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Return to: Atty. Joan R. Beck
P. O. Box 176
West Bend, WI 53095

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DECLARATION

BROOKFIELD TERRACE, A CONDOMINIUM
370-410 DUSTIN DRIVE and 375-415 KRISTIN COURT WEST
BROOKFIELD, WISCONSIN

DECLARATION made pursuant to the Condominium Ownership Act of the State of Wisconsin, being Chapter 703 of the Wisconsin Statutes, by BB's Construction Co. of West Bend, Ltd., 5334 Highway 175, Hartford, Wisconsin, 53027 hereinafter referred to as "Declarant".

ARTICLE I
ESTABLISHMENT

Section 1.01 - Intent. The Declarant, as fee owner of the land described in Section 1.03 hereof, by the execution and recording of this Declaration, intends that the land herein described, the buildings and improvements constructed or to be constructed thereon, and all easements, rights and appurtenances belonging thereto shall be subject to the condominium form of ownership and use in the manner provided by the Condominium Ownership Act of the State of Wisconsin (hereinafter the "Act"), the provisions of this Declaration, Articles of Incorporation and the By-Laws of the association of unit owners created under Article XI of this Declaration (hereinafter the "Association").

Section 1.02 - Name and Address. The name by which this condominium shall be known is "Brookfield Terrace, A Condominium" and its street address is 370-410 Dustin Drive and 375-415 Kristin Court West, Brookfield, Wisconsin.

Section 1.03 - Description of Land. The land which is the subject of this Declaration is described on Exhibit A attached hereto. The land on which the condominium may be expanded is described in Exhibit B attached hereto.

Section 1.04 - Condominium Plat. The Declarant, contemporaneously with the recording of this Declaration, has filed for record in the office of the Register of Deeds for Waukesha County, a condominium plat entitled "Brookfield Terrace, A Condominium", consisting of two (2) sheets, certified on December 4, 1995 by James G. Reichhoff, R.L.S. References herein to the "condominium plat" or "plat" shall be to said recorded plat.

Section 1.05 - Condominium Plat Amendments. The Declarant reserves the right, without Association or unit owner approval, to amend the condominium plat for the sole purpose of recording the actual location of any unit or any building or other common element improvement, the planned location of which was shown on the original plat, and for the purpose of recording the location of units created by the Declarant pursuant to Article XIII of this Declaration.

Section 1.06 - Developer's Agreement. The condominium property is subject to the terms and conditions of that certain Developer's Agreement entered into by and between the Declarant and the Sanitary

District No. 4 - Town of Brookfield on September 15, 1994, and also a Developer's Agreement by and between the Declarant as Developer and the Town of Brookfield entered into on September 6, 1994 and also a Developer's Agreement by and between Watertower Associates, a Wisconsin General Partnership and the Town of Brookfield entered into on September 6, 1994.

ARTICLE II
CONDOMINIUM BUILDINGS

Section 2.01 - Location of Buildings. The building is located on the property as depicted on the condominium plat.

Section 2.02 - Building Identification System. The buildings containing the condominium living units shall each be assigned an number and a post office street address. The initial condominium building is as follows:

Building	Address
1	375-415 Kristin Court West 370-410 Dustin Drive

Section 2.03 - Description of Buildings. Each building will contain four to eight units will be substantially the same in style and configuration. Some buildings will be two stories and some buildings will be three stories, including basement, of wood frame construction with vinyl siding and some brick veneer. The roof shall be covered with fiberglass shingles. Each unit shall be multi-level. Complete construction details are contained in the working plans and drawings available for inspection at the office of the Declarant or the Association.

ARTICLE III
CONDOMINIUM UNITS

Section 3.01 - Number of Units. The condominium when completed will have a total of 8 units. Additional units may be added by the Declarant in accordance with Article XIII of this Declaration.

Section 3.02 - Unit Defined. A condominium unit is that portion of a building intended for private use and occupancy as a residential dwelling, consisting of one or more rooms or enclosed spaces on one or more levels and having outer boundaries formed:

(i) as to finished areas, by and including the interior surface materials (i.e., drywall, panelling, tiling and floor coverings) of the perimeter and internal structural walls, floors and ceilings; and

(ii) as to any unfinished areas (such as a basement), by the following:

(a) upper boundaries shall be the horizontal plane created by the undersurface of the ceiling/floor joists or the undersurface of the chords of the roof trusses, as the case may be;

(b) lower boundaries shall be the upper surface of the unfinished floor; and

(c) vertical boundaries shall be the vertical plane created by the inner surface of perimeter and structural walls.

Each unit includes its attached garage, windows, window frames, entry doors, door frames and unit fixtures and, in the case of units having more than one level, the stairwells providing access between levels. The boundaries of each unit have the dimensions and are located as shown on the condominium plat and amendments filed pursuant to Section 1.05 of this Declaration.

Section 3.03 - Description of Units. Each unit contains approximately 1,800 to 2,300 square feet of living space including living room, family room, three bedroom, two full bathrooms, kitchen and computer room. Details of the floor plan are available for inspection at the office of the Declarant or the Association.

Section 3.04 - Unit Fixtures. Improvements to a unit which are permanent in nature are unit fixtures. Typical unit fixtures include the following: interior non-load bearing walls, interior doors, window and door glass, cabinetry, electric wiring and lighting fixtures, wall to wall floor coverings, plumbing fixtures and pipes, heating and air-conditioning systems, water heater, exhaust fans and such other built-in or permanent improvements or appliances which may be within the unit.

Section 3.05 - Unit Identification System. Each unit has a unit identification number, a street address and a real estate tax key number as set forth in Exhibit C to this Declaration. The unit identification numbers shall be used and shall be legally sufficient for all conveyance purposes. When a conveyance affecting a unit occurs prior to the construction of a unit, the unit identification number shall be used and shall be legally sufficient to convey to the grantee the right to construct that unit in accordance with this Declaration.

Section 3.06 - Completion of Units. All units, whether owned by the Declarant or a successor to the Declarant, shall be constructed and completed within five (5) years of the date this Declaration is recorded. Units not completed within said five (5) years shall be removed from the condominium in accordance with the Act unless the time period is extended in accordance with the Act.

Section 3.07 - Unit Modification. The floor plan of a unit may be altered and the fixtures therein may be modified by a unit owner provided that such work is done in compliance with Section 5.03 of this Declaration.

Section 3.08 - Boundary Wall Easements. Each unit owner shall have an easement in the boundary or exterior walls surrounding that unit for the purposes of additional utility outlets, wall hangings, and the like; except that the unit owner shall do nothing to impair or destroy the structural integrity of the wall or building or the sound-proofing of any partition walls. No openings whatsoever shall be made into any boundary wall, floor or ceiling without the prior written approval of the Association.

Section 3.09 - As-Built Certificate. From time to time upon the completion of units, the Declarant shall file with the Register of Deeds a certificate designating the floor plan of each unit as built.

ARTICLE IV
COMMON ELEMENTS AND FACILITIES

Section 4.01 - Description. The common elements and facilities of the condominium are all of its land, improvements and appurtenances, excluding the units as defined in Article III of this Declaration, and including, without limitation, the following:

(1) the land described in Section 1.03 of this Declaration;

(2) the building structures, including perimeter and load-bearing walls, perimeter floors and ceilings, roof systems, foundations, structural support systems, exterior finish materials, entry stoops, porches, decks and patios;

(3) the electric, telephone, communication, gas, water, sanitary sewer, sprinkler system, and other utility lines, laterals, conduits or pipes, whether located in-ground, above-ground or within building walls and which are not owned and maintained by a public or private utility company;

(4) the private roadway and the lighting thereof; also the driveways and sidewalks;

(5) the lawn and landscape areas and improvements, including retaining walls;

(6) all other parts of the condominium necessary or convenient for the existence, maintenance and safety of the condominium or normally in common use by all unit owners;

Section 4.02 - Percentage Interest. Each unit owner shall have an undivided 1/8 equal interest in the common elements of the condominium as a tenant in common with the other unit owners of the condominium, such interest being subject to change upon expansion of the condominium as provided for in Article XIII of this Declaration.

Section 4.03 - Transfer of Common Elements. The percentage interest of each unit owner in the common elements of the condominium shall not be separated from the unit to which it appertains and shall be

deemed to be conveyed, leased or encumbered with the unit even though such interest is not expressly mentioned or described in the conveyance or other instrument.

Section 4.04 - Partition of Common Elements. There shall be no partition of the common elements through judicial proceedings or otherwise unless this Declaration is terminated and the property is withdrawn from the terms of this Declaration and any statute of Wisconsin applicable to condominium ownership.

ARTICLE V
REPAIRS AND MAINTENANCE

Section 5.01 - Common elements. The Association shall be responsible for the management, control, maintenance, repair and replacement of the common elements and shall cause the same to be kept in good, safe, clean, attractive and sanitary condition, provided, however, that the cost to repair or replace any portion of the common elements damaged through the fault or negligence of a unit owner or occupant may be charged in accordance with Section 7.04 of this Declaration.

Section 5.02 - Individual Units. Each unit owner shall be responsible to maintain that unit in good order, condition and repair and in a clean, safe and sanitary condition. Further, each unit owner shall be responsible for the maintenance, repair and replacement of unit fixtures.

Section 5.03 - Limitations on Changes. No unit owner shall alter the floor plan or otherwise modify a unit without first obtaining, during the period of Declarant control as defined in Section 11.05 of this Declaration, the written consent of the Declarant or thereafter, the written consent of the Association. Likewise, no unit owner shall make any alteration, change or improvement to common or limited common elements without such consent. A unit owner shall not perform, or allow to be performed, any act or work which would impair the structural soundness or integrity of a building or the safety of the property, or impair any easement. No modification may be made to the heat, plumbing or sprinkler system whatsoever without the written consent of the Association.

Section 5.04 - Entry for Repairs. The Association shall have the right, at reasonable times and under reasonable conditions, to enter upon or across any unit in connection with the maintenance, repair or replacement of any common element. Except in cases of emergency, the Association shall give prior notice to affected unit owners and occupants of its need to make entry. Such entry shall be with as little inconvenience to the unit occupants as practical and any damage caused thereby shall be repaired and restored by the Association and treated as a common expense.

ARTICLE VI
ASSESSMENTS FOR COMMON EXPENSES

Section 6.01 - Purpose of Assessments. The assessments levied by the Association shall be used to promote the business interests, health, safety and welfare of the occupants of the condominium; to provide for the repair, maintenance, insurance and improvement of the common elements; to provide for such emergency repairs as the Association may deem necessary; and to create reserve funds for the purposes authorized by this Declaration and the By-Laws.

Section 6.02 - Common Expenses. Common expenses are defined as follows:

(1) all sums lawfully assessed against the unit owners by the Association for the management, control, maintenance, repair and replacement of common elements;

(2) expenses declared common expenses by the Act, by this Declaration or the By-Laws;

(3) amounts determined by the Board of Directors to be collected and held from time to time as a reserve fund for the future acquisition, replacement or repair of common elements. The reserve fund shall accumulate from year to year in a non-lapsing account of the Association;

(4) reimbursement of common water expense to the owner of unit 1 in each building.

Section 6.03 - Share of Common Expenses. Each unit owner shall be responsible for the payment of that proportionate share of the common expenses reflected by the percentage interest in the common elements assigned to each unit by Section 4.02 of this Declaration; provided, however, that expenses incurred by the Association to repair any portion of the common elements damaged through the fault or negligence of a unit owner or occupant may be accounted for separately and be charged to the unit owner responsible therefor as a special charge. In the event of expansion of the condominium as provided for under Article XIII of this Declaration, the proportionate share shall be modified as provided for in Section 13.02 thereof.

Section 6.04 - Special Charges. Expenses incurred by the Association to repair or replace any portion of the common elements damaged through the fault or negligence of a unit owner or occupant and expenses incurred by the Association for the maintenance, repair or replacement of limited common elements in accordance with Section 5.01 of this Declaration may be accounted for separately and be charged to the unit owners responsible therefor as a special charge. Penalties assessed by the Board of Directors for infractions of Association rules and regulations shall also be special charges.

Section 6.05 - Annual Assessments. The Association shall, as provided in the By-Laws, determine an annual budget for common

expenses and fix an annual assessment which shall be paid by each unit owner on a monthly basis. Monthly payments not made when due shall render the unpaid annual assessment for such year delinquent and such amount shall be due and payable in full. The failure or delay of the Association to prepare the annual budget or to notify any unit owner of the assessment shall not constitute a waiver or release of such unit owner's obligation to pay that unit's proportionate share of the common expenses whenever the same shall be determined; and in the event of such failure or delay of the Association to prepare the annual budget, each unit owner shall continue to pay the annual assessment at the then existing rate until the new assessment is determined.

Section 6.06 - Common Surpluses. In the event of a common surplus at the end of any fiscal year, such surplus (excluding amounts held in the reserve fund) shall be credited to the unit owners' next annual assessments for common expenses in proportion to the percentage of interest for each unit established by Section 4.02 of this Declaration. or in proportion to such new percentage as established by Section 13.02 of this Declaration in the event of an expansion of the condominium.

Section 6.07 - Special Assessment. In addition to the annual assessments the Association may, in the absence of sufficient reserve funds, levy special assessments for the purpose of defraying in whole or in part the cost of any construction, reconstruction, acquisition, replacement or repair of common elements, or to finance any underestimated, unusual or unpredicted cost. Such special assessment shall be levied and collected in the manner set forth in the By-Laws. The proceeds of a special assessment shall be collected, held and disbursed by the Association for the sole purpose for the which the same was levied.

Section 6.08 - Uniform Rate of Assessment. The annual assessments and any special assessments shall be levied at a uniform rate for all units in accordance with the percentage interest established by Section 4.02 of this Declaration. Said percentage interest may change as provided in Section 13.02 of this Declaration upon expansion of the condominium.

Section 6.09 - Covenant to Pay. In accordance with the statutory liability created by the Act, the owner of each unit, by the acceptance of a deed therefor, whether or not it be so expressed in the deed, shall be conclusively deemed to have covenanted and agreed with every other unit owner and with the Association to pay to the Association all assessments and charges, regular or special, in accordance with the provisions of the Act, this Declaration and the By-Laws. Liability for assessments and charges may not be avoided by waiver of the use or enjoyment of any common element or by abandonment of the unit for which the assessments or charges are made.

Section 6.10 - Liability for Assessments upon Conveyance.

(1) In a voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments levied against the grantor for his or her share of the common

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expenses up to the time of the conveyance and for which a statement of condominium lien is filed as provided herein, without prejudice to the rights of the grantee to recover from the grantor the amount paid by the grantee for such assessments.

(2) Any grantee of a unit is entitled to a statement from the Association setting forth the amount of unpaid assessments against the grantor and the grantee is not liable for, nor shall the unit conveyed be subject to a lien which is not filed pursuant to Section 7.11 hereof for, any unpaid assessment against the grantor in excess of the amount set forth in the statement. If the Association does not provide such statement within ten (10) business days after grantee's request, it shall be barred from claiming against the grantee under any lien which is not filed under Section 7.11 hereof prior to the request for the statement.

Section 6.11 - Lien for Assessments. All assessments, regular or special, and special charges levied pursuant to this Article, together with interest thereon and actual costs of collection, constitute a lien upon such unit and upon the undivided interest in the common elements appurtenant thereto, in favor of the Association, provided that a statement of lien is filed within two (2) years after the date on which the assessment becomes due. The lien is effective against the unit at the time the assessment becomes due regardless of when within the two (2) year period it is filed. A statement of condominium lien signed and verified by a director of the Association is filed in the land records in *the office of the Clerk of Circuit Court of Waukesha County and shall* contain the legal description of the unit, the name of the record owner thereof, the amount of assessment due and the period for which the assessment was due. Upon full payment of an assessment for which the lien is claimed, the unit owner shall be entitled to a fileable satisfaction of the lien.

Section 6.12 - Priority of Lien. Such lien shall be superior to all other liens and encumbrances on such unit, except only for:

(1) liens of general and special taxes;

(2) liens of a first mortgage recorded prior to the making of the assessment;

(3) construction liens filed prior to the making of the assessment; and

(4) all sums unpaid on any veteran secondary mortgage loan made under Section 45.80, Stats.

All other liens created after the date of the recording of this Declaration *shall be inferior in priority to liens of the Association for any* assessment, whether or not so specifically set forth in the instruments creating such liens.

Section 6.13 - Enforcement of Lien. A lien may be enforced and foreclosed by the Association in the same manner and subject to the same requirements as a foreclosure of mortgages on real property. An action to foreclose the lien must be initiated within three (3) years following the recording of the statement of condominium lien; provided, however, that no action may be brought except after ten (10) days prior written notice to the unit owner given by registered mail, return receipt requested, to the address of the unit owner shown on the books of the Association. The Association may recover costs and actual attorney fees and may bring suit for any deficiency following foreclosure in the same proceeding.

Section 6.14 - Additional Remedies. Any assessment or installment thereof not paid within 10 days after the due date shall accrue interest from the due date at a rate which is two percent (2%) higher than the rate prescribed by the Wisconsin Statutes to be collected upon the execution of a judgment. In lieu of charging such interest, the Association Board of Directors may, from time to time, fix a reasonable late payment fee for each month, or fraction thereof, that such assessment is not paid. All payments on account shall be first applied to the interest or late charge, if any, and then to the assessment payment first due. The Association may bring an action at law against the unit owner obligated to pay the assessment or may foreclose the lien against the unit. The filing of a suit to recover a money judgment for unpaid assessments hereunder shall not be deemed to be a waiver of the Association's lien foreclosure rights.

Section 6.15 - Assessments Against Declarant. Notwithstanding any other provision of this Article, the Declarant is not required to pay annual or special assessments under this Article for unoccupied units owned by the Declarant. Declarant shall, however, pay a charge sufficient to cover the costs of Association insurance attributable to such units plus a standby charge of $10.00 per unit per month. The standby charge shall accrue as to each such unit from the date an occupancy permit is issued for the unit by the governmental agency having jurisdiction to issue such permits.

ARTICLE VII
COVENANTS ON USE AND OCCUPANCY

Section 7.01 - Use of Premises. All units in the condominium shall, except as hereafter provided, be used exclusively for residential dwelling purposes consistent with the size and facilities of the units. During the period in which initial sales of units by the Declarant are in progress, the Declarant may maintain model units within the condominium and may occupy or grant permission to any person with or without rental, as determined by the Declarant, to occupy the same for business or promotional purposes, including clerical activities, sales offices and model units for display, provided such activities do not unreasonably interfere with the quiet enjoyment of any other unit owners or unit occupants.

Section 7.02 - Construction Activities. During the initial period of construction of the buildings and facilities of the condominium, the

Declarant, his contractors and subcontractors and their respective agents and employees, shall be entitled to access to said buildings and all common elements of the condominium as may be required in connection with such construction. In addition, Declarant reserves the right to continue grading activities and to cut and fill along Barker Road as necessary to accomplish expansion.

Section 7.03 - Prohibited Activities and Signs. No industry, business, trade, occupation or profession of any kind, whether commercial, religious, educational or otherwise, whether designed for profit, altruism, exploration or otherwise, shall be conducted, maintained or permitted on any part of the condominium; nor, except as permitted by Association rules or regulations, shall any "For Sale" or "For Rent" signs or other window displays or advertising be maintained or permitted by any owner on any part of the condominium. The right is reserved by the Declarant to place "For Sale" or "For Rent" signs on any unsold or unoccupied unit, and to place such other signs on the property as may be required to facilitate the sale of unsold units.

Section 7.04 - Use of Common Elements. Each unit owner shall have the right to use the common elements and facilities in common with all other unit owners for the purposes of access to, use, occupancy and enjoyment of his or her unit and the common elements, which right shall extend to the unit owner and the unit owner's family, invitees and tenants. Such use shall, however, be subject to and be governed by the Act, this Declaration, the By-Laws and the Association rules and regulations, to the end that the condominium may be operated and maintained as an attractive residential complex. Specifically, there shall be no obstruction of, nor shall anything be kept or stored on any part of the common elements and facilities without the prior written agreement of the Association. Nothing shall be altered on, constructed in or removed from the common elements and facilities except upon the prior written agreement of the Association.

Section 7.05 - Occupancy Restrictions. No unit shall be occupied by more than two persons for each bedroom within the unit.

Section 7.06 - Pets and Animals. No pets, animals, livestock or poultry of any kind shall be raised, bred or kept in any unit or in or on the common areas except such household pets as may be kept in units in strict compliance with Association rules and regulations.

Section 7.07 - Motor Vehicles. The number of motor vehicles, including motorcycles, which may be kept on the condominium property may be limited by Association rules and regulations and all vehicles shall be kept and parked in strict compliance with such rules and regulations. Except for the vehicles of guests of unit occupants, and except as provided in Section 7.08 hereof, the parking of all other vehicles of any kind on the condominium property is prohibited. All motor vehicles must be licensed and operable.

Section 7.08 - Commercial and Recreation Vehicles. No person shall use any of the common elements of the condominium, including the unit driveway, for the parking, storage or operation of motor homes,

campers, trucks over one-ton capacity, snow-mobiles, all-terrain vehicles or other commercial or recreation-type vehicles, except as permitted by Association rules and regulations. Vehicles of this type must be kept in the garage at all times.

Section 7.09 - Nuisances. Unlawful, immoral, noxious or offensive activity shall not be carried on in any unit or in the common elements, nor shall anything be done therein or thereon, either willfully or negligently, which may be or become, in the judgment of the Board of Directors, an annoyance or nuisance to the other unit owners or unit occupants.

Section 7.10 - Insurance and Safety Hazards. No owner or occupant shall, within his or her unit or anywhere on the condominium property store, collect, permit or use any material or product which will increase the rate of insurance or result in cancellation of insurance or create a safety hazard.

Section 7.11 - Roof Structures. No owner or occupant shall place upon the roof of any building any antenna, tower, solar collector or other similar device.

Section 7.12 - Accessory Structures. No accessory structure shall be constructed or placed on the condominium property except by action of the Association.

Section 7.13 - Leasing of Units. The Declarant may lease units which it owns upon such terms and conditions as it determines. After a unit has been sold by the Declarant, the unit owner may not thereafter lease the unit for a term of less than one month. The owner of a leased unit shall notify the Association of the tenant's name and telephone number.

Section 7.14 - Unoccupied Units. If the occupant of a unit, whether the owner or a tenant, intends to leave such unit unoccupied for a period of more than one month, the occupant shall notify the Association prior thereto of the occupant's forwarding address and of a telephone number where the occupant can be reached.

Section 7.15 - Maintenance of Sprinkler System. Proper maintenance of the sprinkler system requires that all units be heated to at least 65°F at all times, that garage doors be kept closed, and that heating systems remain operable as installed.

ARTICLE VIII
REMEDIES FOR BREACH OF COVENANTS, RESTRICTIONS AND REGULATIONS

Section 8.01 - Compliance Required. Every unit owner and occupant shall comply strictly with every rule, restriction, condition or regulation adopted by the Association under the By-Laws, and with the covenants, conditions and restrictions set forth in the Act, this Declaration, By-Laws or in the deed to the unit.

Section 8.02 - Emergency Entry for Abatement. The Association shall have the right, in cases of emergency affecting the health or safety of other occupants or affecting the safety of the building or any other unit, to enter any unit for the purpose of abating the breach of rule, regulation, restriction, covenant or condition which causes such emergency. Damages arising from such entry shall be the responsibility of the owner of the unit entered.

Section 8.03 - Legal Remedies. Failure to comply with any of the By-Laws, rules, covenants, conditions or restrictions is grounds for action to recover sums due, for damages or injunctive relief, or both, maintainable by the Association or, in a proper case, by an aggrieved unit owner. In addition to all other remedies available at law, the Association may levy a fine against the owner of a unit, the occupant or guest of which fails to comply with any of the By-Laws, rules, covenants, conditions or restrictions. Such fines shall be paid promptly and if not paid when due shall be treated as a special charge pursuant to Section 6.04 hereof.

ARTICLE IX
INSURANCE

Section 9.01 - Insurance by Association. The Association shall obtain and continue in effect policies of insurance providing coverage for the condominium property (as defined in §703.02(14) of the Act) against loss or damage by fire or other hazard and against liability claims. The amount of protection and the types of hazards to be covered shall be reviewed and determined at least annually by the Board of Directors. The insurance provided by the Association shall be without prejudice to the right of unit owners to insure their units for personal benefit provided, however, that no owner shall be entitled to exercise such right to maintain individual unit insurance in such a way as to decrease the amount which may be realized under any Association insurance policy.

Section 9.02 - Assessment of Premiums. Premiums for Association insurance policies shall be a common expense to be included in the annual assessment established pursuant to Section 6.08 of this Declaration.

Until such time as all of the condominium buildings have been completed, the property insurance premium shall be charged and collected as follows:

(1) When a building is completed, the owners of the units in such building, which may be the Declarant, shall pay the premium attributable to adding such building to the Association master policy for the remainder of the current policy period. In addition, such unit owners shall, for the remainder of the current policy period, increase their monthly payment of the annual assessment then in effect by an amount which, by the end of the current policy period, will be sufficient to pay such unit owners' proportionate share of the cost of property

insurance for the next succeeding year. Thereafter, the cost of property insurance shall be added to the monthly assessment of all completed units.

(2) Any such premium remaining unpaid after 30 days shall constitute a special assessment and may be perfected as a condominium lien as provided in Section 7.12 of this Declaration.

Section 9.03 - Coverage. The Association shall provide the following types of insurance coverage:

(1) Property Insurance. The Association shall be the named insured individually and as trustee for each of the unit owners and their mortgagees as their interests may appear in the percentages established by Section 4.02 of this Declaration. All condominium property shall be insured for not less than full replacement value. Such insurance shall provide protection against loss or damage by fire and other hazards covered by a standard special coverage (all risk) endorsement. To the extent possible, such 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 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 an opportunity to cure the defect within that time.

(2) Liability Insurance. Public liability insurance shall be provided covering all claims customarily insured against with respect to the common elements and facilities and the Association's management thereof.

(3) Workers Compensation. Workers compensation insurance shall be provided by the Association to the extent necessary to comply with applicable state law.

(4) Other Insurance. The Board of Directors may provide such other insurance as it determines is necessary or desirable.

Section 9.04 - Use of Proceeds. Insurance proceeds shall first be disbursed by the Association as trustee for the repair or restoration of the damaged common elements. The unit owners and their mortgagees shall not be entitled to receive payment of any portion of the insurance proceeds unless the Association has determined not to rebuild or a court has ordered partition of the condominium property or there is a surplus of insurance proceeds after the common elements have been completely repaired or restored.

Section 9.05 - Insurance by Unit Owners. Unit owners shall be responsible to provide policies of insurance covering the following items:

(1) The owner's unit and its contents, including the unit fixtures, equipment, decorating and furnishings therein and the owner's personal property stored elsewhere within the condominium.

(2) Public liability coverage to the extent not provided by the liability insurance carried by the Association for all of the unit owners pursuant to Section 10.03 hereof.

In order to prevent gaps in insurance coverage, unit insurance shall be carried through the same insurer that provides Association insurance.

Section 9.06 - Limitation on Liability. No unit owner or his mortgagee shall have any claim against any other unit owner, the Association, its officers or directors, the Declarant, the manager or managing agent of the condominium or their respective employees and agents for damage to the common elements, the units or to any personal property located in the units or common elements caused by fire or other casualty to the extent that such damage is covered by fire and other forms of casualty insurance.

ARTICLE X
RECONSTRUCTION

Section 10.01 - Determination. Partial damage or total destruction of any part of the common elements shall be repaired and rebuilt as soon as practicable and substantially to the same design, plan and specifications as originally built, except that if the cost of repair or reconstruction would exceed the amount of available insurance proceeds, the Association may, by written consent of at least seventy-five percent (75%) of the unit owners and their mortgagees and within ninety (90) days of the date of the damage or destruction, determine not to rebuild or repair. In such event, the property shall be subject to an action for partition pursuant to the Act.

Section 10.02 - Variances. 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.

Section 10.03 - Financing. The proceeds of any insurance provided by the Association and collected for such damage or destruction shall, as provided in Article X of this Declaration, be available to the Association for the purpose of repair or reconstruction. 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.

ARTICLE XI
ASSOCIATION OF UNIT OWNERS

Section 11.01 - Legal Entity. The affairs of this condominium shall be governed by an incorporated association of unit owners which is a legal entity for all purposes. The Association shall be known as the Brookfield Terrace Condominium Owners' Association, Inc. (herein the "Association").

Section 11.02 - Membership and Voting Rights. The record owner(s) of each unit, which may be the Declarant, shall automatically be members of the Association. Membership in the Association is appurtenant to and shall not be separated from ownership of the condominium unit. There shall be one vote for each unit at all meetings of the Association. The vote for each unit shall be exercised (and may be restricted) as set forth in the By-Laws, but in no event shall more than one vote be cast with respect to any unit. There can be no split vote. Unit owners may vote by proxy, but the proxy is effective only for a maximum period of 180 days following its issuance, unless granted to a mortgagee or lessee.

Section 11.03 - Powers of the Association. The Association may take any action authorized by the Act, this Declaration, the Association's By-Laws or any rules and regulations of the Association and shall have the authority and power to:

(1) adopt budgets for revenues, expenditures and reserves and to levy and collect assessments for common expenses from the unit owners;

(2) employ and dismiss employees and agents;

(3) sue on behalf of the unit owners;

(4) make contracts and incur liabilities;

(5) cause additional improvements to be made as a part of the common elements;

(6) grant easements through or over the common elements;

(7) grant or withhold approval of any action by a unit owner or other person which would change the exterior appearance of any condominium building;

(8) enforce the obligation of unit owners to maintain and repair limited common elements;

(9) obtain and pay for the services of any person or entity to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper operation of the condominium, whether such

personnel are furnished or employed directly by the Association or by any person or entity with whom or which it contracts;

(10) obtain and pay for legal and accounting services necessary or desirable in connection with the operation and administration of the condominium;

(11) acquire and hold for the use and benefit of all of the owners tangible and intangible personal property and dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be deemed to be a common element;

(12) establish reasonable rules and regulations governing the use of the units and the common elements, which rules and regulations shall be consistent with the rights and duties of unit owners as established in this Declaration, and establish policies and procedures for the enforcement thereof;

(13) contract for garbage and trash collection, snow and ice removal, lawn and landscaping care, common area maintenance and other common services;

(14) exercise any other power granted to the Association by the Act, this Declaration or the By-Laws.

Section 11.04. - Meetings of the Association. Meetings of the Association shall be governed by the following and such additional rules as may be set forth in the By-Laws:

(1) The Association shall maintain a roster of names and addresses of the current unit owners to whom the notice of meetings of the Association shall be sent.

(2) Each unit owner shall furnish the Association with his or her name and current mailing address and no unit owner may vote at a meeting of the Association until this information is furnished.

(3) No regular or special meeting of the Association may be held except on at least ten (10) days written notice delivered or mailed to each unit owner at the address shown on the roster or unless waivers are duly executed by unit owners.

Section 11.05 - Declarant Control. The Declarant, or persons designated by the Declarant, may appoint and remove the officers of the Association and exercise the powers and responsibilities otherwise assigned by the Act, this Declaration, the Articles of Incorporation or the By-Laws to the Association or to its officers for a period ending ten (10) years after the date that the first condominium unit is conveyed by the Declarant to any person other than the Declarant, or thirty (30) days after the conveyance of seventy-five percent (75%) of the common element interests to purchasers, whichever shall first occur, such percentage being subject to redetermination in the event

the condominium is expanded pursuant to Article XIII of this Declaration. This provision is subject to limitations respecting the election of Association directors as contained in the Act and set forth in the By-Laws.

Section 11.06 - Indemnity of Association. The Association and its officers and directors shall not be liable to the unit owners for any mistakes of judgment or any acts or omissions made in good faith as such directors or officers. The unit owners shall indemnify and hold harmless each of such directors and officers against all contractual liability to others arising out of contracts made by such directors and officers on behalf of the unit owners or the Association, unless any such contract shall have been made in bad faith or contrary to the provisions of this Declaration. Such directors and officers shall have no personal liability with respect to any contract made by them on behalf of the unit owners or the Association. The liability of any unit owner arising out of any contract made by such directors or officers or out of the aforesaid indemnity shall be limited to the percentage interest established by Section 4.02 of this Declaration. Each agreement made by such directors or officers or by the managing agent on behalf of the unit owners or the Association shall be executed by such directors or officers or the managing agent, as the case may be, as agents for the unit owners or for the Association.

ARTICLE XII
EASEMENTS AND ENCROACHMENTS

Section 12.01 - Utility Repair Easements. Easements are hereby declared and granted for utility repair purposes, including the right to install, lay, maintain, repair and replace water mains, laterals and pipes, sanitary sewer mains, laterals and pipes, gas mains, storm sewers, telephone wires and equipment, cable television lines, electrical conduits and wires and equipment over, under, along, through and on any part of the common elements. These easements shall run only to the Declarant and Association and not to any utility company unless specifically conveyed or granted to such utility company by the Declarant or the Association.

Section 12.02 - Easements to Run with the Land. All interests and rights described and set forth in this Declaration are easements appurtenant to and running with the land, perpetually in full force and effect and shall at all times inure to the benefit of and be binding upon the Declarant, the Declarant's successors and assigns, and upon any unit owner, purchaser, mortgagee or other person or entity having an interest in said land or any part or parcel thereof.

Section 12.03 - Encroachments. In the event that, by reason of the construction, settling or shifting of any building, any part of the 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 or upon another unit, valid easements for the maintenance of such encroachments and for the use of such adjoining space are hereby established and shall exist for the benefit of such unit owners and the common elements as the case

may be, so long as all or any part of the building containing such unit shall remain standing; 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 owners of the common elements if such encroachment occurred due to the willful conduct of such owner or owners. The provisions contained in this section relating to such easements shall apply only insofar as it may be necessary to carry out the terms and intent of the Declaration.

ARTICLE XIII
EXPANSION OF CONDOMINIUM

Section 13.01 - Right to Expand. Declarant expressly reserves for the Declarant and Declarant's successors and assigns the right to expand the condominium at any time within the period commencing on the date of the recording of this Declaration and expiring on the tenth anniversary of the date of the recording of this Declaration. Such expansion may take place in one or more phases to create not more than a total of 114 units under this Declaration.

Section 13.02 - Change in Fractional Interest of Unit Owners. In the event of expansion, the fractional or percentage interest in the common elements of the condominium appurtenant to each unit (whether initial or new) following the expansion shall be that fraction using the number "1" as the numerator and the total number of declared units as the denominator. Changes in percentage interests shall become effective upon recording the expansion amendment, and shall supersede for all purposes the percentage interest stated in Section 4.02 of this Declaration.

Section 13.03 - Procedures for Expansion. The right to expand the condominium may be exercised by recording amendments to this *Declaration and the condominium plat. Such amendments shall not* require the approval of unit owners and their mortgagees as otherwise required for amendments under Section 15.07 of this Declaration. The amendment to the Declaration shall set forth the new percentage interests of the unit owners, the number of votes appurtenant to each unit following the expansion of the condominium and such other provisions as may be appropriate to the expansion. The amendment to the condominium plat shall, with respect to the expansion property, buildings and units, include the detail and information required for an original condominium plat.

Section 13.04 - Restrictions and Conditions Applicable to Additional Units. The additional buildings and units authorized by this Article shall be constructed on the property described in Section 1.03 of this Declaration and in a manner which is comparable in style and nature to the buildings and units in the initial stage. The units constructed after the initial stage, and their owners and occupants, shall be subject to: (i) the restrictions, covenants and conditions of this Declaration, the Articles of Incorporation, (ii) the By-Laws and (iii) the rules and regulations from time to time adopted by the Association in accordance with the By-Laws.

Section 13.05 - Effect Upon Unit Owners and Mortgagees. Upon the recording of expansion amendments to the Declaration and the plat, each unit owner, by operation of law, has the percentage interest in the common elements, the liabilities for common expenses, the rights to common surpluses and shall have the number of votes set forth in the amendment to the Declaration. Following any expansion, the interest of any mortgagee shall, by operation of law, attach to the new percentage interest in the common elements appurtenant to the unit on which the mortgagee has a lien.

Section 13.06 - Consent of Unit Owners and Power of Attorney. Each owner of a unit and each assignee or successor with respect to such unit shall, by acceptance of a deed to any unit, be deemed to agree, approve and consent to any such expansion or series of expansions, or to any part thereof, and to such adjustment in the percentage of interest in the common elements, the liabilities for common expenses and the rights to common surplus which appertain to each unit and its owner; and shall be deemed to grant to Declarant, and the Declarant's successors and assigns, an irrevocable power of attorney, coupled with an interest to act for and in the stead of such unit owner with respect to such expansion(s) and the filing and recording of amendments to this Declaration with respect thereto in conformance with this Article.

Section 13.07 - Expansion Not Required. Nothing contained herein shall be construed so as to create any obligation on behalf of Declarant or Declarant's successors and assigns to undertake the construction of additional buildings and units or to proceed with respect to any expansion; nor shall anything contained herein be deemed to grant or create any rights in unit owners under this Declaration with respect to such expansion.

ARTICLE XIV
MUNICIPAL SERVICES

Section 14.01 - Sewer and Water Charges. Each unit owner is responsible for the timely payment of sanitary sewer and water user charges imposed upon the unit by the Sanitary District Number 4 of the Town of Brookfield. Common water charges are billed to the northeast unit in each building. the Association shall reimburse the owners of said units for the estimated water usage attributable to the common hose bibs.

Section 14.02 - Property Taxes. In accordance with the Act, each unit, together with its percentage interest in the common elements, is subject to property tax assessments and the collection of taxes in the same manner as any other parcel of real estate.

Section 14.03 - Special Charges - Waiver of Notice. In the event the Town provides services related to the condominium's private sanitary sewer, water distribution, roadway or storm water management systems, either because the Association requests such services, an emergency to health or safety exists or because the Association, after notice from the Town, fails or refuses to timely correct a health or safety problem, the Town may, in accordance with Sec. 66.60(16),

Stats., levy and collect special charges for such services. Such charges shall be levied equally to all units of the condominium. The Declarant, for the Declarant and the Declarant's successors and assigns, does hereby consent to the levying of such charges and does hereby waive notice of any hearing with respect to any such levy.

ARTICLE XV
MISCELLANEOUS PROVISIONS

Section 15.01 - Notice to Mortgage Lenders. Upon written request to the Association, the holder of any duly recorded mortgage or other interest in any unit shall be given a copy of any and all notices permitted or required by this Declaration to be given to the unit owner whose unit is subject to such mortgage or interest.

Section 15.02 - Covenants to Run with Land. Each grantee (purchaser of a unit) of the Declarant, and each subsequent purchaser, by the acceptance of a deed or contract of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and to the jurisdiction, rights, benefits and privileges of every character hereby granted, created, reserved or declared; and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in said land or any unit thereon, and shall inure to the benefit of such unit owner in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance or instrument of title.

Section 15.03 - Non-Waiver of Covenants. No covenant, restriction, condition, obligation or provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur or any time lapse.

Section 15.04 - Waiver of Damages. Neither the Declarant nor his agents, representatives or employees shall be liable for any claim whatsoever arising out of or by reason of any actions performed pursuant to any authority reserved, granted or delegated to the Declarant pursuant to this Declaration, or the Declarant's capacity as developer, owner, manager or seller of the condominium, whether such claim (i) is asserted by the unit owner, unit occupant, unit mortgagee, the Association or by any person or entity claiming through any of them; or (ii) is made on account of injury to person or damage to or loss of property, wherever located and however caused.

Section 15.05 - Amendment of Declaration. This Declaration may be amended with the written consent of at least two-thirds (2/3) of the unit owners, provided, however, that no provision of this Declaration may be changed, modified or rescinded so as to conflict with the provisions of the Act. A unit owner's written consent is not effective unless it is approved by the mortgagee of the unit, if any. Amendments become effective when recorded in the office of the Register of Deeds of Waukesha County, Wisconsin.

Section 15.06 - Severability. The invalidity of any covenant, restriction, condition, limitation or any other provision of this Declaration or any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration.

Section 15.07 - Service of Process. At the time of the adoption of this Declaration, the registered agent for service of process shall be John Becker, 5334 Highway 175, Hartford, Wisconsin 53027. Change of agent for service of process may be accomplished by resolution of the Board of Directors of the Association which change of registered agent shall be filed with the Secretary of State and the Clerk of the municipality in which the condominium is located.

IN WITNESS WHEREOF, the said Declarant, has executed this Declaration on the 6th day of December, 1995.

BB's CONSTRUCTION CO. OF WEST BEND, LTD.

By: John Becker
John Becker

By: Deborah Becker
Deborah Becker

STATE OF WISCONSIN)
: SS.
WASHINGTON COUNTY)

Personally came before me this 6th day of December, 1995, the above named John Becker and Deborah Becker, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Claudette Moll

Notary Public, Washington Co., Wis.
My Commission exp. 2-1-98

This instrument was drafted by Atty. Joan R. Beck
of
SCHLOEMER, ALDERSON, SPELLA & MUEHLBAUER, S.C.
Corner of Sixth & Hickory
West Bend, WI 53095

AMENDMENTS TO THE DECLARATIONS
AND
FLOOR PLANS

EXHIBIT A

Being a part of Parcel 4 of Certified Survey Map No. 7414, Document No. 1977328, located in the NW 1/4 of Section 32, T7N, R20E, Town of Brookfield, Waukesha County, Wisconsin, more fully described as follows:

Beginning at the SW corner of said Parcel 4; thence N 01° 37' 38" W, along the easterly right-of-way line of Barker Road, 374.22 feet to a point; thence S 76° 59' 36" E, 323.45 feet to a point; S 13° 00' 24" W, 164.00 feet to a point of curvature; thence 69.90 feet along the arc of a curve to the left, with a radius of 40.00 feet; whose chord bears S 37° 03' 12.5" E, 61.34 feet to a point; thence S 01° 34' 30" E, 84.12 feet to a point being on the northerly line of Ravenswood Hills Subdivision; thence S 88° 25' 30" W, along said northerly line, 307.00 feet to the place of beginning. Said lands containing a total area of 98,795 square feet (5.029 acres).

EXHIBIT B

Being all of Parcel 4 of Certified Survey Map No. 7414, Document No. 1977328, located in the NW 1/4 of Section 32, T7N, R20E, Town of Brookfield, Waukesha County, Wisconsin, excepting therefrom the following described lands.

Beginning at the SW corner of said Parcel 4; thence N 01° 37' 38" W, along the easterly right-of-way line of Barker Road, 374.22 feet to a point; thence S 76° 59' 36" E, 323.45 feet to a point; thence S 13° 00' 24" W, 164.00 feet to a point of curvature; thence 69.90 feet, along the arc of a curve to the left, with a radius of 40.00 feet; whose chord bears S 37° 03' 12.5" E, 61.34 feet to a point; thence S 01° 34' 30" E, 84.12 feet to a point being on the northerly line of Ravenswood Hills Subdivision; thence S 88° 25' 30" W, along said northerly line, 307.00 feet to the place of beginning. Said lands containing a total area of 1,010,698 square feet (23.202 acres).

EXHIBIT C

Unit Identification Number	Street Address
1-1	415 Kristin Court West
1-2	395 Kristin Court West
1-3	385 Kristin Court West
1-4	375 Kristin Court West
1-5	370 Dustin Drive
1-6	380 Dustin Drive
1-7	390 Dustin Drive
1-8	410 Dustin Drive

2086028

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

95 DEC -7 PM 12: 35
REEL 2151 IMAGE 0558

REGISTER OF DEEDS

SURVEYOR'S CERTIFICATE:

I, James G. Reichhoff, do hereby certify that the Condominium Plat of Brookfield Terrace, A Condominium, consisting of two sheets, is a correct representation of the condominium herein described and the identification and location of each unit and the common elements can be determined from the plat. I further certify that I have surveyed the above described property and that the above map is a true representation thereof and shows the size and location of the property, its exterior boundaries, and the location of all visible structures.

Dated this 4TH day of December 1995

James G. Reichhoff, R.L.S. 2262

WISCONSIN
JAMES G. REICHHOFF
S-2262
SULLIVAN, WI
LAND SURVEYOR

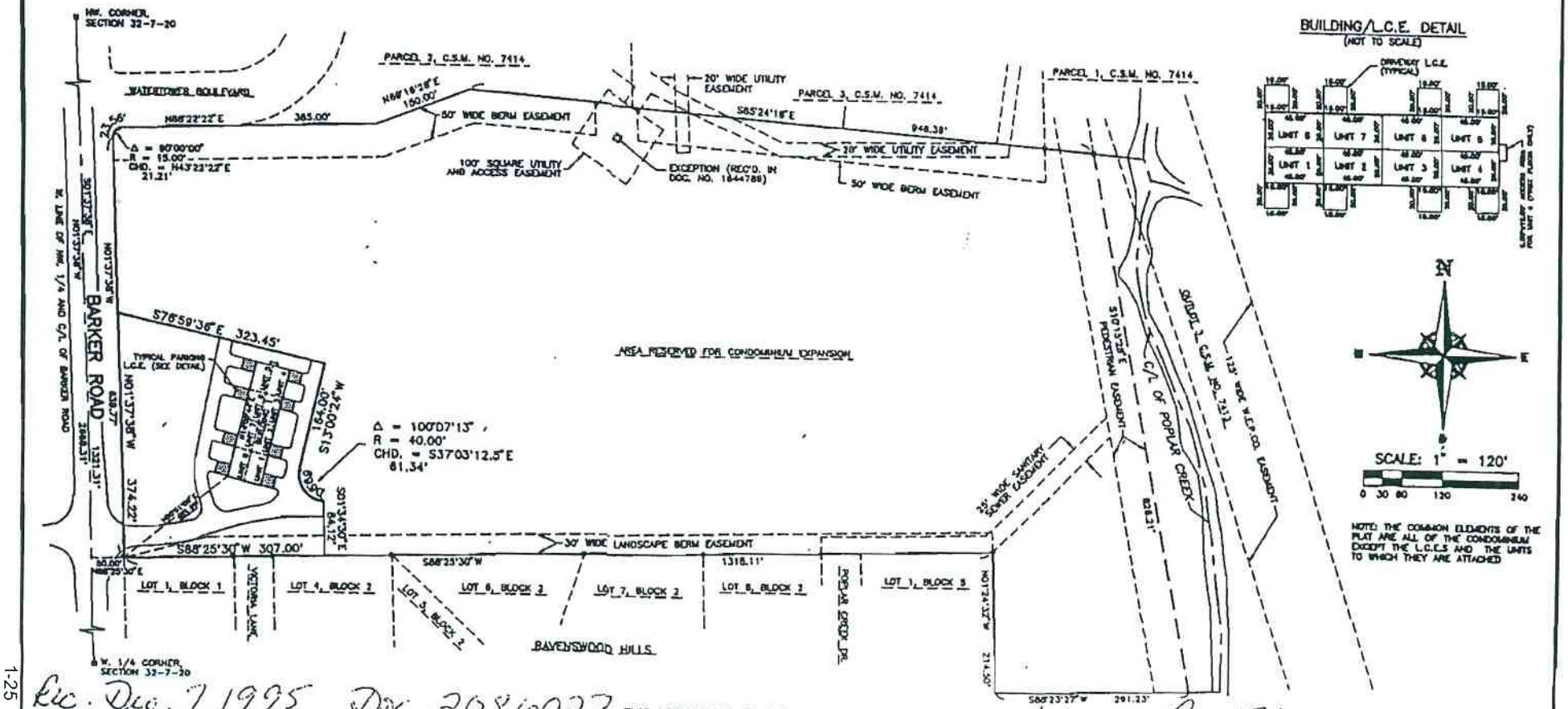
CONDOMINIUM PLAT OF
BROOKFIELD TERRACE, A CONDOMINIUM

BEING A PART OF PARCEL 4 OF CERTIFIED SURVEY MAP NO. 7414, LOCATED IN THE NW. 1/4 OF SECTION 32, T.7N., R.20E., TOWN OF BROOKFIELD, WAUKESHA COUNTY, WI

SURVEY BY
JAMES G. REICHHOFF, R.L.S. 2262
WELCH, HANSON AND ASSOC., INC.
W218 E. WISCONSIN AVE.
NASHOTAH, WI 53058
(414) 367-4225

DECLARANT
BG's CONSTRUCTION CO. OF WEST BEND, LTD.
5334 HWY. 175
HARTFORD, WI 53027

LEGEND
● - 1" DIA. IRON PIPE FOUND
■ - CONCRETE MONUMENT W/ BRASS CAP



BUILDING/L.C.E. DETAIL
(NOT TO SCALE)

NOTE: THE COMMON ELEMENTS OF THE PLAT ARE ALL OF THE CONDOMINIUM EXCEPT THE L.C.E.'S AND THE UNITS TO WHICH THEY ARE ATTACHED

THIS INSTRUMENT DRAFTED BY JAMES G. REICHHOFF

SHEET 1 OF 2

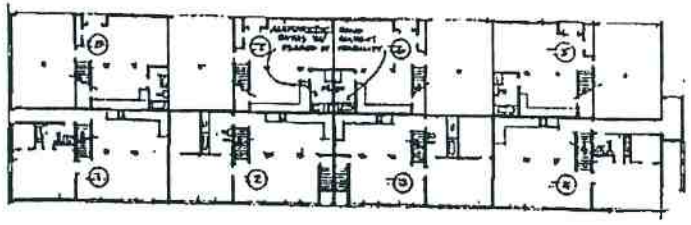
1-25

Rec. Dec. 7, 1995 Doc. 2086027 Vol 3 Pg 171
Waukesha County Register of Deeds

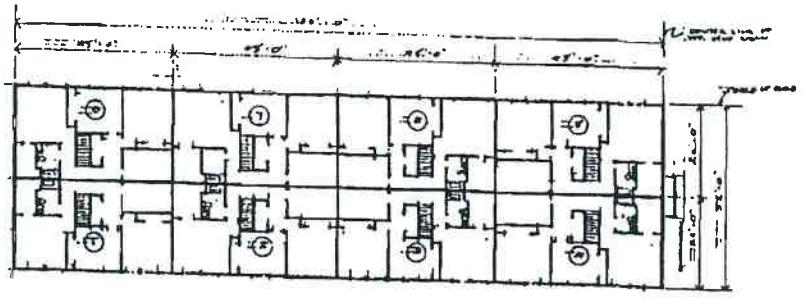
CONDOMINIUM PLAT OF

BROOKFIELD TERRACE, A CONDOMINIUM

BEING A PART OF PARCEL 4 OF CERTIFIED SURVEY MAP NO. 7414,
LOCATED IN THE NW. 1/4 OF SECTION 32, T.7N., R.20E.,
TOWN OF BROOKFIELD, WAUKESHA COUNTY, WI



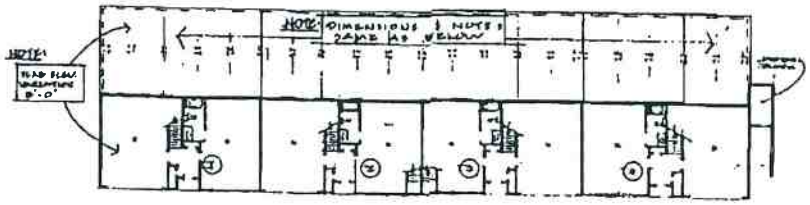
FIRST FLOOR PLAN
(NOT TO SCALE)



SECOND FLOOR PLAN
(NOT TO SCALE)

WISCONSIN
JAMES G. REICHHOFF
S-2262
SULLIVAN, WI
LAND SURVEYOR

Jas G. Reichhoff
December 4, 1995



GROUND FLOOR PLAN
(NOT TO SCALE)

(2) - DENOTES UNIT NUMBER

Doc. 208207

THIS INSTRUMENT DRAFTED BY JAMES G. REICHHOFF

Vol 3 Pg 172

SHEET 2 OF 2

1-26

2103580

Return to: Atty. Joan R. Beck
P. O. Box 176
West Bend, WI 53095

REEL 2187 IMAGE 0590

DECLARATION OF EXPANSION AND AMENDMENT NO. 1 to DECLARATION of Brookfield Terrace, A Condominium Dustin Drive and Kristin Court West Brookfield, Wisconsin

This Declaration of Expansion and Amendment No. 1 to the Declaration of Brookfield Terrace, A Condominium (the "Declaration") is made by BB's Construction of West Bend, Ltd. (the "Declarant") and is made pursuant to Article XIV of the Declaration and the Condominium Ownership Act of the State of Wisconsin, being Chapter 703 of the Wisconsin Statutes (the "Act").

RECITALS

A. This Declaration of Expansion and Amendment No. 1 amends the Declaration as recorded on December 7, 1995 in Reel 2151 of Records in the Waukesha County Registry beginning at Image 558 as Document No. 2086028.

B. Article XIII of the Declaration reserves to the Declarant the right to expand the condominium at any time for a period commencing on the date of the recording of the Declaration and expiring on the tenth anniversary of such recording.

C. The Declarant desires to expand the condominium to include a total of sixteen (16) units.

D. As provided in Section 13.03 of the Declaration, the execution and recording of this amendment does not require the approval of the unit owners as otherwise required for an amendment to the Declaration under Section 15.05 of the Declaration.

E. The Declarant has, contemporaneously with the recording of this Declaration of Expansion and Amendment No. 1, pursuant to Section 1.05 of the Declaration, filed for record in the office of the Register of Deeds for Waukesha County a condominium plat amendment entitled "Condominium Plat of Amendment No. 1 to Brookfield Terrace, A Condominium" consisting of one sheet certified on February 20, 1996 by James G. Reichhoff, R.L.S.

AMENDMENTS

NOW, THEREFORE, in accordance with the Act, the Declaration and the foregoing recitals, the Declarant does hereby amend the Declaration as follows:

1. Section 1.03 of the Declaration is repealed and recreated as follows:

Section 1.03 - Description of Land. The land which is the subject of this Declaration is described on Exhibits A and A-1 Attached hereto. The land on which the condominium may be expanded is described on Exhibit B attached hereto.

2. Section 2.02 of the Declaration is amended by adding the following building and addresses:

Building	Address
2	335-365 Kristin Court West 330-360 Dustin Drive

3. Section 3.01 of the Declaration is repealed and recreated as follows:

Section 3.01 - Number of Units. The condominium when completed will have a total of 16 units. Additional units may be added by the Declarant in accordance with Article XIII of this Declaration.

4. Section 3.05 of the Declaration is repealed and recreated as follows:

Section 3.05 - Unit Identification System. Each unit has a unit identification number and street address as set forth in Exhibits C and C-1 to this Declaration. The unit identification numbers shall be used and shall be legally sufficient for all conveyance purposes. When a conveyance affecting a unit occurs prior to the construction of a unit, the unit identification number shall be used and shall be legally sufficient to convey to the grantee the right to construct that unit in accordance with this Declaration.

5. Section 4.02 of the Declaration is repealed and recreated as follows:

Section 4.02 - Percentage Interest. Each unit owner shall have an undivided 1/16 equal interest in the common elements of the condominium as a tenant in common with the unit owners of the condominium, such interest being subject to change upon expansion of the condominium as provided for in Article XIII of this Declaration.

IN WITNESS WHEREOF, the said Declarant has executed this Declaration of Expansion and Amendment No. 1 on the 22 day of February, 1996.

BB's Construction of West Bend, Ltd.

John Becker

Deborah Becker

Subscribed and sworn to before me
this 22 day of February, 1996

JOAN R. BECK NOTARY PUBLIC STATE OF WISCONSIN

Notary Public, Washington Co, Wis.
My Commission is permanent

CONSENT OF MORTGAGE HOLDER

Tri City National Bank, Brookfield, Wisconsin, holder of the following mortgage from John Becker and Deborah Becker dated February 2, 1996 and Recorded in the Waukesha County Registry on February 15, 1996 as Document No. 2101214, hereby consents to the execution and recording of the Declaration creating Declaration of Expansion and Amendment No. 1 to Brookfield Terrace, A Condominium and hereby submits its mortgage described above to the foregoing Amendment.

IN WITNESS WHEREOF, the said Tri City National Bank has caused this instrument to be signed by its duly authorized officers on its behalf.

Dated and executed at Brookfield, Wisconsin this 23 day of February, 1996.

TRI CITY NATIONAL BANK

BY: _____

BY: _____

STATE OF WISCONSIN)
: SS.
WAUKESHA COUNTY)

Personally came before me this 23 day of February 1996, the above named William L. Strese and Nancy F. Brachmann Senior V.P. (office) and Vice Pres. (office), respectively of the above corporation, to me known to be such persons and officers who executed the same as such officers as the deed of said corporation, by its authority.

_____
Notary Public, Waukesha Co., Wis.
My Commission October 31, 1999

EXHIBIT A

Being a part of Parcel 4 of Certified Survey Map No. 7414, Document No. 1977328, located in the NW 1/4 of Section 32, T7N, R20E, Town of Brookfield, Waukesha County, Wisconsin, more fully described as follows:

Beginning at the SW corner of said Parcel 4; thence N 01° 37' 38" W, along the easterly right-of-way line of Barker Road, 374.22 feet to a point; thence S 76° 59' 36" E, 323.45 feet to a point; S 13° 00' 24" W, 164.00 feet to a point of curvature; thence 69.90 feet along the arc of a curve to the left, with a radius of 40.00 feet; whose chord bears S 37° 03' 12.5" E, 61.34 feet to a point; thence S 01° 34' 30" E, 84.12 feet to a point being on the northerly line of Ravenswood Hills Subdivision; thence S 88° 25' 30" W, along said northerly line, 307.00 feet to the place of beginning. Said lands containing a total area of 98,795 square feet (5.029 acres).

EXHIBIT A-1

SUGGESTED LEGAL DESCRIPTION OF AMENDMENT NO. 1 TO BROOKFIELD TERRACE:

Being a part of Parcel 4 of Certified Survey Map No. 7414, Document No. 1977328, located in the NW 1/4 of Section 32, T7N, R20E, Town of Brookfield, Waukesha County, Wisconsin, more fully described as follows:

Commencing at the NW corner of said Section 32; thence S.01°-37'-38"E., along the West line of said NW 1/4 and centerline of Barker Road, 947.13 feet to a point; thence N.88°-22'-22"E., 50.01 feet to a point being on the easterly right-of-way line of Barker Road, said point also being the NW corner of Brookfield Terrace Condominium and the point of beginning of the hereinafter described lands; thence N.01°-37'-38"W., along the easterly right-of-way line of Barker Road, 265.55 feet to a point of curvature; thence continuing along said easterly right-of-way line, 23.56 feet, along the arc of a curve to the right, with a radius of 15.00 feet; whose chord bears N.43°-22'-22"E., 21.21 feet to a point of tangency, said point being on the southerly right-of-way line of Watertower Blvd.; thence N.88°-22'-22"E., along said southerly right-of-way line and the southerly line of Parcel 2 of Certified Survey Map No. 7414, 355.00 feet to a point; thence S.01°-37'-38"E., 101.08 feet to a point; thence S.44°-52'-59"E., 80.76 feet to a point of curvature; thence 31.68 feet, along the arc of a curve to the left, with a radius of 120.00 feet; whose chord bears S.37°-33'-17.5"W., 31.58 feet to a point of tangency; thence S.29°-59'-34"W., 126.89 feet to a point of curvature; thence 50.40 feet, along the arc of curve to the left, with a radius of 170.00 feet; whose chord bears S.21°-29'-59"W., 50.21 feet to a point of tangency; thence S.13°-00'-24"W., 24.45 feet to the NE corner of Brookfield Terrace Condominium; thence N.76°-59'-36"W., along the northerly line of Brookfield Terrace Condominium, 323.45 feet to the NW corner of Brookfield Terrace Condominium and the place of beginning. Said lands containing a total area of 120,918 square feet (2.775 acres).

EXHIBIT B

Being all of Parcel 4 of Certified Survey Map No. 7414, Document No. 1977328, located in the NW 1/4 of Section 32, T7N, R20E, Town of Brookfield, Waukesha County, Wisconsin, excepting therefrom the *following described lands.*

Beginning at the SW corner of said Parcel 4; thence N 01° 37' 38" W, along the easterly right-of-way line of Barker Road, 374.22 feet to a point; thence S 76° 59' 36" E, 323.45 feet to a point; thence S 13° 00' 24" W, 164.00 feet to a point of curvature; thence 69.90 feet, along the arc of a curve to the left, with a radius of 40.00 feet; whose chord bears S 37° 03' 12.5" E, 61.34 feet to a point; thence S 01° 34' 30" E, 84.12 feet to a point being on the northerly line of Ravenswood Hills Subdivision; thence S 88° 25' 30" W, along said northerly line, 307.00 feet to the place of beginning. Said lands containing a total area of 1,010,698 square feet (23.202 acres).

EXHIBIT C

Unit Identification Number	Street Address
1-1	415 Kristin Court West
1-2	395 Kristin Court West
1-3	385 Kristin Court West
1-4	375 Kristin Court West
1-5	370 Dustin Drive
1-6	380 Dustin Drive
1-7	390 Dustin Drive
1-8	410 Dustin Drive

2086028

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

95 DEC -7 PM 12: 35

REEL 2151 IMAGE 0558

REGISTER OF DEEDS

2103580

REGISTRY OFFICE
WAUKESHA COUNTY, WI.
96 FEB 27 PM 1:54
Reel 2187 Image 055
REGISTER OF DEEDS

EXHIBIT C-1

Unit Identification Number	Street Address
2-1	365 Kristin Court West
2-2	355 Kristin Court West
2-3	345 Kristin Court West
2-4	335 Kristin Court West
2-5	330 Dustin Drive
2-6	340 Dustin Drive
2-7	350 Dustin Drive
2-8	360 Dustin Drive

2-21-14

26103579

CONDOMINIUM PLAT OF

AMENDMENT NO. 1 TO BROOKFIELD TERRACE, A CONDOMINIUM

BEING A PART OF PARCEL 4 OF CERTIFIED SURVEY MAP NO. 7414,
LOCATED IN THE NW. 1/4 OF SECTION 32, T.7N., R.20E.,
TOWN OF BROOKFIELD, WAUKESHA COUNTY, WI.

SURVEYOR'S CERTIFICATE:

I, James G. Rochhoff, do hereby certify that the Condominium Plat of Amendment No. 1 to Brookfield Terrace, A Condominium, consisting of one sheet, is a correct representation of the condominium to be described and the identification and location of each unit and the common elements can be determined from this plat. I further certify that I have surveyed the above described property and that the above map is a true representation thereof and shows the size and location of the property, the exterior boundaries, and the location of all visible structures.

Dated this 20th day of February, 2014

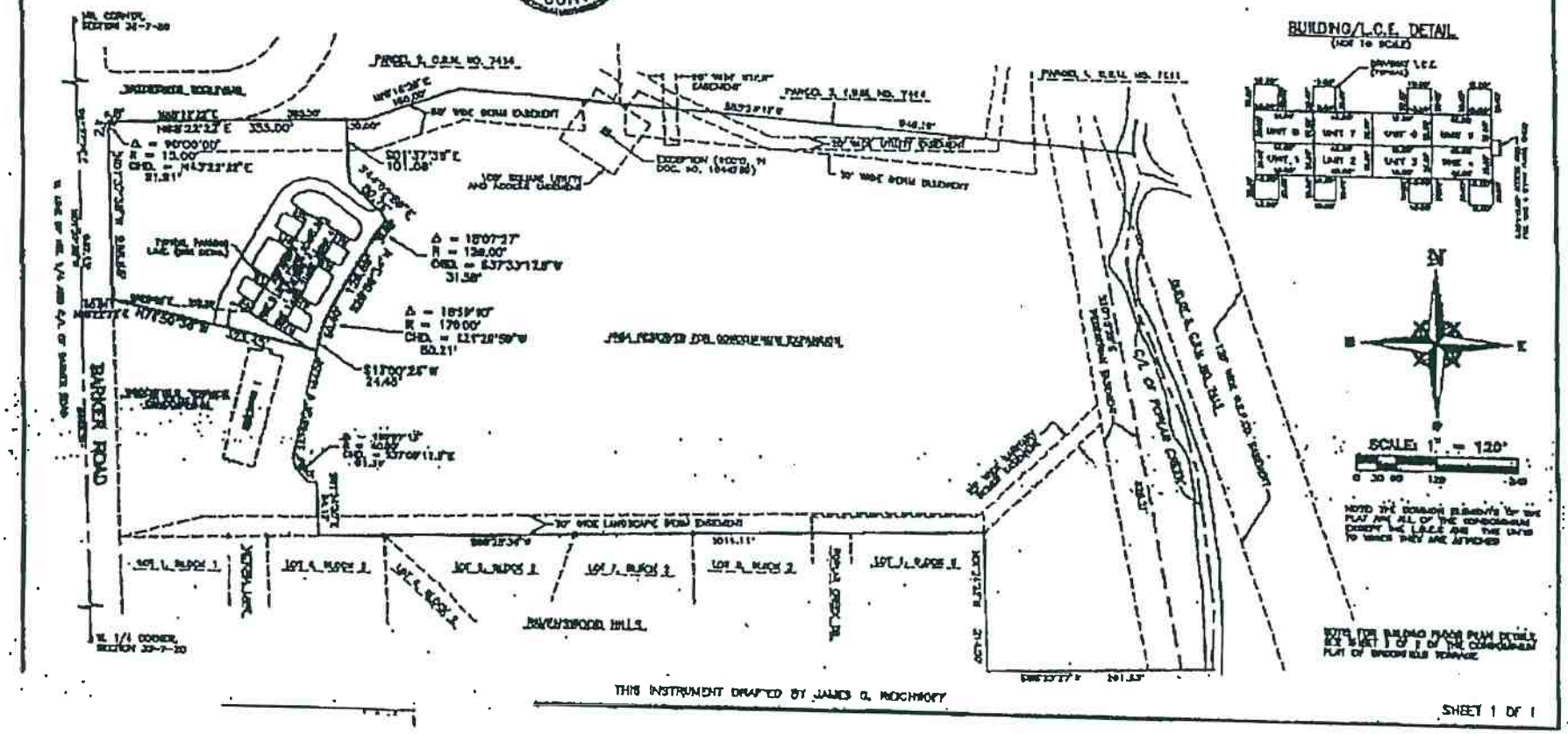
James G. Rochhoff, R.L.S. S-2863

WISCONSIN JAMES G. ROCHHOFF S-2863 BURLINGTON, WI LAND SURVEYOR

SURVEY BY:
JAMES G. ROCHHOFF, R.L.S. #2863
MEUER, HANSON AND ASSOC., INC.
N216 E. WISCONSIN AVE.
BURLINGTON, WI 53105
(262) 767-1255

DECLARANT:
M/I CONSTRUCTION CO. OF WEST BEND, LTD.
5334 HWY. 175
HARTFORD, WI 53027

LOCATED:
○ = 1" DIA. IRON PIPE FOUND
⊙ = CONCRETE MONUMENT W/ BRASS CAP



THIS INSTRUMENT DRAFTED BY JAMES G. ROCHHOFF

SHEET 1 OF 1

1-35

2129653

Document No.

96 JUN -3 PM 1:02
REEL2244IMAGE0989

Prepared by &
Return to: Atty. Joan R. Beck
Schloemer, Alderson, Spella & Muehlbauer, S.C.
P. O. Box 176
West Bend, WI 53095

2129653

DECLARATION OF EXPANSION
AND
AMENDMENT NO. 2 to DECLARATION of
Brookfield Terrace, A Condominium
Terrace Drive, Kristin Court East and Kristin Court West
Brookfield, Wisconsin

This Declaration of Expansion and Amendment No. 2 to the Declaration of Brookfield Terrace, A Condominium (the "Declaration") is made by BB's Construction Co. of West Bend, Ltd. (the "Declarant") and is made pursuant to Article XIV of the Declaration and the Condominium Ownership Act of the State of Wisconsin, being Chapter 703 of the Wisconsin Statutes (the "Act").

RECITALS

A. This Declaration of Expansion and Amendment No. 2 amends the Declaration as recorded on December 7, 1995 in Reel 2151 of Records in the Waukesha County Registry beginning at Image 558 as Document No. 2086028, as amended by Declaration of Expansion and Amendment No. 1 as recorded on February 27, 1996 in Reel 2187 of Records in the Waukesha County Registry beginning at Image 0590 as Document No. 2103580.

B. Article XIII of the Declaration reserves to the Declarant the right to expand the condominium at any time for a period commencing on the date of the recording of the Declaration and expiring on the tenth anniversary of such recording.

C. The Declarant desires to expand the condominium to include a total of twenty-eight (28) units.

D. As provided in Section 13.03 of the Declaration, the execution and recording of this amendment does not require the approval of the unit owners as otherwise required for an amendment to the Declaration under Section 15.05 of the Declaration.

E. The Declarant has, contemporaneously with the recording of this Declaration of Expansion and Amendment No. 2, pursuant to Section 1.05 of the Declaration, filed for record in the office of the Register of Deeds for Waukesha County a condominium plat amendment

entitled "Condominium Plat of Amendment No. 2 to Brookfield Terrace, A Condominium" consisting of one sheet certified on May 22, 1996 by James G. Reichhoff, R.L.S.

AMENDMENTS

NOW, THEREFORE, in accordance with the Act, the Declaration and the foregoing recitals, the Declarant does hereby amend the Declaration as follows:

1. Section 1.03 of the Declaration is repealed and recreated as follows:

Section 1.03 - Description of Land. The land which is the subject of this Declaration is described on Exhibits A, A-1 and A-2 attached hereto. The land on which the condominium may be expanded is described on Exhibit B attached hereto.

2. Section 2.02 of the Declaration is amended by adding the following building and addresses:

Building	Address
5	350-370 Kristin Court West 357-377 Kristin Court East
6	384-388 Kristin Court East 20290-20310 Terrace Drive

3. Section 3.01 of the Declaration is repealed and recreated as follows:

Section 3.01 - Number of Units. The condominium when completed will have a total of 28 units. Additional units may be added by the Declarant in accordance with Article XIII of this Declaration.

4. Section 3.05 of the Declaration is repealed and recreated as follows:

Section 3.05 - Unit Identification System. Each unit has a unit identification number and street address as set forth in Exhibits C, C-1 and C-2 to this Declaration. The unit identification numbers shall be used and shall be legally sufficient for all conveyance purposes. When a conveyance affecting a unit occurs prior to the construction of a unit, the unit identification number shall be used and shall be legally sufficient to convey to the grantee the right to construct that unit in accordance with this Declaration.

5. Section 4.02 of the Declaration is repealed and recreated as follows:

Section 4.02 - Percentage Interest. Each unit owner shall have an undivided 1/28 equal interest in the common elements of the condominium as a tenant in common with the unit owners of the condominium, such interest being subject to change upon expansion of the condominium as provided for in Article XIII of this Declaration.

IN WITNESS WHEREOF, the said Declarant has executed this Declaration of Expansion and Amendment No. 2 on the 28th day of May, 1996.

BB's Construction Co. of West Bend, Ltd.

John Becker

John Becker

Deborah Becker

Deborah Becker

Subscribed and sworn to before me
this 28 day of May, 1996

Notary Public, Washington Co, Wis.
My Commission 11-30-97