FOREST COURT
PHASE I
CONDOMINIUM

I

D I S C L O S U R E M A T E R I A L S

F O R

FOREST COURT CONDOMINIUM
Milwaukee, Wisconsin

DECLARANT: Bruemmer Development Corporation
10248 North Range Line Road
Mequon, Wisconsin 53092

AGENT: Robedeaux Realtors
6400 West Howard Avenue
Milwaukee, Wisconsin 53220

(1) THESE ARE THE LEGAL DOCUMENTS COVERING YOUR RIGHTS AND RESPONSIBILITIES AS A CONDOMINIUM OWNER. IF YOU DO NOT UNDERSTAND ANY PROVISIONS CONTAINED IN THEM, YOU SHOULD OBTAIN PROFESSIONAL ADVICE.

(2) THESE DISCLOSURE MATERIALS GIVEN TO YOU AS REQUIRED BY LAW MAY BE RELIED UPON AS CORRECT AND BINDING. ORAL STATEMENTS MAY NOT BE LEGALLY BINDING.

(3) YOU MAY AT ANY TIME WITHIN 5 BUSINESS DAYS FOLLOWING RECEIPT OF THESE DOCUMENTS, OR FOLLOWING NOTICE OF ANY MATERIAL CHANGES IN THESE DOCUMENTS, CANCEL IN WRITING THE CONTRACT OF SALE AND RECEIVE A FULL REFUND AND ANY DEPOSITS MADE.

I N D E X

The disclosure materials the Declarant is required by law to provide to each prospective condominium purchaser contains the following copies of documents and exhibits:

(1) Declaration. The Declaration establishes and describes the Condominium, the Units and the Common Elements. The Declaration begins on page III.

(2) Bylaws. The Bylaws contain rules which govern the Condominium and effect the rights and responsibilities of Unit Owners. The Bylaws begin on page IV.

(3) Articles of Incorporation. The operation of a Condominium is governed by the Association, of which each Unit Owner is a member. Powers, duties, and operation of an Association are specified in its Articles of Incorporation. The Articles of Incorporation begin on page V.

(4) Management Contracts. A Statement as to Condominium management is contained on page VI.

(5) Annual Operating Budget. The Association incurs expenses for the operation of the Condominium which are assessed to the Unit Owners. The Operating Budget is an estimate of those charges which are in addition to mortgage and utility payments. The budget begins on page VII.

(6) Floor Plan and Map. The Declarant has provided a floor plan of the Unit being offered for sale and a map of the Condominium which shows the location of the Unit you are considering and all facilities and Common Elements which are part of the Condominium. The floor plan and map are contained within the Declaration as Exhibit "C".

DECLARATION OF CONDOMINIUM

OF

FOREST COURT, PHASE I CONDOMINIUM

This Instrument was Drafted By:

Peter C. Haensel

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DECLARATION OF CONDOMINIUM

OF

FOREST COURT PHASE I CONDOMINIUM

This Declaration of Condominium is made and executed in the City of Milwaukee, Milwaukee County, Wisconsin, this _____ day of October, 1980, by Bruemmer Development Corporation, organized and existing under the laws of the State of Wisconsin and having its principal place of business at 10248 North Range Line Road, Mequon, Wisconsin, (hereinafter referred to as "Declarant") pursuant to the provisions of the Wisconsin Condominium Ownership Act, Chapter 703, Wisconsin Statutes (1977) hereinafter referred to as the "Act".

W I T N E S S E T H:

WHEREAS, Declarant is the sole owner of certain property located in the City of Milwaukee, Milwaukee County, Wisconsin, more particularly described in Exhibit A attached hereto and incorporated herein by reference; and

WHEREAS, Declarant has caused a Condominium Plat to be prepared which describes the buildings and other improvements to be constructed upon the property described in Exhibit A; and

WHEREAS, Declarant intends, by making this Declaration and the aforesaid Condominium Plat and filing the same with the office of the Register of Deeds for Milwaukee County, Wisconsin, to subject the Property described in Exhibit A and the buildings and other improvements to be constructed thereon to the provisions of the Act and this Declaration; and

WHEREAS, Declarant shall incorporate Forest Court, Phase I Condominium Association, Inc., under the laws of the State

of Wisconsin as a nonstock, nonprofit corporation for the purpose of governing the affairs of the Condominium hereby created;

NOW THEREFORE, Declarant does hereby publish and declare that the Property herein described in Exhibit A, and the buildings and other improvements to be constructed thereon, shall be held, conveyed, encumbered, leased, rented, used and occupied subject to all covenants, conditions, restrictions and easements, as hereinafter set forth.

SECTION ONE

NAME AND ADDRESS

The name of this Condominium is Forest Court, Phase I Condominium and it is located in the City of Milwaukee, Milwaukee County, Wisconsin.

SECTION TWO

DEFINITIONS

For the purpose of clarity and brevity, certain words and terms used in this Declaration are defined as follows:

1. Association means Forest Court, Phase I Condominium Association, Inc., which shall be a nonstock, nonprofit corporation organized under the laws of the State of Wisconsin, through which the Unit Owners shall act as a group in accordance with its Articles of Incorporation, Bylaws, this Declaration, the Condominium Ownership Act and The Wisconsin Nonstock Corporation Law.

2. Common Elements mean all of the Condominium except its Units.

3. Common Expenses and Common Surpluses mean the expenses and surpluses of the Association.

4. Condominium means Property made subject to this Declaration on this date or hereafter by amendments to this Declaration.

5. Condominium Instruments mean the Declaration and Condominium Plat of this Condominium.

6. Condominium Lien means a lien on a unit and the undivided interest in the Common Elements appurtenant thereto for assessed but unpaid Common Expenses attributable to a unit, pursuant to the provisions of §703.16 of the Act.

7. Condominium Plat means the survey maps and diagrammatic floor plans of this Condominium as recorded.

8. Declaration: This instrument, by which the Property, as hereinafter defined, is submitted to the provisions of the Act, and shall include such amendments, if any, to this instrument as from time to time may be adopted pursuant to the terms hereof.

9. Limited Common Elements mean those Common Elements identified in this Declaration or in the Condominium Plat as reserved for the exclusive use of one or more but less than all of the Unit Owners.

10. Majority or Majority of Unit Owners mean the Unit Owners with more than 50 percent of the votes assigned to the Units in this Declaration.

11. Mortgagee means the holder of any recorded mortgage encumbering one or more Units or a land contract vendor.

12. Parking Area: Area provided for parking automobiles as shown on Exhibit B attached hereto, and hereinafter described.

13. Person means an individual, corporation, partnership, association, trustee or other legal entity.

14. Property: The air space, land, buildings, all improvements and structures thereon, and all easements, rights and appurtenances belonging thereto, and all articles of personal property intended for use in connection therewith, which have been or are intended to be subject to the provisions of the Act.

15. Occupant: Person or persons, other than Owner or Unit Owner in possession.

16. Streets and Roads: The surfaced portions of the property set aside for use for travel by foot, animal, or vehicles to and from the buildings to the public streets or highways.

17. Unit means that part of the Condominium intended for independent residential use which is described in Section Four below.

18. Unit Number means the number, letter or combination thereof, identifying a Unit in this Declaration.

19. Unit Owner means a person or combination of persons, partnership or corporation who holds legal title to a Unit or has equitable ownership as a land contract vendee.

20. The Wisconsin Nonstock Corporation Law refers to Chapter 181, Wisconsin Statutes (1977) as may be amended from time to time.

SECTION THREE

DESCRIPTION OF LAND

Land Subject To This Declaration. The land which is subject to the provisions of this Declaration is located in the City of Milwaukee, Milwaukee County, Wisconsin, and is more particularly described in Exhibit A attached hereto and incorporated herein by reference.

SECTION FOUR

DESCRIPTION OF UNITS

(A) Units Subject To This Declaration. Three buildings shall be located on the land described in Exhibit A which shall contain eight Units each. A survey map of the land showing the location of these buildings is attached hereto as Exhibit B and incorporated herein by reference. A set of floor plans for the buildings showing the layout, Unit Number and dimensions of the Units is attached hereto as Exhibit C and incorporated herein by reference.

(B) Boundaries Of Units. The boundaries of each Unit are as follows:

1. The upper boundary is the horizontal plane of the undecorated finished ceiling extended to and intersection with the perimetrical boundaries;

2. The lower boundary is the horizontal plane of the undecorated finished floor extended to an intersection with the perimetrical boundaries;

3. The perimetrical boundaries are the vertical planes of the undecorated finished interiors of the perimeter walls extending to intersections with each other and with the upper and lower boundaries;

4. Surfaces included in Unit. Each Unit Owner shall own the inner finished surfaces of the walls (drywall), floors (concrete), ceilings (drywall), windows and doors bounding his or her respective Unit.

5. Utility and structural components not included in Unit. No Unit Owner shall own any electrical, plumbing, heating, air conditioning, telephonic or structural components running through his or her Unit which serve more than his or her Unit.

(C) Subdivision Of Unit. No Unit Owner shall, by deed, plat or otherwise, subdivide or in any other manner cause his Unit to be separated into any tracts, parcels or additional units other than the whole Unit as shown on the Plat.

SECTION FIVE

DESCRIPTION OF COMMON ELEMENTS

Common Elements. The Common Elements include the land and all other parts of the Condominium, made subject to this Declaration, not contained within the Units including, but not limited to, any electrical, plumbing, heating, air conditioning, sewage systems, telephonic and structural components which serve more than one Unit and any corridors, halls, stairways, entrances, exits, lobbies, chutes, basements, utility rooms, storage areas, roofs and building exteriors, and any floors, ceilings, and perimeter walls (other than interior finished surfaces thereof located within the Units) and any outside walkways, roadways, driveways, yards, parking areas, landscaping, garages, and trash facilities except as may be designated as limited Common Elements, as hereinafter provided. Except as otherwise may be limited by this Declaration, each Unit Owner shall have the right to the use and benefit from the Common Elements for all purposes incident to the use and occupancy of his or her Unit as a place of residence and such other incidental uses permitted by this Declaration which rights shall be appurtenant to and run with his or her Unit. No Unit Owner shall have an interest in the use,

benefit ownership of any other Unit which may subsequently be erected unless the Unit is acquired by his or her conveyance of fee simple or equitable title.

SECTION SIX

LIMITED COMMON ELEMENTS

(A) Indoor Parking. Inside, underground parking spaces are located in the Condominium and identified by number. One or more such spaces shall be designated for the exclusive use of each Unit and permanently assigned as a Limited Common Element for the benefit of the Unit Owner of such Unit and specifically set forth on Exhibit B.

(B) Balconies and Patios. Each Unit Owner shall be entitled to the exclusive use and possession of that balcony or patio and direct access to which is provided from his respective Unit and which is located outside of and adjoining his respective Unit. Each Unit Owner shall be responsible for repair, maintenance and appearance of the patio or balcony, the exclusive use and possession thereof is extended hereby, at his own expense, including (without limitation) responsibility for damage, and ordinary wear and tear. A Unit Owner shall not paint, or otherwise decorate or adorn or change the appearance of any such balcony or patio, in any manner except with the express consent of the Board of Directors of the Association.

SECTION SEVEN

PERCENTAGE INTERESTS APPURTENANT TO EACH UNIT

(A) Percentage Interests Of Unit Owners. Each Unit Owner shall have an undivided percentage interest in the Common Elements equal to the percentage obtained by dividing the square footage of such Unit Owner's Unit by the sum of the square footage of all of the Units in the Condominium. The percentage interest of each of the Unit Owners of Units located in the buildings described in Exhibit B are shown on Exhibit D attached hereto and incorporated herein by reference.

(B) Conveyance, Lease Or Encumbrance Of Percentage Interest. Any deed, mortgage, lease or other instrument purporting to convey, or encumber any Unit shall be deemed to include the Unit Owner's undivided percentage interest in the Common Elements even though such interest is not expressly described or referred to therein.

SECTION EIGHT

ASSOCIATION OF UNIT OWNERS

The Condominium shall be administered and operated by a non-profit corporation known as Forest Court, Phase I Condominium Owner's Association, Inc. herein referred to as the Association organized under Chapter 181 of the Wisconsin Statutes and the Act and in accordance with the Bylaws and rules and regulations of the Association.

(A) Membership In Association. Every Unit Owner shall be a member of the Association.

(B) Powers And Responsibilities Of Association. Subject to paragraph (D), the affairs of this Condominium shall be governed by the Association. The powers and duties of the Association shall include those set forth in the Articles of Incorporation, Bylaws, the Condominium Ownership Act, this Declaration and The Wisconsin Nonstock Corporation Law.

(C) Voting Rights.

1. Number of Votes. One vote shall appertain to each Unit. At any meeting of the members of the Association, each Unit Owner, either in person or by proxy, shall be entitled to cast the one vote appertaining to his or her respective Unit.

2. Multiple Owners. If there are multiple owners of any Unit, it shall be necessary for those owners present at any meeting or voting by proxy to act unanimously with respect to the vote appertaining to their Unit in order for their vote to be counted. If less than all of multiple owners of a Unit are present or vote by proxy at a meeting of the Association, such owners as are present shall be entitled to cast the votes allocated to that Unit and unanimous agreement among the multiple owners shall be conclusively presumed unless any of the other multiple owners files a statement with the Secretary of the Association stating that the vote is not unanimous among the multiple owners.

3. Limitations on Voting Rights. No Unit Owner shall be entitled to vote on any matter submitted to a vote of the Unit Owners until his or her name, current mailing address and the name and address of the Mortgagee of his or her Unit, if any, has been furnished to the Secretary of the Association. The Bylaws of the Association may contain a provision prohibiting any Unit Owner from voting on any matter submitted to a vote of the Unit Owners if the Association has recorded a statement of Condominium lien on his or her Unit and the amount necessary to release the lien has not been paid at the time of the voting.

(D) Declarant Control. Except as provided in Paragraph (E), the Declarant shall exercise any and all of the powers and responsibilities assigned to the Association, its Board of Directors and its officers by its Articles of Incorporation, Bylaws, the Condominium Ownership Act, this Declaration and The Wisconsin Nonstock Corporation Law from the date of this Declaration until the earlier of (1) Three years from the date that the first Unit of this Condominium is conveyed by the Declarant to any other person, or (2) Thirty days after the conveyance of 75 percent of the Common Elements interest to purchasers.

(E) Meeting To Elect Directors. Prior to the conveyance of 25 percent of the Common Elements interest of this Condominium to purchasers, the Association shall hold a meeting and the Unit Owners other than the Declarant shall elect at least 25 percent of the directors on the Board of Directors. Prior to the conveyance of 50 percent of the Common Elements interest of this Condominium to purchasers, the Association shall hold a meeting and the Unit Owners other than the Declarant shall elect at least 33-1/3 percent of the directors on the Board of Directors.

(F) Calculation Of Percentage. The percentage of Common Elements interest conveyed to purchasers under paragraphs (D) and (E) shall be calculated by dividing the sum

of the square footage of all of the Units conveyed to purchasers by the sum of the square footage of all of the Units in the Condominium.

SECTION NINE

USE OF THE UNITS AND COMMON ELEMENTS

(A) Use And Restrictions On Use Of Unit. Each Unit is intended for residential use only as presently or hereafter defined and permitted by the zoning ordinances of the City of Milwaukee, and each Unit is restricted to that use. Each Unit Owner shall have exclusive ownership and possession of his or her Unit subject to the provisions of this Declaration, the Condominium Ownership Act, and the Bylaws of the Association.

(B) Common Elements And Limited Common Elements. The Common Elements and Limited Common Elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the Unit Owners, subject to the provisions of this Declaration, the Condominium Ownership Act, and the Bylaws of the Association. Limited Common Elements may be used only by the Unit Owners of the Unit to which their use is limited.

(C) Nuisances. No nuisances shall be allowed upon the Condominium Property, nor any use or practice that is unlawful or annoying to residents or interferes with the peaceful possession and proper use of the Property by its residents. All parts of the Condominium shall be kept in a clean and sanitary condition, and no fire or other hazard shall be allowed to exist. No Unit Owner shall permit any use of his or her Unit or make any use of the Common Elements that increases the cost of insurance upon the Condominium Property.

(D) Obstruction Of Common Elements. There shall be no obstruction of the Common Elements, nor shall anything be

stored in the Common Elements without the prior consent of the Board, except as hereinafter expressly provided. Each Owner shall be obligated to maintain and keep in good order and repair his own Unit.

(E) Laundry or Rubbish. No clothes, sheets, blankets, laundry of any kind, or other articles shall be hung out or exposed on any part of the Common Elements. The Common Elements shall be kept free and clear of rubbish, debris, and other unsightly materials. Trash, garbage, and other wastes shall be kept only in enclosed sanitary containers, and shall be disposed of in a clean, sightly, healthy, and sanitary manner, and as may be prescribed from time to time by the rules and regulations of the Board.

(F) Display of Model Units by Developer. During the period of construction of the Building on the Property by the Developer, the Developer and its contractors and subcontractors, and their respective agents and employees, shall be entitled to access, ingress, and egress to said Buildings and Property as may be required in connection with said construction. During the period in which sales of Units by the Developer are in process, but in no event for any period extending beyond 36 months from the registration or filing of this Declaration, the Developer may occupy or grant permission to any person or entity to occupy, with or without rental, as determined by the Developer one or more Units for business or promotional purposes, including clerical activities, sales offices, model Units for display and the like; provided that the activities in the Units so occupied do not interfere with the quiet enjoyment of any other Owner or Occupant.

(G) Occupancy. Occupancy of any Unit in the Condominium shall be limited to a maximum of two persons per bedroom per

Unit. Occupancy is defined to mean residing in the Unit for over-night or sleeping purposes and shall not be deemed to restrict or limit social entertaining.

(H) Rental Of Units. Rental of a Unit shall be prohibited except upon the express consent of the Board of Directors of the Association upon good cause shown.

SECTION TEN

AGENT FOR SERVICE OF PROCESS

(A) Initial Agent. Peter C. Haensel, whose address is 740 North Plankinton Avenue, Milwaukee, Wisconsin, 53203, is hereby designated as the agent to receive service of process in any action against the Association or in any action which arises through any cause relating to the Common Elements.

(B) Change of Agent. The Board of Directors of the Association may at any time by duly adopted resolution designate a different agent for service of process. The designation of such person as agent shall become effective upon the execution and filing of a statement of change of the registered agent and address with the Office of the Secretary of State as provided in The Wisconsin Nonstock Corporation Law.

SECTION ELEVEN

RECONSTRUCTION, REPAIR OR SALE IN THE EVENT OF DAMAGE OR DESTRUCTION

(A) Determination To Reconstruct Or Repair. If all or any part of the Condominium becomes damaged or is destroyed by any cause, the damaged Property shall be repaired or reconstructed except as herein specifically provided otherwise. If the cost to repair or reconstruct the damaged property is greater than the available insurance proceeds,

the damaged property shall be repaired or reconstructed unless within the time specified in the Bylaws, the Unit Owners having 75 percent or more of the votes shall consent in writing not to repair or reconstruct the damaged property.

(B) Plans And Specifications. Any reconstruction or repair shall, as far as is practicable, be made in accordance with the maps, plans and specification contained in the Condominium Instruments, unless:

1. The Board of Directors of the Association shall authorize a variance from such plans and specifications in the case of reconstruction of or repair to the Common Elements; or

2. the Board of Directors of the Association and the Unit Owners of the damaged Units shall authorize a variance from such plans and specifications in the case of reconstruction of or repair to any of the Units.

In the event that a variance is authorized as provided above from the maps, plans and specifications contained in the Condominium Instruments, an amendment to the Condominium Instruments shall be recorded by the Association setting forth such authorized variance. Provisions contained elsewhere in this Declaration with regard to reallocation of boundaries and separation of Units shall, where appropriate, apply to this Section.

(C) Responsibility For Repair. In all cases after a casualty has occurred which is insured by the Association as provided in Section Eleven (A), the responsibility for repair and reconstruction shall be that of the Association.

(D) Estimates Of Costs. Immediately after any Property is damaged or destroyed for which the Association has the responsibility of reconstruction and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair.