DISCLOSURE MATERIALS

NAME OF THE CONDOMINIUM: **WOODED HAVEN CONDOMINIUM**

LOCATION OF THE CONDOMINIUM: 124 – 126 N. Lapham Peak Road, Delafield, WI 53018

NAME OF THE DECLARANTS: Jerome J. Murphy and Cecile A. Murphy

BUSINESS ADDRESS OF THE DECLARANT: N53 W15745 Creekwood Crossing, Menomonee Falls, WI 53051

NAME OF DECLARANTS' AGENT: First Weber Group Realtors, C/o Jerome J. Murphy

ADDRESS OF DECLARANT'S AGENT: 12665 W. North Avenue, Brookfield, WI 53005

1. THESE ARE THE LEGAL DOCUMENTS COVERING YOUR RIGHTS AND RESPONSIBILITIES AS A CONDOMINIUM OWNER. IF YOU DO NOT UNDERSTAND ANY PROVISIONS CONTAINED IN THEM, YOU SHOULD OBTAIN PROFESSIONAL ADVICE.
2. THESE DISCLOSURE MATERIALS GIVEN TO YOU AS REQUIRED BY LAW MAY BE RELIED UPON AS CORRECT AND BINDING. ORAL STATEMENTS MAY NOT BE LEGALLY BINDING.
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.

TABLE OF CONTENTS FOR
DECLARATION OF CONDOMINIUM
FOR
WOODED HAVEN CONDOMINIUM

	Page
1. Condominium name and address	4
2. Description and Statement of Intent	4
3. Description of the Units	4, 5
4. Association and Board	6
5. Unit Owner	6
6. Common Elements	6, 7
7. Service of Process	7
8. Undivided Percentage Interest	7
9. No Severance of Ownership	7
10. Maintenance of Units	7
11. Use of the Common Elements	7
12. Maintenance of Common Elements; Common Expenses	7, 8
13. Limited Common Elements	8
14. Damage to Common Elements	8, 9
15. Insurance	9
16. Signs and Other Fixtures	9
17. Easements	10
18. Vehicular Access and Easement for Access	10, 11
19. Interpretation of Declaration; Arbitration	11
20. Pets	11

INDEX

The disclosure materials the seller is required by law to provide to each prospective condominium purchaser contain the following documents and exhibits:

1. ***Declaration.*** The declaration establishes and describes the condominium, the units and the common areas. The declaration begins on page 3.
2. ***Bylaws.*** The bylaws contain rules which govern the condominium and effect the rights and responsibilities of unit owners. The bylaws begin on page 15.
3. ***Articles of Incorporation.*** (NOT APPLICABLE) 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. Pursuant to Wisconsin Statutes §703.15(2), the declarant has established the Wooded Haven Condominium Association as an unincorporated association. It's powers are specified in Wisconsin Statutes §703.15(3)(a) and (b).
4. ***Management or employment contracts.*** (NOT APPLICABLE) Certain services are provided to the condominium through contracts with individuals or private firms. There are no management or employment contracts in place, nor any contemplated by the declarant.
5. ***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 20.
6. ***Leases.*** (NOT APPLICABLE) There are no leases in existence or anticipated to which the unit owners or association will be a party following the closing.
7. ***Rules.*** (NOT APPLICABLE) The Association has (not) passed certain rules governing activities on the condominium.

002503 APR-2 83

DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS AND COVENANTS OF WOODED HAVEN CONDOMINIUM

1. Condominium name and address. **The name of this condominium is Wooded Haven Condominium. Its address is 124 - 126 N. Lapham Peak Road, Delafield, Wisconsin 53018.**

2. Description and Statement of Intent. **The land on which the condominium is located is described as:**

All that part of the Northeast 1/4 of Section 20, Township 7 North, Range 18 East, in the City of Delafield, Waukesha County, Wisconsin, bounded and described as follows: Commence at the Southwest comer of the Southwest 1/4 of the Northeast 1/4 of Section 20, Township 7 North, Range 18 East; thence North on the 1/4 section line 328.1 feet to the place of beginning of the property herein described, thence North on the 1/4 section line 300 feet to a point, thence East and parallel to the South line of the Southwest 1/4 of the Northeast 1/4 of Section 20, Township 7 North, Range 18 East, 290.4 feet to a point, thence South and parallel to the West line of the above mentioned 1/4 section line 300 feet to a point, thence West and parallel to the South line of the aforementioned 1/4 section 290.4 feet to the place of beginning of the property herein described.

Excepting therefrom that parcel conveyed by Warranty Deed dated March 25, 1952 from Clarence J. Cather and Vera M. Cather, his Wife,as his wife, and in her own right, to John E. Cather and/or Dorothy T. Cather or survivor, recorded in Volume 570 of Deeds, page 252 in Waukesha County Register of Deeds Office as Document No. 363868, which parcel is further described as follows: Commencing at the Southwest comer of the Southwest 1/4 of the Northeast 1/4 of Section 20, Township 7 North, Range 18 East, Town of Delafield, Waukesha County, Wisconsin; thence North on the 1/4 line 328.1 feet to the place of beginning of the parcel herein described; thence North on the 1/4 section line 150 feet to a point; thence East and parallel to the South line of said Southwest 1/4 of the Northeast 1/4 of Section 20, 290.4 feet to a point; thence South and parallel to the West line of ft above mentioned 1/4 section line, 150 feet to a point; thence West and parallel to the South line of said 1/4 section, 290.4 feet to the place of beginning.

(Hereafter referred to as "the Property").

The Declarants are: Jerome J. Murphy and Cecile A. Murphy, husband and wife.

The declarants hereby subject the Property to this condominium declaration established under the Wisconsin Condominium Ownership Act, Wisconsin Statutes Chapter 703, and, more specifically, Wisconsin Statutes §703.365 which governs small residential condominiums.

3. Description of the units. **This condominium consists of two units. The units are located in a single two-story building that has previously been constructed on the**

Property. The building is situated so there is a northerly living unit and a southerly living unit. The municipality has assigned the street address 124 N. Lapham Peak Road to the southerly unit (which is hereby designated as "Unit 124") and the street address 126 N. Lapham Peak Road to the northerly unit (which is hereby designated as "Unit 126"). The units are also identified by such designation on the condominium plat. The units share a common wall on both stories, and on the basement level, which runs in an east-west direction. Such wall divides the main structure of the building into two parts and separates the living area of Unit 124 from the living area of Unit 126. Each unit contains, in addition to the living areas, an attached garage which can be accessed from the living area. Working drawings showing the approximate area and location of rooms in the units are on file with the declarants. A unit hereunder is further described as:

a) One or more contiguous cubicles of air within a unit described above in this section. The exterior boundary of the unit is the unfinished interior surface of the perimeter walls, the unfinished lower surface of the ceiling, and the uncovered or unfinished surface of the lowest level of the cubicle (including all below-grade areas).

b) In addition to the cubicles described in subparagraph a), above, the unit includes the following items serving the particular unit although such item may be outside the cubicles:
   - All doors, windows and skylights, their interior casements, and all their opening, closing and locking mechanisms and hardware;
   - All wall and ceiling-mounted electrical fixtures and recessed junction boxes serving them;
   - All floor, wall, baseboard or ceiling electrical outlets and switches and the recessed junction boxes serving them;
   - All exterior electrical fixtures, switches and plugs and the junction boxes serving them if such items are controlled exclusively from within or serve the unit or its limited common elements exclusively;
   - Any cable television connection to the unit and the junction box serving it (including a cable associated with a satellite dish or antenna);
   - All plumbing fixtures serving the unit, including exterior faucets serving the unit or its limited common elements exclusively, and the piping, valves and other connecting or controlling materials or devices between the fixtures and the water and sewer lines;
   - The furnace and air ducts and other connecting and controlling materials and devices lying between the unit and the furnace.
   - The air conditioning equipment serving the unit, including the compressor, fans, ducts, conduits, wiring and other connecting and controlling materials and devices associated with it;
   - Any flues, flue caps, chutes and ducts serving the unit exclusively.

c) Any part of the mechanical systems of the building which is not referred to above shall not be considered a part of the unit regardless of the fact it may lie wholly or partially within the cubicles of air described above.

4. Association and Board. The unit owners in this condominium, acting through the Board (hereinafter defined), shall be known as the Wooded Haven Condominium Association (hereafter "the Association"). The Association shall be unincorporated. Pursuant to Wisconsin Statutes Sections 703.365 (5)(a) and 703.07 (1), such association shall exist immediately upon the recording of this declaration with the Waukesha County Register of Deeds. The declarants shall have rights in the association only as owners of a unit. Such rights as owners shall cease upon conveyance of such ownership interest(s).

   All unit owners are members of the Association and, upon acquiring title, assign the management and control of the common elements to the Association and agree to be bound by and observe the Association's bylaws, and any rules or regulations adopted by the Board. A unit owner's conveyance of his ownership interest shall cause his membership in the Association to cease. All members and all persons authorized by a member to use or be present on the Property are subject to the Association's bylaws, and any rules or regulations adopted by the Board.

   The Board shall control and direct the affairs of the Association. The Board shall maintain a current roster of the names and addresses of all owners of the units and notice of meetings of the Association shall be sent to such owners. The Board shall be composed of one representative from each unit, chosen by and from among the unit owners of that unit. Such representative is hereafter referred to as a director. The Board shall act through the affirmative votes or written consent of both of its directors and shall take no action without such vote or consent. The Board shall meet at least quarterly.

5. Unit Owner. A "unit owner" hereunder is that entity, person or combination of persons who hold legal title to a unit or equitable ownership of a unit as a land contract (installment) purchaser. Each unit is intended for the exclusive, independent use of its owner(s) and those persons authorized to use it by the owner(s) for any purpose not prohibited by law or by this declaration or the bylaws, rules and regulations adopted by the Board.

6. Common Elements. The common elements are all those parts of the Property which are not included within a unit. By way of illustration and not limitation, this includes:
   - The land on which the building is located, subject to the fact that portions of the land have herein, and on the plat for this condominium, been designated as limited common elements reserved for the exclusive use of the owner(s) of the assigned unit. A portion of the land has been reserved as a common element. Such portion is depicted on the condominium plat and lies between the line which defines the northern boundary of the limited common element for Unit 124 and the southern boundary of the limited common element for Unit 126, at the front of the building.
   - The building and its foundation, roof and walls;
   - All installed utilities;

- All apparatus existing for the common use of both units;
- The sewer laterals;

7. Service of Process. Service of process on the Condominium or the Association of unit owners may be made on Jerome J. Murphy, N53 W15745 Creekwood Crossing, Menomonee Falls, Wisconsin, 53051. The Association may designate a successor to Jerome J. Murphy for such purpose by the vote or written consent of its directors. (The Association shall, in all events, designate a successor to the person named to receive service of process when the person previously named has conveyed his or her interest in the Property.)

8. Undivided Percentage Interest. Each of the two units in this condominium shall have a 50% undivided interest in the common elements of the condominium.

9. No Severance of Ownership. A unit owner's interest in his unit and his undivided interest in the common elements of the condominium cannot be divided or severed in any way. When a unit is conveyed the corresponding percentage of interest in the common elements is conveyed automatically, regardless of whether such fact is expressed in the document of conveyance.

10. Maintenance of Units. Each unit owner is responsible for the decoration, furnishing, housekeeping, repair and maintenance of his unit and the general cleanliness and appearance of any limited common elements associated with his unit, including but not limited to lawn mowing, leaf raking and snow removal. A tidy appearance shall be maintained in keeping with the Property's status as a first-class residential property. No snow or yard debris shall be deposited or directed by a unit owner, or by anyone acting on his behalf, onto the limited common elements of the other unit.

A unit owner has a limited right to make alterations within his unit which do not affect the common elements. Such alterations, however, may not involve the movement, structural alteration, removal, or construction, of a wall or any structural member without the written consent of the owner(s) of the other unit.

11. Use of the Common Elements. The units and the building are intended for residential single-family use only. With the exception of Limited Common Elements, which are reserved for exclusive use of the assigned unit, the unit owners are entitled to use and enjoy the common elements jointly with each other. No unit or unit owner has any greater right than another to such use. Such rights of use extend to the family, guests and other authorized guests or invitees of a unit owner. All such use, however, is subject to all applicable laws and ordinances and to this declaration and the rules and regulations adopted by the Board.

12. Maintenance of Common Elements; Common Expenses. Management, repair, alteration and improvement of the common elements shall be the responsibility of the Board with the exception that the unit owners are individually responsible to

maintain, and pay for the maintenance of, the limited common elements associated with their unit. Such maintenance is not considered a common expense.

Each unit shall bear an equal share of the common expenses. Payment of these expenses shall be made at the times provided by the Board.

Payments on amounts assessed not made by the due date shall constitute a lien against the unit that may be placed and enforced as provided by the Wisconsin Condominium Ownership Act, Chapter 703 Wisconsin Statutes.

13. Limited Common Elements. Limited Common Elements are those areas of the Property reserved for the exclusive use of the owner(s) and authorized guests of the unit to which they are assigned. As shown on the Condominium Plat, the declarants intend to reserve to each unit owner a yard area adjacent to the exterior walls of their unit and extending to the boundaries of the Property. Thus, as depicted on the condominium plat, to define the yard area which shall be assigned to each unit for its owners' exclusive use:

a) Extend the line of the common wall which divides the units (as described in Paragraph 3, above) from the back wall of the building to the eastern boundary of the Property, and b) from the front of the building, extend the line of the north wall of the garage serving Unit 124 to Lapham Peak Road. The yard area to the south of the two above-stated lines shall be a limited common element associated with Unit 124.
b) Extend the line of the common wall which divides the units (as described in Paragraph 3, above) from the back wall of the building to the eastern boundary of the Property, and b) from the front of the building, extend the line of the south wall of the garage serving Unit 126 to Lapham Peak Road, The yard area to the north of the two above-stated lines shall be a limited common element associated with Unit 126.

The requirement that unit owners be individually responsible for maintenance of such yard areas does not preclude the unit owners, acting through the Board, from electing to install, maintain and pay for a unified landscaping and/or maintenance plan for all or some of such areas in the same manner as common expenses.

A unit owner shall not construct, make alterations to, or paint, decorate or adorn any item within the limited common elements (including, without limitation, such items as a deck, patio, stoop, porch, rail, planter or sidewalk) unless such is done in strict adherence with the then existing architecture, style, materials and color scheme of the building and the surrounding landscaping.

14. Damage to Common Elements. If the common elements are damaged, the Association shall:

- If insured adequately to offset the cost thereof, repair the damaged elements;

- If not insured sufficiently to offset the cost of repair, assess the balance of any cost of repairs as a common expense to be assessed against and paid for by the unit owners, then repair the damaged elements.

15. Insurance. Insurance of the common elements is a common expense. The Association shall maintain multi-peril property insurance, including fire and extended coverage, at full insurable value on the replacement cost of the condominium. The Association may elect to procure such coverage for all or portions of the units. The units shall be covered in an equivalent manner if this election is made.

The Association shall maintain comprehensive public liability insurance with limits not less than $1,000,000 per occurrence for personal injury, or property damage to the common elements. This is to contain a "severability of interest" clause permitting recovery directly by unit owners.

All insurance coverage obtained shall be held for the benefit of the unit owners and their mortgagees and the Association shall act as trustee for the purpose of applying and disbursing proceeds of coverage.

Each unit owner is required to maintain full multi-peril insurance coverage on those portions of his unit not covered by insurance procured by the Association based on the full replacement cost thereof. This requirement may be enforced either by the Association or by the owner of the other unit, who may request proof of such insurance at any time.

No unit owner may conduct any activity or keep any substances on the property, or in or near his unit, which would result in the cancellation of any existing insurance coverage.

16. Signs and Other Fixtures. No unit owner shall cause or permit anything (such as a sign, poster, banner, awning, or canopy) to be hung or displayed on or from the outside walls or the windows of the building. These exceptions are permitted:

- a single "For Sale" or "For Rent" sign immediately adjacent to the public road or on the front of the unit. Such sign shall designate by address, unit number or location (e.g. "south unit") which unit it is referring to.
- a single satellite dish and attached components and cable. Such items may be affixed to the exterior of the building adjacent to the owner's unit and not the other unit. Unless this limitation is prohibited under any applicable federal, state, or municipal law, the dish and components may not exceed the smallest size that is commonly available to United States consumers at the time of installation. The unit owner shall be responsible to protect the building from water infiltration and other adverse elements due to the installation or presence of such item(s). The unit owner shall be solely responsible for any damage caused by the installation or presence of such components and shall promptly repair such damage and take all necessary steps to prevent further damage.
- Small, decorative adornments located near an exterior doorway to the unit, such as street address indicators and hanging planters.

17. Easements.
    (a) Encroachment Easement -- If any portion of the Common Elements or Limited Common Elements encroaches upon any unit, or vice versa, as a result of (a) the duly authorized reconstruction or repair of the building, or (b) the settling or shifting of the building, then a valid easement for such encroachment and for its maintenance exists so long as the building stands. The actual, existing physical boundaries of a unit as constructed, or as reconstructed in conformity with the Condominium Plat, shall be its boundaries regardless of minor variations between such boundaries and the depiction of the unit on the Condominium Plat.
    (b) Easement for Maintenance and Repairs -- The Association, or any designated agent thereof, upon reasonable notice to the owner, may enter a unit and any area designated as a limited common element to maintain or repair any portion or item of the common elements. Any damage caused to the unit or limited common elements during such activity shall be promptly repaired at the Association's expense and any such activity shall be undertaken with the least practical disturbance to the owner's use and enjoyment of his unit and limited common elements.
    (c) Easement for Utilities -- Certain of the utility installations on the property which serve both of the units are located within a single unit, or within a limited common element designated for exclusive use by one of the units. Regardless of such location, there is hereby granted to the other unit owner an easement for access to any such utility installation for purposes including, but not limited to, meter reading, inspection, maintenance, repair and replacement.
    (d) Easement for Mechanicals, Plumbing, Wiring and Utilities -- Each unit owner, upon reasonable notice to the other unit owner, may enter the other's unit strictly for the purpose of gaining access to and maintaining, repairing or replacing mechanical and plumbing equipment where access cannot reasonably be gained by another means, or where an emergency (such as a water leak) requires access through the other unit as the most expedient means to prevent damage to either unit or the common elements. A unit owner gaining access to the other unit pursuant to the right granted in this paragraph shall promptly undertake repairs to, and pay for, all damage caused by such entry and repairs, unless such entry or repairs were necessitated, in whole or in part, by an effort to preserve the common elements, in which case the damage shall be paid for by the Association.

18. Vehicular Access and Easement for Access. Where the driveway serving the property meets the public road right-of-way at the west boundary line of the property, such portion of the driveway is within an area defined as part of the common elements. Each unit owner shall have equal usage of this area for access to his unit. Such common portion of the driveway shall be used exclusively for ingress and egress and no unit owner, nor any guest or invitee of a unit owner, shall be entitled to park or place any vehicle or other object within such area.

Storage of any vehicle or object on any portion of the driveway, whether within the common elements or limited common elements, is prohibited. Long-term parking (more than 3 consecutive days) of any vehicle, boat, trailer, motor home or other similar object on a driveway is prohibited except each unit owner shall be permitted long-term parking of a single passenger car or light truck on the paved surface of the driveway adjacent to his garage. No parking of any vehicle, trailer, boat, motor home or similar object shall be allowed under any circumstance on any unpaved area, regardless of the fact that such unpaved area may be entirely within the limited common elements for a unit.

19. Interpretation of Declaration; Arbitration. If there is any inconsistency or conflict between this declaration and the Association's bylaws, rules or regulations, this declaration shall control. If any controversy arises regarding the interpretation of this declaration or if there is any other controversy between unit owners regarding the Property or the condominium, as a prerequisite to litigation, the controversy shall be submitted to binding arbitration under the laws of the State of Wisconsin. Any fees or expenses paid to the arbitrator(s) shall be the responsibility of the losing party, but each party to the arbitration shall bear their own attorney fees and other expenses regardless of who prevails. All arbitration proceedings shall be conducted within Waukesha County, Wisconsin.

20. Pets. No animals, livestock or poultry of any kind shall be raised, bred or kept on the Property except that the occupant of each unit may keep one dog or up to two cats. At no point may the dog exceed 50 pounds in size. The unit owners may also keep other small household pets such as fish or birds. No pet shall be kept, bred or maintained for any commercial purpose. Any pet permitted hereunder shall be housed inside the owner's unit and, when outdoors, shall be kept on a leash or similar device so that the pet is not allowed into the limited common elements or unit of the owner of the other unit. All pet excrement shall be immediately removed from the Property by the owner of the pet, regardless of the fact that it may be located within the limited common elements associated with such owner's unit.

Executed at Brookfield, Wisconsin this 24th day of March, 2003.

Jerome J. Murphy

Cecile A. Murphy

Acknowledgement

State of Wisconsin)
Waukesha County)

This instrument was executed and acknowledged before me this 24th day of March, 2003 by the declarants, Jerome J. Murphy and Cecile A. Murphy, who are personally known to me.

Jeffrey P Patt
(Signature of Notary)

Jeffrey P. Patterson
(Print name of Notary)

Notary Public, Waukesha County, Wisconsin

My commission ~~expires~~: is permanent.

This instrument was drafted by and should be returned to:
Jeffrey P. Patterson
W295 S7846 High Cross Drive
Mukwonago, WI 53149
(262) 363-1722

002512 APR-28

CONDOMINIUM PLAT OF SURVEY
WOODED HAVEN CONDOMINIUM
CITY OF DELAFIELD, WAUKESHA COUNTY, WISCONSIN

ADDRESSES: 124 & 126 N. LAPHAM PEAK ROAD

Legal Description
All that part of the Northeast ¼ of Section 20, Township 7 North, Range 18 East, in the City of Delafield, Waukesha County, Wisconsin, bounded and described as follows: Commence at the Southwest corner of the Southwest ¼ of the Northeast ¼ of Section 20, Township 7 North, Range 18 East; thence North on the ¼ section line 328.1 feet to the place of beginning of the property herein described; thence North on the ¼ section line 300 feet to a point, thence East and parallel to the South line of the Southwest ¼ of the Northeast ¼ of Section 20, Township 7 North, Range 18 East, 290.4 feet to a point, thence South and parallel to the West line of the above mentioned ¼ section line 300 feet to a point, thence West and parallel to the South line of the aforementioned ¼ section 290.4 feet to the place of beginning of the property herein described.

Excepting therefrom that parcel conveyed by Warranty Deed dated March 25, 1952 from Clarence J. Cather and Vera M. Cather, his wife, as his wife, and in her own right, to John E. Cather and/or Dorothy T. Cather or survivor, recorded in Volume 570 of Deeds, page 252 in Waukesha County Register of Deeds Office as Document No. 363865, which parcel is further described as follows: Commencing at the Southwest ¼ of the Northeast ¼ of Section 20, Township 7 North, Range 18 East, Town of Delafield, Waukesha County, Wisconsin; thence North on the ¼ line 328.1 feet to the place of beginning of the parcel herein described; thence North on the ¼ section line 150 feet to a point; thence East and parallel to the South line of said Southwest ¼ of the Northeast ¼ of Section 20, 290.4 feet to a point; thence South and parallel to the West line of the above mentioned ¼ section line, 150 feet to a point; thence West and parallel to the South line of said ¼ section, 290.4 feet to the place of beginning

NOTE: Easement to Milwaukee Electric Railway and Light Company (Document No. 222454) is general in nature and cannot be depicted on this survey.

REFERENCE BEARING: Bearings are referenced to the West line of the NE 1/4 of Section 20, T7N, R18E, which has a described bearing of N 00°03'08" W (Per Wisconsin State Plane Coordinate System, South Zone NAD 1927)

NOTE: Iron pipes were not placed as a part of this survey.

CERTIFICATE OF SURVEYOR: I, John P. Stigler, a registered land surveyor, authorized to practice that profession in the State of Wisconsin, do hereby certify that there is shown in the foregoing condominium Plat of Survey for the WOODED HAVEN CONDOMINIUM 124 and 126 N. LAPHAM PEAK ROAD a correct representation of the condominium described in the Declaration. The identification and location of each unit and the common elements either as constructed or proposed can be determined from the Plat of Survey and the other documents and drawings attached.

John P. Stigler

JOHN P. STIGLER – Wis. Reg. No. S – 1520
Dated this 28th day of February ,2003

STATE OF WISCONSIN
COUNTY OF WAUKESHA } ss

The above certificate subscribed and sworn to me this 28th day of February ,2003

Mary K. Coorey

MARY K. COOREY – NOTARY PUBLIC
My commission expires August 25, 2003

N
W E
S

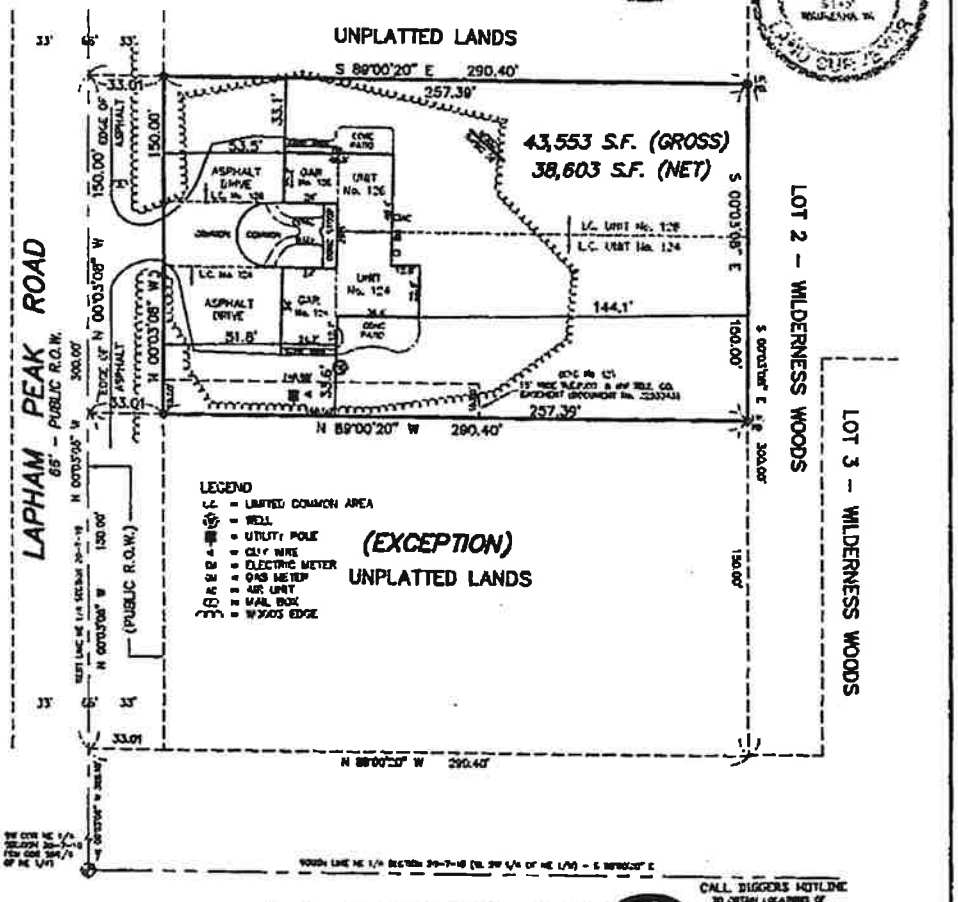
SCALE 1" = 40'

GRAPHIC SCALE

(IN FEET)
1 inch = 40 ft.

NOTARY PUBLIC MARY K. COOREY STATE OF WISCONSIN

JOHN P. STIGLER S-1520 WAUKESHA, WI



"THE INFORMATION SHOWN ON THIS DRAWING CONCERNING TYPE AND LOCATION OF UNDERGROUND UTILITIES IS NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. THE CONTRACTOR IS RESPONSIBLE FOR MAKING HIS OWN DETERMINATIONS AS TO THE TYPE AND LOCATION OF UNDERGROUND UTILITIES AS MAY BE NECESSARY TO AVOID DAMAGE THERETO."

CALL DIGGERS HOTLINE
TO OBTAIN LOCATIONS OF PARTICIPANTS UNDERGROUND FACILITIES BEFORE YOU DIG IN WISCONSIN
1-800-242-8511(TOLL FREE)
WIS STATUTE 182.0175(1974) REQUIRES MIN. 3 WORK DAYS NOTICE BEFORE YOU EXCAVATE
MILW. AREA 259-1181

Cad\projects\96.329\dwg\96.329

INSTRUMENT DRAFTED BY Kenneth L. Thorson

File No. DELAFIELD 411
PAGE 1 OF 1 PAGES

TABLE OF CONTENTS -
BYLAWS OF
WOODED HAVEN CONDOMINIUM ASSOCIATION

	Page
Article I	
Purposes	15
Article II	
Office and Address	15
Article III	
Association of Unit Owners	15, 16
Article IV	
Type of Entity; Delegation to Board	16, 17
Article V	
Assessments	17, 18
Article VI	
Rules and Regulations	18, 19
Article VII	
Amendments	19
Article VIII	
Borrowing; Conveyances	19

BYLAWS
OF
WOODED HAVEN CONDOMINIUM ASSOCIATION

ARTICLE I

Purposes

The purposes for which this Association is organized and shall be operated are:

1. To serve as an association of unit owners under the Wisconsin Condominium Ownership Act ("hereafter "the Act").
2. To provide a means for the unit owners to collectively manage and control the condominium.
3. To engage in any lawful activity in furtherance of the above purposes and for no other purpose.

ARTICLE II

Office and Address

The principal office of the Association shall be at 124 N. Lapham Peak Road, Delafield, Wisconsin, which is also the mailing address of the Association. These are subject to amendment from time to time by the Board of Directors.

ARTICLE III

Association of Unit Owners

1. Members and voting. The Association shall have one class of voting membership. The members shall be all persons or entities having an ownership interest in a unit. There shall be one vote for each unit regardless of the number of persons or entities holding an ownership interest in the unit. The person entitled to vote at a meeting of unit owners shall be chosen by and from among the unit owners of that unit in whatever method they determine to be satisfactory. The name of such person shall be delivered to the Association in a letter signed by all owners of such unit. Such person shall also be entitled to issue written consents to action by the Association on behalf of all owners of such unit.
2. Roster of names. The Association shall maintain a current roster of names and addresses of every unit owner. Each unit owner is required to submit in writing his name and address to the Association for this purpose. Notice of meetings of the Association shall be sent to each person who is a unit owner at such time and who has supplied his name and address to the Association. A person who has not, in writing, supplied his name and address to the

Association is not entitled to such notice and shall have no cause to complain of actions taken by the Association without notice to him.

3. Meetings and notice. Meetings of the Association shall be held annually in October on a date set by the Board of Directors. Other meetings may be set by the Board at its discretion. Notice of such meetings shall be mailed (or delivered if the unit owner's address of record is at the condominium) at least 10, but not more than 45, days before the date of the meeting. It is expected that any necessary emergency action can be obtained by procuring the written consent of the two unit owners entitled to vote.
4. Written consent. Notwithstanding the foregoing, any and all actions of the Association, including such that might usually be taken at an annual or other meeting, may be taken without a meeting if all persons entitled to vote for a unit have given their written consent. All such consents shall be retained in the Association's records.
5. Quorum. Due to the special circumstance created by a two-unit condominium, no quorum at any meeting shall be deemed to exist unless the voting members from each unit are present in person or by proxy. Such voting member may issue a written proxy to another member from the same unit and such person designated by proxy must be present, with such written proxy in his or her possession, to count toward a quorum.
6. Vote or consent required. No action of the Association shall be deemed approved unless it has received the vote or written consent of the member from each unit entitled to vote.
7. Duties at meetings. In odd-numbered years the unit owner entitled to vote for Unit 124 shall preside, and the unit owner entitled to vote for Unit 126 shall take minutes and count votes, at all meetings of the Association. In even-numbered years, these roles shall be reversed.

ARTICLE IV

Type of Entity; Delegation to Board of Directors

The association shall be unincorporated. The duties and powers of the association may be delegated by the members to a Board of Directors (hereafter "the Board"). The Board shall have all powers necessary or required to manage and control the condominium to the extent permitted under law and under the Declaration of Condominium and these bylaws.

The manner of selection and removal of directors shall be:

1. Members. There shall be two members of the Board, one from each unit in the Condominium. A director shall be chosen by and from among the unit owners of that unit in whatever method they determine to be satisfactory. The name of such person shall be delivered to the Association in a letter signed by all unit owners.

2. Terms. A director shall serve as long as he continues as an owner of a unit and as long as he continues to be the choice of the other owners of that unit. There shall be no predetermined periods of membership on the Board.
3. Meetings. The Board shall meet at least quarterly. Special meetings may be called by either director. Since no action of the Board shall be considered to have been approved without the affirmative vote or written consent of both directors, the directors shall be free to agree upon the notice required for, and the time and place of, any meeting.
4. Telephone meetings. The Board may conduct its meetings via telephone or similar communication equipment if all persons participating in such meeting have the capability to hear and talk to all other persons in the meeting at all times during the meeting.
5. Vote or consent required. No action of the Board shall be deemed taken or approved unless it has received the vote or written consent of both members. In the event of a deadlock, either director may, on behalf of the Association, submit such dispute to binding arbitration according to the laws of the State of Wisconsin. All disputes of the directors shall be submitted to binding arbitration as opposed to being litigated.
6. No compensation. The directors shall not be entitled to compensation for their services as directors. This shall not prohibit the Board from voting to compensate a unit owner for services provided to the Association where such unit owner happens to be a director. All such compensation shall be at no greater than fair market value.

ARTICLE V

Assessments

1. Fiscal Year. The fiscal year of the Association shall commence on January 1 of each year (except that the first fiscal year shall commence upon the recording of the Declaration) and terminate on December 31 of such year.
2. Preparation of Budget. Each year, no later than November 15th, the Board shall adopt a budget for the next fiscal year which shall provide for an operating fund and a reserve fund. One purpose of the requirement that a meeting of unit owners be held each October is to permit unit owners to provide input to the Board regarding the upcoming budget. Upon completion of the budget the Board shall mail a copy to each unit owner along with a statement of each unit's financial obligation toward such budget, including the amount and due dates of payments. Such mailing shall also include a statement of the Association's current assets and liabilities and expenditures year-to-date.
3. Funds. The operating fund shall be used for the payment of Common Expenses of the condominium such as insurance on the building and repetitive maintenance items on the common elements and any limited common elements where the unit owners have agreed to a common plan of

maintenance. The reserve fund shall be for working capital, emergency expenditures and long-term (required less than once per year) maintenance items.

4. Special Assessments. The Board may, at any time, elect to make a special assessment against the units to pay any current or anticipated deficiency in the operating or reserve fund. Upon the adoption of such an assessment, the Board shall mail a notice thereof to each unit owner which shall designate the amount of such assessment and the due date(s) of payment.
5. Default in Payment; Penalty, Lien, Foreclosure. If any payment owed to the Association by the owner(s) of a unit is not paid in full within 15 days of its due date such unit shall owe an additional $25 late fee to the Association. The Board shall have the right and the duty to recover all payments owed from a unit, including all costs of collection, and may proceed directly against the defaulting unit owner(s) or through lien proceedings granted under Wisconsin Statutes §703.16. The foregoing requirements regarding arbitration of disputes and votes and consent of both directors shall not apply if the director representing a unit in default of payment fails, refuses or neglects to take any action necessary to collection unpaid monies. In this circumstance the director representing the other unit, so long as such other unit is not in default of payment, may alone in the name of the Board, and without the vote or consent of the "defaulting" director, take any legal action to collect the unpaid monies.
6. Books and Accounts. In odd-numbered years the books and accounts of the Association shall be kept and maintained by the director representing Unit 124. In even-numbered years the books and accounts shall be kept and maintained by the director representing Unit 126. The director having charge of the books shall make them available for examination by any unit owner or mortgage holder requesting to review them. Upon no less than 8 hours notice, the books shall be made available during the period of 9:00 a.m. to 5:00 p.m. at the unit which the director is an owner of.

ARTICLE VI

Rules and Regulations

1. Board's Powers. The Board may enact Rules and Regulations governing the use, repair and maintenance of the Units and Common Elements (including Limited Common Elements) so long as these are not inconsistent with the Declaration or these bylaws. The Board may elect, but is not required to retain a manager for the condominium. Any new rule or regulation shall be described in writing by the Board and sent by mail to the address of each unit owner who has supplied his name and address to the Board. The new rule shall not become effective until the first day of the second month after the month in which such notices were mailed. Thus, for example, if the Board adopts a new rule at its meeting in November and mails notices of such rule in December, the rule would not be effective until February 1st of the following year.

2. Enforcement. The Board may enforce its rules in any legal manner it deems satisfactory. The Board is hereby empowered to assess fines for violations of rules. Such fines may be assessed per incident or as a continuing fine for each day a violation continues. Unit owners are responsible for the actions of their guests and invitees and may be fined for actions of such persons. Any continuing fine assessed shall become effective no earlier than the day after written notice of the nature of the violation and the fine for such violation has been posted on the front door of the "offending" unit. For all purposes of collection, a fine shall be treated as a special assessment.
3. No Waiver. No failure of the Board to enforce the bylaws or any rules or regulations adopted thereunder shall be considered a waiver of the right to enforce, nor a waiver of any rule or regulation.

ARTICLE VII

Amendments

1. Amendments. These bylaws may be altered, amended, repealed and new bylaws adopted with the vote or written consent of both unit owners entitled to vote on behalf of the units.

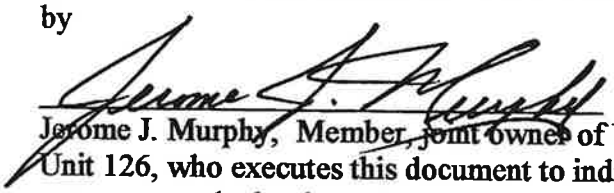
ARTICLE VIII

Borrowing; Conveyances

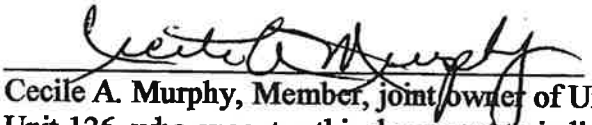
1. Approval required. The affirmative vote or written consent of all members entitled to vote on behalf of a unit shall be required for the Association to borrow funds, acquire real estate or convey real estate.
2. Signatories. Any document which purports to create a debt, pledge collateral, acquire real estate or convey real estate on behalf of the Association shall be executed by both members entitled to vote on behalf of the units to be valid.

The Association has caused these bylaws to be executed this 24th day of March, 2003.

WOODED HAVEN CONDOMINIUM ASSOCIATION,
by



Jerome J. Murphy, Member, joint owner of Unit 124 and Unit 126, who executes this document to indicate his consent to and adoption of these bylaws.



Cecile A. Murphy, Member, joint owner of Unit 124 and Unit 126, who executes this document to indicate her consent to and adoption of these bylaws

ANNUAL OPERATING BUDGET
FOR
WOODED HAVEN CONDOMINIUM

NOTE: Wooded Haven Condominium and Wooded Haven Condominium Association were newly established in the month of April, 2003. This budget is based upon estimates. Since there is little history of maintenance or expenditures as a condominium on which to base these estimates, the prospective purchaser is advised to apply his or her own experience, or to consult with experts, regarding expenditures which are likely to be needed for this type of property.

The Declaration of Condominium has placed the responsibility for maintenance of the limited common elements on the owner of the unit with which such limited common elements are associated. Responsibility for items such as lawn and garden maintenance, snow removal and leaf removal is placed on the unit owner, not on the Association, except for a small area on the west side of the building where portions of the driveway, yard and porch are considered common elements. Unit owners may elect to jointly procure and pay for maintenance of all or portions of the limited common elements, but no unit owner is required to agree to this. The intent of such provisions is to allow unit owners to individually control the method of maintaining the yard areas adjacent to their units so long as such maintenance is performed in keeping with a first-class residential property. Unlike larger condominiums, where management companies often procure most exterior maintenance, owners of these units will need to actively participate in maintenance unless the Association elects to hire a manager.

Each unit in the condominium is responsible to pay an equal share of the common expenses.

Expenses (annualized):

- Property, casualty, liability insurance related to common elements: $ 630.00 =
- Dues for maintenance of yard/driveway Located in Common Elements $ 550 -
  718.80 = SEWER
- Contribution to reserve fund for long term maintenance and repair of Common Elements (Primarily exterior repairs to and maintenance of the building) $ 500 -

Total annual expenditures: $ 2399 -

Dues per unit, per month: $ 100 - (Total annual expenditures x 1/24th)