

**AMENDMENT TO
DECLARATION OF
CONDOMINIUM**

AMENDMENT TO DECLARATION OF CONDOMINIUM OF
TUCKAWAY CREEK CONDOMINIUMS

THIS AMENDMENT, made and entered into on this the 17th day of June, 1985, by the TUCKAWAY CREEK DEVELOPMENT CORP, hereinafter referred to as "Declarant".

This Amendment to Declaration is hereby made and executed pursuant to the Declaration of Condominium Ownership for Tuckaway Creek Condominiums and the provisions of the Wisconsin Condominium Ownership Act, Chapter 703, Wisconsin Statutes.

WITNESSETH

The Declaration of Condominium Ownership for Tuckaway Creek Condominiums was duly recorded by the Declarant in the Office of the Register of Deeds for Milwaukee County, Wisconsin on the 13th day of September, 1984 at Reel 1678, Images 644 through 683, inclusive, as Document Numbered 5750571 and on the 13th day of September, 1984 at Reel 1678, Images 684 through 688 inclusive, as Document Numbered 5750572.

LEGAL DESCRIPTION OF REAL ESTATE

Parcel #2 of Certified Survey Map #4254, being a part of the Northwest 1/4 of Southwest 1/4 of Section 15, Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee and State of Wisconsin.

Pursuant to the provisions of that Declaration, Article X, Section 4, the Declarant desires to submit additional building plans so that these additional plans will become part of the permanent recorded condominium documents. The buildings being added by this amendment are shown on Exhibit "A" of the Declaration and are described as being Buildings Numbered 7, 10, 11 and 14.

IN WITNESS WHEREOF, TUCKAWAY CREEK DEVELOPMENT CORP., has caused this instrument to be executed on this the 17th day of June, 1985.

TUCKAWAY CREEK DEVELOPMENT CORP.

Richard J. Kaerek, President

Michael J. Kaerek, Secretary

STATE OF WISCONSIN)
 (ss.
 MILWAUKEE COUNTY)

Personally came before me this 17th day of June, 1985, the above named Richard J. Kaerek, President, and Michael J. Kaerek, Secretary, of Tuckaway Creek Development Corp., to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Shirley A. Hill
 Shirley A. Hill
 Notary Public, Milwaukee County, Wisconsin
 My Commission expires March 13, 1988.

5820739

REGISTER'S OFFICE }
 Milwaukee County, WI } ss
 RECORDED AT 2:50 P M

JUN 21 1985 1088 To
 REEL 1765 IMAGE 110.9
Walter R. Buehler REGISTER
 OF DEEDS

5820739
 RECORD 46.00
 SUBTOTAL 46.00
 TOTAL 46.00
 F CASH F 46.00
 4145900 0001 201 T14:

This instrument was drafted by Richard J. Kaerek.

SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM OF
TUCKAWAY CREEK CONDOMINIUMS

THIS AMENDMENT, made and entered into on this the 20th day of March, 1987, by the TUCKAWAY CREEK DEVELOPMENT CORP., hereinafter referred to as "Declarant".

This Amendment to Declaration is hereby made and executed pursuant to the Declaration of Condominium Ownership for Tuckaway Creek Condominiums and the provisions of the Wisconsin Condominium Ownership Act, Chapter 703, Wisconsin Statutes.

WITNESSETH

The Declaration of Condominium Ownership for Tuckaway Creek Condominiums was duly recorded by the Declarant in the Office of the Register of Deeds for Milwaukee County, Wisconsin, on the 13th day of September, 1984 at Reel 1678; Images 644 through 683, inclusive, as Document Numbered 5750571 and on the 13th day of September, 1984 at Reel 1678, Images 684 through 688 inclusive, as Document Numbered 5750572.

LEGAL DESCRIPTION OF REAL ESTATE

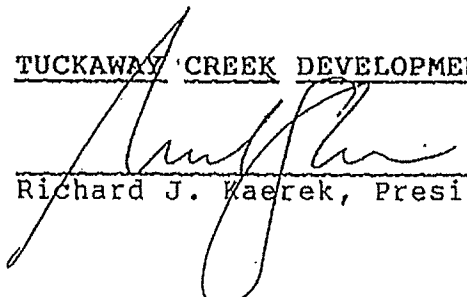
Parcel #2 of Certified Survey Map #4254, being a part of the Northwest 1/4 of Southwest 1/4 of Section 15, Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee and State of Wisconsin.

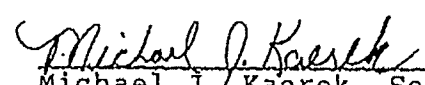
Pursuant to the provisions of that Declaration, Article X, Section 4, the Declarant desires to submit additional building plans so that these additional plans will become part of the permanent recorded condominium documents. The buildings being added by this amendment are shown on Exhibit "A" of the Declaration and are described as being Buildings Numbered 2, 3, 4, 5, 17, 18, 19 and 20.

IN WITNESS WHEREOF, TUCKAWAY CREEK DEVELOPMENT CORP. has caused this instrument to be executed on this the 20th day of March, 1987.

TUCKAWAY CREEK DEVELOPMENT CORP.

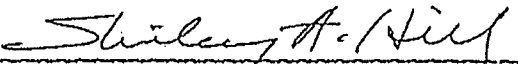
(No Corporate Seal)


Richard J. Kaerek, President


Michael J. Kaerek, Secretary

STATE OF WISCONSIN)
 (SS.
MILWAUKEE COUNTY)

Personally came before me this 20th day of March, 1987, the above named Richard J. Kaerek, President, and Michael J. Kaerek, Secretary, of Tuckaway Creek Development Corp., to me known to be the persons who executed the foregoing instrument and acknowledged the same.



Shirley A. Hill, Notary Public,
Milwaukee County, Wisconsin
My Commission expires March 13, 1988.

Return To: Tuckaway Creek Development Corp.
2719 South 60th Street
Milwaukee, WI 53219

This instrument was drafted by Richard J. Kaerek.

THIRD AMENDMENT TO DECLARATION OF CONDOMINIUM OF
TUCKAWAY CREEK CONDOMINIUMS

THIS AMENDMENT, made and entered into on this the 20th day of March, 1987, by the TUCKAWAY CREEK DEVELOPMENT CORP., hereinafter referred to as the "Declarant".

This Amendment to Declaration is hereby made and executed pursuant to the Declaration of Condominium Ownership for Tuckaway Creek Condominiums and the provisions of the Wisconsin Condominium Ownership Act, Chapter 703, Wisconsin Statutes.

WITNESSETH

The Declaration of Condominium Ownership for Tuckaway Creek Condominiums was duly recorded by the Declarant in the office of the Register of Deeds for Milwaukee County, Wisconsin on the 13th day of September, 1984 at Reel 1678, Images 644 through 683, inclusive, as Document Numbered 5750571 and on the 13th day of September, 1984 at Reel 1678, Images 684 through 688 inclusive, as Document Numbered 5750572.

LEGAL DESCRIPTION OF REAL ESTATE

Parcel #2 of Certified Survey Map #4254, being a part of the Northwest 1/4 of the Southwest 1/4 of Section 15, Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee and State of Wisconsin.

PROVISION FOR AMENDMENT

Pursuant to the provisions of that Declaration, Article X, Section 4, the Declarant desires to delete the entirety of Section 10, Article III and replace same with following Section 10A of Article III.

DESCRIPTION OF AMENDMENT

SECTION 10A. MAINTENANCE, REPAIR AND REPLACEMENT OF UNITS.

All maintenance, repairs and replacements to the common and limited common areas and facilities, located outside the units, together with partial or complete reconstruction of the interior of the units shall be made only at the direction and under the supervision of the Association.

Each unit owner shall be responsible for and bear the full cost of any maintenance required to the interior and exterior of the owner's unit, whether or not such maintenance is required within the unit or upon the common or limited common areas located at the owner's unit and which such common or limited common areas are attached to the owner's unit or are located in the immediate vicinity and are of direct necessity or benefit to the owner's unit. Examples of this paragraph would include, but not be limited to: Roofs, Chimneys, Vents, Gutters, Flashings, Porches, Decks, Exterior Building Surfaces, Walks, Patios, Railings, Lighting Fixtures, Painting, ETC.

Any required maintenance, repairs or reconstruction required to improvements installed for the purpose of serving a building (two units), which are a result of damage that can not be attributed to any one unit owner are to be shared equally by both such benefiting units. Examples of this paragraph would include, but not be limited to: Building water and sewer laterals, Electric, telephone, gas and TV cable services, Driveways and Sump pumps, if installed, ETC.

In the event any maintenance, repair or reconstruction is required which cost is recoverable under hazard or other insurance, the deductible portion of such insurance policy is to be paid by the unit owner or owner's as described above.

No unit owner, except as otherwise authorized by the Association in writing, may do any construction or alteration which would jeopardize the soundness or safety, change the appearance or aesthetics, reduce the value or impair any easement or hereinditament to the buildings, common or limited common areas.

The Association, through it's Board of Directors, shall be the sole authority as to the need and extent of all maintenance, repairs or reconstruction as described herein, shall be the party to enter into all contracts for such maintenance, repair or reconstruction and the Association shall, immediately upon determining the amount of cost for such maintenance, repair or reconstruction, notify the unit owner of such cost. Upon such notification, the unit owner must deposit with the Association monies sufficient to cover all costs of such work and within ten days of the work completion, a final accounting is to be furnished the unit owner and the unit owner is to be either refunded all unused funds or is to be advised as to any additional funds required.

Failure of the unit owner to make payment as described above will cause the Association to immediately place a lien upon the owner's unit, the owner being additionally assessed for the actual costs of such lien filing, plus 5% of the costs to be paid the Association as administrative fees. The Association is to charge the unit owner an interest rate of eighteen (18) percent on all Association funds reserved and paid for the work required. In the event the work required is covered by an insurance claim, only the amount of the deductible portion is to be collected from the unit owner.

Each unit owner shall be deemed responsible for maintenance, repairs or reconstruction required which arises by willful or negligent acts of the owner's unit occupants, whether or not such occupants are the owner, members of the unit owner's family, the unit owner's tenants, invitees or guests of the unit occupants. The costs of any maintenance, repair or reconstruction required as described in this paragraph shall be assessed to the unit owner and if not paid within 30 days of date of such assessment, shall form and create a valid lien upon the owner's unit, in favor of the Association, pursuant to Article VII, Section 10.

IN WITNESS WHEREOF, the TUCKAWAY CREEK DEVELOPMENT CORP. has caused this instrument to be executed on this the 20th day of March, 1987.

TUCKAWAY CREEK DEVELOPMENT CORP.

(No Corporate Seal)

Richard J. Kaerek
Richard J. Kaerek, President

Michael J. Kaerek
Michael J. Kaerek, Secretary

STATE OF WISCONSIN)
) ss.
MILWAUKEE COUNTY)

Personally came before me this 20th day of March, 1987, the above named Richard J. Kaerek, President, and Michael J. Kaerek, Secretary, of the Tuckaway Creek Development Corp, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Shirley A. Hill
Shirley A. Hill
Notary Public, Milwaukee County, Wisconsin
My Commission Expires March 13, 1988

This instrument was drafted by Richard J. Kaerek

TUCKAWAY CREEK HOMEOWNERS ASSOCIATION

Directors:

Dan Nolan
Robert Schueler
Jim Taylor

Dorothy Gunderson
Walter Nowicki
Pat Haslbeck

Sue Haase

NOTICE OF AMENDMENT FOR CHANGE OF THE ANNUAL MEETING DATE
DECLARATION ARTICLE III - SECTION 1

NEW ARTICLE III - SECTION 1a
(ANNUAL MEETINGS)

MAILING DATE OF THIS NOTICE
NOVEMBER 27, 1996

TO EACH AND EVERY UNIT OWNER OF TUCKAWAY CREEK CONDOMINIUMS:

PLEASE TAKE NOTICE, that the Homeowners Association, at it's Annual Meeting of June 25, 1996 voted to have only one meeting, the Annual Meeting, per year. The meeting date was passed at the Board of Directors at their regular meeting on August 19, 1996. The Annual Meeting is hereby declared to be the third Monday of each January.

PLACE THIS NOTICE into your DECLARATIONS - ARTICLE III, SECTION 1a. ANNUAL MEETINGS. The purpose of each annual meeting of the members shall be for the election of Directors and the transaction of other business that may be properly brought before the meeting.

ANY MEMBER MAY OBTAIN A COPY OF THE BOARD MEETING MINUTES BY
CALLING OGDEN & COMPANY, INC., AT 414/352-9200.

By The Board of Directors of
Tuckaway Creek Condominiums

TUCKAWAY CREEK HOMEOWNERS ASSOCIATION

Directors:

Robert Schueler	Jim Taylor
Walter Nowicki	Sue Haase
Dorothy Gunderson	Lisa Christiansen
Tom Petlewski	

REMINDER FOR ALL OWNERS

THE SELLER OF ANY UNIT AT TUCKAWAY CREEK HAS THE RESPONSIBILITY TO
MAKE SURE THE CLOSING AGENT COLLECTS THE TRANSFER FEE. THE FEE
IS CURRENTLY THE AMOUNT OF ONE QUARTERLY DUES PAYMENT.

DATE THAT THIS MOTION WAS PASSED
MARCH 9, 1993

TO EACH AND EVERY UNIT OWNER OF TUCKAWAY CREEK CONDOMINIUMS:

PLEASE TAKE NOTICE, that the Homeowners Association, at it's Board of Directors Meeting held March 9, 1993 a motion was passed authorizing a non-refundable transfer fee equal to one quarterly dues payment, payable at the time of closing by the buyer.

PLACE THIS NOTICE into your DECLARATIONS or with your personal real estate papers. It is the sellers responsibility to pass this information onto the next owner.

ANY MEMBER MAY OBTAIN A COPY OF THE BOARD MEETING MINUTES BY
CALLING OGDEN & COMPANY, INC., AT 414/352-9200.

By The Board of Directors of
Tuckaway Creek Condominiums

March 8, 1997

DOC-#
8897246

REGISTER'S OFFICE | SS
Milwaukee County, WI
RECORDED AT 1:22 PM
12-08-2003

JOHN LA FAYE
REGISTER OF DEEDS

AMOUNT 13.00

REEL
5726

IMAGE
3914

Document No.

AMENDMENT TO
DECLARATION OF CONDOMINIUM
OWNERSHIP FOR TUCKAWAY
CREEK CONDOMINIUMS

Document Title

This document is an amendment to the Declaration of
Condominium Ownership for Tuckaway Creek Condominiums.

RECITALS:

Tuckaway Creek Condominiums is a condominium
originally created by the recording of a document entitled
"Declaration of Condominium Ownership for Tuckaway Creek
Condominiums" in the Office of the Register of Deeds for Milwaukee
County, Wisconsin on the 13th day of September, 1984 at Reel 1678,
Images 644 through 683, Inclusive, as Document No. 5750571 and
on the 13th day of September, 1984 at Reel 1678, Images 684
through 688, Inclusive, as Document No. 5750572.

Any amendment of the declaration is therefore subject to
the provisions of Wisconsin Statutes Section 703.09(2), (1983) and to the
provisions of SECTION 4 of ARTICLE X of the aforesaid declaration.

Recording Area

Return to:

CA Attorney John A. Graettinger
2645 North Mayfair Road, Suite 130
Wauwatosa, WI 53226

837-0001-000 thru 837-0040-000
Parcel Identification Number

Tuckaway Creek Homeowners' Association, Inc. is a Wisconsin non-stock corporation and is the
association of unit owners for Tuckaway Creek Condominiums (hereinafter the "Association").

NOW THEREFORE, the undersigned, acting as the duly elected president and secretary of the
Association and further acting pursuant to the direction of the Association's duly elected board of directors,
hereby execute this document to confirm the amendment of the Declaration of Condominium Ownership for
Tuckaway Creek Condominiums as follows:

SECTION 5 of ARTICLE IV is amended in its entirety to read:

ANIMALS OR PETS

Pets are allowed as defined in the "General Pet Rules".

The "General Pet Rules" are as follows:

1. The following animals may be kept as pets or allowed in the owners Condominium unit.
 - a. House cats (maximum of 2) kept within the condominium unit. No exotic felines
such as bobcats, lynx, cougars, lions, or tigers are permitted.
 - b. Fish, turtles, or other small aquatic creatures permanently kept or maintained in an
aquarium located within a condominium unit.
 - c. Birds (maximum of 2) kept within a condominium unit.
2. No pet permitted under rule 1 (one) above shall be allowed on the condominium property,
other than within a condominium unit, unless the pet is being carried by a responsible
person or is within a cage or carrying case for the purposes of transporting the pet.
3. No pet, other than those identified under rule 1 (one) above can "visit" in any
condominium unit, nor should the maximum number be exceeded by the addition of a
visiting pet.
4. At no time should any pet be kept or maintained in the condominium unit's garage.
5. No pet shall be allowed to create a nuisance or disturbance or to damage Association
property.
6. The unit owner(s) are responsible for the actions of pets of anyone living in or visiting his or
her unit of record.

2
FAINT TYPE

- REEL 5726

IMAGE 39.15

Dated: November 25, 2003.

By: Robert A. Schuel
Robert Schueler - President

Attorney John A. Graettinger
State Bar No. 1015469

Article XII Sale and Lease of Units and Lease of Garage Stalls**SECTION 2. LEASING AND RENTING OF UNITS**

Except as set forth below, only a "permitted person" shall be a resident in any unit. Occupancy of a unit by an individual who is not a "permitted person" under a lease or rental agreement is permissible only if a "permitted person" also remains a resident in the unit at the same time. Furthermore, occupancy of a unit by an individual who is not a "permitted person" with the permission of an owner other than under a lease or rental agreement is permissible only if a "permitted person" also remains a resident in the unit at the same time. If and when a "permitted person" is no longer a resident in the unit, any non-owner occupant (whether by lease or rental agreement or by permission) must vacate the unit. For purposes of this section only, a "permitted person" is defined to be a person who is an "owner" within the meaning of SECTION 4 of ARTICLE II above or a person who is the grantor or settlor of a revocable trust (i.e. a trust over which the grantor or settlor retains the power of revocation) which trust is an "owner" within the meaning of SECTION 4 of ARTICLE II above; furthermore, a "permitted person" is also defined to be any relative of such a person within the first degree of kinship to an owner as determined in accordance with Wisconsin Statutes §990.001. Any lease or rental agreement with respect to a unit must be in writing and must be executed by both the tenant and the owner of the unit; any such agreement and the parties to such agreement are subject to the provisions of Wisconsin Statutes §703.24 and Wisconsin Statutes §703.315. In the event of a violation of the provisions of this SECTION, the association shall have the right to seek a court order compelling compliance with the provisions of this SECTION and also the right to recover \$10.00 per day as liquidated damages for each day of violation; furthermore, the association shall have the right to recover all reasonable costs, including attorney fees, incurred by the association in obtaining such court order and/or an award of liquidated damages. Any unit which was leased or rented at the time this SECTION became effective may continue to be leased or rented until such time as the existing tenant vacates the unit; once the existing tenant vacates the unit, the unit shall then be subject to the provisions of this SECTION.

SECTION 2A. MINIMUM TERM OF LEASE/RENTAL

[This section is intentionally left blank]

SECTION 3. LEASE OR RENTAL DEPOSIT

In addition to compliance with the provisions of SECTION 2 of this ARTICLE above and subject to and in accordance with the provisions of SECTION 2 of ARTICLE IV of the declaration, the owner of any unit being leased or rented shall deposit with the association an amount equal to 15 times the monthly general assessment for the unit at the time the lease or rental agreement is executed.

NOTICES

TUCKAWAY CREEK HOMEOWNERS ASSOCIATION

Directors:

Robert Schueler	Jim Taylor
Walter Nowicki	Sue Haase
Dorothy Gunderson	Lisa Christiansen
Tom Petlewski	

REMINDER FOR ALL OWNERS

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MAKE SURE THE CLOSING AGENT COLLECTS THE TRANSFER FEE. THE FEE
IS CURRENTLY THE AMOUNT OF ONE QUARTERLY DUES PAYMENT.

DATE THAT THIS MOTION WAS PASSED
MARCH 9, 1993

TO EACH AND EVERY UNIT OWNER OF TUCKAWAY CREEK CONDOMINIUMS:

PLEASE TAKE NOTICE, that the Homeowners Association, at it's Board of Directors Meeting held March 9, 1993 a motion was passed authorizing a non-refundable transfer fee equal to one quarterly dues payment, payable at the time of closing by the buyer.

PLACE THIS NOTICE into your DECLARATIONS or with your personal real estate papers. It is the sellers responsibility to pass this information onto the next owner.

ANY MEMBER MAY OBTAIN A COPY OF THE BOARD MEETING MINUTES BY
CALLING OGDEN & COMPANY, INC., AT 414/352-9200.

By The Board of Directors of
Tuckaway Creek Condominiums

March 8, 1997

Tuckaway Creek Condominium Association

Board of Directors

Bob Schueler	Sherri Ellefson
Steve Szymanski	Jim Lemke
Tom Petlewski	Carole Lilly
Bill Schultz	

Notice of Rule Adoption

At the March 27th, 2007 Board of Directors meeting, the Board approved the following supplemental parking rule regarding commercial vehicles. This rule supplements the current parking regulations described in Article IV sections 2, 3 and 3A of your condominium declarations.

Effective Date

27-Mar-2007

Please keep this with your condominium declarations, by-laws and amendments.

Tuckaway Creek Condominium Association
Board of Directors

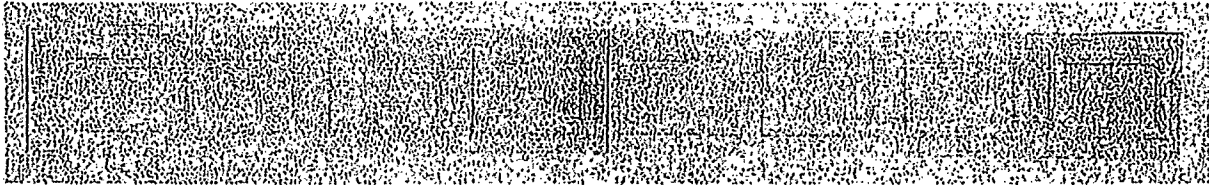
Parking Rule

Parking of commercial vehicles outside on condominium property is prohibited. Parking of a commercial vehicle is permitted within the garages. Commercial vehicles would be defined as having any of the following: a commercial registration, commercial signage attached or painted on, or a commercially discernible exterior. This does not prohibit the temporary parking of commercial vehicles while they are performing a service or delivery on condominium property.

Tuckaway Creek Condominium Garage Door Replacement Guidelines

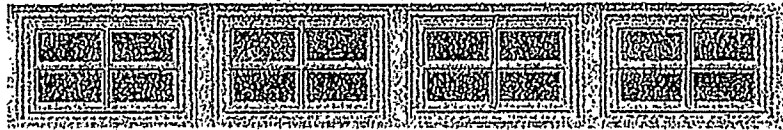
If you are replacing your garage door, the following guidelines must be adhered to:

1. Unless you are replacing the garage door or sections of your garage door with the identical wood type construction, the Board must approve all exterior changes to the condominium including garage doors. Please present your door proposal to the Board for approval prior to the purchase or installation of the doors.
2. Wood replacement doors or door sections must be painted to match the current color scheme of your building within a reasonable period of time following installation.
3. Non-wood door replacements are permissible, but both units must agree on the same door, same manufacturer, same color and both installations must occur within a reasonable period of time as determined by the Board.
4. Pre finished non-wood doors are permissible but must adhere to the following guide lines.
 - 4.1. Door must have raised "traditional", "short" or "classical" 8 panel design per section. See below:

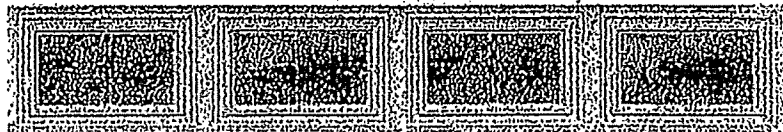


- 4.2. The Board recommends an insulated type with of R value of 6 or greater.
- 4.3. If a stock color door is used and it does not match your base color or trim color, the unit colors must be painted to match the door color following the installation.
- 4.4. If the stock color door does not match your base color or trim color, you may have the door custom painted to match your unit colors prior to installation or painted after the installation.
- 4.5. Windows are permitted in the upper most section of the door. Window style can only be as shown below:

Windows with grids



Windows without grids



- 4.6. The following door manufacturers are recommended:

- 4.6.1. Door Link Manufacturing
- 4.6.2. Ideal Door Company
- 4.6.3. C.H.I. Overhead Door

EXECUTIVE SUMMARY

EXECUTIVE SUMMARY

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 material. It is not a substitute for a professional review of the condominium documents.*

Condominium Name: Tuckaway Creek Condominiums

How is the condominium association managed?

- What is the name of the condominium association? Tuckaway Creek Condominium Association
- What is the association's mailing address? 16535 W. Bluemound Rd., Ste. 120, Brookfield, WI 53005.
- 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? Camco Management, Inc. (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? 16535 W. Bluemound Rd. Ste. 120, Brookfield WI 53005
phone 262-796-2140, Fax 262-796-2146, EMAIL camco@camcōmgmt.net

♦ For specific information about the management of this association, see _____

What are the parking arrangements at this condominium?

- Number of parking spaces assigned to each unit: 4 How many Outside? 2 How many Inside? 2
☐ 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 (including 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? Condominium documents
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? In spaces assigned to the unit or on the street per
condominium documents.
*What are the parking restrictions at this condominium? Vehicles are restricted to passenger cars
and trucks no larger than a standard pickup. Boats, trailers of any sort, or motor homes are not
allowed to be parked outside of the garage.

♦ For specific information about parking at this condominium, see Declarations Article IV section 3 and 3A

May I have any pets at this condominium?

- ☐ No ☒ Yes What kinds of pets are allowed? Birds, cats, fish.
What are some of the major restrictions and limitations on pets? Pets are restricted to the inside of
the unit unless they are in a pet carrier. No exotic pets and the number of pets is restricted to 2
including guest pets.

♦ For specific information about the condominium pet rules, see Pet rules

May I rent my condominium unit?

- ☐ No ☒ Yes What are the major limitations and restrictions on rental unit? Only a "permitted person" shall be a resident in any unit. A permitted person is either an owner, grantor or settlor of a revocable trust, or a person who is within the first degree of kinship to an owner. A non-permitted person may lease provided a permitted person remains in residence.

♦ For specific information about renting units at this condominium, see Declarations Article IV section 2, Amended Bylaws Article XII section 2, 3 and 4.

Does this condominium have any special amenities and features?

- ☐ No ☒ Yes What are the major amenities and features? Swimming Pool 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 Declarations Article IV section 3

What are my maintenance and repair responsibilities for my unit?

- A Unit Owner must maintain and repair all elements interior and on the exterior of the building including limited common elements. All elements shared by unit owners must be shared.

♦ For specific information about unit maintenance and repairs, see Declarations Article II section 2 and Amendment 3.

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: Board of Directors/Management Company solicits bids and authorizes work to be performed.
- How are repairs and replacement 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, Declarations Article II section 2 and Amendment 3.
- How are repairs and replacements of the limited common elements funded? ☐ Unit Owner assessment ☐ Reserve Funds ☐ Both ☒ Other (specify): Unit owner is responsible for maintaining and repairing limited common elements.

♦ For specific information about this condominium's common element maintenance, repairs and replacements, see Declarations Article IV section 10.

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 Declarations Article VI section 3 and 4.

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-owner 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: _____

♦ 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 fees during the developer control period, see _____

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

- Describe the rules, restrictions and procedures for altering a unit: see Amendment 3
- Describe the rules, restrictions and procedures for enclosing limited common elements: Board of Director approval is required prior to any alteration of limited common elements.

♦ For specific information about unit alterations and limited common elements enclosures, see Amendment 3.

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 Bylaws Article XIV Amendments

Other restrictions of features (optional): _____

This Executive Summary was prepared on 31-Mar-2006, revised 24-Nov-2009 for rental by-law change by Association President

Robert A. Schueler President
Robert A. Schueler

Vice President

Secretary or Treasurer

*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.

POOL RULES

TUCKAWAY CREEK CONDOMINIUM ASSOCIATION

POOL RULES

1. POOL HOURS ARE 7:00 A.M. TO 10:00 P.M.
2. NO DIVING OR RUNNING IS PERMITTED.
3. NO FOOD IS PERMITTED INSIDE THE GATED POOL AREA.
4. NO GLASS IS PERMITTED INSIDE THE GATED POOL AREA.
5. NO SMOKING IN THE GATED POOL AREA.
6. ALL GUESTS MUST HAVE AN ADULT RESIDENT PRESENT.
GUESTS CAN NOT BE LEFT UNATTENDED FOR LONGER THAN
10 MINUTES. (RESIDENCY STATUS IS DETERMINED BY THE
BOARD AND RECORDED AT THE MANAGEMENT CO.)
7. CHILDREN THAT ARE UNDER 16 YEARS OF AGE MUST HAVE
AN ADULT RESIDENT PRESENT AT ALL TIMES AND EACH
GUEST CHILD 4 YEARS OF AGE AND YOUNGER MUST HAVE
EXCLUSIVE ADULT SUPERVISION.
8. EXCESSIVE NOISE THAT DISRUPTS OTHER RESIDENTS AND
GUESTS WILL NOT BE TOLERATED.
9. ONLY RADIOS WITH EARPHONES ARE PERMITTED.
10. ALL PERSONAL BELONGINGS MUST BE REMOVED WHEN
LEAVING THE POOL AREA.
11. NO FLOATING MATTRESSES WHEN THE POOL IS CROWDED.
12. NO PRIVATE CALLS ARE TO BE MADE FROM THE POOL
TELEPHONE. THIS PHONE IS FOR EMERGENCIES ONLY.

THIS IS A **PRIVATE** AND **LICENSED** POOL AND IS GOVERNED BY
REGULATIONS MANDATED BY THE STATE OF WISCONSIN.

MISC

**CONDENSED VERSION OF DOCUMENTS, DECLARATION
& BY-LAWS OF TUCKAWAY CREEK CONDOMINIUM
ASSOCIATION, INC.
(SEE CONDO BOOK FOR DETAILS IN FULL)**

1. Owner bears the cost of all exterior and interior maintenance and repairs including limited common areas to serve their unit (Amendment #3 to Declaration of T.C.C.A.).
2. The Board members have to approve any and all requests for exterior alterations before any work is started. Examples: such as alteration of exterior paint color, roofs, chimneys, vents, gutters, flashings, porches, decks, exterior building surfaces, walks, patios, railings, lighting fixtures, etc.
3. No pets EXCEPT house cats (max of 2), fish, turtles or other small aquatic creatures, birds (max of 2) are allowed, all of which must be kept within a condominium unit. NO pets are allowed on condo grounds. (Amendment # 4)
4. Board (Association) approval necessary to lease a unit (See Article IV, Section 2).
5. No person may keep or store anything on any portion of the common areas.
6. No overnight parking on or along Tuckaway Creek Dr. between the hours of 3:00 A.M. and 6:00 A.M. Parking during other hours restricted to no more than a period of 6 hours.
7. No boat, equipment, trailer, motor home, house trailer, or truck larger than the standard pick-up truck is permitted to be parked outside the garage.
8. No outdoor cooking equipment is to be used on any wooden surfaced area (Storage of this equipment upon such wood surfaced areas is permitted).
9. Repair and Maintenance of Tuckaway Creek Dr (road, curbs, gutter, sewer, water, electrical or gas) is the responsibility of the Association as directed by the Board.
10. Wooden walkway and path surrounding entire complex is for walking only for owners and guests (no bicycles, roller blades, other vehicles, or pets of any kind allowed at any time).
11. Watering of all lawns is done by owner living in that area. (No sprinkling system provided).
12. Wood combination storm door for front entrance approved by Board is a model "Ultra-View" by Milwaukee Millwork. As an alteration, Board approval required for first time installation.
13. Recycling collection is every other week on Friday and Trash collection every Friday. Trash should be in sealed plastic bags or containers. Do not put trash out a day ahead as raccoons will break open and make a mess.
14. **SWIMMING POOL & GAZEBO:** A key is provided for residents for the lock on the swimming pool entrance gate. Please lower sun umbrellas after use and be sure to lock the pool gate when leaving the pool. Pool rules posted on Bulletin Board.
15. Speed limit within the Tuckaway Creek Condominium complex is 15 mph.
16. NO displayable signs allowed in complex except Condo "For sale" sign (one) allowed in 2nd story window. Day of Open House (one) flag allowed in front of unit for sale.

THE ABOVE APPLIES TO ALL RESIDENTS AND THEIR GUESTS!

Luckaway Creek Condominium

Association

Maintenance/Repair Responsibility Guidelines

Description	Maintenance/Repair	
	Homeowner	Association
Snow Removal Street, Drives, and Walks (snowfall amount over 2")		√
Cutting Grass		√
Trimming Trees and Shrubs		√
Painting of Building	√	
Electrical Wiring, Fixtures and Meter Base for Street, Pool and Mailboxes		√
Electrical Wiring, Fixtures and Meter Base for Buildings	√	
Water Laterals for Pool		√
Water Laterals for Buildings	√	
Sump Pump	√	
Cable TV Wiring	√	
Driveways	√	
Brick Paved Walkways and Patios for Buildings	√	
Common Brick Paved Areas and Wood Walkway		√
Gutters	√	
Wood Decks Associated with Buildings	√	
Roofs	√	
Street Roadway and Curbing		√
Siding, Trim and Windows	√	
Chimney, Flashing and Vents	√	
Telephone Lines	√	
Gas Lines	√	
Garage Door and Exterior Doors	√	
Furnace	√	
Air Conditioning	√	
Pool Plumbing and Filtering System		√
Building Plumbing	√	
Gazebo		√
Cutting Down of Dead Trees & Replacement of Trees/Shrubs		√
Critter and Insect Removal in Buildings	√	

