

DECLARATION
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DECLARATION OF CONDOMINIUM
OF
FORESTWALK CONDOMINIUMS

THIS DECLARATION is made and entered into by ForestWalk, LLC (the "Declarant"), pursuant to Chapter 703 of the Wisconsin Statutes, the Condominium Ownership Act, as the same may be amended, renumbered or renamed from time to time (the "Act").

WITNESSETH:

Declarant owns certain real property (the "Property"), described on Exhibit A appended hereto. Declarant intends to improve that portion of the Property described on Exhibit A as Phase I by constructing thereon one (1) multi-family building (the "Building") containing a total of eight (8) dwelling units, together with certain other improvements in connection therewith. That portion of the Property described on Exhibit A as Unit 18155 has been improved with a multi-family building containing a total of three (3) dwelling units, a garage, and other improvements in connection therewith. Phase I, together with all buildings and improvements constructed on Phase I, and Unit 18155, together with all buildings and improvements constructed on Unit 18155, is hereinafter called the "Condominium."

Declarant intends by this Declaration to submit the Property and improvements to the condominium form of ownership under the Act and further desires to establish, for its own benefit and that of all future owners and occupants of the Condominium, certain easements, rights, restrictions and obligations with respect to the ownership, use and maintenance of the Condominium on the terms and conditions hereinafter set forth.

The name of the Condominium shall be "ForestWalk Condominiums." The address of the Condominium is as set forth on attached Exhibit C.

This Declaration contemplates an "expandable" condominium which may include two (2) additional buildings containing not more than an additional sixteen (16) dwelling units.

NOW, THEREFORE, Declarant, the fee owner of the Property, by this Declaration hereby (i) submits the Property and the improvements, subject to taxes and assessments not yet due and payable, municipal and zoning ordinances, recorded easements and restrictions, if any, and all other matters of record, to the condominium form of use and ownership as provided in the Act and this Declaration; (ii) establishes and imposes the following provisions, restrictions, conditions, easements 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 on Declarant, its successors and assigns, and all subsequent owners and occupants of all or any part of the Condominium.

ARTICLE I

DIVISION OF CONDOMINIUM INTO SEPARATE FREEHOLD ESTATES

Declarant divides the Condominium into the following separate freehold estates:

1. One separate freehold estate called Unit 18155, consisting of the real property described in Exhibit A as Unit 18155, including the space and area above and below the surface of said real property and all buildings and improvements constructed thereon. The owner of Unit 18155 shall have the right to submit Unit 18155 at any time to separate condominium ownership under the Act in accordance with Article XIX of this Declaration. However, in no event may Unit 18155 contain more than three condominium units unless the Town of Brookfield approves all of the Property for more than 27 condominium units.

2. Eight (8) separate freehold estates (collectively called the "Units" and individually called a "Unit"), consisting of the space or area of a Building contained within the boundaries of each such Unit as follows:

a. The vertical boundaries shall be the interior undecorated surfaces of the perimeter walls of the Unit on each floor or floors of the Unit.

b. The horizontal boundaries shall be: (i) lower boundary - the plane or planes of the upper surface of the base level floor or floors; and (ii) upper boundary - the plane or planes of the interior undecorated ceilings.

c. All windows, window frames, doors, door frames including all glass and locks in windows and doors, shall be considered a part of the Unit.

d. Each garage shown on Exhibit D shall be a part of the Unit to which it has immediate access as shown on Exhibit D.

Notwithstanding anything to the contrary contained herein, the terms "Unit" and "Units" when used in this Declaration shall not include Unit 18155.

3. A freehold estate in the "Common Elements" of the Condominium as hereinafter described.

4. The Expansion Real Estate described on Exhibit E shall have a non-exclusive easement of ingress and egress across the private drive as shown on the site map and survey appended hereto as Exhibit B.

ARTICLE II

DESCRIPTION AND LOCATION OF THE BUILDINGS AND UNITS

The Buildings and other improvements are shown on the site map and survey appended hereto as Exhibit B.

The respective addresses of the Units and Unit 18155 are described on Exhibit C appended hereto.

The Units, their respective designations and locations within the Building and the Common Elements to which the Units have access are shown on the Floor plans of the Condominium appended hereto as Exhibit D.

Each Unit, the General Common Elements and Unit 18155 shall be separately metered for utilities. Trash and snow management, general landscaping and maintenance shall be common expenses of Phases I, II, and III of the Condominium. Trash and snow management, general landscaping and maintenance for Unit 18155 shall be the responsibility of the owner of Unit 18155.

ARTICLE III

DESCRIPTION OF COMMON ELEMENTS AND GENERAL COMMON ELEMENTS

The Common Elements shall consist of all of the Condominium improvements, areas, fixtures, equipment and facilities except the individual Units. The Common Elements are divided into different types, known as the General Common Elements and the Limited Common Elements. The General Common Elements shall consist of all of the Common Elements, except the Limited Common Elements as described below.

The utility meters, fire protection equipment, lawn sprinkling system drain and valve assembly, pumps and equipment which service the Building and Common Elements and are situated within a garage of a Unit shall be a part of the General Common Elements. The Owner of any Unit containing said General Common Elements shall permit the professional property manager, management company or managing agent employed by the Association or any other person authorized by the Association to enter the garage of the Unit for the purpose of gaining access to said General Common Elements. The President of the Association and such person or persons employed or authorized by the Association shall have a key to said garage.

ARTICLE IV

DESCRIPTION OF LIMITED COMMON ELEMENTS

The Limited Common Elements are reserved for the exclusive use of the owner or occupant of the Unit to which they are appurtenant. The Limited Common Elements consist of the outside deck, balcony, and/or patio immediately adjacent and appurtenant to each Unit to which it has access by a door from the Unit and that portion of the driveway immediately adjacent and appurtenant to the garage door to each Unit.

ARTICLE V

PERCENTAGE OF OWNERSHIP IN COMMON ELEMENTS

1. Ownership. The ownership of each Unit within Phase I shall include a 1/8th undivided interest in the Common Elements.

2. Sharing of Expenses and Surpluses. The common surpluses and expenses of the Condominium relating to Common Elements shall be shared among the owners of all Units according to the percentage of their undivided interest in the Common Elements, as expressed above or as the same may be amended pursuant to Article XIII hereof.

3. Use of Surpluses. All common surpluses of the Condominium for each fiscal year of the Association shall be credited to the reserves or replacement funds for common expenses of the Condominium for the next succeeding fiscal year or years in accordance with the percentage of undivided interest of each Unit owner in the Common Elements as aforesaid.

ARTICLE VI

ASSOCIATION OF UNIT OWNERS

1. Administration. The Condominium shall be administered by a non-profit corporation known as ForestWalk Owner's Association, Inc. (the "Association"). The Association shall be governed by a Board of Directors (the "Board of Directors"). The Board of Directors shall adopt By-Laws and Rules and Regulations in furtherance thereof.

2. Membership and Voting. Each Unit owner and the owner of Unit 18155 shall be members of the Association. One (1) vote shall appertain to each Unit within Phase I. Owners within Unit 18155 shall not be entitled to vote on any matter submitted to a vote of the members, but shall be entitled to attend meetings of the Association. Membership shall commence and terminate with ownership. The manner of sharing and casting ballots shall be set forth in the By-Laws.

3. Declarant Control. Prior to the conveyance by Declarant of twenty-five percent (25%) of the undivided interest in the Common Elements to purchasers, the Association shall hold a meeting and the Unit owners, other than the Declarant and Unit 18155, shall elect at least thirty-three percent (33%) of the Board of Directors.

4. Association Management. Subject to Article XII, the Board of Directors may employ a professional property manager, management company or managing agent on a salaried basis with such experience and qualifications and on such terms and conditions as may be acceptable to the Board of Directors. Any such agreement must be terminable without fee upon no more than ninety (90) days notice and the term thereof may not exceed three (3) years.

5. Condominium Instruments. The Association shall make available to Unit owners, the owner of Unit 18155, and to holders, insurers or guarantors of any mortgage of a Unit or Unit 18155, current copies of this Declaration, the By-Laws, Rules and Regulations and the books, records and financial statements of the Association. "Available" means available for inspection, upon request, during normal business hours or under other reasonable circumstances. "Mortgage" as used in this Declaration includes a land contract for a Unit or Unit 18155.

6. Audit. The holders of any first mortgage shall be entitled, upon written request, to an audited financial statement for the immediately preceding fiscal year of the Association prepared at the expense of such mortgagee. Such financial statement shall be furnished within a reasonable time following such request. If following any expansion, the Condominium contains more than 50 Units, such audit shall be at the Association's expense. A "first mortgage" is one which is entitled to priority over all other mortgages for such Unit, without regard to other liens and encumbrances.

7. Easements. The Association shall have the right to grant permits, licenses and easements over the Common Elements for utilities and other purposes reasonably necessary or useful for the proper maintenance or operation of the Condominium, on such terms and conditions as the Board of Directors may deem advisable. Such easements may include easements for walkways, jogging trails or bikepaths which are available for use by residents of adjacent lands owned or controlled by Declarant on the date hereof.

ARTICLE VII

MAINTENANCE, ALTERATION AND IMPROVEMENT OF CONDOMINIUM

1. Unit 18155 Owner's Responsibilities. The owner of Unit 18155 shall be responsible for all of the maintenance, repairs, and replacements of all of the landscaping and improvements within Unit 18155. All improvements made on Unit 18155 must be of the same quality and construction as the improvements presently existing on Unit 18155. The owners of Unit 18155 shall be solely responsible for trash and snow management, general landscaping, and maintenance of Unit 18155 and any buildings and improvements located thereon.

2. Unit Owner's Responsibility. The owner of each Unit shall: (a) maintain in good condition and repair and replace all of the components or installations within or used by the Unit, including but not limited to, all utility lines and installations, the heating and air conditioning systems for the Unit, electric garage door opener, fixtures, appliances, water heater, equipment, interior walls, partitions, flooring, ceilings, windows, window frames and doors, door frames, including all glass and locks in windows and doors; (b) paint and decorate the interior of the perimeter walls and all walls and surface areas within the Unit; (c) keep the patio, deck or porch appurtenant to the Unit in a clean and neat condition; (d) keep and maintain in good and orderly condition its Limited Common Elements; (e) repair and replace any portion of the Common Elements damaged through the fault or negligence of such owner or such owner's family, guests or invitees or any other occupants of the Unit; and (f) see to it that all trash and other waste disposed of by the owners or occupants of their Unit is properly disposed of only in enclosed and securely covered trash containers. Notwithstanding the above, repairs to Common Elements shall be effected by the Association but paid for by the Unit owner if within this section.

3. Association Responsibility. The Association shall maintain in good condition and repair, replace and operate all of the Common Elements, except as provided above. The owner of the Expansion Real Estate shall be assessed and pay to the Association a proportionate share of the costs of maintaining the private drive as shown on Exhibit B in good condition and repair, including the costs of snow removal. Said proportionate share shall be determined in accordance with the following formula: The number of dwelling units for which occupancy permits have been issued located on the Expansion Real Estate, divided by the total number of dwelling units for which occupancy permits have been issued located on the Condominium. For example, if four (4) dwelling units which have been issued occupancy permits are located on the Expansion Real Estate and eight (8) Units have been issued occupancy permits, said proportionate share shall be one-third (4 divided by 12).

4. Structural Changes by Owners. An owner of a Unit shall make no changes within such Unit which will affect the structural soundness of a Building of which it is a part and shall promptly report to the Association any need for repairs, the responsibility for which is that of the Association.

5. Decorations; Signs; Patios and Balconies. No Unit owner shall decorate or alter the Common Elements without the consent of the Board of Directors. No owner of a Unit, except the Declarant, may erect, post or display posters, signs or advertising material on the Condominium Property, except that a Unit owner may place in the window of a Unit a temporary sign relating to the open house of a Unit for sale or lease not exceeding 18" x 24" during the time of the open house in which the Unit is actually open for inspection by prospective purchasers. No awnings, enclosures, birdfeeders, birdbaths, windchimes or other fixtures or objects, other than patio furniture, shall be installed on patios or balconies. Gas grills shall be allowed on patios and balconies on such terms and conditions as approved by the Association. Charcoal grills shall not be permitted. Patios and balconies shall not be used for storage, including the storage of motorcycles, baby carriages, bicycles, wagons, etc. or for the airing or drying of laundry, carpet, rugs or clothing. Vehicles may be parked on streets within the Condominium if and only as permitted by rules adopted by the Board of Directors pursuant to the By-Laws.

6. Structural Changes by Association. Except as reserved to the Declarant, its successors and assigns, the Association shall not make or permit any alterations to the exterior of any Building or make any other substantial alterations or additions of a structural nature or otherwise to the Common Elements without the affirmative vote of two-thirds (2/3) of the Board of Directors. In no case shall any such alterations or additions prejudice the rights of any owner of a Unit unless his written consent has been obtained.

7. Architectural Control. The Board of Directors shall establish procedures for administering requests for permission to change Common Elements. Any Board of Directors committee therefor shall have at least three (3) members and shall consider the architectural harmony of the proposed action with the existing Condominium when arriving at any decision.

ARTICLE VIII

ASSESSMENTS

1. Liability; Late Payments. The By-Laws shall set forth the manner of making and collecting assessments against the Unit owners for common expenses of the Condominium. Regular assessments and special assessments not made for violations of the provisions of this Declaration, the By-Laws or Rules and Regulations shall be made on an annual basis but shall be due and payable in monthly installments as determined by the Board of Directors. Each Unit owner shall be liable for such fractional or percentage interest of the common expenses of the Condominium as is provided in Article V hereof. Any assessment or installment not paid when due shall be delinquent and the Unit owner may be charged interest on the unpaid assessment or installment, calculated from the date when the assessment or installment was first due until the date it is paid. The Board of Directors shall establish a uniform policy with regard to the number of days that must run following the due date for interest to be charged and shall establish the rate of interest to be charged on such unpaid assessments or installments. All payments upon account shall be first applied to the interest, if any, and then to the assessment payment first due. The owner of Unit 18155 shall not be liable for any regular assessments, special assessments, or common expenses of the Condominium.

2. Liens. If a Unit owner defaults in the payment of any assessment or installment, the Association shall take appropriate measures as provided by law in accordance with the By-Laws. The lien for unpaid assessments provided in the Act shall also secure reasonable attorney's fees incurred by the Association incident to the collection of such assessment or enforcement of such lien. In any foreclosure of a lien for assessments, the owner of a Unit subject to a lien shall be required to pay a reasonable rental for the Unit and the Association shall be entitled to the appointment of a receiver to collect the same. To the extent permitted by the Act, the lien provided therein and herein shall be subordinate to the lien of any first mortgage on a Unit.

3. Rights of Mortgagees. Any first mortgagee who obtains title to a Unit pursuant to remedies provided in the mortgage or foreclosure of the mortgage and any party purchasing the Unit in such a foreclosure shall not be liable for such Unit's unpaid installments of assessments which accrued prior to the acquisition of title to such Unit by such mortgagee or other party. The obligation of the former Unit owner to pay such assessment is not hereby extinguished.

4. Association Statements. The Association, upon ten (10) days request, shall provide a letter to the purchaser of any Unit which states the existence, if any, of outstanding general or special assessments against the owner of the Unit being sold; provided, however, that all Units conveyed by Declarant shall be deemed to be conveyed free from all such outstanding general or special assessments and no such letter shall be required or given as to such Units.

5. Initial Working Capital Fund. Each purchaser of a Unit shall advance an amount equal to two (2) months installments of the regular annual Association assessment, or such greater amount as is designated by the Board of Directors with notice of record, to the Association at the time of conveyance for the common expenses of the Association. Each advance shall be credited to such purchaser and shall be returned to such purchaser upon subsequent conveyance of the Unit and payment of a like advance by the subsequent purchaser. Amounts paid pursuant hereto are not to be considered as advance payments of installments of the regular assessments. Such working capital fund shall be kept in a segregated account.

6. First Assessment. Regular assessments shall be levied and installments thereon shall commence being due and payable on the date of recordation hereof; provided that the monthly installment shall be prorated on a daily basis. However, no assessments shall be made with respect to any Unit owned by the Declarant prior to the issuance of an occupancy permit for the Unit by the Town of Brookfield.

ARTICLE IX

RESTRICTIONS ON USE, OCCUPANCY AND TRANSFER

1. Purposes Only. Each Unit and Unit 18155 shall be occupied and used only for private dwelling purposes and for no other purposes. No trade or business shall be carried on anywhere within the Condominium, except as otherwise provided herein.

2. Leases of Units. The Declarant may lease a Unit, and the owner of Unit 18155 may lease any dwelling unit within Unit 18155, on such terms and conditions as they desire in their sole discretion. Any other owner may lease a Unit for a term of not less than six (6) months. Any lease or rental agreement must be in writing. Any person occupying a Unit or Unit 18155 with the authority of an owner shall comply with all of the provisions hereof and the By-Laws imposed on an owner and a breach of such provisions shall be deemed a breach of such lease. Each such lease shall contain a provision making a breach of any of the provisions of this Declaration or of the By-Laws of the Association a breach under the lease. No rooms in any Unit may be rented and no transient tenants may be accommodated.

3. Pets. No animals, reptiles, or birds shall be permitted within Phase I or the expansion real estate, except as hereinafter set forth. The Association may issue a permit for the keeping of any pets. Such permit shall allow the keeping of pets in accordance with rules and regulations to be established by the Board of Directors. Such permit shall be deemed a revocable license which may be revoked at any time following notice and hearing if, in the judgment of the Board of Directors, such licensed animal is or becomes offensive, a nuisance or harmful in any way

to the Condominium or those occupying or owning therein. The Association may charge an application fee to cover its administrative and enforcement costs. All permitted pets shall be housed indoors and, if allowed outdoors, shall be kept on a leash at all times while outdoors. Pets shall not be permitted on balconies at any time. Any pet excrement in common areas shall be removed immediately by the occupant of the Unit in which the pet resides. A violation of the provisions of this paragraph shall subject the Unit owner responsible for such violation to additional special assessments by the Board of Directors for the enforcement costs, including, but not limited to, reasonable attorney's fees incurred by the Association incident to the enforcement of this paragraph and the rules and regulations established by the Board of Directors.

4. No Obstructions. No owner shall cause or permit the Common Elements, except the Limited Common Elements, to be so used as to deny to other owners the full use of such portion of the Common Elements. Accordingly, there shall be no obstruction of any Common Elements. Walks and drives shall be kept clean and orderly. Junked, inoperative or unlicensed vehicles and vehicles licensed as trailers, campers, camping trucks, house trailers, snowmobiles or land vehicles or the like shall not be stored, parked or placed on the Common Elements. Licensed boats, boat trailers, vans (other than mini-vans) and trucks may be stored, parked or placed on the Condominium provided that they are so stored, parked or placed only in a garage and further provided that such storing, parking or placing does not cause an automobile or mini-van to be parked outside of a garage when but for the storing, parking or placing of the other vehicle, the automobile could have been parked in the garage. No vans (other than mini-vans) or trucks may be stored, parked or placed overnight in a driveway of the Condominium without a permit issued by the Board of Directors which permit may be issued in the discretion of the Board of Directors to permit overnight parking in areas designated by the Board of Directors. No vehicle shall occupy, park upon or otherwise block the access to or exit from another Unit or the approach thereto. No maintenance of any vehicle shall be permitted anywhere on the Condominium except that changing the oil in a vehicle and lubricating a vehicle are permitted provided that such work is done in a garage. Bicycles shall be placed only in those areas designated by the Association.

5. Waste. The unreasonable or unsightly accumulation of waste, litter, excess or unused building materials or trash is prohibited, and garbage containers shall be situated only in designated locations. No materials shall be consumed by fire in incinerators, open fires or elsewhere. Unit owners shall see to it that all trash and other waste disposed of by the owners or occupants of their Unit is properly disposed of only in enclosed and securely covered trash containers.

6. Antennas, Temporary Structures. No antennas for television or aerials for radios shall be erected on any roof or any other portion of the Condominium, except any community antennas or cable receivers erected by Declarant or the Association or any individual antennas or satellite dishes erected or installed with the prior consent of the Board of Directors. No structure, trailer, tent, shack or barn, temporary or otherwise, except for those maintained by Declarant, shall be placed or maintained on any portion of the Condominium nor shall any clothes hangers or clothesline be placed or maintained within or on the Common Elements.

7. Utility Lines. Any supply lines, waste lines, pipes, wires, conduits or public utility lines running through a Unit which serve more than one Unit shall be deemed owned as tenants in common by all Unit owners.

8. Encroachments. If any portion of the Common Elements encroaches upon a Unit or any Unit encroaches upon the Common Elements or upon any other Unit, a valid easement for the encroachment and for the maintenance of the same shall exist for so long as it stands. Minor encroachments of parts of the Common Elements due to reconstruction of a part or all of a Building shall be permitted and a valid easement for such encroachments and the maintenance thereof shall exist from the owners of Units in such Building.

9. Mutual Enjoyment. Each Unit shall be used only for such purposes and to such extent as will not overload or interfere with any Common Elements or the enjoyment thereof by the owners of other Units.

10. Noxious Activity. No use or practice shall be allowed on the Condominium which: (a) is a nuisance, or (b) is immoral or improper or offensive in the opinion of the Board of Directors, or requires any alteration of or addition to any Common Elements, or (c) is in violation of the By-Laws or Rules and Regulations of the Association, or (d) unreasonably interferes with or is an unreasonable annoyance to the peaceful possession or proper use of the Condominium by other Unit owners or occupants, including the use of musical instruments, television, or radios at such times or in such volumes of sound as to be objectionable.

11. Acts Affecting Insurance. No Unit owner or occupant shall commit or permit any violation of the policies of insurance taken out by the Board of Directors in accordance with the provisions of Article XI hereof (the "Association Policies"), or do or permit anything to be done, or keep or permit anything to be kept, or permit any condition to exist, which might (i) result in termination of any such policies, (ii) adversely affect the right of recovery thereunder, (iii) result in reputable insurance companies refusing to provide Association Policies, or (iv) result in an increase in the insurance rate or premium unless, in the case of such increase, the Unit owner responsible for such increase shall pay the same. If the rate of premium payable with respect to the Association Policies or with respect to any policy of insurance carried by any Unit owner, as permitted by the provisions of Article XI hereof, shall be increased or shall otherwise reflect the imposition of a higher rate than that applicable to the lowest-rated Unit, (a) by reason of anything that is done or kept in a particular Unit, or (b) as a result of the failure of any Unit owner or any occupant of a Unit to comply with the requirements of the Association Policies, or (c) as a result of the failure of any such Unit owner or occupant to comply with any of the other terms and provisions of this Declaration, the By-Laws or the Rules and Regulations, then the Unit owner of that particular Unit shall reimburse the Association and such other Unit owners respectively for the resulting additional premiums which shall be payable by the Association or such other Unit owners, as the case may be. The amount of any such reimbursement due the Association may without prejudice to any other remedy of the Association be enforced by assessing the same to that particular Unit pursuant to the By-Laws.

12. Legal Restrictions. No unlawful use may be made of the Condominium or any part thereof and each Unit owner and the owner of Unit 18155 shall strictly comply with all

valid laws, orders, rules and regulations of all governmental agencies having jurisdiction thereof (collectively "Legal Requirements"). Compliance with any Legal Requirements shall be accomplished by and at the sole expense of the Unit owner, owner of Unit 18155, or owners or the Association, as the case may be, whichever shall have the obligation under this Declaration to maintain and repair the portion of the Condominium affected by any such Legal Requirements. Each owner shall give prompt notice to the Board of Directors of any written notice it receives of the violation of any Legal Requirements affecting its Unit or the Condominium. Notwithstanding the foregoing provisions, any owner may, at its expense, defer compliance with and contest, by appropriate proceedings prosecuted diligently and in good faith, the validity or applicability of any Legal Requirements affecting any portion of the Condominium which such owner is obligated to maintain and repair, and the Association shall cooperate with such owner in such proceedings, provided that:

a. Such owner shall pay and shall defend, save harmless, and indemnify the Board of Directors, the Association and each other owner against all liability, loss or damage which any of them respectively shall suffer by reason of such contest and any noncompliance with such Legal Requirements, including reasonable attorneys' fees and other expenses reasonably incurred; and

b. Such owner shall keep the Board of Directors advised as to the status of such proceedings. ((i) and (ii) above collectively called the "Conditions as to Contest").

Such owner need not comply with any Legal Requirements so long as it shall be so contesting the validity or applicability thereof, provided that (a) noncompliance shall not create a dangerous condition or constitute a crime or an offense punishable by fine or imprisonment, and (b) no part of any Building shall be subject to being condemned or vacated by reason of noncompliance or otherwise by reason of such contest ((a) and (b) are called the "Conditions as to Deferral of Compliance"). The Association may also contest any Legal Requirements without being subject to the Conditions as to Contest and may also defer compliance with any Legal Requirements, but only subject to the Conditions as to Deferral of Compliance. The costs and expenses of any contest by the Association shall be a common expense.

ARTICLE X

RECONSTRUCTION AFTER LOSS

1. Reconstruction. In the event of fire, casualty or any other disaster affecting one or more Units in a Building within Phase I, Phase II, or Phase III, or other improvements on the Common Elements (the "Damaged Premises"), the Damaged Premises shall be reconstructed and repaired, unless action is taken as otherwise provided herein. Reconstruction and repair as used herein shall mean restoring the Damaged Premises to substantially the same condition they were in prior to the fire, casualty or disaster. The Association shall undertake to cause such reconstruction and repair to be accomplished within a reasonable period of time.

2. Insufficient Insurance Proceeds. If the insurance proceeds are insufficient to reconstruct or repair the Damaged Premises, then:

a. The Condominium shall be subject to an action for partition upon obtaining the written consent of at least three-quarters ($\frac{3}{4}$) of the Unit owners entitled to a vote. In the case of partition, the net proceeds of sale together with any net proceeds of insurance (the "Partition Proceeds") shall be considered as one fund and shall be divided among all Unit owners, except Unit 18155, in accordance with the following formula:

$$\frac{\text{Unit square footage} \times 100}{\text{Total square footage of all Units except Unit 18155}} = \text{Percentage undivided interest in Partition Proceeds}$$

If the Damaged Premises are Common Elements, the Partition Proceeds shall be divided among all Unit owners in accordance with their respective interests in the Common Elements.

b. If the consent required under subparagraph (a) above is not obtained within thirty (30) days from the date of the loss, then the Damaged Premises shall be reconstructed and repaired by the Association with the insurance proceeds and owners of Units in the Damaged Premises shall be assessed for the deficiency in accordance with the following formula:

$$\frac{\text{Unit square footage} \times 100}{\text{Total square footage of all Units in the Damaged Premises}} = \text{Percentage of undivided interest in the deficiency}$$

The provisions of Article VIII shall apply to all sums assessed for any deficiency. If the Damaged Premises are Common Elements, the deficiency shall be shared by the owners of all Units in accordance with their respective interests in the Common Elements.

3. Substantial Damages. If two-thirds ($\frac{2}{3}$) or more of the Buildings and other improvements above foundation are destroyed, regardless of the sufficiency of any insurance proceeds for reconstruction and repair of the Damaged Premises, such reconstruction and repair shall take place unless within ninety (90) days from the date of the loss, at least two-thirds ($\frac{2}{3}$) of the first mortgagees (based on one vote for each first mortgage owned) or Unit Owners (other than the Declarant) of the Units have given their written approval not to reconstruct and repair the Damaged Premises. If such approval is given within ninety days, then the Condominium shall be subject to an action for partition in the same manner as is provided in paragraph 2(a) above.

4. Condemnation. The Association shall represent the Unit owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the Common Elements or part thereof. The award or proceeds of settlement for a taking of part or all of the Common Elements shall be payable to the Association for the use and benefit of the Unit owners and their mortgagees as their interests may appear. The procedure for dealing with the total or partial condemnation of the condominium shall be that set forth in Section 703.19, Wisconsin Statutes (1997-98), as the same may be amended from time to time.

ARTICLE XI

INSURANCE

1. Association Insurance. The Board of Directors shall obtain and continue in effect insurance coverage on each building, except Buildings situated on Unit 18155, and other improvements on the Common Elements as well as personal and real property belonging to the Association in an amount equal to the maximum insurable replacement value, with "agreed amount," "inflation guard," "special condominium" and "condominium replacement cost" endorsements, without deduction or allowance for depreciation, which amount shall be determined annually by a recognized appraiser or insurer as selected by the Board of Directors, affording protection against loss or damage by fire and such hazards covered by a standard extended coverage endorsement and all risk endorsements and such other risks or hazards as from time to time shall be customarily covered with respect to buildings similar in construction, location and use. In addition, any fixtures, equipment or property within the Units which are to be subject to a mortgage eligible for purchase by FNMA must be covered in the "blanket" or "master" policy required above. Said insurance shall be for the benefit of the Association and the owners of Units and their mortgagees as their interests may appear; provided, however, all proceeds payable by reason of said insurance shall be paid to the Association as trustee for the owners of Units and their mortgagees for the express purpose of reconstruction and repair or as otherwise provided in Article X hereof. The foregoing provisions of this Article are without prejudice to the right of any owner of a Unit to obtain individual Unit insurance; but no owner of a Unit shall be entitled to exercise his right to maintain individual Unit insurance in such a way as to decrease the amount which the Association may realize as trustee under any insurance policy required hereunder. Each policy obtained by the Association shall contain a "severability of interest" endorsement and a standard mortgagee clause endorsed to provide that the proceeds are payable to the Association for the use and benefit of the mortgagees as their interests may appear.

2. Association Liability Insurance. In addition to the hazard insurance coverage provided above, the Board of Directors shall obtain comprehensive general public liability insurance in such amounts equal to or exceeding One Million Dollars (\$1,000,000.00) for a single occurrence covering all of the Common Elements or property owned by the Association. Coverage under this policy shall include, without limitation, legal liability of the insureds for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of the Common Elements and legal liability arising out of actions related to employment contracts of the Association. Such policy must provide that it may not be canceled or substantially modified, by any party,

without at least ten (10) days prior written notice to the Association and to each holder of a first mortgage which is listed as a scheduled holder of a first mortgage in the insurance policy. The Board of Directors may also obtain such other insurance as it shall determine from time to time to be desirable including without limitation directors and officers errors and omissions coverage.

3. Cost; Waiver. All insurance premiums for any insurance coverage obtained by the Board of Directors shall be a common expense of the Condominium. The Association and each Unit owner hereby expressly waive any claim it or they may have against the other for any loss insured under any policy obtained by the Board of Directors, however caused, including such losses as may be due to negligence of such other party, its agents or employees. All such policies of insurance shall contain a provision that they are not invalidated by the foregoing waiver, but such waiver shall cease to be effective if the existence thereof precludes the Association from obtaining any such policy.

4. Exclusions From Coverage. Notwithstanding anything to the contrary herein, the insurance coverage obtained by the Board of Directors (i) may exclude any coverage on any personal property located within or appertaining to the exclusive use of a Unit, including but not limited to, appliances and water heater, patio door and window glass, drapes, carpeting and wall coverings, such as wallpaper, mirrored walls and paneling and (ii) shall exclude any liability coverage on a Unit owner, its guests, invitees, employees or any other occupants of such Unit, arising out of any and all occurrences and happenings within a Unit and/or relating in any way whatsoever to said personal property. It is the sole responsibility of each Unit owner to obtain such insurance coverages as are excluded from the insurance coverage obtained by the Board of Directors.

5. Unit 18155 Insurance. It is the sole responsibility of the owners of Unit 18155 to obtain insurance coverage for all buildings and improvements within Unit 18155, as well as public liability insurance.

ARTICLE XII

RIGHTS OF DECLARANT

1. Control of Association. Until the expiration of the earlier of ten (10) years from the date the first Unit is conveyed to any person other than Declarant or thirty (30) days after the conveyance of seventy-five percent (75%) of the undivided interests in the General Common Elements to purchasers, Declarant, or its successors and assigns, acting alone shall have the right to appoint and reappoint the members of the Board of Directors, other than those elected pursuant to Article VI, Section 3 hereof.

2. Other Rights. Pending the sale of all of the Units on the Condominium, including any Units on the Expansion Real Estate described in Article XIII, Declarant, or its successors and assigns, acting alone:

a. may, but shall not be obligated to, manage and operate the Condominium in accordance with the provisions of this Declaration; but any agreement for professional management of the Condominium, or any other contract providing for services of Declarant, shall not exceed three (3) years and shall provide for termination by either party without cause and without payment of a termination fee on no more than ninety (90) days written notice;

b. may use the Common Elements and any unsold Units on the Condominium in any manner as may facilitate the sale or leasing of all Units thereon, including, but not limited to, in connection therewith, maintaining a sales and/or rental office or offices and models (regardless of whether all the non-model Units in a Building are sold), showing the Condominium or maintaining signs;

c. reserves the right to (i) grant easements upon, over, through and across the Common Elements as may be required for furnishing any kind of utility services, including cable television or master antenna service, which easements may be granted to itself or its nominee and/or as may be necessary for excavation and construction of any of the Units; (ii) grant easements upon, over, through or across the Common Elements for ingress and egress to and from the Condominium and other real property adjacent to it; and (iii) grant easements for road, sewer and other utility purposes across, over and under the Common Elements for the benefit of other lands provided that in the instrument creating such easement Declarant shall specify a method by which the maintenance costs of such easement shall be shared by the Association and such other users and provided that use of such easements will not be reasonably anticipated to overburden the existing use of the Common Elements; and

d. reserves the right to (i) make minor alterations and changes to the design or exterior materials of any Building or any part thereof subsequent to construction and (ii) alter and change the interior materials and the interior arrangement of any Unit owned by Declarant.

ARTICLE XIII

EXPANSION OF CONDOMINIUM

1. Right to Expand. Declarant expressly reserves unto itself, its successors and assigns, the right to expand the Common Elements and the number of Units, without the consent or approval of any Unit owner, at any time and from time to time on or prior to the expiration of seven (7) years from the date of recording this Declaration by constructing on the Expansion Real Estate no more than an additional sixteen (16) dwelling units and subjecting all or any portion of the Expansion Real Estate and all or any number of the additional dwelling units and other improvements to the Common Elements and membership in the Association as Units. Such Units shall be located within the general areas indicated therefor on Exhibit B hereto. All improvements made must be of the same quality construction as the original Units constructed hereunder and must be substantially completed prior to the improvements becoming subject to the Common Elements and membership in the Association as Units. Declarant shall be under no obligation to and makes no representation that it will expand or add any additional Units as such rights are reserved herein. In the event of such expansion, any additional Common Elements, the Units thereon and their owners will become subject to and will be entitled to the benefits of the provisions of this Declaration.

2. Effect of Expansion. Upon each such expansion:

a. The percentage of undivided interest in the Common Elements appertaining to each Unit shall be adjusted as follows:

(i) Each Unit's percentage of undivided interest in the Common Elements shall be the number one (1) divided by the total number of Units then subject to this Declaration.

(ii) Each Unit shall be entitled to such Limited Common Elements as are specified in the documents required for expansion.

b. The common surpluses and expenses of the Condominium shall be shared among the owners of all Units according to the percentage of their undivided interest in the Common Elements, in accordance with Article V as adjusted in the manner set forth above.

c. Each owner of a Unit shall be a member of the Association and one vote shall appertain to each Unit. There shall be no vote for Unit 18155.

3. Method of Expansion. The right of expansion reserved herein shall be exercised by the recording of an amendment to this Declaration and an amendment to each of the Exhibits appended hereto in the office of the Register of Deeds for Waukesha County, Wisconsin. None of the provisions contained in this Declaration shall be construed to create any obligation on behalf of the Declarant, its successors and assigns, to in fact effect such expansion and the Declarant expressly reserves unto itself, its successors and assigns, the right to construct additional residential dwelling units on the Expansion Real Estate without subjecting them to the provisions of this Declaration with respect to the Common Elements and Units. Exhibit B hereto and the condominium plat show only the outline of the proposed improvements which may be added as part of the expansion. Each time that Declarant desires to subject any additional improvements to the Common Elements and create additional Units, Declarant shall record amendments to the Exhibits hereto and to the condominium plat which shall show the location of the Buildings, Units, other improvements and Common Elements in the same manner as if the above were to be shown on the original, recorded condominium plat.

4. Construction Easement. Declarant hereby reserves an easement across the Condominium for the purpose of constructing improvements on the Expansion Real Estate and to modify the private drive and sidewalks, landscaping and other improvements on the Common Elements as is necessary to complete improvements and incorporate the Expansion Real Estate into the Condominium.

ARTICLE XIV

RIGHTS OF MORTGAGEES

1. Notice. Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor of a Unit mortgage and the Unit number or address, any such mortgage holder, insurer or guarantor will be entitled to timely written notice of:

a. Any condemnation or casualty loss which affects either a material portion of the Condominium or the Unit securing its mortgage;

b. Any sixty (60) day delinquency in the payment of assessments owed by the owner of any Unit on which it holds a mortgage or any breach of the provisions of any instrument or rule governing the Condominium which is not cured by such owner within sixty (60) days of such breach;

c. Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and

d. Any proposed action which would require the consent of a specified percentage of eligible mortgage holders as specified below or in Article XV hereof.

2. Other Provisions. Mortgage holders shall also be afforded the following rights:

a. Any restoration or repair of the Condominium after a partial condemnation or damage due to an insurable hazard, shall be performed substantially in accordance with this Declaration and the original plans and specifications, unless other action is approved by holders of mortgages on Units which have at least fifty-one percent (51%) of the votes of Units subject to mortgages.

b. Any election to terminate the Condominium after substantial destruction or a substantial taking in condemnation of the Property must require the approval of holders of mortgages on Units which have at least fifty-one percent (51%) of the votes of Units subject to mortgages.

ARTICLE XV

AMENDMENT OF DECLARATION

1. Procedure. Except for the Declarant's right to amend this Declaration to expand the Condominium in accordance with Article XIII hereof, this Declaration may only be amended in a writing executed by the presiding officer of the Association and attested by another officer, with the written consent of at least seventy-five percent (75%) of the Unit owners and mortgagees and the Expansion Real Estate owner and mortgagee(s). No amendment shall change the rights of Declarant as contained in this Declaration without the written consent of the Declarant. Nor shall any amendment change the rights, duties or obligations of the owners of Unit 18155 without the written consent of said owner or, in the event the owners submit Unit 18155 to a separate condominium ownership in accordance with Article XIX hereof, the association of the separate condominium. Any amendment to this Declaration shall become effective when recorded in the office of the Register of Deeds for Waukesha County, Wisconsin, and no action to challenge the validity of an amendment under this Article may be brought more than one (1) year after the amendment is recorded.

2. Limitations on Certain Amendments. In addition to complying with Section 1 above, the approval of holders of mortgages on Units which have at least fifty-one percent (51%) of the votes of Units subject to mortgages, shall be required to add or amend any material provisions of this Declaration, the Articles, By-Laws or Rules and Regulations which establish, provide for, govern or regulate any of the following:

- a. Voting rights;
- b. Assessments, assessment liens or the priority of assessment liens;
- c. Reserves for maintenance, repair and replacement of the Common Elements;
- d. Insurance or fidelity bonds;
- e. Responsibility for maintenance and repair;
- f. Expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the Condominium;
- g. Redefinition of any Unit boundaries;
- h. Reallocation of interests in the General or Limited Common Elements or rights to their use;
- i. Convertibility of Units into Common Elements or of Common Elements into Units;
- j. Leasing of Units;
- k. Imposition of any restriction on a Unit owner's right to sell or transfer his or her Units;
- l. A decision by the Association to establish self-management of the Condominium;
- m. Restoration or repair of the Condominium (after a hazard damage or partial condemnation) in a manner other than that specified in this Declaration;
- n. Any provisions that expressly benefit mortgage holders, insurers or guarantors.

3. Approval. A Unit owner, or a mortgage holder in the cases of a technical amendment or any amendment not described in Section 2 above or in Article XIII, Section 2 hereof, who receives a written request to approve additions or amendments who does not deliver or post to the requesting party a negative response within thirty (30) days after it receives proper notice of the proposal, provided the notice was delivered by certified or registered mail, with a return receipt requested, shall be deemed to have approved such request.

4. VA Approval. If any Unit is subject to a mortgage owned or guaranteed under the U.S. Veterans Administration programs, then the condominium regime created hereunder may not be amended or merged with a successor regime without prior written approval in accordance with regulations implementing such programs.

ARTICLE XVI

REMEDIES FOR VIOLATION BY UNIT OWNER

If any Unit owner or owner of Unit 18155 fails to comply with the Act, this Declaration or the By-Laws, such owner shall be liable for damages caused by the failure or for injunctive relief, or both, by the Association or by any other owner.

ARTICLE XVII

SERVICE OF PROCESS

Service of process shall be made on Helmut Toldt, 4040 North Calhoun Road, Brookfield, Wisconsin 53005 as registered agent for the Association. Any change in the person or location for the service of process designated by the Board of Directors shall become effective upon the recording of notice thereof in the office of the Secretary of State of Wisconsin in accordance with Section 703.23 of the Wisconsin Statutes.

ARTICLE XVIII

RIGHT OF ENTRY

The Declarant, for itself and its successors and assigns, reserves the right of entry to each Unit by itself or its agents or any person authorized by the Board of Directors to make installations, alterations or repairs, upon prior request and at times convenient for the owner or occupant thereof; provided, however, that in case of emergency, entry of the Unit may be made immediately, whether the owner or occupant of the Unit is or is not present and without liability to Declarant, the Board of Directors or their agents. Any damage or loss caused as a result of such entry shall be at the expense only of the Unit owner if, in the judgment of those authorizing the entry, such entry was for emergency purposes.

ARTICLE XIX

CREATION OF ADDITIONAL CONDOMINIUM WITHIN UNIT 18155

1. Right to Create Additional Condominium. The owners of Unit 18155 shall have the right to submit Unit 18155 at any time to separate condominium ownership under the Act. The owners, if they desire to submit Unit 18155 to separate condominium ownership, shall be required to submit for Association approval a proposed form of a Declaration and condominium plat in the forms required under this Article and the Act. The condominium plat shall show boundaries and dimensions of each unit and any common areas located within the original Unit 18155. The Declaration shall provide for the internal governance of the units and the allocation of the original Unit 18155 interest among such units. The Association's review of the declaration and plat shall be limited to discernment as to whether it complies with the terms of the Act and this Declaration. No further discretion shall be accorded to or exercised by the Association with respect to such matters. Subject to such limited review, and upon satisfactory preparation of all amendments and other documentation as required under the Act and this Declaration, the President of the Association shall execute the Declaration indicating the approval of the Association.

2. Form of Declaration. The declaration shall at a minimum provide (i) an assessment, collection and enforcement procedure consistent with this Declaration and (ii) for the formation and incorporation of an association composed of each unit owner within the original Unit 18155 to administer, assess and maintain the original Unit 18155 and its constituent units. Such declaration may also incorporate such additional protections for the holders of security interests in the units as conforms with the then applicable secondary mortgage market requirements.

3. Voting. Upon submission of Unit 18155 to separate condominium ownership, the individual owners of the units within Unit 18155 shall have voting rights in the association governing the affairs of the separate condominium, but shall not have any voting rights in the Association governing the affairs of the other Units within the Condominium.

ARTICLE XX

CONSTRUCTION AND EFFECT

1. 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.

2. 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.

3. Successors and Assigns. All rights and benefits reserved or covenanted in favor of the Declarant under this Declaration shall inure to the benefit of and be binding upon its successors and assigns. Any reference in this Declaration to the "successors and assigns" of Declarant shall be deemed to refer only to such person or entity to whom Declarant has expressly assigned all of said rights and benefits by an instrument in writing specifically identifying the provisions so assigned.

4. Severability. If any provision, or any part thereof, of this Declaration or the application thereof to any person or circumstance 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. Each provision, or any part thereof, of this Declaration shall be valid, and be enforced, to the fullest extent permitted by law.

5. Deemed Interests. Wherever in this Declaration a specified percentage of Unit owners or Common Element interests is required for any action, decision or diminution of Declarant control or Declarant's rights, Declarant shall be deemed to own twenty-four (24) interests, less any interests for Units already conveyed at the time of such determination.

6. Acceptance of Deed. By acceptance of a deed of conveyance of a Unit from Declarant, the grantee of such Unit and each successor in title to such Unit or an interest therein shall, in the event of the occurrence of any or all of the events specified in Article XII, XIII, or XIX be deemed to consent and agree to the action so taken. Each such grantee of a Unit and each successor in title to such Unit or an interest therein, hereby constitutes and appoints Declarant, its successors and assigns, as its true and lawful attorney (i) to execute, deliver and record on behalf of the grantee and each successor in title to such Unit or an interest therein, such instruments, if any, as may be required to effect the same, and (ii) to do all other things necessary to accomplish the action so taken.

Executed this 21 day of September, 1999.

ForestWalk, LLC

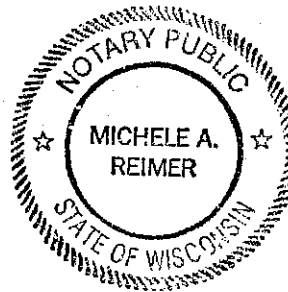
By: 
Helmut Toldt, Member

STATE OF WISCONSIN)
) SS.
COUNTY OF WAUKESHA)

Personally came before me this 21 day of September 1999, the above-named Helmut Toldt the Member of ForestWalk, LLC., to me known to be the person who executed the foregoing instrument and acknowledge the same.

Michele Reimer
Notary Public, State of Wisconsin
My commission: 1.26.2003

This instrument was drafted by:
Attorney Richard R. Kobriger
Cramer, Multhauf & Hammes, LLP
1601 East Racine Avenue
Post Office Box 558
Waukesha, WI 53187



**FIRST AMENDMENT TO
DECLARATION OF
CONDOMINIUM OF
FORESTWALK CONDOMINIUMS**

Document Number

**FIRST AMENDMENT TO
DECLARATION OF CONDOMINIUM
OF
FORESTWALK CONDOMINIUMS**

This space reserved for recording data

THIS FIRST AMENDMENT to Declaration of Condominium of ForestWalk Condominiums is made by ForestWalk, LLC, a Wisconsin limited liability company (hereinafter "Declarant"), pursuant to and in accordance with the provisions of the Condominium Ownership Act created by Chapter 703 of the Wisconsin Statutes and the Declaration of Condominium of ForestWalk Condominiums dated September 24, 1999, and recorded in the Office of the Register of Deeds for Waukesha County, Wisconsin on September 27, 1999, as Document No. 2506302 in Reel 2986, Image 0909, hereinafter referred to as the "Declaration."

RETURN TO

Richard R. Kobriger
Cramer, Multhauf & Hammes, LLP
P.O. Box 558
Waukesha, WI 53187

Tax Parcel No.

WITNESSETH:

In Article XIII of the Declaration, Declarant reserves the right to expand the Condominium by subjecting to the Declaration parts or all of the real estate described in Exhibit E of the Declaration (the "Expansion Real Estate") and also by constructing thereon, either before or after such expansion, no more than an additional sixteen (16) Units.

Declarant now desires to subject to the Declaration a portion of the Expansion Real Estate (hereinafter "The Phase 2 Property") and to construct thereon one (1) building consisting of eight (8) units.

The Phase 2 property and the additional building and improvements thereon, together with the Condominium created under the Declaration, shall be referred to herein jointly as the "Condominium." As used herein, the term "Unit Owner" shall mean the owner of a Unit and any building previously declared or declared herein, unless otherwise limited.

NOW, THEREFORE, Declarant, the fee owner of the Phase 2 Property, pursuant to Article XIII of the Declaration, hereby amends the Declaration by submitting the Phase 2 Property described in Exhibit 1-A attached hereto and the additional building and improvements to the Condominium Ownership Act and the Declaration as though fully set forth therein at the time of recording the Declaration, subject to taxes and

assessments not yet due and payable, municipal and zoning ordinances, recorded easements and restrictions, any other easements and/or rights in favor of gas, sanitary sewers, storm sewers, electric, telephone and water utilities, all other matters of record and the following restrictions and conditions:

1. Article I of the Declaration is hereby amended by striking the number "eight (8)" therefrom and replacing it with the number "sixteen (16)."

2. Article V of the Declaration is hereby amended by striking Section 1 and replacing it with the following:

"1. Ownership. The ownership of each Unit shall include a 1/16th undivided interest in the Common Elements."

3. Exhibit A of the Declaration is amended by adding the legal description for Phase 2 set forth on Exhibit 1-A attached hereto.

4. Exhibit B of the Declaration is amended to include Exhibit 1-B attached hereto.

5. Exhibit C of the Declaration is hereby amended by adding to it the following:

All addresses are Brookfield, Wisconsin, 53045:

<u>Unit No.</u>	<u>Unit Address</u>
18305	18305 West Wisconsin Avenue
18311	18311 West Wisconsin Avenue
18315	18315 West Wisconsin Avenue
18321	18321 West Wisconsin Avenue
18325	18325 West Wisconsin Avenue
18331	18331 West Wisconsin Avenue
18335	18335 West Wisconsin Avenue
18341	18341 West Wisconsin Avenue

6. Exhibit D to the Declaration is amended to include Exhibits 1-D-1, 1-D-2 and 1-D-3 attached hereto. The floor plans for the building situated on the Phase 2 property are as set forth in Exhibits 1-D-1, 1-D-2 and 1-D-3 attached hereto.

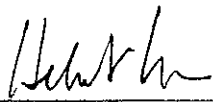
7. Exhibit E to the Declaration is amended by deleting said Exhibit E and Exhibit 1-E attached hereto is substituted therefor.

8. By constructing the new building and submitting the Phase 2 Property, Declarant does not waive any of the rights to it reserved in Article XIII of the Declaration nor does it represent that such additions are the full extent of the exercise of its rights thereunder. However, DECLARANT SHALL BE UNDER NO OBLIGATION AND MAKES NO REPRESENTATION THAT IT WILL FURTHER EXPAND OR CONSTRUCT ANY PART OR ALL OF THE EXPANSION REAL ESTATE AS SUCH RIGHTS ARE RESERVED.

9. Except as otherwise stated herein, the provisions of the Declaration shall be deemed to extend to Units in all buildings as though all had been fully set forth therein at the time of recording the Declaration.

Executed this 27 day of December, 1999.

ForestWalk, LLC

By: 
Helmut Toldt, Member

STATE OF WISCONSIN)
) SS.
COUNTY OF WAUKESHA)

Personally came before me this 27 day of December, 1999, the above-named Helmut Toldt, Member of ForestWalk, LLC, to me known to be the person who executed the foregoing instrument and acknowledged the same.


Notary Public, State of Wisconsin
My Commission 1. 26. 2003

THIS INSTRUMENT DRAFTED BY AND
SHOULD BE RETURNED TO:

Attorney Richard R. Kobriger
Cramer, Multhauf & Hammes, LLP
1601 E. Racine Avenue, Suite 200
P.O. Box 558
Waukesha, WI 53187-0558



EXHIBIT 1-A

LEGAL DESCRIPTION (Phase 2)

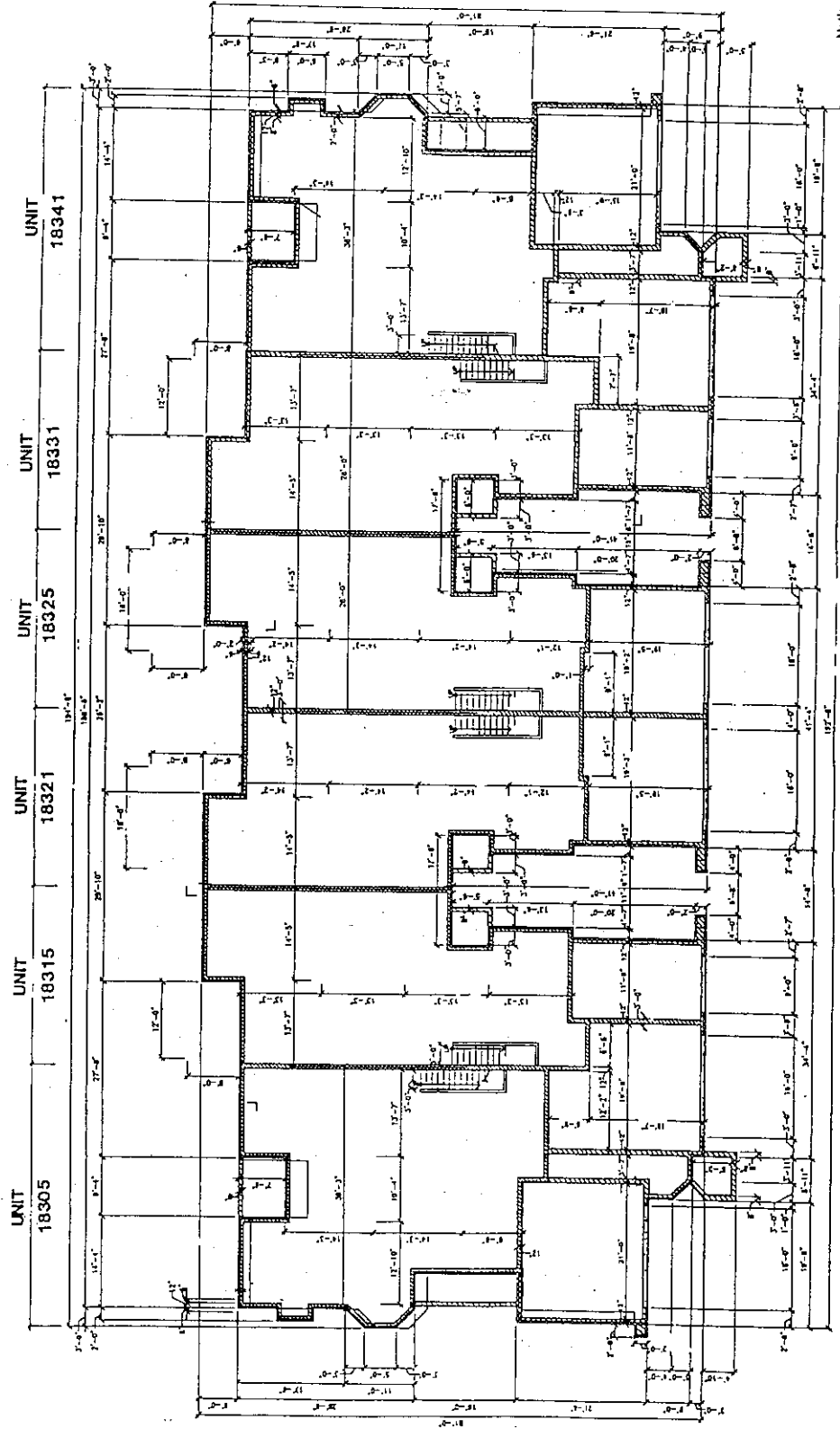
Part of Parcel 1 of Certified Survey Map No. 6729 being a part of the Northwest $\frac{1}{4}$ and the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 28, Township 7 North, Range 20 East, in the Town of Brookfield, Waukesha County, Wisconsin, bounded and described as follows:

Commencing at the Northwest corner of said $\frac{1}{4}$ Section; thence South $89^{\circ}35'35''$ East along the north line of said $\frac{1}{4}$ Section 1244.83 feet to a point; thence South $89^{\circ}35'35''$ East 86.39 feet along the south line of West Wisconsin Avenue to a point; thence Southeasterly 70.00 feet along aforesaid south line and the arc of a curve whose center lies to the Southwest whose radius is 447.45 feet and whose chord bears South $85^{\circ}05'38''$ East 69.92 feet to the point of beginning; thence continuing South Easterly 42.31 feet along aforesaid south line and the arc of a curve whose center lies to the Southwest whose radius is 447.45 feet and whose chord bears South $77^{\circ}54'11''$ East 42.30 feet to a point; thence Southeasterly 73.00 feet along aforesaid south line and the arc of a curve whose center lies to the northeast whose radius is 507.48 feet and whose chord bears South $79^{\circ}18'49''$ East 72.93 feet to a point; thence South $00^{\circ}26'07''$ East 252.92 feet to a point; thence North $89^{\circ}35'35''$ West 112.87 feet to a point; thence North $00^{\circ}26'07''$ West 274.52 feet to the point of beginning.

FORESTWALK CONDOMINIUMS

APPENDUM NO. 1

IN THE TOWN OF BROOKFIELD, WAUKESHA COUNTY, WISCONSIN.



BASEMENT (NOT TO SCALE)

National Survey & Engineering
 5315 WISCONSIN
 BROOKFIELD, WI 53005
 Telephone: 414-781-0000
 Fax: 414-781-0001
 E-mail: nsurvey@nsurvey.com
 Website: www.nsurvey.com

INTERVIEW

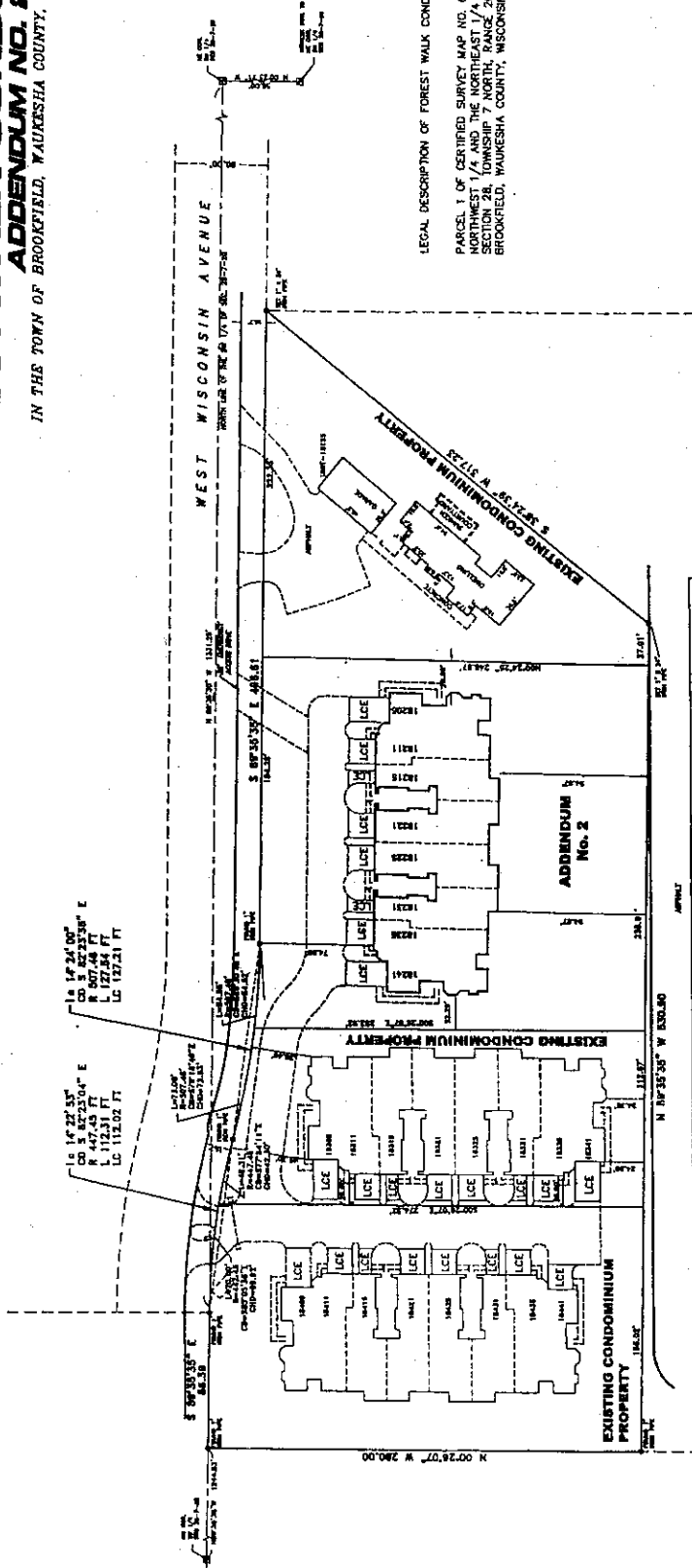
PAGE 3 OF 5 PAGES

THIS INSTRUMENT WAS DRAFTED BY JOHN P. CASANO, R.L.S., 5-2015

EXHIBIT
1-D-1

FORESTWALK CONDOMINIUMS APPENDUM NO. 2

IN THE TOWN OF BROOKFIELD, WAUKESHA COUNTY, WISCONSIN.



LEGAL DESCRIPTION OF FOREST WALK CONDOMINIUMS

PARCEL 1 OF CERTIFIED SURVEY MAP NO. 6729 BEING A PART OF THE WEST HALF OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 38, TOWNSHIP 18 NORTH, RANGE 12 EAST, IN THE TOWN OF BROOKFIELD, WAUKESHA COUNTY, WISCONSIN.

I, JOHN P. CASUCCI, RLS, DO HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THIS SURVEY IS AN ACCURATE REPRESENTATION OF THE EXISTING MOORLAND LINES AND THE LOCATION OF EXISTING BUILDINGS AND IMPROVEMENTS UPON THE SAID PROPERTY.

THIS CONDOMINIUM IS A CORRECT REPRESENTATION OF PROPERTY AS CONVEYED BY DEED NO. 4 AND THE IDENTIFICATION AND LOCATION OF EACH UNIT, AND TO THE EXTENT FEASIBLE, THE COMMON ELEMENTS CAN BE DETERMINED FROM THE PLAN. THE DIAGRAMATIC FLOOR PLANS SHOW THE UNIT'S DIMENSIONS, FLOOR AREA AND LOCATION OF EACH UNIT.

John P. Casucci
John P. Casucci, RLS, S-2055
DATE: Nov 4, 2002

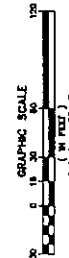


UNIT NO.	ADDRESS	UNIT LOCATION
18205	18205 W. WISCONSIN AVE.	1st FLOOR
18211	18211 W. WISCONSIN AVE.	2nd FLOOR
18215	18215 W. WISCONSIN AVE.	1st FLOOR
18221	18221 W. WISCONSIN AVE.	1st FLOOR
18225	18225 W. WISCONSIN AVE.	1st FLOOR
18231	18231 W. WISCONSIN AVE.	1st FLOOR
18235	18235 W. WISCONSIN AVE.	1st FLOOR
18241	18241 W. WISCONSIN AVE.	1st FLOOR

PAGE 1 OF 5 PAGES

National Survey & Engineering

15696840-CLH
15696840-CLH



IN THE TOWN OF BROOKFIELD, WAUKESHA COUNTY, WISCONSIN.

[illegible][illegible][illegible][illegible]

PAGE 2 OF 5 PAGES

EXHIBIT A

LEGAL DESCRIPTION

Parcel 1 of a Certified Survey Map No. 6729, recorded April 24, 1992, in Volume 56 of Certified Survey Maps on Page(s) 145 thru 151, as Document No. 1725894 being a division of the North West $\frac{1}{4}$ and the North East $\frac{1}{4}$ of the South West $\frac{1}{4}$ of Section 28, Township 7 North, Range 20 East, Town of Brookfield, County of Waukesha, State of Wisconsin.

LEGAL DESCRIPTION OF PHASE I

Part of Parcel 1 of Certified Survey Map No. 6729 being a part of the Northwest $\frac{1}{4}$ and the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 28, Township 7 North, Range 20 East, in the Town of Brookfield, Waukesha County, Wisconsin, bounded and described as follows:

Commencing at the Northwest corner of said $\frac{1}{4}$ Section; thence South $89^{\circ}35'35''$ East along the north line of said $\frac{1}{4}$ Section 1244.83 feet to the point of beginning, said point being the Northwest corner of said Parcel 1; thence continuing South $89^{\circ}35'35''$ East 86.39 feet to a point; thence Southeasterly 70.00 feet along the south line of West Wisconsin Avenue and the arc of a curve whose center lies to the Southwest whose radius is 447.45 feet and whose chord bears South $85^{\circ}05'38''$ East 69.92 feet to a point; thence South $00^{\circ}26'07''$ East 274.52 feet to a point; thence North $89^{\circ}35'35''$ West 156.02 feet to a point; thence North $00^{\circ}26'07''$ West 280.00 feet to the point of beginning; containing 43,552 square feet, more or less.

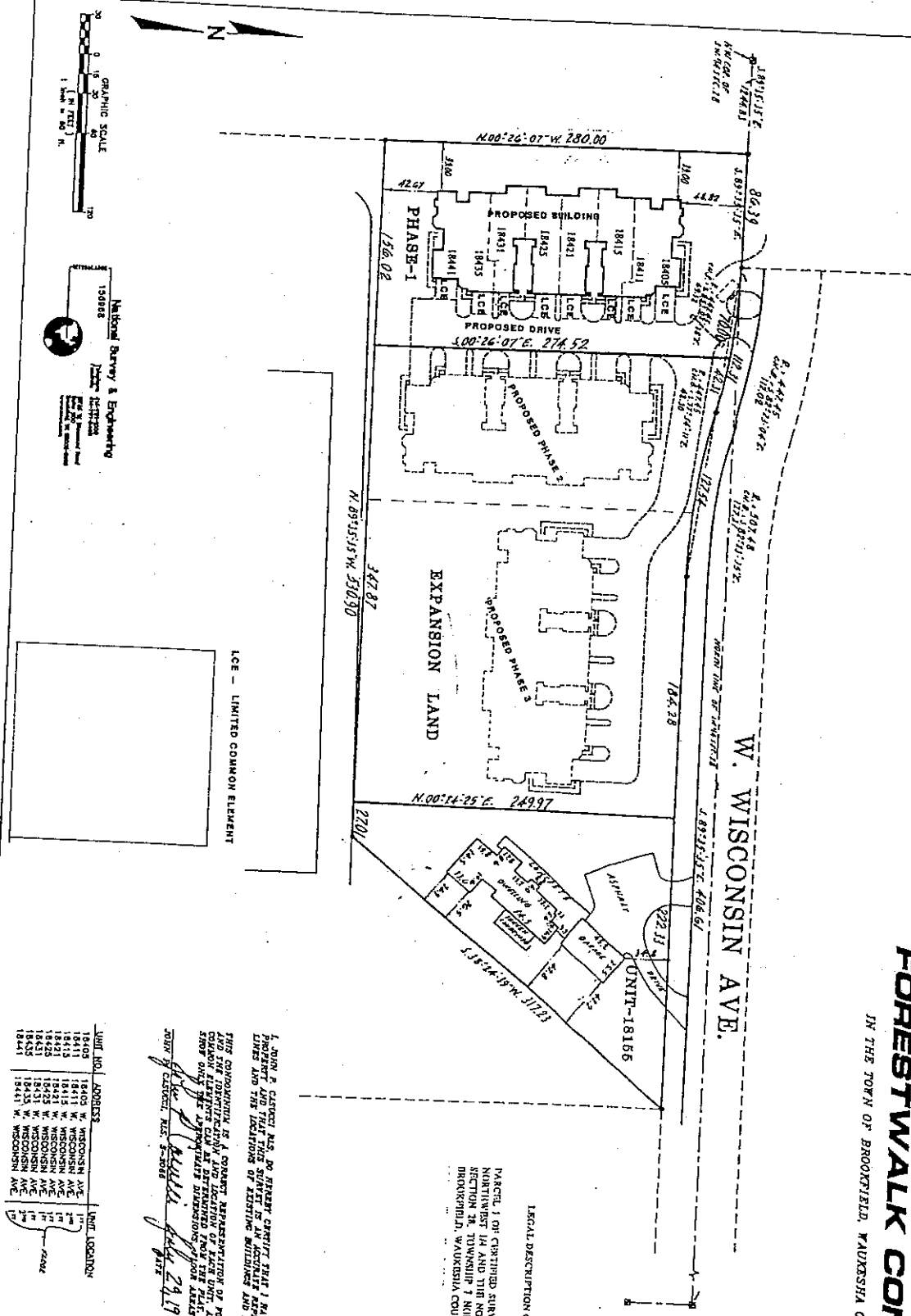
LEGAL DESCRIPTION OF UNIT 18155

Part of Parcel 1 of Certified Survey Map No. 6729 being a part of the Northwest $\frac{1}{4}$ and the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 28, Township 7 North, Range 20 East, in the Town of Brookfield, Waukesha County, Wisconsin, bounded and described as follows:

Commencing at the Northwest corner of said $\frac{1}{4}$ Section; thence South $89^{\circ}35'35''$ East along the North line of said $\frac{1}{4}$ Section 1244.83 feet to a point, said point being the Northwest corner of said Parcel 1; thence continuing South $89^{\circ}35'35''$ East 86.39 feet to a point; thence Southeasterly 112.31 feet along the South line of West Wisconsin Avenue and the arc of a curve whose center lies to the Southwest whose radius is 447.45 feet and whose chord bears South $82^{\circ}23'04''$ East 112.02 feet to a point; thence Easterly 127.54 feet along said south line and the arc of a curve whose center lies to the North whose radius is 507.48 feet and whose chord bears South $82^{\circ}23'35''$ East 127.21 feet to a point; thence South $89^{\circ}35'35''$ East 184.28 feet to the point of beginning of the lands being described; thence continuing South $89^{\circ}35'35''$ East 222.33 feet to a point; thence South $38^{\circ}24'39''$ West 317.23 feet to a point; thence North $89^{\circ}35'35''$ West 27.01 feet to a point; thence North $00^{\circ}24'25''$ East 249.97 Feet to the point of beginning of this description. Containing 31,163 square feet, more or less.

FORESTWALK CONDOMINIUMS

IN THE TOWN OF BROOKFIELD, WAUKESHA COUNTY, WISCONSIN



LEGAL DESCRIPTION OF FOREST WALK CONDOMINIUMS

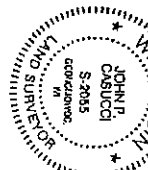
PARCEL 1 OF CERTIFIED SURVEY MAP NO. 672 BEING A PART OF THE NORTHWEST 1/4 AND THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 1 NORTH, RANGE 20 EAST, IN THE TOWN OF BROOKFIELD, WAUKESHA COUNTY, WISCONSIN.

I, JOHN P. CLARK, JR., DO HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THE SURVEY IS A CORRECT REPRESENTATION OF THE EDITION PROPERTY LINES AND THE LOCATIONS OF EXISTING BUILDINGS AND IMPROVEMENTS OWNED BY THE SAID PROPERTY OWNER.

THIS CONDOMINIUM IS A CORRECT REPRESENTATION OF THE EDITION PROPERTY LINES AND THE LOCATIONS OF EXISTING BUILDINGS AND IMPROVEMENTS OWNED BY THE SAID PROPERTY OWNER.

JOHN P. CLARK, JR. JUNE 24, 1999

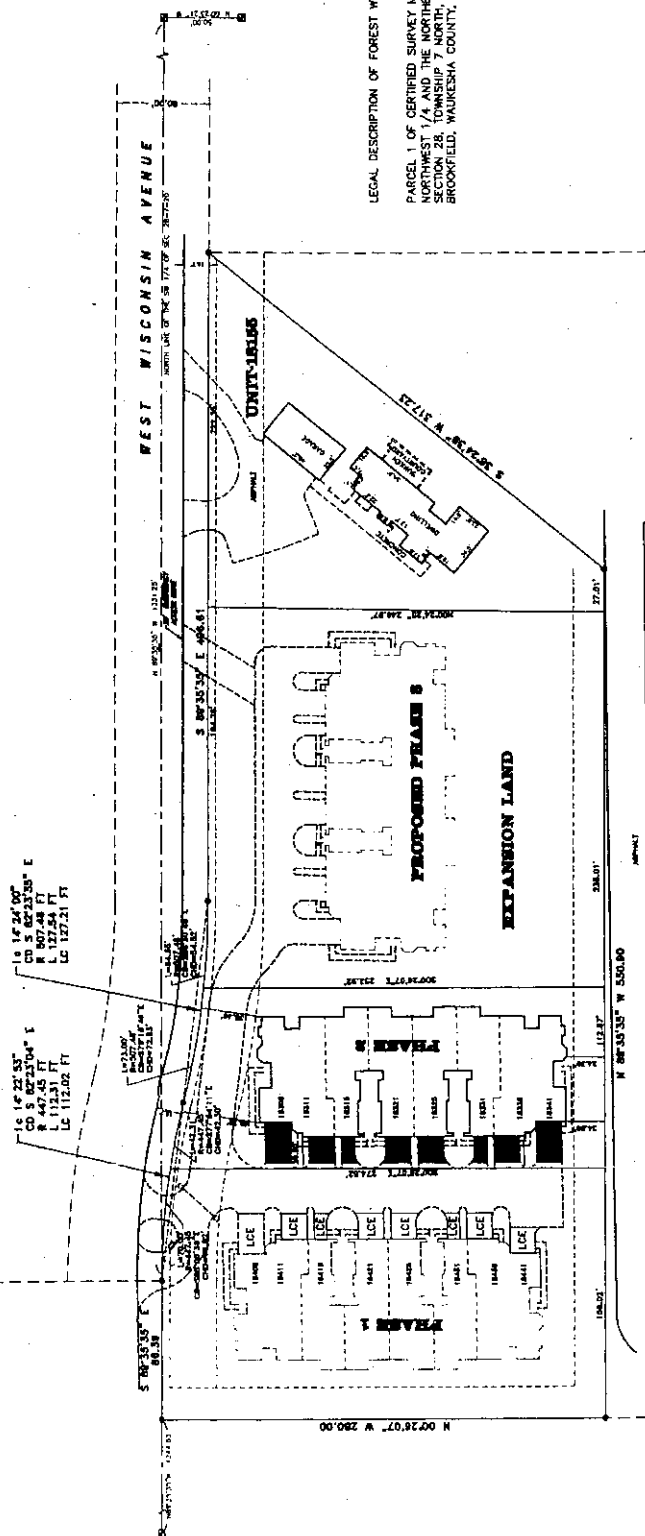
UNIT NO.	ADDRESS	UNIT LOCATION
18401	18401 W. WISCONSIN AVE.	PHASE 1
18402	18402 W. WISCONSIN AVE.	PHASE 1
18403	18403 W. WISCONSIN AVE.	PHASE 1
18404	18404 W. WISCONSIN AVE.	PHASE 1
18405	18405 W. WISCONSIN AVE.	PHASE 1
18406	18406 W. WISCONSIN AVE.	PHASE 1
18407	18407 W. WISCONSIN AVE.	PHASE 1
18408	18408 W. WISCONSIN AVE.	PHASE 1
18409	18409 W. WISCONSIN AVE.	PHASE 1
18410	18410 W. WISCONSIN AVE.	PHASE 1
18411	18411 W. WISCONSIN AVE.	PHASE 1
18412	18412 W. WISCONSIN AVE.	PHASE 1
18413	18413 W. WISCONSIN AVE.	PHASE 1
18414	18414 W. WISCONSIN AVE.	PHASE 1
18415	18415 W. WISCONSIN AVE.	PHASE 1



FORESTWALK CONDOMINIUMS

ADDENDUM NO. 1

IN THE TOWN OF BROOKFIELD, WAUKESHA COUNTY, WISCONSIN.



LEGAL DESCRIPTION OF FOREST WALK CONDOMINIUM

PARCEL 1 OF CERTIFIED SURVEY MAP NO. 8729 BEING A PART OF THE NORTHWEST 1/4 AND THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 7 NORTH, RANGE 20 EAST, IN THE TOWN OF BROOKFIELD, WAUKESHA COUNTY, WISCONSIN.

I, JOHN P. CASANOVA, S.S., DO HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THIS SURVEY IS AN ACCURATE REPRESENTATION OF THE EXISTING BOUNDARY LINES AND THE LOCATIONS OF EXISTING BUILDINGS AND IMPROVEMENTS UPON THE SAID PROPERTY.

THIS CONDOMINIUM IS A CORRECT REPRESENTATION OF FORESTWALK CONDOMINIUMS, ADDENDUM NO. 1 AND THE IDENTIFICATION AND LOCATION OF EACH UNIT, AND TO THE EXTENT POSSIBLE, THE COMMON ELEMENTS CAN BE DETERMINED FROM THE PLAT. THE DISAGREEMENT FLOOR PLANS SHOWN ON THE APPROXIMATE DIMENSIONS, FLOOR AREAS AND LOCATION OF EACH UNIT.

John P. Casanova 12-21-97
DATE



UNIT NO.	ADDRESS	UNIT LOCATION
18305	18305 W. WISCONSIN AVE.	1st FLOOR
18311	18311 W. WISCONSIN AVE.	2nd FLOOR
18315	18315 W. WISCONSIN AVE.	1st FLOOR
18321	18321 W. WISCONSIN AVE.	1st FLOOR
18325	18325 W. WISCONSIN AVE.	1st FLOOR
18331	18331 W. WISCONSIN AVE.	1st FLOOR
18335	18335 W. WISCONSIN AVE.	2nd FLOOR
18341	18341 W. WISCONSIN AVE.	1st FLOOR

Markham Survey & Engineering
S/S: 15150980
15150980-CO
12-21-97
12-21-97

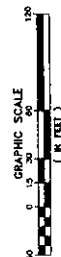
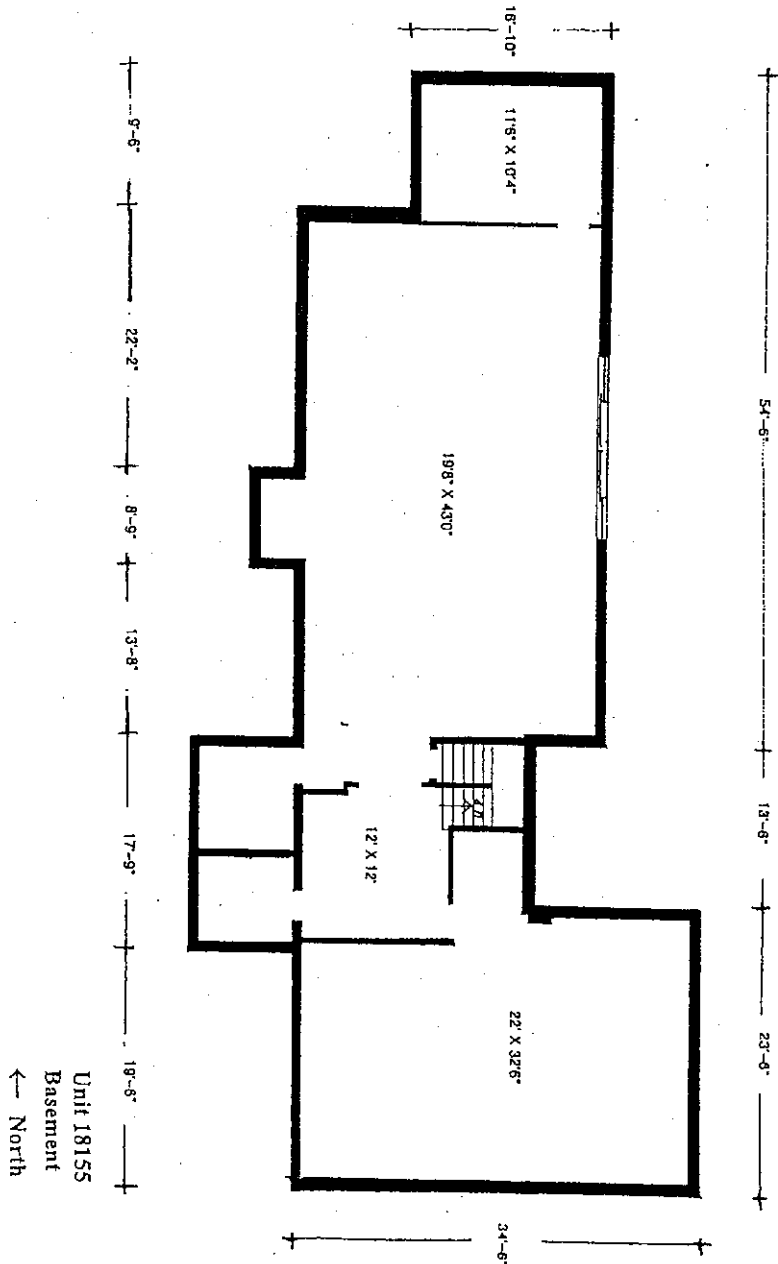


EXHIBIT C

All addresses are Brookfield, Wisconsin, 53045

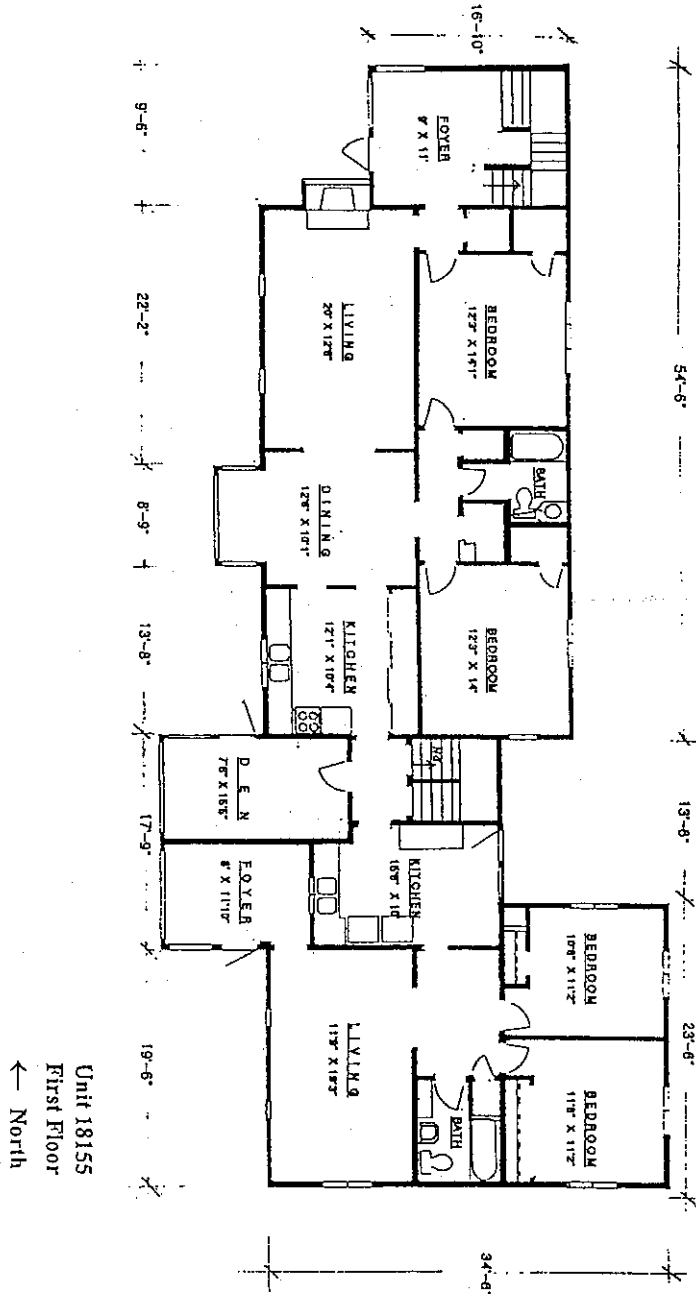
<u>Unit No.</u>	<u>Unit Address</u>
18155	18155 West Wisconsin Avenue
18405	18405 West Wisconsin Avenue
18411	18411 West Wisconsin Avenue
18415	18415 West Wisconsin Avenue
18421	18421 West Wisconsin Avenue
18425	18425 West Wisconsin Avenue
18431	18431 West Wisconsin Avenue
18435	18435 West Wisconsin Avenue
18441	18441 West Wisconsin Avenue

FORESTWALK CONDOMINIUMS
IN THE TOWN OF BROOKFIELD, WAUWATOSA COUNTY, WISCONSIN.



FORESTWALK CONDOMINIUMS

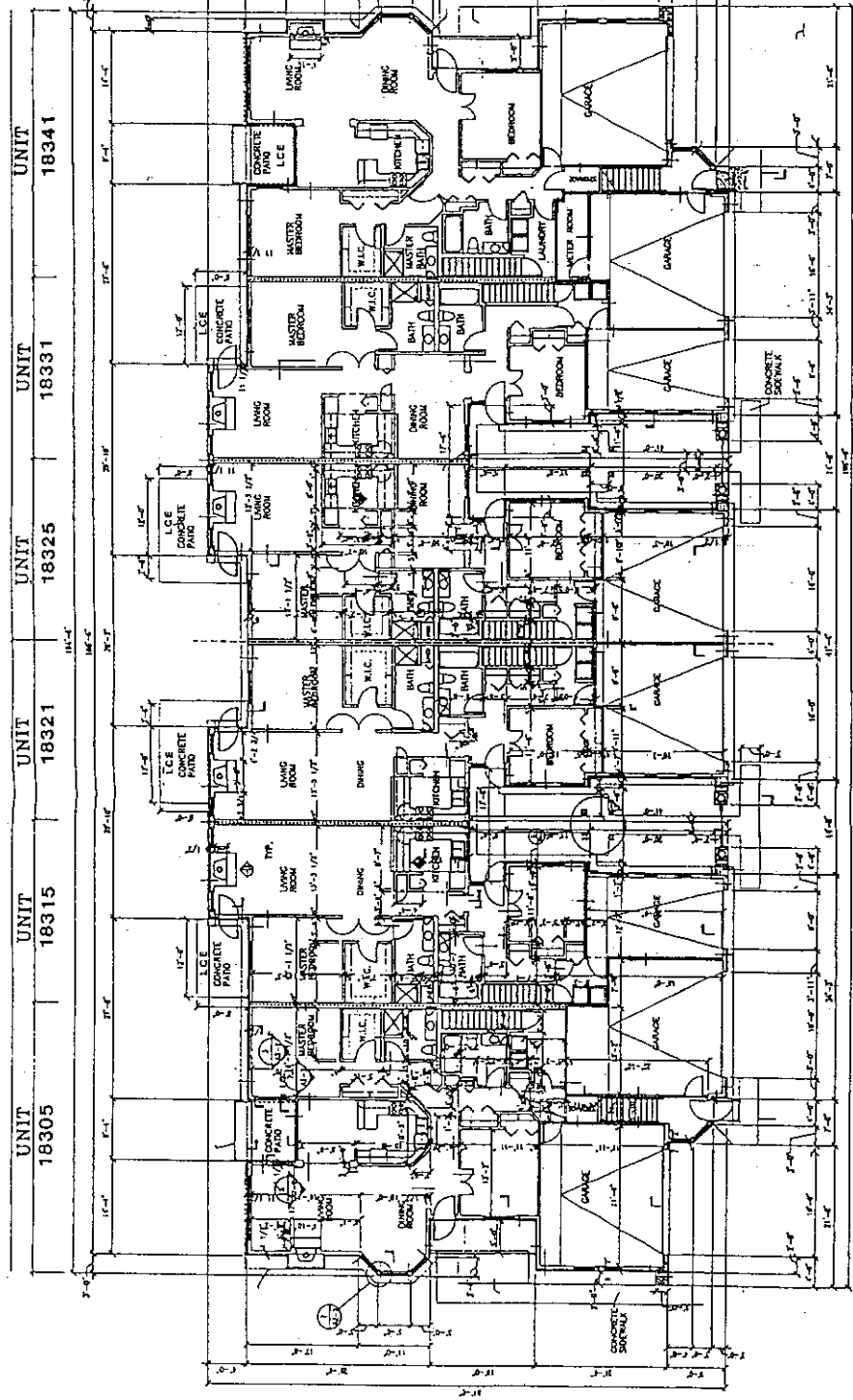
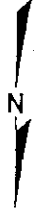
IN THE TOWN OF BROOKFIELD, WAUKESHA COUNTY, WISCONSIN



Unit 18155
First Floor
← North

FORESTWALK CONDOMINIUMS **APPENDUM NO. 1** IN THE TOWN OF BROOKFIELD, WAUKESHA COUNTY, WISCONSIN

AREAS OF LIMITED COMMON ELEMENTS



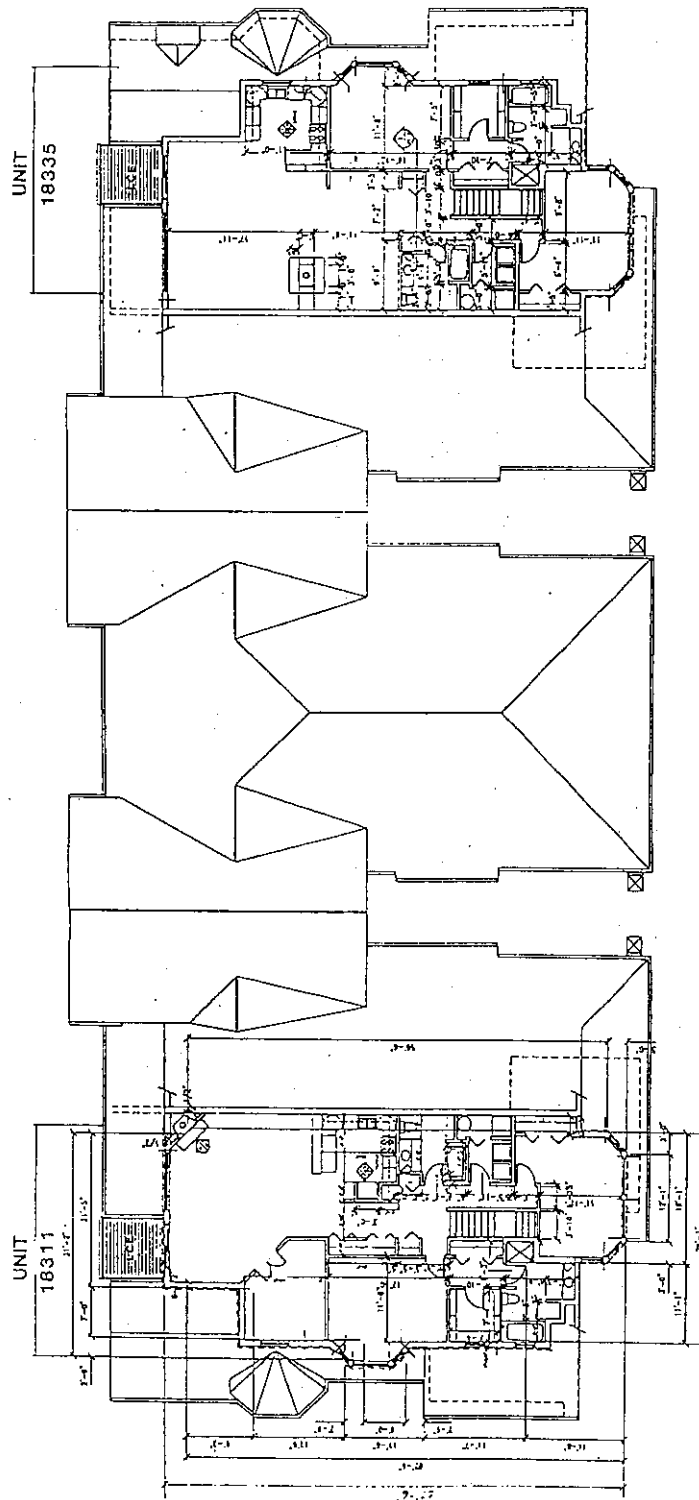
FIRST FLOOR (NOT TO SCALE)

National Survey & Engineering
 1000 W. Wisconsin Ave.
 Suite 200
 Brookfield, WI 53005
 Phone: 414.780.1234
 Fax: 414.780.1235
 E-mail: nsurvey@nsurvey.com

THIS INSTRUMENT WAS DRAFTED BY JOHN P. CAUGHEY, R.L.S., S-2033

IN THE TOWN OF BROOKFIELD, WAUKESHA COUNTY, WISCONSIN.

ZZ



SECOND FLOOR (NOT TO SCALE)

THIS INSTRUMENT WAS DRAFTED BY JOHN P. CASUCCI, RLS. 5-2055

National Survey & Engineering

Telephone 016-781-0000
Fax 016-791-4404

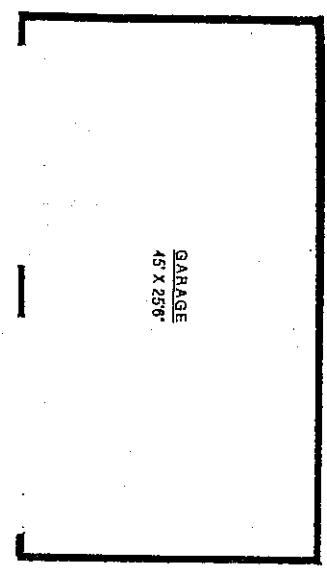
1744 N. Barnard Road
Riverside, CA 92504-4000
E-mail: nse@nse.com
www.nse.com

PAGE 5 OF 5 PAGES

PAGE 5 OF 5 PAGES

EXHIBIT
1-D-3

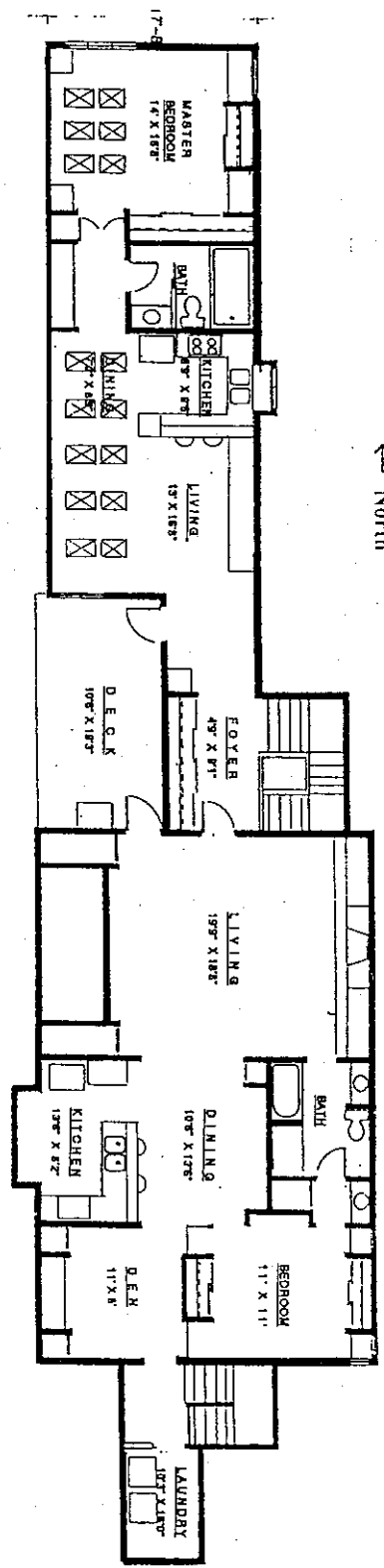
FORESTWALK CONDOMINIUMS
IN THE TOWN OF BROOKFIELD, WAUKESHA COUNTY, WISCONSIN



45'-0"

25'-6"

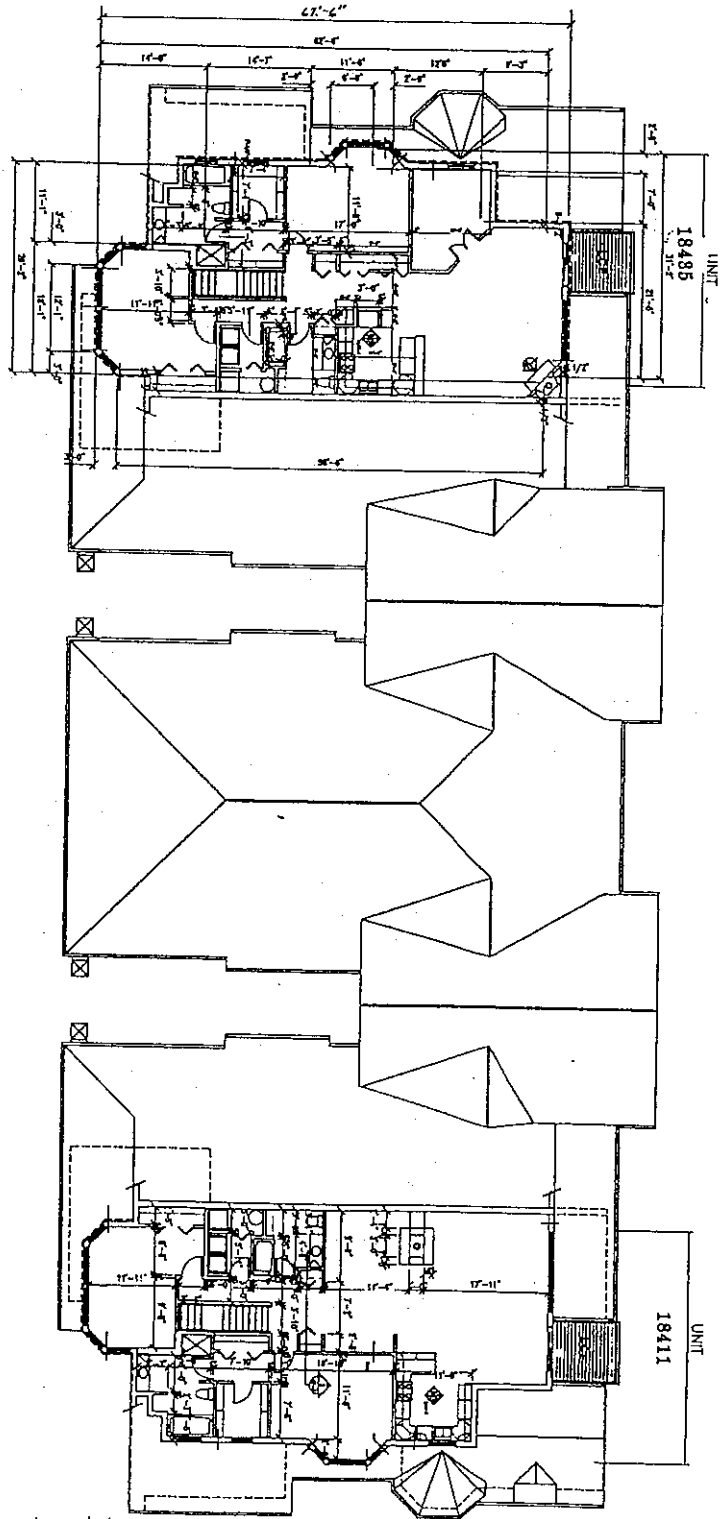
Unit 18155
Garage
← North



123'-0"

Unit 18155
Second Floor
← North

FORESTWALK CONDOMINIUMS
IN THE TOWN OF BROOKFIELD, WAUKESHA COUNTY, WISCONSIN.



SECOND FLOOR

North →

EXHIBIT E

Parcel 1 of a Certified Survey Map No. 6729, recorded April 24, 1992, in Volume 56 of Certified Survey Maps on Page(s) 145 thru 151, as Document No. 1725894 being a division of the North West $\frac{1}{4}$ and the North East $\frac{1}{4}$ of the South West $\frac{1}{4}$ of Section 28, Township 7 North, Range 20 East, Town of Brookfield, County of Waukesha, State of Wisconsin.

EXCEPTING THEREFROM THE LEGAL DESCRIPTIONS OF PHASE I AND UNIT 18155.

0024 5 NOV -5 88

SECOND AMENDMENT TO
DECLARATION OF
CONDOMINIUM OF
FORESTWALK CONDOMINIUMS

Document Number

SECOND AMENDMENT TO
DECLARATION OF CONDOMINIUM

OF

FORESTWALK CONDOMINIUMS

This space reserved for recording data

THIS SECOND AMENDMENT to Declaration of Condominium of ForestWalk Condominiums is made by ForestWalk, LLC, a Wisconsin limited liability company (hereinafter "Declarant"), pursuant to and in accordance with the provisions of the Condominium Ownership Act created by Chapter 703 of the Wisconsin Statutes and the Declaration of Condominium of ForestWalk Condominiums dated September 24, 1999, and recorded in the Office of the Register of Deeds for Waukesha County, Wisconsin on September 27, 1999, as Document No. 2506302 in Reel 2986, Image 0909, hereinafter referred to as the "Declaration."

RETURN TO

Richard R. Kobriger
Cramer, Multhaupt & Hammes, LLP
P.O. Box 558
Waukesha, WI 53187

WITNESSETH:

In Article XIII of the Declaration, Declarant reserves the right to expand the Condominium by subjecting to the Declaration parts or all of the real estate described in Exhibit E of the Declaration (the "Expansion Real Estate") and also by constructing thereon, either before or after such expansion, no more than an additional sixteen (16) Units.

Declarant now desires to subject to the Declaration a portion of the Expansion Real Estate (hereinafter "The Phase III Property") and to construct thereon one (1) building consisting of eight (8) units.

The Phase III property and the additional building and improvements thereon, together with the Condominium created under the Declaration, shall be referred to herein jointly as the "Condominium." As used herein, the term "Unit Owner" shall mean the owner of a Unit and any building previously declared or declared herein, unless otherwise limited.

NOW, THEREFORE, Declarant, the fee owner of the Phase III Property, pursuant to Article XIII of the Declaration, hereby amends the Declaration by submitting the Phase III Property described in Exhibit 2-A attached hereto and the additional building and improvements to the Condominium Ownership Act and the Declaration as though fully set forth therein at the time of recording the Declaration, subject to taxes and assessments not yet due and payable, municipal and zoning ordinances, recorded easements and restrictions, any

other easements and/or rights in favor of gas, sanitary sewers, storm sewers, electric, telephone and water utilities, all other matters of record and the following restrictions and conditions:

1. Article I of the Declaration, as amended by the First Amendment, is hereby amended by striking the number "sixteen (16)" therefrom and replacing it with the number "twenty-four (24)."

2. Article V of the Declaration, as amended by the First Amendment, is hereby amended by striking Section 1 and replacing it with the following:

"1. Ownership. The ownership of each Unit within Phase I, Phase II, and Phase III shall include a 1/24th undivided interest in the Common Elements."

3. Article VI of the Declaration is hereby amended by striking Section 2 and replacing it with the following:

"2. Membership and Voting. Each Unit owner and the owner of Unit 18155 shall be members of the Association. One (1) vote shall appertain to each Unit within Phase I, Phase II, and Phase III. Owners within Unit 18155 shall not be entitled to vote on any matter submitted to a vote of the members, but shall be entitled to attend meetings of the Association. Membership shall commence and terminate with ownership. The manner of sharing and casting ballots shall be set forth in the Bylaws."

4. Exhibit A of the Declaration is amended by adding the legal description for Phase III set forth on Exhibit 2-A attached hereto.

5. Exhibit B of the Declaration is amended to include Exhibit 2-B attached hereto.

6. Exhibit C of the Declaration is hereby amended by adding to it the following:

All addresses are Brookfield, Wisconsin, 53045:

<u>Unit No.</u>	<u>Unit Address</u>
18205	18205 West Wisconsin Avenue
18211	18211 West Wisconsin Avenue
18215	18215 West Wisconsin Avenue
18221	18221 West Wisconsin Avenue
18225	18225 West Wisconsin Avenue
18231	18231 West Wisconsin Avenue
18235	18235 West Wisconsin Avenue
18241	18241 West Wisconsin Avenue

7. Exhibit D to the Declaration is amended to include Exhibits 2-D-1, 2-D-2 and 2-D-3 attached hereto. The floor plans for the building situated on the Phase III property are as set forth in Exhibits

2-D-1, 2-D-2 and 2-D-3 attached hereto.

8. Exhibit E to the Declaration, as amended by the First Amendment, is amended by deleting said Exhibit 1-E. Effective upon the recording of this Second Amendment, there is no expansion real estate.

9. Except as otherwise stated herein, the provisions of the Declaration shall be deemed to extend to Units in all buildings as though all had been fully set forth therein at the time of recording the Declaration.

Executed this 4 day of November, 2002.

ForestWalk, LLC

By: *Helmut Toldt*

Helmut Toldt, Member

STATE OF WISCONSIN)

) SS.

COUNTY OF WAUKESHA)

Personally came before me this 4 day of November, 2002, the above-named Helmut Toldt, Member of ForestWalk, LLC, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Michele A. Reimer

Notary Public, State of Wisconsin

My Commission 1.26.03

THIS INSTRUMENT DRAFTED BY AND
SHOULD BE RETURNED TO:

Attorney Richard R. Kobriger
Cramer, Multhauf & Hammes, LLP
1601 E. Racine Avenue, Suite 200
P.O. Box 558
Waukesha, WI 53187-0558

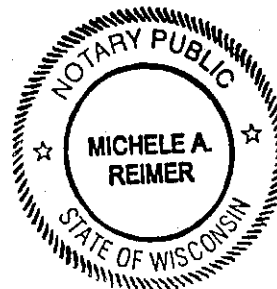


EXHIBIT 2-A**LEGAL DESCRIPTION (Phase III)**

Parcel 1 of a Certified Survey Map No. 6729, recorded April 24, 1992, in Volume 56 of Certified Survey Maps on Page(s) 145 thru 151, as Document No. 1725894 being a division of the North West ¼ and the North East ¼ of the South West ¼ of Section 28, Township 7 North, Range 20 East, Town of Brookfield, County of Waukesha, State of Wisconsin.

EXCEPTING THEREFROM THE LEGAL DESCRIPTIONS OF PHASE I, PHASE II AND UNIT 18155.

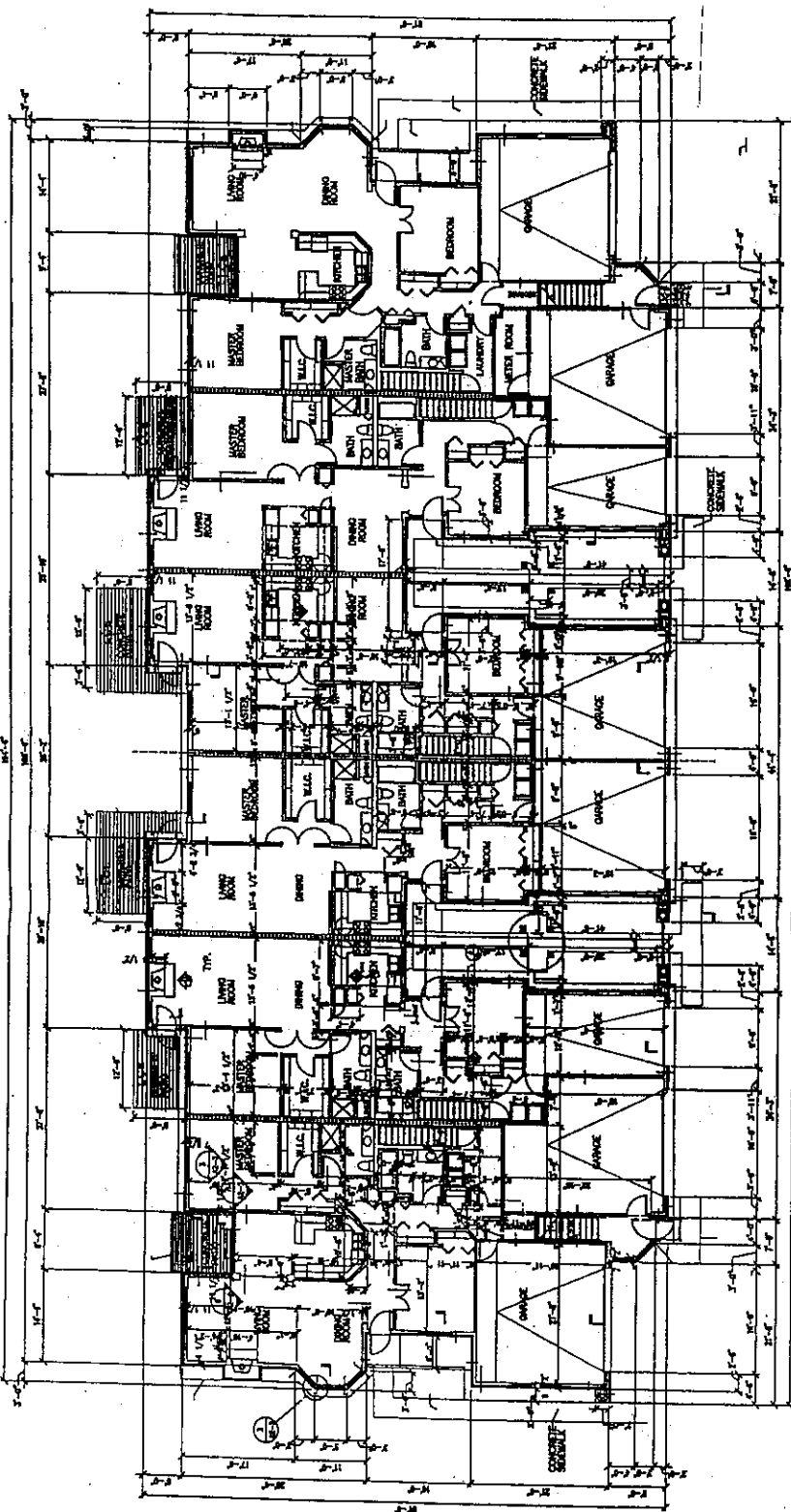
AREAS OF LIMITED COMMON ELEMENTS

FORESTWALK CONDOMINIUMS

APPENDUM NO. 2

IN THE TOWN OF BROOKFIELD, WAUKEGA COUNTY, WISCONSIN

UNIT	UNIT	UNIT	UNIT	UNIT
18205	18215	18221	18225	18231
				18241



FIRST FLOOR (NOT TO SCALE)

National Survey & Engineering
 11111 W. WISCONSIN
 CHICAGO, ILL. 60642-1001

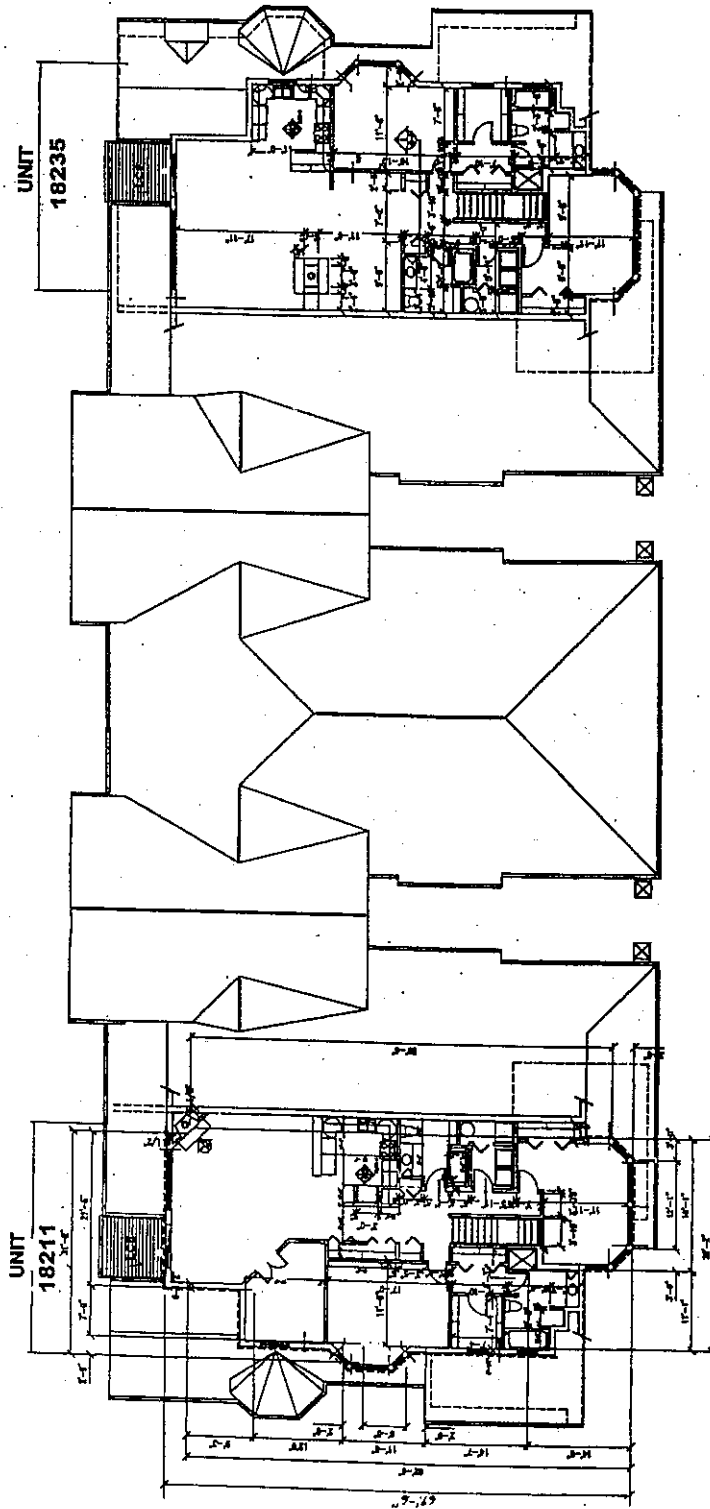
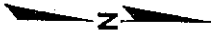
DATE: 11/11/03
 DRAWN BY: J.P.C./S.L.S.



THIS INSTRUMENT WAS DRAWN BY J.P.C./S.L.S. 5-2003

AREAS OF UNITED COMMON ELEMENTS

FORESTWALK CONDOMINIUMS
APPENDUM NO. 2
IN THE TOWN OF BROOKFIELD, WAUKESHA COUNTY, WISCONSIN.



SECOND FLOOR (NOT TO SCALE)

National Survey & Engineering
11000 N. Lincoln
Suite 100
Brookfield, WI 53005
Phone: 414.438.1234
Fax: 414.438.1235
www.nsewi.com

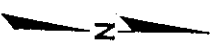


THIS INSTRUMENT WAS ORIGINATED BY JOHN P. CHABOZZI, R.L.S., 5-2005

PAGE 5 OF 5 PAGES

EXHIBIT 2-D-2

IN THE TOWN OF BROOKFIELD, WAUKESHA COUNTY, WISCONSIN.



...

THIS INSTRUMENT WAS DRAFTED BY JOHN P. CASUCCI, R.L.S., S-20513

EXHIBIT 1-E

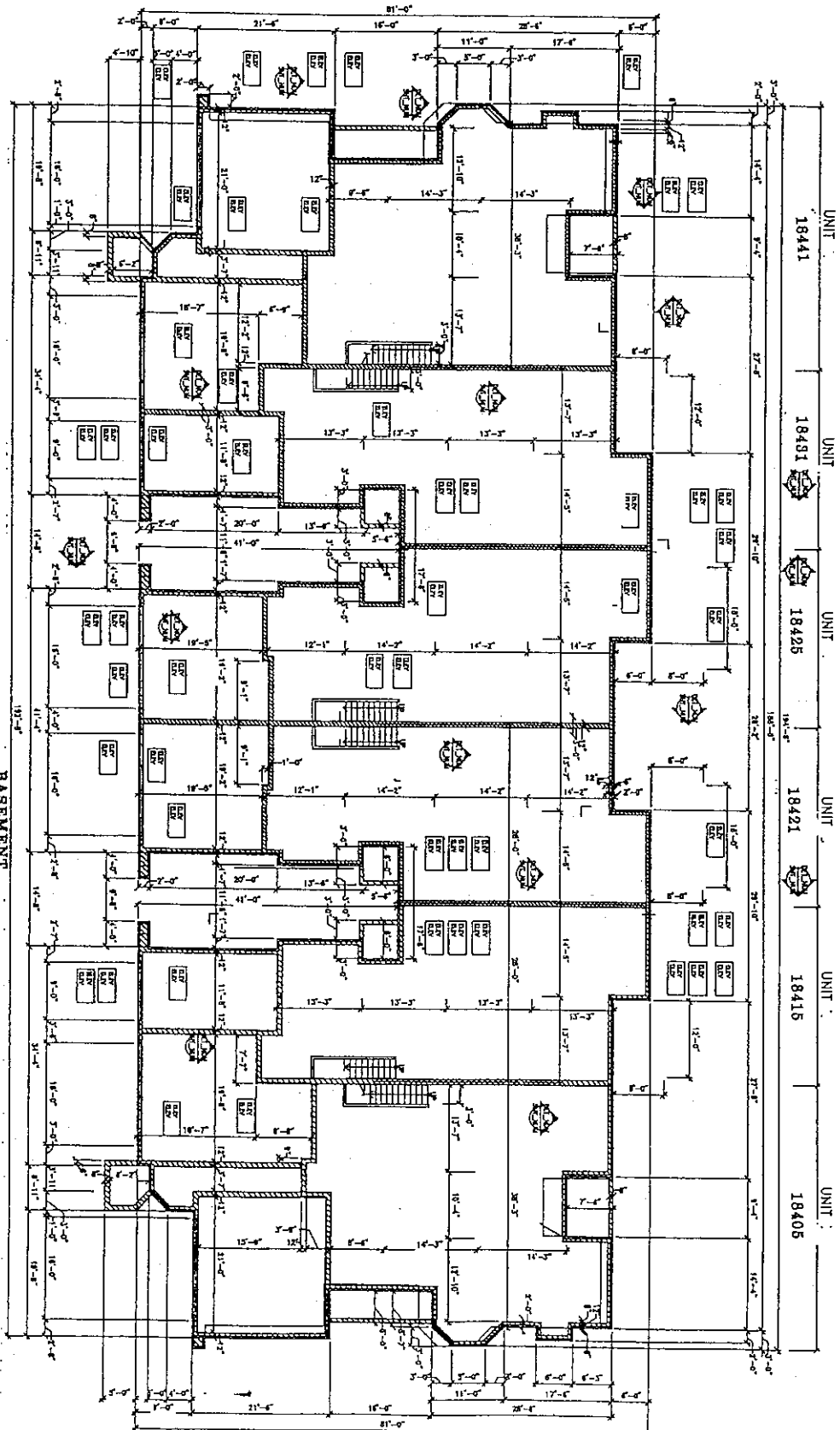
LEGAL DESCRIPTION (Expansion Real Estate)

Parcel 1 of a Certified Survey Map No. 6729, recorded April 24, 1992, in Volume 56 of Certified Survey Maps on Page(s) 145 thru 151, as Document No. 1725894 being a division of the North West $\frac{1}{4}$ and the North East $\frac{1}{4}$ of the South West $\frac{1}{4}$ of Section 28, Township 7 North, Range 20 East, Town of Brookfield, County of Waukesha, State of Wisconsin.

EXCEPTING THEREFROM THE LEGAL DESCRIPTIONS OF PHASE I, PHASE 2 AND UNIT 18155.

FORESTWALK CONDOMINIUMS

IN THE TOWN OF BROOKFIELD, WAUKESHA COUNTY, WISCONSIN.

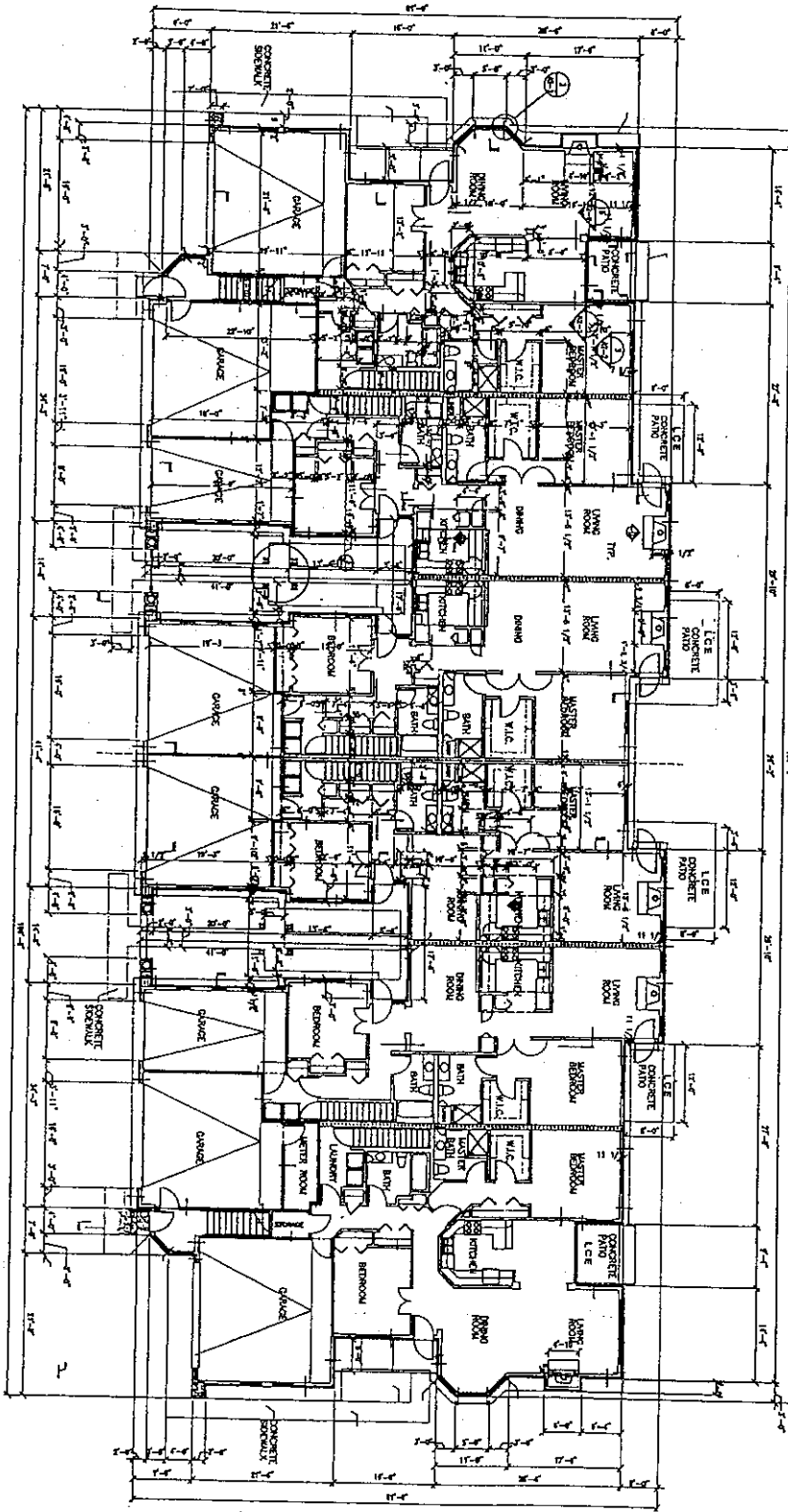


BASEMENT
North →

FORESTWALK CONDOMINIUMS

IN THE TOWN OF BROOKFIELD, WAUKESHA COUNTY, WISCONSIN

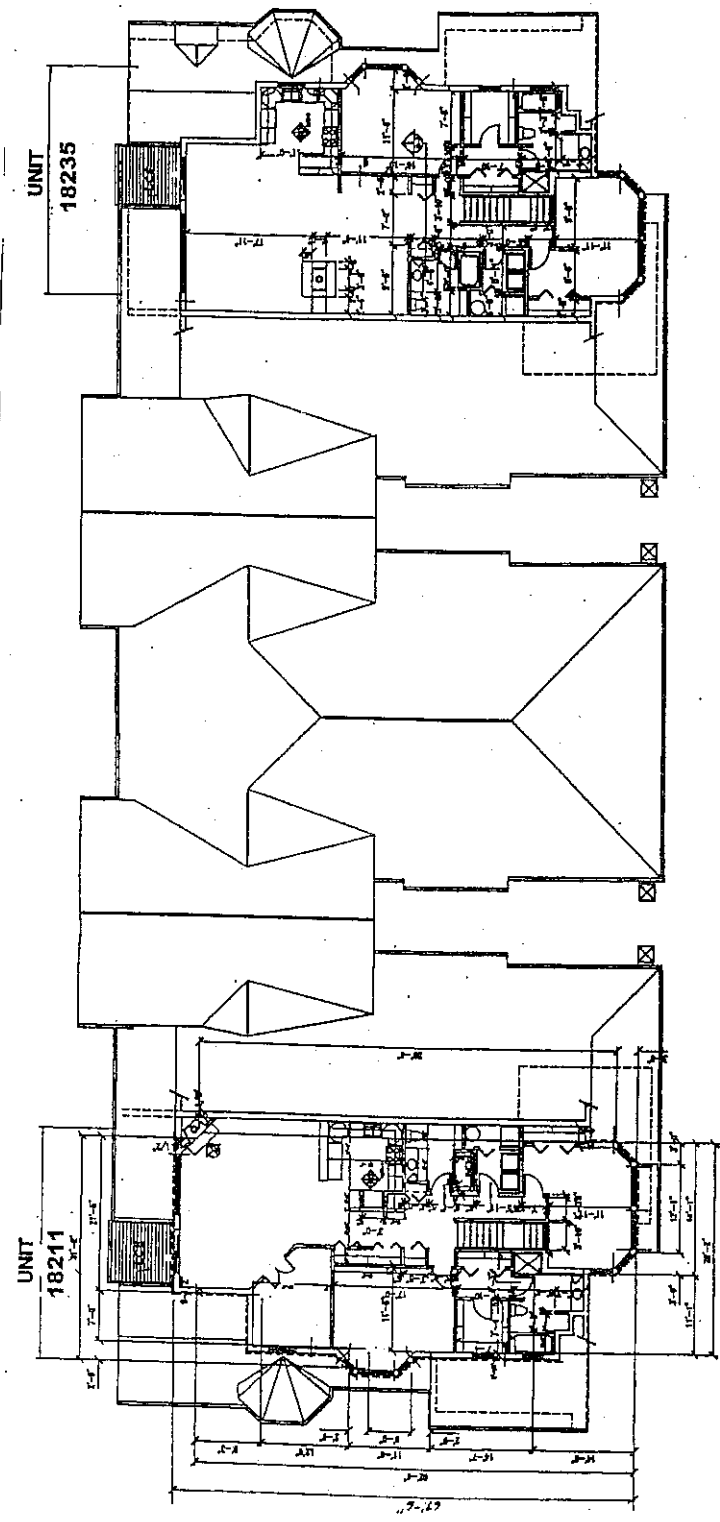
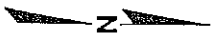
UNIT	UNIT	UNIT	UNIT	UNIT	UNIT
18441	18431	18426	18421	18416	18406



FIRST FLOOR
North →

FORESTWALK CONDOMINIUMS
APPENDUM NO. 2
IN THE TOWN OF BROOKFIELD, WAUKESHA COUNTY, WISCONSIN

AREAS OF LIMITED COMMON ELEMENTS



SECOND FLOOR (NOT TO SCALE)

National Survey & Engineering
11000 W. Center
Oconomowoc, WI 53404
Phone: 261-1111
Fax: 261-1111
www.nsewi.com

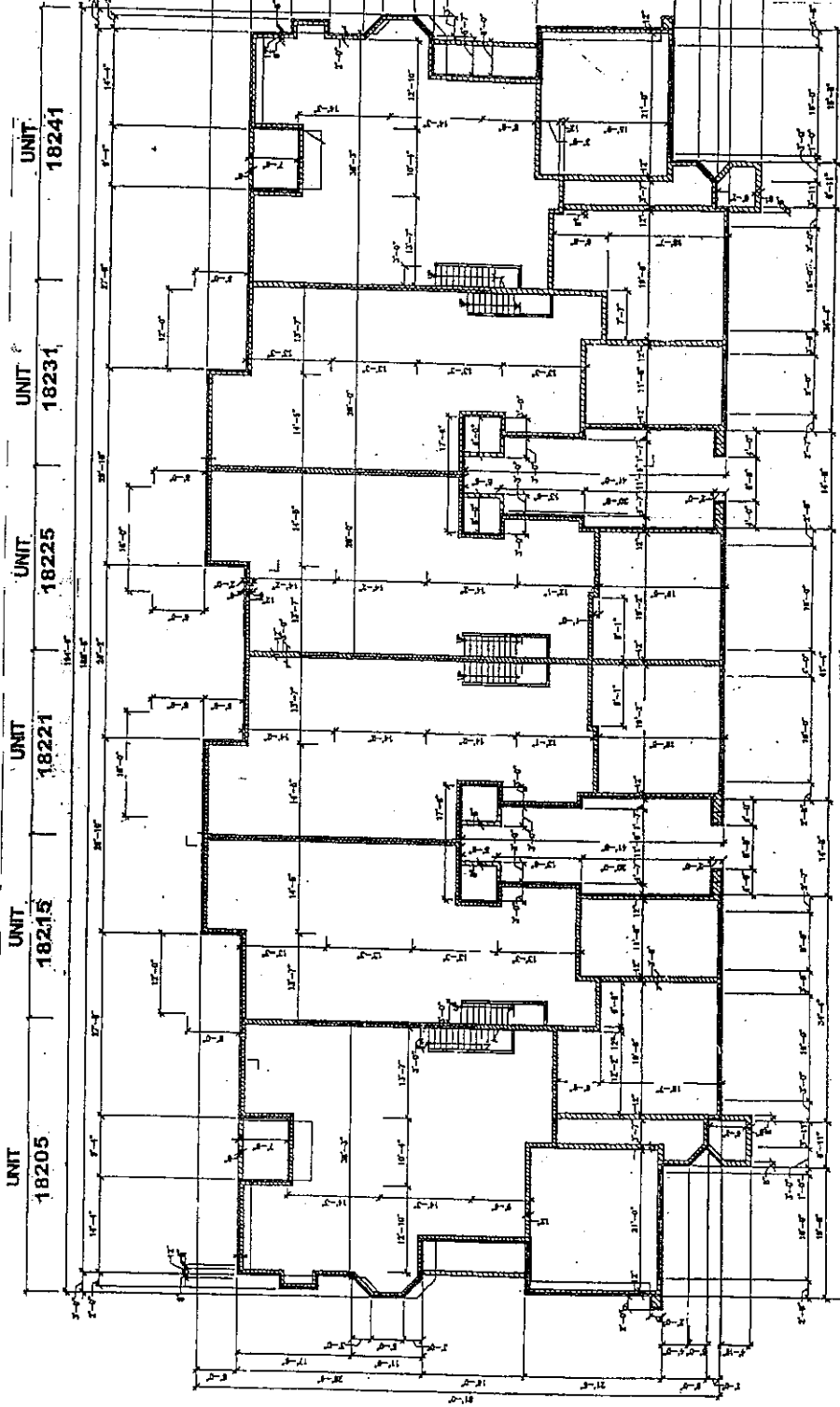
PLATE 5 OF 5 PAGES

THIS INSTRUMENT WAS DRAFTED BY JOHN P. DUSKO, R.L.S., 5-2005

FORESTWALK CONDOMINIUMS

APPENDUM NO. 2

IN THE TOWN OF BROOKFIELD, WAUKESHA COUNTY, WISCONSIN.



BASEMENT (NOT TO SCALE)

National Survey & Engineering
1100 W. JEFFERSON
OAK RIDGE, TN 37830

DATE: 11/18/2003
BY: J.P. CASCOLO
CHECKED: J.P. CASCOLO
SCALE: AS SHOWN

PAGE 3 OF 5 PAGES

THIS INSTRUMENT WAS DRAFTED BY JOHN P. CASCOLO, R.L.S., 5-2003

EXHIBIT 2-D-3.

EXHIBIT 1-E

LEGAL DESCRIPTION (Expansion Real Estate)

Parcel 1 of a Certified Survey Map No. 6729, recorded April 24, 1992, in Volume 56 of Certified Survey Maps on Page(s) 145 thru 151, as Document No. 1725894 being a division of the North West $\frac{1}{4}$ and the North East $\frac{1}{4}$ of the South West $\frac{1}{4}$ of Section 28, Township 7 North, Range 20 East, Town of Brookfield, County of Waukesha, State of Wisconsin.

EXCEPTING THEREFROM THE LEGAL DESCRIPTIONS OF PHASE I, PHASE 2 AND UNIT 18155.

UNIT : _____
IN THE TOWN OF BROOKFIELD, WAUKESHA COUNTY, WISCONSIN.

UNIT
18441

18491



1941

18415

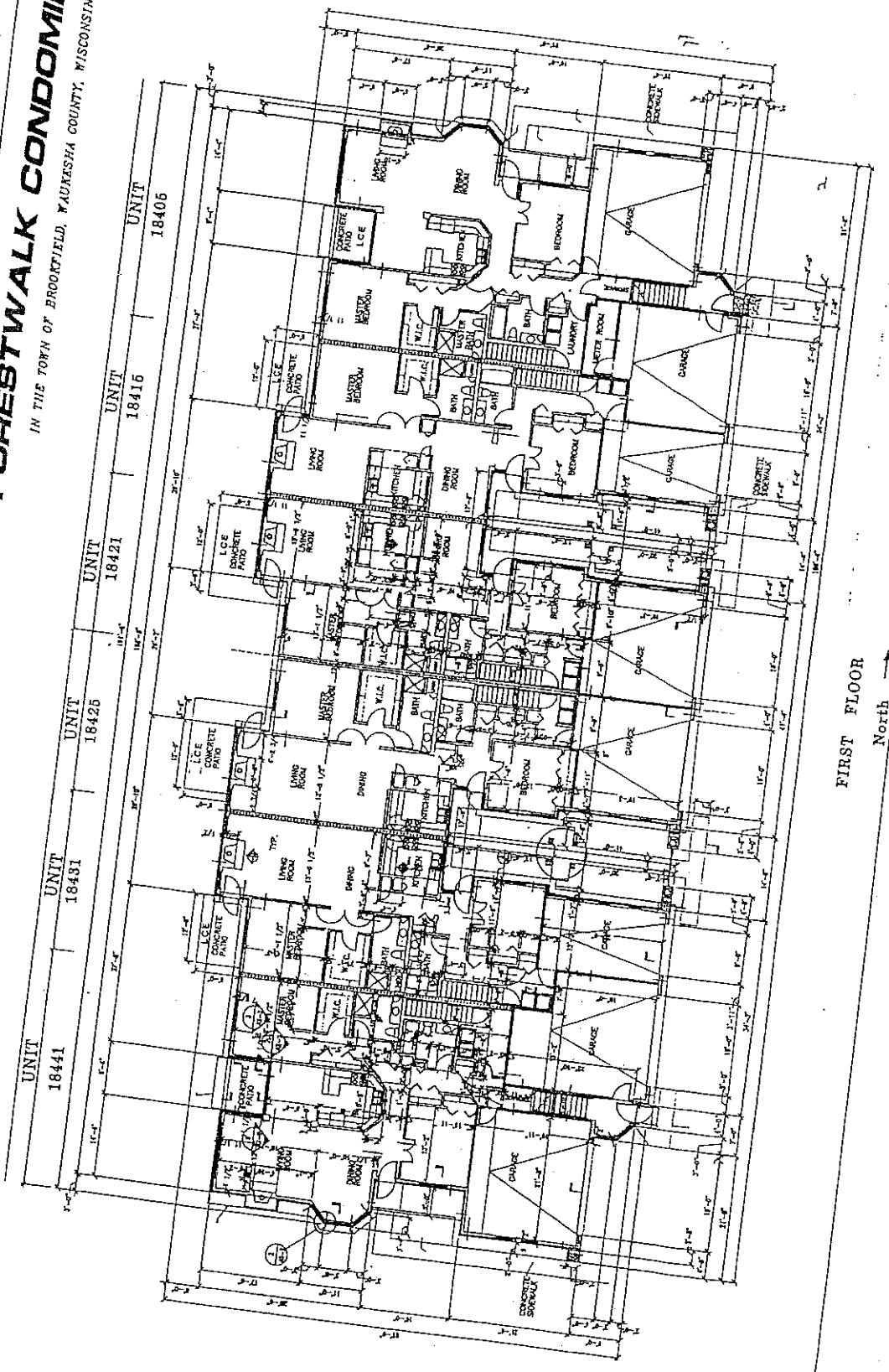
North

PAGE 6 OF 8 PAGES

EXHIBIT D-7

FORESTWALK CONDOMINIUMS

IN THE TOWN OF BROOKFIELD, WAUKESHA COUNTY, WISCONSIN



FIRST FLOOR
North →

2/22/2021

Print

<https://mail.twcbc.com/do/mail/message/preview?msgId=INBOXDELIM79223>

Date: Saturday, February 20, 2021 2:09 PM
From: Stephane Barrault <stephane.barrault@mogroup.com>
To: camco@camcomgmt.net <camco@camcomgmt.net>
Subject: RE: Garage Heater

F. Weller

Hello Brian,

Thank you for the update, we 'll contact the town of Brookfield to request the permit.

In regards to the certificate of insurance, i sent by email the document attached.

Do you need the same document sent by mail to your office ?

The power line (240 V) will come from my unit / main breaker line.

I'll communicate the permit once ready.

Let me know.

Thank you

Stephane

EMAILED

2/24/21 to B

-----Original Message-----
From: camco@camcomgmt.net <camco@camcomgmt.net>
Sent: Saturday, February 20, 2021 12:21 PM
To: Stephane Barrault <stephane.barrault@metso.com>
Subject: Garage Heater

Stephane,

The Board Of Directors for Forest Walk Condominiums has approved your request with the following conditions.

1. Contractor needs to provide a certificate of insurance sent to my office.
2. You need to send to me a permit from the Town Of Brookfield a copy of the permit before you start any work.
3. The power hook up must come from your unit.
4. An inspection and test of the unit needs to be done by the Association.
5. A copy of the heaters specification, make, model etc. needs to be sent to my office.

Thank You in Advance,

Brian Cameron
Camco Management

certificate.pdf



ASHCCON-01

ANICHOLS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/19/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Robertson Ryan - Waukesha 20975 Swenson Drive, Suite 175 Waukesha, WI 53186	CONTACT NAME:	
	PHONE (A/C, No, Ext): (414) 271-3575	FAX (A/C, No): (262) 717-9434
INSURED Ashcroft Electric & Construction LLC 15105 High Knoll Lane Brookfield, WI 53005	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: SOCIETY INSURANCE	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		
NAIC #		
15261		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:			BP18017772	6/1/2020	6/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			CA18017773	6/1/2020	6/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			UM18017775	6/1/2020	6/1/2021	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in WI) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A		WC18017774	6/1/2020	6/1/2021	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Job: 18441 W Wisconsin Avenue, Brookfield WI 53045

CERTIFICATE HOLDER

CANCELLATION

CAMCO Management
16535 W Bluemound Road, #120
Brookfield, WI 53005

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE