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SIXTH AMENDED AND RESTATED DECLARATION OF CONDOMINIUM

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EAST SUTTON, A VILLAGE OF BROOKSHIRE CONDOMINIUM

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Name and Return Address:
Lydia J. Chartre, Esq.
Kaman & Cusimano LLC
111 E. Kilbourn Avenue,
Suite 1700
Milwaukee, WI 53202

(See Exhibit B for Parcel Numbers)

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

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6TH AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OF EAST SUTTON, A VILLAGE OF BROOKSHIRE CONDOMINIUM

RECITALS

The Declaration of Condominium for East Sutton, A Village of Brookshire Condominium, (the "Condominium") was created by a Declaration of Condominium, recorded on March 14, 1988 in the Register of Deeds Office for Waukesha County, Wisconsin as Document No. 1470453, as amended on August 25, 1988 as Document No. 1497653, as further amended on May 15, 1989 as Document No. 1535573, as further amended on October 27, 1989 as Document No. 1562053, as further amended on November 15, 1992 as Document No. 1783866, and as further on September 14, 2022 as Document No. 4689484 (as amended, the "Declaration").

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

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

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

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

ARTICLE 1. DESCRIPTION OF THE BUILDINGS AND UNITS

1. Survey. The buildings and other improvements are shown on the site map and survey attached to the original Declaration as the Condominium Plat (as amended, the "Plat").

2. Plans. The Units and their respective designations and locations are shown on the floor plans of the Condominium included with the Plat.

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

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

ARTICLE 2. DIVISION OF CONDOMINIUM INTO SEPARATE FREEHOLD ESTATES

The Condominium has been divided into the following separate freehold estates:

1. Units. Fifty-one (51) separate freehold estates located in 13 buildings, each called a "Unit", collectively the "Units," each consisting of the space bounded by the interior of the exterior perimeter walls and walls common with other Units, inclusive of the drywall, the ceilings, floors, the underside of the roof and the interior-facing surfaces of the foundation of such space on each floor of the building which it occupies and including the cubicle of space enclosed by such boundaries. The garage shall be a part of the Unit and all windows, window frames, garage doors, doors, glass and locks shall be a part of the Unit.

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

3. Limited Common Elements. The Limited Common Elements are reserved for the exclusive use of the owner or occupant of the Unit to which they

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

ARTICLE 3. OWNERSHIP OF COMMON ELEMENTS

1. **Ownership**. The ownership of each Unit shall include a 1/51st undivided interest in the Common Elements. The interest of a particular owner in the Common Elements may hereinafter be referred to as such owner's "Interest."

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

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

ARTICLE 4. **DELETED AS NO LONGER RELEVANT**

ARTICLE 5. ASSOCIATION OF UNIT OWNERS

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

2. **Membership and Voting**. Each Unit owner shall be a member of the Association and membership shall commence and terminate with ownership. Members shall be possessed of votes commensurate with their Interest. The manner of casting ballots shall be as set forth in the Bylaws.

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

ARTICLE 6. ASSESSMENTS

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

2. Liability; Late Payments. The Bylaws shall set forth the manner of making and collecting assessments for common expenses of the Condominium. Regular assessments not made for violations of the provisions of this Declaration, the Bylaws or Rules and Regulations shall be made on an annual basis but shall be due and payable in monthly assessments as determined by the Board of Directors. Any assessment or installment of an assessment not paid within fifteen (15) days of its due date may be subject to a late charge and/or interest as set forth in the Bylaws.

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

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

5. Working Capital Fund. Each time ownership of a Unit is transferred from one party to another, in whole or in part, including by purchase, sale, foreclosure, tax foreclosure, land contract or the taking of a deed in lieu of foreclosure, the transferee of the Unit shall pay a transfer fee to the Association in an amount equal to two (2) months' installments of the regular annual assessments at that time. The fee payment shall be non-refundable, shall be made to the

Association at closing (or in any event, concurrent with the transfer) and shall be deposited by the Association or the managing agent into the Working Capital Reserve account. Notwithstanding anything herein to the contrary, the following transfers are exempt from paying the fee:

(a) When the transfer is to or from a trust where the sole beneficiary is the donor and Owner, or to or from an LLC where the Owner is the controlling manager/member, and no funds are exchanged on the transfer;

(b) When the transfer is solely between legally married spouses, domestic partners, and/or current Owners;

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

(d) When the transfer is to or from the estate executor after the death of the owner;

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

ARTICLE 7. MAINTENANCE AND ALTERATION OF CONDOMINIUM

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

If the Association finds it necessary to repair, replace or perform maintenance to any deck or patio due to Unit owner neglect, indifference to safety concerns, or damage requires such actions for safety, and/or to maintain the aesthetics and values of the Association, the cost of the same may at the discretion of the Board of Directors be levied as a special assessment against the Unit to which it is appurtenant.

2. Association Responsibility. The Association shall maintain in good condition and repair, replace and operate all of the Common Elements, except as provided above. The Association will also be responsible for the maintenance, repair, and replacement of sump pumps, backup sump pumps, and radon systems installed in any Unit unless such maintenance or repair is due to the misuse or neglect of the Unit owner, their occupants, or their guests.

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

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

5. Interior Divisions. A Unit owner may erect or change non-structural walls and barriers within its Unit provided that such owner shall not affect the Common Elements or the structural soundness of the Unit and provided further

that if such improvements may affect the Common Elements or structural soundness, such owner must submit plans and specifications for such improvements to the Board of Directors for its approval as provided in Section 7 of this Article at least sixty (60) days prior to the commencement of construction.

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

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

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

ARTICLE 8. RESTRICTIONS ON USE AND OCCUPANCY

1. Residential Purposes Only. Each Unit shall be occupied and used only for residential purposes and for no other purpose. No trade or business other than

activities related to rental residential use shall be carried on anywhere on the Condominium, except as otherwise provided for herein.

2. Leases of Units. Any owner may lease a Unit only to the extent allowed in the Bylaws and Rules and Regulations. No rooms in any Unit may be rented, and no transient tenants may be accommodated.

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

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

5. Parking.

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

(b) Vehicles which may not be parked at all. Junked, inoperative, unsightly or unlicensed vehicles, trailers, campers, camping trucks, house trailers,

motorcycles, mopeds, motorized bicycles, snowmobiles or land vehicles or the like shall not be permitted anywhere on the Condominium.

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

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

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

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

8. Satellite Dishes and Antennas. The following rule applies to any owner who installs a satellite dish, C.B., television, or other antenna. The rule does not apply to the extent that it conflicts with applicable law:

(a) Owners must notify the Board in advance of installing a satellite dish or antenna.

(b) No satellite dishes or antennas may be placed in the Common Element.

(c) In the event that adequate reception quality cannot be achieved by installation on the unit's patio/deck, application may be made to the Board of Directors with a proposed alternative placement for the Board's review.

(d) Satellite dishes must be professionally installed, and may not be larger than 3 feet in diameter. Wiring for the dish must be installed through the

unit and may not penetrate the buildings' masonry exterior. All wires must go through part of the "Unit" as defined in Association Documents (windows, doors, door frames, etc.).

(e) Satellite dish and wiring must be removed upon termination of service or sale of the unit, whichever occurs first, and any common or limited common area affected during removal must be returned to its original condition at owners' expense within 30 days after removal. If the seller does not pay for the expense, the buyer (new unit owner) will be responsible for the cost.

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

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

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

12. Noxious Activity. No use or practice shall be allowed on the Condominium, which is immoral, improper or offensive in the opinion of the Board of Directors, which is in violation of the Bylaws or Rules and Regulations of the Association, or is in violation of federal, state, or local laws.

13. Further Easements. The Association may grant easements over or through the Common Elements for such purposes as it deems reasonable for the benefit of the Unit owners. Such easements may include easements for bike paths

or other trails which are available for use by residents of other Constituent Developments.

ARTICLE 9. RECONSTRUCTION AFTER LOSS

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

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

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

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

3. Control of Restoration. The Association shall have the sole power to settle adjustments with the insurance carrier for policies purchased by the Association. If the Damaged Premises are solely within a Unit or Units owned by the same owner, the Association may permit such Unit owner to settle adjustments, except that no such adjustment shall cause an increase in premium or a decrease in coverage afforded. The Association shall have the sole power to engage contractors to restore the Damaged Premises, provided that a Unit owner's recommendations regarding restoration of a Unit shall be accepted if reasonable. If the insurance proceeds are insufficient for complete restoration because of

additional work within a Unit requested by a Unit owner, the Association shall apply to the restoration of any Unit only that portion of the proceeds of insurance which the insurance carrier shall specify is applicable to the particular Damaged Premises, and such Unit owner shall pay to the Association the deficiency caused thereby prior to performance of the work.

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

5. Condemnation. The Association shall represent the Unit owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the Common Elements or part thereof. The award or proceeds of settlement for a taking of part or all of the Common Elements shall be payable to the Association for the use and benefit of the Unit owners and their mortgagees as their interests may appear. The procedure for dealing with the total or partial condemnation of the Condominium shall be that set forth in Section 703.19, Wisconsin Statutes, as the same may be amended from time to time.

ARTICLE 10. INSURANCE

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

prior written notice to the Association giving it opportunity to cure the defect within that time. The Board of Directors shall obtain a third-party insurance appraisal, to be updated at least every 5 years, to determine the full replacement value of the Property insured..

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

(a) Worker's compensation insurance;

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

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

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

(e) Such other insurance, including cyber, flood including sewer backup and sump-pump coverage, or automobile insurance, as it deems necessary.

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

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

(a) The personal property within the Unit;

(b) Coverage A with special perils coverage added, which changes the perils covered from "named perils" to "all risks unless excluded", which insurance should also cover Building/Additions and Alterations/Improvements and Betterments in an amount of at least the Association's master policy deductible(s);

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

(d) Special perils contents coverage; and

(e) Sewer backup and sump pump failure coverage.

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

ARTICLE 11. **DELETED AS NO LONGER RELEVANT**

ARTICLE 12. AMENDMENT OF DECLARATION

1. Procedure. Except as otherwise provided herein, this Declaration may only be amended by the written consent of unit owners representing at least 67% or more of the total allocated votes of the Association. A Unit owner's written

consent is not effective unless it is approved by the mortgagee of the Unit, if any, to the extent set forth in the Act. Any amendment to this Declaration shall be prepared and executed by the presiding officer of the Association and shall become effective when recorded in the Office of the Register of Deeds for Waukesha County, Wisconsin. No action to challenge the validity of an amendment shall be commenced more than one (1) year after the amendment is recorded.

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

ARTICLE 13. RIGHTS OF MORTGAGE HOLDERS

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

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

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

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

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

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

(a) Any restoration or repair of the Condominium after a partial condemnation or damage due to an insurable hazard, shall be performed substantially in accordance with this Declaration and the original plans and specifications, unless other action is approved by holders of mortgages on Units which have at least Fifty-one (51%) of the votes of Units subject to mortgages.

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

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

4. Audit. A mortgagee shall be entitled, upon written request, to an audited financial statement for the immediately preceding fiscal year of the Association prepared at the expense of such mortgagee. Such financial statement shall be furnished within a reasonable time following such request.

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

ARTICLE 14. **DELETED AS NO LONGER RELEVANT**

ARTICLE 15. REMEDIES FOR VIOLATION BY UNIT OWNER

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

1. Claims and Remedies.

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

Such claims must be commenced with the arbitrator within one year of the date that the owner or resident knew or should have known of the underlying facts giving rise to the claim. Such claims may also be submitted to non-binding mediation before or during arbitration at the election of the claimant, with both sides paying half the cost of the mediator. The Association shall also have the option of arbitrating a claim against an owner (any non-assessment collection and non-declaratory judgment-related claim) using the same procedure above. With respect to any claim against the Association, the claim shall be limited to general damages; all owners and residents waive any claim for consequential or incidental damages.

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

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

ARTICLE 16. SERVICE OF PROCESS

The Resident Agent for the Condominium shall be the Association's registered agent, as stated on file with the Wisconsin Department of Financial Institutions. The Association's registered agent at the time of recording this Restated Declaration is Sentry Management, Inc. at 224 N. 76th Street, Milwaukee, WI 53213.

ARTICLE 17. RIGHT OF ENTRY

A right of entry to the Units shall exist for the owners thereof or their agents or any person authorized by the Association provided request for entry is made in advance and at a convenient time for the Member. However, in case of emergency, entry to a Unit may be made immediately, whether the owner or occupant of the

Unit is or is not present and without liability to the Unit owner, the Association or its agents. Any damage or loss caused as a result of such emergency entry shall be at the sole expense of the Unit owner, if, in the reasonable judgement of those authorizing the entry, such entry was for emergency purposes.

ARTICLE 18. CONSTRUCTION AND EFFECT

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

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

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

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

5. Security. The Association may, from time to time, provide measures of security on the condominium property; however, the Association is not a provider of security and shall have no duty to provide any security on the condominium property. The obligation to provide security lies solely with each unit owner individually. The Association shall not be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken.

This Amended and Restated Declaration complies with the requirements of the Declaration and the applicable law, Wis. Stat. §703.09(2), in that it has been approved by the written consent of not less than sixty-seven percent (67%) of the Unit owners in the Association, and such consents have been approved by the mortgagees or holders of equivalent security interest in the Units to the extent required by the Act.

IN WITNESS WHEREOF, the Association has executed this Sixth Amendment to the Declaration of Condominium Declaration of Condominium of East Sutton, A Village of Brookshire Condominium this 11 day of August, 2026

East Sutton Condominium Association, Inc., a Wisconsin Non-Stock Corporation,

By: Sandra L. Kowalewski

Sandra Kowalewski, President

STATE OF Wisconsin)
) ss.
COUNTY OF Waukesha)

This document was acknowledged before me by Sandra Kowalewski, as President of East Sutton Condominium Association, Inc. on this 11th day of Aug, 2026.

Notary Public, State of Wisconsin

Name: Francheska Mercedes

My Commission Expires: 09/14/2027

FRANCHESKA MERCEDES NOTARY PUBLIC STATE OF WISCONSIN

ATTEST:

East Sutton Condominium Association, Inc., a Wisconsin Non-Stock Corporation,

By: Sharon L Sant

Sharon Sant, Secretary

STATE OF Wisconson)
) ss.
COUNTY OF Waukesha)

This document was acknowledged before me by Sharon Sant, as Secretary of East Sutton Condominium Association, Inc. on this 11th day of Aug, 2026

Notary Public, State of Wisconsin

Name: Francheska Mercedes

My Commission Expires: 09/14/2027

FRANCHESKA MERCEDES NOTARY PUBLIC STATE OF WISCONSIN

This document was drafted by:
Lydia J. Chartre, Esq.
Kaman & Cusimano LLC
111 E. Kilbourn Avenue, Suite 1700
Milwaukee, WI 53202

EXHIBIT A

LEGAL DESCRIPTION

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

EXHIBIT B

TAX KEY AND ADDRESSES

Tax Key	Address	Unit Number
1314116	101 East Sutton Place, Unit A	1
1314117	101 East Sutton Place, Unit B	2
1314118	101 East Sutton Place, Unit C	3
1314119	101 East Sutton Place, Unit D	4
1314120	103 East Sutton Place, Unit A	5
1314121	103 East Sutton Place, Unit B	6
1314122	103 East Sutton Place, Unit C	7
1314123	103 East Sutton Place, Unit D	8
1314124	105 East Sutton Place, Unit A	9
1314125	105 East Sutton Place, Unit B	10
1314126	105 East Sutton Place, Unit C	11
1314127	105 East Sutton Place, Unit D	12
1314128	105 East Sutton Place, Unit E	13
1314129	100 East Sutton Place, Unit A	14
1314130	100 East Sutton Place, Unit B	15
1314131	100 East Sutton Place, Unit C	16
1314132	100 East Sutton Place, Unit D	17
1314133	102 East Sutton Place, Unit A	18
1314134	102 East Sutton Place, Unit B	19
1314135	102 East Sutton Place, Unit C	20
1314136	102 East Sutton Place, Unit D	21
1314137	104 East Sutton Place, Unit A	22
1314138	104East Sutton Place, Unit B	23
1314139	104East Sutton Place, Unit C	24
1314140	104 East Sutton Place, Unit D	25
1314141	106 East Sutton Place, Unit A	26
1314142	106 East Sutton Place, Unit B	27
1314143	106 East Sutton Place, Unit C	28
1314144	106 East Sutton Place, Unit D	29
1314146	108 East Sutton Place, Unit A	30
1314147	108 East Sutton Place, Unit B	32
1314148	108 East Sutton Place, Unit C	33
1314149	110 East Sutton Place, Unit A	34
1314150	110 East Sutton Place, Unit B	35
1314151	110 East Sutton Place, Unit C	36
1314152	110 East Sutton Place, Unit D	37
1314153	112 East Sutton Place, Unit A	38
1314154	112 East Sutton Place, Unit B	39
1314155	112 East Sutton Place, Unit C	40
Tax Key	**Address**	**Unit Number**

1314156	112 East Sutton Place, Unit D	41
1314157	112 East Sutton Place, Unit E	42
1314158	115 East Sutton Place, Unit D	43
1314159	115 East Sutton Place, Unit C	44
1314160	115 East Sutton Place, Unit B	45
1314161	115 East Sutton Place, Unit A	46
1314162	117 East Sutton Place, Unit D	47
1314163	117 East Sutton Place, Unit C	48
1314164	117 East Sutton Place, Unit B	49
1314165	117 East Sutton Place, Unit A	50
1314166	111 East Sutton Place	51
1314167	109 East Sutton Place	52