

DISCLOSURE MATERIALS

FOR

RAVINA PARC OWNER'S ASSOCIATION, INC.

Property Address:

2650 S. 60th Street, Units 1-28
Milwaukee, Wisconsin 53219

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

INDEX

RAVINA PARC OWNER'S ASSOCIATION, INC.

1. **EXECUTIVE SUMMARY:** The Executive Summary highlights for a buyer of a condominium unit essential information regarding the condominium. The Executive Summary begins on page A-1.
2. **DECLARATION:** The Declaration establishes and describes the condominium units and the common areas. The declaration begins on page B-1.
3. **BY-LAWS:** The By-Laws contain rules which govern the condominium and affect the rights and responsibilities of unit owners. The By-Laws begin on page C-1.
4. **ARTICLES OF INCORPORATION:** The operation of a condominium is governed by the association of which each unit owner is a member. Powers, duties and operation of an association are specified in its Articles of Incorporation. The Articles of Incorporation begin on page D-1.
5. **MANAGEMENT OR EMPLOYMENT CONTRACTS:** Certain services are provided to the condominium through contracts with individuals or private firms. These contracts begin on page E-1.
6. **ANNUAL OPERATING BUDGET:** The association incurs expenses for the operation of the condominium which are assessed to the unit owners. The operating budget is an estimate of those charges which are in addition to mortgage and utility payments. The Budget begins on page F-1.
7. **RULES AND REGULATIONS:** The Rules and Regulations for the condominium are promulgated by the association. The Rules and Regulations begin on page G-1.

RAVINA PARC OWNER'S ASSOCIATION, INC.

DISCLOSURE MATERIALS

SECTION A

EXECUTIVE SUMMARY

Executive Summary

Ravina Parc Condominiums

This Executive Summary highlights some of the information that prospective buyers of units in Ravina Parc Condominiums are most interested in learning, as well as some of the information that they should consider when contemplating the purchase of a condominium unit. However, there are provisions and information contained in the Disclosure Materials that will be of importance and significance to a unit owner that are not included in this Executive Summary. ***This summary is not intended to replace the buyer's review of the condominium declaration, bylaws and other condominium disclosure materials nor is it a substitute for a professional review of the condominium documents.***

1. Condominium Name. Ravina Parc Condominiums.
2. Condominium Governance. The condominium is governed by Ravina Parc Owner's Association, Inc. (the "Association"), a Wisconsin non-stock corporation. All unit owners are members of the Association.
3. Association Management. The Association has engaged Hunt Management Incorporated to serve as the Managing Agent for the condominium.
4. Association Contact Information.

Contact Name:	Hunt Management
Phone:	(262) 238-1480
Email:	clientservices@huntmanagement.com
Mailing Address:	10520 N. Baehr Road, Suite Q, Mequon, WI 53092

5. Can the condominium be expanded in the future? No.
6. Does the condominium have special amenities or features? No.
7. Maintenance and Repair of Units. Each unit owner, at his or her own expense, is responsible for the maintenance, repair, and replacement of the unit which includes, but is not limited to: walls, floors, ceiling, plumbing and electrical fixtures, windows, window frames, doors (including all glass and locks), screens, lighting, fireplace, appliances, heating, air conditioning and hot water equipment, garage stalls, utility lines and other improvements and fixtures located therein.
 - For specific information, see: Declaration of Condominium ("Declaration"), §§ 1.19, 3.3, as amended, and 3.5.
8. Maintenance and Repair of Common Elements.

Association Responsibilities: The Association is responsible for the management and control—including maintenance, repairs and replacement—of the common elements and limited common elements (except as provided below).

Unit Owner Responsibilities: Unit owners shall keep the limited common elements appurtenant to their units in a neat and orderly condition and free of debris.

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

- For specific information, see: Declaration, §§ 1.6, 5.1, 5.2, 6.1, 7.2, and 9.1; Bylaws, Art. VI, § 6.3 - 6.5.

- 9. Alterations of Units, Common and Limited Common Elements.** A unit owner must obtain the prior written consent of the Association's board of directors before commencing any improvements or alterations that affect the exterior of a unit or any other part of the property.

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

- For specific information, see: Declaration, § 5.1(d).

- 10. Parking.** The number of parking spaces assigned to a unit by deed varies. There are twenty-one (21) outdoor parking spaces and twenty (20) parking garage spaces. Owners with indoor parking spaces must pay \$50.00 twice per year for each parking garage space. There are no guest parking spaces in the condominium.

- 11. Rental of Units:** Units must be owner-occupied or occupied by the owner's immediate family members. Immediate family members include parents, children, grandchildren, great grandchildren, and siblings of the unit owner.

- For specific information, see: Bylaws, Art. VI, § 6.6, as amended.

12. Pets:

Owners are prohibited from keeping pets or other animals in their condominium unit.

- For specific information, see: Declaration, § 11.5.

- 13. Amendments:** Wisconsin law allows the unit owners to amend the Declaration, Bylaws, Rules and Regulations and other condominium documents if the required votes are obtained. Some of these changes may alter your legal rights and responsibilities with regard to your condominium unit.

Declaration: The Declaration may be amended with the written consent of at least seventy-five percent (75%) of the unit owners, subject to mortgagee approval.

By-Laws: The Bylaws may be amended by the affirmative vote of at least sixty-seven percent (67%) of the unit owners.

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

- For specific information, see: Declaration, § 11.1; Bylaws, Art. VI, § 6.2 and Art. VII, § 7.1.

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

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

16. Transfer Fee: The Association does not charge a fee in connection with the transfer of ownership of a unit.

17. Disclosure Material Fee: The actual cost of furnishing the information or \$50.00, whichever is less pursuant to Sec. 703.33(2m)(a) Wis. Stat. The Disclosure Materials are also available on the Managing Agent's website, at no charge – www.huntmanagement.com

18. Payoff Statement Fee: The Association does not charge a fee for providing a payoff statement under § 703.335, of the Wisconsin Statutes. However, if more than one payoff statement is requested for a unit during any two-month period, the Association may charge up to \$25.00 for each additional payment statement, pursuant to § 703.335(4), of the Wisconsin Statutes.

19. Reserves. The Association maintains a reserve fund for replacement, or repair of common elements and other extraordinary expenditures. The Association does not maintain a Statutory Reserve Account.

20. Reserve Balance. The amount of the reserve balance is \$ 35,699.26 • This amount is current as of December 31, 2023 .

21. • For specific information about the reserve balance, contact the Board of Directors.

This Executive Summary was prepared or revised on January 30, 2024.

RAVINA PARC OWNER'S ASSOCIATION, INC.

DISCLOSURE MATERIALS

SECTION B

DECLARATION

5479828

REGISTER'S OFFICE
Milwaukee County, Wis. } 6*
RECORDED AT - 11:05 AM

JUN - 5 1981
REEL 1380 IMAGE

W. J. J. J. J.
REGISTER OF DEEDS

238 to
286
mil.

DECLARATION OF CONDOMINIUM

FOR

RAVINA PARC CONDOMINIUMS

2650 South 60th Street
City of Milwaukee, Wisconsin

DOC # RECORD 5479828

Ravina Parc Investments - DECLARANT

"DISCLOSURE MATERIALS"

FOR

RAVINA PARC CONDOMINIUMS

2650 South 60th Street
City of Milwaukee, Wisconsin
Dated: Feb. 1, 1981

DECLARANT

Ravina Parc Investments

DECLARANT'S AGENT

Thomas J. Schemberger
2857 N. Lake Drive
Milwaukee, Wisconsin 53211

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.

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

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.

INDEX

1. DECLARATION. The Declaration establishes and describes the condominium, the units and the common areas. The Declaration begins on Page 1.

2. FLOOR PLAN AND MAP. The Declarant has provided a floor plan of the unit being offered for sale and a map of the condominium which shows the location of the unit you are considering and all facilities and common areas which are part of the condominium. The map and floor plan follow Page 32.

3. BYLAWS. The Bylaws contain rules which govern the condominium and effect the rights and responsibilities of unit owners. The bylaws begin on Page 34.

4. ARTICLES OF INCORPORATION. The operation of a condominium is governed by the Association, of which each unit owner is a member. Powers, duties, and operation of an Association are specified in its Articles of Incorporation. The Articles of Incorporation begin on Page 49.

5. ANNUAL OPERATING BUDGET. The Association incurs expenses for the operation of the condominium which are assessed to the unit owners. The operating budget is an estimate of those charges which are in addition to mortgage and utility payments. The budget begins on Page 54.

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

DECLARATION OF CONDOMINIUMFORRAVINA PARC CONDOMINIUMS

This Declaration is made pursuant to the Condominium Ownership Act, Chapter 703, Wis. Stats., this first day of June, 1981, by Ravina Parc Investments, a Wisconsin limited partnership.

TABLE OF CONTENTS

<u>Title</u>	<u>Page</u>
DEFINITIONS	
1.1 Act	6
1.2 Association	6
1.3 Articles	6
1.4 Board	6
1.5 Bylaws	6
1.6 Common Areas	6
1.7 Condominium Documents	6
1.8 Declaration	6
1.9 Declarant	6
1.10 Improvements	6
1.11 Limited Common Elements	6
1.12 Owner or Unit Owner	6
1.13 Joint Owner	7
1.14 Manager	7
1.15 Percentage of Ownership Interest	7
1.16 Property	7
1.17 Rules and Regulations	7
1.18 Section	7
1.19 Unit	7
1.20 May/shall	8
STATEMENT OF DECLARATION	
2.1 Purpose	8
2.2 Declaration	8
2.3 Legal Description of Property	8
2.4 Name	8
DESCRIPTION OF BUILDINGS AND UNITS	
3.1 Description of Buildings	9
3.2 Designation, Location and Layout of Units	9
3.3 Unit Facilities (AMENDED 10/12/92)	9
3.4 Use (AMENDED 6/10/98)	9
3.5 Unit Maintenance	10
OWNERSHIP OF UNITS	
4.1 Exclusive Ownership of Units	10
4.2 Percentage of Ownership Interest	10

4.3 Easements for Access	(AMENDED 10/12/92)	11
4.4 No Partition of Units		11
COMMON ELEMENTS		
5.1 Use of Common Elements		11
5.2 Construction of Improvements, Maintenance, and Repairs		12
5.3 No Partition, Encumbrance or Transfer of Common Elements		12
LIMITED COMMON ELEMENTS		
6.1 Designation of Limited Common Elements		12
6.2 Use of Limited Common Elements		13
6.3 GARAGE (Amended 8/31/82	6.4 GARAGE AMENDED 5/13/87 deleted 10/12/92)	
DAMAGE OR DESTRUCTION		
7.1 Unit Damage		13
7.2 Damage to Common Elements		15
7.3 Waiver of Partition; Vote for Repairs		16
7.4 Vote for Sale of Property in the Event of Damage		17
CONVEYANCE OF UNIT		
8.1 Interests Included in Conveyance		17
8.2 Notification of Conveyance		17
EXPENSES, ASSESSMENTS, LIENS AND COLLECTION		
9.1 Common Expenses and Assessments Against Units and Unit Owner		17
9.2 Payment of Assessments		19
9.3 Delinquent Assessments: Interest, Lien and Collection		20
9.4 Insurance		21
ASSOCIATION OF UNIT OWNERS		
10.1 Association Responsibilities		22
10.2 Membership: Voting		22
10.3 Powers of the Association		23
10.4 Board: Exercise of Association Powers		25
10.5 Personal Liability		25
10.6 Unit Owner's Lack of Authority to Bind Association		25
10.7 Execution of Documents		25
MISCELLANEOUS		
11.1 Amendments to Declaration		26
11.2 Service of Process		26
11.3 Indemnification of Unit Owners		26
11.4 Signs & Window Treatments		27
11.5 Animals, Plants and Insects		28
11.6 Prohibited Activity: Quiet Enjoyment of Property		28
11.7 Excavations		28
11.8 Trash and Refuse		28
11.9 Discrimination: Restrictive Covenants		28
11.10 Encroachments: "As-Built" Controls		29
11.11 Indemnifications		29
11.12 Enforcement: Cumulative Remedies: Non-Waiver		29
11.13 Severability		30
11.14 Covenants Run with Land: Term		30

11.15 No Surcharge of Estates	30
11.16 Mortgage Holders	30
11.17 Notices	31
11.18 Captions and Section Headings	31
11.19 Non-Homestead	31
11.20 Termination	31
11.21 Certification of Notice to Tenants	31

DEFINITIONS

1.1 "Act" shall mean the Condominium Ownership Act of the State of Wisconsin, Chapter 703, Wis. Stats., now in effect and as may be amended.

1.2 "Association" shall mean the Ravina Parc Owner's Association, Inc., a non-profit non-stock corporation which is comprised of all Unit Owners acting as a group in accordance with the Act, this Declaration, the Articles and the Bylaws, and which shall be administered and operated by a Board of Directors.

1.3 "Articles" shall mean the articles of incorporation for Ravina Parc Owner's Association, Inc., a non-profit non-stock corporation organized under Chapters 703 and 181 of the Wisconsin Statutes.

1.4 "Board" shall mean the Board of Directors of the Association.

1.5 "Bylaws" shall mean the Bylaws of the Association.

1.6 "Common Areas", "Common Areas and Facilities", and "Common Elements" shall all mean the entirety of all lands, structures and improvements of whatever kind or nature (excluding the Units) which are located on, comprise a part of, or are appurtenant to the Property subject to this Declaration. All the Common Elements shall be owned by all the Unit Owners as tenants-in-condominium under the Act in proportion to their percentages of ownership interest as specified in Exhibit B and shall include all Limited Common Elements.

1.7 "Condominium Documents" shall mean this Declaration, the Articles, the Bylaws and any Rules or Regulations adopted by the Board from time to time, as any of the foregoing may be amended from time to time.

1.8 "Declaration" shall mean this Declaration of Condominium, as amended from time to time, together with any and all Supplementary Declarations which may be recorded.

1.9 "Declarant" shall mean Ravina Parc Investments, a Wisconsin limited partnership (hereinafter at times called "Ravina Parc Investments") or any successor thereof, provided such successor is designated in writing as a successor to the rights of declarant hereunder.

1.10 "Improvements" shall mean all buildings, fixtures, roads, driveways, parking areas, fences, plants, lawns, gardens, landscaping and all structures, recreational areas, and other facilities or items of any kind located on the Property (excluding the Units).

1.11 "Limited Common Elements" shall be those Common Elements assigned to each Unit, which are reserved for the exclusive use of the Unit and the occupants of the Unit, i.e. parking space as designated and basement storage lockers.

1.12 "Owner" or "Unit Owner" shall mean the fee simple owner(s) of record title to the Unit, including: a) Declarant; and b) all joint Owners of

a Unit, who shall be treated collectively as one Unit Owner regardless of the type of tenancy or estate; and c) all successors and assigns of such Owner or joint Owner.

1.13 "Joint Owner" shall mean an owner of record of any partial or shared legal ownership interest in a Unit, regardless of whether held jointly, in common, or in some other form of tenancy of estate, together with all successors and assigns.

1.14 "Manager" shall mean any professional managing agent, whether an individual, firm, or corporation, who may be appointed by Declarant or retained by the Association to manage the Common Elements and the operation of the Association.

1.15 The "percentage of ownership interest" shall be appurtenant to each Unit and shall include an undivided interest in all Common and Limited Common Elements, all in the percentage specified for each such Unit in the "Schedule of Units and Percentages of Ownership Interest" attached to the Declaration as Exhibit B and an undivided 1/28th interest in all assets and liabilities of the Association.

1.16 "Property" shall mean the Units, the real estate described in Section 2.3 and all Improvements thereon, together with such additional Units, real estate and Improvements as may hereafter be subjected to the provisions of this Declaration by amendment in accordance with Section 11.1, and all water, mineral, air and other rights, title, easements and interests appurtenant to the real estate.

1.17 "Rules and Regulations" shall mean those Rules and Regulations as may be adopted by the Board from time to time in accordance with the Declaration and the Bylaws.

1.18 A "Section" means a section of this Declaration (eg. 1.18) and includes and refers to all subsections (eg. (a)), paragraphs (eg. (1)) and subparagraphs (eg. (i)) unless a particular subsection, paragraph or subparagraph is specified.

1.19 "Unit" shall mean a part of the Property subject to the Declaration intended for independent use and enjoyment as a single-family residential dwelling unit, consisting of one or more cubicles of air at one or more levels of space, having the following boundaries:

a) the vertical boundaries shall be: the interior undecorated surfaces of the perimeter walls of the Unit on each floor or floors of the Unit.

b) the horizontal boundaries shall be: (i) lower boundary - the place or places of the upper surface of the base level floor or floors; (ii) upper boundary - the plane or planes of the interior undecorated ceilings.

c) All windows, window frames, patio doors and entry doors, including all glass and locks in windows and doors, shall be considered a part of the Unit.

1.20 "may" means something which is permissible or can be done without any obligation that it be done (whether expressed or implied); and "shall" means something which must be done.

STATEMENT OF DECLARATION

2.1 PURPOSE.

The purpose of this Declaration is to submit the Property to the condominium form of use and ownership as provided under the Condominium Ownership Act of the State of Wisconsin and this Declaration.

2.2 DECLARATION.

a) The Declarant hereby declares that declarant is legal title holder of the Property which is hereby submitted to the condominium form of use and ownership pursuant to the Act, this Declaration and the other Condominium Documents.

b) The Property and all parts thereof shall be held, conveyed, transferred, encumbered, leased, assigned, improved, occupied and used subject to the terms, conditions and provisions of this Declaration, the other Condominium Documents and the Act (to the extent not contrary to the Condominium Documents), all of which shall be deemed to be covenants running with the land and shall bind the Declarant and its respective successors and assigns and all parties now or hereafter having any legal or equitable interest in the Property or any portions thereof whether as Owners, joint Owners, lessees, users, mortgagees, encumbrancers or otherwise.

2.3 LEGAL DESCRIPTION OF PROPERTY.

The Property which is hereby submitted to the Act and this Declaration is certain real estate located in the City of Milwaukee, County of Milwaukee, Wisconsin, and legally described as:

LOTS SEVEN (7), EIGHT (8) AND NINE (9) IN BLOCK ELEVEN(11) IN FOREST DOWNS ADDITION NO. 2, BEING A SUBDIVISION OF A PART OF THE NORTH WEST ONE-QUARTER (1/4) OF SECTION ELEVEN (11), IN TOWNSHIP SIX (6) NORTH, RANGE TWENTY-ONE (21) EAST, IN THE CITY OF MILWAUKEE.

Such real estate is also described and shown on the Plat attached hereto as Exhibit "A-1".

2.4 NAME.

The Property, including all Units and Improvements, shall be known at "Ravina Parc Condominiums."

DESCRIPTION OF BUILDINGS AND UNITS3.1 DESCRIPTION OF BUILDING.

There is one (1) 2-story building constructed on the real estate, which contains 28 Units, such that there are a total of 28 Units comprising the Ravina Parc Condominium, with a total of 19 one bedroom Units, 8 two bedroom Units and 1 three bedroom units and a basement with one storage locker for each Unit.

The Building is constructed principally of wood, brick, concrete block and poured concrete, with a tar and gravel roof. The location of the Building is set forth on the Plat attached as Exhibit A-1.

3.2 DESIGNATION, LOCATION AND LAYOUT OF UNITS.

The unit number of each Unit and its location, floor plan and approximate area are set forth in the "Schedule of Units" attached as Exhibits A-2 through A-15. The Common Elements to which each Unit has immediate access are the hallways adjoining the Unit within the Building, all as further depicted on the Plat attached and on the floor plans attached.

3.3 UNIT FACILITIES.

The following items, areas and facilities (hereafter referred to as "facilities of a Unit") shall not be considered Common Elements but shall be considered a part of the Unit owned by the Unit Owner to the extent that such items, areas or facilities are within the exterior boundaries of the Unit or are used by or service that Unit alone: (a) equipment, appliances, fixtures, ducts, lines, pipes and laterals for services such as sewer, electric power, gas, water, heat and air conditioners; and (b) all other apparatus, equipment, fixtures and materials used in conjunction with, or servicing, such Unit alone.

Each Unit is served by an individual air-conditioning unit which shall be considered one of the facilities of the Unit to be maintained and repaired by the Unit Owner. Each Unit Owner shall be responsible for all costs of air-conditioning his/her unit.

3.4 USE.

a) Each Unit shall be used by the Unit Owner and/or any other occupants solely as a single-family residential dwelling and shall not be occupied at any time by more than four (4) persons, regardless of whether related or unrelated by blood, marriage, or adoption. No owner of a Unit shall convey thereto or permit occupancy thereof by a grantee or occupant under lease or otherwise anyone who has a household therein which includes a child under the age of twelve (12) years. No Unit may be used at any time for conducting any business or commercial activity of any kind, except that any Unit may be leased by a Unit Owner to tenants for terms of not less than one (1) year and any Unit Owner or tenant may conduct business from the Unit by telephone, but only to that extent; provided that Declarant may use any

Unit(s) which it owns as a sales office and/or model unit in conjunction with its sales activities and Declarant and any mortgagee who has or acquires possession of or title to a Unit may also lease any such Unit(s) for terms of not less than 30 days.

b) Use of each Unit shall also be subject to the Act, the other provision of this Declaration, and the Bylaws and all Rules or Regulations as may be adopted by the Board from time to time.

3.5 UNIT MAINTENANCE.

a) Each Unit and all its facilities, and other fixtures, appliances and equipment located within or designated as a part of such Unit shall at all times be maintained and repaired by the Unit Owner, at such Unit Owner's expense.

b) Upon the failure of any Unit Owner, after reasonable notice, to perform any maintenance or repairs to a Unit or its facilities which the Board may determine necessary or advisable for protection of Common Elements or for aesthetic reasons, the Association may (at its option) perform the same and may make Special Assessments against the Unit and the Unit Owner for the cost thereof, either before or after such maintenance or repairs are performed. There shall be a perpetual easement for the Association and its officers, directors, employees, agents, servants and independent contractors to enter the Unit at all reasonable times upon advance notice to the Unit Owner (and in emergencies without notice) to perform such maintenance or repairs which the Board determines necessary or reasonable and which it elects to perform.

OWNERSHIP OF UNITS

4.1 EXCLUSIVE OWNERSHIP OF UNITS.

Each Unit Owner shall be entitled to exclusive use, ownership and possession of his, her or their Unit, subject to the limitations, restrictions and other provisions of the Act, this Declaration, and the other Condominium Documents.

4.2 PERCENTAGE OF OWNERSHIP INTEREST.

a) Each Unit Owner shall own an undivided interest in all Common and Limited Common Elements equal to the percentage of ownership interest as specified for that Unit in Exhibit B, plus 1/28th undivided interest in all assets and liabilities of the Association.

b) A Unit Owner's ownership interest in all Common Elements and in all hazard insurance proceeds, condemnation award and other assets and liabilities of the Association may not be modified in any respect or for any reason without the prior written consent of such Unit Owner and the holder(s) of any mortgage interest(s) in such Unit, and the prior written consent (in the form of a recorded amendment to this Declaration) of all unit owners and their mortgagees.

4.3 EASEMENTS FOR ACCESS.

Each Unit Owner and all tenants or other occupants of a Unit (except as otherwise provided under any leases) shall have the following non-exclusive rights and easements which shall be appurtenant to and shall pass with title to every Unit and may be exercised in accordance with the Act, this Declaration and the other Condominium Documents: a right of ingress and egress over and across driveways, walks, hallways, stairs and other Common Elements necessary for pedestrian access to the Unit and to all Limited Common Elements reserved for that Unit, provided such access is not on or over Limited Common Elements reserved for other Unit(s); and a right of ingress and egress over and across driveways and parking areas necessary for vehicular access to parking stalls reserved for the exclusive use of such Unit, provided such access is not on or over Limited Common Elements reserved for any other Unit(s).

4.4 NO PARTITION OF UNITS.

If any Unit shall be owned by two or more joint Owners, nothing contained in this Declaration shall prohibit a judicial partition of such Unit as between such joint Owners so long as such partition does not involve a physical partition, separation or division of the Unit into two or more residential dwelling units. No Unit shall be physically partitioned, separated or divided into two or more residential dwelling units.

COMMON ELEMENTS

5.1 USE OF COMMON ELEMENTS.

a) Each Unit Owner and his, her or their tenants (except as otherwise provided under any leases) shall have a non-exclusive right and easement to use and enjoy all Common Elements (other than Limited Common Elements reserved for the exclusive use of any Unit), all subject to the Act, this Declaration, the Bylaws and any Rules or Regulations adopted by the Board from time to time.

b) Except for damages covered by insurance maintained by the Association, each Unit Owner shall be responsible and liable to the Association for any damage (except ordinary wear and tear) to the Common Elements caused by or at the direction of such Unit Owner or any tenant, guest or occupant of the Unit or caused by improvements or repairs to, or by a lack of maintenance of, the Unit or the Limited Common Elements appurtenant to the Unit.

c) There shall be no obstruction of any Common Elements (other than for temporary parking of motor vehicles in designated Parking Areas) or as necessary for repairs to the Property or for excavation or construction of Improvements to the Common Areas, nor shall anything be kept or stored in or upon any part of the Common or Limited Common Elements (other than as otherwise expressly authorized under this Declaration or the other Condominium Documents) without the prior written consent of the Board.

d) Nothing shall be removed from nor erected, replaced, altered, or constructed in or about the Common or Limited Common Elements without the Board's prior written consent, unless specifically authorized under the Condominium Documents.

5.2 CONSTRUCTION OF IMPROVEMENTS, MAINTENANCE, AND REPAIRS.

a) The Association shall be responsible for maintenance and repair of all existing Improvements and for construction, maintenance and repair of all other Improvements which the Association may wish to install, except as otherwise provided in any of the Condominium Documents. All such costs and expenses for maintenance or repair of any Improvements or for construction or installation of any Improvements (other than for construction of existing Improvements) shall be considered common expenses to be shared equally by the Owners of all Units. All costs and expenses for maintenance and repair of roads, drives, walks, sanitary sewers, storm sewers, water lines, laundry machines, and other utilities or services within or comprising the Common Elements and available for use by more than one Unit shall also be common expenses and shall likewise be shared equally by all Unit Owners. Declarant shall not be responsible or liable for any costs or expenses for construction or installation of Improvements beyond the existing Improvements reflected in the Plat and floor plans.

b) No Unit Owner may exempt himself or herself from liability for common expenses, regardless of the form of ownership of the Unit or the extent of use of the Common Elements by such Owner or other Occupants of the Unit.

5.3 NO PARTITION, ENCUMBRANCE OR TRANSFER OF COMMON ELEMENTS.

a) There shall be no partition of the Common Elements through judicial proceedings or otherwise without the prior written consent of all Unit Owners and their mortgagees unless this Declaration is terminated and the Property is withdrawn from the terms of any statutes applicable to condominium ownership.

b) Neither the Declarant nor the Association may abandon, subdivide, encumber, sell or transfer any of the Common Elements apart from an encumbrance, sale or transfer of a Unit without the prior written consent of all Unit Owners (other than Declarant) and their mortgagees, except for easements or right-of-ways which may be granted under Subsection 10.3(c) and lien rights as may be granted or as may arise against the percentage of ownership interest in Common Elements appurtenant to a Unit.

LIMITED COMMON ELEMENTS

6.1 DESIGNATION OF LIMITED COMMON ELEMENTS.

a) The Limited Common Elements appurtenant to each respective Unit will be reserved for the exclusive use of the Unit Owner and shall consist of: (a) one basement storage area as set forth on the basement plan as Exhibit A-16; designated by the same number as the Unit to which it is assigned by Declarant; and (b) one parking stall as designated in the deed to the Unit from Declarant by reference to a parking stall number set forth on Exhibit A-17.

b) There are a total of 12 "Extra Parking Stalls" in addition to the parking stall to be assigned to each Unit in accordance with Section 6.1 (a) above. Each Extra Parking Stall shall constitute an additional Limited Common Element that may be separately sold and conveyed by Declarant to any Unit Owner(s) and, thereafter, may be used by such Unit Owner as an additional Limited Common Element appurtenant to such Owner's Unit. Notwithstanding any other provision of the Condominium Documents or the Act to the contrary, any Additional Parking Stall may be separately sold, conveyed or leased to the Owner of any other Unit by the Owner of the Unit to which such Additional Parking Stall is then appurtenant and Declarant, prior to its initial sale of all Units, may lease any Additional Parking Stall(s) to tenants of any Unit(s) owned by Declarant. The ownership of such Additional Parking Stall(s) by a Unit Owner shall not result in any increase in such Owner's percentage of ownership interest in the Common Elements nor in the amount of General Assessments payable by such owner.

6.2 USE OF LIMITED COMMON ELEMENTS.

a) Except as may be authorized by the Rules and Regulations, no Limited Common Elements may be used for temporary or permanent storage of articles, equipment, vehicles or materials of any kind, except for parking of light trucks and automobiles in parking stall(s) and the storage of articles in the basement storage area for the Unit. No flammable, explosive or other dangerous substances, liquids or materials shall be stored or kept by any Unit Owner in his/her basement storage area.

b) The rights to exclusive use and enjoyment of the Limited Common Elements appurtenant to a Unit shall not be subject to transfer or conveyance apart from a transfer or conveyance of the Unit to which they are appurtenant, except for Additional parking Stalls which may be transferred and conveyed separately from the Unit to an owner of another Unit. Such rights to use and enjoy all Limited Common Elements then appurtenant to a Unit shall automatically pass with the transfer or conveyance of fee simple title to the Unit.

c) The use of parking stalls and the basement storage area appurtenant to the a Unit shall be subject to such Rules and Regulations as the Board may adopt from time to time.

DAMAGE OR DESTRUCTION

7.1 UNIT DAMAGE.

a) This Section shall apply in the event of any damage or destruction to all or part of any Unit from one or more occurrences.

b) The Owner(s) of a Unit shall be solely responsible for all repairs, reconstruction and rebuilding of such Unit and all its facilities and contents in the event of any damage of any kind resulting from any cause(s) whatsoever, except that this provision shall not preclude or otherwise affect

the Unit Owner's right to recover any such costs and expenses from any person(s) responsible for such loss. The Association shall be responsible, and shall reimburse the Unit Owner, for the cost of repairs or replacements required by reason of physical damage to a Unit or its contents or the contents of the basement storage area if (and only if) such damage is caused by the clogging, breakage, lack of repair or defective or damaged condition of any Common Elements or by any insured fire or other casualty or occurrence for which the Association has insurance coverage, but only to the extent of such coverage.

c) Any Unit damaged by fire or other casualty or occurrence of any kind shall be promptly repaired, reconstructed or rebuilt by the Unit Owner, at his, her or their expense, (following completion of repairs or rebuilding by the Association of the Common Elements necessary therefor) if the cost of such repairs is reasonably estimated to be less than 50% of the fair market value of the Unit prior to the date of initial damage or destruction, as determined on a cost approach basis.

d) The proceeds of collectible insurance maintained by the Association under Sec. 9.4(a)(5) shall be made available for the purpose of repairing and rebuilding those damaged portions of a Unit so insured, upon submission of contractor's invoices and lien waivers for work performed, unless the Owner or mortgagee of such damaged Unit and the Owners or mortgagees of at least two-thirds of all other Units agree in writing that such insurance proceeds need not be so applied, in which event the insurance proceeds attributable to such insured portions of a damaged Unit shall be paid to the Unit owner and the mortgagee as their interests may appear.

e) If the cost of repair, reconstruction or rebuilding of such a damaged Unit is reasonably estimated to be 50% or more of the Unit's fair market value prior to the date of initial damage, as determined on a cost approach basis, the Owner shall serve a written notice to the Board within thirty (30) days after the completion of repairs to Common Elements necessary for commencement of repairs to the Unit stating whether or not such Unit will be repaired, reconstructed or rebuilt.

f) In the event a Unit owner fails to promptly perform any repairs, reconstruction or rebuilding, or serves written notice of an intent not to repair, reconstruct or rebuild, or fails to serve a written notice as required under subsection 7.1(d) within the time provided, the Association shall have the option to purchase such Unit (upon the vote of a majority of the Board) for 80% of the fair market value of the Unit (assuming such Unit was repaired to the extent of any proceeds of available insurance maintained under Sec. 9.4(a)(5) unless previously paid to the Unit Owner or mortgagee, in which case such value shall be the then existing condition) which shall be determined on a market approach basis by a qualified appraiser selected by the Board prior to the exercise of such option; provided, however, such purchase price shall not be less than the total indebtedness due on any first mortgage on such Unit. Such option shall be exercised by the Association, if at all, within 90 days following the receipt of written notice from the Unit Owner of

an intent not to repair or rebuild or within 90 days following completion of repairs to the Common elements necessary for such Owner to commence repairs to the Unit and the failure of the Unit Owner to so commence such repairs within 45 days following completion of repairs to the Common Elements. The Association shall not be entitled to exercise this option to purchase without either fully satisfying any outstanding first mortgage on the Unit or attaining the prior written consent of the holder of any such first mortgage and, upon exercise of such option, all proceeds of insurance maintained under Sec. 9.4(a)(5) shall then be payable to the Association which shall repair the Unit to the extent of such available proceeds recovered for damage to the Unit.

g) In the event the cost of repair, reconstruction or rebuilding of damage to a Unit is reasonably estimated to be less than 50% of the Unit's fair market value prior to the date of such damage or destruction (determined on a cost basis), it shall be conclusively presumed that each Unit Owner voted and the Association determined on the 30th day following the completion of repairs to Common Elements necessary for commencement of repairs to the Unit that the Unit shall be repaired, reconstructed or rebuilt by the Unit Owner. If the cost of repair, reconstruction or rebuilding of damage to a Unit is reasonably estimated to be 50% or more of such fair market value, it shall be conclusively presumed that each Unit Owner voted and the Association determined (on the 30th day following completion of repairs to Common Elements necessary for commencement of repairs to the Unit) that such Unit shall be repaired, reconstructed or rebuilt within 90 days thereafter to the extent such repairs would be covered by insurance proceeds available to the Unit Owner of the Association for such purpose and additional repairs, reconstruction and rebuilding need not be undertaken by the Unit Owner in absence of any obligation to do so to a first mortgagee, unless the Unit Owner, the holder of any first mortgage on the unit and at least two-thirds of the Owners or mortgagees on all other Units determine otherwise in writing prior to such a presumed determination by the Association. However, nothing contained in this subsection shall preclude the Association from exercising its option to purchase such Unit under subsection 7.1(f) or preclude the Association or the Unit Owner (if the Association does not exercise such option to purchase) from thereafter repairing, reconstructing or rebuilding the Unit at any time.

7.2 DAMAGE TO COMMON ELEMENTS.

a) This Section and Article VI, Sec. 6.5 of the Bylaws shall apply in the event of any damage or destruction to all or part of any Common or Limited Common Elements resulting from one or more occurrences.

b) Each Unit Owner shall promptly repair any damage to the Limited Common elements appurtenant to his/her Unit caused by such Unit Owner or any tenant or occupant of the Unit. The occurrence of any damage to any Limited Common Elements shall constitute a vote by each Unit Owner and a decision by the Association on the 30th day following such damage that the same shall be repaired by the Unit Owner as provided above.

c) Proceeds of insurance maintained by the Association under Sec. 9.4 shall be used to repair, reconstruct or replace any damage to Common Elements to the extent available, unless all Owners of Units and their mortgagees agree in writing that such repairs or replacements should not be performed in which event such insurance proceeds shall first be used to raze and remove or to permanently seal or cover the damaged items and to preserve the functional utility and aesthetic appearance of the Property.

d) The Association shall repair, reconstruct or replace any damaged portions of Common Elements (other than storage lockers if damaged by the Owner or other occupant of the Unit to which it is appurtenant) to substantially the same condition as existed immediately prior to such damage if the costs of repair of such damage resulting from any single occurrence or series of occurrences are reasonably estimated to be covered by or to be less than \$40,000 above the amount of available insurance proceeds (based upon 1981 value), unless the Owners of all Units and their mortgages agree in writing that such repairs should not be performed. The performance of repairs by the Association shall constitute consent by each Unit Owner and mortgagee that such repairs should be performed, and any vote or written agreement by the Unit Owners or mortgagees not to have such repairs performed shall be effective only for repair work not already performed by the Association.

e) If the cost of repairs for damage to Common Elements is estimated to be \$40,000 or more in excess of the amount of available insurance proceeds (based upon 1981 value), such repairs shall be performed upon the vote or written agreement to do so by a majority of the Owners of Units or their mortgagees.

7.3 WAIVER OF PARTITION; VOTE FOR REPAIRS.

By acceptance of a deed or other transfer or acquisition of any legal or equitable interest in the Property or in any Unit, each Unit Owner, joint Owner, mortgagee, and other transferee:

a) irrevocably waives all rights, and agrees not to prosecute any claim, for partition of the Property or any part thereof (including any Unit) as may otherwise be available under the Act or under Section 812.02, Wis. Stats. (as may be amended), or under any other laws of the State of Wisconsin, unless prior written consent to partition is obtained from each Unit Owner and their mortgagees;

b) agrees that (regardless of any other provision of this Declaration or the other Condominium Documents) the completion of repairs, reconstruction or rebuilding of damage to all or part of the Property in accordance with Section 7.2 shall constitute consent by each Unit Owner and mortgagee and a determination by the Association that such repair, reconstruction or rebuilding should be performed and further agrees that the provision of Section 7.2 shall constitute a vote by each Unit Owner and a decision by the Association that repairs, reconstruction or replacement of Common Elements shall or shall not be performed as provided under Section 7.2;

c) agrees that in the event of damage or destruction of any part of a Unit, the provisions of Section 7.1 shall constitute a vote by each Unit Owner and a decision by the Association that the same shall be repaired by the Unit Owner as required under Section 7.1, provided that such a vote and decision shall in no way obligate the Association or any Unit owner (other than the Owner of the damaged Unit) to perform or pay for any costs incident to repair, reconstruction, rebuilding or razing and removal of the damaged Unit beyond the extent of available insurance proceeds.

7.4 VOTE FOR SALE OF PROPERTY IN THE EVENT OF DAMAGE.

The unanimous vote of all Unit Owners and consent of their mortgagees shall be required for any sale of the entire Property or a portion thereof or for partition of the Property in the event of damage or destruction of all or part of the Property and the failure of any Unit Owner or mortgagee to vote in favor of such a sale shall constitute a decision by the Association not to sell.

CONVEYANCE OF UNIT

8.1 INTERESTS INCLUDED IN CONVEYANCE.

No Unit Owner may sell, convey or transfer any legal or equitable interest in his, her or their Unit without including the ownership interest in the Common Elements and in all assets and liabilities of the Association appurtenant to the Unit; and any deed, mortgage or other instrument purporting to affect one or more of such interests, without including them all, shall be deemed to include all such rights, title, interests and obligations of the Unit Owner.

8.2 NOTIFICATION OF CONVEYANCE.

Within 5 days after a sale, transfer or conveyance (by land contract or otherwise) of any legal or equitable interest in a Unit, the purchaser or mortgagee shall deliver notice to the Association stating: a) the date of the conveyance; b) the Unit; c) the purchaser's or mortgagee's name and mailing address; and d) the name and address of the Designee of such purchaser, if any; and e) any other information as may be required under the Condominium Documents or as may be reasonably requested by the Board.

EXPENSES, ASSESSMENTS, LIENS AND COLLECTION

9.1 COMMON EXPENSES AND ASSESSMENTS AGAINST UNITS AND UNIT OWNERS.

a) The Board shall pay or arrange for payment for all costs, expenses and liabilities incurred by the Association out of the proceeds of assessments which shall be made against the Unit Owners and their Units.

b) "Special Assessments" may be made by the Board against a particular Unit Owner and his, her or their Unit for:

- 1) costs and expenses (anticipated or incurred) for damage to Common Elements caused by or at the direction of that Unit

Owner or guests or tenants of the Unit Owner or other occupants of the Unit;

- 2) costs, expenses and actual attorneys fees incurred in, or in anticipation of, any suit, action or other proceeding to enforce the Act, the Declaration, the Bylaws, or the Rules and Regulations against the Unit Owner or other occupant of the Unit;
- 3) costs and expenses (anticipated or incurred) for emergency repairs to the Unit;
- 4) liabilities, costs and expenses incurred by the Association as a result of any temporary or permanent condition or defect of the Unit or the storage area appurtenant to the Unit;
- 5) interest due on general and Special Assessments;
- 6) forfeitures and other penalties levied by the Board for violations of the Condominium documents by a Unit Owner or the tenants or guests of the Unit owner or occupants of a Unit;
- 7) all other costs and expenses anticipated or incurred by the Association which are subject to Special Assessments as provided under this Declaration or the Bylaws.

c) "General Assessments" shall be made and levied by the Board against each Unit owner and his, her or their Unit for the following "common expenses" which may be anticipated, incurred or paid by the Association for:

- 1) maintenance, security, repairs, upkeep or operation of Common elements and any additional Common Elements acquired by the Association.
- 2) insurance maintained by the Association;
- 3) taxes, assessments and charges of any kind made or levied by any governmental authority against the Association or upon any property of the Association;
- 4) all costs and expenses for the operation and administration of the Association, including legal, accounting and management fees and other costs incident to the exercise of any of its powers or obligations;
- 5) costs and expenses for additional Improvements of any kind beyond the existing Improvements reflected in the Plat and floor plans;
- 6) all items subject to Special Assessment which have not been collected from a Unit Owner at the time payment of such item is due, provided that upon collection of the Special Assessment from that Unit Owner, all other Unit Owners shall receive an

adjustment, reimbursement or other appropriate credit on future General Assessments, as the Board determines appropriate, for payments made under this paragraph;

7) all damages, costs, expenses and attorney fees incurred in, or in anticipation of, any suit or proceeding (whether administrative, legislative or judicial) which are not otherwise collected by Special Assessment;

8) all other costs and expenses covered by the annual operating budget or declared to be common expenses under the Act, this Declaration, or the Bylaws.

The General Assessments shall be levied equally (that is, 1/28th) against each Unit and the Owner of such unit for all common expenses other than: (i) premiums for insurance maintained under Section 9.4(a); (ii) sewer, water and heating expenses; and (iii) electrical costs for common areas. General Assessments for common expenses involving premiums for insurance under Section 9.4(a), sewer and water and heating expenses, and electrical costs for common areas shall be levied against each Unit and the Owner of such Unit based upon the percentage of ownership interest appurtenant to the Unit as set forth in Exhibit B.

d) The Association shall Maintain separate books and records for General and Special Assessment accounts of the Unit Owners, as necessary, provided that all funds received by the Board from either assessment may be commingled and thereafter disbursed to pay any costs or expenses incurred by the Association which would be subject to General or Special Assessment.

e) Declarant shall be responsible for all assessments levied against any Unit prior to a sale of such Unit by Declarant. However, Declarant shall not be responsible for any General or Special Assessments for improvements, capital expenditures, reserves, or replacement funds of any kind which may be levied by the Board. The Board may at any time levy assessments for such purposes against the Unit Owners (other than Declarant) and against all Units, including those owned by Declarant, except that such assessments against any Unit(s) owned by Declarant shall not be due or otherwise collectible until Declarant conveys legal title to such Unit and then only from the Declarant's successors in interest, with the lien therefor to be effective as of the date of transfer of legal title.

f) The percentages of ownership interest as set forth in Exhibit B may not be modified for purposes of levying General Assessments without the prior written consent of all Unit Owners and their mortgagees.

9.2 PAYMENT OF ASSESSMENTS.

a) Each Unit Owner shall promptly pay, when due, all General and Special Assessments made by the Board against such Owner and his, her or their Unit, together with all costs, expenses and reasonable attorney fees incurred by the Board in collection of any delinquent assessment(s). All assessments shall become due as the Board may determine appropriate (in a lump sum or in installments with or without interest), except that assessments, if any, for

the reserve fund to be maintained under Bylaw Section 6.4(a)(2) shall be payable in regular installments, without interest if paid when due. Time is of the essence with respect to all payments.

b) All joint owners of a Unit shall be jointly and severally liable for all General and Special Assessments levied against the Unit, regardless of the type of tenancy, estate or interest (whether joint tenants, tenants-in-common, or land contract purchaser(s) or seller(s), or otherwise).

9.3 DELINQUENT ASSESSMENTS: INTEREST, LIEN AND COLLECTION.

a) All General and Special Assessments which are not paid when due: shall bear interest at 18% per annum or at such other maximum rate as may then be permitted by law until the assessment is paid in full; shall constitute a lien on the Unit and its appurtenant percentage of ownership interest; and shall be collectible and enforceable by the Board (in its own name or the name of the Association) by suit against the Unit Owner, by foreclosure of the lien and/or in any other manner or method provided under the Condominium Documents, the Act, or other laws of the State of Wisconsin. The lien granted hereunder shall also cover and include all interest accruing on delinquent assessments, plus cost, expenses and attorney's fees for collection. Notwithstanding any other provisions of this declaration or the Act to the contrary, any first mortgagee who obtains title to a Unit pursuant to rights or remedies provided in the mortgage or through foreclosure shall not be liable for any unpaid assessments, charges or interest which may accrue prior to the acquisition of title to such Unit by such mortgagee and, upon acquisition of title by such mortgagee, the lien upon such Unit for such unpaid assessments and charges shall be automatically released and the amount of such uncollected assessments and charges shall be considered a common expense.

b) Acceptance of a deed or other conveyance, transfer or acquisition of any legal or equitable interest in or encumbrance upon a Unit, constitutes an assignment to the Association of all rents and profits from the Unit, including those due and to become due, upon the following terms and conditions to the extent necessary to satisfy delinquent assessments. The assignment of rents and profits under this subsection shall be effective (without further notice and with or without the appointment of a receiver) upon delivery by the Board of a written notice to the tenant(s) or land contract purchaser(s) of that Unit specifying that the Unit owner is in default in payment of assessments and demanding that all future payments be made to the Association until further notice. Following receipt of such a written notice and demand, the tenant(s) or land contract purchaser(s) shall pay the rents and profits to the Board without further obligation to the Unit Owner to the extent of payments so made.

c) A Unit Owner who is delinquent in any payment due the Association shall not be entitled to vote on any matter if the Association has recorded a statement of condominium lien against the Unit, nor shall any such Owner serve as a Director on the Board during such time; provided, however, the delinquency by a Unit Owner shall not preclude or otherwise affect the exercise of voting rights by a mortgagee pursuant to an assignment or other transfer of voting rights to secure a mortgage on the Unit.

d) All rights and remedies under the Act, this Declaration or the other Condominium Documents for collection of assessments shall be cumulative and the election of one or more shall not constitute a waiver of any others.

9.4 INSURANCE.

a) The Association shall maintain, as a common expense, the following insurance coverages:

- 1) Public liability insurance covering the Association, the Board and members of the Association against liability for damages or personal injuries sustained by a person, firm or corporation arising out of or resulting in whole or in part from the condition, use or operation of any Common Elements or from any activity of the Association, with limits of not less than \$500,000/person and \$1,000,000/occurrence for bodily injury or death and not less than \$250,000/occurrence for property damage, including a waiver of subrogation rights against any member, Officer or Director of the Association;
- 2) Workmen's Compensation insurance to the extent necessary to comply with applicable law;
- 3) Indemnity, faithful performance, fidelity and other bonds, as may be required by the Board, to carry out the Association functions and to insure the Association against any loss from malfeasance or dishonesty of any employee or other person charged with management or possession of Association funds or other property;
- 4) Fire and broad form extended coverage insurance in the name of the Association covering all Common Elements in the amount of the full insurable replacement value thereof, as determined by the Board from time to time, with loss payable to the Board as trustee for the Unit Owners and their respective mortgagees (as their interests may appear) and with a waiver by such insurer of any subrogation rights against the Unit Owners and the Association and their respective agents, servants and employees acting in good faith. Such insurance shall be non-cancellable except upon 30 days advance written notice to the Board;
- 5) Fire and broad form extended coverage insurance for the basic shell of each Unit (including doors, windows, cabinets, closets, subflooring, insulation, drywall for walls and ceilings, and standard plumbing and electrical fixtures; but excluding floor and wall coverings, appliances such as ranges, refrigerators, dishwashers, disposals, custom plumbing and electrical fixtures, drapes and window treatments, fire and security systems, and other contents or components of the Unit) in the amount of the full insurable replacement value thereof, as determined periodically by the Board, with loss payable to

the Board as trustee for the Association, Unit Owners and the Association and their respective agents, servants and employees acting in good faith. The premiums for such insurance coverage shall be paid in advance by each respective Unit owner in the form of General Assessments to be levied by the Board. Each initial purchaser of a Unit, upon request of the Board or Declarant, shall deposit the estimated cost of one (1) year's premium for such insurance at the time of purchasing such Unit and such deposit shall be used to pay such premium or to reimburse Declarant for the costs of such premiums pre-paid by Declarant.

Each Unit Owner shall be solely responsible for payment of the deductible portion of any claim under such policy of insurance for damage to his, her or their Unit.

6) Any other insurance coverage or additional protection which the Board may deem necessary or advisable, including without limitation comprehensive liability insurance.

b) Each Unit owner shall be responsible for maintaining adequate insurance coverages for his, her or their Unit (beyond the coverage to be maintained by the Association Under Sec. 9.4(a)(5)) and for the Limited Common Elements appurtenant to the Unit and for all contents of the Unit (including, without limitation, floor and wall coverings, appliances -- such as any range, refrigerator, dishwasher, -- custom plumbing and electrical fixtures, drapes and window treatments and fire and security systems) and for all personal property of the Owner.

c) Except as specifically provided in Sections 7.1 and 7.2 for application of proceeds of insurance maintained by the Association under this Section to repair damage to any Unit or Common Elements, no Unit Owner or other party shall have priority over any rights of a first mortgagee of a Unit pursuant to its mortgage or mortgage note with respect to distribution of insurance proceeds for loss or damage to a Unit and/or any Common Elements.

ASSOCIATION OF UNIT OWNERS

10.1 ASSOCIATION RESPONSIBILITIES.

The Association shall be responsible for the operation and administration of the Property in accordance with the Act, this Declaration and the other Condominium Documents.

10.2 MEMBERSHIP: VOTING.

a) Each Unit Owner shall be a member of the Association and shall be entitled to one membership and one vote for each Unit owned, with ownership being the sole qualification for membership, except that Declarant shall have 2 votes for each Unit owned by declarant until such time as Units aggregating a percentage of ownership interest in the Common Elements equal to 75% have been sold and fee simple title transferred by Declarant or until the third year anniversary date of Declarant's transfer of fee simple title to the first Unit, whichever first occurs.

b) Association membership and voting rights shall be appurtenant to each Unit and shall not be assigned, conveyed or transferred in any way other than to a transferee of fee simple title to the Unit or to the Holder of an outstanding mortgage on the Unit; nor shall membership or voting rights be retained, except upon retention of fee simple title to the Unit. Joint Owners of a Unit shall share the one membership appurtenant to the Unit in the same manner as their tenancy or estate in the Unit. Any attempt to make a prohibited transfer or retention of such rights shall be null and void.

c) The vote for each Unit shall be cast as a whole, in person or by proxy, by the Unit Owner or by one of the joint Owners or their Designee who may be appointed in accordance with Section 2.3(c) of the Bylaws. Fractional votes will not be allowed and if joint Owners do not agree on how the vote shall be cast or if a fractional vote is attempted, the right to vote on the matter in question shall be forfeited by such Owners of the Unit.

d) Prior to Declarant's conveyance of Units aggregating a percentage of ownership interest in the Common Elements equal to 25%, the Unit Owners (other than declarant) shall elect 25% of the Directors on the Board, or more at the option of Declarant. Such Director(s), or his or her successor(s) elected by such Unit Owners, shall serve until the Unit Owners (other than Declarant) elect one-third of the Directors on the Board at a meeting of the Association to be held after the conveyance of Units aggregating a percentage of ownership interest in the Common Elements equal to 40% but prior to the conveyance of Units aggregating a percentage of ownership interest in the Common Elements equal to 50%. The election of Directors by the Unit owners (other than Declarant) during such times shall be governed by Section 4.1 of the Bylaws.

e) In any election of members of the Board after the conveyance by Declarant of Units aggregating a percentage of ownership interest in the Common Elements equal to 50%, each Unit Owner shall be entitled to cumulate his, her or their votes and give one candidate, or divide among candidates, a number of votes equal to the number of directors to be elected multiplied by the number of Units owned by such Unit Owner (except that prior to Declarant's sale and transfer of fee simple title to units aggregating a percentage of ownership interest in the Common Elements equal to 75%, Declarant may cumulate its votes based on two times the number of Units owned by Declarant times the number of directors to be elected).

f) In no event shall a Unit Owner be entitled to cast the vote appurtenant to a Unit against which any General or Special Assessment is then delinquent.

10.3 POWERS OF THE ASSOCIATION.

The Association shall have the following powers, in addition to any others which may be authorized or required under the Act, this Declaration or the other Condominium Documents:

a) to levy and enforce payment of General and Special Assessments against a Unit Owner and his, her or their Unit;

b) to enforce the Act, this Declaration and the other Condominium Documents;

c) to grant or otherwise convey easements or right-of-ways in, over and under Common Elements for the construction, operation or maintenance of: overhead or underground lines, cables, wires, conduits or other devices for electricity, lighting, heat, power, telephone, television, security and similar services; public sewers (storm and sanitary), water systems, sprinkling systems, and water or gas service, lines and pipes; and other similar public or quasi-public improvements or facilities;

d) to purchase, sell and convey Units pursuant to Sec. 7.1 or incident to foreclosure of a lien for assessments;

e) to enter and execute contracts, deeds, mortgages and all other documents and instruments for Association purposes on behalf of all members;

f) to incur indebtedness on behalf of all Association members for Association purposes and to execute promissory notes, checks, drafts and other instruments and give such security as may be required therefor, provided that the liability of any given member shall be limited to his, her or their percentage of ownership interest;

g) to commence, prosecute, defend or otherwise be a party to any suit, hearing, or proceeding (whether administrative, legislative or judicial) involving the enforcement of the Act, this Declaration or the other Condominium Documents or the exercise of any powers, duties or obligations of the Association;

h) to employ the services of any person, firm or corporation to manage the Association, levy and collect assessments, and/or to manage, inspect, maintain, operate, improve, repair, rebuild, reconstruct, replace or remove any Common Elements (provided, however, that any agreement for professional management of the Association by the declarant or any other contract for services of Declarant or any person affiliated with Declarant shall provide for termination by either party without cause and without termination fee or penalty upon 90 days prior written notice and may not exceed three years);

i) to acquire, sell, transfer or exchange goods, equipment and other personal property or fixtures in the name of the Association for the operation, use, maintenance or enjoyment of the Common Elements or for the operation of the Association;

j) to construct Improvements to the Common Elements, except that any construction with an estimated cost of \$1,000 or more (based on 1981 values) must first be approved by a majority of the Unit Owners in writing or by vote at a meeting called for such purpose;

k) to adopt (by majority vote of the Board) Rules and Regulations consistent with this Declaration and the Bylaws for the management, operation,

use and enjoyment of the Common and Limited Common Elements and for the use of the Units, which may include forfeitures, fines or penalties to be assessed for violations thereof in accordance with such procedures as the Board may specify; and

1) to acquire (upon majority vote of the Board of Directors) real estate and related improvements contiguous, or otherwise located in close proximity, to the property to be used and maintained as additional Common Elements, provided that any such acquisition with a net cost of over \$5,000 (based on 1981 value) must first be approved by a majority of the Unit Owners in writing or by vote at a meeting called for such purpose and to sell or otherwise dispose of any such acquired real estate or improvements upon majority vote of the Board of Directors;

m) to exercise all other necessary or incidental powers to administer the Property.

10.4 BOARD: EXERCISE OF ASSOCIATION POWERS.

The Board shall exercise and perform all powers, duties and obligations of the Association specified in the Act, this declaration or the Bylaws and not otherwise expressly requiring the prior vote or written consent of the Association members.

10.5 PERSONAL LIABILITY.

No Director or Officer of the Association shall be personally liable to any Unit Owner or to any other party, including the Association, for any loss or damage suffered or claimed on account of any act, omission, error or negligence of such Officer or Director acting in such capacity, provided such person acted in good faith, without willful or intentional misconduct.

10.6 UNIT OWNER'S LACK OF AUTHORITY TO BIND ASSOCIATION.

No unit Owner (other than Officers and members of the Board) shall have any authority to Act for the Association or the other Unit Owners, as agent or otherwise, nor shall a Unit Owner (in such capacity as a Unit Owner) have any authority to bind the Association or the other unit Owners to contracts, negotiable instruments or other obligations or undertaking of any kind.

10.7 EXECUTION OF DOCUMENTS.

All contracts, deeds, notes and other instruments and documents of any kind shall be executed on behalf of the Association by the President (or any Vice-President) and the Secretary or Treasurer and, when so executed, shall be deemed to be the act of, and shall be binding upon, the Association for all purposes, regardless of whether specifically authorized by resolution or other direction of the Board, provided the other party to such instrument or document does not procure the same by fraud or misrepresentation or with actual knowledge that such officers are not duly authorized to execute the same.

MISCELLANEOUS

11.1 AMENDMENTS TO DECLARATION.

This Declaration may be amended at a meeting duly held for such purpose by an affirmative vote of the Owners of at least 75% of all the Units and their mortgagees; provided, however, that any amendment to change or otherwise alter the percentage of ownership interest of any Unit owner shall require unanimous consent of all Unit Owners and their mortgages.

Copies of each Amendment shall be certified by the President and Secretary of the Association or such other officers as the Board may designate and shall not become effective until duly recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin, together with a certified copy of a resolution of the Board authorizing officers other than the President and Secretary to certify such Amendment, if not certified by the President and Secretary.

11.2 SERVICE OF PROCESS

Service of process upon the Association for all matters provided for in the Act or in this Declaration shall be made upon Thomas J. Schemberger at 2857 N. Lake Drive, Milwaukee, Wisconsin, until such time as the Association shall designate a successor to receive service of process by recording such designation with the Register of Deeds for Milwaukee County, Wisconsin and by filing a copy of the same with the Secretary of State of the State of Wisconsin.

11.3 INDEMNIFICATION OF UNIT OWNERS BY ASSOCIATION.

a) The Association shall represent and defend the Unit Owners and shall be the real party in interest to represent and defend or prosecute any claim on behalf of or against all the Unit owners in any suit, action or other proceedings: (1) for enforcement of any debt or other contractual obligation to or from the Association or all the Unit Owners; or (2) involving personal injuries or other damages of any kind arising out of any temporary or permanent condition or defect of any Common Elements; or (3) for damages of any kind arising out of the operation or management of the Association; or (4) for enforcement of the Act, this declaration or the other Condominium Documents.

b) The Association shall indemnify and hold each Unit owner harmless for all liabilities, costs, expenses and damages which are determined to be enforceable obligations of the Association; provided that such Unit Owner shall be liable to the Association for his or her equal share of such common expenses.

11.4 SIGNS & WINDOW TREATMENTS.

a) No Unit Owner (other than Declarant) shall erect any temporary or permanent sign, banner, flag or other similar item of any kind upon the Unit or upon any Common or Limited Common Elements, except with the prior written consent of the Board or as specifically authorized under this Declaration or the other Condominium Documents.

b) Each Unit Owner shall have the right to attach to his, her or their Unit construction permits and licenses, when necessary. No Unit Owner (other than Declarant) shall permit any sign of any kind to be placed in or about the Unit or any Common Elements so as to be visible from outside the Unit, including (without limitation) any sign indicating the availability of the Unit "for rent" or "for sale." Declarant shall have the right to maintain a "model" unit and on-site office and to install signs and sales materials and facilities on or about any Units and/or the Common Elements as it determines appropriate for its initial sale of all the Units.

c) No Unit Owner shall install, maintain or allow to be maintained any drapes, blinds or other window treatments of any kind which, when viewed from outside the Unit, are of a color other than white or off-white, except as may otherwise be authorized in writing by the Board.

d) Any sign, banner, window treatment or other items erected in violation of this Section may be removed by the Association, its agents or employees, without prior notice to or consent from the Unit Owner; and each Unit Owner grants an easement to the Association to enter his, her or their Unit to effect such removal.

e) The Association and any member, employee or agent of the Association shall not be liable to any Unit Owner for any damages occasioned by an act, omission, error or negligence involved in the removal of any sign, banner or other items maintained in violation of this Section provided such person acted in good faith, without willful or intentional misconduct.

11.5 ANIMALS, PLANTS AND INSECTS.

a) The Board may, by Rules and Regulations, prohibit or limit the raising, breeding or keeping of household pets or other animals of any kind in any Unit or in or about Limited Common Elements appurtenant to the Unit.

b) No Unit Owner shall permit any thing or condition to exist in or upon any portion of the Unit which may induce, breed or harbor infectious plant diseases, insects or rodents.

11.6 PROHIBITED ACTIVITY: QUIET ENJOYMENT OF PROPERTY.

No use or activity is permitted within any Unit or Common or Limited Common Elements which constitutes a visual, audio or physical annoyance or nuisance to any other Unit Owners or which otherwise interferes with the privacy and quiet enjoyment of other Unit Owners or their tenants or which would violate any health or safety statutes, codes, ordinances or other applicable laws, rules or regulations.

11.7 EXCAVATIONS.

No excavations, drilling or digging shall be performed in or upon any Common Elements without the prior written consent of the Board, except as necessary for the construction, repair or rebuilding of a Unit or Common Elements; provided that in such cases of authorized excavation, drilling or digging by a Unit Owner, the Unit Owner shall restore the Common Elements to an equal or better condition than that which existed immediately prior to such activity, at such Owner's sole cost and expense.

11.8 TRASH AND REFUSE.

a) Each Unit Owner shall be responsible for the temporary storage and regular removal of all rubbish, trash, papers, garbage and refuse from his, her or their Unit, and from the parking and basement storage areas reserved for that Unit, to temporary storage facilities to be maintained by the Association.

b) The Association shall be responsible for the removal of all garbage, trash, papers and refuse from the Common Elements (other than from the parking areas and basement storage areas appurtenant to a Unit) and for its removal from the temporary storage facilities, all costs of which shall be common expenses.

11.9 DISCRIMINATION: RESTRICTIVE COVENANTS.

No Unit Owner shall unlawfully discriminate against any actual or prospective tenant or purchaser nor shall any Unit Owner execute or file for record any instrument which attempts to impose a restriction upon the sale, lease, or occupancy of a Unit on the basis of sex, race, color, creed or any other unlawful discrimination.

11.10 ENCROACHMENTS: "AS-BUILT" CONTROLS.

Each Unit shall have an easement over Common Elements to accommodate any minor encroachments due to or resulting from original construction, from settling or shifting of the Unit or of the building containing the Unit, or from similar causes beyond the direct control of the Unit owner. In the event of reconstruction or rebuilding of a Unit or any part thereof as a result of damage or destruction, there shall be an easement for encroachments over the Common Elements to the same extent that existed prior to such damage and there shall also be an easement for any other minimal encroachments which may result therefrom.

Regardless of the restrictions and limitations on easements for encroachments under this Section, each Unit shall have an easement over Common Elements to accommodate any encroachment by any portion of a Unit caused for whatever reason if, within 6 months after such encroachment arises, no action is commenced to restrain or enjoin such encroachment by the Unit or to compel the removal thereof. If no action is commenced to restrain, enjoin or compel a correction of any as-built variance within 6 months after completion of any construction, reconstruction, remodeling, repairs or other work on the Property, the as-built layout, location and condition shall control over the Plat and floor plans and this Declaration shall be deemed to have been amended accordingly.

11.11 INDEMNIFICATIONS.

In the event the Association is, for any reason, found liable for damages, fines or penalties resulting, in whole or in part, from any unauthorized act of a Unit Owner or from any other act or omission of an Owner in the management, operation, use or maintenance of his, her or their Unit which violates the Act, this Declaration or the other Condominium Documents, or any applicable laws, ordinances or regulations, such Unit Owner shall indemnify and hold the Association harmless from all loss, liabilities, costs and expenses, including reasonable attorneys fees incurred by the Association, except to the extent that such loss, liability, costs or expenses are covered by insurance maintained by the Association or arise from good faith acts or omission of such Unit owner as an Officer or Director of the Association.

11.12 ENFORCEMENT: CUMULATIVE REMEDIES: NON-WAIVER.

The Association (through the Board) shall have the exclusive right to enforce, by proceedings at law or in equity, all the terms, conditions, and provisions of the Act, this Declaration and the other Condominium Documents, except that any Unit Owner may proceed to enforce any such terms, conditions or provisions, at such Owner's expense, if the Association fails to do so within 60 days following a written request by such Unit owner for such action. Any Unit Owner violating any of the terms, conditions or provisions of the Act, this Declaration or the other Condominium Documents, shall pay all costs, expenses and actual attorneys fees incurred by the Association or by a prosecuting Owner in the successful enforcement thereof.

Each remedy set forth in the Act, this Declaration and/or the other Condominium Documents shall be in addition to all other rights and remedies available at law or in equity. All such remedies shall be cumulative and the election of one shall not constitute a waiver of any other. Any forbearance or failure of the Association to exercise any such right or remedy for violation shall not be a waiver of such right or remedy under any circumstances unless a written waiver is obtained from the Board.

11.13 SEVERABILITY.

The invalidity or unenforceability of any term, condition or provision of this Declaration or of any of the other Condominium Documents shall in no way affect the validity or enforceability of any other term, condition, or provision of this Declaration or of the other Condominium Documents, all of which shall remain in full force and effect.

11.14 CONVENANTS RUN WITH LAND: TERM.

All terms, conditions and provisions of this Declaration (as may be amended) shall constitute covenants running with the land and shall continue in full force and effect until the Property is withdrawn from the provisions of the Act by unanimous consent of the Owners of all Units and their mortgagees or until the Declaration is amended in accordance with Sec. 11.1.

11.15 NO SURCHARGE OF ESTATES.

The extent to which Unit Owners or lessees use the Common Elements shall not affect the obligation of each Owner to share the common expenses for maintenance, repair and construction of the Common Elements; and any sale, conveyance or lease of an individual Unit, or any other division of estates, shall be without and free from all surcharge as may otherwise arise between dominant and servient estates.

11.16 MORTGAGE HOLDERS.

a) The holder of any first mortgage or other equivalent encumbrance on a Unit may deliver written notice to the Association specifying their name and business address together with a request that the Association furnish any notices provided for under this Section. Following receipt by the Association of such a notice and request, the Association shall furnish the first mortgagee or other equivalent encumbrancer:

- 1) written notice of any meeting of the Association to be held for the purpose of considering any proposed amendment to this Declaration or the Bylaws; and
- 2) written notice of default by the Unit Owner for failure to comply with any terms, conditions or provision of the Act, this Declaration or the other Condominium Documents, which is not cured within 60 days.

Each Unit Owner, mortgagee and other encumbrancer shall promptly notify the Association of the transfer or termination of such mortgage or other lien interest in accordance with Sec. 8.2

b) Neither the Unit Owner nor any other party shall have priority over any rights of a first mortgagee of a Unit pursuant to its mortgage or mortgage note with a respect to distribution of any condemnation award for a loss or taking of a Unit or any Common Elements or with respect to distribution of insurance proceeds for loss or damage to a Unit and/or Common Element, except as otherwise specifically provided in Section 9.4 for repair of such damage.

11.17 NOTICES.

a) Notices to a mortgagee or other encumbrancer shall be deemed to have been duly given at the time of delivery or 72 hours after mailing within the State of Wisconsin by regular or certified mail addressed to the business office specified in the records of the Association, regardless of actual receipt.

b) Notices to the Board shall be deemed to have been duly given at the time of delivery to a member of the Board or to the Association's on-site manager, if any, or 72 hours after mailing within the State of Wisconsin by certified mail to the President or Secretary of the Association, regardless of actual receipt.

c) Notices to a Unit Owner shall be deemed to have been duly given, regardless of actual receipt, at the time of delivery to the Unit or 72 hours after mailing by regular or certified mail to the Unit Owner or Designee.

11.18 CAPTIONS AND SECTION HEADINGS.

All captions and section headings of this Declaration are for convenience only and in no way define or limit the scope or effect of any of the provisions, unless the context necessarily required otherwise.

11.19 NON-HOMESTEAD.

The Property is not homestead property of the Declarant at the time of this Declaration.

11.20 TERMINATION.

The Property may be withdrawn from the provisions of the Act, and this Declaration terminated, only upon the recording of an instrument to that effect executed by all Unit Owners and their mortgagees.

11.21 CERTIFICATION OF NOTICE TO TENANTS.

Declarant hereby certifies that, as of the date of this Declaration, it has furnished to each of the tenants subject to this Declaration a written notice of conversion of such residential property to condominium ownership at

least 120 days prior to the recording hereof and that Declarant has further advised each such tenant who had a leasehold interest in any apartment at the time of giving such notice that such tenant had an exclusive option to purchase their apartment (Unit) for a period of 60 days following the date of delivery of the notice, all as required pursuant to Section 703.08 of the Condominium Ownership Act of the State of Wisconsin.

IN WITNESS WHEREOF, this Declaration of Condominium is executed by the Declarant this 27th day of May, 1981.

RAVINA PARC INVESTMENTS, a Limited Partnership, as Declarant

By: Thomas J. Schemberger
Thomas J. Schemberger, General Partner

By: John C. Ladky
John C. Ladky, General Partner

STATE OF WISCONSIN)
) SS.
MILWAUKEE COUNTY)

Personally came before me this 27th day of May, 1981, the above named, Thomas J. Schemberger and John C. Ladky, the general partners of Ravina Parc Investments, a Wisconsin Partnership and to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Anne F. Bach
Notary Public, State of Wisconsin
(Anne F. Bach)
My commission: expires 5-8-83

This Instrument was drafted by
Attorney John C. Ladky

5591613

REGISTER'S OFFICE
 Milwaukee County, Wis. }
 RECORDED AT 9:02 AM

RAVINA PARK CONDOMINIUMS

DOC # 55916
 RECORD 12
 P CASH B 12
 NO 4412 C001 R01 7
 JAN 2

JAN 25 1983

First Amendment To

DECLARATION OF CONDOMINIUM

REEL 1501 IMAGE 101 to
 104
 REGISTER 104
 OF DEEDS

The President and Secretary of Ravina Park Owner's Association, Inc. certify by their respective signatures hereto that the Declaration of Condominium for Ravina Park Condominiums (Declaration) recorded on the 5th day of June, 1981 at Reel 1380, Image 238-286, as Document No. 5479828 was amended, after approval of the Board of Directors of the Association, by the request and affirmative vote of the Unit Owners at a meeting properly called and held on August 31, 1982, as follows:

1. Section 6 is amended by the addition of subsection 6.3 "GARAGE" set out below:

6.3 GARAGE.

a) The Plat of Survey attached hereto as Exhibit A identifies the 14 garage stalls constructed on a portion of the LIMITED COMMON ELEMENTS. The identified stalls are reserved for the exclusive use of the following Unit Owners as a LIMITED COMMON ELEMENT appurtenant to his/her UNIT:

<u>Garage Stall</u>	<u>Unit Owner</u>	<u>Unit Number</u>
A	Arlene Glenz	27
B	Eugene Clarkowski	21
C	Eugene Clarkowski	21
D	Linda Mattano	10-
E	Heather Walsh	9-
F	Evelyn Wenzel	18-
G	Marion Washecke	6-
H	Jeffrey Villcock	5-
I	Marie Theoret	20-
J	Mary Bugni	14-
K	Theodore A. Peelen, Jr.	23
L	Theodore A. Peelen, Jr.	23
M	Audrey Walby	12-
N	Audrey Walby	12-

12 30

b) A UNIT OWNER may convey the exclusive use of a GARAGE STALL but only to the purchaser of his/her UNIT or to another UNIT OWNER.

c) GARAGE STALLS may only be used for the parking of light trucks, automobiles and for storage.

11. Section 7.2 "DAMAGE TO COMMON ELEMENTS" is amended by the addition of subsections 7.2(f) and (g) set out below:

f) Each UNIT OWNER shall be responsible for all costs of repair, maintenance and repainting to the garage door and interior walls of the GARAGE STALL appurtenant to his/her UNIT, if any. The costs of all other repairs, maintenance or repainting shall be the sole responsibility of the UNIT OWNERS to whom the GARAGE STALLS are appurtenant and shall be allocated 1/14 to the UNIT OWNER to whom each GARAGE STALL is appurtenant.

g) Additionally said UNIT OWNERS may purchase casualty insurance on the GARAGE. The insurance shall designate the Association as insured. All proceeds shall be made available upon receipt to the Unit Owners to whom the Garage Stalls are appurtenant. The insurance premiums shall be allocated as in subsection (f) above.

111. Section 4.3 "BASIS FOR ACCESS" is amended by the addition of "and garages" after the words "parking stalls".

IV. Section 11.10 "ENCROACHMENTS" is amended by the addition of "and appurtenant garage stall" after the word "Unit" wherever it appears in said section.

V. Subsection 5.2(a) "CONSTRUCTION OF IMPROVEMENTS, MAINTENANCE AND REPAIRS" is amended by the addition of the following sentence:

However, the Association shall not be responsible for any costs associated with the construction, maintenance and repair of the Garage referred to in Subsection 6.3 herein.

Havins Parc Condominium
Owner's Association, Inc.

By: Robert A. Pelen
President

By: Scott A. Horak
Secretary

STATE OF WISCONSIN)
COUNTY OF WAUKESHA)

Personally came before me this 29th day of SEPTEMBER, 1992, the above-named THEODORE A. PELEN, JR. and SCOTT A. HORAK to me known to be the persons who executed the foregoing instrument and acknowledged the same.

State of Wisconsin, Notary Public,
My Commission Expires 1/14/95

This instrument was drafted by Attorney James A. Guyette.

Return to: James A. Guyette
Strnad & Gossens, S.C.
Suite 339
735 North Water Street
Milwaukee, WI 53202

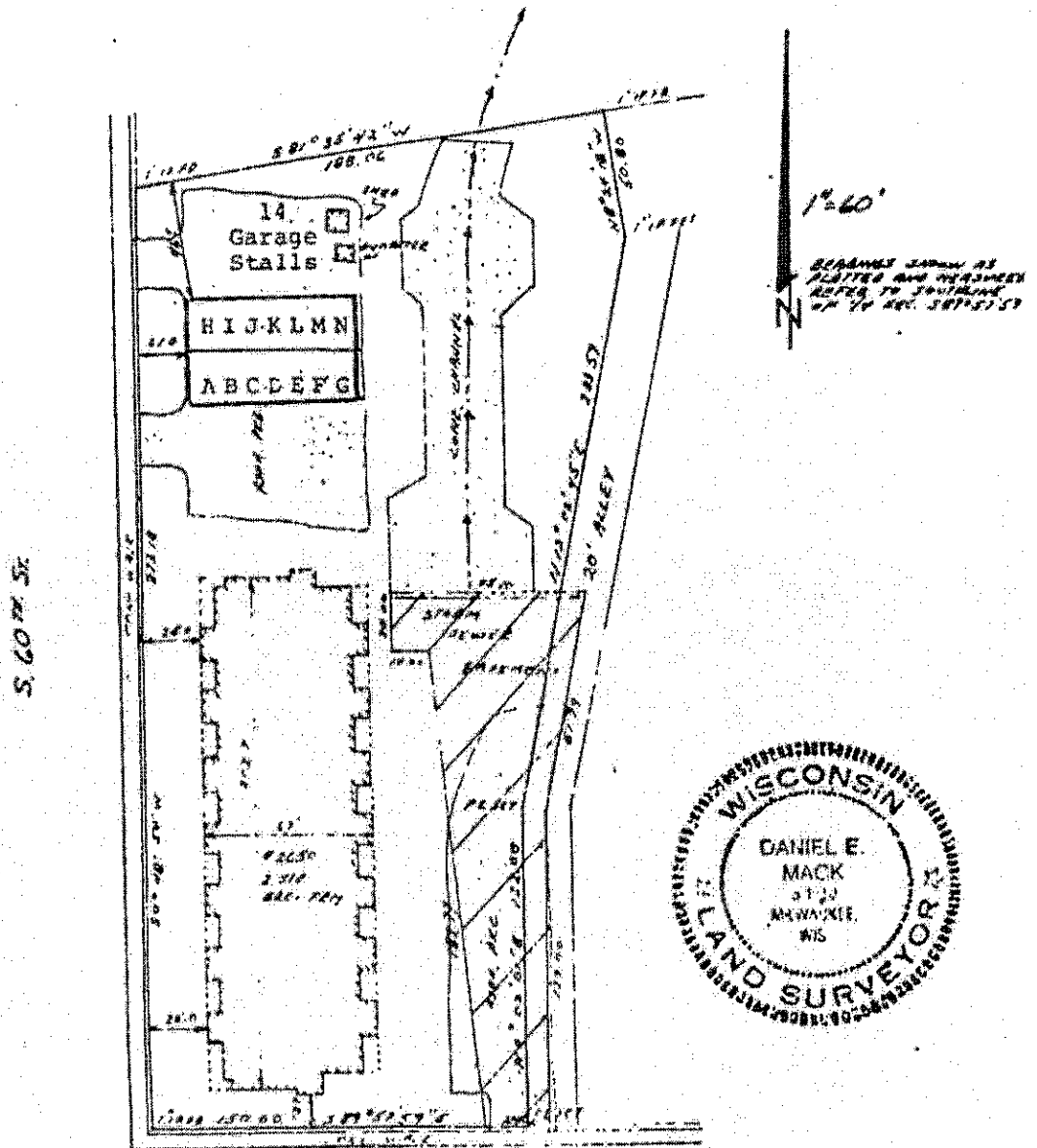
EXHIBIT A PLAT OF SURVEY

SURVEY FOR: RAVINA PARC CONDOMINIUMS

SURVEY No. M101582

DESCRIPTION OF PROPERTY
(Known As 2650 South 60th Street)

Lots 7, 8, and 9 in Block 11 in Forest Downs Addition No. 2, being a Subdivision of a part of the Northwest 1/4 of Section 11, Town 6 North, Range 21 East, in the City of Milwaukee, Milwaukee County, Wisconsin.



STATE OF WISCONSIN 1 55
COUNTY OF MILWAUKEE 1

W. CLEVELAND AVE.

I HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THE ABOVE MAP IS A TRUE REPRESENTATION THEREOF AND SHOWS THE SIZE AND LOCATION OF THE PROPERTY, ITS EXTERIOR BOUNDARIES, THE LOCATION OF ALL VISIBLE STRUCTURES AND DIMENSIONS OF ALL PRINCIPAL BUILDINGS THEREON, BOUNDARY FENCES, APPARENT EASEMENTS, ROADWAYS AND VISIBLE ENCROACHMENTS, WITHIN THE LIMITS OF THE SURVEY.

THIS SURVEY IS MADE FOR THE USE OF THE PRESENT OWNERS OF THE PROPERTY AND ALSO THOSE WHO PURCHASE, MORTGAGE OR GUARANTEE THE TITLE THEREIN WITHIN ONE (1) YEAR FROM DATE HEREOF.

DATED AT... MILWAUKEE... THIS 13th... DAY
OF... MAY... 1982...

Daniel E. Mack
DANIEL E. MACK

SECOND AMENDMENT TO
DECLARATION OF CONDOMINIUM

REGISTER'S OFFICE } 85
In Milwaukee County, WI }
RECORDED AT 8 25 AM
OCT 13 1987 / 061
REEL 2150 IMAGE 1059
Wendy B. Bugh
REGISTER
OF DEEDS

The President and Secretary of Ravina Parc Owner's Association, Inc. certify by their respective signatures hereto that the Declaration of Condominium for Ravina Park Condominiums (Declaration) recorded on the 5th day of June, 1981 at Reel 1380, Image 238-286, as Document No. 5479828 was amended by the request and affirmative vote of the Unit Owners at a meeting properly called and held on May 13, 1987, as follows:

1. Section 6 is amended by the addition of subsection 6.4 "GARAGE" set out below:

6113932
RECORD 10.10

6.4 GARAGE.

a) The Plat of Survey attached hereto as Exhibit A identifies the 6 garage stalls constructed on a portion of the LIMITED COMMON ELEMENTS. The identified stalls are reserved for the exclusive use of the following Unit Owners as a LIMITED COMMON ELEMENT appurtenant to his/her UNIT:

<u>Garage Stall</u>	<u>Unit Owner</u>	<u>Unit Number</u>
O	Robert A Kopp	13-
P	Julianne Spiering	15-
Q	Winnifred Raddant	16-
R	Warren Czechorski	19-
S	Barbara Butkiewicz	17-
T	Barbara Butkiewicz	17-

b) A UNIT OWNER may convey the exclusive use of a GARAGE STALL but to the purchaser of his/her UNIT or to another UNIT OWNER.

c) GARAGE STALLS may only be used for the parking of light trucks, automobiles and for storage.

11. Section 7.2 "DAMAGE TO COMMON ELEMENTS" is amended by the addition of subsections 7.2(f) and (g) set out below:

f) Each UNIT OWNER shall be responsible for all costs of repair, maintenance and repainting to the garage door and interior walls of the GARAGE STALL appurtenant to his/her UNIT, if any. The costs of all other repairs, maintenance or repainting shall be the sole responsibility of the UNIT OWNERS to whom the GARAGE STALLS are appurtenant and shall be allocated 1/20 to the UNIT OWNER to whom each GARAGE STALL is appurtenant.

g) Additionally said UNIT OWNERS may purchase casualty insurance on the

GARAGE. The insurance shall designate the Association as insured. All proceeds shall be made available upon receipt to the Unit Owners to whom the GARAGE STALLS are appurtenant. The insurance premiums shall be allocated as in subsection (f) above.

III. Section 4.3 "EASEMENTS FOR ACCESS" is amended by the addition of "and garages" after the words "parking stalls".

IV. Section 11.10 "ENCROACHMENTS" is amended by the addition of "and appurtenant garage stall" after the word "UNIT" wherever it appears in said Section.

V. Subsection 5.2 (a) "CONSTRUCTION OF IMPROVEMENTS, MAINTENANCE AND REPAIRS" is amended by the addition of the following sentence:

However, the Association shall not be responsible for any costs associated with the construction, maintenance and repair of the Garage referred to in Subsection 6.4 herein.

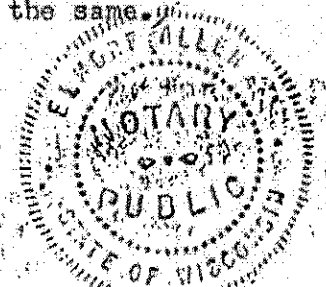
Ravina Parc Condominium
Owner's Association, Inc.

By: Theodore A. Peelen
Theodore A. Peelen President

By: Barbara A. Butkiewicz
Barbara A. Butkiewicz Secretary

STATE OF WISCONSIN)
COUNTY OF MILWAUKEE) S3

Personally came before me this 7th day of October, 1987,
the above named Theodore A. Peelen, Jr. and Barbara A. Butkiewicz
to me known to be the persons who executed the foregoing instrument and acknowledged
the same.



Eugene Allen
State of Wisconsin, Notary Public
My Commission 8-20-90

This instrument was drafted by Robert A. Kopp

(2)

Return to: Robert A. Kopp
Unit #13
✓ 2650 South 60th Street
Milwaukee, Wisconsin 53219

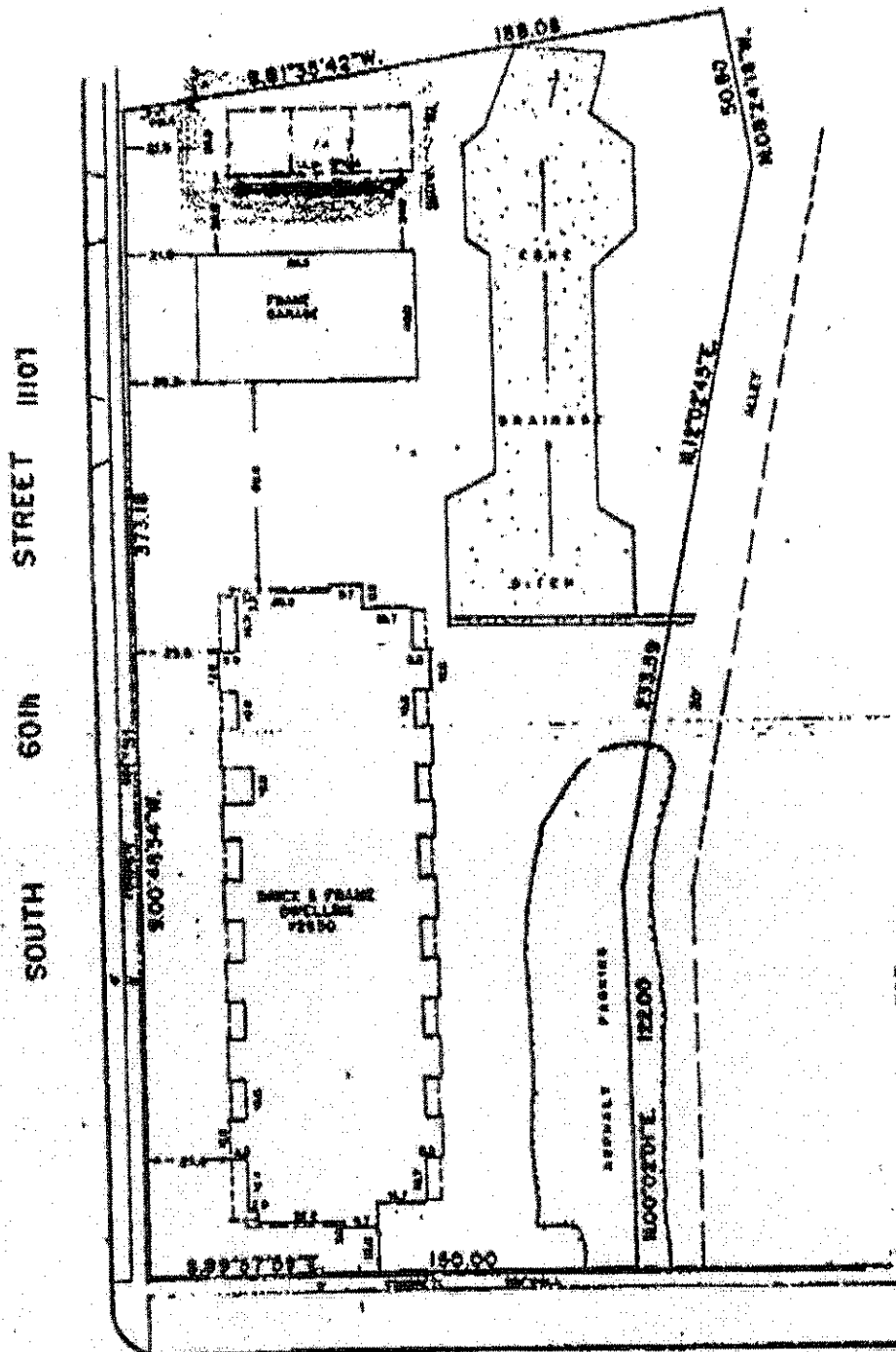
May 20, 1987

PLAT OF SURVEY

Job No. 491-35999

Lots 7, 8, and 9 in Block 11 in Forest Downs Addition No. 2
being a subdivision of a part of the Northwest 1/4 of Section 11, Town 6 North, Range 21 East,
City of Milwaukee, Milwaukee County, Wisconsin.

Located at 2650 South 60th Street



WEST CLEVELAND AVE. 1901
LANDMARK SURVEYING CO.

I, Richard J. Lamm, surveyed the above described property, and the above map is a true representation thereof and shows the size and location of the property, its interior boundaries, the location and dimensions of all visible structures thereon, fences, apparent easements, rights-of-way and visible encroachments.

This survey is made for the exclusive use of the present owners of the property; and shall not be purchased, mortgaged or otherwise used for any other purpose, without the prior written consent of the surveyor.

Richard J. Lamm

1. STANDARD MAP, P.M.

2. BELLEVILLE MAP

3422 West Latham Avenue
Milwaukee, Wisconsin 53222

SURVEYED FOR

Robert Kopp
South 60th Street
Milwaukee, WI 53219

PHONE
661 3739



REEL 2922 IMAG 293

RAVINA PARC CONDOMINIUM
THIRD AMENDMENT TO
DECLARATION OF CONDOMINIUM

The President and Secretary of Ravina Parc Owner's Association, Inc. hereby certify by their respective signatures that the Declaration of Condominium for Ravina Parc Condominium (Declaration) recorded on the 5th of June, 1981, at Reel 1380, Image 238-286, as Document No. 5479828 and amended by a document recorded on the 25th day of January, 1983 at Reel 1501, Images 101-104, Document No. 5591613, and further amended by document recorded on October 13, 1987 as Reel 2150, Image 1059-1061, Document No. 5591613, has been amended after unanimous approval of the Board of Directors of the Association and after unanimous vote of the Unit Owners of the Association at a meeting properly called and held on the 12th day of October, 1992, as follows:

1. Sections 6.3 and 6.4 of said Declaration shall be deleted.
2. Section 4.3 of said Declaration entitled "Easements For Access" shall be amended by the deletion of the words "and garages" after the words "parking stalls".
3. Section 3.3 of said Declaration entitled "Unit Facilities" shall be amended to read as follows:

The following items, areas and facilities (hereafter referred to as "facilities of a Unit") shall not be considered Common Elements but shall be considered a part of the Unit owned by the Unit Owner to the extent that such items, areas or facilities are within the exterior boundaries of the Unit or are used by or service that Unit alone: (a) equipment, appliances, fixtures, ducts, lines, pipes and laterals for services such as sewer, electric power, gas, water, heat and air conditioners; and (b) all these apparatus, equipment, fixtures and materials used in conjunction with, or servicing, such Unit alone; and (c) garage stalls as set forth on Exhibit A attached here to

6699058
15.16

RECORD

6699058

REGISTER'S OFFICE } SS
MILWAUKEE COUNTY, WI }
RECORDED

'92 DEC -7 A9:17

REEL 2922 IMAGE 293 to 295 incl.
Walter A. Carey REGISTER
OF DEEDS

1510

Each Unit is served by an individual air-conditioning unit which shall be considered one of the facilities of the Unit to be maintained and repaired by the Unit Owner. Each Unit Owner shall be responsible for all costs of air-conditioning his/her unit.

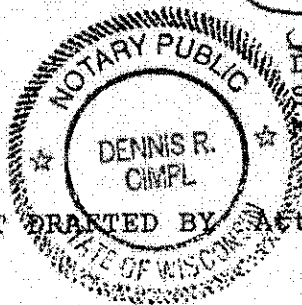
RAVINA PARC CONDOMINIUM
OWNER'S ASSOCIATION INC.

BY: Marion Borges, President
Marion Borges, President

BY: Barbara Butkiewicz
Barbara Butkiewicz, Secretary

STATE OF WISCONSIN)
MILWAUKEE COUNTY) SS

Personally came before me this 28 day of October, 1992, the above name Marion Borges, President, and Barbara Butkiewicz, Secretary, to me known to be the persons who executed the foregoing instrument and acknowledged the same on behalf of the corporation.



Dennis R. Cimprich
State of Wisconsin, Notary Public
My Commission is Permanent

THIS INSTRUMENT GRANTED BY Attorney Dennis R. Cimprich

EXHIBIT A

UNIT

GARAGE STALL

5
6
9
10
12
12
13
14
15
16
17
17
18
19
20
21
21
23
23
27

H
G
E
D
M
N
O
J
P
Q
S
T
F
R
I
B
C
K
L
A

Ravina Parc Owners Association

2650 S. 60th St.

Milwaukee, WI 53219

TO: ALL OWNERS OF RAVINA PARC CONDOMINIUMS
FROM: BOARD OF DIRECTORS
SUBJECT: DISCLOSURE PACKAGE
DATE: JUNE 9, 1999

As per the Semi-Annual Meeting dated January 20, 1999, this is your up-dated DISCLOSURE PACKAGE.

Things to specifically remember:

FOURTH AMENDMENT TO THE DECLARATION 3.4 USE
AND THE AMENDMENT TO THE BYLAWS 6.6 RESTRICT
NON-OWNER OCCUPANCY. RENTERS ARE NOT ALLOWED.

11.5 OF THE DECLARATION AND THE RULES AND
REGULATIONS RESTRICT HOUSEHOLD PETS.

It is your obligation to read through this DISCLOSURE PACKAGE.

DISCLOSURE PACKAGE UP-DATE: 5/26/99

I Deborah J. Blum OF UNIT # 27
RECEIVED AN UP-DATED COPY OF RAVINA PARC'S DISCLOSURE PACKAGE ON
June 9 1999.

7656969

REEL 4465 IMAGE 26

FOURTH AMENDMENT TO
DECLARATION OF CONDOMINIUM
Title of Document

Document Number

REGISTER'S OFFICE } SS
MILWAUKEE COUNTY, WI }
RECORDED

'98 DEC 28 AM 08

REEL 4465 IMAGE 26-27
Walter A. Parys REGISTER
OF DEEDS

(See Attached Exhibit A)

Record this document with the Register of
Deeds

Name and Return Address:

Jonathan B. Levine
757 North Water Street
Milwaukee, WI 53202

(Parcel Identification Number)

7656969
RECORD 12.01

12⁰¹

EXHIBIT A
FOURTH AMENDMENT TO DECLARATION OF CONDOMINIUM

The President and Secretary of Ravina Parc Owner's Association, Inc. hereby certify by their respective signatures that the Declaration of Condominium for Ravina Parc Condominium (Declaration) recorded on the 5th day of June, 1981, at Reel 1380, Image 238-286, as Document No. 5479828 and amended by a document recorded on the 25th day of January, 1983 at Reel 1501, Images 101-104, Document No. 5591613, and further amended by document recorded on October 13, 1987 as Reel 2150, Image 1059-1061, Document No. 6113932, has been amended after approval by the Board of Directors of the Association, a vote of the unit owners of the Association, on June 10, 1998, together with written approval by the unit owners, and the written approval of a majority of the mortgagees of unit owners as follows:

Article III, Section 3.4(a) of the Declaration of Condominium is amended as set forth below, provided that no amendment shall be construed as in any way limiting the rights of any mortgagee as such rights existed at the time said mortgagee recorded its interest in a unit:

3.4. USE.

a) Each unit shall be used by the unit owner and/or any other occupants solely as a single-family residential dwelling. No unit may be used at any time for conducting any business or commercial activity of any kind, except that any unit owner or tenant may conduct business from the unit by telephone, but only to that extent; provided that declarant may use any unit(s) which it owns as a sales office and/or model unit in conjunction with its sales activities and declarant and any mortgagee who has or acquires possession of or title to a unit may also lease any such unit(s) for terms of not less than 30 days.

RAVINA PARC CONDOMINIUM OWNER'S
ASSOCIATION

By: Robert A. Bley

Robert Bley, President

By: Barbara Butkiewicz

Barbara Butkiewicz, Secretary

STATE OF WISCONSIN)

MILWAUKEE COUNTY)

ss

Personally came before me this 4th day of December, 1998, the above name Robert Bley, President, and Barbara Butkiewicz, Secretary, to me known to be the persons who executed the foregoing instrument and acknowledged the same on behalf of the corporation.

Carol L. Girard
Notary Public, State of Wisconsin

My commission: 7/23/2000

THIS INSTRUMENT DRAFTED BY Attorney Jonathan B. Levine.

RAVINA PARC OWNER'S ASSOCIATION, INC.

DISCLOSURE MATERIALS

SECTION C

BYLAWS

BYLAWS

OF

RAVINA PARC OWNER'S ASSOCIATION, INC.

(A NON-STOCK NON-PROFIT CORPORATION)

TABLE OF CONTENTS

<u>Title</u>	<u>Page</u>
ARTICLE I GENERAL PURPOSE	36
1.1 Purpose	36
1.2 Persons Subject to Bylaws	36
1.3 Definitions: Reference to Declaration	36
ARTICLE II MEMBERSHIP	36
2.1 Membership: Transfer	36
2.2 One Membership Per Unit	37
2.3 Membership List	37
ARTICLE III VOTING AND MEETINGS	38
3.1 Voting	38
3.2 Meetings: Notice	38
3.3 Annual Meeting of Association	39
3.4 Special Meetings of Association	39
3.5 Quorum	39
ARTICLE IV BOARD OF DIRECTORS	39
4.1 Number of Directors: Terms of Office	39
4.2 Removal of Directors	40
4.3 Vacancies on the Board	40
4.4 Annual and Regular Meeting of the Board	40
4.5 Special Meetings of the Board: Notice	40
4.6 Waiver of Notice	41
4.7 Quorum of Directors - Adjournment	41
4.8 Powers and Duties of the Board	41
4.9 Fidelity Bonds	42
ARTICLE V OFFICERS	42
5.1 Designation: Election: Term of Office	42
5.2 President	42
5.3 Vice-President(s)	42
5.4 Secretary	43
5.5 Treasurer	43
5.6 Compensation	44
5.7 Non-liability of Directors and Officers	44

ARTICLE VI	OPERATION OF THE PROPERTY	44
6.1	The Association	44
6.2	Rules and Regulations	44
6.3	Common Expenses: Annual Budget	45
6.4	Operating Budget: Assessments	45
6.5	Maintenance, Repairs & Improvements to Common Elements	46
6.6	USE (AMENDED 6/10/98)	
ARTICLE VII	AMENDMENTS TO BYLAWS	46
7.1	By Unit Owners	46
ARTICLE VIII	MISCELLANEOUS	47
8.1	Indemnity of Officers and Directors	47
8.2	Mailing Address	47
8.3	Subordination of Bylaws	47
8.4	Severability	47

ARTICLE I

GENERAL PURPOSE

1.1 PURPOSE.

Pursuant to the Declaration of Condominium for Ravina Parc Condominiums dated _____, 1981 and recorded as Doc. No. _____ in the Office of the Register of Deeds, in and for Milwaukee County, Wisconsin (hereafter the "Declaration"), the following terms, conditions and provisions are adopted as the Bylaws of Ravina Parc Owner's Association, Inc., a non-stock non-profit corporation, which shall govern the administration of all real estate and improvements subjected to the condominium form of use and ownership (hereafter the "Property") in accordance with the Declaration, these Bylaws and the Condominium Ownership Act for the State of Wisconsin (hereafter the "Act") as may be amended from time to time.

1.2 PERSONS SUBJECT TO BYLAWS.

These Bylaws shall govern and bind all Unit Owners, joint Owners, mortgagees and other encumbrancers and their respective heirs, personal representatives, successors, assigns, and lessees, as well as all other persons occupying or having any legal or equitable interest in the Property in any way whatsoever and all licensees, invitees, employees, agents, servants, and guests of any of the foregoing.

1.3 DEFINITIONS: REFERENCE TO DECLARATION.

a) The terms defined or referred to in the Declaration are hereby adopted for these Bylaws (and any amendments hereto); and all terms defined by the Act are also adopted for these Bylaws except as modified, inconsistent with or otherwise defined by the Declaration or these Bylaws.

b) All references to particular sections, subsections, paragraphs and subparagraphs of the Declaration shall be made as follows: Dec. 1.1(a)(1)(i).

c) Section: The word "Section", when used in these Bylaws, means a section (eg. 1.1) of the Bylaws and includes and refers to all subsections (eg. (a)), paragraphs ((1)) and subparagraphs (eg. (i)) thereunder, except where a particular subsection, paragraph or subparagraph is designated.

ARTICLE II

MEMBERSHIP

2.1 MEMBERSHIP: TRANSFER.

a) Each Unit Owner shall be a member of Ravina Parc Owner's Association, Inc. (the "Association"), a non-stock non-profit corporation, which shall be composed only of Unit Owners.

b) Each membership shall be appurtenant to the Unit upon which it is based and shall be transferred automatically upon the transfer of fee simple title to the Unit, without further provisions being made therefor. Membership may not be transferred, assigned or conveyed except in connection with the transfer of fee simple title to the Unit or in connection with the conveyance of a mortgage interest in a Unit.

c) Upon transfer of fee simple title to, or any mortgage or land contract interest in, a Unit or any part thereof, the transferee, mortgagee or land contract vendee shall give written notice to the Association specifying:

- 1) the transferee's mortgagee's or vendee's name and address;
- 2) the Unit conveyed;
- 3) the date of transfer; and
- 4) any other information which the Board deems relevant.

2.2 ONE MEMBERSHIP PER UNIT.

a) A unit Owner shall have one membership for each Unit owned.

b) All joint Owners of a Unit shall be entitled to: 1) one collective membership for that Unit; and 2) the same type of partial membership interest in the Association as their tenancy or estate in the Unit.

2.3 MEMBERSHIP LIST.

a) The Association shall maintain a current Membership List showing: the Owner and any person who may be designated by joint Owners under Sec. 2.3(c) to receive notices and vote on their behalf; the ownership interest appurtenant to each Unit; and the business and mailing address of each owner and joint Owner. The Membership List shall be kept by the Secretary of the Association.

b) Each Unit Owner shall be responsible for furnishing to the Secretary the information necessary for the Association to maintain an up-to-date Membership List, without the necessity of any inquiry or request being made by the Secretary.

c) A Designee may be appointed by joint Owners of a Unit to vote and receive notices on behalf of the joint Owner and the Association shall at all times be entitled to rely upon the authority of such Designee; and all joint owners shall be bound by the Designee's vote and other actions. The appointment of such a Designee shall be made by written notice signed by each of the joint owners and delivered to the Secretary of the Association stating the name, address and telephone number of such Designee and that the Designee is thereby appointed to vote and receive all notices on behalf of all joint Owners of the Unit. The authority of such a Designee may be revoked or a new Designee appointed at any time by written notice delivered to the Secretary signed by all joint Owners.

d) All notices required to be given to a Unit owner shall be deemed to have been duly given: 1) at the time of personal delivery to the Unit Owner or one of the joint owners or the Designee of joint owners; or 2) 72

hours after mailing within the State of Wisconsin by regular or certified mail to the Unit Owner's or Designee's mailing address shown in the Membership List.

ARTICLE III

VOTING AND MEETINGS

3.1 VOTING.

a) A Unit Owner shall have one vote for each Unit owned; except that Declarant shall have 2 votes for each Unit owned during the time provided in Dec. 10.2. All votes shall be cast as a whole with no fractional votes being allowed. Votes may be cast in person or by proxy by the Unit Owner or by a Designee or anyone of the joint owners; however, all joint Owners of a Unit shall vote collectively and in the event any fractional vote is attempted, or if joint Owners do not agree on how such vote shall be cast, the right to vote on the matter in question shall be forfeited. Each unit Owner shall be entitled to cumulate his/her votes for election of directors after the conveyance by Declarant of Units aggregating a percentage of ownership interest in Common Elements equal to 50% such that each owner shall then have a total number of votes equal to the number of Units owned times the number of directorships to be filled by Owners (other than Declarant), which votes may be cast for any one director or allocated, as the Owner desires, among any number of the directorships to be filled. During such time as Declarant has 2 votes for each Unit it owns, as provided under Dec. 10.2, Declarant shall similarly be entitled to cumulate its votes.

b) No Unit Owner shall be entitled to cast the vote appurtenant to a Unit against which any General or Special Assessment is then delinquent if the Association has recorded a statement of condominium lien against the Unit.

c) proxies granted to any person (other than a Designee or mortgagee) shall be valid only for the particular meeting or time period designated therein, unless sooner revoked, and must be filed with the Secretary before the appointed time of the meeting.

3.2 MEETINGS: NOTICE.

a) Written notice of all annual and special meetings, stating the time, place and purpose for which the meeting is called, shall be given by the President or Secretary to each unit Owner or Designee of joint Owners not less than 5 nor more than 30 days prior to the date of such meetings; provided, however, that notice of any meeting may be waived in writing before or after the meeting. Written notice of such meetings shall be deemed "given" if delivered to the Unit or mailed to the Unit Owner or to any joint Owner or Designee, regardless of actual receipt.

b) Meetings shall be held at the time and place designated by the Board.

3.3 ANNUAL MEETING OF ASSOCIATION.

The annual meeting of the Association shall be held on the second Wednesday in June for the purpose of electing directors and transacting any other business authorized to be transacted by the Association.

3.4 SPECIAL MEETINGS OF ASSOCIATION.

Special meetings of the Association shall be held whenever called by the President or two Directors; however, such meetings must be called by the Board upon receipt of a written request signed by Unit owners and/or Designees with a total of one-third or more of all votes entitled to be cast, with such request to specify the purpose of such meeting.

3.5 QUORUM.

a) A quorum for meetings necessary to conduct Association business shall consist of a majority of all Unit Owners or their Designees, present in person or by proxy, and representing a majority of votes entitled to be cast.

b) the act of a majority of the votes present at any meeting at which a quorum is present shall be the act of the Association, unless greater percentage is required under the Act, the Articles, the Declaration or these Bylaws.

c) If a quorum is not present, no business of the Association shall be transacted; however, the majority of the votes present (in person or represented by their Designee or by proxy) may adjourn the meeting from time to time without further notice if such an adjourned meeting (at which a quorum is present) is held within 10 business days after the meeting originally noticed. If a quorum is present at such an adjourned meeting, any business may be transacted which might have been transacted at the meeting as originally noticed.

ARTICLE IV

BOARD OF DIRECTORS

4.1 NUMBER OF DIRECTORS: TERMS OF OFFICE.

a) The number of Directors constituting the whole Board shall not be less than three (3). Except as provided in Sec. 4.1(b), the terms of office for the Directors shall be staggered so that approximately one-third of all Directors' terms expire annually. Each Director shall serve and hold office until a successor is elected, unless sooner removed. A director must be a Unit owner, joint owner, or an officer, agent or employee of a corporation, a firm or other entity owning a Unit.

b) Upon adoption of these Bylaws, the Board shall initially consists of three (3) Directors to be appointed by Declarant to hold office until successors are elected for staggered terms at the first annual meeting of the Association after Units aggregating a percentage of ownership interest

in Common Elements equal to or in excess of 75% have been sold and fee simple title transferred by Declarant or after the third year anniversary date of Declarant's transfer of fee simple title to the first Unit, whichever first occurs. The Board shall automatically be expanded to add, in addition to the Directors appointed by Declarant, one Director to be elected by the Owners (other than Declarant) in accordance with Déc. 10.2(d) prior to Declarant's conveyance of Units aggregating a percentage of ownership interest in the Association equal to 25%. After the conveyance of Units aggregating a percentage of ownership interest in the Common Elements equal to 40% but prior to the conveyance of Units aggregating a percentage equal to 50%, the Director previously elected by the Owners (other than Declarant) in accordance with Dec. 10.2(d) shall be re-elected or another Unit owner elected by the Owner's (other than Declarant) to fill such directorship and, at that time, either: (i) one of the Directorships filled by Declarant shall expire so that the Unit owners (other than Declarant) elect one-third of the Directors on the Board; or (ii) Declarant may (at its option) expand the Board to six (6) Directors in which event the directors previously elected by the Declarant would continue to serve and a new director would be elected by the Owners (other than Declarant) to fill one of the new directorships and the other new directorship would be filled by Declarant.

4.2 REMOVAL OF DIRECTORS.

Any Director may be removed from office with or without cause at any regular or special meeting of the Association by a four-fifths vote of all Unit owners and a successor may then be elected at that meeting to fill the vacancy thus created or at a special meeting thereafter called for that purpose.

4.3 VACANCIES ON THE BOARD.

Vacancies on the Board (caused other than by removal under Sec. 4.2) and newly created directorships resulting from an increase in the number of Directors (other than under Sec. 4.1(b)) shall be filled by a unanimous vote of the Director(s) then in office and each person so elected shall serve until a successor is elected at the next annual meeting of the Association, unless sooner removed in accordance with Sec. 4.2

4.4 ANNUAL AND REGULAR MEETINGS OF THE BOARD.

a) An annual meeting of the Board shall be held immediately after the annual meeting of the Association. No notice of the annual meeting of the Board shall be required.

b) Regular meetings of the Board shall be held at such times and places as the Board determines by resolution and no other notice of regular meetings shall thereafter be required.

4.5 SPECIAL MEETINGS OF THE BOARD: NOTICE.

Special meetings of the Board may be called by the President or by any two (2) Directors on three (3) days prior written notice to each Director,

given personally or by mail, which notice shall state the time, place and purpose of such meeting.

4.6 WAIVER OF NOTICE.

Before, at or after any meeting of the Board, any Director may (in writing) waive notice of such meeting and such waiver shall be deemed equivalent to the giving of notice. Attendance at any meeting of the Board shall be considered a waiver of notice of such meeting, unless such Director furnishes the Board with a written objection at the commencement of such meeting.

4.7 QUORUM OF DIRECTORS - ADJOURNMENT.

a) For all meetings of the board, a quorum necessary to transact business shall consist of a majority of the Directors. The act of a majority of the Directors present at any meeting shall be the act of the Board.

b) If there is less than a quorum present at any meeting of the Board, no business shall be transacted; however, the majority of those present may adjourn the meeting from time to time without further notice if such adjourned meeting (at which a quorum is present) is held within 10 business days after the meeting originally scheduled. If a quorum is present at such an adjourned meeting, any business may be transacted which might have been transacted at the meeting as originally noticed or scheduled.

4.8 POWERS AND DUTIES OF THE BOARD.

a) The business, affairs and operation of the Association shall be managed by the Board.

b) The Board shall have and exercise all powers and duties specified for the Board under any of the Condominium Documents or the Act or as may otherwise be necessary for the operation or administration of the Property or for conducting the business and affairs of the Association pursuant to the Act and the Condominium Documents. The decision or action of the Board shall constitute the decision or action of the Association, unless the Association has directed otherwise by prior formal resolution or if the Act or Condominium Documents specifically requires the vote or assent of the Association members or mortgagees.

c) Any action of the Board authorized under the Act, the Declaration, the Articles, or these Bylaws may be taken upon the unanimous prior consent of all Directors without a meeting.

d) The Board shall not organize or operate any central rental service on behalf of the Unit Owners, it being understood that each Unit Owner shall be solely responsible for any rental activities with respect to such Owner's Unit.

4.9 FIDELITY BONDS

The Board may require that some or all Officers and/or employees of the Association handling or responsible for the Association funds shall furnish adequate fidelity bonds, the premiums for which shall be paid for by the Association as a common expense.

ARTICLE IV

OFFICERS

5.1 DESIGNATION: ELECTION: TERM OF OFFICE.

a) The officers of the Association shall be:

- 1) a President;
- 2) one or more Vice-Presidents;
- 3) a Secretary; and
- 4) a Treasurer.

b) The officers shall be members of the Board and shall be elected annually by the majority vote of the Board and shall hold office until successors are duly elected or until death, resignation or removal of such officer. Any person may hold two (2) offices at any one time, except that of President and Secretary.

5.2 PRESIDENT:

The President:

- a) shall be the chief executive officer of the Association;
- b) shall be responsible for the proper execution of the business and affairs of the Association, subject to the control of the Board;
- c) shall preside at all meetings of the Association and the Board;
- d) shall have authority to appoint various committees;
- e) shall have all the general powers and duties usually vested in the office of President;
- f) shall have such other powers and duties as may be prescribed by the Board from time to time or as prescribed by the Act, the Declaration, the Articles or these Bylaws.

5.3 VICE-PRESIDENT(S)

a) There shall be at least one (1) but not more than three (3) Vice-Presidents, the number of which shall be determined from time to time by resolution of the Board.

b) The Vice-President(s):

- 1) shall, in the absence of the President or in the event of his/her inability to act for any reason, perform the duties of the president and when so acting shall have the powers and shall be subject to the restrictions of the President; and
- 2) shall have such other powers, duties and restrictions as may be prescribed by the Board from time to time.

5.4 SECRETARY.

The Secretary:

- a) shall keep the minutes of all meetings of the Board and of the Association;
- b) shall have charge of all the Association's books and records (other than financial records);
- c) shall maintain the Membership List and keep it current;
- d) shall have charge of delivering all notices on behalf of the Board and the Association;
- e) shall, in general, perform all duties incident to the office of Secretary; and
- f) shall have such other powers and duties as may be prescribed by the Board from time to time or as prescribed by the Act, the Declaration, the Articles or these Bylaws.

5.5 TREASURER.

The Treasurer:

- a) shall be responsible for the Association's funds and assets and for keeping complete and accurate accounts of all receipts and disbursements, financial records and books of accounts;
- b) shall deposit all monies in the name and to the credit of the Association in depositories as may be designated by the Board;
- c) shall collect all General and Special Assessments made by the Board from time to time; and
- d) shall be responsible for filing all tax returns for the Association;
- e) shall have such other powers and duties as may be prescribed by the Board from time to time.

5.6 COMPENSATION.

No Director or Officer of the Association shall receive any fee or other compensation for services rendered to the Association other than on a full time basis, except by specific resolution of a majority of the membership.

5.7 NON-LIABILITY OF DIRECTORS AND OFFICERS.

No person shall be liable to the Association for any loss or damage resulting from any act, omissions or negligence as a Director or Officer of the Association, provided such person acted in good faith, without willful or intentional misconduct.

ARTICLE VI

OPERATION OF THE PROPERTY

6.1 THE ASSOCIATION.

The Association, acting through the Board, shall be responsible for the administration or operation of the Property, including (without limitation) the operation, management, maintenance, repair, and replacement of Common Elements (other than Limited Common Elements to be maintained by the Unit Owners), all in accordance with the Act, the Declaration, the Articles and these Bylaws. The Association may contract and/or employ personnel for management and other services required for the operation, maintenance, security, repair, replacement, construction or use or enjoyment of Common Elements.

6.2 RULES AND REGULATIONS.

a) The Association may, from time to time, by the majority vote of the Board, adopt Rules or Regulations governing the operation, maintenance and use of the Units and the Common and Limited Common Elements by the Unit Owners, joint Owners, and their respective tenants, guests and other occupants or users of the Property, including provisions for the imposition of forfeitures, fines or penalties for violations of any Rules or Regulations or non-performance of any other obligations under the Condominium Documents.

b) Such rules and Regulations shall be designed to facilitate and encourage the peaceful and harmonious use and enjoyment of the respective Units and Common Elements by the Unit Owners for the benefit of the majority of such unit Owners and to further preserve the property value of the Units and the Common Elements, all as the Board may determine in its discretion.

c) All Unit Owners, joint Owners, lessees, licensees, invitees, guests and other occupants and users of the Property shall abide by all such Rules and Regulations adopted by the Board.

d) A violation of any rule or Regulation shall be a violation of the Declaration and may be enforced in the same manner as any other term or provision of the declaration, including (without limitation) the imposition of

forfeitures, penalties or other charges against the Unit Owner, which may be collected by Special Assessment.

e) Any Rules or Regulations may be altered, amended or repealed by the majority vote of the Board from time to time or by an affirmative vote of a majority of all Unit Owners.

6.3 COMMON EXPENSES: ANNUAL BUDGET.

a) The Board shall estimate the common expenses of the Association for the ensuing fiscal year and shall prepare an annual operating budget at least 15 days prior to the commencement of such fiscal year in order to determine the amount of common charges to be initially assessed to each Unit for that fiscal year, which assessment shall be payable by the Unit Owner at such time(s) as may be determined by the Board; provided, however, that any failure of the Board to prepare such budget within that time shall not affect the validity of the budgets or assessments. Within 30 days after such budget has been adopted by the Board, a copy shall be delivered to each Unit owner or Designee, together with a notice specifying the amounts payable by such Unit Owner and the dates on which such assessments shall become due. The budget may be revised upon a two-thirds vote of all Unit Owners at a special meeting of the Association called for that purpose upon request of the Unit owners in accordance with Sec. 3.4, provided such request is made within 30 days after the budget and notice of assessments has been given the Unit Owners.

b) The amounts required by the budget shall be assessed by the Board and charged against the Units and Unit Owners as provided under Dec. 9.1, which assessments shall become due as determined by the Board, except if the budget is modified by the members in accordance with Sec. 6.3(a).

c) All common charges, if not paid on or before the due date(s) determined by the Board, shall bear interest at 18% per annum or at such other maximum annual rate of interest as may be permitted by law from time to time until such delinquencies are paid in full.

6.4 OPERATING BUDGET: ASSESSMENTS.

a) The annual operating budget shall provide for two funds:

1) an "operating fund" which shall be used for all common expenses which occur on a regular basis or which are expected to arise during that year, including (without limitation) the amounts required for the operation, maintenance and repair of Common Elements and/or for management services, insurance, administration, materials, supplies and equipment; and

2) a "reserve fund" which shall be maintained, in an amount and by such assessments as the Board determines necessary, for expenses that arise or may arise on other than a regular basis or with less than annual frequency, including (without limitation) expenses for maintenance, repairs, future construction, or replacement of capital improvements or other Common Elements that must be replaced periodically. Revenues generated by laundry machines owned and maintained by the Association shall be used in part or in whole to fund the reserve fund.

b) In the event the Association incurs expenses not originally covered by the operating fund, then such sums as are necessary may be charged against the reserve fund and/or collected by Special or additional General Assessments. If the reserve fund is used in whole or in part to cover such expenses, the Board may make assessments to replenish such fund.

c) The reserve fund may be used:

- 1) to discharge mechanic's or other liens or encumbrances against the entire Property or against any Unit, if the lien or encumbrance is the result of any act of the Association;
- 2) for acquisition and/or construction of capital or other Improvements to Common Elements;
- 3) for maintenance, repairs, reconstruction, replacement, rebuilding or razing and removal of any Common Elements;
- 4) for any other expenses which arise on other than a regular basis or with less than annual frequency; or
- 5) for expenses not originally covered by the operating fund.

6.5 MAINTENANCE, REPAIRS AND IMPROVMENTS TO COMMON ELEMENTS

All construction, installation, maintenance, and repairs of Improvements to Common or Limited Common Elements shall be carried out as provided in the Declaration or, if not so provided, then as provided in the Act. All terms, conditions and provisions of Dec. 7.1, 7.2 and 7.3 are incorporated herein by reference and shall be deemed to be a part of these Bylaws for all purposes.

ARTICLE VII

AMENDMENTS TO BYLAWS

7.1 BY UNIT OWNERS.

These Bylaws may be amended or repealed and new Bylaws adopted at any annual or special meeting of the Association noticed for that purpose by an affirmative vote of the Unit Owners or Designees entitled to vote representing 67% of all the Units.

ARTICLE VIII

MISCELLANEOUS

8.1 INDEMNITY OF OFFICERS AND DIRECTORS.

a) All Officers and Directors of the Association (together with their personal representatives, heirs, successors, and assigns) shall be indemnified by the Association against all loss, liability, damages, costs and expenses (including reasonable attorneys' fees) incurred in connection with any claim, suit or proceeding in which that person is a party by reason of being such a Director or Officer, provided the Director or Officer acted in good faith and without willful or intentional misconduct. In the event of any settlement, indemnification shall be provided only for such matters covered by the settlement as to which the Association is advised by counsel that the indemnitee acted in good faith and without willful or intentional misconduct as such Director or Officer with respect to the matter in issue.

b) All rights of indemnification shall be in addition to all other rights such Officers or Directors may have as a matter of law.

c) The Association may, upon resolution of the Board, similarly indemnify any present or former employee of the Association for any act or omission on his/her part as such employee, with or without limitations as the Board may determine appropriate.

d) All liability, costs and expenses incurred by the Association by reason of any indemnification of Officers, Directors, or employees as provided under this Section or by reason of indemnification of any other person as may be required by law, shall be considered a common expense.

e) The Association shall not be required to indemnify any Unit owner or joint Owner (regardless of whether such person is or has been an Officer, director or employee of the Association) for liability, costs or expenses incurred as a Unit Owner or joint Owner under the Act, the Declaration, the Articles, these Bylaws or any Rules or Regulations.

8.2 MAILING ADDRESS

The mailing address of the Association shall be Ravina Parc Owner's Association, Inc., 2650 S. 60th Street, Milwaukee, Wisconsin 53219.

8.3 SUBORDINATION OF BYLAWS.

The Bylaws are subordinate and subject to the Declaration and any amendments thereto, which shall control in case of conflict.

8.4 SEVERABILITY.

The invalidity of unenforceability of any term, condition or provision of these Bylaws for any reason, by judgement or court order, shall

in no way affect the validity and enforceability of the other terms,
conditions and provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned being all the initial Directors
appointed by declarant acknowledge the adoption of these Bylaws this _____
day of _____, 1981.

- Director

- Director

- Director

AMENDMENT TO BYLAWS

6.6. USE.

a) The units at the condominium are restricted exclusively to residential use. Occupancy of a unit shall only be by the owner thereof and/or his or her immediate family which is herein defined as the parents, children, grandchildren, great grandchildren, brothers and sisters of the unit owner. Additionally, one non-family adult invitee of the owner is allowed provided that the owner resides in the unit simultaneously with the invitee. No rental, lease or other occupancy of the unit shall be allowed, subject only to the following exceptions:

(1) Unit owners who have existing tenants as of the date of enactment of this amendment. This exception shall apply only to the existing tenant for so long as that tenant resides in the unit and subleases shall not be permitted.

(2) A fiduciary, such as a trustee, if the occupant of the unit is a beneficiary of the fiduciary entity.

(3) Purchase money mortgagees of the unit or the Association, where the unit is acquired by foreclosure of the mortgagee's interest, either judicially or by accepting a deed in lieu of foreclosure.

(4) Special hardship exception. The Board of Directors shall have the authority to waive the requirements of this Section upon request of a unit owner if it determines that enforcement thereof in the particular circumstances would result in an unreasonable hardship upon the unit owner, and that the exception would not jeopardize the interest of the Association in promoting owner-occupancy of units. If any unit owner shall desire to lease to, or cause a unit to be occupied by a person other than a person described in 6.6. a) of this Article, said lease or occupancy shall not be for a period of more than 12 months in duration. If said unit has not been conveyed or re-occupied by the unit owner at the expiration of the initial 12-month exception, then at least 30 days prior to said expiration, the unit owner may apply to the Board of Directors for a 6-month extension. No unit owner shall be permitted to lease a unit pursuant to these rules unless and until the unit owner shall have

paid to the Board of Directors on behalf of the Association all unpaid common charges theretofore assessed against that unit and until the unit owner shall have satisfied all unpaid liens against such unit, except permitted mortgages. Any application for an exception under this subparagraph must be in writing and must give the reasons for requesting the exception or extension. The Board of Directors shall convene a meeting within 30 days after receipt of notice, advising the unit owner of the time and place of the meeting and giving the owner an opportunity to appear. The meeting may be convened and conducted by the Board of Directors or by a committee of unit owners assigned by the Board of Directors for that purpose.

The Board or the committee shall make a decision as to whether or not to grant the hardship exception or extension within seven (7) days of said meeting and the reasons for the decision shall be stated in writing. The decision shall be binding on the Association and all parties. A hardship exception and an extension of the hardship exception shall not be granted more than one time for any unit owner. Every unit owner assigns all rents and profits from any lease, permitted or not, to the Association for the purpose of reimbursing the Association for overdue assessments, special or ordinary, levied by the Association against the unit or the unit owner.

b) Occupancy of a unit contrary to this Article shall, in addition to any other remedy provided to the Association by statutes or bylaws, result in a fine of \$50.00 per day to the unit owner.

Ravina Parc Owner's Association, Inc.

AMENDMENT TO BYLAWS

1. Article VI, Section 6.6 of the Bylaws is amended to read as follows:

6.6. USE.

a) The units at the condominium are restricted exclusively to residential use. Occupancy of a unit shall only be by the owner thereof. For the purposes of this section, "owner" shall mean a person, combination of persons, trust, partnership or corporation who holds fee simple legal title to the unit or has equitable ownership as a land contract vendee pursuant to a land contract recorded with the Register of Deeds.

No rental, lease or other occupancy of the unit shall be allowed by any person or persons other than an owner, whether or not consideration is tendered as rent, subject only to the following exceptions:

(1) One adult invitee of the owner and/or the child(ren) of the owner are allowed to live in the unit provided that the owner resides in the unit simultaneously with the invitee/children and the unit serves as the principal residence of the owner.

(2) If the owner of the unit is a trust, corporation, limited liability partnership, limited liability company, or other business or fiduciary entity, a beneficiary, shareholder, partner, or member shall be deemed an owner provided that the occupant is at least a fifty-one percent (51%) owner, shareholder, member, partner, stakeholder or beneficiary.

(3) Purchase money mortgages of the unit or the Association, where the unit is acquired by foreclosure of the mortgagee's interest, either judicially or by accepting a deed in lieu of foreclosure.

(4) Special hardship exception. The Board of Directors shall have the authority to waive the requirements of this Section upon request of a unit owner if it determines that enforcement thereof in the particular circumstances would result in an unreasonable hardship upon the unit owner, and that the exception would not jeopardize the interest of the Association in promoting owner-occupancy of units. If any unit owner shall desire to lease to, or cause a unit to be occupied by a person other than a person described in 6.6. a) of this Article, said lease or occupancy shall not be for a period of more than 12 months in duration. If said unit has not been conveyed or re-occupied by the unit owner at the expiration of the initial 12-month exception, then at least 30 days prior to said expiration, the unit owner may apply to the Board of Directors for a 6-month extension. No unit

owner shall be permitted to lease a unit pursuant to these rules unless and until the unit owner shall have paid to the Board of Directors on behalf of the Association all unpaid common charges theretofore assessed against that unit and until the unit owner shall have satisfied all unpaid liens against such unit, except permitted mortgages. Any application for an exception under this subparagraph must be in writing and must give the reasons for requesting the exception or extension. The Board of Directors shall convene a meeting within 30 days after receipt of notice, advising the unit owner of the time and place of the meeting and giving the owner an opportunity to appear. The meeting may be convened and conducted by the Board of Directors or by a committee of unit owners assigned by the Board of Directors for that purpose.

The Board or the committee shall make a decision as to whether or not to grant the hardship exception or extension within seven (7) days of said meeting and the reasons for the decision shall be stated in writing. The decision shall be binding on the Association and all parties. A hardship exception and an extension of the hardship exception shall not be granted more than one time for any unit owner. Every unit owner assigns all rents and profits from any lease, permitted or not, to the Association for the purpose of reimbursing the Association for overdue assessments, special or ordinary, levied by the Association against the unit or the unit owner.

b) Occupancy of a unit contrary to this Article shall, in addition to any other remedy provided to the Association by statutes or bylaws, result in a fine of \$50.00 per day to the unit owner.

c) Grandfather. Unit owners who have existing and permitted "immediate family" (which is defined as the parents, children, grandchildren, great grandchildren, brothers and sisters of the unit owner) living in their units at the time of the enactment of this amendment shall be permitted to have said family member(s) continue to reside in the unit until said family member(s) move out of and vacate the unit. If an owner desires to have a family member(s) grandfathered in pursuant to this sub-section, the owner must provide the name(s) and relationship of the family member(s) to the Board of Directors within ten (10) days of the enactment of this amendment. Once the grandfathered family member moves out of the unit, the unit shall comply with 6.6. a) going forward.

This amendment was adopted with the affirmative vote of at least 67% of the owners at an association meeting held on January 16, 2023.

RAVINA PARC OWNER'S ASSOCIATION, INC.

DISCLOSURE MATERIALS

SECTION D

ARTICLES OF INCORPORATION

ARTICLES OF INCORPORATION

TABLE OF CONTENTS

<u>Title</u>	<u>Page</u>
ARTICLE I Name	50
ARTICLE II Period of Existence	50
ARTICLE III Purposes	50
ARTICLE IV Members and Voting	50
ARTICLE V Principal Office and Registered Agent	50
ARTICLE VI Directors	51
ARTICLE VII Incorporator	51
ARTICLE VIII Amendments	52
ARTICLE IX Stock, Dividends and Dissolution	52

ARTICLES OF INCORPORATION

OF

RAVINA PARC OWNER'S ASSOCIATION, INC.

The undersigned, being a natural person over the age of eighteen (18) years and acting as incorporator for the purpose of forming a non-stock non-profit corporation under the provisions of the Wisconsin Non-stock Corporation Law (Chapter 181 of the Wisconsin Statutes, hereafter called the Non-stock Corporation Law) and pursuant to the provisions of the Condominium Ownership Act (Chapter 703 of the Wisconsin Statutes) does hereby adopt the following as the Articles of Incorporation of such corporation.

ARTICLE I

NAME

The name of this corporation shall be "Ravina Parc Owner's Association, Inc."

ARTICLE II

PERIOD OF EXISTENCE

The period of existence of this corporation shall be perpetual.

ARTICLE III

PURPOSES

The purposes for which this corporation is organized are as follows:

a) To serve as an association of unit owners who own real estate and improvements under the condominium form and use and ownership as provided in Chapter 703 of the Wisconsin Statutes, as the same may be amended, renumbered or renamed from time to time (commonly known and hereafter referred to as the "Condominium Ownership Act") and subject to the terms, conditions and provisions of the Declaration of Condominium (hereafter called the "Declaration," as may be amended from time to time) for Ravina Parc Condominiums (hereinafter called the "Condominium") as recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin;

b) To provide for the administration, maintenance, preservation and control of the Condominium in accordance with and in furtherance of the Declaration created under and pursuant to the Condominium Ownership Act;

c) To engage in any lawful activity within the purposes for which a non-stock, non-profit corporation may be organized under the Non-stock Corporation Law, subject to the Condominium ownership Act and the Declaration.

ARTICLE IV

MEMBERS AND VOTING

The record owner of the fee title to any Unit in the Condominium shall automatically, upon becoming such an owner, be a member of this corporation and shall remain a member thereof until such time as his/her fee simple ownership interest in the Unit ceases for any reason, at which time his/her membership in this corporation shall automatically cease. Joint Owners of a Unit shall share the one membership appurtenant to the Unit in the same manner as their tenancy or estate in the Unit, whether as joint tenants, tenants-in-common or otherwise. The respective rights and qualifications of each of the members of this corporation are set forth in the Bylaws of this corporation.

ARTICLE V

PRINCIPAL OFFICE AND REGISTERED AGENT

The location of the principal office of this corporation shall be 2857 N. Lake Drive, Milwaukee, Wisconsin, 53211 and the initial registered agent shall be Thomas J. Schemberger, whose address is 2857 N. Lake Drive, Milwaukee, Wisconsin 53211.

ARTICLE VI

DIRECTORS

The number of directors of this corporation shall be fixed in the Bylaws, but in no event shall be less than three (3) nor more than nine (9). The manner in which the directors shall be elected, appointed or removed shall be provided in the Declaration and/or the Bylaws of this corporation.

The number of directors constituting initial Board of Directors shall be three(3) and the names and addresses of the initial directors are:

Thomas J. Schemberger
2857 N. Lake Drive
Milwaukee, Wisconsin 53211

Carol Schemberger
2857 N. Lake Drive
Milwaukee WI. 53211

John C. Ladky
2916 N. Marietta Ave.
Milwaukee, Wisconsin 53211

ARTICLE VII

INCORPORATOR

The name and address of the incorporator of this corporation is:

John C. Ladky
2916 N. Marietta Ave.
Milwaukee, Wisconsin 53211

ARTICLE VIII

AMENDMENTS

Amendments of these Articles of Incorporation shall require the assent of seventy-five (75%) percent of the entire membership of this corporation.

ARTICLE IX

STOCK, DIVIDENDS AND DISSOLUTION

This corporation shall not have or issue shares of stock. No dividend shall ever be paid and no part of the assets or surplus of this corporation shall be distributed to its members, directors or officers. This corporation may pay compensation in reasonable amounts to employees, members, directors or officers for services rendered and may confer benefits upon its members in conformity with its purposes.

This corporation may be dissolved with the written assent of not less than one-hundred (100%) percent of the members. Upon dissolution of this corporation, other than incident to a merger or consolidation, all of its assets, after payment of its liabilities, shall be distributed to one or more non-profit corporations, societies, trusts or other organizations or an appropriate public agency or agencies, provided, however, that any such non-profit corporation, society, trust, other organization or public agency has purposes deemed by a majority of the directors of this corporation to be similar to those of this corporation and that if none of the foregoing entities are deemed to exist, then all the assets of the corporation, after payment of its liabilities, shall be distributed to a non-profit corporation, society, association, trust or other organization, or any one or more of the foregoing, devoted to the promotion of aesthetic, cultural or educational purposes.

Executed in duplicate this 27th day of May, 1981.

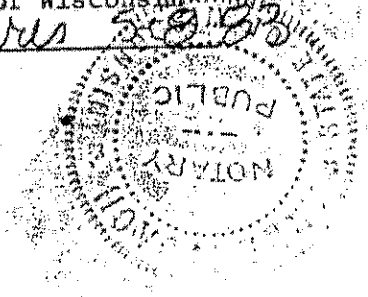
John C. Ladky
John C. Ladky

STATE OF WISCONSIN)
) SS.
MILWAUKEE COUNTY)

Personally came before me this 27th day of May, 1981 the above-named John C. Ladky, to me known to be the person whose name is subscribed to the foregoing Articles of Incorporation, and acknowledged that he executed the same for the purposes therein contained.

Anne J. Baeh
Notary Public, State of Wisconsin
My Commission: expires 3-8-83

This Instrument Was Drafted By
John C. Ladky
2916 N. Marietta Ave.
Milwaukee, Wisconsin 53211



STATE OF WISCONSIN
FILED

JUN 2 1981

VEL PHILLIPS
SECRETARY OF STATE

THIS MUST BE RECORDED PROMPTLY WITH THE COUNTY REGISTER OF DEEDS

United States of America

State of Wisconsin
Office of Secretary of State

REGISTER'S OFFICE - 1 55
Milwaukee County, Wis.
RECORDED AT 11 05 AM

JUN - 5 1981
REEL 1380 IMAGE 305
309
REGISTER OF DEEDS

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING:

The undersigned, as Secretary of State of the State of Wisconsin, certifies that the attached is a duplicate of a document accepted and filed in my office.

DOC # 5479830 #
RECORD 6.00

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at Madison, on the date of filing of said document.

Vel Phillips
VEL PHILLIPS
Secretary of State

DOC # 5479830 #
CERT MS .25
CASH D 77.85
35773 C001 R01 T11:0
JUN 5 81

8/25

RAVINA PARC OWNER'S ASSOCIATION, INC.

DISCLOSURE MATERIALS

SECTION E

MANAGEMENT CONTRACT

CONDOMINIUM AND HOMEOWNERS ASSOCIATION MANAGEMENT AGREEMENT

ASSOCIATION: RAVINA PARC OWNERS ASSOCIATION

AGENT: HUNT MANAGEMENT INCORPORATED

For Property located at: 2650 S. 60TH STREET, MILWAUKEE, WISCONSIN

Beginning: OCTOBER 1, 2019 Ending: SEPTEMBER 30, 2020

This agreement (the "Agreement") is made and entered into this 27th DAY OF AUGUST, 2019, by and between the unit owners' association known as RAVINA PARC OWNERS ASSOCIATION (the "Association"), which is established in accordance with the laws of the State of WISCONSIN for the property known as RAVINA PARC, LOCATED AT 2650 S. 60TH STREET, MILWAUKEE, WISCONSIN, and HUNT MANAGEMENT INCORPORATED (the "Agent").

AUTHORITY OF THE AGREEMENT

The Board of Directors of the Association (the "Board"), on behalf of the Association, hereby appoints Agent to manage the Property, and Agent accepts appointment to manage the Property.
The parties further agree as follows:

Section 1 TERM OF AGREEMENT

The Board appoints Agent exclusively to manage the Property for a period of ONE YEAR, beginning OCTOBER 1, 2019, and thereafter for periods of one year unless this Agreement is terminated as provided in this section or in sections 11 or 12. Either party may terminate this Agreement at the end of the initial term or at the end of any one-year renewal period provided that written notice is given to the other party on or before the sixtieth (60th) day prior to the expiration of the initial term or on or before the sixtieth (60th) day prior to the expiration of such one-year renewal period.

Section 2 SERVICES OF AGENT

Agent shall manage the Property to the extent, for the period, and upon the terms of this Agreement. Agent shall perform the following services in the name of and on behalf of the Association, and the Association hereby gives Agent the authority and powers required to perform these services.

2.1 COLLECTION OF ASSESSMENTS

Agent shall collect (and give receipts for, if necessary) all monthly and other assessments and other monies that are due the Association with respect to the Property and for all rental or other payments from concessionaires, if any. However, Agent shall have no authority or responsibility to collect delinquent assessments or other charges except to send notices of delinquency.

2.2 RECORDS OF INCOME AND EXPENDITURES

Agent shall maintain records of all income and expenses relating to the Property, and shall submit to the Association on or before the FIFTEENTH (15TH) day of the following month, a statement of receipts and disbursements for the preceding month, including a statement of the balance in the operating account for the Property.

2.3 PREPARATION OF ANNUAL BUDGET

NINETY (90) days prior to the beginning of each fiscal year, which begins on JANUARY 1ST. Agent shall prepare and submit to the Board a recommended Annual Budget for the next year showing anticipated income and expenses for such year.

2.4 SUBMISSION OF ANNUAL REPORT

Within THIRTY (30) days after the end of each fiscal year, Agent shall submit to the Association a summary of all receipts and disbursements relating to the Property for the preceding year. However, submission of such annual report shall not be construed to require Agent to supply an audit. Any audit required by the Association shall be prepared at the Association's expense by an auditor(s) of its selection.

2.5 MAINTENANCE OF COMMON ELEMENTS

Subject to the direction of the Board, at the expense of the Association and in accordance with the Association's approved budget, Agent shall cause the common elements of the Property to be maintained according to appropriate standards of maintenance consistent with the character of the Property, including BUILDING & GROUNDS MAINTENANCE & REPAIR, ETC.

2.6 EMPLOYMENT OF PERSONNEL

Agent shall hire, pay, negotiate collective bargaining agreements with (if necessary), supervise, and discharge whatever personnel may be required to maintain and operate the Property on behalf of the Association and in accordance with the budget, job standards, and wage rates previously approved by the Association. All such personnel shall be employees of the Association and not of Agent, and all salaries, taxes, and other expenses payable to or on account of such employees shall be operating expenses of the Property.

2.7 PAYMENT OF EMPLOYMENT TAXES

Agent shall, on behalf of the Association, execute and file all tax and other returns and do and perform all acts required of the Association as an employer under the Federal Insurance Contributions Act, the Federal Unemployment Tax Act, all applicable federal, state, and local income tax laws, and all other laws, regulations, and/or ordinances governing employment and payment of wages. Upon request, the Board shall promptly execute and deliver to Agent all necessary powers of attorney, notices of appointment, and the like. The Association shall supply all funds to pay any taxes.

2.8 UTILITIES AND SERVICES CONTRACTS

Subject to the direction of the Board and on behalf of the Association, Agent shall negotiate contracts for water, electricity, gas, telephone, and such other services as may be necessary or advisable for the common elements of the Property. Agent shall also purchase on behalf of the Association such equipment, tools, appliances, materials, and supplies as are necessary for the proper operation and maintenance of the Property. All such contracts and purchases shall be executed in the name of the Association by its Board of Directors and at its expense.

2.9 PAYMENT OF EXPENSES

From the funds of the Association, Agent shall pay all expenses of the Property, including taxes, building and elevator inspection fees, water rates and other governmental charges, and all other charges or obligations incurred by the Association or by Agent on behalf of the Association with respect to the maintenance or operation of the Property or pursuant to the terms of this Agreement or pursuant to other authority granted by the Board on behalf of the Association.

2.10 RECORDS OF INSURANCE

Agent shall maintain appropriate records of all insurance coverage for the Property carried by the Association as specified in paragraph 10.2. Agent shall cooperate with the Board in investigating and reporting all accidents or claims for damage relating to the ownership, operation, and maintenance of the common elements of the Property, including any damage or destruction to them.

2.11 OTHER SPECIFIC SERVICES OF AGENT

SEE THE ATTACHED SUMMARY OF SERVICES

OTHER SERVICES TO BE NEGOTIATED AND MEMORIALIZED AS REQUIRED

Section 3 LIMITATION ON EXPENDITURES BY AGENT

In discharging its responsibilities under section 2 of this Agreement, Agent shall not make any unbudgeted expenditures or incur any nonrecurring contractual obligation exceeding \$500.00, without the prior consent of the Association through the Board. However, no such consent shall be required to repay any advances made by Agent under the terms of section 5. Notwithstanding these limitations, Agent may, on behalf of the Association and without prior consent of the Board, expend any amount or incur a contractual obligation in any amount required to deal with emergency conditions which may involve a danger to life or property or which may threaten the safety of the Property or the individual owners and occupants or which may threaten the suspension of any necessary service to the Property.

Section 4 AGENT NOT RESPONSIBLE FOR MAINTENANCE OF INDIVIDUAL UNITS

Agent shall have no authority or responsibility for maintenance or repairs to individual units in the Property. Such maintenance and repairs shall be the sole responsibility of the owners individually.

Section 5 DISPOSITION OF FUNDS

Agent shall, on behalf of the Association, deposit collections and pay expenses of the Property as stated below.

5.1 DEPOSIT OF COLLECTIONS

Agent shall deposit all monies collected on behalf of the Association in a bank or other financial institution whose deposits are insured by the federal government or such other depository as directed by the Association AND AGREED TO BY AGENT in writing. The funds of the Association shall at all times be maintained separate and apart from Agent's own funds and from the funds of any others. Agent's designees shall be the only parties authorized to draw upon such accounts (EXCEPTING THOSE ACCOUNTS DESIGNATED AS 'RESERVES' FOR WHICH DIRECTORS / OFFICERS SHALL BE SIGNATORIES). Agent shall not be held liable in the event of bankruptcy or failure of such depository. Such operating account shall not be required to bear interest.

5.2 PAYMENT OF EXPENSES

Agent shall pay all expenses of operation and management of the Property from the Association's funds held in account by Agent. Any amounts owed to Agent by the Association shall also be paid from such account.

5.3 AGENT NOT REQUIRED TO ADVANCE FUNDS

Agent shall have no obligation to advance funds to the Association for any purpose whatsoever. Any funds advanced to the Association by Agent shall be repaid to Agent immediately from the Association's funds. Any sums due Agent under any provision of this Agreement, and not paid within THIRTY (30) days after such sums have become due, shall bear interest at the rate of 12% per annum.

5.4 BONDING OF EMPLOYEES

All employees of Agent who handle or are responsible for the safekeeping of any monies of the Association shall be covered by a bond protecting the Association. Such bond shall be in an amount and with a company determined by Agent and may be a blanket or umbrella bond. The expense of such bonding shall be paid by AGENT.

Section 6 ATTENDANCE AT BOARD MEETINGS

Agent, or a designated employee or other representative of Agent, shall attend ONE regular meeting of the Board EACH MONTH and the annual meeting of the Association. SUCH ATTENDANCE SHALL BE LIMITED TO ONE HOUR BEYOND WHICH A MINIMUM \$100.00 PER HOUR CHARGE SHALL ACCRUE. Upon not less than SIX (6) DAYS notice, Agent or its designated representative shall attend ADDITIONAL meetings of the Board or of the Association as requested, provided that the Association shall pay Agent \$100.00 per hour for that individual's attendance at each meeting. Agent or its representative shall be custodian of the official records of the Board and the Association. HOWEVER, neither Agent nor its representative shall be required to record the minutes of such meetings. (SEE SECTION 9.3).

Section 7 ONE BOARD MEMBER TO DEAL WITH AGENT

The Board shall designate one of its members who shall be authorized to deal with Agent on any matter relating to the management of the Property. Agent shall not accept directions or instructions with regard to the management of the Property from anyone else. In the absence of any other designation by the Board, the President of the Board shall be deemed to have this authority. Board appoints THE VICE PRESIDENT as alternate should the President be unavailable. Agent may, but is not required to, submit any matter, direction, instruction or the like to the Board and shall then follow the direction of the Board.

Section 8 LIMITATION OF AGENT'S AUTHORITY AND RESPONSIBILITY

Agent's authority to act and responsibility for the Property shall be subject to the limitations set forth below.

8.1 STRUCTURAL CHANGES

Agent shall have no authority to make any structural changes in the Property or to make any other major alterations or additions in or to any building or equipment therein, except such emergency repairs as may be required because of danger to life or property or which are immediately necessary for the preservation and safety of the Property or for the safety of the individual owners and occupants or which are required to avoid the suspension of any necessary service to the Property.

8.2 BUILDING COMPLIANCE

Agent shall not be responsible for the compliance of the Property or any of its equipment with the requirements of any building codes or with any statutes, ordinances, laws, rules, or regulations (including those relating to the existence and disposal of solid, liquid, and gaseous wastes, and toxic or hazardous substances) of any city, county, state, or federal governments or agencies, or any public authority or official thereof having jurisdiction over it. HOWEVER, Agent shall notify the Association promptly or forward to the Association promptly any complaints, warnings, notices, or summonses received by Agent relating to such matters. The Association represents that to the best of its collective knowledge the Property complies with all such requirements, and the Association authorizes Agent to disclose the ownership of the Property to any such officials and agrees to indemnify, defend, and hold Agent, its representatives, servants, and employees, harmless of and from all loss, cost, expense, and liability whatsoever which may be imposed on them by reason of any present or future violation or alleged violation of such laws, ordinances, rules, or regulations.

8.3 AGENT ASSUMES NO LIABILITY

Agent assumes no liability whatsoever for any acts or omissions of the Board or the Association, or any previous boards or current or previous owners of the Property, or any previous management or other agent of either. Agent assumes no liability for any failure of or default by any individual unit owner in the payment of any assessment or other charges due the Association or in the performance of any obligations owed by any individual unit owner to the Association, pursuant to any lease or otherwise. Agent likewise assumes no liability for any failure of or default by concessionaires in any rental or other payments to the Association. Nor does Agent assume any liability for previously unknown violations of environmental or other regulations which may become known during the period this Agreement is in effect. Any such regulatory violations or hazards discovered by Agent shall be brought to the attention of the Association in writing, and the Association shall promptly cure them.

Section 9 AGENT'S COMPENSATION

Agent shall be compensated for specific services as stated below.

9.1 FOR MANAGEMENT SERVICES

The Association shall pay Agent a management fee of \$1,000.00 per month. The management fee shall be paid monthly in advance. The management fee shall be adjusted annually upon approval by the Board of the Annual Budget, which adjustment shall be incorporated into this Agreement by reference. No further charge shall be made by Agent for Agent's services and other services of Agent's professional staff, except as otherwise expressly provided in this Agreement. Any clerical services performed for the Association, such as preparation and circulation of notices and newsletters and general correspondence of the Association, shall be at the Association's expense, including postage and other expenses.

9.2 FOR CONSTRUCTION, REMODELING, OR OTHER CONTRACTING SERVICES

TO BE NEGOTIATED AND MEMORIALIZED AS REQUIRED

9.3 FOR OTHER SERVICES

ADDITIONAL MEETINGS, SITE INSPECTIONS, AND APPEARANCES AT DEPOSITIONS, HEARING, TRIALS OR SIMILAR PROCEEDINGS ON BEHALF OF OR IN CONJUNCTION WITH AGENT'S SERVICE TO ASSOCIATION - \$100.00 PER HOUR.

Section 10 OBLIGATIONS OF THE ASSOCIATION

The Association shall insure the Property, Agent, and itself against liability and bear the expense of any and all litigation against the Property, Agent, and the Association as stated below. In addition, the Association shall provide for an initial deposit and contingency reserve and, through its Board, approve an Annual Budget for the Property.

10.1 SAVE AGENT HARMLESS FROM LIABILITY SUITS

The Association shall indemnify, defend, and save Agent harmless from all suits or other claims including, but not limited to, those alleging any negligence of Agent or its employees in connection with the Property or the management thereof and from liability for damage to property and injuries to or death of any employee or other person. The Association shall pay all expenses incurred by Agent including, but not limited to, all attorneys' fees, costs, and expenses incurred to represent Agent in regard to any claim, proceeding, or suit involving alleged negligence of Agent or its employees in connection with or arising out of the management of the Property.

10.2 ESTABLISH AND MAINTAIN LIABILITY INSURANCE

The Association shall carry at its own expense public liability, boiler, fire and extended coverage, elevator liability (if elevators are part of the equipment of the Property), and workers' compensation insurance, and such other insurance as may be necessary or appropriate. Such insurance policies shall name both the Association and Agent as ADDITIONAL INSURED, and their coverage shall be adequate to protect the interests of both parties and in form, substance, and amounts reasonably satisfactory to Agent. The Association shall provide Agent with certificates AND ADDITIONAL INSURED ENDORSEMENTS evidencing such insurance or with duplicate copies of such policies within TEN (10) days from the date of execution of this Agreement; or Agent may, but shall not be obligated to, place said insurance and charge the cost thereof to the account of the Association. Said policies shall provide that notice of default or cancellation shall be sent to Agent as well as to the Association and shall require a minimum of THIRTY (30) days' written notice to Agent before any cancellation of or changes to said policies. FURTHER, IT IS AGREED THAT THE ASSOCIATION'S INSURANCE COVERAGE SHALL BE PRIMARY AND AGENT'S INSURANCE COVERAGE SHALL BE NON-CONTRIBUTORY.

10.3 PAY ALL EXPENSES OF ANY LITIGATION

The Association shall pay all expenses incurred by Agent including, but not limited to, Agent's costs and time, any liability, fines, penalties or the like, settlement amounts, and attorneys' fees for counsel employed to represent Agent or the Association in any proceeding or suit involving any alleged or actual violation by Agent or the Association or the Board, or any combination of all of them, of any law or regulation of any governmental body pertaining to environmental protection, fair housing, or fair employment, including, but not limited to, any law prohibiting or making illegal discrimination on the basis of race, sex, creed, color, religion, national origin, family status, or mental or physical handicap. However, the Association shall not be responsible to Agent for any such expenses in the event Agent is finally adjudged to have personally, and not in a representative capacity, violated any such law. Nothing contained in this Agreement shall obligate Agent to employ legal counsel to represent the Board or the Association in any such proceeding or suit.

10.4 SAVE AGENT HARMLESS FROM LABOR LAW VIOLATIONS

The Association shall indemnify, defend, and save Agent harmless from all claims, investigations, and suits, or from the Association's or the Board's actions or failures to act, with respect to any alleged or actual violation of state or federal labor laws. The Association's obligation with respect to such violation(s) shall include payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, litigation expense, and attorneys' fees.

10.5 PROVIDE FOR INITIAL DEPOSIT AND CONTINGENCY RESERVE

Immediately on commencement of this Agreement, the Association shall remit to Agent the sum of \$5,000.00 to be deposited in the account(s) established for the Association pursuant to paragraph 5.1, such amount representing the estimated disbursements to be made in the first month, plus an additional sum of \$5,000.00 as a contingency reserve. The Association agrees to maintain this contingency reserve amount at all times and shall agree in writing to a new contingency reserve when such is required. The contingency reserve thus established is to enable Agent to pay obligations of the Association as they become due and is an amount separate from the reserve funds which accrue from assessments of individual unit owners.

10.6 APPROVE ANNUAL BUDGET

Within THIRTY (30) days of receipt of the recommended Annual Budget prepared by Agent, the Board shall either approve the budget as submitted or provide Agent with written notice setting forth those items which are unacceptable to the Board or provide agent with written notice advising Agent what additional information is required. Failure to provide such notice to Agent within said thirty (30) day period shall be deemed as approval of the Annual Budget by the Board. Upon approval, Agent shall be authorized to operate and manage the

Property in accordance with the Annual Budget.

Section 11 TERMINATION BY AGENT FOR CAUSE

Agent shall have the right to cancel this Agreement at any time in the event that any insurance required of the Association is not maintained without any lapse. Agent shall also have the right to cancel this Agreement at any time in the event it is alleged or charged that the Property or any equipment therein or any act or failure to act by the Board or the Association with respect to the Property or the sale, rental, or other disposition thereof or with respect to the hiring of employees to manage it fails to comply with or is in violation of any requirement of any constitutional provision, statute, ordinance, law, or regulation of any governmental body or any order or ruling of any public authority or official thereof having or claiming to have jurisdiction over it, and Agent in its sole and absolute discretion considers that the action or position of the Association or the Board with respect thereto may result in damage or liability to Agent, or disciplinary proceeding with respect to Agent's license. Agent shall provide written notice to the Association of its election to terminate this Agreement, in which case termination shall be effective upon the service of such notice.

Section 12 TERMINATION BY THE ASSOCIATION; CANCELLATION FEE

The Association OR AGENT may cancel this Agreement at any time on not less than SIXTY (60) days prior notice to Agent OR ASSOCIATION. THERE SHALL BE NO CANCELLATION FEE.

Section 13 ASSOCIATION RESPONSIBLE FOR PAYMENTS

Upon termination of or withdrawal from this Agreement by either party, the Association shall assume the obligations of any contract or outstanding bill executed by Agent under this Agreement for and on behalf of the Association and responsibility for payment of all unpaid bills. In addition, the Association shall furnish Agent security, in an amount satisfactory to Agent, against any obligations or liabilities which Agent may have properly incurred on the Association's behalf under this Agreement.

Agent may withhold funds for ninety (90) days after the end of the month in which this Agreement is terminated, in order to pay bills previously incurred but not yet invoiced and to close accounts. Agent shall deliver to the Association, within ninety (90) days after the end of the month in which this Agreement is terminated, any balance of monies due the Association which were held by Agent with respect to the Property, as well as a final accounting reflecting the balance of income and expenses with respect to the Property as of the date of termination or withdrawal, and all records, contracts, leases, receipts for deposits, and other papers or documents which pertain to the Property.

Section 14 RELATIONSHIP OF AGENT TO THE ASSOCIATION

The relationship of the parties to this Agreement shall be that of Principal and Agent, and all duties to be performed by Agent under this Agreement shall be for and on behalf of, in the name of and for the account of the Association. In taking any action under this Agreement, Agent shall be acting only as Agent for the Association, and nothing in this Agreement shall be construed as creating a partnership, joint venture, or any other relationship between the parties to this Agreement except that of Principal and Agent, or as requiring Agent to bear any portion of losses arising out of or connected with the ownership or operation of the Property. Nor shall Agent at any time during the period of this Agreement be considered a direct employee of the Association. Neither party shall have the power to bind or obligate the other except as expressly set forth in this Agreement, except that Agent is authorized to act with such additional authority and power as may be necessary to carry out the spirit and intent of this Agreement.

Section 15 INDEMNIFICATION SURVIVES TERMINATION

All representations and warranties of the parties contained herein shall survive the termination of this Agreement. All provisions of this Agreement that require the Association to have insured or to defend, reimburse, or indemnify Agent shall survive any termination; and if Agent is or becomes involved in any proceeding or litigation by reason of having been the Association's Agent, such provisions shall apply as if this Agreement were still in effect.

Section 16 HEADINGS

All headings and subheadings employed within this Agreement are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement.

Section 17 FORCE MAJEURE

Any delays in the performance of any obligation of Agent under this Agreement shall be excused to the extent that such delays are caused by wars, national emergencies, natural disasters, strikes, labor disputes, utility failures, government regulations, riots, adverse weather, and other similar causes not within the control of Agent, and any time periods required for performance shall be extended accordingly.

Section 18 COMPLETE AGREEMENT

This Agreement, including any specified attachments, constitutes the entire agreement between the Association and Agent with respect to the management and operation of the Property and supersedes and replaces any and all previous management agreements entered into or/and negotiated between the Association and Agent relating to the Property covered by this Agreement. No change to this Agreement shall be valid unless made by supplemental written agreement executed and approved by the Association and Agent. Except as otherwise provided herein, any and all amendments, additions, or deletions to this Agreement shall be null and void unless approved by the Association and Agent in writing. Each party to this Agreement hereby acknowledges and agrees that the other party has made no warranties, representations, covenants or agreements, express or implied, to such party, other than those expressly set forth herein, and that each party, in entering into and executing this Agreement, has relied upon no warranties, representations, covenants or agreements, express or implied, to such party, other than those expressly set forth herein.

Section 19 RIGHTS CUMULATIVE; NO WAIVER

No right or remedy herein conferred upon or reserved to either of the parties to this Agreement is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given under this Agreement or now or hereafter legally existing upon the occurrence of an event of default under this Agreement. The failure of either party to this Agreement to insist at any time upon the strict observance or performance of any of the provisions of this Agreement, or to exercise any right or remedy as provided in this Agreement, shall not impair any such right or remedy or be construed as a waiver or relinquishment of such right or remedy with respect to subsequent defaults. Every right and remedy given by this Agreement to the parties to it may be exercise from time to time and as often as may be deemed expedient by those parties.

Section 20 APPLICABLE LAW AND PARTIAL INVALIDITY

The execution, interpretation, and performance of this Agreement shall in all respects be controlled and governed by the laws of the State of WISCONSIN. If any part of this Agreement shall be declared invalid or unenforceable, Agent shall have the option to terminate this Agreement by notice to the Association.

Section 21 NOTICES

Any notice required or provided for in this Agreement shall be in writing and shall be addressed as indicated below or to such other address as Agent or the Association may specify hereafter in writing.

21.1 TO AGENT

HUNT MANAGEMENT INCORPORATED
10520 N. BAEHR ROAD, SUITE Q
MEQUON, WI 53092
(OR LEGAL ADDRESS)

21.2 TO THE ASSOCIATION

President of the Board
(CURRENT LEGAL ADDRESS)

21.3.1 DELIVERY OF NOTICES

Notices or other communications between the parties to this Agreement may be mailed by United States registered or certified mail, return receipt requested, postage prepaid, and may be deposited in a United States Post Office or a depository regularly maintained by the post office. Such notices may also be delivered by hand or by any other receipted method or means permitted by law. For purposes of this Agreement, notices shall be deemed to have been "given" or "delivered" upon personal delivery thereof or forty-eight (48) hours after having been deposited in the United States mails as provided herein.

Section 22 AGREEMENT BINDING ON SUCCESSORS AND ASSIGNS

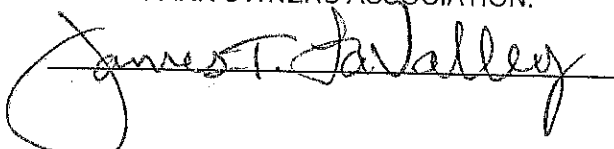
This Agreement shall be binding upon and inure to the benefit of the successors and assigns of Agent and the heirs, administrators, successors, and assigns of the Association. Notwithstanding the preceding sentence, Agent shall not assign its interest under this Agreement except in connection with the sale of all or substantially all of the assets of its business. In the event of such sale, Agent shall be released from all liability under this Agreement upon the express assumption of such liability by its assignee.

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have affixed or caused to be affixed their respective signatures this 27TH day of AUGUST, 2019.

Board: RAVINA PARK OWNERS ASSOCIATION.

BY



TITLE

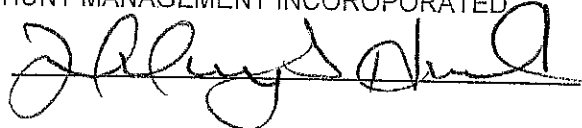
PRESIDENT

BY

TITLE

Agent: HUNT MANAGEMENT INCORPORATED

BY



TITLE

PRESIDENT

RAVINA PARC OWNER'S ASSOCIATION, INC.

DISCLOSURE MATERIALS

SECTION F

ANNUAL OPERATING BUDGET

Ravina Parc

To all residents of Ravina Parc,

First, thank you to all who attended our semi-annual meeting. We had the highest turnout of residents of any meeting in the last ten years. Two-thirds of our residents either attended in person or returned their proxy forms in advance.

This is exactly the kind of personal involvement we are going to need if we are going to keep our association vibrant and informed.

Two major decisions came out of the meeting. The first is that it has become evident for years that the cost of maintaining this building is increasing. For those who attended the meeting, we showed the actual costs associated with our budget: gas, electricity, water, taxes, insurance, landscaping, snow removal, emergency repairs, etc.

If we continue as we have without increasing our HOA fees or implementing a special assessment, we will deplete our reserve funds and become fiscally insolvent. That is a situation we will not all to happen. As a result, the residents approved a \$50 a month HOA increase (per unit) starting on January 1, 2026. That money will be used to update the building and the grounds.

The fact that heat is included with our HOA fees makes it difficult to compare our HOA fees with other associations that make residents pay for heat separately. We think this is a fair and equitable solution.

Secondly, all residents will be required to recycle based on the guidelines set forth by the City of Milwaukee. Separation of recyclables and garbage will be required. We have some residents who recycle responsibly and others who simply throw everything in the green dumpster. That is simply irresponsible, violates City of Milwaukee regulations and will result in fines going forward. Our process will involve an initial warning followed by a fine for the first violation and increasing fines for subsequent violations.

If you have questions regarding any of this, please reach out to our property manager. The preferred method of communication would be email.

Thank you for continuing to try to keep Ravina Parc one of the most affordable owner occupied associations in the City of Milwaukee.



A Community Presence

August 4, 2025

TO: All Ravina Parc Condominium Unit Owners

RE: **2026 Approved Budget**

For your review, use, and file we have enclosed the 2026 Approved Budget.

After reviewing the Association's financial status, the Board of Directors has resolved that your monthly condominium fees will increase for the fiscal year 2026. Your monthly condominium fees will increase by \$50.00 per month, beginning January 1, 2026.

If you have been paying your monthly assessment through our lockbox system a new assessment payment coupon book will be sent to you in the near future. Note that the coupon book does not include envelopes. The last page of the book has address labels that must be affixed to your own envelope and mailed. **Please note: That a coupon is not necessary to make your payment, checks can be mailed directly to the Arlington Heights address listed below.**

If you are paying via automatic withdrawal, we will continue to withdraw the monthly fee from your account in the same manner as was done in 2025. For those of you who have your bank pay your fees, please advise them to send checks to the following mailing address:

**Ravina Parc Owner's Association
c/o Hunt Management, Inc.,
P.O. Box 1755
Arlington Heights, IL 60006-1755**

As always, your Board of Directors and Hunt Management will continue their efforts toward maintaining and improving the financial and physical soundness of the Association and both thank you for your continued understanding and support.

Should you ever have any questions about the Association's financial status, please do not hesitate to contact me at angie@huntmanagement.com

Sincerely,

Hunt Management Incorporated, AAMC
Management Company for
Ravina Parc Owner's Association

Angie Rosploch

Angie Rosploch, CMCA
Property Manager

10520 N. Baehr Road, Suite Q
Mequon, WI 53092

huntmanagement.com
888-305-1071

Phone: (262)238-1480
Fax: (262)238-1485

RAVINA PARC CONDOMINIUMS
2025 INCOME/EXPENSE SUMMARY
AND DRAFT 2026 BUDGET

	INCOME	2025 BUDGET	2026 BUDGET
	ASSOCIATION FEES	\$ 97,178.00	\$ 113,978.00
	BMO CONTRIBUTION	\$ -	\$ -
	SPECIAL ASSESSMENT	\$ -	\$ -
	LAUNDRY INCOME	\$ 3,000	\$ 3,000
	TOTAL	\$100,178	\$116,978
	EXPENSES		
	ACCOUNTING (TAX PREP)	\$ 210	\$ 220
	ELECTRIC	\$ 5,100	\$ 5,600
	GAS	\$ 11,500	\$ 13,000
	INTERNET	\$ 1,400	\$ 1,400
	FIRE ALARM TESTING	\$ 300	\$ 300
	INSURANCE	\$ 14,000	\$ 14,000
	HOUSEKEEPING	\$ 4,500	\$ 4,800
	LAWN SERVICE	\$ 2,800	\$ 3,500
	LEGAL	\$ 500	\$ 500
	MAINTENANCE	\$ 5,000	\$ 13,000
	CARPET CLEANING	\$ 880	\$ 880
	MANAGEMENT (HUNT)	\$ 14,800	\$ 15,540
	EXTERMINATION	\$ 2,000	\$ 2,100
	ADMINISTRATIVE	\$ 500	\$ 2,000
	PETTY CASH	\$ 400	\$ 400
	RESERVE CONTR	\$ 12,488	\$ 16,038
	SEWER / WATER	\$ 17,200	\$ 18,000
	SNOW REMOVAL	\$ 3,500	\$ 2,500
	WATER HEATER RENTAL	\$ 3,100	\$ 3,200
	CONTINGENCY	\$ -	\$ -
	TOTAL	\$100,178	\$116,978
	SPECIAL PROJECTS		
	RESERVE PROJECTS	\$0	\$0
	TOTALS	\$0	\$0
	GRAND TOTAL	\$100,178	\$116,978
	OVER/UNDER	\$0	\$0

Unit #	2026 Fees
1	380.00
2	323.90
3	328.30
4	323.90
5	354.70
6	323.90
7	323.90
8	323.90
9	354.70
10	323.90
11	323.90
12	323.90
13	354.70
14	323.90
15	323.90
16	323.90
17	366.80
18	362.40
19	323.90
20	362.40
21	331.60
22	323.90
23	411.90
24	323.90
25	328.30
26	323.90
27	380.00
28	323.90

Garage Account		
INCOME		
GARAGE INCOME	\$ 2,000	\$ 2,000
EXPENSE		
GARAGE REPAIRS	\$ 1,400	\$ 1,400
GARAGE ELECTRIC	\$ 600	\$ 600
TOTAL	2000	2000

RAVINA PARC OWNER'S ASSOCIATION, INC.

DISCLOSURE MATERIALS

SECTION G

RULES AND REGULATIONS

Attention All Owners
Ravina Parc Owners Association Rulers & Regulations
(Required reading & adherence)

Laundry Room:

- Hours are 8am to 10pm daily. Please make sure machines, tubs, lint filters & room are clean when you exit. As a courtesy to others, please do not remove their items from either machine. Do not overload machines as repairs are costly. When using south laundry room, DO NOT activate both machines at once as the singular waste water tub will overflow & cause flooding. Non-residents ARE NOT allowed to use laundry facilities. NO dry cleaning or dye solutions are permitted. Detergent & bleach bottles are to be RECYCLED in the blue bins outside.

Building Security:

- Please DO NOT buzz in anyone until they have been properly identified. Solicitors ARE NOT allowed in our building.
- If you lose your main entrance key, a Board member can provide you with a master to have a new one made; we do have security camera in place in assorted areas of the property.
- Working smoke alarms are required in all units by Ordinance of the City of Milwaukee for the safety of yourself & your neighbors.
- Renters ARE NOT allowed per Condo Declaration, 4th amendment.

Patios/Balconies:

- These areas can only include patio furniture, flowers and lights. They should not be used for storage of other items. Nothing combustible is to be stored on either. However, a grill may be kept on patios ONLY, but cannot be used there. It must be located 15 feet from the building when used in accordance with the Milwaukee Fire Department Codes.
- Drying or airing of clothing is not permitted.

Real Estate transactions:

- Owners selling their unit should notify the Board of the realtor handing the sale. Open Houses are allowed on weekends which is the ONLY time a sign is allowed.

Miscellaneous items:

- For repairs covered by your maintenance fee, i.e. heating problems, please notify a Board member via a Service Request form to be found on hallway bulletin boards.
- Exterior doors – please do not use your key as a handle to pull these heavy doors open as this causes wear and tear on the keys & tumblers. Keys can break off in the locks also causing repair bills.
- No boots, shoes or other items should be left in the common hallways and no rugs/mats are allowed in front of unit doors.
- Please observe the “Loading Zone” areas on the streets at the front & Cleveland Avenue entrances (one vehicle length of each side of sidewalk). These designated areas are for pick-up & drop off only.
- Remodeling – extensive remodeling and repairs should be done by licensed certified trade people. In addition, be considerate of other residents, NO noise after 10pm is allowed.

- In addition, NO noise after 10pm is the general rule in consideration of your neighbor on the other side of your walls.
- Parking – our lots are for owners only, we DO NOT have guest parking.
- A reminder – NO pets are allowed.
- During the holidays, please adhere to Condo By-laws and refrain from placing decorative lights on or around windows. As a condominium development, we want to have a uniform and attractive building appearance.
- Lobby bulletin board is for use of Board members only.

Basement/storage lockers:

- DO NOT leave any items outside your locker OR anywhere else in the common area of the basement.

Winter guidelines:

- Snow plowing – regulations are posted on the bulletin boards, please adhere to these rules. Any vehicle in the parking lots during a snow plowing operation will be fined \$25 for each occurrence. Lois, Unit #4, is in charge of this function
- Please close all windows and doors to keep heating costs down & cover your air-conditioner whenever possible.
- With snow & ice prevalent, feel free to use the salt located in all entrances when necessary.

Recycling instructions:

- Please note important item listing on the Board members sheet enclosed.
- It is the responsibility of each owner to call for special garbage pickup when items are too large for dumpster. Please call 414-286-8282 (or online at city website: <http://www.ci.mi.wi.us/RequestsSpecialGarga3282.htm>).
- Cardboard – No cardboard or paper materials should be placed in green dumpster. Please break down boxes before placing them in the blue recycling bins.
- Energy efficient light bulbs must be disposed of at the City of Milwaukee Self Help Station, 3879 W. Lincoln Avenue. For hours call 414-286-2489. DO NOT place these items in the dumpster or recycling bins.
- DO NOT place hazardous waste items in our dumpster or bins. Take products such as pesticides, paints, solvents and other potentially harmful chemicals to one of the Milwaukee Metropolitan Hazardous Waste sites or call 414-225-2066 for hours & locations or on-line at www.mmsd.com & select “household hazardous waste.”

Thank you for your cooperation in these matters.

Ravina Parc Board of Directors



A Community Presence

June 23, 2020

Dear Ravina Parc Owner,

RE: New Rule – Transfer of Ownership Fee

On June 12, 2020 the Board of Directors adopted a Resolution regarding a Transfer of Ownership Fee to be paid during the sale of a unit, and a copy of the new rule is attached.

Please review this new rule carefully and until such time as the entire Rules & Regulations packet is revised and published, please attach the rule to your personal copy of the Ravina Parc Rules & Regulations, which is a part of your complete Governing Documents.

Please contact me if you have any related questions or comments. My email address is arielle@HuntManagement.com.

Thank you.

Sincerely,

Hunt Management Inc., AAMC
Management Company for
Ravina Parc Owners Association, Inc.


Arielle Mason
Property Manager

IMPORTANT INFORMATION

Please keep this information with your governing documents

Ravina Parc Owner's Association, Inc.

RESOLUTION FOR TRANSFER OF OWNERSHIP FEE

WHEREAS the Board of Directors shall from time to time adopt rules and regulations governing the operation, maintenance and use of the units and common elements and facilities by the unit owner and occupants, pursuant to Article VI. Section 6.2 of the Bylaws,

WHEREAS, it is the fiduciary duty of the Board of Directors to Preserve, Protect, and Enhance the common areas of the property,

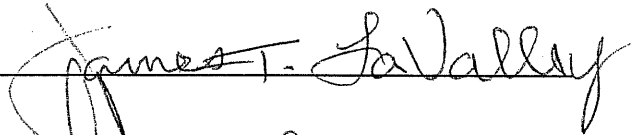
WHEREAS, it is the intent of the Board of Directors to maintain the long-term health of the Association by adequately funding the Association's reserve funds,

BE IT THEREFORE RESOLVED, that "an amount equivalent to two (2) months of monthly assessments is due and payable at the time of transfer of ownership of any unit to be payable by the purchaser. This transfer of ownership fee shall be deposited into the reserve fund for contingencies and appropriate replacement reserves associated with the common elements. The transfer of ownership fee shall be in addition to any assessments attributable to the unit and shall not be credited to any outstanding assessments or future assessments payable by the owner of the unit."

BE IT FURTHER RESOLVED that a copy of this resolution shall be sent to all members at their last known address by June 30, 2020

The Board of Directors adopted this resolution on June 12, 2020 and the rule will go in effect on July 1, 2020.

President: _____



Vice President: _____

