

TAB 2

DECLARATION



CONDOMINIUM DECLARATION OF WESTBROOK VILLAS CONDOMINIUMS

1. Statement of Owner's Intent

This Condominium Declaration (Declaration) is made pursuant to the Condominium Ownership Act of the State of Wisconsin, Chapter 703 of the Wisconsin Statutes, (hereafter referred to as the "ACT"), effective this 25th day of March, 2003, by Westbrook Development Corp., a Wisconsin corporation, whose principal offices are located at 2829 North Meade Street, Appleton, Wisconsin 54911, which is hereafter referred to as the "Declarant".

The purpose of this Declaration is to submit the real property described below and the improvements constructed or to be constructed thereon to the condominium form of ownership in the manner provided by the ACT and by this Declaration. All of the Declarant's rights and obligations hereunder are fully assignable.

Declarant states that it is the sole owner of the real property described under Section 3 below and incorporated into this section by reference, together with all improvements, if any, located thereon, which is hereby submitted to the Condominium in the form of use and ownership as provided for in the ACT and in this Declaration and which property shall be held, conveyed, divided, leased, encumbered, used, improved, and in all respects otherwise effected subject to the provisions, conditions, covenants, restrictions and easements of this Declaration and the ACT. Declarant states that it is the sole owner of the Expansion Areas described under Section 7 below. All provisions hereof shall be deemed to run with the land and shall continue as benefits and burdens to the Declarant, its successors and assigns, and to all parties hereafter having any interest in the property subject to this Declaration.

The term "Condominium" as used herein shall mean all property subject to this Condominium Declaration including, but not limited to, the real estate, the improvements on said real estate, the Condominium (residential) Units, all Common Elements, and all Limited Common Elements.

2. Name and Address

The name by which this Condominium is to be identified is Westbrook Villas Condominiums and its business address is initially 2829 North Meade Street, Appleton, Wisconsin. The Unit numbers shall include as follows: Phase I, Units 68-89, Phase II, Units 1-67. The location of this Condominium shall be controlled by the legal description of the real property set forth below.

3. Legal Description of Real Property/Expanding Condominium

Phase I under the terms of the ACT has the following legal description:

Located in all of Lot 2, of Outagamie County Certified Survey Map #4263, also being part of the Northeast 1/4 of the Southeast 1/4 of Section 18, Township 21 North, Range 17 East, Town of Grand Chute, Outagamie County, Wisconsin, bounded by a line described as follows:

Commencing at the East 1/4 corner of said Section 18, thence S00°25'10"E, 40.01 feet along the east line of the Southeast 1/4; thence N89°26'18"W, 40.01 feet to the Point of Beginning; thence S00°25'09"E, 380.17 feet; thence S89°17'06"W, 112.14 feet; thence N88°52'20"W, 182.67 feet; thence N78°54'12"W, 261.98 feet; thence N56°33'08"W, 226.32 feet; thence S89°40'58"W, 171.23 feet; thence N61°52'11"W, 96.47 feet to the southeast corner of Lot 1, C.S.M. #2327; thence along the east line of said Lot 1, N00°33'42"E, 168.00 feet to the south right-of-way line of Capitol Drive; thence along said south right-of-way, S89°26'18"E, 992.61 feet to the Point of Beginning. Said parcel contains 7.05 acres more or less and is subject to all easements and rights-of-way of record.

The Declarant hereby designates this Condominium to be an expanding condominium as authorized under Section 703.26 Wis. Stats. and reserves the right to add additional property to this Condominium in one or more subsequent Phases by the addition of up to an additional approximate 7.05 acres of property. The Declarant is not required to add all or any portion of this property to the Condominium, but retains the right to do so at any time within a period of ten (10) years from the filing of this Declaration. This expansion area for Phase II of this Condominium is shown on Exhibit A to this Declaration. The property for Phase II is not presently being made part of the Condominium and the Declarant reserves all right to determine when additional land may be added, and how much land, if any, will be added to the Condominium during the next ten (10) years.

The legal description for Phase II of this expanding Condominium is as follows:

Located in all of Lot 1, of Outagamie County Certified Survey Map #4263, also being part of the Northeast 1/4 of the Southeast 1/4 and the Northwest 1/4 of the Southeast 1/4 of Section 18, Township 21 North, Range 17 East, Town of Grand Chute, Outagamie County, Wisconsin, bounded by a line described as follows:

Commencing at the East 1/4 corner of said Section 18, thence N89°26'18"W, 2385.09 feet; thence S06°42'07"E, 40.08 feet to the Point of Beginning; thence S89°26'18"E, 930.64 feet along the south right-of-way of Capitol Drive; thence S00°33'42"W, 168.00 feet; thence S89°26'18"E, 417.40 feet; thence S61°52'11"E, 96.47 feet; thence S08°51'58"W, 150.84 feet; thence S56°45'51"W, 120.34 feet; thence S64°32'37"W, 258.67 feet; thence S65°28'22"W, 354.42 feet; thence S64°49'44"W, 322.81 feet; thence S62°35'36"W, 259.75 feet; thence

N45°10'27"W, 185.68 feet; thence N06°42'07"W, 831.64 feet to the Point of Beginning.

Said Parcel Contains 19.72 acres, more or less and is subject to all easements and rights-of-way of record.

The maximum number of Units which may be added in Phase II are 67 Units and the percentage interest in the Common Elements will then be based upon a total of up to 89 Units. The maximum acreage of Phase II is 19.72 acres.

For each additional Unit added to the Condominium the corresponding percentage of ownership in the Common Elements by pre-existing Units will be reduced proportionately such that each Unit Owner will own that percentage of the Common Elements determined by dividing "one Unit" by the "total Units" then developed.

4. Condominium Plat/Floor Plans

The Declarant has prepared and filed for record with the Outagamie County Register of Deeds office a Condominium Plat, attached as Exhibit A, consisting of a boundary survey of the initial property described in this Declaration, showing the location of the units contemplated for sale in this Condominium, and common areas to the extent feasible. Diagramic floor plans are shown on Exhibit B. Floor plans may be changed by the Declarant at any time and upon such change in floor plans an amendment to the Declaration will be filed by the Declarant.

5. Description and Number of Condominium Units

The number of "Condominium Units", which are the residential Units for this Condominium, shall be determined by the Declarant, in accordance with the Declarant's sole discretion; however, there shall be a maximum total of eight-nine (89) Condominium Units combined in Phase I and Phase II. There is no assurance that all eighty-nine (89) Condominium Units will be built.

The Unit names and numbers for each Phase will be identified as follows:

Phase I Unit 68, Unit 69, ... etc. through Unit 89
Total Phase I Units - 22

Phase II Unit 1, Unit 2, ... through Unit 67
Total Phase II Units - 67

Units, and the configurations of the buildings containing them, are subject to amendment by the Declarant.

The term "Condominium Unit" as referred to in this Declaration shall constitute that part of this Condominium intended for independent private residential use, including garages, comprised of one or more cubicles of air at one or more levels of space having outer boundaries formed by the interior surfaces of the perimeter walls, floors, ceilings, windows, window frames, doors and door frames of the building, before finishing. All windows, window frames and doors, including all glass, shall be considered part of the Condominium Unit. Condominium Unit Owners have exclusive and private use of the Condominium Units they own.

In the event the Declarant does not complete any portion of the original initial projected maximum number of twenty-two (22) Condominium Units for Phase I within five (5) years after recording this Declaration, the Declarant shall then comply with the provisions of Section 703.255, Wisconsin Statutes. The number of Condominium Units to be designated in each parcel of property made part of this Condominium now, or in the future pursuant to expansion plans, remains subject to the discretion of the Declarant, and the Condominium Plat may be modified by the Declarant accordingly. In the event the Declarant does not complete any portion of the projected maximum Units for Phase II, after such Phase is added to this Condominium, within five (5) years of the amendment making these additions, the Declarant shall then comply with the provisions of Section 703.255 Wisconsin Statutes on a Phase by Phase basis.

6. Description of Common Elements

The Common Elements shall consist of all the Westbrook Villas Condominiums land, improvements and appurtenances, except for the individual Condominium Units as defined herein including without limitation the land on which the building or buildings are located, the surrounding land, bearing walls, floors, and ceilings, except the interior surfaces thereof which form the outer boundaries of a Unit, roofs, foundations, and those hallways, stairways, entrances and exits which are designed for the common use by the Owners of more than one (1) Condominium Unit, pipes, ducts, electrical wiring and conduits, public utility lines, water and sewer laterals, outside walls, girders, beams and supports, structural parts of the buildings, walks driveways, parking spaces, landscaping), and other parts of the property, necessary or convenient to its existence, maintenance and safety or otherwise normally in common use. The Unit Owners have the right of access and use of all of the Common Elements in common with other Unit Owners. The Common Elements may be used only for the purposes for which they were intended, and such Common Elements are subject to mutual rights of support, access, use and enjoyment by all Unit Owners.

7. Description of Limited Common Elements

A portion of the Common Elements and facilities to be used exclusively by the Unit Owners shall be designated as "Limited Common Elements". Such Limited Common Elements consist of all patios, driveways, stoops and sidewalks, and the plumbing, heating, air conditioning and ventilating fixtures and mechanical equipment installed in each building for purposes of serving an individual Condominium Unit, if any, such as are intended for private use of specific Unit Owners. Use of Limited Common Elements is reserved to the Unit Owners to

whose Unit these elements are appurtenant. In any Condominium building containing joint party walls between Units, mechanical fixtures, piping, electrical service, equipment and duct work serving that building only, shall be deemed joint Limited Common Elements for the owners of the Units in that building being served by these fixtures.

8. Construction Timetable

Condominium Units, together with Common and Limited Common Elements will be constructed in the number and at the rate that the Declarant determines in its sole discretion to be adequate for the available market demand. The Condominium Plat shown depicts the location of proposed Condominium Units; however, the Declarant is under no obligation to construct all or any specified minimum number of the Units shown.

9. Authorized and Restricted Uses of Property

Each of the Condominium Units is intended to be used and is restricted for private non-commercial uses only. The terms of this Declaration, the By-Laws, and any rules and/or regulations adopted by the Association shall further constitute the authorized and restricted uses for this Condominium. Other restrictions include the following:

(a) Each of the Condominium Units 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.

(b) The Declarant may lease any Condominium Unit on such terms and conditions as they desire and in its sole discretion; but after such Condominium Unit has been conveyed by the Declarant to an Owner, the Unit conveyed may not be leased for periods of less than one (1) year, and any such leases shall be subject to rules and regulations such as are promulgated by the Association in writing. Any person occupying a Unit with the authority of an Owner shall comply with all other restrictions, covenants and conditions imposed hereunder upon an Owner. No rooms in any Unit may be rented; and no transient tenants may be accommodated. No Unit Owner may subdivide his Unit. Any Unit Owner other than the Declarant intending to lease a Unit shall notify the Association in accordance with rules and regulations, of the tenant or tenants' names and residence, telephone number and business location and business phone and should provide the Association with a copy of the lease and the owner's address for receipt of notices. In the event any Unit Owner fails to comply with these provisions, the Association may assess the owner of the Unit a penalty in accordance with the rules and regulations.

(c) No Owner shall cause or permit the Common Elements to be so used as to deny other Owners the full use of such portion of the Common

Elements. Accordingly, there shall be no obstruction of any Common Elements. Entries, exits, walks and drives shall be kept clean and orderly and free of bicycles, baby carriages, tricycles, scooters, toys, wagons, grills, pools and like objects. Clothes lines, bug zappers, wood piles, junk, inoperative or unlicensed vehicles shall not be permitted anywhere on the property, nor shall vehicles licensed as trailers, boats, vans, campers, camping trucks, house trailers, motorcycles, snowmobiles or similar items be stored, parked or placed in the Condominium other than in designated areas, if any, as established by the Association. Bicycles should be placed only in those areas designated by the Association.

(d) The unreasonable or unsightly accumulation, of waste, litter, excess or unused building materials or trash is prohibited.

(e) No dish or free-standing antennae for television or aerials for radios shall be erected within any Unit or any other portion of the Condominium, except any community antennae or cable receivers erected by Declarant for the Association. No structure, trailer, tent, shack or barn, temporary or otherwise, except for those maintained by the Declarant, shall be placed or maintained on any portion of the Condominium. Despite the above restrictions satellite dishes not in excess of 24 inches in diameter may be mounted by brackets not above the roof on the exterior of an individual Unit Owner's building at a location approved by the Association in such location that shall not exceed the height of the uppermost roof line.

(f) The Owner of a Unit shall not be deemed to own any supply line, waste lines, pipes, wires, conduits or public utility lines running through said units which are utilized for or serve more than one unit, except as a tenant-in-common with the other Unit Owners.

(g) Each Unit shall be used only for such purposes and to such extent as will not overload or interfere with any Common Elements or to the enjoyment thereof by the Owners of other Units.

(h) No nuisances shall be allowed on the Condominium property, nor shall any use or practice be allowed which is immoral, improper or offensive in the majority opinion of the Board of Directors or in violation of the By-Laws or rules and regulations of the Association or which 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, radios at such times or in such volumes of sound as to be objectionable, or requires any alteration of or addition to any Common Elements.

(i) 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 Section 19 hereof, nor do or permit anything to be done, nor

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 insurance as required or permitted by the provisions of Section 20 hereof, 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 these increases.

(j) If the rate of premium payable with respect to the policies of insurance taken out by the Board of Directors in accordance with the provisions of Section 20 hereof, or with respect to any policy of insurance carried independently by any Unit Owner in any building as permitted by the provisions of Section 19 hereof, shall be increased or shall otherwise reflect the imposition of a higher rate than that applicable to the lowest-rated Unit of its class of use in the same building by reason of anything that is done or kept in a particular Unit or as a result of the failure of any Unit Owner or any occupancy of a Unit to comply with the requirements of the policies of insurance taken out by the Board of Directors or as a result of the failure of any such Unit Owner or occupancy to comply with any of the other terms and provisions of this Declaration, the By-Laws, or the rules and regulations, the Unit Owner of that particular Unit shall reimburse the Association and such other Unit Owners respective for the resulting additional premiums which shall be payable by the Association and such 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.

(k) No unlawful use may be made of the Condominium or any part thereof, and all valid laws, orders, rules and regulations of all governmental agencies having jurisdiction thereof (collectively "legal requirements") shall be strictly complied with. Compliance with any legal requirements shall be accomplished by and at the sole expense of the Unit Owner or Owners or the Board of Directors, 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 Unit 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.

(l) Despite the foregoing provisions, any Unit 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 Unit Owner is obligated to maintain and repair; and the Board of Directors shall cooperate with such Unit Owner in such proceedings, provided that:

(i) Such unit owner shall pay and defend, save harmless, and indemnify the Board of Directors, the Association

and each other Unit 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,

(ii) Such unit owner shall keep the Board of Directors advised as to the status of such proceedings. (The foregoing conditions specified in (i) and (ii) above hereinafter collectively called the "Conditions as to Contest").

(m) Such Unit Owner need not comply with any legal requirements so long as it shall be so contesting the validity or applicability thereof, provided that (i) noncompliance shall not create a dangerous condition or constitute a crime or an offense punishable by fine or imprisonment and (ii) no part of the building of which the Unit involved is a part shall be subject to being condemned or vacated by reason of noncompliance or otherwise by reason of such contest (the foregoing conditions specified in (i) and (ii) of this sentence hereinafter called the "Conditions as to Deferral of Compliance"). The Board of Directors 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 of Compliance. The costs and expenses of any contest by the Board of Directors shall be a common expense.

(n) Unit Owners are allowed to keep and maintain customary household pets, but such pets are prohibited from trespassing upon other Units or the Limited Common Elements of other Units. Pets may be exercised out of doors, providing they are at all times leashed, and the owner immediately cleans up all pet litter. The keeping and maintenance of pets is further subject to rules and regulations of the Association. Any pet declared to be either a public or private nuisance in the discretion of the Board of Directors shall be permanently removed from the Condominium. No pet houses, cages, kennels, or other pet enclosures of any nature shall be permitted anywhere on the Condominium property on the exterior of any Unit.

(o) No boats or other watercraft of any nature may be stored on the Condominium property except for temporary storage inside the garage of a Condominium Unit Owner.

10. Prohibition Against Structural Changes By Owner

Condominium Unit Owners may decorate the interior of their Condominium Unit, but all structural changes are prohibited unless made with the express written consent of the Declarant or the Association. Owners are prohibited from making any permanent changes to the exterior visible portions of Limited Common Elements.

Changes to Common Elements and exterior visible portions of Limited Common Elements may be made only under the express authorization of the Association with rules established for that purpose.

11. Percentage Interest Appurtenant To Each Condominium Unit

The ownership percentage interest in Common and Limited Common Elements appurtenant to each Condominium Unit shall be the number one (1) divided by the number of Units built. For illustration, if six (6) Condominium Units are built, each Condominium will have a 1/6th interest in the Common and Limited Common Elements, whereas if eighty-nine (89) Units are built, each Unit will have a 1/89th interest in the Common and Limited Common Elements. The percentage interest appurtenant to each Condominium Unit shall also change by reduction as each additional Unit is added proportionately to the number of additional Units built.

12. Association of Condominium Unit Owners

All Condominium Unit Owners are required to be a member of an Association of Condominium Unit Owners to be known as Westbrook Villas Condominiums Homeowners' Association, Inc.. This Association will consist of a non-stock and non-profit corporation organized and existing pursuant to the laws of Chapter 181 of the Wisconsin Statutes. The corporate name shall be Westbrook Villas Condominiums Homeowners' Association, Inc. herein called the "Association", which shall be responsible for carrying out the purposes of this Declaration. Each Condominium Unit Owner shall abide by and be subject to all of the terms of this Declaration and also the By-Laws, rules and regulations of the Association. The Association may obtain and pay for the services of any person or entity to manage all or part of its affairs and perform any other reasonable or necessary services that the Association may determine to be for the good of the Condominium.

13. Declarant Interim Administration

Until such time as it is announced by the Declarant, the management and administration of the Condominium shall be vested in the Declarant. The Declarant, therefore, shall have, among other powers, the right to adopt By-Laws, to amend By-Laws, to provide for maintenance, repair, replacement of Common Elements, to collect from Unit Owners their share of common expenses, to provide and adopt a budget, to adopt rules governing the Condominium, to provide insurance against loss or damage to the Common Elements, and Limited Common Elements, to provide public liability insurance, and to insure against other hazards as the Declarant may determine, and to exercise all such other powers and responsibilities on behalf of the Association as may be reasonable or necessary for the operation of the Condominium. The Declarant reserves the right to assign all or any portion of the responsibility for management and

administration to a designated agent or independent contractor selected by the Declarant for purposes of performing these functions.

Prior to the conveyance of twenty-five (25) percent of the common element interest to purchasers, based upon the assumption that all eighty-nine (89) Units will be made part of the Condominium in Phases 1 and 2, the Association shall hold a meeting and the Condominium Unit Owners other than the Declarant shall elect at least twenty-five (25) percent of the Board of Directors of the Association. Prior to the conveyance of fifty (50) percent of the common element interest to purchasers, the Association shall hold a meeting and the Condominium Unit Owners other than the Declarant shall elect at least thirty-three and one-third (33-1/3) percent of the Board of Directors of the Association.

Declarant's control under this section shall not exceed thirty (30) days after the conveyance of seventy-five (75) percent of the common element interest to purchasers or ten (10) years, whichever occurs first. All time periods herein shall commence to run upon the date that the first Condominium Unit is conveyed by the Declarant to any person other than the Declarant.

Not later than forty-five (45) days after the expiration of any period of Declarant's control, the Association shall hold a meeting and the Condominium Unit Owners shall elect a Board of Directors of at least five (5) directors and officers of the Association. The directors and officers shall take office upon election.

For the purposes of application of this Section 14 it shall be assumed that eighty-nine (89) Condominium Units in total will be built.

**14. Number of Votes at Meetings of Association of Condominium
Unit Owners Appurtenant to Each Condominium Unit**

The Association shall have two (2) classes of voting memberships as follows:

(a) Class A: A Class A member(s) shall be all Unit Owners with the initial exception of the Declarant and shall have one vote for each Unit owned. Should the Unit be owned by more than one person, the owners thereof are entitled collectively to only one vote.

(b) Class B: Class B member(s) shall be the Declarant who shall be entitled to three votes for each of the maximum number of Units contemplated by this Declaration less Units sold. The Class B membership shall cease and be converted to Class A thirty (30) days after the conveyance of seventy-five (75) percent of the common element interest to purchasers or three (3) years after the date the first Condominium was conveyed, whichever first occurs.

15. Resident Agent For Service of Process

The initial resident agent for the service of process shall be Robert K. Hoepfner, 2829 North Meade Street, Appleton, Wisconsin 54911. Change of the agent for service of process may be accomplished by resolution of the Board of Directors and upon filing the name of said resident agent with the Secretary of State for the State of Wisconsin.

16. Repairs, Maintenance/Special Assessments

The Association will be responsible for the management and control of the Common Elements and exterior visible portions of Limited Common Elements and facilities and cause the same to be kept in good, neat, attractive, and sanitary condition, orderly maintained and repaired. Without in any way limiting the foregoing, this shall include all painting, repairing, and decorating of exteriors, maintenance and repair of patios, walks, drives, buildings, garages, parking areas, access routes and maintenance of all grounds and landscaping. The Association shall further be responsible for the proper maintenance and repair of any and all common and electric, telephone, sewer, water, gas and other public utilities.

Within the Condominium property will be four (4) private roads known as Westbrook Court in Phase I, and Autumn Crest Drive, Woods Creek Lane, and Boxwood Lane in Phase II, which are part of the Common Elements (Phase II roads only if Phase II is added to this Condominium) and subject to construction, repair and maintenance common expense by the Association. In the event of any installations, repairs or other public improvements for any other form of public utility or public work, specially assessed against the Condominium, such special assessments shall also constitute common expenses of the Condominium Association.

Repair and maintenance of the individual Units and Limited Common Elements shall be the responsibility of each individual Unit Owner. Each Unit Owner shall be responsible for keeping the interior of his Unit, and all of its equipment, fixtures and appurtenances in good order, condition and repair and in a clean and sanitary condition and shall be responsible for decorating, painting and varnishing which may at any time be necessary to maintain a good appearance and condition of the Unit. Without in any way limiting the foregoing, in addition to decorating and keeping the interior of the Unit in good repair, each Unit Owner shall be responsible for the maintenance, repair or replacement of any plumbing, heating, electrical, ventilating, or air conditioning equipment or systems and components, lighting fixtures, refrigerators, dishwashers, disposals, laundry equipment, such as washers and dryers, ranges or other equipment which may be in or connected to the Unit.

The Association may enter any Unit at reasonable times upon giving advance notice and under reasonable conditions when necessary in connection with any maintenance, construction or repair of public utilities and for any other matters for which the Association is responsible. Such entries shall be made under circumstances so as to provide as little inconvenience to the owners as practical and any damage caused thereby shall be repaired by the Association and treated as a common expense.

17. Damage or Destruction of Property

The Association shall be responsible to repair and/or reconstruct the Common Elements and the Limited Common Elements, in the event of damage to all or part of these Common Elements or Limited Common Elements of the Condominium. All repairs and reconstruction shall be promptly undertaken to restore the Condominium to a condition compatible with the remainder of the Condominium. All cost of the repair or reconstruction in excess of available insurance proceeds shall be a common expense.

The only exception to the repair and/or reconstruction of Common Elements under this section shall be such that upon affirmative vote of at least seventy-five (75) percent of the total votes of the Association entitled to vote, it is determined not to rebuild or reconstruct. Such vote shall be taken within ninety (90) days of the date of the damage or destruction. In the event of a seventy-five (75) percent vote determining that repair or reconstruction shall not take place, the provisions of Section 703.18 of the Wisconsin Statutes authorizing partition shall not apply.

Each Unit Owner shall promptly repair and/or reconstruct, at the Unit Owner's expense, that portion of damaged Limited Common Elements and components appurtenant to his or her own Unit to the extent the Owner is responsible for repairs and maintenance thereof.

18. Insurance

The Association, by action of its Board of Directors, shall provide and maintain fire and all risk coverage insurance on the buildings, including both the Common Elements and Limited Common Elements thereof, for the full insurable value (replacement value). Such insurance shall be obtained in the name of the Association as trustee for each of the Unit Owners and their respective mortgagees, as their interests may appear. Premiums shall be a common expense. To the extent permitted by the insurance company carrying the coverage, the policies shall provide that the insurer waives its right of subrogation as to any claim against Unit Owners, the Association, and the respective servants, agents and guests, and that the insurance not be cancelled, invalidated or suspended on account of conduct of any one (1) or more Unit Owners or the Association, or their servants, agents and guests, without thirty (30) days' prior written notice to the Association giving it opportunity to cure the defects within that time. The amount of protection and the types of hazards to be covered shall be reviewed by the Association through its Board of Directors at least annually, and the amount of coverage may be increased or decreased at any time it is deemed necessary to conform to the requirements of full insurable value. The provisions of such insurance shall be without prejudice to the right of each Unit Owner to insure his or her own Unit and the contents thereof for personal benefit.

In the event of partial or total destruction of Condominium property, insurance proceeds shall first be disbursed by the trustees for the repair or restoration of the damage to Common Elements and Limited Common Elements, and the Unit Owners and mortgagees shall not be entitled to receive payment of any portion of the insurance proceeds unless the Association has determined not to rebuild or reconstruct, or the circuit court has ordered partition of the Condominium property, or there is a surplus of insurance proceeds after the Common Elements

and Limited Common Elements have been completed repaired or reconstructed. The Association shall also procure general liability insurance granting protection for all claims commonly insured against naming the Association and Unit Owners as insureds providing per occurrence liability coverage of not less than \$2,000,000.00, or in any such greater amount as may be determined by the Association. Provisions for such liability insurance shall be without prejudice for each individual Unit Owner to procure their own separate liability insurance protection. Owners shall be responsible to provide their own insurance for the contents of their Units.

19. Common Expenses and Common Surpluses

(a) The cost of common expenses incurred by the Association for the Condominium including but not limited to administration of the Association, insurance, repair, maintenance, landscaping, and other expenses for the Common Elements and Limited Common Elements and for common services provided to the Condominium Unit Owners shall be paid for by the Association. The Association shall make assessment against Unit Owners, other than the Declarant, for such common expenses, other than building maintenance, in accordance with the percentage of the undivided interest in the Common Elements and facilities relating to each Condominium Unit in the manner provided for in the By-Laws of the Association.

(b) Despite anything above to the contrary in paragraph (a), assessment for building maintenance and maintenance of Common Elements will be allocated pro-rata to each Unit Owner in the fractional amount determined by dividing the number one by the number of Condominium Units completed. For example, if twenty-two (22) Units are completed, each Unit Owner shall be liable for 1/22nd of maintenance expenses. If eighty-nine (89) Units are completed each Unit Owner shall be responsible for 1/89th of maintenance expenses. Assessments will be applied based upon the number of Units built at the time assessments are made and such assessment formula shall not count Units not yet built or Units which are part of a subsequent Phase not yet added to this Condominium.

(c) Condominium Units not built, Condominium Units under construction, and completed Condominium Units which are owned by the Declarant but neither leased nor occupied shall not be subject to assessments. Despite the preceding sentence, Condominium Units owned by the Declarant which are neither leased nor occupied shall become subject to assessments on the earlier of the date they become leased or otherwise occupied or nine months from the date construction of the Unit is substantially completed. No Condominium Unit Owner may exempt himself or herself or his or her Condominium Unit Ownership from liability for his or her contribution toward the common expenses by waiver of use or enjoyment of any of the common or Limited Common Elements and facilities or services or by the abandonment of his or her Condominium Unit. No conveyance shall relieve any Condominium Unit Owner, grantor or his or her Condominium Unit from such liability. All Condominium Unit Owners shall be jointly, severally and personally liable, along with any grantee, involved in any conveyance for the common expenses incurred up to the date of sale, until all expenses either assessed or accrued through the date of conveyance have been paid.

(d) All assessments, until paid, together with interest on them and actual costs including reasonable fees for collection, constitute a lien on the Condominium Units on which they are assessed, if a Statement of Lien is filed within two (2) years after the date the assessment becomes due. The lien is effective against a Condominium Unit at the time the assessment became due regardless of when within the two (2) year period it is filed. A Statement of Condominium lien is filed in the land records of the clerk of circuit court of the county where the Condominium Unit is located stating the description of the Condominium Unit, the name of the record owner, the amount due and the period for which the assessment was due. Such Statement of Condominium Lien and enforcement thereof shall be in accordance with Section 703.16, Wisconsin Statutes.

(e) Common surpluses of the Association shall be credited to the Condominium Unit Owners' assessments for common expenses of Condominium Unit Owners in proportion to their percentage interests in the Common Elements. Such surpluses may be otherwise distributed or used in any such manner as determined by the Association.

The Declarant shall not be responsible for assessments attributable to any Units not built.

20. Easements

Easements are hereby declared and granted for the benefit of the Unit Owners, the Association, and the Declarant for utility purposes, including those locations necessary for the initial development of this Condominium, for all utility purposes and roads for ingress and egress including, but not limited to, the right to install, lay, maintain, repair and replace electrical lines, water mains and pipes, sanitary and storm sewer lines, gas mains, telephone wire and equipment, television cable systems, transformers, roads, driveways, mail service, walks, refuse pick up, land and necessary appurtenances over, under, along and upon any part of the Common Elements and facilities.

21. Amendments

This Declaration may be amended with the written consent of seventy-five percent (75%) of the Condominium Unit Owners, including the Declarant, based upon the maximum of eighty-nine (89) Condominium Units for all three Phases of this expanding Condominium. If at the end of ten (10) years fewer than eighty-nine (89) Units are built then such lesser total shall be used for determination of a seventy-five percent (75%) vote. An amendment becomes effective when it is recorded in the same manner as the Declaration. A Condominium Unit Owner's written consent for an amendment to this Declaration is not effective unless it is approved by the mortgagee of the Condominium Unit, if any. If an amendment to this Declaration has the effect of reducing the value of any Condominium Unit Owner's interest in any common element, including any limited common element, it increases the value of the Declarant's or any other Condominium Unit Owner's interest in the common element or Limited Common Elements, then the Declarant or other Condominium Unit Owner so benefited shall compensate the Condominium Unit Owner the value whose interest is reduced in the amount of the reduction in

value either in cash or by other consideration acceptable to the Condominium Unit Owner. Such Condominium Unit Owner may waive the right to this compensation in writing. The provisions for compensation in this section do not apply to any amendments relating to the expansion of this Condominium as authorized herein.

22. Termination of Condominium Status

All of Unit Owners may remove all or any part of the property from the provisions of Chapter 703, Wisconsin Statutes, also referred to herein as the ACT, by an instrument to that effect, duly recorded, provided that the holders of all liens affecting any of the Units' consent thereto or agree, in either case by instruments duly recorded, that their liens be transferred to their percentage of undivided interest of the Unit Owner in the property. Upon the removal of any property from the ACT, the property shall be deemed to be owned in common by the Unit Owners. The undivided interest in the property owned in common which pertains to each Unit Owner shall be the percentage of undivided interest previously owned by the owner in the Common Elements.

23. No Waiver

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

24. Captions

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

25. Severability

The provisions hereof shall be deemed independent and severable, and any invalidity or unenforceability of any one provision or portions hereof shall not affect the validity or enforceability of the remaining portion of this Declaration or its provisions.

**FIRST AMENDMENT TO CONDOMINIUM DECLARATION
OF
WESTBROOK VILLAS CONDOMINIUMS**

Purpose of Amendment

This Amendment to the Condominium Declaration of Westbrook Villas Condominiums, herein "Amendment", has been prepared and is being recorded pursuant to the expanding condominium requirements under Section 703.26(3) Wisconsin Statutes for purposes of adding Phase II.

Legal Description of Added Property

The legal description of the property being subjected to the Condominium Ownership Act of the State of Wisconsin, Chapter 703 of the Wisconsin Statutes, (hereafter referred to as the "ACT"), is as follows:

Located in all of Lot 1, of Outagamie County Certified Survey Map #4263, also being part of the Northeast 1/4 of the Southeast 1/4 and the Northwest 1/4 of the Southeast 1/4 of Section 18, Township 21 North, Range 17 East, Town of Grand Chute, Outagamie County, Wisconsin, bounded by a line described as follows:

Commencing at the East 1/4 corner of said Section 18, thence N89°26'18"W, 2385.09 feet; thence S06°42'07"E, 40.08 feet to the Point of Beginning; thence S89°26'18"E, 930.64 feet along the south right-of-way of Capitol Drive; thence S00°33'42"W, 168.00 feet; thence S89°26'18"E, 417.40 feet; thence S61°52'11"E, 96.47 feet; thence S08°51'58"W, 150.84 feet; thence S56°45'51"W, 120.34 feet; thence S64°32'37"W, 258.67 feet; thence S65°28'22"W, 354.42 feet; thence S64°49'44"W, 322.81 feet; thence S62°35'36"W, 259.75 feet; thence N45°10'27"W, 185.68 feet; thence N06°42'07"W, 831.64 feet to the Point of Beginning.

Said Parcel Contains 19.72 acres, more or less and is subject to all easements and rights-of-way of record.

Units Added

The Units added to the Condominium pursuant to this Amendment include Unit 1, consecutively numbered thereafter through Unit 60, for a total of up to 60 additional Units.

Percentage of Ownership/Voting

The new percentage of interest of each Unit Owner based upon Phase I, consisting of 22 Units, and Phase II, consisting of 60 Units, for a total of 82 Units, is such that each Unit Owner shall own one eighty second (1/82) ownership in the Common Elements.

As now expanded by the Amendment, each Unit Owner continues to hold one (1) vote subject to the two classes of voting membership, Class A and Class B. As set forth in Section 14 in the original Declaration for this Condominium, Section 14 grants one (1) Class A member vote to the owner of each Unit sold and owned and three (3) Class B member votes for each of the maximum remaining Units owned by the Declarant and also Units contemplated by the Declaration and this Amendment, less Units previously sold. The Class B membership and three (3) vote allowance for the Declarant on a per unit basis will continue until thirty (30) days after the conveyance of seventy-five percent (75%) of all Common Element interest to purchasers or three (3) years after the date the first Condominium Unit in Phase II documented by this Amendment is conveyed, whichever occurs first.

Remaining Provisions in Declaration

All other remaining provisions in the original Declaration, not inconsistent herewith and not expressly amended by this Amendment, as set forth in the original Declaration dated March 25, 2003 remain in full force and effect with respect to the original Condominium Property and to the Expansion Area and contemplated Units added by this Amendment.

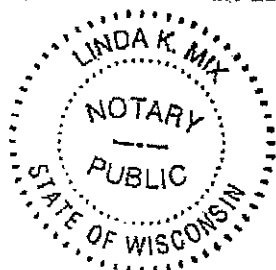
Dated this 30th day of September, 2005.

WESTBROOK DEVELOPMENT CORP.

BY: [Signature]
Robert K. Hoepfner, President

STATE OF WISCONSIN)
) ss.
COUNTY OF OUTAGAMIE)

Personally came before me this 30th day of September, 2005, the above-named Robert K. Hoepfner, known to be the person who execute the foregoing instrument and who acknowledged the same as the act and deed of the corporation.



[Signature]
Notary Public, State of Wisconsin
My Commission expires 04/08/07

THIS INSTRUMENT DRAFTED BY:
ATTORNEY CHARLES D. KOEHLER
HERRLING, CLARK, HARTZHEIM & SIDDALL LTD.
800 NORTH LYNNDALE DRIVE
APPLETON, WI 54914

