

2016
DECEMBER

TUCKAWAY CREEK CONDOMINIUMS DOCUMENT CONTENT

Tuckaway Creek Condominium Association

Maintenance/Repair Responsibility Guidelines

Description	Homeowner	Association
Snow removal street, drives and walks (snowfall amount must be over 2")		√
Grass cutting		√
Trimming of trees and shrubs (except within limited common areas)		√
Painting of buildings	√	
Maintenance of electrical wiring, fixtures and meter bases for street, pool and mailboxes		√
Maintenance of electrical wiring, fixtures and meter bases for buildings	√	
Water laterals for pool		√
Water laterals for buildings	√	
Maintenance and replacement of sump pump	√	
Maintenance of cable TV wiring	√	
Maintenance and replacement of driveways	√	
Maintenance and replacement of brick paver walks and patios for buildings	√	
Maintenance and replacement of common brick paved walks and wood walkway		√
Maintenance and cleaning of gutters	√	
Maintenance and replacement of wood decks associated with buildings	√	
Maintenance and replacement of roofs	√	
Maintenance and replacement of roadway and curbing		√
Maintenance and replacement of siding, trim and windows	√	
Maintenance of chimney, flashing and vents	√	
Maintenance of telephone lines	√	
Maintenance of gas lines	√	
Maintenance and replacement of garage and exterior doors	√	
Maintenance and replacement of furnace and air conditioner	√	
Maintenance and replacement of pool plumbing and filtering system		√
Maintenance and replacement of building plumbing	√	
Maintenance and repair of pool gazebo		√
Maintenance and replacement of entrance wall, pool wall, pool fence and retaining walls		√
Removal & replacement of dead trees and shrubs		√
Removal and treatment of critters and insects in buildings	√	

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Tuckaway Creek Condominium Association

Board of Directors

Bob Schueler
Steve Szymanski
Tom Petlewski
Bill Schultz

Sherri Ellefson
Jim Lemke
Carole Lilly

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 CONDOMINIUMS

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DISCLOSURE MATERIALS

DISCLOSURE MATERIALS
TUCKAWAY CREEK CONDOMINIUMS
South 76th Street and West Forest Hill Avenue
City of Franklin, County of Milwaukee
State of Wisconsin

The Developer (Declarant) is Tuckaway Creek Development Corporation, a Wisconsin Corporation, having its principal offices at 2719 South 60th Street, Milwaukee, Wisconsin 53219.

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

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

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

In compliance with the Disclosure Requirements as set forth in Section 703.33, Wisconsin Statutes, copies of the following are herewith delivered to you:

1. **DECLARATION OF CONDOMINIUM OWNERSHIP.** The Declaration establishes and describes the condominium, the units, the limited common and common areas. The Declaration begins in Page #3.

2. **BY-LAWS.** The By-laws contain rules which govern the condominium and effect the rights and responsibilities of the unit owners. The By-laws begin on Page #31.

3. **ARTICLES OF INCORPORATION.** The operation of a condominium is governed by the Homeowners Association, of which each unit owner is a member. Powers, duties and operation of the Homeowners Association are specific in it's Articles of Incorporation. The Articles of Incorporation begin on Page #50.

4. **MANAGEMENT AND EMPLOYMENT CONTRACTS.** Certain services are provided to the condominium through contracts with individuals or private firms. At this time there are no such contracts to disclose.

5. **ANNUAL OPERATING BUDGET.** The Homeowners Association incurs expenses for the operation of the condominium which are assessed to the unit owners. The operating budget contained herein is an estimate of those expenses. (plus replacement reserves). Note that these assessments are based upon annual estimates and are charged each unit owner on a monthly basis. In addition to these assessments, the unit owner may be responsible for mortgage, utility, real estate tax, water and sewer charges and other expenses related to owning real estate within the municipality in which the condominium is located. The initial estimate of the Budget is attached as Exhibit 'A'.

6. **LEASES.** Units in this condominium are not sold subject to any leases of property or facilities which are not a part of the condominium.

7. **CONDOMINIUM SITE MAP AND FLOOR PLANS.** The declarant has provided a floor plan of the units being offered for sale and a map of the condominium site which shows the location of each unit, all facilities and common areas which are part of the condominium. The condominium site map and floor plans are attached as beginning with Exhibit 'B'.

DECLARATION

TUCKAWAY CREEK - DECLARATION

DECLARATION OF CONDOMINIUM OWNERSHIP FOR

TUCKAWAY CREEK CONDOMINIUMS

THIS DECLARATION, made this 4th day of September, 1984, by Tuckaway Creek Development Corporation, a Wisconsin Corporation, hereinafter referred to as the "Declarant".

WITNESSETH

WHEREAS, the Declarant is the owner in fee simple of certain real estate hereinafter described, located within the City of Franklin, County of Milwaukee, State of Wisconsin; and

WHEREAS, the Declarant intends to construct upon said real estate, various buildings, upon locations as designated on the condominium plat attached hereto as Exhibit 'B', such that there may be as many as 40 single family living units, located in as many as 20 buildings, together with improvements, including attached one and two car garages, driveways, landscaping, streets, pedestrian walkways and such other areas, fixtures, equipment and facilities related thereto or to be used in connection therewith, and any subsurface or surface improvements consisting of sanitary and storm sewers, water service, electric, telephone, natural gas, electronic communication cables and any other facilities.

WHEREAS, the Declarant intends to and does hereby submit said real estate and all improvements which shall be constructed thereon subsequent to this date, and all rights and privileges relating thereto, to the provisions of the Wisconsin Condominium Ownership Act, Chapter 703, Wisconsin Statutes (hereinafter referred to as the "Act").

WHEREAS, it is the intent of the Declarant to establish certain rights, conditions, restrictions, covenants and easements in, over and upon said real estate for the benefit of the Declarant and all future owners or occupants of any portion of

TUCKAWAY CREEK - DECLARATION

said real estate, and any unit or units thereon, and to provide for the proper and harmonious use of the property and all the units; and

WHEREAS, it is the intent of the Declarant that all individual owners, mortgagees, occupants and any other individuals who acquire an interest in said real estate, shall at all times enjoy the benefits of and hold their interests subject to the rights, conditions, restrictions, covenants and easements set forth in this Declaration, all of which have been established to enhance and promote the desirability and attractiveness of said real estate together with the condominium concept as hereinafter set forth.

NOW THEREFORE, the Declarant, as the title holder of the real estate referred to above and which is described at greater length hereinafter, DECLARES AS FOLLOWS:

ARTICLE I

LEGAL DESCRIPTION OF REAL ESTATE AND DEFINITIONS

SECTION 1. LEGAL DESCRIPTION OF REAL ESTATE.

The real estate which is hereby submitted and subjected to the provisions of the Act, is legally described as follows:

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, State of Wisconsin.

Said real estate together with all improvements thereon and

TUCKAWAY CREEK - DECLARATION

appurtenances thereto shall be known as TUCKAWAY CREEK CONDOMINIUMS.

Unit numbers, which also serve as that unit's mailing address are listed and described on attached Exhibit B1.

SECTION 2. DEFINITIONS.

a. "Association" shall mean and refer to the TUCKAWAY CREEK HOMEOWNERS' ASSOCIATION, INC., a corporation formed as a non-profit corporation, with stock, pursuant to Chapter 181, Wisconsin Statutes.

b. "Owner" shall mean and refer to the record owner, whether singular or plural, persons or entities, of fee simple title to a unit. This shall not be deemed to include any person or entity who may hold an interest as a security for the performance of an obligation.

c. "Unit" shall mean that portion of the real estate which is subjected to this Declaration, consisting of a portion of a residential building constructed on the aforementioned real estate, each such unit having a separate entrance, with enclosed rooms or areas contained in said building, more particularly described hereinafter, and as set forth in the floor plans attached hereto beginning with Exhibit 'C'.

d. "Unit Number" shall mean the number assigned as the mailing address for a particular unit.

e. "Building Number" shall mean that number assigned to each building.

f. "Common Elements" shall mean, unless otherwise more specifically provided, the common areas and facilities consisting of the real estate described herein and the improvements thereon, excepting therefrom the units, limited common elements and any improvements or installations for or by public utilities or other community services.

TUCKAWAY CREEK - DECLARATION

g. "Limited Common Elements" shall be those common elements which are identified hereinafter, which are specifically reserved for the exclusive use of one or more owners, but in no event, for all the owners.

h. "Declarant" shall mean the TUCKAWAY CREEK DEVELOPMENT CORPORATION.

i. "Mortgage" shall mean any mortgage or other security instrument which creates a lien on a unit or any part thereof.

j. "Mortgagee" shall mean any person or entity named as a mortgagee under any mortgage in which the interests of any owner are encumbered.

k. "Majority" shall mean that group of owners whose votes, when added together, exceed 50% of the total votes entitled to be voted, who are represented in person or by proxy.

l. "Person" shall mean an individual, corporation, partnership, association, trust or other legal entity.

ARTICLE II

UNITS AND BUILDINGS

SECTION 1. UNIT IDENTIFICATION.

Each unit shall be specifically designated by a unit number as set forth in Exhibit B1, attached hereto.

In addition to the enclosed rooms comprising the unit, each unit shall have constructed an enclosed garage consisting of either one or two vehicle stalls. The driveway area beginning at a point 25 feet from, and running to the garage front exterior

TUCKAWAY CREEK - DECLARATION

wall, and bounded on either side by either the landscaped area or the center line of the building party wall shall be designated as being that unit's surface parking area, a limited common area of that unit of which it is intended to serve.

Each deed, lease, mortgage or other instrument may legally describe a unit by its unit and building number, and each such description shall be deemed to include that unit's designated surface parking area.

SECTION 2. UNIT DESCRIPTION.

It is the intent of the Declarant to subject all the real estate described herein and on Exhibits attached hereto, to the Act and in so doing, to construct, in phases, 40 units on all the real estate, once all phases are constructed, if the Declarant chooses to do so. The Declarant reserves the exclusive right in determining how many units shall be constructed in each phase of the condominium, and as to the design and style of each such unit or building to be constructed, with a maximum total number of units to be built, not to exceed 40 units.

The boundaries of each unit shall consist of that area which has vertical boundaries of the inner surface of the exterior or party walls bounding each unit; the lower horizontal boundary of the unit shall be the plane of the upper surface of the concrete slab which is the lower floor of each unit and the upper horizontal boundary shall be the plane of the inner surface of the upper level ceilings. The unit shall also include all attached exterior decks or detached patios that may have been constructed by the Declarant, for the exclusive use of that unit to which they are located. Attached decks are to be considered part of the Unit and detached patios are to be described as Limited Common Elements in favor of the Unit to which they are located to serve. Also, each unit includes all windows and glazing thereof, entrance doors and frames and exterior lighting fixtures except that it shall be the duty of the Association to determine the color of and to paint all exterior surfaces including the entry doors and window trim and to determine the

TUCKAWAY CREEK - DECLARATION

style and type of any exterior lighting fixture. No unit owner is permitted to paint or otherwise modify any building exterior without the written approval of the Association.

Each unit shall have either a one or two stall attached garage, the verticle boundaries of said garage being the inner surface of the exterior or party walls bounding each garage, the lower horizontal boundary being the upper surface of the floor concrete slab and the upper boundary being the underside of the ceiling joists. The garage overhead door maintenance (with the exception of the exterior painting) is the responsibility of the unit to which it serves.

All installations of all of the utilities which provide electrical power, lighting, gas, heat, hot or cold water, air conditioning or any other apparatus which is intended for the exclusive benefit of the unit, shall be considered a part of that unit.

Those buildings that have installed a sump pump and that unit to which the sump pump is located is entitled to compensation from the other unit benefitting from such sump pump installation. The Association shall set the compensation to be awarded to the unit owner in which the sump pump is located, such compensation being made payable at least quarterly. In the event of sump pump failure in which repairs/replacement is required, the cost of such repair/replacement shall be borne equally by the two benefitting living unit owners. In no event shall the Association declare compensation due at an amount less than \$12.00 annually.

SECTION 3. BUILDING DESCRIPTION.

A building is described as the structure containing the Units, having a foundation, exterior walls and roof. The Declarant reserves the right to construct no more than 20 buildings on all the real estate. A building, for the purpose of this description does not include structures that may be used for purposes other than to contain units, such as utility buildings, lawn gazebos, etc.

TUCKAWAY CREEK - DECLARATION

ARTICLE III

COMMON AND LIMITED COMMON AREAS

SECTION 1. OWNERSHIP OF COMMON AREAS.

Each unit owner shall own an undivided interest in the common areas as a tenant-in-common with all other unit owners of the condominium, and, except as otherwise restricted in this Declaration, shall have the right to use the common elements for all purposes incidental to the use and occupancy of each owner's unit, and for such other incidental uses which might be permitted by this Declaration, which rights shall be appurtenant and run with each unit. The percentage of ownership for each unit owner shall always be 1/40th of all the real estate.

Each unit owner's use or enjoyment of these common elements shall be subject to such easements as may have been granted or may hereafter be granted to any municipality or to public utilities.

SECTION 2. DESCRIPTION OF COMMON AREAS AND FACILITIES.

The common areas and facilities shall consist of:

- a. The real estate on which the buildings are located;
- b. The foundations, supporting members and walls, exterior and party walls and roofs and attics of the buildings;
- c. The areas set aside for parking and passage of vehicles, including the private street known as Tuckaway Creek Drive, which street is owned and maintained by the Association, excepting therefrom those surface parking areas specifically assigned to designated unit owners and which are classified as limited common

TUCKAWAY CREEK - DECLARATION

areas;

d. Any area not specifically described as the unit or limited common area.

SECTION 3. DESCRIPTION OF LIMITED COMMON AREA.

The limited common areas consist of the driveway from the street to the exterior surface of the garage overhead door, the service walk leading from the driveway to the unit entrance doors, patios or decks not attached to the unit but whose use is intended for that units exclusive use.

SECTION 4. NO PARTITION OF COMMON AREAS.

No partition of the common areas through judicial proceedings, or otherwise, shall be permitted until this Declaration is terminated and the real estate controlled hereunder is withdrawn from its terms or from the terms of any statute applicable to condominium ownership; provided, however, that nothing herein shall be deemed to prohibit a voluntary or judicial partition of the unit ownership between co-owners who may own the unit as either joint tenants or tenants-in-common.

ARTICLE IV

RIGHTS AND OBLIGATIONS OF OWNERS

SECTION 1. OWNERS RIGHT OF INGRESS AND EGRESS AND SUPPORT.

Each unit owner shall have the right of ingress and egress over, upon and across the common areas and such rights shall be appurtenant to and shall run with each unit. Any conveyance of a

TUCKAWAY CREEK - DECLARATION

unit shall be deemed to carry with it these rights.

SECTION 2. USE OF UNITS.

Each unit shall be used for residential purposes only. Leasing or renting of a unit for residential purposes shall not be considered to be a violation of this covenant.

Any unit owner wishing to lease a unit shall first notify the association of the name or names of the prospective tenant(s) and shall be required to deposit with the association an amount of money as more particularly described in the By-laws, Articles XII, Sections 2 and 3. This deposit shall be retained by the association to be used to offset any damage caused to the common areas by said tenant or said tenants invitees. Upon termination of said tenancy, the association shall ascertain what, if any, damages are to be deducted from said deposit, and at a maximum shall return eighty percent (80%) of the deposit less any off-setting charges for any damages levied against said deposit. In the event damages, if any, exceed the deposit amount available for refund to the unit owner, the additional amount due for said damages shall be assessed against the unit which was the subject of the tenancy, and, if remain unpaid for a period of more than ten (10) days from date of notice to the unit owner, shall become a valid lien on said unit, which lien shall be for the association. The twenty percent (20%) of the deposit to be paid to the association is to cover the expense the association to administer the rental (See also By-laws, Article XII, Section 2).

Any living unit which is rented shall not be occupied by more than 3 persons of any age and any such rented unit shall be permitted no more than 2 vehicles within the rented units garage or upon the condominium grounds.

SECTION 3. USE OF COMMON AREAS.

The Declarant intends that once all development of the common area has been completed and during the period prior thereto as hereinafter discussed, the use and enjoyment of all

TUCKAWAY CREEK - DECLARATION

the common areas are to be unrestricted as to any owner or that owners' invitee, except as provided and may be established by the association. No person shall alter, construct, remove, erect or do anything which might obstruct the common areas, or which may interfere with the unrestricted use and enjoyment of the common areas. No person may keep or store anything on any portion of the common areas, except as may be provided herein, and no placement of garbage or rubbish containers may be placed or kept in or on any common areas, except in or on those areas designated by the Declarant therefor.

Parking of vehicles along or upon the private roads for a period of time NOT EXCEEDING SIX (6) HOURS shall be permitted between the hours of 6 A.M. and 3 A.M. No overnite parking is permitted along or upon the private roads.

SECTION 3A. USE OF LIMITED COMMON AREAS.

No unit occupant is permitted to keep on the unit's limited common area any unsightly, obnoxious or otherwise unattractive personal property. The parking of vehicles which are disabled or in any way determined to be detrimental to the general appearance of the condominium, is strictly prohibited.

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.

No laundry, garments or other personal property is to be visible on any porch or patio deck or upon any limited common area.

No outdoor cooking equipment is to be used on any wooden surfaced area (storage of this equipment upon such wood surfaced areas is permitted).

No rubbish containers of any kind are to be left in view of any living unit unless for purposes of collection.

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SECTION 4. PROHIBITIONS.

Owners shall not do anything which would increase the rate of any insurance premium regarding the condominium, over the cost of said insurance rates existing immediately prior to such activity. Nothing may be done or kept in any unit or garage, upon any limited common area or common area, which would be in violation of any law, association rule or any regulation, whether such regulation is established by the association or any governmental agency.

No damage to the common areas shall be committed by any owner or his invitee. Any damage caused by any owner or his invitee shall be the sole liability of that owner, and that owner shall immediately proceed to make the repairs required and if the required repairs are not completed within the time period deemed reasonable for such repair, the association shall proceed to have the required repairs completed, assessing the responsible owner the actual costs incurred plus an additional amount equal to 100% of the costs to cover association inconvenience and overhead.

No noxious, destructive or offensive activity may be carried on in any unit or upon common areas by any owner or his invitees. No activity shall be carried on by any owner or his invitee which is or may become an annoyance or nuisance to any other owner or other person lawfully residing in a unit.

SECTION 5. ANIMALS OR PETS.

No animals, including dogs and cats are to be permitted upon the condominium grounds nor may they be kept within the living units.

Invitees of unit occupants may not bring any animal or pet into the condominium complex.

TUCKAWAY CREEK - DECLARATION

SECTION 6. RULES AND REGULATIONS.

The Association shall, from time to time, adopt rules and regulations governing the use of the units, limited common areas and common areas which rules and regulations shall be obeyed by the unit owners, their invitees and any other person or persons entering upon the condominium real estate.

SECTION 7. SEPARATE MORTGAGES OF UNITS.

Each unit owner shall have the right to mortgage or encumber his respective unit, together with that unit's interest in the common areas. No unit owner shall have the right or authority, unless expressly granted by another unit owner, to mortgage or otherwise encumber, in any fashion whatsoever, the property, or any part thereof, of any other unit owner, or any ownership interest in the common areas other than his own. Each unit owner shall file with the Board of Directors of the Association, the name and address of his mortgagee(s), if any, and said mortgagee(s), if any, shall be entitled to the notices as set forth in Article VII, Section 10, if said mortgagee(s) file a request with the Association, to receive same.

SECTION 8. SEPARATE REAL ESTATE TAX KEY NUMBERS AND BILLS.

It is intended and understood that real estate taxes are to be separately levied to each unit, for its respective improvements, plus that unit's proportionate share of taxes due for the common areas, as provided in the Act.

SECTION 9. SEPARATE WATER AND SEWERAGE CHARGES.

Each unit having been furnished its own water metering device, shall be responsible to the municipality for the water and sewerage charges levied for use of water to that unit.

*Notice sent to all
Homeowners*

TUCKAWAY CREEK HOMEOWNERS ASSOCIATION

Directors:

Thomas Masiakowski	Clifford Gundersen
David Nowicki	Leslie Mathson
Richard J. Kaerek	Shirley Hill
Michael J. Kaerek	

=====

NOTICE OF RESOLUTION ADOPTING FINES FOR VIOLATIONS
OF DECLARATION ARTICLE IV - SECTION 5
(Prohibition of Pets and Animals)

MAILING DATE OF THIS NOTICE
July 20, 1987

TO EACH AND EVERY UNIT OWNER OF TUCKAWAY CREEK CONDOMINIUMS:

PLEASE TAKE NOTICE, that the Board of Directors, at it's meeting of July 18th, 1987 passed and adopted a resolution and made such resolution a part of the association by-laws, a schedule of fines to be levied each and every unit owner found to be violating the restriction prohibiting the keeping and housing of pets upon the Tuckaway Creek condominium grounds (see Declaration Article IV - Section 5).

In summary, each unit owner has been given a grace period commencing from the date of this notice and lasting through 90 days from such date, to dispose of any pet or animal they may have and commencing with the 91st day from this notice, those unit owners remaining in violation shall be fined \$50.00 for each month or any part thereof and commencing with the 181st day from this notice, those unit owners yet remaining in violation shall be fined \$100.00 for each month or any part thereof.

Additionally, each unit owner will be held liable to the association for any violation of this restriction that may be made by their tenants or other occupant of their units or by violations of their guests or invitees.

OTHER ACTIONS OF THE BOARD ON JULY 18TH, 1987:

Defeated the proposed purchase of building site #16.
Accepted permanently the Third Amendment to Declaration.

ANY MEMBER MAY OBTAIN A COPY OF THE JULY 18TH, MEETING
MINUTES BY CALLING 321-5300

By The Board of Directors of
Tuckaway Creek Condominiums

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As the buildings water meters are centrally located within one of the two living units, the living units water meter placed within the other unit is deemed to have been granted an easement for the meters access for maintenance and repair.

SECTION 10. MAINTENANCE, REPAIR AND REPLACEMENT OF UNITS.

All maintenance, repairs and replacements to the common areas and facilities, the limited common areas and facilities, whether located inside or outside of the units, unless necessitated by the negligence, misuse, neglect or intentional acts of a owner or his invitee, shall be made by the Association and assessed to all unit owners as a common expense, excepting, however, any maintenance required to building sewer systems, which, if it is not possible to determine which unit is responsible for the maintenance, each unit in the building needing service shall pay the cost of any required sewer maintenance equally with all other units located within said building.

The owner shall furnish, at his own expense, and be responsible for, all maintenance, repairs and replacements of the interior of his unit, together with any utility fixtures, mechanical equipment and any other apparatus which serves only his unit, including any other equipment located within his unit, and glass, screens, doors, windows (and associated hardware) appurtenant to his unit. All replacements and repairs made by any unit owner shall be consistent with the original as supplied by the Declarant, so that the exterior appearance of the unit shall not be offended. The expense of maintenance, repairs or replacements as required by this paragraph shall be borne solely by the unit owner.

As may be required by certain building codes, some of the buildings may have installed a sump pump system. As this equipment has been installed for the benefit of that building, should the need arise, any repair or replacement to such sump pump shall be paid for equally by both living units of the building.

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No owner, except as otherwise authorized by the Association, in writing, may do any alterations which would jeopardize the soundness or safety of the property, reduce the value thereof, or impair any easement or hereinditament.

In the event that the need for maintenance, repairs or replacement is caused by the willful or negligent acts of the owner, his family, guests or invitees, the cost of such maintenance, repairs or replacements shall be added to and become a part of the assessments to which such unit is subject, and if not paid by the unit owner when same is deemed to be due, it shall form and create a valid lien, in favor of the Association, pursuant to Article VII, Section 10.

SECTION 11. COMMON SURPLUSES.

All common surpluses shall be treated as common property, owned by each owner in the same portion as that unit owner has in other common property.

ARTICLE V

MEMBERSHIP AND VOTING RIGHTS

SECTION 1. MEMBERSHIP IN THE ASSOCIATION.

Every owner is required to be a member of the Association. If title to a unit is held by more than one person, all the owners shall be Association members. Any person owning more than one unit shall be entitled to one membership for each such unit owned by him. Each such membership shall be appurtenant to the unit upon which it is based and shall be transferred automatically by conveyance of the unit. No person or entity, other than an owner or the Declarant may be a member of the Association, and membership in the Association may not be transferred, except in conjunction with the transfer of the title to a unit or assign-

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ment of Declarants rights and position as Declarant.

SECTION 2. VOTING.

a. **CLASS A.** Class A members shall be all owners with the exception of the Declarant and shall be entitled to one vote for each unit owned. When more than one person shall own a unit, the vote for such multiple owned unit shall be one (1) and shall be cast as the owners determine amongst themselves, but in no event is more than one vote to be cast in respect to any unit. Prior to the time of any meeting of the members at which a vote is to be taken, each unit must file with the Secretary of the Association the name of the owner entitled to cast that units vote.

b. **CLASS B.** The Class B shall be the Declarant who shall be entitled to one vote for each unit owned, whether constructed or not, provided, however, that, notwithstanding the foregoing provisions for voting, the Declarant shall have at least 21 votes until all units are sold, provided, further, that the Declarants control shall cease no later than seven (7) years after the date of the first unit sale or thirty (30) days after the conveyance of 30 units, whichever event occurs first.

SECTION 4. AMPLIFICATION.

The provisions of this Article are to be amplified by the Articles of Incorporation and the By-laws of the Association, provided, however, that no such amplification shall substantially alter or amend any of the rights or obligations of the owners as set forth herein.

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ARTICLE VI

RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

SECTION 1. THE COMMON AREAS.

The Association, subject only to the rights and duties as set forth in this Declaration, shall be responsible for the exclusive management and control of all common areas together with any and all improvements placed thereon (including furnishings and equipment related thereto), and the Association shall keep the same in good, clean, safe, attractive and sanitary condition, order and repair.

SECTION 2. SERVICES.

The Association may obtain and pay for the services of any person or entity to manage its affairs to the extent it deems advisable, including services required for the general benefit of the condominium.

SECTION 3. PERSONAL PROPERTY FOR COMMON USE.

The Association may acquire (and dispose of same by sale or otherwise) and hold for the use and benefit of all the owners any personal property that the Association deems provides a benefit to all unit owners on an equal basis. A transfer of unit ownership shall transfer to the new owner that proportionate share of interest in said personal property.

SECTION 4. RULES AND REGULATIONS.

The Association may make reasonable rules and regulations governing the use of the units, limited common areas and common areas, which rules and regulations shall be consistent with the rights and duties established by this Declaration.

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SECTION 5. IMPLIED RULES.

The Association may exercise any other right or privilege given to it by this Declaration or from the By-laws, and every right or privilege reasonably implied from any right or privilege given to it herein or which may be necessary to effectuate any such right or privilege.

ARTICLE VII

COVENANT FOR ASSESSMENTS

SECTION 1. AGREEMENT TO PAY ASSESSMENTS.

The owner(s) of any units, by acceptance of the deed therefor, whether or not it is expressed in such deed, do covenant and agree to pay to the Association all regular or special assessments together with any other assessments that may be levied by the Association. Such assessments shall be fixed, established and collected from time to time in the manner provided in this Declaration, the By-laws or the Articles of Incorporation.

SECTION 2. PURPOSE OF ASSESSMENTS.

The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the owners and occupants of the units.

SECTION 3. ANNUAL ASSESSMENTS.

a. The Association shall from time to time but at least annually, prepare a budget for the Association and fix the annual

TUCKAWAY CREEK - DECLARATION

assessment for each unit.

b. Although the assessment is levied on an annual basis, any owner may elect to make monthly payments of his annual unit assessment by paying on or before the 1st day of each month an amount equal to 1/12th the annual assessment. All payments of assessments, whether paid annually or otherwise are to be paid in advance of the time period for which the assessments are levied.

c. The annual assessments shall be for and made up of the following assessments, as they may apply:

1. Insurance assessments for the purpose of obtaining all insurance required by the Association. This insurance includes, but is not limited to, obtaining hazard insurance on all buildings located within the condominium and general public liability insurance covering the condominium property.

2. Utility charges of any kind incurred for the operation of any common area or living units owned by the Association and for repairs/replacements of commonly owned personal property.

3. Any other purpose for which assessments shall be levied under the Articles, the By-laws and the Act.

SECTION 4. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS.

In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year for the purpose of:

a. Defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of improvements upon the common areas including fixtures and personal property related thereto.

b. To offset shortages in Association working funds resulting from noncollection of annual assessments or the under-

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estimation of same.

c. Unusual or unpredicted expenses such as cost of collecting annual assessments or enforcement of the provisions of this Declaration, provided however, that any such special assessment shall be approved by assent of at least two thirds (2/3) of the votes of each class of voting members who are eligible to vote at a meeting duly called for this purpose.

d. The cost of initial common area improvements are excluded from the special assessments in this section as such are a cost of the Declarant.

SECTION 5. WORKING CAPITAL.

In addition to payment of regular or special assessments, each initial purchaser of a unit from the Declarant shall pay to the Association, at the time of said first conveyance of the unit, an amount of money equal to two (2) months the estimated monthly assessment. This payment is a one time occurrence, payable only by the first unit purchaser and is to be used to provide working capital for the operation of the Association. These funds are never refundable to any unit owner.

SECTION 6. NOTICE OF MEETINGS.

Notice of any meeting called for the purpose of taking any action authorized under Section 4 of this Article shall be as specified in the By-laws.

SECTION 7. RATE OF ASSESSMENT.

Each unit shall be assessed equally as to the total assessment, whether such assessment is based on the annual operating budget or special to cover unforeseen expenses.

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SECTION 8. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS.

The annual assessments provided for herein shall commence on the first day of the month following the conveyance of the unit. The amount of the assessment due shall be pro-rated to the remaining months of the current year.

SECTION 9. LIEN FOR ASSESSMENTS.

All sums assessed to any unit pursuant to this Article, together with interest accrued thereon as provided herein, shall be secured by a lien on such unit in favor of the Association. Such lien shall be superior to all other liens and encumbrances on such unit, except only for:

- a. Liens for general and special taxes.
- b. Liens created by duly recorded mortgage(s).
- c. Liens recorded prior to the assessment lien.

To evidence a lien for sums due as assessed pursuant to this Article, Declaration or the By-laws, the Association will prepare a written Notice of Intent to File Claim for Lien, setting forth the assessment and date when same was due, the amount remaining unpaid, the name of the owner and a description of the unit. Such notice shall be signed by an officer of the Association. Should the amount due remain unpaid after 60 days from issuance of said Notice of Intent, the Association shall file with the register of deeds, Milwaukee County, a claim for lien and the Association shall immediately commence whatever action becomes necessary, including lien foreclosure proceedings, to collect the monies due of which said lien is the result, together with all permissible costs related thereto.

In the event the aforesaid lien is foreclosed, the Association shall have the right and power to bid at the foreclosure sale or other legal sale and to acquire, hold, convey, lease, rent, encumber, use and otherwise deal with the

TUCKAWAY CREEK HOMEOWNERS ASSOCIATION

Directors:

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

NOTICE OF AMENDMENT FOR CHANGE OF THE LATE FEES
DECLARATION ARTICLE VII - SECTION 10

NEW ARTICLE VII- SECTION 10a
(EFFECT OF NON-PAYMENT OF ASSESSMENTS)

MAILING DATE OF THIS NOTICE
(DATE)

.....

TO EACH AND EVERY UNIT OWNER OF TUCKAWAY CREEK CONDOMINIUMS:

PLEASE TAKE NOTICE, that the Homeowners Association, at it's Annual Meeting of January 28, 1998, voted to increase the late fees to \$25 due after the 15th of the month that the quarterly payments are due. A late fee of \$25 is due for each successive month that the payment continues to be late.

PLACE THIS NOTICE into your DECLARATIONS - ARTICLE VII, SECTION 10a. EFFECT OF NON-PAYMENT OF ASSESSMENTS.

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

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unit as the owner thereof.

Any mortgage owner who obtains title to a unit pursuant to taking a deed in lieu of foreclosure or voluntary surrender, shall be liable for said unit's unpaid assessments which have accrued prior to said taking of the deed.

SECTION 10. EFFECT OF NON-PAYMENT OF ASSESSMENTS.

Any assessment not paid within ten (10) days after the due date, shall bear interest at the highest rate permitted by laws in existence at the time of such payment delinquency.

Any assessment when not paid within ten (10) days of the due date shall create a late payment charge, which shall be established from time to time by the Board of Directors and said late payment charge shall become, together with the unpaid assessments, a lien on the subject unit.

No unit owner who is more than thirty (30) days delinquent in the payment of his assessment(s) shall be entitled to vote at any regular or special meeting of the Association.

SECTION 11. LETTERS BY ASSOCIATION RELEASING ASSESSMENTS.

Upon request, the Association Treasurer or other officer, may issue, on behalf of the Association, a letter or other certificate stating that a living unit is current as to all regular or special assessments and that no funds are due the Association as a result of any lien, whether filed or pending. The Association may charge a fee for this service, the amount of which is to be set from time to time by the Association.

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ARTICLE VIII

PARTY WALLS

SECTION 1. GENERAL RULES OF LAW TO APPLY.

Each wall which is built as a part of the original construction of the building and placed so as to establish a dividing line between two or more units shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liabilities for property damage due to negligence or willful acts or omissions shall apply thereto.

SECTION 2. SHARING OF REPAIRS AND MAINTENANCE.

The cost of reasonable repairs or maintenance required to a party wall shall be shared equally by the benefitting unit owners and not by the Association.

SECTION 3. RIGHT TO CONTRIBUTION TO RUN WITH THE UNIT.

The right of any owner to contribution from any other owner under this Article shall be appurtenant to the unit and shall pass to such owners who are successors in title.

SECTION 4. ENCROACHMENTS.

If any portion of the common elements encroaches upon a unit, or any unit encroaches upon the common elements or upon any other unit, a valid easement for the encroachment and for the maintenance of same, so long as it exists, shall be deemed to be in existence.

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If any unit or building is partially or totally destroyed or requires repairs as deemed necessary by the Association, encroachments required by said reconstruction shall be permitted during the period of reconstruction.

ARTICLE IX

INSURANCE

SECTION 1. OBLIGATION OF ASSOCIATION.

The Association, for the benefit of all owners, shall insure the units, commonly owned buildings and their appurtenant structures against loss or damage by fire and such other hazards as the Association may deem desirable, for the full insurable replacement cost of same, without prejudice to the right of each owner to also insure his own unit for his own benefit.

In addition, the Association shall, for the benefit of all owners, obtain liability insurance on behalf of the Association in the minimum amount of \$1,000,000.00 plus a Fidelity Bond on those individuals who might be in possession of assets or monies of the Association.

The premiums for such insurance and bonds shall be deemed common expenses, provided, however, that in charging the same to the owners, consideration may be given to some units being insured at a higher rate due to higher initial construction cost. In determining the amount of insurance placed to each unit, the initial base selling price will be used. Owners who have installed optional, extra cost items to their unit, must insure these extra cost items privately.

All insurance coverage shall be written in the name of, losses thereunder adjusted by and the settlement proceeds of such insurance shall be payable to the Association as trustee for the

TUCKAWAY CREEK - DECLARATION

owners. In the event any loss exceeds \$25,000.00, the Association shall, upon written demand of any mortgagee or owner of any unit damaged or destroyed by that loss, place all received insurance settlement funds with an approved escrow agent until the repairs to the unit have been completed.

SECTION 2. INSURANCE PROCEEDS.

The proceeds of any such insurance shall be applied by the Association or by the trustee, on behalf of the Association; for the repair or reconstruction of the common elements, units, and the rights of the mortgagee of any unit under any standard endorsement clause to such policy shall, notwithstanding anything to the contrary therein contained, at all times be subject to the provisions herein with respect to the application of the insurance proceeds to repair or reconstruction of the unit.

Payment by the insurance company to the Association of the proceeds of settlement and the receipt of release from the Association of the insurance company's liability under the policy, shall constitute full discharge of such insurance company and such company shall be under no obligation to inquire into the terms of any escrow under which such funds may be placed or to take notice of any standard mortgage endorsement clause inconsistent with the provisions thereof, or to see the application of any payments of the proceeds of any policy by the Association or escrow agent.

SECTION 3. DESTRUCTION AND RECONSTRUCTION:

In the event of partial or total destruction of one or more units, they shall be repaired or rebuilt as soon as practicable and substantially to the same design, plan and specifications as originally built, unless within thirty (30) days after such partial or total destruction, all the owners of units subject to this Declaration agree not to repair or rebuild. On reconstruction, the design, plan and specification of the affected unit may vary from the original upon approval of the

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Association, provided, however, that the number of square feet of any unit reconstructed shall not vary by more than 5% from the number of square feet of the original unit and the building location shall be substantially the same as prior to the destruction.

SECTION 4. PARTITION.

The Association shall have the right to levy assessments against the units involved in the loss in the event that the proceeds of any insurance collected are insufficient to pay the costs of repair or reconstruction, provided, however, that in the event of damage to an extent more than the available insurance, this condominium shall be subject to an action for partition upon obtaining the written consent of the owners having no less than 75% of the votes. In the event of partition, the net proceeds of any insurance shall be considered as one fund and shall be divided among all unit owners and shall be distributed in accordance with the priority interest in each unit.

ARTICLE X.

GENERAL PROVISIONS

SECTION 1. ENFORCEMENT.

The Association, or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions and reservations, now or hereafter imposed by the provisions of this Declaration or the attached By-laws. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right of the owner to do so thereafter.

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SECTION 2. SEVERABILITY.

Invalidation of any one of these covenants or restrictions by judgement or court order shall in no way affect any other provisions which shall remain in full force and effect.

SECTION 3. TERMINATION.

This Declaration can only be terminated by the unanimous consent of all owners and all lien claimants on the units, in which event the termination of the Declaration shall be by such plan as may then be adopted by said owners and lien claimants. Such election to terminate this Declaration shall be executed in writing by all of the aforementioned parties.

Notwithstanding the foregoing provisions, no termination of this Declaration shall be effective without the approval of the City of Franklin.

SECTION 4. AMENDMENTS.

Except as hereinafter limited and provided, this Declaration may be amended by an instrument signed by the Declarant, alone, at anytime prior to the sale of 31 units and thereafter signed but not less than seventy-five (75%) percent of unit owners, provided, however, that any such amendment shall not substantially alter any of the rights or obligations of the owners.

No amendment to this Declaration shall be adopted which would operate to affect the validity or priority of any mortgage(s) or which would alter, amend or modify, in any manner whatsoever the rights, powers, privileges granted and reserved herein in favor of any mortgage or in favor of the Declarant without first obtaining the consent of all mortgagees or the Declarant, as the case may be. Any amendment must be recorded in the Milwaukee County Register of Deeds office.

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SECTION 5. REGISTERED AGENT FOR SERVICE OF PROCESS.

The initial registered agent for service of process shall be Michael J. Kaerek, 2719 South 60th Street, Milwaukee, Wisconsin 53219.

Change of agent for service of process may be accomplished by resolution of the Board of Directors of the Association and upon proper filing of said name and address with the offices of the Milwaukee County Register of Deeds and the Secretary of State of Wisconsin.

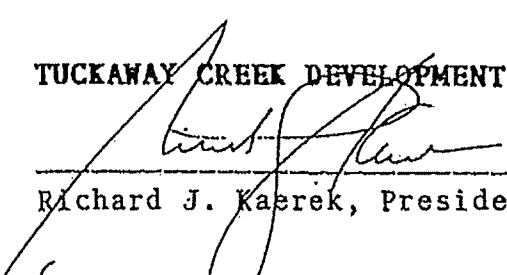
SECTION 6. NUMBER AND GENDER.

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

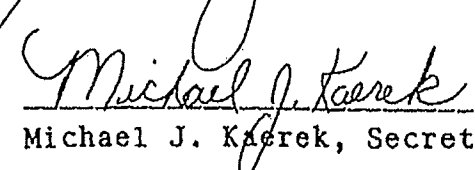
. IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed this 4th day of September, 1984.

NO
CORPORATE SEAL

TUCKAWAY CREEK DEVELOPMENT CORP.



Richard J. Kaerek, President



Michael J. Kaerek, Secretary

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AUTHENTICATION

Signatures of Richard J. Kaerek, President
and Michael J. Kaerek, Secretary of the named
Declarant Corporation, authenticated this 4TH
day of September, 1984.

Stanley A. Kell Notary Public
Milwaukee County, Wisconsin
My Commission Expires MARCH 13, 1988.

This Instrument was drafted by:

Richard J. Kaerek