

REEL 1133 IMAG 1338

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REGISTER'S OFFICE
Milwaukee County, Wis. } SS
RECORDED AT 1:30 PM

DECLARATION OF CONDOMINIUM

OF

HEATHERS PARK

JUL 31 1978
REEL 1133 IMAGE 1338
Wm. C. Coughlin 1356
REGISTER OF DEEDS *inil.*

This Declaration is made under the Wisconsin Uniform Ownership Act, Chapter 703, Wisconsin Statutes, by Towne Realty, Inc., a corporation organized under the laws of the State of Wisconsin, hereafter referred to as Declarant.

1. Purpose. The purpose of this Declaration is to submit the land and improvements described below to Condominium ownership and use in the manner provided by the Wisconsin Unit Ownership Act. Towne Realty, Inc., a Wisconsin corporation, the Declarant, has duly authorized James F. Janz and Roch Carter to execute this Declaration on behalf of the Declarant.

2. Description of Land. The land which is the subject of this Declaration and upon which the buildings and improvements are and will be located is in Milwaukee County, Wisconsin, more particularly described:

Lot 2 in Block 1 in Bradley Park No. 3, being a subdivision of lands in the NE $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$ and SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 15, T 8 N, R 21 E, and a resubdivision of Bradley Park No. 2 and vacated West Port Court, in the city of Milwaukee, Milwaukee County, Wisconsin.

A survey of the land subject to this Declaration is attached as Exhibit "A".

NOT RECORDED 5237155 # 20.00

3. Description of Building and Units. The building and improvements which are located on the land contain sixty-eight (68) units. The site plan of the land showing the location of the building is attached to this Declaration as Exhibit "B-1". Floor plans of each kind of unit, stating the unit number of the unit covered by each such plan are attached as Exhibit "C-1" through "C-4" inclusive. The building has two stories and a basement and is constructed principally of frame and brick.

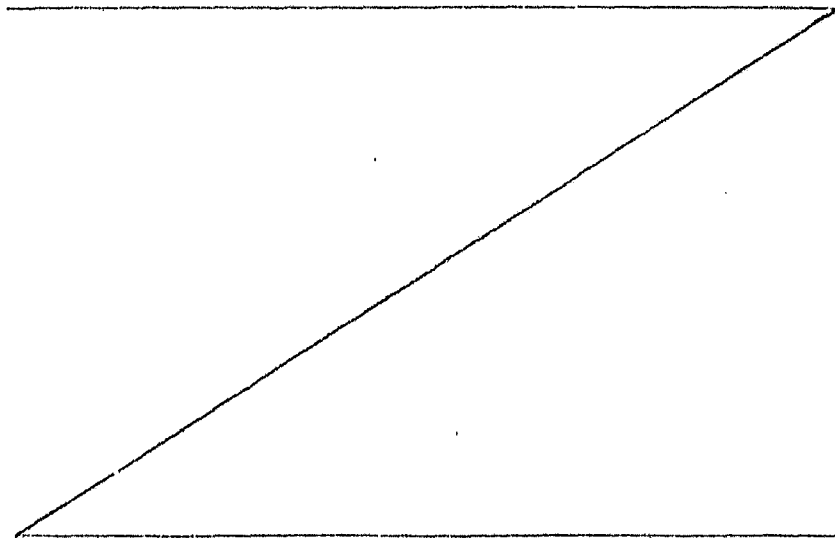
20.00

Exhibit "C-1" are the plans for fifty-nine (59) units. Each unit contains a living room, family room, dining area, kitchen, two (2) bedrooms, one (1) full bathroom, two (2) powder rooms and a full basement. These units contain approximately 1534 sq. ft. of living space (including basement area).

Exhibit "C-2" are the plans for three (3) units. These units contain a living room, family room, dining area, kitchen, den, two (2) bedrooms, one (1) full bathroom, two (2) powder rooms and a full basement. These units contain approximately 1675 sq. ft. of living space (including basement area).

Exhibit "C-3" are the plans for two (2) units. These units contain a living room, family room, dining area, kitchen, den, two (2) bedrooms, one (1) full bathroom, two (2) powder rooms and a full basement. These units contain approximately 1617 sq. ft. of living space (including basement area).

Exhibit "C-4" are the plans for four (4) units. These units contain a living room, family room, dining area, kitchen, den, two (2) bedrooms, one (1) full bathroom, two (2) powder rooms and a full basement. These units contain approximately 1628 sq. ft. of living space (including basement area).



4. Interpretation of Plans. In interpreting the survey or floor plans or any deed or any other instrument affecting a building or unit, the boundaries of the building or unit constructed or reconstructed in substantial accordance with the survey and floor plans shall be conclusively presumed to be the actual boundaries rather than the description expressed in the survey or floor plans, regardless of minor variations between boundaries shown on the survey and floor plans and the actual boundaries of the buildings or units as located and erected.

5. Identification of Units.

A. A unit is that part of a building intended for individual, private use, comprised of one or more cubicles of air at one or more levels of space having the following boundaries.

1. The upper boundary of each unit shall be the plane of the under surface of the chords of the roof trusses which serve as ceiling joists.

2. The lower boundary of each unit shall be the plane of the under surface of the floor slab of the basement.

3. The vertical boundaries of each units shall be:

a) Exterior building walls: The interior plane of the exterior outside walls.

b) Interior building walls: The plane of the center line of walls bounding a unit.

B. Interior surfaces of the perimeter walls, floors, ceilings, windows, window frames, doors and door frames shall be considered part of a unit.

6. Number, Location and Description of Units.

The unit number of each unit, its location, approximate area, number of rooms, and limited common area, if any, to which it has access are shown on the Exhibit "B-1" and "C-1" through "C-4" attached to this Declaration.

7. Common and Limited Common Area.

A. The common areas shall be:

1. The real estate;
2. The foundation, bearing walls, perimeter walls, roofs, columns, girders, beams, supports, walks, yards, and play areas;
3. All installations for services such as power, light, gas, water, heating, air conditioning, including related machinery, pipes, ducts and other equipment, which service units in common.

B. The limited common areas shall be the parking areas and other areas designated as such by this Declaration or by the Association.

8. Parking Areas. Each unit owner shall be assigned the right to the exclusive use of one or more of the numerically designated parking spaces within the parking area. Garages will be constructed for those unit owners contracting for such, and shall be constructed of uniform design and in those areas designated on the proposed garage plot plan attached hereto as Exhibit "B-2". The Declarant reserves the right to change parking space assignments if necessary to accommodate unit owners who contracted for garages. The Declarant's right to assign and change assignments, shall continue until the last residential unit is sold. Thereafter the Association shall have the right to assign and control all unassigned parking so long as the Association does not interfere with, alter or change the assignments previously made by the Declarant. Maintenance of the parking area is declared to be a common expense and shall be divided among all unit owners as are other common expenses. The Association, through its Board of Directors, may rent unassigned parking spaces upon such terms and conditions as it shall deem proper and all funds so received shall be used to offset common area expenses. Any real estate tax liability resulting from increased assessed valuation as a result of the acquisition by a unit owner of

the exclusive right to use any parking space shall accrue to the particular unit owner who shall have such exclusive right to use.

9. Percentage Interest in Common Areas. Each unit and its owner shall have an individual percentage interest in the common and limited common areas and facilities equal to 1.47% of said areas and facilities.

10. Restriction on Use. The buildings and each of the units are intended for single family residential use only and are restricted to that use. Any lease or oral or written rental agreement shall not relieve an owner from his obligation to pay common expenses or from any other obligation imposed upon unit owners by this Declaration, the By-Laws of the Association or by any rule or regulation adopted pursuant thereto.

11. Agent for Service of Process. The initial registered agent for service of process shall be James B. Young, 105 West Michigan Street, Milwaukee, Wisconsin. The Association of Unit Owners hereinafter provided for, may designate another such agent by a majority vote of the unit owners. The designation of a different agent shall become effective upon being filed with the Register of Deeds for Milwaukee County, Wisconsin.

12. Damage or Destruction. In the event that seventy-five percent (75%) or more of the buildings and other improvements above foundation level are destroyed, then the determination as to whether or not to reconstruct or repair shall be made by a vote taken of the members of the Association within ninety (90) days from the date of the fire or casualty. An affirmative vote of at least fifty-one percent (51%) of the eligible votes shall be required in order to reconstruct or repair. If the required number of members do not vote in favor of reconstruction or repair within said ninety (90) days, then the provisions of Section 703.26, Wisconsin Statutes, 1975, shall apply.

In the event that any unit or units require reconstruction and/or repair which when completed causes the unit to be situated on a portion of the common area or limited common area, such encroachment shall be permitted to endure. Such encroachment shall be determined and approved at the time the members of the Association determine whether such reconstruction or repair shall be undertaken.

Reconstruction or repair as used in this Declaration shall mean restoring the damaged premises to substantially the same condition existing prior to the fire or casualty.

13. Insurance. The Board of Directors of the Association shall obtain and continue in effect insurance coverage on the buildings and other improvements upon the property in an amount equal to the maximum insurable replacement value, which amount shall be reviewed at least annually by the Board of Directors, affording protection against loss or damage by fire and such hazards covered by a standard extended coverage endorsement and such other risks or hazards as from time to time shall be customarily covered with respect to buildings similar in construction, location and use. Said insurance shall be for the benefit of the Association and the owners and their mortgagees as their interests may appear; provided, however, all proceeds payable by reason of said insurance shall be paid to the Association as trustee for the owners and their mortgagees for the express purpose of reconstruction and repair as provided in Section 12 hereof, or, if it is determined in the manner as provided in Section 12 hereof that the damaged premises for which the proceeds are paid shall not be reconstructed or repaired, the proceeds shall be applied as provided in Section 12 hereof. In addition to the insurance coverage that the Board of Directors of the Association shall obtain as provided above, the Board of Directors shall obtain public liability insurance in such amounts and with

such coverage as it may deem suitable under the circumstances and may obtain such other insurance as it shall determine from time to time to be desirable. All insurance premiums for any insurance coverage obtained by the Board of Directors shall be a common expense to be paid by assessments levied by the Association.

14. Encroachments. If any portion of the common areas now encroaches upon any unit, or if any unit now encroaches upon any other unit or upon any portion of the common areas, as a result of the construction or repair of the buildings, or if any such encroachment shall occur hereafter as a result of settlement or shifting of any building, or otherwise, a valid easement for the encroachment and for the maintenance of the same so long as the building stands, shall exist.

15. Easements for Utilities. The unit owners, the Association, and the Declarant, each have easements for utility purposes over, under, along and on any part of the common areas and facilities.

16. Easements and Access to Units. The Association shall have the right, to be exercised by the Board of Directors, to have the access to each unit during reasonable hours for the maintenance, repair, or replacement of any common areas and facilities accessible from such areas or for making emergency repairs necessary to prevent damage to the common areas or facilities or to another unit. Each unit shall be subject to an easement to the co-owners of all of the other units to and for the unobstructed and uninterrupted use of any and all pipes, ducts, flues, chutes, conduits, cables and wire outlets and utility lines of any kind and other common elements located within or accessible only from any particular unit and for support. There shall be an easement, for the benefit of unit owners and the Association, in and across all parking areas for pedestrian and vehicular ingress and egress as necessary or convenient

in connection with the use by unit owners or the Association of common areas, limited common areas.

17. Easement for the Benefit of Adjacent Land.

Declarant expressly declares, reserves and accepts an easement from the land described in Section 2 hereof and made subject to this Declaration, for the purposes of right of way across the said land and for the benefit of the land owned by the Declarant to the East thereof and adjacent thereto, more particularly described as follows:

Lot 1 in Block 1 in Bradley Park No. 3, being a subdivision of land in the NE $\frac{1}{4}$, NW $\frac{1}{4}$, SE $\frac{1}{4}$ and SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 15, T 8 N, R 21 E, and a resubdivision of Bradley Park No. 2 and vacated West Port Court, in the city of Milwaukee, Milwaukee County, Wisconsin.

This reservation of easement is for the purpose of providing right of way for vehicular and pedestrian traffic and ingress and egress over and upon the land subject to this Declaration, and over and upon all portions of the adjacent land described in this Section. This easement for ingress and egress is more particularly described as follows:

The Southwesterly 11.00 ft. of Lot 1 in Block 1: the Northeasterly 11.00 ft. of the Southeasterly 186.28 ft. of Lot 2 in Block 1 in Bradley Park No. 3, being a subdivision of lands in the NE $\frac{1}{4}$, NW $\frac{1}{4}$, SE $\frac{1}{4}$ and the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 15, T 8 N, R 21 E, in the city of Milwaukee, Milwaukee County, Wisconsin, and a resubdivision of Bradley Park No. 2 and vacated West Port Court in the city of Milwaukee, Wisconsin.

The utilization of such easement shall be for the benefit of the aforesaid adjacent land owned by the Declarant, its successors and assigns. Each unit owner, by acceptance of any deed to any unit hereunder, shall be deemed to grant to the Declarant, its successors and assigns, an irrevocable power of attorney, coupled with an interest, to execute and record all documents and legal instruments necessary to carry out the provisions and intent of this paragraph. The easement here reserved shall be continuing covenants running with the land subject hereto, and shall become effective upon the first conveyance of land subject

hereto. The expense of maintaining this easement shall be shared equally by the association and by Declarant, its successors and assigns. The Association's portion of the maintenance expense shall be a common expense.

18. Easements Run with the Land. All easements and rights set forth in this Declaration run with the land and are subject to the reasonable control of the Association. No unit owner shall do any work which would jeopardize the soundness or safety of the property, reduce the value thereof, or impair any easement or hereditament without first obtaining, in every such case, the unanimous consent of all of the other unit owners.

19. Declarant's Rights Before Sale. Pending the sale of by Declarant or its successors of all of the units on all the condominium property to which this Declaration is applicable Declarant or its successors:

A. Shall have the right to appoint the members of the Board of Directors of the Association and amend its By-Laws.

B. May, but shall not be obligated to, manage and operate the condominium property.

C. May use the common areas and facilities and any unsold units on such condominium property as may facilitate the sale of all units thereon, including, but not limited to, in connection therewith, constructing garages, maintaining a sales office, showing property and maintaining signs.

D. Reserves unto itself the right to grant easements upon, over, through and across the common areas and facilities as may be required for furnishing any kind of utility services and may grant easements upon, over, through and across the common areas and facilities for ingress and egress to and from the condominium property and other real property adjacent to it.

E. Reserves unto itself the right, so long as Declarant or its successors owns any building and/or

unit, to make minor alterations and changes to the design, location and exterior materials of a building and to alter and change the interior materials and the interior arrangement of a unit.

20. Association of Unit Owners. The administration of the condominium property described in paragraph 2 and 3 of this Declaration shall be governed by an incorporated Association in accordance with By-Laws. The Board of Directors shall consist of three (3) unit owners. The name of the unit owners' association shall be the Heathers Park Owners Association, Inc.

21. Membership in Association. All unit owners are members of the Heathers Park Owners Association, Inc., ("Association") which is incorporated as a nonstock, non-profit corporation under Chapter 181 of the Statutes of the State of Wisconsin. Every unit owner shall be entitled and required to be a member of the Association. An owner of more than one unit shall be entitled to one membership for each unit owned by him. No person or entity other than a unit owner or Declarant may be a member of the Association, and a membership in the Association may not be transferred except in connection with the transfer of title to a unit. When more than one person holds an interest in any unit, all such persons shall be members.

Each unit owner and each occupant of any unit shall abide by and be subject to the duties and obligations of this Declaration and the By-Laws and rules and regulations of the Association.

22. Voting. Members shall be all owners including the Declarant and shall be entitled to one vote for each unit owned. The vote for each unit shall be exercised as the members determine, but in no event shall more than one vote to 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 votes until rescinded.

23. Maintenance and Services. The Association shall be responsible for the exclusive management and control of the common areas, limited common areas, and facilities and shall conduct all work of maintenance, repair and replacement of common areas, limited common areas, and facilities and the making of any additions or improvements thereto.

The Association may obtain and pay for the services of any person or entity to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper maintenance operation of the properties, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or which it contracts. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the properties or the enforcement of this Declaration. The Association may arrange with others or furnish common services to each unit. The Association may employ a Resident Manager.

24. Rules and Regulations. The Association may make reasonable rules and regulations governing the use of the units and of the limited common area and/or common area.

25. Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration or by law, and every other right or privilege reasonable to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

26. Common Expenses. The common expenses shall be charged to the owners according to the percentage of

undivided interest of each in the common areas. Commencing September 1, 1979 or at the time of the initial sale of all units hereunder, whichever is earlier, common area expenses of \$25.00 per month shall be paid by each owner in accordance with Article V of the By-Laws. The Association may levy assessments from time to time for the purpose of maintaining the funds provided for in Article V from which common expenses may be paid, and such assessment shall be levied in the same percentage that common expenses are to be charged.

27. Amendment. Prior to the first meeting of the Association, this Declaration may be amended by Declarant, thereafter, this Declaration may be amended by an affirmative vote of not less than two-thirds of all votes entitled to be cast by unit owners at a meeting called for that purpose; provided, however, that so long as the Declarant is the owner of any unit which has not initially been conveyed, no amendment shall be effective without the consent of the Declarant. No Amendment shall change the rights of the Declarant as contained in this Declaration. Copies of any Amendments adopted as provided in this paragraph shall be certified by the Declarant or the President and the Secretary of the Association in a form suitable for recording and shall be recorded with the Register of Deeds for Milwaukee County.

28. Revocation. This Declaration may be revoked and the property removed under the Provisions of Chapter 703 of the Wisconsin Statutes by an instrument executed by all of the unit owners and duly recorded, provided that the holders of all liens affecting any of the units consent thereto.

29. No Exemption by Waiver. No unit owner may exempt himself from liability from his contribution towards the common expenses by waiver of the use of enjoyment of the common areas and facilities or by the rental or abandonment of his unit.

30. Liability on Conveyance. In the event a voluntary conveyance of a unit, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for his share of the common expenses up to the time of the grant or conveyance without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee. The grantee shall be entitled to a statement from the Board of Directors setting forth the amount of unpaid assessments against the grantor and the grantee shall not be liable for nor shall the unit conveyed be subject to a lien for an unpaid assessment against the grantor and the grantee shall not be liable for nor shall the unit conveyed be subject to a lien for any unpaid assessment against the grantor in excess of the amount set forth in such statement.

IN WITNESS WHEREOF, Towne Realty, Inc., Declarant, has caused this document to be signed by James F. Janz, Senior Vice President and Roch Carter, Assistant Secretary, on this 31st day of July, 1978.

In presence of:

TOWNE REALTY, INC.

[Signature]

By [Signature]
James F. Janz, Senior Vice President

[Signature]

By [Signature]
Roch Carter, Asst. Secretary

Signatures of James F. Janz and Roch Carter, Senior Vice President and Assistant Secretary of Towne Realty, Inc., respectively, authenticated this 31st day of July, 1978.

[Signature]
Member State Bar of Wisconsin
Authorized under Section 706.06

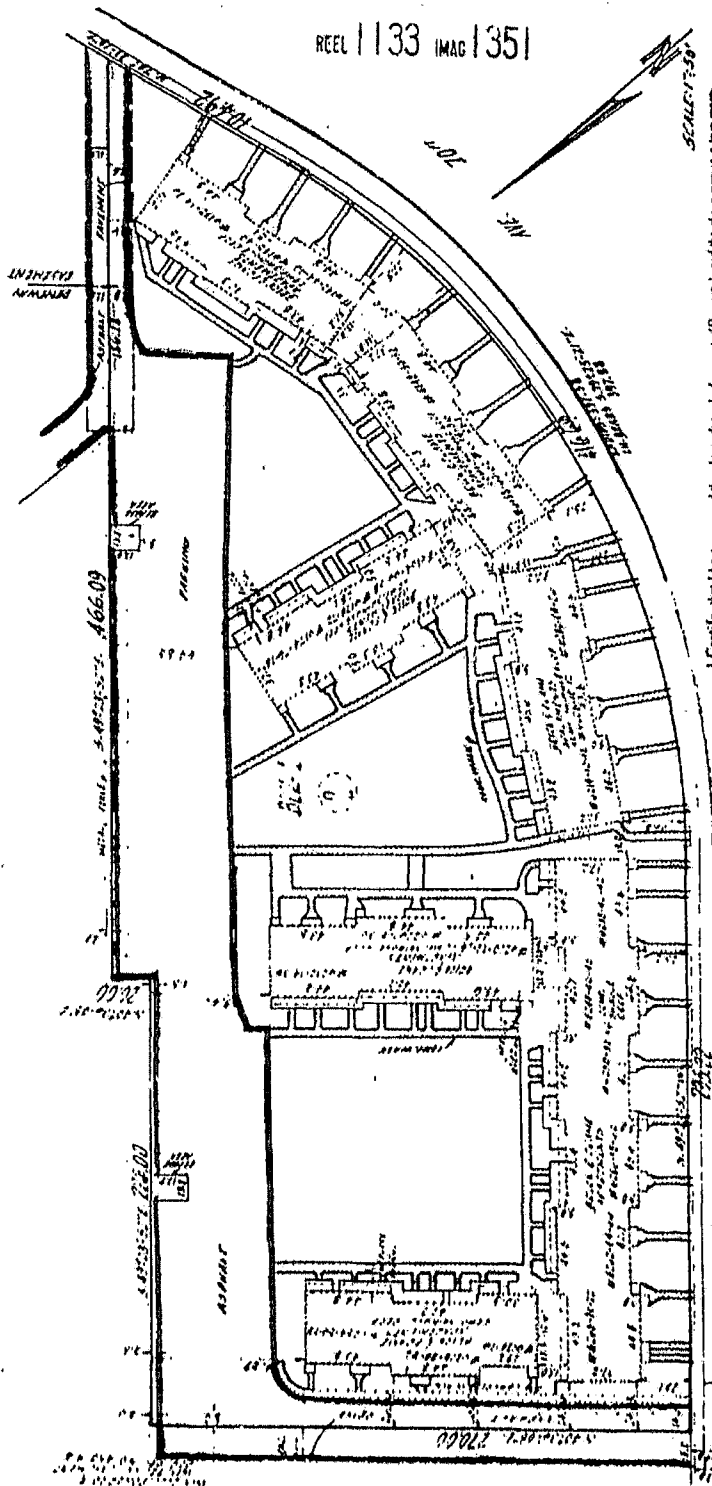
This instrument was drafted by Roch Carter, 105 West Michigan Street, Milwaukee, Wisconsin 53203.

SCALE 1:50

LOT 2 IN BLOCK 2 IN BRADLEY PARK NO. 3, BEING A SUBDIVISION OF LOTS IN THE NE 1/4, NW 1/4 SE 1/4 AND SW 1/4 OF THE NE 1/4 OF SECTION 15, T 8 N, R 21 E, AND A RESUBDIVISION OF BRADLEY PARK NO. 2 AND WAGONED WEST FORT COUSE, IN THE CITY OF HUNTER, HUNTER COUNTY, WISCONSIN

~~NOVEMBER 8, 1977~~

SURVEY NO. 141/56-M-2



I certify that I have surveyed the above described property (Property), and the above map is a true representation thereof and shows the size and location of the Property, its adjacent boundaries, the location and dimensions of all visible structures, easements, boundary fences, apparent encroachments or other features, if any exist, and the names of the owners of the adjoining lands.

The following are the names of the persons who assisted me in the survey:

_____ and _____

and also those who purchased, mortgage, or otherwise the title thereto, within one (1) year from date hereof.

Surveyor

DISCOUNTS



Kenneth C. Burke



the national survey of engineering

THE

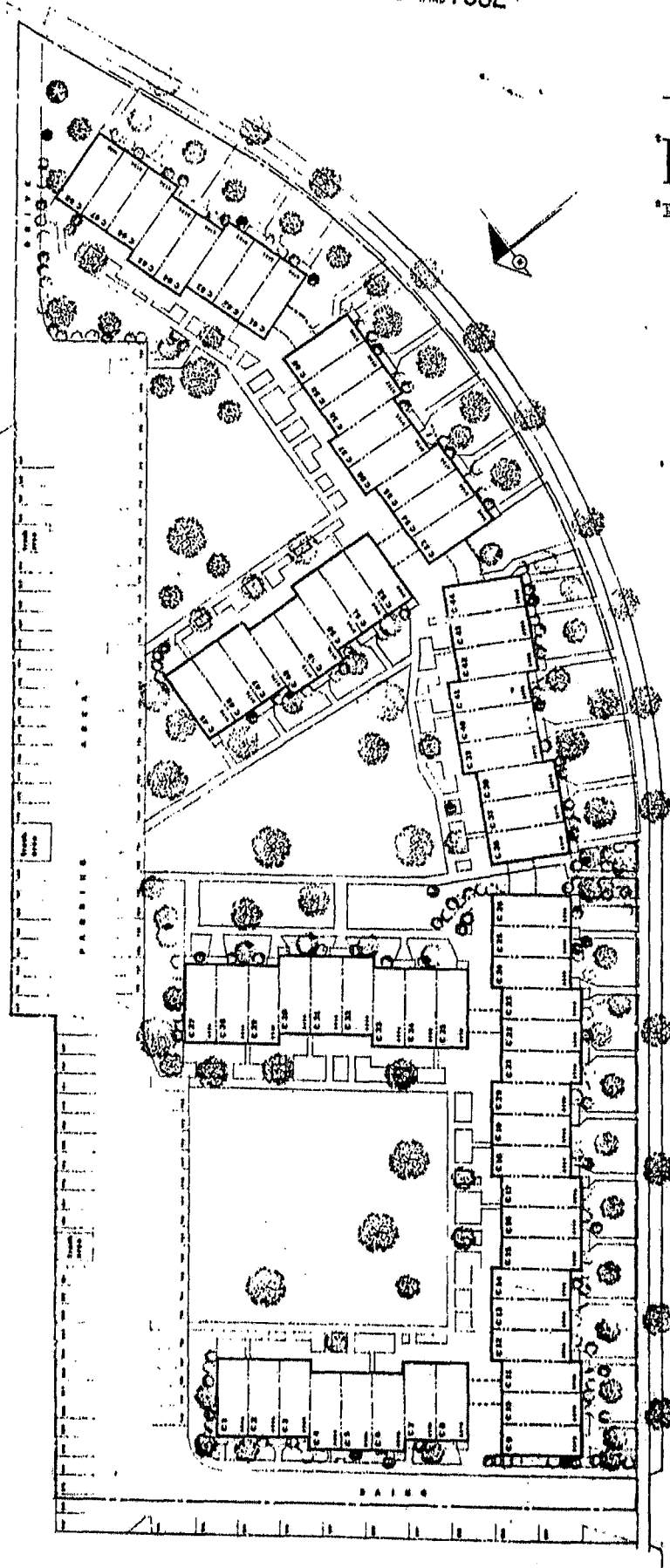
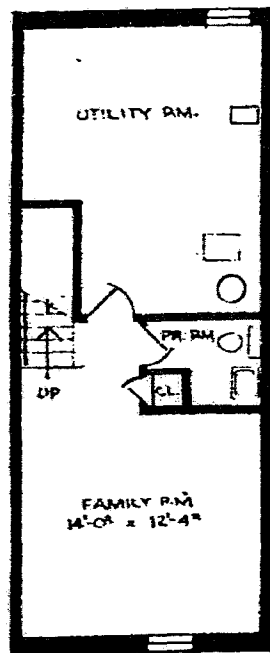


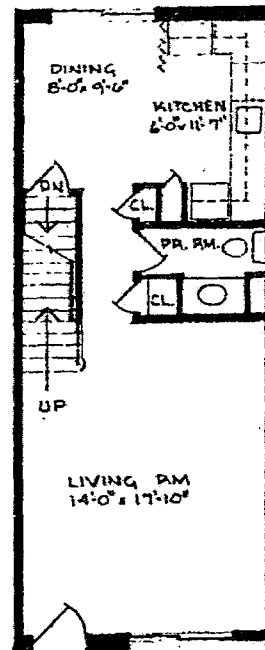
EXHIBIT B-1

HEATHER'S PARK

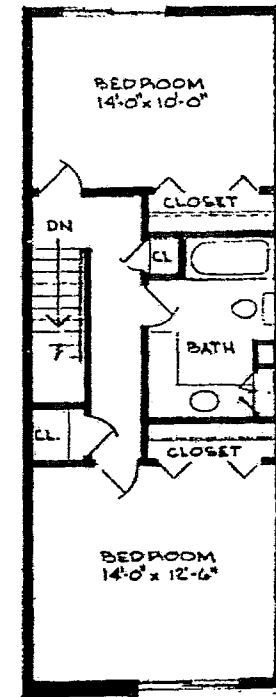
WEST PORT AVE



BASEMENT



FIRST FLOOR



SECOND FLOOR

2 BEDROOM PLAN FOR UNITS

C1, C2, C3, C4, C5, C6, C7,
C9, C10, C11, C12, C13, C14,
C15, C16, C17, C18, C19, C20,
C21, C22, C23, C24, C25, C27,
C28, C29, C30, C31, C32, C33,
C34, C37, C38, C39, C40, C41,
C42, C43, C45, C46, C47, C48,
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C57, C58, C59, C62, C63, C64,
C65, C66, C67, C68

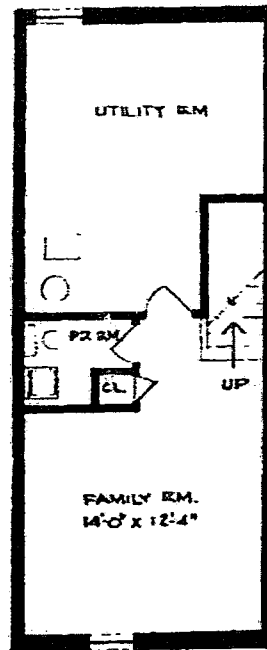
J.D. Levin



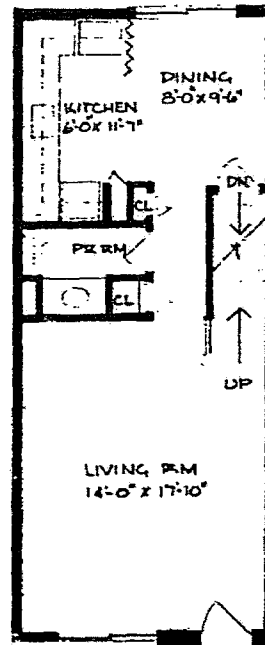
I hereby certify that this exhibit is an accurate copy of those portions of the plans of this building as filed with and approved by the city of Milwaukee.

EXHIBIT C-1

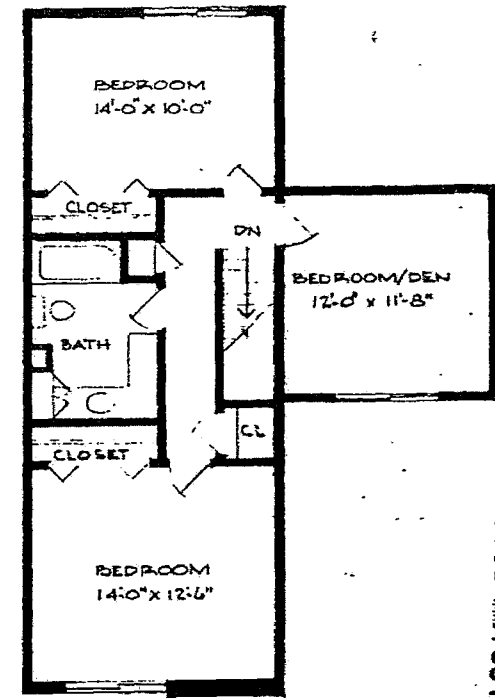
REEL 113 MAG 1353



BASEMENT



FIRST FLOOR

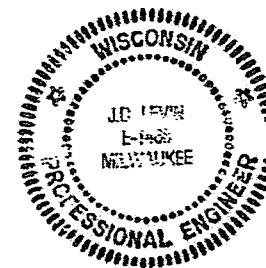


SECOND FLOOR

2 BEDROOM PLUS DEN PLAN FOR UNITS

C8, C35, C52

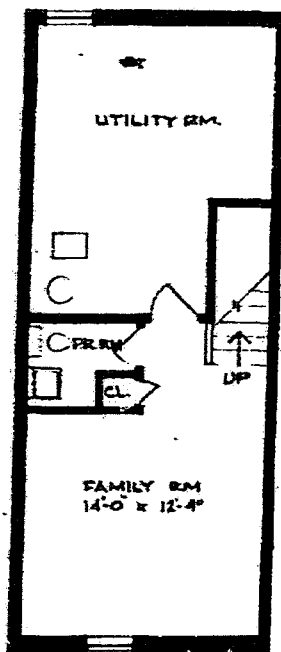
J. J. Ferri



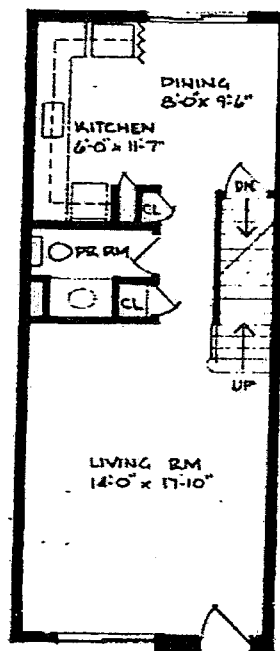
I hereby certify that this exhibit is an accurate copy of those portions of the plans of this building as filed with and approved by the city of Milwaukee.

EXHIBIT C-2

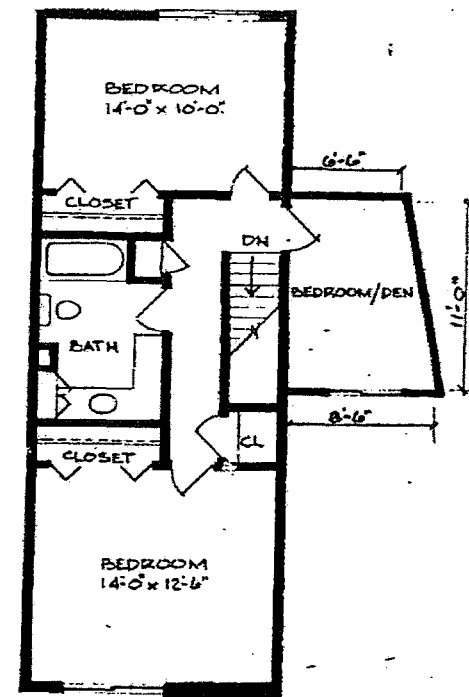
REEL 133 PAGE 354



BASEMENT



FIRST FLOOR



SECOND FLOOR

2 BEDROOM PLUS DEN PLAN FOR UNITS

C26, C36

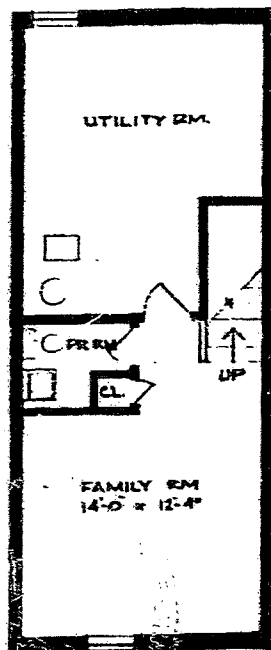


J.D. Levin

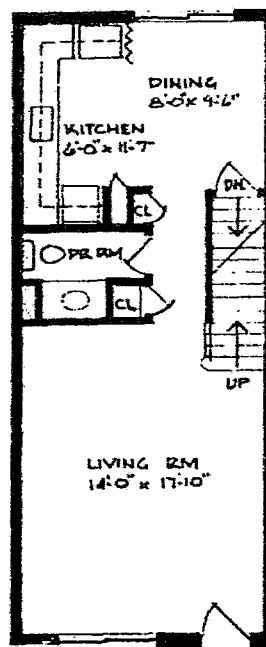
I hereby certify that this exhibit is an accurate copy of those portions of the plans of this building as filed with and approved by the city of Milwaukee.

EXHIBIT C-3

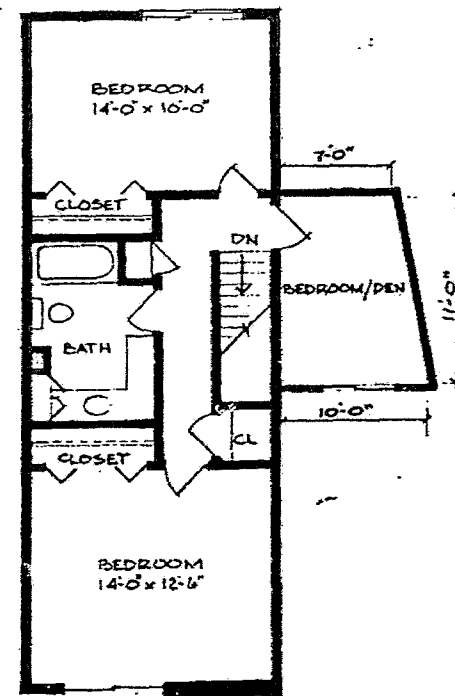
REF | 33 MAC | 355



BASEMENT



FIRST FLOOR

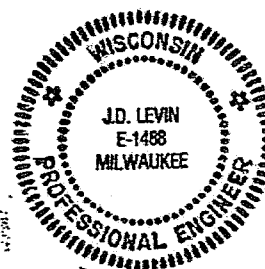


SECOND FLOOR

REEL 133 IMAC 1356

2 BEDROOM, PLUS DEN PLAN FOR UNITS

C44, C53, C60, C61



I hereby certify that this exhibit is an accurate copy of those portions of the plans of this building as filed with and approved by the city of Milwaukee.

EXHIBIT C-4

ARTICLES OF INCORPORATION
OF
HEATHERS PARK OWNERS ASSOCIATION, INC.

I, the undersigned, being a natural person over the age of 21 years and acting as incorporator of a nonstock, nonprofit corporation under the provisions of The Wisconsin Nonstock Corporation Law, Chapter 181 of the Wisconsin Statutes, do hereby adopt the following as the Articles of Incorporation of such corporation:

ARTICLE I

The name of the corporation shall be Heathers Park Owners Association, Inc.

ARTICLE II

The period of existence of the corporation shall be perpetual.

ARTICLE III

Purposes for which this corporation is organized are as follows:

(a) to serve as an association of unit owners under the Wisconsin Condominium Ownership Act, who own certain property located in the city of Milwaukee, Milwaukee County, state of Wisconsin (the "Property"), subject to the terms and conditions of the Declaration of Condominium (the "Declaration"), for Heathers Park (the "Condominium") as recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin;

(b) to serve as a means through which the unit owners may collectively and efficiently administer, manage, operate and control the Property in accordance with the Wisconsin Condominium Ownership Act and the Declaration; and

(c) to engage in any lawful activity within the purposes for which a nonstock, nonprofit corporation may be organized under The Wisconsin Nonstock Corporation Law, Chapter 181 of the Wisconsin Statutes, subject to the Wisconsin Condominium Ownership Act and the Declaration.

ARTICLE IV

The corporation shall have all of the powers enumerated in The Wisconsin Nonstock Corporation Law, to the extent not inconsistent with the Wisconsin Condominium Ownership Act, the Declaration, or the By-Laws of the corporation, including without limitation, the following:

(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) Make contracts and incur liabilities;

(d) Regulate and impose charges for the use of common elements;

(e) Cause additional improvements to be made as a part of the common elements;

(f) Acquire, hold, incumber and convey any right, title or interest in or to real property;

(g) Grant easements through or over the common elements;

(h) Receive income derived from payments, fees or charges for the use, rental or operation of the common elements;

(i) Grant or withhold approval of any action by a unit owner or other person which would change the exterior appearance of any unit or any portion of the common or limited common elements;

(j) Make reasonable rules and regulations governing the use of the units and the common and limited common elements;

(k) Levy fines against unit owners for violations of the Declaration, By-Laws of the Association and the rules and regulations of the Association.

(l) Exercise any other power conferred upon the Association by the Declaration or the By-Laws or reasonably to be implied from the existence of any right, privilege or duty given by the Declaration or the By-laws.

ARTICLE V

There shall be one class of members designated as "unit owners". The rights and qualifications of members are set forth in the Declaration and the By-Laws of the corporation.

ARTICLE VI

The location of the principal office of the corporation shall be 105 West Michigan Street, Milwaukee, Wisconsin 53203, and the initial registered agent shall be James B. Young. The address of the initial registered agent is 105 West Michigan Street, Milwaukee, Wisconsin 53203.

ARTICLE VII

The number of directors of the corporation shall be fixed in the By-Laws of the corporation, and in no event shall be less than three. The manner in which directors shall be selected, appointed or removed shall be provided by said By-Laws.

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

Joseph J. Zilber	105 W. Michigan St. Milwaukee, Wisconsin
S. Daniel Tishberg	105 W. Michigan St. Milwaukee, Wisconsin
Gerald Stein	105 W. Michigan St. Milwaukee, Wisconsin.

ARTICLE VIII

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

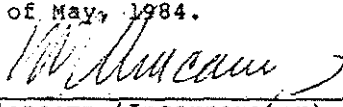
Tom D. Mellencamp
105 West Michigan Street
Milwaukee, Wisconsin 53203

ARTICLE IX

The corporation shall not have or issue shares of stock. No dividend shall ever be paid and no part of the assets or surplus of the corporation shall be distributed to its members, directors, or officers. The 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 purpose and to the extent not prohibited by its By-Laws.

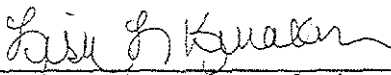
In the event of dissolution of the corporation, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which the corporation was created. In the event that such dedication is refused 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.

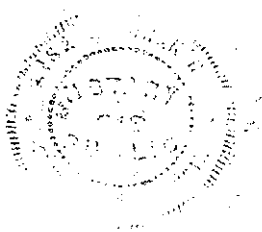
Executed in duplicate this 18th day of May, 1984.


Tom D. Mellencamp (Incorporator)

STATE OF WISCONSIN)
)ss
MILWAUKEE COUNTY)

Personally came before me this 18th day of May, 1984, the above named, Tom D. Mellencamp, known to me to be the person, whose name subscribed to the foregoing Articles of Incorporation, and he acknowledged that he executed the same for the purposes therein contained.

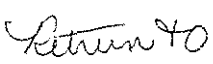

Notary Public, State of Wisconsin
My commission expires April 20, 1986.
2/5/89



STATE OF WISCONSIN
FILED

APR 12 1985

DOUGLAS LA FOLLETTE
SECRETARY OF STATE


This instrument was drafted by Tom D. Mellencamp, Attorney at Law, 105 West Michigan Street, Milwaukee, Wisconsin. 53203

(Amended)
DM-23

BY-LAWS

HEATHERS PARK OWNERS ASSOCIATION, INC.

DM-24

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BY-LAWS FOR HEATHERS PARK
OWNERS ASSOCIATION, INC.

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HEATHERS PARK OWNERS ASSOCIATION, INC.

ARTICLE I

Name and Purpose

Pursuant to the Articles of Incorporation of Heathers Park Owners Association, Inc., and the Declaration of Condominium of Heathers Park recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin, (hereinafter called the "Declaration"), by Towne Realty, Inc., a Wisconsin corporation, (together with its successors and assigns hereinafter "Declarant"), the following are adopted as the By-Laws of Heathers Park Owners Association, Inc., (hereinafter sometimes referred to as the "Association"), which is a nonprofit corporation formed and organized to serve as an association of unit owners who own real estate and improvements (hereinafter the "Property") under the condominium form of use and ownership, as provided in the Condominium Ownership Act under the laws of the state of Wisconsin and subject to the terms and conditions of the Declaration.

These By-Laws shall be deemed covenants running with the land and shall be binding on the unit owners, their heirs, administrators, executors, successors and assigns.

ARTICLE II

Members, Voting and Meetings

2.1 Members. This corporation shall have one class of members, and the rights and qualifications of the members are as follows:

a. Unit Owner Members. Every residential unit owner upon acquiring title to a residential unit, under the terms of the Declaration, shall automatically become a member of the Association and shall remain a member thereof until such time as his ownership of such unit ceases for any reason, at which time his membership in the Association shall automatically cease.

b. One Membership Per Unit. If title to a unit is held by more than one person, the membership related to that unit shall be shared by such owners in the same proportionate interest and by the same type of tenancy in which the title to the unit is held. A unit owner shall be entitled to one membership for each unit owned by him.

c. Transfer of Membership. Each such membership shall be appurtenant to the unit upon which it is based and shall be transferred automatically upon transfer of title of that unit. Membership in the Association may not be transferred, except in connection with the transfer of title to a unit. Upon transfer of a unit, the Association shall, as soon as possible thereafter, be given written notice of such transfer, including the name of the new owner, identification of unit, date of transfer, and information about the transfer which the Association may deem pertinent.

2.2 Voting Rights. Each member shall be entitled to the number of votes as set forth in the Declaration.

2.3 Voting. A majority of the total votes present and entitled to vote at a meeting at which a quorum is present shall be binding upon all Unit Owners for all purposes except when a higher percentage is required by these By-Laws, the Declaration or by law.

2.4 Quorum and Proxies for Members' Meetings. A quorum for members' meetings shall consist of one-third (1/3) of votes entitled to vote. Votes may be cast in person or by proxy. Proxies shall be in writing and shall be valid only for the particular meeting or time

period, not to exceed 180 days, designated therein, unless sooner revoked, and must be filed with the Secretary before the appointed time of the meeting. The vote of the owners of a unit owned by more than one person or by some other entity shall be cast by a person named in a certificate signed by all of the owners of the unit and filed with the Secretary of the Association. If any meeting of members cannot be held because a quorum is not present, a majority of the members who are present and entitled to vote either in person or by proxy, may adjourn the meeting from time to time until a quorum is present without further notice. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified.

2.5 "Time, Place, Notice and Calling of Members' Meetings."

Written notice of all meetings stating the time and place and the purpose for which the meeting is called shall be given by the President or Secretary, unless waived in writing, to each member at his address as it appears on the books of the Association and shall be mailed, or personally delivered, not less than ten (10) days nor more than twenty (20) days prior to the date of the meeting. Notice of meeting may be waived before or after meetings. Meetings shall be held at such time and place as may be designated by the Board of Directors. The annual meeting shall be held on the second Monday in January of each year for the purpose of electing Directors and of transacting any other business authorized to be transacted by the members. Special meetings of the members shall be held whenever called by the President or any two members of the Board of Directors and must be called by such officers upon receipt of a written request signed by members with one-third (1/3) or more of all votes entitled to be cast.

ARTICLE III

Board of Directors

3.1 Make-up and Term of Board of Directors. The condominium property and all of the affairs of the Association shall be managed by a Board of Directors, which shall consist of three (3) members. The initial Board (and its successors where applicable) shall be designated and appointed by the Declarant and, notwithstanding the provisions of Article 3.3 below. Prior to the conveyance of twenty-five percent (25%) of the common interest element, a meeting of the Association shall be held and the unit owners, other than Declarant, shall elect one (1) director who shall serve with two (2) directors designated and appointed by Declarant. These three (3) directors shall constitute the interim Board of Directors and shall serve until a Board of Directors is elected pursuant to Article 3.3, below.

At the annual meeting at which the first permanent Board of Directors is elected, members shall elect one (1) director for a one (1) year term, one (1) director for a two (2) year term, and one (1) director for a three year term, and at each annual meeting thereafter, the members shall elect replacement directors as terms shall expire.

Except as to vacancies provided by removal of Directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining Directors.

3.2 Powers and Duties of the Board of Directors. All powers and duties of the Association shall be exercised by the Board of Directors. Such powers and duties shall be exercised in accordance with the provisions of the Declaration and the Articles of Incorporation. The Board of Directors may, but shall not be required to, engage the services of a manager to administer the condominium property and the affairs of the Association.

3.3 Election and Term of Directors. Not later than 30 days after the conveyance of seventy-five percent (75%) of the common element interest, the Association shall hold a meeting and the unit owners, other than Declarant, shall elect three (3) directors, all of

whom shall be unit owners. These directors shall serve until the next regular annual meeting of the Association. At the annual meeting of the Association, the members shall elect three (3) directors (first permanent board) to serve until their term expires and until their successors are duly elected and qualified, or until any of said directors shall have been removed in the manner provided hereinafter.

3.4 Vacancies on Board. Vacancies on the Board of Directors caused by any reason other than the removal of a Director by a vote of the members shall be filled by a vote of the majority of the remaining Directors, even though they may constitute less than a quorum, and each person so elected shall be a Director until a successor is elected at the next annual meeting of the members.

3.5 Removal of Directors. At any regular or special meeting, duly called, any one or more of the Directors may be removed with or without cause by a majority of the votes of the members entitled to be cast and a successor may then and there be elected to fill the vacancy thus created.

3.6 Regular Meetings and Notice. A regular annual meeting of the Board of Directors shall be held immediately after, and at the same place as, the annual meeting of the members. Notice of the regular meeting of the Board of Directors shall not be required.

3.7 Special Meetings and Notice. Special meetings of the Board of Directors may be called by the President or by two (2) Directors on three (3) days' prior written notice to each Director, given personally or by mail, which notice shall state the time, place and purpose of the meeting.

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

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

3.10 Liability of Directors and Officers. The officers and members of the Board of Directors shall not be liable to the Association or any unit owner for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith. The foregoing shall not be exclusive of other rights and defenses to which a director or officer may be entitled as a matter of law.

3.11 Calculation of Percentage. The calculation of the percentage of common element interest conveyed to unit owners under this Article shall be based on the percentage of undivided appertaining to each unit which has been conveyed assuming that all units to be completed are included in the condominium.

ARTICLE IV

Officers

4.1 Designation, Election and Removal. The principal officers of the Association shall be a President, Vice President,

Secretary and Treasurer to be appointed annually by the Board of Directors. The Board of Directors may appoint an Assistant Treasurer or an Assistant Secretary or both, as may, in its judgment, be deemed necessary. Any appointed officer shall serve at the pleasure of the Board of Directors. Upon the affirmative vote of a majority of the members of the Board of Directors, an officer may be removed, either with or without cause, and his successor shall be elected at the regular meeting of the Board of Directors, or at any special meeting called for that purpose.

4.2 President. The President shall be elected from among the members of the Board of Directors and shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all the general powers and duties which are usually vested in the office of President, including but not limited to, the power to sign, together with any other officer designated by the Board, any contracts, checks, drafts or other instruments on behalf of the Association in accordance with the provisions herein. He shall have the power to appoint committees from among the Unit Owners from time to time as he, in his sole discretion, decides to assist in the conduct of the affairs of the Association.

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

4.4 Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and of the Association and shall have charge of the Association's minute book, and shall, in general, perform all the duties incident to the office of Secretary. The Secretary shall also maintain a list of the names and addresses of all unit owners. The Secretary, with the assistance of a unit owner appointed by the President, shall count votes at meetings of the Association.

4.5 Treasurer. The Treasurer shall have responsibility for the Association's funds and shall be responsible for keeping full and accurate accounts of all receipts and disbursements and financial records and books of account belonging to the Association. He shall be responsible for the deposit of all monies and all valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors. The Treasurer shall also be responsible for the billing and collection of all common charges and assessments made by the Association. The Treasurer shall have the authority to sign and verify a statement of condominium lien arising from any unpaid assessment.

ARTICLE V

Operation of the Property

5.1 Annual Operating Charges. The Board of Directors shall prepare an annual operating budget for the Association in order to determine the amount of the common charges payable by the members to meet the common expenses of the Association for the ensuing year. The budget shall be prepared and determined by December 15 of each calendar year and the amounts required by such budget shall be allocated among the members of the Association according to their respective percentages of ownership in the common areas as set forth in the Declaration.

The Board of Directors shall advise all members of the Association in writing of the amount of common charges payable by each of them by the date of the annual members' meeting and shall furnish

to each member copies of the budget on which such common charges are based.

The budget may provide for two funds, one of which would be designated the "operating fund" and the other the "reserve fund". The operating fund would be used for all common expenses which occur with greater than annual frequency, such as amounts required for the cost of wages, materials, insurance, services and supplies. The reserve fund would be used for contingencies and replacement expenses. In the event that the Association incurs extraordinary expenditures not originally included in the annual estimate, then such sums as may be required would first be charged against the reserve fund. In the event that both funds prove inadequate to meet the necessary common expenses, the Directors may levy a further assessment which shall be charged to each owner in proportion to his interest as set forth herein.

The reserve fund may be used to discharge construction liens or other encumbrances levied against the entire property, or any part thereof which may constitute a lien against the common property rather than against the unit interest of particular owners. The unit owner responsible for any such lien shall be specifically assessed for the full amount thereof.

The Directors may also use the reserve fund for the maintenance and repair of any unit if such maintenance and repair is necessary to protect the common property. The full amount of the cost of any such maintenance or repair shall be specifically assessed to the unit owner responsible thereof.

Payment of the common expense assessment for owners of the original sixty-eight (68) units shall commence upon written notice from the Association.

All of the preceding shall constitute common expenses and charges and this assessment shall be paid in monthly installments to the Association on or before the first day of each month, commencing as provided above. If not paid within ten (10) days of the due date the charges shall be in default and shall bear interest at the rate of twelve (12%) percent per annum until paid in full.

In the event of a failure on the part of a unit owner to pay any installment of the assessment within the time herein specified, such shall constitute a default hereunder and, in the event of such default, all of the unpaid balance of the assessment for the year in which the default occurs shall immediately become due and payable. In addition, the lien arising from any unpaid assessment may be enforced and foreclosed by the Association according to law. In the event of such action by the Association, it shall be entitled to recover costs and actual attorney fees. Further, the Board of Directors shall take appropriate measures to collect the unpaid assessments as may be allowable by law. The costs of collection, including actual attorneys' fees, shall be borne by the defaulting unit owner. No unit owner who is in default in the payment of his common expense assessment shall be entitled to vote at any regular or special meeting of the members of the Association.

5.2 Lien for Unpaid Assessments. All general and special assessments which are not paid when due shall constitute a lien on the unit and its appurtenant percentage of ownership interest. Said lien shall be prior to all other liens except: (a) Liens for general and special taxes; (b) All sums unpaid on a first mortgage recorded prior to the making of the assessment; (c) Mechanic's liens filed prior to the making of the assessment; (d) All sums unpaid on any mortgage loan made under Section 45.80, Wisconsin Statutes.

ARTICLE VI

Duties and Obligations of Unit Owners

6.1 Rules and Regulations. The units and the common elements and limited common elements shall be occupied and used in accordance with the Declaration, the Articles of Incorporation, these By-Laws, and the rules and regulations of the Association, including the following:

a. Use. No residential unit owner shall occupy or use his unit or the limited common elements appurtenant thereto, or permit the same or any part thereof to be occupied or used for any purpose other than as a private residence for the owner, the owner's family, or the owner's lessees or guests.

b. Obstructions. There shall be no obstruction of the common elements and nothing shall be stored therein without the prior consent of the Association.

c. Parking. No outdoor parking space shall be used other than as a parking space for operative private passenger automobiles. No such automobile shall be parked in any parking space so as to obstruct any other parking space.

d. Increase of Insurance Rates. Nothing shall be done or kept in any unit or in the common elements which will increase the rate of insurance on the common elements, without the prior consent of the Association. No unit owner shall permit anything to be done or kept in his unit, his garage or in the common elements which will result in the cancellation of insurance on any unit or any part of the common elements, or which would be in violation of any law or ordinance. No waste will be committed in the common elements.

e. Signs. No sign of any kind shall be displayed to public view on or from any unit, the common elements or the limited common elements without the prior consent of the Association.

f. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept in any unit, in the common elements or in the limited common elements, except that one dog, cat or other customary household pet, not exceeding fifteen (15) pounds in weight may be kept in a unit, subject to the rules and regulations which may be hereafter adopted by the Association regarding same. Dogs and cats shall be kept on a leash when not in a unit. Notwithstanding anything contained in this paragraph, any such permitted pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the condominium property upon three (3) days written notice from the Board of Directors.

g. Nuisance. No noxious or offensive activity shall be carried on in any units or in the common elements, nor shall anything be done therein which may be or become an annoyance or nuisance to others. No unit owner shall make or permit any disturbing noises in the buildings by himself, his family, guests, or other invitees, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of other unit owners. No unit owner shall play upon, or suffer to be played upon, any musical instrument or operate or suffer to be operated any phonograph, television set, radio, or other sound device in the premises at such high volume or in such other manner as it shall cause disturbances to other unit owners.

h. Alteration, Construction or Removal. Nothing shall be altered or constructed in or removed from the common elements, except upon the written consent of the Association.

i. Conflict. The above rules and regulations, and those which may be hereinafter adopted by the Association, are in addition to the Declaration and the documents, contracts, declarations and easements set forth in the Declaration, and in the event of a conflict, the Declaration and contracts, documents and easements referenced therein shall govern.

6.2 Maintenance and Repair of Units. Every unit owner must perform properly all maintenance and repair work within his own unit which, if omitted, would affect the project in its entirety or in a portion belonging to other owners, and such owner shall be personally liable to the Association for any damages caused by his failure to do so.

6.3 Common Elements. No objects or structure, other than movable furniture or decorative furniture or decorative pieces shall be placed on limited common elements, and permanent or movable barbecue pits or grills may be placed thereon only in accordance with applicable state and municipal fire regulations.

6.4 Amendment and Adoption of Additional Rules and Regulations. The Board may from time to time adopt additional rules and regulations governing the operation, maintenance, beautification and use of the common elements, the limited common elements, and the units, not inconsistent with the terms of the Declaration or with the contracts, documents, declarations and easements referenced therein, and the Association's members shall conform to and abide by all such rules and regulations. A violation of any such rules or regulations shall constitute a violation of the Declaration.

ARTICLE VII

Amendments

7.1 By Members. These By-Laws may be altered, amended or repealed and new By-Laws may be adopted by the members, at any meeting called for such purpose by an affirmative vote of sixty-seven percent (67%) of all of the votes entitled to be cast, provided, however, that the approval of fifty-one percent (51%) of the eligible holders of first mortgages on units which are subject to a mortgage shall be required to materially amend any provision of these By-Laws relating to voting, assessments, assessment liens or priority of liens, reserves for maintenance, repair and replacement of the common elements, rights to use the common elements, insurance or fidelity bond requirements, responsibility for maintenance and repair of the condominium property, the boundaries of any unit, the interests in the common elements or limited common elements, the convertability of units into common elements or of common elements into units, the leasing of units or any provision contained herein for the express benefit of holders or insurers of first mortgages on the units.

7.2 Protection for Declarant. Notwithstanding any other provision in these By-laws, the prior written approval of the Declarant will be required before any amendment which would impair or diminish the rights of the Declarant to convey units herein shall become effective. This provision shall not apply after the sale of all units or May 1, 1987, whichever occurs first.

ARTICLE VIII

General

8.1 Fiscal Year. The fiscal year shall begin on the first day of January and end on the last day of December of each year.

8.2 Seal. There shall be no corporate seal.

8.3 Record of Ownership. Every unit owner shall promptly cause to be duly recorded or filed of record the deed, assignment or other conveyance to him of such unit or other evidence of his title thereto and shall file such document with and present such other evidence of his title to the Board of Directors, and the Secretary shall maintain all such information in the record of ownership of the Association.

8.4 Books, Records and Financial Statements. The Board of Directors shall keep detailed records of the actions of the Board of

Directors, minutes of the meetings of the Board of Directors, minutes of the meetings of the unit owners and financial records and books of account for the Condominium Association as well as records relating to the amount of each assessment against individual units, the date when due and the amounts paid thereon and the balance remaining unpaid. An audited annual report of the receipts and expenditures of the Association shall be rendered by the Board of Directors to all unit owners and to all mortgagees of units whose names have been submitted to the Association. The books, records and financial statements of the Owners Association shall be available to unit owners, and the holders and insurers of first mortgages during normal business hours of week days. The Association shall, upon written request from any prospective purchaser, lender, or insurer furnish within a reasonable time a copy of the audited financial statement of the Association for the immediate preceding fiscal year.

The Board of Directors shall also maintain current copies of the Declaration, By-Laws, Rules and Regulations of the Association, Budget, and other documents pertaining to the condominium together with all amendments thereto which shall be made available to unit owners, lenders, holders and insurers of the first mortgage on any unit, and prospective purchasers.

8.5 Indemnity of Officers and Directors. Every person who is or was a director or officer of the Association shall (together with the heirs, executors, and administrators of such person) be indemnified by the Association against all loss, costs, damages and expenses (including reasonable attorneys' fees) asserted against, incurred by or imposed upon him in connection with or resulting from any claim, action, suit or proceeding to which he is made or threatened to be made a party by reason of his being or having been such director or officer, except as to matters as to which he shall be finally adjudged in such action, suit or proceeding to be liable for bad faith or willful misconduct. In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of bad faith or willful misconduct in the performance of his duty as such director or officer in relation to the matter involved. The Association, by its Board of Directors, may indemnify in like manner, or with any limitations, any employee or former employee of the Association with respect to any action taken or not taken in his capacity as such employee. The foregoing rights of indemnification shall be in addition to all rights to which officers, directors or employees may be entitled as a matter of law.

All liability, loss, damage, costs and expenses incurred or suffered by the Association by reason or arising out of, or in connection with the foregoing indemnification provisions shall be treated and handled by the Association as common expenses; provided, however, that nothing contained in this Article VIII shall be deemed to obligate the Association to indemnify any member or owner of a condominium unit who is or has been an employee, director or officer of the Association with respect to any duties or obligations assumed or liabilities incurred by him under and by virtue of the Declaration, Wisconsin's Condominium Ownership Act, the Articles and By-Laws of the Association, as a member of the Association, or owner of a condominium unit covered thereby.

8.6 Liability of Unit Owners Association. The unit owners Association shall not be liable for any failure of water supply or other services to be obtained by the unit owners Association or paid for as a common expense, or for injury or damage to person or property caused by the elements or by the unit owner of any condominium unit, or any other person, or resulting from electricity, water, snow or ice which may leak or flow from or over any portion of the common elements or from any pipe, drain, conduit, appliance or equipment. The unit owners association shall not be liable to any unit owner for loss or damage, by theft or otherwise, or articles which may be stored upon any of the common elements. No diminution or abatement of any assessments, as herein elsewhere provided, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or

improvements to the common elements or from any action taken by the unit owners association to comply with any law, ordinance or with the order or directive of any municipal or other governmental authority.

8.7 Gender. The use of the masculine gender in these By-Laws shall be deemed to refer to the feminine gender and the use of the singular shall be deemed to refer to the plural and vice versa whenever the context so requires.

8.8 Subordination. These By-Laws are subordinate and subject to all provisions of the Declaration and any amendments thereto and the Condominium Ownership Act as amended from time to time under the laws of the state of Wisconsin, which control in case of any conflict. All terms herein (except where clearly repugnant to the context) shall have the same meaning as in the Declaration or said Condominium Ownership Act.

8.9 Interpretation. In case any provision of these By-Laws shall be held invalid, such invalidity shall not render invalid any other provision hereof which can be given effect. Nothing in these By-Laws shall be deemed or construed to authorize the Association or Board of Directors to conduct or engage in any active business for profit on behalf of any or all of the unit owners.

END OF BY-LAWS

HEATHERS PARK OWNERS ASSOCIATION

RULES AND REGULATIONS

May 18, 2020

CONDOMINIUM RULES AND REGULATIONS
HEATHERS PARK OWNERS ASSOCIATION

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CONDOMINIUM RULES AND REGULATIONS

HEATHERS PARK OWNERS ASSOCIATION

The following Condominium Rules and Regulations have been established for the benefit of all owners of condominium units at Heathers Park Condominium. These rules are intended to contribute to promoting and preserving a safe, clean and hospitable environment for the owners, and assuring the peaceful enjoyment of our community. They are also intended to protect and enhance the value of the property. These Rules are not, in any way, designed to unduly interfere, restrict or burden the use or enjoyment of the property. However, all owners, residents and their guests are expected to abide by the following rules, which are meant to supplement the provisions of the Declaration. In the event that the Rules conflict with the Condominium instrument, which includes the Declaration, Bylaws and all Amendments, or the Wisconsin Condominium Ownership Act (703), the Condominium Instruments and the Wisconsin Condominium Statute take precedence.

- I. AMENDMENT:** These Rules can be revised in any way, at any time, by the Board of Directors as conditions warrant, provided that a written communication is sent to each Owner advising of the change and further provided that no such Rule or revision is contrary to or inconsistent with the Condominium Act, Declaration or Bylaws of the Condominium.

II. COMPLIANCE:

BOARD OF DIRECTORS' AUTHORITY

To the extent permitted by law and the Condominium Declaration and Bylaws, the Board of Directors shall have the authority to issue or deny approval of any exception to these Rules. Such approvals shall be in writing and may be for the resolution of temporary problems or situations. Approvals may be revoked at any time.

The Board of Directors shall have the power to waive any provision of the Declaration, Bylaws and Rules in order to accommodate any disabled residents and comply with the provision of Federal and State Law.

Residency regulation concerning the operation and use of the Common Area may be promulgated and amended by the Board of Directors provided that such regulation is not contrary to or inconsistent with the Condominium Act, the Declaration or Bylaws.

All owners bound by the Rules shall comply with them and the rules may be enforced in the same manner as the property's bylaws.

Board of Directors:

President/Co-Secretary: Sonya Bowman (414) 759-9966

Treasurer/Co-Secretary: Loleta (Lisa) Sherman (414) 732-8938

Working Hours: Monday-Friday 9:00AM – 5:00PM

(*Weekend Hours are only available for Emergencies Only)

Condominium Management Company: Ogden & Company, Inc.

c/o Sue Jensen
1665 N. Water Street
Milwaukee, WI 53202
suej@ogdenre.com

Legal Counsel/Lawyers: HUSCH BLACKWELL

Milwaukee Office
555 East Wells Street, Suite 1900
Milwaukee, WI 53202
Direct: (414) 978-5325
Fax: (414) 223-5000
(*Assessments, Liens and Foreclosures)

III. INTRODUCTION

Condominium living requires a degree of compromise for the benefit of all and may require adjustments for some individuals. It is essential for all residents to demonstrate an attitude of courtesy, responsibility, respect and community involvement. It is the responsibility of all unit (“owners”) to advise their tenants and guests of these rules and regulations. **Owners are liable and responsible for the actions of their tenants and guests.** All of these rules and regulations are in accordance with our Association Bylaws.

ENFORCEMENT COSTS/FINES

- a. Costs and expenses, including reasonable legal fees, incurred in enforcing Rules shall be assessed by the Board of Directors against the violator and/or the owner responsible for the violation.
- b. All complaints of violations of the Declaration, Act, Bylaws, Rules/Regulations must be in writing and directed to the Board of Directors and signed by the resident. Complaints should state nature of the violation, the time and place the violation occurred and the facts that give rise to the violation. The address number or name of the party violating the Declaration, Act, Bylaw or Rule/Regulation should be included if that information is known. All complaints should also contain the name, address, number, email address and telephone number of the party making the complaint.

IV. Condominium Documents

Each owner should receive a copy of the condominium documents from the previous owner. If you do not receive a copy, contact Ogden and Company to receive a free copy. Copies of the Condominium Rules and Regulations can be obtained by registering through Heathers Park Owners Association Account Manager at (414) 270-4172 and obtained through the HPOA CondoCafe website: www.condocafe ; or c/o Ogden & Company, Inc., 1665 N. Water Street, Milwaukee, WI 53202.

V. Local Services

Emergency – Police, Fire or Rescue	911
Milwaukee Police Department (Non-Emergency)	414-933-4444
Milwaukee Fire Department (Non-Emergency)	414-286-8948
Milwaukee Public Library	414-286-3000

VI. Utilities

WE- Energies Customer Service	800-242-9137
Power Outage Hotline	800-662-4797
Gas Leak/Emergency	800-261-5325
City of Milwaukee Water Works	414-286-2830
AT&T Inc.	800-924-1000

VII. RULES AND REGULATIONS

A. Condominium Purchases

Effective June 1, 2020, all owners that want to purchase more than (2) condominium units must live on-site and be in compliance with dues and assessments. Owners that currently own more than (2) condominium units and live off-site prior to June 1, 2020 is considered grandfathered in.

B. Parking

- a. Each owner is allocated one (1) marked parking space on the property parking lot; must belong to a unit resident and must be registered with Heathers Park Owners Association through Ogden & Company.
- b. All resident vehicles parked on the property must be current in registration, inspection and in running condition per the City of Milwaukee.
- c. Motorcycles, mopeds or scooters are allowed on the property and must be current in registration and inspection. Said vehicles are to park in/share the unit's allocated parking space so as to not take a full parking space on their own (combined length of the automobile and motorcycle should not exceed 20 feet). These vehicles must be registered with the Association. Patios/decks and other common areas are not valid parking spaces. Motorcycles must be parked or garaged and a protective plate must be placed under the motorcycle rest stand at all times.
- d. No snowmobiles, mobile homes, campers, boats, trailers or other terrain vehicles will be parked or allowed to remain within the condominium complex. Temporary parking of such vehicles must be approved by the Board of Directors. The request can be done in writing and may be granted under extenuating circumstances on a temporary basis only.
- e. Lost garage keys are the responsibility of each garage owner.

C. General

- a. Cooking or sleeping in vehicles on Heathers Park property is prohibited.
- b. All residents must register their vehicles with the Board of Directors/ (Ogden & Company) within (7) days of residency. Failure to register will result in a warning notice being issued. If after (7) days from the issuance of the notice the resident has not registered his/her vehicles, the Association will issue a \$50.00 fine and/or have your vehicle towed.
- c. Unsightly, inoperative or unlicensed vehicles are not permitted on the property and will be ticketed and/or towed at the owners expense.
- d. Automobiles, trucks, trailers or recreational vehicles with a combined total length of 20 feet may not be parked in any parking space.
- e. Limited vehicle maintenance, including but not limited to; changing oil, oil filter, air cleaner, and spark plugs is permitted. Residents performing such maintenance must clear and clean the area after performing such work, including absorbing and disposing of any oil spills, grease, and any and all other debris. The debris, including used oil, must be taken to a recycling center. No major maintenance or major repairs of any kind may be performed on any vehicle on the property.
- f. The use of moving vans on the condominium property shall be in a manner so as not to impede the lawful and smooth flow of traffic. Damage to common and limited common areas caused by residents while moving in or out of the community will be assessed to the respective resident/owner.
- g. No moving vans/carts/trailers can be placed in the grass areas at any time. If found or observed, the fine is \$250.00
- h. No vehicles, motorcycles, or trailers may be driven or parked upon any surface area other than the parking areas and roadways.
- i. The maximum speed limit on *Heathers Park* property is 5 miles per hour.
- j. Residents are responsible to report unauthorized parking in their parking space to the Milwaukee Police Department. It is recommended that the unauthorized vehicle be ticketed or towed. Please call to have the vehicle towed.

D. Towing Policy

- k. All owners are responsible for having any unauthorized vehicle towed. If any unauthorized vehicles are reported to the Board of Directors; the vehicle will be towed within (24) hours.

E. Pets/Animals

1. Only unit owners may apply to the Board to keep a pet at the unit. The owner of the unit shall be responsible for any and all damage caused by the pet and for violations of this rule by any tenants, residents or guests at their unit and shall promptly pay any fines or assessments.

2. All requests by unit owners to keep a pet must be accompanied by a complete pet registration form and license. Such registration and information must be made in writing and mailed to Ogden & Company, and include: Type & name of animal(s), address of unit maintaining animal, names of resident(s) owning the animal, License number of animal(s) and the estimated weight of animal(s) fully grown.
3. Owners may maintain no more than 2 pets per unit.
4. Any pet must not weigh more than 15 pounds when fully grown. Owners must obtain and maintain liability insurance insuring against any and all damage caused by their pets. Proof of such insurance shall be submitted to the Board with the pet registration records; when needed.
4. Dogs, cats or other customary household pets may only be kept in any unit.
5. No pets may be kept, bred or maintained for any commercial purpose.
6. Pets shall not be permitted outside the unit on the common area of the association unless accompanied by a responsible individual and kept on a hand leash of no more than 10 feet in length at all times.
7. No pet shall create noise, odor, or be allowed to disturb other residents.
8. Each owner shall be responsible for the immediate removal of any droppings on common area, walks, or paved sidewalks/streets. All pet waste must be securely bagged and placed inside the dumpster. Unit owner where pet waste is found to be not properly disposed of will be fined as follows: 1st offense \$100, 2nd offense \$200, 3rd offense \$300, etc., plus the cost of DNA test and/or test kit replacement.
9. Any pet causing or creating a nuisance, or unreasonable disturbance or noise shall be permanently removed from the property upon seven (7) days written notice from the Board of Directors.
10. The following is a list of banned dog breeds that will not be allowed: Pit Bulls-Staffordshire Terriers-Rottweilers-GermanShepherds-DobermanPinschers-Akitas-Mastiffs-Great Danes-Alaskan Malamutes- Sharpeis- Boxers or all mixed breeds with this list.
11. Visitors to property may bring a dog for the duration of a one-day visit but cannot remain on property overnight. Visitors with dog must follow house pet rules.
12. Failure to remove a pet from the property after written notice by the Board will constitute a willful violation of the Rules and shall result in a \$500.00 fine in addition to all other penalties as provided by the Declaration, Bylaws and Rules.
13. The Association recognizes and allows any support animal as described and found on the HUD website at: https://www.hud.gov/program_office/fair_housingequal-op/ReasonableAccommodations15

F. Nuisance and Noise Levels

1. No use or practice shall be allowed which is an unreasonable source of annoyance to the Owners and residents of the condominium, or which unreasonably interferes with the peaceful possession or proper use of the condominium by others.

2. All residents have a right to quiet and privacy without disturbance from neighboring units or common areas. Owners and their guests will be expected to reduce noise levels during the hours after **10:00PM and weekends before 9:00AM**.
3. Owners and their guests will be expected to reduce noise levels, so that neighbors are not disturbed. At no time are musical instruments, radios, televisions, speaker systems, loud cell phone conversations and other sound producing sources allowed outside any unit. If you are an owner/renter, you need to notify the Milwaukee Police Department.
4. Documented noise infringements may be assessed to the owner at a minimum amount of \$50.00 for each such occurrence.

G. Keys

1. It is the responsibility and obligation of each owner to obtain and secure condominium and garage keys. It is not the responsibility of the Board of Directors, but of each owner who purchases and/or owns a condominium.

H. Residents

(*Any State Mandated Guidelines, such as COVID-19: A (10) person minimum will be required on your patio and in the courtyards. If reported to the Board of Directors, Milwaukee Police Department will be called and you will be fined).

1. Residents are responsible and liable for the conduct of their guests and all persons living with them.
2. No vehicle, bicycle or toy with wheels shall be allowed on the grassy common areas. Toys should not be left in the common areas overnight as they could lead to safety issues.
3. The batting of hard balls, football, soccer or baseball is not permitted on the property.
4. No skateboarding, drones or hoverboards are allowed on the property.
5. The use of Big Wheels and roller skates shall not be allowed anywhere on the property during the hours of 10:00PM – 9:00AM.
6. The markings of graffiti is not permitted; Milwaukee Police Department will be notified and a fine of \$500.00 will be imposed.
7. No motorized toy vehicles, such as go-carts or mini-bikes permitted on the property.
8. Unlawful or rowdy behavior will not be tolerated in any area of the community.
9. Help to keep the community clean and livable. Instruct your children to refrain from littering, being disrespectful of others, loitering in the community, or creating loud disturbances in the underpasses or common areas. *There is ample room in the park for appropriate activities.

I. Common and Limited Areas

1. Common Area: The common area consists of the courtyards, stairs, landings, garages and all property owned in common, as defined in the Bylaws of *Heathers Park Owners Association*.
 - a. There shall be no obstruction of the common areas and facilities; nothing shall be stored therein without the prior written consent of the Board of Directors.
 - b. Birdbaths are not permitted on common grounds.
 - c. All empty plant or gardening containers in the common or limited areas should be removed and stored out of sight.
 - d. Electrical or battery powered lights shall not be installed without prior written consent of the Board of Directors.
 - e. Use or storage of recreational equipment is prohibited in common areas.
 - f. Inner courtyard grilling is only acceptable for resident group parties with advance notification to the Board of Directors. (See section entitled Fire Prevention). *During COVID-19 or State Mandated Regulated Guidelines it will be prohibited.

J. Limited Common Areas

- a. Every unit owner and resident must maintain the limited common areas appurtenant to his unit in clean and proper condition. No objects or structures, other than moveable patio furniture or decorative pieces, shall be placed thereon without the prior written consent of the Board of Directors. Every unit owner has the right to decorate the limited common area appurtenant to his/her unit in a non-structural manner.
- b. Residents should not store bicycles in the common areas or limited common areas, outside units, on lawns, or on patios. Bicycles must be stored in garages or in the respective unit.
- c. Hanging out items such as laundry, clothing, or other apparel on patios is prohibited.
- d. Major alterations, such as the installation of awnings, sunshades, canopies or patio fences are prohibited without the prior written consent of the Board of Directors.
- e. Visible appliances and items other than moveable patio furniture, normal patio accessories; and barbecue grills on patios are prohibited.
- f. Wading pools and yard-designed playthings are prohibited from use on all common and limited common areas, unless it is on/or near your patio.
- g. Bird feeders are permitted within the limited common area, and should be filled with seed and area kept clean.
- h. Decorations such as wind chimes are acceptable, unless the noise is too excessive.
- i. Appropriate seasonal decorations may be placed on unit entry doors.

- j. Electrical or battery-powered lights shall not be installed without the prior the prior written consent of the Board of Directors.

K. Snow Removal

All Owners, residents and guests will be familiar and comply with the snow removal procedures and will cooperate with the Board of Directors and the snow removal contractors. Any vehicle that impedes snow removal is subject to immediate towing at the expense of the owner and without prior warning notice. The authority to tow any such vehicle is specifically delegated to the contractor and their employees or other agents of the contractor. In addition, Owners/residents are responsible for removing snow, ice and any accumulation of water from their front door to the common sidewalk and (if desired), from the patio to the common sidewalk. Garage owners should shovel the approach to their garage door. Failure to move vehicles or obstruction of snow plowing will result in a minimum fine of \$25.00 for each occurrence.

L. Littering and Trash Disposal

There shall be no littering. All refuse/trash and recycle material shall be deposited only in designated dumpsters. Trash must be bagged and secured tightly before placing it in the trash dumpsters. Recycle material may be placed in paper sacks or dumped loose in the recycle dumpster. No plastic bags are to be put in the recycle dumpster. Current recycling regulations issued by the State of Wisconsin must be observed, or infractions will result in fines. Under no circumstances is any trash or recycled items to be dropped or left on the ground. No garbage, trash, or recycle materials shall be permitted to remain on the patios, front door stoops, or anywhere in public view. No household furnishings including any electronic devices, remodeling materials or construction debris are to be placed in or around any dumpsters. The dumpsters are for the residential refuse of the owners only and no industrial, commercial, or refuse from offsite may be placed in the dumpsters.

The fine for non-compliance is \$250.00 per offense.

*Garbage pickup, debris and/or furniture items can be scheduled for pick up for a nominal fee from Heathers Park Grounds-Keeper: AA Top Notch at 414-379-2321.

M. Maintenance, Repairs and Replacements

1. **Interior Maintenance:** Each unit owner, at their own expense, shall furnish and be responsible for all maintenance, repairs, and replacements within his/her own unit.
2. **Utilities:** It is the responsibility of the unit owners to maintain gas and electric in their own unit. Owners are responsible for any damage to contents or loss caused by failure to maintain utility services, including damage to the common or limited common areas.

3. Sump Pumps

It is the responsibility of owners/residents who has a sump pump in their unit to ensure it is plugged in at all times, and to regularly check to ensure it is running. A non-functional sump pump should be reported to the Board of Directors; immediately.

**Sump pumps are located in the following (8) condominiums:
(6138, 6154, 6172, 6210, 6228, 6246, 6262, 6282)**

N. Alterations, Additions and Improvements

1. No alteration of any common elements, or any additions or improvements thereto, shall be made by any unit owner without prior written consent of the Board of Directors. (Exception: All screen doors must be updated to Black Iron Rod Doors)
2. The following is a partial list of items requiring approval of the Board of Directors prior to installation if different from a normal replacement part:
 - Window well bubbles
 - Glass block windows (excluding basement windows)
 - Air conditioners
 - Newspaper box
 - Window replacements
3. Wall or window mounted air conditioners are not permitted.

O. Signs

No unit owner shall display, hang, store or use any sign outside their unit which may be visible from the outside of the unit without prior written permission of the Board of Directors. This includes the use of “For Sale” or “For Rent” signs. “Open for Inspection” signs may be placed in windows or doors only.

P. Window Dressings

No unit owner or resident shall display, hang, store or use any clothing, sheets, blankets, laundry or other articles outside their unit; or which may be visible from outside the unit (other than draperies, curtains or shades of a customary nature and appearance), or paint the outside of the unit, or install any canopy, awning, or outside radio or television antenna, or equipment, or items of any kind.

(Owners/tenants will be fined, if in violation of \$100.00 and above, if not in compliance.

Q. Rummage Sales

Rummage sales are permitted only if authorized by the Board of Directors and following (COVID-19 /State guidelines).

R. Landscaping

1. No picking of any flowers, shrubs, bushes or trees is allowed anywhere on the property.
2. No vegetables or fruit plantings are permitted in the common areas.
3. Planting of flowers is permitted only when planted in flower pots and placed on front porches or patios. No planting of flowers in common or limited common area flower/shrub beds is permitted.

S. Occupancy

1. Individual Unit

Information only: Effective on and after June 1, 1998, the suggested maximum occupancy of any unit shall be as follows:

- Two Bedrooms Four Individuals
- Three Bedrooms Six Individuals

These limitation are adopted using the Federal HUD and Wisconsin State Guidelines.

2. **Home Occupations:** Permitted home occupations in all resident units shall be any business or occupation carried on by a person residing within the dwelling in connection with which:

- a. The occupation is incidental and secondary to the use of the dwelling for dwelling purposes, and does not occupy more than one-fourth of the floor area of the unit.
- b. No signs, display or activity are permitted that will indicate from the exterior that the building is being used, in part, for any purpose other than that of a dwelling.
- c. There are no commodities sold, or services rendered, that require or delivery of merchandise, goods or equipment by other than a passenger motor vehicle or by United States letter carrier mail service.
- d. There is no person other than an additional resident of that unit employed or otherwise engaged in the home occupation.
- e. All activity, including storage, is conducted completely within the dwelling unit.
- f. No special structural alterations, construction features, or installation of special equipment is permitted in the dwelling.
- g. There is no perceptible noise, odor, smoke, electrical interference or vibration emanating from the structure.
- h. There is no more than one customer or client on the premises at the same time.
- i. There is no activity between the hours of 10:00 AM and 7:00 PM

3. All required smoke detectors are the responsibility of the unit owner and shall comply with the provision of NFPA No. 72E-1982, Standard on Automatic Fire Detectors or NFPA No. 74-1980, Household Fire Warning Equipment. In accordance with DILHR 51.245 Smoke Detectors:

At least one detector shall be provided at the head of every open stair—battery or AC powered smoke detectors may be installed and do not have to be interconnected with each other or with the manual fire alarm system. The unit owner is responsible for maintaining the smoke detectors in good working order. Tenants are responsible for informing the owner, in writing, of any smoke detector malfunction, including the need for a new battery. The owner then has five days from receipt of the written notice from the tenant to repair or replace the smoke detector or replace the battery. The owner must replace batteries at the beginning of a new lease and at least once a year. The owner must also furnish the tenant with written notice of the responsibilities of the tenant and the obligations of the unit owner regarding smoke detector maintenance.

4. When residents cook on the patio, it is their responsibility to have a U.L. approved fire extinguisher available and to control the flames so as not to create a fire hazard.
5. No resident shall keep in any unit or on Heathers Park property any combustible substance except for normal household use as designated by the manufacturer.
6. **Rental of a Unit.** All owners seeking to rent his/her unit must complete a Heathers Park Rental Information form, along with complying with all rules and regulations related to unit rental, set forth by the Board of Directors and Heathers Park current Management Company. This rental information form needs to be submitted to the current Management Company: (Ogden & Company) at 1665 N. Water Street, Milwaukee, WI 53202; c/o Heathers Park Owners Association, unless the owner resides in the unit.

T. Soliciting, Canvassing or Peddling

No solicitation is allowed on the property without the prior written consent of the Board of Directors. No person, including any Owner, shall enter or go through the condominium for the purpose of canvassing the residents, of vending, peddling or soliciting orders for any merchandise, book, periodical, or circular of any kind or nature whatsoever; or for the purpose of soliciting donations or contributions. A notice of the above may be posted within the private walkways of the condominium. However, such canvassing, vending, peddling, soliciting or distribution may be allowed with the written consent of the Board of Directors.

U. Control Over Employees/Contractors

No owner/renter shall engage any employee/contractor of the condominium, or shall they direct, supervise or, in any manner, attempt to assert control over any such employee/contractor, unless authorized by the Board of Directors.

V. Delegation of Powers

The Board of Directors, in its discretion, may delegate its powers and duties with respect to the granting of consents, approvals and permissions under these Rules, to Ogden & Company or to any other employee or agent of Heathers Park Owners Association.

W. Outdoor Grills

The storage and use of outdoor grills will be in full compliance with all applicable state and local laws, ordinances, and regulations. In the event that said laws, ordinances and regulations conflict with the Rules of the Association, the more restrictive will always apply. The use of outdoor grills within ten (10) feet of the exterior of a unit, but maintaining a 10-foot distance from any structure or overhead is highly recommended. Outdoor grills must be attended by an adult at all times while in use. Recognizing the hazards inherent in the storage and use of outdoor grills, the owner or resident responsible for storing or using such a grill assumes responsibility for any and all damages incurred incident to said storage and use. The unit of the responsible owner or resident will be assessed the cost of all repairs necessary to restore the property to its original condition. Electric grills are allowed on patios and must be unplugged after each use. **(Fire Pits are NOT ALLOWED)!**

X. Liability

Unit owners are responsible for their guests, tenants and tenant's guests.

Y. Informational Matters

A. Assessments

1. Each owner is assessed a monthly fee based on the overall financial ownership and maintenance of Heathers Park. The Heathers Park Owners Association depends on timely receipt of these assessments to function properly. Late payments or non-payment of assessments can be a serious problem for Heathers Park Owners Association.
2. Under the new direction of the current Board of Directors:
All assessment fees will be due, no later than the tenth of each month.
A \$35.00 late fee will be charged on regular and supplemental assessments if payments are received after the tenth of the month.
3. Unit Owners that become 60 days delinquent will be sent to the attorney for collection, and be responsible for the delinquent assessments, late fees, interest of 12% and the costs of collection, including actual attorney fees.

B. Resale

1. It is the obligation of the Unit Owner to notify Ogden & Company of a pending sale of a unit. The seller is to provide the buyer with one copy each of the Declaration of Heathers Park Owners Association, the Bylaws and these Rules and Regulations prior to or upon closing. It is the obligation of the new unit owner to notify Ogden & Company of the purchase of a unit.

C. Investor-Owners

1. Notice of any transfer or lease shall be given to the Board of Directors within five (5) Days following consummation of such transfer (lease). A unit owner therein, shall lease no unit therein or interest in a term greater than two-year intervals. Copies of every such lease, as and when executed, and shall be furnished to the Board of Directors. The lessee under every such lease shall be bound by and subject to all of the obligations under the Declaration, Bylaws and Rules and Regulations of the unit owner making such lease and the lease shall expressly so provide. The unit owner making such lease shall not be relieved thereby from any of said obligations. Every such lease shall also expressly provide that the Association may exercise against the lessee thereunder any and all remedies available to the Association against the unit owner. The unit owner is responsible and liable for the conduct and actions of his or her tenants and their guests.
2. Before or within seven days of occupancy of a condominium, residents must register their motor vehicles with the Board of Directors, obtain a copy of the Rules and Regulations and complete the Heathers Park Owners Association Registration Form.
3. For their own protection and the protection of their unit, condominium owners should review their insurance coverage. Not all policies cover damage or injuries, which might be caused by tenants. Owners are advised to obtain damage and liability insurance for their unit as the Association's Master policy only covers common areas. (Owners should obtain H06 insurance coverage and Renters should obtain H04 insurance coverage).
4. In order to protect their investments, owners should periodically check on the condition and maintenance of their unit. Damage to common areas or limited common areas traceable to specific tenants can become the liability of the unit owner. (All owners should do a three month check/walk-through with their tenants).
5. Any unit owner seeking to rent his/her unit must notify Ogden & Company to obtain and/or have the rental application form filled out by the proposed tenant, which is attached to these Rules and Regulations as Exhibit A. The application form must be returned to Ogden & Company. In addition, owners are

responsible of their prospective tenant and must handle any proposed tenant with any criminal history involving drugs; which shall not be allowed to rent any unit.

Z. Enforcement and Violations

A. Violations may be reported by a unit owner or resident to:

1. The Milwaukee Police Department if the violation is an infraction of the law.
2. The Board of Directors (see item B).

B. The violation reported to the Board of Directors must be in writing and must contain the following:

1. Name and address of the offender
2. Brief description of violation observed
3. Time and place of occurrence or, if a continuing violation; the time or times of observance of the incident.
4. Name, address and telephone number of the reporting unit owner or resident.

C. Upon receipt of a complaint, the Board of Directors shall attempt to resolve the matter by:

1. Obtaining voluntary payment of an appropriate fine as per the Penalties Section of these rules, and/or
2. Observing voluntary correction of the violation, and/or
3. Any other solution to which the complainants, the alleged offender and/or the Board of Directors agrees.
4. Issuing a fine against the offender
5. Submittal of the complaint to the Board of Directors

D. Penalties

Each violation of the Rules, Bylaws or the Condominium Declaration shall be punished by all means set forth in the Bylaws, Condominium Declaration or any law and/or by one or more of the following:

1. A written reprimand
2. A fine in the amount of \$50.00, plus administrative costs of \$20.00, plus \$10.00 per day that the volatile conduct persists, plus reasonable attorney fees.
3. By the Association removing or correcting the violation, the cost of which, including reasonable attorney fees shall be borne by the unit owner.
4. **Bounce/Inflatable Playhouses of any kind are not allowed on HPOA property. All Owners are responsible for their tenants and will be fined \$300.00, if in violation for each occurrence and/or call. HPOA Board of Directors is NOT Your PROPERTY MANAGERS!!** Outside tents are acceptable but must be approved by the Board of Directors before a rental takes place. **Milwaukee Police Department will be called for excessive loud music and the renter/owner will be fined accordingly.**

- 5. No owner/renter is allowed to have their guest in any area of HPOA parking lot. Milwaukee Police will be called immediately for any violation.**

E. Fines

Fines will be imposed against an owner for their failure, or the failure of their tenant where applicable, to cooperate with the Association in a way that could impact the Association's ability to efficiently and effectively maintain the property for the common good of the community. Fines and penalties will fall under the Milwaukee Police Department.



Heathers Park Owners Association
c/o Odgen & Company, Inc.
1665 N. Water Street
Milwaukee, WI 53202

February 19, 2020

HPOA Election Protocol: 2020 A Year of Recovery & Restructure

Greetings Owners:

The board is excited to reintroduce structure and protocol to all meetings, to include annual elections for roles under the HPOA Board of Directors!

We will conduct a structured special meeting to elect a third owner for the role of secretary, to start mid-year 2020. The election meeting for this role will take place in July, the exact date to be determined and you will be notified in ample time.

In the meantime, the next few months will allow the board considerable time to select the right owner for the secretarial role. Here are the prerequisites for the position: credentials, a soft background check, being fully current with dues to include the first half of the June assessment of \$250.

Eligible candidates will need to submit in resume form work/education related credentials in addition to answering three questions posed by the board of directors, and the questions are outlined as such:

- How did you come to learn about taking residence/ownership of your unit with the HPOA?
- How do you plan to serve and contribute to the HPOA board of directors?
- Do you have access to a computer and are you available to respond to various incidents onsite, such as towing of illegal or abandoned vehicles/other HPOA complaints?

Eligible candidates must submit resume/summary via mail to Ogden by May 25th, 2020. Any documentation received after May 25th, will not be considered. The board will then proceed to select the top two candidates. The board will create an official vote ballot and an official updated proxy. The proxy will be mailed out to all owners in enough time before the election date. A proxy can only be submitted by owners that are not in default on their dues. Owners that are applying for this position are urged to collect their own proxies from eligible owners, if those owners voting will not be present at the election meeting. Owners that are applying for this position are urged to run your own campaign by reaching out to other owners, going door to door etc., to rally your neighbors to vote for you with either their presence at the meeting or once again, by the aforementioned proxy process. When we all arrive at the election meeting, owners will be given one vote ballot for the owner of their choice.

The board will put together a brief synopsis on the two top candidates selected, along with the date, time and place of the meeting. This will allow owners to acclimate themselves to the skills and qualifications of the top candidate owners and to further make a sound, concise, fair decision on whom they would like to vote for. The board feels this restructure is warranted and long overdue from a historical standpoint in restoring order and equity to these meetings. Any owner that speaks out of turn, speaks over the board and/or other owners will be asked to leave and escorted out of the meeting. Any owner that is not orienting to the facts of the meeting agenda/minutes for any further meetings held by the HPOA as we move forward in 2020 and beyond will be fined \$50 for their outbursts and this fine added to their monthly dues.

If owners have questions/concerns that have nothing to do with the agenda items, you are welcome to call or email a board member outside of that meeting to discuss at will.

The Board is excited to reintroduce structure and protocol to all meetings, to include annual elections for roles under the HPOA Board of Directors!

Sincerely,

HPOA Board of Directors:

Sonya Bowman – President/Co-Secretary

Loleta (Lisa) Sherman - Treasurer/Co-Secretary

Heathers Park Owners Association Outdoor Grill Regulations & Immediate Safety Requirements!

The storage and use of outdoor grills must be in full compliance with all applicable state and local laws, ordinances, and regulations. In the event that said laws, ordinances and regulations conflict with the Rules of the Association, the more restrictive will always apply. **All Owners/Renters must not place, store or use grills on the patio and/or near the overhead of your unit. All grills must be stored at least (ten) 10 feet of the exterior of a unit. HPOA Insurance Company & Grounds Keeper will be monitoring the location of all grills that are required to be (10) feet away from the structure. You can no longer store your grill on the patio and/or the Unit Owner will be fined/assessed \$50.00.**

****ALL RENTERS PLEASE NOTIFY YOUR OWNERS****



(5) Grilling Safety Tips for Summer Barbecues / Nationwide March 5, 2020

1. Grill outside and away from any structures

Charcoal and gas grills are designed for outdoor use only. However, NFPA reports that more than one-quarter (27%) of home fires started by outdoor grills began in a courtyard, terrace or patio, and 29% started on an exterior balcony or open porch. Pay attention to overhanging tree branches when you set up your grill.

2. Make sure your grill is stable

Only set up your grill on a flat surface and make sure the grill can't be tipped over. Consider using a grill pad or splatter mat underneath your grill to protect your deck or patio.

3. Keep your grill clean

Remove grease or fat buildup from both the grill and the tray below the grill. If you are using a charcoal grill, allow the coals to completely cool off before disposing of them in a metal container.

4. Check for propane leaks on your gas grill

Before the season's first barbecue, check the gas tank hose for leaks by [applying](#) a light soap and water solution to the hose and then turning on the gas. If there is a propane leak, the solution will bubble. Other signs of a propane leak include the smell of gas near the barbecue or a flame that won't light.

5. If the flame goes out, wait to re-light If you are using a gas grill and the flame goes out, turn the grill and the gas off, then wait at least five minutes to re-light it.

Thank You!

Heathers Park Board of Directors