY OF PEWAUKEE, WAUKESHA COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SECTION 20, T 7 N, R 19 E, THENCE S 00°16'13" E, 2639.05 FEET TO THE SOUTHWEST CORNER OF NORTHEAST 1/4 OF SECTION 20, T 7 N, R 19 E; THENCE N 89°09'07" E, 779.01' ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 20, T 7 N, R 19 E; THENCE N 00°53'46" W, 135.49 FEET; THENCE S 89°06'14" W, 22.89 FEET; THENCE N 00°26'01" E, 34.53 FEET TO THE PLACE OF BEGINNING; THENCE CONTINUING N 00°26'01" E, 260.57 FEET; THENCE S 89°33'41" W, 156.50 FEET; THENCE N 66°31'30" W, 139.38 FEET; THENCE S 21°23'15" W, 126.65 FEET; THENCE S 48°31'13" E, 55.00 FEET; THENCE S 00°53'46" E, 165.00 FEET; THENCE N 89°06'14" E, 284.80 FEET TO THE PLACE OF BEGINNING. SAID LANDS CONTAINING 82,020 SQ. FT., (1.88 AC.), MORE OR LESS.

EXHIBIT B

Additional Property

Phase IV of Meadowbrook Village Condominiums

Part of Parcel 2 of Certified Survey Map No. 9757 recorded in the office of the Register of Deeds for Waukesha County, Wisconsin on April 8, 2004 in Volume 90 of Certified Survey Maps, at Page 139, as Document No. 3146899 and other lands, being a part of the Southwest 1/4 of the Northeast 1/4 of Section 20, Township 7 North, Range 19 East, in the City of Pewaukee, Waukesha County, Wisconsin, all bounded and described as follows:

Commencing at the Northwest corner of said 1/4 Section; thence South 00°16'13" East 2639.05 feet to the Southwest corner of said 1/4 Section; thence North 89°09'07" East along the South line of said 1/4 Section a distance of 779.01 feet to a point; thence North 00°53'46" West 135.49 feet to a point; thence South 89°06'14" West 22.89 feet to a point; thence North 00°26'01" East 295.10 feet to the point of beginning of lands to be described; thence South 89°33'41" West 156.50 feet to a point; thence North 66°31'30" West 139.38 feet to a point; thence South 21°23'15" West 48.48 feet to a point; thence North 35°53'41" West 115.00 feet to a point; thence South 54°06'19" West 16.48 feet to a point; thence North 35°53'41" West 185.84 feet to a point; thence North 54°06'19" East 32.82 feet to a point; thence Northeasterly along an arc of a curve whose center lies to the Northwest, whose radius is 530.00 feet and whose chord bears North 42°05'07" East 220.75 feet to a point; thence North 30°03'55" East 54.80 feet to a point; thence South 60°07'39" East 186.28 feet to a point; thence North 72°16'54" East 75.00 feet to a point; thence South 89°52'56" East 152.32 feet to a point; thence South 00°09'01" West 113.25 feet to a point; thence South 35°36'24" West 161.52 feet to a point; thence South 00°26'01" West 158.89 feet to the point of beginning.

Said land contains 178,314 square feet or 4.0935 acres.

EXHIBIT C

Remainder Property

Part of Parcel 2 and a part of Outlot 2 of Certified Survey Map No. 9757 recorded in the Office of the Register of Deeds for Waukesha County, Wisconsin on April 8, 2004 in Volume 90 of Certified Survey Maps at Page 139 as Document No.: 3146899, being a part of the Southwest 1/4 of the NE 1/4 of Section 20, Township 7 North, Range 19 East, in the City of Pewaukee, Waukesha County, Wisconsin, described as follows:

Commencing at the NW corner of NE 1/4 of said Section 20, T 7 N, R 19 E; thence S 00°16'13" E 1319.53 feet to the place of beginning; thence continuing S 00°16'13" E 169.99 feet; thence N 89°43'04" E 22.20 feet; thence southeasterly 240.80 feet along an arc of a curve whose radius of 330.00 feet lies to the southwest, said arc has a chord which bears S 69°22'41" E 235.49 feet; thence S 48°28'26" E 56.43 feet; thence Southeasterly 54.92 feet along an arc of a curve whose radius of 270.00 feet lies to the northeast, said arc has a chord which bears S 54°18'03" E 54.82 feet; thence S 60°07'41" E 164.28 feet; thence S 30°03'55" W 54.80 feet; thence southwesterly 222.38 feet along an arc of a curve whose radius of 530.00 feet lies to the Northwest, said arc has a chord which bears S 42°05'07" W 220.75 feet; thence S 54°06'19" W 32.82 feet; thence S 35°53'39" E 185.84 feet; thence N 54°06'19" E 16.48 feet; thence S 35°53'41" E 115.00 feet; thence S 21°23'15" W 78.17 feet; thence S 48°31'13" E 55.00 feet; thence S 00°53'46" E 165.00 feet; thence N 89°06'14" E 284.80 feet; thence S 00°26'01" W 34.53 feet; thence N 89°06'14" E 22.89 feet; thence S 00°53'46" E 135.49 feet to the south line of the Northeast 1/4 of Section 20, T 7 N, R 19 E; thence N 89°09'07" E, along said Section Line, 539.23 feet; thence N 00°15'37" W 1313.21 feet; thence S 89°25'36" W 1318.42 feet to the place of beginning.

EXCEPT THE FOLLOWING TWO PARCELS:

MEADOWBROOK VILLAGE CONDOMINIUMS PHASE III PARCEL:

Part of Parcel 2 of Certified Survey Map 9757 recorded in the Office of the Register of Deeds for Waukesha County, Wisconsin on April 8, 2004 in volume 90 of Certified Survey Maps, at Page 139, as Document No. 3146899 being a part of the SE 1/4 of the NW 1/4 and the SW 1/4 of the NE 1/4 of Section 20, Township 7 North, Range 19 East, in the City of Pewaukee, Waukesha County, Wisconsin, described as follows:

Commencing at the Northwest corner of the Northeast 1/4 of Section 20, T 7 N, R 19 E, thence S 00°16'13" E, 2639.05 feet to the Southwest corner of Northeast 1/4 of Section 20, T 7 N, R 19 E; thence N 89°09'07" E, 779.01' along the South line of the Northeast 1/4 of Section 20, T 7 N, R 19 E; thence N 00°53'46" W, 135.49 feet; thence S 89°06'14" W, 22.89 feet; thence N 00°26'01" E, 34.53 feet to the place of beginning; thence continuing N 00°26'01" E, 260.57 feet; thence S 89°33'41" W, 156.50 feet; thence N 66°31'30" W, 139.38 feet; thence S 21°23'15" W, 126.65 feet; thence S 48°31'13" E, 55.00 feet; thence S 00°53'46" E, 165.00 feet; thence N 89°06'14" E, 284.80 feet to the place of beginning.

and

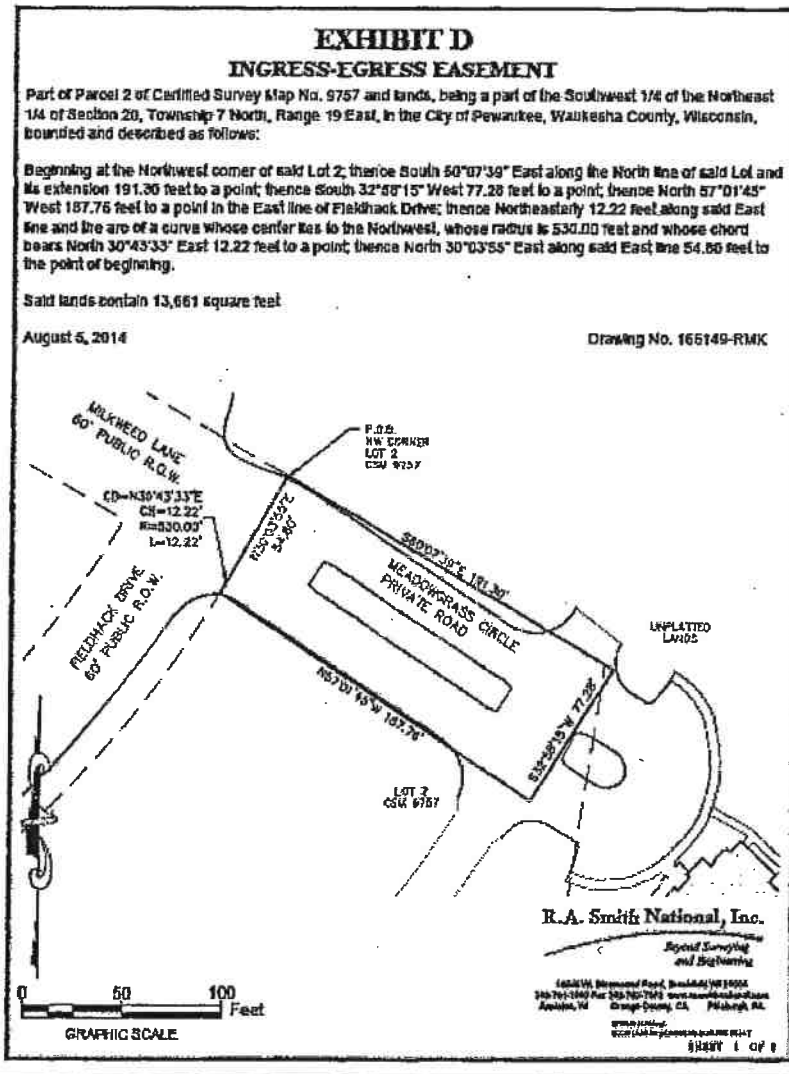
MEADOWBROOK VILLAGE CONDOMINIUMS PHASE IV PARCEL:

Part of Parcel 2 of Certified Survey Map No. 9757 recorded in the office of the Register of Deeds for Waukesha County, Wisconsin on April 8, 2004 in Volume 90 of Certified Survey Maps, at Page 139, as Document No. 3146899 and other lands, being a part of the Southwest 1/4 of the Northeast 1/4 of Section 20, Township 7 North, Range 19 East, in the City of Pewaukee, Waukesha County, Wisconsin, all bounded and described as follows:

Commencing at the Northwest corner of said 1/4 Section; thence South $00^{\circ}16'13''$ East 2639.05 feet to the Southwest corner of said 1/4 Section; thence North $89^{\circ}09'07''$ East along the South line of said 1/4 Section a distance of 779.01 feet to a point; thence North $00^{\circ}53'46''$ West 135.49 feet to a point; thence South $89^{\circ}06'14''$ West 22.89 feet to a point; thence North $00^{\circ}26'01''$ East 295.10 feet to the point of beginning of lands to be described; thence South $89^{\circ}33'41''$ West 156.50 feet to a point; thence North $66^{\circ}31'30''$ West 139.38 feet to a point; thence South $21^{\circ}23'15''$ West 48.48 feet to a point; thence North $35^{\circ}53'41''$ West 115.00 feet to a point; thence South $54^{\circ}06'19''$ West 16.48 feet to a point; thence North $35^{\circ}53'41''$ West 185.84 feet to a point; thence North $54^{\circ}06'19''$ East 32.82 feet to a point; thence Northeasterly along an arc of a curve whose center lies to the Northwest, whose radius is 530.00 feet and whose chord bears North $42^{\circ}05'07''$ East 220.75 feet to a point; thence North $30^{\circ}03'55''$ East 54.80 feet to a point; thence South $60^{\circ}07'39''$ East 186.28 feet to a point; thence North $72^{\circ}16'54''$ East 75.00 feet to a point; thence South $89^{\circ}52'56''$ East 152.32 feet to a point; thence South $00^{\circ}09'01''$ West 113.25 feet to a point; thence South $35^{\circ}36'24''$ West 161.52 feet to a point; thence South $00^{\circ}26'01''$ West 158.89 feet to the point of beginning.

EXHIBIT D

Meadowgrass Circle Ingress-Egress Easement



11459857.7

MEADOWBROOK VILLAGE
BLDG ADDRESSES IN PHASE/BLDG ORDER

Plat Recording **PHASE I**

As Building #	Bldg #	ADDRESS
1	21	N17 W26535 ✓ MEADOWGRASS CIRCLE
2	22	N17 W26541 ✓ MEADOWGRASS CIRCLE
3	23	N16 W26559 MEADOWGRASS CIRCLE
4	24	N16 W26543 ✓ MEADOWGRASS CIRCLE
5	25	N16 W26521 ✓ MEADOWGRASS CIRCLE
7	32	N17 W26538 ✓ MEADOWGRASS CIRCLE
6	38	N16 W26532 ✓ MEADOWGRASS CIRCLE

Plat Recording

UNIT #

Unit #

1	A
2	B
4	D
3	C
5	E
6	F
7	G

7 units per building

PHASE II

8	20	N17 W26529 ✓ MEADOWGRASS CIRCLE
9	26	N16 W26487 ✓ MEADOWGRASS CIRCLE
10	27	N16 W26443 ✓ MEADOWGRASS CIRCLE
11	28	N16 W26401 ✓ MEADOWGRASS CIRCLE
12	31	N17 W26522 ✓ MEADOWGRASS CIRCLE
13	37	N16 W26500 ✓ MEADOWGRASS CIRCLE

7 units per building
42 units

Clubhouse

N17 W26440 Meadowgrass Circle

(Phase III)

14	33	N17 W26475 ✓ MEADOWGRASS CIRCLE
15	34	N17 W26433 ✓ MEADOWGRASS CIRCLE
16	35	N16 W26420 ✓ MEADOWGRASS CIRCLE
17	36	N16 W26460 ✓ MEADOWGRASS CIRCLE

7 units in each building
28

119 units

Phase 4 is possibility

DOCUMENT NO.

(43)

FOURTH ~~AMENDMENT~~
TO DECLARATION OF MEADOWBROOK
VILLAGE CONDOMINIUMS (PHASE IV)

THIS FOURTH SUPPLEMENT TO DECLARATION OF MEADOWBROOK VILLAGE CONDOMINIUMS (the "Fourth Supplement") is made as of the 28th day of August, 2014, by Meadowbrook Village, LLC, a Wisconsin limited liability company ("Declarant").

WITNESSETH:

WHEREAS, Declarant executed the Declaration of Meadowbrook Village Condominiums which was recorded on November 1, 2004 in the Waukesha County Register of Deeds' Office as Document No. 3218688, as subsequently amended by that certain First Amendment to Declaration of Meadowbrook Village Condominiums recorded on April 26, 2005 in the Waukesha County Register of Deeds' Office as Document No. 3270191; as subsequently amended and expanded by that certain First Expansion Addendum to Meadowbrook Village Condominiums (Phase II) and Second Amendment to Declaration of Meadowbrook Village Condominiums recorded on April 24, 2006 in the Waukesha County Register of Deeds' Office as Document No. 3380642; as amended by Affidavit of Correction recorded on August 10, 2006 in the Waukesha County Register of Deeds' Office as Document No. 3411037; and further amended and expanded by that certain Second Expansion Addendum to Meadowbrook Village Condominiums (Phase III) and Third Amendment to Declaration of Meadowbrook Village Condominiums recorded on September 24, 2007 in the Waukesha County Register of Deeds' Office as Document No. 3515164; as amended by Affidavit of Correction recorded on November 21, 2007 in the Waukesha County Register of Deeds' Office as Document No. 3528193 and as amended by Affidavit of Correction recorded on November 30, 2007 in the Waukesha County Register of Deeds' office as Document No. 3529872 (collectively, the "Declaration"), submitting the property (the "Property") set forth in such Declaration and described on the attached Exhibit A, which is incorporated herein by reference, to the condominium form of ownership; and

WHEREAS, Declarant, in Section XVI of the Declaration, reserved the option to expand Meadowbrook Village Condominiums (the "Condominium"); and

WHEREAS, Declarant, in Section 4.2 of the Declaration, set forth a description of the condominium Units, indicating that each Unit is to be identified by a number as described on the Plat of Survey of Meadowbrook Village Condominiums recorded on November 1, 2004 in the Waukesha County Register of Deeds' Office as Document No. 3218683 which was subsequently amended by the First Expansion Addendum to Plat recorded on April 24, 2006 in the Waukesha County Register of Deeds' Office as Document No. 3380641 and the Second Expansion Addendum to Plat recorded on September 24, 2007 in the Waukesha County Register of Deeds' Office as Document No. 3515163 (collectively, the "Plat"); and

WHEREAS, Declarant now desires to amend the Declaration in order to expand the Condominium to include the property described on the attached Exhibit B which is incorporated

4102630

REGISTER OF DEEDS
WAUKESHA COUNTY, WI
RECORDED ON

September 30, 2014 02:07 PM
James R Behrend
Register of Deeds

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

Book Page:-



THIS SPACE RESERVED FOR RECORDING DATA

NAME AND RETURN ADDRESS

Mark E. O'Neill
Godfrey & Kahn, S.C.
780 N. Water Street
Milwaukee, WI 53202

PWC 0941-988-073 and PWC 0941-988-074

Parcel Identification Number:

pd
30
12

herein by this reference (the "Additional Property") terminate the expansion and contraction rights as to the property described on the attached Exhibit C which is incorporated herein by this reference (the "Remainder Property") and to reiterate the reservation of the rights and easements set forth in Section 16.1(h) of the Declaration.

NOW, THEREFORE, the Declaration is expanded and amended as follows:

1. Expansion of Condominium. The Condominium and Property are hereby expanded and amended to include the Additional Property.

2. Amendment to Plat. The Plat is hereby amended to include the Additional Property. The Third Expansion Addendum to Meadowbrook Village Condominiums Plat (Phase IV) (the "Third Addendum to Plat") recorded on or about the same date as this Fourth Supplement, shall supplement the Plat and shall be deemed a part of such Plat. The Third Addendum to the Plat depicts the Additional Property as "Phase IV."

3. Total Units; Voting Rights. The total number of Units added to the Condominium pursuant to this Fourth Supplement is 28 Units. The Condominium is amended to consist, as of the date hereof, of 147 Units. The Common Elements shall be as shown on the Plat, as supplemented by the Third Addendum to Plat. The voting rights of each Unit shall continue to be as set forth in the Declaration; that is, each Unit Owner shall have one vote for each Unit owned.

4. Additional Units. The Units in the Condominium added pursuant to this Fourth Supplement are identified as follows:

<u>Building</u>	<u>Unit Number</u>
Building 18	18 - 1
Building 18	18 - 2
Building 18	18 - 3
Building 18	18 - 4
Building 18	18 - 5
Building 18	18 - 6
Building 18	18 - 7
Building 19	19 - 1
Building 19	19 - 2
Building 19	19 - 3
Building 19	19 - 4
Building 19	19 - 5
Building 19	19 - 6
Building 19	19 - 7

<u>Building</u>	<u>Unit Number</u>
Building 29	29 - 1
Building 29	29 - 2
Building 29	29 - 3
Building 29	29 - 4
Building 29	29 - 5
Building 29	29 - 6
Building 29	29 - 7
Building 30	30 - 1
Building 30	30 - 2
Building 30	30 - 3
Building 30	30 - 4
Building 30	30 - 5
Building 30	30 - 6
Building 30	30 - 7

5. Easements over Additional Property. Declarant hereby reserves a perpetual non-exclusive easement for itself and its successors, assigns, employees, agents and representatives on, over and through the Additional Property, including access over the Common Elements, private roadways, drives and pathways for pedestrian and vehicular ingress and egress and for purposes of utilities into and from any and all portions of the Condominium and the Additional Property and for construction or renovation on the Property or the Additional Property or any other related purposes. Each Unit Owner hereby acknowledges that by accepting a deed to a Unit that it agrees to such easements.

6. Termination of Expansion Option. The option to expand the Condominium to include the Remainder Property is hereby terminated. This Fourth Supplement and the expansion of the Condominium to include the Additional Property as described herein is intended to be the final expansion of the Condominium. The Condominium may not be expanded further.

7. Continued Reservation of Rights and Easements by Declarant as Owner of Remainder Property including Easement over Meadowgrass Circle. As stated in Section 16.1(h) of the Declaration, the Declarant specifically reserves the rights and easements set forth in Section 7 of the Declaration which benefit Declarant, its successors and assigns, and shall continue to benefit the Remainder Property, its owner and their successors and assigns, including, but not limited to, the pedestrian and vehicular ingress, egress and access easements over all private and common roads, driveways, pathways and walkways within the Condominium (including, but not limited to, the ingress-egress easement over Meadowgrass Circle to access Fieldhack Drive over the area that includes the land described on the attached Exhibit D); the Declarant's Easements; the easement to facilitate sales; the utility easements; and all other easements described in Sections 7.1 through 7.10, inclusive, of the Declaration.

8. Recreational Facilities; Easement to Remainder Property for Use of Recreational Facilities and Joint Operating Agreement Related Thereto. The Common Elements are hereby expanded to include the Additional Property. The clubhouse building, swimming pool and

tennis courts located on the Additional Property are hereby deemed to collectively be the "Recreational Facilities" described in Section 17.1 of the Declaration. As provided in such Section 17.1, the cost of the administration, utilities, insurance, real estate taxes, repair, maintenance and all other expenses related to the Recreational Facilities (collectively, the "Recreational Facility Costs") shall be included in and be considered part of the Common Expenses and be paid by the Association in accordance with the Declaration. Section 16.1(c) of the Declaration gives the Declarant the right to create such other easements as may be necessary and desirable in connection with the expansion of the Condominium or termination of such expansion rights. Since the expansion of the Remainder Property as originally contemplated in the Declaration would have permitted the Unit Owners of all Units on the Remainder Property to use the Recreational Facilities, Declarant desires to create and hereby grants and reserves for the owner of the Remainder Property, its successors, assigns, and all occupants and tenants of the Remainder Property, their successors and assigns, an easement to use the Recreational Facilities on the terms described in this Section. Therefore, if additional condominiums, apartments, duplexes, single-family homes or multi-family homes are built on the Remainder Property in the future, such additional units and all occupants thereof shall have the non-exclusive right to use the Recreational Facilities for the purpose for which they are intended and in accordance with rules established by the Condominium and shall share in the Recreational Facility Costs on an equitable basis such that the occupant of each constructed living unit (i.e. each condominium unit, apartment unit, single family home or single family unit within a multi-family home or duplex) on the Additional Property and each Unit owner in the Condominium shall pay an equal percentage of such Recreational Facility Costs. In connection with any future development of the Remainder Property, the Association and the owner of the Remainder Property shall, upon the request of either of them, execute such other joint operating agreement or document detailing their rights and responsibilities with respect to the Recreational Facilities as contemplated hereunder.

9. Allocated Interest. The Allocated Interest of each Unit is as set forth in the Declaration and Bylaws. In particular, Section 5.2 of the Declaration sets forth the basis of the determination of the Allocated Interest upon termination of the right to expand the Condominium.

10. Floor Plans. The building floor plans for the Additional Property are set forth on sheets 3 and 4 of the Third Addendum to Plat.

11. Capitalized Terms. Capitalized terms not defined herein shall have the meanings ascribed to them in the Declaration.

12. No Other Changes. Except as amended herein, the Declaration shall remain unamended and in full force and effect.

[Signatures on next page]

Executed as of the date first above written.

MEADOWBROOK VILLAGE, LLC

By: [Signature]

Name:

DAVID NANKIN

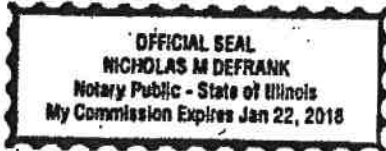
Title: Agent and Authorized Signatory

STATE OF ILLINOIS)

COUNTY OF Cook)

SS

Personally came before me this 29th day of August, 2014, the above named David Nankin, as an agent and authorized signatory of Meadowbrook Village, LLC, and to me known to be the person who executed the foregoing instrument in such capacity and acknowledged the same.



Nicholas M. DeFrank
* [Signature]
Notary Public, State of Illinois
My Commission: expires 01/22/2018

This instrument drafted by:
Mark E. O'Neill
Godfrey & Kahn, S.C.
780 N. Water Street
Milwaukee, WI 53202
(262) 951-7000

CONSENT OF MORTGAGEE

The undersigned, holder of a mortgage encumbering the Additional Property (defined above) and Remainder Property (defined above), hereby consents to (a) the foregoing Fourth Supplement to Declaration of Meadowbrook Village Condominiums (Phase IV) and (b) the Third Expansion Addendum to Meadowbrook Village Condominiums Plat (Phase IV).

Dated as of the 16th day of September, 2014.

ROBERT A. BERNSTEIN 2011 TRUST

By: [Signature]
Robert A. Bernstein, Trustee

STATE OF New York)
COUNTY OF New York) SS

Personally came before me this 16th day of September, 2014, the above named Robert A. Bernstein, as the Trustee of the Robert A. Bernstein 2011 Trust, and to me known to be the person who executed the foregoing instrument in such capacity and acknowledged the same.

[Signature]
* Mary Brigid McCarthy
Notary Public, State of New York
My commission: expires 8/28/2018

MARY BRIGID MCCARTHY
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01MC6047428
Commission Expires Aug. 28, 2018

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY -
MEADOWBROOK VILLAGE CONDOMINIUMS PHASES I, II AND III

MEADOWBROOK VILLAGE CONDOMINIUMS (PHASES I AND II)

PARCEL 1, OUTLOT 1, PART OF PARCEL 2 AND PART OF OUTLOT 2 OF CERTIFIED SURVEY MAP 9757 RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR WAUKESHA COUNTY, WISCONSIN, ON APRIL 8, 2004 IN VOLUME 90 OF CERTIFIED SURVEY MAPS, AT PAGE 139, AS DOCUMENT NO. 3146899 BEING A PART OF THE SE 1/4 OF THE NW 1/4 AND THE SW 1/4 OF THE NE 1/4 OF SECTION 20, TOWNSHIP 7 NORTH, RANGE 19 EAST, IN THE CITY OF PEWAUKEE, WAUKESHA COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SW CORNER OF THE NW 1/4 OF SECTION 20, T 7 N, R 19 E, THENCE N 89°09'21" E, 2573.88 FEET ALONG THE SOUTH LINE OF THE NW 1/4 OF SECTION 20, T 7 N, R 19 E TO THE PLACE OF BEGINNING OF THE LANDS TO BE DESCRIBED; THENCE N 00°16'48" W, 103.92 FEET; THENCE S 88°42'54" W, 616.02 FEET; THENCE N 00°50'00" W, 242.84 FEET; THENCE S 89°09'21" W, 395.85 FEET; THENCE N 09°17'55" W, 342.47 FEET; THENCE N 89°43'04" E, 730.82 FEET; THENCE N 50°40'56" E, 142.90 FEET; THENCE N 31°19'31" E, 152.64 FEET; THENCE N 89°43'04" E, 180.00 FEET; THENCE N 00°16'56" W, 200.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF MILKWEED LANE; THENCE N 89°43'04" E, 46.16 FEET ALONG THE SOUTH RIGHT OF WAY LINE OF MILKWEED LANE; THENCE N 00°16'13" W, 60.00 FEET; THENCE N 89°43'04" E, 22.20 FEET; THENCE SOUTHEASTERLY 240.80 FEET ALONG AN ARC OF A CURVE WHOSE RADIUS OF 330.00 FEET LIES TO THE SOUTH, SAID ARC HAS A CHORD WHICH BEARS S 69°22'41" E, 235.49 FEET; THENCE S 48°28'26" E, 56.42 FEET; THENCE SOUTHEASTERLY 54.92 FEET ALONG AN ARC OF A CURVE WHOSE RADIUS OF 270.00 FEET LIES TO THE NORTH, SAID ARC HAS A CHORD WHICH BEARS S 54°18'03" E, 54.82 FEET; THENCE S 60°07'39" E, 164.28 FEET; THENCE S 30°03'55" W, 54.80 FEET; THENCE SOUTHWESTERLY 222.38 FEET ALONG AN ARC OF A CURVE WHOSE RADIUS OF 530.00 FEET LIES TO THE NORTHWEST, SAID ARC HAS A CHORD WHICH BEARS S 42°05'07" W, 220.75 FEET; THENCE S 54°06'19" W, 32.82 FEET; THENCE S 35°53'41" E, 185.84 FEET; THENCE N 54°06'19" E, 16.48 FEET; THENCE S 35°53'41" E, 115.00 FEET; THENCE S 21°23'15" W, 78.17 FEET; THENCE S 48°31'13" E, 55.00 FEET; THENCE S 00°53'46" E, 165.00 FEET; THENCE N 89°06'14" E, 284.80 FEET; THENCE S 00°26'01" W, 34.53 FEET; THENCE N 89°06'14" E, 22.89 FEET; THENCE S 00°53'46" E, 135.49 FEET TO A POINT ON THE SOUTH LINE OF THE NE 1/4 OF SAID SECTION 20; THENCE S 89°09'07" W ALONG SAID SOUTH LINE, 779.01 FEET TO THE SOUTHWEST CORNER OF THE NE 1/4 OF SAID SECTION 20; THENCE S 89°09'21" W ALONG THE SOUTH LINE OF THE NW 1/4 OF SAID SECTION 20, 80.00 FEET TO THE PLACE OF BEGINNING. SAID LANDS CONTAINS 25.82 ACRES MORE OR LESS. EXCEPTING ROAD DEDICATIONS FOR FIELDHACK DRIVE AND MILKWEED LANE.

AND

MEADOWBROOK VILLAGE CONDOMINIUMS PHASE III

PART OF PARCEL 2 OF CERTIFIED SURVEY MAP 9757 RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR WAUKESHA COUNTY, WISCONSIN ON 4-8-04 IN VOLUME 90 OF CERTIFIED SURVEY MAPS, AT PAGE 139, AS DOCUMENT NO. 3146899 BEING A PART OF THE SE 1/4 OF THE NW 1/4 AND THE SW 1/4 OF THE NE 1/4 OF SECTION 20, TOWNSHIP 7 NORTH, RANGE 19 EAST, IN THE CITY OF PEWAUKEE, WAUKESHA COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SECTION 20, T 7 N, R 19 E, THENCE S 00°16'13" E, 2639.05 FEET TO THE SOUTHWEST CORNER OF NORTHEAST 1/4 OF SECTION 20, T 7 N, R 19 E; THENCE N 89°09'07" E, 779.01' ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 20, T 7 N, R 19 E; THENCE N 00°53'46" W, 135.49 FEET; THENCE S 89°06'14" W, 22.89 FEET; THENCE N 00°26'01" E, 34.53 FEET TO THE PLACE OF BEGINNING; THENCE CONTINUING N 00°26'01" E, 260.57 FEET; THENCE S 89°33'41" W, 156.50 FEET; THENCE N 66°31'30" W, 139.38 FEET; THENCE S 21°23'15" W, 126.65 FEET; THENCE S 48°31'13" E, 55.00 FEET; THENCE S 00°53'46" E, 165.00 FEET; THENCE N 89°06'14" E, 284.80 FEET TO THE PLACE OF BEGINNING. SAID LANDS CONTAINING 82,020 SQ. FT., (1.88 AC.), MORE OR LESS.

EXHIBIT B

Additional Property

Phase IV of Meadowbrook Village Condominiums

Part of Parcel 2 of Certified Survey Map No. 9757 recorded in the office of the Register of Deeds for Waukesha County, Wisconsin on April 8, 2004 in Volume 90 of Certified Survey Maps, at Page 139, as Document No. 3146899 and other lands, being a part of the Southwest 1/4 of the Northeast 1/4 of Section 20, Township 7 North, Range 19 East, in the City of Pewaukee, Waukesha County, Wisconsin, all bounded and described as follows:

Commencing at the Northwest corner of said 1/4 Section; thence South $00^{\circ}16'13''$ East 2639.05 feet to the Southwest corner of said 1/4 Section; thence North $89^{\circ}09'07''$ East along the South line of said 1/4 Section a distance of 779.01 feet to a point; thence North $00^{\circ}53'46''$ West 135.49 feet to a point; thence South $89^{\circ}06'14''$ West 22.89 feet to a point; thence North $00^{\circ}26'01''$ East 295.10 feet to the point of beginning of lands to be described; thence South $89^{\circ}33'41''$ West 156.50 feet to a point; thence North $66^{\circ}31'30''$ West 139.38 feet to a point; thence South $21^{\circ}23'15''$ West 48.48 feet to a point; thence North $35^{\circ}53'41''$ West 115.00 feet to a point; thence South $54^{\circ}06'19''$ West 16.48 feet to a point; thence North $35^{\circ}53'41''$ West 185.84 feet to a point; thence North $54^{\circ}06'19''$ East 32.82 feet to a point; thence Northeasterly along an arc of a curve whose center lies to the Northwest, whose radius is 530.00 feet and whose chord bears North $42^{\circ}05'07''$ East 220.75 feet to a point; thence North $30^{\circ}03'55''$ East 54.80 feet to a point; thence South $60^{\circ}07'39''$ East 186.28 feet to a point; thence North $72^{\circ}16'54''$ East 75.00 feet to a point; thence South $89^{\circ}52'56''$ East 152.32 feet to a point; thence South $00^{\circ}09'01''$ West 113.25 feet to a point; thence South $35^{\circ}36'24''$ West 161.52 feet to a point; thence South $00^{\circ}26'01''$ West 158.89 feet to the point of beginning.

Said land contains 178,314 square feet or 4.0935 acres.

EXHIBIT C

Remainder Property

Part of Parcel 2 and a part of Outlot 2 of Certified Survey Map No. 9757 recorded in the Office of the Register of Deeds for Waukesha County, Wisconsin on April 8, 2004 in Volume 90 of Certified Survey Maps at Page 139 as Document No.: 3146899, being a part of the Southwest 1/4 of the NE 1/4 of Section 20, Township 7 North, Range 19 East, in the City of Pewaukee, Waukesha County, Wisconsin, described as follows:

Commencing at the NW corner of NE 1/4 of said Section 20, T 7 N, R 19 E; thence S 00°16'13" E 1319.53 feet to the place of beginning; thence continuing S 00°16'13" E 169.99 feet; thence N 89°43'04" E 22.20 feet; thence southeasterly 240.80 feet along an arc of a curve whose radius of 330.00 feet lies to the southwest, said arc has a chord which bears S 69°22'41" E 235.49 feet; thence S 48°28'26" E 56.43 feet; thence Southeasterly 54.92 feet along an arc of a curve whose radius of 270.00 feet lies to the northeast, said arc has a chord which bears S 54°18'03" E 54.82 feet; thence S 60°07'41" E 164.28 feet; thence S 30°03'55" W 54.80 feet; thence southwesterly 222.38 feet along an arc of a curve whose radius of 530.00 feet lies to the Northwest, said arc has a chord which bears S 42°05'07" W 220.75 feet; thence S 54°06'19" W 32.82 feet; thence S 35°53'39" E 185.84 feet; thence N 54°06'19" E 16.48 feet; thence S 35°53'41" E 115.00 feet; thence S 21°23'15" W 78.17 feet; thence S 48°31'13" E 55.00 feet; thence S 00°53'46" E 165.00 feet; thence N 89°06'14" E 284.80 feet; thence S 00°26'01" W 34.53 feet; thence N 89°06'14" E 22.89 feet; thence S 00°53'46" E 135.49 feet to the south line of the Northeast 1/4 of Section 20, T 7 N, R 19 E; thence N 89°09'07" E, along said Section Line, 539.23 feet; thence N 00°15'37" W 1313.21 feet; thence S 89°25'36" W 1318.42 feet to the place of beginning.

EXCEPT THE FOLLOWING TWO PARCELS:

MEADOWBROOK VILLAGE CONDOMINIUMS PHASE III PARCEL:

Part of Parcel 2 of Certified Survey Map 9757 recorded in the Office of the Register of Deeds for Waukesha County, Wisconsin on April 8, 2004 in volume 90 of Certified Survey Maps, at Page 139, as Document No. 3146899 being a part of the SE 1/4 of the NW 1/4 and the SW 1/4 of the NE 1/4 of Section 20, Township 7 North, Range 19 East, in the City of Pewaukee, Waukesha County, Wisconsin, described as follows:

Commencing at the Northwest corner of the Northeast 1/4 of Section 20, T 7 N, R 19 E, thence S 00°16'13" E, 2639.05 feet to the Southwest corner of Northeast 1/4 of Section 20, T 7 N, R 19 E; thence N 89°09'07" E, 779.01' along the South line of the Northeast 1/4 of Section 20, T 7 N, R 19 E; thence N 00°53'46" W, 135.49 feet; thence S 89°06'14" W, 22.89 feet; thence N 00°26'01" E, 34.53 feet to the place of beginning; thence continuing N 00°26'01" E, 260.57 feet; thence S 89°33'41" W, 156.50 feet; thence N 66°31'30" W, 139.38 feet; thence S 21°23'15" W, 126.65 feet; thence S 48°31'13" E, 55.00 feet; thence S 00°53'46" E, 165.00 feet; thence N 89°06'14" E, 284.80 feet to the place of beginning.

and

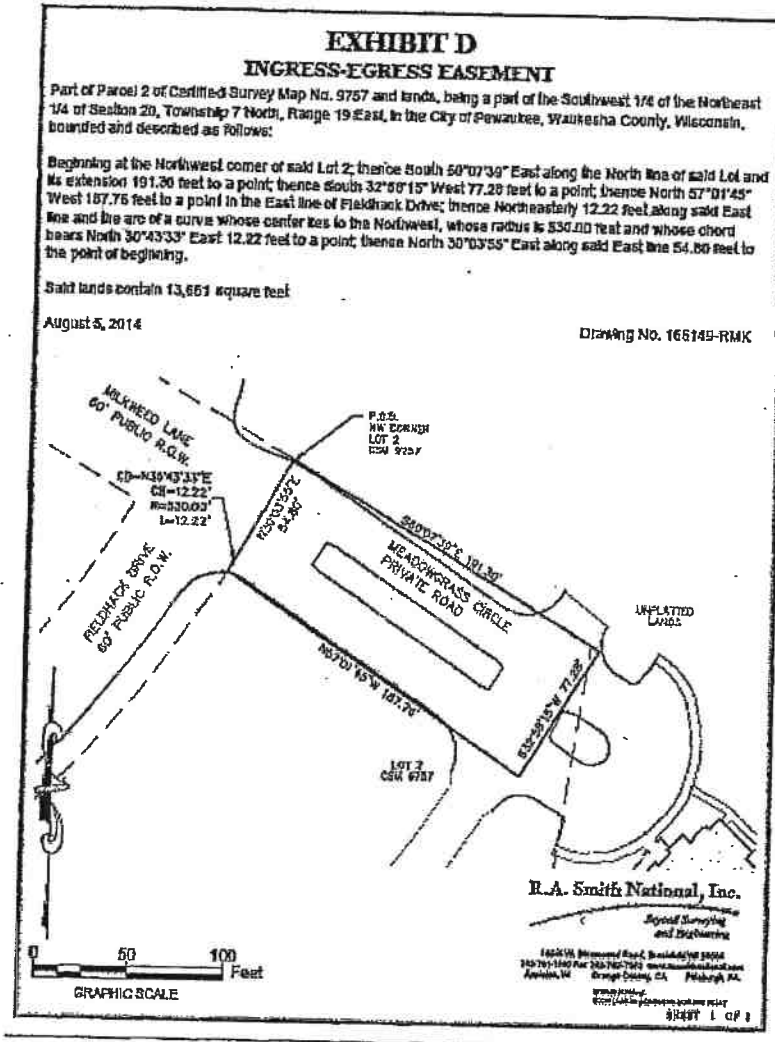
MEADOWBROOK VILLAGE CONDOMINIUMS PHASE IV PARCEL:

Part of Parcel 2 of Certified Survey Map No. 9757 recorded in the office of the Register of Deeds for Waukesha County, Wisconsin on April 8, 2004 in Volume 90 of Certified Survey Maps, at Page 139, as Document No. 3146899 and other lands, being a part of the Southwest 1/4 of the Northeast 1/4 of Section 20, Township 7 North, Range 19 East, in the City of Pewaukee, Waukesha County, Wisconsin, all bounded and described as follows:

Commencing at the Northwest corner of said 1/4 Section; thence South 00°16'13" East 2639.05 feet to the Southwest corner of said 1/4 Section; thence North 89°09'07" East along the South line of said 1/4 Section a distance of 779.01 feet to a point; thence North 00°53'46" West 135.49 feet to a point; thence South 89°06'14" West 22.89 feet to a point; thence North 00°26'01" East 295.10 feet to the point of beginning of lands to be described; thence South 89°33'41" West 156.50 feet to a point; thence North 66°31'30" West 139.38 feet to a point; thence South 21°23'15" West 48.48 feet to a point; thence North 35°53'41" West 115.00 feet to a point; thence South 54°06'19" West 16.48 feet to a point; thence North 35°53'41" West 185.84 feet to a point; thence North 54°06'19" East 32.82 feet to a point; thence Northeasterly along an arc of a curve whose center lies to the Northwest, whose radius is 530.00 feet and whose chord bears North 42°05'07" East 220.75 feet to a point; thence North 30°03'55" East 54.80 feet to a point; thence South 60°07'39" East 186.28 feet to a point; thence North 72°16'54" East 75.00 feet to a point; thence South 89°52'56" East 152.32 feet to a point; thence South 00°09'01" West 113.25 feet to a point; thence South 35°36'24" West 161.52 feet to a point; thence South 00°26'01" West 158.89 feet to the point of beginning.

EXHIBIT D

Meadowgrass Circle Ingress-Egress Easement



11459857.7