BY - LAWS

OF

BETTE DRIVE CONDOMINIUM

ARTICLE I

NAME AND PURPOSE

Pursuant to the Condominium Declaration for Bette Drive Condominium, to be recorded in the Office of the Register of Deeds for Waukesha County, Wisconsin, (hereinafter called the "Declaration"), by REDWOOD HOMES, INC., the following are adopted as the By-Laws of Bette Drive Condominium Association; said Association is unincorporated and is a non-profit organization formed and organized to serve as an Association of Unit Owners who own real estate and improvements under the condominium form of use and ownership, as provided in the Unit 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, personal representatives, successors and assigns.

ARTICLE II

MEMBERS AND MANAGEMENT

2.1 MEMBERS. Members shall be all unit owners, and shall have one vote for each unit owed. Every unit owner automatically becomes 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.

2.2 MANAGEMENT. All aspects of the management, operation and duties of the Association shall be delegated to the Board of Directors.

The Directors shall not elect officers but may hire a manager. Directors and/or Managers shall sign checks, drafts or other instruments on behalf of the Association, shall keep books and records of the Association and be responsible for keeping full and accurate accounts of all receipts, disbursements and financial records.

ARTICLE III

BOARD OF DIRECTORS

3.1 NUMBER AND QUALIFICATIONS OF DIRECTORS. The Board of Directors shall be composed of one representative from each unit, chosen by and from among the unit owners of that unit.

3.2 REGULAR MEETINGS AND NOTICE. Regular meetings of the Board of Directors shall be held on December 1, March 1, June 1 and September 1. December meetings shall take place at Unit A, W156 N5486, the March meeting shall take place at Unit B, W156 N5484, the June meeting shall take place at Unit A, W156 N5498, the September meeting shall take place at Unit B, W156 N5496.

3.3 SPECIAL MEETINGS AND NOTICE. Special meetings of the Board of Directors may be called by three of the Directors.

3.4 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.

3.5 QUORUM OF DIRECTORS - ADJOURNMENTS. At all meetings of the Board of Directors, three of the directors must be present to constitute a quorum.

3.6 FIDELITY BONDS. The Board of Directors may require that some or all officers and/or employees of the Association handling or responsible for Association's funds may furnish adequate fidelity bonds. The premiums on any such bonds shall be paid for by the Association.

ARTICLE IV

OPERATION OF THE PROPERTY

4.1 THE ASSOCIATION. The Association, acting through the Board of Directors, shall be responsible for administration and operation of the condominium property, in accordance with the Declaration, the Articles of Incorporation, and these By-Laws. The Association may contract for management services and a managing agent with respect to the administration and operation of the condominium.

4.2 RULES AND REGULATIONS. The Association, through the Board of Directors, shall from time to time adopt rules and regulations governing the operation, maintenance and use of the units and the common areas ad facilities by the unit owners and occupants. Such rules and regulations of the Association shall not be inconsistent with the terms of the Declaration or the contracts and documents referred to in the Declaration, and shall be designed to prevent unreasonable interference with the use of the respective units and the common areas and facilities by persons entitled thereto. The Association members, their lessees or guests, and any occupants of the units 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. The Association through its Board of Directors shall designate

such means of enforcement thereof as it deems necessary and appropriate. The rules and regulations may be altered and amended or repealed in the same manner as these By-Laws.

4.3 COMMON EXPENSES. The Board of Directors shall determine the common expenses of the Association, and shall prepare an annual operating budget for the Association in order to determine the amount of the common charges payable by each unit to meet the estimated common expenses of the Association for the ensuing year. The amounts required by such budget shall be assessed and charged against the units and allocated among the members of the Association according to their respective percentages of ownership in the common areas and facilities of the condominium as set forth in the Declaration. The common charges shall be prorated and paid monthly to the Association on or before the first day of each month. If not paid on or before the due date, the charges shall bear interest at the rate of twenty-five percent (25%) per annum until paid in full.

All assessments, until paid, together with interest on them and actual costs of collection, constitute a lien on the units on which they are assessed, if a statement of lien is filed within two years after the date the assessment becomes due.

Each unit shall be assessed and shall pay twenty-five (25%) Percent of the common expenses.

4.4 OPERATING BUDGET. The annual operating budget shall provide for two funds, one of which shall be designated the "operating fund" and the other the "reserve fund." The operating fund shall be used for all common expenses which occur with greater than annual frequency, such as amounts required for the cost of maintenance of the common areas, management services, insurance, common services, administration, materials and supplies. The reserve fund shall be used for contingencies and periodic expenses such as painting or renovation. In the event the Association incurs extraordinary expenditures not originally included in the annual budget, then such sms as may be required in addition to the operating fund shall be first charged against the reserve fund. In the event that both finds 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 ownership interest as set forth in the Declaration.

The reserve fund may also be used to discharge mechanic's liens or other encumbrances levied against the entire property, or against each unit. if resulting from action by the Association. The unit owner or owners responsible for any lien which is paid by the Association but not the obligation of the Association shall be specially assessed fort he 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 specially assessed to the unit owner responsible therefor.

The annual budget shall be prepared and determined by December 15 of each calendar year. The Board of Directors shall advise all members of the Association in writing of the amount of common charges payable on behalf of each unit by the date of the annual members' meeting and shall furnish copies of the budget on which such common charges are based to each member.

4.5 DEFAULT. If a member of the Association is in default in payment of any charges or assessments for a period of more than thirty (30) days, any unit owner, in the name of the Association, may bring suit for and on behalf of the Association, as

representative of all members, to enforce collection of such delinquencies or to foreclose the lien therefor, as provided by law, and there shall be added to the amount due the costs of suit and the legal interest, together with a reasonable attorney's fee.

ARTICLE V

DUTIES AND OBLIGATIONS OF UNIT OWNERS

5.1 RULES AND REGULATIONS. The units and the common areas and facilities and limited common areas (hereinafter in this paragraph sometimes collectively referred to as "commons") shall be occupied and used in accordance with the Declaration, these By-Laws, and the rules and regulations of the Association, including the following:

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

(b) OBSTRUCTIONS. There shall be no obstruction of the common areas and facilities and nothing shall be stored therein without the prior consent of the Association.

(c) INCREASE OF INSURANCE RATES. Nothing shall be done or kept in any unit or in the commons which will increase the rate of insurance on the commons, without the prior consent of the Association. No unit owner shall permit anything to be done or kept in his unit or in the commons which will result in the cancellation of insurance on any unit or ay part of the commons, or which would be in violation of any law or ordinance. No waste will be committed in the commons.

(d) SIGNS. No sign of any kind shall be displayed to the public view on or from any unit or the commons without prior consent of the Association.

(e) NOXIOUS ACTIVITY. No noxious or offensive activity shall be carried on in any units or in the commons, nor shall anything be done therein which may be or become an annoyance or nuisance to others.

(f) ALTERATION, CONSTRUCTION OR REMOVAL. Nothing shall be altered or constructed in or removed from the common areas and facilities, except upon the written consent of the Association.

(g) CONFLICT. The above rules and regulations, and those which may be hereafter 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, declarations, and easements set forth and referenced therein shall govern.

5.2 MAINTENANCE AND REPAIR OF UNITS. Every unit owner must perform properly or cause to be performed 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.

5.3 LIMITED COMMON AREAS. Every unit owner must maintain the limited common areas appurtenant to his unit in clean and proper condition. No objects or structures, other than movable furniture or decorative pieces, shall be placed thereon without the prior written consent of the Board of Directors of the Association. Every unit owner shall have the right to decorate the limited common area appurtenant to his unit in a nonstructural manner provided that decorations which are visible to other units or to the public shall have the prior written approval of the Board of Directors of the Association.

ARTICLE VI

AMENDMENTS

6.1 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 affirmative vote of Seventy-five (75%) Percent of the Directors.

6.2 RIGHTS OF DECLARANT. No amendment of these By-Laws shall alter or abrogate the rights of Declarant as contained in these By-Laws.

ARTICLE VII

MISCELLANEOUS

7.1 RECORD OF OWNERSHIP. Every unit owner shall promptly cause to be duly recorded or filed of record the deed, lease, assignment of other conveyance to him of such unit or other evidence of his title thereto, and shall file such lease with and present such other evidence of this title to the Board of Directors.,

7.2 INDEMNITY OF OFFICERS AND DIRECTORS. Every person who is or was a director or an officer of the Association (together with the heirs, executors and administrators of such person) shall 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, including criminal proceedings, 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 matter as to which he shall be finally adjudged in such action, suit, or proceeding to be liable for gross negligence 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 gross negligence 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 in this Article contained 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 Unit Ownership Act, the Article and By-Laws of the Association, as a member of the Association, or owner of a condominium unit covered thereby.

7.3 ARCHITECTURAL CONTROLS. The Directors shall serve as an architectural control committee to insure compatibility of the exteriors and roof colors.

7.4 SUBORDINATION OF LIENS. Any lien placed on a unit shall be subordinate to a mortgage.

7.5 LEASE. If the owner desires to lease the unit, the lease period shall be a minimum of thirty (30) days.

7.6 ARBITRATION. If the directors cannot agree on a matter concerning management of the association, the dispute must be submitted to the American Arbitration Association within fourteen (14) days from the date that there is not a meeting of the minds.

7.7 SUBORDINATION OF BY-LAWS. These By-Laws are subordinate and subject to all provisions of the Declaration and any amendments thereto and the Unit Ownership Act under the laws of the State of Wisconsin, which shall 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 Unit Ownership Act.

7.8 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-

DECLARATION OF CONDOMINIUM OF BETTE DRIVE CONDOMINIUM

Declarant, being the sole owner of the property hereinafter described, for the purpose of submitting the land and improvements described below to condominium ownership, hereby submits the same to the provisions of the Condominium Ownership Act created by Chapter 703 of the Wisconsin Statutes, and declares said property and all improvements now or subsequently placed thereon and appurtenant thereto subject to said Condominium Ownership Act as a small residential condominium subject to Section 703.365(1), (2)(a), (b), (c), and (e), (3)(a), (b), (c) and (d), (4), (5), (6), (7) and (8).

ARTICLE I

NAME OF CONDOMINIUM

The name of the condominium is Bette Drive Condominium.

ARTICLE II

ADDRESS OF CONDOMINIUM

The address of the condominium is W156 N5484-86-96-98 Bette Drive, Menomonee Falls, Wisconsin, 53051.

ARTICLE III

DESCRIPTION OF LAND

The land owned by the Declarant on which the building and improvements are constructed is located in Waukesha County, Wisconsin and is described as Parcel 3 and Parcel 4 of Certified Survey Map No. 6522, being a redivision of part of Lot 1 and Lots 2, 3 and 4, Block 5, Elm Lane and a portion of vacated Bette Drive, FKA Camelia Lane, located in the Northeast 1/4 of the Northeast 1/4 of Section 34, Township 8 North, Range 20 East, Village of Menomonee Falls, Waukesha County, Wisconsin.

A plat of survey of the land containing the legal description thereof and showing the location of the building constructed thereon is attached hereto and marked exhibit "A" and incorporated hereby by reference.

ARTICLE IV

DESCRIPTION OF BUILDINGS AND UNITS

SECTION I.

There shall be on (2) residential Buildings with attached garages. The Buildings shall contain the units whose boundaries are described as follows:

a) The vertical boundary shall be:

The interior undercoated surfaces of the perimeter walls of the unit on each floor or floors of such unit.

(b) The horizontal boundaries shall be:

(i) Lower boundary - the plane or planes of the upper surface of the basement floor or floors.

ii) Upper boundary - the plane or planes of the interior undercoated attic.

(c) All windows, window frames and doors, all glass in windows and doors, shall be considered a part of the unit.

SECTION 2.

A general description of each condominium unit is as follows:

(a) Unit A - W156 N5484 Bette Drive, Menomonee Falls, WI, 53051, is a unit containing approximately 1680 square feet, 2 bedrooms, 2 full bathrooms, formal living room, kitchen, dinette, formal dining room, deck, utility room, attached 2 1/2 car garage, and full basement.

(b) Unit B - W156 N5486 Bette Drive, Menomonee Falls, WI, 53051, is a unit containing approximately 1680 square feet, 2 bedrooms, 2 full bathrooms, formal living room, kitchen, dinette, formal dining room, deck, utility room, attached 2 1/2 car garage, and full basement.

(c) Unit A - W156 N5498 Bette Drive, Menomonee Falls, WI, 53051, is a unit containing approximately 1680 square feet, 2 bedrooms, 2 bathrooms, formal living room, kitchen, dinette, formal dining room, deck, utility room, attached 2 1/2 car garage, and full basement.

(d) Unit B - W156 N5496 Bette Drive, Menomonee Falls, WI, 53051, is a unit containing approximately 1680 square feet, 2 bedrooms, 2 bathrooms, formal living room, kitchen, dinette, formal dining room, deck, utility room, attached 2 1/2 car garage, and full basement.

Each unit is specifically described by dimensions and location on Exhibit "A" attached hereto and made part of this Declaration.

SECTION 3.

INTERPRETATION OF PLANS. In interpreting the survey or any deed or any other instruments affecting the Building, the boundaries of the Building 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 regardless of the settling or lateral movement of the building and regardless of minor variations between the boundaries shown on the survey and those of the Building or Units as located or erected.

ARTICLE V

COMMON AND LIMITED COMMON ELEMENTS

SECTION 1.

Common elements shall be the exterior surfaces and walls of the Building, including but not limited to the siding, roof, flues, and common walls, but not including windows, doors, storm doors, storm windows, garage doors and fixtures of each unit but also including all sidewalks on the property and driveways except those designated as Limited Common Elements. Common Elements shall also include all other areas which are not a part of a unit or designated as Limited Common Elements.

SECTION 2.

The Limited Common Elements are as designated on EXHIBIT "A" of this Declaration, including but not limited to, part of the driveway, deck, sidewalks from door to driveway, and yards.

ARTICLE VI

PERCENTAGE OF INTEREST AND VOTING

SECTION 1.

The percentage of undivided interest in the common areas and limited common area appurtenant to each unit is an undivided one-fourth (1/4) interest in each of the unit owners, and the same shall be conveyed with each of the units.

SECTION 2.

Each unit owner shall be entitled to one vote for each unit owned at all meetings of the Board of Directors of the Association of Unit Owners. The vote for each unit shall be exercised as the unit owners determine, but in no event shall more than one vote be cast with respect to any unit. There shall be no split vote.

ARTICLE VII

PROPERTY RIGHTS AND OBLIGATIONS OF OWNERS

SECTION 1.

OWNERS EASEMENTS OF ENJOYMENT. Each owner shall have the right and easement of enjoyment in and to the Common Elements which shall be appurtenant to and shall pass with the title to each unit.

SECTION 2.

OWNERS RIGHT TO INGRESS AND EGRESS: EASEMENTS. Each owner shall have the right to ingress and egress over, upon and across the Common Elements, Limited Common Elements and/or the units necessary for the access to his unit, for the purpose of repairing and maintaining said unit, providing,

however, that entry into each unit shall be only at reasonable times and upon reasonable notice given to the owner thereof.

SECTION 3.

USE OF UNITS. Each unit shall be used exclusively for residential purposes. Lease or rental of a unit for residential purposes shall not be considered a violation of this covenant. Units may be rented or leased, but not for a term of less than one month. No room in any unit may be rented. No unit may be subdivided.

SECTION 4.

USE OF THE COMMON ELEMENTS. There shall be no obstruction of the Common Elements, nor shall anything be kept or stored on any part of the Common Elements without the prior written consent of the Association of Unit Owners. Nothing shall be altered on, constructed in, or removed from the Common Elements except upon the prior written consent of the Association of Unit Owners.

SECTION 5.

COMMON EXPENSES. The following maintenance costs and expenses and charges which are incurred or levied by or against one unit for the benefit of all units or the Association shall be Common Expenses and shall be paid by the Association:

(a) Any and all repairs to the common elements.

(b) Repairs to exterior sewer or water lateral;

(c) Repairs to the common wall area of the structure, each individual owner being responsible for his side of the common wall as described in Exhibit "A."

(d) Insurance for common and limited common elements.

ARTICLE VIII

RECONSTRUCTION OR REPAIR

SECTION 1.

In the event of any damage to or destruction of the Property as a result of fire or other casualty or otherwise unless three or more units of the Property are destroyed or damaged, the Board of Directors is authorized to and shall arrange for the prompt repair and reconstruction (including any damaged units, and any kitchen or bathroom fixtures initially installed therein by the Declarant, but not including any wall, ceiling or floor decoration or covering or other furniture, furnishings, fixtures or equipment installed by unit owners in the units) and the Board of Directors, shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and reconstruction in accordance with appropriate progress payments. Any costs of such repair and reconstruction in excess of the insurance proceeds shall constitute a common expense and the Board of Directors shall assess all the unit owners for such deficiencies as part of the common charges.

By acceptance of the deed to his/her unit, each Unit Owner shall be deemed to have consented to the forgoing authorization and direction for repair and reconstruction. Such authorization and direction shall be deemed continuous action by the

Association by unanimous consent pursuant to its By-Laws and shall constitute the determination by the Association to repair, reconstruct or rebuild as required by the Wisconsin Condominium Ownership Act. If, notwithstanding the forgoing provisions, such a determination is submitted to the vote of the Association, then the affirmative vote of the unit owners having 75% of the authorized votes of all unit owners shall be sufficient to determine to repair and reconstruct.

SECTION 2.

If three or more of the units are destroyed or damaged, the Association, by consent of 75% of the directors, shall determine within sixty days after such damage or destruction whether to proceed with repair or reconstruction. If determination is made to repair or reconstruct, the Board of Directors, shall arrange for such repair or reconstruction. In the event of a decision not to repair or reconstruct, the property shall be deemed to be owned in common by the unit owners and be subject to an action for partition at the suit of any owner or partitioned by agreement in which event the net proceeds of insurance policies shall be divided by the Board of Directors of the insurance trustee as the case may be among the unit owners in proportion to their respective interest subject to payment of liens of the respective unit owners.

ARTICLE IX

INSURANCE

The Association shall obtain and continue in effect insurance coverage on each unit and all of the Common Elements and Limited common Elements 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 by customarily covered with respect to a building similar in construction, location and use. In addition to the aforesaid insurance coverage, the Association shall obtain public liability insurance in such amounts and with such coverage as may be suitable under the circumstances. Insurance premiums shall be common expenses. The Association shall provide each unit with a memorandum of the casualty and liability policies. In no event shall the public liability insurance coverage be less than One Million Dollars.

ARTICLE X

GENERAL PROVISIONS

SECTION 1.

ENFORCEMENT. Each owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to commence suit for partition of the units and/or Common or Limited Elements but shall be limited to the provisions contained herein for amending this Declaration.

SECTION 2.

SEVERABILITY. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

SECTION 3.

AMENDMENT. This Declaration may be amended at any time by the written agreement of the Owner of each unit. A Unit Owner's written consent is not effective unless it is approved by the mortgagee of the unit, of any. No amendment shall become effective until the certificate setting forth such amendment is signed by the Owners of each unit, and recorded in the Office of the Register of Deeds in and for Waukesha County, Wisconsin.

SECTION 4.

NOTICES. All notices and other documents required to be given by this Declaration shall be sufficient of given to one registered owner of a unit regardless of the number of owners who may have interest therein.

SECTION 5.

REGISTERED AGENTS FOR SERVICE OF PROCESS. The initial registered agents for service of process shall be Michael Kreitzer, c/o Redwood Homes, Inc., 20720 Watertown Road, No. 201, Waukesha, WI, 53186.

Change of agents for service of process may be accomplished by a resolution adopted by the Association and upon proper filing of said name with Secretary of State for the State of Wisconsin in accordance with Section 703.23 of the Wisconsin Statutes.

SECTION 6.

BY-LAWS. The administration of this condominium shall be by agreement of the Unit Owners. The Unit Owners may promulgate rules, regulations or By-Laws not inconsistent with Declaration of Wisconsin law.

ARTICLE XI

THE CONDOMINIUM PLAT

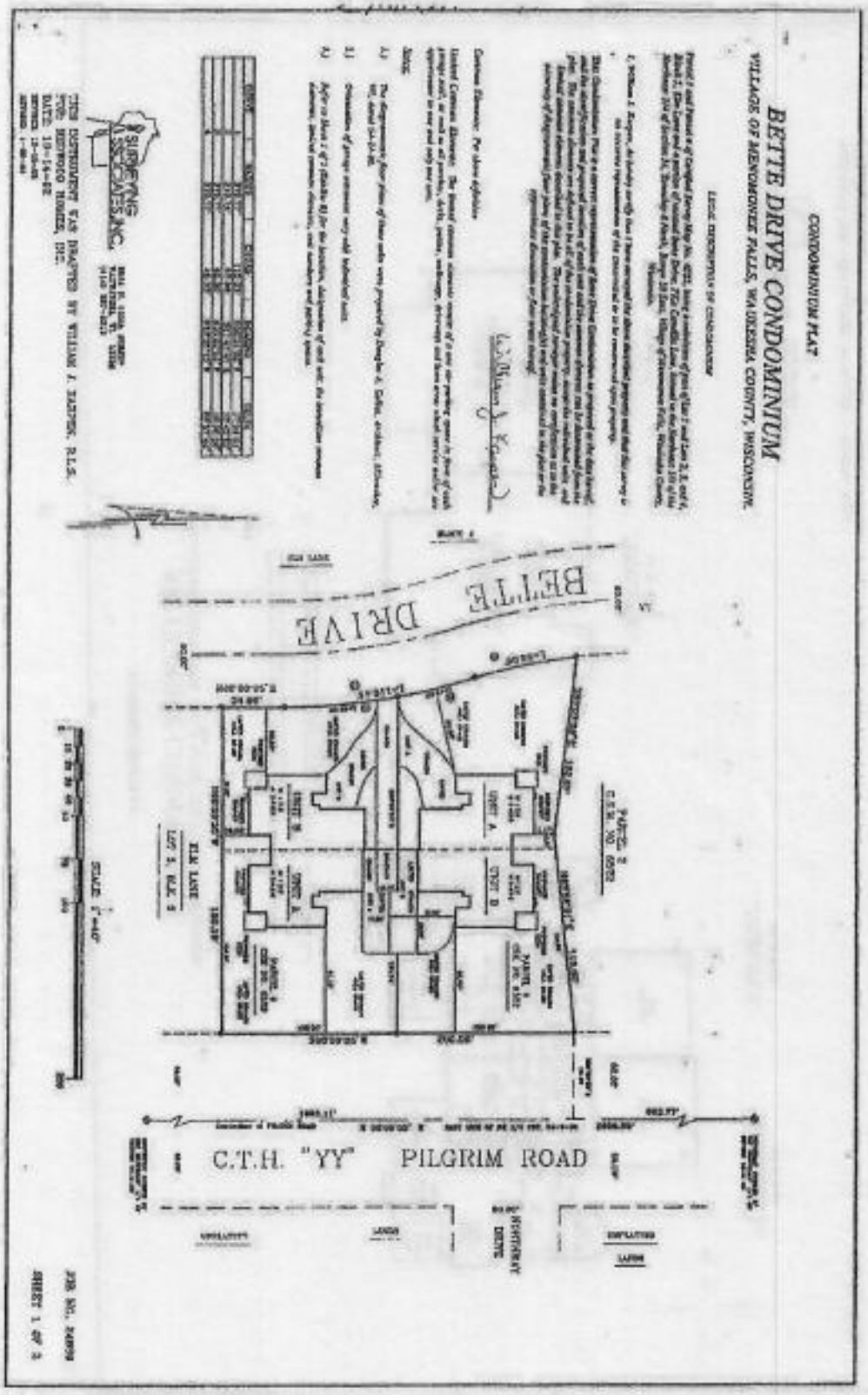
The Condominium Plat of Bette Drive Condominium, which is attached hereto as Exhibit "A" and made a part hereof by this reference, has been filed of record in the Office of Register of Deeds in and for Waukesha County, Wisconsin.

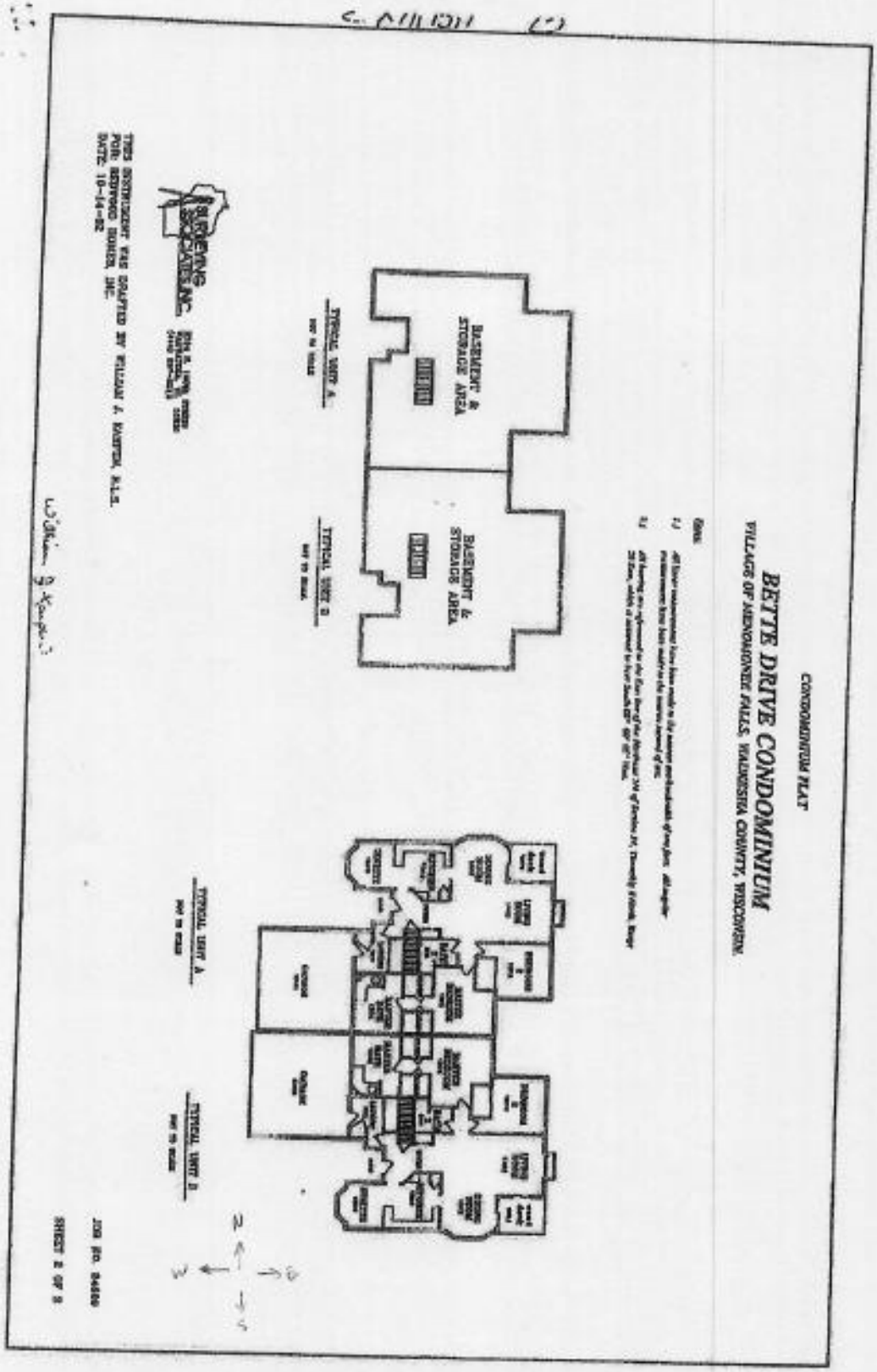
IN WITNESS WHEREOF, REDWOOD HOMES, INC. has executed this Declaration as of the 22ND day of FEBRUARY, 1993.

REDWOOD HOMES, INC.

Michael Kreitzer

MICHAEL KREITZER, President


CONDOMINIUM PLAT
BETTE DRIVE CONDOMINIUM
VILLAGE OF MENOMONEE FALLS, WAUKESHA COUNTY, WISCONSIN.
BETTE DRIVE
C.T.H. "YY" PILGRIM ROAD


CONDOMINIUM PLAT
BETTE DRIVE CONDOMINIUM
VILLAGE OF MENOMONEE FALLS, WAUKESHA COUNTY, WISCONSIN.
BASEMENT & STORAGE AREA
BASEMENT & STORAGE AREA
TYPICAL UNIT A
TYPICAL UNIT B
TYPICAL UNIT A
TYPICAL UNIT B
THIS INSTRUMENT WAS DRAFTED BY WILLIAM A. KAMPER, R.L.S.
DATE: 10-14-02
JOB NO. 84696
SHEET 2 OF 2

AMENDMENT TO DECLARATION OF CONDOMINIUM

NAME AND RETURN ADDRESS:
RYAN M. BENSON
NIEBLER, PYZYK, KLAVER & WAGNER LLP
P.O. BOX 444
Menomonee Falls, WI 53052-0444

Parcel I.D. Number: MNFV 0133044002
MNFV 0133044003, MNFV 0133044004
MNFV 0133044005

This Amendment to Declaration of Condominium applies to the following parcels all of which are situated in the Village of Menomonee Falls, Waukesha County, Wisconsin:

Unit A, W156 N5484 Bette Drive in Bette Drive Condominium Lots 2, 3, 4, and part of Lot 1, Block 5, and part of vacated Bette Drive Elm Lane and a portion of the Northeast 1/4 of Section 34, Township 8 North, Range 20 East, and Parcel 4 of Certified Survey Map No. 6522, Volume 54/95, Reel 1864/624 and Reel 2616/487, Ex R2963/459; and

Unit B, W156 N5486 Bette Drive in Bette Drive Condominium Lots 2, 3, 4, and part of Lot 1, Block 5, and part of vacated Bette Drive Elm Lane and a portion of the Northeast 1/4 of Section 34, Township 8 North, Range 20 East, and Parcel 4 of Certified Survey Map No. 6522, Volume 54/95, Reel 1841/1038 , Ex R2963/459; and

Unit A, W156 N5498 Bette Drive in Bette Drive Condominium Lots 2, 3, 4, and part of Lot 1, Block 5, and part of vacated Bette Drive Elm Lane and a portion of the Northeast 1/4 of Section 34, Township 8 North, Range 20 East, and Parcel 3 of Certified Survey Map No. 6522, Volume 54/95, Reel 1835/2055, Ex R2963/459; and

Unit B, W156 N5496 Bette Drive in Bette Drive Condominium Lots 2, 3, 4, and part of Lot 1, Block 5, and part of vacated Bette Drive Elm Lane and a portion of the Northeast 1/4 of Section 34, Township 8 North, Range 20 East, and Parcel 3 of Certified Survey Map No. 6522, Volume 54/95, Ex R2963/459, Document No. #26902893.

AMENDMENT TO
DECLARATION OF CONDOMINIUM
OF
BETTE DRIVE CONDOMINIUM

This Amendment is made this 27 day of June, 2003 by all of the unit owners of Bette Drive Condominium (hereinafter referred to as the "Unit Owners").

WHEREAS, Redwood Homes, Inc. (hereinafter the "Declarant") recorded a Declaration of Condominium with the Waukesha County Register of Deeds, recorded as Document No. 1816949 on March 8, 1993; and

WHEREAS, the Unit Owners hereby amend said Declaration pursuant to Article X, Section 3. of the Declaration and pursuant to Wis. Stats. § 703.09(2); and

WHEREAS, it is the intent of the Unit Owners to replace Article IX of the Declaration in its entirety with the language set forth below.

NOW, THEREFORE, the Unit Owners hereby amend the Declaration as follows:

ARTICLE IX
INSURANCE

(a) The Association, for the benefit of all Unit Owners, shall obtain and maintain insurance on each unit and all of the Common Elements and Limited common Elements 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 a building similar in construction, location and use, including the condominium property described in subparagraph (b) below.

(b) In addition to the above, insurance shall cover the following:

(i) replacement of furnaces, water softeners (if applicable), circuit breaker boxes and contents, permanent light fixtures and outlets, and all plumbing (excluding the sump pump) contained in the basement of the interior of each unit;

(ii) all plumbing fixtures, lavatories, tubs, shower stalls, kitchen sinks, dishwashers, lighting fixtures, circular ceiling fans, power vents and motors, electrical outlets, permanent cabinets and countertops and permanently-attached mirrors, permanent door hinges, all permanent carpeting, tile, vinyl coverings, wood or simulated wood, all moldings attached to the walls, ceiling, floor or around windows, decorative box beams and mantels permanently attached to the walls or ceilings, fireplace

inserts and doors, faux stone hearth and walls, all duct work and vent covers, all interior wall wiring, and all interior walls (excluding all wallpaper, patterned paint or multiple colors).

(iii) replacement of all drywall, replacement of interior walls, permanent lighting fixtures, electrical outlets, and garage doors and openers in the garage of each unit owner.

(c) Premiums shall be a common expense. However, each Unit Owner will pay the deductible for any claim within the interior or his/her respective unit. If a Unit Owner's claim involves an adjacent unit, regardless of fault, all Unit Owners involved in said claim will share equally in the cost of the deductible.

(d) To the extent possible, the insurance identified above shall provide that the insurer waives its right of subrogation as to any claim against Unit Owners, the Association, and the respective servants, agents and guests, and that the insurance cannot be canceled, invalidated nor suspended on account of conduct of any one or more Unit Owners or the Association, or their servants, agents and guests, without thirty (30) days prior written notice to the Association giving it opportunity to cure the defect within that time.

(e) The Association shall provide each Unit Owner with a memorandum of the casualty and liability policies identified above.

(f) In addition to the aforesaid insurance coverage, the Association shall procure and maintain public liability insurance covering the Common Elements, and the Limited Common Elements, in such amount as may be determined at the discretion of the Association from time to time, but in any event such coverage shall be for at least $1 million for bodily injury, including deaths of persons and property damage arising out of a single occurrence.

Dated this 30 day of June, 2003

Jack C. Beatty, Owner

June A. Cherveny/Patricia Cherveny, Owner

Patricia Osterman, Owner

Marian S. Ketterer, Owner

AUTHENTICATION

Signatures of Jack C. Beatty, Patricia Osterman, June A. Cherveny, Patricia Cherveny and Marian S. Ketterer authenticated this 30th day of June, 2003.

Ryan M. Benson
State Bar No. 1036463

Drafted by:

Ryan M. Benson, Esq.
Niebler, Pyzyk, Klaver & Wagner, LLP
P. O. Box 444
Menomonee Falls, WI 53052-0444
262 251-5330

Bette Drive Condo Assoc. Financials

The following is the Bette Drive Condo Association Financials as of January 1, 2014 and the Association's philosophy concerning repairs, fees and payments.

Association Philosophy: The Association is made up of only four units with each unit having one vote in any financial matters. Each unit's owner is an officer of the Association and is authorized to sign checks for the Association for payment of bills. Currently, we have an assessment of $250.00 per month for association costs. The Association fees cover the cost of the master insurance policy, quarterly costs of sewer and water, monthly costs of lawn care (approximately 25 weeks of cutting and 5 lawn treatments) and a yearly payment for snow plowing based upon the actual number of plowings. The following is our income statement and costs for **2014.**

Income

Starting Balance		$272.50
January 2014	Association Fee	$800.
February 2014	Association Fee	$1000.
February 2014	Special Assessment	$1400.
March 2014	Association Fee	$800.
April 2014	Association Fee	$800.
May 2014	Association Fee	$800.
June 2014	Association Fee	$800.
July 2014	Association Fee	$800.
August 2014	Association Fee	$1000.
September	Association Fee	$1000.
October	Association Fee	$1000.

Income Total: $10,472.50

Expenses

1/06/14	Elite Lawn Group (plowing)	$283.77
2/1/14	Elite Lawn Group	$846.06
2/18/14	Farmers Insurance Exchange	$1510.50
3/08/14	Elite Lawn Group	$662.15
3/24/14	Village of Menomonee Falls	$619.96
4/12/14	Elite Lawn Group	$283.77
4/30/14	Turf Tenders	$174.46
6/16/14	Turf Tenders	$87.23
6/16/14	Dutch Touch	$308.99
6/26/14	Village of Menomonee Falls	$620.93
7/2/14	Dutch Touch	$308.99
7/20/14	Tony Fedel (tree removal & pruning)	$775.00
8/6/14	Dutch Touch	$367.85
8/6/14	Turf Tenders	$87.23
9/5/14	Dutch Touch	$220.71
9/8/14	Magic Seal	$325.00
9/22/14	Turf Tenders	$87.23
9/22/14	Village of Menomonee Falls	$642.44
9/25/14	Stein Garden Center	$20.70
9/30/14	Jim Naylor (mailbox repair/replace)	$193.38
9/30/14	Dutch Touch	$294.28
10/14/14	Hoppe Tree Service	$406.56
Miscellaneous Bank Fees for the year		$24.00

Expenses Total: $9151.19

Current Association Balance: $1321.31

In conclusion, we are currently maintaining a 10% contingency for normal expenses. Special assessment spending is still done based upon need unless voted upon by the Association to change this policy. The cost of the insurance (above) is only half of the yearly total. Please note that the insurance is paid in two installments, one in December and the remainder is paid at the end of February every year.
Submitted by:

Jack Beatty, Treasurer

Continuous Radon Monitor
Model Number: 1028
Calibration Date: 03/28/2014
Monitor Time: 7/10/2014 19:21

Serial Number: 91062003
CF: 2.92

Inspection Company
Shamrock Bldg. Inspection Cons
N29 W29951 Shel Mar Dr.
Pewaukee, WI-53072
Phone Number: 262-367-1536

Billing Information
Bob & Teresa Young
322 Kames Ct.
Slinger, Wi-53086
Phone: 414 731 0382

Site Information
Bob & Teresa Young
W156 N5486
Menomonee Falls, WI-53051
Phone: 414 731 0382

Test Summary
Start Time: 07/08/2014 09:10
End Time: 07/10/2014 09:10
Measurement Interval(hr): 1.0
Exposure Time: 2 Days 0 hrs

Overall Avg: 10.7 pCi/l

