

**01-06-12**

**MANCHESTER VILLAGE  
OWNERS ASSOCIATION, INC.**

**POLICY**

**AND**

**PROCEDURE**

**MANUAL**

**MANCHESTER VILLAGE OWNERS ASSOCIATION, INC.**  
**2400 WEST GOOD HOPE ROAD**  
**GLENDALE WI 53209**  
**414-352-5054**  
**FAX: 414-352-7148**

**04/02/15**

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Thank you.

**MANCHESTER VILLAGE OWNERS ASSOCIATION, INC**  
**2400 WEST GOOD HOPE ROAD**  
**GLENDALE WI 53209**  
**414-352-5054**  
**FAX: 414-352-7148**

**DISCLAIMER and INTRODUCTION SHEET**

Manchester Village Owners Association, Inc ("MVOA") makes no representations, warranties or guarantees regarding the attached Restatement of Declaration of Condominium of Manchester Village Condominium (the "Declaration"), By-Laws of Manchester Village Owners Association, Inc. (the "By-Laws"), Rules & Regulations, amendments to the Declaration and all other documents. MVOA has provided the attached Declaration, By-Laws, Rules & Regulations, amendments to the Declaration and all other documents for informational purposes only as an accommodation to you, the Buyer.

MVOA is not responsible to explain, to interpret or to make sure you understand the Declaration, By-Laws, Rules & Regulations, amendments to the Declaration and all other documents provided by MVOA to you.

It is the responsibility of you, the Buyer, to understand the Declaration, By-Laws, Rules & Regulations, amendments to the Declaration and all other documents. Providing to you the Declaration, By-Laws, Rules & Regulations, amendments to the Declaration and all other documents does not constitute professional advice or even purport to amount to an opinion. Therefore, it is advised that you obtain professional advice and legal counsel to interpret, explain and advise you regarding the Declaration, By-Laws, Rules & Regulations, amendments to the Declaration and all other documents, including, but not limited to the following:

1. Legal counsel to review the Declaration, By-Laws, Rules & Regulations, amendments to the Declaration and all other documents and advise you in all matters concerning these documents.
2. A professional interpreter, if you are unable to understand any language contained in the Declaration, By-Laws, Rules & Regulations, amendments to the Declaration and all other attached documents or if you do not speak fluent English.
3. A consultant to answer any questions you may have regarding the adequacy of MVOA's reserve account or the adequacy of MVOA's insurance.
4. Any other advisor or counselor that will help you understand and comprehend the Declaration, By-Laws, Rules & Regulations, amendments to the Declaration and all other attached documents and the rights and obligations contained therein.

MVOA makes no representations or warranties as to the condition of any individual units or storage lockers. It is your responsibility as the Buyer to inspect the condition of the individual unit or storage locker. You, as the Buyer, are advised to hire an expert to determine the condition of the unit and storage locker.

MVOA makes no representation or warranty as to the condition or life expectancy of the roofs of the buildings and mechanical systems, including, but not limited to the heating and air

conditioning systems and plumbing system.

Staff or maintenance personnel of MVOA are not authorized to answer oral questions, make representations, give advice, give legal opinions, or make interpretations with respect to the matters as hereinbefore stated.

The MVOA is not responsible for any such oral representations, if any, nor can the undersigned rely upon such oral representations if given.

The undersigned hereby agrees to hold MVOA harmless and indemnify it for any information that the undersigned claims to have obtained from staff or personnel of MVOA, it being clearly understood that it is the undersigned's obligation to obtain such information, answer such questions, or obtain such advice through qualified professionals.

Pursuant to the Declaration, as amended and By-Laws, all unit owners are assessed a monthly maintenance fee by MVOA. MVOA makes no representations or warranties regarding any future maintenance fees, including, but not limited to, the amount of the fee or the time when the maintenance fee may change.

Pursuant to the Declaration, as amended, and By-Laws, MVOA has the right to levy special assessment against all unit owners. MVOA makes no representations or warranties regarding any future special assessments, including, the amount, nature or time when a special assessment will be made.

Unit owners are responsible for the maintenance and repair of their units. MVOA is not responsible for repairs of any unit and will only make repairs to common elements pursuant to the Declaration and By-Laws. MVOA does not warrant or guarantee the workmanship or contractor's workmanship of the maintenance or repair of common elements.

Pursuant to the Declaration and By-Laws, MVOA has the right to amend the documents and enact rules and regulations. MVOA makes no warranties or representations regarding any future amendments or rules and regulations.

Manchester Village Condominium is currently self-managed by the MVOA. No outside manager has been retained to manage Manchester Village Condominium. MVOA makes no representations or warranties as to any future management practices.

You are hereby advised that pursuant to the Declaration, as amended, the MVOA does not permit rental of any units.

You are hereby advised that pursuant to the Declaration, satellite dishes are prohibited on all common elements and areas, including, but not limited to the roofs and lawn areas.

You are hereby advised that pursuant to the Declaration, no alterations to the common areas – such as placing objects on common areas (example, stepping stones), or removing bushes on the common areas is permitted.

You are hereby advised that pursuant to the Declaration, you may not alter landscaping by cutting bushes/trees, removing bushes/trees, or by planting gardens on common areas.

You are hereby advised that pursuant to the Declaration, there are restrictions on pet ownership at Manchester Village Condominium.

You are hereby advised that pursuant to the Declaration, as amended, if you, as a unit owner, are involved in a legal dispute with MVOA regarding the Declaration, By-Laws, Rules & Regulations, amendments to the Declaration and all other documents provided by MVOA to you or any future amendments, assessments, fees or decisions or management practices of MVOA, you may be required to pay the legal fees incurred by MVOA.

By signing below on page 3, you hereby acknowledge that you have read all three pages of this Disclaimer and Introduction Sheet and understand all of the terms and conditions herein contained. If you are not the Buyer, you hereby warrant that this Disclaimer- Introduction Sheet, along with the Declaration, By-Laws, Rules & Regulations, amendments to the Declaration and all other documents will be delivered to the Buyer.

**Owner/Seller**

**Owner/Seller**

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Unit Number: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Unit Number: \_\_\_\_\_

Date: \_\_\_\_\_

**Buyer**

**Buyer**

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

**Real Estate Agent**

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

THE DOCUMENTS THAT HAVE BEEN ATTACHED ARE THE LEGAL DOCUMENTS COVERING YOUR RIGHTS AND RESPONSIBILITIES AS A CONDOMINIUM OWNER. THESE DOCUMENTS ARE PROVIDED AS AN ACCOMMODATION TO YOU AND DO NOT CONSTITUTE ANY LEGAL REPRESENTATION. MVOA DOES NOT ACT AS A LAWYER OR OFFER ANY OPINION REGARDING THE DOCUMENTS. IF YOU DO NOT UNDERSTAND ANY PROVISIONS CONTAINED IN THEM, YOU SHOULD OBTAIN PROFESSIONAL ADVICE.

**RESTATED**

**DECS and BY-LAWS**

**DATED**

**SEPTEMBER 12, 2001**

**MANCHESTER VILLAGE  
OWNERS ASSOCIATION, INC.**

**2400 WEST GOOD HOPE ROAD**

**GLENDALE, WI 53209**

Restatement of Declaration of Condominium  
of Manchester Village Condominium

Document Number

Document Title

8136167

REGISTER'S OFFICE | SS  
Milwaukee County, WI

RECORDED AT 11:08 AM

09-19-2001

WALTER R. BARCZAK  
REGISTER OF DEEDS

AMOUNT 65.00

Recording Area

Name and Return Address

Marlin J. Groenborg  
Groenborg & Heesdon  
3127 W. Wisconsin Ave.  
Milwaukee, WI 53208

Parcel Identification Number (PIN)

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This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clauses, legal description, etc. may be placed on this first page of the document or may be placed on additional pages of the document.  
Note: Use of this cover page adds one page to your document and \$2.00 to the recording fee. Wisconsin Statutes, 59.43(2m) WRDA 2/99

**MANCHESTER VILLAGE CONDOMINIUM**

**A CONDOMINIUM**

**INDICATED DISCLOSURE MATERIALS**

**Location of Condominiums:**

2400 W. Good Hope Road  
Glendale, Wisconsin 53209

(All in the Town of Glendale, County of Milwaukee, Wisconsin)

**Declarant**

Manchester Village Owners Association  
2400 W. Good Hope Road  
Glendale, WI 53209

**Agent**

Property Administrator of  
Manchester Village Owners Association  
2400 W. Good Hope Road  
Glendale, WI 53209

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

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

YOU MAY AT ANY TIME, WITHIN FIVE (5) BUSINESS DAYS FOLLOWING RECEIPT OF THESE DOCUMENTS, OR FOLLOWING NOTICE OF ANY MATERIAL CHANGES IN THESE DOCUMENTS, CANCEL IN WRITING THE CONTRACT SALE AND RECEIVE A FULL REFUND OF ANY DEPOSITS MADE.

REFL 5161

IMAGE 1714

**MANCHESTER VILLAGE CONDOMINIUM**

**A CONDOMINIUM**

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**RESTATEMENT  
OF DECLARATION OF CONDOMINIUM  
OF MANCHESTER VILLAGE CONDOMINIUM**

WHEREAS, by virtue of Condominium Ownership Act of the State of Wisconsin and by the original Declaration of Condominium dated July 28, 1978, as recorded in the office of the Register of Deeds for Milwaukee County, on July 31, 1978, Reel 1133, Image 627, as Document No. 5236915; and as subsequently amended by First Amendment dated September 7, 1978, as recorded on September 8, 1978, Reel 1143, Image 1617, as Document No. 5248395; and as further amended by Second Amendment dated October 17, 1978, as recorded on October 18, 1978, Reel 1154, Image 1157, as Document No. 5260890; and as further amended by Third Amendment dated June 5, 1985, as recorded on June 18, 1985, Reel 1764, Image 644, as Document No. 5819602; and as further amended by Fourth Amendment dated September 3, 1986, as recorded on September 8, 1986, Reel 1952, Image 956, as Document No. 959625; and as further amended by Fifth Amendment dated May 18, 1989, as recorded on October 3, 1989, Reel 2375, Image 842, as Document No. 6317238; and as further amended by Sixth Amendment dated August 7, 1989, as recorded on October 3, 1989, Reel 2375, Image 845, as Document No. 6317239; Article XIV, as amended provides for the affirmative vote of at least sixty-seven percent (67%) of the Unit owners to amend the Declaration of Condominium.

WHEREAS, the Unit owners constituting at least sixty-seven percent (67%) have approved the amending of the Declaration of Condominium as of this 12th day of September, 2001.

NOW THEREFORE, The Declaration of Condominium of Manchester Village Condominium is hereby restated in its entirety as follows:

This DECLARATION is made and entered into by Manchester Village Owners Association, Inc., a non-profit non-stock, association of the unit owners (here after known as the Association) pursuant to the provisions of Chapter 703 of the Wisconsin Statutes, known as the Unit Ownership Act, as the same may be amended, renumbered or renamed from time to time. Said Chapter 703, as may be amended, renumbered or renamed from time to time, is called the "Act".

**WITNESSETH:**

The Unit owners constituting the Association own property, in the city of Glendale, County of Milwaukee, State of Wisconsin known as Manchester Village. The improved property has two (2) residential multi-family buildings each consisting of three (3) wings of three (3) stories, each containing a total of one hundred eight (108) residential units, and three (3) split-level multi-family buildings containing fifty-six (56) residential units, together with certain other improvements including landscaped areas, swimming pool, pond, garage buildings, parking areas, driveways, walkways, a recreation building commonly known as "The Clubhouse" and such other areas, fixtures, equipment and facilities related to or used in connection with, and surface or subsurface improvements consisting of sanitary sewer, storm sewer, water, gas, electric, telephone and other utility facilities.

**DESCRIPTION OF MANCHESTER VILLAGE PROPERTY:**

Parcel One (1) Certified Survey Map No. 2055 of a part of the South West One-quarter (1/4) of Section Eighteen (18), in Township Eight (8) North, Range Twenty-two (22) East, in the City of Glendale, County of Milwaukee, State of Wisconsin, recorded on March 30, 1973, Reel 711, Images 1751 to 1754 inclusive, as Document No. 4749608.

All matters of record, to the condominium form of use and ownership as provided in the Act and this Declaration; (a) establish and impose the following divisions, provisions, restrictions, limitations, conditions, easements and uses to which the Manchester Village Property may be put, subject to and in accordance with the Act; and (b) specify that the provisions of this Declaration shall constitute covenants to run with the land and shall be binding on the Association, its successors and assigns, all current unit owners and

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occupants, and all subsequent owners and occupants of all or any part of the complex, together with their grantees, successors, heirs, personal representatives, devisees or assigns.

## ARTICLE I DIVISION OF PROJECT INTO SEPARATE FREEHOLD ESTATES

The Condominium is divided into the following freehold estates:

1. Two hundred seventy-two (272) separately designated and described freehold estates, each referred to as a "Unit", consisting of the space or area and portions of a building contained within the boundaries of each of the two hundred seventy-two (272) units located in five (5) multi-family buildings as herein after described, on the Complex, the boundaries of each unit being 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 such unit.
  - (b) The horizontal boundaries shall be: (i) lower boundary - the plane or planes of the upper surface of the base floors, (ii) upper boundary - the plane or planes of the interior undecorated ceilings.
  - (c) All window, window frames and doors, including all glass in windows and doors, shall be considered a part of the unit.
2. A freehold estate in the "Common Elements" of the condominium, the term "Common Elements" meaning all of the condominium except its units and consisting of the following:
  - (a) A freehold estate in the "Building - Limited Common Elements", portion therefore defined.
  - (b) A freehold estate in the "General Common Elements", the term "General Common Elements" meaning all of the Common Elements of the condominium except the Building - Limited Common Elements.

## ARTICLE II DESCRIPTION AND LOCATION OF MULTI-FAMILY BUILDINGS AND UNITS

1. Five (5) multi-family buildings, containing a total of two hundred seventy-two (272) units are situated on the property, the location of each building being indicated on the site map and survey (see attached Exhibit A & B).

Elevator Buildings having addresses of 2150 (Also referred to as Building 1, Wing Z); 2200 (Also referred to as Building 1, Wing X); 2260 (Also referred to as Building 1, Wing Y); 2300 (Also referred to as Building 2, Wing Y); 2350 (Also referred to as Building 2, Wing X); and 2470 (Also referred to as Building 2, Wing Z) all being located on West Good Hope Road.

Each building is of masonry and metal studs construction. Exterior walls of brick veneer with stucco accents, wood trim and terne metal. Each building has a basement containing underground parking spaces, storage lockers, and meter room. Each building has an entrance lobby, hallways on all floors, elevator, two (2) staircases, three (3) stories of living space, contains 36 units.

Each unit within the building has an inner door lock release, inter-com system, and control panel. Heat is a central hot water boiler, fired by gas with separate thermostats in each unit. Each unit has its own air conditioning unit with a roof mounted condensing unit and the electric is metered to each individual unit. Cooling units for each lobby and hallway is a separate system roof mounted and

metered to the electric meter for the building (a common element expense). Municipal water is supplied to each unit with a common meter for each building (a common element expense). Hot water is provided by four (4) quick recover-gas-fired water heaters (2 per boiler room, a common element expense). Laundry facilities are on each floor of each building, one (1) each coin operated washer and dryer and sorting table.

Townhouses having the addresses of 2110 - 2120 - 2130 - 2140 West Good Hope Road (Also referred to as Building 3) consist of four (4) sets of split-level two and a half (2 ½) story structures with four (4) units per address.

Townhouses having the addresses of 2210 - 2220 - 2230 - 2240 - 2250 West Good Hope Road (Also referred to as Building 4) consist of five (5) sets of split-level two and a half (2 ½) story structure with four (4) units per address.

Townhouses having the addresses of 2420 - 2430 - 2440 - 2450 - 2460 West Good Hope Road (Also referred to as Building 5) consist of five (5) sets of split-level two and a half (2 ½) story structure with four (4) units per address.

Each of the above buildings 3, 4, and 5 are of wood frame construction, exterior walls of brick veneer, with wood and stucco accents. Partial basement containing an equipment room and storage lockers. Entrance lobby, hallways on all floors, one (1) staircase. Each has a security inner door lock system, inter-com system and control panel. Heat is central hot water boiler, fired by gas with separate thermostats in each unit. Each unit has its own air conditioning unit with a pad-mounted condensing unit and the electric is metered to each individual unit. Municipal water is supplied to each unit with a common meter for each building (a common element expense.) Hot water is provided by six (6) quick recovery-gas-fired quick recovery water heaters (2 per boiler room, a common element expense).

#### SUMMARY UNIT DESCRIPTIONS PER EXHIBITS A AND B:

|         |                                                                                                                                                                                       |
|---------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| TYPE A  | Approximately 1,125 square feet includes living room, dining area, kitchen, powder room, vestibule, one (1) full bath and two (2) bedrooms all on a single floor.                     |
| TYPE AA | Approximately 1,177 square feet includes living room, dining area, kitchen, two (2) full baths, den, vestibule and two (2) bedrooms on a single floor.                                |
| TYPE B  | Approximately 1,120 square feet includes living room, dining area, kitchen, one (1) full bath, one (1) bath with a shower stall, vestibule, and two (2) bedrooms on a single floor.   |
| TYPE BB | Approximately 943 square feet includes living room, dining area, kitchen, vestibule, one (1) full bath, and one (1) bedroom on a single floor.                                        |
| TYPE C  | Approximately 1,153 square feet includes living room, dining area, kitchen, one (1) full bath, one (1) bath with a shower stall, two (2) bedrooms on a single floor, and a vestibule. |
| TYPE CC | Approximately 911 square feet includes living room, dining area, den, kitchen, vestibule, one (1) full bath, and one (1) bedroom on a single floor.                                   |
| TYPE D  | Approximately 735 square feet includes living room, dining area, kitchen, vestibule, one (1) full bath, one (1) bedroom on a single floor.                                            |

TYPE D1 Approximately 750 square feet includes living room, dining area, kitchen, vestibule, one (1) full bath, and one (1) bedroom on a single floor.

TYPE SPLIT Approximately 1062 square feet includes living room, dining area, vestibule, and kitchen on the lower level, two (2) bedrooms, one (1) full bath and one (1) powder room on the upper level.

TYPE SPLIT DEN Approximately 1369 square feet includes living room, dining area, vestibule, and kitchen on the lower level. A den on the balcony level and two (2) bedrooms, one (1) full bath and one (1) powder room on the upper level.

ALL UNITS HAVE EXCLUSIVE USE OF A BALCONY OR PATIO ADJACENT TO EACH UNIT, A PART OF THE LIMITED COMMON ELEMENTS.

### ARTICLE III DESCRIPTION OF GENERAL COMMON ELEMENTS

The General Common Elements shall consist of all of the Condominium improvements, areas, fixtures, equipment and facilities related to or used in connection with, except the individual units, as above defined and described, and except the Building - Limited Common Elements, as defined and described, including without limitation, the property, a recreation building of approximately 3,500 square feet commonly known as "The Clubhouse", (formerly known as the Manor) consisting of a party room and a game room, lounge, kitchen, office and all other improvements, areas, fixtures, equipment and facilities related to or used in connection with, a fenced outdoor swimming pool, the landscaped areas and facilities, the outdoor parking spaces, pond, outside walks, pavements, paths and driveways, and the pipes, wires, drains, supply lines, poles antennae, posts and utility lines and facilities installed for common use, but not within any of the five (5) multi-family buildings on the Condominium.

### ARTICLE IV DESCRIPTION OF BUILDING - LIMITED COMMON ELEMENTS

A portion of the Common Elements designated as "Building - Limited Common Elements", which consist of the "Elevator Buildings-Limited Common Elements" consist of the footings, foundations, roofs, main walls and all other supports and structural parts of the Elevator Buildings, the entrance foyers and lobbies, exits, hallways, staircases, elevators and basements contained in the Elevator Buildings, the boilers, water heaters, pipes, ducts, antennae, electrical wiring and conduits, central heating systems, air conditioning systems for entrance lobbies and hallways, drains and all other portions of and improvements, fixtures, equipment, systems and facilities located in or on the Elevator Buildings, except in or on the individual units contained therein. The Elevator Buildings Limited Common Elements are reserved for the exclusive use of the owners or occupants of the units in the Elevator Buildings.

The Townhouses-Limited Common Elements consist of the footings, foundations, roofs, main walls and all other supports and structural parts of the Townhouses, the entrance foyers and lobbies, exits, hallways, staircases and partial basements contained in the Townhouses, the twelve (12) garage buildings on the Condominium, the boilers, water heaters, pipes, ducts, electrical wiring and conduits, central heating systems, drains, and all other portions of and improvements, fixtures, equipment, systems, and facilities located in or on the Townhouses, except in or on the individual units contained therein. The Townhouses-Limited Common Elements are reserved for the exclusive use of the owners or occupants of the units in the Townhouses.

**ARTICLE V**  
**DESCRIPTION OF UNIT - LIMITED COMMON ELEMENTS**

"UNIT - LIMITED COMMON ELEMENTS" are the following:

1. The outside patio or balcony immediately adjacent and appurtenant to each unit with an access door to the unit.
2. One (1) separate storage locker as assigned to each unit.
3. One (1) or more indoor parking spaces in the Elevator Buildings or separate garages for the Townhouses as assigned to each unit.

There are two hundred seventy-five (275) storage lockers of which two hundred seventy-two are designated by the same unit number.

Three (3) storage lockers are for the exclusive use of the Association.

There are two hundred eighty-two (282) indoor parking spaces on the Condominium. These are for the exclusive use and ownership by the Condominium unit owners. Fifty-six (56) indoor spaces are located in twelve (12) garage buildings, each is designated by a unit number. These are for the exclusive use and ownership by the Condominium unit owners.

The Elevator Buildings, contain two hundred twenty-six (226) indoor parking spaces. Two hundred sixteen (216) are designated by the same number as the unit, and are for the exclusive use of the owner.

Ten (10) additional indoor parking spaces are designated by letter on the floor plans. A separate deed is required for any additional parking spaces purchased, and are for the exclusive use of the owner.

**ARTICLE VI**  
**PERCENTAGE OF OWNERSHIP IN COMMON ELEMENTS**

The ownership of each unit includes an undivided interest in the Common Elements as follows:

1. Each unit owner owns a 1/272nd or .36765% undivided interest in the General Common Elements; and
2. Each unit owner owns the following interest in the Building - Limited Common Elements:
  - (a) Each owner, in the Elevator Buildings, shall own 1/216 interest of Limited Common Elements.
  - (b) Each owner, in the Townhouses, shall own 1/56 interest of Limited Common Elements.

All budgeted expenses will be shared equally among all unit owners with exception of the following:

1. Gas heating expense for the units in the elevator buildings (2150, 2200, 2260, 2300, 2350 & 2470 or Buildings 1 and 2) and townhouse buildings (2110, 2120, 2130, 2140, 2210, 2220, 2230, 2240, 2250, 2420, 2430, 2440, 2450 & 2460 or Buildings 3, 4, and 5) will be allocated in accordance with provisions in Article VI.

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2. All units in the Elevator Buildings will share equally in maintenance costs for the elevator, garage door, and mechanical garage door opener (excluding remote control units in possession of unit owners).

All common surpluses of the Condominium as aforesaid for each fiscal year of the Association shall, if the Board of Directors of the Association deem it advisable, be credited to the assessments by the Association against all Unit owners for common expenses of the Condominium as aforesaid and any reserves or replacement funds related thereto 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.

Notwithstanding the foregoing, the cost of heating each of the units in a multi-family building and the hot water provided thereto (herein called the "building heating cost"), but not the cost of repair, maintenance or replacement of the central heating system, boilers or hot water heaters, shall be assessed by the Association, as referred to herein, against all unit owners in each of the multi-family buildings of the Condominium according to the percentage of their undivided interest in the building heating cost, being dependent upon the type of unit and being as follows:

1. With respect to the Elevator Buildings (Also known as buildings 1 and 2):

|               |       |
|---------------|-------|
| Type A Units  | 1.10% |
| Type AA Units | 1.27% |
| Type B Units  | 1.10% |
| Type BB Units | 0.90% |
| Type C Units  | 1.20% |
| Type CC Units | 0.90% |
| Type D Units  | 0.70% |
| Type D1 Units | 0.70% |

2. With respect to the 2100 Townhouse Buildings (Also known as building 3):

|                      |       |
|----------------------|-------|
| Type Split Units     | 5.50% |
| Type Split/Den Units | 7.00% |

3. With respect to the 2200 and 2400 Townhouse Buildings (Also known as building 4 and 5):

|                      |       |
|----------------------|-------|
| Type Split Units     | 4.40% |
| Type Split/Den Units | 5.60% |

All assessments under this paragraph shall be made in the same manner as the assessment of common expenses by the Association, and the Association shall have the rights referred to in the Act. Any amount accumulated through assessments under this paragraph in excess of the building heating cost for any multi-family building for each fiscal year of the Association shall, if the Board of Directors of the Association deem it advisable, be credited to the assessments by the Association against all unit owners in such building as aforesaid for the next succeeding fiscal year or years in accordance with the percentage of undivided interest of each unit owner in the building heating cost as aforesaid. The percentage of undivided interest in the building heating cost established above has been determined as follows:

$$\frac{\text{Units square footage} \times 100}{\text{Total square footage of all Units in a building}} = \text{percentage of undivided interest in building heating cost}$$

Some of the percentages expressed in this Article have been rounded in order to obtain a total of One Hundred (100%) Percent or a total which may be rounded to One Hundred (100%) Percent, and unit purchasers, by accepting a deed of conveyance to a unit, agree to be bound by such percentages.

## ARTICLE VII ASSOCIATION OF UNIT OWNERS

The Condominium shall be operated by a non-profit corporation known as Manchester Village Owners Association, Inc., referred to as the "Association", organized under chapter 181 of the Wisconsin Statutes and the Act and in accordance with the By-laws rules and regulations of the Association. The affairs of the Association shall be managed by a Board of Directors, consisting of seven persons as provided for in the By-laws. The Board of Directors shall employ a property administrator, management company, or managing agent, with such experience and qualifications and on such terms and conditions acceptable to the Board of Directors. Each unit owner shall be a member of the Association and entitled to one (1) vote per unit. Membership is terminated when the unit is sold. The power and duties of the Association shall include those set forth in this Declaration, the Articles of Incorporation and By-laws of the Association and the Statutes of the State of Wisconsin.

## ARTICLE VIII MAINTENANCE, ALTERATION AND IMPROVEMENT OF CONDOMINIUM

Responsibility for maintenance of the Condominium and restrictions upon the alteration and improvement thereof are as follows:

1. Each unit owner shall:
  - a. Maintain in good condition, repair and replace all components or installations within or appurtenant to the unit including but not limited to, all utility lines and installations, the air conditioning system, inter-room control, fixtures, appliances, equipment, interior walls, partitions, flooring, ceilings, doors, patio door glass and windows.
  - b. Paint and decorate the interior walls, and all walls and surface areas in the unit.
  - c. Keep and maintain in good and orderly condition and repair - Limited Common Elements to the unit, including the inside parking stalls to the unit. If any such stall has an overhead door, the overhead door must be maintained. The Association will be responsible for the painting and repairing of the balcony railing, the underside of the balconies and all other exterior and interior limited common elements.
  - d. Repair or replace and/or incur the cost associated with any portion of the Common Elements damaged by the owner or owner's family, guests, invitee (such as delivery personnel, repairman, etc.) or any occupants of the unit with the approval of the Maintenance Supervisor, office staff or Board of Directors.
2. Plumbing and electrical wiring changes must be done by a licensed plumber or electrician in accordance with applicable building codes.
3. Every unit owner shall immediately reimburse the Association for any expenditures incurred in repairing or replacing any part of the Common Elements in any manner damaged by such unit owner, any family member, tenant, guest, invitee, (such as delivery personnel, repairman, etc.) employee or occupant of a unit.

4. The unit owner shall make no changes which will affect the structural integrity of the buildings. The Association must be notified in writing of any need for repairs that is the responsibility of the Association.
5. A unit owner shall not paint or alter the appearance of the Common Elements.
6. No unit owner or real estate firm may erect, post or display signs on the grounds of the Condominium. Notices may be posted on designated bulletin boards in the Common Elements areas. However, a unit owner or realtor may erect or post a temporary sign, in a designated area as determined by the Board of Directors, relating to an open house of a unit for sale. This sign must be removed promptly after the "open house".
7. No awnings or enclosures may be installed on patios or balconies. Storm doors or windows may be installed subject to prior written approval by the Board of Directors.
8. Only covered grills may be used on patios or balconies.
9. No balconies or patios shall be used for storage, including the storage of motorcycles, strollers, bicycles, wagons, etc.
10. The Association shall not make or permit any alterations to the exterior of any buildings or make any substantial alterations of a structural nature to the Common Elements without vote or written consent of two-thirds (2/3) of all unit owners present, by proxy or petition.

#### ARTICLE IX ASSESSMENTS

According to the By-laws of the Association each unit owner is liable for a percentage of all common expenses relating to the Building - Limited Common Elements and the percentage of the building heating cost:

Monthly maintenance fees shall be due on the first (1st) of each month and payable by the tenth (10th) of each month. Any monthly maintenance fee paid after the tenth (10th) of the month shall be delinquent, and the unit owner will be charged a late fee to be determined by the Board of Directors.

**SPECIAL ASSESSMENTS:** A special assessment may be imposed upon unit owners for purposes including but in no way limited to:

1. Repair renovation, replacement, and improvement expenses to the common elements.
2. Purchases of fixtures or personalty.
3. Balancing operational deficits.
4. Non-recurring items (litigation cost, etc.)
5. Annual assessments uncollected by virtue of the defaults of one or more unit owners.

**SPECIAL ASSESSMENT and INSTALLMENTS** shall be paid on or before ten (10) days after the special assessment is due. Any special assessment or installment received after the ten (10) days shall be considered delinquent and the unit owner will be charged a delinquent fee at a rate to be determined by the Board of Directors. All payments will be first applied to the late fee, then to the special assessment.

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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 assessments 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 from the time of foreclosure until the unit is sold to a third party, and the Association shall be entitled to the appointment of a receiver to collect the same.

The Declaration, By-laws and all Rules and Regulations promulgated thereunder shall be strictly enforced by the Board of Directors of the Association. In event the Association is required to retain an attorney for purposes of seeking Court enforcement of any Association Declaration, By-laws or Rules and Regulations, or for seeking a restraining order or other order requiring a unit owner to specifically perform or to strictly conform to said Declaration, By-laws and Rules and Regulation, then, in each instance wherein the Association prevails in said action, the unit owner shall be strictly and solely responsible for any and all costs incurred in such process, including but not limited to court costs, service fees, reasonable witness fees, reasonable attorney fees, and any and all other disbursements incurred with respect to the relief sought by the Association. The unit owner, after being tendered a bill of costs, shall have five (5) days to pay the same in full. Such charges as incurred by the Association for the afore-referenced shall be charged and assessed against the unit owner's unit, and shall be deemed to be a lien against said unit, and may be enforced and collected if not timely paid as an assessment for common expenses including the foreclosure of the lien therefore.

Notwithstanding the foregoing provisions of this Article, each purchaser of a unit, shall make an advance to the Association, at time of conveyance of the unit, for working capital purposes, the amount of one hundred (\$100.00) dollars or such other amount as may be approved by the Board of Directors of the Association in its sole discretion. The advance will be paid directly to the office of Manchester Village Owners Association within five (5) working days after the closing of a unit. The office will issue a check to the seller for their advance no later than five (5) working days after a unit closing.

#### ARTICLE X RESTRICTIONS OF USE AND TRANSFER

Each unit owner is subject to the following restrictions, covenants and conditions.

1. The unit shall be occupied and used only for private dwelling purposes and for no other purposes. No trade or business which involves third party trade, use of signs, or inventory delivery shall be carried on anywhere within the condominium complex.
2. Leases:
  - a. Any unit owner may lease their unit for residential purposes for a term of not less than one (1) year. No rooms in any unit may be rented and no transient tenants may be accommodated. The unit owner may not subdivide his unit, nor shall any tenant use the unit so leased for any kind of business purpose whatsoever. Any person occupying a unit shall comply with all of the provisions of the Declaration, By-laws, and Rules and Regulations, of the Condominium imposed on the unit owner. Any unit owner intending to lease a unit shall notify the Association of the tenant's name, telephone number and a listing of all vehicle information and shall provide the Association with a copy of the lease.
  - b. Tenant agrees to comply with and abide by all of the provisions of the Declaration, By-laws, and Rules and Regulations of the Condominium. The unit owner must give to the tenant a copy of such Declaration, By-laws, and Rules and Regulations. In addition, the unit owner should be providing tenants with all information in writing that may affect them, including a copy of items published in minutes of Condominium Association meetings.

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- c. That in the event the unit owner does not take appropriate legal action to enforce the lease as to strict compliance with the Declaration, By-laws, Rules and Regulations of the Condominium, that the unit owner appoints the Association as its attorney in fact to take any and all legal action against tenant to enforce compliance, and that the unit owner and/or tenant shall be jointly and severally responsible for any and all costs relative to such eviction or summary proceedings including, without limitation, cost, attorney fees and expenses in the removal of tenant that may be incurred by the Association.
- d. No lease or other rental agreement shall in any way relieve the unit owner of his obligation to pay common elements expenses or any other obligation imposed upon the unit owners by the Declaration, By-laws, and Rules and Regulations of the Condominium.
3. No lessor, unit owner, or the Association shall deny or refuse any individual for the sole reason of age, race, creed, color, disability, marital status, sex, national origin, ancestry, or sexual orientation, or any other protected class from leasing a unit offered for rent or purchasing a unit offered for sale.
4. If an owner of a unit intends to leave such unit for a period of more than one (1) month, such owners shall notify the Association prior thereto of their forwarding address, a telephone number where they can be reached, and a keyholders name and telephone number in case of an emergency.
5. No unit shall be occupied by an owner or lessee who has a household of more than two (2) occupants for a one (1) bedroom unit or four (4) occupants for a two (2) bedroom unit.
6. Dogs and domestic cats shall be permitted in any of the units in building number 2230, 2240, 2250, 2450, 2460, and on the first floor only in buildings 2300 and 2350. A permitted pet, either a dog or domestic cat, not to exceed 16 inches in height, shall be leashed at all times and shall not be left unattended on a patio or anywhere else on the condominium grounds when outside the unit of the owner. ALL DROPPINGS MUST BE PICKED UP AND DISPOSED OF BY THE PERSON IN CONTROL OF SUCH PET. Small birds, limited to two, such as parakeets, finches, canaries, are permitted in all units provided they do not disturb other unit owners. Hooked billed birds such as macaws, dwarf macaws, amazons, conures, monk parakeet and cockatoos are not allowed.
7. No owner shall cause or permit the Common Elements, except the Unit - 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, except the Unit-Limited Common Elements, and entries, halls, stairways, walks, drives and garages shall be kept clean and orderly and free of bicycles, baby carriages, tricycles, scooters, toys, wagons, grills and inflatable pools and like objects, and children shall be restrained from playing or loitering in halls, stairways and driveways. All vehicles must be currently licensed and operative. Unlicensed, junked or inoperative vehicles are not permitted on the premises. Only vehicles registered to a unit owner may be parked and advertised for sale on the premises. No trailers, trucks, (pick up trucks permitted), campers, camping trucks, house trailers, boats, boat trailers, snowmobiles, ATV vehicles, shall be stored or parked on the premises. No part of the inside parking stall may be used for storage. No vehicle shall block any access or exit to any inside parking stall or approach. No washing, maintenance or lubrication of any vehicle shall be permitted on the premises. Vehicles must be maintained to prevent oil leakage in Common Elements areas (garages).
8. No unit owners, within their unit or anywhere on the Condominium shall store, collect, permit or use materials or products which will increase the rate of insurance or result in cancellation of insurance, obtained by the Board of Directors. No activity is permitted on the Condominium which may cause a nuisance to other unit owners, including musical instruments, televisions, or radios at volumes that may be objectionable. No accumulation of waste, litter, unused building materials or trash is

allowed. Trash and garbage containers shall be in designated locations. No refuse may be disposed of by burning.

9. No television antennas or radio antennas shall be erected on any roof or any other portion of the Condominium. Approval for satellite dishes must be obtained from the Board of Directors, and copies of the installation plans must be presented to the Board of Directors for approval. No structure, trailer, tent, shack or barn temporary or otherwise shall be placed on any portion of the Condominium. No clothes hangers or clothes lines may be placed on patios or balconies.
10. The Association shall set rules and regulations regarding the use of the laundry facilities in the elevator and townhouse buildings.
11. The owner of a unit shall not own any main water lines, main waste pipes, roof drains, main power lines and conduits up to individual breaker boxes, unless the utility is utilized to serve more than one unit as a tenant in common with the other unit owner. A unit owner is responsible for the pipes from his or her unit to the main water supply lines. A unit owner is also responsible for the waste pipes that run from his or her unit to the main waste lines. (Townhouses are defined as running from the individual unit to the clean out junction.) Under all other circumstances it is deemed to be the responsibility of the Association.
12. 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 same, so long as it stands, shall and does exist. If a multi-family building is partially or totally destroyed, and then rebuilt, minor encroachments of parts of the Building - Limited Common Elements due to construction shall be permitted and a valid easement for said encroachments and the maintenance thereof shall exist from the owners of units in said building.
13. A unit owner or representative must notify the office of a pending sale in order to obtain a closing statement of current maintenance fees, delinquencies or assessments owing. The buyer must contact the office within five (5) working days after a closing to pick up a welcome packet and complete all appropriate forms.

#### ARTICLE XI RECONSTRUCTION AFTER LOSS

Reconstruction or repair in the event of fire, casualty or disaster shall be in accordance with the following:

1. In the event of fire, casualty or any other disaster affecting one or more of the units, or one or more of the multi-family buildings or other improvements on or within the Condominium (the "damaged premises"), the damaged premises shall be reconstructed and repaired if the insurance proceeds are sufficient for such purposes. 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 under take to cause such reconstruction and repair to be accomplished within a reasonable period of time.
2. If the insurance proceeds are insufficient to reconstruct or repair the damaged premises, but are equal to at least ninety (90%) percent of the cost of said reconstruction and repair, then the damaged premises shall be reconstructed and repaired by the Association with the insurance proceeds, and owners of units shall be assessed for the deficiency in the same manner as if the deficiency is a budgeted expense of the Condominium in accordance with and set forth in Article VI hereof. The provisions of Article IX shall apply to all sums assessed for any deficiency.

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3. If the insurance proceeds are less than ninety (90%) percent of the cost to reconstruct and repair the damaged premises, then the determination as to whether or not to reconstruct and repair the damaged premises shall be made by a vote taken by the members of the Association within ninety (90) days from date of the fire, casualty or disaster. An affirmative vote of at least two-thirds (2/3) of the total number of members voting in person or by proxy shall be required in order to reconstruct and repair the damaged premises, and, upon such affirmative vote, the owners of units shall be assessed for the deficiency in accordance with provisions of Article IX hereof shall apply to all sums assessed for any deficiency. If the required number of members do not vote in favor of reconstruction and repair within said ninety (90) day period, then the Condominium shall be subject to an action for partition upon obtaining the written consent of the members having seventy-five (75%) percent or more of the votes cast in person or by proxy or otherwise as is in accordance with the Act. In the case of partition, the net proceeds of sale together with any net proceeds of insurance shall be considered as one fund and shall be divided among all unit owners in proportion to their percentage interest in the Common Elements and shall be distributed in accordance with the priority of interests in each unit, all in accordance with the Act.
4. Notwithstanding all the foregoing, in the event that two-thirds (2/3) or more of the multi-family buildings and other improvements above foundation on the Condominium are destroyed, then the determination as to whether or not to reconstruct and repair shall be made by a vote taken of the members of the Association within ninety (90) days from the date of the fire, casualty or disaster. An affirmative vote of at least two-thirds (2/3) of the members voting in person or by proxy shall be required in order to reconstruct and repair the same. If the required number of members do not vote in favor of reconstruction and repair within said ninety (90) day period, then the Condominium shall be subject to an action for partition in the same manner as is provided in paragraph 3 above.

#### ARTICLE XII INSURANCE

The Board of Directors of the Association shall obtain and continue in effect insurance coverage on the multi-family buildings and other improvements on or within the Condominium in an amount equal to the maximum insurable replacement value, with an "agreed amount" and a "condominium replacement cost" endorsement. Said insurance shall be without deduction or allowance for depreciation, which amount shall be reviewed annually by the Board of Directors, to afford protection against loss or damage by fire and such hazards covered by a standard extended coverage endorsement 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. Said insurance shall be for the benefit of the Association and the owners of units and their mortgagees as their interests may appear. 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 as provided in Article XI hereof, or if it is determined in the manner as provided in Article XI hereof that the damaged premises for which the proceeds are paid shall not be reconstructed and repaired, the proceeds shall be applied as provided in Article XI hereof. The foregoing provisions of this Article are without prejudice to the right of any owner of a unit to obtain individual unit insurance, provided, however, that 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 obtained by reason of the provisions of the Article. In addition to the insurance coverage that the Board of Directors of the Association shall obtain as provided above, the Board of Directors shall obtain public liability insurance in such amounts and with such coverage as it may deem suitable under the circumstances and may obtain such other insurance as it shall determine from time to time to be desirable.

All insurance premiums for coverage obtained by the Board of Directors shall be a common expense of the Condominium in accordance with and as set forth in Article VI hereof, to be paid by assessments levied by the Association. 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 either party from obtaining any such policy. The Association may require that each unit purchaser prepay such unit purchaser's share of the estimated one (1) year's insurance premiums at the time of the conveyance by it of each unit, which sum shall be transferred by declaring to the Association or held by it in trust for the payment of such premiums, or used for the payment of such premium.

Notwithstanding anything to the contrary herein, the insurance coverage obtained by the Board of Directors as aforesaid shall exclude (i) any coverage on any personal property or fixtures located within or appurtenant to the exclusive use of a unit, including but not limited to, any appliances, patio door glass, windows, drapes, carpeting and wall coverings, and (ii) 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 and fixtures, it being understood that 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.

#### ARTICLE XIII AMENDMENT OF DECLARATION

The Declaration may only be amended by the affirmative vote, written consent, proxy, or a meeting called for such purpose or by petition of at least sixty-seven (67%) percent of the unit owner. It must be certified and recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin. The amendment will not become effective until it is certified and recorded.

#### ARTICLE XIV SERVICE OF PROCESS

Service of process shall be made on the office of the Property Administrator of Manchester Village Owners Association, 2400 W. Good Hope Road, Glendale, WI. 53209 or upon such other person or persons and at such other location or locations as may from time to time be designated by the Board of Directors of the Association, provided, however, no change in the person and location for the service of process shall become effective until the recording of notice thereof in the office of the Register of Deeds for Milwaukee County, Wisconsin.

#### ARTICLE XV RIGHT OF ENTRY

##### EMERGENCY:

The Board of Directors, Maintenance Supervisor or office staff shall have the right to enter in cases of emergency or in cases where injury or property damage will result from delayed entry. In such cases, the Association has the right to make necessary repairs or alterations, and has the further right to treat the expenses therefore as common expense allocable to the unit for cause, in its discretion.

##### NON EMERGENCY:

The Board, Property Administrator, or Maintenance Supervisor must obtain permission from the unit owner/resident to enter any unit at reasonable times and under reasonable conditions when necessary in connection with any maintenance, construction or repair of the public utilities or for any other matters for which the Association is responsible.

**ARTICLE XVI  
NUMBER AND GENDER**

Whenever used, unless the context shall otherwise provide, the singular number shall include the plural, the plural shall include the singular and use of any gender shall include all genders.

**ARTICLE XVII  
CAPTIONS**

The captions and article headings herein are intended only as matter of convenience and for reference and in no way define or limit the scope or intent of the various provisions hereof.

**ARTICLE XVIII  
SEVERABILITY**

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

**ARTICLE XIX  
MAPS**

Site maps, building unit identifiers and floor plans shall be maintained by the office staff of Manchester Village.

THIS RESTATEMENT of the Declaration of Condominium having been approved by at least a two-thirds majority of unit owners on record on 12th day of September, 2001 and authority granted to the Association to record the Restatement with the Register of Deeds for Milwaukee County, the duly authorized officers of the Association herewith execute the approved Restatement this 12th day of September, 2001.

MANCHESTER VILLAGE OWNER'S ASSOCIATION, INC.

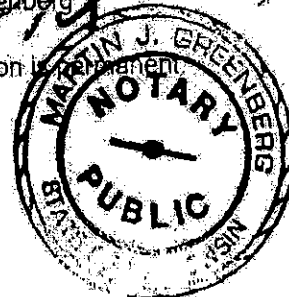
BY: Michael J. Marx  
Michael J. Marx, President

BY: Christopher E. Meisel  
Christopher E. Meisel, Secretary

State of Wisconsin )  
                                  ).ss.  
County of Milwaukee )

On this 12th day of September, 2001, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared MICHAEL J. MARX and CHRISTOPHER E. MEISEL personally known to me to be the persons whose names are subscribed to the within instrument, having acknowledged that they executed the same.

Martin J. Greenberg  
Notary Public  
My commission expires 12/31/2003



THIS DOCUMENT DRAFTED BY:  
Manchester Village Owners Association, Inc.  
By: Manchester Village Declaration and By-law Committee.

Christopher Meisel

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BY-LAWS OF  
MANCHESTER VILLAGE OWNERS ASSOCIATION, INC.

ARTICLE I  
NAME AND LOCATION

SECTION 1. NAME.

The name of this Association shall be Manchester Village Owners Association, Inc.

SECTION 2. LOCATION.

The principal office of the Association shall be on the Condominium property at 2400 West Good Hope Road in the City of Glendale, County of Milwaukee, State of Wisconsin. The Association may have offices at such other places as the Board of Directors may from time to time determine or the Association may from time to time require.

ARTICLE II  
APPLICATION, MEMBERSHIP AND INITIAL ORGANIZATION

SECTION 1. APPLICATION.

These By-Laws together with the Declaration of Condominium of Manchester Village Condominium hereafter called the "Declaration", all amendments to the foregoing, all rules and regulations passed by the Association, and Chapter 703 of the Wisconsin Statutes, commonly known as the Unit Ownership Act, as the same may be amended, renumbered or renamed from time to time, hereafter called the "Act", shall apply to, govern and control the Condominium property located at the near West Good Hope Road and North Green Bay Avenue, Glendale, Milwaukee County, Wisconsin and any and all present or future owners, tenants, employees and other persons using it. The mere acquisition, rental or occupancy of a dwelling unit, hereafter called a "unit", on the property, will signify the acceptance and ratification of these By-Laws by all such persons.

SECTION 2. MEMBERS.

The members of the Association shall consist of the unit owners who have record title in their names.

ARTICLE III  
VOTING, MAJORITY OF OWNERS, QUORUM, PROXIES

SECTION 1. VOTING.

Each unit owner shall have one (1) vote for each unit owned. If a unit is owned by more than one person, or is under lease, the person entitled to cast the vote for the unit shall be designated by a certificate signed by all of the owners of record of the unit and filed with the Secretary of the Association. If the owners of a unit cannot agree on how to vote, each unit shall lose its vote for the particular item voted upon. If a unit is owned by a corporation, the person entitled to cast the vote for the unit shall be designated by a certificate of appointment signed by a duly authorized officer of the corporation filed with the Secretary of the Association. Such certificates shall be valid until superseded by a subsequent certificate or until a change in ownership of the unit concerned. A certificate designating the person entitled to cast the vote of a unit may be revoked by the owner thereof at any time. There shall be no cumulative voting. (1) A Board member shall not have more than one (1) proxy from another Board member to vote on Board business. (2) Only unit owners shall cast votes for proxies. (3) A unit owner shall not cast votes for more than five (5) proxies.

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## **SECTION 2. MAJORITY OF OWNERS.**

As used in these By-Laws, the term "majority of owners" shall mean those unit owners holding more than fifty (50%) percent of the votes.

## **SECTION 3. QUORUM.**

Except as otherwise provided in these By-Laws, the presence in person or by proxy of a "majority of owners" as defined in Section 2 of this Article shall constitute a quorum.

## **SECTION 4. PROXIES.**

Votes may be cast in person or by proxy. Proxies must be filed with the Secretary before the appointed time of each meeting.

# **ARTICLE IV MEETINGS**

## **SECTION 1. ROSTER OF UNIT OWNERS.**

The Association shall maintain a current roster of names and addresses of every unit owner upon which notice of meetings of the Association shall be served. Every unit owner shall furnish the Association with his/her name and current mailing address. No unit owner may vote at meetings of the Association until the foregoing information is furnished.

## **SECTION 2. PLACE OF MEETINGS.**

Meetings of the Association shall be held at its principal office or such other suitable place convenient to the unit owners as may be designated by the Board of Directors.

## **SECTION 3. ANNUAL MEETINGS.**

The annual meeting of the Association shall be held in September of each year on a date to be determined by the Board of Directors, based on room availability and due to holidays. At such meetings there shall be elected by ballot of the unit owners one or more members of the Board of Directors in accordance with the requirements of Section 2 of Article V of these By-Laws. The unit owners may also transact such other business of the Association as may properly come before them.

## **SECTION 4. SPECIAL MEETINGS.**

It shall be the duty of the President to call a special meeting of the unit owners as directed by resolution of the Board of Directors or upon a petition signed by a majority of the unit owners and having been presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of four-fifths (4/5) of the unit owners present, either in person or by proxy.

## **SECTION 5. NOTICE OF MEETINGS.**

It shall be the duty of the Secretary to deliver or mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each unit owners of record, at the address shown on the roster, at least ten (10) days but not more than thirty (30) days prior to such meeting, unless waivers are duly executed by all unit owners. The delivery or mailing of a notice in the manner

provided in this Section shall be considered notice served, and such notice shall be effective upon the date of delivery or mailing.

#### SECTION 6. ADJOURNED MEETINGS.

If any meeting of unit owners cannot be organized because there was not a quorum, the unit owners who are present, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

#### SECTION 7. ORDER OF BUSINESS.

The order of business at the Annual meetings of the unit owners shall be as follows:

1. Roll call
2. Proof of notice of meeting or waiver of notice
3. Reading of minutes of preceding meeting
4. Reports of officers
5. Report of committees
6. Elections of directors
7. Old business
8. New business

SECTION 8. PARLIAMENTARY PROCEDURE. Except where inconsistent with these By-Laws, meetings of the Association shall be conducted in accordance with the latest revised edition of "Roberts Rules of Order".

### ARTICLE V BOARD OF DIRECTORS

#### SECTION 1. NUMBER AND QUALIFICATIONS.

The affairs of the Association shall be governed by a Board of Directors composed of seven (7) Directors, all of which shall be unit owners.

1. The unit owner must have lived in his/her unit at least one (1) year prior to being nominated.
2. A Board member must resign his/her position if absent for three (3) consecutive Board meetings unless excused by the Board of Directors.
3. A Board member must resign from the Board of Directors upon the sale of his/her unit.

#### SECTION 2. ELECTIONS AND TERMS OF OFFICE

The previously enacted By-Laws provided for staggered terms for each of the Directors, so elected and qualified, at each annual meeting, or at any special meeting of the Association. Commencing subsequent to the passage of these newly enacted By-Laws, at each annual meeting, the terms of three (3) Board Members shall expire and three (3) new Board Members shall either be re-elected or elected. The person who receives the greatest number of votes shall be deemed to have a term of three (3) years; the person who receives the second greatest number of votes shall be deemed to have a term of two (2) years; and the person who receives the third greatest number of votes shall be deemed to have a term of one (1) year. This procedure shall be followed each and every year to continue the principle of staggered terms as first originally adopted in the By-Laws of the Association.

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### SECTION 3. POWERS AND DUTIES.

The Board of Directors have the powers and duties necessary for the administration of the Condominium property and other duties which include the following:

1. Make and enforce (including enforcement through the establishment of a system of fines), rules and regulations, and amendments thereto from time to time, regarding the operation, use and occupancy of the Condominium property.
2. Make and collect maintenance fees from the Members in accordance with the provisions of the Declaration, and expend said fees for insurance, taxes, utility services, maintenance, repair and operation of the Common Elements of the Condominium or for such other purposes as shall fall within the responsibility of the Association and general powers of the Board.
3. Execute contracts on behalf of the Association, employ necessary personnel and carry out all functions and purposes necessary for the operation of the Condominium property.
4. Satisfy all liens against the Condominium property, and pay necessary expenses connected therewith.
5. Perform such other functions as required by law.

### SECTION 4. FEES.

No fee or other compensation shall be paid to any member of the Board of Directors at any time except by specific resolution of the members.

### SECTION 5. VACANCIES.

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

### SECTION 6. REMOVAL OF DIRECTORS.

At any regular or special meeting duly called, any one or more of the Directors elected by the unit owners may be removed with or without cause by a majority of owners, by a vote or petition, and a successor may be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the unit owners shall be given an opportunity to be heard at the meeting.

### SECTION 7. ORGANIZATION MEETING.

An organizational meeting must be called within ten (10) days of the Annual Meeting.

### SECTION 8. REGULAR MEETINGS.

Regular meetings of the Board of Directors may be held at such time and place as shall be designated from time to time, by a majority of the directors, but at least one such meeting shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally, by mail or telephone at least three (3) days prior to the day named for such meeting.

## SECTION 9. SPECIAL MEETINGS.

Special meetings of the Board of Directors may be called by the President on three (3) days notice to each Director, given personally, by mail, or telephone. The notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least four (4) Directors.

## SECTION 10. WAIVER OF NOTICE.

Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him/her of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

## SECTION 11. BOARD OF DIRECTORS QUORUM.

At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there is less than a quorum present, the majority of those present may adjourn the meeting. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

## SECTION 12. FIDELITY BONDS.

The Board of Directors may require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association. If such bonds are unobtainable or their cost is deemed prohibitive by the Board of Directors, such bonds need not be obtained.

## SECTION 13. LIABILITY OF BOARD OF DIRECTORS.

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

## SECTION 14. BUILDING REPRESENTATIVE.

Each Building Representative may be sent notice of any regular Board of Directors meeting. Building Representatives are permitted to attend regular meetings, make statements, but are not allowed to vote.

## ARTICLE VI OFFICERS

### SECTION 1. DESIGNATION.

The principal officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, all of whom shall be elected by the Board of Directors. The Directors may appoint an assistant treasurer and an assistant secretary, and such other officers as in their judgment may be necessary.

### SECTION 2. ELECTION OF OFFICERS.

The officers are elected yearly by the Board of Directors at the organizational meeting.

### SECTION 3. REMOVAL OF OFFICERS.

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

### SECTION 4. PRESIDENT.

The President shall be the chief executive officer of the Association, and shall preside at all meetings of the Association and of the Board of Directors. The President shall have all of the general powers and duties which are usually vested in the office of president of an Association, including, but not limited to, the power to appoint committees from among the unit owners from time to time.

### SECTION 5. VICE PRESIDENT.

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

### SECTION 6. SECRETARY.

The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meeting of the Association. The Secretary shall have charge of such books and papers as the Board of Directors may direct, and shall, in general, perform all the duties relating to the office of Secretary.

### SECTION 7. TREASURER.

The Treasurer shall have responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. The Treasurer shall be responsible for the deposit of all monies and other valuable effects in the name of and to the credit of the Association, in such depositories as may from time to time be designated by the Board of Directors.

### SECTION 8. CONTRACTS AND CHECK SIGNING.

All checks issued by the Association shall require the signature of not less than 2 members of the Board of Directors. Further, all contracts, other than those for the purchase of ordinary and regular goods and services, shall require approval of the Board of Directors prior to the execution of the contract by the

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President. The Board of Directors may, from time to time, delegate the authority to execute contracts to members of the Board of Directors other than the President.

## **SECTION 9. COMPENSATION.**

No officer shall receive compensation for services rendered to the Association unless the same be established by a resolution of the membership.

## **ARTICLE VII**

### **BUDGET, MAINTENANCE FEES, ASSESSMENTS AND DEPOSITORIES**

#### **SECTION 1. BUDGET.**

The Directors shall from time to time, but at least once each year, adopt a budget for the operation of the Association. Such budget will contain estimates of the cost of operating the Association and shall include all common expense items, including, but not limited to, taxes, the maintenance and repair of exterior walls, roofs, pipes, ducts, service and utility areas, recreation areas and facilities, outdoor parking areas, the cost of insurance of all types, management, maintenance personnel, administration costs, and any other expense item for the benefit of all unit owners. The Directors shall determine what sums, if any, will be required for improvements, capital expenditures, reserves or replacement funds, or other operations not included in the above which shall be included in the budget. This provision shall not be construed to prevent the Directors from making any Special Assessment against unit owners.

#### **SECTION 2. MAINTENANCE FEES AND SPECIAL ASSESSMENT.**

Special assessment is usually imposed upon unit owners for such purposes as:

1. Repair, renovation, replacement, and improvement expenses to the common elements.
2. Purchases of fixtures or personalty.
3. Balancing operational deficits.
4. Non-recurring items (litigation costs, etc.)
5. Annual assessments uncollected by virtue of the defaults of one or more unit owners.

A monthly maintenance fee, to be paid by each unit owner, for heating and common expenses of the Condominium according to the Declaration, will be due on the first (1st) of each month. Any payment received after the tenth (10th) is considered delinquent and a late fee, determined by the Board, will be levied. If the late fee is not paid by the 10th of the following month, a fine will be assessed each month until the delinquency is brought current. The amount of the fine will be determined by the Board. The Board, at any time, may levy a Special Assessment to be payable in such a reasonable manner as the Board directs. A unit owner who is thirty (30) days delinquent in payment of maintenance fee or assessment is not allowed to vote at any regular or special meeting of the unit owners. Failure to pay such fees or assessments will result in legal action, with attorney fees and costs, the responsibility of the unit owner or owners.

#### **SECTION 3. DEPOSITORIES.**

The funds of the Association will be deposited in a bank (s) or other insured depositories designated by the Board of Directors, to be withdrawn by check or order signed by the officers designated by the Board of Directors. All checks must have two (2) signatures.

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**ARTICLE VIII  
OBLIGATIONS OF THE UNIT OWNERS**

**SECTION 1. MAINTENANCE AND REPAIR.**

Every unit owner must perform promptly all maintenance and repair work within his own unit and within or on the unit - Limited Common Elements appurtenant to his/her unit. The unit owner must use licensed electricians or plumbers for repairs relating to the above. The unit owner shall keep any patio or balcony appurtenant to his/her unit in a clean and neat condition and is expressly responsible for the damage and liabilities that his/her failure to do so may engender. However, to assure uniformity of painting and staining for the purpose of maintaining the external appearance of the complex, and for this purpose only, the railings and the external ceilings of the outside patios (as to units on the first story of the Elevator Buildings and as to Type Split units) or balconies (as to units on second and third stories of the Elevator Buildings and as to Type Split/Den Units) shall be considered the responsibility of Manchester Village Condominium Association to paint or stain these patio and balcony railings and ceilings as deemed necessary.

Every unit owner, within seven days of receiving a bill by the Association shall reimburse the Association for any expenditures incurred in repairing or replacing any part of the Common Elements in any manner damaged by such unit owner, any family member, tenant, or guest, invitee, employee or occupant of a unit.

**SECTION 2. USE OF COMMON AREAS AND FACILITIES.**

No unit owner shall place or cause to be placed any objects of any kind in the Common Elements, except in the unit - Limited Common Elements appurtenant to his/her unit, unless otherwise prohibited by the Declaration, these By-Laws or any other rules and regulations of the Association.

**SECTION 3. RIGHT OF ENTRY.**

The Board of Directors, Maintenance Supervisor, or office staff shall have the right to enter in cases of emergency or in cases where injury or property damage will result from delayed entry. In such cases, the Association has the right to make necessary repairs or alterations, and has the further right to treat the expenses therefore as common expense allocable to the unit for cause, at its discretion. The Board, Property Administrator, or Maintenance Supervisor must obtain permission from the unit owner/resident to enter any unit at reasonable times and under reasonable conditions when necessary in connection with any maintenance, construction or repair of the public utilities or for any other matters for which the Association is responsible.

**SECTION 4. RIGHT OF CONDUCT.**

1. There shall be no advertisements or posters of any kind posted or displayed in or on the Condominium property, except as may be permitted by the Declaration.
2. Residents shall exercise extreme care about making noise and in the use of musical instruments, radios, televisions and amplifiers that may disturb other persons.
3. Domestic animals may be kept only in accordance with Municipal Sanitary Regulations and Article X section 5 of the declaration.
4. It is prohibited to hang garments, rugs, etc., from the windows or in any areas outside the units.
5. It is prohibited to throw garbage or trash outside the disposal receptacles.

6. No owner, resident or lessee shall install wiring for electrical or telephone installations, television antennae, satellite dish equipment, air conditioning units, etc., on the exterior of the Condominium property or that protrude through the walls or the roof of any building unless approved by the Board.

#### **ARTICLE IX AMENDMENTS**

The By-Laws may only be amended by the affirmative vote, written consent, proxy, or a meeting called for such purpose or by petition of a least sixty-seven (67%) percent of the unit owner. It must be certified and recorded in the office of Register of Deeds for Milwaukee County, Wisconsin. The amendment will not become effective until it is certified and recorded.

#### **ARTICLE X MORTGAGES, STATEMENT OF UNPAID MAINTENANCE FEES AND ASSESSMENTS**

##### **SECTION 1. NOTICE TO ASSOCIATION.**

Any unit owner who permits or causes his/her unit to be encumbered by a mortgage or mortgages, shall notify the Secretary of the Association or office staff of such mortgage or mortgages and the name and address of the Mortgagee or mortgagees. Such notice may also be served by any such mortgagee. The Secretary of the Association shall maintain a record of the names and addresses of all mortgagees of which the Secretary shall have received notice.

##### **SECTION 2. NOTICE OF UNPAID MAINTENANCE FEES OR ASSESSMENTS.**

Upon the request of a mortgagee, a proposed mortgagee or purchaser who has a contractual right to purchase a unit, the Association shall furnish to such mortgagee, proposed mortgagee or purchaser, a statement setting forth the amount of the then unpaid maintenance fees or assessments pertaining to such unit. If any such mortgagee, proposed mortgagee or purchaser of such unit, in reliance upon such statement shall disburse mortgage loan proceeds or shall expend the purchase price, such mortgagee, proposed mortgagee or purchaser shall not be liable for, nor shall such unit be subject to a lien which is not properly filed in accordance with law, for any unpaid maintenance fees or assessments in excess of the amount set forth in such statement barred from claiming under any lien, which is not properly filed in accordance with law prior to the request for the statement, against any such mortgage, proposed mortgagee or purchaser.

##### **SECTION 3. NOTICE TO MORTGAGEE.**

Any mortgagee of a unit shall be entitled to a written notice from the Association of any default by the then unit owner or, if applicable, any then occupant of the unit, in the performance of any obligations set forth in these By-Laws, this Declaration, any amendments to the foregoing or all rules and regulations of the Association, which is not cured within 30 days of such default, provided the Association shall previously have been notified of the mortgagee in the manner set forth above. Any notice required or permitted to be given to any mortgagee pursuant to these By-Laws shall be deemed given if mailed or delivered to such mortgagee at the address shown in such record and shall be deemed effective as of the date of mailing or delivery.

#### **ARTICLE XI CONFLICTS**

These By-Laws are set forth to comply with the requirements of the Act. In case any of these By-Laws conflict with the provisions of the Act, or the Declaration, it is hereby agreed and accepted that the provisions of the Act or the Declaration, as the case may be, will control.

#### **ARTICLE XII FISCAL YEAR**

The fiscal year of the corporation shall begin on the first day of June and end on the 31st day of May each year.

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MANCHESTER VILLAGE OWNER'S ASSOCIATION, INC.

Michael J. Marx, President

Christopher E. Meisel, Secretary

Christopher Meisel



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## ARTICLES OF INCORPORATION

OF

MANCHESTER VILLAGE OWNER'S ASSOCIATION, INC.

The undersigned, being a natural person over the age of eighteen (18) years and acting as incorporator for the purpose of forming a non-stock, non-profit corporation under the provisions of The Wisconsin Nonstock Corporation Law, Chapter 181 of the Wisconsin Statutes (hereinafter called the "Law"), does hereby adopt the following as the Articles of Incorporation of such corporation.

### ARTICLE I

#### NAME

The name of this corporation shall be MANCHESTER VILLAGE  
OWNER'S ASSOCIATION, INC.

### ARTICLE II

#### PERIOD OF EXISTENCE

The period of existence of this corporation shall be perpetual.

### ARTICLE III

#### PURPOSES

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

(a) To serve as an association of unit owners who own real estate and improvements under the condominium form of use and ownership as provided in Chapter 703 of the Wisconsin Statutes, commonly known as the Unit Ownership Act, as the same may be amended,

renumbered or renamed from time to time (such Chapter 701, as may be amended, renumbered or renamed from time to time, hereinafter called the "Act"), and subject to the terms and conditions of the Declaration of Condominium (hereinafter called the "Declaration") of MANCHESTER VILLAGE CONDOMINIUM (hereinafter called the "Condominium") as recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin:

(b) To provide for the administration, maintenance, preservation and control of the Condominium in accordance with and in furtherance of the Declaration created under and pursuant to the Act; and

(c) To engage in any lawful activity within the purposes for which a non-stock, non-profit corporation may be organized under the Law, subject to the Act and the Declaration.

#### ARTICLE IV

##### MEMBERS AND VOTING

The record owner of the fee title to any Unit and an undivided interest in the Common Elements, as defined in the Declaration, shall automatically, upon becoming such owner, be a member of this corporation, and shall remain a member thereof until such time as his ownership ceases for any reason, at which time his membership in this corporation shall automatically cease. The respective rights and qualifications of each of the members of this corporation are set forth in the By-Laws of this corporation.

## ARTICLE V

### PRINCIPAL OFFICE AND REGISTERED AGENT

The location of the principal office of this corporation shall be 2400 West Good Hope Road, Glendale, Wisconsin, 53217 and the initial registered agent shall be Joseph Silano at the above address.

## ARTICLE VI

### DIRECTORS

The number of directors of this corporation shall be fixed in the By-Laws but in no event shall be less than three (3). The manner in which the directors shall be elected, appointed or removed shall be provided in the Declaration and By-Laws of the corporation.

The number of directors constituting the initial Board of Directors shall be seven (7), and the names and addresses of the initial directors are:

Joseph Silano  
9991 West North Avenue  
Wauwatosa, Wisconsin 53226

Joseph P. Silano, Jr.  
9991 West North Avenue  
Wauwatosa, Wisconsin 53226

Joseph Amoroso  
16433 Ventura Boulevard  
Encino, California 91426

Jerald Greenstein  
16400 Ventura Boulevard  
Encino, California 91426

Lynn Dornfeld  
9991 West North Avenue  
Wauwatosa, Wisconsin 53226

Robert A. Taper  
777 East Wisconsin Avenue  
Milwaukee, Wisconsin 53202

Jeffrey B. Green  
777 East Wisconsin Avenue  
Milwaukee, Wisconsin 53202

## ARTICLE VII

### INCORPORATOR

The name and address of the incorporator of this corpora-

tion is:

Robert A. Taper  
777 East Wisconsin Avenue  
Milwaukee, Wisconsin 53202

#### ARTICLE VIII

##### AMENDMENTS

Amendment of these Articles of Incorporation shall require the assent of seventy-five (75%) percent of the entire membership of this corporation.

#### ARTICLE IX

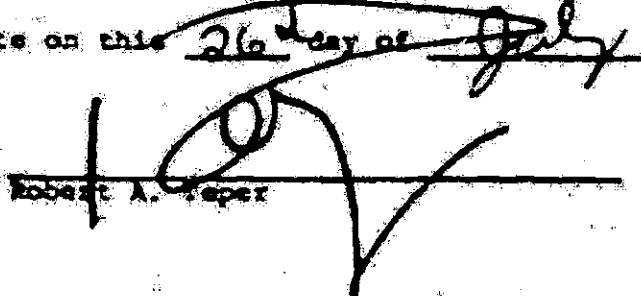
##### STOCK, DIVIDENDS AND DISSOLUTION

This corporation shall not have or issue shares of stock. No dividend shall ever be paid and no part of the assets or surplus of this corporation shall be distributed to its members, directors or officers. This corporation may pay compensation in reasonable amounts to employees, members, directors or officers for services rendered, and may confer benefits upon its members in conformity with its purposes.

This corporation may be dissolved with the assent given in writing and signed by not less than seventy-five (75%) percent of the members. Upon dissolution of this corporation, other than incident to a merger or consolidation, all of its assets, after payment of its liabilities, shall be distributed to one or more non-profit corporations, societies, trusts or other organizations and/or dedicated to an appropriate public agency or agencies, provided, however, that any such non-profit corporation, society,

trust, other organization or public agency has purposes deemed by a majority of the directors of this corporation to be similar to those of this corporation and that if none of the foregoing entities are deemed to exist, then all of the assets of this corporation, after payment of its liabilities, shall be distributed to a non-profit corporation, society, association, trust or other organization, or any one or more of the foregoing, devoted to the promotion of aesthetic, cultural or educational purposes.

Executed in duplicate on this 26 day of July, 1978.

  
Robert A. Teper

STATE OF WISCONSIN     )  
                                  )     SS  
COUNTY OF MILWAUKEE   )

Personally came before me, this 26 day of July, 1978, the above named ROBERT A. TEPER, to me known to be the person whose name is subscribed to the foregoing Articles of Incorporation, and acknowledged that he executed the same for the purposes therein contained.

  
Notary Public, State of Wisconsin  
My commission: Jan 20, 1978

This document was drafted by Robert A. Teper and Jeffrey B. Green of Barr, Levin, Teper, Charnof & Sumner, S.C.

Art. 1 Inc.

-H. Lm-

STATE OF MISSISSIPPI

DEPARTMENT OF REVENUE

TAX

JUL 27 1978

DOUGLAS LAFOLETTE  
SECRETARY OF STATE

\$25.00

WILL LEVIN, JEFF DUNN & SUGAR, LLC

FORMERLY TIT 70-00

STATE OF MISSISSIPPI

HERALD LEVIN, CHIEF OF & SUGAR, LLC

1000 W. 10th St. N. 10th St.

1000 W. 10th St. N. 10th St.

MEMPHIS, MISSISSIPPI 38102

404 251 2111

07 30 10 5 NS

OFFICE OF THE  
REGISTER OF DEEDS

5236916

The undersigned, as Register of Deeds of  
(COUNTY) Milwaukee  
County, Wisconsin, certifies that on May 1 1978  
(DATE)

there was received and accepted for record in my office, Instrument(s) bearing  
the certificate of the Secretary of State of the State of Wisconsin, and des-  
cribed as:

- ☒ Articles of Incorporation    ☐ Amendment(s) to Articles of Incorporation \*  
☐ Articles of Dissolution    ☐ Articles of Merger \*    ☐ Name Reservation \*  
☐ Articles of Consolidation \*    ☐ Restated Articles \*  
☐ Change of Registered Office and/or Agent    ☐ Intent to Dissolve    **OF**

LIST CORPORATE

NAMES HERE

MANCHESTER VILLAGE OWNER'S ASSOCIATION, INC.

SEAL Witness my hand and official seal on

May 1 1978 (DATE)  
Walter R. Porey  
Register of Deeds

Please return executed Certificate to:  
DOUGLAS LaFOLLETTE, Secretary of State  
244 W. Washington Av  
Madison, Wisconsin 53702

(\* Please identify documents by date of filing with Secretary of State)

# United States of America

STATE OF WISCONSIN  
Office of Secretary of State

## To All to Whom These Presents Shall Come

The undersigned, as Secretary of State of the State of Wisconsin, hereby certifies that on  
**July 27, 1978** Articles of Incorporation were filed in my office under the provisions  
of Chapter 181 of the Wisconsin Statutes, for the following corporation formed

### WITHOUT STOCK AND NOT FOR PROFIT:

Name **WINCHESTER VILLAGE HOMEOWNERS ASSOCIATION, INC.**

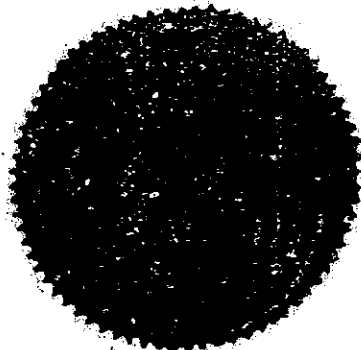
Principal Office **2000 West Good Hope Rd  
Glendale, Wisconsin 53217**

Purposes for which organized: **(a) to serve as an association of unit owners who own real  
estate and improvements under the condominium form of ownership as  
provided in Chapter 700 of the Wisconsin Statutes. . . .**

I further certify that a certificate has been filed in my office to the effect that a duplicate of said Articles,  
bearing my certificate, was recorded in the office of the Register of Deeds of **Wauwatosa**  
County, Wisconsin, on **July 21, 1978**

**THE RESULT:** The State of Wisconsin does hereby grant unto the said corporation the powers and privileges  
conferred by the Wisconsin Statutes for the purposes stated and in accordance with said Articles.

In Witness Whereof, I have hereunto set my hand  
and affixed my official seal, at the Capitol, in the  
City of Madison, on **August 9, 1978**



*Douglas LaFollette*  
**DOUGLAS LAFOLLETTE**  
Secretary of State

SEE REVERSE FOR MORE INFORMATION

Wisconsin

## CERTIFICATE OF NEWLY-ELECTED OFFICERS

FILING FEE - \$3

For use in reporting first elections of officers and changes thereafter.  
DO NOT report elections at which no changes are made.

City Corporation Division  
Office of the Secretary of State  
Madison, Wisconsin 53702

Name of Corporation **MARCHESTER VILLAGE OWNER'S ASSOCIATION, INC.**Address **2400 West Good Hope Road, Glendale, Wisconsin 53209**

A Principal officers were elected, or changes made, on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_. Pursuant to such action, the principal officers are:

| TITLE          | NAME | ADDRESS<br>(Give street & number, City, State and ZIP code) |
|----------------|------|-------------------------------------------------------------|
| President      |      |                                                             |
| Vice President |      |                                                             |
| 2nd Vice Pres  |      |                                                             |
| Secretary      |      |                                                             |
| Treasurer      |      |                                                             |

B Directors were elected or changes made on the 17th day of January, 1979 Pursuant to such action the directors are:

| NAME              | ADDRESS<br>(Give street & number, City, State and ZIP code) |
|-------------------|-------------------------------------------------------------|
| Betty Chrustowski | 2150 W. Good Hope Rd, #306, Glendale 53209                  |
| Marilyn Cooper    | 2200 W. Good Hope Rd, #223, Glendale 53209                  |
| Martha Herrmann   | 2260 W. Good Hope Rd, #334, Glendale 53209                  |
| Ervin Kery        | 2260 W. Good Hope Rd, #325, Glendale 53209                  |
| Michael Marx      | 2350 W. Good Hope Rd, #260, Glendale 53209                  |
| Bernard Rosen     | 2350 W. Good Hope Rd, #151, Glendale 53209                  |
| Sharon Rottler    | 2420 W. Good Hope Rd, #39, Glendale 53209                   |

Dated January 23<sup>rd</sup>, 1979  
I, the undersigned, do hereby  
certify that the foregoing is true.

(NO SEAL)

*Lynn Dornfeld*  
Lynn Dornfeld  
Secretary

NS M. 20105

Wisconsin

**CERTIFICATE OF NEWLY-ELECTED OFFICERS**

**FILING FEE - \$3**

For use in reporting firm elections of officers and changes thereafter.  
DO NOT report elections at which no changes are made.

STATE OF WISCONSIN  
RECEIVED JAN 20 1979

FEB 7 1979

VEL PHILLIPS  
SECRET. ST. OF STATE

T17 Corporation Section  
Office of the Secretary of State  
Madison, Wisconsin 53702

Name of Corporation **MANCHESTER VILLAGE OWNER'S ASSOCIATION, INC.**

Address **2400 West Good Hope Road, Glendale, Wisconsin 53209**

A. Principal officers were elected or changes made on the **25** day of **January** **1979**. Pursuant to such action, the principal officers are:

| TITLE          | NAME           | ADDRESS<br>(Last street & number, City, State and ZIP code) |
|----------------|----------------|-------------------------------------------------------------|
| President      | Ervin Kary     | 2160 W. Good Hope Rd. Unit 125<br>Glendale, WI 53209        |
| Vice President | Sharon Botter  | 2400 W. Good Hope Rd. Unit 39<br>Glendale, WI 53209         |
| 2nd Vice Pres  |                |                                                             |
| Secretary      | Marilyn Cooper | 2200 W. Good Hope Rd. Unit 223<br>Glendale, WI 53209        |
| Treasurer      | Martha Bertram | 2200 W. Good Hope Rd. Unit 314<br>Glendale, WI 53209        |

B. Directors were elected or changes made on the **25** day of **January** **1979**. Pursuant to such action the directors are:

| NAME | ADDRESS<br>(Last street & number, City, State and ZIP code) |
|------|-------------------------------------------------------------|
|      |                                                             |
|      |                                                             |
|      |                                                             |
|      |                                                             |
|      |                                                             |
|      |                                                             |
|      |                                                             |
|      |                                                             |
|      |                                                             |

Dated \_\_\_\_\_  
(If incorporation has a  
month, state month)

SIGNED:

*Ervin Kary*  
President of Corporation

Ervin Kary

(NO SEAL)

M 20105  
13

Form 113-Sec. State 1973

13  
DESIGNATION OF REGISTERED AGENT

100

The undersigned, a principal officer of

MANCHESTER VILLAGE OWNER'S ASSOCIATION, INC.

-----  
a nonstock corporation organized under the laws of Wisconsin, certifies:

pursuant to a resolution of the board of directors, duly adopted,

the registered agent of said corporation in Wisconsin shall be:

Name of Agent: ----- Sharon Rotter -----

Agent's address: 2400 West Good Hope Road, Glendale, Wisconsin 53209  
-----  
(Number, street, city & ZIP code) -----

Executed and corporate seal, if any, affixed on January 25, 1979  
-----  
(Date) -----

(Affix seal or state  
that there is no seal)

*Lynn Dornfeld*  
-----  
Officer's sign

Title Lynn Dornfeld, President  
-----

(NO SEAL)

Designation of Reg Agent - New York

7/10/79

STATE OF WISCONSIN  
RECEIVED AND FILED

MAY 08 1979

VEL PHILLIPS  
SECRETARY OF STATE

**MANCHESTER VILLAGE OWNERS ASSOCIATION, INC.**  
**2400 WEST GOOD HOPE ROAD**  
**GLENDALE, WI 53209**  
**414-352-5054**  
**FAX: 414-352-7148**

**03/15/06**

**To: Unit Owners**  
**From: Board of Directors**

**Please find attached a revised Executive Summary. This replaces the previous Executive Summary that was distributed to all unit owners in June, 2005.**

**Wisconsin Statute § 703.33 requires that condominium associations prepare an Executive Summary and distribute it to all unit owners. The Executive Summary is required to be given to purchasers of units by sellers fifteen (15) days prior to closing, pursuant to § 703.33.**

**This summary is not intended to replace the buyer's review of the condominium Declaration, By-Laws and other condominium disclosure materials nor is it a substitute for professional review of the condominium documents.**

**Please keep this revised Executive Summary with your Declaration, By-Laws or Rules and Regulations and other condominium materials.**

**Thank you.**

# EXECUTIVE SUMMARY

Page 1 of 3

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

Condominium Name: MANCHESTER VILLAGE CONDOMINIUM

## How is the condominium association managed?

- What is the name of the condominium association? Manchester Village Owners Association, Inc
- What is the association's mailing address? 2400 W. Good Hope Rd., Glendale, WI 53209
- How is the association managed? ☒ By the unit owners (self-managed) ☐ By a management agent or company ☐ By the declarant (developer) or the declarant's management company
- Whom should I contact for more information about the condominium and the association? Property Administrator (management agent/company or other available contact person)
- What is the address, phone number, fax number, web site & e-mail address for association management or the contact person? 2400 W. Good Hope Rd., Glendale, WI 53209 Phone: 414-352-5054; Fax: 414-352-7148

 For specific information about the management of this association, see the Restatement of Declaration of Condominium of Manchester Village Condominium ("Restatement")

## What are the parking arrangements at this condominium?

- Number of parking spaces assigned to each unit: 1 How many Outside? 0 How many Inside? 1  
☐ Common element ☒ Limited common element ☐ Included as part of the unit ☐ Separate non-voting units ☐ Depends on individual transaction [check all that apply]
- Do I have to pay any extra parking fees (include separate maintenance charges, if any)? ☒ No ☐ Yes, in the amount of \$ \_\_\_\_\_ per \_\_\_\_\_ ☐ Other (specify): \_\_\_\_\_
- Are parking assignments reserved or designated on the plat or in the condominium documents?  
☐ No ☒ Yes - Where? marked in garage Are parking spaces assigned to a unit by deed? ☐ No ☒ Yes Can parking spaces be transferred between unit owners? ☐ No ☒ Yes
- What parking is available for visitors? Outdoor spaces not exclusively assigned
- What are the parking restrictions at this condominium? No campers, trucks, disabled vehicles, etc. No parking in front of garages.

 For specific information about parking at this condominium, see Addendum to Executive Summary

## May I have any pets at this condominium?

- ☐ No ☒ Yes - What kinds of pets are allowed? dogs, domestic cats, small birds
- What are some of the major restrictions and limitations on pets? dogs and cats cannot exceed 16 inches, only permitted in 2230, 2240, 2250, 2450, 2460 and the first floors of 2300 and 2350; must be leashed and shall not be unattended.

 For specific information about the condominium pet rules, see Restatement

**May I rent my condominium unit?**

- ♦ ☒ No ☐ Yes - What are the major limitations and restrictions on unit rentals? Except may rent to parents, grandparents, or children. Term must be for at least one year. No subdivision of Unit. Owner remains responsible.
- ☒ For specific information about renting units at this condominium, see \_\_\_\_\_

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

- ♦ ☐ No ☒ Yes - What are the major amenities and features? laundry facilities (elevator buildings only), pool, clubhouse
- ♦ Are unit owners obligated to join or make additional payments for any amenity associated with the condominium, such as an athletic club or golf course? ☒ No ☐ Yes - What is the cost? \$ \_\_\_\_\_
- ☒ For specific information about special amenities, see Restatement

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

- ♦ A Unit Owner must maintain and repair all components or installations within or appurtenant to the unit, paint and decorate interior walls and surfaces, maintain limited common elements, and is responsible for the costs to repair any damage to common elements caused by unit owner, guests, invitees, or licensees.
- ☒ For specific information about unit maintenance and repairs, see Restatement

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

- ♦ Common element maintenance, repair and replacement is performed as follows: by the Association as needed.
- ♦ How are repairs and replacements of the common elements funded? ☐ Unit owner assessments ☐ Reserve funds ☒ Both ☐ Other (specify): \_\_\_\_\_
- ♦ Limited common element maintenance, repairs and replacement is performed as follows: See attached.
- ♦ How are repairs and replacements of the limited common elements funded? ☒ Unit owner assessments ☐ Reserve funds ☐ Both ☐ Other (specify): by unit owners
- ☒ For specific information about common element maintenance, repairs and replacements see Restatement

**Does the condominium association maintain reserve funds for the repair and replacement of the common elements? ☒ Yes ☐ No. Is there a Statutory Reserve Account (\*see note on page 3\*)? ☒ Yes ☐ No**

- ☒ For specific information about this condominium's reserve funds for repairs and replacements, see Restatement

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

- ♦ Is the developer's obligation to pay fees for unsold units different than the obligation of new unit purchasers to pay fees on their units? ☒ Not applicable (no developer-owned units) ☐ No ☐ Yes - In what way? \_\_\_\_\_

- ♦ Are there any special provisions for the payment of assessment fees that apply only during the developer control period? ☐ No ☐ Yes - Describe these provisions: N/A

☐ For specific information about condominium fees during the developer control period, see \_\_\_\_\_

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

- ♦ ☒ No ☐ Yes - How many additional units may be added through expansion? \_\_\_\_\_ units
- ♦ When does the expansion period end? \_\_\_\_\_
- ♦ Who will manage the condominium during the expansion period? \_\_\_\_\_

☐ For specific information about condominium expansion plans, see N/A

May I alter my unit or enclose any limited common elements?

- ♦ Describe the rules, restrictions and procedures for altering a unit: See attached.
- ♦ Describe the rules, restrictions and procedures for enclosing limited common elements: No awnings or enclosures may be installed on patios or balconies.

☐ For specific information about unit alterations and limited common element enclosures, see Restatement

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

- ♦ Yes, Wisconsin law allows the unit owners to amend the condominium declaration, bylaws and other condominium documents if the required votes are obtained. Some of these changes may alter your legal rights and responsibilities with regard to your condominium unit.

☐ For specific information about condominium document amendment procedures and requirements, see Restatement

Other restrictions or features (optional): See attached.

This Executive Summary was prepared on March 10, 2006 (insert date)  
by Greenberg & Hoeschen, Attorneys for Manchester Village (state name and title or position).

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

This Executive Summary was developed and distributed by the Wisconsin REALTOR® Association (2004).

Drafted by: Attorneys Debra Peterson Conrad (WRA), Jonathan B. Levine, and Lish M. Pardon (Brennan, Steil & Bagling, S.C.)

## **ADDENDUM TO EXECUTIVE SUMMARY**

### **Parking:**

Article III, Description of General Common Elements, of the Restated Declaration indicates that all outdoor parking spaces are general common elements and thus belong to the Condominium Association. Article V, Description of Unit - Limited Common Elements, indicates that there are two hundred eighty-two (282) indoor parking spaces on the condominium. Fifty-six (56) indoor spaces are located in twelve (12) garage buildings. Each is designated by a unit number. These are for the exclusive use of the townhouse unit owners. The elevator buildings contain two hundred twenty-six (226) indoor parking spaces. Two hundred sixteen (216) are designated by the same number as the unit, and are for the exclusive use of the owner.

Ten (10) additional indoor parking spaces are designated by letter on the floor plans. Each of those ten (10) indoor parking spaces have been sold by separate deed to a Unit Owner. Those ten (10) additional parking spaces became appurtenant to the Unit just the same as the numbered spaces that are given to the original purchaser of a condominium unit. The Condominium Association shall not permit a sale of a parking space separate from the sale of the Unit. Therefore, a Unit Owner could sell one of their parking spaces to another Unit Owner. The parking space would then become appurtenant to that Unit. A condominium owner cannot sell a parking space to a non-owner as this parking space would then not be appurtenant to unit ownership.

### **Limited common elements maintenance, repairs, and replacement is performed as follows:**

The unit owner has the duty to maintain limited common elements appurtenant to the unit in good and orderly condition and repair. The Association will be responsible for painting and repairing all other exterior and interior limited common elements and painting exterior limited common elements. The cost of any repairs to the limited common elements by the Association will be assessed to the unit owner.

### **Describe the rules, restrictions and procedures for altering a unit**

A unit owner shall make no changes which will affect the structural integrity of the buildings. Any changes made may not create a nuisance substantially affecting the use and enjoyment of other units or the common elements.

### **Other restrictions or features (optional):**

Satellite dishes are prohibited on common grounds. Satellite dishes may not create a nuisance substantially affecting the use and enjoyment of other units or the common elements.

The Condominium Association has passed a Second Amendment to the Declaration with respect to the payment of legal fees. This Amendment:

- Requires the condominium association to give an owner ten days to cure a violation before the condominium association hires an attorney. Once the attorney is hired, the owner is responsible for the attorney's fees required to bring said unit owner into compliance.
- Requires an owner to pay attorney's fees if the owner wants an interpretation of their legal rights under the condominium documents.
- Requires an owner to pay costs and legal fees if the owner brings an action against the condominium association and loses.
- Requires the condominium association to pay costs and legal fees if the association brings a legal action against an owner and loses.

FIRST AMENDMENT TO RESTATEMENT OF  
DECLARATION OF CONDOMINIUM OF  
MANCHESTER VILLAGE CONDOMINIUM

DOC #  
8614858

REGISTER'S OFFICE 1 SS  
Milwaukee County, WI

RECORDED AT 3:47 PM

09-05-2003

JOHN LA FAVE  
REGISTER OF DEEDS

AMOUNT 13.00

Recording Area  
Name and Return Address

Greenberg & Hoeschen, LLC  
3127 W. Wisconsin Ave.  
Milwaukee, Wisconsin 53208

(Parcel Identification Number)

Document Number

WHEREAS, a Restatement of Declaration of Condominium of Manchester Village Condominium dated 9/12/2001 was recorded in the Office of the Register of Deeds for Milwaukee County on 9/19/2001, Reel 5161, Image 1713, as Document No. 8136167;

WHEREAS, Article XIII, Amendment of Declaration, permits the Declaration to be amended by the written consent of at least 67% of the Unit Owners;

WHEREAS, Wisconsin Statute §703.09(2) indicates that a Declaration may be amended with the written consent of at least two-thirds of the Unit Owners;

WHEREAS, as of September 3, 2003, at least 67% of the Unit Owners, by written consent, consented to the following Amendment to the Restatement of Declaration:

DECLARATION - ARTICLE X

(Add paragraph 14 - Owner Occupancy Restriction)

14. Owner Occupancy Restriction.

A. Effective as of the date of the adoption of this Amendment, all units at Manchester Village Condominium, except as hereinafter stated, shall be owner occupied. For purposes of this provision, "owner occupied" shall mean a unit occupied and used as a private residential dwelling by at least one (1) of the persons listed as the Grantee on the deed or other conveyance of the Unit. In the event the Grantee is not an individual or individuals, owner occupied shall mean at least one (1) shareholder or member of the entity listed as Grantee on the deed or other conveyance.

B. No unit owners shall be allowed to lease or rent their units except:

1. Those unit owners who were leasing or renting their units prior to the adoption of the Owner Occupancy Amendment. Unit owners who were leasing or renting their units prior to adoption of this amendment shall be allowed to continue to lease or rent their units under the terms and conditions stated in Article X, Section 2 of the Declaration. Those unit owners may lease or rent their units so long as they continue to own the unit. Upon the sale or other conveyance of the unit so leased, the Owner Occupancy Amendment shall apply to all future owners, and the leasing or renting of the unit so sold or conveyed shall thereafter cease;

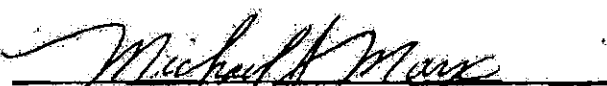
2. Those unit owners who lease or rent their units to their parents, grandparents, or children at any time prior to or after the adoption of the Owner Occupancy Amendment as long as said unit owner is in compliance with the provisions of Article X, Section 2 of the Declaration.

C. This use and occupancy requirement shall apply to any sale or conveyance whether voluntary or involuntary.

WHEREAS, the Amendment does not become effective until it is certified and recorded.

NOW, THEREFORE, pursuant to the Restatement of Declaration and Wisconsin Statute §703.09(2), the Restatement of Declaration Article X is amended to add paragraph 14 thereof, Owner Occupancy Restriction, as previously stated.

Dated at Milwaukee, Wisconsin, this 7th day of Sept, 2003.

  
Michael J. Marx, President

  
Duncan Talboys, Vice President

AUTHENTICATION

ACKNOWLEDGMENT

REF

5661

IMAGE

6607

DESCRIPTION OF MANCHESTER VILLAGE PROPERTY:

PARCELS ONE (1) CERTIFIED SURVYOR MAP NO. 2055 of a part of the South West One-Quarter ( $\frac{1}{4}$ ) OF SECTION EIGHTEEN (18), in Township Eight (8) North, Range Twenty-two (22) East, in the City of Glendale, County of Milwaukee, State of Wisconsin, recorded on March 30, 1973, Reel 711, Images 1751 to 1754 inclusive, as Document No. 4749608.

REEL

5661

IMAGE

6608

SECOND AMENDMENT TO RESTATEMENT OF  
DECLARATION OF CONDOMINIUM OF  
MANCHESTER VILLAGE CONDOMINIUM



Document Number

DOC.# 09126144

WHEREAS, a Restatement of Declaration of Condominium of Manchester Village Condominium dated 9/12/2001 was recorded in the Office of the Register of Deeds for Milwaukee County on 9/19/2001, Reel 5161, Image 1713, as Document No. 8136167;

REGISTER'S OFFICE | SS  
Milwaukee County, WI

RECORDED 11/07/2005 02:03PM

WHEREAS, Article XIII, Amendment of Declaration, permits the Declaration to be amended by the written consent of at least 67% of the Unit Owners;

JOHN LA FAVE  
REGISTER OF DEEDS

AMOUNT: 17.00

WHEREAS, Wisconsin Statute §703.09(2) indicates that a Declaration may be amended with the written consent of at least two-thirds of the Unit Owners;

Recording Area

Name and Return Address

Greenberg & Hoeschen, LLC  
3127 W. Wisconsin Ave.  
Milwaukee, Wisconsin 53208

WHEREAS, the First Amendment to Restatement of Declaration of Condominium of Manchester Village Condominium regarding an amendment to Article X by adding paragraph 14 thereof - Owner Occupancy Restriction) was dated September 4, 2003, and recorded with the Office of the Register of Deeds of Milwaukee County on 9/5/2003 as Document No. 8614858, Reel #5661, Image 6607;

(Parcel Identification Number)

WHEREAS, as of October 7, 2005, at least 67% of the Unit Owners, by written consent, consented to the following Second Amendment to the Restatement of Declaration. The consents so obtained have been approved by the mortgagee of each unit, if any, pursuant to Wisconsin Statute §703.09(2).

THE DECLARATION ARTICLE IX SHALL BE RESTATED AND RE-TITLED AS FOLLOWS:

ARTICLE IX  
ASSESSMENTS - LEGAL FEES

1. Assessments.

According to the By-laws of the Association, each unit owner is liable for a percentage of all common expenses relating to the Building - Limited Common Elements and the percentage of the building heating cost.

Monthly maintenance fees shall be due on the first (1<sup>st</sup>) of each month and payable by the tenth (10<sup>th</sup>) of each month. Any monthly maintenance fee paid after the tenth (10<sup>th</sup>) of the month shall be delinquent, and the unit owner will be charged a late fee to be determined by the Board of Directors.

SPECIAL ASSESSMENTS: A special assessment may be imposed upon unit owners for purposes including but in no way limited to:

- a. Repair, renovation, replacement, and improvement expenses to the common elements.
- b. Purchases of fixtures or personalty.
- c. Balancing operational deficits
- d. Non-recurring items (litigation cost, etc.)
- e. Annual assessments uncollected by virtue of the defaults of one or more unit owners.

SPECIAL ASSESSMENT and INSTALLMENTS shall be paid on or before ten (10) days after the special assessment is due. Any special assessment or installment received after the ten (10) days shall be considered delinquent and the unit owner will be charged a delinquent fee at a rate to be determined by the Board of Directors. All payments will be first applied to the late fee, then to the special assessment.

The lien for unpaid assessments incurred with respect to filing a lien, foreclosing a lien, or collection of such assessments by Court enforcement or other means, or enforcement of such lien provided in the Act, shall also secure reasonable attorney's fees incurred with respect to filing a lien by the Association incident to the collection of such assessments 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 from the time of foreclosure until the unit is sold to a

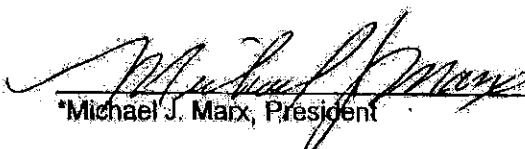
action, shall be responsible for any and all legal fees incurred with respect to retention of such attorney for enforcement.

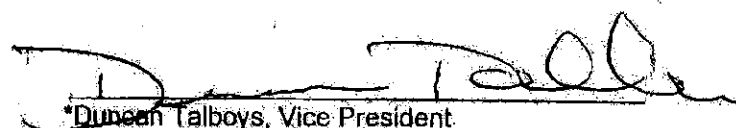
- b. The Declaration, By-laws and all Rules and Regulations promulgated thereunder shall be strictly enforced by the Board of Directors of the Association. In the event the Association is required to retain an attorney for purposes of seeking Court enforcement of any Association Declaration, By-laws or Rules and Regulations, or for seeking a restraining order or other order requiring a unit owner to specifically perform or to strictly conform to said Declaration, By-laws and Rules and Regulations, then, in each instance wherein the Association prevails in said action, the unit owner shall be strictly and solely responsible for any and all costs incurred in such process, including but not limited to court costs, service fees, witness fees, attorney fees, and any and all other disbursements incurred with respect to the relief sought by the Association. The unit owner, after being tendered a bill of costs, shall have five (5) days to pay the same in full. Such charges as incurred by the Association for the afore-referenced shall be charged and assessed against the unit owner's unit and shall be deemed to be a lien against said unit, and may be enforced and collected, if not timely paid, as an assessment for common expenses including the foreclosure of the lien therefor.
- c. If a unit owner requests an opinion or interpretation as to their legal rights under the Declaration, By-laws, or Rules and Regulations, the unit owner shall be solely responsible for the cost incurred by the Association to retain an attorney for such opinion and/or interpretation.
- d. If a unit owner brings an action against the Association, whether it be administrative or through the legal system, and in the event if the unit owner is unsuccessful and the Association is adjudicated the winning or successful party in such action, the unit owner shall be responsible for any and all legal fees or costs incurred by the Association with respect to defending such Administrative Action or lawsuit. The unit owner, after being tendered a bill of costs, shall have five (5) days to pay the same in full. Such charges as incurred by the Association for the afore-referenced shall be charged and assessed against the unit owner's unit and shall be deemed to be a lien against said unit and may be enforced and collected if not timely paid as an assessment for common expenses including the foreclosure of lien therefor.
- e. If the Association brings an action against a unit owner, whether it be administrative or through the legal system, and in the event if the Association is unsuccessful and the unit owner is adjudicated the winning or successful party in such action, the Association shall be responsible for any and all legal fees or costs incurred by the unit owner with respect to defending such administrative action or lawsuit. The Association, after being tendered a bill of costs, shall have five (5) days to pay the same in full.

WHEREAS, the Amendment does not become effective until it is certified and recorded.

NOW, THEREFORE, pursuant to the Restatement of Declaration and Wisconsin Statute §703.09(2), the Restatement of Declaration Article IX is amended and restated and re-titled as previously stated.

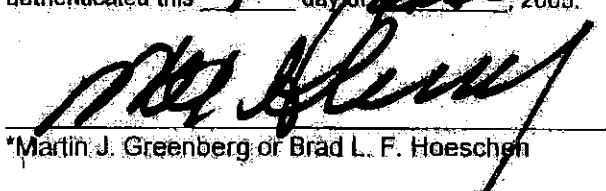
Dated at Milwaukee, Wisconsin, this 7<sup>TH</sup> day of OCTOBER, 2005.

  
\*Michael J. Marx, President

  
\*Duncan Talboys, Vice President

#### AUTHENTICATION

Signature(s) of Michael J. Marx and Duncan Talboys  
authenticated this 7<sup>th</sup> day of October, 2005.

  
\*Martin J. Greenberg or Brad L. F. Hoeschen

TITLE: MEMBER STATE BAR OF WISCONSIN

(If not,

authorized by § 706.06, Wis. Stats.)

#### ACKNOWLEDGMENT

STATE OF WISCONSIN )

MILWAUKEE COUNTY )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2005, the above named \_\_\_\_\_ to me known to be the person(s) who executed the foregoing instrument and acknowledge the same.

**MANCHESTER VILLAGE OWNERS ASSOCIATION, INC.**  
**2400 WEST GOOD HOPE ROAD**  
**GLENDALE, WL 53209**  
**414-352-5054**

**03/16/07**

**To: Unit Owners/Residents**  
**From: Board of Directors**

**Please find copy of Amendment To Health And Safety Restrictions Rule Adopted**  
**08/16/04.**

**Keep this copy with your Declaration and By-Laws, the Executive Summary, and**  
**other condominium documents.**

**Thank you.**

**AMENDMENT TO HEALTH AND SAFETY RESTRICTIONS  
RULE ADOPTED 08/16/04**

03-16-07

Section 1.1 would be changed to:

**1.1 Any person who is in a Unit or on Common Elements as a unit owner, a tenant, or as a guest or invitee of the unit owner or tenant is restricted and prohibited from any behavior, conduct, activity or action of any kind or nature which:**

- A Is a nuisance, constitutes acts which are in the nature of disorderly conduct, or the use of offensive language.**
- B Is immoral or improper or offense in the opinion of the Board of Directors.**
- C Is in violation of Wisconsin Statutes, the Declarations, By-Laws, or these Rules and Regulations; or**
- D Unreasonably interferes with or is an unreasonable annoyance to the peaceful possession or proper use of the condominium by other owners or residents, including disturbances.**

**1.2 REMEDIES**

- A The Board shall be empowered to use any and all remedies to enforce these Health and Safety Restrictions including, but not limited to, injunctive relief and fines. The Unit Owner shall be responsible for all costs incurred including attorney fees.**

**MANCHESTER VILLAGE OWNERS ASSOCIATION, INC.  
2400 WEST GOOD HOPE ROAD  
GLENDALE, WI. 53209  
414-352-5054  
FAX: 414-352-7148**

**11/17/05**

**To: Unit Owners  
From: Board of Directors**

**The State of Wisconsin is requiring all Condominiums Associations to establish a Statutory Reserve Account or SRA unless a majority of owners vote not to approve an SRA.**

**Establishing an SRA is NOT an assessment, rather it is a reclassification of an existing Reserve Account.**

**The purpose of the SRA is for funding capital repairs such as roofs, furnaces, driveways, and carpeting or in our recent case sidewalks, etc.**

**The SRA does not affect an existing reserve account. An Association may have an already established reserve account as well as the SRA.**

**MVOA would designate an established reserve account as the SRA for our Association.**

**The SRA offers protection from diverting reserve funds for purposes other than capital repairs. Two-Thirds (2/3rds) votes of the owners are required to authorize the transfer of funds from the SRA to the operating account. The Association then must replace funds transferred to the operating account from the SRA within three (3) years of the withdrawal.**

**The Association may discontinue the SRA at a later date.**

**THE STATE OF WISCONSIN, OUR ATTORNEY, MARTY GREENBERG, AND  
THE BOARD STRONGLY RECOMMEND THAT THE ASSOCIATION  
SHOULD ESTABLISH A STATUTORY RESERVE ACCOUNT.**

**Therefore, the Board encourages your "YES" vote on the attached consent form.**

**Please sign and return the attached consent form to the office by January 15, 2006.**

MANCHESTER VILLAGE OWNERS ASSOCIATION, INC.  
2400 WEST GOOD HOPE ROAD  
GLENDALE, WI. 53209  
414-352-5054  
FAX: 414-352-7148

1/17/05

To: Unit Owners/Residents

Manchester Village has received requests to install individual satellite dishes on the roofs of our buildings. The Board is charged with preserving the structural and architectural integrity of its buildings. It is also obligated to limit liability and prevent damage to the property, including but not limited to parapets and roofs of the buildings.

It becomes clear that the placement of satellite dishes and other antennas throughout the complex would not only result in damage to our property but may create the devaluation of our property.

To avoid any possibility of being arbitrary, the Board solicited a legal opinion regarding satellite dishes and other antennas on the common grounds. It has been determined that Federal regulation 47 C. F. R. § 1.4000 regulates the rules and regulations that can be enacted regarding the installation, maintenance, or use of antennas, including satellite dishes. The FCC has confirmed that condominium associations may protect their common elements such as roofs, parapets, and grounds from the installation of this type of equipment.

Based on this legal opinion, the Board has approved the attached resolution prohibiting the installation of individual satellite dishes and other antennas on the common areas of the property.

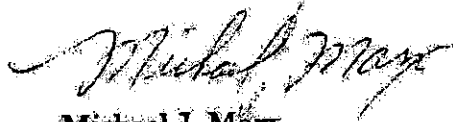
The Board will investigate the feasibility and cost of alternative means to provide this technology to those willing to accept the costs for this service.

Manchester Village will remove, at its own expense, any satellite dishes or other antennas previously installed no later than 180 days after the execution of the resolution. For those unit owners who previously complied with the regulations regarding this equipment and have active agreements with providers, Manchester Village will extend the time period for removal to the expiration date of the service agreement. Please deliver a copy of your current agreement to the office, if you have not already done so.

Enclosed is a copy of the Resolution.

Please place this very important document with the copy of your Declaration and By Laws.

Sincerely,

A handwritten signature in cursive script, appearing to read "Michael Marx".

Michael J. Marx  
President

RESOLUTIONS  
OF  
MANCHESTER VILLAGE OWNERS ASSOCIATION, INC.

The undersigned, being all of the Directors of MANCHESTER VILLAGE OWNERS ASSOCIATION, INC., (hereinafter Manchester Village), hereby consent to the following resolutions.

WHEREAS, Manchester Village has no legal obligation to allow satellite dish and other antennas in common elements that are not under the exclusive control of a unit owner, and;

WHEREAS, Manchester Village has voluntarily allowed as an accommodation the installation of satellite dish and other antennas in the parapets immediately adjacent to the roof on certain Manchester buildings subject to restrictions regarding the placement of satellite dish and other antennas, the placement of wiring, and the methods and manner of installation, and;

WHEREAS, the parapets are common elements that are not under the exclusive control of a unit owner, and;

WHEREAS, Manchester Village desires to protect the structural and architectural integrity of its buildings and to further prevent damage to the parapets and roofs of its buildings which have been damaged and could be additionally damaged by satellite dish and other antenna installations, and;

WHEREAS, Manchester Village desires to protect the common elements surrounding exclusively controlled areas by unit owners such as exterior walls from damage that could be caused from the installation of both the satellite dish and other antennas and the necessary wiring, and;

WHEREAS, Manchester Village desires to prevent any and all liability incurred from the installation of satellite dish and other antennas, and;

WHEREAS, Manchester Village desires to reduce the costs and administration incurred due to the application, installation, and maintenance of satellite dish and other antennas.

RESOLVED, that:

1. The installation of any and all satellite dish or other antenna in any common element that is not under the exclusive control of any unit owner is hereby prohibited effective the date of these resolutions.
2. All satellite dish and other antennas that have been installed shall be removed by Manchester Village at its expense no later than 180 days after the date of these resolutions.

3. The time period to remove the satellite dish or other antennas shall be extended to the expiration of the term of a service agreement if the unit owners who have executed a service agreement with their satellite programming provider prior to the adoption of this resolution deliver a copy to Manchester Village.

FURTHER RESOLVED, that Manchester Village Owner's Association is hereby authorized to take any and all other and further actions in order to facilitate the execution of the terms of this resolution.

Dated this 18<sup>TH</sup> day of January 2005.

MANCHESTER VILLAGE OWNERS ASSOCIATION, INC.

By: Michael J. May

By: James M. Smith

By: Al Simon

By: Charles H. Koffel, Jr.

By: Don Teller

By: Charles H. Koffel, Jr.

James H. Smith

**MANCHESTER VILLAGE OWNERS ASSOCIATION, INC.**

**2400 WEST GOOD HOPE ROAD**

**GLENDAL WI 53209**

**414-352-5054**

**FAX: 414-352-7148**

**email: manchestervill9515@att.net**

**04/02/15**

**To: Unit Owners/Residents**

**From: Board of Directors**

**REVISED PET RESOLUTION**

**Please keep this Resolution with the copies of your Declaration and By-Laws, Amendments, Executive Summary and other Rules and Regulations.**

**Thank you.**

RESOLUTIONS  
OF  
MANCHESTER VILLAGE OWNERS ASSOCIATION, INC.

The undersigned, being all of the Directors of MANCHESTER VILLAGE OWNERS ASSOCIATION, INC., (hereinafter Manchester Village), hereby consent to the following resolutions:

WHEREAS, Article X Section 6 of the Restatement of Declaration of Condominium of Manchester Village Condominium states that "Dogs and domestic cats shall be permitted in any of the units in building number 2230, 2240, 2250, 2450, 2460, and on the first floor only in buildings 2300 and 2350," and;

WHEREAS, despite the fact that the Declaration prohibits pets in units not delineated in the Declaration, there has been some confusion as to whether pet-sitting and visiting pets are allowed in non-pet units, and;

WHEREAS, Manchester Village desires to clarify any confusion surrounding the Declaration, and;

WHEREAS, Manchester Village desires to preserve and protect the condition of the common elements for the use and enjoyment of all unit owners, guests, and invitees, and;

WHEREAS, Manchester Village desires to protect those unit owner's interests who purchased their units with the understanding that certain units and areas would be free of pets.

RESOLVED, that:

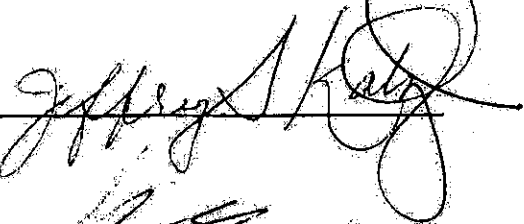
1. Pets are not allowed in any building, other than those specified in the Declaration. This means that no pets shall be allowed in any of the non-pet units for any reason including, but not limited to, visiting pets and for purposes of pet sitting.
2. Pet droppings shall be immediately picked up and disposed of properly.
3. Permitted pets allowed in the Declaration shall be leashed at all times when not in a unit owner's unit and shall be within the unit owner's control. Permitted pets shall not be left unattended on a patio or in a common area.

FURTHER RESOLVED, that Manchester Village Owner's Association is hereby authorized to use any and all remedies to enforce these Pet Rules including, but not limited to, injunctive relief and fines. The unit owner shall be responsible for all costs incurred including attorney fees.

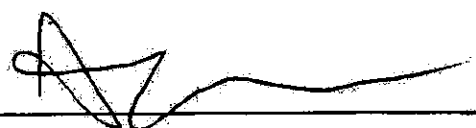
Dated this 10th day of March 2015.

MANCHESTER VILLAGE OWNERS ASSOCIATION, INC.

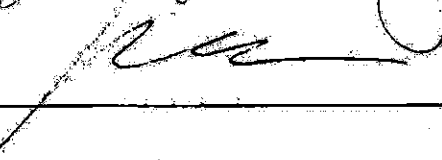
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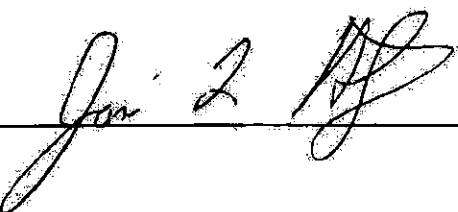
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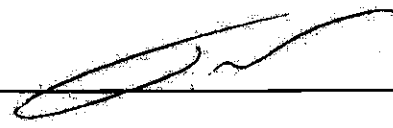
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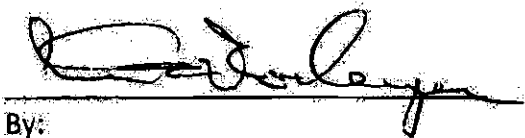
By:



By:



By:



MANCHESTER VILLAGE OWNERS ASSOCIATION, INC.  
2400 WEST GOOD HOPE ROAD  
GLENDALE, WI 53209  
414-352-5054  
FAX: 414-352-7148

9/12/2012

To: Unit Owners/Residents

From: Board of Directors

Re: Resolution of Fines

Please keep this important Resolution dated 8/29/2012 with copies of your Declaration and By-Laws, Amendments, Executive Summary, and other Rules and Regulations.

Thank you.

**RESOLUTION**  
**of**  
**MANCHESTER VILLAGE OWNERS ASSOCIATION, INC.**

The undersigned, being all of the Directors of MANCHESTER VILLAGE OWNERS ASSOCIATION, INC., (hereinafter Manchester Village), hereby consent to the following resolutions:

WHEREAS, Section 3 of Bylaws, Powers and Duties, indicate that the Board has the power and duty to make and enforce, including enforcement through the establishment of a system of fines, rules and regulations and amendments thereto from time to time regarding the operation, use and occupancy of the condominium property; and

WHEREAS, Manchester Village has experienced difficulty with Unit Owners in the initial and continued violation of the Declaration, Bylaws, and Rules and Regulations thereunder; and

WHEREAS, Manchester Village believes that a system of fines pursuant to Section 3 of the Bylaws will help alleviate the violation of Manchester Declaration, Bylaws, Rules and Regulations.

**RESOLVE THAT:**

1. The violation by any owner, occupant, tenant or guest of the provisions of the condominium documents (Declaration, Bylaws, Rules and Regulations) of Manchester Village shall be grounds for assessment by Manchester Village, acting through its duly constituted Board of Directors, of monetary fines against the involved unit owner. Such unit owner shall be deemed responsible for such violations, whether they occur as a result of his or her personal actions or the actions of his or her family, guest, tenants or other persons admitted through such owners to the condominium premises. In the event of such violation, Manchester Village shall give notice of the violation, including the Condominium document provision violated, together with a description of the factual nature of the alleged offense set forth in such reasonable specificity as will place the Unit Owner on notice as to the violations, which notice shall be sent by first class mail, postage prepaid, fax, or personal delivery at the unit's address. After the mailing, faxing or personal delivery of the afore-referenced notice, the Unit Owner shall have seven (7) days to cure such violation and come into compliance with the provision as violated in the Condominium documents.

In the event the Unit Owner has not cured the violation within the seven (7) day period as afore-referenced, time being deemed of the essence, Manchester Village shall have the right to fine the offending Unit Owner. The following fines shall apply:

\$25 for failing to cure violation within the seven (7) day cure period.  
\$50 for each week thereafter that the violation is not cured.

In the event a unit owner receives notice of a violation and cures the violation within the seven (7) day period to cure, and thereafter if cited for the same or similar violation, on each occasion cited for the same or similar violation, the unit owner shall be fined \$25 regardless as to whether or not the violation is cured, and if not cured within seven (7) days of being cited, \$50 for each week thereafter that the violation is not cured.

The Board of Directors may make such changes in said fines or adopt alternative fines, including the indexing of such fines to the rate of inflation. Nothing in this rule shall be construed as to prevent Manchester Village from pursuing any other remedy under the Condominium Documents or the Wisconsin Condominium Act for such violations, or from combining a fine with any other remedy or requirement to redress any violations.

The fines levied pursuant to the above-stated rules and regulations shall be assessed against the Unit Owner and shall be due and payable together with the regular monthly installment of the Annual Assessment next becoming due on the first day of the following month. Failure to pay the fine will subject the Unit Owner to all liabilities set forth in the Condominium Documents and remedies set forth in Wisconsin Statutes, Section 703.24.

All unpaid amounts shall further constitute a lien on the owner's Unit, enforceable as set forth in the Condominium Documents and the Wisconsin Condominium Act.

Dated this 29<sup>TH</sup> day of AUGUST, 2012

MANCHESTER VILLAGE OWNERS ASSOCIATION, INC.

Michael May  
By:

Mary Jane Eakin  
By:

Linda Ramey  
By:

[Signature]  
By:

[Signature]  
By:

Aaron A. Astum  
By: [Signature]

MANCHESTER VILLAGE OWNERS ASSOCIATION, INC.  
2400 WEST GOOD HOPE ROAD  
GLENDALE, WI. 53209  
414-352-5054  
FAX: 414-352-7148

June 12, 2015

To: Unit Owners/Residents

From: Board of Directors

Re: Hardwood Floor Resolution

Please replace this Hardwood Floor Resolution with the previous Hardwood Floor Resolution. The date on the first page of the resolution, fourth paragraph, was corrected.

Keep this Resolution with your Decs & By-Laws, Amendments, Executive Summary, Resolutions, Rules and Regulations.

Thank you.

RESOLUTION  
OF  
MANCHESTER VILLAGE OWNERS ASSOCIATION, INC.

The undersigned, being all of the Directors of MANCHESTER VILLAGE OWNERS ASSOCIATION, INC., (hereinafter Manchester Village), Hereby consent to the following resolution:

WHEREAS, Manchester Village Owners Association, Inc. (Manchester Village) has the power pursuant to Article V, Section 3, of its Bylaws to make and enforce rules and regulations from time to time regarding the operation, use and occupancy of the Condominium property;

WHEREAS, Wisconsin Statute ' 703.13(5a) indicates that a Unit Owner may make any Improvements or alterations within his or her unit that do not create a nuisance substantially affecting the use and enjoyment of other units or the common elements;

WHEREAS, on May 14, 2015, the Board resolved that any new installation by Unit Owner for such flooring on any floor of Units, in all areas of the Unit except the kitchen, bathroom and foyer areas, shall have special soundproof or noise control padding underneath the subject flooring. Any Unit owner who replaces existing flooring shall be subject to this Rule. Any Unit Owner that seeks to install such flooring shall first notify in writing the Condominium Management. Condominium Management shall receive certification from the floor installer that the Unit Owner has installed special soundproof or noise control padding underneath the flooring. Failure to tender the certification from the floor installer to Condominium Management and/or to install the noise soundproofing materials as herein specified shall result in Manchester Village having the right to require the Unit Owner to remove said flooring in compliance with the terms of this Rule.

WHEREAS, the installation and use of such flooring has interfered with the quiet use and enjoyment of condominiums by other Unit Owners;

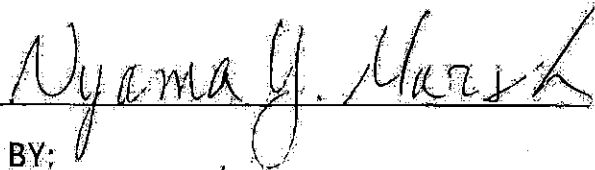
WHEREAS, the Board of Directors now feels that installation of Hardwood, Laminate or engineered wood flooring will be allowable under these specific guidelines to unit owners upon approval of said materials.

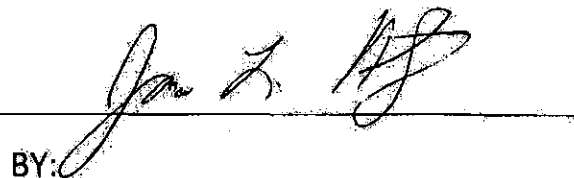
The Hardwood flooring request will only be approved for floors a MINIMUM of 12.7 MM in thickness or ½ inch with the sound proofing pad already glued to each individual board. Installers must also use a minimum 6 MM plastic as a moisture barrier beneath said flooring. There will be samples available in the office to view to help with specific questions before making requests.

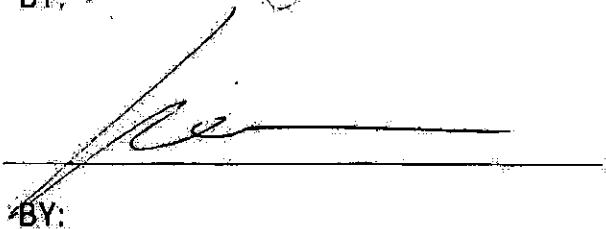
Now, THEREFORE, be it resolved from this date forward that the installation of Hardwood, Laminate, or engineered wood floors that meet the approval requirements of the Board of Directors will be allowed.

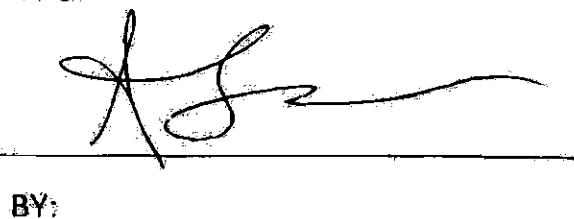
Dated this 14<sup>th</sup> day of May, 2015.

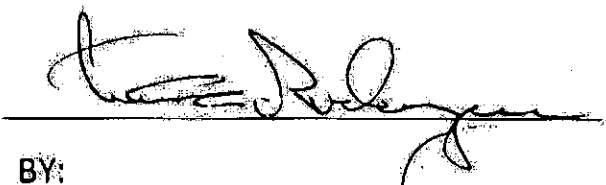
MANCHESTER VILLAGE OWNERS ASSOCIATION, INC.

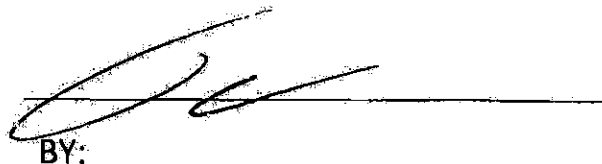
  
BY:

  
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BY:

**MANCHESTER VILLAGE OWNERS ASSOCIATION, INC.**  
**2400 WEST GOOD HOPE ROAD**  
**GLENDALE WI 53209**  
**414-352-5054**  
**FAX: 414-352-7148**

**October 10, 2013**

**To: Unit Owners/Residents**  
**From: Board of Directors**

**Re: Resolution prohibiting installation of washing machines & dryers in  
individual units in elevator buildings**

**Please keep this Resolution with your Decs & By-Laws, Amendments, Executive  
Summary, Resolutions, Rules and Regulations.**

**Thank you.**

**RESOLUTION  
of  
MANCHESTER VILLAGE OWNERS ASSOCIATION, INC.**

The undersigned, being all of the Directors of MANCHESTER VILLAGE OWNERS ASSOCIATION, INC., (hereinafter Manchester Village), hereby consent to the following resolution:

WHEREAS, Manchester Village Owners Association, Inc. (Manchester Village) has the power pursuant to Article V, Section 3, of its Bylaws to make and enforce rules and regulations from time to time regarding the operation, use and occupancy of the Condominium property;

WHEREAS, Wisconsin Statute 703.13(5a) indicates that a Unit Owner may make any improvements or alterations within his or her unit that do not create a nuisance substantially affecting the use and enjoyment of other units or the common elements;

WHEREAS, it has been reported that a Unit Owner has attempted to install a washing machine inside her unit in an elevator building;

WHEREAS, Manchester Village provides as a limited common element, convenient laundry facilities in each elevator building, which include washers and dryers;

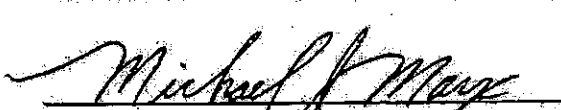
WHEREAS, the Board of Directors has been advised that the installation of a washing machine in a unit has the possibility of causing pipes to clog and may cause future backups of our drainage to other units within the building, and the installation of a washing machine in a unit has the possibility of obstructing and/or denying the use of common elements to other Unit Owners, and that the individual units are not equipped for a washer/dryer hookup; and

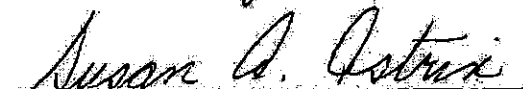
WHEREAS, the Board of Directors seeks to impose a Rule affecting any future installation of washing machines and/or dryers in a Unit in an elevator building.

NOW, THEREFORE, be it resolved, that washing machines and dryers may not be installed in an individual unit in elevator buildings. In the event that Manchester Village determines that a Unit Owner has installed a washing machine or dryer, Manchester Village has the right to immediately request its withdrawal, and the Unit Owner shall be responsible and indemnify Manchester Village for any and all costs and legal fees incurred as a result of such removal or damages caused as result of such installation.

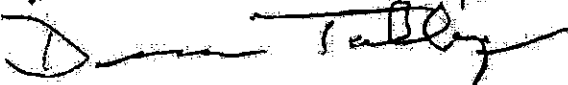
Dated this 25th day of September, 2013.

MANCHESTER VILLAGE OWNERS ASSOCIATION, INC.

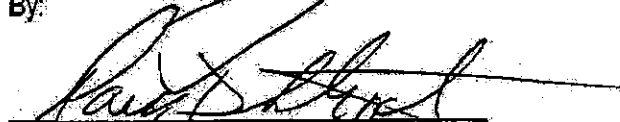
  
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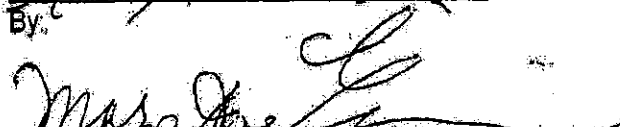
  
By: \_\_\_\_\_

  
By: \_\_\_\_\_

  
By: \_\_\_\_\_

  
By: \_\_\_\_\_

  
By: \_\_\_\_\_

  
By: \_\_\_\_\_

**MANCHESTER VILLAGE OWNERS ASSOCIATION, INC.**  
**2400 WEST GOOD HOPE ROAD**  
**GLENDAL WI 53209**  
**414-352-5054**  
**FAX: 414-352-7148**

**October 21, 2013**

**To: Unit Owners/Residents**

**From: Board of Directors**

**Re: Domicile Address Resolution**

**Please keep this Resolution with your Decs & By-Laws, Amendments, Executive Summary, Resolutions, Rules and Regulations.**

**Thank you.**

**RESOLUTION  
of  
MANCHESTER VILLAGE OWNERS ASSOCIATION, INC.**

The undersigned, being all of the Directors of MANCHESTER VILLAGE OWNERS ASSOCIATION, INC., (hereinafter Manchester Village), hereby consent to the following resolutions:

WHEREAS, Manchester Village has the power pursuant to Article V, Section 3, of its Bylaws to make and enforce rules and regulations from time to time regarding the operation, use and occupancy of the Condominium property;

WHEREAS, Article VI, Section 1, Roster of Unit Owners, of the By-laws requires the Association to maintain a current roster of names and addresses of every Unit Owner upon which notice of meetings of the Association shall be served, and that the Unit Owner shall furnish the Association with his or her name and current mailing address;

WHEREAS, Wisconsin Statute §703.15(4) also requires every Unit Owner to furnish the Association with his or her name and current mailing address;

WHEREAS, Manchester has Owners that have title to their condominium unit but do not physically live in the condominium unit, and the unit is occupied by one or more persons qualified under the Declaration Occupancy Amendment;

WHEREAS, in some instances Owners will give Manchester Village the condominium address, which is the current mailing address, but not their domicile address or where they permanently and physically reside;

WHEREAS, the Condominium Association has run into difficulties in communicating with Owners where the unit occupant has violated the Condominium Declaration, By-laws, and Rules and Regulations promulgated thereunder;

WHEREAS, Manchester Village has an obligation to strictly enforce its Condominium Declaration, By-laws, and Rules and Regulations promulgated thereunder;

WHEREAS, it is impossible to enforce said Condominium documents without having the correct address of the Owner and the Occupant wherein they are domiciled and physically reside;

WHEREAS, it is in the best interest of Manchester Village with respect to its ability to operate the Condominium property by having the actual address and domicile of the true and lawful Owner of the Unit;

WHEREAS, under Article X of the Declaration, Manchester Village has the power to act as a Power of Attorney for the lawful Unit Owner with respect to taking legal proceedings in the event the Unit Owner does not against parties who occupy the unit and who violate the Condominium Documents;

WHEREAS, it is imperative that the Manchester Village have the ability to communicate with the true and lawful Unit Owner at their true and correct address where they are domiciled and physically live.

NOW, THEREFORE, be it resolved that in addition to the By-law and State statute provision requiring that every Unit Owner has the obligation to furnish their name and current mailing address, every Unit Owner who is in title to a unit shall have the obligation, in addition to furnishing their address where they can be reached for service of process, i.e. their principal and permanent place of residency and/or their domicile. Failure to provide such information shall be a basis to fine the Owner under the Manchester Village power to enforce these documents.

Dated this 21<sup>st</sup> day of OCTOBER, 2013.

MANCHESTER VILLAGE OWNERS ASSOCIATION, INC.

By: Michael Marx

By: Ray D. Shacht

By: Mary Jane Cich

By: [Signature]

By: Charles [Signature]

By: Susan A. Astur

[Signature]

Martin J. Greenberg

Brad L. F. Hoeschen

Navdeep Singh

Jill Draeger

Jordana Thomadsen



GREENBERG & HOESCHEN

3127 West Wisconsin Avenue  
Milwaukee, WI 53208  
Phone: 414-271-4849  
Fax: 414-271-1884

## MEMORANDUM

TO: Manchester Village Board of Directors  
FROM: Martin J. Greenberg  
DATE: June 18, 2007  
RE: Patio Extensions—Stepping Stones—Legal Opinion

You have requested a legal opinion as to the legality of certain stepping stones placed by Unit Owners in the Common Element outside of their patio area, which is denominated as a Limited Common Element.

The area in question is not the area described in Article V (Description of Unit - Limited Common Elements) (1) the outside patio, but is more particularly described in Article III (Description of General Common Elements - the landscape areas and facilities). Article VIII, Section 5 specifically states "An owner shall not paint or alter the appearance of the common elements."

Article X (Restriction of the Use and Transfer) Section 7, indicates "No owner shall cause or permit the Common Elements, except the Unit - 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." Article X, Section 8 indicates "No unit owners, within their unit or anywhere on the Condominium shall store, collect, permit or use materials or products which will increase the rate of insurance."

Finally, Article VIII of the By-Laws (Obligations of the Unit Owners), Section 2 (Use of Common Areas and Facilities), indicates that "No unit owner shall place or cause to be placed any objects of any kind in the Common Elements, except in the unit - Limited Common Elements appurtenant to his/her unit, unless otherwise prohibited by the Declarations, these By-Laws or any other rules and regulations of the Association.

Wisconsin Statute §703.06, Alterations Prohibited, indicates that "Except as otherwise provided in this chapter, no unit owner may make any alteration that would jeopardize the soundness or safety of the property, reduce the value thereof, impair any easement or hereditament, or change the exterior appearance of a unit or any other portion of the condominium not part of the unit." Wisconsin Statute §703.14, Use of common elements, indicates that "...the common elements are subject to mutual rights of support, access, use

and enjoyment by all unit owners."

It is clear from a combination of these sections that stepping stones placed in Common Elements by unit owners is prohibited by the condominium documents.

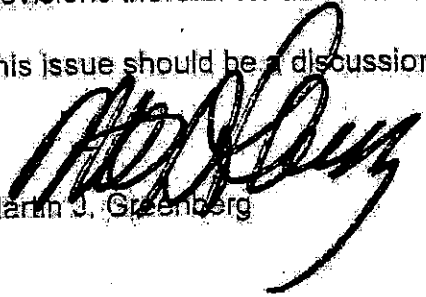
With respect to the issue of stepping stones, it appears that the Condominium Association for some years has not strictly enforced these Declaration, By-Law and statutory provisions as it relates to the placing of stepping stones in the Common Elements.

There is danger in Condominium Associations not strictly enforcing Declarations and By-Laws. Provisions that are not strictly enforced, under the legal concept of selective enforcement, may be waived or the Board estopped from enforcement against future violations, which opens the Board to legal exposure from unit owners who bought in on strict enforcement.

I also have grave concerns with respect to insurance issues. There is a reason why no objects are to be placed in the Common Elements - it increases the rate of insurance and could ultimately affect not only the rates but the possibility of cancellation of our insurance policy. If some form of continued use of the stepping stones is ultimately agreed upon, either the Association must resolve itself to personal injury exposure or we must have some hold harmless and indemnification from unit owners who have placed the objects in the Common Elements, taking full responsibility for any injuries that might occur to themselves and/or other unit owners or invitees as a result of such placement, holding the Association harmless.

What options are currently available? It is the undersigned's strong recommendation that the Association remove all stepping stones from the Common Element, bring those areas into compliance with the Declaration, By-Law and state statutes, and strictly enforce the provisions therefor for all of the reasons as hereinbefore stated.

This issue should be a discussion of your Board as it has important legal implications.



Martin J. Greenberg

**MANCHESTER VILLAGE OWNERS ASSOCIATION, INC.  
2400 WEST GOOD HOPE ROAD  
GLENDALE, WI. 53209  
414-352-5054**

**06/28/07**

**To: Unit Owners/Residents  
From: Board of Directors**

**RE: Patio Extensions/ Stepping Stones**

**Several unit owners have added patio extensions-stepping stones that encroach on common areas.**

**The Association has obtained a legal opinion from Atty. Martin Greenberg regarding the legality of these patio extensions-stepping stones. (Please see legal opinion attached).**

**Our insurance agent, Craig Lemke, from Republic Associates of Wisconsin, Inc. has issued an opinion as to how these patio extensions-stepping stones may affect the Association's insurance policy. (Please see attached).**

**The Board of Directors upon the recommendations of both Atty. Martin Greenberg and our insurance agent, Craig Lemke, are requesting that all unit owners with patio extensions-stepping stones remove them from the common areas.**

**Please keep this legal opinion with your Declaration and By-Laws, Executive Summary, and other rules and regulations.**

**Thank you.**

**REPUBLIC**

1109 N. Mayfair Rd., Suite 110

Wauwatosa, WI 53226

**ASSOCIATES OF WISCONSIN, INC.**

Phone: (414) 258-0555

1 (800) 776-3635

Fax: (414) 258-0260

## MEMORANDUM

**TO:** Manchester Village Board of Directors  
2400 W. Good Hope Road  
Glendale, WI 53209

**FROM:** Craig Lemke  
Republic Associates of WI, Inc.

**DATE:** June 22, 2007

**RE:** Potential Liability Hazards

I understand some unit owners have placed stepping stones or have created path extensions in common areas contrary to the bylaws of the association. As the insurance agent for the condo association I have to recommend against this practice. It is unwise for the association to allow any alterations to common areas other than those done by the association. To do otherwise has the potential to create a liability exposure for the association based on the action of an individual unit owner. Even with a small likelihood of incident, it is a risk not worth taking by the association.

Insurance companies expect claims. They also expect their insured's to do all within their power prevent claims by maintaining safe conditions. If there were a claim and the insurance company learned that it resulted from the association allowing activity contrary to the bylaws, it would put the management of the association in a negative light. They would rightfully feel that the claim could have been prevented by simple enforcement of the by laws. This could lead to increased premiums or even cancellation of insurance.

It is my suggestion that common areas are brought into compliance with the bylaws and that they are maintained that way.

Sincerely,

  
Craig Lemke

Craig Lemke  
President

Gerald P. Scott  
Associate

Paul Polaski  
Associate

Herb Edlund  
Associate

Peter J. West  
WMBD Insurance

Robert A. Dempsey  
Associate

Ralph L. McCarthy Sr.  
McCarthy Financial Services

Bob Maynard  
Associate

**MANCHESTER VILLAGE OWNERS ASSOCIATION, INC.**  
**2400 WEST GOOD HOPE ROAD**  
**GLENDALE WI 53209**  
**414-352-5054**  
**FAX: 414-352-7148**

**01-03-11**

**To: Unit Owners/Residents**  
**From: Board of Directors**

**Re: Legal Opinion of Strict Enforcement of Declaration, By-Laws,**  
**Amendments, Rules and Regulations.**

**Please keep this Document with copies of your Declaration and By-**  
**Laws, Amendments, Executive Summary and other Rules and**  
**Regulations.**

**Thank you.**

*Law Office of*  
**MARTIN J. GREENBERG, LLC**

3127 West Wisconsin Avenue  
Milwaukee, WI 53208  
414-271-4848 phone  
414-271-1884 fax

Martin J. Greenberg

Jill Draeger

**MEMORANDUM**

DATE: December 15, 2010

TO: Michael Marx

FROM: Martin J. Greenberg

RE: Legal Opinion

Michael:

Here is the proposed legal opinion, with attachments, that we should send to the Board.  
Please make one final review.

*Law Office of*  
**MARTIN J. GREENBERG, LLC**

3127 West Wisconsin Avenue  
Milwaukee, WI 53208  
414-271-4849 phone  
414-271-1884 fax

Martin J. Greenberg

Jill Draeger

**MEMORANDUM**

DATE: December 15, 2010

TO: Manchester Village

FROM: Martin J. Greenberg

Manchester Village Owner's Association, Inc. was created as a condominium association to provide for the administration, maintenance, preservation, and control of the condominium commonly known as Manchester Village. According to the Declaration, "The Condominium shall be operated by a non-profit corporation known as Manchester Village Owner's Association, Inc., referred to as the Association, organized under Chapter 181 of the Wisconsin Statutes. The affairs of the Association shall be managed by a board of directors consisting of seven (7) persons.

Article II (Application, Membership and Initial Organization) of the By-laws clearly indicates that the By-laws, together with the Declaration of Condominium, all amendments to the forgoing, all rules and regulations passed by the Association and Chapter 703 of the Wisconsin Statutes, shall apply to the governance and control of the condominium property.

Article V, Section 3 (Duties) of the By-laws gives the Board of Directors all powers and duties necessary for the administration of the Condominium property.

Any unit owner of Manchester Village upon accepting the deed to their unit agrees to abide by all rules and regulations of Manchester Village Condominium pursuant to the Restatement of Declaration of Condominium of Manchester Village Condominium and By-laws of Manchester Village Owner's Association, Inc. The Board, in turn, is responsible for assuring strict compliance with such documents by all unit owners.

Article III of the Declaration (Description of General Common Elements) states that all areas that are not specifically defined as part of the Unit or limited Common Elements are Common Elements. The maintenance, management and care of the Common Elements, and in some instances the limited Common Elements, are imposed by the Declaration upon the Association.

December 15, 2010

Page 2

There are specific prohibitions in our documents as to what a unit owner can do. Article VIII (Maintenance, Alteration and Improvement of Condominium), Section 5, indicates the unit owner shall not paint or alter the appearance of the Common Elements. Likewise, Section 10 of the same Article indicates that "The Association shall not make or permit any alteration to the exterior of any buildings or make any substantial alterations of a structural nature to the Common Elements without vote or written consent of two-thirds (2/3) of all unit owners present, by proxy or petition."

Article VIII, Section 1(d) of the Declaration indicates that a unit owner shall repair, replace/or incur the cost associated with any portion of the Common Elements damaged by the owner or owner's family, guests, invitees, or any occupants of the unit.

Article VIII (Obligation of the Unit Owners) of the By-laws, indicates that every Unit Owner must perform promptly all maintenance and repair work within his own unit and with or on the Unit - Limited Common Elements appurtenant to his/her unit.

Article VIII, Section 2 (Use of Common Areas and Facilities) indicates that no Unit Owner shall place or cause to be placed any objects of any kind in the Common Elements.

Wisconsin Statute §703.06 (Alterations Prohibited) indicates that no Unit Owner may make any alteration that would jeopardize the soundness or safety of the property, reduce the value thereof, impair any easement or hereditament, or change the exterior appearance of any unit or any portion of the Condominium not part of the unit.

Wisconsin Statute §703.13 (Percentage Interests), paragraph 5, Section 5 (Alterations within Units) indicates that a unit owner may make improvements or alterations within his or her unit that do not impair the structural integrity or lessen the support of any portion of the condominium and that it would not create a nuisance substantially affecting the use and enjoyment of other units or the common elements. A unit owner may not change the exterior appearance of the unit or of any other portion of the condominium without the permission of the Board of Directors of the Association.

I am also attaching Article VIII of the Declaration that deals with unit owners' responsibility as to maintenance, alteration and improvement of the Condominium, as well as Article VIII of the Bylaws, Obligation of Unit Owners with respect to the same topic.

You should also be aware that Wisconsin does have a statutory procedure outlined in Wisconsin Statute §703.13(5)(m) entitled "Improvements to Limited Common Elements," that states that "If permitted by condominium instruments and subject to the rights of other condominium unit owners and to any restrictions or limitations specified in the condominium instruments, a unit owner may improve or make changes to the limited common elements appurtenant exclusively to that owner's unit if all of the statutory conditions as set forth in §703.13(5)(m) are met." I have attached for your edification a copy of the subject statute.

December 15, 2010  
Page 3

We have encountered over the past several years attempts by unit owners to violate these specific statutory, Declaration, and By-law provisions. This would include, but not be limited to, trimming or removing bushes, creating pathways, or shoveling areas that are common element for purposes of ingress or egress to the unit, and placing lighting on the exterior walls of the condominium property, to name a few.

Several years ago we had asked all unit owners to remove stepping stones which were violations of the documents with respect to encroachment upon the common elements. We are currently involved in a lawsuit involving whether a unit owner has the right to cut or trim or remove bushes.

These issues have become serious issues for Manchester Village Condominium and can involve legal enforcement by the Association if violated. We would ask you all to review these rules and make certain that you are in strict compliance with them.

**MANCHESTER VILLAGE OWNERS ASSOCIATION, INC.**  
**2400 WEST GOOD HOPE ROAD**  
**GLENDALE, WI 53209**  
**414-352-5054**  
**FAX: 414-352-7148**

**05/19/11**

**To: All Unit Owners/Residents**

**Re: Invading or Damaging the Common Areas and Mr. Lemke's Letter**

In the last several years, Manchester Village has experienced a rash of problems with unit owners relative to invading, altering, and utilizing the Common Elements, in violation of our Declaration, By-Laws, and Wisconsin Statutes. These violations have included, but are not limited to, the placing of stepping stones in common areas, the trimming and removal of bushes, shoveling snow in order to create pathways, creating new means of ingress and egress into the Common Elements, and putting lighting on the Common Elements.

Article VIII, Section 5 of the Declaration states that a unit owner shall not paint or alter the appearance of the Common Elements. Article VIII, Section 2 of the By-Laws, indicates that no unit owner shall place or cause to be placed any objects of any kind in the Common Elements. Wisconsin Statute 703.06 further indicates that a unit owner may not alter the appearance of the exterior of a unit or any portion of the Common Elements.

The Declaration and By-Laws provide for reimbursement to the Association for such violations, including Article VIII, Section 3 of the Declaration states that every unit owner shall immediately reimburse the Association for any expenditure incurred in repairing or replacing any part of the Common Elements in any manner damaged by such unit owner. Article VIII, Section 1 of the By-Laws further indicates that every unit owner within seven (7) days of receiving a bill by the Association shall reimburse the Association for any expenditures incurred in repairing or replacing any part of the Common Elements in any manner damaged by such unit owner, and family member, tenant, or guest, invitee, employee or occupant of a unit.

Finally, paragraph 2 of the Second Amendment to Restatement of Declaration of Condominium of Manchester Village Condominium indicates that a unit owner is responsible for paying legal fees in the event Manchester Village Owner's Association, Inc. is required to enforce the Declaration, By-Laws, Rules and any Regulations. Manchester Village Owner's Association, Inc. is duly empowered by the Declaration to manage the affairs of the Association and shall ensure that unit

owners strictly comply with the Declaration, By-Laws, and Rules and Regulations of the Condominium Association.

What is more disconcerting is the fact that by engaging in such activities we jeopardize our liability insurance coverage. In a memorandum received May 7, 2011 from Craig Lemke of Republic Associates of Wisconsin, Inc., he states as follows:

I understand some unit owners have shoveled pathways in the snow in common areas where no sidewalks exist contrary to the By-Laws of the Association. As the insurance agent for the Condo Association I have to recommend against this practice. It is unwise for the Association to allow any alterations to common areas other than those done by the Association. To do otherwise has the potential to create a liability exposure for the Association based on the action of an individual unit owner. Even with a small likelihood of incident, it is a risk not worth taking by the Association.

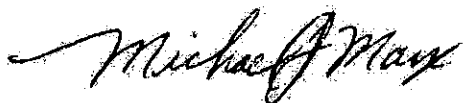
Insurance companies expect claims. They also expect their insured's to do all within their power to prevent claims by maintaining safe conditions. If there were a claim and the insurance company learned that it resulted from the Association allowing activity contrary to the By-Laws, it would put the management of the Association in a negative light. They would rightfully feel that the claim could have been prevented by simple enforcement of the By-Laws. This could lead to increased premiums or even cancellation of insurance.

It is my suggestion that common areas are brought into compliance with the By-Laws and that they are maintained that way.

We as a Board take the violations of our Declaration seriously, especially when they involve the potential loss of our insurance or of an increased premium.

In addition, to a strict requirement of enforcing our documents, the Board is interested in maintaining the best insurance possible at the best possible rates. Violators of the Condominium documents jeopardize our insurance as well as the well-being of all unit owners.

Sincerely,



Michael Marx  
President

AUG 30 2011

*Law Office of*  
**MARTIN J. GREENBERG, LLC**

3127 West Wisconsin Avenue  
Milwaukee, WI 53208  
414-271-4849 phone  
414-271-1884 fax

Martin J. Greenberg

Jill Draeger

August 10, 2011

Michael Marx  
Manchester Village Owners Association  
2400 W. Good Hope Road  
Glendale, WI 53209

Dear Michael:

On August 3, 2011, I had the opportunity to visit with you and Wayne Ruh with respect to various issues as it relates to the management of Manchester Village Owners Association, Inc. As part of our meeting, we engaged in a walk-about of the premises and I noticed many violations of objects or alterations to the common area rule, including stepping stones, planters, and lights, to name a few.

In June of 2007 I rendered a legal opinion relative to Patio Extensions - Stepping Stones and the various violations of the condominium documents as well as state statutes that the placement of those stepping stones in the common elements constituted. I am attaching for your review a copy of that legal opinion.

At a recent mediation hearing involving one of the lawsuits brought by Manchester Village against a unit owner, the defending unit owner claimed there were numerous violations of common element alterations and non-enforcement by the Board. Although this is not true and you have done an excellent job in enforcing your condominium documents, we do have occasional violations and we need to take action against those violators to strictly enforce our documents.

As a result thereof, I would ask that you order your staff to take an inventory of outside common area encroachments/alterations. Violators should be sent a copy of this memorandum along with the previous legal opinion, and we should thereafter be asking for removal of the encroachment/alterations within five (5) days of notice of the same or the Condominium Association will need to remove the subject encroachments/alterations using self-help.

It is also my understanding that a memo was sent to all unit owners in May of 2011, a copy of which is attached, once again addressing problems with unit owners invading, altering, and using the common elements in violation of our Declaration, By-Laws and Wisconsin Statutes. More importantly, the subject letter to unit owners contained a passage from a May 7, 2011 memorandum from Craig Lemke of Republic Associates of Wisconsin, Inc. regarding potential liability hazards for which he stated:

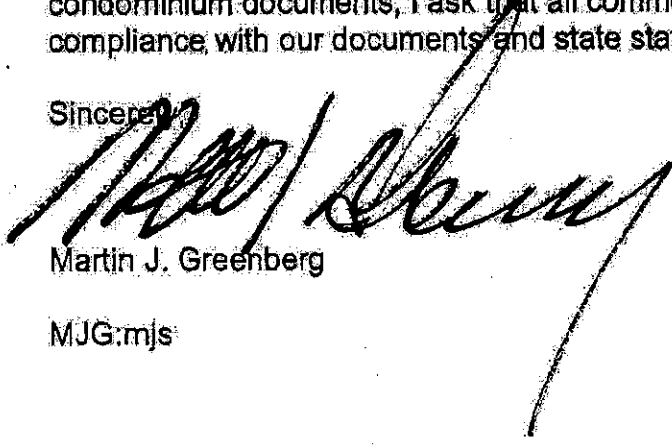
I understand some unit owners have shoveled pathways in the snow in common areas where no sidewalks exist contrary to the bylaws of the association. As the insurance agent for the condo association I have to recommend against this practice. It is unwise for the association to allow any alterations to common areas other than those done by the association. To do otherwise has the potential to create a liability exposure for the association based on the action of an individual unit owner. Even with a small likelihood of incident, it is a risk not worth taking by the association.

Insurance companies expect claims. They also expect their insured's to do all within their power to prevent claims by maintaining safe conditions. If there were a claim and the insurance company learned that it resulted from the association allowing activity contrary to the bylaws, it would put the management of the association in a negative light. They would rightfully feel that the claim could have been prevented by simple enforcement of the bylaws. This could lead to increased premiums or even cancellation of insurance.

It is my suggestion that common areas are brought into compliance with the bylaws and that they are maintained that way.

With the potential loss of our insurance, with the potential for creating defenses to claims, and with the potential for a claim of not strictly enforcing our condominium documents, I ask that all common areas be brought into compliance with our documents and state statutes immediately.

Sincerely,



Martin J. Greenberg

MJG:mjs

**MANCHESTER VILLAGE OWNERS ASSOCIATION, INC.  
2400 WEST GOOD HOPE ROAD  
GLENDALE, WI 53209  
414-352-5054**

**06/23/08**

**To: Unit Owners/Residents  
From: Board of Directors**

**Re: Damage to the interior of units**

**Please find attached legal opinion from Attorney Martin Greenberg as to the responsibility of Manchester Village Owners Association, Inc. regarding damage to the interior of units.**

**Please keep this document with your Decs & By-Laws, Executive Summary, Amendments, Rules and Regulations, and other MVOA documents.**

**Thank you.**

Martin J. Greenberg  
Brad L.F. Hoeschen  
Nep Singh  
Jill Draeger  
Jordana Thomadsen



3127 West Wisconsin Avenue  
Milwaukee, WI 53208  
414-271-4849  
(fax) 414-271-1884  
greenberglaw@greenberg-hoeschen.com

**GREENBERG & HOESCHEN, LLC**  
A Limited Liability Company  
Attorneys at Law

June 16, 2008

Manchester Village Board of Directors  
and all Unit Owners  
2400 West Good Hope Road  
Glendale, WI 53209

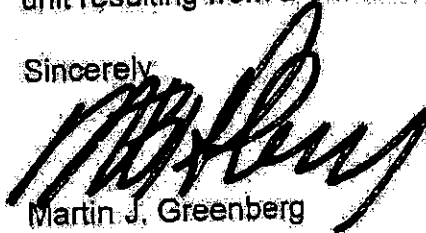
Ladies and Gentlemen:

I have been asked to give a legal opinion as to the responsibility of Manchester Village Owners' Association, Inc. (the "MVOA") regarding damage to the interior of units from any cause, including, but not limited: roof or water leaks, pipe leaks, floods, fire, mold, rodents, or insects.

Please find attached the subject opinion. In light of this opinion, it is important for each and every Unit Owner to check with their insurance carrier to make sure that their owner's policy covers damages caused by Common Elements outside of the Unit.

In addition, MVOA might further consider amending the Declaration and Bylaws to specifically state the MVOA has no responsibility for damage caused by or from a Common Element to a condominium unit and that all maintenance and repairs of the unit resulting from a Common Element are the responsibility of the Unit Owner.

Sincerely,



Martin J. Greenberg

MJG:mjs



GREENBERG & HOESCHEN

3127 West Wisconsin Avenue  
Milwaukee, WI 53208  
Phone: 414-271-4849  
Fax: 414-271-1884

Martin J. Greenberg

Brad L. F. Hoeschen

Navdeep Singh

Jill Draeger

Jordana Thomadsen

June 16, 2008

Manchester Village Board of Directors  
2400 West Good Hope Road  
Glendale, WI 53209

You have requested a legal opinion as to the responsibility of Manchester Village Owner's Association, Inc. (the "MVOA") regarding damage to the interior of units from any cause, including, but not limited to: roof or water leaks, pipe leaks, floods, fire, mold, rodents, or insects.

The MVOA is responsible for the repair of the Common Elements and Building-Limited Common Elements pursuant to the Restatement of Declaration of Condominium of Manchester Village Condominium ("Declaration"). Article IV of the Declaration (Description of Building - Limited Common Elements) states that the Building - Limited Common Elements includes the roofs. There is therefore no question that the MVOA is responsible for any roof repair, which would presumably be the cause of mold or water damage to a unit. However, the Declaration does not state that the MVOA is responsible for repairs to a unit that are caused by a common element.

Article I, Section 1 of the Declaration defines a "Unit" as:

[T]he space or area and portions of a building contained within the boundaries of each of the two hundred seventy-two (272) units located in five (5) multi-family buildings... the boundaries of each unit being 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 such unit.
- (b) The horizontal boundaries shall be: (i) lower boundary - the plane or planes of the upper surface of the base floors, (ii) upper boundary - the plane or planes of the interior undecorated ceilings.
- (c) All window, window frames and doors, including all glass in windows and doors, shall be considered a part of the unit.

From the definition, the unit includes all drywall and interior ceilings that could contain mold, water damage, or water stains. The unit owners are responsible for the repair and maintenance of their units. Article VIII of the Declaration (Maintenance, Alteration and Improvement of Condominium), Section (1)(a) states "Each unit owner shall maintain in good condition, repair and replace all components or installations within or appurtenant to the unit including but not limited to ... interior walls..." Article VIII, Section 1 of the By-Laws of Manchester Village Owners Association, Inc. ("By-Laws") similarly states "Every unit owner must perform promptly all maintenance and repair work within his own unit..." Neither the Declaration nor the By-Laws limit or restrict the unit owner responsibility to exclude repairs or maintenance for any damage caused by a common element, such as a water leak from outside.

Unit owners would be responsible for any damage to personal property or contents in the unit as a result of the afore-mentioned, as well as any damage that might be caused to those individual storage lockers, including contents, in the elevator and townhouse buildings.

Wisconsin law regarding condominiums is contained in Chapter 703 of the Wisconsin Statutes. Wisconsin does not have a statute that requires a condominium association to pay for testing or repairs to a condominium unit for damage caused by a common element. Likewise, Wisconsin courts have not decided a case that imposed this responsibility upon a condominium association.

### CONCLUSION

It is clear that Wisconsin law currently does not impose a duty upon a condominium association to repair damage to a condominium unit caused by a common element. In addition, the Declaration and By-Laws state that repairs to the unit, including the interior walls, are the responsibility of the unit owner.



Martin J. Greenberg

**Law Office of  
MARTIN J. GREENBERG, LLC**

3127 West Wisconsin Avenue  
Milwaukee, WI 53208  
414-271-4849 phone  
414-271-1884 fax

Martin J. Greenberg

Jill Draeger

July 20, 2011

Manchester Village Owner's Association, Inc.  
2400 W. Good Hope Road  
Glendale, WI 53209

**Legal Opinion – Maintenance and Repair of Drainage Pipes**

Dear Board of Directors:

You have requested a legal opinion as to the responsibility for the maintenance and repair of the drainage pipes located at Manchester Village Condominium.

**Issue:** Who is responsible for the maintenance and repair of the drainage pipes located at Manchester Village Condominium?

**Facts:** On May 20, 2011, a second floor unit of an elevator building hired a plumber to unplug a kitchen drain in the unit. The plumber snaked the drain down approximately 30 feet. The plumber replaced all dishwasher and kitchen sink drain piping, presumably due to the extent of the material clogging these pipes.

On May 23, 2011, the owner of first floor unit directly below the second floor unit reported to the condominium office problems with a clogged sink pipe due to work done on the second floor unit. The first floor owner contacted the Glendale Building Inspector who subsequently contacted Manchester Village reporting that the first floor unit kitchen sink was clogged as a result of the plumbing work completed by the owner of the second floor unit.

Manchester Village thereafter sent a letter to the owner of the second floor unit asking that they talk with the owner of the first floor unit directly below them to resolve the problem. The second floor unit owner sent Manchester Village a letter alleging that Manchester Village was responsible for the maintenance/repair of the pipes.

The pipes in question are drain pipes from first floor to the third floor units that run horizontally from each of the units' kitchens into a vertical pipe that drains into a horizontal pipe in the garage area. Approximately 26 feet from the drains serving those three stacked units are drains serving adjacent three stacked units that flow into the horizontal pipe. Manchester Village's maintenance staff removed the clog in the horizontal section of this pipe. Some of the information with respect to the facts as stated herein were obtained from staff of Manchester Village Owner's Association, Inc. and have not been independently verified.

**Analysis:** Pursuant to Article IV of Manchester Village's Restatement of Declaration of Condominium, the drains and pipes are limited common elements in both elevator buildings and townhouse buildings. Under this Article, the drains at issue are a limited common element.

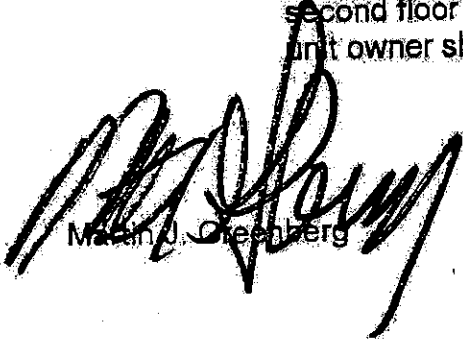
Pursuant to Article VIII(1)(a), each unit owner is required to "maintain in good condition, repair and replace all components or installations within or appurtenant to the unit." Under Article VIII(1)(c) the unit owner shall "keep and maintain in good and orderly condition and repair-Limited Common Elements to the unit." Article X(11) states that "a unit owner is responsible for the waste pipes that run from his or her unit to the main waste lines," otherwise any problems with the waste lines are the responsibility of Manchester Village.

These articles of the Declaration indicate that a unit owner is responsible for the waste drain pipes connected to their unit up to the point where these drain pipes flow into a main drain line for the entire building. Because these pipes are a limited common element, the unit owners have a duty to maintain and repair these pipes.

It should also be noted that Article X (11) states that "Townhouses are defined as running from the individual unit to the clean out junction." In this case, the building in question is an elevator building, not a townhouse building. Therefore, this provision does not apply. This provision indicates that the pipes considered limited common elements in townhouse buildings are different from those in elevator buildings.

Moreover, under Article VIII(1)(d) of the Declaration, a unit owner must "repair or replace/and or incur the cost associated with any portion of the Common Elements damaged by the owner or owner's family, guests, invitee." Even assuming that the unit owners are somehow not responsible for the regular care and maintenance of the drain pipes at issue, the second floor unit owner's action of snaking the drain and pushing the clot into the horizontal section of the plumbing would constitute damage under Article VIII(1)(d). Due to second floor unit owner's negligence, unclogging the pipe that was not previously clogged is the responsibility of the owner of the second floor unit.

**Conclusion:** Because the drain pipes at issue are limited common elements, responsibility for unclogging the pipes falls to the owners of the three stacked units on the three floors. Because the actions of the owner of the second floor unit caused damage to the condominium, the second floor unit owner should bear the responsibility of paying for the damage.



Martin J. Greenberg

Martin J. Greenberg  
Brad L. F. Hoeschen  
Navdeep Singh  
Jill Draeger  
Jordana Thomsen

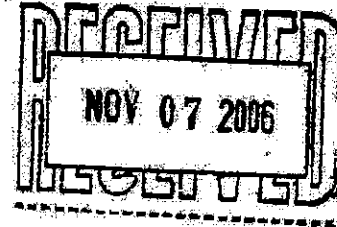


GREENBERG & HOESCHEN

A Limited Liability Company

MEMORANDUM

3127 West Wisconsin Avenue  
Milwaukee, WI 53208  
Phone: 414-271-4849  
Fax: 414-271-1884



TO: Michael Marx

FROM: Martin J. Greenberg

DATE: November 6, 2006

RE: Who is responsible for cleaning townhouse clothes dryer vents - Unit Owners or the Association?

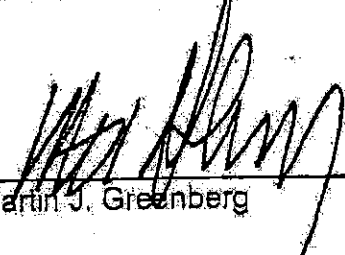
Article IV, Description of Building - Limited Common Elements, indicates that, "The Townhouses-Limited Common Elements consist of the footings, foundations, roofs, main walls and all other supports and structural parts of the Townhouses, the entrance foyers and lobbies, exits, hallways, staircases and partial basements contained in the Townhouses, the twelve (12) garage buildings on the Condominium, the boilers, water heaters, pipes, ducts, electrical wiring and conduits, central heating systems, drains, and all other portions of and improvements, fixtures, equipment, systems, and facilities located in or on the Townhouses, except in or on the individual units contained therein. The Townhouses-Limited Common Elements are reserved for the exclusive use of the owners or occupants of the units in the Townhouses."

Article VIII, Maintenance, Alteration and Improvement of Condominium, Section 1(c) indicates that each unit owner shall keep and maintain in good and orderly condition and repair - Limited Common Elements to the unit, including the inside parking stalls to the unit. If any such stall has an overhead door, the overhead door must be maintained. The Association will be responsible for the painting and repairing of the balcony railing, the underside of the balconies and all other exterior and interior limited common elements.

Article X, Restrictions of Use and Transfer, Section 11, indicates that the owner of a unit shall not own any main water lines, main waste pipes, roof drains, main power lines and conduits up to individual breaker boxes, unless the utility is utilized to serve more than one unit as a tenant in common with the other unit owner. A unit owner is responsible for the pipes from his or her unit to the main water supply lines. A unit owner is also responsible for the waste pipes that run from his or her unit to the main waste lines. (Townhouses are defined as running from the individual unit to the clean out junction.) Under all other circumstances it is deemed to be the responsibility of the Association.

By-Laws Article VIII, Obligations of the Unit Owners, Section 1, Maintenance and Repair, indicates that every unit owner must perform promptly all maintenance and repair work within his own unit and within or on the unit - Limited Common Elements appurtenant to his/her unit. The unit owner must use licensed electricians or plumbers for repairs relating to the above. The unit owner shall keep any patio or balcony appurtenant to his/her unit in a clean and neat condition and is expressly responsible for the damage and liabilities that his/her failure to do so may engender. However, to assure uniformity of painting and staining for the purpose of maintaining the external appearance of the complex, and for this purpose only, the railings and the external ceilings of the outside patios (as to units on the first story of the Elevator Buildings and as to Type Split units) or balconies (as to units on second and third stories of the Elevator Buildings and as to Type Split/Den Units) shall be considered the responsibility of Manchester Village Condominium Association to paint or stain these patio and balcony railings and ceilings as deemed necessary.

It appears from the Condominium Declaration that the clothes dryer vents are Townhouse - Limited Common Elements. This conclusion can be reached by a reading of Article IV, Description of Building - Limited Common Elements. In that section the Townhouse - Limited Common Elements consist of pipes, ducts, and conduits, and all other portions of improvements, fixtures, equipment, systems and facilities located in or on the Townhouses. The maintenance requirement is thereafter expressed in Article VIII wherein each Unit Owner shall keep and maintain in good and orderly condition and repair the limited common elements to the Unit.



---

Martin J. Greenberg

Martin J. Greenberg  
Brad L.F. Hoeschen  
Navdeep Singh  
Traeger  
Jordana Thomadsen



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Milwaukee, WI 53208  
414-271-4849  
(fax) 414-271-1884  
greenberglaw@greenberg-hoeschen.com

## GREENBERG & HOESCHEN, LLC

A Limited Liability Company

Attorneys at Law

April 6, 2010

Manchester Village Board of Directors  
2400 West Good Hope Road  
Glendale, WI 53209

### I. Introduction

You have requested a legal opinion regarding the actual and financial responsibility for repair of an outside patio located at Manchester Village Condominium.

### II. Documents Reviewed

1. Restatement of Declaration of Condominium of Manchester Village Condominium.
2. By-Laws of Manchester Village Owner's Association, Inc.

### III. Rule and Analysis

Article V of the Restatement of Declaration of Condominium of Manchester Village Condominium (the "Declaration") is entitled "DESCRIPTION OF UNIT - LIMITED COMMON ELEMENTS". Paragraph 1 of Article V classifies an "outside patio" as a limited common element. Article VII of the Declaration is entitled "MAINTENANCE, ALTERATION AND IMPROVEMENT OF CONDOMINIUM". Paragraph 1(c) states that

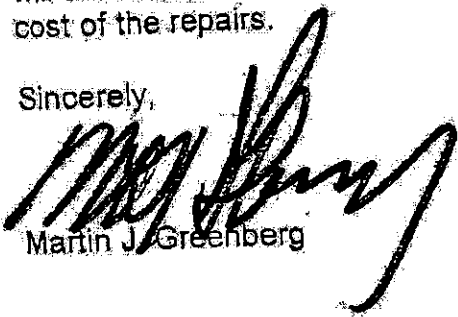
Each unit owner shall keep and maintain in good and orderly condition and repair - Limited Common Elements to the unit, including the inside parking stalls to the unit... The Association will be responsible for the painting and repairing of balcony railing, the underside of the balconies and all other exterior and interior limited common elements.

The Manchester Village Owner's Association, Inc. (the "MVOA") is responsible for performing the actual repair pursuant to the Declaration. However, since the patio is a limited common element of a unit as stated in the Declaration, the unit owner is responsible for the cost to repair the patio.

IV. Conclusions and Recommendations

Unit owners are financially responsible for the maintenance and repair of limited common elements to the unit; however, the MVOA is responsible for undertaking such maintenance and repair. Therefore, the unit owner should be sent written notice that repairs to the outside patio are required. The notice should further state that the MVOA will undertake the repairs pursuant to the Declaration and charge the unit owner for the cost of the repairs.

Sincerely,



Martin J. Greenberg

# REPUBLIC

1109 N. Mayfair Rd., Suite 110

Wauwatosa, WI 53226

# ASSOCIATES OF WISCONSIN, INC.

Phone: (414) 258-0555

1 (800) 776-3635

Fax: (414) 258-0260

## MEMORANDUM

**TO:** Manchester Village Board of Directors  
2400 W. Good Hope Road  
Glendale, WI 53209

**FROM:** Craig Lemke  
Republic Associates of WI, Inc.

**DATE:** June 22, 2007

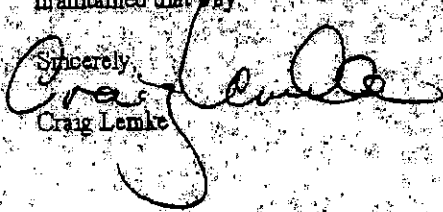
**RE:** Potential Liability Hazards

I understand some unit owners have placed stepping stones or have created patio extensions in common areas contrary to the bylaws of the association. As the insurance agent for the condo association I have to recommend against this practice. It is unwise for the association to allow any alterations to common areas other than those done by the association. To do otherwise has the potential to create a liability exposure for the association based on the action of an individual unit owner. Even with a small likelihood of incident, it is a risk not worth taking by the association.

Insurance companies expect claims. They also expect their insured's to do all within their power prevent claims by maintaining safe conditions. If there were a claim and the insurance company learned that it resulted from the association allowing activity contrary to the bylaws, it would put the management of the association in a negative light. They would rightfully feel that the claim could have been prevented by simple enforcement of the by laws. This could lead to increased premiums or even cancellation of insurance.

It is my suggestion that common areas are brought into compliance with the bylaws and that they are maintained that way.

Sincerely,

  
Craig Lemke

Craig Lemke  
President

Gerald P. Scott  
Associate

Paul Polaski  
Associate

Herb Edlund  
Associate

Peter J. West  
WMBD Insurance

Robert A. Dempsey  
Associate

Ralph L. McCarthy Sr.  
McCarthy Financial Services

Bob Maynard  
Associate

MAY 09 2011

## MEMORANDUM

TO: Manchester Village Board of Directors  
2400 W. Good Hope Road  
Glendale, WI 53209

FROM: Craig Lemke  
Republic Associates of WI, Inc.

DATE: May 7, 2011

RE: Potential Liability Hazards

I understand some unit owners have shoveled pathways in the snow in common areas where no sidewalks exist contrary to the bylaws of the association. As the insurance agent for the condo association I have to recommend against this practice. It is unwise for the association to allow any alterations to common areas other than those done by the association. To do otherwise has the potential to create a liability exposure for the association based on the action of an individual unit owner. Even with a small likelihood of incident, it is a risk not worth taking by the association.

Insurance companies expect claims. They also expect their insured's to do all within their power prevent claims by maintaining safe conditions. If there were a claim and the insurance company learned that it resulted from the association allowing activity contrary to the bylaws, it would put the management of the association in a negative light. They would rightfully feel that the claim could have been prevented by simple enforcement of the by laws. This could lead to increased premiums or even cancellation of insurance.

It is my suggestion that common areas are brought into compliance with the bylaws and that they are maintained that way.

Sincerely,

*Craig Lemke*  
Craig Lemke

**MANCHESTER VILLAGE OWNERS ASSOCIATION, INC.**  
**2400 WEST GOOD HOPE ROAD**  
**GLENDALE, WI 53209**  
**414-352-5054**

**12/31/07**

**To: Unit Owners/Residents**  
**From: Board of Directors**

**Please find attached rule: Manchester Maintenance Staff Access to  
Mechanical Systems in Private Storage Units.**

**Keep this document with your Decs & By-Laws, Executive Summary, Rules  
and Regulations and other condominium materials.**

**Thank you.**

**MANCHESTER VILLAGE OWNERS ASSOCIATION, INC.  
2400 WEST GOOD HOPE ROAD  
GLENDALE, WI. 53209  
414-352-5054**

**12/31/07**

**RULE: MANCHESTER MAINTENANCE STAFF ACCESS TO MECHANICAL  
SYSTEMS IN PRIVATE STORAGE UNITS**

It has come to the attention of the Manchester Village Owners Association, Inc. ("Manchester Association") that certain portions of mechanical systems, including shut-off valves and other important points of access, were originally installed in the private storage units of Townhouse Units and certain other units to which the Manchester Association's maintenance staff does not have the necessary access in the event of an emergency. The purpose of this rule is to allow for prompt maintenance and repair by providing systematic access to those lockers in the event of an emergency while at the same time protecting the property within the storage unit by eliminating the need to have storage lockers unlocked and unattended.

**Rule:**

All Townhouse Units and Units #227, #324, and #360 shall provide copies of their storage locker keys by delivering the same in a marked envelope to the office by February 1, 2008. If the unit owner fails to comply with this request, MVOA staff may find it necessary to initiate forced entry into the locker unit. Any resulting damages will be the unit owner's responsibility.

Any storage unit in the future which is discovered to house mechanical systems will also be required to provide keys to the storage unit in order to allow emergency entry to said storage unit.

These keys will be stored in secure lock-boxes accessible only by Manchester Association staff and will be used only to gain access to mechanical systems within these storage units. In the event maintenance staff requires access to a storage unit, the staff will first attempt to contact the unit owner. If access is then required through the use of the lock-box key, this entry will be documented and a report of the entry will be provided to the unit owner. Such report will include the date, time, and reason for the entry.

**Remedies:**

**The Board shall be empowered to use any and all remedies to enforce this Rule including, but not limited to, injunctive relief and fines. The Unit Owner shall be responsible for all costs incurred, including attorney fees, for any failure to provide the Manchester Association with a current storage unit key by the applicable date.**

**MANCHESTER VILLAGE OWNERS ASSOCIATION, INC.**  
**2400 WEST GOOD HOPE ROAD**  
**GLENDALÉ WI 53209**  
**414-352-5054**  
**FAX: 414-352-7148**

**05/17/07**

**To: Unit Owners/Residents**  
**From: Board of Directors**

**Re: ONE-VEHICLE LIMIT RULE**

1. Any and all parking spaces located at Manchester Village Condominium, whether they be limited common elements or common elements, or whether they be indoor or outdoor parking spaces, shall be limited to the parking of only one vehicle in such space. The intent and purpose of this Rule is to prevent the placement in said space of any vehicle, object, personal property, other than the one vehicle designated in this Rule. The placement of any other object, vehicle, or personal property in a parking space shall be deemed to constitute storage and in violation of Article X of the Declaration.

This rule shall not apply to Townhouse Unit enclosed garages, providing that the placement of more than one vehicle or any other object of personal property in said garage space does not violate the city of Glendale Ordinances or create a health or safety hazard for Manchester Village residents. However, it shall be a violation of this Rule for vehicles, personal property, or other objects to be parked or placed in front of garages belonging to Townhouse units.

2. Remedies: The Board shall be empowered to use any and all remedies to enforce this One-Vehicle Limit Rule including, but not limited to, injunctive relief, fines, and to cause the vehicles to be ticketed and/or towed away and/or otherwise removed. The Unit Owner shall be responsible for all costs incurred including attorney fees.

Please keep this document with your Decs & By-Laws, the Executive Summary, and all other rules & regulations.

**MANCHESTER VILLAGE OWNERS ASSOCIATION, INC.**  
**2400 WEST GOOD HOPE ROAD**  
**GLENDALE WI 53209**  
**414-352-5054**  
**FAX: 414-352-7148**

**08/17/06**

**To: Unit Owners**  
**From: Board of Directors**

**Re: Collection of Late Maintenance Fees**

Although the vast majority of the residents submit their maintenance fees in a timely manner, it is vitally important that the rules governing maintenance fees be diligently and uniformly enforced.

As such, pursuant to the Decs and By-Laws of Manchester Village, all unit owners are assessed a monthly maintenance fee. This fee is due on the first (1<sup>st</sup>) of each month.

Any payment received after the tenth (10<sup>th</sup>) is deemed delinquent and a \$20.00 late fee will be charged to your account for that month.

If the maintenance fee plus late fee is not paid by the tenth (10<sup>th</sup>) of the following month, an additional \$20.00 late fee will be charged to your account for the current month plus a \$10.00 late fee penalty will be added to your total arrears.

MVOA is obligated to initiate legal action for any maintenance fees (including late and penalty charges) not paid by the (10<sup>th</sup>) of the third month.

Legal fees incurred for the purpose of collecting late maintenance fees and their penalties will be charged to the unit owner.

Thank you in advance for your understanding regarding this important matter.

*Law Office of*  
**MARTIN J. GREENBERG, LLC**

3127 West Wisconsin Avenue  
Milwaukee, WI 53208  
414-271-4849 phone  
414-271-1884 fax

Martin J. Greenberg

Jill Draeger

**MEMORANDUM**

TO: Michael Marx  
FROM: Martin J. Greenberg  
DATE: November 18, 2011  
RE: Estate Sales

Michael:

Enclosed are a number of Estate Sales rule which should be signed by all board members.

## ESTATE SALES

WHEREAS, on or about the 12<sup>th</sup> day of February, 1991, the then board of the Manchester Village Owners Association, Inc. passed a rule entitled "Estate Sales," a copy of which rule is attached hereto and made a part hereof as Exhibit A;

WHEREAS, on November 16, 2011, at a regularly constituted meeting of the board of directors of the Manchester Village Owners Association, Inc., the board by unanimous vote decided to declare the rule on estate sales dated February 12, 1991, of no further force and effect and to rescind the same;

WHEREAS, the current board believes that such estate sales, rummage sales and garage sales expose Manchester Village to potential liability for injuries to third parties, increased maintenance costs to common areas and/or claims by unit owners arising from third parties attending such sales, and, as a result therefore;

WHEREAS, the board of directors of Manchester Village Owners Association adopts the following rule to replace the rule dated February 12, 1991:

COMMENCING November 16, 2011, no estate sales, rummage sales or garage sales shall be held in units or on the common areas or limited common areas of Manchester Village Condominiums and the same shall be prohibited without exception.

Dated and accepted this 16<sup>th</sup> day of November, 2011.

BOARD OF DIRECTORS:

Michael J. Marx  
Cheryl S. Sargent  
David A. Koff  
Linda Ramczyk

Susan A. Astorini  
Mary Jane Luhn  
Dennis J. Tabor  
\_\_\_\_\_

MANCHESTER VILLAGE OWNERS ASSOCIATION, INC.  
2400 WEST GOOD HOPE ROAD  
GLENDALE, WI 53209  
414-352-5054

07/12/06

To: All Residents  
From: Board of Directors

Re: Garden Hoses

The use of garden hoses by residents or owners of Manchester Village is prohibited. This is necessary to provide a safe environment for all who use our grounds.

Most recently, we have had incidents where residents left hoses on the sidewalks and common areas. This causes a hazard to anyone walking our property. Our maintenance staff can not be responsible for monitoring the equipment they do not set up.

Water hoses turned on by residents has been left running over night posing a threat of severe flooding to the adjacent units.

Several outside faucets are not operational, because the handles have been broken and the threads damaged.

Please remove all personal garden hoses from the common areas and refrain from using the MVOA hoses immediately.

If a hose is needed to clean an air conditioner unit, please contact the office between 8:30AM and 2:30PM, Monday thru Friday.

Your cooperation will help to provide a safe environment for all.

**MANCHESTER VILLAGE OWNERS ASSOCIATION, INC.**  
**2400 WEST GOOD HOPE ROAD**  
**GLENDALE, WI. 53209**  
**414-352-5054**  
**FAX: 414-352-7148**

**03/08/06**

**To: Unit Owners/Residents**  
**From: Board of Directors**

Previously, you were informed that a resident was seriously scalded by hot water in their shower/tub. To the best of our knowledge, this was an isolated incident that has occurred, at least reportedly, once during the term of condominium ownership, so that this is not a regularly occurring situation.

The incident involved an insurance claim being made and an insurance claim ultimately being paid.

MVOA would like to inform you of the availability of water temperature control valves for tub, shower, and kitchen fixtures. Water temperature control valves are designed to prevent severe fluctuation in water temperature.

Please contact a licensed plumber for further information regarding cost and reliability of such equipment.

Pursuant to the Declaration and By-Laws, the faucets and plumbing in each unit are the responsibility of the unit owner. This includes any repairs, additions, improvement, and maintenance of such equipment.

**MANCHESTER VILLAGE OWNERS ASSOCIATION, INC.**  
**2400 WEST GOOD HOPE ROAD**  
**GLENDALE WI 53209**  
**414-352-5054**  
**FAX: 414-352-7148**

**02/05/08**

**To: Unit Owner**  
**From: Board of Directors**

**Re: Emergency Call Policy**

**The following situations are considered MVOA emergencies. Please report to the office immediately.**

**All Security Doors**  
**Building Loss of Electricity**  
**Elevators Out of Order**  
**Garage Doors (elevator buildings only)**  
**No Heat (during the heating season)**  
**No Water**  
**Water Damage**

**Any emergency relating to non common areas as defined by the Decs & By-Laws is the responsibility of the unit owners.**

**If our maintenance staff is called for a situation that is not an MVOA common area emergency after normal working hours, there will be a trip charge of \$50.00 and a minimum labor charge of \$37.50 for a total of \$87.50, minimum charge to that unit owner.**

**For additional time beyond the initial one hour, charges will be prorated based on \$37.50 per hour.**

**Between the hours of 8:00 a.m. – 3:00 p.m. Monday thru Friday, except for Holidays unit owners will not be charged.**

### **UNIT OWNER'S EMERGENCY**

**Unit owner emergency is the responsibility of the unit owner. If emergency occurs that requires access to your unit while you are at work, please make arrangements for our staff to access your unit.**

**In the event the MVOA staff is called for an emergency for a unit and access to the unit is not provided, the unit owner will be responsible for the trip charge and minimum labor charge.**

**MVOA EMERGENCIES:**

**414-352-5054 AFTER NORMAL MVOA WORKING HOURS LEAVE  
MESSAGE WITH THE ANSWERING SERVICE.**

All Security Doors  
Building Loss of Electricity  
Elevators Out of Order  
Garage Doors (elevator buildings only)  
No Heat (during the heating season)  
No Water  
Water Damage

**CALL 911:**

Smoke/Fire  
Commission of Crime  
Hazardous Chemical Spills  
Gas Leakage  
Gasoline Leakage

**LISTED BELOW CALL GLENDALE POLICE DEPARTMENT:**

**414-962-4619**

Disturbing the Peace  
Excessive Noise  
Vandalism  
Anything Suspicious

**\*\* If you are not sure dial 911 from Land Line Home #\*\***

**Emergency # for Glendale from cell phone is  
414-228-1100**



**GLENDALE  
POLICE DEPARTMENT**

**CALL 9-1-1**

**POLICE NON-EMERGENCY DISPATCH CENTER**

**~~228-1100~~**

**POLICE DEPARTMENT ADMINISTRATION**

**228-1753**

**POLICE CRIME PREVENTION UNIT**

**228-1741**

**NORTHSHORE CRIME STOPPERS**

**962-HALT**

**<http://pd.glendale-wi.org>**

962-4619

# North Shore Fire Department

JUN 01 2010

May 24, 2010

FIRE PREVENTION BUREAU  
665 EAST BROWN DEER ROAD  
BAYSIDE, WISCONSIN 53217  
WWW.NSFIRE.ORG

Manchester Village Owner's Association  
2400 W. Good Hope Road  
Glendale, WI 53209

Manchester Village Owner's Association,

I was recently at your establishment, for an unrelated reason, and noticed grills on some of the condominium balconies.

Grilling on decks and patios poses a fire hazard. 2009 edition of NFPA 1 applies to and is enforced in the North Shore Communities:

**10.11.6 For other than one- and two-family dwellings, no hibachi, grill, or other similar devices used for cooking, heating, or any other purpose shall be used or kindled on any balcony, under any overhanging portion, or within 10 ft (3 m) of any structure.**

I have enclosed a grilling article that you may distribute to residents or post if you wish.

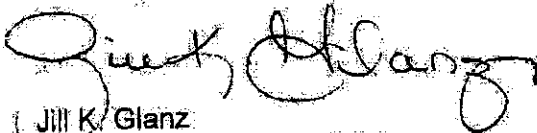
If you would like a fire safety presentation, we would be very happy to present to your residents. We could speak on general fire safety, to include grilling, or touch on other specific fire safety topics of interest, such as cooking safety, escape planning, planning around your abilities, etc.

Our presentations are designed to fit your needs, schedules, and time availability.

For a fire safety presentation, please contact me at [jglanz@nsfire.org](mailto:jglanz@nsfire.org) or 414-228-0292.

Have a safe day!

Sincerely,



Jill K. Glanz  
Public Education Specialist  
North Shore Fire Department  
665 E. Brown Deer Road  
Bayside, Wisconsin 53217  
[jglanz@nsfire.org](mailto:jglanz@nsfire.org)  
414-228-0292  
[www.nsfire.org](http://www.nsfire.org)

**FUCHS  
& BOYLE, S. C.**  
ATTORNEYS AT LAW

TELEPHONE: (414) 257-1800  
FACSIMILE: (414) 257-1510  
fdb@fdblaw.com

MAYFAIR CROSSING, SUITE 210  
1233 NORTH MAYFAIR ROAD  
MILWAUKEE, WISCONSIN 53226-2255

JOHN F. FUCHS  
COURT COMMISSIONER  
REBECCA D. BOYLE  
COURT COMMISSIONER

October 15, 2010

Michael J. Marx, President  
Manchester Village Owners Association, Inc.  
2400 West Good Hope Road  
Glendale, WI 53209

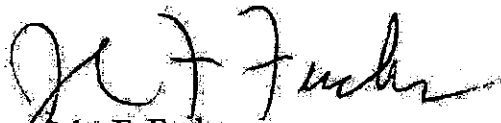
**Re: Outdoor Grills**

Dear Mr. Marx:

I am writing you in my capacity as City Attorney regarding the maintenance of outdoor grills at your condominium development. Chief Whitaker of the North Shore Fire Department has personally viewed the premises. He has advised that he will follow up shortly. His approach is that where imminent danger exists, or a complaint, the current NFPA Code, which prohibits even electric grills on balconies, will be enforced. Absent such circumstances, matters will be assessed on a case by case basis to assure public and private safety. The Chief will provide me specifics as to whether there appears to be a problem at your particular development sometime within the next week. I will then report back to you.

Very truly yours,

**OFFICE OF THE GLENDALE CITY ATTORNEY**

  
John F. Fuchs  
JFF/kmb

cc: Chief Robert C. Whitaker, NSFD (Via Email Only)

**MANCHESTER VILLAGE OWNERS ASSOCIATION, INC.  
2400 WEST GOOD HOPE ROAD  
GLENDALE, WI 53209  
414-352-5054  
FAX: 414-352-7148**

**May 15, 2015**

**To: Residents/Unit Owners**

**From: Board of Directors**

**Re: Outdoor Grills**

**Dear Residents:**

**It has been reported that some residents have been grilling on patios/balconies.**

**Per the North Shore Fire Department no cooking equipment is allowed on patios/balconies, this includes propane gas, charcoal and electric grills. Grilling on patios/balconies poses a fire hazard.**

**For other than one and two-family dwellings, no hibachi, grill, or other similar devices used for cooking, heating, or any other purpose shall be used or kindled on any balcony, under any overhanging portion, or within 10 ft. (3 m) of any structure.**

**For other than one and two-family dwellings, no hibachi, grill, or other similar devices used for cooking shall be stored on a balcony.**

**Please see attached General Safety Requirements (10.11.6.1 and 10.11.6.2) from the North Shore Fire Department.**

**Thank you for your cooperation regarding this matter.**

10.9.3.6 The curriculum shall comply with applicable regulatory and program requirements. [1600.6.11.6]

10.9.3.7\* A public education program shall be implemented to communicate the following:

- (1) Potential hazard impacts
- (2) Preparedness information
- (3) Information needed to develop a preparedness plan

[1600.6.11.7]

#### 10.10 Smoking.

10.10.1 Where smoking is considered a fire hazard, the AHJ shall be authorized to order the owner in writing to post "No Smoking" signs in conspicuous, designated locations where smoking is prohibited.

10.10.2 In areas where smoking is permitted, noncombustible ashtrays shall be provided.

10.10.3 Removal or destruction of any required "No Smoking" sign shall be prohibited.

10.10.4 Smoking or depositing any lighted or smoldering substance in a place where required "No Smoking" signs are posted shall be prohibited.

#### 10.11 Open Flame, Candles, Open Fires, and Incinerators.

10.11.1 Permits. Permits, where required, shall comply with Section 1.12.

10.11.1.1 Permits shall not be required for cooking and recreational fires.

10.11.1.2 Where burning is conducted on public property or the property of someone other than the permit applicant, the permit applicant shall demonstrate that permission has been obtained by the appropriate government agency, the owner, or the owner's authorized agent.

10.11.1.3 When limits for atmospheric conditions or hours restrict burning, such limits shall be designated in the permit restrictions.

10.11.1.4 Instructions or stipulations of permit shall be followed.

10.11.2 The AHJ shall have the authority to prohibit any or all open flames, candles, and open, recreational, and cooking fires or other sources of ignition, or establish special regulations on the use of any form of fire or smoking material where circumstances make such conditions hazardous.

#### 10.11.3 Outdoor Fires.

10.11.3.1\* Outdoor fires shall not be built, ignited, or maintained in or upon hazardous fire areas, except by permit from the AHJ.

10.11.3.2 Permanent barbecues, portable barbecues, outdoor fireplaces, or grills shall not be used for the disposal of rubbish, trash, or combustible waste material.

#### 10.11.4 Open Fires.

10.11.4.1 Permitted open fires shall be located not less than 50 ft (15 m) from any structure.

10.11.4.2 Burning hours shall be prescribed by the AHJ.

10.11.4.3 Recreational fires shall not be located within 25 ft (7.6 m) of a structure or combustible material unless contained in an approved manner.

10.11.4.4 Conditions that could cause a fire to spread to within 25 ft (7.6 m) of a structure shall be eliminated prior to ignition.

#### 10.11.5 Fire Attendant.

10.11.5.1 Open, recreational, and cooking fires shall be constantly attended by a competent person until such fire is extinguished.

10.11.5.2 This person shall have a garden hose connected to the water supply or other fire-extinguishing equipment readily available for use.

#### 10.11.6 Cooking Equipment.

10.11.6.1 For other than one- and two-family dwellings, no hibachi, grill, or other similar devices used for cooking, heating, or any other purpose shall be used or kindled on any balcony, under any overhanging portion, or within 10 ft (3 m) of any structure.

10.11.6.2 For other than one- and two-family dwellings, no hibachi, grill, or other similar devices used for cooking shall be stored on a balcony.

10.11.6.3\* Listed equipment permanently installed in accordance with its listing, applicable codes, and manufacturer's instructions shall be permitted.

#### 10.11.7 Installation of Patio Heaters.

10.11.7.1 Patio heaters utilizing an integral LP-Gas container greater than 1.08 lb (0.49 kg) propane capacity shall comply with 10.11.7.2 and 10.11.7.3. [58:6.20.2.1]

10.11.7.2 Patio heaters shall be listed and used in accordance with their listing and the manufacturer's instructions. [58:6.20.2.2]

10.11.7.3 Patio heaters shall not be located within 5 ft (1.5 m) of exits from an assembly occupancy. [58:6.20.2.3]

#### 10.11.8 Incinerators and Fireplaces.

10.11.8.1 Incinerators, outdoor fireplaces, permanent barbecues, and grills shall not be built, installed, or maintained without prior approval of the AHJ.

10.11.8.2 Incinerators, outdoor fireplaces, permanent barbecues, and grills shall be maintained in good repair and in a safe condition at all times.

10.11.8.3 Openings in incinerators, outdoor fireplaces, permanent barbecues, and grills shall be provided with an approved spark arrester, screen, or door.

#### 10.11.9 Open-Flame Devices.

10.11.9.1\* Welding torches, tar pots, decorative torches, and other devices, machines, or processes liable to start or cause fire shall not be operated or used in or upon any areas, except by permit from the AHJ.

10.11.9.2 Flame-employing devices, such as lanterns or kerosene road flares, and fuses shall not be operated or used as a signal or marker in or upon any areas unless at the scene of emergencies or railroad operations. (See Chapter 16 and Chapter 65 for additional guidance.)

10.11.10 Discontinuance. The AHJ shall be authorized to require any fire to be immediately discontinued if the fire is determined to constitute a hazardous condition.

**MANCHESTER VILLAGE OWNERS ASSOCIATION, INC.**  
**2400 WEST GOOD HOPE ROAD**  
**GLENDALE, WI 53209**  
**414-352-5054**  
**FAX: 414-352-7148**

**03/15/06**

**To: Unit Owners**  
**From: Board of Directors**

**Please find attached a revised Executive Summary. This replaces the previous Executive Summary that was distributed to all unit owners in June, 2005.**

**Wisconsin Statute § 703.33 requires that condominium associations prepare an Executive Summary and distribute it to all unit owners. The Executive Summary is required to be given to purchasers of units by sellers fifteen (15) days prior to closing, pursuant to § 703.33.**

**This summary is not intended to replace the buyer's review of the condominium Declaration, By-Laws and other condominium disclosure materials nor is it a substitute for professional review of the condominium documents.**

**Please keep this revised Executive Summary with your Declaration, By-Laws or Rules and Regulations and other condominium materials.**

**Thank you.**

# EXECUTIVE SUMMARY

Page 1 of 3

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

Condominium Name: MANCHESTER VILLAGE CONDOMINIUM

## How is the condominium association managed?

- ◆ What is the name of the condominium association? Manchester Village Owners Association, Inc.
- ◆ What is the association's mailing address? 2400 W. Good Hope Rd., Glendale, WI 53209
- ◆ How is the association managed? ☒ By the unit owners (self-managed) ☐ By a management agent or company ☐ By the declarant (developer) or the declarant's management company
- ◆ Whom should I contact for more information about the condominium and the association? Property Administrator (management agent/company or other available contact person)
- ◆ What is the address, phone number, fax number, web site & e-mail address for association management or the contact person? 2400 W. Good Hope Rd., Glendale, WI 53209 Phone: 414-352-5054; Fax: 414-352-7148

☐ For specific information about the management of this association, see the Restatement of Declaration of Condominium of Manchester Village Condominium ("Restatement")

## What are the parking arrangements at this condominium?

- ◆ Number of parking spaces assigned to each unit: 1 How many Outside? 0 How many Inside? 1  
☐ Common element ☒ Limited common element ☐ Included as part of the unit ☐ Separate non-voting units ☐ Depends on individual transaction [check all that apply]
- ◆ Do I have to pay any extra parking fees (include separate maintenance charges, if any)? ☒ No ☐ Yes, in the amount of \$ \_\_\_\_\_ per \_\_\_\_\_ ☐ Other (specify): \_\_\_\_\_
- ◆ Are parking assignments reserved or designated on the plat or in the condominium documents?  
☐ No ☒ Yes - Where? marked in garage Are parking spaces assigned to a unit by deed? ☐ No ☒ Yes Can parking spaces be transferred between unit owners? ☐ No ☒ Yes
- ◆ What parking is available for visitors? Outdoor spaces not exclusively assigned
- ◆ What are the parking restrictions at this condominium? No campers, trucks, disabled vehicles, etc. No parking in front of garages.

☐ For specific information about parking at this condominium, see Addendum to Executive Summary.

## May I have any pets at this condominium?

- ◆ ☐ No ☒ Yes - What kinds of pets are allowed? dogs, domestic cats, small birds
- ◆ What are some of the major restrictions and limitations on pets? dogs and cats cannot exceed 16 inches, only permitted in 2230, 2240, 2250, 2450, 2460 and the first floors of 2300 and 2350; must be leashed and shall not be unattended.

☐ For specific information about the condominium pet rules, see Restatement

May I rent my condominium unit?

- ♦ ☒ No ☐ Yes - What are the major limitations and restrictions on unit rentals? Except may rent to parents, grandparents, or children. Term must be for at least one year. No subdivision of Unit. Owner remains responsible.
- ☐ For specific information about renting units at this condominium, see \_\_\_\_\_

Does this condominium have any special amenities and features?

- ♦ ☐ No ☒ Yes - What are the major amenities and features? laundry facilities (elevator buildings only), pool, clubhouse
- ♦ Are unit owners obligated to join or make additional payments for any amenity associated with the condominium, such as an athletic club or golf course? ☒ No ☐ Yes - What is the cost? \$ \_\_\_\_\_
- ☐ For specific information about special amenities, see Restatement

What are my maintenance and repair responsibilities for my unit?

- ♦ A Unit Owner must maintain and repair all components or installations within or appurtenant to the unit, paint and decorate interior walls and surfaces, maintain limited common elements, and is responsible for the costs to repair any damage to common elements caused by unit owner, guests, invitees, or licensees.
- ☐ For specific information about unit maintenance and repairs, see Restatement

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

- ♦ Common element maintenance, repair and replacement is performed as follows: by the Association as needed.
- ♦ How are repairs and replacements of the common elements funded? ☐ Unit owner assessments ☐ Reserve funds ☒ Both ☐ Other (specify): \_\_\_\_\_
- ♦ Limited common element maintenance, repairs and replacement is performed as follows: See attached.
- ♦ How are repairs and replacements of the limited common elements funded? ☒ Unit owner assessments ☐ Reserve funds ☐ Both ☐ Other (specify): by unit owners
- ☐ For specific information about common element maintenance, repairs and replacements see Restatement

Does the condominium association maintain reserve funds for the repair and replacement of the common elements? ☒ Yes ☐ No Is there a Statutory Reserve Account (\*see note on page 3\*)? ☒ Yes ☐ No

- ☐ For specific information about this condominium's reserve funds for repairs and replacements, see Restatement

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

- ♦ Is the developer's obligation to pay fees for unsold units different than the obligation of new unit purchasers to pay fees on their units? ☒ Not applicable (no developer-owned units) ☐ No ☐ Yes - In what way? \_\_\_\_\_

- ◆ Are there any special provisions for the payment of assessment fees that apply only during the developer control period? ☐ No ☐ Yes - Describe these provisions: N/A

☐ For specific information about condominium fees during the developer control period, see \_\_\_\_\_

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

- ◆ ☒ No ☐ Yes - How many additional units may be added through expansion? \_\_\_\_\_ units
- ◆ When does the expansion period end? \_\_\_\_\_
- ◆ Who will manage the condominium during the expansion period? \_\_\_\_\_

☐ For specific information about condominium expansion plans, see N/A

May I alter my unit or enclose any limited common elements?

- ◆ Describe the rules, restrictions and procedures for altering a unit: See attached.
- ◆ Describe the rules, restrictions and procedures for enclosing limited common elements: No awnings or enclosures may be installed on patios or balconies.

☐ For specific information about unit alterations and limited common element enclosures, see Restatement

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

- ◆ Yes, Wisconsin law allows the unit owners to amend the condominium declaration, bylaws and other condominium documents if the required votes are obtained. Some of these changes may alter your legal rights and responsibilities with regard to your condominium unit.

☐ For specific information about condominium document amendment procedures and requirements, see Restatement

Other restrictions or features (optional): See attached.

This Executive Summary was prepared on March 10, 2006 (insert date)  
by Greenberg & Hoeschen, Attorneys for Manchester Village (state name and title or position).

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

## **ADDENDUM TO EXECUTIVE SUMMARY**

### **Parking:**

Article III, Description of General Common Elements, of the Restated Declaration indicates that all outdoor parking spaces are general common elements and thus belong to the Condominium Association. Article V, Description of Unit - Limited Common Elements, indicates that there are two hundred eighty-two (282) indoor parking spaces on the condominium. Fifty-six (56) indoor spaces are located in twelve (12) garage buildings. Each is designated by a unit number. These are for the exclusive use of the townhouse unit owners. The elevator buildings contain two hundred twenty-six (226) indoor parking spaces. Two hundred sixteen (216) are designated by the same number as the unit, and are for the exclusive use of the owner.

Ten (10) additional indoor parking spaces are designated by letter on the floor plans. Each of those ten (10) indoor parking spaces have been sold by separate deed to a Unit Owner. Those ten (10) additional parking spaces became appurtenant to the Unit just the same as the numbered spaces that are given to the original purchaser of a condominium unit. The Condominium Association shall not permit a sale of a parking space separate from the sale of the Unit. Therefore, a Unit Owner could sell one of their parking spaces to another Unit Owner. The parking space would then become appurtenant to that Unit. A condominium owner cannot sell a parking space to a non-owner as this parking space would then not be appurtenant to unit ownership.

### **Limited common elements maintenance, repairs, and replacement is performed as follows:**

The unit owner has the duty to maintain limited common elements appurtenant to the unit in good and orderly condition and repair. The Association will be responsible for painting and repairing all other exterior and interior limited common elements and painting exterior limited common elements. The cost of any repairs to the limited common elements by the Association will be assessed to the unit owner.

### **Describe the rules, restrictions and procedures for altering a unit**

A unit owner shall make no changes which will affect the structural integrity of the buildings. Any changes made may not create a nuisance substantially affecting the use and enjoyment of other units or the common elements.

### **Other restrictions or features (optional):**

Satellite dishes are prohibited on common grounds. Satellite dishes may not create a nuisance substantially affecting the use and enjoyment of other units or the common elements.

The Condominium Association has passed a Second Amendment to the Declaration with respect to the payment of legal fees. This Amendment:

- Requires the condominium association to give an owner ten days to cure a violation before the condominium association hires an attorney. Once the attorney is hired, the owner is responsible for the attorney's fees required to bring said unit owner into compliance.
- Requires an owner to pay attorney's fees if the owner wants an interpretation of their legal rights under the condominium documents.
- Requires an owner to pay costs and legal fees if the owner brings an action against the condominium association and loses.
- Requires the condominium association to pay costs and legal fees if the association brings a legal action against an owner and loses.

**MANCHESTER VILLAGE OWNERS ASSOCIATION, INC.**

**2400 W. Good Hope Road**

**Glendale, WI 53209**

**414-352-5054 ~ Fax: 414-352-7148**

**Email: manchestervill9515@att.net**

**PET FRIENDLY BUILDINGS**

**Dogs and domestic cats shall be permitted in any of the units in building numbers:**

- **2230**
- **2240**
- **2250**
- **2450**
- **2460**

**And on the first floor only in buildings:**

- **2300**
- **2350**