

DECLARATION OF CONDOMINIUM

OF

BROOKFIELD LAKE CONDOMINIUM

Waukesha County, Wisconsin

The condominium units are located at
18725, 18750, 18755, 18775 Brookfield Lake Drive
and 18625 and 18635 Brookfield Lake Court
Waukesha, Wisconsin 53186

This instrument was drafted by
Robert B. Peregrine
of Peregrine Law Offices, S.C.

This instrument should be returned to:

~~Peregrine Law Offices, S.C.~~
633 West Wisconsin Avenue
Milwaukee, WI 53203

TABLE OF CONTENTS

	<u>Page</u>
I. DEFINITIONS	
Section 1.1 Undefined Capitalized Terms.....	1
Section 1.2 Defined Terms.....	1
II. DESCRIPTION	
Section 2.1 Description of Buildings.....	4
Section 2.2 Description of Units.....	4
Section 2.3 Description of Limited Common Elements.....	5
Section 2.4 Description of Reserved General Common Elements.....	7
Section 2.5 Description of General Common Elements.....	8
Section 2.6 Declarant's Right to Modify Units.....	8
Section 2.7 Declarant's Right to Alter Common Elements.....	9
III. PERCENTAGE INTERESTS AND VOTING	
Section 3.1 Percentage Interests.....	9
Section 3.2 Votes.....	9
IV. EASEMENTS	
Section 4.1 Additional Easements.....	9
Section 4.2 (Omitted)	15
V. OPTION TO EXPAND.....	15
Section 5.1 Option to Expand the Condominium.....	15
Section 5.2 Additional Property-Assessments, Votes.....	18
VI. BUDGETS; COMMON CONDOMINIUM EXPENSES; ASSESSMENTS AND ASSESSMENTS AND ENFORCEMENT.....	18
Section 6.1 Monthly Payments.....	18
Section 6.2 Surplus Funds.....	19
Section 6.3 Liability of Declarant for Special Assessments	19
VII. USE RESTRICTIONS.....	19
Section 7.1 Restrictions.....	19
Section 7.2 Rules and Regulations.....	20
VIII. LEASING.....	20

Section 8.1 Declarant's Right to Lease or Sell Units.....	20
Section 8.2 Unit Owner's Right to Lease.....	20
IX. AMENDMENT TO DECLARATION.....	21
Section 9.1 Amendment.....	21
Section 9.2 Amendments to the Condominium Documents.....	22
X. INDIVIDUAL MORTGAGES ON UNITS	22
Section 10.1 Requirements.....	22
Section 10.2 Eligible Mortgagees.....	23
Section 10.3 Rights of Eligible Mortgagees.....	24
Section 10.4 Approval of Mortgagees.....	26
XI. CLUBHOUSE.....	29
Section 11.1 Construction.....	29
Section 11.2 Membership.....	29
XII. BOUNDARY RELOCATION; PARTITION.....	29
Section 12.1 Relocation of Unit Boundaries and Subdivision of Units.....	29
Section 12.2 No Revocation or Partition.....	30
XIII. CONDOMINIUM DOCUMENTS: SCOPE.....	30
Section 13.1 Scope of Coverage.....	30
XIV. DAMAGE OR DESTRUCTION; EMINENT DOMAIN.....	30
Section 14.1 Damage or Destruction.....	30
Section 14.2 Eminent Domain.....	31
Section 14.3 Negotiations.....	31
XV. INSURANCE.....	31
Section 15 Insurance.....	31
XVI. DISCLAIMER OF LIABILITY OF ASSOCIATION.....	31
Section 16 Disclaimer.....	31
XVII. ADDITIONAL PROVISIONS.....	32
Section 17.1 Priority of First Mortgagees.....	32
Section 17.2 Waiver.....	33
Section 17.3 Severability.....	33
Section 17.4 Recording of Consents/Approvals.....	33
Section 17.5 Mergers.....	33
Section 17.6 Conveyance of Additional Common Elements.....	33
Section 17.7 No Obligations.....	34
Section 17.8 Registered Agent.....	34
Section 17.9 Liability for Water/Sewer Charges and Assessments.....	34

DECLARATION OF CONDOMINIUM
OF
BROOKFIELD LAKE CONDOMINIUM

This Declaration is made as of this 15th day of September, 1990, by Brookfield Lake Development Corp., a Wisconsin corporation (hereinafter referred to as the "Declarant").

Declarant owns certain real property located in the County of Waukesha, State of Wisconsin and more particularly described in EXHIBIT A attached hereto and made a part hereof (hereinafter referred to as the "Submitted Property") and Declarant does hereby declare that the Submitted Property is hereby made subject to the Wisconsin Condominium Ownership Act (hereinafter referred to as the "Act"). The Property (as hereinafter defined) 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 Brookfield Lake Condominium (hereinafter referred to as the "Condominium") situated in the Town of Brookfield, Wisconsin. The address of the Association (as hereinafter defined) shall be c/o Brookfield Lake Development Corp., W228 N727 Westmound Drive, Waukesha, WI 53186.

ARTICLE I

DEFINITIONS

Section 1.1. Undefined Capitalized Terms. Capitalized terms not otherwise defined herein shall have the meanings specified or used in the Act.

Section 1.2. Defined Terms. The following terms shall have the following specific meanings when used herein:

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

(b) "Additional Property" means the real property and any improvements thereon, whether now existing or hereafter constructed, more particularly described in EXHIBIT B attached hereto and made a part hereof, which real property

may be added in whole or in part at any time or from time to time to the Condominium in accordance with the provisions of this Declaration and the Act.

(c) "Association" means the Brookfield Lake Condominium Association, Inc., the association of the Unit Owners in the Condominium.

(d) "Board of Directors" means the governing body of the Association.

(e) "Building(s)" means any detached structure containing one or more Units which structure is situated on the Property.

(f) "Building Plans" consist of the plans and any supplemental plans showing graphic particulars of the Buildings and the Units.

(g) "Bylaws" means the Bylaws of the Brookfield Lake Club Condominium Association, Inc.

(h) "Common Elements", both "General" and "Limited", mean all parts of the Condominium other than the Units, as more fully set forth in Sections 2.3, 2.4 and 2.5 of this Declaration.

(i) "Common Condominium Expenses" means and includes all sums lawfully assessed against the Unit Owners by the Association, including without limitation (i) expenses of administration, maintenance, repair or replacement of the Common Elements, including the costs of maintaining and dredging the ponds and lakes located on the Property and complying with any and all laws, ordinances, regulations or guidelines applicable thereto, insurance premiums and contributions to such reserves as may be established, and (ii) expenses declared Common Condominium Expenses pursuant to the provisions of the Act or this Declaration or the Bylaws.

(j) "Condominium" means the Brookfield Lake Condominium.

(k) "Condominium Documents" consist of this Declaration, the Articles, the Bylaws and the Rules and Regulations.

(l) "Declarant" means Brookfield Lake Development Corp., a Wisconsin corporation, its successors and assigns who take title to any portion of the property described on EXHIBIT A or EXHIBIT B for the purpose of development and

sale and are designated as the Declarant hereunder in a recorded instrument executed by the immediately preceding Declarant.

(m) "Declaration" means this Declaration of the Brookfield Lake Condominium.

(n) "Design Review Committee" means the Design Review Committee which the Board of Directors may establish for the purpose of reviewing and approving any and all alterations, improvements or modifications to the Condominium in accordance with the terms and conditions of the Bylaws or in the event the Board elects not to appoint a Design Review Committee, the term "Design Review Committee" shall refer to the Board.

(o) "Eligible Mortgagee" means any person or entity who is the holder or governmental insurer or guarantor of an Eligible Mortgage and who has requested the Association to notify it of any proposed action pursuant to Section 10.4 hereof requiring the prior written consent of a specified percentage of Eligible Mortgagees.

(p) "Eligible Mortgage" means any of the following (i) a recorded first deed of trust or mortgage encumbering a Unit or (ii) any junior mortgage which is to the Declarant or a seller of a Unit.

(q) "Limited Common Elements" means those portions of the Common Elements designated in this Declaration or on the Plats or Building Plans as being Limited Common Elements.

(r) "Managing Agent" means any professional managing agent employed to perform duties and services for the Condominium in accordance with the Condominium Act, this Declaration and the Bylaws.

(s) "Parcel Developer" means any developer who purchases land within the Property for the purposes of development and sale.

(t) "Percentage Interest" means the undivided percentage interest of each Unit in the Common Elements as set forth in Section 3.1 of this Declaration, as amended from time to time in accordance with the provisions of the Act and this Declaration. In the event the Condominium is expanded, Percentage Interests for all Units in the Condominium as expanded shall be adjusted as set forth in Article V of this Declaration.

(u) "Plats" means the Plat(s) of Survey of the Condominium being recorded pursuant to the Act simultaneously with this Declaration as the same may be amended from time to time.

(v) "Property" means the Submitted Property. In the event the Condominium is expanded, the term "Property" shall mean the Submitted Property, together with such portions of the Additional Property and other real property as from time to time have been added to the Condominium.

(w) "Rules and Regulations" means the rules and regulations adopted from time to time by the Board of Directors pursuant to the Bylaws.

(x) "Submitted Property" means the real property as described in EXHIBIT A.

(y) "Unit" means a unit as defined in the Act, as separately described as a Unit on the Plat, on the Building Plans; and in the Section of this Declaration entitled "Description of Units" and any amendment to any of the foregoing.

(z) "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 owns fee simple title to a Unit or has equitable ownership to a Unit as a land contract vendee, but does not include any mortgagee, as such, unless and until such mortgagee takes title to a Unit by foreclosure or process in lieu thereof.

ARTICLE II

DESCRIPTION

Section 2.1. Description of Buildings. There will be six (6) Buildings on the Submitted Property. Buildings 8 and 10 will each contain eight (8) townhouse type Units: Types A, B, C, D, E, F, G and H. Building 9 will contain eight (8) ranch type Units: Type AA, BB, CC, DD, EE, FF, GG and HH. Buildings 11, 12 and 13 will each contain six (6) townhouse type Units: Type A, B, C, D, G and H. Declarant reserves the option to construct any combination of the aforesaid Units in any of the Buildings. The total number of Units in the Submitted Property shall be forty-two (42). The location of each Building is set forth in the Condominium Plat.

Section 2.2. Description of Units.

(a) Units are identified by Building and Unit number as indicated on the Plat. Each Unit and the approximate area, location, number of rooms, appurtenant Limited Common Elements and immediate Common Elements to which said Unit has access are shown on the Building Plans.

(b) The boundaries of each Unit shall consist of that part of each Building as follows:

(i) Horizontal Boundaries: The upper and lower boundaries of the Unit shall be the following boundaries extended to an intersection with the vertical boundaries:

(A) Upper Boundary: The upper boundary of a Unit is the horizontal plane of the bottom surface of the floor joist above the uppermost floor of each such Unit; provided, however, that the upper boundary of each of the uppermost Units in a Building is the horizontal plane of the bottom surface of the attic floor joists, if any, above such Unit, or if no such attic floor joists, then the bottom surface of the rafters supporting the roof of the Building.

(B) Lower Boundary: The lower boundary of a Unit is the horizontal plane of the top surface of the floor joists below the lower most floor of each such Unit; provided, however, that the lower boundary of the lower most Unit is the top surface of the unfinished concrete floor slab below the lower most floor, including the basement, if any, of each such Unit.

(ii) Vertical Boundaries: The vertical boundaries of a Unit are the vertical planes, extended to intersections with each other and with said Unit's upper and lower boundaries, of the inner surface of any stone, brick, block or other masonry walls bounding such Unit and, with respect to those walls bounding such Unit which are not of stone, brick, block or other masonry, such vertical boundaries are the interior surface of the studs which support the dry wall, wood, or plaster perimeter walls bounding such Unit.

(iii) Included Items: Expressly included as part of each Unit are:

(A) the door to any patio or deck serving the Unit;

(A1) the garages;

(B) the garage door, the front entrance door and any other entrance door to the Unit and any and all hardware (including without limitation garage door openers and related mechanical systems, if any) associated therewith;

(C) all windows, screens or sky lights for the Unit; including porch screens;

(D) interior ceilings, floors, walls, and floor and wall coverings, including those within any screened or enclosed porch;

(E) the air conditioning, heating and hot water components exclusively serving such Unit whether or not located within the designated boundary lines of the Unit;

(F) subject to subparagraph (G) below, all space, interior partitions and other fixtures and improvements (including, without limitation, sinks, bathtubs, other plumbing facilities, refrigerators, ovens, and other appliances) within the designated boundaries of a Unit; and

(G) if any chutes, flues, ducts, conduits, wires, pipes, bearing walls, bearing columns or any other apparatus (including, without limitation, wall safes, medicine cabinets, built-in shelving and other similar items) lies partially within and partially outside of the designated boundaries of a Unit, 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.

(iv) Encroachment. If any portion of the General or Limited Common Elements shall encroach upon any Unit, or if any Unit shall encroach upon any other Unit or upon any portion of the General or Limited Common Elements as a result of the duly authorized construction, reconstruction or repair of a Building, or as a result of settling or shifting of a Building, a valid easement for the encroachment and for its maintenance shall exist so long as the Building stands. The existing physical boundaries of a Unit or Common Element constructed or reconstructed in substantial conformity with the Plats shall be conclusively presumed to be its boundaries, regardless of the settling or shifting of the Building and regardless of minor variations between the physical boundaries

described in this Declaration or shown on the Plats and the existing physical boundaries of any such Unit or Common Element.

Section 2.3. Description of Limited Common Elements.

The Limited Common Elements consist of those Common Elements which are

reserved for the use of specific Units to the exclusion of all other Units. The Limited Common Elements include without limitation:

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

(ii) functional balconies (being those balconies designed for use as same); (non-functional balconies, being those designed for decorative or ornamental purposes only, are General Common Elements);

(iii) the frames and sills of all entrance doors, porch, deck or balcony doors and frames and sills of all windows which are not part of the Unit but which are adjacent to and serve only such Unit;

(iv) the sidewalk and driveway exclusively serving a Unit or a number of specific Units (extending from the Unit door or garage door to the street or road as shown on the Plats;

(v) the exterior patio and deck lights, rear balcony lights and/or front coach light, if any, mounted on the exterior of a Unit;

(vi) any chimney, dormer or vent or similar appurtenance exclusively serving a Unit whether or not located within the designated boundary lines of a Unit; and

(vii) Subject to the provisions of Section 2.2 (iii) (A) through (G), any shutters, awnings, window boxes, doorsteps, stoops, porches, decks and other fixtures, (including, without limitation, mailboxes, house numbers and landscaping) designed to service a single Unit but located outside a Unit.

Section 2.4. Description of Reserved General Common Elements.

The Reserved General Common Elements are those parts of the General Common Elements not reasonably intended or designed to serve all of the Unit Owners which the Board of Directors may designate from time to time for the use and benefit of the Association and/or any Unit Owner(s) to the exclusion of other Unit Owners(s) and may impose reasonable charges for and in consideration of such use. Any such designation by the Board of Directors shall not be construed as a sale or disposition of such portions of the General Common Elements. The Clubhouse, as hereinafter defined, shall be a Reserved General Common Element if constructed and if added to the condominium.

Section 2.5. Description of General Common Elements.

The General Common Elements consist of the entire Condominium other than the Units and the Limited and Reserved General Common Elements and include, without limitation, the following:

- (a) (Omitted)
- (b) All foundations, columns, girders, beams and supports of Buildings not included as parts of Units;
- (c) All exterior walls and facings and roof of Buildings and all partitions separating Units not included as parts of Units;
- (d) All surface parking and driveway areas, side-walks, common walkways, pathways, and private streets, not included as parts of the Limited Common Elements or the Reserved General Common Elements;
- (e) All meters, pipes, wires, cables, conduits and other apparatus relating to drainage, power, light, telephone, gas, cable television, heating, water metering, sprinkling and plumbing systems not included as parts of Units;
- (f) All access steps and landings serving Units, not included as parts of the Limited Common Elements; and
- (g) All retention ponds, ponds, lakes and drainage systems located on the Property.

Section 2.6. Declarant's Right to Modify Units.
Declarant hereby reserves the right to increase and/or modify or alter the size, location and floor plans of a Unit during the construction of such Unit without the consent of any

Unit Owner or Mortgagee. In the event Declarant exercises its rights with respect to any Unit, Declarant may file an amendment to the Condominium Plat with the Register of Deeds of Waukesha County showing the exact location, size and floor plans of the modified Unit.

Section 2.7. Declarant's Right to Alter Common Elements. The Declarant and its duly authorized agents, representatives and employees shall have the right exercisable in the sole discretion of the Declarant, to modify, alter, remove or improve any defective or nonfunctional Common Element (including without limitation any item of equipment or any fixture). Such right shall expire with respect to each Common Element as of the date two (2) years after Declarant shall have satisfied all of its obligations under any Condominium Document and all commitments in favor of any Unit Owner and the Association.

ARTICLE III

PERCENTAGE INTERESTS AND VOTING

Section 3.1. Percentage Interests. The undivided percentage interest in Common Elements (including Limited Common Elements) of the Condominium shall at any and all times be equally apportioned and appurtenant to each and every Unit then included in the Condominium. Each Unit's percentage interest in Common Elements shall accordingly be determinable at any time by dividing the number One Hundred (100) by the number of Units then included in the Condominium. -- Until such time as Declarant may expand the Condominium in accordance with Article V hereof, the percentage interest in Common Elements appertaining to each Unit shall be 2.3809 %.

Section 3.2. Votes. There shall be one vote appertaining to each Unit.

ARTICLE IV

EASEMENTS

Section 4.1. Additional Easements. In addition to and in supplementation of the easements provided for by Section 703.32 of the Wisconsin Statutes and other provisions of the Act, and any and all licenses, easements, rights-of-way, covenants, limitations and restrictions of record, the Condominium shall be subject to the following easements and restrictions:

(a) Additional Property: Ingress and Egress and Utilities. The Declarant, for itself and 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, and for companies providing utilities to the Property and/or the Additional Property, hereby reserves a perpetual, alienable 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 or the Additional Property for pedestrian and vehicular ingress and egress into and from any and all portions of the Condominium and the Additional Property, and for purposes of constructing walkways, pathways, roadways, and drives between the Condominium and the Additional Property, and on, over and through any portion of the Condominium and/or the Additional Property, except portions occupied by structural improvements, for the construction, installation, placement, inspection, maintenance, repair, replacement, or restoration of any drainage or sprinkler systems and utilities, including, without limitation, gas, telephone, electricity, water, sewer and cable television, for the benefit of the Condominium and the Additional Property, or any part or parts thereof and for any and all lawful purposes. In the exercise of any rights hereunder, there shall be no unreasonable interference with the use of any Unit for residential purposes, or with the Common Elements or the Additional Property for the purposes for which each reasonably is intended. Any person exercising any rights hereunder is and shall be obligated to repair promptly, at such person's own expense, any damage caused by the exercise of such rights and to restore the Common Elements or the Additional Property, to the condition of such property prior to the exercise of such rights. The provisions of this paragraph automatically shall terminate and be of no further force and effect at such time, if any, as the Condominium shall be expanded to include all of the Additional Property.

(b) Easement to Facilitate Sales.

(i) The Declarant and its duly authorized agents, representatives and employees shall have the right, exercisable in Declarant's sole discretion, to use as model, sales and/or rental offices and/or for any other lawful purpose or purposes any unsold Unit or Units and any Unit or Units leased by the Declarant from Unit Owners who may agree to lease their Units to the Declarant for such use(s). Such Units shall be Units within the meaning of this Declaration and the Condominium Act, and shall not comprise a part of the Common Elements. The Declarant shall have the absolute

right for itself, its duly authorized agents, representatives and employees and its invitees and prospective purchasers, to use and enter, without being subject to any charge or fee therefor, any and all such Units and the Common Elements, including parking areas, for model, sales and/or rental purposes and/or for any other lawful purpose or purposes, including placing thereon "for sale" or "for rent" signs and other promotional materials.

(ii) Declarant shall have an easement to maintain sales offices, including without limitation, a sales center, and management offices throughout the Property and to maintain one or more advertising signs on the Common Elements while the Declarant is selling Units in the Condominium. Declarant may from time to time relocate models, management offices and sales offices to different locations within the Property. Upon the relocation of a model, management office or sales office, Declarant may remove all personal property and fixtures therefrom.

(iii) So long as Declarant shall be engaged in selling Units in the Condominium, Declarant shall have the right to restrict the use of the Common Element parking spaces for sales purposes. Such use shall include reserving such spaces for use by prospective Unit purchasers, Declarant's employees, and others engaged in sales, maintenance, construction or management activities.

Notwithstanding anything to the contrary contained in this Declaration, the Bylaws, or the Rules and Regulations, no provision in said Condominium Documents or any amendment thereto shall limit or restrict the Declarant's rights pursuant to this Section 4.1(b).

(c) Utility and Other Easements. The Units and Common Elements and the Property, including any dedicated street thereon, shall be, and are hereby, made subject to easements in favor of the Declarant (until Declarant shall have satisfied all of its obligations under any Condominium Document and all commitments in favor of any Unit Owner and the Association), the Association, appropriate utility and service companies and governmental agencies or authorities for such utility and service lines and equipment, including cable television and security systems, as may be necessary or desirable to serve any portion of the Property and the Additional Property. The easements provided for by this Section 4.1 (c) shall include, without limitation, rights of

Declarant, the Association, any providing utility, any service company, and any governmental agency or authority and any of them to install, lay, maintain, repair, relocate and replace gas lines, pipes and conduits, water mains and pipes, sewer and drain lines, telephone wires and equipment, television equipment and facilities (cable or otherwise), security systems, electrical wires, conduits and equipment and ducts and vents and any other appropriate equipment and facilities over, under, through, along and on the Units and Common Elements. Notwithstanding the foregoing provisions of this Section, unless 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 or occupancy of the Unit by its occupants.

(d) Streets and Roadways. The Association shall have the right to dedicate or transfer all or any part of the Common Elements to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Unit Owners. Except for the installation of utilities pursuant to Section 4.1(c) hereof, no such dedication or transfer shall be effective unless approved by Unit Owners owning Units to which at least seventy-five percent (75%) of the votes in the Association appertain and Eligible Mortgagees holding sixty-seven percent (67%) of all Eligible Mortgages owned in the Condominium and unless written notice of the proposed agreement and action thereunder is sent to every Unit Owner at least ninety (90) days in advance of any such action.

(e) Declarant's Easements.

(i) Declarant reserves an easement (until Declarant shall have satisfied all of its obligations under any Condominium Document and all commitments in favor of any Unit Owner and the Association) to use portions for itself, its duly authorized agents, representatives, and employees of the Common Elements and any Units owned by Declarant for construction or renovation related purposes including the storage of tools, machinery, equipment, building materials, appliances, supplies and fixtures, and the performance of work respecting the Property or the Additional Property.

(ii) Declarant reserves an easement (until Declarant shall have satisfied all of its obligations under any Condominium Document and all commitments in favor of any Unit Owner and the Association) for itself, its duly authorized agents, representatives, and employees on, over and under those portions of the Common Elements not located within the Buildings for the purpose of maintaining and correcting drainage of surface, roof or storm water. The easement created by this Section 4.1 (e) expressly includes the right to cut any trees, bushes, or shrubbery, to grade the soil or to take any other action reasonably necessary, following which the Declarant shall restore the affected property as closely to its original condition as practicable.

(iii) Until the Declarant shall have satisfied all of its obligations under any Condominium Document and all commitments in favor of any Unit Owner and the Association and for a period of two (2) years thereafter, the Declarant shall have an easement for itself, its duly authorized agents, representatives, and employees through the Units and the Common Elements for any access necessary to complete any renovations or modifications to be performed by Declarant.

Notwithstanding anything to the contrary contained in this Declaration, the Bylaws or the Rules and Regulations, no provision in said Condominium Documents or any amendment thereto shall limit or restrict the Declarant's rights pursuant to this Section 4.1(e).

(f) Easement for Ingress and Egress Through Common Elements, Access to Units and Support.

(i) Each Unit Owner is hereby granted an easement in common with each other Unit Owner for ingress and egress through all General Common Elements, subject to such reasonable rules, regulations and restrictions as may be imposed by the Association. Each Unit is hereby burdened with and subjected to an easement for ingress and egress through all General Common Elements by persons lawfully using or entitled to the same.

(ii) To the extent necessary, each Unit shall have an easement for structural support over every other Unit in the Building and 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 and the Common Elements.

Owners. (g) Common Elements Easement in Favor of Unit

The Common Elements (including without limitation the Limited Common Elements) shall be and are hereby made subject to the following easements in favor of the Units benefitted:

(i) For the installation, repair, maintenance, use, removal and/or replacement of pipes, wires, ducts, cables, conduits, heating and air conditioning systems, electrical, security, telephone, television and other communication wiring and all other utility lines and distribution systems, whether or not such Common Elements are located in any of the other Units or in any other part of the Condominium, to the extent such pipe, wire, and air conditioning system, electrical, telephone, television and other communication wiring and all other utility lines and distribution systems serves any Unit or is necessary for service to any Unit.

(ii) 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.

(iii) For driving and removing nails, screws, bolts and other attachments bounding the Unit and the Unit side surface of the studs which support the dry wall or plaster perimeter walls bounding the Unit, the bottom surface of floor joists above the Unit and the top surface of the floor joists below the Unit to the extent such nails, screws, bolts and other attachment devices may encroach into a part of a Common Element adjacent to such Unit; provided that any such action will 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.

(iv) For the maintenance of the encroachment of any lighting devices, outlets, medicine cabinets, 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 (including without limitation the Limited Common Elements) on the date this Declaration is recorded or as thereafter installed by Declarant.

(h) Units and Common Elements Easement in Favor of Association. The Units and the Common Elements, including, without limitation, the Limited Common Elements, are hereby made subject to the following easements in favor of the Association and its agents, employees and independent contractors:

(i) for inspection of the Units and Limited Common Elements in order to verify the performance by Unit Owners of all items of maintenance and repair for which they are responsible;

(ii) for inspection, maintenance, repair and replacement of the General Common Elements or the Limited Common Elements situated in or accessible from such Units or Common Elements, or both; and

(iii) for correction of emergency conditions in one or more Units or Common Elements, or both, or casualties to the Common Elements and/or the Units.

Section 4.2. (Omitted)

ARTICLE V

OPTION TO EXPAND

Section 5.1. Option to Expand the Condominium.
The Declarant hereby expressly reserves an option until the tenth anniversary of the recordation of this Declaration to expand the Condominium in compliance with Section 703.26 of the Act without the consent of any Unit Owner or Mortgagee.

The option to expand may be terminated prior to such anniversary only upon the recordation by the Declarant of an amendment to this Declaration. The option to expand is subject to the following:

(a) The Declarant expressly reserves the unqualified right to add all or any portion(s) of the Additional Property, to add additional Units, or to do either or both of the foregoing at any time or from time to time at different times within the aforesaid ten (10) year period, provided, only that the total area of Additional Property added to the Condominium shall not exceed the total area of the Additional Property as described in EXHIBIT B.

(b) The maximum number of Units on the Submitted Property and Additional Property will not exceed Ninety-eight (98) , if fully expanded.

(c) In order to exercise its rights pursuant to this Article V, Declarant shall execute and record a supplemental declaration, which supplemental declaration shall describe the Additional Property to be added to the Condominium, the number of Units to be added, a description of said Units and any Limited or General Common Elements, the Percentage Interest of each Unit (determined in accordance with subsection (g) hereof), and any complimentary additions 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 the Declaration, including a provision for additional easements, and to reflect any adjustment to the Common Condominium Expenses in connection with the Condominium as expanded.

(d) Declarant makes no assurances as to the locations of improvements that may be constructed on any portion of the Additional Property. Such improvements as may from time to time exist on any portion of the Additional Property will become part of the Condominium if and only if the Declarant's option to expand is timely exercised to include those portions of the Additional Property on which such improvements exist.

(e) All Units to be created on any portion of the Additional Property added to the Condominium shall be restricted to residential use, and the quality, principal materials and architectural style of future improvements on any such portion shall be compatible with that of the improvements on the Submitted Property; provided, however, that apartment-style condominium units shall be deemed to be

compatible with the improvements on the Submitted Property so long as said Units are compatible in architectural style and in quality of material. No assurances are made by Declarant as to the size or type of Units or other improvements that may be created in the future on the Additional Property.

(f) Declarant expressly reserves the right to create Limited Common Elements on the Additional Property, and to designate Common Elements thereon which may, in the sole discretion of the Declarant, be assigned as Reserved General Common Elements. Declarant makes no assurances as to the type, size or maximum number of such Common Elements or Reserved General Common Elements.

(g) In the event the Condominium is expanded, the allocation of Percentage Interests in the Condominium, as expanded from time to time, shall be determined as provided in Section 3.1 of this Declaration to reflect the addition of any Units added by such expansion.

(h) In the event the Declarant exercises its right to expand the Condominium pursuant hereto, then upon any such expansion all references in this Declaration to the "Buildings," the "Condominium," "Units," "Property," "Unit Owners," "Association," and all other terms which refer to the Condominium or any aspect thereof automatically shall refer to the Condominium as expanded.

(i) In the event the Declarant shall not add to the Condominium all or any portion of the 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 4.1(a) of this Declaration.

(j) In the event community and/or recreation facilities shall be constructed upon any portion of the Additional Property added to the Condominium, but the Condominium shall not be expanded to include all of the Additional Property, the Declarant expressly reserves the right to grant to any persons at any time owning or occupying any portion of the Additional Property and the members of their families and guests, a non-exclusive easement for the use and enjoyment of such facilities and for reasonable rights of pedestrian and vehicular ingress and egress over the Condominium in furtherance thereof. Such easements shall be subject, without limitation, to all covenants and conditions of record, and to the obligation of all owners of any portion of the Additional

Property to bear their fair share of all costs of operating, maintaining, repairing and replacing such facilities.

Section 5.2. Additional Property-Assessments, Votes.

Unit Owners of Units added to this Declaration shall be entitled to vote upon the recording of the supplemental declaration which adds the Units to the Condominium; each such Unit shall have one vote. Assessments shall commence as to such Units in accordance with Section 6.1 hereof.

ARTICLE VI

BUDGETS; COMMON CONDOMINIUM EXPENSES; ASSESSMENTS AND ASSESSMENTS AND ENFORCEMENT

Section 6.1. Monthly Payments. The Board of Directors shall levy and enforce the collection of the general and special assessments for Common Condominium Expenses in accordance with the terms and conditions contained in the Bylaws..

Assessments shall commence as to any Unit upon the first conveyance of such Unit to a person or entity other than the Declarant or the issuance of an occupancy certificate for such Unit, if an occupancy certificate is required, whichever last occurs; and as to those Units added pursuant to a supplemental declaration in accordance with the terms and provisions of Article V, assessments shall commence as to any such Unit upon the first conveyance of such Unit to a person or entity other than the Declarant or the issuance of an occupancy certificate for such Unit, if an occupancy certificate is required, whichever last occurs; provided, however, that during the period from the date of the recording of this Declaration (as to the Submitted Property) or the supplemental declarations adding Additional Property as provided in Article V hereof (as to any Additional Property added hereunder) and until an occupancy certificate has been issued for such Unit, Declarant shall not be obligated to pay any assessment with respect to such Unit. In addition, during the period from the date of issuance of such occupancy certificate until the first conveyance of such Unit to a person or entity other than the Declarant (the "Guarantee Expiration Date"), the Declarant shall not be obligated to pay the share of Common Condominium Expenses and general assessments attributable to any such Unit owned by the Declarant in the applicable phase, as long as, in the alternative, the general assessments for Common Condominium Expenses.

imposed on each Unit Owner in the applicable phase other than the Declarant shall not increase during such period over the amount set forth in the estimated operating budget contained in the disclosure package delivered to such Unit Owner when such Unit Owner contracted to purchase the Unit; and provided that the Declarant shall, if the Declarant does so elect not to pay such Unit's share of the Common Condominium Expenses, be obligated to pay any amount of Common Condominium Expenses actually incurred during such period and not produced by the general assessments at the guaranteed level. All Common Condominium Expense annual assessments shall be due and payable in equal monthly installments, in advance, on the first day of each month. Special Assessments shall be due and payable in equal monthly installments, in advance, on the first day of each month, during the period of time as established by the Board of Directors. Assessments, other than special assessments, shall be deemed to have been adopted and assessed on a monthly basis and not on an annual basis payable in monthly installments.

Section 6.2. Surplus Funds. Surplus funds of the Association remaining after payment of or provision for Common Condominium Expenses and any prepayment of reserves may, in the discretion of the Board of Directors, either (i) be returned to the Unit Owners based on the total assessment percentage of the Units owned by such Unit Owner, or (ii) be so credited on the same basis to the Unit Owners to reduce each Unit Owner's future Common Condominium Expense assessments, or (iii) added to reserves until exhausted.

Section 6.3. Liability of Declarant for Special Assessments. Notwithstanding anything to the contrary hereinbefore contained, Declarant shall not be liable for any special assessments at any time established without its consent.

ARTICLE VII

USE RESTRICTIONS

Section 7.1. Restrictions. The occupancy and use of the Units and Common Elements shall be subject to the restrictions set forth in the Bylaws, as amended from time to time, and the following restrictions:

(a) The Units, Unit Owners, and the Association shall comply with the use restrictions set forth in the Declaration and the Bylaws of the Association, as the same may be amended, from time to time.

(b) The Units in the Condominium (with the exception of any Units during the time period when they are being used by the Declarant as a sample, model or sales or management office) are restricted to single family residential use and may not be used for any other purposes by the Unit Owner or any future Unit Owner.

(c) A Unit Owner is prohibited from making any alteration, installation, removal, reconstruction, or repair to his Unit or Units which will impair the structural integrity of the Building or any mechanical or electrical system therein; or adversely affect either the thermal or acoustical character of the Building; or lessen the support of any portion of the Building; or violate any applicable law, ordinance or governmental rule, regulation or order.

(d) A Unit Owner is prohibited from making any alteration, installation, removal, reconstruction or repair to the exterior of his Unit or Units without obtaining the prior approval of the Design Review Committee.

Section 7.2. Rules and Regulations. Rules and Regulations, not in conflict with the provisions of this Declaration, concerning the use and enjoyment of the Property, may be promulgated from time to time by the Board of Directors, in their reasonable discretion, subject to the right of the Association to change such Rules and Regulations. Copies of the then current Rules and Regulations and any amendments thereto shall be furnished to all Unit Owners by the Board of Directors promptly after the adoption of such Rules and Regulations or any amendments thereto.

ARTICLE VIII

LEASING

Section 8.1. Declarant's Right to Lease or Sell Units. The Declarant shall retain title to each Unit not conveyed to any purchaser. The Declarant retains the right to enter into leases with any third parties for occupancy of any of the Units so retained by Declarant and not so conveyed to any purchaser, the terms and conditions of which leases shall be determined by the Declarant in its sole discretion, or to lease back and sublease any Unit so conveyed.

Section 8.2. Unit Owner's Right to Lease. A Unit Owner may lease or sublease his Unit (but not less than his entire Unit) at any time and from time to time provided that:

(a) No Unit may be leased or subleased for transient or hotel purposes or for an initial term of less than one hundred eighty (180) days;

(b) No Unit may be leased or subleased without a written lease or sublease;

(c) A copy of such lease or sublease shall be furnished to the Board of Directors or the Secretary of the Association within seven (7) days after execution thereof; and

(d) The right of any lessee or sublessee of the Unit shall be subject to, and each such lessee or sublessee shall be bound by, the covenants, conditions, and restrictions set forth in the Declaration, Bylaws and Rules and Regulations and a default thereunder shall constitute a default under the lease or sublease; provided, however, that the foregoing shall not impose any direct liability on any lessee or sublessee of a Unit to pay any Common Expense assessments or special assessments on behalf of the owner of that Unit.

ARTICLE IX

AMENDMENT TO DECLARATION

Section 9.1. Amendment. Except as otherwise set forth in this Declaration or except as necessary to reflect an exercise or termination of the Declarant's right to expand the Condominium as set forth in Article V (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 Owners of Units to which at least sixty-six and two-thirds percent (66 2/3%) of the votes in the Association appertain and in the manner provided by Section 703.09(2) of the Act. No such amendment shall be effective until recorded in the Office of the Register of Deeds of Waukesha County, Wisconsin. Anything herein to the contrary notwithstanding, and subject to any limitations imposed by the Act, and except as required to comply with the requirements of applicable law, the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, or any other governmental or quasi-governmental agency insuring or involved in the making or purchasing of Mortgages of any Unit,

(i) so long as the Declarant is the only Unit Owner, the Declarant may amend this Declaration without the consent or approval of any party;

(ii) so long as the Declarant owns one or more Units, no amendment to this Declaration shall be adopted that could unreasonably interfere with the sale, lease or other disposition of such Units(s) or that could abridge, modify, eliminate or otherwise affect any right, power, easement, privilege or benefit reserved to the Declarant hereunder or

which would impose any discriminatory charge or fee against the Declarant; and

(iii) no amendment to this Declaration shall be adopted that would abridge, modify, eliminate or otherwise affect any right, power, easement, privilege or benefit reserved by the provisions of this Declaration to Eligible Mortgagees.

Any amendment to this Declaration may be executed (A) if on behalf of the Declarant pursuant to the Declarant's rights hereunder, by any authorized officer of the Declarant, and (B) if on behalf of the Association; pursuant to the requirements regarding execution set forth in By-laws.

Section 9.2. Amendments to the Condominium Documents. The Condominium Documents may be amended only in accordance with the Act and the Condominium Documents. Notwithstanding any other provisions of this Declaration to the contrary, if any amendment is necessary in the judgment of the Board of Directors to cure any ambiguity or to correct or supplement any provisions of the Condominium Documents that are defective, missing or inconsistent with any other provisions thereof, or if such amendment is necessary to conform to the requirements of applicable law, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Federal Housing Administration, the Veterans Administration or other secondary mortgage market lenders, guarantors, or insurers with respect to condominium projects, then at any time and from time to time the Board of Directors may effect an appropriate corrective amendment without the approval of the Unit Owners or the holder of any liens on all or any part of the Property, upon receipt by the Board of Directors of an opinion from independent legal counsel to the effect that the proposed amendment is permitted by the terms of this Section 9.2. Each amendment of the type described in this Section 9.2 shall be effective upon the recording of an appropriate instrument setting forth the amendment and its due adoption, which instrument has been executed and acknowledged by one or more officers of the Board of Directors.

ARTICLE X

INDIVIDUAL MORTGAGES ON UNITS

- Section 10.1. Requirements.

(a) Any Eligible Mortgage or other lien on a Unit and the obligations secured thereby shall be deemed to provide, generally, that the Eligible Mortgage or other lien instrument and the rights and obligations of the parties thereto shall

be subject to the terms and conditions of the Act and this Declaration and shall be deemed to provide specifically, but without limitation, that the Eligible Mortgagee or lien holder shall have no right (i) to participate in the adjustment of losses with insurers or in the decision as to whether or not or how to repair or restore damage to or destruction of the Property, or (ii) to receive or apply the proceeds of insurance to the reduction of the mortgage debt or otherwise, except in the event and to the extent either of a distribution of such proceeds to Unit Owners pursuant to Section 703.18 of the Act or a distribution of insurance proceeds in excess of the cost of repair or restoration being received by the owner of the Unit encumbered by such Eligible Mortgage; or (iii) to accelerate the mortgage debt or to have any other remedies by virtue of waste or alleged waste or other conditions occurring anywhere on the Property other than within the affected Unit, and the obligation secured shall be prepayable, without penalty, upon the happening of any termination of the Condominium or determination not to restore or replace the affected Unit.

(b) Nothing contained in Section 10.1(a) hereinabove or elsewhere in this Declaration shall give a Unit Owner, or any other party, priority over any rights of the Eligible Mortgagee or other lien holder of a Unit pursuant to its Eligible Mortgage or other lien instrument in case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for loss to or a taking of one or more Units and/or Common Elements.

(c) No Unit Owner or purchaser of a Unit shall deliver any mortgage or other lien instrument secured by a Unit, or any obligation to be secured thereby, unless it has first notified the Board of Directors of the name and address of the proposed Eligible Mortgagee or lien holder, the amount of the debt proposed to be so secured, and has submitted to the Board of Directors a copy of the form of the proposed Eligible Mortgage and note or other instrument of obligation.

Section 10.2. Eligible Mortgagees.

(a) When an Eligible Mortgage is delivered to the Eligible Mortgagee or other lien holder, the Unit Owner shall simultaneously provide executed or conformed copies to the Board of Directors. Upon receipt of such copy of an Eligible Mortgage, the Secretary of the Board of Directors shall instruct the insurer of the Property to add the name of the Eligible Mortgagee or other lien holder to the mortgagee loss payable provision of the hazard insurance policy covering the Property and to provide such Eligible Mortgagee or other

lien holder with a Certificate of Insurance showing that the Eligible Mortgagee's or other lien holder's name has been so added.

(b) The Secretary shall maintain a register of Eligible Mortgages, showing the names and addresses of the Eligible Mortgagees or other lien holders, the amount secured by each Eligible Mortgage, and whether it is a first mortgage or deed of trust.

Section 10.3. Rights of Eligible Mortgagees.

(a) Upon the specific written request (in the form set forth in Section 10.3(b) hereof) of a holder of an Eligible Mortgage on a Unit or its servicer or any insurer or guarantor thereof to the Board of Directors, such person or entity shall be entitled to receive some or all of the following as designated in the request and by virtue of such request shall be deemed to be an "Eligible Mortgagee" entitled to the rights of an Eligible Mortgagee pursuant to the Condominium Documents:

(i) Copies of budgets, notice of assessment, or any other notices or statements provided under this Declaration by the Board of Directors to the Unit Owner of the Unit covered by the Mortgage;

(ii) Any audited or unaudited financial statements of the Board of Directors which are prepared for the Board of Directors and distributed to the Unit Owners. The holder of any Eligible Mortgage on a Unit shall be entitled to have an audited statement prepared at its own expense if one is not otherwise available;

(iii) Copies of notices of meetings of the Unit Owners and the right to be represented at any such meetings by a designated representative;

(iv) Notice of substantial damage to or destruction of any Unit subject to the Eligible Mortgage (in excess of \$1,000) or any part of the Common Elements (in excess of \$10,000);

(v) Notice of the commencement of any condemnation or eminent domain proceedings with respect to any part of the Property;

(vi) Notice of any default of the owner of the Unit which is subject to the Eligible Mortgage, where such default is not cured by the Unit Owner

within thirty (30) days after the giving of notice by the Association to the Unit Owner of the existence of the default;

(vii) Notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

(viii) Notice of any decision by the Board of Directors to terminate any professional management of the Property and assume self-management of the Property;

(ix) Notice of any condemnation or casualty loss that affects either a material part of the Condominium or the Unit securing the Eligible Mortgagee's mortgage;

(x) Notice of any sixty (60) day delinquency in the payment of assessments or charges owed by a Unit Owner of a Unit which is subject to the Eligible Mortgage; and

(xi) Notice of any proposed action, which would require the consent of a specified percentage of Mortgagees as set forth in Section 10.4 below.

(b) The request of an Eligible Mortgagee or its servicer shall specify which of the above items it desires to receive, shall request all rights under the Condominium Documents, shall indicate the address to which any notices or documents shall be sent by the Board of Directors and shall set forth the unit number or address of the Unit on which it has or insures or guarantees an Eligible Mortgage. The Board of Directors need not inquire into the validity of any request made hereunder by an Eligible Mortgagee. The Board of Directors may refuse to honor any request where, after reasonable inquiry, it shall determine that the person making such request is not entitled to the material so requested and may establish reasonable rules to implement this Section 10.3(b).

(c) Failure to comply with the requirements set forth above shall in no way invalidate the otherwise proper actions of the Association and the Board of Directors.

(d) Any Eligible Mortgagee shall have the right, exercisable upon written request to the Board of Directors, to examine the books and records of the Association at any reasonable time.

Section 10.4 Approval of Mortgagees.

(a) Approval of Eligible Mortgagees. Subject to the provisions of paragraphs (b) and (c) of this Section, except as provided by law in the case of condemnation or substantial loss to Units and/or the Common Elements, unless at least sixty-seven percent (67%) of the holders of first mortgages or deeds of trust (based upon one vote for each first mortgage or deed of trust owned) and sixty-seven percent (67%) of Unit Owners other than the Declarant have given their prior written consent, the Association and Board of Directors shall not:

(i) By act or omission, seek to abandon or terminate the Condominium regime;

(ii) Change the pro rata interest or obligations or method of determining the same of any Unit for the purpose of (1) levying assessments, dues, or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (2) determining the pro rata share of ownership of each Unit in the Common Elements;

(iii) Partition or subdivide any Unit;

(iv) By act or omission materially change, waive or abandon any scheme of regulations or their enforcement pertaining to the architectural design or the exterior appearance of the Units, the exterior maintenance of the Units, the maintenance of the Common Elements, including party walks, common fences and driveways, if any, and the maintenance of lawns and plantings within the Condominium;

(v) By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements (the granting of easements for public utilities or other public purposes or the dedication of private streets consistent with the intended use of the Common Elements shall not be deemed a transfer within the meaning of this clause);

(vi) Fail to maintain fire and extended coverage on insurable Common Elements on a current replacement cost basis in an amount at least one hundred percent (100%) of the insurable value (based on current replacement cost); or

(vii) Use hazard insurance proceeds for losses to any property of the Condominium (whether to Units or to Common Elements) for other than the repair, replacement or reconstruction of such property.

Notwithstanding anything to the contrary contained in the foregoing, in accordance with Section 703.28 of the Act, no portion of the Property may be removed from the provisions of the Act unless said removal is consented to by one hundred percent (100%) of the Unit Owners and one hundred percent (100%) of the holders of liens affecting any of the Units.

(b) Federal National Mortgage Association Compliance. Subject to the provisions of paragraphs (a) and (c) of this Section, in accordance with the Selling Guide of the Federal National Mortgage Association in effect as of the date of recordation of this Declaration, unless at least fifty one percent (51%) of Eligible Mortgagees have given their prior written consent, no amendment to this Declaration, the Bylaws or the Rules and Regulations shall be adopted that would affect any provision thereof relating to any of the following matters:

- (i) Voting rights;
- (ii) Assessments, liens for assessments or subordination of assessment liens;
- (iii) Reserves for maintenance, repair and replacement of Common Elements;
- (iv) Responsibility for maintenance and repair of the Units and the Common Elements;
- (v) The reallocation of Percentage Interests or Limited Common Elements, or rights related to the use of the Common Elements;
- (vi) The boundaries of any Unit;
- (vii) The convertibility of any Unit into Common Elements or of any Common Elements into a Unit;
- (viii) Any expansion or contraction of the Condominium, or any addition, annexation or withdrawal of any property to or from the Condominium;
- (ix) Insurance or fidelity bonds;

(x) Leasing of Units;

(xi) The imposition of any restrictions on the right of any Unit Owner to sell or transfer his or her Unit;

(xii) A decision by the Association to establish self-management when professional management had been required previously by an Eligible Mortgagee;

(xiii) The restoration or repair of all or any part of the Condominium (after a hazard damage or partial condemnation) in a manner other than the manner set forth in the Condominium Documents;

(xiv) Any action to terminate the Condominium regime after an occurrence of substantial destruction or condemnation of the Condominium; or

(xv) Any provision of this Declaration, the Bylaws or Rules and Regulations which expressly benefit Eligible Mortgagees.

In addition to and not in limitation of the foregoing, the Condominium regime shall not be terminated for any reason other than an occurrence of substantial destruction or condemnation of the Condominium, and no action in furtherance of such termination shall be taken or considered by Unit Owners, unless at least one hundred percent (100%) of Eligible Mortgagees have given their prior written consent.

(c) Implied Approval. The approval of an Eligible Mortgagee to any of the foregoing amendments, modifications, or revisions may be assumed when any Eligible Mortgagee fails to submit a response to any written proposal for any such amendment, modification or revision within thirty (30) days after proper notice has been delivered to the Eligible Mortgagee, by certified or registered mail, return receipt requested.

(d) Application and Effect. * The provisions of this Article X shall supercede 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:

(i) The amendment provisions of Article IX of this Declaration and of Section 1 of Article XIII of the Bylaws;

* The provisions of this Article X shall not bind or have any effect on Declarant's construction lender, First Interstate Bank of Wisconsin-Southeast, n/k/a Norwest Bank Wisconsin, or its successors and assigns.

(ii) The right granted to the Declarant in of this Declaration to subdivide or relocate the boundaries of Units;

(iii) The rights of any Unit Owner and his or her Mortgagee with respect to matters particularly affecting such Unit Owner's Unit and/or Eligible Mortgage; and/or

(iv) The exercise or termination of the right of the Declarant to expand the Condominium pursuant to Article V of this Declaration, which exercise or termination shall not require the consent of any Unit Owner or Eligible Mortgagee.

ARTICLE XI

CLUBHOUSE

Section 11.1 Construction. Declarant may construct clubhouse facilities on the Additional Property which facilities shall consist of a clubhouse, swimming pool, and such other amenities as may be constructed by Declarant in connection therewith (hereinafter referred to as the "Clubhouse"). Said Clubhouse shall generally be for the benefit of owners and occupants of the Additional Property and Unit Owners, but, if added to the Condominium, shall be a Reserved General Common Element.

Section 11.2 Membership. In the event that the Clubhouse is so constructed by Declarant on the Additional Property, then Unit Owners may purchase memberships to use the Clubhouse and related facilities on an annual basis for an annual membership fee to be determined by Declarant, in its sole discretion. The Clubhouse shall also be subject to use by Unit Owners in Brookfield Lake Club, A Condominium and by the residents of Follett Subdivision.

ARTICLE XII

BOUNDARY RELOCATION; PARTITION

Section 12.1. Relocation of Unit Boundaries and Subdivision of Units. Subject to the provisions of the Section 10.4 of this Declaration, any Unit may be subdivided or the boundaries thereof relocated if such action shall have been approved in writing by all affected Unit Owners, all Eligible Mortgagees of the Units involved and the Board of Directors. The foregoing consents shall not be required with respect to Unit subdivisions or boundary relocations made by the Declarant. An amendment to this Declaration to effect any Unit subdivision or boundary relocation shall be recorded by the Secretary of the Association. The provisions

of this Section 12.1 do not apply to alterations allowed by Section 703.13 (6) and (7) of the Act or by the provisions of the Bylaws.

Section 12.2. No Revocation or Partition. The Common Elements shall remain undivided and no Unit Owner or any other person shall bring or have the right to bring any action for partition or division thereof, nor shall the Common Elements be abandoned by act or omission, unless the Condominium regime is waived and terminated by agreement of Unit Owners owning Units to which appertain at least one hundred percent (100%) of the votes in the Condominium, except as provided herein in the event of casualty or condemnation.

ARTICLE XIII

CONDOMINIUM DOCUMENTS: SCOPE

Section 13. Scope of Coverage. All present and future Unit Owners of Units, tenants of such Unit Owners and any other occupants of Units, employees of Unit Owners, or any other persons that in any manner use or come upon the Condominium or any part thereof shall be subject to and shall comply with the provisions of this Declaration (including the Plats and Building Plans), the Articles, and the By-laws and Rules and Regulations of the Association as these instruments may be amended from time to time. The acceptance of a deed or conveyance, or the entering into of a lease, or the entering into occupancy of any Unit shall constitute an acceptance by such Unit Owner, tenant or occupant of the provisions of such instruments, as they may be amended from time to time. The provisions contained in such instruments shall be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and fully stipulated in each deed, conveyance or lease thereof. The enforcement may be by such judicial proceedings as the Board of Directors may deem appropriate as well as by the provisions of the Act.

ARTICLE XIV

DAMAGE OR DESTRUCTION; EMINENT DOMAIN

Section 14.1. Damage or Destruction. In the event the Condominium is destroyed or damaged to such an extent that the insurance proceeds, if any, constitute less than one hundred percent (100%) of the cost of completing repair or reconstruction, action by the Association by vote of seventy-five percent (75%) or more of all Unit Owners taken within (90) days after such damage or destruction shall be necessary to determine not to repair or reconstruct the

Condominium as more fully described in Section 1, Article VI of the Bylaws. Damage or destruction for which insurance proceeds are equal to or greater than one hundred (100%) of the cost of completing repair or reconstruction, shall be repaired and reconstructed pursuant to arrangement by the Board of Directors of the Association as provided in said section of the Bylaws.

Section 14.2. Eminent Domain. Whenever all or part of the Common Elements shall be taken, injured or destroyed by eminent domain, each Unit Owner appoints the Association as attorney-in-fact for this purpose. Each Unit Owner shall be entitled to notice thereof, but in any proceedings for the determination of damages, such damages shall be determined for such taking, injury or destruction as a whole and not for each Unit Owner's interest therein.

Section 14.3. Negotiations. In the event all or part of the Common Elements are destroyed or damaged or are taken, injured or destroyed by eminent domain, the Association shall represent the Unit Owners in negotiations, settlements and agreements with the condemning authority. Each Unit Owner appoints the Association as attorney-in-fact for this purposes. Any insurance proceeds, or any award or proceeds of settlement shall be payable to the Association for the use and benefit of the Unit Owners and their mortgagees as their interests may appear.

ARTICLE XV

INSURANCE

Section 15. Insurance. The Board of Directors shall obtain and maintain insurance as provided in the Bylaws.

ARTICLE XVI

DISCLAIMER OF LIABILITY OF ASSOCIATION

Section 16. Disclaimer. Notwithstanding anything contained herein or in the Articles of Incorporation, Bylaws, any rules or regulations of the Association or any other document governing or binding the Association (collectively, the "Association 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, without limitation, residents and their families, guests,

invitees, agents, servants, contractors or subcontractors or for any property of any such persons. Without limiting the generality of the foregoing:

(a) It is the express intent of the Condominium Documents that the various provisions thereof which are enforceable by the Association and which govern or regulate the uses of the Property have been written, and are to be interpreted and enforced, for the sole purpose of enhancing and maintaining the enjoyment of the Property and the value thereof;

(b) The Association is not empowered, and has not been created, to act as an entity which enforces or ensures the compliance with the laws of the United States, State of Wisconsin, Waukesha County and/or any other jurisdiction or the prevention of tortious activities; and

(c) The provisions of the Association Documents setting forth the uses of assessments which relate to health, safety and/or welfare shall be interpreted and applied only as limitations on the uses of assessment funds and not as creating a duty of the Association to protect or further the health, safety or welfare of any person(s), even if assessment funds are chosen to be used for any such reason.

Each Unit Owner (by virtue of his acceptance of title to his Unit) and each other person having an interest in or lien upon, or making a use of, any portion of the Property (by virtue of accepting such interest or lien or making such use) shall be bound by this Article 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.

ARTICLE XVII

ADDITIONAL PROVISIONS.

Section 17.1. Priority of First Mortgagees. Except as otherwise provided by the Act, no provision of this Declaration, the Bylaws, or the Rules and Regulations, shall be construed to grant to any Unit Owner, or to any other party, any priority over any rights of holders of first mortgages or deeds of trust pursuant to their first mortgages or deeds of trust 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 17.2. Waiver. No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

Section 17.3. Severability. The invalidity or unenforceability of any provision of this Declaration shall not be deemed to impair or affect in any manner the validity, enforceability or effect 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 as if such invalid or unenforceable provision had never been included herein. 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.

Section 17.4. Recording of Consents/Approvals. Whenever this Declaration requires the consents or approvals of the Unit Owners, Eligible Mortgagees, or other lien holders, it shall be sufficient for such consents or approvals to be certified in writing by the Secretary of the Association and such certification shall be recorded in the Office of the Register of Deeds for Waukesha County, Wisconsin.

Section 17.5. Mergers. Upon a merger or consolidation of the Association with another corporation as provided in its Articles and Bylaws, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or corporation, or, alternatively, the properties, rights and obligations of another corporation may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated corporation may administer the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall affect any revocation, change or addition to the covenants established by this Declaration within the Property except as herein above provided.

Section 17.6. Conveyance of Additional Common Elements. Declarant may convey additional real estate, improved or unimproved, located within the Property or the Additional Property 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.

Section 17.7. No Obligations. 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.

Section 17.8. Registered Agent. The registered agent for service of process shall be Brookfield Lake Development Corp., Suite A, W228 N727 Westmound Drive, Waukesha, Wisconsin 53186, Attn: Robert S. McCloud. Change of agent for service of process may be accomplished by resolution of 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.

Section 17.9. Liability for Water/Sewer Charges and Assessments. The Association shall be liable for, and pay when due, all charges for water and sewer to the Town of Brookfield Sanitary District with respect to the Property.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be duly executed on the date first above written.

DECLARANT:

BROOKFIELD LAKE DEVELOPMENT
CORP., a Wisconsin corporation

By: [Signature]
Mark D. Redmond, President

By: [Signature]
Robert S. McCloud, Secretary

STATE OF WISCONSIN)
) ss.
WAUKESHA COUNTY)

Personally came before me this 15th day of September, 1990, Mark D. Redmond and Robert S. McCloud, the president and secretary, respectively, of Brookfield Lake Development Corp., a Wisconsin corporation, to me known to be the officers who executed the foregoing declaration on behalf of said corporation, and acknowledged same.

[Signature]

Donald V. Kozlovsky

Notary Public, State of Wisconsin
My commission expires Permanent Commission



EXHIBIT A
SUBMITTED PROPERTY

LEGAL DESCRIPTION FOR INITIAL CONDOMINIUM:

Being a division of the expansion lands of Brookfield Lake Club, A Condominium as described in Document No. 1602894 in Volume 1 of Condominiums on Pages 1921-1935, Waukesha County Registry.

All that part of the Southwest Quarter (SW 1/4) of Section 28, Town 7 North, Range 20 East, Town of Brookfield, County of Waukesha, State of Wisconsin, bounded and described as follows: Commencing at the southwest corner of said Southwest Quarter (SW 1/4); thence Due North (as referenced to the plat of Follett Subdivision) along the west line of aforesaid Section 28 and center line of Brookfield Road, 639.097 feet (recorded as Due North 639.15 feet); thence North 82°04'00" East 60.526 feet to the east right-of-way line of Brookfield Road and point of beginning of the lands herein to be described; thence Due North along said east right-of-way line of Brookfield Road 453.097 feet; thence North 84°00'00" East 357.273 feet; thence North 06°28'00" West 74.05 feet; thence North 85°57'00" East 132.81 feet; thence South 06°28'00" East 260.85 feet; thence South 84°00'00" West 18.173 feet; thence South 00°10'13" West 125.132 feet; thence South 69°42'57" West 34.908 feet; thence South 02°22'40" East 135.409 feet to the north line of the initial condominium of Brookfield Lake Club, A Condominium as described in said Document No. 1602894; thence South 87°37'21" West along said north line 253.435 feet to the northwest corner of said initial condominium and northeast corner of unplatted lands; thence South 82°04'00" West along the north line of said unplatted lands 212.074 feet to the point of beginning. Containing 5.2505 acres or 228,711 square feet of land.

Said lands are subject to a 20 feet wide sanitary sewer easement which crosses said parcel from north to south, the center line of said easement being located approximately 300 feet east of the west line of Section 28, said easement being described in Document No. 1267181 on Reel 625 Image 185 of Deeds, Waukesha County Registry.

Said lands are also subject to a 20 feet wide storm sewer easement located between the west property line and the 20 feet wide sanitary sewer easement.

Said lands are also subject to a 15 feet wide sewer/water lateral easement which crosses said parcel along the northern property line. Said easement being from the existing sanitary sewer to approximately 260 feet south of the northerly most property line. Said easement described in Document No. 1521172 on Reel 1082 Image 734 of Deeds, Waukesha County Registry.

EXHIBIT B

ADDITIONAL PROPERTY

LEGAL DESCRIPTION FOR EXPANSION LANDS:

Being a division of the expansion lands of Brookfield Lake Club, A Condominium as described in Document No. 1602894 in Volume 1 of Condominiums, Pages 1921-1935, Waukesha County Registry and Lots 1 and 5 in Block 2 in Follett Subdivision, being a subdivision of part of the Southwest Quarter (SW 1/4) of Section 28, Town 7 North, Range 20 East, in the Town of Brookfield, County of Waukesha, State of Wisconsin; and all that part of the Southwest Quarter (SW 1/4) of Section 28, Town 7 North, Range 20 East, Town of Brookfield, County of Waukesha, State of Wisconsin, bounded and described as follows: Commencing at the southwest corner of said Southwest Quarter (SW 1/4); thence Due North (as referenced to the plot of Follett Subdivision) along the west line of aforesaid Section 28 and center line of Brookfield Road, 639.097 feet (recorded as Due North 639.15 feet); thence North 82°04'00" East 60.526 feet to the east right-of-way line of Brookfield Road; thence Due North along said east right-of-way line of Brookfield Road 453.097 feet; thence North 84°00'00" East 357.273 feet; thence North 06°28'00" West 74.05 feet; thence North 85°57'00" East 132.81 feet to the northeast corner of the initial condominium of Brookfield Lake Condominium thence South 06°28'00" East along the east line of said condominium 260.85 feet to the point of beginning of the lands herein to be described; thence North 84°00'00" East 235.33 feet; thence North 01°17'00" East 120.73 feet; thence North 84°00'00" East 529.92 feet; thence South 00°02'30" West along the extension of the east line of Follett Subdivision 170.00 feet to a point on the north right-of-way line of Follett Drive as platted in said subdivision; thence South 84°00'00" West along said northerly right-of-way line 130.05 feet to the beginning of a curve of radius 160.00 feet, center of which lies to the south; thence southwesterly along the arc of said curve 198.729 feet, chord of said arc bears South 48°25'00" West 186.20 feet to the end of said curve; thence South 12°50'00" West along the westerly right-of-way line of Follett Drive 155.90 feet to the beginning of a curve of radius 570.00 feet, center of which lies to the northwest; thence southwesterly along the arc of said curve and west right-of-way line of Follett Drive 45.502 feet, the chord of said arc bears South 15°07'13" West 45.489 feet to the south line of Lot 1, Block 2, Follett Subdivision; thence North 72°35'34" West along the said south line of Lot 1, Block 2, Follett Subdivision, 200.61 feet to the southwest corner of said Lot 1, Block 2; thence South 01°28'33" West along the west line of Lot 2, Block 2 (being also the east line of Lot 5, Block 2) 43.22 feet to the southeast corner of aforesaid Lot 5, Block 2; thence North 89°57'57" West along said south line of Lot 5 extended, 232.30 feet (recorded as Due East 128.12 feet) to a point on the easterly right-of-way line of relocated Kirkham Court, being a cul-de-sac of 60 feet radius, the center of which lies to the south; thence westerly along said right-of-way line of Kirkham Court and arc of said radius of 60 feet 41.487 feet to a point on the northerly right-of-way line of Kirkham Court, the chord of said arc bears North 72°34'08" West 40.666 feet to the northeast corner of the initial condominium of Brookfield Lake Club, A Condominium as described in said Document No. 1602894; thence South 87°37'21" West along the north line of said condominium 28.382 feet to the southeast corner of the initial condominium of Brookfield Lake Condominium; thence North 02°22'40" West along the east line and exterior of said condominium 135.409 feet; thence North 69°42'57" East 34.908 feet; thence North 00°10'13" East 125.132 feet; thence North 84°00'00" East 18.173 feet to the place of beginning. Containing 5.4606 acres or 237,862 square feet of land.

BROOKFIELD LAKE CONDOMINIUM ASSOCIATION

Directors:

Renee Jacquette
Mark Holzwordt

Dorothy Petro
Scott Shudy

NOTICE OF AMENDMENT

DECLARATION Addition to ARTICLE 6 - SECTION 1, (3)

UNIT OWNER'S RESPONSIBILITY TO MAINTAIN 65° HEAT WHEN UNIT IS UNOCCUPIED.

MAILING DATE OF THIS NOTICE

March 28, 1997

TO EACH AND EVERY UNIT OWNER OF BROOKFIELD LAKE CONDOMINIUMS:

PLEASE TAKE NOTICE, The Board of Directors solicited via the November 1996 newsletter, a request to the homeowners to consider an "Amendment due to the fact that it costs the Association \$1,000.00 per incidence." This is in reference to damage claims should an owner experience a freeze up of the water pipes.

The **RESPONSE** to the mailed survey resulted in a vote of more than 67% of the homeowners approving the following amendment. The voting result is in compliance of Article XIII, Section 703.10(5) of the Declaration.

PLACE THIS NOTICE into your **DECLARATIONS - ARTICLE 6, SECTION 1(3)**
Due to the exorbitant expense to the Unit Owners, each Unit Owner when leaving a unit unoccupied for any reason (a vacation or leaving to a warmer climate for the fall, winter and spring months) are required to set their thermostat at 65° F or above. This should eliminate the possibility for broken water pipes.

If compliance is not obtained, in accordance with Article 6, Section 1, subparagraph (3) each Unit Owner shall be responsible for all damage to their unit and any and all other units or to the Common Elements resulting from such Unit Owner's failure to maintain.

By The Board of Directors of
BROOKFIELD Lake Condominiums

BROOKFIELD LAKE CONDOMINIUM
Waukesha County, Wisconsin

FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM

The condominium units created by this amendment
(Phase II-Building 14) are located at
18675 Brookfield Lake Drive
Waukesha, Wisconsin 53186

This instrument was drafted by
and should be returned to:

Attorney Donald V. Kozlovsky
Peregrine Law Offices, S.C.
633 West Wisconsin Avenue
Milwaukee, Wisconsin 53203
Telephone: (414) 272-4833

BROOKFIELD LAKE CONDOMINIUM
Waukesha County, Wisconsin

TABLE OF CONTENTS

	Page
Introductory Recitals	1
Provision expanding condominium	1
Amendment renumbering Section 2.1 of Article II to Section 2.1(a) and retitling same	1
Amendment creating Article II, Section 2.1(b)	1
Amendment affecting Article II, Section 2.3	1
Amendment affecting Article III, Section 3.1	2
Provision redefining phrase "Additional Property"	2

EXHIBITS

- Exhibit A-1: Legal Description-Phase II
Exhibit B-1: Legal Description-Additional Property
(Expansion Lands)

FIRST AMENDMENT TO
DECLARATION OF CONDOMINIUM

BROOKFIELD LAKE CONDOMINIUM
Waukesha County, Wisconsin

WHEREAS, Brookfield Lake Condominium was created and is existing under and by virtue of the Condominium Ownership Act, Chapter 703 of the Wisconsin Statutes, by virtue of the Declaration of Condominium of Brookfield Lake Condominium ("the Declaration") dated September 15, 1990, and recorded in the Office of the Register of Deeds for Waukesha County, Wisconsin, on November 28, 1990, in Reel 1257, Images 0015-0053, inclusive, as Document No. 1623858; and

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

WHEREAS, the Declarant is desirous of expanding the initial condominium to include Phase II which shall consist of Building 14 to be located on a portion of the property heretofore reserved for such expansion;

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

1. The property described in Exhibit A-1 attached hereto is subjected to the Condominium Ownership Act.
2. Section 2.1 of Article II is renumbered Section 2.1 (a) and the title thereof is amended to "Description of Buildings-Initial Condominium."

3. Article II, Section 2.1(b) is created to read as follows:

Description of Buildings-Phase II. There will be one (1) Building (Building 14) in Phase II. Building 14 will contain eight (8) ranch type Units: Types II, JJ, KK, LL, MM, NN, OO, and PP. The location of Building 14 will be as set forth in the First Amendment to Condominium Plat. The addition of Building 14 will bring the total number of units in the condominium to fifty (50).

4. Article II, Section 2.3 is amended to add the following sentence thereto: The water softener serving the Units located in any given Building, together with all apparatus required for the operation thereof, regardless of the location thereof and notwithstanding anything to the contrary in the Declaration, shall constitute Limited Common Elements.

6. The Declaration is further amended to provide that, from and after the recording of this amendment to the Declaration, the Additional Property, as that phrase is defined in the Declaration, shall consist of the real estate described in Exhibit B-1 attached hereto.

BROOKFIELD LAKE DEVELOPMENT CORP.,
a Wisconsin corporation

By: Robert S. McCloud
Robert S. McCloud, Secretary

Personally came before me this 14th day of December, 1991, Mark D. Redmond and Robert S. McCloud, the president and secretary, respectively, of Brookfield Lake Development Corp., a Wisconsin corporation, to me known to be the persons who executed the foregoing instrument and to me known to be such officers of said corporation, and acknowledged that they executed said instrument as such officers as the deed of said corporation by its authority.

- 2 -

EXHIBIT A-1

LEGAL DESCRIPTION-PHASE II

Being a division of the expansion lands of Brookfield Lake Condominium as described on Reel 1257, Image 15 as Document No. 1623858, Waukesha County Registry and Lots 1 and 5 in Block 2 in Follett Subdivision, being a subdivision of part of the Southwest Quarter (SW 1/4) of Section 28, Town 7 North, Range 20 East in the Town of Brookfield, County of Waukesha, State of Wisconsin; and all that part of the Southwest Quarter (SW 1/4) of Section 28, Town 7 North, Range 20 East, Town of Brookfield, County of Waukesha, State of Wisconsin, bounded and described as follows: Commencing at the southwest corner of the expansion lands of Brookfield Lake Condominium as described in said Document No. 1623858, Waukesha County Registry; thence North 02°22'40" West along the west line of said expansion lands 135.409 feet; thence North 69°42'57" East along the west line of said expansion lands 34.908 feet to the center line of Brookfield Lake Drive; thence North 00°10'13" East along the west line of said expansion lands 18.000 feet to the north line of a variable width sanitary sewer and water main easement extended; thence South 89°49'47" East along said north line 149.034 feet; thence South 02°32'47" West 176.190 feet to the south line of said expansion lands; thence North 89°57'57" West along said south line 101.228 feet to a point on the easterly right-of-way line of relocated Kirkham Court, being a cul-de-sac of 60 feet radius, center of which lies to the south; thence westerly along said right-of-way line of Kirkham Court and arc of said radius of 60 feet 41.487 feet to a point on the northerly right-of-way line of said Kirkham Court, the chord of said arc bears North 72°34'08" West 40.666 feet to the northeast corner of the initial condominium of Brookfield Lake Club, a Condominium as described in Document No. 1602894 in Volume 1 of Condominiums, Pages 1921-1935, Waukesha County Registry; thence South 87°37'21" West along the north line of said condominium and south line of the expansion lands of said condominium 28.382 feet to the place of commencement. Containing 0.6764 acres or 29,464 square feet of land.

EXHIBIT B-1

LEGAL DESCRIPTION-ADDITIONAL PROPERTY
(Expansion Lands)

BROOKFIELD LAKE CONDOMINIUM

LEGAL DESCRIPTION FOR EXPANSION LANDS:

Being a division of the expansion lands of Brookfield Lake Condominium as described on Reel 1257, Image 15 as Document No. 1623858, Waukesha County Registry and Lots 1 and 5 in Block 2 in Follett Subdivision, being a subdivision of part of the Southwest Quarter (SW 1/4) of Section 28, Town 7 North, Range 20 East in the Town of Brookfield, County of Waukesha, State of Wisconsin; and all that part of the Southwest Quarter (SW 1/4) of Section 28, Town 7 North, Range 20 East, Town of Brookfield, County of Waukesha, State of Wisconsin, bounded and described as follows: Commencing at the southwest corner of said Southwest Quarter (SW 1/4); thence Due North (as referenced to the plat of Follett Subdivision) along the west line of aforesaid Section 28 and center line of Brookfield Road, 639.097 feet (recorded as Due North 639.15 feet); thence North 82°04'00" East 60.526 feet to the east right-of-way line of Brookfield Road; thence Due North along said east right-of-way line of Brookfield Road 453.097 feet; thence North 84°00'00" East 357.273 feet; thence North 06°28'00" West 74.05 feet; thence North 85°57'00" East 132.81 feet to the northeast corner of the initial condominium of Brookfield Lake Condominium; thence South 06°28'00" East along the east line of said condominium 260.85 feet to the point of beginning of the lands herein to be described; thence North 84°00'00" East 235.33 feet; thence North 01°17'00" East 120.73 feet; thence North 84°00'00" East 529.92 feet; thence South 00°02'30" West along the extension of the east line of Follett Subdivision 170.00 feet to a point on the north right-of-way line of Follett Drive as platted in said subdivision; thence South 84°00'00" West along said northerly right-of-way line 130.05 feet to the beginning of a curve of radius 160.00 feet, center of which lies to the south; thence southwesterly along the arc of said curve 198.729 feet, chord of said arc bears South 48°25'00" West 186.20 feet to the end of said curve; thence South 12°50'00" West along the westerly right-of-way line of Follett Drive 155.90 feet to the beginning of a curve of radius 570.00 feet, center of which lies to the northwest; thence southwesterly along the arc of said curve and west right-of-way line of Follett Drive 45.502 feet, the chord of said arc bears South 15°07'13" West 45.489 feet to the south line of Lot 1, Block 2, Follett Subdivision; thence North 72°35'34" West along the said south line of Lot 1, Block 2, Follett Subdivision, 200.61 feet to the southwest corner of said Lot 1, Block 2; thence South 01°28'33" West along the west line of Lot 2, Block 2 (being also the east line of Lot 5, Block 2) 43.22 feet to the southeast corner of aforesaid Lot 5, Block 2; thence North 89°57'57" West along said south line of Lot 5 extended, 232.30 feet (recorded as Due East 128.12 feet) to a point on the easterly right-of-way line of relocated Kirkham Court, being a cul-de-sac of 60 feet radius, the center of which lies to the south; thence westerly along said right-of-way line of Kirkham Court and arc of said radius of 60 feet 41.487 feet to a point on the northerly right-of-way line of Kirkham Court, the chord of said arc bears North 72°34'08" West 40.666 feet to the northeast corner of the initial condominium of Brookfield Lake Club, a Condominium as described in said Document No. 1602894; thence South 87°37'21" West along the north line of said condominium 28.382 feet to the southeast corner of the initial condominium of Brookfield Lake Condominium; thence North 02°22'40" West along the east line and exterior of said condominium 135.409 feet; thence North 69°42'57" East 34.908 feet; thence north 00°10'13" East 125.132 feet; thence North 94°00'00" East 18.173 feet to the place of beginning. Containing 5.4606 acres or 237,862 square feet of land.

(Continued on next page)

EXHIBIT B-1 CONTINUED

EXCEPTING THEREFROM PHASE II:

Being a division of the expansion lands of Brookfield Lake Condominium as described on Reel 1257, Image 15 as Document No. 1623858, Waukesha County Registry and Lots 1 and 5 in Block 2 in Follett Subdivision, being a subdivision of part of the Southwest Quarter (SW 1/4) of Section 28, Town 7 North, Range 20 East in the Town of Brookfield, County of Waukesha, State of Wisconsin; and all that part of the Southwest Quarter (SW 1/4) of Section 28, Town 7 North, Range 20 East, Town of Brookfield, County of Waukesha, State of Wisconsin, bounded and described as follows: Commencing at the southwest corner of the expansion lands of Brookfield Lake Condominium as described in said Document No. 1623858, Waukesha County Registry; thence North 02°22'40" West along the west line of said expansion lands 135.409 feet; thence North 69°42'57" East along the west line of said expansion lands 34.908 feet to the center line of Brookfield Lake Drive; thence North 00°10'13" East along the west line of said expansion lands 18.000 feet to the north line of a variable width sanitary sewer and water main easement extended; thence South 89°49'47" East along said north line 149.034 feet; thence South 02°32'47" West 176.190 feet to the south line of said expansion lands; thence North 89°57'57" West along said south line 101.228 feet to a point on the easterly right-of-way line of relocated Kirkham Court, being a cul-de-sac of 60 feet radius, center of which lies to the south; thence westerly along said right-of-way line of Kirkham Court and arc of said radius of 60 feet 41.487 feet to a point on the northerly right-of-way line of said Kirkham Court, the chord of said arc bears North 72°34'08" West 40.666 feet to the northeast corner of the initial condominium of Brookfield Lake Club, a Condominium as described in Document No. 1602894 in Volume 1 of Condominiums, Pages 1921-1935, Waukesha County Registry; thence South 87°37'21" West along the north line of said condominium and south line of the expansion lands of said condominium 28.382 feet to the place of commencement. Containing 0.6764 acres or 29,464 square feet of land.

BROOKFIELD LAKE CONDOMINIUM
Waukesha County, Wisconsin

SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM

The condominium units created by this amendment
(Phase III-Buildings 15-20) are located at
18275-18600 Brookfield Lake Drive
Waukesha, Wisconsin 53186

This instrument was drafted by
and should be returned to:

Attorney Donald V. Kozlovsky
Peregrine Law Offices, S.C.
633 West Wisconsin Avenue
Milwaukee, Wisconsin 53203
Telephone: (414) 272-4833

SECOND AMENDMENT TO
DECLARATION OF CONDOMINIUM

BROOKFIELD LAKE CONDOMINIUM
Waukesha County, Wisconsin

WHEREAS, Brookfield Lake Condominium was created and is existing under and by virtue of the Condominium Ownership Act, Chapter 703 of the Wisconsin Statutes, by virtue of the Declaration of Condominium of Brookfield Lake Condominium ("the Declaration") dated September 15, 1990, and recorded in the Office of the Register of Deeds for Waukesha County, Wisconsin, on November 28, 1990, in Reel 1257, Images 0015-0053, inclusive, as Document No. 1623858, as amended by the First Amendment to Declaration of Condominium dated December 11, 1991, and recorded in the Office of the Register of Deeds for Waukesha County, Wisconsin, on December 17, 1991, in Reel 1388, Images 0676-0682, inclusive, as Document No. 1692371; and

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

WHEREAS, Declarant is desirous of expanding the initial condominium to include Phase III which shall consist of Buildings 15 through 20 to be located on the property heretofore reserved for such expansion;

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

1. The property described in Exhibit A-2 attached hereto is subjected to the Condominium Ownership Act.
2. Article II, Section 2.1(c) is created to read as follows:

Description of Buildings-Phase III. There will be six (6) Buildings (Buildings 15-20) in Phase III. Each Building will contain eight (8) ranch type Units. The location of and the floor plans for each Unit and Building will be as set forth in the Second Amendment to Condominium Plat. The floor plans for each Unit whose unit number ends in the digits "01" shall be identical to the floor plans for Unit 1601; the floor plans for each Unit whose unit number ends in the digits "02" shall be identical to the floor plans for Unit 1602; and so on for all of the Units in Phase III ending in the digits "03" through "08." The addition of Buildings 15-20 will bring the total number of Units in the condominium to ninety-eight (98).

Notwithstanding the foregoing, however, Declarant

hereby reserves the right to revise the floor plans for any Unit or Building in Phase III, in whole or in part, without the consent of any Unit Owner or any Unit Owner's mortgagee (other than Declarant's lender). In the event Declarant should elect to do so, the revision(s) shall be reflected in a duly recorded amendment to the Condominium Plat.

3. The last sentence of Article III, Section 3.1 is amended to read as follows: Upon the recording of this Amendment to the Declaration, the percentage interest in Common Elements appertaining to each Unit shall be 1.0204%.

4. The Declaration is further amended to provide that, from and after the recording of this Amendment to the Declaration, there shall be no further right to expand the condominium insofar as all of the lands heretofore reserved for expansion shall thereupon have been added to the condominium.

IN WITNESS WHEREOF, Brookfield Lake Development Corp. has caused this Second Amendment to Declaration to be executed by its duly authorized officers on this ____ day of September, 1992.

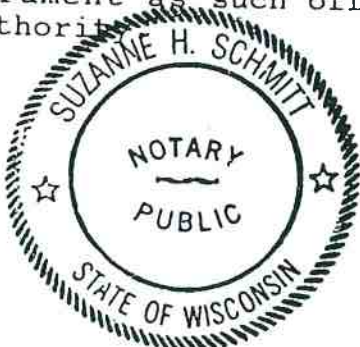
BROOKFIELD LAKE DEVELOPMENT CORP.,
a Wisconsin corporation

By: [Signature]
Mark D. Redmond, President

By: [Signature]
Robert S. McCloud, Secretary

STATE OF WISCONSIN)
) ss.
WAUKESHA COUNTY)

Personally came before me this 9th day of September, 1992, Mark D. Redmond and Robert S. McCloud, president and secretary, respectively, of Brookfield Lake Development Corp., a Wisconsin corporation, to me known to be the persons who executed the foregoing instrument and to me known to be such officers of said corporation, and acknowledged that they executed said instrument as such officers as the deed of said corporation by its authority.



[Signature]

Notary Public, State of Wisconsin
My commission expires: 3/21/93

- 2 -

EXHIBIT A-2

LEGAL DESCRIPTION-PHASE III

BROOKFIELD LAKE CONDOMINIUM

LEGAL DESCRIPTION FOR SECOND AMENDMENT TO CONDOMINIUM PLAT OF BROOKFIELD LAKE CONDOMINIUM

Being a division of the expansion lands of Brookfield Lake Condominium as described on Reel 1257, Image 15 as Document No. 1623858, Waukesha County Registry and Lots 1 and 5 in Block 2 in Follett Subdivision, all that part of the Southwest Quarter (SW 1/4) of Section 28, Town 7 North, Range 20 East, Town of Brookfield, County of Waukesha, State of Wisconsin, bounded and described as follows: Commencing at the southwest corner of said Southwest Quarter (SW 1/4); thence Due North (as referenced to the plat of Follett Subdivision) along the west line of aforesaid Section 28 and center line of Brookfield Road, 639.097 feet (recorded as Due North 639.15 feet); thence North 82°04'00" East 60.526 feet to the east right-of-way line of Brookfield Road; thence Due North along said east right-of-way line of Brookfield Road 453.097 feet; thence North 84°00'00" East 357.273 feet; thence North 06°28'00" West 74.05 feet; thence North 85°57'00" East 132.81 feet to the northeast corner of the initial condominium of Brookfield Lake Condominium; thence South 06°28'00" East along the east line of said condominium 260.85 feet to the point of beginning of the lands herein to be described; thence North 84°00'00" East 235.33 feet; thence North 01°17'00" East 120.73 feet; thence North 84°00'00" East 529.92 feet; thence South 00°02'30" West along the extension of the east line of Follett Subdivision 170.00 feet to a point on the north right-of-way line of Follett Drive as platted in said subdivision; thence South 84°00'00" West along said northerly right-of-way line 130.05 feet to the beginning of a curve of radius 160.00 feet, center of which lies to the south; thence southwesterly along the arc of said curve 198.729 feet, chord of said arc bears South 48°25'00" West 186.20 feet to the end of said curve; thence South 12°50'00" West along the westerly right-of-way line of Follett Drive 155.90 feet to the beginning of a curve of radius 570.00 feet, center of which lies to the northwest; thence southwesterly along the arc of said curve and west right-of-way line of Follett Drive 45.502 feet, the chord of said arc bears South 15°07'13" West 45.489 feet to the south line of Lot 1, Block 2, Follett Subdivision; thence North 72°35'34" West along the said south line of Lot 1, Block 2, Follett Subdivision, 200.61 feet to the southwest corner of said Lot 1, Block 2; thence South 01°28'33" West along the west line of Lot 2, Block 2 (being also the east line of Lot 5, Block 2) 43.22 feet to the southeast corner of aforesaid Lot 5, Block 2; thence North 89°57'57" West along said south line of Lot 5 extended, 131.072 feet to the southeast corner of the lands of the First Amendment to Condominium Plat of Brookfield Lake Condominium; thence North 02°32'47" East along the east line of said lands 176.190 feet; thence North 89°49'47" West along the north line of said lands 149.034 feet to the east line of the initial condominium of Brookfield Lake Condominium; thence North 00°10'13" East along said east line 107.132 feet; thence North 84°00'00" East 18.173 feet to the place of beginning. Containing 4.7841 acres or 208,398 square feet of land.

SECOND AMENDMENT TO CONDOMINIUM PLAT
BROOKFIELD LAKE CONDOMINIUM
TOWN OF BROOKFIELD, WAUKESHA COUNTY, WISCONSIN
PHASE III

BROOKFIELD LAKE CONDOMINIUM
Waukesha County, Wisconsin

SECOND AMENDMENT TO CONDOMINIUM PLAT

This amendment contain information pertinent to
the condominium unit comprising Phase III
Buildings 15, 16, 17, 18, 19 and 20 and being addresses
18600, 18575, 18503, 18473, 18375, and 18275 respectively
Brookfield Lake Drive
Waukesha, Wisconsin 53186

This instrument was drafted by
and should be returned to:

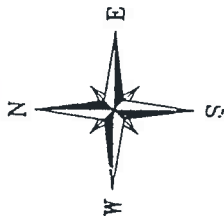
Attorney Donald V. Kozlowsky
Peregrine Law Offices, S.C.
633 West Wisconsin Avenue
Milwaukee, Wisconsin 53203
Telephone: (414) 272-4833

SECOND AMENDMENT TO CONDOMINIUM PLAT
BROOKFIELD LAKE CONDOMINIUM
TOWN OF BROOKFIELD, WAUKESHA COUNTY, WISCONSIN
PHASE III

TABLE OF CONTENTS

	Page
TABLE OF CONTENTS	2
PHASE III (SURVEY)	3
BUILDING DETAIL	4
LEGAL DESCRIPTION	5
FLOOR PLAN - TYPICAL BUILDING	6, 7 & 8
ADDRESSES OF UNITS (PHASE III)	9
CERTIFICATE OF SURVEYOR	10

SECOND AMENDMENT TO CONDOMINIUM PLAT **BROOKFIELD LAKE CONDOMINIUM** TOWN OF BROOKFIELD, WAUKESHA COUNTY, WISCONSIN PHASE III

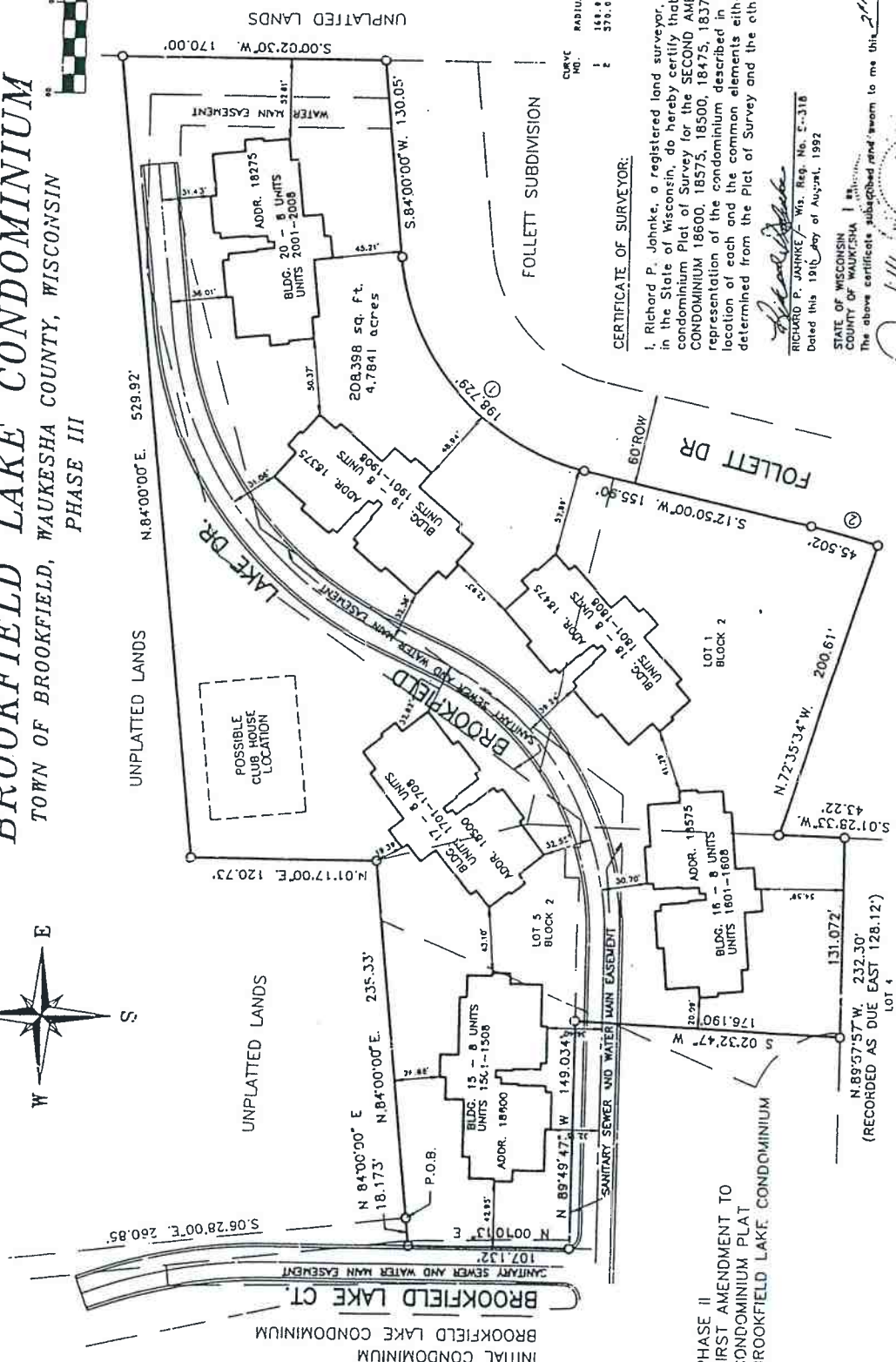


GRAPHIC SCALE



(IN FEET)
 1 inch = 60 ft

NOTE: The location and size of the underground structures and utilities shown hereon have been located to a reasonable degree of accuracy, but the Engineer does not guarantee their exact location or the location of others not shown.
 Contact Diggers Hollins, Inc.



CERTIFICATE OF SURVEYOR:

I, Richard P. Jahnke, a registered land surveyor, authorized to practice that profession in the State of Wisconsin, do hereby certify that there is shown on the foregoing CONDOMINIUM Plat of Survey for the SECOND AMENDMENT TO CONDOMINIUM PLAT, BROOKFIELD LAKE CONDOMINIUM 18600, 18575, 18500, 18475, 18375 AND 18275 BROOKFIELD LAKE DRIVE, a correct representation of the condominium described in the Declaration. The identification and location of each and the common elements either as constructed or proposed can be determined from the Plat of Survey and the other documents and drawings attached.

Richard P. Jahnke
 RICHARD P. JAHNKE
 COUNTY OF WAUKESHA
 Dated this 10th day of August, 1992

STATE OF WISCONSIN
 COUNTY OF WAUKESHA
 The above certificate subscribed and sworn to me this 21st day of Sept., 1992
Jeffrey G. Weimer
 JEFFREY G. WEIMER
 by commission: expires September 12, 1993



SECOND AMENDMENT TO CONDOMINIUM PLAT **BROOKFIELD LAKE CONDOMINIUM** TOWN OF BROOKFIELD, WAUKESHA COUNTY, WISCONSIN

BLDG. DETAIL (TYPICAL)

NOTE: ALL BUILDINGS IN PHASE III HAVE FLOORPLANS IDENTICAL TO THOSE DEPICTED HEREIN FOR BUILDING 16.

BROOKFIELD LAKE - CT.

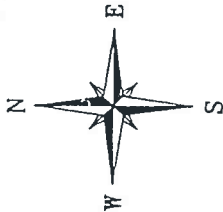
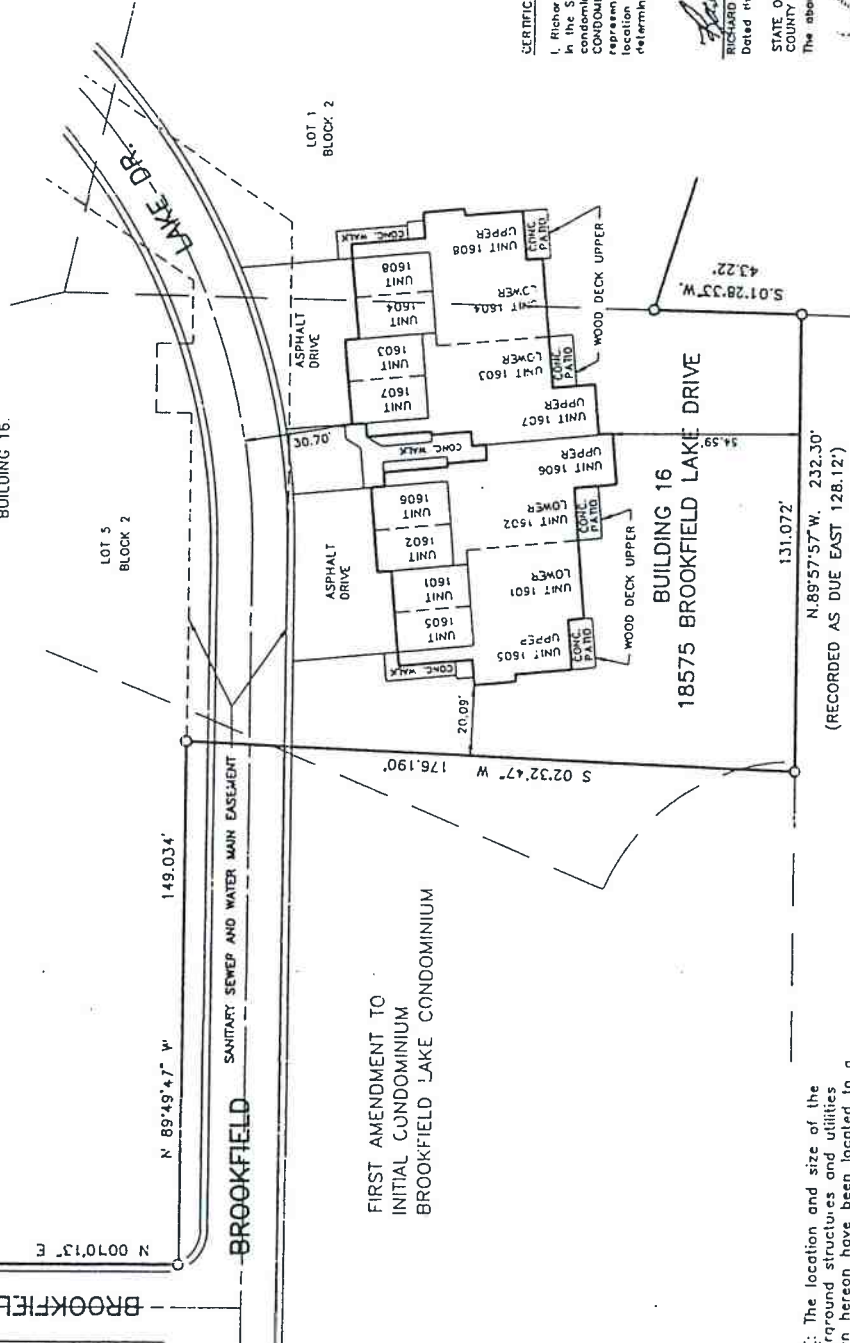
N 00°10'13" E 107.132'

N 89°49'47" W 149.034'

SANITARY SEWER AND WATER MAIN EASEMENT

BROOKFIELD

FIRST AMENDMENT TO
 INITIAL CONDOMINIUM
 BROOKFIELD LAKE CONDOMINIUM



NOTE: THE FLOOR PLANS FOR ALL UNITS HAVING UNIT NUMBERS ENDING WITH THE SAME LAST TWO DIGITS ARE THE SAME AS THE FLOOR PLANS FOR THE UNITS SHOWN ON THESE DOCUMENTS ENDING IN THOSE SAME LAST TWO DIGITS.

ALL --04 UNITS ARE A MIRROR IMAGE OF --01 UNITS;
 ALL --03 UNITS ARE A MIRROR IMAGE OF --02 UNITS;
 ALL --08 UNITS ARE A MIRROR IMAGE OF --05 UNITS;
 ALL --07 UNITS ARE A MIRROR IMAGE OF --06 UNITS.



CERTIFICATE OF SURVEYOR:

I, Richard P. Jahnke, a registered land surveyor, authorized to practice the profession in the State of Wisconsin, do hereby certify that there is shown on the foregoing Condominium Plat of Survey for the SECOND AMENDMENT TO CONDOMINIUM PLAT, BROOKFIELD LAKE CONDOMINIUM 18500, 18575, 18500, 18575, 18375 AND 18375 BROOKFIELD LAKE DRIVE, a correct representation of the condominium described in the Declaration. The identification and location of each and the common elements either as constructed or proposed can be determined from the Plat of Survey and the other documents are drawings attached.

Richard P. Jahnke
 RICHARD P. JAHNKE, W.S., Reg. No. 5-318
 Dated this 19th day of August, 1992

STATE OF WISCONSIN
 COUNTY OF WAUKESHA

The above-certificates subscribed and sworn to me this 22nd day of *Aug.*, 1992

J. J. Jahnke
 JEROME E. WEGNER
 My commission expires September 12, 1993

NOTE: The location and size of the underground structures and utilities shown hereon have been located to a reasonable degree of accuracy, but the Engineer does not guarantee their exact location or the location of others not shown.
 Contact Diggers Hotline, Inc.

(RECORDED AS DUE EAST 128.12')

FOLLETT SUBDIVISION

LOT 4
 BLOCK 2

SECOND AMENDMENT TO CONDOMINIUM PLAT
BROOKFIELD LAKE CONDOMINIUM
TOWN OF BROOKFIELD, WAUKESHA COUNTY, WISCONSIN
PHASE III

BROOKFIELD LAKE CONDOMINIUM

LEGAL DESCRIPTION FOR SECOND AMENDMENT TO CONDOMINIUM PLAT OF BROOKFIELD LAKE CONDOMINIUM

Being a division of the expansion lands of Brookfield Lake Condominium as described on Reel 1257, Image 15 as Document No. 1623858, Waukesha County Registry and Lots 1 and 5 in Block 7 in Follett Subdivision, all that part of the Southwest Quarter (SW 1/4) of Section 28, Town 7 North, Range 20 East, Town of Brookfield, County of Waukesha, State of Wisconsin, bounded and described as follows: Commencing at the southwest corner of said Southwest Quarter (SW 1/4); thence Due North (as referenced to the plat of Follett Subdivision) along the west line of aforesaid Section 28 and center line of Brookfield Road, 639.097 feet (recorded as Due North 639.15 feet); thence North 82°04'00" East 60.526 feet to the east right-of-way line of Brookfield Road; thence Due North along said east right-of-way line of Brookfield Road 453.097 feet; thence North 84°00'00" East 357.273 feet; thence North 06°28'00" West 74.05 feet; thence North 85°57'00" East 132.81 feet to the northeast corner of the initial condominium of Brookfield Lake Condominium; thence South 06°28'00" East along the east line of said condominium 260.85 feet to the point of beginning of the lands herein to be described; thence North 84°00'00" East 235.33 feet; thence North 01°17'00" East 120.73 feet; thence North 84°00'00" East 529.92 feet; thence South 00°02'30" West along the extension of the east line of Follett Subdivision 170.00 feet to a point on the north right-of-way line of Follett Drive as platted in said subdivision; thence South 84°00'00" West along said northerly right-of-way line 130.05 feet to the beginning of a curve of radius 160.00 feet, center of which lies to the south; thence southwesterly along the arc of said curve 198.729 feet, chord of said arc bears South 40°25'00" West 186.20 feet to the end of said curve; thence South 12°50'00" West along the westerly right-of-way line of Follett Drive 155.90 feet to the beginning of a curve of radius 570.00 feet, center of which lies to the northwest; thence southwesterly along the arc of said curve and west right-of-way line of Follett Drive 45.502 feet, the chord of said arc bears South 15°07'13" West 45.489 feet to the south line of Lot 1, Block 2, Follett Subdivision; thence North 72°35'34" West along the said south line of Lot 1, Block 2, Follett Subdivision, 200.61 feet to the southwest corner of said Lot 1, Block 2; thence South 01°28'33" West along the west line of Lot 2, Block 2 (being also the east line of Lot 5, Block 2) 43.22 feet to the southeast corner of aforesaid Lot 5, Block 2; thence North 89°57'57" West along said south line of Lot 5 extended, 131.072 feet to the southeast corner of the lands of the First Amendment to Condominium Plat of Brookfield Lake Condominium; thence North 01°32'47" East along the east line of said lands 176.190 feet; thence North 89°49'47" West along the north line of said lands 149.034 feet to the east line of the initial condominium of Brookfield Lake Condominium; thence North 00°10'13" East along said east line 107.132 feet; thence North 84°00'00" East 18.173 feet to the place of beginning. Containing 4.7841 acres or 208,398 square feet of land.

CERTIFICATE OF SURVEYOR:

I, Richard P. Johnke, a registered land surveyor, authorized to practice that profession in the State of Wisconsin, do hereby certify that there is shown on the foregoing Condominium Plat of Survey for the SECOND AMENDMENT TO CONDOMINIUM PLAT, BROOKFIELD LAKE CONDOMINIUM 18600, 18575, 18500, 18475, 18375 AND 18275 BROOKFIELD LAKE DRIVE, a correct representation of the condominium described in the Declaration. The identification and location of each and the common elements either as constructed or proposed can be determined from the Plat of Survey and the other documents and drawings attached.

Richard P. Johnke
RICHARD P. JOHNKE - Wis. Reg. No. S-318
Dated this 2nd day of September, 1992.

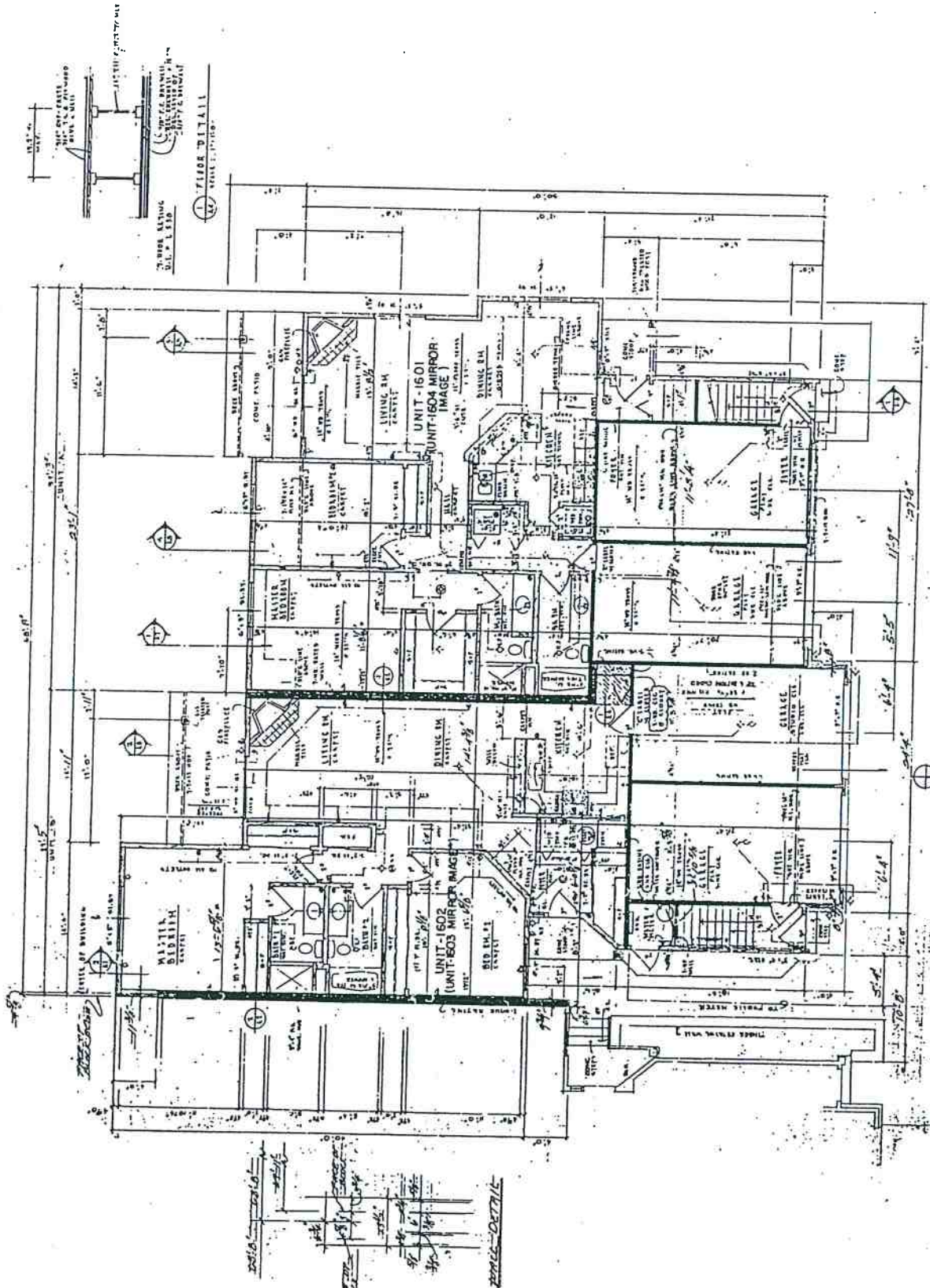
STATE OF WISCONSIN) ss
COUNTY OF WAUKESHA)

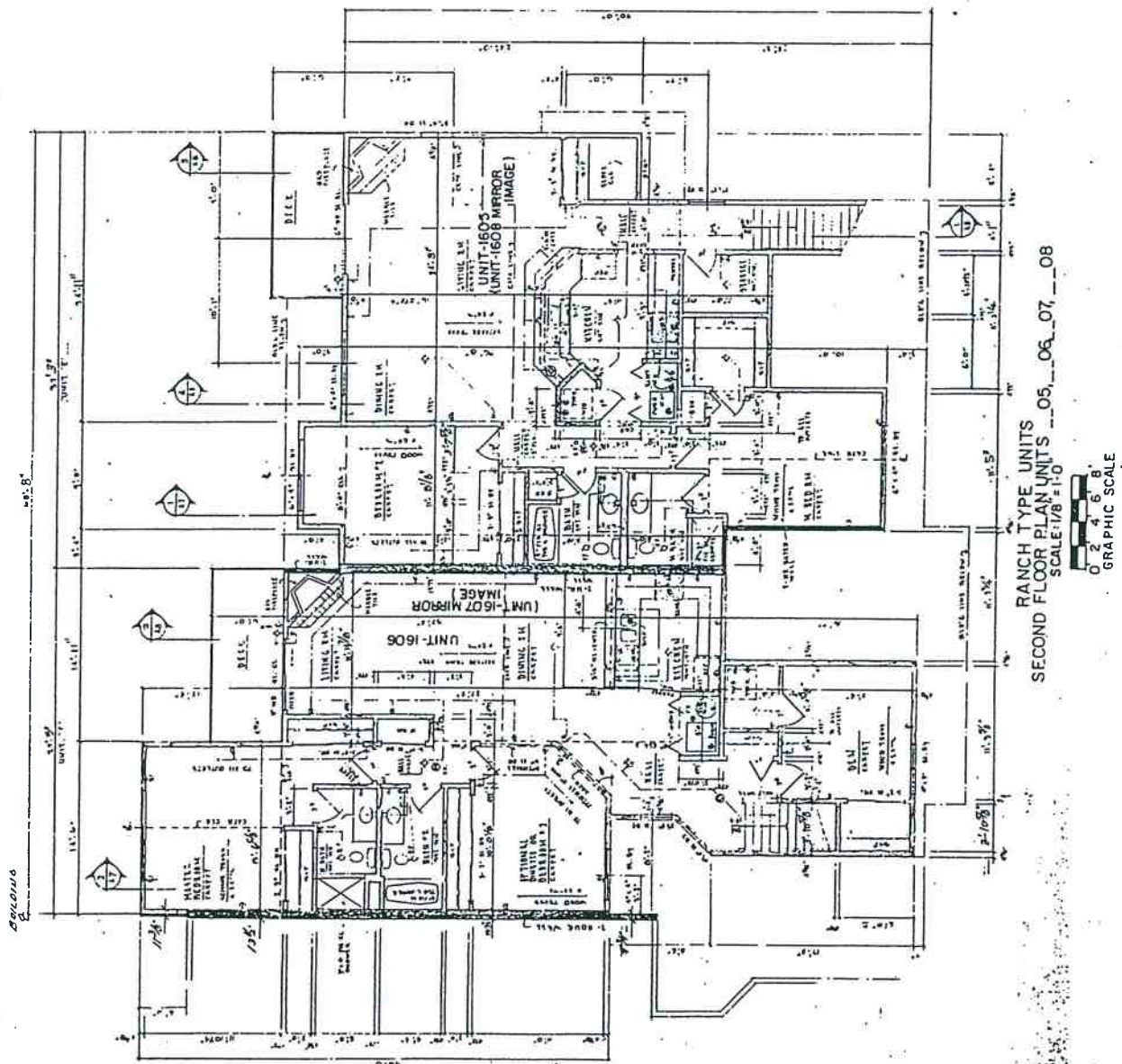
The above certificate subscribed and sworn to me this 2nd day of September, 1992.

JEROME G. WEGNER - NOTARY PUBLIC









RANCH TYPE UNITS
SECOND FLOOR PLAN UNITS --05--06--07--08
SCALE 1/8" = 1'-0"

SECOND AMENDMENT TO CONDOMINIUM PLAT
BROOKFIELD LAKE CONDOMINIUM
 TOWN OF BROOKFIELD, WAUKESHA COUNTY, WISCONSIN
 PHASE III

ADDRESSES OF UNITS PHASE III
 Mailing Address: Waukesha, Wisconsin 53186

Building	Unit	Street Address	Building	Unit	Street Address
15	1501	18600 Brookfield Lake Drive #51	18	1801	18475 Brookfield Lake Drive #75
15	1502	18600 Brookfield Lake Drive #52	18	1802	18475 Brookfield Lake Drive #76
15	1503	18600 Brookfield Lake Drive #53	18	1803	18475 Brookfield Lake Drive #77
15	1504	18600 Brookfield Lake Drive #54	18	1804	18475 Brookfield Lake Drive #78
15	1505	18600 Brookfield Lake Drive #55	18	1805	18475 Brookfield Lake Drive #79
15	1506	18600 Brookfield Lake Drive #56	18	1806	18475 Brookfield Lake Drive #80
15	1507	18600 Brookfield Lake Drive #57	18	1807	18475 Brookfield Lake Drive #81
15	1508	18600 Brookfield Lake Drive #58	18	1808	18475 Brookfield Lake Drive #82
16	1601	18575 Brookfield Lake Drive #59	19	1901	18375 Brookfield Lake Drive #83
16	1602	18575 Brookfield Lake Drive #60	19	1902	18375 Brookfield Lake Drive #84
16	1603	18575 Brookfield Lake Drive #61	19	1903	18375 Brookfield Lake Drive #85
16	1604	18575 Brookfield Lake Drive #62	19	1904	18375 Brookfield Lake Drive #86
16	1605	18575 Brookfield Lake Drive #63	19	1905	18375 Brookfield Lake Drive #87
16	1606	18575 Brookfield Lake Drive #64	19	1906	18375 Brookfield Lake Drive #88
16	1607	18575 Brookfield Lake Drive #65	19	1907	18375 Brookfield Lake Drive #89
16	1608	18575 Brookfield Lake Drive #66	19	1908	18375 Brookfield Lake Drive #90
17	1701	18500 Brookfield Lake Drive #67	20	2001	18275 Brookfield Lake Drive #91
17	1702	18500 Brookfield Lake Drive #68	20	2002	18275 Brookfield Lake Drive #92
17	1703	18500 Brookfield Lake Drive #69	20	2003	18275 Brookfield Lake Drive #93
17	1704	18500 Brookfield Lake Drive #70	20	2004	18275 Brookfield Lake Drive #94
17	1705	18500 Brookfield Lake Drive #71	20	2005	18275 Brookfield Lake Drive #95
17	1706	18500 Brookfield Lake Drive #72	20	2006	18275 Brookfield Lake Drive #96
17	1707	18500 Brookfield Lake Drive #73	20	2007	18275 Brookfield Lake Drive #97
17	1708	18500 Brookfield Lake Drive #74	20	2008	18275 Brookfield Lake Drive #98

SECOND AMENDMENT TO CONDOMINIUM PLAT
BROOKFIELD LAKE CONDOMINIUM
 TOWN OF BROOKFIELD, WAUKESHA COUNTY, WISCONSIN
 PHASE III

CERTIFICATION OF SURVEYOR

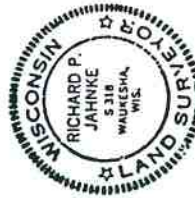
I, Richard P. Jahnke, a registered land surveyor authorized to practice that profession in the State of Wisconsin, do hereby certify that there is shown in the foregoing Second Amendment to Condominium Plat of Brookfield Lake Condominium, a correct representation of the property added thereto as Phase III and that the identification and location of each unit in Phase III can be determined therefrom. Common elements have been shown to the extent feasible.

STATE OF WISCONSIN) ss
 COUNTY OF WAUKESHA)

Richard P. Jahnke
 RICHARD P. JAHNKE - Wis. Reg. No. S-318

Personally came before me this 21st day of SEPTEMBER, 1992, the above named Richard P. Jahnke, to me known to be the person who executed the foregoing instrument, and acknowledged the same

J. G. Wegner
 JEROME G. WEGNER
 Notary Public, State of Wisconsin
 My commission expires September 12, 1993



BROOKFIELD LAKE CONDOMINIUM
Waukesha County, Wisconsin

THIRD AMENDMENT TO DECLARATION OF CONDOMINIUM

WHEREAS, Brookfield Lake Development Corp., hereafter "Declarant," desires to amend the Declaration of Condominium, hereafter "the Declaration," recorded on November 28, 1990, in the Office of the Register of Deeds for Waukesha County, Wisconsin, as Document No. 1623858, as amended, for Brookfield Lake Condominium, hereafter "the Condominium," (i) to change the location of Buildings 11, 12, and 13, so as to create a more aesthetically pleasing site plan and better conform to density requirements of the Town of Brookfield; (ii) to change the composition of the units in said buildings to better conform to the needs and wants of prospective unit owners; (iii) to reflect changes in the location of Buildings 15 and 17 as constructed; and (iv) to reflect changes to the floor plans for Building 15 as constructed;

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

1. Article II, Section 2.1(a) of the Declaration is amended to read as follows:

Description of Buildings. There will be five (5) Buildings on the Submitted Property (Phase I). Buildings 8 and 10 will each contain eight (8) townhouse type Units: Types A, B, C, D, E, F, G, and H. Building 9 will contain eight (8) ranch type Units: Type AA, BB, CC, DD, EE, FF, GG, and HH.

Buildings 11 and 12 will be relocated within the Submitted Property (Phase I) as more particularly depicted in the Third Amendment to Condominium Plat. Buildings 11 and 12 will each contain eight (8) ranch type Units. The floor plans for each Unit in Building 11 will be the same as those depicted in the Second Amendment to Condominium Plat, recorded on September 11, 1992, for Building 16. The floor plans for each Unit in Building 12 will be mirror images of those depicted in said Second Amendment to Condominium Plat for Building 16.

Building 13, previously located in Phase I, will be relocated to the area in Phase III of the Condominium heretofore reserved for the potential construction of a clubhouse. The clubhouse will not be constructed.

Declarant reserves the right to revise the floor plans for any Unit in Buildings 11 and 12, in whole or in part, without the consent of any Unit Owner or any Unit Owner's mortgagee (other than Declarant's lenders). In the event Declarant should elect to do so, the revision(s) shall be reflected in a duly recorded amendment to the Condominium Plat.

The total number of Units on the Submitted Property (Phase I) shall be forty (40). The location of each Building is set forth in the Condominium Plat, as amended.

2. The first paragraph of Article II, Section 2.1(c) of the Declaration is amended to read as follows:

Description of Buildings-Phase III. There will be seven (7) Buildings (Buildings 13 and 15-20) in Phase III.

Building 13 will contain two (2) ranch type Units. The floor plans for each Unit in and the location of Building 13 are depicted in the Third Amendment to Condominium Plat.

Buildings 15-20 will each contain eight (8) ranch type Units. The location of Buildings 16 and 18-20 are as set forth in the Second Amendment to Condominium Plat. The location of Buildings 15 and 17 are as set forth in the Third Amendment to Condominium Plat, the same having been slightly relocated during construction. The floor plans for each Unit in Buildings 16, 17, and 18-20 are as set forth in the Second Amendment to Condominium Plat. The floor plans for each Unit in Building 15 are mirror images of those set forth in the Second Amendment to Condominium Plat. Except to the extent that certain floor plans may be mirror images as aforesaid, the floor plans for each Unit in Buildings 15-20 whose unit number ends in the digits "01" are identical to the floor plans for Unit 1601; the floor plans for each Unit whose unit number ends in the digits "02" are identical to the floor plans for Unit 1602; and so on for all of the Units in said Buildings ending in the digits "03" through "08."

The addition of Buildings 13 and 15-20 will bring the total number of Units in the condominium to ninety-eight (98).

3. The property affected by this Amendment is legally described as set forth in Exhibit A attached hereto.

IN WITNESS WHEREOF, Brookfield Lake Development Corp. has caused this amendment to the condominium declaration to be executed by its duly authorized officers on March ____, 1994.

BROOKFIELD LAKE DEVELOPMENT CORP.,
a Wisconsin corporation

By: 
Mark D. Redmond, President

By: 
Robert S. McCloud, Secretary

ACKNOWLEDGMENTS

STATE OF WISCONSIN)
) ss.
WAUKESHA COUNTY)

Personally came before me this 8th day of March, 1994, Mark D. Redmond, president of Brookfield Lake Development Corp., a Wisconsin corporation, to me known to be the person who executed the foregoing instrument and to me known to be such officer of said corporation, and acknowledged that he executed said instrument as such officer as the deed of said corporation by its authority.

Suzanne H. Schmitt
Notary Public, State of Wisconsin
My commission expires 12/16/97

STATE OF WISCONSIN)
) ss.
WAUKESHA COUNTY)

Personally came before me this 12th day of March, 1994, Robert S. McCloud, secretary of Brookfield Lake Development Corp., a Wisconsin corporation, to me known to be the person who executed the foregoing instrument and to me known to be such officer of said corporation, and acknowledged that he executed said instrument as such officer as the deed of said corporation by its authority.



Deanna Loper
DEANNA LOPER
Notary Public, State of Wisconsin
My commission expires: 5-11-97

This instrument was drafted by
and should be returned to:

Attorney Donald V. Kozlovsky
Peregrine Law Offices, S.C.
633 West Wisconsin Avenue
Milwaukee, Wisconsin 53203
Telephone: (414) 272-4833

CONSENT OF MORTGAGEE

Norwest Bank Wisconsin, f/k/a First Interstate Bank of Wisconsin-Southeast, being the mortgagee named in various mortgages executed by Brookfield Lake Development Corp. pertaining to the property legally described in Exhibit A attached hereto, hereby consents to said mortgagor's execution of the foregoing Amendment to the Declaration of Condominium of Brookfield Lake Condominium.

IN WITNESS WHEREOF, said mortgagee has caused this consent to be executed by its duly authorized officers on this 16th day of February, 1998 4

NORWEST BANK WISCONSIN

By: Mary Ann Zuehlke, Assistant Vice President
By: Steven C. Gorzek, V.P.

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
MILWAUKEE COUNTY)

4 Personally came before me this 16th day of February, 1998, Mary Ann Zuehlke and Steven C. Gorzek, the Assistant Vice President and Vice President, respectively, of Norwest Bank Wisconsin, to me known to be the persons who executed the foregoing instrument and to me known to be such officers of said corporation, and acknowledged that they executed said instrument as such officers as the deed of said corporation by its authority.

Colleen M. Christ

Colleen M. Christ

Notary Public, State of Wisconsin
My commission expires: September 8, 1997

CONSENT OF MORTGAGEE

James A. Jalovec, being the mortgagee named in various mortgages executed by Brookfield Lake Development Corp. pertaining to the property legally described in Exhibit A attached hereto, hereby consents to said mortgagor's execution of the foregoing Amendment to the Declaration of Condominium of Brookfield Lake Condominium.

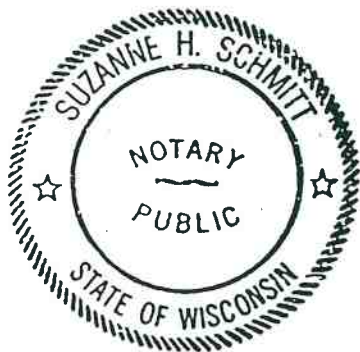
IN WITNESS WHEREOF, said mortgagee has caused this con-
sent to be executed by its duly authorized officers on this 24th
day of January, 1993.

James A. Jalovec

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
Waukesha COUNTY)

4 Personally came before me this 24th day of January, 1993, the above named James A. Jalovec, to me known to be the person who executed the foregoing instrument, and acknowledged same.



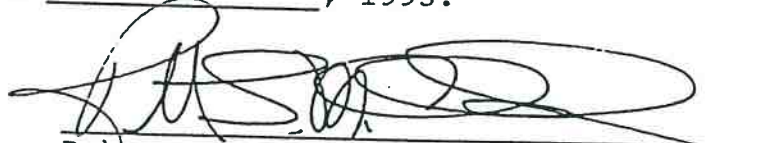
Suzanne H. Schmitt
Suzanne H. Schmitt

Notary Public, State of Wisconsin
My commission expires: 3/16/97

CERTIFICATION OF SECRETARY OF REQUISITE APPROVAL

The undersigned, being the secretary of Brookfield Lake Development Corp., hereby certifies that the amendment to the declaration accomplished by this Third Amendment to Declaration of Condominium for Brookfield Lake Condominium was duly approved by the agreement of unit owners to which at least 66-2/3% of the votes in the association appertain and, where applicable, by said unit owners' mortgagees in accordance with the provision of Article IX, Section 9.1 of the declaration and sec. 703.09(2), Stats.

Dated this 25th day of JAN, 1993.



Robert S. McCloud, Secretary
of Brookfield Lake Development
Corp.

MINIMUM PLAT

THE HOUSE OF COMMONS



[Signature]
 Special Agent in Charge
 Federal Bureau of Investigation
 Washington, D. C. 20535

1. Attached & labeled is requested by the State of Wisconsin, the heretofore confidential Map of Survey for the CONGRESSIONAL DISTRICT NO. 10, 1937, 1940, 1943, 1946, 1949, 1952, 1955, 1958, 1961, 1964, 1967, 1970, 1973, 1976, 1979, 1982, 1985, 1988, 1991, 1994, 1997, 2000, 2003, 2006, 2009, 2012, 2015, 2018, 2021, 2024, 2027, 2030, 2033, 2036, 2039, 2042, 2045, 2048, 2051, 2054, 2057, 2060, 2063, 2066, 2069, 2072, 2075, 2078, 2081, 2084, 2087, 2090, 2093, 2096, 2099, 2102, 2105, 2108, 2111, 2114, 2117, 2120, 2123, 2126, 2129, 2132, 2135, 2138, 2141, 2144, 2147, 2150, 2153, 2156, 2159, 2162, 2165, 2168, 2171, 2174, 2177, 2180, 2183, 2186, 2189, 2192, 2195, 2198, 2201, 2204, 2207, 2210, 2213, 2216, 2219, 2222, 2225, 2228, 2231, 2234, 2237, 2240, 2243, 2246, 2249, 2252, 2255, 2258, 2261, 2264, 2267, 2270, 2273, 2276, 2279, 2282, 2285, 2288, 2291, 2294, 2297, 2300, 2303, 2306, 2309, 2312, 2315, 2318, 2321, 2324, 2327, 2330, 2333, 2336, 2339, 2342, 2345, 2348, 2351, 2354, 2357, 2360, 2363, 2366, 2369, 2372, 2375, 2378, 2381, 2384, 2387, 2390, 2393, 2396, 2399, 2402, 2405, 2408, 2411, 2414, 2417, 2420, 2423, 2426, 2429, 2432, 2435, 2438, 2441, 2444, 2447, 2450, 2453, 2456, 2459, 2462, 2465, 2468, 2471, 2474, 2477, 2480, 2483, 2486, 2489, 2492, 2495, 2498, 2501, 2504, 2507, 2510, 2513, 2516, 2519, 2522, 2525, 2528, 2531, 2534, 2537, 2540, 2543, 2546, 2549, 2552, 2555, 2558, 2561, 2564, 2567, 2570, 2573, 2576, 2579, 2582, 2585, 2588, 2591, 2594, 2597, 2600, 2603, 2606, 2609, 2612, 2615, 2618, 2621, 2624, 2627, 2630, 2633, 2636, 2639, 2642, 2645, 2648, 2651, 2654, 2657, 2660, 2663, 2666, 2669, 2672, 2675, 2678, 2681, 2684, 2687, 2690, 2693, 2696, 2699, 2702, 2705, 2708, 2711, 2714, 2717, 2720, 2723, 2726, 2729, 2732, 2735, 2738, 2741, 2744, 2747, 2750, 2753, 2756, 2759, 2762, 2765, 2768, 2771, 2774, 2777, 2780, 2783, 2786, 2789, 2792, 2795, 2798, 2801, 2804, 2807, 2810, 2813, 2816, 2819, 2822, 2825, 2828, 2831, 2834, 2837, 2840, 2843, 2846, 2849, 2852, 2855, 2858, 2861, 2864, 2867, 2870, 2873, 2876, 2879, 2882, 2885, 2888, 2891, 2894, 2897, 2900, 2903, 2906, 2909, 2912, 2915, 2918, 2921, 2924, 2927, 2930, 2933, 2936, 2939, 2942, 2945, 2948, 2951, 2954, 2957, 2960, 2963, 2966, 2969, 2972, 2975, 2978, 2981, 2984, 2987, 2990, 2993, 2996, 2999, 3002, 3005, 3008, 3011, 3014, 3017, 3020, 3023, 3026, 3029, 3032, 3035, 3038, 3041, 3044, 3047, 3050, 3053, 3056, 3059, 3062, 3065, 3068, 3071, 3074, 3077, 3080, 3083, 3086, 3089, 3092, 3095, 3098, 3101, 3104, 3107, 3110, 3113, 3116, 3119, 3122, 3125, 3128, 3131, 3134, 3137, 3140, 3143, 3146, 3149, 3152, 3155, 3158, 3161, 3164, 3167, 3170, 3173, 3176, 3179, 3182, 3185, 3188, 3191, 3194, 3197, 3200, 3203, 3206, 3209, 3212, 3215, 3218, 3221, 3224, 3227, 3230, 3233, 3236, 3239, 3242, 3245, 3248, 3251, 3254, 3257, 3260, 3263, 3266, 3269, 3272, 3275, 3278, 3281, 3284, 3287, 3290, 3293, 3296, 3299, 3302, 3305, 3308, 3311, 3314, 3317, 3320, 3323, 3326, 3329, 3332, 3335, 3338, 3341, 3344, 3347, 3350, 3353, 3356, 3359, 3362, 3365, 3368, 3371, 3374, 3377, 3380, 3383, 3386, 3389, 3392, 3395, 3398, 3401, 3404, 3407, 3410, 3413, 3416, 3419, 3422, 3425, 3428, 3431, 3434, 3437, 3440, 3443, 3446, 3449, 3452, 3455, 3458, 3461, 3464, 3467, 3470, 3473, 3476, 3479, 3482, 3485, 3488, 3491, 3494, 3497, 3500, 3503, 3506, 3509, 3512, 3515, 3518, 3521, 3524, 3527, 3530, 3533, 3536, 3539, 3542, 3545, 3548, 3551, 3554, 3557, 3560, 3563, 3566, 3569, 3572, 3575, 3578, 3581, 3584, 3587, 3590, 3593, 3596, 3599, 3602, 3605, 3608, 3611, 3614, 3617, 3620, 3623, 3626, 3629, 3632, 3635, 3638, 3641, 3644, 3647, 3650, 3653, 3656, 3659, 3662, 3665, 3668, 3671, 3674, 3677, 3680, 3683, 3686, 3689, 3692, 3695, 3698, 3701, 3704, 3707, 3710, 3713, 3716, 3719, 3722, 3725, 3728, 3731, 3734, 3737, 3740, 3743, 3746, 3749, 3752, 3755, 3758, 3761, 3764, 3767, 3770, 3773, 3776, 3779, 3782, 3785, 3788, 3791, 3794, 3797, 3800, 3803, 3806, 3809, 3812, 3815, 3818, 3821, 3824, 3827, 3830, 3833, 3836, 3839, 3842, 3845, 3848, 3851, 3854, 3857, 3860, 3863, 3866, 3869, 3872, 3875, 3878, 3881, 3884, 3887, 3890, 3893, 3896, 3899, 3902, 3905, 3908, 3911, 3914, 3917, 3920, 3923, 3926, 3929, 3932, 3935, 3938, 3941, 3944, 3947, 3950, 3953, 3956, 3959, 3962,

The above certificate was
 issued to the undersigned
 on the 1st day of
 January 1900

PAGES.

10/10/19

PHARMAC

UNPIATTO LANDS