DISCLOSURE MATERIALS
FOR
BROOKRIDGE CONDOMINIUM

New Berlin, Wisconsin

Declarant :
Berlinburg Development Corp.
4176 South Racine Court
New Berlin, Wisconsin 53151

Declarant's Agent:
James F. Burg
4176 South Racine Court
New Berlin, Wisconsin 53150

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

2. THESE DISCLOSURE MATERIALS GIVEN TO YOU AS REQUIRED BY LAW MAY, WITH THE EXCEPTION OF THE EXECUTIVE SUMMARY, BE RELIED UPON AS CORRECT AND BINDING. FOR A COMPLETE UNDERSTANDING OF THE EXECUTIVE SUMMARY, CONSULT THE DISCLOSURE DOCUMENTS TO WHICH A PARTICULAR EXECUTIVE SUMMARY STATEMENT PERTAINS. ORAL STATEMENTS MAY NOT BE LEGALLY BINDING.

3. YOU MAY AT ANY TIME WITHIN 5 BUSINESS DAYS FOLLOWING RECEIPT OF THESE DOCUMENTS, OR FOLLOWING NOTICE OF ANY MATERIAL CHANGES IN THESE DOCUMENTS, CANCEL IN WRITING THE CONTRACT OF SALE AND RECEIVE A FULL REFUND OF ANY DEPOSITS MADE. IF THE SELLER DELIVERS LESS THAN ALL OF THE DOCUMENTS REQUIRED, YOU MAY, WITHIN 5 BUSINESS DAYS FOLLOWING RECEIPT OF THE DOCUMENTS, DELIVER A REQUEST FOR ANY MISSING DOCUMENTS. IF YOU TIMELY DELIVER A REQUEST FOR MISSING DOCUMENTS, YOU MAY, AT ANY TIME WITHIN 5 BUSINESS DAYS FOLLOWING THE EARLIER OF EITHER THE RECEIPT OF THE REQUESTED DOCUMENTS OR THE SELLER'S DEADLINE TO DELIVER THE REQUESTED DOCUMENTS, CANCEL IN WRITING THE CONTRACT OF SALE AND RECEIVE A FULL REFUND OF ANY DEPOSITS MADE.

INDEX

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

1. *Executive Summary*. The executive summary highlights for a buyer of a condominium unit essential information regarding the condominium. The executive summary begins following the green page.

2. *Declaration, Amendments and Plat Amendments.* The declaration establishes and describes the condominium, the units and the common areas. The declaration begins following the red page.

3. *Bylaws*. The bylaws contain rules which govern the condominium and effect the rights and responsibilities of unit owners. The bylaws begin following the blue page.

4. *Articles of Incorporation.* The Articles of Incorporation begin following the orange page.

5. *Management or employment contracts*. There are no management or employment contracts.

6. *Annual operating budget*. The Association incurs expenses for the operation of the condominium which are assessed to the unit owners. The operating budget is an estimate of those charges which are in addition to mortgage and utility payments. The budget begins following the yellow page.

7. *Leases*. Units are not sold subject to leases.

8. *Expansion plans*. The declarant has no expansion plans.

9. *Floor plan and map*. The seller has provided a floor plan of the unit being offered for sale and a map of the condominium which shows the location of the unit you are considering and all facilities and common areas which are part of the condominium. The floor plan and map are attached to the Declaration of Condominium.

10. *Rules and Regulations*. The Rules and Regulations begin following the purple page.

EXECUTIVE SUMMARY
for
BROOKRIDGE CONDOMINIUM ASSOCIATION, INC.

1. CONDOMINIUM IDENTIFICATION

Condominium Name: Brookridge Condominium

2. EXPANSION PLANS

Is it possible that the Condominium will expand? No ☒ Yes ☐

3. GOVERNANCE

Condominium Association Name: Brookridge Condominium Association, Inc.
Condominium Association Address: Units are located on West Brook Drive and West Ridge Road in New Berlin, Wisconsin.
Management: Self-Managed ☒ Management Agent/Company ☐
Declarant or Declarant's Management Company ☐
For information, contact: Mr. Conrad Holling, (262) 797-7838.

4. SPECIAL AMENITIES

Does the Condominium have any special amenities which require members to make additional and separate payments? No ☒ Yes ☐

5. MAINTENANCE AND REPAIR OF UNITS

Who repairs and replaces?	Association ☐	Owner ☒
Who repairs and replaces fixtures?	Association ☐	Owner ☒
Who maintains and keeps clean?	Association ☐	Owner ☒

For specific information, see: Declaration Section 12.1 and By-Laws Section 7.1.

6. MAINTENANCE, REPAIR, AND REPLACEMENT OF COMMON ELEMENTS

Who repairs and replaces?	Association ☒	Owner ☐
Who maintains and keeps clean?	Association ☒	Owner ☐

Funding: Unit Owner Assessments ☐ Reserve Funds ☐ Both ☒
Other ☐ - Description: _____

For specific information, see: Declaration Section 12.2 and By-Laws Section 7.2.

7. MAINTENANCE, REPAIR, AND REPLACEMENT OF LIMITED COMMON ELEMENTS

Description of Limited Common Elements: Patios and decks.
Who repairs and replaces? Decks and patios included with the basic unit in the original plans are the responsibility of the Association. The term "deck" refers to the 2nd story porches and the concrete patios in the middle units. Association maintenance does not include ground level wood decks and concrete patios, wood railing, or privacy fences that have been added at the owner's expense.
Who maintains and keeps clean? Association ☐ Owner ☒

Funding: Unit Owner Assessments ☐ Reserve Funds ☐ Both ☒
Other ☐ - Description: _____

For specific information, see: Declaration Sections 8 and 12.3; By-Laws Section 7.3; and Rules and Regulations.

8. RENTAL OF UNITS

Rental of units is not allowed.

For additional information and certain exceptions, see: By-Laws Section 8.1(m).

9. UNIT ALTERATIONS

Restrictions or Procedures to Alter a Unit: Prior written approval of the Association required for any structural alteration, change, or improvement to a unit or any installation of any improvement or equipment that may affect other units or the owners of other units. No work may be performed that will jeopardize the soundness or safety of the property, reduce the property value, or impair any easement.

Restrictions or Procedures to Alter or Enclose a Limited Common Element: Prior written approval of the Association required for any change or alteration.

For specific information, see: Declaration Sections 8 and 12.4 and Rules and Regulations.

10. PARKING

Availability: Each unit has a two car garage.
Restrictions: No parking on driveways. Parking areas in the common elements are for guest parking only. Long-term guests (more than a few days) should obtain a parking permit fromt eh city and park on the street. No boats, campers, trailers, or non-motor vehicles may be stored or parked in common element parking areas.

For specific information, see: By-Laws Section 8.1(e) and Rules and Regulations.

11. PETS

Are pets allowed? No ☐ Yes ☒

If yes, describe restrictions: One dog, cat, or other household pet allowed. Maximum pet weight is 70 pounds.

For specific information, see: By-Laws Section 8.1(c) and Rules and Regulations.

12. RESERVES

Does the Condominium maintain reserve funds for the repairs and replacement of the common elements? No ☐ Yes ☒

If yes, is there a Statutory Reserve Account?[1] No ☒ Yes ☐

13. FEES ON NEW UNITS

How are condominium fees paid for on the developer's new units that have not yet been sold to a purchaser? Not applicable.

14. 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.

For specific information, see: Declaration Section 21 and By-Laws Section 10.1.

This Executive Summary was prepared on November 16, 2006 by Jessica L. Boeldt, Attorney at Law, Law Firm of Jonathan B. Levine, 8989 N. Port Washington Road, Suite 211, Milwaukee, WI 53217-1633.

[1] A "Statutory Reserve Account" is a specific type of reserve account established under Wis. Stat. § 703.163 to be used for the repair and replacement of the common elements in a residential condominium. A condominium may also have other reserve fund accounts used for the repair and replacement of the common elements that operate apart from § 703.163.

DECLARATION OF CONDOMINIUM FOR BROOKRIDGE CONDOMINIUM

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DECLARATION FOR

BROOKRIDGE CONDOMINIUM

THIS DECLARATION is made pursuant to the Condominium Ownership Act of the State of Wisconsin, Chapter 703 of the Wisconsin Statutes (hereinafter referred to as the "Act"), by Berlinburg Development Corp., a Wisconsin corporation, (hereinafter referred to as "Declarant").

1. STATEMENT OF DECLARATION.

The purpose of this Declaration is to subject the land 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 land described in Section 4 hereof, together with all improvements thereon, (hereinafter referred to as "the property") which is hereby subjected to the condominium form of ownership as provided in the Act and this Declaration. The property shall be held, conveyed, devised, leased, encumbered, used, improved, and in all respects otherwise affected subject to the provisions, conditions, covenants, restrictions and easements of this Declaration and the Act. All provisions of this Declaration shall be deemed to run with the property and shall constitute benefits and burdens to Declarant, its successors and assigns, and to all parties hereafter having any interest in the property.

2. NAME AND ADDRESS.

The property shall be known as Brookridge Condominium (hereinafter referred to as "the Condominium"). The address of the Condominium is 15601-15621 Brook Drive, New Berlin, Wisconsin 53151.

3. PHASED DEVELOPMENT.

Declarant intends to expand the Condominium in phases, so that in addition to the property which initially comprises the Condominium hereunder, Declarant may declare and annex to the Condominium certain additional land and improvements, in the manner provided in Section 22 herein. The Condominium may ultimately consist of a residential condominium of 84 units if full expansion is accomplished. In the event such expansion is accomplished, the percentage of undivided ownership interest of each unit owner in the common elements will be changed so as to reflect the additional unit owners and the additional land and improvements included in the Condominium.

4. LEGAL DESCRIPTION.

The property which comprises the Condominium is described in Exhibit A attached hereto.

5. DESCRIPTION OF UNITS.

5.1 **Number.** Six (6) residential units are hereby declared in the Condominium.

5.2 **Definition.** A unit is that part of a building in the Condominium intended for individual private use, comprised of one or more cubicles of air at one or more levels of space, having outer boundaries formed by the interior surfaces of the perimeter walls, floors, and ceilings, including the windows, window frames, doors and door frames of the unit, as said boundaries are shown in the Condominium Plat attached hereto, together with all fixtures and improvements therein contained.

5.3 **Identification.** The units are designated by individual unit numbers and letters, and the unit designations and locations and floor plans for the various units are as set forth in the Condominium Plat attached hereto. The approximate dimensions and floor area of each unit, number of rooms, the common elements to which the units have access, and further details identifying the units are as set forth in the Condominium Plat.

6. DESCRIPTION OF BUILDING.

There shall be one (1) building in the Condominium, which will contain six (6) residential condominium units. The building is to be located on the property as indicated in the Condominium Plat attached hereto. The building varies from one (1) to two (2) stories in height, and is constructed principally as a wood-frame building with wood siding and fiberglass shingles. The basic floor layout of the building is shown in the Condominium Plat.

7. COMMON ELEMENTS AND FACILITIES.

7.1 **Description.** The common elements and facilities shall consist of all of the Condominium except the individual units, as defined hereunder, and shall include, without limitation, the land on which the building is located; building exteriors; perimeter and bearing walls; parking areas; building roofs; foundations; pipes; ducts; electrical wiring and conduits; security systems and equipment; utility services; public utility lines; master basic television and cable television systems; water and sewer laterals; outside walls; girders, beams and supports; any common outbuildings used for storage purposes; and the roads, walks, driveways, outdoor parking areas and landscaping.

7.2 **Easements.** Each unit owner shall have a valid easement to the space between the interior and exterior boundaries of the walls, ceilings and floors of his unit for purposes of adding additional utility outlets, wall hangings, light fixtures, non-bearing partition walls, and the like, where such space may be necessary for such uses, provided that the unit owner shall do nothing to jeopardize the soundness or safety of the property, reduce the value thereof, or impair any easement or hereditament, 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 of Unit Owners (hereinafter described) for the installation, maintenance and 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 are reserved for the exclusive use of the owner or occupant of the unit to which they are appurtenant, to the exclusion of all other units in the Condominium. Such limited common elements consist of the patios and decks, appurtenant to each unit.

8.2 **Use.** The manner of use of the limited common elements shall be governed by the By-Laws of, and such rules and regulations as may be established by, the Association, and no unit owner shall alter, remove, repair, paint, decorate, landscape or adorn any limited common element, or permit such, in any manner contrary to such By-Laws and rules and regulations. No changes or alterations shall be made by any unit owner to any of the limited common elements without the prior written approval of the Association, which approval may be given upon such terms and conditions as the Association deems appropriate.

8.3 **Assignment.** No unit owner may assign his rights to use any limited common element appurtenant to his unit to any other unit owner in the Condominium.

9. PERCENTAGE OF OWNERSHIP IN COMMON ELEMENTS AND FACILITIES

Each unit owner shall own an undivided interest in the common elements and facilities as a tenant in common with all other unit owners and, except as to limited common elements, shall have the right to use and occupy the common elements and facilities 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 rights shall be appurtenant to and run with his unit.

The percentage of such undivided interest in the common elements and facilities relating to each unit and its owner for all purposes, including proportionate payment of common expenses, shall be determined by dividing the number one (1) by the number six (6).

The percentage of such ownership of the common elements and facilities and limited common elements shall be subject to change and adjustment in the event of expansion of the Condominium by the annexation of additional properties and improvements, in the manner provided in Section 22 herein.

10. ASSOCIATION OF UNIT OWNERS.

10.1 **Membership, Duties and Obligations.** All unit owners, including those in any property annexed to the Condominium as provided in Section 22 herein, shall be entitled and required to be a member of an association of unit owners to be known as the Brookridge Condominium Association, Inc. (herein referred to as the "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 (1) vote at meetings of the Association. Only 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 title to the unit is held. The vote pertaining to the unit may be shared pro rata among the owners, but unanimous agreement is conclusively presumed if any one of them purports to cast the one vote without protest being made promptly by any of the others to the person presiding over the meeting or until any one of the multiple owners files a statement with the Secretary stating that thereafter votes must be cast pro rata.

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 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) ten (10) years from the date of the first sale of a unit by Declarant, (b) thirty (30) days after the conveyance of seventy-five percent (75%) of the common elements and facilities 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. In calculating the percentage of the common elements and facilities conveyed for purposes of 10.3(b), it shall be assumed that eighty-four (84) units are included in the Condominium. Each owner of a unit in the Condominium shall be deemed by acceptance of the deed to his 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. The Association may contract for common services or utilities as may be required for each unit.

11. RESIDENTIAL USE.

All buildings and the units therein contained are intended for and restricted exclusively to residential use as governed by the terms and conditions contained herein and the By-Laws of the Association. Notwithstanding the foregoing, Declarant reserves the right, at its option and in its sole discretion, to use and occupy not more than three (3) units, selected by Declarant, as "model" units and sales offices until such time as complete expansion of the Condominium as provided for in Section 22 herein has been completed by Declarant, or until such earlier time as may be determined by Declarant.

12. REPAIRS AND MAINTENANCE.

12.1 **Individual Units.** Each unit owner, at his sole expense, shall be responsible for keeping the interior of his unit and all of its equipment and fixtures in good, clean and attractive condition, order and repair, as such may at any time be necessary to maintain the good appearance and condition of his unit, all as is more fully set forth in the By-Laws of the Association. Without in any way limiting the foregoing, each unit owner shall be responsible for the maintenance, repair or replacement of any plumbing fixtures, doors and windows (including washing and replacement of broken glass), screens and screening, lighting fixtures, refrigerators, ranges, microwave ovens, heating and air

conditioning equipment, dishwashers, disposals, laundry equipment such as washers and dryers, interior electrical wiring and fixtures, doorbells, or other equipment and fixtures which may be in, or connect with, the unit or the limited common elements appurtenant to his unit.

12.2 **Common Elements and Facilities and Limited Common Elements.** 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 kept in good, clean and attractive condition, order, and repair, except to the extent unit owners are responsible for limited common elements as provided in 12.3. All such expenses of maintenance shall be a common expense of the Association.

12.3 **Unit Owner's Responsibility as to Limited Common Elements.** Each unit owner, at his sole expense, shall be responsible for keeping the limited common elements appurtenant to his unit in clean and attractive condition.

12.4 **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 to any common or limited common elements and facilities, or make or install any improvements or equipment which may affect other units or the owners of other units. A unit owner shall not perform, or allow to be performed, any act or work which will jeopardize the soundness or safety of the property, reduce the value thereof, or impair any easement or hereditament.

12.5 **Entry for Repairs.** The Association shall have an irrevocable right and easement to enter any unit when necessary in connection with any maintenance, construction or repair of common elements and facilities for which the Association is responsible. Such entry shall be made with reasonable prior notice to the owners, except in the case of an emergency when injury or property damage will result from delayed entry, and then 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 except as allocable to an individual unit or units in the discretion of the Board of Directors.

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

13.1 **Decorating.** Each unit owner shall have the exclusive right to carpet, paint, varnish, tile, panel, paper or otherwise refurbish and decorate the interior surfaces of the walls, ceilings, floors, doors, and door and window frames forming the boundaries of his unit and to erect partition walls of a non-structural nature within his unit.

13.2 **Reallocation of Boundaries.** Unit owners in the Condominium may reallocate unit boundaries between adjoining units upon compliance with the provisions hereof and the Act.

13.2.1 **Written Application.** Owners of adjoining units in the Condominium who wish to relocate mutual unit boundaries shall make written application to the President of the Association. The written application shall identify the units involved and shall specify the proposed reallocation of the aggregate undivided interest in the common elements and facilities appertaining to the units involved in the reallocation. The application shall also contain a proposed reallocation of the votes in the Association with respect to the units involved in the reallocation for approval by the Board of Directors of the Association.

13.2.2 **Notice and Meetings.** Upon receipt of the written application, the President of the Association shall give written notice to all other unit owners advising of the proposed reallocation of boundaries, stating the units involved in the reallocation and the proposed reallocation of the votes and undivided ownership interest in the common elements and facilities. The notice to unit owners shall be delivered within ten (10) days after the written application is received. The Board of Directors of the Association shall meet to consider the reallocation no earlier than thirty (30) days after the notice is given to the unit owners and no later than sixty (60) days after the written notice is received.

13.2.3 **Amendment to Declaration.** Upon consideration by the Board of Directors at such meeting, and approval as to the reallocation of votes in the Association and the undivided interest in the common elements and facilities with respect to the relocated units, the President shall direct the preparation and execution of the appropriate instruments, including an amendment to this Declaration. The instruments shall identify the units involved and shall state that the boundaries between those units are being relocated by agreement of the unit owners thereof. The instruments shall contain words of conveyance between the said unit owners, and shall specify the reallocation of the aggregate undivided ownership interest in the common elements and facilities appertaining to the units as relocated, the votes attributable to the relocated units in the Association, the use of limited common elements appurtenant to the relocated units, and a statement that common expenses and special assessments of the Association shall thereafter be assessed in accordance with the percentage of undivided ownership interest in the common elements and facilities appurtenant to the relocated units. The instruments shall contain plats and plans showing the relocated boundaries and the dimensions of the units and the identifying unit numbers prepared and certified in accordance with requirements of the Act.

13.2.4 **Effective Date.** After the appropriate instruments have been prepared and executed by the President and Secretary of the Association, the instruments shall be delivered to the requesting unit owners upon payment by such unit owners of all charges and expenses incurred by the Association for the preparation of such instruments. The reallocation of boundaries and the instruments shall be effective only when signed by the requesting unit owners and recorded with the Register of Deeds for Waukesha County, Wisconsin. The effective date shall be the date of recording.

13.2.5 **No Subdivision.** No unit in the Condominium may be subdivided or separated, except that those units which have reallocated boundaries erected in accordance with the foregoing provisions may thereafter be separated, provided that no resulting unit shall be smaller in square footage or percentage of undivided interest in the common elements and facilities than the units as originally declared by this Declaration. The procedures for separation of units which have reallocated boundaries shall be as stated in the Act.

14. DESTRUCTION AND RECONSTRUCTION.

In the event of partial or total damage or destruction of a building or buildings, or any other part of the common elements and facilities, such shall be repaired and rebuilt as soon as practicable and substantially to the same design, plan and specifications as originally built, so as to be compatible with the remainder of the Condominium, unless within ninety (90) days of the date of the damage or destruction, by affirmative vote and written consent of at least seventy-five percent (75%) of the votes in the Association, it is determined not to rebuild or repair. In such event, the property shall be subject to an action for partition and shall be partitioned pursuant to §703.18 of the Wisconsin Statutes.

On reconstruction, the design, plan and specifications of any building or unit may vary from that of the original upon approval of the Association, provided, however, that the number of square feet of any unit may not vary by 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. The proceeds of any insurance provided by the Association and collected for such damage or destruction shall be available to the Association for the purpose of repair or reconstruction, as provided in Section 15 hereof. The Association shall have the right to levy assessments as a common expense against all unit owners in the event that the proceeds of any insurance collected are insufficient to pay the estimated or actual costs of repair or reconstruction.

15. INSURANCE.

The Board of Directors of the Association shall provide and maintain fire and broad form extended coverage insurance on the building and any other common elements and facilities and any portion thereof in an amount not less than the full replacement value thereof from time to time. Such insurance shall be obtained in the name of the Association as trustee for each of the unit owners and their respective mortgagees in the percentages established in this Declaration, as their interests may appear. Premiums shall be a common expense. To the extent possible, the insurance shall provide that the insurer waives its rights of subrogation as to any claim against unit owners, the Association, and their respective servants, agents and guests, and that the insurance cannot be cancelled, invalidated nor suspended on account of the 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.

In the event of partial or total destruction of a building or buildings and in the event it is determined to repair or reconstruct such building or buildings in accordance with Section 14 hereof, the proceeds of such insurance shall be paid to the Association as trustee to be applied to the cost thereof. If it is determined not to reconstruct or repair, then the insurance proceeds shall be distributed to the unit owners and their mortgagees, if any, as their respective interests may appear, in the manner provided by the Act.

If insurance coverage is available to combine protection for the Association and the unit owner's individual unit, the Board of Directors is hereby given discretionary power to negotiate such combination of insurance protection on an equitable cost-sharing basis under which the unit owner would be assessed individually for the amount of insurance which he directs the Board of Directors to include in such policies for his additional protection. Copies of all such policies shall be provided to each mortgagee. Nothing contained in this paragraph shall be deemed to prohibit any unit owner, at his own expense, from securing additional insurance coverage on his improvements or on his unit which will not duplicate any insurance provided by the Association.

The Board of Directors shall also provide public liability insurance covering the common elements and facilities and the limited common elements with respect to all claims commonly insured against in such amounts as may be determined at the discretion of the

Board of Directors from time to time. The Board of Directors may also provide worker's compensation insurance, directors' and officers' liability insurance and fidelity bonds on such officers and employees in such amounts and with such coverage as is determined by the Board of Directors to be necessary or advisable from time to time.

16. LIABILITY FOR COMMON EXPENSES.

The costs of administration of the Association, insurance, repair, maintenance and other expenses of the common elements and facilities and limited common elements, including common services provided to the unit owners such as trash removal, snow removal, and repair and maintenance of streets, walks and drives shall be paid for by the Association. The Association shall make assessments against the unit owners and their units for such common expenses in accordance with the percentage of the undivided interest in the common and limited common elements and facilities relating to each unit, in the manner provided in the By-Laws of the Association. 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 of the common or limited common elements and facilities or services or by abandonment of his unit. No conveyance shall relieve the unit owner-grantor or his unit of such liability, and he shall be jointly, severally and personally liable along with his grantee in any such conveyance for the common expenses incurred up to the date of sale, until all expenses charged to his unit have been paid.

All assessments, when due, shall immediately become a personal debt of the unit owner and also a lien, until paid, against the unit to which charged, as provided in the Act. Notwithstanding the foregoing, any first mortgagee who obtains title to a unit pursuant to the remedies provided in the mortgage shall not be personally liable for unpaid assessments accrued prior to the date of acquisition of title by the mortgagee. Assessments shall be made against the unit owners and the units at the beginning of each fiscal year of the Association to meet estimated common expenses of the Association for the ensuing year; however, if prorated and paid monthly, the assessments shall not be considered due until the respective installment payment dates. In the event of delinquency in payment, the Association may accelerate annual assessments remaining unpaid with respect to such delinquent unit for purposes of collection or foreclosure action by the Association.

17. PARTITION OF COMMON ELEMENTS AND FACILITIES PROHIBITED.

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; provided, however, that if any unit shall be owned by two or more co-owners as tenants in common or as joint tenants, nothing contained herein shall be deemed to prohibit a voluntary or judicial partition of said single unit as between such co-owners. No unit may be subdivided or separated, except as provided in Section 13 herein.

18. 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 also including the other shall be deemed and taken to include the interest so omitted even though the latter is not expressly mentioned or described therein.

19. EASEMENTS, RESERVATIONS AND ENCROACHMENTS.

19.1 **Utilities.** Easements are hereby declared and granted for the benefit of the unit owners and the Association and reserved for the benefit of 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 basic television and cable television 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, to service the condominium property.

19.2 **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 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 the common elements or facilities, or limited common elements, if such encroachment occurred due to the willful and knowing conduct of said owner or owners.

19.3 **Binding Effect.** All easements and rights described in this Section 19 are easements appurtenant, running with the property, 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 and Declarant shall have the authority to execute and record all documents necessary to carry out the intent of this Section 19.

20. FAILURE OF ASSOCIATION TO INSIST ON STRICT PERFORMANCE NOT 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.

21. AMENDMENTS TO DECLARATION.

Except as otherwise provided by the Act with respect to termination of the condominium form of ownership, and except as provided in Section 22 herein, this Declaration may be amended only with the written consent of not less than seventy-five percent (75%) of both the unit owners and the mortgagees. For purposes of this Section, Declarant shall be considered the owner of any unit not sold and the owner of any unit not mortgaged shall also be considered the mortgagee of his unit. No amendment shall alter or abrogate the rights of Declarant as contained in this Declaration. 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 his address on file with the Association.

22. ANNEXATIONS TO BROOKRIDGE CONDOMINIUM.

22.1 **Right to Annex.** Declarant hereby reserves the right and option unto itself, its successors or assigns, in its sole discretion, at any time and from time to time within a period of ten (10) years after the date of recording this Declaration in the office of the Register of Deeds for Waukesha County, Wisconsin, to annex and add to the Condominium, and include as property subject to this Declaration all or any part of the property described as Future Phases in the Condominium Plat attached hereto. In the event of such annexation, Declarant, or its successors or assigns, shall be entitled to construct on the property described above and to annex to the Condominium and submit to the condominium form of ownership hereunder, buildings containing a maximum of seventy-eight (78) additional units, or any lesser number, and such related facilities or other amenities as Declarant, its successors or assigns, may deem appropriate, all of which, if constructed, shall be of generally comparable design, construction, quality and appearance as the original building to be constructed and submitted to the condominium form of ownership hereunder. The Condominium may ultimately consist of a residential condominium of eighty-four (84) units if all of the Future Phases are annexed to the condominium. All units, unit owners and occupants, and the common elements and facilities and limited common elements of the said Future Phases, if and when the said Future Phases or a portion thereof are so annexed, shall be in all respects subject to the provisions, restrictions, covenants, terms and conditions of the Act, this Declaration, and the Articles and By-Laws of the Association, and such amendments, restrictions, rules and regulations as may be promulgated thereunder.

22.2 **Adjustment to Percentage Ownership in Common Elements and Facilities.** Upon the effective date of any such annexation, the percentage of the undivided interest in the common elements and facilities and limited common elements relating to each unit and its owners, shall be adjusted and reallocated equally between the unit owners for all purposes, including ownership, common surplus, and the proportionate share of common expenses to be paid by each unit, on the basis of the total number of units then subject to this Declaration and the aggregate undivided interest in the common elements and facilities of the Condominium. Such percentage shall be determined by dividing the number one (1) by the total number of condominium units then subject to this Declaration and comprising the Condominium, including those in any annexation.

22.3 **Amendments to Declaration.** Any such annexation, or series of annexations, shall be accomplished by Declarant in each case through the filing and recording in the office of the Register of Deeds for Waukesha County, Wisconsin, of (i) an Amendment to this Declaration which shall set forth among other things the legal description of the properties being annexed and added to the Condominium, and the new percentage interests of the Unit Owners, and (ii) an Amendment to the Condominium Plat which shall include details and information concerning the annexed property as required in the original Condominium Plat, and which Amendments are otherwise in compliance with requirements of the Act. Such Amendments shall be effective as of the date of recording. Such Amendment or Amendments need not be signed by any person or entity other than Declarant herein, or its successors or assigns. A copy of any Amendment or Amendments shall be mailed or personally delivered to each unit owner at his address on file with the Association. Except as may be required by applicable law and ordinances, there shall be no limitation on the order in which the Future Phases may be annexed to the Condominium, or the determination of the boundaries of such Future Phases and annexed parcels.

22.4 **Existing Mortgages.** Upon the effective date of any annexation, the interest of any mortgagee of a unit shall attach to the new percentage interest in the common elements appurtenant to the unit which the interest of the mortgagee is a lien.

22.5 **Failure to Annex.** No portion or portions of the Future Phases shall be subject to any of the provisions of the Condominium Instruments unless and until an Amendment to the Declaration is recorded by Declarant annexing such portion or portions to the Condominium. Upon the expiration of the said ten-year (10) period, no portions of the Future Phases which have not theretofore been made part of or annexed to the Condominium shall thereafter be annexed to the Condominium. Nothing contained in this Section 22 shall be deemed to place any obligation on Declarant, its successors or assigns, with respect to accomplishment of any annexation of Future Phases, or expansion of the Condominium, nor shall anything contained herein be deemed to grant or create a right in unit owners under this Declaration with respect to such annexation or expansion.

22.6 **Binding Effect.** Each unit owner and each mortgagee, grantee, heir, personal representative, successor and assign of such unit owner, by such person's or entity's acceptance of any deed or mortgage or other interest in or with respect to any Unit Ownership, shall be deemed to have expressly agreed and consented to (i) each and all of the provisions of this Section 22, (ii) the recording of each Amendment to the Declaration which may amend and adjust such person's or entity's respective percentage of ownership interest in the aggregate common elements and facilities from time to time as provided in this paragraph, and (iii) all of the provisions of each Amendment to this Declaration which may hereafter be recorded in accordance with the provisions of this paragraph.

22.7 **Easements.** Declarant expressly declares, reserves and excepts access and development easements across the property subject to this Declaration for the benefit of, and as necessary in connection with, the development and use of the Future Phases land owned by Declarant, or its successors or assigns. Included in this reservation are easements for purposes of access and rights-of-way across the property for the benefit of Future Phases owned by Declarant, and as may be necessary in connection with development, construction, and sale of Future Phases, which easements shall be effective whether or not the said Future Phases land or any part thereof is ultimately annexed to the Condominium. Each and every owner and occupant of the Future Phases or any part thereof shall have by virtue hereof a non-exclusive easement over, upon, across and through the common elements and facilities of the Condominium for the purpose of reasonable ingress and egress from and between the Future Phases or any part thereof

and all public and private ways which adjoin the property. Each unit owner, by acceptance of any deed to any unit hereunder, shall be deemed to grant to Declarant, its successors or assigns, an irrevocable Power of Attorney, coupled with an interest, to execute and record all documents and legal instruments necessary to implement the provisions and intent of this paragraph. The easements here reserved shall be continuing covenants running with the property subject hereto, and shall become effective upon the first conveyance of all or any part of the condominium property described in Section 4 above by Declarant, provided such conveyance is pursuant and subject to the Act.

23. NOTICES.

All 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 the Association shall be given to the Agent specified for service 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 by regular mail or having it delivered personally to such address as is on file with him.

24. AGENT FOR SERVICE OF PROCESS.

The Agent of the Association for service of process shall be James F. Burg, 4176 South Racine Court, New Berlin, WI 53151, 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 be filed with the Secretary of State of the State of Wisconsin. The Association may designate successors to the Agent by affirmative vote of a majority of the unit owners present at a meeting of the Association at which a quorum is in attendance.

25. NUMBER AND GENDER.

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

26. 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.

27. SEVERABILITY.

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, Berlinburg Development Corp., Declarant, has caused this document to be executed by its duly authorized officers at New Berlin, Wisconsin this 20th day of August, 1984.

BERLINBURG DEVELOPMENT CORP.

By: _____
James F. Burg, President

Attest: _____
Robert F. Benz, Secretary

AUTHENTICATION

Signatures of James F. Burg and Robert F. Benz authenticated this 20th day of August, 1984.

_____
John E. Rupke
Title: Member, State Bar of Wisconsin

This Instrument was drafted by:
John E. Rupke
SCHMIDT & RUPKE
2401 North Mayfair Road
Milwaukee, WI 53226

EXHIBIT A

to Declaration for Brookridge Condominium

LEGAL DESCRIPTION of the property which initially comprises Brookridge Condominium:

A tract of land in the Northwest 1/4 of Section 3, Town 6 North, Range 20 East, in the City of New Berlin, County of Waukesha, State of Wisconsin, bounded and described as follows:

Commence at the East 1/4 corner of said Section; thence N 01°19'03" E, along the East line of said 1/4 Section, 661.50 feet to a point; thence S 87°19'03" W, 24.81 feet to the point of beginning; thence N 01°19'03" E, 298.46 feet to a point; thence S 88°40'57" W, 4.19 feet to a point on curve; thence Southwesterly, along a concaved curve whose radius is located Westerly (Radius 180.00, Chord 260.31, Chord Bearing S 54°38'04.5" W), 290.97 feet to a point of tangency; thence S 10°56'37" W, 162.01 feet to a point; thence N 87°19'03" E, 240.62 feet to the point of beginning.

BROOKRIDGE CONDOMINIUM

NEW BERLIN, WISCONSIN

(Amendments and Additions to
Disclosure Materials)

1280512

FIRST AMENDMENT TO DECLARATION FOR BROOKRIDGE CONDOMINIUM

REC. 647 PAGE 198

This First Amendment to Declaration For Brookridge Condominium is made pursuant to and as authorized by Section 703.26 of the Wisconsin Statutes and Section 22 of the Declaration For Brookridge Condominium, which was recorded August 22, 1984 in the Office of Register of Deeds for Waukesha County in Reel 628 at Images 001-014 as Document No. 1269172 by Berlinburg Development Corp., a Wisconsin Corporation.

1. The property described in Exhibit A attached hereto is hereby added to and made a part of the property which comprises Brookridge Condominium. This added property is that portion of the Future Phases of Brookridge Condominium shown as Phase 2 in the original Condominium Plat for Brookridge Condominium and in the First Amendment to Condominium Plat for Brookridge Condominium.

2. The number of units added to Brookridge Condominium by this First Amendment is six (6) and the addresses of such units are 15631-15651 West Brook Drive, New Berlin, WI 53151. All units shall be in one (1) building located on the property described in Exhibit A attached hereto. After the addition of these units, the units in Brookridge Condominium are as follows, as shown on the Condominium Plat, as amended:

Phase	Building	Unit	Address
1	1	A	15605 West Brook Drive
1	1	B	15601 West Brook Drive
1	1	C	15609 West Brook Drive
1	1	D	15613 West Brook Drive
1	1	E	15617 West Brook Drive
1	1	F	15621 West Brook Drive
2	2	A	15635 West Brook Drive
2	2	B	15631 West Brook Drive
2	2	C	15639 West Brook Drive
2	2	D	15643 West Brook Drive
2	2	E	15647 West Brook Drive
2	2	F	15651 West Brook Drive

3. The second paragraph of Section 9 of the Declaration for Brookridge Condominium is hereby amended to read as follows:

> "The percentage of such undivided interest in the common elements and facilities relating to each unit and its owner for all purposes, including proportionate payment of common expenses, shall be determined by dividing the number one (1) by the number twelve (12)."

4. Each unit added to Brookridge Condominium by this First Amendment shall be entitled to one (1) vote at meetings of the Association as provided in Section 10.2 of the Declaration For Brookridge Condominium.

5. The legal description in Exhibit A to the Declaration for Brookridge Condominium, which described the property initially comprising Brookridge Condominium, is hereby corrected to substitute "Northeast" for "Northwest" in the first line therein.

IN WITNESS WHEREOF, Berlinburg Development Corp., Declarant, has caused this document to be executed by its duly authorized officers at New Berlin, Wisconsin this 11th day of DECEMBER, 1984.

BERLINBURG DEVELOPMENT CORP.

By: _____
James F. Burg, President

Attest: _____
Robert F. Benz, Secretary

AUTHENTICATION

Signatures of James F. Burg and Robert F. Benz authenticated this 11th day of December, 1984.

_____
John E. Rupke
Title: Member, State Bar of Wisconsin

This Instrument was drafted by:
John E. Rupke
SCHMIDT & RUPKE
2401 North Mayfair Road
Milwaukee, WI 53226

EXHIBIT A

(to First Amendment To Declaration For Brookridge Condominium)

A tract of land in the Northeast 1/4 of Section 3, Town 6 North, Range 20 East, in the City of New Berlin, County of Waukesha, State of Wisconsin, bounded and described as follows:

Commence at the East 1/4 corner of said Section, thence N 01°19'03" E, along the East line of said 1/4 Section, 661.50 feet to a point; thence S 87°19'03" W, 265.43 feet to the point of beginning; thence N 10°56'37" E, 162.01 feet to a point; thence N 79°03'23" W, 58.23 feet to a point of curvature; thence Southwesterly, along a concaved curve whose radius is located Southerly (Radius 90.00, Chord 52.62, Chord Bearing S 83°56'37" W), 53.41 feet to the point of tangency; thence S 66°56'37" W, 117.28 feet to a point; thence S 31°30'33" E, 145.25 feet to a point; thence N 87°19'03" E, 110.87 feet to the point of beginning.

1280512

REEL 547 PAGE 200

1994 DEC 3 [illegible]

647 198

BROOKRIDGE CONDOMINIUM

NEW BERLIN , WISCONSIN

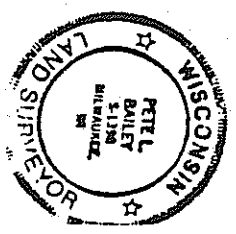
FIRST AMENDMENT to CONDOMINIUM PLAT

WAUKESHA COUNTY

This First Amendment to Condominium Plat for Brookridge Condominium contains a survey of the property added to and made a part of Brookridge Condominium by First Amendment to Declaration for Brookridge Condominium and shows the building to be located on such added property and location of units within such building

December 11, 1984
Date

Pete L. Bailey
Pete L. Bailey, RLS. No. 1578



BROOKRIDGE CONDOMINIUM, PHASE 2
WAUKESHA COUNTY

SURVEYOR' CERTIFICATION

STATE OF WISCONSIN)
MILWAUKEE COUNTY) SS

I, PETE L. BAILEY, Registered Land Surveyor, do hereby certify that I have surveyed the property described and that this survey is an accurate representation of the exterior bondary lines and the location of the building on said property. This plat is a correct representation of BROOKRIDGE CONDOMINIUM, PHASE 2 and the identification and location of each unit and the common area can be determined from the plat. This surveyor makes no certification as to the accuracy of the diagrammatic floor plans of the condominium building and units contained in the Condominium Plat or the approximate dimensions or floor area thereof.

Dated December 11, 1984.

Pete L Bailey

Pete L. Bailey, RLS No. 1398

WISCONSIN
PETE L. BAILEY
S-1398
MILWAUKEE, WI
LAND SURVEYOR

DESCRIPTION:

A tract of land in the Northeast 1/4 of Section 3, Town 6 North, Range 20 East, in the City of New Berlin, County of Waukesha, State of Wisconsin, bounded and described as follows:

Commence at the East 1/4 corner of said Section; thence N 01°19'03" E, along the East line of said 1/4 Section, 661.50 feet to a point; thence S 87°19'03" W, 265.43 feet to the point of beginning; thence N 10°56'37" E, 162.01 feet to a point; thence N 79°03'23" W, 58.23 feet to a point of curvature; thence Southwesterly, along a concaved curve whose radius is located Southerly (Radius 90.00, Chord 52.62, Chord Bearing S 83° 56'37" W), 53.41 feet to the point of tangency; thence S 66°56'37" W, 117.28 feet to a point; thence S 31°30'33" E, 145.25 feet to a point; thence N 87°19'03" E, 110.87 feet to the point of beginning.

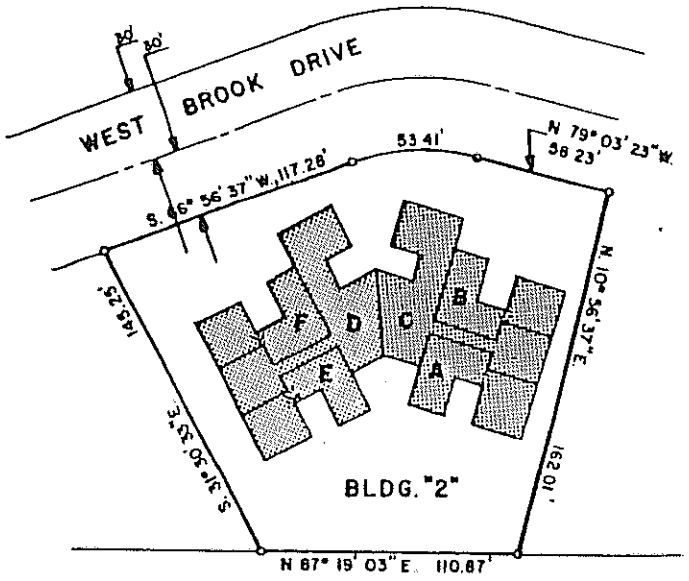
NOTE:

Shaded area reflects the building location.

Light area reflects common area.

Letters reflect the units within the building.

NORTH
SCALE: 1" = 50'



BROOKRIDGE CONDOMINIUM

NEW BERLIN, WISCONSIN

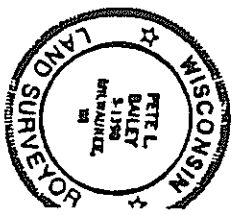
UNIT FLOOR PLANS

PHASE 2

Cedarwood Model - Units 2-A,B,E,F

Briarwood Model - Units 2-C,D

Ashwood Model - None



1280510 1280510

AFFIDAVIT OF CORRECTION

1984 DEC 13 AM 11:09
REEL 647 IMAGE 197
REGISTER OF DEEDS

REEL 647 IMAGE 197

STATE OF WISCONSIN)
(§
COUNTY OF MILWAUKEE)

I, PETE L. BAILEY, registered land surveyor, do hereby certify:

That the following errors were made in the document recorded at the Register of Deeds Office, Waukesha County, Wisconsin known as BROOKRIDGE CONDOMINIUM PLAT, Condominiums, Pages 746 to 761, and that the following items are to be corrected: Vol 1 of Condominiums Plats.

Item 1: Page 748 in Description:, Line 1, shown as Northwest 1/4 of Section 3, corrected to the Northeast 1/4 of Section 3.

Item 2: Page 748, lower right hand corner of drawing distance shown as 24.75 corrected to 24.81.

Item 3: Page 751, Description: Line 1 shown as Parcel No. 1 & 2 of Certified Survey Map No. (Blank) corrected to Certified Survey Map No. 4625.

Dated this 12th day of December, 1984.

Pete L. Bailey

Pete L. Bailey, R.L.S. No. 1398

STATE OF WISCONSIN)
(§
COUNTY OF MILWAUKEE)

Personally came before me this 12th day of December, 1984, the above named PETE L. BAILEY to me known to be the person who executed the foregoing instrument and acknowledge the same.

John E. Rupke
Notary Public, State of Wisconsin
My Commission is permanent.

1360526

SECOND AMENDMENT TO DECLARATION FOR

BROOKRIDGE CONDOMINIUM

REEL 679 PAGE 830

This Second Amendment to Declaration For Brookridge Condominium is made pursuant to and as authorized by Section 703.26 of the Wisconsin Statutes and Section 22 of the Declaration For Brookridge Condominium, which was recorded August 22, 1984 in the Office of Register of Deeds for Waukesha County in Reel 628 at Images 001-014 as Document No. 1269172 by Berlinburg Development Corp., a Wisconsin Corporation.

1. The property described in Exhibit A attached hereto is hereby added to and made a part of the property which comprises Brookridge Condominium. This added property is that portion of the Future Phases of Brookridge Condominium shown as Phase 3 in the original Condominium Plat for Brookridge Condominium and the property described in the Second Amendment to the Condominium Plat for Brookridge Condominium.

2. The number of units added to Brookridge Condominium by this Second Amendment is six (6) and the addresses of such units are 15661-15681 West Brook Drive, New Berlin, WI 53151. All units shall be in one (1) building located on the property described in Exhibit A attached hereto. After the addition of these units, the units in Brookridge Condominium are as follows, as shown on the Condominium Plat, as amended:

Phase	Building	Unit	Address
1	1	A	15605 West Brook Drive
1	1	B	15601 West Brook Drive
1	1	C	15609 West Brook Drive
1	1	D	15613 West Brook Drive
1	1	E	15617 West Brook Drive
1	1	F	15621 West Brook Drive
2	2	A	15635 West Brook Drive
2	2	B	15631 West Brook Drive
2	2	C	15639 West Brook Drive
2	2	D	15643 West Brook Drive
2	2	E	15647 West Brook Drive
2	2	F	15651 West Brook Drive
3	3	A	15661 West Brook Drive
3	3	B	15665 West Brook Drive
3	3	C	15669 West Brook Drive
3	3	D	15673 West Brook Drive
3	3	E	15681 West Brook Drive
3	3	F	15677 West Brook Drive

3. The second paragraph of Section 9 of the Declaration for Brookridge Condominium is hereby amended to read as follows:

> "The percentage of such undivided interest in the common elements and facilities relating to each unit and its owner for all purposes, including proportionate payment of common expenses, shall be determined by dividing the number one (1) by the number eighteen (18)."

4. Each unit added to Brookridge Condominium by this Second Amendment shall be entitled to one (1) vote at meetings of the Association as provided in Section 10.2 of the Declaration For Brookridge Condominium.

IN WITNESS WHEREOF, Berlinburg Development Corp., Declarant, has caused this document to be executed by its duly authorized officers at New Berlin, Wisconsin this 15th day of June, 1985.

BERLINBURG DEVELOPMENT CORP.

By: _____
James F. Burg, President

Attest: _____
Robert F. Benz, Secretary

AUTHENTICATION

Signatures of James F. Burg and Robert F. Benz authenticated this 15th day of June, 1985.

_____
John E. Rupke
Title: Member, State Bar of Wisconsin

This Instrument was drafted by:
John E. Rupke
SCHMIDT & RUPKE
2401 North Mayfair Road
Milwaukee, WI 53226

JER/ja:2

EXHIBIT A

(to Second Amendment To Declaration For Brookridge Condominium)

A tract of land in the Northeast 1/4 of Section 3, Town 6 North, Range 20 East, in the City of New Berlin, County of Waukesha, State of Wisconsin, bounded and described as follows:

Commence at the East 1/4 corner of said Section, thence N 01°19'03" E, along the East line of said 1/4 Section, 661.50 feet to a point; thence S 87°19'03" W, 376.30 feet to the point of beginning; thence N 31°30'33" W, 145.25 feet to a point; thence S 66°56'37" W, 22.01 feet to a point of curvature; thence Southwesterly, along a convexed curve, whose radius is located Northerly (Radius 130.00, Chord 110.14, Chord Bearing N 87°59'35" W), 113.73 feet to a point on curve; thence S 20°16'22" W, 139.65 feet to a point; thence N 87°19'03" E, 254.90 feet to the point of beginning.

1300525

679 830

BROOKRIDGE CONDOMINIUM

NEW BERLIN , WISCONSIN

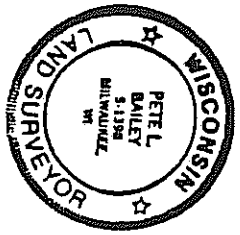
SECOND AMENDMENT to CONDOMINIUM PLAT

WAUKESHA COUNTY

This Second Amendment to Condominium Plat for Brookridge Condominium contains a survey of the property added to and made a part of Brookridge Condominium by Second Amendment to Declaration for Brookridge Condominium and shows the building to be located on such added property and location of units within such building.

June 9th, 1985
Date

Pete L Bailey
Pete L. Bailey, RLS. No. 1394



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BROOKRIDGE CONDOMINIUM PHASE 3
WAUKESHA , COUNTY

SURVEYOR'S CERTIFICATION

STATE OF WISCONSIN)
RACINE COUNTY) SS

I, PETE L. BAILEY, Registered Land Surveyor, do hereby certify that I have surveyed the property described and that this survey is an accurate representation of the exterior boundary lines and the location of the building on said property. This plat is a correct representation of BROOKRIDGE CONDOMINIUM, PHASE 3 and the identification and location of each unit and the common area can be determined from the plat. This surveyor makes no certification as to the accuracy of the diagrammatic floor plans of the condominium building and units contained in the Condominium Plat or the approximate dimensions or floor area thereof.

Dated June 9, 1985

Pete L Bailey

Pete L. Bailey, RLS No. 1393

DESCRIPTION:

A tract of land in the Northeast 1/4 of Section 3, Town 6 North, Range 20 East, in the City of New Berlin, County of Waukesha, State of Wisconsin, bounded and described as follows:

Commence at the East 1/4 corner of said Section; thence N 01°13'03" E, along the East line of said 1/4 Section, 661.50 feet to a point; thence S 87°19'03" W, 376.30 feet to the point of beginning; thence N 31°30'33" W, 145.25 feet to a point; thence S 66°56'37" W, 22.01 feet to a point of curvature; thence Southwesterly, along a convexed curve, whose radius is located Northerly (Radius 130.00, Chord 110.14, Chord Bearing N 87°59'35" W), 113.73 feet to a point on curve; thence S 20°16'22" W, 139.65 feet to a point; thence N 87°19'03" E, 254.90 feet to the point of beginning.

NOTE:

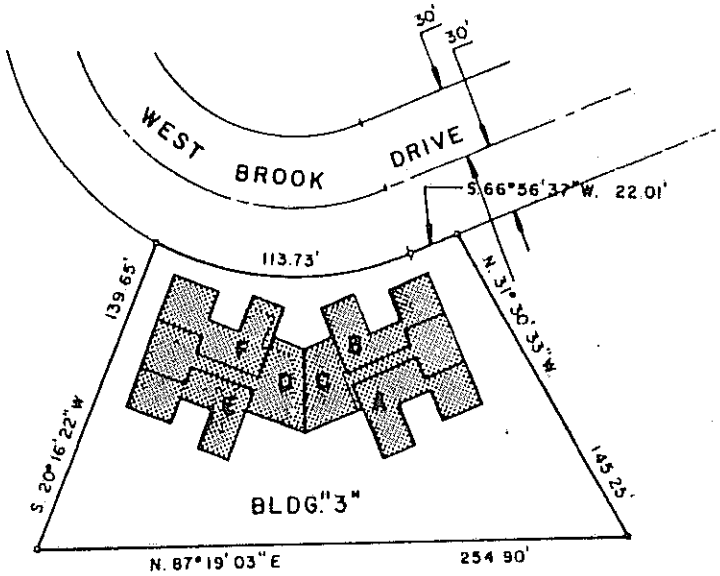
Shaded area reflects the building location.

Light area reflects common area.

Letter reflect the units within the building.

WISCONSIN
PETE L. BAILEY S 1393 MILWAUKEE, WI
LAND SURVEYOR

NORTH
SCALE 1" = 50'



BROOKRIDGE CONDOMINIUM

NEW BERLIN, WISCONSIN

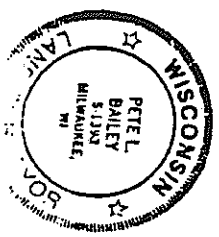
UNIT FLOOR PLANS

PHASE 3

Cedarwood Model - Units 3-A,B,E,F

Briarwood Model - None

Ashwood Model - Units 3-C,D



1308773

1308773

THIRD AMENDMENT TO DECLARATION FOR BROOKRIDGE CONDOMINIUM

1985 AUG 23 693 846

REEL 693 IMAGE 846

This Third Amendment to Declaration For Brookridge Condominium is made pursuant to and as authorized by Section 703.26 of the Wisconsin Statutes and Section 22 of the Declaration For Brookridge Condominium, which was recorded August 22, 1984 in the Office of Register of Deeds for Waukesha County in Reel 628 at Images 001-014 as Document No. 1269172 by Berlinburg Development Corp., a Wisconsin Corporation.

1. The property described in Exhibit A attached hereto is hereby added to and made a part of the property which comprises Brookridge Condominium. This added property is that portion of the Future Phases of Brookridge Condominium shown as Phase 4 in the original Condominium Plat for Brookridge Condominium and the property described in the Third Amendment to the Condominium Plat for Brookridge Condominium.

2. The number of units added to Brookridge Condominium by this Third Amendment is six (6) and the addresses of such units are 15731-15751 West Brook Drive, New Berlin, WI 53151. All units shall be in one (1) building located on the property described in Exhibit A attached hereto. After the addition of these units, the units in Brookridge Condominium are as follows, as shown on the Condominium Plat, as amended:

Phase	Building	Unit	Address
1	1	A	15605 West Brook Drive
1	1	B	15601 West Brook Drive
1	1	C	15609 West Brook Drive
1	1	D	15613 West Brook Drive
1	1	E	15617 West Brook Drive
1	1	F	15621 West Brook Drive
2	2	A	15635 West Brook Drive
2	2	B	15631 West Brook Drive
2	2	C	15639 West Brook Drive
2	2	D	15643 West Brook Drive
2	2	E	15647 West Brook Drive
2	2	F	15651 West Brook Drive
3	3	A	15661 West Brook Drive
3	3	B	15665 West Brook Drive
3	3	C	15669 West Brook Drive
3	3	D	15673 West Brook Drive
3	3	E	15681 West Brook Drive
3	3	F	15677 West Brook Drive
4	4	A	15747 West Brook Drive
4	4	B	15751 West Brook Drive
4	4	C	15743 West Brook Drive
4	4	D	15739 West Brook Drive
4	4	E	15735 West Brook Drive
4	4	F	15731 West Brook Drive

EXHIBIT A

(to Third Amendment To Declaration For Brookridge Condominium)

A tract of land in the Northeast 1/4 of Section 3, Town 6 North, Range 20 East, in the City of New Berlin, County of Waukesha, State of Wisconsin, bounded and described as follows:

Commence at the East 1/4 corner of said Section; thence N 01°19'03" E, along the East line of said 1/4 Section, 661.50 feet to a point; thence S 87°19'03" W, 631.20 feet to the point of beginning; thence N 20°16'22" E, 139.65 feet to a point on curve; thence Northwesterly, along a concaved curve, whose radius is located Northeasterly (Radius 130.00, Chord 122.08, Chord Bearing N 34°55'35" W), 127.08 feet to a point; thence S 78°56'37" W, 665.82 feet to a point; thence S 01°12'03" W, 135.09 feet to a point; thence N 87°19'03" E, 678.54 feet to the point of beginning.

3. The second paragraph of Section 9 of the Declaration for Brookridge Condominium is hereby amended to read as follows:

> "The percentage of such undivided interest in the common elements and facilities relating to each unit and its owner for all purposes, including proportionate payment of common expenses, shall be determined by dividing the number one (1) by the number twenty-four (24)."

4. Each unit added to Brookridge Condominium by this Third Amendment shall be entitled to one (1) vote at meetings of the Association as provided in Section 10.2 of the Declaration For Brookridge Condominium.

IN WITNESS WHEREOF, Berlinburg Development Corp., Declarant, has caused this document to be executed by its duly authorized officers at New Berlin, Wisconsin this 21st day of August, 1985.

BERLINBURG DEVELOPMENT CORP.

By: _____
James F. Burg, President

REEL 693 IMAGE 348

Attest: _____
Robert F. Benz, Secretary

AUTHENTICATION

Signatures of James F. Burg and Robert F. Benz authenticated this 21st day of August, 1985.

_____
John E. Rupke
Title: Member, State Bar of Wisconsin

This Instrument was drafted by:
John E. Rupke
SCHMIDT & RUPKE
2401 North Mayfair Road
Milwaukee, WI 53226

ja:2:8/21/85

BROOKRIDGE CONDOMINIUM

NEW BERLIN , WISCONSIN

THIRD AMENDMENT to CONDOMINIUM PLAT

WAUKESHA COUNTY

This Third Amendment to Condominium Plat for Brookridge Condominium contains a survey of the property added to and made a part of Brookridge Condominium by Third Amendment to Declaration for Brookridge Condominium and shows the building to be located on such added property and location of units within such building.

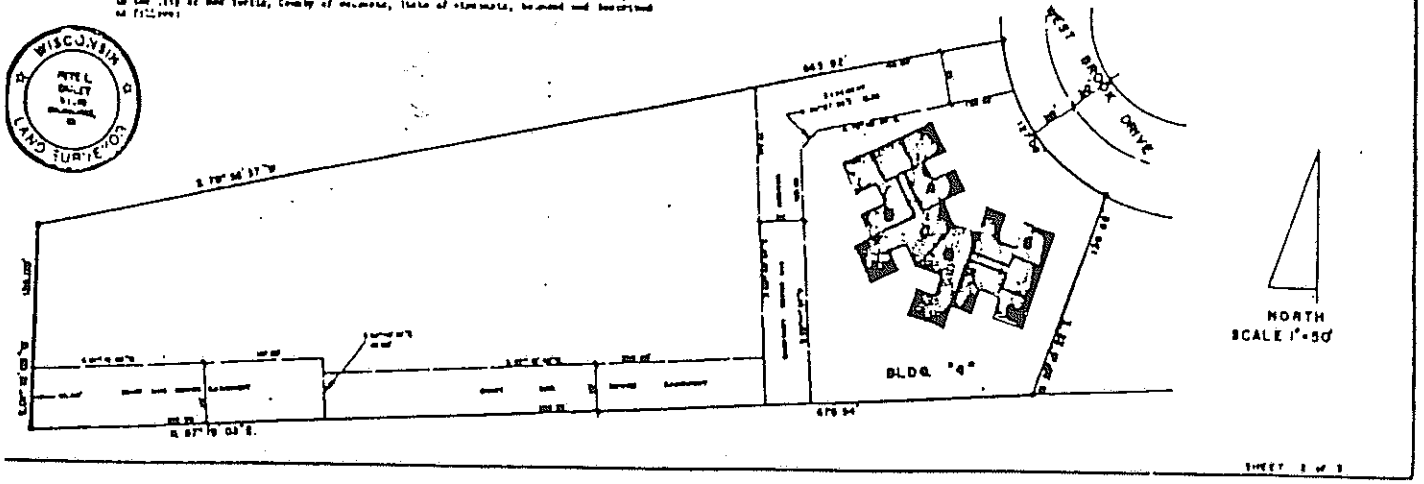
August 19, 1985
Date

Pete L Bailey
Pete L Bailey, RLS No. 1398



BROOKRIDGE CONDOMINIUM, PHASE 4

WAUKESHA COUNTY



BROOKRIDGE CONDOMINIUM

NEW BERLIN, WISCONSIN

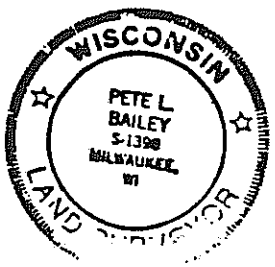
UNIT FLOOR PLANS

PHASE 4

Cedarwood Model - Units 4-A,B,E,F

Briarwood Model - Units 4-C,D

Ashwood Model - None



1618256 REEL 709 IMAGE 857

FOURTH AMENDMENT TO DECLARATION FOR

BROOKRIDGE CONDOMINIUM

This Fourth Amendment to Declaration For Brookridge Condominium is made pursuant to and as authorized by Section 703.26 of the Wisconsin Statutes and Section 22 of the Declaration For Brookridge Condominium, which was recorded August 22, 1984 in the Office of Register of Deeds for Waukesha County in Reel 628 at Images 001-014 as Document No. 1269172 by Berlinburg Development Corp., a Wisconsin Corporation.

1. The property described in Exhibit A attached hereto is hereby added to and made a part of the property which comprises Brookridge Condominium. This added property is that portion of the Future Phases of Brookridge Condominium shown as Phase 5 in the original Condominium Plat for Brookridge Condominium and the property described in the Fourth Amendment to the Condominium Plat for Brookridge Condominium.

2. The number of units added to Brookridge Condominium by this Fourth Amendment is six (6) and the addresses of such units are 15662-15682 West Brook Drive, New Berlin, WI 53151. All units shall be in one (1) building located on the property described in Exhibit A attached hereto. After the addition of these units, the units in Brookridge Condominium are as follows, as shown on the Condominium Plat, as amended:

Phase	Building	Unit	Address
1	1	A	15605 West Brook Drive
1	1	B	15601 West Brook Drive
1	1	C	15609 West Brook Drive
1	1	D	15613 West Brook Drive
1	1	E	15617 West Brook Drive
1	1	F	15621 West Brook Drive
2	2	A	15635 West Brook Drive
2	2	B	15631 West Brook Drive
2	2	C	15639 West Brook Drive
2	2	D	15643 West Brook Drive
2	2	E	15647 West Brook Drive
2	2	F	15651 West Brook Drive
3	3	A	15661 West Brook Drive
3	3	B	15665 West Brook Drive
3	3	C	15669 West Brook Drive
3	3	D	15673 West Brook Drive
3	3	E	15681 West Brook Drive
3	3	F	15677 West Brook Drive
4	4	A	15747 West Brook Drive
4	4	B	15751 West Brook Drive
4	4	C	15743 West Brook Drive
4	4	D	15739 West Brook Drive
4	4	E	15735 West Brook Drive
4	4	F	15731 West Brook Drive

5	5	A	15678 West Brook Drive
5	5	B	15682 West Brook Drive
5	5	C	15674 West Brook Drive
5	5	D	15670 West Brook Drive
5	5	E	15666 West Brook Drive
5	5	F	15662 West Brook Drive

3. The second paragraph of Section 9 of the Declaration for Brookridge Condominium is hereby amended to read as follows:

> "The percentage of such undivided interest in the common elements and facilities relating to each unit and its owner for all purposes, including proportionate payment of common expenses, shall be determined by dividing the number one (1) by the number thirty (30)."

4. Each unit added to Brookridge Condominium by this Fourth Amendment shall be entitled to one (1) vote at meetings of the Association as provided in Section 10.2 of the Declaration For Brookridge Condominium.

IN WITNESS WHEREOF, Berlinburg Development Corp., Declarant, has caused this document to be executed by its duly authorized officers at New Berlin, Wisconsin this 22nd day of October, 1985.

BERLINBURG DEVELOPMENT CORP.

By: _____
James F. Burg, President

Attest: _____
Robert F. Benz, Secretary

AUTHENTICATION

Signatures of James F. Burg and Robert F. Benz authenticated this 22nd day of October, 1985.

_____
John E. Rupke
Title: Member, State Bar of Wisconsin

Ref: This Instrument was drafted by:
John E. Rupke
SCHMIDT & RUPKE
2401 North Mayfair Road
Milwaukee, WI 53226

ja:2:10/17/85

EXHIBIT A

(to Fourth Amendment To Declaration For Brookridge Condominium)

A tract of land in the Northeast 1/4 of Section 3, Town 6 North, Range 20 East, in the City of New Berlin, County of Waukesha, State of Wisconsin, bounded and described as follows:

Commence at the East 1/4 corner of said Section; thence N 01°19'03" E, along the East line of said 1/4 Section, 986.39 feet to a point; thence S 87°19'03" W, 444.98 feet to the point of beginning; thence S 23°03'23" E, 116.16 feet to a point; thence S 66°56'37" W, 113.05 feet to a point of curvature; thence Northwesterly, along a concaved curve, whose radius is located Northeasterly (Radius 70.00, Chord 123.90, Chord Bearing N 50°48'23" W), 152.11 feet to a point of tangency; thence N 11°26'37" E, 74.34 feet to a point; thence S 90°00'00" E, 139.80 feet to the point of beginning.

REEL 709 IMAGE 859

1318256

709 857

BROOKRIDGE CONDOMINIUM

NEW BERLIN , WISCONSIN

FOURTH AMENDMENT to CONDOMINIUM PLAT

WAUKESHA COUNTY

This Fourth Amendment to Condominium Plat for Brookridge Condominium contains a survey of the property added to and made a part of Brookridge Condominium be Fourth Amendment to Declaration for Brookridge Condominium and shows the building to be located on such added property and location of units within such building.

October 6, 1985
Date

Pete L. Bailey
Pete L. Bailey, RLS No. 1398

WISCONSIN
PETE L. BAILEY
S-1398
MILWAUKEE, WI
LAND SURVEYOR

SHEET 1

BROOKRIDGE CONDOMINIUM, PHASE 5

WAUKESHA COUNTY

SURVEYOR'S CERTIFICATION:

STATE OF WISCONSIN)
RACINE COUNTY) SS

I, PETE L. BAILEY, Registered Land Surveyor, do hereby certify that I have surveyed the property described and that this survey is an accurate representation of the exterior boundary lines and the location of the building on said property. This plat is a correct representation of BROOKRIDGE CONDOMINIUM, PHASE 5 and the identification and location of each unit and the common are can be determined from the plat. This surveyor makes no certification as to the accuracy of the diagrammatic floor plans of the condominium building and units contained in the Condominium Plat or the approximate dimensions or floor area thereof.

Dated October 06, 1985.

Pete L. Bailey

Pete L. Bailey, RLS No. 01398

WISCONSIN
PETE L. BAILEY
S-1398
MILWAUKEE, WIS
LAND SURVEYOR

DESCRIPTION:

A tract of land in the Northeast 1/4 of Section 3, Town 6 North, Range 20 East, in the City of New Berlin, County of Waukesha, State of Wisconsin, bounded and described as follows:

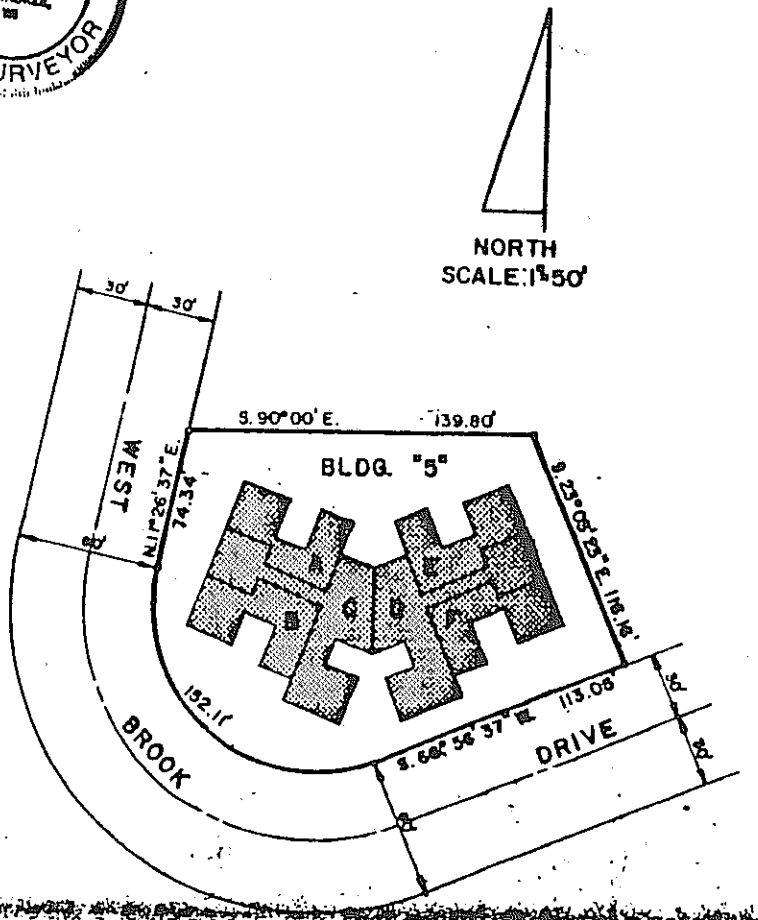
Commence at the East 1/4 corner of said Section; thence N 01°19'03" E, along the East line of said 1/4 Section, 986.39 feet to a point; thence S 87°19'03" W, 444.98 feet to the point of beginning; thence S 23°03'23" E, 116.16 feet to a point; thence S 66°56' 37" W, 113.05 feet to a point of curvature; thence Northwesterly, along a concaved curve, whose radius is located Northeasterly (Radius 70.00, Chord 123.90, Chord Bearing N 50°48'23" W), 152.11 feet to a point of tangency; thence N 11°26'37" E, 74.34 feet to a point; thence S 90°00'00" E, 139.80 feet to the point of beginning.

NOTE:

Shaded area reflects the building location.

Light area reflects common area.

Letters reflect the units within the building.



BROOKRIDGE CONDOMINIUM

NEW BERLIN, WISCONSIN

UNIT FLOOR PLANS

PHASE 5

Cedarwood Model - Units 5-A,B,E,F

Briarwood Model - Units 5-C,D

Ashwood Model - None



1326618

1326618

REGISTER'S OFFICE
1985 DEC 26 PM 1:41
REEL 725 IMAGE 336

FIFTH AMENDMENT TO DECLARATION FOR BROOKRIDGE CONDOMINIUM

This Fifth Amendment to Declaration For Brookridge Condominium is made pursuant to and as authorized by Section 703.26 of the Wisconsin Statutes and Section 22 of the Declaration For Brookridge Condominium, which was recorded August 22, 1984 in the Office of Register of Deeds for Waukesha County in Reel 628 at Images 001-014 as Document No. 1269172 by Berlinburg Development Corp., a Wisconsin Corporation.

1. The property described in Exhibit A attached hereto is hereby added to and made a part of the property which comprises Brookridge Condominium. This added property is that portion of the Future Phases of Brookridge Condominium shown as Phase 6 in the original Condominium Plat for Brookridge Condominium and the property described in the Fifth Amendment to the Condominium Plat for Brookridge Condominium.

2. The number of units added to Brookridge Condominium by this Fifth Amendment is six (6) and the addresses of such units are 15622-15642 West Brook Drive, New Berlin, WI 53151. All units shall be in one (1) building located on the property described in Exhibit A attached hereto. After the addition of these units, the units in Brookridge Condominium are as follows, as shown on the Condominium Plat, as amended:

Phase	Building	Unit	Address
1	1	A	15605 West Brook Drive
1	1	B	15601 West Brook Drive
1	1	C	15609 West Brook Drive
1	1	D	15613 West Brook Drive
1	1	E	15617 West Brook Drive
1	1	F	15621 West Brook Drive
2	2	A	15635 West Brook Drive
2	2	B	15631 West Brook Drive
2	2	C	15639 West Brook Drive
2	2	D	15643 West Brook Drive
2	2	E	15647 West Brook Drive
2	2	F	15651 West Brook Drive
3	3	A	15661 West Brook Drive
3	3	B	15665 West Brook Drive
3	3	C	15669 West Brook Drive
3	3	D	15673 West Brook Drive
3	3	E	15681 West Brook Drive
3	3	F	15677 West Brook Drive
4	4	A	15747 West Brook Drive
4	4	B	15751 West Brook Drive
4	4	C	15743 West Brook Drive
4	4	D	15739 West Brook Drive
4	4	E	15735 West Brook Drive
4	4	F	15731 West Brook Drive

5	5	A	15678 West Brook Drive
5	5	B	15682 West Brook Drive
5	5	C	15674 West Brook Drive
5	5	D	15670 West Brook Drive
5	5	E	15666 West Brook Drive
5	5	F	15662 West Brook Drive
6	6	A	15642 West Brook Drive
6	6	B	15638 West Brook Drive
6	6	C	15634 West Brook Drive
6	6	D	15630 West Brook Drive
6	6	E	15622 West Brook Drive
6	6	F	15626 West Brook Drive

3. The second paragraph of Section 9 of the Declaration for Brookridge Condominium is hereby amended to read as follows:

> "The percentage of such undivided interest in the common elements and facilities relating to each unit and its owner for all purposes, including proportionate payment of common expenses, shall be determined by dividing the number one (1) by the number thirty (36)."

4. Each unit added to Brookridge Condominium by this Fifth Amendment shall be entitled to one (1) vote at meetings of the Association as provided in Section 10.2 of the Declaration For Brookridge Condominium.

IN WITNESS WHEREOF, Berlinburg Development Corp., Declarant, has caused this document to be executed by its duly authorized officers at New Berlin, Wisconsin this 19th day of December, 1985.

BERLINBURG DEVELOPMENT CORP.

By: _____
James F. Burg, President

Attest: _____
Robert F. Benz, Secretary

AUTHENTICATION

Signatures of James F. Burg and Robert F. Benz authenticated this 19th day of December, 1985.

_____
John E. Rupke
Title: Member, State Bar of Wisconsin

RETURN TO:

This Instrument drafted by:
John E. Rupke
SCHMIDT & RUPKE
7101 N. Mayfair Road
Milwaukee, WI 53226

EXHIBIT A

(to Fifth Amendment To Declaration For Brookridge Condominium)

A tract of land in the Northeast 1/4 of Section 3, Town 6 North, Range 20 East, in the City of New Berlin, County of Waukesha, State of Wisconsin, bounded and described as follows:

Commence at the East 1/4 corner of said Section; thence N 01°19'03" E, along the East line of said 1/4 Section, 986.39 feet to a point; thence S 88°23'00" W, 228.25 feet to the point of beginning; thence S 16°26'37" W, 111.70 feet to a point; thence N 79°03'23" W, 28.38 feet to a point of curvature; thence Southwesterly, along a convexed curve, whose radius is located Southerly (Radius 150.00', Chord 87.71', Chord Bearing S 83°56'37" W), 89.01 feet to a point of tangency; thence S 66°56'37" W, 26.23 feet to a point; thence N 23°03'23" W, 116.16 feet to a point; thence N 86°11'43" E, 216.81 feet to the point of beginning.

BROOKRIDGE CONDOMINIUM

NEW BERLIN, WISCONSIN

FIFTH AMENDMENT to CONDOMINIUM PLAT

WAUKESHA COUNTY

This Fifth Amendment to Condominium Plat for Brookridge Condominium contains a survey of the property added to and made a part of Brookridge Condominium by Fifth Amendment to Declaration for Brookridge Condominium and shows the building to be located on such added property and location of units within such building.

October 6, 1985
Date

Pete L Bailey
Pete L. Bailey, RLS No. 1398

WISCONSIN
PETE L. BAILEY
S-1398
MILWAUKEE, WI
LAND SURVEYOR

BROOKRIDGE CONDOMINIUM, PHASE 6
WAUKESHA COUNTY

SURVEYOR'S CERTIFICATION:

STATE OF WISCONSIN)
RACINE COUNTY)SS

I, PETE L. BAILEY, Registered Land Surveyor, do hereby certify that I have surveyed the property described and that this survey is an accurate representation of the exterior boundary lines and the location of the building on said property. This plat is a correct representation of BROOKRIDGE CONDOMINIUM, PHASE 5 and the identification and location of each unit and the common area can be determined from the plat. This surveyor makes no certification as to the accuracy of the diagrammatic floor plans of the condominium building and units contained in the Condominium Plat or the approximate dimensions or floor area thereof.

Dated October 06, 1985.

Pete L. Bailey
PETE L. BAILEY, RLS NO. 1398

DESCRIPTION:

A tract of land in the Northeast 1/4 of Section 3, Town 6 North, Range 20 East, in the City of New Berlin, County of Waukesha, State of Wisconsin, bounded and described as follows:

Commence at the East 1/4 corner of said Section; thence N 01°19'03" E, along the East line of said 1/4 Section, 986.39 feet to a point; thence S 88°23'00" W, 228.25 feet to the point of beginning; thence S 16°26'37" W, 111.70 feet to a point; thence N 79°03' 23" W, 28.38 feet to a point of curvature; thence Southwesterly, along a convexed curve, whose radius is located Southerly (Radius 150.00', Chord 87.71', Chord Bearing S 83°56'37" W), 89.01 feet to a point of tangency; thence S 66°56'37" W, 26.23 feet to a pint; thence N 23° 03'23" W, 116.16 feet to a point; thence N 86°11'43" E, 216.81 feet to the point of beginning.

NOTE:

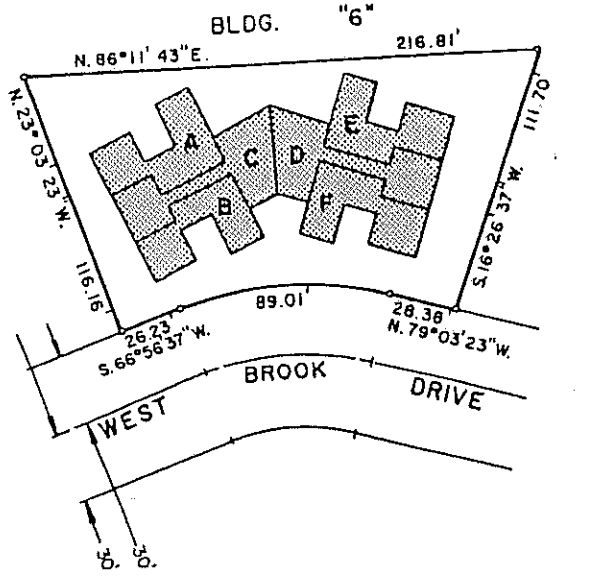
Shaded area reflects the building location.

Light area reflects common area.

Letters reflect the units within the building.

WISCONSIN
PETE L. BAILEY S-1398 MILWAUKEE, WI
LAND SURVEYOR

NORTH
SCALE: 1" = 50'



BROOKRIDGE CONDOMINIUM

NEW BERLIN, WISCONSIN

UNIT FLOOR PLANS

PHASE 6:

Cedarwood Model- Units 6-A,B,E,F

Briarwood Model- None

Ashwood Model - Units 6-C,D



1347895

REEL 0763 IMAGE 0700

PR

11 70

SIXTH AMENDMENT TO DECLARATION FOR BROOKRIDGE CONDOMINIUM

This Sixth Amendment to Declaration For Brookridge Condominium is made pursuant to and as authorized by Section 703.26 of the Wisconsin Statutes and Section 22 of the Declaration For Brookridge Condominium, which was recorded August 22, 1984 in the Office of Register of Deeds for Waukesha County in Reel 628 at Images 001-014 as Document No. 1269172 by Berlinburg Development Corp., a Wisconsin Corporation.

1. The property described in Exhibit A attached hereto is hereby added to and made a part of the property which comprises Brookridge Condominium. This added property is that portion of the Future Phases of Brookridge Condominium shown as Phase 7 in the original Condominium Plat for Brookridge Condominium and the property described in the Sixth Amendment to the Condominium Plat for Brookridge Condominium.

2. The number of units added to Brookridge Condominium by this Sixth Amendment is six (6) and the addresses of such units are 15601, 15605 and 15609 West Ridge Road, New Berlin, WI 53151 and 15602, 15606 and 15610 West Brook Drive, New Berlin, WI 53151. All units shall be in one (1) building located on the property described in Exhibit A attached hereto. After the addition of these units, the units in Brookridge Condominium are as follows, as shown on the Condominium Plat, as amended:

Phase	Building	Unit	Address
1	1	A	15605 West Brook Drive
1	1	B	15601 West Brook Drive
1	1	C	15609 West Brook Drive
1	1	D	15613 West Brook Drive
1	1	E	15617 West Brook Drive
1	1	F	15621 West Brook Drive
2	2	A	15635 West Brook Drive
2	2	B	15631 West Brook Drive
2	2	C	15639 West Brook Drive
2	2	D	15643 West Brook Drive
2	2	E	15647 West Brook Drive
2	2	F	15651 West Brook Drive
3	3	A	15661 West Brook Drive
3	3	B	15665 West Brook Drive
3	3	C	15669 West Brook Drive
3	3	D	15673 West Brook Drive
3	3	E	15681 West Brook Drive
3	3	F	15677 West Brook Drive
4	4	A	15747 West Brook Drive
4	4	B	15751 West Brook Drive
4	4	C	15743 West Brook Drive
4	4	D	15739 West Brook Drive
4	4	E	15735 West Brook Drive
4	4	F	15731 West Brook Drive

5	5	A	15678 West Brook Drive
5	5	B	15682 West Brook Drive
5	5	C	15674 West Brook Drive
5	5	D	15670 West Brook Drive
5	5	E	15666 West Brook Drive
5	5	F	15662 West Brook Drive
6	6	A	15642 West Brook Drive
6	6	B	15638 West Brook Drive
6	6	C	15634 West Brook Drive
6	6	D	15630 West Brook Drive
6	6	E	15622 West Brook Drive
6	6	F	15626 West Brook Drive
7	7	A	15601 West Ridge Road
7	7	B	15605 West Ridge Road
7	7	C	15609 West Ridge Road
7	7	D	15602 West Brook Drive
7	7	E	15606 West Brook Drive
7	7	F	15610 West Brook Drive

3. The second paragraph of Section 9 of the Declaration for Brookridge Condominium is hereby amended to read as follows:

> "The percentage of such undivided interest in the common elements and facilities relating to each unit and its owner for all purposes, including proportionate payment of common expenses, shall be determined by dividing the number one (1) by the number thirty (42)."

4. Each unit added to Brookridge Condominium by this Sixth Amendment shall be entitled to one (1) vote at meetings of the Association as provided in Section 10.2 of the Declaration For Brookridge Condominium.

IN WITNESS WHEREOF, Berlinburg Development Corp., Declarant, has caused this document to be executed by its duly authorized officers at New Berlin, Wisconsin this 21st day of May, 1986.

BERLINBURG DEVELOPMENT CORP.

By: _____
James F. Burg, President

ATTEST:

_____
Robert F. Benz, Secretary

AUTHENTICATION

Signatures of James F. Burg and Robert F. Benz authenticated this 21st day of May, 1986.

_____
John E. Rupke
Title: Member, State Bar of Wisconsin

REEL 0763 IMAGE 0702

EXHIBIT A

(to Sixth Amendment To Declaration For Brookridge Condominium)

A tract of land in the Northwest 1/4 of Section 3, Town 6 North, Range 20 East, in the City of New Berlin, County of Waukesha, State of Wisconsin, bounded and described as follows:

Commence at the East 1/4 corner of said Section; thence N 01°19'03" E, along the East line of said 1/4 Section, 1096.53 feet to a point; thence S 87°26'37" W, 216.19 feet to the point of beginning; thence S 06°54'20" W, 125.81 feet to a point; thence S 16°26'37" W, 111.70 feet to a point; thence S 79°03'23" E, 29.86 feet to a point of curvature; thence Northerly and Westerly along a curve to the left with a radius of 120.00 feet, subtended by a chord of 238.34 feet and bears N 04°11'37" E, 405.27 feet to the point of beginning.

1347895

REGISTER'S OFFICE
WAUKESHA COUNTY, WIS. } SS
RECORDED AT

1986 MAY 27 PM 1:14

REEL 763 IMAGE 700

[signature]
REGISTER OF DEEDS

1352296

REGISTER'S OFFICE
WAUKESHA COUNTY, WIS. } SS
FEE

1352296

1986 JUN 17 PM 2:41

REEL 0770 IMAGE 1147

REEL _____ IMAGE _____

SEVENTH AMENDMENT TO DECLARATION FOR BROOKRIDGE CONDOMINIUM

This Seventh Amendment to Declaration For Brookridge Condominium is made pursuant to and as authorized by Section 703.26 of the Wisconsin Statutes and Section 22 of the Declaration For Brookridge Condominium, which was recorded August 22, 1984 in the Office of Register of Deeds for Waukesha County in Reel 628 at Images 001-014 as Document No. 1269172 by Berlinburg Development Corp., a Wisconsin Corporation.

1. The legal description in Exhibit A to the Sixth Amendment to Declaration for Brookridge Condominium dated May 21, 1986, recorded May 27, 1986 in the Office of Register of Deeds for Waukesha County in Reel 763 at Image 700 as Document No. 1347895, is hereby corrected to substitute "Northeast" for "Northwest" in the first line therein.

2. The property described in Exhibit A attached hereto is hereby added to and made a part of the property which comprises Brookridge Condominium. This added property is that portion of the Future Phases of Brookridge Condominium shown as Phase 8 in the original Condominium Plat for Brookridge Condominium and the property described in the Seventh Amendment to the Condominium Plat for Brookridge Condominium.

3. The number of units added to Brookridge Condominium by this Seventh Amendment is six (6) and the addresses of such units are 15621-15641 West Ridge Road, New Berlin, WI 53151. All units shall be in one (1) building located on the property described in Exhibit A attached hereto. After the addition of these units, the units in Brookridge Condominium are as follows, as shown on the Condominium Plat, as amended:

Phase	Building	Unit	Address
1	1	A	15605 West Brook Drive
1	1	B	15601 West Brook Drive
1	1	C	15609 West Brook Drive
1	1	D	15613 West Brook Drive
1	1	E	15617 West Brook Drive
1	1	F	15621 West Brook Drive
2	2	A	15635 West Brook Drive
2	2	B	15631 West Brook Drive
2	2	C	15639 West Brook Drive
2	2	D	15643 West Brook Drive
2	2	E	15647 West Brook Drive
2	2	F	15651 West Brook Drive

3	3	A	15661 West Brook Drive
3	3	B	15665 West Brook Drive
3	3	C	15669 West Brook Drive
3	3	D	15673 West Brook Drive
3	3	E	15681 West Brook Drive
3	3	F	15677 West Brook Drive
4	4	A	15747 West Brook Drive
4	4	B	15751 West Brook Drive
4	4	C	15743 West Brook Drive
4	4	D	15739 West Brook Drive
4	4	E	15735 West Brook Drive
4	4	F	15731 West Brook Drive
5	5	A	15678 West Brook Drive
5	5	B	15682 West Brook Drive
5	5	C	15674 West Brook Drive
5	5	D	15670 West Brook Drive
5	5	E	15666 West Brook Drive
5	5	F	15662 West Brook Drive
6	6	A	15642 West Brook Drive
6	6	B	15638 West Brook Drive
6	6	C	15634 West Brook Drive
6	6	D	15630 West Brook Drive
6	6	E	15622 West Brook Drive
6	6	F	15626 West Brook Drive
7	7	A	15601 West Ridge Road
7	7	B	15605 West Ridge Road
7	7	C	15609 West Ridge Road
7	7	D	15602 West Brook Drive
7	7	E	15606 West Brook Drive
7	7	F	15610 West Brook Drive
8	8	A	15637 West Ridge Road
8	8	B	15641 West Ridge Road
8	8	C	15633 West Ridge Road
8	8	D	15629 West Ridge Road
8	8	E	15625 West Ridge Road
8	8	F	15621 West Ridge Road

4. The second paragraph of Section 9 of the Declaration for Brookridge Condominium is hereby amended to read as follows:

> "The percentage of such undivided interest in the common elements and facilities relating to each unit and its owner for all purposes, including proportionate payment of common expenses, shall be determined by dividing the number one (1) by the number forty-eight (48)."

5. Each unit added to Brookridge Condominium by this Seventh Amendment shall be entitled to one (1) vote at meetings of the Association as provided in Section 10.2 of the Declaration For Brookridge Condominium.

IN WITNESS WHEREOF, Berlinburg Development Corp., Declarant, has caused this document to be executed by its duly authorized officers at New Berlin, Wisconsin this 12th day of June, 1986.

BERLINBURG DEVELOPMENT CORP.

By: _____
James F. Burg, President

Attest: _____
Robert F. Benz, Secretary

AUTHENTICATION

Signatures of James F. Burg and Robert F. Benz authenticated this 12th day of June, 1986.

_____
John E. Rupke
Title: Member, State Bar of Wisconsin

This Instrument Drafted By:
John E. Rupke

EXHIBIT A

(to Seventh Amendment To Declaration For Brookridge Condominium)

A tract of land in the Northeast 1/4 of Section 3, Town 6 North, Range 20 East, in the City of New Berlin, County of Waukesha, State of Wisconsin, bounded and described as follows:

Commence at the East 1/4 corner of said Section; thence N 01°19'03" E, along the East line of said 1/4 Section, 1096.53 feet to a point; thence S 87°26'37" W, 216.19 feet to the point of beginning; thence S 06°54'20" W, 125.81 feet to a point; thence S 87°41'12" W, 178.53 feet to a point; thence N 07°26'37" E, 125.25 feet to a point; thence N 87°26'37" E, 177.46 feet to the point of beginning.

RETURN TO:
John E. Rupke
SCHMIDT & RUPKE
2401 N. Mayfair Road
Milwaukee, WI 53226

1352298

REGISTER'S OFFICE
WAUKESHA COUNTY, WI

1996 JUN 17 PM 2:42

REEL 0770 IMAGE 1151

EIGHTH AMENDMENT TO DECLARATION FOR BROOKRIDGE CONDOMINIUM

1352298

This Eighth Amendment to Declaration For Brookridge Condominium is made pursuant to and as authorized by Section 703.26 of the Wisconsin Statutes and Section 22 of the Declaration For Brookridge Condominium, which was recorded August 22, 1984 in the Office of Register of Deeds for Waukesha County in Reel 628 at Images 001-014 as Document No. 1269172 by Berlinburg Development Corp., a Wisconsin Corporation.

1. The property described in Exhibit A attached hereto is hereby added to and made a part of the property which comprises Brookridge Condominium. This added property is that portion of the Future Phases of Brookridge Condominium shown as Phase 9 in the original Condominium Plat for Brookridge Condominium and the property described in the Eighth Amendment to the Condominium Plat for Brookridge Condominium.

2. The number of units added to Brookridge Condominium by this Eighth Amendment is six (6) and the addresses of such units are 15651-15669 West Ridge Road, New Berlin, WI 53151. All units shall be in one (1) building located on the property described in Exhibit A attached hereto. After the addition of these units, the units in Brookridge Condominium are as follows, as shown on the Condominium Plat, as amended:

Phase	Building	Unit	Address
1	1	A	15605 West Brook Drive
1	1	B	15601 West Brook Drive
1	1	C	15609 West Brook Drive
1	1	D	15613 West Brook Drive
1	1	E	15617 West Brook Drive
1	1	F	15621 West Brook Drive
2	2	A	15635 West Brook Drive
2	2	B	15631 West Brook Drive
2	2	C	15639 West Brook Drive
2	2	D	15643 West Brook Drive
2	2	E	15647 West Brook Drive
2	2	F	15651 West Brook Drive
3	3	A	15661 West Brook Drive
3	3	B	15665 West Brook Drive
3	3	C	15669 West Brook Drive
3	3	D	15673 West Brook Drive
3	3	E	15681 West Brook Drive
3	3	F	15677 West Brook Drive

4	4	A	15747 West Brook Drive
4	4	B	15751 West Brook Drive
4	4	C	15743 West Brook Drive
4	4	D	15739 West Brook Drive
4	4	E	15735 West Brook Drive
4	4	F	15731 West Brook Drive
5	5	A	15678 West Brook Drive
5	5	B	15682 West Brook Drive
5	5	C	15674 West Brook Drive
5	5	D	15670 West Brook Drive
5	5	E	15666 West Brook Drive
5	5	F	15662 West Brook Drive
6	6	A	15642 West Brook Drive
6	6	B	15638 West Brook Drive
6	6	C	15634 West Brook Drive
6	6	D	15630 West Brook Drive
6	6	E	15622 West Brook Drive
6	6	F	15626 West Brook Drive
7	7	A	15601 West Ridge Road
7	7	B	15605 West Ridge Road
7	7	C	15609 West Ridge Road
7	7	D	15602 West Brook Drive
7	7	E	15606 West Brook Drive
7	7	F	15610 West Brook Drive
8	8	A	15637 West Ridge Road
8	8	B	15641 West Ridge Road
8	8	C	15633 West Ridge Road
8	8	D	15629 West Ridge Road
8	8	E	15625 West Ridge Road
8	8	F	15621 West Ridge Road
9	9	A	15669 West Ridge Road
9	9	B	15665 West Ridge Road
9	9	C	15661 West Ridge Road
9	9	D	15659 West Ridge Road
9	9	E	15651 West Ridge Road
9	9	F	15655 West Ridge Road

3. The second paragraph of Section 9 of the Declaration for Brookridge Condominium is hereby amended to read as follows:

> "The percentage of such undivided interest in the common elements and facilities relating to each unit and its owner for all purposes, including proportionate payment of common expenses, shall be determined by dividing the number one (1) by the number fifty-four (54)."

4. Each unit added to Brookridge Condominium by this Eighth Amendment shall be entitled to one (1) vote at meetings of the Association as provided in Section 10.2 of the Declaration For Brookridge Condominium.

IN WITNESS WHEREOF, Berlinburg Development Corp., Declarant, has caused this document to be executed by its duly authorized officers at New Berlin, Wisconsin this 12th day of June, 1986.

BERLINBURG DEVELOPMENT CORP.

By: _____
James F. Burg, President

Attest: _____
Robert F. Benz, Secretary

AUTHENTICATION

Signatures of James F. Burg and Robert F. Benz authenticated this 12th day of June, 1986.

_____
John E. Rupke
Title: Member, State Bar of Wisconsin

This Instrument Drafted By:
John E. Rupke

REEL 0770 IMAGE 1154

EXHIBIT A

(to Eighth Amendment To Declaration For Brookridge Condominium)

A tract of land in the Northeast 1/4 of Section 3, Town 6 North, Range 20 East, in the City of New Berlin, County of Waukesha, State of Wisconsin, bounded and described as follows:

Commence at the East 1/4 corner of said Section; thence N 01°19'03" E, along the East line of said 1/4 Section, 1096.53 feet to a point; thence S 87°26'37" W, 393.65 feet to the point of beginning; thence S 07°26'37" W, 125.25 feet to a point; thence S 87°41'12" W, 177.89 feet to a point; thence N 11°26'37" E, 52.12 feet to a point of curvature; thence Northeasterly along a curve to the right with a radius of 95.00 feet, subtended by a chord of 116.98 which bears N 49°26'37" W, 126.01 feet to a point of tangency; thence N 87°26'37" E, 94.86 feet to the point of beginning.

RETURN TO:
John E. Rupke
SCHMIDT & RUPKE
2401 N. Mayfair Road
Milwaukee, WI 53226

REGISTER'S OFFICE
WAUKESHA COUNTY, WIS. } SS

1352299

1986 JUN 17 PM 2:42

REEL 0770 IMAGE 1155

NINTH AMENDMENT TO DECLARATION FOR

BROOKRIDGE CONDOMINIUM

1352299

This Ninth Amendment to Declaration For Brookridge Condominium is made pursuant to and as authorized by Section 21 of the Declaration For Brookridge Condominium, which was recorded August 22, 1984 in the Office of the Register of Deeds for Waukesha County in Reel 628 at Images 001-014 as Document No. 1269172 by Berlinburg Development Corp., a Wisconsin corporation.

1. A new Section 28 shall be added to said Declaration to read as follows:

28. **MORTGAGEES**

Any reference in this Declaration to "mortgagee" or "mortgagees" shall mean any person or entity holding a first mortgage on a unit in the Condominium. Wherever in this Declaration any proposed action or amendment requires the consent of a specified percentage of unit owners, such proposed action or amendment shall require the consent of the same percentage of the eligible mortgagees. An eligible mortgagee is one who has filed a written request with the Secretary of the Association that such mortgagee be notified in advance, along with unit owners, of any proposed action or amendment requiring the consent of unit owners. Each eligible mortgagee shall be entitled to one (1) vote for each unit on which it holds a mortgage. Any notices required to be given to unit owners under this Declaration shall also be given to mortgagees. Mortgagees 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 by regular mail or having it delivered personally to such address as is on file with him.

2. Section 10.3 is amended to substitute "five (5)" for "ten (10)" in line 4 therein.

3. Section 22.1 is amended to substitute "seven (7)" for "ten (10)" in line 3 therein.

4. Section 22.5 is amended to substitute "seven-year (7)" for "ten-year (10)" in line 4 therein.

IN WITNESS WHEREOF, Berlinburg Development Corp., Declarant, has caused this document to be executed by its duly authorized officers at New Berlin, Wisconsin this 12th day of June, 1986, and by execution of this document, Berlinburg Development

Corp., certifies that it has received the written consent required under Section 21 of the Declaration For Brookridge Condominium to the amendments set forth herein prior to executing the document.

BERLINBURG DEVELOPMENT CORP.

By: _____
James F. Burg, President

Attest: _____
Robert F. Benz, Secretary

AUTHENTICATION

Signatures of James F. Burg and Robert F. Benz authenticated this 12th day of June, 1989.

_____
John E. Rupke
Title: Member, State Bar of Wisconsin

This Instrument Drafted By:
John E. Rupke

RETURN TO:
John E. Rupke
SCHMIDT & RUPKE
2401 N. Mayfair Road
Milwaukee, WI 53226

ja:2:11/27/85

1400641

REGISTER'S OFFICE
WAUKESHA COUNTY, WIS. SS
FEE
1987 JAN 30 PM 2:58
REEL 1852 IMAGE 0281
Register of Deeds

TENTH AMENDMENT TO DECLARATION FOR BROOKRIDGE CONDOMINIUM

This Tenth Amendment to Declaration For Brookridge Condominium is made pursuant to and as authorized by Section 703.26 of the Wisconsin Statutes and Section 22 of the Declaration For Brookridge Condominium, which was recorded August 22, 1984 in the Office of Register of Deeds for Waukesha County in Reel 628 at Images 001-014 as Document No. 1269172 by Berlinburg Development Corp., a Wisconsin Corporation.

1. The property described in Exhibit A attached hereto is hereby added to and made a part of the property which comprises Brookridge Condominium. This added property is that portion of the Future Phases of Brookridge Condominium shown as Phase 13 in the original Condominium Plat for Brookridge Condominium and the property described in the Ninth Amendment to the Condominium Plat for Brookridge Condominium.

2. The number of units added to Brookridge Condominium by this Tenth Amendment is six (6) and the addresses of such units are 15630-15650 West Ridge Road, New Berlin, WI 53151. All units shall be in one (1) building located on the property described in Exhibit A attached hereto. After the addition of these units, the units in Brookridge Condominium are as follows, as shown on the Condominium Plat, as amended:

Phase	Building	Unit	Address
1	1	A	15605 West Brook Drive
1	1	B	15601 West Brook Drive
1	1	C	15609 West Brook Drive
1	1	D	15613 West Brook Drive
1	1	E	15617 West Brook Drive
1	1	F	15621 West Brook Drive
2	2	A	15635 West Brook Drive
2	2	B	15631 West Brook Drive
2	2	C	15639 West Brook Drive
2	2	D	15643 West Brook Drive
2	2	E	15647 West Brook Drive
2	2	F	15651 West Brook Drive
3	3	A	15661 West Brook Drive
3	3	B	15665 West Brook Drive
3	3	C	15669 West Brook Drive
3	3	D	15673 West Brook Drive
3	3	E	15681 West Brook Drive
3	3	F	15677 West Brook Drive

4	4	A	15747 West Brook Drive
4	4	B	15751 West Brook Drive
4	4	C	15743 West Brook Drive
4	4	D	15739 West Brook Drive
4	4	E	15735 West Brook Drive
4	4	F	15731 West Brook Drive
5	5	A	15678 West Brook Drive
5	5	B	15682 West Brook Drive
5	5	C	15674 West Brook Drive
5	5	D	15670 West Brook Drive
5	5	E	15666 West Brook Drive
5	5	F	15662 West Brook Drive
6	6	A	15642 West Brook Drive
6	6	B	15638 West Brook Drive
6	6	C	15634 West Brook Drive
6	6	D	15630 West Brook Drive
6	6	E	15622 West Brook Drive
6	6	F	15626 West Brook Drive
7	7	A	15601 West Ridge Road
7	7	B	15605 West Ridge Road
7	7	C	15609 West Ridge Road
7	7	D	15602 West Brook Drive
7	7	E	15606 West Brook Drive
7	7	F	15610 West Brook Drive
8	8	A	15637 West Ridge Road
8	8	B	15641 West Ridge Road
8	8	C	15633 West Ridge Road
8	8	D	15629 West Ridge Road
8	8	E	15625 West Ridge Road
8	8	F	15621 West Ridge Road
9	9	A	15669 West Ridge Road
9	9	B	15665 West Ridge Road
9	9	C	15661 West Ridge Road
9	9	D	15659 West Ridge Road
9	9	E	15651 West Ridge Road
9	9	F	15655 West Ridge Road
13	13	A	15646 West Ridge Road
13	13	B	15650 West Ridge Road
13	13	C	15642 West Ridge Road
13	13	D	15538 West Ridge Road
13	13	E	15634 West Ridge Road
13	13	F	15630 West Ridge Road

3. The second paragraph of Section 9 of the Declaration for Brookridge Condominium is hereby amended to read as follows:

> "The percentage of such undivided interest in the common elements and facilities relating to each unit and its owner for all purposes, including proportionate payment of common expenses, shall be determined by dividing the number one (1) by the number sixty (60)."

4. Each unit added to Brookridge Condominium by this Tenth Amendment shall be entitled to one (1) vote at meetings of the Association as provided in Section 10.2 of the Declaration For Brookridge Condominium.

IN WITNESS WHEREOF, Berlinburg Development Corp., Declarant, has caused this document to be executed by its duly authorized officers at New Berlin, Wisconsin this 28th day of January, 1987.

BERLINBURG DEVELOPMENT CORP.

By: _____
James F. Burg, President

Attest: _____
Robert F. Benz, Secretary

AUTHENTICATION

Signatures of James F. Burg and Robert F. Benz authenticated this 28th day of January, 1987.

_____
John E. Rupke
Title: Member, State Bar of Wisconsin

This Instrument Drafted By:
John E. Rupke

EXHIBIT A

(to Tenth Amendment To Declaration For Brookridge Condominium)

A tract of land in the Northeast 1/4 of Section 3, Town 6 North, Range 20 East, in the City of New Berlin, County of Waukesha, State of Wisconsin, bounded and described as follows:

Commence at the East 1/4 corner of said Section; thence N 01°19'03" E, along the East line of said 1/4 Section, 1320.00 feet to a point; thence S 87°26'37" W, 251.73 feet to the point of beginning; thence S 07°48'19" E, 145.62 feet to a point; thence S 87°26'37" W, 223.88 feet to a point; thence N 19°56'45" E, 156.96 feet to a point; thence N 87°26'37" E, 150.48 feet to the point of beginning.

RETURN TO:
John E. Rupke
SCHMIDT & RUPKE
2401 N. Mayfair Road
Milwaukee, WI 53226

REGISTER'S OFFICE
WAUKESHA COUNTY, WIS. } SS

1400643

1987 JAN 30 PM 2:58
REEL 0652 IMAGE 0285

ELEVENTH AMENDMENT TO DECLARATION FOR BROOKRIDGE CONDOMINIUM

This Eleventh Amendment to Declaration For Brookridge Condominium is made pursuant to and as authorized by Section 703.26 of the Wisconsin Statutes and Section 22 of the Declaration For Brookridge Condominium, which was recorded August 22, 1984 in the Office of Register of Deeds for Waukesha County in Reel 628 at Images 001-014 as Document No. 1269172 by Berlinburg Development Corp., a Wisconsin Corporation.

1. The property described in Exhibit A attached hereto is hereby added to and made a part of the property which comprises Brookridge Condominium. This added property is that portion of the Future Phases of Brookridge Condominium shown as Phase 14 in the original Condominium Plat for Brookridge Condominium and the property described in the Tenth Amendment to the Condominium Plat for Brookridge Condominium.

2. The number of units added to Brookridge Condominium by this Eleventh Amendment is six (6) and the addresses of such units are 15600-15620 West Ridge Road, New Berlin, WI 53151. All units shall be in one (1) building located on the property described in Exhibit A attached hereto. After the addition of these units, the units in Brookridge Condominium are as follows, as shown on the Condominium Plat, as amended:

Phase	Building	Unit	Address
1	1	A	15605 West Brook Drive
1	1	B	15601 West Brook Drive
1	1	C	15609 West Brook Drive
1	1	D	15613 West Brook Drive
1	1	E	15617 West Brook Drive
1	1	F	15621 West Brook Drive
2	2	A	15635 West Brook Drive
2	2	B	15631 West Brook Drive
2	2	C	15639 West Brook Drive
2	2	D	15643 West Brook Drive
2	2	E	15647 West Brook Drive
2	2	F	15651 West Brook Drive
3	3	A	15661 West Brook Drive
3	3	B	15665 West Brook Drive
3	3	C	15669 West Brook Drive
3	3	D	15673 West Brook Drive
3	3	E	15681 West Brook Drive
3	3	F	15677 West Brook Drive

4	4	A	15747 West Brook Drive
4	4	B	15751 West Brook Drive
4	4	C	15743 West Brook Drive
4	4	D	15739 West Brook Drive
4	4	E	15735 West Brook Drive
4	4	F	15731 West Brook Drive
5	5	A	15678 West Brook Drive
5	5	B	15682 West Brook Drive
5	5	C	15674 West Brook Drive
5	5	D	15670 West Brook Drive
5	5	E	15666 West Brook Drive
5	5	F	15662 West Brook Drive
6	6	A	15642 West Brook Drive
6	6	B	15638 West Brook Drive
6	6	C	15634 West Brook Drive
6	6	D	15630 West Brook Drive
6	6	E	15622 West Brook Drive
6	6	F	15626 West Brook Drive
7	7	A	15601 West Ridge Road
7	7	B	15605 West Ridge Road
7	7	C	15609 West Ridge Road
7	7	D	15602 West Brook Drive
7	7	E	15606 West Brook Drive
7	7	F	15610 West Brook Drive
8	8	A	15637 West Ridge Road
8	8	B	15641 West Ridge Road
8	8	C	15633 West Ridge Road
8	8	D	15629 West Ridge Road
8	8	E	15625 West Ridge Road
8	8	F	15621 West Ridge Road
9	9	A	15669 West Ridge Road
9	9	B	15665 West Ridge Road
9	9	C	15661 West Ridge Road
9	9	D	15659 West Ridge Road
9	9	E	15651 West Ridge Road
9	9	F	15655 West Ridge Road
13	13	A	15646 West Ridge Road
13	13	B	15650 West Ridge Road
13	13	C	15642 West Ridge Road
13	13	D	15538 West Ridge Road
13	13	E	15634 West Ridge Road
13	13	F	15630 West Ridge Road
14	14	A	15604 West Ridge Road
14	14	B	15600 West Ridge Road
14	14	C	15608 West Ridge Road
14	14	D	15612 West Ridge Road
14	14	E	15616 West Ridge Road
14	14	F	15620 West Ridge Road

3. The second paragraph of Section 9 of the Declaration for Brookridge Condominium is hereby amended to read as follows:

> "The percentage of such undivided interest in the common elements and facilities relating to each unit and its owner for all purposes, including proportionate payment of common expenses, shall be determined by dividing the number one (1) by the number sixty (66)."

4. Each unit added to Brookridge Condominium by this Eleventh Amendment shall be entitled to one (1) vote at meetings of the Association as provided in Section 10.2 of the Declaration For Brookridge Condominium.

IN WITNESS WHEREOF, Berlinburg Development Corp., Declarant, has caused this document to be executed by its duly authorized officers at New Berlin, Wisconsin this 28th day of January, 1987.

BERLINBURG DEVELOPMENT CORP.

By: _____
James F. Burg, President

Attest: _____
Robert F. Benz, Secretary

AUTHENTICATION

Signatures of James F. Burg and Robert F. Benz authenticated this 28th day of January, 1987.

_____
John E. Rupke
Title: Member, State Bar of Wisconsin

This Instrument Drafted By:
John E. Rupke

EXHIBIT A

(to Eleventh Amendment To Declaration For Brookridge Condominium)

A tract of land in the Northeast 1/4 of Section 3, Town 6 North, Range 20 East, in the City of New Berlin, County of Waukesha, State of Wisconsin, bounded and described as follows:

Commence at the East 1/4 corner of said Section; thence N 01°19'03" E, along the East line of said 1/4 Section, 1320.00 feet to a point; thence S 87°26'37" W, 24.81 feet to the point of beginning; thence S 01°19'03" W, 280.10 feet to a point; thence N 88°41'03" W, 12.45 feet to a point; thence Northwesterly along a curve to the left with an arc distance of 235.82 feet, subtended by a chord of 219.31 feet, bears N 55°01'28" W to a point; thence S 87°26'37" W, 8.37 feet to a point; thence N 07°48'19" W, 145.62 feet to a point; thence N 87°26'37" E, 226.92 to the point of beginning.

RETURN TO:
John E. Rupke
SCHMIDT & RUPKE
2401 N. Mayfair Road
Milwaukee, WI 53226

1438428

TWELFTH AMENDMENT TO DECLARATION FOR BROOKRIDGE CONDOMINIUM

This Twelfth Amendment to Declaration For Brookridge Condominium is made pursuant to and as authorized by Section 703.26 of the Wisconsin Statutes and Section 22 of the Declaration For Brookridge Condominium, which was recorded August 22, 1984 in the Office of Register of Deeds for Waukesha County in Reel 628 at Images 001-014 as Document No. 1269172 by Berlinburg Development Corp., a Wisconsin Corporation.

1. The property described in Exhibit A attached hereto is hereby added to and made a part of the property which comprises Brookridge Condominium. This added property is that portion of the Future Phases of Brookridge Condominium shown as Phase 12 in the original Condominium Plat for Brookridge Condominium and the property described in the Thirteenth Amendment to the Condominium Plat for Brookridge Condominium.

2. The number of units added to Brookridge Condominium by this Twelfth Amendment is six (6) and the addresses of such units are 15660-15680 West Ridge Road, New Berlin, WI 53151. All units shall be in one (1) building located on the property described in Exhibit A attached hereto. After the addition of these units, the units in Brookridge Condominium are as follows, as shown on the Condominium Plat, as amended:

Phase	Building	Unit	Address
1	1	A	15605 West Brook Drive
1	1	B	15601 West Brook Drive
1	1	C	15609 West Brook Drive
1	1	D	15613 West Brook Drive
1	1	E	15617 West Brook Drive
1	1	F	15621 West Brook Drive
2	2	A	15635 West Brook Drive
2	2	B	15631 West Brook Drive
2	2	C	15639 West Brook Drive
2	2	D	15643 West Brook Drive
2	2	E	15647 West Brook Drive
2	2	F	15651 West Brook Drive
3	3	A	15661 West Brook Drive
3	3	B	15665 West Brook Drive
3	3	C	15669 West Brook Drive
3	3	D	15673 West Brook Drive
3	3	E	15681 West Brook Drive
3	3	F	15677 West Brook Drive

4	4	A	15747 West Brook Drive
4	4	B	15751 West Brook Drive
4	4	C	15743 West Brook Drive
4	4	D	15739 West Brook Drive
4	4	E	15735 West Brook Drive
4	4	F	15731 West Brook Drive
5	5	A	15678 West Brook Drive
5	5	B	15682 West Brook Drive
5	5	C	15674 West Brook Drive
5	5	D	15670 West Brook Drive
5	5	E	15666 West Brook Drive
5	5	F	15662 West Brook Drive
6	6	A	15642 West Brook Drive
6	6	B	15638 West Brook Drive
6	6	C	15634 West Brook Drive
6	6	D	15630 West Brook Drive
6	6	E	15622 West Brook Drive
6	6	F	15626 West Brook Drive
7	7	A	15601 West Ridge Road
7	7	B	15605 West Ridge Road
7	7	C	15609 West Ridge Road
7	7	D	15602 West Brook Drive
7	7	E	15606 West Brook Drive
7	7	F	15610 West Brook Drive
8	8	A	15637 West Ridge Road
8	8	B	15641 West Ridge Road
8	8	C	15633 West Ridge Road
8	8	D	15629 West Ridge Road
8	8	E	15625 West Ridge Road
8	8	F	15621 West Ridge Road
9	9	A	15669 West Ridge Road
9	9	B	15665 West Ridge Road
9	9	C	15661 West Ridge Road
9	9	D	15659 West Ridge Road
9	9	E	15651 West Ridge Road
9	9	F	15655 West Ridge Road
13	13	A	15646 West Ridge Road
13	13	B	15650 West Ridge Road
13	13	C	15642 West Ridge Road
13	13	D	15638 West Ridge Road
13	13	E	15634 West Ridge Road
13	13	F	15630 West Ridge Road
14	14	A	15604 West Ridge Road
14	14	B	15600 West Ridge Road
14	14	C	15608 West Ridge Road
14	14	D	15612 West Ridge Road
14	14	E	15616 West Ridge Road
14	14	F	15620 West Ridge Road

12	12	A	15664 West Ridge Road
12	12	B	15660 West Ridge Road
12	12	C	15668 West Ridge Road
12	12	D	15672 West Ridge Road
12	12	E	15680 West Ridge Road
12	12	F	15676 West Ridge Road

3. The second paragraph of Section 9 of the Declaration for Brookridge Condominium is hereby amended to read as follows:

> "The percentage of such undivided interest in the common elements and facilities relating to each unit and its owner for all purposes, including proportionate payment of common expenses, shall be determined by dividing the number one (1) by the number seventy-two (72)."

4. Each unit added to Brookridge Condominium by this Twelfth Amendment shall be entitled to one (1) vote at meetings of the Association as provided in Section 10.2 of the Declaration For Brookridge Condominium.

IN WITNESS WHEREOF, Berlinburg Development Corp., Declarant, has caused this document to be executed by its duly authorized officers at New Berlin, Wisconsin this 17th day of July, 1987.

BERLINBURG DEVELOPMENT CORP.

By: _____
James F. Burg, President

Attest: _____
Robert F. Benz, Secretary

AUTHENTICATION

Signatures of James F. Burg and Robert F. Benz authenticated this 17th day of July, 1987.

_____
John E. Rupke
Title: Member, State Bar of Wisconsin

This Instrument Drafted By:
John E. Rupke

EXHIBIT A

(to Twelfth Amendment To Declaration For Brookridge Condominium)

A tract of land in the Northeast 1/4 of Section 3, Town 6 North, Range 20 East, in the City of New Berlin, County of Waukesha, State of Wisconsin, bounded and described as follows:

Commence at the East 1/4 corner of said Section; thence N 01°19'03" E, along the East line of said 1/4 Section, 1320.00 feet to a point; thence S 87°26'37" W, 402.21 feet to the point of beginning; thence S 87°26'37" W, 295.00 feet to a point; thence S 29°36'18" E, 190.24 feet to a point on curve; thence Northeasterly along a curve to the right, whose radius is located Southerly (Radius: 155.00', Chord: 87.00', Chord Bearing N 71°08'43" E) 88.18 feet to a point of tangency: thence N 87°26'37" E, 40.06 feet to a point; thence N 19°56'45" E, 156.96 feet to the point of beginning.

1438428

REGISTER'S OFFICE
WAUKESHA COUNTY, WIS. SS

1987 JUL 20 PM 2:35

REEL 920 IMAGE 332

RETURN TO:
John E. Rupke
SCHMIDT & RUPKE
2401 N. Mayfair Road
Milwaukee, WI 53226

1438430

REEL 0920 IMAGE 0336

THIRTEENTH AMENDMENT TO DECLARATION FOR BROOKRIDGE CONDOMINIUM

This Thirteenth Amendment to Declaration For Brookridge Condominium is made pursuant to and as authorized by Section 703.26 of the Wisconsin Statutes and Section 22 of the Declaration For Brookridge Condominium, which was recorded August 22, 1984 in the Office of Register of Deeds for Waukesha County in Reel 628 at Images 001-014 as Document No. 1269172 by Berlinburg Development Corp., a Wisconsin Corporation.

1. The property described in Exhibit A attached hereto is hereby added to and made a part of the property which comprises Brookridge Condominium. This added property is that portion of the Future Phases of Brookridge Condominium shown as Phase 11 in the original Condominium Plat for Brookridge Condominium and the property described in the Twelfth Amendment to the Condominium Plat for Brookridge Condominium.

2. The number of units added to Brookridge Condominium by this Thirteenth Amendment is six (6) and the addresses of such units are 15710-15730 West Ridge Road, New Berlin, WI 53151. All units shall be in one (1) building located on the property described in Exhibit A attached hereto. After the addition of these units, the units in Brookridge Condominium are as follows, as shown on the Condominium Plat, as amended:

Phase	Building	Unit	Address
1	1	A	15605 West Brook Drive
1	1	B	15601 West Brook Drive
1	1	C	15609 West Brook Drive
1	1	D	15613 West Brook Drive
1	1	E	15617 West Brook Drive
1	1	F	15621 West Brook Drive
2	2	A	15635 West Brook Drive
2	2	B	15631 West Brook Drive
2	2	C	15639 West Brook Drive
2	2	D	15643 West Brook Drive
2	2	E	15647 West Brook Drive
2	2	F	15651 West Brook Drive
3	3	A	15661 West Brook Drive
3	3	B	15665 West Brook Drive
3	3	C	15669 West Brook Drive
3	3	D	15673 West Brook Drive
3	3	E	15681 West Brook Drive
3	3	F	15677 West Brook Drive

4	4	A	15747 West Brook Drive
4	4	B	15751 West Brook Drive
4	4	C	15743 West Brook Drive
4	4	D	15739 West Brook Drive
4	4	E	15735 West Brook Drive
4	4	F	15731 West Brook Drive
5	5	A	15678 West Brook Drive
5	5	B	15682 West Brook Drive
5	5	C	15674 West Brook Drive
5	5	D	15670 West Brook Drive
5	5	E	15666 West Brook Drive
5	5	F	15662 West Brook Drive
6	6	A	15642 West Brook Drive
6	6	B	15638 West Brook Drive
6	6	C	15634 West Brook Drive
6	6	D	15630 West Brook Drive
6	6	E	15622 West Brook Drive
6	6	F	15626 West Brook Drive
7	7	A	15601 West Ridge Road
7	7	B	15605 West Ridge Road
7	7	C	15609 West Ridge Road
7	7	D	15602 West Brook Drive
7	7	E	15606 West Brock Drive
7	7	F	15610 West Brook Drive
8	8	A	15637 West Ridge Road
8	8	B	15641 West Ridge Road
8	8	C	15633 West Ridge Road
8	8	D	15629 West Ridge Road
8	8	E	15625 West Ridge Road
8	8	F	15621 West Ridge Road
9	9	A	15669 West Ridge Road
9	9	B	15665 West Ridge Road
9	9	C	15661 West Ridge Road
9	9	D	15659 West Ridge Road
9	9	E	15651 West Ridge Road
9	9	F	15655 West Ridge Road
13	13	A	15646 West Ridge Road
13	13	B	15650 West Ridge Road
13	13	C	15642 West Ridge Road
13	13	D	15638 West Ridge Road
13	13	E	15634 West Ridge Road
13	13	F	15630 West Ridge Road
14	14	A	15604 West Ridge Road
14	14	B	15600 West Ridge Road
14	14	C	15608 West Ridge Road
14	14	D	15612 West Ridge Road
14	14	E	15616 West Ridge Road
14	14	F	15620 West Ridge Road

12	12	A	15664 West Ridge Road
12	12	B	15660 West Ridge Road
12	12	C	15668 West Ridge Road
12	12	D	15672 West Ridge Road
12	12	E	15680 West Ridge Road
12	12	F	15676 West Ridge Road
11	11	A	15714 West Ridge Road
11	11	B	15710 West Ridge Road
11	11	C	15718 West Ridge Road
11	11	D	15722 West Ridge Road
11	11	E	15726 West Ridge Road
11	11	F	15730 West Ridge Road

3. The second paragraph of Section 9 of the Declaration for Brookridge Condominium is hereby amended to read as follows:

> "The percentage of such undivided interest in the common elements and facilities relating to each unit and its owner for all purposes, including proportionate payment of common expenses, shall be determined by dividing the number one (1) by the number seventy-eight (78)."

4. Each unit added to Brookridge Condominium by this Thirteenth Amendment shall be entitled to one (1) vote at meetings of the Association as provided in Section 10.2 of the Declaration For Brookridge Condominium.

IN WITNESS WHEREOF, Berlinburg Development Corp., Declarant, has caused this document to be executed by its duly authorized officers at New Berlin, Wisconsin this 17th day of July, 1987.

ATTEST:

Robert F. Benz, Secretary

BERLINBURG DEVELOPMENT CORP.

By: James F. Burg, President

AUTHENTICATION

Signatures of James F. Burg and Robert F. Benz authenticated this 17th day of July, 1987.

John E. Rupke
Title: Member, State Bar of Wisconsin

This Instrument Drafted By:
John E. Rupke

EXHIBIT A

(to Thirteenth Amendment To Declaration For Brookridge Condominium)

A tract of land in the Northeast 1/4 of Section 3, Town 6 North, Range 20 East, in the City of New Berlin, County of Waukesha, State of Wisconsin, bounded and described as follows:

Commence at the East 1/4 corner of said Section; thence N 01°19'03" E, along the East line of said 1/4 Section, 1320.00 feet to a point; thence S 87°26'37" W, 697.21 feet to the point of beginning; thence S 87°26'37" W, 638.49 feet to a point; thence S 01°12'03" W, 135.00 feet to a point; thence S 80° 51' 56" E, 678.61 feet to a point; thence N 11°26'37" E, 10.00 feet to a point of curvature; thence Northeasterly, along a curve to the right, whose radius is located Southerly (Radius: 155.00', Chord: 114.63', Chord Bearing N 33°08'42" E) 117.41 feet to a point on curve; thence N 29°36'18" E, 190.24 feet to the point of beginning.

1438430

REGISTER'S OFFICE
WAUKESHA COUNTY, WIS. SS

1987 JUL 20 PM 2:35

REEL 920 IMAGE 336

RETURN TO:
John E. Rupke
SCHMIDT & RUPKE
2401 N. Mayfair Road
Milwaukee, WI 53226

1449494

FOURTEENTH AMENDMENT TO DECLARATION FOR

BROOKRIDGE CONDOMINIUM

This Fourteenth Amendment to Declaration For Brookridge Condominium is made pursuant to and as authorized by Section 703.26 of the Wisconsin Statutes and Section 22 of the Declaration For Brookridge Condominium, which was recorded August 22, 1984 in the Office of Register of Deeds for Waukesha County in Reel 628 at Images 001-014 as Document No. 1269172 by Berlinburg Development Corp., a Wisconsin Corporation.

1. The property described in Exhibit A attached hereto is hereby added to and made a part of the property which comprises Brookridge Condominium. This added property is that portion of the Future Phases of Brookridge Condominium shown as Phase 10 in the original Condominium Plat for Brookridge Condominium and the property described in the Eleventh Amendment to the Condominium Plat for Brookridge Condominium.

2. The number of units added to Brookridge Condominium by this Fourteenth Amendment is six (6) and the addresses of such units are 15740-15760 West Ridge Road, New Berlin, WI 53151. All units shall be in one (1) building located on the property described in Exhibit A attached hereto. After the addition of these units, the units in Brookridge Condominium are as follows, as shown on the Condominium Plat, as amended:

Phase	Building	Unit	Address
1	1	A	15605 West Brook Drive
1	1	B	15601 West Brook Drive
1	1	C	15609 West Brook Drive
1	1	D	15613 West Brook Drive
1	1	E	15617 West Brook Drive
1	1	F	15621 West Brook Drive
2	2	A	15635 West Brook Drive
2	2	B	15631 West Brook Drive
2	2	C	15639 West Brook Drive
2	2	D	15643 West Brook Drive
2	2	E	15647 West Brook Drive
2	2	F	15651 West Brook Drive
3	3	A	15661 West Brook Drive
3	3	B	15665 West Brook Drive
3	3	C	15669 West Brook Drive
3	3	D	15673 West Brook Drive
3	3	E	15681 West Brook Drive
3	3	F	15677 West Brook Drive
4	4	A	15747 West Brook Drive
4	4	B	15751 West Brook Drive
4	4	C	15743 West Brook Drive
4	4	D	15739 West Brook Drive
4	4	E	15735 West Brook Drive
4	4	F	15731 West Brook Drive

5	5	A	15678 West Brook Drive
5	5	B	15682 West Brook Drive
5	5	C	15674 West Brook Drive
5	5	D	15670 West Brook Drive
5	5	E	15666 West Brook Drive
5	5	F	15662 West Brook Drive
6	6	A	15642 West Brook Drive
6	6	B	15638 West Brook Drive
6	6	C	15634 West Brook Drive
6	6	D	15630 West Brook Drive
6	6	E	15622 West Brook Drive
6	6	F	15626 West Brook Drive
7	7	A	15601 West Ridge Road
7	7	B	15605 West Ridge Road
7	7	C	15609 West Ridge Road
7	7	D	15602 West Brook Drive
7	7	E	15606 West Brook Drive
7	7	F	15610 West Brook Drive
8	8	A	15637 West Ridge Road
8	8	B	15641 West Ridge Road
8	8	C	15633 West Ridge Road
8	8	D	15629 West Ridge Road
8	8	E	15625 West Ridge Road
8	8	F	15621 West Ridge Road
9	9	A	15669 West Ridge Road
9	9	B	15665 West Ridge Road
9	9	C	15661 West Ridge Road
9	9	D	15659 West Ridge Road
9	9	E	15651 West Ridge Road
9	9	F	15655 West Ridge Road
13	13	A	15646 West Ridge Road
13	13	B	15650 West Ridge Road
13	13	C	15642 West Ridge Road
13	13	D	15638 West Ridge Road
13	13	E	15634 West Ridge Road
13	13	F	15630 West Ridge Road
14	14	A	15604 West Ridge Road
14	14	B	15600 West Ridge Road
14	14	C	15608 West Ridge Road
14	14	D	15612 West Ridge Road
14	14	E	15616 West Ridge Road
14	14	F	15620 West Ridge Road
12	12	A	15664 West Ridge Road
12	12	B	15660 West Ridge Road
12	12	C	15668 West Ridge Road
12	12	D	15672 West Ridge Road
12	12	E	15680 West Ridge Road
12	12	F	15676 West Ridge Road

11	11	A	15714 West Ridge Road
11	11	B	15710 West Ridge Road
11	11	C	15718 West Ridge Road
11	11	D	15722 West Ridge Road
11	11	E	15726 West Ridge Road
11	11	F	15730 West Ridge Road
10	10	A	15744 West Ridge Road
10	10	B	15740 West Ridge Road
10	10	C	15748 West Ridge Road
10	10	D	15752 West Ridge Road
10	10	E	15756 West Ridge Road
10	10	F	15760 West Ridge Road

3. The second paragraph of Section 9 of the Declaration for Brookridge Condominium is hereby amended to read as follows:

> "The percentage of such undivided interest in the common elements and facilities relating to each unit and its owner for all purposes, including proportionate payment of common expenses, shall be determined by dividing the number one (1) by the number eighty-four (84)."

4. Each unit added to Brookridge Condominium by this Fourteenth Amendment shall be entitled to one (1) vote at meetings of the Association as provided in Section 10.2 of the Declaration For Brookridge Condominium.

IN WITNESS WHEREOF, Berlinburg Development Corp., Declarant, has caused this document to be executed by its duly authorized officers at New Berlin, Wisconsin this 23rd day of September, 1987.

ATTEST:

Robert F. Benz, Secretary

BERLINBURG DEVELOPMENT CORP.

By: James F. Burg, President

AUTHENTICATION

Signatures of James F. Burg and Robert F. Benz authenticated this 23rd day of September, 1987.

John E. Rupke
Title: Member, State Bar of Wisconsin

This Instrument Drafted By:
John E. Rupke

EXHIBIT A

(to Fourteenth Amendment To Declaration For Brookridge Condominium)

A tract of land in the Northeast 1/4 of Section 3, Town 6 North, Range 20 East, in the City of New Berlin, County of Waukesha, State of Wisconsin, bounded and described as follows:

Commence at the East 1/4 corner of said Section; thence N 01°19'03" E, along the East line of said 1/4 Section, 1320.00 feet to a point; thence S 87°26'37" W, 1335.70 feet to a point; thence S 01°12'03" W, 135.00 feet to the point of beginning; thence S 80°51'56" E, 678.61 feet to a point; thence S 11°26'37" W, 116.49 feet to a point of curvature; thence Southeasterly, along a curve to the left, whose radius is located Easterly (Radius: 130.00', Chord: 41.59', Chord Bearing S 02°14'18" W) 41.77 feet to a point on a curve; thence S 78°56'37" W, 665.82 feet to a point; thence N 01°12'03" E, 391.21 feet to the point of beginning.

1449494

REGISTER'S OFFICE
WAUKESHA COUNTY, WIS. } SS
RECORDED ON

1987 SEP 25 PM 1:02

REEL 941 IMAGE 889

REGISTER OF DEEDS

RETURN TO:
John E. Rupke
SCHMIDT & RUPKE
2401 N. Mayfair Road
Milwaukee, WI 53226

BROOKRIDGE CONDOMINIUM

NEW BERLIN, WISCONSIN

CONDOMINIUM PLAT

WAUKESHA COUNTY

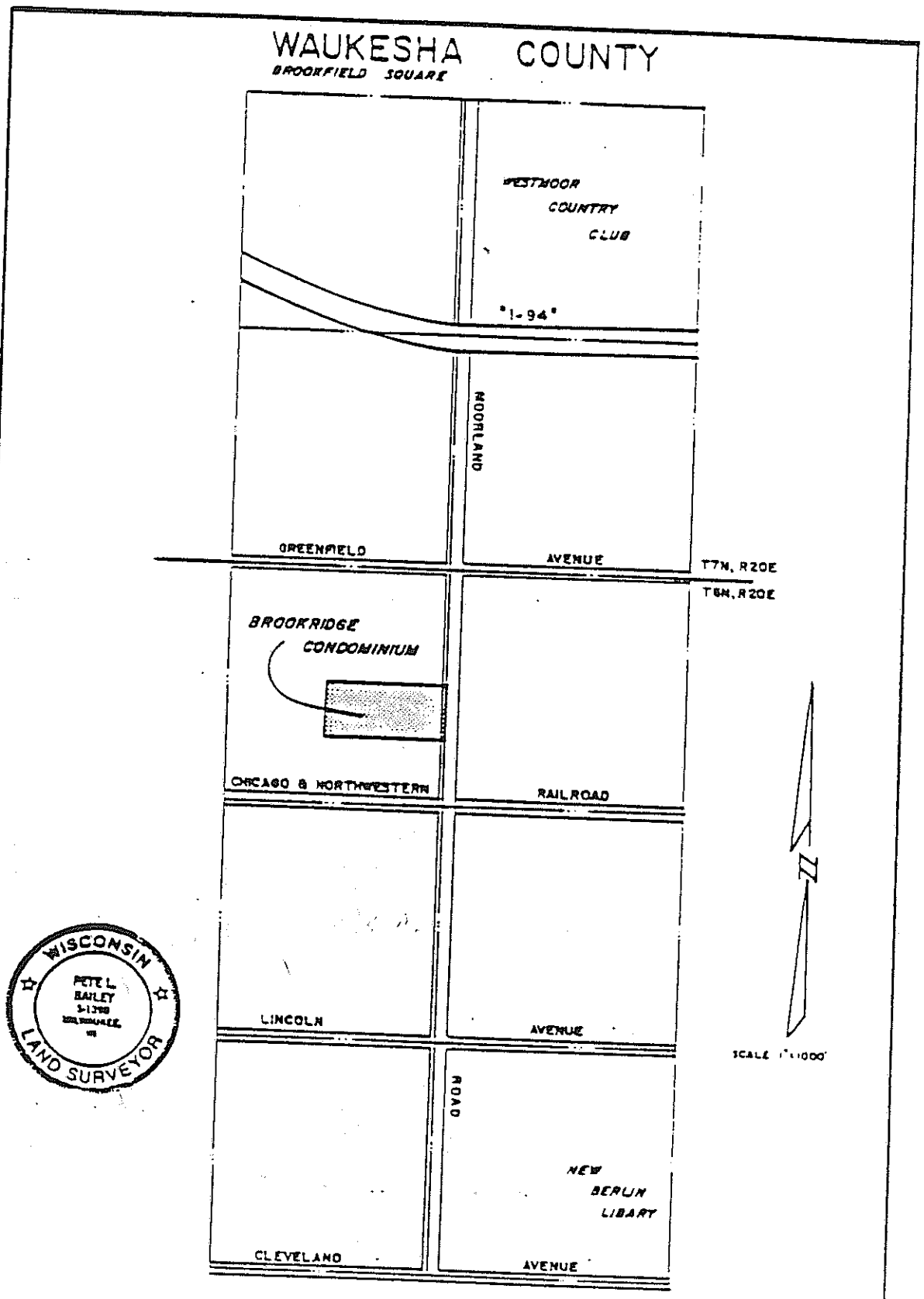
This Condominium Plat For BROOKRIDGE CONDOMINIUM contains a survey of the property described in the Declaration for Brookridge Condominium, and shows possible Future Phases, building locations and floor plans for units within the buildings. This Condominium Plat will be amended if and when Future Phases are added to BROOKRIDGE CONDOMINIUM.

[illegible]
Date

[illegible]
Pete L. Bailey, [illegible] No. [illegible]

WISCONSIN
PETE L. BAILEY
[illegible]
MILWAUKEE, WI
LAND SURVEYOR

SHEET 1 of 10



SHEET 2 OF 10

BROOKRIDGE CONDOMINIUM
LOCATION MAP

D-2

BROOKRIDGE CONDOMINIUM , PHASE I
WAUKESHA COUNTY

SURVEYOR'S CERTIFICATION

STATE OF WISCONSIN)
MILWAUKEE COUNTY) SS

I, Pete L. Bailey, Registered Land Surveyor, do hereby certify that I have surveyed the property described and that this survey is an accurate representation of the exterior boundary lines and the location of the building on said property. This plat is a correct representation of BROOKRIDGE CONDOMINIUM, PHASE I and the identification and location of each unit and the common area can be determined from the plat. This surveyor makes no certification as to the accuracy of the diagrammatic floor plans of the condominium building and units contained in the Condominium Plat or the approximate dimensions or floor areas thereof.

Dated June 26, 1984

Pete L. Bailey, RLS No. 1398

DESCRIPTION:

A tract of land in the Northwest 1/4 of Section 3, Town 6 North, Range 20 East, in the City of New Berlin, County of Waukesha, State of Wisconsin, bounded and described as follows:

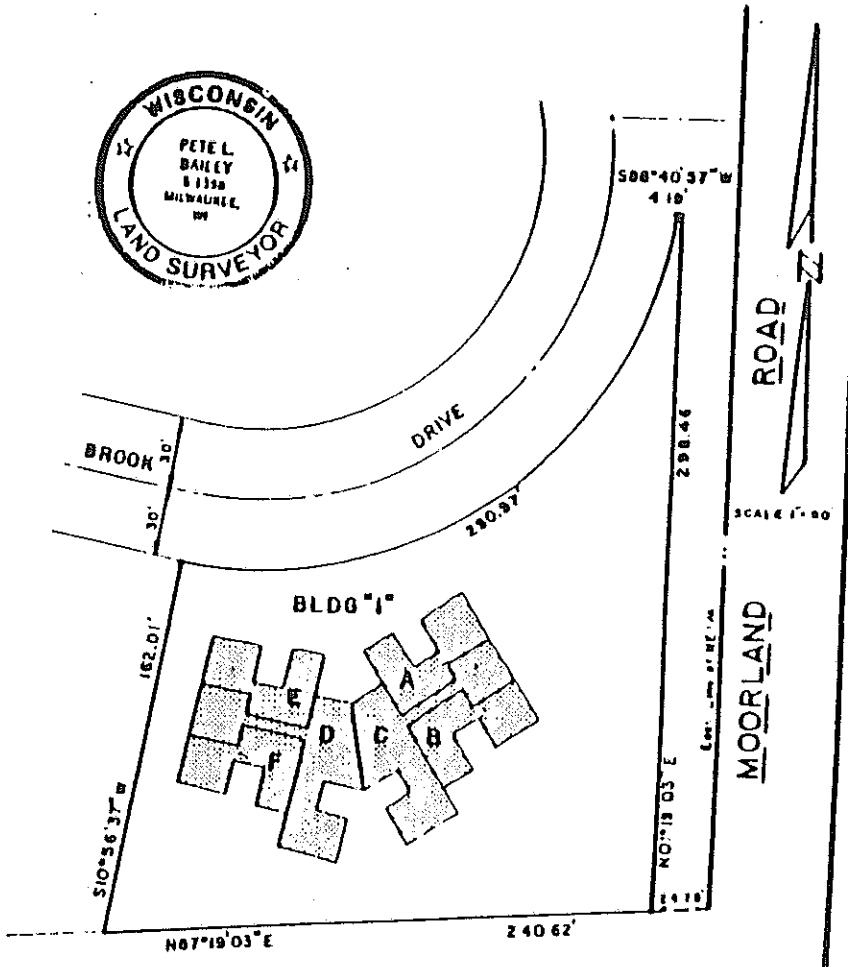
Commence at the East 1/4 corner of said Section; thence N 01°19'03" E, along the East line of said 1/4 Section, 661.50 feet to a point; thence S 87°19'08" W, 24.81 feet to the point of beginning; thence N 01°19'03" E, 298.46 feet to a point; thence S 88°40'57" W, 4.19 feet to a point on curve; thence Southwesterly, along a concaved curve whose radius is located Westerly (Radius 180.00, Chord 260.31, Chord Bearing S 54°38'04.5" W), 290.97 feet to a point of tangency; thence S 10°56'37" W, 162.01 feet to a point; thence N 87°19'03" E, 240.62 feet to the point of beginning.

NOTE:

Shaded area reflects the building location

Light area reflects common area.

Letters reflect the units within the building.



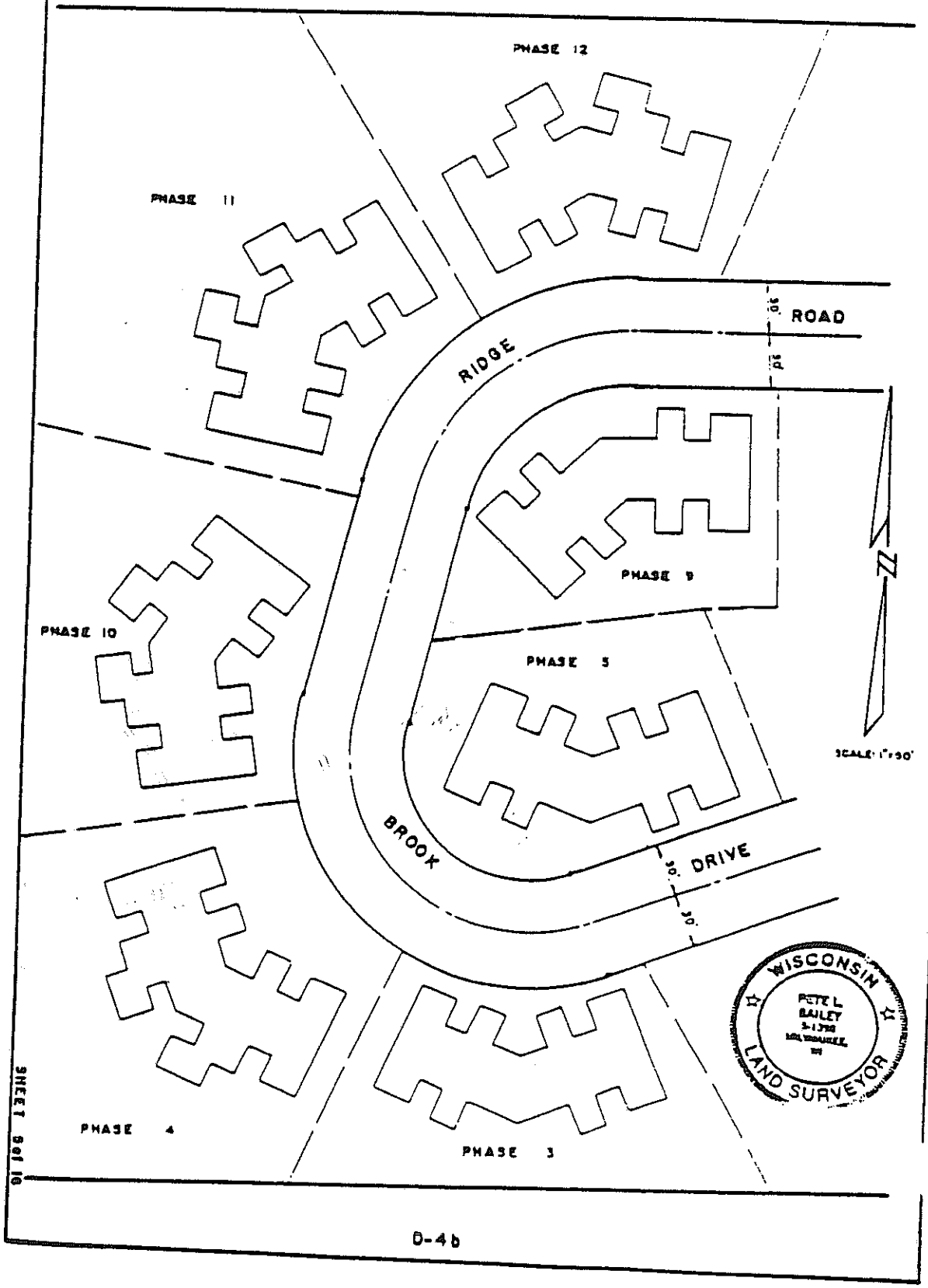
SHEET 3 of 7

BROOKRIDGE CONDOMINIUM , FUTURE PHASES
WAUKESHA COUNTY



D-4a

BROOKRIDGE CONDOMINIUM, FUTURE PHASES
WAUKESHA COUNTY



SHEET 9 of 10

BROOKRIDGE CONDOMINIUM , FUTURE PHASES
WAUKESHA COUNTY



PHASE II

PHASE IO

DESCRIPTION:

Parcel No. 1 & 2 of Certified Survey Map No. _____, being a part of the Southeast 1/4 of the Northeast 1/4 of Section 3, Town 5 North, Range 20 East, in the City of New Berlin, County of Waukesha, State of Wisconsin.

EXCEPTING the land included in BROOKRIDGE CONDOMINIUM, PHASE I PLAT.

These drawings show a proposed expansion of the BROOKRIDGE CONDOMINIUM. The location of buildings and improvements are proposed only and are subject to change. No representation is made that the land, buildings or improvements shown on these drawings will be added to the BROOKRIDGE CONDOMINIUM. Nor is any representation made that the buildings will be constructed or the Phases completed in numerical order.

Dated June 26, 1984

Pete L Bailey

Pete L. Bailey, RLS No. 1398

N

SCALE 1"=50

PHASE 4

SHEET 8 of 10

BROOKRIDGE CONDOMINIUM

NEW BERLIN, WISCONSIN

UNIT FLOOR PLANS

PHASE 1

Cedarwood Model	-	Units 1-A,B,E,F.
Briarwood Model	-	Units 1-C,D.
Ashwood Model	-	None

FUTURE PHASES

Cedarwood Model	-	varies according to building
Briarwood Model	-	varies according to building
Ashwood Model	-	varies according to building

SHEET 8 of 18

BROOKRIDGE CONDOMINIUM

NEW BERLIN, WISCONSIN

UNIT FLOOR PLANS

Cedarwood Model

Briarwood Model

Ashwood Model

These floor plans show units in their model form. The floor plans may vary if optional items selected by the owner are constructed. The floor plans may be reversed or a mirror image of the floor plans shown here depending on the location of the unit within the building.

SHEET 7 of 15

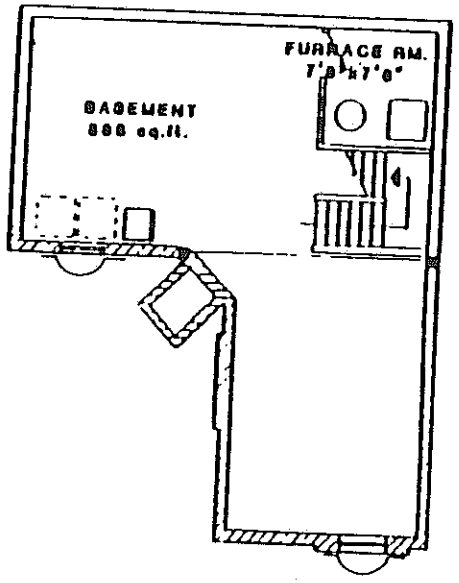
BROOKRIDGE CONDOMINIUM

NEW BERLIN, WISCONSIN

Cedarwood Model

BASEMENT PLAN

Total Square Footage
(this floor)= 842 sq.ft.



D-7a

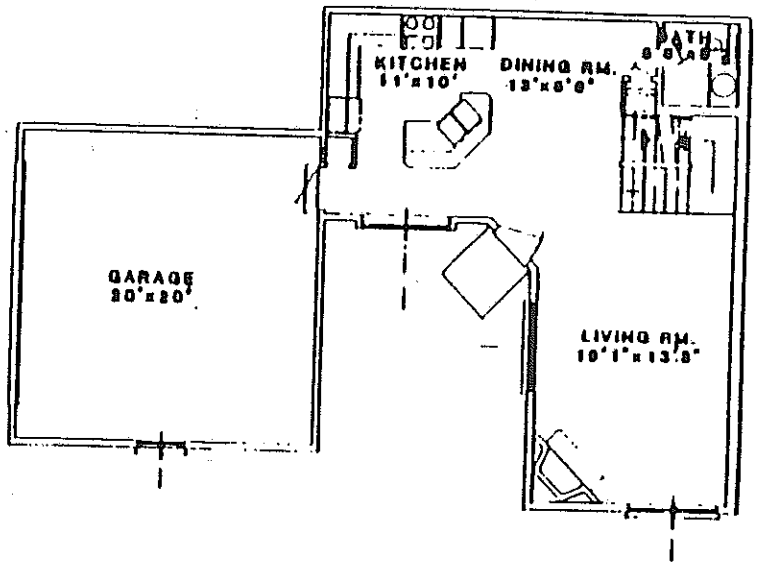
BROOKRIDGE CONDOMINIUM

NEW BERLIN, WISCONSIN

Cedarwood Model

1ST FLOOR PLAN

Total Square Footage (this floor) = 1025 sq.ft.



D-7b

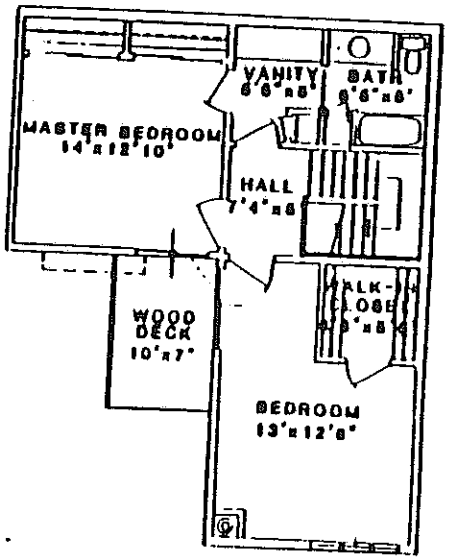
BROOKRIDGE CONDOMINIUM

NEW BERLIN, WISCONSIN

Cedarwood Model

2ND FLOOR PLAN

Total Square Footage
(this floor)= 674 sq.ft.



D-7c

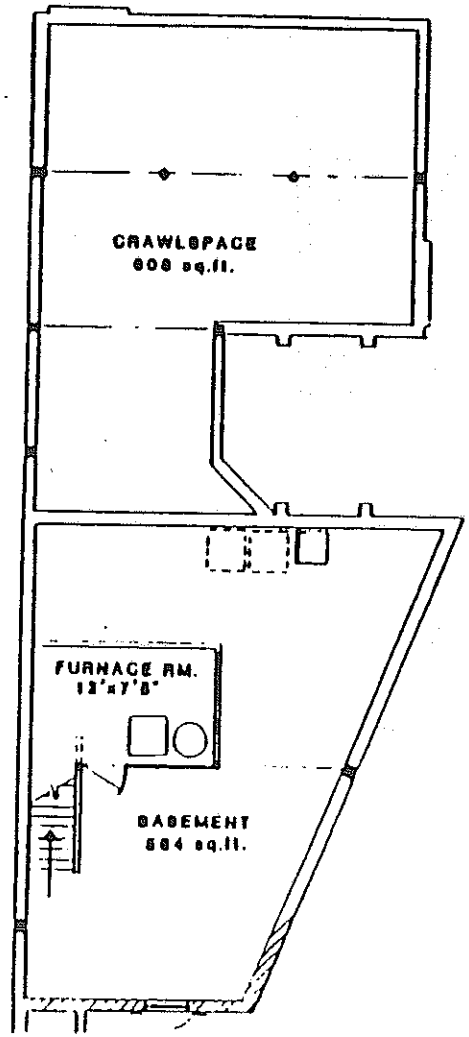
BROOKRIDGE CONDOMINIUM

NEW BERLIN, WISCONSIN

Briarwood Model

Basement Plan

Total Square Footage
(this floor) = 1262 sq.ft.



D-8a

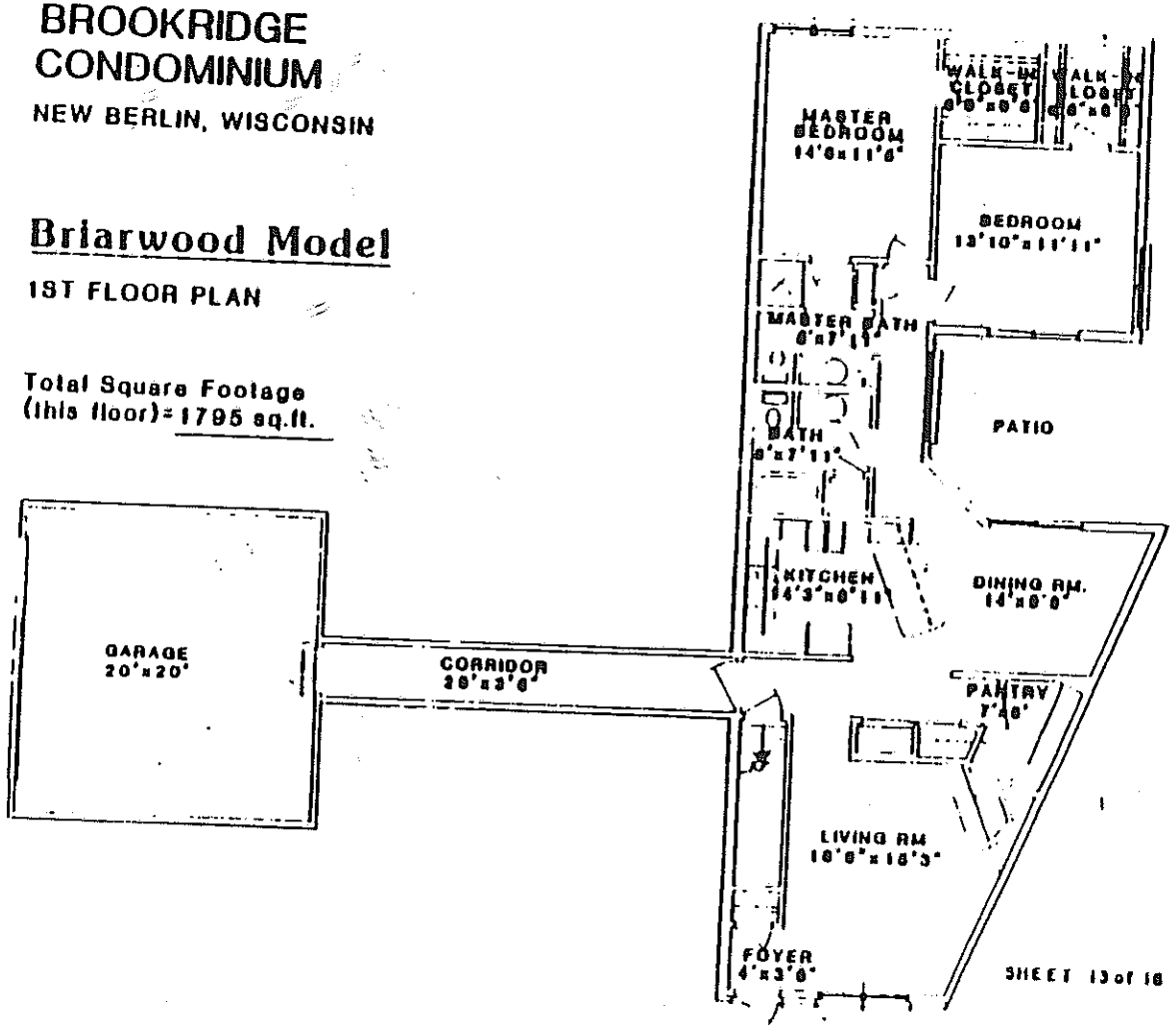
BROOKRIDGE CONDOMINIUM

NEW BERLIN, WISCONSIN

Briarwood Model

1ST FLOOR PLAN

Total Square Footage
(this floor) = 1795 sq.ft.



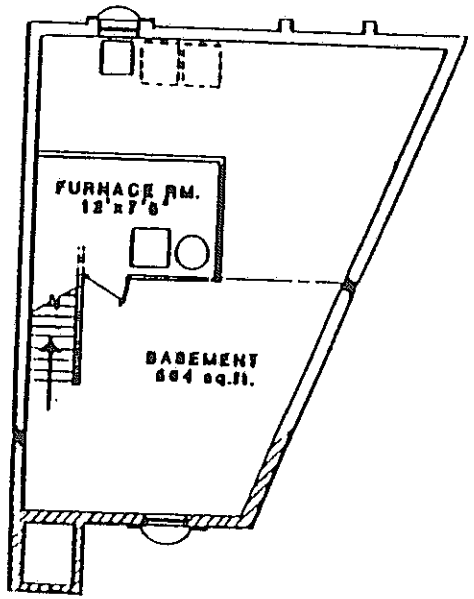
BROOKRIDGE CONDOMINIUM

NEW BERLIN, WISCONSIN

Ashwood Model

BASEMENT PLAN

Total Square Footage
(this floor) = 654 sq.ft.



D-9a

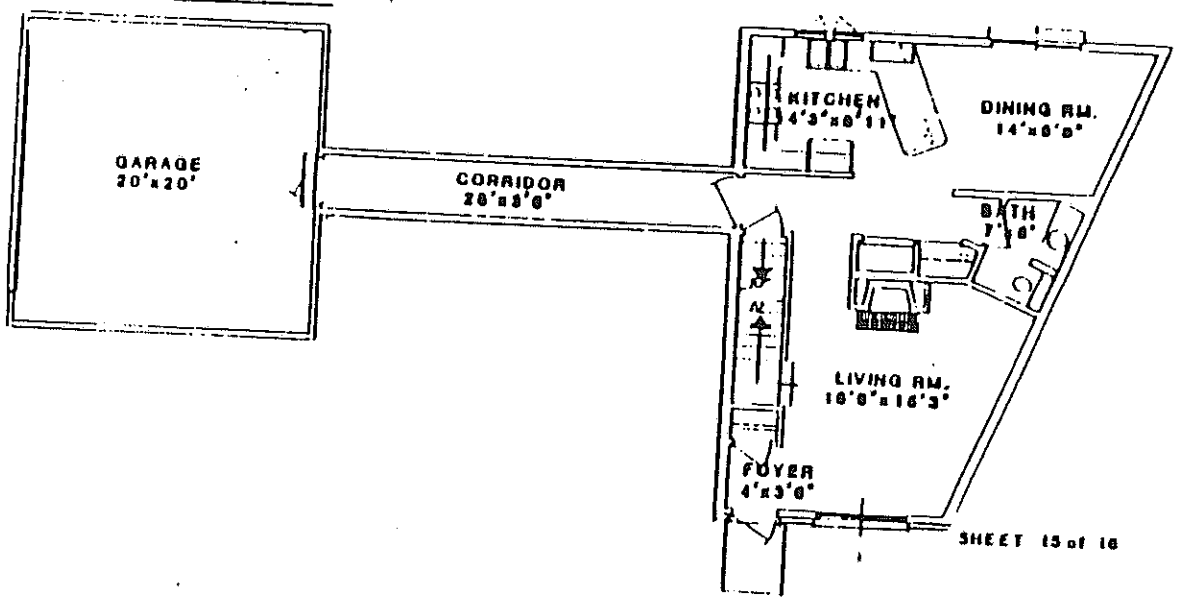
BROOKRIDGE CONDOMINIUM

NEW BERLIN, WISCONSIN

Ashwood Model

1ST FLOOR PLAN

Total Square Footage
(this floor)= 1154 sq.ft.



SHEET 15 of 16

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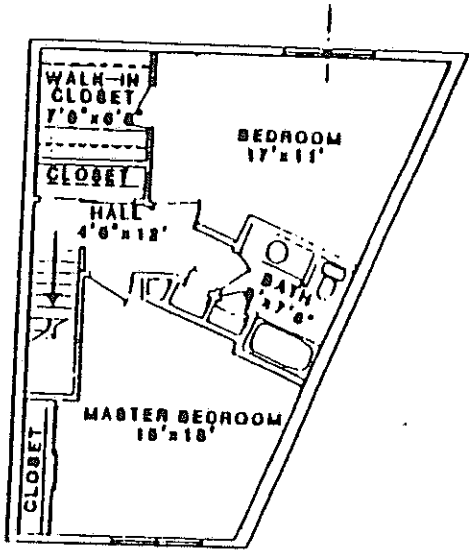
BROOKRIDGE CONDOMINIUM

NEW BERLIN, WISCONSIN

Ashwood Model

2ND FLOOR PLAN

Total Square Footage
(this floor) = 657 sq.ft.



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BY-LAWS

OF

BROOKRIDGE CONDOMINIUM ASSOCIATION, INC.

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BY-LAWS

OF

BROOKRIDGE CONDOMINIUM ASSOCIATION, INC.
(A Non-Stock, Non-Profit Corporation)

ARTICLE I

Introduction

1.1 **Adoption.** These By-Laws are adopted as the By-Laws of the Brookridge Condominium Association, Inc., a Wisconsin non-stock, non-profit corporation (hereinafter referred to as the "Association").

1.2 **Applicability.** These By-Laws, together with the Articles of Incorporation of the Association, the Declaration for Brookridge Condominium (hereinafter referred to as the "Declaration"), and the Wisconsin Condominium Ownership Act (hereinafter referred to as the "Act") shall be applicable to and govern and control the property which is part of Brookridge Condominium (hereinafter referred to as the "Condominium") and all unit owners in the Condominium, their heirs, administrators, personal representatives, successors and assigns.

1.3 **Declarant.** References in these By-Laws to the Declarant shall refer to the Declarant under the Declaration.

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 the unit owners. 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 thereof 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. The vote pertaining to the unit may be shared pro rata among the owners, but unanimous agreement is conclusively presumed if any one of them purports to cast the one vote without protest being made promptly by any of the others to the person presiding over the meeting or until any one of the multiple owners files a statement with the Secretary of the Association stating that thereafter votes must be cast pro rata.

c. **Membership List.** The Association shall maintain a current Membership List showing the membership pertaining to each unit and the address to which notice of meetings of the Association shall be sent. Only the persons shown in the Membership List shall be entitled to cast a vote in person or by proxy.

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 the unit transferred, the date of transfer, and any other information about the transfer which the Association may deem pertinent, and the Association shall make the appropriate changes to the Membership List effective as of the date of transfer.

2.2 **Quorum and Proxies for Members' Meetings.** A quorum for members' meetings shall consist of the presence, in person or by proxy, of a majority of the votes entitled to be cast. 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 of the Association 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, 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 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 Act.

2.4 **Time, Place, Notice and Calling of Members' Meetings.** Written notice of all meetings stating the time and 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 five (5) days nor more than sixty (60) days prior to the date of the meeting. Notice of meetings may be waived before or after meetings. 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 first 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 holding one-third (1/3) or more of the votes entitled to be cast.

ARTICLE III

Board of Directors

3.1 **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 the terms of the Declaration. Notwithstanding the foregoing, prior to the conveyance of 25% of the common elements and facilities in the Condominium to purchasers, an Association meeting shall be held and unit owners other than Declarant shall elect at least 25% of the Board of Directors. Prior to the conveyance of 50% of the common elements and facilities in the Condominium to purchasers, an Association meeting shall be held and the unit owners other than Declarant shall elect at least 33-1/3% of the Board of Directors. In calculating the percentage of the common elements and facilities conveyed, it shall be assumed that eighty-four (84) units are included in the Condominium.

3.2 **Number and Qualifications of Directors.** After control of the Association passes to the unit owners pursuant to the terms of the Declaration, the Board of Directors shall consist of five (5) 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.

3.3 **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 in accordance with the provisions of the Declaration, the Articles of Incorporation, and these By-Laws.

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 five (5) directors to be classified with respect to the terms for which they hold office by dividing them into three (3) classes as follows:

(a) Two (2) directors whose terms will expire after one (1) year, at the next annual meeting of the Association.

(b) Two (2) directors whose terms will expire after two (2) years, at the second annual meeting of the Association after their election.

(c) One (1) director whose term will expire after three (3) years, at the third annual meeting of the Association after his election.

The successors to the class of directors whose terms expire as set forth shall be elected to hold office for a term of three (3) years or until their successors are duly elected and qualified, or until any of said directors shall have been removed in the manner hereinafter provided, so that the term of one class of directors shall expire in each year.

3.5 **Vacancies on Board.** Vacancies on the Board of Directors caused by any reason other than 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. Each person so elected shall be a director until a successor is elected at the next annual meeting at which the class of directors of which such director is included 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 members 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 **Regular Meetings and Notice.** A regular annual meeting of the Board of Directors shall be held immediately after, and at the same place as, the annual meeting of the members. Notice of the regular annual meeting of the Board of Directors shall not be required.

3.8 **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 regular mail, which notice shall state the time, place and purpose of the meeting.

3.9 **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.

3.10 **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 act 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.

3.11 **Fidelity Bonds.** The Board of Directors may require that some or all officers and/or employees of the Association handling or responsible for the Association's 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 a 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 the 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 Secretary and a combination of the offices of President and Vice-President, 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 the 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 authority as are 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 do so 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; keep and maintain the Membership List; have charge of the Association's books and records; count votes at meetings of the Association; and shall, in general, perform all duties incident to the office of the Secretary.

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 receipts and disbursements and financial records and books of account on behalf of the Association. He 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.

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 man would have exercised or used under the circumstances in the conduct of his own affairs, or (b) took or omitted to take such action in reliance upon advice 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 **Compensation.** No director or officer of the corporation shall receive any fee or other compensation for services 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 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) ten (10) years from the date of the first sale of a unit by Declarant, (b) thirty (30) days after the conveyance of seventy-five percent (75%) of the common elements and facilities 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. In calculating the percentage of the common elements and facilities conveyed for purposes of (b), it shall be assumed that eighty-four (84) units are included in the Condominium. Each owner of a unit in the Condominium shall be deemed by acceptance of the deed to his 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 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 or more, shall first be approved by the membership at an annual or special meeting called for such purpose. The Association may, to the extent it deems advisable, 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. A violation of any such rules or regulations shall constitute a violation of the Declaration. 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 sixty-seven percent (67%) or more of the votes present or represented at a meeting at which a quorum is in attendance, 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 monthly. If not paid on or before the due date, the assessments shall bear interest at the rate of twelve percent (12%) per annum 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 routine maintenance and repair of the common elements and facilities, management services, insurance, common services and utilities, administration, materials and supplies. The reserve fund shall be used for contingencies and periodic expenses such as painting 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. In the event that both 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 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.

The annual budget shall be prepared and determined by October 31st 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 members' 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 a majority of the membership entitled to vote with respect to such assessments, 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 a majority of the membership entitled to vote 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 **Default and Liens.** All assessments, until paid, together with interest 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 and facilities 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 therefor 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 therefor, as provided by law, and there shall be added to the amount due the costs of collection and interest, together with attorney fees. Liens may 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

Repairs and Maintenance

7.1 **Individual Units.** Each unit owner, at his sole expense, shall be responsible for keeping the interior of his unit and all of its equipment and fixtures in good, clean and attractive condition, order and repair, and shall be responsible for interior decorating, painting and varnishing which may at any time be necessary to maintain the good appearance and condition of his unit. Each unit owner must perform properly or cause to be performed all maintenance and repair work within his own unit which if omitted would affect other unit owners, and such unit owner shall be personally liable to the Association or to other unit owners, as the case may be, for any damages caused by his failure to do so. 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 maintenance, repair or replacement of any plumbing fixtures, doors and windows (including washing and replacement of broken glass), screens

and screening, lighting fixtures, refrigerators, ranges, microwave ovens, heating and air conditioning equipment, including appurtenant compressor and equipment, dishwashers, disposals, laundry equipment such as washers and dryers, interior electrical wiring and fixtures, doorbells, or other fixtures and equipment which may be in, or connect with, the unit or the limited common elements appurtenant to his unit.

7.2 **Common Elements and Facilities and Limited Common Elements.** 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 kept in good, clean and attractive condition, order and repair, except to the extent unit owners are responsible for limited common elements as provided in 7.3. All such expenses of maintenance shall be a common expense of the Association unless necessitated by the negligence or misuse of a unit owner, in which case such expense shall be charged and specially assessed to such unit owner. Without in any way limiting the foregoing, the Association shall be responsible for accomplishment of the following specific items of maintenance and repair with respect to the common elements and facilities and limited common elements:

(a) All painting, repairing, restoration, maintenance, and decorating of building exteriors, walls and roofs, including patios and decks, and including exterior doors, windows and screens, but not including replacement of glass or screening.

(b) General repair, maintenance, or replacement of exterior fixtures including gutters, downspouts and mail boxes.

(c) Lawn care, including landscaping, fertilizing, watering, weed control, tree pruning, grass cutting, edging and trimming, as required.

(d) Maintenance, repair, replacement or restoration of walks, drives and parking areas.

(e) Repair and maintenance of exterior lights and associated equipment.

(f) Snow and ice removal and salting of walks, drives and parking areas.

(g) Provision, maintenance and storage of equipment and materials required to accomplish the foregoing.

7.3 **Unit Owner's Responsibility as to Limited Common Elements.** Each unit owner, at his sole expense, shall be responsible for keeping the limited common elements appurtenant to his unit in clean and attractive condition. No objects or structures, other than movable furniture or decorative pieces, shall be placed upon the limited common elements without the prior written consent of the Board of Directors of the Association. Every unit owner shall have the right to decorate the limited common elements appurtenant to his unit in a nonstructural manner provided that decorations which are visible to other units or to the public shall have the prior written approval of the Board of Directors of the Association.

7.4 **Association Services.** The Association may provide any service or maintenance requested by a unit owner 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 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 (hereinafter referred to as "common elements") shall be occupied and used in accordance with the Declaration, the Articles of Incorporation, these By-Laws, and the rules and regulations of the Association, including the following:

(a) **Use.** No unit owner shall occupy or use his unit or the limited common elements appurtenant thereto, or permit the same or any part thereto to be occupied or used for any purpose other than as a private residence for the owner, the owner's family, or the owner's lessees or guests. No trade or business shall be conducted from any unit or the common elements.

(b) **Occupancy.** Occupancy of a unit shall at all times be limited to not more than two (2) persons for each bedroom and shall be limited to persons over the age of thirteen (13) years.

(c) **Animals and Poultry.** No animals, livestock or poultry of any kind shall be raised, bred, or kept in any unit or the common elements, except that one (1) dog, cat, or other household pet may be kept, provided such pet is not kept or maintained for commercial or breeding purposes, and is kept subject to rules and regulations which may be adopted by the Association regarding same.

(d) **Fire Protection.** Smoke alarms shall be maintained in such areas of each unit as may be directed by local ordinance or the rules and regulations of the Association; unit owners shall not store flammable liquids in any area of the unit or the common elements.

(e) **Parking.** Parking areas in the common elements are intended for the parking of motor vehicles of the guests of unit owners and no unit owner or anyone occupying his unit shall park his vehicles in such areas. No boats, campers, trailers, or non-motor vehicles of any sort shall be stored or parked, even temporarily, in such parking areas.

(f) **Obstructions.** There shall be no obstruction of the common elements.

(g) **Increase of Insurance Rates.** Nothing shall be done or kept in any unit or in the common elements which will increase the rate of insurance to the Association, without the prior written consent of the Association. No unit owner shall permit anything to be done or

kept in his unit or in the common elements which will result in the cancellation of insurance on any unit or any insurance held by the Association, or which would be in violation of any law or ordinance.

(h) **Signs.** No sign of any kind shall be displayed to the public view on or from any unit or the common elements without the prior written consent of the Association.

(i) **Noxious Activity.** No noxious or offensive activity shall be carried on in any units or in the common elements, nor shall anything be done therein which may be or become an annoyance or nuisance to other unit owners.

(j) **Alteration, Construction or Removal.** Nothing shall be altered or constructed in or removed from the common elements except upon the written consent of the Association.

(k) **Conflict.** The above rules and regulations, and those which may be hereafter adopted by the Association, are in addition to the Declaration and the contracts, declarations, and easements set forth in the Declaration, and in the event of a conflict, the Declaration and the contracts, declarations, and easements set forth and referenced therein shall govern.

(l) **Enforcement.** The foregoing 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 than $50 per violation to be charged and assessed against the owners of units who violate or whose guests or unit occupants violate such rules and regulations. Such fines 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.

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 4176 South Racine Court, New Berlin, Wisconsin 53151, until such time as a new mailing address may be designated by the Association.

9.3 **Seal.** The Board of Directors shall provide a corporate seal which shall be circular in form and shall have inscribed thereon the name of the corporation and the words "corporate seal, Wisconsin."

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.

ARTICLE XI

Miscellaneous

11.1 **Record of Ownership.** Every unit owner shall promptly cause to be duly recorded or filed of record the deed, assignment or other conveyance to him of such unit or other evidence of his title to the Board of Directors, and the Secretary shall maintain all such information in the Membership List of the Association.

11.2 **Mortgages.** Any unit owner who mortgages his unit or any interest therein shall notify the Board of Directors of the name and address of his mortgagee, and also of any release of such mortgage, and the Secretary shall maintain all such information in the Membership List of the Association.

11.3 **Statement of Assessments.** The Board of Directors or the Treasurer of the Association, at the request of any mortgagee or any prospective purchaser of any unit or interest therein, shall provide a statement to such person as to the amount of any assessments against such unit then due and unpaid, within ten (10) business days after such request is received.

11.4 **Indemnity of Officers and Directors.** Every person who is or was a director or an officer of the Association (together with the heirs, executors and administrators of such person) shall be indemnified by the Association against all loss, costs, damages and expenses (including reasonable attorney's fees) asserted against, incurred by or imposed upon him in connection with or resulting from any claim, action, suit or proceeding, including criminal proceedings, to which he is made or threatened to be made a party by reason of his being or having been such director or officer, except as to matters as to which he shall be finally adjudged in such action, suit or proceeding to be liable for gross negligence or willful misconduct. In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of gross negligence or willful misconduct in the performance of his duty as such director or officer in relation to the matter involved. The Association, by its Board of Directors, may indemnify in like manner, or with any limitations, any employee or former employee of the Association with respect to any action taken or not taken in his capacity as such employee. The foregoing rights of indemnification shall be in addition to all rights to which officers, directors or employees may be entitled as a matter of law.

All liability, loss, damage, costs and expense incurred or suffered by the Association by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Association as common expenses; provided, however, that nothing in this Article shall be deemed to obligate the Association to indemnify any member or owner of a condominium unit who is or has been an employee, director or officer of the Association with respect to any duties or obligations assumed or liabilities incurred by him under and by virtue of the Declaration, the Condominium Ownership Act, the Articles and By-Laws of the Association, as a member of the Association, or owner of a condominium unit.

11.5 **Subordination.** These By-Laws are subordinate and subject to all provisions of the Declaration and any amendments thereto and the Condominium Ownership Act, which shall control in case of any conflict. All terms herein (except where the context shall clearly indicate otherwise) shall have the same meanings as in the Declaration or the Condominium Ownership Act.

11.6 **Interpretation.** In case any provision of these By-Laws shall be held invalid, such invalidity shall not render invalid any other provision hereof which can be given effect. Nothing in these By-Laws shall be deemed or construed to authorize the Association or Board of Directors to conduct or engage in any active business for profit on behalf of any or all of the unit owners.

RESOLUTION AMENDING BY-LAWS OF CONDOMINIUM TO RESTRICT THE NON-OWNER OCCUPANCY OF UNITS

Brookridge Condominium Association, Inc.

WHEREAS, it is the objective of the Association to ensure to its members the benefits derived from owner-occupied homes; and

WHEREAS, these benefits include an increased quality of life and a stable and increased market value for units as a result of high standards of maintenance and repair, continuity of residence, and increased cooperation and compliance with Association governance; and

WHEREAS, owner-occupied homes will enhance the ability of unit owners to finance and refinance their homes;

WHEREAS, it is the objective of the Association to bring its By-Laws into compliance with federal law regarding occupant age limitations;

WHEREAS, it is the objective of the Association to maintain a non-statutory reserve account rather than a statutory reserve account to save funds for future expenditures for the repair and replacement of the common elements;

THE ASSOCIATION HEREBY RESOLVES AS FOLLOWS:

Article 8.1(a) of the By-Laws, which reads as follows, is **amended** by deleting the ~~strikeout~~ language, and inserting the <u>underlined</u> language as follows:

(a) **Use.** No unit owner shall occupy or use his unit or the limited common elements appurtenant thereto, or permit the same or any part thereto to be occupied or used for any purpose other than as a private residence ~~for the owner, the owner's family, or the owner's lessees or guests~~. No trade or business shall be conducted from any unit or the common elements.

Article 8.1(m) of the By-Laws, is **created** to read as follows:

(m) **Restriction on Non-Owner Occupancy.**

(1) Occupancy of a unit shall only be by the owner thereof, and no rental, lease, or other occupancy of the unit shall be allowed,

subject only to the following exceptions:

a. The unit owner's immediate family members may occupy the unit. Immediate family members are herein defined as a parent, child, spouse, sibling, grandparent, or grandchild, by blood, marriage, or adoption and shall include half and step relatives.

b. One adult guest of the owner is allowed, provided that the unit is the Owner's primary residence and the owner resides in the unit simultaneously with the guest.

c. A trustee, or other such fiduciary, if the occupant of the unit is a beneficiary of the fiduciary entity.

d. Mortgagees of the unit, or the Association, where the unit is acquired by foreclosure of the mortgagee's or Association's interest, either judicially or by accepting a deed in lieu of foreclosure.

e. Special Hardship Exception. The Board of Directors shall have the authority to waive the requirements of this section upon request of a unit owner if it determines that enforcement thereof in the particular circumstances would result in an unreasonable hardship upon the unit owner, and that the exception would not jeopardize the interest of the Association in promoting owner-occupancy of units. If any unit owner shall desire to lease to, or cause a unit to be occupied by a person other than an immediate family member pursuant to this hardship exception, said lease or occupancy shall require the approval of the Board of Directors, or at the Directors' discretion, a committee appointed by the Board of Directors, and further provided that said lease or occupancy shall be limited to a certain duration not to exceed twelve months. Any application for an exception must be in writing and give the reasons for requesting the exception. The Board or the committee shall convene a meeting within 30 days after receipt of notice, advising the unit owner of the time and place of a meeting and giving the unit owner an opportunity to appear. The Board or committee shall make a decision as to whether or not to grant the hardship exception within seven days of said

meeting and the reasons shall be briefly stated in writing. The decision shall be binding on the Association and the parties.

(2) No unit owner shall be permitted to lease a unit pursuant to this section unless and until the unit owner shall pay the Board of Directors, on behalf of the Association, all unpaid common charges theretofore assessed against that unit and until the unit owner shall have satisfied all unpaid liens against that unit, except permitted mortgages, unless the Board of Directors shall specifically find that satisfactory arrangements for payment have been made, including, if appropriate, an assignment of rents subordinate to any rights of any mortgagee.

(3) In the event of occupancy, rental, or lease, the owner shall provide the Association with a written lease between the owner and the tenant within five (5) business days of entering or renewing same. The lease must contain the following language:

> "Tenants have been advised of the Declaration, bylaws, and rules and regulations of the condominium and have been given a copy of same. A violation of any of these documents shall be construed as a violation of this lease."

(4) In the event of occupancy, rental or lease, the tenant is liable for any violation or failure to comply with the Declaration, By-Laws, or Association rules, which results in a charge, fine or assessment imposed by the association pursuant to the Declaration, By-Laws or Association rules. Any such violation or failure to comply with the Declaration, By-Laws, or Association rules shall constitute a breach of the lease. If the Association imposes a charge, fine or assessment as the result of a violation by the tenant, the Association shall provide both the tenant and the unit owner with notice of same, pursuant to Wis. Stat. §704.21 (2)(a) to (e) (2005), or as Wisconsin law may otherwise provide for service of notice upon a landlord or a tenant, and include:

a. The amount of charges, fines or assessments for which the tenant is liable; and

b. Notice that if the tenant fails to pay the association the amount for which the tenant is liable within 30 days after the

tenant receives the notice, the owner is liable to the association for the amount unpaid by the tenant although the tenant may be liable to the unit owner for any amounts the unit owner pays.

Thereafter, if the tenant fails to pay the charge, fine, or assessment within 30 days of receiving the notice, the unit owner shall be liable for amounts not paid by tenant. Said unit owner covenants and agrees that in the event of a violation of the Declaration, By-Laws, or Association rules which results in a breach of the lease, the Association may stand in the shoes of the owner for the purpose of taking legal action against the tenant to restrain or to evict said tenant according to law, provided that the owner shall first be given a reasonable opportunity to correct said violation.

(5) Any violation of this Article concerning non-owner-occupied units shall result in a fine to the unit owner of $50.00 per day and said unit owner shall be responsible for the reasonable and actual attorney fees and other costs incurred by the Association in connection with enforcing this section.

(6) Every unit owner assigns all rents and profits from any lease to the Association for the purpose of reimbursing the Association for overdue assessments, special or ordinary fines, levied by the Association against the unit or the unit owner, provided that in the event of conflict, said assignment shall be subordinate to any assignment to a mortgagee of the unit.

THE ASSOCIATION HEREBY FURTHER RESOLVES AS FOLLOWS:

Article 8.1(b) of the By-Laws, which reads as follows, is **amended** by deleting the ~~strikeout~~ language:

(b) **Occupancy**. Occupancy of a unit shall at all times be limited to not more than two (2) persons for each bedroom ~~and shall be limited to persons over the age of thirteen (13) years~~.

THE ASSOCIATION HEREBY FURTHER RESOLVES AS FOLLOWS:

The Association will maintain a non-statutory reserve account rather than a statutory reserve account to save funds for future expenditures for the repair and replacement of the common elements

Amendment Considered
By Written Ballot at Meeting, Nov., 6, 2006 (Date)

Motion made by: Conrad Holling

Seconded: Yes
(Yes/No)

In Favor: 60
Opposed: 6

Signed: Barbara Leist
Secretary

ARTICLES OF INCORPORATION

OF

BROOKRIDGE CONDOMINIUM ASSOCIATION, INC.

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RETURN TO:

John E. Rupke
2401 N. Mayfair Rd.
Milwaukee, WI 53226

ARTICLES OF INCORPORATION

OF

BROOKRIDGE CONDOMINIUM ASSOCIATION, INC.
(A Non-Stock, Non-Profit Corporation)

REEL 623 IMAGE 542

The undersigned, being a natural person over the age of eighteen (18) years and acting as incorporator of a non-stock, non-profit corporation under the provisions of the Wisconsin Non-Stock Corporation Law, Chapter 181 of the Wisconsin Statutes, does hereby adopt the following as the Articles of Incorporation of such corporation:

ARTICLE I

Name

The name of the Corporation shall be Brookridge Condominium Association, Inc. (hereinafter referred to as the "Association").

ARTICLE II

Period of Existence

The period of existence of the Association shall be perpetual.

ARTICLE III

Purposes

The purposes for which this Association 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 ownership (such real estate and improvements hereinafter sometimes referred to as "condominium property"), as provided in the Condominium Ownership Act under the laws of the State of Wisconsin and subject to the terms and conditions of the Condominium Declaration for Brookridge Condominium, as recorded in the Office of the Register of Deeds for Waukesha County, Wisconsin (hereinafter referred to as the "Declaration");

(b) To serve as a means through which the unit owners may collectively and efficiently administer, manage, operate and control the condominium property in accordance with the Condominium Ownership Act and the Declaration; and

(c) To engage in any lawful activity related to the foregoing within the purposes for which a non-stock, non-profit corporation may be organized under the Wisconsin Non-Stock Corporation Law, subject to the Wisconsin Condominium Ownership Act and the Declaration.

WAUKESHA

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ARTICLE IV

Powers

The Association shall have all of the powers enumerated in the Wisconsin Condominium Ownership Act and the Wisconsin Non-Stock Corporation Law, to the extent not inconsistent with the Condominium Ownership Act, or the Declaration, or the By-Laws of the Association, including without limitation, the following:

(a) To exercise exclusive management and control of the common elements and facilities and limited common elements described and set forth in the Declaration;

(b) To hire, engage or employ and discharge such persons or entities as it may deem necessary or advisable to assist in the management of its affairs or to properly effectuate the duties and responsibilities of the Association as set forth in the Declaration;

(c) To maintain, repair, replace, reconstruct, operate and protect the common elements and facilities and limited common elements as set forth in the Declaration;

(d) To determine, levy and collect assessments against the unit owners and use the proceeds thereof in the exercise of its powers and duties, including without limitation, the payment of operating expenses of the Association and the common expenses relating to the maintenance, repair, replacement, reconstruction, operation and protection of the common elements and facilities and limited common elements as described and set forth in the Declaration;

(e) To enter into contracts on behalf of the unit owners and act as agent of the unit owners, with regard to, among other things, common services as required for each unit, utilities, and such other matters as may be determined by the members of the Association;

(f) To purchase insurance on the condominium property and insurance for the benefit of the Association and its members as set forth in the Declaration;

(g) To make and amend By-Laws and reasonable rules and regulations governing, among other things, the use and operation of the condominium property in the manner provided by the Declaration;

(h) To enforce by legal means the provisions of the Condominium Ownership Act, the Declaration, the By-Laws, assessments and liens against the units, and any rules and regulations governing the use and operation of the condominium property;

(i) To establish and maintain one or more bank accounts for deposit and withdrawal of the funds of the Association; and

(j) To do all things necessary or convenient to effectuate the purposes of the Association and the Declaration.

ARTICLE V

Members

All owners of units in Brookridge Condominium shall be entitled and required to be members of the Association, and membership shall be limited to such owners. The respective rights, qualifications and obligations of membership shall be as set forth in the By-Laws of the Association.

ARTICLE VI

Principal Office and Registered Agent

The location of the initial principal office of the Association shall be in Waukesha County at 4176 South Racine Court, New Berlin, Wisconsin 53151, and the initial registered agent at such address shall be James F. Burg.

ARTICLE VII

Directors

The number of directors of the Corporation shall be as fixed in the By-Laws, but in no event shall be less than three (3). The manner in which directors shall be elected, appointed or removed shall be provided in the By-Laws.

The number of directors constituting the initial Board of Directors shall be three (3), and the names and addresses of the initial directors are:

James F. Burg
4176 South Racine Avenue
New Berlin, Wisconsin 53151

Robert F. Benz
4176 South Racine Avenue
New Berlin, Wisconsin 53151

Bernard W. Krebsbach
1616 Forest Home Avenue
Fond du Lac, Wisconsin 54935

ARTICLE VIII

Officers

The principal officers of the Association shall be a President, a Vice-President, a Secretary and a Treasurer. The officers shall be elected, appointed or removed in the manner provided by the By-Laws, and shall have and exercise the powers and duties assigned in the By-Laws.

ARTICLE IX

Incorporator

The name and address of the incorporator of this Association is:

John E. Rupke
Attorney at Law
SCHMIDT & RUPKE
2401 N. Mayfair Road
Milwaukee, WI 53226

ARTICLE X

Stock, Dividends, Dissolution

The Association shall not have or issue shares of stock. No dividend shall ever be paid to members of the Association, and no part of the income, assets or surplus of the Association shall be distributed to its members, directors, or officers, except upon dissolution of the Association. The Association may pay compensation in reasonable amounts to employees, members, directors, or officers for services rendered, except as limited in the By-Laws, and may confer benefits upon its members in conformity with its purposes.

In the event of dissolution of the Association, and the removal of Brookridge Condominium from the provisions of the Wisconsin Condominium Ownership Act, all of the Association's assets, after payment of its liabilities and obligations, shall be distributed to the members of the Association in accordance with their undivided percentage interest in the common elements and facilities of the condominium.

ARTICLE XI

Amendment

These Articles may be amended in the manner provided by law at the time of amendment.

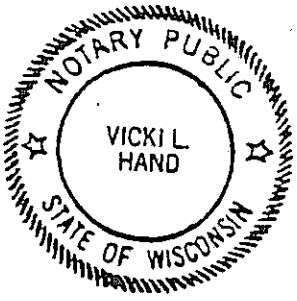
IN WITNESS WHEREOF, the undersigned has executed these Articles in duplicate this 17th day of July, 1984.

John E. Rupke, Incorporator

State of Wisconsin)
(§
County of Waukesha)

REEL 623 PAGE 546

On this 19th day of July, 1984, personally appeared before me the above named John E. Rupke, known to me to be the person whose name is subscribed to the foregoing Articles of Incorporation, and he acknowledged that he executed the same for the purposes therein contained.



Vicki L. Hand
Notary Public, State of Wisconsin
My Commission: expires 1/26/86

STATE OF WISCONSIN
FILED

JUL 24 1984

DOUGLAS LA FOLLETTE
SECRETARY OF STATE

This Instrument was drafted by:
John E. Rupke
SCHMIDT & RUPKE
2401 North Mayfair Road
Milwaukee, WI 53226

Brookridge
A Condominium Community

TO ALL UNIT OWNERS:

The purpose of this letter is to review some of the rules which, as unit owners, you are expected to abide by. If you should have a question, any of your Board members will be pleased to assist you.

PETS (Rule is effective January 1, 2005):

Article VIII of the Association By Laws requires unit owners to comply with the By Laws and Rules and Regulations developed by the Board of Directors. The original rule for pets allowed "one dog, cat or other household pet may be kept . . . subject to rules and regulations adopted by the Association regarding same."

Prior amendments to the original rule further limited acceptable pets as "medium" in size.

The following additional rules are in effect as of January 1, 2005:

- "Medium" shall be defined as any pet weighing a maximum of 60-70 pounds. Compliance with this limit shall be determined by a majority vote of the Board of Directors. Any violation of this requirement will result in a fine imposed by the Board of Directors in the amount of $40 per pet per month.

- Enforcement of one pet limit: If the Board determines that a unit owner has more than one pet that is allowed to go outside the unit, a fee of $40 per month will be assessed for any "outside" pets in excess of one.

- Noise, waste, or other nuisance complaints related to pets: Unit owners are expected to maintain control of their pets at any time the pets are outside the unit and to clean up after their pets, as necessary. Unit owners must also abide by city ordinances regarding noises. Unit owners are encouraged to report in writing pet-related complaints to members of the Board of Directors. If the Board receives two or more written complaints against a unit owner in any consecutive 12 month period, these complaints will be turned over to the New Berlin Police Department. Any Subsequent complaints will result in an immediate call to the New Berlin Police Department for investigation.

PARKING:

There is to be **no parking of owner's vehicles on the driveways**. Temporary, occasional guests may park in the appropriate spots in the driveways. Long-term guests (more than a few days) should obtain a parking permit from the city and park on the street. Please make certain neither you nor your guests park vehicles in front of the mailbox stations. During the winter months, it would be advisable to park on the opposite side of the street from the mailbox stations to allow the plows to make a clean sweep.

REFUSE:

Please do not place your garbage and/or recycle bin outside your garage before the day of garbage collection. Our collection day is **TUESDAY, BETWEEN THE HOURS OF 8:00 A.M. and 1:00 P.M.** If a holiday falls on a Monday or Tuesday, collection day is one day later. If you are going to be away on collection day, please arrange with a neighbor to set your garbage out. To prevent refuse from scattering about, please close bags securely.

CHANGES TO THE COMMON OR LIMITED COMMON AREAS:

If you wish to make a change in these areas outside your unit, you should first obtain Board approval. By "changes" we refer to such things as removing existing shrubs and trees and replacing with new planting in undesignated areas, using decorative stone in planting beds, decorative lawn and/or garden ornaments, bird baths and houses, etc. and anything you might wish to attach to your building.

DECKS AND PATIOS:

The decks and patios referred to in the By-laws as being the responsibility of the Association are only those included with the basic unit in the original plans. The term "deck" refers to the 2nd story porches and the concrete patios in the middle units. Association maintenance does not include ground level wood decks and concrete patios, wood railings or privacy fences that have been added at the owner's expense.

SNOW REMOVAL:

Our snow removal contract calls for driveway plowing following a snowfall of 2 or more inches. Walks will be cleaned and de-iced, when necessary, after snowfalls of 1" or more; however, this may not occur until later in the day. The end units with wood decks or patios will have only a path shoveled to the door.

11/2006

Brookridge
A Condominium Community

Reminders for Brookridge Condominium Assoc. Owners

Outside faucets:

Please remember all corner unit owners need to turn off the outside faucets immediately, if you have not already done so. This shutoff is located in the corner unit basements. Also bleed the line to make sure all water is out of the pipe. This will prevent freezing of water pipes and possible significant water damage inside your unit.

You may also wish to turn off the water to any faucets in your garage, even though the temperature in your garage may not fall below freezing.

The shut off of water to prevent freezing is the responsibility of the unit owner.

Newspaper slots:

The boxes above and below our mailboxes are for newspapers. However, they are also used for various other items, including advertisement flyers. Whether this material is of interest to you or not, we appeal to you to remove it each time you collect your mail and newspaper.

Sump Pump Battery Backup Systems:

It is important to periodically check your sump pump battery backup system. Note, not all units have a sump pump. See the directory for sump pump locations. Simply check your yellow control panel on the front. You should see a green flashing light across from the charger indicator on the panel. This signifies proper operation. If any other light is on or if a high-pitched alarm sounds, it indicates a problem. Please contact any Board member to request potential corrective action.

Monthly Maintenance Fee:

This fee is **due on the 1st of the month** and owners are expected to remit no later than the 5th of the month. Association bills are generally due and payable on the 1st of the month and your payment is a requirement for the Association to meet its financial obligations. If it is more convenient for you, this fee can be paid quarterly, semi-annually or annually.

If your payment is not received by the 5th of the month, it is then considered delinquent and subject to a 10% late penalty.

Please make certain you are correctly addressing your payment. The correct address is:

Brookridge Condominium Association
PO Box 510424
New Berlin, WI 53151

Please be sure to **mail** your monthly fees to our Post Office box. **DO NOT PUT THEM IN THE TREASURER'S PAPER BOX**. A Board Member found someone's envelope with the check in it on the street.

11/2007