

DISCLOSURE MATERIALS

FOR

MILL VALLEY HOMES ASSOCIATION, INC.

Property Address:

11910 W. Mill Road, Units 1-25
11926 W. Mill Road, Units 1-25
11936 W. Mill Road, Units 1-25
11946 W. Mill Road, Units 1-25
11958 W. Mill Road, Units 1-25
Milwaukee, WI 53225

11901 W. Appleton Avenue, Units 1-25
11907 W. Appleton Avenue, Units 1-25
11917 W. Appleton Avenue, Units 1-26
11927 W. Appleton Avenue, Units 1-25
11937 W. Appleton Avenue, Units 1-25
11947 W. Appleton Avenue, Units 1-25
11957 W. Appleton Avenue, Units 1-25
Milwaukee, WI 53224

1. THESE ARE 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.
2. THESE DISCLOSURE MATERIALS GIVEN TO YOU AS REQUIRED BY LAW MAY, WITH THE EXCEPTION OF THE EXECUTIVE SUMMARY, BE RELIED UPON AS CORRECT AND BINDING. FOR A COMPLETE UNDERSTANDING OF THE EXECUTIVE SUMMARY, CONSULT THE DISCLOSURE DOCUMENTS TO WHICH A PARTICULAR EXECUTIVE SUMMARY STATEMENT PERTAINS. ORAL STATEMENTS MAY NOT BE LEGALLY BINDING.
3. YOU MAY AT ANY TIME WITHIN 5 BUSINESS DAYS FOLLOWING RECEIPT OF THESE DOCUMENTS, OR FOLLOWING NOTICE OF ANY MATERIAL CHANGES IN THESE DOCUMENTS, CANCEL IN WRITING THE CONTRACT OF SALE AND RECEIVE A FULL REFUND OF ANY DEPOSITS MADE. IF THE SELLER DELIVERS LESS THAN ALL OF THE DOCUMENTS REQUIRED, YOU MAY, WITHIN 5 BUSINESS DAYS FOLLOWING RECEIPT OF THE DOCUMENTS, DELIVER A REQUEST FOR ANY MISSING DOCUMENTS. IF YOU TIMELY DELIVER A REQUEST FOR MISSING DOCUMENTS, YOU MAY, AT ANY TIME WITHIN 5 BUSINESS DAYS FOLLOWING THE EARLIER OF EITHER THE RECEIPT OF THE REQUESTED DOCUMENTS OR THE SELLER'S DEADLINE TO DELIVER THE REQUESTED DOCUMENTS, CANCEL IN WRITING THE CONTRACT OF SALE AND RECEIVE A FULL REFUND OF ANY DEPOSITS MADE.

INDEX

MILL VALLEY HOMES ASSOCIATION, INC.

1. **EXECUTIVE SUMMARY:** The Executive Summary highlights for a buyer of a condominium unit essential information regarding the condominium. The Executive Summary begins on page A.
2. **DECLARATION:** The Declaration establishes and describes the condominium units and the common areas. The declaration begins on page B.
3. **BY-LAWS:** The By-Laws contain rules which govern the condominium and affect the rights and responsibilities of unit owners. The By-Laws begin on page C.
4. **ARTICLES OF INCORPORATION:** The operation of a condominium is governed by the association of which each unit owner is a member. Powers, duties and operation of an association are specified in its Articles of Incorporation. The Articles of Incorporation begin on page D.
5. **MANAGEMENT OR EMPLOYMENT CONTRACTS:** Certain services are provided to the condominium through contracts with individuals or private firms. These contracts begin on page E.
6. **ANNUAL OPERATING BUDGET:** The association incurs expenses for the operation of the condominium which are assessed to the unit owners. The operating budget is an estimate of those charges which are in addition to mortgage and utility payments. The Budget begins on page F.
7. **FLOOR PLAN(S) AND MAP:** The seller has provided a floor plan of the unit being offered for sale and a map of the condominium which shows the location of the unit you are considering all facilities and common areas which are part of the condominium. The floor plans can be found in the Declaration, which begins on page B.
8. **STATUTORY RESERVE ACCOUNT:** The condominium does not have a Statutory Reserve Account.
9. **RULES & REGULATIONS:** The Rules & Regulations of the condominium are promulgated by the association. The Rules & Regulations begin on page G.

MILL VALLEY HOMES ASSOCIATION, INC.

DISCLOSURE MATERIALS

SECTION A

EXECUTIVE SUMMARY

Executive Summary

Mill Valley Condominium Homes

This Executive Summary highlights some of the information that prospective buyers of units in Mill Valley Condominium Homes are most interested in learning, as well as some of the information that they should consider when contemplating the purchase of a condominium unit. However, there are provisions and information contained in the Disclosure Materials that will be of importance and significance to a unit owner that are not included in this Executive Summary. *This summary 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.*

1. **Condominium Name.** Mill Valley Condominium Homes.
2. **Condominium Governance.** The condominium is governed by the Mill Valley Homes Association, Inc. (the "Association"), a Wisconsin non-stock corporation. All unit owners are members of the Association.
3. **Association Management.** The Association is managed by Hunt Management, Inc. AAMC
4. **Association Contact Information.**

Contact Name:	Hunt Management, Inc.
Phone:	(262) 238-1480
Email:	clientservices@huntmanagement.com
Mailing Address:	Mill Valley Homes Association, Inc. C/O Hunt Management, Inc. 10520 N. Baehr Road, Suite Q, Mequon, WI 53092
5. **Can the condominium be expanded in the future?** No.
6. **Does the condominium have special amenities or features?** Yes, the amenities include:
 - 2 outdoor pools
 - Clubhouse
 - Tennis Courts
 - 2 dog runs
 - Laundry Room in each building
 - Nature Trail
7. **Maintenance and Repair of Units.** Each unit owner, at his or her own expense, is responsible for the maintenance, repair, and replacement of the unit including, but not limited to: the windows, window frames, doors, door jambs, and for any utility lines, plumbing fixtures, heating and air conditioning and other improvements located therein.
 - For specific information, see: Declaration, Art. I, § 3; Bylaws, Art. VII, § 3.

8. Maintenance and Repair of Common Elements and Limited Common Elements.

Association Responsibilities: The Association is responsible for the management and control—including maintenance, repairs and replacement—of the common elements.

Unit Owner Responsibilities: Unit owners shall maintain the limited common elements appurtenant to his/her unit—including the balcony/patio and assigned parking space(s)—and keep them in good, clean, sanitary, and attractive condition.

How does the Association pay for repairs and replacements? Routine maintenance and repair of the common elements is paid through the operating fund. The Association funds the operating fund from unit owner assessments. For extraordinary or unexpected expenses, the Association may also use the reserve funds or special assessments to fund such repairs or replacements.

- For specific information, see: Declaration, Art. IV, § 1 and Art. V; Bylaws, Art. VII, § 4.

9. Alterations of Units and Limited Common Elements. A unit owner must obtain the prior written consent of the Association's board of directors before commencing any improvements or alterations that affect the exterior of a unit or any other part of the property. For pre-approved screen/storm doors and balcony screens, see the Rules and Regulations.

Notwithstanding the foregoing, a unit owner may make interior improvements and alterations within the unit without approval or review of the board of directors provided such improvements or alterations do not impair the structural integrity of the building.

- For specific information, see: Declaration, Art. II, § 4; Bylaws, Art. VII § 1(c) and (i); Rules & Regulations, Art. IX "Special Installations".

10. Parking.

Availability:

- **1 and 2 Bedroom units:** Each unit is assigned one (1) indoor parking space.
- **3 Bedroom units:** Each unit is assigned two (2) indoor parking spaces.
- Additional outdoor parking: each owner is entitled to use one, unassigned outdoor space.

Cost: Extra indoor parking spaces are assigned by the Association based on availability for a fee of \$30.00 per month on a yearly basis and \$35.00 per month on a temporary basis. (This fee is subject to change, contact the office manager for additional information).

Guest Parking: Guests may park on a temporary basis in the outdoor parking areas. If owner desire to have guests park in their indoor, assigned space, they must first notify the office and obtain a temporary parking permit.

- For specific information and additional rules, see: Declaration, Art. II, § 5; Rules & Regulations, Art. IV "Garage and Parking".

11. Rental of Units: Units purchased after December 1, 1998 may NOT be rented and must be owner-occupied.

12. Pets:

Buildings 1-4 and 7-11: **No pets allowed.**

Buildings 5, 6 and 12: Dogs, cats or other customary pets may be kept in units located in these buildings. (These buildings have addresses of 11958 W. Mill Road, 11957 W. Appleton Avenue and 11901 W. Appleton Avenue, respectively).

Pet Rules (for permitted buildings): All pets shall be controlled by the unit owner at all times and shall be leashed when on the common elements. Pets shall not be allowed to create a nuisance or annoyance. Unit owners are responsible for immediately disposing of all pet waste.

- For specific information, see: Bylaws, Art. VII, § 1 (g); Rules & Regulations, Art. VII “Pet Regulations”

13. Amendments: Wisconsin law allows the unit owners to amend the Declaration, Bylaws, Rules and Regulations 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.

Declaration: The Declaration may be amended with the affirmative vote of not less than seventy-five percent (75%) of the unit owners.

By-Laws: The By-Laws may be amended by the affirmative vote of at least two-thirds (2/3) of the unit owners.

Rules & Regulations: Rules and Regulations may be adopted or amended by the Board of Directors.

- For specific information, see: Declaration, Art. IX, § 3; Bylaws, Art. V, § 1 and Art. VIII § 1.

14. Fees on Declarant-Owned Units: This category is not applicable to this condominium because there are no unsold, declarant-owned units in the condominium.

15. First Right to Purchase a Unit: The Association does not have a first right to purchase a unit (also known as a “right of first refusal”).

16. Transfer Fee: None

- 17. Disclosure Material Fee:** There is no charge for an electronic copy of the documents, which can be sent by email.
- 18. Payoff Statement Fee:** The Association does not charge a fee for providing a payoff statement under § 703.335, of the Wisconsin Statutes. However, if more than one payoff statement is requested for a unit during any two-month period, the Association may charge up to \$25.00 for each additional payment statement, pursuant to § 703.335(4), of the Wisconsin Statutes.
- 19. Reserves.** The Association maintains a reserve fund for replacement, or repair of common elements and other extraordinary expenditures. The Association does not maintain a Statutory Reserve Account.
- For specific information, see: Declaration, Art. V.
- 20. Reserve Balance.** The amount of the reserve balance is \$ 656,669.43 . This amount is current as of June 30, 2023 .

This Executive Summary was prepared or revised on August 23, 2023.

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MILL VALLEY HOMES ASSOCIATION, INC.

DISCLOSURE MATERIALS

SECTION B

DECLARATION

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Second Amended and
Restated Declaration of

Document Number

Document Title



* 1 0 3 4 4 4 7 8 *

DOC.# 10344478

Condominium of Mill Valley Condominium Homes

RECORDED 03/21/2014 08.38AM

JOHN LA FAVE

REGISTER OF DEEDS

Milwaukee County, WI

AMOUNT: 30.00

FEE EXEMPT #:

Recording Area

Name and Return Address

Robert J Welcenbach
933 N. Mayfair Rd, Ste 311
Milwaukee, WI 53226

Original declaration recorded as Document No 4699599, on 8-22-1972,
Reel 671, Images 1143 to 1204 inclusive

Incorporating.

1) Certified Articles of Incorporation

2) By-Laws of Mill Valley Homes Association, Inc

Parcel Identification Number (PIN)

LEGAL DESCRIPTION

Mill Valley Homes Association, Inc

This information must be completed by submitter document title, name & return address, and PIN (if required). Other information such as the granting clause, 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 HB Rev 1/8/2004

Mill Valley Homes Assn**Address: 11910 W MILL****Bldg # 1**

1470002000-3	1470007000-0	1470010000-7	1470011000-2	1470012000-8
1470013000-3	1470014000-9	1470015000-4	1470016000-X	1470017000-5
1470018000-0	1470020000-1	1470022000-2	1470023000-8	1470024000-3
1470025000-9	1470001000-8	1470004000-4	1470005000-X	1470006000-5
1470008000-6	1470019000-6	1470009000-1	1470021000-7	1470003000-9

Address: 11926 W MILL**Bldg # 2**

1470042000-1	1470026000-4	1470027000-X	1470028000-5	1470029000-0
1470030000-6	1470031000-1	1470045000-8	1470046000-3	1470048000-4
1470050000-5	1470039000-5	1470040000-0	1470043000-7	1470044000-2
1470034000-8	1470035000-3	1470036000-9	1470037000-4	1470038000-X
1470032000-7	1470047000-9	1470041000-6	1470033000-2	1470049000-X

Address: 11936 W MILL**Bldg # 3**

1470054000-7	1470072000-5	1470066000-2	1470074000-6	1470052000-6
1470053000-1	1470055000-2	1470056000-8	1470057000-3	1470058000-9
1470061000-5	1470062000-0	1470063000-6	1470064000-1	1470067000-8
1470068000-3	1470069000-9	1470070000-4	1470071000-X	1470073000-0
1470075000-1	1470060000-X	1470065000-7	1470059000-4	

Address: 11946 W MILL**Bldg # 4**

1470090000-3	1470089000-8	1470076000-7	1470077000-2	1470078000-8
1470079000-3	1470080000-9	1470083000-5	1470084000-0	1470085000-6
1470087000-7	1470088000-2	1470091000-9	1470092000-4	1470093000-X
1470095000-0	1470096000-6	1470097000-1	1470098000-7	1470099000-2
1470082000-X	1470100000-6	1470081000-4	1470086000-1	1470094000-5

Address: 11958 W MILL**Bldg # 5**

1470124000-7	1470109000-5	1470110000-0	1470117000-9	1470119000-X
1470102000-7	1470103000-2	1470104000-8	1470106000-9	1470107000-4
1470108000-X	1470111000-6	1470112000-1	1470114000-2	1470115000-8
1470116000-3	1470118000-4	1470120000-5	1470122000-6	1470123000-1
1470125000-2	1470113000-7	1470121000-0	1470105000-3	1470101000-1

Mill Valley Homes Assn				
Address: 11957 W APPLETON Bldg # 6				
1470131100-1	1470145000-1	1470127000-3	1470128000-9	1470130000-X
1470133000-6	1470134000-1	1470137000-8	1470139000-9	1470140000-4
1470141000-X	1470142000-5	1470143000-0	1470144000-6	1470146000-7
1470147000-2	1470148000-8	1470150000-9	1470135000-7	1470129000-4
1470136000-2	1470138000-3	1470126100-4		
Address: 11947 W APPLETON Bldg # 7				
1470151110-8	1470170000-8	1470153000-5	1470154000-0	1470156100-8
1470158000-2	1470160000-3	1470161000-9	1470162000-4	1470164000-5
1470165000-0	1470166000-6	1470167000-1	1470169000-2	1470171000-3
1470172000-9	1470174100-6	1470175000-5	1470173000-4	1470155000-6
1470159000-8	1470163000-X	1470168000-7	1470152000-X	
Address: 11937 W APPLETON Bldg # 8				
1470177000-6	1470199000-6	1470181100-4	1470176000-0	1470178000-1
1470180000-2	1470183000-9	1470184000-4	1470186000-5	1470187000-0
1470188000-6	1470189000-1	1470191000-2	1470192000-8	1470193100-X
1470195000-4	1470197000-5	1470198000-0	1470200000-X	1470179000-7
1470185000-X	1470190000-7	1470196000-X		
Address: 11927 W APPLETON Bldg # 9				
1470203000-6	1470210000-4	1470201000-5	1470202000-0	1470204000-1
1470206100-9	1470208000-3	1470209000-9	1470212000-5	1470213100-7
1470214000-6	1470215000-1	1470216000-7	1470218100-4	1470221000-4
1470222000-X	1470224000-0	1470225000-6	1470223000-5	1470217000-2
1470205000-7	1470220000-9			
Address: 11917 W APPLETON Bldg # 10				
1470234000-5	1470248000-1	1470249000-7	1470226000-1	1470227000-7
1470228000-2	1470229000-8	1470230000-3	1470231100-5	1470235000-0
1470236000-6	1470237000-1	1470240000-8	1470242000-9	1470243000-4
1470244000-X	1470245000-5	1470250000-2	1470247000-6	1470233000-X
1470239000-2	1470241000-3	1470246000-0	1470238000-7	

Mill Valley Homes Assn				
Address: 11907 W APPLETON		Bldg # 11		
1470268000-0	1470272000-2	1470255000-X	1470264000-9	1470265000-4
1470251000-8	1470252000-3	1470254000-4	1470256000-5	1470257000-0
1470259000-1	1470260000-7	1470261000-2	1470263000-3	1470266000-X
1470267000-5	1470270000-1	1470271000-7	1470273000-8	1470274000-3
1470253000-9	1470258000-6	1470262000-8	1470269000-6	1470275000-9
Address: 11901 W APPLETON		Bldg # 12		
1470287000-4	1470291000-6	1470276000-4	1470277000-X	1470278000-5
1470279000-0	1470281000-1	1470282000-7	1470283000-2	1470284000-8
1470286000-9	1470288000-X	1470289000-5	1470292100-8	1470290000-0
1470297000-9	1470298000-4	1470299000-X	1470296000-3	1470300000-3
1470280000-6	1470285000-3	1470294100-9		

MILL VALLEY CONDOMINIUMS – DOCUMENTS
MILL VALLEY HOMES ASSOC , INC
11936 West Mill Road, Milwaukee, WI 53225

MILL VALLEY CONDOMINIUMS – DOCUMENTS

REVISED
APRIL 3, 2012

State of Wisconsin
County of Milwaukee

Signed and sworn to before me this 11 day of December, 2013
by William T Gehweiler, Treasurer, Mill Valley Homes Assoc , Inc

To the best of my knowledge, these are the revised April 3, 2012 Mill Valley Homes Assoc , Inc
Condominium Documents These Mill Valley Homes Assoc , Inc Condominium Documents are the most
current revision

W. Gehweiler

William T Gehweiler
Treasurer, Mill Valley Homes Assoc , Inc

12-11-2013

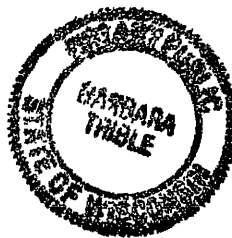
Date

Barbara Trible

Notary Public, Milwaukee County, Wisconsin BARBARA TRIBLE

My commission expires

12/28/14



It is the intent that the owner of each unit of Mill Valley Homes, shall occupy and use such unit as a private dwelling for himself/herself and his/her's immediate family, and for no other purpose including business purposes. Therefore, the leasing of units is not permitted. This amended By-Law shall apply to those who purchase units after December 1, 1998, and becomes effective as of that date and does not apply to any unit owners who purchased prior to December 1, 1998.

Immediate family includes those relatives who temporarily occupy an owner's unit while that owner is incapacitated due to illness and is unable to reside in his/her unit.

Any violation of this By-Law shall result in a fine to the owner of \$20.00 per day plus costs and attorney fees in the event legal action is necessary. The Association is also empowered to take whatever action is necessary and legally permissible to remove the tenant who so occupies a unit in violation of the By-Law.

THIS WAS PASSED TUESDAY, DECEMBER 15, 1998, AND BECAME EFFECTIVE AS OF THIS DATE.

A motion was made, seconded, and passed to change the By-Laws on unit purpose. Homeowners who conduct private business from their unit may not have traffic entering and exiting the building to participate in that business. Rummage sales, yard sales, and estate sales are still prohibited under prior laws. Home parties such as jewelry, chef, cosmetics, etc., are allowed once per quarter. This by-law change is effective July 16, 2012.

A motion was made, seconded, and passed to add the following By-law. Maximum number of residents allowed per unit: One bedroom – no more than two unrelated residents or related family of two; Two bedroom – no more than two unrelated residents or related family of four; Three bedroom – no more than three unrelated residents or related family of four. This by-law addition is effective July 16, 2012.

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SECOND
AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM
OF
MILL VALLEY CONDOMINIUM HOMES

This Declaration, as amended herein, is made under the Condominium Ownership Act, Chapter 703, Wisconsin Statutes.

ARTICLE I
DESCRIPTION OF BUILDINGS AND UNITS

Section 1

There shall be 12 residential buildings containing 288 units, and a recreation building

(a) The units are described as follows

Type A A one-bedroom apartment consisting of a living room, dining area, kitchen, one bedroom and full bath, all on one level, together with a patio adjacent thereto

Type B A one-bedroom apartment consisting of a living room, dining area, kitchen, one bedroom and full bath, all on one level, together with a balcony attached thereto

Type C A two-bedroom apartment consisting of a living room, dining area, kitchen, two bedrooms and one and one-half baths, all on one level, together with a balcony attached thereto,

Type D A two bedroom apartment consisting of a living room, dining area, kitchen, two bedrooms, and one and one-half baths, situated on two levels, together with a balcony attached thereto

Type E A two bedroom apartment consisting of a living room, dining area, kitchen, two bedrooms, and one and one-half baths, situated on two levels, together with a balcony attached and a patio adjacent thereto

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Drafted by: _____

Type F A three-bedroom apartment consisting of a living room, dining area, kitchen, three bedrooms, and two and one-half baths, all on one level, together with a balcony attached thereto

Type G A three-bedroom apartment consisting of a living room, dining area, kitchen, three bedrooms, and two and one-half baths, all on one level, together with a balcony attached and a patio adjacent thereto

Type H A two-bedroom apartment consisting of a living room, dining area, dining room/den, kitchen, two bedrooms, and one and one-half baths, situated on two levels, together with an attached balcony and a patio adjacent thereto, commonly known as a "one-plus-one" Combo unit

Type I A two-bedroom apartment consisting of a living room, dining room, kitchen, two bedrooms, family room, and two full baths, situated on one level, together with either two attached balconies or one attached balcony, and one adjacent patio, commonly known as a "two-plus-one" combo unit

- (b) Buildings 1, 2, 4, and 11 each contains 3 type A apartments, 4 type B apartments, 7 type C apartments, 4 type D apartments, 6 type E apartments, and 1 type F apartment
- (c) Building 3 contains 3 type A apartments, 4 type B apartments, 7 type C apartments, 4 type D apartments, and 6 type E apartments
- (d) Building 5 contains 3 type A apartments, 4 type B apartments, 7 type C apartments, 4 type D apartments, 6 type E apartments, and 1 type G apartment
- (e) Building 6 contains 1 type A apartment, 2 type B apartments, 7 type C apartments, 4 type D apartments, 6 type E apartments, 1 type F apartment, and 2 type H apartments
- (f) Building 7 contains 2 type A apartments, 3 type B apartments, 7 type C apartments, 4 type D apartments, 6 type E apartments, 1 type F apartment, and 1 type H apartment

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- (g) Building 8 contains 1 type A apartment, 2 type B apartments, 7 type C apartments, 4 type D apartments, 6 type E apartments, 1 type F apartment, and 2 type H apartments
- (h) Building 9 contains 1 type A apartment, 1 type B apartment, 6 type C apartments, 4 type D apartments, 6 type E apartments, 1 type F apartment, 2 type H apartments, and 1 type I apartment
- (i) Building 10 contains 2 type A apartments, 3 type B apartments, 7 type C apartments, 4 type D apartments, 6 type E apartments, 1 type F apartment, and 1 type H apartment
- (j) Building 12 contains 2 type A apartments, 3 type B apartments, 5 type C apartments, 4 type D apartments, 6 type E apartments, 1 type F apartment, and 2 type I apartments
- (k) Each building and each unit is located on pages 1 and 2 of Exhibit B attached hereto and made a part of this Declaration. Each building has two stories and a basement and is constructed principally of frame and brick. Between buildings 1 and 2, 2 and 3, 3 and 4, 4 and 5, 6 and 7, 7 and 8, 8 and 9, 10 and 11, and 11 and 12, there is a common wall. There is no access between buildings through this common wall. The detail of this common wall appears on page 1 of Exhibit B.

Section 2. INTERPRETATION OF PLANS

In interpreting the survey, or floor plans, or deed, or any other instrument affecting a building or unit, the boundaries of the buildings or unit constructed or reconstructed in substantial accordance with the survey and floor plans shall be conclusively presumed to be the actual boundaries rather than the description expressed in the survey or floor plans, regardless of settling or lateral movement of the buildings and regardless of minor variation between boundaries shown on the survey, and floor plans, and those of the buildings or unit as located and erected.

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Section 3 UNITS

The boundaries of each unit are as follows

- (a) "Unit" shall mean the part of the property subjected by this Declaration to Condominium Ownership Act, including one or more cubicles of air at one or more levels of space, or one or more rooms, or enclosed spaces located on one or more floors, in a building
- (b) The upper boundary of a one level unit is the horizontal plane of the lower face of the joists supporting the ceiling The lower boundary is the horizontal plane of the upper face of the concrete floor
- (c) The upper boundary of each two level unit is the horizontal plane of the lower face of the joists supporting the ceiling on the upper level The lower boundary is the horizontal plane of the upper face of the concrete floor
- (d) The side boundaries are the vertical planes, the elevation of which coincide with the face of the studs supporting the drywall Each door and window shall constitute a part of the unit
- (e) The foregoing boundaries extended to their intersection constitute the unit, together with all windows, window frames, doors and door jambs, including all glass in all windows and doors, and together with an air-conditioning compressor located on the roof of the building which shall bear the same unit identification as the unit

Section 4 COMMON AND LIMITED COMMON AREAS AND FACILITIES

Every area, structure and facility which is not a unit is a Common Area or Facility, or a Common Area identified as a Limited Common Area on Exhibit B Limited Common Areas contiguous to and serving exclusively a single unit as an inseparable appurtenance thereto, being the balconies and patios shown on Exhibit B, are limited to the exclusive use of the owners of such units Limited Common Areas designated as parking spaces and storage areas on Exhibit B, are limited to the exclusive use of the owners of single units to whom assigned Common areas, Limited Common Areas and Facilities within each building identified on Exhibit B, serving the owners of units within such building, shall be limited to the

exclusive use of such owners. Unassigned parking spaces and storage areas within each building may be leased, on a first come, first served basis, by the Association to owners or tenants of units in such building on terms and conditions as the Association shall deem appropriate. Resident Manager's living quarters and office shall be deemed Limited Common Areas. The manner of use of the Limited Common Areas reserved to the exclusive use of unit owners shall be governed by the By-Laws of, and such rules and regulations as may be established by, the Association, and no unit owner (or tenant thereof) shall decorate, landscape or adorn any Limited Common Area, or permit such, in any manner contrary to such By-Laws or Rules and Regulations.

Section 5 PERCENTAGE INTEREST IN COMMON AREAS

The ownership of each of the Units includes a 1/288th undivided interest in the Common Area and the same shall be conveyed with each of the Units.

ARTICLE II

PROPERTY RIGHTS AND OBLIGATIONS OF OWNERS

Section 1 OWNERS EASEMENTS OF ENJOYMENT

Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Unit.

Section 2 OWNERS RIGHT TO INGRESS AND EGRESS AND SUPPORT

Each Owner shall have the right to ingress and egress over, upon and across the Common Area necessary for access to his Unit, and shall have the right to lateral support for his Unit and such rights shall be appurtenant to, and pass with the title to each Unit.

Section 3 USE OF UNITS

Each Unit shall be used exclusively for residential purposes. Lease or rental of a Unit for residential purposes shall not be considered to be a violation of this covenant if the unit was occupied before 1998 by present homeowner. Units may be rented or leased, but not for a term of less than one (1) month. No room in any Unit may be rented. No Unit may be subdivided.

Homeowners who conduct private business from their unit may not have traffic entering and exiting the building to participate in that business. Rummage sales, yard

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sales, and estate sales are still prohibited under prior laws Home parties, such as jewelry, chef, cosmetics, etc , are allowed once per quarter (Revised July 16, 2012)

Maximum number of residents allowed per unit One bedroom – no more than two unrelated residents or related family of two Two bedroom – no more than two unrelated residents or related family of four Three bedroom--no more than three unrelated residents or related family of four (Revised July 16, 2012)

Section 4 USE OF COMMON AREA

There shall be no obstruction of the Common Area, nor shall anything be kept or stored on any part of the Common Area without the prior written consent of the Association except as specifically provided herein Nothing shall be altered on, constructed in, or removed from the Common Area except upon the prior written consent of the Association

Section 5 PARKING RIGHTS

Every Owner shall be entitled to the exclusive right and use of at least one indoor and one outdoor parking space which shall be assigned by the Association

Section 6 EASEMENTS FOR DECORATION

Each unit Owner has an easement over and into the surfaces of the Common Area abutting his unit for the purpose of decoration, provided that this easement shall not be construed so as to allow the Owner to impair the structural integrity of any portion of the property or to change the boundaries of the unit or to interfere with the rights of any other unit Owner in the Common Area

ARTICLE III

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 1 ASSOCIATION

The Association as referred to herein shall be Mill Valley Homes Association, Inc , a corporation organized under and pursuant to Chapter 181 of the Wisconsin Statutes

Section 2 MEMBERSHIP

Every Owner shall be entitled and required to be a member of the Association An Owner of more than one unit shall be entitled to one membership for each unit owned by him Each such membership shall be appurtenant to the unit upon which it is based and

8 963

shall be transferred automatically by conveyance of that unit. No person or entity other than an Owner or Developer may be a member of the Association, and a membership in the Association may not be transferred except in connection with the transfer of title to a unit, provided, however, that the rights of voting, may be assigned to a Mortgagee as further security for a loan secured by a lien on a unit.

Section 3. NOMINATION OF MEMBERS OF BOARD OF DIRECTORS

Until such time as the Developer shall have sold 250 of the units, or four (4) years from the date of the recording of this Declaration, whichever shall first occur, Developer shall have the exclusive right to nominate members for the Board of Directors of the Association.

Section 4. VOTING

Members shall be all Owners and shall be entitled to one vote for each Unit owned. When more than one person holds an interest in any Unit, all such persons shall be members. The vote for such Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Unit. There can be no split vote. Prior to the time of any meeting at which a vote is to be taken, each co-owner shall file the name of the voting co-owner with the Secretary of the Association in order to be entitled to vote at such meeting, unless such co-owners have filed a general voting authority with the Secretary applicable to all votes until rescinded.

Section 5. AMPLIFICATION

The provisions of this Article are to be amplified by the Articles of Incorporation of the Association and by 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 set forth herein.

ARTICLE IV

RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 1. The COMMON AREA

The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Area and all improvements thereon (including furnishings and equipment related thereto), and shall

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keep the same in good, clean, attractive and sanitary condition, order, and repair. The Association shall be responsible for the maintenance and repair of exterior surfaces of all buildings on the properties, including, without limitation, the painting of the same as often as necessary, the replacement of trim and caulking, the maintenance and repair of roofs, the maintenance and repair of all Common Area, including utility lines and all other improvements or material located within or used in connection with the Common Area.

Section 2 SERVICES

The Association may obtain and pay for the services of any person or entity to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper operation of the Properties whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or which it contracts. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Properties or the enforcement of this Declaration. The Association may arrange with others to furnish common services to each Unit. The Association shall employ a Resident Manager.

Section 3 ACCESS TO UNITS

The Association shall have the right to be exercised by the Board of Directors, to have access to each Unit during reasonable hours for the maintenance, repair, or replacement of any Common Areas and facilities accessible from such areas or for making emergency repairs necessary to prevent damage to the Common Areas or facilities or to another Unit.

Section 4 PERSONAL PROPERTY FOR COMMON USE

The Association may acquire and hold for the use and benefit, of all of the Owners tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be deemed to be owned by the Owners in the same proportion as their respective interests in the Common Areas. Such interest shall not be transferable except with the transfer of a Unit. A transfer of a Unit shall transfer to the transferee ownership of the transferor's beneficial interest in such property without any reference thereto. Each Owner may use such property in accordance with the purpose for which it is intended, without hindering, or encroaching

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upon the lawful rights of other Owners. The transfer of title to a Unit under foreclosure shall entitle the purchaser to the interest in such personal property associated with the foreclosed Unit.

Section 5 RULES AND REGULATIONS

~~The Association may make reasonable rules and regulations governing the use of the~~
Units and of the Common Areas, which rules and regulations shall be consistent with the rights and duties established in this Declaration.

Section 6 IMPLIED RIGHTS

The Association may exercise any other right or privilege given to it expressly by this Declaration, or by law, and every other right or privilege reasonably to be implied from the existence of any right, or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

ARTICLE V

COVENANT FOR ASSESSMENTS

Section 1 AGREEMENT TO PAY ASSESSMENTS

Each Owner of any Unit by the acceptance of a deed therefore, whether or not it be so expressed in the deed, shall be deemed to covenant and agree with each other and with the Association, to pay to the Association for the purposes provided in this Declaration, for Annual assessments, for special assessments, for capital improvements, and for any other matters as provided in this Declaration. Such assessments shall be fixed, established and collected from time to time in the manner provided in this Article.

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 residents in the Properties and for the management, improvements and maintenance of the Common Area, and of the exterior of the buildings situated upon the Properties, and such emergency repairs as the Association may deem necessary, including repairs and maintenance of sewer and water-lines, utility cables and pipes and heating and cooling ducts, to individual units.

Section 3 ANNUAL ASSESSMENT

An annual assessment per unit, payable monthly shall be levied by the Board of Directors of the Association for the period and in the manner provided in the By-Laws, to pay the costs of administration of the Association, insurance, taxes and assessments, repairs and maintenance (including reserves therefor), and utility, and similar services furnished to the common areas and to individual units not separately metered and paid for by unit owners

Assessments shall be based on and levied according to each unit's percentage interest in the Common Area, but with respect to heat furnished by the Association through a central heating system, the assessment shall be based and levied according to each unit's square floor area. Assessment procedures, heretofore, in effect prior to this amendment shall be deemed to have been in compliance with this Article V as hereby amended and with Wisconsin Statutes applicable to condominiums

Section 4 SPECIAL ASSESSMENTS

In addition to the Annual Assessment the Board of Directors of the Association, during any assessment year, may levy special assessments, applicable to that year only, for the specific purpose of defraying, in whole or in part, operational deficits and/or the cost of any construction, reconstruction, repair or replacement of any capital improvement upon the common area, including fixtures and personal property related thereto

ARTICLE VI ENCROACHMENTS

Some of the units in each building may be aesthetically and functionally designed with drains, air conditioning equipment and other structures that encroach or overhang adjoining units. The Owner of each unit hereby takes title subject to a perpetual easement for any such overhang or encroachment, and each encroachment, or overhanging unit or other structure, drain, or air conditioning equipment may be repaired, rebuilt, or replaced in such a fashion as to permit these overhangs and encroachments to be reestablished but not enlarged without consent of the servient Owner and the Association. Such easements as provided herein shall be limited to improvements as originally constructed

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ARTICLE VII
RECONSTRUCTION OR REPAIR

Section 1 SUFFICIENT INSURANCE PROCEEDS

In the event of fire or other casualty affecting one or more of the Units and/or one or more of the buildings or common facilities, the insurance proceeds shall be applied to the reconstruction or repair unless at least 75% of all of the Unit owners vote within 30 days of the happening of such event to the contrary. Reconstruction or repair as used in this Declaration shall mean restoring the damaged premises to substantially the same design, plan, specifications, and condition originally existing prior to the fire or other casualty. Any such reconstruction or repair shall be undertaken by the Association within ninety (90) days. Any cost of such reconstruction or repair in excess of the insurance proceeds shall constitute a common expense and the Board of Directors of the Association shall, if necessary, assess all the Unit owners for such deficit as part of the common expense according to the percentage interest of each Unit in the Common Area and Limited Common Area.

Section 2 ENCROACHMENT INTO THE COMMON AREA OR LIMITED COMMON AREA

In the event that any unit or units require reconstruction and/or repair which when completed causes the unit to be situated on a portion of the Common Area or Limited Common Area, such encroachment shall be permitted to endure. Such encroachment shall be determined and approved at the time the members of the Association determine whether such reconstruction or repair shall be undertaken.

ARTICLE VIII
INSURANCE

The Board of Directors of the Association shall obtain and continue in effect insurance coverage on the buildings and other improvements upon the property in an amount equal to the maximum insurable replacement value, which amount shall be reviewed at least annually by the Board of Directors, affording 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 and their Mortgagees as their interests may appear, provided, however, all proceeds payable by reason of said insurance shall be paid to the Association as trustee for the Owners and their Mortgagees for the ~~express purpose of reconstruction and repair as provided in Article VII hereof, or, if it~~ is determined in the manner as provided in Article VII, hereof, that the damaged premises for which the proceeds are paid shall not be reconstructed or repaired, the proceeds shall be applied as provided in Article VII hereof. 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 any insurance coverage obtained by the Board of Directors shall be a common expense to be paid by assessments levied by the Association. Such insurance policy or policies shall contain a waiver of subrogation in favor of the insurance carrier against any Owner or Owners or member of their immediate family who resides in any unit or units.

ARTICLE IX

GENERAL PROMSIONS

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, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. No Owner shall have the right to commence a suit, for partition of the units and/or Common Area which constitute Mill Valley Condominium Homes but shall be limited to the provisions contained herein for amending this Declaration.

Section 2 SEVERABILITY

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

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Section 3 AMENDMENT

This Declaration may be amended by a vote of not less than seventy-five percent (75%) of the Unit Owners. No amendment shall become effective until the certificate setting forth such amendment signed by the officers of the Association and stating that Owners of the Units have adopted the same in accordance with the provisions of this Declaration, is recorded in the Office of the Register of Deeds in and for Milwaukee County, Wisconsin.

Section 4 REGISTERED AGENT FOR SERVICE OF PROCESS

The registered agent for service of process is Matthew F. Fischer, 11936 West Mill Road, Milwaukee, Wisconsin 53225. 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 with the Register of Deeds of Milwaukee County.

CONSENT OF MORTGAGE HOLDER

The MILWAUKEE FEDERAL SAVINGS AND LOAN ASSOCIATION, a Wisconsin corporation, with offices at Milwaukee, Wisconsin, and mortgagee named in a certain mortgage executed by MILL VALLEY DEVELOPMENT COMPANY, a Wisconsin limited partnership, dated May 24, 1972, and recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin, on the 25th day of May, 1972 in Reel 653, Images 1653 to 1658 inclusive, as Document No 4676561 hereby consents to the execution and recording and filing of the above and foregoing Declaration of Conditions, Covenants, Restrictions and Easements regarding MILL VALLEY CONDOMINIUM HOMES, and hereby submits its mortgage above referred to, to the provisions of the above and foregoing Declaration and the Wisconsin Unit Ownership Act, Chapter 703 of the Wisconsin Statutes

IN WITNESS WHEREOF, the said MILWAUKEE FEDERAL SAVINGS AND LOAN ASSOCIATION has caused this instrument to be signed by its duly authorized officers on its behalf

Dated and executed at Milwaukee, Wisconsin, this 21st day of August, 1972

MILWAUKEE FEDERAL SAVINGS AND LOAN ASSOCIATION

Bys/Michael J Doyle

Michael J Doyle Vice Pres

Attested to

By S/Arlene Schramkowski

Arlene Schramkowski Asst Secy

STATE OF WISCONSIN)
) ss
MILWAUKEE COUNTY)

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I, a notary public in and for said county and state, do hereby certify that
Michael J. Doyle and Arlene Schramkovski, Vice President
and Assistant Secretary, respectively, of the MILWAUKEE FEDERAL SAVINGS
AND LOAN ASSOCIATION, a Wisconsin corporation, personally known to me to be the
same persons whose names are subscribed to the foregoing instrument as such Vice
President and Assistant Secretary appeared before me this day in
person and acknowledged that they signed, sealed, and delivered, said instrument as
their free and voluntary act, and as the free and voluntary act of said corporation, for the
uses and purposes therein set forth

Given under my hand and notarial seal this 21st day of August, 1972

S/Robert L. Philips
Notary Public, State of Wisconsin
My Commission expires March 11, 1973

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CONSENT OF MORTGAGE HOLDER

The MIDLAND NATIONAL BANK, a national banking association, with offices at Milwaukee, Wisconsin, and mortgagee named in a certain mortgage executed by MILL VALLEY DEVELOPMENT COMPANY, a Wisconsin limited partnership, dated July 25, 1972, and recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin, on the 28th day of July, 1972, in Reel 667 at Images 5 and 6, as Document No 4693501, hereby consents to the execution and recording and filing of the above and foregoing Declaration of Conditions, Covenants, Restrictions and Easements regarding MILL VALLEY CONDOMINIUM HOMES, and hereby submits its mortgage above referred to, to the provisions of the above and foregoing Declaration and the Wisconsin Unit Ownership Act, Chapter 703 of the Wisconsin Statutes

IN WITNESS WHEREOF, the said MIDLAND NATIONAL BANK has caused this instrument to be signed by its duly authorized officers on its behalf

Dated and executed at Milwaukee, Wisconsin, this 21st day of August, 1972

MIDLAND NATIONAL BANK

By S/Lawrence Katz

Attested to

By S/Donald L. Schuelke

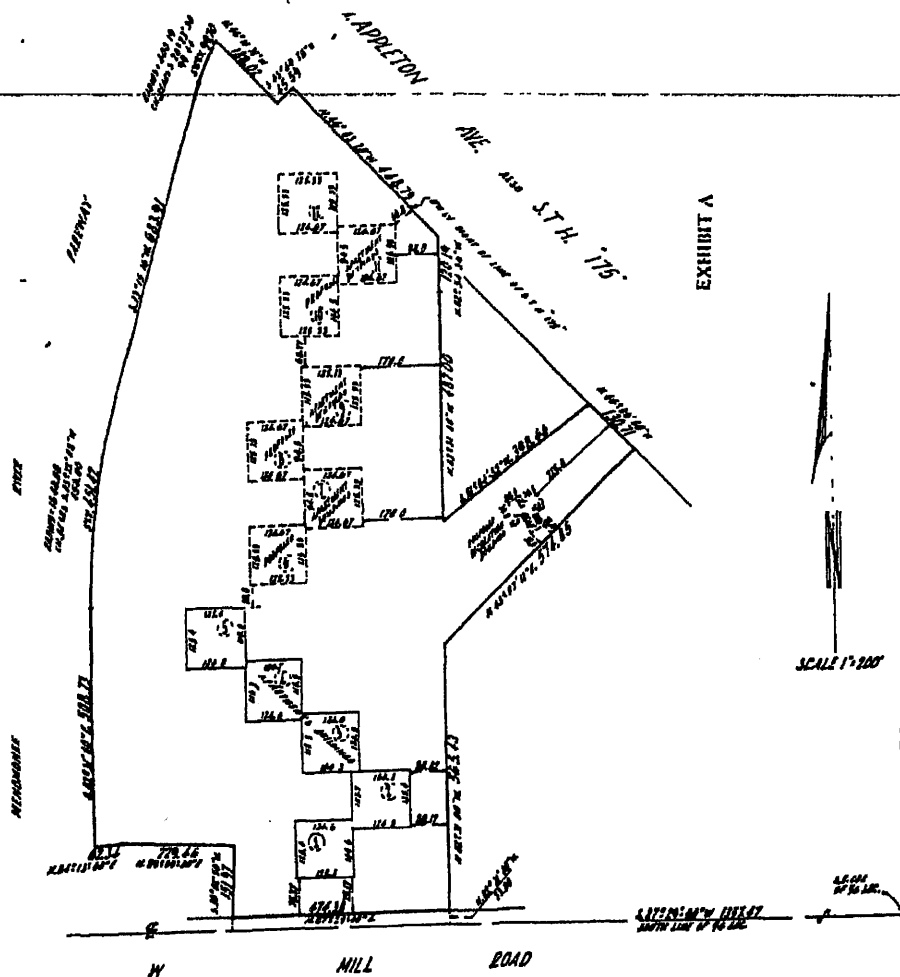
18 *63*

STATE OF WISCONSIN)
) ss
MILWAUKEE COUNTY)

I, a notary public in and for said county and state, do hereby certify that
Lawrence Katz and Donald L. Schuelke,
and _____, respectively, of the MIDLAND NATIONAL BANK, a
national banking association, personally known to me to be the same persons
whose names are subscribed to the foregoing instrument as such Vice President and
voluntary act of said corporation/ for the uses and purposes therein set forth
Given under my hand and notarial seal this 21st day of August, 1972

S/George A.
Eisen
Notary Public, State of Wisconsin
My Commission is permanent

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We certify that we have surveyed the above described property and that the above plat is an accurate survey and a true representation thereof and correctly shows the exterior boundary lines and location of buildings and other improvements on and property and the correct measurements thereof.

NATIONAL SURVEY SERVICE, INC.
CIVIL ENGINEERING AND SURVEYING
2400 NORTH 12TH STREET (414) 761-2010
MILWAUKEE, WIS 53209



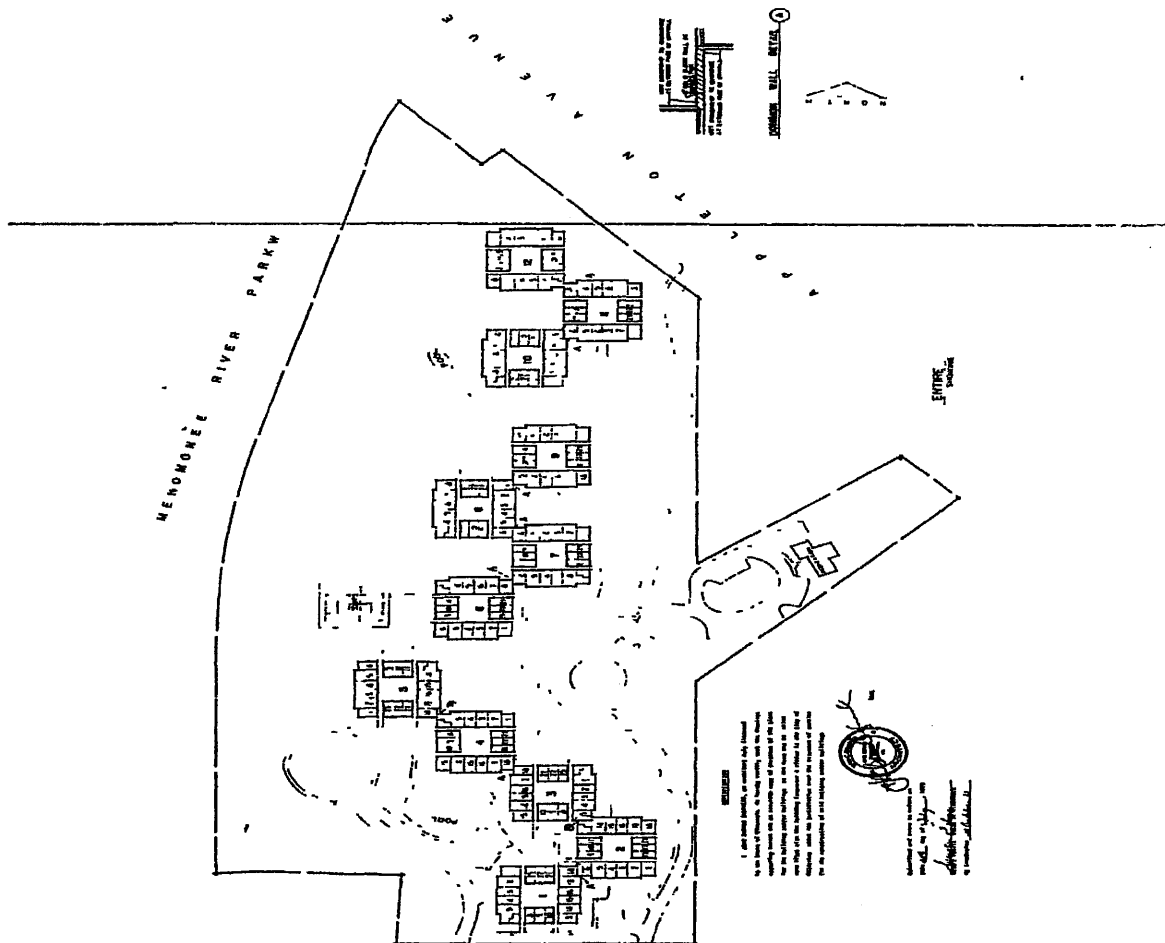
Harold C. Burke
SURVEYOR

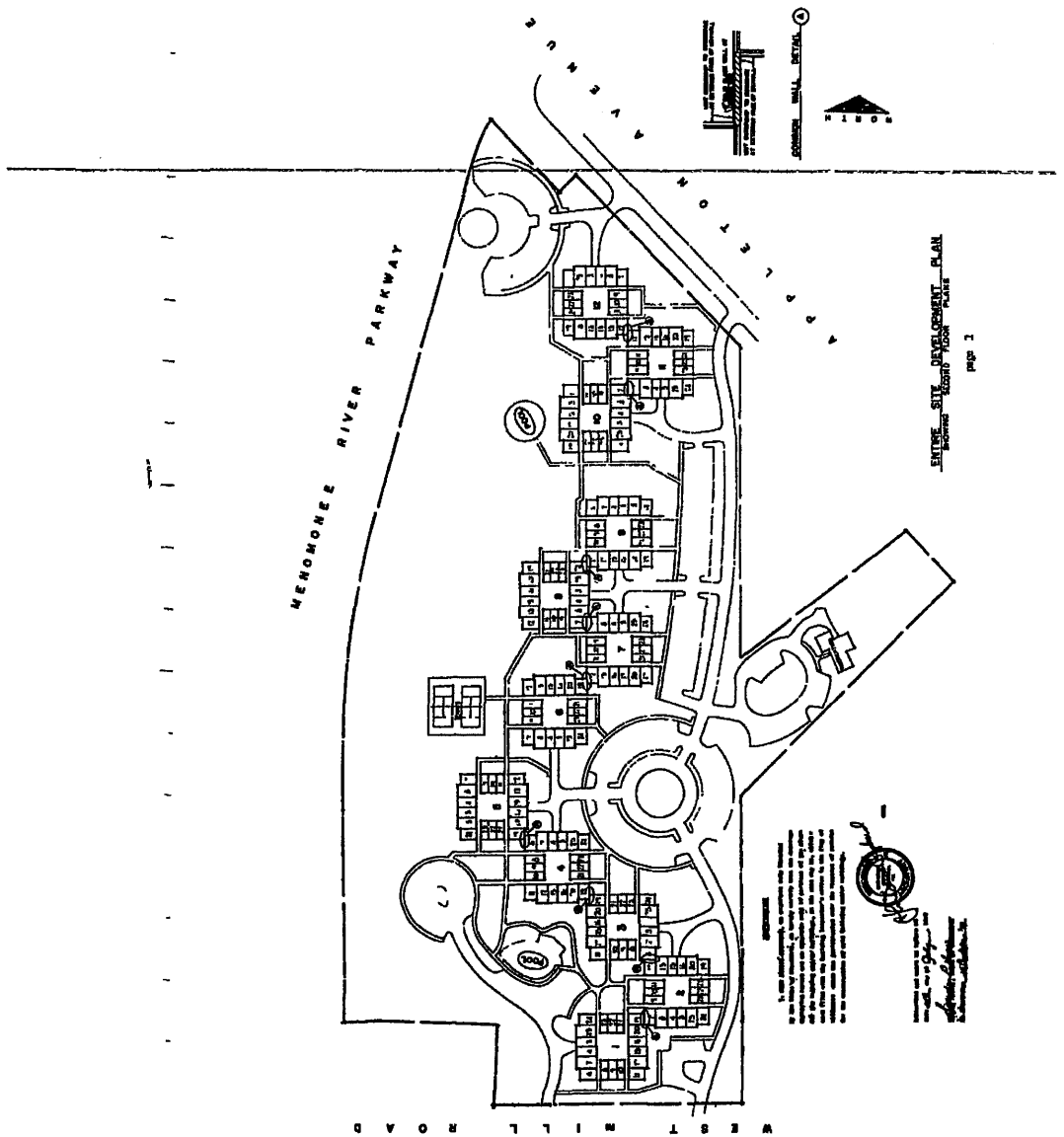


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** Not to be construed as actual size.

I as architect duly delegated by
the State of Wisconsin, do hereby certify
that that the drawings appearing herein
are a separate copy of portions of the
plan for the building and/or buildings as
the case may be, which were filed
inspector's Office in the City of
Milwaukee, which has jurisdiction over
the issuance permits for the
construction of said building and/ of
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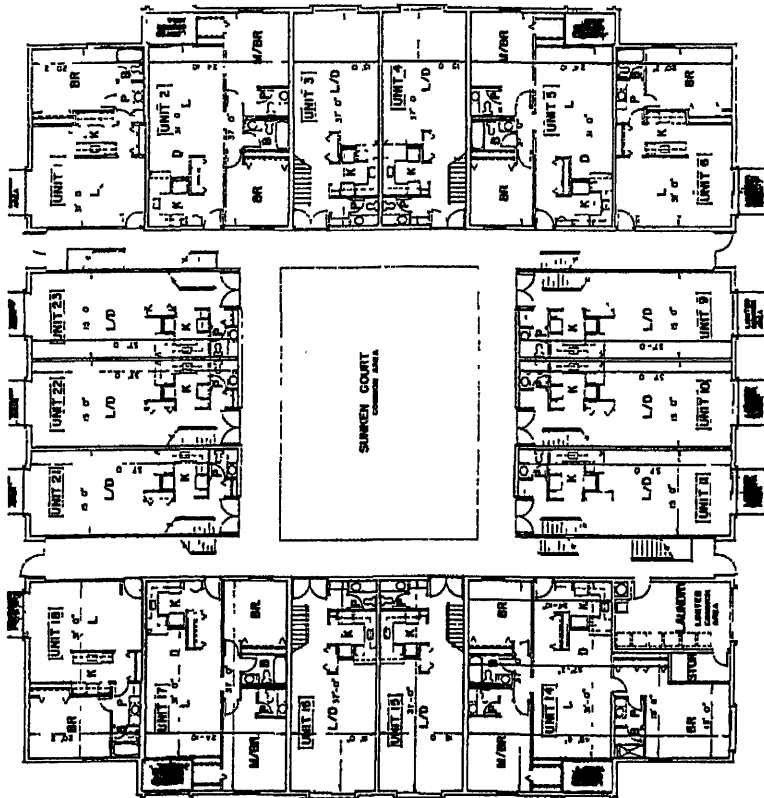


The floor plan illustrates the Sunken Court Commons Area, featuring 17 individual units arranged around a central common area. The units are labeled as follows:

- UNIT 1:** Located at the bottom left, featuring a master bedroom (M/BR), living/dining area (L/D), and kitchen (K).
- UNIT 2:** Located at the bottom left, featuring a living/dining area (L/D), kitchen (K), and bathroom (BR).
- UNIT 3:** Located at the bottom left, featuring a living/dining area (L/D), kitchen (K), and bathroom (BR).
- UNIT 4:** Located at the bottom left, featuring a living/dining area (L/D), kitchen (K), and bathroom (BR).
- UNIT 5:** Located at the bottom left, featuring a living/dining area (L/D), kitchen (K), and bathroom (BR).
- UNIT 6:** Located at the bottom right, featuring a living/dining area (L/D), kitchen (K), and bathroom (BR).
- UNIT 7:** Located at the bottom right, featuring a living/dining area (L/D), kitchen (K), and bathroom (BR).
- UNIT 8:** Located at the bottom right, featuring a living/dining area (L/D), kitchen (K), and bathroom (BR).
- UNIT 9:** Located at the bottom right, featuring a living/dining area (L/D), kitchen (K), and bathroom (BR).
- UNIT 10:** Located at the bottom right, featuring a living/dining area (L/D), kitchen (K), and bathroom (BR).
- UNIT 11:** Located at the bottom right, featuring a living/dining area (L/D), kitchen (K), and bathroom (BR).
- UNIT 12:** Located at the bottom right, featuring a living/dining area (L/D), kitchen (K), and bathroom (BR).
- UNIT 13:** Located at the bottom right, featuring a living/dining area (L/D), kitchen (K), and bathroom (BR).
- UNIT 14:** Located at the bottom right, featuring a living/dining area (L/D), kitchen (K), and bathroom (BR).
- UNIT 15:** Located at the bottom right, featuring a living/dining area (L/D), kitchen (K), and bathroom (BR).
- UNIT 16:** Located at the bottom right, featuring a living/dining area (L/D), kitchen (K), and bathroom (BR).
- UNIT 17:** Located at the bottom right, featuring a living/dining area (L/D), kitchen (K), and bathroom (BR).

The central area is labeled **SUNKEN COURT COMMONS AREA**. Other common areas include a **STAIR** and a **LAUNDRY** area. The plan also shows various other rooms and fixtures, including bedrooms (BR), living/dining areas (L/D), and kitchens (K).

FIRST FLOOR PLAN
ENDING



I, the undersigned, do hereby certify that the foregoing is a true and correct copy of the plan as shown to me by the architect and that the same may be used for the building under the provisions of the laws of the State of New York, subject to the jurisdiction of the Office of the City Engineer, with the permission of the Board of Health, for the construction of said building under the provisions of the laws of the State of New York.



Subscribed and sworn to before me this 1st day of July, 1914.
John J. [Signature]
 City Engineer, New York

FIRST FLOOR PLAN
 BUILDING 2

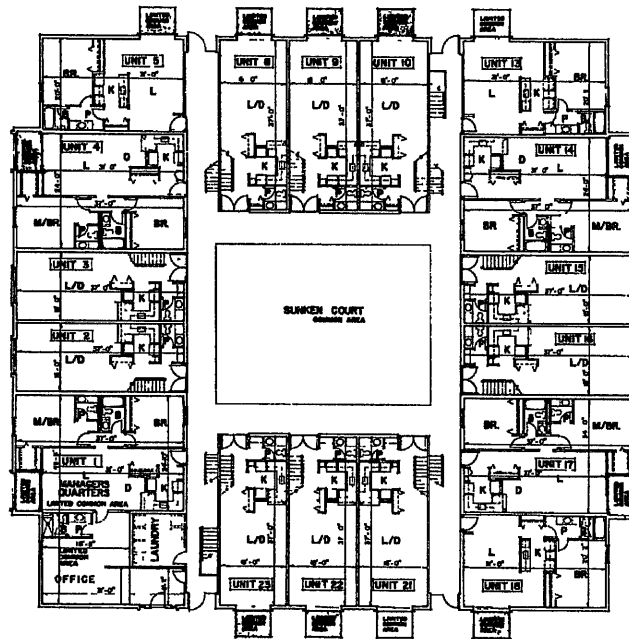
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FIRST FLOOR PLAN
BUILDING 4

page 6

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of 63



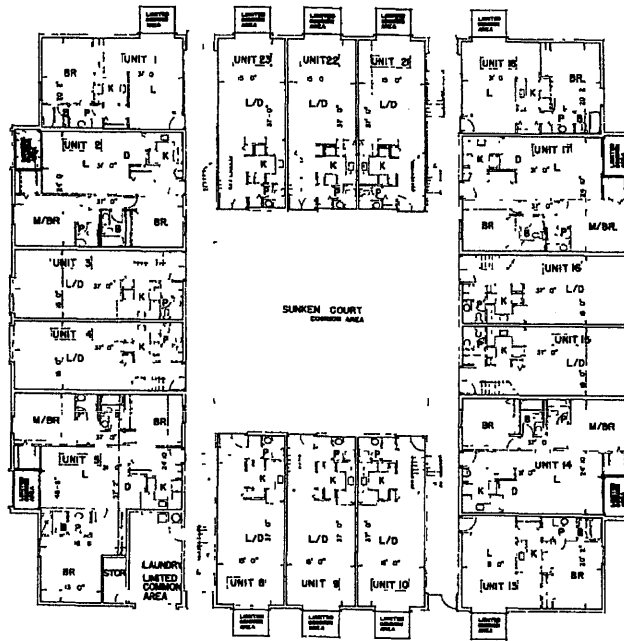
FIRST FLOOR PLAN
BUILDING 3 page 5

I, the undersigned, do hereby certify that the above is a true and correct copy of the plan for the building and/or building, as the case may be, which was filed with the Building Department of the City of Chicago, which has participated, over the course of several years, in the construction of said building under contract.



Subscribed and sworn to before me this 20th day of July, 1914.
Notary Public for the State of Illinois
By Notary Public, J. H. H. H.

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FIRST FLOOR PLAN
BUILDING 9 page 10

I, JAMES W. WILSON, do hereby certify that the above is a true and correct copy of the plan for the building under contract, as the same may be, which was filed with the Building Department of the City of Richmond, which was submitted to the Board of Public Works for the construction of said building under contract.

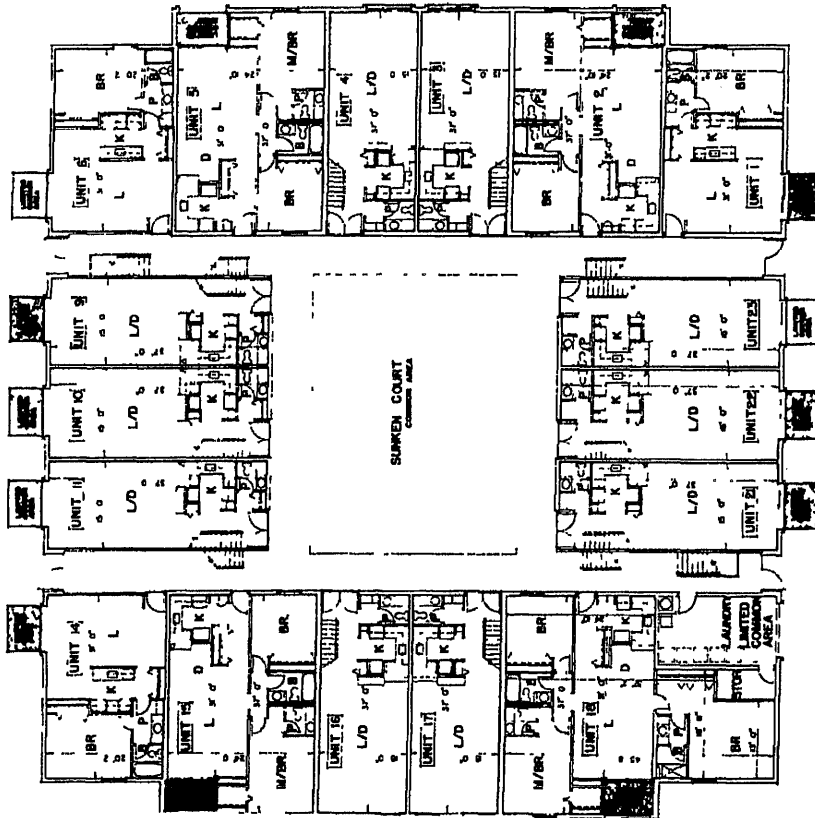


Subscribed and sworn to before me
this 2nd day of July, 1911
by me, J. W. Wilson, City Clerk

1 JOHN GANNON ADVISED AN UNIDENTIFIED MALE FRIEND
2 BY THE NAME OF WILSON, OF BIRMINGHAM, THAT THE EMPLOYERS
3 REPORTING HAD BEEN AN AMERICAN AND A PORTION OF THE PLANS
4 FOR THE BUILDING AND/OR BUILDING ON THE SAME MAY BE OBTAIN
5 WERE FILED WITH THE BUILDING INSPECTOR IN THE CITY OF
6 MEMPHIS. GANNON HAS JURISDICTION OVER THE TOWNSHIP OF MEMPHIS
7 FOR THE CONSTRUCTION OF BUILDING AND/OR BUILDINGS.



Louise Latham

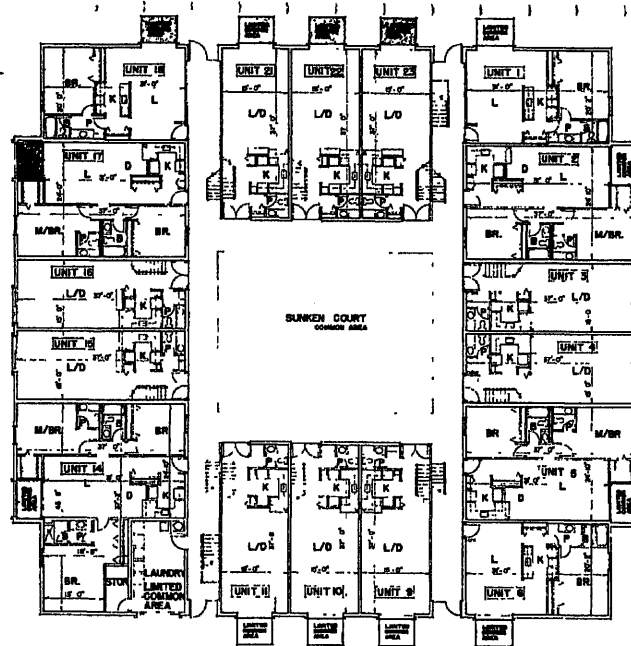


FIRST FLOOR PLAN
BUILDINGS 7 AND 10

8

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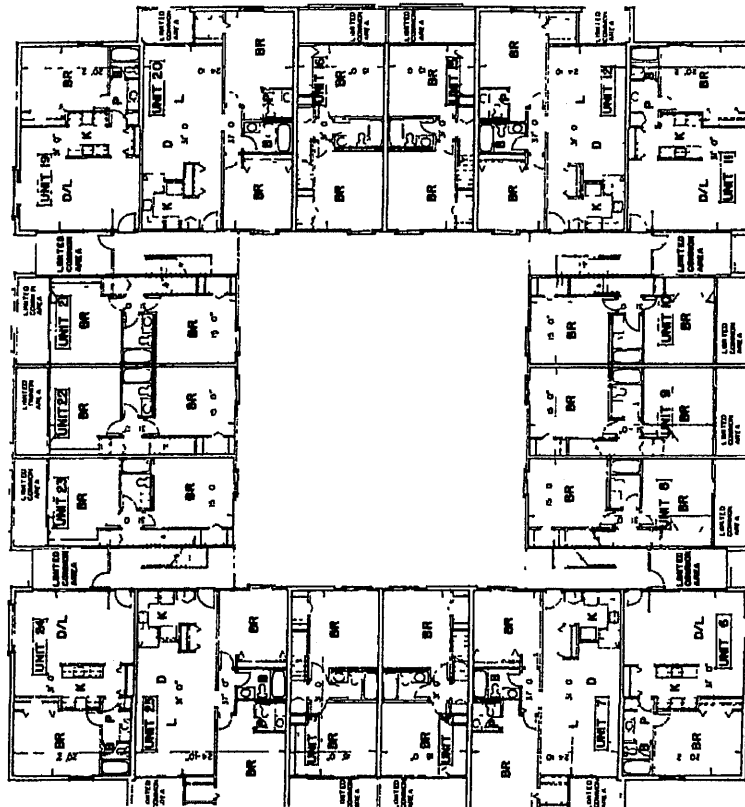


FIRST FLOOR PLAN
BUILDINGS 6, 8, 11, 12 page 9

I, JAMES WILSON, Surveyor, do hereby certify that the foregoing plat is a correct and true copy of the original plat on file in my office, and that the same has been duly recorded in the office of the Register of Deeds for the County of Wayne, Michigan, and that the same is a true and correct copy of the original plat on file in my office, and that the same has been duly recorded in the office of the Register of Deeds for the County of Wayne, Michigan.



Subscribed and sworn to before me
this 1st day of July
1994
Notary Public
for Michigan, *John A. [Signature]*



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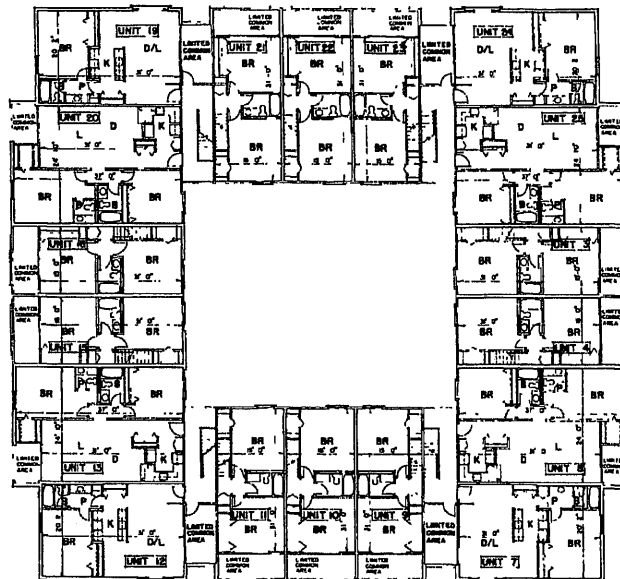
REVISIONS
 1. Add Section 100000 - Equipment and Machinery
 to the list of items to be furnished by the contractor.
 The items to be furnished by the contractor are as follows:
 For the building under construction, in the case of the, which
 was filed with the building inspector's office in the City of
 Houston, with the jurisdiction and the issuance of permits
 for the construction of said building under contract.



Subscribed and sworn to before me
 on the 24th day of July, 1967
 at Houston, Texas
 My Commission Expires 11th March, '68

SECOND FLOOR PLAN
 BUILDINGS 1 AND 4 page 11

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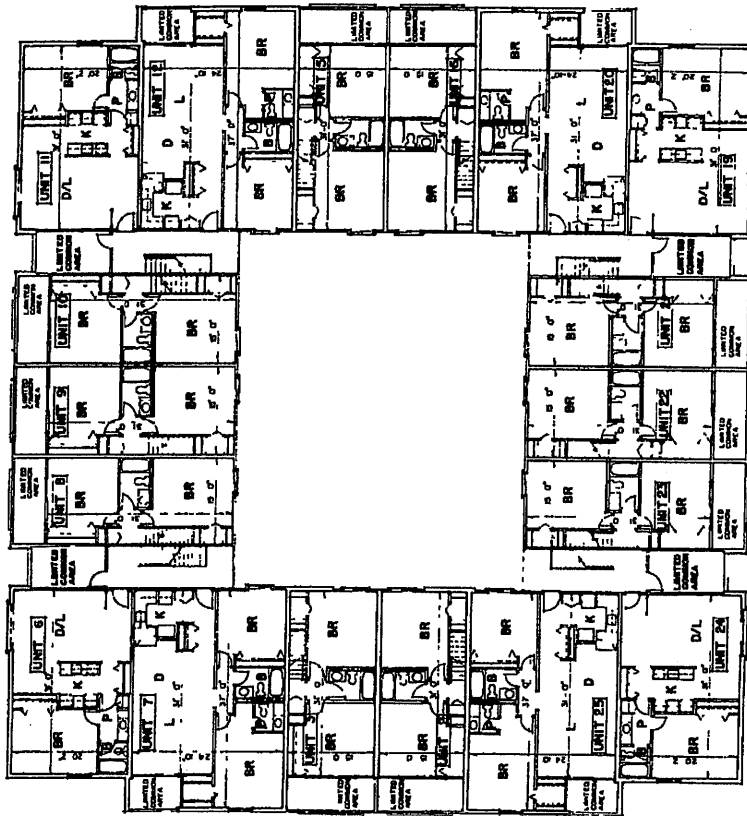


SECOND FLOOR PLAN
BUILDINGS E AND S
page 12

1. I, JOHN J. HARRIS, do hereby certify that the drawings
submitted herewith are an accurate and correct representation of the plan
for the building under building, at the time they were
submitted to the Building Inspector's office in the City of
Memphis, when the same were submitted for the purpose of
obtaining a permit for the construction of said building under building.

Submitted and sworn to before me on
this 10th day of July, 1971
John J. Harris
By Signature John J. Harris
My Commission 10/1/68





I, John J. [Signature], a Licensed Architect, do hereby certify that the drawings accompanying these plans are a true and correct representation of the building as shown on the plans, and that the same have been filed with the Building Inspector's Office in the City of [City Name], and that the same have been approved for the construction of said building under building.



Recorded and index to be made in the office of the City Clerk, the City of [City Name], on the [Date] day of [Month], 19[Year].
[Signature]
 City Clerk, [City Name], [State].

SECOND FLOOR PLAN
 BUILDING 3

page 13

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SECOND FLOOR PLAN

Page 14

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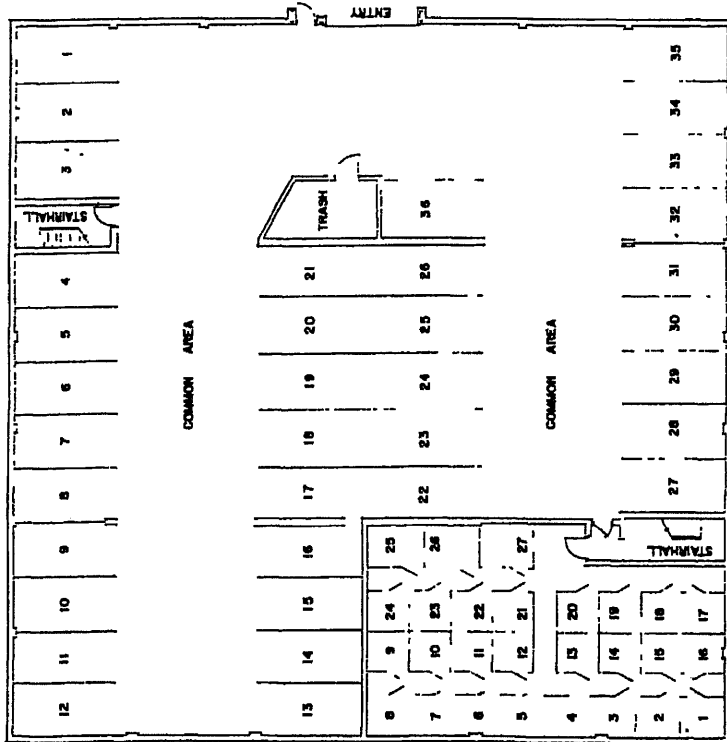
This is a detailed floor plan of the 10th floor of the World Trade Center. The plan shows a grid of units, each with its own layout of rooms and furniture. Units are labeled from 1001 to 1025. Common areas, including corridors and stairwells, are labeled as 'LIMITED COMMON AREA'. The plan also shows various rooms such as bedrooms (BR), living areas (L), dining areas (D), and kitchens (K). The layout is symmetrical, with units arranged in a central corridor system.

SECOND FLOOR PLAN
BUILDINGS 7 AND 10 page 16

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NOTE: INDIVIDUAL PARKING SPACES ARE NOT TO BE ASSIGNED AT TIME OF PURCHASE. COMMON AREAS ARE LIMITED TO COMMON AREAS TO BE ASSIGNED AT TIME OF PURCHASE.

NOTE: INDIVIDUAL STORAGE AREAS ARE LIMITED TO COMMON AREAS AND ARE TO BE ASSIGNED AT TIME OF PURCHASE.

DISCLAIMER

I, JAMES H. HARRIS, do hereby certify that the contents of this plan are true and correct and that the same have been prepared by me or under my direct supervision and that I am a duly licensed professional engineer in the State of Illinois.



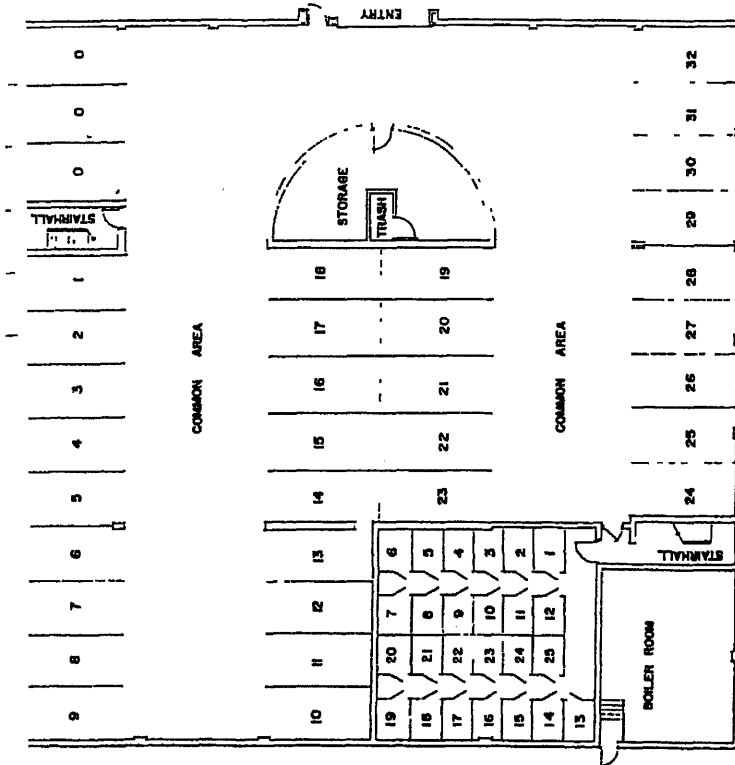
Subscribed and sworn to before me this 1st day of July, 1991.
James H. Harris
 Professional Engineer
 State of Illinois, No. 12345

BASEMENT PARKING PLAN

BUILDINGS 1 AND 5

page 17

58 63



NOTE: INDIVIDUAL PARKING SPACES AT 8' 6" BY 18' PORTLANDS 171 SQUARE FEET ARE LIMITED COMMON AREAS TO BE ASSIGNED AT TIME OF PURCHASE.

NOTE: INDIVIDUAL STORAGE AREAS ARE LIMITED COMMON AREAS ARE TO BE ASSIGNED AT TIME OF PURCHASE.

DISCLAIMER

I, JAMES K. HARRIS, JR., as architect, certify that the drawings for the building shown on the drawings are in accordance with the plans for the building shown on the drawings, and that I am not responsible for the construction of the building shown on the drawings, and that I am not responsible for the construction of the building shown on the drawings.

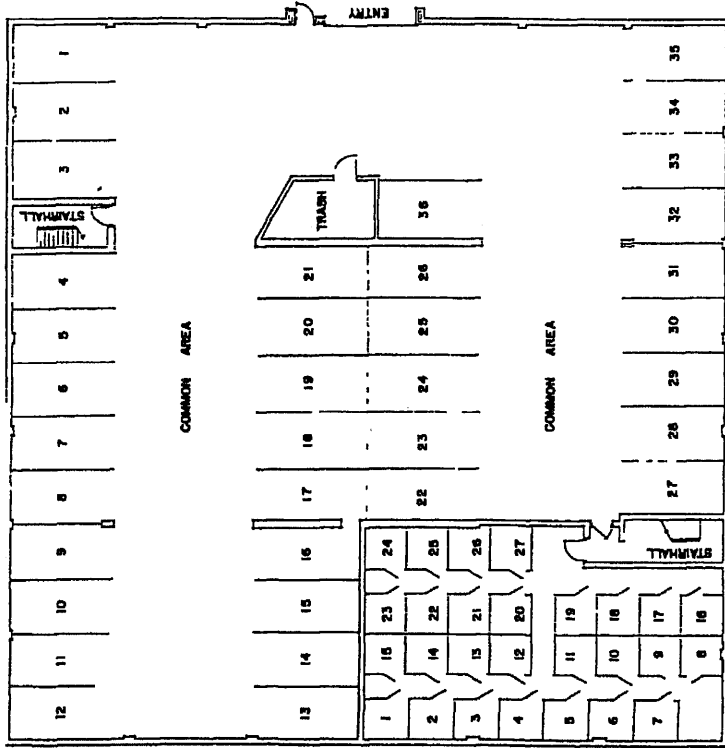


Submitted and sworn to before me this 1st day of July, 1971.
 JAMES K. HARRIS, JR., Architect
 State of New York, No. 11111

BASEMENT PARKING PLAN BUILDING 3

page 18

59 863



NOTE: INDIVIDUAL PARKING SPACES
AT 8' BY 16' CONTAINING 171
SQUARE FEET ARE LIMITED COMMON
AREAS TO BE ASSIGNED AT TIME
OF PURCHASE

NOTE: INDIVIDUAL STORAGE AREAS
ARE LIMITED COMMON AREAS
AND ARE TO BE ASSIGNED AT
TIME OF PURCHASE

BUILDINGS

1. All other building information is contained only in the
by the State of Wisconsin. In the event of a conflict, the
information contained herein shall prevail. The information
for the building and the building. The information for the
information for the building. The information for the building.
information for the building. The information for the building.
information for the building. The information for the building.
information for the building. The information for the building.



Submitted and sworn to before me
this 2nd day of July, 1997
at the County of Lincoln, Wisconsin
by the State of Wisconsin
in the County of Lincoln, Wisconsin

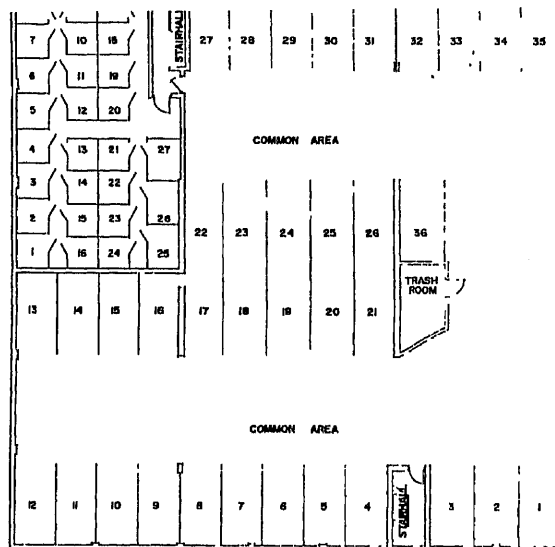
BASMENT PARKING PLAN

BUILDINGS 2

page 19

60 463

61
663



BASEMENT PARKING PLAN
BUILDING 4 page 20

NOTE: INDIVIDUAL PARKING SPACES AT 9'0" BY 18' CONTAINING 171 SQUARE FEET ARE LIMITED COMMON AREAS TO BE ASSIGNED AT TIME OF PURCHASE.

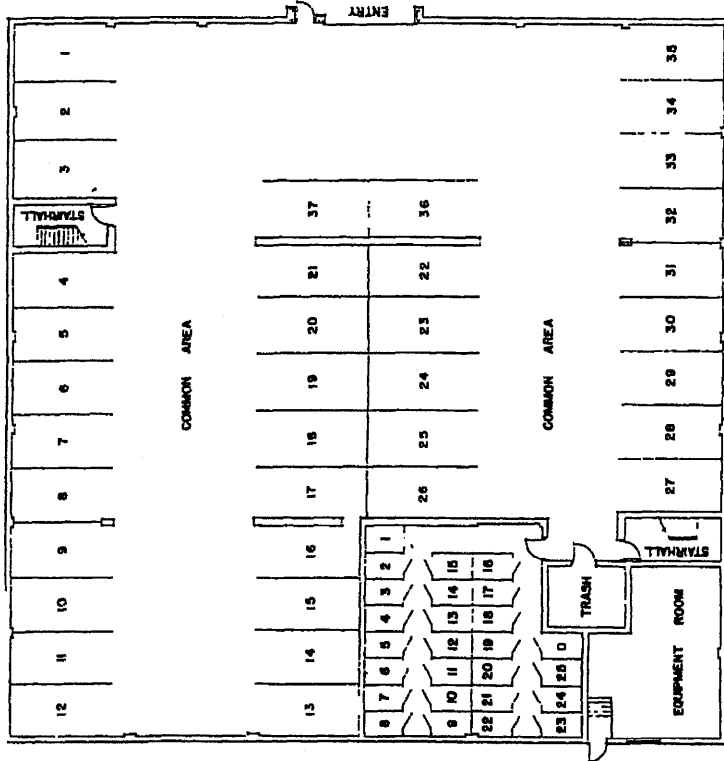
NOTE: INDIVIDUAL STORAGE AREAS ARE LIMITED COMMON AREAS AND ARE TO BE ASSIGNED AT TIME OF PURCHASE.

REVISIONS

1. ADD STAIRS AND TRASH ROOM TO THE PLAN. THE STAIRS AND TRASH ROOM ARE TO BE CONSTRUCTED BY THE STATE OF MICHIGAN. THE STAIRS AND TRASH ROOM ARE TO BE CONSTRUCTED BY THE STATE OF MICHIGAN. THE STAIRS AND TRASH ROOM ARE TO BE CONSTRUCTED BY THE STATE OF MICHIGAN.

Subscribed and sworn to before me on 04/11/2014 at 10:00 AM by *[Signature]* Notary Public for the State of Michigan.





NOTE: INDIVIDUAL PARKING SPACES
AT 6.6' BY 10' CONTAINING 66
SQUARE FEET ARE LIMITED COMMON
AREAS TO BE ASSIGNED AT TIME
OF PURCHASE.

NOTE: INDIVIDUAL STORAGE AREAS
ARE LIMITED COMMON AREAS
AND ARE TO BE ASSIGNED AT
TIME OF PURCHASE.

EXPLANATION

1. All spaces within the building shall be assigned
by the date of purchase as being within the building
specifying spaces are an integral part of the plan
for the building under building. The date may be used
and filed with the Building Department's office at the City of
Alameda, when the participant uses the building of space
for the construction of said building under building.



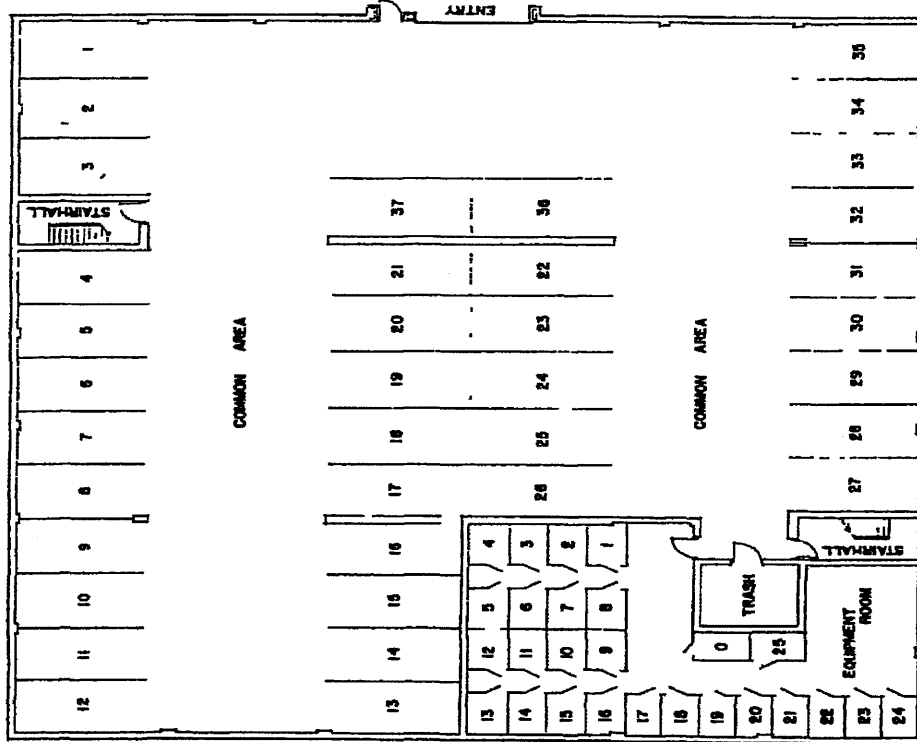
Submitted and sworn to before me this
10th day of July, 1961
by *James R. [Signature]*
My Commission Expires *12/1/61*

BASEMENT PARKING PLAN

BUILDINGS 8 AND 12

Sheet 71

62 663



NOTE: INDIVIDUAL PARKING SPACES AT 9'6" BY 18' CONTAINING 171 SQUARE FEET ARE LIMITED COMMON AREAS TO BE ASSIGNED AT TIME OF PURCHASE

NOTE: INDIVIDUAL STORAGE AREAS ARE LIMITED COMMON AREAS AND ARE TO BE ASSIGNED AT TIME OF PURCHASE

REZOLUTION

I, JAMES M. HARRIS, as well as the City of Chicago, do hereby certify that the foregoing is a true and correct copy of the plan for the building and/or buildings as shown on the plan, which were filed with the Building Department of the City of Chicago, when the jurisdiction and the license of practice for the construction of said building and/or buildings



Subscribed and sworn to before me this 1st day of July, 1911
 J. M. Harris
 City Clerk

BASMENT PARKING PLAN
 BUILDINGS 6, 7, 9, 10 AND 11

63 663

MILL VALLEY HOMES ASSOCIATION, INC.

DISCLOSURE MATERIALS

SECTION C

BYLAWS

BY-LAWS
OF
MILL VALLEY HOMES ASSOCIATION INC

ARTICLE I
NAME AND LOCATION

The name of the corporation is MILL VALLEY HOMES ASSOCIATION, INC , hereinafter referred to as the "Association " The principal office of the corporation shall be located at 11936 West Mill Road, Milwaukee, Wisconsin, but meetings of members and directors may be held at other places within the State of Wisconsin

ARTICLE II
DEFINITIONS

Section 1 "Association" shall mean and refer to MILL VALLEY HOMES ASSOCIATION, INC , a corporation organized pursuant to Chapter 181 of the Wisconsin Statutes, its successors and assigns

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Unit Ownership

Section 3 "Common Area" shall mean and refer to all real property maintained by the Association for the common use and enjoyment of the owners

Section 4 "Limited Common Area" shall mean and refer to real property and appurtenances which are a part of the common area, and set aside for the exclusive use and enjoyment of specific owners Limited common areas shall be maintained as hereinafter provided

Section 5 "Unit" shall mean and refer to any unit shown upon the recorded plat of survey of the Properties

Section 6 "Owner" shall mean and refer to the record owner, whether one or more

26 *63*

persons or entities, of the fee simple title to any unit which is a part of the Properties, but excluding those having such interest merely as security for the performance of an obligation

Section 7 "Developer" shall mean and refer to MILL VALLEY DEVELOPMENT COMPANY, a Limited Partnership, its successors, and assigns

~~Section 8 "Declaration" shall mean and refer to the Declaration of Unit Ownership~~
applicable to the Properties recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin

ARTICLE III

MEMBERS, VOTING AND MEETINGS

Section 1 Members This corporation shall have one class of members, and the rights and qualifications of the members are as follows

- (a) "Unit Owner Members" Every unit owner upon acquiring title to a unit, under the terms of the Declaration, shall automatically become a member of the Association and shall remain a member thereof until such time as his ownership of such unit ceases for any reason, at which time his membership in the Association shall automatically cease
- (b) "One Membership Per Unit" If title to a unit is held by more than one person, the membership related to that unit shall be shared by such owners in the same proportionate interests and by the same type of tenancy in which the title to the unit is held A unit owner shall be entitled to one membership for each unit owned
- (c) "Transfer of Membership" Each such membership shall be appurtenant to the unit upon which it is based and shall be transferred automatically upon conveyance of that unit Membership in the Association may not be transferred, except in connection with the transfer of a unit Upon transfer of a unit, the Association shall, as soon as possible thereafter, be given written notice of such transfer, including the name of the new

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owner, identification of unit, date of transfer, and any other information about the transfer which the Association may deem pertinent

Section 2 "Voting Rights" Each member shall be entitled to the number of votes as set forth in the Declaration

Section 3 "Quorum and Proxies for Members' Meetings" A quorum for members' ~~meetings shall consist of 20 percent of the vote entitled to be cast~~ ~~Votes may~~ be cast in person or by proxy Proxie shall be valid only for the particular members' meeting designated therein and must be filed with the Secretary before the appointed time of the meeting The vote of the owners of a unit owned by more than one person or by some other entity shall be cast by a person named in a certificate signed by all of the owners of the unit and filed with the Secretary of the Association If any meeting of members cannot be organized because a quorum is not present, a majority of the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present without further notice At such adjourned meeting at which a quorum shall be present or represented any business may be transacted which might have been transacted at the meeting as originally notified

Section 4 "Time, Place, Notice and Calling of Members' Meetings " Written notice of all meetings stating the time and place and the purpose for which the meeting is called shall be given by the President or Secretary, unless waived in writing, to each member at his address as it appears on the books of the Association and shall be mailed, or personally delivered, not less than five (5) days, nor more than twenty (20) days prior to the date of the meeting Notice of meeting may be waived, before or after meetings Meetings shall be held at such time and place as may be designated by the Board of Directors The annual meeting shall be held the third Tuesday in July of each year for the purpose of electing directors, presenting the proposed budget to the member of Mill Valley Homes Association, Inc , and transacting any other business authorized to be transacted by the members Special meetings of the members shall be held whenever called by the President or any two members

of the Board of Directors and must be called by such officers upon receipt of a written request signed by members with one-third or more of all votes entitled to be cast [Amended 1975]

ARTICLE IV

BOARD OF DIRECTORS

Section 1 "Number and Qualifications of Directors" The initial Board of Directors shall consist of three (3) persons and thereafter shall consist of not less than three (3), nor more than seven (7), as is determined from time to time by the members Except for the initial Board of Directors, each member of the Board of Directors shall be a member of the Association or in the event that such member of the Association is not a person, the appointee of such member of the Association

Section 2 "Powers and Duties of the Board of Directors" The affairs of the Association shall be governed by the Board of Directors All powers and duties as shall be necessary for the administration of the affairs of the Association shall be exercised by the Board of Directors Such powers and duties shall be exercised in accordance with the provisions of the Declaration and the Articles of Incorporation.

Section 3 "Nomination, Election and Term of Directors" At the annual meeting of the Association, the members shall nominate three Board members for a two year term and four Board members for a one year term, thus always having a carryover of previous Directors for an efficient operation This resolution commences 1976 [Amended 1975] Except as provided in the Declaration, nomination for election to the Board of Directors shall be made by the Nominating Committee Nominations may also be made from the floor at the annual meeting The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled

Section 4 "Vacancies on Board" Vacancies on the Board of Directors caused by any reason other than the removal of a director by a vote of the members shall be filled by a 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 members

~~Section 5 "Removal of Directors." At any regular or special meeting duly called,~~

any one or more of the directors may be removed with or without cause by a majority of the votes of the members entitled to be cast In the event of death, resignation, or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor

Section 6 "Regular Meetings and Notice" The Mill Valley Annual Meeting for the purpose of electing directors and transacting any other business authorized to be transacted by the members will now be combined with the Annual Budget Meeting held on the second Monday of July Notice of the regular annual meeting of the Board of Directors shall not be required

Section 7 "Special Meetings and Notice" Special meetings of the Board of Directors may be called by the President or by two (2) directors on three (3) days prior written notice to each director, given personally or by mail, which notice shall state the time, place, and purpose of the meeting

Section 8 "Waiver of Notice" Before, at, or after 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 of the time and place thereof If all of 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 9 "Quorum of Directors - Adjournments" 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 shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time without further notice. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting as originally called may be transacted.

Section 10 "Fidelity Bonds " The Board of Directors may require that some or all officers and/or employees of the Association shall furnish adequate fidelity bonds. The premium on any such bonds shall be paid for by the Association.

Section 11 "Liability of Directors and Officers " No person shall be liable to the Association for any loss or damage suffered by it on account of any action taken or omitted to be taken by him as a director or officer of the Association, if such person (a) exercised and used the same degree of care and skill as a prudent man would have exercised or used under the circumstances in the conduct of his own affairs, or (b) took or omitted to take such action in reliance upon advice of counsel for the Association or upon statements made or information furnished by officers or employees of the Association, which he had reasonable grounds to believe to be true. The foregoing shall not be exclusive of other rights and defenses to which he may be entitled as a matter of law.

Section 12 "Compensation " No director shall receive compensation for any service he may render as a director of the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 13 "Action Taken Without A Meeting " The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1 "Powers " In addition to their other authority, the Board of Directors shall have power to

- (a) adopt and publish rules and regulations governing the use of the common areas (general and limited) and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof,
- (b) suspend the voting rights and right to use the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations,
- (c) exercise for the Association all powers, duties, and authority vested in or delegated to the Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration,
- (d) remove a member of the Board of Directors with or without cause,
- (e) employ a resident manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties,
- (f) foreclose the lien against property for which assessments are not paid within sixty (60) days after due date or to bring an action at law against the owner personally obligated to pay the same
- (g) any officer or the manager of the Association is authorized to sign and verify the "Statement of Condominium Lien" required by Section 703.16 (4) of the Wisconsin Condominium Ownership Act

Section 2 "Duties " It shall be the duty of the Board of Directors to

- (a) cause to be kept a complete record of all its acts and corporate affairs

and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one fourth (1/4) of the members who are entitled to vote,

- (b) supervise all officers, agents and employees of the Association, and to see that their duties are properly performed,
- (c) fix the amount of the annual assessment against each Unit at least thirty (30) days in advance of each annual assessment period, as provided in the Declaration
- (d) send written notice of each assessment to every Owner subject thereto at least ten (10) days in advance of each annual assessment period, as provided in the Declaration,
- (e) issue, or to cause to be issued, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment,
- (f) procure and maintain adequate liability, hazard, and other insurance on property owned by the Association as required by the Declaration,
- (g) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate,
- (h) cause the Common Areas to be maintained,
- (i) charge, in its discretion, reasonable fees for the use of any recreational facility situated upon the Common Areas
- (j) charge interest on any assessment not paid

ARTICLE VI
OFFICERS

Section 1 "Designation, Election and Removal" The principal officers of the Association shall be President, Vice-President, Secretary, and Treasurer, to be elected annually by the Board of Directors. Upon the 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 successor shall be elected at the regular meeting of the Board of Directors, or at any special meeting called for that purpose

Section 2 "President " The President shall be selected from among the Directors and shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all the general powers and duties which are usually vested in the office of President, including but not limited to, the power to sign, together with any other officer designated by the Board, any contracts, checks, drafts, or other instruments on behalf of the Association in accordance with the provisions herein

Section 3 "Vice-President " The Vice-President shall take the place of the President and perform his duties 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 upon him by the Board of Directors

Section 4 "Secretary " The Secretary shall keep the minutes of all meetings of the Board of Directors and of the Association and shall have charge of the Association's books and records, and shall, in general, perform all the duties incident to the office of Secretary

Section 5 "Treasurer " The Treasurer shall have responsibility for the Association's funds and shall be responsible for keeping full and accurate accounts of all receipts and disbursements and financial records and books of account

belonging to the Association. He shall be responsible for the deposit of all monies and all valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors. The Treasurer shall also be responsible for the billing and collection of all common charges and assessments made by the Association.

ARTICLE VII

DUTIES AND OBLIGATIONS OF UNIT OWNERS

Section 1 "Rules and Regulations." The units and the common areas and facilities and limited common areas (hereinafter in this paragraph sometimes collectively referred to as "commons") shall be occupied and used in accordance with the Declaration, the Articles of Incorporation, these By-Laws, and the rules and regulations of the Association, including the following:

- (a) "Use." No unit owner shall occupy or use his unit or the limited common areas appurtenant thereto, or permit the same or any part thereof to be occupied or used for any purpose other than as a private residence for the owner, the owner's family, or the owner's lessees or guests.
- (b) "Obstructions." There shall be no obstruction of the common areas and facilities and nothing shall be stored therein without the prior consent of the Association. Any modification to a unit that results in either a temporary or permanent protrusion in the air space of a common area shall be considered an obstruction and is expressly forbidden without the prior written consent of the Association.
- (c) "External Appearance." No structural, ornamental, or other modifications to the external portion of a unit that affects the external appearance of the unit may be made and is expressly forbidden without the prior written consent of the Association.

- (d) "Internal Appearance " No structural, ornamental, or other modifications to the internal portion of a unit that affects the external appearance of the properties may be made and is expressly forbidden without the prior written consent of the Association
- (e) "Increase of Insurance Rates " Nothing shall be done or kept in any unit ~~or in the commons which will increase the rate of insurance on the~~ commons, without the prior consent of the Association No unit owner shall permit anything to be done or kept in his unit or in the commons which will result in the cancellation of insurance on any unit or any part of the commons, or which would be in violation of any law or ordinance No waste will be committed in the commons
- (f) "Signs " No sign of any kind shall be displayed to the public view on or from any unit or the commons without the prior consent of the Association
- (g) "Animals " No animals, livestock, or poultry of any kind shall be raised, bred or kept in any unit in buildings 1, 2, 3, 4, 7, 8, 9, 10 and 11 Dogs, cats, or other customary household pets only, may be kept in any unit in buildings 5, 6 and 12, all subject to rules and regulations which may be hereafter adopted by the Association regarding same
- (h) "Noxious Activity." No noxious or offensive activity shall be carried on in any units or in the commons, nor shall anything be done therein that may be or become an annoyance or nuisance to others
- (i) "Alteration, Construction or Removal " Nothing shall be altered or constructed in or removed from the common areas and facilities, except upon the written consent of the Association
- (j) "Conflict." The above rules and regulations, and those which may be hereinafter adopted by the Association, are in addition to the Declaration and the documents, contracts, declarations and easements set forth in the Declaration, and in the event of a conflict, the Declaration and contracts, declarations and easements therein shall govern

- (k) "Washers and dryers " No owner shall be allowed to install washers and dryers in his individual unit

Section 2 "Certain Work Prohibited " No unit owner shall do any work that would jeopardize the soundness or safety of the property, reduce the value thereof, or impair any easement or hereditament without first obtaining, in every such case, the unanimous consent of all the other unit owners.

Section 3 "Maintenance and Repair of Units " Every unit owner must perform properly all maintenance and repair work within his own unit, which if omitted would affect the project in its entirety or a portion belonging to another owner, and such owner shall be personally liable to the Association for any damages caused by his failure to do so

Section 4 "Limited Common Areas." Every unit owner must maintain the limited common areas appurtenant to his unit in clean and proper condition including, but not limited to, the maintenance and replacement of carpeting installed on balconies and/or patios No objects or structures, other than movable furniture or decorative pieces, shall be placed thereon without the prior written consent of the Board of Directors of the Association Every unit owner shall have the right to decorate the limited common area appurtenant to his unit in a non-structural manner provided that decorations which are visible from the adjoining streets or other units shall have the prior written approval of the Board of Directors of the Association Any common area plantings and decorations must be pre-approved by the Board in accordance with By-laws

Section 5 "Amendment and Adoption of Additional Rules and Regulations " The Board may from time to time adopt additional rules and regulations governing the operation, maintenance, beautification and use of the common areas and facilities, the limited common areas, and the units, not inconsistent with the terms of the Declaration, and the Association's members shall conform to and abide by all such rules and regulations A violation of any such rules or regulations shall constitute a violation of the Declaration

ARTICLE VIII
AMENDMENTS

Section 1 "By Members " These By-Laws may be altered, amended, or repealed, and new By-Laws may be adopted by the members at any meeting called for such purpose by an affirmative vote of two-thirds (2/3) of all of the votes ~~entitled to be cast, provided however, that so long as Developer is owner of~~ any unit, which has not initially been sold, no such vote shall be effective without the consent of Developer

Section 2 "By Directors " These By-Laws may be altered, amended, or repealed and new By-Laws may be adopted by the Board of Directors by an affirmative vote of a majority of the directors present at any meeting at which a quorum is in attendance, but no By-Law adopted by the members of the Association shall be amended or repealed by the Board of Directors if the By-Law so adopted so provides So long as Developer is the owner of any unit which has not initially been sold, no action of the Board of Directors under this paragraph shall be effective without the consent of Developer

ARTICLE IX
GENERAL

Section 1 "Fiscal Year" The fiscal year shall begin on the first day of September and end on the Last day of August of each year

Section 2 "Seal." The Board of Directors shall provide a corporate seal which shall be circular in form and shall have inscribed therein the name of the corporation and the words "Corporate Seal, Wisconsin

Section 3 "Record of Ownership" Every unit owner shall promptly cause to be duly recorded the deed, assignment, or other conveyance to him of his unit or other evidence of his title thereto, and shall file any lease thereof with the Board of Directors, and the Secretary shall maintain all such information in the records of ownership of the Association

Section 4 "Mortgages." Any unit owner who mortgages his unit or any interest

therein shall notify the Board of Directors of the name and address of his mortgagee, and also of the release of such mortgage, and the Secretary shall maintain all such information in the records of ownership of the Association. The Board of Directors at the request of any mortgagee or prospective purchaser of any unit or interest therein shall report to such person the amount of any assessments against such unit then due and unpaid

Section 5 "Indemnity of Officers and Directors" Every person who is or was a director or officer of the Association shall (together with the heirs, executors, and administrators of such person) be indemnified by the Association against all loss, costs, damages, and expenses (including reasonable attorneys' fees) asserted against, incurred by, or imposed upon him in connection with or resulting from any claim, action, suit, or proceeding, including criminal proceedings, to which he is made or threatened to be made a party by reason of his being or having been such director or officer, except as to matters as to which he shall be finally adjudged in such action, suit, or proceeding, to be liable for gross negligence or willful misconduct. In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of gross negligence or willful misconduct in the performance of his duty as such director or officer in relation to the matter involved. The Association, by its Board of Directors, may indemnify in like manner, or with any limitations, any employee or former employee of the Association with respect to any action taken or not taken in his capacity as such employee. The foregoing rights of indemnification shall be in addition to all rights to which officers, directors or employees may be entitled as a matter of law.

All liability, loss, damage, costs, and expenses incurred or suffered by the Association by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Association as common expenses, provided, however, that no provisions in this Article IX shall be deemed to obligate the Association to indemnify any member or owner of a

unit who is or has been an employee, director, or officer of the Association with respect to any duties or obligations assumed or liabilities incurred by him under and by virtue of the Declaration, Wisconsin's Unit Ownership Act, the Articles, and these By-Laws, as a member of the Association, or owner of a unit covered thereby

~~Section 6. "Subordination " These By-Laws are subordinate and subject to all~~

provisions of the Declaration and any amendments thereto and the Unit Ownership Act under the laws of the State of Wisconsin, which shall control in case of any conflict All terms herein (except where clearly repugnant to the context) shall have the same meaning as in the Declaration or said Unit Ownership Act

Section 7 "Interpretation " In case any provision of these By-Laws shall be held invalid, such invalidity shall not render invalid any other provision hereof which can be given effect Nothing in these By-Laws shall be deemed or construed to authorize the Association or Board of Directors to conduct or engage in any active business for profit on behalf of any or all of the unit owners

Section 8 "VIEWS." The MILL VALLEY VIEWS is the legal publication for official motions and business of MILL VALLEY HOMES ASSOCIATION, INC

MILL VALLEY HOMES ASSOCIATION, INC.

DISCLOSURE MATERIALS

SECTION D

ARTICLES OF INCORPORATION

-----United States of America-----

State of Wisconsin
Department 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 August 23, 1972 Articles of Incorporation were filed in my office³ under the provisions of Chapter 181 of the Wisconsin Statutes, for the following corporation formed

WITHOUT STOCK AND NOT FOR PROFIT

Name MILL VALLEY HOMES ASSOCIATION, INC

Principal Office 536 North 27th Street
Milwaukee, Wisconsin 53208

Purposes for which organized 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 Chap 703 of the Vis Stats, entitled "Unit Ownership Act",

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 Milwaukee County, Wisconsin, on August 28, 1972

THEREFORE, 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 September 1, 1972




ROBERT C. ZIMMERMAN
Secretary of State

20 663

ARTICLES OF INCORPORATION

OF

MILL VALLEY HOMES ASSOCIATION, INC.
(A Non-Stock, Non-Profit Corporation)

~~-----The undersigned, being a natural person over the age of twenty-one (21) years-----~~
and acting as incorporator of a non-stock, non-profit organization under the provisions
of the Wisconsin Non-Stock Corporation Law, Chapter 181 of the Wisconsin Statutes,
does hereby adopt the following as the Articles of Incorporation of such corporation

ARTICLE I

Name

The name of the corporation shall be MILL VALLEY HOMES ASSOCIATION,
INC

ARTICLE II

Period of Existence

The period of existence of the corporation shall be perpetual

ARTICLE III

Purposes

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 (such real
estate and improvements hereinafter sometimes referred to as "condominium
property"), as provided in Chap 703 of the Wis Stats, entitled "Unit Ownership
Act" and subject to the terms and conditions of the Condominium Declaration
for Mill Valley Condominium Homes, as recorded, in the Office of the Register
of Deeds for Milwaukee County, Wisconsin (hereinafter referred to as
"Declaration"),

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- (b) To serve as a means through which the unit owners may collectively and efficiently administer, manage, operate and control the condominium property in accordance with the Unit Ownership Act and the Declaration, and
 - (c) To engage in any lawful activity within the purposes for which a non-stock, non-profit corporation may be organized under the Wisconsin Non-Stock Corporation Law, Chapter 181 of the Wisconsin Statutes, subject to the Unit Ownership Act and the Declaration
-

ARTICLE IV

Powers

The corporation shall have all of the powers enumerated in the Wisconsin Non-Stock Corporation Law, to the extent not inconsistent with the Unit Ownership Act, or the Declaration, or the By-Laws, including without limitation, the following

- (a) To exercise exclusive management and control of the common areas and facilities and limited common areas described and set forth in the Declaration,
- (b) To maintain, repair, replace, reconstruct, operate, and protect the common areas and facilities and limited common areas as set forth in the Declaration,
- (c) To hire, engage or employ and discharge such persons or entities as it may deem necessary or advisable to assist in the management of its affairs or to properly effectuate the duties and responsibilities of the corporation as set forth in the Declaration,
- (d) To determine, levy, and collect assessments against the unit owners and use the proceeds thereof in the exercise of its powers and duties, including without limitation, the payment of operating expenses of the corporation and the common expenses relating to the maintenance, repair, replacement, reconstruction, operation, and protection of the common areas and facilities and limited common areas as described and set forth in the Declaration,
- (e) To purchase insurance on the condominium property and insurance for the benefit of the corporation and its members as set forth in the Declaration,
- (f) To make and amend reasonable regulations governing the use and operation of the condominium property in the manner provided by the Declaration,

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- (g) To enforce by legal means the provisions of the Unit Ownership Act, the Declaration, the By-Laws, and any rules and regulations governing the use and operation of the condominium property,
- (h) To establish and maintain one or more bank accounts for deposit and withdrawal of the funds of the corporation, and
- (i) To do all things necessary or convenient to effectuate the purposes of the Declaration

ARTICLE V

Members

There shall be one class of members designated as "Unit Owner Members " The respective rights and qualifications of members are set forth in the By-Laws of the corporation

ARTICLE VI

Principal Office and Registered Agent

The location of the principal office of the corporation shall be 535 North 27th Street, Milwaukee, Wisconsin, 53208, and the initial registered agent shall be Michael D Rosen, 536 North 27th Street, Milwaukee, Wisconsin, 53208

ARTICLE VII

DIRECTORS

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

The number of directors constituting the initial Board of Directors shall be three, and the names and addresses of the initial directors are

Michael D Rosen	536 North 27th Street Milwaukee, Wisconsin 53208
William Berland	536 North 27th Street Milwaukee, Wisconsin 53208

Robert B Peregrine 633 West Wisconsin Avenue
Milwaukee, Wisconsin 53203

ARTICLE VIII

Incorporator

The name and address of the incorporator of this corporation is

Michael D Rosen
536 North 27th Street
Milwaukee, Wisconsin 53208

ARTICLE IX

Amendments

Amendments of these Articles shall require the assent of 75 percent of the votes of the members

ARTICLE X

Stock, Dividends, Dissolution

The corporation shall not have or issue shares of stock. No dividend shall ever be paid and no part of the assets or surplus of the corporation shall be distributed to its members, directors, or officers. The 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.

In the event of dissolution of the corporation, all of its assets, after payment of its liabilities, shall be distributed to such one or more non-profit corporations, societies, or organizations having purposes deemed by a majority of its directors to be similar to those of this corporation, and, if none are deemed to exist, then to non-profit corporations, societies or organizations devoted to the promotion of aesthetic, cultural, or educational purposes.

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IN WITNESS WHEREOF, the undersigned has hereunto set his hand this 21st day of August, 1972

Michael D. Rosen

Michael D. Rosen
STATE OF WISCONSIN)
) SS COUNTY OF MILWAUKEE)

Personally came before me this 21st day of August, 1972, the above named MICHAEL D. ROSEN, known to me to be the person whose name is subscribed to the foregoing Articles of Incorporation, and he acknowledged that he executed the same for the purposes therein contained

Helen C. D.
Notary Public, State of Wisconsin
My Commission expires June 23,
1974

This instrument was drafted by Robert B. Peregrine of Peregrine, Marcuvitz, Cameron & Peltin, S.C., 633 West Wisconsin Avenue, Milwaukee, Wisconsin 53203

State of WISCONSIN
DEPARTMENT OF STATE
Filed
AUG 23, 1972

ROBERT C. ZIMMERMAN
SECRETARY OF STATE

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MILL VALLEY HOMES ASSOCIATION, INC.

DISCLOSURE MATERIALS

SECTION E

MANAGEMENT CONTRACT

MANAGEMENT AGREEMENT

On MAY 16, 2023, MILL VALLEY HOMES ASSOCIATION, INC. (the "Association"), located at 11936 W. MILL ROAD, MILWAUKEE, WISCONSIN 53225 and Hunt Management Incorporated, ("Agent"), located at 10520 N. BAEHR ROAD, SUITE Q. MEQUON, WISCONSIN, hereby enter into this Management Agreement (the "Agreement"), under which the Association hereby appoints Hunt Management Incorporated as its sole and exclusive managing agent. Agent shall perform the following services in the name of and on behalf of the Association, and the Association hereby gives Agent the authority and power required to perform these services.

1. **TERM.** This Agreement shall be effective as of JULY 1, 2023, and is for a 1 year term (the "Initial Term"). Upon expiration of the Initial Term, this Agreement shall automatically renew for successive twelve (12) month periods (the "Renewal Term"), unless either party gives written notice not more than one hundred eighty (180) days and not less than ninety (90) days prior to the expiration of the then current term of the Agreement of its intention not to renew the Agreement. The Management Fee, as defined below, shall increase on the first day of each successive Renewal Term by a minimum of 3.00%.

2. **COMPENSATION.** The compensation to which Agent shall be entitled shall consist of the following:

- (a) **Recurring Routine Services.** For Recurring Routine Services, Agent shall be compensated according to the following schedule (the "Management Fee"), the current Management Fee being due and payable monthly in advance. Such compensation covers the overhead expenses of Agent, including salaries of Agent's employees (excluding the compensation for reimbursable On-Site Personnel specifically provided for in Section 9); local travel expenses to and from the Property, as defined in Section 4; fees for basic services (other than those identified in Exhibit A), which shall include financial management, as defined in Section 6; and general administration and day-to-day physical systems management. The Association shall also reimburse Agent for all other travel expenses incurred for conducting business on behalf of the Association at the then-current per-mile rate established by the IRS.

AGREEMENT PERIOD	MANAGEMENT FEE
JULY 1, 2023 – JUNE 30, 2024	\$ 6,500.00 per month
Onboarding Fee: \$1,500.00	Board Meetings: \$100.00 / HOUR
Current Unit Count: 288	Inspections: \$100.00 / HOUR

- (b) **Periodic Routine Services.** Agent shall perform certain periodic, routine services, including but not limited to mailings, photocopying, sending of registered notices to owner members of the Association (the "Owners"), and other items according to the fees set forth in Exhibit A. Changes in fees for Periodic Routine Services will become effective January 1st of each year.
- (c) **Non-Routine Services.** Agent shall maintain availability for services related to certain non-routine activities, which shall be performed with the prior or implied authorization of the Association's Board of Directors (the "Board"). Non-Routine Services may include, but are not limited to, the following: research, court appearances, depositions, subpoenas, discovery, consultation with attorneys related to the Association's role as plaintiff, defendant, co defendant or witness in any action (including court appearances, depositions, and witness testimony), preparation and development of special reports, collation and/or dissemination of records and compilation of information requested by the Board, the Association's attorney, or others, insurance claim administration, and administration and enforcement of rules or other obligations of the Association or its membership.

Charges for services performed under this Section shall be at (i) rates mutually agreed upon by Agent and the Association at the time work is authorized, or (ii) hourly rates stipulated in Exhibit A then in effect. Fees for Non-Routine Services shall be recorded by Agent in an itemized form and billed on a monthly basis. Invoices shall be due and payable within ten (10) days of billing. The Association must identify any billing errors or request any adjustment to any paid bill for Non-Routine Services within thirty (30) days of receipt; otherwise, all bills shall be deemed correct and any rights to adjustments waived. Outstanding obligations to Agent fifteen (15) or more days beyond the due date will incur a monthly charge of 1.50% of the total outstanding amount due Agent, to be calculated on the first day of each month.

3. ADMINISTRATION OF SERVICES. Agent will provide the Association with efficient business and financial administration, supervision and/or oversight as required within the Agreement, and advisory services that are consistent within the best interests of the Association and standard industry portfolio management practice. Agent will use its best efforts to systematically respond to the requirements necessary to administer the Association and meet the obligations contained herein. Agent will establish its own internal methods and processes, and the Association agrees that it will not unreasonably interfere with Agent's discharge of its duties. When regarded as necessary in its professional opinion, Agent is authorized to consult with the Association's legal counsel concerning the operation of the Association. Agent does not have the authority to provide and shall not be responsible for providing legal advice to the Association regarding the interpretation or application of law.

Agent shall administer the Association's affairs in accordance with the provisions of policies adopted by the Board and this Agreement, except any changes by the Board that may have a material effect on the workload of Agent or its schedule shall have the concurrence of Agent's President in writing. The Association acknowledges that, at its sole discretion, Agent may enhance its business practice by changing its business procedures from time to time. Such changes, however, will not materially change the service or level of service provided within the scope of this Agreement and shall not result in additional charges to the Association unless approved by the Board or unless such charges are the direct result of measures required to maintain the security of the Association's funds or data, in which case Agent shall immediately advise the Board.

In addition, Agent may engage in agreements with third parties to help subsidize, reduce, or eliminate costs normally incurred by the Association. These activities shall not be considered to be a conflict of interest or otherwise obligate Agent to take any action except as it may agree to with a third party or any Owner.

Agent may utilize an online portal to ensure that third-party vendors engaged on behalf of the Association comply with Agent's minimum standards of professionalism ("**Associa Vendor Access**"). Associa Vendor Access enables third-party vendors to self-manage their business information, including but not limited to W-9's and insurance certificates. Associa Vendor Access allows the Association to have access to a searchable vendor database and improved payment processing efficiency by allowing for direct upload of invoices into Agent's payment system, with the ability to monitor the payment status of all invoices. The Association acknowledges and agrees that all third-party vendors engaged to perform services or provide goods to the Association shall enroll through Associa Vendor Access.

4. CONTRACT DOCUMENTS. Upon commencement of this Agreement, the Association shall provide Agent with:

- (a) Specifications for the general and limited common elements (in the case of a condominium association) or common areas (in the case of a homeowners association) and its improvements (the "**Property**");
- (b) Copies of all guarantees and warranties in effect;
- (c) Copies of the recorded Articles of Incorporation, the Declaration of Covenants, Conditions and Restrictions and the Bylaws of the Association, as amended (collectively, the "**Founding Documents**");
- (d) Copies of resolutions, policy statements, and rules and regulations in effect that have been adopted by the Board on behalf of the Association, including all properly executed modifications, amendments, changes, or supplements thereto issued subsequent to the execution of the Agreement (collectively, with the Founding Documents, the "**Governing Documents**"); and
- (e) Copies of opening balances, Owner records, books of resolutions, financial reports, and Association state and federal tax returns.

The information and records provided to Agent by any source designated by the Board during the transition to Agent are deemed to be accurate and correct.

5. LIAISON WITH THE BOARD. The Board shall appoint a designated Director of the Board to communicate with Agent on any matter relating to the Association (the "**Liaison**"). If no Director is specifically named, the Board President shall serve as the Liaison. Notwithstanding the appointment of one or more Liaisons, Agent shall communicate with the Directors, Officers, and Committee Chairmen of the Association in the exercise of their mutual and respective responsibilities.

6. FINANCIAL MANAGEMENT. Agent shall assist and/or advise the Board in all matters relating to Association income of any source and expenditures of any nature, including but not limited to the following duties:

- (a) **Collections.** Agent shall use its best efforts to collect all general and special assessments as they become due and payable from all Owners as identified on the rolls initially provided Agent by the Association, and as such are changed from time to time by written notification to Agent of changes in individual ownership, and monies due from sources which are obligated to or for the benefit of the Association. Agent is not liable for ownership changes or charges to units or homes for which Agent has not been notified. The Board authorizes Agent to request, demand, collect, receive, and issue a receipt for charges, assessments, or rents due the Association

which may at any time become due by way of legal process or otherwise as may be required for the collection of delinquent assessments from the Owners, except that any refunds that may be due the Association from the IRS shall be monitored and collected by the Association's independent auditor/accountant, and all communications with the IRS will be through the Association's independent auditor/accountant. All expenses related to the collection of delinquent accounts shall be an expense of the Association.

- (b) **Deposits.** The Association agrees that for uniform processing and cost efficiencies, Agent will determine the receiving post office, lockbox, and financial institution(s) into which the Association's operating funds are deposited and maintained. All of the Association's account(s) will be established and maintained in a manner to indicate Agent's custodial nature thereof. The financial institution or institutions selected by Agent shall be insured by the federal government; the account or accounts shall be in the Association's name and federal tax identification number; and the Association's funds shall not be commingled with funds of any other party. Association acknowledges that in an effort to reduce or eliminate Association banking costs, Agent has established financial institution partnerships where the Association may maintain such monetary accounts; recognizing that this may cause Agent to incur additional account maintenance costs (i.e. deposit processing, transaction reconciliations, exception processing, software integrations, etc.), these partnering financial institutions may provide Agent with cost remuneration.
- (c) **Disbursements.** Agent shall cause disbursements to be made regularly and punctually. Agent shall establish and monitor its internal procedures with regard to purchase order processes, data input, schedules, and generation and disbursement of payable checks. The Association agrees that Agent may pay the Association's obligations via electronic payment methods including ePay. The Association agrees to conform to the schedules established by Agent to ensure timely payment of the Association's obligations and effect an audit trail. Agent is authorized to effect automatic payments, which will require no further action by the Board, for disbursements consisting of: (i) any taxes payable; (ii) insurance premiums; (iii) Agent's monthly compensation for services and expenses; (iv) reimbursable payroll and benefits; (v) utilities; (vi) emergencies constituting a threat to health or safety; and (vii) other expenses that, left unpaid, could adversely impact Agent's reputation or creditworthiness.
- (d) **Financial Reports.** Agent shall maintain a record of all income and expenses, assets, and liabilities with a monthly financial statement consisting of a balance sheet, profit and loss statement, and general ledger reflecting actual versus budgeted activity on a cumulative basis from the commencement of the fiscal year until the date of the report to the Board. Agent shall not be obligated to prepare a tax return but may do so at an additional expense if requested. Agent will reconcile the Association's operating accounts on a monthly basis and will timely reconcile Association's investment accounts for which the financial institution does not issue monthly statements, upon Agent's receipt of such statements.
- (e) **Investments.** If directed by the Association, Agent will purchase negotiable instruments, certificates of deposit, treasury bills, and other such investments at the rates established in Exhibit A. Any investment service fees will be at the expense of the Association. Agent is not a professional financial advisor and makes no representation to this effect, and Agent does not purport to substitute for the services of such. All risks associated with the decision to buy such financial products shall be borne by the Association.
- (f) **Annual Budget and Variances.** No less than thirty (30) days before the end of the fiscal year, Agent shall submit to the Board's Treasurer a baseline budget for the ensuing fiscal year. The current fiscal year operating budget adopted by the Board shall serve as the supporting document for the schedule of assessments of the Owners for the new fiscal year. The budget shall constitute the major control under which Agent shall operate, and there shall be no substantial deviations therefrom, excluding such expenses as utilities, taxes, fuel, license fees, insurance and other expenses not within the control of Agent, except as may be approved by the Board. Agent shall prepare a baseline budget and a final fiscal year operating budget at no additional charge. Agent shall not be responsible for variances between the budget and actual income or expenditures since the budget is an estimate to be used only as a guide and management tool. It is understood by Agent and the Association that the Association has final approval and is responsible for any omissions or revisions to its budget.

The annual budget adopted by the Board, as well as this Agreement, shall be the conclusive authorization for Agent to cause routine maintenance of the Property to be performed. Agent shall advise the Board in appropriate detail of all such maintenance in the next monthly management report and as reflected in the monthly financial statement.

7. GENERAL ADMINISTRATION. Agent shall establish internal procedures to systematically respond to service requests from the Board, Committees, and Owners, consistent with the obligations contained herein. Agent shall assist the Board in the following administrative matters:

- (a) **Files and Rosters.** Agent shall maintain records and files of information relative to the administration of the Association and will update the files as circumstances warrant, excluding routine e-mail. Electronic communications such as e-mail or voicemail will not be considered official records of the Association. Such files shall include a roster of known absentee Owners and other data necessary to properly administer the Association's affairs, to the extent that such data has been provided to Agent by the Association, closing attorneys, mortgagees, and others at the point of transfer. Should individual Owners or others not willingly cooperate with the Association or Agent in providing information necessary to maintain up-to-date records, any research cost, including internet searches, to accomplish same shall be an additional Association expense. All office records, books, and accounts maintained either at the Association's offices or in Agent's offices shall be made available for inspection, pursuant to any state regulations, by any and all Owners or their authorized representatives or contract purchasers upon reasonable notice, during regular business hours.
- (b) **Meeting Administration and Attendance.** Agent shall supervise the organization of all general membership meetings and, in particular, the Annual Meeting of the Association. Agent shall NOT record the minutes of any meeting ~~if requested by the Board of Directors.~~ Agent shall attend Board meetings and membership meetings annually. Unless otherwise agreed in advance, evening meetings will be conducted Monday through Thursday. ~~ALL MEETINGS Any meeting which exceeds two hours in duration~~ will be subject to extra charges in accordance with the rates in Exhibit A.
- (c) **Expenditure Commitment Limits.** Except as otherwise provided in this Agreement, the expenses incurred by Agent for benefit of the Association shall not exceed the sum of \$1,500 for any one item of repair or replacement, unless specifically authorized by the Board or its Liaison or provided for in the approved budget of the Association, provided that emergency repairs that involve manifest danger to life or property, are immediately necessary for the preservation and safety of the Property or Owners and their guests, or are required to avoid the suspension of any necessary services to the Association, may be made by Agent irrespective of the cost limitation imposed by this Section.
- (d) **Insurance Administration.** Agent shall assist the Board and its qualified insurance broker, which Agent may designate at its discretion on behalf of the Association, in meeting the Board's obligation to acquire and maintain all forms of insurance required by the Governing Documents and as dictated by prudent business practice. The Association agrees that its qualified insurance broker is responsible for ensuring the placement of the full scope of insurance necessary for the Association's protection and as required by the Association's Governing Documents.
- Agent shall diligently process all claims for which the Association is responsible. Should Agent perform the tasks of a general contractor, including, but not limited to, acting as the supervisor for construction or reconstruction activities for the Association, or should Agent act as administrator, investigator, supervisor, coordinator, processor, or follow-up for insurance losses or any other insurance claim matters on the Association's behalf, Agent shall be compensated at additional hourly rates for such services as outlined in Exhibit A or at a rate of twenty percent (20%) of the loss, whichever is greater. The compensation for this administration shall be included as part of the claim.
- (e) **Required Filings and Reports by Agent.** Agent shall prepare for execution and filing by the Association:
- (i) All forms, reports, and returns required by law in connection with unemployment insurance, disability benefits, Social Security, and other similar taxes now in effect or hereafter imposed, if any (but specifically excluding any income tax returns);
 - (ii) Resale certificates, as may be required by applicable law, following receipt of a written/electronic request together with the required fee plus postage and inspection for such;
 - (iii) Mortgage lender letters as may be required by mortgage firms, following receipt of a written/electronic request together with the required fee for such from the mortgage company or other responsible party; and
 - (iv) Other information, upon written/electronic request, associated with the sale, leasing, or financing of units/homes, as available and when requisite fees are paid.
- (f) **Computer Programs.** If Agent provides the computer program SenEarthCo and CINC or similar software for which Agent holds a license(s), implemented on-site and connected to Agent's computer network, such program shall remain the exclusive property of Agent at all times, and the Association will not take actions or introduce software or other features which may be deemed by Agent to jeopardize any part of Agent's computer network. The Association will confer with Agent before instituting any changes to the Association's network. The Association will not make changes that may cause Agent's software to be

inoperable on the site or violate the security of the system or data, or cause Agent to incur additional expense to protect Agent's network, or may interfere with Agent's software requirements necessary to meet the requirements contained in this Agreement. If Agent's employees are required to respond to software or hardware issues at the Association's site that are found to be unrelated to the reliable functioning of Agent's software, an hourly charge in accordance with Exhibit A will be incurred.

- (g) **Information Processing.** Agent shall work directly with parties associated with resale processing, lender questionnaires, and other resale related services. Agent may charge such parties a fee for its work related thereto, and such fees will be the direct income of Agent. The Association shall have no right to such fees.
- (h) **Administration of Rules.** Agent, in accordance with Board-adopted policies and Exhibit A, shall inform Owners and other residents who may be in violation of the Governing Documents and shall take such actions to attempt to cure such violations as are consistent with Board policy.
- (i) **Emergency Services Program.** Agent shall establish and maintain a twenty-four (24) hour, seven (7) days a week, emergency system for communications with Owners. Emergencies include, but are not limited to, no heat, hot water or air-conditioning, electrical failure, suspected gas leaks, fire, broken water pipe or major leak, sewer back-up, property damage (i.e. storm damage, vandalism, etc.) or personal injury. Residents calling the emergency on-call service will be required to provide the Association's name, their name, and a telephone number at which they can be reached. After-hour responses to non-emergencies will be billed in accordance with Exhibit A.

8. PHYSICAL SYSTEMS MANAGEMENT. Agent shall assist the Board and/or the Association's employees and contractors in matters related to the maintenance of the Property.

Agent has no authority or responsibility for maintenance of or repairs to individual dwelling units. Such maintenance and repairs shall be the sole responsibility of the Owners. Each Owner may contract with Agent or Agent's affiliates on an individual basis for the provision of certain maintenance and other related services which will be paid for in accordance with the agreement between Agent and the Owner.

On behalf of the Association, Agent shall secure contracts for the maintenance and physical plant operation of the Property, typically through a competitive bidding process, for Board approval. Agent shall oversee these contracts to ensure the cleanliness and working conditions of all common building areas and equipment, including, as applicable, central systems, light fixtures, fire extinguishers, entry doors, common facilities and areas, etc. Agent shall make periodic inspections of all ground areas and landscaping improvements to determine whether such are receiving adequate care and maintenance. In accordance with the Association's annual budget, Agent may take reasonable steps on the Association's behalf to cure any routine deficiencies noted. Deficiencies of a serious nature will be brought to the attention of the Board.

Notwithstanding anything to the contrary contained herein or elsewhere in this Agreement, Agent shall not perform, nor be expected to perform, the services that normally would be performed by a construction manager and/or an engineer on construction projects undertaken, or to be undertaken, by the Association.

9. PERSONNEL. Agent and the Association agree that: ...

- (a) **On-Site Personnel.** On the basis of annual operating budgets, job standards, wage rates, and/or a plan of operation previously approved by the Board or its Liaison, Agent may directly hire, pay, train, supervise, investigate, and discharge the on-site employees who are necessary to properly maintain and operate the Association (the "On-Site Personnel"). With respect to costs and liability, such On-Site Personnel, though employees of Agent, shall be the financial responsibility of the Association, unless specifically provided otherwise herein. The Association shall reimburse Agent for all of Agent's On-Site Personnel assigned to the Association; such reimbursement shall include salaries, taxes, payroll, benefits, workers' compensation, and Agent's administration costs. Any non-exempt employee working in excess of forty (40) hours per week will be paid at time and one-half. The Association authorizes the regular funding of employee expenses by electronic means prior to issuance of payroll in accordance with Agent's payroll and benefits schedules. There shall be no replacement personnel required during routine periods of vacation or sick leave; and
- (b) **Association Employees.** In situations where the Association has its own employees (the "Association Employees"), the Association grants Agent the authority to exercise discretion in hiring, paying, training, supervising, investigating, and discharging the Association Employees; Agent agrees that it will act within the Association's policies and guidelines when exercising this discretion on behalf of the Association. The Association shall bear any and all costs and liability with respect to the Association Employees, and all expenses associated with the Association Employees shall be paid from the funds of the Association under the Association's payroll tax identification number.

The Association recognizes that Agent is legally obligated to take reasonable measures to protect its employees from harassment. On rare occasions, those measures may include limiting communications with an Owner or member of the Board of Directors who has displayed abusive behavior, including verbal abuse, toward Agent's employee(s). The Association understands Agent's duty to address such harassment and acknowledges that Agent may limit its employees' communications, telephonic or otherwise, with any individual at Agent's sole discretion. If feasible in such a situation, the Association furthermore agrees to take reasonable measures to assist Agent in precluding recurrence of abusive or harassing behavior.

10. AGENT'S EMPLOYEES. Agent spends significant amounts of time and money to hire and train its employees, subcontractors, partners, officers, and co-owners (collectively, "**Partners**"), and those Partners of its affiliates, for the operation of this and other associations. The Association derives and benefits from Agent's experience in managing and its hiring and training procedures.

Therefore, if, during the Placement Fee Period, defined below, the Association hires, retains, or contracts, in any capacity, with a past or present Partner who worked directly or indirectly with the Association during the term of this Agreement, then the Association agrees to pay a Placement Fee, which shall be equal to the greater of (i) one (1) year of the Management Fee or (ii) six (6) months of the Partner's compensation from Agent. Both parties agree that the Placement Fee is a reasonable sum due to the extensive training and tradecrafts that Agent provides, as well as expectation of the continued income and allotment of resource.

For purposes of this provision, the Placement Fee Period shall be defined as the Initial Term of this Agreement, any and all subsequent Renewal Terms, and eighteen (18) months immediately following the earlier of (i) the termination of this Agreement for any reason, or (ii) the termination of the Partner's relationship with Agent and its affiliates. In no event shall the Association be obligated to pay the Placement Fee if it hires, retains, or contracts with a party who was not a Partner of Agent or its affiliates during the eighteen (18) month period immediately preceding the termination of this Agreement.

11. CONTRACT SUPPLIES AND SERVICES PROCUREMENT. In matters of a routine recurring nature, Agent shall develop and maintain procurement procedures, including the creation of specifications for bids and procurement activities. Such matters may include routine cleaning, painting, decorating, plastering, and other such normal maintenance and repair work as may be necessary, subject to any changes imposed by the Board. Specifications for major capital repairs and replacements, capital improvements, or other work requiring technical assistance by other professionals shall be developed at the Association's expense. The exercise of any obligations and authority under the provisions of this Section shall be in the name of the Association.

12. ANNUAL AUDIT. The Association will have an annual audit performed at its own cost annually. Agent shall cooperate fully with the independent certified public accountant in the conduct of the annual audit, including making all records, books, and accounts available for their inspection and review, and shall do such at no additional expense to the Association provided the audit is completed within ninety (90) days following the close of the fiscal year being audited. Audits will be conducted in Agent's principal office, and auditors will coordinate with Agent for scheduling purposes. The Association acknowledges that Agent cannot be responsible for any discrepancy of records that have been removed from Agent's office by the Association or its representatives prior to the conclusion of any audit.

13. INDEMNIFICATION. The Association, at its sole cost, agrees to indemnify, defend, and hold harmless Agent and its affiliates, and their respective shareholders, members, directors, managers, officers, employees, agents, attorneys, representatives, and assigns (individually and collectively, the "**Agent Indemnitee**") from and against any and all losses, damages, judgments, rulings or settlements, and all reasonable costs, expenses and attorneys' fees (collectively, "**Damages**"), incurred by any Agent Indemnitee related to or arising out of any and all claims or legal, administrative, or regulatory actions and proceedings and subpoenas asserted or brought against such Agent Indemnitee in connection with (a) the performance of the obligations or responsibilities of Agent under the terms of this Agreement, (b) any action taken by any Agent Indemnitee pursuant to the express or implied direction of the Association, or any act or omission taken by any Agent Indemnitee reasonably and in good faith for a purpose that was reasonably believed to be in the best interests of the Association, and (c) the operation, maintenance, physical condition, or ownership of the Property, or any alleged acts, omissions, or incidents occurring during or related to the management by Agent under this Agreement; provided, however, that the foregoing indemnification shall not extend, with respect to any Agent Indemnitee, to any Damages that are caused by such Agent Indemnitee's criminal acts, willful misconduct, gross negligence, or material breach of this Agreement by Agent. The Association's obligation to defend, indemnify, and hold harmless any Agent Indemnitee is subject to the condition that as to any particular event: (x) the Agent Indemnitee shall notify the Association in writing as soon as practicable after notice of any such claim is received, and (y) no Agent Indemnitee shall take any steps which could prejudice the defense thereof or otherwise prevent the Association from fully conducting such defense. In the event a claim is made or an action or proceeding is brought against an Agent Indemnitee but not the Association, or legal ethical requirements would require separate counsel for

an Agent Indemnitee to adequately protect its interests, the choice of such counsel shall be made by Agent, subject to the prior approval of the Association, which approval shall not be unreasonably withheld. The Association shall promptly pay the costs of such counsel. The provisions of this Section shall survive the termination of this Agreement.

14. INSURANCE. The Association will, at its sole cost and expense, maintain in full force and effect the following insurance coverages:

- (a) Comprehensive general liability coverage with limits of no less than \$1,000,000, and \$2,000,000 in the aggregate;
- (b) Umbrella or excess liability insurance with limits of no less than \$1,000,000 per occurrence and in the aggregate;
- (c) Directors and officers insurance with limits of no less than \$1,000,000 per occurrence and in the aggregate;
- (d) Fire and extended coverage for all Association Property; and
- (e) Coverage for all claims related to the employment of employees, whether those of Agent or the Association.

The Association shall name Agent as an additional named insured on the Association's policies of comprehensive general liability, umbrella or excess liability, directors and officers, and employment-related insurance, and said insurance policies will cover Agent for any and all claims and losses indemnified by the Association pursuant to this Agreement. The Association shall provide Agent with insurance certificates identifying Agent as additional named insured showing the amount of coverage to be furnished to Agent.

The Association's general liability insurance coverage and umbrella or excess liability coverage shall be the primary insurance with respect to Agent and its officers, directors, and employees. Any insurance or self-insurance maintained by Agent shall be in excess of, and not contributing with, the Association's insurance.

If the Association fails to maintain insurance coverages as specified above, Agent, at its discretion and upon written notice to the Board, will be released from this Agreement, and the Association will pay Agent an early termination payment equal to three (3) months of the Management Fee.

15. TERMINATION. This Agreement may be terminated by:

- (a) Written notice of an intent not to renew not more than one hundred eighty (180) days and not less than ninety (90) days prior to the expiration of the then current term of the Agreement;
- (b) Mutual written consent of Agent and the Association;
- (c) Delivery of written notice to the other party (the "**Defaulting Party**") in the event that the Defaulting Party has breached this Agreement, and the Defaulting Party's failure to cure or make diligent efforts to cure, within thirty (30) days after delivery to the Defaulting Party of such notice; or
- (d) Written notice from Agent to the Association in the event that there are insufficient operating funds to continue the operation of the Association, and continuation of such deficiency for a period of ten (10) days after such notice.

Any termination of this Agreement for any reason shall be effective on the last day of the month. Except for termination pursuant to Section 15(b) or termination pursuant to Section 15(c) where Agent is the Defaulting Party, the Association shall be responsible for all Management Fees and fees for Periodic Routine Services and Non-Routine Services through the end of the Initial Term or Renewal Term. All such fees shall be paid no later than five (5) business days prior to the termination date. Agent, in its sole discretion, shall have the right to suspend services under the terms of this Agreement after thirty (30) days of non-payment by the Association until such time as payment is received in full by Agent.

16. TRANSITION. After receipt of a Notice of Termination, or sixty (60) days prior to the expiration of the Agreement should either party elect not to renew the Agreement, and except as otherwise mutually agreed by Agent and the Association, Agent shall:

- (a) Begin the process of transition to the party identified and authorized by the Board;
- (b) Be entitled to reimbursement of costs relating to turnover of records, such as expenses for file folders, boxes, labels, etc., necessary to transition the records in an orderly manner;
- (c) Unless otherwise instructed in writing, pay all invoices for which the Association is responsible which have been received by Agent as of the date of the last routinely scheduled disbursement prior to the last day of the term of the Agreement, except for any invoices in dispute. Agent shall not be responsible in any manner for sums due others by the Association. With respect to any invoices or outstanding sums due Agent which are in dispute, a separate escrow account equal to the amount of such invoices or outstanding sums may be established by Agent from the Association's funds in order to secure payment.

As to any other invoices in dispute by the Association, the Association agrees to retain ultimate responsibility to the provider of such services or goods represented by such invoice. Additionally, the Association shall bear the costs of any legal action between itself and the vendor, should such occur, and the Association shall hold harmless and defend Agent from any such obligations. Upon discharge of all obligations as herein cited, any remainder in the escrow account shall become the property of the Association; and

- (d) Arrange, at the Association's expense, for the Association's accountant to conduct a transition audit immediately following the last day of the term of the Agreement. Agent agrees to assist the auditor at no additional expense to the Association, provided the audit is initiated within thirty (30) calendar days and concluded within sixty (60) calendar days of the term of the Agreement. Thereafter, Agent shall be entitled to compensation at the hourly rates stipulated in Exhibit A for such time as the auditor requires of Agent. Audits will be conducted in Agent's principal office, and auditors will coordinate with Agent for scheduling purposes. Agent shall be provided with a full copy of the final audit provided to the Association.
- (e) Submit to the Association copies of any outstanding invoices due and owed by the Association to Agent. Agent then is authorized to effect automatic withdrawal of an amount equivalent to one (1) month's Management Fee, which will require no further action by the Board, from the Association's financial account to be held in escrow for disbursement against any of the aforesaid outstanding invoices. Once all outstanding invoices due and owed by the Association to Agent are paid in full, any outstanding balance of funds held in escrow shall be returned to the Association.

17. DIGITAL PRODUCTS.

- (a) Within a reasonable period after the execution of this Agreement, Agent will cause an interactive digital product (the "**Digital Product**") to be made available to the Association that will contain information specifically related to the Association. Access to most areas of the Digital Product will be password protected, for the free and exclusive use of the Association's residents who register for this service through the Digital Product. The Digital Product will be operated and maintained by Agent or its service providers and available by hyperlink from Agent's website. The Digital Product will provide various communication tools, which may include directories, calendars, surveys, and forums. All data submitted to the Digital Product by the Association residents and all content contributed by the Association shall be the property of the Association and are hereby licensed to Agent for use in operating and maintaining the Digital Product and related services. The Digital Product and all computer programs and code used in the operation of the Digital Product, as well as all intellectual property rights therein, shall be the sole and exclusive property of Agent. Revenue generated from the Digital Product through Association-solicited advertising will be the sole property of the Association. All other revenue shall be the sole property of Agent. Associa sponsored programs, including but not limited to Associa Advantage, and Associa Supports Kids, are not Association-solicited advertisements as contemplated by the revenue sharing language above.
- (b) The Digital Product may contain links to other websites. Use of these websites is at the user's own risk. Agent is not responsible for and does not endorse the content, products, or services of any third party websites and does not make any representations regarding their quality, content, or accuracy. Agent is not liable for the materials, information, and opinions provided on, or available through, the Digital Product (the "**Site Content**"). Reliance on the Site Content is solely at the user's own risk. Agent disclaims any liability for injury or damages resulting from the use of any Site Content. The Digital Product, the Site Content, and the products and services provided on or available through the Digital Product are provided on an "AS IS" and "AS AVAILABLE" basis. Agent makes no warranty or representation with respect to the quality, accuracy, or availability of the Digital Product and disclaims all warranties of any kind, express or implied, including any warranties of merchantability, fitness for a particular purpose, or non-infringement. In no event will Agent or its licensors or contractors be liable for any damages of any kind, under any legal theory, arising out of or in connection with the use of, or anyone's inability to use, the Digital Product, the Site Content, or any services provided on or through the Digital Product or any linked site, including any direct, indirect, incidental, special, consequential, or punitive damages.
- (c) Cancellation of the Digital Product requires thirty (30) days' written notice by the Association. In the event of the cancellation of the Digital Product, Agent will cause the Digital Product to be shut down. If the Association had a domain name managed by Agent, Agent will transfer the domain name to a designated Association contact at no fee.
- (d) Exhibit A sets forth the fees that shall be paid by the Association for the Digital Product.

18. STATUS OF AGENT. All legally binding instruments shall be executed by the Board's President, Vice President or other authorized designee unless there is an emergency or unless Agent is specifically directed in writing or by Board resolution to execute such instruments on behalf of the Association, in which case only Agent's President is authorized by Agent to execute such instruments

19. AGENT'S RELATIONSHIP TO OTHER ENTITIES. Exhibit B contains a list of those entities, as of the date of this Agreement, that may perform or deliver goods or services (other than management services) to the Association and with which Agent is affiliated. If in the future Agent becomes affiliated with any entity not identified on Exhibit B, Agent agrees to disclose such relationship to the Board prior to the delivery of goods or services. If Agent is related to or has a financial or business relationship with a Board member, Agent agrees to disclose such relationship. Notwithstanding the foregoing, the Association acknowledges that the following activities do not constitute a violation of this Section:

- (a) Agent or its affiliates may earn a profit as a result of operating purchasing plans and programs, the purpose of which is to provide price and quality benefits to the Association and/or its residents; and
- (b) Agent or its affiliates may receive fees from vendors in exchange for Agent's dissemination of marketing information about such vendors to Agent's managed associations (including the Association) and their residents.

Purchase of any product and/or service which is part of any program or marketing plan operated by Agent or its affiliates is voluntary and is not in any manner required by the provisions of this Agreement.

20. JURISDICTIONAL REQUIREMENTS. Agent shall take action as may be necessary to comply promptly with any and all orders or requirements affecting the Property placed thereon by any federal, state, county or municipal authority having jurisdiction over the Association. Agent shall not be obliged to take any action under the provisions of this Section in any event for which Board approval has been requested and not provided, nor whenever the Association is contesting or has affirmed its intent to contest any jurisdictional order or requirement. In the event Agent is so relieved of its obligations, the Association shall hold Agent harmless from and indemnify Agent against any and all consequences of such failure to comply.

21. NO WAIVER. Except as otherwise provided herein, no action or failure to act by either of the parties shall constitute a waiver of any right or duty according any of them under this Agreement, nor shall any such action or failure to act constitute a continuing waiver or an approval of any breach hereunder, except as may be specifically agreed in writing.

22. NO THIRD PARTY BENEFICIARIES. As stated herein, this Agreement is by and between the Association and Agent, and there are no third party beneficiaries intended by the terms of this Agreement, and no such beneficiary status shall be implied to any individual or entity other than the Association. An individual or entity's status as a member of the Association or a resident of the Property shall not confer standing to enforce the terms of this Agreement.

23. ASSIGNMENT. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns. Agent shall not assign its interest under this Agreement except in connection with the sale of all or substantially all of the assets of its business or a transfer to an affiliated company. In the event of a sale, Agent shall be released from all liability hereunder upon the expressed assumption of such liability by its assignees

24. CHOICE OF LAW. This Agreement shall be construed in accordance with the laws of the state in which the Property is located. In the event any litigation is initiated to enforce any provision of this Agreement, the substantially prevailing party as determined by the court shall be entitled to recover reasonable attorneys' fees and costs incurred in the litigation.

25. SEVERABILITY. The invalidity in whole or in part of any provision(s) in this Agreement shall not affect the validity of the remaining portions or the application of such provisions in different circumstances.

26. NOTICES. All written notices required under the Agreement shall be in writing and mailed by Certified Mail, Return Receipt Requested, or by receipted hand delivery to the addresses provided at the end of the Agreement. Notice shall be effective upon delivery, except for notice of change of address which shall be effective upon receipt.

27. AMENDMENTS. Except as otherwise provided herein, any and all amendments, additions, or deletions to this Agreement shall be null and void unless in writing and signed by both a duly authorized representative of Agent and a duly authorized representative of the Association.

28. ENTIRE AGREEMENT. This Agreement supersedes any and all understandings and agreements between the parties prior to this Agreement and contains the entire agreement of the parties. No oral or written statements whatsoever prior to the execution hereof shall be considered a part hereof.

29. SIGNATURE. The manual signature of either party that is transmitted to the other party by facsimile or PDF shall be deemed for all purposes to be an original signature. Either party that delivers a signature page by facsimile or PDF agrees to deliver an original, manually-signed counterpart of such party's signature page to the party who requests it promptly after receipt of such request.

Signature page follows.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the day and year first above written.

Association: MILL VALLEY HOMES ASSOCIATION, INC.
Date: May 16th, 2023

By: Nicole M. Stelzner Kathryn Hill
Name: Nicole M. Stelzner Kathryn Hill
Title: PRESIDENT
Address: 11936 W. MILL ROAD, MILWAUKEE, WI 53225

Agent: HUNT MANAGEMENT INCORPORATED
Date: May 17, 2023

By: Jeffrey S. Hunt
Name: JEFFREY S. HUNT
Title: PRESIDENT AND GENERAL MANAGER
Address: 10520 N. BAEHR ROAD, SUITE Q, MEQUON, WI 53092

2022 Standard Exhibit A&B
Itemized Charges for Periodic Routine Services
ASSOCIATION: MILL VALEY HOMES ASSOCIATION, INC.

Exhibit A

Item	Charge
Records Storage / Delivery / Destruction	\$4.00 per box per month
Electronic Data Storage	\$9.99 per month
Physical Records Digital Conversion	\$100.00 per box
Account Maintenance Fee	\$1.07 per unit per month
Replacement Coupon Booklets	\$9.99 per booklet with (12) envelopes included
Project Administration Fee	1% charge on all capital projects that exceed \$10,000
Year End Financial Postcard	\$1.50 each
Envelope (various sizes and types)	\$0.30 each - \$0.99 each
Postage	Direct cost
Manual Check Application/Deposit	\$3.00 each
Billing Statement	\$2.25
E-Statement	\$1.15
Friendly Reminder Notice	\$10.00 per notice (owner charge)
Notice of Late Assessment (NOLA)	\$15.00 per notice (owner charge)
Affidavit Package	\$25.00 (owner charge)
Notice of Intent to Lien	\$175.00 per notice (owner charge)
Attorney Package Preparation / Fees for Legal Services	\$75.00 per notice (owner charge)
NSF Fee	\$50.00 per check (owner charge)
Community Mailings (folding and stuffing, etc.)	\$.25 per piece & supplies reimbursement
Label (various sizes and types)	\$0.15 - \$0.30 each
AP Check Stock / Extra Check Run	\$1.00 each / \$30.00 per check
Black & White Copy / Color Copy / Scanned Document	\$0.25 per page B&W / \$1.00 per page color / \$0.25 per scan
1099/1096 Forms	\$35.00 set up each association + \$15.00 per form
Tax Preparation Administrative Fee	\$50.00 annually
Auditor Assistance	\$125.00
Acting as Agent of Record for Association	\$50.00 annually
Certified Mail	\$2.00 per piece plus direct postage costs
Courier/ FedEx/UPS Overnight	Direct Cost plus \$1.00
Gate Card/Key Processing	\$10.00 per request if utilized
TownSq ARC	\$30.00 recurring monthly charge. \$10.00 per architectural application through TownSq \$25.00 per architectural application for custom / non TownSq
Annual Office Supply Fee	\$2.50 per unit annually
New Client Set Up Fee	\$15.00 per unit / \$300 minimum \$300.00 (Financial Only) \$500.00 (Associations with less than 100 units) \$5.00 per unit not to exceed one Month's Management Fee (Associations with more than 100 units)
Alternative Services	
Loan Placement Fee (negotiation/securing loan for client)	1% of loan if utilized
Special Assessment Processing Fee	\$10.00 per unit if utilized
Project Oversight	10% Percentage of additional contract project oversight in excess of \$10,000 if utilized, will apply if Agent and Association enter into an additional written agreement with clear specifications and agreed upon by both parties.

Insurance Loss Management	20% of total loss over \$25,000. In the event of an insurance loss, this fee only applies if Agent serves in any capacity as coordinator of the insurance claim. If Agent does coordinate the insurance claim, the fee will be added to the insurance claim resulting in zero dollars out-of-pocket to the Association. If the Association chooses to manage the insurance claim, then Agent is not entitled to this fee.
Foreclosure Tracking Service	\$20.00 per summons
Resale/Leasing/Rental Application	\$100.00 per application if utilized
Meeting Attendance	\$100.00 per hour per person if exceeds contract obligations
CAM Hourly Rate	\$100.00 per hour if exceeds contract obligations
Meeting Minutes	\$75.00 if exceeds contract obligations

Payroll Processing & Benefits Administration & Employee Screening	
Payroll Processing—Onsite Personnel Includes 941 tax filings, regulatory filings & W-2's, federal and state taxes, workers' compensation insurance, payroll processing expense, Cobra administration and other governmental reporting requirements and AGC's overhead costs and liability insurance.	Total Cost Plus 10% - Administrative Total Cost Plus 12% - Maintenance
Benefits Administration—Onsite Personnel All full-time employees (40 hours/week) are entitled to a group medical and life insurance program which goes into effect on the first day of the month following 30 days of employment.	\$525.00 per month for all full-time billable onsite Personnel *Estimated 2020 rate. Actual rate may vary based on cost.
Health Savings Account Contribution Certain medical plans offered by Associa come with a Health Savings Account. Contributions are made Semi-annually in January and July of each year.	\$250.00 per contribution per employee. *Estimated 2020 contribution rate. Actual cost may vary and will be adjusted annually.
Employee Screening Costs—Onsite Personnel (county and state criminal background, drug screen, motor vehicle report, social security report, etc.).	Direct cost
Special Services	
VOLO Village™	\$2.50 per unit per month
Associa Community Newsletter	\$35.00 newsletter production plus mailing costs
Violation Letter	\$3.00 per violation letter plus mailing costs
Direct Pass Through	Direct cost + 10% (excludes mileage)

Additional services are provided as may become available at the prevailing rate or as mandated by law. All fees listed on this document are subject to reasonable change, from time to time, without prior notice. However, Agent may provide a courtesy notification via regular mail, facsimile or e-mail to the Board President or the Liaison.

Association: MILL VALLEY HOMES ASSOCIATION, INC.

Date: May 16th, 2023

By:

Nicole M. Stelzner *Kathryn Hill*

Name: Nicole M. Stelzner

Kathryn Hill

Agent: HUNT MANAGEMENT INCORPORATED

Date: May 17, 2023

By:

Jeffrey S. Hunt

Name: JEFFREY S. HUNT

Confidential and Proprietary

Exhibit B

Advanced Technology Group (C3)
Associa Abstract Services, Inc.
Associa Advantage, Inc.
Associa Client Shared Services Center, Inc.
Associa Community Association Websites, Inc.
Associa Community Watch
Associa Developer Services, Inc.
Associa OnCall
Associa Supports Kids
Association Times, Inc.
Associations Insurance Agency, Inc.
CINC
Community Archives, Inc.
Enterprise Bank & Trust
First Associations Bank
First National Bank of Kemp
HOA Collection Services, Inc.
Lincoln Hancock Restoration, LLC
Mutual of Omaha Bank
Pacific Premier Bank
PayLease
Platinum Title Services, LLC
SenEarthCo
Union Bank

*Other entities as periodically may be disclosed
through amendment of the Agreement or as
published on Agent's website.

Association: MILL VALLEY HOMES ASSOCIATION, INC.

Date: May 16th, 2023

By:

Nicole M. Stelzner Kathryn Hill

Name:

Nicole M. Stelzner Kathryn Hill

Agent: HUNT MANAGEMENT INCORPORATED

Date:

May 17, 2023

By:

Jeffrey S. Hunt

Name:

JEFFREY S. HUNT

MILL VALLEY HOMES ASSOCIATION, INC.

DISCLOSURE MATERIALS

SECTION F

ANNUAL OPERATING BUDGET



A Community Presence

July 19, 2024

Re: 2024-2025 Budget

Dear Mill Valley Owner,

Attached for your review and file is the 2024-2025 Budget for Mill Valley that was approved by your Board of Directors.

This budget goes into effect on September 1, 2024. Please use the Updated Monthly Association Fee amount when making your payments. If you were previously using coupons to pay your monthly fees you will soon be mailed a coupon book at no charge, for your use in 2024-2025.

Please note: That a coupon is not necessary to make your payment, checks can be mailed directly to the Arlington Heights address listed below.

If you are paying via automatic withdrawal, we will continue to withdraw the Updated Monthly Association Fee from your account in the same manner as was done in July of 2024. For those of you that have your bank pay your fees, please update the payment amount to the Updated Monthly Association Fee amount and advise them to send checks to the following mailing address:

Mill Valley Homes Association, Inc.
c/o Hunt Management, Inc.,
P.O. Box 1755
Arlington Heights, IL 60006-1755

Your Board of Directors and Hunt Management will continue their efforts toward maintaining and improving the financial and physical soundness of the Association and both thank you for your continued understanding and support. Should you ever have any questions about the Association's financial status, please do not hesitate to contact the undersigned.

Thank you.

Sincerely,
Jennifer Gannon

Jennifer Gannon

Property Manager for
Mill Valley Homes Association, Inc.

jgannon@huntmanagement.com

Mill Valley Homes Assoc., Inc.
2024-2025 Budget

	Sep 23 - May 24	YTD Budget	Amount Over Budget	2023-2024 Budget	2024-2025 Budget
Ordinary Income/Expense					
Income					
INCOME					
4101 · Current Monthly Fees	881,163.89	687,098.52	194,065.37	\$916,131.36	\$1,033,765.10
4103 · Late Fees & Fines	2,106.59	0.00	2,106.59	\$0.00	\$0.00
4104 · Parking Rentals	18,790.53	19,500.03	-709.50	\$26,000.00	\$26,000.00
4105 · Locker Rentals	2,880.00	2,850.03	29.97	\$3,800.00	\$3,800.00
4106 · Laundry Receipts	36,254.61	29,250.00	7,004.61	\$39,000.00	\$40,000.00
4107 · Clubhouse Rental	3,875.00	2,625.03	1,249.97	\$3,500.00	\$4,000.00
4108 · Other Income	0.00	0.00	0.00	\$500.00	\$500.00
4109 · Rental Unit Income	9,945.00	7,499.97	2,445.03	\$10,000.00	\$10,000.00
Total INCOME	955,015.62	748,823.58	206,192.04	\$998,931.36	\$1,118,065.10
PR INCOME					
4102 · Project Reserve Monthly Fee	185,639.04	185,639.04	0.00	\$247,518.72	\$247,518.72
4202 · Interest - Investment Sec.	5,003.77	0.00	5,003.77	0.00	0.00
Total PR INCOME	190,642.81	185,639.04	5,003.77	\$247,518.72	\$247,518.72
Total Income	1,145,658.43	934,462.62	211,195.81	\$1,246,450.08	\$1,365,583.82
Gross Profit	1,145,658.43	934,462.62	211,195.81	\$1,246,450.08	\$1,365,583.82
Expense					
ADMINISTRATIVE					
5300 · Office Equip & Furnishing	0.00	225.00	-225.00	300.00	0.00
5301 · Office Supplies	0.00	416.70	-416.70	500.00	300.00
5302 · Printing	963.01	1,208.72	-245.71	1813.10	1813.10
5303 · Audit	0.00	1,125.00	-1,125.00	1,500.00	1,500.00
5304 · Legal Expense	4,372.64	3,750.00	622.64	5,000.00	5,000.00
5305 · Payroll - Gross	83,171.15	110,250.00	-27,078.85	147,000.00	125,000.00
Hunt Management	59,953.16	60,599.97	-646.81	78,000.00	84,032.00
Additional Management Fees	0.00			2,000.00	2,000.00
5306 · Payroll Tax Expense	6,595.30	9,000.00	-2,404.70	12,000.00	10,000.00
5307 · Dues & License	0.00	749.97	-749.97	1,000.00	500.00
5308 · Property Taxes	1,624.89	1,275.03	349.86	1,700.00	2,000.00
5310 · Refunds	8.50	74.97	-66.47	100.00	100.00
5311 · Uniforms	643.69	2,099.97	-1,456.28	2,800.00	500.00
5312 · Insurance - Business	89,740.40	87,221.79	2,518.61	116,295.76	188,000.00
5313 · Mileage Reimbursement	0.00	749.97	-749.97	1,000.00	400.00
5314 · Accounting Consultant	0.00	4,875.03	-4,875.03	6,500.00	0.00
5316 · Goodwill Fund	33.31	450.00	-416.69	600.00	500.00
5317 · MV Socials	0.00	450.00	-450.00	600.00	500.00
5318 · Temporary Help	0.00	375.03	-375.03	500.00	500.00
5320 · Bad Debts	0.00	3,750.00	-3,750.00	5,000.00	5,000.00
5321 · Bank Charges	962.35	1,575.00	-612.65	2,100.00	1,000.00
5322 · Employee Benefits	9,714.04	7,875.00	1,839.04	10,500.00	12,000.00
5323 · Computer License&Cloud Storage	0.00	225.00	-225.00	300.00	300.00
5330 · Payroll - Retirement Expense	1,689.66	225.00	1,464.66	300.00	2,000.00
Total ADMINISTRATIVE	259,472.10	298,547.15	-39,075.05	397408.86	442945.10

**Mill Valley Homes Assoc., Inc.
2024-2025 Budget**

	Sep 23 - May 24	YTD Budget	Amount Over Budget	2023-2024 Budget	2024-2025 Budget
AMENITIES					
5220 · Pool Maintenance/Deck Repair	8,822.58	6,075.00	2,747.58	8,100.00	8,100.00
5221 · Pool Supplies	185.87	2,999.97	-2,814.10	4,000.00	2,000.00
5222 · Exterminating Services	3,668.67	1,649.97	2,018.70	2,200.00	4,000.00
5223 · Clubhouse Expenses	406.18	375.03	31.15	500.00	500.00
5226 · Tennis Court Maintenance	0.00	150.03	-150.03	200.00	200.00
Total AMENITIES	13,083.30	11,250.00	1,833.30	15,000.00	14,800.00
GROUPS/UPKEEP					
5210 · Shrubs/Tree Replacement	17,897.05	5,625.00	12,272.05	7,500.00	7,500.00
5211 · Lawn Contract	29,774.07	29,999.97	-225.90	40,000.00	40,000.00
					\$23,100 Paid In 2024 For 11/24- 4/26
5212 · Snow Removal	47,587.94	15,000.03	32,587.91	20,000.00	0.00
5213 · Lawn/Snow Supplies	154.01	749.97	-595.96	1,000.00	1,000.00
5214 · Equipment Repairs	0.00	2,999.97	-2,999.97	4,000.00	4,000.00
5215 · General Maintenance	24,972.67	7,499.97	17,472.70	10,000.00	10,000.00
5217 · Cleaning Svc-Laundry Rms & C.H.	12,641.06	7,499.97	5,141.09	10,000.00	10,000.00
5218 · Power Washing-Atriums & Patios	0.00	0.00	0.00	10,000.00	10,000.00
Total GROUPS/UPKEEP	133,026.80	69,374.88	63,651.92	102,500.00	82,500.00
MAINTENANCE/REPAIR					
					2024 Fall Paid In 2023
5230 · Roofing & Gutters	33,690.00	7,499.97	26,190.03	10,000.00	0.00
5231 · Heat/Air/Boilers/Circ. Pump	7,539.28	7,499.97	39.31	10,000.00	10,000.00
5232 · Zone Valves	0.00	2,250.00	-2,250.00	3,000.00	3,000.00
5233 · Electrical/Supplies	1,303.21	1,874.97	-571.76	2,500.00	2,500.00
5234 · Plumbing/Supplies	11,293.14	3,750.03	7,543.11	5,000.00	5,000.00
5235 · Garage Doors/Gate	9,833.11	2,999.97	6,833.14	4,000.00	4,000.00
5236 · Intercoms	0.00	600.03	-600.03	800.00	800.00
5237 · Storm Sewer Repairs	0.00	900.00	0.00	1,200.00	1,200.00
5238 · Door Closure/Locks	1,223.15	749.97	473.18	1,000.00	1,000.00
5239 · Rental Unit Expense	0.00	375.03	-375.03	500.00	500.00
5241 · Emergency Fund	0.00	7,499.97	-7,499.97	10,000.00	10,000.00
Total MAINTENANCE/REPAIR	64,881.89	35,999.91	28,881.98	48,000.00	38,000.00

**Mill Valley Homes Assoc., Inc.
2024-2025 Budget**

	Sep 23 - May 24	YTD Budget	Amount Over Budget	2023-2024 Budget	2024-2025 Budget	
PR EXPENSES						
6001 · Asphalt Repairs	0.00	33,750.00	-33,750.00	45,000.00	53,000.00	Drivelanes/Parking Lots
6002 · Structural Repairs/Tuckpointing	0.00	38,099.97	-38,099.97	50,800.00	50,800.00	
6003 · Atrium Repairs	46,695.00	45,000.00	1,695.00	60,000.00	68,985.50	
6005 · Brick Retaining Walls	23,341.47	9,000.00	14,341.47	12,000.00	12,000.00	
6008 · Elec. Conduit Replacement	0.00	2,250.00	-2,250.00	3,000.00	3,000.00	
6010 · Pipe Replacement	8,386.00	0.00	8,386.00	12,000.00	35,000.00	
6013 · Painting Exterior	0.00	15,000.03	-15,000.03	20,000.00	12,000.00	
6014 · Garage Doors	0.00	1,500.00	-1,500.00	2,000.00	2,000.00	
6015 · Concrete Repair/Replacement	0.00	22,500.00	-22,500.00	30,000.00	45,000.00	Garage Concrete
6027 · Boiler Replacement	14,522.18	0.00	14,522.18	0.00	0.00	
6032 · Roof Replacement	0.00	0.00	0.00	0.00	0.00	
6033 · Equipment Lawn & Snow	0	749.97	8,854.93	1,000.00	1,000.00	
6035 · Common Area Lights	9,604.90	1,874.97	#REF!	2,500.00	9,000.00	
						Tennis Court Repairs \$8702 North Pool \$24,975.
6036 · Project Reserve Enhancement	6,500.00	8,333.30	-1,833.30	30,000.00	30,000.00	
6037 · Landscaping	44,622.55	8,333.30	36,289.25	10,000.00	10,000.00	
Total PR EXPENSES	153,672.10	186,391.54	-32,719.44	278,300.00	331,785.50	
UTILITIES						
5202 · Electric	51,033.29	46,170.00	4,863.29	61,560.00	61,560.00	
5203 · Water & Sewer	79,282.13	48,750.03	30,532.10	65,000.00	100,000.00	
5204 · Phones & Internet	4,318.25	2,916.00	1,402.25	3,888.00	5,000.00	
5205 · Laundry & Water Heater Rental	41,980.00	29,999.97	11,980.03	40,000.00	45,000.00	
5206 · Gas Only	107,244.60	119,994.93	-12,750.33	159,993.22	159,993.22	
5207 · Garbage Solid Waste	56,111.36	38,999.97	17,111.39	52,000.00	62,000.00	
5208 · Storm Water Run Off	20,933.41	15,000.03	5,933.38	20,000.00	20,000.00	
5209 · Street Lights & Snow/Ice	1,243.15	1,500.03	-256.88	2,000.00	2,000.00	
Total UTILITIES	362,146.19	303,330.96	58,815.23	404,441.22	455,553.22	
5350 · Depreciation Expense	5,218.85	0.00	5,218.85			
Total Expense	991,501.23	904,894.44	86,606.79	1,245,650.08	1,365,583.82	
Net Ordinary Income	154,157.20	29,568.18	124,589.02	0.00	0.00	
Net Income	154,157.20	29,568.18	124,589.02	800.00	0.00	

Mill Valley Monthly Assessment 2024-2025

Number of Units	65	81	120	11	3	8
Square Footage	625	865	1056	1210	1506	1250
Unit Style	A	B	C	D	E	F
Shared Expenses	\$252.84	\$252.84	\$252.84	\$252.84	\$252.84	\$252.84
Shared Reserve	\$71.62	\$71.62	\$71.62	\$71.62	\$71.62	\$71.62
Gas	\$31.42	\$43.48	\$53.08	\$60.83	\$75.71	\$62.48

2024-2025 Association Monthly Dues \$355.88 \$367.94 \$377.54 \$385.29 \$400.17 \$386.94

2023-2024 Association Monthly Dues \$321.83 \$333.89 \$343.49 \$351.24 \$366.12 \$353.25

Total Increase \$34.05 \$34.05 \$34.05 \$34.05 \$34.05 \$33.69

MILL VALLEY HOMES ASSOCIATION, INC.

DISCLOSURE MATERIALS

SECTION G

RULES & REGULATIONS

**MILL VALLEY HOMES
ASSOCIATION INC.**

RULES AND REGULATIONS

(Revised January 1, 2024)

TO ALL OWNERS AND OCCUPANTS OF MILL VALLEY:

Mill Valley Homes Association, Inc. is a condominium organization of homeowners. Its principal functions are to provide effective operation and maintenance to the buildings and property, and to protect membership investments.

Article VII of our By-laws sets forth a non-inclusive list of rules and regulations applicable to all owners/tenants at Mill Valley.

The Board of Directors has the authority to enact additional rules and regulations as established by the Articles of Incorporation. The same documents authorize the Board of Directors to establish penalties for infractions of rules and regulations, whether set forth in the by-laws or separately established by the Board of Directors.

With this in mind, the following rules and regulations have been adopted by the Board of Directors to govern and conduct at Mill Valley Homes and to establish penalties for the violation of the same.

Your Board of Directors has studied these rules and regulations very carefully. We believe that adherence by all occupants will contribute substantially to the pleasure of living at Mill Valley. All owners, tenants, and guests are bound by these rules. Persons observed repeatedly violating these regulations should be reported to the Board of directors for further action.

It shall be each owner's responsibility and obligation to furnish and make known to their unit occupants and/or prospective unit buyers these policies and regulations. Additional copies of these rules and regulations, and/or copies of the Condominium Documents and By-Laws, are available from the office for a nominal fee.

PLEASE LEAVE RULES & REGULATIONS IN CONDOMONIUM FOR NEW OWNER WHEN SELLING.

Board of Directors
Mill Valley Homes Association, Inc.

The material is organized under the following headings:

- I. ASSOCIATION MANAGEMENT AND MEMBERSHIP
- II. GENERAL COMMON AREA AND LIMITED COMMON AREA
- III. CLUBHOUSE USAGE
- IV. GARAGE AND PARKING
- V. LAUNDRY ROOM USAGE
- VI. TENNIS COURT USAGE
- VII. PET REGULATIONS
- VIII. SWIMMING POOL USAGE
- IX. SPECIAL INSTALLATIONS
- X. RECYCLING

I. ASSOCIATION MANAGEMENT AND MEMBERSHIP

A. GENERAL INFORMATION

1. A roster is maintained at Hunt Management's office, listing:
 - a. The name, address, email and telephone number of each occupant.
 - b. Name, address, and telephone number of relatives or other designated persons to be notified in case of emergency.
 - c. Pets living with occupant.
2. The Mill Valley Views is the publication of Mill Valley. The Association circulates the Views to all members monthly. Members are urged to read the publication for the latest information concerning management issues currently before the Association.

B. ASSOCIATION FEES AND ASSESSMENTS

1. All monthly fees/assessments are to be received by Mill Valley no later than the 15th day of any calendar month in which it is due. Any special assessments are to be received by Mill Valley no later than the due date set forth in the notice of same to owners.
2. Payment of maintenance fees after the 15th of the month will result in a late fee of \$25.00, an additional late fee of \$25.00 will be added if your fee is not paid by the last day of the month.
3. Any homeowner with fees/assessments unpaid after 60 days is subject to a lien on his/her condominium and potential garnishment of wages. All costs and attorney fees are charged to the homeowner. The Association shall have the right to take legal action against an owner to recover a money judgment for unpaid assessments and late fees together with costs and actual attorney fees. Said suit shall be maintainable without foreclosing or waiving the liens securing the same. Homeowners have the opportunity to appeal such assessment to the Board of Directors of Mill Valley if they feel any of the charges are unfair.
4. If you are not current in payment of your maintenance fees, you cannot use any of the Mill Valley Amenities, including the swimming pool, tennis courts, clubhouse, parking in garage, laundry room, etc.

5. Direct Deposit/Automatic Transfer

- a. Our financial institution offers a direct deposit of your monthly maintenance fees at no cost to you. Direct deposit allows payments to be done through your checking account at your bank. Application forms, along with instructions for this service, can be obtained by calling Client Services at 262-238-1480.

C. **PROCEDURE FOR HANDLING INFRACTIONS OF RULES.**

1. Persons found violating these rules shall receive a letter explaining said charges.
2. Situations not corrected in a 72-hour period following official notification, shall be subject to a fine of \$25.00 per incident per day until violation is corrected. Should you fail to pay fine the Association will file a lien against your property which will include court and attorney fees.
3. The homeowner has the right to appeal any of these charges to the Board of Directors at the next board meeting. An appointment must be made to schedule your appeal, by calling Client Services.

II. GENERAL COMMON AREA AND LIMITED COMMON AREA

(See Mill Valley Homes Association, Inc. BY LAWS
ARTICLE II – DEFINITIONS)

A. **GENERAL POLICIES**

1. In accordance with Wisconsin Law 101.123, smoking/vaping is prohibited in any common area at Mill Valley, including the atrium of every building. Owners may smoke in their private balcony, and on the patio attached to their unit, located on the outside of their building.
2. Fire regulations require that a 40" clearance must be maintained on the walkways at all times; placing or leaving of any objects on or under the stairways or on atrium steps is prohibited.
3. Blankets, towels, swimsuits, chairs, and other personally owned items, when not in use, may not be left on lawns, walkways, or other common areas. Common areas and limited common areas may not be used as airing or drying racks for rags, towels, swimsuits, or clothing.
4. Objects may not be placed on the walkway or under the stairways without prior written approval from the Board of Directors.
5. Dust cloths, brooms, mops, tablecloths, rugs, etc., may not be shaken in the atrium.
6. Hanging items are not permitted over entryways. Wind socks are allowed on the balconies. However, they must hang inside the balcony and not extend out over the exterior wall of the building.
7. Insurance and Responsibility.
 - a. Owner's Responsibility:
 - i. Inside contents of individual condo stud to stud, air conditioners, all windows, doors (patio doors and balcony doors), drywall, carpeting, flooring, and all personal property, as stated in our By-laws, Article 1, Section 3, (page 3).
 - b. Association's Responsibility:
 - i. The outside of all buildings, pipes in the basement, as well as all pipes outside of the walls of the units, boilers, porches and patios, and all Common Areas.

8. The use of skateboards are not permitted at Mill Valley. Kids' bicycles, battery operated vehicles, and wheeled toys, are allowed on Mill Valley sidewalks, but not in the tennis courts, or in the atriums of their building. **YOUNG CHILDREN ARE ALLOWED TO RIDE BICYCLES ON THE SIDEWALKS AND AROUND CLUBHOUSE CIRCLE (when the clubhouse is not in use), however they **MUST** yield to pedestrians walking on the sidewalk.**
9. ONLY neutral-colored blinds, shades, or draperies will be allowed on balconies, windows, and patio doors. No prints, patterns or designs are allowed.
10. Plastic sheeting behind screened balconies is not allowed. Plexiglass is allowed.
11. Estate sales or individual or public rummage sales are not allowed.
12. Feeding all wild life is prohibited (with the exception of hummingbird feeders allowed adjacent to or on patios only).
13. The following **ARE NOT PERMITTED**:
 - a. Bird feeders and bird baths.
 - b. Plants or flowers around the base of trees either in the ground or in pots.
 - c. Decorative trim around mulch at the base of trees, e.g., bricks or fencing.
 - d. Fruit trees in shrub and tree containers in atriums.
 - e. Flowerpots or planters on the seating areas in atriums.
 - f. Trellises of any kind.
14. Individual homeowners may not take over sections of the atrium without first coming to an agreement with their neighbors.
15. The following **ARE PERMITTED**:
 - a. Living plants in flowerpots/planters and outside furniture in atriums and on patios. One flowerpot or planter per unit in the atrium. As many as practical on your own patio/balcony.
 - b. Decorative and patriotic flags, wind spinners, garden stakes, and small solar lighting fixtures.
 - c. Seasonal wreaths, door decorations, garlands around light poles, lights on balconies, and lighted bush decorations. They must be removed within two weeks after the holiday/season.
 - d. Appropriate annual or perennial plants in the shrub and tree container areas in atriums. (Plants that grow larger than the shrubs or otherwise inhibit shrub growth are not allowed.)
16. Items cannot be stored on balconies if they can be seen from the outside.
17. Electrical outlets located in the garage or any other general common area or limited common area may not be used for charging electric vehicles or any other personal equipment. An exception would be to connect a vacuum to clean your car or other short-term use item that does not utilize electricity long-term.
18. Only garbage sealed in airtight bags goes down the garbage chute.

B. OUTDOOR GRILLS PRIVATELY OWNED.

1. Mill Valley Homes Association, Inc. accepts no liability for any personal property damage or bodily harm incurred through the use of outdoor grills.
2. It is expected that all grills will be placed and operated with proper consideration of the neighbors, and not left unattended.
3. Under no circumstances may grills be operated in any common area or limited common

area where there is an overhead obstruction to the sky, (e.g., roof, overhang, stairs or balconies).

4. Extreme care should be taken to operate all grills in open areas at a great enough distance from the buildings to avoid any possibility of fire and/or smoke damage to the buildings.
5. Grills not being used on a current basis must be removed from the common areas. Lighter fluids and charcoal should be stored next to your charcoal grill on your patio. Also see Section C, #3.
6. Due to the large amount of wood in the atriums, **charcoal grills will not be allowed. Gas grills only.**

C. **STORAGE ROOM AND LOCKERS**

1. Storage is at user's risk. The Mill Valley Association assumes no liability for any items. This includes theft, etc.
2. Smoking/vaping in the storage room is absolutely prohibited.
3. Flammable materials or anything that represents a fire hazard may not be stored in the lockers.
4. Nothing may be left in passageways or open areas of storage rooms.
5. For safety of all residents and protection of personal property that is stored in the storage lockers, the entrance door to the room is to be kept closed and locked at all times.
6. Extinguish lights when leaving storage areas.
7. As long as your items do not show above the locker partition walls you are in compliance of the code.

D. **SECURITY PRECAUTIONS**

1. It is recommended that you lock the entrance door of your unit when leaving it unoccupied.
2. The four courtyard gates for each building are not to be propped open and must remain closed when not used for entering or leaving. The gate locks are not to be obstructed to prevent the gates from locking. Please be sure the gate locks securely. If they are not closing properly, please call Client Services.
3. The two doors from the garage leading up to the atrium area for each building are never to be propped open and must remain closed when not being used for entering or leaving. **THIS IS A FIRE REGULATION.**
4. When driving in or out of the garage area, watch to see that the automatic door closes behind you and that no stranger enters the garage area while the door is open.
5. Do NOT buzz in anyone unless known to you, unless identified.(i.e., UPS, repairmen or deliverymen, etc.)

E. **SOLICITATIONS AND POSTING OF MATERIAL**

1. Any door-to-door solicitations are prohibited. Material to be posted on boards in the common areas or to be placed in mailboxes or newspaper boxes must be approved by the Board prior to distribution.
2. "Open House" signs and flags are permitted ONLY for the duration of the Open House.

III. CLUBHOUSE USAGE

A. GENERAL POLICIES

1. Homeowners who are not current in the payment of their maintenance fees, may not use any of the Mill Valley Amenities, including the swimming pool, tennis courts, garage, laundry facilities, or clubhouse.
2. **Each owner who rents the facilities of the Clubhouse must be present at all times during the time they are renting the clubhouse.** The owner is responsible for any damage or theft that may occur as a result of their use of the Clubhouse.
3. Persons 17 years of age or younger are not allowed in the Clubhouse after 11:00 P.M. except in the presence of a related adult owner.
4. Persons 17 years of age or younger of any one (1) family residing at Mill Valley are not allowed more than two (2) guests at any one time in the Clubhouse without a related adult resident.
5. The Clubhouse must be vacated at all times by 12:00 A.M. Anyone in violation will automatically forfeit their security deposit. In addition, anyone violating this rule will be denied Clubhouse privileges for a period of one (1) year.
6. Excess noise/disturbances will be cause for complaints to the Milwaukee Police Department by residents or Management.
7. The kitchen area will be locked except when the Clubhouse is used by a recognized Mill Valley group or for which a reservation fee and security deposit has been received.
8. The Clubhouse will be kept locked at all times. Call Client Services for the code to the clubhouse lockbox.

B. PRIVATE RESERVATIONS

1. Private use of the Clubhouse facilities during specific assigned hours for private parties may be granted to all Mill Valley residents in good standing.
2. It is understood that said residents must be in attendance during the event, must make certain that the Clubhouse is secure at the party's termination, and subsequently must perform adequate cleaning to restore the Clubhouse to its appearance prior to the party.
3. Reservations for the Clubhouse may not be made more than six (6) months in advance.
4. The Mill Valley Clubhouse is not to be used to conduct a business event, party, or meeting for groups with whom a resident has no direct affiliation.
5. Smoking/vaping is not permitted in the Clubhouse.
6. Only one party may be scheduled on any one day.
7. Reservations will not be accepted for holidays which are intended as "Open House" for all residents to enjoy. The holidays are New Years Eve and New Years Day. The kitchen facilities will be made available only to owners who pay the reservation fee and security deposit or for a Mill Valley sponsored event.
8. Maximum Size:
 - a. No party may exceed one hundred (100) persons.
 - b. Dinner (sit-down) parties that are confined to the inner portion of the Clubhouse (and not able to use the outdoor patio area) may not exceed seventy-five (75) persons.

9. Fees/Deposits:
 - a. Both reservation fee and a security deposit are required.
 - 1) RESERVATION FEE
 - a) Monday through Thursday (except when a holiday occurs on such days)
9:00 A.M.-5:00 P.M. \$ 50.00
 - b) All other times \$125.00
 - c) Holidays and Weddings. \$150.00
 - 2) SECURITY DEPOSIT
 - a) For a homeowner \$250.00
 - b) **The unit owner is responsible for any damages that may occur during their tenant's usage.**
 - b. Reservation fees must be paid at the time the reservation is confirmed. If the event is cancelled more than 30 days prior to the reservation, the fee will be returned.
 - c. The funds derived from the reservation fee are used for upkeep of the Clubhouse and the balance is deposited in the Mill Valley account for replacement of furnishings and the purchasing of new equipment for the Clubhouse.
 - d. If, in the opinion of management, additional cleaning or restoration is necessary after a party, contractors will be hired by the Association, and the cost will be deducted from the security deposit. Any damage to the music system will also be repaired and the cost will be deducted from the security deposit. Should the costs exceed the security deposit, the homeowner will be billed.
 - e. The Clubhouse, if not reserved, may be used after funerals for family gatherings at no charge.

IV. GARAGE AND PARKING

A. GENERAL POLICIES

1. The Association assumes no responsibility or liability in connection with the damage to any automobile/vehicle or the loss of any personal property that may occur while parked on the Mill Valley property (unless the damage is caused by a failure of building infrastructure).
2. All indoor parking locations are assigned by the Association.
3. Each occupant must register with the Association the description of the occupant's car (or cars), the current license number, and the contact information of their insurance company.
4. The parking area is to be used for the parking of wheeled vehicles only. This includes boat trailers.
5. Motor vehicles which are not legally and mechanically operable shall not be parked or left in any outdoor parking area in excess of 15 days.
6. All vehicles in garages must be properly licensed, with current registration, mechanically operable, and be owned by a unit resident. Each owner may have a maximum of three (3) parking spots per unit. Owners and renters must have proof of ownership for each parked vehicle in garage. The resident must live in the building to park in the building.
7. Sleeping or living in one's car in the Mill Valley Garage or Storage room is not allowed. (Rule added 1/18/2024)
8. If a resident in a building needs another parking space in his or her garage, but can't have one because the garage is full due to stored vehicles, the stored vehicle with the least time in storage must vacate.
9. Parking of recreational vehicles is not permitted on Mill Valley grounds at any time, by any

owner. No semi-trailers or tractors are permitted to park overnight on Mill Valley property without Association permission.

10. In the event that an owner residing in Mill Valley was to have a guest that was driving a recreational vehicle, a special parking permit must be obtained from the Association for a period not to exceed two (2) weeks. Owners of such vehicles must still:
 - a. Have a parking permit issued by Association.
 - b. Park said vehicle in the outdoor parking area nearest their building/unit.
 - c. Park the vehicle for periods of time not to exceed seven (7) consecutive days.
 - d. Follow all other parking rules.
11. No boats, trailers, trucks with commercial equipment, school buses, or campers may be parked outside at Mill Valley without the permission of the Mill Valley Board of Directors. Violators will be subject to a \$10.00 per day penalty after notification.
12. Non-residents are not permitted to wash their cars on Mill Valley premises.
13. No smoking/vaping is permitted in the garage.
14. No major vehicle repairs may be performed in the garage. Oil changes are allowed but homeowners must clean up any oil spills and dispose of old oil off site.
15. No major vehicle repairs may be performed in Mill Valley parking lots. Repairs such as flat tires and battery replacement are the exceptions.

B. GUEST PARKING

1. Owners who wish to allow their guest to temporarily use their assigned parking space must call Client Services and get a temporary parking permit.
2. All rules relating to the garage apply to homeowners' guests and contractors. It is the responsibility of the homeowner to advise guests and contractors of these rules and procedures for opening the garage door.

C. PARKING VIOLATIONS

1. Parking violations will be tagged by appropriate representatives of Mill Valley Homes Assn. Inc.
2. Failure to correct a violation and/or repeated violation of regulations may result in notifying the Milwaukee Police Department to issue a ticket for the violation.

D. GARAGE STALLS

1. Storing of any items (i.e. batteries, windshield washer, boxes, towels, chains, etc.) is not allowed. Only a tire/floor bumper stop may be used to avoid hitting the wall. Violators will be notified and will be asked to remove these items within five days or be fined. Failure to do so, items will be disposed of by our staff. A motorcycle and/or bicycle may be stored in a stall if it does not cause the car to go beyond the boundary of the stall.

E. DUMPSTERS

1. Carpeting, old flooring, and any other large items that don't fit in the garbage chute in the atrium of your building, must be taken to the dump by the owner. Only garbage goes down the garbage chute.
2. Place your Christmas tree in the special dumpster provided.

F. **RECYCLING**

1. It is requested that you rinse out plastic and glass containers before putting them into the proper container. We do not want to attract any mice, insects or have any unpleasant odors. Please take extra precautions to avoid both.
2. Follow the recycling guidelines posted on the wall by the dumpsters.

V. LAUNDRY ROOM USAGE

A. **HOURS: MONDAY THROUGH SUNDAY 8:00 A.M. TO 10:00 P.M.**

B. **GENERAL POLICIES**

1. **Only residents in good standing** are authorized to use the laundry facilities for personal belongings.
2. After each use, the machines are to be cleaned and lint removed. Leave doors open.
3. Clothes are to be removed from machines promptly after use in order that others may use the machine. Laundry left in equipment after the end of the washing or drying cycle may be removed by the next user and placed on the table. Clothes left on the table for longer than 48 hours will be disposed.
4. When leaving the laundry room, extinguish the lights and fan and close door to keep out unwanted animals.
5. Using washers to dye or color clothes is not permitted.
6. Plants should not be stored in the laundry room.

C. **CONDOMINIUM REGULATIONS**

1. Per Article VII, Section 1 of the Condominium By-Laws:
 ** "No owner will be allowed to install washers and dryers in their individual unit."

VI. TENNIS/PICKLE BALL COURT USAGE

A. **HOURS: MONDAY THROUGH SUNDAY 8:00 A.M TO 9:00 P.M.**

B. **GENERAL POLICIES**

1. Tennis shoes must be worn at all times while using the tennis/pickle ball courts.
2. Each owner choosing to bring a guest(s) to enjoy the facilities of the tennis/pickle ball court is responsible for the conduct of his/her guest(s) and for any damage that may result because of their use of the courts.
3. Wheeled toys are not allowed in the tennis/pickle ball court area.
4. Children are not allowed in tennis/pickle ball courts for any reason except to play tennis/pickle ball and must be accompanied by homeowner.

D. **PARTICIPATING LIMITS**

1. HOMEOWNERS MAY NOT GIVE PROFESSIONAL TENNIS LESSONS.

VII. PET REGULATIONS

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THE FOLLOWING BREEDS OF DOGS WILL NOT BE ALLOWED TO RESIDE AT OR VISIT MILL VALLEY PROPERTY: **PIT BULLS, AKITAS, ROTTWEILERS, STAFFORDSHIRES, BULL TERRIERS, DOBERMAN PINSCHERS, CHOWS, PRESA CANARIOS, and GERMAN SHEPHERDS.**

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A. GENERAL POLICIES

1. Condominium regulations with regard to the keeping of animals are specified in Article III, Section 1,E, of the Condominium Document By-Laws and must be adhered to. Namely, "No animals of any kind shall be raised, bred, or kept in any unit in buildings 1, 2, 3, 4, 7, 8, 9, 10, & 11. THE ONLY DOGS ALLOWED IN THESE BUILDINGS ARE STATE CERTIFIED SERVICE ANIMALS AND EMOTIONAL SUPPPORT ANIMALS. Dogs, cats, or other customary household pets may only be kept in any unit in buildings 5, 6, & 12 - all subject to rules and regulations which may be hereafter adopted by the Association regarding same".
2. If you are aware of pets in non-pet buildings, you are to notify Client Services, by phone or email, stating your name, building number, and unit number, along with the name, building number and unit number where the pet is located.
3. No pets may be left unleashed or unattended in the common areas or limited common areas. Pets unattended or unleashed on a ground level patio is not allowed.
4. Pets may be temporarily cared for in non-pet buildings for a period not to exceed six (6) nights, seven (7) days per month. Visiting pets must be approved by the Board of Directors and you must notify Client Services, in writing, stating the date when the pet is visiting. You will be fined \$25.00 per day for pets staying in non-pet buildings, unless approved by the Board.
5. Responsibility for damage caused by pets is chargeable to the pet's owner. Replacement costs as deemed appropriate by the Board of Directors will be assessed to owners who are in violation.
6. Only two animals per unit are allowed.
7. If a dog attacks a person or other animal, the owner will be assessed a \$100.00 fine and the dog will be banned from Mill Valley property within 24 hours.
8. All owners who have animals living at Mill Valley, or visiting Mill Valley, must prove that their animals, or their guests' animals, are current with rabies, distemper, and Bordetella shots.
9. Owners who have pets that are not in compliance with the rules will be assessed a fine of \$25 per pet per day.

B. WALKING OF PETS

1. Animals taken for a walk on the property must be kept on a leash at all times.

2. In the case of an "accident", it **MUST** be cleaned up by the owner immediately and disposed of **IN THE DOG AREAS**.

C. DOG AREAS

1. **CLEAN UP AFTER YOUR PETS.**
2. Two dog walks are provided for animals to relieve themselves. These are the **ONLY** areas on the property to be used for this purpose by the animals.

VIII. SWIMMING POOL USAGE

A. GENERAL

1. The following rules are excerpted from Wisconsin Health & Social Services HSS 172. Failure to comply with these regulations could lead to closure of the pool:
 - a) Do not enter the pool if you have a communicable disease or an open cut.
 - b) No food, gum, tobacco, or glassware, breakable plastic or other utensils, or containers for food are permitted in the pool area.
 - c) Shower before entering the pool.
 - d) Do not run or engage in rough play in the pool area.
 - e) Do not bring animals into the pool area.
 - f) Do not give pool keys to anyone. Owners must accompany guests to pool. Pool keys are the responsibility of the homeowners.
 - g) Any resident or guest who is not toilet trained must wear appropriate swim attire (i.e. swim diapers).
 - h) No diaper changing in the pool area
 - i) All children who are not able to swim, must be accompanied by an adult at all times, and follow the pool rules.
 - j) If any resident using the pool sees a dangerous situation at the pool that may affect the health or safety of people using the pool, please call Client Services. They will assist you by giving you instructions how to proceed, including giving you emergency numbers to call.

B. POOL HOURS

1. The pool is open from 8:00 A.M. to 10:00 P.M. Monday-Sunday.

C. MILL VALLEY POOL RULES/REGULATIONS

1. All posted rules must be observed.
2. Each unit is permitted 4 people per unit. The pool may not be used for private parties.
3. Pool toys, skateboards, bicycles, etc. are **NOT** permitted in the pool area.
4. Foam pool noodles are allowed in the pool.
5. An owner/resident choosing to bring a guest(s) to enjoy the pool facilities is responsible for the conduct of his/her guest(s) and for any damage that might occur as a result of their use.

6. All guests must be accompanied by the homeowners/renters when using pool facilities. Guests 16 years of age or younger must be under the supervision of an adult resident when using the pool.
7. Members and guests must have the Mill Valley identification tags clearly visible or with you when using the facilities of the pool.
8. Pool gates must be kept locked at all times.
9. Persons using suntan oil must cover the furniture before sitting on it.
10. Life preserver rings and ropes are for emergency only. Ropes should not be removed for "lap swimming" unless no one else is using the pool.
11. Furniture must not be removed from the pool area nor should the furniture be placed next to the pool edge.
12. Audio equipment (radios, etc.) must be used only with earphones.
13. SMOKING/VAPING is not permitted in the pool area at any time.
14. Non-Residents are not allowed to be in the pool without an owner being present with them. (1 owner for every 3 guests.)

IX. SPECIAL INSTALLATIONS

A. CONDOMINIUM REGULATION

1. Remodeling Construction is only allowed Monday through Friday from 8 a.m. to 5 p.m., and Saturday from 9 a.m. to 3 p.m. Construction is not allowed on Sunday.
2. Per Article VII, Section 1 of the Condominium By-laws,

"External Appearance. (i) No structural, ornamental, or other modifications to the external portion of a unit which affect the external appearance of the unit may be made and is expressly forbidden without the prior written consent of the Association. (ii) No structural, ornamental, or other modifications to the internal portion of a unit which affect the external appearance of the properties may be made and is expressly forbidden without the prior written consent of the Association."

B. STORM/SCREEN DOORS

1. As approved by the Board of Directors in May, 2002, unit owners may install/replace storm/screen doors on their units, but only with the following provisions:
 - a. All new storm/screen doors must be uniform in design as approved by the Board of Directors--specifically, white vinyl with a 19" panel at the foot of the door.
 - b. Homeowners may contact Client Services for additional information and for the names of vendors that will supply them. However, all other inquiries and contacts regarding the door--before and after installation--will be the responsibility solely and entirely of the unit owner and they are to be made directly with the vendor.
 - c. All townhouse installations must be double door installations.
 - d. The Association in no way endorses any product. The Association assumes no responsibility or liability for any product an owner purchases for their condo.
 - e. It is expected that ordinary maintenance of each installation, if required, will be furnished by the unit owner. However, if in the opinion of the Board of Directors

- adequate maintenance has not been performed by the unit owner, said maintenance will be contracted by the Association, and the cost of which will be levied against the unit owner.
- f. The Association assumes no liability in connection with any damage or personal injury which may result from the installation of a storm/screen door--such liability being the responsibility of the unit owner. However, any damage to Mill Valley which, in the opinion of management, is not adequately restored by the unit owner will be restored by the Association, the cost of which will be levied against the unit owner. As an example, there is visual evidence that some installations of storm/screen doors will result in a heat build-up between the doors which will melt and deform the decorative squares of the entry door.
 - g. The Association reserves the right to change the specifications of the uniform door design if deemed appropriate and necessary in the future.
 - h. Each unit owner, by his or her act of having a storm/screen door installed, does by such action acknowledge and agree to each of the items expressed herein. Upon request, the office will furnish any Association member with necessary information regarding the specifications of the doors.

C. **BALCONY SCREENS** (Limited Common Area)

1. As approved, unit owners may install balcony screens, but only with the following provisions:
 - a) All screens must be uniform in design for the entire complex as approved by the Board of Directors.
 - b) Client Services will supply the unit owner with the name of a vendor. However, all other inquiries and contacts regarding the screen--before and after installation- will be the responsibility solely and entirely of the unit owner and they are to be made directly with the vendor.
 - c) The Association in no way endorses the product and should the said product ever fail to meet the expectations of any unit owner, the Association assumes no responsibility or liability for the product.
 - d) Maintenance of each installation, if required, will be furnished by the unit owner. However, if in the opinion of the Board of Directors, adequate maintenance is not performed by the unit owner, said maintenance will be contracted by the Association, the cost of which will be levied against the unit owner.
 - e) The Association assumes no liability in connection with any damage or personal injury which may result from the installation of a screen--such liability being the responsibility of the unit owner.
 - f) Each unit owner, by his or her act of having a porch screen installed, or by act of purchasing a unit with a balcony screen already installed, does by such action acknowledge and agree to each of the items expressed herein.
 - g) Porch screens installed according to the above shall not be deemed in violation of Article VII., Section I. of the Mill Valley Homes Association By-laws.
 - h) Under no circumstances can the screened-in porch/balcony be used as an additional heated room.
 - i) Glass enclosures are allowed. You must contact Client Services to get specifications and vendor information.

BLUE EMERGENCY LIGHTS & FIRE ALARM HORNS

CALL 911 — FOR EMERGENCIES

- A. We have Blue Emergency Lights installed on the roof of all 12 buildings plus the clubhouse. The object of the Blue Lights is to help the Fire, Police or Emergency vehicles to more readily locate the building having an emergency. IT IS IMPERATIVE THAT YOU NOTIFY EMERGENCY PERSONNEL/VEHICLES WHERE AND HOW TO ENTER MILL VALLEY PREMISES.
- B. We also have a Fire Horn Alarm in each building's courtyard, except Building 7 which has its own fire alarm system. This is to be used to alert all the people in the building that a fire is in progress and to vacate their premises.
- C. After you have notified the Fire or Police Department of the emergency, you then activate the Blue Light or the Fire Horn Alarm, or both if the situation warrants it.
- D. The switches are painted "blue" for the Blue Light and "red" for the Fire Horn Alarm. They are also identified by a blue name plate, Blue Emergency, and a red name plate, Fire Alarm Horn.
- E. You will find the switch for the lights and horn near the following locations:

<u>Building</u>	<u>Unit</u>	<u>Building</u>	<u>Unit</u>
1	13	7	1
2	18	8	2
3	1	9	17
4	2	10	1
5	14	11	1
6	1	12	14

- F. The Clubhouse fire extinguisher is located to the right of the main front entrance, when walking into the clubhouse. There is a fire alarm located on the wall to the right of the entrance to the room with the fireplace.
- G. Please acquaint yourself with the location of the switches and fire extinguishers in your building in order to save time in an emergency.