INDEX OF DISCLOSURE MATERIALS

UNDER 703.33, WIS. STATS.

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

2. **CONDOMINIUM PLAT:** The Condominium Plat contains the legal description of the property and survey of the property. The Condominium Plat is contained on Page 17.

3. **BYLAWS:** The Bylaws contain rules which govern the Condominium and effect the rights and responsibilities of Unit Owners. The Bylaws begin on Page 20.

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 34.

5. **RULES AND REGULATIONS:** The Rules and Regulations govern details of the operation and use of the common areas and limited common areas and the units of the Condominium. The Rules and Regulations begin on Page 38.

6. **PROJECTED ANNUAL BUDGET:** The Condominium 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 Projected Annual Budget is on Page 40.

DISCLOSURE MATERIALS
(REQUIRED BY 703.33, WIS. STATS.)

FOR
RIVERS EDGE CONDOMINIUMS, AN EXPANDABLE CONDOMINIUM

LOCATED IN TWO RIVERS, WISCONSIN

1. THESES ARE THE LEGAL DOCUMENTS COVERING YOUR RIGHTS AND RESPONSIBILITIES AS A CONDOMINIUM OWNER. IF YOU DO NOT UNDERSTAND ANY PROVISIONS CONTAINED HEREIN, YOU SHOULD OBTAIN LEGAL ADVICE.

2. THESE DISCLOSURE MATERIALS GIVEN TO YOU AS REQUIRED BY LAW, MAY BE RELIED UPON AS CORRECT AND BINDING. ORAL STATEMENTS MAY NO BE LEGALLY BINDING.

3. YOU MAY, AT ANY TIME WITHIN FIVE (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. IN SUCH EVENT THESE DOCUMENTS SHALL BE RETURNED TO THE BUSINESS ADDRESS OF DECLARANT WITHIN TEN (10) DAYS THEREFROM.

THE BUSINESS ADDRESS OF THE DECLARANT AND DECLARANT'S AGENT IS:

OAK PARK DEVELOPERS, L.L.C., A LIMITED LIABILITY COMPANY
2500 WASHINGTON STREET
MANITOWOC, WI 54220

DECLARANT'S AGENT:
JEFFREY C. CHECK
2500 WASHINGTON STREET
MANITOWOC, WI 54220

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AN EXPANDABLE CONDOMINIUM
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CONDOMINIUM DECLARATION

OF

CONDITIONS, COVENANTS, RESTRICTIONS AND EASEMENTS

FOR

RIVERS EDGE CONDOMINIUMS, AN EXPANDABLE CONDOMINIUM

This Declaration of Condominium Ownership is made pursuant to the Unit Ownership Act of the State of Wisconsin, Chapter 703 of the Wisconsin Statutes, (hereinafter sometimes referred to as the "Act"), this 6th day of June ____, 2001, by Oak Park Developers, L.L.C., a Limited Liability Company, referred to as "Declarant".

1. **Statement of Declaration**. The purpose of the Declaration is to submit the lands hereinafter described together with all improvements constructed or to be constructed thereon to the condominium form of ownership in the manner provided by the Act and by this Declaration.

Declarant declares that it is the owner of the real property described in Section 2.4 hereof, together with all buildings and improvements located or to be located thereon (Condominium Property) which is submitted to the condominium form of use and ownership as provided for in the Act and this Declaration and which property will be held, conveyed, devised, leased, encumbered, used, improved, and in all respects otherwise affected subject to the provisions, conditions, covenants, restrictions, and easements of this Declaration and the Act.

2. **Description of Development**.

2.1 Name. The real estate as described in Section 2.4 together with all buildings and improvements located or to be located thereon will be known as "Rivers Edge Condominiums, an expandable condominium".

2.2 Address. The address of the condominium is: 2121 - 45th Street, Units A, B, C, D, E, F, G, H, I, J, K, and L, Two Rivers, Wisconsin 54241.

2.3 Expanding Condominium. The Declarant reserves the right to expand this condominium development. The right of expansion is reserved by the Declarant pursuant to Wisconsin Statute Sec. 703.26 for a period of ten (10) years from the date of the recording of this Declaration. Liabilities for common expenses, rights to common surpluses and the number of votes appertaining to Units added

to the Condominium pursuant to this provision will be the same for those Units declared to be part of the Condominium by this Declaration.

2.4 Description. The following described real estate is subject to the provisions of this Declaration:

DESCRIPTION OF PHASE 1.

See Exhibit "B" attached hereto.

DESCRIPTION OF PHASE 2.

See Exhibit "B" attached hereto.

DESCRIPTION OF PHASE 3.

See Exhibit "B" attached hereto.

2.5 Development Plan. Phase 1. of Rivers Edge Condominiums, an expandable condominium, will consist of one (1) building containing twelve (12) units as shown on the condominium plat.

Phase 2. of Rivers Edge Condominiums, an expandable condominium, will consist of one (1) building containing five (5) units as shown on the condominium plat.

Phase 3. of Rivers Edge Condominiums, an expandable condominium, will consist of one (1) building containing five (5) units as shown on the condominium plat.

Each phase may be developed on the following described parcels of land, any part of which will not be subject to the provisions of this Declaration until the description of said parcel or parcels is contained in Section 2.4 by amendment of this Declaration for the purpose of expansion. The description of additional Phases which may be added to the development are shown on Exhibit "B" attached hereto and made a part hereof.

2.6 Ownership Interest. The initial ownership interest and voting rights formula will be one-third (1/3) interest for each unit, subject to Section 8.2 following. However, as the condominium development is expanded, the formula for determining ownership interest in the common elements and voting rights, subject to Section 8.2 following, will be as follows:

The numerator will be the number of units owned by a particular owner, and the denominator will be the total number of units declared at a particular

time, subject to amendment for expansion. The denominator will not exceed twenty-two (22).

2.7. **Easements**.

(a) **Declarant's Reservation and Rights to Grant Easements for Utilities and Rights to Connect to Utilities**. Declarant reserves for itself and for the Association the right to grant to public or semi-public utility companies, easements and rights-of-way (and any and all improvements contained therein) for the erection, construction and maintenance of all poles, wires, pipes and conduits for the transmission of electricity, gas, water, telephone, cable television and for other purposes, for sewers, storm water drains, gas mains, water pipes and mains and similar services, and for performing any public or quasi public utility function that the Association may deem fit and proper for the improvement and benefit of the Condominium. Easements and rights-of-way will be confined, to the extent possible, in underground pipes or other conduits, with the necessary rights of ingress and egress and with the rights to do whatever may be necessary to carry out the purposes for which the easement is created.

Declarant reserves for itself and its successors and assigns the right to connect with any of the above-described utility lines, underground pipes, or other conduits together with access to the Condominium Property for connection.

(b) **Easement for Construction, Access, and Maintenance**. Declarant reserves for itself and its successors and assigns a right to access over, across and through the Condominium Property for the purpose of transporting construction materials, for making underground or above ground utility connections and any other reasonable use related to the construction of buildings, Units, improvements, and amenities in the first and additional phases of the Condominium.

(c) **Easements to Run with the Land**. All rights and easements described are perpetual rights and easements appurtenant to and running with the land and will be mortgagee and other person having any

interest in the Condominium Property or any part thereof. Reference in any deed of conveyance, mortgage, trust deed or other instrument affecting any part of the Condominium Property to the rights and easements contained in this Declaration shall be sufficient to create and reserve rights and easements to the respective grantees, mortgagees and trustees named as fully as though rights and easements were set forth in their entirety in such instrument.

3. **Description of Buildings**.

3.1 Construction and Location of Buildings. The buildings will have basements and will be one (1) story in height and will be of wood frame construction. Complete construction details are contained in the working plans and drawings available for inspection at the office of the Declarant. The buildings are to be located on the real estate as indicated on the plat attached hereto. The units are fully described in the building and the floor plans contained in the Plat as described on Exhibit A.

3.2 Boundaries of Units. The outer boundaries of each unit are the interior surface of the perimeter walls, floors, and ceilings, including the windows, window frames, doors and door frames of the unit.

3.3 Alteration of Plans. The buildings are to be located on the land as shown on the Condominium Plat. Declarant reserves the right to change the layout and dimensions of the buildings and units as shown on Plat which are not yet fully constructed provided that such changes will not substantially alter the nature and quality of the buildings and units located therein. Declarant will have the right to amend this Declaration at its sole discretion for the purpose of recording a plat, survey or plans depicting any changes in the layout, location, unit numbers and dimensions of the buildings and units as finally located and erected.

4. **Number and Identification of Units**.

4.1 Number. There will be a total of twenty-two (22) units in Rivers Edge Condominiums, an expandable condominium, upon completion of all phases.

4.2 Identification. A unit is that part of a building intended for individual, private use, comprised of one or more cubicles of air at one or more levels of space, having outer boundaries formed by the interior surfaces of the perimeter walls, floors, ceilings, windows, window frames, doors and door frames

of the building, as said boundaries are shown on the building and floor plans contained in the Plat, together with all fixtures and improvements.

The units are designated by identifying numbers and their location, approximate area, number of rooms, limited common elements to which the units have access and further details identifying and outlining the units are as set forth in the Plat and described hereunder.

5. **Common Elements and Facilities**. The common elements and facilities will consist of all of RIVERS EDGE CONDOMINIUMS, AN EXPANDABLE CONDOMINIUM, improvements and appurtenances, except the individual units as defined hereunder, including without limitation the land on which the building or buildings are located, bearing walls, floors and ceilings (except the interior surfaces thereof which form the outer boundaries of the unit), roofs, foundations, hallways, stairs, entrances and exits, pipes, ducts, electrical wiring and conduits, public utility lines, water and sewer laterals, outside walls, girders, beams and supports, structural parts of the buildings, the walks, driveways, parking spaces and landscaping.

Each unit owner will have a valid, exclusive easement to the space between the interior and exterior walls for the purpose of additional utility outlets, wall hangings, erection of non-bearing partition walls, and the like, where space between the walls may be necessary for such uses, provided that the unit owner will do nothing to impair the structural integrity of the building or the soundproofing of common walls between the units and provided further that the common elements and facilities be restored to their former condition by the unit owner at his sole expense upon completion or termination of the use requiring the easement. Easements are granted and declared for the benefit of the unit owners and the Association of Unit Owners (hereinafter described) for the installation, maintenance and repair of common utility services in and on any part of the common elements or units.

6. **Limited Common Elements**.

6.1 Description. A portion of the common elements and facilities are designated as "limited common elements". Limited common elements consist of all balconies or decks and patios adjacent to and having direct access to the units to which they are appurtenant. Limited common elements will be reserved for the exclusive use of the owner or occupant of the unit to which they are appurtenant as shown on the Plat. See Exhibit C attached hereto.

6.2 Use. The manner and use of the limited common elements will be governed by the By-laws of, and rules and regulations as may be established by the Association of Unit Owners, and no unit owner will decorate, landscape or adorn

any limited common elements, or permit such in any manner contrary to such By-laws, rules and regulations.

7. **Percentage of Ownership in Common Elements and Facilities**. Each unit owner will own an undivided interest in the common elements and facilities and limited common elements as a tenant in common with all other unit owners and, except as otherwise limited in this Declaration, will have the right to use and occupy the common elements and facilities and the limited common elements for all purposes incidental to the use and occupancy of his/her unit as a place of residence, and such other incidental uses permitted by this Declaration, which rights will be appurtenant to and run with the unit.

The percentage of undivided interest in the common elements and facilities and limited common elements appertaining to each unit and its owner will be determined by the fractional formula set forth in Section 2.6 above.

8. **Association of Unit Owners**.

8.1 **Duties and Obligations**. All unit owners will be entitled and required to be a member of an association of unit owners to be known as Rivers Edge Condo Owners, Ltd., (hereinafter called "Association") which will be responsible for carrying out the purpose of this Declaration, including the exclusive management and control of the common elements and facilities and limited common elements. The Association will be incorporated as a non-profit corporation under the laws of the State of Wisconsin. Each unit owner and the occupants of the units will be subject to all the rules, regulations, duties and obligations of this Declaration and the By-laws and rules and regulations of the Association.

8.2 **Voting Rights**. There shall be one (1) vote in the Association appurtenant to each Unit Owner, however, the Declarant shall have three (3) votes for each Unit contemplated by the Declaration, less Units sold, subject to the requirements of Wis. Stats. Section 703.15(2)(c) which governs Declarant control of the Association.

8.3 **Association Powers**. The Association shall have all of the powers set forth in Section 703.15(3(a) and (b) of the Wisconsin Statutes.

9. **Repairs and Maintenance**.

9.1 **Common Elements and Facilities**. The Association will be responsible for the management and control of the common elements and facilities and will cause the same to be kept in good, clean, attractive and sanitary condition, order and repair. Without in any way limiting the foregoing, this will include all painting, repairing and decorating of exteriors, maintenance and repair of walks,

drives, parking areas and access routes and maintenance of all grounds and landscaping.

9.2 Individual Units and Limited Common Elements. Each unit owner will be responsible for keeping the interior of his/her unit and all of its equipment, fixtures and appurtenances in good order, condition and repair and in a clean and sanitary condition and will be responsible for decorating, painting and varnishing which may at any time be necessary to maintain the good appearance and condition of his/her unit. Without in any way limiting the foregoing, in addition to decorating and keeping the interior of the unit in good repair, each unit owner will be responsible for the maintenance, repair or replacement of any plumbing fixtures, lighting fixtures, refrigerators, air conditioning equipment, dishwashers, disposals, laundry equipment such as washers and dryers, ranges or other equipment which may be in, or connected to the unit. Each unit owner will keep the limited common elements appurtenant to his/her unit as defined in Section 5 hereof and as shown on the Plat in good order and in a clean and sanitary condition. Each unit owner will be responsible for watering the lawn in that unit owner's limited common area. Watering will be done as necessary, or as determined by the Association.

9.3 Prohibition Against Structural Changes By Owner. A unit owner will not, without first obtaining the written consent of the Association, make or permit to be made any structural alterations, changes or improvements to his unit, or in or to the exterior of any building or any common or limited common elements and facilities. A unit owner will not perform, or allow to be performed, any act or work which would impair the structural soundness or integrity of any building or the safety of the property, or impair any easement or hereditament without the prior written consent of the Association.

9.4 Entry for Repairs. The Association may enter any unit at reasonable times and under reasonable conditions when necessary in connection with any maintenance, construction, or repair of public utilities and for any other matters for which the Association is responsible. Entry will be made with prior notice to the owners and with as little inconvenience to the owners as is practical, and any damage caused will be repaired by the Association and treated as a common expense.

10. Unit Owner's Right With Respect to Interiors. Each unit owner will have the exclusive right to paint, repaint, tile, panel, paper or otherwise refurnish and decorate the interior surfaces of the walls, ceilings, floors and doors within the unit boundaries, and to erect partition walls of a non-structural nature, provided that a unit owner will take no action which in any way will materially change any common wall. All floors in units must be carpeted except the utility rooms, bathrooms, and kitchens.

11. **Sale or Restoration of Damaged or Destroyed Common Elements**. Notwithstanding any language in this Declaration to the contrary, in the event that all or any part of the Common Elements are damaged or destroyed by fire, casualty or any other act, the Association shall follow the requirements of Wis. Stats. Section 703.18(2)(a) and (b) which governs repair or reconstruction of the Common Elements in the event of damage or destruction thereof.

12. **Insurance**. The Board of Directors of the Association will provide and maintain fire and broad form extended coverage insurance on the buildings and any portion thereof in the amount of the full insurable value (replacement value) of the buildings. Insurance will be obtained in the name of the Association as trustee for each of the unit owners and their respective mortgagees as their interests may appear. Premiums will be a common expense. To the extent possible, the insurance will provide that the insurer waives its rights of subrogation as to any claim against unit owners, the Association, and their respective servants, agents and guests, and that the insurance cannot be canceled, invalidated or suspended on account of conduct of any one or more unit owners, or the Association, or their servants, agents and guests, without thirty (30) days prior written notice to the Association giving it opportunity to cure the defects within that time. The amount of protection and the types of hazards to be covered will be reviewed by the Association at least annually and the amount of coverage may be increased or decreased at any time it is deemed necessary as determined by the Association to conform to the requirements of full insurable value.

In the event of partial or total destruction of a building or buildings and it is determined to repair or reconstruct such building or buildings in accordance with Section 11 hereof, the proceeds of insurance will be paid to the Association to be applied to the cost thereof. If it is determined not to reconstruct or repair, then the proceeds will be distributed to the unit owners and their mortgagees, if any, as their respective interests may appear, in the manner provided by the Act.

If the insurance coverage is available to combine protection for the Association and the unit owner's individual unit, the Board of Directors is given discretionary power to negotiate such combination of insurance protection on an equitable cost sharing basis under which the unit owner would be assessed individually for the amount of insurance which he directs the Association to include in policies for his additional protection. Copies of all policies will be provided to each mortgagee. Nothing contained in this paragraph will be deemed to prohibit any unit owner, at his own expense, to provide additional insurance coverage on his improvements which will not duplicate any insurance provided by the Association of Unit Owners.

The Association will also provide public liability insurance covering the common elements and facilities and the limited common elements in such amount as may be determined at the discretion of the Association. The Association may

provide workmen's compensation insurance and fidelity bonds on officers and employees and in amounts as is determined by the Association to be necessary.

13. **Liability for Common Expenses**. The costs of administration of the Association, insurance, repair, maintenance, landscaping and other expenses of the common elements and common services provided to the unit owners will be paid for by the Association. The Association will make assessments against the unit owners as well as the units themselves, for common expenses in accordance with the percentage of the undivided interest in the common elements and facilities relating to each unit, in the manner provided in the By-laws of the Association. No unit owner may exempt himself or his unit ownership from liability for his contribution toward the common expenses by waiver of the use or enjoyment of any of the common or limited common elements and facilities or services or by the abandonment of his unit; and no conveyance will relieve the unit owner, grantor or his unit of liability and he will jointly, severally, and personally be liable along with his grantee in any conveyance for the common expenses incurred up to the date of sale, until all expenses charged to his unit have been paid.

All common expenses and assessments, when due, will immediately become a personal debt of the unit owner and also a lien, until paid, against the unit to which charged, as provided in the Act, without the necessity of filing such lien, and this provision will constitute notice to all successors of title to units.

14. **Partition of Common Elements Prohibited**. There will be no partition of the common elements and facilities and limited common elements through judicial proceedings or otherwise until this agreement is terminated and the property is withdrawn from its terms or from the terms of the applicable statutes regarding unit ownership or condominium ownership; provided, however that if any unit will be owned by two (2) or more co-owners as tenants in common, marital property, or as joint tenants, nothing contained will be deemed to prohibit a voluntary or judicial partition of said single unit as between such co-owners. No unit may be subdivided.

15. **Conveyance to Include Interest in Common Elements and Facilities and Limited Common Elements**. The percentage of the undivided interest in the common and limited elements and facilities will not be separated from the unit to which is appertains. No unit owner will execute any deed, mortgage, lease or other instrument affecting title to unit ownership without including both his interest in the unit and his corresponding percentage of ownership in the common and limited common elements and facilities, it being the intention hereof to prevent any severance of combined ownership. Any deed, mortgage, lease or other instrument purporting to affect the one without including also the other will be deemed and taken to include the interest so omitted even though the latter is not expressly described therein.

16. **Responsibility of Transferees for Unpaid Assessments**. In a voluntary transfer of a Unit, the transferee of the Unit shall be jointly and severally liable with the transferor for all unpaid Assessments against the Unit up to the time of transfer, without prejudice to the transferee's right to recover from the transferor the amounts paid by the transferee therefor. Any Unit Owner or prospective Unit Owner shall be entitled to a statement from the Board or the managing agent of the Association as the case may be, setting forth the amount of the unpaid Assessments against the transferror and due to the Association, and such transferee shall not be liable for, nor shall the Unit conveyed be subject to, a lien for any unpaid assessments made by the Association against the transferor in excess of the amount therein set forth. The Association shall have the right to charge a reasonable fee for such statements.

17. **Encroachments**.

17.1 **Encroachments**. In the event that by reason of the construction, reconstruction, settlement, or shifting of any building or the design or construction of any unit, any part of the common elements and facilities, or limited common elements, encroaches or will hereafter encroach upon any part of any unit, or any part of any unit encroaches or will hereafter encroach upon any part of the common elements and facilities, or limited common elements, or any portion of any unit encroaches upon any part of any other unit valid easements for the maintenance of encroachment are established and will exist for the benefit of unit so long as all or any part of the building containing unit will remain standing; provided, however, that in no event will a valid easement for any encroachment be created in favor of the owner of any unit or in favor of the owner or owners of the common elements or facilities, or limited common elements, if encroachment occurred due to the willful conduct of owner or owners.

18. **Notices**. All notices and other documents required to be given by this Declaration or the By-laws of the Association will be sufficient if given one (1) registered owner of a unit regardless of the number of owners who have an interest therein. Notices and other documents to be served upon Declarant will be given to the Agent specified for receipt of process herein. All owners will provide the Secretary of the Association with an address for mailing or service of any notice or other documents and the Secretary will be deemed to have discharged his duty with respect to the giving of notice by mailing it or having it delivered personally to such address as is on file with him.

19. **Restrictions on Use, Occupancy and Transfer**. Each unit and every owner of a unit will be subject to the following restrictions, covenants, and conditions:

19.1 Building Code Compliance. All buildings, improvements and other structures will be constructed in compliance with any and all applicable state, county, and municipal zoning and building restrictions.

19.2 Single Family Usage. Each unit will be used for residential purposes only, and no trade or business of any kind may be carried on therein. The use of a portion of a unit as an office by a unit owner will not be considered to be a violation of this covenant if such use does not create regular customer, client, or employee traffic. Lease or rental of a unit will not be considered to be violation of this covenant so long as the Lease (1) is for not less than the entire unit, and (2) is for a term of at least six (6) months. No more than two (2) persons may own one (1) unit, provided, however, that a husband and wife will be considered to be one person in determining the number of owners and this restriction will not apply to the heirs of a deceased owner.

19.3 Pets. No animals, livestock, birds, or poultry of any kind will be raised, bred, or kept by any Unit Owner upon any portion of the Condominium Property, provided that generally recognized house pets may be kept subject to rules and regulations adopted by the Association, through its Board of Directors, and further provided that such pet or pets are kept or maintained solely as domestic pets and not for any commercial purpose. No pet will be allowed to make an unreasonable amount of noise or to become a nuisance. No structure for the care, housing or confinement of any pet will be constructed or maintained on any part of the Common Elements. Pets will be under leash at all times when walked or exercised in any portion of the Common Elements, and the Unit Owner of such pet will be responsible for proper disposal of all wastes of their pet. Upon the written request of any Unit Owner, the Association may conclusively determine, in its sole and absolute discretion, whether, for purposes of this Section 19.3, a particular pet is a generally recognized house pet or such pet is a nuisance, and the Association will have the right to require the Owner of a particular pet to remove such pet from the Condominium Property if such pet is found to be a nuisance or to be in violation of these restrictions. The Association will have the further right to fine any Unit Owner (in amount not to exceed $50.00 per violation) for the violation of these pet restrictions by Unit Owner or an occupant of his/her unit, and a Unit Owner will be liable to the Association for the cost of repair of any damage to the Common Elements cause by the pet of such Unit Owner or of an occupant of such Unit. Any fine or cost of repair will be added to and become a part of that portion of any assessment next coming due to which such Unit Owner is subject.

19.4 Motor Vehicles, Trailers, Boats, Etc.. The Association will have the authority to promulgate rules and regulations to govern or prohibit the outside storage or parking upon the common or limited common elements (of a mobile home, trailer (either with or without wheels), motor home, tractor, truck (other than pick-up trucks), commercial vehicles of any type, camper, motorized camper or trailer, boat or other watercraft, boat trailer, motorcycle, motorized bicycle,

motorized go-cart, or any other related forms of transportation devices). Although not expressly prohibited, the Association may at any time prohibit mobile homes, motor homes, campers, trailers of any kind, motorcycles, motorized bicycles, motorized go-carts, and other similar vehicles, or any of them from being kept, placed, stored, maintained, or operated upon any portion of the Condominium Property if, in placed, stored, maintained, or operated upon any portion of the Condominium Property if, in the opinion of the Association, such prohibition will be in the best interests of the Condominium Property. No Unit Owner or other occupants of any portion of the Condominium Property will repair or restore any vehicle of any kind upon or within any Unit or within any portion of the Common Elements, except (i) within enclosed garages or workshops or (ii) for emergency repairs, and then only to the extent necessary to enable the movement thereof to a proper repair facility.

19.5 Nuisances. No rubbish or debris of any kind will be dumped, placed, or permitted to accumulate upon any portion of the Condominium Property, nor will any nuisance or odors be permitted to exist or operate upon or arise from the Condominium Property so as to render any portion thereof unsanitary, unsightly, offensive, or detrimental to persons using or occupying any other portions of the Condominium Property. Noxious or offensive activities will not be carried on in any Unit or in any part of the Common Elements, and each Unit Owner, his/her family, tenants, guests, invitees, servants, and agents will refrain from any act or use of a Unit or of the Common Elements which could cause disorderly, unsightly, or unkempt conditions, or which could cause embarrassment, discomfort, annoyance, or nuisance to the occupants of other portions of the Condominium Property or which could result in a cancellation of any insurance for any portion of the Condominium Property, or which would be in violation of any law or governmental code or regulation. Without limiting the generality of the foregoing provisions, no exterior speakers, horns, whistles, bells, or other sound devices, except security and fire alarm devices used exclusively for such purposes, will be located, used, or placed within the Condominium Property. Any Unit Owner, or his/her family, tenants, guests, invitees, servants, or agents, who dumps or places any trash or debris upon any portion of the Condominium Property will be liable to the Association for the actual costs of removal thereof or the sum of $150.00, whichever is greater, and such sum will be added to and become a part of that portion of any assessment next becoming due to which such Unit Owner and his/her Unit are subject.

19.6 Abatement and Enjoinment. The violation or breach of any covenant, condition or restriction contained in this Declaration, or the violation of any Bylaw or any of the Association Rules and Regulations or any provision of the Act, shall give the Association the following rights, in addition to any other rights it may have:

(a) To enter upon any part of the Condominium Property upon which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions of this Declaration, and the Declarant or the Board of Directors of the Association or its agent, shall not thereby be deemed guilty in any manner of trespass; and

(b) To enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach.

(c) In the event that the Association incurs attorney fees and costs in the enforcement of the Declaration, the Bylaws, or Rules and Regulations of the Condominium, the Association shall have the right to specially assess the offending Unit Owner for such actual attorney's fees and costs and any such special assessment shall constitute a lien against said Unit Owner's Unit pursuant to Wis. Stats. Section 703.16(4), et seq.

20. General Provisions

20.1 Notice to Mortgage Lenders. Upon written request to the Board of Directors, the holder of any duly recorded mortgage, land contract, or trust deed which is a lien upon any Unit shall be given a copy of all notices permitted or required by this Declaration to be given to the unit Owner whose Unit is subject to such mortgage, land contract or trust deed. The Association shall have the right to charge the Unit Owner a reasonable fee with respect to the notices requested hereunder.

20.2 Covenants to Run with the Land. Each grantee of the Declarant, by the acceptance of a deed of conveyance, or each purchaser under a land contract or contract for any deed of conveyance, accepts the same subject to all covenants, conditions, restrictions, reservations, liens and charges and to the jurisdiction, rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land and shall be binding upon any person having at any time any interest or estate in said land and shall inure to the benefit of such Unit Owner in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance.

20.3 Non-Waiver of Covenant. No covenants, restrictions, conditions, obligations, or provisions contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur or any lapse of time.

20.4 Waiver of Damages. The Declarant shall not be liable for any claim whatsoever arising out of, or by reason of, any actions performed pursuant to any authority reserved, granted or delegated to Declarant by, or pursuant to, this Declaration or in any other capacity in which Declarant may act, whether or not such claim (a) shall be asserted by any Unit Owner, Occupant, the Board of Directors of the Association, or by any person claiming through any of them; or (b) shall be asserted on account of any alleged injury to person or damage to or loss of property wherever located and however caused. The foregoing enumeration includes, but is not limited to, all claims for, or arising by reason of, the Condominium Property or any part thereof being or becoming out of repair or containing any patent or latent defects or by reason of any act or neglect of Declarant or of any Unit Owner, Occupant, the Board, or the Association, the managing agent or their respective agents, employees, guests and invitees or by reason of any neighboring property or personal property located on or about the Condominium Property, or by reason of the failure to function, or disrepair of, any utility services.

20.5 Amendments to Declaration. The provisions of this Declaration may only be changed, modified or rescinded by an instrument setting forth such change, modification or rescission signed and acknowledged by the Board of Directors of the Association and by at least four-fifths (4/5ths) of the Unit Owners, provided that the consent of any Unit Owner is not effective unless such consent is approved by the mortgagee of record with respect to such Unit, if any.

Any change, modification or rescission of this Declaration shall be effective upon recording of such instrument in the Office of the Register of Deeds for Manitowoc County, Wisconsin. No provision in this Declaration may be changed, modified or rescinded so as to conflict with the provisions of the Act or release or modify the restrictive covenants contained herein imposed on the Property by the Declarant.

20.6 Severability. The invalidity of any covenant, restriction, condition, limitation, or any other provision of this Declaration, or any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of any provision of this Declaration not declared invalid by a court of competent jurisdiction.

20.7 Interpretation of Declaration. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a residential condominium.

20.8 Indemnity. The members of the Board and the offers of the Association, as well as the members of the Association shall not be liable to the Unit Owners for any mistake of judgment or any acts or omissions made in good faith as such members or officers. The Unit Owners shall indemnify and hold harmless each of such members and officers against all contractual liability to others arising out of the contracts made by such members or officers on behalf of the Unit Owners and the Association unless any such contract shall have been made in bad faith or contrary to the provisions of this Declaration. Such members and officers shall have no personal liability with respect to any contract made by them on behalf of the Unit Owners or the Association. The liability of any Unit Owner arising out of any contract made by such members of the Board and officers or arising out of the aforesaid indemnity shall be limited to the Fractional Interest of such Unit Owner. Each agreement made by such members of the Board and officers or by the managing agent on behalf of the Unit Owners or the Association shall be executed by such members of the Board or officers or by the managing agent, as the case may be, as agents for the Unit Owners or for the Association.

20.9 Service of Process. All legal notices and service of process which may be made or given to the Unit Owners or the Association shall be served upon:

Jeffrey C. Check
2500 Washington Street
Manitowoc, WI 54220

or at the home address of the President of the Board as may be reflected on the records of the Association from time to time. The Board may designate any successors as may be required to the aforementioned party at any Board meeting.

20.10 Address of the Condominium. The address of the condominium is as follows: 2121 - 45th Street, Two Rivers, Wisconsin 54241.

20.11 Non-Homestead Property. The Condominium is not homestead property.

Dated this 6th day of June, 2001.

Oak Park Developers, L.L.C., a Limited Liability Company

BY: _____ (SEAL)
Jeffrey C. Check

Michael E Check (SEAL)
Michael E. Check

STATE OF WISCONSIN:
:ss
MANITOWOC COUNTY :

Personally came before me this 6th day of June, 2001, the above named Jeffrey C. Check and Michael E. Check to me known to be the persons who executed the foregoing instrument and acknowledge the same.

Cassie C. Tamblin
Cassie C. Tamblin
, Notary Public
Manitowoc County, Wisconsin
My commission May 5, 2002

This instrument was drafted by:

Oliver T. Skrivanie
Attorney at Law
1523 Washington Street, P.O. Box 117
Two Rivers, Wisconsin 54241
Bar No. 1013360
Telephone: (920) 793-4521
FAX: (920) 793-5927

condos/forms/condodec.frm (rev. 4/25/01))

PHASE I

RIVERS EDGE CONDOMINIUM

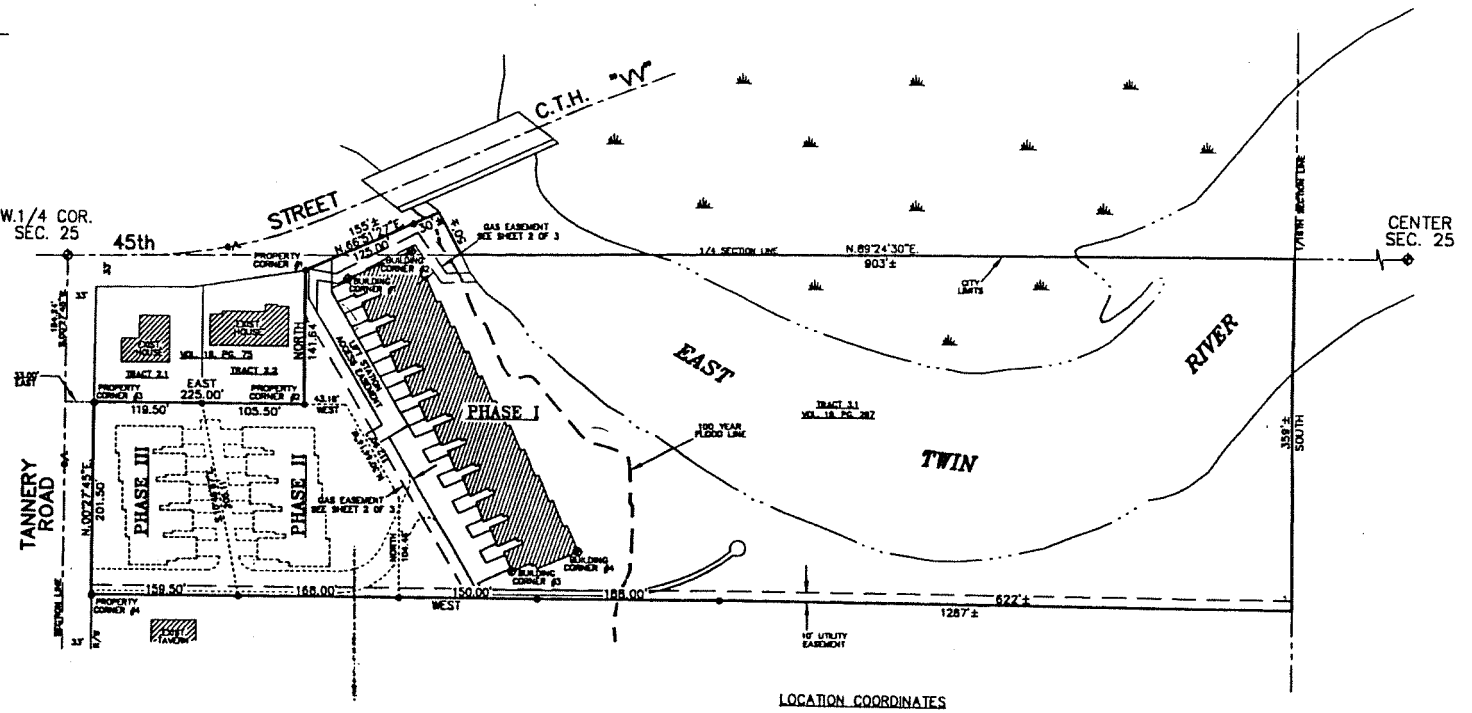
AN EXPANDABLE CONDOMINIUM

LOCATED IN THE SW1/4 OF THE NW1/4 AND IN THE NW1/4 OF THE SW1/4 OF SECTION 25, T. 20 N., R. 24 E., CITY OF TWO RIVERS, MANITOWOC COUNTY, WISCONSIN, BEING TRACT 3.1 OF A CERTIFIED SURVEY MAP RECORDED IN VOLUME 19 ON PAGE 297 OF CERTIFIED SURVEY MAPS.

Dated May 30, 2001

Kenneth C. Meneau
Registered Land Surveyor S-1815
STEINBRECHER & MENEAU, INC.
ENGINEERS & SURVEYORS
102 REVERE DRIVE
MANITOWOC, WI. 54220-3147

WISCONSIN
KENNETH C. MENEAU
S-1815
TWO RIVERS, WIS.
LAND SURVEYOR



SCALE IN FEET
0 50' 100'

LEGEND
C.E. DENOTES COMMON ELEMENT
L.C.E. DENOTES LIMITED COMMON ELEMENT
ALL BEARINGS ARE TRUE BEARINGS
o – DENOTES EXISTING IRON PIPE
• – DENOTES EXISTING IRON ROD

PHASE I ADDRESS
2121 45th STREET

LOCATION COORDINATES

PROPERTY CORNER NO. 1 N 10141.6419 E 10225.0000	PROPERTY CORNER NO. 2 N 10000.0000 E 10225.0000	BUILDING CORNER NO. 1 N 10133.4840 E 10269.5234	BUILDING CORNER NO. 2 N 10162.5922 E 10337.8299
PROPERTY CORNER NO. 3 N 10000.0000 E 10000.0000	PROPERTY CORNER NO. 4 N 9798.5066 E 9998.3735	BUILDING CORNER NO. 3 N 9827.1023 E 10448.3256	BUILDING CORNER NO. 4 N 9848.6979 E 10519.8431

SHEET 1 OF 3

PHASE I

RIVERS EDGE CONDOMINIUM

AN EXPANDABLE CONDOMINIUM

LOCATED IN THE SW1/4 OF THE NW1/4 AND IN THE NW1/4 OF THE SW1/4 OF SECTION 25, T. 20 N., R. 24 E., CITY OF TWO RIVERS, MANITOWOC COUNTY, WISCONSIN, BEING TRACT 3.1 OF A CERTIFIED SURVEY MAP RECORDED IN VOLUME 19 ON PAGE 297 OF CERTIFIED SURVEY MAPS.

ENTIRE BOUNDARY DESCRIPTION

A Tract of land located in the SW 1/4 of the NW 1/4 and in the NW1/4 of the SW1/4 of Section 25, T. 20 N., R. 24 E., City of Two Rivers, Manitowoc County, Wisconsin, being Tract 3.1 of a Certified Survey Map recorded in Volume 19, Page 297 of Certified Survey Maps.

Said Tract contains 434,204 sq. ft.± (9.97 acres±) of land.

PHASE I BOUNDARY DESCRIPTION

A Tract of land located in the SW 1/4 of the NW 1/4 and in the NW1/4 of the SW1/4 of Section 25, T. 20 N., R. 24 E., City of Two Rivers, Manitowoc County, Wisconsin, being a part of Tract 3.1 of a Certified Survey Map recorded in Volume 19, Page 297 of Certified Survey Maps and described as follows:

Commencing at W1/4 Corner of said Section 25; thence S.00°27'45"W. along the section line, 154.24 feet; thence East, 258.00 feet to the point of real beginning; thence North, 141.64 feet to the south line of 45th street; thence N.66°51'27"E. along said south line, 155 feet more or less to the west line of the East Twin River; thence southeasterly along said west line, 50 feet more or less to the 1/4 section line; thence N.89°24'30"E. along said 1/4 section line, 903 feet more or less to the 1/16th section line; thence South along said 1/16th section line, 359 feet more or less; thence West, 960 feet more or less; thence North, 104.46 feet; thence N.30°44'14"W., 112.90 feet; thence West, 43.18 feet to the point of real beginning.

Said Tract contains 371,266 sq. ft.± (8.52 acres±) of land.

Owner's Certificate

As owners we hereby certify that we caused the land described on this map to be surveyed, mapped, divided, and dedicated as shown on this map.

Oak park Developers

Dated _____ Jeffrey Check
Managing Member

SURVEYOR'S CERTIFICATE

I, Kenneth C. Meneau, Registered Land Surveyor with Steinbrecher & Meneau Inc. (SMI), do hereby certify that we have surveyed the condominium described on sheet 3 of 3 and that the map shown on sheet 1 of 3 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 if any.

I further certify that I am a licensed surveyor authorized to practice that profession in this state and that the condominium plat to which this certificate is affixed is a correct representation of the condominium described and that the identification and location of each unit of the condominium and common elements thereof can be determined from the plat.

Also that I have fully complied with the requirements of Chapter 703.11 of the Wisconsin Statutes and the Municipal Code of the City of Two Rivers, I also certify that the locations and dimensions of the buildings are correct.

This survey is made for the use of the present owners of the property and those who purchase, mortgage, or guarantee title thereto.

WISCONSIN
KENNETH C. MENEAU
S-1815
TWO RIVERS, WIS.
LAND SURVEYOR

Dated May 30, 2001

Kenneth C. Meneau
Registered Land Surveyor S-1815

STEINBRECHER & MENEAU, INC.
ENGINEERS & SURVEYORS
102 REVERE DRIVE
MANITOWOC, WI. 54220-3147

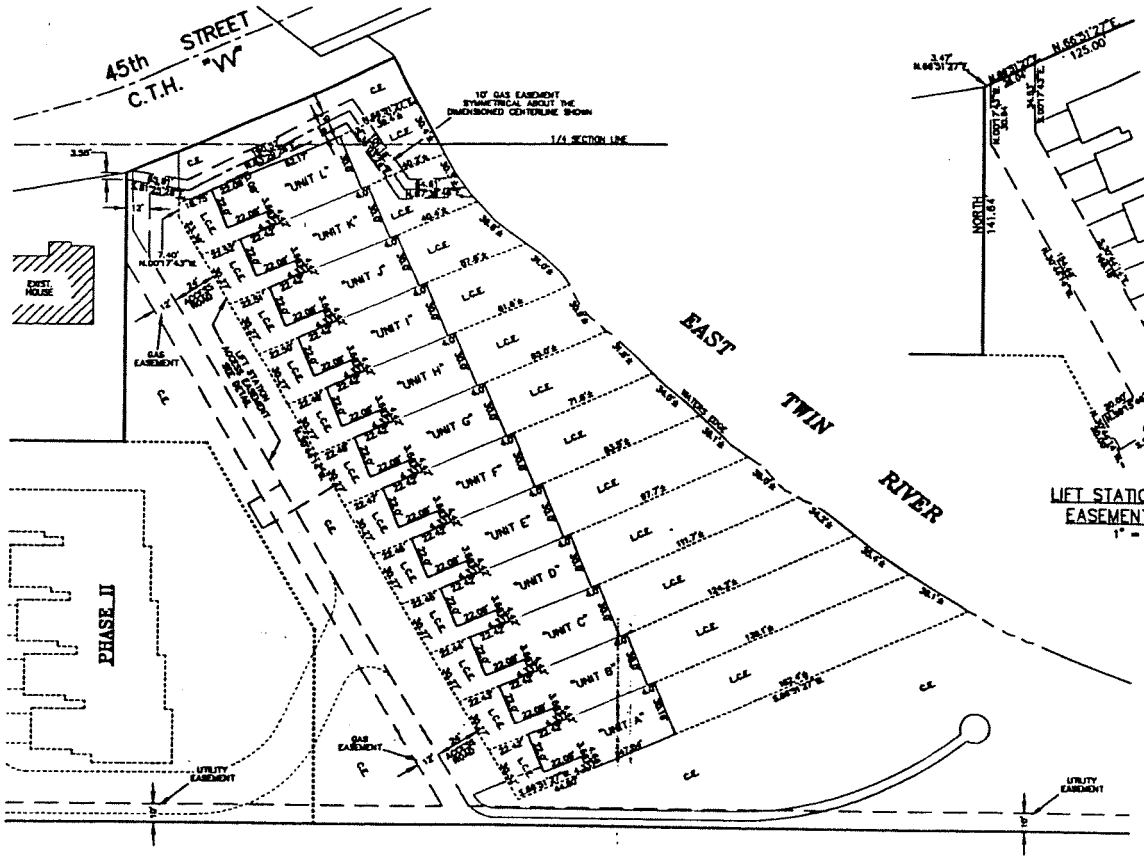
EXHIBIT C

8 1

PHASE I

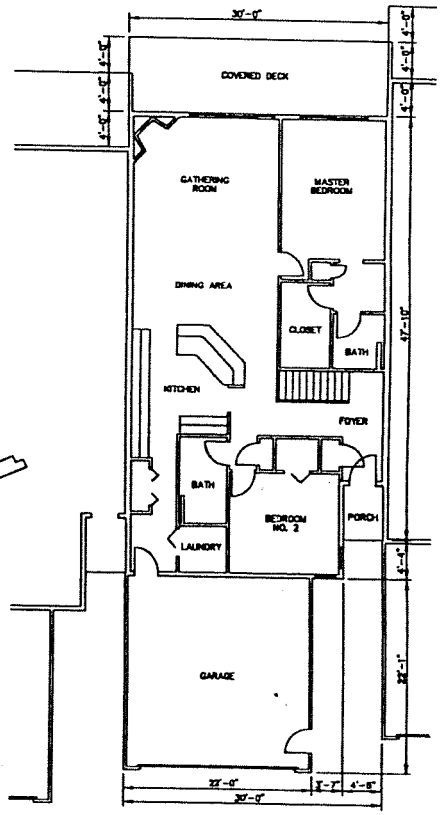
RIVERS EDGE CONDOMINIUM

AN EXPANDABLE CONDOMINIUM



EASEMENT AND LIMITED COMMON ELEMENT DETAIL
1" = 50'

LIFT STATION ACCESS EASEMENT DETAIL
1" = 50'



TYPICAL UNIT
UPPER LEVEL
3/32" = 1'-0"

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FOR
BYLAWS FOR
RIVERS EDGE CONDO OWNERS, LTD.

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BYLAWS FOR
RIVERS EDGE CONDO OWNERS, LTD.

ARTICLE I
PLAN OF UNIT OWNERSHIP

1. **Condominium Unit Ownership**. The property (the real estate together with all improvements located or to be located thereon) located in the City of Two Rivers, County of Manitowoc, State of Wisconsin (herein the "Property") and known as Rivers Edge Condominiums has been submitted to the provisions of the Wisconsin Condominium Ownership Act, Chapter 703 of the Wisconsin Statutes, by the Declaration of Condominium Ownership and of Easements, Restrictions, Conditions, and Covenants for Rivers Edge Condominiums (the "Declaration") recorded in the Office of the Register of Deeds for Manitowoc County, Wisconsin.

2. **Applicability of Bylaws and Definitions**. These Bylaws are adopted as the Bylaws of the Rivers Edge Condo Owners, Ltd., (the "Association"), a Wisconsin non-stock corporation to serve as an Association of Unit Owners under the Wisconsin Condominium Ownership Act (herein the "Act"). The provisions of these Bylaws are applicable to the property and to the use and occupancy thereof. The term "Property" and other terms used herein shall, unless the context or the Declaration requires otherwise, have the same meanings as used in the Act.

3. **Office and Mailing Address**. The office and mailing address of the Association and of the Board of Directors of the Association (herein the "Board") shall be Jeffrey C. Check, 2500 Washington Street, Manitowoc, WI 54220.

ARTICLE II
BOARD OF DIRECTORS

1. **Number and Qualification**. The affairs of the Association and of the property shall be governed by the Board. Until election of a new Board by the Unit Owners as provided for herein, the Board shall consist of three (3) persons designated by Oak Park Developers, L.L.C., a Limited Liability Company (the "Declarant"), or as shall have been elected by the Unit Owners pursuant to these Bylaws. Thereafter, the Board shall be composed of three (3) persons, all of whom shall be Unit Owners.

2. **Powers and Duties**. The Board shall have the powers and duties necessary for the administration of the affairs of the Association and of the Property, including all of the powers enumerated in Section 703.15(3)(a) and (b), Wis. Stats. The Board shall have full powers and authority necessary for the complete enforcement and administration of the

Property and the provisions of the Wisconsin Condominium Ownership Act, the Condominium Declaration, these Bylaws and the rules and regulations adopted hereunder from time to time, including the foregoing powers specified above and including, but not limited to, the following:

(a) To administer the affairs of the Condominium pursuant to the terms of the Declaration;

(b) To elect from among its members, a President, Vice President, Treasurer, and Secretary of the Board at the annual meeting of the Association;

(c) To adopt rules and regulations governing the administration, management, operation, and use of the Condominium property and the Common Elements, and to amend those rules and regulations from time to time;

(d) To prepare annual budgets for the Condominium and to provide for the assessment and collection of the Condominium assessments from each Unit Owner in proportion to their percentage interests or as otherwise provided for in the Declaration;

(e) To keep books and records with respect to all monies collected and expended;

(f) To borrow funds for a term not exceeding one (1) year, but for such Condominium purposes and only for such terms as are approved by the unanimous vote of the members of the Association;

(g) To establish committees to study and advise the Board on Condominium Association matters for the Condominium;

(h) To exercise all other powers and duties necessary or convenient to fulfill its purposes hereunder;

(i) To keep all Unit Owners informed as to the actions of the Board as such actions relate to those Unit Owners.

(j) To acquire and convey property, but for such Condominium purposes and only for such terms as are approved by the unanimous vote of the members of the Association;

3. **Election and Term of Office**. At the first annual meeting of the Unit Owners, the term of office of the three (3) members of the Board shall be fixed as follows: the term of one (1) member shall be fixed at one (1) year, the term of one (1) member shall be fixed

at two (2) years, and the term of one (1) member shall be fixed at three (3) years. At the expiration of the initial term of office of each member of the Board, his/her successor shall be elected to serve for a term of two (2) years. The members of the Board of Directors shall hold office until their respective successors have been elected by the Unit Owners.

4. **Removal of Members of the Board**. At any regular or special meeting of Unit Owners, any one (1) or more of the members of the Board of Directors may be removed with or without cause by a majority of the authorized votes of all Unit Owners and his/her successor may thereafter be elected to fulfill the vacancy thus created. Any member of the Board of Directors whose removal for cause has been proposed by the Unit Owners shall be given an opportunity to be heard at the meeting.

5. **Vacancies**. Vacancies on the Board caused by any reason other than the removal of a member thereof by a vote of the Unit Owners, shall be filled by a vote of a majority of the remaining Board members at a special meeting of the Board held for that purpose promptly after the occurrence of any such vacancy, provided the members present at such meeting shall constitute a quorum, and each person so elected shall be a member of the Board of Directors for the remainder of the term of the vacating member and until a successor is elected at the next annual meeting of the Unit Owners.

6. **Organization Meeting**. The first meeting of the members of the Board of Directors shall be held within ten (10) days following the first annual meeting of the Unit Owners at such time and place as shall be fixed by the Unit Owners at the meeting at which such Board shall have been elected, and no notice shall be necessary to the newly elected members of the Board in order to legally constitute such meeting, providing a majority of the whole Board shall be present.

7. **Regular Meetings**. Regular meetings of the Board shall be held at such time and place as shall be determined from time to time by a majority of the members of the Board of Directors. Notice of regular meetings of the Board shall be given to each member of the Board, by mail or telegraph, at least two (2) weeks prior to the time of such meeting. Secret meetings of the Board shall not be allowed. All meetings of the Board shall be open to all members of the Association. Members of the Board may participate in any regular meeting or conduct the meeting by any means of communication allowed under Wis. Stats. Section 181.24(3)(a) and (b), and according to the requirements therein stated.

8. **Special Meetings**. Special meetings of the Board may be called by the President on 48-hour's notice to each member of the Board, given by mail or telegraph, which notice shall state the time, place, and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least one (1) member of the Board. Members of the Board may participate in any special meeting or conduct the meeting by any means of communication allowed under Wis. Stats. Section 181.24(3)(a) and (b), and according to the requirements therein stated.

9. **Waiver of Notice**. Any member of the Board may, at any time, waive notice of any meeting of the Board in writing and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Board at any meeting of the Board shall constitute a waiver of notice by him/her of the time and place of the meeting. If all of the members of the Board are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

10. **Quorum of Directors**. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the votes of a majority of the Directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. If at any meeting of the Board of Directors there shall be less than a quorum present, the Director present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

11. **Liability of the Board of Directors**. The members of the Board of Directors shall not be liable to the Unit Owners for any mistake of judgment, failure to adhere to the provisions of the Declaration or these Bylaws, through negligence or otherwise, except for their own individual willful misconduct or bad faith. The Unit Owners shall indemnify and hold harmless each member of the Board of Directors against all contractual liability to others arising out of contracts made by the Board of Directors on behalf of the Association unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration. It is intended that the members of the Board of Directors shall have no personal liability with respect to any contract made by them on behalf of the Association. It is also intended that the liability of the Unit Owners arising out of any contract made by the Board of Directors or out of the indemnity in favor of the members of the Board of Directors shall be shared by all of the Unit Owners in accordance with their undivided percentage interests in common elements, and the liability of any single Unit Owner shall be limited to such proportionate share of the total liability. At the option of the Board of Directors, directors' liability insurance may be obtained and shall be paid for as a common expense.

12. **Informal Action**. Any action which is required to be taken at a meeting of the Board of Directors or which may be taken at such a meeting, may be taken without meeting if a consent in writing setting forth the action so taken shall be signed by all of the Directors entitled to vote with respect to the subject matter. Such consent shall have the same force and effect as a unanimous vote.

ARTICLE III
UNIT OWNERS

1. **Annual Meetings**.

(a) Until the first annual meeting of the Unit Owners as described below or until the Declarant designates otherwise, the initial Board of Directors named in the Articles of Incorporation of the Association shall serve as the Board of Directors.

(b) Upon the earlier of thirty (30) days after 75% of the undivided percentage interest in the Common Elements shall have been sold and conveyed by the Declarant or three (3) years after the date of the first conveyance of a Unit by the Declarant, or at such earlier time as determined by the Declarant, the Declarant shall call the first annual meeting of the Unit Owners. At such meeting, the designees of the Declarant and any other members of the Board of Directors elected by the Unit Owners shall resign as members of the Board of Directors. and all the Unit Owners, including the Declarant, shall elect a new Board of Directors. Thereafter, the annual meetings of the Unit Owners shall be held on the second Friday in the month of May of each year. At such meetings, the Board of Directors shall be elected by ballot of the Unit Owners in accordance with the requirements of Section 3 of Article II of these Bylaws. The Unit Owners may transact such other business at such meetings as may properly come before them.

2. **Place of Meetings**. Any meetings of the Unit Owners shall be held at the principal office of the Association or at such other suitable place convenient to the Unit Owners as may be designated by the Board of Directors.

3. **Special Meetings**. It shall be the duty of the President to call a special meeting of the Unit Owners if so directed by resolution of the Board of Directors or upon a petition signed and presented to the Secretary by Unit Owners having 25 % of the total authorized votes of all Unit Owners. The notice of any special meeting shall state the time, place and purpose of the meeting. No business shall be transacted at a special meeting except as stated in the notice.

4. **Notice of Meetings**. The Secretary shall mail to each Unit Owner of record or cause to be delivered to each Unit Owner a notice of each annual or special meeting of the Unit Owners, at least ten (10) but not more than twenty (20) days prior to such meeting, stating the purpose thereof as well as the time and place where it is to be held, at the address of his/her Unit or at such other address as such Unit Owner shall have designated by notice in writing to the Secretary.

5. **Adjournment of Meetings**. Any meeting of Unit Owners at which a quorum has or has not attended may be adjourned at the option of the Unit Owners by vote of a majority of the authorized votes of the Unit Owners who are present, either in person or by proxy, at such meeting. Any meeting which has been adjourned by the Unit Owners because of the lack of a quorum may be reconvened at such time as a quorum is obtained, without further notice. At such reconvened meeting at which a quorum is present, either in person or by proxy, any business may be transacted which might have been transacted at the meeting as originally notified.

6. **Voting**. There shall be one (1) vote in the Association appurtenant to each Unit Owner, however, the Declarant shall have three (3) votes for each Unit contemplated by the Declaration, less Units sold.

7. **Majority of Unit Owners**. As used in these Bylaws, the term "majority of Unit Owners" shall mean those Unit Owners having more than 50% of the authorized votes of all Unit Owners present in person or by proxy and voting at any meeting of the Unit Owners, determined in accordance with the provisions of Section 6 of this Article III.

8. **Quorum**. Except as otherwise provided in these Bylaws, the presence in person or by proxy of Unit Owners having 51% of the total authorized votes of all Unit Owners shall constitute a quorum at all meetings of the Unit Owners.

9. **Majority Vote**. The vote of a majority of Unit Owners at a meeting at which a quorum shall be present shall be binding upon all Unit Owners for all purposes except where a higher percentage vote is required by law, by the Declaration or by these Bylaws.

10. **Action by Unanimous Consent**. Any action required to be taken or which may be taken at a meeting of Unit Owners may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all Unit Owners entitled to vote thereon. The signature required in each instance shall be that person who is then entitled to cast the vote for a Unit. All such consent action shall have the same force and effect as a unanimous vote.

11. **Membership**.

(a) All Unit Owners shall be members of the Association. The foregoing is not intended to include persons who hold an interest in a Unit merely as security for the performance of an obligation. Land contract vendors shall not be members; land contract purchasers shall be members. Membership shall be appurtenant to and may not be separated from ownership of any Unit.

(b) Initial membership in the Association shall be established by the recording of the Declaration in the Office of the Register of Deeds for Manitowoc County, Wisconsin. Transfer of membership in the

Association shall be established by recording in the Office of the. Register of Deeds for Manitowoc County of a deed or other instrument establishing a change of record title to a Unit or the recording in said office of a land contract. An authentic copy of such instrument or land contract shall be delivered to the Association by the transferee or purchaser. The transferee designated by such instrument or the purchaser shall thereby become a member of the Association and the membership of the prior owner or vendor shall thereby be terminated. Until such delivery, the transferee or purchaser shall not be entitled to vote as a member of the Association and shall not be entitled to notice of meetings of Unit Owners. The Association shall maintain a current roster of names and addresses of every Unit Owner to whom notice of meetings of the Association must be sent.

12. **Declarant Control**. Except as provided in Article III 1(b), Declarant shall have the right to appoint and remove the officers of the Association and to exercise the powers and responsibilities otherwise assigned by the Declaration or Chapter 703, Wis. Stats., to the Association or its officers.

ARTICLE IV
OFFICERS

1. **Designation**. The principal officers of the Association shall be the President, one or more Vice Presidents, the Secretary and the Treasurer, all of whom shall be elected by the Board of Directors. The Board of Directors may appoint an Assistant Treasurer, an Assistant Secretary and such other officers as in its judgment may be necessary. All officers must be members of the Board of Directors.

2. **Election of Officers**. Officers shall be elected annually by the Board of Directors at the organization meeting of each new Board of Directors and shall hold office at the pleasure of the Board of Directors.

3. **Removal of Officers**. Upon the affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, with cause, and his/her successor may be elected at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors called for such purpose.

4. **President**. The President shall be the chief executive officer of the Association. He/she shall preside at all meetings of the Unit Owners and of the Board of Directors. He/she shall have all of the general powers and duties which are incident to the office of the President of a stock corporation organized under the Wisconsin Business Corporation Law, including but not limited to the power to appoint from among the Unit

Owners any committee which he/she decides is appropriate to assist in the conduct of the affairs of the Association.

5. **Vice President**. The Vice President shall take the place of the President and perform his/her duties whenever the President shall be absent or unable to act, If both the President and the Vice President are unable to act, the Board shall appoint some other member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him/her by the Board.

6. **Secretary**. The Secretary shall keep the minutes of all meetings of the Unit Owners and of the Board of Directors; he/she shall have charge of such books and papers as the Board of Directors may direct; and he/she shall, in general, perform all the duties incident to the office of Secretary of a stock corporation organized under the Wisconsin Business Corporation Law. The Secretary shall count the votes at meetings of the Association.

7. **Treasurer**. The Treasurer shall have the responsibility for Association funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements and for the preparation of all required financial statements. He/she shall be responsible for the deposit of all moneys and other valuable effects in the name of the Association in such depositories as may from time to time be designated by the Board of Directors, and he/she shall, in general, perform all the duties incident to the office of the Treasurer of a stock corporation organized under the Wisconsin Business Corporation Law.

8. **Agreements, Contracts, Deeds, Checks, Etc.** All agreements, contracts, deeds, leases, checks and other instruments of the Association may be executed by the President and another officer of the Association, or by such other person or persons as may be designated by the Board of Directors.

9. **Compensation of Officers**. No officer shall receive any compensation from the Association for acting as such.

ARTICLE V
OPERATION OF THE PROPERTY

1. **Determination of Common Expenses**. The Board of Directors shall from time to time, and at least annually, prepare a budget for the Property, determine the amount of the common expenses for the forthcoming year and allocate and assess such common expenses against the Unit Owners. The assessment for common expenses for the entire year shall be effective as of October 1 of each year but shall be payable on an annual basis. The common expenses shall include, among other things, the cost of all insurance premiums on all policies of insurance required to be or which have been obtained

by the Board of Directors pursuant to the provisions of these Bylaws. The common expenses shall also include such amounts as the Board of Directors may deem proper for the operation and maintenance of the property, including without limitation an amount for working capital, a reserve for contingencies, and for making up any deficit in the common expenses for the prior year. The common expenses may also include such amounts as may be required for the purchase by the Board of Directors or its designee, corporate or otherwise, on behalf of all Unit Owners, of any Unit which is to be sold at a foreclosure or other judicial sale.

The Board shall advise each Unit Owner in writing of the amount of common expenses payable by him/her, and shall furnish copies to all Unit Owners of each budget on which the common expenses are based. If the actual expenses of the Association exceed the budgeted expenses, or in the event of special circumstances requiring additional funds with respect to one or more Units, the Board shall be empowered to meet whenever necessary and to assess additional common expenses or special assessments against one or more of the Units, which shall be payable as the Board of Directors may direct.

2. **Insurance**. Insurance for the Association shall be obtained and purchased by the Association and the cost of such insurance shall be a common expense.

3. **Payment of Common Expenses**. All Unit Owners shall be obligated to pay the common expenses assessed by the Board of Directors pursuant to the provisions of this Article at such time or times and in such manner as the Board shall determine.

4. **Collection of Assessments**. The Board of Directors shall take prompt action to collect from a Unit Owner any assessment due which remains unpaid by him for more than thirty (30) days from the due date for its payment. A Twenty-five and no/100 Dollar ($25.00) late fee shall be assessed against Units for which assessments are not paid within thirty (30) days from the date of billing.

5. **Default of Payment of Common Expenses**. In the event of default by any Unit Owner in paying to the Board the assessed common expenses, such Unit Owner shall be obligated to pay interest at the highest annual rate permitted by law or at 18% per annum, whichever is less, on such common expenses from the due date thereof, together with all expenses, including actual attorney's fees, incurred by the Board in any proceeding brought to collect such unpaid common expenses. The Board shall have the right and the duty to attempt to recover such common expenses, together with interest thereon, and the expenses of the proceedings, including attorney's fees, in any such action brought against the Unit Owner, or by foreclosure of the lien on such Unit as permitted by Section 703.16 of the Act. The Board shall also have the right to prohibit such Unit Owner from voting at or taking part in any meeting of the Association if the Association has recorded a statement of condominium lien on such Unit and the amount necessary to release the lien has not been paid at the time of the meeting.

6. **Statement of Common Expenses**. The Association shall promptly provide any Unit Owner, who makes a request in writing, with a written statement of his/her unpaid common expenses.

7. **Abatement and Enjoining of Violations**. The violation of any rule or regulation adopted by the Board of Directors, or the breach of any Bylaws contained herein, or the breach of any provision of the Declaration, shall give the Board of Directors the right, in addition to any other rights set forth in these Bylaws: (a) to enter the Unit in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof (provided, however, that the Board of Directors shall not have the right to alter or demolish items of construction), and the Board of Directors shall not thereby be deemed guilty in any manner of trespass; or (b) to enjoin, abate or remedy such thing or condition by appropriate legal proceedings.

8. **Maintenance and Repair**. All maintenance of any Unit, ordinary or extraordinary, shall be made by the Owner of the Unit. Each Unit Owner shall be responsible for all damage to any other Unit or to any Common or Limited Common Element resulting from his/her negligence, misuse, misconduct or neglect, except to the extent such damages may be caused by a peril for which insurance coverage is maintained by the Association.

9. **Limited Common Elements**. Every unit owner must maintain the limited common elements appurtenant to his unit, including balconies, patios and porches, in clean and proper condition. No objects or structures, other than moveable furniture or decorative pieces, will be placed thereon without the prior written consent of the Board of Directors of the Association. Every unit owner will have the right to decorate the limited common elements appurtenant to his unit in a nonstructural manner, provided that the decorations that are visible to the other units or to the public will have the prior written approval of the Board of Directors of the Association.

10. **Use of Property**. In order to provide for congenial occupancy of the property and for the protection of the values of the Units, the use of the Property shall be subject to the following limitations:

(a) The Units shall be restricted to residential use as specified in the Declaration.

(b) The Common Elements shall be used only for the purposes for which they are reasonably suited and which are incidental to the use and occupancy of the Units.

(c) No nuisance, nuisance noise, or noxious odors shall be allowed on the property nor shall any use or practice be allowed which is a source of annoyance to its residents or which interferes with the peaceful

possession or proper use of the property or adjoining property by its residents.

(d) No unlawful use shall be made of the property or any part thereof, and all laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be complied with. Such compliance shall be accomplished at the sole expense of the Unit Owner(s) concerned or the Association, whichever shall have the obligation to maintain or repair such portion of the Property.

11. **Architectural and Design Control**. The Board of Directors of the Association is responsible for promulgating and enforcing the architectural standards relating to the construction of Unit Owner Improvements as provided for in the Declaration.

12. **Rules of Conduct.** Rules and regulations concerning the use of the Units and the Common Elements and Limited Common Elements may be promulgated and amended from time to time by the Board of Directors. Copies of such rules and regulations shall be furnished by the Board of Directors to each Unit Owner prior to their effective date.

ARTICLE VI
SALES AND LEASES OF UNITS

1. **Sales**. Unit Owners may sell their Units or any interest therein provided that the provisions of this Article are complied with. A Unit Owner shall notify the Association of the pending sale of his/her Unit at least thirty (30) days prior to the date of closing of such sale, and shall supply the Association with the names of the prospective purchasers.

A Unit Owner's sale of his/her Unit shall include the sale of (a) the undivided percentage interest in the Common and Limited Common Elements appurtenant thereto; and (b) the interest of such Unit Owner in any other assets of the Association (hereinafter collectively called the appurtenant interest").

2. **No Severance of Ownership**. No Unit Owner shall execute any deed, mortgage or other instrument conveying or mortgaging title to his/her Unit without including therein the appurtenant interests, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage or other instrument purporting to affect one or more of such interests, without including all such interests, shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the appurtenant interests of any Unit may be sold, transferred, or otherwise disposed of, except as a part of a sale, transfer or other disposition of the Unit to which such interests are appurtenant, or as part of a sale, transfer or other disposition of such part of the appurtenant interests of all Units.

3. **Waiver of Right of Partition With Respect to Units Acquired by the Association**. In the event that a Unit shall be acquired by the Association or its designee, on behalf of all Unit Owners as Tenants in Common, all such Unit Owners shall be deemed to have waived all rights of partition with respect to such Unit.

4. **Leases and Rentals**. Restrictions and regulations pertaining to leases and rentals of Units are found in the Declaration of the Association, however, no Unit may be rented or leased for a period of less than four (4) consecutive weeks to any one person or lessee. This article of the Bylaws may not be rescinded or amended without the consent of not less than 75 % of the Unit Owners.

5. **Payment of Assessments**. No Unit Owner shall be permitted to convey, mortgage pledge, hypothecate, sell or lease his/her Unit unless and until he/she shall have paid in full to the Association all unpaid common expenses theretofore assessed by the Board of Directors against his/her Unit.

ARTICLE VII
RECORDS

1. **Records and Reports**. The Board or the managing agent shall keep detailed records of the actions of the Association and the Board, minutes of the meetings of the Board, minutes of the meetings of the Unit Owners, and financial records, and books of account of the Association, including a chronological listing of receipts and expenditures, as well as a separate account of each Unit which, among other things, shall contain the amount of each assessment of common expenses against such Unit, the date when due, the amounts paid thereon, and the balance remaining unpaid. A written report summarizing all receipts and expenditures of the Association shall be rendered by the Board to all Unit Owners at least annually. In addition, an annual report of the receipts and expenditures of the Association, prepared by an independent certified public accountant which report need not be certified, shall be rendered by the Board to all Unit Owners and to all mortgagees of Units who have requested the same, promptly after the end of each fiscal year.

ARTICLE VIII
MISCELLANEOUS

1. **Notices**. All notices to the Board of Directors or the Association shall be sent by registered or certified mail, c/o the managing agent, or if there is no managing agent, to the office of the Association or to such other address as the Board may hereafter designate from time to time. Except when delivered in person, all notices to any Unit Owner shall be mailed or hand delivered to his/her Unit or to such other address as may

have been designated by him from time to time, in writing, to the Board. All notices to mortgagees of Units shall be mailed or hand delivered to their respective addresses, as designated by the Unit Owners to the Board. All notices shall be deemed to have been given when mailed, except notices of change of address which shall be deemed to have been given when received. Notices to the Unit Owners or their mortgagees need not be mailed by registered or certified mail, except as otherwise provided in these Bylaws.

2. **Invalidity**. The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these Bylaws.

3. **Captions**. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or described the scope of these Bylaws or the intent of any provision thereof.

4. **Gender**. The use of the masculine gender in these Bylaws shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

5. **Waiver**. No restriction, condition, obligation or provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

6. **Conflicts**. These Bylaws are set forth to comply with the requirements of the Wisconsin Condominium Ownership Act. In case any of these Bylaws conflict with the provisions of such Act, the provisions of such Act shall control. In case any of these Bylaws conflict with the provisions of the Declaration, the Declaration shall control.

7. **Corporate Seal**. The Corporation will have no seal.

ARTICLE IX
AMENDMENTS TO BYLAWS

1. **Amendments to Bylaws**. These Bylaws may be modified or amended by vote of at least sixty-seven percent (67%) of the authorized votes of all Unit Owners, such vote to be taken at a meeting of Unit Owners duly held for such purpose. No amendment of these By-laws will alter or abrogate the rights of the Declarant as contained in these Bylaws or the Declaration.

These Bylaws accepted by the initial Board of Directors this 6TH day of June, 2001.

Jeffrey C. Check

Judith A. Check

Michael E. Check

condos.forms/bylaws.rtm (rev. 4/24/01))

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RIVERS EDGE CONDO OWNERS, LTD.

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ARTICLES OF INCORPORATION

RIVERS EDGE CONDO OWNERS, LTD.

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

Parcel Identification Number **(PIN)**

ARTICLE 1. **Name**. The name of the corporation is RIVERS EDGE CONDO OWNERS, LTD.

ARTICLE 2. **Existence**. The period of existence shall be perpetual.

ARTICLE 3. **Purpose**. Purposes for which this corporation is organized are as follows:

A. To serve as an association of unit owners who own real estate and improvements under the condominium form of use and ownership (such real estate and improvements hereinafter sometimes referred to as "Condominium Property"), as provided in the Wisconsin Condominium Ownership Act, under the laws of the State of Wisconsin and subject to the terms and conditions of the Condominium Declaration for Rivers Edge Condominiums as recorded in the Office of the Register of Deed for Manitowoc County, Wisconsin (hereinafter referred to as the "Declaration");

B. To serve as means through which the unit owners may collectively and efficiently administer, manage, operate and control the condominium property in, accordance with the Condominium Ownership Act and the Declaration; and

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C. To engage in any lawful activity within the purposes for which a non-stock, nonprofit corporation may be organized under the Wisconsin Statutes, subject to the Condominium Ownership Act and the Declaration.

ARTICLE 4. **Powers**. The corporation shall have all of the powers enumerated in the Wisconsin Non-Stock Corporation Law to the extent not inconsistent with the Condominium Ownership Act, the Declaration or the Bylaws, including without limitation, the following:

A. To exercise exclusive management and control of the Common Elements and facilities described and set forth in the Declaration;

B. To maintain, repair, replace, reconstruct, operate and protect the Common Elements and facilities as set forth in the Declaration.

C. To hire, engage or employ and discharge such persons or entities as it may deem necessary or advisable to assist in the management of its affairs or; to properly effectuate the duties and responsibilities of the corporation as set forth in the Declaration;

D. To determine, levy and collect assessments against the unit owners and use the proceeds thereof in the exercise of its powers and duties, including without limitation, the payment of operating expenses of the corporation and the common expenses relating to the maintenance, repair, replacement, reconstruction, operation and protection of the Common Elements and facilities as described and set forth in the Declaration;

E. To purchase insurance on the Condominium Property and insurance for the benefit of the corporation and its members as set forth in the Declaration;

F. To make and amend reasonable regulations governing the use and operation of the Condominium Property in the manner provided in the Declaration;

G. To enforce by legal means the provisions of the Condominium Ownership Act, the Declaration, the Bylaws and any rules and regulations governing the use and operation of the Condominium Property;

H. To establish and maintain one or more bank accounts for deposit and withdrawal of the funds of the corporation, and;

I. To do all things necessary or convenient to effectuate the purposes of the Declaration.

ARTICLE 5. **Members**. The Corporation will have one class of members designated as "Unit Owners". The rights and qualifications of members are set forth in the Bylaws of the Corporation.

ARTICLE 6. **Principal Office and Registered Agent**. The location of the principal office shall be at 2500 Washington Street, Manitowoc, County of Manitowoc, State of Wisconsin 54220 and the initial registered agent of the corporation shall be Jeffrey C. Check, 2500 Washington Street, Manitowoc, County of Manitowoc, State of Wisconsin 54220.

ARTICLE 7. **Directors**. The number of directors of the corporation shall be fixed by the Bylaws, but in no event shall be less than three (3). The manner in which directors shall be elected, appointed or removed shall be provided by the Bylaws.

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

Jeffrey C. Check
2500 Washington Street
Manitowoc, WI 54220

Judith A. Check
2500 Washington Street
Manitowoc, WI 54220

Michael E. Check
6945 Tall Oaks Road
Manitowoc, WI 54220

ARTICLE 8. **Incorporator**. The name and address of the incorporator of this corporation is:

Jeffrey C. Check
2500 Washington Street
Manitowoc, WI 54220

ARTICLE 9. **Stock, Dividends, Dissolution**. The corporation shall not have or issue shares of stock. No dividend shall ever be paid and no part of the assets or surplus of the corporation shall be distributed to its members, directors, or officers. The corporation may pay compensation in reasonable amounts to employees, members, directors, or officers for services rendered, and may confer benefits upon its member in conformity with its purposes.

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

IN WITNESS WHEREOF, the undersigned has hereunto set his hand this 18th day of May, 2001.

Jeffrey C. Check

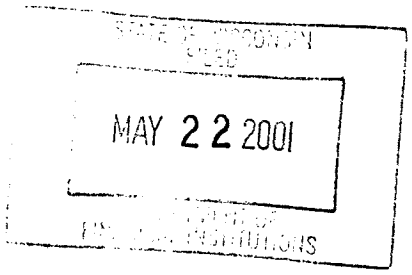
STATE OF WISCONSIN)
)SS
COUNTY OF MANITOWOC)

Personally came before me this 18th day of May, 2001 the above-named Jeffrey C. Check to me known to be the person who executed the foregoing Articles of Incorporation and known to me to be the person who acknowledged the same.

Debra D. Hardtke
Notary Public, State of Wisconsin
My Commission expires 10/21/01.

THIS INSTRUMENT DRAFTED BY:

Oliver T. Skrivanie
1523 Washington Street
P.O. Box 117
Two Rivers, WI 54241-0117
Bar No. 1013360
Telephone: 920/793-4521
FAX: 920/793-5927



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RIVERS EDGE CONDO OWNERS, LTD.

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RULES AND REGULATIONS
OF
RIVERS EDGE CONDO OWNERS, LTD.

PREFACE

The rules and regulations established by the Board of Directors (the "Board") of the Rivers Edge Condo Owners, Ltd., are not meant to be restrictive or infringe on the rights of individuals. They are promulgated and amended from time to time to ensure the full enjoyment of your Unit and its surroundings. Cooperation by all is requested. Guests, lessees, and invitees are subject to the same rules and regulations as Owners.

METHOD FOR ENFORCING RULES AND REGULATIONS

A. Unit Owners should report flagrant or repeated infractions of rules and regulations to the Board or the Secretary of the Association in writing.

B. Upon the first infraction of a rule or regulation, the Unit Owner who violates the rule or regulation will receive a letter from the Board. Upon the second infraction of a rule or regulation, the Unit Owner will be requested to appear before the Board. If a satisfactory settlement is not reached at this meeting, then legal proceedings will be commenced by the Board to enforce the rule or regulation which is or has been violated.

METHOD FOR CHANGING OR ADDING RULES AND REGULATIONS

Unit Owners who wish to suggest a change in a specific rule or regulation or to add or remove a rule or regulation should make their request in writing to a member of the Board or to the Association Secretary for consideration by the full Board.

I. **SIGNS**. During the initial offering of the Units for sale by the Declarant, the Declarant or such successor may erect, on the Units or on the Common Element, any signs as conformed to applicable municipal and/or county regulation in order to facilitate the identification and marketing of the Units, including but not limited to, "for sale" signs, "sold" signs, directional signs, and Unit identification signs. No other signs shall be permitted on the Condominium Property except that Unit Owners may erect signs not larger than 4 square feet on their respective Units for the purpose of:

A. Offering the property for sale or rent; or

B. Identifying the property by the name of the Unit Owner or occupant or other descriptive name.

In addition, the Declarant or the Owners' Association may erect a development identification sign or signs on the Common Element. Said sign shall be maintained at the common expense by the Owners' Association. The Owners' Association may also erect directional or identification signs elsewhere on the Common Elements.

II. **Pets**. Owners are permitted to have domestic pets subject to the following terms and conditions:

A. All pets must be approved by and registered with the Declarant until such time as the Board of Directors is elected as provided for herein and thereafter all pets must be approved by and registered with the Board of Directors. The Declarant or the Board of Directors (as the case may be) will have unlimited discretion to approve or disapprove pets as the Declarant or the Board will see fit.

B. Guests, invitees and tenants will not be permitted to have pets on the premises at any time.

C. Dogs will not be allowed to run loose on the property and in order to protect landscaping, they will be walked in unlandscaped or designated pet areas.

D. Owners will be responsible for proper disposal of all wastes of their animal.

E. No pet will be left unattended in any common area.

F. No pet will be left unattended in a unit if doing so results in barking and thus causing a disturbance to other owners.

III. **Heat**. All units will be kept at a minimum temperature of 55° throughout the winter months for the purpose of preventing freeze-up of water lines, sewer lines and other damage.

IV. **Draperies and Curtains**. All draperies and curtains which face the exterior of the buildings will be white so as to present a neat and uniform appearance of the buildings from the outside at all times.