

# DISCLOSURE MATERIALS

## EAGLE'S NEST CONDOMINIUMS

Brookfield, Wisconsin

The Developer (Declarant) is JBJDEVELOP, L.P. Its business address is W198 N9912 Rivercrest Drive, Suite 101; Germantown, WI 53022.

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

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

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.

In compliance with the Disclosure Requirements of Section 703.33, Wis. Stats., as amended, the following represents an Executive Summary and copies of the following are herewith supplied:

1. GENERAL CONDOMINIUM CONCEPT. In general terms, a residential condominium form of ownership blends the amenities of single family residential ownership with that of the amenities of association or cooperative living arrangements. The property which is dedicated and subject to the condominium laws create two forms of ownership, to-wit: (i) Units which are owned individually by Unit Owners and (ii) common areas which are collectively owned and maintained by all of the Unit Owners. A Unit Owner is responsible for the general maintenance and repair of the Unit Owner's Unit. Every Unit Owner is a Member of the condominium Unit Owner's Association which, among other duties and responsibilities, shall be responsible for the maintenance and repair of the common areas.
2. DECLARATION OF CONDOMINIUM OWNERSHIP. The Declaration is a written document recorded with the Register of Deeds in the county where the real estate is located which creates the condominium from one or more parcels of real estate. The Declaration (i) identifies the Units which are individually owned and the common elements which are owned in common by all o the Unit Owners; (ii) sets forth the percentage of ownership interest in the common elements which is assigned to each Unit Owner; (iii) creates the Owner's Association and sets forth the duties and responsibilities of the Association and (iv) establishes the number of votes that each Unit Owner has in the affairs of the Association. The Declaration establishes and describes the condominium, the units and the common areas. The Declaration begins on Page A-1, Table of Contents page iii, iv, v and vi.
3. BY-LAWS. The By-Laws contain rules which govern the affairs of the condominium association and affect the rights and responsibilities of Unit Owners. The By-Laws begin on Page B-1.
4. ARTICLES OF INCORPORATION. The operation of the condominium are generally governed by an association, of which each Unit Owner shall be a member. The powers, duties, and operation of this association are specified in its Articles of Incorporation. The Articles of Incorporation being on Page C-1.
5. MANAGEMENT AND EMPLOYMENT CONTRACTS. Certain services are provided to the condominium through contracts with individuals or private firms. There are no such contracts affecting this condominium at this time.
6. ANNUAL OPERATING BUDGET. The Association will incur 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 (other than those which are a part of the common expense). At this point the Association supplies a Projected Operating Budget. A more detailed and more accurate budget may be supplied as time progresses. The budget begins on Page D-1.
7. STATUTORY RESERVE ACCOUNT. A text of the proposed amendments to Chapter 703 regulating Statutory Reserve Accounts are, only for the convenience and information of Unit Owners, set forth in the disclosure materials and commenced on Page E-1.
8. LEASES. Units in some condominiums are sold subject to one or more leases of property or facilities which are not a part of the condominium. This is not the case with this Condominium.

9. CONDOMINIUM PLAT. A map of the condominium, which shows the location of all Units and all facilities and common areas which are part of the condominium, is attached to the Declaration commencing on Page A-36 as Exhibit A.

10. FLOOR PLANS. Declarant has provided a floor plan of the Units being offered for sale. The floor plan and map begin on page A-37.

11. EXPANSION PLANS: In certain cases, a condominium project expands to additional real estate. If the condominium project is expandable, the Developer or Builder will reserve this right and same shall be set forth in the Declaration. This condominium project is not expandable.

12. DECLARANT. The Declarant is identified and defined in the Condominium Declaration in Article I, Section 2 (c). The Declarant is, generally, the owner or developer declaring and dedicating the property to the Condominium Ownership Act by the recording of the Declaration and the Condominium Plat. Generally, the Declarant reserves a period of control over the condominium affairs which allows the Declarant time to complete construction of the condominium project and sell the Units. During this period of "declarant control," Declarant exercises all of the powers and responsibilities normally reserved to the association and which, ultimately, will be assigned and passed to the association. As individual Units are sold, elections are held and Unit Owners other than the Declarant elect an increasing number of members to the Association's Board of Directors. The Declarant's control of the affairs of the association may last up to three (3) years in condominiums which are not expandable and up to ten (10) years in expandable condominiums.

13. UNIT. A Unit is described in Article I, Section 2 (m) of the Declaration. Units are individually owned by Unit Owners, said Unit Owner having the exclusive ownership and possession of the Unit Owned. The boundaries of each Unit are defined in the Declaration. The definition of the Unit may impact the Unit Owner's maintenance and insurance responsibilities and the rights to make improvements or alterations.

14. COMMON ELEMENTS. The common elements are defined in Article III of the Declaration. Generally speaking, all of the property dedicated to the Condominium Ownership Act that is not a Unit is considered common elements. This may include the land, the exterior and common areas of buildings such as entrance ways, elevators, meeting rooms and halls, landscaping, roads and any outside parking areas, outdoor lighting and recreational facilities. Common areas are allowed to be utilized by all Unit Owners.

15. LIMITED COMMON ELEMENTS. The Limited Common Elements are defined in Article IV of the Declaration. The limited common elements are those Common Elements which are identified in the Declaration and Plat and are reserved for the exclusive use of more than one, but not all, of the Unit Owners. A Unit Owner may not own the Limited Common Element individually, but may be the only one entitled to use the identified Limited Common Element. The use of the Limited Common Elements is generally subject to the restrictions set forth in the Declaration. Examples of Limited Common Elements would be storage areas, patios, decks, balconies and garage parking spaces.

16. PERCENTAGE INTERESTS. Every Unit Owner shares in the ownership of the Common Elements with the other Unit Owners. This percentage interest in the Common Elements is defined in Article III, Section 2 of the Declaration. This ownership right vests automatically with the ownership of a Unit. The percentage interest often determines the share of common expenses that a Unit Owner must pay for the maintenance of the

Common Elements and for the operation of the Association. The percentage interest may be an equal percentage for all Units based upon the number of Units in the condominium project, be in proportion to the square footage of the Units, upon the location or value of the Units or upon some other formula which is set forth in the Declaration.

17. ASSOCIATION. The Association is the entity made up of the Unit Owners formed to manage and maintain the condominium property and finances. The Association will either be a not-for-profit, non-stock corporation or an unincorporated Association. In this condominium project, the Association is a non-stock not-for-profit corporation. Every Unit Owner is required to be a member of the Association. The members of the Board of Directors and the officers of the Association are Unit Owners initially appointed by the Declarant and ultimately voted into office by the Unit Owners. The Association duties include, but are not limited to, maintenance of the common areas, collecting condominium assessments, maintaining the books and records of the Association, overseeing reserved funds, preparing financial reports and filing tax returns. Some or all of these functions may be delegated to a manager or other professionals. The powers and duties of the Association is set forth in Article VII of the Declaration.

18. ASSESSMENT FEES. The Association establishes a budget for all of the condominium expenses and divides these expenses among all of the Unit Owners. These fees are typically paid monthly. The Association may also recreate reserves for future maintenance and repairs.

**DECLARATION OF CONDOMINIUM OWNERSHIP**

**OF**

**EAGLE'S NEST CONDOMINIUMS**

**Brookfield, Wisconsin**

TABLE OF CONTENTS

PREFACE		A-1
Article I	Definitions and Legal Description of Land	A-2
Section 1	Legal Description of Land	
Section 2	Definitions	
	(a) "Association"	
	(b) "Common Elements"	
	(c) "Declarant"	
	(d) "Expandable Condominium"	
	(e) "Limited Common Elements and Restricted Common Elements"	A-3
	(f) "Majority"	
	(g) "Mortgage"	
	(h) "Mortgagee"	
	(i) "Occupant"	
	(j) "Owner"	
	(k) "Percentage Interests"	
	(l) "Person"	
	(m) "Unit"	
	(n) "Unit Identification"	A-4
	(o) "Unit Owner Improvements"	
	(p) "Voting Member"	
Article II	Property and Units - Submission to Act	A-4
Section I	Submission of Property to the Act	
Section 2	Condominium Unit Identification	

Section 3	Description and location of Units	A-6
Section 4	Boundaries of Units	A-7
Section 5	Interpretation of Plans	A-8
Section 6	Modification of Plans	A-9
Section 7	Construction in Phase	
Article III	Common Elements	A-10
Section 1	Description of Common Elements	
Section 2	Ownership of Common Elements	
Section 3	Use of the Common Elements	
Section 4	Limitation on Use of Common Elements	
Section 5	No Severance of Unit Ownership	A-11
Section 6	Easements for Use of Common Areas	
Section 7	Maintenance of Common Elements	
Section 8	No Partition of Common Elements	A-12
Article IV	Limited Common Elements	A-12
Section 1	Description of Limited Common Elements and Facilities	
Section 2	Patios, Decks and Porches	A-13
Section 3	Use	
Section 4	Conveyance of Limited Common Elements	A-14
Section 5	Improvements to Limited Common Elements	
Article V	Other Property Rights and Obligations of Owners	A-14
Section 1	Use and Rental of Units	
Section 2	Use of Units by Declarant	
Section 3	Use of Parking Areas	A-15
Section 4	Prohibition of Damage and Certain Activities	
Section 5	Subdivision of Units	
Section 6	Rules and Regulations	
Section 7	Delegation of Use	
Section 8	Construction	
Section 9	Separate Mortgages of Units	A-16
Section 10	Separate Real Estate Taxes	
Section 11	Maintenance, Repairs and Replacement	
Section 12	Negligence of Unit Owner	A-18
Section 13	Common Surpluses	

Article VI	Association of Unit Owners and Voting Rights	A-18
Section 1	Membership	
Section 2	Voting	
	(a) Class A	
	(b) Class B	A-19
	(c) Rights of Declarant	
Section 3	Unit Value for Voting	
Section 4	Amplification	
Article VII	Rights and Obligations of the Association	A-19
Section 1	The Common Elements	
Section 2	Fire Protection Sprinkler System	
Section 3	Services	
Section 4	Personal Property for Common Uses	A-20
Section 5	Rules and Regulations	
Section 6	Implied Rights	
Section 7	Personal Liability	
Article VIII	Covenant for Assessments	A-20
Section 1	Agreement to Pay Assessment	
Section 2	Purpose and Computation of Assessments	A-21
Section 3	Annual Assessments	
Section 4	Special Assessment for Capital Improvements	
Section 5	Special Assessment Against a Particular Unit	A-22
Section 6	Statutory Reserve Account	
Section 7	Notice of Meetings	A-23
Section 8	Uniform Rate of Assessment	
Section 9	Date of Commencement of Annual Assessments	
Section 10	Declarant's Obligation for Common Expenses During Period of Declarant Control	
Section 11	Lien for Assessments	
Section 12	Effect of Nonpayment of Assessments	A-24
Section 13	Sale or Conveyance	A-25
Section 14	Additional Rights of Lenders	
Article IX	Architectural Control	A-26
Section 1	Architectural Control Authority	

Section 2	Antennae	
Section 3	Declarant Control	A-27
Section 4	Use of Building and Units	
Article X	Party Walls	A-27
Section 1	General Rules of Law to Apply	
Article XI	Insurance	A-27
Section 1	Obligation of Association	
Section 2	Combined Insurance	
Section 3	Insurance Proceeds	A-28
Section 4	Destruction and Reconstruction	
Section 5	Partition	
Section 6	Other Insurance	A-29
Article XII	Notices	A-29
Article XIII	Exculpation of Association Liability	A-30
Article XIV	Declarant's Rights	A-30
Article XV	Expanding Condominium	A-30
Article XVI	Grievance Procedure	A-30
Section 1	Complaint	
Section 2	Mailing	
Section 3	Hearing	
Section 4	Determination	A-31
ARTICLE XVII	General Provisions	A-31
Section 1	Enforcement	
Section 2	Severability	
Section 3	Failure of Association to Insist on Strict Performance Not Waiver	
Section 4	Termination	A-32
Section 5	Encroachments	
Section 6	Binding Effect	



Section 7	Rules and Regulations	
Section 8	Dedication for Utilities	A-33
Section 9	Construction of Terms	
Section 10	Amendments	
Section 11	Registered Agent for Service of Process	
Section 12	Number and Gender	
Section 13	Captions	A-34
Section 14	Right of First Refusal	
Exhibit A	Condominium Plat	A-35

001360 APR-06



WC3375791-067

DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS, COVENANTS AND CONDITIONS FOR EAGLE'S NEST CONDOMINIUMS

3375791

REGISTER'S OFFICE WAUKESHA COUNTY, WI RECORDED ON

04-06-2006 2:48 PM

MICHAEL J. HASSLINGER REGISTER OF DEEDS

REC. FEE: 136.00 REC. FEE-CO: 5.00 REC. FEE-ST: 2.00 TRAN. FEE: TRAN. FEE-STATE: PAGES: 67

EAGLE'S NEST CONDOMINIUMS Brookfield, WI

THIS DECLARATION, made this 16th day of February, 2006, by JBJDEVELOP, L.P. (hereinafter referred to as the "DEVELOPER/DECLARANT").

WHEREAS, DECLARANT is the owner in fee simple of certain real estate hereinafter described in this Declaration, located in the Town of Brookfield, Waukesha County, Wisconsin (hereinafter referred to as 'Subject Property'); and

WHEREAS, DECLARANT intends to, and does hereby submit and subject the Subject Property, together with all buildings, structures, improvements and other permanent fixtures of whatsoever kind thereon, and all rights and privileges belonging or in anyway pertaining thereto, to all provisions of the Wisconsin Condominium Ownership Act, Chapter 703, Wis. Stats. as amended; and

Return To: Richard A. Rechlicz, Esq. Ladewig, Rechlicz & Iggers, LLP N88 W15125 Main Street Menomonee Falls, WI 53051

WHEREAS, DECLARANT desires to establish certain rights, conditions, restrictions, covenants and easements in, over and upon the Subject Property for the benefit of DECLARANT and all future owners of any part of the Subject Property, and any unit or units thereof or therein contained, and to provide for the harmonious, beneficial and proper use and conduct of the Subject Property and all units; and

WHEREAS, DECLARANT desires and intends that the several unit owners, mortgagees, occupants and other persons hereafter acquiring any interest in the Subject Property shall at all times enjoy the benefits of, and shall hold their interests subject to, the rights, conditions, restrictions, covenants and easements hereinafter set forth, all of which are declared to be in furtherance of a plan to promote and protect the cooperative aspect of the Subject Property and are established for the purpose of enhancing and perfecting the value, desirability and attractiveness of the Subject Property.

NOW, THEREFORE, Declarant, as the title holder of the Subject Property and described herein, and for the purposes above set forth, (i) submits the Subject Property and buildings to the condominium form and use and ownership as provided in the Act, subject to taxes and assessments not yet due and payable, municipal and zoning ordinances, recorded easements and all other matters of record; (ii) establishes and imposes the following provisions, conditions, restrictions and uses to which the condominium may be put, and (iii) specifies that the provisions of this Declaration shall constitute covenants to run with the land and shall be binding upon DECLARANT, its successors and assigns and all subsequent owners and occupants of all or any part of the condominium, and further DECLARES AS FOLLOWS:

143/67

**ARTICLE I**  
**DEFINITIONS AND**  
**LEGAL DESCRIPTION OF LAND**

Section 1. **LEGAL DESCRIPTION OF LAND:** The Subject Property which is hereby submitted and subjected to the provisions of the Condominium Ownership Act, Chapter 703, Wis. Stats. (1999-2000) as amended, is legally described as follows:

Lot 1 of CERTIFIED SURVEY MAP NO. 9888, being a part of the Southeast 1/4 of the Southeast 1/4 of Section 29, Township 7 North, Range 20 East, in the Town of Brookfield, Waukesha County, Wisconsin.

Tax Key No. BKFT 1124-974

A survey of the Subject Property, showing the boundaries of the Condominium, is contained in the Plat of EAGLE'S NEST CONDOMINIUMS (hereinafter referred to as "Condominium Plat"), a copy of which is attached hereto and marked Exhibit A, Sheet 1.

The Subject Property and all improvements thereon and appurtenances thereto shall be known as EAGLE'S NEST CONDOMINIUMS.

Section 2. **DEFINITIONS:** For the purpose of brevity and clarity, certain words and terms used in this Declaration are defined as follows:

- (a) "ASSOCIATION" shall mean and refer to EAGLE'S NEST CONDOMINIUMS OWNER'S ASSOCIATION, INC., a corporation formed under the nonstock corporation statute, Chapter 181, Wis. Stats. (1999-2000) as amended, its successors and assigns.
- (b) "COMMON ELEMENTS" shall mean and refer, unless otherwise provided in this Declaration or amendments thereto, to the common areas and facilities consisting of the land and the entire premises described and identified in the Condominium Plat, excepting the Units and excepting and subject to any structures built or improvements installed by or for public utilities.
- (c) "DECLARANT" shall mean and refer to JBJDEVELOP, L.P. and its successors and assigns. Declarant may also be referred to as the Developer.
- (d) "EXPANDABLE CONDOMINIUM" shall mean a condominium to which additional property or units or both may be added in accordance with the provisions of this Declaration and Chapter 703 Wis. Stats. This condominium project is not expandable.

- (e) "LIMITED COMMON ELEMENTS AND RESTRICTED COMMON ELEMENTS" shall refer to those common elements identified herein as reserved for the exclusive use of one or more, but less than all, of the Unit Owners.
- (f) "MAJORITY" shall mean the Condominium Unit Owners with more than fifty percent (50%) of the votes assigned the Units in this Declaration.
- (g) "MORTGAGE" shall mean any Mortgage or other security instrument by which a Unit or any part thereof is encumbered.
- (h) "MORTGAGEE" shall mean any person named as the Mortgagee under any Mortgage under which the interest of any Owner is encumbered, or any land contract vendor of any Unit, or any successor to the interest of such person under such Mortgage or such land contract.
- (i) "OCCUPANT" shall mean a person, as herein defined, in lawful possession of a Unit, as herein defined, other than the Unit Owner, as herein defined, of such Unit.
- (j) "OWNER" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Unit, including the holder of an equitable interest as a Land Contract Vendee, but excluding those having such interest merely as security for the performance of an obligation.
- (k) "PERCENTAGE INTERESTS" shall refer to the appurtenant, undivided interest of Unit Ownership, as herein defined, in the Common Elements, as herein defined, expressed as a percentage and calculated by dividing (a) the number "one" (1) by (b) the total number of Units, as herein defined, in the Condominium. For purposes of this Declaration, the percentage interest of all Unit Owners will be equal.
- (l) "PERSON" shall refer to an individual, corporation, partnership, association, trust or other legal entity.
- (m) "UNIT" shall mean and refer to a part of the property subject to the Declaration, consisting of one (1) or more cubicles of air at one (1) or more levels of space or one (1) or more rooms or enclosed spaces located in one (1) or more floors (or parts thereof) in a building and bounded along such boundaries as shown on the building and floor plans attached hereto as Exhibit A, Sheets 1 through 33, inclusive, together with all facilities and improvements therein contained, excluding the land underneath same.

- (n) "UNIT IDENTIFICATION" shall mean that each Unit has a street address, a real estate tax key number, and a unit identification number, which shall be legally sufficient for all conveyance purposes. Said Unit information is set forth herein and on the Condominium Plat.
- (o) "UNIT OWNER IMPROVEMENTS" shall mean any Improvements located within a Unit, except utility lines and facilities.
- (p) "VOTING MEMBER" shall refer to the one person with respect to each Unit Ownership entitled to vote at any meeting of the Unit Owners.

**ARTICLE II**  
**PROPERTY AND UNITS:**  
**SUBMISSION TO ACT**

Section 1. SUBMISSION OF PROPERTY TO THE ACT: Declarant hereby submits the Subject Property described in Exhibit A and all buildings and improvements constructed or to be constructed thereon to the provisions of said Condominium Ownership Act (the "ACT"), pursuant to Chapter 703, Wis. Stats. (1999-2000) as amended.

Section 2. CONDOMINIUM UNIT IDENTIFICATION: Each Unit shall be specifically designated by its Unit Number as set forth in Exhibit A, Sheet 33, attached hereto. The Unit Number of each Unit and the post office street address, square footage and tax key number assigned by the Town of Brookfield are as follows:

UNIT NUMBER	ADDRESS	TAX KEY NUMBER	SQUARE FOOTAGE
Building 1			
1101	18825 Eagle Drive, #101	to be assigned	1,436
1102	18825 Eagle Drive, #102	to be assigned	2,014
1103	18825 Eagle Drive, #103	to be assigned	1,436
1201	18825 Eagle Drive, #201	to be assigned	2,044
1202	18825 Eagle Drive, #202	to be assigned	2,044
Building 2			
2101	18875 Eagle Drive, #101	to be assigned	1,436
2102	18875 Eagle Drive, #102	to be assigned	2,014

2103	18875 Eagle Drive, #103	to be assigned	1,436
2201	18875 Eagle Drive, #201	to be assigned	2,044
2202	18875 Eagle Drive, #202	to be assigned	2,044
Building 3			
3101	18925 Eagle Drive, #101	to be assigned	1,436
3102	18925 Eagle Drive, #102	to be assigned	1,436
3201	18925 Eagle Drive, #103	to be assigned	2,044
3202	18925 Eagle Drive, #201	to be assigned	2,044
Building 4			
4101	255 Aerie Circle, #101	to be assigned	1,436
4102	255 Aerie Circle, #102	to be assigned	2,014
4103	255 Aerie Circle, #103	to be assigned	1,436
4201	255 Aerie Circle, #201	to be assigned	2,044
4202	255 Aerie Circle, #202	to be assigned	2,044
Building 5			
5101	240 Aerie Circle, #101	to be assigned	2,967
5102	240 Aerie Circle, #102	to be assigned	2,967
Building 6			
6101	230 Aerie Circle, #101	to be assigned	1,436
6102	230 Aerie Circle #102	to be assigned	1,436
6201	230 Aerie Circle, #201	to be assigned	2,044
6202	230 Aerie Circle, #202	to be assigned	2,044
Building 7			
7101	220 Aerie Circle, #101	to be assigned	1,436
7102	220 Aerie Circle, #102	to be assigned	2,014
7103	220 Aerie Circle, #103	to be assigned	1,436

7201	220 Aerie Circle #201	to be assigned	2,044
7202	220 Aerie Circle, #202	to be assigned	2,044
Building 8			
8101	180 Aerie Circle, #101	to be assigned	1,436
8102	180 Aerie Circle, #102	to be assigned	2,014
8103	180 Aerie Circle, #103	to be assigned	2,014
8104	180 Aerie Circle, #104	to be assigned	1,436
8201	180 Aerie Circle, #201	to be assigned	2,044
8202	180 Aerie Circle, #202	to be assigned	2,044
Building 9			
9101	165 Aerie Circle, #101	to be assigned	1,436
9102	165 Aerie Circle, #102	to be assigned	2,014
9103	165 Aerie Circle, #103	to be assigned	2,014
9104	165 Aerie Circle, #104	to be assigned	1,436
9201	165 Aerie Circle, #201	to be assigned	2,044
9202	165 Aerie Circle, #202	to be assigned	2,044

As provided in the Act, every deed, lease, mortgage or other instrument may legally describe a Unit by its Unit Number and every such description shall be deemed good and sufficient for all purposes.

Section 3. DESCRIPTION AND LOCATION OF UNITS: The Condominium shall consist of nine (9) buildings containing a total of 42 Units (four (4) buildings containing five (5) Units; two (2) buildings containing four (4) Units; one (1) building containing two (2) units and two (2) buildings containing six (6) units), all as fully described in Exhibit A, Sheets 1 and 33, both of which are attached hereto and made a part of this Declaration. Each Unit to be constructed shall be under and pursuant to the building permit issued by the Town of Brookfield procured by Declarant. Units shall be constructed pursuant to the plans and specifications submitted by Declarant and approved by the Town of Brookfield and additionally, each Unit shall be required to comply with any and all municipal and private building and use restrictions and covenants. Declarant represents that the Units within each Building shall be comparable in quality to the others within said Building. The nine (9) Buildings are located as indicated on Exhibit A, Sheet 1. Construction shall be completed in phases as Units are sold in each building to prospective Unit Owners pursuant to the Plans and Specifications and Building Permits procured by Declarant.

Each Unit will contain central-forced air gas heat, central air conditioning, and water heater. Electricity, minimum 100 AMP service, shall be provided to each Unit on separate meters and shall be paid for individually by each Unit Owner. Water and sewer service shall be provided to each Unit on separate meters and shall be paid for individually by each Unit Owner. Each Unit Owner's liability for payment of common expense is set forth in this Declaration.

Each Unit shall have an attached minimum two(2) car garage which shall comply with this Declaration and all municipal ordinances of the Town of Brookfield. All Buildings, save for Building 5 which contains only two (2) Units, shall have a fire protection system as required by municipal codes.

For purposes of providing service to the common areas, a common water meter will be installed in each building in addition to a meter for each individual Unit. The water usage charge and related fees, including the fire protection charge assessed by the Town of Brookfield, will be billed for this common water meter to the Association and is the responsibility of the Association. If said bill would become delinquent it will be assessed on the tax roll for Unit 101 in the respective building. The Association is responsible to reimburse the Owner of Unit 101 for any charges and fees assessed against them related to the common water meter.

The Buildings are located as indicated on Exhibit A, Sheet 1. The foundation floor plans of each Building are shown on Exhibit A, Sheets 2 through 32, inclusive. The location and designation of each Unit, the Unit numbers and the street addresses of each Unit and the immediate Common Elements to which each Unit has access and the Limited Common Elements appurtenant to each Unit, are all shown on Exhibit A, Sheets 1 and 33. The approximate area, dimensions and number of rooms of each Unit within each Building are depicted on Exhibit A, Sheets 2 through 32, inclusive, but shall be ultimately determined based upon the plans and specifications submitted by Declarant and as are approved by the Town of Brookfield pursuant to the issuance of a building permit.

Section 4. BOUNDARIES OF UNITS: The boundaries of each Unit shall consist of that part of the cubic area of the building which is enclosed as follows:

- (a) The vertical boundaries of each Unit shall be the vertical plane of the walls bounding a Unit, the face of which coincides with the face of the wall studs, or, in the case of foundation walls, the face of the masonry foundation walls. The lower horizontal boundary of a Unit shall be the plane of the upper surfaces of the base floor of the lowest level of the Unit, and the upper horizontal boundary shall be the plane of the under surface of the joists supporting the ceiling of the highest level of the Unit.
- (b) All windows, window frames, and doors (including garage doors), including all glass and all screens in all windows and doors, shall be considered a part of the Unit. All attic space accessible exclusively from one Unit shall be considered part of that Unit. All installations for



providing power, light, gas, hot and cold water, heating, refrigeration and air conditioning exclusively to one Unit shall be considered a part of that Unit. All plaster, drywall, wallpaper, interior paint, carpet, carpet pad, vinyl flooring, finished wood flooring, crown and base moldings, and similar interior finishing and decorating shall be considered part of the Unit.

- (c) Plumbing and electrical fixtures serving a particular Unit, but not the Building generally, whether located within the Unit or the Common Areas of the Building, shall be maintained and repaired by and at the expense of the Owner of that particular Unit. Any changes in the heating or air-conditioning system servicing a particular Unit shall be made at the expense of the Unit Owner.
- (d) All installations for providing power, light, gas, hot and cold water, heating, refrigeration and air conditioning exclusively to one Unit shall be considered a part of that Unit. 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 EAGLES NEST CONDOMINIUMS OWNER'S ASSOCIATION, INC. (the "Association"), except as otherwise provided in this Declaration or the By-Laws of the Association. The furnace, water heater and air-conditioning system for each Unit 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.
- (e) A Unit Owner may make improvements or alterations within the Unit which do not affect in any manner, the Common Elements or the Limited Common Elements of the Condominium, provided, however, that all such work shall be performed and all contracts for such work shall be in compliance with this Declaration and the rules established by the Association. No alteration or improvement to the Unit which would affect the Common Elements or Limited Common Elements may be made by any Unit Owner without prior written consent of the Association, notwithstanding the provisions of Section 703.13(5)(a) of the Act. The conditions for consent shall include, but not be limited to, proper insurance coverages, indemnification from claims for injury to person or property, waivers or indemnification against construction liens and approval by an architect approved by the Association insofar as the work affects Common Elements and Limited Common Elements.

Section 5. INTERPRETATION OF PLANS: 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.

Section 6. MODIFICATION OF PLANS: Declarant reserves the unilateral right to change, without the approval of the Unit Owners or the Condominium Association or any Mortgagee, the layout, location, dimensions and construction details of any building, Unit and Common and Limited Common Elements shown on the Condominium Plat which are not yet constructed, provided that such changes shall not substantially alter the nature, value and quality of the Building and Units therein constructed, and subject to the following:

- (a) Notwithstanding the above, Declarant reserves the right to change the number, size and dimension of the Buildings in which condominium Units are to be constructed as presently shown on the Condominium Plat, to larger or small residential building sizes, at its sole discretion, providing no building shall be constructed with more than eight (8) Units.
- (b) Declarant reserves the right to increase or decrease the square footage of any Unit and/or building, including but not limited to the right to increase or decrease the square footage of land area occupied by any or all buildings.
- (c) Such changes in the size of a Building, the number of buildings, the number of Units in a building, and/or the size of any Units shall not increase the total number of Units to be built within this condominium development.
- (d) In the event of any changes, Declarant shall record, from time to time, an Addendum to the Plat of this condominium development showing the changes, including, but not limited to, location, size and dimensions of said buildings and units with the appropriate designations thereof and any other recording necessities required by law at the time of the recording of the amendment.

Section 7. CONSTRUCTION IN PHASES: This condominium project will not be built at the same time, but rather in phases. It is the intent of Declarant to construct the residential condominium units in stages. The number and stages and start up and completion dates for said construction of the residential condominium units are within the sole discretion of Declarant.

**ARTICLE III**  
**COMMON ELEMENTS**

Section 1. DESCRIPTION OF COMMON ELEMENTS: The Common Elements shall consist of all areas except Units, and by way of explanation shall include:

- (a) The land described in this Declaration;
- (b) The driveways, parking area, signs, private road, paths and walkways located on the land;
- (c) All other parts of the property necessary or convenient to its existence, maintenance and safety, are normally common use;
- (d) The foundations, columns, girders, beams, overhangs, supports, main walls and roofs of the buildings;
- (e) Areas set aside for storage of maintenance equipment;
- (f) Installations for providing central services such as power, light, gas heating, fire protection sprinkler system and cold water;
- (g) Sanitary pumps, storm sewer, water line, controls, fans, compressors, ducts and, in general, all apparatus and installations intended for common use; or

Section 2. OWNERSHIP OF COMMON ELEMENTS: (a) Each Unit Owner shall be entitled to (i) ingress and egress over, upon and across the common area necessary for access to said Unit Owner's Unit; (ii) own an undivided interest in the Common Elements as a tenant-in-common with all other Unit Owners of the property, and (iii) except as otherwise limited in this Declaration, have the right to use the Common Elements for all purposes incident to the use and occupancy of such Owner's Unit as allowed by law and as permitted by this Declaration, all of which said foregoing rights shall be appurtenant to and run with such Unit.

- (b) Each Unit's fractional (also known as its percentage of ownership) ownership in the Common Elements shall be 1/42nd.
- (c) The percentage of ownership in the Common Elements shall be subject to such easements as have been granted or may hereafter be granted to the Town of Brookfield or to public utilities.

Section 3. USE OF THE COMMON ELEMENTS. Subject to the exclusive rights of each Unit Owner to the use and enjoyment of the Unit owned, each Unit Owner shall have the right to the use and enjoyment of the Common Elements in common with all other Unit Owners. The use of the Common Elements and the rights of the Unit Owners with respect thereto shall be subject to and governed by the provisions of the Act, this Declaration and any Association Rules and Regulations.

Section 4. LIMITATION ON USE OF COMMON ELEMENTS: Notwithstanding anything to the contrary set forth in this Declaration, the use of the Common Elements shall be restricted to those Unit Owners who are also "possessors" or "residents" of the Units. A "possessor" or "resident" of the Unit shall refer to either the

Tenant having possession of the Unit by virtue of a Lease with the Unit Owner or the Unit Owner occupying and possessing the Unit as said Unit Owner's residence.

Section 5. NO SEVERANCE OF UNIT OWNERSHIP. No Unit Owner may sell, convey or transfer any legal or equitable interest in said Owner's Unit without including the percentage of ownership interest in the Common and Limited Common Elements and facilities and in all assets and liabilities of the Association appurtenant to said Unit; and any deed, mortgage or other instrument purporting to affect one or more of such interests, without including them all, shall be deemed to include all such rights, title, interests and obligations of the Unit Owner.

Section 6. EASEMENTS FOR USE OF COMMON AREAS: (a) Each Unit Owners shall have a valid, exclusive easement to the space between the interior and exterior walls of said Unit Owner's Unit for purposes of adding additional utility outlets, wall hangings, erection of non-bearing partition walls, and the like, where space between walls may be necessary for such uses, provided that the Unit Owner shall do nothing to impair the structural integrity of any of the buildings, and provided further that the common element and facilities be restored to their former condition by the Unit Owner at Unit Owner's sole expense upon completion or termination of the use requiring the easement. Easements are hereby granted and declared for the benefit of the Unit Owners and the Association for the installation, maintenance and repair of common utility services located in and/or any part of the common elements or Units.

- (b) There shall be no obstruction of the Common Elements, nor shall anything be kept or stored on any part of the Common Elements without the prior written consent of the Association except as specifically provided herein. No owner or possessor shall cause to be stored at the premises, any substance defined as a "Hazardous Substance" as defined or designated under Sec. 311 or 307(a) of the Federal Clean Water Act, Superfund Sec. 102, the Federal Resources Conservation and Recovery Act, Sec. 112 of the Federal Clean Air Act and Section 7 of the Federal Toxic Substance Control Act, or any amendments or additions thereto. Nothing shall be altered on, constructed or removed from the Common Elements except upon the prior written consent of the Association. No garbage or rubbish containers shall be placed or kept in any Common Elements, other than those areas designated by the Association therefore. No clothes line shall be maintained on the Common Elements, and said Common Elements shall not be used for hanging of clothes, rugs or other articles.

Section 7. MAINTENANCE OF COMMON ELEMENTS. Except for the Units and Unit Owner Improvements thereon which shall be the responsibility of each Unit Owner, the management, repair, alteration and improvement of the Common Elements and the Landscape Areas shall be the responsibility of the Association. Each Unit Owner shall pay, as an assessment, a share of the common expenses for maintenance, repair, replacement, administration and operation of the Common Elements and Landscape Areas in the same proportion as the Unit Owner's Percentage Interests. Payment thereof shall be in such amount and at such time as may be established in this Declaration. If a Unit Owner fails to pay such

assessment when due, the amount thereof shall constitute a lien on the respective Unit as herein provided. In addition to and in furtherance of the foregoing, the Association hereby states and covenants as follows:

(a) Association shall maintain in good repair the landscaping, natural area, drainage ways and drainage facilities and storm water management facilities and other site improvements which have not been dedicated to the Town of Brookfield and which are located within and upon the Condominium Property.

(b) In the event Association shall fail to fulfill Association's obligations set forth herein relative to such maintenance and repair and said failure by the Association threatens the health, safety or welfare of the public at large or the Town of Brookfield's ability to provide emergency services to the Unit Owners or possessors thereof, then, the Town of Brookfield, after providing not less than ten (10) days written notice to Association of Association's default and the opportunity to cure and failure of Association to initiate said repairs within three (3) business days of receipt said notice of default and repair, the Town of Brookfield shall have the right to enter onto the Condominium Property and undertake any and all necessary repairs as deemed appropriate by the Town of Brookfield and shall have the right to then specifically assess the Association for the cost and expense of the repairs so performed by the Town of Brookfield under and pursuant to this provision. Association shall then levy assessments against each Unit based upon, under and pursuant to this Declaration within thirty (30) days of the date the Association receives the notice of the amount of the assessment from the Town of Brookfield. Any assessment levied under and pursuant to this provision shall commence to accrue interest thirty (30) days after being levied against the Unit at an interest rate 1% above the Town of Brookfield's then current borrowing rate. This provision shall not be amended nor repealed without the written consent of the Town of Brookfield.

Section 8. NO PARTITION OF COMMON ELEMENTS: There shall be no partition of Common Elements through judicial proceedings or otherwise until this Declaration is terminated and the property is withdrawn from its terms or from the terms of any statute applicable to condominium ownership; provided, however, that if any Unit shall be owned by two or more co-owners as tenants-in-common or as joint tenants, nothing herein contained shall be deemed to prohibit a voluntary or judicial partition of said Unit ownership between such co-owners.

#### ARTICLE IV LIMITED COMMON ELEMENTS

Section 1. DESCRIPTION OF LIMITED COMMON ELEMENTS AND FACILITIES: A portion of the Common Elements and facilities, designated as "Limited Common Elements and Facilities," are designated on the Condominium Plat and service and/or are appurtenant to one and only one Unit, whether or not specifically designated as such on said Condominium Plat. The exclusive use of said Limited Common Elements shall be reserved the Owner or occupant of the Unit to which they are appurtenant, to the exclusion

of all other Units and Unit Owners in the condominium. These are the areas immediately in front of garages, patios and decks, balconies, driveways and walkways which service one Unit and the Yard Area described below. Each Unit Owner shall be entitled to the exclusive use and possession of these Limited Common Elements, direct access to which is provided for said Unit Owner's respective Unit, and which is located outside of and adjoining said Unit Owner's respective Unit. The Yard Area shall refer to that area of land directly adjacent to, in the front and the rear of and surrounding a Unit Owner's Unit.

Section 2. PATIOS, DECKS AND PORCHES: All patios, decks and porches, including but not limited to, those covered with a roof or awning and/or enclosed with windows and/or screens, are Limited Common Elements appurtenant to the Unit to which same are attached. Declarant has the express right to construct patios, decks and/or porches, including but not limited to those covered with a roof or awning and/or enclosed with windows and/or screens, at the time of initial construction of any Unit. After the sale of a Unit by Declarant, or the completion of construction of a Unit, whichever is later, the Unit Owner may, (i) if approved by the Association, in the Association's sole discretion, (ii) subject to such approvals and permits as may be required by the municipality in which the condominium is located and (iii) subject to compliance with the requirements of Sec. 703.13(5m), Wis. Stats., add one or more patios, decks and/or porches, including but not limited to those covered with a roof or awning and/or enclosed with windows and/or screens. Any such patio, deck and/or porch added by a Unit Owner shall be located in the side and/or rear yard of the Unit. No patio, deck or porch shall be added by any Unit Owner without the approval required pursuant to this Declaration. The Unit Owner shall be solely responsible for all costs of maintaining and repairing all patios, decks and porches appurtenant to such Unit, including any roof or awning covering same, and including any windows or screens enclosing same. A Unit Owner adding a deck, patio and/or porch shall reimburse the Association, upon demand, for all costs and expenses incurred by the Association relating such addition, and/or the approval thereof, including but not limited to the cost of preparing and recording an addendum to the Condominium Plat showing such addition, and, if applicable, Architect's and engineer's fees. Any such costs and expenses not timely paid shall constitute a special assessment against such unit, whether or not the Unit Owner actually proceeds with the construction of the addition. Unless otherwise specifically authorized by the Association, the Association shall have no liability for repair or maintenance for Unit Owner additions to Limited Common Elements or to said Limited Common Elements once improved by the Unit Owner.

Section 3. USE. The manner of use of the Limited Common Elements shall be governed by this Declaration, the By-Laws of the Association, and such rules and regulations as may be established by the Association. No Unit Owner shall alter, remove, repair, paint, decorate, landscape or adorn any limited common element, or permit such, in any manner contrary to this Declaration, the By-Laws and/or the rules and regulations. No major or structural changes or alterations shall be made by any Unit Owner to any of the Limited Common Elements without the prior, written approval of the Association, which approval may be given or denied upon such terms and conditions as the Association deems appropriate. Patios, terraces, decks or balconies shall not be used for any storage of any kind, including, but not limited to, the storage of motorcycles, baby carriages, bicycles or wagons, nor shall patios, terraces, decks or balconies be used for the drying or airing of laundry, carpets, rugs or clothing. Furthermore, no grills shall be used or stored on patios,

terraces, decks or balconies, unless they are of a type using a cover in place while in use and comply with all applicable municipal ordinances. No clotheslines shall be hung in Common or Limited Common Elements.

Section 4. CONVEYANCE OF LIMITED COMMON ELEMENTS: A Unit Owner may not convey said Unit Owner's right to use any Limited Common Element pertinent to said Unit Owner's Unit to any other Unit Owner except for parking stalls. The use of the Limited Common Element so conveyed shall thereupon become appurtenant to the Unit owned by the Grantee. Such conveyance shall be upon a form approved for use by the Association and shall be recorded in the office of the Register of Deeds for Waukesha County. Such instrument shall provide that upon recording the original document it shall be returned to the Secretary of the Association. After such conveyance, the conveying Unit Owner shall have no further right to use the Limited Common Element so conveyed, and Limited Common Element shall thereafter be appurtenant to the Unit owned by the Grantee, as specified in the conveyance form, until further conveyance. A Unit Owner may not lease a parking stall to anyone other than an Owner or occupant of another Unit.

Section 5. IMPROVEMENTS TO LIMITED COMMON ELEMENTS: A Unit Owner shall comply with, among other requirements set forth herein, Sec. 703.13(5m), Wis. Stats. as to any improvement to a Limited Common Element.

## ARTICLE V

### OTHER PROPERTY RIGHTS AND OBLIGATIONS OF OWNERS

Section 1. USE AND RENTAL OF UNITS: (a) The buildings and the Units contained therein, and the common and Limited Common Elements, are intended for and restricted exclusively to residential use as governed by the terms and conditions contained herein, the By-Laws and rules and regulations of the Association.

(b) A Unit shall not be rented for transient or hotel purposes, which shall be defined as: (i) any rental for periods of less than thirty (30) days; or (ii) any rental if the occupants of the Unit are provided customary hotel services, such as room service for food and beverage, maid service, bellboy service or laundry service.

(c) Any lease or rental agreement for Units shall comply with Sec. 703.315, et. seq., Wis. Stats.

Section 2. USE OF UNITS BY DECLARANT. Until such time as Declarant has sold all of its Units in the condominium, Declarant shall have the right to use any or all unsold Units, and any portion of the common elements as may be necessary to expedite the sale of Units, including but not limited to the maintaining of a sales office, the maintaining of one or more model Units, the holding of open houses and the erecting of signs. Declarant shall comply with the By-Laws governing the leasing and rental of Units.

Section 3. USE OF PARKING AREAS: Parking areas (including driveways on which parking is allowed), whether designated as a part of a Unit or as Common Elements or Limited Common Elements, shall be used only for the parking of private passenger automobiles, pickup trucks, motorcycles and bicycles. Such vehicles shall at all times, be in running condition and bear current license plates. Persons using such parking areas shall, at reasonable times, for a reasonable period and upon reasonable notice, remove their vehicles therefrom to permit the parking areas to be maintained, repaired, resurfaced, repainted, striped or to permit cleaning thereof or the removal of snow therefrom or for similar purposes.

Section 4. PROHIBITION OF DAMAGE AND CERTAIN ACTIVITIES: Nothing shall be done or kept in any Unit or in the Common Elements or any part thereof which would increase the rate of insurance on the premises or any part thereof over what the Association, but for such activity, would pay, without the prior written consent of the Association. Nothing shall be done or kept in any Unit or in the Common Elements or any part thereof which would be in violation of any Statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body. No damage to, or waste of, the Common Elements or any part thereof shall be committed by any Owner or any invitee of any Owner, and each Owner shall indemnify and hold the Association and the other Owners harmless against all loss resulting from any such damage or waste caused by said Unit Owner or said Unit Owner's invitee, to the Association or their Owners. No noxious, destructive or offensive activity shall be carried on in any Unit or in the Common Elements as may become an annoyance or nuisance (including the use of HiFis, stereos, musical instruments, televisions or radios at such time or in such volumes of sound as to be objectionable) to any other Owner or to any other person at any time lawfully occupying the Unit.

Section 5. SUBDIVISION OF UNITS: Units shall not be divisible or subject to division or partition.

Section 6. RULES AND REGULATIONS: No Owner shall violate the rules and regulations for the use of the Units and of the Common Elements as may be adopted, from time to time, by the Association.

Section 7. DELEGATION OF USE: Any Owner may delegate, as may be allowed by and in accordance with the By-Laws and this Declaration, said Unit Owner's right of enjoyment of the Common Elements and facilities to the tenants of said Unit Owner's Unit or contract purchasers of said Unit Owner's Unit and only to said individuals.

Section 8. CONSTRUCTION: In the event any construction or remodeling work shall be performed in or about a Unit by a Unit Owner, or said Unit Owner's contractors, agents, servants, and/or employees, said Unit Owner shall be responsible for maintaining and keeping the Common Elements and public areas such as public walks and drives free and clear of debris, dust, and construction materials, and promptly cause the removal of such debris, dust and construction materials as may be placed thereon and shall be responsible for the cost of repairing or replacing any damage to said Common Elements.



Section 9. SEPARATE MORTGAGES OF UNITS: Each Unit Owner shall have the right to mortgage or encumber said Unit Owner's own respective Unit, together with said Unit Owner's respective ownership interest in the Common Elements. No Unit Owner shall have the right or authority to mortgage or otherwise encumber in any manner whatsoever the property or any part thereof, except said Unit Owner's own Unit and said Unit Owner's own respective ownership interest in the Common Elements.

Section 10. SEPARATE REAL ESTATE TAXES: It is intended and understood that real estate taxes are to be separately taxed to each Unit Owner for said Unit Owner's Unit and said Unit Owner's corresponding percentage of Ownership in the Common Elements, as provided in the Wisconsin Condominium Ownership Act. In the event that, for any year, such taxes are not separately taxed to each Unit Owner, but are taxed on the property as a whole, then each Unit Owner shall pay said Unit Owner's proportionate share thereof, the allocation in respect to Common Elements to be in accordance with said Unit Owner's respective percentage of Ownership interest in the Common Elements. In the latter event, to assure the ability of each Unit Owner to pay said Unit Owner's share of the real estate taxes the Association may establish an escrow account and require each Unit Owner to pay into such account a sum equal to one-twelfth (1/12th) of said Unit Owner's share of the estimated real estate taxes each month.

Section 11. MAINTENANCE, REPAIRS AND REPLACEMENTS: (a) Each Unit Owner shall be responsible for keeping the interior of said Unit Owner's Unit, all of its equipment, fixtures and appurtenances, all Unit Owner Improvements and all patios, decks, porches, in good order, condition and repair and in a clean and sanitary condition, and shall be responsible for decorating, painting and varnishing which may at any time be necessary to maintain the good appearance and condition of said Unit Owner's Unit, and all patios, decks and porches, all as may be more fully set forth in the By-Laws and/or rules and regulations of the Association. Without in any way limiting the foregoing, in addition to decorating and keeping the interior of the Unit in good repair, each Unit Owner shall be responsible for the maintenance, repair or replacement of any plumbing fixtures, doors and windows (including washing and replacement of broken glass), screens and screening, lighting fixtures, refrigerators, ranges, heating and air conditioning equipment, dishwashers, disposals, laundry equipment such as washers and dryers, interior electrical wiring and fixtures, or other equipment which may be in, or connected with, the Unit or the Limited Common Elements appurtenant to the Unit.

- (b) Except as otherwise set forth herein, the Association shall be responsible for the management and control of the Common Elements and facilities and Limited Common Elements, and shall cause the same to be kept in good, clean, attractive and sanitary condition, order and repair. Without in any way limiting the foregoing, this shall include all repair and maintenance of the buildings and exterior walls and roofs, parking, upkeep and maintenance of private roadways, water, sanitary and storm sewer mains and laterals, walks or pedestrian paths, signs, trash/recycling, fire protection/sprinkler maintenance and

monitoring, drives and landscaping. All expenses of the Association, except as otherwise set forth in this Declaration and/or By-Laws, shall be charges to the Unit Owners as a common expense.

- (c) Each Unit Owner shall keep the Limited Common Elements appurtenant to said Unit Owner's Unit, as defined herein and as described in the Condominium Plat, in a good, clean, sanitary and attractive condition.
- (d) A Unit Owner shall not, without first obtaining the written consent of the Board of Directors of the Association and further subject to Sec. 703.13 (5m), Wis. Stats., where applicable, make or permit to be made any structural alterations, or major changes or improvements to said Unit Owner's Unit, or in or to the exterior of the building in which said Unit Owner's Unit is located or any Common or Limited Common Elements and facilities or make or install any improvements or equipment which may affect other Unit(s) or the Owner(s) of other Unit(s). A Unit Owner shall not perform, or allow to be performed, any act which will impair the structural soundness or integrity of any building, or the safety of property, or impair any easement or hereditament, without the prior written consent of the Association.
- (e) The Association may enter any Unit at reasonable times and under reasonable conditions when necessary in connection with any maintenance, construction or repair of public utilities or for any other matters for which the Association is responsible. Such entry shall be made with prior notice to the Owners, except in the case of an emergency when injury or property damage will result from delayed entry, and with as little inconvenience to the Owners as practical, and any damage caused thereby shall be repaired by the Association and treated as a common expense except as allocable to an individual Unit or Units at the discretion of the Board of Directors.
- (f) Notwithstanding any other provision of this Declaration, the Association is hereby expressly granted the power to delegate to Unit Owners some or all of the routine maintenance of common elements and/or Limited Common Elements, and the expense of repair and/or replacement occasioned by the failure of the Unit Owner to properly maintain same shall be responsibility of the Unit Owner, and not a common expense of the Association. The delegation of maintenance responsibilities shall be set forth in the By-Laws. The Association, at its option, may establish specific maintenance requirements for said delegated maintenance responsibilities in its rules and regulations.
- (g) The Association may, by resolution adopted by the affirmative vote of the majority of all member (not merely the majority vote of the members present at a meeting at which a quorum is present) authorize the Association to assume responsibility, in whole or in part,

for the maintenance, repair and/or replacement of some or all of those portions of the Units (such as windows, window frames, exterior doors, garage doors, porches, decks, etc.) which affect the exterior appearance of Units in EAGLE'S NEST CONDOMINIUMS, and to charge the expenses for same as a common expense. Any such resolution may be amended, modified and/or rescinded at any time by the affirmative vote of the majority of all members, provided, however, if work has been completed as to some, but not all, of the Units, work on the remaining Units shall be completed and paid for as a common expense pursuant to the original resolution so as to put all Units in a comparable state of repair.

Section 12. NEGLIGENCE OF UNIT OWNER. If, due to the willful or negligent act or omission of a Unit Owner, a guest, a member of the family or a household pet of such Unit Owner, or an occupant of such Unit, any damage shall be caused to the Common Elements or to a Unit or Unit Owner Improvements owned by others, then such Unit Owner shall pay for such damage, including repair and replacement, as may be determined by the Association.

Section 13. COMMON SURPLUSES: All common Surpluses shall be credited to Unit Owners' for assessments for common expense in proportion to their obligation for Basic Assessments. The Condominium Owners Association may from time to time provide for other common uses of such surpluses.

## ARTICLE VI ASSOCIATION OF UNIT OWNERS AND VOTING RIGHTS

Section 1. MEMBERSHIP: Every Owner of a Unit shall be entitled and required to be a member of the Association and shall remain a member of the Association until such time as ownership of such unit ceases, for any reason, at which time membership shall automatically cease. If title to a Unit is held by more than one person, each of such persons shall be members. An Owner of more than one Unit shall be entitled to one membership for each such Unit owned by said Unit Owner. Each such membership shall be appurtenant to the Unit upon which it is based and shall be transferred automatically by conveyance of that Unit. No Person or entity other than an Owner of a Unit or Declarant may be a member of the Association, and membership in the Association may not be transferred except in connection with the transfer of title to a Unit; provided, however, that the rights of voting may be assigned to a Mortgagee as further security for a loan secured by a mortgage on a Unit.

Section 2. VOTING. The Association shall have two (2) classes of voting membership as follows:

- (a) Class A. Class A members shall be all Units, with the initial exception of Declarant. One (1) vote shall be allowed for each Unit regardless of the number of Unit Owners thereof. If title to a Unit is held by more than one person, the membership related to that Unit shall be shared by such Owners in the same proportionate interest and by the same type of tenancy

in which title to the unit is held; however, such Unit Owners shall designate one (1) person to cast the vote appurtenant to such Unit. Voting rights may not be split and fractional votes shall not be cast. Shared membership interest must be voted pursuant to said designation and as further set forth in the By-Laws.

- (b) Class B. Class B members shall be Declarant and shall be entitled to two (2) votes for each Unit (up to 84 votes) owned or to be built by Declarant.

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

- (c) Rights of Declarant. Notwithstanding any other provisions herein contained, but except as provided in Section 703.15(d) of the Act, Declarant, its successors and assigns, shall have the right, at its option, to exercise the powers and responsibilities otherwise assigned by this Declaration, the Act or the By-Laws of the Association, until the three (3) years after the first unit is conveyed to a purchaser other than Declarant or thirty (30) days after the conveyance of seventy-five percent (75%) of the units, whichever time is earlier. All present and future owners, mortgagees, lessees and occupants of units in the condominium shall be deemed, by acceptance or any deed to or mortgage on any unit or by entering into a Land Contract or Lease affecting a unit or by the act of occupancy of a unit, to agree, approve and consent to the right of Declarant to so control the Association of unit owners.

Section 3. UNIT VALUE FOR VOTING: The interest of each Unit shall be 1/42nd and shall serve as a basis in determining the voting interest of each Unit on matters for determination by Unit Owners and as to other matters described in the Wisconsin Unit Ownership Act.

Section 4. AMPLIFICATION: The provisions of this article may be amplified by the By-Laws of the Association; provided, however, that no such amplification shall substantially alter or amend any of the rights or obligations of the Owners set forth herein.

## ARTICLE VII RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 1. THE COMMON ELEMENTS: The Association, subject to the rights and duties of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Elements and all improvements thereon (including equipment related thereto), and shall keep the same in good, clean, attractive and sanitary condition, order and repair.

Section 2. FIRE PROTECTION SPRINKLER SYSTEM. A Unit Owner shall be responsible for sprinkler head maintenance and repair between annual inspections and the Association shall not be liable for any fire

or water damage or any other loss or damage growing out of, incidental to or as a consequence of the Unit Owner's failure to maintain the sprinkler heads within said Unit Owner's Unit. Except for the foregoing, the Association shall have the obligation to maintain and repair the sprinkler system pursuant to and as may be recommended from time to time by a licensed sprinkler company, the cost and expense of which shall be a part of the annual assessments levied, due and payable pursuant to this Declaration.

Section 3. SERVICES: The Association may obtain and pay for the services of any person or entity to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper operation of the Common Elements, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or which it contracts. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Common Elements or the enforcement of this Declaration. The Association may arrange with others to furnish water, trash collection and other common services to each Unit.

Section 4. PERSONAL PROPERTY FOR COMMON USES: The Association may acquire and hold for the use and benefit of all of the Owners tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be deemed to be owned by the Owners in the same proportion as their respective interest in the Common Elements. Such interest shall not be transferable except with the transfer of a Unit.

Section 5. RULES AND REGULATIONS: The Association may make reasonable rules and regulations governing the use of the Units and of the Common Elements, which rules and regulations shall be consistent with the rights and duties established in this Declaration.

Section 6. IMPLIED RIGHTS: The Association may exercise any other right or privilege given to it expressly by this Declaration or by law, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any right or privilege.

Section 7. PERSONAL LIABILITY: NO DIRECTOR or OFFICER of the ASSOCIATION shall be personally liable to any UNIT OWNER or to any other party, including the Association, for any loss or damage suffered or claimed on account of any act, omission, error or negligence of such Officer or Director acting in such capacity, provided such person acted in good faith, without willful or intentional misconduct.

## **ARTICLE VIII**

### **COVENANT FOR ASSESSMENTS**

Section 1. AGREEMENT TO PAY ASSESSMENT: Declarant for each Unit owned by it hereby covenants, and each Owner of any Unit by the acceptance of a deed therefor, whether or not it be so expressed in the

deed, shall be deemed to covenant and agree with each other and with the Association to pay to the Association for the purpose provided in this Declaration, annual assessments, special assessments for capital improvements, and assessments for any other matters as provided in this Declaration. Such assessments shall be fixed, established and collected from time to time in the manner provided in this Article.

Section 2. PURPOSE AND COMPUTATION OF ASSESSMENTS:

- (a) The assessments levied by the Association shall be used exclusively for the improvement and maintenance of the Common Elements, and such emergency repairs as the Association may deem necessary, and for such purposes as are otherwise required or allowed by this Declaration, the By-Laws, and/or resolution(s) of the Association..
- (b) All funds for the payment of common expenses and for the creation of reserves for the payment of future common expenses shall be obtained by equal assessments against the owner of each Unit. Subsequent to the first conveyance of a Unit by 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 in the Association on the same basis as any other Unit Owner.
  - (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 as computed and set forth in Sec. 703.16(2)(b).
- (c) For purposes of Declarant's obligations for assessments, a completed Unit shall be a Unit for which the Town 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.

Section 3. ANNUAL ASSESSMENTS: The Board of Directors of the Association shall from time to time, and at least annually, prepare a budget and fix the annual assessment.

Section 4. SPECIAL ASSESSMENT FOR CAPITAL IMPROVEMENTS: In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment for the

purposes of: (a) defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Elements including fixtures and personal property related thereto; (b) offsetting shortages resulting from non-collection of the annual assessment or underestimation; and (c) unusual or unpredicted costs such as cost of collecting annual assessment or enforcement of the provisions of the Declaration; provided, however, that any such assessment shall have the assent of two-thirds (2/3) of the votes of Owners affected who are voting in person or by proxy at a meeting duly called for this purpose. The cost of the initial Common Element improvements is excluded from the special assessments authorized in this section, such cost to be borne by Declarant.

Section 5. SPECIAL ASSESSMENT AGAINST A PARTICULAR UNIT: Special assessments may be made by the Board against a particular Unit Owner and said Unit Owner's Unit for:

- (a) Costs and expenses (anticipated or incurred) for damage to the Common Elements caused by or at the direction of that Unit Owner or guests or tenants of the Unit Owner or other occupants of the Unit;
- (b) Costs, expenses and actual attorneys' fees incurred in, or in anticipation of, any suit, action or other proceeding to enforce the Act, the Declaration, the By-Laws, or the Rules or Regulations where there is found to be a violation thereof;
- (c) Costs and expenses (anticipated or incurred) for emergency repairs to a Unit;
- (d) Liabilities, costs and expenses incurred by the Association as a result of any temporary or permanent condition or defect in the Unit or the storage area appurtenant to the Unit;
- (e) Interest due on General and Special Assessments;
- (f) Forfeitures and other penalties levied by the Board for violations of the Condominium Documents by a Unit Owner or the tenants or guests of the Unit Owners or occupants of a Unit.
- (g) All other costs and expenses anticipated or incurred by the Association which are subject to special assessments as provided under this Declaration or the By-Laws.

Section 6. STATUTORY RESERVE ACCOUNT. The Declarant elects not to establish a Statutory Reserve Account at the time of creation of this condominium. Pursuant to the provisions of Sec. 703.163(4), Wis. Stats., the issue of a statutory reserve account shall be addressed at the first annual meeting of the Association held after, or at a special meeting of the Association held within one year after, the expiration of the period of Declarant control.

Section 7. NOTICE OF MEETINGS: Written notice of any meeting called for the purpose of taking any action authorized under Section 4 shall be sent to all affected Members and any Mortgagee who shall request such notice in writing not less than ten (10) days in advance of the meeting. The presence, at such meeting, of Members or of proxies entitled to cast fifty percent (50%) of all the votes affected shall constitute a quorum.

Section 8. UNIFORM RATE OF ASSESSMENT: Both annual and special assessments must be fixed at a uniform rate for all Units; provided, however, the Association shall assess an individual Unit for all sums due solely from that Unit as provided in this Article.

Section 9. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS: The annual assessments provided for herein shall be payable in monthly installments and the monthly installments shall commence as to each Unit on the first day of the first month following the conveyance of the such Unit by Declarant, or on the first day of the first month following the actual occupancy of such Unit for residential purposes, whichever occurs first, provided, however, that with respect to any Unit conveyed by Declarant prior to the issuance of an occupancy permit for such Unit, the monthly installments for such Unit shall commence on the first day of the first month following the issuance of an occupancy permit (temporary or final) for such Unit for residential purposes, whichever occurs first. The first annual assessment for each Unit shall be adjusted and prorated according to the number of months then remaining in the calendar year. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors.

Section 10. DECLARANT'S OBLIGATION FOR COMMON EXPENSES DURING PERIOD OF DECLARANT CONTROL. As set forth in Sec. 703.16(2)(b), Wis. Stats, during the period of Declarant control of the Association under Sec. 703.15(2)(c), Wis. Stats, if any Unit owned by the Declarant is exempt from assessments for common expenses until the Unit is sold, the total amount assessed against Units that are not exempt from assessments may not exceed the amount that equals nonexempt Units' budgeted share of common expenses, based upon the anticipated common expenses set forth in the annual budget under Sec. 703.161(2)(a), Wis. Stats. The Declarant is liable for the balance of the actual common expenses.

Section 11. LIEN FOR ASSESSMENTS: All sums assessed to any Unit pursuant to this Article, together with interest thereon as provided herein, shall be secured by a lien on such Unit in favor of the Association. Such lien shall be superior to all other liens and encumbrances on such Unit except only for:

- (a) Liens of general and special taxes; and
- (b) A lien for all sums unpaid on a first mortgage, or on any mortgage to Declarant, duly recorded in the Waukesha County, Wisconsin, real estate records, prior to the making of



such assessment, including all unpaid obligatory advance to be made pursuant to such mortgage and all amounts advanced pursuant to such mortgage and secured by the lien thereof in accordance with the terms of such instrument;

- (c) Mechanics lien filed prior to the making of the assessment; and
- (d) All sums unpaid on any mortgage loan made pursuant to Section 45.80 Wis. Stats.
- (e) A lien under Sec. 292.31(8)(i) or 292.81, Wis. Stats.

To evidence a lien for sums assessed pursuant to this Article, the Association may prepare a written notice of lien setting forth the amount of the assessment, the date due, the amount remaining unpaid, the name of the Owner of the Unit, and a description of the Unit. Such a notice shall be signed by the Association and may be recorded in the Office of the Clerk of the Circuit Court or Register of Deeds of Waukesha County, Wisconsin. No notice of lien shall be recorded until there is a delinquency in payment of the assessment. Such lien may be enforced by judicial foreclosure by the Association in the same manner in which mortgages on real property may be foreclosed in Wisconsin. In any such foreclosures, the Owner shall be required to pay the costs and expenses of filing the notice of lien, of all proceedings and all reasonable attorney's fees. All such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Association any assessments against the Unit which shall become due during the period of foreclosure. The Association shall have the right and power to bid at the foreclosure sale or other legal sale and to acquire, hold, convey, lease, rent, encumber, use and otherwise deal with the Unit as the Owner thereof. A release of notice of lien shall be executed by the Association in such form as to be recordable in the Waukesha County, Wisconsin, real estate records, upon payment of all sums secured by a lien which has been made the subject of a recorded notice of lien.

Any encumbrancer holding a mortgage or other lien on a Unit may pay, but shall not be required to pay, any amounts secured by the lien created by this Section, and upon such payment such encumbrancer shall be subrogated to all rights of the Association with respect to such lien, including priority.

The Association shall, upon written request, report to any encumbrancer of a Unit any unpaid assessments remaining unpaid for longer than thirty (30) days after the same shall have become due and any default in the performance by the individual Unit Borrower of any obligation under the condominium documents which is not cured within thirty (30) days; provided, however, that such encumbrancer first shall have furnished to the Association written notice of such encumbrance.

Section 12. EFFECT OF NONPAYMENT OF ASSESSMENTS: REMEDIES OF THE ASSOCIATION: Any assessments which are not paid when due shall be delinquent. Any assessment or installment thereof not paid within ten (10) days after the due date shall bear interest from the due date at a rate of interest which is two percent (2%) higher than the rate prescribed by the Wis. Stats. to be collected upon execution upon

judgment. (In lieu of charging such interest, the Board may, from time to time, fix a reasonable late fee for each month or fraction thereof that such assessment is not paid). All payments on account shall be first applied to the interest or late charge, if any, and then to the assessment payment first due. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Elements or abandonment of said Unit Owner's Unit. A suit to recover a money judgment for unpaid assessments hereunder may be maintainable without foreclosing or waiving the lien securing the same. If any installment of any assessment becomes delinquent, the privilege of paying such assessment in installments shall be terminated and, if such delinquent installment be of an annual assessment, the entire annual assessment for the remainder of the fiscal year, or if the delinquent installment be of a special assessment, the entire special assessment, shall be considered at once, without further notice, due and payable and shall be considered delinquent.

Section 13. SALE OR CONVEYANCE. The sale or transfer of any Unit shall not affect the assessment lien. The sale or transfer of any Unit pursuant to the foreclosure of a mortgage or other lien having priority as set forth shall extinguish the line of such assessments (to the extent of the priority of such mortgage or other lien) as to payments which became due prior to such sale or transfer. No sale or transfer pursuant to foreclosure shall relive such Unit from liability for any assessments which thereafter become due or from the lien thereof.

Section 14. ADDITIONAL RIGHTS OF LENDERS:

- (a) The holder of any first mortgage or land contract vendor or insurer or guarantor of any first mortgage of a Unit ("claimant"), which has notified the Association in writing delivered or mailed by certified mail to the Registered Agent stated in this Declaration, shall be entitled to receive notice from the Association the following matters:
  - (i) Written notice as to any default or delinquency in the performance by the individual Unit Owner who is the Mortgagee's mortgagor as to any obligation under the condominium documents, which default or delinquency is not cured within 60 days after written notice of said default or delinquency by the Association to the said mortgagor;
  - (ii) Written notice of the call of any meeting of the membership of the Association to be held for the purpose of considering any proposed Amendment to the Declaration, the Articles of Incorporation of the Association, or by the By-Laws of the Association;
  - (iii) Written notice of any damage or destruction to the common elements of the condominium, including the buildings, fixtures and equipment which are a part of

the common elements, which is in an aggregate amount exceeding \$10,000.00, at such time as such damage or destruction is known to the Board of Directors.

- (b) Except as provided by the Act in the case of damage to or destruction of all or any part of the property, the Association shall not, unless the mortgagees of at least 75% of the Units have given their prior written consent:
  - (i) Change the undivided percentage interest in the Common Elements of the Condominium appertaining to each unit or the manner of making assessment for common expenses based upon such percentage;
  - (ii) By act or omission, seek to partition, subdivide, encumber, sell or transfer the Common Elements, except that the transfer of the water system to a public or quasi-public body or 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.

#### ARTICLE IX ARCHITECTURAL CONTROL

Section 1. ARCHITECTURAL CONTROL AUTHORITY: No exterior additions or alterations, including painting or decorating, to the buildings, porch, additional fences, or changes in existing fences, hedges, walls, walkways and other structures or addition of air-conditioning equipment shall be commenced, erected or maintained except such as are installed or approved by Declarant in connection with the initial preparation of the building. Thereafter, no such changes, alterations or additions shall be commenced unless and until the plans and specifications showing the nature, kind, shape, height, materials, location, color and approximate cost of same shall have been submitted to and approved in writing as to harmony of external design and location to the Directors of the Association, or by a representative or representatives designated by the Board of Directors (Architectural Control Committee). In the event the Board of Directors, or its designated representatives, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, and if no suit to enjoin the making of such additions, alterations or changes has been commenced within sixty (60) days of application, such approval shall be deemed to have been given. If no application has been made to the Board of Directors or their representatives, suit to enjoin or remove such additions, alterations or changes may be instituted at any time. Neither the members of the Board of Directors nor its designated representatives shall be entitled to compensation to themselves for services performed pursuant to this paragraph, but compensation may be allowed to independent professional advisors retained by the Board of Directors.

Section 2. ANTENNAE: Exterior antennae shall not be placed on the building without the approval of the Architectural Control Committee or its designated representatives.

Section 3. DECLARANT CONTROL: During the period of Declarant control, Declarant shall act as the Architectural Control Committee unless Declarant delegates such function to the Board of Directors.

Section 4. USE OF BUILDING AND UNITS. To preserve the character of the Building and for the protection of the value of the Units, the use of the Units shall be restricted to single-family residential use only.

#### **ARTICLE X** **PARTY WALLS**

Section 1. GENERAL RULES OF LAW TO APPLY: Each wall which is built as a part of the original construction of the building is placed solely on the interior of each Unit being a part of said Unit. If there are any party walls or walls placed on the dividing line between Units, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

#### **ARTICLE XI** **INSURANCE**

Section 1. OBLIGATION OF ASSOCIATION: The Association, for the benefit of all Unit Owners, shall insure the Property against loss or damage by fire and such other hazards as the Association may deem desirable, for the right of each Unit Owner to also insure said Unit Owner's own Unit for said Unit Owner's own benefit. The premiums for such insurance on the Property shall be deemed common expenses; provided, however, that in charging the same to the Unit Owners, consideration may be given to the higher premium rates on some Units than on others. Such insurance coverage shall be written in the name of, losses under shall be adjusted by, and the proceeds of such insurance shall be payable to, the Association as trustee for the Unit Owners or Unit Owner. The Association may engage the services of any bank or trust company authorized to do trust business in Wisconsin to act as trustee, agent, or depository on behalf of the Association for the purpose of receiving and disbursing the insurance proceeds resulting from any loss, upon such terms and the Association shall determine consistent with the provision of this Declaration. The fees of such corporate trustee shall be common expenses. In the event of any loss in excess of \$50,000.00 in the aggregate, the Association shall engage a corporate trustee as aforesaid, or in the event of any loss resulting in the destruction of the major portion of one or more Units, the Association shall engage a corporate trustee as aforesaid upon the written demand of the mortgagee or Owner of any Unit so destroyed.

Section 2. COMBINED INSURANCE: If insurance coverage is available to combine protection for the Association and the Unit Owner's individual Units, the Board of Directors is hereby given discretionary power to negotiate and obtain such combination of insurance protection. Nothing contained in this paragraph shall be deemed to prohibit any Unit Owner, at his own expense, from obtaining any additional insurance coverage on his improvements or on his Unit.

Section 3. INSURANCE PROCEEDS: The proceeds of such insurance shall be applied by the Association or by the trustee on behalf of the Association for the repair or reconstruction of the Common Elements and Unit or Units; and the rights of the mortgagee of any Unit under any standard mortgage clause endorsement to such policies shall, notwithstanding anything to the contrary therein contained, at all times be subject to the provision herein with respect to the application of insurance proceeds to reconstruction of the Unit or Units. Payment by an insurance company to the Association or to such trustee of the proceeds of any policy, and the receipt of release from the Association of the company's liability under such policy, shall constitute a full discharge of such insurance company, and such company shall be under no obligation to inquire into the terms of any trust under which such proceeds may be held pursuant thereto, or to take notice of any standard mortgage clause endorsement inconsistent with the provisions hereof, or to see to the application of any payments of the proceeds of any policy by the Association or the corporate trustee.

Section 4. DESTRUCTION AND RECONSTRUCTION:

- (a) In the event of a partial or total destruction of one or more Units, they shall be rebuilt and repaired as soon as practicable and substantially to the same design, plan and specifications as originally built, unless within thirty (30) days after such partial or total destruction, all of the Owners of Units and two-thirds (2/3) of the holders of first mortgages subject to this Declaration agree not to repair or rebuild. On reconstruction the design, plan and specification of any building or Unit may vary from that of the original upon approval of the Association; provided, however, that the number of square feet of any Unit may not vary by more than five percent (5%) from the number of square feet for such Unit as originally constructed, and the location of the Unit shall be substantially the same as prior to the damage or destruction.
- (b) 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 75% or more of all Unit Owners taken within 90 days after such damage or destruction shall be necessary to determine not to repair or reconstruct the Condominium. 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.

Section 5. PARTITION: The Association shall have the right to levy assessments against the Units involved in the event that the proceeds of any insurance collected are insufficient to pay the estimated or actual costs of repair or reconstruction; provided, however, that in the event of damage to an extent more than the available insurance, this Condominium shall be subject to an action for partition, upon obtaining the written consent of the Unit Owners having no less than seventy-five percent (75%) of the votes. In the event of

partition, the net proceeds of sale, together with any net proceeds of insurance shall be considered as one fund and shall be divided among all Unit Owners in proportion to their liability for assessments and shall be distributed in accordance with the percentage interests in each Unit.

Section 6. OTHER INSURANCE: The Association shall maintain, as a common expense, the following insurance coverages:

- (a) Public liability insurance covering the Association and the Board and Members of the Association against liability for damages or personal injuries sustained by any person, firm or corporation arising out of or resulting in whole or in part from the condition, use or operation of any Common Elements or from any activity of the Association, with limits of not less than \$500,000/person and \$1,000,000/occurrence for bodily injury or death and not less than \$250,000/occurrence for property damage, including a waiver of subrogation rights against any member, Officer or Director of the Association;
- (b) Workmen's Compensation insurance to the extent necessary to comply with applicable law;
- (c) Indemnity, faithful performance, fidelity and other bonds, as may be required by the Board, to carry out the Association functions and to insure the Association against any loss from malfeasance or dishonesty of any employee or other person charged with management or possession of Association funds or other property;
- (d) Any other insurance coverage or additional protection which the Board may deem necessary or advisable, including without limitation comprehensive liability insurance.

## ARTICLE XII NOTICES

All notice and other documents required to be given by this Declaration or by the By-Laws of the Association, shall be sufficient if given to one registered owner of a Unit regardless of the number of Owners who have an interest therein. Notice and other documents to be served upon Declarant or the Association shall be personally served on the Registered Agent specified for receipt of process or mailed by certified mail, return receipt requested to the Registered Agent as currently identified in this Declaration. All Owners shall provide the Secretary of the Association with the address for the mailing or service of any notice or other documents and the Secretary shall be deemed to have discharged said Unit Owner's duty with respect to giving of such notice by mailing it or having it delivered personally to such address as is on file with said Secretary. If the Unit Owners fail to provide such address, the Secretary shall be deemed to have discharged said Unit Owner's duty with respect to the giving of such notice by mailing it or having it delivered personally to the Unit.

**ARTICLE XIII**  
**EXCULPATION OF ASSOCIATION LIABILITY**

In the event any Unit Owner shall suffer damages to the contents, improvements or betterments of said Unit Owner's Unit, as a result of water damages caused by the bursting of any plumbing or heating pipes, no liability therefor shall attach to the Association and the cost for such repairs shall accrue to such individual Unit Owner, except to the extent covered by insurance.

**ARTICLE XIV**  
**DECLARANT'S RIGHTS**

Until such time as Declarant has sold all of the Units in the condominium Declarant shall have the right to use any unsold Units and the Common Areas as may be necessary to expedite the sale of Units, including, but not limited to, the maintaining of sales office, the holding of open house and the erecting of signs.

**ARTICLE XV**  
**EXPANDING CONDOMINIUM**

This condominium project is not expandable.

**ARTICLE XVI**  
**GRIEVANCE PROCEDURE**

Section 1. COMPLAINT. The Board of Directors 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, this Declaration, the By-Laws and any rules and regulations promulgated hereunder. The Unit Owner complained of may within fifteen (15) days of delivery of 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 denies the allegations of the notice, the Secretary shall schedule a hearing before a Grievance Committee created by the Board of Directors pursuant to this Declaration, to be held not less than 14 nor more than 30 days after delivery or mailing of a notice of hearing to the parties.

Section 2. MAILING. Upon the delivery or mailing of the notice of hearing, the Board of Directors of the Association shall appoint a Grievance Committee. The Grievance Committee shall consist of three Unit Owners who are not members of the Board of Directors, relatives of the Unit Owner complaining or complained of, witnesses at the hearing or persons otherwise interested in the hearing.

Section 3. HEARING. 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 dates relevant to the subject matter of the hearing. The hearing shall be informal and conformity to legal rules of evidence shall not be required. Within seven (7) 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.

Section 4. DETERMINATION. 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 \$50.00 for the first violation and \$250.00 for subsequent violations of the same offense, which if not paid within three days shall bear interest at the rate of 18.0% 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.

## ARTICLE XVII GENERAL PROVISIONS

Section 1. ENFORCEMENT: The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations, now or hereafter imposed by the provisions of this Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Declaration, By-Laws and the rules and regulations as may be adopted by the Association from time to time may be enforced by such means as the Association deems necessary and appropriate, including recourse to civil activities, court action if necessary, and monetary fines in such amounts as may be enacted from time to time as a part of the rules and regulations to be charges and assessed against the Owners of Units who violate or whose guests or unit occupants violate these provisions or the rules and regulations. Such fines shall be charged and assessed against the subject Unit and may be enforced and collated as n assessment for common expenses, including the foreclosure of a lien therefor.

Section 2. SEVERABILITY: If any provision, or any part thereof, of this Declaration or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Declaration, or the application of such provision, or any part thereof, to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision or any part thereof, of this Declaration shall be valid, and be enforced to the fullest extent.

Section 3. FAILURE OF ASSOCIATION TO INSIST ON STRICT PERFORMANCE NOT WAIVER: The failure of the Association to insist, in any one or more instance, upon the strict performance of any of the terms, covenants, condition or restrictions of this Declaration, or to exercise any right or option herein contained, or to serve any notice or to institute any action, shall not be construed as a waiver or a



relinquishment for the future of such term, covenant, condition or restriction, but such term, covenant, condition or restriction shall remain in full force and effect. The receipt by the Association of payment of any assessment from a Unit Owner, with knowledge of the breach of any covenant thereof, shall not be deemed as a waiver of such breach, and no waiver by the Association of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Association.

Section 4. TERMINATION: Pursuant to Sec. 703.28, Wis. Stats., this Declaration may be terminated only by the unanimous consent of all of the Owners of all Units and all of the parties holding mortgages, liens or other encumbrances against any of said Units, in which event the termination of the Declaration shall be by such plan as may be then adopted by said Owners and parties holding any mortgages, liens or other encumbrances. The instruments necessary for such termination shall be recorded in Waukesha County, Wisconsin.

Section 5. ENCROACHMENTS: Some of the Units may be aesthetically and functionally designed with drains, air-conditioning equipment and other structures that encroach or overhang adjoining Units. The Owner of each Unit hereby takes title subject to a perpetual easement for any such overhang or encroachment and each encroaching or overhanging Unit or other structure, drain, or air conditioning equipment may be repaired, rebuilt or replaced in such a fashion as to permit these overhangs and encroachments to be reestablished but not enlarged without consent of the servient Owner and the Association.

Section 6. BINDING EFFECT: 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.

Section 7. RULES AND REGULATIONS: 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. 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.

Section 8. DEDICATION FOR UTILITIES: 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 Town of Brookfield, Wisconsin, the County of Waukesha, Wisconsin or public or semi-public utility 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 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 Town 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.

Section 9. CONSTRUCTION OF TERMS: 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.

Section 10. AMENDMENTS: Except as otherwise provided in this Declaration or as hereinafter limited and provided, this Declaration may be amended in the manner allowed by law at the time of the amendment; provided, however, that as long as Declarant owns any unsold Unit, including but not limited to, any and all Units built or unbuilt, no amendment to this Declaration shall be effective unless consented to in writing by Declarant. No amendment to this Declaration shall be adopted which would operate to affect the validity or priority of any mortgage or which would alter, amend or modify, in any manner whatsoever, the rights, powers and privileges granted and reserved herein in favor of any mortgage, without the consent of all such mortgagees. In no event shall the consent or signature of Unit Owners or mortgagees be required for any amendment pursuant to this Declaration.

Any Amendment to this Declaration shall be recorded with the Register of Deeds for Waukesha County, Wisconsin, and a copy of same shall be sent to the Condominium Owner's Association.

Section 11. REGISTERED AGENT FOR SERVICE OF PROCESS: The initial registered agent for service of process and the address for the registered agent, shall be: JBJDEVELOP, L.P.; W178 N9912 Rivercrest Drive, Suite 101; Germantown, WI 53022. Change of agent for service of process may be accomplished by resolution of the Board of Directors of the Association and upon proper filing of said name with the Department of Financial Institutions of the State of Wisconsin and, if required by law, with the Register of Deeds for Waukesha County, Wisconsin.

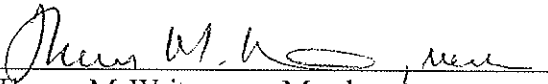
Section 12. NUMBER AND GENDER: Whenever used herein, unless the context shall otherwise provide the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

Section 13. CAPTIONS: The Captions and Article headings herein are intended only as matters of convenience and for reference and in no way define or limit the scope or intent of the various provisions hereof.

Section 14. RIGHT OF FIRST REFUSAL: The Association shall have no right of first refusal or option to purchase any right, title, share or interest in any Unit, common area, element or fixture, or any property which is subject to this Declaration.

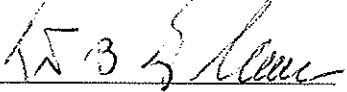
Dated this 16th day of February, 2006.

JBIDEVELOP, L.P.  
BY JBIRE, L.L.C. as General Partner

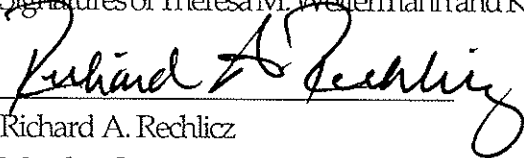
By:   
Theresa M. Weitermann, Member

M&I Marshall & Ilsley Bank, Brookfield, Wisconsin, holder of the Mortgage from M&I Marshall & Ilsley Bank hereby consents to the execution and recording of the foregoing Declaration creating EAGLE'S NEST Condominiums and hereby submits its mortgage to the foregoing Declaration.

M&I MARSHALL & ILSLEY BANK

By:   
Kent B. Eliason, Vice-President

Signatures of Theresa M. Weitermann and Kent B. Eliason authenticated this 16th day of February, 2006.

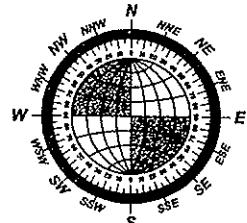
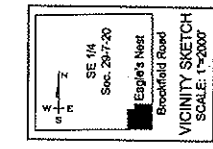
  
Richard A. Rechlicz  
Member State Bar of Wisconsin  
State Bar 1016926

THIS INSTRUMENT WAS DRAFTED BY:

Richard A. Rechlicz, Esq.  
Ladewig, Rechlicz & Iggens, LLP  
N88 W15125 Main Street  
Menomonee Falls, WI 53051  
(262) 251-2245

**EAGLE'S NEST CONDOMINIUMS**  
 Lot 1 of CERTIFIED SURVEY MAP NO. 9888, being a part of the Southeast 1/4 of the Southeast 1/4 of Section 29, Township 7 North, Range 20 East, in the Town of Brookfield, Waushara County, Wisconsin.  
 Tax Key No. BIKFT-1124-974

**NOTES:**  
 All common elements shall consist of all of the condominium level, private roads, improvements and appurtenances, all sidewalks, common lawn and landscape areas, access driveways, and all other parts of the common elements of the condominium project, except the individual units.  
 Unless otherwise indicated, all common elements shall consist of those common elements contiguous to a unit and which are reserved for the use and enjoyment of the owners of the units in the project, including but not limited to, but not limited to, the front porch, the front porch stoops, all electric, telephone communication, gas, water, and sewer lines of pipes leading to each unit, that portion of each driveway leading to each unit, garage, air paths and decks.  
 Floor plans have been prepared using measurements of buildings from architectural plans, and existing physical boundaries of any unit or common element constructed or reconstructed in substantial conformity with the construction plan shall be conclusively presumed to be its boundaries. Repairs of the shifting, settlement or other damage to the common elements shall be the responsibility of the owner of the unit in which the element is physically constructed.

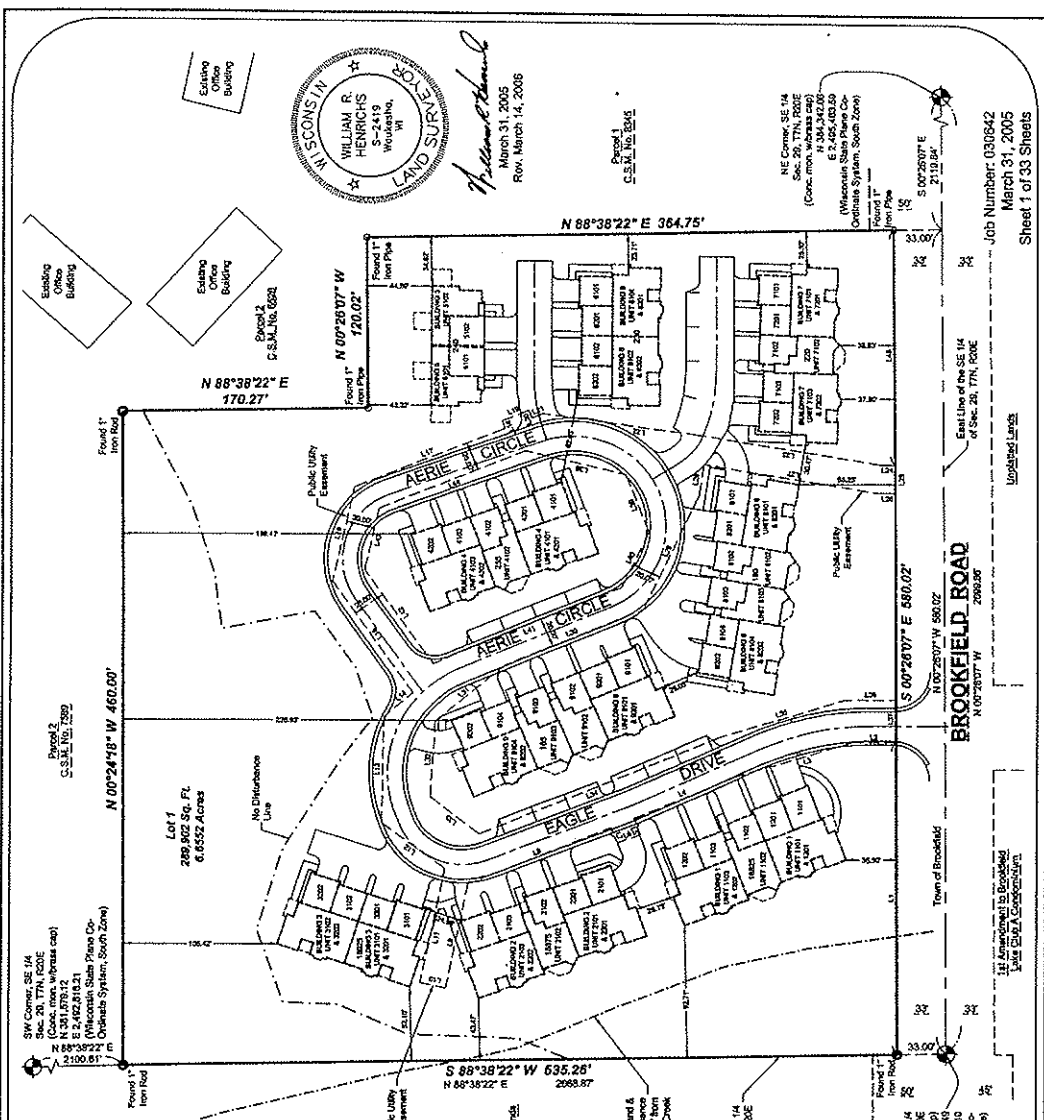


All bearings refer to S16 North of the Wisconsin State Plane Coordinate System, South Zone.



Prepared For:  
 JBI Develop, L.P.  
 W178 N9912 Rivercrest Drive  
 Suite 101  
 Germantown, WI 53022-4645

Map Prepared by: William R. Hennrichs, RLS S-2419  
**LANDCRAFT SURVEY AND ENGINEERING, INC.**  
 REGISTERED LAND SURVEYORS AND CIVIL ENGINEERS  
 2077 South 116th Street, West Allis, WI 53227  
 PH: (414) 664-0674 FAX: (414) 664-0677  
 INFO@LANDCRAFTSE.COM



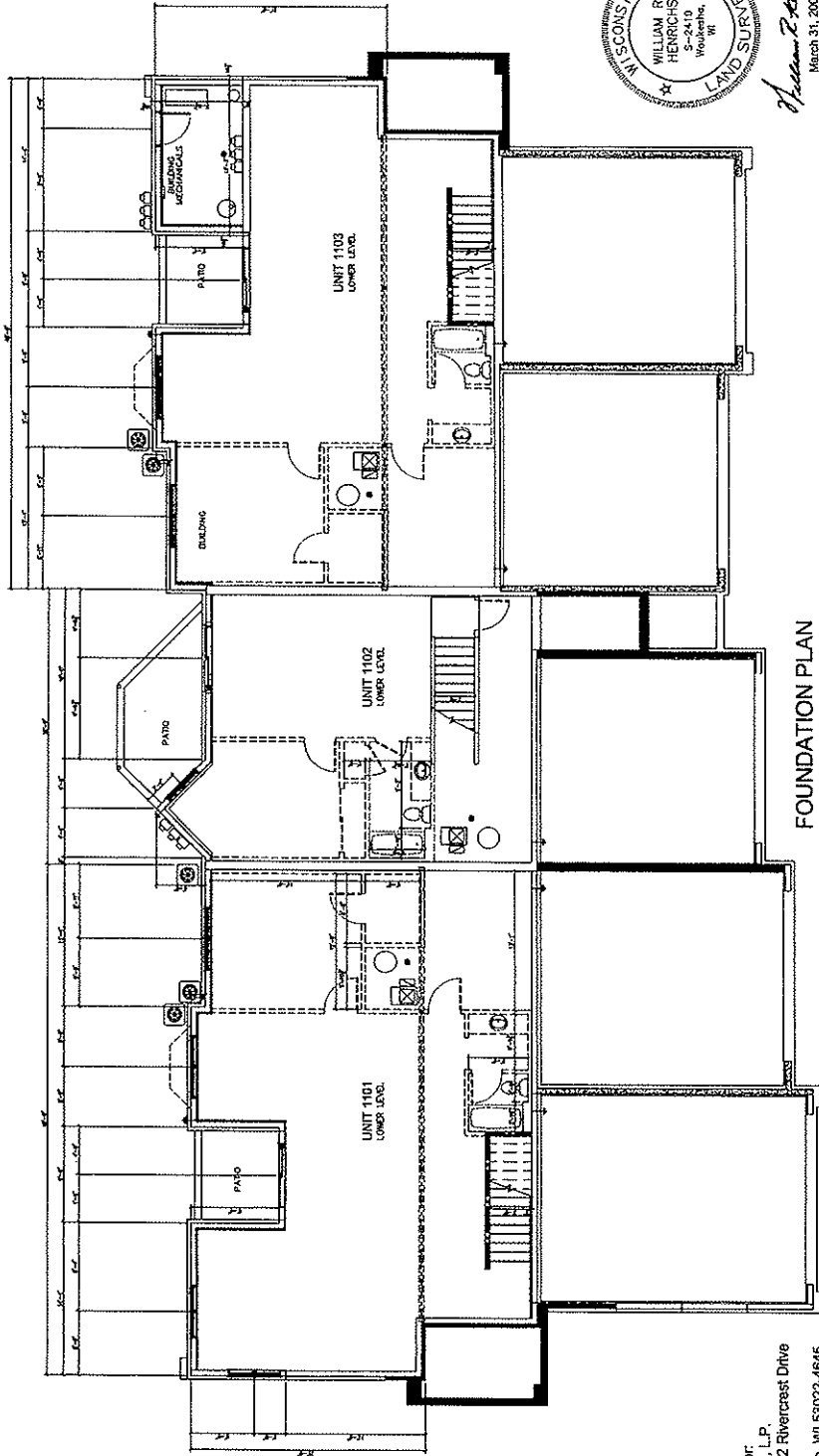
March 31, 2005  
 Rpt. March 14, 2006

Job Number: 030842  
 March 31, 2005  
 Sheet 1 of 33 Sheets

# EAGLE'S NEST CONDOMINIUMS

Condominium Plat of

Lot 1 of CERTIFIED SURVEY MAP NO. 9888, being a part of the Southeast 1/4 of the Southeast 1/4 of Section 28, Township 7 North, Range 20 East, in the Town of Brookfield, Waukesha County, Wisconsin.



FOUNDATION PLAN  
BUILDING 1  
UNITS 1101, 1102 & 1103  
(SCALE: 1/8" = 1'-0")



*William R. Henrichs*  
 March 31, 2005  
 Rev. March 14, 2006

Job Number: 030642  
 March 31, 2005  
 Sheet 2 of 33 Sheets

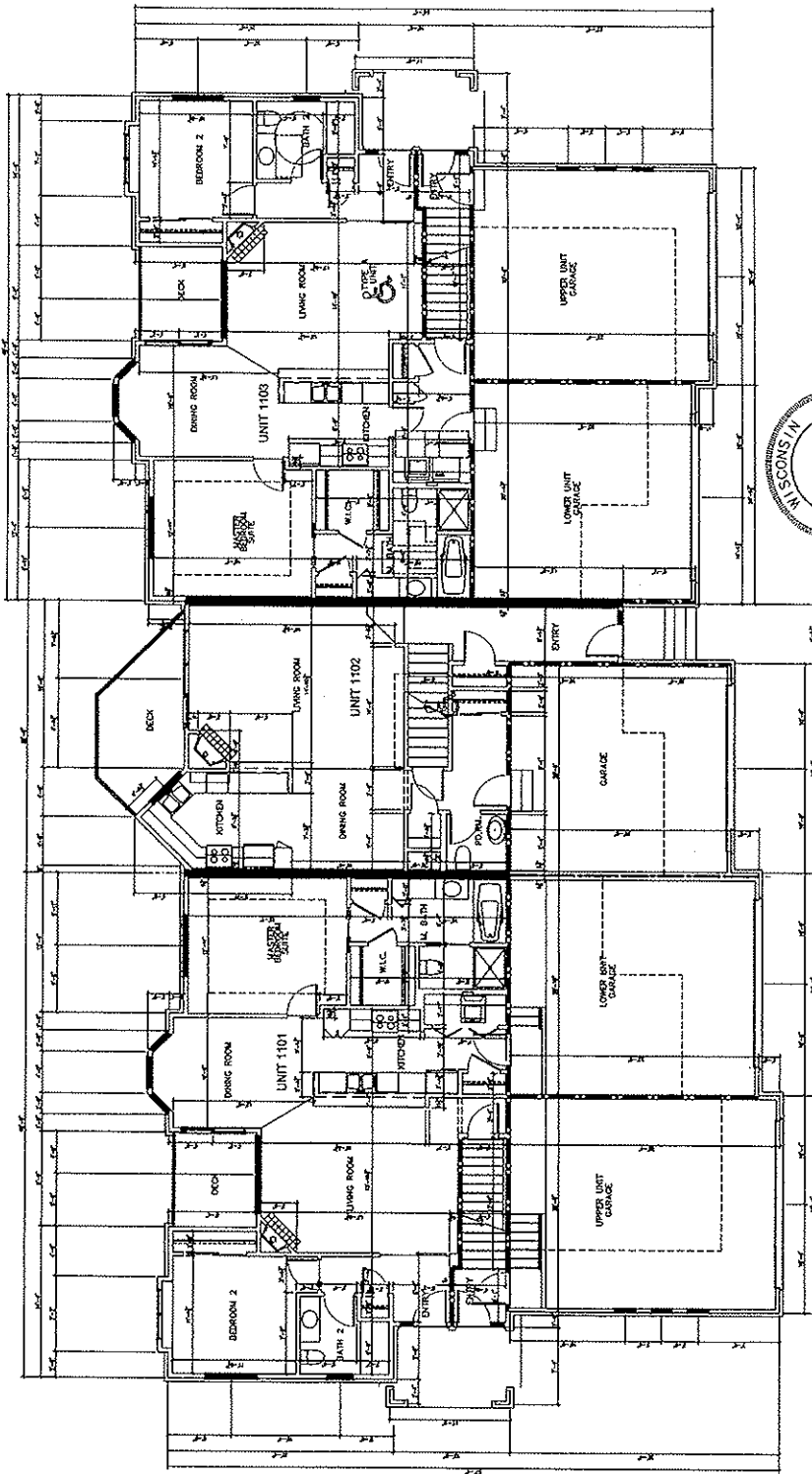
Prepared For:  
 J.B. Develop. L.P.  
 W178 N9912 Rivercrest Drive  
 Suite 101  
 Germantown, WI 53022-4645

Map Prepared by: William R. Henrichs, R.L.S. S-2419  
**LANDCRAFT SURVEY AND ENGINEERING, INC.**  
 REGISTERED LAND SURVEYORS AND CIVIL ENGINEERS  
 3077 South 112th Street, West Allis, WI 53227  
 PH: (414) 994-0074 FAX: (414) 994-0077  
 INFO@LANDCRAFTSE.COM

# EAGLE'S NEST CONDOMINIUMS

Condominium Plat of

Lot 1 of CERTIFIED SURVEY MAP NO. 8888, being a part of the Southeast 1/4 of the Southeast 1/4 of Section 29, Township 7 North, Range 20 East, in the Town of Brookfield, Waukesha County, Wisconsin.



Map Prepared by: William R. Henrichs, RLS-S-2419  
**LANDCRAFT SURVEY AND ENGINEERING, INC.**  
 REGISTERED LAND SURVEYORS AND CIVIL ENGINEERS  
 2077 South 120th Street, West Allis, WI 53227  
 PH: (414) 666-8674 FAX: (414) 784-0877  
 INFO@LANDCRAFTSECO.COM

Prepared For:  
 JBI Develop, L.P.  
 W178 N9912 Rivercrest Drive  
 Suite 101  
 Germantown, WI 53022-4645

**FIRST FLOOR PLAN**  
 BUILDING 1  
 UNITS 1101, 1102, & 1103  
 (SCALE: 1/8" = 1'-0")



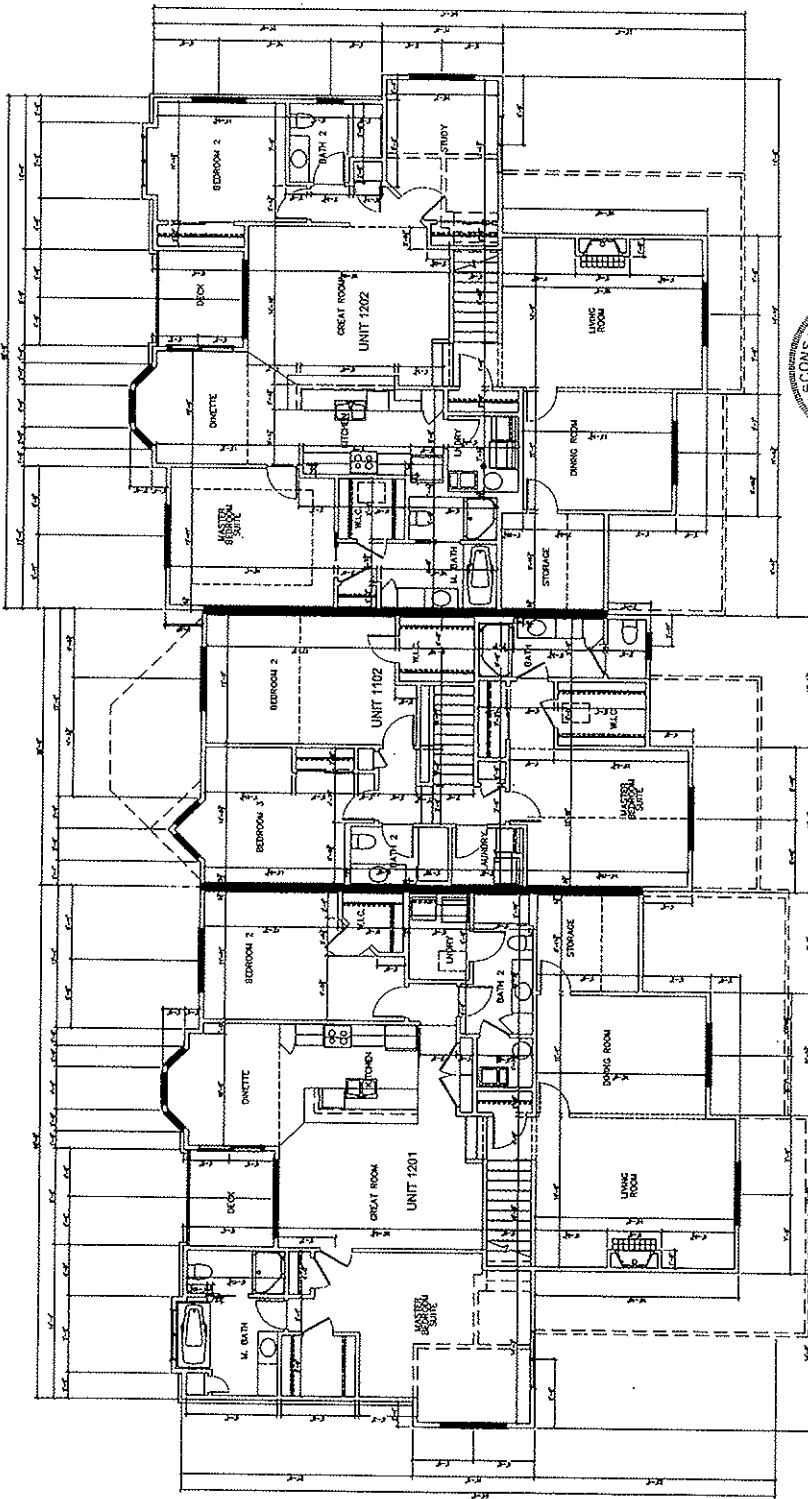
*William R. Henrichs*  
 March 31, 2005  
 Rev. March 14, 2006

Job Number: 030642  
 March 31, 2005  
 Sheet 3 of 33 Sheets

# EAGLE'S NEST CONDOMINIUMS

Condominium Plat of

Lot 1 of CERTIFIED SURVEY MAP NO. 9868, being a part of the Southeast 1/4 of the Southeast 1/4 of Section 29, Township 7 North, Range 20 East, in the Town of Brookfield, Waukesha County, Wisconsin.

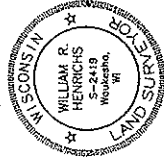


## SECOND FLOOR PLAN

BUILDING 1  
UNITS 1102, 1201 & 1202  
(SCALE: 1/8" = 1'-0")

Prepared For:  
J.B. Develop, L.P.  
W178 N9912 Rivercrest Drive  
Suite 101  
Germanstown, WI 53022-4645

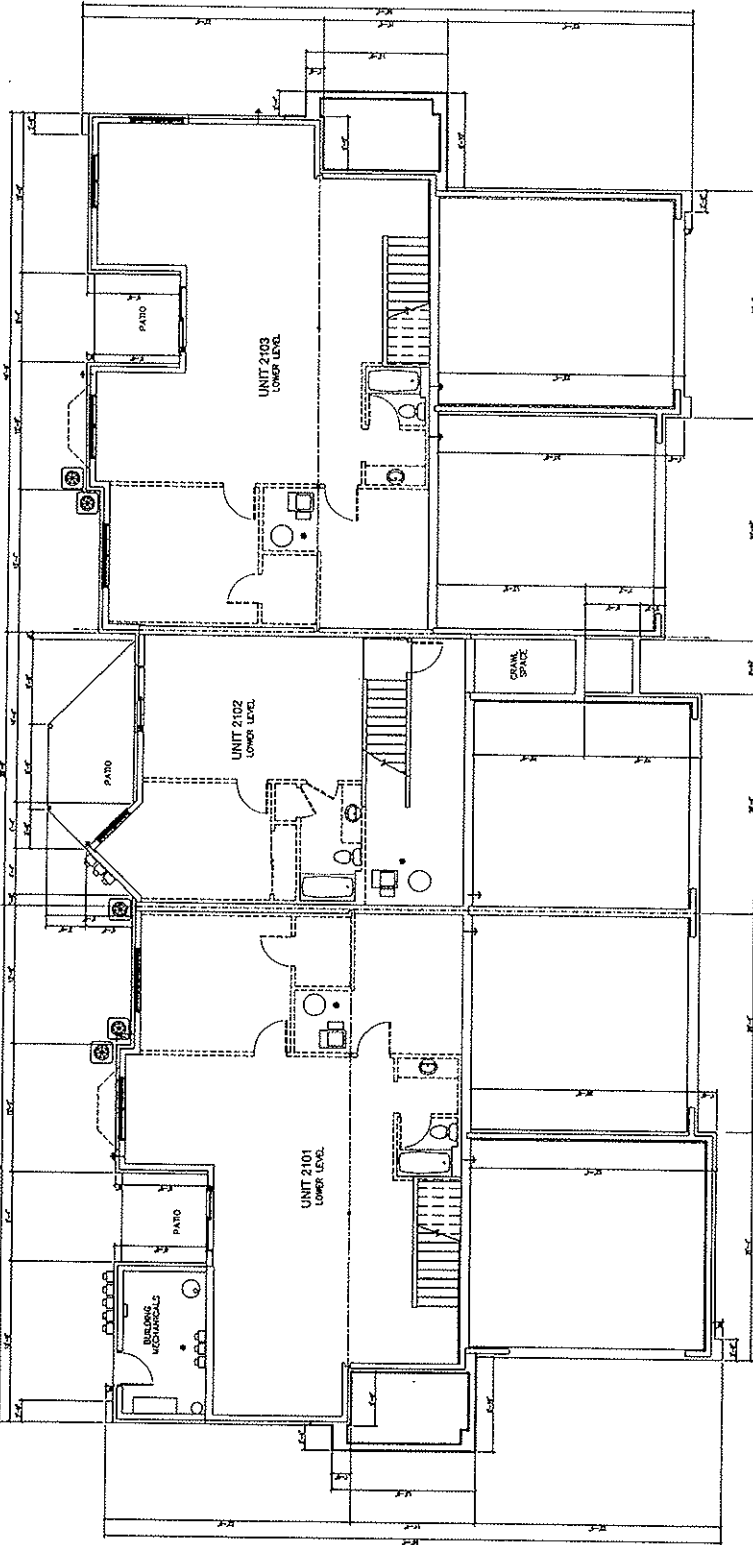
Map Prepared by: William R. Hennrichs, RLS S-2419  
LANDCRAFT SURVEY AND ENGINEERING, INC.  
REGISTERED LAND SURVEYORS AND CIVIL ENGINEERS  
2977 South 118th Street, West Allis, WI 53227  
PH: (414) 904-2074 FAX: (414) 904-8877  
INFO@LANDCRAFTSE.COM



*William R. Hennrichs*  
March 31, 2005  
Rev. March 14, 2006

Job Number: 030642  
March 31, 2005  
Sheet 4 of 33 Sheets

Condominium Plat of  
**EAGLE'S NEST CONDOMINIUMS**  
Lot 1 of CERTIFIED SURVEY MAP NO. 9888, being a part of the Southeast 1/4 of the Southeast 1/4 of Section 29, Township 7 North, Range 20 East, in the Town of Brookfield, Waukesha County, Wisconsin.



**FOUNDATION PLAN**  
BUILDING 2  
UNITS 2101, 2102 & 2103  
(SCALE: 1/8" = 1'-0")

Map Prepared by: William R. Hennrichs, RLS S-2419  
**LANDCRAFT SURVEY AND ENGINEERING, INC.**  
REGISTERED LAND SURVEYORS AND CIVIL ENGINEERS  
2077 South 118th Street, West Allis, WI 53227  
PH: (414) 924-0874 FAX: (414) 604-0877  
INFO@LANDCRAFTSE.COM

Prepared For:  
JBL Develop, L.P.  
W178 N9812 Rivercrest Drive  
Suite 101  
Germaintown, WI 53022-4645



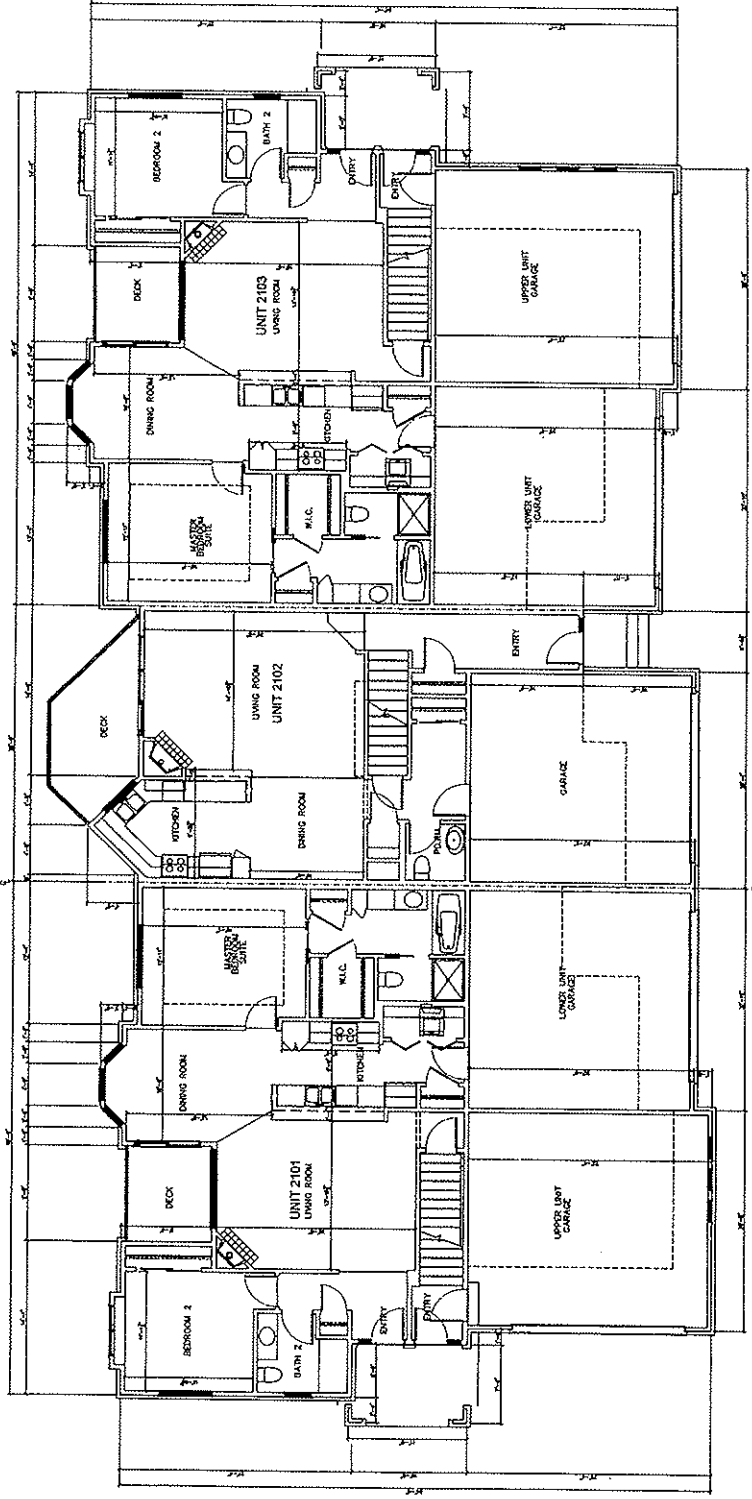
*William R. Hennrichs*  
March 31, 2005  
Rev. March 14, 2008

Job Number: 030842  
March 31, 2005  
Sheet 5 of 33 Sheets



# Condominium Plat of EAGLE'S NEST CONDOMINIUMS

Lot 1 of CERTIFIED SURVEY MAP NO. 9888, being a part of the Southeast 1/4 of the Southeast 1/4 of Section 29, Township 7 North, Range 20 East, in the Town of Brookfield, Waukesha County, Wisconsin.



**FIRST FLOOR PLAN**  
BUILDING 2  
UNITS 2101, 2102 & 2103  
(SCALE: 1/8" = 1'-0")

Map Prepared by: William R. Henrichs, RLS S-2419  
**LANDCRAFT SURVEY AND ENGINEERING, INC.**  
 REGISTERED LAND SURVEYORS AND CIVIL ENGINEERS  
 2077 South 116th Street, West Allis, WI 53227  
 PH. (414) 604-0674 FAX (414) 604-0877  
 INFO@LANDCRAFTSIL.COM

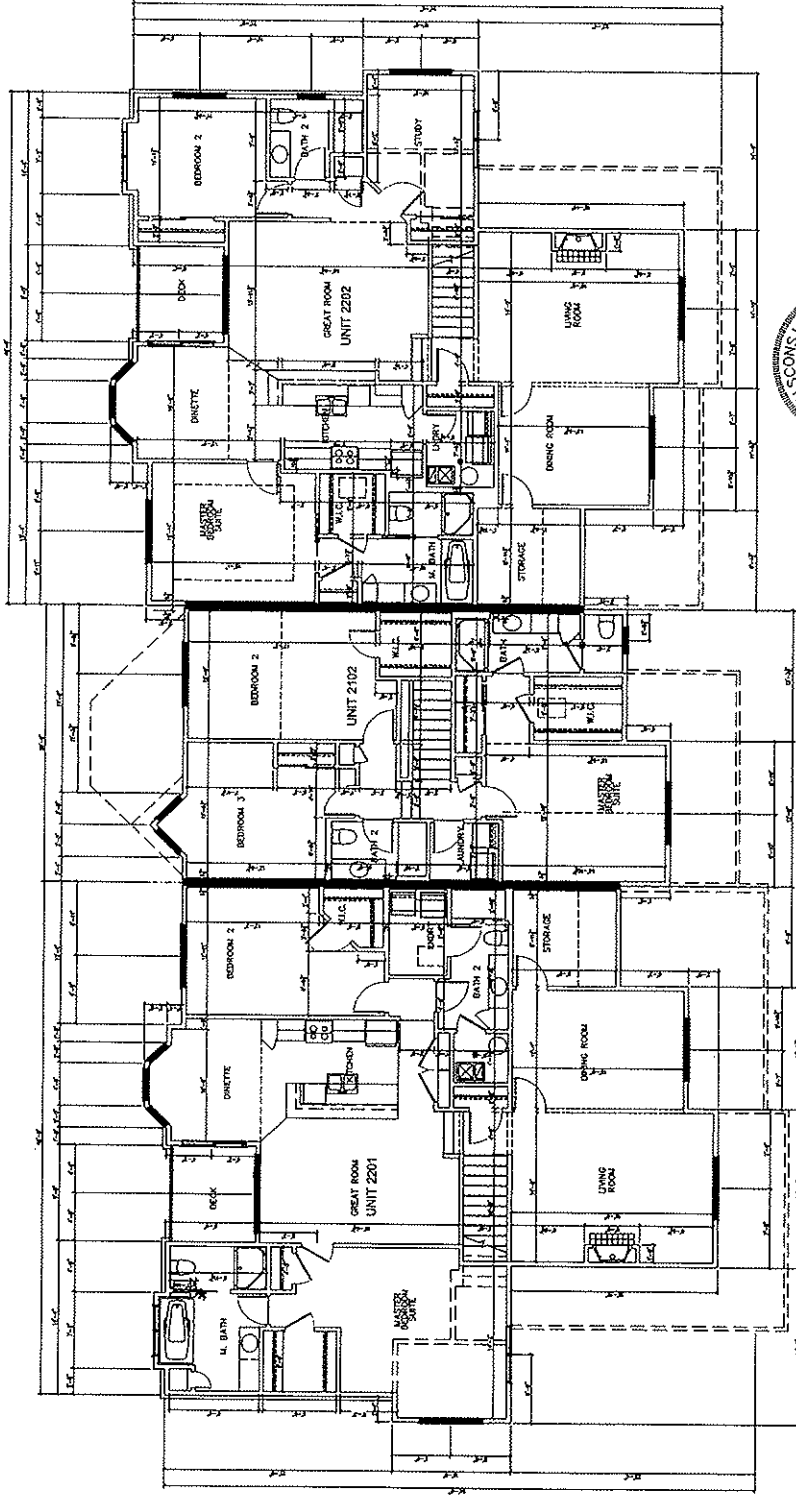
Prepared For:  
 J&J Develop, L.P.  
 W178 N9912 Rivercrest Drive  
 Suite 101  
 Germantown, WI 53022-4645



*William R. Henrichs*  
 March 31, 2005  
 Rev. March 14, 2006

Job Number: 030642  
 March 31, 2005  
 Sheet 8 of 33 Sheets

Condominium Plat of  
**EAGLE'S NEST CONDOMINIUMS**  
Lot 1 of CERTIFIED SURVEY MAP NO. 9889, being a part of the Southeast 1/4 of the Southeast 1/4 of Section 29, Township 7 North, Range 20 East, in the Town of Brookfield, Waukesha County, Wisconsin.



**SECOND FLOOR PLAN**

UNITS 2102, 2201 & 2302  
(SCALE: 1/8" = 1'-0")

Map Prepared by: William R. Henrichs, RLS S-2419  
**LANDCRAFT SURVEY AND ENGINEERING, INC.**  
REGISTERED SURVEYORS AND CIVIL ENGINEERS  
2000 W. WISCONSIN AVENUE, SUITE 207  
PH. (414) 664-0874 FAX (414) 664-0777  
INFO@LANDCRAFTSE.COM

Prepared For:  
JBL Develop, L.P.  
W178 N9912 Rivercrest Drive  
Suite 101  
Germanstown, WI 53022-4645

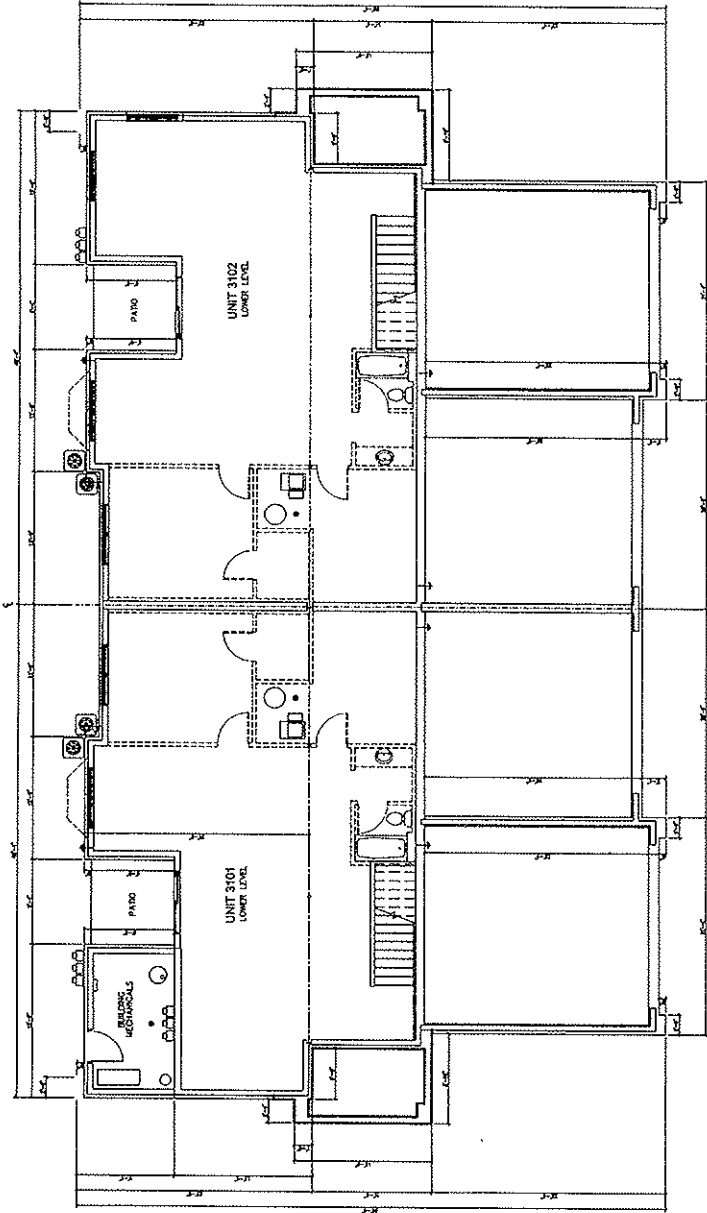


*William R. Henrichs*  
March 31, 2005  
Rev. March 14, 2006

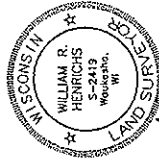
Job Number: 030842  
March 31, 2005  
Sheet 7 of 33 Sheets

001401 APR 16 09

Condominium Plat of  
**EAGLE'S NEST CONDOMINIUMS**  
Lot 1 of CERTIFIED SURVEY MAP NO. 9888, being a part of the Southeast 1/4 of the Southeast 1/4 of Section 29, Township 7 North, Range 20 East, in the Town of Brookfield, Waukesha County, Wisconsin.



**FOUNDATION PLAN**  
BUILDING 3  
UNITS 3101 & 3102  
(SCALE: 1/8" = 1'-0")



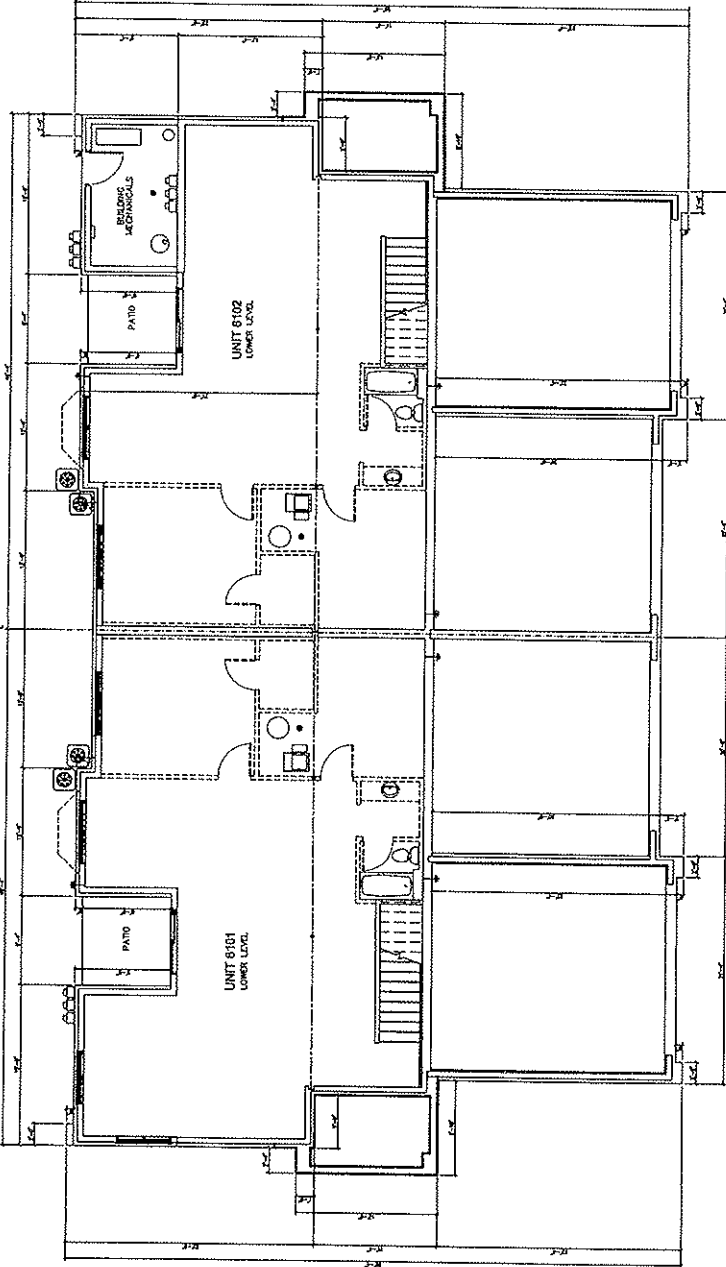
*William R. Henrichs*  
March 31, 2005  
Rev. March 14, 2006

Job Number: 030642  
March 31, 2005  
Sheet 8 of 33 Sheets

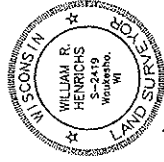
Prepared For:  
J&J Develop, L.P.  
W178 N6912 Rivercrest Drive  
Suite 101  
Germentown, WI 53022-4645

Map Prepared by: William R. Henrichs, RLS S-2419  
**LANDCRAFT SURVEY AND ENGINEERING, INC.**  
REGISTERED LAND SURVEYORS AND CIVIL ENGINEERS  
2077 SOUTH SHOREWAY, FAYETTEVILLE, WI 53027  
PH: (608) 878-4444 FAX: (608) 878-4677  
INFO@LANDCRAFTSE.COM

Condominium Plat of  
**EAGLE'S NEST CONDOMINIUMS**  
Lot 1 of CERTIFIED SURVEY MAP NO. 9686, being a part of the Southeast 1/4 of the Southeast 1/4 of Section 26, Township 7 North, Range 20 East, in the Town of Brookfield, Waukesha County, Wisconsin.



**FOUNDATION PLAN**  
BUILDING 6  
UNITS 6101 & 6102  
(SCALE: 1/8" = 1'-0")



*William R. Henrichs*  
March 31, 2006  
Rev. March 14, 2006

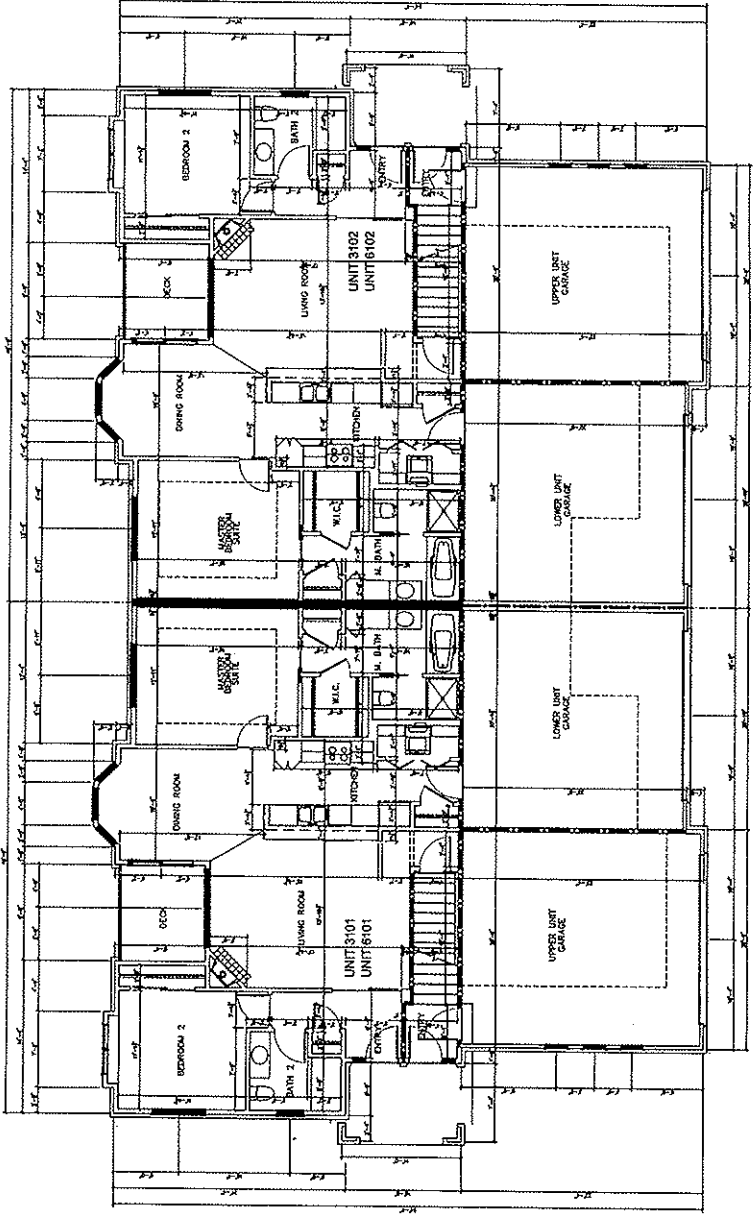
Job Number: 030642  
March 31, 2005  
Sheet 9 of 33 Sheets

Prepared For:  
JBL Develop, L.P.  
W178 N9912 Rivercrest Drive  
Suite 101  
Germanatown, WI 53022-4645

Map Prepared by: William R. Henrichs, RLS S-2419  
**LANDCRAFT SURVEY AND ENGINEERING, INC.**  
REGISTERED LAND SURVEYORS AND CIVIL ENGINEERS  
2077 South 1885 Street, West Allis, WI 53227  
PH: (414) 604-0974 FAX: (414) 604-0677  
INFO@LANDCRAFTSE.COM

0011403 APR 16 08

Condominium Plat of  
**EAGLE'S NEST CONDOMINIUMS**  
Lot 1 of CERTIFIED SURVEY MAP NO. 9888, being a part of the Southeast 1/4 of the Southeast 1/4 of Section 29, Township 7 North, Range 20 East, in the Town of Brookfield, Waukesha County, Wisconsin.



*William R. Hennrichs*  
March 31, 2005  
Rev. March 14, 2006

Job Number: 030642  
March 31, 2005  
Sheet 10 of 33 Sheets

**FIRST FLOOR PLAN**

BUILDINGS 3 & 6  
UNITS 3101 & 3102  
UNITS 6101 & 6102  
(SCALE: 1/8" = 1'-0")

Prepared For:  
J.B. Develop, L.P.  
W178 N9812 Rivercrest Drive  
Suite 101  
Germanstown, WI 53022-4645

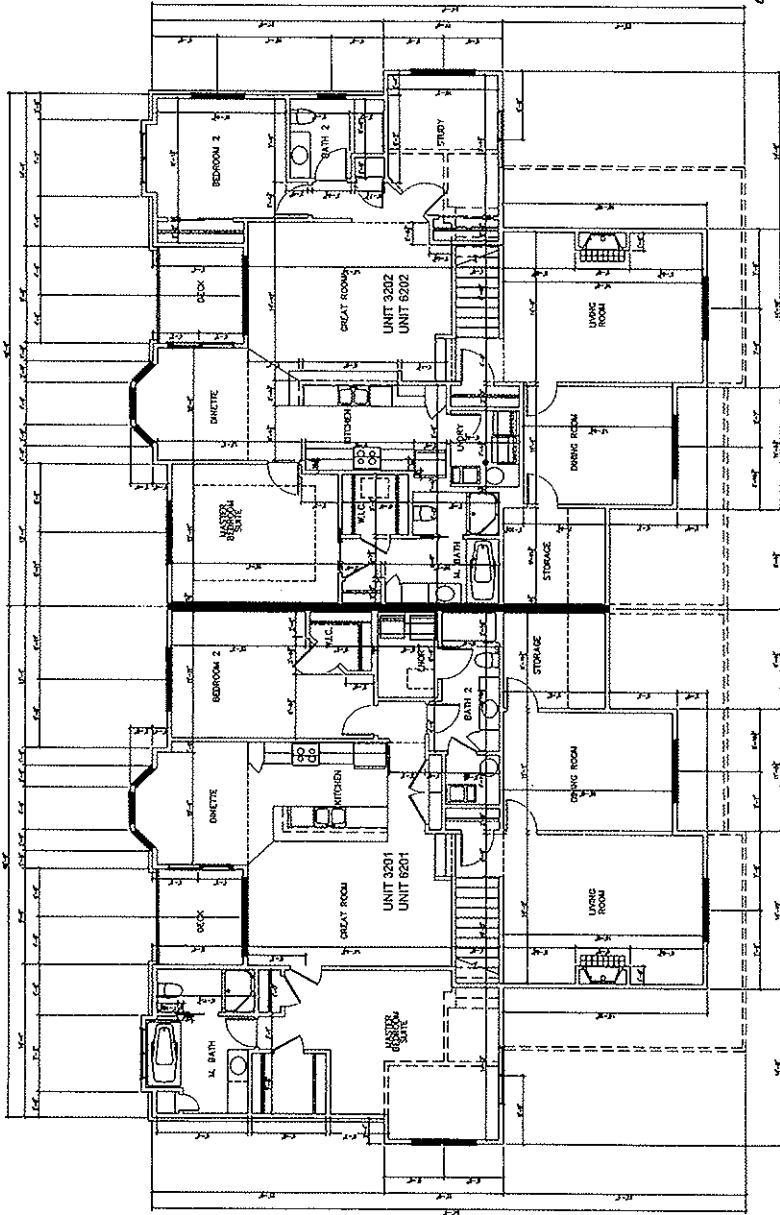
Map Prepared by: William R. Hennrichs, RLS S-2419  
**LANDCRAFT SURVEY AND ENGINEERING, INC.**  
REGISTERED LAND SURVEYORS AND CIVIL ENGINEERS  
2077 South 1880 Street, Waukesha, WI 53227  
PH: (414) 904-0874 FAX: (414) 904-0877  
INFO@LANDCRAFTSE.COM

0011404 APR-6 06

# EAGLE'S NEST CONDOMINIUMS

Condominium Plat of

Lot 1 of CERTIFIED SURVEY MAP NO. 9886, being a part of the Southeast 1/4 of the Southeast 1/4 of Section 29, Township 7 North, Range 20 East, in the Town of Brookfield, Waukesha County, Wisconsin.

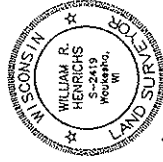


## SECOND FLOOR PLAN

BUILDINGS 3 & 6  
UNITS 3201 & 3202  
UNITS 6201 & 6202  
(SCALE: 1/8" = 1'-0")

Prepared For:  
J&S Develop, L.P.  
W178 N6912 Rivercrest Drive  
Suite 101  
Germentown, WI 53022-4645

Map Prepared by: William R. Hennrichs, RLS S-2419  
**LANDCRAFT SURVEY AND ENGINEERING, INC.**  
REGISTERED LAND SURVEYORS AND CIVIL ENGINEERS  
2077 South 1160 Street, West Allis, WI 53227  
PH: 414.251.4077  
INFO@LANDCRAFTSE.COM

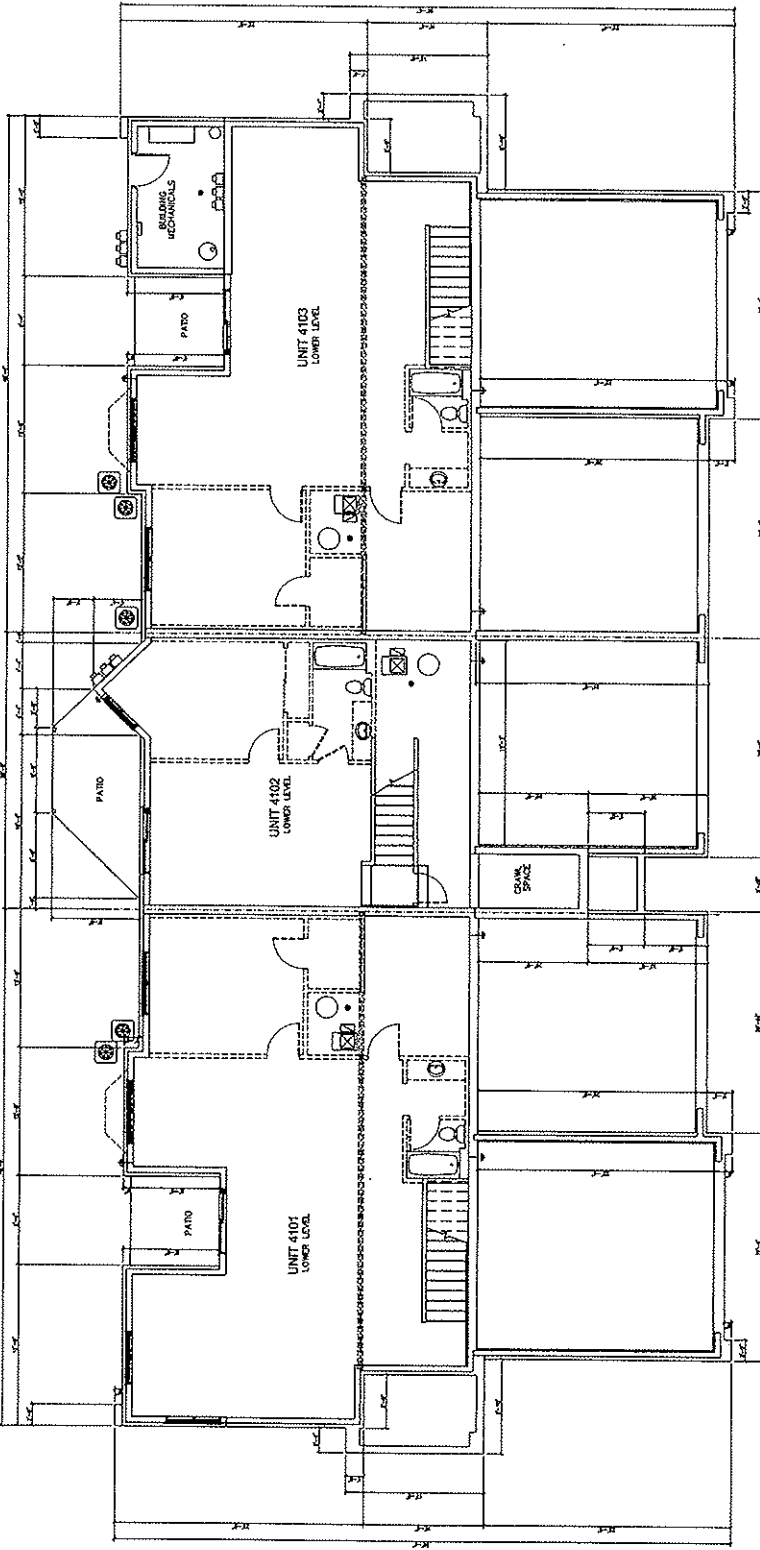


*William R. Hennrichs*  
March 31, 2005  
Rev. March 14, 2006

Job Number: 0310542  
March 31, 2005  
Sheet 11 of 33 Sheets

001405 APR-68

Condominium Plat of  
**EAGLE'S NEST CONDOMINIUMS**  
Lot 1 of CERTIFIED SURVEY MAP NO. 9888, being a part of the Southeast 1/4 of the Southeast 1/4 of Section 29, Township 7 North, Range 20 East, in the Town of Brookfield, Waukesha County, Wisconsin.



**FOUNDATION PLAN**  
BUILDING 4  
UNITS 4101, 4102 & 4103  
(SCALE: 1/8" = 1'-0")

Map Prepared by: William R. Hennrichs, RLS S-2419  
**LANDCRAFT SURVEY AND ENGINEERING, INC.**  
REGISTERED LAND SURVEYORS AND CIVIL ENGINEERS  
207 S. SHAW AVE. WILKESVILLE, WI 53091  
PH: (414) 885-8800 FAX: (414) 885-8807  
INFO@LANDCRAFTSECON

Prepared For:  
JB.Develop, L.P.  
W178 N8912 Rivercrest Drive  
Suite 101  
Germanstown, WI 53022-4645



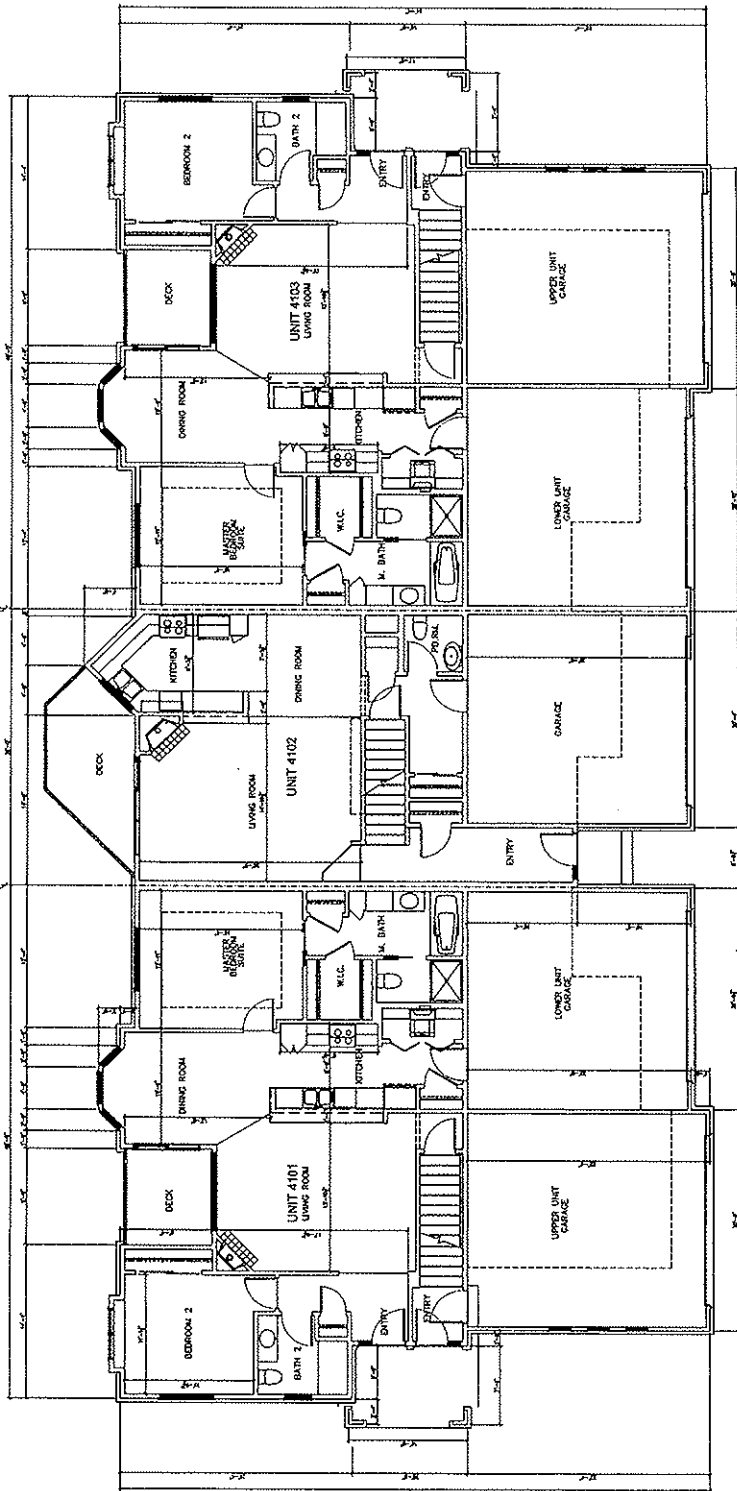
*William R. Hennrichs*  
March 31, 2005  
Rev. March 14, 2008

Job Number: 030642  
March 31, 2005  
Sheet 12 of 33 Sheets

# EAGLE'S NEST CONDOMINIUMS

Condominium Plat of

Lot 1 of CERTIFIED SURVEY MAP NO. 9888, being a part of the Southeast 1/4 of the Southeast 1/4 of Section 29, Township 7 North, Range 20 East, in the Town of Brookfield, Waukesha County, Wisconsin.



**FIRST FLOOR PLAN**  
 BUILDING 4  
 UNITS 4101, 4102 & 4103  
 (SCALE: 1/8" = 1'-0")

Map Prepared by: William R. Hennrichs, A.L.S. S-2419  
**LANDCRAFT SURVEY AND ENGINEERING, INC.**  
 REGISTERED LAND SURVEYORS AND CIVIL ENGINEERS  
 2077 South 11th Street, West Allis, WI 53227  
 PH: (414) 904-0774 FAX: (414) 904-0777  
 INFO@LANDCRAFTSECO.COM

Prepared For:  
 J&J Develop, L.P.  
 W178 N9512 Rivercrest Drive  
 Suite 101  
 Germantown, WI 53022-4645



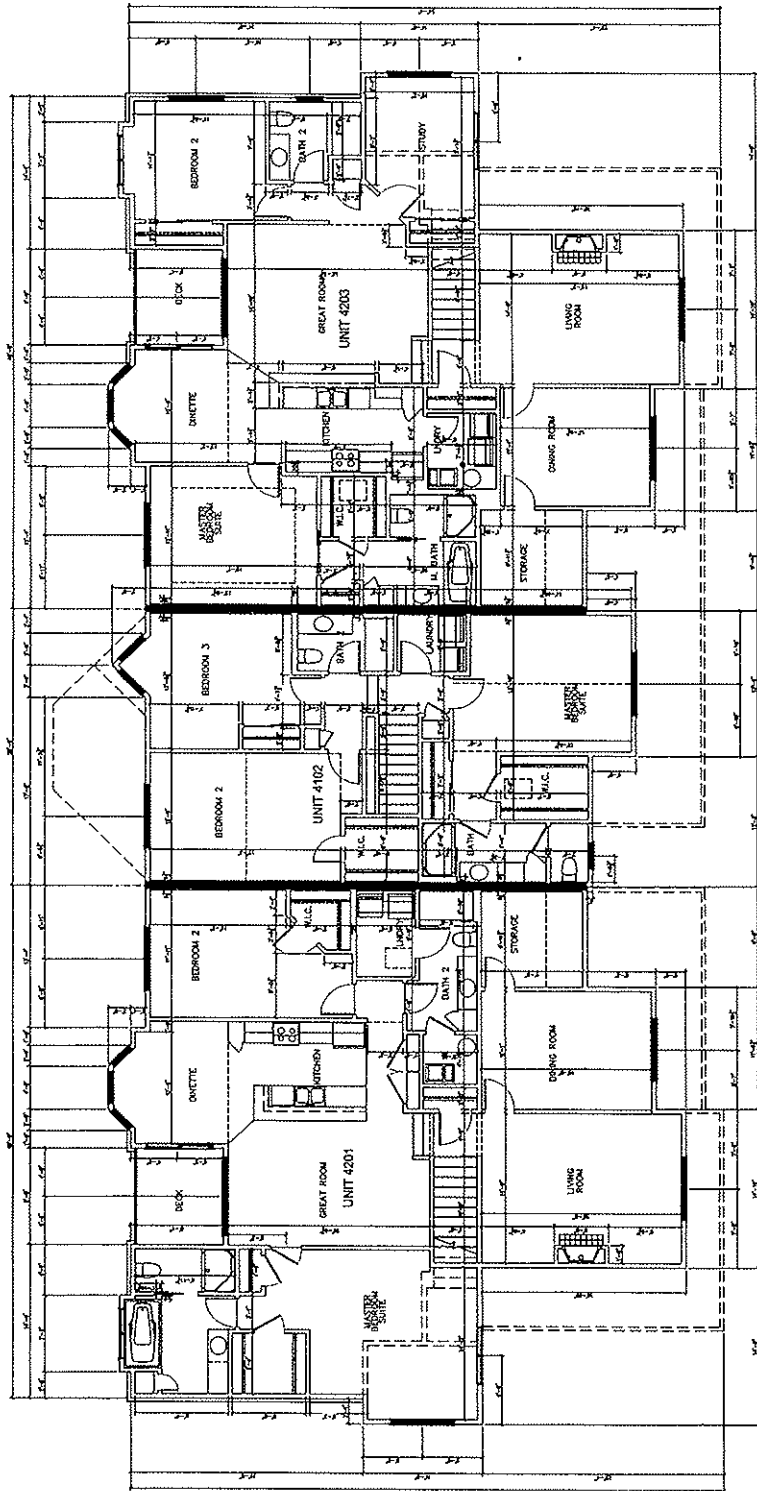
*William R. Hennrichs*  
 March 31, 2005  
 Rev. March 14, 2006

Job Number: 030642  
 March 31, 2005  
 Sheet 13 of 33 Sheets



001407 APR - 05

Condominium Plat of  
**EAGLE'S NEST CONDOMINIUMS**  
Lot 1 of CERTIFIED SURVEY MAP NO. 8989, being a part of the Southeast 1/4 of the Southeast 1/4 of Section 29, Township 7 North, Range 20 East, in the Town of Brookfield, Waukesha County, Wisconsin.



**SECOND FLOOR PLAN**  
BUILDING 4  
UNITS 4102, 4201 & 4203  
(SCALE: 1/8" = 1'-0")

Map Prepared by: William R. Henrichs, R.L.S. S-2419  
**LANDCRAFT SURVEY AND ENGINEERING, INC.**  
REGISTERED LAND SURVEYORS AND CIVIL ENGINEERS  
2077 South T16th Street, West Allis, WI 53227  
PH: (414) 904-0874 FAX: (414) 904-0877  
INFO@LANDCRAFTS.ECOM

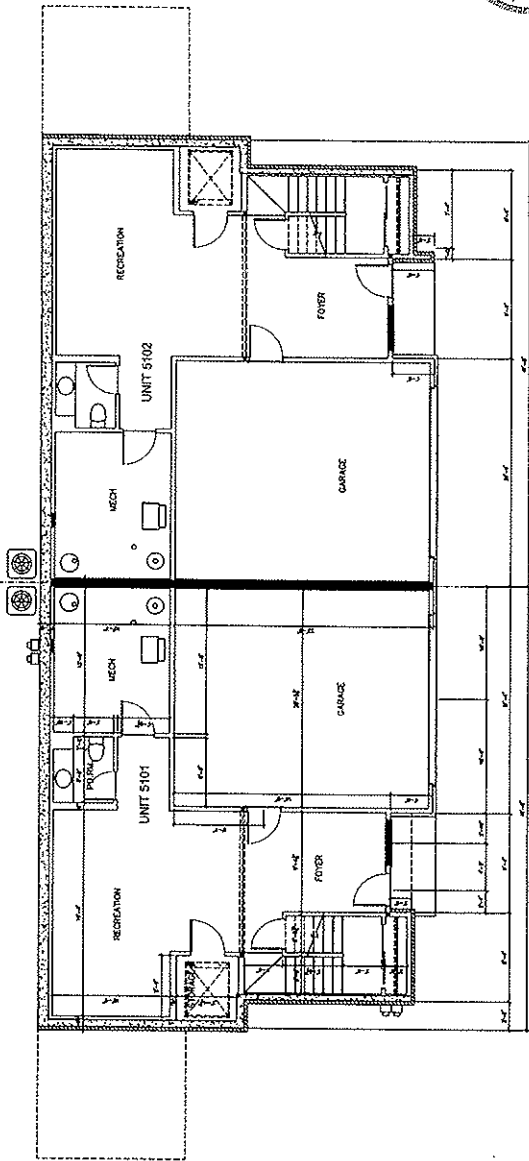
Prepared For:  
JBU Develop, L.P.  
W178 N9912 Rivercrest Drive  
Suite 101  
Germaintown, WI 53022-4645



*William R. Henrichs*  
March 31, 2005  
Rev. March 14, 2006

Job Number: 030642  
March 31, 2005  
Sheet 14 of 33 Sheets

Condominium Plat of  
**EAGLE'S NEST CONDOMINIUMS**  
Lot 1 of CERTIFIED SURVEY MAP NO. 9888, being a part of the Southeast 1/4 of the Southeast 1/4 of Section 29, Township 7 North, Range 20 East, in the Town of Brookfield, Waushara County, Wisconsin.



**FOUNDATION PLAN**  
BUILDING 5  
UNITS 5101 & 5102  
(SCALE: 1/8" = 1'-0")



*William R. Hennrichs*  
March 31, 2005  
Rev. March 14, 2008

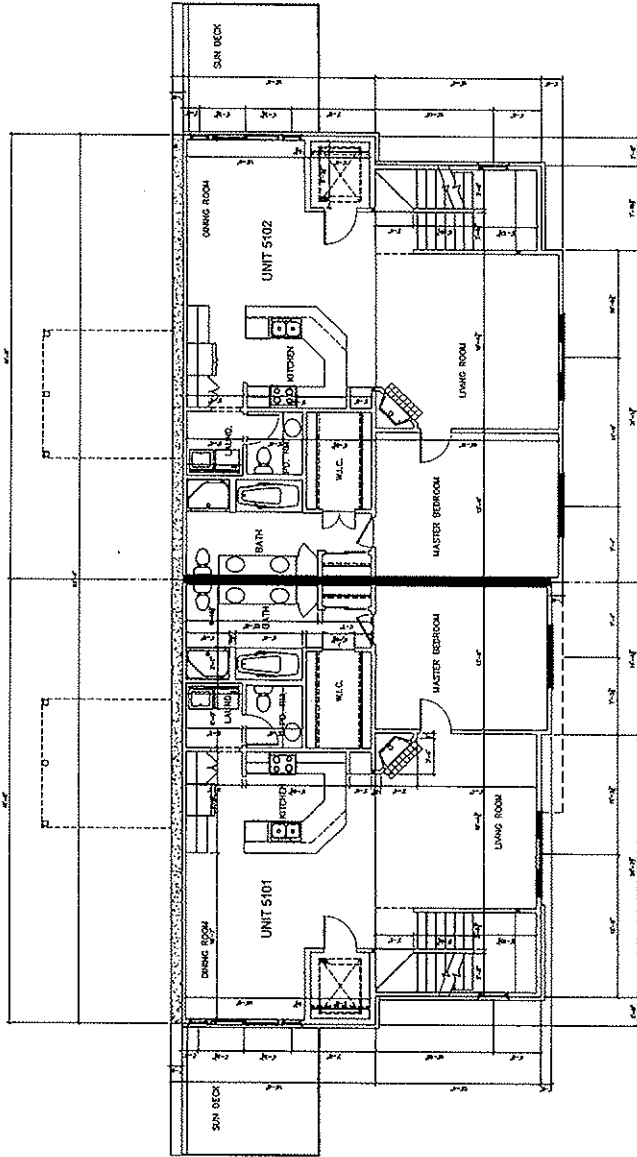
Job Number: 030642  
March 31, 2005  
Sheet 15 of 33 Sheets

Prepared For:  
J&J Develop, L.P.  
W178 N9812 Rivercrest Drive  
Suite 101  
Germantown, WI 53022-4645

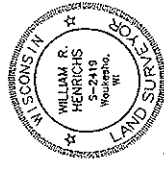
Map Prepared by: William R. Hennrichs, RLS S-2419  
**LANDCRAFT SURVEY AND ENGINEERING, INC.**  
REGISTERED LAND SURVEYORS AND CIVIL ENGINEERS  
2077 South T15th Street, Wausau, WI 54981  
PH: (715) 834-0274 FAX: (715) 834-0677  
INFO@LANDCRAFT-SECO.COM

0011409 APR-6 05

Condominium Plat of  
**EAGLE'S NEST CONDOMINIUMS**  
Lot 1 of CERTIFIED SURVEY MAP NO. 8888, being a part of the Southeast 1/4 of the Southeast 1/4 of Section 29, Township 7 North, Range 20 East, in the Town of Brookfield, Waukesha County, Wisconsin.



**FIRST FLOOR PLAN**  
BUILDING 5  
UNITS 5101 & 5102  
(SCALE: 1/8" = 1'-0")



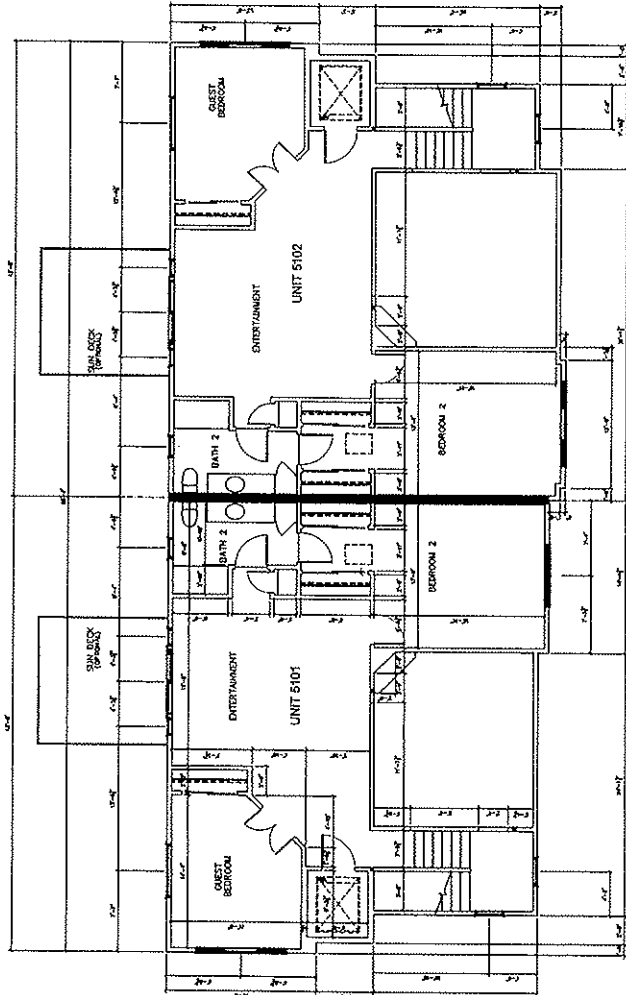
*William R. Hennrichs*  
March 31, 2005  
Rev. March 14, 2006

Job Number: 030642  
March 31, 2005  
Sheet 16 of 33 Sheets

Prepared For:  
J.B. Devellop, L.P.  
W178 N8972 Rivercrest Drive  
Suite 101  
Germentown, WI 53022-4645

Map Prepared by: William R. Hennrichs, R.L.S. S-2419  
**LANDCRAFT SURVEY AND ENGINEERING, INC.**  
REGISTERED LAND SURVEYORS AND CIVIL ENGINEERS  
2077 South 116th Street, West Allis, WI 53227  
PH: (414) 964-6874 FAX: (414) 964-6877  
INFO@LANDCRAFTSECO.COM

Condominium Plat of  
**EAGLE'S NEST CONDOMINIUMS**  
Lot 1 of CERTIFIED SURVEY MAP NO. 9885, being a part of the Southeast 1/4 of the Southeast 1/4 of Section 29, Township 7 North, Range 20 East, in the Town of Brookfield, Waukesha County, Wisconsin.



**SECOND FLOOR PLAN**  
BUILDING 3  
UNITS 5101 & 5102  
(SCALE: 3/32" = 1'-0")



*William R. Hennrichs*  
March 31, 2005  
Rev. March 14, 2006

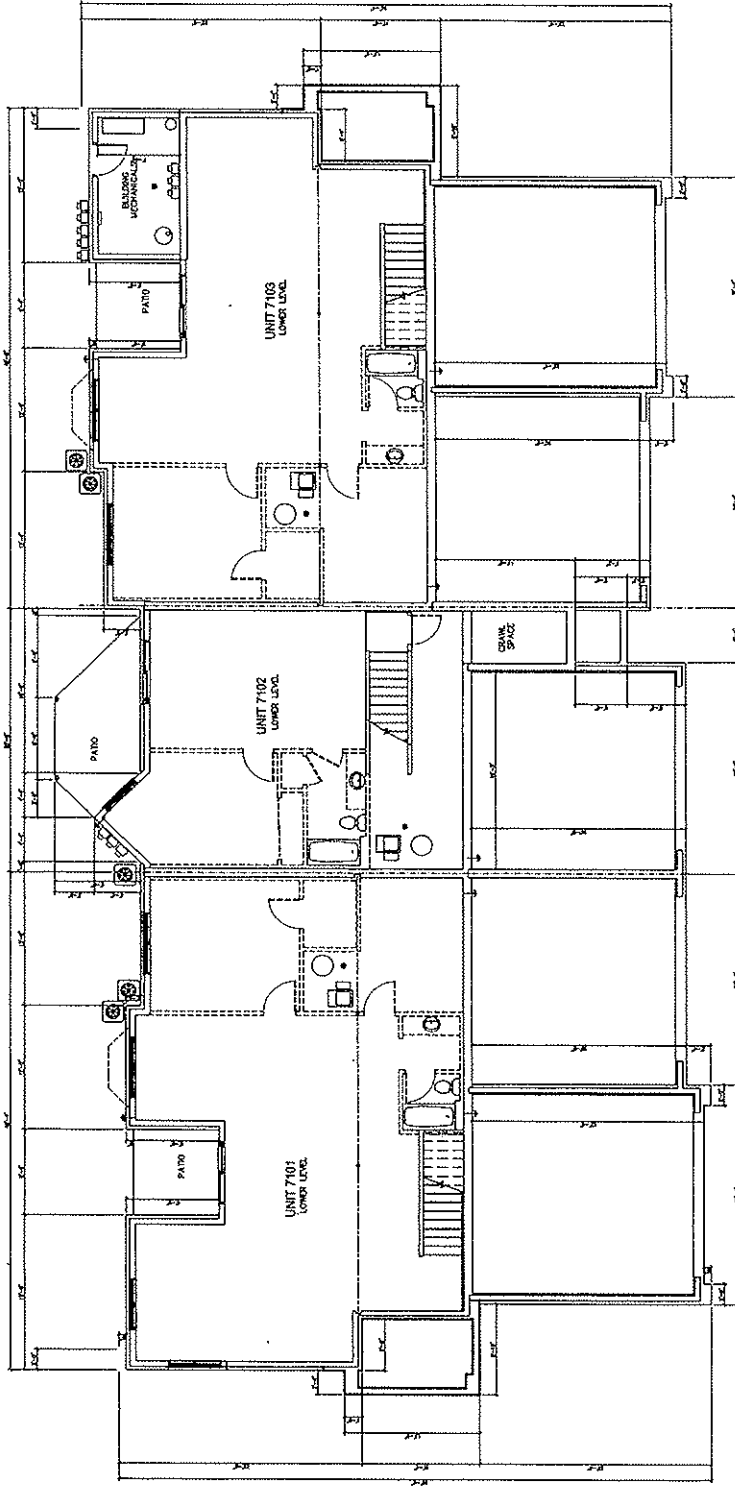
Job Number: 030642  
Date: March 31, 2005  
Sheet 17 of 33 Sheets

Prepared For:  
JB Develop, L.P.  
W178 N9912 Rivercrest Drive  
Suite 101  
Germantown, WI 53022-4645

Map Prepared by: William R. Hennrichs, RLS S-2419  
**LANDCRAFT SURVEY AND ENGINEERING, INC.**  
REGISTERED LAND SURVEYORS AND CIVIL ENGINEERS  
2077 W. WISCONSIN AVENUE, SUITE 2027  
P.O. BOX 111904-4874 FAX 614/964-4877  
INFO@LANDCRAFTSELOOM

# Condominium Plat of EAGLE'S NEST CONDOMINIUMS

Lot 1 of CERTIFIED SURVEY MAP NO. 9885, being a part of the Southeast 1/4 of the Southeast 1/4 of Section 29, Township 7 North, Range 20 East, in the Town of Brookfield, Waukesha County, Wisconsin.



**FOUNDATION PLAN**  
BUILDING 7  
UNITS 7101, 7102 & 7103  
(SCALE: 1/8" = 1'-0")

Map Prepared by: William R. Henrichs, RLS S-2419  
**LANDCRAFT SURVEY AND ENGINEERING, INC.**  
REGISTERED LAND SURVEYORS AND CIVIL ENGINEERS  
2077 South 10th Street, West Allis, WI 53227  
PH: 414-251-1077  
INFO@LANDCRAFTSE.COM

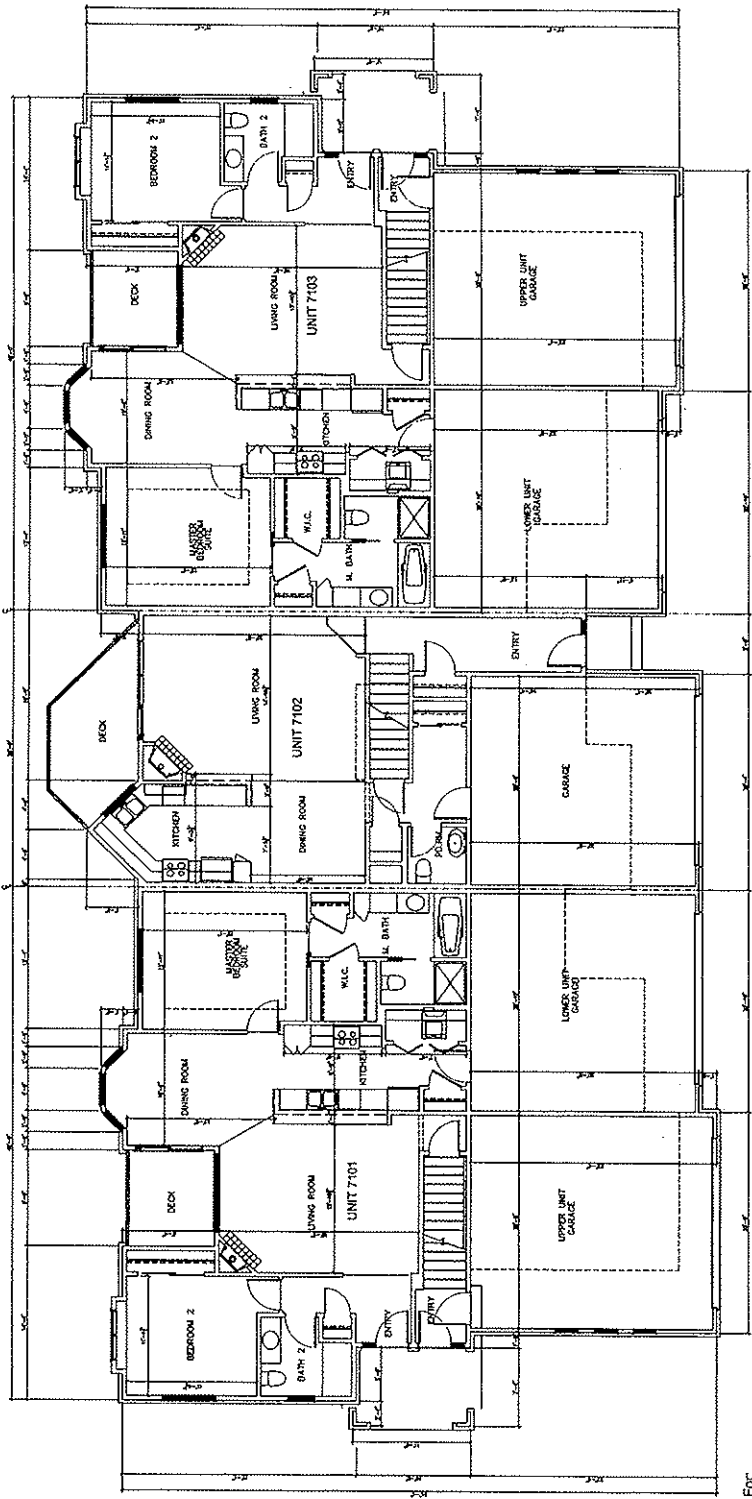
Prepared For:  
JBI Develop, L.P.  
W178 N8912 Rivercrest Drive  
Suite 101  
Germantown, WI 53022-4645



*William R. Henrichs*  
March 31, 2005  
Rev. March 14, 2006

Job Number: 030642  
March 31, 2005  
Sheet 18 of 33 Sheets

Condominium Plat of  
**EAGLE'S NEST CONDOMINIUMS**  
Lot 1 of CERTIFIED SURVEY MAP NO. 9888, being a part of the Southeast 1/4 of the Southeast 1/4 of Section 29, Township 7 North, Range 20 East, in the Town of Brookfield, Waukesha County, Wisconsin.



**FIRST FLOOR PLAN**  
BUILDING 7  
UNITS 7101, 7102 & 7103  
(SCALE: 1/8" = 1'-0")

Prepared For:  
JBJ Develop, L.P.  
W178 N9812 Rivercrest Drive  
Suite 101  
Gemantown, WI 53022-4645

Map Prepared by: William R. Hennrichs, R.L.S. S-2419  
**LANDCRAFT SURVEY AND ENGINEERING, INC.**  
REGISTERED LAND SURVEYORS AND CIVIL ENGINEERS  
2077 South 116th Street, West Allis, WI 53227  
Tel: (414) 337-8077  
INFO@LANDCRAFTSECO.COM



*William R. Hennrichs*  
March 31, 2005  
Rev. March 14, 2008

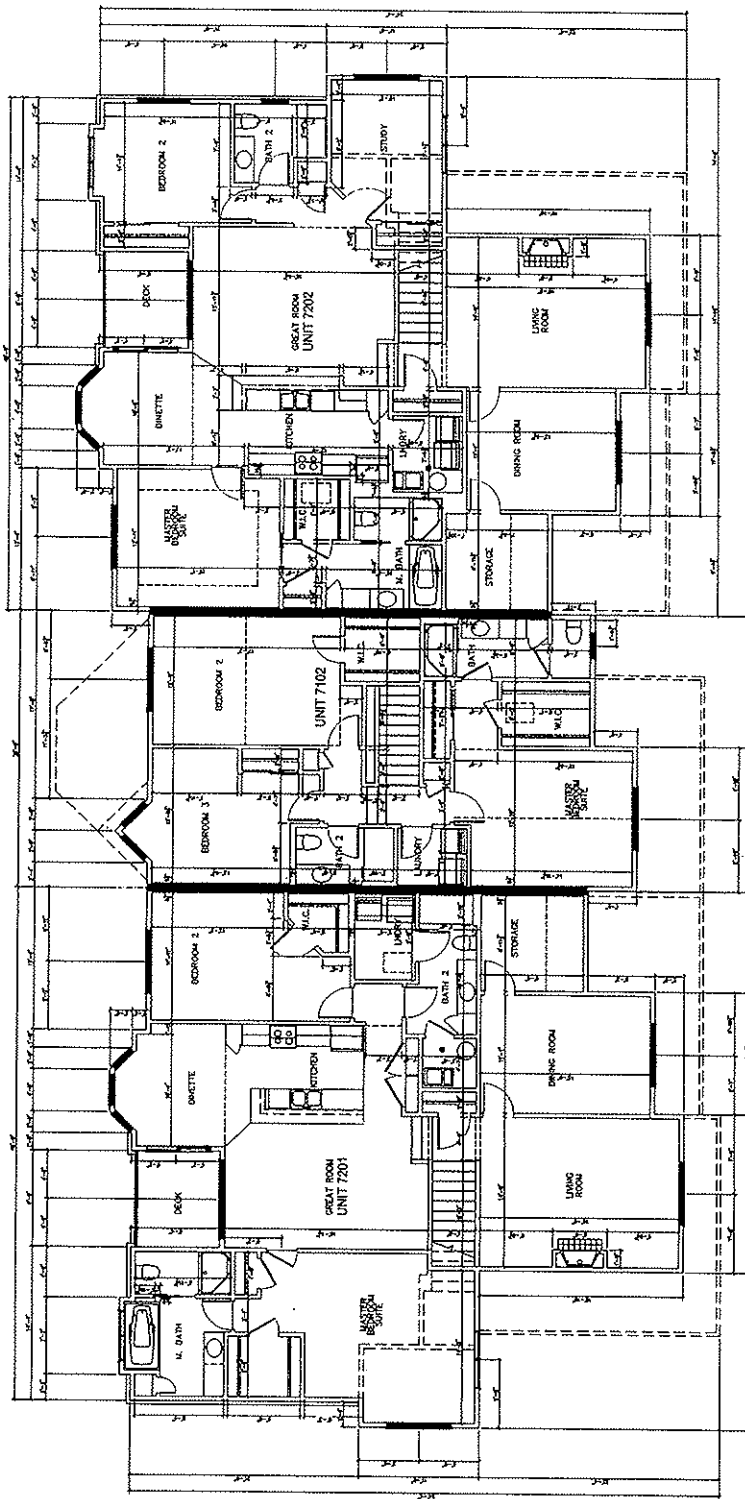
Job Number: 030642  
March 31, 2005  
Sheet 19 of 33 Sheets

001413 APR-08

# EAGLE'S NEST CONDOMINIUMS

Condominium Plat of

Lot 1 of CERTIFIED SURVEY MAP NO. 9888, being a part of the Southeast 1/4 of the Southeast 1/4 of Section 29, Township 7 North, Range 20 East, in the Town of Brookfield, Waukesha County, Wisconsin.



## SECOND FLOOR PLAN

BUILDING 7  
UNITS 7102, 7201 & 7202  
(SCALE: 1/8" = 1'-0")

Map Prepared by: William R. Henrichs, RLS S-2419  
**LANDCRAFT SURVEY AND ENGINEERING, INC.**  
 REGISTERED LAND SURVEYORS AND CIVIL ENGINEERS  
 2077 South 118th Street, Waukesha, WI 53227  
 PH: (414) 804-0874 FAX: (414) 804-0877  
 INFO@LANDCRAFTSE.COM

Prepared For:  
 JSD Develop, L.P.  
 W176 N9912 Rivercrest Drive  
 Suite 101  
 Germantown, WI 53022-4645



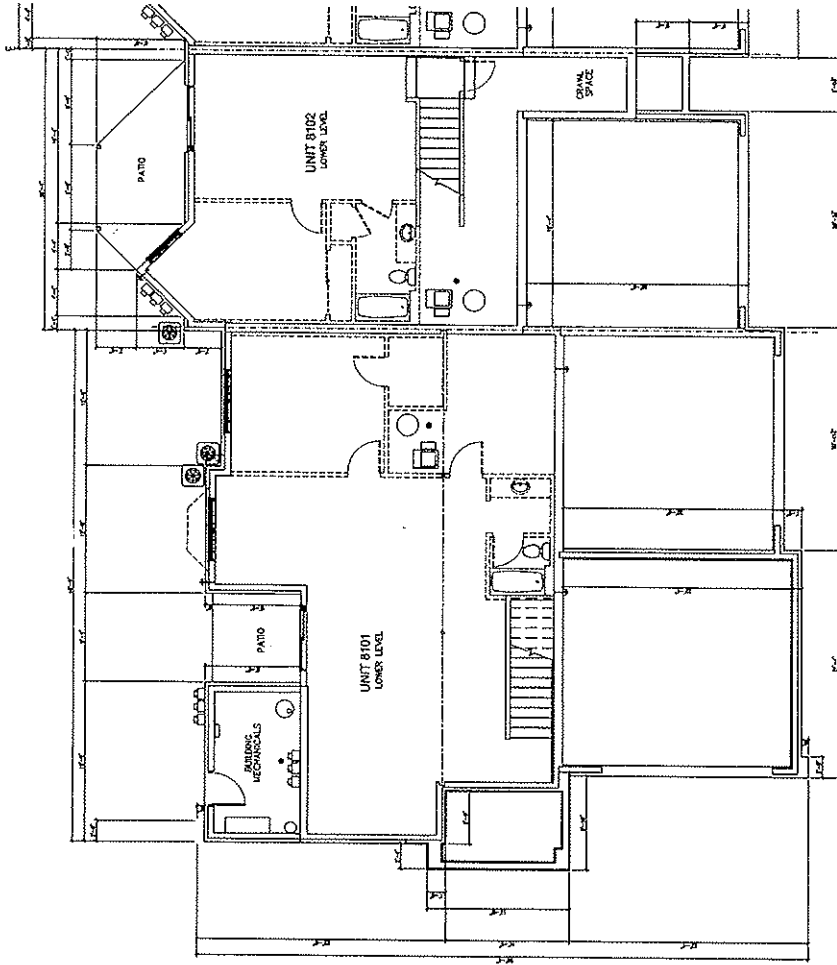
*William R. Henrichs*  
 March 31, 2005  
 Rev. March 14, 2008

Job Number: 030642  
 March 31, 2005  
 Sheet 20 of 33 Sheets

000414 APR-6 05

Condominium Plat of  
**EAGLE'S NEST CONDOMINIUMS**

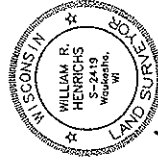
Lot 1 of CERTIFIED SURVEY MAP NO. 9888, being a part of the Southeast 1/4 of the Southeast 1/4 of Section 29, Township 7 North, Range 20 East, in the Town of Brookfield, Waukesha County, Wisconsin.



**FOUNDATION PLAN**  
BUILDING 8  
UNITS 8101 & 8102  
(SCALE: 1/8" = 1'-0")

Prepared For:  
JBL Develop, L.P.  
W178 N9912 Rivercrest Drive  
Suite 101  
Genantown, WI 53022-4645

Map Prepared by: William R. Henrichs, RLS S-2419  
**LANDCRAFT SURVEY AND ENGINEERING, INC.**  
REGISTERED LAND SURVEYORS AND CIVIL ENGINEERS  
2077 South 110th Street, Wauwatosa, WI 53227  
PH: (414) 664-0874 FAX: (414) 664-8877  
INFO@LANDCRAFTSE.COM

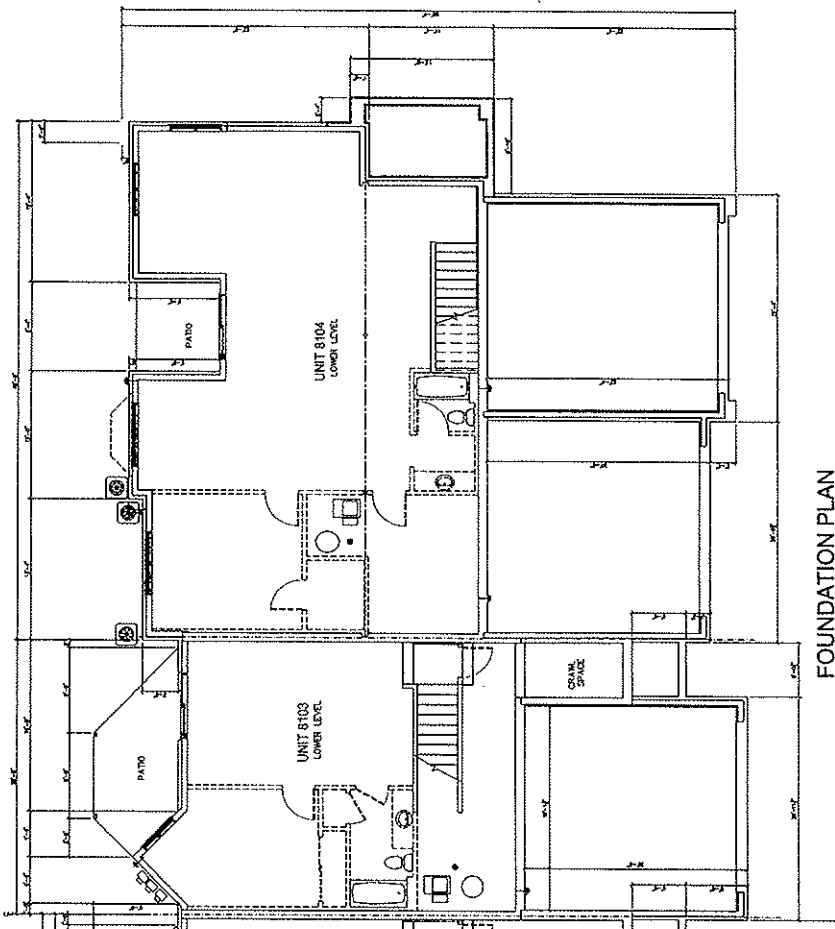


*William R. Henrichs*  
March 31, 2005  
Rev. March 14, 2006

Job Number: 030642  
March 31, 2005  
Sheet 21 of 33 Sheets



Condominium Plat of  
**EAGLE'S NEST CONDOMINIUMS**  
Lot 1 of CERTIFIED SURVEY MAP NO. 9888, being a part of the Southeast 1/4 of the Southeast 1/4 of Section 29, Township 7 North, Range 20 East, in the Town of Brookfield, Waukesha County, Wisconsin.



**FOUNDATION PLAN**  
BUILDING 8  
UNITS 8103 & 8104  
(SCALE: 1/8" = 1'-0")



*William R. Henrichs*  
March 31, 2005  
Rev. March 14, 2006

Job Number: 030642  
March 31, 2005  
Sheet 22 of 33 Sheets

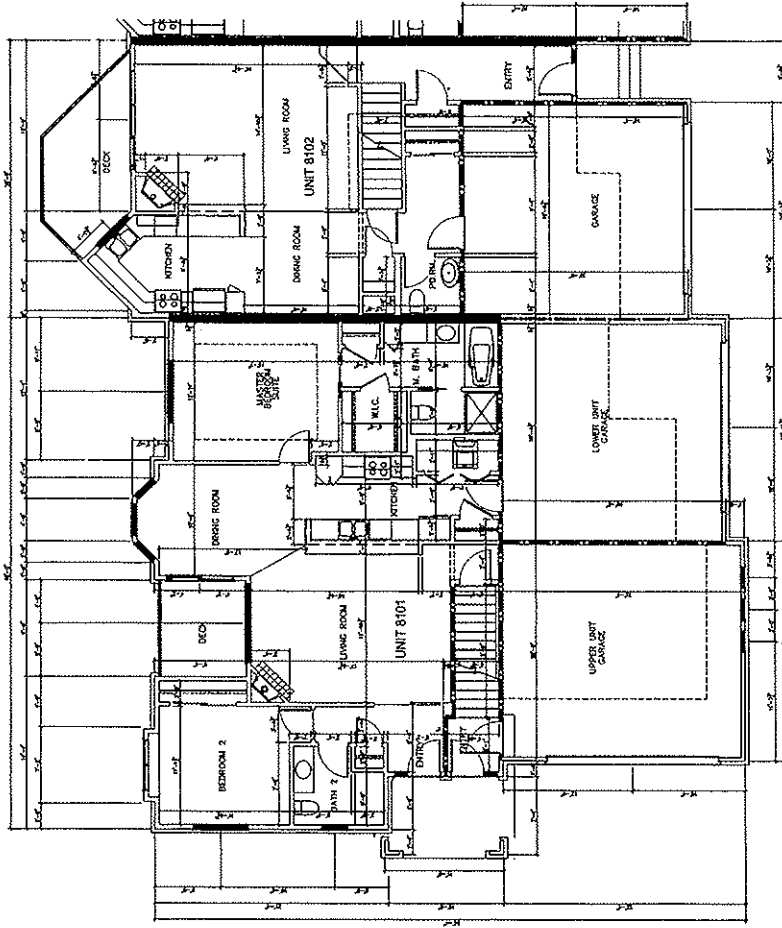
Prepared For:  
JB4Develop, L.P.  
14778 N9912 Rivercrest Drive  
Suite 101  
GermanTown, WI 53022-4645

Map Prepared by: William R. Henrichs, RLS S-2419  
**LANDCRAFT SURVEY AND ENGINEERING, INC.**  
REGISTERED PROFESSIONAL SURVEYORS AND CIVIL ENGINEERS  
14778 N9912 RIVERCREST DRIVE  
GERMANTOWN, WI 53022  
PH: (414) 504-6874 FAX: (414) 804-6877  
INFO@LANDCRAFTSE.COM

# EAGLE'S NEST CONDOMINIUMS

Condominium Plat of

Lot 1 of CERTIFIED SURVEY MAP NO. 9888, being a part of the Southeast 1/4 of the Southeast 1/4 of Section 29, Township 7 North, Range 20 East, in the Town of Brookfield, Waukesha County, Wisconsin.



FIRST FLOOR PLAN  
BUILDING 8  
UNITS 8101 & 8102  
(SCALE: 1/8" = 1'-0")



*William R. Henrichs*  
 March 31, 2005  
 Rev. March 14, 2008

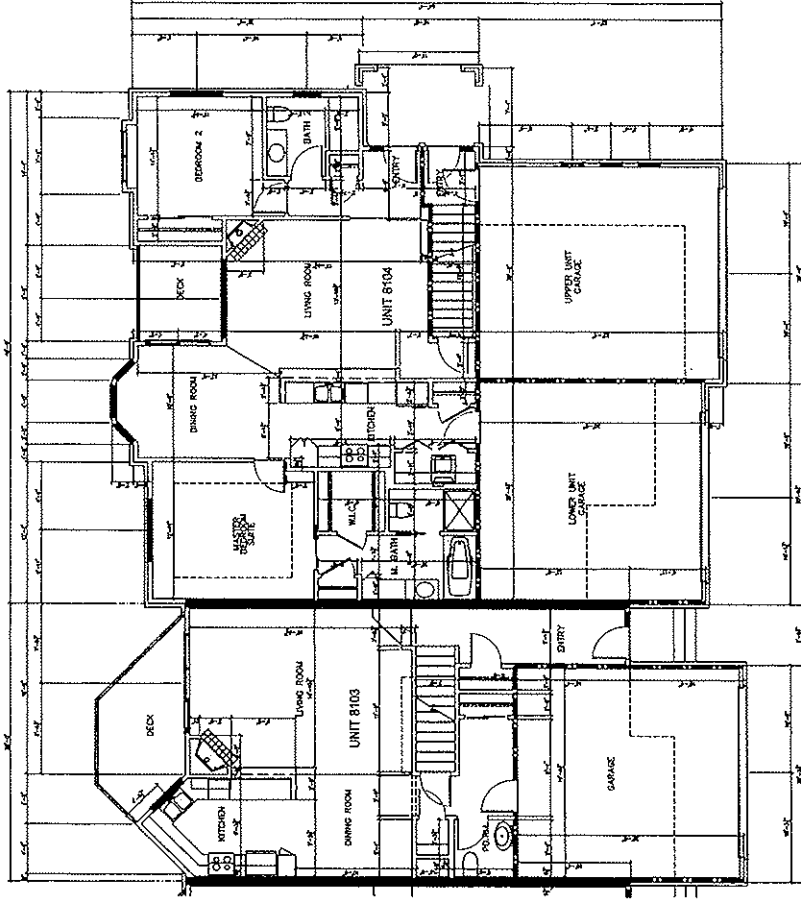
Job Number: 030642  
 March 31, 2005  
 Sheet 23 of 33 Sheets

Prepared For:  
 JB Develop, L.P.  
 W178 N9972 Rivercrest Drive  
 Suite 101  
 Germantown, WI 53022-4645

Map Prepared by: William R. Henrichs, RLS S-2419  
**LANDCRAFT SURVEY AND ENGINEERING, INC.**  
 REGISTERED LAND SURVEYORS AND CIVIL ENGINEERS  
 2077 South 18th Street, West Allis, WI 53227  
 PH: (414) 251-1100 FAX: (414) 251-0877  
 INFO@LANDCRAFT-SE.COM

# Condominium Plat of EAGLE'S NEST CONDOMINIUMS

Lot 1 of CERTIFIED SURVEY MAP NO. 9888, being a part of the Southeast 1/4 of the Southeast 1/4 of Section 29, Township 7 North, Range 20 East, in the Town of Brookfield, Waukesha County, Wisconsin.



FIRST FLOOR PLAN  
BUILDING 8  
UNITS 8103 & 8104  
(SCALE: 1/8" = 1'-0")



*William R. Henrichs*  
 March 31, 2005  
 Rev. March 14, 2008

Job Number: 030642  
 March 31, 2005  
 Sheet 24 of 33 Sheets

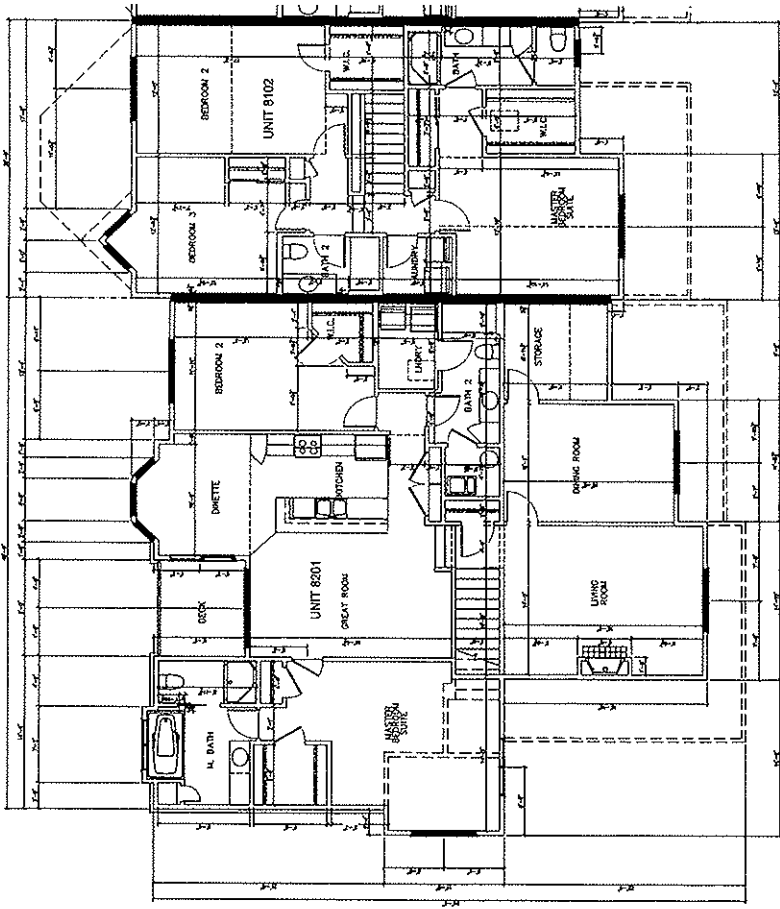
Prepared For:  
 JB.Develco, L.P.  
 W178 N9512 Rivercrest Drive  
 Suite 101  
 Germantown, WI 53022-4645

Map Prepared by: William R. Henrichs, RLS S-2419  
 LANDCRAFT SURVEY AND ENGINEERING, INC.  
 REGISTERED LAND SURVEYORS AND CIVIL ENGINEERS  
 2077 South 16th Street, West Allis, WI 53227  
 PH: (414) 431-6677  
 INFO@LANDCRAFTSEC.COM

0011418 APR -6 05

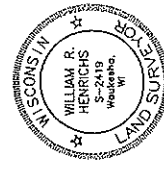
# Condominium Plat of EAGLE'S NEST CONDOMINIUMS

Lot 1 of CERTIFIED SURVEY MAP NO. 9885, being a part of the Southeast 1/4 of the Southeast 1/4 of Section 29, Township 7 North, Range 20 East, in the Town of Brookfield, Waukesha County, Wisconsin.



## SECOND FLOOR PLAN

BUILDING 8  
UNITS 8201 & 8102  
(SCALE: 1/8" = 1'-0")



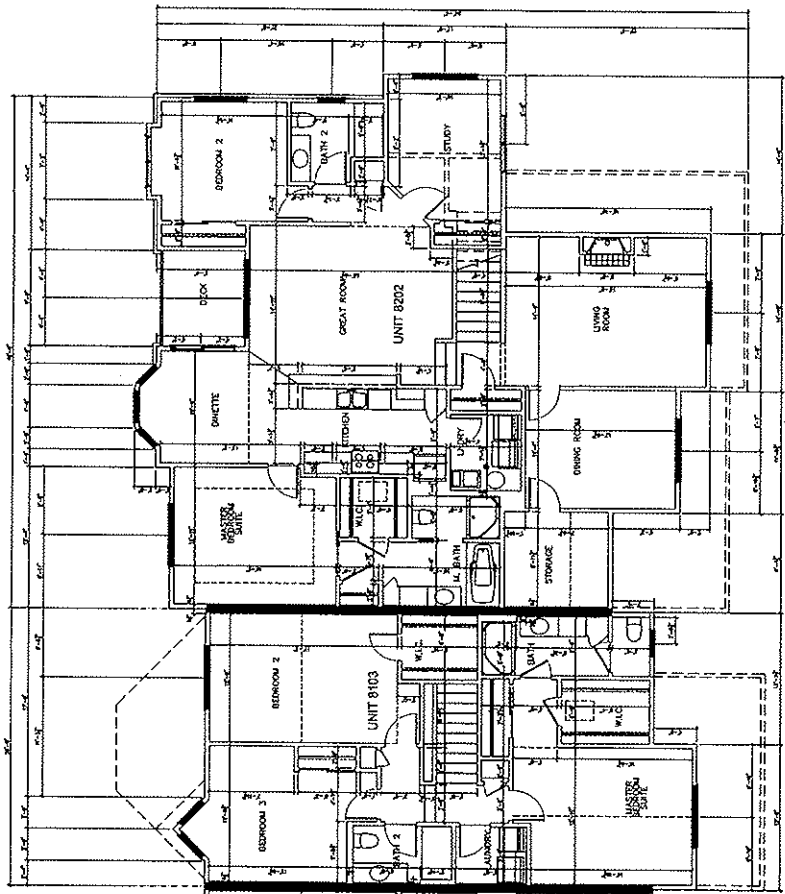
*William R. Henrichs*  
 March 31, 2005  
 Rev. March 14, 2006

Job Number: 030842  
 March 31, 2005  
 Sheet 25 of 33 Sheets

Prepared For:  
 JBU Development, L.P.  
 W175 N6912 Rivercrest Drive  
 Suite 101  
 Germantown, WI 53022-4645

Map Prepared by: William R. Henrichs, RLS S-2419  
**LANDCRAFT SURVEY AND ENGINEERING, INC.**  
 REGISTERED LAND SURVEYORS AND CIVIL ENGINEERS  
 2077 South 108th Street, West Allis, WI 53227  
 PH: (414) 664-0874 FAX: (414) 664-0877  
 INFO@LANDCRAFTSE.COM

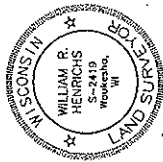
Condominium Plat of  
**EAGLE'S NEST CONDOMINIUMS**  
Lot 1 of CERTIFIED SURVEY MAP NO. 9888, being a part of the Southeast 1/4 of the Southeast 1/4 of Section 29, Township 7 North, Range 20 East, in the Town of Brookfield, Waukesha County, Wisconsin.



**SECOND FLOOR PLAN**  
BUILDING 8  
UNITS 8103 & 8202  
(SCALE: 1/8" = 1'-0")

Prepared For:  
J.B. Devalco, L.P.  
W178 N9912 Rivercrest Drive  
Suite 101  
Germanstown, WI 53022-4645

Map Prepared by: William R. Henrichs, RLS S-2419  
**LANDCRAFT SURVEY AND ENGINEERING, INC.**  
REGISTERED LAND SURVEYORS AND CIVIL ENGINEERS  
2000 W. WISCONSIN AVENUE, SUITE 207  
P.O. BOX 4010, GERMANSTOWN, WI 53022  
PH. (414) 894-8274 FAX (414) 894-8077  
INFO@LANDCRAFTSE.COM



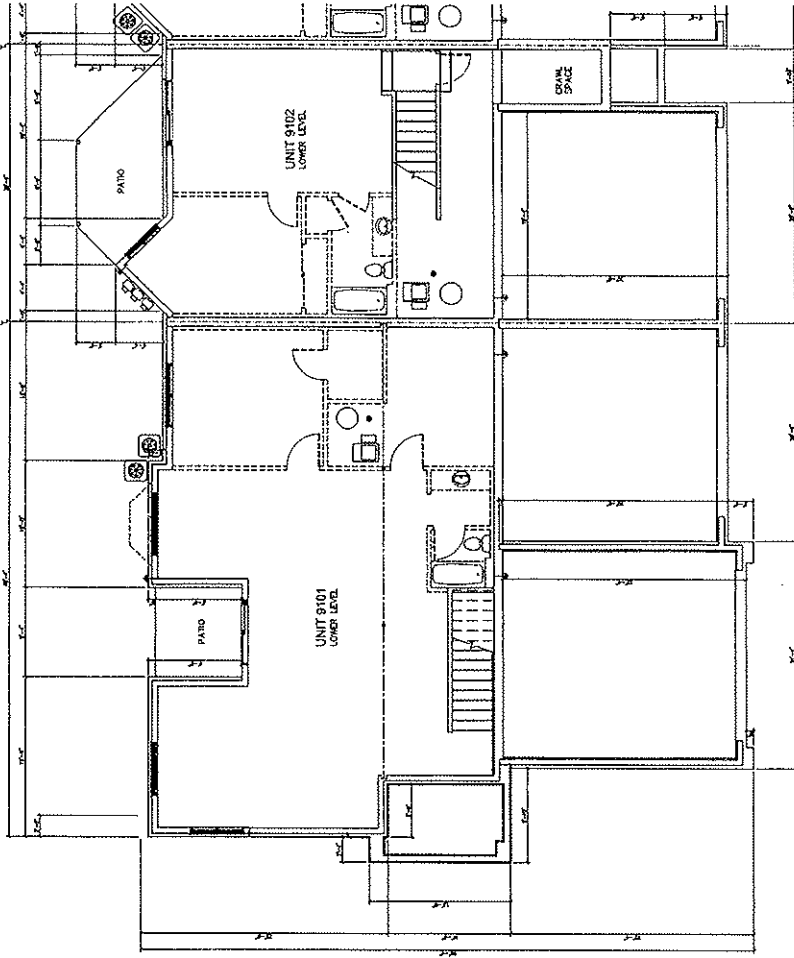
*William R. Henrichs*  
March 31, 2006  
Rev. March 14, 2006

Job Number: 039642  
Date: March 31, 2005  
Sheet 26 of 33 Sheets

# EAGLE'S NEST CONDOMINIUMS

Condominium Plat of

Lot 1 of CERTIFIED SURVEY MAP NO. 9886, being a part of the Southeast 1/4 of the Southeast 1/4 of Section 29, Township 7 North, Range 20 East, in the Town of Brookfield, Waukesha County, Wisconsin.



## FOUNDATION PLAN

BUILDING 9  
UNITS 9101 & 9102  
(SCALE: 1/8" = 1'-0")

Prepared For:  
JSD Develop, L.P.  
1770 N9912 Rivercrest Drive  
Suite 101  
Germanstown, WI 53022-4645

Map Prepared by: William R. Henrichs, RLS S-2419  
LANDCRAFT SURVEY AND ENGINEERING, INC.

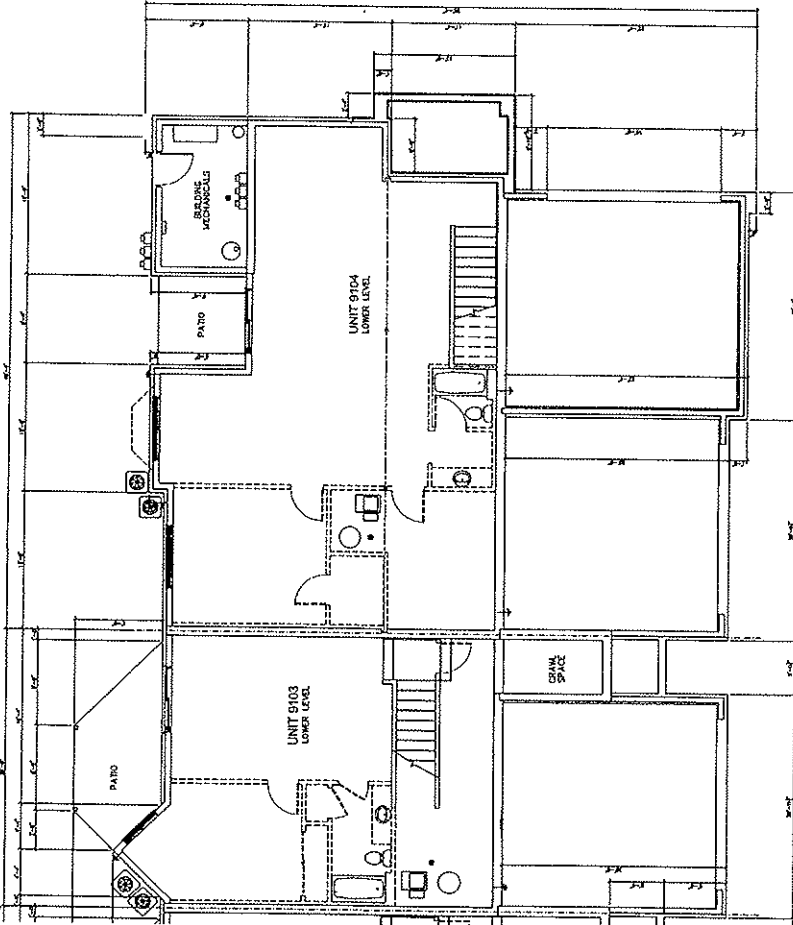
REGISTERED LAND SURVEYOR  
2077 W. WISCONSIN AVENUE, SUITE 100  
GERMANTOWN, WISCONSIN 53022  
PH: (414) 884-9874 FAX: (414) 884-9877  
INFO@LANDCRAFTSE.COM



*William R. Henrichs*  
March 31, 2005  
Rev. March 14, 2006

Job Number: 030642  
March 31, 2005  
Sheet 27 of 33 Sheets

Condominium Plat of  
**EAGLE'S NEST CONDOMINIUMS**  
Lot 1 of CERTIFIED SURVEY MAP NO. 9886, being a part of the Southeast 1/4 of the Southeast 1/4 of Section 29, Township 7 North, Range 20 East, in the Town of Brookfield, Waukesha County, Wisconsin.



**FOUNDATION PLAN**  
BUILDING 9  
UNITS 9103 & 9104  
(SCALE: 1/8" = 1'-0")

Prepared For:  
JBL Develop, L.P.  
W178 N9912 Rivercrest Drive  
Suite 101  
Germanstown, WI 53022-4645

Map Prepared by: William R. Henrichs, RLS S-2419  
**LANDCRAFT SURVEY AND ENGINEERING, INC.**  
REGISTERED LAND SURVEYORS AND CIVIL ENGINEERS  
2077 South 115th Street, West Allis, WI 53227  
PH: (414) 804-0874 FAX: (414) 804-0877  
INFO@LANDCRAFTSE.COM

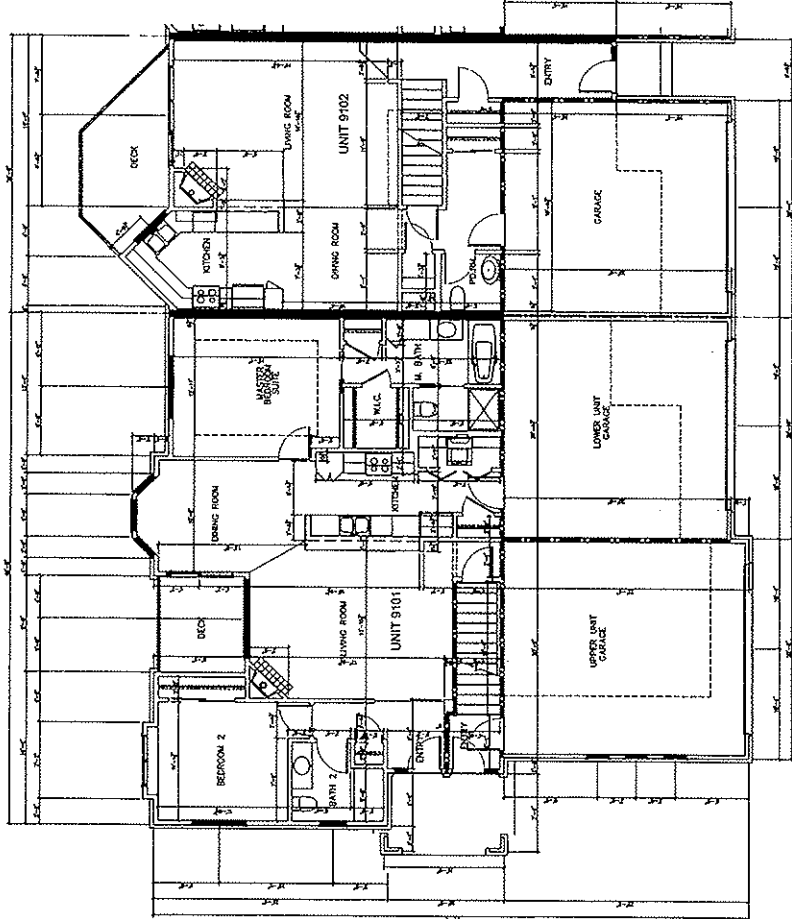


*William R. Henrichs*  
March 31, 2005  
Rev. March 14, 2006

Job Number: 030642  
March 31, 2005  
Sheet 28 of 33 Sheets

0011422 APR 26 06

Condominium Plat of  
**EAGLE'S NEST CONDOMINIUMS**  
Lot 1 of CERTIFIED SURVEY MAP NO. 9885, being a part of the Southeast 1/4 of the Southeast 1/4 of Section 28, Township 7 North, Range 20 East, in the Town of Brookfield, Waukesha County, Wisconsin.



*William R. Hennrichs*  
March 31, 2005  
Rev. March 14, 2005

Job Number: 030642  
March 31, 2005  
Sheet 29 of 33 Sheets

**FIRST FLOOR PLAN**  
BUILDING 9  
UNITS 9101 & 9102  
(SCALE: 1/8" = 1'-0")

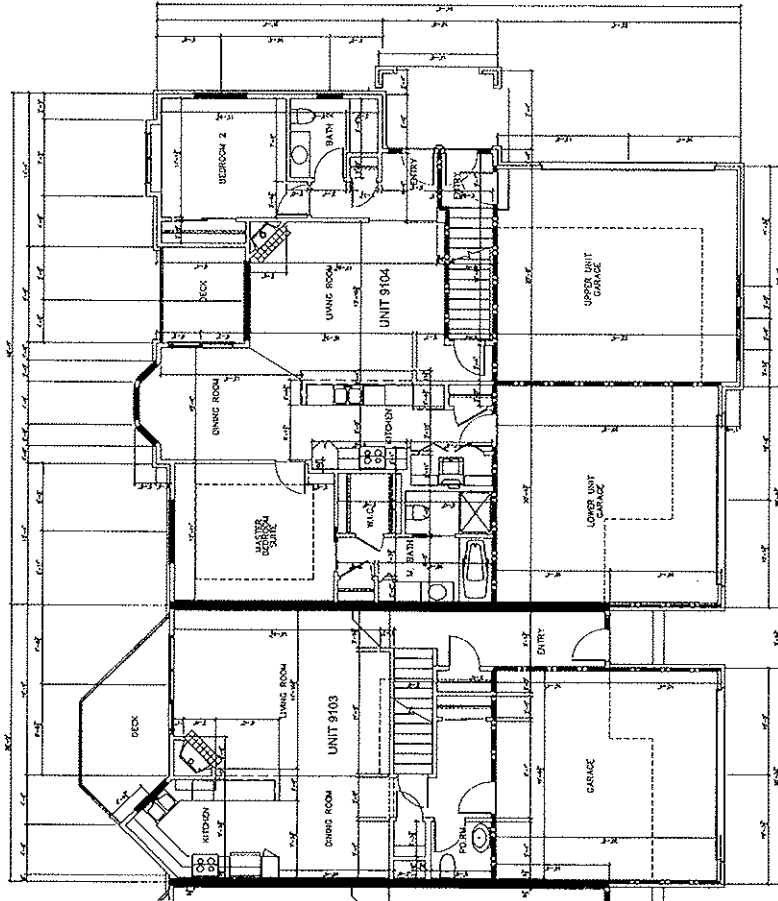
Prepared For:  
J.B. Develop, L.P.  
W178 N9912 Rivercrest Drive  
Suite 101  
Germantown, WI 53022-4645

Map Prepared by: William R. Hennrichs, RLS S-2419  
**LANDCRAFT SURVEY AND ENGINEERING, INC.**  
REGISTERED LAND SURVEYORS AND CIVIL ENGINEERS  
2077 South 118th Street, West Allis, WI 53227  
PH: (414) 964-0874 FAX: (414) 964-0377  
INFO@LANDCRAF-TSE.COM

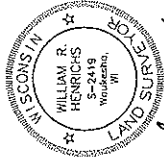


001423 APR 16 08

Condominium Plat of  
**EAGLE'S NEST CONDOMINIUMS**  
Lot 1 of CERTIFIED SURVEY MAP NO. 9888, being a part of the Southeast 1/4 of the Southeast 1/4 of Section 29, Township 7 North, Range 20 East, in the Town of Brookfield, Waukesha County, Wisconsin.



**FIRST FLOOR PLAN**  
BUILDING 9  
UNITS 9103 & 9104  
(SCALE: 1/8" = 1'-0")



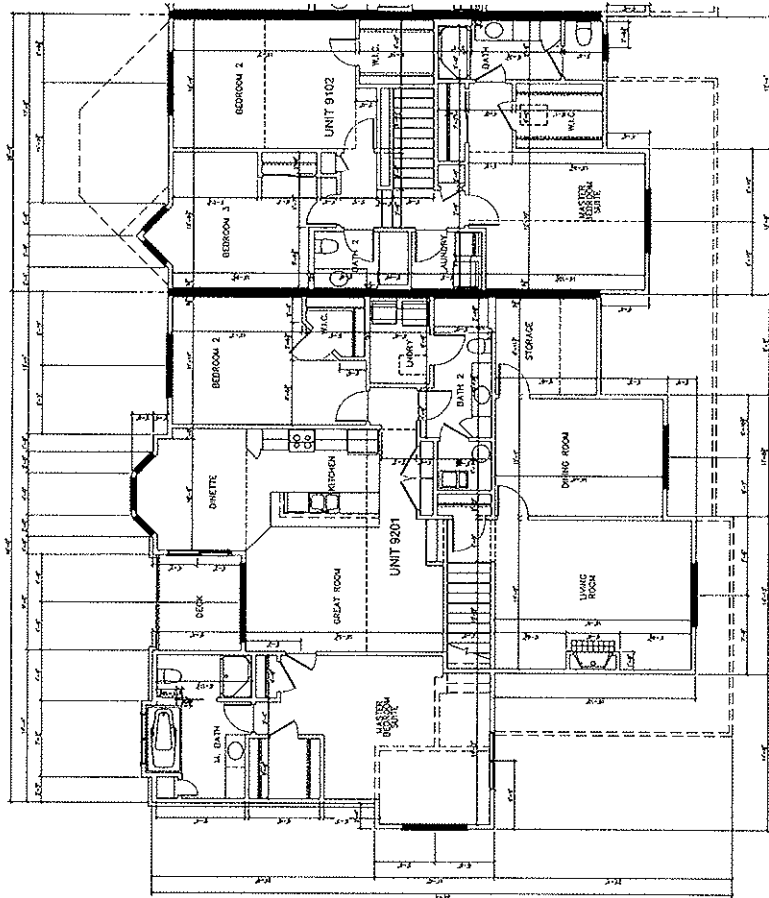
*William R. Henrichs*  
March 31, 2005  
Rev. March 14, 2006

Job Number: 030642  
March 31, 2005  
Sheet 30 of 33 Sheets

Prepared For:  
JSD Develop, L.P.  
W178 N9812 Rivercrest Drive  
Suite 101  
Germanstown, WI 53022-4645

Map Prepared by: William R. Henrichs, RLS S-2419  
**LANDCRAFT SURVEY AND ENGINEERING, INC.**  
REGISTERED LAND SURVEYORS AND CIVIL ENGINEERS  
2017 South 116th Street, West Allis, WI 53227  
PH: (414) 804-0674 FAX: (414) 804-0077  
INFO@LANDCRAFTSE.COM

Condominium Plat of  
**EAGLE'S NEST CONDOMINIUMS**  
Lot 1 of CERTIFIED SURVEY MAP NO. 3888, being a part of the Southeast 1/4 of the Southeast 1/4 of Section 29, Township 7 North, Range 20 East, in the Town of Brookfield, Waukeshas County, Wisconsin.



**SECOND FLOOR PLAN**  
BUILDING 9  
UNITS 9101 & 9102  
(SCALE: 1/8" = 1'-0")



*William R. Henrichs*  
March 31, 2005  
Rev. March 14, 2006

Job Number: 030642  
March 31, 2005  
Sheet 31 of 33 Sheets

Prepared For:  
J.B. Develop, L.P.  
W178 N8912 Rivercrest Drive  
Suite 101  
Germanatown, WI 53022-4545

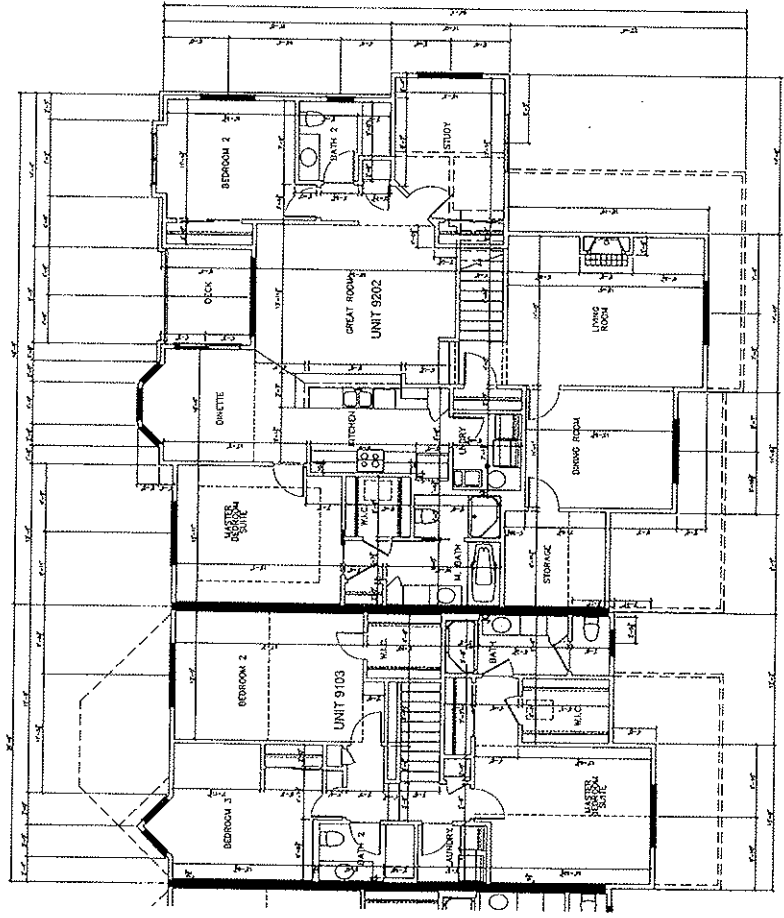
Map Prepared by: William R. Henrichs, RLS S-2419  
**LANDCRAFT SURVEY AND ENGINEERING, INC.**  
REGISTERED LAND SURVEYORS AND CIVIL ENGINEERS  
2077 South 116th Street, Wauwatosa, WI 53227  
PH: (414) 904-0074 FAX: (414) 904-0077  
INFO@LANDCRAFTSECON

0011425 APR-66

# EAGLE'S NEST CONDOMINIUMS

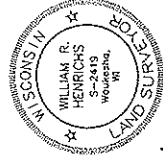
Condominium Plat of

Lot 1 of CERTIFIED SURVEY MAP NO. 9888, being a part of the Southeast 1/4 of the Southeast 1/4 of Section 29, Township 7 North, Range 20 East, in the Town of Brookfield, Waukesha County, Wisconsin.



SECOND FLOOR PLAN

BUILDING 9  
UNITS 9103 & 9202  
(SCALE: 1/8" = 1'-0")



*William R. Hennrichs*  
 March 31, 2005  
 Rev. March 14, 2006

Job Number: 030542  
 March 31, 2005  
 Sheet 32 of 33 Sheets

Prepared For:  
 J&J Develop, L.P.  
 W178 N9912 Rivercrest Drive  
 Suite 101  
 Germantown, WI 53022-4645

Map Prepared by: William R. Hennrichs, RLS S-2419  
**LANDCRAFT SURVEY AND ENGINEERING, INC.**  
 REGISTERED LAND SURVEYORS AND CIVIL ENGINEERS  
 2077 South Tisho Street, West Allis, WI 53227  
 PH: (414) 804-0674 FAX: (414) 804-0677  
 INC@LANDCRAFTSE.COM

# EAGLE'S NEST CONDOMINIUMS

Condominium Plat of

Lot 1 of CERTIFIED SURVEY MAP NO. 9888, being a part of the Southeast 1/4 of Section 29, Township 7 North, Range 20 East, in the Town of Brookfield, Waukesha County, Wisconsin.

**SURVEYOR'S CERTIFICATE**

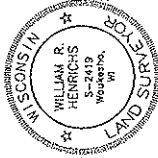
STATE OF WISCONSIN  
MILWAUKEE COUNTY) SS

I, William R. Henrichs, Registered Land Surveyor, do hereby certify:

That I have surveyed and mapped all of Lot 1 of CERTIFIED SURVEY MAP NO. 9888, being a part of the Southeast 1/4 of the Southeast 1/4 of Section 29, Township 7 North, Range 20 East, in the Town of Brookfield, Waukesha County, Wisconsin, which is bounded and described as follows:

Commencing at the Southeast corner of said Southeast 1/4, said corner also being the place of beginning of the lands to be described;  
 Thence S 88°32'22" W, along the South line of said Southeast 1/4, 588.26 feet;  
 Thence N 00°24'19" W, along the East line of said Southeast 1/4, 460.00 feet;  
 Thence S 88°32'22" W, along the East line of said Southeast 1/4, 120.70 feet;  
 Thence N 89°53'22" E, 397.75 feet to the East line of said Southeast 1/4, said East line also being the corner of Brookfield Road;  
 Thence S 00°28'07" E, along said East line and containing, 580.02 feet to the place of beginning.  
 Said lands containing 7.0946 gross acres (6.6552 net acres).

That this is a true and correct representation of EAGLE'S NEST CONDOMINIUMS, a condominium and that the identification and location of each unit and the common elements can be determined from this plat.



March 31, 2005  
Date  
Rev. March 14, 2006  
William R. Henrichs  
Registered Land Surveyor, S-2419

Prepared For:  
J&J Develop, L.P.  
W178 N9512 Rivercrest Drive  
Suite 101  
Germaintown, WI 53022-4645

Map Prepared by: William R. Henrichs, RLS S-2419  
LANDCRAFT SURVEY AND ENGINEERING, INC.  
REGISTERED LAND SURVEYORS AND CIVIL ENGINEERS  
301 S. WISCONSIN AVENUE, SUITE 200  
P.O. BOX 1644482, FAX 614 924-8877  
INFO@LANDCRAFTSE.COM

Unit	Address	Square Footage
Building 1		
101	1872 Eagle Drive #101, Brookfield, WI 53005	1,426
102	1872 Eagle Drive #102, Brookfield, WI 53005	2,014
103	1872 Eagle Drive #103, Brookfield, WI 53005	1,426
104	1872 Eagle Drive #104, Brookfield, WI 53005	2,014
105	1872 Eagle Drive #105, Brookfield, WI 53005	2,044
Building 2		
201	1872 Eagle Drive #201, Brookfield, WI 53005	1,426
202	1872 Eagle Drive #202, Brookfield, WI 53005	2,014
203	1872 Eagle Drive #203, Brookfield, WI 53005	1,426
204	1872 Eagle Drive #204, Brookfield, WI 53005	2,014
205	1872 Eagle Drive #205, Brookfield, WI 53005	2,044
Building 3		
301	1872 Eagle Drive #301, Brookfield, WI 53005	1,426
302	1872 Eagle Drive #302, Brookfield, WI 53005	2,014
303	1872 Eagle Drive #303, Brookfield, WI 53005	1,426
304	1872 Eagle Drive #304, Brookfield, WI 53005	2,014
305	1872 Eagle Drive #305, Brookfield, WI 53005	2,044
Building 4		
401	235 Amie Circle #101, Brookfield, WI 53005	1,426
402	235 Amie Circle #102, Brookfield, WI 53005	2,014
403	235 Amie Circle #103, Brookfield, WI 53005	1,426
404	235 Amie Circle #104, Brookfield, WI 53005	2,014
405	235 Amie Circle #105, Brookfield, WI 53005	2,044
Building 5		
501	249 Amie Circle #101, Brookfield, WI 53005	2,097
502	249 Amie Circle #102, Brookfield, WI 53005	2,097
Building 6		
601	230 Amie Circle #101, Brookfield, WI 53005	1,426
602	230 Amie Circle #102, Brookfield, WI 53005	1,426
603	230 Amie Circle #103, Brookfield, WI 53005	2,044
604	230 Amie Circle #104, Brookfield, WI 53005	2,044
Building 7		
701	220 Amie Circle #101, Brookfield, WI 53005	1,426
702	220 Amie Circle #102, Brookfield, WI 53005	2,014
703	220 Amie Circle #103, Brookfield, WI 53005	1,426
704	220 Amie Circle #104, Brookfield, WI 53005	2,014
705	220 Amie Circle #105, Brookfield, WI 53005	2,044
Building 8		
801	180 Amie Circle #101, Brookfield, WI 53005	1,426
802	180 Amie Circle #102, Brookfield, WI 53005	2,014
803	180 Amie Circle #103, Brookfield, WI 53005	2,014
804	180 Amie Circle #104, Brookfield, WI 53005	1,426
805	180 Amie Circle #105, Brookfield, WI 53005	2,044
Building 9		
901	165 Amie Circle #101, Brookfield, WI 53005	1,426
902	165 Amie Circle #102, Brookfield, WI 53005	2,014
903	165 Amie Circle #103, Brookfield, WI 53005	2,014
904	165 Amie Circle #104, Brookfield, WI 53005	1,426
905	165 Amie Circle #105, Brookfield, WI 53005	2,044
906	165 Amie Circle #106, Brookfield, WI 53005	2,044

Job Number: 030642  
March 31, 2005  
Sheet 33 of 33 Sheets



WC3375792-001

STATUTORY RESERVE  
ACCOUNT STATEMENT

3375792

REGISTER'S OFFICE  
WAUKESHA COUNTY, WI  
RECORDED ON

04-06-2006 2:48 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

WHEREAS, JBJDEVELOP, L.P. (hereinafter referred to as "Developer/Declarant") has subjected certain property hereinafter described to the provisions of the Wisconsin Condominium Ownership Act, Chapter 703, Wis. Stats., by the recording of a certain DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS, COVENANTS AND CONDITIONS FOR EAGLE'S NEST CONDOMINIUMS, same being recorded with the office of the Register of Deeds for Waukesha County, Wisconsin on February 6TH, 2006 as Document No. 3375791;

APRIL  
NOW, THEREFORE, pursuant to Section 703.163(3)(c), Wis. Stats., Declarant hereby elects not to establish a statutory reserve account per Sec. 703.163(3)(a).

The real estate which is the subject of this document is located in the Town of Brookfield, Waukesha County, Wisconsin and more particularly described as follows:

Lot 1 of CERTIFIED SURVEY MAP NO. 9888, being a part of the Southeast 1/4 of the Southeast 1/4 of Section 29, Township 7 North, Range 20 East, in the Town of Brookfield, Waukesha County, Wisconsin. *pd 1111*

Tax Key Number: BKFT 1124-974

Dated this 22nd day of February, 2006.

JBJDEVELOP, L.P.  
BY JBJRE, L.L.C., as General Partner

By: *Theresa M. Weitermann*  
Theresa M. Weitermann, Member

Subscribed to and sworn to before me this 22nd day of February, 2006.

*Lori A. Betlinski*  
Lori A. Betlinski  
Notary Public, State of Wisconsin  
My commission expires 1/20/08



THIS INSTRUMENT WAS DRAFTED BY  
Richard A. Rechlicz, Esq.  
Ladewig, Rechlicz & Iggens, LLP  
N88 W15125 Main Street  
Menomonee Falls, WI 53051  
(262) 251-2245

Return To: Richard A. Rechlicz, Esq.  
Ladewig, Rechlicz & Iggens, LLP  
N88 W15125 Main Street  
Menomonee Falls, WI 53051

000928 JUL 13 8



AFFIDAVIT OF CORRECTION

3402926

REGISTER'S OFFICE  
WAUKESHA COUNTY, WI  
RECORDED ON

07-13-2006 12:45 PM

MICHAEL J. HASSLINGER  
REGISTER OF DEEDS

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

RICHARD A. RECHLICZ, being first duly sworn on oath, states as follows:

1. That, Affiant is a licensed practicing attorney in the State of Wisconsin doing business located at N88 W15125 Main Street; Menomonee Falls, Wisconsin 53051. Further, Affiant states his State Bar No. is 1016926.

2. That, Affiant drafted the Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and Conditions for Eagle's Nest Condominiums (hereinafter referred to as "Declaration"), same being recorded in the Office of the Register of Deeds for Waukesha County, Wisconsin on April 6, 2006 as Document No. 3375791 more particularly described as:

Lot 1 of CERTIFIED SURVEY MAP NO. 9888, being a part of the Southeast 1/4 of the Southeast 1/4 of Section 29, Township 7 North, Range 20 East, in the Town of Brookfield, Waukesha County, Wisconsin.

3. That, a typographical error was discovered in said recorded Declaration in Article II: **PROPERTY AND UNITS: SUBMISSION TO ACT**, Section 2 CONDOMINIUM UNIT IDENTIFICATION (hereinafter referred to as "Section 2").

4. That, said Section 2, with respect to Building 3 and the following Units should be replaced with the following:

Building 3			
3101	18925 Eagle Drive, #101	to be assigned	1,436
3102	18925 Eagle Drive, #102	to be assigned	1,436
3201	18925 Eagle Drive, #201	to be assigned	2,044
3202	18925 Eagle Drive, #202	to be assigned	2,044

The purpose of this affidavit is to correct said Article II, Section 2 with respect to the identification of Units in Building 3.

Dated this 11th day of July, 2006.

Subscribed to and sworn before me this 11th day of July, 2006.

*Richard A. Rechlicz*

*Lori A. Betlinski*

Richard A. Rechlicz

Lori A. Betlinski

Notary Public, State of Wisconsin

My commission expires 1/20/08



This instrument was drafted by:

Richard A. Rechlicz, Esq. of Ladewig, Rechlicz & Iggens, LLP

262-251-2245

Return To: Richard A. Rechlicz, Esq.  
Ladewig, Rechlicz & Iggens  
N88 W15125 Main Street  
Menomonee Falls, WI 53051

Tax Key No. BKFT 1124-974

*Handwritten initials*

**BY-LAWS  
OF  
EAGLE'S NEST CONDOMINIUMS  
OWNER'S ASSOCIATION, INC.  
TABLE OF CONTENTS**

Article I	General Purpose, Name, Location	B-1
	Section 1 Purpose	
	Section 2 Name and Location	
	Section 3 Persons Subject to By-Laws	
Article II	Definitions	B-1
	Section 1 "Association"	
	Section 2 "Common Elements"	B-2
	Section 3 "Declarant"	
	Section 4 "Declaration"	
	Section 5 "Member"	
	Section 6 "Reference to Declaration"	
	Section 7 "Subject Property"	
	Section 8 "Unit"	
	Section 9 "Unit Owner"	
Article III	Association Membership	B-2
	Section 1 Membership	
Article IV	Voting and Meeting	B-3
	Section 1 Voting	
	(a) Class A Members	
	(i) Defined	
	(ii) One Membership per Unit	
	(iii) Membership Roster	
	(iv) Transfer of Membership	B-4
	(v) Notices	

	(b) Class B Members	
	(i) Defined	
	(ii) Rights of Declarant	B-5
Article V	Meeting of Members	B-5
Section 1	Annual Meeting	
Section 2	Special Meeting	
Section 3	Place of Meeting	
Section 4	Notice of Meetings	
Section 5	Quorum	B-6
Section 6	Proxies	
Section 7	Action by Written Consent	
Section 8	Action by Written Ballot	
Section 9	Majority of Unit Owners	B-7
Section 10	Order of Business	
Section 11	Parliamentary Procedure	
Section 12	Declarant's Control	
Section 13	Rights of Declarant Prior to Transfer	
Article VI	Board of Directors	B-8
Section 1	Appointment and Election of Initial Board of Directors	
Section 2	Number and Qualification of Directors	
Section 3	Election and Term of Office	
Section 4	Removal	B-9
Section 5	Vacancies	
Section 6	Annual Meeting and Notice	
Section 7	Regular Meetings and Notice	
Section 8	Special Meetings	
Section 9	Quorum	B-10
Section 10	Waiver of Notice	
Section 11	Action Taken Without a Meeting	
Section 12	Compensation	
Section 13	Bonds	
Section 14	Powers of the Board of Directors	
Section 15	Duties of the Board of Directors	B-11
Article VII	Officers and Their Duties	B-13
Article VIII	Committees	B-14
Article IX	Liability and Indemnity of Directors and Officers	B-14



	Section 1	Liability	
	Section 2	Indemnity	
Article X		Books and Records	B-15
Article XI		Assessments	B-15
Article XII		Abatement and Enjoining of Violations	B-15
Article XIII		Sale of Units	B-16
	Section 1	Sales	
	Section 2	Approval of Purchase	
	Section 3	Financing of Purchase of Units by Association	
	Section 4	Waiver of Right of Partition with Respect to Units Acquired by Association	
	Section 5	Payment of Assessments	
	Section 6	Notification of Conveyance	
Article XIV		Pets	B-17
Article XV		Conflicts	B-18
Article XVI		Transfer Fee	B-18
Article XVII		Miscellaneous	B-18
	Section 1	Corporate Seal	
	Section 2	Number and Gender	B-19
Article XVIII		Amendments	B-19
Article XIX		Fiscal Year	B-19

**BY-LAWS  
OF  
EAGLE'S NEST CONDOMINIUMS  
OWNER'S ASSOCIATION, INC.**

**ARTICLE I  
GENERAL PURPOSE, NAME AND LOCATION**

Section 1. PURPOSE: Pursuant to the Declaration of Condominium for EAGLE'S NEST CONDOMINIUMS recorded as Document No. 3375791 in the Office of the Register of Deeds, in and for Waukesha County, Wisconsin and any amendments thereto (hereinafter the "Declaration"), the following terms, conditions and provisions are adopted as the By-Laws (hereinafter the "By-Laws") of the Association of Unit Owners for EAGLE'S NEST CONDOMINIUMS (hereinafter the "Association") which shall govern the administration of all real estate and improvements subjected to the condominium form of use and ownership (hereinafter the "Subject Property") in accordance with the Declaration and the Condominium Ownership Act for the State of Wisconsin (hereinafter the "Act") as may be amended from time to time.

Section 2. NAME AND LOCATION: The name of the Association shall be EAGLE'S NEST CONDOMINIUMS OWNER'S ASSOCIATION, INC., hereafter referred to as the "Association". The principal office of the Association and the mailing address of the Association shall be W178 N9912 Rivercrest Drive, Suite 101; Germantown, Wisconsin, 53022. Meetings of Members and Directors may be held at other places within the State of Wisconsin and as may be determined from time to time.

Section 3. PERSONS SUBJECT TO BY-LAWS: These By-Laws shall govern and bind all Unit Owners, joint Owners, mortgagees and other encumbrancers and their respective heirs, personal representatives, successors, assigns, and lessees, as well as all other persons occupying or having any legal or equitable interest in the Subject Property in any way whatsoever. Failure to comply with any of the bylaws, rules, covenants, conditions or restrictions shall constitute grounds for an action to recover sums due, for damages or injunctive relief, or both, maintainable by the Association, or, in a proper case, by an aggrieved Unit Owner.

**ARTICLE II  
DEFINITIONS**

Section 1. ASSOCIATION: Shall mean and refer to EAGLE'S NEST CONDOMINIUMS OWNER'S ASSOCIATION, INC., a corporation organized pursuant to Chapter 181 Wis. Stats., an incorporated Association, its successors and assigns.

Section 2. COMMON ELEMENTS: Shall mean and refer, unless otherwise provided in the Declaration or amendments thereto, to the common areas and facilities consisting of the land and the entire premises described in the Condominium Plat, excepting the Units and excepting and subject to any structures built or improvements installed by or for public utilities.

Section 3. DECLARANT: Shall mean and refer to JBJDEVELOP, L.P., a Wisconsin limited partnership. Declarant may also be referred to as Developer. Declarant's address is W178 N9912 Rivercrest Drive, Suite 101; Germantown, WI 53022.

Section 4. DECLARATION: Shall mean and refer to the Declaration of Condominium Ownership applicable to the Subject Property to be recorded in the office of the Register of Deeds for Waukesha County, Wisconsin, and any supplements or amendments thereto as provided in said Declaration.

Section 5. MEMBER: Shall mean and refer to those persons entitled to membership as provided in the Declaration.

Section 6. REFERENCE TO DECLARATION: The terms defined or referred to in the Declaration are hereby adopted for these By-Laws (and any amendments hereto); and all terms defined by the Act are also adopted for these By-Laws except as modified, inconsistent with or otherwise defined by the Declaration or these By-Laws.

Section 7. SUBJECT PROPERTY: Shall mean and refer to that certain real property described in the Declaration of Condominium Ownership, and any supplements thereto or amendments thereof.

Section 8. UNIT: Shall mean and refer to any Unit shown upon the recorded Condominium Plat.

Section 9. UNIT OWNER shall refer to and mean the record owner of a Unit and the percentage interest in the Common Elements associated with said Unit. If there is more than one record owner, the record owner shall be deemed to be collectively referred to as the Unit Owner.

## **ARTICLE III**

### **ASSOCIATION MEMBERSHIP**

Section 1. MEMBERSHIP. Every Owner of a Unit shall be entitled and required to be a member of the Association and shall remain a member of the Association until such time as ownership of such Unit ceases, for any reason, at which time membership shall automatically cease. If title to a Unit is held by more than one person, each of such persons shall be Members. An Owner of more than one Unit shall be entitled to one membership for each such Unit owned. Each such membership shall be appurtenant to the Unit upon which it is based and shall be transferred automatically by conveyance of that Unit. No person or entity other than an Owner of a Unit or Declarant may be a Member of the Association, and membership in the Association may not be transferred except in connection with the transfer of title to a Unit; provided, however, that the rights of voting may be assigned to a Mortgagee as further security for a loan secured by a mortgage on a Unit.

## ARTICLE IV VOTING AND MEETING

Section 1. VOTING The Association shall have two (2) classes of voting members and the rights and qualifications of the Members are as follows:

(a) Class A Members:

- (i) Defined. Class A Members shall be all Unit Owners, with the initial exception of Declarant, and each Owner shall have one (1) vote for each Unit owned.
- (ii) One Membership per Unit. One (1) Class A Membership (evidenced by a Certificate of Membership in the Association, if issued) and one (1) vote shall exist for each Unit, excepting those Units owned by Declarant. An Owner shall be entitled to one (1) vote for each Unit owned, and there shall be only one vote in the Association pertaining to each Unit. If more than one person holds an interest in any Unit, the vote for such Unit shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast. There shall be no splitting of a single vote and fractional votes shall not be cast. If only one of multiple owners of a unit is present at a meeting of the Association, the owner present is entitled to cast the vote allocated to that Unit. If more than one of the multiple owners is present, and any one of them purports to cast the vote allocated to that unit on any issue without protest being made promptly by any of the other owners of such unit to the person presiding over the meeting, it shall be conclusively presumed that such voting owner had the authority to cast the vote. In the event of such a protest, if such dispute is not resolved by the multiple owners prior to the vote being completed, they shall not be entitled to cast a vote.

(iii) Membership Roster.

- (1) Every Unit shall furnish the Association with name, Unit number and current mailing address and name of the person designated to vote said Unit interest. Each Unit Owner shall be responsible for furnishing to the Secretary the information necessary for the Association to maintain an up-to-date Membership Roster, without the necessity of any inquiry or request being made by the Secretary. In the event a Unit Owner's mailing address should be changed, the Unit Owner shall notify the Association, in writing, of such change. No Unit Owner may vote at meetings of the Association until such information is furnished. The Association shall maintain a current Membership Roster showing an alphabetical list of the names of all Members entitled to notice of each meeting, which shall include the Unit Owners of each Unit, mailing addresses and the person so designated being entitled to cast a vote in person or by proxy and the name and

address of any person, firm or entity from which the Association has received proper notice of demand for notice of meetings.

- (2.) A Designee may be appointed by joint Owners of a Unit to vote and receive notices on behalf of the joint Owners and the Association shall at all times be entitled to rely upon the authority of such Designee; and all joint Owners shall be bound by the Designee's vote and other actions. The appointment of such a Designee shall be made by written notice signed by each of the joint Owners and delivered to the Secretary of the Association stating the name, address and telephone number of such Designee and that the Designee is thereby appointed to vote and receive all notices on behalf of all joint Owners of the Unit. The authority of such a Designee may be revoked or a new Designee appointed at any time by written notice delivered to the Secretary signed by all joint Owners. A designation may be changed by notice, in writing, to the Secretary of the Association signed by a majority of the persons having ownership interest in the unit.
- (3.) Pursuant to Sec. 703.10(4), Wis. Stats., in the event the Association files a Statement of Condominium Lien on a Unit for failure to pay assessments or other expenses, the Unit Owner or Owners and their Designee shall be prohibited from voting at any membership meeting unless and until the amount necessary to release said lien has been paid at the time of said membership meeting.
- (iv) Transfer of Membership. Each membership shall be appurtenant to the Unit upon which it is based and shall be transferred automatically upon conveyance of that Unit. Membership in the Association may not be transferred, except in connection with the transfer of a Unit. Upon transfer of a Unit, the Association shall, as soon as possible thereafter, be given written notice of such transfer including the name and current mailing address of the new owner or owners, identification of the Unit, date of transfer, name of the person designated to vote, and any other information about the transfer which the Association may deem pertinent and the Association shall make appropriate changes to the Membership Roster effective as of the date of said transfer.
- (v) All notices required to be given to a Unit Owner shall be deemed to have been duly given:
  - (1.) At the time of personal delivery to the Unit Owner or one of the joint Owners or the Designee of joint Owners; or
  - (2.) 72 hours after mailing within the State of Wisconsin by regular or certified mail to the Unit Owner's or Designee's mailing address shown in the Membership List.
- (b) Class B Members:
  - (i) Defined. Class B Members shall be the Declarant which shall be entitled to one (1) membership and two (2) votes for each Unit owned or to be created by Declarant, (up to 84

votes). Each Class B membership shall cease and be converted to a Class A membership upon transfer by Declarant of the Unit to which said Class B membership appertains.

- (ii) Rights of Declarant. Declarant shall be entitled to two (2) votes for each Unit owned or to be built and shall have the right, at Declarant's option, to exercise any and all powers and responsibility otherwise assigned by the Declaration, the Act or the By-Laws to the Association or its officers and Declarant shall have sufficient votes to constitute a majority of votes until Declarant's Units are sold; provided, further, that, pursuant to Sec. 703.15(c), Wis. Stats., Declarant's control shall cease the earlier of (a) ten (10) years in the case of an expandable condominium; (b) three (3) years from the date the first Unit is conveyed to any person other than Declarant or (c) thirty (30) days after the conveyance of 75% of the common element interest to purchasers. Notwithstanding the foregoing, if there is another Unit Owner other than Declarant, the Declaration may not be amended to increase the scope or period of Declarant's control. Each owner of a condominium Unit in the condominium shall be deemed by acceptance of any deed to any unit to agree, approve and consent to the right of Declarant to so control the Association.

## **ARTICLE V**

### **MEETING OF MEMBERS**

Section 1. ANNUAL MEETING: The first annual meeting of the Members shall be held prior to the conveyance of twenty-five percent (25%) of the Common Element interest to purchasers, but in no event less than within one (1) year from the date of recording of the Declaration, and each subsequent annual meeting of Members shall be held on such date as may be determined each year by the Board of Directors, provided such date shall be a date within thirty (30) days prior to the anniversary date of the first annual meeting. The purpose of each annual meeting of the Members shall be for the election of Directors and the transaction of such other business as may come before the meeting.

Section 2. SPECIAL MEETING: Special meeting of the Members shall be held whenever called by the Board of Directors or by the President and such meeting must be called by said officer and Board of Directors upon receipt of a written request signed by Members who are entitled to vote twenty-five percent (25%) of all of the votes, with such request specifying the purpose of such meeting.

Section 3. PLACE OF MEETING: Meetings of the Unit Owners shall be held at the principal office of the property or at such other suitable place convenient to the Owners as may be designated by the Board of Directors.

Section 4. NOTICE OF MEETINGS: Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or other person authorized to call a meeting, by delivering written notice, either personally, by facsimile or by mail at least ten (10) days before such meeting to each voting Member entitled to vote thereat, last appearing on the books of the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting. In lieu of such notice, waivers may be accepted from all Unit Owners.

Section 5. QUORUM: The presence at the meeting, in person or by proxy, of twenty-five percent (25%) of the Units entitled to cast votes shall constitute a quorum for any action except as otherwise provided in the Declaration or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented. If a quorum is present at such an adjourned meeting, any business may be transacted which might have been transacted at the meeting as originally noticed.

Section 6. PROXIES: All proxies shall be in writing and filed with and delivered to the Association pursuant to the Declaration. Every proxy shall be effective for a maximum period of one hundred eighty (180) days (unless granted to a Mortgagee), shall be revocable and shall automatically cease upon conveyance by the Member of said Member's Unit.

Section 7. ACTION BY WRITTEN CONSENT:

(a) Pursuant to Sec. 181.0704, Wis. Stats., Members may take action by written consent without a meeting if said action is approved by at least 80% of those Members entitled to vote. The action must be evidenced by one or more written consents describing the action taken, signed by the required number of Members and delivered to the Association for inclusion in the minutes or filing with the Association records. All signatures on the written consent shall be dated and, in determining whether the required number of Members have signed the consent, only those signatures dated after the date of the most recent meeting of the Members may be counted.

(b) If not otherwise determined under Section. 181.0160 or 181.0707, Wis. Stats., the record date for determining Members entitled to take action without a meeting is the date on which the first Member signs the consent under this Article.

(c) A consent signed under this Section has the effect of a meeting vote and may be described as such in any document filed with the Association.

(d) Written notice of Member approval under this Section shall be given to all Members who have not signed the written consent. If written notice is required, Member approval under this Section shall be effective ten (10) days after such written notice is given.

Section 8. ACTION BY WRITTEN BALLOT.

(a) Any action that may be taken at an annual, regular or special meeting of Members may be taken without a meeting if the Association delivers a written ballot to every Member entitled to vote on the matter.

(b) A written ballot shall set forth each proposed action and provide an opportunity to vote for or against each proposed action.

(c) Approval by written ballot under this Section shall be valid only when the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting authorizing the action, and

the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot.

- (d) A solicitation for votes by written ballot shall include all of the following:
  - (i) The number of responses needed to meet the quorum requirements.
  - (ii) The percentage of approvals necessary to approve each matter other than election of directors.
  - (iii) The time by which a ballot must be received by the Association in order to be counted.

(e) A written ballot may not be revoked unless written notice of said revocation is received by any Director or the Secretary of the Association prior to the actual vote on the proposed action.

Section 9. MAJORITY OF UNIT OWNERS: As used in these By-Laws the term "majority of Unit Owners" shall mean those Unit Owners having more than fifty percent (50%) of the total authorized votes of all Unit Owners present in person or by proxy and voting at any meeting of the Unit Owners. The act of a majority of the votes at any meeting at which a quorum is present shall be the act of the Association, unless a greater percentage is required under the Act, the Declaration, or these By-Laws.

Section 10. ORDER OF BUSINESS: The order of business at all meetings of the Unit Owners shall be as follows:

- (a) Roll call.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading of minutes of preceding meeting.
- (d) Reports of officers.
- (e) Report of committees.
- (f) Election of Directors (when applicable).
- (g) Unfinished business.
- (h) New business.

Section 11. PARLIAMENTARY PROCEDURE: Except where inconsistent with these By-Laws, meetings of the Association shall be conducted in accordance with the latest revised edition of "Roberts Rules of Order".

Section 12. DECLARANT'S CONTROL: Except as provided in these By-Laws, Declarant, or a person or persons authorized by it may appoint and remove the officers of the Association and exercise powers and responsibilities of the Association; provided, however, that such control shall cease the earlier of three (3) years from the date the first Unit is conveyed to a purchaser other than Declarant or thirty (30) days after the conveyance of 75% of the common element interest to purchasers.

Section 13. RIGHTS OF DECLARANT PRIOR TO TRANSFER: As long as the Declarant shall own any Unit except for a Unit which Declarant is using as a office, Declarant may use the Common Elements and facilities and any



unsold Units on such condominium property as may facilitate the completion and sale of all Units contemplated thereon, including, but not limited to, in connection therewith, maintaining a sales office, maintaining a model unit, showing of property and erecting and maintaining signs of the Common Area.

## **ARTICLE VI**

### **BOARD OF DIRECTORS**

Section 1. APPOINTMENT AND ELECTION OF INITIAL BOARD OF DIRECTORS: The affairs of this Association shall be managed by a Board of Directors. Such Board shall be created and its member appointed or elected, as the case may be, as follows:

- (a) The initial Board of Directors shall consist of three (3) persons, appoint by Declarant, who need not be members of the Association, to serve until control of the Association passes to the Unit Owners pursuant to terms of the Declaration.
- (b) Notwithstanding the foregoing and pursuant to Sec. 703.14(2)(c)2, prior to the conveyance twenty-five percent (25%) of the Common Element interest to purchasers, an Association meeting shall be held and the Unit Owners other than Declarant shall elect at least twenty-five percent (25%) of the Board of Directors. Prior to the conveyance of fifty percent (50%) of the Common Element interest to purchasers, an Association meeting shall be held and the Unit Owners other than Declarant shall elect at least one-third (1/3) of the Board of Directors. For purposes of the foregoing, the calculation of percentage of Common Element interest conveyed to purchasers shall be based on the percentage of undivided interest conveyed to purchasers shall be based on the percentage of undivided interest appertaining to each unit, including but not limited to any and all units not yet annexed to the project which Declarant has the right to annex pursuant to the Declaration.

Section 2. NUMBER AND QUALIFICATION OF DIRECTORS. After control of the Association passes to the Unit Owners pursuant to terms of the Declaration, the Board of Directors shall consist of three (3) persons. The Directors shall be to be classified with respect to the terms for which they severally hold office as set forth in this Article. Not more than one member of the Board of Directors may be a person is not a member of the Association. In the event that any member of the Association is not a natural person, the appointee of such member of the Association may be a member of the Board of Directors, and such appointee shall not constitute a non-member for purposes of the foregoing provision.

Section 3. ELECTION AND TERM OF OFFICE: (a) At the first annual meeting of the Association after Association control passes to the Unit Owners, the members shall elect three (3) directors to the classified with respect to the terms for which they hold office by dividing them into three (3) classes as follows:

- (i) One Director whose term will expire at the first annual meeting of the Association after said Director's election, or at such time as said Director's successor is duly elected and qualified (Class "A" Director).

- (ii) One Director whose term will expire at the second annual meeting of the Association after said Director's election, or at such time as said Director's successor is duly elected and qualified (Class "B" Director).
  - (iii) One Director whose term will expire at the third annual meeting of the Association after said Director's election, or at such time as said Director's successor is duly elected and qualified (Class "C" Director).
- (b) The successors to the class of directors whose terms expire as set forth above shall be elected to hold office for a term of three (3) years or until their successors are duly elected and qualified, or until any of said Directors shall have been removed in the manner hereinafter provided, so that the term of one class of Directors shall expire in each year.
- (c) Any person interested in serving on the Board of Directors must notify the Board of Directors, in writing, of their interest at least thirty days prior to the annual meeting. The list of nominees shall be mailed with the notice of the annual meeting and the election shall be held at such annual meeting.

Section 4. REMOVAL: At any meeting of the membership, or at any special meeting of the membership called for that purpose, any one or more of the Directors may be removed with or without cause by a majority of the votes of the membership present or represented at such meeting, provided a quorum is in attendance, and a successor may then and there be elected to fill the vacancy thus created.

Section 5. VACANCIES. Vacancies on the Board of Directors caused by any reason other than the removal of a Director by a vote of the members shall be filled by a vote of the majority of the remaining Directors, even though they may constitute less than a quorum, and each person so elected shall be a Director until a successor is elected at the next annual meeting of the members at which that class of Directors is to be elected.

Section 6. ANNUAL MEETING AND NOTICE: An annual meeting of the Board of Directors shall be held immediately after, and at the same place as, the annual meeting of the members, for the purpose of election of officers and transacting such business as may come before the meeting. Notice of the regular annual meeting of the Board of Directors shall not be required.

Section 7. REGULAR MEETINGS AND NOTICE: The Board of Directors may provide by resolution for regular or periodic meetings of the Board, to be held at a fixed time and place, and upon the passage of any such resolution, such meetings shall be held at the stated time and place without the necessity of notice other than such resolution. Regular meetings may further be called by the President or by any two Directors upon not less than 7 days written notice to each Directors, given personally or by mail or facsimile transmission.

Section 8. SPECIAL MEETINGS: Special meetings of the Board of Directors shall be held when called by the President or Secretary of the Association, or by two (2) Directors, after not less than seventy-two (72) hours notice to each Director, such notice shall be given personally, by fax or by mail, which notice shall state the time, place and purpose of such meeting.

Section 9. QUORUM: A majority of the Directors in office immediately preceding the commencement of a meeting shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board. If there is less than a quorum present at any meeting of the Board, no business shall be transacted; however, the majority of those present may adjourn the meeting from time to time without further notice if such adjourned meeting (at which a quorum is present) is held within ten (10) business days after the meeting originally scheduled. If a quorum is present at an adjourned meeting, any business may be transacted which might have been transacted at the meeting as originally noticed or scheduled.

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 said Director of the time and place thereof. 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. ACTION TAKEN WITHOUT A MEETING: Pursuant to Sec. 181.0821, Wis. Stats., the Directors shall have the right to take any action in the absence of a meeting which said Directors could take at a meeting by obtaining the written approval of all the Directors then in office. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

Section 12. COMPENSATION: No Director shall receive compensation for any service said Director may render to the Association as such. However, any Director may be reimbursed for said Director's actual expenses incurred in the performance of said Director's duties.

Section 13. BONDS: The Board of Directors may require that some or all officers and/or employees of the Association handling or responsible for Association's funds shall furnish adequate fidelity bonds. The premiums on any such bonds shall be paid for by the Association.

Section 14. POWERS OF THE BOARD OF DIRECTORS: In addition to other powers as shall be necessary for the administration of the affairs of the Association and is allowed by the Act, the Declaration, the Articles of Incorporation and these By-Laws, the Directors shall have the power to:

- (a) Adopt budgets for revenues, expenditures and reserves and levy and collect assessments for common expenses from Unit Owners;
- (b) Employ and dismiss employees and agents;
- (c) Adopt and publish rules and regulations governing the use of the Common Elements and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;
- (d) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved by Declarant prior to transfer of control of the affairs of the Association to the Association and not reserved to the Membership by other provisions of these By-Laws or the Declaration;

- (e) Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties;
- (f) Sue on behalf of all Unit Owners;
- (g) Foreclose the lien against property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same;
- (h) Adopt and amend rules and regulations covering the details of the operation and use of the property;
- (i) Open bank accounts on behalf of the property and to designate the signatories required therefor;
- (j) Purchase, lease, or otherwise acquire in the name of the Association, or its agent, corporate or otherwise, on behalf of all Unit Owners, Units offered for sale or lease or surrendered by the Owners to the Association;
- (k) Purchase Units at foreclosure or other judicial sales in the name of the Association, or its agent, corporate or otherwise, on behalf of all Unit Owners;
- (l) Sell, lease, mortgage, vote the votes appurtenant to (other than for the election of Directors), or otherwise dealing with Units acquired by the Association;
- (m) Organize corporations to act as agents of the Association in acquiring title to or leasing of Units on behalf of all Unit Owners.
- (n) Create any committees to assist in the management and operation of the Association. The number of members on any committee created shall be determined by the Board of Directors at the time of the creation of said committee.
- (o) Borrow money and acquire and convey property on behalf of the Association, provided, however, that any single Association loan, acquisition, or conveyance, involving the sum of \$10,000.00 or more, shall first be approved by majority vote of the membership at an annual or special meeting called for such purpose.
- (p) Obtain combined insurance protection for the Association and the Unit Owner's individual Units.

Section 15. DUTIES OF THE BOARD OF DIRECTORS: In addition to other duties as shall be required by the Act, the Declaration and these By-Laws for the administration of the affairs of the Association, it shall be the duty of the Board of Directors to:

- (a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the Annual Meeting of the Members, or at any special meeting when such statement is requested in writing by fifty (50%) of the Members who are entitled to vote;

- (b) Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- (c) As provided in the Declaration, to:
  - (1) Fix the amount of the annual assessment against each Unit at least thirty (30) days in advance of each annual assessment period;
  - (2) Send written notice of each assessment to every Owner subject thereto at least ten (10) days in advance of each annual assessment period.
- (d) Issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- (e) Procure and maintain adequate liability and hazard and other insurance on property owned by the Association;
- (f) Cause all officers, members of Board and employees having fiscal responsibilities to be bonded, as it may deem appropriate;
- (g) Cause the Common Elements to be maintained;
- (h) Charge, in its discretion, reasonable fees for the use of any recreational facility which may be constructed upon the Common Elements;
- (i) Suspend the voting rights of an Owner upon the recording of a statement of condominium lien on the Owner's Unit. Such suspension of voting rights shall continue until the amount necessary to release the lien has been paid in full.
- (j) Grant easements through or over Common Elements;
- (k) Grant or withhold approval of any action by a Unit Owner or other person which would change the exterior appearance of a Unit or any other portion of the Property;
- (l) Make contracts and incur liabilities in connection with the operation of the Property;
- (m) Pursuant to Sec. 703.15(4)(a), Wis. Stats., maintain a current Membership Roster containing the names and addresses of Unit Owners and other parties of notice to which all notices shall be sent;
- (n) Deny the right to vote at an Association meeting to any Unit Owner (i) who, as required by Sec. 703.15(4)(b), Wis. Stats., shall not have furnished to the Association the Unit Owner's name and current mailing address or (ii) pursuant to Sec. 703.10(4), Wis. Stats., who shall have had a

statement of condominium lien recorded on said Unit Owner's Unit by the Association and the amount necessary to release said lien, which has not been paid at the time of the meeting.

## **ARTICLE VII OFFICERS AND THEIR DUTIES**

At the time of the establishment of the Owner's Association, there shall be no Officers. The Board of Directors may, at their discretion and pursuant to law, elect Officers of the Corporation. Said officers and their duties shall be as follows:

- (a) The principal officers of the Association shall be a President, Vice-President, Secretary and Treasurer, to be elected annual by the Board of Directors, and such other officers as the Board of Directors may from time to time be resolution create. At any meeting of the Board of Directors at which a quorum is present, and upon the affirmative vote of a majority of the members of the Board of Directors in attendance at such meeting, any officer may be removed, either with or without cause, and said Director's successor elected. Any two or more offices, except a combination of the offices of President and Secretary and a combination of the offices of President and Vice-President, may be held by the same person.
- (b) **President.** The President shall be selected from among the members of the Board of Directors and shall be the Chief Executive Officer of the Association. The President shall preside at all meetings of the Association and of the Board of Directors and shall have the general powers and duties to sign, together with any officer designated by the Board, any contracts, checks, drafts or other instruments on behalf of the Association in accordance with the provisions herein. The President shall perform such other duties and have such other authority as may be delegated by the Board of Directors.
- (c) **Vice-President.** The Vice-President shall take the place of the President and perform the President's duties whenever the President shall be absent or unable to act. If both the President and Vice-President are unable to act, the Board of Directors shall appoint some other member of the Board to act on an interim basis. The Vice-President shall also perform such other duties as shall, from time to time, be imposed upon the Vice-President by the Board of Directors.
- (d) **Secretary.** The Secretary shall (i) keep the minutes of all meetings of the Board of Directors and of the Association; (ii) have charge of the Association's books and records, and (iii) in general, perform all duties incident to the office of the Secretary. The Secretary shall be responsible for maintaining the Membership Roster and, if so required by the Board, the issuance of membership certificates for the Association.
- (e) **Treasurer.** The Treasurer shall have responsibility for the Association's funds and shall be responsible for keeping full and accurate accounts of all receipts and disbursements and financial records and books of account on behalf of the Association. The Treasurer shall be responsible for the deposit of all monies and all valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors. The Treasurer shall

also be responsible for the billing and collection of all common and special charges and assessment made by the Association. The Treasurer shall count votes at meetings of the Association.

## **ARTICLE VIII COMMITTEES**

Declarant may appoint an Architectural Control Committee, as provided in the Declaration. In addition, the Board of Directors may appoint other committees as deemed appropriate in carrying out its purpose, including but not limited to, a Nominating Committee for the election of Members to the Board of Directors and officers of the Association.

## **ARTICLE IX LIABILITY AND INDEMNITY OF DIRECTORS AND OFFICERS**

Section 1. **LIABILITY.** No person shall be liable to the Association for any loss or damage suffered by it on account of any action taken or omitted to be taken by said Director as a Director or officer of the Association, if such person (a) exercised and used the same degree of care and skill as prudent man would have exercised or used under the circumstances in the conduct of said persons own affairs, or (b) took or omitted to take such action in reliance upon advice of counsel for the Association or upon statements made or information furnished by officers or employees of the Association which said person had reasonable grounds to believe to be true. The foregoing shall not be exclusive of other rights and defenses to which said person may be entitled as a matter of law. The Board of Directors may provide Directors' and officers' liability insurance in such amounts and such coverage as may be determined by the Board of Directors to be necessary or advisable from time to time, and the premiums on any such insurance shall be a common expense of the Association.

Section 2. **INDEMNITY:** Every person who is or was a Director or an officer of the Association (together with the heirs, executors and administrators of such person) shall be indemnified by the Association against all loss, costs, damages and expenses (including reasonable attorneys' fees) asserted against, incurred by or imposed upon said Director in connection with or resulting from any claim action, suit or proceeding, including criminal proceedings, to which said Director is made, threatened to be made a party by reason of said Director being or having been such Director or officer, except as to matters as to which said Director shall be finally adjudged in such action, suit or proceeding to be liable for gross negligence or willful misconduct. In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of gross negligence or willful misconduct in the performance of said Director's duty as such Director or officer in relation to the matter involved. The Association, by its Board of Directors, may indemnify in like manner, or with any limitations, taken or not taken in said Director's capacity as such employee. The foregoing rights of indemnification shall be in addition to all rights to which officers, Directors or employees may be entitled as a matter of law.

## **ARTICLE X BOOKS AND RECORDS**

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Members or any Mortgagee. The Declaration, Articles of Incorporation and the By-Laws as well as annual reports of the Association shall be available for inspection by any Member or any Mortgagee at the principal office of the Association. Copies may be purchased at a reasonable cost.

## **ARTICLE XI ASSESSMENTS**

As more fully provided in the Declaration, each Unit Owner is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments, or installments thereof, which are not paid when due shall be delinquent. If the assessment is not paid within ten (10) days after the due date, the assessment shall bear interest from the date of delinquency at a rate of interest which is two percent higher than the rate prescribed by the Wis. Stats. to be collected upon execution upon judgments. (In lieu of charging such interest the Board may, from time to time, fix a reasonable late fee, not to exceed one month's interest, for each month or fraction thereof that such assessment is delinquent), and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs and reasonable attorneys' fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for therein by non-use of the Common Elements or abandonment of said Unit Owner's Unit. A suit to recover a money judgment for unpaid assessments hereunder may be maintainable without foreclosing or waiving the lien securing the same. If any installment of any annual assessment becomes delinquent, the privilege of paying such assessments in installments shall be terminated, the entire annual assessment for the remainder of the fiscal year shall be considered at once, without further notice, due and payable and shall be considered delinquent. If the delinquent installment is of a special assessment, the entire special assessment, shall be considered at once, without further notice, due and payable and shall be considered delinquent.

## **ARTICLE XII ABATEMENT AND ENJOINING OF VIOLATIONS**

The violation of any rule or regulation adopted by the Board of Directors, or the breach of any By-Law contained herein, or the breach of any provision of the Declaration, 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 or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, item or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board of Directors shall not thereby be deemed guilty in any manner of trespass; or (b) to enjoin, abate or remedy such structure, item or condition by appropriate legal proceedings.



## **ARTICLE XIII**

### **SALE OF UNITS**

Section 1. SALES: No Unit Owner may sell said Owner's Unit or any interest therein except by complying with the provisions of this section. A Unit Owner's sale of said Unit Owner's Unit shall include the sale of: (a) the undivided interest in the Common Elements and facilities appurtenant thereto; (b) the interest of such Unit Owner in any Units theretofore acquired by the Association, or its agent, on behalf of all Unit Owners, or the interest of the Unit Owner in the proceeds of the sale or lease thereof, if any; and (c) the interest of such Unit Owner in any other assets of the Property, hereinafter collectively called the "appurtenant interest".

Section 2. APPROVAL OF PURCHASE: The Association shall not purchase a Unit without first obtaining the approval of the majority of Unit Owners present in person or by proxy, at a special meeting called for that purpose.

Section 3. FINANCING OF PURCHASE OF UNITS BY ASSOCIATION: Acquisition of Units by the Association, or its agent, on behalf of all Unit Owners, may be made from the working capital and common charges in the hands of the Board of Directors, or if such funds are insufficient the Board of Directors may levy an assessment against each Unit Owner in proportion to said Unit Owner's ownership in the Common Elements and facilities, as a common charge, which assessment shall be enforceable in the same manner as provided herein. Alternatively, 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 to be acquired by the Association.

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 agent 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. PAYMENT OF ASSESSMENTS: No Unit Owner shall be permitted to convey, mortgage, pledge, hypothecate, sell or lease said Unit Owner's Unit unless and until said Unit Owner shall have paid in full to the Association all unpaid common and special charges theretofore assessed by the Board of Directors against said Unit Owner's Unit and until said Unit Owner shall have satisfied all unpaid liens against such Unit, except permitted mortgages.

Section 6. NOTIFICATION OF CONVEYANCE: Within five (5) days after a sale, transfer or conveyance (by land contract, mortgage or otherwise) of any legal or equitable interest in a Unit, the purchaser or mortgagee shall deliver notice to the Association stating: (a) the date of the conveyance; (b) the Unit; (c) the purchaser's or mortgagee's name and mailing address; and (d) the name and address of the Designee of such purchaser, if any; and (e) any other information as may be required under the Condominium Documents or as may be reasonably requested by the Board.

## ARTICLE XIV PETS

Section 1. PETS: (a) Animals and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept in any Unit or in any of the Common Elements, except that caged birds, fish and not more than a total of 2 small dogs, 2 cats or a combination of both up to 2 (2 small dogs, or 1 small dog and 1 cat or 2 cats) or 1 large dog may be kept as household pets by Unit Owners, provided they are not kept or maintained for commercial breeding purposes, and are kept subject to rules and regulations set forth below and such other rules and regulations which may be adopted by the Association regarding same.

(b) Pet Rules and Regulations.

(i) Size and Weight. 2 cats or 2 small dogs (under 25 pounds) or 1 large dog (under 80 pounds) shall be permitted.

(ii) Leashes. Dogs and cats shall not be permitted on the Common Elements unless on a leash and within control of a person.

(iii) Waste. The Unit Owners shall be responsible for the proper disposal of the pet's waste, without regard to their control over the pet at the time or location of the waste.

(iv) Exercise. If the Board designates an area of the Common Element as a "pets area," then pets shall be exercised only within this area. Such designation shall not operate to diminish the Unit Owner's responsibility under (iii) hereof.

(v) Behavior. Unit Owners are responsible for the behavior of pet occupying their Unit and any handler thereof.

(vi) Housing. Pets shall be housed exclusively within Units. No exterior pens or cages shall be allowed.

(vii) Licenses. Pets shall be licensed by the municipality if required, and a copy of such license shall be furnished to the Association within 10 days after issuance by the municipality.

(viii) Noises. All pets shall be maintained in a manner as to keep any noise at a minimum level which, in any event, must not be an unreasonable annoyance to the other condominium residents.

(ix) Insurance. No dogs or cats shall be allowed unless the Unit Owner provides continuous proof to the Association, in the form of an insurance binder or policy, confirming that the Unit Owner has liability insurance in effect providing coverage for actions of the pet. Uninsured dogs and cats and uninsurable dogs and cats are prohibited.

(c) Any violation of the foregoing shall constitute cause for the Association to require and order that the Unit Owner remove the pet which is the subject of the violation(s).

## **ARTICLE XV CONFLICTS**

These By-Laws are set forth to comply with the requirements of the Wisconsin Condominium Unit Ownership Act. In case there is any conflict between the provisions of these By-Laws, the Act, the Declaration, the Plat or the Articles, the following shall apply:

- (a) The provisions of the Act control over the provisions of the Declaration, the Plat, and the By-Laws;
- (b) The provision of the Declaration control over the provisions of the Plat, the By-Laws and the Articles;
- (c) The provisions of the Plat control over the provisions of the By-Laws and the Articles;
- (d) The provisions of the Articles control over the provisions of these By-Laws.

## **ARTICLE XVI TRANSFER FEE**

The Condominium Association may charge a reasonable fee to a Unit Owner upon the sale of a Unit. This fee may be determined from time to time by the Board of Directors of the condominium Association as a part of the rules and regulations. The transfer fee shall not be charge on initial sales by the Developer.

## **ARTICLE XVII MISCELLANEOUS**

Section 1. CORPORATE SEAL: The Association shall not have a seal; and where a seal is required, there may be a notation thereon to the effect that the Association has no seal.

Section 2. NUMBER AND GENDER: Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

## **ARTICLE XVIII AMENDMENTS**

These By-Laws may be amended, altered or replaced by an instrument (i) signed by Declarant alone at any time prior to the conveyance of twenty-five (25%) percent of the Units, provided, however, that such amendment shall not substantially alter any of the rights or obligations of the Owners and/or Members and (ii) thereafter, at any meeting of the members, called for such purpose, in the manner required by law at the time of the Amendment. As of the date of the formation of the Association, Sec. 703.10(5), Wis. Stats., provides that the By-Laws may be amended by the affirmative vote of Unit Owners having sixty-seven percent (67%) or more of the votes in the Association.

Notwithstanding the foregoing, no amendment, repeal or alteration of these By-Laws shall alter or abrogate the rights of Declarant as contained in these By-Laws.

## **ARTICLE XIX FISCAL YEAR**

The fiscal year of the corporation shall be the annual periods beginning January 1st and ending December 31st, or such other fiscal year as the Board of Directors may, from time to time, designate.

**ARTICLES OF INCORPORATION  
OF  
EAGLE'S NEST CONDOMINIUMS  
OWNER'S ASSOCIATION, INC.**

**TABLE OF CONTENTS**

Article 1	Name of Corporation	C-1
Article 2	Existence Perpetual	C-1
Article 3	Definitions	C-1
Article 4	Purposes	C-1
Article 5	Members	C-2
Article 6	Powers	C-3
Article 7	Principal Office and Registered Agent	C-3
Article 8	Directors	C-3
Article 9	Names and Addresses of Initial Board of Directors	C-3
Article 10	Voting Rights	C-3
Article 11	Stock, Dividends, Dissolution	C-3
Article 12	Amendment	C-4
Article 13	Name and Address of Incorporator	C-4
Exhibit A	Legal Description	C-5



# LADEWIG, RECHLICZ & IGGENS, LLP

ATTORNEYS AND COUNSELORS AT LAW

N88 W15125 MAIN STREET • MENOMONEE FALLS • WISCONSIN 53051-3133 • (262) 251-2245 • FAX: (262) 251-2587

RICHARD A. RECHLICZ ♦ WILLIAM G. LADEWIG ♦ SHARON K. IGGENS

October 18, 2005

Department of Financial Institutions  
Corporation Division  
P.O. Box 7846  
Madison, WI 53707-7846

CLIENT'S COPY

Re: Eagle's Nest Condominiums Owner's Association, Inc.  
Our File No. 05-4 (H)

Gentlepersons:

Enclosed please find duplicate originals of the Articles of Incorporation for Eagle's Nest Condominiums Owner's Association, Inc.

I have enclosed check number 18740 in the amount of \$35.00 made payable to the Department of Financial Institutions as and for payment of the required filing fee.

If you should have any questions, please do not hesitate to contact me. I thank you for your courtesies in this matter.

Very truly yours,

**LADEWIG, RECHLICZ & IGGENS, LLP**

Richard A. Rechlicz

RAR:lab  
Enclosures

United States of America

State of Wisconsin

DEPARTMENT OF FINANCIAL INSTITUTIONS



## NOTIFICATION OF REPORTING REQUIREMENTS

provided pursuant to sec. 181.0203(3), Wis. Stats.

### **Regulation of Charitable Organizations.**

A nonstock, non-profit corporation operating as a "charitable organization" and soliciting contributions, may be subject to regulation under sec. 440.42 of the Wisconsin Statutes and may be obliged to register and file reports with the Department of Regulation and Licensing.

Information on the annual registration requirement, registration statement, annual financial report, audit requirement, acceptance of other information, exemptions from registration, reporting tax exemption or organizational changes, contracts and contribution limits may be obtained from the

Department of Regulation and Licensing  
Bureau of Direct Licensing and Real Estate  
P O Box 8935  
Madison Wisconsin 53708-8935  
Phone (608) 266-5511, Extension 441 or 442

2005 OCT 19 AM 8:58  
STATE OF WISCONSIN

ARTICLES OF  
INCORPORATION  
OF  
EAGLE'S NEST CONDOMINIUMS  
OWNER'S ASSOCIATION, INC.

Executed by the undersigned for the purpose of forming a Wisconsin corporation under Chapter 181 of the Wisconsin Statutes, WITHOUT STOCK AND NOT FOR PROFIT.

The undersigned, being an adult resident of the State of Wisconsin acting as incorporator under the Wisconsin Nonstock Corporation Law, Chapter 181 of Wisconsin Statutes, adopts the following Articles of Incorporation:

ARTICLE 1  
Name

The name of the Association is EAGLE'S NEST CONDOMINIUMS OWNER'S ASSOCIATION, INC.

Return To: Richard A. Rechlicz, Esq.  
Ladewig, Rechlicz & Iggens, LLP  
N88 W15125 Main Street  
Menomonee Falls, WI 53051

ARTICLE 2  
Period of Existence

The period of existence shall be perpetual.

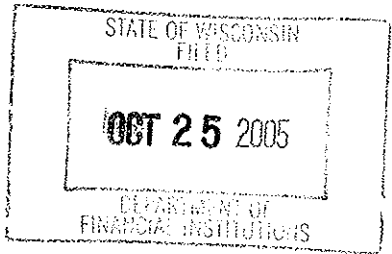
ARTICLE 3  
Definitions

The Undersigned hereby adopts and incorporates herein by reference as though fully set forth herein at length, the "Definitions" as set forth in Section 703.02, Wis. Stats. (1993-94).

ARTICLE 4  
Purposes

The purposes shall be as follows:

- (a) To provide for maintenance, preservation and architectural control of the Common Elements within that certain tract of property located in the Town of Brookfield; Waukesha County, Wisconsin and specifically described in Exhibit A attached hereto and incorporated herein; and to promote the health, safety and welfare of the occupant within said property;
- (b) To fix, levy, collect and enforce payment by any lawful means of all charges or assessments pursuant to the terms of the Declaration of Condominium Ownership; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;





- (c) To acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, rent, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;
- (d) To exercise all of the powers and privileges and to perform all of the duties and obligations of this Association as set forth in said Declaration of Condominium Ownership which is to be recorded in the office of the Register of Deeds for Waukesha County, Wisconsin;
- (e) To serve as an association of unit owners who own real estate and improvements under the condominium form of use and ownership (such real estate and improvements hereinafter sometimes referred to as "condominium property"), as provided in the Condominium Ownership Act under the laws of the State of Wisconsin and subject to the terms and conditions of the Condominium Declaration for EAGLE'S NEST CONDOMINIUMS, as recorded in the Office of the Register of Deeds for Waukesha County, Wisconsin (hereinafter referred to as "Declaration");
- (f) To borrow money, and with the assent of seventy-five percent (75%) of voting members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;
- (g) To dedicate, sell or transfer all or any part of the Common Elements to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by all of the Unit Owners and their Mortgagees, where applicable, pursuant to Section 703.13(4), Wis. Stats.
- (h) To participate in mergers and consolidations with other unincorporated associations or nonprofit corporations organized for the same purposes provided that any such merger or consolidation shall have the assent of seventy-five percent (75%) of voting members;
- (i) To engage in lawful activity within the purposes for which a nonstock, non-profit corporation may be organized and to have and to exercise any and all powers, rights and privileges a Wisconsin nonstock, non-profit corporation may now or hereafter have or exercise, all under Chapter 181, Wis. Stats.

## ARTICLE 5 Members

The corporation shall initially have two classes of voting membership. The designation of such classes, and the respective rights and qualifications of the two classes of membership shall be as set forth in the By-Laws of the corporation. The corporation may, as set forth in the By-Laws of the corporation, issue certificates evidencing membership in the corporation.

Every Owner of a Unit shall be entitled and required to be a member of the Association. If title to a Unit is held by more than one person, each of such persons shall be members. An Owner of more than one Unit shall be entitled to one membership for each such Unit owned by him. Each such membership shall be appurtenant to the Unit upon which it is based and shall be transferred automatically by conveyance of that Unit. No person or entity other than an Owner of a Unit or Declarant may be a member of the Association, and membership in the Association may not be transferred except in connection with the transfer of title to a Unit; provided, however, that the rights of voting may be assigned to a Mortgagee as further security for a loan secured by a mortgage on a Unit.

ARTICLE 6

Powers

The corporation shall have all of the powers of a nonstock corporation as presently enumerated in the Wisconsin Nonstock Corporation Law, Chapter 181 of the Wisconsin Statutes and all powers of an association, absolute and conditional, as presently enumerated in the Condominium Ownership Act, Chapter 703 of the Wisconsin Statutes and as statutes may be hereafter amended.

ARTICLE 7

Principal Office and Registered Agent

The location of the initial principal office of the corporation shall be W178 N9912 Rivercrest Drive, Suite 101; Germantown, WI 53022-4645, and the initial registered agent at such address shall be JBJDEVELOP, ~~LLP~~ LIMITED PARTNERSHIP

ARTICLE 8

Directors

The number of Directors of the corporation shall be as fixed in the By-Laws but in no event shall be less than three (3), who need not be members of the Association. The manner in which directors shall be elected, appointed or removed shall be provided in the By-Laws.

ARTICLE 9

Names and address of initial Board of Directors

Theresa M. Weitermann	W178 N9912 Rivercrest Drive, Ste 101; Germantown, WI 53022
Brian J. Bence	W178 N9912 Rivercrest Drive, Ste 101; Germantown, WI 53022
Scott J. Bence	W178 N9912 Rivercrest Drive, Ste 101; Germantown, WI 53022

ARTICLE 10

Voting Rights

All Owners of a Unit shall be entitled to one (1) vote for each Unit owned. When more than one person holds an interest in any Unit the vote for such Unit shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any Unit. Vote shall not be cast as split or fractional votes. Prior to the time of any meeting at which a vote is to be taken, all co-owners shall file the name of the voting co-owner with the Secretary of the Association in order to be entitled to a vote at such meeting, unless such co-owners have filed a general voting authority with the Secretary applicable to all votes until rescinded.

The Declarant shall be entitled to two (2) votes for each Unit owned; provided, however, that notwithstanding the foregoing provisions for voting, the Declarant shall have sufficient votes to constitute a majority of votes until all its Units are sold; provided, further, that Declarant's control shall cease three (3) years after the first Unit is conveyed to a purchaser other than the Declarant, or thirty (30) days after the conveyance of seventy-five percent (75%) of the Units, whichever time is earlier.

ARTICLE 11

Stock, Dividends, Dissolution

The Association may be dissolved with the assent of seventy-five percent (75%) of the votes as provided in "Voting Rights" above. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be

dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

The corporation shall not have or issue shares of stock, no dividend shall ever be paid to members of the Association, and no part of the assets or surplus of the corporation shall be distributed to its members, directors or officers, except upon dissolution of the corporation. The corporation may pay compensation in reasonable amounts to employees, members, directors or officers for services rendered, except as limited in the By-Laws, and may confer benefits upon its members in conformity with its purpose.

ARTICLE 12  
Amendment

These articles may be amended in the manner authorized by law at the time of amendment.

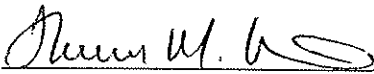
ARTICLE 13  
Name and Address of Incorporator

The name and address of the incorporator is:


NAME	ADDRESS
Theresa M. Weitemann	W178 N9912 Rivercrest Drive, Suite 101 Germantown, WI 53022

Executed in duplicate on the 18th day of October, 2005.

All incorporators  
SIGN HERE

  
\_\_\_\_\_  
Theresa M. Weitemann

Signature of Theresa M. Weitemann authenticated this 18th day of October, 2005.

  
\_\_\_\_\_  
Richard A. Rechlicz  
Member, State Bar of Wisconsin  
State Bar No. 1016926

This Document Was Drafted By:

Richard A. Rechlicz, Esq.  
LADEWIG, RECHLICZ & IGGENS, LLP  
N88 W15125 Main Street  
Menomonee Falls, WI 53051  
(262) 251-2245

## Exhibit A

### Legal Description

Lot 1 of CERTIFIED SURVEY MAP NO. 9888, being a part of the Southeast 1/4 of the Southeast 1/4 of Section 29, Township 7 North, Range 20 East, in the Town of Brookfield, Waukesha County, Wisconsin.

Tax Key No. BKFT-1124-974

**PROJECTED BUDGET  
FOR  
EAGLE'S NEST CONDOMINIUMS  
OWNER'S ASSOCIATION, INC.**

Lawn/Snow Care & Salting	\$15,120.00
Common Electricity	\$1,575.00
Insurance	\$22,494.00
Common Sewer & Water	\$11,641.00
(excludes individual units which are separately metered)	
Fire Protection/Sprinkler System	\$14,560.00
Legal & Accounting & Office Expense	\$600.00
Management Fee	\$0.00
Maintenance, Repairs, Supplies, Landscape repairs and mulch updates	\$5,017.00
Asphalt Seal Coating - done every 2 years	\$2,073.00
Trash Service - by City	\$0.00

The foregoing projected budget is based on the Declarant's assessment of the costs and expenses to be incurred by the Association as of the date of drafting. This assessment is based on costs and expenses, where available, and on the Declarant's assessment estimates where information is not available. In Declarant's opinion the proposed budget is reasonable and adequate, under existing circumstances, and the estimated annual assessment will be sufficient to meet the normal anticipated operating expense of the Association in its initial year of operation. However, because of the possibility of unforeseen changes in the economy, or increases or decreases in the expenses of operation, this projected budget is not intended to be a representation, guarantee or warranty of any kind whatsoever or an assurance that the actual expenses and income of the Association for any period of operation may not vary from the amounts shown in the projected budget or that the Association may not incur additional expenses, or that the annual assessment for any period may not vary from the amount shown in this projected budget. The Association's Board of Directors may provide for reserves not reflected in this budget. It may be expected, based on current trends, that such items as maintenance, repair, labor, insurance premiums and other related expenses will change in the future.

Based on the projected budget, the estimated assessment per Unit is \$1,740.00 payable in monthly installments of \$145.00.