

# Highlands of Mayfair Condominium

# EXECUTIVE SUMMARY

This Executive Summary highlights some of the information that prospective condominium buyers are most interested in learning, as well as some of the information that they should consider when contemplating the purchase of a condominium unit. The following sections either briefly summarize pertinent information by answering the questions asked, direct prospective buyers to specific sections of the condominium disclosure materials that discuss each topic in detail (at the □ icon) or may be completed to both summarize the information and refer to the condominium documents. ***This summary, however, 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.***

**Condominium Name:** Highlands of Mayfair Condominium

## How is the condominium association managed?

- What is the name of the condominium association? Highlands of Mayfair Condominium
- What is the association's mailing address? 700 Larry Court, Waukesha, WI 53186
- How is the association managed? By the unit owners (self-managed) ☒ **By a management agent or company**
  - By the declarant (developer) or the declarant's management company
- Whom should I contact for more information about the condominium and the association? Sarah Mead with Elite Properties, Inc. (management agent/company or other available contact person)
- What is the address, phone number, fax number, web site & e-mail address for association management or the contact person? 700 Larry Court, Waukesha, WI 53186 office: 262-373-1777, fax: 262-373-1731 Sarah Mead direct line: 262-373-1777 ext. 229 email: smead@eliteprop.org
- ☐ For specific information about the management of this association, see Declaration, Article III – Association of Unit Owners 3. Management

## What are the parking arrangements at this condominium?

- Number of parking spaces assigned to each unit: 2 How many Outside? 1 How many Inside? 1  
Common element Limited common element ☒ **Included as part of the unit** Separate non-voting units  
Depends on individual transaction [check all that apply]
- Do I have to pay any extra parking fees (include separate maintenance charges, if any)? ☒ **No** Yes, in the amount of \$ \_\_\_\_\_ per \_\_\_\_\_ Other (specify): \_\_\_\_\_
- Are parking assignments reserved or designated on the plat or in the condominium documents?  
☒ **No** Yes - Where?
- Are parking spaces assigned to a unit by deed? ☒ **No** Yes
- Can parking spaces be transferred between unit owners? ☒ **No** Yes
  - What parking is available for visitors? Limited number throughout complex
  - What are the parking restrictions at this condominium? Must vacate parking areas within 12 hours for snow removal. Violators can be towed and/or responsible for snow removal.
- ☐ For specific information about parking at this condominium, see \_\_\_\_\_ Rules and Regulations, J. Outside parking page 4.

## May I have any pets at this condominium?

- No ☒ **Yes** - What kinds of pets are allowed? Two (2) Cats or One (1) Dog
- What are some of the major restrictions and limitations on pets? One (1) 25-pound (maximum weight) for a dog or two (2) cats per unit; dogs must be licensed and leashed when outside. Pets are NOT permitted to use the front lawns to "relieve" themselves.
- ☐ For specific information about the condominium pet rules, see Declaration, Article VI, 3. Pets page 6 or Rules and Regulations, O. Animals page 5.

**May I rent my condominium unit?**

• No ☒ **X Yes** - What are the major limitations and restrictions on unit rentals? First Amendment to Declaration, Article VI, Section 2. LEASES OF UNITS. (a) No Unit Owner shall be permitted to lease his or her unit unless all of the following conditions are satisfied: 1) The unit owner has lived in the unit as his or her primary residence for at least one (1) year following the transfer of ownership. 2(b)(2) The Unit Owner's immediate family members shall be deemed an owner. Immediate family member are herein defined as a parent, child, spouse or legally recognized domestic partner, sibling, grandparent, or grandchild, by blood, marriage, or adoption and shall include half and step relatives. 2(c) No Unit may be leased or rented for a period of less than six (6) months. 2(d) If a Unit Owner leases a Unit, a copy of the lease must be filed with the Association, along with the Association, along with the contact information for the tenant(s), at least ten (10) days prior to the commencement of their tenancy. In addition, the owners shall notify the Association of his/her forwarding address and telephone number where he/she can be reached. 2(e) All leases must: 1) obligate the tenants to carry liability insurance with a single limit minimum of \$500,000.00; 2) require the tenants to abide by the Declaration, By-Laws, and Rules and Regulations as promulgated by the Board of Directors; 3) contain a provision providing that the breach of any of the provisions of the Declaration, the By-Laws or Rules and Regulations of the Association shall also be a breach under the lease; and 4) include a provision stating the following: The Association shall have the right to stand in the shoes of landlord/lessor to evict the tenant in the event of a default in the performance by tenant under the lease of for a violation of the provisions of the Declaration, by-Laws, and/or Rules and Regulations. In the event that these provisions are not added to the lease, they shall be deemed to be incorporated therein by this provision. 2(f) The tenant shall provide the Association with a certificate of insurance for each year the tenant lives in the Unit. The certificate of insurance shall be provided prior to the commencement of the initial lease term and then prior to each renewal term of the lease thereafter.

For specific information about renting units at this condominium, see First Amendment to the Declaration, Article VI, Section 2

**Does this condominium have any special amenities and features?**

☒ **X No** Yes - What are the major amenities and features? \_\_\_\_\_

• Are unit owners obligated to join or make additional payments for any amenity associated with the condominium, such as an athletic club or golf course? ☒ **X No** Yes - What is the cost? \$ \_\_\_\_\_

☐ For specific information about special amenities, see N/A

**What are my maintenance and repair responsibilities for my unit?**

• A Unit Owner must maintain and repair All of the components or installations within or used by Unit so that the same are in good condition.

For specific information about unit maintenance and repairs, see Declaration, Article V, 1. Unit Owner's Responsibility, page 4.

**Who is responsible for maintaining, repairing and replacing the common elements and limited common elements?**

• Common element maintenance, repair and replacement is performed as follows: By the Association, unless, through the fault or negligence of such owner or such owner's family, guest, invitees or tenants or any other occupants of the Unit damaged any portion of the Common Elements.

• How are repairs and replacements of the common elements funded? Unit owner assessments Reserve Funds ☒ **X Both** Other (specify): \_\_\_\_\_

• Limited common element maintenance, repairs and replacement is performed as follows: Either by the Unit Owner or the Association as dictated by the Board of Directors.

• How are repairs and replacements of the limited common elements funded? Unit owner assessments Reserve funds ☒ **X Both** Other (specify): \_\_\_\_\_

☐ For specific information about common element maintenance, repairs and replacements see Declaration, Article V, 1. Unit Owner's Responsibility, 2. Association Responsibility, page 4-5.

**Does the condominium association maintain reserve funds for the repair and replacement of the common elements?** ☒ **Yes**    ☐ **No**    **Is there a Statutory Reserve Account (\*see note on page 3\*)?**    ☐ **Yes**    ☒ **No**

☐ For specific information about this condominium's reserve funds for repairs and replacements, see\_\_

**How are condominium fees paid for on the developer's new units that have not yet been sold to a purchaser?**

• Is the developer's obligation to pay fees for unsold units different than the obligation of new unit purchasers to pay fees on their units? ☒ **Not applicable (no developer-owned units)**    ☐ **No**    ☐ **Yes** - In what way?\_\_\_\_\_

• Are there any special provisions for the payment of assessment fees that apply only during the developer control period?    ☐ **No**    ☐ **Yes** – Describe these provisions: N/A

☐ For specific information about condominium fees during the developer control period, see By-Laws, Section 6.6

**Has the declarant (developer) reserved the right to expand this condominium in the future?**

• ☒ **No**    ☐ **Yes** - How many additional units may be added through expansion? \_\_\_\_\_ units

• When does the expansion period end? \_\_\_\_\_

• Who will manage the condominium during the expansion period? \_\_\_\_\_

☐ For specific information about condominium expansion plans, \_\_\_\_\_

**May I alter my unit or enclose any limited common elements?**

• Describe the rules, restrictions and procedures for altering a unit: Subject to approval by the Board of Directors.

• Describe the rules, restrictions and procedures for enclosing limited common elements: Not permitted.

☐ For specific information about unit alterations and limited common element enclosures, see See

Declaration, Article V, page 4 and 5.

**Can any of the condominium materials be amended in a way that might affect my rights and responsibilities?**

• Yes, Wisconsin law allows the unit owners to amend the condominium declaration, bylaws 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.

☐ For specific information about condominium document amendment procedures and requirements, see

Declaration, Article V, page 11.

**Other restrictions or features:** N/A

**Reserve Account Balance as of April 30, 2019:**

- \$145,085.69

**Is there a transfer fee to be paid at closing?**

- ☒ **No**

• ☐ **Yes** – Amount \$ \_\_\_\_\_

• Who pays transfer fee?    ☐ **Buyer**    ☐ **Seller**

**Does the Association have the Right of First Refusal?**

- ☒ **No**

• ☐ **Yes**

**Does the Association charge a disclosure material fee?**

- ☐ **No**

• ☒ **Yes**

**If so, how much?** The actual cost of furnishing the information or \$50.00, whichever is less pursuant to Sec. 703.20(2)(a) Wis. Stat.

**Does the Association charge a payoff statement fee?**

- No
- Yes
- **X Other** (specify): Pursuant to Wis. Stats. Sec. 703.335(4), for each additional payoff requested during that two-month period there is a \$25.00 charge.

This Executive Summary was prepared on May 16, 2019

By Elite Properties, Inc. Sarah Mead, Property Manager for Highlands of Mayfair Condominium

**\*Note:** A "Statutory Reserve Account" is a specific type of reserve account established under Wis. Stat. § 703.163 to be used for the repair and replacement of the common elements in a residential condominium (optional for a small condominium with less than 13 units or a mixed-use condominium with residential and non-residential units). In a new condominium, the developer initially decides whether to have a statutory reserve account, but after the declarant control period ends, the association may opt-in or opt-out of a statutory reserve account with the written consent of a majority of the unit votes. Existing condominiums must establish a statutory reserve account by May 1, 2006 unless the association elects to not establish the account by the written consent of a majority of the unit votes. Condominiums may also have other reserve fund accounts used for the repair and replacement of the common elements that operate apart from §703.165.

This Executive Summary was developed and distributed by the Wisconsin REALTORS® Association (2004).  
Drafted by: Attorneys Debra Peterson Conrad (WRA), Jonathan B. Levine, and Lisa M. Pardon (Brennan, Steil & Basting, S.C.)

## Fund Balance Sheet

**Properties:** Highlands of Mayfair - c/o Elite Properties, Inc. 700 Larry Court Waukesha, WI 53186-1803

**As of:** 01/31/2021

**Accounting Basis:** Cash

**GL Account Map:** Highlands of Mayfair

**Level of Detail:** Detail View

| Account Number                   | Account Name                             | Operating         | Reserve           | Total             |
|----------------------------------|------------------------------------------|-------------------|-------------------|-------------------|
| <b>ASSETS</b>                    |                                          |                   |                   |                   |
| <b>Cash</b>                      |                                          |                   |                   |                   |
| 115000                           | Operating Cash                           | 35,478.26         |                   | 35,478.26         |
| 117000                           | Money Market Account                     |                   | 44,303.29         | 44,303.29         |
| 118000                           | LandmarkCD-1year 2.05% 08/21/21          |                   | 48,198.85         | 48,198.85         |
| 119000                           | LandmarkCD-1 year 2.05% 02/21/21         |                   | 41,392.39         | 41,392.39         |
| 120000                           | LandmarkCD-1year 0.6% 09/11/21           |                   | 39,966.84         | 39,966.84         |
|                                  | <b>Total Cash</b>                        | <b>35,478.26</b>  | <b>173,861.37</b> | <b>209,339.63</b> |
|                                  | <b>TOTAL ASSETS</b>                      | <b>35,478.26</b>  | <b>173,861.37</b> | <b>209,339.63</b> |
| <b>LIABILITIES &amp; CAPITAL</b> |                                          |                   |                   |                   |
| <b>Liabilities</b>               |                                          |                   |                   |                   |
| 230000                           | Prepaid                                  | 650.00            |                   | 650.00            |
|                                  | <b>Total Liabilities</b>                 | <b>650.00</b>     | <b>0.00</b>       | <b>650.00</b>     |
| <b>Capital</b>                   |                                          |                   |                   |                   |
| 330000                           | Retained Earnings                        | 172,026.61        |                   | 172,026.61        |
|                                  | Calculated Retained Earnings             | 6,871.54          | 0.00              | 6,871.54          |
|                                  | Calculated Prior Years Retained Earnings | 16,251.15         | 13,540.33         | 29,791.48         |
|                                  | <b>Total Capital</b>                     | <b>195,149.30</b> | <b>13,540.33</b>  | <b>208,689.63</b> |
|                                  | <b>TOTAL LIABILITIES &amp; CAPITAL</b>   | <b>195,799.30</b> | <b>13,540.33</b>  | <b>209,339.63</b> |

**HIGHLANDS OF MAYFAIR CONDOMINIUM  
Wauwatosa, Wisconsin**

**DISCLOSURE MATERIALS**

**Location of Condominiums:**

Situated on West Gilbert Avenue, City of Wauwatosa, Wisconsin. That part of the NE 1/4 of Section 19, T7N, R21E, in the City of Wauwatosa, Milwaukee County, Wisconsin, bounded and described as follows: Commencing at the Northwest Corner of said 1/4 Section; running thence N 89°41'30" E along the North line of said 1/4 Section, 1061.89 feet to a point; thence S 0°08'30" E along the East line of North Avenue Manor a recorded subdivision 758.06 feet to the point of beginning of the land to be described; continuing thence S 0°08'30" E along the East line of North Avenue Manor 570.00 feet to a point in the South line of the NE 1/4 of said 1/4 Section; thence N 89°45'10" E along the South line of the NE 1/4 of said 1/4 Section 470.00 feet to a point; thence N 39°41'33" W 738.12 feet to the point of beginning.

**Declarant:** Paramount Ventures, LLC  
5400 South 60th Street  
Greendale, WI 53129

**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 FIVE (5) BUSINESS DAYS FOLLOWING RECEIPT OF THESE DOCUMENTS, OR FOLLOWING NOTICE OF ANY MATERIAL CHANGES IN THESE DOCUMENTS, CANCEL IN WRITING THE CONTRACT OF SALE AND RECEIVE A FULL REFUND OF ANY DEPOSITS MADE.**

## INDEX

The disclosure materials the Declarant is required by law to provide to each prospective condominium purchaser contain 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 1.
2. Legal Description. (Exhibit A). The Legal Description is on page 16.
3. Schedule of Units and Percentage of Ownership Interest. (Exhibit B). The Seller has provided the addresses and percentage of ownership interest of each unit. The Schedule of Units and Percentage of Ownership Interest begins on page 17.
4. Condominium Plat. (Exhibit C). The Seller has provided a condominium plat map which shows the location of the Unit you are considering and all facilities and common areas which are part of the condominium. The Condominium Plat is on page 19.
5. Floor Plans. (Exhibits D-1 to D-12). The Seller has provided a floor plan of the Units being offered for sale. The floor plan begins on page 20.
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 initial estimate of those charges which are in addition to the Buyer's mortgage and utility payments. The proposed initial budget is on page 32.
7. Articles of Incorporation of Residential Association. The operation of a condominium is governed by the Association, which each Unit Owner is a member. Powers, duties and operation of an Association are specified in its Articles of Incorporation. A copy of the Articles of Incorporation begins on page 33.
8. By-Laws of Residential Association. The By-Laws contain rules which govern the condominium and effect the rights and responsibilities of Unit Owners. A copy of the Association's By-Laws begins on page 37.

REEL 3870 IMAG 971

DECLARATION OF CONDOMINIUM  
OF  
HIGHLANDS OF MAYFAIR CONDOMINIUM  
Wauwatosa, Wisconsin

7258470

REGISTER'S OFFICE  
Milwaukee County, WI } 88  
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*Wauwatosa* REGISTER  
OF DEEDS

7258470 #

RECORD 78.00

DECLARANT

PARAMOUNT VENTURES, LLC

PREPARED BY

and Return To :

Paul A. Piaskoski  
PIASKOSKI & ASSOCIATES, S.C.  
500 W. Brown Deer Rd.  
Post Office Box 17821  
Milwaukee, WI 53217-0821  
(414) 540-1000

7800

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HIGHLANDS OF MAYFAIR CONDOMINIUM

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DECLARATION OF CONDOMINIUM  
OF

HIGHLANDS OF MAYFAIR CONDOMINIUM

THIS DECLARATION is made pursuant to the Condominium Ownership Act of the State of Wisconsin, Chapter 703 of the Wisconsin Statutes, this 23rd day of August, 1996, by PARAMOUNT VENTURES, LLC (hereinafter collectively referred to as the "Declarant").

WITNESSETH:

WHEREAS, the Declarant is the sole owner of certain real property described in Exhibit A attached hereto (hereinafter referred to as the "Property"); and

WHEREAS, four (4) buildings are currently under construction on the Property, with three (3) buildings consisting of eight (8) Units and one (1) building consisting of twelve (12) Units, which Declarant intends to complete together with certain other improvements in connection therewith; and

WHEREAS, the Declarant hereby intends to submit the Property, buildings and other improvements to the condominium form of ownership under the Condominium Ownership Act ("Act") and to establish certain easements, rights, restrictions and obligations with respect to the ownership, use and maintenance of the Property, buildings and improvements (hereafter referred to as the "Condominium"), on the terms and conditions set forth herein; and

WHEREAS, the name of the Condominium shall be "HIGHLANDS OF MAYFAIR CONDOMINIUM," and the addresses of the individual Units of the Condominium are as set forth on the attached Exhibit B;

NOW, THEREFORE, the Declarant, as the fee owner of the Property, submits the Property, buildings and other improvements to the condominium form of use and ownership as provided in the Act and this Declaration, subject to taxes and assessments not yet due and payable, municipal and zoning ordinances, and all other matters of record on the date hereof.

ARTICLE I

DESCRIPTION OF THE BUILDINGS, UNITS AND COMMON ELEMENTS

1. Buildings. Four (4) buildings, three (3) containing eight (8) Units and one (1) containing twelve (12) Units, and other improvements, are shown on the Condominium Plat attached hereto as Exhibit C. The buildings shall contain two (2) levels, plus a basement and attached garages, and shall be constructed principally of brick, wood frame and aluminum. Additional construction details are set forth in the building plans; and working drawings and are available for inspection at the office of the Declarant.

2. Units. The Units and their respective designations and locations are shown on the floor plans of the Condominium attached hereto as Exhibits D-1 through D-12. Each Unit shall consist of

story with a partial basement and single car attached garage, and shall contain two (2) bedrooms, two (2) baths, a living room, dining room and kitchen with approximately 1,400 square feet of living area. Units on the second floor in each building shall have a balcony; and Units on the first floor in each building shall have a patio. A "Unit" shall mean a part of the Condominium subject to this Declaration intended for independent, residential use, including one or more cubicles of air at one or more levels of space, or one or more rooms of enclosed spaces located on one or more floors (or parts thereof) in the building. The upper and lower boundaries of each Unit shall be, respectively, the plane of the under surfaces of the chords of the roof trusses, and the plane of the under surfaces of the floor. The vertical boundaries of each Unit shall be the plane of the center line of interior walls bounding a unit, and the interior plane of the exterior of the outside walls of the building or Unit; and where there is attached to the building a balcony, deck, patio or other portion of the building serving only the Unit being bounded, such boundaries shall be deemed to include any such appurtenances.

3. Utility Services. Utility services including electricity, natural gas and municipal water and sewer shall be separately metered for each Unit, and separately for the Common Elements (if required), as described in Article II hereof.

4. Utility Lines. Any supply lines, waste lines, pipes, wires, conduits or public utility lines running through a Unit which serve more than one Unit shall be Common Elements.

5. Common Elements. The "Common Elements" shall consist of all the Condominium except the Units.

## ARTICLE II

### OWNERSHIP OF COMMON ELEMENTS

1. Ownership. The ownership of each Unit shall include a two and seventy-seven one hundredths percent (2.77%) undivided interest in the Common Elements. The interest of a particular owner in the Common Elements may hereinafter be referred to as such owner's "Interest."

2. Sharing of Expenses and Surpluses. The common expenses relating to the Common Elements shall be shared among the owners of all Units according to their respective Interest.

3. Application of Surpluses. All common surpluses of the Condominium derived from assessments for Common Elements for each fiscal year of the Association shall be retained for common expenses of the Condominium for the next succeeding fiscal year or years in accordance with the Unit Owner's Interest.

## ARTICLE III

### ASSOCIATION MEMBERSHIP OF UNIT OWNERS

1. Administration. The Condominium shall be administered by an association to be incorporated and known as the Highlands of Mayfair Condominium Association, Inc. (the

"Association"). The Association shall adopt By-laws in furtherance of its administration of the Condominium.

2. Membership and Voting. Each Unit owner shall be a member of the Association and membership shall commence and terminate with ownership. Members shall be possessed of votes commensurate with their interest. The manner of casting ballots shall be as set forth in the By-Laws. The transfer of control of the Association from Declarant to the other Unit owners shall be as set forth in Article XII hereof.

3. Management. The Association may employ a professional management agent or company for the Condominium with such experience and qualifications and on such terms and conditions as are acceptable to the Board of Directors. Any such management agreement may be terminated without cause upon ninety (90) days notice, without payment of any penalty.

#### ARTICLE IV

#### ASSESSMENTS

1. BUDGET AND ASSESSMENTS. The Association shall determine a budget of common expenses and levy assessments therefor as provided herein or in the By-Laws. The Association may also levy a special assessment on all owners for any purpose for which a general assessment may be levied and a special assessment on a particular Unit owner for the purpose of collecting any amounts due to the Association in accordance with any of the other provisions of this Declaration, the By-laws or rules and regulations as may be adopted thereunder.

2. LIABILITY; LATE PAYMENTS. The By-Laws shall set forth the manner of making and collecting assessments for common expenses of the Condominium. Regular assessments not made for violations of the provisions of this Declaration, the By-Laws or Rules and Regulations shall be made on an annual basis but shall be due and payable in monthly assessments as determined by the Board of Directors. Any assessment or installment of an assessment not paid within ten (10) days of its due date may be subject to a late charge and/or interest as set forth in the By-Laws.

3. LIENS. If a Unit owner defaults in any payment, the Association shall take appropriate measures as provided by law. 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. The Association may purchase a Unit upon the foreclosure of its lien thereon.

4. ASSOCIATION STATEMENTS. The Association shall, upon ten (10) days request, provide a letter to any Unit purchased stating the existence, if any, of outstanding general or special assessments against 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 outstanding general or special assessments and no such letter shall be required or given as to such Units.

5. RIGHTS OF MORTGAGEES. Any first mortgagee who obtains title to a Unit pursuant to remedies provided in the mortgage or foreclosure of the mortgage or deed in lieu of foreclosure shall

not be liable for such Unit's unpaid assessments accruing prior to the acquisition of title to such Unit by such mortgagee (except to the extent that any uncollected assessments may be included in any subsequent budget or revision to a budget).

6. INITIAL WORKING CAPITAL FUND. (a) Each purchaser of a Unit from the Declarant shall, at the time of conveyance by the Declarant, advance to the Association an amount equal to two (2) months installments of the regular assessment provided for in Section 1 of this Article IV, or such greater amount as is designated by the Board of Directors with notice of record. Amounts paid pursuant hereto are not to be considered as advance payments of installments of such regular assessments. Declarant shall advance a like amount for the purposes herein for each Unit which is completed but unsold at the end of sixty (60) days from the date of issuance of an occupancy permit for such unit. Each such advance by Declarant shall be credited and returned to Declarant upon the conveyance of the Unit and payment of a like advance by the purchaser. Such working capital fund shall be kept in a segregated account.

(b) The monies deposited in this fund may be applied to meet common expenses of the Association during the five (5) year period commencing on the date of recordation of this Declaration. After this time, if funds remain therein, this fund may be terminated and the monies applied to reduce the regular assessments otherwise due and payable or this fund may be retained for use as a capital improvements reserve fund. Subject to the limitations set out in this subsection, the Board of Directors, by majority vote, shall decide upon the use of the monies deposited in this fund. The Board of Directors may, from time to time, levy an assessment to replenish this fund; provided, however, that the amount of the assessment shall not exceed two (2) months installments of the regular assessment multiplied by the number of Units.

7. FIRST ASSESSMENT. Regular assessments shall be levied and installments therein shall commence being due and payable on the date of recordation of the first instrument of conveyance pursuant to sale of a Unit. Notwithstanding the foregoing, until sixty (60) days after the issuance of an occupancy permit for an unsold Unit owned by Declarant, Declarant shall pay Twenty-five percent (25%) of the assessment otherwise due hereunder on such Units as it owns.

## ARTICLE V

### MAINTENANCE AND ALTERATION OF CONDOMINIUM

1. UNIT OWNER'S RESPONSIBILITY. The owner of each Unit shall at its cost: (a) perform routine maintenance, repair and replacement, including structural maintenance, repair and replacement, of all of the components or installations within or used by the Unit so that the same are in good condition, including but not limited to, all utility lines and installations, the heating and air conditioning system for the Unit, fixtures, appliances, interior surfaces of the perimeter walls of the Unit and all other walls within the Unit, flooring and ceilings, windows, window frames and doors, including all glass and locks in windows and doors; (b) paint and decorate all walls and surface areas of the Unit; (c) repair and replace any portion of the Common Elements damaged through the fault or negligence of such owner or such owner's family, guests, invitees or tenants or any other occupants of the Unit; (d) be responsible for the reasonable security and safety of such Unit and shall be liable for damages caused to any other Unit(s), or the Common Elements, to the extent not covered by insurance,

as a result of a breach of such security; and (e) keep the patios, decks or balconies, if any, appurtenant to the Units in a clean and neat condition, clear of snow, ice and water. If repairs to Common Elements are required as a result of a Unit owner's negligence or failure to perform its responsibilities, the Association shall have the right and obligation to repair such Common Element, but shall levy an assessment against the responsible Unit owner for all costs incurred therefor in excess of any insurance proceeds received and applicable thereto.

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

3. CHANGES BY OWNERS. No Unit owner other than Declarant shall alter the Common Elements without the prior written consent of the Board of Directors.

4. DECORATIONS, SIGNS. No Unit owner shall decorate or alter the exterior of a Unit or the Common Elements without the prior written consent of the Board of Directors. No owner of a Unit, except the Declarant, its successors and assigns, may erect, post or display posters, signs or advertising material on the Common Elements or at locations within a Unit which are visible from the Common Elements without the prior written consent of the Board of Directors. Where such consent is obtained, the permitted signs will be erected and maintained in accordance with all ordinances, rules and regulations applicable thereto. "Signs" as used herein shall be construed and interpreted in the broadest possible sense and shall include any placard, posters or other such devices as may be affixed to the interior of any exterior windows so as to be visible from the exterior of the Building. No awnings, enclosures, storm windows or doors shall be installed on patios or balconies. No grills shall be used or stored on patios, decks or balconies unless they are a type using a cover in place while in use. Patios, decks and balconies shall not be used for storage of any kind, including but not limited to, the storage of motorcycles, baby carriages, bicycles or wagons nor shall patios, decks or balconies be used for the drying or airing of laundry, carpets, rugs or clothing.

5. INTERIOR DIVISIONS. A Unit owner may erect or change non-structural walls and barriers within its Unit provided that such owner shall not affect the Common Elements or the structural soundness of the Unit and provided further that if such improvements may affect the Common Elements, structural soundness or the Unit's current composition, such Unit owner must submit plans and specifications for such improvements to the Board of Directors for its approval as provided in Article V, Section 7, at least sixty (60) days prior to the commencement of construction.

6. STRUCTURAL CHANGES BY ASSOCIATION. Except as reserved to the Declarant, its successors and assigns, the Association shall not make or permit any substantial alterations, modifications or additions of a structural nature or otherwise to the Common Elements without the affirmative vote of two-thirds (2/3) of the Board of Directors.

7. APPROVALS. The Association, acting through its Board of Directors, may approve or disapprove any proposal submitted to it pursuant to this Declaration, but shall apply any one or more of the following criteria in considering any such proposal and may apply any additional criteria as it may deem prudent: (i) matters of access and convenience to the other Units, (ii) requiring the written agreement of the Unit owner making any proposal to pay the costs of restoring the Common Elements affected by such proposal to their prior physical layout and condition upon the termination of such use.

and (iii) requiring the written agreement of the owner of such Unit to pay a fair and reasonable monthly charge to the Association for any encroachment on Common Elements as a result of such proposal. The Association may at its discretion impose conditions upon its consent to any proposal. Approval by the Association of any proposal submitted herein shall be deemed to have been given if the presiding officer thereof so indicates in writing, or if the presiding officer fails to respond within sixty (60) days following written submission of proposals. The presiding officer or the Association may delegate the duties of review and/or processing to any other person as he/it may deem appropriate. The Association may also delegate the duty of approval to any other person it deems appropriate.

8. EASEMENTS FOR UTILITY MAINTENANCE. There is hereby expressly reserved an easement for the Association to enter upon such portions of each Unit as is necessary for the installation, repair or replacement of water, electric or other mechanical systems where such systems service more than one Unit, provided that such entry shall be at reasonable times and upon reasonable notice, except in emergency, and provided that the Association shall pay all the costs thereof, unless otherwise expressly provided herein.

## ARTICLE VI

### RESTRICTIONS ON USE AND OCCUPANCY

1. RESIDENTIAL PURPOSES ONLY. Each Unit shall be occupied and used only for residential purposes and for no other purpose. No trade or business, other than activities related to rental residential use, shall be carried on anywhere on the Condominium.

2. LEASES OF UNITS. Any owner (including the Declarant) may enter into a lease of a Unit (each a "Lease") on such terms and conditions as it desires, subject to this Declaration, By-laws, and such Rules and Regulations as are hereafter promulgated by the Board of Directors providing no lease shall be for a term of less than thirty (30) days. Each Lease shall contain a provision providing that the breach of any of the provisions of this Declaration, the By-laws or Rules and Regulations of the Association shall also be a breach under the Lease. The Association reserves a right of enforcement under all Leases for breaches of the Declaration, By-Laws or Rules and Regulations. Unit owners shall provide the Association with a current tenant list with the name, address and telephone number of each tenant. No rooms in any Unit may be individually rented and no transient tenants shall be accommodated.

3. PETS. No more than two cats (licensed as required by law), neutered and declawed, or one dog (licensed as required by law), weighing not more than 25 lbs., and no other animals, may be kept by a Unit Owner without the express, prior, written consent of the Association Board of Directors, or its designee; and each Unit Owner shall be solely responsible for all injuries or damages caused by any pet or animal, and shall indemnify and save the Association and Unit Owners harmless therefrom.

4. NO OBSTRUCTION. No owner shall cause or permit the Common Elements to be used as to deny to others the full use of the Common Elements. Accordingly, there shall be no obstruction of any Common Elements, other than for temporary parking of motor vehicles in the outdoor parking spaces on the Condominium and other than as may be necessary in connection with the construction or reconstruction of any building or other improvement on or in the Condominium. Junked, inoperative

or unlicensed vehicles shall not be permitted anywhere on the Condominium. Trailers, vans, trucks, campers, camping trucks, house trailers, boats, boat trailers, motorcycles, mopeds, motorized bicycles, snowmobiles or land vehicles or the like shall not be stored, parked or placed on the Condominium and no maintenance or lubrication of any vehicle shall be permitted anywhere on the Condominium except in such places and at such times as the Board of Directors may permit by rules promulgated relative to such storage, parking, placement, maintenance or lubrication. No vehicle shall occupy, park upon or otherwise block access to or exit from another Unit or the approach thereto. No playground, bicycle racks or other obstructions may be placed on the Common Elements except as the Board of Directors permits by rules promulgated relative to such placement.

5. WASTE. Any 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.

6. ANTENNAS. No antennas for television or aerials 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 its successors and assigns or by the Association and except any individual antennas erected or installed with the prior written consent of the Board of Directors. No cable for television or radio reception may be installed without prior written consent of the Board of Directors.

7. ENCROACHMENTS. If any portion of the Common Elements encroaches upon a Unit or any Unit encroaching upon the Common Elements or upon any other Unit or if any utility lines encroach upon either the Common Elements or a Unit, a valid easement for the encroachment and for the maintenance of the same shall exist for the duration of the encroachment, except that if such encroachment is the result of a change to the Unit or Common Elements effectuate by an owner or occupant after the date on which the particular building containing the Unit was submitted to the Act and this Declaration, then no easement shall exist unless the procedures and approvals provided in Article V, Section 7, hereof have been followed and obtained. Minor encroachments of parts of the Common Elements and utility lines due to reconstruction of a part or all of a building shall be permitted and a valid easement for such encroachments and the maintenance thereof shall exist from the Unit owners.

8. MUTUAL ENJOYMENT. Each Unit owner shall have the right to use its Unit in accordance with this Declaration and applicable law, free from unreasonable interference with the peaceful possession and operation thereof and conduct of residential rentals therein and free from immoral, improper, unreasonably annoying or offensive activity by the conduct of each other Unit owner.

9. NOXIOUS ACTIVITY. No use or practice shall be allowed on the Condominium which is immoral, improper or offensive in the opinion of the Board of Directors or which is in violation of the By-Laws or Rules and Regulations of the Association.

10. FURTHER EASEMENTS. The Association may grant easements over or through the Common Elements for such purposes as it deems reasonable for the benefit of the Unit owners.

ARTICLE VII

INSURANCE

1. ASSOCIATION INSURANCE The Association shall obtain and continue in effect comprehensive general public liability insurance for occurrences on the Common Elements, and hazard insurance coverage on all buildings on the Property, excluding the contents and/or furnishings therein ("Association Insurance"). The Board of Directors may also obtain such other insurance as it shall determine from time to time to be desirable. Except as above, the Association shall not obtain coverages in favor of the units or their occupants. In no event shall a Unit owner be entitled to exercise its right to maintain insurance coverage for its Unit or contents or furnishings therein in such a way as to result in the decrease of the amount which the Association may realize as trustee under Association Insurance.
2. COVERAGE OF ASSOCIATION INSURANCE The Association Insurance shall be 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 examined periodically. Such insurance shall afford 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.
3. PROCEEDS Association 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 thereunder shall be paid to the Association as trustee for the owners of Units, and their mortgagees for the purpose provided in Article VIII hereof. In the case of proceeds from liability coverage, the same shall be applied as the Association directs.
4. COST; PROCEDURE All premiums for Association Insurance and other insurance obtained by the Association shall be a common expense of the Condominium, except that any increase in the rating or premium charged for any such insurance caused by the character of the use of any Unit shall be an expense solely of such Unit owner. A complete insurance appraisal of each building on the Condominium shall be made at least once every three years.
5. WAIVER 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 Association, 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.
6. ACTS AFFECTING INSURANCE No Unit owner or occupant shall commit or permit any violation of covenants or agreements contained in any of the policies of insurance obtained by the Association, 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 such insurance, or (iv) result in an increase in the insurance rate or premium over the premium which would

have been charged in the absence of such violation or condition, 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 Insurance or with respect to any policy of insurance carried by any Unit owner shall be increased over the rate charged for the lowest-rated Unit, (a) by reason of anything that is done or kept in a particular Unit, (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 Insurance, 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 or the By-Laws, then the Unit owner of that particular Unit shall reimburse the Association and such other Unit owners individually 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.

7. EXCLUSIONS FROM COVERAGE Notwithstanding anything to the contrary herein, the insurance coverage obtained by the Association shall exclude (i) any coverage on any personal property located within or appertaining to the exclusive use of a Unit, including but not limited to, appliances, water heater, drapes, carpeting, wall coverings, equipment and fixtures; 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 happening within a Unit and/or relating in any way whatsoever to any and all 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 Association.

8. UNIT OWNER OBLIGATIONS Each owner or occupant of a Unit shall be responsible for maintaining such public liability insurance, fire and hazard insurance as may be desired for the Unit and its contents.

## ARTICLE VIII

### RECONSTRUCTION AFTER LOSS

1. RECONSTRUCTION In the event of fire, casualty or any other disaster affecting one or more of the units 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 at least the same condition they were in prior to the fire, casualty or disaster; provided that the internal non-stress bearing improvements within a Unit need not be restored in the same location or constructed of the same materials or design. The Association shall undertake to cause such reconstruction and repair to be accomplished within a reasonable period of time. Perpetual easements are hereby reserved to the Association for the reconstruction or repair contemplated herein.

2. INSUFFICIENT INSURANCE PROCEEDS If the insurance proceeds are insufficient to reconstruct or repair the Damaged Premises, then:

(a) The entire Condominium shall be subject to an action for partition upon obtaining the written consent of the Unit owners having 75% or more of the votes in the Association. In the case of partition, the net proceeds of sale of the entire Condominium (which the Association may in its

discretion determine to sell as a whole or in parts) together with any net proceeds of insurance shall be considered as one fund ("Partition Proceeds") and shall be divided among all Unit Owners in proportion to their respective Interests.

(b) If the consent required under subparagraph (a) above is not obtained within thirty (30) days from the date of the loss, then the Damaged Premises shall be reconstructed and repaired by the association with the insurance proceeds and, subject to Section 3 hereof, all Units shall be assessed for the deficiency in proportion to their Interests. The provisions of Article IV shall apply to all sums assessed for any deficiency.

3. CONTROL OF RESTORATION. The Association shall have the sole power to settle adjustments with the insurance carrier for policies purchased by the Association. If the Damaged Premises are solely within a Unit or Units owned by the same owner, the Association may permit such Unit owner to settle adjustments, except that no such adjustment shall cause an increase in premium or a decrease in coverage afforded. The Association shall have the sole power to engage contractors to restore the Damaged Premises, provided that a Unit owner's recommendations regarding restoration of a Unit shall be accepted if reasonable. If the insurance proceeds are insufficient for a complete restoration of a Unit shall be accepted if reasonable. If the insurance proceeds are insufficient for complete restoration because of additional work within a Unit only that portion of the proceeds of insurance which the insurance carrier shall specify is applicable to the particular Damaged Premises and such Unit owner shall pay to the Association the deficiency caused thereby prior to performance of the work.

## ARTICLE IX

### CONDEMNATION

1. DEFINITION. The phrases "taking" and "condemnation" include any sale in settlement of any pending or threatened condemnation proceeding.

2. RIGHT OF APPEAL. Each Unit owner shall have the right of appeal of the necessity of the taking and of the condemnation award with respect to its Unit. The Association shall have the exclusive right of appeal of the necessity of the taking and of the condemnation award with respect to the Common Elements. An appeal by the Association or such owner shall be binding upon all the owners affected thereby.

3. ALLOCATION OF AWARD. Any damages for a taking shall be awarded as follows:

(a) Each Unit owner is entitled to the entire award for the taking of all or part of its respective Unit and for consequential damages to its Unit.

(b) In the event no reconstruction is undertaken as below, any award for the taking of Common Elements shall be allocated to all Unit owners in proportion to their respective Interests.

4. RECONSTRUCTION AFTER TAKING. Following the taking of all or a part of the Common Elements, the Association shall promptly undertake to restore the improvements of the

Common Elements to an architectural whole compatible with the existing structure. Any costs of such restoration in excess of the condemnation award shall be a common expense payable in accordance with Article IV, Section 1 hereof. If the taking diminishes the Condominium to the extent that reconstruction or restoration is not practical in the opinion of the Association, the entire Condominium shall be subject to an action for partition upon obtaining the written consent of the Unit owners having 75% or more of the vote. In the case of partition, the net proceeds of sale of the Condominium, together with any net proceeds of the award for taking shall be considered as one fund and shall be divided among all Unit owners in accordance with Article II hereof. If such consent is not obtained within thirty (30) days of the decision of the Association, then reconstructing shall take place in accordance with Article VII hereof.

5. ADJUSTMENT OF INTERESTS AND VOTES. The Interests and the sharing of common expense under Article IV hereof and the votes under Article III hereof appertaining to the remaining Units shall be adjusted after the taking of a Unit in the same manner as set forth in Article II, Sec. 1 hereof. A partial taking of a Unit shall not include the Interest or the votes appurtenant to the Unit. The Association shall cause the recordation of an amendment hereto which discloses the nature of the taking and the adjustments hereunder.

## ARTICLE X

### AMENDMENT OF DECLARATION

1. PROCEDURE. Except as otherwise provided in this Declaration, this Declaration may only be amended by the written consent of Unit owners representing at least 67% of the total allocated votes of the Association. A Unit owner's written consent is not effective unless it is approved by the mortgagee of the Unit, if any. Any amendment to this Declaration shall be prepared and executed by the presiding officer of the Association, or its designated agent, and shall become effective when recorded in the Office of the Register of Deeds for Racine County, Wisconsin. No action to challenge the validity of an amendment shall be commenced more than six (6) months after the amendment is recorded.

2. LIMITATIONS ON CERTAIN AMENDMENTS. No amendment to this Declaration shall be adopted which would operate to affect the validity or priority of any mortgage or which would alter, amend or modify, in any manner whatsoever, the rights, powers and privileges granted and reserved herein in favor of any Mortgagee, or in favor of the Declarant, without the consent of all such mortgagees or the Declarant, as the case may be. Any amendment must be recorded in Racine County, Wisconsin.

3. APPROVAL. A Unit owner, or a Mortgage holder in the cases of an amendment to correct a technical error or any amendment not described in Article X, Section 2 hereof, who receives a written request to approve additions or amendments, who does not deliver or post to the requesting party a negative response within thirty (30) days shall be deemed to have approved such request.

**RIGHTS OF MORTGAGE HOLDERS**

1. **NOTICE.** Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor of a Unit mortgage and the Unit number or address, any such mortgage holder, insurer or guarantor will be entitled to timely written notice of:

a. Any condemnation or casualty loss which affects either a material portion of the Condominium or the Unit securing its mortgage;

b. Any thirty (30) day delinquency in the payment of assessments owed by the owner of any Unit on which it holds a mortgage or any breach of the provisions of any instrument or rule governing the Condominium which is not cured by such owner within thirty (30) days of such breach;

c. Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and

d. Any proposed action which would require the consent of a specified percentage of eligible mortgage holders as specified below.

2. **OTHER PROVISIONS.** Mortgage holders shall also be afforded the following rights:

(a) **Restoration or Repair of Condominium.** Any restoration or repair of the Condominium after a partial condemnation or damage due to an insurable hazard, shall be performed substantially in accordance with this Declaration and the original plans and specifications, unless other action is approved by holders of mortgages on Units which have at least Fifty-one (51%) of the votes of Units subject to mortgages.

(b) **Election to Terminate the Condominium.** Any election to terminate the Condominium after substantial destruction or a substantial taking in condemnation of the Property must require the approval of holders of mortgages on Units which have at least Fifty-one (51%) of the votes of Units subject to mortgages.

3. **DEFINITION.** For purposes of this Declaration and the Association's By-Laws, the terms "Mortgagee" or "Mortgage holder" shall be defined as limited to holders of a first lien mortgage and first land contract vendors. Persons described by such definition are required to register with the Association in order to claim a right to notice under this Declaration and By-Laws.

**RIGHTS OF DECLARANT**

1. CONTROL OF ASSOCIATION. (a) Until the earlier of the expiration of three (3) years from the date that the first Unit is conveyed to any person other than Declarant, or thirty (30) days after the conveyance of 75% of the Common Element Interests to purchasers, Declarant, or its successors and assigns, acting alone shall have the right to appoint and remove officers of the Association or to exercise the powers and responsibilities otherwise assigned by this Declaration.

(b) Prior to conveyance of 25% of the Common Element Interests to purchasers, the Association shall hold a meeting and the Unit owners other than Declarant shall elect at least 25% of the Board of Directors.

(c) Prior to conveyance of 50% of the Interests to purchasers, the Association shall hold a meeting and the Unit owners other than Declarant shall elect at least 33 1/3% of the Board of Directors, including the director elected under (b) above. For example, if the Board is comprised of three (3) Directors, the election of one (1) director pursuant to subsection (1)(b) herein shall also satisfy the requirements of this subsection.

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

a. may, but shall not be obligated to, manage and operate the Condominium in accordance with the provisions of this Declaration, including the right to contract for professional management of the Condominium;

b. may use the Common Elements and any unsold Units on the Condominium 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 and showing the Condominium or maintaining signs;

c. 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;

d. reserves the right to (i) make minor alterations and changes to the design or exterior materials of any Building or any part thereof subsequent to construction; and (ii) alter and change the interior materials and the interior arrangement of any Unit owned by Declarant.

ARTICLE XIII

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 or any other remedy provided by the By-Laws or subject to injunctive relief, or all of the above, as a result of such non-compliance, by the Association or in a proper case, by an aggrieved Unit owner.

ARTICLE XIV

SERVICE OF PROCESS

The initial registered agent for service of process shall be Michael H. Dilworth, c/o Ener-Con Builders, Inc., 11113 W. Forest Home Ave., Franklin, WI 53132. Change of agent for service of process may be accomplished by Declarant at any time prior to the sale of seventy-five percent (75%) of the Units, and thereafter by resolution of the Board of Directors of the Association and upon proper filing of said name with the Wisconsin Secretary of State.

ARTICLE XV

RIGHT OF ENTRY

A right of entry to the Units as reserved by Article V, Section 8, shall exist for the owners thereof or their agents or any person authorized by the Association for the purposes provided in such Article provided request for entry is made in advance and at a convenient time for the Member. However, in case of emergency, entry to a Unit may be made immediately, whether the owner or occupant of the Unit is or is not present and without liability to the Unit owner, the Association or its agents. Any damage or loss caused as a result of such emergency entry shall be at the sole expense of the Unit owner if, in the reasonable judgment of those authorizing the entry, such entry was for emergency purposes.

ARTICLE XVI

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. SEVERABILITY. If any provision, or any part thereof, of this Declaration or the application thereof to any person or circumstances 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.

Each provision, or any part thereof, of this Declaration shall be valid, and be enforced, to the fullest extent permitted by law.

4. 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 X and XI, 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 such action, and (ii) to do all other things necessary to accomplish the action so taken.

5. SUCCESSORS AND ASSIGNS. All rights and benefits reserved or covenanted in favor of the Declarant under this Declaration 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 rights and benefits so assigned.

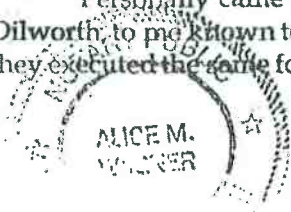
Executed at Milwaukee, WI, this 23<sup>rd</sup> day of August ~~March~~, 1996.

PARAMOUNT VENTURES, LLC

By: *Michael H. Dilworth*  
Michael H. Dilworth, Manager

STATE OF WISCONSIN )  
 ) ss.  
COUNTY OF MILWAUKEE )

Personally came before me, this 23<sup>rd</sup> day of August ~~March~~, 1996, the above-named Michael H. Dilworth, to me known to be the person who executed the foregoing document and acknowledged that they executed the same for the purposes therein contained.



*Alice M. Wagner*  
Notary Public, State of Wisconsin  
My commission: expires 2/7/99 *Alice M. Wagner*

This document was drafted by Paul A. Piaskoski, PIASKOSKI & ASSOCIATES, S.C., 500 W. Brown Deer Rd., P.O. Box 17821, Milwaukee, Wisconsin 53217.

EXHIBIT A

LEGAL DESCRIPTION FOR  
HIGHLANDS OF MAYFAIR CONDOMINIUM

Situated on West Gilbert Avenue, City of Wauwatosa, Wisconsin. That part of the NE 1/4 of Section 19, T7N, R21E, in the City of Wauwatosa, Milwaukee County, Wisconsin, bounded and described as follows: Commencing at the Northwest Corner of said 1/4 Section; running thence N 89°41'30" E along the North line of said 1/4 Section, 1061.89 feet to a point; thence S 0°08'30" E along the East line of North Avenue Manor a recorded subdivision 758.06 feet to the point of beginning of the land to be described; continuing thence S 0°08'30" E along the East line of North Avenue Manor 570.00 feet to a point in the South line of the NE 1/4 of said 1/4 Section; thence N 89°45'10" E along the South line of the NE 1/4 of said 1/4 Section 470.00 feet to a point; thence N 39°41'33" W 738.12 feet to the point of beginning.

EXHIBIT B

HIGHLANDS OF MAYFAIR CONDOMINIUM ASSOCIATION, INC.  
SCHEDULE OF UNITS AND PERCENTAGE  
OF OWNERSHIP INTEREST

| Unit/Building                          | Approx. Sq. Ft. | % of Ownership<br>Interest |
|----------------------------------------|-----------------|----------------------------|
| Building 1 - 11210 West Gilbert Avenue |                 |                            |
| Unit A                                 | 1,400           | 1/36                       |
| Unit B                                 | 1,400           | 1/36                       |
| Unit C                                 | 1,400           | 1/36                       |
| Unit D                                 | 1,400           | 1/36                       |
| Unit E                                 | 1,400           | 1/36                       |
| Unit F                                 | 1,400           | 1/36                       |
| Unit G                                 | 1,400           | 1/36                       |
| Unit H                                 | 1,400           | 1/36                       |
| Building 2 - 11200 West Gilbert Avenue |                 |                            |
| Unit A                                 | 1,400           | 1/36                       |
| Unit B                                 | 1,400           | 1/36                       |
| Unit C                                 | 1,400           | 1/36                       |
| Unit D                                 | 1,400           | 1/36                       |
| Unit E                                 | 1,400           | 1/36                       |
| Unit F                                 | 1,400           | 1/36                       |
| Unit G                                 | 1,400           | 1/36                       |
| Unit H                                 | 1,400           | 1/36                       |
| Building 3 - 11130 West Gilbert Avenue |                 |                            |
| Unit A                                 | 1,400           | 1/36                       |
| Unit B                                 | 1,400           | 1/36                       |
| Unit C                                 | 1,400           | 1/36                       |
| Unit D                                 | 1,400           | 1/36                       |
| Unit E                                 | 1,400           | 1/36                       |
| Unit F                                 | 1,400           | 1/36                       |
| Unit G                                 | 1,400           | 1/36                       |
| Unit H                                 | 1,400           | 1/36                       |

EXHIBIT B  
-CONTINUED-

Building 4 - 11120 West Gilbert Avenue

|        |       |      |
|--------|-------|------|
| Unit A | 1,400 | 1/36 |
| Unit B | 1,400 | 1/36 |
| Unit C | 1,400 | 1/36 |
| Unit D | 1,400 | 1/36 |
| Unit E | 1,400 | 1/36 |
| Unit F | 1,400 | 1/36 |
| Unit G | 1,400 | 1/36 |
| Unit H | 1,400 | 1/36 |
| Unit I | 1,400 | 1/36 |
| Unit J | 1,400 | 1/36 |
| Unit K | 1,400 | 1/36 |
| Unit L | 1,400 | 1/36 |

# HIGHLANDS OF MAYFAIR CONDOMINIUM CITY OF WAUWATOSA, MILWAUKEE COUNTY, STATE OF WISCONSIN CONDOMINIUM PLAT

## LEGAL DESCRIPTION:

SITUATED on West Gilbert Avenue, City of Wauwatosa, Wisconsin, that part of the SE 1/4 of Section 19, T 7 N, R 21 E, in the City of Wauwatosa, Milwaukee County, Wisconsin, bounded and described as follows: Commencing at the Southwest corner of said 1/4 Section running thence N 89° 41' 38" E along the North line of said 1/4 Section, 1331.88 feet to a point; thence S 8° 28' 38" E along the East line of North Avenue Manor a parcel containing 700.00 feet to the point of beginning of the land to be described containing thence S 8° 28' 38" E along the East line of North Avenue Manor, 576.00 feet to a point in the South line of the SE 1/4 of said 1/4 Section; thence S 88° 48' 10" E along the South line of the SE 1/4 of said 1/4 Section 410.00 feet to a point; thence S 88° 48' 10" E, 710.12 feet to the point of beginning.

## CERTIFICATE OF SURVEY

I, Christopher J. Enkel, a registered land surveyor, authorized to practice that professing in the State of Wisconsin, do hereby certify that there is shown in the foregoing Condominium plat to the HIGHLANDS OF MAYFAIR CONDOMINIUM, a correct representation of the boundaries and the common elements, whether as illustrated or proposed can be determined from the plat of survey and the other documents and drawings attached. The undersigned surveyor makes no certification as to the accuracy of the dimensions of the plat or the approximate dimensions of the floor areas thereof.

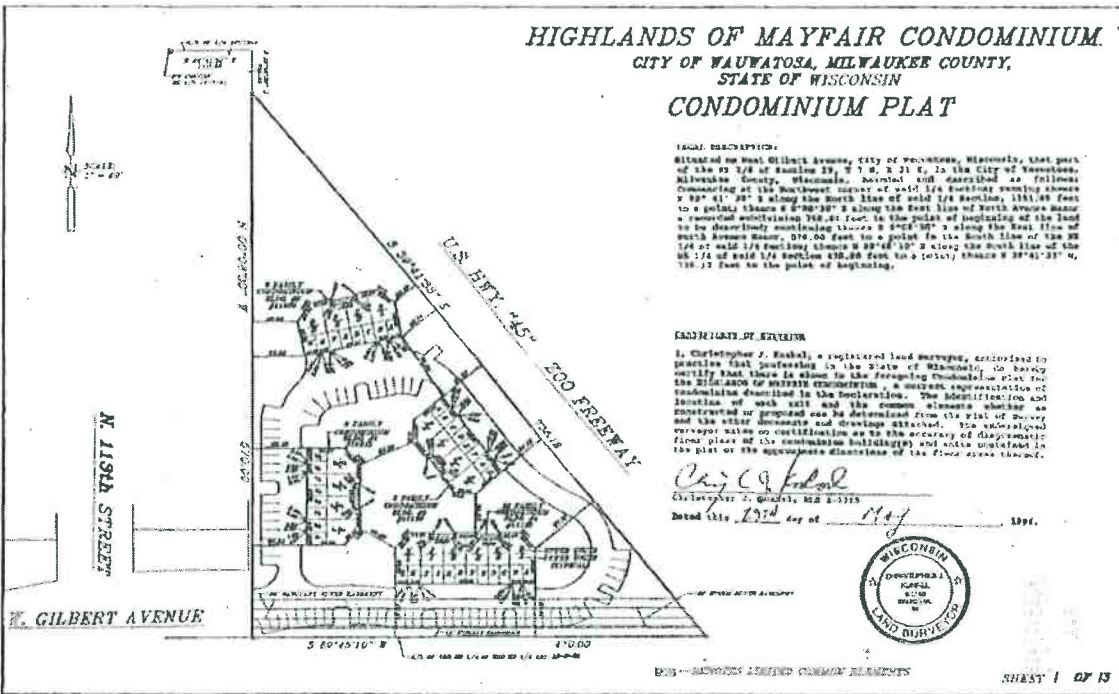
*Christopher J. Enkel*  
Christopher J. Enkel, MS L-1315

Dated this 19th day of May, 1994.



THIS SURVEY WAS PREPARED IN ACCORDANCE WITH THE REQUIREMENTS OF THE WISCONSIN LAND SURVEYING ACT.

SHEET 1 OF 13



BOOK COPY PRESENTED FOR RECORDING

EXHIBIT C  
REL 38701MAG 993

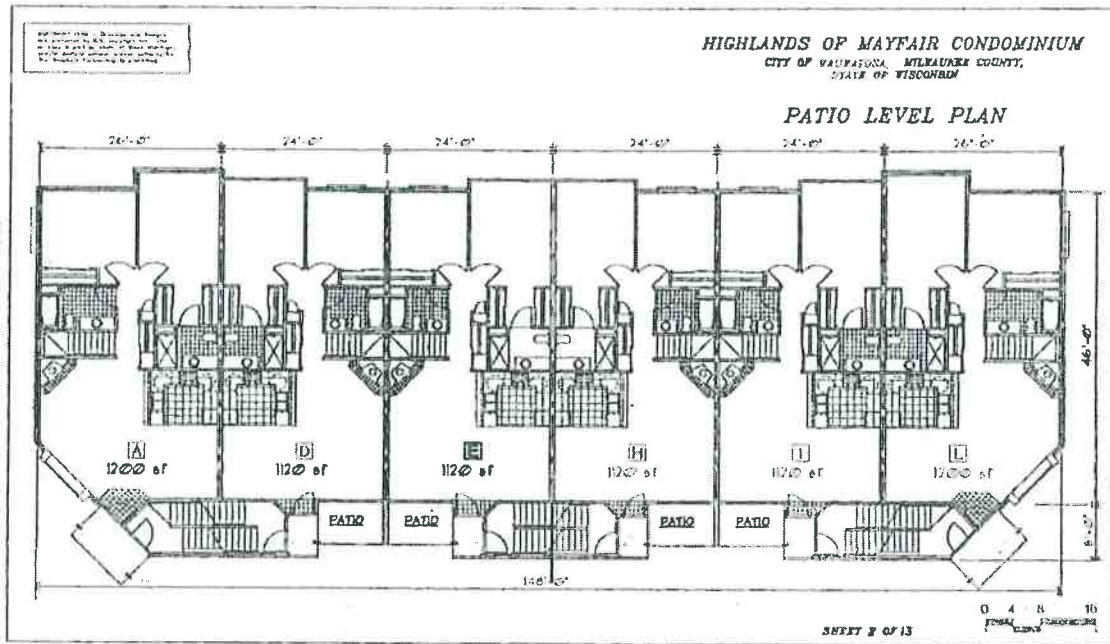


EXHIBIT D-1

EXHIBIT D-1

REF 3870 IMAC 994

POOR COPY PREPARED FOR RECORDING



CONVEYANCE OF REAL ESTATE  
BY INSTRUMENT TO BE RECORDED  
IN THE PUBLIC RECORDS OF THE  
STATE OF WISCONSIN  
THE INSTRUMENT MUST BE  
FILED IN THE OFFICE OF THE  
CLERK OF THE CIRCUIT COURT  
FOR THE COUNTY OF MILWAUKEE  
IN ORDER TO BE RECORDED

HIGHLANDS OF MAYFAIR CONDOMINIUM  
CITY OF MADISON, MILWAUKEE COUNTY,  
STATE OF WISCONSIN

BASEMENT LEVEL PLAN

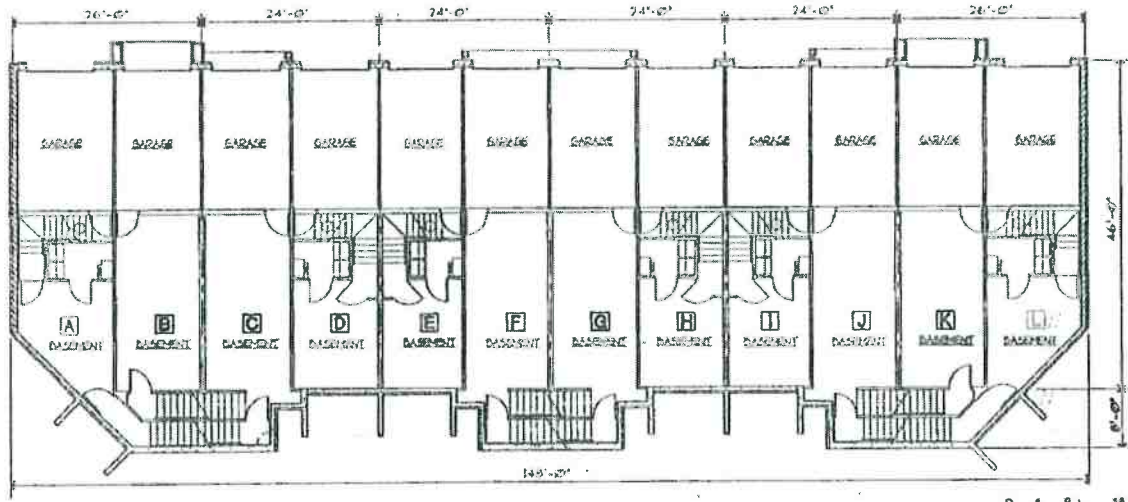


EXHIBIT D-3

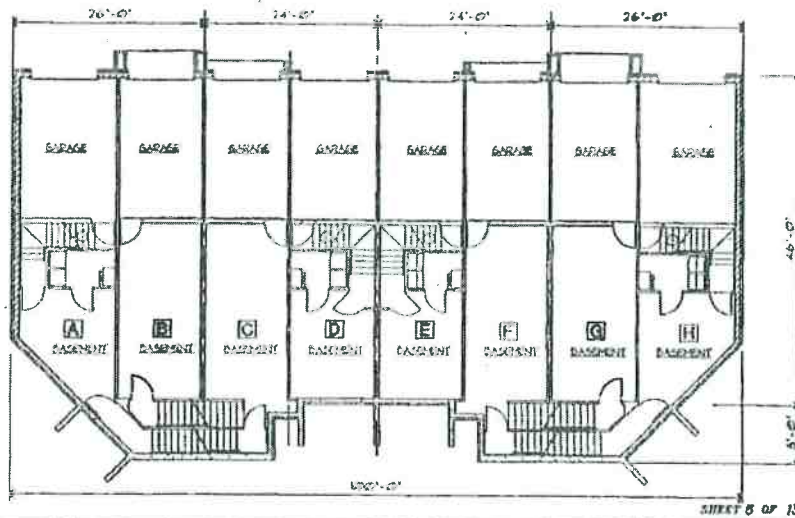
EXHIBIT D-3EL 3870 IMAG 996

POOR COPY PRESENTED FOR RECORDING

SHEET 4 OF 13

HIGHLANDS OF MAYFAIR CONDOMINIUM  
CITY OF WAUKESHA, MILWAUKEE COUNTY,  
STATE OF WISCONSIN

BASEMENT LEVEL PLAN



SHEET 8 OF 13

0 4 8 16  
FEET

POOR COPY PRESENTED FOR RECORDING

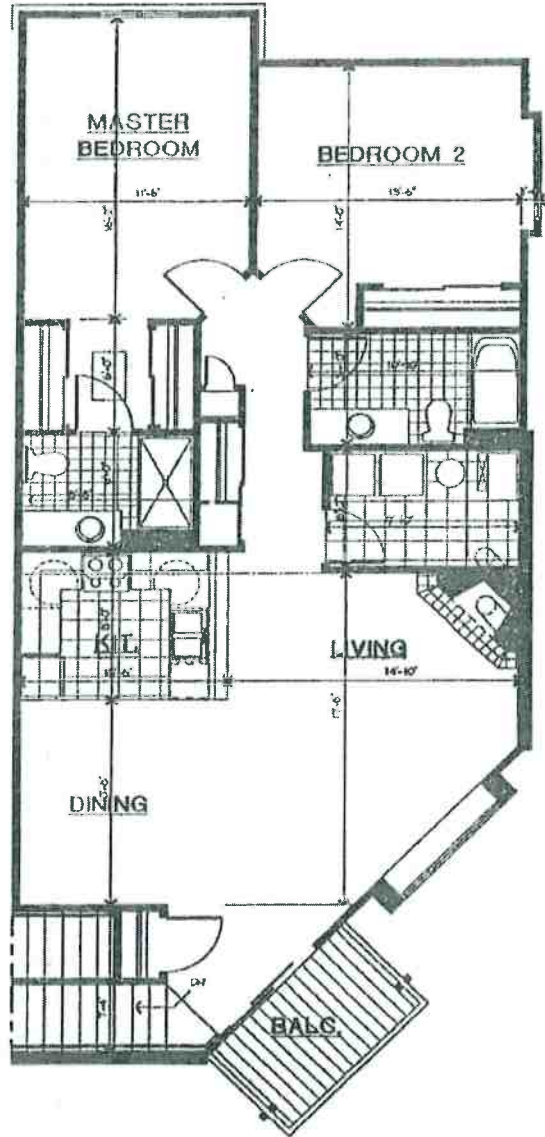
EXHIBIT D-4 REEL 3870 IMG 997

EXHIBIT D-5 REEL 3870 IMAG 998

HIGHLANDS OF MAYFAIR CONDOMINIUM.  
CITY OF WAUKESHA, MILWAUKEE COUNTY,  
STATE OF WISCONSIN

BALCONY LEVEL UNIT PLAN  
END

CONTRACT 1110 - Drawings and Design  
are prepared by D.E. Knapik Inc. Use  
or copy in part or whole of these drawings  
and/or designs without written authority by  
the Engineer is prohibited.



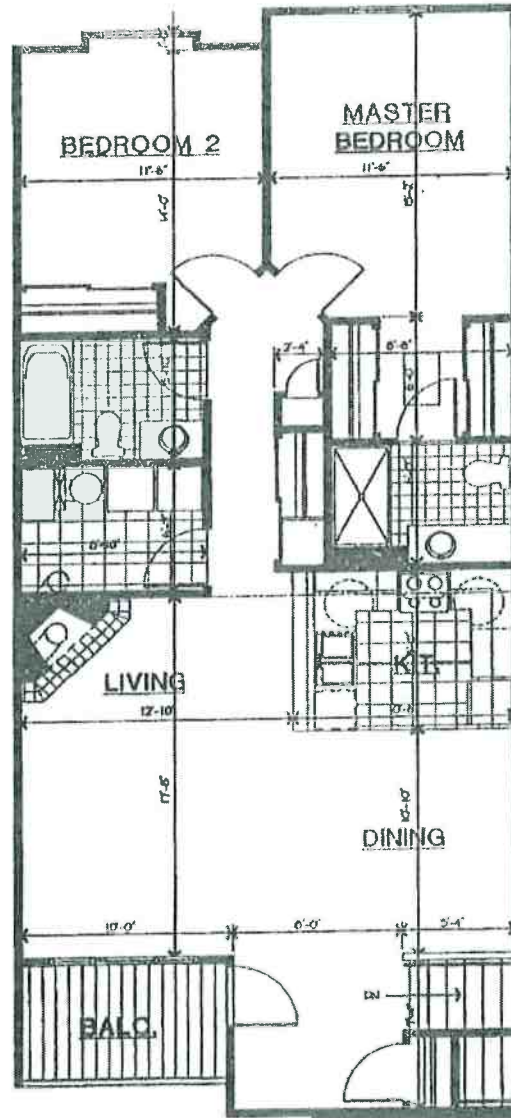
SHEET 6 OF 13

EXHIBIT D-5

**HIGHLANDS OF MAYFAIR CONDOMINIUM**  
CITY OF WAUKESHA, MILWAUKEE COUNTY,  
STATE OF WISCONSIN

**BALCONY LEVEL UNIT PLAN  
INTERIOR**

CONTRACT 1986 - Drawings and Designs  
are provided by U.S. registered firm. Use  
as copy in part or whole of these drawings  
and/or designs without written authority by  
the Registered Firm is prohibited.



SHEET 7 OF 13

EXHIBIT D-6

HIGHLANDS OF MAYFAIR CONDOMINIUM  
CITY OF WAUKESHA, MILWAUKEE COUNTY,  
STATE OF WISCONSIN

BASEMENT LEVEL PLAN  
END

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the Shepherd Partnership is prohibited.

SHEET 8 OF 13

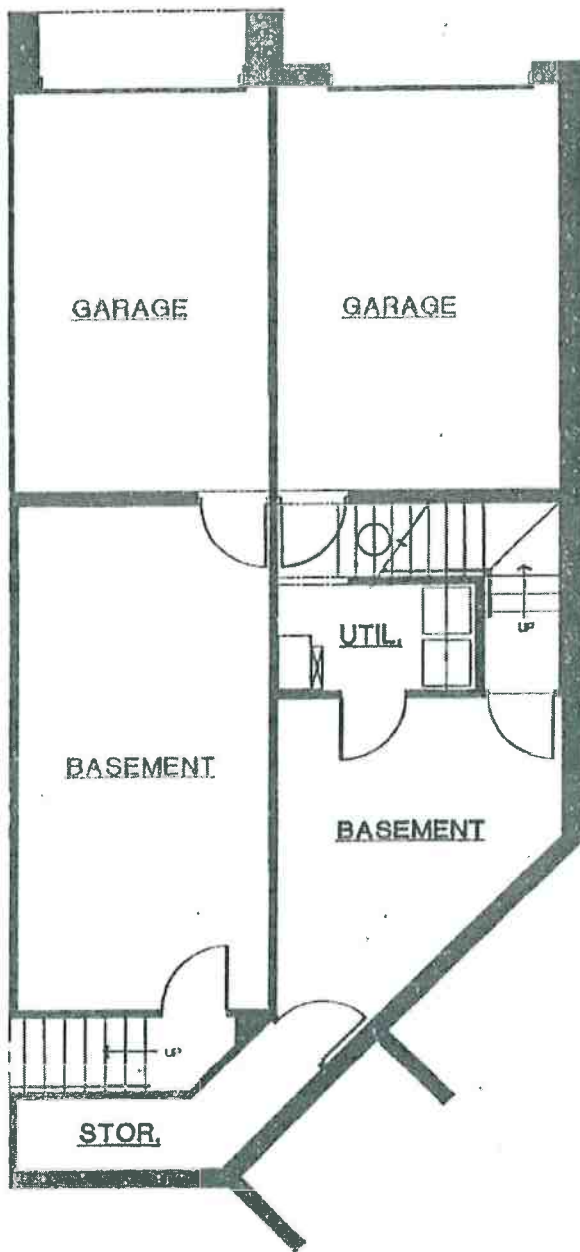


EXHIBIT D-7

HIGHLANDS OF MAYFAIR CONDOMINIUM  
CITY OF MAUMATOSA, MILWAUKEE COUNTY,  
STATE OF WISCONSIN

BASEMENT LEVEL PLAN  
INTERIOR

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the Standard Partnership is prohibited.

SHEET 9 OF 13

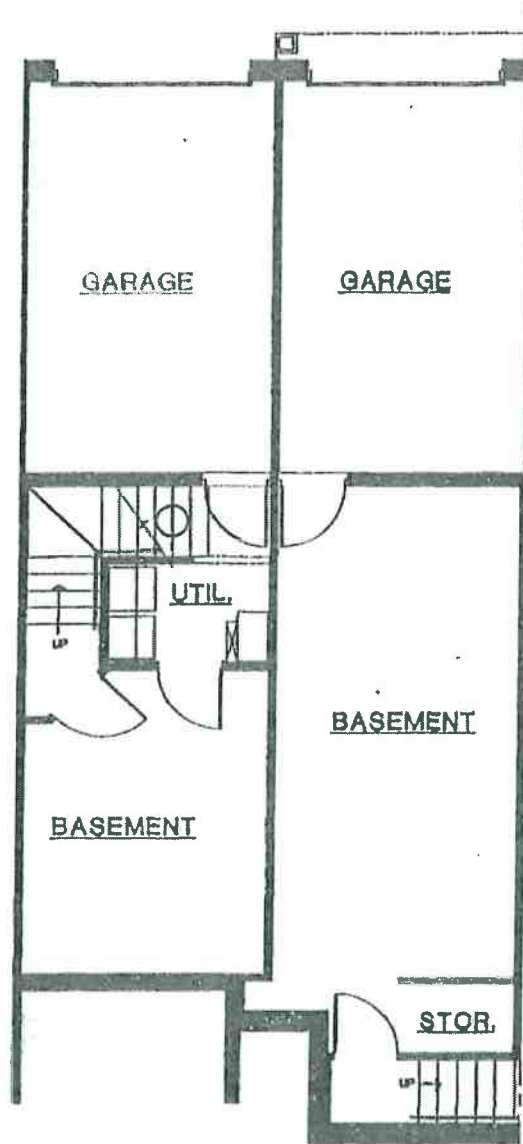
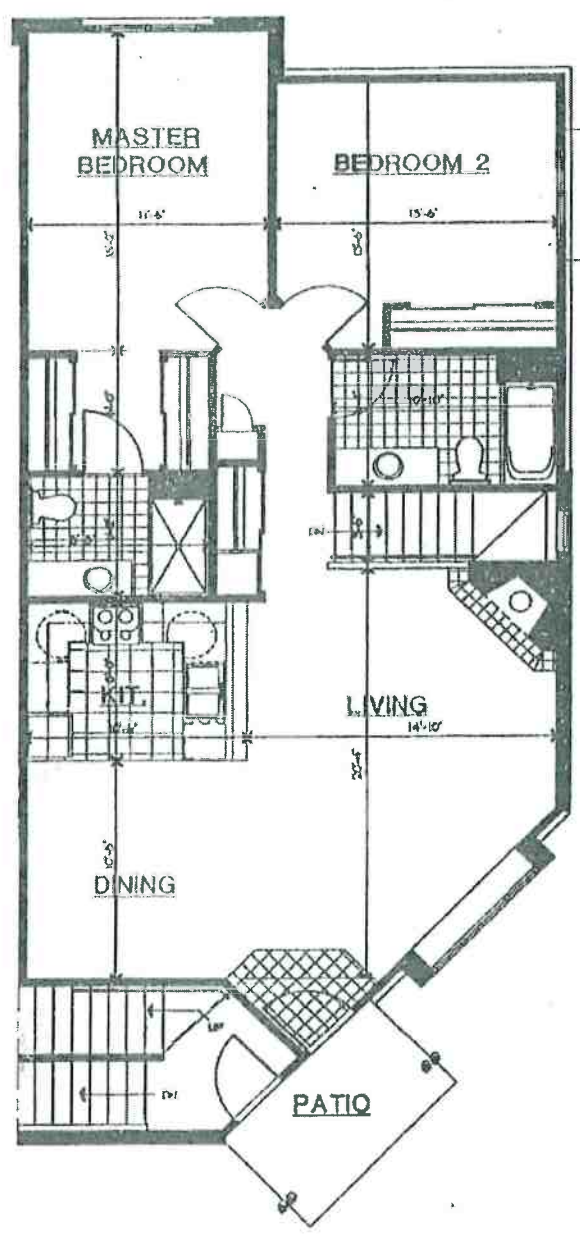


EXHIBIT D-8

HIGHLANDS OF MAYFAIR CONDOMINIUM  
CITY OF WAUKESHA, MILWAUKEE COUNTY,  
STATE OF WISCONSIN

PATIO LEVEL UNIT PLAN  
END

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and/or designs without written authority by  
the copyright owner is prohibited.



SHEET 10 OF 13

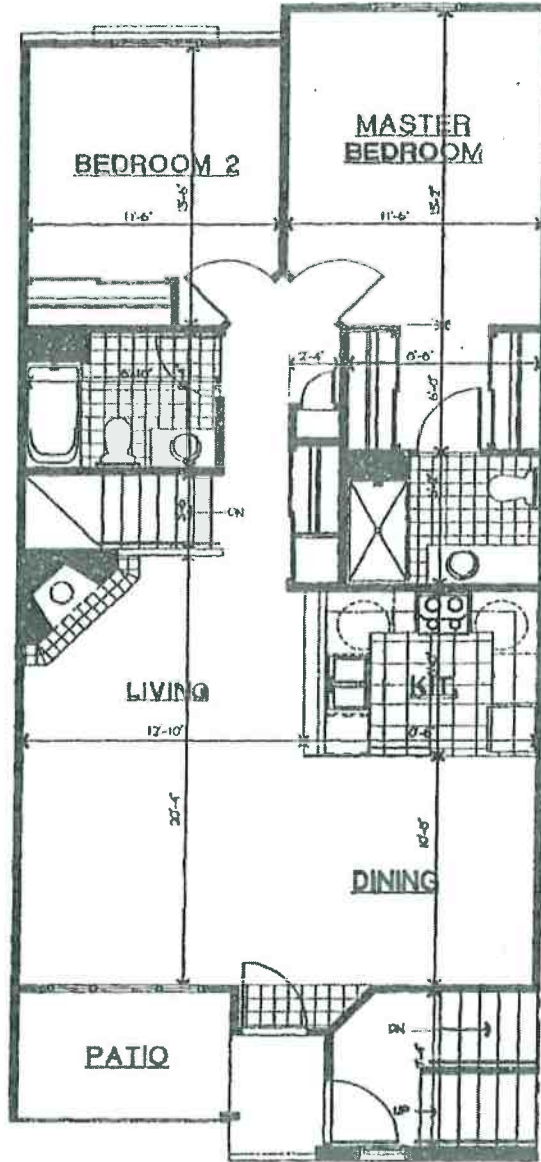


HIGHLANDS OF MAYFAIR CONDOMINIUM  
CITY OF WAUKESHA, MILWAUKEE COUNTY,  
STATE OF WISCONSIN

PATIO LEVEL UNIT PLAN  
INTERIOR

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The Engineer Partnership is prohibited.

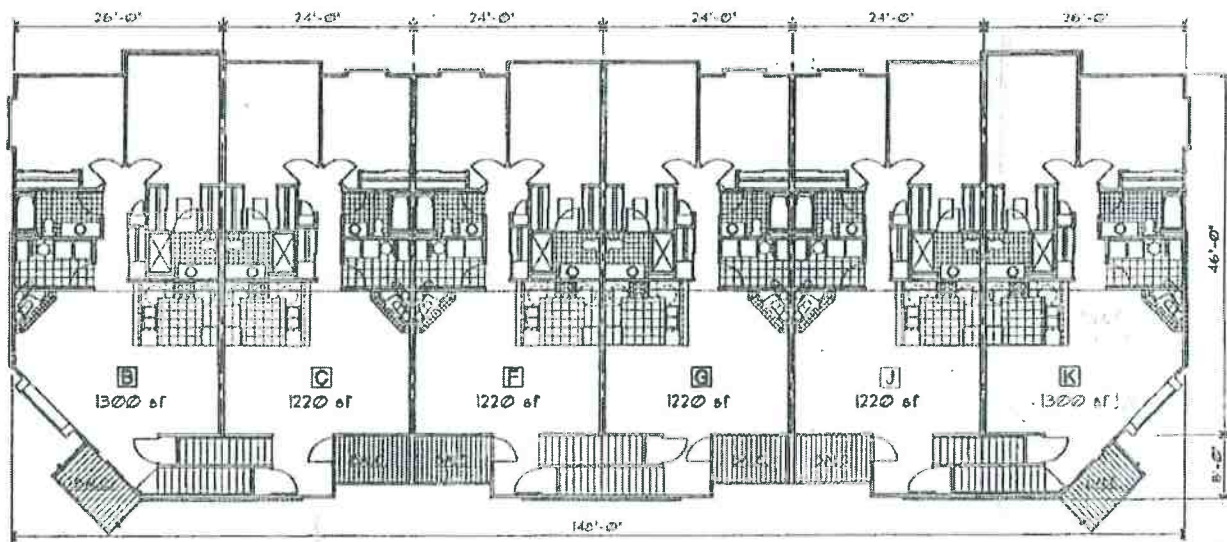
SHEET 11 OF 13



CONTRACT 8888 - Drawings and Comps  
 are prepared by J.E. Hengeman, Inc.  
 for use in and to submit to the City of  
 Wauwatosa, Wisconsin, for review and  
 approval. The drawings are not to be used for  
 any other purpose without written permission of  
 the Engineer/Architect.

**HIGHLANDS OF MAYFAIR CONDOMINIUM**  
 CITY OF WAUWATOSA, MILWAUKEE COUNTY,  
 STATE OF WISCONSIN

**BALCONY LEVEL PLAN**



SHEET 12 OF 13

EXHIBIT D-11

EXHIBIT D-11  
 NEEL 3870 IMAG 1004





\* 0 8 9 1 7 6 5 6 \*

DOC. # 08917656

REGISTER'S OFFICE | SS  
Milwaukee County, WI

RECORDED 12/16/2004 09:52AM

JOHN LA FAVE  
REGISTER OF DEEDS

AMOUNT: 13.00

Document Number

STATUTORY RESERVE  
ACCOUNT STATEMENTRe: HIGHLANDS OF MAYFAIR

Condominium, being a condominium created under the Condominium Ownership Act of the STATE OF WISCONSIN by a "Declaration of Condominium for HIGHLANDS OF MAYFAIR Condominium", dated the \_\_\_\_ day of \_\_\_\_ and recorded the 26 day of AUGUST, 1996 in the Office of the Register of Deeds for MILWAUKEE County, Wisconsin, in (Reel)(Vol.) 3870 of Records, at (Images) (Pages) 971 through 1005, as Document No. 7258470 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 12-3-04. This determination is made by the (Declaration) (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:

HIGHLANDS OF MAYFAIR CONDOMINIUM  
WILL USE A NON-STATUTORY RESERVE  
ACCOUNT AND SUCH OTHER MEANS AS ARE  
AVAILABLE TO IT BY LAW.

Dated this 9<sup>th</sup> day of DECEMBER, 2004William A. Raabe\* WILLIAM A. RAABETitle: PRESIDENT, HIGHLANDS OF MAYFAIR

## AUTHENTICATION

Signature(s) V

authenticated this \_\_\_\_ day of \_\_\_\_\_,

TITLE: MEMBER STATE BAR OF WISCONSIN

(If not, \_\_\_\_\_  
authorized by §706.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY

William A. Raabe

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

Recording Area

Name and Return Address

WILLIAM A. RAABE  
11200 W. GILBERT AVE.  
UNIT H  
WAUNATOSA, WI 53226

339-9981

Phone Identification Number (PIN)

## ACKNOWLEDGMENT

STATE OF WISCONSIN, )

William A. Raabe County: SanPersonally came before me this 9<sup>th</sup> day of December, 2004, the above namedWilliam Raabe

to me known to be the person \_\_\_\_\_ who executed the foregoing instrument and acknowledged the same.

Kelly Lockwood\* Kelly Lockwood

Notary Public, State of Wisconsin

My Commission is permanent. (If not, state expiration date: 03/27/2005)

\*Names of persons signing in any capacity should be typed or printed below their signature.

EXHIBIT A

LEGAL DESCRIPTION FOR  
HIGHLANDS OF MAYFAIR CONDOMINIUM

Situated on West Gilbert Avenue, City of Wauwatosa, Wisconsin. That part of the NE 1/4 of Section 19, T7N, R21E, in the City of Wauwatosa, Milwaukee County, Wisconsin, bounded and described as follows: Commencing at the Northwest Corner of said 1/4 Section; running thence N 89°41'30" E along the North line of said 1/4 Section, 1061.89 feet to a point; thence S 0°08'30" E along the East line of North Avenue Manor a recorded subdivision 758.06 feet to the point of beginning of the land to be described; continuing thence S 0°08'30" E along the East line of North Avenue Manor 570.00 feet to a point in the South line of the NE 1/4 of said 1/4 Section; thence N 89°45'10" E along the South line of the NE 1/4 of said 1/4 Section 470.00 feet to a point; thence N 39°41'33" W 738.12 feet to the point of beginning.

**RESOLUTION AMENDING DECLARATION OF CONDOMINIUM OF  
HIGHLANDS OF MAYFAIR CONDOMINIUM**

Introductory Recital

The members of Highlands of Mayfair Condominium Association, Inc. desire to insure to its members the benefits derived from owner-occupied homes, while also allowing owners to lease their units with some exceptions, including a one-year occupancy period prior to renting and a rental cap of 16 units.

Resolution

**THE ASSOCIATION HEREBY RESOLVES AS FOLLOWS:**

Article VI, Section 2 of the Declaration of Condominium is **deleted** in its entirety and **replaced** with the following:<sup>i</sup>

2. LEASES OF UNITS. (a) No Unit Owner shall be permitted to lease his or her unit unless all of the following conditions are satisfied:

1) The unit owner has lived in the unit as his or her primary residence for at least one (1) year following the transfer of ownership.

2) No more than fifteen (15) Units are currently rented in the condominium. The maximum number of Units that can be rented at any time is sixteen (16). Prior to the execution of any lease, the unit owner must notify the Board of Directors in writing of the intent to lease.

i) In the event that 16 units are rented and another unit owner requests to lease his or her unit, the Board of Directors shall establish a waiting list.

ii) The Board of Directors shall have the power and authority to create waitlist procedures in relation to lease of units under this section.

3) All unpaid assessments and related charges against that unit have been paid, 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.

(b) For the purposes of this Section, a Unit that has no owner occupant shall be deemed to be leased or rented regardless of whether consideration is tendered as rent, subject to the following:

1) If the owner of the unit is a trust, corporation, limited liability partnership, limited liability company or other business entity, a beneficiary, shareholder, partner, or member shall be deemed an owner.

2) The Unit Owner's immediate family members shall be deemed an owner. Immediate family members are herein defined as a parent, child, spouse or legally recognized domestic partner, sibling, grandparent, or grandchild, by blood, marriage, or adoption and shall include half and step relatives.

(c) No Unit may be leased or rented for a period of less than six (6) months.

(d) If a Unit Owner leases a Unit, a copy of the lease must be filed with the Association, along with the contact information for the tenant(s), at least ten (10) days prior to the commencement of their tenancy. In addition, the owner shall notify the Association of his/her forwarding address and telephone number where he/she can be reached.

(e) All leases must: 1) obligate the tenants to carry liability insurance with a single limit minimum of \$500,000.00; 2) require the tenants to abide by the Declaration, By-laws, and Rules and Regulations as promulgated by the Board of Directors; 3) contain a provision providing that the breach of any of the provisions of the Declaration, the By-laws or Rules and Regulations of the Association shall also be a breach under the lease; and 4) include a provision stating the following: The Association shall have the right to stand in the shoes of landlord/lessor to evict the tenant in the event of a default in the performance by tenant under the lease or for a violation of the provisions of the Declaration, By-laws, and/or Rules and Regulations. In the event that these provisions are not added to the lease, they shall be deemed to be incorporated therein by this provision.

(f) The tenant shall provide the Association with a certificate of insurance for each year the tenant lives in the Unit. The certificate of insurance shall be provided prior to the commencement of the initial lease term and then prior to each renewal term of the lease thereafter.

(g) Prior to the commencement of the term of a lease, Unit Owner must provide lessee with a current copy of the Declaration, Bylaws, and Rules and Regulations.

(h) No rooms in any Unit may be individually rented.

(i) Penalties. A violation of this Section shall, in addition to any other remedy available to the Association, result in a fine being assessed against the unit owner in the amount of Fifty Dollars (\$50.00) per day of the violation, and a unit owner found to be in violation shall be responsible for actual attorney fees and related costs incurred by the Association in connection with enforcing this section.

(j) Special Hardship Exception. The Board of Directors shall have the authority to waive the requirement of subsections (a)(1) and (2) upon request of a unit owner if it determines that enforcement of this section would result in an unreasonable hardship upon the unit owner. Any application for an exception under this subsection must be in writing and must specify the reasons for requesting the exception. The Board of Directors (or a committee of unit owners assigned by the Board of Directors for this purpose) shall convene a meeting within 30 days after receipt of the request, advising the unit owner of the time and place of the meeting and giving the Unit owner an opportunity to appear.

The Board or the committee shall decide whether or not to grant the hardship exception and shall give written notice of its decision and the reasons therefor to the unit owner within seven (7) days after said meeting. The decision shall be binding on the Association and all parties. Leases approved under this subsection shall be for a period of not more than twelve (12) months in duration (subject to extension upon re-application and re-approval by the Board). No unit owner shall be granted an exception under this subsection unless and until the unit owner has paid the Association any and all unpaid common charges assessed against the unit, and until the unit owner has satisfied any and all unpaid liens against the Unit, except permitted mortgages.

Every unit owner who is granted an exception is deemed to assign all rents and profits from any lease to the Association for the purpose of reimbursing the Association for any overdue assessments, special or ordinary, which may be levied by the Association against the Unit or the Unit owner during the term of the lease.

**BE IT FURTHER RESOLVED**, that this amendment shall take effect upon the recording of same.

Amendment Considered at a Meeting held on 6/4/15.

Motion made by: Rosie Haas

Seconded: W.D.  
(Yes/No)

In Favor: 30

Opposed: 2

Signed: \_\_\_\_\_  
Secretary or Board Member

Article VI, Section 2 of the Declaration of Condominium states:

2. LEASES OF UNITS. Any Owner (including Declarant) may enter into a lease of a Unit (each a "Lease") on such terms and conditions as it desires, subject to this Declaration, By-laws, and such Rules and Regulations as are hereafter promulgated by the Board of Directors providing no lease shall be for a term of less than thirty (30) days. Each Lease shall contain a provision providing that the breach of any provisions of this Declaration, the By-laws or Rules and Regulations of the Association shall also be a breach under the Lease. The Association reserves a right of enforcement under all Leases for breaches of the Declaration, By-Laws or Rules and Regulations. Unit

owners shall provide the Association with a current tenant list with the name, address and telephone number of each tenant. No rooms in any Unit may be individually rented and no transient tenants shall be accommodated.

Document Number

**FIRST AMENDMENT TO  
DECLARATION OF CONDOMINIUM  
OF HIGHLANDS OF MAYFAIR  
CONDOMINIUM**



8 0 1 1 8 2 9 3  
Tx:40076455

**DOC. # 10621269**

**RECORDED:**

**11/08/2016 1:44 PM**

**JOHN LA FAVE**

**REGISTER OF DEEDS**

**MILWAUKEE COUNTY, WI**

**AMOUNT: 30.00**

**FEE EXEMPT #:**

THIS AMENDMENT was enacted by a meeting of the membership of the Highlands of Mayfair Condominium Association, Inc.

The legal description for Highlands of Mayfair Condominium is the following:

All units in Highlands of Mayfair Condominium existing under and by virtue of the Wisconsin Condominium Unit Ownership Act, Chapter 703, Wisconsin Statutes, by Declaration dated August 23, 1996 and Recorded in the office of the Register of Deeds of Milwaukee County, Wisconsin, on August 26, 1996, as Document No. 7258470, as amended. Said condominium being located in the City of Wauwatosa, Milwaukee County, State of Wisconsin on the real estate described in said declaration incorporated here and by reference thereto.

Recording Area

Name and Return Address

**Attorney Adam S. Bazelon**

**Levine & Bazelon, S.C.**

**8989 N. Port Washington Rd., Suite 211**

**Milwaukee, WI 53154**

Parcel Identification Number (PIN)

## **FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM OF HIGHLANDS OF MAYFAIR CONDOMINIUM**

**Article VI, Section 2 of the Declaration of Condominium is deleted in its entirety and replaced with the following:<sup>1</sup>**

**2. LEASES OF UNITS.** (a) No Unit Owner shall be permitted to lease his or her unit unless all of the following conditions are satisfied:

1) The unit owner has lived in the unit as his or her primary residence for at least one (1) year following the transfer of ownership.

2) No more than fifteen (15) Units are currently rented in the condominium. The maximum number of Units that can be rented at any time is sixteen (16). Prior to the execution of any lease, the unit owner must notify the Board of Directors in writing of the intent to lease.

i) In the event that 16 units are rented and another unit owner requests to lease his or her unit, the Board of Directors shall establish a waiting list.

ii) The Board of Directors shall have the power and authority to create waitlist procedures in relation to lease of units under this section.

3) All unpaid assessments and related charges against that unit have been paid, 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.

(b) For the purposes of this Section, a Unit that has no owner occupant shall be deemed to be leased or rented regardless of whether consideration is tendered as rent, subject to the following:

1) If the owner of the unit is a trust, corporation, limited liability partnership, limited liability company or other business entity, a beneficiary, shareholder, partner, or member shall be deemed an owner.

2) The Unit Owner's immediate family members shall be deemed an owner. Immediate family members are herein defined as a parent, child, spouse or legally recognized domestic partner, sibling, grandparent, or grandchild, by blood, marriage, or adoption and shall include half and step relatives.

(c) No Unit may be leased or rented for a period of less than six (6) months.

(d) If a Unit Owner leases a Unit, a copy of the lease must be filed with the Association, along with the contact information for the tenant(s), at least ten (10) days prior to the commencement of their tenancy. In addition, the owner shall notify the Association of his/her forwarding address and telephone number where he/she can be reached.

(e) All leases must: 1) obligate the tenants to carry liability insurance with a single limit minimum of \$500,000.00; 2) require the tenants to abide by the Declaration, By-laws, and Rules and Regulations as promulgated by the Board of Directors; 3) contain a provision providing that the breach of any of the provisions of the Declaration, the By-laws or Rules and Regulations of the Association shall also be a breach under the lease; and 4) include a provision stating the following: The Association shall have the right to stand in the shoes of landlord/lessor to evict the tenant in the event of a default in the performance by tenant under the lease or for a violation of the provisions of the Declaration, By-laws, and/or Rules and Regulations. In the event that these provisions are not added to the lease, they shall be deemed to be incorporated therein by this provision.

(f) The tenant shall provide the Association with a certificate of insurance for each year the tenant lives in the Unit. The certificate of insurance shall be provided prior to the commencement of the initial lease term and then prior to each renewal term of the lease thereafter.

(g) Prior to the commencement of the term of a lease, Unit Owner must provide lessee with a current copy of the Declaration, Bylaws, and Rules and Regulations.

(h) No rooms in any Unit may be individually rented.

(i) Penalties. A violation of this Section shall, in addition to any other remedy available to the Association, result in a fine being assessed against the unit owner in the amount of Fifty Dollars (\$50.00) per day of the violation, and a unit owner found to be in violation shall be responsible for actual attorney fees and related costs incurred by the Association in connection with enforcing this section.

(j) Special Hardship Exception. The Board of Directors shall have the authority to waive the requirement of subsections (a)(1) and (2) upon request of a unit owner if it determines that enforcement of this section would result in an

unreasonable hardship upon the unit owner. Any application for an exception under this subsection must be in writing and must specify the reasons for requesting the exception. The Board of Directors (or a committee of unit owners assigned by the Board of Directors for this purpose) shall convene a meeting within 30 days after receipt of the request, advising the unit owner of the time and place of the meeting and giving the Unit owner an opportunity to appear.

The Board or the committee shall decide whether or not to grant the hardship exception and shall give written notice of its decision and the reasons therefor to the unit owner within seven (7) days after said meeting. The decision shall be binding on the Association and all parties. Leases approved under this subsection shall be for a period of not more than twelve (12) months in duration (subject to extension upon re-application and re-approval by the Board). No unit owner shall be granted an exception under this subsection unless and until the unit owner has paid the Association any and all unpaid common charges assessed against the unit, and until the unit owner has satisfied any and all unpaid liens against the Unit, except permitted mortgages.

Every unit owner who is granted an exception is deemed to assign all rents and profits from any lease to the Association for the purpose of reimbursing the Association for any overdue assessments, special or ordinary, which may be levied by the Association against the Unit or the Unit owner during the term of the lease.

I, Rosalyn M. Haas, being the President of Highlands of Mayfair Condominium Association, Inc., do hereby certify that:

1. Unit owners of at least sixty-seven percent (67%) of the units have consented to and approved this amendment to the Declaration of Condominium.
2. The vote was taken by written ballot.
3. The written ballots, and the consent of mortgagees, to the extent necessary, as required, are on file with the Secretary of Highlands of Mayfair Condominium Association, Inc., or other Board member, or agent of the Association.

Signed this 28 day of DECEMBER, 2016.

Highlands of Mayfair Condominium Association, Inc.

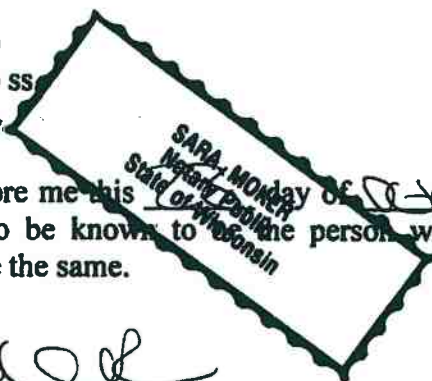
By: Rosalyn M. Haas  
 (Sign name)  
 Print name: Rosalyn M. Haas  
 Title: President

# ACKNOWLEDGEMENT

State of Wisconsin )

County of WAUKESHA ) ss

Personally came before me this 28 day of DECEMBER, 2016, the above-named Rosalyn M. Haas to be known to me the person who executed the foregoing instrument and acknowledge the same.



Sara Monday  
 Notary Public, State of Wisconsin  
 My commission expires: 1/17/20

This document was drafted by:  
Adam S. Bazelon, Esq.  
Levine & Bazelon, S.C.  
8989 N. Port Washington Rd., Suite 211  
Milwaukee, WI 53217

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<sup>i</sup> Article VI, Section 2 of the Declaration of Condominium states:

2. LEASES OF UNITS. Any Owner (including Declarant) may enter into a lease of a Unit (each a "Lease") on such terms and conditions as it desires, subject to this Declaration, By-laws, and such Rules and Regulations as are hereafter promulgated by the Board of Directors providing no lease shall be for a term of less than thirty (30) days. Each Lease shall contain a provision providing that the breach of any provisions of this Declaration, the By-laws or Rules and Regulations of the Association shall also be a breach under the Lease. The Association reserves a right of enforcement under all Leases for breaches of the Declaration, By-Laws or Rules and Regulations. Unit owners shall provide the Association with a current tenant list with the name, address and telephone number of each tenant. No rooms in any Unit may be individually rented and no transient tenants shall be accommodated.

(d) To execute: **ARTICLES OF INCORPORATION OF HIGHLANDS OF MAYFAIR CONDOMINIUM ASSOCIATION, INC.** which is to be recorded in the Office of the Registrar of Deeds for Milwaukee County, Wisconsin.

Executed by the undersigned for the purpose of forming a Wisconsin corporation under Chapter 181 of the Wisconsin Statutes, **WITHOUT STOCK AND NOT FOR PROFIT.**

**ARTICLE 1:** The name of the Association is **HIGHLANDS OF MAYFAIR CONDOMINIUM ASSOCIATION, INC.**

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

**ARTICLE 3:** The purposes shall be as follows:

(a) To provide for maintenance, preservation and architectural control of the Common Elements within that certain tract of property described below; and to promote the health, safety and welfare of the residents within said property described as follows:

Situated on West Gilbert Avenue, City of Wauwatosa, Wisconsin. That part of the NE 1/4 of Section 19, T7N, R21E, in the City of Wauwatosa, Milwaukee County, Wisconsin, bounded and described as follows: Commencing at the Northwest Corner of said 1/4 Section; running thence N 89°41'30" E along the North line of said 1/4 Section, 1061.89 feet to a point; thence S 0°08'30" E along the East line of North Avenue Manor a recorded subdivision 758.06 feet to the point of beginning of the land to be described; continuing thence S 0°08'30" E along the East line of North Avenue Manor 570.00 feet to a point in the South line of the NE 1/4 of said 1/4 Section; thence N 89°45'10" E along the South line of the NE 1/4 of said 1/4 Section 470.00 feet to a point; thence N 39°41'33" W 738.12 feet to the point of beginning.

(b) To fix, levy, collect and enforce payment by any lawful means of all charges or assessments pursuant to the terms of the Declaration of Condominium Ownership; to apply all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) To acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) To exercise all of the powers and privileges and to perform all of the duties and obligations of this Association as set forth in said Declaration of Condominium Ownership which is to be recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin;

(e) To borrow money, and with the assent of seventy-five percent (75%) of voting members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(f) To dedicate, sell or transfer all or any part of the Common Elements to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless any instrument has been signed by seventy-five percent (75%) of voting members, agreeing to such dedication, sale or transfer;

(g) To participate in mergers and consolidations with other unincorporated associations or nonprofit corporations organized for the same purposes provided that any such merger or consolidation shall have the assent of seventy-five percent (75%) of voting members;

(h) To have and exercise any and all powers, rights and privileges a Wisconsin Corporation organized under Chapter 181, Wisconsin Statutes, may now or hereafter have or exercise.

ARTICLE 4: The principal office is located in Milwaukee County, Wisconsin. The address of the principal office is: 5400 South 60th Street, Greendale, WI 53129.

ARTICLE 5: The name of the initial registered agent is: Norbert F. Whittle.

ARTICLE 6: The address of the initial registered agent is: 5400 South 60th Street, Greendale, WI 53129.

ARTICLE 7: NUMBER OF DIRECTORS The number of Directors shall be fixed by By-Laws, but shall not be less than three (3). The number of Directors constituting the initial Board shall be appointed by Declarant and need not be members of the Association. The number of Directors may be changed by amendment of the By-Laws.

ARTICLE 8: NAMES AND ADDRESSES OF DIRECTORS The names and complete addresses of all the initial Board of Directors are:

Michael H. Dilworth

11113 W. Forest Home Ave.  
Franklin, WI 53132

Norbert F. Whittle

5400 South 60th Street  
Greendale, WI 53129

Mike Hipp

5400 South 60th Street  
Greendale, WI 53129

**ARTICLE 9: MEMBERSHIP.** Every Owner of a Unit shall be entitled and required to be a member of the Association. If title to a Unit is held by more than one person, each of such persons shall be members.

An Owner of more than one Unit shall be entitled to one membership for each Unit owned by him or her. Each such membership shall be appurtenant to the Unit upon which it is based and shall be transferred automatically by conveyance of that Unit. No person or entity other than an Owner of a Unit or Declarant may be a member of the Association, and membership in the Association may not be transferred except in connection with the transfer of title to a Unit; provided, however, that the rights of voting may be assigned to a Mortgagee as further security for a loan secured by a mortgage on a Unit.

**ARTICLE 10: VOTING RIGHTS:** All Owners shall be entitled to one (1) vote for each Unit owned. When more than one person holds an interest in any Unit, all such persons shall be members. The vote for such Unit shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any Unit. There can be no split vote. Prior to the time of any meeting at which a vote is to be taken, each co-owner shall file the name of the voting co-owner with the Secretary of the Association in order to be entitled to a vote at such meeting, unless such co-owners have filed a general voting authority with the Secretary applicable to all voters until rescinded.

The Declarant shall be entitled to one (1) vote for each Unit owned; provided, however, that notwithstanding the foregoing provisions for voting, the Declarant shall have sufficient votes to constitute a majority of votes until all of its Units are sold; provided, further that Developer's control shall cease three (3) years after the first Unit is conveyed to a purchaser other than the Declarant, or thirty (30) days after the conveyance of seventy-five percent (75%) of the Units, whichever time is earlier.

**ARTICLE 11: DISSOLUTION.** The Association may be dissolved with the assent of seventy-five percent (75%) of the votes as provided in "Voting Rights" above. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to

any non-profit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE 12: These Articles may be amended in the manner authorized by law at the time of amendment.

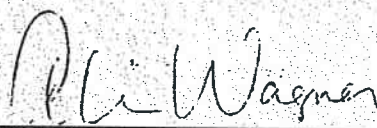
ARTICLE 13: The name and address of the Incorporator is Michael H. Dilworth, c/o Ener-Con Builders, Inc., 11113 W. Forest Home Avenue, Franklin, Wisconsin 53132.

Executed in duplicate this 23<sup>rd</sup> day of August, 1996.

  
Michael H. Dilworth

STATE OF WISCONSIN )  
COUNTY OF MILWAUKEE )

Personally came before me this 23<sup>rd</sup> day of August, 1996, the above-named incorporator, MICHAEL H. DILWORTH to me known to be the person who executed the foregoing instrument, and acknowledged the same.

  
Paul A. Piaskoski, Notary Public  
State of Wisconsin  
My commission is permanent  
Expires 2/7/99

This instrument was drafted by and should be returned to:

Paul A. Piaskoski, Esq.  
Piaskoski & Associates, S.C.  
500 W. Brown Deer Rd.  
Post Office Box 17821  
Milwaukee, Wisconsin 53217-0821  
(414) 540-1000

**BY-LAWS  
OF  
HIGHLANDS OF MAYFAIR CONDOMINIUM ASSOCIATION, INC.**

**Article I.    Name and Location**    The name of the Association is HIGHLANDS OF MAYFAIR CONDOMINIUM ASSOCIATION, INC. hereafter referred to as the "Association". The principal office of the Association and the mailing address of the Association shall be at: c/o Ener-Con Builders, Inc., 11113 West Forest Home Avenue, Franklin, Wisconsin 53132, but meetings of members and directors may be held at other places within the State of Wisconsin

**Article II.    Definitions**

**Section 1.**    "Association" shall mean and refer to HIGHLANDS OF MAYFAIR CONDOMINIUM ASSOCIATION, INC., a corporation organized pursuant to Chapter 181, Wisconsin Statutes, its successors and assigns.

**Section 2.**    "Property" shall mean and refer to ~~that~~ certain real property described in the Declaration of Condominium Ownership, and any supplements thereto or amendments thereof.

**Section 3.**    "Common Element(s)" shall mean and refer to all real property maintained by the Association for the common use and enjoyment of the Owners except its Units.

**Section 4.**    "Unit" shall mean and refer to any Residential Unit shown upon the recorded plat or plats of survey of the Property.

**Section 5.**    "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Unit which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

**Section 6.**    "Declarant" shall mean and refer to PARAMOUNT VENTURES, LLC.

**Section 7**    "Declaration" shall mean and refer to the Declaration of Condominium Ownership applicable to the Property to be recorded in the Office of the

Register of Deeds for Milwaukee County, Wisconsin, and any supplements or amendments thereto as provided in the Declaration.

**Section 8. "Member"** shall mean and refer to those persons entitled to membership as provided in the Declaration, writing and filed with the Secretary. Unless

otherwise provided in the Declaration, a proxy appointment may be revoked at any time before the meeting by written notice filed with the Secretary or other officers. **Article III. Meeting of Members.** Every proxy shall be effective for a maximum period of one hundred eighty (180) days unless otherwise

**Section 1. Annual Meeting.** The first annual meeting of the members shall be held prior to the conveyance of twenty-five percent (25%) of the Common Elements interests to purchasers, but in no event less than within one (1) year from the date of recording of the Declaration, and each subsequent regular meeting of the members shall be held on the same day of the same month of each year thereafter. If the day for the annual meeting of the members is a legal holiday, the meeting will be held on the first day following which is not a legal holiday. The purpose of each annual meeting of the members shall be for the election of Directors and the transaction of such other business as may come before the meeting.

**Section 2. Special Meetings.** Special meetings of the members may be called at any time by the Board of Directors or by the President, or upon written request of the members who are entitled to vote one-fourth (1/4th) of all of the votes.

**Section 3. Place of Meetings.** Meetings of the Unit Owners shall be held at the principal office of the Property or at such other suitable place convenient to the Owners as may be designated by the Board of Directors. meeting shall continue with the following

**Section 4. Notice of Meetings.** Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary or other person authorized to call the meeting, by delivering written notice, either personally or by mail at least ten (10) days before such meeting to each voting member entitled to vote thereat, last appearing on the books of the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting. In lieu of such notice, waivers in writing may be accepted from all Unit Owners.

**Section 5. Quorum.** The presence at the meeting of members entitled to vote, or of proxies entitled to vote, twenty-five percent (25%) of the votes shall constitute a quorum for any action except as otherwise provided in the Declaration or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to



**Section 10. Declarant's Control.** Except as provided in Article IV, Section 1, below, Developer, or a person or persons authorized by it, may appoint and remove the officers of the Association and exercise powers and responsibilities of the Association; provided, however, that such control shall cease three (3) years from the date that the first condominium unit is conveyed by the Declarant to any person other than the Declarant, or thirty (30) days after the conveyance of seventy-five percent (75%) of the Common Elements interests to purchasers, whichever time occurs first.

**Section 11. Rights of Declarant Prior to Transfer.** As long as the Declarant shall own any Unit, Declarant may use the Common Elements and facilities and any unsold Units on such condominium Property as may facilitate the completion and sale of all Units contemplated thereon, including, but not limited to, in connection therewith maintain a sales office, showing property and maintaining signs.

#### **Article IV. Board of Directors; Selection; Term of Office.**

**Section 1. Number and Selection.** The affairs of this Association shall be managed by a Board of Directors, all of whom shall be members of the Association, except that the initial Directors need not be members of the Association. Such Board shall be elected as follows:

(a) Prior to the conveyance of twenty-five percent (25%) of the undivided interests in the General Common Elements, as defined in the Declaration, by Declarant to purchasers, a special meeting of the Unit Owners shall be called, at which time one (1) member of the initial Board of Directors, or his or her successor(s), as designated by Declarant, shall tender his or her resignation, and the Unit Owners shall elect a new member to the Board of Directors.

(b) Subsequent to the special meeting called in accordance with sub-paragraph (a) above but prior to the conveyance of fifty percent (50%) of the undivided interests in the General Common Elements by Declarant to purchasers, a special meeting of the Unit Owners shall be called, at which time one (1) of the two remaining members of the initial Board of Directors, or his or her successor(s), as designated by the Declarant, shall tender his or her resignation(s), and the Unit Owners, other than Declarant, shall elect a new member to the Board of Directors.

(c) Notwithstanding sub-paragraphs (a) and (b) above, thirty (30) days after the conveyance of seventy-five percent (75%) undivided interests of the General Common Elements by Declarant to purchasers, a special meeting of the Unit Owners shall be called, at which time all members of the initial Board of Directors, or their successors, as designated by Declarant, but not having previously tendered their

resignations in accordance with sub-paragraph (a) above, shall tender their resignations, and the Unit Owners shall elect a new member to the Board of Directors.

**Section 2. Initial Directors.** Notwithstanding any provision set forth in these By-Laws to the contrary, the Declarant shall designate the initial Board of Directors, none of which must be Unit Owners, consisting of three (3) persons, who shall have all of the rights and powers reserved to the Board of Directors under these By-Laws. Such members of the Board of Directors, or successors to any of them as designated by Declarant, shall continue to serve as their successors are elected as set forth herein. The names and addresses of the initial Directors are:

**Michael H. Dilworth**

**11113 W. Forest Home Ave.**

**Franklin, WI 53132**

**Norbert F. Whittle**

**5400 South 60th Street**

**Greendale, WI 53129**

**Mike Hipp**

**5400 South 60th Street**

**Greendale, WI 53129**

**Section 3. Election and Term of Office.** At the time of election of the full Board, and the resignation of all the members of the initial Board, the term of office of the first elected member of the Board of Directors shall be fixed at three (3) years, the term of office of the second elected member of the Board of Directors shall be fixed at two (2) years, and the term of office of the last elected member of the Board of Directors shall be fixed at one (1) year. If there is any conflict in determining the terms of office, the decision of the initial term of office of each respective member of the Board of Directors, his or her successor shall be elected to serve for a term of three (3) years.

Except in the event of death, resignation or removal, each Director shall hold office until his or her respective successor has been elected by the Unit Owners.

**Section 4. Removal.** Any Director may be removed from the Board, with or without cause, by a majority vote of the members of the Association, or by a majority vote of the other Directors. In the event of death, resignation or removal of a Director, his or her successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 5. Compensation No Director shall receive compensation for any service he or she may render to the Association as such. However, any Director may be reimbursed for actual expenses incurred in the performance of his or her duties.

Section 6. Action Taken Without a Meeting The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting, by obtaining the written approval of all of the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

#### Article V. Meetings of Directors

Section 1. Regular Meetings Regular meetings of the Board of Directors shall be held periodically without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two Directors, after not less than twenty-four (24) hours notice to each director.

Section 3. Quorum A majority of the directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 4. Waiver of Notice Any member of the Board of Directors may, at any time, waive notice of any meeting of the Board of Directors in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Board of Directors at any meeting of the Board shall constitute a waiver of notice by him of the time and place thereof. If all the members of the Board of Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

#### Article VI. Powers and Duties of the Board of Directors

Section 1. Powers In addition to their other authority, the Board of Directors shall have power to:

- (a) Adopt budgets for revenues, expenditures and reserves and levy and collect assessments for common expenses from Unit Owners;

- (b) Employ and dismiss employees and agents;
- (c) Adopt and publish rules and regulations governing the use of the Common Elements and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;  
(3/5/12) of the members who are entitled to vote;
- (d) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reversed to the membership by other provisions of these By-Laws or the Declaration;
- (e) Foreclose the lien against property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same;  
least thirty (30) days in advance of each annual assessment period;
- (f) Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties;  
thirty (30) days in advance of each annual assessment period;
- (g) Adopt and amend rules and regulations covering the details of the operation and use of the Property;
- (h) Open bank accounts on behalf of the Property and to designate the signatories required therefor;  
such certificate shall be conclusive evidence of such payment;
- (i) Purchase, lease or otherwise acquire in the name of the Board of Directors, or its designee, corporate or otherwise, on behalf of all Unit Owners, Units offered for sale or lease or surrendered by the Owners to the Board of Directors;
- (j) Purchase Units at foreclosure or other judicial sales in the name of the Board of Directors, or its designee, corporate or otherwise, on behalf of all Unit Owners;
- (k) Sell, lease, mortgage, vote the votes appurtenant to (other than for the election of members of the Board of Directors), or otherwise dealing with Units acquired by and to sublease Units leased by the Board of Directors or its designee, corporate or otherwise, on behalf of all Unit Owners;
- (l) Organize corporations to act as designees of the Board of Directors in acquiring title to or leasing of Units on behalf of all Unit Owners;
- (m) Grant licenses for vending machines and laundry machines;

**Section 2: Duties** It shall be the duty of the Board of Directors to cause or other person which would change the exterior appearance of a Unit or any other portion of the common elements.

(a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by three-fourths (3/4ths) of the members who are entitled to vote;

(b) Supervise all officers, agents, and employees of this Association, and to see that their duties are properly performed;

(c) As provided in the Declaration, to call a special meeting to a Unit Owner who shall not have furnished to the Association the Unit Owner's name and current mailing address.

(1) Fix the amount of the annual assessment against each Unit as least thirty days in advance of each annual assessment period.

**Article VII Officers and Their Duties**

**Section 1**

(2) Send written notice of each assessment to every Owner subject thereto at least ten (10) days in advance of each annual assessment period.

The Board shall elect a President and Secretary who shall at all times be members of the Board of Directors, and a Treasurer, and such other officers as the Board may from time to time by resolution or (d) Issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment.

(e) Procure and maintain adequate liability and hazard and other insurance on property owned by the Association; her successor is elected, unless he or she shall sooner resign, or shall be removed, or otherwise disqualified to serve.

(f) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such a term, (g) Cause the Common Elements to be maintained;

(h) Charge, in its discretion, reasonable fees for the use of any recreational facility which may be constructed upon the Common Elements; and from an office without cause, by the Board. Any officer may resign at any time, giving written notice to the Board.

(i) Suspend the voting rights of an Owner upon the recording of a statement of condominium lien on that Owner's Unit. Such suspension of voting rights shall continue until the amount necessary to release the lien has been paid in full;

(j) Grant easements through or over Common Elements;

(k) Grant or withhold approval of any action by a Unit Owner or other person which would change the exterior appearance of a Unit or any other portion of the condominium;

(l) Make contracts and incur liabilities in connection with the operation of the condominium;

(m) Maintain a current roster of names and addresses of Unit Owners to which all notices shall be sent;

(n) Deny the right to vote an Association meeting to a Unit Owner who shall not have furnished to the Association the Unit Owner's name and current mailing address.

#### **Article VII. Officers and Their Duties.**

Section 1. Enumeration of Offices. The officers of this Association shall be a President, Vice-President, and Secretary who shall at all times be members of the Board of Directors, and a Treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office until his or her successor is elected, unless he or she shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time determine.

Section 5. Resignation and Removal. Any officer may be removed from office, with or without cause, by the Board. Any officer may resign at any time, giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

**Section 6. Vacancies** A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

**Section 7. Multiple Offices** The offices of Vice President and Secretary, Vice President and Treasurer, and Secretary and Treasurer, may be held by the same person. No person shall simultaneously hold more than one (1) of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

**Section 8. Duties** The duties of the officers shall be as follows:

(a) **President** The president shall:

1. preside at all meetings of the Board of Directors;
2. see that orders and resolutions of the Board are carried out;
3. employ agents, professional advisors, and consultants, when necessary;
4. have authority to sign, execute, and deliver in the association's name all instruments either when specifically authorized by the board of directors or when required or deemed necessary or advisable by the president in the ordinary conduct of the association's normal business, except in cases where the signing and execution of the instruments shall be expressly delegated by these bylaws or by the board to some other officer(s) or agent(s) of the corporation or shall be required by law or otherwise to be signed or executed by some other officer or agent; and

(b) **Vice-President** In the president's absence, or in the event of his or her death or inability or refusal to act, or if for any reason it shall be impractical for the president to act personally, the vice-president (or if there is more than one vice-president, the vice-presidents in the order designated by the board of directors, or in the absence of any designation, in the order of their appointment) shall perform the duties of the president, and when so acting, shall:

1. have all the powers of and be subject to all the restrictions upon the president;
2. perform such other duties and have such authority as from time to time may be delegated or assigned to him or her by the president or by the

board of directors. The execution of any instrument of the corporation by any vice-president shall be conclusive evidence, as to third parties, of his or her authority to act in the president's place.

(c) **Secretary.** The secretary shall:

1. keep any minutes meetings of the members and of the board of directors and its committees in one or more books provided for that purpose;
2. see that all notices are duly given in accordance with these bylaws or as required by law;
3. keep appropriate current records showing the members of the Association together with their addresses;
4. be custodian of the association's corporate records and see that the books, reports, statements, certificates, and all other documents and records required by law are properly kept and filed;
5. in general, perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to him or her by the board of directors or the president.

(d) **Treasurer.** The treasurer shall:

1. have charge and custody of, and be responsible for, all of the association's funds and securities; receive and give receipts for monies due and payable to the association from any source whatsoever; deposit all such monies in the association's name in such banks, financial institutions, trust companies, or other depositories as shall be selected; cause such funds to be disbursed by checks or drafts on the association's authorized depositories, signed as the board of directors may require; and be responsible for the accuracy of the amounts of, and cause to be preserved proper vouchers for, all monies disbursed;
2. have the right to require from time to time reports or statements giving such information as he or she may desire with respect to any and all of the association's financial transactions from the officers, employees, or agents transacting the same;

3. keep or cause to be kept, at the association's principal office or such other office or offices as the board of directors shall from time to time designate, correct records of the association's funds, business, and transactions, and exhibit those records to any director of the association upon request at that office;

4. deliver to the board of directors, or the president whenever requested, an account of the association's financial condition and of all his or her transactions as treasurer, and as soon as possible after the close of each fiscal year, make or cause to be made and submit to the board a like report for that fiscal year;

5. at each annual members' meeting or the meeting held in lieu thereof, furnish copies of the association's most current financial statement to the members and answer questions that may be raised regarding the statement; and

6. in general, perform all duties incident to the office of treasurer and such other duties as from time to time may be assigned to him or her by the board of directors or the president.

**Article VIII. Committees.** The Association shall appoint an Architectural Control Committee, as provided in the Declaration. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purposes.

**Article IX. Books and Records.** The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, Articles and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at a reasonable cost.

**Article X. Assessments.** As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within ten (10) days after the due date, the assessment shall bear interest from the date of delinquency at the highest interest rate allowed by law. (In lieu of charging such interest the Board may, from time to time, fix a reasonable late fee for each month or fraction thereof that such assessment is delinquent). The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs and reasonable attorney's fees of any such action.

shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for therein by nonuse of the Common Elements or abandonment of his or her Unit.

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

**Article XII. Sale and Lease of Units**

**Section 1. Sales and Leases** No Unit Owner may sell or lease his or her Unit or any interest therein except by complying with the provisions of this section. A Unit Owner's sale of his or her Unit shall include the sale of: (a) the undivided interest in the Common Elements and facilities appurtenant thereto; (b) the interest of such Unit Owner in any Units theretofore acquired by the Board of Directors, or its designee, on behalf of all Unit Owners, or the proceeds of the sale or lease thereof, if any; and (c) the interest of such Unit Owner in any other assets of the Property, hereinafter collectively called the "appurtenant interests".

**Section 2. Lease** Any lease shall be consistent with these By-Laws and shall provide that it may not be modified, amended, extended or assigned, without the prior consent in writing of the Board of Directors, that the tenant shall not sublet the demised premises, or any part thereof, without the prior consent in writing of the Board of Directors, and that the Board of Directors shall have the power to terminate such lease and to bring summary proceedings to evict the tenant in the name of the landlord thereunder, in the event of default by the tenant in the performance of the terms and conditions of such lease. Except as hereinbefore set forth, the form of any lease of a Unit shall be the then current form of apartment lease recommended by the Wisconsin Real Estate Board, with such modifications as shall be approved in writing by the Board of Directors.

**Section 3. Financing of Purchase of Units by Board of Directors** Acquisition of Units by the Board of Directors, or its designee, on behalf of all Unit Owners, may be made from the working capital and common charges in the hands of the Board of Directors, or if such funds are insufficient the Board of Directors may levy an assessment

against each Unit Owner in proportion to his or her ownership in the Common Elements and facilities, as a common charge, which assessment shall be enforceable in the same manner as provided herein. Alternatively, the Board of Directors may borrow money to finance the acquisition of such Unit; provided, however, that no financing may be secured by an encumbrance or hypothecation of any property other than the Unit to be acquired by the Board of Directors.

**Section 4. Waiver of Rights of Partition with Respect to Units Acquired by Board of Directors.** In the event that a Unit shall be acquired by the Board of Directors or its designee, on behalf of all Unit Owners as tenants-in-common, all such Unit Owners shall be deemed to have waived all rights of partition with respect to such Unit.

**Section 5. Payment of Assessments** No Unit Owner, except Declarant, shall be permitted to convey, mortgage, pledge, hypothecate, sell or lease his or her Unit unless and until he or she shall have paid in full the Board of Directors for all unpaid common charges theretofore assessed by the Board of Directors against his Unit and until he shall have satisfied all unpaid liens against such Unit, except permitted mortgages.

**Section 6. Notification of Conveyance** Within five (5) days after a sale, transfer or conveyance (by Land Contract, Mortgage or otherwise), of any legal or equitable interest in a Unit, the purchaser or mortgagee shall deliver notice to the Association stating: (a) the date of the conveyance; (b) the Unit; (c) the purchaser's or mortgagee's name and mailing address; and (d) name and address of the Designee of such purchaser, if any; and (e) any other information as may be required under the Condominium Documents or as may be reasonably requested by the Board.

**Article XIII. Conflicts** These By-Laws are set forth to comply with the requirements of the Wisconsin Unit Ownership Act. In case there is any conflict between the provisions of these By-Laws, the Act, the Declaration, the Plat or the Articles, the following shall apply:

(a) The provisions of the Act control over the provisions of the Declaration, the Plat, the By-Laws and the Articles;

(b) The provisions of the Declaration control over the provisions of the Plat, the By-Laws and the Articles;

(c) The provisions of the Plat control over the provisions of the By-Laws and the Articles;

(d) The provisions of the Articles control over the provisions of the By-Laws.

**Article XIV. Amendments** These By-Laws may be amended by affirmative vote of Unit Owners having sixty-seven percent (67%) or more of the votes at a regular or special meeting of the members.

**Article XV. Fiscal Year** The fiscal year of the Association shall be the annual periods beginning January 1st and ending December 31st, or such other fiscal year as the Board of Directors may, from time to time, designate.

**Article XVI. Corporate Seal** The Association shall not have a seal; and where a seal be required, there shall be a notation thereon to the effect that the Association has no seal.

**BY-LAWS OF  
HIGHLANDS OF MAYFAIR CONDOMINIUM ASSOCIATION, INC.**

(Page 49)

**Article XII. Sale and Lease of Units.**

**Revised – December 3, 2009**

**Section 2. Lease.** Any owner, who has owned and occupied their unit for a minimum of one year, may enter into a lease of a Unit on such terms and conditions as it desires, subject to the Declaration, these By-Laws, and the Rules and Regulations. Any lease shall be consistent with these By-Laws and shall provide that it may not be modified, amended, extended or assigned, without the prior consent in writing of the Board of Directors, that the tenant shall not sublet the demised premises, or any part thereof, without the prior consent in writing of the Board of Directors, and that the Board of Directors shall have the power to terminate such lease and to bring summary proceedings to evict the tenant in the name of the landlord thereunder, in the event of default by the tenant in the performance of the terms and conditions of such lease. Except at hereinbefore set forth, the form of any lease of a Unit shall be the then current form of apartment lease recommended by the Wisconsin Real Estate Board, with such modifications as shall be approved in writing by the Board of Directors. Within five (5) business days after entering into or renewing a written condominium rental agreement, the Unit owner shall provide a copy of the agreement to the Association along with proof of rental insurance. Such owner shall notify the Association of his/her forwarding address and telephone number where he/she can be reached.

The members of Highlands of Mayfair Condominium Association, Inc. desire to update the leasing provision in its By-laws to be consistent with the terms of the Declaration and to modernize outdated language.

THE ASSOCIATION HEREBY RESOLVES AS FOLLOWS:

Section 2. Lease. A unit owner may lease his or her unit provided the eligibility requirements found in the Declaration of Condominium, Article VI, Section 2, as amended, are met. Specifically, to be eligible to lease, the Unit Owner, among other things, must have lived in his or her unit for a minimum of one (1) year and there must be no more than sixteen (16) total units rented in the condominium. ~~Any owner, who has owned and occupied their unit for a minimum of one year, may enter into a lease of a Unit on such terms and conditions as it desires, subject to the Declaration, these By Laws, and the Rules and Regulations. Any lease shall be consistent with these Declaration, By-Laws, and Rules and Regulations and shall provide that it may not be modified, amended, extended or assigned, without the prior consent in writing of the Board of Directors, that the tenant shall not sublet the demised premises, or any part thereof, without the prior consent in writing of the Board of Directors, and that the Board of Directors shall have the power to terminate such lease and to bring a lawsuit and/or summary proceedings to evict the tenant in the name of the landlord thereunder, in the event of default by the tenant in the performance of the terms and conditions of such lease. In the event such a lawsuit or proceedings are brought by the Associations, the Association shall be entitled to recover from the Unit Owner and/or tenant its actual attorney fees and costs incurred.~~ Except at hereinbefore set forth, the form of any lease of a Unit shall be in compliance with all federal, state, and local laws ~~the then current form of apartment lease recommended by the Wisconsin Real Estate board, with such modifications as shall be approved in writing by the Board of~~

201502161200

42 ~~Directors. Within five (5) business days after entering into or renewing a~~  
43 ~~written condominium rental agreement, the Unit owner shall provide a~~  
44 ~~copy of the agreement to the Association along with proof of rental~~  
45 ~~insurance. Such owner shall notify the Association of his/her forwarding~~  
46 ~~address and telephone number where he/she can be reached.~~  
47

48 **BE IT FURTHER RESOLVED**, that this amendment shall take effect  
49 immediately.  
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53 Amendment Considered at a Meeting held on 6/4/15.  
54

55  
56 Motion made by: Rosie Haas  
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58 Seconded: Yes  
59 (Yes/No)  
60

61 In Favor: 30

62 Opposed: 2  
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65 Signed: \_\_\_\_\_  
66 Secretary  
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**HIGHLANDS of MAYFAIR CONDOMINIUM**  
**Wauwatosa, Wisconsin**

**RULES & REGULATIONS**  
**DUTIES AND OBLIGATIONS OF UNIT OWNERS**

**1.1 UNIT OWNER RESPONSIBILITY** Each unit owner is responsible for the conduct and actions of all residents and guests of the unit owner's unit; including family members and lessees and also any other individual while on Association property at the owner's or any unit resident's direct invitation; said responsibility for conduct and actions includes the legal liability to pay any damages for violations as set forth in ARTICLE 1.2 below, any reference to "unit owner" shall be interpreted as referring not only to the owner of a unit but also to all the persons for whom that owner is responsible as listed in the first sentence of this paragraph.

**1.2 RULES AND REGULATIONS** The purpose of these rules is to provide greater ease of living together, to prevent damage to the Association property and to protect the substantial investment of each unit owner. Accordingly, any violation of these rules will result in some damage to property, value on investment, right of others, health, or safety; as the amount of said damage is difficult to ascertain, any unit owner responsible for a violation of the rules will be legally liable for payment of damages, both liquidated and other, as set forth below in this article together with costs of collection, including reasonable attorney's fees. For the purposes of this article, the following shall apply:

- i. "Common Elements" shall mean common areas and limited common area unless specifically stated otherwise.
- ii. Each incident of violation of any rule shall be deemed a separate occurrence; a violation which is continuing in nature shall be deemed a separate occurrence for each whole or partial calendar month in which it occurs, or as stated in the rule.

These rules are in addition to the Declaration, By-Laws and the documents, contracts, declarations, and easements set forth in the Declaration and By-Laws, and in the event of conflict, the Declarations, By-Laws, contracts, documents, and easements referenced therein shall govern.

- a. **USE** No unit owner shall occupy or use any unit of the limited common areas appurtenant thereto or permit the same or any part thereof to be occupied or used for any purpose other than as a private residence for the owner, the owner's family, lessees, or guests. Liquidated damages for violation of this rule shall be \$50.00 per occurrence.

**b. COMMON AREAS**

- 1) Any resident wishing to have an outdoor party using any common areas must first register with the Association's Board of Directors and sign an agreement accepting liability for any damages done to the common areas (e.g. lawn, shrubs, etc.)
- 2) The common areas shall not be used for playing soccer, football, softball, hardball, volleyball, golf or any activity in which damage or destruction of the common elements results.
- 3) There shall be no obstruction or destruction of the common areas and nothing shall be stored thereon without the prior written consent of the Association's Board of Directors.
- 4) Unless otherwise permitted in these rules, no object or structure, other than movable furniture shall be placed unattended on the common or limited common areas without the prior written consent of the Association's Board of Directors.
- 5) Nothing shall be altered, removed from or constructed in or on the common areas except upon the prior written consent of the Association's Board of Directors.
- 6) Liquidated damages for violation of b(1), b(2), b(3), b(4) and b(5) shall be \$50.00 plus the cost of returning the Association property to its original condition prior to the violation.

**c. PORCHES, PATIOS, DECKS, BALCONIES** Due to space limitation, safety consideration, and the necessity to maintain a uniform appearance so as not to degrade property values, no items of any sort shall be stored or displayed on any common areas; including limited common areas (e.g. porch, patio or deck) or grassy or landscaped areas; the only exception to the foregoing shall be as follows:

- 1) Patio furniture and flowerpots.
- 2) Items generally considered to be of an appropriated holiday nature may be displayed in/on porch/patio areas and in the landscaped areas adjacent to the owner's unit for a period not to exceed 1 week prior to the holiday and not later than 3 days after the holiday. The ONLY EXCEPTION is Christmas decorations which may be displayed after Thanksgiving through January 5<sup>th</sup>.
- 3) Liquidated damages for violation of these rules c(2) shall be \$50.00 per occurrence plus the cost of returning Association property to its original condition prior to the violation.

**d. GARBAGE**

- 1) All garbage and trash (including appliances, furniture, and bedding) shall be properly bagged and disposed of so as not to produce health or safety hazards. Unit owners are responsible for calling for a special pick-up for items not generally dumped in the trash containers. ALL CARDBOARD shall be broken down and bundled so it can be disposed of in the proper container.
- 2) No garbage shall be left outside of the dumpsters.
- 3) Flammable or corrosive items (e.g. motor oil, gasoline, or car batteries) shall not be placed in or around dumpsters, or shall they be drained anywhere on the Association Property.
- 4) No garbage shall be left outside of any unit for more than five (5) minutes prior to being removed and disposed of as required by these rules.
- 5) Liquidated damages for violation of d(1), d(2), d(3), d(4) shall be \$50.00 per occurrence plus the cost of returning Association property to its original condition prior to the violation.

**e. UNIFORM EXTERIOR APPEARANCE OF UNITS**

- 1) No action shall be taken by any unit owner to alter or individualize the exterior surface of any unit with the following exceptions; items generally considered to be of an appropriate holiday nature may be placed upon the exterior surfaces of the unit during the times specified in Article c(2) provided the items are easily removable and upon their removal there shall be NO holes made on the exterior surfaces.
- 2) Interior surfaces of any window in whole or in part shall not be covered permanently, boarded up, tinted, painted or frosted.
- 3) All front doors, storm and screens shall be maintained in good condition as with garage doors.
- 4) All windows shall be maintained in good repair without cracks or breaks.

- 5) Liquidated damages for violation of e(1), e(2), e(3), e(4) shall be \$50.00 per occurrence plus the cost of returning Association property to its original condition prior to the violation.
- f. **INCREASE IN INSURANCE RATES** No unit owner shall do or keep in any unit or common areas anything which will increase the rate of insurance on the Association Property or which will result in the cancellation of the insurance on any unit or any part of the common property. Liquidated damages for the rule shall be \$250.00 per occurrence plus the cost of returning Association property to its original condition prior to the violation.
- g. **FLAMMABLE LIQUID AND EXPLOSIVES**
- 1) Gas, gasoline, and other flammable liquids (excluding paint thinners and cleaning solvents or propane for gas grills) shall not be stored or used in any unit, garage or in the common areas.
  - 2) No explosive substances of any type shall be stored or used in any unit or common areas.
  - 3) Paint thinner and volatile cleaning solvents may be stored in unit garages, but the total amount of these items shall not exceed two (2) gallons and they must be stored in a fire/explosive safe manner.
  - 4) Liquidated damages for violation of g(1), g(2), g(3) shall be \$100.00 per occurrence plus the cost of returning Association property to its original condition prior to the violation.
- h. **DISTURBANCE AND OBNOXIOUS ACTIVITY** No unit owner shall carry on any obnoxious or offensive activity in any unit or common area, nor shall anything be done therein which may be or become an annoyance or nuisance to others including but not limited to an excessive sound level from any source including stereo speakers. Liquidated damages for violation of this rule shall be \$50.00 per occurrence.
- i. **SIGNS** No sign, poster, banner or flag of any kind (excluding the American Flag and except holidays as previously stated) shall be displayed on or from any unit. One exception is a For Sale sign displayed in a window only. An American flag is allowed on the condo unit. Permission from the Board of Directors must be requested and granted on the placement of the flag bracket on the building. Liquidated damages for violation of this rule shall be \$100.00 per occurrence.

**j. OUTSIDE PARKING**

- 1) Each unit owner shall have the right to park one (1) vehicle (car, van, motorcycle or small noncommercial truck) OUTSIDE which must be in good working condition and movable under its own power. (i.e. one (1) vehicle inside garage and one (1) vehicle outside).
- 2) If any owner wants to park a second vehicle OUTSIDE, in addition to their vehicle parked in the garage (I.e. one (1) vehicle inside the garage and two (2) vehicles outside) Board approval is required. If Board approval is obtained, a fee of \$50.00 per month will be assessed for the additional vehicle. This fee is to be paid with the monthly homeowner's association fee.
- 3) No vehicle shall be parked in any parking space so as to obstruct or infringe upon any other space or garage, the driveway or the fire lanes or next to any green areas. Note, the Board of Directors may enforce all City Ordinances pertaining to fire lanes, and violator s will also be subject to a police ticket.
- 4) No moving van or truck or any other type of vehicle including bicycles shall be parked on or driven across grass areas without prior written consent of the Association's Board of Directors.
- 5) No repair or maintenance of any vehicle that cannot be performed within two (2) hours shall be performed outside a garage on Association property.
- 6) Because of the serious danger to people and property, no vehicle shall be left unattended while on jacks or stands on Association property.
- 7) Any vehicles parked on Association property must have a valid license plate. Owner of the vehicle is responsible for cleanup of any debris and leakage of any fluids.
- 8) Each unit owner shall completely vacate the parking areas within 12 hours for any daylight snow removal operation. During snow removal operation a vehicle parked on Association parking areas may be towed away and/or be responsible for the snow removal.

- 9) Each unit owner shall completely vacate the outdoor parking areas during any announced maintenance activity. Any vehicle left on the Association parking area during such maintenance activity may be ticketed and/or towed away.
  - 10) All parking rules apply to all residents, owners and tenants.
  - 11) Liquidated damages for violation of j(1), j(2), j(3), j(4), j(5), j(6), j(7), j(8), j(9) and/or j(10) shall be \$50.00 per occurrence plus the cost of returning Association property to its original condition prior to the violation.
- k. **LATE MONTHLY FEES** Any unit owner who is more than 30 days late shall be subject to a late charge and/or an assessment for each month that is late. Said charge/assessment shall not exceed \$25.00 per month for each late month's payment and be subject to all cost of collection, including reasonable attorney's fees.
- l. **LEASE OF CONDOMINIUM UNIT** All lease forms for the rental of any unit shall be in writing. The owners must also inform tenants of the Declaration, By-Laws, and the Rules and Regulations as determined by the Board of Directors. ALL LEASES MUST include the following provision and information:
- 1) The lease shall include a provision that the tenant acknowledges receipt of and agrees to abide by the Declaration, By-Laws and Rules and Regulations of the Association. The unit owner has an obligation to familiarize the tenant with the terms of the documents.
  - 2) Upon entering into a lease agreement with a tenant, the unit owner shall provide a copy of the complete lease agreement and provide a new registration from with tenant information to the Board of Directors.
  - 3) The unit Owners shall be responsible for any violation of the condominium documents by the unit owners' guests, tenants or tenants' guests.
  - 4) The lease shall contain a provision that upon occupancy the tenant and/or the unit owner shall immediately notify the Association's Board of Directors or is authorized agent of the tenant's telephone number and email address. The lease is also to contain the address, telephone number and email address of the owner.
  - 5) All garbage rules and regulations will be enforced for move in and move out dates.

- 6) Owners leasing their unit to a tenant will follow the Wisconsin Statutes and Annotations; 703.315 Lease or rental agreements for residential units and 704 Landlord Tenant. (Attached at the end of the Highlands of Mayfair Rules and Regulations.
  - 7) The lease shall state the owner maintains the responsibility for payment of the maintenance fees and/or any special assessments made by the Associations Board of Directors.
  - 8) Liquidated damages for violation of l(1), l(2), l(3), l(4), l(5), l(6), l(7) shall be \$75.00 per occurrence plus the cost of returning Association property to its original condition prior to the violation.
- m. **MAIN WATER LINES** All unit owners who have the main water supply in their units for the building in which they live at, must let the Board of Directors know how they can be reached and/or their representative who will be able to get into their unit in case of an emergency shut off or repairs of the main water line.
- n. **MAINTENANCE AND REPAIR OF UNITS** Every unit owner shall perform properly all maintenance and repair work within the unit owner's unit which, if omitted, would affect any portion of the Association's property or a unit or property belonging to other owners. Liquidated damages for violation of this rule shall be \$50.00 per occurrence plus the cost of returning Association property to its original condition prior to the violation.
- o. **ANIMALS**
- 1) Under NO circumstances are any pets permitted to use the front lawn areas to "relieve themselves". The area that is permitted to be used is the green area behind building #2 and it is the responsibility of the unit owner to PICK UP immediately after the pet. Any damage done to the common areas (e.g. lawns) will be repaired at the unit owners' expense.
  - 2) Disturbing the peace. No person may own, keep, have in his or her possession, or harbor any animal which by frequent and habitual howling, yelping, barking or otherwise shall cause a serious annoyance or disturbance to persons in the neighborhood.

- 3) There shall be no feeding of wild animals except for birds, and it shall be the owner's responsibility of a bird feeder to keep the areas around the feeder free of weeds and grasses that may sprout from the bird seed.
- 4) Liquidated damages for violation of o(1), o(2), o(3) shall be \$50.00 per occurrence plus the cost of returning Association property to its original condition prior to the violation.

p. **WASHING MACHINES AND VACUUMING** Hours of operation of washing machines and vacuuming are from 7:00am to 10:00pm only. Liquidated damages for violation of this rule shall be \$25.00 per occurrence.

**1.3 ENFORCEMENT OF RULES** The Association's Board of Directors shall enforce the rules set forth in Section 1.2. Unit owners shall be notified in writing by the Association's Secretary or Manager of violations of the rules together with any amount which may be due and payable to the Association as a result of each occurrence of a violation. The Association may in its discretion issue a written warning prior to citing any unit owner with an actual violation. Any notice shall be deemed received upon either by personal delivery to a unit owner/occupant or three calendar days after mailing or maintained in the Association's records. The Association shall have the right to enforce its rules by appropriate legal action, including an action to collect damages from a unit owner; in the event legal action is required, the Association shall have the right to collect all reasonable costs associated with the same, including reasonable attorney fees.

## ANTI-DISCRIMINATION ANTI-HARASSMENT POLICY

Highlands of Mayfair Condominium (“Association”) is a Fair Housing provider under the federal Fair Housing Act. As such, the Association is committed to providing a living environment free from discrimination and harassment that is based on an individual’s race, sex, age, religion, disability, color, national origin, military status, marital status, parental status, sexual orientation, or gender identity/expression. This Anti-Discrimination Anti-Harassment Policy (“AD-AH Policy”) is intended to implement this commitment.

This AD-AH Policy is intended to apply to every owner, resident, and guest at the Association, as well as every employee or agent of the Association. Violation of this AD-AH Policy may result in disciplinary action up to and including termination if the violator is an employee/agent of the Association, or penalties, including fines, if the violator is an owner/resident within the Association.

### **The Policy of the Association**

*It is the policy of the Association* that discrimination of any kind based on an individual’s race, sex, age, religion, disability, color, national origin, military status, marital status, parental status, sexual orientation, or gender identity/expression is prohibited.

*It is the policy of the Association* that harassment of any kind based on an individual’s race, sex, age, religion, disability, color, national origin, military status, marital status, parental status, sexual orientation, or gender identity/expression is prohibited.

- a. For purposes of this AD-AH Policy, prohibited harassment includes both “quid pro quo” and “hostile environment” harassment.

“Quid pro quo” harassment is an unwelcome request or demand to engage in conduct, as a condition of providing services or facilities. Quid Pro Quo Harassment might also arise when a person’s access to services or facilities is interfered with because of a failure to submit to demands. Commonly, quid pro quo harassment involves an adverse action that occurs after unwelcome sexual advances are rejected by an owner/resident, or sexual favors are required for an Association service or access to an Association facility which would otherwise be available to the owner/resident.

“Hostile environment” harassment is defined as unwelcome conduct that is sufficiently pervasive or severe as to interfere with the providing of or enjoyment of services or facilities. Hostile Environment Harassment only applies to harassment based on a protected class (sex, religion, race, color, familial status, national origin, or handicap), and the harassment must be on the level of interfering with housing/living environment to be actionable under this AD-AH Policy.

- b. For purposes of this AD-AH Policy, prohibited harassment described above includes insults, jokes, slurs, and other verbal or physical conduct relating to or based on an individual’s race, sex, age, religion, disability, color, national origin, military status, marital status, parental status, sexual orientation, or gender identity/expression that has the purpose or effect of unreasonably interfering with an individual’s living environment, or creating an intimidating, hostile, offensive, or demeaning living environment.

*It is the Policy of the Association* that any retaliation predicated on the fact that an employee/agent or owner/resident of the Association in good faith reported an AD-AH Policy violation or suspected violation, or in good faith participated or aided in the Association’s investigation of an alleged AD-AH Policy violation, is prohibited.

### **Application of This AD-AH Policy**

- It is a violation of this AD-AH Policy to discriminate against another individual on the basis of his or her race, sex, age, religion, disability, color, national origin, military status, marital status, parental status, sexual orientation, or gender identity/expression.
- It is a violation of this AD-AH Policy to harass another individual on the basis of his or her race, sex, age, religion, disability, color, national origin, military status, marital status, parental status, sexual orientation, or gender identity/expression.
- It is a violation of this AD-AH Policy to retaliate against an employee/agent or owner/resident of the Association on the basis of the fact that he or she in good faith reported an AD-AH Policy violation or suspected violation, or in good faith participated or aided in the Association’s investigation of an alleged AD-AH Policy violation.

- This AD-AH Policy applies to *all* employees and agents of the Association, including contractors/vendors hired by the Association, and property management personnel.
- An employee/agent who violates this AD-AH Policy is subject to discipline, up to and including termination.
- An owner/resident who violates, or whose guest violates this AD-AH Policy is subject to penalties, including but not limited to fines.

### **Procedures**

Any employee/agent or owner/resident of the Association who believes he or she has been subjected to, or has witnessed, actions that constitute a violation of this AD-AH Policy promptly must report the matter to the Board of Directors. The individual reporting should not wait until the action he or she believes is a violation of this AD-AH Policy becomes severe or pervasive.

The Association's Board of Directors will timely investigate any report of an alleged violation of this AD-AH Policy and, where appropriate, take appropriate corrective action.

To the extent possible, the Association will protect the confidentiality of allegations of AD-AH Policy violations and of documents created or obtained that concern an investigation into an allegation of an AD-AH Policy violation.

**BE IT RESOLVED that a copy of this AD-AH Policy shall be sent to all homeowners at their last known addresses, and shall be shared with all employees/agents of the Association.**

The Board of Directors adopted this Policy on 5/29, 2019, with the policies to take effect immediately.

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Secretary

Date

## Highlands of Mayfair 2021 Budget

| Account Name                   | 2020 Budget       | 2021 Budget       |
|--------------------------------|-------------------|-------------------|
| <b>Income</b>                  |                   |                   |
| Association/Dues Income        | 118,800.00        | 118,800.00        |
| Late Fee                       | 0.00              | 0.00              |
| Fines                          | 0.00              | 0.00              |
| <b>Total Operating Income</b>  | <b>118,800.00</b> | <b>118,800.00</b> |
| <b>Expense</b>                 |                   |                   |
| General Maintenance            | 2,500.00          | 3,109.00          |
| Landscaping                    | 5,075.00          | 5,388.00          |
| Landscape Main/Repairs         | 3,000.00          | 5,000.00          |
| Snow Removal                   | 12,930.00         | 13,320.00         |
| Cable                          | 17,370.00         | 18,240.00         |
| Insurance                      | 12,500.00         | 12,875.00         |
| Attorney/Eviction Costs        | 100.00            | 100.00            |
| Accounting/Prof. Fees          | 200.00            | 210.00            |
| Office                         |                   |                   |
| Supply/Admin/Mailings          | 300.00            | 300.00            |
| WI Filing Fee                  | 10.00             | 10.00             |
| Management Fees                | 9,604.00          | 9,797.00          |
| Electric                       | 3,800.00          | 3,800.00          |
| Water/Sewer                    | 35,000.00         | 30,000.00         |
| Garbage and Recycling          | 3,911.00          | 4,151.00          |
| Reserve Contribution           | 12,500.00         | 12,500.00         |
| <b>Total Operating Expense</b> | <b>118,800.00</b> | <b>118,800.00</b> |