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ARTICLES OF INCORPORATION
OF
WILLOW GLEN CONDOMINIUM OWNERS ASSOCIATION, INC.

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The undersigned natural person more than eighteen (18) years of age, for the purpose of organizing a corporation under the provisions and subject to the requirements of Chapter 181, Wisconsin Statutes, known as the "Wisconsin Non-Stock Corporation Law", does sign and acknowledge Articles of Incorporation, as follows:

ARTICLE 1. NAME. The name of the corporation is Willow Glen Condominium Owners Association, Inc.

ARTICLE 2. EXISTENCE. The period of existence shall be perpetual.

ARTICLE 3. PURPOSES. The corporation is organized to run, operate, administer, control and manage the affairs of the condominium unit owners, including but not limited to adopting budgets for revenues, expenditures and reserves and to levy and collect assessments for common expenses from the unit owners; employ and dismiss employees and agents; sue on behalf of the unit owners; enter into contracts and incur liabilities; cause improvements to be made as a part of the common elements; grant easements through or over the common elements; grant or withhold approval of any action by a unit owner to change the exterior appearance of any condominium building; obtain and pay for the services of any person or entity to manage its affairs; obtain and pay for legal, accounting and such other services necessary or desirable in connection with the operation and administration of the condominium; acquire and hold for the use and benefit of all the unit owners tangible and intangible personal property and real property and dispose of the same; establish reasonable rules and regulations governing the use of the unit and the common elements; contract for garbage and trash collection, snow and ice removal, lawn and landscaping care, common area maintenance and other common services; and, exercise all other powers set forth in Declaration of Condominium, Condominium Ownership Act of the State of Wisconsin, and By-laws for the purposes of managing, operating and running the Condominium.

ARTICLE 4. MEMBERS. The corporation shall have members.

ARTICLE 5. MEMBERSHIP CLASSIFICATION. The corporation shall have one class of members. Each owner of a unit in the Willow Glen Condominium shall be a member of the corporation. Only owners of units in the Willow Glen Condominium shall be members of the corporation.

ARTICLE 6. DIRECTORS. The directors of the corporation shall be elected by majority vote of the members of the corporation at the annual meeting unless a different method of election is set forth in the By-laws.

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ARTICLE 7. REGISTERED AGENT. The name of the initial registered agent of the corporation is Michael S. Nagel.

ARTICLE 8. ADDRESS. The address of the initial registered agent of the corporation is 1519 St. Augustine Road, P. O. Box 101, Hartford, WI 53027.

ARTICLE 9. LOCATION OF PRINCIPAL OFFICE. The mailing address and county of the principal office of the corporation is P. O. Box 101, Hartford, Washington County, Wisconsin 53027.

ARTICLE 10. NUMBER OF DIRECTORS. The initial number of directors shall be 3. The manner of election of the directors will be fixed by the By-laws of the corporation. The number of directors may be amended by an amendment to these Articles or as further provided for in the By-laws provided the number of directors shall not be less than the minimum required number of directors as set forth in Chapter 181, Wisconsin Statutes.

ARTICLE 11. NAMES AND ADDRESSES OF INITIAL DIRECTORS. The names and addresses of the initial board of directors of the corporation are:

Michael S. Nagel P. O. Box 101 Hartford, WI 53027	Kristine A. Nagel P. O. Box 101 Hartford, WI 53027	Rasmus Nagel 1000 S. Fork Road Purcell, OK 73080

ARTICLE 12. RECORDS. The corporation shall keep records that show and reflect each member's rights and interests in any funds which the corporation retains.

ARTICLE 13. LIQUIDATION. Upon the liquidation and/or dissolution of the corporation, the remaining property and assets shall be distributed to all who are members of the corporation at the time of the liquidation and/or dissolution, based upon their membership interest.

ARTICLE 14. AMENDMENT. These Articles may be amended in the manner authorized by law at the time of amendment.

ARTICLE 15. INCORPORATOR. The name and address of the incorporator is Phillip J. Eckert, 622 Elm Street, West Bend, Wisconsin 53095.

EXECUTED in duplicate this 11th day of December, 1997.

Phillip J. Eckert

STATE OF WISCONSIN
SS
WASHINGTON COUNTY

Personally came before me this 11th day of December, 1997, the above named PHILLIP J. ECKERT to me known to be the person who executed the foregoing instrument and acknowledged the same.

Jewel Ehlke
Notary Public, Washington County, WI
My Commission expires 4/26/98.

THIS INSTRUMENT WAS DRAFTED BY:

Attorney Phillip J. Eckert
State Bar No. 1009089
O'MEARA, ECKERT, POUROS & GONRING
622 Elm Street
P.O. Box 348
West Bend, WI 53095-0348
(414) 334-2331

RETURN TO:

Attorney Phillip J. Eckert
O'MEARA, ECKERT, POUROS & GONRING
622 Elm Street
P.O. Box 348
West Bend, WI 53095-0348
(414) 334-2331

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STATE OF WISCONSIN
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DEPARTMENT OF
FINANCIAL INSTITUTIONS

Bylaws

Willow Glen Condominium Owners Association, Inc.

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WILLOW GLEN CONDOMINIUM

OWNERS ASSOCIATION, INC.

ARTICLE I
GENERAL PROVISIONS

Section 1.01. - Incorporated Association. The affairs of this condominium shall be governed by an incorporated association of its unit owners known as "Willow Glen Condominium Owners Association, Inc." incorporated on December 17, 1997.

Section 1.02 - Mailing Address. The Association's mailing address shall be the home address of its President.

Section 1.03 - Declarant Control. The affairs of the condominium and the Association shall be subject to control by the Declarant as set forth in Section 12.05 of the Declaration.

Section 1.04 - Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of recording of the Declaration.

Section 1.05 - Conflicts. In case of any conflict between the Condominium Ownership Act (the Act) or the Declaration and these By-Laws, the Act or the Declaration, as the case may be, shall control.

Section 1.06 - Corporate Law. The provisions of Wisconsin corporate law shall govern the organization and administration of the Association unless a clear contrary intent is evident from the Declaration or these By-Laws.

Section 1.07 - Corporate Seal. The Association shall have a corporate seal which shall be kept by the Secretary and affixed to all papers requiring the seal.

ARTICLE II
ASSOCIATION MEMBERSHIP

Section 2.01 - Roster of Unit Owners. The Association shall maintain a current roster of the names and addresses of every unit owner to whom notice of meetings of the Association shall be sent. The roster shall also include the name and address of each mortgagee of a unit and the name and address of each person designated pursuant to Section 2.02 hereof.

Section 2.02 - Representation of Multiple Owners and of Entities. When a unit has multiple owners, or such unit is owned by a partnership, corporation, trust, estate or other entity, then such owner(s) shall have the right to file a written designation with the

Secretary specifying the person who shall represent the unit as the voting member in all meetings. Such written designation shall remain in effect and be binding upon such unit owners(s) until a written revocation by the unit owner(s) is filed with the Secretary. If such written designation or a properly signed proxy has not been filed before any meeting, then the presiding officer at such meeting shall have the right to designate any person present representing the unit owner(s) as the voting member to cast the vote for such unit at such meeting and such designation shall be conclusive for that meeting.

Section 2.03 - Certificate of Membership. The Board of Directors may issue membership certificates to the persons or entities owning units, but such certificates shall not be transferable in any manner whatsoever and the existence or production of any such certificate for any unit shall not supersede or affect the validity of the membership roster of the Association.

ARTICLE III
ASSOCIATION MEETINGS

Section 3.01 - Initial Meetings. (1) Prior to the conveyance of ninety-five (95%) percent (95%) of the common element interest by the Declarant to purchasers, the Association shall hold a meeting and unit owners, other than the Declarant, shall elect at least one hundred percent (100%) of the Directors. Prior to the conveyance of ninety-five percent (95%) of the common element interest by the Declarant to purchasers, the Association shall hold a meeting and the unit owners, other than the Declarant, shall elect one hundred percent (100%) of the Directors.

(2) The calculation of the percentage of common element interest conveyed by the Declarant to purchasers under (1) shall be determined by dividing the total number of units which have been conveyed by the total number of units declared in the Declaration.

(3) Not later than forty-five (45) days after the expiration of the period of Declarant control, the Association shall hold a meeting and the unit owners shall elect all of the Directors of the Association.

This section deleted See Amendment 10/22/03

Section 3.02 - Annual Meetings. The first annual meeting shall be held in the month of October of the year in which the meeting convened in accordance with Section 3.01(3) of these By-Laws is held. Each subsequent annual meeting shall, as determined by the first annual meeting, be held on the same day of the same month of each year thereafter.

This section deleted 10/22/03

Annual meetings shall be held on July 15 or within one week of this date each year.

See amendment 10/22/03

Section 3.03 - Special Meetings. Special meetings of the Association may be called at any time by the President or by the Board of Directors, or upon written request of the unit owners who are entitled to vote one-fourth (1/4) of all of the votes.

Section 3.04 - Place of Meetings. All meetings shall be held at the condominium or at such other place in Washington County, Wisconsin, as the Board of Directors may designate.

Section 3.05 - Notice of Meetings. No regular or special meeting of the Association may be held except on at least ten (10) days' written notice delivered or mailed to every unit owner at the address shown on the roster or unless waivers are duly executed by all unit owners. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 3.06 - Quorum. The presence at an Association meeting of owners and proxies entitled to cast a majority of the Association votes shall constitute a quorum for any action except as otherwise provided in the Act, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote there at shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or be represented.

Section 3.07 - Suspension of Voting Rights. No unit owner may vote at a meeting of the Association until such owner shall furnish the Association with his or her name and current mailing address for the roster of unit owners. Further, a unit owner may not vote at a meeting of the Association if the Association has recorded a Statement of Condominium Lien on the owner's unit and the amount necessary to release the lien has not been paid at the time of the meeting.

Section 3.08 - Proxies. At all Association meetings owners may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary not later than the day before the scheduled meeting. Every proxy shall be revocable and shall automatically cease upon conveyance of a unit or upon the termination of an owner's interest therein. In any event, a proxy is effective only for a maximum period of 180 days following its issuance unless it is granted to a mortgagee or lessee.

Section 3.09 - Controlling Vote. Unless otherwise provided in the Act, the Declaration, or these By-Laws, decisions of the Association shall be made on a majority of votes of the unit owners present and voting.

ARTICLE IV
BOARD OF DIRECTORS

Section 4.01 - Number. The affairs of this Association shall be managed by a Board of three (3) Directors.

Section 4.02- Term of Office. The Directors shall take office upon election and shall serve terms on the following basis: one (1) Director shall serve for a term of one (1) year, one (1) Director shall serve for a term of two (2) years and one (1) Director shall serve for a term of three (3) years. Thereafter, Directors shall be elected for three (3) year terms.

Section 4.03 - Removal. Any Director may be removed from the Board with or without cause, by a vote of two-thirds (2/3) of the Directors or by a majority vote at an Association meeting. In the event of the death, resignation or removal of a Director, a

successor shall be selected by the remaining members of the Board and shall serve for the unexpired term.

Section 4.04 - Compensation. No Director shall receive compensation for any service rendered to the Association. Any Director may, however, be reimbursed for actual expenses incurred in the performance of duties.

Section 4.05 - Nomination. Nominations for Director shall be made by a Nominating Committee of three (3) voting members. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Association, to serve from the close of such annual meeting until the close of the next annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filed. Nominations for Directors may also be made from the floor at the annual meeting.

Section 4.06 - Election. Election to the Board of Directors shall be by secret written ballot. The person(s) receiving the largest number of votes shall be elected.

Section 4.07 - Limitations. Not more than one (1) Director may be a non-unit owner.

ARTICLE V
MEETING OF DIRECTORS

Section 5.01 - Regular Meetings. Regular meetings of the Board of Directors shall be held quarterly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 5.02 - Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association or by any two (2) Directors after not less than ten (10) days notice to each Director.

Section 5.03 - Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 5.04 - Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

Section 5.05 - Waiver of Notice of Meeting. Any Director shall have the right to file a written waiver of notice of the meeting of the Board of Directors and consent to the transaction of any business that may come before the meeting. Such waiver can be given

before or after any meeting and shall be effective when filed with the Secretary with the minutes of the meeting.

ARTICLE VI
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 6.01 - General. The Board of Directors shall have the authority to exercise, for and on behalf of the Association, all powers, duties and authority vested in or delegated to the Association by the Act, [the Articles of Incorporation] or the Declaration, except where the Act or Declaration specifically require a vote of the Association membership.

Section 6.02 - Specified. The Board of Directors shall have the specified power and duty to:

(1) Adopt administrative rules and regulations (herein referred to as the "Rules and Regulations") governing the use and occupancy of the units; the use of the common elements; the conduct of the unit owners, unit occupants and their guests; and to establish penalties for the infraction thereof; provided, however, that any portion of such Rules and Regulations may be amended or rescinded by the unit owners representing sixty-seven percent (67%) of the units at any annual or special meeting if written notice thereof is given to all members at least ten (10) days before the date of such meeting.

(2) Employ a manager, managing agent, independent contractor or such other employees and personnel as the Board of Directors deems necessary, and to prescribe their compensation and duties.

(3) Cause to be kept, using standard bookkeeping procedures, detailed and accurate records of the receipts and expenditures affecting the common elements, specifying and itemizing the maintenance and repair expenses of the common elements and any other expenses incurred, together with a complete record of all proceedings and activities of the Board of Directors and the Association. A summary of such records shall be presented to the Association membership at each annual meeting.

(4) Cause all vouchers authorizing the payment of common expenses, and the books and papers of the Association to be available for examination by the unit owners at convenient times at the principal office of the Association, where copies may be purchased at reasonable cost.

(5) Prepare on or before ~~October 1~~ July 15 of each year an annual budget for consideration and adoption by the annual meeting of the Association which budget shall show the estimated income and receipts of the Association, together with the common expenses which will be required to properly maintain the common elements as provided in the Declaration. See amendment 10/22/03

(6) Fix the amount of the regular monthly assessments required to be paid by each unit based on such annual budget and a reasonable amount

considered by the Board of Directors to be necessary for a reserve for contingencies, replacements and improvements.

(7) Furnish to each unit owner at or before the annual meeting each year a summary of the proposed Association budget and a statement of the monthly assessment to be made to each unit during the following year, together with a statement of the rate of interest which has been fixed by the Board of Directors to be charged on unpaid assessments.

(8) Sue to recover a money judgment for unpaid assessments and charges or foreclose the lien against any unit for which assessments or charges are not paid, in which event the Board of Directors on behalf of the Association may bid on such unit at foreclosure sale and acquire, hold, lease, mortgage and convey the unit.

(9) Secure and maintain adequate policies of insurance as required by the Declaration.

(10) Cause such officers, directors or employees of the Association having a financial responsibility to be bonded at the expense of the Association as it may deem appropriate.

(11) Contract for or otherwise provide for such services as may be necessary to manage, control and maintain the common elements in good, safe, clean, attractive and sanitary condition, order and repair.

(12) Levy special assessments as authorized by the Declaration, provided that:

(a) a written report setting forth the reasons for and the estimated amount of the funds required, the proposed assessment against each unit, and the date or dates of payment is provided to the unit owners with the notice of the special Association meeting at which such special assessment will be considered; and

(b) such special assessment is approved by the affirmative vote of unit owners representing a majority of the votes.

(13) Designate by resolution, from time to time, one or more banks to act as depository for the funds of the Association.

(14) Establish procedures for the approval of all disbursements from the Association's funds and for the regular audit of the books and records of the Association.

(15) Suspend for not more than 60 days, after notice and hearing before the Board, the voting rights of any unit owner, tenant or occupant who is in default in the payment of any assessment levied by the Association or who is charged with a substantial infraction of the Rules and Regulations.

Section 6.03 - Acquiring and Conveying Property. The Board of Directors may acquire and retain property in the name of the Association for and on behalf of all unit owners and may grant a mortgage on such property. In such event, assessments shall be made against all unit owners as part of the common expenses in order to provide the required purchase or mortgage payments. Decisions respecting the acquisition or conveyance of Association property shall require the approval of sixty-seven percent (67%) of the unit owners.

Section 6.04 - Borrowing Money. The Board of Directors shall not borrow money on behalf of the Association unless authorized to do so by at least sixty-seven percent (67%) of the unit owners. Funds required for the repayment of borrowed money shall be part of the common expenses of the Association.

ARTICLE VII
OFFICERS AND THEIR DUTIES

Section 7.01 - Enumeration of Officers. The Officers of this Association shall be a President, who shall at all times be a member of the Board of Directors, a Secretary, a Treasurer, and such other officers as the Board may from time to time by resolution create.

Section 7.02 - Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Association.

Section 7.03 - Term. The officers of this Association shall be elected annually by the Board of Directors and each shall hold office for one (1) year unless he/she shall sooner resign, be removed or otherwise be disqualified to serve.

Section 7.04 - Special Appointments. The Board of Directors may appoint such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may from time to time determine.

Section 7.05 - Resignation and Removal. Any officer may be removed from office with or without cause by the Board of Directors. Any officer may resign at any time by giving written notice to the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 7.06 - Vacancies. A vacancy is any office shall be filled by appointment by the Board of Directors. The officer appointed to such vacancy shall serve for the remainder of the term of the officer replaced.

Section 7.07 - Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one (1) of the other offices except in the case of special offices created pursuant to Section 7.04 hereof.

Section 7.08 - Duties. The duties of the officers are as follows:

(1) **President**. The President shall preside at all meetings of the Board of Directors and Association; shall see that the orders, resolutions, Rules and Regulations of the Board are carried out; shall sign all leases, mortgages, deeds and other instruments of conveyance and shall co-sign all checks and promissory notes. Amended

(2) **Secretary**. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the Association; serve notice of meetings of the Board and of the Association; keep the Association roster of unit owners and addresses; sign, verify and file all statements of condominium liens; certify statements of unpaid condominium assessments for delivery to unit grantees; co-sign all leases, mortgages, deeds and other instruments of conveyance; and perform such other duties as required by the Board.

(3) **Treasurer**. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the Association at its annual meeting and deliver a copy of each to the unit owners.

7.08 (4) Added

ARTICLE VIII
COMMITTEES

Section 8.01 - General Committees. The Board of Directors shall appoint such committees for such purposes and terms as it deems appropriate to discharge the duties and responsibilities of the Association and the Board of Directors and to provide for the proper operation of the Association.

Section 8.02 - Nominating. The Board of Directors shall appoint a Nominating Committee having the number of members and the responsibilities as specified in Section 4.05 of these By-Laws.

ARTICLE IX
COMMON EXPENSES

Section 9.01 - Illustrative List. The common expenses set forth in Section 9.02 are intended only to guide unit owners, directors and officers in understanding the nature and purpose of common expenses. The common expenses actually incurred by the Association may include items not listed in Section 9.02 or conversely, may not include items which are listed. The Board of Directors shall have full authority to determine and authorize appropriate common expenses.

Amended see Page 14

Section 9.02 - Typical Expenses. Common expenses may include, but are not limited to, the cost of:

(1) maintaining the grounds which are part of the common elements, including cutting of grass, care of shrubs and trees.

(2) snow removal from all of the sidewalks and parking areas and private drives of the condominium.

(3) providing garbage, rubbish and trash collection.

(4) providing water, electrical and other utility services for the project, except to the extent that any part of the same are separately metered or billed to individuals.

(5) property and liability insurance on the condominium and the cost of such other insurance as the Association may obtain, to the extent that the same is not required to be separately billed to individuals.

(6) the services of the management and maintenance personnel or independent contractors as the Association shall consider necessary for the operation of the condominium.

(7) providing such legal and accounting services as may be considered necessary to the operation of the condominium.

(8) acquiring, painting, maintaining, replacing, repairing, operating and landscaping the common elements and such furnishings and equipment for the common elements as the Board of Directors shall determine are necessary and proper.

(9) any and all other materials, supplies, labor, services, maintenance, repairs, taxes, assessments or the like which the Association is required to secure or pay for by law, or otherwise, or which in the discretion of the Board of Directors shall be necessary or proper for the operation and use of the common elements.

(10) any amount necessary to discharge any lien or encumbrance levied against the condominiums, or any portion thereof, which may, in the opinion of the Board of Directors, constitute a lien against any of the common elements rather than the interest of the owner of any individual unit.

ARTICLE X
AMENDMENTS

Section 10.01 - Presentment. Amendments to these By-Laws may be initiated and presented by the Board of Directors or any unit owner. Amendments must be submitted

In writing to all unit owners at least ten (10) days prior to the annual or specified Association meeting at which they will be considered.

Section 10.02 - Vote Required. These By-Laws may be amended by the affirmative vote of unit owners having sixty-seven percent (67%) or more of the votes.

PROJECTED OPERATING BUDGET FOR
WILLOW GLEN CONDOMINIUMS OWNERS ASSOCIATION, INC.

Gutters Cleaned

Insurance	$3,318.00
Snow Removal & Lawn Care	$15,252.00
Reserve for Repairs & Replacement	$1,200.00
Maintenance	$1,000.00
Office Supplies (Postage, Supplies, etc.)	$150.00
Legal and Accounting (Tax Returns etc.)	$350.00
Managing Fee ($4.00/unit/month)	$500.00
TOTAL PROJECTED BUDGET	$21,770.00

The foregoing projected budget is base on the Declarant's assessment of the costs and expenses to be incurred by the Association as of the date of drafting. This assessment is based on costs and expense, where available, and on the Declarant's assessment estimates where information is not available. In existing circumstances, and the estimated annual assessment will be sufficient to meet the normal anticipated operating expense of the Association in its changes in the economy, or increases or decreases in the expenses of operation, this projected budget is not intended to be a representations, guarantee or warranty of any kind whatsoever or an assurance that the actual expenses and income of the Association for any period of operation may not vary from the amounts shown in the projected budget or that the Association may not incur additional expenses, or that the annual assessment for any period may not vary from the amount shown in this projected budget. The Association's Board of Directors may provide for reserves not reflected in this budget. It may be expected, based on current trends, that such items as maintenance, repair, labor, insurance premiums and other related expenses will change in the future.

Based on the projected budget, the estimated assessment per unit is $600.00 payable in monthly installments of $50.00.

Association dues are due the first of the month for that month.

EACH OWNER SHOULD ATTACH THESE AMENDMENTS TO THEIR COPY OF THE WILLOW GLEN CONDOMINIUM OWNER ASSOCIATION, INC. BY-LAWS as a permanent record.

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Amended and Recorded October 9, 2002

To All Unit Owners of Willow Glen Condominiums:

The following Amendments to the BY-LAWS were made by unit owners at the Annual Meeting on October 9, 2002.

EACH OWNER SHOULD ATTACH THESE AMENDMENTS TO THEIR COPY OF THE WILLOW GLEN CONDOMINIUM OWNER ASSOCIATION, INC. BY-LAWS as a permanent record.

Section 1.04 was amended to read as follows:

Section 1.04 – Fiscal Year. The fiscal year of the Association shall begin on July first and end on June thirtieth of each year.

Section 7.08 (1) was amended to read as follows:

(1) **President.** The President shall preside at all meetings of the Board of Directors and Association; shall see that the orders, resolutions, Rules and Regulations of the Board are carried out; shall sign all leases, mortgages, deeds and other instruments of conveyance and shall co-sign all promissory notes.

Section 7.08 was amended to add sub-paragraph (4):

(4) **Signing of Checks.** Checks will normally be singed by the Treasurer. In the absence of the Treasurer, any check may be signed by any one of the Board of Directors.

Revised

see page 16

Amended and Recorded October 23, 2003

To All Unit Owners of Willow Glen Condominiums:

The following Amendments to the BY-LAWS were made by unit owners at the Annual Meeting on October 23, 2003.

EACH OWNER SHOULD ATTACH THESE AMENDMENTS TO THEIR COPY OF THE WILLOW GLEN CONDOMINIUM OWNER ASSOCIATION, INC. BY-LAWS as a permanent record.

Section 3.01 was deleted in its entirety.

Section 3.02 was amended to read as follows:

Section 3.02 – Annual Meetings. Annual meetings shall be held on July 15 or within one week of this date in each year.

Section 6.02 (5) was amended to read as follows:

(5) Prepare on or before July 15 of each year an annual budget for consideration and adoption by the annual meeting of the Association which budget shall show the estimated income and receipts of the Association, together with the common expenses which will be required to properly maintain the common elements as provided in the Declaration.

Amended and Recorded July 26, 2007

To All Unit Owners of Willow Glen Condominiums:

The following Amendment to the BY-LAWS was made by unit owners at the Annual Meeting on July 26, 2007.

EACH OWNER SHOULD ATTACH THIS AMENDMENT TO THEIR COPY OF THE WILLOW GLEN CONDOMINIUM OWNER ASSOCIATION, INC. BY-LAWS as a permanent record.

Section 9.01 was amended to read as follows:

Section 9.01 – Illustrative List. The common expenses set forth in Section 9.02 are intended only to guide unit owners, directors and officers in understanding the nature and purpose of common expenses. The common expenses actually incurred by the Association may include items not listed in Section 9.02 or conversely, may not include items which are listed. The Board of Directors shall have full authority to determine and authorize appropriate common expenses. However, any expenditure with an estimated or projected completion cost exceeding $10,000.00, and not related to repair of damages or previously established routine maintenance, will require a majority vote at an Association meeting.

Amended and Recorded July 15, 2009

To All Unit Owners of Willow Glen Condominiums:

The following Amendment to the BY-LAWS was made by unit owners at the Annual Meeting on July 15, 2009.

EACH OWNER SHOULD ATTACH THIS AMENDMENT TO THEIR COPY OF THE WILLOW GLEN CONDOMINIUM OWNER ASSOCIATION, INC. BY-LAWS as a permanent record.

Section 6.01 was amended to read as follows:

Section 6.01 – General. The Board of Directors shall have the authority to exercise, for and on behalf of the Association, all powers, duties and authority vested in or delegated to the Association by the Act, (the Articles of Incorporation) or the Declaration, except where the Act or Declaration specifically require a vote of the Association membership. Any omissions or errors of any Board of Directors administering the Wisconsin Statutes, the Act, Declaration, By-Laws, or Rules and Regulations, of the Association will not be interpreted as an established precedent.

Amended and Recorded July 20, 2011

To All Unit Owners of Willow Glen Condominium Owners Association Inc. (WGCOAI):

EACH OWNER SHOULD ATTACH THIS AMENDMENT TO THEIR COPY OF THE WILLOW GLEN CONDOMINIUM OWNER ASSOCIATION, INC. BY-LAWS as a permanent record.

The Board is recommending that a two-party check system be re-instituted with the next fiscal year as an accounting best practice.

Therefore, we recommend that the By-laws Article VII: Officers and Their Duties, Section 7.08-Duties be amended as follows:

ARTICLE VII
OFFICERS AND THEIR DUTIES

Section 7.08 – Duties, subsection (1) President, (2) Treasurer, and (4) Signing of Checks:

(1) President.
The President shall preside at all meetings of the Board of Directors and Association; shall see that the orders, resolutions, Rules and Regulation of the Board are carried out; shall sign all leases, mortgages, deeds, and other instrument of conveyance and shall co-sign all checks and promissory notes.

(2) Treasurer.
The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall co-sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the Association at its annual meeting and deliver a copy of each to the unit owners.

(4) Signing of Checks.
Checks will be co-signed by the Treasurer and the President. In the absence of the Treasurer, or the President, any check may be co-signed by any active member of the Board of Directors.

OGDEN & COMPANY, INC., AMO®
CONDOMINIUM PROPERTY MANAGEMENT SERVICES AGREEMENT

Association's Name: Willow Glen Condominium Owners Association, Inc.

Association's Address: 921 - 995 E Loos St., Hartford WI 53027

Association Contact Information:Peter Miller, President
Phone Number:(262) 510-8512
Fax Number:N/A
Email:37crownpoint@gmail.com

Description of Condominium Property: 14 Buildings, 28 side/side units

Number of Units:28

THIS AGREEMENT made and entered into by and between Ogden & Company, Inc. ("Manager") and Willow Glen Condominium Owners Association, Inc. a non-stock corporation existing under the laws of the state of Wisconsin ("Association"). Manager and Association are referred to collectively herein as ("the Parties") or each may be referred to individually as ("Party").

1. Appointment and Term. The Association hereby appoints the Manager as the sole and exclusive manager for the Association to perform the management duties set forth herein, subject to the terms and conditions of this Agreement. The initial term of this Agreement shall be one (1) year beginning on January 1, 2023 and ending at midnight on December 31, 2023. This Agreement shall automatically renew for additional periods of one (1) year each, unless terminated as provided herein. The initial term together with any renewal periods are, collectively, "the Term." Either Party may terminate this Agreement at the end of the initial term or at the end of any renewal period, provided written notice is given to the other Party on or before the thirtieth (30th) day prior to the expiration of the initial term or any renewal period.

2. Manager's Compensation and Expenses.

A. Association will pay Manager a monthly management fee of $800, along with a one-time set-up fee of $ 0 to compensate for computer entry, accounting, and file system set up time. The set-up fee shall be paid in advance. The management fee will be fixed for the twelve (12) months following the execution of this Agreement and shall be annually increased by the lesser of:

(i) five percent (5%) of the fee for the immediately preceding term; or

(ii) an amount of the increase in the Consumer Price Index (All Urban Consumers) for the Midwest Area, all items (1982-1984=100). The computation shall be made by multiplying the fee for the immediately preceding year provided for herein by a fraction, the numerator of which shall be the index figure for the month last available preceding the adjustment month and the denominator of which shall be the index figure for the month prior to the month in which the then current year of the Agreement commenced.

B. The expenses as set forth in Schedule 2B shall be billed to Association pursuant to the schedule therein.

C. Charges for emergency calls that take place after-hours shall be subject to the fees as set forth in the Condominium Management Services Addendum, under Section 4 under Condominium Unit Owner Related Services Section, therein.

3. **Fees for Legal Advice and Litigation Expenses.** Manager may with Board approval obtain legal advice on behalf of the Association regarding compliance with any law affecting the Board, Association, the Property, or similar matters, and Association shall pay all reasonable expenses incurred by Manager in obtaining such legal advice. If such expenditure also benefits others for whom Manager acts in a similar capacity, Association agrees to pay an apportioned amount of such expense. Association shall pay all expenses incurred by Manager (including, but not limited to: reasonable attorneys' fees and Manager's costs, time, and any liability, fines, penalties or the like, in connection with any claim, proceeding or suit involving an alleged violation by Manager or Association, or both, of any law pertaining to fair employment, fair credit reporting, environmental protection, taxes, or fair housing [including, but not limited to: any law prohibiting or making illegal discrimination on the basis of race, sex, creed, color, religion, national origin or mental or physical handicap]), provided, however, that Association shall not be responsible to Manager for any such expenses in the event Manager is finally adjudged to have personally, and not in its capacity as Association's agent, violated any such law. Nothing contained in this Agreement obligates Manager to employ legal counsel to represent Association in any such proceeding or suit.

4. **Additional Fees for Other Items of Mutual Agreement.** Non-routine services including, but not limited to, insurance claim administration, assisting in any legal process due to delinquency or other law suits or legal issues, *ad valorum* tax work, extensive market study or analysis, or other consulting services incurred by Manager or assigned personnel, as applicable, will be negotiated on a per occurrence basis. Large-scale projects (including but not limited to roof replacement, road/driveway replacement, elevator modernization/replacement) require project management fees of 2-10% of the project cost. The Board must approve any large-scale projects prior to project commencement (which for purposes of clarity includes securing a specialist, seeking bids, and all other preliminary project research and preparation).

5. **Interest on Unpaid Sums.** Manager shall have no obligation to advance funds to Association for any purpose whatsoever. Any funds advanced to Association by Manager shall be repaid to the Manager immediately upon presentation of a valid invoice. Any sums due Manager under any provision of this Agreement which are not paid within thirty (30) days after such sums have become due, shall bear interest at the rate of one and a half percent (1.5%) per month.

6. **Condominium Management Services.** In accordance with the terms of this Agreement, Manager agrees to perform the services outlined in the Condominium Management Services Addendum, attached hereto and incorporated herein.

7. **Staffing.** Services under this Agreement will be performed by appropriate staff members, as determined in Manager's sole discretion.

8. **Communication.** It is expected that Parties will communicate openly and keep each other informed of all relevant activities and/or issues and will work as part of an integral team. Confidentiality is expected by the Parties, and email shall be the preferred method of communication whenever appropriate and possible. **Using the form attached hereto as Exhibit A, the Association shall designate one (1) Board Member to serve as Manager's contact for purposes of all communications related to this Agreement and the services performed hereunder.**

9. **Insurance.** Manager shall obtain and keep in force worker's compensation insurance, commercial general liability insurance, and coverage for loss or damage caused by acts of Manager when said acts constitute negligence or willful misconduct or criminal wrongdoing. Association shall obtain and keep in force the insurance outlined in the Association Insurance Requirements Addendum, attached hereto and incorporated herein. Manager shall be named as an additional insured on all liability insurance maintained with respect to Association. Association agrees to furnish Manager with certificates evidencing such insurance or with duplicate copies of such policies within

ten (10) days of the execution of this Agreement. If Association fails to do so, Manager may, but is not obligated to, place said insurance and charge the cost thereof to Association's operating and/or reserve accounts or bill the cost to Association under the terms of this Agreement. Said policies shall require a minimum of thirty (30) days written notice to Manager before any cancellation of or changes to said policies.

10. Hold Harmless, Release, and Indemnification.
Association shall hold harmless, defend and indemnify Manager and Manager's representatives, employees, managers, shareholders, directors, agents, and assigns, from and against any and all loss, expense, damage, liability or claims related to Association's breach of any of its obligations, representations or warranties under this Agreement or otherwise related to this Agreement, and from any damages or injuries to persons or property, including death, by reason of any cause whatsoever either in or about the Property, excluding claims that are the result of willful or criminal misconduct by Manager. If Manager is entitled to indemnity, Association waives any right to contribution from Manager. It is agreed that Manager is not liable to Association and/or its members for any loss or damage caused by the acts of Manager, its representatives, employees, or managers, unless said acts constitute willful or criminal misconduct, and Association expressly releases Manager from all such loss or damage. Provided, however, if determined by a court of competent jurisdiction that the limitation in the prior sentence is unenforceable, the parties agree that Manager's exposure shall be limited to an amount equal to three (3) month's monthly management fees as liquidated damages. Such liquidated damages are not intended to be a penalty and are solely intended to compensate for damages.

Manager does not assume and is given no responsibility for compliance of Association, the Property, or any building thereon or any equipment therein with the requirements of any building codes or with any statute, ordinance, law, or regulation of any governmental body or of any public authority or official thereof having jurisdiction, and Association agrees to indemnify and hold Manager, its representatives, employees, managers, shareholders, directors, agents, and assigns, harmless of and from all loss, cost, expense and liability whatsoever, which may be imposed by reason of any present or future violation or alleged violation of such laws, ordinances, statutes or regulations.

The Association hereby waives, releases and discharges the Manager, its agents and employees from all claims whatsoever arising out of loss, claim, expense or damage to or destruction covered or coverable by insurance required under this Agreement, notwithstanding that such loss, claim, expense or damage may have been caused by the Manager, its agents or employees, and the Association agrees to look to the insurance coverage only in the event of such loss.

Manager recommends that Association utilize contractors and service providers that carry Worker's Compensation Insurance. In the event Association elects to hire a contractor or service provider that does not carry Worker's Compensation Insurance, Association assumes all responsibility for any losses, expenses, damages, liabilities or claims related to the use of such contractor or service provider.

The foregoing indemnities and release shall survive the termination of this Agreement.

11. Representations and Warranties. Association represents and warrants that it has full power and authority to enter into this Agreement; that there are no written or oral agreements affecting Association that have not been disclosed to Manager and that to the best of Association's knowledge, there are no recorded easements, restrictions, reservations or rights of way which adversely affect the use of the Property for the purposes intended under this Agreement; that to the best of Association's knowledge, the Property is zoned for the intended use and any and all

applicable permits have been secured and are current; that to the best of Association's knowledge, all buildings and their construction and operation do not violate any applicable statutes, laws, ordinances, rules, regulations, orders or the like (including, but not limited to: those pertaining to hazardous or toxic substances); that to the best of Association's knowledge, the buildings on the Property contain no asbestos, urea, formaldehyde, radon or other toxic or hazardous substance; and that no unsafe conditions exist.

Association represents and warrants to Manager that none of the following matters are affecting the Property or its use: current governmental orders that are outstanding; accounts payable which are currently not paid to date and older than thirty (30) days; current legal cases pending where Association and/or previous Manager(s) are named as a defendant; current pending insurance claims and other conditions that materially affect the operation of the Property or the ability of Manager to perform and discharge Manager's duties and responsibilities under this Agreement.

The foregoing representations and warranties shall survive the termination of this Agreement.

12. Termination.

A. Association and Manager may each terminate this Agreement at any time if the other shall default in the performance of any of its material obligations under this Agreement. In such event, the party declaring the default shall provide the other party (the "Recipient") with written notice thereof setting forth the nature of the default, and the Recipient shall have (i) five (5) days to cure a monetary default or (ii) thirty (30) days to cure a non-monetary default, provided, however, that if the nature of the alleged default is such that it cannot reasonably be cured within thirty (30) days, the Recipient may cure such default by commencing in good faith to cure such default promptly after its receipt of such written notice and prosecuting the cure of such default to completion with diligence and continuity within a reasonable time thereafter.

B. Either Party may terminate this Agreement without cause upon a sixty (60) day written notice delivered on or before the first of the month. If Association elects to terminate the Agreement without cause, the Association shall pay to Manager a termination fee equal to two (2) months of management fees as compensation for the time and services incurred by Manager in the transition.

C. This Agreement shall terminate automatically if: (i) all or substantially all of the Property is condemned or acquired by eminent domain, or (ii) all or substantially all of the Property is destroyed by fire or other casualty as a result of which all or substantially all of the unit owners are unable to continue occupancy of their units.

D. Upon termination of this Agreement by either Party, Association shall assume all contracts and outstanding bills incurred by Manager under this Agreement and on behalf of Association. In addition, Association agrees to furnish Manager security, in an amount satisfactory to Manager, against any obligations or liabilities which Manager may have properly incurred on Association's behalf under this Agreement, but in no event less than one and one-half times (x1.5) the average monthly expenditures of Manager on behalf of the Association.

E. Manager may withhold funds for up to ninety (90) days after the end of the month in which this Agreement is terminated, in order to pay bills previously incurred but not yet invoiced and to close accounts. Following said 90-day period, Manager shall deliver to Association any balance of monies due to Association which were held by Manager with respect to the Property, as well as a final accounting reflecting the balance of income and expenses with respect to the Property as of the date of termination and all records, contracts, leases, receipts for deposits, and other papers or documents pertaining to Association. Furthermore, termination of this Agreement shall not relieve Association of the obligation to make any payments to Manager for which there is an obligation incurred prior to such termination.

13. **Arbitration.** Any controversy, dispute or claim arising out of or relating to this Agreement (including, but not limited to, any claim regarding the scope or effect of this Section and any claim that this Section is invalid or unenforceable) or the breach hereof, shall be settled by a single arbitrator in binding arbitration conducted in Milwaukee, Wisconsin in accordance with Chapter 788 of the Wisconsin Statutes, (or otherwise as the parties may agree upon in writing), and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator's decision shall be in writing. In addition to any rules of the arbitrator and unless otherwise agreed to by the parties, the following rules shall apply:

A. Each party shall be entitled to discovery exclusively by the following means: (i) requests for admission, (ii) requests for production of documents, (iii) up to fifteen (15) written interrogatories (with any subpart to be counted as a separate interrogatory), and (iv) depositions of no more than six individuals;

B. Unless the arbitrator finds that delay is reasonably justified or as otherwise agreed to by the parties, all discovery shall be completed, and the arbitration hearing shall commence within five months after the appointment of the arbitrator;

C. Unless the arbitrator finds that delay is reasonably justified, the hearing will be completed, and an award rendered within thirty (30) days of commencement of the hearing; and

D. The arbitrator's authority shall include the ability to render equitable types of relief and, in such event, any aforesaid court may enter an Order enjoining and/or compelling such actions or relief ordered or as found by the arbitrator. The arbitrator also shall make a determination regarding which party's legal position in any such controversy or claim is the more substantially correct (the "Prevailing Party") and the arbitrator shall require the other party to pay the legal and other professional fees and costs incurred by the Prevailing Party in connection with such arbitration proceeding and any necessary court action. However, notwithstanding the foregoing, the parties expressly agree that a court of competent jurisdiction may enter a temporary restraining order or an order enjoining a breach of this Agreement pending a final award or further order by the arbitrator. Such remedy, however, shall be cumulative and nonexclusive, and shall be in addition to any other remedy to which the parties may be entitled.

14. **Disclaimers.**

A. No Legal, Tax, Accounting, or Environmental Advice. Manager, its agents, officers, and employees do not provide legal, tax, accounting, or environmental advice or services. The services provided hereunder are for management purposes only, and are not intended to provide, and should not be relied on for legal, tax, accounting, or environmental advice. Association agrees and acknowledges that it will consult with its own legal, tax, accounting, and environmental advisors regarding any legal, tax, accounting, or environmental issues relating to its operations, including issues relating to services to be performed under this Agreement.

B. No Assumption of Liability. For purposes of clarity, Manager shall not be liable for, and assumes no liability for (1) any acts or omissions of the Association, Board, unit owners, or any of the foregoing parties' agents; and (2) any unknown violation by the Association, Board, unit owners, or any of the foregoing parties' agents of any violation or purported violation of any ordinance, code, statute, or law, including, but not limited to, the Fair Housing Act and environmental regulation.

15. Miscellaneous Provisions.

A. Entire Agreement. This Agreement embodies the entire understanding of the parties, and there are no further agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof.

B. Attorney Fees. In the event either party shall bring legal action for breach of or to enforce this Agreement, the prevailing party shall be entitled to reasonable attorney fees and costs, including those relating to any appeal, from the other party.

C. Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement, or the application of this Agreement to any person or circumstance, shall, for any reason and to any extent be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected, but rather shall be enforced to the greatest extent permitted by law.

D. No Waiver. The failure of either party to seek redress for violation, or to insist upon the strict performance, of any covenant, agreement, provisions or condition of this Agreement, shall not constitute a waiver thereof, and such party shall have all remedies provided herein and by applicable law, with respect to any subsequent act which would have originally constituted a violation.

E. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document. Each signatory may deliver a signed copy of this Agreement by fax or email and any such faxed or emailed copy shall be deemed to be an original.

F. Binding on Successor and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns. Association shall not assign this Agreement. Manager may assign this Agreement only in connection with the sale of all or substantially all of the assets of its business. In such event, Manager shall provide thirty (30) days' written notice of such sale. Upon Manager's assignment pursuant to such sale, Manager shall be released from all further obligations and liabilities under this Agreement.

G. Other. Time is of the essence with respect to all terms, covenants and obligations set forth in this Agreement. This Agreement shall be construed and interpreted under the laws of the State of Wisconsin. No provision of this Agreement shall be construed against any party hereto by reason of the extent to which such party or its counsel participated in the drafting hereof.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers on the day and year written above.

By Association:

Peter D. Miller — 10-5-22

Printed Name: PETER D. MILLER — Date

PRESIDENT

Title

By Manager:

[signature] — 12-13-2022

Chad A Emrath — Date
Director of Condominium Management
Ogden & Company, Inc. AMO®
1665 N. Water Street
Milwaukee, Wisconsin 53202
Phone: 414-270-4173
Email: chade@ogdenre.com

Condominium Management Services Addendum

In accordance with Section 6 of the Agreement, Manager will perform the following services:

Accounting and Financial Management Services

1. Prepare the annual budget in conjunction with the Treasurer and/or Board of Directors of the Association ("Board"). Manager will prepare an annual operating budget setting forth projected revenues and expenditures for the new accounting year based on anticipated operations and taking into account the general condition of the condominium and the objectives for the ensuing year. The budget will be submitted to Association by the date established in Association's governing documents, if applicable, or thirty (30) days prior to the date of the Annual Meeting.
2. Set up checking and savings/reserve accounts in Association's name. All funds collected from Association's owners or otherwise accruing to Association will be deposited in Association's accounts. All costs of establishing said account(s) shall be paid for by Association.
3. Use software specifically designed for condominium associations, which includes providing a web portal for Association.
4. Provide dues payment options to unit owners such as direct withdrawal/ACH, Vantaca website, pay on-line using a credit card.
5. Provide bookkeeping for unit owner's dues and assessments.
6. Process Association dues & deposit them in the bank via portal or lockbox.
7. Process approved invoices.
8. Distribute payments to service providers and unit owners.
9. Prepare monthly financial statements and reports (on an accrual basis of receipts and disbursements, itemized according to the budget) and submit those reports to Association. These reports will include:
    - Balance sheets,
    - Income/expense reports,
    - Check registers,
    - Check distribution reports,
    - Accounts receivable/payable reports,
    - General ledgers,
    - Pre-paid dues reports,
    - Delinquency reports, and
    - Bank statements.
10. Provide year-end tax service referrals and compile corporate and employee taxes for Association's tax preparer. Manager will maintain all accounting records in a manner to facilitate an annual audit and the preparation of tax returns by an independent certified public accountant. Such records shall be kept at the Manager's office and shall be available for inspection by Association's Officers and Board during regular business hours. Manager does not, however, provide financial audits.
11. Provide 1099 forms to all service providers, if applicable.
12. Process the Annual Stock Report for Association.
13. Manager shall be the exclusive collection Manager for assessments not paid by unit owners. Manager will have the authority to bill, demand, collect, and receive all assessments that may be due to Association.
14. If any assessment is not timely paid, Manager, pursuant to Association's governing documents, may file a lawsuit on behalf of Association, against a unit owner for unpaid dues and/or assessments. Manager will be entitled to reimbursement from Association for all reasonable attorney's fees and court costs incurred and not recovered from the unit owner. Manager does not have the authority to foreclose a lien against a defaulting unit owner unless expressly authorized by Association.
15. Manager will make all required disbursements for Association via bills or disbursement vouchers. Manager will make all disbursements from assessments collected for normal recurring expenses as provided by Associations approved budget. Manager has the authority to make approved expenditures in Manager's sole discretion.

Meeting Management Services

1. Draft Board meeting packets, including agendas (which shall be provided by President), meeting minutes (provided by Secretary of Board), and financial statements.
2. Assist in arranging Board meetings, Special meetings and Annual meetings.
3. Attend _____ Board meetings per year, and attend and assist in the preparation of one (1) Annual Meeting per year, each subject to the following terms and conditions:

   a. All meetings that are scheduled at or after 4:30 p.m. CST shall be conducted via video or teleconference and shall conclude within two (2) hours;

   b. All weekend meetings must commence by 10:00 a.m. CST and shall conclude within two (2) hours; and

   c. If the duration of a meeting either (i) exceeds two hours, or (ii) extends beyond 8:00 p.m. CST, such portion of the meeting will be billed to Association at the rate of One Hundred Thirty-Five Dollars per hour ($135.00/hour).

Board and Association Management Services

1. Abide by the Condominium documents & Bylaws and is authorized to take all such action as may be necessary to comply with all laws, statutes, ordinances or rules of governmental authorities.
2. Assist the Board in the enforcement of the Condominium rules and regulations.
3. Work closely with the Board as an advisor, messenger, and facilitator and communicate with the Board of Directors in connection with the performance of Manager's duties. The Board shall designate one (1) of its members who will be designated to communicate with Manager on matters relating to the management of the Property, using the form provided in Exhibit A. Manager shall not accept directions or instructions with regard to the management of the Property from anyone other than the designated member. In the absence of any other designation by the Board, the President of the Board shall be the member deemed to have this authority.
4. Schedule work approved by the Board.
5. Work with the Board to maintain a reserve fund for future capital improvement projects.
6. Provide past due letters and collection services (attorney fees, if necessary, are additional).
7. Produce letters and mailings for Association. (See Section 3, Manager's Compensation and Expenses).
8. Review and offer suggestions for reducing Association's operating costs.
9. Monitor spending per the annual budget.
10. Assist Association in the maintenance and retention of corporate records, including but not limited to, minutes, membership lists, financial records and books, accounts and other records required to be kept by Association and will maintain all electronic Property files at Manager's office. Files may be kept on-site and/or on a flash drive where designated.
11. Manager shall promptly notify Association or promptly forward to Association any complaints, warnings, notices or summons received by Manager relating to violation of laws applicable to the Property.
12. Provide documents and basic information (for example a payoff statement) required by statute for the sale of a unit on behalf of the association via HomeWiseDocs© or similar site. Provided, however, that the Association (or its legal counsel) shall be responsible for all questionnaires and forms that relate to (a) the structural integrity of the building, and (b) any building code violations.

Services Management

1. In order to perform the services required under this Agreement, Manager is authorized to engage any affiliated entity of Manager, provided that the compensation paid for services is competitive with non-affiliated entities providing the same or similar services.
2. Manager may employ and/or otherwise arrange for the requisite personnel required to perform any of the services required under this Agreement.
3. Obtain, negotiate, and execute bids/proposals on behalf of Association.

4. Review, and approve invoices for work performed, and goods and services provided.

5. Maintain relationships with outside contractors and personnel.

6. Pass along volume pricing, where available (i.e., recycling, trash removal, bulk cable, window cleaning, mat service, exterminating, cleaning, landscaping, general maintenance, etc.).

~~7. Manager is responsible, with the assistance and/or guidance of Association, for the maintenance and repair (including but not limited to: landscaping, gutter cleaning, painting, cleaning and such other normal maintenance and repair work as may be necessary) of the grounds, lands, appurtenances, limited common elements and common elements, where appropriate under the governing documents. For any one item of repair, replacement or refurbishing the expense incurred may not exceed the sum of Two Thousand Dollars ($2,000.00) unless specifically authorized by the Board excepting, however, that emergency repairs involving danger, safety or harm to persons or property or that are required to avoid suspension of necessary services to the Property, may be made by Manager irrespective of the above limitation. Notwithstanding this authority as to emergency repairs, it is understood that Manager will, if at all possible, confer immediately with the Board regarding said expenditures.~~

~~8. Coordinate building automation services through professional contractors including, but not limited to, fire alarm system, fire sprinkler system, security system, elevators, HVAC, and plumbing.~~

~~9. Work with outside contractors and, on behalf of Association, obtain, negotiate, execute all maintenance and service contracts (i.e., fire system monitoring, elevator, mat service, exterminating, landscape, snow removal, exterior window cleaning, and interior/exterior building repairs, cleaning, etc.).~~

10. Provide contacts for other professionals (i.e., reserve advisors, engineers, general contractors, public accountants, attorneys, appraisers, assessors, financial analysts, maintenance professionals, insurance companies, banks and loan officers, as requested. Manager, at the direction and subject to the approval of the Board, and at the expense of Association, shall work with, retain and employ attorneys, accountants, and other such service providers as needed

11. Manager shall assist Association in providing insurance agency referrals for obtaining insurance policies and coverage.

Condominium Unit Owner Related Services

~~1. Assist in preparing information for unit owners regarding Association's affairs, policies, procedures, and/or amendments to the governing documents affecting the condominium.~~

~~2. Communicate with residents and handle unit owner requests.~~

3. Maintain a resident directory with emergency contact information, as provided by the unit owner.

4. Establish an emergency call system for Association and its unit owners and inform the unit owners of the twenty-four (24) hours, seven (7) day-a-week emergency call service. If an emergency call is made outside of regular business hours, the following rates shall be charged to Association, in 0.25 hour increments, based on the day the call is made, as set forth below (and in Schedule 2B):

    a. Monday through Friday: the then-current hourly rate

    b. Saturday: the then-current hourly rate multiplied by one and one-half (x1.5)

    c. Sunday: the then-current hourly rate multiplied by two (x2)

    d. Holiday: the then-current hourly rate multiplied by two (x2)

Common Elements and Limited Common Elements Services

~~1. Association grants Manager access at all times to all of the common elements, limited common elements and such other property of Association as may be required in carrying out the functions and purpose of this Agreement. Subject to the limitations of the Association's governing documents, the Board grants Manager access to each individual unit during reasonable hours when necessary for the maintenance, repair or replacement of the common or limited common elements contained therein or accessible there from or for the making of emergency repairs necessary for the protection and preservation of the Property. Association agrees to indemnify and hold harmless Manager and Manager's representatives, employees, managers, shareholders, directors, agents, and assigns for any claims, demands, judgments, or suits that may be brought against or incurred by Manager by reason of Manager exercising its right of access to individual condominium units as provided herein.~~

2. ~~Manager will review those items of the operating budget pertaining to the care and maintenance of the common elements and the limited common elements.~~

3. Notwithstanding any other provision in this Agreement, Manager has no authority or responsibility for maintenance of or repair to individual condominium units. Such maintenance and repair are the sole responsibility of the unit owner. Each individual unit owner may contract with Manager, its representatives or business partners on an individual basis for the provision of certain maintenance and other related services which will be paid in accordance with an agreement between Manager, its representatives or business partners and the individual unit owner.

4. ~~Manager will conduct one site visit annually, which shall not exceed two (2) hours. Additional site visits can be conducted at the direction of the Board of Directors at the hourly rate. Manager initiated inspections are at the discretion of the Manager and at no cost.~~

Association Insurance Requirements Addendum

In accordance with Section 9 of the Agreement, Association will obtain and maintain the following insurance during the term of the Agreement:

- Insurance against physical damage to the Property (building and contents) (e.g., fire with extended coverage endorsement, boiler and machinery coverage, or other coverages applicable to the Property).

- Worker's Compensation Insurance in amounts required by law.

- Liability Insurance in amounts not less than One Million Dollars ($1,000,000.00) per occurrence, Two Million Dollars ($2,000,000.00) aggregate, insuring against liability for loss, damage or injury to property or persons which might arise out of the occupancy, management, operation or maintenance of the Property. Liability insurance shall be adequate to protect the interests of both Association and Manager and in form, substance and amounts reasonably satisfactory to Manager, and any deductible required under such insurance policies shall be Association's expense.

- Directors & Officers (D&O) Insurance with minimum coverage limits of One Million Dollars ($1,000,000.00). The D&O policy shall also contain a "managing agent's" endorsement naming Manager as additional insured.

SCHEDULE 2B

Additional Expenses

Charge	Rate	Billing Occurrence
Postage	Actual cost	Monthly
Envelope	$0.25/each	Monthly
Black & White Copies	$0.20/each	Monthly
Color Copies	$0.55/each	Monthly
Scans	$0.01/each	Monthly
24 hour Emergency and Answering service	$3.00 plus Call Rates*	Monthly
Checks	$0.50/each	Monthly
Vantaca online portal	$10.00	Monthly

Call Rates, billed in 0.25 hour increments		
Monday Through Friday	Current Hourly Rate*	Per occurrence
Saturday	Rate x1.5	Per occurrence
Sunday	Rate x2	Per occurrence
Holidays	Rate x2	Per occurrence

*Standard Management Rates		
Attendance at Board Meetings	$135/hour	Per occurrence
Site Visits	$135/hour	Per occurrence
Administrative Staff	$85/hour	Per occurrence
Assistant Property Managers	$100/hour	Per occurrence

EXHIBIT A

Form of Designation of Contact

Pursuant to the Condominium Management Agreement, the Association must designate a Board Member to serve as the primary contact person (the "Primary Contact"). Check the box next to the name of the Primary Contact. In the event that Manager is unable to reach the Primary Contact at the phone numbers listed below, Manager shall be entitled to contact any of the other persons listed below.

Please complete this form and return the same to Manager. If the Association fails to provide a completed form, the President of the Association shall serve as the Primary Contact until notice to the contrary is delivered to Manager.

	Name and Position	Daytime Phone Number	Evening Phone Number
☒	Peter Miller, President	262-510-8512	〃
☐	Robin Vullings, Vice President	414-659-1324	donnawix3@yahoo.com
☐	Marsha Walz, Board Member	262-670-0968	mawalz@outlook.com
☐	Melissa Stolaski, Secretary	mickmousey9@gmail.com	920-948-6968
☐	Rochelle Priesgen, Treasurer	N/A	〃

In the event any of the information provided changes, the Association is responsible for providing an updated, completed form to Manager.

Association

By: Peter D. Miller

Print: PETER D MILLER

Title: PRESIDENT

10-5-22
Date

Insurance Dec Page
Willow Glen Condominium Owners Association, Inc.