FINAL

Lee Bergelin
Shorewest
REALTORS
11622 W. North Avenue
Wauwatosa, WI 53226
(414) 476-9070 x338

DECLARATION OF CONDOMINIUM
for
WILLOW BROOK CONDOMINIUM

V.K. DEVELOPMENT CORPORATION, a Wisconsin corporation (the "Declarant"), does hereby declare that the real estate described below is subject to the Wisconsin Condominium Ownership Act. The said real estate and all the improvements now or subsequently placed thereon and all appurtenant rights shall be known and described as Willow Brook Condominium (the "Condominium"). The address of the Condominium shall be W 17500 River Birch Drive, Brookfield, Wisconsin.

1. Description of Land. The land which is the subject of this Declaration and upon which the buildings and improvements are and will be located (the "Land") is in the City of Brookfield, Waukesha County, Wisconsin, and is more particularly described on Exhibit A, attached hereto. A survey of the Land, showing the boundaries of the Condominium, is contained in the Willow Brook Condominium Plat (the "Condominium Plat").

2. Description of Buildings. Four (4) buildings are in the process of construction or will be constructed upon the Land located as shown on the Condominium Plat filed for record in the office of the Register of Deeds for Waukesha County, Wisconsin, and incorporated herein by reference.

The buildings will be two-story and constructed of brick and/or brick and cedar or stucco siding. Two (2) of the buildings will contain eight (8) individual dwelling units and two (2) of the buildings will contain 24 individual dwelling units.

3. Description of Units.

(a) Two (2) of the buildings will contain eight (8) units each ("Gardens Units") and two (2) of the buildings will contain one unit ("Greens Units") (the Gardens Units and the Greens Units, are collectively referred to as "Units"). Units are identified by number as indicated on the Condominium Plat. Each Unit and the approximate area, location, number of rooms, appurtenant limited common elements and immediate common area to which it has access are shown on the survey and set of floor plans included in the Condominium Plat. Working drawings and general specifications for the project are on file at the office of Declarant.

(b) The boundaries of each Gardens Unit shall consist of that part of each building as follows:

(i) the vertical or perimetrical boundaries of the Gardens Unit shall be the plane of the outer surface of the drywall (being the first layer of double drywall as to common walls between Gardens Units), the plane of the outside faces of doors and windows contained in such vertical boundaries and the inside face of the concrete block in the basement, extended in each case to an intersection with the upper and lower boundaries; and

(ii) the upper boundary of the Gardens Unit shall be the plane of the outer surface of the ceiling drywall and the lower boundary shall be the plane of the upper surface of the concrete slab in the basement.

(c) The boundaries of the Greens Units shall consist of that part of each building as follows:

(i) the vertical or perimetrical boundaries of the Greens Unit shall be the plane of the inner surface of the brick, masonry or stucco facing of the building, extended to an intersection with the upper and lower boundaries; and

(ii) the upper boundary of the Greens Unit shall be the plane of the outer surface of the ceiling drywall and the lower boundary shall be the plane of the upper surface of the concrete slab in the underground garage.

(d) Each Gardens Unit shall contain one or more bedrooms, one or more baths, living room and dining area, kitchen, central furnace, central air conditioning unit and water heater and may include a den, office and/or balcony. The Gardens Units will vary in size from approximately 1322 square feet to approximately 1950 square feet. The Gardens Units identified on the Condominium Plat by Unit numbers containing B and G may be enlarged from approximately 1750 square feet (as shown) to as large as approximately 1950 square feet when constructed by the Declarant. If such Units are constructed other than as shown on the Condominium Plat, the Declarant shall record an amendment to the Condominium Plat, to show the as built dimensions of such Gardens Units, and an amendment to Exhibit B of this Declaration to reflect the approximate fair market value of such Gardens Units.

(e) Each Greens Unit shall contain either 22 or 24 dwelling units containing one or more bedrooms, one or more baths, living room and dining area, kitchen, water heater and heating and cooling systems.

(f) Any utility lines and plumbing equipment located outside of Units, and any utility lines and plumbing equipment contained inside the boundaries of a particular Unit but which service a different Unit, are common elements and shall be repaired and maintained by and at the expense of the Willow Brook Condominium Association, Inc. (the "Association") acting through the Greens Subcommittee and the Gardens Subcommittee, as described in section 11(b) of this Declaration, except as otherwise provided in this Declaration or the By-Laws of the Association. The furnace, air conditioning unit and water heaters for each Unit, irrespective of their location, are part of the respective Unit serviced by said items and shall be repaired and maintained by and at the expense of the owner of said Unit.

(g) If any portion of the common or limited common elements shall encroach upon any Unit, or if any Unit shall encroach upon any other Unit or upon any portion of the common or limited common elements as a result of the duly authorized construction, reconstruction or repair of a building, or as a result of settling or shifting of a building, a valid easement for the encroachment and for its maintenance shall exist so long as the building stands. The existing physical boundaries of a Unit or common elements constructed or reconstructed in substantial conformity with the Condominium Plat shall be conclusively presumed to be its boundaries, regardless of the settling or shifting of the building and regardless of minor variations between the physical boundaries described in this Declaration or shown on the Condominium Plat and the existing physical boundaries of any such Unit or common element.

(h) No Unit in the Condominium shall be subdivided in any manner that will create additional Units in the Condominium or create units in any other condominium. This prohibition against subdivision of the Units is required as a condition of the City of Brookfield for approval of the zoning necessary to construct the Condominium and this prohibition may be enforced by the City of Brookfield.

4. Description of Common Elements. The common elements shall include all of the Condominium except its Units and shall include, but not be limited to, the following: all portions of the buildings not contained within the Units, the land, roadways, driveways, sidewalks, garages, entryways, and the private driveway described below. The common elements shall be operated, repaired and maintained by and at the expense of the Association, except as otherwise provided in this Declaration or the By-Laws of the Association. The common element are subject to the Declarant's right to add additional buildings

containing additional Units to the Condominium pursuant to section 14(b) of this Declaration.

Access to the Condominium from Calhoun Road and Burleigh Road shall be provided by a private roadway which is a part of the common elements of the Condominium. The private roadway is subject to an easement recorded on August 24, 1993, in the office of the Register of Deeds for Waukesha County (the "Easement"). The Easement grants the right of ingress and egress across the private roadway to the apartment development adjacent to the Condominium ("The Court") and governs the maintenance of the roadway and the allocation of the costs of maintenance between the Condominium and the Court.

The Common Elements are also subject to an access easement from the private roadway to The Court, under which The Court is solely responsible for maintenance of the driveway located on the access easement area.

5. Description of Limited Common Elements. The following common elements are assigned to and limited to the use of Units as follows (the "limited common elements"):

(a) the one or two-car garage attached to each Gardens Unit and the driveway serving such garage, as shown on the Condominium Plat, are reserved for the exclusive use of that Gardens Unit or, in the case of a driveway that serves more than one Gardens Unit, such driveway shall be reserved for the joint exclusive use of such Gardens Units;

(b) the patio or deck adjacent to each Gardens Unit, as shown on the Condominium Plat, is reserved for the exclusive use of such Gardens Unit and the patios and balconies adjacent to each Greens Unit, as shown on the Condominium Plat, are reserved for the exclusive use of such Greens Unit;

(c) the driveway providing access to the underground parking garage in each Greens Unit, as shown on the Condominium Plat, is reserved for the exclusive use of such Greens Unit; and

(d) the sidewalk leading from the driveway in front of a Gardens Unit to the entryway of such Gardens Unit and the entryway itself, as shown on the Condominium Plat, are reserved for the exclusive use of such Unit, and where a sidewalk and stoop serve two Gardens Units, the sidewalk and stoop are reserved for the exclusive common use of such Units, and

(e) excepting the limited common elements described above and the private roadway subject to the Easement, the land and the driveways, sidewalks, buildings and all other common elements located northwest of a line shown on the Condominium Plat are reserved for the exclusive use of the Gardens Units (the "Gardens Limited Common Elements") and the land, driveways, sidewalks, buildings and all other common elements located southeast of such line are reserved for the exclusive use of the Greens Units (the "Greens Limited Common Elements").

6. Percentage Interests, Voting and Assessments.

(a) The undivided percentage of interest in the common elements (including limited common elements) appurtenant to each Unit is based upon the approximate fair market value of each Unit (as determined by the Declarant) as of the date of the recording of this Declaration or any amendment thereto and is set forth on Exhibit B attached hereto.

(b) There shall be one vote in the Association appertaining to each Gardens Unit. Each Greens Unit shall have the number of votes in the Association appertaining to such Greens Unit equal to one-third times the number of dwelling units located in such Greens Unit (i.e., 1/3 x 24 dwelling units equals 8 votes in the Association). The total number of votes appurtenant to all of the Greens Units shall equal the total number of votes appurtenant to all of the Gardens Units. Each Unit shall have the same number of votes appurtenant to such Unit in the Greens Subcommittee or the Gardens Subcommittee described in Article V of the By-Laws of the Association, as votes in the Association.

(c) All funds for the payment of common expenses attributable to all Units and for the creation of reserves for the payment of future common expenses attributable to all Units shall be obtained by assessments against the owner of each Unit. Common expenses attributable solely to the Gardens Units and the Gardens Limited Common Elements shall be assessed equally against the owner of each Gardens Unit and common expenses attributable solely to the Greens Units and the Greens Limited Common Elements shall be assessed equally against the owner of each Greens Unit, as more fully described in Article VI of the By-Laws of the Association. Sixty percent of the expenses allocated to the Condominium pursuant to the Easement shall be assessed against the Greens Units and 40% of such expenses shall be assessed against the Gardens Units. Subsequent to the first conveyance of a Unit by the Declarant to a purchaser, Declarant's obligation for assessments shall be as follows:

(i) for each completed Unit owned by Declarant, Declarant shall pay monthly assessments to the Association on the same basis as any other Unit owner; and

(ii) for such period of time as there are uncompleted Units in the Condominium owned by Declarant, Declarant shall have the option of either paying monthly assessments to the Association for each uncompleted Unit owned by Declarant on the same basis as any other Unit owner, or paying to the Association the difference between the aggregate amount of the monthly assessments assessed against all owners of completed Units (including Declarant) and the actual monthly expenses incurred by the Association. The Declarant shall not be required to make any payments into the reserve accounts established by the Association.

For purposes of Declarant's obligations for assessments, a "completed" Unit shall be a Unit for which the City of Brookfield has issued an occupancy permit. Until such time as a Unit is completed, Declarant, and not the Association, shall be responsible for all insurance premiums and other costs related to such Unit.

7. Residential Use. All Units are intended for and shall be restricted to use for residential purposes only.

8. Service of Process. The resident agent for the Condominium shall be Vincent Kuttemperoor. Service of process shall be made upon the Declarant at 240 Regency Court, Waukesha, Wisconsin 53186 as to matters provided in the Wisconsin Condominium Ownership Act until all Units have been sold, conveyed and paid for or until the first meeting of the Unit owners, at which time the Association may designate a successor by vote of a simple majority of a quorum present at any meeting (members or Board of Directors) of the Association.

9. Damage or Destruction. In the event the Condominium is destroyed or damaged in an amount in excess of 20% of the replacement cost of the entire Condominium, and insurance proceeds, if any, constitute less than 80% of the cost of completing repair or reconstruction, action by the Association by vote of a majority of Unit owners taken within 90 days after such damage or destruction shall be necessary to determine not to repair or reconstruct the Condominium as more fully described in section 3, Article VI of the By-Laws. Damage or destruction to a lesser extent, and damage or destruction to a greater extent but for which insurance proceeds are equal to or greater than 80% of the cost of completing repair or reconstruction, shall be repaired and reconstructed

pursuant to arrangement by the Board of Directors of the Association as provided in said section of the By-Laws.

10. Leases. The dwelling units located in the Greens Units will be rented as individual apartments by the owner of such Greens Units. The Gardens Units shall not be leased for a period of less than one year. Prior to leasing a Gardens Unit, the owner of such Gardens Unit shall deliver to the Association and the Gardens Subcommittee written notice of the name of any person leasing such Gardens Unit and the commencement and termination dates of the lease.

11. Further Matters.

(a) All present and future owners of Units, tenants of such owners and any other occupants of Units, employees of owners, or any other persons that in any manner use or come upon the Condominium or any part thereof shall be subject to and shall comply with the provisions of this Declaration, the Articles of Incorporation of the Association (the "Articles"), and the By-Laws and rules and regulations of the Association, as these instruments may be amended from time to time. The acceptance of a deed or conveyance, or the entering into of a lease, or the entering into occupancy of any Unit shall constitute an acceptance by such owner, tenant or occupant of the provisions of such instruments, as they may be amended from time to time. The provisions contained in such instruments shall be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and fully stipulated in each deed, conveyance or lease thereof. The enforcement may be by such judicial proceedings as the Board of Directors of the Association may deem appropriate as well as by the provisions of the Wisconsin Condominium Ownership Act.

(b) Certain powers of the Association have been delegated to the Greens Subcommittee and the Gardens Subcommittee, as described in Article V of the Bylaws. However, the Association shall retain all authority to establish and enforce the standards for the exterior maintenance of the buildings, the maintenance of the lawns and landscaping that are not limited common elements of a single unit and to approve any buildings (other than buildings containing units), structures or similar improvements constructed on the Land. The Association shall also have the authority to mediate any disputes between the Greens Subcommittee and the Gardens Subcommittee and the decision of the Association shall be final and binding on the Subcommittees, subject to section 11(c) below.

(c) If the owners of the Greens Units and the Gardens Units or the members of the Association's Board of Directors cannot resolve a voting deadlock, at any meeting of the members of the Association or the Board of Directors of the Association, the Declarant further reserves the right to arbitrate any such deadlock and the Unit owners agree that any voting impasse that is not resolved within 30 days after any meeting of the unit owners or the Board of Directors of the Association at which such impasse occurs shall be submitted to the Declarant for resolution and the Declarant's decisions shall be final and binding upon the Association, the Association's Board of Directors and all Unit owners.

(d) The Declarant hereby reserves the right for a period of ten years from this date to cause one or more of the Units it owns to be maintained as a model unit, and to maintain a sales office in the Condominium, at a location selected by Declarant, and to display such models and the common elements of the Condominium for purposes of selling Units in the Condominium or in other projects of the Declarant.

(e) Rules and regulations (in addition to the By-Laws) concerning the use of the Units and the common and limited common elements, including provisions concerning the keeping of pets, may be promulgated and amended by the Board of Directors of the Association, the Greens Subcommittee and the Gardens Subcommittee. Copies of such rules and regulations shall be furnished by the Board of Directors of the Association to each Unit owner prior to their effective date.

(f) The Declarant hereby reserves for the Association acting by and in the discretion of its Board of Directors, the right to grant and/or dedicate to the City of Brookfield, Wisconsin, the County of Waukesha, Wisconsin, or public or semi-public utility companies (including cable television companies), easements and rights-of-way (and any and all improvements contained therein) for the erection, construction and maintenance of all poles, wires, pipes and conduits for the transmission of electricity, gas, water, telephone, cable television and for other purposes, for sewers, storm water drains, gas mains, water pipes and mains, and similar service, and for performing any public or quasi-public utility function that the City of Brookfield or Waukesha County shall require or that the Board of Directors may deem fit and proper for the improvement and benefit of the Condominium. Such easements and rights-of-way shall be confined, so far as possible, in underground pipes or other conduits, with the necessary rights of ingress and egress and with the rights to do whatever may be necessary to carry out the purposes for which the easement is created.

(g) The Declarant hereby further reserves for itself and its successors and assigns, for a period of ten years following the date of recording of this Declaration, access to and the right to connect to any of the above-described underground pipes or other conduits for the improvement and benefit of future development phases as described in section 14(b) of this Declaration or any development of property adjacent to the Land.

(h) The Declarant hereby further reserves for itself and its successors and assigns, for a period of ten years following the date of recording of this Declaration, a right of access over, across and through the Property for purposes of transporting construction materials, for making underground or aboveground utility connections and/or for any other reasonable use related to the construction of buildings and units in the future development phases as described in section 14(b) of this Declaration, whether or not such future phases are added to the Condominium, and for the development of any land adjacent to the Condominium. Any exercise of this right shall not constitute a nuisance.

(i) The Condominium is a part of a planned development containing the Condominium and The Court apartments. In order to preserve the value of the Condominium and The Court and to ensure that the entire development is maintained in a first-class condition, the Declarant further reserves the right to enforce the Association's obligation to maintain the Condominium in a first-class condition.

(j) All terms used in this Declaration shall have the same meaning as used or defined in the Wisconsin Condominium Ownership Act unless the context of this Declaration requires or specifically provides otherwise.

12. Additional Rights of Lenders.

(a) As to the holder of any mortgage or land contract vendor or insurer or guarantor of any mortgage (the "Lender") of a Unit which has notified the Association in writing delivered or mailed by certified mail to the place for service of process stated in section 8 of this Declaration that it desires to receive notice of the following matters:

(i) The Board of Directors shall give the Lender written notice by mail 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 this Declaration, the Articles or the By-Laws.

(ii) The Board of Directors shall give the Lender by mail a copy of the notice of default which is given to any Unit owner on any failure to comply with or violation of any of the provisions of this Declaration, the Articles, the By-Laws and rules and regulations promulgated thereunder, and any amendments thereto, simultaneously with the giving of required notice to any Unit owner which shall be not later than within 30 days of such failure.

(iii) The Board of Directors shall notify the Lender of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

(iv) The Board of Directors shall notify the Lender of physical damage to structure, fixtures or equipment of a Unit in an amount exceeding $10,000 when such damage is known to the Board of Directors and shall notify all Lenders if common elements of the Condominium are damaged in an amount exceeding $20,000. The Board shall also notify the Lender in writing of any condemnation proceedings concerning the Condominium.

(v) The Board of Directors shall permit the Lender to examine during normal business hours books and records of the Association and its Subcommittees (including current copies of this Declaration, Association By-Laws, and all rules and regulations promulgated thereunder) and upon request shall furnish the Lender annual reports and such other financial data (including audited financial statements) as it sends to Unit owners.

(b) Unless two-thirds of the number of holders of first mortgages on Units (based on one vote for each mortgage held) and all owners of affected Units have given their prior written approval, or unless the Association obtains such higher proportion of consent as may be required by the Wisconsin Condominium Ownership Act, the Association shall not:

(i) change the undivided percentage interest in the common elements of the Condominium appertaining to each Unit (except as provided in section 14(b) of this Declaration);

(ii) partition or subdivide any Unit of the Condominium;

(iii) by act or omission, seek to partition, subdivide, encumber, sell or transfer the common elements, except that the granting of easements for public utilities or for other public purposes consistent with the

intended use of the common elements by the Condominium shall not be deemed a transfer within the meaning of this clause; or

(iv) use hazard insurance proceeds for losses to any condominium property (whether to Units or to common elements) for other than the repair, replacement or reconstruction of such condominium property.

(c) Unless all holders of first mortgages on Units shall have given their prior written approval, the Association shall not by act or omission seek to abandon the condominium status of the Condominium except as provided in section 9 of this Declaration.

(d) Notwithstanding the provisions of section 14 of this Declaration, this section shall not be amended unless all Lenders have given their prior written approval.

13. Modification of Floor Plans. Declarant hereby reserves the right to alter, expand, decrease and/or otherwise modify the size and/or floor plans of any Unit during the course of construction of such Unit and to make adjustments to the location of additional buildings constructed pursuant to section 14(b) subject to any required City of Brookfield approvals. In the event any Unit or building, as constructed, is materially different from the plans for such Unit or the location of such contained in the Condominium Plat, Declarant shall file an amendment to the Condominium Plat showing the actual dimensions and floor plans for such Unit or actual location of such building.

14. Amendment of Declaration.

(a) This Declaration may be amended with the written consent of at least two-thirds of the Gardens Unit owners and two-thirds of the Greens Unit owners, provided that the mortgagee (if any) of any consenting owner must also consent to such amendment.

(b) This Declaration may also be amended by the Declarant to change or alter the percentage of ownership in the common or limited common elements where the Declarant alters such percentage in accordance with this section.

Declarant presently intends to construct a maximum of eleven additional buildings upon the Land in one or more phases containing a maximum of 4 additional Greens Units with two buildings containing 22 individual dwelling units each and two buildings containing 24 individual dwelling

units each and 56 additional Gardens Units in seven buildings containing eight Units each (the "Expansion Units"). The general design and quality of construction of the buildings shall be substantially similar to those included in this Declaration.

Without making any representation hereby that Declarant or any other party can or will undertake such construction and notwithstanding the provisions of section 14(a) hereof, Declarant reserves the absolute and unqualified right for Declarant, its successors and assigns on behalf of each Unit owner of the Condominium to amend this Declaration at any time and from time to time within ten years from date hereof to add to the Condominium all or any part of the Expansion Units. In the event of any such addition, the undivided percentage interest in the common elements (after addition of Expansion Units) appertaining to each of the Units in the Condominium shall be determined by the following formula:

$$\frac{\text{approximate fair market value of Unit}}{\text{total approximate fair market value of all declared Units}} = \text{undivided percentage interest appertaining to a Unit}$$

Declarant shall determine the approximate fair market value of each Unit at the time any Units are added to the Condominium pursuant to this section 14(b). In so doing, Declarant shall exercise reasonable judgment and act in good faith, taking into account property tax valuations of existing Units and other readily available and relevant information.

Likewise, the votes in the Association appertaining to the Greens Units shall be determined by the following formula:

$$\text{number of votes appertaining to a Greens Unit} = \text{number of dwelling units in a Greens Unit} \times \frac{\text{number of Garden Units}}{\text{total number of dwelling units in all Greens Units}}$$

Declarant shall determine the percentage interest and votes in the Association appertaining to each Unit after the addition of any additional Units and its determination shall be final and binding on all parties.

Liabilities for common assessments, rights to common surpluses and the number of votes appertaining to Units added to the Condominium pursuant to this provision shall be the same as for those units declared to be a part of the Condominium by this Declaration. Declarant may assign in whole or in part, absolutely or for purposes of security, by a written assignment for that purpose, all such powers of amendment. Each unit owner, by acceptance of a condominium deed to a Unit, shall thereby appoint Declarant and its successors and assigns as attorney-in-fact with irrevocable power coupled with an interest to execute and deliver an amendment in accordance with the foregoing provisions.

15. Successors and Assigns. All rights granted to or reserved by Declarant hereunder shall be similarly granted to or reserved by and for the benefit of Declarant's successors and assigns.

IN WITNESS WHEREOF, this document has been executed this 27th day of October, 1993 by Declarant.

V.K. DEVELOPMENT CORPORATION

BY Vincent T. Kuttemperoor

Vincent Kuttemperoor, President

State of Wisconsin)
: SS
Waukesha County)

This instrument was acknowledged before me this 27th day of October, 1993 by Vincent Kuttemperoor, as President of V.K. Development Corporation.

[Seal]

NOTARY PUBLIC MICHELLE McDONALD STATE OF WISCONSIN

Michelle McDonald
(Michelle McDonald)
Notary Public, State of Wisconsin
My commission May 15, 1994

This instrument was drafted by and after recording should be returned to:

David M. Sanders, Esq.
Reinhart, Boerner, Van Deuren,
Norris & Rieselbach, s.c.
1000 North Water Street,
Suite 2100
Milwaukee, WI 53202

EXHIBIT A

Legal Description
of
the Land

Willow Brook Condominium

Parcel 2 of Certified Survey Map No. 7139 recorded August 10, 1993 as Document No. 1869318, being a redivision of Lot 2 of Certified Survey Map No. 4493 and lands as being located in the Northeast 1/4 of the Northeast 1/4 and the Southeast 1/4 of the Northeast 1/4 of Section 16, Town 7 North, Range 20 East, City of Brookfield, Waukesha County, Wisconsin.

EXHIBIT B

Undivided Percentage Interest in Common Elements
Appurtenant to the Units

Unit Numbers	Approximate Fair Market Value	Undivided Percentage Interest
15	2,500,000	.3344
13	2,500,000	.3344
1-A	169,900	.0227
1-B	169,900	.0227
1-C	139,900	.0187
1-D	139,900	.0187
1-E	139,900	.0187
1-F	139,900	.0187
1-G	169,900	.0227
1-H	169,900	.0227
2-A	169,900	.0227
2-B	169,000	.0227
2-C	139,900	.0187
2-D	139,900	.0187
2-E	139,900	.0187
2-F	139,900	.0187
2-G	169,900	.0227
2-H	169,900	.0227
	7,478,400	1.000

PROPERTY LOCATION LISTING

LOCATION #	ADDRESS
1	3025 N River Birch Dr. Brookfield, WI 53045
2	3015 N River Birch Dr. Brookfield, WI 53045
3	3035 N River Birch Dr. Brookfield, WI 53045
4	2995 N. River Birch Dr. Brookfield, WI 53045
5	2985 W River Birch Dr. Brookfield, WI 53045
6	2975 N River Birch Drive Brookfield, WI 53045
7	2865 N. River Birch Drive Brookfield, WI 53045
8	2855 N River Birch Drive Brookfield, WI 53045
9	2875 N. River Birch Drive Brookfield, WI 53045
10	2885 N. River Birch Drive Brookfield, WI 53045
11	2845 N. River Birch Drive Brookfield, WI 53045
12	2895 N. River Birch Drive Brookfield, WI 53045

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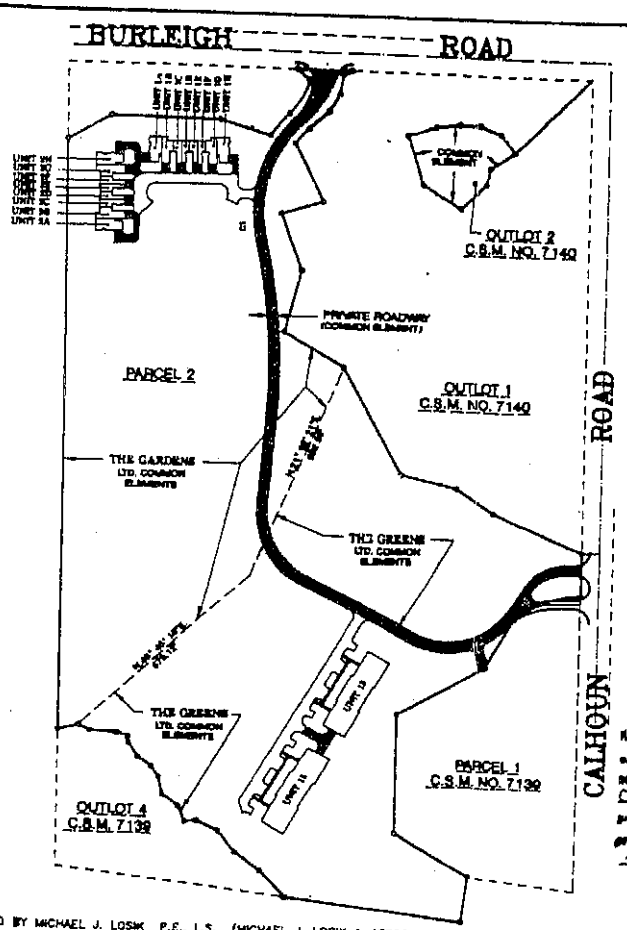
WILLOW BROOK CONDOMINIUM

CITY OF BROOKFIELD
WAUKESHA COUNTY, WISCONSIN



SCALE: 1" = 200'
0 100 200

NORTH

LEGAL DESCRIPTION:

Parcel 2 of Certified Survey Map No. 7139, recorded in the Register of Deeds Office for Waukesha County on August 10, 1993 as Document No. 1869318, being a redivision of Lot 2 of Certified Survey Map No. 4493 and lands all being located in the Northeast 1/4 of the Northeast 1/4 and the Southeast 1/4 of the Northeast 1/4 Section 16, Township 7 North, Range 20 East, City Brookfield, Waukesha County, Wisconsin, also

Outlot 2 of Certified Survey Map No. 7140, recorded in the Register of Deeds Office for Waukesha County on August 10, 1993, as Document No. 1869319, being a division of the Northeast 1/4 of the Northeast 1/4 of Section 16, Town 7 North, Range 20 East, City of Brookfield, Waukesha County, Wisconsin.

LIMITED COMMON ELEMENTS APPURTENANT TO UNITS SERVED

COMMON ELEMENTS NOT INCLUDED IN THE GREENS OR THE GARDENS LIMITED COMMON ELEMENTS AS DESCRIBED IN SECTIONS 4 AND 5(e) OF THE DECLARATION.

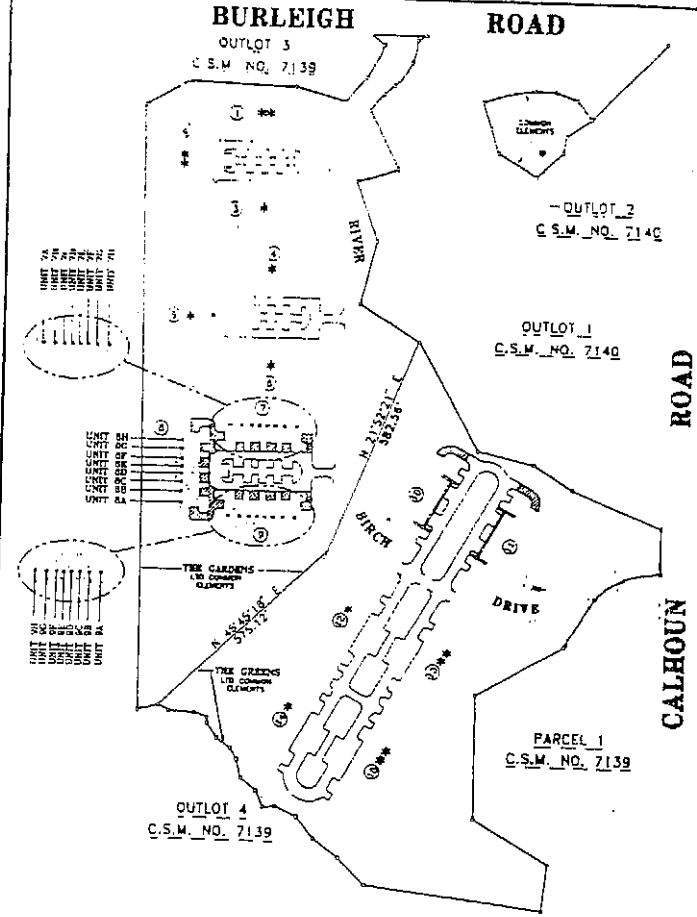
REGISTER'S OFFICE
Waukesha Co. Wis.) No. [illegible]
RECEIVED FOR RECORD THE 27 DAY
October A.D. 1993 at 2:44
BY BLOCK P.M. & RECORDED IN Vol. 2
OF Bonds OR pgs. 158-166
[illegible]

WILLOW BROOK
Residential Condominium
Waukesha County
CONDOMINIUM PLAT

Losik & Associates
(414) 544-4221

THIS EXHIBIT WAS DRAFTED BY MICHAEL J. LOSIK P.E., L.S. (MICHAEL J. LOSIK & ASSOC., INC., WAUKESHA WISCONSIN)

2087945



WILLOW BROOK CONDOMINIUM

SECOND AMENDMENT TO PLAT

CITY OF BROOKFIELD

WAUKESHA COUNTY, WISCONSIN

NORTH

GRAPHIC SCALE: 1"=200'

0 200 400

LEGAL DESCRIPTION (as contained in the original Condominium Plat)

Parcel 2 of Certified Survey Map No. 7139, recorded in the Register of Deeds Office for Waukesha County on August 10, 1995 as Document No. 1869318, being a redivision of Lot 2 of Certified Survey Map No. 4493 and lands all being located in the Northeast 1/4 of the Northeast 1/4 and the Southeast 1/4 of the Northeast 1/4 Section 16, Township 7 North, Range 20 East, City of Brookfield, Waukesha County, Wisconsin also

Outlot 2 of Certified Survey Map No. 7140, recorded in the Register of Deeds Office for Waukesha County on August 10, 1995, as Document No. 1869318, being a division of the Northeast 1/4 of the Northeast 1/4 of Section 16, Town 7 North, Range 20 East, City of Brookfield, Waukesha County, Wisconsin.

SURVEYOR'S CERTIFICATE

This Second Amendment to the Willow Brook Condominium Plat, together with the Willow Brook Condominium Plat and the First Amendment to the Willow Brook Condominium Plat, correctly represent Willow Brook Condominium and the identification and location of all units, common elements and limited common elements in Willow Brook Condominium can be determined from the Willow Brook Condominium Plat, as amended by the First Amendment and by this Second Amendment.

12/8/95
DATE

MICHAEL J. LOSIK, P.E., L.S. REGISTERED SURVEYOR 1065

2087945

NOTES

1. The floor plans of the buildings containing units 7A-7H, 8A-8H and 9A-9H, the dimensions of the units contained in such buildings and the location of the units within such buildings correspond with the floor plans for the buildings containing units 1A-1H and 2A-2H, which floor plans are a part of the Condominium Plat for Willow Brook Condominium.

2. The floor plans of the Greens units numbered 10 and 11, the dimensions of the three floors contained in such Greens units correspond with the floor plans for the Greens units numbered 12 and 14, which floor plans are a part of the First Amendment to the Willow Brook Condominium Plat.

3. * - Indicates the location of existing buildings containing units identified in the First Amendment to the Willow Brook Condominium Plat.

4. ** - Indicates the location of existing buildings containing units identified in the original condominium plat.

LIMITED COMMON ELEMENTS APPURTENANT TO UNITS SERVED

SECOND AMENDMENT TO PLAT
WILLOW BROOK
Residential Condominium
Waukesha County
CONDOMINIUM PLAT

WISCONSIN MICHAEL J. LOSIK LAND SURVEYOR

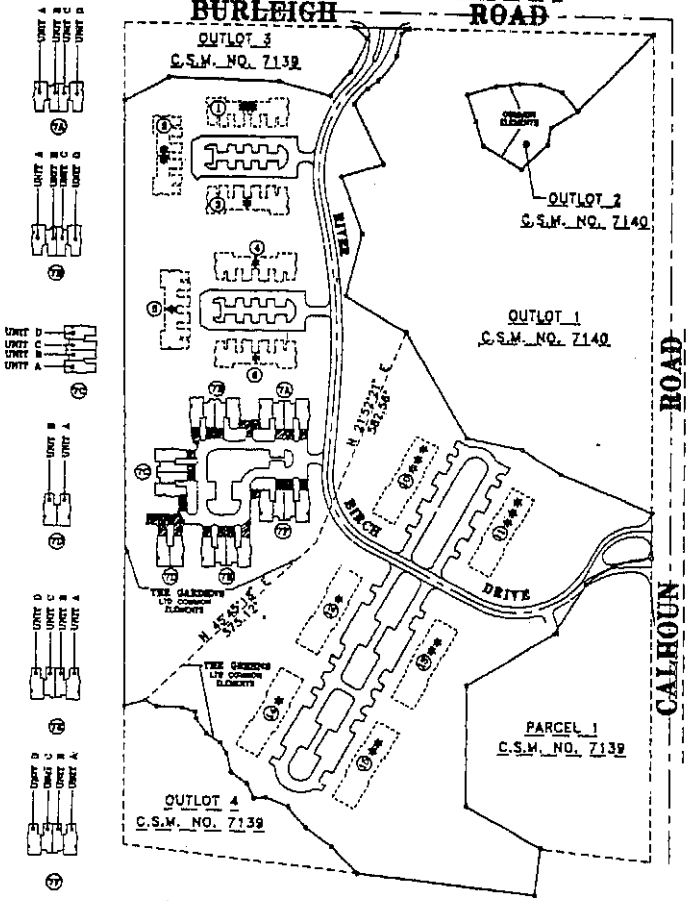
Losik & associates
Michael J. Losik & Assoc., Inc.
1717 Paramount Drive
Suite 301
Waukesha, WI 53186-3939

THIS EXHIBIT WAS DRAFTED BY MICHAEL J. LOSIK, P.E., L.S. (MICHAEL J. LOSIK & ASSOC., INC., WAUKESHA WISCONSIN)

PAGE 1 OF 1

2246151

739



WILLOW BROOK CONDOMINIUM

THIRD AMENDMENT TO PLAT

CITY OF BROOKFIELD

WAUKESHA COUNTY, WISCONSIN

NORTH

GRAPHIC SCALE: 1"=200'

0 200 400

LEGAL DESCRIPTION (as contained in the original Condominium Plat)

Parcel 2 of Certified Survey Map No. 7139, recorded in the Register of Deeds Office for Waukesha County on August 10, 1992 as Document No. 1[illegible], being a redivision of Lot 3 of Certified Survey Map No. 4400 and lands all being located in the Northeast 1/4 of the Northeast 1/4 and the Southeast 1/4 of the Northeast 1/4 Section 16, Township 7 North, Range 20 East, City of Brookfield, Waukesha County, Wisconsin also

Outlot 2 of Certified Survey Map No. 7140, recorded in the Register of Deeds Office for Waukesha County on August 10, 1992, as Document No. 1[illegible], being a division of the Northeast 1/4 of the Northeast 1/4 of Section 16, Town 7 North, Range 20 East, City of Brookfield, Waukesha County, Wisconsin.

SURVEYOR'S CERTIFICATE

This Third Amendment to the Willow Brook Condominium Plat, together with the Willow Brook Condominium Plat, the First Amendment to the Willow Brook Condominium Plat, and the Second Amendment to the Willow Brook Condominium Plat, correctly represent Willow Brook Condominium and the identification and location of all units, common elements and limited common elements in Willow Brook Brook Condominium can be determined from the Willow Brook Condominium Plat as amended by the First Amendment, by the Second Amendment and by this Third Amendment.

THIRD AMENDMENT TO PLAT
WILLOW BROOK
CONDOMINIUM
Residential Condominium
Waukesha County

[signature] 4, 1997
DATE

REGISTERED LAND SURVEYOR
MICHAEL J. LOSIK, P.E., L.S., S-1085

WISCONSIN
MICHAEL J. LOSIK
S-1085
ELM GROVE, WI
LAND SURVEYOR

NOTES

1. The floor plans of the Gardens units within buildings 7A through 7F, the dimensions of the units contained in each buildings and the location of the units within each buildings correspond with the floor plans which are a part of this Third Condominium Plat for Willow Brook Condominium.

2. * - Indicates the location of existing buildings containing units identified in the First Amendment to the Willow Brook Condominium Plat.

3. ** - Indicates the location of existing buildings containing units identified in the original Condominium Plat

4. *** - Indicates the location of existing buildings containing units identified in the Second Amendment to the Willow Brook Condominium Plat

LIMITED COMMON ELEMENTS APPURTENANT TO UNITS SERVED

Losik & associates
Michael J. Losik & Assoc. Inc.
19275 W. Capitol Drive
Brookfield, WI 53045

THIS EXHIBIT WAS DRAFTED BY MICHAEL J. LOSIK, P.E., L.S. (MICHAEL J. LOSIK & ASSOC., INC., BROOKFIELD WISCONSIN)

2016685

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

95 JAN -6 AM 8:16
REEL 2027 IMAGE 0039
REC. IMAGE

REGISTER OF DEEDS

2016685

FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM FOR WILLOW BROOK CONDOMINIUM

WHEREAS, V.K. Development Corporation, a Wisconsin corporation (the "Declarant"), as Declarant and pursuant to the Wisconsin Condominium Ownership Act, caused to be recorded a Declaration of Condominium and Condominium Plat (the "Declaration" and "Plat," respectively) subjecting certain property located in Waukesha County, Wisconsin to a condominium regime known as Willow Brook Condominium (the "Condominium") on October 27, 1993 in the Office of the Register of Deeds for Waukesha County, Wisconsin on Reel 1813, commencing at Image 1721, as Document No. 1896160; and

WHEREAS, section 14(b) of the Declaration provides that Declarant, its successors and assigns may amend the Declaration within ten years from the date thereof to add to the Condominium any buildings described in said section 14(b) and the units contained therein (the "Expansion Units"); and

Pd 18.

WHEREAS, Declarant wishes to add a portion of the Expansion Units to the Condominium; and

NOW, THEREFORE, pursuant to section 14(b) of the Declaration and section 703.26 of the Wisconsin Condominium Ownership Act, Declarant hereby amends or restates portions of the Declaration as follows:

1. A revised Exhibit B to the Declaration, stating the undivided percentage interest in the common elements appertaining to each Unit is attached hereto. All references to Exhibit B in the Declaration shall hereafter refer to the revised Exhibit B attached hereto.

2. Section 2 of the Declaration is amended to read:

> Description of Buildings. Ten (10) buildings are in the process of construction or will be constructed upon the Land located as shown on the Condominium Plat filed for record in the office of the Register of Deeds for Waukesha County, Wisconsin, and incorporated herein by reference
>
> The buildings will be two-story and constructed of brick and/or brick and cedar or stucco siding Six (6) of the

138131DMS:TH 01/04/95

buildings will contain eight (8) individual dwelling units and four (4) of the buildings will contain 24 individual dwelling units.

3. Section 3(a) of the Declaration is amended to read:

(a) Six (6) of the buildings will contain eight (8) units each ("Gardens Units") and four (4) of the buildings will contain one unit each ("Greens Units") (the Gardens Units and the Greens Units, are collectively referred to as "Units"). Units are identified by number as indicated on the Condominium Plat. Each Unit and the approximate area, location, appurtenant limited common elements and immediate common area to which it has access are shown on the survey and set of floor plans included in the Condominium Plat. Working drawings and general specifications for the project are on file at the office of Declarant.

4. Section 6(b) of the Declaration is amended to read:

(b) There shall be one vote in the Association appertaining to each Gardens Unit. Each Greens Unit shall have the number of votes in the Association appertaining to such Greens Unit equal to one-half times the number of dwelling units located in such Greens Unit (i.e., 1/2 x 24 dwelling units equals 12 votes in the Association) The total number of votes appurtenant to all of the Greens Units shall equal the total number of votes appurtenant to all of the Gardens Units. Each Unit shall have the same number of votes appurtenant to such Unit in the Greens Subcommittee or the Gardens Subcommittee described in Article V of the By-Laws of the Association, as votes in the Association.

5. Section 14(b) of the Declaration is amended to read:

(b) This Declaration may also be amended by the Declarant to change or alter the percentage of ownership in the common or limited common elements where the Declarant alters such percentage in accordance with this section.

Declarant presently intends to construct a maximum of five additional buildings upon the Land in one or more phases containing a maximum of two additional Greens Units containing either 22 or 24 individual dwelling units and 24 additional Gardens Units in three buildings containing eight Units

each (the "Expansion Units"). The general design and quality of construction of the buildings shall be substantially similar to those included in this Declaration. (The remainder of section 14(b) remains unchanged.)

IN WITNESS WHEREOF, this Amendment is dated as of this 30th day of December, 1994 by the Declarant.

V.K. DEVELOPMENT CORPORATION,
a Wisconsin corporation

BY _____
Vincent K. Kuttemperoor, President

State of Wisconsin)
: SS
Milwaukee County)

This instrument was acknowledged before me on January 5, 1995, by Vincent Kuttemperoor as President of V.K. Development Corporation.

[Seal]

_____
(DAVID M SANDERS)
Notary Public, State of Wisconsin
My commission is permanent

This document was drafted by and should be returned to:

David M. Sanders, Esq.
Reinhart, Boerner, Van Deuren,
Norris & Rieselbach, s.c.
1000 North Water Street,
Suite 2100
Milwaukee, WI 53202

EXHIBIT B

Undivided Percentage Interest in Common Elements
Appurtenant to the Units

Unit Numbers	Approximate Fair Market Value	Undivided Percentage Interest
12	$2,515,524	.1390
13	$2,515,524	.1390
14	$2,515,524	1390
15	$2,515,524	.1390
1-A	$189,900	.0105
1-B	$189,900	.0105
1-C	$144,900	.0080
1-D	$144,900	.0080
1-E	$144,900	.0080
1-F	$144,900	.0080
1-G	$189,900	0105
1-H	$189,900	.0105
2-A	$189,900	.0105
2-B	$189,900	.0105
2-C	$144,900	.0080
2-D	$144,900	.0080
2-E	$144,900	.0080
2-F	$144,900	.0080
2-G	$189,900	.0105
2-H	$189,900	.0105
3-A	$189,900	.0105
3-B	$189,900	.0105
3-C	$144,900	0080
3-D	$144,900	.0080
3-E	$144,900	.0080
3-F	$144,900	.0080
3-G	$189,900	.0105
3-H	$189,900	.0105
4-A	$189,900	0105
4-B	$189,900	.0105
4-C	$144,900	0080
4-D	$144,900	0080
4-E	$144,900	.0080
4-F	$144,900	0080
4-G	$189,900	.0105

Unit Numbers	Approximate Fair Market Value	Undivided Percentage Interest
4-H	$189,900	.0105
5-A	$189,900	.0105
5-B	$189,900	0105
5-C	$144,900	.0080
5-D	$144,900	0080
5-E	$144,900	0080
5-F	$144,900	.0080
5-G	$189,900	.0105
5-H	$189,900	.0105
6-A	$189,900	.0105
6-B	$189,900	.0105
6-C	$144,900	.0080
6-D	$144,900	.0080
6-E	$144,900	.0080
6-F	$144,900	.0080
6-G	$189,900	.0105
6-H	$189,900	.0105
	$18,097,297	1.0000

Parcel 2 of Certified Survey Map No. 7139, recorded in the Register of Deeds Office for Waukesha County on August 10, 1995 as Document No. 1869318, being a redivision of Lot 2 of Certified Survey Map No. 4493 and lands all being located in the Northeast 1/4 of the Northeast 1/4 and the Southeast 1/4 of the Northeast 1/4 Section 16, Township 7 North, Range 20 East, City of Brookfield, Waukesha County, Wisconsin also

Outlet 2 of Certified Survey Map No. 7140, recorded in the Register of Deeds Office for Waukesha County on August 10, 1995, as Document No. 1869319, being a division of the Northeast 1/4 of the Northeast 1/4 of Section 16, Town 7 North, Range 20 East, City of Brookfield, Waukesha County, Wisconsin.

SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM FOR WILLOW BROOK CONDOMINIUM

WHEREAS, V.K. Development Corporation, a Wisconsin corporation (the "Declarant") as Declarant and pursuant to the Wisconsin Condominium Ownership Act, caused to be recorded a Declaration of Condominium for Willow Brook Condominium (the "Declaration") and Condominium Plat subjecting the property described on Exhibit A attached hereto and located in Waukesha, Wisconsin to a condominium regime known as Willow Brook Condominium (the "Condominium") on October 27, 1993 in the Office of the Register of Deeds for Waukesha County, Wisconsin on Reel 1813, Images 1721 through 1737, inclusive, as Document No. 1896160; and

WHEREAS, section 14(a) of the Declaration provides that the Declaration may be amended with the written consent of at least two-thirds of the Gardens Unit owners and two-thirds of the Greens Unit owners, provided the mortgage of any consenting unit owner also consents to such amendment; and

WHEREAS, Declarant owns ___ of the 16 Gardens Units and both of the two Greens Units and Advantage Bank, S.S.B. ("Mortgagee") holds a mortgage on all of the Gardens Units and Greens Units owned by Declarant; and

WHEREAS, Declarant desires to amend the Declaration and Mortgagee consents to such amendment.

NOW, THEREFORE, pursuant to section 14(a) of the Declaration and section 703.09(2) of the Wisconsin Condominium Ownership Act, Declarant hereby amends section 3(n) of the Declaration to read as follows:

No Unit in the Condominium shall be subdivided in any manner that will create additional Units in the Condominium. However, with the prior written consent of the City of Brookfield, one or more Greens Units may be subjected to one or more additional condominium declarations to create new condominiums. The units in such new condominiums will not be Units in the Condominium and such new condominiums will remain subject to this Declaration. The prohibitions against subdivision of the Units and the requirement of prior written approval for subjecting a Greens Unit to a condominium regime are required as a condition of the City of Brookfield for approval of the zoning necessary to construct the Condominium and may be enforced by the City of Brookfield.

2246152

2246152

Document Number

THIRD AMENDMENT TO DECLARATION OF CONDOMINIUM FOR WILLOW BROOK CONDOMINIUM

Document Title

REGISTER'S OFFICE
WAUKESHA COUNTY, WIS } SS

97 SEP 18 AM 10:54

REEL 2505 IMAGE 0458

REGISTER OF DEEDS

Recording Area

Name and Return Address

Sanjay Kuttemperoor, Esq.
VK Development Corp.
19275 W. Capitol Dr.
Brookfield, WI 53045

Parcel Identification Number (PIN)

Pd
22

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clauses, legal description, etc. may be placed on this first page of the document or may be placed on additional pages of the document. Note: Use of this cover page adds one page to your document and may cause the recording fee to be increased. Wisconsin Statutes, 59.517. WRDA 2/96

THIRD AMENDMENT TO DECLARATION OF CONDOMINIUM FOR WILLOW BROOK CONDOMINIUM

WHEREAS, V.K. Development Corporation, a Wisconsin corporation (the "Declarant"), as Declarant and pursuant to the Wisconsin Condominium Ownership Act, caused to be recorded a Declaration of Condominium and Condominium Plat (the "Declaration" and "Plat," respectively) subjecting certain property located in Waukesha County, Wisconsin to a condominium regime known as Willow Brook Condominium (the "Condominium" and as described in the attached Exhibit A) on October 27, 1993 in the Office of the Register of Deeds for Waukesha County, Wisconsin on Reel 1813, commencing at Image 1721, as Document No. 1896160; and

WHEREAS, Declarant caused a First Amendment to Declaration of Condominium for Willow Brook Condominium recorded on January 6, 1995 in the Office of the Register of Deeds for Waukesha County, Wisconsin, Reel 2027, commencing at Image 0039, as Document No. 2016685; and

WHEREAS, Declarant caused a Second Amendment to Declaration of Condominium for Willow Brook Condominium recorded on December 15, 1995 in the Office of the Register of Deeds for Waukesha County, Wisconsin, Reel 2154, commencing at Image 0560, as Document No. 2087946; and

WHEREAS, section 14 (b) of the Declaration provides that Declarant, its successors and assigns may amend the Declaration within ten years from the date thereof to add to the Condominium any buildings described in said section 14 (b) and the units contained therein (the "Expansion Units"); and

WHEREAS, Declarant wishes to add a portion of the Expansion Units to the Condominium; and

NOW, THEREFORE, pursuant to section 14 (b) of the Declaration and section 703.26 of the Wisconsin Condominium Ownership Act, Declarant hereby amends or restates portions on the Declaration as follows:

1. A revised Exhibit B to the Declaration, stating the undivided percentage interest in the common elements appertaining to each Unit is attached hereto. All references to Exhibit B in the Declaration and subsequent amendments shall hereinafter refer to the revised Exhibit B attached hereto.

2. Section 2 of the Declaration is amended to read:

Description of Buildings. Eighteen (18) buildings have been constructed or will be constructed upon the Land located as shown on the Condominium Plat filed for record in the office of the Register of Deeds for Waukesha County, Wisconsin, and incorporated herein by reference.

The buildings will be two-story and constructed of brick and/or brick and cedar or stucco siding. Six (6) of the buildings will contain eight (8) individual dwelling

units each, five (5) of the buildings will contain four (4) individual dwelling units each, one (1) building will contain two (2) individual dwelling units, four (4) of the buildings will contain twenty-four (24) individual dwelling units each, one (1) of the buildings will contain twenty-two (22) individual dwelling units and one (1) of the buildings will contain twenty-three (23) individual dwelling units.

3. Section 3 (a) of the Declaration is amended to read:

(a) Six (6) of the buildings will contain eight (8) units each, five (5) of the buildings will contain four (4) units each, one (1) building will contain two (2) units, (together known as "Gardens Units") and six (6) of the buildings will contain one (1) unit each ("Greens Units") (the Gardens Units and the Greens Units, are collectively referred to as "Units"). Units are identified by number as indicated on the Condominium Plat. Each Unit and the approximate area, location, appurtenant limited common elements and immediate common area to which it has access are shown on the survey and set of floor plans included in the Condominium Plat. Working drawings and general specifications for the project are on file at the office of Declarant.

4. Section 3 (e) of the Declaration is amended to read:

(e) Each Greens Unit shall contain either twenty-two (22), twenty-three (23) or twenty-four (24) individual dwelling units containing one or more bedrooms, one or more baths, living room and dining area, kitchen, water heater and heating and cooling systems.

5. Section 3 (h) of the Declaration is amended to read:

(h) No Unit in the Condominium shall be subdivided in any manner that will create additional Units in the Condominium. However, with the prior written consent of the City of Brookfield, one or more Greens Units may be subjected to one or more additional condominium declarations to create new condominiums. The units in such new condominium will not be Units in the Condominium but will remain subject to the Declaration, as amended. The prohibitions against subdivision of the Units and the requirements of prior written approval for subjecting a Greens Unit to a condominium regime was a condition of City of Brookfield for approval of the zoning necessary to construct the Condominium and may be enforced by the City of Brookfield.

6. Section 6 (b) of the Declaration is amended to read:

(b) There shall be one vote in the Association appertaining to each Gardens Unit and 12 votes in the Association appertaining to each Greens Unit containing 24 individual dwelling units, 11.25 votes in the Association appertaining to the Greens Unit containing 23 individual dwelling units and 10.75 votes in the Association appertaining to the Greens Unit containing 22 individual dwelling units. Each Unit shall have the same number of votes appurtenant to such Unit in the Greens Subcommittee or the Gardens subcommittee described in Article V of the By-Laws of the Association, as votes in the Association.

7. Section 14 (b) of the Declaration is reinserted in its entirety subject to the modifications set forth below:

i) Second Paragraph: The second paragraph of Section 14 (b) of the Declaration is hereby deleted and replaced with the following: "Declarant has constructed and/or intends to construct a maximum of eighteen (18) buildings upon the Land in which six (6) of the buildings will contain eight (8) individual dwelling units each, five (5) of the buildings will contain four (4) individual dwelling units each, one (1) building will contain two (2) individual dwelling units, four (4) of the buildings will contain twenty-four (24) individual dwelling units each, one (1) of the buildings will contain twenty-two (22) individual dwelling units and one (1) of the buildings will contain twenty-three (23) individual dwelling units.

ii) Fifth Paragraph: The fifth paragraph of Section 14 (b) relating to the votes appertaining to the Greens Units is hereby deleted and replaced with the language in Item 6 of this Third Amendment to Declaration of Condominium for Willow Brook Condominium.

IN WITNESS WHEREOF, this Amendment is date as of the 18th day of SEPTEMBER, 1997 by the Declarant.

V.K. DEVELOPMENT CORPORATION,
a Wisconsin corporation

BY Vincent K. Kuttemperoor
Vincent K. Kuttemperoor, President

State of Wisconsin)
: ss
Waukesha County)

This instrument was acknowledged before me on September 15, 1997, by Vincent Kuttemperoor, as President of V.K. Development Corporation.

(Seal) NOTARY PUBLIC MICHELLE McDONALD STATE OF WISCONSIN

Michelle McDonald
(Michelle McDonald)
Notary Public, State of Wisconsin
My commission expires 5-10-98

This document was drafted by and should be returned to:

Sanjay Kuttemperoor, Esq.
V.K. Development Corporation
19275 W. Capitol Drive
Brookfield, WI 53045

\\Ntserver\office\WORD_95_DOCS\GARDENS\THIRD AMENDMENT TO DECLARATION.doc

EXHIBIT A

Legal Description
of
the Land

Willow Brook Condominium

Parcel 2 of Certified Survey Map No. 7139 recorded August 10, 1993 as Document No. 1869318, being a redivision of Lot 2 of Certified Survey Map No. 4493 and lands as being located in the Northeast 1/4 of the Northeast 1/4 and the Southeast 1/4 of the Northeast 1/4 of Section 16, Town 7 North, Range 20 East, City of Brookfield, Waukesha County, Wisconsin.

EXHIBIT B

Undivided Percentage Interest in Common Elements Appurtenant to the Units

Building/Unit Numbers	Approximate Fairmarket Value	Undivided Percentage Interest
10	$2,515,254.00	0.095043199
11	$2,515,254.00	0.095043199
12	$2,515,254.00	0.095043199
13	$2,515,254.00	0.095043199
14	$2,515,254.00	0.095043199
15	$2,515,254.00	0.095043199
1-A	$194,900.00	0.007364632
1-B	$194,900.00	0.007364632
1-C	$147,900.00	0.005588656
1-D	$147,900.00	0.005588656
1-E	$147,900.00	0.005588656
1-F	$147,900.00	0.005588656
1-G	$194,900.00	0.007364632
1-H	$194,900.00	0.007364632
2-A	$194,900.00	0.007364632
2-B	$194,900.00	0.007364632
2-C	$147,900.00	0.005588656
2-D	$147,900.00	0.005588656
2-E	$147,900.00	0.005588656
2-F	$147,900.00	0.005588656
2-G	$194,900.00	0.007364632
2-H	$194,900.00	0.007364632
3-A	$194,900.00	0.007364632
3-B	$194,900.00	0.007364632
3-C	$147,900.00	0.005588656
3-D	$147,900.00	0.005588656
3-E	$147,900.00	0.005588656
3-F	$147,900.00	0.005588656
3-G	$194,900.00	0.007364632
3-H	$194,900.00	0.007364632
4-A	$195,900.00	0.007402418
4-B	$195,900.00	0.007402418
4-C	$148,900.00	0.005626443
4-D	$148,900.00	0.005626443
4-E	$148,900.00	0.005626443
4-F	$148,900.00	0.005626443
4-G	$195,900.00	0.007402418
4-H	$195,900.00	0.007402418
5-A	$195,900.00	0.007402418
5-B	$195,900.00	0.007402418
5-C	$148,900.00	0.005626443
5-D	$148,900.00	0.005626443
5-E	$148,900.00	0.005626443
5-F	$148,900.00	0.005626443
5-G	$195,900.00	0.007402418
5-H	$195,900.00	0.007402418
6-A	$195,900.00	0.007402418
6-B	$195,900.00	0.007402418

THE BUILDINGS SHOWN ABOVE AS 7A THROUGH 7F, AND THE DWELLING UNITS CONTAINED THEREIN, REPRESENT THE EXPANSION UNITS WHICH ARE THE SUBJECT OF THIS THIRD AMENDMENT TO THE DECLARATION OF CONDOMINIUM

EXHIBIT B

Undivided Percentage Interest in Common Elements Appurtenant to the Units

6-C	$148,900.00	0.005626443
6-D	$148,900.00	0.005626443
6-E	$148,900.00	0.005626443
6-F	$148,900.00	0.005626443
6-G	$195,900.00	0.007402418
6-H	$195,900.00	0.007402418
7-A/A	$220,900.00	0.008347086
7-A/B	$219,900.00	0.008309300
7-A/C	$219,900.00	0.008309300
7-A/D	$219,900.00	0.008309300
7-B/A	$222,900.00	0.008422660
7-B/B	$220,900.00	0.008347086
7-B/C	$220,900.00	0.008347086
7-B/D	$220,900.00	0.008347086
7-C/A	$224,900.00	0.008498233
7-C/B	$222,900.00	0.008422660
7-C/C	$222,900.00	0.008422660
7-C/D	$222,900 00	0.008422660
7-D/A	$229,900.00	0.008687167
7-D/B	$229,900.00	0.008687167
7-E/A	$224,900.00	0.008498233
7-E/B	$224,900 00	0.008498233
7-E/C	$224,900 00	0.008498233
7-E/D	$224,900 00	0.008498233
7-F/A	$224,900 00	0.008498233
7-F/B	$224,900 00	0.008498233
7-F/C	$224,900 00	0.008498233
7-F/D	$224,900 00	0.008498233
TOTAL	$26,464,324.00	1.0

THE BUILDINGS SHOWN ABOVE AS 7A THROUGH 7F, AND THE DWELLING UNITS CONTAINED THEREIN, REPRESENT THE EXPANSION UNITS WHICH ARE THE SUBJECT OF THIS THIRD AMENDMENT TO THE DECLARATION OF CONDOMINIUM