

DISCLOSURE MATERIALS
FOR
ELM GROVE TERRACE OWNER'S ASSOCIATION, INC.

Property Address:
13335 Watertown Plank Road
Elm Grove, Wisconsin 53122

1. THESE ARE LEGAL DOCUMENTS COVERING YOUR RIGHTS AND RESPONSIBILITIES AS A CONDOMINIUM OWNER. IF YOU DO NOT UNDERSTAND ANY PROVISIONS CONTAINED IN THEM, YOU SHOULD OBTAIN PROFESSIONAL ADVICE.
2. THESE DISCLOSURE MATERIALS GIVEN TO YOU AS REQUIRED BY LAW MAY, WITH THE EXCEPTION OF THE EXECUTIVE SUMMARY, BE RELIED UPON AS CORRECT AND BINDING. FOR A COMPLETE UNDERSTANDING OF THE EXECUTIVE SUMMARY, CONSULT THE DISCLOSURE DOCUMENTS TO WHICH A PARTICULAR EXECUTIVE SUMMARY STATEMENT PERTAINS. ORAL STATEMENTS MAY NOT BE LEGALLY BINDING.
3. YOU MAY AT ANY TIME WITHIN 5 BUSINESS DAYS FOLLOWING RECEIPT OF THESE DOCUMENTS, OR FOLLOWING NOTICE OF ANY MATERIAL CHANGES IN THESE DOCUMENTS, CANCEL IN WRITING THE CONTRACT OF SALE AND RECEIVE A FULL REFUND OF ANY DEPOSITS MADE. IF THE SELLER DELIVERS LESS THAN ALL OF THE DOCUMENTS REQUIRED, YOU HAVE 5 BUSINESS DAYS FOLLOWING RECEIPT OF THE DOCUMENTS, TO CANCEL IN WRITING THE CONTRACT OF SALE OR, IF THE SELLER DELIVERS A COVER SHEET AND INDEX, TO DELIVER A WRITTEN REQUEST FOR ANY MISSING DOCUMENTS. SEE THE INDEX, IF ANY, FOLLOWING THIS INFORMATION TO DETERMINE IF DOCUMENTS ARE MISSING. IF YOU TIMELY DELIVER A WRITTEN REQUEST FOR MISSING DOCUMENTS, YOU MAY, AT ANY TIME WITHIN 5 BUSINESS DAYS FOLLOWING THE EARLIER OF EITHER THE RECEIPT OF THE REQUESTED DOCUMENTS OR THE SELLER'S DEADLINE TO DELIVER THE REQUESTED DOCUMENTS, CANCEL IN WRITING THE CONTRACT OF SALE AND RECEIVE A FULL REFUND OF ANY DEPOSITS MADE. YOU HAVE NO FURTHER RIGHT TO CANCEL THE CONTRACT OF SALE BASED ON THE DOCUMENTS UNLESS THE DOCUMENTS ARE MATERIALLY CHANGED.

INDEX

ELM GROVE TERRACE OWNER'S ASSOCIATION, INC

1. EXECUTIVE SUMMARY: The Executive Summary highlights for a buyer of condominium unit essential information regarding the condominium. The Executive Summary begins on A-1.
2. DECLARATION: The Declaration establishes and describes the condominium units and the common areas. The declaration begins on page B-1.
3. By-Laws: The By-Laws contain rules which govern the condominium and affect the rights and responsibilities of unit owners. The By-Laws begin on page C-1.
4. ARTICLES OF INCORPORATION: The operation of a condominium is governed by the association of which each unit owner is a member. Powers, duties and operation of an association are specified in its Articles of Incorporation. The Articles of Incorporation begin on page D-1.
5. MANAGEMENT OR EMPLOYMENT CONTRACTS: Certain services are provided to the condominium through contracts with individuals or private firms. These contracts begin on page E-1.
6. ANNUAL OPERATING BUDGET: The association incurs expenses for the operation of the condominium which are assessed to the unit owners. The operating budget is an estimate of those charges which are in addition to mortgage and utility payments. The Budget begins on page F-1.
7. LEASES: There are no leased facilities at this condominium.
8. EXPANSION PLANS: There are no expansion plans in effect at this condominium.
9. FLOOR PLAN(S) AND MAP: The seller has provided a floor plan of the unit being offered for sale and a map of the condominium which shows the location of the unit you are considering and all facilities and the common areas which are part of the condominium. The floor plan(s) and map begin on page G-1.
10. RULES AND REGULATIONS: The Rules and Regulations for the condominium are promulgated by the association. The Rules and Regulations begin on page H-1.
11. STATUTORY RESERVE ACCOUNT: The condominium does not have a Statutory Reserve Account. The Statutory Reserve Account Statement begins on page I-1.

ELM GROVE TERRACE OWNERS ASSOCIATION, INC.

DISCLOSURE MATERIALS

SECTION A

EXECUTIVE SUMMARY

Executive Summary

Elm Grove Terrace, a Condominium

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

1. **Condominium Name.** Elm Grove Terrace, a Condominium.
2. **Condominium Governance.** The condominium is governed by the Elm Grove Terrace Owner's Association, Inc. (the "Association"), a Wisconsin non-stock corporation. All unit owners are members of the Association.

- For specific information, see: Declaration, Article VI; Bylaws, Article II § 2.

3. **Association Management.** The Association has engaged Hunt Management Incorporated to serve as the Managing Agent for the condominium.

4. **Association Contact Information.**

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

5. **Can the condominium be expanded in the future?** No. The right to expand the condominium has expired.
6. **Does the condominium have special amenities or features?** Yes, this condominium has a party room and laundry facilities. All unit owners have access to these special amenities.
7. **Maintenance and Repair of Units.** Unit owners shall maintain in good condition and repair and replace all of the components or installations within or appurtenant to the unit, including, but not limited to all utility lines and installations, fixtures, the heating and air-conditioning equipment, appliances, interior walls, partitions, flooring, ceilings, window frames, windows and doors (including glass and locks).

- For specific information, see: Declaration, Article I § 1 and Article VII § 1; Bylaws, Article VIII § 1(a).

8. Maintenance and Repair of Limited Common Elements.

Unit Owner Responsibilities: Each unit owner shall keep the limited common element balcony and/or patio appurtenant to his or her unit and the parking area reserved exclusively for that unit owner in a clean and neat condition.

Association Responsibilities: The maintenance, repair, replacement, and operation of the common elements and limited common elements shall be the responsibility of the Association.

- For specific information, see: Declaration, Article IV and Article VII §§ 1(c) and 2; Bylaws, Article V § 3(2) and Article VIII § 1(a).

9. Maintenance and Repair of Common Elements.

Association Responsibilities: The maintenance, repair, replacement, and operation of the common elements and limited common elements shall be the responsibility of the Association. The common elements include, but are not limited to all of the condominium improvements, areas, fixtures, equipment and facilities related thereto or used in connection therewith, except the individual units, including the party room, elevators, roofs, and exterior walls.

How does the Association pay for repairs and replacements? The Association maintains an operating fund and a reserve fund. Routine maintenance and repair of the common elements is funded through unit owner assessments and paid through the operating fund. For extraordinary or unexpected expenses, the Association may also use the reserve fund or special assessments to fund such repairs or replacements, as determined by the Board of Directors.

- For specific information, see: Declaration, Article III, Article VII § 2, and Article VIII; Bylaws, Article VII §§ 1 and 2.

10. Alterations of Units and Limited Common Elements. No unit owner shall make any structural change to his or her unit, to the exterior of the unit, or to the common elements without the prior written consent of the Board of Directors.

- For specific information, see: Declaration, Article VII §§ 3 and 4; Rules and Regulations § "Remodeling and Interior Decorating within Your Unit."

11. Parking.

Availability: Number of parking spaces assigned to each unit: **1-2**.

Units are assigned either one (1) or two (2) limited common element parking spaces located in the parking garage.

Cost: There is no additional cost for parking.

Guest Parking: Guests may park in the surface parking lot on the west side of the building.

Additional Parking Rules and Restrictions: See Declaration, Article IV; Bylaws, Article VIII §§ 3(g), 4(d), and 5(c) (as amended); Rules and Regulations §§ “Garage” and “Parking Regulations.”

- 12. Rental of Units:** No rental, lease or other occupancy of a unit is permitted without simultaneous unit occupancy by the unit owner. There is an exception for members of the unit owners’ immediate family members. There is also a special hardship exception as determined by the Board of Directors.

In the event a rental or lease is permitted, the unit owner shall provide to the Association a written copy of the rental or lease agreement.

- For specific information, see: 5th Amendment to Declaration, Article VII § 5(a);

13. Pets:

Number of Pets Allowed Per Unit: Pets are not allowed to be kept in the units.

- For specific information, see: Declaration, Article IX § 3; Bylaws, Article VIII § 4(b); Rules and Regulations § “Miscellaneous Issues.”

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

Declaration: The Declaration may be amended with the written consent of not less than seventy-five percent (75%) of the unit owners, subject to mortgagee approval.

By-Laws: The Bylaws may be amended by the affirmative vote of not less than 34 units, or two-thirds (2/3) of the unit owners.

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

- For specific information, see: Declaration, Article XIV; Bylaws, Article V § 3(1) Article IX.

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

16. First Right to Purchase a Unit: The Association has a first right to purchase a unit (also known as a “right of first refusal”).

- For specific information, see: Declaration, Article IX § 9.

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

(However, please note that there is “Move-in/Move-Out” fee of \$500.00 that is due at the time an owner moves in or out. See the “Move In & Out Policy” for more information.)

18. Disclosure Material Fee: The Association charges \$25.00, plus postage, for a hard copy of the disclosure materials. The disclosure materials are available at no cost on the Managing Agent’s website.

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

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

21. Reserve Balance. The amount of the reserve balance is \$ 86,872 This amount is current as of December 31, 2025.

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

This Executive Summary was prepared or revised on February 6, 2026.

ELM GROVE TERRACE OWNERS ASSOCIATION, INC.

DISCLOSURE MATERIALS

SECTION B

DECLARATION

"DISCLOSURE MATERIALS"

ELM GROVE TERRACE, A CONDOMINIUM
13335 W. WATERTOWN PLANK RD.
CITY OF ELM GROVE, WISCONSIN

DECLARANT

THOMAS J. THOMSON
10125 W. NORTH AVENUE
CITY OF WAUWATOSA, WISCONSIN

COACHLIGHT REALTY, DECLARANT'S AGENT

10125 W. NORTH AVENUE
CITY OF WAUWATOSA, WISCONSIN

THESE ARE THE LEGAL DOCUMENTS COVERING YOUR RIGHTS AND RESPONSIBILITIES
AS A CONDOMINIUM OWNER. IF YOU DO NOT UNDERSTAND ANY PROVISIONS CONTAINED
IN THEM, YOU SHOULD OBTAIN PROFESSIONAL ADVICE.

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

YOU MAY AT ANY TIME WITHIN 5 BUSINESS DAYS FOLLOWING RECEIPT OF THESE
DOCUMENTS, OR FOLLOWING NOTICE OF ANY MATERIAL CHANGES IN THESE DOCUMENTS,
CANCEL IN WRITING THE CONTRACT OF SALE AND RECEIVE A FULL REFUND OF ANY
DEPOSITS MADE.

INDEX

The Disclosure Materials the Declarant is required by law to provide to each prospective condominium purchaser contains the following documents and exhibits:

1. DECLARATION. The Declaration establishes and describes the condominium, the Units and the common areas. The Declaration begins on page one (1).
2. FLOOR PLAN AND MAP. The Declarant has provided a floor plan of the Unit being offered for sale and a map of the condominium which shows the location of the Unit you are considering and all facilities and common areas which are part of the condominium. The legal descriptions for declared and expansion property, survey map, building unit identification, and floor plans begin on page sixteen (16).
3. EXPANSION PLANS. The Declarant has not reserved the right to expand the condominium.
4. BYLAWS. The Bylaws contain rules which govern the condominium and effect the rights and responsibilities of Unit owners. The Bylaws begin on page twenty-four (24).
5. ARTICLES OF INCORPORATION. The operation of a condominium is governed by the Association, of which each Unit owner is a member. Powers, duties, and operation of an Association are specified in its Articles of Incorporation. The Articles of Incorporation begin on page thirty-five (35).
6. MANAGEMENT OR EMPLOYMENT CONTRACTS. Certain services are provided to the condominium through contracts with individuals or private firms. These contracts begin on page forty (40).
7. ANNUAL OPERATING BUDGET. The Association incurs expenses for the operation of the condominium which are assessed to the Unit owners. The operating budget is an estimate of those charges which are in addition to mortgage and utility payments. The budget begins on page fifty-nine (59).

DECLARATION
TABLE OF CONTENTS

DECLARATION OF CONDOMINIUM OF ELM
GROVE TERRACE OWNER'S ASSOCIATION, INC.

ARTICLE I	DIVISION OF PROJECT INTO SEPARATE FREEHOLD ESTATES	PAGE	2
ARTICLE II	DESCRIPTION AND LOCATION OF THE BUILDING AND UNITS	PAGE	2
ARTICLE III	DESCRIPTION OF COMMON ELEMENTS AND GENERAL COMMON ELEMENTS	PAGE	2
ARTICLE IV	DESCRIPTION OF UNIT - LIMITED COMMON ELEMENTS	PAGE	3
ARTICLE V	PERCENTAGE OF OWNERSHIP IN COMMON ELEMENTS	PAGE	3
ARTICLE VI	ASSOCIATION OF UNIT OWNERS	PAGE	4
ARTICLE VII	MAINTENANCE, ALTERATION AND IMPROVEMENT OF CONDOMINIUM	PAGE	4
ARTICLE VIII	ASSESSMENTS	PAGE	5
ARTICLE IX	RESTRICTIONS ON USE, OCCUPANCY AND TRANSFER	PAGE	6
ARTICLE X	RECONSTRUCTION AFTER LOSS	PAGE	9
ARTICLE XI	INSURANCE	PAGE	11
ARTICLE XII	RIGHTS OF DEVELOPER	PAGE	12
ARTICLE XIII	SEPARATION OF UNITS	PAGE	13
ARTICLE XIV	AMENDMENT OF DECLARATION	PAGE	13
ARTICLE XV	REMEDIES FOR VIOLATION BY UNIT OWNER	PAGE	14
ARTICLE XVI	SERVICE OF PROCESS	PAGE	14
ARTICLE XVII	RIGHT OF ENTRY	PAGE	14
ARTICLE XVIII	CONSTRUCTION AND EFFECT	PAGE	14
EXHIBIT A	LEGAL DESCRIPTION OF PROPERTY	PAGE	16
EXHIBIT B-1	SURVEY	PAGE	17
EXHIBIT B-2	SURVEY-EXTERIOR AMENITIES	PAGE	18
EXHIBIT C	UNIT IDENTIFICATION	PAGE	19
EXHIBIT D-1	BUILDING FLOOR PLANS	PAGE	20
EXHIBIT D-2	BUILDING FLOOR PLANS	PAGE	21
EXHIBIT D-3	BUILDING FLOOR PLANS	PAGE	22
EXHIBIT D-4	BUILDING FLOOR PLANS	PAGE	23

DECLARATION OF CONDOMINIUM

OF

ELM GROVE TERRACE

THIS DECLARATION is made and entered into by ELM GROVE TERRACE, a Wisconsin limited partnership (the "Declarant"), pursuant to the provisions of Chapter 703 of the Wisconsin Statutes, the Condominium Ownership Act, as the same may be amended, renumbered or renamed from time to time (the "Act").

WITNESSETH:

Declarant owns certain real property (the "Property"), in the Village of Elm Grove, County of Waukesha, Wisconsin, described on Exhibit A appended hereto. Declarant has constructed on the Property a building ("Building") containing a total of fifty (50) residential dwelling units, together with certain other improvements in connection therewith. The Property, together with all buildings and improvements, is hereinafter called the "Condominium."

Declarant desires and intends by this Declaration to submit the Property and improvements to the condominium form of ownership under the Act and further desires to establish for its own benefit and that of all future owners and occupants of the Condominium certain easements and rights in, over and upon the Condominium and certain mutually beneficial restrictions and obligations with respect to the ownership, use and maintenance thereof, all on the terms and conditions hereinafter set forth.

The address of the Condominium is 13335 West Watertown Plank Road, Elm Grove, Wisconsin 53122.

The right to separate one of the Units created herein has been reserved. Upon each separation, each Unit resulting therefrom shall be treated as though it were originally declared herein.

NOW, THEREFORE, Declarant, the fee owner of the Property, by this Declaration hereby (i) submits the Property and the improvements, subject to taxes and assessments not yet due and payable, municipal and zoning ordinances, recorded easements and restrictions, and all other matters of record, to the condominium form of use and ownership as provided in the Act and this Declaration, the Condominium to be known as ELM GROVE TERRACE, a Condominium"; (ii) establishes and imposes the following provisions, restrictions, conditions, easements and uses to which the Condominium may be put; and (iii) specifies that the provisions of this Declaration shall constitute covenants to run with the land and shall be binding on Declarant, its successors and assigns, and all subsequent owners and occupants of all or any part of the Condominium.

Mark J. [Signature]
Registered Land Surveyor

SURVEYOR

ARTICLE I

DIVISION OF PROJECT INTO SEPARATE FREEHOLD ESTATES

Declarant divides the Condominium into the following separate freehold estates:

1. Fifty (50) separately designated and described freehold estates (collectively called the "Units" and individually called a "Unit"), consisting of the space or area of the Building contained within the boundaries of each of the Units as hereinafter described. The boundaries of each such Unit are as follows:

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

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

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

2. A freehold estate in the "Common Elements" of the Condominium as hereinafter described.

ARTICLE II

DESCRIPTION AND LOCATION OF THE BUILDINGS AND UNITS

The Building and other improvements are shown on the site map and survey appended hereto as Exhibit B.

The respective addresses of the Units are described on the Building Unit Identification appended hereto as Exhibit C. The Units and their respective designations and locations within the Building and the Common Elements to which the Units have access are shown on the floor plans of the Condominium appended hereto as Exhibit D.

Each Unit shall be separately metered for electricity and shall have separate heating and air-conditioning systems and hot water heaters. The Building is served by a single water well and payment of water and sewer charges shall be a common expense of the Condominium.

ARTICLE III

DESCRIPTION OF COMMON ELEMENTS AND GENERAL COMMON ELEMENTS

The Common Elements shall consist of all of the Condominium improvements, areas, fixtures, equipment and facilities related thereto or used in connection therewith,

except the individual Units. The General Common Elements shall consist of all of the Common Elements, including the party room, elevators, etc., and except those items described in Article IV.

ARTICLE IV

DESCRIPTION OF UNIT - LIMITED COMMON ELEMENTS

A portion of the Common Elements is herein designated as "Unit - Limited Common Elements", the exclusive use of which is reserved for the owner or occupant of the Unit to which it is appurtenant. The Unit - Limited Common Elements consist of the following:

a. The outside balcony immediately adjacent and appurtenant to each Unit to which it has access by a door from the Unit and, if applicable, the stairs and patio which are contiguous to such balcony as shown on Exhibit B;

b. One (1) or more parking spaces assigned to each Unit to be designated by the numbers shown on Exhibits (B) and D; and

c. One (1) mailbox located in the lobby of the Building.

Any subsequent conveyance of a Unit, subject to the following sentence, shall be deemed to convey with it the right to use such parking spaces in the same manner as the other interests in the Common Elements appurtenant to such Unit. Any Unit owner may convey and assign or may lease or license the right to use such parking space to any other Unit owner; an owner conveying such use shall have no further right to the use of such space.

The four closets located adjacent to the rear elevator (as shown on Exhibit D) are reserved for the use of the parties occupying the same at the time of the recording hereof. At such time as each of the parties abandons such closet for any reason, each closet shall thereupon become a General Common Element under the administration of the Association.

ARTICLE V

PERCENTAGE OF OWNERSHIP IN COMMON ELEMENTS

Each Unit owner shall own 1/50th or 2.00% undivided interest in the Common Elements.

The common surpluses and expenses of the Condominium shall be shared among the owners of Units according to the percentage of their respective undivided interest in the Common Elements.

All common surpluses of the Condominium for each fiscal year of the Association shall be credited to the reserves or replacement funds for common expenses of the

Condominium for the next succeeding fiscal year or years in accordance with the percentage of undivided interest of each Unit owner as aforesaid.

ARTICLE VI

ASSOCIATION OF UNIT OWNERS

The Condominium shall be administered and operated by a non-profit corporation known as Elm Grove Terrace Owners Association, Inc. (the "Association") and shall be administered and operated in accordance with the By-Laws ("By-Laws") and the Rules and Regulations ("Rules and Regulations") of the Association. The affairs of the Association shall be managed by a Board of Directors (the "Board of Directors"), consisting of such number of persons as provided in the By-Laws; provided, however, that prior to the conveyance by Declarant of thirteen Units to purchasers, the Association shall hold a meeting and the Unit owners other than the Declarant shall elect at least 25% of the Board of Directors, and prior to the conveyance by Declarant of twenty-five Units to purchasers, the Association shall hold a meeting and the Unit owners other than the Declarant shall elect at least 33-1/3% of the Board of Directors.

Subject to Article XII, the Board of Directors may employ a professional property manager, management company or managing agent on a salaried basis with such experience and qualifications and on such terms and conditions as may be acceptable to the Board of Directors. Each owner of a Unit shall be a member of the Association and entitled to one vote for each Unit owned. Membership shall terminate concurrently with termination of ownership.

Declarant shall convey one (1) Unit to the Association for use by the manager of the Condominium. The costs of maintaining such Unit, including the assessment attributable thereto, shall be paid or credited by the Association while such Unit is owned by the Association. Nothing contained herein shall prohibit the Association from selling such Unit.

ARTICLE VII

MAINTENANCE, ALTERATION AND IMPROVEMENT OF CONDOMINIUM

Responsibility for maintenance of the Condominium and restrictions upon the alteration and improvement thereof are as follows:

1. The owner of each Unit shall: (a) maintain in good condition and repair and replace all of the components or installations within or appurtenant to the Unit, including but not limited to, all utility lines and installations, the heating and air conditioning system for the Unit, fixtures, appliances, equipment, interior walls, partitions, flooring, ceilings, windows, window frames and doors, including all glass and locks in windows and doors; (b) paint and decorate the interior of the perimeter walls and all walls and surface areas within the Unit; (c) keep the balcony appurtenant to the Unit in a clean and neat condition, clear of snow, ice and water;

(d) keep and maintain in good and orderly condition and repair the portion of the Unit - Limited Common Elements appurtenant to the Unit; and (e) repair and replace any portion of the Common Elements damaged through the fault or negligence of such owner or such owner's family, guests or invitees or any other occupants of the Unit.

2. The Association shall maintain in good condition and repair, replace and operate all of the Common Elements, except as provided above.

3. An owner of a Unit shall make no changes within such Unit which will affect the structural soundness of the Building of which it is a part and shall promptly report to the Association any need for repairs which are the Association's responsibility.

4. No Unit owner shall paint, decorate or alter the appearance of the Common Elements without the consent of the Board of Directors. No owner of a Unit, except the Declarant, may erect, post or display posters, signs, or advertising material on or in the Common Elements; provided, however, that any owner of a Unit may erect or post a temporary sign of customary and reasonable dimension relating to the open house of a Unit for sale or lease. No awnings, enclosures or storm doors or windows shall be installed on patios or balconies. No grills shall be used or stored on balconies unless they are of the type using a cover in place while in use. Balconies shall not be used for storage, including the storage of motorcycles, baby carriages, bicycles, wagons, etc. or for handling, shaking or drying of laundry, carpet, rugs or clothing.

5. Except as reserved to the Declarant, its successors and assigns, the Association shall not make or permit any alterations to the exterior of the Building or make any other substantial alterations or additions of a structural nature or otherwise to the Common Elements without the affirmative vote of at least 2/3 of the Board of Directors. In no case shall any such alterations or additions prejudice the rights of any owner of a Unit unless his written consent has been obtained.

ARTICLE VIII

ASSESSMENTS

The By-Laws shall set forth the manner of making and collecting assessments against the Unit owners for common expenses of the Condominium. Each Unit owner shall be liable for such fractional or percentage interest of the common expenses of the Condominium as is provided in Article V hereof. Any assessment or installment not paid within ten (10) days of its due date shall be delinquent and the Unit owner shall be charged interest at the rate of Twelve (12%) Percent per annum on the unpaid assessment or installment, calculated from the date when the assessment or installment was first due until the date it is paid. All payments upon account shall be first applied to the interest, if any, and then to the assessment payment first due. If a Unit owner defaults in the payment of any assessment or installment, the Association shall take appropriate measures as provided by law in accordance with the By-Laws.

The lien for unpaid assessments provided in the Act shall also secure reasonable attorney's fees incurred by the Association incident to the collection of such assessment or enforcement of such lien. In any foreclosure of a lien for assessments, the owner of a Unit subject to a lien shall be required to pay a reasonable rental for the Unit and the Association shall be entitled to the appointment of a receiver to collect the same.

ARTICLE IX

RESTRICTIONS ON USE, OCCUPANCY AND TRANSFER

Each Unit and every owner of a Unit shall be subject to the following restrictions, covenants and conditions:

1. Each Unit shall be occupied and used only for private dwelling purposes and for no other purposes. No trade or business shall be carried on anywhere within the Condominium, except as otherwise provided herein.

2. The Declarant may lease a Unit on such terms and conditions as it desires in its sole discretion. Any owner other than Declarant may lease a Unit for a term of not less than twelve (12) months. Any person occupying a Unit with the authority of an owner shall comply with all of the restrictions, covenants and conditions imposed hereunder on an owner. No rooms in any Unit may be rented and no transient tenants may be accommodated. Except as reserved to the Declarant, its successors or assigns and as reserved in Article XIII hereof, no Unit owner may subdivide his Unit.

3. No animals, reptiles or birds shall be permitted within the Condominium, except those pets which may be on the premises at the time of recording hereof. Pets in replacement thereof shall not be permitted.

4. No owner shall cause or permit the Common Elements, except the Unit - Limited Common Elements, to be so used as to deny to other owners the full use of such portion of the Common Elements. Accordingly, there shall be no obstruction of any Common Elements. Walks and drives shall be kept clean and orderly and free of obstructions. Junked, inoperative or unlicensed vehicles and vehicles licensed as trailers, vans, trucks, campers, camping trucks, house trailers, boats, boat trailers, motorcycles, snowmobiles or land vehicles or the like shall not be stored, parked or placed on the Condominium. No vehicle shall occupy, park upon or otherwise block the access to or exit from another Unit or the approach thereto. No maintenance or lubrication of any vehicle shall be permitted anywhere on the Condominium. Bicycles shall be placed only in those areas designated by the Association.

5. The unreasonable or unsightly accumulation of waste, litter, excess or unused building materials or trash is prohibited, and garbage containers shall be situated only in designated locations. No materials shall be consumed by fire in incinerators, open fires or elsewhere, except in the incinerators which are part of the Common Elements.

6. No antennas for television or aeriels for radios shall be erected on any roof or any other portion of the Condominium, except any community antennas or cable receivers erected by Declarant or the Association or any individual antennas erected or installed with the prior consent of the Board of Directors. No structure, trailer, tent, shack or barn, temporary or otherwise, except for those maintained by Declarant, shall be placed or maintained on any portion of the Condominium nor shall any clothes hangers or clothesline be placed or maintained within or on the Condominium.

7. The owner of a Unit shall not be deemed to own any supply lines, waste lines, pipes, wires, conduits or public utility lines running through said Unit which are utilized for or serve more than one Unit, except as a tenant in common with the other Unit owners.

8. If any portion of the Common Elements encroaches upon a Unit, or any Unit encroaches upon the Common Elements or upon any other Unit, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. If the Building is partially or totally destroyed and then rebuilt, minor encroachments of parts of the Common Elements due to construction shall be permitted and a valid easement for such encroachments and the maintenance thereof shall exist from the owners of Units in the Building.

9. An owner of a Unit, other than the Declarant, desiring to convey title to such Unit shall, when he has received a bona fide offer therefor, notify the Board of Directors in writing of his intention and desire to convey pursuant to the bona fide offer he has received. Such notice shall supply the name of the proposed purchaser, the terms and conditions of the proposed transaction, the proposed date of conveyance and his commitment to convey in accordance with such offer if the Association does not adopt such offer hereunder. For a period of ten (10) days following receipt of such notice by the Association, it shall have the right to adopt such offer and purchase such Unit upon the terms and conditions stated in such offer. The adoption shall be in writing and conveyance shall be made in accordance with the terms and conditions of the adopted offer. If such offer is not adopted by the Association within such ten (10) day period, the owner shall have the right, continuing for three (3) months thereafter, to convey in accordance only with the offer as such offer was presented to and not accepted by the Association. If the conveyance pursuant to a particular offer does not occur within three (3) months after the expiration of such ten (10) day period, then any new offer shall or shall again, as the case may be, be submitted to the Board of Directors as provided herein.

The preceding paragraph shall not apply to any transfers made solely for the purpose of securing the performance of an obligation, transfers involving a foreclosure sale or other judicial sale or transfers to a mortgagee in lieu of foreclosure, transfer by a mortgagee following foreclosure or any proceeding or arrangement in lieu thereof, the transfer of one joint tenant's interest to the other joint tenant, or transfers by will or intestate distribution. Upon request, the Association shall provide a certificate stating that the foregoing provisions have been complied with or waived by act

or the passage of time and any certificate so provided shall be conclusive as to matters stated therein.

The Association, upon ten (10) days request, shall provide a letter to the purchaser of any Unit which states the existence, if any, of outstanding general or special assessments against the owner of the Unit being sold. Notwithstanding anything to the contrary contained in the preceding sentence, all Units conveyed by Declarant shall be deemed to be conveyed free from all such outstanding general or special assessments and no such letter shall be required or given as to such Units.

10. Each Unit shall be used only for such purposes and to such extent as will not overload or interfere with any Common Elements or the enjoyment thereof by the owners of other Units.

11. No use or practice shall be allowed on the Condominium which: (a) is a nuisance, or (b) is immoral or improper or offensive in the opinion of the Board of Directors, or requires any alteration of or addition to any Common Elements, or (c) is in violation of the By-Laws or Rules and Regulations of the Association, or (d) unreasonably interferes with or is an unreasonable annoyance to the peaceful possession or proper use of the Condominium by other Unit owners or occupants, including the use of musical instruments, television, or radios at such times or in such volumes of sound as to be objectionable.

12. No Unit owner or occupant shall commit or permit any violation of the policies of insurance taken out by the Board of Directors in accordance with the provisions of Article XI hereof (the "Association Policies"), or do or permit anything to be done, or keep or permit anything to be kept, or permit any condition to exist, which might (i) result in termination of any such policies, (ii) adversely affect the right of recovery thereunder, (iii) result in reputable insurance companies refusing to provide Association Policies, or (iv) result in an increase in the insurance rate or premium unless, in the case of such increase, the Unit owner responsible for such increase shall pay the same. If the rate of premium payable with respect to the Association Policies or with respect to any policy of insurance carried by any Unit owner, as permitted by the provisions of Article XI hereof, shall be increased or shall otherwise reflect the imposition of a higher rate than that applicable to the lowest-rated Unit, (a) by reason of anything that is done or kept in a particular Unit, or (b) as a result of the failure of any Unit owner or any occupant of a Unit to comply with the requirements of the Association Policies, or (c) as a result of the failure of any such Unit owner or occupant to comply with any of the other terms and provisions of this Declaration, the By-Laws or the Rules and Regulations, then the Unit owner of that particular Unit shall reimburse the Association and such other Unit owners respectively for the resulting additional premiums which shall be payable by the Association or such other Unit owners, as the case may be. The amount of any such reimbursement due the Association may without prejudice to any other remedy of the Association be enforced by assessing the same to that particular Unit pursuant to the By-Laws.

13. No unlawful use may be made of the Condominium or any part thereof and each Unit owner shall strictly comply with all valid laws, orders, rules and regulations of all governmental agencies having jurisdiction thereof (collectively "Legal Requirements"). Compliance with any Legal Requirements shall be accomplished by and at the sole expense of the Unit owner or owners or the Board of Directors, as the case may be, whichever shall have the obligation under this Declaration to maintain and repair the portion of the Condominium affected by any such Legal Requirements. Each Unit owner shall give prompt notice to the Board of Directors of any written notice it receives of the violation of any Legal Requirements affecting its Unit or the Condominium. Notwithstanding the foregoing provisions, any Unit owner may, at its expense, defer compliance with and contest, by appropriate proceedings prosecuted diligently and in good faith, the validity or applicability of any Legal Requirements affecting any portion of the Condominium which such Unit owner is obligated to maintain and repair, and the Board of Directors shall cooperate with such Unit owner in such proceedings, provided that:

(i) Such Unit owner shall pay and shall defend, save harmless, and indemnify the Board of Directors, the Association and each other Unit owner against all liability, loss or damage which any of them respectively shall suffer by reason of such contest and any noncompliance with such Legal Requirements, including reasonable attorneys' fees and other expenses reasonably incurred; and

(ii) Such Unit owner shall keep the Board of Directors advised as to the status of such proceedings. ((i) and (ii) above collectively called the "Conditions as to Contest").

Such Unit owner need not comply with any Legal Requirements so long as it shall be so contesting the validity or applicability thereof, provided that (a) noncompliance shall not create a dangerous condition or constitute a crime or an offense punishable by fine or imprisonment, and (b) no part of any Building shall be subject to being condemned or vacated by reason of noncompliance or otherwise by reason of such contest ((a) and (b) are called the "Conditions as to Deferral of Compliance"). The Board of Directors may also contest any Legal Requirements without being subject to the Conditions as to Contest and may also defer compliance with any Legal Requirements, but only subject to the Conditions as to Deferral of Compliance. The costs and expenses of any contest by the Board of Directors shall be a common expense.

14. The occupancy of a Unit by any child under the age of fourteen (14) years is prohibited.

ARTICLE X

RECONSTRUCTION AFTER LOSS

Reconstruction or repair in the event of fire, casualty or disaster shall be in accordance with the following:

1. In the event of fire, casualty or any other disaster affecting one or more of the Units in the Building or other improvements on the Condominium (the "damaged premises"), the damaged premises shall be reconstructed and repaired, unless otherwise provided herein. Reconstruction and repair as used herein shall mean restoring the damaged premises to substantially the same condition they were in prior to the fire, casualty or disaster. The Association shall undertake to cause such reconstruction and repair to be accomplished within a reasonable period of time.

2. If the insurance proceeds are insufficient to reconstruct or repair the damaged premises, then:

(a) The Condominium shall be subject to an action for partition upon obtaining the written consent of the owners of at least thirty-seven (37) Units. In the case of partition, the net proceeds of sale together with any net proceeds of insurance ("Partition Proceeds") shall be considered as one fund and shall be divided among all Unit owners in the damaged premises in accordance with the following formula:

$$\frac{\text{Unit square footage} \times 100}{\text{Total square footage of all Units in the damaged premises}} = \text{Percentage of undivided interest in Partition Proceeds}$$

If the damaged premises are Common Elements, the Partition Proceeds shall be divided among all Unit owners in accordance with their respective interests in the Common Elements.

(b) If the consent required under subparagraph (a) above is not obtained within ninety (90) days from the date of the loss, then the damaged premises shall be reconstructed and repaired by the Association with the insurance proceeds and owners of Units in the damaged premises shall be assessed for the deficiency in accordance with the following formula:

$$\frac{\text{Unit square footage} \times 100}{\text{Total square footage of all Units in the damaged premises}} = \text{Percentage of undivided interest in the deficiency}$$

The provisions of Article VIII shall apply to all sums assessed for any deficiency. If the damaged premises are Common Elements, the deficiency shall be shared by the owners of all Units in accordance with their respective interests in the Common Elements.

3. If two-thirds (2/3) or more of a Building and other improvements above foundation are destroyed, regardless of the sufficiency of any insurance proceeds for reconstruction and repair of the damaged premises, no such reconstruction and repair shall take place unless, within ninety (90) days from the date of the loss, such reconstruction and repair have been approved by the owners of more than two-thirds (2/3) of the Units. If such approval is not given within 90 days, then the Condominium shall be subject to an action for partition in the same manner as is provided in paragraph 2(a) above.

ARTICLE XI

INSURANCE

The Board of Directors shall obtain and continue in effect insurance coverage on the Building and other improvements on the Condominium in an amount equal to the maximum insurable replacement value, with an "agreed amount" and a "condominium replacement cost" endorsement, without deduction or allowance for depreciation, which amount shall be determined annually by a recognized appraiser or insurer as selected by the Board of Directors, affording protection against loss or damage by fire and such hazards covered by a standard extended coverage endorsement and such other risks or hazards as from time to time shall be customarily covered with respect to buildings similar in construction, location and use. Said insurance shall be for the benefit of the Association and the owners of Units and their mortgagees as their interests may appear; provided, however, all proceeds payable by reason of said insurance shall be paid to the Association as trustee for the owners of Units and their mortgagees for the express purpose of reconstruction and repair or as otherwise provided in Article X hereof. The foregoing provisions of this Article are without prejudice to the right of any owner of a Unit to obtain individual Unit insurance; provided, however, that no owner of a Unit shall be entitled to exercise his right to maintain individual Unit insurance in such a way as to decrease the amount which the Association may realize as trustee under any insurance policy obtained by reason of the provisions of this Article. In addition to the insurance coverage that the Board of Directors shall obtain as provided above, the Board of Directors shall obtain public liability insurance in such amounts equal to or exceeding \$1,000,000.00 and with such coverage as it may deem suitable under the circumstances and may also obtain such other insurance as it shall determine from time to time to be desirable.

All insurance premiums for any insurance coverage obtained by the Board of Directors shall be a common expense of the Condominium. The Association and each Unit owner hereby expressly waive any claim it or they may have against the other for any loss insured under any policy obtained by the Board of Directors, however caused, including such losses as may be due to negligence of such other party, its agents or employees. All such policies of insurance shall contain a provision that they are not invalidated by the foregoing waiver, but such waiver shall cease to be effective if the existence thereof precludes the Association from obtaining any such policy. Declarant may require that each Unit purchaser prepay such Unit purchaser's share of the estimated cost of one (1) year's insurance premiums at the time of the conveyance by it of each Unit, which sum shall either be transferred by Declarant to the Association, held by it in trust for the payment of such premiums, or used for the payment of such premiums.

Notwithstanding anything to the contrary herein, the insurance coverage obtained by the Board of Directors as aforesaid shall exclude (1) any coverage on any personal property located within or appurtenant to the exclusive use of a Unit, including but not limited to, appliances or water heater, patio door and window glass, drapes, carpeting and wall

coverings, such as wallpaper, mirrored walls and paneling and (ii) any liability coverage on a Unit owner, its guests, invitees, employees or any other occupants of such Unit, arising out of any and all occurrences and happenings within a Unit and/or relating in any way whatsoever to said personal property. It is the sole responsibility of each Unit owner to obtain such insurance coverages as are excluded from the insurance coverage obtained by the Board of Directors.

ARTICLE XII

RIGHTS OF DEVELOPER

Until the expiration of the earlier of three (3) years after the recording hereof or thirty (30) days after the conveyance of thirty-seven (37) Units to purchasers, Declarant, or its successors and assigns, acting alone shall have the right to appoint the members of the Board of Directors and officers of the Association and amend the By-Laws and this Declaration; provided, however, that if there is any Unit owner other than Declarant, or its successors and assigns, this Declaration may not be amended to increase the scope nor the period of the aforesaid right or any other control by the Declarant, or its successors and assigns, of the Association as provided hereunder or by law.

Pending the sale of all of the Units on the Condominium, Declarant, or its successors and assigns, acting alone:

1. may, but shall not be obligated to, manage and operate the Condominium in accordance with the provisions of this Declaration;
2. may use the Common Elements and any unsold Units in any manner as may facilitate the sale or leasing of all Units thereon, including, but not limited to, in connection therewith, maintaining a sales and/or rental office or offices and models (regardless of whether all the non-model Units are sold), showing the Condominium or maintaining signs;
3. reserves the right to (i) grant easements upon, over, through and across the Common Elements as may be required for furnishing any kind of utility services, including cable television or master antenna service, which easements may be granted to itself or its nominee and/or as may be necessary for excavation and construction of any of the Units and (ii) grant easements upon, over, through or across the Common Elements for ingress and egress to and from the Condominium and other real property adjacent to it; and
4. reserves the right to (i) make minor alterations and changes to the design or exterior materials of the Building or any part thereof; and (ii) alter and change the interior materials and the interior arrangement of any Unit not conveyed by Declarant.

ARTICLE XIII

SEPARATION OF UNITS

The owner of Unit 212-214 shall have the right to separate such Unit into two (2) Units at any time, in accordance with the provisions of this Article.

The owner desiring to separate shall propose in writing to the Association the separation of such Unit. Such proposal shall include a drawing showing the manner in which the separation shall take place. The principal officer of the Association shall give written notice of the owner's proposal to all members of the Association. At least thirty (30) days after the giving of notice to the members, the Board of Directors shall hold a meeting at which it shall approve or disapprove such proposal. The only grounds for disapproval shall be that the proposed separation is architecturally unsound or that the proposed separation would cause the violation of any law or ordinance. If the Board has not disapproved such proposal within seventy-five (75) days after the giving of notice to the members, then the proposal shall be deemed approved.

After approval, the principal officer of the Association shall prepare and execute an amendment to this Declaration and to the condominium plat. Such amendments shall assign the resulting Units the numbers 212 and 214 and shall show the location and boundaries of each. Such amendments shall also amend those portions of the Declaration that are necessary to reflect the provision below regarding ownership and voting. The plats and plans necessary for such amendments shall be prepared and certified in accordance with the Act. The cost of preparing such amendments shall be exclusively that of the owner proposing the separation.

Upon such separation, the two resulting Units shall each be considered a Unit as though originally declared herein. Accordingly, each Unit owner in the Condominium following separation shall own a 1/51st or 1.96% undivided interest in the Common Elements. Also, each owner of a Unit resulting from the separation shall be a member of the Association and entitled to one (1) vote therein.

After the payment of the Association's expenses as above, the amendments shall be delivered to the owner proposing separation. Such amendments shall be effective upon execution thereof by such owner and recording thereof.

If Declarant desires to separate pursuant to this Article, the approval of the Board of Directors shall not be required.

ARTICLE XIV

AMENDMENT OF DECLARATION

Subject to Declarant's right to amend this Declaration as set forth in Article XII and XIII above, this Declaration may only be amended by the written consent of at least 75% of

the unit owners and mortgagees. No amendment shall change the rights of Declarant as contained in this Declaration.

ARTICLE XV

REMEDIES FOR VIOLATION BY UNIT OWNER

If any Unit owner fails to comply with the Act, this Declaration or the By-Laws, such Unit owner shall be liable for damages caused by the failure or for injunctive relief, or both, by the Association or by any other Unit owner.

ARTICLE XVI

SERVICE OF PROCESS

Service of process shall be made on Thomas J. Thomson, 10125 West North Avenue, Wauwatosa, Wisconsin 53226, as registered agent for Elm Grove Terrace Owner's Association, Inc. Any change in the person or location for the service of process designated by the Board of Directors shall become effective upon the recording of notice thereof in the Office of the Register of Deeds for Waukesha County, Wisconsin.

ARTICLE XVII

RIGHT OF ENTRY

The Declarant, for itself and its successors and assigns, reserves the right of entry to each Unit by itself or its agents or any person authorized by the Board of Directors to make installations, alterations or repairs, upon prior request and at times convenient for the owner or occupant thereof; provided, however, that in case of emergency, entry of the Unit may be made immediately, whether the owner or occupant of the Unit is or is not present and without liability to Declarant, the Board of Directors or their agents. Any damage or loss caused as a result of such entry shall be at the expense only of the Unit owner if, in the judgment of those authorizing the entry, such entry was for emergency purposes.

ARTICLE XVIII

CONSTRUCTION AND EFFECT

1. Number and Gender. Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

2. Captions. The captions and Article headings herein are intended only as matters of convenience and for reference and in no way define or limit the scope or intent of the various provisions hereof.

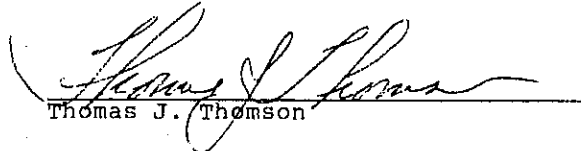
3. Successors and Assigns. All rights and benefits reserved or covenanted for or to the Declarant under this Declaration, including but not limited to those rights reserved

under this Article, shall inure to the benefit of and be binding upon its successors and assigns. Any reference in this Declaration to the "successors and assigns" of Declarant shall be deemed to refer only to such person or entity to whom Declarant has expressly assigned all of said rights and benefits by an instrument in writing specifically identifying the provisions contained in this Article.

4. Severability. If any provision, or any part thereof, of this Declaration or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Declaration, or the application of such provision, or any part thereof, to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision, or any part thereof, of this Declaration shall be valid, and be enforced, to the fullest extent permitted by law.

5. Acceptance of Deed. By acceptance of a deed of conveyance of a Unit from Declarant, the grantee of such Unit and each successor in title to such Unit or an interest therein shall, in the event of the occurrence of any or all of the events specified in Articles XII and XIII, be deemed to consent and agree to the action so taken. Each such grantee of a Unit and each successor in title to such Unit or an interest therein, hereby constitutes and appoints Declarant, its successors and assigns, as its true and lawful attorney (i) to execute, deliver and record on behalf of the grantee and each successor in title to such Unit or an interest therein, such instruments, if any, as may be required to effect the same, and (ii) to do all other things necessary to accomplish the action so taken.

Executed at Milwaukee, Wisconsin, this _____ day of _____, 1980.


Thomas J. Thomson

Signatures of Thomas J. Thomson authenticated
this _____ day of _____, 1980.

Robert A. Teper
Member State Bar of Wisconsin

This instrument was drafted by Robert A. Teper and Hal Karas of Herz, Levin, Teper, Chernof & Sumner, S.C.

Please return to:
Hal Karas
Herz, Levin, Teper, Chernof & Sumner, S.C.
Suite 2900
777 East Wisconsin Avenue
Milwaukee, Wisconsin 53202

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

All that part of the Northwest 1/4 of Section 25, Town 7 North, Range 20 East, including part of Lot 1 and all of Lot 2 of Certified Survey Map No. 508429, recorded in Vol. 1 of Certified Survey Maps, page 19, Village of Elm Grove, Waukesha County, Wisconsin, bounded and described as follows: Commencing at the North 1/4 corner of said Section 25; thence South 00° 00' 33" East and along the North 1/4 line of said Section 25, 504.45 feet to a point on the center line of Watertown Plank Road; thence South 53° 33' 30" West and along said centerline, 312.23 feet to the place of beginning of the land to be described; thence continuing South 53° 33' 30" West and along said centerline, 233.62 feet to a point; thence South 36° 26' 30" East, 97.21 feet to a point; thence South 49° 53' 30" East, 111.00 feet to a point; thence South 40° 06' 30" West 88.26 feet to a point in the Northeasterly right-of-way line of the Chicago, Milwaukee, St. Paul and Pacific Railroad; thence South 49° 53' 30" East along said right-of-way line 245.80 feet to a point; thence continuing along said right-of-way line along the arc of a curve whose center lies to the Northeast, 210.00 feet; (chord bearing South 52° 01' East, 209.95 feet; R = 2831.93 feet) to a point on the North 1/4 line of Section 25; thence North 00° 00' 33" West along said North 1/4 line of Section 25, 304.14 feet to a point, said point being South 00° 00' 33" East, 1029.29 feet of the North 1/4 corner of Section 25; thence North 36° 30' 52" West, 422.26 feet to the place of beginning.
Excepting therefrom the Northwesterly 33.00 feet for road purposes.

PART OF LOT 1 AND ALL OF LOT 2 OF CERTIFIED SURVEY MAP NO. 508429 RECORDED ON PAGE 19 OF VOLUME 1 OF CERTIFIED SURVEY MAPS OF WAUKESHA CO. AS RECORDED ON SEPTEMBER 14, 1959 AND ADJOINING LANDS BEING PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 25, TOWN 7 NORTH, RANGE 20 EAST, VILLAGE OF ELM GROVE, WAUKESHA COUNTY, WISCONSIN

SUBURBAN SURVEYS, INC.
PLANNERS ENGINEERS COMPUTERS SURVEYORS
NEW BERLIN, WISCONSIN

SUBJECT TO AN EASEMENT TO ELM GROVE SANITARY DISTRICT NO. 1
AS DESCRIBED ON PAGE 443 OF VOL. 286 OF DEEDS OF WAUKESHA CO.

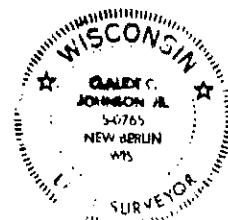
CERTIFICATION

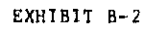
"I have surveyed the above described property, and the above map is a true representation thereof and shows the size and location of the property, its exterior boundaries, the location and dimensions of all structures thereon, fences, apparent easements and roadways and visible encroachments, if any.

This survey is made for the exclusive use of the present owners of the property, and also those who purchase, mortgage, or guarantee the title thereto, within one (1) year from date hereof; and as to them I hereby certify that said survey and the above map were made in accordance with acceptable professional standards and that the information contained thereon is, to the best of my knowledge, information and belief a true and accurate representation thereof."

Dated this 10th day of September, 1980.

Registered Land Surveyor





SUBURBAN SURVEYS, INC.

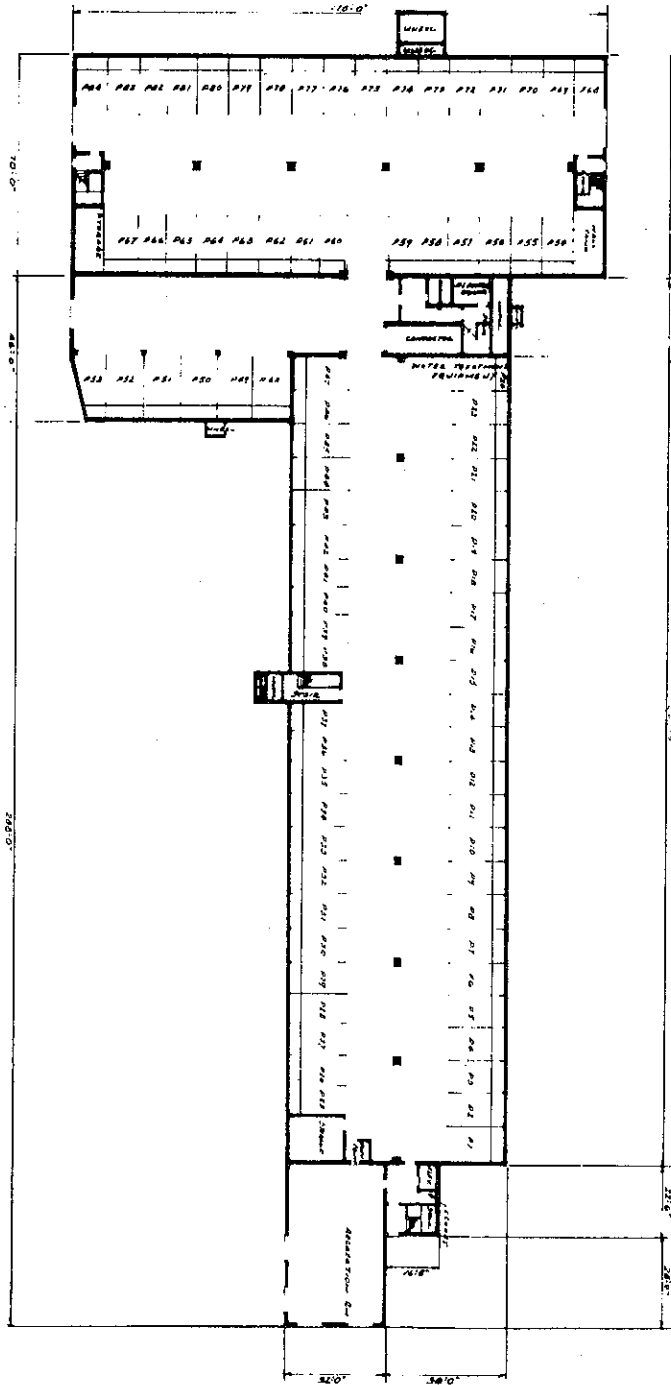


EXHIBIT C

UNIT IDENTIFICATION

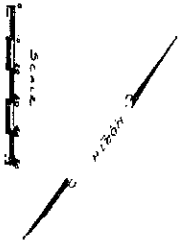
All street addresses are: 13335 W. Watertown Plank Rd., Elm Grove

<u>UNIT #</u>	<u>LOCKER #</u>	<u>UNIT #</u>	<u>LOCKER #</u>
101	45	209	59
102	4	210	39 & 40
103	24	211	2
104	-	212-214	17 & 18
105	48	215	31 & 38
106	41	216	16
107	8	217	14
108	9	218	30
109	55 & 56		
110	29	301	42
111	6	302	35 & 36
112	57	303	19
114	10	304	33
115	5	305	50
116	21	306	51
117	22	307	58 & 60
118	47	308	27 & 28
		309	53
201	3 & 44	310	26
202	15	311	49
203	25	312	46 & 52
204	7	314	54
205	34	315	43
206	1	316	23
207	11 & 12	317	32
208	13 & 20	318	37



THIS IS TO CERTIFY THAT THE ABOVE
 DRAWING IS A TRUE AND CORRECT
 REPRODUCTION OF THE ORIGINAL
 DRAWING AS SUBMITTED TO THE
 CITY OF MILWAUKEE FOR RECORD
 AND AS THE SAME COMES IN
 ACCORDANCE WITH THE
 ORDINANCE OF THE CITY OF
 MILWAUKEE.

By George C. [Signature]
 Surveyor
 City of Milwaukee
 1920



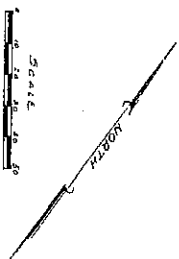
BASMENT PLAN
 1335 1/2 S. WASHINGTON AVE. MILWAUKEE, WIS.

1335 1/2 S. WASHINGTON AVE. MILWAUKEE, WIS.
 1335 1/2 S. WASHINGTON AVE. MILWAUKEE, WIS.

PLANT DIV.
 1920

THIS IS TO CERTIFY THAT THIS DRAWING
WAS ACCURATELY & HONESTLY MADE BY
THE UNDERSIGNED ARCHITECT & ENGINEER
OF THE PROFESSION OF ARCHITECTURE
IN THE CITY OF MILWAUKEE, WISCONSIN
ON BEHALF OF THE CITY OF MILWAUKEE
WISCONSIN

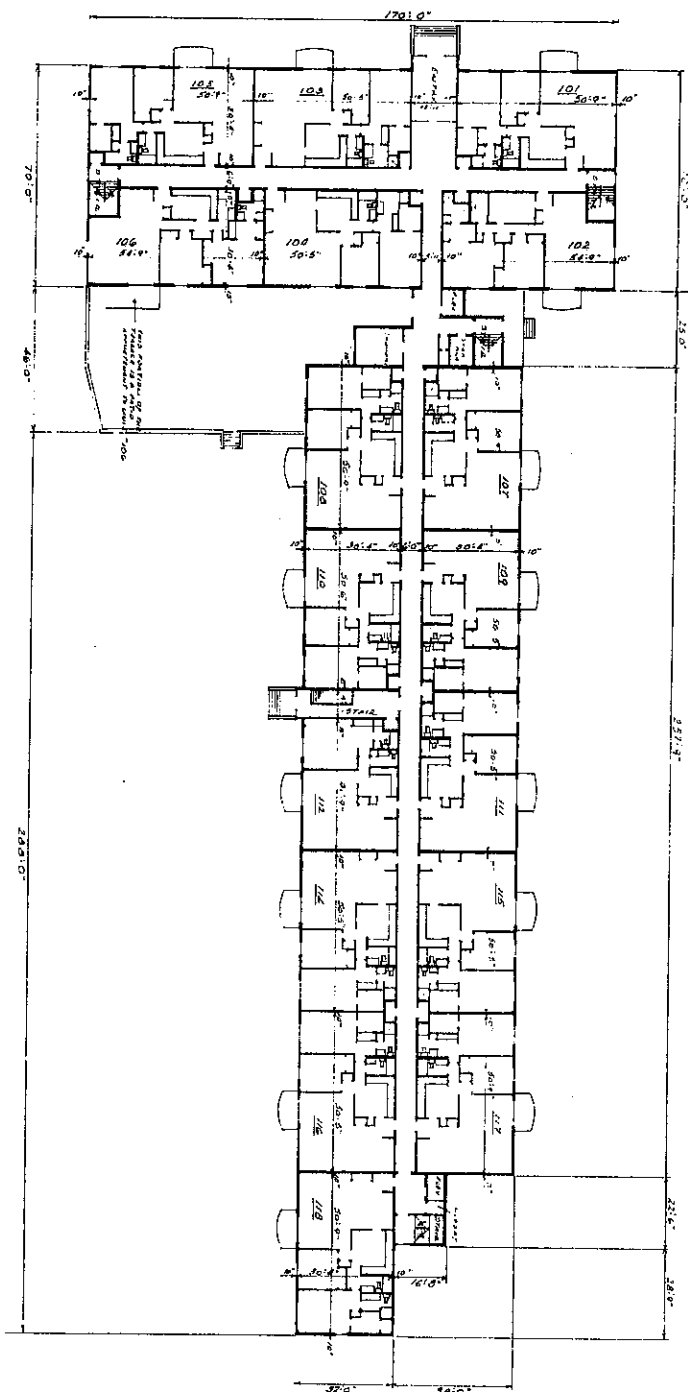
Donald C. Taylor
Architect & Engineer
606 W. Wisconsin Ave.
Milwaukee 4, Wisconsin
60607

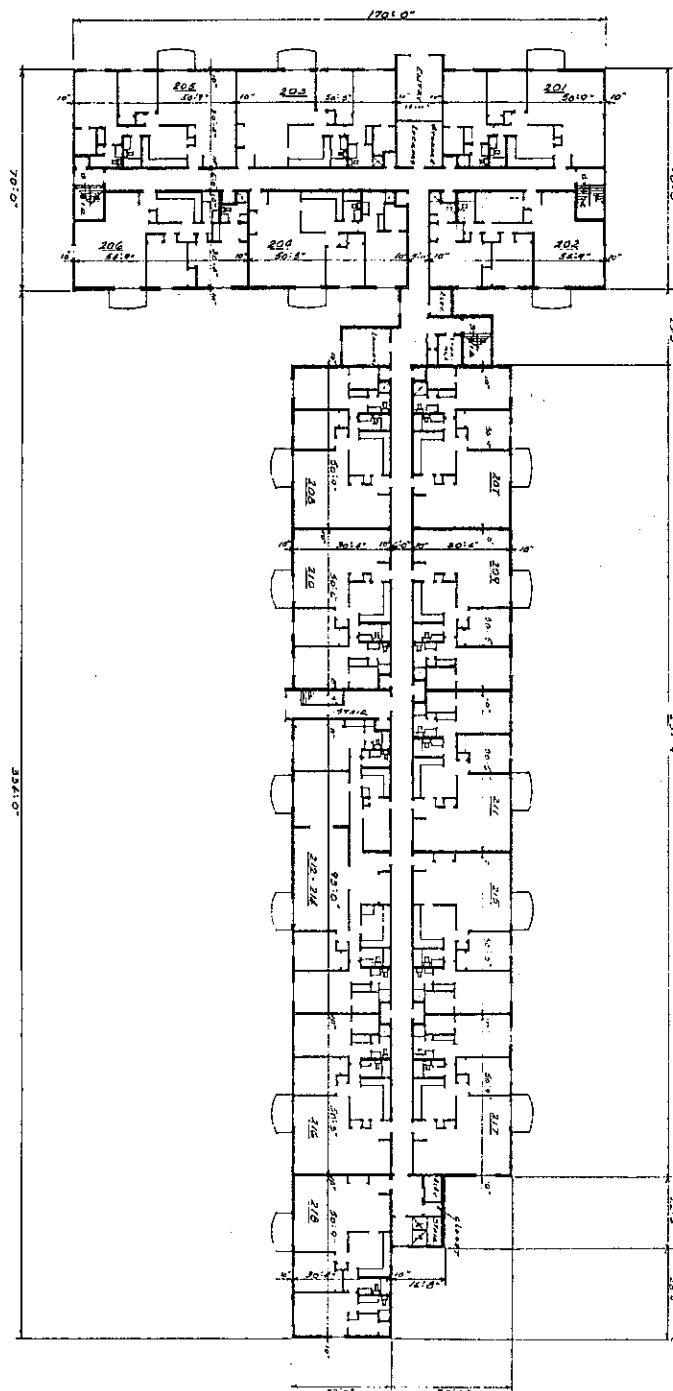


FIRST FLOOR PLAN
(ALL DIMENSIONS ARE APPROXIMATE)

ELM GROVE TRAPEZOIDAL CONDOMINIUM
13335 WEST WATKINS BLVD
ELM GROVE, WISCONSIN

Drawn by
J. M. R. J. R.



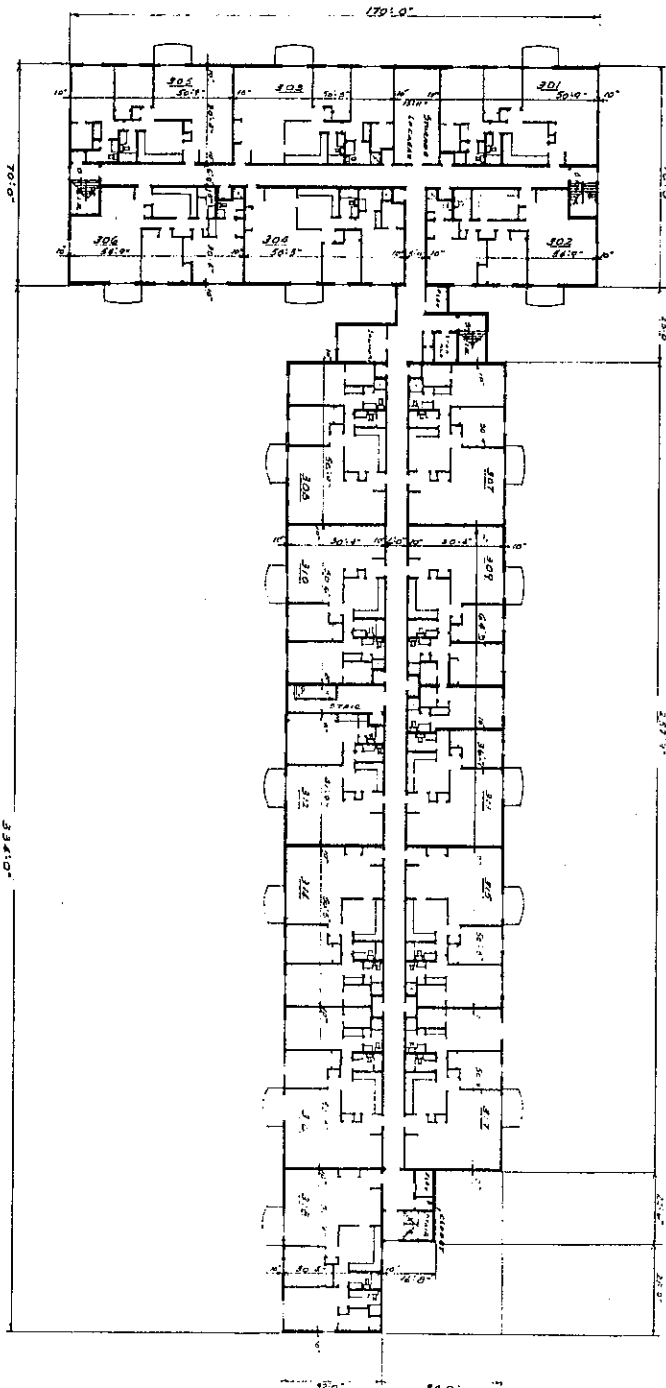


THIS IS TO CERTIFY THAT THE DRAWING
 HEREON IS A TRUE AND CORRECT COPY
 OF THE ORIGINAL DRAWING AS SUBMITTED
 TO THE BOARD OF ARCHITECTS AND THE
 BOARD OF ENGINEERS, WISCONSIN
 FOR THE PURPOSE OF RECORDING
 THE SAME.
 DONALD E. FARRAR
 COMMISSIONER
 EX-106070

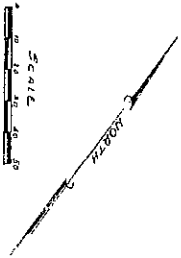
SCALE
 0 20 40 60 80 100
 FEET

SECOND FLOOR PLAN
 (ALL DIMENSIONS ARE APPROXIMATE)
 ELM GROVE TERRACE CONDOMINIUM
 1333 WEST WATKINS BLVD. E.
 ELM GROVE, WISCONSIN

EXHIBIT D-3
 Floor Plan



THIS IS TO CERTIFY THAT THIS DRAWING
WAS PREPARED BY ME OR UNDER MY CLOSE
SUPERVISION AND THAT I AM A LICENSED
ARCHITECT IN THE STATE OF WISCONSIN
AND THAT I AM NOT PROVIDING ANY
SERVICES TO ANY OTHER PARTY
WITHOUT THE WRITTEN CONSENT OF
THE BOARD OF ARCHITECTS
OF THE STATE OF WISCONSIN
DATE: 10/1/2010
DRAWN BY: [Signature]
CHECKED BY: [Signature]
CONSULTANT: [Signature]
604070



THIRD FLOOR PLAN
(ALL DIMENSIONS AND APERTURES)

ELM GROVE TERRACE CONDOMINIUM
1501 WISCONSIN AVENUE
ELM GROVE, WISCONSIN

EXHIBIT D-4
FLOOR PLANS

1152689

REEL 445 IMAGE 895

REG. SALES OFFICE
WAUKESHA COUNTY, WIS.
RECORDED

FIRST AMENDMENT TO

1981 MAR 17 PM 12:32

DECLARATION OF CONDOMINIUM
OF

REEL 445 IMAGE 895

ELM GROVE TERRACE

S. J. Knapp, Jr.
REGISTER OF DEEDS

1152689

THIS AMENDMENT is made by ELM GROVE TERRACE, a Wisconsin limited partnership ("Declarant"), this March 16, 1981.

WITNESSETH:

Declarant owns property in Elm Grove, Waukesha County, Wisconsin, which it has submitted to a Declaration of Condominium of Elm Grove Terrace, recorded in the office of the Register of Deeds for Waukesha County, Wisconsin, on February 5, 1981, as Document No. 1150083 (the "Declaration"). Article XIV of the Declaration provides that amendments may be made thereto with the consent of 75% of the Unit owners. Declarant is, at the time hereof, the owner of more than 75% of the Units and desires to amend the Declaration as set forth below.

NOW, THEREFORE, Declarant, as owner of more than 75% of the Units in Elm Grove Terrace, hereby amends the Declaration as follows:

1. Article IV of the Declaration is amended by adding thereto a sub-part "d" as follows:

- d. One (1) or more storage lockers located in the space identified for storage lockers on Exhibit D hereto and only as designated and assigned by number to each Unit on Exhibit C hereto, except Unit No. 104.

2. The attached Exhibit C is substituted for Exhibit C as originally recorded.

3. Article XII of the Declaration is amended by adding immediately prior to the first sentence thereof the following phrase: "Subject to the provisions of Article VI hereof,".

4. Except as specifically modified herein, the Declaration shall remain in full force and effect.

Executed at Milwaukee, Wisconsin.

ELM GROVE TERRACE, a Wisconsin Limited Partnership

By: ELM GROVE TERRACE DEVELOPMENT, LTD.,
its General Partner

By: Dorothy Knapp
Dorothy Knapp, Vice President

REEL 445 IMAGE 896

EXHIBIT C

UNIT IDENTIFICATION

All street addresses are: 13335 W. Watertown Plank Rd., Elm Grove

<u>UNIT #</u>	<u>LOCKER #</u>	<u>UNIT #</u>	<u>LOCKER #</u>
101	.45	209	.59
102	.4	210	.39 & 40.
103	24.	211	.2
104	-	212-214	.17 & 18.
105	.48	215	.31 & 38.
106	.41.	216	.16
107	.8	217	.14
108	9	218	.30.
109	.55 & 56.		
110	.29	301	.42
111	.6	302	.35 & 36
112	.57	303	.19
114	10	304	.33
115	.5	305	.50
116	21.	306	.51
117	22.	307	.58 & 60
118	.47	308	.27 & 28
		309	.53
201	.3 & 44.	310	.26
202	.15	311	.49
203	25.	312	.46 & 52.
204	.7	314	54
205	.34	315	.43
206	.1	316	23
207	.11 & 12.	317	.32
208	.13 & 20	318	.37

(END)
ME

SECOND AMENDMENT TO
DECLARATION OF CONDOMINIUM
OF
ELM GROVE TERRACE

THIS SECOND AMENDMENT is made by more than 75% of the Unit Owners of ELM GROVE TERRACE, a Condominium, effective June 1ST, 1988.

The Unit Owners own property in the Village of Elm Grove, Waukesha County, Wisconsin, which has been submitted to a Declaration of Condominium of ELM GROVE TERRACE, recorded in the Office of the Register of Deeds for Waukesha County, Wisconsin on February 5, 1981, as Document Number 1150083, (the "Declaration") and a First Amendment to the Declaration recorded in the office of the Register of Deeds for Waukesha County, Wisconsin, on March 17, 1981, as Document 1152699.

Article XVI of the Declaration provides that amendments may be made thereto with the consent of 75% of the Condominium Unit Owners. Section 703.09(2), Wisconsin Statutes, requires a unit owner's effective consent to an amendment of the Declaration to be approved by any mortgagee of a unit. Set forth below, attached hereto and made a part hereof are the consents of more than 75% of the Unit Owners of the 50 units of the condominium and their respective mortgagees if any, to this Second Amendment to the Declaration.

NOW THEREFORE, more than 75% of the Unit Owners of ELM GROVE TERRACE, a condominium, amend the Declaration as follows:

1. Article IV b of the Declaration is amended to read:

b. One (1) or more parking spaces conveyed by deed to the owner or owners of each unit and designated by the numbers upon the attached amended basement plan of ELM GROVE TERRACE (exhibit D-1). Parking Spaces 9, 18, 30, 35 and 38 are hereby assigned to condominium unit 104 (owned by Elm Grove Terrace Owner's Association, Inc.) and may be conveyed, assigned, leased or licensed for use of such parking space to any other Unit Owner pursuant to the provisions of this Article IV. Elm Grove Terrace Owner's Association, Inc. is authorized to convey parking space 75 to Gertrude T. Reilly, her successors or assigns, in exchange for a conveyance from Gertrude T. Reilly, her successors or assigns, of former parking space 57 which by this amendment becomes a part of the common elements of ELM GROVE TERRACE.

2. Because parking spaces 1, 23, 24, 53, 54, 55, 56, 57, 59, 67, 68, 69, 83 and 84 obstruct vehicular entry to or egress from the basement parking area, block access to machinery and equipment or are utilized by the condominium water conditioning plant, those parking spaces are deleted and removed from the limited common elements of the condominium and revert to the common elements of the condominium.

3. The attached amended basement plan of ELM GROVE TERRACE (exhibit D-1 amended) is substituted for the basement plan as originally incorporated in the Declaration.

4. Article IX of the Declaration is amended to add paragraph 14 as follows:

14. The occupancy of a unit by any child under the age of eighteen years is prohibited.

Executed at Elm Grove, Wisconsin on the dates hereinafter set forth upon the attached execution pages.

Note: Notary must
impress Seal

NOTARY PUBLIC STATE OF WISCONSIN
MY COMMISSION _____
(Insert Date)



WC2580987-004

AUG 4 00 00 04 63

2580907

REGISTER'S OFFICE
WAUKESHA COUNTY, WI
RECORDED ON

08-04-2000 11:43 AM

MICHAEL J. HASSLINGER
REGISTER OF DEEDS

REC. FEE: 10.00
 REC. FEE-CD: 4.00
 REC. FEE-ST: 2.00
 TRAN. FEE:
 TRAN. FEE-STATE:
 PAGES: 4

Return to: Title West, Inc.
 N14 W24200 Tower Place, Suite 110
 Waukesha, WI 53188

THIRD AMENDMENT TO CONDOMINIUM DECLARATION FOR ELM GROVE TERRACE CONDOMINIUM

Elm Grove Terrace Condominium (hereinafter the "Condominium") is a Condominium located in the Village of Elm Grove, Waukesha County, Wisconsin, created by Condominium Declaration recorded in the Office of the Register of Deeds for Waukesha County, Wisconsin on February 5, 1981, as Document No. 1150083, and subsequent Amendments thereto, and by the recorded Condominium Plat for said Elm Grove Terrace Condominium. Article XIII of said Condominium Declaration grants to the Owner of Unit 212-214 the right to separate such Unit into two (2) separate Units. This **THIRD AMENDMENT TO CONDOMINIUM DECLARATION FOR ELM GROVE TERRACE CONDOMINIUM** is being executed by the principal officer of the Elm Grove Terrace Owners Association, Inc., the association of Unit Owners for the Condominium, (hereinafter the "Association") and Herbert O. Schoenherr, Sr., the Owner of Unit 212-214, (hereinafter the "Owner") for the purpose of separating Unit 212-214 into two (2) separate Units, in accordance with said Article XIII of the Condominium Declaration, and Sec. 703.13 (7), Wis. Stats., the requirements of which the undersigned hereby acknowledge have been fully complied with.

The Condominium Declaration for Elm Grove Terrace Condominium is hereby amended as follows:

1. Unit 212-214 of Elm Grove Terrace Condominium is hereby separated into two (2) separate Units. The Unit numbers for said two (2) Units are Unit 212 and Unit 214.
2. Said two (2) Units are located as shown on the First Addendum to Condominium Plat for Elm Grove Terrace Condominium, which Addendum is being recorded simultaneously with this Amendment to the Condominium Declaration. All references to the Plat in the Condominium Declaration shall be deemed to include the First Addendum to Condominium Plat for Elm Grove Terrace Condominium.
3. Storage lockers 17 and 18 and parking spaces P-48 and P-49 were Limited Common Elements for Unit 212-214. Said storage lockers and parking spaces are hereby assigned to the new Units as follows: Storage locker 17 and parking space P-48 are assigned to and shall be deemed Limited Common Elements of Unit 212; Storage locker 18 and parking space P-49 are assigned to and shall be deemed Limited Common Elements of Unit 214. Each of the new Units shall have one (1) mailbox in the lobby of the Building, the

AS PER MJH

HUG 4 00 0 0 4 6 4

- locations of which shall be assigned by the Association. Each new Unit shall have as a Limited Common Element the balcony immediately adjacent to it and accessible to it by a door from such Unit.
4. All of the undivided interest in the common elements formerly appertaining to the separated Unit are hereby allocated 50% to each of the new Units.
 5. All of the votes in the Association formerly appertaining to the separated Unit are hereby allocated 50% to each of the new Units. (each new Unit shall have a 1/2 vote).
 6. The liability for common expenses and the rights to common surpluses formerly appertaining to the separated Unit are hereby allocated 50% to each of the new Units.
 7. The addresses for the new Units are as follows: Unit 212: 13335 W. Watertown Plank Rd., Unit 212, Elm Grove, WI 53122; Unit 214: 13335 W. Watertown Plank Rd., Unit 214, Elm Grove, WI 53122.
 8. Owner agrees that Unit 212 and Unit 214 shall each have a liability for common expenses and maintenance fees equal to that of the other Units (Unit 212 and Unit 214 shall each be responsible for a full maintenance fee instead of 50% of the fee as provided by this Third Amendment), if and when the Association records an amendment to the Condominium Declaration for Elm Grove Terrace Condominium, with the appropriate consents as required by law from the other Unit Owners and their mortgagees, so that Unit 212 and Unit 214 each have an equal vote, an equal undivided interest in the Common Elements, an equal right to common surpluses, and an equal liability for common expenses, with all other Units in Elm Grove Terrace Condominium. Owner, for himself and for his successors and assigns, expressly agrees that his execution of this Third Amendment to Condominium Declaration for Elm Grove Terrace Condominium shall irrevocably constitute the written consent of the Owners of Unit 212 and Unit 214, and any and all mortgagees of Unit 212 and Unit 214, to an amendment to the Condominium Declaration for Elm Grove Terrace Condominium which establishes that Unit 212 and Unit 214 each have an equal vote, an equal undivided interest in the common elements, an equal right to common surpluses, and an equal liability for common expenses, with all other Units in Elm Grove Terrace Condominium. Owner, for himself and for his successors and assigns, further agrees to cooperate fully with the Association, and to execute, upon demand by the Association, any and all documents which may be necessary or convenient to acknowledge the consent of Unit 212 and Unit 214 to an amendment to the Condominium Declaration for Elm Grove Terrace Condominium as contemplated by this provision.
 9. The Legal Description of Unit 212-214 (the Unit being separated by this Amendment) is attached hereto as Exhibit A.

HUG 4 00 0 0 0 4 6 5

Date: August 4, 2000.

Elm Grove Terrace Owners Association, Inc.

William F. Pagan, President
 7th Elm Grove Terrace Owners Association, Inc.

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
 WAUKESHA COUNTY)

Personally came before me this 4th day of August, 2000 the above named
William F. Pagan, President of Elm Grove Terrace Owners Association,
 Inc., to me known to be the person who executed the foregoing instrument and acknowledged the
 same.

Rodney Kypke
 Notary Public,
Waukesha County, WI

My Commission expires: 10/3/03

Date: August 4, 2000

Herbert O. Schoenherr Sr.
 Herbert O. Schoenherr, Sr., Owner of Unit 212-214

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
 WAUKESHA COUNTY)

Personally came before me this 4th day of August, 2000 the above named Herbert O.
 Schoenherr, Sr., to me known to be the person who executed the foregoing instrument and
 acknowledged the same.

Rodney Kypke
 Notary Public,
Waukesha County, WI

My Commission expires: 10/5/03



Drafted by: Atty. Daniel R. Heiden, State Bar No. 1017551

RUG 4 00 0 0 0 4 6 6

EXHIBIT A

Unit 212/214, together with Parking Space P-48 and 49, and together with its respective undivided interest in the General Common Elements and the exclusive use of the Unit Limited Common Elements appurtenant to said Unit, all in ELM GROVE TERRACE, a Condominium declared and existing under the Wisconsin Condominium Ownership Act and recorded by a Declaration in the Register of Deeds office for Waukesha County on February 5, 1981, as Document No. 1150083, on the real estate described in said Declaration and amendments thereto and incorporated herein.

Tax Key No. EGV 1106.957.212



WC2613360-053

Document Number

DEC 22 00 00 0777

Fourth Amendment
to Condominium Declaration
for Elm Grove Terrace Condominium

2613360

REGISTER'S OFFICE
WAUKESHA COUNTY, WI
RECORDED ON

12-22-2000 3:12 PM

MICHAEL J. HASSLINGER
REGISTER OF DEEDS

REC. FEE: 108.00
REC. FEE-CD: 4.00
REC. FEE-ST: 2.00
TRAN. FEE:
TRAN. FEE-STATE:
PAGES: 53

Recording Area

Name and Return Address

Attorney Linda de la Mora
de la Mora & de la Mora
15255 Watertown Plank Road
Elm Grove, WI 53122

11/15/00

VARIOUS

Parcel Identification Number (PIN)

FOURTH AMENDMENT TO
CONDOMINIUM DECLARATION
FOR ELM GROVE TERRACE CONDOMINIUM

Elm Grove Terrace Condominium (hereinafter the "Condominium") is a Condominium located in the Village of Elm Grove, Waukesha County, Wisconsin, created by Condominium Declaration recorded in the Office of the Register of Deeds for Waukesha County, Wisconsin on February 5, 1981, as Document No. 1150083, and subsequent Amendments thereto, and by the recorded Condominium Plat for said Elm Grove Terrace Condominium. This FOURTH AMENDMENT TO THE CONDOMINIUM DECLARATION FOR ELM GROVE TERRACE CONDOMINIUM is being executed by all the unit owners of the Elm Grove Terrace Condominiums and their mortgagees for the purpose of changing the percentage interests in all units within the condominium in accordance with Wisconsin Statute § 703.13(4).

The Condominium Declaration for Elm Grove Terrace Condominium is hereby amended as follows:

1. All Units of Elm Grove Terrace Condominium, including Unit 212 and Unit 214, as created in the Third Amendment and the Condominium Declaration for Elm Grove Terrace Condominium, are hereby assigned a $1/51^{\text{st}}$ equal and undivided interest in the Common Elements, an equal $1/51^{\text{st}}$ right to common surpluses, and an equal $1/51^{\text{st}}$ liability for common expenses.
2. Each Unit owner of the Elm Grove Terrace Condominium shall be a member of the Elm Grove Terrace Condominium Association and be entitled to one (1) vote therein.
3. This Fourth Amendment to Condominium Declaration for Elm Grove Terrace Condominium shall become effective upon the written consent of each unit owner and their mortgagee, if any. Each consent shall be attached to this Fourth Amendment.
4. This Amendment shall be recorded with the Register of Deeds for Waukesha County. The legal description of the Elm Grove Terrace Condominiums is attached hereto as Exhibit A.

MR 441 ME 713

EXHIBIT ALEGAL DESCRIPTION OF THE PROPERTY

All that part of the Northwest 1/4 of Section 25, Town 7 North, Range 20 East, including part of Lot 1 and all of Lot 2 of Certified Survey Map No. 508429, recorded in Vol. 1 of Certified Survey Maps, page 19, Village of Elm Grove, Waukesha County, Wisconsin, bounded and described as follows: Commencing at the North 1/4 corner of said Section 25, thence South 00° 00' 33" East and along the North 1/4 line of said Section 25, 504.45 feet to a point on the center line of Watertown Plank Road; thence South 53° 33' 30" West and along said centerline, 312.23 feet to the place of beginning of the land to be described; thence continuing South 53° 33' 30" West and along said centerline, 233.62 feet to a point; thence South 36° 26' 30" East, 97.21 feet to a point; thence South 49° 53' 30" East, 111.00 feet to a point; thence South 40° 06' 30" West 88.26 feet to a point in the Northeastly right-of-way line of the Chicago, Milwaukee, St. Paul and Pacific Railroad; thence South 49° 53' 30" East along said right-of-way line 245.80 feet to a point; thence continuing along said right-of-way line along the arc of a curve whose center lies to the Northeast, 210.00 feet; (chord bearing South 52° 01' East, 209.95 feet; R = 2831.93 feet) to a point on the North 1/4 line of Section 25; thence North 00° 00' 33" West along said North 1/4 line of Section 25, 304.14 feet to a point, said point being South 00° 00' 33" East, 1029.29 feet of the North 1/4 corner of Section 25; thence North 36° 30' 52" West, 422.26 feet to the place of beginning. Excepting therefrom the Northwesterly 33.00 feet for road purposes.

Document Number

**FIFTH AMENDMENT TO
DECLARATION OF CONDOMINIUM**
Title of Document

THIS AMENDMENT to the Declaration of Condominium of Elm Grove Terrace Condominium was enacted by a meeting of the membership.

WITNESSETH:

A. The legal description is Unit 101, Unit 102, Unit 103, Unit 104, Unit 105, Unit 106, Unit 107, Unit 108, Unit 109 Unit 110, Unit 111, Unit 112, Unit 114, Unit 115, Unit 116, Unit 117, Unit 118, Unit 201, Unit 202, Unit 203, Unit, 204, Unit 205, Unit 206, Unit 207, Unit 208, Unit 209, Unit 210, Unit 211, Unit 212, Unit 214, Unit 215, Unit 216, Unit 217, Unit 218, Unit 301, Unit 302, Unit 303, Unit 304, Unit 305, Unit 306, Unit 307, Unit 308, Unit 309, Unit 310, Unit 311, Unit 312, Unit 314, Unit 315, Unit 316, Unit 317, Unit 318, together with an undivided interest in and to the common elements and facilities set forth in the Declaration of Condominium for Elm Grove Terrace Condominium, a condominium declared and existing under and by virtue of the Condominium Ownership Act of the State of Wisconsin according to the Declaration of Condominium recorded in the Office of the Register of Deeds on February 5, 1981 as Document No. 1150083, and amended by the First Amendment to Declaration of Condominium recorded on March 17, 1981, and recorded as Document No. 1152699, the Second Amendment to Declaration of Condominium recorded on May 17, 1988 as Document No. 1479399, the Third Amendment to Declaration of Condominium recorded on August 4, 2000 as Document No. 2580907, and the Fourth Amendment to Condominium Declaration recorded on December 22, 2000, as Document No. 2613360. Located in the Village of Elm Grove, Waukesha County, Wisconsin.

Continued next page

This document was drafted by:
Attorney Jessica L. Boeldt
Law Firm of Jonathan B. Levine
8989 N. Port Washington Road, #211
Milwaukee, WI 53217

3831093

REGISTER OF DEEDS
WAUKESHA COUNTY, WI
RECORDED ON

April 28, 2011 02:51 PM

James R Behrend
Register of Deeds

7 PGS
TOTAL FEE: \$30.00
TRANS FEE: \$0.00
Book Page -



Recording Area

Name and Return Address

Jessica L. Boeldt, Esq.

Law Firm of Jonathan B. Levine

8989 N. Port Washington Road, Suite 211

Milwaukee, WI 53217-1633

See Attached.

Parcel Identification Number (PIN)

Pa
30
17

Parcel Identification Numbers

EGV 1106957101
EGV 1106957102
EGV 1106957103
EGV 1106957104
EGV 1106957105
EGV 1106957106
EGV 1106957107
EGV 1106957108
EGV 1106957109
EGV 1106957110
EGV 1106957111
EGV 1106957112
EGV 1106957114
EGV 1106957115
EGV 1106957116
EGV 1106957117
EGV 1106957118
EGV 1106957201
EGV 1106957202
EGV 1106957203
EGV 1106957204
EGV 1106957205
EGV 1106957206
EGV 1106957207
EGV 1106957208
EGV 1106957209
EGV 1106957210
EGV 1106957211
EGV 1106957213
EGV 1106957214
EGV 1106957215
EGV 1106957216
EGV 1106957217
EGV 1106957218
EGV 1106957301

EGV 1106957302
EGV 1106957303
EGV 1106957304
EGV 1106957305
EGV 1106957306
EGV 1106957307
EGV 1106957308
EGV 1106957309
EGV 1106957310
EGV 1106957311
EGV 1106957312
EGV 1106957314
EGV 1106957315
EGV 1106957316
EGV 1106957317
EGV 1106957318

B. The current owners of units at Elm Grove Terrace Condominium wish to amend the existing Declaration.

THEREFORE, the Association hereby resolves as follows:

Article IX, Section 2 of the Declaration is deleted.

Article VIII, Sections 5(a), 5(b), and 5(d)(7) of the Bylaws are deleted.

Article VII, Section 5(a) is re-created to read as follows:

(a) Non-Owner Occupancy.

(1) No rental, lease, or other occupancy of a unit shall be allowed without simultaneous unit occupancy by the unit owner. If the owner of the unit is a trust or other fiduciary entity, then the trustee or beneficiary of that entity is the unit "owner" for purposes of this Section. This prohibition on non-owner occupancy is subject only to the following exceptions:

(i) The unit owner's immediate family members may occupy the unit. Immediate family members are herein defined as a parent, child, spouse, sibling, grandparent, or grandchild, by blood, adoption, marriage, or registered domestic partner and shall include half and step relatives.

(ii) Mortgagees of the Unit, or the Association, where the unit is acquired by foreclosure of the mortgagee's or Association's interest, either judicially or by accepting a deed in lieu of foreclosure.

(iii) Special Hardship Exception. The Board of Directors shall have the authority to waive the requirements of this section upon request of a unit owner if it determines that enforcement thereof in the particular circumstances would result in an unreasonable hardship upon the unit owner, and that the exception would not jeopardize the interest of the Association in promoting owner-occupancy of units. If any unit owner shall desire to lease to, or cause a unit to be occupied by a person other than an immediate family member pursuant to this hardship exception, said lease or occupancy shall require the approval of the Board of Directors, or at the Directors' discretion, a committee appointed by the Board of Directors. Any application for an exception must be in writing and give the

reasons for requesting the exception. The Board or the committee shall convene a meeting within 30 days after receipt of notice, advising the unit owner of the time and place of a meeting and giving the unit owner an opportunity to appear. The Board or committee shall make a decision as to whether or not to grant the hardship exception within seven (7) days of said meeting and the reasons shall be briefly stated in writing. The decision shall be binding on the Association and the parties. The maximum length of any hardship exception is one (1) year.

(2) No unit owner shall be permitted to lease a unit pursuant to this section unless and until the unit owner shall pay the Board of Directors, on behalf of the Association, all unpaid common charges theretofore assessed against that unit and until the unit owner shall have satisfied all unpaid liens against that unit, except permitted mortgages, unless the Board of Directors shall specifically find that satisfactory arrangements for payment have been made, including, if appropriate, an assignment of rents subordinate to any rights of any mortgagee.

(3) In the event of non-owner occupancy, rental or lease, permitted or otherwise, the owner shall provide the Association with a written lease between the owner and the tenant pursuant to Wisconsin Statute section 703.315(3), or other equivalent statute.

(4) In the event of non-owner occupancy, rental or lease, permitted or otherwise, the owner shall provide the Association with the names of all non-owner occupants of the unit.

(5) Remedies for any tenant's violation of the Declaration, By-Laws or Association rules shall be implemented according to Wisconsin Statute section 703.24(3), or other equivalent statute. In addition, any such violation shall constitute a breach of the lease. The unit owner covenants and agrees that in the event of a tenant's violation of the Declaration, By-Laws, or Association rules which results in a breach of the lease, the Association may stand in the shoes of the owner for the purpose of taking legal action against the tenant to restrain or to evict said tenant according to law, provided that the owner shall first be given a reasonable opportunity to correct said violation.

(6) Any violation of this Section concerning non-owner-occupied units shall result in a daily fine to the unit owner of an amount to be determined by the Board and said unit owner shall

be responsible for the reasonable and actual attorney fees and other costs incurred by the Association in connection with enforcing this section. In addition, the Association may enforce this section by application to a court of competent jurisdiction to obtain injunctive relief, and the Association, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorney fees as may be determined by the court.

(7) Every unit owner assigns all rents and profits from any lease, permitted or not, to the Association for the purpose of reimbursing the Association for overdue assessments, special or ordinary fines, levied by the Association against the unit or the unit owner, provided that in the event of conflict, said assignment shall be subordinate to any assignment to a mortgagee of the unit.

Article VIII, Section 5(c) is amended by inserting the underlined language and deleting the strikeout language as follows:

(c) Garage spaces in the Condominium may only be used or occupied by residents of the Condominium or their temporary guests. A Unit owner may only sell, convey or lease a garage space in the Condominium to another Unit owner with the exception that a Unit owner may lease a space he owns to the lessee of his Unit, provided that the lease is pursuant to Bylaws Article VIII, Section 5(a).

BE IT FURTHER RESOLVED, that this amendment shall not affect first mortgage lenders.

BE IT FURTHER RESOLVED, that this Declaration amendment shall take effect upon recording.

C. I, Richard Hoesly, being President of Elm Grove Terrace Condominium, do hereby certify that:

1. All of the owners of at least seventy-five percent of the units have consented to and approve to this amendment to the Declaration of Condominium.

2. The vote was taken by written ballot.
3. The written ballots, and the consent of mortgagees as required, are on file with the Secretary of Elm Grove Terrace Condominium.

Signed this 15TH day of FEBRUARY, 2011.

Richard Hoesly
Richard Hoesly, President

ACKNOWLEDGEMENT

State of Wisconsin)
) ss.
County of Waukesha)

Personally came before me this 15TH day of February, 2011, the above-named Richard Hoesly to be known to be the person who executed the foregoing instrument and acknowledge the same.

Debra Gollakner
Notary Public, Crawford County,
Wisconsin



My commission is permanent. (If not, state expiration date: April 17 . 20 11 .)

ELM GROVE TERRACE OWNERS ASSOCIATION, INC.

DISCLOSURE MATERIALS

SECTION C

BYLAWS

BY LAWS

OF

ELM GROVE TERRACE OWNERS ASSOCIATION, INC.

BY-LAWS

TABLE OF CONTENTS

ARTICLE I	NAME AND LOCATION	PAGE 1
ARTICLE II	APPLICATION AND MEMBERSHIP	PAGE 1
ARTICLE III	VOTING, MAJORITY OF OWNERS, QUORUM, PROXIES	PAGE 2
ARTICLE VI	MEETINGS	PAGE 3
ARTICLE V	BOARD OF DIRECTORS	PAGE 5
ARTICLE VI	OFFICERS	PAGE 10
ARTICLE VII	BUDGET, ASSESSMENTS AND DEPOSITORIES	PAGE 12
ARTICLE VIII	OBLIGATIONS OF THE UNIT OWNERS	PAGE 14
ARTICLE IX	AMENDMENTS	PAGE 24
ARTICLE X	MORTGAGES, STATEMENT OF UNPAID ASSESSMENTS	PAGE 24
ARTICLE XI	CONFLICTS	PAGE 25
ARTICLE XII	FISCAL YEAR	PAGE 26

BY-LAWS OF
ELM GROVE TERRACE OWNER'S ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

Section 1. Name. The name of the corporation shall be ELM GROVE TERRACE OWNER'S ASSOCIATION, INC. (the "Association").

Section 2. Location. The office of the Association shall be at 13335 Watertown Plank Road, Elm Grove, Wisconsin 53122.

ARTICLE II

APPLICATION AND MEMBERSHIP

Section 1. Application. These By-Laws, together with the Declaration of Condominium of Elm Grove Terrace, a Condominium (the "Declaration"), all amendments to the foregoing, all rules and regulations passed by the Association and the Wisconsin Condominium Ownership Act, as the same may be amended, renumbered or renamed from time to time (the "Act"), shall apply to, govern and control the Condominium property and all present or future owners, tenants, employees and other persons using it. The mere acquisition, rental or occupancy of a dwelling unit (a "Unit") on the property will signify the acceptance and ratification of these By-Laws by all such persons.

Section 2. Members. The Members of the Association shall consist of the Unit owners who have record title in their names.

ARTICLE III

VOTING, MAJORITY OF OWNERS, QUORUM, PROXIES

Section 1. Voting. Each Member shall have one (1) vote for each Unit owned. The total number of voting units in the Association is forty-nine (49). If a Unit is owned by more than one person, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by all of the record owners of the Unit and filed with the Secretary of the Association. If the owners of any Unit cannot agree on how to vote, each such Unit shall lose its vote for the particular item voted upon. If a Unit is owned by a corporation, the person entitled to cast the vote for the Unit shall be designated by a certificate of appointment signed by the duly authorized officer of the corporation and filed with the Secretary of the Association. Such certificates shall be valid until revoked or until superceded by a subsequent certificate or until a change in the ownership of the Unit concerned. A certificate designating the person entitled to cast the vote of a Unit may be revoked by the owner thereof at any time. There shall be no cumulative voting.

Section 2. Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy of Members holding more than fifty (50%) percent of the votes shall constitute a quorum.

Section 3. Proxies. Unit owners may vote by proxy, but the proxy is only effective for 180 days following its issuance, unless granted to a mortgagee or lessee. Proxies must be filed with the Secretary before the appointed time of each meeting.

ARTICLE IV

MEETINGS

Section 1. Roster of Members. The Association shall maintain a current roster of names and addresses of every Member upon whom notice of meetings of the Association shall be served. Every member shall furnish the Association with his or her name, current mailing address and telephone number; no Member may vote at meetings of the Association until the foregoing information is furnished.

Section 2. Place of Meetings. The annual meeting and all special meetings of the Association shall be held in the Condominium at 13335 Watertown Plank Road, Elm Grove, Wisconsin.

Section 3. Annual Meetings. The annual meetings of the Association shall be held on the second Tuesday of May of each year (the "annual meeting"), unless adjourned to a later date, but not more than ten (10) days later, for good and valid reasons by the Board of Directors. At each annual meeting the Members shall elect one or more members of the Board in accordance with Article V hereof. The Members may also transact such other business of the Association as may properly come before them.

Section 4. Special Meetings.

(a) A "special meeting" shall be defined as any meeting of the Members, duly convened, other than the "annual meeting."

(b) The president shall call a special meeting of Members:

(1) when directed to do so by the Board of

Directors; or

(2) when a petition to convene a meeting, stating its purpose, signed by a majority of the Members is presented to the Secretary; or

(3) when a motion made at the annual meeting to hold a special meeting or a series of special meetings is approved by a majority of the members including proxies in attendance at that meeting.

Section 5. Notice of Meetings. The Secretary shall deliver or mail a notice of each annual or special meeting, stating the purpose thereof as well as the time, to each Member of record, at the address shown on the roster, at least ten (10) days but not more than forty-five (45) days prior to such meeting, unless waivers are duly executed by all Unit owners. The delivery or mailing of a notice in the manner provided in this Section shall be considered notice served and such notice shall be effective upon the date of delivery or mailing.

Section 6. Adjourned Meetings. If any meeting of the Association cannot be organized because a quorum has not attended, the Members who are present, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

Section 7. Order of Business. The order of business at all meetings of the Unit owners shall be as follows:

(a) Roll call.

(b) Proof of notice of meeting or waiver of

notice.

- (c) Reading of minutes of preceding meeting.
- (d) Reports of officers.
- (e) Report of committees.
- (f) Election of directors (when applicable).
- (g) Unfinished business.
- (h) New business.
- (i) Motion for adjournment.

Section 3. Parliamentary Procedure. Except where inconsistent with these By-Laws, meetings of the Association shall be conducted in accordance with the latest revised edition of Roberts Rules of Order.

ARTICLE V

BOARD OF DIRECTORS

Section 1. Number and Qualifications. The affairs of the Association shall be governed by the Board of Directors composed of five (5) Unit owners. Upon completion of his term in office, the President shall automatically become an additional but non-voting member of the Board for a period of one (1) year.

Section 2. Election and Term of Office. The term of the office of the Directors shall be fixed as follows:

- (a) The term of two (2) of the Directors elected or re-elected at an annual meeting shall be for two (2) years each and shall expire on the date of the annual meeting which is two (2) years next succeeding the date of

such election or re-election.

(b) The term of one (1) of the Directors elected or re-elected shall be for one (1) year each and shall expire on the date of the annual meeting which is one (1) year next succeeding the date of such election or re-election.

(c) Each Director shall hold office until his or her successor has been elected and has attended his or her first meeting of the Board. When more than one Director is to be elected at any meeting, each Member shall cast votes for candidates equal in number to the Directors to be elected; provided, however, that there shall be no cumulative voting. The candidates who are elected shall be those receiving the greatest number of votes, in decreasing order, until the number of Directors to be elected have been so elected.

Section 3. Powers and Duties. The Board shall have the powers and duties necessary to administer the Condominium property and, among other duties, carry out the following:

(1) make and enforce (including enforcement through the establishment of a system of fines) rules and regulations and amendments thereto from time to time respecting the operation, use and occupancy of the Condominium property;

(2) make and collect assessments from the Members in accordance with the provisions of the Declaration, and

expend said assessments for insurance, taxes, utility services for and maintenance, repair and operation of the Common Elements of the Condominium or for such other purposes as shall fall within the responsibility of the Association and general powers of the Board;

(3) execute contracts on behalf of the Association, employ necessary personnel, and carry out all functions and purposes necessary for the operation of the Condominium property, including acquiring and conveying property and suing on behalf of all Members;

(4) satisfy all liens against the Condominium property and pay necessary expenses connected therewith;

(5) employ a professional property manager, custodian, management company or managing agent on a salaried basis to perform such duties as the Board shall authorize including, but not limited to, the duties listed in this Section; and

(6) perform such other functions as are required by law.

Section 4. Fees. No fee or other compensation shall be paid to any member of the Board at any time except by specific resolution of the Association.

Section 5. Vacancies. Vacancies in the Board caused by any reason other than the removal of a Director by a vote of the members shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum; and each person

so elected shall be a Director until a successor is elected at the next annual meeting of the Association.

Section 6. Removal of Directors. At any regular or special meeting duly called, any one or more of the Directors elected by the Members may be removed with or without cause by Members holding more than fifty (50%) per cent of the votes and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the Members shall be given an opportunity to be heard at the meeting.

Section 7. Organization Meeting. The first meeting of a Board, after one or more Directors have been newly elected, shall be held within ten (10) days of such election at the office of the Association, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

Section 8. Regular Meetings. Regular meetings of the Board may be held at such time as shall be designated from time to time, by a majority of the Directors, but at least one such meeting shall be held during each fiscal year. Notice of regular meetings of the Board shall be given to each Director, personally or by mail or telephone, at least seven (7) days, excluding Saturdays and Sundays, prior to the date named for such meeting.

Section 9. Special Meetings.

(a) Special meetings of the Board may be called by the Chairman on five (5) working days notice to each Director, given personally or by mail or telephone, which

notice shall state the time and purpose of the meeting.

Special meetings of the Board shall be called by the Chairman or Secretary in like manner and on like notice on the written request of at least four (4) Directors.

(b) In the event of the occurrence of an extreme emergency affecting the entire Elm Grove Terrace Condominium, an individual owners unit or a group of owners units, the Chairman or any member of the Board may call a meeting of the Board, such meeting to convene as quickly as a quorum can be assembled.

Section 10. Waiver of Notice. Before or at any meeting of the Board, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 11. Board of Directors' Quorum. At all meetings of the Board, a majority of the elected Directors shall constitute a quorum for the transaction of business and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board. If at any meeting of the Board there is less than a quorum present, then the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 12. Fidelity Bonds. The Board shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

ARTICLE VI

OFFICERS

Section 1. Designation and Election. The principal officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, all of whom shall be elected annually by the Board. The Directors may elect an assistant treasurer, an assistant secretary or such other officers as in their judgment may be necessary.

Section 2. Removal of Officers. Upon an affirmative vote of a majority of the members of the Board, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board or at any special meeting of the Board called for such purpose.

Section 3. President. The President shall be the chief executive officer of the Association and Chairman of the Board. He shall preside at all meetings of the Association and of the Board. He shall have all of the general powers and duties which are usually vested in the office of President and Board Chairman of an Association, including, but not limited to, the power to appoint committees from among the Members from time to time as he may in his discretion decide is appropriate to assist in the conduct of the

affairs of the Association.

Section 4. Vice President. The Vice President shall take the place of the President and perform his duties, except as Chairman of the Board, whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board shall appoint some member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board.

Section 5. Secretary. The Secretary shall keep the minutes of all meetings of the Board and of the Association. He shall have charge of such books and papers as the Board may direct and he shall, in general, perform all the duties incident to the office of Secretary. The Secretary shall count the votes cast at any annual or special meeting of the Association or the Board.

Section 6. Treasurer. The Treasurer shall have responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association, in such depositories as may from time to time be designated by the Board.

Section 7. Compensation. No officer shall receive compensation for services rendered to the Association unless the same be established by a resolution of the Members.

ARTICLE VII

BUDGET, ASSESSMENTS AND DEPOSITORIES

Section 1. Budget. The Board shall at least annually adopt a budget for the operation of the Association. Such budget will contain estimates of the cost of operating the Association and shall include all common expense items, including, but not limited to, taxes; the maintenance and repair of exterior walls, roofs, pipes, ducts, service and utility areas, recreation areas and facilities; the cost of insurance of all types; management, maintenance and security personnel; administration costs; and any other expense item inuring to the benefit of all Members. The Board shall determine what sums, if any, will be required for improvements, capital expenditures, reserves or replacement funds, or other operations not included in the above which shall be included in the budget.

Section 2. Assessment. The estimate of the charges to be paid during each year by each Member for the share of the common expenses of the Condominium, in accordance with the provisions of the Declaration, shall be assessed against each Unit and paid at such time as provided in resolutions by the Board. The first assessment payment shall be made, on a prorated basis where proper, upon receipt by the Member of his deed to his Unit. If such assessment proves inadequate, the Board at any time may levy a further assessment to be payable in such reasonable manner as the Board directs. Assessments and installments on such assessments shall be paid on or before ten (10) days after the date when such assessment and installments are due. Any assessment or installment not paid within ten (10) days of

its due date shall be delinquent, and the Unit owner shall be charged interest at the rate of twelve (12%) per cent per annum on the unpaid assessment or installment or such assessment. The interest charged shall be calculated from the date when the assessment or installment was first due until the date it is paid. All payments upon account shall be first applied to the interest, if any, and then to the assessment payment first due. If a Member fails to pay the assessment within the time herein specified, such failure shall constitute a default hereunder and the Board shall take such appropriate measures as may be allowable by law, including, but not limited to, the filing of a statement of condominium lien in accordance with the Act, which statement shall be signed and verified by the Secretary or any other officer authorized by the Board. No Member shall be entitled to cast a vote for a Unit at any meeting of the Association if the Association has recorded a statement of condominium lien on the Member's Unit and the amount necessary to release the lien has not been paid at the time of the meeting.

Section 3. Depositories. The funds of the Association shall be deposited in a bank or banks or other depositories designated by the Board and shall be withdrawn therefrom only upon check or order signed by the officers who shall from time to time be designated by the Board for that purpose. The Board may require that all payment of assessments imposed by the Board against Members be paid by such Members directly to a designated depository. The Board may direct that checks of less than \$500.00 for payment of the obligations of the Association bear only one (1) signature of the

designated officer, but checks for a greater amount must bear a signature and counter-signature of designated officers.

ARTICLE VIII

OBLIGATIONS OF THE UNIT OWNERS

Section 1. Maintenance and Repair.

(a) Every Member must perform promptly all maintenance and repair work within his own Unit and within or on the Unit - Limited Common Elements appurtenant to his Unit, shall keep the balcony appurtenant to his Unit in a clean and neat condition, clear of snow, ice and water, and is expressly responsible for the damages and liabilities that his failure to do so may cause.

(b) Each Member shall immediately reimburse the Association for any expenditures incurred in repairing or replacing any part of the Common Elements in any manner damaged by him, any member of his family, any tenant, any employee or any other user or occupant of his Unit.

Section 2. Use of Common Areas and Facilities. No Member shall place or cause to be placed any objects of any kind in the Common Elements, except in the Unit - Limited Common Elements appurtenant to his Unit, unless otherwise prohibited.

Section 3. Right of Entry.

(a) Each Member grants a right of entry to his Unit to the professional property manager, custodian, management company or managing agent employed by the Board

or to any other person authorized by the Board in case of any emergency, whether the Member is present at the time or not. Any damage or loss caused as a result of such entry shall be at the expense only of the Member if, in the judgment of those authorizing the entry, such entry was for emergency purposes.

(b) Each Member shall permit such professional property manager, custodian, management company or managing agent employed by the Board or any other person authorized by the Board, or their representatives, when so required, to enter his Unit for the purpose of performing non-emergency installations, alterations or repairs, provided that requests for entry are made in advance and that such entry is at a time convenient to the Member.

(c) An owner or lessee of a Unit may not have the lock cylinder of the entrance door to his or her Unit changed without written consent of the Board. Any such change of key cylinder (or tumbler) may not render the lock inoperable by the Association's master keys. When an owner or lessee wishes to change the lock on the entrance door to his or her Unit, after having received approval to do so from the Board, they will contact the Chairman of the Security Committee to effect the change. The Security Committee Chairman will arrange for the services of a qualified locksmith to make the change and will also secure the number of new keys requested and deliver same to the

party who applied for the change. The cost of changing the lock and the new keys required shall be paid by the person who requested the change. No resident may have duplicate keys made by an outside key shop.

(d) Residents are prohibited from giving duplicate keys and/or garage door or front entrance keys to temporarily employed or contract service personnel. This stringent ruling is made as a security measure for all residents of the Condominium.

(e) When a resident deems it necessary or advisable to give keys or door openers to non-resident family members or friends, it is mandatory that the names and addresses of each and every person who has been given such keys and/or door openers be registered with the Security Committee Chairman, who will in turn keep the building custodian advised of the names and addresses of all non-residents who have been authorized to enter the building, the garage or a residential Unit.

(f) The owner or lessee of a Unit who fails to comply with the restrictions, conditions and procedures mandated in these subparagraphs (c), (d) and (e) of this Article VIII, Section 3, of the By Laws may be penalized by a fine in amount not to exceed One Hundred (\$100.00) Dollars for each such occurrence.

(g) To assist in providing maximum security in the Condominium, should any resident owner or lessee of a Unit

be entertaining temporary guests whom they wish to accommodate with over-night garage parking, it is required that the make of car, its license plate number and the hosting unit number be registered with the custodians, who are authorized to assign the garage stall number the guest should use.

(h) Residents who plan to be away for lengthy periods of time and have given family members permission to park in the owner's or lessee's permanent garage spaces are required to register the make of car, license plate number, and name and address of persons so authorized to park in their stalls.

(i) Vehicles parked in the garage which have not been registered with the custodians may be towed out of the building at the vehicle owner's expense.

Section 4. Right of Conduct and Restrictions On Use and Occupancy. Each Unit and every owner of a Unit shall be subject to the following restrictions, covenants and conditions:

(a) Each Unit shall be occupied and used only for private dwelling purposes and for no other purposes. No trade or business shall be carried on anywhere within the Condominium.

(b) No animals, reptiles or birds shall be permitted within the Condominium. This restriction applies to all Unit owners and lessees, including their guests.

(c) The occupancy of a Unit by any child under the

age of eighteen (18) years is prohibited.

(d) Junked, inoperative or unlicensed vehicles and vehicles licensed as trailers, trucks, campers, camping trucks, house trailers, boats, boat trailers, motorcycles, snowmobiles or land vehicles or the like shall not be stored, parked or placed in the Condominium or on its exterior common grounds. No vehicle shall occupy, park upon or otherwise block the access to or exit from another Unit or the approach thereto. No maintenance or lubrication of any vehicle shall be permitted anywhere on the Condominium. Bicycles shall be placed only in those areas designated by the Association.

(e) It is prohibited to throw garbage or trash outside the disposal receptacles. It is prohibited to throw wet garbage, cans or bottles down the disposal chute or place in disposal containers unless it or they are securely contained in adequate plastic bags or equivalent wrappings.

(f) No member shall install wiring for electrical or telephone installations, television antennae, machines, air-conditioning units, etc., on the exterior of the Condominium property or that protrude through the walls or the roof of any building.

(g) There shall be no advertisements or posters of any kind posted or displayed in or on the Condominium property, except as may be permitted by the Board of

Directors or by the Declaration.

(h) No use or practice shall be allowed on or in the Condominium which:

(1) is a nuisance, or

(2) is immoral, improper or offensive in the opinion of the Board of Directors, or

(3) is in violation of any of these By-Laws, Rules and Regulations of the Association, or the Declaration, or

(4) unreasonably interferes with or is an unreasonable annoyance to the peaceful possession or proper use of the Condominium by other Unit owners or occupants.

(i) Residents shall exercise extreme care about making noises, in the use of musical instruments, radios, televisions and amplifiers that may disturb owners or occupants of other Units.

(j) It is prohibited to hang garments, rugs, etc., from the windows or in any areas outside the Units.

(k) It is prohibited to dust rugs, etc., from the windows or in any areas outside the Units.

Section 5. Leasing A Unit or Garage Stall Or Conveying A Unit or Garage Stall Space.

(a) The Declarant may lease a Unit on such terms and conditions as it desires in its sole discretion. Any owner, other than the Declarant, may lease a Unit

for a term of not less than twelve (12) months. Any such lease entered into by an owner other than the Declarant shall exclude an escape clause or early cancellation agreement by either party to the lease agreement.

(b) Any person occupying a Unit with the authority of an owner shall comply with all of the restrictions, covenants and conditions imposed hereunder on an owner. No rooms in any Unit may be rented and no transient tenants may be accommodated. No Unit owner may subdivide his Unit.

(c) Garage spaces in the Condominium may only be used or occupied by residents of the Condominium or their temporary guests. A Unit owner may only sell, convey or lease a garage space in the Condominium to another Unit owner with the exception that a Unit owner may lease a space he owns to the lessee of his Unit.

(d)(1) An owner of a Unit, desiring to convey title to such Unit, shall, when he has received a bona fide offer therefor, notify the Board of Directors in writing of his intention and desire to convey pursuant to the bona fide offer he has received. Such notice shall supply the name of the proposed purchaser, the terms and conditions of the proposed transaction, the proposed date of conveyance and his commitment to convey in accordance with such offer if the Association does not adopt such offer hereunder. For a period of ten (10) days following receipt of such

notice by the Association, it shall have the right to adopt such offer and purchase such Unit upon the terms and conditions stated in such offer. The adoption shall be in writing and conveyance shall be made in accordance with the terms and conditions of the adopted offer. If such offer is not adopted by the Association within such ten (10) day period, the owner shall have the right, continuing for three (3) months thereafter, to convey in accordance only with the offer as such offer was presented to and not accepted by the Association. If the conveyance pursuant to a particular offer does not occur within three (3) months after the expiration of such ten (10) day period, then any new offer shall or shall again, as the case may be, be submitted to the Board of Directors as provided herein.

(2) In all events of conveyances, the Condominium Unit owner shall submit to the Board of Directors such reasonable information as the Board shall require about the proposed buyer prior to finalizing the acceptance and conveyance of the Unit by the owner.

(3) Prior to the Unit owner signing an acceptance of the offer of a prospective buyer, the Board of Directors, at its discretion, may require a personal interview with said prospective buyer or

appoint a committee to do so. Sale of the Unit is dependent on the approval of the Board or the Board's appointed committee.

(4) If the Board or the Board's appointed committee disapproves of the potential purchaser, the Unit owner shall have the right to submit another bona fide candidate for purchase for approval, to the Board in the same manner.

(5) Should the Board or the Board's appointed committee again disapprove the proposed buyer, the Unit owner has the right to submit a third potential buyer for approval.

(6) If the Board or the Board's appointed committee shall disapprove the third proposed buyer, the Association must exercise the right to purchase the Condominium Unit from the owner, upon the same terms and conditions as set forth in the third buyer's "Offer to Purchase" or else, in failing to enter such purchase agreement within ten (10) days from the submission of the third proposed offer together with the reasonable information submitted therewith, the third proposed buyer shall be automatically approved.

(7) The same procedures detailed in the previous paragraphs of this section must be followed by an owner seeking to lease a Unit.

Section 6. Exceptions. The preceding Section 5, Paragraph

(d), shall not apply to any transfers made solely for the purpose of securing the performance of an obligation, transfer involving a foreclosure sale or other judicial sale or transfers to a mortgagee in lieu of foreclosure, transfer by a mortgagee following foreclosure or any proceeding or arrangement in lieu thereof, the transfer of one joint tenant's interest to the other joint tenant, or transfers by will or intestate distribution. Upon request, the Association shall provide a certificate stating that the foregoing provisions have been complied with or waived by act or the passage of time and any certificate so provided shall be conclusive as to matters stated therein.

The Association, upon ten (10) days request, shall provide a letter to the purchaser of any Unit which states the existence, if any, of outstanding general or special assessments against the owner of the Unit being sold. Notwithstanding anything to the contrary contained in the preceding sentence, all Units conveyed by Declarant shall be deemed to be conveyed free from all such outstanding general or special assessments and no such letter shall be required or given as to such Units.

Section 7. Remedies for Violation By a Unit Owner. If any Unit owner fails to comply with any of these By-Laws or any other rules, regulations, covenants, conditions or restrictions imposed by the Act, the Declaration or the Board, the Unit owner may be sued for damages caused by the failure or for injunctive relief, or both, by the Association or by any other Unit owner. (Wis. Stats., Chapter 703.24).

ARTICLE IX

AMENDMENTS

Section 1. By-Laws. These By-Laws may be amended by the Members in a duly constituted meeting for such purpose; but no amendment shall take effect unless approved by the owners of at least thirty-four (34) Units. No amendment shall limit any of the rights granted to or reserved by Declarant herein.

ARTICLE X

MORTGAGES, STATEMENT OF UNPAID ASSESSMENTS

Section 1. Notice to Association. Any Member who permits or causes his Unit to be encumbered by a mortgage shall notify the Secretary of each such mortgage and the name and address of each such mortgagee. Such notice may also be served by any such mortgagee. The Secretary shall maintain a record of the names and addresses of all mortgagees of which the Secretary shall have received notice.

Section 2. Notice of Unpaid Assessments. Upon ten (10) days request by a mortgagee, a proposed mortgagee or purchase who has a contractual right to purchase a Unit, the Association shall furnish to such mortgagee, proposed mortgagee or purchaser, a statement setting forth the amount of the then unpaid assessments pertaining to such Unit. If any such mortgagee, proposed mortgagee or purchaser of such Unit, in reliance upon such statement shall disburse mortgage loan proceeds or shall expend the purchase price, such mortgagee, proposed mortgagee or purchaser shall not be liable for, nor shall such Unit be subject to, a lien which is not properly filed in

accordance with law prior to the date of the statement, for any unpaid assessments in excess of the amount set forth in such statement. If the Association does not provide such a statement within ten (10) business days after such request, then the Association is barred from claiming against any such mortgagee, proposed mortgagee or purchaser under any lien which is not properly filed in accordance with law prior to the request for the statement.

Section 3. Notice to Mortgagee. Any mortgagee of a Unit shall be entitled to written notice from the Association of any default by the then Member or, if applicable, any then occupant of the Unit in the performance of any obligations set forth in these By-Laws, the Declaration, any amendments to the foregoing or all rules and regulations of the Association, which is not cured within thirty (30) days of such default; provided the Association shall previously have been notified of the mortgagee in the manner set forth above. Any notice required or permitted to be given to any mortgagee pursuant to these By-Laws shall be deemed given if mailed or delivered to such mortgagee at the address shown in such record and shall be deemed effective as of the date of mailing or delivery.

ARTICLE XI

CONFLICTS

These By-Laws are set forth to comply with the requirements of the Act. If these By-Laws conflict with the provisions of the Act, or the Declaration, the provisions of the Act or of the Declaration will control.

ARTICLE XII

FISCAL YEAR

The fiscal year of the corporation shall begin on the first day of January and end on the 31st day of December of each year.

Adopted, this 6th day of February, 1981, and amended this 20th day of May, 1986.

ELM GROVE TERRACE OWNERS ASSOCIATION, INC.

DISCLOSURE MATERIALS

SECTION D

ARTICLES OF INCORPORATION

ARTICLES OF INCORPORATION
TABLE OF CONTENTS

ARTICLE I	NAME	PAGE	35
ARTICLE II	PERIOD OF EXISTENCE	PAGE	35
ARTICLE III	PURPOSES	PAGE	35
ARTICLE IV	MEMBERS AND VOTING	PAGE	36
ARTICLE V	PRINCIPAL OFFICE AND REGISTERED AGENT	PAGE	37
ARTICLE VI	DIRECTORS	PAGE	37
ARTICLE VII	INCORPORATOR	PAGE	38
ARTICLE VIII	AMENDMENTS	PAGE	38
ARTICLE IX	STOCK, DIVIDENDS AND DISSOLUTION	PAGE	38

ARTICLES OF INCORPORATION
OF
ELM GROVE TERRACE OWNER'S ASSOCIATION, INC.

The undersigned, being a natural person over the age of eighteen (18) years and acting as incorporator for the purpose of forming a non-stock, non-profit corporation under the provisions of Chapter 181 of the Wisconsin Statutes (the "Law"), does hereby adopt these Articles of Incorporation.

ARTICLE I

NAME

The name of the corporation shall be ELM GROVE TERRACE OWNER'S ASSOCIATION, INC.

ARTICLE II

PERIOD OF EXISTENCE

The corporation shall have perpetual existence.

ARTICLE III

PURPOSES

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

- (a) To serve as an association of unit owners who own real estate and improvements under the condominium form of use

and ownership as provided in Chapter 703 of the Wisconsin Statutes as the same may be amended, renumbered or renamed from time to time (the "Act"), and subject to the terms and conditions of the Declaration of Condominium (the "Declaration") of ELM GROVE TERRACE (the "Condominium") as recorded in the office of the Register of Deeds for Waukesha County, Wisconsin;

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

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

ARTICLE IV

MEMBERS AND VOTING

The record owner of the fee title to any Unit and an undivided interest in the Common Elements, as defined in the Declaration, shall automatically be a member of this corporation upon becoming such owner and shall remain a member thereof until such time as his ownership ceases for any reason, at which time his membership in this corporation shall automatically cease. The respective rights and qualifications of each of the members of this corporation are set forth in the By-Laws of this corporation.

ARTICLE V

PRINCIPAL OFFICE AND REGISTERED AGENT

The location of the principal office of this corporation shall be 10125 West North Avenue, Milwaukee, Wisconsin 53226 and the initial registered agent shall be Thomas J. Thomson at the above address.

ARTICLE VI

DIRECTORS

The number of directors of this corporation shall be fixed in the By-Laws but in no event shall be less than three (3). The manner in which the directors shall be elected, appointed or removed shall be provided in the Declaration and By-Laws of the corporation.

The number of directors constituting the initial Board of Directors shall be five (5), and the names and addresses of the initial directors are:

Thomas J. Thomson	10125 West North Avenue Milwaukee, Wisconsin 53226
Dorothy J. Knapp	10125 West North Avenue Milwaukee, Wisconsin 53226
James Babiasz	10125 West North Avenue Milwaukee, Wisconsin 53226
Elaine Wiersema	10125 West North Avenue Milwaukee, Wisconsin 53226
Daniel Walsh	10125 West North Avenue Milwaukee, Wisconsin 53226

ARTICLE VII

INCORPORATOR

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

Dorothy J. Knapp
10125 West North Avenue
Milwaukee, Wisconsin 53226

ARTICLE VIII

AMENDMENTS

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

ARTICLE IX

STOCK, DIVIDENDS AND DISSOLUTION

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

This corporation may be dissolved with the assent given in writing and signed by not less than seventy-five (75%) percent of the members. Upon dissolution of this corporation, other than incident to a merger or consolidation, all of its assets, after payment of its liabilities, shall be distributed

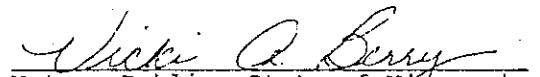
to one or more non-profit corporations, societies, trusts or other organizations and/or dedicated to an appropriate public agency or agencies; provided, however, that any such non-profit corporation, society, trust, other organization or public agency has purposes deemed by a majority of the directors of this corporation to be similar to those of this corporation and that if none of the foregoing entities are deemed to exist, then all of the assets of this corporation, after payment of its liabilities, shall be distributed to a non-profit corporation, society, association, trust or other organization, or any one or more of the foregoing, devoted to the promotion of aesthetic, cultural or educational purposes.

Executed in duplicate on this 7th day of October, 1980.


Dorothy J. Knapp

STATE OF WISCONSIN)
)SS
COUNTY OF MILWAUKEE)

Personally came before me, this 7th day of October, 1980, the above named Dorothy J. Knapp, to me known to be the person who executed the foregoing Articles of Incorporation, and acknowledged that he executed the same for the purposes therein contained.


Notary Public, State of Wisconsin
My commission: 4/2/80 7/31/83

This document was drafted by Robert A. Teper and Hal Karas of Herz, Levin, Teper, Chernof & Sumner, S.C., 777 East Wisconsin Avenue, Milwaukee, Wisconsin 53202

ELM GROVE TERRACE OWNERS ASSOCIATION, INC.

DISCLOSURE MATERIALS

SECTION E

MANAGEMENT CONTRACT

Condominium and
Homeowners' Association
Management Agreement

ASSOCIATION: ELM GROVE TERRACE OWNER'S ASSOCIATION, INC.

AGENT: HUNT MANAGEMENT INCORPORATED

For Property located at 13335 WATERTOWN PLANK ROAD, WISCONSIN

Beginning OCTOBER 15, 2004

Ending DECEMBER 31 2005

This agreement (the "Agreement") is made and entered into this SEPTEMBER 27, 2004 day of SEPTEMBER, 2004 by and between the unit owners' association known as ELM GROVE TERRACE OWNER'S ASSOCIATION, INC. (the "Association"), which is established in accordance with the laws of the State of WISCONSIN for the property known as ELM GROVE TERRACE located at 13335 WATERTOWN PLANK ROAD IN ELM GROVE, WISCONSIN (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 (1) year, beginning October 15, 2004, 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

SIXTY (60) 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

TO BE NEGOTIATED 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 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 at any time without prior notice to the Association.

5.3 AGENT NOT REQUIRED TO ADVANCE FUNDS

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

5.4 BONDING OF EMPLOYEES

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

Section 6 ATTENDANCE AT BOARD MEETINGS

Agent, or a designated employee or other representative of Agent, shall attend ONE (1) regular meeting(s) of the Board each month and the annual meeting of the Association. SUCH ATTENDANCE SHALL BE LIMITED TO ONE HOUR BEYOND WHICH A \$75.00 PER HOUR CHARGE SHALL ACCRUE Upon not less than SIX (6) DAYS notice, Agent or its designated representative shall attend ADDITIONAL meetings of the Board or of the Association as requested, provided that the Association shall pay Agent \$75.00 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 VICE PRESIDENT as alternate should the President be unavailable. Agent may, but is not required to, submit any matter, direction, instruction or the like to the Board and shall then follow the direction of the Board.

Section 8 LIMITATION OF AGENT'S AUTHORITY AND RESPONSIBILITY

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

8.1 STRUCTURAL CHANGES

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

8.2 BUILDING COMPLIANCE

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

8.3 AGENT ASSUMES NO LIABILITY

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

Section 9 AGENT'S COMPENSATION

Agent shall be compensated for specific services as stated below.

9.1 FOR MANAGEMENT SERVICES

The Association shall pay Agent a management fee of \$ 1,000.00 per month. The management fee shall be paid monthly in advance. The management fee shall be adjusted annually upon approval by the Board of the Annual Budget, which adjustment shall be incorporated into this Agreement by reference. No further charge shall be made by Agent for Agent's services and other services of Agent's professional staff, except as otherwise expressly provided in this Agreement. Any clerical services performed for the Association, such as preparation and circulation of notices and newsletters and general correspondence of the Association, shall be at the Association's expense, including postage and other expenses. NOTE: IF A REGULAR MONTHLY BOARD MEETING IS HELD DURING NORMAL BUSINESS HOURS (MONDAY THROUGH FRIDAY, 9:00 A.M. TO 4:00 P.M.) THE FEE FOR THAT MONTH SHALL BE REDUCED TO \$100.00. THE FEE FOR THE MONTH OF OCTOBER 2004 SHALL BE \$500.00.

9.2 FOR CONSTRUCTION, REMODELING, OR OTHER CONTRACTING SERVICES

TO BE NEGOTIATED AS REQUIRED

9.3 FOR OTHER SERVICES

ADDITIONAL MEETINGS, SITE INSPECTIONS, AND APPEARANCES
AT DEPOSITIONS, HEARINGS, TRIALS OR SIMILAR PROCEEDINGS
ON BEHALF OF OR IN CONJUNCTION WITH AGENTS SERVICE
TO ASSOCIATION - \$75.00 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 insured's, 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 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 SIXTY (60) days' written notice to Agent before any cancellation of or changes to said policies.

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. The Association agrees to maintain a contingency reserve at all times. 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

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
6100 W. EXECUTIVE DRIVE, SUITE K
MEQUON, WISCONSIN 53092
(OR CURRENT LEGAL ADDRESS)

21.2 TO THE ASSOCIATION

President of the Board
(CURRENT LEGAL ADDRESS)

21.3 DELIVERY OF NOTICES

Notices or other communications between the parties to this Agreement may be mailed by United States registered or certified mail, return receipt requested, postage prepaid, and may be deposited in a United States Post Office or a depository regularly maintained by the post office. Such notices may also be delivered by hand or by any other receipted method or means permitted by law. For purposes of this Agreement, notices shall

be deemed to have been "given" or "delivered" upon personal delivery thereof or forty-eight (48) hours after having been deposited in the United States mails as provided herein.

Section 22 AGREEMENT BINDING ON SUCCESSORS AND ASSIGNS

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

SIGNATURES

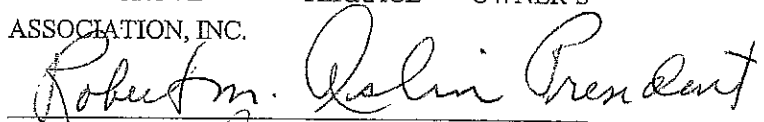
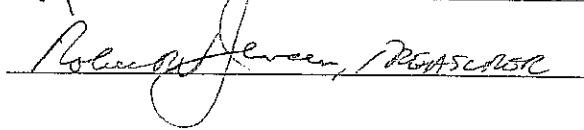
IN WITNESS WHEREOF, the parties hereto have affixed or caused to be affixed their respective signatures this 27th day of SEPTEMBER 2004

Witnesses:



Board:

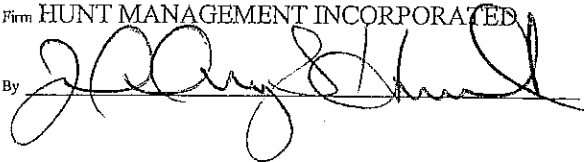
ELM GROVE TERRACE OWNER'S
ASSOCIATION, INC.

Agent:

Firm HUNT MANAGEMENT INCORPORATED

By



Submitted by

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT

(Name)

(State whether individual, partnership, corporation, etc.)

located at _____
has made, constituted, and appointed, and, by these presents does hereby make, constitute,
and appoint, _____
a resident of the United States, whose address is _____

(its) true and lawful attorney for (it)(me) in (its)(my) name, place, and stead to execute and
to file any Tax Returns due on or after _____
_____ under the provisions of the Social Security Act, now in
force or future amendments thereto.

Dated at ____ this ____ day of _____, 20__.

Signature of Taxpayer

Title

Executed in the presence of:

Signature of Taxpayer

Title

Witness

Signature of Taxpayer

Witness

Title

Acknowledged before me this ____ day of _____, 20__.

NOTARIAL SEAL

Copyright © 1978, 1989. Revised edition, 1989. Institute of Real Estate Management of the NATIONAL ASSOCIATION OF REALTORS®, Chicago, Illinois.

This is a Standard Form of the Institute of Real Estate Management of the NATIONAL ASSOCIATION OF REALTORS®, 430 North Michigan Avenue, Chicago, Illinois. When placing orders specify Condominium and Homeowners' Association Management Agreement Form No. 988.

DISCLAIMER: This Condominium and Homeowners' Association Management Agreement form is published as a service to property managers, and an explanation of its various provisions is available separately. The publisher is not engaged in rendering legal, accounting, or other professional service. Because of varying state and local laws, competent legal or other advice should be secured before using this form.

ELM GROVE TERRACE OWNERS ASSOCIATION, INC.

DISCLOSURE MATERIALS

SECTION F

ANNUAL OPERATING BUDGET



A Community Presence

November 19, 2025

TO: All Elm Grove Terrace Homeowners

RE: **2026 Budget**

For your review, use and file we have enclosed the following:

2025 Income and Expense Summary
2026 Budget

After a very 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.**

Accordingly, the payment schedule beginning January 1, 2026, is as follows:

Total Due Per Unit, Per Month Beginning January 1, 2026: \$550.00

As always, your Board of Directors and Management will continue their effort toward maintaining and improving the financial and physical soundness of Elm Grove Terrace and both thank you for your continued understanding and support.

Lastly, if you are currently using coupons to pay your monthly fees, we will soon be forwarding you a new coupon book for your use in 2026. If you are paying via electronic funds transfer (EFT), we will continue to withdraw the monthly fee as was done in 2025. **For those of you that have your bank pay your fees, please advise them to send checks to the following mailing address: Elm Grove Terrace, c/o Hunt Management, P.O. Box 1755, Arlington Heights, IL 60006-1755. Note: If you use this payment method to submit your monthly assessments, please double check the payment mailing address on your banking website/app to ensure monthly assessment payments are sent to the correct mailing address as stated above.**

Should you ever have any questions regarding the Association's financial status, please feel free to contact me at this office.

Sincerely,

Hunt Management Incorporated, AAMC
Management Company for
Elm Grove Terrace Owner's Association, Inc.

Terry R. Handel

Terry R. Handel, CMCA, AMS, PCAM
Assistant General Manager

Enclosure

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

huntmanagement.com
888-305-1071

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

MEMBER OF
community
ASSOCIATIONS INSTITUTE

ELM GROVE TERRACE OWNERS ASSOCIATION, INC.
2025 INCOME AND EXPENSE SUMMARY
AND 2026 BUDGET

BOARD APPROVED 11/14/25

	BUDGET 2025	ACTUAL 1-25 TO 9-30-25	PROJECTED 10-1-25 TO 12-31-25	PROJECTED 2025	BUDGET 2026
INCOME					
MAINTENANCE FEES	315,000	238,350	76,650	315,000	330,000
SPECIAL ASSESS. 2024	0	0	0	0	0
LEASE INCOME / #104	19,200	14,400	4,800	19,200	21,600
PARK. SPACE RENTAL INCOME	4,200	3,000	0	3,000	3,600
CONSTRUCT/RENOVATE FEES	400	100	0	100	0
MOVE IN/OUT FEES	1,000	2,200	400	2,600	1,000
LAUNDRY INCOME	3,000	2,001	700	2,701	3,000
TRANSFER FROM RES. (LAUN)	0	2,043	0	0	0
TRANSFER FROM RES. (BALC)	0	0	1,000	1,000	0
TRANSFER FROM RES. (CONT)	0	0	0	0	0
TRANSFER FROM RES. (CAP)	57,000	17,553	59,286	76,839	62,440
INSURANCE PROCEEDS	0	0	0	0	0
INTEREST - RESERVE	2,000	1,301	400	1,701	2,000
MISCELLANEOUS	100	481	100	581	100
TOTAL	\$401,900	\$281,429	\$143,336	\$422,722	\$423,740
EXPENSES					
ACCOUNTING	650	700	0	700	750
ELECTRICITY	27,500	21,951	7,400	29,351	27,000
INTERNET/SECURITY/FIRE	2,500	3,104	610	3,714	4,000
ELEVATOR MAINTENANCE	7,300	3,764	3,600	7,364	7,500
INTEREST ADJUSTMENT	2,000	1,301	400	1,701	2,000
INCOME TAX	2,700	-245	0	(245)	1,000
INSURANCE	38,000	29,978	11,576	41,554	44,500
INSURANCE CLAIM DISBURSE	0	0	0	0	0
CARPET CLEANING	5,000	4,444	525	4,969	5,000
WINDOW WASHING	4,000	1,500	0	1,500	1,700
UNIT CLEAN-UP	0	8,008	-8,008	0	0
JANITORIAL	14,100	9,400	4,700	14,100	14,100
LAWN IRRIGATION	850	691	0	691	750
LANDSCAPE MAINTENANCE	10,500	4,908	5,500	10,408	10,500
LEGAL FEES	1,000	6,822	-6,822	0	1,000
MANAGEMENT	22,188	16,641	5,547	22,188	22,854
OVERHEAD DOOR MAINT.	1,100	0	500	500	1,100
GENERAL MAINTENANCE	18,000	9,498	5,000	14,498	18,000
MAINTENANCE MAN	18,000	9,208	9,000	18,208	18,500
MICELLANEOUS / CONTIN.	912	100	0	100	500
PEST CONTROL	2,000	1,247	500	1,747	2,000
ADMIN EXPENSE	1,200	1,440	270	1,710	1,800
PLUMBING/HVAC REPAIRS	1,400	4,127	350	4,477	3,000
REAL ESTATE TAXES / #104	3,500	3,641	0	3,641	3,800
RES. / SPEC. ASSESS. 2024	0	0	0	0	0
RESERVE / LEASE	19,200	12,800	6,400	19,200	21,600
RESERVE / LAUNDRY	3,000	2,001	700	2,701	3,000
RESERVE	54,000	39,974	14,026	54,000	62,440
FIRE PROTECTION & SECURITY	8,000	4,181	1,000	5,181	6,000
SNOW REMOVAL	14,000	7,111	1,500	8,611	11,000
WASTE/RECYCLING	25,500	21,966	7,758	29,724	30,000
WATER SYSTEM MAINT. CONT.	18,000	14,517	4,837	19,354	20,000

WATER SYSTEM PARTS/LABOR	11,800	9,392	2,000	11,392	11,800
WATER SYSTEM SALT	5,000	2,719	1,600	4,319	5,000
WATER TESTING	2,000	2,095	500	2,595	2,600
UNIT #104 - MAINT. EXP.	0	0	0	0	0
<u>TOTAL</u>	<u>\$344,900</u>	<u>\$258,984</u>	<u>\$80,969</u>	<u>\$339,953</u>	<u>\$364,794</u>

**SPECIAL PROJECTS
2025 INCOME AND EXPENSE SUMMARY
AND 2026 BUDGET**

<u>SPECIAL PROJECTS</u>	<u>BUDGET 2025</u>	<u>ACTUAL 1-1-25 TO 9-30-25</u>	<u>PROJECTED 9-1-25 TO 12-31-25</u>	<u>PROJECTED 2025</u>	<u>BUDGET 2026</u>
MASONRY/TUCKPOINTING	0	0	0	0	9,000
WASHER/DRYER REPLACEMENT	0	4,130	0	4,130	0
ASPHALT REPAIR	0	0	0	0	0
ELEVATOR UPGRADE	0	0	0	0	0
FENCE	0	0	0	0	4,500
WINDOW REPLACEMENT	0	0	0	0	0
LAUNDRY EQUIPMENT	0	0	0	0	0
LANDSCAPE IMPROVEMENTS	15,000	2,625	14,540	17,165	15,000
CATCH BASINS	0	0	0	0	0
DECORATING	0	0	0	0	0
RETAINING WALLS	0	0	0	0	0
WATER HEATER REPLACE.	0	0	0	0	0
DOOR PAINTING	0	0	0	0	0
DOOR REPLACEMENT	10,000	3,222	4,052	7,274	0
R/O SYSTEM IMPROVEMENTS	0	0	0	0	0
FIRE SYSTEM IMPROVEMENTS	0	0	0	0	0
WELL/PUMP/RO	0	0	0	0	0
BALCONY RAILINGS	0	0	0	0	0
FIRE/SECURITY SYSTEM UPGRADES	12,000	12,980	0	12,980	0
MASONRY COLUMN REPAIRS	20,000	1,350	0	1,350	33,940
ROOF REPAIR/REPLACE	0	0	0	0	0
<u>TOTAL SPECIAL PROJECTS</u>	<u>\$57,000</u>	<u>\$24,307</u>	<u>\$18,592</u>	<u>\$42,899</u>	<u>\$62,440</u>
<u>GRAND TOTAL</u>	<u>\$401,900</u>	<u>\$283,291</u>	<u>\$99,561</u>	<u>\$382,852</u>	<u>\$427,234</u>
PROFIT / LOSS	\$0	-\$1,862	\$43,775	\$39,870	-\$3,494

ELM GROVE TERRACE OWNERS ASSOCIATION, INC.

DISCLOSURE MATERIALS

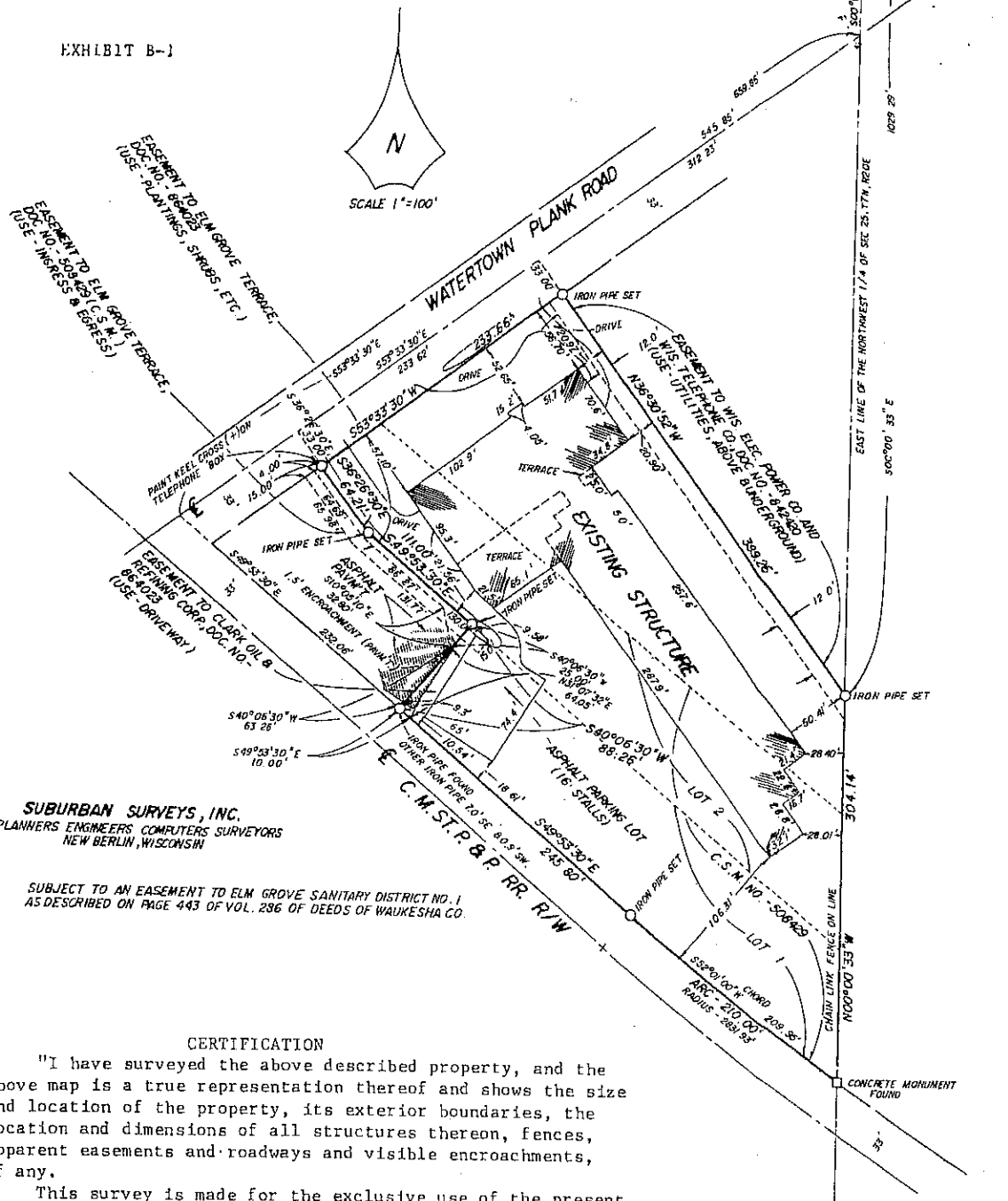
SECTION G

FLOOR PLANS AND MAP

ELM GROVE TERRACE, A CONDOMINIUM

PART OF LOT 1 AND ALL OF LOT 2 OF CERTIFIED SURVEY MAP NO. 508429 RECORDED ON PAGE 19 OF VOLUME 1 OF CERTIFIED SURVEY MAPS OF WAUKESHA CO. AS RECORDED ON SEPTEMBER 14, 1959 AND ADJOINING LANDS BEING PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 25, TOWN 7 NORTH, RANGE 20 EAST, VILLAGE OF ELM GROVE, WAUKESHA COUNTY, WISCONSIN

EXHIBIT B-1



SUBURBAN SURVEYS, INC.
PLANNERS ENGINEERS COMPUTERS SURVEYORS
NEW BERLIN, WISCONSIN

SUBJECT TO AN EASEMENT TO ELM GROVE SANITARY DISTRICT NO. 1
AS DESCRIBED ON PAGE 443 OF VOL. 236 OF DEEDS OF WAUKESHA CO.

CERTIFICATION

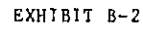
"I have surveyed the above described property, and the above map is a true representation thereof and shows the size and location of the property, its exterior boundaries, the location and dimensions of all structures thereon, fences, apparent easements and roadways and visible encroachments, if any.

This survey is made for the exclusive use of the present owners of the property, and also those who purchase, mortgage, or guarantee the title thereto, within one (1) year from date hereof; and as to them I hereby certify that said survey and the above map were made in accordance with acceptable professional standards and that the information contained thereon is, to the best of my knowledge, information and belief a true and accurate representation thereof."

Dated this 12th day of September, 1980.

Greg L. Barlow
Registered Land Surveyor

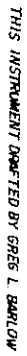




N36° 30' 52" W

389.26

SCALE 1"=40'



245.80' 548953.30"E
C.M. ST. P. & P. RR. FOR B. INDICATES PATIO OR BALCONY

ARC - 210.00
R/W

EXHIBIT C

UNIT IDENTIFICATION

All street addresses are: 13335 W. Watertown Plank Rd., Elm Grove

<u>UNIT #</u>	<u>LOCKER #</u>	<u>UNIT #</u>	<u>LOCKER #</u>
101	45	209	59
102	4	210	39 & 40
103	24	211	2
104	-	212-214	17 & 18
105	48	215	31 & 38
106	41	216	16
107	8	217	14
108	9	218	30
109	55 & 56		
110	29	301	42
111	6	302	35 & 36
112	57	303	19
114	10	304	33
115	5	305	50
116	21	306	51
117	22	307	58 & 60
118	47	308	27 & 28
		309	53
201	3 & 44	310	26
202	15	311	49
203	25	312	46 & 52
204	7	314	54.
205	34	315	43
206	1	316	23
207	11 & 12	317	32
208	13 & 20	318	37

DOUGLAS C. FORMER



ELM GROVE, ELRAGE, A C CROOKINUM
19335 457 WATERTOWN ALMA RD
ELM GROVE WISCONSIN

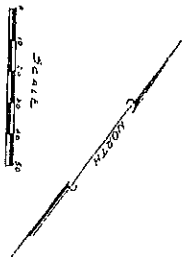
4. *Staphylococcus aureus* (Staph.)



BASINET PLAN
ALL DIMENSIONS ARE APPROXIMATE

- 24 -

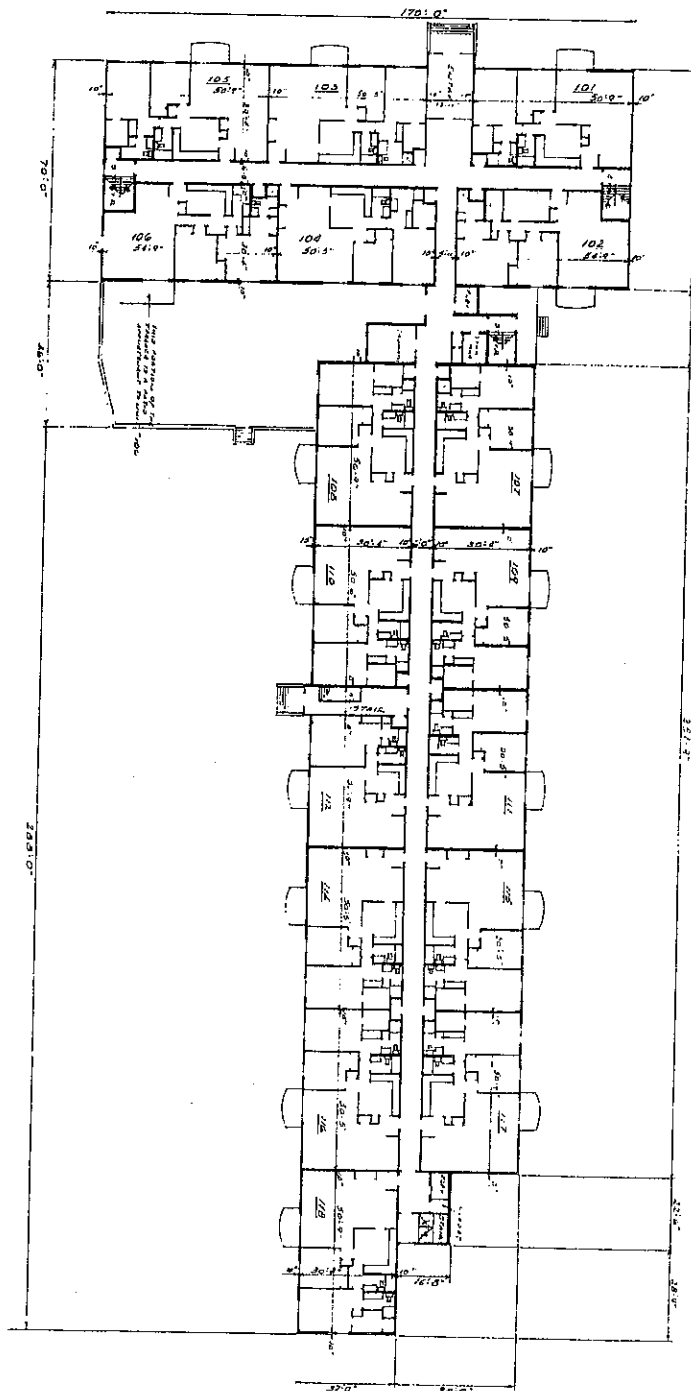
THIS IS TO CERTIFY THAT THE DRAWING
 HAS BEEN PREPARED BY THE ARCHITECT
 AND THAT THE SAME IS A TRUE AND CORRECT
 REPRESENTATION OF THE BUILDING
 AS SHOWN ON THE PLANS OF THE
 CITY OF MILWAUKEE, WISCONSIN
 Dated at Milwaukee, Wisconsin
 this 1st day of May 1968
 Charles C. Zoller
 Architect
 1000 N. 1st St.
 Milwaukee, Wis. 53233

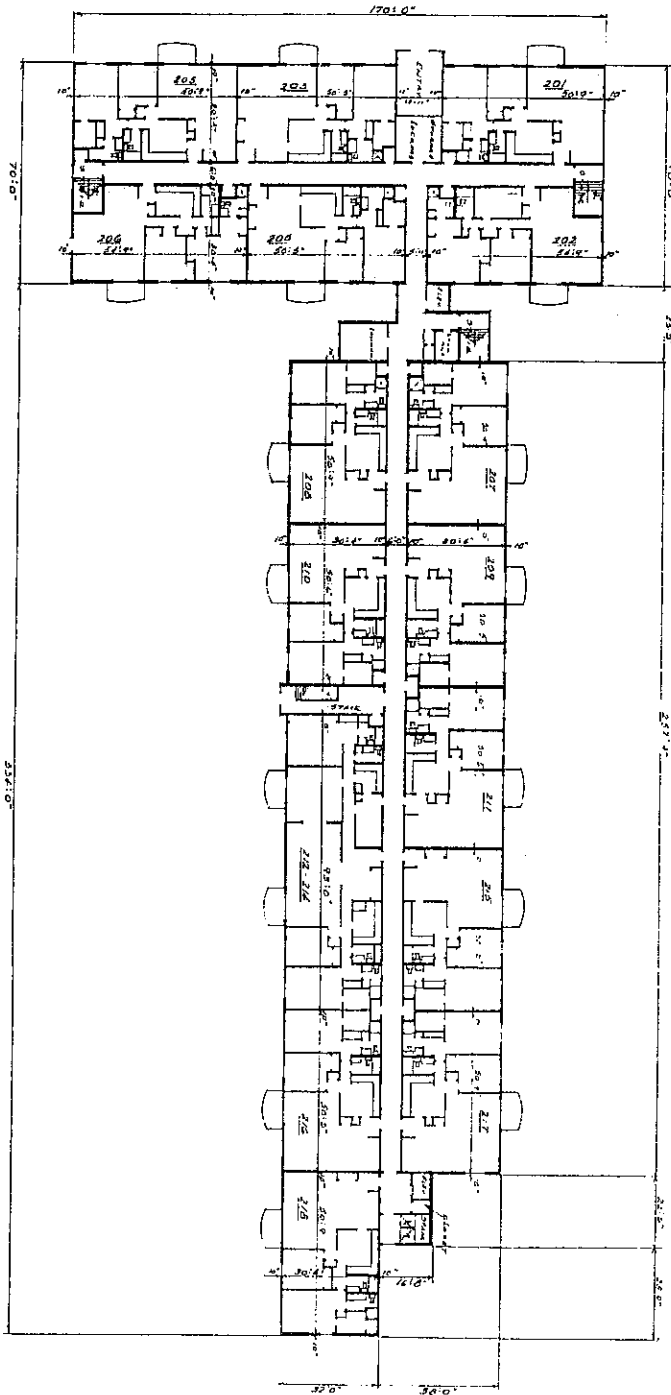


FIRST FLOOR PLAN
 (SEE DIMENSIONS AND ELEVATIONS)

ELK GROVE TERRACE CONDOMINIUM
 1335 WEST WATKINS BLVD. NO.
 ELK GROVE, WISCONSIN

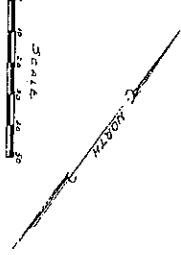
EXHIBIT D-5
 June 1968





THIS IS TO CERTIFY THAT THE DRAWING
 IS A TRUE AND CORRECT REPRESENTATION OF THE
 WORK DONE BY THE ARCHITECT AND IS NOT A
 REPRODUCTION OF A PREVIOUS EDITION OF THE
 SAME. IN WITNESS WHEREOF, I HAVE HEREUNTO
 SET MY HAND AND SEAL OF OFFICE, AT THE
 CITY OF MILWAUKEE, WISCONSIN, THIS 10TH
 DAY OF MAY, 1960.

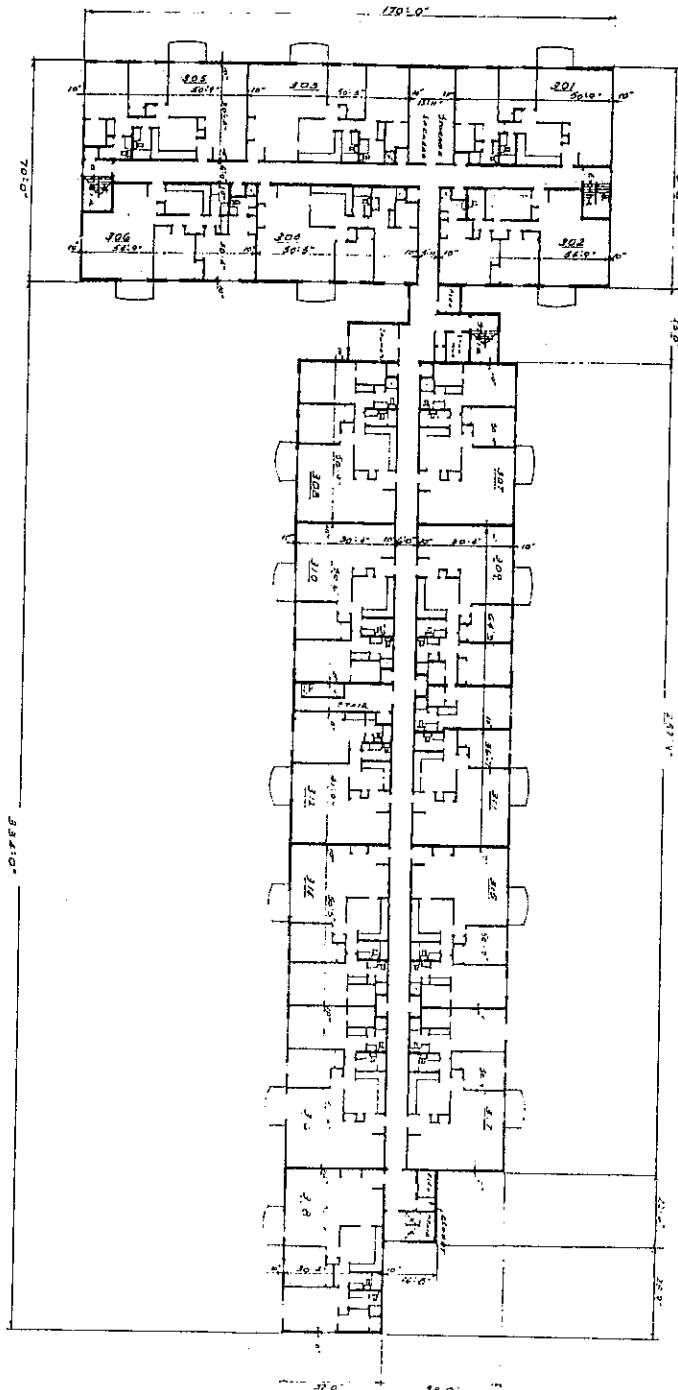
James M. O'Toole
 Architect
 406070



SECOND FLOOR PLAN
 (ALL DIMENSIONS ARE APPROXIMATE)

ELM GROVE TERRACE CONDOMINIUM
 1335 WEST WATKINSON AVENUE
 ELM GROVE, WISCONSIN

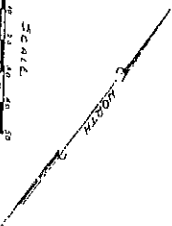
PLANT D-3
 11/10/60, 11/11/60



THIS IS A REPRODUCTION OF THE ORIGINAL DRAWING. THE ORIGINAL DRAWING WAS PREPARED BY THE ARCHITECTURAL FIRM OF ROYAL & ROBERTSON, INC. AND WAS SUBMITTED TO THE WISCONSIN DEPARTMENT OF REVENUE FOR REVIEW AND APPROVAL. THE WISCONSIN DEPARTMENT OF REVENUE HAS REVIEWED THE DRAWING AND HAS DETERMINED THAT IT IS IN ACCORDANCE WITH THE REQUIREMENTS OF THE WISCONSIN REVENUE CODE. THE WISCONSIN DEPARTMENT OF REVENUE HAS REVIEWED THE DRAWING AND HAS DETERMINED THAT IT IS IN ACCORDANCE WITH THE REQUIREMENTS OF THE WISCONSIN REVENUE CODE.

Ronald E. Robert
 Ronald E. Robert
 Architect
 4040 7th Ave.
 Milwaukee, WI 53208

SCALE
 1" = 12'-0"



THIRD FLOOR
 (ALL DIMENSIONS ARE APPROXIMATE)

ELM GROVE TERRACE CO-OPERATIVE
 1333 WEST WATKINS AVE. RD.
 ELM GROVE, WISCONSIN

ELMART D-4
 FLOOR PLANS

ELM GROVE TERRACE OWNERS ASSOCIATION, INC.

DISCLOSURE MATERIALS

SECTION H

RULES AND REGULATIONS

A GUIDE FOR CONDOMINIUM LIVING

AT ELM GROVE TERRACE

As owners of Elm Grove Terrace, we have committed ourselves to a form of group living. While we are in the confines of our individual residences, we can enjoy all the freedom of a single home. However, in the common areas of the Condominium building and grounds, we must be thoughtful and considerate of each other. For that purpose, this booklet has been developed.

ALL RESIDENTS MUST COMPLY WITH THESE RULES

Most of these rules and regulations are directly or indirectly specified in the "Declaration" and its amendments, as registered in the Waukesha County Court House. They are also specified in the May 20, 1986 Bylaws of Elm Grove Terrace Owners Association, Inc.

Every owner must have copies of these documents and should be familiar with them.

The Board is empowered to enforce these regulations through warnings and fines.

RESIDENTS ARE ALSO RESPONSIBLE TO SEE THAT THEIR VISITORS, WORKMEN, SERVICE PEOPLE, DELIVERY PERSONNEL, AND MOVERS ALSO ABIDE BY THESE RULES.

By: *The Board of Directors, Elm Grove Terrace Owners Association*

2015

TABLE OF CONTENTS

	Page
ADMINISTRATION	1-2
Directors and Officers	
Payment of Monthly Fees	
Sale of Units	
Committees	
Insurance	
Directory	
Balconies and Patios	3
General Rules	
Christmas Decorations	
EMERGENCIES/911	4-5
Access to Building	
Emergency Medical	
Emergency Fire	
In Case of Fire	
When Alarm Sounds	
Power Outage	
GARAGE	6-7
Entrance	
Exit	
Safety	
Parking	
Storage	
Auto Maintenance	
Condition of Vehicles	
Two-Wheeled Vehicles	
Other Vehicles	
Rental of Garage Spaces	
HOUSEKEEPING/MAINTENANCE	8-10
Maintenance and Repair Units	
Obligation of Unit Owner	
Filters – Air Conditioners/Furnace	
Smoke Detectors	
Lobbies	
Fluorescent Light Replacement	
Garage	
Roof Damage – Owner Responsibility	
Hallways	
Libraries	
Kitchen Waste Disposal	

Window Washing
Water Heaters
Smoking
Utility Closets in Hallway

LAUNDRY ROOMS 11

Washers
Dryers

MAINTENANCE STAFF 12

Responsibilities of Same

MISCELLANEOUS ISSUES 13-14

Animals/Pets
Child Care
Luggage Carts
Wheel Chair
Noise Control
Mail
Smoking

PARKING 15

Outside, Front Building
Other Vehicles

PARTY ROOM REGULATIONS 16-17

REMODELING/INTERIOR DECORATING 18

See Declaration Article VII
Curtains
Flooring
Other Improvements
Window Replacement

SAFETY/SECURITY ISSUES 19-20

Admittance to Building
Soliciting
Keys
Locks
Patio Doors
Master Keys
Garage Door Openers/
Transmitters
Car Doors
Door Fobs
Security System

Waste Disposal

21-22

Locations Trash Rooms

Construction Debris

Used Appliances

Garbage

Paper Items

Acceptable Recyclables

ADMINISTRATION:

A. DIRECTORS AND OFFICERS

The affairs of the Association are governed by elected Officers and Directors. The authority and responsibilities of Directors and Officers are described in detail in **ARTICLE V&VI** of the Association Bylaws as approved and issued on May 20, 1986.

It is important that all owners understand these two articles.

THE BASIC DUTIES OF THE OFFICERS ARE:

President: The president shall conduct all Board and Association meetings, oversee all committee chairpersons and appoint special committees. The President oversees the Management Association and coordinates the planning and implementation of all projects authorized by the Association Board of Directors and committees. It is the president's duty to notify owners on matters of importance.

Vice President: To assist the President in areas noted above.

Secretary: To take minutes of all board and owner meetings, maintain files of minutes, notices, reports, etc. The secretary must also distribute minutes, notices and other communications to owners and residents.

Treasurer: The treasurer oversees all financial transactions of the Association, which are handled by the Management firm that is hired by the Association. The treasurer approves or rejects payments. The treasurer also signs official financial documents as needed.

B. PAYMENT OF MONTHLY FEES:

Monthly fees are due the first of each month. The Management firm designates where payments should be sent.

C. SALE OF UNITS:

Owners are reminded to review the provisions for such actions as stated in the Bylaws and Declaration documents.

Attention is particularly directed to the **Article VIII in the Bylaws (May 20, 1986) pages 19,20,21,22, and 23**. Also refer to **Article IX of the Declaration**. All owners, realtors, and other parties involved in the sale of any unit must be thoroughly familiar with these provisions in order to avoid delays, confusion and embarrassment in any transaction.

D. COMMITTEES

Committees will be appointed by the President as needed. Examples of committees, would be: gardening, social, interior decorating, water issues, keeping updated directory information, keeping records of owner emergency information, etc.

All owners are expected to contribute to the welfare and operation of the Condominium by serving one or more committees of the Association. Please advise the President where your interests would lie.

E. INSURANCE:

The Elm Grove Terrace Owners Association maintains a comprehensive package of insurance coverage. Copies of the policies are available by contacting our management firm.

F. DIRECTORY:

The Association will furnish you with a directory listing the names, telephone numbers, and unit numbers of owners together with telephone numbers of the Management firm and Maintenance person. This is updated periodically.

BALCONIES AND PATIOS

Unit Common Areas are defined in the Declaration – **Article IV**. They include all Balconies; and (on the first floor) patios and steps from the balconies. The planted areas around the patios are common areas and are therefore subject to strict control by the Association.

There are specific rules governing the treatment of these areas:

1. The owner shall keep them in good and orderly condition and repair. No owner shall paint, decorate, or alter the appearance of common elements without Board approval. **(Article VII)**
2. Balconies are intended to beautify the building; consequently, anything other than attractive furniture, and decorative plants and flowers have no place in that area and will not be permitted. This also applies to the grounds adjacent to the first floor patios.
3. No flowers or plants are to be placed in areas adjacent to the patios except in pots of a plain and simple design. In no case are artificial plants to be used. All such pots are to be removed at the end of the growing season. Dead and dying plants are to be removed immediately.
4. Large pieces and unsightly accumulations of furniture are not permitted.
5. No carpeting is permitted below the balcony steps of the first floor units. Attached carpeting is not allowed on any balcony.
6. Nothing is to be stored beneath the first floor balconies.
7. Railings, fences, trellises and enclosures, and ornamental objects of any kind are not permitted.
8. Bird feeders are not permitted
9. Balconies, patios and the terrace are not to be used for drying and airing clothes, rugs and so on.
10. Management will serve as advisor to Unit Owners when they are considering treatment of these areas. Disputes will be resolved by the Board.
11. No barbeques allowed on balconies. This is a Fire Department rule.
12. If a balcony is tiled, the grout must be checked once a year.

CHRISTMAS DECORATIONS

All Holiday decorating outside of the Building will be done by the Owners Association; not by individuals. This is especially important if your unit faces Watertown Plank Road.

EMERGENCIES

Dial 911

FOR ALL ELM GROVE EMERGENCY SERVICES

MEDICAL---FIRE---POLICE

BE SURE TO GIVE THE DISPATCHER YOUR NAME, UNIT NUMBER AND ADDRESS

EMERGENCY ACCESS TO BUILDING:

In the event no one is available to provide emergency personnel access to the building, public safety personnel can gain entrance to our building when necessary.

The Elm Grove Police and Fire Departments maintain a locked KNOX box in our lobby. Inside this box are:

A key to all entrances to the building and

A master key that fits all unit entrance door locks.

EMERGENCY MEDICAL

When EMS is called, Police usually arrive first. They will ring your door buzzer. The EMS personnel will arrive a bit later with the ambulance. Since EMS is a volunteer group, some individuals will arrive in their own cars. They may all need to get into the building and to know exactly where to go. If possible advise an Association officer or a neighbor of the problem and have them stand by the main entrance to open the door and direct personnel as they arrive.

The Village of Elm Grove EMS is authorized to transport patients to Elmbrook Hospital or to Froedert hospital. The patient can make a choice. When requested by the Emergency Room Physician at either of these hospitals, the Elm Grove EMS is authorized to make transports to Columbia/St. Mary's, St. Lukes, or Childrens hospitals.

Give EMS personnel the names of family to be contacted.

EMERGENCY/FIRE

A. The fire alarm system is tested every first Wednesday of the month between 11:30 a.m. and 12:30 p.m. Become familiar with the sound emitted by the system during the test. The system is connected to the Elm Grove Police and First Department Dispatch Center.

B. There are smoke detectors throughout the halls. If you hear a detector "chirping" advise maintenance. (It needs a new battery.)

C. Every residential unit must have its own smoke detectors. Maintenance checks them regularly. If your smoke detector is chirping advise maintenance and they will replace the battery.

D. Every resident needs a flash light for emergencies.

E. Keep fire doors closed at all times. This includes doors to the stairwells and garage level elevator lobbies. Doors in the hall to the front elevator lobbies will close automatically if smoke and/or heat are present.

F. Since the building itself is of concrete and masonry construction, it is almost fireproof.

IN CASE OF FIRE:

There is no one specific instruction that would apply to every emergency situation. If you detect a fire anywhere in the building

- a. Turn in an alarm station, (one of the "little red boxes" mounted on the walls throughout the building.)
- b. Call the Fire Department by dialing 911 to reconfirm the alarm and explain the situation more specifically.
- c. Get out of the building.

WHEN ALARM SOUNDS:

- A. Do not use the elevator.
- B. First floor residents can exit through patio doors to the yard.
- C. Residents on the 2nd and 3rd floors must use the stairwells to exit.
- D. When you leave, close the door to your unit, but leave it unlocked.
- E. Keep the doors closed throughout the building. This reduces the spread of the fire and smoke. Most fire damage in buildings such as ours, is caused by smoke.

POWER OUTAGE:

The electrical power lines feeding the building have failed during storms or for other reasons. This can cause a TOTAL power outage or a partial power outage. When this happens all or some of the lights may go out. Some lights in the building may become quite dim, if not totally dark during this time:

1. The garage door operators will not work.
2. The elevators will not operate
3. Water pressure may be lost. (Advise storing some water)
4. Stairwells and front elevator lobbies have emergency lights that are good for about 45 minutes.

A good operating flashlight available in your unit and in your car is helpful. Car headlights in the garage can also be used.

ANY FIRE IN THE BUILDING IS MOST LIKELY TO OCCUR INSIDE A UNIT OR IN THE GARAGE.

GARAGE

ENTRANCE:

Use the east garage door to enter the garage. In the event this door is out of commission you can enter the northwest exit door.

EXIT:

To exit use either one of the west garage doors.

SAFETY

Turn on your lights while entering or leaving the garage. Drive slowly and cautiously.

STOP AT THE STOP SIGNS!!

Make sure door closes behind you when you enter. If it does not, notify Maintenance. Always lock your car.

PARKING

The storage area in front of your parking location(s) must be kept in a neat and uncluttered condition. Pull your car forward as much as possible. Vehicles must park in only designated parking locations. In no case is a vehicle to block access to an exit from the garage. Do not encroach on your neighbor's area.

STORAGE

Do not store flammable liquids, cloths or perishables in the garage area.

AUTO MAINTENANCE

No maintenance or lubrication (changing oil) of any vehicle is permitted in the garage or anywhere on the Condominium premises.

CONDITION OF VEHICLES

Vehicles parked anywhere on the premises must be kept in a good state of repair so as not to drip oil, emit excessive unpleasant exhaust fumes, or present a dilapidated appearance due to excessive rust, broken glass, flat tires, or large dents, etc.

Vehicles with loud exhaust systems are not allowed to park or to be stored in the garage or anywhere on the premises.

TWO-WHEELED VEHICLES

Bicycles or motor driven two-wheeled vehicles must park in those areas designated by the Management.

OTHER VEHICLES

Non-operating, junked or unlicensed vehicles, as well as recreational vehicles such as campers, boats, trailers, motorcycles, snowmobiles, etc. may not be parked or stored in the garage or anywhere on the premises.

RENTAL OF GARAGE SPACES:

See Bylaws Article VIII, Section 4(d) Declaration of Condominium dated Feb. 15, 2011

"Garage spaces in the Condominium may only be used or occupied by residents of the Condominium or their temporary guests. A Unit owner may only sell, convey or lease a garage space in the Condominium to another Unit owner with the exception that a Unit owner may lease a space he owns to the lessee of his Unit, provided that the lease is pursuant to **Bylaws Article VIII, Section 5(a)**"

The Association accepts no liability for property left in the building or in the care of its employees.

HOUSEKEEPING AND MAINTENANCE

MAINTENANCE & REPAIR (OBLIGATIONS OF THE UNIT OWNER)

The Declaration and By-laws of the Condominium Association in this regard are simple and specific:

SEE BY-LAWS, ARTICLE VIII, Section 1 (a)

"Every Member must perform promptly all maintenance and repair work within his own unit"

The owner's responsibility for such maintenance and repair applies to all structures, plumbing, and systems within the defined boundaries of the Unit.

The boundaries of a Condominium Unit within which the Owner is responsible for such maintenance and repair are defined in **Article 1 of THE DECLARATION OF CONDOMINIUM**

"Declarant divides the Condominium into the following separate freehold estates:
The boundaries of each such Unit are as follows:

- a) The vertical boundaries shall be: the interior undecorated surfaces of the perimeter walls of the Unit on each floor of the Unit.
- b) The horizontal boundaries shall be: (1) lower boundary - the plane or planes of the upper surface of the base level floor of the Unit. (2) upper boundary - the plane or planes of the interior undecorated ceilings of the unit
- c) All windows, window frames, doors, including all glass and locks located in windows and doors, shall be considered a part of the Unit."

By this definition there is nothing inside your Unit that you are not responsible for maintaining.

THE UNIT OWNER IS ACCOUNTABLE AND LIABLE FOR DAMAGE TO NEIGHBORING UNITS AND/OR COMMON AREAS RESULTING FROM FAILURE TO PERFORM NECESSARY MAINTENANCE AND REPAIR WORK WITHIN HIS/HER UNIT.

Examples of where such damage has occurred, include water damage from shower stall deterioration, plumbing leaks and water heater failure.

The Condominium Association is not responsible for damage resulting from a Unit Owner's negligence.

FILTERS - AIR CONDITIONING AND FURNACE

Unit owners must purchase their own furnace/air conditioning filters but Maintenance will install them.

SMOKE DETECTORS

Maintenance will check twice yearly. In the event they need replacement this will be the responsibility of the Unit owner.

LOBBIES

Both outer and inner lobbies should be kept attractive. Please do not leave candy, gum wrappers, tissues, etc. in these areas.

Pick up your mail, magazines, and papers daily or have them held at the Post Office when you are unable to pick them up.

Do not leave items for pickup by others in the front outer lobby unless they will be picked up within one hour.

There is to be no eating or drinking in the lobbies

FLUORESCENT LIGHT REPLACEMENT:

Maintenance will replace them, but Unit owner will be invoiced for same.

GARAGE

The storage area in front of your parking space must be kept in a **NEAT AND UNCLUTTERED CONDITION.**

ROOF DAMAGE - OWNER RESPONSIBILITY

Owners and their contractors are responsible for the cost of repairing any and all damage that they may have caused to our roof covering system through their access to, or maintenance work performed on items located on our roof.

An example would be damage caused to the roof covering in the course of repairing or replacing an air conditioning roof unit. The roof membrane could be damaged by:

- Dropping of tools and repair parts
- Dragging heavy replacement parts
- Careless movements by people
- Other stresses that might be placed on the roof covering.

Owners will allow access to our roof only to qualified maintenance personnel who have been advised of their responsibility and are familiar with the need to protect our roof covering. Responsible contractors should examine the roof environment before commencing work.

Owners will permit access to the roof to **NO ONE ELSE.** Owners will maintain a log of work performed, contractor(s) involved and dates.

Please contact the Board or Maintenance when you are contemplating access to the roof.

HALLWAYS

Fire laws make it illegal to store anything in the hallways or common areas. Therefore, no carts, door mats, boots, shoes, boxes or other items may be placed in the halls outside of your outer door. It is your responsibility to keep your entrance door, door frame and sill clean and free of all soil marks. Spills on hallway carpeting should be cleaned up immediately.

No individual is to place wall hangings on the walls. This is done by the Interior Decorating Committee.

No individual is to set nicknacks on hallway furniture. The Decorating Committee does this.

LIBRARIES

The library areas on the first, second and third floor front elevator areas need attention also. Please keep books so titles are visible . Share your used books with others.

KITCHEN WASTE DISPOSAL

Run the kitchen tap about 1 minute after using the waste disposal unit. This flushes the waste down the drain pipe and avoids clogging. The cost of clearing clogged drains in the building traced to specific units will be charged to the owner.

WINDOW WASHING

Management arranges for all of the outside washing of the windows. You will be notified of the date and time. This service is paid for by the Association. If you want the inside of the windows to be washed you can indicate that and pay for the service directly to the window washers.

WATER HEATERS

Your water heater and associated utility closet are your property and you are responsible for their maintenance. Catastrophic failures of heaters in the building have caused damage to residential units and utilities beneath them. For this reason it is advisable to regularly inspect their condition.

SMOKING

Smoking is not allowed anywhere in the common areas in the building.

UTILITY CLOSET:

You may not store anything in the utility closet which houses your furnace/AC and water heater. This is per Fire Department rules.

LAUNDRY ROOMS

ONLY RESIDENTS OR THEIR DESIGNATED CLEANING PERSONNEL ARE PERMITTED TO USE OUR LAUNDRY EQUIPMENT

Only use the laundry room on your floor. It may be occupied on occasion, but the wait is never long.

NEVER LEAVE LAUNDRY IN THE MACHINES OVERNIGHT. Before posting any notices on the laundry room bulletin boards, Please contact the president for approval.

WASHERS: Do not overload the washers. These appliances are to be used only for normal washings. Large bathroom and throw rugs, heavy garments, etc., must be taken to a commercial laundry. Shoes with hard rubber soles are not to be washed in these machines.

Remove clothes promptly from both washers and dryers at the end of the cycle.

Wipe the inside and the outside of the machine with a clean cloth after you have finished.

Washers are never to be used for dyeing clothes.

DRYERS: After each use, CLEAN THE LINT TRAP. Also, wipe the inside and outside of the dryer with a clean cloth.

Under no circumstances are dryers to be used for anything but freshly laundered clothes. They are never to be used to dry damp athletic gear or anything that has not been freshly laundered.

MAINTENANCE STAFF RESPONSIBILITIES

The Maintenance staff works under the direction of our Management firm.

Maintenance can be called upon for minor technical assistance, requiring less than 15 minutes of time. For instance, he can change fluorescent lights, faucet repairs and changing smoke detector batteries in individual units. Owners will be charged for lights and parts replaced. Smoke detectors have a life span, so it is the responsibility of the owner to take care of that. He also will replace the furnace filters, but it is the responsibility of the individual owner to purchase them. He also may be asked for help and advice on mechanical problems.

He cannot be asked to move furniture or appliances inside the units as this may involve a potential liability for the Condominium Association. Tasks such as these require the unit owner to obtain outside assistance.

It is not necessary to tip the Maintenance person when he gives minor assistance. The services mentioned above are included in the his job description and he is paid accordingly.

Work assignments for the Maintenance person will only be given by the Management Company. All requests and suggestions for projects must be channeled through the Board and initiated only through the President or designated alternate.

MISCELANEOUS ISSUES

ANIMALS AND PETS:

No animals, reptiles, or birds are permitted within the confines of Elm Grove Terrace or on the property of same. (See Declaration of Condominium of Elm Grove Terrace, **Article IX, Section b, 3**)

CHILD CARE:

Regular care or Day Care of children is not permitted within the Condominium. This rule applies whether the care is provided for profit or not for profit. This does not apply to occasional visits of family members, such as children or grandchildren.

LUGGAGE CARTS:

Luggage carts are for the use of residents only. Two carts are stored just inside the front elevator garage entrance, and there is one adjoining the back elevator garage lobby.

The carts are not to be left in the halls or elevators. They must be returned to where they were found so they are available to other residents.

Do not use these carts to move furniture. For this purpose use the "dolly" which is located near the front west garage door.

WHEEL CHAIR:

A wheel chair is available for emergencies. It is stored in the stairwell near the front elevator, garage level. It can only be used to transport a person within the building or to assist someone to or from the building to a transport vehicle. Under no circumstances may it be removed from the property. It should be returned to where it was found as soon as possible.

NOISE CONTROL:

Residents and visitors shall exercise extreme care to avoid making noise. Noises can reverberate throughout the building and can disturb your neighbors.

Extreme care must be exercised in the use of musical instruments, radios, television sets, and stereo systems. The sound level of such equipment must not be audible in neighboring units. **(Refer to Article VIII, Sec. 4 (i) of the By-Laws of the Condominium and Article IX, Sec. 11 of the Declaration of Condominium of Elm Grove Terrace.**

Never allow a door in the building to slam at any time. This includes doors on residential units, stairwells, and fire doors.

Be sure that visiting children and adults as well as workmen understand these rules. Do not permit children to wander aimlessly through the building unsupervised.

Vehicles with loud exhaust systems must never be parked or stored in the garage or anywhere on the premises.

MAIL:

The aluminum mail box in the main lobby is for outgoing U. S. mail only. Notes or letters to residents should be placed under doors of units.

The letter carrier places the "M" card in the lobby window facing the TV surveillance camera when the mail has been delivered. Turn your TV to Channel 2 to know when to pick up your mail.

SMOKING:

Smoking is not allowed anywhere in the common areas of the building.

PARKING REGULATIONS

A. OUTSIDE FRONT OF THE BUILDING

The curved driveway in the front of the building is reserved for guests only, since it accommodates very few cars. Residents are to park in the garage, in the West Parking area or on the street. The exceptions to this rule are: U.S. Mail, U.P.S., FedX, and Florist Deliveries.

AT NO TIME MAY ANYONE DOUBLE PARK IN THE CIRCULAR DRIVE. THERE MUST ALWAYS BE ROOM FOR DIRECT ENTERING AND LEAVING OF EMERGENCY VEHICLES.

No overnight parking 6:00 P M. – 6:00 A. M.

B. OTHER VEHICLES

- a) Non-operating, junked or unlicensed vehicles, as well as recreational vehicles such as campers, boats, trailers, motorcycles, snowmobiles, etc. may not be parked or stored in the garage or anywhere on the premises. **(See By-Laws Article VIII. Section 4d.)**
- b) No service or delivery trucks or vans are allowed in the front circle. All service people must park in the West Parking area or on the street. Please tell your service, delivery or pick-up people where they can park and that you will meet them at the Rear West Garage Exit Door. All heavy and bulky equipment and items such as furniture must be brought in through this West garage door opposite the front (large) elevator. Maintenance should be notified ahead of time so that the elevator padding and floor mat can be put into place. (Remember, all service people must be advised not to leave outside doors propped open. This is a security hazard.)
- c) The stainless steel luggage carts are for Owners' use only and not to be used by movers for carrying heavy materials and tools.. A service cart for the latter purposes is available near the north exit garage door.
- d) It is the Owners' responsibility to see that any debris and/or stains left in the common areas by service workers, be removed.
- e) You are responsible for service and other vehicles brought into the garage. Observe the following precautions when bringing in trucks, vans, caterer's trucks or other high vehicles:
 - 1. Overhead clearance is low in the garage. Pipes can be broken and other damage caused to utilities.
 - 2. The vehicle should enter through the most appropriate EXIT DOOR. (probably the rear (southwest) of the two doors.)
 - 3. You must escort all such vehicles into, out of, and through the garage.
 - 4. If there is any danger of hitting any utility system, ask maintenance for assistance.
 - 5. Never let a truck park where it would be inconvenient to other residents.

PARTY ROOM REGULATIONS

The Party Room is maintained for personal and social events only. It is never to be used for service clubs, political committees, religious meetings or other organizations.

It is **NOT** to be engaged for use by outsiders. The owner of the condominium or head of household in a rental unit must be present during the entire party.

Please notify the Party Room Committee Chairperson when signing your name to the party date calendar located in the box beside the entrance door to the Party Room. A \$50 deposit for use of the Party Room is required, and the check is to be made out to "Elm Grove Terrace Owner's Association." This deposit will be returned upon completion of an inspection after your event, to insure the room is left in good condition. A notice will be posted on the calendar box giving procedure instructions.

In the event that more than one resident requests use of the Party Room for a Holiday event, a lottery system will be utilized and all parties notified after selection. Selection will be made six months prior to date of event. This rule will apply especially during the Thanksgiving, Christmas Eve, Christmas Day and Easter holidays. The room is never available Condo activity days.

All appliances, including the garbage disposal unit, are in good working order. PLEASE instruct your caterer and kitchen help in their proper usage. **IT WILL BE THE RESPONSIBILITY OF THE CONDOMINIUM HOST TO REPAIR ANY DAMAGE INCURRED IN THE COURSE OF USING THE ROOM.**

IMPORTANT

The party room is set with a security system in its patio doors, front door, and a motion detector in the ceiling.

All doors must be closed and locked by midnight when a party has been scheduled. If a party is anticipated to run later than midnight, the party room coordinator must be notified.

Once the security system is engaged, if someone is moving in the room or attempts to open a patio door, the alarm system will be triggered. An alarm will sound and the Elm Grove Police Department will be notified. The Elm Grove police will respond to the building and if it is a false alarm, there is a penalty of \$250 imposed. The cost of this penalty will be assessed to the person hosting the party.

It is the responsibility of the person hosting the party to make sure their guests are aware of all of the regulations.

BEFORE LEAVING THE PARTY ROOM

It is the responsibility of the resident using the room to leave it in the condition in which it was found.

- 1 Remove or dispose of all edibles and refuse immediately after the party.
- 2 Be sure ALL BURNING MATERIALS HAVE BEEN EXTINGISHED (candles, etc.)
- 3 Clean kitchen counters and appliances
- 4 BE ABSOLUTELY CERTAIN THAT ALL PATIO SLIDING DOORS ARE LOCKED WITH BOTH LATCH AND BAR IN THE TRACK BEFORE 9:00 P.M. or designated time.

- 5 Reset heating or air conditioning controls as follows:
 - Winter – When room is in use, set thermo to 68 degrees
 - After party, set thermo to 55 degrees
 - Summer Air conditioning (if needed) When room is in use
 - Set thermo at 78 degrees. After party turn air conditioner off.
- 6 Turn off all lights, inside and on the patio and close the door.

REMODELING AND INTERIOR DECORATING WITHIN YOUR UNIT

Maintenance, alteration and improvements of individual units is covered in Declaration **Article VII**. It is most important that all owners and residents understand this article.

In addition to the provisions of this article, the following more specific rules are in force.

1. **CURTAINS** Only white or ivory curtains or white lined drapes are allowed on the windows. If blinds are used, they must be white or ivory.
2. **FLOORING:** All units on the second and third floors must have carpeting (or sound-proof absorbing materials if tile, laminate, wood, or linoleum are used) throughout the entire unit. **IN NO CASE IS A FLOOR COVERING TO BE INSTALLED THAT TRANSMITS SOUND TO THE UNIT BELOW.** The sounds from the movement of chairs, and other furniture and from people walking in shoes with "hard" heels is particularly objectionable.
3. **OTHER IMPROVEMENTS** Article VII, Paragraph 3, states that "an owner of a Unit shall make no changes with such Unit which will affect the structural soundness of the building of which it is a part"
4. **WINDOW REPLACEMENT** If windows need replacement they must conform to the existing design.

SAFETY/SECURITY ISSUES

ADMITTANCE TO BUILDING:

Admit no one to the building that you do not recognize. Be careful not to leave anyone in the lobby as you are entering. Don't hesitate to ask strangers questions.

SOLICITING:

Soliciting in the building for charitable, political or other reasons is **strictly prohibited**. This applies to all residents and outsiders.

KEYS:

Do not give keys to workmen!! In the past a burglary occurred in the building because a key was given to a workman.

If you want friends or relatives to enter when you are not home, they will have to contact a designated resident and confirm their identity.

LOCKS:

Locks on Condominium units must not be changed unless the new lock is compatible with the Unit Master key for the building. (Read **By-Laws Article XIII, Section 3**)

PATIO DOORS:

Patio doors, especially on the first floor, should be kept locked at night and when residents are absent even for a short time. An intruder could have access to the entire building.

Patio doors in the party room should be locked at all times when the room is not in use. They should be locked with the latches and the track bars in place.

MASTER KEYS:

MASTER KEYS FOR ALL LOCKED AREAS ARE HELD BY A SELECT FEW AS DESIGNATED BY THE BOARD. THEY WILL ONLY ENTER A UNIT IN CASE OF AN EMERGENCY.

GARAGE DOOR OPENERS/TRANSMITTERS:

Transmitters are available only for residents and unit owners of the Condominiums and only for the number of cars that they own and park in the garage.

Owners are responsible to see that transmitters do not get into unknown hands that could represent a possible security risk.

CAR DOORS:

To avoid theft, keep your car doors locked. Someone could not only steal your valuables, but also the garage door opener. A stolen transmitter is a "key to the building."

DOOR FOBS:

Each resident is given three fobs when they purchase their unit. In the event they are lost, it will cost you, the owner, \$100 for replacement. Use your discretion in giving them to others

especially workmen and service people. They could be passed on to others which could mean a break in our security. If they are given to anyone, you should notify the Security so we have a record of same.

SECURITY SYSTEM:

There are three security zones in the building.

The first is the front door, the two west side garage doors and the west main door. The alarm system engages at 9:00 P. M. on all of these doors except the front door which engages at midnight. You can exit any of these doors without a key fob. As long as you do not hold them open, the alarm system will not go off. Once the alarm system is engaged you can enter these doors at any time with the appropriate key fob.

The second zone is all of the smaller doors on the south side and east side of the building. These doors engage at 9:00 P. M. and can be used for exiting the building prior to 9:00 P. M. but at no time can you enter the building through these doors. These doors are designated for emergency exits and should be used for that and never be propped open.

The third zone area is the party room. This includes all patio doors, the main door leading into the room, and a motion detector on the ceiling of the party room. The alarm engages in these areas at midnight unless a host has notified the party room coordinator and the alarm system is extended.

The front door is set to automatically close after 45 seconds. Holding this door open manually during the day leads to the electronics shorting out. If this happens the owners of that unit will be responsible for the cost of repairs.

Holding the front door open after midnight when the alarm system is engaged, will cause the alarm to be triggered. Police will arrive and owners will be charged the \$250 false alarm fee.

To greet or say good-bye to guests let the door close and you can talk in the outer lobby.

Other door alarms will sound if held open as well when armed.

REGULATIONS REGARDING WASTE DISPOSAL

Location of Waste Disposal/Trash Rooms

On each floor, to the left of the elevators, there is a door which contains a chute for miscellaneous disposable items, and one for the collection of recyclables. Papers are to be disposed of in the bin next to the elevator at the garage entrance.

Construction Debris:

The following materials are NOT to be placed anywhere in the Condominium waste system by anyone.

- Old Carpet or Rugs
- Remodeling and Construction Debris
- Paint
- Dry wall
- Plaster
- Pipes
- Electrical fittings
- ETC.

The Unit Owner, Contractors or Installers are responsible for removal of the debris associated with installation and remodeling work.

Contact the Maintenance person if there is a question.

Used Appliances:

State legislation does not permit disposal of items such as refrigerators, stoves, microwaves, etc. with regular household trash. Our waste hauler will pick up these items on special call only. Contact our Maintenance person and he will make arrangements for pickup. You will be invoiced for this service.

Garbage:

All garbage not disposed of in your own unit garbage disposal, must be placed in securely tied plastic bags before being put down the trash chute. All cans must be thoroughly washed. Glass items, if not recycled, must be wrapped in layers of paper or placed in a thick paper bag.

These rules are important because they are our only defense against rodents and insects as well as noxious odors throughout the building.

Paper Items:

Paper items are to be placed in the paper dumpster located in the garage around the corner from the trash compactor room. This is the place for newspapers, magazines, junk mail, catalogues, Christmas wrappings and boxes. Large cartons should first be collapsed or set next to the paper dumpster. Do not send papers down the trash chute on the residential floors.

WASTE DISPOSAL ACCEPTABLE RECYCLABLES

Recyclable items are to be placed in the trash cans in the waste disposal rooms on each floor. Another trash can is located in the garage next to the door to the rear elevator lobby. The following are the items which are acceptable for recycling.

ACCEPTABLE RECYCLABLES Beginning Jan. 1, 2015		
PAPER • Newspaper (including all inserts) • Magazines/Catalogs • Junk Mail (including envelopes) • Office Paper (including computer & copy paper) • Construction Paper • Paperback Books/Telephone Books	GLASS • Bottles and Jars	• Deli, Berry & Produce Containers • Cups • Lids
CARDBOARD • Empty Cardboard (flattened) • Food Boxes (cereal, cake mix, frozen food) • Beverage Carriers • Paper Egg Cartons • Brown Grocery Bags • Toilet Paper & Paper Towel Tubes • Tissue Boxes	METAL CANS • Aluminum Cans • Steel/Tin Cans • Clean Foil & Pans • Empty Aerosol Cans (not paint or pesticide cans) • Pots & Pans	LARGE RIGID PLASTICS REMOVE ALL METAL COMPONENTS • Plastic Buckets (5 gallon, ice cream, kitty litter) • Laundry Baskets • Plastic Crates • Plastic Dish Drying Racks
	PLASTIC CONTAINERS LIQUIDS OUT, CAPS ON • Bottles (water, soda, juice) • Jugs (detergent, milk, juice, cleaning products, cooking oil) • Tubes (margarine, sour cream, yogurt)	CARTONS REMOVE CAPS & STRAWS • Juice Boxes • Soup Cartons • Milk & Juice Cartons

MAY 1 2009

POLICY FOR WINDOW REPLACEMENT AND ALTERATIONS

DATED: April 28, 2009

FROM: Elm Grove Terrace Board of Directors

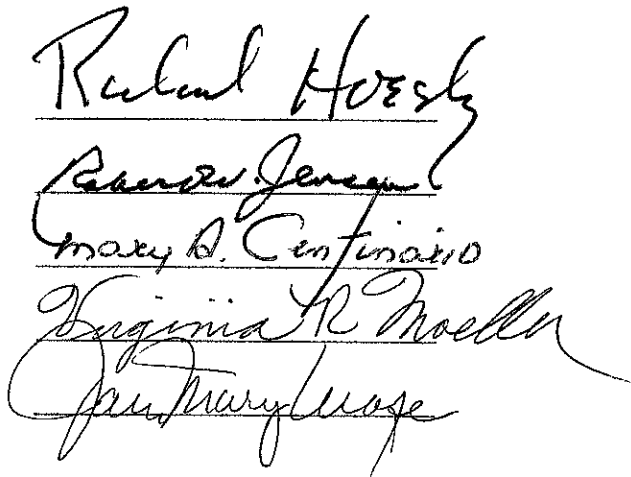
As of the date of this policy revision and clarification, the following will be enforced by the Elm Grove Terrace Board of Directors.

All windows that have the snap in grate dividers currently in the windows will remain in place unless there has been permission in writing from the Board to alter this configuration. A letter to the Board should be submitted with the request and a detailed explanation of the alteration included.

For those condominiums where the grate dividers have already been removed; they will be allowed to keep them this way with no further alterations. In the event these windows are replaced they must be replaced with windows which contain the grate dividers.

Going forward, any replacement or alterations of any windows in the Elm Grove Terrace Condominiums will need an approval in writing from the Board of Directors. These replacements will need to include the grate dividers, either contained permanently in the window or removable. Replacement windows will need to conform to the over all size and look of the building. A letter to the Board at least thirty days before the replacement is intended should be submitted to the Board.

SIGNED: THE ELM GROVE TERRACE BOARD OF DIRECTORS


Richard Horst
Barbara Jensen
Mary D. Confinario
Virginia R. Noeller
Janet Mary Hooge

Elm Grove Terrace Rules and Regulations for Companion and Service Animals

1. The only animals allowed in Elm Grove Terrace are those that are qualified to be on the property by The Fair Housing Act and/or The Americans with Disabilities Act and have obtained the consent of the Board of Directors.
2. All animals must have certifications from a local vet that it has had all required vaccinations and they are up to date.
3. All animals must be in the company of their owner and on a leash or in carriers when in Common Areas and being transported to or from the building.
4. All animals are subject to the Condominium Rules concerning noise and nuisance issues.
5. The animal owner will be charged directly for the repair of all damages his/her animal causes to the Common Areas.
6. Animal owners are required to clean up and properly dispose of all animal waste.
7. Should the animal have an accident in the common areas, Qualified Bio-hazard clean-up will be done by the Condominium and billed back to the owner.



A Community Presence

August 2, 2018

TO: ALL ELM GROVE TERRACE HOMEOWNERS

RE: MOVE IN & OUT POLICY

Attached for your review is the recently adopted Elm Grove Terrace Move In & Out Policy. Please review it carefully and be sure to place it with your other condominium disclosure documents for future reference.

Please also know that this policy is effective immediately. If you are in the process of selling your condominium home and the sale has not closed yet, the new policy must be followed.

Should you have any questions, please do not hesitate to contact the undersigned.

Thank you.

Sincerely,

Hunt Management Incorporated, AAMC
Management Company for
Elm Grove Terrace Owners Association, Inc.

Terry R. Handel, CMCA, AMS, PCAM
Senior Property Manager

Enclosure

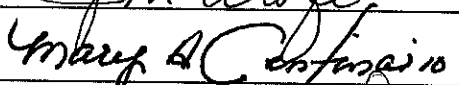
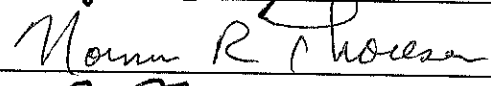
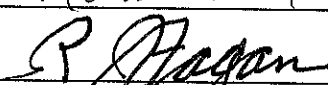
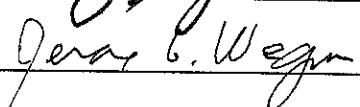
Elm Grove Terrace Condominium Association, Inc.

Move In & Out Policy

1. The Board of Directors or the Managing Agent shall provide Unit Owners with move-in and move-out policies for the Condominium with which Unit Owner and all occupants shall comply. The Board of Directors in all cases shall have the exclusive rights to prescribe the method and manner in which the furniture, equipment and packages shall be brought in or taken out of the Condominium. All moving of furniture, pictures, or equipment into or out of a Unit by Unit Owners and occupants shall be done at such time and in such manner as reasonably directed by the Board of Directors or the Managing Agent. The term Transferee is applied to those moving in or out of the condominium.
2. Move-In / Move-Out Fees. Each time ownership of a Unit is transferred from one party to another (whether by purchase and sale, foreclosure, tax foreclosure, or the taking of a deed in lieu of foreclosure) the transferee of the Unit shall pay a \$500.00 fee to the Association. \$100.00 will be posted to the general Operating Fund to cover the cost of hanging and removing pads in the elevator, inspections of common areas and the additional cleaning required by moving. If there is no damage caused by the moving in/out process, \$400.00 will be returned to the transferee. If there is damage to the building the remaining fee will be retained to pay for the damages as determined by the management company and the Board. If the damage to the building exceeds the deposit held of \$400.00, the transferee will be charged the actual cost of repairs minus the \$400.00. This same process will apply to the moving in and out of a Unit. The \$500.00 Fee shall be paid to the management company at least 7 days prior to the scheduled move in/out date. Once the move/in out has been fully completed, the Transferee shall contact management and arrange for the building to be inspected for damage. If all move in/out policies have been followed and it is determined by management that no damage to the common elements has occurred, then \$400 shall be returned to the Transferee within approximately ten (10) working days.
3. At no time during moving, in/out are the perimeter access doors to be propped open. This is a compromise to the security of the building and causes damage to the doors and locks. If doors have been propped open, the remaining \$400.00 of the move in/out fee of will not be refunded. Transferee must monitor the individuals performing the tasks of moving boxes and furniture. Overhead garage doors will be open for the purpose of moving and security must be maintained at all times. If the transferee leaves a substantial amount of waste in the dumpsters and there is a need to have a special pickup, the cost of the special pickup will be deducted from the deposit.
4. It is the responsibility of the transferee to inform the Management Company and the on-site manager of the date and time of the move, so they can prepare the building. Special arrangement can be made to move items out through the West Main Door but must be done so prior to day of moving.

5. No moving trucks or trailers are to be inside the garage or parked in the circle drive at any time. Moving trucks must park on the west side of the building in the lot or at the southwest side of the building clearing the entrance of the garage door. If there is a question of parking of moving trucks the on-site property manager can direct the movers. Family or others assisting in moving must park in the west lot or on the street not in the circle drive. THERE IS NO MOVING IN OR OUT THROUGH THE FRONT DOOR REGARDLESS OF THE POSITION OF YOUR CONDOMINIUM IN THE BUILDING.
6. On the day of moving the on-site management person will lock open the South overhead garage door for the time specified. Doors to the elevator will be locked open as well. Holding of elevators can be for no more than the time to load and unload the contents. The elevators can not be locked open while moving is done. The main elevator is the only one to be used for moving. This building has many residents who rely on the elevators to move from floor to floor and long wait times is a danger to them.
7. During the move corridors must be kept clear of furniture, boxes and moving materials and equipment. Boxes and cartons must be FLATTENED and placed in the cardboard dumpster in the garage area.

Adopted: 20th July 2018 (Date)

By: , President
, Vice-President
, Secretary
, Treasurer
, Director at Large



A Community Presence

Elm Grove Terrace Owners Association, Inc.

Key Fob Policy – REVISED FEBRUARY 2019

Please be advised of the following policy related to building access key fobs:

- ✓ **All key fobs should be turned over to the new unit owner on the date of the scheduled closing of the sale of a unit.**
- ✓ **All active key fobs will be deleted from the building access system and will no longer be active as of the date of a scheduled closing of the sale of a unit.**
- ✓ **It shall be the obligation of the new unit owner to contact the Association representative, Jane Mary Wolfe #262-649-3173 or Norman Thoresen #262-453-7496 to have fobs programmed back into the system so the building can be accessed.**
- ✓ **The cost for additional key fobs or to replace lost or stolen key fobs shall be \$100.00 per fob.**



A Community Presence

October 31, 2019

TO: ALL ELM GROVE TERRACE HOME OWNERS

RE: WEST LOT PARKING POLICY

Enclosed for your review and file is the WEST LOT PARKING POLICY as adopted by your Board of Directors.

This policy is effective immediately. Please review it and fully comply with all provisions of the policy. After doing so, it should be attached to your individual copy of the Association Governing Documents.

If you have any questions, please feel free to contact me.

Sincerely,

**Hunt Management Incorporated, AAMC
Management Company for
Elm Grove Terrace Owners Association Inc.**

**Terry R. Handel, CMCA, AMS, PCAM
Senior Property Manager**

Enclosure

Elm Grove Terrace Owners Association, Inc.

West Parking Lot – Parking Policy

Adopted October 2019

The west outside surface parking lot is reserved for use by Elm Grove Terrace owners, residents, their guests and service providers only. Owners and residents who have an ample number of garage parking spaces to accommodate their vehicles may not use the lot for permanent overnight parking. If you do not have enough indoor garage parking spaces to accommodate all of your vehicles, you must obtain written permission from Management for permanent overnight outdoor parking. Temporary parking for owners, residents and service providers is permitted. If such parking will exceed 48 hours, Management must be notified, in writing, during regular business hours of same. Notification information provided must specify the following: Length of time needed for parking, name and unit number of condominium unit owner, vehicle owner's relationship with unit owner, make, model, color and license plate number of the vehicle.

Management Contact/Notification Information:

Hunt Management Incorporated. AAMC

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

Fax: 266-238-1485

Email: clientservices@huntmanagement.com

Business Hours: Monday through Thursday - 7:30 AM to 5:00 PM

Friday - 8:30 AM to 12 PM

Saturday & Sunday – CLOSED

Check with Management in advance for any holiday

Related business closures.

Elm Grove Terrace Owners Association, Inc.
Association Owned Garage Parking Space Rental
Policy

Space Numbers: 9, 18, 23, 30, 35 & 38

The above parking spaces are owned by the Association. From time to time these Association owned spaces (referred to hereinafter as "parking space(s)") may be rented to Unit Owners subject to the following terms and conditions:

- If an **owner-occupied unit** currently is deeded only one parking space, rental priority will be given to those units, so, it can be **used as a second personal parking space only.**
- Parking spaces may not be used only for storage or visitors/guests.
- A waiting list will be created in the event that all parking spaces are rented.
- Parking spaces are **not transferable** when a unit is sold.
- Parking space rental fees are set by the Association Board of Directors annually. The minimum rental term is one year. Rental fees must be paid in advance by January 30 of each year. Failure to pay the rental fee by the due date will result in the immediate forfeiture of the use of the parking space.

Adopted: 11-17-20

Elm Grove Terrace Owners Association, Inc.

Construction Rules

AMENDED & ADOPTED 8-27-25

- **You must notify Management at least 14 days in advance of any construction work in your unit. Construction work includes but is not limited to painting, replacement of flooring, cabinets, sinks, countertops, bathroom showers/tubs, windows, patio doors, air conditioners, furnaces and any electrical, HVAC and plumbing work related thereto.**
- **During the construction project, it is required that:**
 - 1. Elevator flooring be protected with mats or the like.**
 - 2. Elevator pads be up while construction materials are moved in and out of the building.**
 - 3. Construction vehicles must be parked outside in the west parking lot only. The only exception to this is when materials are being unloaded or removed from the building.**
 - 4. Debris in common area must be cleaned up daily, when needed.**
 - 5. Construction waste may NOT be disposed in the Association dumpsters. It must be hauled off-site.**
 - 6. Contractors may only enter the building through the parking garage via the west elevator or building stairwells. All construction materials must be brought in/out of the building in the same manner.**
- **Construction work hours are Monday through Friday 8 AM to 4 PM and 10 AM to 3 PM on Saturdays. Construction work may not be done on any holidays. Exceptions will be made for emergency repairs.**
- **All contractors must be licensed and insured, and all required municipal permits must be obtained prior to any work being completed.**
- **In the event there is damage caused due to the construction work, the unit owner shall be assessed a charge of \$100 plus the cost for any damage repairs.**

IMPORTANT INFORMATION

Please keep this information with your governing documents

Elm Grove Terraces Owners Association, Inc.

RULES ENFORCEMENT AND GRIEVANCE PROCEDURE RESOLUTION

WHEREAS the Board of Directors of Elm Grove Terrace Owners Association, Inc. (the "Association") has the authority to "make and enforce (including enforcement through the establishment of a system of fines) rules and regulations and amendments thereto from time to time respecting the operation, use and occupancy of the Condominium Property" pursuant to Article V, Section 3 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, **FIVE HUNDRED DOLLARS (\$500.00)** 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. **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.**
4. 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.
5. **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 April 1, 2025 with the policy to take effect on April 1, 2025.

President Debra Se George
Secretary Linda Davidson

ELM GROVE TERRACE OWNERS ASSOCIATION, INC.

DISCLOSURE MATERIALS

SECTION I

STATUTORY RESERVE ACCOUNT STATEMENT

SEP 14 2005

0011247 AUG 19 05

3308232

REGISTER'S OFFICE
WAUKESHA COUNTY, WI
RECORDED ON

08-19-2005 12:37 PM

MICHAEL J. HASSLINGER
REGISTER OF DEEDS

WC3308232-001

STATUTORY RESERVE
ACCOUNT STATEMENT

Re: Elm Grove Terrace Owner's Association, Inc.

Condominium, being a condominium created under the Condominium
Ownership Act of the STATE OF WISCONSIN by a "Declaration of
Condominium for Elm Grove Terrace Owner's Association Inc.Condominium", dated the 10th day
of September, 1980 and recorded the 5th day of
February, 1981 in the Office of the Register of Deeds
for Waukesha County, Wisconsin, in
(Reel)(Vol) 441 of Records, at (Images) (Pages) 698
through 720, as Document No. 1132699
and by a Condominium Plat (hereinafter "Condominium").The Condominium ~~(shall)~~ (shall not) have a Statutory Reserve Account, as
described in Wis. Stat. § 703.163, effective August 4,
2005.This determination is made by the (Declarant) (Association
with the written consent of a majority of the Unit votes).If the Condominium will not have a Statutory Reserve Account, it is
anticipated that future expenditures for the repair and replacement of the
common elements will be funded by:Elm Grove Terrace Owner's Association, Inc.
will use a non-statutory reserve fund
and such other means as are available
to it by law.

Dated this 4th day of August, 2005.

Robert Aslin

* Robert Aslin

Title: President, Elm Grove Terrace Owners Assoc

Parcel Identification Number (PIN)

Recording Area

Name and Return Address

Elm Grove Terrace Owner's Association Inc
c/o Hunt Management Incorporated
10520 N. Baehr Road, Suite Q
Mequon, WI 53092

AUTHENTICATION

Signature(s)

authenticated this _____ day of _____,

*
TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, _____
authorized by §706.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY

Terry R. Handel

Hunt Management Incorporated

(Signatures may be authenticated or acknowledged. Both are not necessary.)

ACKNOWLEDGMENT

STATE OF WISCONSIN,

Waukesha

County.

) ss.

Personally came before me this 4th day of
August, 2005, the above named

Robert Aslin

Claire Friedl

to me known to be the person _____ s _____ who executed
the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin

My Commission is permanent. (If not, state expiration date:
February 4, 2007.)