

**AMENDED
CONDOMINIUM DECLARATION
OF
CONDITIONS, COVENANTS, RESTRICTIONS AND EASEMENTS
FOR
5513-5515 BROOKVIEW DRIVE CONDOMINIUM**

This Declaration is made pursuant to the Unit Ownership Act of the State of Wisconsin, Chapter 703 of the Wisconsin Statutes (hereinafter sometimes referred to as the "Act") this 20th day of November, 2002, by C & M Land Investments, LLC., a Wisconsin Limited Liability Company, ("Declarant").

1. STATEMENT OF DECLARATION

The purpose of this Declaration is to submit the lands hereinafter described and the improvements constructed thereon to the condominium form of ownership in the manner provided by law and by this Declaration.

Declarant hereby declares that C & M Land Investments, LLC., is the owner of the real property described in this Declaration together with all buildings and improvements thereon which is hereby submitted to the condominium form of use and ownership as provided in the Act and this Declaration. The property, buildings and improvements shall be a "Small residential condominium" as that term is defined in the Act.

2. LEGAL DESCRIPTION

The following described real estate is subjected to the provisions of this Declaration:

Lot Forty-Three (43) KAE ESTATES, Town of Grand Chute, Outagamie County, Wisconsin. Together with an undivided 1/49th interest as tenants in common in and to Lot Fifty-One (51) to be used solely for stormwater detention.

Lot Fifty-One (51) shall be used solely for storm water detention. No private use shall be permitted on said Lot Fifty-One (51). The owners of Forty-Three (43) shall be equally responsible with all other co-owners of Fifty-One (51) for the cost of maintenance and special assessments on said Lot.

3. NAME

The aforesaid real estate and the building and improvements thereon shall be known as 5513-5515 BROOKVIEW DRIVE CONDOMINIUM.

4. DESCRIPTION AND LOCATION OF BUILDINGS

There shall be one (1) main building on the real estate described above which building shall contain two (2) units. Said building shall be one (1) story in height and shall be principally of wood frame construction with roof covered with asphalt composition roofing shingles. The building is to be located on the real estate as indicated in the survey marked Exhibit "A" attached hereto and made a part of this Declaration.

5. DESCRIPTION OF UNITS

Unit 5513 has a post office address of 5513 Brookview Drive, Appleton, WI 54913, and contains 1,465 square feet exclusive of the garage and basement area. It is approximately one half (1/2) of a one (1) story duplex containing three (3) bedrooms, three (3) bathrooms, a living room, kitchen and family area, partially finished basement, and two (2) car garage.

Unit 5515 has a post office address of 5515 Brookview Drive, Appleton, WI 54913, and contains 1,465 square feet exclusive of the garage and basement area. It is approximately one half (1/2) of a one (1) story duplex containing three (3) bedrooms, three (3) bathrooms, a living room, kitchen and family area, partially-finished basement, and two (2) car garage.

6. DESCRIPTION OF COMMON ELEMENTS

The common elements consist of the roof covering both units; and the exterior covering of the walls such as siding, brick or decorations. No major repair or replacement of the roof or a portion thereof shall be made without the agreement of both owners; provided, however, that minor repairs not affecting the appearance of the roof shall be made by the owner of the unit beneath the area requiring such repair. The exterior of the building shall be maintained, decorated and repaired so as to retain a uniform appearance of both units.

A. Common Wall. The common elements also consist of the wall between Unit 5513 and Unit 5515. Said wall is to be used by the unit owners in common, each unit to bear equally with the other cost of keeping the common wall in good order

and repair; provided, however, that damage to one side of the common wall not affecting the other side should be repaired by the owner of the unit on whose side the damage has occurred.

B. Limited Common Elements and Facilities. The driveways in front of the respective garages, the patios, if any, and the respective yards determined by the imaginary extension of the common wall of the two units extended to the property lines will designate limited common elements and are restricted to the use of the unit to which they are adjacent. See Exhibit "A" attached.

7. MAINTENANCE

The unit owners shall be responsible for repair, maintenance or replacement of their individual units. Said unit shall be repaired at the cost of each individual unit owner and they shall keep their units in good repair subject only to normal wear and tear.

8. DESTRUCTION AND RECONSTRUCTION

In the event of the total destruction of the building, it shall be determined by agreement of both unit owners whether to rebuild, repair or restore or sell the property. If damage is only to one (1) unit and such damage does not affect the other unit, the damaged unit shall be repaired by the owner of the damaged unit.

9. RESIDENTIAL PURPOSES

The building and units therein contained are intended for and restricted exclusively to residential use.

10. EASEMENTS

Easements are hereby declared and granted for utility purposes as said easements may exist and appear of record.

11. BINDING EFFECT

All easements and rights described herein are easements appurtenant, running with the land. All easements and rights described herein are granted and reserved to, and shall inure to the benefit of and be binding on, the undersigned, its successors and assigns, and on all unit owners, purchasers and mortgagees and their heirs, personal representatives, successors and assigns. Acceptance of a deed by a unit owner should constitute an acceptance of the provisions of this Declaration, By-Laws and other rules and regulations adopted pursuant thereto.

12. INSURANCE

The unit owners shall provide insurance coverage for loss by fire and extended coverage in an amount sufficient to protect their interest in their unit. Such insurance shall be obtained in the name of the unit owner and their mortgagees as their interests may appear.

13. SERVICE OF PROCESS

Service of process is to be had upon each of the respective unit owners. Service upon one individual unit owner shall be considered service upon all owners if ownership is by joint tenancy or tenancy in common or other multiple forms of ownership.

14. PERCENTAGE OF INTEREST AND VOTES

The percentage of interest in common areas, limited common areas and facilities shall be as follows: Unit 5513 shall be Fifty Percent (50%); Unit 5515 shall be Fifty Percent (50%). Each unit owner shall have one (1) vote and there shall be only one (1) class of voting membership. All decisions which affect both units shall be made by consent of both unit owners. The Declaration may be amended by unanimous consent of the owners of both units and By-Laws and administrative rules, if any, shall be amended in the same manner. The unit owners by unanimous consent may terminate this condominium in accordance with Section 703.28 of the Wisconsin Statutes.

15. RIGHT OF FIRST REFUSAL ON CONVEYANCE OR OTHER DISPOSITION

A unit owner shall not at any time sell, convey, contract to sell, lease or devise his unit, whether by operation of law or otherwise, without first complying with the provisions hereinafter set forth. No such sale, conveyance, contract of sale, devise, gift, lease, sublease, or alienation of any other kind shall be made unless the other unit owner is given no less than fifteen (15) days prior written notice of the terms thereof, together with the name and address of the proposed purchaser, vendee, donee, devisee, lessee or alienee.

The other unit owner shall at all times have the first right of and option to purchase or lease such unit upon the same terms as those upon which it is offered, which option shall be exercisable for a period of forty-five (45) days following the date of the

receipt of notice. If the option is not exercised by the other unit owner within forty-five (45) days, or is waived by the other unit owner during said period, the owner or lessee may, at the expiration of said forty-five (45) day period and at any time within thirty (30) days after the expiration of said period, sell or lease such unit to the proposed purchaser or lessee named in such notice upon the terms specified therein.

In the event that a unit owner shall desire to dispose of his unit by gift or devise to other than this lawful spouse or his heirs at law under the laws of the State of Wisconsin, said unit owner or his personal representative shall give the other unit owner written notice thereof no less than thirty (30) days prior to the time of proposed transfer, which shall include the name and address of the proposed donee or devisee. The other unit owner shall have the right and option to purchase such unit at the fair market value at the time of transfer, to be determined by a panel of three (3) qualified appraisers, one of which shall be selected by the unit owner wishing to make such transfer or his legal representative, one by the other unit owner, and the third by the two so selected, provided that the other unit owner shall notify the one giving notice or his personal representative of its intent to exercise such right and option within thirty (30) days after the receipt of notice from the owner or his personal representative as provided herein.

16. 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.

17. 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.

18. SEVERABILITY

The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of the remaining portion of said provision or of any other provision hereof.

N WITNESS WHEREOF, the said C & M Land Investments, LLC., Declarant, has caused this Declaration to be executed this ____ day of July, 2003.

C & M Land Investments, LLC.,

By: _____
Carl D. Romensko, Member

Harris N. A. Tofte

By: _____
Michael Roberts, Member

Patricia A. Tofte

Authentication

Signatures of Carl D. Romensko, Michael Roberts, Harris N.A. Tofte, Patricia A. Tofte
authenticated this ____ day of July, 2003.

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www.IsellFoxValleycondos.com

Paul M. Cornett,
Member: State Bar of Wisconsin

This instrument was drafted by:
Paul M. Cornett