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ARTICLES OF INCORPORATION

Document Number

Document Title

REGISTRAR'S OFFICE
WISCONSIN DEPARTMENT OF REVENUE
JANUARY 1, 1998

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REGISTER OF DEEDS

Recording Area

Name and Return Address

ATTY RICHARD KOBRIGER
CRAMER, MULTHAUF + HAMME
P.O. Box 558
WAUKESHA, WI. 53187

Parcel Identification Number (PIN)

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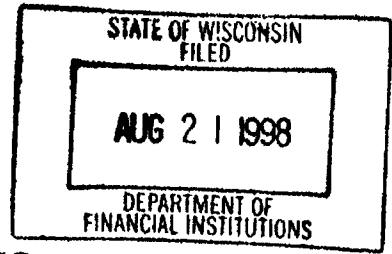
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RECORDED - DEPT OF
FINANCIAL INSTITUTIONS
STATE OF WISCONSIN

To be Recorded in
Waukesha County

ARTICLES OF INCORPORATION

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MULBERRY DOWNS OWNER'S ASSOCIATION, INC.

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

ARTICLE I

NAME

The name of the corporation shall be Mulberry Downs Owner's Association, Inc.

ARTICLE II

PERIOD OF EXISTENCE

The corporation shall have perpetual existence.

ARTICLE III

PURPOSES

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

- (a) To serve as an association of unit owners who own real estate and improvements under the condominium form of use and ownership as provided in Chapter 703 of the Wisconsin Statutes as the same may be amended, renumbered or renamed from time to time (the "Act"), and subject to the terms and conditions of the Declaration of Condominium (the "Declaration") of Mulberry Downs Condominiums, (the "Condominium") as recorded in the office of the Register of Deeds for Waukesha County, Wisconsin;
- (b) To provide for the administration, maintenance, preservation and control of the Condominium in accordance with and in furtherance of the Declaration created under and pursuant to the Act; and

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

ARTICLE IV

MEMBERS AND VOTING

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

ARTICLE V

PRINCIPAL OFFICE AND REGISTERED AGENT

The location of the principal office of this corporation shall be 1240 South Grand Avenue, Waukesha, Wisconsin 53186 and the initial registered agent shall be Harry Bielinski at the above address.

ARTICLE VI

DIRECTORS

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

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

Harry Bielinski
1240 South Grand Avenue
Waukesha, Wisconsin 53186

Frank Bielinski
1240 South Grand Avenue
Waukesha, Wisconsin 53186

Gloria J. Rongstad
1240 South Grand Avenue
Waukesha, Wisconsin 53186

ARTICLE VII

INCORPORATOR

The name and address of the incorporator of this corporation is: Harry Bielinski, 1240 South Grand Avenue, Waukesha, Wisconsin 53186.

ARTICLE VIII

AMENDMENTS

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

ARTICLE IX

STOCK, DIVIDENDS AND DISSOLUTION

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

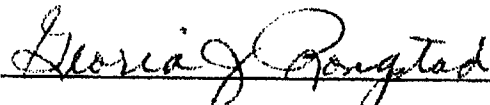
This corporation may be dissolved with the assent given in writing and signed by not less than seventy-five percent (75%) of the members. Upon dissolution of this corporation, other than incident to a merger or consolidation, all of its assets, after payment of its liabilities, shall be distributed to one or more non-profit corporations, societies, trusts or other organizations and/or dedicated to an appropriate public agency or agencies; provided, however, that any such non-profit corporation, society, trust, other organization or public agency has purposes deemed by a majority of the directors of this corporation to be similar to those of this corporation and that if none of the foregoing entities are deemed to exist, then all of the assets of this corporation, after payment of its liabilities, shall be distributed to a non-profit corporation, society, association, trust or other organization, or any one or more of the foregoing, devoted to the promotion of aesthetic, cultural or educational purposes.

Executed in triplicate on this 18th day of August, 1998.


Harry Bielinski

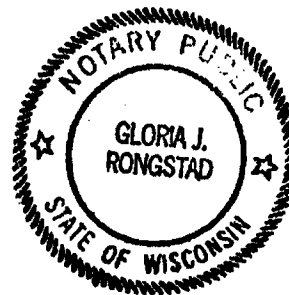
STATE OF WISCONSIN)
) SS.
COUNTY OF WAUKESHA)

Personally came before me this 18th day of August, 1998, the above named Harry Bielinski, to me known to be the person who executed the foregoing Articles of Incorporation, and acknowledged that he executed the same for the purposes therein contained.


Notary Public, Waukesha, Wisconsin
My Commission Expires: 11-19-2000

This instrument was drafted by

Attorney Richard R. Kobriger
Cramer, Multhauf & Hammes, LLP
Attorneys at Law
1601 East Racine Avenue
P.O. Box 558
Waukesha, WI 53187



I CERTIFY that the attached copy has been compared by me with a document on file with this Department and that it is a true copy thereof, and that I am the legal custodian of said document.

DATE: AUG 26 1998

BY:


Richard L. Dean, Secretary
Department of Financial Institutions
STATE OF WISCONSIN

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**Mulberry Downs Proposed Annual Operating Budget
Revised For March 1, 2003**

	<u>1 UNIT</u>	<u>64 UNITS</u>
Water usage (1 meter per bld)	\$ 85.00	\$ 5,440.00
(The water usage is for common areas only)		
Insurance (600.00 per bldg. quote)	\$ 220.00	\$ 14080.00
Directors & Officers Liability Insurance	\$ 10.00	\$ 640.00
ASI Contract Lawn/Snow Yearly	\$ 1080.00	\$ 69,120.00
Fairview Property Owners Association	\$ 100.00	\$ 6,400.00
Maintenance, Repair, Replacement	\$ 65.00	\$ 4,160.00
	\$ <u>1560.00</u>	\$ <u>99,840.00</u>

Payable at the rate of **130.00 per month** per unit to Mulberry Downs Condo Owner Assoc.

The above budget was prepared based upon the Declarants knowledge of similar condominium projects, verbal estimates from management and supply firms and is representative of twenty-six buildings (64 units). It is, however, only an estimate and Buyer should be aware that it could change at a future date.

Maintenance, Repair & Replacement of Common Areas costs are figured that after a period of five or more years the account would be sufficient for covering any major expenses incurred.

3/11/03



ACHTENHAGEN SERVICES, INC.

"Down to Earth People"

APRIL 1, 2003 – NOVEMBER 30, 2003

PROPOSAL FOR LANDSCAPE MAINTENANCE SERVICES

PROPERTY LOCATION:

MULBERRY DOWNS CONDOS, Waterford

CONTACT PERSON/PHONE NUMBER:

Ray Pope 262-547-6181

CONTACT/BILLING ADDRESS:

1240 S Grand Avenue, Waukesha WI 53186

1. All lawn maintenance services described below and on the next page are to be performed in a professional manner, with the end results completed as agreed to between Customer and Contractor.
2. All employees of A.S.I. will be in an appropriate uniform at all times while on site.
3. Achtenhagen Services, Inc. shall supply proof of adequate business liability and workers compensation insurance prior to any contract being signed.

The landscape care season shall begin April 1, of each year and end November 15, of each year.

4. Approximately 25 weekly lawn cuttings throughout the season which include:
 - Cuttings shall be performed every 5-10 days (in accordance with the weather).
 - Trim around all buildings, parking lots, trees, driveways, sidewalks, etc.
 - Remove clippings from all pavements after every cutting.
 - Remove debris such as: paper, cans, bottles, small branches, etc.
5. Spring clean up of lawn areas and planters which include the following:
 - Rake up all debris from snowplows (not including repairs).
 - Rake out leaves and debris from under all trees, shrubs, planters, etc.
 - Rake up all leaves, sticks, and debris from the lawn areas.
 - Clean up of all parking areas and walkways.
 - Haul away all debris.
6. Fall clean up:
 - Clean up of planters (detached plant matter only), bark beds, rock areas, lawn areas, parking areas, etc. including removal of all fallen leaves on the property. This process is done in combination with the last three lawn cuttings of the season.
7. Bed Care (ten visits):
 - Weeding of planters, rock areas, bark beds, etc.
 - Weeding shall include manual pulling of weeds and chemical treatment including weeds in the cracks of drives, roadways, and sidewalks.



Commercial & Residential Lawn, Landscape Care • Snow Removal • Power Sweeping

P. O. Box 428 • Big Bend, Wisconsin 53103-0428 • (262) 662-0570 • Fax (262) 662-0572

8. Power Edging:

- Power edging to be done during year and mulch beds to be completed as needed each spring. If there is a necessity for mulching the beds there will be a charge of \$55.00 per cubic yard of material to be installed. Properties maintained by A.S.I. must be mulched by A.S.I.

9. Three (3) applications of fertilizer/weed control which consist of the following:

- Early Spring Application (March/April) - Balanced fertilizer; crabgrass control.
- Summer Application (July/August) - A slow release balanced fertilizer.
- Fall Application (September - October) - Specially blended, end of season "Winterizer".

10. Herbicide Application

- Spring and early Fall liquid application of herbicide to control broadleaf weeds will be applied.

11. Contour Pruning:

- Two (2) hedge trimmings/pruning of all shrubs/trees less than 15 feet tall and haul away debris (mid to late spring and late summer). Each time contour pruning is done, it shall be completed in a reasonable 2-3 day period. Contour pruning shall be done as to give each shrub/plant and individual and distinct "groomed" appearance. "Clumps" of shrubs shall be eliminated except where a hedgerow is. Each shrub shall be groomed to limit the size of each shrub/plant to a reasonable size and shape for its location. In general, shrubs along sidewalks, drives, windows and doors, patios and decks are to be kept to just over knee high (24") while shrubbery in open areas may be allowed to grow larger, but still remained groomed in appearance. Pruning will be done in accordance with the specific flowering and growth patterns of the dominant shrubbery in each bed.

12. Conditions:

- A two-inch strip of grass will be left on buildings where five inches of block is not exposed. This is to prevent scratching while string trimming. Trees, shrubs and posts not protected by mulch or guards will also have a two-inch strip of grass uncut. This is also to prevent damage while string trimming.
- Achtenhagen Services, Inc. is not responsible for any damage to the lawn, landscape trees and shrubs, caused by drought, over-watering, pestilent or negligence of other contractors regarding applications of chemicals and lying of cable.
- If you see any damage, report it within 24 hours. This will help us solve the problem immediately. Call the complex management and A.S.I. with the date, time and address of the incident. All reports should be followed with a written statement of the problem then fax or send it to A.S.I.

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c). **Special Addendum To Contract.** The quoted monthly service payment will include:

- 1). A minimum of 8 snow plows paid regardless of the number of snow plows under 8.
 - 2). A maximum of 17 plows.
 - 3). A maximum of 4 credits will occur as the difference between 8-12 snow plows (Example: 10 actual snow plows, customer gets credit for 2 plows).
 - 4). Salting is all inclusive in this contract.
3. **Liability.** Contractor shall not be liable for damages to personal property or structures located on the property and hidden from view whether by snow or otherwise, including but not limited to lawn furniture, outdoor decorations, surfaces, cracks, deviations, speed bumps, pot holes, surface depressions or elevations, posts, markers and utility or sewer covers. The Contractor is in no way responsible for any damage caused by the use of de-icing agents. Including, but not limited to, grass, bushes, trees or perennials. The Contractor shall not be liable to persons injured after coming upon the property either before or after a snow or ice storm, and before or after services by the Contractor have been performed. Owner shall keep insurance upon the premises that provides coverage for any injury to persons or properties due to slippery or unsafe conditions caused by snow and ice conditions and shall indemnify the Contractor against claims due to those conditions.

PROPERTY LOCATION:

MULBERRY DOWNS CONDOS, Waterford

CONTACT PERSON/PHONE NUMBER:

Ray Pope 262-547-6181

CONTACT/BILLING ADDRESS:

1240 S Grand Avenue, Waukesha WI 53186

Terms:

Cancellation of this contract is subject to ninety days written notice by customer to A.S.I. for non-performance.

All payments shall be made to Achtenhagen Services, Inc. on the 15th day of each month starting on January 15, 2003 and ending on November 15, 2003. The payment amount will be based on the number of units that are maintained in that month.

The following is a summary of the services described and prices. Please indicate desired programs. If you would like to modify any program please discuss changes with ASI prior to signing contract.

Landscape Maintenance Services per month per unit (including all taxes) \$58.41

Includes: Lawn cutting, Spring/Fall clean-up, Bed care, Power edging, Fertilizer applications
Herbicide applications, Contour pruning

Snow Plowing per month per unit \$17.00

Includes: Plowing, Shoveling walkways, Pot-ash walkways

Lawn and snow per month per unit (including all taxes) \$75.41

All inclusive salt and pot-ash per month per unit \$15.00

Total all inclusive price (lawn, snow and salt) including all taxes)..... \$90.41

If the all inclusive salt and pot-ash is not chosen, the price for salt will be:

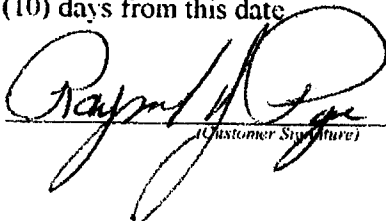
Pot-ash \$30.00/100 lbs or .30/lb

Salt \$18.00/100 lbs or .18/lb

If there is a necessity for mulching the beds there will be a charge of \$42.00 per cubic yard, installed.

The above proposal is hereby submitted by Achtenhagen Services, Inc. on _____
(Date)

And if accepted by Customer must be signed and returned to Achtenhagen Services, Inc. no later than ten (10) days from this date


(Customer Signature)

11-22-02
(Date)

(Contractor Signature)

-A.S.I. reserves the right to take photos of your property for future advertising and quality control purposes.

Achtenhagen Services, Inc. • PO Box 428 • Big Bend, Wisconsin 53103-0428 • 262-662-0570 • Fax 262-662-0572

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CONSENT RESOLUTION

The undersigned, being all of the directors of Mulberry Downs Owner's Association, Inc., (the "Association") acting pursuant to Wisconsin Statutes Section 181.72 and Article IX, Section 3 of the Declaration of Condominium of Mulberry Downs Condominiums, hereby unanimously adopt the following resolution as though adopted at a duly called meeting therefor:

RESOLVED, that the Association shall issue permits for the keeping of pets only upon the following conditions:

1. Application; Fee; Issuance. Applications may be made orally or in writing to the President or Secretary of the Association and must be accompanied by a non-refundable fee in an amount to be set at the sole discretion of the Board of Directors of the Association. Permits shall be signed by the President or the Secretary and shall contain the following:

- (a) Name and Unit number of the permit holder;
- (b) A description of the pet being licensed thereunder;
- (c) The date of issuance;
- (d) The official signature as above;
- (e) A statement that such permit is a revocable license; and
- (f) An agreement (to be executed by the permit holder) to be bound by the terms of this Resolution.

A permit shall be effective when signed by an appropriate officer and a copy signed by the permit holder is placed on file with the Association. The President shall designate a standard form of permit.

2. Rules and Regulations.

- (a) Permitted Pets. The terms of the Declaration are incorporated herein.
- (b) Permitted Cats. Permitted cats shall be declawed and neutered.
- (c) Leashes. No dog or cat shall be permitted on the Common Elements unless on a leash and within the control of a person. Other animals shall not be permitted loose on the Common Elements.

(d) Waste. Permit holders shall be responsible for the proper disposal of their pet's waste without regard to the control over the pet at the time or the location of the waste.

(e) Exercise. If the Board designates an area of the Common Elements as a "pets area," then pets shall be exercised only within this area.

(f) Behavior. Permit holders are responsible for the behavior of their pet and the handlers thereof.

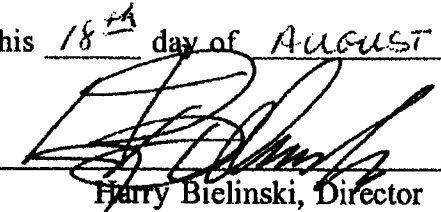
(g) Housing. Pets shall be housed within Units.

(h) Village Licenses. Pets shall be licensed by the Village if required.

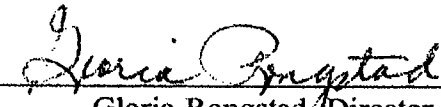
3. Revocation of Permit. Each permit is a revocable license and may be revoked following notice and hearing, at the option of the Board, for any reason set forth in the Declaration or for any breach of the Rules and Regulations set forth above. Upon revocation a permit holder shall dispose of the pet within a reasonable period of time. A permit holder shall be responsible for any costs, including, but not limited to, reasonable attorney's fees, incurred by the Association in enforcing its rights hereunder, which may be added as a special assessment against the Unit for which the permit was issued.

4. Effect. This Resolution, and as it may be amended from time to time, may be referred to as the "Mulberry Downs Pet Regulation." This Resolution may be amended from time to time without notice or hearing to permit holders but a copy of such amendments shall be mailed to each permit holder at his or her Unit before the permit holder shall be subject to such amendments.

Executed at Waukesha, Wisconsin, this 18th day of August, 1998.


Harry Bielinski, Director


Frank Bielinski, Director


Gloria Rongstad, Director

MULBERRY DOWNS OWNER'S ASSOCIATION

PET LICENSE

The Association hereby issues its license to

Name

Unit

to keep the following described pet:

Animal

Description

Village License (if any)

upon the terms of the Mulberry Downs Pet Regulation.

THIS IS A REVOCABLE LICENSE.

Date

(Name) _____
President or Secretary

The undersigned acknowledges receipt of a copy of the Mulberry Downs Pet Regulation and, in consideration of the issuance of this license, agrees to be bound by the terms thereof.

Date

(Signature)

CONSENT RESOLUTION

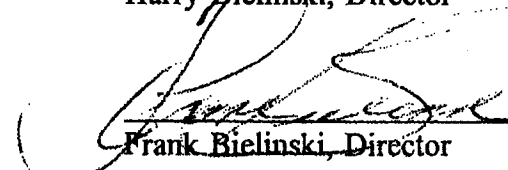
The undersigned, being all of the directors of Mulberry Downs Owner's Association, Inc., (the "Association"), acting pursuant to Wisconsin Statutes Section 181.72 and Article VIII, Section 2 of the Declaration of Condominium of Mulberry Downs Condominiums, hereby unanimously adopt the following resolution as though adopted at a duly called meeting therefor:

RESOLVED, any assessment or installment of assessment not paid within ten (10) days of its due date, if the Unit owner is an individual, individuals or a partnership of individuals, shall bear interest at the rate of twelve percent (12%) per annum on the unpaid amount calculated from the date the assessment or installment was first due until the date it is paid, and if the Unit owner is an entity other than those set out above, shall bear interest at the rate of (i) the prime rate as publicly announced by Firststar Bank of Milwaukee for the purpose of establishing interest rates, plus (ii) two percent (2%) per annum on the unpaid amount calculated from the date the assessment or installment was first due until the date it is paid. The prime rate in effect for any month shall be the prime rate in effect on the first day of the month.

1998.

Executed at Waukesha, Wisconsin, this 18th day of AUGUST,


Harry Bielinski, Director


Frank Bielinski, Director


Gloria J. Rongstad, Director