AMENDED AND RESTATED CONDOMINIUM DECLARATION
OF
FAIRFIELD PLACE, A CONDOMINIUM

640 Pewaukee Road
Pewaukee, Wisconsin 53072

3884173

REGISTER OF DEEDS
WAUKESHA COUNTY, WI
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Register of Deeds

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Declarant

FAIRFIELD PLACE ASSOCIATION LTD
640 Pewaukee Road
Pewaukee, Wisconsin 53072

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Prepared By

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678 Pewaukee Road Unit E
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AMENDED AND RESTATED CONDOMINIUM DECLARATION
FOR
FAIRF1ELD PLACE, A CONDOMINIUM

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

1. **STATEMENT OF DECLARATION.**

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

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

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

2. **NAME.**

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

3. **LEGAL DESCRIPTION.**

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

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

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

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

5. IDENTIFICATION OF UNITS

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

6. RESTRICTIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. COMMON ELEMENTS AND FACILITIES.

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

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

8. LIMITED COMMON ELEMENTS.

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

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

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

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

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

10. ASSOCIATION OF UNIT OWNERS.

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

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

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

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

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

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

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

11. REPAIRS AND MAINTENANCE.

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

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

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

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

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

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

13. DESTRUCTION AND RECONSTRUCTION

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

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

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

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

14. INSURANCE.

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

15. LIABILITY FOR COMMON EXPENSES

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

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

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

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

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

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

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

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

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

16. PARTITION. SUBDIVISION: CONVERSION TO CONDOMINIUM

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

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

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

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

18. EASEMENTS, RESERVATIONS AND ENCROACHMENTS

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

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

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

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

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

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

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

20. AMENDMENTS TO DECLARATION.

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

21. NOTICES.

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

22. RESIDENT AGENT

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

23. MORTGAGEE RIGHTS.

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

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

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

(a) voting rights;

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

(c) reserves for maintenance and repairs;

(d) responsibility for maintenance and repairs;

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

(f) redefinition of any unit boundaries;

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

(h) insurance or fidelity bond;

(i) leasing of units;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

24. NUMBER AND GENDER.

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

25. CAPTIONS.

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

26. SEVERABIUTY.

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

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

Michael D. Janas

Subscribed and sworn before me this 16th day of January 2012.

NOTARY PUBLIC
VALERIE FREEMAN
STATE OF WISCONSIN

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

This Instrument was drafted by:

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

EXHIBIT A

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

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

thence southeasterly along the arc of a curve to the left 133.34 feet, said curve having a radius of 73.00 feet and a chord bearing S 60*54*19" E. 115.56 feet, this point also referred to as Point A; thence N 66*45*59" E. 22.76 feet; thence southeasterly along the arc of a curve to the right 60.64 feet, said curve having a radius of 76.82 feet and o chord bearing N B9*22'43" E. 59.07 feet; thence S 68*00*33" E, 24.42 feet; thence southwesterly along the arc of o curve to the right 202.74 feet, said curve having o radius of 76.70 feet and a chord bearing S 07*42*42" W. 148.67 feet; thence S 83*25'57*> W. 261.07 feet; thence southwesterly along the arc of o curve to the left 48.95 feet, said curve having a radius of 152.50 feet and o chord bearing S 7414*14" W, 48.74 feet, this point also referred to as Point B; thence S 65*02*31" W. 172.39 feet; thence northwesterly along the ore of a curve to the right 143.57 feet, said curve having o radius of 76.30 feet and o chord Dearing N 61*03'12" W. 123.31 feet; thence N 07-08*55" W, 93.40 feet; thence northeasterly along the arc of o curve to the right 70.27 feet, said curve having o radius of 113.[1]9 feet and a chord bearing N 10*38*12" E, 69.15 feet; thence N 28*25*18" E. 104.12 feet; thence northeasterly along the arc of a curve to the right 96.94 feet, said curve having a radius of 104.12 feet and a chord bearing N 55*05*42' *L*. 93.48 feet; thence N 81*46*05" E. 256.53 feet; thence northeasterly along the arc of a curve to the left 49.76 feet, said curve having a radius of B3.00 feet and a chord bearing N 64*35'36" E. 49.02 feet; thence N , 17-47*05" W. 102.16 feet; thence S 8212*55" W. 540.00 feet; thence S -00-24*17" E. 580.00 feet; thence S 89*40*19" E. 640.00 feet; thence N 49'31'45" E. 661.86 feet to the southerly line of C.T.H. J; thence S 7818*45" E. along said southerly line of C.T.H. J. 270.50 feet; thence S 00*24*19" E. 929.35 feet; thence N 89*40*19" W. 1541.10 feet to the Place of Beginning.

EXCEPTING THEREFROM the following described parcels of land;

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

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

Containing 36.09 Acres, more or less.

Exhibit A-1

"FAIRFIELD PLACE"
FUI LIRE EXPANSION

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

Commencing at the Southwest corner of said Section 3; thence N OQ°2-1' P" W, along the westerly line of said Southwest 1/4 of Section 3, 2353.11 feet; thence N 89°35'43" E, at a right angle, 69.34 feet to the southwesterly line of C.T.II. J; thence southeasterly along said southwesterly line of C.T.H. J, and also (he arc of a curve to the left, 1276.03 feet, said curve having a radius of 1577.89 feet and a chord bearing S 36°32'10" E, 1241.54 feet to the Place of Beginning of lands herein described; thence southeasterly along said southwesterly line of C.T.H. J, and also along the arc of a curve to the left, 512.48 feet, said curve having a radius of 1577.89 feet and a chord bearing S 69°00'29" E, 510.23 feet; thence S 49°31'45" W, 661.86 feet; thence N 89040-19" w, 640.00 feet; thence N 00°24'17" W, parallel with said westerly line of the Southwest 1/4 of Section 3, 580.00 feet; thence N 82°12'55" E, 540.00 feet; thence S 17^{C}47'05" E, 102.16 feet; thence southwesterly along the arc of a curve to the right 49.76 feet, said curve having a radius of 83.00 feet and a chord bearing S 64°35'36" W, 49.02 feet; thence S 81°46'05" W, 256.53 feet; thence southwesterly along the arc of a curve to the left 96.94 feel, said curve having a radius of' KM. 12 feet and a chord bearing S 55°05'42" W, 93.48 feet; thence S 28°25'18" W, 10-1.12 feel; thence southwesterly along the arc of a curve to the left 70.27 feet, said curve having a radius of 113.19 feet and a chord bearing S J0°38'12" W, 69.15 feet; thence S 07°08'55" E, 93.40 feet; thence southeasterly along the arc of a curve to the left 143.57 feet, said curve having a radius of 76.30 feet and a chord bearing S 6!°03' 12" E, 123.31 feet; thence N 65°02'3r E, 172.39 feet, this also being known as Point "B"; thence northeasterly along the arc of a curve to the right 48.95 feet, said curve having a radius of 152.50 feet and a chord bearing N 74°14'14" E, 48.74 feel; (hence N 83°25'57" E, 261.07 feet; thence northeasterly along the arc of a curve to the left 202.74 feet, said curve having a radius of 76.70 feet and a chord bearing N 07°42'42" E, 148.67 feet; thence N 68°00'33" W, 24.42 feet; thence northwesterly along the arc of a curve to the left 60.64 feet, said curve having a radius of 76.82 feet and a chord bearing S 89°22'43" W, 59.07 feet; thence S 66°45'59" W, 22.76 feet, this also being known as Point "A"; thence northwesterly along the arc of a curve to the right 133.34 feet, said curve having a radius of 73.00 feet and a chord bearing N 60°54' IT W, 115.56 feet; thence N 08°34'38' W, 24.50 feel; thence northeasterly along the arc of a curve to the right 38.50 feet, said curve having a radius of 28.00 feet and a chord bearing N 30°48'53" E, 35.54 feet; thence northeasterly along the arc of a curve to the left 48.20 feet, said curve having a radius of 127.(X) feet and a chord bearing N .•59"20'02" *II,* 47.91 feet; thence N 48°27'3Q- K. 1 17.52 feet to the Place of Bi

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

Also Commencing at sand Point B. thence N 24°57'29" W, 32.00 feet to the Place of Beginning of lands herein described; thence thence S 65°02'31" W, 172.39 feet; thence northwesterly along the arc of a curve to the right 83.36 feet, said curve-having a radius of 44.30 feet and a chord bearing N 61°03' 12" W, 71.59 feet; thence N 07°08'55[1] W, 93.40 feet; thence northeasterly along the arc of a curve to the right 50.40 feet, said curve having a radius of 81.19 feet and a chord bearing N 10°38'12" E, 49.60 feet; thence N 28°25'18" E, 104.12 feet; thence northeasterly along the arc of a curve to the right 67.15 feet, said curve having a radius of 72.12 feet and a chord bearing N 55°05'42" E, 64.75 feet; thence N 81°46'05" E, 94.98 feet; thence S 30°46'05" W, 53.82 feet; thence S 19°13'55" E, 87.55 feet; thence S 55°03'52" W, 28.40 feet; thence S 24°57'2?" E, 110.72 feel lo the Place of Beginning.

Containing 9.591 Acres, more or less.

DOCUMENT NO.
2036832

STATE BAR OF WISCONSIN FORM 3—1962
QUIT CLAIM DEED

2036832
THIS SPACE RESERVED FOR RECORDING DATA

REGISTER'S OFFICE
WAUKESHA COUNTY, WIS } SS

95 MAY -8 AM 9:59
REEL 2064 IMAGE 0633

REGISTER OF DEEDS

Lake Park Development Corporation

quit-claims to Fairfield Place, Inc.

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

RETURN TO LAKE PARK
11501 W. North Ave
Wauwatosa 53226

Tax Parcel No: 902.996

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

FEE
77.25 (15)
EXEMPT

Rec 12-

This is not homestead property.
XXX (is not)

Dated this 3rd day of May 19 95

LAKE PARK DEVELOPMENT CORPORATION

(SEAL)

Robert A. Patch, President

(SEAL)

(SEAL)

(SEAL)

AUTHENTICATION

Signature(s)

authenticated this ..... day of ....., 19.....

NOTARY PUBLIC
MICHAEL M. KRILL
STATE OF WISCONSIN

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

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

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

ACKNOWLEDGMENT

STATE OF WISCONSIN } ss.
Waukesha County.

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

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

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