

**DISCLOSURE MATERIALS**

**FOR**

**WILLOW BROOK GARDENS**

**Property Address:**

**2845 – 3035 North River Birch Drive**  
**Brookfield, Wisconsin 53045**

- 1. THESE ARE LEGAL DOCUMENTS COVERING YOUR RIGHTS AND RESPONSIBILITIES AS A CONDOMINIUM OWNER. IF YOU DO NOT UNDERSTAND ANY PROVISIONS CONTAINED IN THEM, YOU SHOULD OBTAIN PROFESSIONAL ADVICE.**
- 2. THESE DISCLOSURE MATERIALS GIVEN TO YOU AS REQUIRED BY LAW MAY, WITH THE EXCEPTION OF THE EXECUTIVE SUMMARY, BE RELIED UPON AS CORRECT AND BINDING. FOR A COMPLETE UNDERSTANDING OF THE EXECUTIVE SUMMARY, CONSULT THE DISCLOSURE DOCUMENTS TO WHICH A PARTICULAR EXECUTIVE SUMMARY STATEMENT PERTAINS. ORAL STATEMENTS MAY NOT BE LEGALLY BINDING.**
- 3. YOU MAY AT ANY TIME WITHIN 5 BUSINESS DAYS FOLLOWING RECEIPT OF THESE DOCUMENTS, OR FOLLOWING NOTICE OF ANY MATERIAL CHANGES IN THESE DOCUMENTS, CANCEL IN WRITING THE CONTRACT OF SALE AND RECEIVE A FULL REFUND OF ANY DEPOSITS MADE. IF THE SELLER DELIVERS LESS THAN ALL OF THE DOCUMENTS REQUIRED, YOU MAY, WITHIN 5 BUSINESS DAYS FOLLOWING RECEIPT OF THE DOCUMENTS, DELIVER A REQUEST FOR ANY MISSING DOCUMENTS. IF YOU TIMELY DELIVER A REQUEST FOR MISSING DOCUMENTS, YOU MAY, AT ANY TIME WITHIN 5 BUSINESS DAYS FOLLOWING THE EARLIER OF EITHER THE RECEIPT OF THE REQUESTED DOCUMENTS OR THE SELLER'S DEADLINE TO DELIVER THE REQUESTED DOCUMENTS, CANCEL IN WRITING THE CONTRACT OF SALE AND RECEIVE A FULL REFUND OF ANY DEPOSITS MADE.**

**DISCLOSURE MATERIALS**  
**OF**  
**WILLOW BROOK CONDOMINIUM ASSOCIATION, INC.**

**SELLER:**

**SELLER'S ADDRESS:**

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

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

- 1a. 'Executive summary.' The executive summary highlights for a buyer of a condominium unit essential information regarding the condominium. The executive summary begins on page i.
- 1b. 'Declaration.' The declaration establishes and describes the condominium, the units and the common areas. The declaration begins on page 1.
- 1c. 'Amendments to the declaration.' Amendments to the Declaration begin on page 15.
- 1d. 'Floor plan and map.' The seller has provided a floor plan of the unit being offered for sale and a map of the condominium which shows the location of the unit you are considering and all facilities and common areas which are part of the condominium. The floor plan begins on page D1.
2. 'By-Laws.' The By-Laws contain rules which govern the condominium and effect the rights and responsibilities of unit owners. The By-Laws begin on page 28.
- 2b. 'Amendments to the By-Laws.' Amendments to the By-Laws begin on page 59.
3. 'Articles of incorporation.' The operation of a condominium is governed by the association, of which each unit owner is a member. Powers, duties, and operation of an association are specified in its articles of incorporation. The articles of incorporation begin on page 63.
4. 'Private roadway easement.' A roadway easement and resolution respecting the maintenance of such easement begins on page 68.
5. 'Rules and regulations.' The rules and regulations begin on page 88.
6. 'Willow Brook Gardens standards.' Willow Brook Gardens standards for building and grounds maintenance and associated regulations begin on page 91.
7. 'Annual operating budget.' The association incurs expenses for the operation of the condominium which are assessed to the unit owners. The operating budget is an estimate of those charges which are in addition to mortgage and utility payments. The budget begins on page 94.
8. 'Management or employment contracts.' Certain services are provided to the condominium through contracts with individuals or private firms. These contracts begin on page 95.

9. 'Expansion plans.' All expansion plans have been completed.
10. 'Leases.' There are no leases of property or facilities which are not a part of the condominium.

# **WILLOW BROOK GARDENS**

## **DISCLOSURE MATERIALS**

### **SECTION A**

#### **EXECUTIVE SUMMARY**

# EXECUTIVE SUMMARY

This Executive Summary highlights some of the information that prospective condominium buyers are most interested in learning as well as some of the information that they should consider when contemplating the purchase of a condominium unit. The following sections either briefly summarize pertinent information by answering the questions asked, direct prospective buyers to specific sections of the condominium disclosure materials that discuss each topic in detail (at the ☐ icon) or may be completed to both summarize the information and refer to the condominium documents. *This summary, however, is not intended to replace the buyer's review of the condominium declaration, bylaws and other condominium disclosure materials nor is it a substitute for a professional review of the condominium documents.*

**Condominium Name:** Willow Brook Condominiums

## How is the condominium association managed?

- What is the name of the condominium association? Willow Brook Condominium Association, Inc.
- What is the association's mailing address? c/o Hunt Management, Inc., 10520 N. Baehr Road, Suite Q, Mequon, Wisconsin 53092
- How is the association managed?
  - ☐ By the unit owners (self-managed)
  - ☒ By a management agent or company
  - ☐ By the declarant (developer) or the declarant's management company
- Whom should I contact for more information about the condominium and the association? Brandon Grosz at Hunt Management, Inc. (Management agent/company or other available contact person)
- What is the address, phone number, fax number, web site & e-mail address for association management or the contact person? c/o Hunt Management, Inc., Attn: Brandon Grosz, 10520 N. Baehr Road, Suite Q, Mequon, Wisconsin 53092, phone: (262) 238-1480.
- For specific information about the management of this association, see Articles, Article IV; Bylaws, Article II, Section 2

## What are the parking arrangements at this condominium?

- Number of parking spaces assigned to each unit? Depends on the individual transaction
- How many outside? Depends on the individual transaction
- How many inside? Depends on the individual transaction [check all that apply]
  - ☐ Common element
  - ☐ Limited common element
  - ☐ Included as part of the unit
  - ☐ Separate nonvoting units
  - ☒ Depends on individual transaction
- Do I have to pay any extra parking fees (include separate maintenance charges, if any)?
  - ☒ No
  - ☐ Yes, in the amount of \$\_\_\_\_\_ per \_\_\_\_\_.
  - ☐ Other: \_\_\_\_\_

- Are parking assignments reserved or designated on the plat or in the condominium documents?  
☐ No  
☒ Yes – Where? Plat
- Are parking spaces assigned to a unit by deed?  
☒ No  
☐ Yes
- Can parking spaces be transferred between unit owners?  
☒ No  
☐ Yes
- What parking is available for visitors? Guest parking is available in areas designated by the Association and in driveways of the Unit owner guest is visiting
- What are the parking restrictions at this condominium? No parking is permitted on the roadways, and no trucks or other recreational vehicles are permitted to be parked on the Property except within garages.
- For specific information about the parking of this condominium, see Bylaws, Article VI, Sections 12(g), 12(h) and 12(m); Rules & Regulations, Section 7

**May I have any pets at this condominium?**

- Are pets allowed: ☐ No ☒ Yes
- If yes, what kinds of pets are allowed? One dog or one cat
- What are some of the major restrictions and limitations on pets? No animals, livestock, or poultry is permitted on the property (except cats and dogs). Dogs may not weigh more than 30 pounds, and may not cause an unreasonable disturbance.
- For specific information about the condominium pet rules, see Bylaws, Article VI, Section 12(i); Rules & Regulations, Section 8

**May I rent my condominium unit?**

- Are unit rentals allowed? ☐ No ☒ Yes
- If yes, what are the major limitations and restrictions on unit rentals? Written leases are required and shall not be less than a period of one year. Unit owners must give Association notice of the name, permanent address of tenant, and commencement and termination dates of such lease no less than 7 days prior to tenant's occupancy. The lease must contain a provision obligating tenants to comply with the governing documents of the Association.
- For specific information about renting units at this condominium, see Declaration, Section 10; Bylaws, Article VIII, Section 5 (as amended by the First Amendment to Bylaws, Sections 2 and 3)

**Does this condominium have any special amenities and features?**

- Does this condominium have any special amenities and features? ☒ No ☐ Yes
- If yes, what are the major amenities and features? N/A

- Are unit owners obligated to join or make additional payments for any amenity associated with the condominium, such as an athletic club or golf course?  
☒ No  
☐ Yes – What is the cost? \$ \_\_\_\_\_
- For specific information about special amenities, see N/A

**What are my maintenance and repair responsibilities for my unit?**

- A Unit Owner must maintain and repair his or her Unit and any Limited Common Elements appurtenant to his or her Unit, including cleaning and repair all doors and windows appurtenant to the Unit.
- For specific information about unit maintenance and repairs, see Bylaws, Article VI, Section 11(a), Rules & Regulations, Sections 2, 10, and 11; Standards for Building and Grounds Maintenance.

**Who is responsible for maintaining, repairing and replacing the common elements and limited common elements?**

- Common elements maintenance, repair and replacement is performed as follows: by the Association, including snow removal from roads, driveways, and sidewalks in the Common Elements and Limited Common Elements.
- How are repairs and replacements of the common elements funded?  
☐ Unit owner assessments  
☐ Reserve funds  
☒ Both  
☐ Other: \_\_\_\_\_
- For specific information about common element maintenance, repairs and replacements see Bylaws, Article VI, Section 11(b)
- How are repairs and replacements of the limited common elements funded?  
☐ Unit owner assessments  
☐ Reserve funds  
☒ Both  
☐ Other (*specify*): \_\_\_\_\_
- Limited common element maintenance, repair and replacement is performed as follows: Limited Common Elements appurtenant to a Unit shall be maintained by such Unit owner, otherwise, maintenance of the Limited Common Elements is performed by the Association (Bylaws, Article VI, Section 11(b))

**Does the condominium association maintain reserve funds for the repair and replacement of the common elements?** ☒ Yes ☐ No

Is there a Statutory Reserve Account? ☒ Yes ☐ No

- For specific information about this condominium's reserve funds for repairs and replacements, see By-laws, Article VI, Section 1
- Reserve Account balance: \$ 462,632.81, as of the date this Executive Summary was prepared.



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

- Is the developer's obligation to pay fees for unsold units different than the obligation of new unit purchasers to pay fees on their units?  
☒ Not applicable (no developer-owned units)  
☐ No  
☐ Yes – In what way? \_\_\_\_\_
- Are there any special provisions for the payment of assessment fees that apply only during the developer control period?  
☐ No  
☐ Yes – Describe these provisions: N/A
- For specific information about condominium fees during the developer control period, see N/A

**Has the declarant (developer) reserved the right to expand this condominium in the future?**

- Has the declarant reserved the right to expand? ☒ No ☐ Yes
- If yes, how many additional units may be added through expansion? N/A
- When does the expansion end? N/A
- Who will manage the condominium during the expansion period? N/A
- For specific information about condominium expansion fees, see N/A

**May I alter my unit or enclose any limited common elements:**

- Describe the rules, restrictions and procedures for altering a unit: Interior alterations are permitted if the structural integrity of any portion of the property is not weakened. Unit owners must notify the Association in writing, in advance of the work, describing the work to be done and the name of the contractor who will perform the work. No exterior alterations are permitted without written approval of the Board.
- Describe the rules, restrictions and procedures for enclosing limited common elements: Screened porches are permitted with Board approval, and may not be erected prior to May 1 of each year and removed by November 1 of each year. Porches must be constructed by a licensed contractor approved by the Board and the color of the porch must match the deck.
- For specific information about unit alterations and limited common element enclosures, see Bylaws, Article VI, Sections 12(k) and 14; Rules & Regulations, Section 12

**Can any of condominium materials be amended in a way that might affect my rights and responsibilities?**

- Yes, Wisconsin law allows the unit owners to amend the condominium declaration, by laws and other condominium documents if the required votes are obtained. Some of these changes may alter your legal rights and responsibilities with regard to your condominium unit.
- For specific information about condominium document amendment procedures and requirements, see Declaration, Section 14; By-laws, Article XII.

**Other restrictions or features (optional):** N/A

**Does the Association have the right of first purchase:**

- ☒ No  
☐ Yes

**Does the Association charge a transfer fee:**

- ☒ No  
☐ Yes. If so, how much? \$\_\_\_\_\_

**Does the Association charge a disclosure material fee:**

- ☐ No  
☒ Yes. If so, how much? The actual cost of furnishing the information or \$50.00,  
whichever is less pursuant to Sec. 703.20(2)(a) Wis. Stat.

**Does the Association charge a payoff statement fee?**

- ☒ No, for one payoff statement issued within a two-month period.  
☐ Yes. If so, how much? \$\_\_\_\_\_  
☒ Other (*specify*): Pursuant to Wis. Stats. Sec. 703.335(4), for each additional payoff  
requested during that two month period there is a \$25.00 charge.

This Executive Summary was prepared on March 11, 2021 (insert date)

By: Brandon Grosz, CMCA, AMS, CERT (state name and title or position).

\*Note: A "Statutory Reserve Account" is a specific type of reserve account established under Wis. Stat. § 703.163 to be used for the repair and replacement of the common elements in a residential condominium (optional for a small condominium with less than 13 units or a mixed-use condominium with residential and non-residential units). In a new condominium, the developer initially decides whether to have a statutory reserve account, but after the declarant control period ends, the association may opt-in or opt-out of a statutory reserve account with the written consent of a majority of the unit votes. Existing condominiums must establish a statutory reserve account by May 1, 2006 unless the association elects to not establish the account by the written consent of a majority of the unit votes. Condominiums may also have other reserve fund accounts used for the repair and replacement of the common elements that operate apart from §703.165.

**WILLOW BROOK GARDENS**

**DISCLOSURE MATERIALS**

**SECTION B**

**DECLARATION**

**STATUTORY RESERVE ACCOUNT  
STATEMENT OF WILLOW BROOK  
CONDOMINIUM ASSOCIATION, INC.**

Willow Brook Condominium Association, Inc., which is located at:

Return to:  
Hunt Management, Inc.  
10520 N. Baehr Road, Ste. Q  
Mequon, WI 53092

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.

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.

Pursuant to Wisconsin Statutes Section 703.163(11) hereby states that the Association maintains a statutory reserve account.

By: Jean Hirth  
Jean Hirth, President

Countersigned

By: Mary Voell  
Mary K Voell, Secretary

ACKNOWLEDGE  
STATE OF WISCONSIN )  
WAUKESHA COUNTY )

Personally came before me this 20th day of SEPTEMBER, 2005, the above named JEAN HIRTH and MARY VOELL, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

[Signature]  
Notary Public, State of Wisconsin  
My Commission Expires: 2-4-07

This instrument was drafted by:  
Morton M. Grodsky, Attorney at Law

DECLARATION OF CONDOMINIUM  
for  
WILLOW BROOK CONDOMINIUM

111V72  
**Lee Bergelin**  
**Shorewest**  
REALTORS  
11622 W. North Avenue  
Wauwatosa, WI 53226  
(414) 476-9070 x338

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.,  $1/3 \times 24$  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.

X 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:

approximate fair market value of Unit

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

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:

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

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 27<sup>th</sup> day of October, 1993 by Declarant.

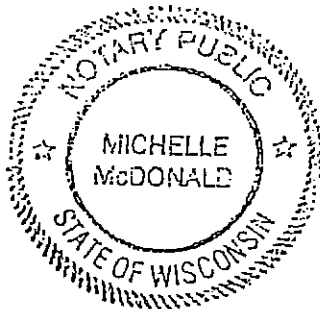
V.K. DEVELOPMENT  
CORPORATION

BY Vincent. Kuttemperoor  
Vincent Kuttemperoor, President

State of Wisconsin )  
                                  : SS  
Waukesha County    )

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

[Seal]



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

<u>Unit Numbers</u>	<u>Approximate Fair Market Value</u>	<u>Undivided Percentage Interest</u>
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	<u>169,900</u>	<u>.0227</u>
	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

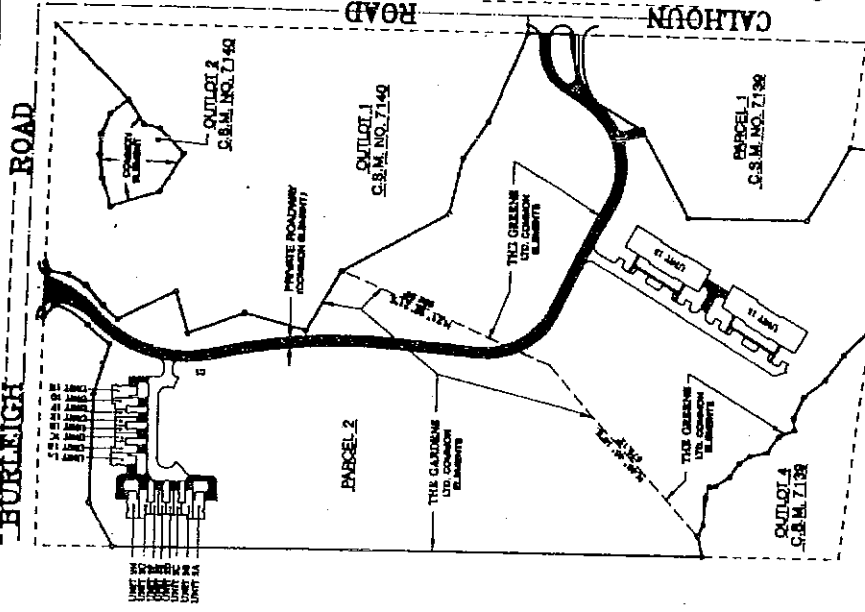
149459

158

# WILLOW BROOK CONDOMINIUM

CITY OF BROOKFIELD  
WAUKESHA COUNTY, WISCONSIN

SCALE: 1"=200'  
0 100 200



## LEGAL DESCRIPTION:

Parcel 2 of Certified Survey Map No. 7139, recorded in the Register of Deeds Office for Waukesha County on August 16, 1973 as Document No. 1360318, being a portion of Lot 2 of Certified Survey Map No. 4495 and lands not being located in the Northeast 1/4 of the Northeast 1/4 of the Section 14 of the Township 7 North, Range 20 East, City of Brookfield, Waukesha County, Wisconsin, also

Parcel 1 of Certified Survey Map No. 7140, recorded in the Register of Deeds Office for Waukesha County on August 16, 1973 as Document No. 1360319, being a portion of the Northeast 1/4 of the Northeast 1/4 of the Section 14, Town 7 North, Range 20 East, City of Brookfield, Waukesha County, Wisconsin.

LIMITED COMMON ELEMENTS APPURTENANT TO UNITS SERVED

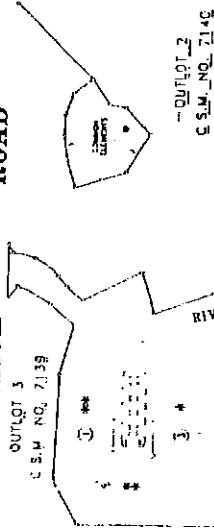
COMMON ELEMENTS NOT INCLUDED IN THE GREENS OR THE GARDENS LIMITED COMMON ELEMENTS AS DESCRIBED IN SECTIONS 4 AND 5(a) OF THE DECLARATION.

ALUMINUM 3 1/2" DIA. 1/4" THICK  
SERVED TO UNITS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 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2087945

BURLEIGH ROAD

OUTLOT 3  
C.S.M. NO. 7139



OUTLOT 2  
C.S.M. NO. 7140

OUTLOT 1  
C.S.M. NO. 7140

ROAD

CALHOUN ROAD

PARCEL 1  
C.S.M. NO. 7139

OUTLOT 4  
C.S.M. NO. 7139

# WILLOW BROOK CONDOMINIUM SECOND AMENDMENT TO PLAT CITY OF BROOKFIELD WAUKESHA COUNTY, WISCONSIN



GRAPHIC SCALE: 1"=200'  
0 200 400

**LEGAL DESCRIPTION** as contained in the original Condominium Plat:  
Parcel 2 of Certified Survey Map No. 7140, recorded in the Register of Deeds Office for Waukesha County on August 18, 1988, as Document No. 100223, being a subdivision of the Northwest 1/4 of the Northeast 1/4 of Section 16, Township 7 North, Range 20 East, City of Brookfield, Waukesha County, Wisconsin.

Parcel 2 of Certified Survey Map No. 7140, recorded in the Register of Deeds Office for Waukesha County on August 18, 1988, as Document No. 100223, being a subdivision of the Northwest 1/4 of the Northeast 1/4 of Section 16, Township 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 the Willow Brook Condominium and the interests therein. The Willow Brook Condominium Plat and the First Amendment to the Willow Brook Condominium Plat, as amended by the First Amendment and by this Second Amendment, are recorded in the Register of Deeds Office for Waukesha County on August 18, 1988, as Document No. 100223, being a subdivision of the Northwest 1/4 of the Northeast 1/4 of Section 16, Township 7 North, Range 20 East, City of Brookfield, Waukesha County, Wisconsin.

DATE  
12/8/85

## NOTES

1. The three plots of the buildings containing units 1A, 1B, 1C, 1D, 1E, 1F, 1G, 1H, 1I, 1J, 1K, 1L, 1M, 1N, 1O, 1P, 1Q, 1R, 1S, 1T, 1U, 1V, 1W, 1X, 1Y, 1Z, 2A, 2B, 2C, 2D, 2E, 2F, 2G, 2H, 2I, 2J, 2K, 2L, 2M, 2N, 2O, 2P, 2Q, 2R, 2S, 2T, 2U, 2V, 2W, 2X, 2Y, 2Z, 3A, 3B, 3C, 3D, 3E, 3F, 3G, 3H, 3I, 3J, 3K, 3L, 3M, 3N, 3O, 3P, 3Q, 3R, 3S, 3T, 3U, 3V, 3W, 3X, 3Y, 3Z, 4A, 4B, 4C, 4D, 4E, 4F, 4G, 4H, 4I, 4J, 4K, 4L, 4M, 4N, 4O, 4P, 4Q, 4R, 4S, 4T, 4U, 4V, 4W, 4X, 4Y, 4Z, 5A, 5B, 5C, 5D, 5E, 5F, 5G, 5H, 5I, 5J, 5K, 5L, 5M, 5N, 5O, 5P, 5Q, 5R, 5S, 5T, 5U, 5V, 5W, 5X, 5Y, 5Z, 6A, 6B, 6C, 6D, 6E, 6F, 6G, 6H, 6I, 6J, 6K, 6L, 6M, 6N, 6O, 6P, 6Q, 6R, 6S, 6T, 6U, 6V, 6W, 6X, 6Y, 6Z, 7A, 7B, 7C, 7D, 7E, 7F, 7G, 7H, 7I, 7J, 7K, 7L, 7M, 7N, 7O, 7P, 7Q, 7R, 7S, 7T, 7U, 7V, 7W, 7X, 7Y, 7Z, 8A, 8B, 8C, 8D, 8E, 8F, 8G, 8H, 8I, 8J, 8K, 8L, 8M, 8N, 8O, 8P, 8Q, 8R, 8S, 8T, 8U, 8V, 8W, 8X, 8Y, 8Z, 9A, 9B, 9C, 9D, 9E, 9F, 9G, 9H, 9I, 9J, 9K, 9L, 9M, 9N, 9O, 9P, 9Q, 9R, 9S, 9T, 9U, 9V, 9W, 9X, 9Y, 9Z, 10A, 10B, 10C, 10D, 10E, 10F, 10G, 10H, 10I, 10J, 10K, 10L, 10M, 10N, 10O, 10P, 10Q, 10R, 10S, 10T, 10U, 10V, 10W, 10X, 10Y, 10Z, 11A, 11B, 11C, 11D, 11E, 11F, 11G, 11H, 11I, 11J, 11K, 11L, 11M, 11N, 11O, 11P, 11Q, 11R, 11S, 11T, 11U, 11V, 11W, 11X, 11Y, 11Z, 12A, 12B, 12C, 12D, 12E, 12F, 12G, 12H, 12I, 12J, 12K, 12L, 12M, 12N, 12O, 12P, 12Q, 12R, 12S, 12T, 12U, 12V, 12W, 12X, 12Y, 12Z, 13A, 13B, 13C, 13D, 13E, 13F, 13G, 13H, 13I, 13J, 13K, 13L, 13M, 13N, 13O, 13P, 13Q, 13R, 13S, 13T, 13U, 13V, 13W, 13X, 13Y, 13Z, 14A, 14B, 14C, 14D, 14E, 14F, 14G, 14H, 14I, 14J, 14K, 14L, 14M, 14N, 14O, 14P, 14Q, 14R, 14S, 14T, 14U, 14V, 14W, 14X, 14Y, 14Z, 15A, 15B, 15C, 15D, 15E, 15F, 15G, 15H, 15I, 15J, 15K, 15L, 15M, 15N, 15O, 15P, 15Q, 15R, 15S, 15T, 15U, 15V, 15W, 15X, 15Y, 15Z, 16A, 16B, 16C, 16D, 16E, 16F, 16G, 16H, 16I, 16J, 16K, 16L, 16M, 16N, 16O, 16P, 16Q, 16R, 16S, 16T, 16U, 16V, 16W, 16X, 16Y, 16Z, 17A, 17B, 17C, 17D, 17E, 17F, 17G, 17H, 17I, 17J, 17K, 17L, 17M, 17N, 17O, 17P, 17Q, 17R, 17S, 17T, 17U, 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48P, 48Q, 48R, 48S, 48T, 48U, 48V, 48W, 48X, 48Y, 48Z, 49A, 49B, 49C, 49D, 49E, 49F, 49G, 49H, 49I, 49J, 49K, 49L, 49M, 49N, 49O, 49P, 49Q, 49R, 49S, 49T, 49U, 49V, 49W, 49X, 49Y, 49Z, 50A, 50B, 50C, 50D, 50E, 50F, 50G, 50H, 50I, 50J, 50K, 50L, 50M, 50N, 50O, 50P, 50Q, 50R, 50S, 50T, 50U, 50V, 50W, 50X, 50Y, 50Z, 51A, 51B, 51C, 51D, 51E, 51F, 51G, 51H, 51I, 51J, 51K, 51L, 51M, 51N, 51O, 51P, 51Q, 51R, 51S, 51T, 51U, 51V, 51W, 51X, 51Y, 51Z, 52A, 52B, 52C, 52D, 52E, 52F, 52G, 52H, 52I, 52J, 52K, 52L, 52M, 52N, 52O, 52P, 52Q, 52R, 52S, 52T, 52U, 52V, 52W, 52X, 52Y, 52Z, 53A, 53B, 53C, 53D, 53E, 53F, 53G, 53H, 53I, 53J, 53K, 53L, 53M, 53N, 53O, 53P, 53Q, 53R, 53S, 53T, 53U, 53V, 53W, 53X, 53Y, 53Z, 54A, 54B, 54C, 54D, 54E, 54F, 54G, 54H, 54I, 54J, 54K, 54L, 54M, 54N, 54O, 54P, 54Q, 54R, 54S, 54T, 54U, 54V, 54W, 54X, 54Y, 54Z, 55A, 55B, 55C, 55D, 55E, 55F, 55G, 55H, 55I, 55J, 55K, 55L, 55M, 55N, 55O, 55P, 55Q, 55R, 55S, 55T, 55U, 55V, 55W, 55X, 55Y, 55Z, 56A, 56B, 56C, 56D, 56E, 56F, 56G, 56H, 56I, 56J, 56K, 56L, 56M, 56N, 56O, 56P, 56Q, 56R, 56S, 56T, 56U, 56V, 56W, 56X, 56Y, 56Z, 57A, 57B, 57C, 57D, 57E, 57F, 57G, 57H, 57I, 57J, 57K, 57L, 57M, 57N, 57O, 57P, 57Q, 57R, 57S, 57T, 57U, 57V, 57W, 57X, 57Y, 57Z, 58A, 58B, 58C, 58D, 58E, 58F, 58G, 58H, 58I, 58J, 58K, 58L, 58M, 58N, 58O, 58P, 58Q, 58R, 58S, 58T, 58U, 58V, 58W, 58X, 58Y, 58Z, 59A, 59B, 59C, 59D, 59E, 59F, 59G, 59H, 59I, 59J, 59K, 59L, 59M, 59N, 59O, 59P, 59Q, 59R, 59S, 59T, 59U, 59V, 59W, 59X, 59Y, 59Z, 60A, 60B, 60C, 60D, 60E, 60F, 60G, 60H, 60I, 60J, 60K, 60L, 60M, 60N, 60O, 60P, 60Q, 60R, 60S, 60T, 60U, 60V, 60W, 60X, 60Y, 60Z, 61A, 61B, 61C, 61D, 61E, 61F, 61G, 61H, 61I, 61J, 61K, 61L, 61M, 61N, 61O, 61P, 61Q, 61R, 61S, 61T, 61U, 61V, 61W, 61X, 61Y, 61Z, 62A, 62B, 62C, 62D, 62E, 62F, 62G, 62H, 62I, 62J, 62K, 62L, 62M, 62N, 62O, 62P, 62Q, 62R, 62S, 62T, 62U, 62V, 62W, 62X, 62Y, 62Z, 63A, 63B, 63C, 63D, 63E, 63F, 63G, 63H, 63I, 63J, 63K, 63L, 63M, 63N, 63O, 63P, 63Q, 63R, 63S, 63T, 63U, 63V, 63W, 63X, 63Y, 63Z, 64A, 64B, 64C, 64D, 64E, 64F, 64G, 64H, 64I, 64J, 64K, 64L, 64M, 64N, 64O, 64P, 64Q, 64R, 64S, 64T, 64U, 64V, 64W, 64X, 64Y, 64Z, 65A, 65B, 65C, 65D, 65E, 65F, 65G, 65H, 65I, 65J, 65K, 65L, 65M, 65N, 65O, 65P, 65Q, 65R, 65S, 65T, 65U, 65V, 65W, 65X, 65Y, 65Z, 66A, 66B, 66C, 66D, 66E, 66F, 66G, 66H, 66I, 66J, 66K, 66L, 66M, 66N, 66O, 66P, 66Q, 66R, 66S, 66T, 66U, 66V, 66W, 66X, 66Y, 66Z, 67A, 67B, 67C, 67D, 67E, 67F, 67G, 67H, 67I, 67J, 67K, 67L, 67M, 67N, 67O, 67P, 67Q, 67R, 67S, 67T, 67U, 67V, 67W, 67X, 67Y, 67Z, 68A, 68B, 68C, 68D, 68E, 68F, 68G, 68H, 68I, 68J, 68K, 68L, 68M, 68N, 68O, 68P, 68Q, 68R, 68S, 68T, 68U, 68V, 68W, 68X, 68Y, 68Z, 69A, 69B, 69C, 69D, 69E, 69F, 69G, 69H, 69I, 69J, 69K, 69L, 69M, 69N, 69O, 69P, 69Q, 69R, 69S, 69T, 69U, 69V, 69W, 69X, 69Y, 69Z, 70A, 70B, 70C, 70D, 70E, 70F, 70G, 70H, 70I, 70J, 70K, 70L, 70M, 70N, 70O, 70P, 70Q, 70R, 70S, 70T, 70U, 70V, 70W, 70X, 70Y, 70Z, 71A, 71B, 71C, 71D, 71E, 71F, 71G, 71H, 71I, 71J, 71K, 71L, 71M, 71N, 71O, 71P, 71Q, 71R, 71S, 71T, 71U, 71V, 71W, 71X, 71Y, 71Z, 72A, 72B, 72C, 72D, 72E, 72F, 72G, 72H, 72I, 72J, 72K, 72L, 72M, 72N, 72O, 72P, 72Q, 72R, 72S, 72T, 72U, 72V, 72W, 72X, 72Y, 72Z, 73A, 73B, 73C, 73D, 73E, 73F, 73G, 73H, 73I, 73J, 73K, 73L, 73M, 73N, 73O, 73P, 73Q, 73R, 73S, 73T, 73U, 73V, 73W, 73X, 73Y, 73Z, 74A, 74B, 74C, 74D, 74E, 74F, 74G, 74H, 74I, 74J, 74K, 74L, 74M, 74N, 74O, 74P, 74Q, 74R, 74S, 74T, 74U, 74V, 74W, 74X, 74Y, 74Z, 75A, 75B, 75C, 75D, 75E, 75F, 75G, 75H, 75I, 75J, 75K, 75L, 75M, 75N, 75O, 75P, 75Q, 75R, 75S, 75T, 75U, 75V, 75W, 75X, 75Y, 75Z, 76A, 76B, 76C, 76D, 76E, 76F, 76G, 76H, 76I, 76J, 76K, 76L, 76M, 76N, 76O, 76P, 76Q, 76R, 76S, 76T, 76U, 76V, 76W, 76X, 76Y, 76Z, 77A, 77B, 77C, 77D, 77E, 77F, 77G, 77H, 77I, 77J, 77K, 77L, 77M, 77N, 77O, 77P, 77Q, 77R, 77S, 77T, 77U, 77V, 77W, 77X, 77Y, 77Z, 78A, 78B, 78C, 78D, 78E, 78F, 78G, 78H, 78I, 78J, 78K, 78L, 78M, 78N, 78O, 78P, 78Q, 78R, 78S, 78T, 78U, 78V, 78W, 78X, 78Y, 78Z, 79A, 79B, 79C, 79D, 79E, 79F, 79G, 79H, 79I, 79J, 79K, 79L, 79M, 79N, 79O, 79P, 79Q, 79R, 79S, 79T, 79U, 79V, 79W, 79X, 79Y, 79Z, 80A, 80B, 80C, 80D, 80E, 80F, 80G, 80H, 80I, 80J, 80K, 80L, 80M, 80N, 80O, 80P, 80Q, 80R, 80S, 80T, 80U, 80V, 80W, 80X, 80Y, 80Z, 81A, 81B, 81C, 81D, 81E, 81F, 81G, 81H, 81I, 81J, 81K, 81L, 81M, 81N, 81O, 81P, 81Q, 81R, 81S, 81T, 81U, 81V, 81W, 81X, 81Y, 81Z, 82A, 82B, 82C, 82D, 82E, 82F, 82G, 82H, 82I, 82J, 82K, 82L, 82M, 82N, 82O, 82P, 82Q, 82R, 82S, 82T, 82U, 82V, 82W, 82X, 82Y, 82Z, 83A, 83B, 83C, 83D, 83E, 83F, 83G, 83H, 83I, 83J, 83K, 83L, 83M, 83N, 83O, 83P, 83Q, 83R, 83S, 83T, 83U, 83V, 83W, 83X, 83Y, 83Z, 84A, 84B, 84C, 84D, 84E, 84F, 84G, 84H, 84I, 84J, 84K, 84L, 84M, 84N, 84O, 84P, 84Q, 84R, 84S, 84T, 84U, 84V, 84W, 84X, 84Y, 84Z, 85A, 85B, 85C, 85D, 85E, 85F, 85G, 85H, 85I, 85J, 85K, 85L, 85M, 85N, 85O, 85P, 85Q, 85R, 85S, 85T, 85U, 85V, 85W, 85X, 85Y, 85Z, 86A, 86B, 86C, 86D, 86E, 86F, 86G, 86H, 86I, 86J, 86K, 86L, 86M, 86N, 86O, 86P, 86Q, 86R, 86S, 86T, 86U, 86V, 86W, 86X, 86Y, 86Z, 87A, 87B, 87C, 87D, 87E, 87F, 87G, 87H, 87I, 87J, 87K, 87L, 87M, 87N, 87O, 87P, 87Q, 87R, 87S, 87T, 87U, 87V, 87W, 87X, 87Y,

**THIRD AMENDMENT TO PLAT  
CITY OF BROOKFIELD**

WAUKESHA COUNTY, WISCONSIN



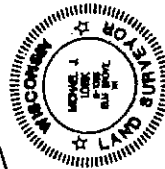
**LEGAL DESCRIPTION** See continued in the original Correspondence Field

Order 3 of Certified Survey Map No. 7148, recorded in the Register of Deeds Office for Washburn County on August 18, 1908, as Document No. 1390218, being a division of the Northeast 1/4 of the Northwest 1/4 of Section 14, Town 7 North, Range 30 West, City of Breckfield, Washburn County, Wisconsin.

### SURVEYOR'S CERTIFICATE

The Third Amendment to the Willer Brook Condominium Plan, together with the Willer Brook Condominium Plan, the First Amendment to the Willer Brook Condominium Plan, and the Second Amendment to the Willer Brook Condominium Plan, collectively represent Willer Brook Condominium and the identification and location of all of such common elements and limited common elements in Willer Brook Condominium are to be determined from the Willer Brook Condominium Plan as amended by the First Amendment, the Second Amendment and the Third Amendment.

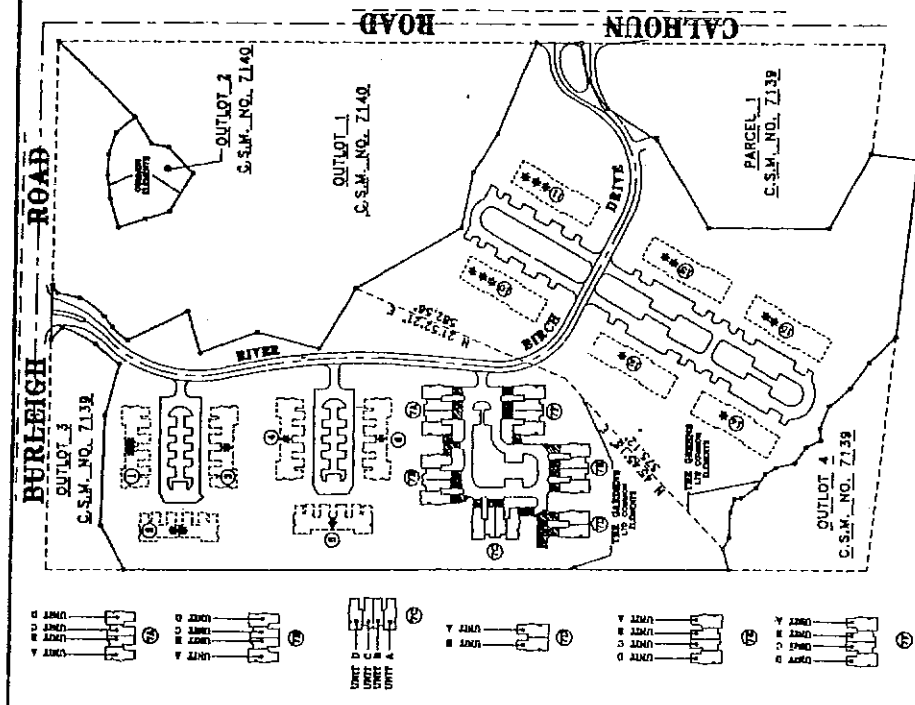
**THIRD AMENDMENT TO PLAT  
WILLOW BROOK  
CONDOMINIUM**  
Residential Condominium  
Waukesha County



**Link**

Adrian J. Lusk & Assoc., P.C.  
3275 W. Capitol Drive  
Brussels, WI 53045  
(414) 788-1400

PAGE : 05



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

055/7200 1-04/250CP 3

F-1



2016685

REGISTER'S OFFICE  
WAUKESHA COUNTY, WIS. } SS  
RECORDED ONFIRST AMENDMENT TO DECLARATION  
OF CONDOMINIUM FOR  
WILLOW BROOK CONDOMINIUM

95 JAN -6 AM 8:16

REEL 2027 IMAGE 0039

*[Signature]*  
REGISTER OF DEEDS

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

2016685

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

Yde  
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

2027110040

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.,  $1/2 \times 24$  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

REF 2027110041

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 Kuttemperoor  
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.



David M Sanders  
( 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

REEL 20271410042

EXHIBIT B

Undivided Percentage Interest in Common Elements  
Appurtenant to the Units

<u>Unit Numbers</u>	<u>Approximate Fair Market Value</u>	<u>Undivided Percentage Interest</u>
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

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REEL 2027 MAR 0043

<u>Unit Numbers</u>	<u>Approximate Fair Market Value</u>	<u>Undivided Percentage Interest</u>
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	<u>\$189,900</u>	<u>.0105</u>
	\$18,097,297	1.0000

Parcel 2 of Certified Survey Map No. 7189, recorded in the Register of Deeds Office for Waukesha County on August 10, 1993 as Document No. 1868318, 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. 7148, recorded in the Register of Deeds Office for Waukesha County on August 10, 1993, as Document No. 1868319, 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

THIRD AMENDMENT TO DECLARATION  
OF CONDOMINIUM FOR  
WILLOW BROOK CONDOMINIUM

Document Number

Document Title

REGISTER'S OFFICE  
WAUKESHA, 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)

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clause, 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 documents and \$20.00 to the recording fee. WISCONSIN DEPARTMENT OF REVENUE, 5/96

**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 18<sup>th</sup> day of SEPTEMBER, 1997 by the Declarant.

V.K. DEVELOPMENT CORPORATION,  
a Wisconsin corporation

BY Vincent K. Kuttemperoor  
Vincent K. Kuttemperoor, President

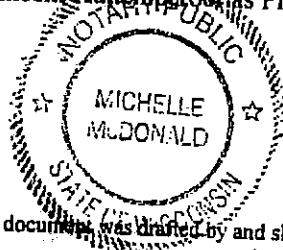
State of Wisconsin)

: ss

Waukesha County)

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

(Seal)



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

EXHIBIT A

REEL2505IMAGE0462

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

<u>Building/Unit Numbers</u>	<u>Approximate Fairmarket Value</u>	<u>Undivided Percentage Interest</u>
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	0.007384632
1-B	\$194,900.00	0.007384632
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	0.007384632
1-H	\$194,900.00	0.007384632
2-A	\$194,900.00	0.007384632
2-B	\$194,900.00	0.007384632
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	0.007384632
2-H	\$194,900.00	0.007384632
3-A	\$194,900.00	0.007384632
3-B	\$194,900.00	0.007384632
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	0.007384632
3-H	\$194,900.00	0.007384632
4-A	\$195,900.00	0.007402418
4-B	\$195,900.00	0.007402418
4-C	\$148,900.00	0.005628443
4-D	\$148,900.00	0.005628443
4-E	\$148,900.00	0.005628443
4-F	\$148,900.00	0.005628443
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	0.005628443
5-D	\$148,900.00	0.005628443
5-E	\$148,900.00	0.005628443
5-F	\$148,900.00	0.005628443
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
<b>TOTAL</b>	<b>\$26,464,324.00</b>	<b>1.0</b>

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

**WILLOW BROOK GARDENS**

**DISCLOSURE MATERIALS**

**SECTION C**

**BYLAWS**

copy for

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

BY-LAWS OF  
WILLOW BROOK CONDOMINIUM ASSOCIATION, INC.

ARTICLE I

Plan of Unit Ownership

Section 1. Condominium Unit Ownership. The property located in Waukesha County, State of Wisconsin, (the "Property") known as Willow Brook Condominium, has been submitted to the provisions of the Wisconsin Condominium Ownership Act by a Declaration of Condominium (the "Declaration") recorded in the office of the Register of Deeds for Waukesha County on October 27, 1993 in Reel 1813, Images 1721 to 1737 inclusive, as Document No. 1896160.

Section 2. Applicability of By-Laws and Definitions. These By-Laws are adopted as the By-Laws of the Willow Brook Condominium Association, Inc. (the "Association"), a Wisconsin corporation organized under the Wisconsin Nonstock Corporation Law to serve as an association of unit owners under the Wisconsin Condominium Ownership Act. The provisions of these By-Laws are applicable to the Property and to the use and occupancy thereof. The term "Property" and other terms used herein shall, unless the context or the Declaration requires otherwise, have the same meaning as used or defined in the Wisconsin Condominium Ownership Act.

Section 3. Office and Mailing Address. The office and mailing address of the Association and of the Board of Directors of the Association (the "Board of Directors") shall be located at 240 Regency Court, Waukesha, Wisconsin 53186.

ARTICLE II

Board of Directors

Section 1. Number and Qualification. The affairs of the Association and of the Property shall be governed by the Board of Directors. Until election of a new Board of Directors by the unit owners pursuant to Article III, section 1(c) of these By-Laws, the Board of Directors shall consist of such three persons as shall have been designated by V.K. Development Corporation, a Wisconsin corporation ("Declarant"), or as shall have been elected by the unit owners pursuant to Article III, section 1(b) of these By-Laws. Thereafter the Board of Directors shall

be composed of six persons, all of whom shall be owners of units or, if units are owned by a corporation or other entity, officers of the corporation. The term "Board of Directors" as used in these By-Laws shall mean the Board of Directors of the Association unless the context requires otherwise.

Section 2. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and of the Property, except such powers and duties as by law or by the Declaration or by these By-Laws may not be delegated to the Board of Directors by the unit owners or have been specifically reserved by or to the unit owners. The Board of Directors shall have full powers and authority necessary for or desirable for the complete enforcement and administration of the Property and the provisions of the Wisconsin Condominium Ownership Act, the Declaration, these By-Laws and rules and regulations hereunder.

Section 3. Managing Agent and Manager. The Board of Directors may employ for the Property a managing agent and/or a manager, which may be the Declarant or a related party, at a compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize.

Section 4. Election and Term of Office. At the first annual meeting of the unit owners, the term of office of three members of the Board of Directors shall be fixed at two years and the term of office of three members of the Board shall be fixed at one year. At the expiration of the initial term of office of each member of the Board of Directors, his successor shall be elected to serve for a term of two years. The members of the Board of Directors shall hold office until their respective successors shall have been elected by the unit owners.

Section 5. Removal of Members of the Board of Directors. At any regular or special meeting of unit owners, any one or more of the members of the Board of Directors may be removed with or without cause by a majority of the authorized votes of all unit owners and a successor may then and there or thereafter be elected to fill the vacancy thus created. Any member of the Board of Directors whose removal has been proposed by the unit owners shall be given an opportunity to be heard at the meeting.

Section 6. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a member thereof by a vote of the unit owners, shall be filled by vote of a majority of the remaining members at a special meeting of the Board of Directors held for that purpose promptly after the occurrence of any such vacancy even though the members present at such meeting



may constitute less than a quorum, and each person so elected shall be a member of the Board of Directors for the remainder of the term of the member so removed or until a successor shall be elected at the next annual meeting of the unit owners.

Section 7. Organization Meeting. The first meeting of the members of the Board of Directors shall be held within ten days following the first annual meeting of the unit owners at such time and place as shall be fixed by the unit owners at the meeting at which such Board of Directors shall have been elected, and no notice shall be necessary to the newly elected members of the Board of Directors in order legally to constitute such meeting, providing a majority of the whole Board of Directors shall be present.

Section 8. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the members of the Board of Directors. Notice of regular meetings of the Board of Directors shall be given to each member of the Board of Directors, by mail or facsimile, at least 48 hours prior to the time of such meeting.

K Section 9. Special Meetings. Special meetings of the Board of Directors may be called by the President on 48 hours' notice to each member of the Board of Directors, given by mail or facsimile, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least one member of the Board of Directors.

Section 10. Waiver of Notice. Any member of the Board of Directors may, at any time, waive notice of any meeting of the Board of Directors in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Board of Directors at any meeting of the Board shall constitute a waiver of notice by him of the time and place of the meeting. If all the members of the Board of Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 11. Quorum of Board of Directors. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the votes of a majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. If at any meeting of the Board of Directors there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business

which might have been transacted at the meeting originally called may be transacted without further notice.

Section 12. Fidelity Bonds. The Board of Directors may obtain or require fidelity bond coverage for all officers, directors, trustees and employees of the Association handling or responsible for funds of the Association, including officers, employees and agents of professional managers. The premiums on such bonds shall constitute a common expense, if paid for by the Board of Directors. The bonds shall name the Association as obligee, contain waivers of the issuers of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees", and shall provide that they may not be canceled or substantially modified (including cancellation for nonpayment of premium) without at least ten days' prior written notice to the Association and each mortgagee or land contract vendor.

Section 13. Compensation. No member of the Board of Directors shall receive any compensation from the Association for acting in such capacity.

Section 14. Liability of the Board of Directors. The members of the Board of Directors shall not be liable to the unit owners for any mistake of judgment, failure to adhere to the provisions of the Declaration or these By-Laws, negligence or otherwise, except for their own individual willful misconduct or bad faith. The unit owners shall indemnify and hold harmless each member of the Board of Directors against all contractual liability to others arising out of contracts made by the Board of Directors on behalf of the Association unless any such contract shall have been made in bad faith. It is intended that the members of the Board of Directors shall have no personal liability with respect to any contract made by them on behalf of the Association. It is also intended that the liability of the unit owners arising out of any contract made by the Board of Directors or out of the indemnity in favor of the members of the Board of Directors shall be shared by all of the unit owners in accordance with their undivided percentage interests in common elements, and the liability of any single unit owner shall be limited to such proportionate share of the total liability. At the option of the Board of Directors, directors' liability insurance may be obtained and shall be paid for as a common expense.

Section 15. Informal Action. Any action which is required to be taken at a meeting of the Board of Directors or which may be taken at such a meeting, may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all of the directors entitled to vote with respect to the subject matter. Such consent shall have the same force and effect as a unanimous vote.

## ARTICLE III

### Unit Owners

#### Section 1. Annual Meetings.

(a) Until the first annual meeting of the unit owners as described below, until the Declarant designates otherwise, or until the unit owners elect a member of the Board of Directors pursuant to this section prior to the first annual meeting of the unit owners, the initial Board of Directors named in the Articles of Incorporation of the Association shall serve as the Board of Directors.

(b) Prior to the conveyance of 25% of the undivided percentage interest in the common elements, the Declarant shall call a meeting of the unit owners. At such meeting one of the designees of the Declarant on the Board of Directors shall resign and the unit owners other than the Declarant shall elect a successor by vote of a majority of those unit owners. Such successor shall serve until the first annual meeting of the unit owners. If such successor shall resign prior to the first annual meeting of the unit owners, a successor to him shall be elected in the same manner.

(c) Upon the earlier of thirty days after 75% of the undivided percentage interest in the common elements shall have been sold and conveyed by the Declarant or ten years after the date of the first conveyance of a unit by the Declarant, or at such earlier time as determined by the Declarant, the Declarant shall call the first annual meeting of the unit owners. The calculation of the percentage of common element interest sold and conveyed by Declarant shall be based upon the percentage of undivided interest appertaining to each unit which has been conveyed assuming that all of the units that Declarant may add to the Condominium pursuant to section 14 of the Declaration are included in the Condominium. At such meeting the designees of the Declarant and any other members of the Board of Directors elected by the unit owners shall resign as members of the Board of Directors, and all the unit owners, including the Declarant, shall elect a new Board of Directors. Thereafter the annual meetings of the unit owners shall be held on the first Monday of May of each succeeding year. At such meetings the Board of Directors shall be elected by ballot of the unit owners in accordance with the requirements of section 4 of Article II of these By-Laws. The unit owners may transact such other business at such meetings as may properly come before them.

Section 2. Place of Meeting. Any meetings of the unit owners shall be held at the principal office of the Association or at such other suitable place convenient to the unit owners as may be designated by the Board of Directors.

Section 3. Special Meetings. It shall be the duty of the President to call a special meeting of the unit owners if so directed by resolution of the Board of Directors or upon a petition signed and presented to the Secretary by unit owners having 25% of the total authorized votes of all unit owners. The notice of any special meeting shall state the time, place and purpose of the meeting. No business shall be transacted at a special meeting except as stated in the notice.

Section 4. Notice of Meetings. The Secretary shall mail to each unit owner of record or cause to be delivered to each unit owner a notice of each annual or special meeting of the unit owners, at least ten but not more than 20 days prior to such meeting, stating the purpose thereof as well as the time and place where it is to be held, at the address of his unit or at such other address as such unit owner shall have designated by notice in writing to the Secretary.

Section 5. Adjournment of Meetings. Any meeting of unit owners at which a quorum has or has not attended may be adjourned at the option of the unit owners by vote of a majority of the authorized votes of the unit owners who are present, either in person or by proxy, at such meeting. Any meeting which has been adjourned by the unit owners because of the lack of a quorum may be reconvened at such time as a quorum is obtained, without further notice. At such reconvened meeting at which a quorum is present, either in person or by proxy, any business may be transacted which might have been transacted at the meeting as originally notified.

Section 6. Title to Units. Title to units may be taken in the name of an individual or in the names of two or more persons, as tenants in common or as joint tenants, in the name of a corporation or partnership, or in the name of a fiduciary.

Section 7. Voting. Each unit shall have the number of votes in the Association appurtenant to such unit as described in section 6 of the Declaration. Each unit owner shall furnish the Association with his name and current mailing address. No unit owner may vote at meetings of the Association until this information is furnished. The owner or owners of each unit, or some person designated by such owner or owners to act as proxy on his or their behalf and who need not be an owner, shall be entitled to cast the vote appurtenant to such unit at all meetings of unit owners. The designation of any such proxy shall be made in writing to the Secretary, and shall be revocable at any time by written notice to the

Secretary by the owner or owners so designating. Any such proxy shall be effective only for a maximum period of 180 days following its issuance unless granted to a mortgagee, land contract vendor or lessee of a unit. Each unit owner (including the Declarant and the Board of Directors, if the Declarant or the Board of Directors or its designee shall then hold title to one or more units) shall be entitled to cast at all meetings of the unit owners the vote appurtenant to each unit owned. Where ownership is in the name of two persons, the vote appurtenant to their unit may be cast by any one joint owner; provided, however, that if any joint owner protests promptly the casting of such vote to the person presiding over the meeting or files a written statement with the Secretary stating that thereafter the vote must be cast pro rata in accordance with each joint owner's interest in the unit, then such vote shall thereafter be cast pro rata by the joint owners in accordance with their interests in the unit. Where a unit is leased the lessor shall be entitled to vote the vote appurtenant to said unit (where there are two lessors, they shall be considered joint owners). Where the unit is sold under a land contract, the land contract vendee shall be entitled to vote the vote appurtenant to said unit (where there are two vendees, they shall be considered joint owners). Notwithstanding the provisions of this section, if the Association has recorded a statement of condominium lien on a unit and the amount necessary to release the lien has not been paid at the time of the meeting, the owner(s) of such unit may not vote at any meeting of the Association.

Section 8. Majority of Unit Owners. As used in these By-Laws, the term "majority of unit owners" shall mean those unit owners having more than 50% of the authorized votes of all unit owners present in person or by proxy and voting at any meeting of the unit owners, determined in accordance with the provisions of section 7 of this Article III.

\* Section 9. Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy of unit owners having 33-1/3% of the total authorized votes of all unit owners shall constitute a quorum at all meetings of the unit owners.

Section 10. Majority Vote. The vote of a majority of unit owners at a meeting at which a quorum shall be present shall be binding upon all unit owners for all purposes except where a higher percentage vote is required by law, by the Declaration or by these By-Laws.

Section 11. Action by Unanimous Consent. Any action required to be taken or which may be taken at a meeting of unit owners may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all unit owners entitled to vote thereon. The signature required in each instance

shall be that person who is then entitled to cast the vote for a unit. Any such consent action shall have the same force and effect as a unanimous vote.

## Section 12. Membership.

(a) All unit owners shall be members of the Association. The foregoing is not intended to include persons who hold an interest in a unit merely as security for the performance of an obligation. Land contract vendors shall not be members; land contract vendees shall be members. Membership shall be appurtenant to and may not be separated from ownership of any unit.

(b) Initial membership in the Association shall be established by the recording of the Declaration in the office of the Register of Deeds for Waukesha County, Wisconsin. Transfer of membership in the Association shall be established by the recording in the office of the Register of Deeds for Waukesha County of a deed or other instrument establishing a change of record title to a unit or the recording in said office of a land contract. A certified copy of such instrument or land contract shall be delivered to the Association by the transferee or vendee. The transferee designated by such instrument or the vendee shall thereby become a member of the Association and the membership of the prior owner or vendor shall thereby be terminated. Until such delivery the transferee or vendee shall not be entitled to vote as a member of the Association and shall not be entitled to notice of meetings of unit owners. The Association shall maintain a current roster of names and addresses of every unit owner to whom notice of meetings of the Association must be sent.

## ARTICLE IV

### Officers

Section 1. Designation. The principal officers of the Association shall be the President, the Vice President, the Secretary and the Treasurer, all of whom shall be elected by the Board of Directors. The Board of Directors may appoint an Assistant Treasurer, an Assistant Secretary and such other officers as in its judgment may be necessary. The President and Vice President must be members of the Board of Directors.

Section 2. Election of Officers. Officers shall be elected annually by the Board of Directors at the organization meeting of each new Board of Directors and shall hold office at the pleasure of the Board of Directors.

7  
1

Section 3. Removal of Officers. Upon the affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor may be elected at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors called for such purpose.

Section 4. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the unit owners and of the Board of Directors. He shall have all of the general powers and duties which are incident to the office of President of a stock corporation organized under the Wisconsin Business Corporation Law, including, but not limited to, the power to appoint from among the unit owners any committee which he decides is appropriate to assist in the conduct of the affairs of the Association.

Section 5. Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board of Directors to act in the place of the President on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors or by the President.

Section 6. Secretary. The Secretary shall keep the minutes of all meetings of the unit owners and of the Board of Directors; he shall have charge of such books and papers as the Board of Directors may direct; and he shall, in general, perform all the duties incident to the office of Secretary of a stock corporation organized under the Wisconsin Business Corporation Law. The Secretary shall count the votes at meetings of the Association.

Section 7. Treasurer. The Treasurer shall have the responsibility for Association funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements and for the preparation of all required financial statements. He shall be responsible for the deposit of all moneys and other valuable effects in the name of the Association in such depositories as may from time to time be designated by the Board of Directors, and he shall, in general, perform all the duties incident to the office of Treasurer of a stock corporation organized under the Wisconsin Business Corporation Law.

Section 8. Agreements, Contracts, Deeds, Checks, etc. All agreements, contracts, deeds, leases, checks and other instruments of the

Association may be executed by the President of the Association or by such other person or persons as may be designated by the Board of Directors.

Section 9. Compensation of Officers. No officer shall receive any compensation from the Association for acting as such.

## ARTICLE V

### The Gardens and The Greens Subcommittees

Section 1. Definitions: Membership. Each owner shall, by virtue of its membership in the Association, also be a member of either the Greens Subcommittee or the Gardens Subcommittee, depending upon the type of unit owned by such owner. Owners of Gardens Units, as defined by the Declaration, shall be members of the Gardens Subcommittee. Owners of Greens Units, as UK defined by the Declaration, shall be members of the Greens Subcommittee. The Greens and Gardens Subcommittees shall be responsible, through their respective boards of directors, for administration of all matters which affect exclusively the Greens Units and their appurtenant limited common elements and the Gardens Units and their appurtenant limited common elements, respectively. The Board of Directors of the Association shall administer all matters which affect both the Greens Units and Gardens Units.

Section 2. Powers and Duties of Boards of Directors. The affairs of the Greens Subcommittee and the Gardens Subcommittee shall be governed by five-person boards of directors, each elected by the Greens Unit Owners and the Gardens Unit Owners, respectively. The Greens Subcommittee and the Gardens Subcommittee Boards of Directors shall have the powers and duties necessary for the administration of all matters affecting exclusively the Greens Units, the Greens Limited Common Elements, the Gardens Units and the Gardens Limited Common Elements, respectively, and shall have full powers and authority necessary for or desirable for the complete administration of the Greens Units, the Greens Limited Common Elements, the Gardens Units and the Gardens Limited Common Elements, respectively, and the provisions of the Wisconsin Condominium Ownership Act, the Declaration, these By-Laws and any rules and regulations promulgated hereunder with respect thereto.

Section 3. Election and Terms of Office of Members of Boards. Until the election of a new Board of Directors of the Association by the unit owners pursuant to Section 1(c), Article III of these By-Laws, the Board of Directors of both the Greens Subcommittee and the Gardens Subcommittee shall consist of such three persons as shall have been designated by the Declarant. At



X/ the first annual meeting of the unit owners, such three persons designated by the Declarant shall resign and be replaced by three Greens Unit owners, or if a Greens Unit is owned by a corporation or other entity, by an officer or other authorized representative of such entity, (as to the Greens Subcommittee Board of Directors) and three Gardens Unit owners (as to the Gardens Subcommittee Board of Directors) elected by the Greens Unit owners and the Gardens Unit owners, respectively, subsequent to the election by the unit owners of the Board of Directors of the Association. A unit owner or representative may serve on both the Board of Directors of the Association and the Board of Directors of the Greens and/or Gardens Subcommittees. One member of each Subcommittee Board of Directors shall be elected for a term of three years, one member for a term of two years, and one member for a term of one year. At the expiration of the initial term of office of each member of the Greens Subcommittee and Gardens Subcommittee Boards of Directors, his successor shall be elected for a term of three years. The members of the Greens Subcommittee and Gardens Subcommittee Boards of Directors shall hold office until their respective successors shall have been elected by the Greens Unit owners and the Gardens Unit owners, respectively.

Section 4. Removal, Meetings, Etc. The provisions contained in sections 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 and 15, Article II of these By-Laws with respect to the Board of Directors of the Association shall similarly apply to the Boards of Directors of the Greens Subcommittee and the Gardens Subcommittee. As applied to the Boards of Directors of the Greens Subcommittee and the Gardens Subcommittee, all references in sections 5 and 6, Article II of these By-Laws to a regular or special meeting of unit owners shall mean a regular or special meeting of the members of the Greens Subcommittee or the Gardens Subcommittee.

\* Section 5. Officers. At the first meeting subsequent to their election, the Gardens Subcommittee Board of Directors and the Greens Subcommittee Board of Directors shall each elect a President and Secretary, each of whom must be a member of the respective Subcommittee. The President of each Subcommittee must also be a member of the Board of Directors of such Subcommittee. In the event that the President of a Subcommittee is unable to act, the Board of Directors of the respective Subcommittee shall appoint some other member of the Board to act in the place of the President on an interim basis. The provisions contained in sections 2, 3, 4, 6 and 9, Article IV of these By-Laws with respect to officers of the Association shall similarly apply to the officers of the Greens Subcommittee and the Gardens Subcommittee. As applied to the officers of the Greens Subcommittee and the Gardens Subcommittee, all references in sections 4, 6 and 9, Article IV of these By-Laws to the Association shall mean the Greens Subcommittee or the Gardens Subcommittee.

Section 6. Meetings of Members, Etc. Except as provided in this section 6, the provisions contained in sections 2, 3, 4, 5, 7, 8, 9, 10 and 11, Article III of these By-Laws with respect to the unit owners and the Association shall similarly apply to the members of the Greens Subcommittee and the Gardens Subcommittee and all references contained in the above sections to unit owners and the Association shall mean the members of the Greens Subcommittee and the Gardens Subcommittee, respectively. The provisions of section 7 Article III of these By-Laws regarding the number of votes in the Association appertaining to each unit shall not apply to votes in the Subcommittee and each unit owner shall have one vote in either the Greens Subcommittee or the Gardens Subcommittee for each Greens unit or each Gardens unit, respectively, owned by such unit owner.

## ARTICLE VI

### Operation of the Property

Section 1. Determination of Common Expenses. The Boards of Directors of the Association, the Greens Subcommittee and the Gardens Subcommittee shall from time to time, and at least annually, jointly prepare a budget for the Property, determine the amount of the common expenses for the forthcoming year and allocate and assess such common expenses against the unit owners as provided in section 6 of the Declaration. The assessment for common expenses for the entire year shall be effective as of January 1 of each year but shall be payable in monthly installments. The common expenses shall include, among other things, the cost of all insurance premiums on all policies of insurance required to be or which have been obtained by the Board of Directors pursuant to the provisions of section 2 of this Article VI and the cost of maintaining the private roadway that serves the Condominium as allocated in section 6(c) of the Declaration. The common expenses shall also include such amounts as the Boards of Directors may deem proper for the operation and maintenance of the Property, including, without limitation, an amount for working capital, for a reserve fund for the periodic maintenance, repair and replacement of common elements and limited common elements based upon the estimated remaining useful life of such elements, for a reserve for contingencies, and for making up any deficit in the common expenses for any prior year. The common expenses may also include such amounts as may be required for the purchase or lease by the Board of Directors of the Association or its designee, corporate or otherwise, on behalf of all unit owners, of any unit whose owner has elected to sell or lease such unit or of any unit which is to be sold at a foreclosure or other judicial sale.

Each unit owner shall be responsible for the payment of common expenses which pertain solely to the Condominium as a whole and to the limited common elements appurtenant to such owner's unit, excluding the Greens Limited Common Elements and the Gardens Limited Common Elements. The owners of Greens Units shall be responsible for payment of common expenses attributable to the Greens Units and the Greens Limited Common Elements. The owners of Gardens Units shall be responsible for payment of common expenses attributable to the Gardens Units and the Gardens Limited Common Elements. The owner of a Gardens Unit shall not be responsible for payment of the common expenses which pertain solely to maintenance of the Greens Units or the Greens Limited Common Elements, and the owner of a Greens Unit shall not be responsible for payment of the common expenses which pertain solely to maintenance of the Gardens Units or the Gardens Limited Common Elements. The common expenses which pertain to the Condominium as a whole shall be assessed against each unit owner in proportion to such unit owner's undivided percentage interest in the common elements, as set forth in the Declaration. The common expense which pertain only to the Greens Units and the Greens Limited Common Elements or the Gardens Units and the Gardens Limited Common Elements shall be assessed equally against each Greens Unit or each Gardens Unit, respectively. In preparing the annual budget, the Board of Directors of the Association shall initially determine the common expenses necessary for the forthcoming year exclusive of the costs necessary for maintenance of the Greens Units, the Greens Limited Common Elements the Gardens Units and the Gardens Limited Common Elements. The Boards of Directors of the Greens Subcommittee and the Gardens Subcommittee shall each individually prepare a budget for the costs necessary for maintenance of the Greens Units and Greens Limited Common Elements and the Gardens Units and Gardens Limited Common Elements, respectively, and such budgets shall then be combined with the initial budget prepared by the Board of Directors of the Association to arrive at the common expenses to be assessed against each unit owner.

The Board of Directors of the Association shall advise each unit owner in writing of the amount of common expenses payable by such unit owner, and shall furnish copies to all unit owners of each budget on which such common expenses are based. If the actual common expenses exceed the amounts budgeted by the Board of Directors of the Association or of either of the Subcommittees, or in the event of special circumstances requiring additional funds with respect to one or more units, the Board of Directors of the Association shall be empowered to meet whenever necessary and to assess additional common expenses or special assessments against one or more of the unit owners which shall be payable as the Board of Directors of the Association directs.

An initial working capital funding shall be established for the first months of operation of the Property. Each unit owner shall contribute to such fund upon the closing of the purchase of his or her unit in an amount equal to two months assessment for common expense.

Section 2. Insurance. The Association shall be required to obtain and maintain, to the extent obtainable, fire insurance with extended coverage, vandalism and malicious mischief endorsements, insuring all buildings (including all of the units and the bathroom and kitchen fixtures initially installed therein by the Declarant, but not including furniture, furnishings or other personal property supplied or installed by unit owners), together with all heating equipment and other service machinery contained therein, and all limited common elements; such insurance shall cover the Property and shall name as insureds the Association, and all unit owners and their mortgagees and land contract vendors, as their interests may appear, in an amount equal to not less than the replacement value of the buildings, without deduction for depreciation, with inflation guard endorsement, if available. Each policy shall provide that proceeds shall be payable to the Association or the insurance trustee as provided herein as trustee for all unit owners and their mortgagees or land contract vendors as their interests may appear. All such policies shall provide that adjustment of loss shall be made by the Association, and that the net proceeds thereof, if \$10,000 or less, shall be payable to the Association, and if more than \$10,000, shall be payable to the insurance trustee.

All policies of physical damage insurance shall contain waivers of subrogation and waivers of any defense based on coinsurance or of invalidity arising from any acts of the insured, and shall provide that such policies may not be canceled or substantially modified without at least ten days' prior written notice to the Association and to each first mortgagee and land contract vendor named as an insured in such policies. Prior to obtaining any policy of fire insurance or any renewal thereof, the Association shall obtain an appraisal from a fire insurance company or otherwise of the full replacement value of the buildings including all of the units and all of the common and limited common elements without deduction for depreciation, for the purpose of determining the amount of fire insurance to be effected pursuant to this section.

The Association shall also be required to obtain and maintain, to the extent obtainable, public liability insurance in such limits as the Association may from time to time determine (provided that such limits shall at all times equal or exceed the limit established by Declarant set forth below), covering each member of the Board of Directors of the Association, the Board of Directors of the Greens Subcommittee and the Gardens Subcommittee, the managing agent or

manager (if any), and each unit owner. Such public liability coverage shall also cover cross liability claims of one insured against another. The Board of Directors shall review such limits once each year. Until the first meeting of the Board of Directors following the first annual meeting of the unit owners, such public liability insurance shall be in a single limit of at least \$1,000,000 covering all claims for bodily injury or property damage arising out of one occurrence. Such liability insurance shall provide that the policy may not be canceled or substantially modified without at least ten days' prior written notice to the Association and to each other holder of a first mortgage or land contract vendor listed as a scheduled holder of a first lien in the policy. The Association shall obtain and maintain workmen's compensation insurance to the extent necessary to comply with any applicable laws.

If the cost of obtaining the insurance coverage called for by this section for the Gardens Units is greater than or less than the cost of obtaining such insurance for the Greens Units, all unit owners shall be assessed based upon the lesser rate and the owners of the Greens Units or Gardens Units, whichever has the higher rate shall be equally assessed the additional premiums.

By acceptance of the deed to his unit, each unit owner shall be deemed to have appointed the Association as his attorney-in-fact for the purpose of purchasing and maintaining the above-described policies of insurance, including, where applicable, the collection and appropriate disposition of the proceeds thereof, the negotiation of losses and execution of releases of liability, the execution of all documents and the performance of all other acts necessary to accomplish such purpose.

Unit owners or their mortgagees or land contract vendors shall not be prohibited from carrying other insurance for their own benefit provided that all policies shall contain waivers of subrogation, that the liability of the carriers issuing insurance obtained by the Association shall not be affected or diminished by reason of any such additional insurance, and that all reasonable efforts shall be made to place such additional insurance with the carrier issuing insurance obtained by the Association. The insurance obtained by the Association will not cover the contents of units or public liability claims arising out of occurrences happening within the boundaries of the units.

### Section 3. Repair and Reconstruction After Damage.

(a) In the event of any damage to or destruction of the Property in an amount equal to or less than 20% of the replacement cost of the entire Condominium, whether or not the insurance proceeds, if any, are sufficient

to complete repair or reconstruction, the Board of Directors is authorized to and shall arrange for the prompt repair and reconstruction of such damaged portion of the Property substantially in accordance with the original plans and specifications of such portion (including any damaged units, and any kitchen or bathroom fixtures initially installed therein by the Declarant, but not including any wall, ceiling or floor decorations, painting or coverings or other furniture, furnishings, fixtures or equipment installed by unit owners in the units), and the Board of Directors shall disburse any insurance proceeds to the contractors engaged in such repair and reconstruction in appropriate progress payments. Any cost of such repair and reconstruction in excess of the insurance proceeds shall be a common expense and the Board of Directors may assess the appropriate unit owners for such deficit as part of the common expenses.

By acceptance of the deed to his unit, each unit owner shall be deemed to have consented to the foregoing authorization and direction for repair and reconstruction. Such authorization and direction shall be deemed continuous action by the Association by unanimous consent pursuant to Article III, section 11 of these By-Laws and shall constitute the determination by the unit owners and the Association to repair or reconstruct as required by the Wisconsin Condominium Ownership Act. If, notwithstanding the foregoing provisions, such a determination is submitted to the vote of the unit owners, then the affirmative vote of one unit owner shall be sufficient to determine to repair or reconstruct.

(b) In the event the Property 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, the Association by vote of at least 75% of all unit owners may determine within 90 days after such damage or destruction not to proceed with repair or reconstruction. If the Association determines to repair or reconstruct, or if the Association fails to vote within 90 days after such damage or destruction as to whether to repair or reconstruct, the Board of Directors shall arrange for such repair or reconstruction in accordance with the preceding paragraph of this section. If the Association determines not to repair or reconstruct, the Property shall be deemed to be owned in common by the unit owners in proportion to their respective undivided percentage interests in the common elements and shall be subject to an action for partition at the suit of any unit owner, in which event the net proceeds of sale, together with the net insurance proceeds, shall be divided by the Board of Directors, or the insurance trustee, as the case may be, among all the unit owners in proportion to their respective undivided percentage interests in the common elements, after first paying out of the share of each unit owner, to the extent sufficient for the purpose, all liens on the undivided interest in the property owned by each unit owner.

(c) In the event the Property is destroyed or damaged in an amount in excess of 20% of the replacement cost of the entire Condominium, and insurance proceeds are equal to or greater than 80% of the cost of completing repair or reconstruction, the Board of Directors is authorized and shall arrange for such repair or reconstruction in accordance with Article VI, section 3(a).

By acceptance of the deed to his unit, each unit owner shall be deemed to have consented to the foregoing authorization and direction for repair and reconstruction. Such authorization and direction shall be deemed continuous action by the Association by unanimous consent pursuant to Article III, section 11 of these By-Laws and shall constitute the determination by the unit owners and the Association to repair or reconstruct as required by the Wisconsin Condominium Ownership Act. If, notwithstanding the foregoing provisions, such a determination is submitted to the vote of the unit owners, then the affirmative vote of one unit owner shall be sufficient to determine to repair or reconstruct.

Section 4. Payment of Common Expenses. All unit owners shall be obligated to pay the common expenses assessed by the Board of Directors pursuant to the provisions of section 1 of this Article at such time or times and in such manner as the Board of Directors shall determine, including automatic withdrawals from the unit owners' checking accounts into a designated depository. A late charge of up to \$20 may be imposed by the Board of Directors against a unit owner if any balance in common expenses remains unpaid more than five days after payment is due.

No unit owner shall be liable for the payment of any part of the common expenses assessed against his unit subsequent to a sale, transfer or other conveyance by him thereof (made in accordance with the provisions of Article VIII, section 1 of these By-Laws). A purchaser of a unit shall be liable for the payment of common expenses assessed against such unit prior to the acquisition by him of such unit except that if the Association or Board of Directors furnishes a statement pursuant to section 703.16 of the Wisconsin Condominium Ownership Act, such liability shall be limited to the amount set forth therein.

Each unit owner shall be obligated to pay common expenses hereunder notwithstanding the fact that he may have a pending dispute with the Association or either Subcommittee or the Board of Directors of the Association or of either Subcommittee on any matter.

Section 5. Collection of Assessments. The Board of Directors shall take prompt action to collect from a unit owner any assessment due which remains unpaid by him for more than 30 days from the due date for its payment.

Section 6. Default in Payment of Common Expenses. In the event of default by any unit owner in paying to the Board of Directors the assessed common expenses, such unit owner shall be obligated to pay interest at the highest annual rate ~~permitted by law or at 18% per annum~~, whichever is less, on such common expenses from the due date thereof, together with all expenses, including attorneys' fees, incurred by the Board of Directors in any proceeding brought to collect such unpaid common expenses. The Board of Directors shall have the right and duty to attempt to recover such common expenses, together with interest thereon, and the expenses of the proceedings, including attorneys' fees, in an action brought against such unit owner, or by foreclosure of the lien on such unit granted by section 703.16 of the Wisconsin Condominium Ownership Act. The Board of Directors shall also have the right to prohibit such unit owner from voting at a meeting of the Association if the Association has recorded a statement of condominium lien on such unit and the amount necessary to release the lien has not been paid at the time of the meeting. X

The Board of Directors shall also have the right to publish in the common elements of the Property the names of all unit owners who are more than 30 days delinquent in the payment of their assessments. By acceptance of the deed to his unit, each unit owner shall be deemed to have consented to such publication. X

Section 7. Foreclosure of Liens for Unpaid Common Expenses. In any action brought by the Board of Directors to foreclose a lien on a unit because of unpaid common expenses, the unit owner shall be required to pay a reasonable rental for the use of his unit and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect such rental. The Association or the Board of Directors, acting on behalf of all unit owners, shall have power to purchase such unit at the foreclosure sale and to acquire, hold, lease, mortgage, vote the votes appurtenant to, convey or otherwise deal with the same after such purchase. A suit to recover a money judgment for unpaid common expenses shall be maintainable without foreclosing or waiving the lien securing the same.

Section 8. Statement of Common Expenses. The Board of Directors shall promptly provide any unit owner, who makes a request in writing, with a written statement of his unpaid common expenses.



Section 9. Abatement and Enjoining of Violations. The violation of the Wisconsin Condominium Ownership Act, the Declaration, these By-Laws or any rules and regulations promulgated hereunder by the Boards of Directors of the Association, the Greens Subcommittee or Gardens Subcommittee, shall give the Board of Directors the right, in addition to any other rights set forth in these By-Laws: (a) to enter the unit in which, or as to which, such violation exists and to summarily abate and remove, at the expense of the defaulting unit owner, any thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof (provided, however, that the Board of Directors shall not have the right to alter or demolish items of construction), and the Board of Directors shall not thereby be deemed guilty in any manner of trespass; or (b) to enjoin, abate or remedy such thing or condition by appropriate legal proceedings.

Section 10. Grievance Procedure.

(a) The Board of Directors of the Association or of either Subcommittee or any unit owner may file a written complaint with the Secretary of the Association against another unit owner for violation of the Wisconsin Condominium Ownership Act, the Declaration, these By-Laws and any rules and regulations promulgated hereunder. Upon receipt of a complaint, the Secretary shall furnish a written notice of the alleged violation, the penalties therefor and the hearing procedure to the unit owner complained of by personal delivery or by certified mail, return receipt requested. The unit owner complained of may within fifteen days of delivery or mailing of the notice file a written answer with the Secretary admitting or denying the allegations in the notice. If, within the time period allowed, the unit owner complained of fails to file an answer or admits the allegations of the notice, a violation will be conclusively deemed to have occurred. If, within the time period allowed, the unit owner complained of denies the allegations of the notice, the Secretary shall schedule a hearing before the Grievance Committee to be held not less than 14 or more than 30 days after delivery or mailing of a notice of hearing to the parties. *from the letter*

(b) Upon the delivery or mailing of the notice of hearing, the President of the Association shall appoint the Grievance Committee. The Grievance Committee shall consist of three unit owners who are not members of the Boards of Directors of the Association or either Subcommittee, relatives of the unit owner complaining or complained of, witnesses at the hearing or persons otherwise interested in the hearing.

(c) The hearing shall be conducted by the Grievance Committee. The Board of Directors shall represent the complaining unit owner. The parties and the Grievance Committee shall be entitled to representation at the

hearing by counsel and shall be entitled to examine and cross-examine witnesses. When summoned by the Grievance Committee to do so, it shall be the obligation of each unit owner to appear and testify at the hearing and to produce records and data relevant to the subject matter of the hearing. The hearing shall be informal and conformity to the legal rules of evidence shall not be required. Within seven days after the conclusion of the hearing, the Grievance Committee shall file a written decision with the Secretary which shall be binding upon the unit owners.

(d) Upon a determination by the Grievance Committee that a violation has occurred, the Board of Directors may, without limiting any other rights set forth in the By-Laws, restrict the right of the defaulting unit to the use of portions of the common elements and/or impose a fine against the defaulting unit owner in the amount of \$50 for the first violation and \$250 for subsequent violations of the same offense, which if not paid within three days shall bear interest at the rate of 18% per annum. When imposed, such fine shall constitute a special assessment against the unit owner and if unpaid may be foreclosed against the owner's unit in accordance with Article VI, section 7 of these By-Laws. ✓

#### Section 11. Maintenance and Repair.

(a) All maintenance of and repairs to any unit and to any limited common element appertaining solely to such unit, structural or nonstructural, ordinary or extraordinary shall be made by the owner of such unit. Each unit owner shall be responsible for the cleaning, maintenance and repair of all doors and windows appurtenant to his unit. Each unit owner shall be responsible for all damages to any other unit or common or limited common element resulting from his negligence, misuse, misconduct or neglect, except to the extent such damages may be caused by a peril for which insurance coverage is maintained by the Association.

If a unit owner fails to maintain his unit or the limited common elements appertaining solely to his or her unit in a manner consistent with the standards of maintenance of the Condominium, as determined by the Board of Directors of the Association with respect to any unit or the Board of Directors of the Greens Subcommittee or the Gardens Subcommittee with respect to any Greens Unit or Gardens Unit respectively, the Association may, upon 30 days' written notice to such unit owner, proceed to arrange for the necessary maintenance or repair of the unit or limited common elements. All costs so incurred by the Association shall constitute a common expense which shall be specially assessed solely against the affected unit and the Association shall take

such steps as are permitted or required by these By-Laws to enforce payment of such special assessment.

(b) All maintenance, repairs and replacements to the common elements, the Greens Limited Common Elements or the Gardens Limited Common Elements (except as provided in section 11(a) and unless necessitated by the negligence, misuse, misconduct or neglect of a unit owner, in which case such expense shall be charged to such unit owner) shall be made by the Boards of Directors of the Association, the Greens Subcommittee or Gardens Subcommittee, respectively, and be charged to all the unit owners, the Greens Unit owners or the Gardens Unit owners, as applicable, as a common expense. The Greens Subcommittee and the Gardens Subcommittee shall be responsible for snow removal from all roads, driveways and sidewalks contained in the Greens Limited Common Elements and the Gardens Limited Common Elements, respectively, as necessary. The Association shall be responsible for all obligations imposed by the Private Roadway Easement including, without limitation, maintenance, snow removal and enforcement of rules and regulations.

Section 12. Use of Property. In order to provide for congenial occupancy of the Property and for the protection of the values of the units, the use of the Property shall be subject to the following limitations:

(a) The units shall be restricted to residential use.

(b) The common and limited common elements shall be used only for the purposes for which they are reasonably suited and which are incidental to the use and occupancy of units.

(c) No nuisances or noxious odors shall be allowed on the Property nor shall any use or practice be allowed which is a source of annoyance to its residents or which interferes with the peaceful possession or proper use of the Property by its residents.

(d) No unlawful use shall be made of the Property or any part thereof, and all laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be complied with. Such compliance shall be accomplished at the sole expense of the unit owner(s) concerned or the Association, whichever shall have the obligation to maintain or repair such portion of the Property.

(e) No tree or bush or other vegetation (whether planted by Declarant or naturally located) shall be removed from a common or limited

common area without the prior written approval of the Board of Directors of the Association or the Greens or Gardens Subcommittee with respect to the Greens or Gardens Limited Common Elements. The removal of logs or wood from any portion of the Property is prohibited.

(f) Trash, garbage or other waste shall be placed in centrally located trash containers provided by the Greens and Gardens Subcommittees.

(g) No trailer, tent, shack, garage, barn or other outbuilding, or living quarters of a temporary character, shall be permitted on any part of the Property at any time. There shall be no camping on the Property at any time.

(h) Except with the prior permission of the Board of Directors of the Greens Subcommittee or the Gardens Subcommittee, as applicable, no trucks, buses, trailers, campers, snowmobiles, boats or vehicles (other than private passenger cars, station wagons or similar private vehicles) shall be parked on the Property (other than inside garages) for purposes other than in the normal course of construction or for services rendered to a unit.

(i) No animals, livestock, or poultry of any kind shall be raised, bred or kept on the Property, except that each unit owner may keep no more than one dog or one cat. No dog may be kept on premises which weighs more than 30 pounds. All pets shall be kept on a leash and accompanied by its owner when in any portion of the common elements of the Condominium. No pet shall be permitted which causes an unreasonable disturbance. Any pet excrement in common or limited common areas shall be removed immediately by the owner of the unit in which the pet resides. No pets are permitted in any landscaped area.

(j) Patio furniture, umbrellas or plants shall not obstruct the view of any other unit owner. Patios shall not be used for storage of any items nor for the drying of laundry. Nothing shall be placed on a patio which exceeds its structural capacity.

(k) The overhead light above the front door of each unit shall remain operational at all times. Each unit owner shall promptly replace burned-out light bulbs. A unit owner may not install any additional outside lights, wherever located, without the consent of the Design Review Committee, as set forth in this Article.

(l) Garage doors shall be kept closed at all times. Garages and driveways shall not be used for vehicle repairs, painting or similar activities.

(m) Parking on the roads on the Property, including the access road governed by the Private Roadway Easement, is not permitted at any time. The roads shall be kept clear at all times for emergency traffic such as ambulances and fire trucks. Guests may park only in those areas designated by the Association, the Greens Subcommittee or the Gardens Subcommittee.

X (n) The Association, the Greens Subcommittee and the Gardens Subcommittee are responsible for all snow removal on the Property. Unit Owners shall not use any rock salt or other melting chemicals on the Property.

Section 13. Additions, Alterations or Improvements by Board of Directors. Whenever in the judgment of the Board of Directors of the Association, the Greens Subcommittee or the Gardens Subcommittee the common and limited common elements shall require additions, alterations or improvements costing in excess of 10% of the annual operating budget, and the making of such additions, alterations or improvements shall have been approved by a majority of unit owners that will be assessed for the cost of such additions, alterations or improvements, the Board of Directors of the Association or the applicable Subcommittee shall proceed with such additions, alterations or improvements and shall assess the applicable unit owners for the cost thereof as a common expense. Any additions, alterations or improvements costing 10% of the annual operating budget or less may be made by the Board of Directors of the Association, the Greens Subcommittee or the Gardens Subcommittee without approval of the unit owners and the cost thereof shall constitute a common expense of all unit owners or the owners of Greens Units or Gardens Units, as applicable.

X Section 14. Structural Additions, Alterations or Improvements by Unit Owners. A unit owner may make additions, improvements or alterations within his unit which do not impair the structural integrity or lessen the support of any portion of the Property, provided, however, that a unit owner shall notify the Association, in writing, in advance of (i) the work such unit owner intends to carry out within the unit, and (ii) the name of the person or contractor who will perform such work. No unit owner shall make any change in, nor affix anything to, the exterior of his unit or of any portion of the Property (including the planting of trees and shrubs in any portion of the common or limited common elements) without the prior written approval of the Design Review Committee, described below, except that a unit owner may plant flowers within five feet of the exterior walls of his unit without such prior approval. The above provisions of this section shall not apply to units owned by the Declarant until such units shall have ✓

been conveyed by the Declarant. The Board of Directors and the Association shall not be liable to any contractor, subcontractor or materialman or to any person sustaining personal injury or property damage, for any claim arising in connection with such additions, alterations or improvements.

Section 15. Architectural and Design Control.

(a) A Design Review Committee consisting of three or more persons shall be appointed by the Boards of Directors of the Greens Subcommittee and the Gardens Subcommittee and shall be responsible to the Boards of Directors of the Association. The Design Review Committee shall regulate the external design and appearance of the Greens Units and Gardens Units and the design, appearance and location of improvements to the common areas, the Greens Limited Common Areas and the Gardens Limited Common Areas in such a manner as to promote those qualities in the environment which bring value to the Property and foster the attractiveness and functional utility of the Condominium as a place to live, including a harmonious relationship among structures, vegetation and topography.

(b) Except as otherwise specifically provided in the Declaration or these By-Laws, no building, fence, wall, antenna, exterior lighting, structure or projection from a structure (whether of a temporary or permanent nature, or whether or not affixed to a unit or to any other structure or to the ground) shall be commenced, erected, maintained, improved or altered, nor shall any grading, excavation, tree removal or planting be done in the common or limited common areas, nor shall any change of exterior color or other work which in any way alters the exterior appearance of any unit, common area or limited common area be done, without the prior written approval of the Design Review Committee regarding (i) the harmony of its exterior design and location in relation to, and its effects upon, surrounding structures, vegetation, topography, and the overall community design of the Property, (ii) the character of the exterior materials and (iii) quality of the exterior workmanship.

(c) The Design Review Committee shall, subject to the approval of the Board of Directors of the Association, develop and promulgate policy guidelines for the application of the design review provisions set forth herein. The policy guidelines shall include review procedures, aspects and objectives of review, and principles and criteria (used as standards) in determining the achievement of the required objectives. The policy guidelines may also include specific design practices that, though optional, are generally acceptable methods for achieving the required objectives in particular design problems frequently encountered in the Property. The policy guidelines are intended to

assist the Design Review Committee and the unit owners in the ongoing process of community design. They may be modified and supplemented from time to time, on due notice to the unit owners and subject to the approval of the Board of Directors of the Association.

(d) In the event the Design Review Committee fails to approve or disapprove in writing an application within 60 days after the plans and specifications in writing have been submitted to it by a unit owner, in accordance with adopted procedures, approval will be deemed granted. An applicant may appeal an adverse Design Review Committee decision to the Board of Directors, who may reverse or modify such decision by a two-thirds vote of those Directors present and voting at a meeting at which a quorum is present.

Section 16. Water and Sewer Charges. Water and sewer required to service the units and the common elements shall be supplied by the City of Brookfield and shall be separately metered for each unit. Each unit owner shall be responsible for water and sewer services used in or in connection with his unit. Expenses for water used in or in connection with the common elements, the Greens Limited Common Elements or the Gardens Limited Common Elements shall be paid as a common expense of all the units or the Greens or Gardens Units, respectively.

Section 17. Electricity and Gas. Electricity and gas required to service the units and the common elements shall be supplied by the public utility companies serving the area, and shall be separately metered for each unit. Each unit owner shall be responsible for electricity and gas consumed or used in or in connection with his unit. Expenses for electricity and gas consumed or used in or in connection with the common elements, the Greens Limited Common Elements or the Gardens Limited Common Elements shall be paid as a common expense of all the units or the Greens or Gardens Units, respectively.

Section 18. Rules of Conduct. Rules and regulations concerning the use of all units and the common elements may be promulgated and amended by the Board of Directors of the Association. Rules and regulations concerning the Greens or Gardens Units and the Greens or Gardens Limited Common Elements may be promulgated and amended by the Board of Directors of the Greens Subcommittee and the Gardens Subcommittee, respectively. Copies of such rules and regulations shall be furnished by the respective Board of Directors to each affected unit owner prior to their effective date.

Section 19. Right of Access. A unit owner shall grant a right of access to his unit to the manager, the managing agent, and any other person

authorized by the Board of Directors of the Greens Subcommittee or the Gardens Subcommittee, to make inspections, to correct any condition originating in his unit and threatening another unit or the common or limited common elements, to install, alter or repair mechanical or electrical services or other common or limited common elements in his unit or elsewhere in the building, and to correct any condition which violates the provisions of any mortgage covering another unit. Requests for such entry shall be made in advance and such entry shall be scheduled for a time reasonably convenient to the unit owner. However, in case of an emergency, such right of entry shall be immediate, whether the unit owner is present at the time or not.

## ARTICLE VII

### Mortgages

Section 1. Mortgage of Units. Each unit may be separately mortgaged.

Section 2. Notice to Board of Directors. A unit owner who mortgages his unit shall immediately notify the Board of Directors of the name and address of his mortgagee. The Board of Directors shall maintain such information in a book entitled "Mortgages of Units".

Section 3. Rights of Mortgagees. As to any mortgagee of a unit or insurer or guarantor of any unit mortgagee (referred to below, collectively, as the "mortgagee") which has notified the Association in writing delivered or mailed by certified mail to the place of service of process stated in section 8 of the Declaration that it desires to receive notice of the following matters:

(a) The Board of Directors shall give the mortgagee 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 the Declaration, the Articles or the By-Laws.

(b) The Board of Directors shall give the mortgagee 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 30 days after such failure.



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

(d) The Board of Directors shall notify the mortgagee 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 mortgagees if common elements of the Condominium are damaged in an amount exceeding \$20,000. The Board shall also notify the mortgagee in writing of any condemnation proceedings concerning the Property.

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

Section 4. Land Contracts. For purposes of this Article VII and elsewhere in these By-Laws, land contract vendors and vendees shall have the same rights as mortgagees and mortgagors, respectively.

## ARTICLE VIII

### Sales and Leases of Units

Section 1. Sales and Leases. Unit owners may sell or lease their units or any interest therein provided the provisions of this Article and section 10 of the Declaration are complied with. A unit owner shall notify the Association of the pending sale of such owner's unit and the owner of a Gardens Unit shall notify the Association of the pending lease of such unit at least 21 days prior to the date of the closing of such sale or commencement of such lease, and shall supply the Association with the names of the prospective purchasers or lessees. A unit owner's sale of his unit shall include the sale of (a) the undivided percentage interest in the common and limited common elements appurtenant thereto; (b) the interest of such unit owner in any units theretofore acquired by the Association, or its designee, on behalf of all unit owners, or the proceeds of the sale or lease thereof, if any; and (c) the interest of such unit owner in any other assets of the Association ((a), (b) and (c) hereinafter collectively called the "appurtenant interests").

Section 2. No Severance of Ownership. No unit owner shall execute any deed, mortgage or other instrument conveying or mortgaging title to his unit without including therein the appurtenant interests, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage or other instrument purporting to affect one or more of such interests, without including all such interests, shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the appurtenant interests of any unit may be sold, transferred, or otherwise disposed of, except as a part of a sale, transfer or other disposition of the unit to which such interests are appurtenant, or as part of a sale, transfer or other disposition of such part of the appurtenant interests of all units.

Section 3. Financing of Purchase of Units by Association. Acquisition of units by the Association or its designee, on behalf of all unit owners, may be made from the working capital and assessments for common expenses in the hands of the Board of Directors, or if such funds are insufficient, the Association may borrow money to finance the acquisition of such unit; provided, however, that no financing may be secured by an encumbrance or hypothecation of any property other than the unit so to be acquired by the Association. Title to any real or personal property acquired by the Association shall be taken in the name of the Association. The Association shall act to borrow money, and acquire and convey property in the same manner as a corporation organized under the Wisconsin Nonstock Corporation Law.

Section 4. Waiver of Right of Partition With Respect to Units Acquired by Association. In the event that a unit shall be acquired by the Association or its designee, on behalf of all unit owners as tenants in common, all such unit owners shall be deemed to have waived all rights of partition with respect to such unit.

Section 5. Rental. Unit owners may rent their units by written lease to whomever and on whatever terms and conditions as they so desire; provided, however, that no Gardens Unit may be leased or rented for a period of less than one year, and further provided that the Association is given notice of the names and permanent address of the tenants of any Gardens Unit at least 21 days prior to the commencement of their tenancy. All leases shall specifically obligate the tenants to abide by the Declaration, these By-Laws and rules and regulations promulgated thereunder.

Section 6. Payment of Assessments. No unit owner shall be permitted to convey, mortgage, pledge, hypothecate, sell or lease his unit unless

and until he shall have paid in full to the Association all unpaid common expenses theretofore assessed by the Board of Directors against his unit.

## ARTICLE IX

### Condemnation

Section 1. Common Elements. In the event of a taking in condemnation or by eminent domain of part or all of the common elements of the Property exclusive of any of the units, the award made for such taking shall be payable to the Association if such award amounts to \$10,000 or less, otherwise it shall be payable to the insurance trustee. The Association, or the Greens Subcommittee or Gardens Subcommittee with respect to limited common elements appurtenant to Greens Units or Gardens Units shall promptly undertake to restore the common elements. The proceeds of the award shall be disbursed to effect such restoration and any costs in excess of the award shall be a common expense. The applicable Board of Directors shall effect such restoration in accordance with Article VI, section 3(a) of these By-Laws. If restoration is not undertaken, the proceeds of the award shall be disbursed to the unit owners in proportion to their respective undivided percentage interests in the common elements.

Section 2. Units. In the event of a taking in condemnation or by eminent domain of any of the units exclusive of the common elements, or of any of the units and a portion of the common elements, the Association by vote of a majority of the unit owners of the Condominium within 90 days of payment of the award (or other payment if conveyed in lieu of such taking) shall determine whether to permit repair or reconstruction of the units and common elements effected. If the Association determines to permit repair or reconstruction and the unit owners effected unanimously elect to undertake repair or reconstruction of their units, the Board of Directors shall effect such repair or reconstruction in accordance with Article VI, section 3(a) of these By-Laws, except that any cost of repair or reconstruction of units in excess of the award shall be the sole expense of the owners of such units. If the Association determines not to repair or reconstruct or fails to vote within said 90-day period or the unit owners effected do not unanimously elect to repair or reconstruct, the entire net proceeds shall be disbursed to those unit owners whose units have been taken in proportion to their respective undivided percentage interests in the common elements. If any such unit owner is in default in paying common expenses, the amount of said common expenses shall be deducted from his share of the proceeds. Upon receipt of his or her share of the proceeds, each unit owner shall execute a release, in form satisfactory to the Association, of his or her undivided percentage interest in the common elements and shall thereafter no longer be considered a unit owner. The

interests of the remaining unit owners in the common elements shall be recomputed by the Board of Directors, whose decision shall be final, to reflect said releases.

## ARTICLE X

### Records

Section 1. Records and Reports. The Boards of Directors of the Association and the Greens and Gardens Subcommittees or the respective managing agents shall respectively keep detailed records of the actions of the Association, the Subcommittees and the Boards of Directors of each, minutes of the meetings of the Boards of Directors of each, minutes of the meetings of the unit owners, and financial records and books of account of the Association, including a chronological listing of receipts and expenditures, as well as a separate account of each unit which, among other things, shall contain the amount of each assessment of common expenses against such unit, the date when due, the amounts paid thereon, and the balance remaining unpaid. A written report summarizing all receipts and expenditures of the Association shall be rendered by the Board of Directors to all unit owners at least semiannually. In addition, an annual report of the receipts and expenditures of the Association, prepared by an independent certified public accountant which report need not be certified, shall be rendered by the Board of Directors to all unit owners and to all mortgagees of units who have requested the same, promptly after the end of each fiscal year.

## ARTICLE XI

### Miscellaneous

Section 1. Notices. All notices to the Board of Directors of the Association or of either Subcommittee or the Association shall be sent by registered or certified mail, c/o the managing agent, or if there is no managing agent, to the office of the Association or to such other address as the Board of Directors may hereafter designate from time to time. Except when delivered in person, all notices to any unit owner shall be mailed or hand delivered to his unit or to such other address as may have been designated by him from time to time, in writing, to the Board of Directors. All notices to mortgagees of units shall be mailed or hand delivered to their respective addresses, as designated by the unit owners to the Board of Directors. All notices shall be deemed to have been given when mailed, except notices of change of address which shall be deemed to have been given when received. Notices to the unit owners or their mortgagees need

not be mailed by registered or certified mail, except as otherwise provided in these By-Laws.

Section 2. Invalidity. The invalidity of any part of these By-Laws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these By-Laws.

Section 3. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these By-Laws or the intent of any provision thereof.

Section 4. Gender. The use of the masculine gender in these By-Laws shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

Section 5. Waiver. No restriction, condition, obligation or provision contained in these By-Laws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

Section 6. Insurance Trustee. The insurance trustee shall be a financial institution in the State of Wisconsin, designated by the Board of Directors and having a capital, surplus and undivided profits of \$1,000,000 or more. The Board of Directors shall pay the fees and disbursements of any insurance trustee and such fees and disbursements shall constitute a common expense.

Section 7. Conflicts. These By-Laws are set forth to comply with the requirements of the Wisconsin Condominium Ownership Act. In case any of these By-Laws conflict with the provisions of such Act, the provisions of such Act shall control. In case any of these By-Laws conflict with the provisions of the Declaration, the Declaration shall control.

## ARTICLE XII

### Amendments to By-Laws

Section 1. Amendments to By-Laws. These By-Laws may be modified or amended by vote of at least 67% of the authorized votes of all unit owners, such vote to be taken at a meeting of unit owners duly held for such purposes.

**FIRST AMENDMENT TO THE BYLAWS OF  
WILLOW BROOK CONDOMINIUM ASSOCIATION, INC.**

WHEREAS, V. K. Development Corporation, a Wisconsin corporation (the Declarant), has submitted the property located in Waukesha County, State of Wisconsin, (the "Property") known as Willow Brook Condominium to the provisions of the Wisconsin Condominium Ownership Act by a Declaration of Condominium (the "Declaration") recorded in the office of the Register of Deeds for Waukesha County on October 27, 1993 in Reel 1813, Images 1721 to 1737 inclusive, as Document No. 1896160; and

WHEREAS, By-Laws (the "By-Laws") have been adopted which serve as the By-Laws of the Willow Brook Condominium Association, Inc. (The "Association"), a Wisconsin corporation organized under the Wisconsin Nonstock Corporation Law to serve as an association of unit owners under the Wisconsin Condominium Ownership Act; and

WHEREAS, Article XII, Section 1 of the By-Laws provides that the By-Laws may be modified or amended by a vote of at least 67% of the authorized votes of all unit owners, such vote to be taken at a meeting of unit owners duly held for such purposes; and

WHEREAS, at least 67% of the authorized votes of all unit owners, and such vote haven been taken by proxy, have consented to and desire to amend the By-Laws of the Willow Brook Condominium Association, Inc.

NOW THEREFORE, pursuant to Article XII, Section 1 of the By-Laws of the Willow Brook Condominium Association, Inc. the By-Laws are amended or restated as follows:

1. The last paragraph of Article VI, Section 1 is hereby deleted and replaced with the following:

"Every unit owner shall contribute to the working capital fund and/or reserve account for the operation of the Property upon the closing of the purchase of his or her unit, from the Declarant or from any subsequent unit owner, in an amount equal to two months assessment for common expense."

2. The 21 day notice provision, set forth in the second sentence of Article VIII, Section 1, is hereby amended to 7 days with respect to the commencement of a pending lease involving a Gardens Unit.

3. The 21 day notice provision, set forth in Article VIII, Section 5, is hereby amended to 7 days.

August, 1996.


WILLOW BROOK CONDOMINIUM ASSOCIATION, INC.

BY: Vincent. Kuttemperoor  
Vincent Kuttemperoor  
Board of Directors

State of Wisconsin     )  
                             ) SS  
Waukesha County      )

This instrument was acknowledged before me this 19th day of August, 1996 by Vincent Kuttemperoor, as a Board member of the Willow Brook Condominium Association, Inc.



  
Sanjay Kuttamperoor  
Notary Public, State of Wisconsin  
My commission is permanent.

This instrument was drafted by: Sanjay Kuttemperoor, Esq.  
Fuchs, Snow & O'Connell, S.C.  
1011 North Mayfair Road  
Suite 100  
Milwaukee, WI 53226-3431

**SECOND AMENDMENT TO THE BY-LAWS OF  
WILLOW BROOK CONDOMINIUM ASSOCIATION, INC.**

WHEREAS, V.K. Development Corporation, a Wisconsin corporation (the "Declarant"), has submitted the property located in Waukesha County, State of Wisconsin, (the "Property") known as Willow Brook Condominium to the provisions of the Wisconsin Condominium Ownership Act by a Declaration of Condominium (the "Declaration") recorded in the office of the Register of Deeds for Waukesha County on October 27, 1993 in Reel 1813, Images 1721 to 1737 inclusive, as Document No. 1896160; and

WHEREAS, By-Laws (the "By-Laws") have been adopted which serve as the By-Laws of the Willow Brook Condominium Association, Inc. (the "Association"), a Wisconsin corporation organized under the Wisconsin Non-Stock Corporation Law to serve as an association of unit owners under the Wisconsin Condominium Ownership Act; and

WHEREAS, Article XII, Section 1 of the By-Laws provides that the By-Laws may be modified or amended by a vote of at least 67% of the authorized votes of all unit owners, such vote to be taken at a meeting of unit owners duly held for such purposes; and

WHEREAS, as the First Amendment to the By-Laws of the Willow Brook Condominium Association, Inc. was adopted on August 19, 1996; and

WHEREAS, at least 67% of the authorized votes of all unit owners, have consented to and desire to amend the By-Laws of the Willow Brook Condominium Association, Inc.

NOW THEREFORE, pursuant to Article XII, Section 1 of the By-Laws of the Willow Brook Condominium Association, Inc., the By-Laws are amended or restated as follows:

1. The first two sentences of Article VI, Section 12(i) are hereby deleted in their entirety and replaced with the following:

No animals, livestock or poultry of any kind shall be raised, bred or kept on the Property, except that each unit owner may keep no more than one dog or one cat. No dog may be kept on premises which weighs more than 30 pounds, except for those dogs owned by unit owners or those renting from unit owners as of the date of adoption of this second amendment.



IN WITNESS WHEREOF, this Amendment has been dated this 10<sup>th</sup> day of  
November, 1998.

WILLOW BROOK CONDOMINIUM ASSOCIATION, INC.

BY: Vincent. Kuttemperoor  
Vincent Kuttemperoor  
Board of Directors

State of Wisconsin )  
                                  ) SS  
Waukesha County )

This instrument was acknowledged before me this 10<sup>th</sup> day of November,  
1998 by Vincent Kuttemperoor, as a Board member of the Willow Brook Condominium  
Association, Inc.



Sanjay Kuttemperoor  
Sanjay Kuttemperoor  
Notary Public, State of Wisconsin]  
My commission is permanent.

**WILLOW BROOK GARDENS**

**DISCLOSURE MATERIALS**

**SECTION D**

**ARTICLES OF INCORPORATION**

ARTICLES OF INCORPORATION  
OF  
WILLOW BROOK CONDOMINIUM ASSOCIATION, INC.

I, the undersigned, being a natural person over the age of 21 years and acting as incorporator of a nonstock, nonprofit corporation under the provisions of the Wisconsin Nonstock Corporation Law, Chapter 181 of the Wisconsin Statutes, do hereby adopt the following as the Articles of Incorporation of such corporation:

ARTICLE I

Name

The name of the Corporation shall be Willow Brook Condominium Association, Inc.

ARTICLE II

Period of Existence

The period of existence of the Corporation shall be perpetual.

ARTICLE III

Purposes

The purposes for which this Corporation is organized are as follows:

1. To serve as an association of unit owners under the Wisconsin Condominium Ownership Act who own certain residential property located in Waukesha County, State of Wisconsin (the "Property") subject to the terms and conditions of the Declaration of Condominium as the same may be amended from time to time (the "Declaration") for Willow Brook (the "Condominium"), as recorded in the office of the Register of Deeds for Waukesha County, Wisconsin;
2. to serve as a means through which the unit owners may collectively and efficiently manage, maintain, reconstruct, care for and/or make additions to the Property in accordance with the Wisconsin Condominium Ownership Act and the Declaration; and

3. to engage in any lawful activity related to the foregoing within the purposes for which a nonstock, non-profit corporation may be organized under the Wisconsin Non-Stock Corporation Law, Chapter 181 of the Wisconsin Statutes, subject to the Wisconsin Condominium Ownership Act and the Declaration.

## ARTICLE IV

### Powers

The Corporation shall have all of the powers enumerated in the Wisconsin Nonstock Corporation Law, to the extent not inconsistent with the Wisconsin Condominium Ownership Act, the Declaration and the ByLaws of the Corporation, including without limitation, the following:

1. To exercise exclusive management and control of the common elements described in the Declaration;
2. to operate, repair, replace, reconstruct, protect, maintain and/or make additions to the common elements as described in the Declaration;
3. to purchase, lease or otherwise acquire units on behalf of all the unit owners and to sell, lease, mortgage, vote the votes appurtenant to, and otherwise deal with said units so acquired on behalf of all the unit owners;
4. to hire, engage or employ and discharge such persons or entities as it may deem necessary or advisable to assist in the management of its affairs and the maintenance and operation of the Property;
5. to determine, levy and collect assessments against the unit owners and use the proceeds thereof in the exercise of its powers and duties, including without limitation, the payment of operating expenses of the Corporation and the common expenses relating to the maintenance, repair, replacement, reconstruction, operation and protection of the common elements described in the Declaration;
6. to purchase insurance on the Property and insurance for the benefit of the Corporation and its members;
7. to adopt and amend rules and regulations governing the use and operation of the Property;

8. to enforce by legal means the provisions of the Wisconsin Condominium Ownership Act, the Declaration, the ByLaws of the Corporation and any rules and regulations governing the use and operation of the Property;

9. to establish and maintain one or more bank accounts for deposit and withdrawal of the funds of the Corporation; and

10. to do all things necessary or convenient to effectuate the purposes of the Corporation.

## ARTICLE V

### Members

There shall be one class of members designated as "unit owners". The rights and qualifications of members are set forth in the ByLaws of the Corporation.

## ARTICLE VI

### Principal Office and Registered Agent

The location of the principal office of the Corporation shall be 240 Regency Court, Waukesha, Wisconsin 53186 and the initial registered agent shall be Vincent Kuttemperoor. The address of the initial registered agent is 240 Regency Court, Waukesha, Wisconsin 53186.

## ARTICLE VII

### Directors

The number of directors of the Corporation shall be fixed in the ByLaws of the Corporation and in no event shall be less than three. The manner in which directors shall be selected, appointed and removed shall be set forth in the ByLaws of the Corporation.

The number of directors constituting the initial Board of Directors shall be three. The names and addresses of the initial directors are:

Vincent Kuttemperoor  
240 Regency Court  
Waukesha, Wisconsin 53186

Geeta Kuttemperoor  
450 Somerset Lane  
Brookfield, Wisconsin 53005

Ajay Kuttemperoor  
4592 Somerset Lane  
Brookfield, Wisconsin 53005

## ARTICLE VIII

### Incorporator

The name and address of the incorporator of the Corporation are:

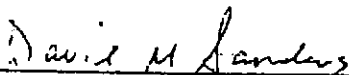
David M. Sanders, Esq.  
c/o Reinhart, Boerner, Van Deuren,  
Norris & Rieselbach, s.c.  
1000 North Water Street,  
Suite 2100  
Milwaukee, WI 53202

## ARTICLE IX

### Dissolution

The Corporation shall not have or issue shares of stock. No dividend shall ever be paid and no part of the net earnings, assets or surplus of the Corporation shall inure to the benefit of or be distributed to its members, directors, officers or any other private individual other than by a rebate of excess membership dues, fees or assessments. The Corporation may pay compensation in reasonable amount to employees, members, directors or officers for services rendered and may confer benefits upon its members in conformity with its purposes and to the extent not prohibited in its ByLaws.

Executed in duplicate this 22nd day of April, 1994.

  
\_\_\_\_\_  
David M. Sanders, Incorporator

State of Wisconsin )

: SS

Milwaukee County )

This instrument was acknowledged before me this 22nd day of April,  
1994 by David M. Sanders.



*Patricia Rave Frontczak*  
( Patricia Rave Frontczak )  
Notary Public, State of Wisconsin  
My commission 11-27-94

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

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

This instrument must be recorded in Waukesha County.

1874342

Bill Glasgow

1769 1105

Copy

COPY

PRIVATE ROADWAY EASEMENT

THIS EASEMENT is dated August 23, 1993 by and between The COURT LIMITED PARTNERSHIP, a Wisconsin limited partnership ("Court"), and V.K. DEVELOPMENT CORPORATION, a Wisconsin corporation ("VKD").

RECITALS

Court and VKD acknowledge the following.

A. Court owns a parcel of real estate legally described on Exhibit A attached hereto on which Court plans to construct 120 multifamily apartment units (the "Court Parcel").

B. VKD owns a parcel of real estate legally described on Exhibit B attached hereto on which VKD plans to construct 72 condominium units and 140 multifamily apartment units (the "VKD Parcel").

C. VKD will construct a private roadway, connecting to Calhoun Road and to Burleigh Road, to provide ingress and egress for the Court Parcel and the VKD Parcel.

D. The private roadway shall be located on portions of both the Court Parcel and the VKD Parcel.

E. Court and VKD desire to grant reciprocal easements for use of the private roadway, to provide for the maintenance of the private roadway and to allocate the cost of such maintenance, in accordance with the terms of this Easement Agreement.

AGREEMENTS

In consideration of the Recitals and the mutual agreements which follow, Court and VKD agree as follows:

1. Grant of Easement. Court and VKD hereby grant perpetual easements, each party to the other, for ingress and egress over the private roadway legally described on Exhibit C attached hereto (the roadway, entrance ways and all lighting or similar appurtenances to the roadway shall be collectively referred to as the "Roadway").

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2. Use of Roadway. The Roadway shall be used exclusively for vehicular and pedestrian ingress and egress to the Court Parcel and the VKD Parcel from Calhoun Road and Burling Road by the owners of the Court Parcel and the VKD Parcel, their tenants, employees, invitees and licensees.

3. Responsibility for Maintenance of the Roadway. The Roadway shall be maintained by VKD, until the VKD parcel is subjected to a condominium declaration. At such time, the condominium association created to govern the condominium shall be responsible for maintenance of the Roadway. For purposes of this Agreement, the party responsible for maintenance of the Roadway and entrance ways shall be designated the "Responsible Party."

4. Standard for Maintenance. The Roadway shall be maintained in a good and attractive condition at all times and in accordance with the specifications of the City of Brookfield. The Roadway shall be plowed and salted as necessary for the safe use of the Roadway. The Roadway shall be repaired as necessary to keep the Roadway in a smooth condition and potholes shall be promptly repaired. The entrance ways shall be landscaped in a manner consistent with the landscaping of the Court Parcel and the VKD Parcel. All signage and lighting at the entrance ways on the Roadway shall be maintained in good and working condition.

5. Cost of Maintenance. The owners of the Court Parcel and the VKD Parcel shall be responsible for all costs of maintenance of the Roadway. The owner of the Court Parcel shall pay 20% of such costs and the owner of the VKD Parcel shall pay 80% of such costs, including the aggregate of any special taxes levied pursuant to section 10(b). The Responsible Party, as applicable, shall prepare an annual budget for maintenance of the Roadway in accordance with the maintenance standards set forth in this Easement Agreement. The annual budget shall include reasonable reserves for repaving and similar capital expenditures. The annual budget shall be submitted to the owner of the Court Parcel by November 15 of each year and the parties shall agree upon a budget by December 15. On or before the first day of each month from January through April, the parties shall make a payment equal to 1/6 of their respective portions of the amount of the annual budget into a common fund ("the Roadway Fund"). On the first day of each month from May through August, each party shall make a payment equal to 1/12 of the annual budget into the Roadway Fund. The Roadway Fund shall be managed by the Responsible Party and shall be held in one or more separate bank accounts at a federally insured financial institution. The Responsible Party shall make timely payments for maintenance from the Roadway Fund. If the Roadway Fund, exclusive of reserves, is insufficient to pay the cost of maintaining the Roadway at any time, each party shall pay its respective share

of any shortfall within ten days after receipt of an invoice for any costs which exceed the balance in the Roadway Fund.

6. Right to Cure. If Court believes the Roadway is not being maintained in accordance with the standards set forth in paragraph 4, Court may give the Responsible Party written notice describing in reasonable detail the alleged maintenance deficiencies and within ten-business days after receipt of such notice, the Responsible Party shall deliver to Court a written response. If the Responsible Party agrees to correct any of the described maintenance deficiencies, such correction shall be completed within 30 days after the date of the Responsible Party's response, or, if the correction will take longer than 30 days to complete, it shall be commenced within 30 days and diligently completed as soon as practically possible. If the Responsible Party disputes any condition described in Court's notice, the Responsible Party shall deliver such response to Court, in writing, and the dispute shall be settled in accordance with the procedures contained in paragraph 10. If the Responsible Party fails to respond in writing to Court's notice, Court may take such action as necessary to correct the maintenance deficiency for which notice was given and the Responsible Party shall pay to Court 80% of the cost of such repair or maintenance within ten days after receipt of a written demand for payment from Court, together with copies of all original invoices for the work.

7. Insurance. Court and VKD shall each maintain public liability insurance coverage for the Roadway in an amount of not less than \$2 million. Such insurance shall be effective as of the date the Roadway is usable, by construction vehicles or otherwise, as a means of access to the Court Parcel or the VKD Parcel. On March 1 of each year, and at such other times as either party may reasonably request, the parties shall deliver to each other a certificate of insurance from the respective issuers of the insurance policies called for by this paragraph evidencing the required insurance coverage together with evidence of payment of the premium for such insurance.

8. Easement for Municipal Services. Any municipality that provides the Court Parcel or the VKD Parcel with any municipal services, including, without limitation, the City of Brookfield, the School District of Elmbrook and Waukesha County, and their employees and agents, shall have the right to use the Roadway in order to provide municipal services to the Court and VKD Parcels, including, without limitation, maintenance of municipal utilities and emergency services and school bus service.

11769-1108

9. Right of the City of Brookfield. Pursuant to Wisconsin Statutes section 236.293, VKD and Court hereby covenants with the City of Brookfield (the "City") as follows:

(a) There shall be no parking permitted on the Roadway at any time, and the City shall have the right to enforce the prohibition against parking.

(b) If, at any time, the Responsible Party fails to maintain and plow the Roadway in accordance with the specifications of the City, the City shall have the right, without notice or hearing, to perform, or to have performed, any maintenance or snow removal necessary to bring the Roadway into compliance with the City specifications, and to charge the cost of same against the VKD Parcel and the Court Parcel as a special tax which shall be a lien against such parcels, payable with the general taxes on the succeeding tax roll, with interest at the then current rate for special assessments, from the date of completion of such work.

10. Resolution of Disputes/Arbitration. Court and VKD agree that any dispute between Court and VKD arising under this Easement Agreement or in any way connected with the rights, duties or obligations of the parties to this Easement Agreement shall be resolved through arbitration under the procedures set forth in this paragraph.

(a) The party desiring to submit a dispute to arbitration ("Claimant") shall give written notice to the other party ("Respondent") containing (i) a demand for arbitration; (ii) a concise description of the dispute; (iii) the Claimant's desired resolution of the dispute; and (iv) the appointment of one arbitrator.

(b) Within 15-business days after receipt of Claimant's notice, the Respondent shall appoint an arbitrator, and the arbitrators appointed by the Claimant and Respondent shall appoint a neutral arbitrator. If the Respondent fails to appoint an arbitrator within 15-business days, arbitrator appointed by the Claimant shall appoint two neutral arbitrators. The neutral arbitrators shall select a chairman of the arbitration panel and such chairman shall select the time and place for the hearing.

(c) The hearing before the arbitrators shall be held in whatever manner the arbitrators chose as the most efficient and fair method of resolving the dispute. Any party may be represented at the hearing by an attorney or authorized representative. The parties may offer such evidence and make such

arguments as the arbitrators allow as relevant and material and the arbitrators may require the parties to submit such other evidence as the arbitrators deem necessary for resolution of the dispute.

(d) The arbitrators shall close the hearing when they deem appropriate and shall render a written decision signed by the arbitrators as soon as possible and in any event, within ten-business days after the close of the hearing. The arbitrators' decision shall be final, conclusive and binding upon the Claimant and Respondent and judgment upon the decision may be entered in any court having jurisdiction over the parties and the dispute. If any party fails to comply with the decision of the arbitrators, any other party may file suit or seek any other remedy available at law or in equity without complying with the procedures in this section.

(e) Each party to a dispute shall pay the cost of the arbitrator that it appoints, or that is appointed in the place of its arbitrator if a party fails to appoint an arbitrator, and a pro rata share of the additional arbitrator. If any party takes action to enforce the decision of the arbitrators, such party shall be entitled to recover all costs and expenses of such action from the noncomplying party.

11. Notices. All notices or other communications required or permitted to be given by this Easement Agreement shall be in writing and shall be considered as properly given if mailed by first-class United States mail, postage prepaid, registered or certified with return receipt requested, or delivered to the intended addressee in person or delivered to an overnight courier service. Notice that is mailed or given to the overnight courier service shall be effective upon its deposit in the United States mail or when given to the overnight courier services. Notice given in any other manner shall be effective only if and when received by the addressee.

12. Binding Agreement. The easements granted herein and the other provisions of this Easement Agreement shall run with the land and be binding upon and inure to the benefit of Court, VKD, their respective successors and assigns and all parties having or subsequently obtaining an interest in the Court Parcel or the VKD Parcel.

13. Amendments. This Easement Agreement may be amended only by a writing signed by all owners of the Court Parcel and the VKD Parcel (or after the VKD Parcel is subjected to the Condominium form of ownership, an officer of the Condominium Association) and duly recorded in the Office of the

REEL 1769-1110

Register of Deeds of Waukesha County. Sections 4, 8 and 9 of this Easement Agreement shall not be amended without the written consent of the City.

THE COURT LIMITED  
PARTNERSHIP, a Wisconsin limited  
partnership

BY V.K. DEVELOPMENT  
CORPORATION, General  
Partner

BY Vincent Kutterperoor  
Vincent Kutterperoor,  
President

V.K. DEVELOPMENT,  
CORPORATION, a Wisconsin  
corporation

BY Vincent Kutterperoor  
Its PRESIDENT

State of Wisconsin )  
: SS  
County of Waukesha)

This instrument was acknowledged before me on August 24, 1993 by  
Vincent Kutterperoor as President of V.K. Development Corporation, general  
partner of The Court Limited Partnership, a Wisconsin limited partnership.

[Seal]

David M. Sandness  
( DAVID M. SANDNESS )  
Notary Public, State of Wisconsin  
My Commission is 2000-01

State of Wisconsin )  
: SS  
County of Waukesha)

REC 1769M 1111

This instrument was acknowledged before me on August 24, 1993  
by Vincent Kunempeeroor as President of V.K. Development Corporation, a  
Wisconsin corporation.

[Seal]

David M. Sanders  
( David M. Sanders )  
Notary Public, State of Wisconsin  
My Commission expires 8-24-98

This document 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

1318204210 08/24/93

1769-1112

EXHIBIT A

Court Parcel

Parcel 1 of Certified Survey Map No. 7139, recorded in the Registrar of Deeds office for Waukesha County on August 10, 1993 as Document No. 1869118, 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 of Section 16, Township 7 North, Range 20 East, City of Brookfield, Waukesha County, Wisconsin.

NO 1769-1113

EXHIBIT B

V.K. Development Parcel

Parcel 2 of Certified Survey Map No. 7119, recorded in the Register of Deeds office for Waukesha County on August 10, 1993 as Document No. 1869118, being a Redivision of Lot 2 of Certified Survey Map No. 4491 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 of Section 16, Township 7 North, Range 20 East, City of Brookfield, Waukesha County, Wisconsin.



REC 1769-11114

EXHIBIT C

LEGAL DESCRIPTION OF THE ROADWAY

Part of Parcels 1 and 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 of Section 16, Township 7 North, Range 20 East, City of Brookfield, Waukesha County, Wisconsin, being more particularly bounded and described as follows:

Commencing at the Northeast corner of the Northeast 1/4 of said Section 16; thence North 89° 32' 56" West along the North line of said Northeast 1/4, 647.46 feet to a point; thence South 00° 27' 04" West, 45.00 feet to the place of beginning of the following description:

Thence South 58° 59' 55" West, 24.71 feet to a point on a curve; thence along a curve to the right having a radius of 229.76 feet, a delta of 14° 12' 36", an arc length 56.98 feet, and a chord which bears South 11° 47' 13" West having a chord distance of 56.34 feet to a point on a curve;

NO 1769-1115

thence along a curve to the right having a radius of 143.60 feet, a delta of 30° 27' 56", an arc length 76.35 feet, and a chord which bears South 36° 11' 34" West having a chord distance of 75.46 feet to a point on a line; thence South 47° 54' 15" West, 33.35 feet to a point on a curve; thence along a curve to the left having a radius of 228.22 feet, a delta of 13° 16' 37", an arc length 52.88 feet, and a chord which bears South 38° 08' 02" West having a chord distance of 52.77 feet to a point on a line; thence North 55° 10' 07" West, 6.54 feet to a point on a curve; thence along a curve to the left having a radius of 310.15 feet, a delta of 46° 22' 53", an arc length 251.07 feet, and a chord which bears South 11° 38' 27" West, having a chord distance of 244.27 feet to a point of tangency; thence South 11° 32' 60" East, 64.12 feet to a point of curve; thence along a curve to the right having a radius of 1,525.00 feet, a delta of 15° 40' 34", an arc length 417.24 feet, and a chord which bears South 03° 42' 43" East having a chord distance of 415.94 feet to a point of tangency; thence South 04° 07' 34" West, 219.77 feet to a point of curve; thence along a curve to the left having a radius of 175.00 feet, a delta of 66° 15' 13", an arc length 202.36 feet, and a chord which bears South 29° 00' 02" East having a chord distance of 191.27 feet to a point of tangency; thence South 62° 07' 38" East, 105.29 feet to a point of curve; thence along a curve to the left having a radius of 175.00 feet, a delta of 90° 08' 55", an arc length of 275.34 feet, and a chord which bears North 72° 47' 54" East having a chord distance of 247.31 feet to a point on a line; thence North 27° 43' 22" East, 50.91 feet to a point on a curve; thence along a curve to the right having a radius of 138.70 feet, a delta of 56° 33' 30", an arc length 136.91 feet, and a chord which bears North 56° 00' 11" East having a chord distance of 131.42 feet to a point on a line; thence North 89° 49' 25" East, 46.29 feet to a point; thence South 00° 27' 00" East, 140.55 feet to a point; thence South 89° 33' 02" West, 54.83 feet to a point on a curve; thence along a curve to the left having a radius of 162.00 feet, a delta of 47° 59' 28", an arc length 135.69 feet, and a chord which bears South 65° 37' 07" West having a chord distance of 131.76 feet to a point on a curve; thence along a curve to the right having a radius of 225.00 feet, a delta of 71° 14' 18", an arc length 287.61 feet, and a chord which bears South 81° 15' 13" West having a chord distance of 268.42 feet to a point of tangency; thence North 62° 07' 38" West, 305.29 feet to a point of curve; thence along a curve to the right having a radius of 225.00 feet, a delta of 66° 15' 13", an arc length 260.18 feet, and a chord which bears North 29° 00' 02" West having a chord distance of 245.92 feet to a point of tangency; thence North 04° 07' 34" East, 219.71 feet to a point on a curve; thence along a curve to the left having a radius of 1,475.00 feet, a delta of 15° 40' 43", an arc length 403.62 feet, and a chord which bears North 03° 42' 38" West having a chord distance of 402.17 feet to a point of tangency; thence North 11° 32' 60" West, 64.12 feet to a point of curve; thence along a curve to the right having a radius of 360.15 feet, a delta of 43° 29' 10", an arc length 273.34 feet, and a chord which bears North 10° 11' 36" East having a chord distance of 266.83 feet to a point on a line; thence North 58° 03' 49" West, 1.00 feet to a point on a curve; thence along a curve to the right having a radius of 365.15 feet, a delta of 11° 23' 36", an arc length 72.61 feet, and a chord which bears North 37° 37' 59" East having a chord distance of 72.49 feet to a point of reverse curve; thence along a curve to the left having a radius of 178.00 feet, a delta of 33° 00' 44", an arc length 102.56 feet, and a chord which bears North 26° 49' 25" East having a chord distance of 101.15 feet to a point on a line; thence North 48° 10' 09" West, 40.14 feet to a point; thence South 89° 32' 36" East, 135.36 feet to the place of beginning.

MORTGAGEE'S CONSENT

The undersigned, BANK ONE, MILWAUKEE, NA, a national banking association, as Mortgagee of a portion of the real property described in the attached Private Roadway Easement, hereby consents to the recording of such Private Roadway Easement, and further consents to all matters disclosed therein, provided, however, that so long as the undersigned holds an interest in the real estate so described, the consent of the undersigned shall be required for any amendment to be effective.

Executed this 23rd day of August, 1993.

BANK ONE, MILWAUKEE, NA,  
a national banking association

By: Terry G. Eckmann  
Terry G. Eckmann  
(Typed or Printed Name)  
Title: Vice President

STATE OF WISCONSIN )  
COUNTY OF MILWAUKEE ) ss.

The foregoing instrument was acknowledged before me this 23rd day of August, 1993, by Terry G. Eckmann, the Vice President, of BANK ONE, MILWAUKEE, NA.

[SEAL]

Betty H. Domine  
Betty H. Domine  
(Typed or Printed Name)  
Notary Public, State of Wisconsin  
My commission: expires 9/19/93

http://www.wisconsin.gov/NOTARY/NOTARY14

1874342.

REGISTERED OFFICE  
MILWAUKEE COUNTY, WIS } SS

93 AUG 24 PM 3:04

REC-1769 PAGE 1105

Clifford  
Notary Public

REC-1769 PAGE 1116

1874343

1176971117

## ACCESS EASEMENT

THIS EASEMENT is dated August 23, 1993, by and between V.K. DEVELOPMENT CORPORATION, a Wisconsin corporation ("VKD"), and THE COURT LIMITED PARTNERSHIP, a Wisconsin limited partnership ("Court").

### RECITALS

VKD and Court acknowledge the following:

- A. VKD owns a parcel of real estate legally described on Exhibit A attached hereto (the "VKD Parcel").
- B. Court owns a parcel of real estate legally described on Exhibit A attached hereto on which Court plans to construct 120 apartments units (the "Court Parcel").
- C. VKD and Court have entered into a private roadway easement to govern the private roadway which provides access to the Court Parcel and the VKD Parcel from Calhoun Road and Durlough Road (the "Private Roadway").
- D. VKD has agreed to grant Court an easement to provide access to the Court Parcel from the Private Roadway, in accordance with the terms of this Agreement.

### AGREEMENTS

In consideration of the Recitals and the mutual agreements which follow, VKD and Court agree as follows:

- 1. VKD hereby grants a perpetual access easement over the real property owned by VKD and described on Exhibit B attached hereto (the "Easement Parcel").
- 2. The Easement Parcel shall be used solely for the purpose of providing vehicular and pedestrian ingress and egress from the Court Parcel to the Private Roadway, including the construction of a driveway, and for the installation of utilities to serve the Court Parcel.
- 3. Court shall maintain the driveway constructed on the Easement Parcel in a good condition consistent with the condition of the Private Roadway.

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4. Court agrees to maintain a policy of liability insurance with respect to the Easement Parcel, naming VKD as additional insured, in an amount mutually agreed upon by VKD and Court.

5. Court agrees to indemnify and hold VKD harmless from and against any and all claims, liability, costs or expenses arising out of Court's use of the Easement Parcel.

6. The easement granted herein and the other provisions of this Agreement shall run with the land and be binding upon and inure to the benefit of Court, VKD, their respective successors and assigns and all parties having or subsequently obtaining an interest in the Court Parcel or the VKD Parcel.

7. This Agreement may be amended only by a writing signed by all owners of the Court Parcel and the VKD Parcel (or after the VKD Parcel is subjected to the condominium form of ownership, an officer of the condominium association) and duly recorded in the Office of the Register of Deeds of Waukesha County, Wisconsin.

THE COURT LIMITED PARTNERSHIP, a  
Wisconsin limited partnership

BY V.K. DEVELOPMENT  
CORPORATION, General Partner

By Vincent Kuttemperoor  
Vincent Kuttemperoor, President

V. K. Development Corporation  
BY Vincent Kuttemperoor  
Vincent Kuttemperoor, President

State of Wisconsin )  
: SS  
Milwaukee County )

Signed and sworn to before me on August 24, 1993, by Vincent Kuttemperoor as President of V.K. Development Corporation, general partner of The Court Limited Partnership, a Wisconsin limited partnership.

[Seal]

David M. Sanders  
( DAVID M. SANDERS )  
Notary Public, State of Wisconsin  
My commission is permanent

20463JDNW:LO 08/23/93

State of Wisconsin )  
                              : SS  
Milwaukee County )

NR 1769-1119

Signed and sworn to before me on August 24, 1993, by Vincent  
Kuttemperoor as President of V.K. Development Corporation, a Wisconsin  
corporation.

[Seal]

David M. Sanders  
( DAVID M. SANDERS )  
Notary Public, State of Wisconsin  
My commission is permanently

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

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

9941510 00/11/93

REL 1769M-1120

EXHIBIT A

V.K. Development Parcel

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 of Section 16, Township 7 North, Range 20 East, City of Brookfield, Waukesha County, Wisconsin.

Court Parcel

Parcel 1 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 of Section 16, Township 7 North, Range 20 East, City of Brookfield, Waukesha County, Wisconsin.

W11769W1121

EXHIBIT B  
EASEMENT PARCEL

Part of 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. 4491 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 of Section 16, Township 7 North, Range 20 East, City of Brookfield, Waukesha County, Wisconsin, being more particularly bounded and described as follows:

Commencing at the Northeast corner of the Northeast 1/4 of said Section 16; thence South 00° 27' 00" East along the East line of said Northeast 1/4, 2152.42 feet to a point; thence North 83° 35' 40" West, 45.33 feet to a point; thence North 83° 35' 40" West, 272.73 feet to a point; thence North 60° 05' 22" West, 215.06 feet to a point; thence North 0° 25' 58" West, 107.80 feet to a point; thence North 59° 17' 41" East, 200.34 feet to the place of beginning of the following description:

Thence North 10° 45' 31" West, 58.60 feet to a point on a curve; thence along a curve to the left having a radius of 225.00 feet, a delta of 29° 01' 45", an arc length of 114.00 feet, and a chord which bears North 64° 42' 36" East having a chord distance of 112.78 feet to a point on a line; thence South 30° 54' 41" West, 93.49 feet to a point; thence South 59° 17' 41" West, 50.00 feet to the place of beginning.



MORTGAGEE'S CONSENT

The undersigned, BANK ONE, MILWAUKEE, NA, a national banking association, as Mortgagee of a portion of the real property described in the attached Access Easement, hereby consents to the recording of such Access Easement, and further consents to all matters disclosed therein, provided, however, that so long as the undersigned holds an interest in the real estate so described, the consent of the undersigned shall be required for any amendment to be effective.

Executed this 23rd day of August, 1993.

BANK ONE, MILWAUKEE, NA,  
a national banking association

By: Terry G. Eckman  
Terry G. Eckman  
(Typed or Printed Name)  
Title: Vice President

STATE OF WISCONSIN )  
COUNTY OF MILWAUKEE ) ss.

The foregoing instrument was acknowledged before me this 23rd day of August, 1993, by Terry G. Eckman, the Vice President of BANK ONE, MILWAUKEE, NA.

[SEAL]

Betty H. Domine  
Betty H. Domine  
(Typed or Printed Name)  
Notary Public, State of Wisconsin  
My commission expires 9/19/93

REGISTRAR'S OFFICE  
MILWAUKEE COUNTY, WIS } ss

03 AUG 24 PM 3:05

REC-1769 INDEX-1117

1874343

11769-1122

http://Thomas.mcc/CB-Survey.jhg(5)

F. 04/03

WILLOW BROOK COND. ASS. INC. 04/03

COPY

**RESOLUTION OF THE BOARD OF DIRECTORS  
OF  
WILLOW BROOK CONDOMINIUM ASSOCIATION, INC.**

The Board of Directors of WILLOW BROOK CONDOMINIUM ASSOCIATION, INC. (the "Association") hereby adopts the following Resolutions by written consent taken without a meeting pursuant to the provisions of Section 181.0821 of the Wisconsin Nonstock Corporation Law.

WHEREAS, the Association is obligated to maintain River Birch Drive (the Roadway") pursuant to Section 3 of the Private Roadway Easement dated August 24, 1993 and recorded in the Office of the Register of Deeds for Waukesha County at Reel 1769, Images 1105 through 1122 as Document No. 1874342 (the "Easement"); and

WHEREAS, Section 4 of the Easement requires that the Roadway be maintained in a good and attractive condition and be repaired as necessary to keep the Roadway in a smooth condition; and

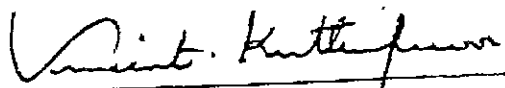
WHEREAS, Section 5 of the Easement provides that the Association prepare an annual budget and that the budget include reasonable reserves for repaving and similar capital expenditures, which are allocated 80% to the Association and 20% to Willow Brook Court; and


WHEREAS, the Board of Directors of the Association have the power, pursuant to Article VI, Section 1 of the By-laws of the Association to determine the amount of common expenses, including an amount for reserves for periodic maintenance, repair and replacement of common elements.

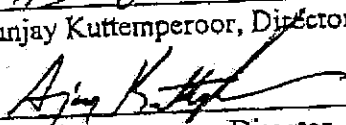
NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors has determined that a reserve fund in the amount of \$10,000.00 shall be established to be used exclusively for the purpose of maintaining the Roadway in the condition required by the Easement, with the assessments payable on or before August 1, 2001, and allocated as set forth on Schedule A attached hereto and incorporated herein by reference; and

BE IT FURTHER RESOLVED, that the Board of Directors hereby instructs the President of the Association to place on the agenda of a general meeting or to call a special meeting of the unit owners to discuss the foregoing and to notify unit owners of the assessments therefor.

Dated this 2<sup>nd</sup> day of May, 2001.

  
\_\_\_\_\_  
Vincent Kuttemperoor, Director

  
\_\_\_\_\_  
Sanjay Kuttemperoor, Director

  
\_\_\_\_\_  
Ajay Kuttemperoor, Director

**SCHEDULE A**

<u>PROPERTY</u>	<u>PERCENTAGE SHARE</u>	<u>2001 ASSESSMENT</u>	<u>ASSESSMENT PER UNIT</u>
Willow Brook Court	20%	\$2,000.00	
Willow Brook Condominium	80%	\$8,000.00	
Allocated as follows:			
Greens Units	60%	\$4,800.00	\$800.00
Gardens Units	40%	\$3,200.00	\$ 45.71

THIRD AMENDMENT TO THE BY-LAWS OF  
WILLOWBROOK GARDENS CONDOMINIUM ASSOCIATION

ADOPTED FEBRUARY 10, 2009

The amendment is to be inserted between sentence #2 and #3 in Section 11(a) of the By-laws:

*“THE SEALING OF THE DECKS CONTIGUOUS TO THE UNITS SHALL BE MADE BY THE ASSOCIATION AND EACH UNIT OWNER SHALL BE RESPONSIBLE FOR THE COST OF SEALING THE OWNER’S OWN DECK.”*

**WILLOW BROOK GARDENS**

**DISCLOSURE MATERIALS**

**SECTION E**

**RULES AND REGULATIONS**

# WILLOW BROOK CONDOMINIUM ASSOCIATION, INC.

## RULES AND REGULATIONS OF THE WILLOW BROOK CONDOMINIUM ASSOCIATION, INC. Updated March, 2007 as amended by the Board of Directors on March 14, 2007

*From Article VI, Section 18 of the By-Laws of the Willow Brook Condominium Association, Inc.: "Rules and Regulations concerning the Willow Brook Gardens Units and the Willow Brook Gardens Limited Common Elements may be promulgated and amended by the Willow Brook Gardens Subcommittee."*

1. **Payment of Monthly Association Fee:** Payment of the unit owner's monthly association fee (also known as the "common expenses" fee) is due on or before the first (1<sup>st</sup>) day of every month. Payments should be made by check or direct deposit, or by contacting our management company for the form and procedure. A failure to make payment will result in paying interest of eighteen percent (18%), for fees received after the fifth (5<sup>th</sup>). Other penalties as described in Article VI, Sections 6 and 7 of the By-Laws of the Willow Brook Condominium Association, Inc., may also be imposed.
2. **Doors and Windows:** Each unit owner is responsible for cleaning, maintaining, repairing and replacing all doors and windows of their unit, as approved by the Board. The Architectural Committee, as appointed by the Board of Directors, can set criteria for the doors and windows.
3. **Nuisances:** Nuisances (any action which is a source of annoyance to residents or which interferes with the peaceful possession or use of a unit) are strictly prohibited. Without limiting the generality of the foregoing: (A) sounds from parties, televisions, instruments, or other entertainment should not be heard outside of a unit in a way or at times which might reasonably be objectionable to other unit owners; and (B) rummage, estate, moving and garage sales may not be conducted on Association property.
4. **Removal of Vegetation:** Trees, bushes and other vegetation may not be removed from a common or limited common area without the prior written approval of the Willow Brook's Condominium Landscaping Committee or the Board.

To Willow Brook Gardens Condominium owners

Enclosed please find revised copies of Rules and Regulations of the Willow Brook Condominium Association and Standards for Building and Grounds Maintenance and Associated Regulations, pages numbered 88 - 93. Please dispose of the present pages (88 - 93) and replace with the pages updated March 2007.

In the Rules and Regulations section, please take special notice of:

- #7B maintenance and repair of vehicles
- #11 responsibility of snow removal
- #13 a new regulation dealing with wood-burning fireplaces

In the Standards for Buildings and Grounds section, please take special notice of:

- #1 Decks - cleaning and sealing
- #2 Buildings - dealing with planting flowers
- #2 note c - exterior damage
- #2 note d - satellite dish maintenance
- #3 Common Property - limited common areas defined
- #9 Fire Protection - inspection requirements

Sincerely,

Willow Brook Gardens  
Board of Directors

5. **Trash:** Garbage and other waste is to be placed in recycling bins and sealed trash containers, as applicable, and stored in the unit owner's garage. On trash pickup days, such receptacles should be placed outside the garage door of each unit before the time of pick-up and promptly stored inside the garage after pickup has been completed. Garbage and trash may be set out the night before.
6. **Additional Structures:** Tents, shacks, utility sheds or other outbuildings of any kind are not permitted on Association property.
7. **Other Vehicles; Use of Garages and Driveways:** (A) Without the prior written permission of the Board, trucks, buses, trailers, campers, recreational vehicles, snowmobiles and boats cannot be parked on Association property (other than inside garages). This restriction does not apply to private passenger cars or similar private vehicles. (B) Driveways may not be used for painting, vehicle repair, maintenance or similar activities; however, vehicles may be washed and vacuumed in such areas. (C) Guests should park only in the driveway of the unit owner they are visiting or in the parking areas adjacent to the center court.
8. **Pets:** (A) No animal of any kind may be kept on Association property; however, a unit owner may keep a number of "pocket pets" (such as fish, birds, hamsters, etc.) and no more than one dog (which must be under 30 pounds) or one cat. (B) All pets must be kept on a leash and accompanied by a responsible person when in any portion of the common elements. (C) Pets may not create an unreasonable disturbance and must be kept out of landscaped areas. (D) Pet excrement must be removed immediately by the owner of the unit in which the pet resides or by the person accompanying such pet.
9. **Use of Patios and Decks:** Patios and decks are not to be used as additional storage spaces or for drying laundry. In general, no item may be placed on a patio or deck which exceeds its structural capacity or which obstructs the view of any other unit owner.
10. **Outside Lights:** The light bulb above the front door, garage door and deck of each unit must be in good working order at all times. Therefore, unit owners are responsible for promptly replacing burned-out light bulbs. The Board recommends that the garage light and the deck lights be left on from sunset to sunrise for security purposes. At a minimum the garage light must be left on. Except during traditional holiday seasons, additional outside lights (and other ornamentation) may not be installed or placed outside a unit; any such permitted lights or ornamentation must be removed with reasonable diligence after the end of the applicable holiday.
11. **Snow Removal:** The Association is responsible for snow removal. Each unit owner shall apply an environmentally safe ice melt product, provided by the Association, in order to keep the walkways snow and ice free. Removal of accumulated snow of less than two (2) inches is the owner's responsibility.



12. **Exterior Alterations; Additional Vegetation:** Without the prior written approval of the Board, a unit owner may not make any change in, or affix any item to, the exterior of their unit. Without limiting the generality of the foregoing, this prohibition extends to: (A) Planting of trees, shrubs and other vegetation (however, a unit owner may plant flowers within five (5) feet of the exterior walls of their unit or within two (2) feet of their deck or patio without any prior approval). (B) any action or alteration which affects the harmony of the exterior design or appearance of the unit in relation to the overall community design or appearance of the Gardens' Units. (C) Screen porches are allowed, with the approval of the Board. The porches shall not be in place earlier than May 1<sup>st</sup> of each year and shall be removed no later than November 1<sup>st</sup> of each year. Porches are to be built by a licensed contractor, and approved by the Board, and the color must match the deck.
13. **Wood Burning Fireplaces:** Fireplaces shall be professionally inspected annually, prior to October 1<sup>st</sup> of each year. Cleaning and repairs shall be performed professionally as deemed necessary by the inspection and be completed within thirty (30) days. All incurred expenses shall be the owner's responsibility. Proof of service shall be forwarded to the management company. Failure to comply shall be considered a violation.
14. **Violation:** Any violation of the Declarations, By-Laws and Rules and Regulations could result in a fine, as determined by the Board of Directors.

If you have questions or concerns regarding these Rules and Regulations, please feel free to contact the Management.

Please refer to the Disclosure Materials of the Willow Brook Condominium Association, Inc., for further information.

# **WILLOW BROOK CONDOMINIUM ASSOCIATION, INC.**

## **STANDARDS FOR BUILDINGS AND GROUNDS MAINTENANCE**

### **AND ASSOCIATED REGULATIONS**

**Updated March, 2007**

**as amended by the Board of Directors on March 14, 2007**

In order to preserve the value of Condominium property, it is necessary that all owners be aware of the following Building and Grounds (B&G) Standards. Descriptions of Common Elements and Limited Common Elements can be found in the unit owner's copy of the Declaration of Condominium and in the By-Laws.

1. **DECKS:** (Limited Common Elements): The maintenance of the decks, the railings, and where applicable, the cedar partitions between decks, shall be the unit owner's responsibility.

The Building and Grounds (B&G) Committee will keep a record of the cleaning and sealing of the individual decks and will schedule re-cleaning and re-sealing according to the condition of the deck. The maximum time between cleaning/sealing has been set at three (3) years. The unit owner will be notified if the three (3) year time has elapsed or sooner if the condition of the deck warrants. The unit owner may have the deck cleaned and sealed more frequently but shall inform the B&G Committee when doing so.

Decks are to be cleaned by power washing, and sealed with a product approved by the Board.

a. **NOTE:** During the cleaning/sealing process it is necessary to cover plantings in the immediate area of the deck. Large plantings, especially trees, planted in the area, make it difficult to do the maintenance. This will be considered when large plantings are requested.

Maintenance shall be done within a period of sixty (60) days from the time of notification or the Association will arrange to have it done and billed to the unit owner through the manager.

2. **BUILDINGS:** "No unit owner shall make any change in nor affix anything to the exterior of the owner's unit or any portion of the property (including the planting of trees and shrubs in any portion of the common or limited common elements) without the prior written approval of the Board of Directors, except that a unit owner may plant flowers within five (5) feet of the exterior walls of his unit without such prior approval." Quoted from the By-Laws, Article VI, Section 14.

There shall be no planting of flowers more than two (2) feet from the decks.

Other variations from the above By-Law, allow, but do not encourage, that a unit owner may fasten minor items to the exterior of the owner's unit, but only if they enhance the appearance of the Condominium or serve a special purpose. Examples follow:

Bird feeders, holders for the American Flag, and Holiday wreaths may be attached to the exterior without Committee approval. The Association may require the removal or change of location if these items are determined to be a nuisance, or hazardous, or an eyesore, or are damaging the building.

Any other items that are fastened to the building must have the approval of the Board.

a. **NOTE:** Those items that are not attached with a fastener that penetrates the surface of the building, generally do not require approval, however, no items may be hung from rain gutters or downspouts.

Any item that is fastened to the exterior must be fastened with non-rusting, removable screws. No nails are permitted. When an item is removed from the exterior of the building at any time, the screw holes must be filled and covered with paint that matches the building.

b. **NOTE:** There are many ways to hang items on decks without using screws. Examples are, flower boxes that hang on railings and decorative items that hang from the top of dividers.

As of the publication of these standards and this update, the Board of Directors may require the removal or relocation of items not previously approved. These decisions may be appealed in writing.

c. **NOTE:** A Committee Member will inspect the exterior of the unit. Any damage to the property noted in the inspection shall be repaired at the owner's expense. All units shall be inspected prior to the sale of the unit and must comply to architectural guidelines.

d. **NOTE:** An owner shall be responsible for the removal of a non-activated satellite dish, except when a new buyer agrees to retain and activate dish service. The owner removing the dish shall be responsible for any damages to common areas caused thereby.

3. **COMMON PROPERTY:** Common areas not described in the Condominium Documents as "Limited Common Areas" are the responsibility of all unit owners. The Board of Directors and the Committees see to it that these areas are taken care of and have full jurisdiction over their use. Other than ordinary day-to-day use must be requested in writing and be approved by the Board.

Plantings in common areas may be done only with the written approval of the Board. Requests to plant must be in writing.

Removal of plantings or vegetation is subject to the same rules.

Bird baths, bird feeders, and decorative items may not be placed on common property. They may be placed only in garden areas of the Owner's Unit.

4. **STORAGE:** No personal items may be stored on common or limited common property. Storage of items under decks is considered to be "stored on common property."

5. **DAMAGE:** Repair of damage to common property, or limited common property caused by a unit owner or tenant shall be repaired at the unit owner's expense. The Board will notify owners if they observe damage. Repairs shall be made within thirty (30) days of notice. If repairs are not made within that time, the Association will arrange to have the repairs made and will bill them to the unit owner.
6. **ELECTRICAL:** No electrical items, (with the exception of Holiday lights) other than those installed in the original construction may extend from the building. The addition of plug-in, low voltage garden lights or bird bath heaters, within the garden area of a unit, may be acceptable, but does require permission from the Board.

No electrical wires may lie on the ground where lawn cutting occurs.

7. **PAINTING:** Exterior colors of the buildings, including exterior door and windows, shall be determined by the Board of Directors.
8. **SUMP PUMPS:** Sump pumps in our Condominium are designed to serve the entire building in which they are located. Various buildings may have from one to three sump pumps. A pump failure could cause damage in more than one unit or the entire building.

The Association shall be responsible for any required repairs to sump pumps, as stated in the Declaration of Condominium (3-f). Access to the sump pumps for periodic inspection or repair by the Association cannot be denied. The sump pumps and their associated electrical and plumbing connections are common property.

a. **IMPORTANT:** The owners of the units containing a sump pump shall furnish the Board with the telephone number of someone who has a key to their unit, and can be reached in case of an emergency during their absence.

Any sump pump failure shall be reported immediately to the Management Company and/or a Board Member.

9. **FIRE PROTECTION:** The City of Brookfield's Fire Department requires a periodic testing and possibly flushing of this system. An individual contractor will be hired at the appropriate time to do this. The contractor and/or the fire department shall have access to the individual units at those times.

As these facilities are tied to the alarm system, it is important that unit owners never touch any of the controls or valves associated with the sprinkler system. Doing this could set off an alarm. The pipes are easily recognized. They are the large pipes located in the basement and inside of the walls and have sprinkler heads.

The sprinkler system is tied into the alarm system connected to the fire department and monitoring service.

a. **NOTE:** the alarm system and sprinkler system are each inspected annually.

10. **GENERAL:** A periodic "Walk Around" will be done by Members of the Board of Directors to monitor conditions. Violations will be noted and the unit owners will be notified in writing. All violations or conditions requiring repair must be resolved as soon as practical and not to exceed thirty (30) days, unless otherwise specified by the notice. If a second notice is required there will also be a penalty, as determined by the Board.

## Printer Collation Status Page

1

**Error:**        **Unable to collate job at printer**

**Reason:**     **Insufficient disk space for this job**

**Solution:**    **Increase the size of the printer's RAM disk or install an EIO hard disk.**

**WILLOW BROOK GARDENS**

**DISCLOSURE MATERIALS**

**SECTION F**

**ANNUAL OPERATING BUDGET**



*A Community Presence*

November 25, 2020

Dear Willow Brook Gardens Condominium Owner,

Enclosed is the 2021 Budget as adopted by the Board of Directors. Please note the Maintenance Fee will increase by \$50.00 per unit, per month effective January 1, 2021 due to future expenses such as roof replacement (\$400,000) and asphalt for court 2 (\$100,000). Please note that this budget does not include funds for replacement of the decks. The discussion of the decks will continue at the January meeting.

Currently, the Board of Directors is expecting a 3% increase in maintenance fee per year starting in 2022 (increased cost of living expenses).

**MONTHLY MAINTENANCE FEE SCHEDULE**

**\$325.00 PER UNIT PER MONTH**

**PAYABLE ON OR BEFORE THE FIRST DAY OF EACH MONTH**

**(NOTE: \$15 Late Payment Penalty if payment is "RECEIVED" after the 5<sup>th</sup>.)**

The Board of Directors and Management will continue their efforts toward maintaining and improving the financial and physical soundness of the Association and thank you for your continued support toward this goal.

***If you currently pay your monthly assessment through our lock box system a new assessment payment coupon book will be mailed to you in the near future. The new lock box address is Willow Brook Gardens c/o Hunt Management, PO Box 1755, Arlington Heights, IL 60006-1755. If you pay electronically, we will continue to debit your account accordingly, at the new assessment amount. If you currently pay by check and would like to benefit from our electronic payment program please contact us. If you pay your assessment through on-line banking please advise your bank of the new mailing address noted above.***

If you have any questions about either payment system, please contact our office.

Sincerely,

HUNT MANAGEMENT INCORPORATED, AAMC  
Management Company for  
Willow Brook Gardens Condominium Association

Brandon Grosz, CMCA, AMS, CERT  
Property Manager  
[Brandon@huntmanagement.com](mailto:Brandon@huntmanagement.com)

Enclosure

10520 N. Baehr Road, Suite Q  
Mequon, WI 53092

[huntmanagement.com](http://huntmanagement.com)  
888-305-1071

Phone: (262) 238-1480  
Fax: (262) 238-1485

MEMBER OF  
**community**  
ASSOCIATIONS INSTITUTE

**WILLOWBROOK GARDENS CONDOMINIUM**  
**2020 INCOME EXPENSE SUMMARY AND 2021 BUDGET**

\$325 per month

		\$325 per month			
		ACTUAL 1/01/20 - 8/31/20	PROJECTED 9/01/19- 12/31/19	PROJECTED 2020	APPROVED BUDGET 2021
INCOME	BUDGET 2020				
ASSOC. FEES	\$ 231,000	\$ 153,802	\$ 77,198	\$ 231,000	\$ 273,000
RESERVE CONTRIBUTIONS	\$ 70,900	\$ 12,402	\$ 6,700	\$ 19,102	\$ 203,200
LATE FEES	\$ -	\$ 380	\$ 60	\$ 440	\$ -
LEGAL REIMB.	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$301,900	\$ 166,584	\$ 83,958	\$ 250,542	\$476,200
CAPITAL CONTRIBUTION	\$0	\$ 2,150	\$ 550	\$ 2,700	\$ -
INTEREST INCOME	\$ 750	\$ 323	\$ 275	\$ 598	\$ 750
TOTAL INCOME	\$ 302,650	\$ 169,057	\$ 84,783	\$ 253,840	\$ 476,950
EXPENSES					
ADMIN EXPENSES					
ADMIN EXP	0	\$ 143	\$ 62	\$ 205	200
PROFESSIONAL SERVICES	\$ 800	\$ 2,843	\$ -	\$ 2,843	\$ 800
INCOME TAX	\$ -	\$ 74	\$ -	\$ 74	\$ -
MANAGEMENT	\$ 19,250	\$ 12,833	\$ 6,417	\$ 19,250	\$ 19,828
POSTAGE/PRINT/FAX	\$ 1,000	\$ 157	\$ 300	\$ 457	\$ 1,000
MISC SUPPLIES	\$ -	\$ 8	\$ -	\$ 8	\$ -
ADMIN EXPENSE TOTAL	\$ 21,050	\$ 16,058	\$ 6,779	\$ 22,837	\$ 21,828
UTILITIES					
ELECTRIC	\$ 5,000	\$ 2,409	\$ 1,500	\$ 3,909	\$ 4,500
UTILITIES TOTAL	\$ 5,000	\$ 2,409	\$ 1,500	\$ 3,909	\$ 4,500
CONTRACT EXPENSES					
SECURITY	\$ 5,000	\$ 3,278	\$ 1,387	\$ 4,665	\$ 5,000
INSURANCE	\$ 28,000	\$ 11,147	\$ 15,000	\$ 26,147	\$ 31,000
COMMON AREA REPAIR	\$ 10,000	\$ 11,729	\$ 2,300	\$ 14,029	\$ 12,500
LANDSCAPE CONTRACT	\$ 30,000	\$ 10,371	\$ 5,000	\$ 15,371	\$ 30,000
LANDSCAPE	\$ 5,000	\$ 1,002	\$ -	\$ 1,002	\$ 5,000
SNOW REMOVAL	\$ 30,000	\$ 31,162	\$ 9,160	\$ 40,322	\$ 35,000
PEST CONTROL	\$ -	\$ 504	\$ -	\$ 504	\$ -
CONTRACT TOTAL	\$ 108,000	\$ 69,193	\$ 32,847	\$ 102,040	\$ 118,500
RESERVES					
RESERVE CONTRIBUTION	\$ 96,950	\$ 56,554	\$ 40,396	\$ 96,950	\$ 128,172
SUB-TOTAL EXPENSES	\$ 231,000	\$ 144,214	\$ 81,522	\$ 225,736	\$ 273,000
SPECIAL PROJECTS					
GRASS	\$ 5,000	\$ -	\$ -	\$ -	\$ 5,000
ASPHALT	\$ -	\$ -	\$ -	\$ -	\$ 100,000
ROAD FUND	\$ 3,200	\$ -	\$ 3,200	\$ 3,200	\$ 3,200
TREE /LANDSCAPE	\$ 40,000	\$ 12,402			\$ 55,000
DOCUMENTS/FHA	\$ -	\$ -	\$ -	\$ -	\$ -
PAINT A COURT	\$ -		\$ -	\$ -	\$ -
RESERVE STUDY UPDATE	\$ 3,500	\$ -	\$ 3,500	\$ 3,500	\$ -
MULCH	\$ 15,000	\$ -	\$ -	\$ -	\$ 30,000
CONCRETE	\$ 4,200	\$ -	\$ -	\$ -	\$ 10,000
ADDT LANDSCAPE	\$ -		\$ -	\$ -	\$ -
SUB-TOTAL	\$ 70,900	\$ 12,402	\$ 6,700	\$ 19,102	\$ 203,200
Total Expenses	\$ 301,900	\$ 156,616	\$ 88,222	\$ 244,838	\$ 476,200
Net Profit/ loss	\$ -	\$ 9,968	\$ (4,264)	\$ 5,704	\$ -
Monthly Fee is	\$275.00	Monthly Fee will be			\$325.00
RESERVE		\$ 403,236		\$ 437,207	\$ 362,179
				RS	\$ 369,759



**RESERVE EXPENDITURES****Willow Brook Gardens  
Condominium Association, Inc.**

Booked, Accrual

Line Item	Total Quantity	Per Phase Quantity	Units	Reserve Component Inventory	Estimated 1st Year of Event	Life Analysis, Years		Unit Cost, \$	Percentage Ownership	Per Phase (2015)	Total (2015)	30 Year Total (Initiated)	RUL = 0 FY2015	Costs, \$																															
						Useful	Remaining							1	2	3	4	5	6	7	8	9	10	11	12	13	14	15																	
Exterior Building Elements																																													
1.240	9,800	3,265 Linear Feet		Gutters and Downspouts, Aluminum, Phased	2018	10 to 25	3 to 5	9.70	100%	31,671	95,960	282,285																																	
1.280	1,600	400 Squares		Roofs, Asphalt Shingles, Phased	2024	15 to 20	9 to 15	405.00	100%	162,000	648,000	1,146,866																																	
1.820	21,700	21,700 Square Feet		Walls, Masonry, Inspections and Partial Repairs	2022	8 to 12	7	0.90	100%	19,530	19,530	86,163																																	
1.660	100,999	33,600 Square Feet		Walls, Wood Siding, Paint Finishes, Phased	2017	4 to 6	2 to 4	1.45	100%	48,720	146,160	1,090,149																																	
1.945	100,800	33,600 Square Feet		Walls, Wood Siding, Replacement (Replace with Fiber Cement)	2037	10 to 45	22 to 24	6.00	100%	201,600	604,800	997,817																																	
Property Site Elements																																													
4.020	3,470	3,470 Square Yards		Asphalt Pavement, Crack Repair, Patch and Seal Coat, Court 1	2018	3 to 5	3	1.60	100%	5,552	5,552	72,694																																	
4.021	3,730	3,730 Square Yards		Asphalt Pavement, Crack Repair, Patch and Seal Coat, Court 2 (2015 is Budgeted)	2015	3 to 5	0	1.60	100%	5,958	5,958	74,176	3,000																																
4.022	4,710	4,710 Square Yards		Asphalt Pavement, Crack Repair, Patch and Seal Coat, Court 3 (2015 is Budgeted)	2015	3 to 5	0	1.60	100%	7,536	7,536	92,635	4,004																																
4.040	5,900	5,900 Square Yards		Asphalt Pavement, Mill and Overlay, River Birch Drive (Shared)	2021	15 to 20	6	15.00	32%	28,320	28,320	32,270																																	
4.045	3,470	3,470 Square Yards		Asphalt Pavement, Total Replacement, Court 1 (2015 is Budgeted)	2015	15 to 20	0	17.10	100%	59,337	59,337	147,167	59,378																																
4.046	3,730	3,730 Square Yards		Asphalt Pavement, Total Replacement, Court 2	2018	15 to 20	3	17.10	100%	63,783	63,783	168,819																																	
4.047	4,710	4,710 Square Yards		Asphalt Pavement, Total Replacement, Court 3	2021	15 to 20	6	17.10	100%	80,541	80,541	227,556																																	
4.048	5,900	5,900 Square Yards		Asphalt Pavement, Total Replacement, River Birch Drive (Shared)	2041	15 to 20	26	30.00	32%	56,640	56,640	99,735																																	
4.100	16	16 Each		Catch Basins, Inspections and Capital Repairs (Shared)	2021	15 to 20	6	800.00	32%	4,086	4,086	11,572																																	
4.110	4,700	470 Linear Feet		Concrete Cuts and Gutters, Partial (Shared)	2021	10 to 65	8 to 30+	31.00	32%	4,632	46,624	13,623																																	
4.140	9,600	430 Square Feet		Concrete Sidewalks, Partial	2018	10 to 65	3 to 30+	9.00	100%	3,870	77,400	33,100																																	
4.170	70	4 Each		Concrete Sloops, Partial	2023	10 to 65	8 to 30+	800.00	100%	3,200	56,000	23,953																																	
4.500	1	1 Allowance		Landscape, Mulch (2015 is Budgeted)	2015	10 to 3	0	11,250.00	100%	11,250	11,250	175,195	11,250																																
4.560	11	11 Each		Light Poles and Fixtures	2019	10 to 25	4	1,600.00	100%	17,600	17,600	92,283																																	
4.600	10	10 Each		Mailbox Stalions	2022	10 to 25	7	900.00	100%	9,000	9,000	10,481																																	
4.655	65	65 Linear Feet		Railings, Metal	2020	10 to 35	5	55.00	100%	3,575	3,575	3,986																																	
4.740	2,110	2,110 Square Feet		Retaining Walls, Stone, Inspection and Capital Repairs	2023	10 to 15	6	3.50	100%	7,385	7,385	20,971																																	
Reserve Study Update with Site Visit																			2,550																										
Anticipated Expenditures, By Year																			0	53,437	184,011	105,803	39,287	159,970	60,962	75,189	293,171	0	205,814	102,608	288,000	66,072	266,537												

**RESERVE FUNDING PLAN**

**CASH FLOW ANALYSIS**  
**Willow Brook Gardens**  
**Condominium Association, Inc.**  
**Brookfield, Wisconsin**

## Individual Reserve Budgets &amp; Cash Flows for the Next 30 Years

	FY2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
Reserves at Beginning of Year (Note 1)	308,283	271,757	353,084	392,293	311,278	317,525	402,523	369,759	409,746	467,891	310,261	448,587	384,441	426,369	284,408	368,128
Total Recommended Reserve Contributions (Note 2)	39,083	77,600	88,200	98,800	109,400	120,000	122,600	125,300	128,100	130,900	133,800	136,700	139,700	142,800	145,900	149,100
Plus Estimated Interest Earned, During Year (Note 3)	2,023	3,727	4,446	4,196	3,750	4,295	4,606	4,649	5,234	4,641	4,526	4,988	4,636	4,239	3,892	3,713
Less Anticipated Expenditures, By Year	(77,632)	0	(53,437)	(184,011)	(106,903)	(39,297)	(159,970)	(89,962)	(75,189)	(293,171)	0	(205,814)	(102,608)	(289,000)	(66,072)	(266,537)
Anticipated Reserves at Year End	\$271,757	\$353,084	\$392,293	\$311,278	\$317,525	\$402,523	\$369,759	\$409,746	\$467,891	\$310,261	\$448,587	\$384,441	\$426,369	\$284,408	\$368,128	\$254,404

(continued)

## Individual Reserve Budgets &amp; Cash Flows for the Next 30 Years. Continued

	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045
Reserves at Beginning of Year	254,404	410,771	473,039	430,675	525,410	659,013	736,416	594,672	421,837	85,320	272,856	368,175	378,911	420,825	137,867
Total Recommended Reserve Contributions	192,400	155,800	159,200	162,700	166,300	170,000	173,700	177,500	181,400	185,400	189,500	193,700	198,000	202,400	206,900
Plus Estimated Interest Earned, During Year	3,967	5,271	5,390	5,702	7,303	8,573	7,951	6,053	3,025	2,136	3,764	4,396	4,770	3,332	2,181
Less Anticipated Expenditures, By Year	0	(98,803)	(206,954)	(73,667)	0	(139,170)	(325,395)	(356,398)	(520,942)	0	(107,945)	(177,360)	(160,856)	(498,690)	(119,057)
Anticipated Reserves at Year End	\$410,771	\$473,039	\$430,675	\$525,410	\$659,013	\$736,416	\$594,672	\$421,837	\$85,320	\$272,856	\$368,175	\$378,911	\$420,825	\$137,867	\$271,891
									(NOTE 5)						(NOTE 4)

**Explanatory Notes:**

- 1) Year 2015 starting reserves are as of May 31, 2015. FY2015 starts January 1, 2015 and ends December 31, 2015.
- 2) Reserve Contributions for 2015 are the remaining budgeted 7 months; 2016 is the first year of recommended contributions.
- 3) 1.2% is the estimated annual rate of return on invested reserves; 2015 is a partial year of interest earned.
- 4) Accumulated year 2045 ending reserves consider the age, size, overall condition and complexity of the property.
- 5) Threshold Funding Year (reserve balance at critical point).

**WILLOW BROOK GARDENS**

**DISCLOSURE MATERIALS**

**SECTION G**

**MANAGEMENT OR EMPLOYMENT CONTRACTS**

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Condominium and  
Homeowners' Association  
Management Agreement

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ASSOCIATION : WILLOWBROOK CONDOMINIUM ASSOCIATION, INC.

AGENT: HUNT MANAGEMENT INCORPORATED

For Property located at 3035 RIVER BIRCH, BROOKFIELD, WISCONSIN

Beginning SEPTEMBER 1, 2005

Ending AUGUST 31, 2006

This agreement (the "Agreement") is made and entered into this \_\_\_\_\_ day of JULY, 2005 by and between the unit owners' association known as WILLOWBROOK CONDOMINIUM ASSOCIATION, INC. (the "Association"), which is established in accordance with the laws of the State of WISCONSIN for the property known as WILLOWBROOK located at 3035 RIVER BIRCH, BROOKFIELD, WISCONSIN (the "Property"), and HUNT MANAGEMENT INCORPORATED (the "Agent").

#### **AUTHORITY OF THE AGREEMENT**

The Board of Directors of the Association (the "Board"), on behalf of the Association, hereby appoints Agent to manage the Property, and Agent accepts appointment to manage the Property.

**The parties further agree as follows:**

#### **Section 1 TERM OF AGREEMENT**

The Board appoints Agent exclusively to manage the Property for a period of ONE (1) year, beginning SEPTEMBER 1, 2005, and thereafter for periods of one year unless this Agreement is terminated as provided in this section or in sections 11 or 12. Either party may terminate this Agreement at the end of the initial term or at the end of any one-year renewal period provided that written notice is given to the other party on or before the sixtieth (60th) day prior to the expiration of the initial term or on or before the sixtieth (60th) day prior to the expiration of such one-year renewal period.

#### **Section 2 SERVICES OF AGENT**

Agent shall manage the Property to the extent, for the period, and upon the terms of this Agreement. Agent shall perform the following services in the name of and on behalf of the Association, and the Association hereby gives Agent the authority and powers required to perform these services.

##### **2.1 COLLECTION OF ASSESSMENTS**

Agent shall collect (and give receipts for, if necessary) all monthly and other assessments and other monies that are due the Association with respect to the Property and for all rental or other payments from concessionaires, if any. HOWEVER, Agent shall have no authority or responsibility to collect delinquent assessments or other charges except to send notices of delinquency.

##### **2.2 RECORDS OF INCOME AND EXPENDITURES**

Agent shall maintain records of all income and expenses relating to the Property, and shall submit to the Association on or before the FIFTEENTH (15<sup>TH</sup>) day of the following month, a statement of receipts and disbursements for the preceding month, including a statement of the balance in the operating account for the Property.

### **2.3 PREPARATION OF ANNUAL BUDGET**

SIXTY (60) days prior to the beginning of each fiscal year, which begins on JANUARY 1<sup>ST</sup>, Agent shall prepare and submit to the Board a recommended Annual Budget for the next year showing anticipated income and expenses for such year.

### **2.4 SUBMISSION OF ANNUAL REPORT**

Within THIRTY (30) days after the end of each fiscal year, Agent shall submit to the Association a summary of all receipts and disbursements relating to the Property for the preceding year. HOWEVER, submission of such annual report shall not be construed to require Agent to supply an audit. Any audit required by the Association shall be prepared at the Association's expense by an auditor(s) of its selection.

### **2.5 MAINTENANCE OF COMMON ELEMENTS**

Subject to the direction of the Board, at the expense of the Association and in accordance with the Association's approved budget, Agent shall cause the common elements of the Property to be maintained according to appropriate standards of maintenance consistent with the character of the Property, including BUILDING & GROUNDS MAINTENANCE & REPAIR, ETC.

### **2.6 EMPLOYMENT OF PERSONNEL**

Agent shall hire, pay, negotiate collective bargaining agreements with (if necessary), supervise, and discharge whatever personnel may be required to maintain and operate the Property on behalf of the Association and in accordance with the budget, job standards, and wage rates previously approved by the Association. All such personnel shall be employees of the Association and not of Agent, and all salaries, taxes, and other expenses payable to or on account of such employees shall be operating expenses of the Property.

### **2.7 PAYMENT OF EMPLOYMENT TAXES**

Agent shall, on behalf of the Association, execute and file all tax and other returns and do and perform all acts required of the Association as an employer under the Federal Insurance Contributions Act, the Federal Unemployment Tax Act, all applicable federal, state, and local income tax laws, and all other laws, regulations, and/or ordinances governing employment and payment of wages. Upon request, the Board shall promptly execute and deliver to Agent all necessary powers of attorney, notices of appointment, and the like. The Association shall supply all funds to pay any taxes.

### **2.8 UTILITIES AND SERVICES CONTRACTS**

Subject to the direction of the Board and on behalf of the Association, Agent shall negotiate contracts for water, electricity, gas, telephone, and such other services as may be necessary or advisable for the common elements of the Property. Agent shall also purchase on behalf of the Association such equipment, tools, appliances, materials, and supplies as are necessary for the proper operation and maintenance of the Property.

All such contracts and purchases shall be executed in the name of the Association by its Board of Directors and at its expense.

## **2.9 PAYMENT OF EXPENSES**

From the funds of the Association, Agent shall pay all expenses of the Property, including taxes, building and elevator inspection fees, water rates and other governmental charges, and all other charges or obligations incurred by the Association or by Agent on behalf of the Association with respect to the maintenance or operation of the Property or pursuant to the terms of this Agreement or pursuant to other authority granted by the Board on behalf of the Association.

## **2.10 RECORDS OF INSURANCE**

Agent shall maintain appropriate records of all insurance coverage for the Property carried by the Association as specified in paragraph 10.2. Agent shall cooperate with the Board in investigating and reporting all accidents or claims for damage relating to the ownership, operation, and maintenance of the common elements of the Property, including any damage or destruction to them.

## **2.11 OTHER SPECIFIC SERVICES OF AGENT**

TO BE NEGOTIATED AS REQUIRED

## **Section 3 LIMITATION ON EXPENDITURES BY AGENT**

In discharging its responsibilities under section 2 of this Agreement, Agent shall not make any unbudgeted expenditures or incur any nonrecurring contractual obligation exceeding \$500.00, without the prior consent of the Association through the Board. HOWEVER, no such consent shall be required to repay any advances made by Agent under the terms of section 5. Notwithstanding these limitations, Agent may, on behalf of the Association and without prior consent of the Board, expend any amount or incur a contractual obligation in any amount required to deal with emergency conditions which may involve a danger to life or property or which may threaten the safety of the Property or the individual owners and occupants or which may threaten the suspension of any necessary service to the Property.

## **Section 4 AGENT NOT RESPONSIBLE FOR MAINTENANCE OF INDIVIDUAL UNITS**

Agent shall have no authority or responsibility for maintenance or repairs to individual units in the Property. Such maintenance and repairs shall be the sole responsibility of the owners individually.

## **Section 5 DISPOSITION OF FUNDS**

Agent shall, on behalf of the Association, deposit collections and pay expenses of the Property as stated below.

### **5.1 DEPOSIT OF COLLECTIONS**

Agent shall deposit all monies collected on behalf of the Association in a bank or other financial institution whose deposits are insured by the federal government or such other depository as directed by the Association in writing. The funds of the Association shall at all times be maintained separate and apart from Agent's own funds and from the funds of any others. Agent's designees shall be the only parties authorized to draw upon such accounts (EXCEPTING THOSE ACCOUNTS DESIGNATED AS 'RESERVES' FOR WHICH DIRECTORS / OFFICERS SHALL BE SIGNATORIES). Agent shall not be held liable in the event of bankruptcy or failure of such depository. Such operating account shall not be required to bear interest.

### **5.2 PAYMENT OF EXPENSES**

Agent shall pay all expenses of operation and management of the Property from the Association's funds held in account by Agent. Any amounts owed to Agent by the Association shall also be paid from such account at any time without prior notice to the Association.

### **5.3 AGENT NOT REQUIRED TO ADVANCE FUNDS**

Agent shall have no obligation to advance funds to the Association for any purpose whatsoever. Any funds advanced to the Association by Agent shall be repaid to Agent immediately from the Association's funds. Any sums due Agent under any provision of this Agreement, and not paid within THIRTY (30) days after such sums have become due, shall bear interest at the rate of 12% per annum.

### **5.4 BONDING OF EMPLOYEES**

All employees of Agent who handle or are responsible for the safekeeping of any monies of the Association shall be covered by a bond protecting the Association. Such bond shall be in an amount and with a company determined by Agent and may be a blanket or umbrella bond. The expense of such bonding shall be paid by AGENT.

## **Section 6 ATTENDANCE AT BOARD MEETINGS**

Agent, or a designated employee or other representative of Agent, shall attend ONE (1) regular meeting(s) of the Board each month and the annual meeting of the Association. SUCH ATTENDANCE SHALL BE LIMITED TO ONE HOUR BEYOND WHICH A \$75.00 PER HOUR CHARGE SHALL ACCRUE Upon not less than SIX (6) DAYS notice, Agent or its designated representative shall attend ADDITIONAL meetings of the Board or of the Association as requested, provided that the Association shall pay Agent \$75.00 per hour for that individual's attendance at each meeting. Agent or its representative shall be custodian of the official records of the Board and the Association. HOWEVER, neither Agent nor its representative shall be required to record the minutes of such meetings. (SEE SECTION 9.3)



## **Section 7 ONE BOARD MEMBER TO DEAL WITH AGENT**

The Board shall designate one of its members who shall be authorized to deal with Agent on any matter relating to the management of the Property. Agent shall not accept directions or instructions with regard to the management of the Property from anyone else. In the absence of any other designation by the Board, the President of the Board shall be deemed to have this authority. Board appoints VICE PRESIDENT as alternate should the President be unavailable. Agent may, but is not required to, submit any matter, direction, instruction or the like to the Board and shall then follow the direction of the Board.

## **Section 8 LIMITATION OF AGENT'S AUTHORITY AND RESPONSIBILITY**

Agent's authority to act and responsibility for the Property shall be subject to the limitations set forth below.

### **8.1 STRUCTURAL CHANGES**

Agent shall have no authority to make any structural changes in the Property or to make any other major alterations or additions in or to any building or equipment therein, except such emergency repairs as may be required because of danger to life or property or which are immediately necessary for the preservation and safety of the Property or for the safety of the individual owners and occupants or which are required to avoid the suspension of any necessary service to the Property.

### **8.2 BUILDING COMPLIANCE**

Agent shall not be responsible for the compliance of the Property or any of its equipment with the requirements of any building codes or with any statutes, ordinances, laws, rules, or regulations (including those relating to the existence and disposal of solid, liquid, and gaseous wastes, and toxic or hazardous substances) of any city, county, state, or federal governments or agencies, or any public authority or official thereof having jurisdiction over it. HOWEVER, Agent shall notify the Association promptly or forward to the Association promptly any complaints, warnings, notices, or summonses received by Agent relating to such matters. The Association represents that to the best of its collective knowledge the Property complies with all such requirements, and the Association authorizes Agent to disclose the ownership of the Property to any such officials and agrees to indemnify, defend, and hold Agent, its representatives, servants, and employees, harmless of and from all loss, cost, expense, and liability whatsoever which may be imposed on them by reason of any present or future violation or alleged violation of such laws, ordinances, rules, or regulations.

### **8.3 AGENT ASSUMES NO LIABILITY**

Agent assumes no liability whatsoever for any acts or omissions of the Board or the Association, or any previous boards or current or previous owners of the Property, or any previous management or other agent of either. Agent assumes no liability for any failure of or default by any individual unit owner in the payment of any assessment or other charges

due the Association or in the performance of any obligations owed by any individual unit owner to the Association, pursuant to any lease or otherwise. Agent likewise assumes no liability for any failure of or default by concessionaires in any rental or other payments to the Association. Nor does Agent assume any liability for previously unknown violations of environmental or other regulations which may become known during the period this Agreement is in effect. Any such regulatory violations or hazards discovered by Agent shall be brought to the attention of the Association in writing, and the Association shall promptly cure them.

## **Section 9 AGENT'S COMPENSATION**

Agent shall be compensated for specific services as stated below.

### **9.1 FOR MANAGEMENT SERVICES**

The Association shall pay Agent a management fee of \$ 1,100.00 per month. The management fee shall be paid monthly in advance. The management fee shall be adjusted annually upon approval by the Board of the Annual Budget, which adjustment shall be incorporated into this Agreement by reference. No further charge shall be made by Agent for Agent's services and other services of Agent's professional staff, except as otherwise expressly provided in this Agreement. Any clerical services performed for the Association, such as preparation and circulation of notices and newsletters and general correspondence of the Association, shall be at the Association's expense, including postage and other expenses.

### **9.2 FOR CONSTRUCTION, REMODELING, OR OTHER CONTRACTING SERVICES**

TO BE NEGOTIATED AS REQUIRED

### **9.3 FOR OTHER SERVICES**

ADDITIONAL MEETINGS, SITE INSPECTIONS, AND APPEARANCES  
AT DEPOSITIONS, HEARINGS, TRIALS OR SIMILAR PROCEEDINGS  
ON BEHALF OF OR IN CONJUNCTION WITH AGENTS SERVICE  
TO ASSOCIATION - \$75.00 PER HOUR

## **Section 10 OBLIGATIONS OF THE ASSOCIATION**

The Association shall insure the Property, Agent, and itself against liability and bear the expense of any and all litigation against the Property, Agent, and the Association as stated below. In addition, the Association shall provide for an initial deposit and contingency reserve and, through its Board, approve an Annual Budget for the Property.

#### **10.1 SAVE AGENT HARMLESS FROM LIABILITY SUITS**

The Association shall indemnify, defend, and save Agent harmless from all suits or other claims including, but not limited to, those alleging any negligence of Agent or its employees in connection with the Property or the management thereof and from liability for damage to property and injuries to or death of any employee or other person. The Association shall pay all expenses incurred by Agent including, but not limited to, all attorneys' fees, costs, and expenses incurred to represent Agent in regard to any claim, proceeding, or suit involving alleged negligence of Agent or its employees in connection with or arising out of the management of the Property.

#### **10.2 ESTABLISH AND MAINTAIN LIABILITY INSURANCE**

The Association shall carry at its own expense public liability, boiler, fire and extended coverage, elevator liability (if elevators are part of the equipment of the Property), and workers' compensation insurance, and such other insurance as may be necessary or appropriate. Such insurance policies shall name both the Association and Agent as insureds, and their coverage shall be adequate to protect the interests of both parties and in form, substance, and amounts reasonably satisfactory to Agent. The Association shall provide Agent with certificates evidencing such insurance or with duplicate copies of such policies within TEN (10) days from the date of execution of this Agreement; or Agent may, but shall not be obligated to, place said insurance and charge the cost thereof to the account of the Association. Said policies shall provide that notice of default or cancellation shall be sent to Agent as well as to the Association and shall require a minimum of SIXTY (60) days' written notice to Agent before any cancellation of or changes to said policies.

#### **10.3 PAY ALL EXPENSES OF ANY LITIGATION**

The Association shall pay all expenses incurred by Agent including, but not limited to, Agent's costs and time, any liability, fines, penalties or the like, settlement amounts, and attorneys' fees for counsel employed to represent Agent or the Association in any proceeding or suit involving any alleged or actual violation by Agent or the Association or the Board, or any combination of all of them, of any law or regulation of any governmental body pertaining to environmental protection, fair housing, or fair employment, including, but not limited to, any law prohibiting or making illegal discrimination on the basis of race, sex, creed, color, religion, national origin, family status, or mental or physical handicap. HOWEVER, the Association shall not be responsible to Agent for any such expenses in the event Agent is finally adjudged to have personally, and not in a representative capacity, violated any such law. Nothing contained in this Agreement shall obligate Agent to employ legal counsel to represent the Board or the Association in any such proceeding or suit.

#### **10.4 SAVE AGENT HARMLESS FROM LABOR LAW VIOLATIONS**

The Association shall indemnify, defend, and save Agent harmless from all claims, investigations, and suits, or from the Association's or the Board's actions or failures to act, with respect to any alleged or actual violation of state or federal labor laws. The Association's obligation with respect to such violation(s) shall include payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay

awards, court costs, litigation expense, and attorneys' fees.

#### **10.5 PROVIDE FOR INITIAL DEPOSIT AND CONTINGENCY RESERVE**

Immediately on commencement of this Agreement, the Association shall remit to Agent the sum of \$5,000.00 to be deposited in the account(s) established for the Association pursuant to paragraph 5.1, such amount representing the estimated disbursements to be made in the first month, plus an additional sum of \$5,000.00 as a contingency reserve. The Association agrees to maintain this contingency reserve amount at all times and shall agree in writing to a new contingency reserve when such is required. The contingency reserve thus established is to enable Agent to pay obligations of the Association as they become due and is an amount separate from the reserve funds which accrue from assessments of individual unit owners.

#### **10.6 APPROVE ANNUAL BUDGET**

Within thirty (30) days of receipt of the recommended Annual Budget prepared by Agent, the Board shall either approve the budget as submitted or provide Agent with written notice setting forth those items which are unacceptable to the Board or provide agent with written notice advising Agent what additional information is required. Failure to provide such notice to Agent within said thirty (30) day period shall be deemed as approval of the Annual Budget by the Board. Upon approval, Agent shall be authorized to operate and manage the Property in accordance with the Annual Budget.

### **Section 11 TERMINATION BY AGENT FOR CAUSE**

Agent shall have the right to cancel this Agreement at any time in the event that any insurance required of the Association is not maintained without any lapse. Agent shall also have the right to cancel this Agreement at any time in the event it is alleged or charged that the Property or any equipment therein or any act or failure to act by the Board or the Association with respect to the Property or the sale, rental, or other disposition thereof or with respect to the hiring of employees to manage it fails to comply with or is in violation of any requirement of any constitutional provision, statute, ordinance, law, or regulation of any governmental body or any order or ruling of any public authority or official thereof having or claiming to have jurisdiction over it, and Agent in its sole and absolute discretion considers that the action or position of the Association or the Board with respect thereto may result in damage or liability to Agent, or disciplinary proceeding with respect to Agent's license. Agent shall provide written notice to the Association of its election to terminate this Agreement, in which case termination shall be effective upon the service of such notice.

### **Section 12 TERMINATION BY THE ASSOCIATION; CANCELLATION FEE**

The Association OR AGENT may cancel this Agreement at any time on not less than SIXTY (60) days prior notice to Agent OR ASSOCIATION. THERE SHALL BE NO CANCELLATION FEE.

### **Section 13 ASSOCIATION RESPONSIBLE FOR PAYMENTS**

Upon termination of or withdrawal from this Agreement by either party, the Association shall assume the obligations of any contract or outstanding bill executed by Agent under this Agreement for and on behalf of the Association and responsibility for payment of all unpaid bills. In addition, the Association shall furnish Agent security, in an amount satisfactory to Agent, against any obligations or liabilities which Agent may have properly incurred on the Association's behalf under this Agreement.

Agent may withhold funds for ninety (90) days after the end of the month in which this Agreement is terminated, in order to pay bills previously incurred but not yet invoiced and to close accounts. Agent shall deliver to the Association, within ninety (90) days after the end of the month in which this Agreement is terminated, any balance of monies due the Association which were held by Agent with respect to the Property, as well as a final accounting reflecting the balance of income and expenses with respect to the Property as of the date of termination or withdrawal, and all records, contracts, leases, receipts for deposits, and other papers or documents which pertain to the Property.

### **Section 14 RELATIONSHIP OF AGENT TO THE ASSOCIATION**

The relationship of the parties to this Agreement shall be that of Principal and Agent, and all duties to be performed by Agent under this Agreement shall be for and on behalf of, in the name of and for the account of the Association. In taking any action under this Agreement, Agent shall be acting only as Agent for the Association, and nothing in this Agreement shall be construed as creating a partnership, joint venture, or any other relationship between the parties to this Agreement except that of Principal and Agent, or as requiring Agent to bear any portion of losses arising out of or connected with the ownership or operation of the Property. Nor shall Agent at any time during the period of this Agreement be considered a direct employee of the Association. Neither party shall have the power to bind or obligate the other except as expressly set forth in this Agreement, except that Agent is authorized to act with such additional authority and power as may be necessary to carry out the spirit and intent of this Agreement.

### **Section 15 INDEMNIFICATION SURVIVES TERMINATION**

All representations and warranties of the parties contained herein shall survive the termination of this Agreement. All provisions of this Agreement that require the Association to have insured or to defend, reimburse, or indemnify Agent shall survive any termination; and if Agent is or becomes involved in any proceeding or litigation by reason of having been the Association's Agent, such provisions shall apply as if this Agreement were still in effect.

## **Section 16 HEADINGS**

All headings and subheadings employed within this Agreement are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement.

## **Section 17 FORCE MAJEURE**

Any delays in the performance of any obligation of Agent under this Agreement shall be excused to the extent that such delays are caused by wars, national emergencies, natural disasters, strikes, labor disputes, utility failures, government regulations, riots, adverse weather, and other similar causes not within the control of Agent, and any time periods required for performance shall be extended accordingly.

## **Section 18 COMPLETE AGREEMENT**

This Agreement, including any specified attachments, constitutes the entire agreement between the Association and Agent with respect to the management and operation of the Property and supersedes and replaces any and all previous management agreements entered into or/and negotiated between the Association and Agent relating to the Property covered by this Agreement. No change to this Agreement shall be valid unless made by supplemental written agreement executed and approved by the Association and Agent. Except as otherwise provided herein, any and all amendments, additions, or deletions to this Agreement shall be null and void unless approved by the Association and Agent in writing. Each party to this Agreement hereby acknowledges and agrees that the other party has made no warranties, representations, covenants or agreements, express or implied, to such party, other than those expressly set forth herein, and that each party, in entering into and executing this Agreement, has relied upon no warranties, representations, covenants or agreements, express or implied, to such party, other than those expressly set forth herein.

## **Section 19 RIGHTS CUMULATIVE; NO WAIVER**

No right or remedy herein conferred upon or reserved to either of the parties to this Agreement is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given under this Agreement or now or hereafter legally existing upon the occurrence of an event of default under this Agreement. The failure of either party to this Agreement to insist at any time upon the strict observance or performance of any of the provisions of this Agreement, or to exercise any right or remedy as provided in this Agreement, shall not impair any such right or remedy or be construed as a waiver or relinquishment of such right or remedy with respect to subsequent defaults. Every right and remedy given by this

Agreement to the parties to it may be exercise from time to time and as often as may be deemed expedient by those parties.

## **Section 20 APPLICABLE LAW AND PARTIAL INVALIDITY**

The execution, interpretation, and performance of this Agreement shall in all respects be controlled and governed by the laws of the State of WISCONSIN. If any part of this Agreement shall be declared invalid or unenforceable, Agent shall have the option to terminate this Agreement by notice to the Association.

## **Section 21 NOTICES**

Any notice required or provided for in this Agreement shall be in writing and shall be addressed as indicated below or to such other address as Agent or the Association may specify hereafter in writing.

### **21.1 TO AGENT**

HUNT MANAGEMENT INCORPORATED  
6100 W. EXECUTIVE DRIVE, SUITE K  
MEQUON, WISCONSIN 53092  
(OR CURRENT LEGAL ADDRESS)

### **21.2 TO THE ASSOCIATION**

President of the Board  
(CURRENT LEGAL ADDRESS)

### **21.3 DELIVERY OF NOTICES**

Notices or other communications between the parties to this Agreement may be mailed by United States registered or certified mail, return receipt requested, postage prepaid, and may be deposited in a United States Post Office or a depository regularly maintained by the post office. Such notices may also be delivered by hand or by any other receipted method or means permitted by law. For purposes of this Agreement, notices shall be deemed to have been "given" or "delivered" upon personal delivery thereof or forty-eight (48) hours after having been deposited in the United States mails as provided herein.

## **Section 22 AGREEMENT BINDING ON SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon and inure to the benefit of the successors and assigns of Agent and the heirs, administrators, successors, and assigns of the Association. Notwithstanding the preceding sentence, Agent shall not assign its interest under this Agreement except in connection with the sale of all or substantially all of the assets of its business. In the event of such sale, Agent shall be released from all liability under this Agreement upon the express assumption of such

liability by its assignee.


### Section 23 DISPUTE RESOLUTION

ANY DISPUTE INVOLVING THE TERMS OF THIS AGREEMENT SHALL BE RESOLVED BY BINDING ARBITRATION PURSUANT TO THE RULES, THEN APPLICABLE, OF THE AMERICAN ARBITRATION ASSOCIATION, EXCEPT FOR THE SELECTION OF THE ARBITRATOR, WHICH SHALL BE SELECTED BY MUTUAL AGREEMENT OF BOARD AND AGENT.

### SIGNATURES


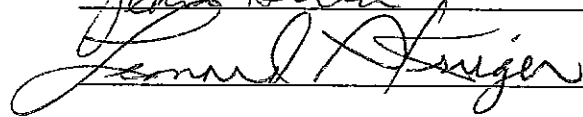
IN WITNESS WHEREOF, the parties hereto have affixed or caused to be affixed their respective signatures this 25 day of JULY, 2005.

Witnesses:

  
\_\_\_\_\_  
\_\_\_\_\_

Board:

WILLOWBROOK CONDOMINIUM,  
ASSOCIATION, INC.

  
  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Agent:

Firm HUNT MANAGEMENT INCORPORATED

Submitted by \_\_\_\_\_

By 



**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS, THAT

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(State whether individual, partnership, corporation, etc.)

located at \_\_\_\_\_

has made, constituted, and appointed, and, by these presents does hereby make, constitute,  
and appoint, \_\_\_\_\_

a resident of the United States, whose address is \_\_\_\_\_

\_\_\_\_\_  
(its) true and lawful attorney for (it)(me) in (its)(my) name, place, and stead to execute and  
to file any Tax Returns due on or after \_\_\_\_\_

\_\_\_\_\_ under the provisions of the Social Security Act, now in  
force or future amendments thereto.

Dated at \_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_, 19\_\_.

\_\_\_\_\_  
Signature of Taxpayer

\_\_\_\_\_  
Title

Executed in the presence of:

\_\_\_\_\_  
Signature of Taxpayer

\_\_\_\_\_  
Title

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature of Taxpayer

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Title

Acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 19\_\_.

NOTARIAL SEAL

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This is a Standard Form of the Institute of Real Estate Management of the NATIONAL ASSOCIATION OF REALTORS®, 430 North Michigan Avenue, Chicago, Illinois. When placing orders specify Condominium and Homeowners' Association Management Agreement Form No. 988.

**DISCLAIMER:** This Condominium and Homeowners' Association Management Agreement form is published as a service to property managers, and an explanation of its various provisions is available separately. The publisher is not engaged in rendering legal, accounting, or other professional service. Because of varying state and local laws, competent legal or other advice should be secured before using this form.

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WC3323610-001

OCT 28 2005

REGISTER'S OFFICE  
WAUKESHA COUNTY, WI  
RECORDED ON

10-04-2005 1:49 PM

MICHAEL J. HASSLINGER  
REGISTER OF DEEDS

REC. FEE: 4.00  
REC. FEE-CO: 5.00  
REC. FEE-ST: 2.00  
TRAN. FEE:  
TRAN. FEE-STATE:  
PAGES: 1

**STATUTORY RESERVE ACCOUNT  
STATEMENT OF WILLOW BROOK  
CONDOMINIUM ASSOCIATION, INC.**

Willow Brook Condominium Association, Inc., which is  
located at:

Return to:  
Hunt Management, Inc.  
10520 N. Baehr Road, Ste. Q  
Mequon, WI 53092

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.

Pa  
11  
1

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.

Pursuant to Wisconsin Statutes Section 703.163(11) hereby states that the Association maintains a  
statutory reserve account.

By: Jean Hirth  
Jean Hirth, President

Countersigned

By: Mary K Voell  
Mary K Voell, Secretary

ACKNOWLEDGE  
STATE OF WISCONSIN )  
)  
WAUKESHA COUNTY )

Personally came before me this 26th day of SEPTEMBER, 2005, the above named  
JEAN HIRTH and MARY VOELL, to me known to be the persons  
who executed the foregoing instrument and acknowledged the same.

[Signature]  
Notary Public, State of Wisconsin  
My Commission Expires 2-4-07

This instrument was drafted by:  
Morton M. Grodsky, Attorney at Law