AMENDED AND RESTATED CONDOMINIUM DECLARATION
OF
FAIRFIELD PLACE, A CONDOMINIUM

640 Pewaukee Road
Pewaukee, Wisconsin 53072

3884173
REGISTER OF DEEDS
WAUKESHA COUNTY, WI
RECORDED ON
January 06, 2012 12:09 PM
James R Behrend
Register of Deeds
16 PGS
TOTAL FEE: $30.00
TRANS FEE: $0.00
Book Page -



Declarant

FAIRFIELD PLACE ASSOCIATION LTD
640 Pewaukee Road
Pewaukee, Wisconsin 53072

Pd
30
16

Prepared By

Michael D. Janas
678 Pewaukee Road Unit E
Pewaukee Wisconsin 53072

AMENDED AND RESTATED CONDOMINIUM DECLARATION
FOR
FAIRF1ELD PLACE, A CONDOMINIUM

This Amended and Re-Stated Declaration is made pursuant to the Condominium Ownership Act of the State of Wisconsin, Chapter 703 of the Wisconsin Statues (hereinafter referred to as the 'Act") this 12th day of January, 2012 by Fairfield Place, Inc., a Wisconsin corporation ("Declarant").

1. **STATEMENT OF DECLARATION.**

This Amended and Re-Stated Declaration supersedes in all respect the Condominium Declaration for Fairfield Place, A Condominium dated August 16, 1996, recorded in the Offer of Register of Deeds for Waukesha County on April 10, 1996, Reel 2294, Image 1090, as Document Number 2151291. This amendment is to change paragraph 6.1.6 and amend the occupancy period and lease term from seven (7) to thirty (30) days, as stated in the section below.

The purpose of the Declaration is to submit the lands hereinafter described and the improvements constructed or to be constructed thereon to the condominium form of ownership in the manner provided by the Act and this Declaration.

Declarant hereby declares that it Is the sole owner of the real property described in Section 3 hereof, together with all buildings and improvements thereon or to be constructed thereon (hereinafter referred to as" the Property") which is hereby submitted to the condominium form of ownership as provided in the Act and this Declaration. All provisions hereof shall be deemed to run with the land and shall constitute benefits and burdens to the Declarant, its successors and assigns, and to all parties hereafter having any interest in the Property.

2. **NAME.**

The real property described in Section 3 and all buildings and Improvements thereon and thereto shall be known as **FAIRFIELD PLACE, A CONDOMINIUM**.

3. **LEGAL DESCRIPTION.**

The real property subjected to In this Declaration is located in Waukesha County, Wisconsin and is described on Exhibit 'A' attached hereto and depicted on the Condominium Plat and floor plans attached hereto as Exhibit 'B' ('Condominium Plat").

4. **DESCRIPTION AND LOCATION OF BUILDINGS.**

The initial building to be constructed by Declarant shall be designated as Building 12 (•Building 12"). Building 12 and any other buildings to be constructed pursuant to this Declaration shall consist of eight (8) living units, shall be two (2) stories in height and shall have four (4) living units on each floor. The address of Building 12 is 678 Pewaukee Road, Pewaukee, Wisconsin 53072. Each living unit shall include a one-car garage attached to the building. The units are more fully described on the floor plans attached hereto as Exhibit 'B'. Declarant reserves the right to change the layout, site plan, and/or dimensions of buildings and units shown on Exhibit 'B[1] which have not been constructed as of the date of this Declaration.

Declarant reserves the right to expand the condominium without the consent or approval of any unit owner, at any time and from time to time by subjecting any or all of the real property described on Exhibit 'A-1' ('Expansion Property') to this Declaration and constructing no more than a total of one hundred and twelve (112) units on the Property and Expansion Property. The right of expansion reserved herein shall be exercised by the recording of one 01 more amendments to this Declaration in the Office of the Register of Deeds for Waukesha County, Wisconsin.

5. IDENTIFICATION OF UNITS

Identification. As used herein a "unit" is that part of a building located on the condominium Property intended for individual, private use, comprised of one or more cubicle of air at one or more levels of space having outer boundaries formed by the interior surfaces of the perimeter walls, floors, ceilings, windows, window frames, doors and door frames of the buildings, as said boundaries are shown on the building and floor plans attached hereto as Exhibit "B", together with all fixtures and improvements therein contained.

6. RESTRICTIONS

6.1 Building Restrictions. The buildings and units constructed or to be constructed on the Property shall in each instance comply with each of the following conditions and restrictions:

6.1.1 **Residential Use.** All biddings shall be used for residential purposes only. Except for the clubhouse and the swimming pools, no buildings shall be constructed on the Property for other than residential use. No structure, trailer, tent, shack or bam, temporary or otherwise except for those maintained by Declarant, its successors and assigns shall be placed or maintained on any portion of the Property without the consent of the Association (as hereinafter defined). No trade or business shall be conducted on the condominium Property or from any unit Notwithstanding the foregoing, Declarant reserves the right for a period of ten (10) years from the date of this Declaration to cause one of more of the units it owns to be maintained as a model unit and to display such models and the common elements of the condominium (as defined in Section 7 below).

6.1.2 **Garages.** In addition to the appurtenant parking garage for each unit, each unit shall have the use of outdoor paved parking spaces as shown on the Condominium Plat Unit owners may park automobiles on the driveway in front of their respective garage unit however, at no time may any unit owner allow boats, snowmobiles, motorcycles, abandoned vehicles, trucks, motor homes, recreational vehicles or trailers to be parked overnight on driveways.

6.1.3 **Fences.** No fences are allowed to be constructed or erected within FAIRFIELD PLACE, A CONDOMINIUM.

6.1.4 **Building Exteriors and Maintenance.** To maintain the quality and pleasant appearance of Fairfield Place, A Condominium, all buildings shall be of uniform appearance and shall maintain the exact same exterior paint, roof, aluminum siding and brick colors. The buildings shall be maintained in pristine condition. All exterior replacement items, such as windows, siding, doors, garage doors, roofing, etc., and all window treatments shall be the same manufacturer, product and color as originally installed in the building. If the original product or color is no longer available, substitution of the product or color shall be allowed with the prior written consent of the Association.

6.1.5 **Signage.** Except for Declarant's marketing and sales signs, no exterior signage of any kind or size shall be allowed in the common elements, attached to the buildings, displayed on the buildings, or displayed from a unit window.

6.1.6 **Occupancy.** Individual units in the condominium Property shall not be used or occupied by any person or persons for a period of less than thirty (30) consecutive days, except with the written approval of the Association. Any owner (including Declarant) may enter Into a lease of a unit ("Lease") on whatever terms and conditions the unit owner may wish provided that in each instance the Lease shall: (a) be for a term of not less than thirty (30) days (b) be in writing and signed by both the unit owner and tenant and contain a provision that any breach of this Declaration, the Association's rules and regulations or the By-Laws shall also be a breach of the Lease; and, (c) provide that any breach of the Lease may be enforced by the Association. Unit owners shall provide the Association with a current tenant list with the name, address and telephone number of each tenant. No rooms in any unit may be rented and no transient tenants shall be allowed to reside in a unit.

6.1.7 Pets. No cat or dog shall be permitted in a unit if in excess of twenty-six (26) inches in height or twenty-five (25) pounds in weight The Association shall have the right to adopt such additional height, weight and other restrictions as the Board of Directors of the Association deems reasonable in their sole discretion. No pets shall be allowed at large within the common elements. Pets shall at all times be leashed and within the immediate control of a person when outside of a unit All solid waste shall be picked up by the person attending the pet and disposed of in the manner prescribed by the Association. Pet owners shall exercise reasonable diligence to prevent their pet from being a nuisance or annoyance to other unit owners or occupants. Any and all costs of repairing damage caused by a pet shall be borne by its owner.

6.1.8 Antennas. No antennas, aerials or cable for television or radio reception shall be erected or installed on or in any roof or any other portion of the Property, except any community antennas or cable receivers erected by Declarant or its successors and assigns.

6.1.9 Obstructions. No unit owner shall cause or permit the common elements (as defined below) to be used as to deny to others the full use of the common elements. Accordingly, there shall be no obstruction of any of the common elements, other than as may be necessary for the construction or reconstruction of a building on the Property. Junked, inoperative or unlicensed vehicles shall not be permitted anywhere on their Property. Traitors, vans, trucks, campers, camping trucks, house trailers, utility trailers, equipment, boats, boat trailers, motorcycles, mopeds, motorized bicycles, snowmobiles or land vehicles or the like shall not be stored, parked or placed on the Property except in such places designated by the Board of Directors of the Association.

6.1.10 Nuisance. No noxious or offensive activity shall be carried on in any units or in the common elements nor shall anything be done therein which is or which may become a nuisance or annoyance to others or which will cause the cancellation of insurance or increase the rate of Insurance on any unit or on the common elements without the prior written consent of the Association. Conduct of each unit owner or their tenants should be free from Immoral, improper, annoying or offensive activity. All occupants of units shall comply with all applicable governmental regulations in their use of their respective units and the common elements. No party shall commit waste to the common elements.

6.1.11 Alteration of Common Elements. No party shall alter, construct or remove the common elements or any portion thereof without the prior written consent of the Association.

6.1.12 Decks and Patios. Occupants of units shall keep their patios and decks in a clean and orderly state. Patios and decks are not to be used for storage of the personal property of the occupant, including, but not limited to. Motorcycles, bicycles, toys, baby carriages, or wagons nor shall the decks or patios be used for grilling food or drying laundry.

6.1.13 Decorations. No decorations, paper boxes, flags or other items shall be placed by a unit occupant on any building or in the common elements without the prior written consent of the Association.

6.1.14 Detention Ponds. No unit owner or occupant of a unit or any guest of any unit owner or occupant of a unit shall be allowed to swim, wade, boat, fish or in any manner whatsoever use the detention pond located on the Property. Neither the Declarant nor the Association shall be held liable for any injury or death arising out of or related to the detention ponds. Each unit owner hereby releases, waives and forever discharges Declarant and the Association from any and all claims unit owner, and its respective tenants and guests may now or may in the future have against Declarant or the Association arising out of and related to such detention ponds. Each unit owner hereby agrees to defend, Indemnify, and hold Declarant and the Association harmless from and against any and all claims, actions, causes of actions, costs and costs of action, including attorneys' fees at trial and appellate levels, arising out of or related in any manner whatsoever to the failure of the unit owner or the unit owner's tenants or their respective guests to comply with the terms of this paragraph.

6.2 Enforcement. The foregoing rules and regulations and such other rules and regulations as may be adopted by the Association from time to time shall be enforced by the Association by such means as the Association deems necessary and appropriate, including recourse to civil authorities, court action, if necessary, and monetary fines of not less than $50.00 per violation. Such fines shall be uniformly levied and shall be charged and assessed against the subject unit and may be enforced and collected in the same manner as an assessment for common expenses including the foreclosure of a lien therefore. In the event of a conflict between any rules adopted by the Association or this Declaration, the terms of this Declaration shall control.

7. COMMON ELEMENTS AND FACILITIES.

The common elements and facilities shall consist of all of **FAIRFIELD PLACE, A CONDOMINIUM,** improvements and appurtenances, except the individual units as defined above, including, without limitation: the land on which the building or buildings are located; bearing walls, floors and ceilings (except the interior surfaces thereof, which form the outer boundaries of each unit), roofs foundations, hallways, stairways, entrances and exits, pipes, ducts, electrical wiring and conduits, centralized utility services, public utility lines, water and sewer laterals, outside walls, girders, beams and support, structural parts of the building, and the walks, driveways, landscaping, clubhouse and swimming pool.

Each unit owner shall have a valid, exclusive easement of the space between the interior and exterior walls for purposes of adding additional utility outlets, wall hangings, erection of non-bearing partition walls and the like where space between the walls may be necessary for such uses, provided that the unit owner shall do nothing to impair the structural integrity of the building or the soundproofing of common walls between the units, and provided further that the common elements and facilities be restored to their former condition by the unit owner at his sole expense upon completion or termination of the use requiring the easement. Easements are hereby granted and declared for the benefit of the unit owners and the Association (hereinafter described) for the installation, maintenance, repair of common utility services in and on any part of the common elements or units.

8. LIMITED COMMON ELEMENTS.

8.1 Description. A portion of the common elements and facilities are designated as 'limited common elements.' Such limited common elements consist of patios, balconies, walks and walkways. Where two (2) units in the same building share the same driveway, such driveway shall be a limited common element shared by those units.

8.2 Use. The manner of use of the limited common element shall be governed by the By-Laws of, and such rules and regulations as they be established by, the Association of Unit Owners, and no unit owner shall decorate, landscape or adorn any limited common element, or permit such, in any manner contrary to such By-Laws and rules and regulations.

9. PERCENTAGE CF OWNERSHIP IN COMMON ELEMENTS AND FACILITIES AND SURPLUSES AND EXPENSES.

9.1 Ownership of Common Elements. Each unit owner shall own a 12.5% undivided interest in the common elements and facilities and limited common elements as a tenant in common with all other unit owners and, except as otherwise limited in this Declaration shall have the right to use and occupy the common elements and facilities and limited common elements for all purposes incident to the use and occupancy of his unit as a place of residence, and such other incidental uses permitted by this Declaration, which right shall be appurtenant to and run with his unit. If the expansion contemplated in Section 4 occurs, each unit owner's interest in the common elements shall be expressed as the percentage equivalent of a fraction with the number one (1) as the numerator and the denominator being the total number of units.

9.2 Payment of Common Surpluses and Expenses. The common surpluses and expenses of the property shall be established and shared among the unit owners with each unit sharing a 12.5% interest therein. If the expansion contemplated in Section 4 occurs, each unit owner's share of the common surpluses and expenses shall be adjusted to equal the percentage equivalent of a fraction with the number one (1) as the numerator and the denominator being the total number of units.

10. ASSOCIATION OF UNIT OWNERS.

10.1 Membership, Duties and Obligations. All unit owners shall be entitled and required to be a member of an association of unit owners to be known as **FAIRFIELD PLACE ASSOCIATION, LTD.** (herein 'Association"), which shall be responsible for carrying out the purposes of this Declaration, including the exclusive management and control of the common elements and facilities and limited common elements. Such Association shall be incorporated as a non-profit corporation under the laws of the State of Wisconsin. Each unit owner *and* the occupants of the units shall abide by and be subject to all of the rules, regulations, duties and obligations of this Declaration and the By-Laws and rules and regulations of the Association.

10.2 Voting Rights. Each unit shall be entitled to one vote at meetings of the Association. Only one membership shall exist for each unit; if title to a unit is held by more than one person, the membership related to that unit shall be shared by such owners in the same proportionate interests and by the same type of tenancy in which title to the unit is held. Voting rights may not be split, and shared membership interests must be voted pursuant to the designation contained in the Membership List maintained pursuant to the By-Laws. The Declarant shall be entitled to cast the votes pertaining to any unit or units declared as a part of the condominium but not yet constructed or sold until such time as the respective units a'e constructed and sold by Declarant or its successors or assigns.

The respective rights, qualifications and obligations of the members shall be as set forth in the By-Laws of the Association.

10.3 Declarant Control. Notwithstanding any other provisions herein contained, Declarant, its successors and assigns, shall have the right, at its option, to appoint and remove the members of the Board of Directors and officers of the Association and to amend the By-Laws or rules and regulations of the Association, until the earlier of: (a) three (3) years from the date of first sale of a unit by Declarant, (b) thirty (30) days after the conveyance of seventy-five percent (75%) of the common element Interest to purchasers by Declarant, or (c) until such earlier time as may be determined by Declarant, subject in each case to provisions of the Act Each owner of a condominium unit in FA1RFIELD PLACE, A CONDOMINIUM shall be deemed by acceptance of any deed to any unit to agree, approve and consent to the right of Declarant to so control the Association.

10.4 Association Personnel. The Association may obtain and pay for the services of any person or entity to manage its affairs to the extent it deems advisable, and may hire such other personnel as it shall determine to be necessary or advisable for the proper operation of the condominium.

10.5 Common Services. The Association may contract for common services or utilities as may be required for each unit

10.6 Association Records. The Association shall have current copies of this Declaration, the Articles of Incorporation and the By-Laws of the Association, the Condominium Plat, any rules or regulations affecting **FAIRFIELD PLACE, A CONDOMINIUM,** and the Association's books, records and financial statements available for inspection during normal business hours by unit owners or by holders, Insurers or guarantors of first mortgages secured by condominium units in **FAIRFIELD PLACE, A CONDOMINIUM**. Upon written request, the Association shall provide a written financial statement for the preceding fiscal year to any such holder, Insurer or guarantor.

11. REPAIRS AND MAINTENANCE.

11.1 Common Elements and Facilities. The Association shall be responsible for the management and control of the common elements and facilities and shall cause the same to be kept in good, clean, attractive and sanitary conditions, order and repair. Without In any way limiting the foregoing, this shall include all painting, repairing and decorating of exteriors, maintenance and repair of walks, drives, parking areas and access routes, and maintenance of all ground, landscaping, clubhouse and swimming pool.

11.2 Individual Units and Limited Common Elements. Each unit owner shall be responsible for keeping the interior of his unit and all of its equipment fixtures and appurtenances in good order, condition and repair and in a clean and sanitary condition, and shall be responsible for decorating, painting and varnishing which may, at any time be necessary to maintain the good appearance and condition of his unit. Without In any way limiting the foregoing, In addition to decorating and keeping the Interior of the unit In good repair, each unit owner shall be responsible for the lighting fixtures, refrigerators, air-conditioning equipment, furnaces or heating equipment, dishwashers, disposal, laundry equipment such as washers and dryers, ranges, or other equipment which may be In, or connected with, the unit. Each unit owner shall keep the limited common elements appurtenant to his unit, as defined in Section 7 hereof, and as described in Exhibit 'B[1] in a good, clean, sanitary and attractive condition.

11.3 Prohibition Against Structural Changes By Owner. A unit owner shall not, without first obtaining the written consent of the Association, make or permit to be made any structural alterations, changes or improvements to his unit, or in or to the exterior of any building or any common or limited common elements and facilities. A unit owner shall not perform, or allow to be performed, any act or work which would impair the structural soundness or integrity of any building, or the safety of the property, or impair any easement or hereditament, without the prior written consent of the Association.

11.4 Entry for Repairs. The Association may enter any unit at reasonable times and under reasonable conditions when necessary In connection with any maintenance, construction or repair of public utilities or for any other matters for which the Association is responsible. Such entry shall be made with prior notice to the owners and with as little inconvenience to the owners as practical, and any damage caused thereby shall be repaired by the Association and treated as a common expense. The Association shall be granted a right of entry upon unit premises and any limited common elements to affect emergency repairs.

12. UNIT OWNER'S RIGHTS WITH RESPECT TO INTERIORS.

Each unit owner shall have the exclusive right to paint, repaint, tile, panel, paper or otherwise refurnish and decorate the Interior surfaces of the walls, ceilings, floors and doors forming the boundaries of his unit and all walls, ceiling, floors and doers within such boundaries, and to erect partition walls of a non-structural nature, provided that such unit owner shall take no action which in any way will materially change any common walls.

13. DESTRUCTION AND RECONSTRUCTION

In the event of a partial or total destruction affecting one or more of the units of a building or buildings, the Association shall promptly undertake to repair or reconstruct it to a condition compatible with the remainder of the condominium. On reconstruction the design, plan and specifications of any building or unit may vary from that of the original upon the approval of the Association, provided, however, that the number of square feet of any unit may not vary more than five percent (5%) from the number of square feet for such unit as originally constructed, and the location of the buildings shall be substantially the same as prior to damage or destruction.

If a condominium is damaged to an extent more than the available insurance proceeds, the condominium shall be subject to an action for partition upon obtaining the written consent of the unit

owners having seventy-five percent (75%) or more of the votes. A determination as to whether or not to reconstruct and repair the damaged premises or to subject the condominium to an action for partition shall be made within ninety (90) days from the date of the fire, casualty or disaster. In the case of partition, the net proceeds of sale together with any net proceeds of insurance shall be considered as one fund and shall be divided among all unit owners in proportion to the percentage interest in the common elements, and shall be distributed In accordance with the priority of interest in each unit.

If the Insurance proceeds are insufficient to reconstruct or repair the damaged premises and the necessary seventy-five percent (75%) or more of the votes necessary to subject the condominium to an action for partition are not obtained, then the damaged premises shall be reconstructed and repaired by the Association with the Insurance proceeds, and the owners of units shall be assessed for the deficiency in the same manner as if the deficiency is a common expense of the condominium.

14. INSURANCE.

The Board of Directors-of the Association shall obtain and maintain insurance for the common elements, clubhouse and swimming pool, and facility against loss or damage by fire and such hazards for not less than full replacement value of the property insured. The insurance shall also cover the replacement of interior walls, heating and air conditioning units, electrical wires and conduit, plumbing pipes, and heating and air conditioning duct work in the interior and exterior walls. The insurance shall be obtained in the name of the Association as trustee for each of the unit owners and their respective mortgagees as their interest may appear. Premiums shall be a common expense. To the extent possible, the insurance shall provide that the insurer waives its right of subrogation as to any claim against unit owners, the Association, and their respective servants, agents and guests, and that the insurance cannot be canceled, invalidated nor suspended on account of conduct of any one or more unit owners or the Association or their servants, agents and guests, without thirty (30) days prior written notice to the Association giving it opportunity to cure the defect within that time, The amount of protection and the types of hazards to be covered shall be reviewed by the Board of Directors at least annually and the amount of coverage may be increased or decreased at any time it is deemed necessary as determined by the Board of Directors to conform to the requirements of full insurable value.

15. LIABILITY FOR COMMON EXPENSES

At the time of the first conveyance of a unit from the Developer, the purchaser of such unit shall pay to the Association a one-time contribution to the Working Capital Fund equal to twice the monthly Association assessment in effect at the time of sale.

The costs of administration of the Association, insurance, repair, maintenance and other expenses of the common elements and facilities and limited common elements, and the common services provided to the unit owners, Including municipal water and sewer service, shall be paid for by the Association. The Association shall make assessments against the unit owners, as well as the units themselves for such common expenses and for the creation of reserves for the payment of future common expenses.

No unit owner may exempt himself or his unit ownership from liability for his contribution toward the common expenses by waiver of the use or enjoyment of any other common or limited common elements and facilities or services or by the abandonment of his unit.

A unit owner shall be liable for all assessments, or installments thereof, coming due while owning a unit. Notwithstanding the foregoing, until sixty (50) days after the first conveyance of a unit by Declarant, Declarant shall pay twenty-five percent (25%) of the assessment otherwise due hereunder on such units Declarant owns which are unsold and unoccupied. In a voluntary grant, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor for his or her share of the common expenses up to the time of the voluntary grant for which a statement of

condominium lien is recorded, without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee for such assessments.

All common expenses and assessments, when due, shall immediately become a personal debt of the unit owner and also a lien, against the unit to which the charges are assessed, until paid, if a statement of lien is filed within two years after the date the assessment becomes due. The lien is effective against a unit at the time the assessment became due regardless of when within the two year period it is filed.

All sums assessed by an association but unpaid for the share of the common expenses chargeable to any unit constitutes a lien on the unit and on the undivided interest in the common elements appurtenant thereto prior to all other liens except:

A. Liens of general and specific taxes;
B. All sums unpaid on a first mortgage recorded prior to the making of the assessment;
C. Mechanic's liens filed prior to the making of the assessment;
D. All sums unpaid on any mortgage loan made under Section 45.80 of the Wisconsin Statutes.

All common surpluses of the Association shall be credited to the unit owners' assessments for common expenses with each unit having a pro rata share of said surpluses or shall be used for any other purposes as the Association decides.

16. PARTITION. SUBDIVISION: CONVERSION TO CONDOMINIUM

16.1 Partition. There shall be no partition of the common elements and facilities and limited common elements through judicial proceedings or otherwise, except as otherwise provided in this Declaration, until this Declaration is terminated and the Property is withdrawn from its terms or from the terms of the applicable statutes regarding unit ownership or condominium ownership.

16.2 Subdivision; Condominium Conversion. No unit may be subdivided or separated without receiving prior written approval from the Declarant which may be withheld in the Declarant's sole discretion. An individual unit owner may, upon approval from the Declarant, declare his unit to be a condominium for the purpose of selling or using the individual apartments as separate condominium units. Any condominium declaration for such unit shall specify the Association described herein as its 'master association" under the Act. and shall further delegate all the existing powers and duties with regard to such unit to the Association as a master association under the Act, so that all powers and duties of the Association described herein shall be retained and exercised by the Association. The new condominium and its unit owners shall have and divide the ownership percentage, voting rights and obligations as to common expenses of the unit which was converted to condominium ownership. Any and all costs incurred by Declarant in reviewing a request for subdivision or conversion shall be paid by the party applying for such conversion.

17. CONVEYANCE TO INCLUDE INTERESTS IN COMMON ELEMENTS AND FACILITIES AND LIMITED COMMON ELEMENTS.

The percentage of the undivided interest in the common and limited common elements and facilities shall not be separated from the unit to which it appertains. No unit owner shall execute any deed, mortgage, lease or other instrument affecting title to such unit ownership without including therein both his interest in the unit and his corresponding percentage of ownership in the common and limited common elements and facilities, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, lease or other instrument purporting to affect the one without including also the other shall be deemed and taken to include the interest so omitted even though the latter is not expressly mentioned or described therein.

18. EASEMENTS, RESERVATIONS AND ENCROACHMENTS

18.1 Utilities. Easements are hereby declared and granted for the benefit of the unit owners and the Association and reserved for the benefit of the Declarant for utility purposes, including the right to install, lay, maintain, repair and replace water mains and pipes, sewer lines, gas mains telephone wires and equipment, master television cable or antenna system wires and equipment, and electrical conduits and wires and equipment, including power transformers, over, under, along and on any part of the common elements and facilities including the limited common elements, to service the condominium Property Declarant reserves the right to grant easements upon over, through and across the common elements and limited common elements for furnishing any kind of utility service or for ingress and egress to and from the Property and to and from the Expansion Property

18.2 Encroachments. In the event that by reason of the construction reconstruction, settlement, or shifting of any building, or the design or construction of any unit, any part of the common elements and facilities, or limited common elements encroaches or shall hereafter encroach upon any part of any unit, or any part of any unit encroaches or shall hereafter encroach upon any part of the common elements and facilities, or limited common elements, or any portion of any unit encroaches upon any part of any other unit, valid easements for the maintenance of such encroachment are hereby established and shall exist for the benefit of such unit so long as all or any part of the building containing such unit shall remain standing, and unit and common element boundaries shall be as provided in the Act Provided, however, that in no event shall a valid easement for any encroachment be created in favor of the owner of any unit or in favor of the owner or owners of common elements or facilities, or limited common elements, if such encroachment occurred due to the willful and knowing conduct of said owner or owners.

18.3 Rights of Ingress and Egress. Each unit owner shall have an unrestricted right of Ingress and egress to and from his or her unit, clubhouse and common areas, that shall be perpetual and pass with the unit upon transfers of ownership

18.4 Binding Effect. All easements and rights described in this Section 18 are easements appurtenant, running with the land and are subject to the reasonable control of the Association. All easements and rights described herein are granted and reserved to, and shall inure to the benefit of and be binding on, the undersigned, its successors and assigns, and on all unit owners, purchasers and mortgagees and their heirs, personal representatives, successors and assigns. The Association or the Declarant shall have the authority to execute and record all documents necessary to carry out the intent of this Section 18

19. RIGHTS OF ACTION: FAILURE OF ASSOCIATION TO INSIST ON STRICT PERFORMANCE NOT WAIVER

19.1 Rights of Action. If any unit owner falls to comply with this Declaration or the By-Laws or decisions made by the Association, the Association or any other unit owner may sue such unit owner for damages caused by the failure or for injunctive relief, and such unit owner shall be responsible for any and all legal fees incurred by the Association In addition, the Association shall have the enforcement authority contained in the By-Laws of the Association.

19.2 No Waiver. The failure of the Association to insist, in any one or more instances, upon the strict performance of any of the terms, covenants, conditions or restrictions of this Declaration, or to exercise any right or option herein contained, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment for the future of such term, covenant, condition or restriction, but such term, covenant, condition or restriction shall remain in full force and effect. The receipt by the Association of payment of any assessment from a unit owner, with knowledge of the breach of any covenant hereof, shall not be deemed as a waiver of such breach, and no waiver by the Association of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Association

20. AMENDMENTS TO DECLARATION.

Except as otherwise provided herein, this Declaration may be amended with the written consent of unit owners and mortgagees with at least sixty-seven percent (67%) of the aggregate voting percentage in the Association. Copies of amendments shall be certified by the President and Secretary of the Association In a form suitable for recording. A copy of the amendment shall be recorded .with the Register of Deeds for Waukesha County, and a copy of the amendment shall also be mailed or personally delivered to each unit owner at the address on file with the Association.

21. NOTICES.

AJl notices and other documents required to be given by this Declaration or the By-Laws of the Association shall be sufficient if given to one (1) registered owner of a unit regardless of the number of owners who have an interest therein. Notices and other documents to be served upon Declarant shall be given to the Agent specified for receipt of process herein. All owners shall provide the Secretary of the Association with an address for the mailing or service of any notice or other documents and the secretary shall be deemed to have discharged his duty with respect to the giving of notice by mailing it or having it delivered personally to such address as is on file with him.

22. RESIDENT AGENT

The Resident Agent for the Condominium shall be Robert A. Patch, 260 Regency Court, Suite 105, Brookfield, Wisconsin 53045, or such other person or entity as may be designated from time to time by the Board of Directors of the Association, which designation shall beveled with the secrete of State of the state of Wisconsin. A designation of a Resident Agent in replacement of said Agent shall be filed by the Association within thirty (30) days after the date Declarant has sold all units in the Condominium or at such earlier time as may be requested by said Agent. The Association may designate successors to the Resident Agent by affirmative vote of the unit owners with a majority of the votes present or represented by proxy at a meeting of the Association at which a quorum is in attendance.

23. MORTGAGEE RIGHTS.

23.1 The holder, insurer or guarantor of any first mortgage or land contract upon a unit in **FAIRFIELD PLACE, A CONDOMINIUM** ('Mortgagee'), upon the submission of a request to the Association in writing, delivered to the Resident Agent, shall be entitled to receive notice from the Association of the following matters:

23.1.1 Written notice as to any default or delinquency in the performance by the individual unit owner who is the Mortgagee's mortgagor as to any obligation under condominium documents, which default or delinquency is not cured within thirty (30) days after written notice of said default or delinquency by the Association to said mortgagor;

23.1.2 Written notice of the call of any meeting of the membership or the Board of Directors of the Association to be held for the purpose of considering any proposed amendment to the Declaration, the Articles of Incorporation or the Association, or the By-Laws of the Association In any material request A change to any of the following Is considered material hereunder:

(a) voting rights;

(b) assessments, assessment liens, or the priority of assessment liens;

(c) reserves for maintenance and repairs;

(d) responsibility for maintenance and repairs;

(e) reallocation of interests in the common or limited common elements;

(f) redefinition of any unit boundaries;

(g) expansion or contraction of FAIRF1ELD PLACE, A CONDOMINIUM, or the addition, or withdrawal of property to or from the same;

(h) insurance or fidelity bond;

(i) leasing of units;

(j) imposition of any restriction on a unit owner's right to sell or transfer his or her unit;

(k) a decision by the Association to establish self-management;

(l) restoration or repair of FA1RFIELD PLACE, A CONDOMINIUM after a hazard damage or partial condemnation in a manner other than that specified in the Declaration;

(m) any action to terminate the legal status of FA1RFIELD PLACE, A CONDOMINIUM after substantial destruction or condemnation occurs; or

(n) any provisions contained in the Declaration that expressly benefit mortgage holders, Insurers or guarantors.

23.1.3 Written notice of any damage or destruction to the common elements of the condominium, which is in an aggregate amount exceeding $50,000.00, at such time as such damage of destruction is known to the Board of Directors.

23.1.4 Written notice of a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

23.1.5 Written notice of any proposed action that requires the consent of a specified percentage of mortgagees.

23.2 Except as provided by the act in the case of damage to or destruction of all or any part of the Property, or changing percentages of ownership, the Association shall not, unless the Mortgagees of at least two-thirds (2/3) of the units (including therein any units which are not mortgaged) have given their prior written consent:

23.2.1 Change the undivided percentage interest in the common elements of the condominium appurtenant to any unit, or the manner of making assessments for common expenses based upon such percentage.

23.2.2 Partition or subdivide any unit or common elements of the condominium except that with respect to conversion of units to condominium form of ownership pursuant to Section 16 herein, approval of the Mortgagees of all affected units need only be obtained;

23.2.3 By act or omission seek to abandon or terminate the condominium or encumber or convey any part of the common elements of the condominium.

A mortgagee which has failed to respond to a request for a consent required by this paragraph 23.2 within thirty (30) days of receipt of such request shall be deemed to have consented to such request

23.3 To be entitled to receive notification as provided for herein, the Mortgagee must send a written request to the Resident Agent of the Association, stating its name, address and the unit number or address and the unit number or address on which it has a mortgage, insurance policy or guaranty.

24. NUMBER AND GENDER.

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

25. CAPTIONS.

The captions and section headings herein are inserted only as matters of convenience and for reference, and in no way define nor limit the scope or intent of the various provisions hereof.

26. SEVERABIUTY.

The provisions hereof shall be deemed independent and severable, and the invalidity or partial Invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of the remaining portion of said provision or of any other provision hereof.

IN WITNESS WHEREOF, the said Fairfield Place, Inc., Declarant has caused this document to be executed at Waukesha, Wisconsin as of the date first set forth above.

Michael D. Janas

Subscribed and sworn before me this 6th day of January 2012.

NOTARY PUBLIC
VALERIE FREEMAN
STATE OF WISCONSIN

Notary Public County of Waukesha State of Wisconsin
My Commission Expires: 6/24/12

This Instrument was drafted by:

Michael D. Janas
678 Pewaukee Road Unit E
Pewaukee, Wisconsin 53072

EXHIBIT A

Being that part of the NW 1/4 of the 5W 1/4. the SW 1/4 of the SW 1/4 and the SE 1/4 of the SW 1/4 of Section 3. Town 7 North. Range 19 East, Village of Pewaukee. Waukesha County. Wisconsin, which is bounded and described as follows:

Commencing at the Southwest corner of sold Section 3; thence N 00"24'17" W, along the westerly line of said Southwest 1/4 of Section 3, 197.91 feet to the Place of Beginning of lands herein described; thence continuing N 00"24'17" W. along said westerly line of the Southwest 1/4 of Section 3, 2155.20 feet; thence N 89*35*43" E. at a right angle, 69.34 feet to the southwesterly line of C.T.H. J; thence southeasterly along the arc of a curve to the left 1276.03 feet, said curve having a radius of 1577.89 feet and o chord bearing S 36*32*10" E, 1241.54 feet; thence S 48*27*39" W, 117.52 feet; thence southwesterly along the ore of o curve to the right 48.20 feet, said curve having a radius of 127.00 feet and a chord bearing S 59*20*02" W, 47.91 feet; thence southwesterly along the arc of o curve to the left 38.50 feet, said curve having a radius of 28.00 feet and a chord bearing S 30*48*53" W. 35.54 feet; thence S 08-34*38" E. 24.50 feet;

thence southeasterly along the arc of a curve to the left 133.34 feet, said curve having a radius of 73.00 feet and a chord bearing S 60*54*19" E. 115.56 feet, this point also referred to as Point A; thence N 66*45*59" E. 22.76 feet; thence southeasterly along the arc of a curve to the right 60.64 feet, said curve having a radius of 76.82 feet and o chord bearing N B9*22'43" E. 59.07 feet; thence S 68*00*33" E, 24.42 feet; thence southwesterly along the arc of o curve to the right 202.74 feet, said curve having o radius of 76.70 feet and a chord bearing S 07*42*42" W. 148.67 feet; thence S 83*25'57*> W. 261.07 feet; thence southwesterly along the arc of o curve to the left 48.95 feet, said curve having a radius of 152.50 feet and o chord bearing S 7414*14" W, 48.74 feet, this point also referred to as Point B; thence S 65*02*31" W. 172.39 feet; thence northwesterly along the ore of a curve to the right 143.57 feet, said curve having o radius of 76.30 feet and o chord Dearing N 61*03'12" W. 123.31 feet; thence N 07-08*55" W, 93.40 feet; thence northeasterly along the arc of o curve to the right 70.27 feet, said curve having o radius of 113.!9 feet and a chord bearing N 10*38*12" E, 69.15 feet; thence N 28*25*18" E. 104.12 feet; thence northeasterly along the arc of a curve to the right 96.94 feet, said curve having a radius of 104.12 feet and a chord bearing N 55*05*42' *L*. 93.48 feet; thence N 81*46*05" E. 256.53 feet; thence northeasterly along the arc of a curve to the left 49.76 feet, said curve having a radius of B3.00 feet and a chord bearing N 64*35'36" E. 49.02 feet; thence N , 17-47*05" W. 102.16 feet; thence S 8212*55" W. 540.00 feet; thence S -00-24*17" E. 580.00 feet; thence S 89*40*19" E. 640.00 feet; thence N 49'31'45" E. 661.86 feet to the southerly line of C.T.H. J; thence S 7818*45" E. along said southerly line of C.T.H. J. 270.50 feet; thence S 00*24*19" E. 929.35 feet; thence N 89*40*19" W. 1541.10 feet to the Place of Beginning.

EXCEPTING THEREFROM the following described parcels of land;

Commencing at said Point A. thence S 2314*01* E. 32.00 feet to the Place of Beginning of lands herein described; thence N 66"45'59" E. 22.76 feet; thence southeasterly along the* arc of o curve to the right 35.38 feet, said curve having a radius of 44.82 feet and a chord bearing N 89*22'43" E, 34.47 feet; thence S 68-00*33" E, 24.42 feet; thence southwesterly along the ore of o curve to the right 118.16 feet, said curve having o radius of 44.70 feet and a chord bearing S 07-42*42" W. 86.64 feet; thence S 5375*57" W. 110.00 feet; thence N 06*34*03" W. 90.99 feet; thence northeasterly along the ore of o curve to the left 54.47 feet, said curve having o radius of 105.00 feet and a chord bearing N 81*37*40" E. 53.86 feet; to the Place of Beginning.

Also Commencing at said Point B. thence N 24*57*29" W. 32.00 feet to the Place of Beginning of lands herein described; thence thence S 65*02*31" W. 172.39 feet; thence northwesterly along the arc of o curve to the right 83.36 feet, said curve having o radius of 44.30 feet and a chord bearing N 61*03*12" W, 71.59 feet; thence N 07*08*55" W. 93.40 feet; thence northeasterly along the arc of o curve to the right 50.40 feet, said curve having a radius of 81.19 feet and a chord bearing N 10*38*12" E. 49.60 feet; thence N 28*25*18" E. 104.12 feet; thence northeasterly) along the arc of a curve to the right 67.15 feet, said curve having a radius of 72.12 feet and o chord bearing N 55*05'42" E. 64.75 feet; thence N 81*46*05' E. 94.98 feet; thence S 30*46 C5" W. 53.82 feet; thence S 1913*55" E, 87.55 feet; thence S 55*03*52" W. 28.40 feet; thence S 2^57*29" E. 110.72 feet to the Place of Beginning

Containing 36.09 Acres, more or less.

Exhibit A-1

"FAIRFIELD PLACE"
FUI LIRE EXPANSION

Being that part of the NW 1/4 and the SW 1/4 of Section 3, Town 7 North, Range 19 East, Village of Pewaukee. Waukesha County, Wisconsin, which is bounded and described as follows:

Commencing at the Southwest corner of said Section 3; thence N OQ°2-1' P" W, along the westerly line of said Southwest 1/4 of Section 3, 2353.11 feet; thence N 89°35'43" E, at a right angle, 69.34 feet to the southwesterly line of C.T.II. J; thence southeasterly along said southwesterly line of C.T.H. J, and also (he arc of a curve to the left, 1276.03 feet, said curve having a radius of 1577.89 feet and a chord bearing S 36°32'10" E, 1241.54 feet to the Place of Beginning of lands herein described; thence southeasterly along said southwesterly line of C.T.H. J, and also along the arc of a curve to the left, 512.48 feet, said curve having a radius of 1577.89 feet and a chord bearing S 69°00'29" E, 510.23 feet; thence S 49°31'45" W, 661.86 feet; thence N 89040-19" w, 640.00 feet; thence N 00°24'17" W, parallel with said westerly line of the Southwest 1/4 of Section 3, 580.00 feet; thence N 82°12'55" E, 540.00 feet; thence S 17C47'05" E, 102.16 feet; thence southwesterly along the arc of a curve to the right 49.76 feet, said curve having a radius of 83.00 feet and a chord bearing S 64°35'36" W, 49.02 feet; thence S 81°46'05" W, 256.53 feet; thence southwesterly along the arc of a curve to the left 96.94 feel, said curve having a radius of' KM. 12 feet and a chord bearing S 55°05'42" W, 93.48 feet; thence S 28°25'18" W, 10-1.12 feel; thence southwesterly along the arc of a curve to the left 70.27 feet, said curve having a radius of 113.19 feet and a chord bearing S J0°38'12" W, 69.15 feet; thence S 07°08'55" E, 93.40 feet; thence southeasterly along the arc of a curve to the left 143.57 feet, said curve having a radius of 76.30 feet and a chord bearing S 6!°03' 12" E, 123.31 feet; thence N 65°02'3r E, 172.39 feet, this also being known as Point "B"; thence northeasterly along the arc of a curve to the right 48.95 feet, said curve having a radius of 152.50 feet and a chord bearing N 74°14'14" E, 48.74 feel; (hence N 83°25'57" E, 261.07 feet; thence northeasterly along the arc of a curve to the left 202.74 feet, said curve having a radius of 76.70 feet and a chord bearing N 07°42'42" E, 148.67 feet; thence N 68°00'33" W, 24.42 feet; thence northwesterly along the arc of a curve to the left 60.64 feet, said curve having a radius of 76.82 feet and a chord bearing S 89°22'43" W, 59.07 feet; thence S 66°45'59" W, 22.76 feet, this also being known as Point "A"; thence northwesterly along the arc of a curve to the right 133.34 feet, said curve having a radius of 73.00 feet and a chord bearing N 60°54' IT W, 115.56 feet; thence N 08°34'38' W, 24.50 feel; thence northeasterly along the arc of a curve to the right 38.50 feet, said curve having a radius of 28.00 feet and a chord bearing N 30°48'53" E, 35.54 feet; thence northeasterly along the arc of a curve to the left 48.20 feet, said curve having a radius of 127.(X) feet and a chord bearing N .•59"20'02" *II,* 47.91 feet; thence N 48°27'3Q- K. 1 17.52 feet to the Place of Bi

Also Commencing at said Point A, thence S 23°14'0r E. 32.00 feel to the Place of Beginning of lands herein described; thence N 66°45'59" H, 22.76 feet; thence southeasterly along the arc of a curve to the right 35.38 feet, said curve having a radius of 44.82 feet and a chord hearing N 8[l]>°22'43[fl] E, 34.47 feet; thence S 68°00[1]33[B] E, 24.42 feet; thence southwesterly along the arc of a curve to the right 118.16 feet, said curve having a radius of 44.70 feet and a chord bearing S 07°-42'-J'2" W, 86.64 feet; thence S 83°25'57" W. 110.00 feet; thence N 06[0]34'03[M] W. 90.W feet; thence northeasterly along the arc of a curve to the left 54.47 feet, said curve having a radius of 105.00 feet and a chord bearing N 81°37'40" E, 53.86 feet; to the Place of Beginning.

Also Commencing at sand Point B. thence N 24°57'29" W, 32.00 feet to the Place of Beginning of lands herein described; thence thence S 65°02'31" W, 172.39 feet; thence northwesterly along the arc of a curve to the right 83.36 feet, said curve-having a radius of 44.30 feet and a chord bearing N 61°03' 12" W, 71.59 feet; thence N 07°08'55[l] W, 93.40 feet; thence northeasterly along the arc of a curve to the right 50.40 feet, said curve having a radius of 81.19 feet and a chord bearing N 10°38'12" E, 49.60 feet; thence N 28°25'18" E, 104.12 feet; thence northeasterly along the arc of a curve to the right 67.15 feet, said curve having a radius of 72.12 feet and a chord bearing N 55°05'42" E, 64.75 feet; thence N 81°46'05" E, 94.98 feet; thence S 30°46'05" W, 53.82 feet; thence S 19°13'55" E, 87.55 feet; thence S 55°03'52" W, 28.40 feet; thence S 24°57'2?" E, 110.72 feel lo the Place of Beginning.

Containing 9.591 Acres, more or less.

DOCUMENT NO.
2036832

STATE BAR OF WISCONSIN FORM 3 — 1993
QUIT CLAIM DEED

2036832
THIS SPACE RESERVED FOR RECORDING DATA

REGISTER'S OFFICE
WAUKESHA COUNTY, WIS } SS

95 MAY -8 AM 9:59

REC'D FOR RECORD
RECORDED IN VOL 2064 PAGE 633
REGISTER OF DEEDS

Lake Park Development Corporation

quit-claims to Fairfield Place, Inc.

the following described real estate in Waukesha County, State of Wisconsin:

RETURN TO Lake Park
11501 W. North Ave.
Wauwatosa, WI 53226

Tax Parcel No: SC2 596

See Exhibit "A" attached hereto and by this reference made a part hereof.

FEE
17.25 (15)
EXEMPT

Rec'd 12-

This is not homestead property.
(is not)

Dated this 3rd day of May, 1995

LAKE PARK DEVELOPMENT CORPORATION

(SEAL)

Robert A. Patch, President

(SEAL)

(SEAL)

(SEAL)

AUTHENTICATION

Signature(s)

authenticated this day of , 19

TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, authorized by Wis. Stats. 706.06)

NOTARY PUBLIC STATE OF WISCONSIN MICHAEL M. KRILL

THIS INSTRUMENT WAS DRAFTED BY
Michael M. Krill, Esq.
11501 West North Avenue
Wauwatosa, WI 53226

(Signatures may be authenticated or acknowledged. Both are not necessary.)

ACKNOWLEDGMENT

STATE OF WISCONSIN }
Waukesha County. } ss.

Personally came before me this 3rd day of May, 19 95 the above named Robert A. Patch, President, Lake Park Development Corporation

to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public County, Wis.
My Commission is permanent. (If not, state expiration date: , 19)

ARTICLES OF INCORPORATION
OF
FAIRFIELD PLACE ASSOCIATION, LTD.

The undersigned, a natural person of the age of eighteen (18) years or more, hereby executes these Articles of Incorporation for the purpose of forming a non-stock, non-profit Corporation pursuant to the Wisconsin Non-Profit Corporations Law, Chapter 181 of the Wisconsin Statutes.

ARTICLE I

Name

The name of the non-stock, non-profit Corporation shall be Fairfield Place Association, Ltd.

ARTICLE II

Period of Existence

The period of existence shall be perpetual.

ARTICLE III

Purpose

The purposes for which the Corporation is organized are as follows:

(a) to serve as an association of unit owners who own real estate and improvements under the condominium form of use and ownership as provided in Chapter 703 of the Wisconsin Statutes as the same may be amended, renumbered or renamed from time to time (Act) and subject to the terms and conditions of the Declaration of Condominium of Fairfield Place Association, Ltd. ("Declaration") as recorded in the Office of the Register of Deeds for Waukesha County, Wisconsin;

(b) to provide for the administration, maintenance, preservation and control of the condominium created pursuant to the terms of the Declaration and in accordance with and furtherance of the Declaration created under and pursuant to the Act, and

(c) to engage in any lawful activity within the purposes for which a non-stock, non-profit corporation may be organized under the law, subject to the act and the Declaration..

ARTICLE IV

Members and Voting

Members of the non-stock, non-profit Corporation shall be all unit owners as the term Unit is defined in Section 5 of the Condominium Declaration for Fairfield Place, A Condominium. Every unit Owner, upon acquiring title to a unit under the terms of the Condominium Declaration, shall automatically become a member of the Association and shall remain a member until such time as his or her ownership of such unit ceases for any reason, at which time his or her membership in the association shall automatically cease. The respective rights and qualifications of each of the members of this Corporation are set forth in the By-Laws of this Corporation.

ARTICLE V

Directors

The number of Directors of this Corporation shall be fixed in the By-laws. The manner in which the Directors shall be elected, appointed or removed shall be provided in the Declaration and Article III of the By-Laws of the Corporation. The initial three directors of the Corporation are:

Robert A. Patch
260 Regency Court, Suite 105
Brookfield, Wisconsin 53045

Maureen N. Losik
260 Regency Court, Suite 105
Brookfield, Wisconsin 53045

Gary Tessmann
260 Regency Court, Suite 105
Brookfield, Wisconsin 53045

ARTICLE VI

Principal Office and Agent

The initial principal office is located in Waukesha County, Wisconsin, and the address of such registered office is:

260 Regency Court, Suite 105
Brookfield, WI 53045

The initial registered agent at such address is:

Robert A. Patch
260 Regency Court, Suite 105
Brookfield, Wisconsin 53045

ARTICLE VII

Incorporator

The name and address of the incorporator are:

Robert A. Patch
260 Regency Court, Suite 105
Brookfield, Wisconsin 53045

ARTICLE VIII

Amendments

Amendment of the Articles of Incorporation shall require the assent of seventy-five percent (75%) of the entire membership of this Corporation.

ARTICLE IX

Stock, Dividends and Dissolution

This Corporation shall not have nor issue shares of stock. No dividends shall ever be paid and no part of the assets of surplus of this Corporation shall be distributed to its members, directors or officers. This Corporation may pay compensation in reasonable amounts to employees, members, directors or officers for services rendered and may confer benefits upon its members in conformity with its purposes.

This Corporation may be dissolved with the assent given in writing and signed by not less than eighty percent (80%) of the members. On dissolution of this Corporation, other than incident to a merger or consolidation, all of its assets, after payment of its liabilities, shall be distributed to one or more non-profit corporations, societies, trusts or other organizations and/or dedicated to an appropriate public agency or agencies; provided, however, that any such non-profit corporation, society, trust, or other organization or public agency has purposes deemed by a majority of the directors of this Corporation to be similar to those of this Corporation and that if none of the foregoing entities are deemed to exist, then all the assets of this Corporation, after payment of its liabilities, shall be distributed to a non-profit corporation, society,

association, trust, or other organization, or any one or more of the foregoing, devoted to the promotion of aesthetic, cultural or educational purposes.

Executed in duplicate this 10 day of APRIL, 1996.

Robert A. Patch, Incorporator

STATE OF WISCONSIN)
) SS
MILWAUKEE COUNTY)

Personally came before me this 10th day of April, 1996, the above named Robert A. Patch, to me known to be the person who executed the foregoing instruments and acknowledged the same.

GEORGIANN K. GROSS NOTARY PUBLIC STATE OF WISCONSIN

Georgiann K. Gross
Notary Public, State of Wisconsin
County of Milwaukee
My Commission Expires: 2-23-99

BY LAWS

TABLE OF CONTENTS

Article		Page
I	Name and Purpose	17
II	Members, Voting and Meetings	17
III	Board of Directors	18
IV	Officers	20
V	Declarant Control	21
VI	Operation of the Property	21
VII	Repair and Maintenance	24
VIII	Duties and Obligations of Unit Owners	24
IX	General	25
X	Amendments	26

BY-LAWS
OF
FAIRFIELD PLACE ASSOCIATION, LTD.

ARTICLE I

Name and Purpose

Pursuant to the Articles of Incorporation of Fairfield Place Association, Ltd., and the Condominium Declaration for Fairfield Place, A Condominium, recorded in the Office of the Register of Deeds for Waukesha County, Wisconsin (hereinafter the "Declaration"), the following are adopted as the By-Laws of Fairfield Place Association, Ltd. (hereinafter sometimes referred to as the "Association"), which is a non-profit, non-stock corporation formed and organized to serve as an association of unit owners who own real estate and improvements (hereinafter the "Property") under the condominium form of ownership, as provided in the Condominium Ownership Act under the laws of the State of Wisconsin and subject to the terms and conditions of the Declaration.

These By-Laws shall be deemed covenants running with the land and shall be binding on the unit owners, their heirs, administrators, personal representatives, successors and assigns.

ARTICLE II

Members, Voting and Meetings

2.1 MEMBERS. The rights and qualifications of the members are as follows:

a. **Defined.** Members of the Association shall be all unit owners as the term "unit" is defined in Section 5 of the Declaration. Every unit owner upon acquiring title to a unit under the terms of the Declaration shall automatically become a member of the Association and shall remain a member until such time as his ownership of such unit ceases for any reason, at which time his membership in the Association shall automatically cease.

b. **One Membership and Vote Per Unit.** One membership and one vote shall exist for each unit. If title to a unit is held by more than one person, the membership related to that unit shall be shared by such owners in the same proportionate interests and by the same type of tenancy in which the title to the unit is held. Voting rights may not be split, and shared membership interests with regard to a single unit must be voted by one person pursuant to the designation of that person contained in the Membership List. If a unit is sold under a land contract, the land contract vendee shall be entitled to case the vote appurtenant to the unit. Notwithstanding the provisions of this section, if the Association has filed a statement of condominium lien against a unit and the amount necessary to release such lien has not been paid at the time of an Association meeting, the owners of such unit shall not be entitled to vote at such meeting.

c. **Membership List.** The Association shall maintain a current Membership List showing the membership pertaining to each unit, the address to which notice of meetings of the Association shall be sent, the mortgagee of the unit, if any, and the person designated to cast the vote pertaining to such unit. Only the person so designated shall be entitled to case a vote in person or by proxy. A designation may be limited in time or may be changed by notice in writing to the Secretary of the Association signed by a majority of the persons having an ownership interest in the unit.

d. **Transfer of Membership.** Each membership shall be appurtenant to the unit upon which it is based and shall be transferred automatically upon conveyance of that unit. Membership

in the Association may not be transferred, except in connection with the transfer of a unit. Upon transfer of a unit, the Association shall, as soon as possible thereafter, be given written notice of such transfer, including the name and address of the new owner, identification of unit, date of transfer, name of the person designated to vote, the mortgagee of the unit, if any, and any other information about the transfer which the Association may deem pertinent, and the Association shall make appropriate changes to the Membership List effective as of the date of transfer. The Association may provide Membership Certificates to its members.

2.2. QUORUM AND PROXIES FOR MEMBERS' MEETINGS. A quorum for members' meetings shall consist of a majority of the votes in the Association. Votes may be cast in person or by proxy in accordance with designations in the Membership List. Proxies shall be valid only for the particular meeting(s) or time period designated therein, up to a maximum of 180 days, unless sooner revoked, and must be filed with the Secretary before the appointed time of the meeting. If any meeting of members cannot be organized because a quorum is not present, a majority of the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present, without further notice. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed.

2.3 ACT BY MAJORITY. The act of a majority of votes of the Association present in person or by proxy at any meeting at which a quorum is present shall be the act of the Association, unless provided otherwise under the Condominium Ownership Act of Wisconsin.

2.4 TIME, PLACE, NOTICE AND CALLING OF MEMBERS' MEETINGS. Written notice of all meetings stating the time and place and the place and the purposes for which the meeting is called shall be given by the President or Secretary, unless waived in writing by all unit owners, to each member at his address as it appears on the books of the Association and shall be mailed or personally delivered not less than ten (10) days nor more than ninety (90) days prior to the date of the meeting. Meetings shall be held at such time and place as may be designated by the Board of Directors.

2.5 ANNUAL AND SPECIAL MEETINGS. The annual meeting shall be held on the second Tuesday in November of each year for the purpose of electing directors and of transacting any other business authorized to be transacted by the members. Special meetings of the members shall be held whenever called by the President or any two members of the Board of Directors and must be called by such officers upon receipt of a written request signed by members with no less than thirty percent (30%) of the votes in the Association.

ARTICLE III

Board of Directors

3.1 POWERS AND DUTIES OF THE BOARD OF DIRECTORS. The affairs of the Association, including management and operation of the condominium property, shall be governed by the Board of Directors. All powers and duties as shall be necessary for the administration of the affairs of the Association shall be exercised by the Board of Directors. Such powers and duties shall be exercised in accordance with the provisions of the Declaration, the Articles of Incorporation, and these By-Laws.

3.2 INITIAL BOARD OF DIRECTORS. The initial Board of Directors shall consist of three (3) persons, appointed by Declarant, who need not be members of the Association, to serve until control of the Association passes to the unit owners pursuant to terms of the Declaration. Notwithstanding the foregoing, prior to the conveyance of 25% of the common element interests in Fairfield Place, A Condominium to purchasers, an Association meeting shall be held and unit owners shall elect at least one

(1) of the Board of Directors. Not later than thirty (30) days following the earlier of the expiration of five (5) years from the date the first unit is conveyed to any person other than Declarant or the passage of thirty (30) days from the conveyance of seventy-five percent (75%) of the common elements by Declarant to purchasers a special meeting will be called at which all members of the initial board of directors will resign and the members shall elect three new members of the Board of Directors.

3.3 NUMBER AND QUALIFICATIONS OF DIRECTORS. After control of the Association passes to the unit owners pursuant to terms of the Declaration, the Board of Directors shall consist of three (3) persons, to be classified with respect to the terms for which they severally hold office as set forth in Paragraph 3.4 below. Each member of the Board of Directors shall be a member of the Association or, in the event that such member of the Association is not a natural person, the appointee of such member of the Association.

3.4 ELECTION AND TERM OF DIRECTORS. At the first annual meeting of the Association after Association control passes to the unit owners, the members shall elect three (3) directors. The three (3) directors whose terms will expire after one (1) year, at the next annual meeting of the Association.

3.5 VACANCIES ON BOARD. Vacancies on the Board of Directors caused by any reason other than the removal of a director by a vote of the members shall be filled by a vote of the majority of the remaining directors, even though they may constitute less than a quorum, and each person so elected shall be a director until a successor is elected at the next annual meeting of the members at which that class of directors is to be elected.

3.6 REMOVAL OF DIRECTORS. At any regular or special meeting duly called, any one or more of the directors may be removed with or without cause by a majority of the votes of the membership present or represented at such meeting, providing a quorum is in attendance, and a successor may then and there be elected to fill the vacancy thus created.

3.7 ANNUAL MEETING AND NOTICE. An annual meeting of the Board of Directors shall be held immediately after, and at the same place as, the annual meeting of the members, for the purpose of transacting such business as may come before the meeting. Notice of the regular annual meeting of the Board of Directors shall not be required.

3.8 REGULAR MEETINGS AND NOTICE. The Board of Directors may provide by resolution for regular or periodic meetings of the Board, to be held at a fixed time and place, and upon the passage of any such resolution, such meetings shall be held at the stated time and place without the necessity of other notice than such resolution.

3.9 SPECIAL MEETINGS AND NOTICE. Special meetings of the Board of Directors may be called by the President or by two (2) directors on three (3) days prior written notice to each director, given personally or by mail, which notice shall state the time, place and purpose of the meeting.

3.10 WAIVER OF NOTICE. Before, at or after any meeting of the Board of Directors, any director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board shall be a waiver by him of notice of the time and place thereof. If all of the directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.,

3.11 QUORUM OF DIRECTORS/ADJOURNMENTS. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the at of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors. If, at any meeting of the Board of Directors, there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time without further notice. At any

such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting as originally called may be transacted.

3.12 FIDELITY BONDS. The Board of Directors shall require that officers and/or employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on any such bonds shall be paid for by the Association.

ARTICLE IV

Officers

4.1 DESIGNATION, ELECTION AND REMOVAL. The principal officers of the Association shall be a President, Vice-President, Secretary and Treasurer, to be elected annually by the Board of Directors. Upon the affirmative vote of the majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor shall be elected at a regular meeting of the Board of Directors, or at any special meeting called for that purpose. Any two or more offices, except a combination of the offices of President and Vice-President, or a combination of the offices of President and Secretary, may be held by the same person.

4.2 PRESIDENT. The President shall be selected from among the members of the Board of Directors and shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all the general powers and duties which are usually vested in the office of President including, but not limited to, the power to sign, together with any other officer designated by the Board, any contracts, checks, drafts or other instruments on behalf of the Association in accordance with the provisions herein. The President shall perform such duties and have such other authority as may be delegated by the Board of Directors.

4.3 VICE-PRESIDENT. The Vice-President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If both the President and the Vice-President are unable to act, the Board of Directors shall appoint some other member of the Board to act on an interim basis. The Vice-President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

4.4 SECRETARY. The Secretary shall keep the minutes of all meetings of the Board of Directors and of the Association and shall have charge of the Association's books and records, and shall, in general, perform all duties incident to the office of the Secretary. The Secretary shall be responsible for maintaining the Membership List and the issuance of Membership Certificates for the Association.

4.5 TREASURER. The Treasurer shall have responsibility for the Association's funds and shall be responsible for keeping full and accurate accounts of all receipt and disbursements and financial records and books of account on behalf of the Association. The Treasurer shall be responsible for the deposit of all monies and all valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors. The Treasurer shall also be responsible for the billing and collection of all common and special charges and assessments made by the Association. The Treasurer shall count votes at meetings of the Association.

4.6 LIABILITY OF DIRECTORS AND OFFICERS. No person shall be liable to the Association for any loss or damage suffered by it on account of any action taken or omitted to be taken by him as a director or officer of the Association, if such person (a) exercised and used the same degree of care and skill as a prudent person would have exercised or used under the circumstances in the conduct of his or her own affairs, or (b) took or omitted to take such action in reliance upon advise of counsel for the Association or upon statements made or information furnished by officers or employees of the Association which he had reasonable grounds to believe to be true. The foregoing shall not be exclusive of other rights and defenses to which he may be entitled as a matter of law. The Board of Directors may provide

directors' and officers' liability insurance in such amounts and with such coverage as may be determined by the Board of Directors to be necessary or advisable from time to time.

4.7 INDEMNIFICATION OF OFFICERS AND DIRECTORS. The corporation shall, to the fullest extent permitted or required by Sections 181.041 to 181.053, inclusive, of the Wisconsin Non-stock Corporation Law ("Statute"), including any amendments thereto (but in the case of any such amendment, only to the extent such amendment permits or requires the corporation to provide broader indemnification rights than prior to such amendment), indemnify its Directors and Officers against any and all Liabilities, and advance any and all reasonable Expenses, incurred thereby in any Proceeding to which any Director or Officer is a Party because such Director or Officer is a Director or Officer of the corporation. The corporation may indemnify its employees and authorized agents, acting within the scope of their duties as such, to the same extent as Directors or Officers hereunder. The rights to indemnification granted hereunder shall not be deemed exclusive of any other rights to indemnification against Liabilities or the advancement of Expenses which such Director or Officer may be entitled under any written agreement, board resolution, vote of the Members, the Statute or otherwise. All capitalized terms used in the Section 11.4 and not otherwise defined herein shall have the meaning set forth in Section 181.041 of the Statute.

The Corporation may, but shall not be required to, supplement the foregoing right to indemnification against Liabilities and advancement of Expenses under the foregoing paragraph by (a) the purchase of insurance on behalf of any one or more of such Directors or Officers whether or not the corporation would be obligated to indemnify or advance Expenses to such Director or Officer under the foregoing paragraph, and (b) entering into individual or group indemnification agreements with any one or more of such Directors or Officers.

4.8 COMPENSATION. No director or officer of the corporation shall receive any fee or other compensation for services rendered to the Association except by specific resolution of the membership.

ARTICLE V

Declarant Control

Notwithstanding any other provisions contained in these By-Laws, Declarant, its successors and assigns, shall have the right at its option to appoint and remove the members of the Board of Directors and officers of the Association and to amend the By-Laws or rules and regulations of the Association until the earlier of (a) three (3) years after the first sale of a unit in **Fairfield Place, A Condominium** by Declarant, (b) thirty (30) days after the conveyance of seventy-five percent (75%) of the common element interest to purchasers by Declarant, or (c) until such earlier time as may be determined by Declarant, subject in each case to provisions of the Condominium Ownership Act of Wisconsin. Each owner of a condominium unit in **Fairfield Place, A Condominium** shall be deemed by acceptance of any deed to any unit to agree, approve and consent to the right of Declarant to so control the Association.

ARTICLE VI

Operation of the Property

6.1 THE ASSOCIATION. The Association, acting through the Board of Directors, shall be responsible for administration, maintenance, management and operation of the condominium property, in accordance with the Condominium Ownership Act, the Declaration, the Articles of Incorporation, and these By-Laws. The Association, by resolution of the Board of Directors, shall have full power and authority to borrow money and acquire and convey property on behalf of the Association, provided that any single Association loan, acquisition, conveyance, or mortgage involving the sum of $10,000.00 or

more, shall first be approved by the membership at an annual or special meeting called for such purpose. The Association shall contract for management services or a managing agent with respect to the administration and operation of the condominium.

6.2 RULES AND REGULATIONS. The Association, through the Board of Directors, shall from time to time adopt rules and regulations governing the operation, maintenance and use of the units and the common elements and facilities by the unit owners and occupants. Such rules and regulations of the Association shall not be inconsistent with the terms of the Declaration or the contracts, documents, and easements referred to in the Declaration, and shall be designed to prevent unreasonable interference with the use of the respective units and the common elements and facilities by persons entitled thereto. The Association members, their lessees or guests, and any occupants of the units, shall conform to and abide by all such rules and regulations. The Association through its Board of Directors shall designate such means of enforcement thereof as it deems necessary and appropriate. The rules and regulations may be adopted, altered, and amended or repealed by either the members of the Association or the Board of Directors, in each case by an affirmative vote of 67% or more of the votes present or represented at a meeting at which a quorum is in attendance, provided such action has been included in the notice of meeting, and provided that no rule or regulation adopted by the members shall be amended or repealed by the Board of Directors if the rule or regulation so adopted so provides.

6.3 COMMON EXPENSES. The Board of Directors shall determine the common expenses of the Association, and shall prepare an annual operating budget for the Association in order to determine the amount of the assessments payable by each unit to meet the estimated common expenses of the Association for the ensuing year. The amounts required by such budget shall be assessed against the units and allocated among the members of the Association according to their respective percentages of ownership in the common elements and facilities of the Condominium as set forth in the Declaration. The assessments shall be made on an annual basis and shall be prorated and due and payable in installments. If not paid on or before the due date, the assessment shall bear interest at the prevailing prime rate of interest as specified in the Wall Street Journal (or a comparable publication if the Wall Street Journal is not longer published), determined as of the first day of each month, until paid in full. If delinquent for more than thirty (30) days, the Association may accelerate the annual assessment remaining unpaid with respect to such delinquent unit for purposes of collection or foreclosure action by the Association. In the event the annual budget and assessments are not determined prior to the beginning of a fiscal year of the Association, the assessment for the prior year shall remain in effect until revised by the Board of Directors.

6.4 OPERATING BUDGET. The annual operating budget shall provide for two funds, one of which shall be designated the "operating fund" and the other the "reserve fund." The operating fund shall be used for all common expenses which occur annually or more frequently, such as amounts required for the cost of services, snow and lawn maintenance, insurance on the common elements, administration, materials and supplies. The reserve fund shall be used for contingencies and periodic expenses such as road repair, landscaping repairs, paving, or renovation. In the event the Association incurs extraordinary expenditures not originally included in the annual budget, then such sums as may be required in addition to the operating fund may be charged against the reserve fund up to a maximum of 10% of the reserve fund. In the event that such funds prove inadequate to meet the necessary common expenses, or at the discretion of the Board of Directors, the directors may levy further assessment(s) against the unit owners.

The reserve fund may also be used to discharge mechanic's liens or other encumbrances levied against the entire property, or against each unit, if resulting from action by the Association. The unit owner or owners responsible for any lien which is paid by the Association but not the obligation of the Association shall be specially assessed for the full amount thereof. The directors may also use the reserve fund for the maintenance and repair of any unit if such maintenance and repair, although the obligation of the unit owner, is necessary to protect the common property. The full amount of the cost of any such maintenance or repair shall be specially assessed to the unit owner responsible therefor. Any charges against the reserve fund in accordance with the foregoing paragraphs which are not otherwise

repaid to the fund shall be replenished by additional assessments against the unit owners in subsequent years.

The annual budget shall be prepared and determined by November 1st of each calendar year. The Board of Directors shall advise all members of the Association in writing of the amount of common assessments payable on behalf of each unit by the date of the annual membership meeting and shall furnish copies of the budget on which such common assessments are based to each member.

If within fifteen (15) days after the annual membership meeting a petition is presented to the Board of Directors protesting such assessments or the budget upon which they are based, and the petition is signed by members representing more than eighty percent (80%) of the Association votes, then the directors shall notify all members of a meeting called for the sole purpose of reviewing such assessments or budget. At such meeting, the vote of more than eighty percent (80%) of the Association votes may revise the budget and assessments, and such revised budget and corresponding assessments shall replace for all purposes the ones previously established; provided, however, that the annual budget and assessments may not be revised downward to a point lower than the average total budget for the preceding two years and provided further, that if a budget and assessments have not been established and made for any two preceding years, then the budget and assessments may not be revised downward until two years of experience exist.

6.5 WORKING CAPITAL FUND. A working capital fund shall be established equal to two months' initial estimated common expenses for each unit in **Fairfield Place, A Condominium.** The working capital fund shall be used to meet unforeseen expenditures or to purchase additional equipment or services, and any amount paid into the working capital fund shall not be considered as advance payments of regular assessments. Each unit's share of the working capital fund shall be collected at the time the first sale of the unit is closed and title to the unit is conveyed by the Declarant. While Declarant is in control of the Association, Declarant shall not use any part of the working capital fund to defray its expenses or construction costs or to make up any budget deficits. When control is transferred to the Association, the working capital fund shall be transferred to the Association for deposit into the reserve fund.

6.6 COMMENCEMENT OF PAYMENTS. Each unit owner shall begin paying monthly payments of common expenses to the Association as of the date the unit is conveyed to such unit owner. Such monthly payments of common expenses shall be in accordance with the proposed annual budget prepared by Declarant for the Association. Notwithstanding the foregoing, until sixty (60) days after the first conveyance of a unit by Declarant, Declarant shall pay twenty-five percent (25%) of the assessment otherwise due hereunder for each unsold and unoccupied, completed unit owned by Declarant beginning upon the date a certficate of occupancy is issued for such unit. At such time as Declarant is making payments of assessments for units owned by Declarant pursuant to this paragraph 6.6, whether or not Declarant is required to do so, Declarant shall no longer be responsible for paying any deficiency in operating expenses of the Association.

6.7 DEFAULT AND LIENS. All assessments, until paid, together with interest at the prime rate (as described in Section 6.3) and actual costs of collections, constitute a lien on the units on which they are assessed and on the undivided interest in the common elements appurtenant thereto. If a member of the Association is in default in payment of any charges or assessments for a period of more than thirty (30) days, the Board of Directors, in the name of the Association, may file liens therefore and bring suit for and on behalf of the Association, as representative of all members, to enforce collection of such delinquencies or to foreclose the lien therefore, as provided by law, and there shall be added to the amount due the costs of collection and interest, together with attorney fees. Liens shall be signed and verified on behalf of the Association by any officer of the Association. The owners of a unit against which a lien has been filed shall not be entitled to vote at Association meetings until the lien has been paid in full.

ARTICLE VII

Repair and Maintenance

7.1 INDIVIDUAL UNITS. Each unit owner, at his sole expense, shall be responsible for keeping the interior of his unit, in good order, and in a clean and sanitary condition. Each unit owner must perform property or cause to be performed all maintenance and repair work to or within his own unit which if omitted would affect the project in its entirety or in a portion belonging to other owners. Upon failure of the unit owner to maintain his unit, the Association may accomplish necessary repairs and maintenance and assess the respective unit owner for the costs and expenses thereof, after thirty (30) days written notice to the unit owner giving the owner opportunity to perform the needed maintenance or repair within such thirty (30) day period.

Without in any way limiting the foregoing, each unit will owner shall be responsible for the following:

- All repairing, restoration, maintenance, and decorating of the unit;
- Maintenance, repair or replacement of any doors and windows (including replacement of broken glass), patio doors, garage doors, garages, screens and screening;
- Maintenance and repair of lighting fixtures, refrigerators, ranges, heating and air-conditioning equipment (including appurtenant compressor and equipment), plumbing fixtures, dishwashers, disposals, laundry equipment such as washers and dryers, water heaters, and water softeners.

Upon failure of the unit owner to do so, the Association may accomplish repairs and maintenance to the unit, as determined to be necessary by the Association, and assess the respective unit owner for the costs and expenses thereof, after thirty (30) days written notice to the unit owner giving the owner opportunity to perform the needed maintenance or repair within such thirty (30) day period.

7.2 COMMON ELEMENTS AND FACILITIES. The Association shall be responsible for the management and control of the common elements and facilities and limited common elements, and shall cause the same to be maintained, repaired and kept in good, clean, attractive and sanitary condition, order and repair, except to the extent individual unit owners are responsible therefor as provided hereinafter with respect to limited common elements. The Association shall be responsible, at Association expense unless necessitated by the negligence or misuse of a unit owner, or the tenant, guest or agent of a unit owner, in which case such expense shall be charged and specially assessed to such unit owner), for accomplishment of the following specific items of maintenance and repair with respect to the common elements:

- All cleaning, painting, repair, restoration and general maintenance of the common property;
- All maintenance, repair and restoration of roads, roadways, driveways, walkways, and parking areas, clubhouse and swimming pool;
- Snow and ice removal from roads, roadways, driveways, walkways, and parking areas;
- Lawn care, landscaping, tree cutting, erosion control, and general care and maintenance of any plantings and shrubberies which may from time to time be located within the common elements;

- Necessary care and maintenance of utility services and line within the common elements, including master television and communication cables, lines or antennae, and utility connection to mains;

7.3 LIMITED COMMON ELEMENTS. Each unit owner, at his sole expense, shall be responsible for keeping the limited common elements appurtenant to his unit, as defined in the Declaration, in a good, clean, sanitary and attractive condition. No objects or structures shall be placed upon the limited common elements without the prior written consent of the Board of Directors or the Association.

7.4 ASSOCIATION SERVICES. The Association may provide any service or maintenance requested by a unit owner or owners with respect to individual units or limited common elements that the Association is able and willing to provide or perform, and shall specially assess such requesting owner or owners therefor.

ARTICLE VIII

Duties and Obligations of Unit Owners

8.1 RULES AND REGULATIONS. The units and the common elements and facilities and limited common elements (herein sometimes called the "commons:) shall be occupied and used in accordance with the Declaration, the Articles of Incorporation, these By-Laws, and the rules and regulations adopted by the Association from time to time. The rules and regulations, and those which may be hereafter adopted by the Association, are in addition to the Declaration, and the documents, contracts, declarations, and easements set forth in the Declaration, and in the event of a conflict, the Declaration and contracts, declarations, and easements set forth and referenced therein shall govern.

The rules and regulations and other rules and regulations adopted by the Association shall be enforced by such means as the Association deems necessary and appropriate, including recourse to civil authorities, court action if necessary, and monetary fines of not less that $50.00 per violation to be charged and assessed by the Association uniformly against the owners of units who violate or whose tenants or unit occupants violate such rules and regulations. Such fines shall be uniformly levied, and shall be charged and assessed against the subject unit and may be enforced and collected as an assessment for common expenses, including the foreclosure of a lien therefor.

8.2 ASSOCIATION RULES. The Association, acting through the Board of Directors, may approve and distribute to unit owners and tenants additional rules and regulations, and amendments to such rules and regulations, approved and adopted by the Board of Directors from time to time pursuant to Section 6.2 herein. All such rules and regulations shall be in writing and shall be distributed to the unit owners and tenants no less than 30 days prior to the effective date of such rules and regulations. Such rules and regulations may be altered, amended, or repealed pursuant to Section 6.2 herein.

ARTICLE IX

General

9.1 FISCAL YEAR. The fiscal year of the Corporation shall begin on the first day of January and end on the last day of December in each year, unless a different fiscal year is elected on the first annual tax return filed by the Association.

9.2 ADDRESS. The mailing address of the Association shall be FAIRFIELD PLACE ASSOCIATION, LTD., 260 Regency Court, Suite 105, Brookfield, Wisconsin 53045, until such time as Declarant has sold all units in the Condominiums, at which time a new mailing address may be designated by the Association.

9.3 SEAL. The Corporation shall have no seal.

ARTICLE X

Amendments

10.1 BY MEMBERS. These By-Laws may be altered, amended or repealed and new By-Laws may be adopted by the members, at any meeting called for such purpose, by the affirmative vote of unit owners having sixty-seven percent (67%) or more of the votes in the Association.

10.2 RIGHTS OF DECLARANT. No amendment of these By-Laws shall alter or abrogate the rights of Declarant as contained in these By-Laws.

FP

Fairfield Place Association LTD.
640 Pewaukee Road. ~ Pewaukee, Wisconsin 53072
VM. 262- 695-7698

TO ALL RESIDENT AT FAIRFIELD PLACE

IN YOUR CONDOMINIUM DECLARATION
PAGE 10 # 22 RESIDENT AGENT

Please make note that Robert A. Patch (developer) is no longer the resident agent of Fairfield Place. In October of 1997 the developer signed off and the Association of Fairfield Place took over.
Address being 640 Pewaukee Rd., Pewaukee, Wisconsin, 53072.

PAGE 25 ARTICLE IX General 9.2 ADDRESS.

The mailing address of the Association shall be:
FAIRFIELD PLACE ASSOCIATION, LTD.
640 Pewaukee Road
Pewaukee, Wisconsin 53072

ARTICLES OF INCORPORATION
OF
FAIRFIELD PLACE ASSOCIATION, LTD.

The undersigned, a natural person of the age of eighteen (18) years or more, hereby executes these Articles of Incorporation for the purpose of forming a non-stock, non-profit Corporation pursuant to the Wisconsin Non-Profit Corporations Law, Chapter 181 of the Wisconsin Statutes.

ARTICLE I

Name

The name of the non-stock, non-profit Corporation shall be Fairfield Place Association, Ltd.

ARTICLE II

Period of Existence

The period of existence shall be perpetual.

ARTICLE III

Purpose

The purposes for which the Corporation is organized are as follows:

(a) to serve as an association of unit owners who own real estate and improvements under the condominium form of use and ownership as provided in Chapter 703 of the Wisconsin Statutes as the same may be amended, renumbered or renamed from time to time (Act) and subject to the terms and conditions of the Declaration of Condominium of Fairfield Place Association, Ltd. ("Declaration") as recorded in the Office of the Register of Deeds for Waukesha County, Wisconsin;

(b) to provide for the administration, maintenance, preservation and control of the condominium created pursuant to the terms of the Declaration and in accordance with and furtherance of the Declaration created under and pursuant to the Act, and

(c) to engage in any lawful activity within the purposes for which a non-stock, non-profit corporation may be organized under the law, subject to the act and the Declaration..

ARTICLE IV

Members and Voting

Members of the non-stock, non-profit Corporation shall be all unit owners as the term Unit is defined in Section 5 of the Condominium Declaration for Fairfield Place, A Condominium. Every unit Owner, upon acquiring title to a unit under the terms of the Condominium Declaration, shall automatically become a member of the Association and shall remain a member until such time as his or her ownership of such unit ceases for any reason, at which time his or her membership in the association shall automatically cease. The respective rights and qualifications of each of the members of this Corporation are set forth in the By-Laws of this Corporation.

ARTICLE V

Directors

The number of Directors of this Corporation shall be fixed in the By-laws. The manner in which the Directors shall be elected, appointed or removed shall be provided in the Declaration and Article III of the By-Laws of the Corporation. The initial three directors of the Corporation are:

Robert A. Patch
260 Regency Court, Suite 105
Brookfield, Wisconsin 53045

Maureen N. Losik
260 Regency Court, Suite 105
Brookfield, Wisconsin 53045

Gary Tessmann
260 Regency Court, Suite 105
Brookfield, Wisconsin 53045

ARTICLE VI

Principal Office and Agent

The initial principal office is located in Waukesha County, Wisconsin, and the address of such registered office is:

260 Regency Court, Suite 105
Brookfield, WI 53045

The initial registered agent at such address is:

Robert A. Patch
260 Regency Court, Suite 105
Brookfield, Wisconsin 53045

ARTICLE VII

Incorporator

The name and address of the incorporator are:

Robert A. Patch
260 Regency Court, Suite 105
Brookfield, Wisconsin 53045

ARTICLE VIII

Amendments

Amendment of the Articles of Incorporation shall require the assent of seventy-five percent (75%) of the entire membership of this Corporation.

ARTICLE IX

Stock, Dividends and Dissolution

This Corporation shall not have nor issue shares of stock. No dividends shall ever be paid and no part of the assets of surplus of this Corporation shall be distributed to its members, directors or officers. This Corporation may pay compensation in reasonable amounts to employees, members, directors or officers for services rendered and may confer benefits upon its members in conformity with its purposes.

This Corporation may be dissolved with the assent given in writing and signed by not less than eighty percent (80%) of the members. On dissolution of this Corporation, other than incident to a merger or consolidation, all of its assets, after payment of its liabilities, shall be distributed to one or more non-profit corporations, societies, trusts or other organizations and/or dedicated to an appropriate public agency or agencies; provided, however, that any such non-profit corporation, society, trust, or other organization or public agency has purposes deemed by a majority of the directors of this Corporation to be similar to those of this Corporation and that if none of the foregoing entities are deemed to exist, then all the assets of this Corporation, after payment of its liabilities, shall be distributed to a non-profit corporation, society,

association, trust, or other organization, or any one or more of the foregoing, devoted to the promotion of aesthetic, cultural or educational purposes.

Executed in duplicate this 10 day of APRIL, 1996.

Robert A. Patch, Incorporator

STATE OF WISCONSIN)
) SS
MILWAUKEE COUNTY)

Personally came before me this 10th day of April, 1996, the above named Robert A. Patch, to me known to be the person who executed the foregoing instruments and acknowledged the same.

GEORGIANN K. GROSS NOTARY PUBLIC STATE OF WISCONSIN

Notary Public, State of Wisconsin
County of Milwaukee
My Commission Expires: 2-27-99

300638 JAN 28 E

UC2919206-003

QUIT CLAIM DEED
STATE OF WISCONSIN — FORM 11

REGISTER'S OFFICE
WAUKESHA COUNTY, WI
RECORDED ON
01-28-2003 3:43 PM
MICHAEL J. HASSLINGER
REGISTER OF DEEDS
REC. FEE: 5.00
REC. PAGES: 5.00
REC. FEE-ST: 2.00
TRAN. FEE:
TRAN. FEE-STATE:
EXEMPT:

THIS SPACE RESERVED FOR RECORDING DATA

NAME AND RETURN ADDRESS
Fairfield Place Association
640 Pewaukee Road
Pewaukee WI 53072

THIS INDENTURE, made this 17th day of January A.D., 2003
between Waukesha County, a Municipal Corporation.

part y of the first part, and
Fairfield Place Association Ltd.

part y of the second part.

Witnesseth, That the said part y of the first part, for and in consideration of the sum of one dollar and other valuable consideration
to ther in hand paid by the said part y of the second part, the receipt whereof is hereby confessed and acknowledged, ha s given, granted, bargained, sold, remised, released and quit-claimed, and by these presents do es give, grant, bargain, sell, remise, release and quit-claim unto the said part y of the second part, and to their heirs and assigns forever, the following described real estate, situated in the County of Waukesha, State of Wisconsin, to-wit:

See Attached Legal Description

PARCEL IDENTIFICATION NUMBER PWV 0875 997 001

SOLD SUBJECT TO THE 2003 REAL ESTATE TAXES/CONTEMPLATED SPECIAL ASSESSMENTS AND CHARGES.

Transfer Exemption Number, Sec. 77.25(4)

FEE
77.25(4)
EXEMPT

Waukesha County acquired title by an Action In-Rem 36, Parcel 123, Court Case No. 02CV-863 filed 4-8-02. Judgement granted 7-29-02 and recorded in the Register of Deeds Document #2826233.

(IF NECESSARY, CONTINUE DESCRIPTION ON REVERSE SIDE)

To Have and to Hold the same, together with all and singular the appurtenances and privileges thereunto belonging or in any wise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever of the said part y of the first part, either in law or equity, either in possession, or expectancy of, to the only proper use, benefit and behoof of the said part y of the second part, their heirs and assigns FOREVER.

In Witness Whereof, the said part y of the first part ha s hereunto set its hand and seal this 17th day of January, A.D., 2003

SIGNED AND SEALED IN PRESENCE OF

WAUKESHA COUNTY (SEAL)

By: Daniel M. Finley (SEAL)
Daniel M. Finley
Waukesha County Executive

(SEAL)

By: Kathy Nickolaus (SEAL)
Kathy Nickolaus
Waukesha County Clerk

State of Wisconsin, } ss.
Waukesha County.

Personally came before me, this 17th day of January A.D., 2003
the above named Daniel M. Finley and Kathy Nickolaus

to me known to be the person s who executed the foregoing instrument and acknowledged the same.

Notary Public, WAUKESHA County, Wis.
My commission (expires) (is) 1-1-2007

THIS INSTRUMENT WAS DRAFTED BY

NOTARY SEAL

Sue Hokenstad, Acct Clerk

Section 59.51 (1) of the Wisconsin Statutes provides that all instruments to be recorded shall have plainly printed or typewritten thereon the name of the grantor, grantee, witnesses and notary. Section 59.513 further provides that the name of the person who or governmental agency which drafted such instrument, shall be printed, typewritten, stamped or written thereon in a legible manner.

JU0689 JAN 20 0

Parcel Identification Number: PWV 0875 997 001

Legal Description:

All that part of the Northwest One-quarter (1/4) and the Southwest One-quarter (1/4) of Section Three (3), Township Seven (7) North, Range Nineteen (19) East, Village of Pewaukee, Waukesha County, Wisconsin, bounded and described as follows:

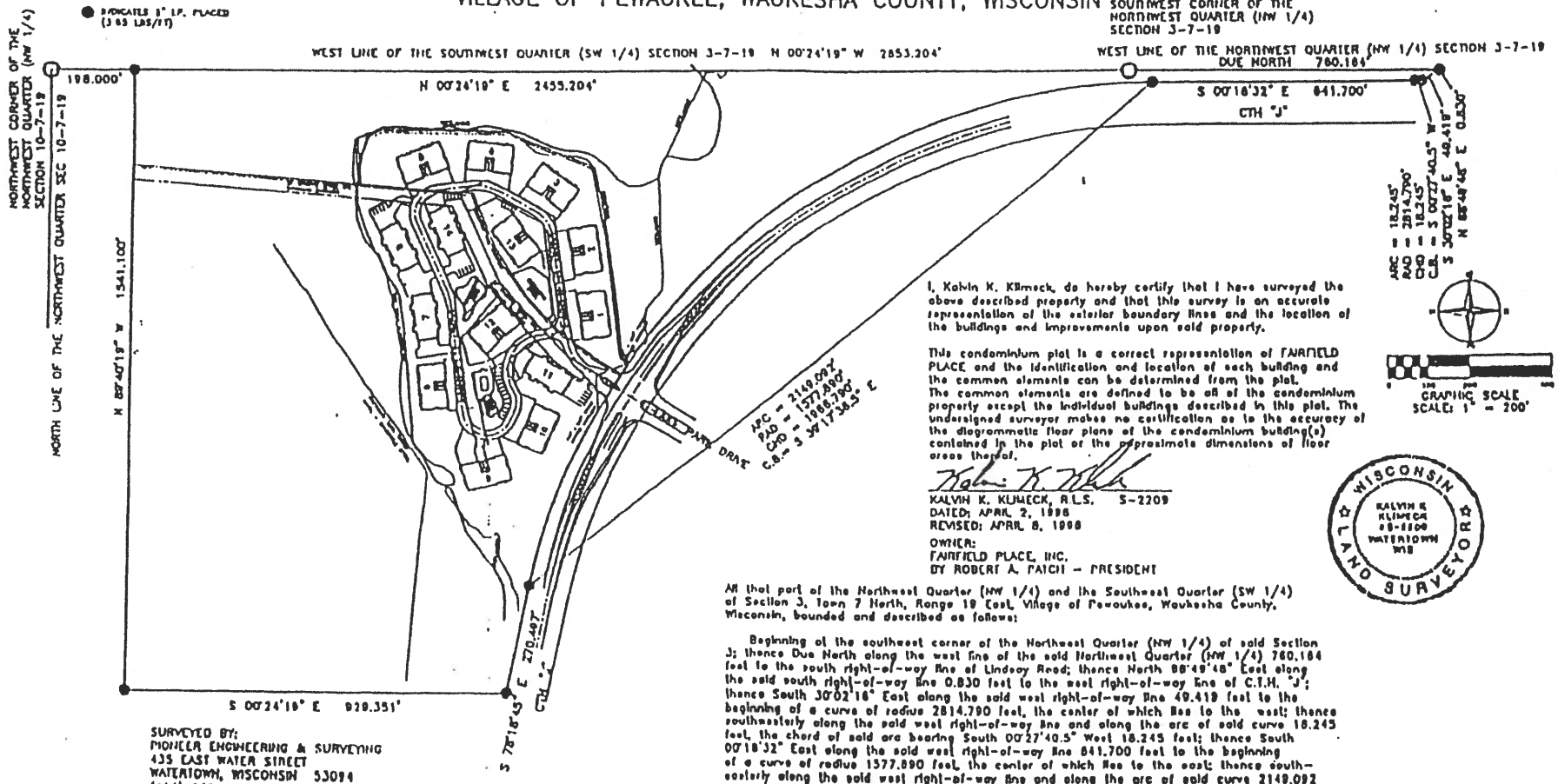
Beginning at the Southwest corner of the Northwest One-quarter (1/4) of said Section 3; thence Due North along the West line of said Northwest 1/4 760.164 feet to the South right-of-way line of Lindsay Road; thence North 68°49'48" East along the said South right-of-way line 0.830 feet to the West right-of-way line of C.T.H. "J"; thence South 30°02'16" East along said West right-of-way line 49.419 feet to the beginning of a curve of radius 2814.790 feet, the center of which lies to the West; thence Southwesterly along the said West right-of-way and along the arc of said curve 18.245 feet, the chord of said arc bearing South 00°27'40.5" West 18.245 feet; thence South 00°16'32" East along the said West right-of-way line 641.700 feet to the beginning of a curve of radius 1577.890 feet, the center of which lies to the East; thence Southeasterly along the said West right-of-way line and along the arc of said curve 2149.092 feet, the chord of said arc bearing South 39°17'38.5" East 1986.790 feet; thence South 78°18'45" East along the said West right-of-way line which is now the South right-of-way line of said C.T.H. "J" 270.497 feet; thence South 00°24'19" East 929.351 feet; thence North 89°40'19" West 1541.100 feet to the West line of said Southwest One-quarter (1/4); thence North 00°24'19" West 1541.100 feet to the West line of said Southwest One-quarter (1/4); thence North 00°24'19" East along the West line of said Southwest One-quarter (1/4) 2455.204 feet to the place of beginning.

Excepting:
Units A-H, Building 1
Units A-H, Building 2
Units A-H, Building 3
Units A-H, Building 4
Units A-H, Building 5
Units A-H, Building 6
Units A-H, Building 7
Units A-H, Building 8
Units A-H, Building 9
Units A-H, Building 10
Units A-H, Building 11
Units A-H, Building 12
Units A-H, Building 13
Units A-H, Building 14
All in Fairfield Place, a Condominium.

EXHIBIT A / EXHIBIT B

CONDOMINIUM PLAT
FAIRFIELD PLACE

VILLAGE OF PEWAUKEE, WAUKESHA COUNTY, WISCONSIN



I, Kalvin K. Klimeck, do hereby certify that I have surveyed the above described property and that this survey is an accurate representation of the exterior boundary lines and the location of the buildings and improvements upon said property.

This condominium plat is a correct representation of FAIRFIELD PLACE and the identification and location of each building and the common elements can be determined from the plat. The common elements are defined to be all of the condominium property except the individual buildings described in this plat. The undersigned surveyor makes no certification as to the accuracy of the diagrammatic floor plans of the condominium building(s) contained in the plat or the approximate dimensions of floor areas thereof.

KALVIN K. KLIMECK, R.L.S. S-2209
DATED: APRIL 2, 1998
REVISED: APRIL 8, 1998

OWNER:
FAIRFIELD PLACE, INC.
BY ROBERT A. FAICH - PRESIDENT

WISCONSIN ☆ KALVIN K. KLIMECK S-2209 WATERTOWN WIS ☆ LAND SURVEYOR

All that part of the Northwest Quarter (NW 1/4) and the Southwest Quarter (SW 1/4) of Section 3, Town 7 North, Range 19 East, Village of Pewaukee, Waukesha County, Wisconsin, bounded and described as follows:

Beginning at the southwest corner of the Northwest Quarter (NW 1/4) of said Section 3; thence Due North along the west line of the said Northwest Quarter (NW 1/4) 760.184 feet to the south right-of-way line of Lindsay Road; thence North 89°49'48" East along the said south right-of-way line 0.830 feet to the west right-of-way line of C.T.H. "J"; thence South 30°02'16" East along the said west right-of-way line 49.419 feet to the beginning of a curve of radius 2814.790 feet, the center of which lies to the west; thence southwesterly along the said west right-of-way line and along the arc of said curve 18.245 feet, the chord of said arc bearing South 00°27'40.5" West 18.245 feet; thence South 00°18'32" East along the said west right-of-way line 841.700 feet to the beginning of a curve of radius 1577.890 feet, the center of which lies to the east; thence southeasterly along the said west right-of-way line and along the arc of said curve 2149.092 feet, the chord of said arc bearing South 39°17'38.5" East 1988.790 feet; thence South 78°18'45" East along the said west and south right-of-way line of C.T.H. "J" 270.497 feet; thence South 00°24'19" East 929.351 feet; thence North 89°40'19" West 1341.100 feet feet to the west line of said Southwest Quarter (SW 1/4); thence North 00°24'19" East along the west line of said Southwest Quarter (SW 1/4) 2455.204 feet to the place of beginning. Containing 2,047,077 square feet or 46.994 Acres of land.

SURVEYED BY:
PIONEER ENGINEERING & SURVEYING
435 EAST WATER STREET
WATERTOWN, WISCONSIN 53094
(414) 261-1242
(414) 261-0997 FAX

FILE NO: E:\9404\CONDO

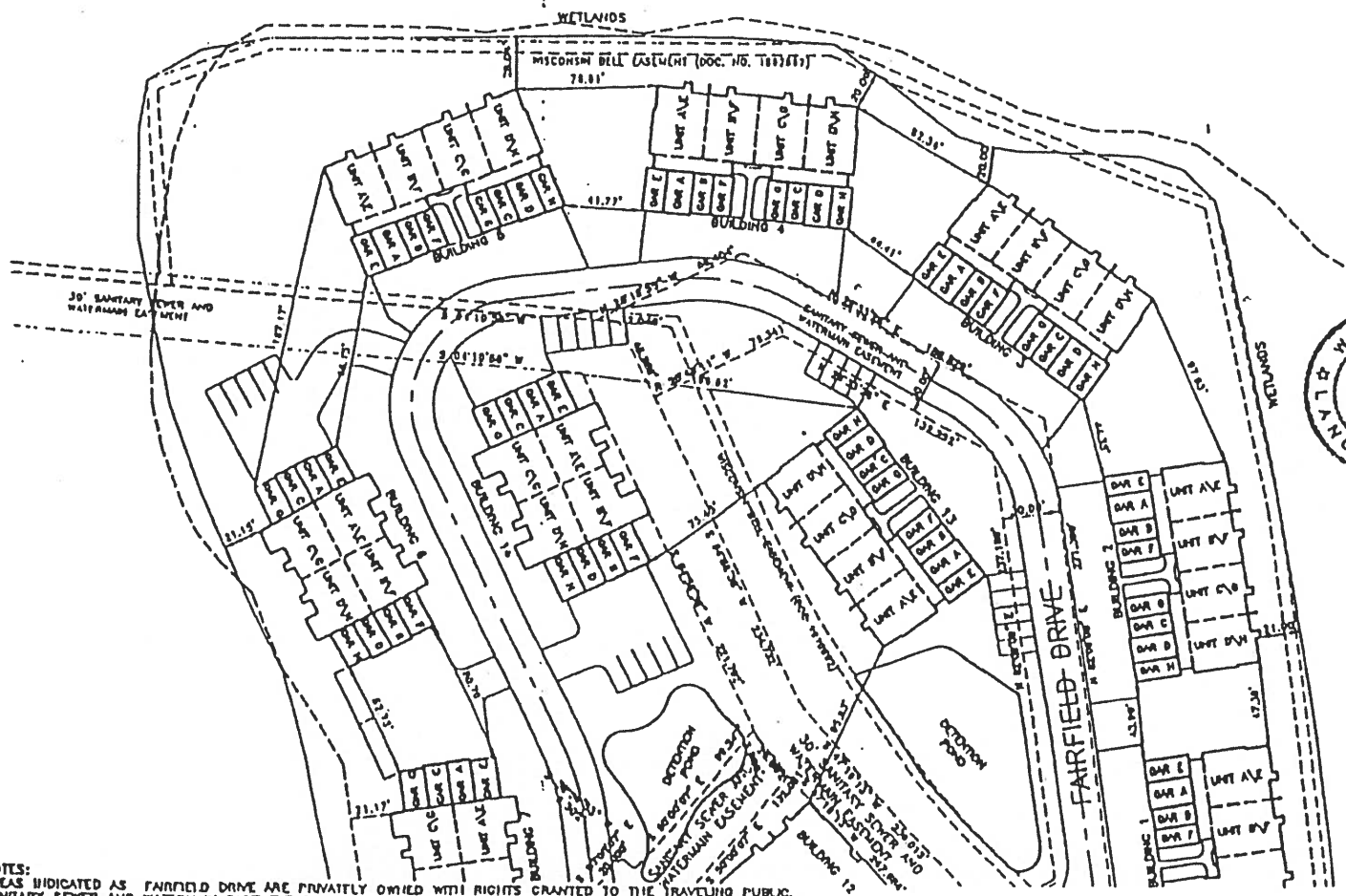
NOTES:
AREAS INDICATED AS FAIRFIELD DRIVE ARE PRIVATELY OWNED WITH RIGHTS GRANTED TO THE TRAVELING PUBLIC. SANITARY SEWER AND WATERMAIN EASEMENT RIGHTS ARE GRANTED TO THE VILLAGE OF PEWAUKEE.

CONDOMINIUM PLAT
FAIRFIELD PLACE
VILLAGE OF PEWAUKEE, WAUKESHA COUNTY, WISCONSIN

LEGEND:

○ INDICATES CONCRETE MONUMENT W/ BRASS CAP FOUND

● INDICATES 3/4" I.P. PLACED (1.05 LBS/LIN FT)



GRAPHIC SCALE
SCALE: 1" = 50'

WISCONSIN ☆ KALVIN K. KLIMECK S-2209 WATERTOWN WIS ☆ LAND SURVEYOR

KALVIN K. KLIMECK, R.L.S. S-2209
DATED: APRIL 2, 1998
REVISED: APRIL 8, 1998

SURVEYED BY:
PIONEER ENGINEERING & SURVEYING
439 EAST WATER STREET
WATERTOWN, WISCONSIN 53094
(414) 261-1242
(414) 261-0997 FAX

FILE NO: E:\9404\CONDO

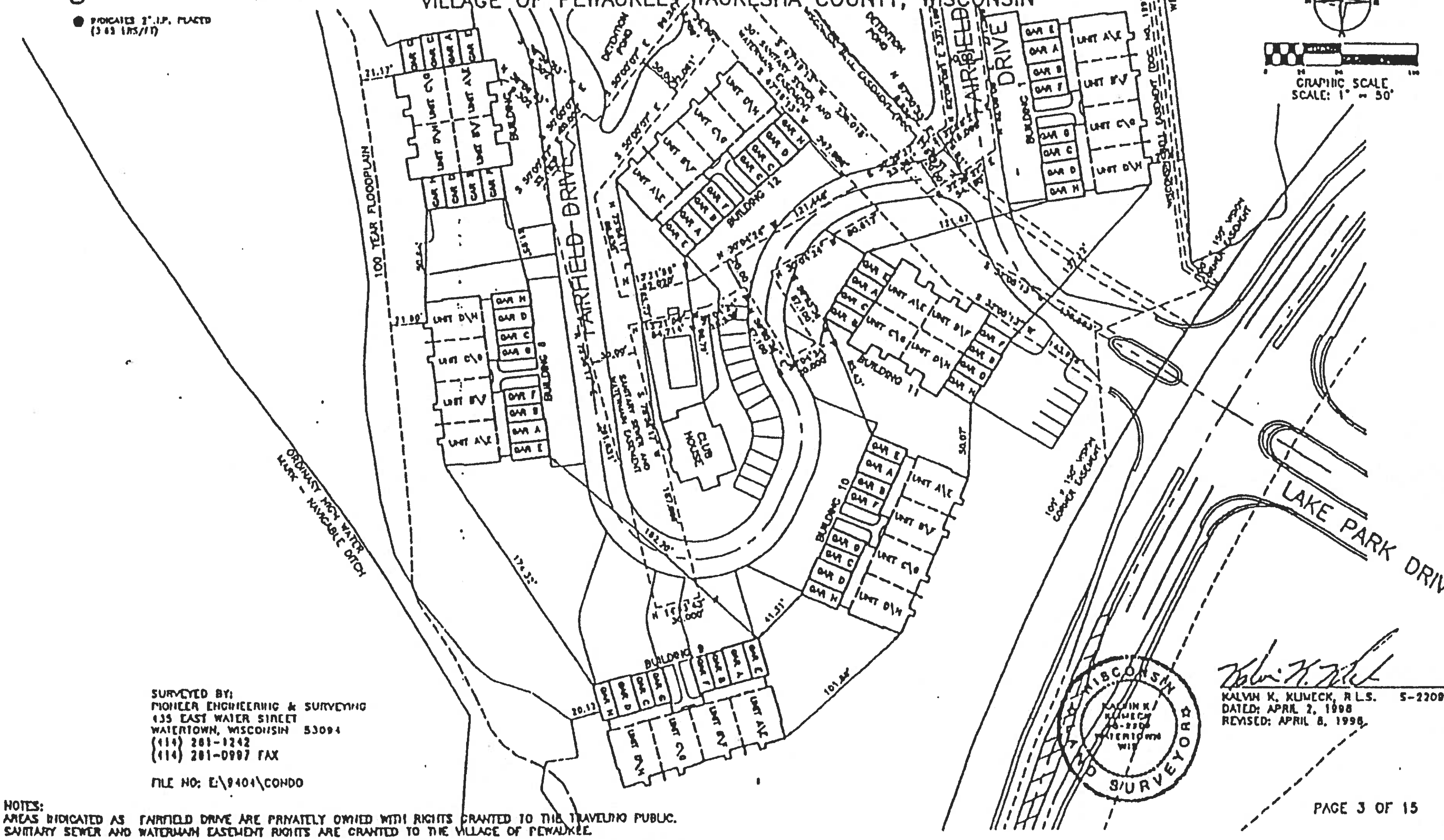
NOTES:
AREAS INDICATED AS FAIRFIELD DRIVE ARE PRIVATELY OWNED WITH RIGHTS GRANTED TO THE TRAVELING PUBLIC. SANITARY SEWER AND WATERMAIN EASEMENT RIGHTS ARE GRANTED TO THE VILLAGE OF PEWAUKEE.

CONDOMINIUM PLAT
FAIRFIELD PLACE
VILLAGE OF PEWAUKEE, WAUKESHA COUNTY, WISCONSIN

LEGEND:

○ INDICATES CONCRETE MONUMENT W/ BRASS CAP FOUND

● INDICATES 2" I.P. PLACED (3.65 LBS/FT)

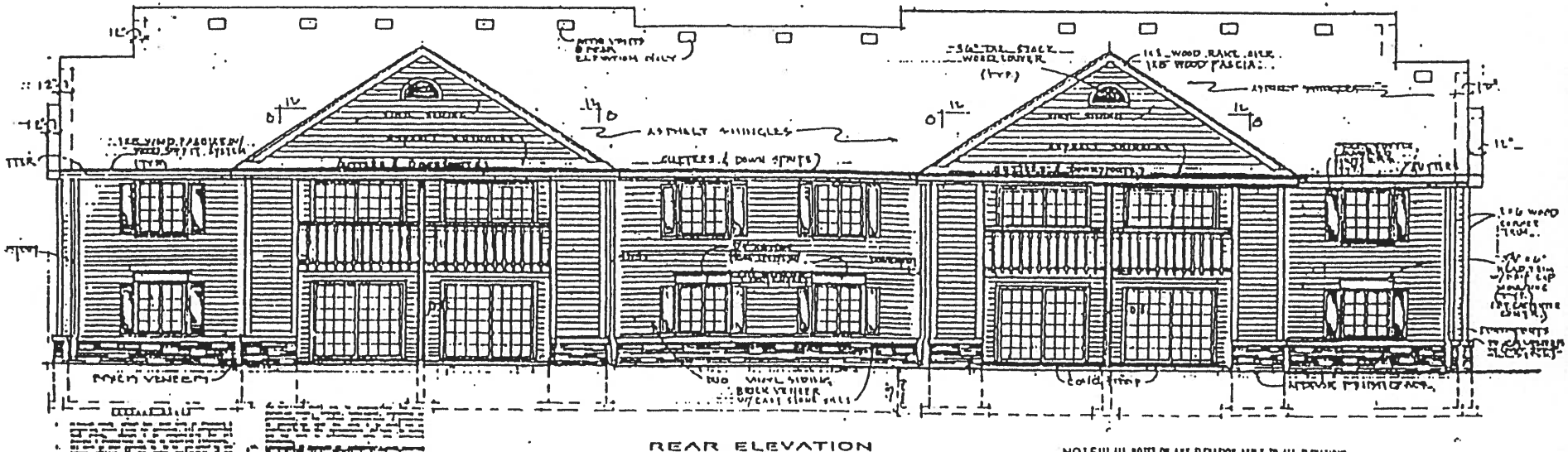


SURVEYED BY:
PIONEER ENGINEERING & SURVEYING
135 EAST WATER STREET
WATERTOWN, WISCONSIN 53094
(414) 261-1242
(414) 261-0997 FAX

FILE NO: E:\9404\CONDO

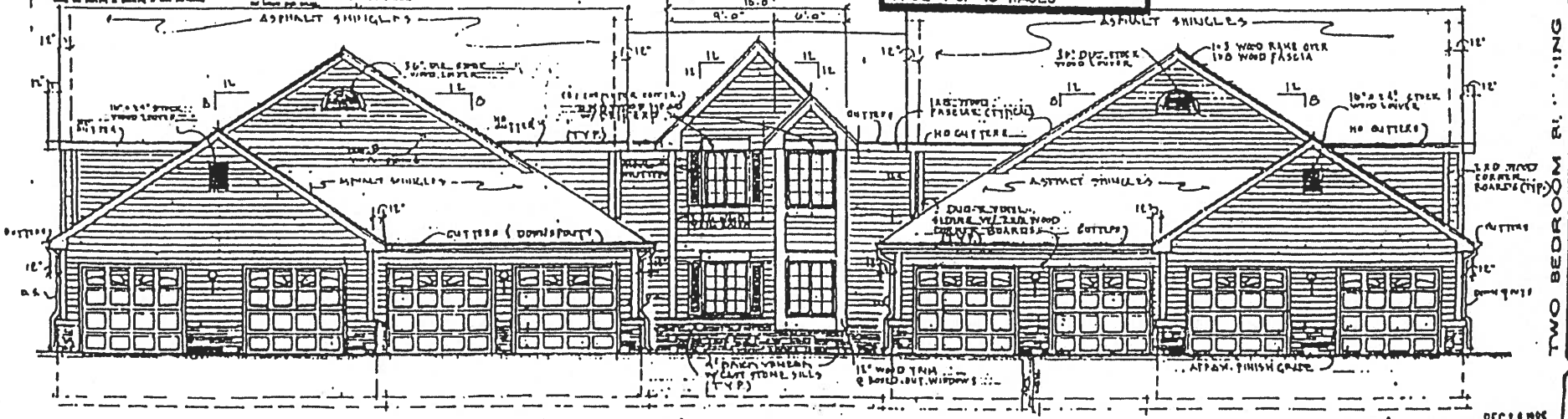
KALVIN K. KLINECK, R.L.S. S-2209
DATED: APRIL 2, 1998
REVISED: APRIL 8, 1998

NOTES:
AREAS INDICATED AS FAIRFIELD DRIVE ARE PRIVATELY OWNED WITH RIGHTS GRANTED TO THE TRAVELING PUBLIC.
SANITARY SEWER AND WATERMAIN EASEMENT RIGHTS ARE GRANTED TO THE VILLAGE OF PEWAUKEE.



REAR ELEVATION

FAIRFIELD PLACE, A CONDOMINIUM
VILLAGE OF PEWAUKEE,
WAUKESHA COUNTY, WI.
PAGE 4 OF 15 PAGES



FRONT ELEVATION

TWO BEDROOM PLANS

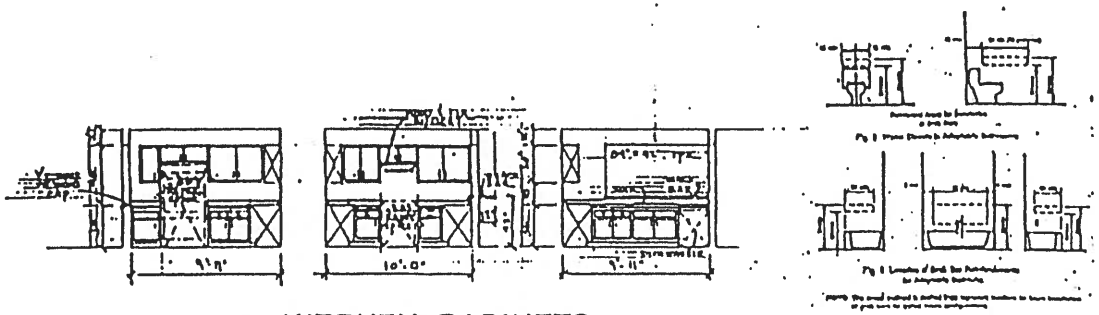
FAIRFIELD PLACE
VILLAGE OF PEWAUKEE

Douglas A. Gallus
ARCHITECT

FEB 14 '96
D. GALLUS

DEC 8 1995
REVISED.

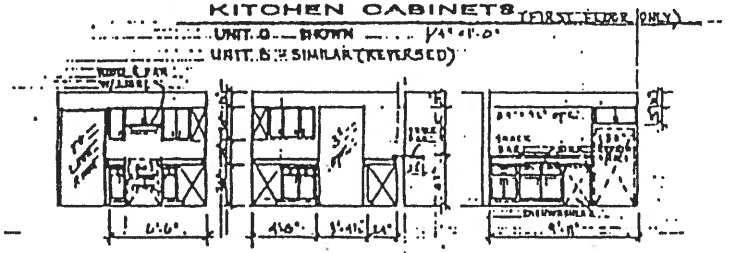
95809
1A



KITCHEN CABINETS (FIRST FLOOR ONLY)

UNIT G — SHOWN 1/4"=1'-0"

UNIT B IS SIMILAR (REVERSED)

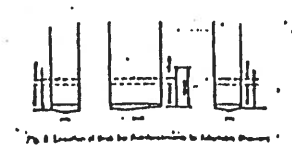


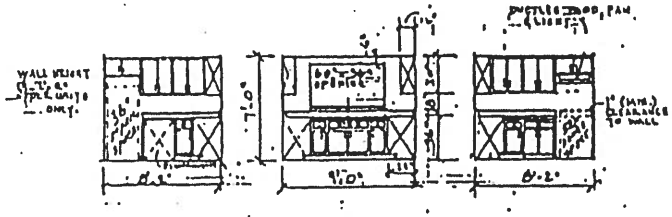
KITCHEN CABINETS (FIRST FLOOR ONLY)

UNIT F SHOWN 1/4"=1'-0"

UNIT C IS SIMILAR (REVERSED)

NOTE!
ALL FIRST FLOOR BATHROOMS TO HAVE GRAB BAR REINFORCEMENTS.



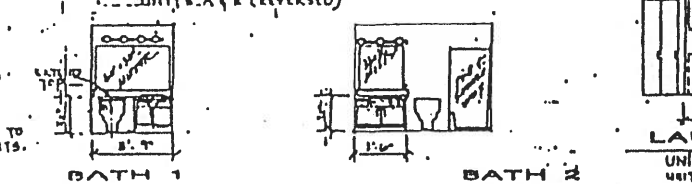


KITCHEN CABINETS (SECOND FLOOR ONLY)

UNIT H SHOWN 1/4"=1'-0"

UNIT D IS SIMILAR

UNIT B.A (R REVERSED)



BATH 1

(FIRST FLOOR ONLY) UNIT G SHOWN

UNITS A (R REVERSED)

UNIT C - SIMILAR

BATH 2

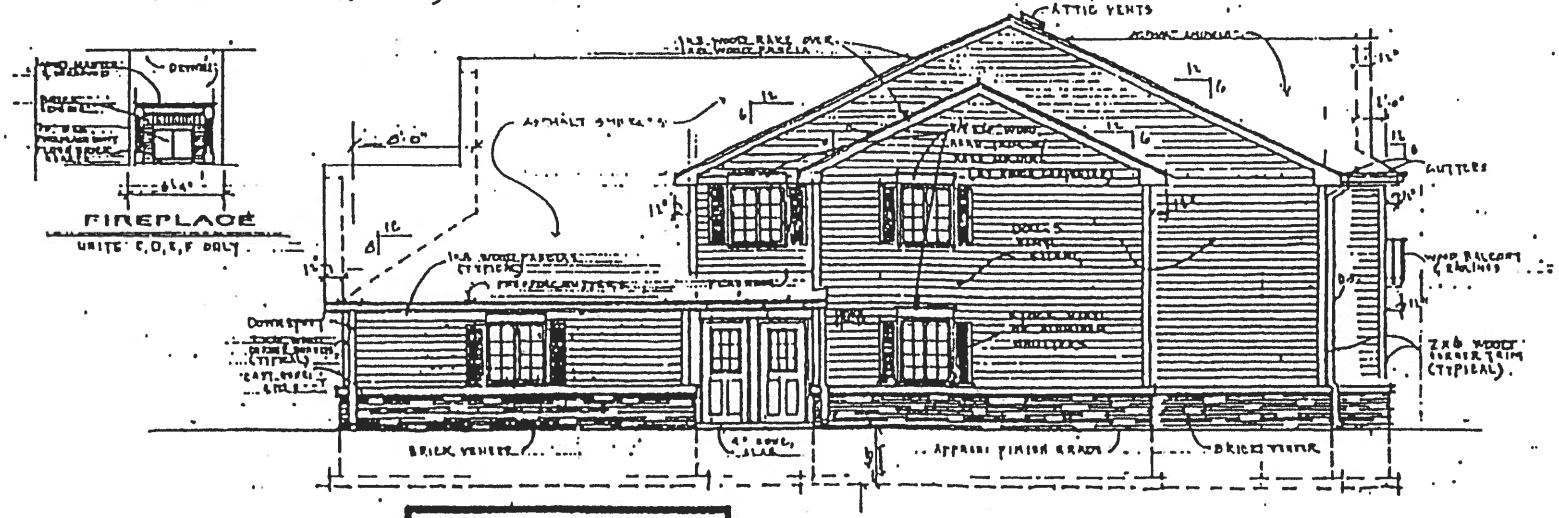
NOTE: BATH VANITY TOPS IN FLOOR UNITS BATHS ARE SIMILAR TO THIS.



LAUNDRY

UNIT F SHOWN

UNIT C (REVERSED)



FIREPLACE

UNITS C, D, E, F ONLY

TYPICAL SIDE ELEVATION

1/4"=1'-0"

FAIRFIELD PLACE, A CONDOMINIUM
VILLAGE OF PEWAUKEE,
WAUKESHA COUNTY, WI.
PAGE 5 OF 15 PAGES.

TWO BEDROOM BUILDING

FAIRFIELD PLACE A CONDOMINIUM

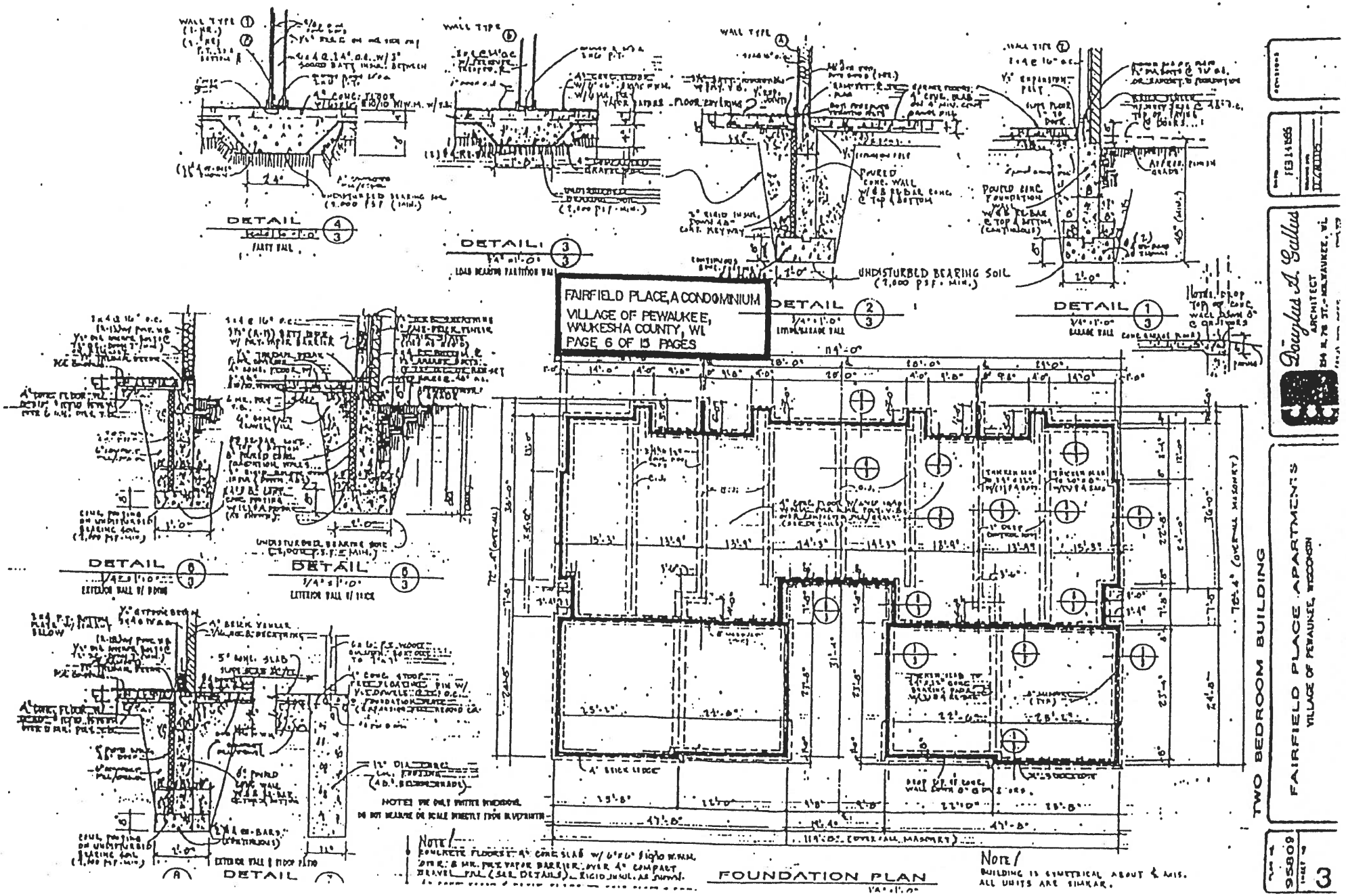
VILLAGE OF PEWAUKEE, WAUKESHA CO. WIS.

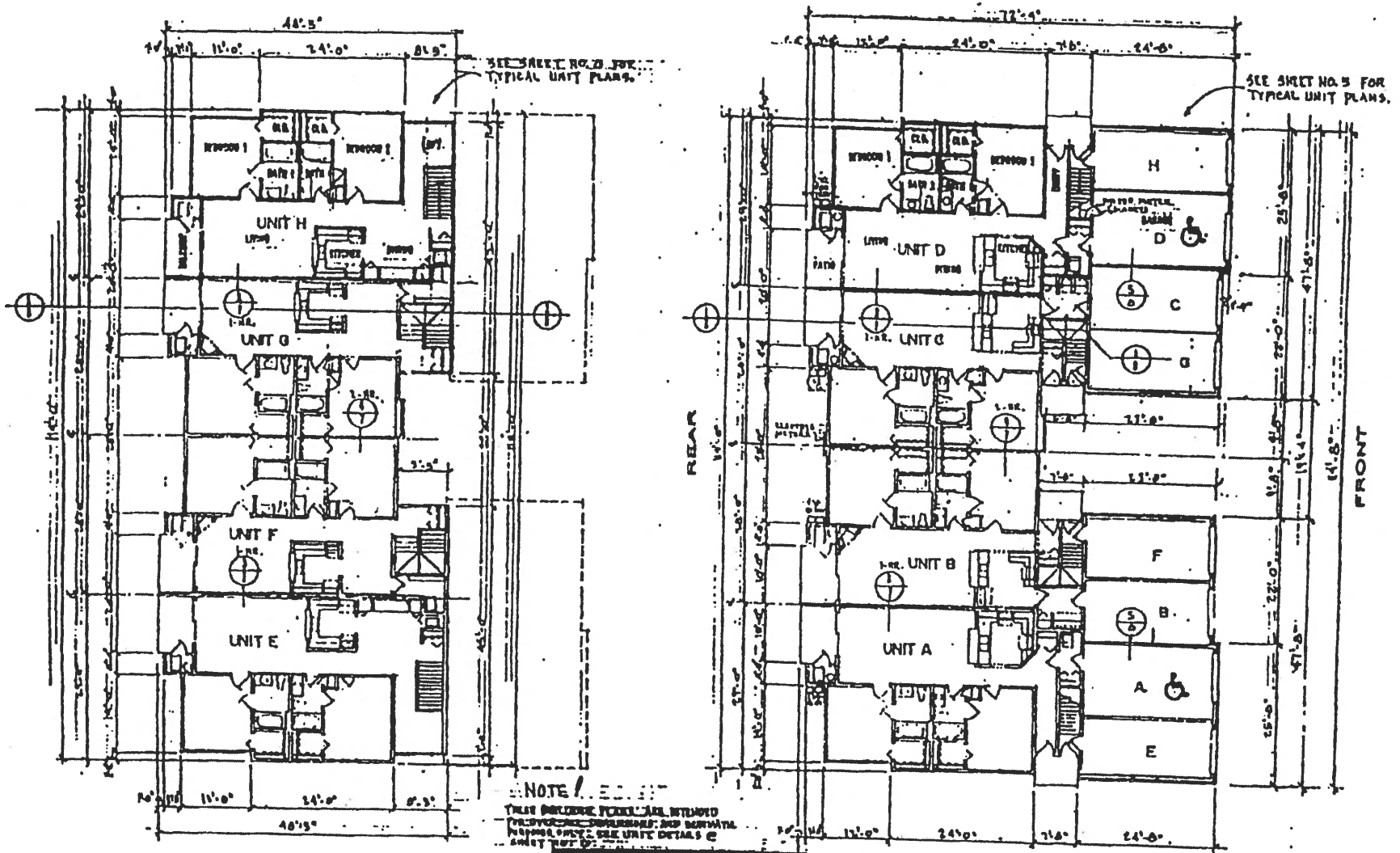
Douglas A. Gallus
ARCHITECT
234 N. 7th ST. - MILWAUKEE, WI.
(414) 224-9333

95809

12

DEC 8 1995
REVISED.


FAIRFIELD PLACE, A CONDOMINIUM
VILLAGE OF PEWAUKEE,
WAUKESHA COUNTY, WI
PAGE 6 OF 15 PAGES
DETAIL 4/3
DETAIL 3/3
DETAIL 2/3
DETAIL 1/3
DETAIL 6/3
DETAIL 5/3
DETAIL 7/3
UNDISTURBED BEARING SOIL (2,000 PSF. MIN.)
FOUNDATION PLAN
Douglas A. Gallus
ARCHITECT
TWO BEDROOM BUILDING
FAIRFIELD PLACE APARTMENTS
VILLAGE OF PEWAUKEE, WISCONSIN
95809
3



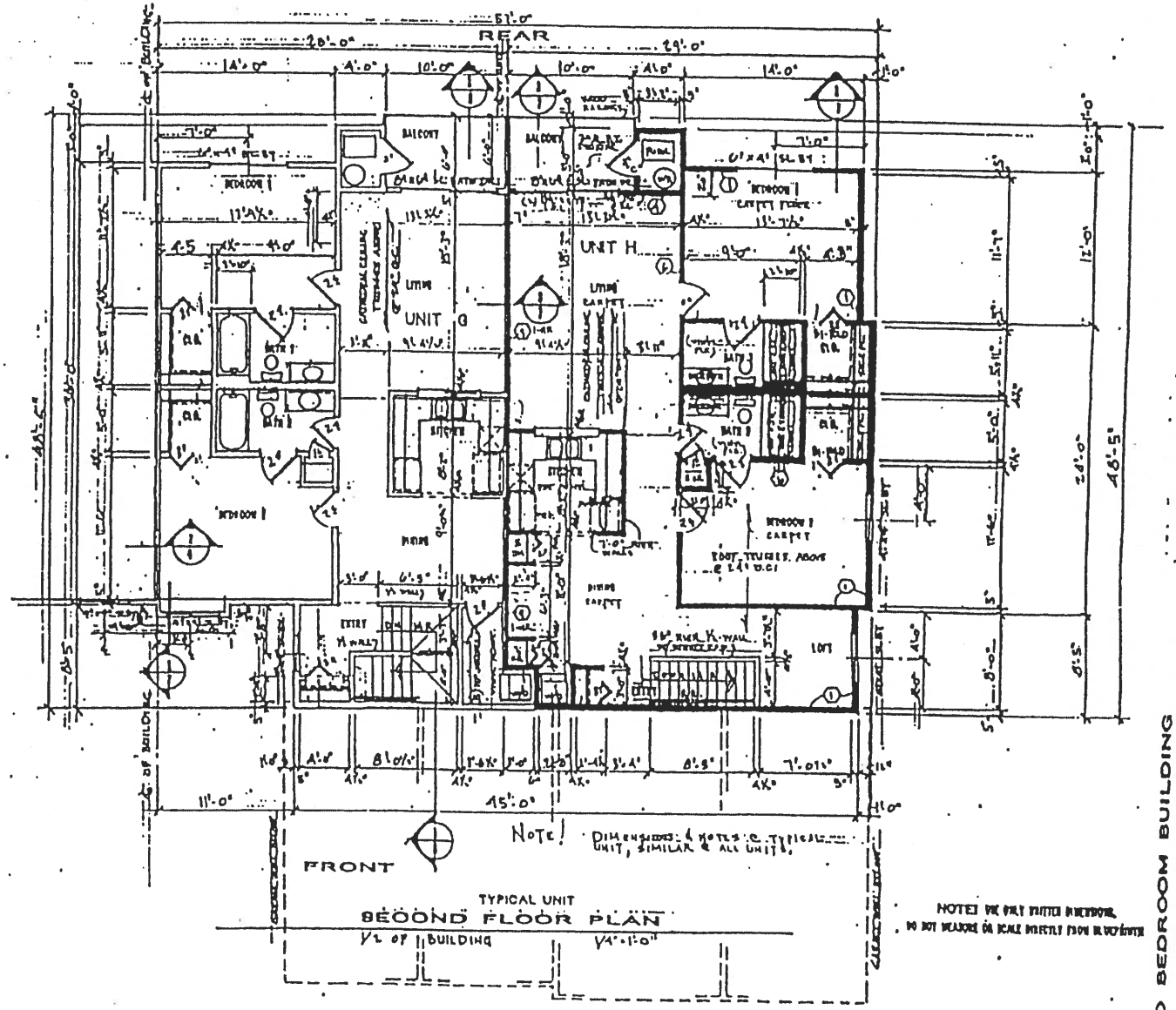
FAIRFIELD PLACE, A CONDOMINIUM
VILLAGE OF PEWAUKEE,
WAUKESHA COUNTY, WI.
PAGE 7 OF 15 PAGES

TWO BEDROOM BUILDING

FAIRFIELD PLACE APARTMENTS
VILLAGE OF PEWAUKEE, WISCONSIN

Douglas A. Gallus
ARCHITECT
D. GALLUS

FAIRFIELD PLACE APARTMENTS
VILLAGE OF PEWAUKEE, WISCONSIN
Douglas A. Gallus
ARCHITECT
D. GALLUS
FEB 11 1985
95809
5
TWO BEDROOM BUILDING
REVISED
DEC 11 1995
FIRST FLOOR PLAN
TYPICAL UNIT
NOTE: NOTES & TYPICAL UNIT ARE SIMILAR FOR ALL UNITS.
NOTE: DO NOT SCALE DRAWING
REAR
FRONT
UNIT C
UNIT D
H MBR.
D MBR.
C MBR.
O. MBR.
BRICK VENEER
(OVER ALL)
72'-0"
71'-0"
24'-0"
51'-0"
21'-0"
14'-0"
10'-0"
FAIRFIELD PLACE, A CONDOMINIUM
VILLAGE OF PEWAUKEE
WAUKESHA COUNTY, WI.
PAGE 8 OF 15 PAGES



TYPICAL UNIT
SECOND FLOOR PLAN
½ of BUILDING

NOTE! DO NOT MEASURE OR SCALE DIRECTLY FROM BLUEPRINTS

FAIRFIELD PLACE, A CONDOMINIUM
VILLAGE OF PEWAUKEE,
WAUKESHA COUNTY, WI.
PAGE 9 OF 15 PAGES

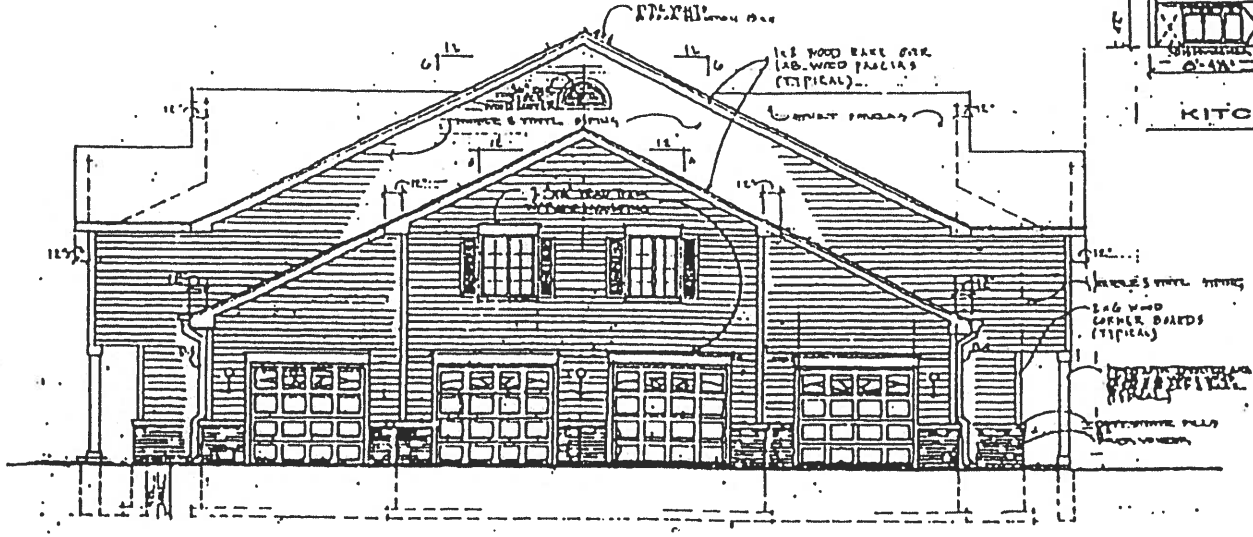
TWO BEDROOM BUILDING

FAIRFIELD PLACE APARTMENTS
VILLAGE OF PEWAUKEE, WISCONSIN

Douglas A. Gallus
ARCHITECT

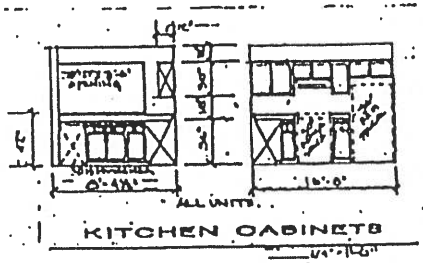
D. GALLUS

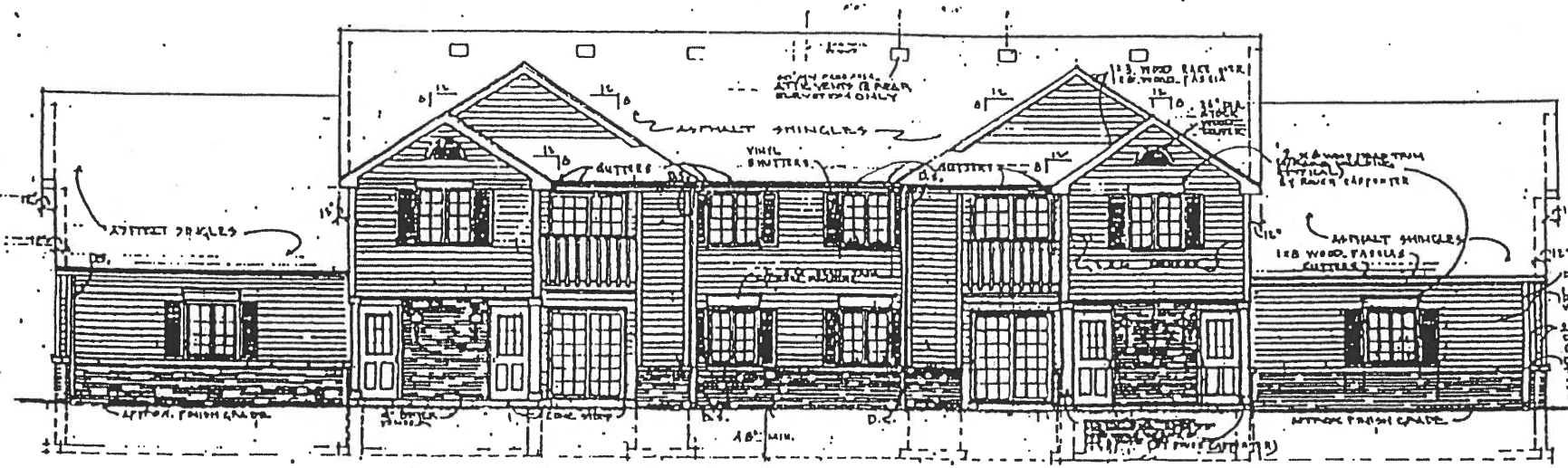
109



TYPICAL SIDE ELEVATION

NOTE!!! ALL NOTES ON ANY ELEVATION APPLY TO ALL ELEVATIONS





TYPICAL FRONT ELEVATION

FAIRFIELD PLACE, A CONDOMINIUM
VILLAGE OF PEWAUKEE,
WAUKESHA COUNTY, WI.

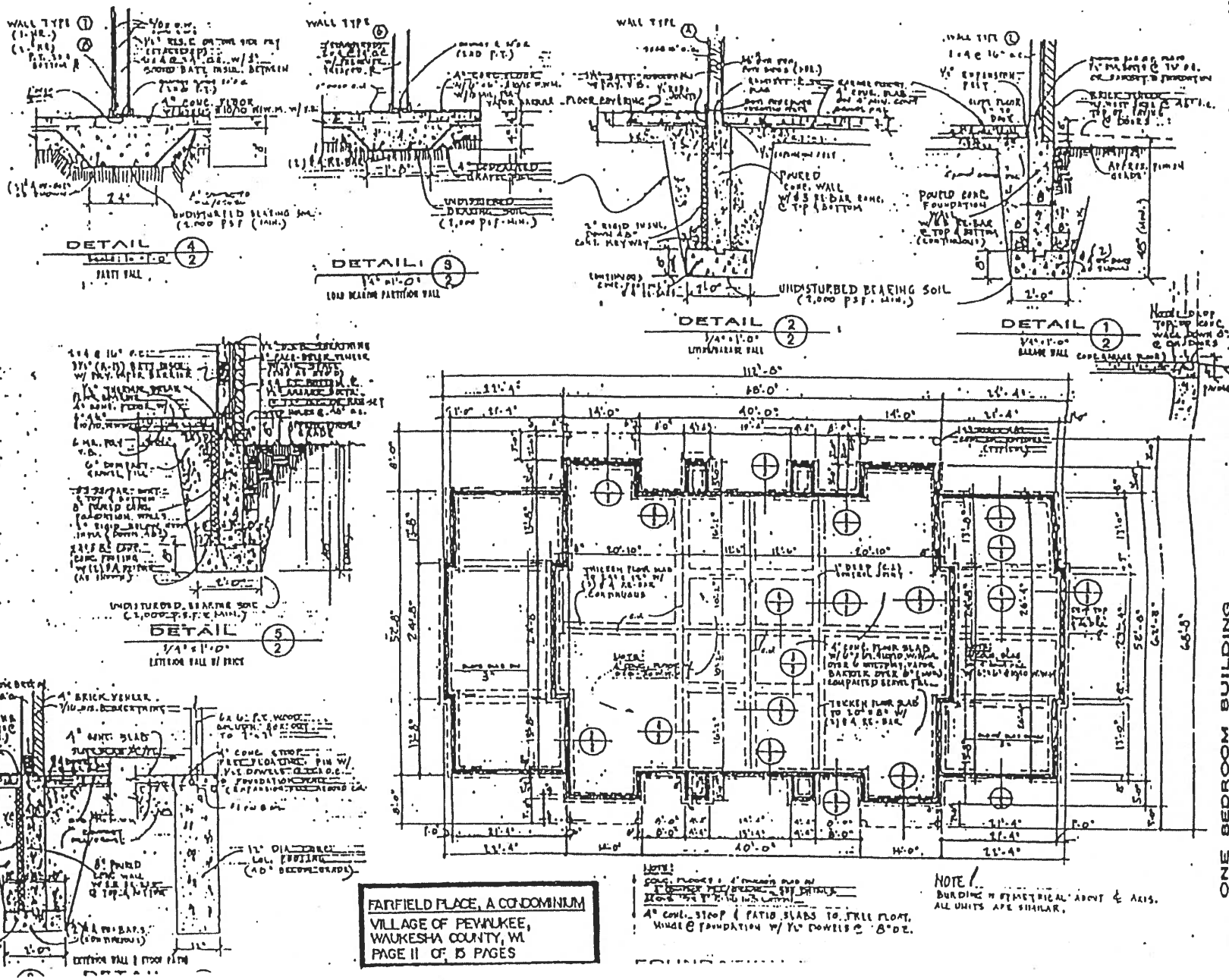
ONE BEDROOM BUILDING

FAIRFIELD PLACE APARTMENTS
VILLAGE OF PEWAUKEE, WISCONSIN

Douglas A. Gallus
ARCHITECT

DEC 2 7 1995

308



FAIRFIELD PLACE, A CONDOMINIUM
VILLAGE OF PEWAUKEE,
WAUKESHA COUNTY, WI.
PAGE 11 OF 15 PAGES

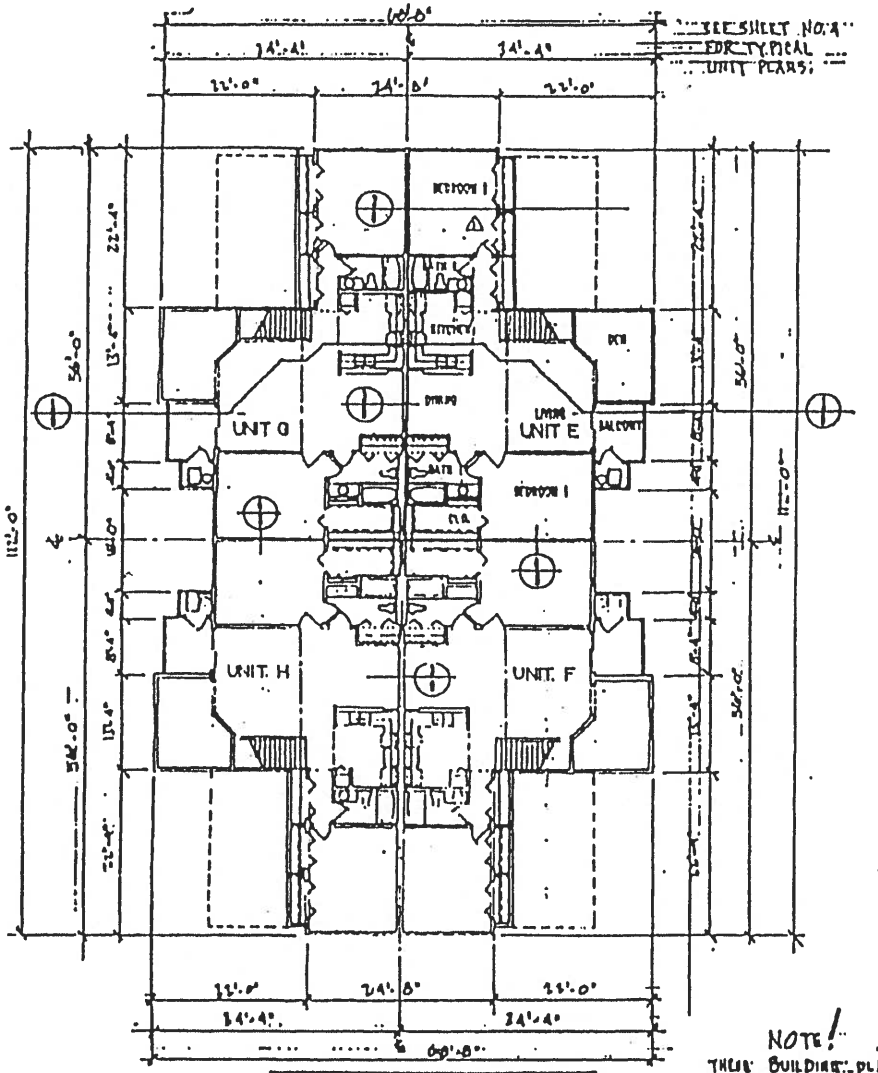
ONE BEDROOM BUILDING

FAIRFIELD PLACE APARTMENTS
VILLAGE OF PEWAUKEE, WISCONSIN

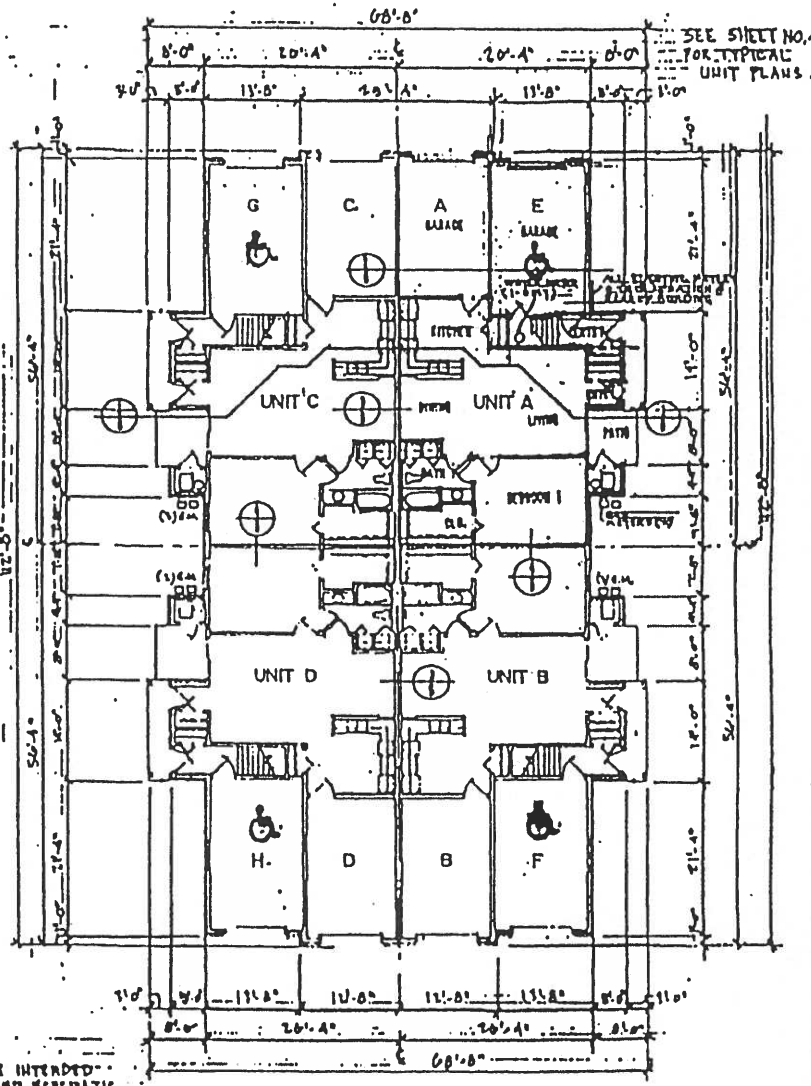
Douglas A. Gallus
ARCHITECT
124 N. 79 ST. - MILWAUKEE, WI.

FEB 13 1985
D. GALLUS

808



SECOND FLOOR BUILDING PLAN



FIRST FLOOR BUILDING PLAN

FAIRFIELD PLACE, A CONDOMINIUM
VILLAGE OF PEWAUKEE,
WAUKESHA COUNTY, WI.
PAGE 12 OF 15 PAGES

NOTE!
THESE BUILDING PLANS ARE INTENDED FOR OVERALL DIMENSIONS AND SCHEMATIC PURPOSES ONLY. SEE UNIT DETAILS C SHEET NO. 4

NOTE! DO NOT MEASURE DRAWINGS.
DO NOT MEASURE OR SCALE PRINTS FROM BLUEPRINTS.

ONE BEDROOM BUILDING

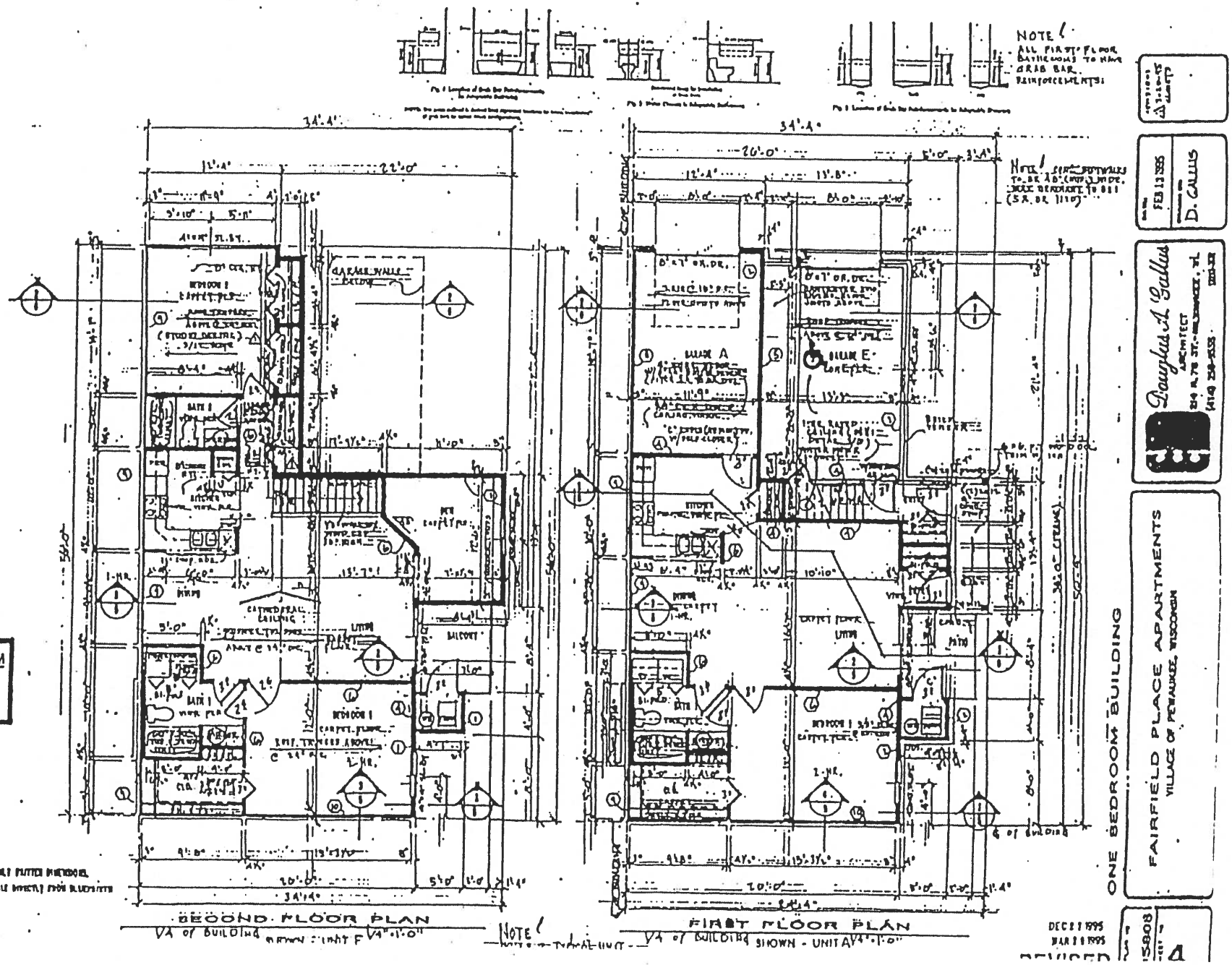
FAIRFIELD PLACE APARTMENTS
VILLAGE OF PEWAUKEE, WISCONSIN

Douglas A. Gallus
ARCHITECT

FEB 13 1995
D. GALLUS

DEC 27 1995
MAR 8 1996

108



FAIRFIELD PLACE, A CONDOMINIUM
VILLAGE OF PEWAUKEE,
WAUKESHA COUNTY, WI.
PAGE 13 OF 15 PAGES

NOTE! THE ONLY PLOTTED DIMENSIONS
DO NOT MEASURE OR SCALE DIRECTLY FROM BLUEPRINTS

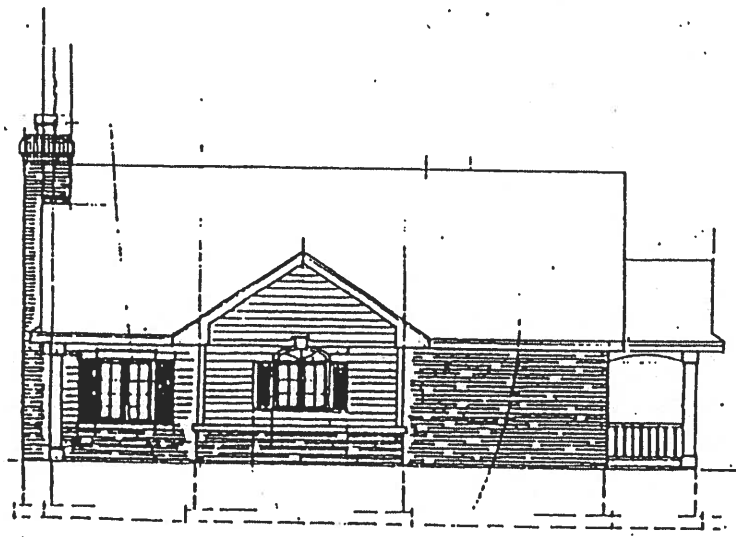
Douglas A. Gallus
ARCHITECT

D. GALLUS
FEB 13 1995

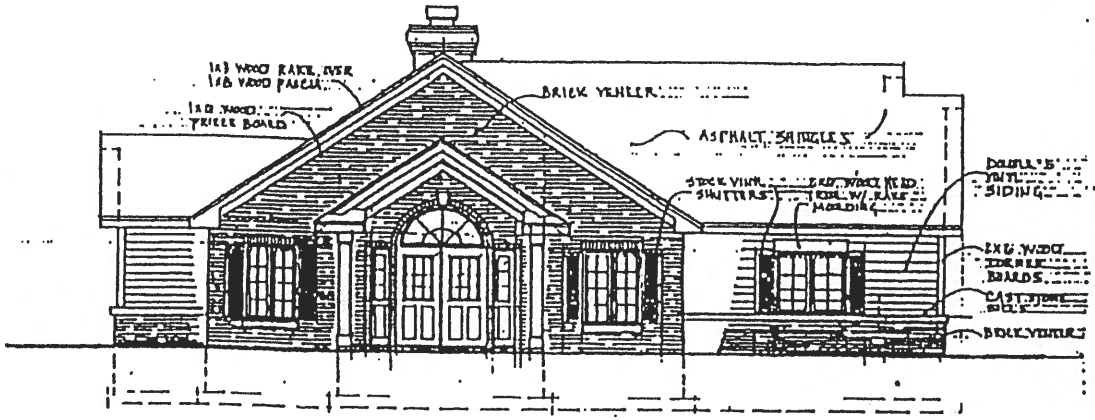
FAIRFIELD PLACE APARTMENTS
VILLAGE OF PEWAUKEE, WISCONSIN

DEC 8 1995
MAR 8 1995
REVISED

15808
4

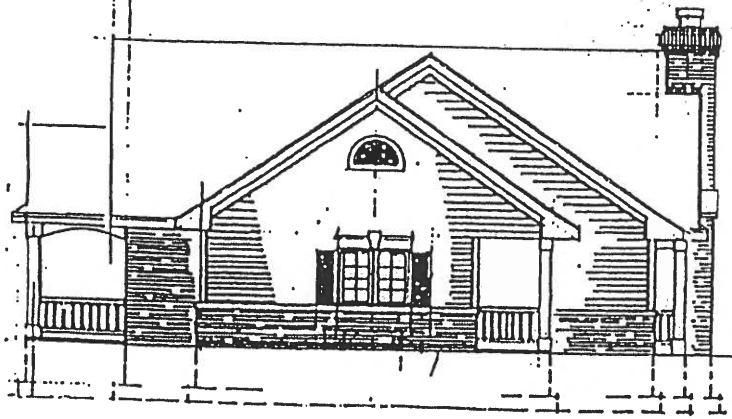


LEFT SIDE ELEVATION

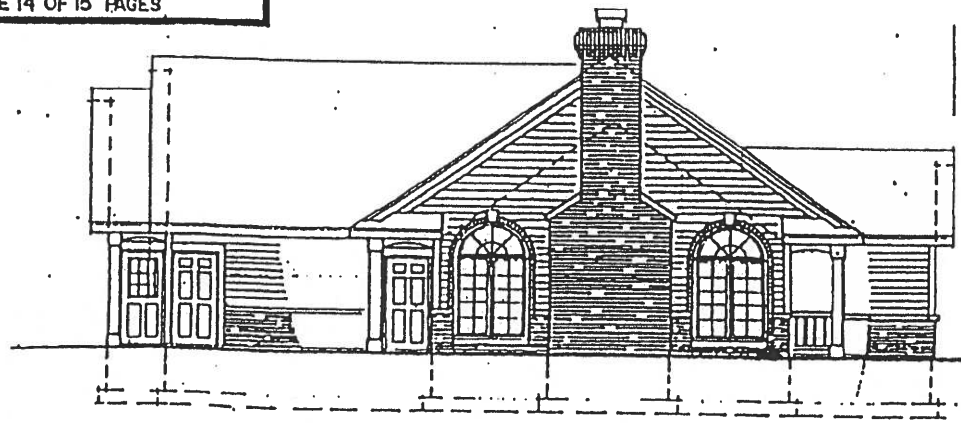


FRONT ELEVATION

FAIRFIELD PLACE, A CONDOMINIUM
VILLAGE OF PEWAUKEE,
WAUKESHA COUNTY, WI.
PAGE 14 OF 15 PAGES



RIGHT SIDE ELEVATION

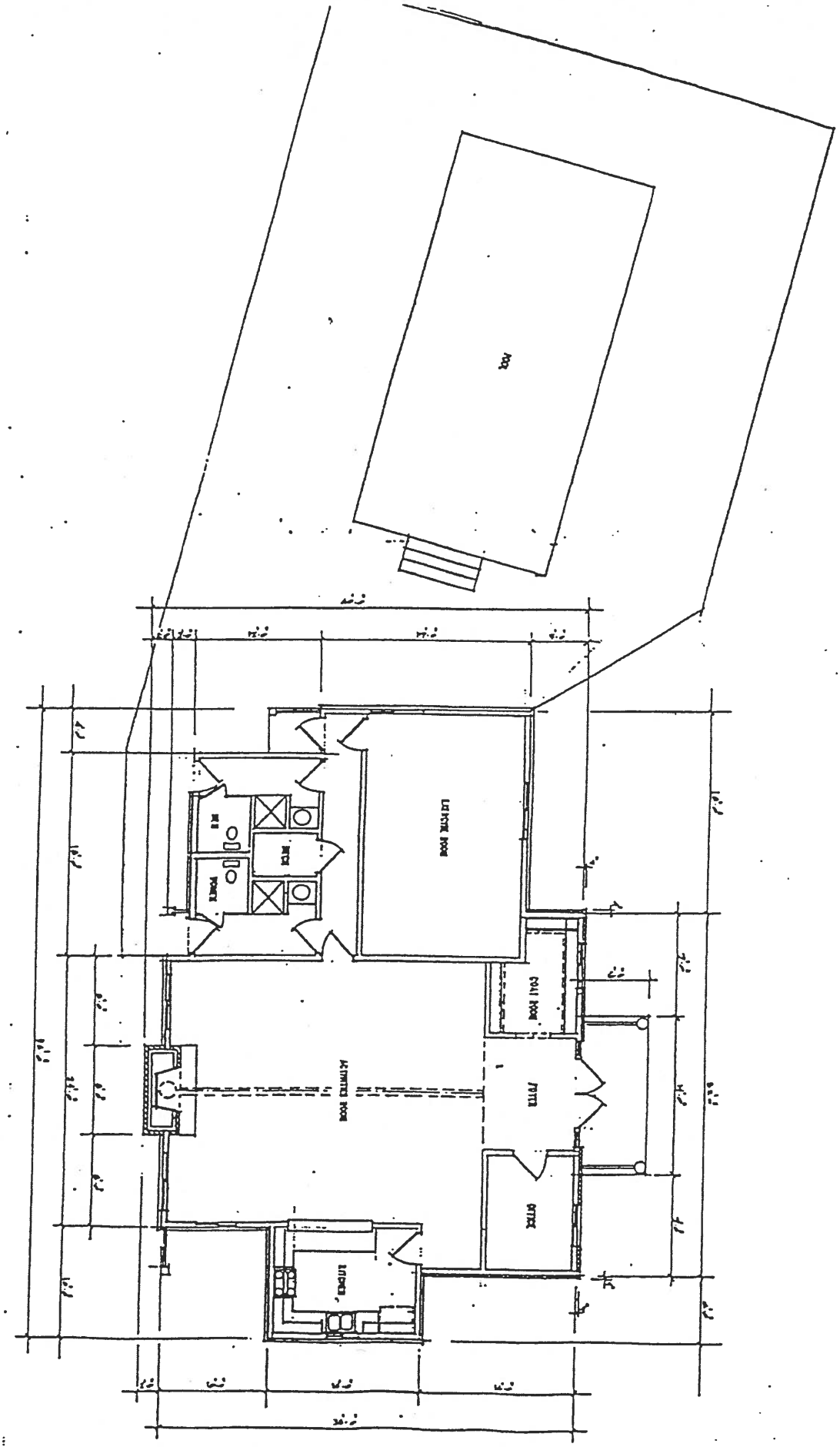


REAR ELEVATION

Douglas A. Gallisdorf
ARCHITECT
214 N. 7th ST. - MILWAUKEE, WI.

FAIRFIELD PLACE CLUBHOUSE

FAIRFIELD PLACE, A CONDOMINIUM
VILLAGE OF PEWAUKEE,
WAUKESHA COUNTY, WI.
PAGE 15 OF 15 PAGES



FLOOR PLAN

FAIRFIELD PLACE CLUBHOUSE

Douglas A. Gallus
ARCHITECT
214 N. 76 ST. - MILWAUKEE, WI.

FAIRFIELD PLACE ASSOCIATION, LTD.

AMENDMENTS TO

CONDOMINIUM DOCUMENTS

BYLAW AMENDMENT

Pursuant to Article X, Section 10.1 of the Bylaws of Fairfield Place Association, Ltd. The following amendment is hereby approved as of September 22, 1999:

Resolved: (1.) SECTION 11.2 of the Declaration of condominium of Fairfield Place Association, Ltd. is amended to read that notwithstanding any other language in this Declaration each individual unit owner shall be fully responsible for the repair and maintenance of any plumbing which is contained within an interior or exterior wall and which serves solely that individual unit owner.

(2.) SECTION 14 of the Declaration of Condominium of Fairfield Place Association, Ltd. is amended to remove any obligation on the part of the Association or its insurance company to be responsible for the repair or maintenance of the interior plumbing referenced in paragraph one (1) above.

Proposed Bylaw Change:
The attorney for the Association has recommended an ammendment to the bylaws which reads:

Pursuant to Article X, Section 10.1 of the Bylaws of Fairfield Place Association, Ltd. The following amendment is hereby approved as of 9-21-99:

Resolved: (1.) SECTION 11.2 of the Declaration of condominium of Fairfield Place Association, Ltd. is amended to read that notwithstnading any other language in this Declaration each individual unit owner shall be fully responsible for the repair and maintenance of any plumbing which is contained within an interior or exterior wall and which serves solely that individual unit owner.

(2.) SECTION 14 of the Declaration of Condominium of Fairfield Place Association, Ltd. is amended to remove any obligation on the part of the Association or its insurance company to be responsible for the repair or maintenance of the interior plumbing referenced in paragraph one (1) above.

The change is necessary because the current bylaws state the Association is responsible for any pipes encased within the wall. It doesn't become the responsibility of the owner to maintain until the plumbing comes out of the interior wall. This bylaw is relieving the Association of the coverage liability and shifting it to the unit owner when the pipe services solely that unit. The pipe coming into the building would still be covered by the Association policy until it splits to carry water to an individual unit. This is necessitated by previous claims and our current $5,000 deductible for any water related damage. Homeowners should contact their own insurance policy to ensure that they have adequate coverage for this change.

A question was raised about what owners need to show their insurance company related to this change. If it is changed a unit owner should take a copy of the amendment to their insurance carrier to ensure that they have adequate coverage. The entire Association will need to vote on this bylaw change.

A resident asked for clarification on where exactly the ownership responsibility of the pipes lies. If a pipe serves a single unit, then from the point that the pipe serves a single unit, through to the fixtures within that unit, the pipe would be the responsibility of the unit owner.

Simply put, anything from where the pipe splits off to a unit is the responsibility of the unit owner serviced by that pipe. The owners insurance is responsible for any damage whether that pipe is in the outside wall, inside wall, ceiling, floor, or in another unit. The only pipes that the Association coverage would apply to are the outside water spigots, and the main water pipe coming into the manifold before it splits it to the individual units.

The reason we're doing this, if we have 3 pipes burst again this coming winter, and we're on a $5,000 deductible - that's $15,000 that the Association is going to have to pay causing a special assessment to all owners. This would cost each owner more than any increase in an individual homeowner's insurance premium. In theory, this bylaw change is creating a responsibility on the part of the unit owner for any pipe leak or burst, even if it is in an interior wall, as long as that pipe solely served that owner's unit.

A question was raised about who covers the damage when a pipe breaks in an upper unit that causes damage in a lower unit. The response was that the upper unit owners insurance would have to cover the damage as the pipe was solely servicing the upper unit.

FAIRFIELD PLACE ASSOCIATION, LTD.

AMENDMENTS TO

CONDOMINIUM DOCUMENTS

BYLAW AMENDMENT

Pursuant to Article X, Section 10.1 of the Bylaws of Fairfield Place Association, Ltd. The following amendment is hereby approved as of September 22, 1999:

Resolved: (1.) SECTION 11.2 of the Declaration of condominium of Fairfield Place Association, Ltd. is amended to read that notwithstanding any other language in this Declaration each individual unit owner shall be fully responsible for the repair and maintenance of any plumbing which is contained within an interior or exterior wall and which serves solely that individual unit owner.

(2.) SECTION 14 of the Declaration of Condominium of Fairfield Place Association, Ltd. is amended to remove any obligation on the part of the Association or its insurance company to be responsible for the repair or maintenance of the interior plumbing referenced in paragraph one (1) above.

Proposed Bylaw Change:
The attorney for the Association has recommended an ammendment to the bylaws which reads:

Pursuant to Article X, Section 10.1 of the Bylaws of Fairfield Place Association, Ltd. The following amendment is hereby approved as of 9-21-99:

Resolved: (1.) SECTION 11.2 of the Declaration of condominium of Fairfield Place Association, Ltd. is amended to read that notwithstnading any other language in this Declaration each individual unit owner shall be fully responsible for the repair and maintenance of any plumbing which is contained within an interior or exterior wall and which serves solely that individual unit owner.

(2.) SECTION 14 of the Declaration of Condominium of Fairfield Place Association, Ltd. is amended to remove any obligation on the part of the Association or its insurance company to be responsible for the repair or maintenance of the interior plumbing referenced in paragraph one (1) above.

The change is necessary because the current bylaws state the Association is responsible for any pipes encased within the wall. It doesn't become the responsibility of the owner to maintain until the plumbing comes out of the interior wall. This bylaw is relieving the Association of the coverage liability and shifting it to the unit owner when the pipe services solely that unit. The pipe coming into the building would still be covered by the Association policy until it splits to carry water to an individual unit. This is necessitated by previous claims and our current $5,000 deductible for any water related damage. Homeowners should contact their own insurance policy to ensure that they have adequate coverage for this change.

A question was raised about what owners need to show their insurance company related to this change. If it is changed a unit owner should take a copy of the amendment to their insurance carrier to ensure that they have adequate coverage. The entire Association will need to vote on this bylaw change.

A resident asked for clarification on where exactly the ownership responsibility of the pipes lies. If a pipe serves a single unit, then from the point that the pipe serves a single unit, through to the fixtures within that unit, the pipe would be the responsibility of the unit owner.

Simply put, anything from where the pipe splits off to a unit is the responsibility of the unit owner serviced by that pipe. The owners insurance is responsible for any damage whether that pipe is in the outside wall, inside wall, ceiling, floor, or in another unit. The only pipes that the Association coverage would apply to are the outside water spigots, and the main water pipe coming into the manifold before it splits it to the individual units.

The reason we're doing this, if we have 3 pipes burst again this coming winter, and we're on a $5,000 deductible - that's $15,000 that the Association is going to have to pay causing a special assessment to all owners. This would cost each owner more than any increase in an individual homeowner's insurance premium. In theory, this bylaw change is creating a responsibility on the part of the unit owner for any pipe leak or burst, even if it is in an interior wall, as long as that pipe solely served that owner's unit.

A question was raised about who covers the damage when a pipe breaks in an upper unit that causes damage in a lower unit. The response was that the upper unit owners insurance would have to cover the damage as the pipe was solely servicing the upper unit.

FAIRFIELD PLACE

Party Room
Rules & Regulations

- *The Party Room is only available on a reservation basis for private parties hosted by a Fairfield Place resident.*
- *It may not be reserved on a regular basis (i.e. every Wednesday, etc.)*
- *Residents hosting a party MUST be present at the party from the arrival of the first guest to the end of the party until all of the guests have left.*
- *The EXERCISE ROOM may NOT be used at all for a private party. As a Courtesy to all of the residents who do use the exercise room, this will be strictly enforced.*
- *The POOL may not be used at all for a private party. As a courtesy to all of the residents who do use the pool, this will be strictly enforced.*
- *Limited Number of Guests: Maximum 25.*
- *Your Guests may park directly in front of the Clubhouse, but may NOT use any other parking spaces which are designated for our residents. It will be your responsibility to advise guests of the parking areas and if necessary to direct them to a proper place.*
- *The following hours have been set as a courtesy for our residents:*
  Monday thru Thursday & Sunday *from 9:00 am. to 10:00pm.*
  Friday & Saturday *from 9:00am. to 12:00am.*
- *Music and other noises both inside and outside of the Party Room must be kept to a minimum.*
- *Signs, decorations, etc. may NOT be affixed to any of the walls or doors of the Party Room or Clubhouse. Cost to repair the above or any additional damage will be paid by the resident reserving the room.*
- *All personal property must be supplied by the resident (cups, plates, silverware, etc.) and removed at the end of the reserved period. The Association will not be responsible for items delivered to or not removed from the party room.*

Party Room
Rules & Regulations
(continued)

- *No animals are allowed in or outside of the party room*
- *All furniture is to be returned to its original position. Counters and tables are to be wiped, carpet is to be vacuumed, floors mopped and trash is to be taken to the residents home to be disposed of.*
- *Teenage parties must be attended by a parent(s) who is a resident at Fairfield Place, during the entire reserved period.*
- *A fee of $50.00 for weekends and $25.00 for weekdays must be paid at the time reservation of the Party Room is made. Checks made payable to: Fairfield Place Association, Ltd. This fee will go towards regular cleaning services and the upkeep of the Clubhouse and is non- refundable.*
- *Upon inspection of the Party Room after each use by a designated member of the Association will determine if there is any damage. Upon determination of such damage, a replacement/repair fee will be established and would be the sole responsibility of the resident reserving the room.*
- *There is NO SMOKING at any time in any area of the Clubhouse. Please inform your guests of this rule. Signs are posted.*
- *Reservations must be made in advance. The Association will keep a schedule for booking the Party Room. No refunds will be given should cancellations occur. Your key will be active for a 24 hour period on the day of the party (unless other arrangements are made).*
- *All ordinances, state and local laws must be strictly observed by everyone using the Party Room.*

Any questions or concerns regarding the above regulations must be taken care of PRIOR to your party function. The Association does reserve the right to revoke future use of the Party Room if the above regulations are not followed.

Fairfield Place Condominiums

Fitness Center Rules and Regulations

- The Fitness Center will be accessible 24 hours per day, 7 days per week. Each unit will receive 1 (one) pass key to the outside door.
- The Fitness Center is open to FAIRFIELD PLACE OWNERS ONLY!! (that live here) or your key will become invalid.
- Children under 16 are not permitted due to insurance policy.
- No wet swimsuits or food allowed. Please wipe off suntan oil/lotion before using equipment.
- Equipment must be used solely for the purposes intended and according to the Owners/Instruction manuals.
- Owners/Instruction manuals are to remain in the Fitness Center.
- Television remote control must be returned to its designated area after each use.
- Persons using this facility do so at their own risk. The Association is not responsible for accidents.
- The Association reserves the right to deny use of these facilities to anyone at anytime.
- The Fitness Center may also be closed at anytime deemed necessary by the association.

All owners and guests are expected to follow the above rules and regulations. If violation is found by an owner or their guests, the unit owner will be subject to a $100 daily fine until violation is corrected.

Fairfield Place Condominiums

Swimming Pool Rules and Regulations

To ensure the use and enjoyment of the pool and deck by owners and their guests, the following will apply.

OPEN: From Memorial Day to Labor Day (or weather permitting) 8AM – 10PM

GUESTS: 2 guests per unit providing space is available. Unit Owner must be present at all times with guest. No key is to be given out.

GENERAL:

- Children under 14 years old must be accompanied by an adult at all times.
- Bathrooms/showers are available.
- The use of non-breakable containers is required – NO glass objects are allowed.
- The pool is closed to anyone having colds, contagious diseases, open wounds, or wearing bandages.
- Pets are never permitted in the pool area.
- The Association is not responsible for accidents.
- No lifeguard is on duty. Persons using facilities do so at their own risk.
- Any activity which deprives others of enjoyment such as excessive radio playing, ball playing splashing, running or unnecessary noise is prohibited.

The Association reserves the right to deny the use of the pool to anyone at anytime and also to close the pool at anytime deemed necessary.

All owners and guests are expected to follow the above rules and regulations. If violation is found by an owner or their guests, the unit owner will be subject to a $100 daily fine until violation is corrected. In addition keys will be revoked if the Board believes you have violated these rules.

Your cooperation will be greatly appreciated by all residents, as well as the Association.

Fairfield Place Condominium Association
Rules and Regulations
9.15.2015

Section 1: Delinquency:

1st of each month – Condo fee is due

10th of each month - $25.00 late fee to be charged for each month condo fee is late (Grace Period)

90 Days Past Due – Account will be turned over to Attorney for collection. Owner will be responsible for all legal costs incurred while collection debt.

Section 2: Transfer Fee:

Upon the sale of a unit and at the time of the unit's closing, the new Unit owner(s) shall make a payment to the Association in the amount of two (2) months of the regular annual Association assessment as in effect at the date of the closing.

FA01 Fairfield Place Association, Ltd.
2019-2020 Budget
11/01/2019

	Description	Actual 2018	Actual YTD 2019	Projected Year End 2019	Budget 2019	Budget 2020
	Revenue					
4500-0000	Association Fees	$291,200.00	$271,040.00	$ 271,040.00	$295,680.00	$ 302,400.00
5017-0000	Insurance Claim	$ -	$ 22,067.00	$ 22,067.00	$ -	$ -
5050-0000	Late Fee	$ 1,125.00	$ 950.00	$ 950.00	$ -	$ -
5055-0000	Returned Check Fee	$ 150.00	$ 260.00	$ 260.00	$ -	$ -
5095-0000	Key & Lock Fees	$ 75.00	$ 50.00	$ 50.00	$ -	$ -
5170-0000	Clubroom Rental	$ 700.00	$ 1,025.00	$ 1,025.00	$ 900.00	$ 900.00
5285-0000	Capital Contribution	$ 3,880.00	$ 3,960.00	$ 3,960.00	$ 2,000.00	$ 2,000.00
5755-0000	Interest on Bank Accounts	$ 416.00	$ 726.00	$ 726.00	$ 400.00	$ 700.00
	Total Revenue	$297,546.00	$300,077.00	$ 300,077.00	$298,980.00	$ 306,000.00
	Expenses					
6310-0000	Electric Common Area	$ 12,444.00	$ 9,489.00	$ 9,489.00	$ 12,000.00	$ 12,000.00
6340-0000	Water & Sewer	$ 44,270.00	$ 32,470.00	$ 32,470.00	$ 40,000.00	$ 40,000.00
6420-0305	Driveways / Roadways	$ -	$ 95.00	$ 95.00	$ -	$ 15,000.00
6420-0660	Maintenance - General	$ 32,892.00	$ 30,110.00	$ 30,110.00	$ 25,000.00	$ 25,000.00
6420-0710	Painting	$ 1,045.00	$ -	$ -	$ 10,000.00	$ 10,000.00
6420-0840	Refuse Removal	$ 27,644.00	$ 33,058.00	$ 33,058.00	$ 27,000.00	$ 34,000.00
6460-0100	Landscape Maintenance	$ 15,581.00	$ 4,236.00	$ 4,236.00	$ 10,000.00	$ 10,000.00
6460-0500	Lawn Services	$ 15,153.00	$ 10,963.00	$ 10,963.00	$ 16,000.00	$ 16,000.00
6460-0800	Pond Maintenance & Supplies	$ 3,947.00	$ 3,501.00	$ 3,501.00	$ 4,000.00	$ 4,000.00
6460-0860	Snow Removal	$ 17,272.00	$ 12,360.00	$ 12,360.00	$ 17,500.00	$ 15,450.00
6470-0360	Fitness Center Expense	$ -	$ -	$ -	$ 200.00	$ 200.00
6470-0400	Pool Maintenance	$ 6,352.00	$ 9,938.00	$ 9,938.00	$ 7,000.00	$ 7,000.00
6475-0010	Clubhouse - Electric	$ 2,686.00	$ 1,934.00	$ 1,934.00	$ 2,500.00	$ 2,500.00
6475-0050	Clubhouse - Cable	$ 2,205.00	$ 2,123.00	$ 2,123.00	$ 2,000.00	$ 2,000.00
6475-0220	Clubhouse - Cleaning	$ 960.00	$ 936.00	$ 936.00	$ 1,000.00	$ 1,000.00
6475-0250	Clubhouse - Facility Supplies	$ 50.00	$ 66.00	$ 66.00	$ 100.00	$ 100.00
6475-0360	Clubhouse - Maintenance Ge	$ 2,379.00	$ 137.00	$ 137.00	$ 600.00	$ 500.00
6480-0400	Security - Camera	$ -	$ -	$ -	$ 100.00	$ 100.00
6480-0600	Sprinkler System	$ 401.00	$ 178.00	$ 178.00	$ 2,000.00	$ 2,000.00
6480-0640	Fire Alarms - Repairs	$ 5,087.00	$ 899.00	$ 899.00	$ 2,500.00	$ 2,500.00
6520-0200	Bad Debt Expense	$ 75.00	$ -	$ -	$ -	$ -
6520-0220	Banking Fees	$ 30.00	$ 72.00	$ 72.00	$ -	$ -
6520-0480	Reimbursable Legal Fees	$ (98.00)	$ 346.00	$ 346.00	$ -	$ -
6520-0560	Legal Counsel Fees	$ 514.00	$ 425.00	$ 425.00	$ 500.00	$ 500.00
6520-0580	Licenses, Fees & Permits	$ 330.00	$ 1,911.00	$ 1,911.00	$ 330.00	$ 1,000.00
6520-0640	Misc. Expenses	$ -	$ 22,752.00	$ 22,752.00	$ 2,000.00	$ -
6520-0680	Office Services	$ 2,999.00	$ 2,180.00	$ 2,180.00	$ 3,000.00	$ 3,000.00
6530-0100	Management Fee	$ 16,200.00	$ 15,850.00	$ 15,850.00	$ 17,400.00	$ 17,400.00
6610-0000	Property Insurance	$ 34,908.00	$ 19,313.00	$ 19,313.00	$ 32,000.00	$ 32,000.00
6650-0000	Workers Compensation Insur	$ (680.00)	$ -	$ -	$ 900.00	$ 900.00
6710-0000	Real Property Taxes	$ 496.00	$ 491.00	$ 491.00	$ 400.00	$ 400.00
8100-0220	Sidewalk & Stoops	$ 3,800.00	$ -	$ -	$ -	$ -
8100-0950	Dryer Vents	$ 20,528.00	$ -	$ -	$ -	$ -
8100-2618	Special Projects	$ 968.00	$ 19,800.00	$ 19,800.00	$ -	$ -
8500-0100	Reserve 1 Payable	$ 36,000.00	$ 57,706.00	$ 57,706.00	$ 62,950.00	$ 51,450.00
8500-9999	Reserve Transfer	$ (36,000.00)	$ (57,706.00)	$ (57,706.00)	$ (62,950.00)	DO NOT ENTER
	Total Expenses	$270,436.00	$235,633.00	$ 235,633.00	$236,030.00	$ 306,000.00
	Net Operating Income	$ 27,109.00	$ 64,444.00	$ 64,444.00	$ 62,950.00	$ -

EXECUTIVE SUMMARY

Fairfield Place Condominium Association

Pursuant to Section 703.33(l)(h) Wisconsin Statutes, provided below is the Executive Summary setting forth the following information:

1. **Condominium Identification**: The name of the condominium is Fairfield Place Condominium.

2. **Expansion Plans**: The Declarant has no further plans to expand the condominium.

3. **Governance**: The Condominium Association shall be governed by its Owners, but managed by Prospect Management Company. The contact information is as follows:

   Prospect Management Company
   5645 N. Green Bay Avenue
   Milwaukee, Wisconsin 53209
   Phone: 414-540-0004
   Fax: 414-540-0044
   www.pmcwi.com

4. **Maintenance and Repair of Units**: Unit Owners are responsible for the maintenance and repair of their units, any doors, windows, patio doors, garage doors, garage screens and screening, light fixtures and water lines that serve unit, water heaters and discharge lines, water softeners and decorating to unit. See Bylaws, Article VII, Section 7.1 – 7.3, Declaration, Sections 6.1.4, 11.2-11.4, and 12..

5. **Maintenance, Repair and Replacement of Common Elements**: The Association is responsible for the maintenance, repair and replacement of common elements and limited common elements. Any expenses incurred in the maintenance or repair of common elements will be a common expense of the Association, however unit owners may be charged back if damages have occurred by unit owners. See Article 12, Section 12.4 of the Declaration and Article VII, Section 7.2 of the Bylaws.

6. **Rental of Units**: Unit owners may rent units out with language in lease that tenants must follow and obey all rules and regulations in the declaration and bylaws or tenant can be evicted. See Declaration Section 6.1.1 and 6.1.6.

7. **Unit Alterations**: Unit Owners may alter their units provided that they take no action which will materially change any common walls. No objects or structures shall be placed upon limited common elements without consent of the board of directors. See Bylaws, Article VII, Section 7.3, and Declaration, Section 6, 8, & 11.3.

8. **Parking**: In addition to the appurtenant parking garage for each unit, each unit shall have the use of an outdoor paved parking space as shown on the condominium plat. See Declaration 6.1.2, 6.1.9 and 8.1, Bylaws Article VII, Section 7.3.

9. **Pets**: Unit Owners may keep dogs, cats, and other indoor pets. No cat or dog shall exceed 26 inches in height or 25 pounds in weight. See Declaration 6.1.7.

10. **Amenities**: Amenities include clubhouse, fitness center, and pool. See Declaration, Section 7.

11. **Reserves**: The Association maintains a reserve fund for periodic expenses such as replacement of common elements. See Bylaws, Article V, Sections 6.1 - 6.6.

12. **Amendments**: Wisconsin law allows the unit owners to amend the condominium declaration, bylaws and other condominium documents if the required votes are obtained. Some of these changes may alter your legal rights and responsibilities with regard to your condominium unit. See Bylaw Article X, and Declaration, Section 20.

13. **Common Element Alterations**: No objects or structures shall be placed upon limited common elements without prior consent of the board of directors. See Bylaws, Article VII, Section 7.3, and Declaration, Section 6, 8, & 11.3.

14. **Working Capital Fund:** A working capital fund shall be established equal to two months initial estimated common expenses for each unit in Fairfield Place A Condominium. See Bylaws, Article VI, Section 6.5.

FAIRFIELD PLACE ASSOCIATION, LTD.

AMENDMENTS TO

CONDOMINIUM DOCUMENTS

BYLAW AMENDMENT

Pursuant to Article X, Section 10.1 of the Bylaws of Fairfield Place Association, Ltd. The following amendment is hereby approved as of September 22, 1999:

Resolved: (1.) SECTION 11.2 of the Declaration of condominium of Fairfield Place Association, Ltd. is amended to read that notwithstanding any other language in this Declaration each individual unit owner shall be fully responsible for the repair and maintenance of any plumbing which is contained within an interior or exterior wall and which serves solely that individual unit owner.

(2.) SECTION 14 of the Declaration of Condominium of Fairfield Place Association, Ltd. is amended to remove any obligation on the part of the Association or its insurance company to be responsible for the repair or maintenance of the interior plumbing referenced in paragraph one (1) above.

Proposed Bylaw Change:
The attorney for the Association has recommended an amendment to the bylaws which reads:

Pursuant to Article X, Section 10.1 of the Bylaws of Fairfield Place Association, Ltd. The following amendment is hereby approved as of 9-21-99:

Resolved: (1.) SECTION 11.2 of the Declaration of condominium of Fairfield Place Association, Ltd. is amended to read that notwithstanding any other language in this Declaration each individual unit owner shall be fully responsible for the repair and maintenance of any plumbing which is contained within an interior or exterior wall and which serves solely that individual unit owner.

(2.) SECTION 14 of the Declaration of Condominium of Fairfield Place Association, Ltd. is amended to remove any obligation on the part of the Association or its insurance company to be responsible for the repair or maintenance of the interior plumbing referenced in paragraph one (1) above.

The change is necessary because the current bylaws state the Association is responsible for any pipes encased within the wall. It doesn't become the responsibility of the owner to maintain until the plumbing comes out of the interior wall. This bylaw is relieving the Association of the coverage liability and shifting it to the unit owner when the pipe services solely that unit. The pipe coming into the building would still be covered by the Association policy until it splits to carry water to an individual unit. This is necessitated by previous claims and our current $5,000 deductible for any water related damage. Homeowners should contact their own insurance policy to ensure that they have adequate coverage for this change.

A question was raised about what owners need to show their insurance company related to this change. If it is changed a unit owner should take a copy of the amendment to their insurance carrier to ensure that they have adequate coverage. The entire Association will need to vote on this bylaw change.

A resident asked for clarification on where exactly the ownership responsibility of the pipes lies. If a pipe serves a single unit, then from the point that the pipe serves a single unit, through to the fixtures within that unit, the pipe would be the responsibility of the unit owner.

Simply put, anything from where the pipe splits off to a unit is the responsibility of the unit owner serviced by that pipe. The owners insurance is responsible for any damage whether that pipe is in the outside wall, inside wall, ceiling, floor, or in another unit. The only pipes that the Association coverage would apply to are the outside water spigots, and the main water pipe coming into the manifold before it splits it to the individual units.

The reason we're doing this, if we have 3 pipes burst again this coming winter, and we're on a $5,000 deductible - that's $15,000 that the Association is going to have to pay causing a special assessment to all owners. This would cost each owner more than any increase in an individual homeowner's insurance premium. In theory, this bylaw change is creating a responsibility on the part of the unit owner for any pipe leak or burst, even if it is in an interior wall, as long as that pipe solely served that owner's unit.

A question was raised about who covers the damage when a pipe breaks in an upper unit that causes damage in a lower unit. The response was that the upper unit owners insurance would have to cover the damage as the pipe was solely servicing the upper unit.

AMENDED AND RESTATED CONDOMINIUM DECLARATION OF FAIRFIELD PLACE, A CONDOMINIUM

640 Pewaukee Road
Pewaukee, Wisconsin 53072

3884173
REGISTER OF DEEDS
WAUKESHA COUNTY, WI
RECORDED ON
January 06, 2012 12:09 PM
James R Behrend
Register of Deeds
16 PGS
TOTAL FEE: $30.00
TRANS FEE: $0.00
Book Page -

Declarant

FAIRFIELD PLACE ASSOCIATION LTD
640 Pewaukee Road
Pewaukee, Wisconsin 53072

Pd
3D
16

Prepared By

Michael D. Janas
678 Pewaukee Road Unit E
Pewaukee Wisconsin 53072

AMENDED AND RESTATED CONDOMINIUM DECLARATION FOR FAIRF1ELD PLACE, A CONDOMINIUM

This Amended and Re-Stated Declaration is made pursuant to the Condominium Ownership Act of the State of Wisconsin, Chapter 703 of the Wisconsin Statues (hereinafter referred to as the 'Act") this 10th day of January, 2012 by Fairfield Place, Inc., a Wisconsin corporation ("Declarant").

1. **STATEMENT OF DECLARATION.**

This Amended and Re-Stated Declaration supersedes in all respect the Condominium Declaration for Fairfield Place, A Condominium dated August 16, 1996, recorded in the Offer of Register of Deeds for Waukesha County on April 10, 1996, Reel 2294, Image 1090, as Document Number 2151291. This amendment is to change paragraph 6.1.6 and amend the occupancy period and lease term from seven (7) to thirty (30) days, as stated in the section below.

The purpose of the Declaration is to submit the lands hereinafter described and the improvements constructed or to be constructed thereon to the condominium form of ownership in the manner provided by the Act and this Declaration.

Declarant hereby declares that it Is the sole owner of the real property described in Section 3 hereof, together with all buildings and improvements thereon or to be constructed thereon (hereinafter referred to as" the Property") which is hereby submitted to the condominium form of ownership as provided in the Act and this Declaration. All provisions hereof shall be deemed to run with the land and shall constitute benefits and burdens to the Declarant, its successors and assigns, and to all parties hereafter having any interest in the Property.

2. **NAME**

The real property described in Section 3 and all buildings and Improvements thereon and thereto shall be known as **FAIRFIELD PLACE, A CONDOMINIUM**.

3. **LEGAL DESCRIPTION.**

The real property subjected to In this Declaration is located in Waukesha County, Wisconsin and is described on Exhibit 'A' attached hereto and depicted on the Condominium Plat and floor plans attached hereto as Exhibit 'B' ('Condominium Plat").

4. **DESCRIPTION AND LOCATION OF BUILDINGS.**

The initial building to be constructed by Declarant shall be designated as Building 12 (•Building 12"). Building 12 and any other buildings to be constructed pursuant to this Declaration shall consist of eight (8) living units, shall be two (2) stories in height and shall have four (4) living units on each floor. The address of Building 12 is 678 Pewaukee Road, Pewaukee, Wisconsin 53072. Each living unit shall include a one-car garage attached to the building. The units are more fully described on the floor plans attached hereto as Exhibit 'B'. Declarant reserves the right to change the layout, site plan, and/or dimensions of buildings and units shown on Exhibit 'B' which have not been constructed as of the date of this Declaration.

Declarant reserves the right to expand the condominium without the consent or approval of any unit owner, at any time and from time to time by subjecting any or all of the real property described on Exhibit 'A-1' ('Expansion Property') to this Declaration and constructing no more than a total of one hundred and twelve (112) units on the Property and Expansion Property. The right of expansion reserved herein shall be exercised by the recording of one 01 more amendments to this Declaration in the Office of the Register of Deeds for Waukesha County, Wisconsin.

5. IDENTIFICATION OF UNITS

Identification. As used herein a "unit" is that part of a building located on the condominium Property intended for individual, private use, comprised of one or more cubicle of air at one or more levels of space having outer boundaries formed by the interior surfaces of the perimeter walls, floors, ceilings, windows, window frames, doors and door frames of the buildings, as said boundaries are shown on the building and floor plans attached hereto as Exhibit "B", together with all fixtures and improvements therein contained.

6. RESTRICTIONS

6.1 Building Restrictions. The buildings and units constructed or to be constructed on the Property shall in each instance comply with each of the following conditions and restrictions:

6.1.1 **Residential Use.** All biddings shall be used for residential purposes only. Except for the clubhouse and the swimming pools, no buildings shall be constructed on the Property for other than residential use. No structure, trailer, tent, shack or barn, temporary or otherwise except for those maintained by Declarant, its successors and assigns shall be placed or maintained on any portion of the Property without the consent of the Association (as hereinafter defined). No trade or business shall be conducted on the condominium Property or from any unit Notwithstanding the foregoing, Declarant reserves the right for a period of ten (10) years from the date of this Declaration to cause one of more of the units it owns to be maintained as a model unit and to display such models and the common elements of the condominium (as defined in Section 7 below).

6.1.2 **Garages.** In addition to the appurtenant parking garage for each unit, each unit shall have the use of outdoor paved parking spaces as shown on the Condominium Plat Unit owners may park automobiles on the driveway in front of their respective garage unit however, at no time may any unit owner allow boats, snowmobiles, motorcycles, abandoned vehicles, trucks, motor homes, recreational vehicles or trailers to be parked overnight on driveways.

6.1.3 **Fences.** No fences are allowed to be constructed or erected within FAIRFIELD PLACE, A CONDOMINIUM.

6.1.4 **Building Exteriors and Maintenance.** To maintain the quality and pleasant appearance of Fairfield Place, A Condominium, all buildings shall be of uniform appearance and shall maintain the exact same exterior paint, roof, aluminum siding and brick colors. The buildings shall be maintained in pristine condition. All exterior replacement items, such as windows, siding, doors, garage doors, roofing, etc., and all window treatments shall be the same manufacturer, product and color as originally installed in the building. If the original product or color is no longer available, substitution of the product or color shall be allowed with the prior written consent of the Association.

6.1.5 **Signage.** Except for Declarant's marketing and sales signs, no exterior signage of any kind or size shall be allowed in the common elements, attached to the buildings, displayed on the buildings, or displayed from a unit window.

6.1.6 **Occupancy.** Individual units in the condominium Property shall not be used or occupied by any person or persons for a period of less than thirty (30) consecutive days, except with the written approval of the Association. Any owner (including Declarant) may enter into a lease of a unit ("Lease") on whatever terms and conditions the unit owner may wish provided that in each instance the Lease shall: (a) be for a term of not less than thirty (30) days (b) be in writing and signed by both the unit owner and tenant and contain a provision that any breach of this Declaration, the Association's rules and regulations or the By-Laws shall also be a breach of the Lease; and, (c) provide that any breach of the Lease may be enforced by the Association. Unit owners shall provide the Association with a current tenant list with the name, address and telephone number of each tenant. No rooms in any unit may be rented and no transient tenants shall be allowed to reside in a unit.

6.1.7 Pets. No cat or dog shall be permitted in a unit if in excess of twenty-six (26) inches in height or twenty-five (25) pounds in weight The Association shall have the right to adopt such additional height, weight and other restrictions as the Board of Directors of the Association deems reasonable in their sole discretion. No pets shall be allowed at large within the common elements. Pets shall at all times be leashed and within the immediate control of a person when outside of a unit All solid waste shall be picked up by the person attending the pet and disposed of in the manner prescribed by the Association. Pet owners shall exercise reasonable diligence to prevent their pet from being a nuisance or annoyance to other unit owners or occupants. Any and all costs of repairing damage caused by a pet shall be borne by its owner.

6.1.8 Antennas. No antennas, aerials or cable for television or radio reception shall be erected or installed on or in any roof or any other portion of the Property, except any community antennas or cable receivers erected by Declarant or its successors and assigns.

6.1.9 Obstructions. No unit owner shall cause or permit the common elements (as defined below) to be used as to deny to others the full use of the common elements. Accordingly, there shall be no obstruction of any of the common elements, other than as may be necessary for the construction or reconstruction of a building on the Property. Junked, inoperative or unlicensed vehicles shall not be permitted anywhere on their Property. Traitors, vans, trucks, campers, camping trucks, house trailers, utility trailers, equipment, boats, boat trailers, motorcycles, mopeds, motorized bicycles, snowmobiles or land vehicles or the like shall not be stored, parked or placed on the Property except in such places designated by the Board of Directors of the Association.

6.1.10 Nuisance. No noxious or offensive activity shall be carried on in any units or in the common elements nor shall anything be done therein which is or which may become a nuisance or annoyance to others or which will cause the cancellation of insurance or increase the rate of Insurance on any unit or on the common elements without the prior written consent of the Association. Conduct of each unit owner or their tenants should be free from Immoral, improper, annoying or offensive activity. All occupants of units shall comply with all applicable governmental regulations in their use of their respective units and the common elements. No party shall commit waste to the common elements.

6.1.11 Alteration of Common Elements. No party shall alter, construct or remove the common elements or any portion thereof without the prior written consent of the Association.

6.1.12 Decks and Patios. Occupants of units shall keep their patios and decks in a clean and orderly state. Patios and decks are not to be used for storage of the personal property of the occupant, including, but not limited to. Motorcycles, bicycles, toys, baby carriages, or wagons nor shall the decks or patios be used for grilling food or drying laundry.

6.1.13 Decorations. No decorations, paper boxes, flags or other items shall be placed by a unit occupant on any building or in the common elements without the prior written consent of the Association.

6.1.14 Detention Ponds. No unit owner or occupant of a unit or any guest of any unit owner or occupant of a unit shall be allowed to swim, wade, boat, fish or in any manner whatsoever use the detention pond located on the Property. Neither the Declarant nor the Association shall be held liable for any injury or death arising out of or related to the detention ponds. Each unit owner hereby releases, waives and forever discharges Declarant and the Association from any and all claims unit owner, and its respective tenants and guests may now or may in the future have against Declarant or the Association arising out of and related to such detention ponds. Each unit owner hereby agrees to defend, Indemnify, and hold Declarant and the Association harmless from and against any and all claims, actions, causes of actions, costs and costs of action, including attorneys' fees at trial and appellate levels, arising out of or related in any manner whatsoever to the failure of the unit owner or the unit owner's tenants or their respective guests to comply with the terms of this paragraph.

6.2 Enforcement. The foregoing rules and regulations and such other rules and regulations as may be adopted by the Association from time to time shall be enforced by the Association by such means as the Association deems necessary and appropriate, including recourse to civil authorities, court action, if necessary, and monetary fines of not less than $50.00 per violation. Such fines shall be uniformly levied and shall be charged and assessed against the subject unit and may be enforced and collected in the same manner as an assessment for common expenses including the foreclosure of a lien therefore. In the event of a conflict between any rules adopted by the Association or this Declaration, the terms of this Declaration shall control.

7. COMMON ELEMENTS AND FACILITIES.

The common elements and facilities shall consist of all of **FAIRFIELD PLACE, A CONDOMINIUM,** improvements and appurtenances, except the individual units as defined above, including, without limitation: the land on which the building or buildings are located; bearing walls, floors and ceilings (except the interior surfaces thereof, which form the outer boundaries of each unit), roofs foundations, hallways, stairways, entrances and exits, pipes, ducts, electrical wiring and conduits, centralized utility services, public utility lines, water and sewer laterals, outside walls, girders, beams and support, structural parts of the building, and the walks, driveways, landscaping, clubhouse and swimming pool.

Each unit owner shall have a valid, exclusive easement of the space between the interior and exterior walls for purposes of adding additional utility outlets, wall hangings, erection of non-bearing partition walls and the like where space between the walls may be necessary for such uses, provided that the unit owner shall do nothing to impair the structural integrity of the building or the soundproofing of common walls between the units, and provided further that the common elements and facilities be restored to their former condition by the unit owner at his sole expense upon completion or termination of the use requiring the easement. Easements are hereby granted and declared for the benefit of the unit owners and the Association (hereinafter described) for the installation, maintenance, repair of common utility services in and on any part of the common elements or units.

8. LIMITED COMMON ELEMENTS.

8.1 Description. A portion of the common elements and facilities are designated as 'limited common elements.' Such limited common elements consist of patios, balconies, walks and walkways. Where two (2) units in the same building share the same driveway, such driveway shall be a limited common element shared by those units.

8.2 Use. The manner of use of the limited common element shall be governed by the By-Laws of, and such rules and regulations as they be established by, the Association of Unit Owners, and no unit owner shall decorate, landscape or adorn any limited common element, or permit such, in any manner contrary to such By-Laws and rules and regulations.

9. PERCENTAGE CF OWNERSHIP IN COMMON ELEMENTS AND FACILITIES AND SURPLUSES AND EXPENSES.

9.1 Ownership of Common Elements. Each unit owner shall own a 12.5% undivided interest in the common elements and facilities and limited common elements as a tenant in common with all other unit owners and, except as otherwise limited in this Declaration shall have the right to use and occupy the common elements and facilities and limited common elements for all purposes incident to the use and occupancy of his unit as a place of residence, and such other incidental uses permitted by this Declaration, which right shall be appurtenant to and run with his unit. If the expansion contemplated in Section 4 occurs, each unit owner's interest in the common elements shall be expressed as the percentage equivalent of a fraction with the number one (1) as the numerator and the denominator being the total number of units.

9.2 Payment of Common Surpluses and Expenses. The common surpluses and expenses of the property shall be established and shared among the unit owners with each unit sharing a 12.5% interest therein. If the expansion contemplated in Section 4 occurs, each unit owner's share of the common surpluses and expenses shall be adjusted to equal the percentage equivalent of a fraction with the number one (1) as the numerator and the denominator being the total number of units.

10. ASSOCIATION OF UNIT OWNERS.

10.1 Membership, Duties and Obligations. All unit owners shall be entitled and required to be a member of an association of unit owners to be known as **FAIRFIELD PLACE ASSOCIATION, LTD.** (herein "Association"), which shall be responsible for carrying out the purposes of this Declaration, including the exclusive management and control of the common elements and facilities and limited common elements. Such Association shall be incorporated as a non-profit corporation under the laws of the State of Wisconsin. Each unit owner *and* the occupants of the units shall abide by and be subject to all of the rules, regulations, duties and obligations of this Declaration and the By-Laws and rules and regulations of the Association.

10.2 Voting Rights. Each unit shall be entitled to one vote at meetings of the Association. Only one membership shall exist for each unit; if title to a unit is held by more than one person, the membership related to that unit shall be shared by such owners in the same proportionate interests and by the same type of tenancy in which title to the unit is held. Voting rights may not be split, and shared membership interests must be voted pursuant to the designation contained in the Membership List maintained pursuant to the By-Laws. The Declarant shall be entitled to cast the votes pertaining to any unit or units declared as a part of the condominium but not yet constructed or sold until such time as the respective units are constructed and sold by Declarant or its successors or assigns.

The respective rights, qualifications and obligations of the members shall be as set forth in the By-Laws of the Association.

10.3 Declarant Control. Notwithstanding any other provisions herein contained, Declarant, its successors and assigns, shall have the right, at its option, to appoint and remove the members of the Board of Directors and officers of the Association and to amend the By-Laws or rules and regulations of the Association, until the earlier of: (a) three (3) years from the date of first sale of a unit by Declarant, (b) thirty (30) days after the conveyance of seventy-five percent (75%) of the common element Interest to purchasers by Declarant, or (c) until such earlier time as may be determined by Declarant, subject in each case to provisions of the Act Each owner of a condominium unit in FA1RFIELD PLACE, A CONDOMINIUM shall be deemed by acceptance of any deed to any unit to agree, approve and consent to the right of Declarant to so control the Association.

10.4 Association Personnel. The Association may obtain and pay for the services of any person or entity to manage its affairs to the extent it deems advisable, and may hire such other personnel as it shall determine to be necessary or advisable for the proper operation of the condominium.

10.5 Common Services. The Association may contract for common services or utilities as may be required for each unit

10.6 Association Records. The Association shall have current copies of this Declaration, the Articles of Incorporation and the By-Laws of the Association, the Condominium Plat, any rules or regulations affecting **FAIRFIELD PLACE, A CONDOMINIUM,** and the Association's books, records and financial statements available for inspection during normal business hours by unit owners or by holders, Insurers or guarantors of first mortgages secured by condominium units in **FAIRFIELD PLACE, A CONDOMINIUM.** Upon written request, the Association shall provide a written financial statement for the preceding fiscal year to any such holder, Insurer or guarantor.

11. REPAIRS AND MAINTENANCE.

11.1 Common Elements and Facilities. The Association shall be responsible for the management and control of the common elements and facilities and shall cause the same to be kept in good, clean, attractive and sanitary conditions, order and repair. Without In any way limiting the foregoing, this shall include all painting, repairing and decorating of exteriors, maintenance and repair of walks, drives, parking areas and access routes, and maintenance of all ground, landscaping, clubhouse and swimming pool.

11.2 Individual Units and Limited Common Elements. Each unit owner shall be responsible for keeping the interior of his unit and all of its equipment fixtures and appurtenances in good order, condition and repair and in a clean and sanitary condition, and shall be responsible for decorating, painting and varnishing which may, at any time be necessary to maintain the good appearance and condition of his unit. Without In any way limiting the foregoing, In addition to decorating and keeping the Interior of the unit In good repair, each unit owner shall be responsible for the lighting fixtures, refrigerators, air-conditioning equipment, furnaces or heating equipment, dishwashers, disposal, laundry equipment such as washers and dryers, ranges, or other equipment which may be In, or connected with, the unit. Each unit owner shall keep the limited common elements appurtenant to his unit, as defined in Section 7 hereof, and as described in Exhibit 'B' in a good, clean, sanitary and attractive condition.

11.3 Prohibition Against Structural Changes By Owner. A unit owner shall not, without first obtaining the written consent of the Association, make or permit to be made any structural alterations, changes or improvements to his unit, or in or to the exterior of any building or any common or limited common elements and facilities. A unit owner shall not perform, or allow to be performed, any act or work which would impair the structural soundness or integrity of any building, or the safety of the property, or impair any easement or hereditament, without the prior written consent of the Association.

11.4 Entry for Repairs. The Association may enter any unit at reasonable times and under reasonable conditions when necessary In connection with any maintenance, construction or repair of public utilities or for any other matters for which the Association is responsible. Such entry shall be made with prior notice to the owners and with as little inconvenience to the owners as practical, and any damage caused thereby shall be repaired by the Association and treated as a common expense. The Association shall be granted a right of entry upon unit premises and any limited common elements to affect emergency repairs.

12. UNIT OWNER'S RIGHTS WITH RESPECT TO INTERIORS.

Each unit owner shall have the exclusive right to paint, repaint, tile, panel, paper or otherwise refurnish and decorate the Interior surfaces of the walls, ceilings, floors and doors forming the boundaries of his unit and all walls, ceiling, floors and doers within such boundaries, and to erect partition walls of a non-structural nature, provided that such unit owner shall take no action which in any way will materially change any common walls.

13. DESTRUCTION AND RECONSTRUCTION

In the event of a partial or total destruction affecting one or more of the units of a building or buildings, the Association shall promptly undertake to repair or reconstruct it to a condition compatible with the remainder of the condominium. On reconstruction the design, plan and specifications of any building or unit may vary from that of the original upon the approval of the Association, provided, however, that the number of square feet of any unit may not vary more than five percent (5%) from the number of square feet for such unit as originally constructed, and the location of the buildings shall be substantially the same as prior to damage or destruction.

If a condominium is damaged to an extent more than the available insurance proceeds, the condominium shall be subject to an action for partition upon obtaining the written consent of the unit

owners having seventy-five percent (75%) or more of the votes. A determination as to whether or not to reconstruct and repair the damaged premises or to subject the condominium to an action for partition shall be made within ninety (90) days from the date of the fire, casualty or disaster. In the case of partition, the net proceeds of sale together with any net proceeds of insurance shall be considered as one fund and shall be divided among all unit owners in proportion to the percentage interest in the common elements, and shall be distributed In accordance with the priority of interest in each unit.

If the Insurance proceeds are insufficient to reconstruct or repair the damaged premises and the necessary seventy-five percent (75%) or more of the votes necessary to subject the condominium to an action for partition are not obtained, then the damaged premises shall be reconstructed and repaired by the Association with the Insurance proceeds, and the owners of units shall be assessed for the deficiency in the same manner as if the deficiency is a common expense of the condominium.

14. INSURANCE.

The Board of Directors-of the Association shall obtain and maintain insurance for the common elements, clubhouse and swimming pool, and facility against loss or damage by fire and such hazards for not less than full replacement value of the property insured. The insurance shall also cover the replacement of interior walls, heating and air conditioning units, electrical wires and conduit, plumbing pipes, and heating and air conditioning duct work in the interior and exterior walls. The insurance shall be obtained in the name of the Association as trustee for each of the unit owners and their respective mortgagees as their interest may appear. Premiums shall be a common expense. To the extent possible, the insurance shall provide that the insurer waives its right of subrogation as to any claim against unit owners, the Association, and their respective servants, agents and guests, and that the insurance cannot be canceled, invalidated nor suspended on account of conduct of any one or more unit owners or the Association or their servants, agents and guests, without thirty (30) days prior written notice to the Association giving it opportunity to cure the defect within that time, The amount of protection and the types of hazards to be covered shall be reviewed by the Board of Directors at least annually and the amount of coverage may be increased or decreased at any time it is deemed necessary as determined by the Board of Directors to conform to the requirements of full insurable value.

15. LIABILITY FOR COMMON EXPENSES

At the time of the first conveyance of a unit from the Developer, the purchaser of such unit shall pay to the Association a one-time contribution to the Working Capital Fund equal to twice the monthly Association assessment in effect at the time of sale.

The costs of administration of the Association, insurance, repair, maintenance and other expenses of the common elements and facilities and limited common elements, and the common services provided to the unit owners, Including municipal water and sewer service, shall be paid for by the Association. The Association shall make assessments against the unit owners, as well as the units themselves for such common expenses and for the creation of reserves for the payment of future common expenses.

No unit owner may exempt himself or his unit ownership from liability for his contribution toward the common expenses by waiver of the use or enjoyment of any other common or limited common elements and facilities or services or by the abandonment of his unit.

A unit owner shall be liable for all assessments, or installments thereof, coming due while owning a unit. Notwithstanding the foregoing, until sixty (60) days after the first conveyance of a unit by Declarant, Declarant shall pay twenty-five percent (25%) of the assessment otherwise due hereunder on such units Declarant owns which are unsold and unoccupied. In a voluntary grant, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor for his or her share of the common expenses up to the time of the voluntary grant for which a statement of

condominium lien is recorded, without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee for such assessments.

All common expenses and assessments, when due, shall immediately become a personal debt of the unit owner and also a lien, against the unit to which the charges are assessed, until paid, if a statement of lien is filed within two years after the date the assessment becomes due. The lien is effective against a unit at the time the assessment became due regardless of when within the two year period it is filed.

All sums assessed by an association but unpaid for the share of the common expenses chargeable to any unit constitutes a lien on the unit and on the undivided interest in the common elements appurtenant thereto prior to all other liens except:

A. Liens of general and specific taxes;
B. All sums unpaid on a first mortgage recorded prior to the making of the assessment;
C. Mechanic's liens filed prior to the making of the assessment;
D. All sums unpaid on any mortgage loan made under Section 45.80 of the Wisconsin Statutes.

All common surpluses of the Association shall be credited to the unit owners' assessments for common expenses with each unit having a pro rata share of said surpluses or shall be used for any other purposes as the Association decides.

16. PARTITION. SUBDIVISION: CONVERSION TO CONDOMINIUM

16.1 Partition. There shall be no partition of the common elements and facilities and limited common elements through judicial proceedings or otherwise, except as otherwise provided in this Declaration, until this Declaration is terminated and the Property is withdrawn from its terms or from the terms of the applicable statutes regarding unit ownership or condominium ownership.

16.2 Subdivision; Condominium Conversion. No unit may be subdivided or separated without receiving prior written approval from the Declarant which may be withheld in the Declarant's sole discretion. An individual unit owner may, upon approval from the Declarant, declare his unit to be a condominium for the purpose of selling or using the individual apartments as separate condominium units. Any condominium declaration for such unit shall specify the Association described herein as its 'master association" under the Act. and shall further delegate all the existing powers and duties with regard to such unit to the Association as a master association under the Act, so that all powers and duties of the Association described herein shall be retained and exercised by the Association. The new condominium and its unit owners shall have and divide the ownership percentage, voting rights and obligations as to common expenses of the unit which was converted to condominium ownership. Any and all costs incurred by Declarant in reviewing a request for subdivision or conversion shall be paid by the party applying for such conversion.

17. CONVEYANCE TO INCLUDE INTERESTS IN COMMON ELEMENTS AND FACILITIES AND LIMITED COMMON ELEMENTS.

The percentage of the undivided interest in the common and limited common elements and facilities shall not be separated from the unit to which it appertains. No unit owner shall execute any deed, mortgage, lease or other instrument affecting title to such unit ownership without including therein both his interest in the unit and his corresponding percentage of ownership in the common and limited common elements and facilities, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, lease or other instrument purporting to affect the one without including also the other shall be deemed and taken to include the interest so omitted even though the latter is not expressly mentioned or described therein.

18. EASEMENTS, RESERVATIONS AND ENCROACHMENTS

18.1 Utilities. Easements are hereby declared and granted for the benefit of the unit owners and the Association and reserved for the benefit of the Declarant for utility purposes, including the right to install, lay, maintain, repair and replace water mains and pipes, sewer lines, gas mains, telephone wires and equipment, master television cable or antenna system wires and equipment, and electrical conduits and wires and equipment, including power transformers, over, under, along and on any part of the common elements and facilities, including the limited common elements, to service the condominium Property. Declarant reserves the right to grant easements upon, over, through and across the common elements and limited common elements for furnishing any kind of utility service or for ingress and egress to and from the Property and to and from the Expansion Property.

18.2 Encroachments. In the event that by reason of the construction, reconstruction, settlement, or shifting of any building, or the design or construction of any unit, any part of the common elements and facilities, or limited common elements, encroaches or shall hereafter encroach upon any part of any unit, or any part of any unit encroaches or shall hereafter encroach upon any part of the common elements and facilities, or limited common elements, or any portion of any unit encroaches upon any part of any other unit, valid easements for the maintenance of such encroachment are hereby established and shall exist for the benefit of such unit so long as all or any part of the building containing such unit shall remain standing, and unit and common element boundaries shall be as provided in the Act. Provided, however, that in no event shall a valid easement for any encroachment be created in favor of the owner of any unit or in favor of the owner or owners of common elements or facilities, or limited common elements, if such encroachment occurred due to the willful and knowing conduct of said owner or owners.

18.3 Rights of Ingress and Egress. Each unit owner shall have an unrestricted right of Ingress and egress to and from his or her unit, clubhouse and common areas, that shall be perpetual and pass with the unit upon transfers of ownership.

18.4 Binding Effect. All easements and rights described in this Section 18 are easements appurtenant, running with the land and are subject to the reasonable control of the Association. All easements and rights described herein are granted and reserved to, and shall inure to the benefit of and be binding on, the undersigned, its successors and assigns, and on all unit owners, purchasers and mortgagees and their heirs, personal representatives, successors and assigns. The Association or the Declarant shall have the authority to execute and record all documents necessary to carry out the intent of this Section 18.

19. RIGHTS OF ACTION: FAILURE OF ASSOCIATION TO INSIST ON STRICT PERFORMANCE NOT WAIVER

19.1 Rights of Action. If any unit owner fails to comply with this Declaration or the By-Laws or decisions made by the Association, the Association or any other unit owner may sue such unit owner for damages caused by the failure or for injunctive relief, and such unit owner shall be responsible for any and all legal fees incurred by the Association. In addition, the Association shall have the enforcement authority contained in the By-Laws of the Association.

19.2 No Waiver. The failure of the Association to insist, in any one or more instances, upon the strict performance of any of the terms, covenants, conditions or restrictions of this Declaration, or to exercise any right or option herein contained, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment for the future of such term, covenant, condition or restriction, but such term, covenant, condition or restriction shall remain in full force and effect. The receipt by the Association of payment of any assessment from a unit owner, with knowledge of the breach of any covenant hereof, shall not be deemed as a waiver of such breach, and no waiver by the Association of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Association.

20. AMENDMENTS TO DECLARATION.

Except as otherwise provided herein, this Declaration may be amended with the written consent of unit owners and mortgagees with at least sixty-seven percent (67%) of the aggregate voting percentage in the Association. Copies of amendments shall be certified by the President and Secretary of the Association In a form suitable for recording. A copy of the amendment shall be recorded .with the Register of Deeds for Waukesha County, and a copy of the amendment shall also be mailed or personally delivered to each unit owner at the address on file with the Association.

21. NOTICES.

AJl notices and other documents required to be given by this Declaration or the By-Laws of the Association shall be sufficient if given to one (1) registered owner of a unit regardless of the number of owners who have an interest therein. Notices and other documents to be served upon Declarant shall be given to the Agent specified for receipt of process herein. All owners shall provide the Secretary of the Association with an address for the mailing or service of any notice or other documents and the secretary shall be deemed to have discharged his duty with respect to the giving of notice by mailing it or having it delivered personally to such address as is on file with him.

22. RESIDENT AGENT

The Resident Agent for the Condominium shall be Robert A. Patch, 260 Regency Court, Suite 105, Brookfield, Wisconsin 53045, or such other person or entity as may be designated from time to time by the Board of Directors of the Association, which designation shall beveled with the secrete of State of the state of Wisconsin. A designation of a Resident Agent in replacement of said Agent shall be filed by the Association within thirty (30) days after the date Declarant has sold all units in the Condominium or at such earlier time as may be requested by said Agent. The Association may designate successors to the Resident Agent by affirmative vote of the unit owners with a majority of the votes present or represented by proxy at a meeting of the Association at which a quorum is in attendance.

23. MORTGAGEE RIGHTS.

23.1 The holder, insurer or guarantor of any first mortgage or land contract upon a unit in **FAIRFIELD PLACE, A CONDOMINIUM** ('Mortgagee'), upon the submission of a request to the Association in writing, delivered to the Resident Agent, shall be entitled to receive notice from the Association of the following matters:

23.1.1 Written notice as to any default or delinquency in the performance by the individual unit owner who is the Mortgagee's mortgagor as to any obligation under condominium documents, which default or delinquency is not cured within thirty (30) days after written notice of said default or delinquency by the Association to said mortgagor;

23.1.2 Written notice of the call of any meeting of the membership or the Board of Directors of the Association to be held for the purpose of considering any proposed amendment to the Declaration, the Articles of Incorporation or the Association, or the By-Laws of the Association In any material request A change to any of the following Is considered material hereunder:

(a) voting rights;

(b) assessments, assessment liens, or the priority of assessment liens;

(c) reserves for maintenance and repairs;

(d) responsibility for maintenance and repairs;

(e) reallocation of interests in the common or limited common elements;

(f) redefinition of any unit boundaries;

(g) expansion or contraction of FAIRF1ELD PLACE, A CONDOMINIUM, or the addition, or withdrawal of property to or from the same;

(h) insurance or fidelity bond;

(i) leasing of units;

(j) imposition of any restriction on a unit owner's right to sell or transfer his or her unit;

(k) a decision by the Association to establish self-management;

(l) restoration or repair of FA1RFIELD PLACE, A CONDOMINIUM after a hazard damage or partial condemnation in a manner other than that specified in the Declaration;

(m) any action to terminate the legal status of FA1RFIELD PLACE, A CONDOMINIUM after substantial destruction or condemnation occurs; or

(n) any provisions contained in the Declaration that expressly benefit mortgage holders, Insurers or guarantors.

23.1.3 Written notice of any damage or destruction to the common elements of the condominium, which is in an aggregate amount exceeding $50,000.00, at such time as such damage of destruction is known to the Board of Directors.

23.1.4 Written notice of a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

23.1.5 Written notice of any proposed action that requires the consent of a specified percentage of mortgagees.

23.2 Except as provided by the act in the case of damage to or destruction of all or any part of the Property, or changing percentages of ownership, the Association shall not, unless the Mortgagees of at least two-thirds (2/3) of the units (including therein any units which are not mortgaged) have given their prior written consent:

23.2.1 Change the undivided percentage interest in the common elements of the condominium appurtenant to any unit, or the manner of making assessments for common expenses based upon such percentage.

23.2.2 Partition or subdivide any unit or common elements of the condominium except that with respect to conversion of units to condominium form of ownership pursuant to Section 16 herein, approval of the Mortgagees of all affected units need only be obtained;

23.2.3 By act or omission seek to abandon or terminate the condominium or encumber or convey any part of the common elements of the condominium.

A mortgagee which has failed to respond to a request for a consent required by this paragraph 23.2 within thirty (30) days of receipt of such request shall be deemed to have consented to such request

23.3 To be entitled to receive notification as provided for herein, the Mortgagee must send a written request to the Resident Agent of the Association, stating its name, address and the unit number or address and the unit number or address on which it has a mortgage, insurance policy or guaranty.

24. NUMBER AND GENDER.

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

25. CAPTIONS.

The captions and section headings herein are inserted only as matters of convenience and for reference, and in no way define nor limit the scope or intent of the various provisions hereof.

26. SEVERABIUTY.

The provisions hereof shall be deemed independent and severable, and the invalidity or partial Invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of the remaining portion of said provision or of any other provision hereof.

IN WITNESS WHEREOF, the said Fairfield Place, Inc., Declarant has caused this document to be executed at Waukesha, Wisconsin as of the date first set forth above.

Michael D. Janas

Subscribed and sworn before me this 6th day of January 2012.

NOTARY PUBLIC
VALERIE FREEMAN
STATE OF WISCONSIN

Notary Public County of Waukesha State of Wisconsin
My Commission Expires: 10/24/12

This Instrument was drafted by:

Michael D. Janas
678 Pewaukee Road Unit E
Pewaukee, Wisconsin 53072

EXHIBIT A

Being that part of the NW 1/4 of the 5W 1/4. the SW 1/4 of the SW 1/4 and the SE 1/4 of the SW 1/4 of Section 3. Town 7 North. Range 19 East, Village of Pewaukee. Waukesha County. Wisconsin, which is bounded and described as follows:

Commencing at the Southwest corner of sold Section 3; thence N 00"24'17" W, along the westerly line of said Southwest 1/4 of Section 3, 197.91 feet to the Place of Beginning of lands herein described; thence continuing N 00"24'17" W. along said westerly line of the Southwest 1/4 of Section 3, 2155.20 feet; thence N 89*35*43" E. at a right angle, 69.34 feet to the southwesterly line of C.T.H. J; thence southeasterly along the arc of a curve to the left 1276.03 feet, said curve having a radius of 1577.89 feet and o chord bearing S 36*32*10" E, 1241.54 feet; thence S 48*27*39" W, 117.52 feet; thence southwesterly along the ore of o curve to the right 48.20 feet, said curve having a radius of 127.00 feet and a chord bearing S 59*20*02" W, 47.91 feet; thence southwesterly along the arc of o curve to the left 38.50 feet, said curve having a radius of 28.00 feet and a chord bearing S 30*48*53" W. 35.54 feet; thence S 08-34*38" E. 24.50 feet;

thence southeasterly along the arc of a curve to the left 133.34 feet, said curve having a radius of 73.00 feet and a chord bearing S 60*54*19" E. 115.56 feet, this point also referred to as Point A; thence N 66*45*59" E. 22.76 feet; thence southeasterly along the arc of a curve to the right 60.64 feet, said curve having a radius of 76.82 feet and o chord bearing N B9*22'43" E. 59.07 feet; thence S 68*00*33" E, 24.42 feet; thence southwesterly along the arc of o curve to the right 202.74 feet, said curve having o radius of 76.70 feet and a chord bearing S 07*42*42" W. 148.67 feet; thence S 83*25'57*" W. 261.07 feet; thence southwesterly along the arc of o curve to the left 48.95 feet, said curve having a radius of 152.50 feet and o chord bearing S 7414*14" W, 48.74 feet, this point also referred to as Point B; thence S 65*02*31" W. 172.39 feet; thence northwesterly along the ore of a curve to the right 143.57 feet, said curve having o radius of 76.30 feet and o chord Dearing N 61*03'12" W. 123.31 feet; thence N 07-08*55" W, 93.40 feet; thence northeasterly along the arc of o curve to the right 70.27 feet, said curve having o radius of 113.'9 feet and a chord bearing N 10*38*12" E, 69.15 feet; thence N 28*25*18" E. 104.12 feet; thence northeasterly along the arc of a curve to the right 96.94 feet, said curve having a radius of 104.12 feet and a chord bearing N 55*05*42' L. 93.48 feet; thence N 81*46*05" E. 256.53 feet; thence northeasterly along the arc of a curve to the left 49.76 feet, said curve having a radius of B3.00 feet and a chord bearing N 64*35'36" E. 49.02 feet; thence N , 17-47*05" W. 102.16 feet; thence S 8212*55" W. 540.00 feet; thence S -00-24*17" E. 580.00 feet; thence S 89*40*19" E. 640.00 feet; thence N 49'31'45" E. 661.86 feet to the southerly line of C.T.H. J; thence S 7818*45" E. along said southerly line of C.T.H. J. 270.50 feet; thence S 00*24*19" E. 929.35 feet; thence N 89*40*19" W. 1541.10 feet to the Place of Beginning.

EXCEPTING THEREFROM the following described parcels of land;

Commencing at said Point A. thence S 2314*01* E. 32.00 feet to the Place of Beginning of lands herein described; thence N 66"45'59" E. 22.76 feet; thence southeasterly along the* arc of o curve to the right 35.38 feet, said curve having a radius of 44.82 feet and a chord bearing N 89*22'43" E, 34.47 feet; thence S 68-00*33" E, 24.42 feet; thence southwesterly along the ore of o curve to the right 118.16 feet, said curve having o radius of 44.70 feet and a chord bearing S 07-42*42" W. 86.64 feet; thence S 5375*57" W. 110.00 feet; thence N 06*34*03" W. 90.99 feet; thence northeasterly along the ore of o curve to the left 54.47 feet, said curve having o radius of 105.00 feet and a chord bearing N 81*37*40" E. 53.86 feet; to the Place of Beginning.

Also Commencing at said Point B. thence N 24*57*29" W. 32.00 feet to the Place of Beginning of lands herein described; thence thence S 65*02*31" W. 172.39 feet; thence northwesterly along the arc of o curve to the right 83.36 feet, said curve having o radius of 44.30 feet and a chord bearing N 61*03*12" W, 71.59 feet; thence N 07*08*55" W. 93.40 feet; thence northeasterly along the arc of o curve to the right 50.40 feet, said curve having a radius of 81.19 feet and a chord bearing N 10*38*12" E. 49.60 feet; thence N 28*25*18" E. 104.12 feet; thence northeasterly) along the arc of a curve to the right 67.15 feet, said curve having a radius of 72.12 feet and o chord bearing N 55*05'42" E. 64.75 feet; thence N 81*46*05' E. 94.98 feet; thence S 30*46 C5" W. 53.82 feet; thence S 1913*55" E, 87.55 feet; thence S 55*03*52" W. 28.40 feet; thence S 2^57*29" E. 110.72 feet to the Place of Beginning

Containing 36.09 Acres, more or less.

Exhibit A-1

"FAIRFIELD PLACE"
FUI LIRE EXPANSION

Being that part of the NW 1/4 and the SW 1/4 of Section 3, Town 7 North, Range 19 East, Village of Pewaukee. Waukesha County, Wisconsin, which is bounded and described as follows:

Commencing at the Southwest corner of said Section 3; thence N OQ°2-1' P" W, along the westerly line of said Southwest 1/4 of Section 3, 2353.11 feet; thence N 89°35'43" E, at a right angle, 69.34 feet to the southwesterly line of C.T.II. J; thence southeasterly along said southwesterly line of C.T.H. J, and also (he arc of a curve to the left, 1276.03 feet, said curve having a radius of 1577.89 feet and a chord bearing S 36°32'10" E, 1241.54 feet to the Place of Beginning of lands herein described; thence southeasterly along said southwesterly line of C.T.H. J, and also along the arc of a curve to the left, 512.48 feet, said curve having a radius of 1577.89 feet and a chord bearing S 69°00'29" E, 510.23 feet; thence S 49°31'45" W, 661.86 feet; thence N 89040-19" w, 640.00 feet; thence N 00°24'17" W, parallel with said westerly line of the Southwest 1/4 of Section 3, 580.00 feet; thence N 82°12'55" E, 540.00 feet; thence S 17C47'05" E, 102.16 feet; thence southwesterly along the arc of a curve to the right 49.76 feet, said curve having a radius of 83.00 feet and a chord bearing S 64°35'36" W, 49.02 feet; thence S 81°46'05" W, 256.53 feet; thence southwesterly along the arc of a curve to the left 96.94 feel, said curve having a radius of KM. 12 feet and a chord bearing S 55°05'42" W, 93.48 feet; thence S 28°25'18" W, 10-1.12 feel; thence southwesterly along the arc of a curve to the left 70.27 feet, said curve having a radius of 113.19 feet and a chord bearing S J0°38'12" W, 69.15 feet; thence S 07°08'55" E, 93.40 feet; thence southeasterly along the arc of a curve to the left 143.57 feet, said curve having a radius of 76.30 feet and a chord bearing S 6!°03' 12" E, 123.31 feet; thence N 65°02'3r E, 172.39 feet, this also being known as Point "B"; thence northeasterly along the arc of a curve to the right 48.95 feet, said curve having a radius of 152.50 feet and a chord bearing N 74°14'14" E, 48.74 feel; (hence N 83°25'57" E, 261.07 feet; thence northeasterly along the arc of a curve to the left 202.74 feet, said curve having a radius of 76.70 feet and a chord bearing N 07°42'42" E, 148.67 feet; thence N 68°00'33" W, 24.42 feet; thence northwesterly along the arc of a curve to the left 60.64 feet, said curve having a radius of 76.82 feet and a chord bearing S 89°22'43" W, 59.07 feet; thence S 66°45'59" W, 22.76 feet, this also being known as Point "A"; thence northwesterly along the arc of a curve to the right 133.34 feet, said curve having a radius of 73.00 feet and a chord bearing N 60°54' IT W, 115.56 feet; thence N 08°34'38' W, 24.50 feel; thence northeasterly along the arc of a curve to the right 38.50 feet, said curve having a radius of 28.00 feet and a chord bearing N 30°48'53" E, 35.54 feet; thence northeasterly along the arc of a curve to the left 48.20 feet, said curve having a radius of 127.(X) feet and a chord bearing N .•59"20'02" *II,* 47.91 feet; thence N 48°27'3Q- K. 1 17.52 feet to the Place of Bi

Also Commencing at said Point A, thence S 23°14'0r E. 32.00 feel to the Place of Beginning of lands herein described; thence N 66°45'59" H, 22.76 feet; thence southeasterly along the arc of a curve to the right 35.38 feet, said curve having a radius of 44.82 feet and a chord hearing N 8[L]>°22'43[fl] E, 34.47 feet; thence S 68°00[1]33[B] E, 24.42 feet; thence southwesterly along the arc of a curve to the right 118.16 feet, said curve having a radius of 44.70 feet and a chord bearing S 07°-42'-J'2" W, 86.64 feet; thence S 83°25'57" W. 110.00 feet; thence N 06[0]34'03[M] W. 90.W feet; thence northeasterly along the arc of a curve to the left 54.47 feet, said curve having a radius of 105.00 feet and a chord bearing N 81°37'40" E, 53.86 feet; to the Place of Beginning.

Also Commencing at sand Point B. thence N 24°57'29" W, 32.00 feet to the Place of Beginning of lands herein described; thence thence S 65°02'31" W, 172.39 feet; thence northwesterly along the arc of a curve to the right 83.36 feet, said curve-having a radius of 44.30 feet and a chord bearing N 61°03' 12" W, 71.59 feet; thence N 07°08'55[l] W, 93.40 feet; thence northeasterly along the arc of a curve to the right 50.40 feet, said curve having a radius of 81.19 feet and a chord bearing N 10°38'12" E, 49.60 feet; thence N 28°25'18" E, 104.12 feet; thence northeasterly along the arc of a curve to the right 67.15 feet, said curve having a radius of 72.12 feet and a chord bearing N 55°05'42" E, 64.75 feet; thence N 81°46'05" E, 94.98 feet; thence S 30°46'05" W, 53.82 feet; thence S 19°13'55" E, 87.55 feet; thence S 55°03'52" W, 28.40 feet; thence S 24°57'2?" E, 110.72 feel lo the Place of Beginning.

Containing 9.591 Acres, more or less.

DOCUMENT NO.
2036832

STATE BAR OF WISCONSIN FORM 3 — 1982
QUIT CLAIM DEED

2036832
THIS SPACE RESERVED FOR RECORDING DATA

REGISTER'S OFFICE } SS
95 MAY -8 AM 9:59
REC'D 2061 R 0633
REGISTER OF DEEDS

Lake Park Development Corporation

quit-claims to Fairfield Place, Inc.

the following described real estate in Waukesha County, State of Wisconsin:

RETURN TO Lake Park
11501 W. North Ave.
Wauwatosa, WI 53226

Tax Parcel No: SC2 996

See Exhibit "A" attached hereto and by this reference made a part hereof.

FEE
17.25 (15)
EXEMPT

Rec'd 12-

This is not homestead property.
CHECK (is not)

Dated this 3rd day of May 19 95

LAKE PARK DEVELOPMENT CORPORATION

(SEAL)

Robert A. Patch, President

(SEAL)

(SEAL)

(SEAL)

AUTHENTICATION

Signature(s)

authenticated this day of 19

TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, authorized by

THIS INSTRUMENT WAS DRAFTED BY
Michael M. Krill, Esq.
11501 West North Avenue
Wauwatosa, WI 53226
(Signatures may be authenticated or acknowledged. Both are not necessary.)

ACKNOWLEDGMENT

STATE OF WISCONSIN } ss.
Waukesha County.

Personally came before me this 3rd day of May, 19 95 the above named Robert A. Patch, President, Lake Park Development Corporation

to me known to be the person who executed the foregoing instrument and acknowledge the same.

Notary Public County, Wis.
My Commission is permanent. (If not, state expiration date: , 19)

QUIT CLAIM DEED — STATE BAR OF WISCONSIN FORM No. 3 — 1982 — Ramsdell Legal Blank Co., Inc., Milwaukee, Wis.