48

DISCLOSURE MATERIALS (INCLUDING DECLARATION OF CONDOMINIUM) MADE PURSUANT TO CHAPTER 703 WISCONSIN STATUTES

IN RE:
405-407 CENTURY OAK CONDOMINIUMS,
A CONDOMINIUM,
in the CITY of WAUKESHA, WAUKESHA COUNTY, WISCONSIN

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RETURN TO:
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Legal: LOT 112, IN OAKMONT ADDITION NO. 2, TOGETHER WITH AN EQUAL UNDIVIDED FRACTIONAL INTEREST IN OUTLOTS 2 AND 3 OF SAID OAKMONT SUBDIVISION, AND A 1/70TH UNDIVIDABLE FRACTIONAL OWNERSHIP IN OUTLOTS 1, 2, AND 3 OF "WELSH OAKS" SUBDIVISION, BEING A PART OF THE NORTHEAST ¼ AND THE SOUTHEAST ¼ of the SOUTHWEST ¼ OF SECTION 31, IN TOWNSHIP 7 NORTH, RANGE 19 EAST IN THE CITY OF WAUKESHA, COUNTY OF WAUKESHA, STATE OF WISCONSIN

PIN: wakc 987-117

DISCLOSURE MATERIALS MADE
PURSUANT TO
CHAPTER 703 WISCONSIN STATUTES
405-407 CENTURY OAK CONDOMINIUMS, A CONDOMINIUM,
in the CITY of WAUKESHA, WAUKESHA COUNTY, WISCONSIN

PLEASE NOTE:

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, 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

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

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 4.

2. Declaration: The Declaration establishes and describes the condominium, the units, and the common areas. The Declaration begins on page 11.

3. Formation of the Association: The operation of a condominium is governed by a condominium unit owners association (the "Association") of which each unit owner is a member. Powers, duties, and operation of the association are specified in the Declaration. The name of the Association shall be the 405-407 Century Oak Condominiums Unit Owners Association, LLC, a Wisconsin limited liability company. See Exhibit III of the Disclosure Materials.

4. Operation of Meetings of the Association: The operation of the Association is governed by a Members Agreement. See Exhibit IV of the Disclosure Materials. Unless otherwise adopted by the Association, meetings of the Association shall be governed by Roberts Rules of Order.

5. Administrative Rules and Regulations: At the time of the adoption of the Declarations, there are no Administrative Rules and Regulations governing the condominium or affect the rights and responsibilities of unit owners. The Association may in the future adopt such Administrative Rules and Regulations.

6. Management Contracts: Certain services may be provided to the condominium through contracts with individuals or private firms. Copies of all such contracts may be obtained from the Association.

7. Annual Operating and Capital Budgets: The Association incurs expenses for the operation and capital upkeep and improvement of the condominium that are assessed to the unit owners. The operation and capital upkeep and improvement budgets are an estimate of those charges to the individual unit owners that are in addition to mortgage, individual insurance, utility, and similar payments. The annual operating and capital upkeep and improvement budgets are available from the Association.

8. Leases: Units of this condominium are not sold subject to any leases of property or facilities that are not a part of the condominium.

9. Expansion Plans: This is a non-expandable condominium.

10. Condominium Plat: A condominium plat map has been concurrently recorded with the Declaration in the office of the Waukesha County Register of Deeds (which shows the location of the unit you are considering and all facilities and common areas which are part of the condominium). A copy of the condominium plat is attached to the Declaration as Exhibit I.

405-407 CENTURY OAK CONDOMINIUMS, A CONDOMINIUM,
in the CITY of WAUKESHA, WAUKESHA COUNTY, WISCONSIN

EXECUTIVE SUMMARY

This Executive Summary highlights for a buyer of condominium Unit essential information regarding the Condominium. Because the Executive Summary is just that, an Executive Summary, it cannot be relied upon as complete, correct or binding. For a complete, correct and binding understanding of your rights and obligations as a buyer of a Condominium Unit with respect to the enumerated items in the Executive Summary, you are directed to the disclosure documents to which a particular Executive Summary statement pertains.

1. Condominium Identification: The name of the condominium is 405-407 Century Oak Condominiums, A Condominium. The individual address assigned to each unit is specified in the Declaration.

2. Expansion Plans: This is a nonexpendable condominium.

3. Governance: The condominium is governed by the 405-407 Century Oak Condominiums Unit Owners Association, LLC, a Wisconsin limited liability company. The Unit Owners are the members of the Association. See Exhibit III, Articles of Organization, and Exhibit IV, Members Agreement.

4. Special Amenities: There are no special (either off site or additional cost) amenities associated with the Condominium.

5. Maintenance and Repair of Units: Each Unit Owner is responsible for maintaining, repairing and replacing all improvements comprising the Unit as defined in the Declaration and any and all limited common elements associated with that Unit.

6. Maintenance, Repair and Replacement of Common Elements: Each Unit Owner is responsible for maintaining all limited common elements associated with the Unit. The Association is generally responsible for the maintenance, repair and replacement of the common elements exclusive of the limited common elements associated with a Unit. Routine repairs and replacement of the common elements exclusive of the limited common elements associated with a Unit will be funded from Unit Owners' assessments. Extraordinary repairs and replacements of the common elements exclusive of the limited common elements associated with a Unit will be funded from reserve funds to the extent such funds are available; otherwise they shall be funded from Unit owners' assessments.

7. Rental of Units: All Units are to be owner occupied unless leased in conformity with the leasing restrictions as set forth in Section 6.02 of the Declaration.

8. Alteration of Units: Unit owners may alter their Units as long as they do not impair the structural soundness or integrity of the building or change the exterior appearance of the Unit. Any

changes or additions to the exterior of a Unit shall require prior written approval of the Association.

9. Parking: Parking for each Unit is in the attached Unit garage and driveway limited common element.

10. Pets: The right to maintain pets may be limited by rules adopted by the Association.

11. Reserves: The Association shall maintain a reserve account. The reserve account is not a statutory reserve account (Section 703.163 of the Wisconsin Statutes).

12. Amendments: The Declaration may be amended. Such amendments shall require unanimous vote/consent of the Unit Owners.

405-407 CENTURY OAK CONDOMINIUMS, A CONDOMINIM,
in the CITY of WAUKESHA, WAUKESHA COUNTY, WISCONSIN

DECLARATION OF CONDOMINIUM

TABLE OF CONTENTS

ITEM		PAGE
ARTICLE I	DECLARATION AND STATEMENT OF PURPOSE	11
ARTICLE II	LEGAL DESCRIPTION, NAME/ADDRESS, RESTRICTIONS AND DEFINITIONS	11
	2.01 Name/Address	11
	2.02 Legal Description	11
	2.03 Covenants, Conditions, Restrictions and Easements	12
	2.04 Definitions	12
ARTICLE III	UNITS	12
	3.01 Definition	12
	3.02 Description/Boundaries of Unit	12
	3.03 Improvements and Alterations to Unit	13
	3.04 Common Ingress/Egress Between Adjoining Units; Removal of Common Wall	14
	3.05 Relocation of Unit Boundaries, Merger of Units, Separation of Merged Units	14
	3.06 Identification	14
ARTICLE IV	COMMON ELEMENTS	15
	4.01 Definition	15

	4.02	Description	15
	4.03	Use	15
	4.04	Ownership/Conveyance	15

ARTICLE V	LIMITED COMMON ELEMENTS		15
	5.01	Definition	15
	5.02	Description	15
	5.03	Use	15
	5.04	Improvements to Limited Common Elements	16
ARTICLE VI	USES		16
	6.01	Residential Purposes Only	16
	6.02	Leasing of Units	17
	6.03	Sign Restriction	18
	6.04	Animal Restriction	18
ARTICLE VII	UNIT OWNER		18
ARTICLE VIII	ASSOCIATION		18
	8.01	Definition	18
	8.02	Membership	18
	8.03	Voting Rights	19
	8.04	Board of Directors	19
	8.05	Division of Common Expenses	19
ARTICLE IX	REPAIRS AND MAINTENANCE		19
	9.01	Units	19

9.02	Limited Common Elements	20
9.03	Common Elements	20
9.04	Entry by Association	20
9.05	Damage Caused by Unit Owners	20

ARTICLE X	INSURANCE	21
10.01	Fire and Extended Loss Insurance for Common Elements and Units	21
10.02	Public Liability Insurance	21
10.03	Fidelity Insurance	21
10.04	Unit Owners Insurance	21
10.05	Administration	22
10.06	Mutual Waiver of Subrogation	22
10.07	Disbursement	22
10.08	Commencement	22
ARTICLE XI	RECONSTRUCTION, REPAIR OR SAVE IN THE EVENT OF DAMAGE OR DESTRUCTION	22
11.01	Determination to Reconstruct or Repair	22
11.02	Plans and Specifications	23
11.03	Responsibility for Repair	23
11.04	Insurance Proceeds and Construction Fund	23
11.05	Assessment for Deficiencies	23
11.06	Surplus in Construction Funds	23
	EMINENT DOMAIN	23

ARTICLE XII	EMINENT DOMAIN	
	12.01 Allocation of Award	23
	12.02 Determination to Reconstruct Common Elements	24
	12.03 Plans and Specifications for Common Elements	24
	12.04 Assessment for Deficiencies	24

	12.05 Surplus in Construction Fund	24
ARTICLE XIII	COMMON EXPENSES/GENERAL AND SPECIAL ASSESSMENTS	24
	13.01 Common Expenses	25
	13.02 General Assessments	24
	13.03 Special Assessments	25
	13.04 Payment of General and Special Assessments by Automatic Withdrawal	25
	13.05 Common Surpluses	25
	13.06 Certificate of Status	25
	13.07 Enforcement	25
	13.08 Suspension of Voting Rights	25
	13.09 Unit Sale	26
	13.10 Lien for Non-Payment	26
	13.11 Foreclosure	26
	13.12 Reserve Fund	26
ARTICLE XIV	POWERS OF DECLARANT	26
ARTICLE XV	RIGHT TO EXPAND	26
ARTICLE XVI	AMENDMENTS	27
ARTICLE XVII	NOTICES	27

	17.01 Notices to Resident Agent	27
	17.02 Notices to Unit Owners	27
	17.03 Notices to Mortgagees/Land Contract Vendor	27
ARTICLE XVIII	REMEDIES	28
ARTICLE XIX	EASEMENTS	28

ARTICLE XX	GENERAL	29
	20.01 Utilities	29
	20.02 Encroachments	29
	20.03 Nuisance	29
	20.04 Invalidity of a Provision	29
	20.05 Conflict in Condominium Documents	30
	20.06 Warranties	30
	20.07 No Right of First Refusal	30
EXHIBIT I	CONDOMINIUM PLAT	
EXHIBIT II	Prior Easements, Covenants and Restrictions of Record	
EXHIBIT III	Articles of Organization	
EXHIBIT IV	Members Agreement	

DECLARATION OF CONDOMINIUM OF
405-407 CENTURY OAK CONDOMINIUMS, A CONDOMINIUM,
in the CITY of WAUKESHA,
WAUKESHA COUNTY, WISCONSIN

This Declaration is made under and pursuant to the Condominium Ownership Act of the State of Wisconsin (hereinafter "Act") as found in Chapter 703, Wisconsin Statutes (2023-2024) as amended.

ARTICLE I

DECLARATION AND STATEMENT OF PURPOSE

Pursuant to and under Chapter 703, Wisconsin Statutes (2023-2024), as amended, Andrew C. Agenten and Kristin M. Agenten, husband and wife, the owners of LOT 112, IN OAKMONT ADDITION NO. 2, TOGETHER WITH AN EQUAL UNDIVIDED FRACTIONAL INTEREST IN OUTLOTS 2 AND 3 OF SAID OAKMONT SUBDIVISION, AND A 1/70TH UNDIVIDABLE FRACTIONAL OWNERSHIP IN OUTLOTS 1, 2, AND 3 OF "WELSH OAKS" SUBDIVISION, BEING A PART OF THE NORTHEAST ¼ AND THE SOUTHEAST ¼ of the SOUTHWEST ¼ OF SECTION 31, IN TOWNSHIP 7 NORTH, RANGE 19 EAST IN THE CITY OF WAUKESHA, COUNTY OF WAUKESHA, STATE OF WISCONSIN, the "real estate" hereby subjects the real estate to Chapter 703, Wisconsin Statutes (2023-2024), as amended, and to this Declaration of Condominium for 405-407 Century Oak Condominiums, A Condominium. All of the provisions contained herein shall be deemed to run with the land and shall constitute benefits and burdens to the Unit Owners and to their respective successors in interest.

ARTICLE II

LEGAL DESCRIPTION,
NAME/ADDRESS, RESTRICTIONS AND
DEFINITIONS

2.01 Name/Address. The name of the Condominium is the "405-407 Century Oak Condominiums, A Condominium". Unit 1 has a street address of 407 Century Oak Drive, Waukesha WI and Unit 2 has a street address of 405 Century Oak Drive, Waukesha WI, both in the City of Waukesha, Waukesha County, Wisconsin.

2.02 Legal Description. The real estate subject to this Declaration is owned by the Declarant, Andrew GD. Agenten and Kristin M. Agenten, husband and wife and is LOT 112, IN OAKMONT ADDITION NO. 2, TOGETHER WITH AN EQUAL UNDIVIDED FRACTIONAL INTEREST IN OUTLOTS 2 AND 3 OF SAID OAKMONT SUBDIVISION, AND A 1/70TH UNDIVIDABLE FRACTIONAL OWNERSHIP IN OUTLOTS 1, 2, AND 3 OF "WELSH OAKS" SUBDIVISION, BEING A PART OF THE NORTHEAST ¼ AND THE SOUTHEAST ¼ of the SOUTHWEST ¼ OF SECTION 31, IN TOWNSHIP 7 NORTH, RANGE 19 EAST IN THE CITY OF WAUKESHA, COUNTY OF WAUKESHA, STATE OF WISCONSIN Every deed, lease, mortgage or other instrument may legally describe a Unit by its Unit number, and such description shall be good and

sufficient for all purposes as defined in the Act. The residential building built on the real estate described above contains one (1) duplex building with a total of two (2) Units.

2.03 Covenants, Conditions, Restrictions and Easements. On the date this Declaration is recorded, this Condominium shall be subject to:

(1) General taxes not yet due and payable;

(2) Easements and rights in favor of gas, electric, telephone, water, cable and other utilities;

(3) All other easements, covenants, and restrictions of record of the Plat of Oakmont Addition No. 2. See Exhibit II Prior Easements, Covenants and Restrictions of Record.

(4) All municipal, zoning and building ordinances;

(5) All other government laws and regulations applicable to the Condominium; and

(6) All mortgages of record.

2.04 Definition. Except as modified herein, the definitions contained in the Act shall govern in the interpretation of this Declaration.

ARTICLE III

UNITS

3.01 Definition. "Unit" shall mean that part of the Condominium as hereinafter described intended for independent living use, including any attached garage, as shown on the Condominium Plat, including one or more cubicles of air at one or more levels of space or one or more rooms of enclosed spaces located on one or more floors (or parts thereof), in a building which may have more than one

Unit, hereinafter sometimes referred to as a "Building".

3.02 Description/Boundaries of Unit. A Unit in the Condominium shall include:

(1) One or more contiguous or non-contiguous cubicles of air (including attached garage area), including the perpetual right of ingress and egress thereto. The lateral boundaries of the cubicles shall be the interior face of studs of the exterior walls, the interior face of the basement walls, and the interior face of the studs of any common walls between the Units. The upper boundary of each Unit shall be the interior face of the roof joists covering the Unit. The lower boundary of each Unit shall be the upper horizontal plane of basement slab.

(2) Any and all appliances and other fixtures contained in the Unit, which items may include, but not be limited to, refrigerator, dishwasher, disposal, laundry equipment including dryer ducting, range, range hoods, intake and exhaust fans, compactor, cabinets, carpeting, floor covering, wall coverings, electric baseboard heaters, electric wall heaters, furnaces including ducts, radiators including piping, controls for heating system, air conditioning

equipment including any external components and including ducts, humidifier and dehumidifier systems, controls for air conditioning systems, and security systems.

(3) All amenities attached to the Unit (to serve that specific Unit only) by the prime contractor or subcontractor, or subsequently attached thereto by the Unit Owner or at his or her direction together with any improvements or alterations thereto, although said items may be outside the defined cubicle of air, and shall include but are not limited to the following:

(a) All drywall;

(b) All doors, windows and glass, if any, their casements, and all of their opening, closing, and locking mechanisms and hardware;

(c) All wall and ceiling mounted electrical fixtures and recessed junction boxes serving them and all floor, wall, baseboards or ceiling electrical outlets and switches and junction boxes serving them; and all internal wiring between the foregoing and the main fuse or breaker box;

(d) All cable including but not limited to telephone, fax, television, video, and audio computer, and internet cable and related inlets and outlets, together with all antennas, if any, to the Unit and the junction box serving it;

(e) All plumbing and natural gas fixtures and piping, valves and other connecting and controlling materials and devices lying between the fixtures and the main water, sewage lines and natural gas exterior connection (prior to any utility meter) at the lowest level of the Unit including, but not limited to, all utility meters, water heaters, water softeners, and water filters; and

(f) Any free standing or built in fireplace, including its chimney, serving the Unit.

(4) Specifically not included as part of the Unit are balconies and decks attached to one or more Units, driveways, steps, stoops and sidewalks leading to any Unit, which items shall be Limited Common Elements as set forth in the Condominium Plat or any amendment thereto. All utilities outside a unit, prior to being connected to any meter or connection box shall be a Limited Common Element if serving only one Unit, otherwise a Common Element. All utilities, including but not limited to air conditioning units, serving a Unit after being connected to a meter or connector box shall be part of the Unit.

(5) Electrical panels, electrical meters, water shut-offs, water meters, natural gas meters, and natural gas shut-offs providing electrical, water, or natural gas service to a Unit but located within another Unit are part of the Unit served. The Owner of the Unit in which the panel, shut-off or meter is located shall allow the Owner of the Unit served by said panel, shut-off or meter reasonable access for all necessary utility maintenance, repair, replacement and reading.

3.03 Improvements and Alterations to A Unit: A Unit owner may make improvements and alterations within its Unit; provided, however, that such improvements or alterations shall not impair the

structural soundness or integrity or lessen the structural support of any portion of the Condominium building, and does not impair any easement. A Unit owner may not change the dimensions of or the exterior appearance of a Unit or any portion of the Common Elements, including limited common elements except as expressly provided for herein, without obtaining the prior written approval of the Association (Association as defined in Section 8.01, which approval shall not be unreasonably withheld). To the extent required by law, any approved improvement or alteration that changes the exterior dimensions of a Unit must be evidenced by recording a modification to this Declaration and the Condominium Plat before it shall be effective and must comply with the then applicable legal requirements for such amendment or addendum. Furthermore, any approved improvements or alterations must be accomplished in accordance with applicable laws and regulations, must not unreasonably interfere with the use and enjoyment of the other Unit and the Common Elements, and must not be in violation of any underlying mortgage, land contract, or similar security interest. A copy of any required municipal building permit must be provided to the Association prior to the commencement of any construction.

3.04 Common Ingress/Egress Between Adjoining Units; Removal of Common Wall: The Unit Owner(s) of the adjoining Units, by mutual agreement, may construct so as to provide and maintain ingress and egress between said adjoining Units, either through a common wall, or by removing all or part of any common wall which separates said adjoining Units, provided that all construction is performed so as to: (i) not change the exterior appearance or outside dimensions of either of said adjoining Units, (ii) not remove, change or relocate any load bearing wall(s) or otherwise weaken the support structure of either of said adjoining Units, and (iii) not create a nuisance substantially affecting the use and enjoyment of other Unit or the Common Elements. In addition, notwithstanding any such interior changes made as herein provided, the adjoining Units shall remain as individual condominium Units for all purposes as herein defined including, but not limited to, voting, payment of required common expenses, condominium dues, fees and assessments. The creation of such

common ingress/egress or removal of common wall does not constitute a relocation of the boundaries of the Units or the merger of Units. A copy of any required municipal building permit must be provided to the Association prior to the commencement of any construction.

3.05 Relocation of Unit Boundaries. The owners of adjoining Units may relocate the boundaries between the adjoining Units. Any relocation must be evidenced by recording a modification to the Declaration and the Condominium Plat before it shall be effective. A copy of any required municipal building permit must be issued prior to the commencement of any construction. Notwithstanding any such interior changes made as herein provided, said Units shall remain as individual condominium Units for all purposes as herein defined including but not limited to, voting, payment of required common expenses, condominium dues, fees and assessments. The Units shall each retain one vote, but the ownership of the common elements and assessments shall be based upon the revised relative square footage of the revised Units.

3.06 Identification. Units shall be identified by Unit number as specified on the Condominium Plat of the Condominium. A copy of the Condominium Plat is attached hereto as Exhibit I.

ARTICLE IV

COMMON ELEMENTS

4.01 Definition. "Common Elements" shall mean all of the Condominium except the Units.

4.02 Description. The Common Elements shall include the land included in the real estate described above, any portion of the improvements to land included in the real estate described above which is not included in the definition of Unit, including but not limited to the land, the paved driveways, pedestrian walkways, if any, situated on the land, the, balconies and decks and their supports and all tangible personal property used in the operation, maintenance, and management of the Condominium.

4.03 Use. Except as otherwise provided herein, and subject to any Administrative Rules and Regulations adopted by the Association, the Common Elements shall be available for the use and enjoyment of or service to owners of all Units. The use of the Limited Common Elements shall be as provided in the following section.

4.04 Ownership/Conveyance: Subject to Section 3.05 above, there shall be appurtenant to the Units an undivided interest, 40% for Unit 1 and 60% for Unit 2, in the Common Elements. Any deed, mortgage, lease or other instrument purporting to convey, encumber, or lease any Unit shall be deemed to include the Unit owner's undivided percentage interest in the Common Elements as herein specified and in the insurance proceeds or condemnation awards even though such interest is not expressly described or referenced therein. Any conveyance, encumbrance, judicial sale or other transfer (voluntary or involuntary) of a Unit owner's interest in the Common Elements shall be void

unless the Unit to which it is attached is also transferred.

ARTICLE V

LIMITED COMMON ELEMENTS

5.01 Definition. "Limited Common Elements" shall mean those Common Elements identified in this Declaration and on the Condominium Plat as reserved for the exclusive use of the owners of one of the Units.

5.02 Description. The Limited Common Elements and the Unit to which their use is reserved are identified on the Condominium Plat and shall include the open space identified as limited common element, any patios and decks attached to a Unit, the adjacent stoop, walk, and the driveway section extending from the Unit to the main drive thoroughfare, and all parking spaces identified on the Condominium Plat as reserved for any Unit, if any, and any improvements thereto, including fencing, as permitted in Section 5.04 below, together with the shrub areas and garden bed areas adjacent to a unit.

5.03 Use. Except as otherwise provided herein or as may be regulated by the Association, pursuant to its Administrative Rules and Regulations, the manner of use of the Limited Common Elements shall be determined solely by the Unit owner or owners, as hereinafter defined, who have the exclusive use of such Limited Common Elements. Each Unit owner shall have the perpetual unrestricted right

of ingress and egress from his or her Unit over said Limited Common Elements associated with the Unit.

5.04 Improvements to and Maintenance, Repair and Replacement of Limited Common Elements. Subject to the provisions herein provided, a Unit owner may improve or expand the Limited Common Elements appurtenant exclusively to that owner's Unit if all of the following conditions are met:

(1) A statement describing the improvement, including a description of the project, the materials to be used, and the project's proposed impact on the appearance of the condominium, and identifying the project contractor is submitted to the Association.

(2) The improvements will not interfere with the use and enjoyment of the Unit of the other Unit Owners nor the Common Elements or Limited Common Elements of the Condominium.

(3) The improvement will not impair the structural integrity of the Condominium.

(4) Any change to the exterior appearance of the Condominium is granted prior written approved by the Association.

(5) All costs and expenses of the improvement and any increased costs of maintenance and repair of the Limited Common Elements resulting from the improvement are the obligation of the Unit Owner. The Unit Owner shall protect the Association and other Unit owners from

liens on property of the Association or of other Unit owners that otherwise might result from the improvement.

(6) A copy of the contractor's certificate of insurance together with any required building permit(s) must be provided to the Association prior the commencement of any construction.

The maintenance, repair and replacement of Limited Common Elements associated with a Unit shall be the sole obligation of the Unit Owner, including, unless ot3herwise agreed to by the Unit Owners, snow and ice removal from the driveway, stoop and sidewalks and mowing and weeding of the garden and shrub beds. **Unless otherwise agreed to by the Unit Owners, snow and ice removal from the adjacent public sidewalks per City Ordinance shall be the responsibility of the adjacent Unit Owner.**

ARTICLE VI

USES

6.01 Residential Purposes Only. The Units, Limited Common Elements, and Common Elements of the Condominium shall be used for residential purposes only, and shall not be used for any trade or business, whether for profit or not for profit, except for home occupations and professional offices when incidental to the residential user as defined and permitted in the zoning ordinances of the City of Waukesha. Each Unit shall be used for single-family purposes. The term "family", shalt have the meaning set forth in the zoning code of the City of Waukesha. Furthermore, notwithstanding anything to the contrary contained herein, the use of the Units, Limited Common Elements and Common Elements shall comply with all Ordinances of the City of Waukesha, and any other restrictions as contained in Administrative Rules and Regulations adopted by the Association. No use may

unreasonably interfere with the use and enjoyment of the Common Elements or other Units by other Unit owners. There shall be no storage of material, and there shall be no conduct of any activity, which would increase the insurance rates on the Condominium.

6.02 Leasing of Units. No Unit shall be leased or rented for hotel or transient purposes. A Unit owner may not rent or lease a Unit except as follows:

(1) The rental agreement or lease ("Lease"), and any amendments, extensions or renewals, shall be in writing and shall not be for an initial term of less than six (6) months. This restriction shall not be applicable to the Declarant or a first mortgagee in possession of a Unit under receiver, or by virtue of a deed in lieu of foreclosure or sheriff's deed of foreclosure.

(2) The Lease shall contain a provision obligating all tenants abide by this Declaration and the Administrative Rules and Regulation. The Unit owner shall be responsible for providing the tenant, before occupancy, a copy of the Declaration and the Administrative Rules and Regulation.

(3) The Lease and any amendments, extensions and renewals thereof, shall provide that any default arising out of the tenant's failure to abide by the Declaration and the Administrative Rules and Regulations shall be enforceable by the Association as a third-party

beneficiary to the Lease and that the Association shall have, in addition to all rights and remedies provided under the Declaration and the Administrative Rules and Regulations, the right to evict the tenant(s) and/or terminate the lease should any such violation continue for a period of ten (10) days following delivery of written notice to the tenant(s) specifying the violation. Notice to the Unit owner shall constitute notice to the tenant(s). Except for emergency situations, the Association shall give the Unit owner thirty (30) days' notice of the alleged violation and the Association's proposed action during which period the Unit Owner may attempt to remedy the violation to the satisfaction of the Association.

(4) The leasing Unit Owner shall provide the name(s) of the tenant(s), tenant telephone number, email address, place of employment and such other contact information to the other Unit Owner.

(5) The Association may further limit the renting or leasing of Units pursuant to rule/regulation making authority as to prevent the renting or leasing of Units from becoming a disturbance to the other Unit owners

(6) These provisions shall not be construed to prohibit a Unit owner from having a person or persons who provide living assistance to the Unit owner due to disability living with the Unit owner, regardless of the contractual arrangements, or to prohibit any other rental necessary to comply with the requirements of applicable law.

During the term of any Lease of all or any part of a Unit, each Unit owner of such Unit shall remain liable for the compliance of the Unit, such Unit owner and all tenants of the Unit with all provisions of the Declaration and the Regulations of the Association, and shall be responsible for securing such compliance from the tenants of the Unit.

6.03 Sign Restrictions. Except for condominium association identification signs, and building address signs, and such other signs as approved in the Administrative Rules and Regulations, no signs, advertisement notice, or other lettering shall be exhibited on any portion of any Unit or on any other portion of the Condominium property. Notwithstanding the foregoing, pollical campaign signs shall be permitted consistent with the ordinances of the City of Waukesha or other applicable law.

6.04 Pets. Only animals as permitted in the Administrative Rules and Regulations shall be allowed in the Condominium and its Units and only if such animal(s) does (do) not unreasonably disturb the other residents. Owners of such animal(s) shall abide by all applicable ordinances and regulations and shall be responsible for any inconvenience or damage caused by such animals. All such animals must be housed in their respective owner's Unit and may not be housed, kenneled, or in any way kept on the Common Elements or Limited Common Elements. Furthermore, the owner of any such animal shall be responsible for the immediate removal of his or her animal's excrement from the Common Elements or Limited Common Elements. No pet shall be permitted upon any part of the Common Elements except on a leash and accompanied by a Unit owner or his or her tenants, guests and invitees or within a fenced in area. The keeping or feeding of wild animals is strictly prohibited (except Unit owners may place and maintain bird feeders as permitted in the adopted Administrative Rules and Regulations). Each Unit owner is monetarily liable for any damage done by his or her pet, or the pet of such Unit owner's guest or invitee to the property of the Condominium (Common Elements and

Limited Common Elements) and to the property of any other Unit owner, including but not limited to walls, plantings or lawns.

ARTICLE VII

UNIT OWNER

A "Unit Owner" shall mean a person, combination of persons, partnership, corporation or other legal entity, who or which holds legal title to a Unit; provided, however, that in the event equitable ownership has been conveyed in the Unit by means of a land contract or other similar document, "Unit Owner" shall mean the land contract purchaser.

ARTICLE VIII

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

8.01 Definition. The "Association" shall mean the 405-407 Century Oak Condominiums Unit Owners Association, LLC, a Wisconsin limited liability company formed by the Dedclarant of the 405-407 Century Oak Condominiums, A Condominium. See Exhibit III, Articles of Organization, and Exhibit IV, Members Agreement.

8.02 Membership. Every Unit owner shall be entitled and required to be a member of the Association. By becoming members of the Association, each Unit owner automatically assigns the management and control of the Common Elements of the Condominium to the Association (except as to the Limited Common Elements as herein provided). If title to a Unit is held by more than one person, each of such persons shall be a member. A Unit owner of more than one Unit shall be entitled to one membership for each Unit owned by such Unit owner(s). Each such membership shall be appurtenant to the Unit upon which it is based, and shall be transferred automatically by conveyance of that Unit.

No person(s) or entity other than a Unit owner 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.

8.03 Voting Rights. Each Unit shall be entitled to one (1) indivisible vote in the Association, subject however, to suspension as provided herein. If a Unit is owned by more than one (1) person, the vote for the Unit shall be cast as agreed by the persons who have an ownership interest in the Unit, and if only one such person is present it is presumed that person has the right to cast the Unit vote unless there is contrary evidence presented. In the event they cannot agree on the manner in which the vote is to be cast, no vote may be accepted from the Unit. No Unit owner shall be entitled to vote on any matter submitted to a vote of the Unit owners until the Unit owner's name and current mailing address, and the name and current and mailing address of the mortgagee of the Unit, if any, has been provided to the Association. A Unit owner shall be prohibited from voting on any matter submitted to a vote of the Unit owners if the Association has recorded a statement of condominium lien on the Unit and the amount necessary to release the lien or to pay such obligation has not been

the Unit and the amount necessary to release the lien or to pay such obligation has not been paid at the time of voting. Further, as provided in Article VII hereof, one who holds a land contract purchaser's interest or other such equitable interest in a Unit shall be considered the Unit owner. However, for purposes of being eligible to vote as a member of the Association, the land contract or other document establishing the equitable interest, or an instrument providing constructive notice of such interest, must be recorded in the office of the Waukesha County Register of Deeds.

8.04 Board of Directors/Officers. The affairs of the Association shall be governed by a board of directors; decisions shall be by unanimous consent. The owners of each Unit shall appoint one of its owners to serve on the Board of Directors with one vote. By agreement, one of the directors shall serve as president of the Association; the other shall serve as secretary-treasurer. If the board of directors is deadlocked in a decision, that decision shall be subject to arbitration. If the board of directors cannot decide on an arbitrator or a manager, either director may petition the Circuit Court for Waukesha County for the appointment of an arbitrator or manager of the Association. The cost of said petition shall be a common expense.

8.05 Division of Common Expenses. Except as otherwise provided for in this Declaration, the common expenses of the association shall be divided 40% for Unit 1 and 60% for Unit 2.

ARTICLE IX

REPAIRS AND MAINTENANCE

9.01 Units. Each Unit Owner shall be responsible for the maintenance, repair, and replacement of all other improvements constructed within the Unit, except to the extent any repair cost is paid by any Association's insurance policy described in Article X. Each Unit shall at all times be kept in good condition and repair. If any Unit or portion of a Unit for which a Unit owner is responsible falls into disrepair so as to create a dangerous, unsafe, unsightly, or unattractive condition, or a condition that results in damage to the Common Elements, the Association, upon fifteen (15) days prior written

notice to the Unit owners of such Unit, shall have the right to correct such condition or to restore the Unit to its condition existing prior to the disrepair, or the damage or destruction if such was the cause of the disrepair, and to enter into such Unit for the purpose of doing so, and the Unit owners of such Unit shall promptly reimburse the Association for the cost thereof. All amounts due for such work shall be paid within ten (10) days after receipt of written demand therefore, or the amounts, at the option of the Association, be levied against the Unit as a Special Assessment under Article XIII.

9.02 Limited Common Elements. Each Unit Owner shall be responsible for the upkeep, repair, maintenance and replacement of the Limited Common Elements which use is reserved to the Unit, including mowing, snow and ice removal. If the Unit owner fails to upkeep, repair, maintain and replace of a Limited Common Element as necessary, including but not limited to the grounds, the Association, upon fifteen (15) days prior written notice to the Unit Owners of such Unit, shall have the right to correct such condition and the Unit Owners of such Unit shall promptly reimburse the Association for the cost thereof. All amounts due for such work shall be paid within ten (10) days

after receipt of written demand therefore, or the amounts may, at the option of the Association, be levied against the Unit as a Special Assessment under Article XIII.

9.03 Common Elements. Except as hereinabove provided, the Association shall be responsible for the management and control of the Common Elements and shall maintain the same in good, clean, and attractive order and repair. The Association may contract for providing and maintaining all or some of the Limited Common Elements, e.g. maintenance of the grounds and for snow plowing and ice removal from all sidewalks and driveways, and the maintenance, repair, and replacement of all outdoor amenities, including lawns and landscaping.

9.04 Entry by the Association. The Association may enter any Unit and Limited Common Elements at reasonable times and under reasonable conditions when necessary in connection with any maintenance, construction or repair of Units as set forth in Paragraphs 9.01 and 9.02, or of public utilities, or for any other matter for which the Association is responsible. Except in the case of emergency, no entry may be had by the Association until the expiration of forty-eight (48) hours from the date written notice is provided to the Unit owner that maintenance, construction or repair is necessary and, in any event, entry shall be made with as little inconvenience to the Unit owner as possible under the circumstances. In the event the Association reasonably believes that an emergency situation exists, the Association may enter an owner's Unit without prior notice to said owner. Any damage caused thereby shall be repaired by the Association and shall be treated as a Common Expense as hereinafter defined.

9.05 Damage Caused by Unit Owners. To the extent (i) any cleaning, maintenance, repair, or replacement of all or any part of any Common Elements, Limited Common Element or the Unit is required as a result of the negligent, reckless, or intentional act or omission of any Unit Owner, tenant, or occupant of a Unit, or (ii) any cleaning, maintenance, repair, replacement, or restoration of all or any part of any Common Element, Limited Common Element or the Unit is required as a result of an alteration to a Unit by any Unit Owner, tenant, or occupant of a Unit, or the removal of any such alteration (regardless of whether the alteration was approved by the Association or (iii) the Association is required to restore the Common Elements, Limited Common Element or the Unit following any alteration of a Common Element or Limited Common Element required by this Declaration, or the removal of any such alteration, the Unit owner that committed the act or omission that caused the alteration, or the Unit owner of the Unit occupied by such tenant or occupant or

responsible for such guest, contractor, agent, or invitee) shall be paid within ten (10) days after receipt of written demand therefore, or the amounts may, at the option of the Association, be levied against the Unit as a Special Assessment under Article XIII.

ARTICLE X

INSURANCE

10.01 Fire and Extended Loss Insurance for Common Elements and Real Property Portion of the Units. The Association shall obtain and maintain fire, casualty, and special form insurance coverage for the Common Elements and for the real property portion of the Units as trustee for the Unit Owners,

coverage for the duplex building. At the election of the Association, such insurance may cover both Units and all improvements thereto, including fixture, but excluding the Unit Owner's personal property, and for the Association's service equipment, supplies and personal property. The insurance coverage herein specified shall be reviewed and adjusted by the Association from time to time to ensure that the required coverage is at all times provided. The insurance coverage herein required shall be maintained by the Association shall be for full replacement cost and shall be written in the name of the Association as insurance trustee for the individual Unit owner in his or her respective percentage interest in the Common Elements and, if applicable, ownership interest in said Unit Owner's Unit. The policy shall contain the standard mortgagee clause, which shall be endorsed to provide that any proceeds shall be paid to the Association, as insurance trustee, for the use and benefit of any Mortgagee as its interest may appear. In the event of damage to or destruction of all or part of the Condominium insured hereunder, the proceeds of the insurance shall be paid to the Association, as insurance trustee, for the Unit owners and the Mortgagees and distributed as provided in Article X.

10.02 Public Liability Insurance. The Association shall obtain and maintain a comprehensive liability insurance policy insuring the Association, its officers, and the Unit owners against any liability arising out of the maintenance, repair, ownership, or use of the Common Elements. Liability coverage shall be for at least $1,000,000.00 per occurrence for personal injury and/or property damage or such higher limit as may be adopted from time to time by the Association. The insurance coverage shall be written on the Condominium in the name of the Association as insurance trustee for the Unit Owners, officers, and for the individual Unit owners in their respective percentage interests in the Common Elements. Such insurance policy shall contain a severability of interest or cross-liability endorsement, which shall preclude the insurer from denying the claim of a Unit owner because of the negligent acts of the Association or other Unit owners.

10.03 Fidelity Insurance. The Association may maintain fidelity coverage in an amount not less than one year's annual budget against dishonest acts by any person responsible for handling the funds belonging to or administered by the Association, with the Association as the named insured, and the insurance being such amount as the Association deems necessary.

10.04 Unit Owners' Insurance. If the Association's fire and extended loss insurances does not cover the Units, each Unit owner shall obtain and maintain fire, casualty, and special form insurance coverage for the full replacement cost of the Unit. Each Unit owner shall obtain and maintain fire, casualty, and special form insurance coverage for the full replacement cost of the Unit. contents of said Unit owner's Unit. In addition, Unit owners are strongly encouraged to obtain various types of

insurance, including but not limited to, liability and property damage and public general liability insurance, because of the potential for great loss to any individual Unit owner. Unit owners are encouraged to submit copies of the disclosure materials to their insurance carriers in order to ensure adequate property and liability coverage on their personal property, Units, and Limited Common Elements appurtenant to such Units. The Association may elect to provide such insurance on the individual Units through a group or master policy upon such terms and conditions as it deems appropriate.

10.05 Administration. Any and all premiums associated with the insurance purchased by the Association shall be Common Expenses. The Association shall act as the trustee for the purpose of obtaining insurance coverage and for the receipt, application, and disbursement of proceeds. All insurance shall be obtained from generally acceptable insurance carriers qualified to do business in

the State of Wisconsin, which carriers must meet in any event the guidelines established by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation or their respective successors.

10.06 Mutual Waiver of Subrogation. Nothing in this Declaration shall be construed so as to authorize or permit any insurer of the Association or a Unit owner to be subrogated to any right of the Association or a Unit owner arising under this Declaration. The Association and each Unit owner hereby release each other to the extent of any perils to be insured against by either of such parties under the terms of the Declaration, whether or not such insurance has actually been secured, and to the extent of their respective insurance coverage for any loss or damage caused by any such casualty, even if such incidents shall be brought about by the fault or negligence of either party for whose acts, omissions, or negligence the other party is responsible. All insurance policies to be provided under this Article by either the Association or a Unit owner shall contain a provision that they are not invalidated by the foregoing waiver. Such waiver shall, however, cease to be effective if the existence thereof precludes either the Association or a Unit owner from obtaining such policy.

10.07 Disbursement. Insurance proceeds for damage or destruction of the Common Elements shall first be disbursed by the trustees for the repair or restoration of the damaged Common Elements, and the Unit owners and mortgagees shall not be entitled to receive payment of any portion of the insurance proceeds unless a court has ordered partition of the Condominium property or there is a surplus of insurance proceeds after the Common Elements have been completely repaired or restored. Insurance proceeds for damage or destruction of the Units shall first be disbursed by the trustees for the repair or restoration of the damaged Units.

10.08 Commencement. All insurance required by this Declaration shall be purchased and maintained by the Association commencing on or before the effective date of this Declaration.

ARTICLE XI
RECONSTRUCTION, REPAIR, OR SALE IN THE EVENT OF DAMAGE OR DESTRUCTION

11.01 Determination to Reconstruct or Repair. If all or any part of the Common Elements or the duplex building, i.e. the Units, become damaged or are destroyed by any cause, the damaged Common Elements and the duplex building, i.e. the Units, shall be repaired or reconstructed even if the cost of such repair or reconstruction exceeds the available insurance proceeds by an amount of up to

$50,000.00, with such shortfall to be considered a common expense. Acceptance by a Unit owner of a deed to a Unit shall be deemed to be consent to the authorization to the Association to so repair or reconstruct. If such authorization is challenged, it shall be considered the action of a deadlocked board and submitted to arbitration as provided for above.

11.02 Plans and Specifications. Any reconstruction or repair shall, as far as is practicable and unless otherwise required due to changes in the building or zoning code, be made in accordance with the maps, plans, and specifications used in the original construction of the damaged Common Elements and duplex building (i.e. the Units), unless the Association authorizes and any mortgagees approve the variance in the case of reconstruction of or repair to the Common Elements and duplex building (i.e. the Units). If a variance is authorized from the maps, plans, and specifications contained in the

Condominium Plat or this Declaration, an addendum to Condominium Plat and/or amendment to Declaration as necessary shall be recorded by the Association setting forth such authorized variance.

11.03 Responsibility for Repair. In all cases after a casualty has occurred to the Common Elements or the duplex building (i.e. the Units), the Association has the responsibility of reconstruction and repair, and immediately shall obtain reliable and detailed estimates of the cost to rebuild or repair.

11.04 Insurance Proceed and Construction Fund. Insurance proceeds held by the Association as trustee pursuant to Article X shall be disbursed by the Association for the repair or reconstruction as provided for above. The Association shall have no responsibility to repair, reconstruct, or replace any contents within a Unit Unit owners and mortgagees shall not be entitled to receive payment of any portion of the insurance proceeds unless there is a surplus of insurance proceeds after the damaged Property has been completely restored or repaired as set forth in Section 10.07. (Notwithstanding the foregoing, any insurance purchased by the Association pursuant to 10.04 shall be held by the Association as Trustee for the subject Unit owner(s) and used to pay for Unit owner repairs to the extent that insurance funds are available. The Association shall not be liable for any deficiencies.)

11.05 Assessments for Deficiencies. If the proceeds of insurance are not sufficient to defray the costs of reconstruction and repair by the Association, a Special Assessment shall be made against the Unit owners in sufficient amounts to provide funds for the payment of such costs. Such assessments on account of damage to Common Elements shall be in proportion to each Unit owner's percentage interest in the Common Elements. All assessed funds shall be held and disbursed by the Association as trustee for the Unit owners and Mortgagees involved.

11.06 Surplus in Construction Funds. All insurance proceeds and Special Assessments held by the Association as trustee for the purpose of rebuilding or reconstructing any damage a specified above and any Property taken by eminent domain are referred to herein as Construction Funds. Its shall be presumed that the first moneys disbursed in payment of costs of reconstruction or repair are insurance proceeds. If there is a balance in the Construction Funds after payment of all costs of reconstruction or repair, such balance shall be divided among the Unit owners according to their respective percentage interests in the Common Elements.

ARTICLE XII

EMINENT DOMAIN/CONDEMNATION

12.01 Allocation of Award. Any damages for a taking of all or part of the Condominium shall be awarded as follows:

(a) If the Unit is be reconstructed, the Association as trustee for the Unit shall be allocated the award for the taking of all or part of the respective Unit or any improvements located therein and for consequential damages to the Unit or improvements located therein for the purpose of reconstruction. If the Unit is not to be reconstruction or if there is surplus after reconstruction, the award or balance thereof is to be awarded to the Unit Owner. .

(b) As to the Common Elements, such award shall go to the Association for purpose of reconstruction. If no reconstruction is undertaken, any award for the taking of Common

Elements shall be allocated to all Unit Owners in proportion to their respective percentage interest in the Common Elements.

12.02 Determination to Reconstruct Common Elements. Following the taking of all or part of the Common Elements, the Common Elements shall be restored or reconstructed.

12.03 Plans and Specifications for Common Elements and Units. Any reconstruction shall, as far as is practicable, be made in accordance with the maps, plans and specifications used in the original construction of the taken Common Elements and Units unless approved by the Association, the Unit Owners and the first Mortgagees shall authorize a variance from such plans and specifications. If a variance is authorized from the maps, plans, or specifications contained in the Condominium Plat or this Declaration, an addendum to the Condominium Plat or an amendment to the Declaration shall be recorded as necessary by the Association setting forth such authorized variances.

12.04 Assessment for Deficiencies. If the condemnation award for the taking of the Common Elements or the Units is not sufficient to defray the costs of reconstruction by the Association, Special Assessments shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such Special Assessments for reconstruction of the Common Elements shall be in proportion to each Unit Owner's respective percentage interest in the Common Elements and shall constitute a Common Expense.

12.05 Surplus in Construction Fund. It shall be presumed that the first moneys disbursed in payment of costs of reconstruction or restoration shall be from the award for taking. If there is a surplus of Construction Funds after payment of all costs of construction as to the Common Elements, such balance shall be divided among all Unit Owners in proportion to their respective percentage interests in the Common Elements.

ARTICLE XIII

COMMON EXPENSES/GENERAL AND SPECIAL ASSESSMENTS

13.01 Common Expenses. Any and all expenses incurred by the Association in connection with the management of the Condominium, maintenance of the Common Elements and administration and duties of the Association as provided herein shall be deemed to be common expenses (the Common Expenses).

13.02 General Assessments. The Association shall levy monthly general assessments (the General Assessments) against each Unit owners for the purpose of maintaining a fund from which Common Expenses shall be paid. The General Assessments against the Unit owners shall be assessed in

proportion to their percentage interests in the Common Elements. General Assessments shall be due in advance in the first ten (10) days of each month. Any General Assessment not paid when due shall incur a $25.00 late fee and shall bear interest at twelve (12) percent interest until paid, together with collection costs, and reasonable attorney fees, and shall constitute a lien on the Unit on which it is assessed if a statement of condominium lien is filed within two (2) years after the assessment becomes

due as provided in the Condominium Ownership Act.

13.03 Special Assessments. The Association may, whenever necessary or appropriate, levy special assessments (the Special Assessments) against the Unit owners, or any of them, for deficiencies in the case of Unit or Limited Common Element maintenance as required of the Unit owner or destruction or condemnation as set forth in the Declaration and for defraying the cost of improvements to the Common Elements; for the collection of monies owed to the Association under any provision of the Declaration; or for any other purpose for which the Association may determine a Special Assessment is necessary or appropriate for the improvement or benefit of the Condominium. Special Assessments shall be paid at such time and in such manner as the Association may determine (subject to a ten (10) day grace period). Any Special Assessment or installment not paid when due shall incur a $25.00 late fee and shall bear interest until paid, together with collection costs, and reasonable attorney fees, shall constitute a lien on the Unit on which it is assessed if a statement of condominium lien is filed within two (2) years after the Special Assessment becomes due as provided in the Condominium Ownership Act.

13.04 Payment of General and Special Assessments by Automatic Withdrawal. The Association may require of all Unit Owners payment of general and special assessments by automatic withdrawal from a depository account. Upon the Association requiring payment by automatic withdrawal, each Unit owner shall open the necessary depository account and shall provide the Association such information, forms and authorization as necessary to facilitate such automatic withdrawal.

13.05 Common Surpluses. If the surpluses of the Association (the Common Surpluses) should be accumulated, other than surpluses in any construction fund, such Common Surpluses may be credited against the Unit owners' General Assessments in proportion to their respective percentage interests in the Common Elements or may be used for any other purpose as the Association may determine.

13.06 Certificate of Status. The Association shall, upon the written request of an owner, purchaser, or Mortgagee of a Unit, issue a certificate of status of lien. Any such party may conclusively rely on the information set forth in such certificate.

13.07 Enforcement. The assessments, both general and special, of Common Expenses, together with such interest as the Association may impose hereunder and with the costs of collection and actual attorney fees, shall constitute a lien on the Units against which they are assessed. Attachment, filing, effectiveness, priority, and enforcement of the lien shall be as provided in Section 703.16 of the Wisconsin Statutes.

13.08 Suspension of Voting Rights. If any assessment, both general and special, of Common Expenses is delinquent and a statement of Condominium lien as described in Section 703.16(9) of the Wisconsin Statutes has been recorded against a Unit, the voting rights of the delinquent Unit owner shall be and hereby is suspended.

13.09 Unit Sale. Except as otherwise provided herein, unpaid Common Expenses assessed against a Unit shall be a joint and several liability of the sellers and purchaser in a voluntary transfer of the Unit if a statement of Condominium lien covering the delinquency shall have been recorded prior to the

transfer.

13.10 Lien for Non-Payment. The Association shall have a lien, from the date an assessment is made, upon any Unit for assessments made against that Unit, watch assessments remain unpaid. The lien shall secure payment of the assessment, interest, and costs of collection, including reasonable attorney fees. The lien may be filed in the Waukesha County Clerk of Circuit Court office by an instrument executed by the Association and may be foreclosed. The Unit owner shall be personally liable for all unpaid assessments, interest, and costs of collection including actual attorneys' fees. This liability shall not terminate upon transfer of ownership or upon abandonment by the Unit owner. When any lien is foreclosed, if the Unit owner remains in possession of the Unit, he or she shall pay a reasonable rental value of the Unit. The Association shall be entitled to the appointment of a receiver of the Unit as a matter of strict right. Assessments shall be paid without offset or deduction. No Unit owner may withhold payment of any assessment or any part thereof because of any dispute that may exist between a Unit owner and the Association. Rather, the Unit owner shall pay all assessments pending resolution of any dispute.

13.11 Foreclosure. In the event the Mortgagee of a first mortgage of record or any other purchaser of a Unit obtains title to the Unit as a result of foreclosure of a mortgage, or as a result of a conveyance in lieu of foreclosure, such purchaser or his or her successors and assigns shall not be liable for the total share of Common Expenses or assessments by the Association pertaining to such Unit or chargeable to the former Unit owner, which Common Expenses or assessments became due prior to the acquisition of title. Such unpaid share of Common Expenses or assessments shall be deemed to be Common Expenses collectible proportionately from all of the Unit owners.

13.12 Reserve Fund. The Association shall establish and maintain a reserve fund for payment of nonrecurring operating contingencies. Each annual condominium budget shall include funding for the reserve fund at a level determined appropriate by the Association. This reserve fund shall not be a Statutory Reserve Account under Section 703.163, Wis. Stats.

ARTICLE XIV

POWERS OF DECLARANT

The Declarant shall have all the statutory powers of the Declarant, including the power of control of the Association, during any period of Declarant ownership of any Unit in the Condominium until the expiration of three years from the date of this Declaration.

ARTICLE XV

RIGHT TO EXPAND

The Condominium is not subject to any right to expand.

ARTICLE XVI

AMENDMENTS

Except as otherwise provided herein, the Declaration may only be amended by the written unanimous consent of the Unit owners, provided, however, that no such consent is effective until approved in writing by each of the consenting Unit owners' underlying Mortgagee and, further provided, that no such amendment may substantially impair the security of any non-consenting Unit mortgagee. No amendment to this Declaration shall be effective until an instrument containing the amendment and stating that the required consents or votes were duly obtained, signed on behalf of the Association; and duly acknowledged or authenticated, is recorded with the Waukesha County Register of Deeds. A copy of the amendment shall be mailed or personally delivered to each Unit owner at such Unit owner's address on file with the Association.

ARTICLE XVII

NOTICES

17.01 Notices to the Resident Agent. The person and address to receive service of process for the Association shall be the Registered Agent at the Registered Agent's address. The initial Registered Agent and address is Andy Agenten, 3807 Oakmont Trail, Waukesha WI 53188. The Association may change the Registered Agent and address per Section 703.23 Wis. Stats.

17.02 Notices to Unit Owners. All notices required to be sent to Unit owners shall be in writing, personally delivered or sent by first class mail to the Unit owner's address. Said address shall be the address of the Unit owned by the Unit owner in the Condominium, unless said Unit owner has provided to the Association, in writing, another address for delivery of notices. For purposes of this Declaration, all time periods with respect to notice shall commence on the date that notice is personally delivered or the date upon which notice is mailed to the Unit owner. It is acknowledged by all Unit owners that personal service or mailing shall constitute sufficient notice for the purposes of this Declaration.

17.03 Notices to Mortgagees/Land Contract Vendor. Any first Mortgagee (including the holder, insurer or guarantor thereof) or land contract vendor of a Unit, upon written request to the secretary of the Association stating the name and address of the requesting entity and the name of the Unit owner, Unit number and Unit address on which the entity holds its interest, shall be entitled to notice of (a) any condemnation or casualty loss that affects either a material portion of the project or the Unit securing the mortgage or land contract, (b) any default which is not cured within sixty (60) days in the performance by an individual Unit owner of a Unit secured by said mortgage or land contract of any obligation under the Declaration, Administrative Rules and Regulations, and related document, (c) a lapse, cancellation or material modification of any insurance policy maintained by the Association and (d) any proposed action that requires the consent of a mortgage holders. Notice shall be given by personally delivery or sent by first class mail to the Mortgage at the address in said mortgage.

ARTICLE XVIII

ARTICLE XVIII

REMEDIES

The Association or any Unit Owner shall have the non-exclusive right to enforce the provisions hereof or any of its orders by proceedings at law or in equity against any person or persons violating or attempting to violate any provision of the Declaration, either to restrain or cure the violation or to recover damages, or both. Liability among multiple owners of a Unit shall be joint and several. The Association or the enforcing Unit Owner shall have the right to recover court costs and reasonable attorney fees in any successful action brought against another Unit owner to enforce or recover damages for a violation of this Declaration. Any damages collected by the Association shall be distributed, first, to pay for all costs of enforcement, and, secondly, to the owners of the Units damaged by the violation pro rata. Notwithstanding the foregoing, if any Unit owner fails to comply with the terms and conditions of the Declaration, and such failure continues beyond any applicable cure period, the Association shall have the right to cure on behalf of the Unit owner and such Unit owner shall promptly reimburse the Association for the cost thereof within ten (10) days after receipt of written demand therefore. Alternatively, the Association may, at the option of the Association, levy such amounts against the Unit as a Special Assessment under Article XIII. In addition to all other remedies available to the Association, the Association shall have the right to collect from any Unit owner who is in violation beyond any applicable cure period of the Declaration or Administrative Rules and Regulations promulgated hereunder, a fine for each day such violation continues in such amount as is from time to time set forth any adopted Administrative Rules and Regulations.

ARTICLE XIX

EASEMENTS

A blanket easement is hereby reserved over, through and underneath the Units, the Limited Common Elements, and the Common Elements for ingress and egress for present and future utility services, including but not limited to, easements for drainage, water pipes, sanitary sewer pipes, emergency sewer lines, storm drainage pipes, sprinkler pipes, electrical wires, cable TV wires, security wires, street lights and for any other purposes for which a blanket easement is created upon, across, over, through or under the herein described real estate for the purposes set forth above, whether or not any such (blanket) easement or easements are shown on the exhibits attached hereto. Specific easements for drainage, utility service, including but not limited to installation, replacement, repair and maintenance of all utility and service lines and systems as set forth above, are hereby reserved to the Association. Specific easements for ingress and egress, other than as set forth above, are reserved to the Association for the purpose of installation or making any repairs and/or maintenance to any utility such service lines and/or systems, including drainage, which are the obligation of the Association. The Association shall be responsible for any damage resulting from such installation, maintenance and/or repairs as set forth above. By acceptance of a Condominium Deed, each Unit owner shall have granted a right of entry and access to its Unit to the Association to correct any condition originating in its Unit and threatening another Unit or the Common Elements, to install, alter, or repair mechanical or electrical services or other Common Elements in its Unit or elsewhere in the Condominium, and to maintain and repair Common Elements. Such entry shall be made with prior notice to the Unit owners and shall be scheduled for a time reasonably convenient to the Unit owners, except in the case of an emergency when injury or property damage will result in delayed

entry. Such entry shall be done with as little inconvenience to the Unit owners as practical, and any damage caused thereby shall be repaired by the Association and treated as a Common Expense, except as allocable to an individual Unit or Units for cause in the discretion of the board of directors.

Where electrical panels, electrical meters, water shut-offs, water meters, natural gas meters, and natural gas shut-offs providing electrical, water, or natural gas service to a Unit but located within another Unit are part of the Unit served, an easement is granted for the location, maintenance, repair, replacement and reading of such electrical panels, electrical meters, water shut-offs, water meters, natural gas meters, and natural gas shut-offs and the owner of the Unit in which the panel, shut-off or meter is located shall allow the owner of the Unit served by said panel, shut-off or meter reasonable access for all necessary utility maintenance, repair, replacement and reading.

Access to a Unit to effectuate these easement rights, except in case of emergencies, shall be subject to the forty-eight (48) notice provision.

ARTICLE XX

GENERAL

20.01 Utilities. Each Unit owner shall pay for his or her telephone, electrical, cable, natural gas, and other utility services, including sewer and water, which are separately metered or billed for each user by the respective utility company. Utilities which are not separately metered or billed shall be treated as part of the Common Expenses.

20.02 Encroachments. If any portion of a Unit, Limited Common Elements or Common Elements encroaches upon another, an easement for the encroachment and its maintenance shall exist. In the event all or a portion of the Condominium is damaged and subsequently reconstructed, the Unit owners shall allow encroachments on the Units, Limited Common Elements, or on the Common Elements during construction, and easements for such encroachments and their maintenance shall exist. The Association may record an amended condominium plat showing such as built Units, Limited Common Elements or Common Elements.

20.03 Nuisances. No nuisances shall be allowed upon the property comprising the Condominium, nor any use or practice that is unlawful or interferes with the peaceful possession and proper use of the Condominium by the Unit owners or that would cause an increase in the premiums for insurance required to be maintained by the Association. All parts of the Condominium shall be kept in a clean and sanitary condition and no fire or other hazard shall be allowed to exist. No Unit owner shall permit any use of its Unit or of the Common Elements that increases the cost of insuring the Condominium.

20.04 Invalidity of a Provision. If any of the provisions of the Declaration, or of any Administrative Rules and Regulations adopted by the Association, or any portion thereof, shall be determined to be invalid by a court of competent jurisdiction, the remaining provisions and portions thereof shall not be affected thereby.

20.05 Conflict in Condominium Document. In the event a conflict exists among any provision of the Declaration, or any Administrative Rules and Regulations, or between any of them, the priority of prevalence shall be the Declaration.

20.06 Warranties. No person shall rely upon any warranty or representation unless contained in the Declaration. Any estimates of Common Expenses, taxes, or other charges shall he considered estimates only, and no warranty or guarantee of such amounts shall be made or relied upon.

20.07 No Right of First Refusal. The right of a Unit owner to sell, transfer, or otherwise convey his or her Unit shall not be subject to any right of first refusal or similar restriction for the benefit of the Association.

IN WITNESS WHEREOF, this Declaration is adopted this 25th day of APRIL, 2025.

Andrew C. Agenten

Kristin M. Agenten

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF WAUKESHA)

Personally came before me this 25th day of April 2025, Andrew C. Agenten and Kristin M. Agenten as authorized member and who executed and acknowledged the forgoing.

(SEAL) MARGARITA MENDEZ NOTARY PUBLIC STATE OF WISCONSIN

Print Name: Margarita Mendez
My Commission expires 8/27/27.

MORTGAGEE CONSENT

UW Credit Union, mortgagee, hereby consents to the recording of this Declaration of Condominium and the related Condominium Plat.

Print Name: Sarah Menihan
Office: UW Credit Union
Dane County

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF Dane)

Personally came before me this 22 day of April, 2025, Sarah Menihan, the VP of Lending of UW Credit Union, who executed and acknowledged the foregoing.

JENNIFER O'HANDLEY NOTARY PUBLIC STATE OF WISCONSIN

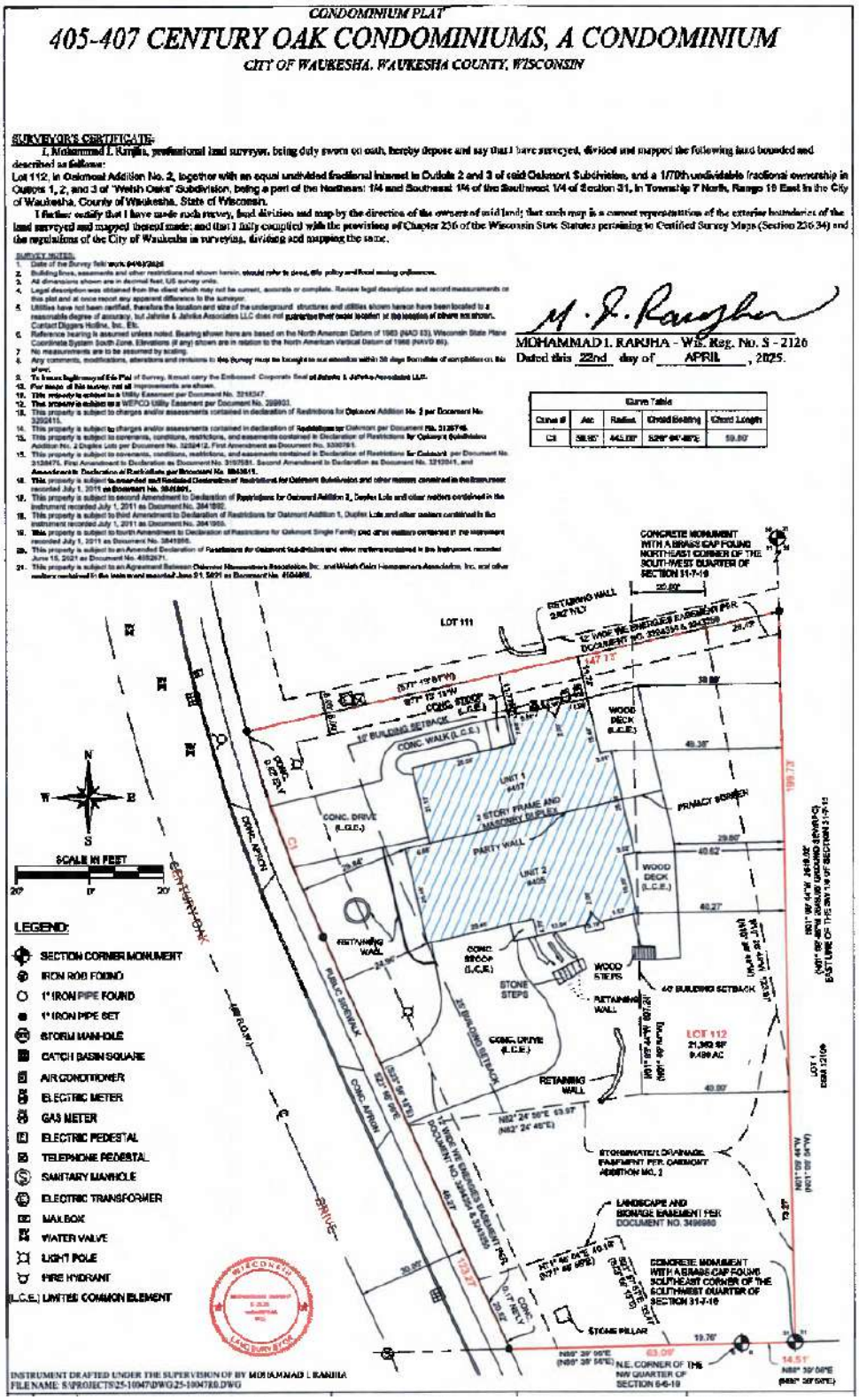
Print Name: Jennifer O'Handley
My Commission expires: Nov 19, 2025

Drafted By:
Attorney Ronald M. Trachtenberg
Fuhrman + Dodge, S.C.
6405 Century Avenue, Suite 101
Middleton WI 53562

EXHIBIT I

Condominium Plat

NOTE: THIS COPY OF THE CONDOMINIUM MAP IS ATTACHED FOR REFERENCE PURPOSES. PLEASE BE ADVISED THAT THE GRANTOR(S) HEREBY DIRECT VIEWERS TO IGNORE THE PRINTED TEXT MATERIAL THAT IS ILLEGABLE ON THIS MAP. THE SPATIAL RELATIONSHIPS OF THE ILLUSTRATIONS ON THE MAP ARE BEING PRESENTED FOR YOUR INFORMATION. THE CONDOMINIUM PLAT FOR 405-407 CENTURY OAK CONDOMINIUMS, A CONDOMINIM IS RECORDED WITH THE WAUKESHA COUNTY REGISTER OF DEEDS CONCURRENT WITH THIS DECLARATION.



CONDOMINIUM PLAT

405-407 CENTURY OAK CONDOMINIUMS, A CONDOMINIUM

CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN

SURVEYOR'S CERTIFICATE:

I, Mohammad I. Ranjha, professional land surveyor, being duly sworn on oath, hereby depose and say that I have surveyed, divided and mapped the following land bounded and described as follows:

Lot 112, in Oakmont Addition No. 2, together with an equal undivided fractional interest in Outlots 2 and 3 of said Oakmont Subdivision, and a 1/70th undividable fractional ownership in Outlots 1, 2, and 3 of "Welsh Oaks" Subdivision, being a part of the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4 of Section 31, in Township 7 North, Range 19 East in the City of Waukesha, County of Waukesha, State of Wisconsin.

I further certify that I have made such survey, land division and map by the direction of the owners of said land; that such map is a correct representation of the exterior boundaries of the land surveyed and mapped thereof made; and that I fully complied with the provisions of Chapter 236 of the Wisconsin State Statutes pertaining to Certified Survey Maps (Section 236.34) and the regulations of the City of Waukesha in surveying, dividing and mapping the same.

SURVEY NOTES:

1. Date of the Survey field work 04/07/2025
2. Building lines, easements and other restrictions not shown hereon, should refer to deed, title policy and local zoning ordinances.
3. All dimensions shown are in decimal feet, US survey units.
4. Legal description was obtained from the client which may not be current, accurate or complete. Review legal description and record measurements on this plat and at once report any apparent difference to the surveyor.
5. Utilities have not been verified, therefore the location and size of the underground structures and utilities shown hereon have been located to a reasonable degree of accuracy, but Jahnke & Jahnke Associates LLC does not guarantee their exact location or the location of others not shown. Contact Diggers Hotline, Inc. Etc.
6. Reference bearing is assumed unless noted. Bearing shown here are based on the North American Datum of 1983 (NAD 83), Wisconsin State Plane Coordinate System South Zone. Elevations (if any) shown are in relation to the North American Vertical Datum of 1988 (NAVD 88).
7. No measurements are to be assumed by scaling.
8. Any comments, modifications, alterations and revisions to this Survey must be brought to our attention within 30 days from date of completion of this survey.
9. To have legible copy of this Plat of Survey, it must carry the Embossed Corporate Seal of Jahnke & Jahnke Associates LLC.
10. For scope of this survey, not all improvements are shown.
11. This property is subject to a Utility Easement per Document No. 3248347.
12. That property is subject to a WEPCO Utility Easement per Document No. 289903.
13. This property is subject to charges and/or assessments contained in declaration of Restrictions for Oakmont Addition No. 2 per Document No. 3292411.
14. This property is subject to charges and/or assessments contained in declaration of Restrictions for Oakmont per Document No. 3125745.
15. This property is subject to covenants, conditions, restrictions, and easements contained in Declaration of Restrictions for Oakmont Subdivision Addition No. 2 Duplex Lots per Document No. 3250412. First Amendment as Document No. 3260761.
16. This property is subject to covenants, conditions, restrictions, and easements contained in Declaration of Restrictions for Oakmont per Document No. 3125475. First Amendment to Declaration as Document No. 3197581. Second Amendment to Declaration as Document No. 3210041, and Amendment to Declaration of Restrictions per Document No. 3643615.
17. This property is subject to amended and Restated Declaration of Restrictions for Oakmont Subdivision and other matters contained in the instrument recorded July 1, 2011 as Document No. 3841801.
18. This property is subject to second Amendment to Declaration of Restrictions for Oakmont Addition 2, Duplex Lots and other matters contained in the instrument recorded July 1, 2011 as Document No. 3841805.
19. This property is subject to third Amendment to Declaration of Restrictions for Oakmont Addition 1, Duplex Lots and other matters contained in the instrument recorded July 1, 2011 as Document No. 3841900.
20. This property is subject to fourth Amendment to Declaration of Restrictions for Oakmont Single Family and other matters contained in the instrument recorded July 1, 2011 as Document No. 3841895.
21. This property is subject to an Amended Declaration of Restrictions for Oakmont Subdivision and other matters contained in the instrument recorded June 15, 2021 as Document No. 4852671.
22. This property is subject to an Agreement Between Oakmont Homeowners Association, Inc. and Welsh Oaks Homeowners Association, Inc. and other matters contained in the instrument recorded June 21, 2021 as Document No. 4864888.

M. I. Ranjha

MOHAMMAD I. RANJHA - Wis. Reg. No. S - 2126
Dated this 22nd day of APRIL, 2025.

Curve Table				
Curve #	Arc	Radius	Chord Bearing	Chord Length
C1	58.95'	443.00'	S29° 04' 45"E	58.91'

CONCRETE MONUMENT WITH A BRASS CAP FOUND NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 31-7-19

RETAINING WALL 2.62' N'LY

LOT 111

12' WIDE TYP. ELECTRICAL EASEMENT PER DOCUMENT NO. 3364354 & 3643599

S77° 19' 01"W

N77° 19' 01"W

CONC. STOOP (L.C.E.)

12' BUILDING SETBACK

CONC. WALK (L.C.E.)

WOOD DECK (L.C.E.)

UNIT 1 #407

2 STORY FRAME AND MASONRY DUPLEX

PARTY WALL

UNIT 2 #405

PRIVACY SCREEN

CONC. DRIVE (L.C.E.)

WOOD DECK (L.C.E.)

CONC. STOOP (L.C.E.)

WOOD STEPS

STONE STEPS

RETAINING WALL

40' BUILDING SETBACK

LOT 112
21,362 SF
0.490 AC

CONC. DRIVE (L.C.E.)

RETAINING WALL

25' BUILDING SETBACK

CONC. APRON

PUBLIC SIDEWALK

CENTURY OAK

PUBLIC ROAD

CONC. APRON

DRIVE

12' WIDE TYP. STORM SEWER EASEMENT PER DOCUMENT NO. 3643614 & 3643650

N82° 24' 56"E 63.97'
(N82° 24' 46"E)

STORMWATER DRAINAGE EASEMENT PER OAKMONT ADDITION NO. 2

LANDSCAPE AND SIGNAGE EASEMENT PER DOCUMENT NO. 3499980

CONCRETE MONUMENT WITH A BRASS CAP FOUND SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 31-7-19

STONE PILLAR

N89° 39' 06"E
(N89° 39' 04"E)

63.09'

N.E. CORNER OF THE NW QUARTER OF SECTION 6-8-19

N89° 39' 06"E
(N89° 39' 04"E)

14.51'

N

W E

S

SCALE IN FEET

20' 0' 20'

LEGEND:

- SECTION CORNER MONUMENT
- IRON ROD FOUND
- 1" IRON PIPE FOUND
- 1" IRON PIPE SET
- STORM MANHOLE
- CATCH BASIN SQUARE
- AIR CONDITIONER
- ELECTRIC METER
- GAS METER
- ELECTRIC PEDESTAL
- TELEPHONE PEDESTAL
- SANITARY MANHOLE
- ELECTRIC TRANSFORMER
- MAILBOX
- WATER VALVE
- LIGHT POLE
- FIRE HYDRANT

(L.C.E.) LIMITED COMMON ELEMENT

WISCONSIN MOHAMMAD I. RANJHA S-2126 LAND SURVEYOR

INSTRUMENT DRAFTED UNDER THE SUPERVISION OF BY MOHAMMAD I. RANJHA
FILE NAME: S:\PROJECTS\25-1004\DWG\25-1004T0.DWG

JAHNKE & JAHNKE
ASSOCIATES, LLC
ENGINEERING • PLANNING • SURVEYING
CONNECT> EMPOWER> DESIGN
WWW.JAHNKEANDJAHNKE.COM
524 ELLSMOUND ROAD, WAUKESHA, WI 53186
PHONE: (262) 542-5797, EMAIL: SURVEY@JAHNKEANDJAHNKE.COM

SHEET 1 OF 2

PROJECT	DRAWN BY: JK	CHECKED BY: MJR
405/407 CENTURY OAK DRIVE, WAUKESHA, WI 53186	JOB NO: 25-5847	
CLIENT	REVISION	
ANDY AGENTEN	DATE / DESCRIPTION / BY	

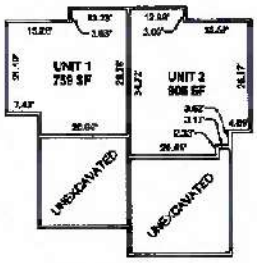
CONDOMINIUM PLAT

405-407 CENTURY OAK CONDOMINIUMS, A CONDOMINIUM

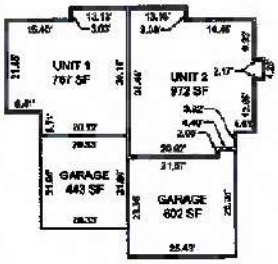
CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN

BUILDING PLAN DETAIL

SCALE: 1" = 20'



BASEMENT PLAN



FIRST FLOOR PLAN

SECOND FLOOR PLAN

NOTES:
ALL MEASUREMENTS SHOWN ARE FINISHED INTERIOR DIMENSIONS OF THE UNITS

M. J. Ranjha

Dated this 22nd day of APRIL, 2025.
INSTRUMENT DRAFTED UNDER THE SUPERVISION OF BY MOHAMMAD I. RANJHA
FILE NAME: S:\PROJECTS\25-1004\DWG\25-1004TRD.DWG
SHEET 2 of 2
JAHNKE & JAHNKE
ASSOCIATES, LLC.
ENGINEERS• PLANNERS• SURVEYORS
CONNECT• EMPOWER• DESIGN
WWW.JAHNKEANDJAHNKE.COM
PHONE: (262) 542-5797, EMAIL: SURVEY@JAHNKEANDJAHNKE.COM
PROJECT
4254/07 CENTURY OAK DRIVE, WAUKESHA, WI 53188
CLIENT
ANDY AGENTEN
DRAWN BY:
REVISION
DATE
DESCRIPTION
BY

EXHIBIT II

Prior Easements, Covenants and Restrictions of Record

PLEASE SEE Surveyor's Notes 11-21 on Condominium Plat Exhibit II

EXHIBIT III

Articles of Organization and Registered Agent Change (Corrections)

Sec. 183.0202
Wis. Stats.

State of Wisconsin
Department of Financial Institutions

ARTICLES OF ORGANIZATION - LIMITED LIABILITY COMPANY

Executed by the undersigned for the purpose of forming a Wisconsin Limited Liability Company under Chapter 183 of the Wisconsin Statutes:

Article 1. **Name of the limited liability company:**

405-407 Century Oak Condominiums Unit Owners Association LLC

Article 2. **The limited liability company is organized under Ch. 183 of the Wisconsin Statutes.**

Article 3. **Name and email address of the initial registered agent:**

Andrew D. Agenten
agenteen77@gmail.com

Article 4. **Street address of the initial registered office:**

3807 Oakmont Trail
Waukesdha, WI 53188
United States of America

Article 5. **Street address of the principal office:**

3807 Oakmont Trail
Waukesha, WI 53188
United States of America

Article 6. **Name and complete address of each organizer:**

Ronald M Trachtenberg, ESQ
6405 Century Avenue
Suite 101
Middleton, WI 53562-2200
United States of America

Other provisions (optional). Article 7.The Company shall function as the condominium unit owners association for the 405-407 Century Oak Condominiums, a Condominium, located at 405-407 Century Oak Drive, Waukesha, WI, pursuant to Section 703 Wis. Stats..

Article 8.The Members of the Company shall be the unit owners of said Condominium.

Article 9.

Other **This document was drafted by:**

Information. Ronald M Trachtenberg, ESQ

Organizer Signature:
Ronald M Trachtenberg, ESQ

Date & Time of Receipt:
3/23/2025 3:27:06 PM

Order Number:
202503236637833

ARTICLES OF ORGANIZATION - Limited Liability Company(Ch. 183)

Filing Fee: $130.00
Expedite Fee: $25.00
Total Fee: $155.00

ENDORSEMENT

State of Wisconsin
Department of Financial Institutions

EFFECTIVE DATE	
3/23/2025	

FILED	Entity ID Number F078036

Wisconsin.Gov

State of Wisconsin
Department of Financial Institutions

Corporations Bureau

Form 13 - Domestic Limited Liability Company Statement of Change

Name of Entity

Entity Name or ID:	405-407 CENTURY OAK CONDOMINIUMS UNIT OWNERS ASSOCIATION LLC Entity ID: F076036

Registered Agent

The name of the Registered Agent is changed to:	Yes
	Andew C. Agenten
The street address of the Registered Agent Office is changed to:	Yes
Registered Agent Address:	1807 Oakmontit Trail
Address Line 2:	
City:	Waukesha
State:	WI
Zip:	53188
The email of the Registered Agent is changed to:	Yes
Email:	agenten77@gmail.com

Statements and Signature

I certify that the above change and/or changes are made, the street address of the registered office and the business office of the registered agent as changed are identical:	Yes
Title:	Attorney
Date:	4/21/2026
I understand that checking this box constitutes a legal signature:	Yes
Signature:	Ronald M Trachtenberg, Esq

Delayed Effective Date (Optional)

This document will be effective on the date it is received by the department unless a delayed (future) date is included here.

(Optional) This document has a delayed effective date of:	

Contact Information (optional)

A confirmation and copy of your filing will be sent to the email address provided.

Name:	Ronald M Trachtenberg, Esq
Street Address:	6405 Century Avenue Suite 101
City:	Middleton
State:	WI
Postal Code:	53562-2200
Country:	United States
Phone Number:	6084445699
Email:	rtrachtenberg@fuhrmandodge.com

Endorsement

	FILED
Received Date:	04/21/2025

EXHIBIT IV

Operating Agreement

EXHIBIT IV

OPERATING AGREEMENT OF

405-407 CENTURY OAK CONDOMINIUMS UNIT OWNERS ASSOCIATION, LLC

A Wisconsin Limited Liability Company

THIS OPERATING AGREEMENT ("Agreement") is made and entered into as of 1st day of April,2025, by and between Andrew C. Agenten and Kristin M. Agenten, as Members, and 405-407 Century Oak Condominiums Unit Owners Association, LLC, a Wisconsin limited liability company (the "Company"), and Ronald M. Trachtenberg, Esq., executing this Agreement as organizer of the Company, and hereby state as follows:

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. Formation of LLC.

The Members and Organizer caused to be formed this Wisconsin limited liability company named 405-407 Century Oak Condominiums Unit Owners Association, LLC by filing the Articles of Organization with the Department of Financial Institutions in the State of Wisconsin on the 23rd day of March 2025. The operation of the Company shall be governed by the terms of this Agreement, the Declaration of Condominium of 405-407 Century Oak Condominiums, A

Declaration of Condominium of 405-407 Century Oak Condominiums, A Condominium, as recorded with the Register of Deeds in Waukesha County, hereinafter "Declaration" as same may be amended from time to time, the applicable laws of the State of Wisconsin relating to the formation, operation and taxation of a limited liability company, specifically the provisions under Chapter 183, Wis. Stats., and the applicable laws of the State of Wisconsin relating to the formation and operation of condominium associations, specifically the provisions under Chapter 703, Wis. Stats. To the extent permitted by the Statutes, the terms and provisions of this Agreement shall control in the event there is a conflict between this Agreement and Chapter 183, Wis. Stats.

2. Purposes and Powers.

a) The purposes of the Company shall be:

(i) To act as the designated condominium association designated under Chapter 703.15, Wis. Stats., for the governance and operation of 405-407 Century Oak Condominiums, A Condominium, hereinafter the "Condominium", located in the City of Waukesha, Waukesha County, Wisconsin.

(ii) To perform or engage in any and all activities and/or businesses for which limited liability companies may be engaged under the Statutes as necessary for the governance and operation of the Condominium, located in the City of Waukesha, Waukesha County, Wisconsin, as more specifically set forth in the Declaration.

b) The Company shall have all powers necessary and convenient to affect any purpose for which it is formed, including all powers granted by the Statutes.

3. Members/Voting Powers/Operation of Association.

(a) The Members of the Association shall be the owners of the Units of the Condominium as more specifically set forth in the Declaration. Upon the transfer of ownership of a Unit, the membership of the prior owner(s) shall automatically transfer to the new owner(s) of the transferred Unit. Each Unit shall have one vote in the operation of the Company to be exercised as the owners of that Unit determine.

(b) The Association shall operate in conformity with the provisions of the Declaration, including but not limited to Article VIII thereof.

4. Duration.

The Company shall continue in existence until dissolved, liquidated or terminated in accordance with terms and conditions of this Agreement and, to the extent not otherwise superseded by this Agreement, the Statutes.

5. Registered Office and Resident Agent.

The initial Registered (Resident) Agent and Registered (Resident) Office of the Company Registered Agent and address is Andrew C. Agenten, 3807 Oakmont Trail, Waukesha WI 53188. The Registered Agent and/or Registered Office may be changed from time to time. Any such change shall be made in accordance with the Statutes, or, if different from the Statutes, in accordance with the provisions of this Agreement. If the Registered Agent shall ever resign, the Company shall promptly appoint a successor Agent.

6. Books, Records and Accounting.

a) Books and Records. The Company shall maintain complete and accurate books and records of the Company's business and affairs as required by the Statutes and such books and records shall be kept at the Company's Principal Office and shall in all respects be independent of the books, records and transactions of the Members.

b) Fiscal Year; Accounting. The Company's fiscal year shall be the calendar year with an ending month of December.

7. U.S. Federal I Wisconsin State Income Tax Treatment.

It is the intent that the Company be a non-profit tax exempt condominium association. The Company, to the extent it is not tax exempt as a non-profit, it shall be taxed as a partnership under the provision of the Internal Revenue Code. The Company shall obtain its own federal EIN.

8. Right, Powers and Obligations of Members.

a. The Company, by its Board of Directors, shall have the sole power and authority act for or on behalf of the Company, to do any act to act bind the Company, or incur any expenditures on behalf of the Company.

b. The Company, by its Board of Directors, may designate any officer or officers to act on behalf of the Company.

9. Liability to Third Parties.

The Membesr shall not be liable for the debts, obligations or liabilities of the Company, including under a judgment, decree, or order of a court

Company, including under a judgment, decree or order of a court.

10. Rights. Powers and Obligations of Member/Manager.

The Company is organized as a "member-managed" limited liability company.

11. Ownership Company Property.

Members shall have no ownership interest in such assets or any portion thereof except as specifically set forth in the Declaration. The Company's assets shall be deemed owned by the Company as an entity.

12. Other Activities.

Except as limited by the Statutes, the Members may engage in other business ventures of any manner, without limitation by specification, the ownership of another business similar to that operated by the Company. The Company shall not have any right or interest in any such independent ventures or to the income and profits derived therefrom.

13. Limitation of Liability; Indemnification.

a. The Members (including, for purposes of this Section, any estate, heir, personal representative, receiver, trustee, successor, assignee and/or transferee of a Member) shall not be liable, responsible or accountable, in damages or otherwise, to the Company or any other person for: (i) any act performed, or the omission to perform any act, within the scope of the power and authority conferred on the Members by this agreement and/or by the Statutes except by reason of acts or omissions found by a court of competent jurisdiction upon entry of a final judgment rendered and un-appealable or not timely appealed ("Judicially Determined") to constitute fraud, gross negligence, recklessness or intentional misconduct; (ii) the termination of the Company and this Agreement pursuant to the terms hereof; (iii) the performance by the Members of, or the omission by the Members to perform, any act which the Members reasonably believed to be consistent with the advice of attorneys, accountants or other professional advisers to the Company with respect to matters relating to the Company, including actions or omissions determined to constitute violations of law but which were not undertaken in bad faith; or (iv) the conduct of any person selected or engaged by the Member.

b. The Company, its receivers, trustees, successors, assignees and/or

b. The Company, its receivers, trustees, successors, assignees and/or transferees shall indemnify, defend and hold a Member harmless from and against any and all liabilities, damages, losses, costs and expenses of any nature whatsoever, known or unknown, liquidated or unliquidated, that are incurred by the Member (including amounts paid in satisfaction of judgments, in settlement of any action, suit, demand, investigation, claim or proceeding ("Claim"), as fines or penalties) and from and against all legal or other such costs as well as the expenses of investigating or defending against any Claim or threatened or anticipated Claim arising out of, connected with or relating to this Agreement, the Company or its business affairs in any way; provided, that the conduct of the Member which gave rise to the action against the Member is indemnifiable under the standards set forth herein.

c. Upon application, a Member shall be entitled to receive advances to cover the costs of defending or settling any Claim or any threatened or anticipated Claim against the Member that may be subject to indemnification hereunder upon receipt by the Company of any undertaking by or on behalf of the Member to repay such advances to the Company, without interest, if the Member is Judicially Determined not to be entitled to indemnification.

d. All rights of the Member to indemnification under this Section shall (i) be cumulative of, and in addition to, any right to which the Member may be entitled to by contract or as a matter of law or equity, and (ii) survive the dissolution, liquidation or termination of the Company as well as the death, removal, incompetency or insolvency of a Member.

e. The termination of any Claim or threatened Claim against a Member by judgment, order, settlement or upon a plea of nolo contendere or its equivalent shall not, of itself, cause the Member not to be entitled to indemnification as provided herein unless and until Judicially Determined to not be so entitled.

14. Death, Disability, Dissolution.

a. Death of Member. The death or disability of a Member shall not result in the dissolution of the Company. The Member's interest shall transfer to the transferee of the Member's interest in the Member's Unit.

c. Dissolution. The Company shall dissolve, and its affairs shall be wound upon the removal of the real estate as defined in the Declaration is removed from the condominium form of ownership under Chapter 703, Wis. Stats. or as otherwise required by Chapter 183, Wis. Stats.

15. Miscellaneous Provisions.

a. Article Headings. The Article headings and numbers contained in this Agreement have been inserted only as a matter of convenience and for reference, and in no way shall be construed to define, limit or describe the scope or intent of any provision of this Agreement.

b. Entire Agreement. This Agreement constitutes the entire agreement between the Members and the Company. This Agreement supersedes any and all other agreements, either oral or written, between said parties with respect to the subject matter hereof.

c. Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

d. Amendment. This Agreement may be amended or revoked at any time by a written document executed by the Member owners of both condominium Units.

e. Binding Effect. Subject to the provisions of this Agreement relating to transferability, this Agreement will be binding upon and shall inure to the benefit of the parties, and their respective , heirs, successors and assigns.

f. Governing Law. This Agreement is being executed and delivered in the State of Wisconsin and shall be governed by, construed and enforced in accordance with the laws of the State of Wisconsin.

IN WITNESS WHEREOF, the Members have hereunto set such Member's hand as of the day and year first above written.

405-407 Century Oak Condominiums Unit Owners Association, LLC

By: Andrw C .Agenten, Member

By: Kristin M. Agenten, Member

Andrew .C Agenten, Individual

Kristin M. Agenten, Individual

Organizer Consent

By: Ronald M. Trachtenberg, Esq

Drafted by: Ronald M.Trachtenberg, Esq.