DISCLOSURE MATERIALS
GREENBRIAR HOMES, A CONDOMINIUM
WEST BEND, WISCONSIN

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

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

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

INDEX

The disclosure materials which the Seller is required by law to provide to each prospective condominium unit purchaser contain the following documents and exhibits:

1. Restated Declaration. The Restated Declaration establishes and describes the condominium, the units and the common elements. The Restated Declaration begins at page 1-1 of these disclosure materials.

2. Articles of Incorporation. The operation of this condominium is governed by the Association, of which each unit owner is a member. Powers, duties, and operation of the Association are specified in its Articles of Incorporation. The Articles of Incorporation begin at page 2-1 of these disclosure materials.

3. By-Laws. The By-Laws contain rules which govern the Association and affect the rights and responsibilities of unit owners. The By-Laws begin at page 3-1 of these disclosure materials.

4. Management or employment contracts. Certain services may be provided to the condominium through contracts with individuals or private firms. Discussion of these items begins at page 4-1 of these disclosure materials.

5. Rules and regulations. The Condominium Association is empowered to establish reasonable rules and regulations governing the use of the units and the common elements. The initial rules and regulations are set forth beginning at page 5-1 of these disclosure materials.

6. Plat and Amendments. The plat and amendments are shown beginning at page 6-1 of these disclosure materials.

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RESTATED DECLARATION
GREENBRIAR HOMES, A CONDOMINIUM
WEST BEND, WISCONSIN

PREAMBLE

This Restated Declaration is made as a comprehensive amendment to the original Declaration as recorded on October 28, 1977 in Volume 660 of Records beginning at Page 1 as Document No. 395448; which original Declaration was amended by the Declarant in an instrument dated and acknowledged on February 1, 1978 and recorded on February 2, 1978 in Volume 668 of Records beginning at Page 313 as Document No. 399152; was further amended by the Declarant in an instrument dated March 26, 1981 and recorded March 26, 1981 in Volume 749 of Records beginning at Page 342 as Document No. 435320; was further amended in an instrument dated May 28, 1986 and recorded on October 6, 1986 in Volume 912 of Records beginning at Page 65 as Document No. 499596; was further amended in an instrument dated March 12, 1987 and recorded on March 23, 1987 in Volume 934 of Records beginning at Page 174 as Document No. 508165; was further amended in an instrument dated June 4, 1987 and recorded on December 31, 1987 in Volume 970 of Records beginning at Page 587 as Document No. 522264; was further amended in an instrument dated July 27, 1988 and filed for record on August 15, 1988 in Volume 996 of Records beginning at Page 623 as Document No. 532093; was further amended in an instrument dated January 9, 1989 and filed for record on January 9, 1989 in Volume 1014 of Records beginning at Page 218 as Document No. 538523; and was further amended in an instrument dated December 27, 1991 and filed for record on December 30, 1991 in Volume 1162 of Records beginning at Page 214 as Document No. 591183. This comprehensive amendment is made pursuant to the authority of §§703.09(2) and 703.38 of the Condominium Ownership Act of the State of Wisconsin (the "Act") and pursuant to Section 17.12 of the original Declaration.

The purpose of this Restated Declaration is to bring the Declaration into conformity with the Act, to delete provisions which are no longer necessary or desirable, to amend other provisions as determined by the unit owners, and to combine the original Declaration and all subsequent amendments, including those made as a part of this Restated Declaration, into one integrated document which will replace and supersede the predecessor documents.

This Restated Declaration does not affect the legal description or the building and unit identification system of the condominium. Its name is amended by adding the words "A Condominium" in accordance with the Act. Unit location designation corrections are made and incorporated in Schedule 1 of this Restated Declaration. This Restated Declaration does not reduce the percentage of ownership interest in the common elements assigned to each unit.

ARTICLE I
GENERAL PROVISIONS

Section 1.01 - Intent. 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, the provisions of this Restated Declaration, and the Articles of Incorporation and By-Laws of the Greenbriar Home Owners Association of West Bend, Inc.

Section 1.02 - Definitions. For all purposes related to this Restated Declaration, the following definitions shall apply:

A. "Act" shall mean the Condominium Ownership Act of the State of Wisconsin, now in effect and as hereafter amended.

B. "Articles" shall mean the Articles of Incorporation of Greenbriar Home Owners Association of West Bend, Inc.

C. "Association" shall mean Greenbriar Home Owners Association of West Bend, Inc.

D. "By-Laws" shall mean the By-Laws of the Association.

E. "Declaration" means the Restated Declaration.

F. "Duplex Buildings" shall mean the buildings containing two units and designated by the prefix "D".

G. "Multi-Family Buildings" shall mean the buildings containing four units each and designated by the prefix "M".

H. "Rules and Regulations" shall mean the Rules and Regulations adopted by the Association or its Board of Directors.

I. "Single-Family Buildings" shall mean the buildings containing one unit designated by the prefix "S".

J. Any words or phrases not specifically defined herein shall have the meaning set forth in the Act.

Section 1.03 - Name. The name by which this condominium is to be known shall be "Greenbriar Homes, A Condominium" (herein the "Condominium").

Section 1.04 - Description of Land. The land which is the subject of this Declaration is described as follows:

Parcel One of Certified Survey Map No. 1687 as recorded in

Volume 8 of Certified Survey Maps at Page 372, as Document No. 390497 and being that part of the SE ¼ of the NE ¼ of Section 15, Town 11 North, Range 19 East, City of West Bend, Washington County, Wisconsin.

Section 1.05 - Condominium Plat. References herein to the "original plat", "condominium plat" or "plat" shall be to the drawings identified as Exhibits A, B, C, and D, which exhibits are copies of the plat and plat amendments which have been recorded as of March 16, 1993.

Section 1.06 - Condominium Plat Amendments. The Association reserves the right to amend the condominium plat for the purpose of recording the actual location of any unit or any building or other common element improvement which may deviate from the planned location shown on the original plat. As to unbuilt units, the Association shall approve a plat amendment prior to its recording.

ARTICLE II
CONDOMINIUM BUILDINGS

Section 2.01 - Location of Buildings. The buildings of the Condominium are or will be located as depicted on the plat.

Section 2.02 - Building Identification System. Each building is identified by a building type prefix and a building number, as well as by a post office address. Multi-Family Buildings are designated by the prefix "M" and are numbered 1 through 14, each containing four units. Duplex Buildings are identified by the prefix "D", are numbered 5 through 8 and 10 through 24. Single-Family Buildings bear the prefix "S" and are numbered 3, 4, 15 and 16. The building designation and street address of each building is set forth in Schedule 1 attached hereto.

Section 2.03 - Garage Buildings. Garage buildings are identified by a garage building number. Each garage building is of wood frame construction with an asphalt shingle roof. Some garage buildings contain eight stalls and some garage buildings contain four stalls. The garage buildings contain parking stalls for the exclusive use and benefit of the occupants of the units in the Multi-Family Buildings to which they appertain. The garage stalls are identified by the garage building number, the stall number, and the unit identification number of the unit to which the stall appertains, all as set forth on Schedule 2 attached.

ARTICLE III
CONDOMINIUM UNITS

Section 3.01 - Number of Units. The Condominium when completed will have a total of 98 units.

Section 3.02 - Unit Identification and Location Designations. Units in Multi-Family Buildings and Duplex Buildings are designated by a

letter suffix following the building number. Units in Multi-Family Buildings are designated "A", "B", "C" or "D". Units in Duplex Buildings are designated "A" or "B". The unit identification and location designations are set out in Schedule 1 attached hereto. References to orientation (left, right, center, etc.) are viewed from the adjacent street. The number "2988" precedes each unit identification number. Units in Multi-Family Buildings and Duplex Buildings have a unit identification number consisting of the building type prefix, the building number and the unit location suffix (i.e., M-14-C, D-8-B). Units in Single-Family Buildings have a unit identification number consisting of the building type prefix and the building number (i.e., S-3, S-15). Unit identification numbers shall be used and shall be legally sufficient for all conveyance purposes.

Section 3.03 - Unit Definitions. A unit in the Condominium is that portion of a building intended for private use and occupancy as a residential dwelling, consisting of one or more rooms or spaces on one or more levels bounded as follows:

A. as to units in Multi-Family Buildings, by the interior surfaces of their undecorated perimeter walls, floors, ceilings, windows and doors;

B. as to units in Duplex Buildings, by the above- and below-grade exterior surfaces of the building and the centerline of the party wall separating the two units in the building, excluding patios, balconies and decks, ;

C. as to units in Single-Family Buildings, by the above- and below-grade exterior surfaces of the building, excluding patios, balconies and decks.

Each unit includes its unit fixtures.

Section 3.04 - Unit Fixtures. Improvements to a unit which are permanent in nature are unit fixtures. Typical unit fixtures include interior non-load bearing walls, interior doors, 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 other built-in or permanent improvements or appliances which may be within the unit.

Section 3.05 - 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 6.06 of this Declaration.

Section 3.06 - Boundary Wall Easements. Easements exist in the boundary walls of units in Multi-Family Buildings and in the common walls of Duplex Buildings 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.

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. Some common elements may be further classified as limited common elements as described in Article V of this Declaration, depending on their location and use. Maintenance of common elements is a common expense, but may be assessed or charged to a unit owner or a group of unit owners, depending on the classification of the common elements as limited common elements. Maintenance responsibilities for common elements and limited common elements are described in Article VI of this Declaration.

Common elements include, without limitation, the following:

(1) the land described in Section 1.04 of this Declaration;

(2) the Multi-Family Building structures, including perimeter and load-bearing walls, perimeter floors and ceilings, roof systems, foundations, structural support systems, attached and detached garages, exterior finish materials, entry stoops, porches, decks and patios (see Sections 5.02 and 6.03 of this Declaration regarding responsibility for these elements).

(3) the electric, telephone, communication, gas, water, sanitary sewer 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 known as Hilltop Drive and the lighting thereof;

(5) the driveways, outdoor parking spaces, sidewalks and walkways;

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

(7) the private sanitary sewer main and private water main serving units on Hilltop Drive; and

(8) 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 1/98 equal interest in the common elements of the Condo-

minium as a tenant in common with the other unit owners of the Condominium.

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.

Section 4.05 - Use of Common Elements. Except as otherwise specifically set forth in this Declaration, all of the common areas of the Condominium shall be used in accordance with Article VIII of this Declaration and the Rules and Regulations.

ARTICLE V
LIMITED COMMON ELEMENTS

Section 5.01 - Type-I Limited Common Elements. Certain common elements which are contiguous to a unit within a building shall be known as Type-I limited common elements and shall be reserved for the exclusive use and benefit of the occupants of such unit. They include, without limitation, the following:

(1) the electric, telephone, communication, gas, water, sanitary sewer and other utility lines, conduits or pipes from the service board or service connection to and within each unit;

(2) in Multi-Family Buildings, windows and unit entry doors, as well as the garage stall assigned to each unit;

(3) patios, balconies and decks immediately adjacent to and having access directly from a unit;

(4) the outdoor parking space as assigned by the Association Board of Directors;

(5) the sanitary sewer and water laterals serving units in Single-Family Buildings; and

(6) such other parts of the common elements necessary, convenient or appurtenant to or normally exclusively used by the occupants of a unit.

Section 5.02 - Type-II Limited Common Elements. Certain of the common elements which are contiguous to a building or which are

reserved for the exclusive use and benefit of the occupants of that building shall be known as Type-II limited common elements and shall include, without limitation, the following:

(1) the electric, telephone, communication, gas and other utility lines, conduits or pipes from separation to the service board or service connection in the Duplex Buildings and Multi-Family Buildings;

(2) all parts of Multi-Family Buildings which are not units or Type-I limited common elements;

(3) garage buildings G-3 (as to Multi-Family Building M-4), G-4 (as to Multi-Family Building M-3), G-5 (as to Multi-Family Building M-2) and G-6 (as to Multi-Family Building M-1);

(4) the sanitary sewer and water laterals which provide service to the building; and

(5) such other parts of the common elements necessary, convenient, appurtenant to or normally in common use by the occupants of a building.

Section 5.03 - Type-III Limited Common Elements. Certain of the common elements which are reserved for the exclusive use and benefit of the occupants of a group of buildings shall be known as Type-III limited common elements and shall include, without limitation, the following:

(1) the private water mains in the cul de sacs off Hilltop Drive, along with the private sanitary sewer main serving the units on Hilltop Drive;

(2) garage buildings G-1 (as to Multi-Family Buildings M-12 and M-13) and G-2 (as to Multi-Family Buildings M-11 and M-14); and

(3) such other parts of the common elements necessary, convenient, appurtenant to or normally in common use by the occupants of a group of buildings.

Section 5.04 - Transfers. The use of limited common elements shall not be separated from the unit to which such use appertains and shall be deemed transferred with the unit when it is leased, conveyed or encumbered, even though such interest is not expressly mentioned or described in the conveyance instrument.

ARTICLE VI
REPAIRS AND MAINTENANCE

Section 6.01 - Common Elements. Subject to Sections 6.02, 6.03 and 6.04 hereof, the Association shall be be responsible for the man-

agement, 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 6.02 - Type-I Limited Common Elements. Each unit owner shall be responsible to maintain the Type-I limited common elements appurtenant to his or her unit in a clean, attractive and sanitary condition. If, after notice from the Association, a unit owner fails to adequately maintain a Type-I limited common element, the Association may do so and the cost thereof may be charged in accordance with Section 7.04 of this Declaration. The Association shall be responsible for the repairs and replacement of Type-I limited common elements and may charge the cost thereof to the unit owner in accordance with Section 7.04 of this Restated Declaration, or the Association may assign the responsibility for repair and replacement to a unit owner.

Section 6.03 - Type-II Limited Common Elements. The unit owners of each building shall be responsible for the management and control of Type-II limited common elements appurtenant to the units within that building and shall cause the same to be maintained in good, safe, clean, attractive and sanitary condition. If, after notice from the Association, the unit owners have failed to timely maintain a Type-II limited common element appurtenant to their units, the Association may do so, and the cost thereof may be charged in accordance with Section 7.04 of this Declaration. The Association shall be responsible for the repair and replacement of Type-II limited common elements and may charge the cost thereof to the unit owners responsible therefor in accordance with Section 7.04 of this Restated Declaration, or the Association may assign the responsibility for repair and replacement to the unit owners.

Section 6.04 - Type-III Limited Common Elements. The Association shall be responsible for the management, control, maintenance and repair of all of the underground Type-III limited common elements, and any costs associated therewith shall be charged back to the owners of the units to which the Type-III limited common element appertains. The owners of the units to which above-ground Type-III limited common elements set forth in Section 5.03 appertain, shall be responsible for the management and control of such Type-III limited common elements and shall cause the same to be maintained in good, clean, safe, attractive and sanitary condition. If, after notice from the Association, the unit owners have failed to timely maintain a Type-III limited common element, the Association may do so and the cost thereof may be charged in accordance with Section 7.04 of this Declaration. The Association shall be responsible for the repairs and replacement of above-ground Type-III limited common elements and may charge the cost thereof to the unit owners responsible therefor in accordance with Section 7.04 of this Restated Declaration, or the Association may assign the responsibility for repair and replacement to a unit owner.

Section 6.05 - Individual Units.

(1) Each unit owner shall be responsible to maintain his or her 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.

(2) The unit owners in each Duplex Building and each Single-Family Building shall be responsible for the upkeep, maintenance and repair of the exterior of their respective buildings so that the same shall not detract from the general value and appearance of the condominium. Any change to the exterior appearance of any Duplex or Single-Family Building must be approved in advance by the Association. If, after notice from the Association, any such unit owner(s) fail to timely maintain, repair or replace the exterior of the unit or any part thereof, the Association may do so and the cost thereof may be charged in accordance with Section 7.04 of this Declaration. In the event the owners of the units within a Duplex Building cannot agree on exterior maintenance or repair issues, they shall submit the issues to the Association for determination. The decision of the Association under this section shall be final.

Section 6.06 - Limitations on Changes. No unit owner shall alter the floor plan or modify the fixtures of his/her unit without first obtaining 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 or hereditament.

Section 6.07 - 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 VII
ASSESSMENTS FOR COMMON EXPENSES

Section 7.01 - Purpose of Assessments. The assessments levied by the Association shall be used to promote the recreation, health, safety and welfare of the residents in 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 7.02 - Common Expenses. Common expenses are defined as follows:

(1) all sums lawfully assessed against the unit owners by the Association;

(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.

Section 7.03 - 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 accordance with Sections 6.01 and 7.04 of this Declaration.

Section 7.04 - 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 corrective measures taken in accordance with Sections 6.02, 6.03 and 6.04 of this Declaration shall be accounted for separately and be charged to the unit owners responsible therefor as a special charge. Special charges shall be subject to collection pursuant to Sections 7.11, 7.13 and 7.14 of this Declaration.

Section 7.05 - Annual Assessments. As provided in the By-Laws, the Association shall 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 his/her assessment shall not constitute a waiver or release of such unit owner's obligation to pay his/her 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 7.06 - 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.

Section 7.07 - Special Assessment. In addition to the annual assessments, the Association may levy a special assessment, once in any calendar year, 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 for which there is an insufficient reserve fund. 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 7.08 - 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.

Section 7.09 - 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, by abandonment of the unit for which the assessments or charges are made, or by failure to construct the unit for which the assessments or charges are made.

Section 7.10 - 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 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 7.11 - 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 Washington 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 7.12 - 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 7.13 - 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 7.14 - Additional Remedies. Assessments and charges, regular or special, 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 amount is not paid. All payments on account shall be first applied to the interest or late charge, if any, and then to the amount first due. The Association may bring an action at law against the unit owner obligated to pay the amount or may foreclose the lien against the unit. The filing of a suit to recover a money judgment for unpaid amount hereunder shall not be deemed to be a waiver of the Association's lien foreclosure rights.

ARTICLE VIII
COVENANTS ON USE AND OCCUPANCY

Section 8.01 - Use of Premises. All units in the Condominium shall be used exclusively for residential dwelling purposes consistent with the size and facilities of the unit.

Section 8.02 - 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 the Rules and 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.

Section 8.03 - 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 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 8.04 - 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 the Rules and Regulations.

Section 8.05 - Motor Vehicles. Any and all motor vehicles shall be kept and parked in strict compliance with the Rules and Regulations. All motor vehicles must be licensed and operable.

Section 8.06 - 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 occupants.

Section 8.07 - Insurance and Safety Hazards. No owner or occupant shall, within his or her unit or anywhere within the Condominium 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 8.08 - Accessory Structures. No accessory structure shall be constructed or placed on the Condominium property except by action of the Association.

ARTICLE IX
REMEDIES FOR BREACH OF COVENANTS, RESTRICTIONS AND REGULATIONS

Section 9.01 - 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 9.02 - 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 a building or any other unit, to enter any unit for the purpose of abating the breach of the 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 9.03 - 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 for injunctive relief, or both, maintainable by the Association or, in a proper case, by an aggrieved unit owner.

ARTICLE X
INSURANCE

Section 10.01 - 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 each unit owner to insure his or her own unit for personal benefit provided, however, that no owner shall be entitled to exercise his or her 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 10.02 - Assessment of Premiums. Premiums for policies of insurance obtained by the Association shall be common expenses assessable to the unit owners as determined by the Association from time to time.

Section 10.03 - 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 10.04 - 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 10.05 - Insurance by Unit Owners. Unit owners shall be responsible to provide policies of insurance covering their respective units and following items:

(1) The contents of the owner's unit, the owner's automobile, any additions and improvements to his or her unit, the fixtures, decorating and furnishings therein and the owner's personal property stored elsewhere within the Condominium.

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

Section 10.06 - 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 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 XI
RECONSTRUCTION

Section 11.01 - 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 11.02 - 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 11.03 - 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 Associa-

tion 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 XII
ASSOCIATION OF UNIT OWNERS

Section 12.01 - Legal Entity. The affairs of this Condominium shall be governed by the incorporated association of unit owners known as Greenbriar Home Owners Association of West Bend, Inc. (herein the "Association").

Section 12.02 - Membership and Voting Rights. The record owner(s) of each unit 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 in accordance with the By-Laws, but in any event, the proxy may be effective for not more than 180 days.

Section 12.03 - Powers of the Association. The Association may take any action authorized by the Act, this Declaration, the By-Laws or the Rules and Regulations 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;

(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 12.04. - 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 12.05 - 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 XIII
EASEMENTS AND ENCROACHMENTS

Section 13.01 - 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 Association and not to any utility company unless specifically conveyed or granted to such utility company by the Association.

Section 13.02 - 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 unit owners, purchasers, mortgagees or other persons or entities having an interest in said land or any part or parcel thereof.

Section 13.03 - 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 paragraph relating to such easements shall apply only insofar as it may be necessary to carry out the terms and intent of the Declaration.

ARTICLE XIV
MISCELLANEOUS PROVISIONS

Section 14.01 - 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 per-

mitted or required by this Declaration or the By-Laws to be given to the unit owner whose unit is subject to such mortgage or interest.

Section 14.02 - Covenants to Run with Land. Each grantee of a unit, 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 14.03 - 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 14.04 - Amendment of Declaration. This Declaration may be amended with the written consent of all of the owners of at least two-thirds (2/3) of the units, 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 Washington County, Wisconsin.

Section 14.05 - 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 14.06 - Service of Process. At the time of the adoption of this Declaration, the registered agent for service of process shall be the President of the Association. 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.

This instrument was drafted by
Attys. Aldwin H. Seefeldt and Joan R. Beck
of
SCHLOEMER, ALDERSON, SEEFELDT, & SPELLA, S.C.
Corner of Sixth & Hickory
West Bend, WI 53095

SCHEDULE 1

Building/Unit Identification	Unit Location Designation*	Address
2988-M-1-A	left	no address assigned
2988-M-1-B	left center	no address assigned
2988-M-1-C	right center	no address assigned
2988-M-1-D	right	no address assigned
2988-M-2-A	left	no address assigned
2988-M-2-B	left center	no address assigned
2988-M-2-C	right center	no address assigned
2988-M-2-D	right	no address assigned
2988-M-3-A	left	2012 Miller Street
2988-M-3-B	left center	2012 Miller Street
2988-M-3-C	right center	2012 Miller Street
2988-M-3-D	right	2012 Miller Street
2988-M-4-A	left	2006 Miller Street
2988-M-4-B	left center	2006 Miller Street
2988-M-4-C	right center	2006 Miller Street
2988-M-4-D	right	2006 Miller Street
2988-M-5-A	lower left	2000 Miller Street
2988-M-5-B	lower right	2000 Miller Street
2988-M-5-C	upper left	2000 Miller Street
2988-M-5-D	upper right	2000 Miller Street
2988-M-6-A	lower left	no address assigned
2988-M-6-B	lower right	no address assigned
2988-M-6-C	upper left	no address assigned
2988-M-6-D	upper right	no address assigned
2988-M-7-A	lower left	no address assigned
2988-M-7-B	lower right	no address assigned
2988-M-7-C	upper left	no address assigned
2988-M-7-D	upper right	no address assigned
2988-M-8-A	lower left	1916 Miller Street
2988-M-8-B	lower right	1916 Miller Street
2988-M-8-C	upper left	1916 Miller Street
2988-M-8-D	upper right	1916 Miller Street
2988-M-9-A	lower left	1908 Miller Street
2988-M-9-B	lower right	1908 Miller Street
2988-M-9-C	upper left	1908 Miller Street
2988-M-9-D	upper right	1908 Miller Street

*Unit location Designation refers to the location of a unit within a building when viewed from the street

2988-M-10-A	lower left	1902 Miller Street
2988-M-10-B	lower right	1902 Miller Street
2988-M-10-C	upper left	1902 Miller Street
2988-M-10-D	upper right	1902 Miller Street
2988-M-11-A	left	1824 Miller Street
2988-M-11-B	left center	1824 Miller Street
2988-M-11-C	right center	1824 Miller Street
2988-M-11-D	right	1824 Miller Street
2988-M-12-A	left	1816 Miller Street
2988-M-12-B	left center	1816 Miller Street
2988-M-12-C	right center	1816 Miller Street
2988-M-12-D	right	1816 Miller Street
2988-M-13-A	left	220 South 18th Avenue
2988-M-13-B	left center	220 South 18th Avenue
2988-M-13-C	right center	220 South 18th Avenue
2988-M-13-D	right	220 South 18th Avenue
2988-M-14-A	left	no address assigned
2988-M-14-B	left center	no address assigned
2988-M-14-C	right center	no address assigned
2988-M-14-D	right	no address assigned
2988-D-5-A	left	2018 Hilltop Drive
2988-D-5-B	right	2016 Hilltop Drive
2988-D-6-A	left	2014 Hilltop Drive
2988-D-6-B	right	2012 Hilltop Drive
2988-D-7-A	right	2017 Hilltop Drive
2988-D-7-B	left	2015 Hilltop Drive
2988-D-8-A	right	2005 Hilltop Drive
2988-D-8-B	left	2003 Hilltop Drive
2988-D-10-A	right	1935 Hilltop Drive
2988-D-10-B	left	1933 Hilltop Drive
2988-D-11-A	right	1925 Hilltop Drive
2988-D-11-B	left	1923 Hilltop Drive
2988-D-12-A	right	1919 Hilltop Drive
2988-D-12-B	left	1917 Hilltop Drive
2988-D-13-A	right	1915 Hilltop Drive
2988-D-13-B	left	1913 Hilltop Drive
2988-D-14-A	right	1911 Hilltop Drive
2988-D-14-B	left	1909 Hilltop Drive
2988-D-15-A	right	1907 Hilltop Drive
2988-D-15-B	left	1905 Hilltop Drive

2988-D-16-A	right	1903 Hilltop Drive
2988-D-16-B	left	1901 Hilltop Drive
2988-D-17-A	right	1839 Hilltop Drive
2988-D-17-B	left	1837 Hilltop Drive
2988-D-18-A	right	1835 Hilltop Drive
2988-D-18-B	left	1833 Hilltop Drive
2988-D-19-A	left	2010 Hilltop Drive
2988-D-19-B	right	2008 Hilltop Drive
2988-D-20-A	left	1922 Hilltop Drive
2988-D-20-B	right	1920 Hilltop Drive
2988-D-21-A	left	1912 Hilltop Drive
2988-D-21-B	right	1910 Hilltop Drive
2988-D-22-A	left	1836 Hilltop Drive
2988-D-22-B	right	1834 Hilltop Drive
2988-D-23-A	right	1824 Hilltop Drive
2988-D-23-B	left	1826 Hilltop Drive
2988-D-24-A	left	1801 Hilltop Drive
2988-D-24-B	right	1803 Hilltop Drive
2988-S-3		2002 Hilltop Drive
2988-S-4		1932 Hilltop Drive
2988-S-15		no address assigned
2988-S-16		1815 Hilltop Drive

SCHEDULE 2

G1-1-M-13-D
G1-2-M-13-C
G1-3-M-13-B
G1-4-M-13-A
G1-5-M-12-A
G1-6-M-12-B
G1-7-M-12-C
G1-8-M-12-D

G2-1-M-11-C
G2-2-M-11-D
G2-3-M-11-A
G2-4-M-11-B
G2-5-M-14-A
G2-6-M-14-B
G2-7-M-14-C
G2-8-M-14-D

G3-1-M-4-A
G3-2-M-4-B
G3-3-M-4-C
G3-4-M-4-D

G4-1-M-3-A
G4-2-M-3-B
G4-3-M-3-C
G4-4-M-3-D

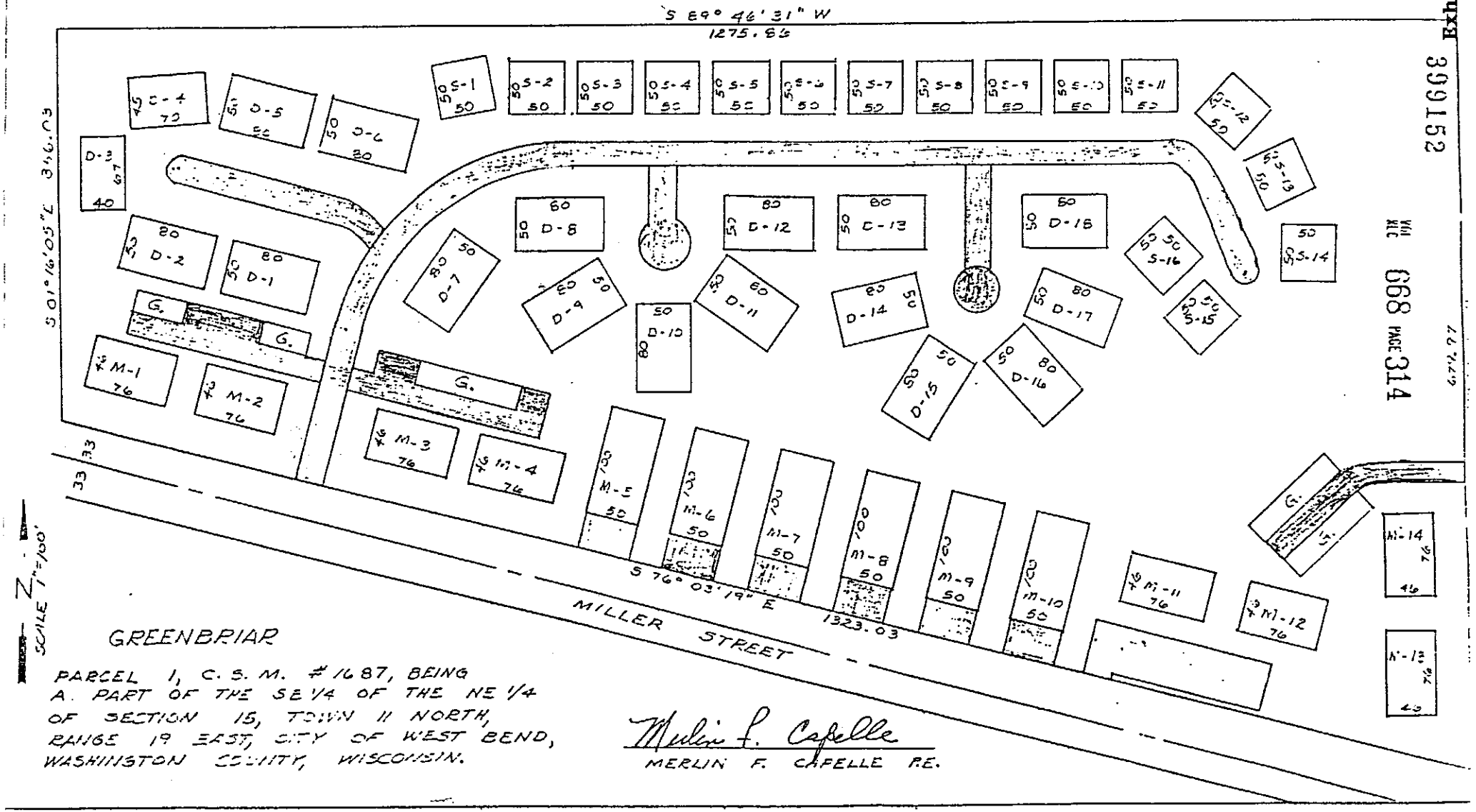
G5-1-M-2-A
G5-2-M-2-B
G5-3-M-2-C
G5-4-M-2-D

G6-1-M-1-A
G6-2-M-1-B
G6-3-M-1-C
G6-4-M-1-D

Exhibit A

399152

VOL REC 668 PAGE 314



GREENBRIAR

PARCEL 1, C. S. M. #1687, BEING A PART OF THE SE 1/4 OF THE NE 1/4 OF SECTION 15, TOWN 11 NORTH, RANGE 19 EAST, CITY OF WEST BEND, WASHINGTON COUNTY, WISCONSIN.

Merlin F. Capelle

MERLIN F. CAPELLE P.E.

Exhibit B-1

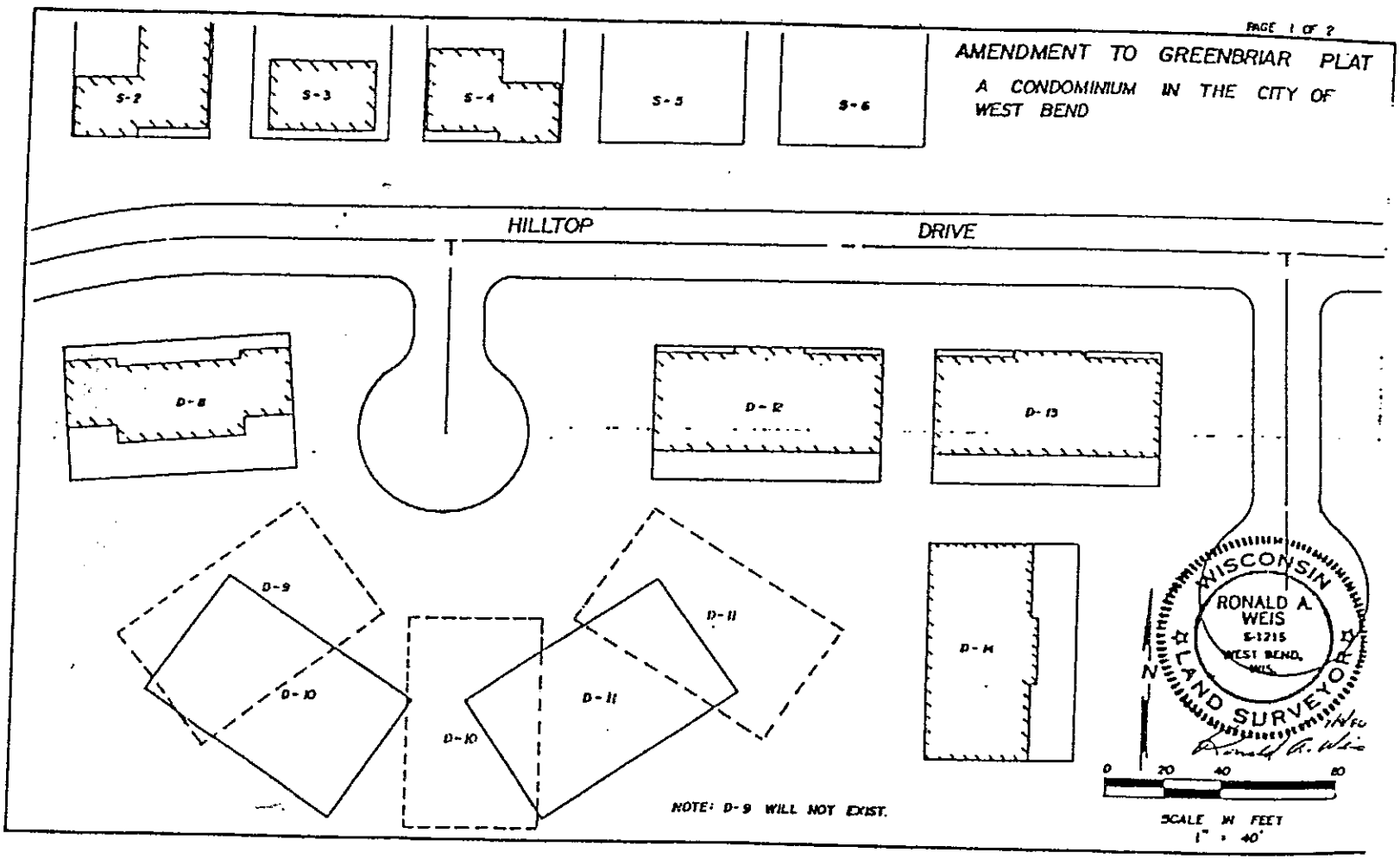

PAGE 1 OF 2
AMENDMENT TO GREENBRIAR PLAT
A CONDOMINIUM IN THE CITY OF WEST BEND
S-2
S-3
S-4
S-5
S-6
HILLTOP
DRIVE
D-8
D-12
D-13
D-9
D-10
D-10
D-11
D-11
D-14
NOTE: D-9 WILL NOT EXIST.
WISCONSIN
RONALD A. WEIS
S-1215
WEST BEND, WIS.
LAND SURVEYOR
0
20
40
80
SCALE IN FEET
1" = 40'

Exhibit B-2

AMENDMENT TO GREENBRIAR PLAT

A CONDOMINIUM IN THE CITY OF WEST BEND

I hereby certify that by the direction of Charles Bernards, I have surveyed and mapped the land shown hereon and that this is a true and correct representation of Amendment to Greenbriar Plat in the City of West Bend. A duly authorized certified copy of resolution of Greenbriar Homeowners Association accompanies this plat and made a part of this Amendment.

Dated this 9th day of July, 1986.

CITIZENS/WEIS CORPORATION

Ronald A. Weis S-1215

WISCONSIN
RONALD A. WEIS
S-1215
WEST BEND, WIS.
LAND SURVEYOR

499595

912 PAGE 68

522263

Exhibit C-1

Dec 31 10 58 AM '87

AMENDMENT NO. 2 TO GREENBRIAR PLAT

A CONDOMINIUM IN THE CITY OF WEST BEND,
WASHINGTON COUNTY, WISCONSIN.

SURVEYOR CERTIFICATE:

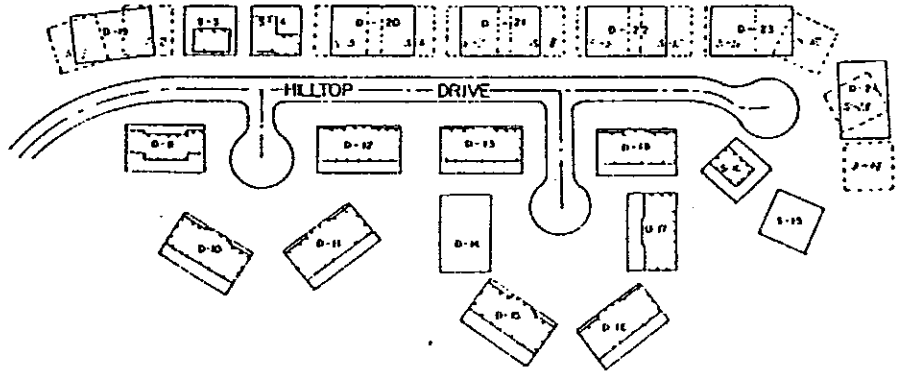
I HEREBY CERTIFY THAT BY THE DIRECTION OF CHARLES BERNARDE, I HAVE SURVEYED AND MAPPED THE LAND SHOWN HEREON AND THAT THIS IS A TRUE AND CORRECT REPRESENTATION OF AMENDMENT NO 2 TO GREENBRIAR PLAT IN THE CITY OF WEST BEND. A DULY AUTHORIZED CERTIFIED COPY OF RESOLUTION OF GREENBRIAR HOMEOWNERS ASSOCIATION ACCOMPANIES THIS PLAT AND MADE A PART OF THIS AMENDMENT

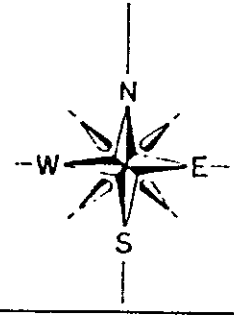
DATED THIS 29 DAY OF MAY ,1987
REVISED THIS 31 DAY OF DECEMBER ,1987

CITIZENS / WEIS CORPORATION

RONALD A WEIS S-1215

WISCONSIN RONALD WEIS LAND SURVEYOR





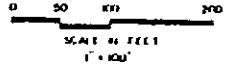


Exhibit C-2

532092

Book 76

Aug 15 9 58 AM '88

AMENDMENT NO. 2 TO GREENBRIAR PLAT

A CONDOMINIUM IN THE CITY OF WEST BEND,
WASHINGTON COUNTY, WISCONSIN.

SURVEYOR CERTIFICATE:

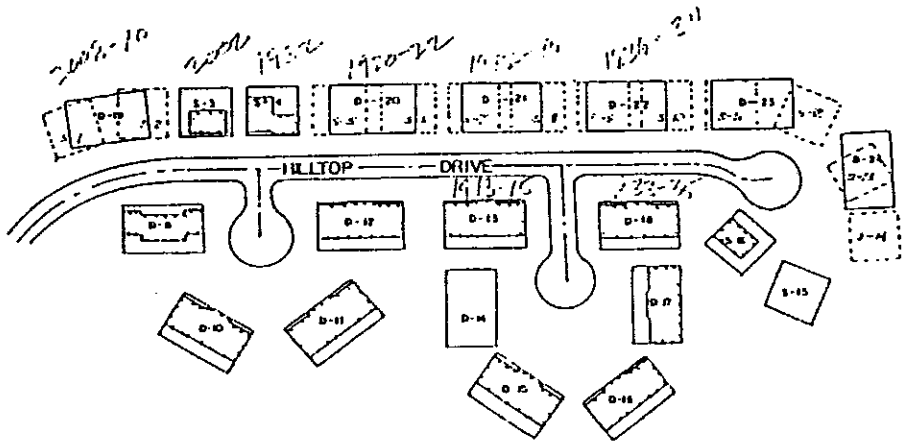
I HEREBY CERTIFY THAT BY THE DIRECTION OF CHARLES BERNARDE, I HAVE SURVEYED AND MAPPED THE LAND SHOWN HEREON AND THAT THIS IS A TRUE AND CORRECT REPRESENTATION OF AMENDMENT NO 2 TO GREENBRIAR PLAT IN THE CITY OF WEST BEND. A DULY AUTHORIZED CERTIFIED COPY OF RESOLUTION OF GREENBRIAR HOMEOWNERS ASSOCIATION ACCOMPANIES THIS PLAT AND MADE A PART OF THIS AMENDMENT

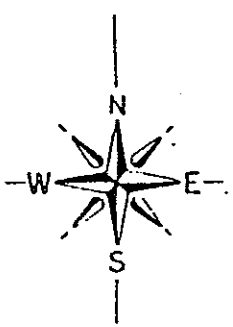
DATED THIS 29 DAY OF MAY ,1987
REVISED THIS 31 DAY OF DECEMBER ,1987

CITIZENS/WEIS CORPORATION

RONALD A. WEIS S-1215

WISCONSIN RONALD A WEIS S-1215 WEST BEND, WIS. LAND SURVEYOR





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SCALE IN FEET
1" = 100'

Exhibit D

538522

Ordinance Old No. 81

AMENDMENT NO. 3 TO GREENBRIAR PLAT

A CONDOMINIUM IN THE CITY OF WEST BEND, WASHINGTON COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT BY THE DIRECTION OF CHARLES BERNARDI, I HAVE SURVEYED AND MAPPED THE LAND SHOWN HEREON, AND THAT THIS IS TRUE AND CORRECT REPRESENTATION OF AMENDMENT NO. 3 TO GREENBRIAR PLAT IN THE CITY OF WEST BEND. A DULY AUTHORIZED CERTIFIED COPY OF THE RESOLUTION OF THE GREENBRIAR HOMEOWNER'S ASSOCIATION ACCOMPANIES THIS PLAT AND IS MADE A PART OF THIS AMENDMENT.

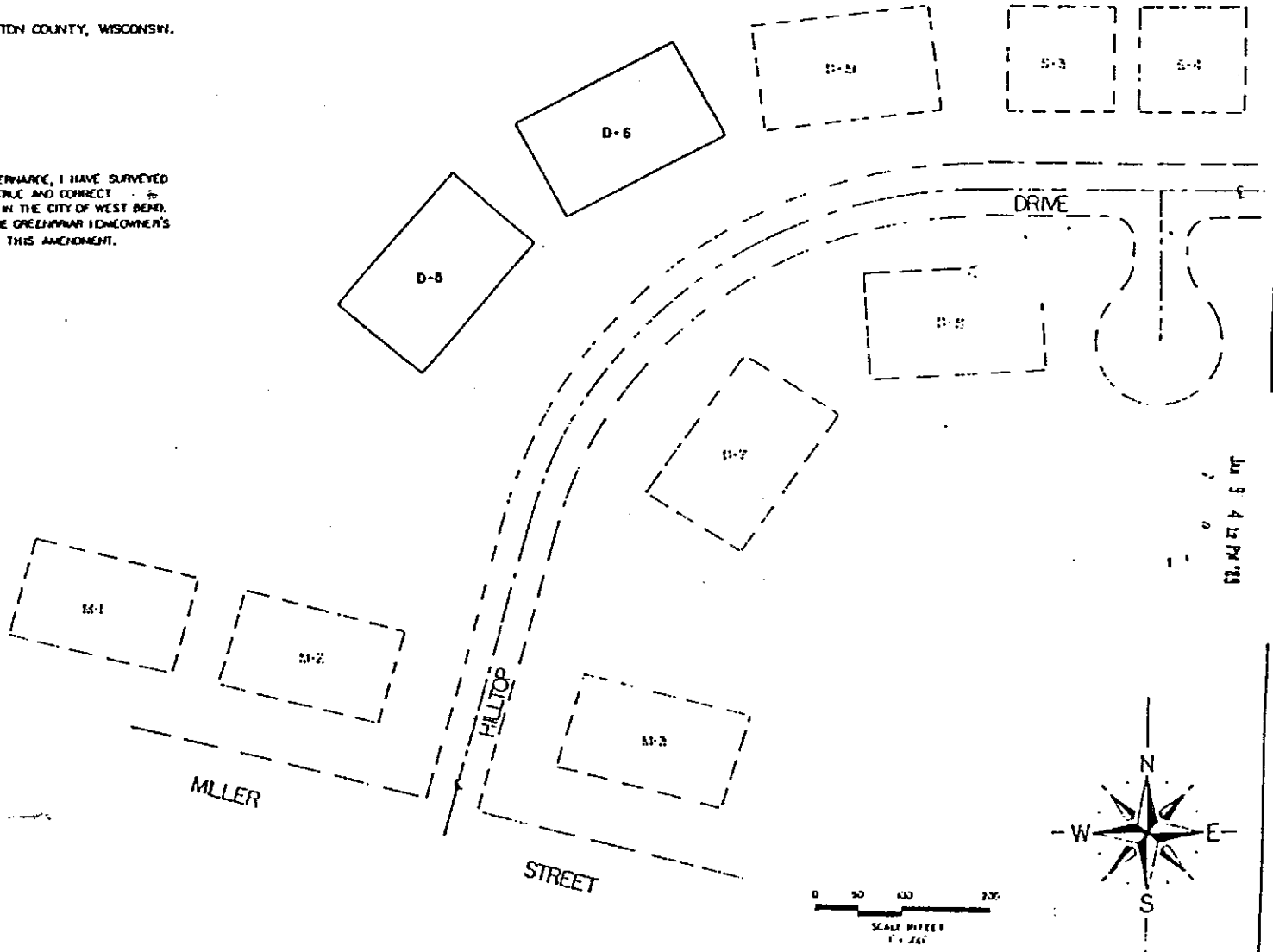
DATED THIS 7th DAY OF JULY, 1988.

CITIZENS/WEIS CORPORATION

Ronald A. Weis

RONALD A. WEIS S-1215

WISCONSIN RONALD A. WEIS SURVEYOR



538522

CERTIFICATE

I, Trudy Fellenz, being the President of Greenbriar Home Owners Association of West Bend, Inc. (the "Association") do hereby certify that:

1. All of the owners of at least two-thirds of the units have consented to and approved of this Restated Declaration in writing.

2. The holders of any and all mortgages on the units for which consent has been given have also consented in writing to this Restated Declaration.

3. The signed consents and approvals are on file with the Secretary of the Association.

Signed this _____ day of _____, 1993.

_____
Trudy Fellenz, President

Attest:

_____
Patricia Holzbach, Secretary

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Recorded in the Washington County Registry
on November 28, 1977 in Volume 663 of Records
at Pages 21-26 as Document No. 396815

ARTICLES OF INCORPORATION

OF

GREENBRIAR HOME OWNERS ASSOCIATION OF WEST BEND, INC.

I, the undersigned natural person of the age of eighteen (18) years or more, acting as Incorporator of a corporation under the provisions and subject to the requirements of Chapter 181, Wisconsin Statutes, known as the "Wisconsin Non-Stock Corporation Law", do sign and acknowledge Articles of Incorporation as follows

ARTICLE I. Name.

The name of the corporation is GREENBRIAR HOME OWNERS ASSOCIATION OF WEST BEND, INC., hereafter called the "Association".

ARTICLE II. Principal Office.

The principal office of the Association is located at 1416 Alder Street, West Bend, Wisconsin 53095.

ARTICLE III. Registered Agent.

Greenbriar Development Corp., whose address is 1416 Alder Street, West Bend, Wisconsin 53095, is hereby appointed the initial registered agent of this Association.

ARTICLE IV. Incorporator.

The name and address of the Incorporator is Ronald A. Weis, 1416 Alder Street, West Bend, Wisconsin 53095.

ARTICLE V. Purpose and Powers of the Association.

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the Condominium Units (herein called "Homes") Condominium Buildings, Common Areas and Limited Common Areas, constituting GREENBRIAR HOMES, a planned unit development under the Unit Ownership Act of Wisconsin, located on that certain tract of land described as follows:

> Parcel One (1) of Certified Survey Map No. 1687 as recorded in Volume 8 of Certified Survey Maps at page 372, as Document No. 390497 and being that part of the SE 1/4 of the NE 1/4 of Section 15, Town 11 North, Range 19 East, City of West Bend, Washington County, Wisconsin.

and to promote the health, safety and welfare of the home owners and residents of GREENBRIAR HOMES and for that purpose to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Condominium Declaration, applicable to the property described above and recorded or to be recorded in the Office of the Register of Deeds of Washington County, Wisconsin, as the same may be amended from time to time as therein provided;

(b) fix, levy, collect and enforce payment by any lawful means, of all charges or assessments pursuant to the terms of the Condominium Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) acquire, by gift, purchase or otherwise, and own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) borrow money, and with the consent of two-thirds (2/3) of the entire membership of the Association, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) dedicate, sell or transfer all or any of the Common Areas to any public agency, authority or utility, for such purposes and subject to such conditions as may be agreed upon by the members. No such dedication or transfer shall be effective unless authorized by two-thirds (2/3) of the entire membership of the Association entitled to vote;

(f) assign particular portions of Common Areas for storage purposes and for automobile parking for the exclusive use by Owners of particular Homes and their respective lessees;

(g) have and to exercise any and all powers, rights and privileges which a non-profit corporation organized under the Wisconsin Non-Profit Corporation Law may by law now or hereafter have or exercise;

(h) have and to exercise any and all powers, rights and privileges granted to an Association of Home Owners by the Unit Ownership Act of Wisconsin, as amended from time to time.

ARTICLE VI. Membership.

Every person or entity who is a record owner of a Home of GREENBRIAR HOMES, situated on the real estate described above, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership in the Association shall be appurtenant to and may not be separated from ownership of any Home of GREENBRIAR HOMES.

ARTICLE VII. Voting Rights.

The Association shall have one class of voting members who shall be the owners, including the developer, of the Homes of GREENBRIAR HOMES, and shall be entitled to one (1) vote for each Home owned. When more than one person owns an interest in any Home, all such persons shall be members but the vote of such Home shall be exercised as they, among themselves, may determine; but in no event shall more than one vote be cast with respect to any Home and there shall be no split votes. Prior to the time of any meeting at which a vote is to be taken each Home having co-owners shall file the name of the voting co-owner with the Secretary of the Association in order to be entitled to a vote at such meeting, unless such co-owners have filed a general voting authority applicable to all votes until rescinded.

ARTICLE VIII. Board of Directors.

The affairs of this Association shall be managed by a Board of not less than four (4) Directors, who need not be members of the Association. The number of Directors may be changed, from time to time, by the By-Laws of the Association. The names and addresses of the persons who are to act in the capacity of Directors until the selection of their successors are:

Lawrence P. Ehren
6709 Glacier Drive
West Bend, Wisconsin 53095

Ronald A. Weis
1416 Alder Street
West Bend, Wisconsin 53095

Lynn A. Ehren
6709 Glacier Drive
West Bend, Wisconsin 53095

Mary A. Weis
1416 Alder Street
West Bend, Wisconsin 53095

ARTICLE IX. Dissolution.

The Association may be dissolved by the affirmative approval of not less than two-thirds (2/3) of the voting members. Upon dissolution of the Association, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE X. Duration.

The Association shall exist perpetually.

ARTICLE XI. Amendments.

Amendment of these Articles shall require the consent of Seventy-five Per Cent (75%) of the votes as provided in ARTICLE VI.

IN WITNESS WHEREOF, for the purposes of forming this corporation under the laws of the State of Wisconsin, I, the undersigned constituting the Incorporator of this Association, have executed these Articles of Incorporation this 28th day of October, 1977.

/s/ Ronald A. Weis

STATE OF WISCONSIN)
: SS.
WASHINGTON COUNTY)

Personally came before me this 28th day of October, 1977, the above named Ronald A. Weis, to me known to be the person who executed the foregoing instrument and acknowledged the same.

/s/ C. J. Schloemer
Notary Public, Wash. Co., Wis.
My Commission is permanent
(SEAL)

This instrument was drafted by
Atty. C. J. Schloemer
West Bend, Wisconsin

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OF WEST BEND, INC.

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BY-LAWS

GREENBRIAR HOME OWNERS ASSOCIATION OF WEST BEND, INC.

ARTICLE I
GENERAL PROVISIONS

Section 1.01. - Incorporated Association. The affairs of Greenbriar Homes, A Condominium shall be governed by an incorporated association of its unit owners known as "Greenbriar Home Owners Association of West Bend, Inc.", incorporated on October 28, 1977.

Section 1.02 - Mailing Address. The Association's mailing address shall be the home address of its President.

Section 1.03 - Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of each year.

Section 1.04 - Conflicts. In case of any conflict between the Condominium Ownership Act (the Act) or the Declaration and these By-Laws, the Act or the Declaration, as the case may be, shall control. Words defined in the Act or the Declaration have the same definitions in these By-Laws.

Section 1.05 - Corporate Law. The provisions of Wisconsin corporate law shall govern the organization and administration of the Association unless a clear contrary intent is evident from the Declaration or these By-Laws.

Section 1.06 - Acquiring and Conveying Property. (1) The Association may acquire and retain property in the name of the Association for and on behalf of all unit owners and may grant a mortgage on such property. In such event, assessments shall be made against all unit owners as part of the common expenses in order to provide the required purchase or mortgage payments.

(2) Decisions respecting the acquisition or conveyance of Association property shall require the approval of unit owners entitled to cast sixty-seven percent (67%) of all votes.

Section 1.07 - Borrowing Money. The Board of Directors or officers of the Association shall not borrow money on behalf of the Association unless authorized to do so by unit owners entitled to cast sixty-seven percent (67%) of all votes. Funds required for the repayment of borrowed money shall be part of the common expenses of the Association.

Section 1.08 - Corporate Seal. The Association shall have a corporate seal which shall be kept by the Secretary and affixed to all papers requiring the seal.

ARTICLE II
ASSOCIATION MEMBERSHIP

Section 2.01 - Roster of Unit Owners. The Secretary of the Association shall maintain a current roster of the names and addresses of every unit owner to whom notice of meetings of the Association shall be sent. The roster shall also include the name and address of each mortgagee of a unit and the name and address of each person designated pursuant to Section 2.02 hereof.

Section 2.02 - Representation of Multiple Owners and of Entities. When a unit has multiple owners, or such unit is owned by a partnership, corporation, trust, estate or other entity, then such owner(s) shall have the right to file a written designation with the Secretary specifying the person who shall represent the unit as the voting member in all meetings. Such written designation shall remain in effect and be binding upon such unit owner(s) until a written revocation by the unit owner(s) is filed with the Secretary. If such written designation or a properly signed proxy has not been filed before any meeting, then the presiding officer at such meeting shall have the right to designate any person present representing the unit owner(s) as the voting member to cast the vote for such unit at such meeting and such designation shall be conclusive for that meeting.

ARTICLE III
ASSOCIATION MEETINGS

Section 3.01 - Annual Meetings. Commencing in 1993, the annual meeting of the Association shall be held on the second Wednesday in November at 7:00 P.M.

Section 3.02 - Special Meetings. Special meetings of the Association may be called at any time by the President or by the Board of Directors, or upon written request of the unit owners who are entitled to vote one-fourth (1/4) of all of the votes.

Section 3.03 - Place of Meetings. All meetings shall be held at the Condominium or at such other place in Washington County, Wisconsin, as the Board of Directors may designate.

Section 3.04 - Notice of Meetings. No annual or special meeting of the Association may be held except on at least ten (10) days' written notice delivered or mailed to every unit owner at the address shown on the roster or unless waivers are duly executed by all unit owners. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 3.05 - Quorum. The presence at an Association meeting of owners and proxies entitled to cast fifty percent (50%) of all votes shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. One is entitled to cast a vote only if that right has not been suspended pursuant to Section 3.06 of these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from

time to time, without notice other than announcement at the meeting, until a quorum shall be present or be represented.

Section 3.06 - Suspension of Voting Rights. No unit owner may vote at a meeting of the Association until such owner shall furnish the Association with his or her name and current mailing address for the roster of unit owners. Further, a unit owner may not vote at a meeting of the Association if any assessment or charge related to the unit is more than 30 days past due. Delinquent amounts must be paid at least one week prior to the meeting in order to reinstate voting rights. A unit owner is not entitled to vote if the voting rights have been suspended pursuant to this section. The number of votes necessary to carry an issue or to constitute a quorum shall not include the number of suspended votes.

Section 3.07 - Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary not later than the day before the scheduled meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his unit or the termination of his interest therein. A proxy is effective for no more than one hundred eighty (180) days.

Section 3.08 - Controlling Vote. Unless otherwise provided in the Act, the Declaration, or these By-Laws, decisions of the Association shall be made by the unit owners entitled to cast a majority of votes present or represented at a meeting.

ARTICLE IV
BOARD OF DIRECTORS

Section 4.01 - Number. The affairs of this Association shall be managed by a Board of seven (7) Directors. There shall be three (3) Board members from Miller Street, three (3) Board members from Hilltop Drive, and one (1) Board member at-large.

Section 4.02 - Term of Office. The at-large Director shall serve a one year term. At the election of March, 1993, one Director shall be elected from Miller Street and one from Hilltop Drive for terms expiring November, 1994; one director shall be elected from Miller Street and one from Hilltop Drive for terms expiring November, 1995; one Director shall be elected from Miller Street and one from Hilltop Drive for terms expiring November, 1996; the at-large Director shall be elected for a term expiring November, 1994. Commencing with the annual meeting in November, 1994, election shall be for three year terms, except that the at-large seat shall be a one year term.

Section 4.03 - Removal; Vacancies. Any Director may be removed from the Board, for cause, by a vote of three-fourths (3/4) of the Directors or by a majority vote at an Association meeting. In the event of the death, resignation or removal of a Director, a successor shall be selected by the remaining members of the Board and shall serve for the unexpired term.

Section 4.04 - Compensation. No Director shall receive compensation for any service rendered to the Association. Any Director may, however, be reimbursed for actual expenses incurred in the performance of duties.

Section 4.05 - Nomination. Nominations for Directors shall be made by a Nominating Committee of three (3) voting members, at least two of whom are not Directors. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Association, to serve from the close of such annual meeting until the close of the next annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors, as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Nominations for Directors may also be made from the floor at the annual meeting.

Section 4.06 - Election. Election to the Board of Directors shall be by secret written ballot. Commencing in November, 1994, election to the one-year term shall be separate from election to the three-year terms. The two three-year terms shall be held by the candidates receiving the top two vote counts.

ARTICLE V
MEETING OF DIRECTORS

Section 5.01 - Regular Meetings. Regular meetings of the Board of Directors shall be held at least quarterly, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday. Notice of such meetings shall be distributed to the Association membership in a reasonable manner at least ten (10) days prior to the meeting date. Such meetings shall be open to the Association. Association members may bring items to the Board of Directors by submitting a written request to the Secretary. All requests received by the Secretary shall be included on the agenda for the next regular meeting of the Board of Directors.

Section 5.02 - Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association or by any two (2) Directors after not less than five (5) days notice to each Director and to the Association membership.

Section 5.03 - Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 5.04 - Action Taken Without a Meeting. The Directors shall have the right to take action in the absence of a meeting in the event of an emergency and if such action is necessary to limit property damage or to further public safety due to the emergency and provided further that the action is approved in writing by all Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

Section 5.05 - Closed Meetings. The President of the Association or any two Directors may call a closed meeting of the Board of Directors for the purposes of discussing complaints regarding the health, safety, or welfare of any resident, or discussing personnel or employment matters, providing that no vote may be taken in a closed meeting and provided further that any action resulting from the closed meeting is authorized on the record at a later open meeting.

ARTICLE VI
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 6.01 - Action By the Board of Directors. Whenever the Association is authorized to act, such action may be taken by the Board of Directors of the Association on behalf of the Association, without any prior action by the members of the Association; except only in such instances where the Act, the Declaration, the Articles or By-Laws specifically require the Association to act by vote of its members.

Section 6.02 - Specified. The Board of Directors shall have the specific power and duty to:

(1) Adopt administrative rules and regulations (herein referred to as the "Rules and Regulations") governing the use and occupancy of the units; the use of the common elements; the conduct of the unit owners, unit occupants and their guests; and to establish penalties for the infraction thereof; provided, however, that any portion of such Rules and Regulations may be amended or rescinded by a vote of the unit owners entitled to cast a majority of the votes at any annual or special meeting of the Association.

(2) Employ a manager, managing agent, independent contractor or such other employees and personnel as the Board of Directors deems necessary, and to prescribe their compensation and duties.

(3) Cause to be kept, using standard bookkeeping procedures, detailed and accurate records of the receipts and expenditures affecting the common elements, specifying and itemizing the maintenance and repair expenses of the common elements and any other expenses incurred, together with a complete record of all proceedings and activities of the Board of Directors and the Association. A summary of such records shall be presented to the Association membership at each annual meeting.

(4) Cause all vouchers authorizing the payment of common expenses, and the books and papers of the Association to be available for examination by the unit owners at convenient times at the principal office of the Association, where copies may be purchased at reasonable cost.

(5) Prepare on or before November 1 of each year an annual budget for consideration and adoption by the annual meeting of the Association which budget shall show the estimated income and receipts of the Association, together with the common expenses which will be required to properly maintain the common elements as provided in the Declaration.

(6) X Fix the amount of the regular monthly assessments required to be paid by each unit based on such annual budget and a reasonable amount considered by the Board of Directors to be necessary for a reserve for contingencies, replacements and improvements.

(7) Furnish to each unit owner at or before the annual meeting each year a summary of the proposed Association budget and a statement of the monthly assessment to be made to each unit during the following year, together with a statement of the rate of interest which has been fixed by the Board of Directors to be charged on unpaid assessments.

(8) Sue to recover a money judgment for unpaid assessments and charges or foreclose the lien against any unit for which assessments or charges are not paid, in which event the Board of Directors on behalf of the Association may bid on such unit at foreclosure sale and acquire, hold, lease, mortgage and convey the unit.

(9) Secure and maintain adequate policies of insurance as required by the Declaration.

(10) Cause such officers, directors or employees of the Association having a financial responsibility to be bonded at the expense of the Association as it may deem appropriate.

(11) Contract for or otherwise provide for such services as may be necessary to manage, control and maintain the common elements in good, safe, clean, attractive and sanitary condition, order and repair.

(12) Levy special assessments as authorized by the Declaration, provided that:

reason for Special Assessment

(a) a written report setting forth the reasons for and the estimated amount of the funds required, the proposed assessment against each unit, and the date or dates of payment is provided to the unit owners with the notice of the special Association meeting at which such special assessment will be considered; and

(b) such special assessment is approved by the affirmative vote of a majority of all unit owners.

(13) Designate by resolution, from time to time, one or more banks to act as depository for the funds of the Association.

(14) Establish procedures for the approval of all disbursements from the Association's funds and for the regular audit of the books and records of the Association.

(15) Suspend for not more than 60 days, after written notice and hearing before the Board, the voting rights of any unit owner who is in default in the payment of any assessment levied by the Association or who is charged with a substantial infraction of the Rules and Regulations, as determined by the Board.

ARTICLE VII
OFFICERS AND THEIR DUTIES

Section 7.01 - Enumeration of Officers. The Officers of this Association shall be a President and Vice President, who shall at all times be members of the Board of Directors, a Secretary, a Treasurer, and such other officers as the Board may from time to time by resolution create.

Section 7.02 - Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Association, but in any event shall occur not later than 10 days after the annual meeting.

Section 7.03 - Term. The officers of this Association shall be elected annually by the Board of Directors and each shall hold office for one (1) year unless he/she shall sooner resign, be removed or otherwise be disqualified to serve. Neither the Secretary nor the Treasurer need be a Director.

Section 7.04 - Special Appointments. The Board of Directors may appoint such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may from time to time determine.

Section 7.05 - Resignation and Removal. Any officer may be removed from office for cause by the Board of Directors. Any officer may resign at any time by giving written notice to the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 7.06 - Vacancies. A vacancy in any office shall be filled by appointment by the Board of Directors. The officer appointed to such vacancy shall serve for the remainder of the term of the officer replaced.

Section 7.07 - Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one (1) of the other offices except in the case of special offices created pursuant to Section 7.04 hereof.

Section 7.08 - Compensation. No officer other than Secretary and Treasurer may be compensated for services rendered to the Association. The Board of Directors, at its discretion, may establish a schedule of reasonable compensation for the Secretary and Treasurer. Any officer may be reimbursed for actual expenses incurred in the performance of duties.

Section 7.09 - Duties. The duties of the officers are as follows:

(1) President. The President shall preside at all meetings of the Board of Directors and Association; shall see that the orders, resolutions, Rules and Regulations of the Board are carried out; shall sign all leases, mortgages, deeds and other instruments of conveyance and shall co-sign all checks and promissory notes.

(2) Vice-President. The Vice-President shall act in the place and stead of the President in the event of the President's absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required by the Board of Directors.

(3) Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the Association; serve notice of meetings of the Board and of the Association; publish a synopsis of proceedings of the Board of Directors; keep the Association roster of unit owners and addresses; sign, verify and file all statements of condominium lien; certify statements of unpaid condominium assessments for delivery to unit grantees; co-sign all leases, mortgages, deeds and other instruments of conveyance; and perform such other duties as required by the Board.

(4) Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the Association at its annual meeting and deliver a copy of each to the unit owners.

ARTICLE VIII
COMMITTEES

Section 8.01 - General Committees. The Board of Directors shall appoint such committees for such purposes and terms as it deems appropriate to discharge the duties and responsibilities of the Associa-

tion and the Board of Directors and to provide for the proper operation of the Association.

Section 8.02 - Nominating. The Board of Directors shall appoint a Nominating Committee having the number of members and the responsibilities as specified in Section 4.05 of these By-Laws.

ARTICLE IX
COMMON EXPENSES

Section 9.01 - Illustrative List. The common expenses set forth in Section 9.02 are intended only to guide unit owners, directors and officers in understanding the nature and purpose of common expenses. The common expenses actually incurred by the Association may include items not listed in Section 9.02 or conversely, may not include items which are listed. The Board of Directors shall have full authority to determine and authorize appropriate common expenses.

Section 9.02 - Typical Expenses. Common expenses may include, but are not limited to, the cost of:

(1) maintaining the grounds which are part of the common elements, including cutting of grass, care of shrubs and trees, as identified on the official map on file with the Secretary.

(2) snow removal from all of the sidewalks and parking areas and private drives of the condominium.

(3) providing garbage, rubbish and trash collection.

(4) providing water, sewer, electrical, gas and other utility services for the condominium, except to the extent that any part of the same are separately metered or billed to individuals.

(5) property and liability insurance on the condominium and the cost of such other insurance as the Association may obtain, to the extent that the same is not required to be separately billed to individuals.

(6) the services of the management and maintenance personnel or independent contractors as the Association shall consider necessary for the operation of the condominium.

(7) providing such legal and accounting services as may be considered necessary to the operation of the condominium.

(8) acquiring, painting, maintaining, replacing, repairing, operating and landscaping the common elements and such furnishings and equipment for the common elements as the Board of Directors shall determine are necessary and proper.

(9) any and all other materials, supplies, labor, services, maintenance, repairs, taxes, assessments or the like which the Association is required to secure or pay for by law, or otherwise, or which in the discretion of the Board of Direc-

tors shall be necessary or proper for the operation and use of the common elements.

(10) any amount necessary to discharge any lien or encumbrance levied against the condominium, or any portion thereof, which may, in the opinion of the Board of Directors, constitute a lien against any of the common elements rather than the interest of the owner of any individual unit.

(11) lighting of common areas and elements, including interior hallways of Multi-Family Buildings and exterior lights of the private street and parking areas.

Section 9.03 - Typical Common Expenses Subject to Charge Back. Some common expenses may be charged back to a unit owner or group of unit owners. These are expenses incurred by the Association for repair or maintenance of a limited common element. Such expenses may include (but are not limited to):

(1) repair and or replacement of dumpsters or other trash collection bins or receptacles;

(2) maintenance of garage buildings;

(3) the cost of the exterior painting, maintenance or repair of any Multi-Family Building as defined in the Declaration, to the extent necessary, in the discretion of the Board of Directors, to protect the common areas or to preserve the appearance or value of the condominium or as is otherwise in the interest of the general welfare of all of the owners of the homes; provided, however, that no such maintenance or repairs shall be undertaken without a resolution by the Board of Directors and reasonable written notice to the owners of the units in the apartments so affected; and

(4) maintenance of all parts of Multi-Family Buildings which are not units.

ARTICLE X
AMENDMENTS

Section 10.01 - Presentment. Amendments to these By-Laws may be initiated and presented by the Board of Directors or any unit owner. Amendments must be submitted in writing to all unit owners at least ten (10) days prior to the annual or special Association meeting at which they will be considered.

Section 10.02 - Vote Required. These By-Laws may be amended by the affirmative vote of members representing fifty-one percent (51%) of all units.

CERTIFICATE

I, Trudy Fellenz, being the President of Greenbriar Home Owners Association of West Bend, Inc. (the "Association") do hereby certify that:

1. The owners of at least seventy five percent (75%) of the units represented at the Annual Meeting held March 16, 1993 have consented to and approved of these Revised By-Laws in writing.

2. The official ballots and tallies are on file with the Secretary of the Association.

Signed this 16 day of March, 1993.

signed
Trudy Fellenz, President

Attest:

signed
Patricia Holzbach, Secretary

MANAGEMENT OR EMPLOYMENT CONTRACTS

The Board of Directors of the Home Owners Association has entered into a contract with Unique Services to provide grounds maintenance and snow removal services for the period of October 1, 1992 through September 30, 1993. A copy of said agreement is on file with the Secreatary of the Association.

RULES AND REGULATIONS

1. No pets other than small birds in cages, fish, or one domesticated cat may be kept by the occupant(s) of one Unit.

2. The appearance of the exterior of a Building shall not be changed without the prior approval of the Association.

3. The monthly assessment provides for repair, maintenance and improvement of common areas as well as emergency repairs as the Association deems necessary. Property and liability insurance carried by the Association is billed directly to the individual unit owners. Each unit owner shall promptly pay his/her portion of the property and liability insurance.

4. Each unit owner shall be responsible for procuring and maintaining adequate policies of insurance on the contents of his/her Unit.

5. The unit owner shall give the Association at least 10 days prior written notice of any conveyance, devise or gift of a Unit.

6. Soliciting or selling any goods, commodities or services of any type on any part of the condominium is prohibited without the prior written consent of the Association. This includes auctions, rummage sales, signs advertising cars, boats or household goods for sale.

7. The owner or occupant of any Unit shall not keep more than two motor vehicles on the condominium without the prior written permission of the Association. Permission shall be granted if there is sufficient room for additional vehicles. Vehicles shall be parked in the unit garage or in the unit parking space. No vehicle shall be parked in any way that would interfere with the free use of any other parking space.

8. Bicycles must be kept indoors when not in use.

9. The owner or occupant of any unit may plant flowers, shrubbery, or ornamentals within six feet of the exterior of any building. Trees of a species approved by the Association may be planted anywhere on the grounds with the approval of the Association. Any landscaping planted by a unit owner must be maintained by that unit owner and successors. The Association shall not assume maintenance responsibility for individual landscaping.

10. Storage of flammable fluids and materials in the garages or in any common area or limited common area is prohibited, except that charcoal starter fluid may be kept through the summer in the garage.

11. Unit occupants are not permitted to place laundry poles or lines of any type, whether temporary or permanent, outside of the exterior walls of the building. Laundry lines may, however, be installed within a garage.

12. Motorcycles, recreation vehicles and campers, boat trailers or other similar vehicles may be parked only within a garage.

13. No outside antennae of any type shall be placed on any portion of the exterior common area.

14. Unit owners are responsible for making certain that all unit occupants, guests and employees are aware of and comply with these rules and regulations.

15. All unit occupants and their guests shall conduct themselves, particularly when in common areas, in a manner which is respectful of the peaceful and quiet enjoyment of the condominium by the other occupants. All occupants and their guests shall also comply with all applicable laws and ordinances.

March 16, 1993

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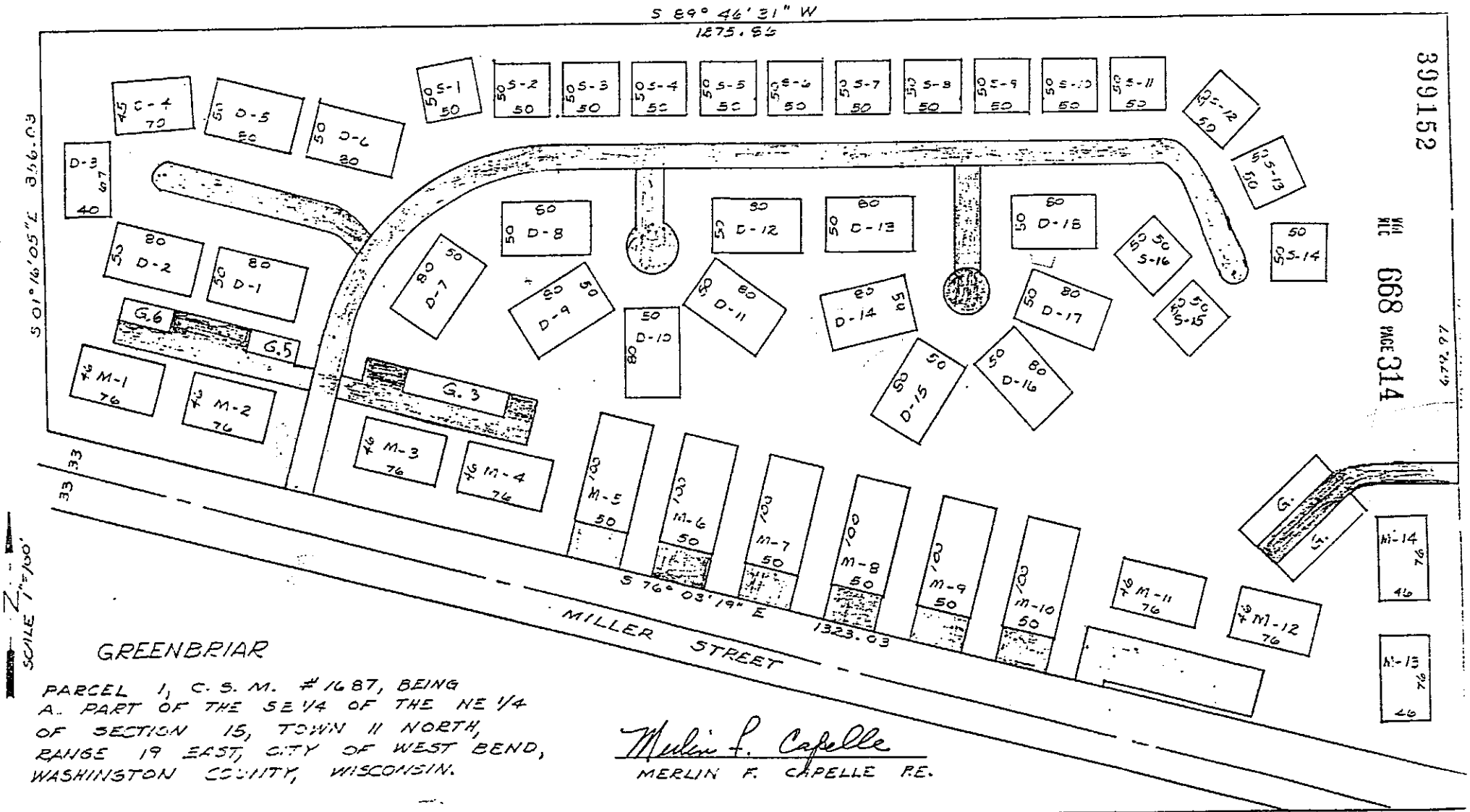


GREENBRIAR

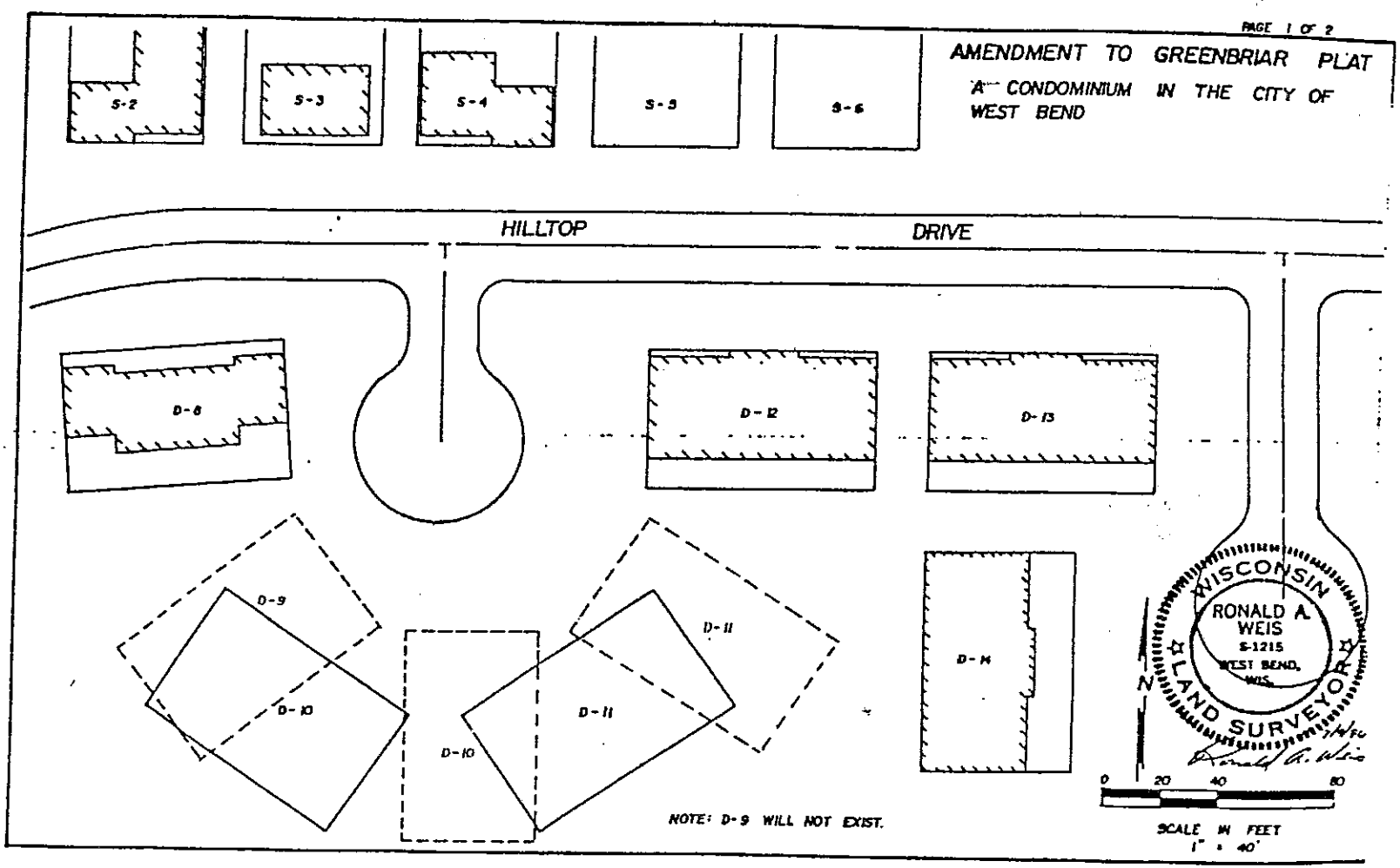
PARCEL 1, C. S. M. # 1687, BEING A PART OF THE SE 1/4 OF THE NE 1/4 OF SECTION 15, TOWN 11 NORTH, RANGE 19 EAST, CITY OF WEST BEND, WASHINGTON COUNTY, WISCONSIN.

Merlin F. Capelle

MERLIN F. CAPELLE R.E.

AMENDMENT TO GREENBRIAR PLAT

"A" CONDOMINIUM IN THE CITY OF WEST BEND



AMENDMENT TO GREENBRIAR PLAT

A CONDOMINIUM IN THE CITY OF WEST BEND

I hereby certify that by the direction of Charles Barnarde, I have surveyed and mapped the land shown hereon and that this is a true and correct representation of Amendment to Greenbriar Plat in the City of West Bend. A duly authorized certified copy of resolution of Greenbriar Homeowners Association accompanies this plat and made a part of this Amendment.

Dated this 9th day of July, 1986.

CITIZENS/WEIS CORPORATION

Ronald A. Weis S-1215

WISCONSIN
RONALD A. WEIS
S-1215
WEST BEND, WIS.
LAND SURVEYOR

499595

912 PAGE 68

22263

Condominium Plat No. 63

Dec 31 10 58 AM '87

AMENDMENT NO. 2 TO GREENBRIAR PLAT

A CONDOMINIUM IN THE CITY OF WEST BEND,
WASHINGTON COUNTY, WISCONSIN.

SURVEYOR CERTIFICATE:

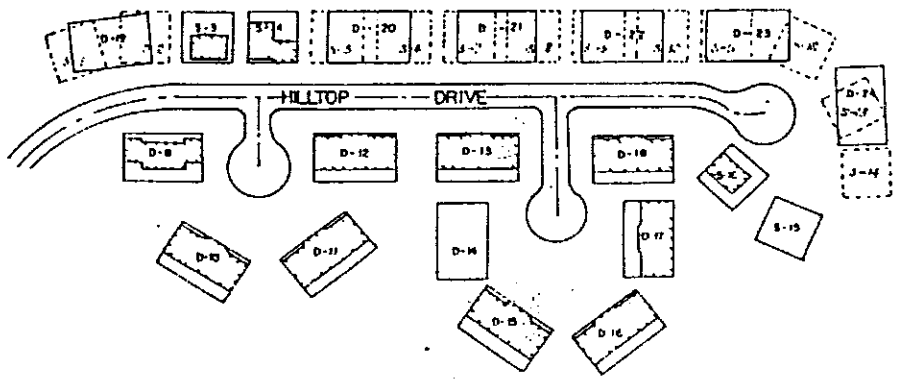
I HEREBY CERTIFY THAT BY THE DIRECTION OF CHARLES BERNARDE, I HAVE SURVEYED AND MAPPED THE LAND SHOWN HEREON AND THAT THIS IS A TRUE AND CORRECT REPRESENTATION OF AMENDMENT NO. 2 TO GREENBRIAR PLAT IN THE CITY OF WEST BEND. A DULY AUTHORIZED CERTIFIED COPY OF RESOLUTION OF GREENBRIAR HOMEOWNERS ASSOCIATION ACCOMPANIES THIS PLAT AND MADE A PART OF THIS AMENDMENT

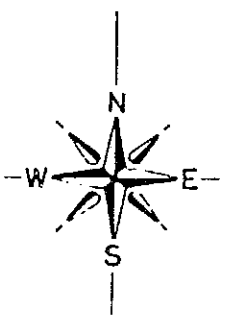
DATED THIS 29 DAY OF MAY ,1987.
REVISED THIS 31 DAY OF DECEMBER ,1987.

CITIZENS / WEIS CORPORATION

RONALD A. WEIS S-1215

WISCONSIN RONALD WEIS S-1215 WEST BEND LAND SURVEYOR





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SCALE IN FEET
1" = 100'

6-4

532092

Condominium Plat # 76

Aug 19 9 58 AM '88

AMENDMENT NO. 2 TO GREENBRIAR PLAT

A CONDOMINIUM IN THE CITY OF WEST BEND,
WASHINGTON COUNTY, WISCONSIN.

SURVEYOR CERTIFICATE:

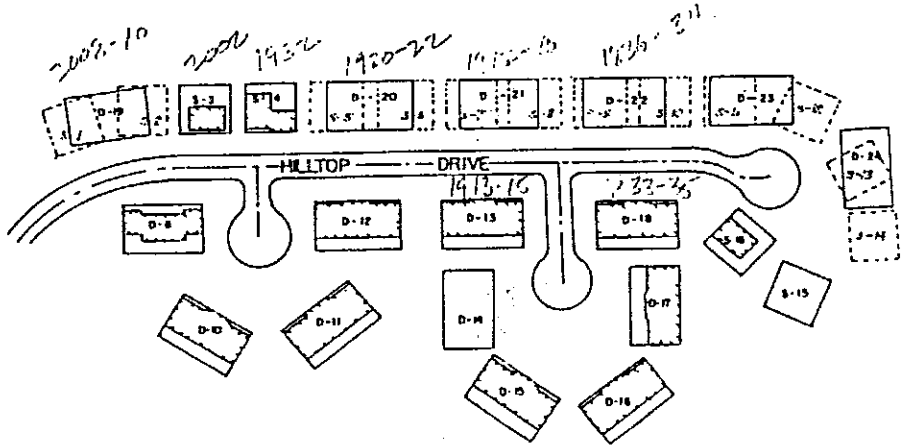
I HEREBY CERTIFY THAT BY THE DIRECTION OF CHARLES BERNARDE, I HAVE SURVEYED AND MAPPED THE LAND SHOWN HEREON AND THAT THIS IS A TRUE AND CORRECT REPRESENTATION OF AMENDMENT NO 2 TO GREENBRIAR PLAT IN THE CITY OF WEST BEND. A DULY AUTHORIZED CERTIFIED COPY OF RESOLUTION OF GREENBRIAR HOMEOWNERS ASSOCIATION ACCOMPANIES THIS PLAT AND MADE A PART OF THIS AMENDMENT.

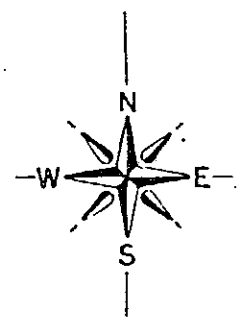
DATED THIS 29 DAY OF MAY ,1987.
REVISED THIS 31 DAY OF DECEMBER ,1987.

CITIZENS/WEIS CORPORATION

Ronald A. Weis
RONALD A. WEIS S-1215

WISCONSIN RONALD A WEIS S-1215 WEST BEND, WIS. LAND SURVEYOR





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SCALE IN FEET
1" = 100'

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Amendment No. 51

AMENDMENT NO. 3 TO GREENBRIAR PLAT

A CONDOMINIUM IN THE CITY OF WEST BEND, WASHINGTON COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT BY THE DIRECTION OF CHARLES BERNARDE, I HAVE SURVEYED AND MAPPED THE LAND SHOWN HEREON, AND THAT THIS IS TRUE AND CORRECT REPRESENTATION OF AMENDMENT NO. 3 TO GREENBRIAR PLAT IN THE CITY OF WEST BEND. A DULY AUTHORIZED CERTIFIED COPY OF THE RESOLUTION OF THE GREENBRIAR HOMEOWNER'S ASSOCIATION ACCOMPANIES THIS PLAT AND IS MADE A PART OF THIS AMENDMENT.

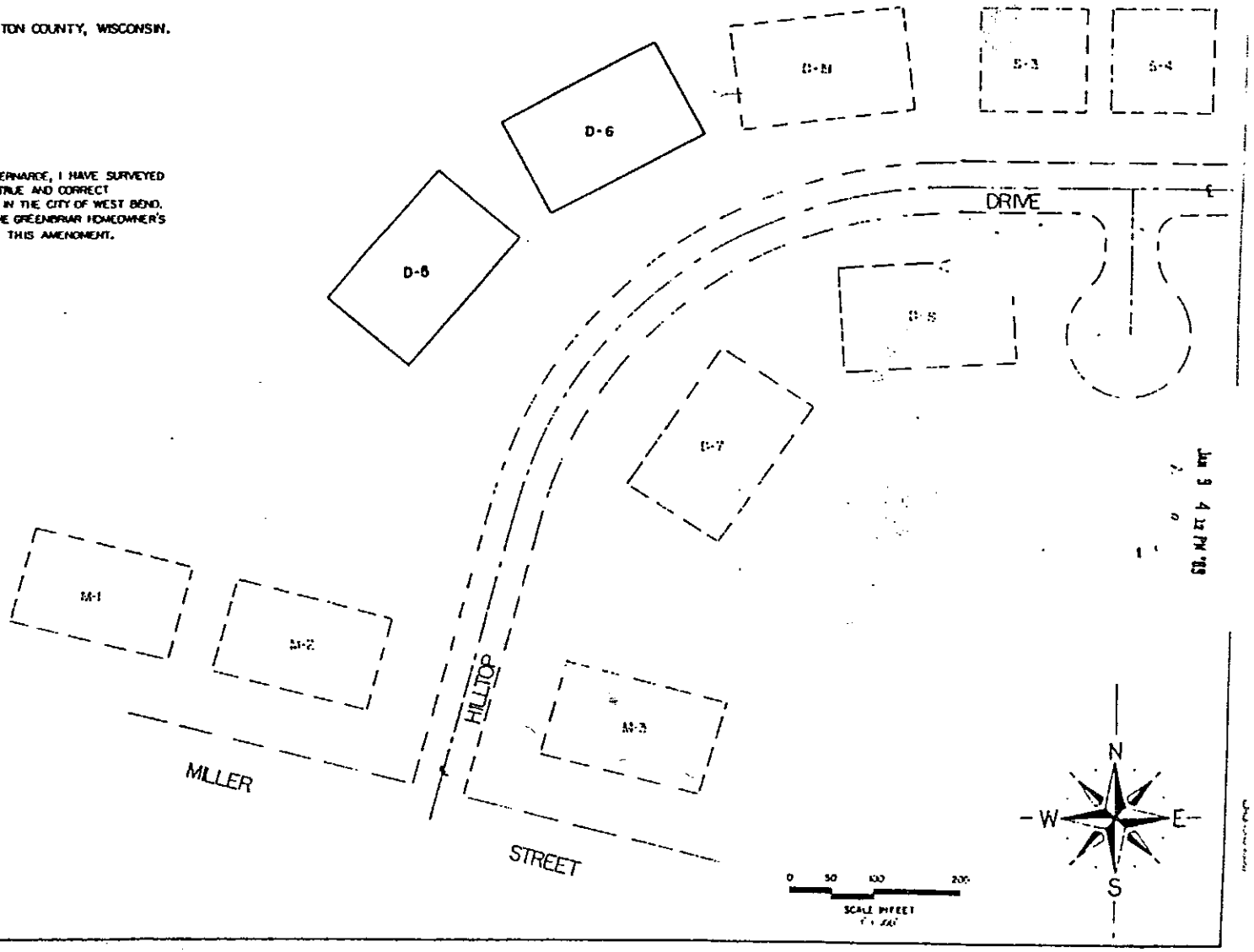
DATED THIS 7th DAY OF JULY, 1988.

CITIZENS/WEIS CORPORATION

Ronald A. Weis

RONALD A WEIS S-1215

WISCONSIN RONALD A WEIS S-1215 SURVEYOR



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I, Terry J. Aceto, being the President of Greenbriar Home Owners Association of West Bend, Inc. (the "Association") do hereby certify that:

1. The owners of at least sixty seven percent (67%) of all units have consented to and approved of this Restated Declaration in writing.

2. The holders of any and all mortgages on the units for which consent has been given have also consented in writing to this Restated Declaration.

3. The signed consents and approvals are on file with the Secretary of the Association.

Signed this 8th day of June, 1993.

Terry J. Aceto, President

Attest:

Bernice Hron, Secretary

This instrument was drafted by
Atty. Aldwin H. Seefeldt
of
SCHLOEMER, ALDERSON,
SEEFELDT, & SPELLA, S.C.
Corner of Sixth & Hickory
West Bend, WI 53095

Signatures of Terry J. Aceto and Bernice Hron

authenticated this 8th day of June, 1993

Joan R. Beck
Title: Member, State Bar of Wisconsin