

DOCUMENT NUMBER	DOCUMENT TITLE
	First Amendment to Amended and Restated Declaration of New Port Vista, A Condominium

0912551

RONALD A. VOIGT
OZAUKEE COUNTY
REGISTER OF DEEDS
PORT WASHINGTON, WI
TXID: 87341

RECORDED ON
09/30/2009 03:56PM

REC FEE: 41.00
TRANS FEE: 0.00
PAGES: 16
EXEMPT #: 0

LEGAL DESCRIPTION

PARTS OF PARCELS 1 AND 2 OF CERTIFIED SURVEY MAP NO. 3467, BEING A PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 4 AND THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 5, ALL IN TOWN 10 NORTH, RANGE 22 EAST, IN THE CITY OF PORT WASHINGTON, OZAUKEE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 4; THENCE NORTH 87°07'44" EAST ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 4 A DISTANCE OF 115.02 FEET TO A POINT; THENCE SOUTH 02°52'16" EAST 33.00 FEET TO A POINT ON THE SOUTH LINE OF CEDAR SAUK ROAD; THENCE SOUTH 02°55'31" EAST 222.00 FEET TO A POINT; THENCE SOUTH 87°07'44" WEST 115.00 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 4; THENCE SOUTH 02°55'31" EAST ALONG SAID WEST LINE 642.88 FEET TO THE POINT OF BEGINNING OF THE LANDS TO BE DESCRIBED; THENCE SOUTH 67°33'07" EAST 382.96 FEET TO A POINT ON THE WESTERLY LINE OF NEW PORT VISTA DRIVE; THENCE NORTH 30°05'15" EAST ALONG SAID WESTERLY LINE 68.36 FEET TO A POINT; THENCE NORTHEASTERLY 33.74 FEET ALONG SAID WESTERLY LINE AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTHWEST, WHOSE RADIUS IS 470.00 FEET AND WHOSE CHORD BEARS NORTH 28°01'52" EAST 33.73 FEET TO A POINT; THENCE SOUTH 64°01'31" EAST 60.00 FEET TO A POINT ON THE EASTERLY LINE OF NEW PORT VISTA DRIVE; THENCE NORTHEASTERLY 63.79 FEET ALONG SAID EASTERLY LINE AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTHWEST, WHOSE RADIUS IS 530.00 FEET AND WHOSE CHORD BEARS NORTH 22°31'36" EAST 63.76 FEET TO A POINT; THENCE SOUTH 71°48'18" EAST 99.55 FEET TO A POINT; THENCE SOUTH 53°33'40" EAST 69.57 FEET TO A POINT ON THE WESTERLY LINE OF STH "32"; THENCE SOUTHWESTERLY 386.72 FEET ALONG SAID WESTERLY LINE AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHEAST, WHOSE RADIUS IS 34492.47 FEET AND WHOSE CHORD BEARS SOUTH 30°24'22.5" WEST 386.72 FEET TO A POINT; THENCE SOUTH 87°33'42" WEST 414.72 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 4; THENCE NORTH 02°55'31" WEST ALONG SAID WESTERLY LINE 97.86 FEET TO A POINT; THENCE SOUTH 87°04'29" WEST 138.72 FEET TO A POINT; THENCE NORTH 03°15'13" WEST 125.00 FEET TO A POINT ON THE EASTERLY LINE OF NEW PORT VISTA DRIVE; THENCE SOUTH 86°44'47" WEST ALONG SAID EASTERLY LINE 55.71 FEET TO A POINT; THENCE SOUTHWESTERLY 40.33 FEET ALONG SAID EASTERLY LINE AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHWEST, WHOSE RADIUS IS 174.39 FEET AND WHOSE CHORD BEARS SOUTH 80°07'16.5" WEST 40.24 FEET TO A POINT; THENCE NORTH 16°30'14" WEST 239.07 FEET TO A POINT; THENCE NORTH 87°18'39" EAST 291.22 FEET TO THE POINT OF BEGINNING. CONTAINING 271,680 SQUARE FEET OR 6.2369 ACRES.

Also OUTLOT 1 OF CERTIFIED SURVEY MAP NO. 3745, RECORDED MAY 18, 2009, AS DOCUMENT NO. 903298, A DIVISION OF PARCEL 3 IN CERTIFIED SURVEY MAP 3467, BEING A PART OF THE NORTHWEST 1/4 AND NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 5, TOWN 10 NORTH, RANGE 22 EAST, IN THE CITY OF PORT WASHINGTON, OZAUKEE COUNTY, WISCONSIN.

The required consent and approvals for this Amendment were received.

This amendment modifies the floor plans and locations of the following Units in Phase II of New Port Vista, a Condominium:

THIS SPACE RESERVED FOR RECORDING DATA

NAME AND RETURN ADDRESS

Bruce A. McInay
Maier McInay Schmitt & Button, Ltd.
101 Falls Road, Suite 603
Grafton, WI 53024

16-004-01-011.00

16-004-01-010.00

Parcel Identification Number (PIN)

Address	Address	Address
1700 NEW PORT VISTA DRIVE	1766 NEW PORT VISTA DRIVE	1810 NEW PORT VISTA DRIVE
1702 NEW PORT VISTA DRIVE	1768 NEW PORT VISTA DRIVE	1811 NEW PORT VISTA DRIVE
1704 NEW PORT VISTA DRIVE	1770 NEW PORT VISTA DRIVE	1812 NEW PORT VISTA DRIVE
1706 NEW PORT VISTA DRIVE	1780 NEW PORT VISTA DRIVE	1813 NEW PORT VISTA DRIVE
1720 NEW PORT VISTA DRIVE	1781 NEW PORT VISTA DRIVE	1814 NEW PORT VISTA DRIVE
1722 NEW PORT VISTA DRIVE	1782 NEW PORT VISTA DRIVE	1815 NEW PORT VISTA DRIVE
1724 NEW PORT VISTA DRIVE	1783 NEW PORT VISTA DRIVE	1816 NEW PORT VISTA DRIVE
1726 NEW PORT VISTA DRIVE	1784 NEW PORT VISTA DRIVE	1817 NEW PORT VISTA DRIVE
1740 NEW PORT VISTA DRIVE	1785 NEW PORT VISTA DRIVE	1818 NEW PORT VISTA DRIVE
1742 NEW PORT VISTA DRIVE	1786 NEW PORT VISTA DRIVE	1819 NEW PORT VISTA DRIVE
1744 NEW PORT VISTA DRIVE	1787 NEW PORT VISTA DRIVE	1820 NEW PORT VISTA DRIVE
1746 NEW PORT VISTA DRIVE	1788 NEW PORT VISTA DRIVE	1821 NEW PORT VISTA DRIVE
1760 NEW PORT VISTA DRIVE	1789 NEW PORT VISTA DRIVE	1831 NEW PORT VISTA DRIVE
1762 NEW PORT VISTA DRIVE	1790 NEW PORT VISTA DRIVE	1833 NEW PORT VISTA DRIVE
1764 NEW PORT VISTA DRIVE	1791 NEW PORT VISTA DRIVE	1835 NEW PORT VISTA DRIVE
		1837 NEW PORT VISTA DRIVE

**First Amendment to the Amended and Restated
Declaration of New Port Vista, a Condominium
Dated September 30, 2009**

This First Amendment to the Amended and Restated Declaration of New Port Vista, a Condominium, is made effective as of the date of its recording with the Ozaukee County Register of Deeds.

At a Special Meeting of the Unit Owners of New Port Vista, a Condominium, held on January 21, 2009, the Unit Owners, as required by the Act and the Condominium Documents, approved a proposed to change the Plat, which included changes in the buildings and their locations in Phase II of the Condominium, which changes are reflected in Addendum No. 3 to the Plat, a copy of which is attached hereto as Exhibit A-3.

The Declaration of New Port Vista, a Condominium, dated December 28, 2004, and recorded with the Ozaukee County Register of Deeds on December 28, 2004, as Document No. 0809047, and amended by the First Amendment the Declaration of New Port Vista, a Condominium, recorded in the office of the Register of Deeds for Ozaukee County, Wisconsin, on December 21, 2006, as Document No. 0854796, and the Amended and Restated Declaration of New Port Vista, a Condominium, (the "Restated Declaration") recorded in the office of the Register of Deeds for Ozaukee County, Wisconsin, on September 30, 2009, as Document No. 0912549 (collectively the "Declaration"), is hereby amended as follows:

1. Section 1.1 of the Restated Declaration is hereby amended as follows:

(h) "Building Plans" means the plans attached to the New Port Vista Declaration as **EXHIBIT B**, and the plans attached hereto and made a part hereof as **EXHIBIT B-3**, being recorded pursuant to the Act simultaneously with this First Amendment to the Restated Declaration and constituting a part of this Declaration, as the same may be amended from time to time.

(ee) "Plat" means the Plat of Survey of the Condominium and addenda thereto, copies of which are attached to the New Port Vista Declaration as **EXHIBIT A**, the First Addendum to the Plat of Survey attached to the Amendment No. 1 to the New Port Vista Declaration as **EXHIBIT A-1**, the Addendum No. 2 to the Plat of Survey attached to the Restated Declaration as **EXHIBIT A-2**, and Addendum No. 3 attached hereto as **Exhibit A-3**. Addendum No. 3 to the Plat and is being recorded simultaneously with this First Amendment to the Restated Declaration of New Port Vista, a Condominium.

2. Section 3.2 of the Restated Declaration is amended to provide:

As a result of this Amendment, the Condominium consists of 18 buildings having four Units in each, and four buildings having 6 Units in each, for total of 22 buildings and 96 Units in Phases 1 and 2 of the Condominium. The Declarant expressly reserves the right to expand the condominium in one or more additional phases to include an additional 15 Buildings, with each of the 15 buildings containing no more than six units for a total of

72 additional Units. This reservation for expansion may take place in one or more phases as noted on the Plat. Upon completion of all phases, the total number of Units in the Condominium will not exceed 168.

4. *EXHIBITS A-3 and B-3 attached hereto, being Addendum No. 3 to the Plat, supersede Addendum No. 2 to the Plat; the locations, types of buildings and floor plans for Phase II of the Condominium shall be solely as depicted in Addendum No. 3.*

Except as expressly provided herein, the Declaration is unchanged in all respects.

[Signatures appear on following pages]

CONSENT OF MORTGAGEE

M&I Marshall & Ilsley Bank, NA.
A national banking association
First Mortgagee

By: _____

Austin J. Mautz

Its: Vice President

STATE OF WISCONSIN)

) SS

MILWAUKEE COUNTY)

Personally came before me this 28th day of September, 2009, the above-named Austin J. Mautz, the Vice President of the M&I Marshall & Ilsley Bank, NA and acknowledged that he executed the foregoing instrument as such officer as the deed of such national banking association by its authority.

Colleen Smith
* Colleen Smith
(type or print name here)

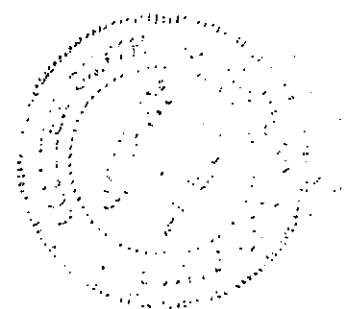
Notary Public, State of Wisconsin

My Commission ~~(x)~~ (expires): 8-8-2010

This document was drafted by, and
after recording should be returned to:

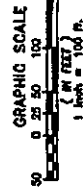
Bruce A. McInay
McInay Schmitt & Button, Ltd.
1150 Washington Street

Grafton, WI 53024



SITUATED ON NEW PORT VISTA DRIVE, CITY OF PORT WASHINGTON,
OZAUKEE COUNTY, WISCONSIN.

PARCEL 1
CSM 1

[illegible]

AREA -	81,503	SQUARE	FEET	OR	1.5710	ACRES
OF ROAD -	157,408	SQUARE	FEET	OR	3.6138	ACRES
NORTH OF ROAD -	238,911	SQUARE	FEET	OR	5.4848	ACRES
TOTAL AREA -						

R.A. Smith National, Inc.

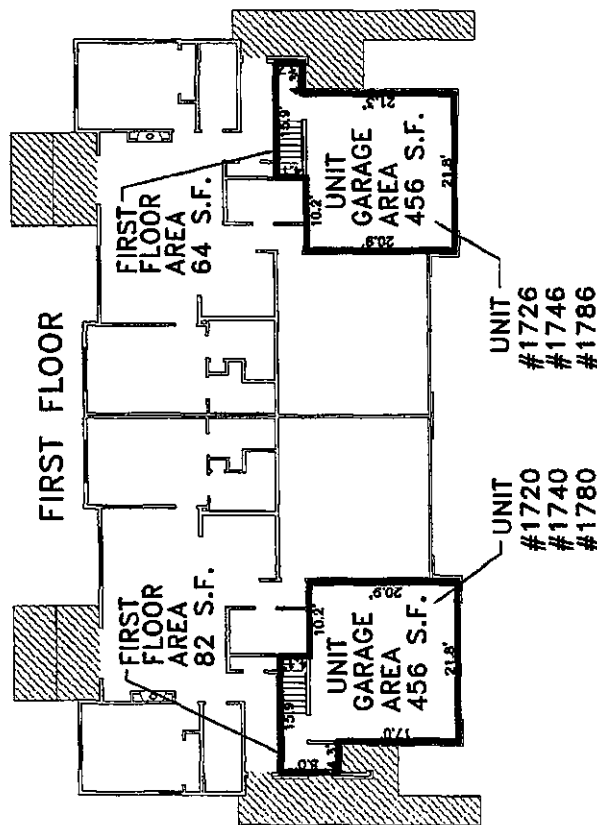
*Beyond Surveying
and Engineering*
16745 W. Blumound Road, Appleton WI 53005
262-781-1000 Fax 262-787-3737
www.jalumi.com

47-3006 JMW 114 1042101
S. 3143720 41454

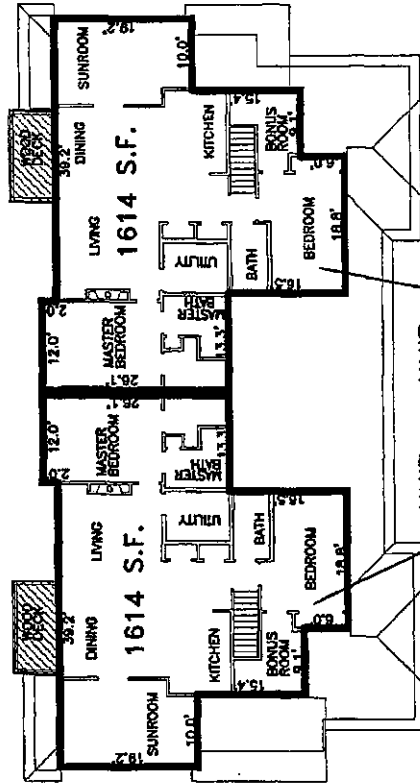
NEW PORT VISTA, A CONDOMINIUM- ADDENDUM NO. 3

SITUATED ON NEW PORT VISTA DRIVE, CITY OF PORT WASHINGTON,
OZAUKEE COUNTY, WISCONSIN.

BUILDING 13,14 & 16



SECOND FLOOR

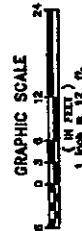


INDICATES LIMITED COMMON ELEMENT

THE DECLARANT RESERVES THE RIGHT TO CHANGE LOCATIONS OF
INTERNAL WALLS, DOORS, AND OTHER FEATURES.

FLOOR PLANS DO NOT REPRESENT AS-BUILT CONDITIONS.

THE COMMON ELEMENTS CONSIST OF THE ENTIRE CONDOMINIUM OTHER
THAN THOSE AREAS DESIGNATED AS RESIDENTIAL UNITS OR LIMITED
COMMON ELEMENTS.



R.A. Smith National, Inc.

Beyond Surveying
and Engineering

16045 W. Bluffwood Road, Brookfield, WI 53008
262.781.1000 Fax: 262.781.7375
www.ra-smith.com

1/11/2013
C:\PROJECTS\13,14,16

SHEET 1 OF 12

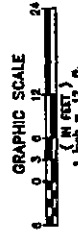
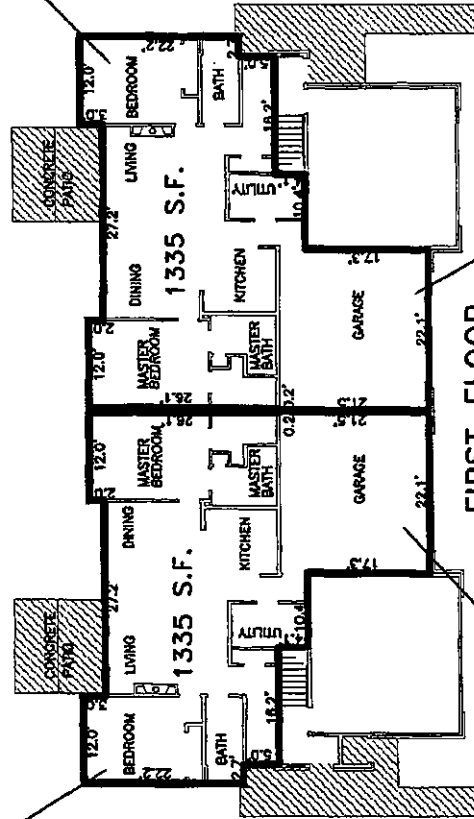
NEW PORT VISTA, A CONDOMINIUM- ADDENDUM NO. 3

BUILDING 13,14 & 16

SITUATED ON NEW PORT VISTA DRIVE, CITY OF PORT WASHINGTON,
OZAUKEE COUNTY, WISCONSIN.

UNIT #1722
#1742
#1782

UNIT #1724
#1744
#1784



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FIRST FLOOR

UNIT #1722, #1742, #1782
TOTAL AREA 1800 S.F.
UNIT #1724, #1744, #1784
TOTAL AREA 1800 S.F.

R.A. Smith National, Inc.

*Beyond Surveying
and Engineering*

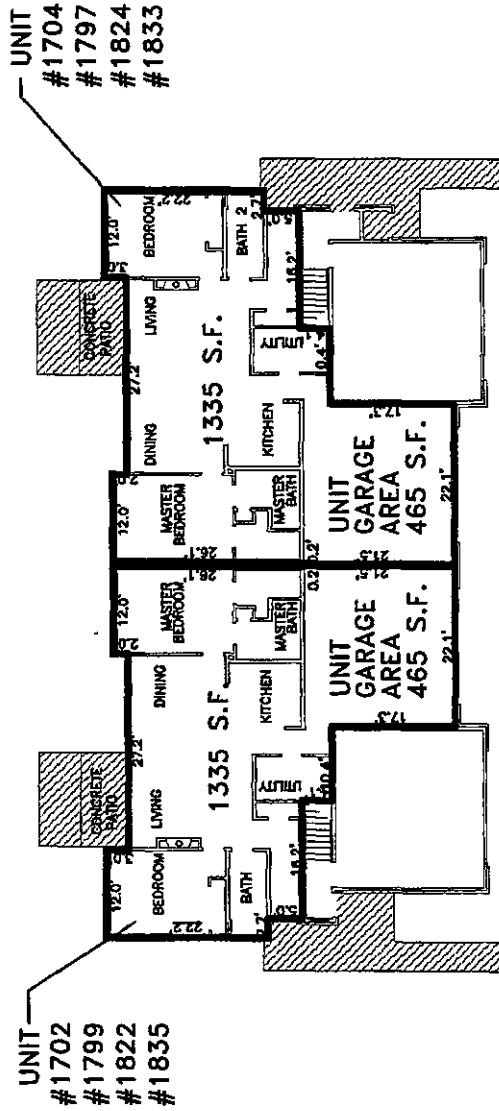
16545 W. Bluemound Road, Brookfield, WI 53005
262.781-1000 Fax: 262.787-7273
www.ra-smithnational.com

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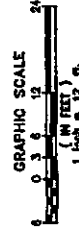
SHEET 4 OF 12

NEW PORT VISTA, A CONDOMINIUM- BUILDING 12,18,19 & 21 ADDENDUM NO. 3

SITUATED ON NEW PORT VISTA DRIVE, CITY OF PORT WASHINGTON,
OZAUKEE COUNTY, WISCONSIN.



FIRST FLOOR



INDICATES LIMITED COMMON ELEMENT

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UNIT #1702, #1799, #1822, #1835
TOTAL AREA 1800 S.F.

UNIT #1704, #1797, #1824, #1833
TOTAL AREA 1800 S.F.

R.A. Smith National, Inc.

Surveying
and Engineering

16745 W. Belvedere Road, Brookfield, WI 53005
262.781.1100
www.ra-smithnational.com

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SHEET 5 OF 12

NEW PORT VISTA, A CONDOMINIUM-

BUILDING 12,18,19 & 21

ADDENDUM NO. 3

R.A. Smith National, Inc.

SITUATED ON NEW PORT VISTA DRIVE, CITY OF PORT WASHINGTON,
OZAUKEE COUNTY, WISCONSIN.

Beyond Surveying
and Engineering

18745 W. Bluemound Road, Brookfield WI 53008
262-781-1000 Fax 262-781-7233
www.beyondsurveying.com

REGISTERED
C-40010100000000000000

FIRST
FLOOR
AREA
64 S.F.

FIRST
FLOOR
AREA
82 S.F.

UNIT #1706, #1795, #1826, #1831
TOTAL AREA 2152 S.F.

UNIT #1700
#1801
#1820
#1837

SECOND FLOOR

UNIT
GARAGE
AREA
456 S.F.

UNIT
#1700
#1801
#1820
#1837

FIRST FLOOR

UNIT
GARAGE
AREA
456 S.F.

UNIT
#1706
#1795
#1826
#1831

1614 S.F.

1614 S.F.

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UNIT #1700, #1801, #1820, #1837
TOTAL AREA 2134 S.F.

GRAPHIC SCALE

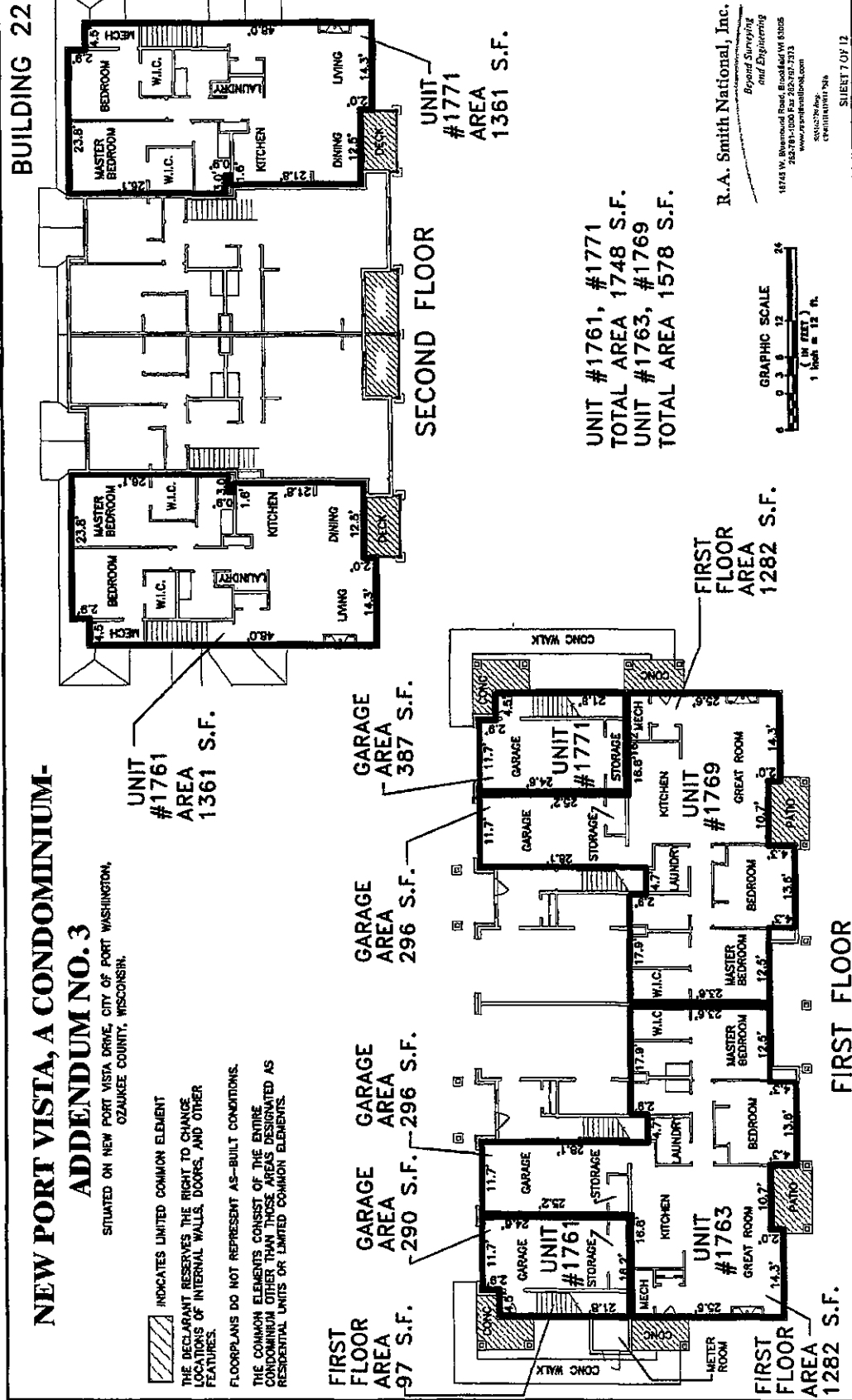


SHEET 6 OF 12

NEW PORT VISTA, A CONDOMINIUM- ADDENDUM NO. 3

SITUATED ON NEW PORT VISTA DRIVE, CITY OF PORT WASHINGTON,
OZAUKEE COUNTY, WISCONSIN.

INDICATES LIMITED COMMON ELEMENT
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NEW PORT VISTA, A CONDOMINIUM- ADDENDUM NO. 3

SITUATED ON NEW PORT VISTA DRIVE, CITY OF PORT WASHINGTON,
OZAUKEE COUNTY, WISCONSIN.

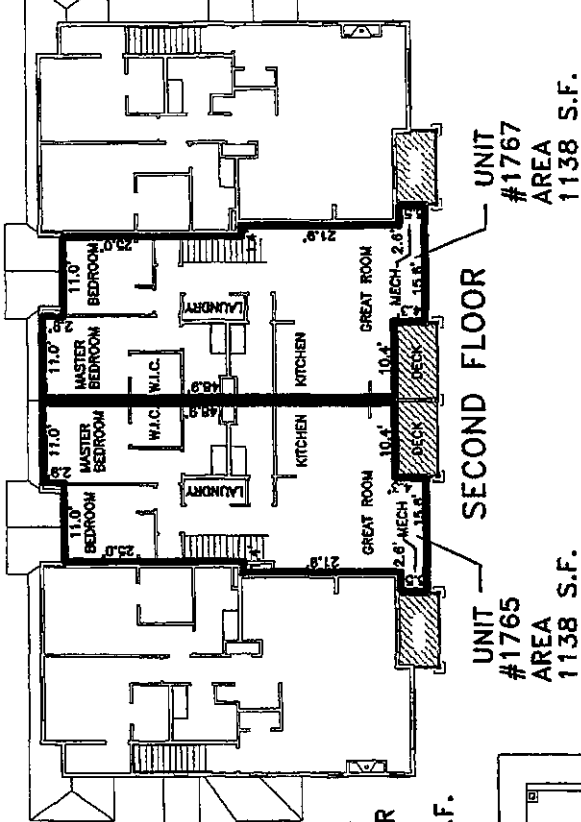
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BUILDING 22

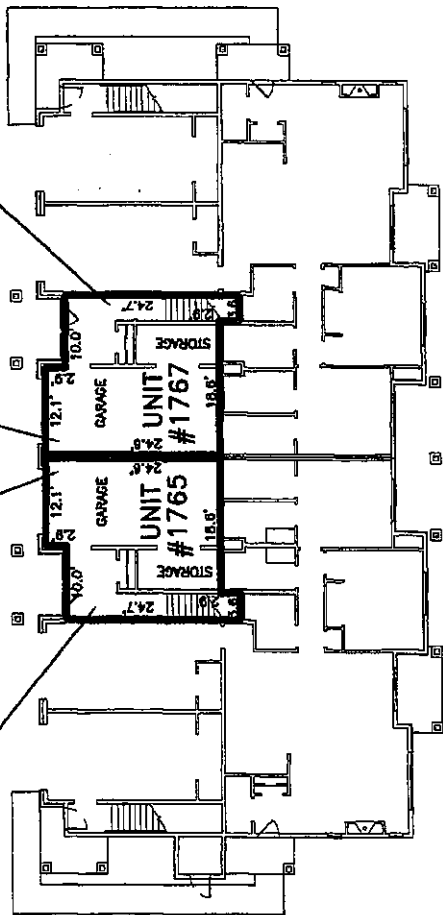


FIRST FLOOR
AREA 88 S.F.

GARAGE AREA
439 S.F.

GARAGE AREA
439 S.F.

FIRST FLOOR
AREA 88 S.F.

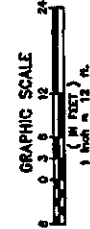


R.A. Smith National, Inc.

Report Surveying
and Engineering
18145 W. Blumhard Road, Brookfield WI 53005
262.781.1111
www.ra-smithnational.com

SSN2714-1
C:\BUILDING\INTA

SHEET 8 OF 12



NEW PORT VISTA, A CONDOMINIUM- ADDENDUM NO. 3

SITUATED ON NEW PORT VISTA DRIVE, CITY OF PORT WASHINGTON,
OZAUKEE COUNTY, WISCONSIN.

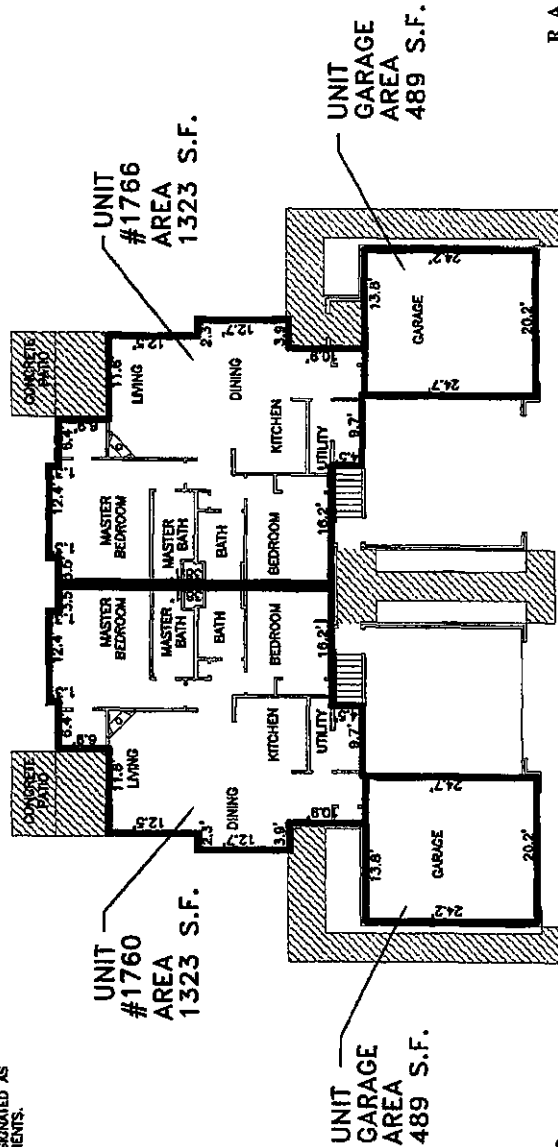
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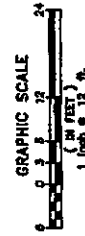
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BUILDING 15



FIRST FLOOR



R.A. Smith National, Inc.

*Surveying
and Engineering*

15745 W. Bluemound Road, Brookfield, WI 53005
262-781-1000 Fax: 262-791-7373
www.ra-smith.com

REG. NO. 10000
CROSSING NO. 10000

SHEET 9 OF 12

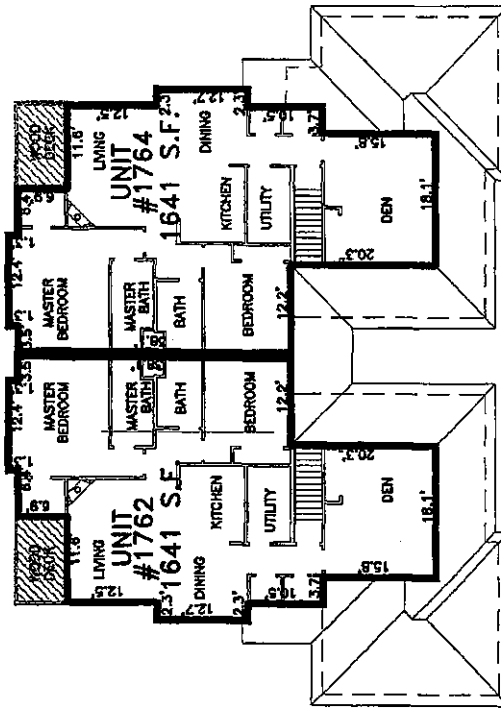
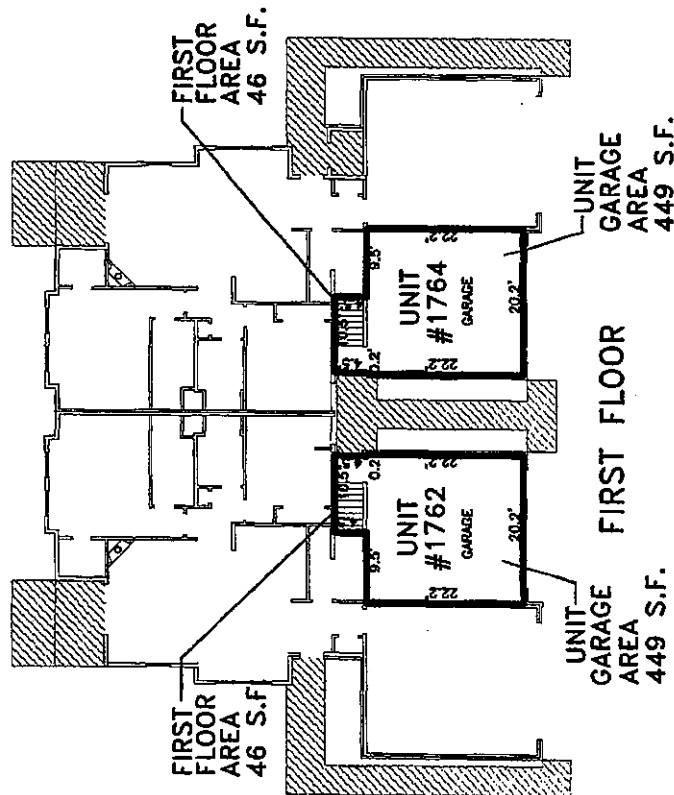
NEW PORT VISTA, A CONDOMINIUM- ADDENDUM NO. 3

SITUATED ON NEW PORT VISTA DRIVE, CITY OF PORT WASHINGTON,
OZAUKEE COUNTY, WISCONSIN.

BUILDING 15

**UNIT #1762, #1764
TOTAL AREA 2136 S.F.**

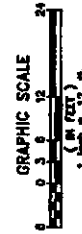
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R.A. Smith National, Inc.

SECOND FLOOR

*Beyond Surveying
and Engineering*
19145 W. Riverwood Road, Brookfield, WI 53005
Tel: 414.781.1234
Fax: 414.781.1235
www.ra-smith.com

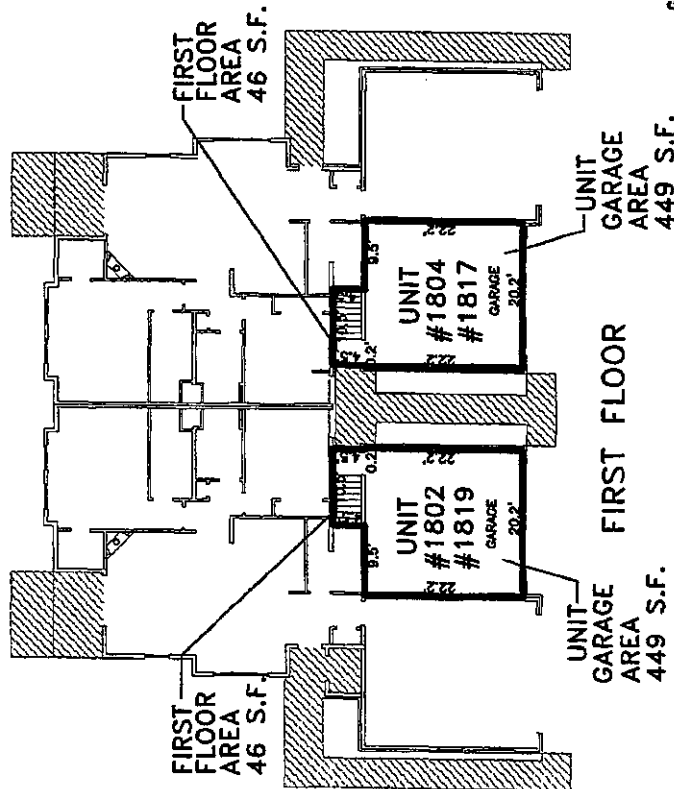


SHEET 10 OF 12

NEW PORT VISTA, A CONDOMINIUM- ADDENDUM NO. 3

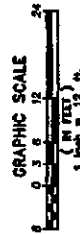
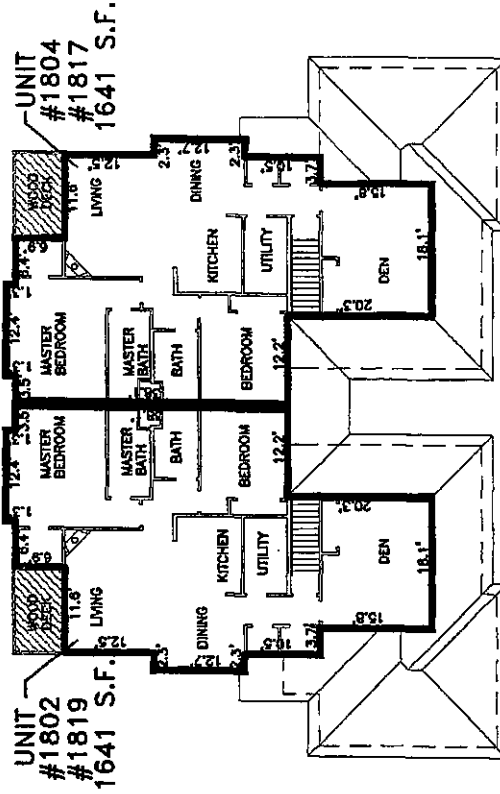
SITUATED ON NEW PORT VISTA DRIVE, CITY OF PORT WASHINGTON,
OZAUKEE COUNTY, WISCONSIN.

UNIT #1802, #1804, #1817, #1819
TOTAL AREA 2136 S.F.



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BUILDING 17 & 20



SECOND FLOOR **R.A. Smith National, Inc.**
Beyond Surveying
and Engineering
18745 W. Bluemound Road, Brookfield, WI 53005
262-791-1000 Fax 262-791-7773
www.ra-smith.com
GRAPHIC SCALE
1 INCH = 12 FEET
SHEET 12 OF 12

DOCUMENT NUMBER

DOCUMENT TITLE

**AFFIDAVIT OF CORRECTION TO
FIRST AMENDMENT TO
AMENDED AND RESTATED
DECLARATION OF NEW PORT
VISTA, A CONDOMINIUM**

0915077

RONALD A. VOIGT
OZAUKEE COUNTY
REGISTER OF DEEDS
PORT WASHINGTON, WI
TXID: 89495

RECORDED ON
11/18/2009 08:58AM

REC FEE: 13.00
TRANS FEE: 0.00
PAGES: 2
EXEMPT #: 0

AFFIANT, Bruce A. McInay, hereby swears that a certain document recorded on September 30, 2009, as Document # 0912551 in Ozaukee County, State of Wisconsin, contained the following error:

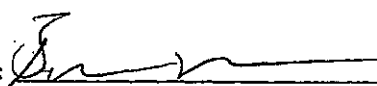
The cover page of the document omitted reference to certain of the Units that are shown on the Plat for Phase 2 of the Condominium and are a part of the Condominium.

AFFIANT makes this Affidavit for the purpose of correcting the above document by adding the following Units that were omitted from the original filing:

Unit		Address
1795	UPPER	1795 NEW PORT VISTA DRIVE
1797	LOWER	1797 NEW PORT VISTA DRIVE
1799	LOWER	1799 NEW PORT VISTA DRIVE
1801	UPPER	1801 NEW PORT VISTA DRIVE
1761	UPPER	1761 NEW PORT VISTA DRIVE
1763	LOWER	1763 NEW PORT VISTA DRIVE
1765	UPPER	1765 NEW PORT VISTA DRIVE
1767	UPPER	1767 NEW PORT VISTA DRIVE
1769	LOWER	1769 NEW PORT VISTA DRIVE
1771	UPPER	1771 NEW PORT VISTA DRIVE

AFFIANT is the drafter of the document being corrected.

LEGAL DESCRIPTION
(See Attached)

Signed: 

Bruce A. McInay

State of Wisconsin)
) ss.
Ozaukee County)

Subscribed and sworn to before me this
17th day of November, 2009



Notary Public, State of Wisconsin

My Commission: 7-7-2013

This Instrument was drafted by Bruce A. McInay

This Instrument is not a conveyance of real property as per s 77.21 Wisconsin statutes

THIS SPACE RESERVED FOR RECORDING DATA

NAME AND RETURN ADDRESS

Bruce A. McInay
McInay & Button, Ltd.
1150 Washington Street
Grafton, WI 53024-1916

16-216-12-017.00 -
16-216-20-017.91

Parcel Identification Number (PIN)

14-238-21-01795 #
16-238-21-01797
16-238-21-01799
16-238-21-01801
16-238-22-01761
16-238-22-01763
16-238-22-01765
16-238-22-01767
16-238-22-01769
16-238-22-01771 ↓

ATTACHMENT TO AFFIDAVIT OF CORRECTION

LEGAL DESCRIPTION

PARTS OF PARCELS 1 AND 2 OF CERTIFIED SURVEY MAP NO. 3467, BEING A PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 4 AND THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 5, ALL IN TOWN 10 NORTH, RANGE 22 EAST, IN THE CITY OF PORT WASHINGTON, OZAUKEE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 4; THENCE NORTH 87°07'44" EAST ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 4 A DISTANCE OF 115.02 FEET TO A POINT; THENCE SOUTH 02°52'16" EAST 33.00 FEET TO A POINT ON THE SOUTH LINE OF CEDAR SAUK ROAD; THENCE SOUTH 02°55'31" EAST 222.00 FEET TO A POINT; THENCE SOUTH 87°07'44" WEST 115.00 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 4; THENCE SOUTH 02°55'31" EAST ALONG SAID WEST LINE 642.88 FEET TO THE POINT OF BEGINNING OF THE LANDS TO BE DESCRIBED; THENCE SOUTH 67°33'07" EAST 382.96 FEET TO A POINT ON THE WESTERLY LINE OF NEW PORT VISTA DRIVE; THENCE NORTH 30°05'15" EAST ALONG SAID WESTERLY LINE 68.36 FEET TO A POINT; THENCE NORTHEASTERLY 33.74 FEET ALONG SAID WESTERLY LINE AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTHWEST, WHOSE RADIUS IS 470.00 FEET AND WHOSE CHORD BEARS NORTH 28°01'52" EAST 33.73 FEET TO A POINT; THENCE SOUTH 64°01'31" EAST 60.00 FEET TO A POINT ON THE EASTERLY LINE OF NEW PORT VISTA DRIVE; THENCE NORTHEASTERLY 63.79 FEET ALONG SAID EASTERLY LINE AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTHWEST, WHOSE RADIUS IS 530.00 FEET AND WHOSE CHORD BEARS NORTH 22°31'36" EAST 63.76 FEET TO A POINT; THENCE SOUTH 71°48'18" EAST 99.55 FEET TO A POINT; THENCE SOUTH 53°33'40" EAST 69.57 FEET TO A POINT ON THE WESTERLY LINE OF STH "32"; THENCE SOUTHWESTERLY 386.72 FEET ALONG SAID WESTERLY LINE AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHEAST, WHOSE RADIUS IS 34492.47 FEET AND WHOSE CHORD BEARS SOUTH 30°24'22.5" WEST 386.72 FEET TO A POINT; THENCE SOUTH 87°33'42" WEST 414.72 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 4; THENCE NORTH 02°55'31" WEST ALONG SAID WESTERLY LINE 97.86 FEET TO A POINT; THENCE SOUTH 87°04'29" WEST 138.72 FEET TO A POINT; THENCE NORTH 03°15'13" WEST 125.00 FEET TO A POINT ON THE EASTERLY LINE OF NEW PORT VISTA DRIVE; THENCE SOUTH 86°44'47" WEST ALONG SAID EASTERLY LINE 55.71 FEET TO A POINT; THENCE SOUTHWESTERLY 40.33 FEET ALONG SAID EASTERLY LINE AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHWEST, WHOSE RADIUS IS 174.39 FEET AND WHOSE CHORD BEARS SOUTH 80°07'16.5" WEST 40.24 FEET TO A POINT; THENCE NORTH 16°30'14" WEST 239.07 FEET TO A POINT; THENCE NORTH 87°18'39" EAST 291.22 FEET TO THE POINT OF BEGINNING.

CONTAINING 271,680 SQUARE FEET OR 6.2369 ACRES.

Also

OUTLOT 1 OF CERTIFIED SURVEY MAP NO. 3745, RECORDED MAY 18, 2009, AS DOCUMENT NO. 903298, A DIVISION OF PARCEL 3 IN CERTIFIED SURVEY MAP NO. 3467, BEING A PART OF THE NORTHWEST 1/4 AND NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 5, TOWN 10 NORTH, RANGE 22 EAST, IN THE CITY OF PORT WASHINGTON, COUNTY OF OZAUKEE, STATE OF WISCONSIN.

Unit		Address
1795	UPPER	1795 NEW PORT VISTA DRIVE
1797	LOWER	1797 NEW PORT VISTA DRIVE
1799	LOWER	1799 NEW PORT VISTA DRIVE
1801	UPPER	1801 NEW PORT VISTA DRIVE
1761	UPPER	1761 NEW PORT VISTA DRIVE
1763	LOWER	1763 NEW PORT VISTA DRIVE
1765	UPPER	1765 NEW PORT VISTA DRIVE
1767	UPPER	1767 NEW PORT VISTA DRIVE
1769	LOWER	1769 NEW PORT VISTA DRIVE
1771	UPPER	1771 NEW PORT VISTA DRIVE

0943442 - 1

**AFFIDAVIT OF
CORRECTION**

Document Number

**0943442**

RONALD A. VOIGT
OZAUKEE COUNTY
REGISTER OF DEEDS
RECORDED ON
04/19/2011 1:40 PM
REC FEE: 30.00
PAGES: 4
EXEMPT #:

AFFIANT, John P. Casucci, Registered Land Surveyor No. 2055, hereby depose and say; that I am a land surveyor registered in the State of Wisconsin and that RA Smith National, Inc prepared a Condominium Plat for:

New Port Vista A Condominium-Addendum No.3 described as:

Parts of Parcels 1 and 2 of Certified Survey Map No. 3467, being a part of the Northeast 1/4 of the Northwest 1/4 of Section 4 and the Northeast 1/4 of Section 5, all in Town 10 North, Range 22 East, in the City of Port Washington, Ozaukee County, Wisconsin. Also Outlot 1 of Certified Survey Map No.3745, being a division of Parcel 3 of Certified Survey Map No. 3467, being part of the Northwest 1/4 and Northeast 1/4 of the Northeast Fractional 1/4 of Section 5, Town 10 North, Range 22 East, in the City of Port Washington, Ozaukee County, Wisconsin, (See Exhibit "A" for full legal description)

which was recorded on September 30, 2009 as Document No. 0912552.

AFFIANT makes this Affidavit for the purpose of correcting the above document as follows:

The corrected building locations for buildings 16, 18 and 21 - See Exhibit "B", the corrected Limited Common Elements for Buildings 15, 16, 17 & 18 - See Exhibit "B", and the corrected Unit location, dimensions and area for Units 1780-1786 (building 16), Units 1820-1826 (building 18) and Units 1795-1801 (building 21) -see Exhibit "C"

AFFIANT is the (check one):

- ☒ Drafter of the document being corrected
☐ Owner of the property described in the document being corrected
☐ Other (explain: _____).

The original document (in part or whole) ☐ is ☐ is not attached to this Affidavit (if original document is not attached, please attach legal description and names of grantors and grantees).

Signed:

John P. Casucci 3-14-2011
 * JOHN P. CASUCCI

State of Wisconsin }
 } ss.

County of Waukesha }

Subscribed and sworn to (or affirmed) before me this
 14 day of March, 2011.

* *Heidi M. Rebernick*
 Notary Public, State of Wisconsin
 My Commission expires: 6-8-14

THIS INSTRUMENT WAS DRAFTED BY:

John P. Casucci S-2055

This instrument ☐ is ☒ is not (check one) a conveyance of real property as per s. 77.21(1) Wisconsin Statutes
 (A Wisconsin Real Estate Transfer Return is required for instruments that do convey real property.)

*Names of persons signing in any capacity must be typed or printed below their signature

sheet 1 of 4

2 - 92

4

EXHIBIT "A"

LEGAL DESCRIPTION

NEW PORT VISTA, A CONDOMINIUM – ADDENDUM NO. 3

CONDOMINIUM LANDS

PARTS OF PARCELS 1 AND 2 OF CERTIFIED SURVEY MAP NO. 3467, BEING A PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 4 AND THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 5, ALL IN TOWN 10 NORTH, RANGE 22 EAST, IN THE CITY OF PORT WASHINGTON, OZAUKEE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 4; THENCE NORTH 87°07'44" EAST ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 4 A DISTANCE OF 115.02 FEET TO A POINT; THENCE SOUTH 02°52'16" EAST 33.00 FEET TO A POINT ON THE SOUTH LINE OF CEDAR SAUK ROAD; THENCE SOUTH 02°55'31" EAST 222.00 FEET TO A POINT; THENCE SOUTH 87°07'44" WEST 115.00 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 4; THENCE SOUTH 02°55'31" EAST ALONG SAID WEST LINE 642.88 FEET TO THE POINT OF BEGINNING OF THE LANDS TO BE DESCRIBED; THENCE SOUTH 67°33'07" EAST 382.96 FEET TO A POINT ON THE WESTERLY LINE OF NEW PORT VISTA DRIVE; THENCE NORTH 30°05'15" EAST ALONG SAID WESTERLY LINE 68.36 FEET TO A POINT; THENCE NORTHEASTERLY 33.74 FEET ALONG SAID WESTERLY LINE AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTHWEST, WHOSE RADIUS IS 470.00 FEET AND WHOSE CHORD BEARS NORTH 28°01'52" EAST 33.73 FEET TO A POINT; THENCE SOUTH 64°01'31" EAST 60.00 FEET TO A POINT ON THE EASTERLY LINE OF NEW PORT VISTA DRIVE; THENCE NORTHEASTERLY 63.79 FEET ALONG SAID EASTERLY LINE AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTHWEST, WHOSE RADIUS IS 530.00 FEET AND WHOSE CHORD BEARS NORTH 22°31'35.5" EAST 63.76 FEET TO A POINT; THENCE SOUTH 71°48'18" EAST 99.55 FEET TO A POINT; THENCE SOUTH 53°33'40" EAST 69.57 FEET TO A POINT ON THE WESTERLY LINE OF STH "32"; THENCE SOUTHWESTERLY 386.72 FEET ALONG SAID WESTERLY LINE AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHEAST, WHOSE RADIUS IS 34492.47 FEET AND WHOSE CHORD BEARS SOUTH 30°24'21.5" WEST 386.72 FEET TO A POINT; THENCE SOUTH 87°33'42" WEST 414.72 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 4; THENCE NORTH 02°55'31" WEST ALONG SAID WESTERLY LINE 97.86 FEET TO A POINT; THENCE SOUTH 87°04'29" WEST 138.72 FEET TO A POINT; THENCE NORTH 03°15'13" WEST 125.00 FEET TO A POINT ON THE EASTERLY LINE OF NEW PORT VISTA DRIVE; THENCE SOUTH 86°44'47" WEST ALONG SAID EASTERLY LINE 55.71 FEET TO A POINT; THENCE SOUTHWESTERLY 40.33 FEET ALONG SAID EASTERLY LINE AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHWEST, WHOSE RADIUS IS 174.39 FEET AND WHOSE CHORD BEARS SOUTH 80°07'16.5" WEST 40.24 FEET TO A POINT; THENCE NORTH 16°30'14" WEST 239.07 FEET TO A POINT; THENCE NORTH 87°18'39" EAST 291.22 FEET TO THE POINT OF BEGINNING. EXCEPT THAT PART DEDICATED AS NEW PORT VISTA DRIVE.

ALSO

OUTLOT 1 OF CERTIFIED SURVEY MAP NO. 3745, BEING A DIVISION OF PARCEL 3 OF CERTIFIED SURVEY MAP NO. 3467 BEING PART OF THE NORTHWEST 1/4 AND NORTHEAST 1/4 OF THE NORTHEAST FRACTIONAL 1/4 OF SECTION 5, TOWN 10 NORTH, RANGE 22 EAST, IN THE CITY OF PORT WASHINGTON, OZAUKEE COUNTY, WISCONSIN.

OWNERS CERTIFICATE:

NEW PORT VISTA CONDOMINIUM, INC., A WISCONSIN CORPORATION HEREBY STATES THAT IT IS THE OWNER OF ALL UNITS AND LIMITED COMMON ELEMENTS BEING CORRECTED, AND HEREBY CONSENT TO THE CHANGES TO THE CONDOMINIUM PLAT BY THIS AFFIDAVIT OF CORRECTION.

NEW PORT VISTA, INC., A WISCONSIN CORPORATION



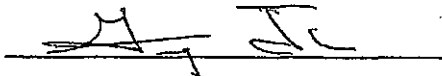
BY: BRETT K. MILLER, ITS VICE PRESIDENT

STATE OF WISCONSIN)

)SS

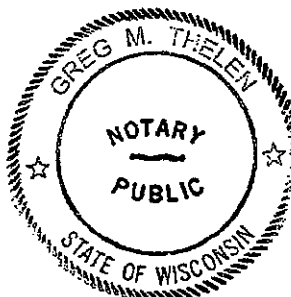
COUNTY OF MILWAUKEE)

PERSONALLY CAME BEFORE ME THIS 17 DAY OF March, 2011, THE ABOVE NAMED BRETT K. MILLER, KNOWN TO ME TO BE THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE SAME.



NOTARY PUBLIC, STATE OF WISCONSIN.

MY COMMISSION (IS) EXPIRES 03/17/12



R.A. Smith National, Inc.

*Beyond Surveying
and Engineering*

16745 W. Bluemound Road, Brookfield WI 53005
262-781-1000 Fax 262-797-7373
www.rasmithnational.com

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EX101-AFFIDAVIT OF CORRECTION.DWG\EX101A.B0
SHEET 2 OF 4

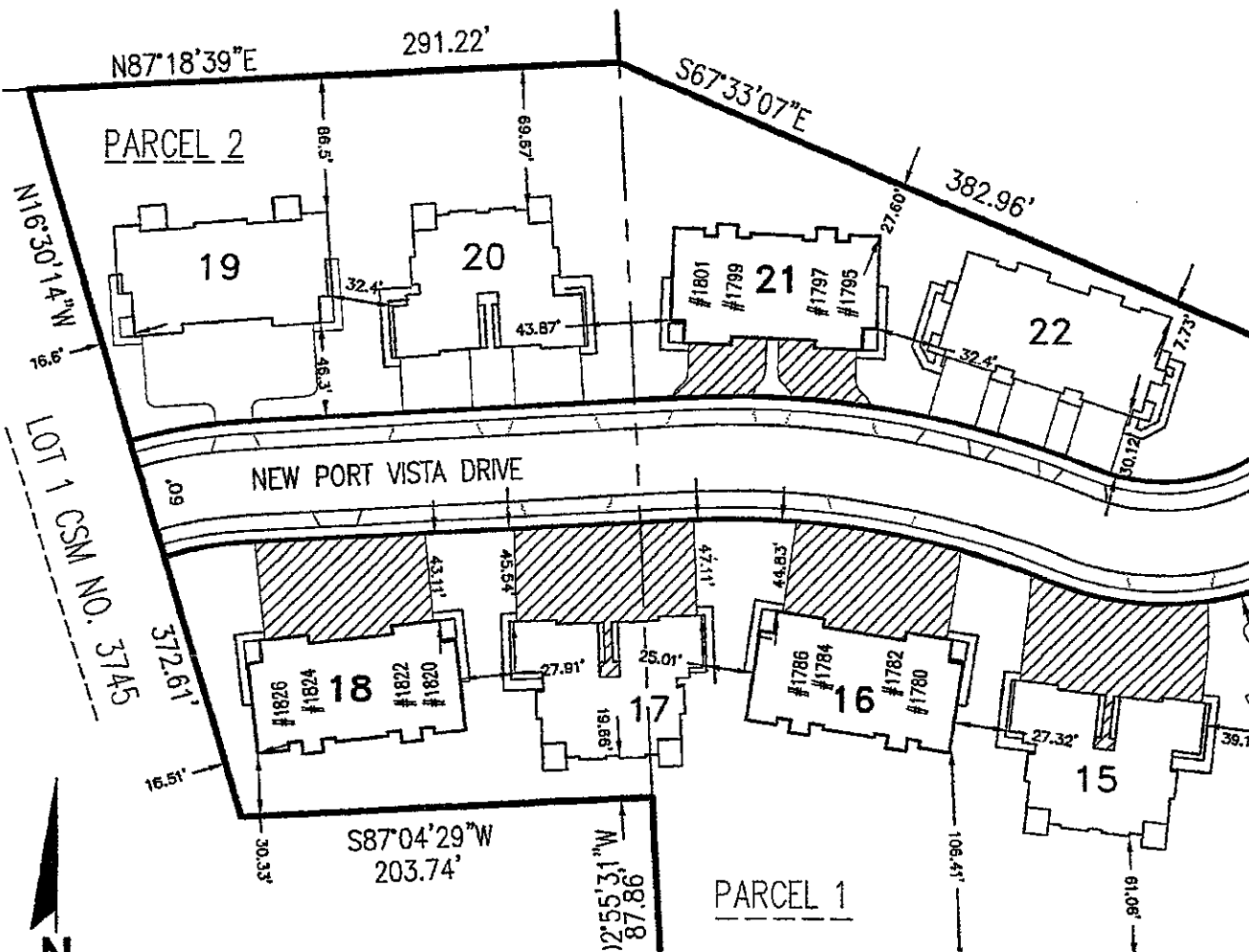
EXHIBIT "B"

NEW PORT VISTA CONDOMINIUM - ADDENDUM NO.3

NOTES:

1. SEE THE DECLARATION OF CONDOMINIUM FOR DESIGNATION OF THE LIMITED COMMON ELEMENTS.
2. BEARINGS REFER TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE.
3. ALL AREAS NOT WITHIN UNIT OR LIMITED COMMON ELEMENTS, SHALL BE COMMON ELEMENTS. SEE EXHIBIT "B" FOR ADDITIONAL LIMITED COMMON ELEMENTS.

 INDICATES REVISED LIMITED COMMON ELEMENT



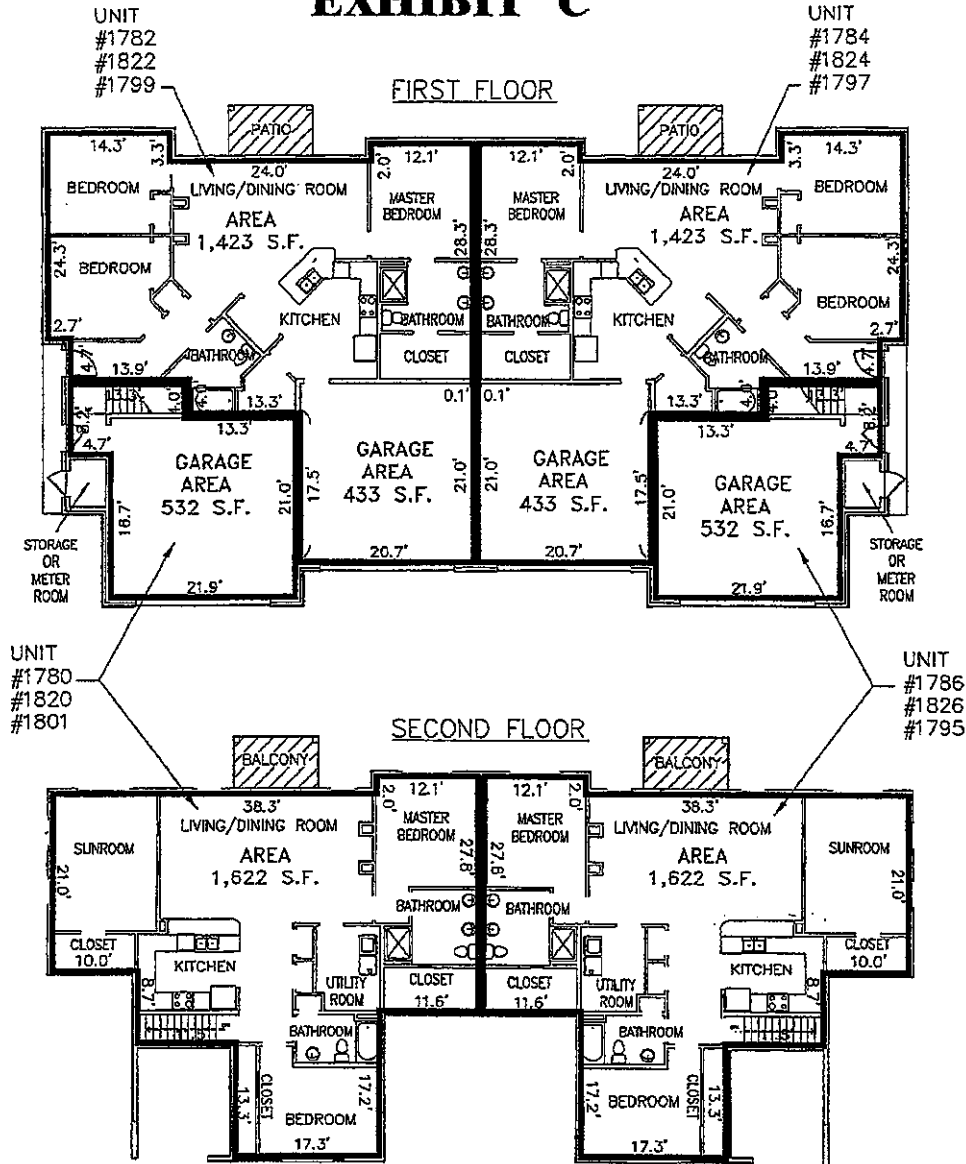
R.A. Smith National, Inc.

*Beyond Surveying
and Engineering*

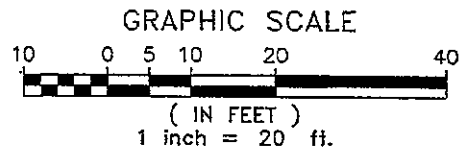
16745 W. Bluemound Road, Brookfield WI 53005
262-781-1000 Fax 262-797-7373
www.rasmithnational.com

S:\S162720\dwg\EX101-AFFIDAVIT OF CORRECTION.DWG\EX102A80
SHEET 3 OF 4

EXHIBIT "C"



BUILDING	UNIT		TOTAL AREA
16	1780	UPPER	2,154 SQ.FT.
	1782	LOWER	1,856 SQ.FT.
	1784	LOWER	1,856 SQ.FT.
	1786	UPPER	2,154 SQ.FT.
18	1820	UPPER	2,154 SQ.FT.
	1822	LOWER	1,856 SQ.FT.
	1824	LOWER	1,856 SQ.FT.
	1826	UPPER	2,154 SQ.FT.
21	1801	UPPER	2,154 SQ.FT.
	1799	LOWER	1,856 SQ.FT.
	1797	LOWER	1,856 SQ.FT.
	1795	UPPER	2,154 SQ.FT.



R.A. Smith National, Inc.

*Beyond Surveying
and Engineering*

16745 W. Bluemound Road, Brookfield WI 53005
262-781-1000 Fax 262-797-7373
www.rasmithnational.com

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SHEET 4 OF 4

P A Smith National Inc

NPV CONDOMINIUM ASSOCIATION, INC.

DISCLOSURE MATERIALS

SECTION C

BY-LAWS

**BYLAWS
OF
NPV CONDOMINIUM ASSOCIATION, INC.**

TABLE OF CONTENTS

ARTICLE I. Purposes	4
ARTICLE II. Offices.....	4
Section 2.01 Principal Office.	4
Section 2.02 Registered Office.....	4
ARTICLE III. Association	4
Section 3.01 Membership.	4
Section 3.02 Unit Owner Prohibited from Voting.	4
Section 3.03 Proxies.	5
Section 3.04 Membership Roster.	5
Section 3.05 Annual Meetings.	5
Section 3.06 Special Meetings.	5
Section 3.07 Notice of Meetings.	5
Section 3.08 Conduct of Meetings.	5
Section 3.09 Majority Required to Act.....	6
Section 3.10 Quorum.....	6
Section 3.11 Action Without Meeting.....	6
ARTICLE IV. Board of Directors.....	6
Section 4.01 General Powers.....	6
Section 4.02 Number; Declarant Control.	6
Section 4.03 Term of Office.....	7
Section 4.04 Powers and Duties.	7
Section 4.05 Regular Meetings.....	9
Section 4.06 Special Meetings.	9
Section 4.07 Removal of Members of the Board of Directors.	9
Section 4.08 Incapacity or Death of a Director.	9
Section 4.09 Vacancies.....	9
Section 4.10 Notice.....	9
Section 4.11 Telephone Meetings.	9
Section 4.12 Quorum.....	10
Section 4.13 Manner of Acting.	10
Section 4.14 Compensation.	10
Section 4.15 Presumption of Assent.....	10
Section 4.16 Informal Action.	10
Section 4.17 Committees.....	10
Section 4.18 Minutes.	10
Section 4.19 Insurance Trustee.....	10

ARTICLE V. Officers	11
Section 5.01 Principal Officers.....	11
Section 5.02 Election and Terms of Office.	11
Section 5.03 Removal.....	11
Section 5.04 Vacancies.....	11
Section 5.05 President.	11
Section 5.06 Vice President.....	11
Section 5.07 Secretary.	11
Section 5.08 Treasurer.....	12
Section 5.09 Salaries.....	12
Section 5.10 Qualifications.	12
ARTICLE VI. Indemnification	12
Section 6.01 Definitions Relating to Indemnification.....	12
Section 6.02 Mandatory Indemnification.	13
Section 6.03 Determination of Right to Indemnification.	14
Section 6.04 Allowance of Expenses as Incurred.	14
Section 6.05 Additional Rights to Indemnification and Allowance of Expense.....	14
Section 6.06 Court Ordered Indemnification.	15
Section 6.07 Contract.	15
Section 6.08 Insurance.....	15
Section 6.09 Effect of Invalidity.	16
ARTICLE VII. Assessments	16
Section 7.01 Fiscal Year.....	16
Section 7.02 Preparation of Budget.....	16
Section 7.03 Operating Fund.....	16
Section 7.04 Reserve for Replacement Fund.	16
Section 7.05 Reserve Operating Fund.	16
Section 7.06 General Assessments.	16
Section 7.07 Special Assessments.	17
Section 7.08 Penalty and Default in Payment.	17
Section 7.09 Books and Accounts.....	17
ARTICLE VIII. Rules And Regulations	18
Section 8.01 Initial Rules and Regulations.....	18
Section 8.02 Rules and Regulations.	18
Section 8.03 Enforcement.	18
ARTICLE IX. Insurance	18
Section 9.01 Directors' and Officers' Liability.	18
Section 9.02 Fire and Casualty.....	18
Section 9.03 Public Liability Insurance.....	19
ARTICLE X. Repair and Reconstruction After Fire or Other Casualty	19
Section 10.01 General Requirements	19
Section 10.02 Procedure for Reconstruction and Repair.	20

Section 10.03 Disbursements.	20
Section 10.04 Common Elements:	21
ARTICLE XI. Compliance and Default.....	22
Section 11.01 Unit Owners.....	22
Section 11.02 Fines.....	22
Section 11.03 Waiver.	22
ARTICLE XII. Miscellaneous.....	22
Section 12.01 Amendments.....	22
Section 12.02 Notices.....	22
Section 12.03 Invalidity.....	22
Section 12.04 Captions.....	22
Section 12.05 Internal Revenue Code	23
Section 12.06 Number and Gender.	23
Section 12.07 Defined Terms.	23

**BYLAWS
OF
NPV CONDOMINIUM ASSOCIATION, INC.**

The following Bylaws are accepted by NPV Condominium Association, Inc. as of June 3, 2005.

ARTICLE I. PURPOSES

The purposes for which this Corporation is organized and shall be operated are as follows: (1) to serve as an association of Unit Owners in the Association under the Act; (2) to serve as a means through which the Unit Owners may collectively and efficiently administer, manage, operate and control the condominium in accordance with the Act and the Declaration; and (3) to engage in any lawful activity included in and permitted under the Act, the Declaration and the purposes for which a nonstock, nonprofit corporation may be organized.

ARTICLE II. OFFICES

Section 2.01 Principal Office. The initial principal office of the Association shall be located at 225 East Mason Street, Suite 600, Milwaukee, Wisconsin. The Association may have such other offices, either within or without the State of Wisconsin, as the Board of Directors may designate from time to time.

Section 2.02 Registered Office. The initial registered office shall be 1150 Washington Street, Grafton, Wisconsin 53024.

ARTICLE III. ASSOCIATION

Section 3.01 Membership. The Association shall have one (i) class of voting Membership. The Members shall be all the Unit Owners. Members shall have one vote for each Unit owned. Every Unit Owner, upon acquiring title to a Unit under the terms of the Declaration, or upon entering into a land contract for the purchase of a Unit, shall automatically become a Member of the Association and shall remain a Member thereof until such time as his ownership of such Unit ceases for any reason, at which time his Membership in the Association shall automatically cease. In the event a Unit is owned by more than one person or entity, the person or entity who shall be entitled to vote for the Unit shall be the person or entity named on a certificate executed by all of the co-owners of the Unit and filed with the Secretary of the Association.

Section 3.02 Unit Owner Prohibited from Voting. No Unit Owner may vote at any meeting if his monthly assessment fee is thirty (30) days past due and/or the Association has a lien against the Unit for an unpaid amount due the Association, or if the Association has instituted an action

to perfect a lien and the amount necessary to release such lien has not been paid at the time of such meeting, or if the amount necessary to release an instituted lien action has not been escrowed with a title insurance company authorized to do business in the State of Wisconsin.

Section 3.03 Proxies. Any Unit vote may be cast pursuant to a proxy executed by the Unit Owner. No proxy shall be revocable except by actual notice of revocation given to the presiding officer of the meeting by the Unit Owner or by the majority in interest of the co-owners. All proxies must be filed with the Secretary of the Association before the time of the meeting for which they are given. Every proxy shall state the time at which it shall terminate, the date it was executed and that it shall not be revocable without notice. In any event, except with respect to proxies in favor of a Mortgagee, no proxy shall be valid for a period in excess of one hundred eighty (180) days.

Section 3.04 Membership Roster. The Secretary of the Association shall maintain a Membership Roster which states the name and address of each person or entity entitled to cast a vote on behalf of a Unit. Co-owners of a Unit shall provide the Association with a certificate naming the individual or entity entitled to vote on behalf of the Unit. Any change in the designation of the individual or entity entitled to vote shall be delivered to the Secretary of the Association.

Section 3.05 Annual Meetings. The first annual meeting of the Unit Owners shall be held within twelve (12) months following the date of recording of the Declaration, or on or before the date of conveyance of Units by the Declarant to which seventy-five percent (75%) or more of the Allocated Interests in the condominium appertain, whichever first occurs. Unless otherwise determined by the Board of Directors, annual meetings of the Association held after the first annual meeting shall be held on the second Tuesday of April of each succeeding year, unless such date shall occur on a Saturday, Sunday or legal holiday, in which event the meeting shall be held on the next succeeding Monday which is not a legal holiday. Meetings of the Association shall be held at the office of the Association or at such other suitable place convenient to Unit Owners as from time to time may be designated by the Board of Directors.

Section 3.06 Special Meetings. The President, the Board of Directors, or the Members having one-twentieth of the votes in the Association may call a special meeting, upon a written petition signed by Unit Owners holding not less than thirty-three percent (33%) of the Allocated Interests in the Condominium. The only issues which may be addressed at a special meeting are those issues stated in the notice of such meeting.

Section 3.07 Notice of Meetings. The Secretary shall cause to be sent to each Unit Owner written notice of the time, place, and purpose or purposes of all general and special meetings of the Association. Such notice shall be given at least ten (10) days but no more than thirty (30) days in advance of the meeting. Such notice shall be sent by United States mail, first class postage prepaid. In lieu of mailing notice of a meeting in the manner provided in this Section, the Secretary may cause such notice to be personally delivered provided that the Secretary certifies in writing that such notice was personally delivered to the Unit Owner.

Section 3.08 Conduct of Meetings. The minutes of all meetings shall be held in a minute book maintained for the Association by the Secretary. The then current Robert's Rules of Order or any other rules of procedure acceptable to a majority of the votes of Unit Owners shall govern the

conduct of all meetings of the Association when not in conflict with these Bylaws, the Declaration or the Act. All votes shall be tallied by a person or persons appointed by the presiding officer of the meeting.

Section 3.09 Majority Required to Act. Except as otherwise required by the Act, the Declaration or these Bylaws, decisions of the Association shall be made by a majority of the votes of Unit Owners present, in person or by proxy, at a meeting of the Association at which a quorum is present.

Section 3.10 Quorum. A quorum for the purposes of general or special meetings shall consist of thirty-three percent (33%) of the votes entitled to vote unless otherwise required by the Act, Declaration, or any of the Condominium Documents.

Section 3.11 Action Without Meeting. Any action by Unit Owners required or permitted to be taken at a meeting may be taken without a meeting if all of the Unit Owners (and Mortgagees if required) shall consent in writing to such action. Any such unanimous written consent shall be filed in the Association's Minute Book.

ARTICLE IV. BOARD OF DIRECTORS

Section 4.01 General Powers. The affairs of the corporation shall be managed by its Board of Directors. The Board of Directors shall utilize and distribute the net earnings and principal funds of the Association solely in accordance with the purposes for which the Association was organized.

Section 4.02 Number; Declarant Control.

(A) The Declarant shall designate three (3) persons to the initial Board of Directors. None of the Directors designated by Declarant must be a Unit Owner and each shall serve until control of the Association passes to the Unit Owners as provided in this Section. The Board of Directors shall be expanded to a maximum of five (5) Members, in the manner and at the times set forth below. Each Member of the Board of Directors elected other than the three (3) Directors designated by Declarant must be a Unit Owner.

(B) Prior to conveyance of twenty-five percent (25%) of the Allocated Interest in the Condominium, the Unit Owners, other than the Declarant shall elect one Director; thereafter, the Board of Directors shall be composed of four (4) persons; or

(C) Prior to conveyance of fifty percent (50%) of the Allocated Interest in the Condominium are sold, the Unit Owners other than the Declarant shall elect two Directors; thereafter, the Board of Directors shall be composed of five (5) persons.

(D) A special meeting shall be held on or before forty-five (45) days after the earlier to occur of: (i) thirty (30) days after the date of conveyance of Units to which seventy-five percent (75%) of the Allocated Interest of the Condominium appertain; or (ii) the date of expiration of ten (10) years from the date of the first conveyance to any purchaser other than Declarant of any

Unit in the Condominium, at which special meeting all remaining Directors appointed by the Declarant shall resign and three (3) new Directors shall be elected by all Unit Owners, including the Declarant, to the extent the Declarant then owns any Units. These Directors shall serve until their successors shall have been elected at the next succeeding annual meeting.

Section 4.03 Term of Office. Each Director shall serve a term of one year beginning after the conclusion of the annual meeting and continuing until the next annual meeting. Upon the election of the five directors to replace all of the directors appointed by the Declarant, the directors will be elected to staggered terms of two years. In even years two directors will be elected and in odd years three directors will be elected. In the first election of an all-member controlled board, the directors who would not normally be elected that year (e.g., the two directors in an odd-numbered year) will be elected to terms of one year, so the board will consist of five members.

Section 4.04 Powers and Duties. The Board of Directors shall have all of the powers and duties necessary or required for the administration and implementation of the affairs of the Association. Such powers and duties shall be exercised in accordance with the provisions of the Act, Declaration and any of the Condominium Documents. Such powers and duties shall include, but not be limited to, the following:

- (A) To promulgate and enforce the Rules and Regulations.
- (B) To contract for and dismiss the services of accountants, attorneys, or other employees or agents and to pay to such persons reasonable compensation.
- (C) To adopt an annual budget, in which there shall be established the required contribution of each Unit Owner to the Common Expenses.
- (D) To operate, maintain, repair, improve and replace the Common Elements and facilities as provided for in the Declaration and other Condominium Documents.
- (E) To ascertain the amount of and pay the Common Expenses.
- (F) To enter into contracts, deeds, leases, or other written agreements and to authorize the execution and delivery thereof by the appropriate officers.
- (G) To open and maintain bank accounts on behalf of the Association and designate the signatories required therefore.
- (H) To initiate, prosecute and settle litigation for itself, the Association and the Condominium, provided that it shall make no settlement which results in a liability against the Board of Directors.
- (I) To obtain property and casualty insurance on behalf of the Association as required by the Condominium Documents with respect to the Units and the Common Elements, to obtain

insurance in accordance with these Bylaws, and to settle any claim under any such policies of insurance.

(J) To repair or restore the Property as required by the Act and/or the Declaration.

(K) To own, purchase or lease, hold and sell, or otherwise dispose of, on behalf of the Association, items of personal property necessary to or convenient in the conduct and management of the business and affairs of the Association and in the operation of the Property, including without limitation, furniture, furnishings, fixtures, maintenance equipment, appliances and office supplies.

(L) To keep adequate books and records as required by the Act and the Condominium Documents.

(M) To approve and sign checks and issue payment vouchers.

(N) To pay off liens against any portion of the Property.

(O) To collect Assessments from Unit Owners and deposit the proceeds thereof in the proper accounts.

(P) To borrow money and enter into promissory notes on behalf of the Association when required in connection with the operation and maintenance of the Common Elements; provided, however, that at no time shall there be borrowed or owed in excess of Five Thousand Dollars (\$5,000), other than trade debt incurred in the ordinary course of business (payable within 45 days or less), without the prior consent of at least sixty-seven percent (67%) of the votes obtained at a meeting duly called and held for such purpose.

(Q) Purchasing on behalf of all Unit Owners any Unit whose Unit Owner has elected to sell such Unit or any Unit which is to be sold at a foreclosure or other judicial sale; provided, however, that the Board of Directors may not take any such action without the prior consent of a least sixty-six percent (66%) of the votes of the Association obtained at a meeting duly called and held for such purpose.

(R) Contract for the services of an Owners Managing Agent and to delegate to an Owners Managing Agent all of its foregoing powers, duties and responsibilities referred to above except for those set forth in subparagraphs (A), (C), (F) (except for contracts under \$5,000.00), (G), (H), (I), and (Q) above and to bring, prosecute or settle litigation. The Owners Managing Agent shall be a bona fide business enterprise, which may be affiliated with the Declarant. Such firm shall have a minimum of two years experience in real estate residential management. The Owners Managing Agent shall perform such duties and services as the Board of Directors shall authorize. The compensation of the Owners Managing Agent shall be established by the Board of Directors.

(S) To appoint an Architectural Control Committee which shall be empowered to review and approve all exterior improvements, alterations and modifications to the Condominium.

Section 4.05 Regular Meetings. The Board of Directors may provide, by resolution, the time and place, within the State of Wisconsin, for the holding of regular meetings.

Section 4.06 Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or any two Directors. The person or persons calling such meetings shall fix any time or place, within the State of Wisconsin, for holding any special meeting of the Board of Directors.

Section 4.07 Removal of Members of the Board of Directors. The Declarant may by written notice to the Board of Directors remove any Director appointed to the Board of Directors by Declarant and appoint a successor Director. Any Director, except for a Director appointed by the Declarant, may be removed from office either with or without cause, by the affirmative vote of a majority of Directors then in office taken at a special meeting of Directors called for that purpose.

Section 4.08 Incapacity or Death of a Director. If a Director becomes incapacitated to the extent he is unable to perform his duties as a Director, or if a Director dies during his term as a Director, then a replacement Director shall be chosen as provided for in Section 4.09 below of this Article.

Section 4.09 Vacancies. Except for Directors appointed by Declarant, any vacancy occurring in the Board of Directors may be filled until the next succeeding annual election by the affirmative vote of a majority of the Directors then in office, although less than a quorum of the Board of Directors.

Section 4.10 Notice. Notice of a regular meeting shall be given at least ten (10) business days prior to the date thereof and notice of any special meeting shall be given at least forty-eight (48) hours prior to the time thereof. Notices may be given orally or by written notice delivered personally, mailed by United States Mail or by Federal Express or some other similar form of commercial delivery system or sent by facsimile machine to each Director at his last known address, or by telegram. If mailed, a notice shall be deemed to be delivered when deposited in the United States Mail or when deposited with a Federal Express agent or some other agent of a similar form of commercial delivery system so addressed with postage thereon prepaid. If notice is given by telegram, such notice shall be deemed to be delivered when given to the telegraph company. Whenever any notice is required to be given to any Directors of the Association under the provisions of these Bylaws or under the provisions of the Articles of Incorporation or under the provisions of any statute, a waiver thereof in writing, signed at any time, whether before or after the time of meeting, by the Director entitled to such notice, shall be deemed equivalent to the giving of such notice. The attendance of a Director at a meeting shall constitute a waiver of notice of such meeting except where a Director attends a meeting and objects thereafter to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

Section 4.11 Telephone Meetings. The Board of Directors may conduct its meetings by means

of a conference telephone or similar communication equipment if all persons participating in such meeting can hear and talk to each other at the same time. Such participation shall constitute presence in person at any such meeting.

Section 4.12 Quorum. A majority of the Directors then in office shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, but if less than a quorum is present at a meeting a majority of the Directors present may adjourn the meeting from time to time without further notice.

Section 4.13 Manner of Acting. The act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by these Bylaws or by law.

Section 4.14 Compensation. The Board of Directors, by affirmative vote of a majority of the Directors then in office, and irrespective of any personal interest of any of its Members or the fact that they may also be Officers, may establish reasonable compensation of all Directors for services rendered to the Association as Directors or otherwise, or may delegate such authority to an appropriate committee.

Section 4.15 Presumption of Assent. A Director of the corporation who is present at a meeting of the Board of Directors or a committee thereof at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof, or shall forward such dissent by registered mail to the Secretary of the Association within twenty-four (24) hours after the adjournment of the meeting. Such right to dissent shall not apply to a Director who has voted in favor of such action.

Section 4.16 Informal Action. Any action required or permitted to be taken at any meeting of the Board of Directors or any committee thereof may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all of the Directors or Members of such committee.

Section 4.17 Committees. The Board of Directors may appoint and dismiss committees made up of Unit Owners as the Board of Directors from time to time deems desirable to assist in the administration or operation or affairs of the Condominium.

Section 4.18 Minutes. Minutes of all meetings of the Board of Directors and its committees shall be made and filed in the Association's Minute Book.

Section 4.19 Insurance Trustee. The Board of Directors shall have the right (but shall not be required) to designate any bank, trust company, management agent, savings and loan association, building and loan association, insurance company or any institutional lender, or the Association, as the Insurance Trustee, and all parties beneficially interested in such insurance coverage shall be bound thereby. The Insurance Trustee at the time of the deposit of such policies and endorsements shall acknowledge that the policies and any proceeds there from will be held in accordance with the terms of these By-Laws. The Insurance Trustee shall not be liable for the payment of premiums, the renewal of the policies, the sufficiency of coverage, the form or

content of the policies, the correctness of any amounts received by it on account of the proceeds of any insurance policies, nor the failure to collect any insurance proceeds. The sole duty of the Insurance Trustee shall be to receive such proceeds as are paid to it and to hold the same in trust for the purposes elsewhere stated in these By-Laws, for the benefit of the Unit Owners and their respective Mortgagees.

ARTICLE V. OFFICERS

Section 5.01 Principal Officers. The principal Officers of the corporation shall be a President, one or more Vice Presidents, a Secretary and a Treasurer, each of whom shall be elected by the Board of Directors. Such other officers and assistant officers as may be deemed necessary shall be elected by the Board of Directors. Any two or more offices may be held by the same person, except the offices of President and Secretary, or President and Vice President.

Section 5.02 Election and Terms of Office. The Officers shall be elected by the Board of Directors at its annual meeting. If the election of Officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. Each Officer shall hold office until the next annual meeting of the Board of Directors, or until his successor is duly elected and qualified, unless sooner terminated by his death, resignation or removal.

Section 5.03 Removal. Any Officer or agent elected or appointed by the Board of Directors may be removed by a majority vote of the Board of Directors whenever in its judgment the best interest of the Association will be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment shall not of itself create contract rights.

Section 5.04 Vacancies. A vacancy in any principal office shall be filled by the Board of Directors for the unexpired portion of the term.

Section 5.05 President. The President shall be the principal executive officer of the Association and, subject to the control of the Board of Directors, shall in general supervise and control all of the business and affairs of the Association. He shall, when present, preside at all meetings of the Association and Board of Directors. He may sign, with the Secretary or any other officer of the Association authorized by the Board of Directors, any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws or some other law to be otherwise signed or executed. In general the President shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

Section 5.06 Vice President. In the absence of the President or in the event of his death or inability to act, the Vice President or if there shall be more than one, the Vice Presidents in the order determined by the Board of Directors, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice President or Vice Presidents, as the case may be, shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 5.07 Secretary. The Secretary shall: (a) keep any minutes of the Board of Directors'

and Association meetings in one or more books provided for that purpose; (b) see that all notices are duly given; (c) be custodian of the corporate books and records of the Association; (d) count all votes at any meeting of the Association; and, (e) in general, perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 5.08 Treasurer. If required by the Board of Directors, the Treasurer shall at the expense of the Association obtain a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board of Directors shall determine. He shall: (a) have charge and custody of and be responsible for all funds and securities of the corporation; (b) receive and give receipts for monies due and payable to or from the Association to or from any source whatsoever; (c) deposit all monies in the name of the Association in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of these Bylaws; and (d) in general, perform all of the duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 5.09 Salaries. Officers shall ordinarily serve without compensation, but in unusual circumstances the Board of Directors may approve salaries for the Officers. No Officer shall be prevented from receiving any salary by reason of the fact that he is also a Director of the Corporation.

Section 5.10 Qualifications. All Officers must be Unit Owners, except for the Officers selected by the Board of Directors when controlled by Directors designated by the Declarant.

ARTICLE VI. INDEMNIFICATION

Section 6.01 Definitions Relating to Indemnification. For the purposes of this ARTICLE IV, the following terms shall have the meanings ascribed to them in this section:

- (A) "Director" or "Officer" shall mean any of the following:
- (i) a natural person who is or was a Director or Officer of the Association;
 - (ii) a natural person who, while a Director or Officer of the Association, is or was serving at the Association's request as a Director, Officer, partner, trustee, member of any governing or decision-making committee, employee or agent of another corporation or foreign corporation, partnership, joint venture, trust or other enterprise;
 - (iii) a natural person who, while a Director or Officer of the Association, is or was serving an employee benefit plan because his duties to the Association also imposed duties on, or otherwise involved services by, the person to the plan or to participants in or beneficiaries of the plan; and
 - (iv) unless the context requires otherwise, the estate or personal representative of a Director or Officer.

(B) "Expenses" shall include fees, costs, charges, disbursements, attorney fees and any other expenses incurred in connection with a proceeding.

(C) "Liability" shall include the obligation to pay a judgment, settlement, penalty, assessment, forfeiture or fine, including any excise tax assessed with respect to an employee benefit plan, and reasonable expenses.

(D) "Party" shall mean a natural person who was or is, or who is threatened to be made, a named defendant or respondent in a proceeding.

(E) "Proceeding" shall mean any threatened, pending or completed civil, criminal, administrative or investigative action, suit, arbitration or other proceeding, whether formal or informal, which involves foreign, federal, state or local law and which is brought by or in the right of the Association or by any other person.

Section 6.02 Mandatory Indemnification.

(A) The Association shall indemnify a Director or Officer, to the extent he has been successful on the merits or otherwise in the defense of a Proceeding, for all reasonable Expenses incurred in the Proceeding if the Director or Officer was a Party because of being a Director or Officer of the Association.

(B) In cases not included under subparagraph (A) above, the Association shall indemnify a Director or Officer against Liability incurred by the Director or Officer in a Proceeding to which the Director or Officer was a Party because he is a Director or Officer of the Association, unless Liability was incurred because the Director or Officer breached or failed to perform a duty he owes to the Association and the breach or failure to perform constitutes any of the following:

- (i) a willful failure to deal fairly with the Association or its Members in connection with a matter in which the Director or Officer has a material conflict of interest;
- (ii) a violation of criminal law, unless the Director or Officer had reasonable cause to believe his conduct was lawful or no reasonable cause to believe his conduct was unlawful;
- (iii) a transaction from which the Director or officer derived an improper personal profit; or
- (iv) willful misconduct.

Determination of whether indemnification is required under this subparagraph (B) shall be made under the provisions of Section 6.03 below. The termination of a proceeding by judgment, order, settlement or conviction, or upon a plea of no contest or an equivalent plea shall not, by itself, create a presumption that indemnification of the Director or Officer is not required under this subparagraph (B).

(C) A Director or Officer who seeks indemnification under this section shall make a written request to the Association.

(D) Indemnification under this section is not required if the Director or Officer has previously received indemnification or allowance of the same expenses from any person, including the Association, in connection with the same Proceeding.

Section 6.03 Determination of Right to Indemnification. Unless provided otherwise by a written agreement between the Director or Officer and the Association, determination of whether indemnification is required under Section 6.02(B) shall be made by one of the following methods:

- (i) by a majority vote of a quorum of the Board of Directors consisting of the Directors who are not at the time Parties to the Proceedings or, if a quorum of disinterested Directors cannot be obtained, by a majority vote of a committee duly appointed by the Board of Directors (which appointment by the Board may be made by Directors who are Parties to the Proceeding) consisting solely of two or more Directors who are not at the time Parties to the Proceedings;
- (ii) by a panel of three arbitrators consisting of (a) one arbitrator selected by a quorum of the Board of Directors or its committee constituted as required under (i), above, or, if unable to obtain such a quorum or committee, by a majority vote of the full Board of Directors, including Directors who are Parties to the Proceedings, (b) one arbitrator selected by the Director or Officer seeking indemnification, and, (c) one arbitrator selected by the other two arbitrators;
- (iii) by a court of competent jurisdiction; or
- (iv) by any other method provided for under Section 6.05.

Section 6.04 Allowance of Expenses as Incurred. Upon written request by a Director or Officer who is a Party to a Proceeding, the Association may pay or reimburse his reasonable Expenses as incurred if the Director or Officer provides the Association with all of the following:

(A) a written affirmation of his good faith belief that he or she has not breached or failed to perform his duties to the Association; and

(B) a written undertaking, executed personally or on his behalf, to repay the allowance, and, if required by the Association, to pay reasonable interest on the allowance to the extent that it is ultimately determined under Section 6.03 above that indemnification under Section 6.02 above is not required and that indemnification is not ordered by a court under Section 6.06 below. The undertaking under this subparagraph shall be an unlimited general obligation of the Director or Officer and may be accepted without reference to his ability to repay the allowance. The undertaking may be secured or unsecured.

Section 6.05 Additional Rights to Indemnification and Allowance of Expense. Except as provided in this Section 6.05, the provisions of Section 6.02 and Section 6.04 above do not preclude any additional right to indemnification or allowance of Expenses that a Director or

Officer may have under any of the following:

(A) the written agreement between the Director or Officer and the Association; or

(B) a resolution of the Board of Directors.

Regardless of the existence of an additional right to indemnification or allowance of Expenses, the Association shall not indemnify a Director or Officer or permit a Director or Officer to retain any allowance of Expenses unless it is determined by or on behalf of the Association that the Director or Officer did not breach or fail to perform a duty he owes to the Association which constitutes conduct under Section 6.02(B)(i)-Section 6.02(B)(iv) above. A Director or Officer who is a Party to the same or related Proceeding for which indemnification or an allowance of Expenses is sought may not participate in a determination under this subparagraph. None of the provisions contained in this ARTICLE VI shall affect the Association's power to pay or reimburse Expenses incurred by a Director or Officer in any of the following circumstances:

(C) as a witness in a Proceeding to which he is not a Party; or

(D) as a plaintiff or petitioner in a Proceeding because he or she is or was an employee, agent, Director or Officer of the Association.

Section 6.06 Court Ordered Indemnification. Except as provided otherwise by written agreement between the Director or Officer and the Association, a Director or Officer who is a Party to a Proceeding may apply for indemnification to the court conducting the Proceeding or to another court of competent jurisdiction. Application shall be made for an initial determination by the court under the provisions of Section 6.03(iii) or for review by the court of an adverse determination under Section 6.03(i), Section 6.03(ii) or Section 6.03(iv).

Section 6.07 Contract. The assumption by a person of a term of office as a Director or Officer of the Association or, at the request of the Association, as a Director or Officer of another corporation, partnership, joint venture, trust or other enterprise, and the continuance in office or service of those persons who are any such Directors or Officers as of the adoption of this ARTICLE VI, shall constitute a contract between such person and the Association entitling him during such term of office or service to all of the rights and privileges of indemnification afforded by this ARTICLE VI as in effect as of the date of his assumption or continuance in such term of office or service, but such contract shall not prevent, and shall be subject to modification by, amendment of this ARTICLE VI at any time prior to receipt by the Association of actual notice of a claim giving rise to any such person's entitlement to indemnification hereunder.

Section 6.08 Insurance. The Association shall have power to purchase and maintain insurance on behalf of any person who is or was a Director or Officer of the Association, or is or was serving at the request of the Association as a Director or Officer of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity or arising out of his status as such, whether the Association would have the power to indemnify him against such liability under the provisions of this Article VI or Chapter 181 of the Wisconsin Statutes.

Section 6.09 Effect of Invalidity. The invalidity or unenforceability of any provision of this ARTICLE VI shall not affect the validity or enforceability of any other provision of this ARTICLE VI or of these Bylaws.

ARTICLE VII. ASSESSMENTS

Section 7.01 Fiscal Year. The fiscal year of the Condominium shall commence on January 1 of each year (except that the first fiscal year shall commence upon the recording of the Declaration) and terminate on December 31 of such year unless otherwise determined by the Board of Directors.

Section 7.02 Preparation of Budget. The Declarant shall prepare a budget for the first fiscal year of the Condominium. Each year thereafter, the Board of Directors shall adopt a budget at least thirty (30) days before the beginning of the new fiscal year. The annual budget shall provide for an "operating fund" and after the sale of the first Unit for a "reserve for replacement fund." Promptly upon completion of the budget, the Board of Directors shall send to each Unit Owner a copy of such budget and a statement setting forth the obligation of each Unit Owner pursuant to the provisions of this ARTICLE VII to pay his Allocated Interest of the Common Expenses based upon such budget.

Section 7.03 Operating Fund. The operating fund shall be used for the payment of Common Expenses which the Association is required to pay on behalf of the Unit Owners pursuant to Section 6.01 of the Declaration. Such Common Expenses shall include normal and recurring expenses including, but not limited to, management services, insurance, common services, administration, materials and supplies.

Section 7.04 Reserve for Replacement Fund. The reserve for replacement fund shall be used for future Common Expenses which the Association is required to pay on behalf of the Unit Owners. Such Common Expenses may include, but not be limited to, roof replacement and driveway/ parking lot resurfacing. These funds must be accounted for separately in the general ledger maintained by the Association and shall constitute a Statutory Reserve Account within the meaning of §703.163 of the Act.

Section 7.05 Reserve Operating Fund. From and after the date of sale of the first Unit, the Board of Directors, in an account separate from the operating fund and reserve for replacement fund, shall establish and maintain adequate reserves for the payment of extraordinary expenses. The reserve operating fund shall have a balance of at least two (2) times the monthly Assessments collected from all the Unit Owners. The initial funding of the reserve operating fund shall come from the buyers of individual Units from the Declarant at the time of closing, at which time they will advance an amount equal to two (2) monthly installments of the regular annual Association assessment. If at any time the Board of Directors shall use any portion of the funds in this account, it may elect to access each Unit Owner his pro rata share of the expenditure.

Section 7.06 General Assessments. Each Unit shall receive a notice of annual Assessment promptly after the final budget is prepared. The final budget will show the amount assessed to the particular Unit, how that amount was determined, and that one-twelfth of the amount of the

Assessment is due on the first day of each month of the year. The amount due on the first day of each month shall be paid by the Unit Owner to the Association or the Owners Managing Agent. Within ninety (90) days after the end of each fiscal year, the Board of Directors shall supply to all Unit owners an itemized accounting of the expenses incurred and paid by the Association for such fiscal year, together with a tabulation of the amounts collected pursuant to the budget adopted by the Board of Directors for such fiscal year. For purposes of this Section 7.06, the Declarant shall be responsible for the payment of the Assessment as outlined in Section 6.01 of the Declaration.

Section 7.07 Special Assessments. The Board of Directors, upon the affirmative vote of sixty-six percent (66%) of all the Directors, may at any time assess a Special Assessment which shall be used to pay any deficiency in the operating fund, reserve replacement fund, or operating reserve fund. The Board of Directors shall also have the right to make any other Special Assessment as provided herein or in the Condominium Documents upon the affirmative vote of sixty-six percent (66%) of all the Directors. If such a Special Assessment is levied against a Unit for disrepair or maintenance cost of the Unit or for any other matter stated in the Condominium Documents incurred by the Association, then the Unit Owner shall pay the entire Special Assessment. Upon the determination of the amount of the Special Assessment, the Board shall give notice to all Unit Owners of the amount assessed to each Unit, the date when payment of the amount is due, and the reason for the Special Assessment.

Section 7.08 Penalty and Default in Payment. If any payment for any Assessment is not received by the Association within ten (10) days after the date such payment is due, a late payment penalty equal to Twenty Dollars (\$20.00) shall be assessed against the Unit; and if any payment for any Assessment is not received by the Association within thirty (30) days after the date such payment is due, a late payment penalty equal to Fifty Dollars (\$50.00) shall be assessed against the Unit for each thirty (30) day period the payment is late. In addition, the Board of Directors shall have the right and duty to attempt to recover such Assessments, together with interest thereon, and the expenses of the proceedings, including attorneys' fees, in an action brought against such Unit Owner, and/or by foreclosure of the lien on such Unit granted by Section 703.16 of the Act. Subject to Section 4.04(R) hereof, the Association or the Board of Directors, acting on behalf of all Unit Owners, shall have power to purchase such Unit at the foreclosure sale and to acquire, hold, lease, mortgage, convey, vote the votes appurtenant to, or otherwise deal with the same after such purchase. A suit to recover a money judgment for unpaid Common Expenses shall be maintainable without foreclosing or waiving the lien securing the same. The Board of Directors shall also have the right to prohibit such Unit Owner from voting at a meeting of the Association or serving on the Board of Directors, 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.

Section 7.09 Books and Accounts. The Treasurer shall keep the books and accounts of the Association in accordance with generally accepted accounting practices. The books and accounts of the Association shall be available for examination by the Unit Owners and contract purchasers, and/or their duly authorized agents or attorneys, and to the holder of any Mortgage, and/or its duly authorized agents or attorneys, during normal business hours.

ARTICLE VIII. RULES AND REGULATIONS

Section 8.01 Initial Rules and Regulations. The Corporation's initial Rules and Regulations are attached to the Disclosure Materials and are incorporated herein by reference.

Section 8.02 Rules and Regulations. In addition to the Rules and Regulations initially promulgated by the Declarant, the Board of Directors may promulgate Rules and Regulations for the use, repair and maintenance of the Units and Common Elements, provided, that such Rules and Regulations are not contrary to or inconsistent with the Act or any of the Condominium Documents. Copies of changes to the Rules and Regulations shall be furnished by the Board of Directors to each Unit Owner prior to the time when the same shall become effective.

Section 8.03 Enforcement. The Rules and Regulations in effect from time to time shall be enforced by such means as the Association deems necessary and appropriate, including recourse to civil authorities, court action if necessary, and monetary fines of not less than Twenty-Five Dollars (\$25.00) per day per violation, nor more than Three Hundred Dollars (\$300.00) per day per violation. Such fines, when levied by a simple majority of the Board of Directors attending a meeting at which a quorum is present shall constitute an assessment against the Unit Owner's Unit as well as the Unit Owner and may be enforced by, without limitation, the placing of a lien on the Unit Owner's Unit pursuant to §703.165 of the Act.

ARTICLE IX. INSURANCE

Section 9.01 Directors' and Officers' Liability. The Board may obtain and maintain, in a reasonable amount, Directors' and Officers' Liability insurance coverage to protect against wrongful and dishonest acts on the part of the Officers, Directors, employees and other agents of the Association, including the Owners Managing Agent, who either handle or are responsible for handling the funds held or administered by the Association.

Section 9.02 Fire and Casualty. The Association shall maintain fire and broad form extended coverage insurance on the Buildings and the Common Elements, including, but not limited to any fixtures owned by the Association and the Unit Owners (but excluding the personal property of the Unit Owner), in an amount not less than the replacement value of the Buildings and the Common Elements from time to time, including endorsements for automatic changes in insurance coverage as fluctuating values may warrant and contingency endorsements covering nonconforming use. To the extent reasonably possible, the insurance shall provide: (i) that the insurer waives its rights of subrogation as to any claim against the Unit Owners, the Association, the Board of Directors and their respective family members, servants and agents; and (ii) that the insurance cannot be canceled, invalidated or suspended on account of the conduct of any one or more of the Unit Owners, or the Association, or their servants, agents and guests, without sixty (60) days' prior written notice to the Association, which notice gives the Association an opportunity to cure the defect within that time. All required insurance shall be issued by an insurance company with a minimum of a B general policyholder's rating and of a class III financial size category in the Best's Key Rating Guide. The amount of protection and the types of hazards to be covered shall 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 by the Association to conform to the requirements of replacement value insurance. Any Mortgagee may receive an

insurance certificate upon ten (10) days prior written notice. The insurance shall be obtained in the name of the Association as trustee for each of the Unit Owners and their respective Mortgagees.

It is the express intent of the Association to provide the above coverage for all elements of the Condominium including, but not limited to, fixtures within and without individual Units, excluding only personal property of Unit Owners.

In the event of partial or total destruction of the Buildings and/or common Elements and the Association determines to repair or reconstruct the Buildings and/or Common Elements according to Section LX of the Declaration and Section 10.01 of these Bylaws, the proceeds of such insurance shall be paid to the Association as trustee to be applied to the cost of repairing and reconstructing the particular Building(s) and/or Common Element(s) which were damaged. If it is determined (according to Section 9.1 of the Declaration and Section 10.01 of these Bylaws) not to reconstruct or repair any particular Building and/or Common Element, then the proceeds shall be distributed according to Section 9.1 of the Declaration and Section 10.01 of these Bylaws.

Section 9.03 Public Liability Insurance. The Association shall provide public liability insurance covering the Common Elements in such amounts as may be determined at the discretion of the Board of Directors from time to time; provided, however, the amount of coverage shall not be less than One Million Dollars (\$1,000,000.00) per single occurrence. The insurance coverage shall preclude the insurer's denial of a Unit Owner's claim because of the negligent acts of the Association or any Unit Owner. The Association may also provide worker's compensation insurance in such amounts as are determined by the Board of Directors to be necessary from time to time.

ARTICLE X. REPAIR AND RECONSTRUCTION AFTER FIRE OR OTHER CASUALTY

Section 10.01 General Requirements

(A) When Repair and Reconstruction are Required. Except as provided in paragraph (B) of this Section, in the event of damage to or destruction of all or any part of the Condominium as a result of fire or other casualty, the Board shall arrange for and supervise the prompt repair and restoration of the Condominium (excluding only betterments and improvements supplied or installed by, or other personal property of, the Unit Owners in the Units). Notwithstanding the foregoing, each Unit Owner shall have the right to supervise the interior cosmetic redecoration of his Unit.

By acceptance of the deed to a Unit, each Unit Owner shall be deemed to have consented to the foregoing authorization and direction for repair and reconstruction. Such authorization and direction shall be deemed continuous action by the Association by unanimous consent pursuant to Section 3.11, of these Bylaws, and shall constitute the determination by the Association and the Unit Owners to repair or reconstruct as required by the Act.

(B) When Reconstruction is not Required. If the Condominium is destroyed by fire or other casualty to an extent more than the available insurance proceeds, and, if within ninety (90) days

after the date of such destruction, at least eighty percent (80%) of the votes in the Association agree to waive and terminate the Condominium form of ownership, the Condominium shall be subject to an action for partition, in which event the net proceeds of sale and the insurance policies, if any, shall be considered as one fund, and distributed by the Board of Directors or the Insurance Trustee, as the case may be, among all the Unit Owners in proportion to their respective Allocated Interest after first paying out of the share of each Unit Owner, to the extent sufficient for this purpose, the amount of any unpaid liens on such Unit Owner's Condominium Unit, in the order of the priority of such liens. Any Unit Owners whose Unit is subject to a Mortgage shall first obtain his Mortgagees' written consent to the Unit Owner's intended vote. Until the execution of judgment partitioning the Condominium, each Unit Owner, and his heirs, successors or assigns, shall have an exclusive right of occupancy of that part of the Condominium which formerly constituted his Unit.

Section 10.02 Procedure for Reconstruction and Repair.

(A) Cost Estimates. Immediately after a fire or other casualty causing damage to any part of the Condominium, the Board shall obtain detailed estimates of reconstruction and repair costs so as to restore the Condominium to a condition as good as that existing before such fire or other casualty. Such costs may also include professional fees and premiums for such bonds as the Board determines to be necessary or desirable.

(B) Casualty Assessments. If the proceeds of insurance maintained by the Board are not sufficient to defray the estimated costs of reconstruction and repair, or if at any time during reconstruction and repair the funds for the payment thereof are insufficient, special casualty assessments in sufficient amount(s) to provide payment of such costs shall be deemed to be a general obligation of all Unit Owners; accordingly, the Board shall levy such special casualty assessments against all Unit Owners in proportion to the respective Allocated Interest of all Units. Special casualty assessment shall not require the approval of the Association, anything in these Bylaws to the contrary notwithstanding.

(C) Determination Amount of Special Casualty Assessment; Use of Reserve for Replacement Funds. If the Board determines that the repair or reconstruction of any portion of the Condominiums (including one or more Buildings) after a casualty will, upon completion, materially reduce the necessity of maintaining any Reserve for Replacement Fund at its then current level, the Board may utilize such Reserve for Replacement Fund to the extent it deems appropriate to reduce or eliminate the amount of any special casualty assessment.

(D) Plans and Specifications. Except upon the approval of the Association, any reconstruction or repair of the Condominium in accordance with this Article shall be made substantially in accordance with the plans and specifications under which the Condominium originally was constructed, subject to the requirements of applicable law at the time of such reconstruction or repair.

Section 10.03 Disbursements.

(A) Construction Fund. The net proceeds of insurance collected on account

of casualty, together with any sums received by the Board of Directors from collections or special casualty assessments against Unit Owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner: If the estimated cost of reconstruction and repair is One Hundred Thousand Dollars (\$100,000) or less, then the construction fund shall be disbursed in payment of such costs upon order of the Board of Directors; if the estimated cost of reconstruction and repair is more than One Hundred Thousand Dollars (\$100,000), then the construction fund shall be disbursed in payment of such costs by the Board of Directors or Insurance Trustee (if one has been designated by the Board of Directors) upon approval of an architect qualified to practice in the State of Wisconsin and employed by the Board of Directors or the Insurance Trustee, as the case may be, to supervise such reconstruction and repair, payment to be made from time to time as the work progresses. The architect shall be required to furnish a certificate giving a brief description of the services and materials furnished by the various contractors, subcontractors, materialmen, the architect and other persons who have rendered services or furnished materials in connection with such reconstruction and repair and stating that: (i) the sums requested by them in payment are justly due and owing and do not exceed the value of the services and materials furnished; (ii) there is no other outstanding indebtedness known to such architect for the services and materials described; and (iii) the cost as estimated by such architect for the work remaining to be done subsequent to the date of such certificate does not exceed the amount of the construction fund remaining after payment of the sum so requested.

(B) Surplus. The first monies disbursed in payment of the cost of reconstruction and repair shall be from insurance proceeds and, if there is a balance in the construction fund after the payment of all of the costs of reconstruction and repair for which the fund is established, such balance shall be divided among all Unit Owners who paid special casualty assessments levied pursuant to Section 10.02 above of this Article in proportion to their payments.

(C) Common Elements. When damage is to both Common Elements and Units, the insurance proceeds shall be applied first to the cost of replacing and repairing those portions of the Common Elements which enclose and/or service the Units, next to the cost of replacing and repairing the perimeter walls of the Units, next to the cost of replacing and repairing the other Common Elements, and then the balance, if any, to the cost of replacing and repairing the Units.

(D) Certificate. The Board of Directors or Insurance Trustee (if one has been designated by the Board of Directors) shall be entitled to rely upon a certificate executed by the President (or the Vice President) and the Secretary of the Association, certifying (i) whether the damaged property is required to be reconstructed and repaired, (ii) the name of the payee and the amount to be paid with respect to disbursement from any construction funds, and (iii) all other matters concerning the holding and disbursing of any construction fund. Any such certificate shall be delivered to the Board of Directors or Insurance Trustee, as the case may be, promptly after request.

Section 10.04 Common Elements: When Reconstruction Is Not Required. If the Board of Directors elect not to repair insubstantial damage to the Common Elements, it shall cause the removal of all remains of the damaged improvements and restoration of the site thereof to an acceptable condition compatible with the remainder of the Condominium, and the balance of any

insurance proceeds received on account of such damage shall be distributed among all Unit Owners in proportion to their respective Allocated Interests.

ARTICLE XI. COMPLIANCE AND DEFAULT

Section 11.01 Unit Owners. All Unit Owners shall be governed by and shall comply with the provisions of the Act and the Condominium Documents, as any of the same may be amended from time to time. A default by a Unit Owner shall entitle the Association or an aggrieved Unit owner to the relief as provided in this ARTICLE XI.

Section 11.02 Fines. The Board of Directors may establish and assess fines against Unit Owners for every violation of the Condominium Documents or the Act by the Unit owner, his family members, guests, invitees, lessee, employees and/or agents. If a Unit Owner requests in writing a hearing before the fine is imposed, the imposition of the fine shall be suspended until a hearing before the Board of Directors is held. As provided in §703.165 of the Act, fines and penalties are deemed Assessments and shall be collectible as such. In any proceeding arising out of any alleged violation by a Unit Owner, the prevailing party shall be entitled to recover the costs of the proceeding, and such reasonable attorneys' fees as may be determined by the court or arbitrator in which the proceeding has been held.

Section 11.03 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.

ARTICLE XII. MISCELLANEOUS

Section 12.01 Amendments. These Bylaws may be altered, amended or repealed and new Bylaws adopted by the Members, at a meeting called for such purpose, by an affirmative vote of Unit Owners of Units to which at least sixty-seven percent (67%) of the votes in the Association appertain. The amendment shall be effective when it is duly adopted and notice of such amendment is delivered to the Unit Owners.

Section 12.02 Notices. All notices required under these Bylaws shall be in writing and shall be deemed to have been duly given upon delivery if delivered personally or upon mailing if sent by United States mail, first-class postage prepaid or otherwise as the Act may require or permit at the following:

(A) if to the Unit owner, at the address shown on the Membership Roster; and

(B) if to the Association or the Owners Managing Agent, at the registered office of the Association.

Section 12.03 Invalidity. The invalidity or unenforceability of any provision of these Bylaws shall not affect the validity or enforceability of any other provision of these Bylaws.

Section 12.04 Captions. The captions and headings of various paragraphs and sections of these Bylaws are for convenience only and are not to be construed as defining or limiting the scope or

insurance proceeds received on account of such damage shall be distributed among all Unit Owners in proportion to their respective Allocated Interests.

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(A) if to the Unit owner, at the address shown on the Membership Roster; and

(B) if to the Association or the Owners Managing Agent, at the registered office of the Association.

Section 12.03 Invalidity. The invalidity or unenforceability of any provision of these Bylaws shall not affect the validity or enforceability of any other provision of these Bylaws.

Section 12.04 Captions. The captions and headings of various paragraphs and sections of these Bylaws are for convenience only and are not to be construed as defining or limiting the scope or

intent of the provisions thereof.

Section 12.05 Internal Revenue Code Notwithstanding anything herein contained to the contrary, no action shall be required or permitted to be taken under these Bylaws or by the Officers or Directors of this corporation which would not be permitted to be taken by an organization described in 528 of the Internal Revenue Code of 1986, as amended.

Section 12.06 Number and Gender. Whenever used herein, the singular number shall include the plural, the plural the singular, and use of any gender shall include all genders.

Section 12.07 Defined Terms. The following terms shall have the following meanings herein:

"Act" means Chapter 703 of the Wisconsin Statutes and known as the Condominium Ownership Act, as amended from time to time.

"Allocated Interest" means the undivided percentage interest from time to time of each Unit, determined as provided in Section 4.1 of the Declaration, in the Common Elements and the liability for Common Expenses.

"Architectural Control Committee" means the committee which the Board of Directors shall establish for the purpose of reviewing and approving any and all exterior alterations, improvements or modifications to the Condominium.

"Assessments" refers to both General Assessments and Special Assessments and means the amount determined by the Association to be due with respect to a Unit for Common Expenses, fines or penalties as more fully defined in §703.165 of the Act.

"Association" means NPV Condominium Association, Inc.

"Board of Directors" means the governing body of the Association.

"Building(s)" means any structure containing one or more Units which is situated on the Property.

"Building Plans" means the plans attached to the Declaration as EXHIBIT B and any supplemental plans thereto which may be required for construction of the Condominium.

"Bylaws" means the Bylaws of the Association.

"Common Expenses" means all of the expenses of the Association.

"Common Elements" refers to both the "General Common Elements" and the "Limited Common Elements," and means all of the Condominium other than the Units.

"Condominium" means New Port Vista, a Condominium.

"Condominium Documents" consist of the Articles, Bylaws, Rules and Regulations, Floor Plans, Specifications, Surveys, Plat Maps, Management Agreement, if any, and the Declaration.

"Declarant" means New Port Vista Condominium, Inc.

"Declaration" means the Declaration of New Port Vista, a Condominium.

"Director" means a Member of the Board of Directors of the Association.

"Fixture(s)" means an item of property, which may or may not be a common element of the Condominium, which is physically attached to or so closely associated with land or improvements so as to be treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage to the Property, items specifically adapted to the Property, any items customarily treated as fixtures including, but not limited to, all: garden bulbs, plants, shrubs and trees; screen and storm doors and windows; electric lighting fixtures; window shades; curtain and traverse rods; blinds and shutters; central heating and cooling units and attached equipment; water heaters and softeners; sump pumps; attached or fitted floor coverings; awnings; attached antennas, satellite dishes and component parts; garage door openers and remote controls; installed security systems; central vacuum systems and accessories; in-ground sprinkler systems and component parts; built-in appliances; ceiling fans; fences; storage buildings on permanent foundations and docks/piers on permanent foundations.

"FNMA" means the Federal National Mortgage Association.

"General Assessments" means the amount determined by the Association to be due with respect to a Unit for Common Expenses.

"General Common Elements" means all Common Elements except for any Limited Common Elements.

"Limited Common Elements" means those portions of the Common Elements reserved for the exclusive use of one or more but less than all of the Units.

"Owners Managing Agent" means any individual or entity employed by the Association to perform duties and services for the Condominium in accordance with the Act or the Condominium documents.

"Majority" means more than 50% of the votes assigned to the Units by the Declaration.

"Mortgage" means any recorded mortgage or land contract encumbering a Unit.

"Mortgagee" means the holder of any recorded Mortgage encumbering one or more Units or land contract vendor.

"Member" means every Unit Owner, who by his status as a Unit Owner is also a Member of the Association.

"Membership Roster" means the list of all Unit Owners entitled to vote at all general and special meetings.

"Phase" means the particular Buildings and other improvements to be constructed during a particular time frame of this development.

"Plat" means the Plat of Survey, attached to the Declaration as EXHIBIT A, of the Condominium recorded pursuant to the Act simultaneously with the Declaration and constituting a part of the Declaration, as the same may be amended from time to time.

"Property" means the real property as described on EXHIBIT A to the Declaration, and any amendment thereto.

"Rules and Regulations" means the Rules and Regulations for the Condominium adopted by the Declarant, and as amended from time to time by the Declarant or the Board of Directors.

"Special Assessment" means any assessment made against the Unit Owner and his Unit which is not a General Assessment, a fine or a penalty, and is assessed against a Unit Owner and his Unit for expenses incurred by the Association.

"Unit" means a part of the Condominium intended for private use by the Unit Owner.

"Unit Owner" means any natural person, corporation, partnership, association, trust or other entity capable of holding title to real property, or any combination thereof which holds legal title to a Unit or has equitable ownership to a Unit as a land contract vendee, but does not include any Mortgagee before such Mortgagee takes title to a Unit by foreclosure or process in lieu thereof, or any land contract vendor of a Unit.

NPV CONDOMINIUM ASSOCIATION, INC.

DISCLOSURE MATERIALS

SECTION D

ARTICLES OF INCORPORATION

United States of America

State of Wisconsin

DEPARTMENT OF FINANCIAL INSTITUTIONS



CERTIFICATE OF REINSTATEMENT

To All to Whom These Presents Shall Come, Greeting:

This is to certify that an examination of the application of

NPV CONDOMINIUM ASSOCIATION, INC.

for rescission of its involuntary or administrative dissolution has determined that it satisfies the requirements of sec. 181.1422(2) of the Wisconsin Statutes.

NOW THEREFORE, this certificate of reinstatement is issued, reinstating the aforesaid organization, effective March 17, 2022.



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the official seal of the Department on March 24, 2022.

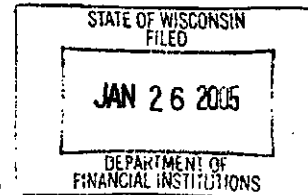
A handwritten signature in black ink, appearing to read "Michelle Y. Knuese".

MICHELLE Y. KNUESE, Administrator
Division of Corporate and Consumer Services
Department of Financial Institutions

STATE OF WISCONSIN
DEPARTMENT OF
FINANCIAL INSTITUTIONS

2005 JAN 25 AM 9:55

ARTICLES OF INCORPORATION
OF
NPV CONDOMINIUM ASSOCIATION, INC.



Executed by the undersigned for the purpose of forming a Wisconsin nonstock corporation under Ch. 181 of the Wisconsin Statutes, repealed and recreated by 1997 Wisconsin Act 79:

ARTICLE I. Name. The name of the corporation shall be: "NPV Condominium Association, Inc."

ARTICLE II. Period of Existence. The corporation shall exist perpetually.

ARTICLE III. Initial Principal Office. The Initial Principal Office of the Corporation shall be located at 225 East Mason Street, Suite 600, Milwaukee, Wisconsin 53202

ARTICLE IV. Purpose. The purposes for which the 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 as provided in Chapter 703 of the Wisconsin Statutes, commonly known as the Condominium Ownership Act, as the same may be amended, renumbered or renamed from time to time, hereafter referred to as the "Act," and subject to the terms and conditions of the Declaration of "New Port Vista, a Condominium," as recorded in the office of the Register of Deeds for Ozaukee County, Wisconsin;

B. To provide for the administration, maintenance, preservation and control of New Port Vista, a Condominium, in accordance with and in furtherance of the Declaration of Condominium of the condominium created under and pursuant to the Act; and

C. To engage in any lawful activity within the purposes for which corporations may be organized under The Wisconsin Nonstock Corporation Law, Chapter 181 of the Wisconsin Statutes, as the same now provides and as the same may hereafter be amended to provide, subject to the Act and the Declaration of "New Port Vista, a Condominium."

ARTICLE V. Powers. The corporation shall have one (1) class of members. The designation of such class, the qualifications, rights, and method of acceptance of members shall be set forth in the Bylaws of the corporation. Membership shall be terminated and members may be expelled as set forth and in the manner provided in the Bylaws of the corporation. Transfer of membership, or any right arising therefrom, is permitted as set forth and in the manner provided in the Bylaws of the corporation. The right of a member to vote may be limited, enlarged or denied to the extent specified in the Bylaws of the corporation.

ARTICLE VI. Directors. The number of directors constituting the initial Board of Directors shall be three (3). Thereafter, the number of directors constituting the Board of Directors and their election and/or appointment shall be fixed by or in the manner provided in the

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Bylaws of the corporation. The initial Board of Directors shall consist of the following individuals:

Name	Street	City	State	Zip
William R. Arpe	225 East Mason, Suite 700	Milwaukee	WI	53202
Craig A. Raddatz	225 East Mason, Suite 600	Milwaukee	WI	53202
Bruce A. McInay	101 Falls Road, Suite 603	Grafton	WI	53024

ARTICLE VII. Registered Address and Initial Registered Agent. The registered address of the corporation is:

101 Falls Road, Suite 603
Grafton, WI 53024

The name of the initial registered agent at such address is:

Bruce A. McInay

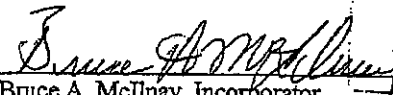
ARTICLE VIII. Incorporator. The incorporator's name and address is:

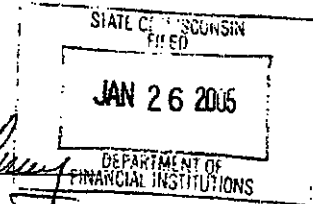
Bruce A. McInay
101 Falls Road, Suite 603
Grafton, WI 53024

ARTICLE IX. Amendments. These articles may be amended, at any time, in the manner authorized by the provisions of The Wisconsin Nonstock Corporation Law, Chapter 181 of the Wisconsin Statutes, in effect at the time of such amendment.

ARTICLE X. Stock and Dividends. 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 the members, directors, or officers except upon dissolution of the corporation. In the event of dissolution of the corporation, all assets, after payment of liabilities, shall be distributed to the members in accordance with the provisions of the Declaration of "New Port Vista, a Condominium" and the Bylaws of the corporation.

Dated: January 24, 2005


Bruce A. McInay, Incorporator



STATE OF WISCONSIN)
) ss.
OZAUKEE COUNTY)

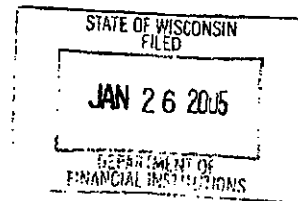
Personally came before me January 24, 2005, the above-named Bruce A. McInay, to me known

to be the person who executed the above and foregoing instrument and acknowledged the same.

Mary A. Bellin
Notary Public, State of Wisconsin

My Commission 11/05/06

These Articles were drafted by:
Bruce A. McInay



NPV CONDOMINIUM ASSOCIATION, INC.

DISCLOSURE MATERIALS

SECTION E

MANAGEMENT CONTRACT

CONDOMINIUM AND HOMEOWNERS ASSOCIATION MANAGEMENT AGREEMENT

ASSOCIATION: NEW PORT VISTA CONDOMINIUM ASSOCIATION

AGENT: HUNT MANAGEMENT INCORPORATED

For Property located at: 1640 NEW PORT VISTA DRIVE,

GRAFTON, WISCONSIN 53024

Beginning: SEPTEMBER 1, 2021 Ending: AUGUST 31, 2022

This agreement (the "Agreement") is made and entered into this 8TH DAY OF JULY, 2021, by and between the unit owners' association known as NEW PORT VISTA CONDOMINIUM ASSOCIATION (the "Association"), which is established in accordance with the laws of the State of WISCONSIN for the property known as NEW PORT VISTA CONDOMINIUM ASSOCIATION, LOCATED AT 1640 NEW PORT VISTA DRIVE, GRAFTON, WISCONSIN, 53024 (the "Property"), and HUNT MANAGEMENT INCORPORATED (the "Agent").

AUTHORITY OF THE AGREEMENT

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

Section 1 TERM OF AGREEMENT

The Board appoints Agent exclusively to manage the Property for a period of ONE YEAR, beginning SEPTEMBER 1, 2021, and thereafter for periods of one year unless this Agreement is terminated as provided in this section or in sections 11 or 12. Either party may terminate this Agreement at the end of the initial term or at the end of any one-year renewal period provided that written notice is given to the other party on or before the sixtieth (60th) day prior to the expiration of the initial term or on or before the sixtieth (60th) day prior to the expiration of such one-year renewal period.

Section 2 SERVICES OF AGENT

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

2.1 COLLECTION OF ASSESSMENTS

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

2.2 RECORDS OF INCOME AND EXPENDITURES

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

2.3 PREPARATION OF ANNUAL BUDGET

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

2.4 SUBMISSION OF ANNUAL REPORT

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

2.5 MAINTENANCE OF COMMON ELEMENTS

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

2.6 EMPLOYMENT OF PERSONNEL

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

2.7 PAYMENT OF EMPLOYMENT TAXES

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

2.8 UTILITIES AND SERVICES CONTRACTS

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

2.9 PAYMENT OF EXPENSES

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

2.10 RECORDS OF INSURANCE

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

2.11 OTHER SPECIFIC SERVICES OF AGENT

OTHER SERVICES TO BE NEGOTIATED AND MEMORIALIZED AS REQUIRED

Section 3 LIMITATION ON EXPENDITURES BY AGENT

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

Section 4 AGENT NOT RESPONSIBLE FOR MAINTENANCE OF INDIVIDUAL UNITS

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

Section 5 DISPOSITION OF FUNDS

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

5.1 DEPOSIT OF COLLECTIONS

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

5.2 PAYMENT OF EXPENSES

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

5.3 AGENT NOT REQUIRED TO ADVANCE FUNDS

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

5.4 BONDING OF EMPLOYEES

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

Section 6 ATTENDANCE AT BOARD MEETINGS

UPON NOT LESS THAN SEVEN (7) DAYS PRIOR NOTICE, AGENT OR ITS DESIGNATED REPRESENTATIVE SHALL ATTEND MEETINGS OF THE BOARD OR OF THE ASSOCIATION AS REQUESTED, PROVIDED THAT THE ASSOCIATION SHALL PAY AGENT \$100.00 PER HOUR FOR THAT INDIVIDUAL'S ATTENDANCE AT EACH MEETING. AGENT OR ITS REPRESENTATIVE SHALL BE CUSTODIAN OF THE OFFICIAL RECORDS OF THE BOARD AND THE ASSOCIATION. HOWEVER, NEITHER AGENT NOR ITS REPRESENTATIVE SHALL BE REQUIRED TO RECORD THE MINUTES OF SUCH MEETINGS. (SEE SECTION 9.3).

Section 7 ONE BOARD MEMBER TO DEAL WITH AGENT

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

Section 8 LIMITATION OF AGENT'S AUTHORITY AND RESPONSIBILITY

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

8.1 STRUCTURAL CHANGES

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

8.2 BUILDING COMPLIANCE

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

8.3 AGENT ASSUMES NO LIABILITY

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

Section 9 AGENT'S COMPENSATION

Agent shall be compensated for specific services as stated below.

9.1 FOR MANAGEMENT SERVICES

The Association shall pay Agent a management fee of \$1,700.00 per month FROM SEPTEMBER 1, 2021 TO DECEMBER AND \$1,800.00 PER MONTH BEGINNING JANUARY 1, 2022. The management fee shall be paid monthly in advance. BEGINNING IN 2023, The management fee shall be adjusted annually upon approval by the Board of the Annual Budget, which adjustment shall be incorporated into this Agreement by reference. No further charge shall be made by Agent for Agent's services and other services of Agent's professional staff, except as otherwise expressly provided in this Agreement. Any clerical services performed for the Association, such as preparation and circulation of notices and newsletters and general correspondence of the Association, shall be at the Association's expense, including postage and other expenses.

9.2 FOR CONSTRUCTION, REMODELING, OR OTHER CONTRACTING SERVICES

TO BE NEGOTIATED AND MEMORIALIZED AS REQUIRED

9.3 FOR OTHER SERVICES

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

Section 10 OBLIGATIONS OF THE ASSOCIATION

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

10.1 SAVE AGENT HARMLESS FROM LIABILITY SUITS

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

10.2 ESTABLISH AND MAINTAIN LIABILITY INSURANCE

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

10.3 PAY ALL EXPENSES OF ANY LITIGATION

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

10.4 SAVE AGENT HARMLESS FROM LABOR LAW VIOLATIONS

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

10.5 PROVIDE FOR INITIAL DEPOSIT AND CONTINGENCY RESERVE

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

10.6 APPROVE ANNUAL BUDGET

Within THIRTY (30) days of receipt of the recommended Annual Budget prepared by Agent, the Board shall either approve the budget as submitted or provide Agent with written notice setting forth those items which are unacceptable to the Board or provide agent with written notice advising Agent what additional information is

required. Failure to provide such notice to Agent within said thirty (30) day period shall be deemed as approval of the Annual Budget by the Board. Upon approval, Agent shall be authorized to operate and manage the Property in accordance with the Annual Budget.

Section 11 TERMINATION BY AGENT FOR CAUSE

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

Section 12 TERMINATION BY THE ASSOCIATION; CANCELLATION FEE

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

Section 13 ASSOCIATION RESPONSIBLE FOR PAYMENTS

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

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

Section 14 RELATIONSHIP OF AGENT TO THE ASSOCIATION

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

Section 15 INDEMNIFICATION SURVIVES TERMINATION

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

Section 16 HEADINGS

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

Section 17 FORCE MAJEURE

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

Section 18 COMPLETE AGREEMENT

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

Section 19 RIGHTS CUMULATIVE; NO WAIVER

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

Section 20 APPLICABLE LAW AND PARTIAL INVALIDITY

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

Section 21 NOTICES

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

21.1 TO AGENT

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

21.2 TO THE ASSOCIATION

President of the Board
(CURRENT LEGAL ADDRESS)

21.3.1 DELIVERY OF NOTICES

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

Section 22 AGREEMENT BINDING ON SUCCESSORS AND ASSIGNS

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

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have affixed or caused to be affixed their respective signatures this 8th day of JULY, 2021.

Board: NEWPORT VISTA CONDOMINIUM ASSOCIATION

BY



TITLE

President

BY



TITLE

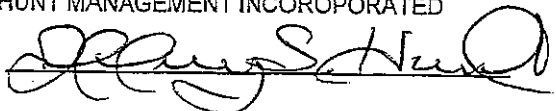
Secretary

BY

TITLE

Agent: HUNT MANAGEMENT INCORPORATED

BY



TITLE

PRESIDENT

NPV CONDOMINIUM ASSOCIATION, INC

DISCLOSURE MATERIALS

SECTION F

ANNUAL OPERATING BUDGET



A Community Presence

December 1, 2025

Dear NPV Homeowner,
Re: 2026 Budget

For your review and file, we have enclosed a copy of the 2026 budget as prepared and adopted by your Board of Directors. After an extensive review of the Association's financial status, the Directors have resolved that it will be necessary to increase the monthly association/maintenance fee beginning January 1, 2026. This increase will help the Association keep pace with the increase in costs related to maintaining the property. Accordingly, the payment schedule beginning January 1st, 2026 will be \$397 per month, per unit. Please note that all payments are due on or before the first day of each month.

The additional monthly dues will allow help off-site the increased operating expenses, allocate funds for the pool retaining wall, landscaping improvements and deposit reserve funds.

If you pay electronically, we will continue to debit your account accordingly, at the new assessment amount. If you currently pay by check and would like to benefit from our electronic payment program, please contact us at 262-238-1480. Please know that assessment payments may only be made through either our lock box program or electronic funds transfer program.

For those of you that have your bank pay your fees, or if you would like to mail your payment, please send checks to the following lock box mailing address:

**New Port Vista
c/o Hunt Management
PO Box 1755
Arlington Heights, IL 60006-1755**

Should you ever have any questions, comments, or concerns regarding the Association's financial affairs, please contact Management.

Sincerely,
Hunt Management Incorporated, AAMC
New Port Vista Condominium Association, Inc.

Jenny Stephens
Portfolio Manager
office: (262) 238-1480 email: jstephens@HuntManagement.com

NEW PORT VISTA CONDOMINIUM 2026 BUDGET PROJECTION

Account	Description	2025 Budget	2025 Actual	2025 Remaining	2025 Projected	2026 Budget
Operating Accounts						
Income Accounts						
INCOME						
60-60100-00	ASSOCIATION FEES	\$304,197.00	\$ 228,148.00	\$76,049.00	\$304,197.00	\$307,450.00
60-60150-00	PREPAIDS	\$0.00	\$ 1,736.89	\$0.00	\$1,736.89	\$0.00
60-60300-00	LATE FEES	\$0.00	\$ 600.00	\$0.00	\$600.00	\$0.00
60-60500-00	CLUBHOUSE RENTAL FEES	\$1,200.00	\$ 900.00	\$300.00	\$1,200.00	\$1,200.00
60-60600-00	MISCELLANEOUS	\$0.00	\$ 200.00	\$0.00	\$200.00	\$0.00
60-60800-00	DRYER VENT CLEANING	\$0.00	\$ 43.75	\$0.00	\$43.75	\$0.00
Total Operating Income		\$305,397.00	\$231,628.64	\$76,349.00	\$307,977.64	\$308,650.00
RESERVE INCOME						
70-70100-00	INTEREST	\$2,500.00	\$4,999.45	\$0.00	\$2,500.00	\$1,500.00
70-70200-00	RESERVE CONTRIBUTION FEES	\$99,000.00	\$74,250.00	\$24,750.00	\$99,000.00	\$149,760.00
Total Reserve Income		\$101,500.00	\$79,249.45	\$24,750.00	\$101,500.00	\$151,260.00
Total Income		\$406,897.00	\$310,878.09	\$101,099.00	\$409,477.64	\$458,410.00
Expense Accounts						
CLUBHOUSE						
80-80100-00	CLUBHOUSE GAS & ELECTRIC	\$20,000.00	\$6,577.00	\$13,423.00	\$20,000.00	\$20,000.00
80-80200-00	CLUBHOUSE WATER	\$5,000.00	\$8,938.00	\$0.00	\$8,938.00	\$10,000.00
80-80300-00	CLUBHOUSE CABLE TV/PHONE	\$3,300.00	\$1,760.00	\$1,540.00	\$3,300.00	\$3,300.00
80-80400-00	CLUBHOUSE HVAC SERVICE	\$3,000.00	\$1,170.00	\$1,830.00	\$3,000.00	\$3,000.00
80-80500-00	FITNESS EQUIPMENT REPAIR	\$1,200.00	\$704.00	\$496.00	\$1,200.00	\$800.00
80-80600-00	POOL & SPA REPAIRS	\$11,500.00	\$8,233.00	\$3,267.00	\$11,500.00	\$11,500.00
80-80625-00	POOL & SPA SUPPLIES / TEST/CLEAN	\$9,650.00	\$7,074.00	\$2,576.00	\$9,650.00	\$9,650.00
80-80650-00	POOL/SPA TEST & CLEAN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
80-80700-00	CLUBHOUSE FURNISHINGS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
808000-00	Clubhouse Plumbing		\$1,066.00	\$0.00		\$500.00
	Pool Testing outside/Stipend	\$8,000.00	\$8,000.00	\$0.00	\$8,000.00	\$8,000.00
Clubhouse Totals		\$61,650.00	\$43,522.00	\$23,132.00	\$65,588.00	\$66,750.00
ADMINISTRATIVE						
81-81000-00	LEGAL	\$1,500.00	\$4,995.00	\$0.00	\$4,995.00	\$10,000.00
81-81100-00	TAXES	\$1,500.00	\$1,898.00	\$0.00	\$1,898.00	\$1,500.00
81-81200-00	COMMUNICATION EXPENSE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
81-81300-00	MANAGEMENT CONTRACT	\$23,364.00	\$17,523.00	\$5,841.00	\$23,364.00	\$24,100.00
81- xxxx-xx	MANAGEMENT EXPENSE CHARGES	\$500.00	\$2,933.00	\$0.00	\$2,933.00	\$1,000.00
81-81350-00	OFFICE EXPENSES	\$830.00	\$375.00	\$455.00	\$830.00	\$2,500.00
81-81400-00	PERMITS/CERTIFICATIONS	\$600.00	\$450.00	\$150.00	\$600.00	\$600.00
81-81500-00	TELEPHONE	\$5,000.00	\$5,026.00	\$0.00	\$5,026.00	\$5,000.00
81-81600-00	INSURANCE	\$45,000.00	\$38,000.00	\$7,000.00	\$45,000.00	\$48,000.00
Administrative Expenses total		\$78,294.00	\$71,200.00	\$13,445.00	\$84,646.00	\$92,700.00
UTILITIES						
82-82000-00	WATER & SEWER	\$8,000.00	\$5,237.00	\$2,763.00	\$8,000.00	\$10,000.00
82-82100-00	GAS & ELECTRIC	\$20,000.00	\$22,442.00	\$0.00	\$22,442.00	\$22,000.00
Utilities Total Expenses		\$28,000.00	\$27,679.00	\$2,763.00	\$30,442.00	\$32,000.00
MAINTENANCE & REPAIR						
83-83000-00	EXTERMINATING	\$3,000.00	\$2,167.00	\$833.00	\$3,000.00	\$3,500.00
83-83100-00	FIRE SYSTEMS	\$4,000.00	\$3,915.00	\$85.00	\$4,000.00	\$4,500.00
83-83200-00	GENERAL MAINTENANCE	\$17,000.00	\$15,502.00	\$1,498.00	\$17,000.00	\$19,000.00
83-83300-00	GENERAL SUPPLIES	\$5,000.00	\$876.00	\$4,124.00	\$5,000.00	\$2,000.00
Total Maintenance & Repairs Expenses		\$29,000.00	\$22,460.00	\$6,540.00	\$29,000.00	\$29,000.00
GROUNDS						
84-84000-00	LAWN CONTRACT	\$38,577.00	\$34,799.00	\$3,778.00	\$38,577.00	\$40,000.00
	Mulch	\$20,000.00			\$20,000.00	\$0.00
84-84200-00	PLANT /Tree Maint.	\$6,000.00	\$5,000.00	\$1,000.00	\$6,000.00	\$6,000.00
84-84300-00	SNOW CONTRACT	\$33,762.00	\$8,417.00	\$25,345.00	\$33,762.00	\$35,000.00

84-84400-00	POND MAINTENANCE	\$5,100.00	\$5,739.00		\$5,739.00	\$6,000.00
Total Grounds Expenses		\$103,439.00	\$53,955.00	\$30,123.00	\$104,078.00	\$87,000.00
PROJECTED OPERATION EXPENSES TOTAL		\$300,383.00	\$218,816.00	\$76,004.00	\$313,754.00	\$307,450.00
RESERVE FUND		2025 Budget	2025 Actual	2025 Remaining	2025 Projected	2026 Budget
88-88000-00	RESERVE TRANSFER	\$96,679.00	\$68,051.00	\$28,628.00	\$96,679.00	\$149,760.00
Beginning Balance		\$345,000.00	\$345,000.00			\$139,679.00
Total Reserve Contributions		\$441,679.00	\$413,051.00			\$289,439.00
PROJECTED RESERVE EXPENSES						
90-90100-00	PAINTING				\$0.00	\$0.00
90-90200-00	RETAINING WALL		\$14,567.00		\$14,567.00	\$20,000.00
90-90500-00	FILTRATION PUMP REPLACEMENT				\$0.00	\$0.00
	SPA HVAC REPLACEMENT	\$0.00			\$0.00	\$0.00
	NEW LANDSCAPE	\$5,000.00	\$3,750.00	\$0.00	\$3,750.00	\$30,000.00
	BALCONY PROJECT	\$297,000.00	\$297,000.00	\$0.00	\$297,000.00	\$65,000.00
90-90300-00	SIDING REPAIRS	\$0.00			\$0.00	\$0.00
90-90400-00	ROOFING	\$0.00			\$0.00	\$0.00
Total Reserve expenses		\$302,000.00	\$300,750.00	\$0.00		\$115,000.00
Ending Balance		\$139,679.00	\$112,301.00	\$27,378.00	\$139,679.00	\$174,439.00

Bank Accounts

Liabilities & Equity

Net Income Gain/Loss	\$12,955.22
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NPV CONDOMINIUM ASSOCIATION, INC.

DISCLOSURE MATERIALS

SECTION G

RULES AND REGULATIONS

NEW PORT VISTA CONDOMINIUMS RULES AND REGULATIONS

Amended December 2, 2022

The Board of Directors hereby adopts the following rules and regulations to be effective August 14, 2017, which the Secretary is authorized to publish:

The following are the Rules and Regulations of NPV Condominium Association, Inc. These Rules and Regulations may be amended or repealed by a majority vote of the Board of Directors at any time during the existence of the Condominium; provided, however, that the Rules and Regulations contained herein that are also contained in the Declaration of New Port Vista, a Condominium, as amended from time to time, may not be amended unless the Declaration is amended and the Amended Declaration is recorded with the Ozaukee County Register of Deeds as provided by the Act. Copies of all amendments to the Rules and Regulations shall be furnished to the Unit Owners by the Secretary of the Association at least 30 days prior to the time such amendment shall be effective. Capitalized terms not defined herein shall have the meaning attributed to such terms as set forth in the Declaration of New Port Vista, a Condominium. All rules are mandatory and not discretionary.

PRELUDE

Congratulations on your purchase of a condominium unit in New Port Vista. Condominium ownership has a great many benefits such as the equity you build from your monthly mortgage payments. Such ownership, however, carries certain responsibilities that are not shared by renters in an apartment setting. As a condominium owner, you are part owner of the entire project and are automatically a member of the Association that manages the common elements of the condominium. In a sense, you are the landlord.

These rules and regulations are your rules and regulations and are intended to help all Unit Owners manage their shared interests. It is generally the responsibility of the Association to manage the elements of the condominium that are commonly owned and not to be involved in the management and maintenance of individual units except where such management and maintenance of an individual unit affects other units and/or the Common Elements.

As Unit Owners you can all improve your ownership experience by bringing to it an attitude of mutual interest and cooperation. It is not the role of the Association to manage the relationships of neighbors. Try to approach your neighbors as you would in a single-family neighborhood working out differences in a friendly and understanding manner.

Again, welcome to New Port Vista. We are confident that you will enjoy and take pride in your condominium.

ARTICLE I. ENFORCEMENT AND MANAGEMENT

Section 1.1. In order to reduce expense and maintain uniform enforcement of the rules, the Association will designate one person per Phase through whom all questions and concerns regarding the enforcement of these Rules and Regulations will be communicated to the Property Manager. All Unit Owners will be notified in writing of the Unit Owner so designated. Except in the case of an emergency, all communications should be in writing.

Section 1.2. Unit Owners are not to have direct contact with any third-party hired by the Association to manage the Common Elements of the Condominium. Such direct contact could lead to substantial additional expense to the Association and, therefore, the Unit Owners in the form of increased assessments. Accordingly, if you have a concern about Common Element maintenance, you should direct your concerns to the Association's designated representative identified pursuant to Section 1.1 of these Rules and Regulations.

Section 1.3. Dispute Resolution. The Association is willing to help Unit Owners find solutions to disputes; however, the Association is not a law enforcement agency or a court. Unit Owners should comply with the following procedure when violations of the Rules and Regulations are noticed:

- (A) When a neighbor acts in an offensive or unreasonable manner, try to approach the neighbor with your concern.
- (B) If a neighbor is disturbing the peace, please call the local police.
- (C) If an animal is causing a problem and you cannot or are unwilling to contact the Unit Owner directly, please call the local police or animal control authorities.
- (D) If a violation is not resolved by a Unit Owner's independent efforts, report the violation to the Association. Reports must be filed in writing with the President of the Association or such other person as the President shall designate. A report must include the date and time of the violation and a specific description of the violation. The report must identify a contact person who can provide additional information to the Association if necessary. The Association is under no obligation to act upon a report if these procedures are not followed.

Section 1.4. Procedure for Enforcement. The Association may enforce these Rules and Regulations as it deems necessary and appropriate pursuant to Section 8.03 of the Bylaws. Enforcement may include recourse to the police, a lawsuit, if necessary, and fines of not less than \$25.00 per day per violation, nor more than \$300.00 per day per violation. Fines, if levied pursuant to the Bylaws, shall constitute an assessment against the Unit Owner's Unit as well as the Unit Owner, and may be enforced by, without limitation, the placing of a lien on the unit to which it relates.

- (A) Except in the case of an emergency, the Board of Directors shall provide written notice to a Unit Owner violating the Rules and Regulations that includes the nature of the rule violation, the fine to be levied if the violation is not timely corrected, and the deadline for correction of the violation.
- (B) If the violation is not corrected within the period provided in the initial notice, the Board shall so advise the Unit Owner that the fine is being levied.
- (C) Any Unit Owner who receives notice of a fine may appeal the fine to the Board of Directors. To appeal, the Unit Owner must file a written notice of appeal with the Association's President and request to appear before the Board at a mutually agreeable time, which shall not be later than 30 days from the date of the Unit Owner's notice of appeal. During the period of Declarant Control, the Unit Owner shall appear before one Director. Following the period of Declarant Control, the Unit Owner shall appear before at least three Directors unless alternative arrangements are agreed to in writing. The Directors hearing the appeal may establish such rules of procedure and decorum as they deem appropriate for the nature and severity of the violation and issues on appeal.

(D) The decision of the Board of Directors regarding an appeal shall be final and binding unless the Unit Owner submits a written demand for arbitration to the Board within 10 days of the date of the Board's decision. A neutral third party that is mutually agreed upon by the Unit Owner and the Board shall conduct arbitration. If the Unit Owner and the Board cannot agree upon a neutral third party, either party may petition the Circuit Court for Ozaukee County to appoint an arbitrator. The cost of the arbitration shall be shared equally between the Unit Owner and the Board prior to the receipt of an arbitration award, but the arbitrator shall have the right to allocate fees and costs between parties as part of an arbitration award. If more than one Unit Owner is a party to the arbitration, the cost of the arbitration shall be shared equally between all parties. Arbitration shall be final and binding.

(E) The above enforcement procedures are not exclusive. If the Board of Directors, in its sole discretion, determines that circumstances so warrant it may proceed immediately and without notice to exercise any remedy provided in the Declaration or by law or equity, including turning the violation over to an attorney for enforcement and/or filing a lawsuit.

(F) The offending Unit Owner will pay any costs incurred by the Association to enforce rules, including attorney fees incurred in litigation or arbitration.

ARTICLE II. PARKING

Section 2.1. To facilitate required maintenance and snow plowing of driveways and parking areas, all vehicles shall be parked inside the garage during snow storms and following such storms until the snow has been cleared from driveways.

Section 2.2. The Board of Directors must approve any guest parking exceeding two (2) nights in any parking spaces. No vehicle of any type shall be stored in any driveway, parking lot, or street. No boats, campers, recreational vehicles, trucks, snowmobiles, motorcycles, or other vehicles of similar nature and design shall be stored or parked in the outdoor parking areas for a period of longer than twenty-four (24) hours in any one (1) week period. No individual shall be allowed to use or occupy any recreational vehicle or any similar vehicle designed or used for overnight camping while such vehicle is parked on the Property.

Section 2.3. No Unit Owner nor his family members, agents, employees, lessees, invitees or guests may use any of the parking areas for the purpose of repairing or restoring any motor vehicle which is allowed to be parked on the Property. Any vehicles, boats, campers, recreational vehicles, trucks, snowmobiles, motorcycles, or other materials, which are stored, parked, located in, or on, any parking area in violation of these Rules and Regulations may be towed, removed and stored at the owner's expense. If the owner of any such vehicle is also a Unit Owner, the expense of such towing, removal and storage shall be specially assessed to such Unit Owner and shall become a lien on such Unit Owner's Unit.

Section 2.4. Community Center parking is only for persons actually using the Community Center and shall not be used for general parking for Unit Owners, or their guests or invitees (See Section 8.2(A) below).

Section 2.5. The Association assumes no responsibility for damage, loss or theft of any vehicle parked anywhere in the Condominium, or for damage caused by the towing, removing or storing of any vehicle pursuant to Section 8.08E of the Declaration.

Section 2.6 When parking vehicles on the driveway, the front/rear bumper must be 3 feet from your garage frame. NO PARKING in the turnaround area. .

ARTICLE III. USE OF UNIT AND COMMON ELEMENTS

Section 3.1. No Unit Owner shall occupy or use his Unit or the Common Elements appurtenant thereto, or permit the same or any part thereof to be occupied or used, for any purpose other than as a private residence for himself, his family or his temporary guests and lessees. No owner shall conduct business in the Clubhouse. This includes, but is not limited to, placing advertisements on the Community bulletin board advertising any services of a business. This Section shall not prohibit home-offices provided the business carried on does not generate more than two guests per hour between the hours of 8:00 a.m. and 6:00 p.m. Monday through Friday and no guests later than 6:00 p.m. or on the weekends.

Section 3.2. Neither Unit Owner, nor any of his family members, agents, employees, lessees, invitees or guests may in any way obstruct the use of the Common Elements or another Unit.

Section 3.3. No Unit Owner, or any of his family members, agents, employees, lessees, invitees or guests shall carry on any noxious or offensive activity in any Unit or in the Common Elements, nor shall anything be done therein which may be or become an annoyance or nuisance to others.

Section 3.4. No Unit Owner, nor his family members, agents, employees, lessees, invitees or guests shall commit any form of waste in the Common Elements.

Section 3.5. No Unit Owner shall allow his Unit to be used for any improper, immoral, unlawful or objectionable purpose, nor shall any Unit Owner do anything to injure the reputation of the Condominium.

Section 3.6. No Unit Owner, nor his family members, agents, employees, lessees, invitees or guests shall allow the unreasonable or unsightly accumulation of waste, litter or any form of trash in any area except in such designated areas.

Section 3.7. No patios, balconies or decks shall be used for storage of motorcycles, bicycles, baby carriages, children's toys, sporting goods or similar items.

Section 3.8. No patios, balconies or decks shall be used for shaking or drying laundry, carpets, rugs or clothing.

Section 3.9. Use of bedrooms is limited to the regular and routine occupancy of a maximum of two persons per bedroom. This rule does not prohibit guests residing in a Unit for a period of one week or less.

Section 3.10. Owners of second floor units that are located above the living area of another Unit shall not use hard-surface flooring products such as tile, wood, or composite materials. Notwithstanding this section, vinyl products are permitted.

Section 3.11. Holiday decorations shall be removed within 72 hours following the holiday with the exception of winter holiday decorations, including lights, which shall be put up no earlier than Thanksgiving and taken down within one week of New Year's Day.

Section 3.12. Furniture, potted plants, hanging plants, door wreaths, flags, and other decorations that do not detract from the visual attractiveness of the Condominium may be placed on your Unit, patio, balcony or deck. Hanging plants should be light in weight and should be hung only from beams. Damage created by hanging plants or other decorations shall be the responsibility of the Unit Owners. Unit Owners are also responsible for the overall condition of plants and other decorations and the Association has the right to remove empty planters, planters with dead plants and other decorations that are in poor condition with three (3) days' notice. The Board shall have the right to determine if any of the decorations of individual Units detract from the visual attractiveness of the Condominium.

Section 3.13. No bird feeders with seed are allowed at the property. Hummingbird/liquid feeders and birdbaths are allowed. No Unit shall have more than one hummingbird/liquid feeder. Hummingbird/liquid feeders, if erected, shall not be located on decks or balconies, nor in such a way so as to impede grounds maintenance.

ARTICLE IV. ARCHITECTURAL CONTROL COMMITTEE

Section 4.1. The Architectural Control Committee shall promulgate rules and regulations regarding what plans, specifications and other types of documentation must be provided to the Architectural Control Committee in order for the Architectural Control Committee to render a decision regarding any planned improvement, which the Architectural Control Committee must review. The Architectural Control Committee shall have twenty (20) business days from the receipt of the plans, specifications or other documentation to approve or disapprove the planned improvement; provided, however, if the planned improvement requires additional time to evaluate, the Architectural Control Committee shall be given such additional time as is reasonably necessary to evaluate the planned improvement. All reasonable expenses incurred by the Architectural Control Committee, including, but not limited to, the retaining of consulting engineers, architects and designers, shall be paid by the Unit Owner who is requesting the evaluation of the planned improvement. The Architectural Control Committee shall be appointed by the Board of Directors as provided in the Bylaws and shall regularly report on its activities to the Board of Directors.

Section 4.2. Construction activities will be limited to the hours of 8:00 a.m. to 6:00 p.m. Monday through Friday and 10:00 a.m. to 4:00 p.m. on Saturday. No construction activities are permitted on Sunday. This rule does not apply to Declarant's construction activities.

Section 4.3. In addition to the items set forth in the Declaration which require the consent of the Architectural Control Committee, the following alterations shall also require the approval of the Architectural Control Committee:

(A) The installation of all exterior doors or windows;

(B) The installation of any television or radio antennas, or satellite dishes, or any device used for reception of radio waves or similar data transmissions; and

(C) The installation of any signs, displays, posters or advertising material of any kind, which are visible to the public. All "For Sale" signs, whether or not a Unit is listed with a broker, are prohibited. (This rule shall not apply to any sign or advertising material erected or installed by the Declarant.)

ARTICLE V. ANIMALS.

Section 5.1. Pets shall be limited to dogs, cats, and birds, unless prior written approval is obtained from Board of Directors.

Section 5.2. Pets shall be allowed provided the owners of pets shall take all reasonable actions to prevent their pets from being a nuisance, annoyance or danger to any of the Unit Owners;

Section 5.3. All pets shall be picked up after and all droppings shall be immediately disposed of in the Unit Owner's waste receptacles by the person in control of the pet;

Section 5.4. All pets shall be leashed and within the immediate control of a person when outside of a Unit and shall not be allowed in common areas designated as off limits to pets;

Section 5.5. No pets shall be allowed on the grounds of the Community Center; and

Section 5.6. No Unit Owners shall keep more than two (2) pets total and no more than one dog. No Rottweilers, Pit Bulls, Akitas, Wolf hybrids, Chow Chows or Presa/Dogo Carairos are allowed.

ARTICLE VI. INSURANCE RATES AND COMPLIANCE WITH LAW.

Section 6.1. No Unit Owner, nor his family members, agents, employees, invitees or guests shall do or act in any manner in any Unit or in the Common Elements which will cause an increase in the rate of insurance on the Common Elements including, but not limited to, the use of outdoor grills. All Unit Owners shall use outdoor grills only in strict compliance with all federal, state and local rules and regulations as well as any restrictions contained in the Association's policies of insurance.

Section 6.2. No Unit Owner shall permit anything to be done or kept in his Unit or in the Common Elements which will result in the cancellation of insurance on any Unit or any part of the Common Elements, or which would be in violation of any law or ordinance.

Section 6.3. All Unit Owners shall maintain condominium owners insurance for the personal contents of, and for liability arising from or relating to, their Unit.

ARTICLE VII. LEASING OF UNITS.

Section 7.1. No Unit may be leased without a written lease, which lease shall prohibit subletting by the Unit Owner's tenant. If there is no written lease for a unit, owner of unit or relative of a unit owner as defined by Wisconsin statutes Section 106.5(q) must occupy the unit at any time. There are to be no short-term rentals such as Airbnb or similar. Violators of this rule will be subject to a \$500/day fine. Unit Owners who lease their Units must use the residential lease approved by the Association and attached to these Rules and Regulations as Exhibit A. Standard terms of the lease may not be altered or amended without the express written consent of the Board of Directors.

Section 7.2. Any Unit Owner who enters into a lease for his Unit shall provide the Secretary of the Association with a copy of such lease and with contact information for the Unit Owner while not occupying their Unit, within five (5) days after the execution of the lease.

Section 7.3. Unit Owners shall provide their tenants with a copy of all the Condominium Documents including, but not limited to, a copy of these Rules and Regulations. Tenant's signed receipt for the Condominium Documents shall be provided to the Secretary.

Section 7.4. The initial unit lease cannot be for a term of less than twelve (12) months. Initial lease may be renewed for one (1) six-month term before unit must become owner-occupied or sold.

Section 7.5. A Unit Owner who leases his Unit shall remain primarily liable for the payment of any Assessment or any other amount due under any Condominium Document and the Association shall pursue the Unit Owner for any unpaid Assessment or any other payment due the Association.

Section 7.6. The rights and obligations of any tenant of any Unit shall be subject to the covenants, conditions and restrictions set forth in the Condominium Documents. Both the tenant and the Unit Owner shall be liable to the Association for tenant violations of the Condominium Documents and/or damage to Common Areas caused by tenants, whether or not the Unit Owner has actual knowledge of the tenant's conduct.

ARTICLE VIII. USE OF COMMUNITY CENTER

Section 8.1. Definitions.

(A) "Community Center" is defined in the Condominium Declaration as amended from time-to-time. Without modifying such definition, the Community Center includes the Clubhouse, Pool, adjacent parking areas and green space, and all furniture, fixtures and equipment located therein.

(B) "Clubhouse" means the fully enclosed building located on the Community Center premises. The areas of Clubhouse available for the regular use of Unit Owners are:

- (i) The Club Room;
- (ii) Kitchen;
- (iii) Exercise Room;
- (iv) Spa Room; and
- (v) Changing areas/restrooms.

(C) "Pool" means and refers to the outdoor swimming pool and all surrounding decks and green areas within the fence surrounding the swimming pool.

(D) "Electronic Key" means the device issued to Unit Owners which provides access to the Clubhouse or portions thereof.

Section 8.2. General Rules.

(A) Parking at the Community Center is limited to Unit Owners and their guests during their actual use of the Community Center. The Community Center parking is not for visitor use whether on a long or short-term basis.

(B) Clubhouse hours are 6:00 a.m. to 10:00 p.m.

(C) Use of the Community Center is expressly at the risk of the user. The Association, its agents, employees, officers, directors, successors and assigns, assume no responsibility or liability, and expressly disclaim the same, for bodily injury, property damage or theft of personal property arising from or related to use of the Community Center.

(D) Age Restrictions:

- (i) Persons under 18 years of age are permitted in the Community Center only when accompanied by an Adult Unit Owner who shall be responsible for their actions and who shall stay on the premises during the time these persons are using the Community Center.
- (ii) No one under 4 years of age shall be permitted to use the Spa Room at any time. No persons under the age of 18 years shall use the Spa Room unless accompanied by an Adult Unit Owner.
- (iii) No persons under the age of 18 years shall use the fitness equipment unless accompanied by an Adult Unit Owner.
- (iv) No persons under the age of 18 years shall use the pool without being accompanied by an Adult Unit Owner.
- (v) Each Unit Owner is responsible for compliance to these rules for each member of his/her family and guests.

(E) When an Adult Unit Owner brings guests to the Community Center, he/she must remain in attendance and will be held personally responsible for any damage or theft on or about the Community Center premises.

(F) Unit Owners and guests are not permitted in the Clubhouse while the weekly cleaning is conducted.

(G) The Clubhouse facility, which includes the pool, pool deck, and lower deck, is designated as smoke-free, including the usage of electronic and vapor cigarettes. Unit Owners or guests wishing to smoke may do so outside the facility using appropriate receptacles to dispose of smoking materials.

(H) Unit Owners are responsible for keeping all doors and windows closed while air-conditioning and heating systems are in operation.

(I) The Exercise Room and Spa Room area are excluded from the reservation process. The Exercise Room and Spa Room are available between 6:00 a.m. to 10:00 p.m. each day except for periods while the Clubhouse cleaning is conducted. The Exercise Room and Spa Room are locked between 10:00 p.m. and 6:00 a.m. No alcohol is allowed in the Exercise or Spa Rooms at any time.

(J) An Electronic Keycode shall be provided to each Unit. Use of the code will be recorded electronically and such tracking may be used to investigate damage to or misuse of the Clubhouse.

(K) Use of skateboards, roller skates, in-line skates, scooters and bicycles on the grounds of the Community Center is prohibited.

Section 8.3. Special Event Reservations and Use.

(A) The Club Room is used by reservation only, for events including but not limited to weddings, graduation, holiday or birthday parties, baby or wedding showers, or other special occasions. Reservations are made through Hunt Management, on a first come basis. No one under the age of 18 shall use the Club Room without an Adult Unit Owner present.

(B) Reservations for the Club Room are made by completing a reservation contract, which is available from Hunt Management. Please call Hunt Management at 262-238-1480 to start the reservation process.

(C) The Club Room facilities may be reserved during specifically assigned hours as stated in the Clubhouse reservation contract (including set up and clean up times) for private parties. The Unit Owner *must* be in attendance throughout the reserved time period and is responsible for locking the Community Center following the completion of the function.

(D) Reservations may not be made more than six months in advance of the function.

(E) A Unit Owner may only schedule one private function within a six-month period. If the Club Room is not reserved for a function sixty days prior to a Unit Owner wishing to schedule another event, he/she may reserve the Club Room again.

(F) Unit Owners reserving the Club Room will meet with a designated member of the Social Committee or Board prior to the reserved time and following the event to make notations of any irregularities found. The property manager will provide a check list for inspection as part of the reservation process.

(G) A Flat fee of \$100 will be charged for use of the Club Room for any group of four or more people and is required thirty (30) days prior to the scheduled event. Please remit reservation fee and contract to Hunt Management at: 10520 N Baehr Rd., Suite Q, Mequon, WI 53092.

Amended 12/2/22, Effective January 1, 2023.

(H) In the event there is damage sustained to any part of the Club Room, the Unit Owner is responsible for any damages that occur during their reservation and all reasonable cost associated with the repairs will be billed to the Unit Owner that reserved the Club Room.

(I) Neglecting to cancel a reservation of the Club Room at least thirty (30) days prior to the scheduled event may subject the Unit Owner to a \$50.00 cancellation fee.

(J) The Unit Owner making the reservation is responsible for cleaning, removing trash and returning the Community Center and adjacent outside areas to the same condition they were in prior to the event. Unit Owner shall be responsible for all damages and cleaning fees in excess of the above fees, which charges shall be due within 15 days of invoicing of the same. Unpaid fees or charges shall become a lien on the Unit Owner's Unit.

Section 8.4. Pool Rules.

(A) The pool operating hours will be between 6:00 am and 10:00 pm. Pool will not be in use during scheduled hours for cleaning which will be posted.

(B) The pool is for the enjoyment of Unit Owners and their guests. The pool cannot be rented for parties and is not included in special event reservations.

(C) No more than four (4) guests per Unit may be invited to the pool at one time; and Unit Owners must be in attendance at all times while their guests are in the pool area. Children ages 3 and under do not count against your allotted number of guests.

(D) The pool season will open the weekend of Memorial Day and end the weekend of Labor Day. The Board may extend the season based upon weather.

(E) No lifeguard is on duty -children under 14 years of age must be accompanied by an Adult Unit Owner.

(F) No running or diving in the pool area.

(G) No glass, gum or tobacco products may be brought into the pool area. No food or beverage will be consumed within 6 feet of the pool's edge.

(H) Proper swimwear is required while swimming in the pool -no cutoffs, long pants, etc.

(I) Pool gate must be closed at all times.

(J) No pets allowed inside fenced pool area.

(K) Small water toys only are allowed in the pool and to be taken with you when you leave the pool area. Water guns and water balloons are not allowed.

(L) Radios, tape players, CD players may only be used with headphones.

(M) Sanitary behavior standards must be adhered to at all times -no person with a communicable disease or open wound is allowed in the pool -per Wisconsin State Pool Code Standards. Showering before using the pool and after using the toilet is required by the Wisconsin State Code.

(N) Wherever possible, the “buddy” system should be used so no one is alone in the pool or pool area.

(O) Footwear is required when entering the Clubhouse.

(P) Dry clothing as a wrap or cover over swimming suit attire should be worn when walking to and from your residence to the pool area and when entering the Clubhouse.

(Q) If non toilet trained children are permitted in the pool, the children shall be required to wear swim diapers.

New Port Vista Rental Rules

Adopted May 20, 2020

1) All Leases and Rental Agreements must be a minimum of twelve months. Once this minimum requirement has been fulfilled, the lease can only be renewed one (1) time for an additional 6 months, provided that the tenant(s) and each of their guests have incurred no more than three (3) violations within the lease year. No more than six (6) residential Units may be leased to and occupied by non-Unit Owners at any one time.

2) All Leases and Rental Agreements shall be in writing; before any lease is offered to or executed by any prospective tenant, each Unit Owner who intends to lease a residential Unit to any third party shall first notify the Association's property manager in writing of such intention and the property manager shall issue a written statement, within five (5) business days after receipt of such notice, advising the Unit Owner of the number of residential Units then under valid leases and whether the Unit Owner's residential Unit may be leased to a third party in accordance with this rule.

3) Before any lease becomes effective, any Unit Owner who desires to lease his or her Unit must use the Association's property manager, at the Unit Owner's expense, to obtain a credit report, conduct a criminal background check and approve of any prospective tenant for the Unit on behalf of the Association, using reasonable industry screening and approval standards (the Unit Owner may also engage the Association's property manager to locate a tenant and negotiate a lease, at the Unit Owner's option and expense).

4) Each Lease or Rental Agreement shall contain: (i) a copy of these Rules and Regulations and a written provision requiring that the tenant(s) and each of their guests shall abide by these Rules and Regulations, as they exist and may be amended from time to time; (ii) a written provision prohibiting subletting or assignment by the tenant; (iii) a signature from the Lessee acknowledging that they are informed of the rules.

5) To prevent a violation of financing requirements imposed by entities such as the FHA, Fannie Mae and Freddie Mac, which violation could potentially restrict or prohibit existing and prospective Unit Owners from obtaining mortgage financing, not more than six (6) residential Units may be leased to and occupied by non-Unit Owners at any one time (for purposes of this section, use of a Unit by an immediate family member of the Unit Owner shall not be considered as a leased Unit) and no Unit may be leased for no less than six months..

6) Copies of all executed Leases or Rental Agreements and the name(s) and contact information of the principal tenant shall be provided by the Unit Owner/Landlord to the Association's property management company/secretary within seven days after the execution of the lease; any rental or other financial or confidential information or terms may be removed from the copy of the Lease or Rental Agreement provided to the Association's property manager. Additionally, it is required that the tenant carry a Renter's Insurance Policy, which includes personal property and liability; the Unit Owner must carry a policy ("Condo Rented to Others"), which allows them to rent their unit.

7) Use of a Unit by an immediate family member (including parents, siblings or children) of the Unit Owner shall not be considered a leased unit.

8) All Leases must be written on the RESIDENTIAL LEASE form of the Wisconsin Realtors Association which will be provided to the Unit Owner by the Management Agent.

9) A violations structure for non-compliance will be adapted in order to verify that all Unit Owners and Lessees are abiding by the aforementioned guidelines.

10) A Unit Owner who has leased their unit is no longer afforded the rights to use the amenities. These rights now belong to the Lessee.

IMPORTANT INFORMATION

Please keep this information with your governing documents

NPV Condominium Association, Inc.

RESOLUTION TO ADOPT RULE ON HARASSING AND EXCESSIVE CONTACT

WHEREAS the Board of Directors of NPV Condominium Association, Inc. (the "Association") has the authority to "promulgate and enforce the Rules and Regulations," pursuant to Article IV, Section 4.04(a) of the Bylaws;

THEREFORE, BE IT RESOLVED that the Association adopt the following Rule:

Excessive Contact.

Residents shall not engage in any abusive or harassing behavior, either verbal or physical, or any form of intimidation or aggression directed at other condominium members, residents, guests, occupants, invitees; or, directed at management, its agents, its employees, or vendors.

Harassing behavior will include any unwelcome contact, and excessive contact (email, texts, phone calls, mail, or visits to a home or place of service) to management, its agents, its employees or vendors; the Board, or other Association residents. Harassing behavior will also include physical and/or abusive actions, including defamation, threats, insults, profanity, and obscenities, as well as cyber actions (spreading malicious content and accusations on the internet).

Excessive is defined as more than one (1) contact; either email, text, phone call, mail, or visit to place of service, per week about the same subject or concern.

If a question has been asked and answered and is still being asked, that will be construed as excessive.

If a Unit Owner has more than one concern, they should be addressed in one communication. Those concerns may be acted on individually or as a group by the Board or management company, dependent upon the concerns or situations. The Unit Owner will be notified by the Board or management company what determination was made about their concern by email, if possible, or mail.

In addition, no Unit Owner may interfere with any contracted vendor performing work at the direction of the Board or the Management Company. That will be deemed as harassment and may be subject to possible fines.

Finally, any disruptive or harassing behavior by a Unit Owner or his or her proxy holder at an owners' meeting may result in fines being assessed to the Unit Owner.

Violations of any of the above-stated Rules will be subject to fines above and beyond the regular fine structure within the Association's Enforcement policy. Specifically, violators are subject to fines of up to \$1,000 per violation.

BE IT FURTHER RESOLVED that a copy of this resolution shall be sent to all homeowners at their last known addresses.

The Board of Directors adopted this resolution on 11/26, 2025, with the Rule to take effect on 12/26, 2025.

President

Paula Wycklund

Secretary

Jill Stellmacher

IMPORTANT INFORMATION

Please keep this information with your governing documents

NPV Condominium Association, Inc.

RULES ENFORCEMENT AND GRIEVANCE PROCEDURE RESOLUTION

WHEREAS the Board of Directors of NPV Condominium Association, Inc. (the "Association") has the authority to "promulgate and enforce the Rules and Regulations," pursuant to Article IV, Section 4.04(a) of the Bylaws; and

WHEREAS there is a need to ensure that the members of the Association obey the Rules of the Association and that the Association provide due process while enforcing the rules contained in its governing documents;

THEREFORE, BE IT RESOLVED that the Association adopt the following Rules Enforcement and Grievance Procedure, which shall replace any previously adopted Rules to the contrary:

1. The following is a schedule of the fines that will be imposed for non-compliance with the law, the Declaration, Bylaws, rules, regulations, covenants, conditions or restrictions (herein collectively "Condominium Documents"):
 - a. **A WRITTEN WARNING for a Unit Owner or resident's first violation** of the Condominium Documents. In addition, a member of the Board may attempt to contact the offending party to explain the violation and the need that all residents and Unit Owners comply with the Condominium Documents.
 - b. **FIFTY DOLLARS (\$50.00)** shall be assessed against a resident or Unit Owner for a second violation of the Condominium Documents (or for the violation that remains after the Unit Owner has received the warning letter discussed in 1.a). The second violation does not need to be the same violation as the first violation in order for the \$50 fine to be assessed.
 - c. **ONE HUNDRED DOLLARS (\$100.00)** shall be assessed against a resident or Unit Owner for each successive violation of the Condominium Documents.
 - d. Notwithstanding paragraphs (a-c) immediately above, **THREE HUNDRED DOLLARS (\$300.00)** shall be assessed for each violation of the Condominium Documents, when in the sole opinion of the Board of Directors the violation meets one or more of the following criteria:

1. The violation is in direct defiance of a previous mandate from the Board of Directors.
 2. The violation was malicious in its intent.
 3. The violation is evidence of a pattern of the resident's or Unit Owner's non-compliance with the Condominium Documents.
 4. The violation is of such a nature that the violation cannot be corrected and/or that direct monetary restitution cannot be determined. *(e.g. if alterations are made that cannot be restored to their original state.)*
2. Each day that a violation exists shall be a new violation subject to fine at the discretion of the Board.
3. If a tenant commits a violation, notice of the violation shall be sent to both the current tenant and owner of the unit, inclusive of any fine amounts.
4. **Attorney Fees**
 - a. The Board may also assess a Unit Owner who has violated the Condominium Documents for the actual attorney fees incurred associated with reviewing the facts and Condominium Documents and advising the Board.
 - b. In the event that the Association retains an attorney to collect any funds due, enforce any rule within its governing documents, bring any claim against a Unit Owner or defend any claim or allegation by a Unit Owner, including any counterclaim, the Association shall, if it is the prevailing party in the claim or defense, be entitled to collect from the Unit Owner all of its costs and expenses, including reasonable attorney fees. In the event that the Association retains an attorney to represent the Association's interest in a suit filed by the Unit Owner's mortgage company in which the Association is a named defendant, the Association shall be entitled to collect from the Unit Owner all of its costs and expenses, including reasonable attorney fees. **This Rule does not apply to owners' fair housing complaints, neither State nor Federal.**
5. Any Unit Owner or resident who has been accused of violating the Condominium Documents or been fined may demand that the matter be heard by a Grievance Committee. Such demand must be in writing and provided to the Board of Directors within 14 calendar days of the notice of the violation or fine. If no demand is made within 14 calendar days, then the finding of a violation and/or fine shall be final and binding. If a demand is timely made, the matter shall be submitted to the Grievance Committee within seven (7) days.
6. **GRIEVANCE COMMITTEE RULES AND PROCEDURES:**

- a. The Grievance Committee shall consist of three (3) members at large of the Association who are chosen by the Board. The members at large shall not be officers or members of the Board of Directors of the Association. The Grievance Committee shall consist of three (3) members at large of the Association who are chosen by the Board, not more than one of whom may be a current Board member or officer.
- b. The Grievance Committee may either be a standing committee, with each member serving for one (1) year, or the committee may be *ad hoc* and appointed on an as-needed basis by the Board of Directors.
- c. For any grievance hearing, a majority vote of the Committee will determine the action and decisions of the Committee.
- d. Members serving on any Grievance Committee must not be directly involved in the specific dispute at hand. If the Board is unable to find at least two (2) members of the Association who are not directly involved with the dispute, the Board may hire a third party/mediator to act as the Grievance Committee.
- e. Upon receipt by the Grievance Committee of a grievance, the matter shall proceed as follows:
 - 1. A letter shall be sent by certified mail, return receipt requested, informing all parties:
 - a. Of the time, place and date of a hearing before the Grievance Committee.
 - b. Of the right to counsel.
 - c. That evidence shall be received and a record made whether or not the party complained against attends.
 - 2. The hearing shall be divided into two (2) sections:
 - a. The hearing.
 - b. The determination and decision.
 - 3. The Hearing Section shall be open to only the Grievance Committee, the parties involved, their attorneys and witnesses.
 - 4. The Determination and Decision Section of the meeting shall be open only to the Grievance Committee, and possibly the attorney for the Association if so requested by the Grievance Committee. The

decision will be rendered in writing to all concerned parties within five (5) business days of the hearing.

5. If the complainant, or their representative, fails to appear at the hearing without a valid excuse acceptable by the Grievance Committee, the grievance shall be dismissed without prejudice and reasonable and necessary costs incurred by the responding party assessed against the complaining party.
 6. If the alleged offender fails to appear, the complainant must prove his/her grievance and no presumption shall be made against the alleged offender for non-appearance.
 7. The burden of proof shall be on the complainant to prove the grievance by a preponderance of the evidence.
- f. The decision of the Grievance Committee is final and binding. There shall be no appeal of the decision absent evidence that:
1. The award was procured by corruption, fraud or undue means;
 2. There was evident partiality or corruption on the part of the Grievance Committee, or any of them;
 3. The members of the Grievance Committee were guilty of misconduct in refusing to postpone the hearing, upon sufficient cause shown, or in refusing to hear evidence pertinent and material to the controversy; or of any other misbehavior by which the rights of any party have been prejudiced;
 4. The Grievance Committee exceeded its powers, or so imperfectly executed them that a mutual, final and definite award upon the subject matter submitted was not made.

BE IT FURTHER RESOLVED that a copy of this resolution shall be sent to all homeowners at their last known addresses.

The Board of Directors adopted this resolution on 11/26, 2025 with the policy to take effect on 11/26, 2025

President 
Secretary 