

DISCLOSURE MATERIALS

FOR

FOREST HILL VILLAGE OWNERS ASSOCIATION, INC.

Property Address:

8100 – 8197 S. Forest Hills Circle
9010 – 9044 W. Forest Hill Avenue
8051 – 8251 S. Legend Drive
Franklin, Wisconsin 53132

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

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FOREST HILL VILLAGE OWNERS ASSOCIATION, INC.

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

FOREST HILL VILLAGE OWNERS ASSOCIATION, INC.

DISCLOSURE MATERIALS

SECTION A

EXECUTIVE SUMMARY

Executive Summary

Forest Hill Village Condominium

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

1. **Condominium Name.** Forest Hill Village Condominium.
2. **Condominium Governance.** The condominium is governed by Forest Hill Village Owner's Association, Inc. (the "Association"), a Wisconsin non-stock corporation. All unit owners are members of the Association.
3. **Association Management.** The Association has engaged Hunt Management Incorporated to serve as the Managing Agent for the condominium.
4. **Association Contact Information.**

Contact Name:	Hunt Management
Phone:	(262) 238-1480
Email:	ClientServices@HuntManagement.com
Mailing Address:	10520 N. Baehr Road, Suite Q, Mequon, WI 53092

5. **Can the condominium be expanded in the future?** No.
6. **Does the condominium have special amenities or features?** No.
7. **Maintenance and Repair of Units.** Each unit owner, at his or her own expense, is responsible for the maintenance, repair, and replacement of the unit which includes, but is not limited to: walls, floors, ceiling, plumbing and electrical fixtures, windows, window frames and doors, lighting, appliances, heating, air conditioning and hot water equipment, utility lines and other improvements and fixtures located therein.
 - For specific information, see: Declaration, Art. VIII, § 1; Bylaws, Art. VIII, § 1(a); Rules & Regulations, § 14.
8. **Maintenance and Repair of Common Elements and Limited Common Elements.**

Association Responsibilities: The Association is responsible for the management and

control—including maintenance, repairs and replacement—of the common elements.

Unit Owner Responsibilities: Unit Owners shall keep the limited common elements appurtenant to his/her unit—including the patio, deck and balcony—in good, clean, sanitary, and attractive condition.

How does the Association pay for repairs and replacements? Routine maintenance and repair of the common elements is paid through the operating fund. The Association funds the operating fund from unit owner assessments. For extraordinary or unexpected expenses, the Association may also use the reserve funds or special assessments to fund such repairs or replacements.

- For specific information, see: Declaration, Art. VIII, §§ 1-2; Bylaws, Art. VII, § 1 and Art. VIII, § 1(a); Rules & Regulations, § 14.

9. **Alterations of Units and Limited Common Elements.** A unit owner is prohibited from making any alteration, installation, removal, reconstruction or repair to the exterior of his/her unit or any portion of the unit that is visible from the outside without the prior written consent of the board of directors.

Notwithstanding the foregoing, a unit owner may make interior improvements and alterations within the unit without approval or review of the board of directors provided such improvements or alterations do not impair the structural integrity of the building. Any structural addition, alteration or improvement must be approved by the board.

- For specific information, see: Declaration, Art. VIII, §§ 3-4; Rules & Regulations, §§ 5, 7, 13.

10. **Parking.**

Availability: Each Unit has one or two indoor-garage parking spaces and one or two outdoor parking spaces that are directly in front of the garage.

Restrictions: Junked, inoperative or unlicensed vehicles and vehicles licensed as trailers, vans, trucks, campers, camping trucks, house trailers, boats, boat trailers, motorcycles, snowmobiles or land vehicles or the like shall not be stored, parked or placed on the Condominium. No vehicle shall occupy, park upon or otherwise block the access to or exit from another Unit or the approach thereto. No maintenance or lubrication of any vehicle shall be permitted anywhere on the Condominium.

Guest Parking: Guests may park on the owner's driveway, in posted visitor parking areas or on the street.

- For additional rules and restrictions see: Declaration Art. V and Art. X, § 6; Rules & Regulations, § 2.

11. **Rental of Units:** Owners may rent/lease their units, provided the owner complies with the following conditions/restrictions:

- A. The initial lease term is at least twelve (12) months.
- B. Owner must pay an annual lease fee of \$2,500.00.
- C. Tenant must comply with the Declaration, Bylaw and Rules & Regulations.

- For additional restrictions and conditions on leasing, see: Declaration, Art. X, § 2; Rules & Regulation, § 11.

12. **Pets:**

Pets Allowed: Owners may either have a dog with a maximum height of sixteen (16) inches, measured from the ground to the top of the withers, cat or bird.

Pet Rules: All pets shall be controlled by the unit owner at all times and shall be leashed when on the common elements. Pets shall not be allowed to create a nuisance or annoyance. Unit owners are responsible for immediately disposing of all pet waste.

- For specific information, see: Declaration, Art. X, § 4; Rules & Regulations, § 3.

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

Declaration: The Declaration may be amended with the written consent of at least seventy-five percent (75%) of the unit owners, subject to mortgage holder approval.

By-Laws: The Bylaws may be amended by the affirmative vote at least sixty-seven percent (67%) of the unit owners.

Rules & Regulations: Rules and Regulations may be adopted or amended by the board of directors.

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

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

15. **First Right to Purchase a Unit:** The Association has a first right to purchase a unit (also known as a "right of first refusal"). (Declaration, Art. X, § 10).

16. **Transfer Fee:** The Association charges a transfer fee in connection with the transfer of ownership of a unit in the amount of \$100.00.

17. Disclosure Material Fee: The Association charges \$25.00, plus postage, for a hard copy of the disclosure materials. The disclosure materials are available for no charge at the Managing Agent's website--www.huntmanagement.com (under the "Property Information" tab).
18. Payoff Statement Fee: The Association does not charge a fee for providing a payoff statement under § 703.335, of the Wisconsin Statutes. However, if more than one payoff statement is requested for a unit during any two-month period, the Association may charge up to \$25.00 for each additional payment statement, pursuant to § 703.335(4), of the Wisconsin Statutes.
19. Reserves. The Association maintains a reserve fund for replacement, or repair of common elements and other extraordinary expenditures. The Association does not maintain a Statutory Reserve Account.
20. Reserve Balance. The amount of the reserve balance is \$951,150.55 _____. This amount is current as of ~~April 17, 2025~~_____.

This Executive Summary was prepared or revised on April 17, 2025
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FOREST HILL VILLAGE OWNERS ASSOCIATION, INC.

DISCLOSURE MATERIALS

SECTION B

DECLARATION

DISCLOSURE MATERIALS

FOR

FOREST HILL VILLAGE
A Condominium at
Forest Hill Drive
Franklin, Wisconsin

Declarant:

FOREST HILL VILLAGE,
a Wisconsin limited partnership
11931 West Bluemound Road
Milwaukee, Wisconsin 53226

Declarant's Agent:

FELKER & ASSOCIATES
11931 West Bluemound Road
Milwaukee, Wisconsin 53226

NOTICE

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

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

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

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

1. DECLARATION. The Declaration establishes and describes the condominium, the Units and the common areas. The Declaration begins on page one (1).
2. FLOOR PLAN AND MAP. The Declarant has provided a floor plan of the Unit being offered for sale and a map of the condominium which shows the location of the Unit you are considering and all facilities and common areas which are part of the condominium. The legal descriptions for declared and expansion property, survey map, building unit identification, and floor plans begin on page twelve (12).
3. EXPANSION PLANS. The Declarant has reserved the right to expand the condominium in the future. A description of the plans for expansion and its effects on Unit owners begins on page nine (9).
4. BYLAWS. The Bylaws contain rules which govern the condominium and effect the rights and responsibilities of Unit owners. The Bylaws begin on page twenty-two (22).
5. ARTICLES OF INCORPORATION. The operation of a condominium is governed by the Association, of which each Unit owner is a member. Powers, duties, and operation of an Association are specified in its Articles of Incorporation. The Articles of Incorporation begin on page twenty-nine (29).
6. ANNUAL OPERATING BUDGET. The Association incurs expenses for the operation of the condominium which are assessed to the Unit owners. The operating budget is an estimate of those charges which are in addition to mortgage and utility payments. The budget begins on page thirty-two (32).
7. MANAGEMENT OR EMPLOYMENT CONTRACTS. Certain services are provided to the condominium through contracts with individuals or private firms. These contracts begin on page thirty-four (34).

DECLARATION
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 REGISTER'S OFFICE
 Milwaukee County, Wis.
 RECORDED AT 3:45 PM

 JUN 20 1980
 REEL 1505 IMAGE 425 INCL.

REGISTER OF DEEDS

DECLARATION OF CONDOMINIUM
 OF
 FOREST HILL VILLAGE CONDOMINIUM

THIS DECLARATION is made and entered into by FOREST HILL VILLAGE, a Wisconsin Limited Partnership (the "Declarant"), pursuant to the provisions of Chapter 703 of the Wisconsin Statutes, the Condominium Ownership Act, as the same may be amended, renumbered or renamed from time to time (the "Act").

WITNESSETH:

Declarant owns certain real property (the "Property"), in the City of Franklin, County of Milwaukee, State of Wisconsin, described on Exhibit A appended hereto. Declarant intends to improve the Property by constructing thereon two residential multi-family buildings containing a total of twelve (12) residential dwelling units, together with certain other improvements in connection therewith, including landscaped areas, parking areas, driveways and such other areas, fixtures, equipment and facilities related thereto or used in connection therewith, and surface or sub-surface improvements consisting of sanitary sewer, storm sewer, water, gas, electric, telephone and other utility facilities. The Property, together with all buildings and improvements to be constructed thereon, as aforesaid, is hereinafter called the "Condominium."

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

This Declaration contemplates an "expandable" condominium which may include additional buildings containing not more than an additional two hundred fifty (250) residential dwelling units.

NOW, THEREFORE, Declarant, the fee owner of the Property, by this Declaration hereby (i) submits the Property and the improvements, subject to taxes and assessments not yet due and payable, municipal and zoning ordinances, recorded easements and restrictions, if any, Planned Unit Development Agreement, any other easements and/or rights in favor of gas, electric, telephone, sanitary sewers, storm sewers and water utilities serving the Condominium, and all other matters of record, to the condominium form of use and ownership as provided in the Act and this Declaration, the Condominium to be known as "FOREST HILL VILLAGE CONDOMINIUM"; (ii) establishes and imposes the following divisions, provisions, restrictions, limitations, conditions, easements and uses to which the Condominium may be put, subject to and in accordance with the Act; and (iii) specifies that the provisions of this

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ARTICLE I

DIVISION OF PROJECT INTO SEPARATE FREEHOLD ESTATES

Declarant divides the Condominium into the following separate freehold estates:

1. Twelve (12) separately designated and described freehold estates (collectively called the "Units" and individually called the "Unit"), consisting of the space or area and portions of two (2) buildings contained within the boundaries of each of the twelve (12) Units located in the multi-unit buildings, as hereinafter described. The boundaries of each such Unit are as follows:

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

2. A freehold estate in the "Common Elements" of the Condominium. The term "Common Elements" shall mean all of the Condominium except the Units and consisting of the following:

- a. A freehold estate in the "Building - Limited Common Elements", or portion thereof, as hereinafter defined, and
- b. A freehold estate in the "General Common Elements", as hereinafter defined.

ARTICLE II

DESCRIPTION AND LOCATION OF MULTI-UNIT BUILDING AND UNITS

Two (2) multi-unit buildings, containing a total of twelve (12) Units, shall be constructed by Declarant on the Property in accordance herewith. Such buildings are each designated by a number on the site map and survey appended hereto as Exhibit B ("Building 1, Building 2," collectively the "Buildings").

Each Building shall be a two (2) story building containing six (6) Units, being principally of wood frame construction and having a basement and two (2) attached garage buildings containing a total of six (6) indoor parking spaces. With respect to each Building (i) heat shall be supplied to each Unit therein from a separate gas forced air heating unit located within each Unit, with separate temperature controls in each Unit, (ii) air conditioning shall be supplied by a separate internal system for each Unit, with electrical power for such system entered on the electric meter for each Unit, (iii) municipal water shall be supplied to each Unit with a separate meter for each Building; and (iv) hot water shall be provided to each Unit by a gas-fired hot water heater, located within each Unit.

The twelve (12) individual Units hereby established and to be individually conveyed as provided by the Act and this Declaration and their respective addresses are described on the Building Unit Identification appended hereto as Exhibit C. The various types of Units and their respective designations and locations within each of the Buildings and the immediate Common Elements to which the Units have access are shown on the floor plans of the Condominium appended hereto as Exhibit D.

ARTICLE III

DESCRIPTION OF GENERAL COMMON ELEMENTS

The General Common Elements shall consist of all of the Condominium improvements, areas, fixtures, equipment and facilities related thereto or used in connection therewith, except the individual Units, as hereinabove defined and described, and except the Building - Limited Common Elements, as hereinafter defined and described but shall include, without limitation, the Property, the landscaped areas and facilities, outside walks, pavements, paths and driveways, and the pipes, retaining walls, wires, drains, supply lines, poles, antennae, posts and utility lines and facilities installed for common use, but not within any Building.

ARTICLE IV

DESCRIPTION OF BUILDING - LIMITED COMMON ELEMENTS

The Building - Limited Common Elements of each Building shall consist of the footings, foundations, roofs, main walls and all other supports and structural parts of a Building, drains and improvements, fixtures, equipment, systems and facilities located in or on a Building except in or on the individual Units contained therein and the Unit - Limited Common Elements described below. The Building - Limited Common Elements, except for the Unit - Limited Common Elements, are reserved for the exclusive use of the owners or occupants of the Units in the particular Building to which they are appurtenant.

ARTICLE V

DESCRIPTION OF UNIT - LIMITED COMMON ELEMENTS

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

- a. The outside patio (as to Type A, Type B, Type C, Type D, and Type E Units) or balcony (as to Type F Units) immediately adjacent and appurtenant to each Unit to which it has access by a door from the Unit;
- b. The entrance foyer, common hallways and staircases immediately adjacent and appurtenant to each Unit to which such foyer, common hallway or staircase, has access by a door from the particular Unit; and
- c. One (1) indoor parking space assigned to each Unit in the garage buildings attached to the Buildings and one (1) outdoor parking space.

The location of each outside patio or balcony, entrance foyer, common hallway and stairway, as referred to above, are shown on Exhibit D.

There will be twenty-four (24) parking spaces on the Condominium, twelve (12) of which shall be indoor parking spaces located in garage buildings attached to the Buildings and twelve (12) of which shall be outdoor parking spaces.

The design and location of such garage buildings and the spaces contained therein and the location of the outdoor parking spaces are shown on Exhibits B and D. Each parking space is designated by the same number as the Unit to which it is assigned by Declarant.

At the time of the sale of Units by Declarant, Declarant shall assign in the deed of conveyance the exclusive use of the parking spaces to the purchasers of the Units to which such parking spaces will be appurtenant. Until the use of

all of the parking spaces are assigned to Unit owners by Declarant, Declarant may retain the exclusive use of any such unassigned spaces for itself and may lease or license the right to use such spaces to owners or occupants of Units. After an initial assignment of the use of any of the parking spaces, any subsequent conveyance or passing of title to the Unit to which the assignment has been made (but subject to the provision below) shall be deemed to convey with it the right to use such space in the same manner as the other interests in the Common Elements appurtenant to such Unit. Any Unit owner may convey and assign or may lease or license the right to use such space to any other Unit owner.

ARTICLE VI

PERCENTAGE OF OWNERSHIP IN COMMON ELEMENTS

The ownership of each Unit shall include an undivided interest in the Common Elements as follows:

- a. Each Unit owner shall own 1/12th or 8.33% undivided interest in the General Common Elements; and
- b. Each Unit owner shall own 1/6th or 16.66% undivided interest in the Building - Limited Common Elements.

The common surpluses and expenses of the Condominium relating to General Common Elements and Building - Limited Common Elements shall be established and shared among the owners of all Units, other than Declarant, according to the percentage of their undivided interest in the General Common Elements, as expressed above or as the same may be amended pursuant to Article XIV hereof. Declarant shall not share in the common surpluses and expenses of the Condominium except with respect to such Units as are leased by Declarant and only during such time as such Units are leased.

All common surpluses of the Condominium for each fiscal year of the Association shall be credited to the reserves or replacement funds for common expenses of the Condominium for the next succeeding fiscal year or years in accordance with the percentage of undivided interest of each Unit owner in the common Elements as aforesaid.

The percentages expressed in this Article have been rounded in order to obtain a total of 100% or a total which may be rounded to 100% and each Unit purchaser, by accepting a deed of conveyance to a Unit, agrees to be bound by such percentages.

ARTICLE VII

ASSOCIATION OF UNIT OWNERS

The Condominium shall be administered and operated by a non-profit corporation known as Forest Hill Village Owners Association, Inc. (the "Association"), organized under Chapter 181 of the Wisconsin Statutes and the Act, and shall be administered and operated in accordance with the By-Laws ("By-Laws") and the Rules and Regulations ("Rules and Regulations") of the Association. The affairs of the Association shall be managed by a Board of Directors (the "Board of Directors"), consisting of such number of persons as provided in the By-Laws; provided, however, that prior to the conveyance by Declarant of 25% of the undivided interest in the General Common Elements to purchasers, the Association shall hold a meeting and the Unit owners other than the Declarant shall elect at least 25% of the Board of Directors, and prior to the conveyance by Declarant of 50% of the undivided interest in the General Common Elements to purchasers, the Association shall hold a meeting and the Unit owners other than the Declarant shall elect at least 33-1/3% of the Board of Directors. For the purpose of determining the percentages in the preceding sentence, the undivided interest in the General Common Elements shall be deemed to consist of 262 part interests until such time as Declarant's rights under Article XIV shall expire.

Subject to Article XIII, the Board of Directors may employ a professional property manager, management company or managing agent on a salaried basis with such experience and qualifications and on such terms and conditions as may be acceptable to the Board of Directors. Each owner of a Unit shall be a member of the Association and entitled to one vote for each Unit owned. Membership shall terminate concurrently with ownership. Declarant shall be entitled to one (1) vote for each Unit which it owns without regard to whether it is sharing in the common expenses and surpluses of the Condominium in accordance with Article VI hereof.

A first mortgagee of a Unit, upon request, shall be entitled to written notification from the Association of any default in the performance by the Unit owner of any obligation imposed herein, in the By-Laws or by the Association, which is not cured within sixty (60) days.

ARTICLE VIII

MAINTENANCE, ALTERATION AND IMPROVEMENT OF CONDOMINIUM

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

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

decorate the interior of the perimeter walls and all walls and surface areas within the Unit; (c) keep the patio appurtenant to the Unit in a clean and neat condition, clear of snow, ice and water; (d) keep and maintain in good and orderly condition and repair the portion of the Unit - Limited Common Elements appurtenant to the Unit; and (e) repair and replace any portion of the Common Elements damaged through the fault or negligence of such owner or such owner's family, guests or invitees or any other occupants of the Unit.

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

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

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

5. Except as reserved to the Declarant, its successors and assigns, the Association shall not make or permit any alterations to the exterior of any of the Buildings or make any other substantial alterations or additions of a structural nature or otherwise to the Common Elements without the affirmative vote or written consent of the owners of more than two-thirds (2/3) of all the interests in the General Common Elements. For the purpose of determining the percentage in the preceding sentence, the General Common Elements shall be deemed to consist of 262 part interests until such time as Declarant's rights under Article XIV hereof shall expire. In no case shall any such alterations or additions prejudice the rights of any owner of a Unit unless his written consent has been obtained.

ARTICLE IX

ASSESSMENTS

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

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

Any first mortgagee who obtains title to a Unit pursuant to remedies provided in the mortgage or foreclosure of the mortgage shall not be liable for such Unit's unpaid assessments which accrued prior to the acquisition of title to such Unit by such mortgagee.

ARTICLE X

RESTRICTIONS ON USE, OCCUPANCY AND TRANSFER

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

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

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

3. Subject to Article XIII, Section 6 hereof, no owner shall convey to or permit occupancy thereof by a grantee or occupant who has a household which includes a child under the age of fourteen (14).

4. Subject to Article XIII, Section 6 hereof, no animals, reptiles or birds shall be permitted within the Condominium except that a single pet (herein called the "permitted pet"), either a domestic dog of a maximum dimension in height of sixteen (16) inches, cat or bird, may be kept in any of the Units on the Condominium. No permitted pet can be kept, bred, or maintained for commercial purposes. A permitted pet shall not be allowed at large and shall be under control of a person when outside the Unit of the owner and shall be walked only in designated open areas, and all droppings must be picked up and disposed of by the person in control of such pet. Any permitted pet which is a cat shall be neutered and declawed.

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

6. The unreasonable or unsightly accumulation of waste, litter, excess or unused building materials or trash is prohibited, and garbage containers shall be situated only in designated locations. No materials shall be consumed by fire in incinerators, open fires or elsewhere.

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

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

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

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

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

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

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

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

13. No Unit owner or occupant shall commit or permit any violation of the policies of insurance taken out by the Board of Directors in accordance with the provisions of Article XII hereof, or do or permit anything to be done, or keep or permit anything to be kept, or permit any condition to exist, which might (i) result in termination of any such policies, (ii) adversely affect the right of recovery thereunder, (iii) result in reputable insurance companies refusing to provide insurance as required or permitted by the provisions of Article XII hereof, or (iv) result in an increase in the insurance rate or premium unless, in the case of such increase, the Unit owner responsible for such increase shall pay the same. If the rate of premium payable with respect to the policies of insurance taken out by the Board of Directors in accordance with the provisions of Article XII hereof, or with respect to any policy of insurance carried independently by any Unit owner in any Building as permitted by the provisions of Article XII hereof, shall be increased or shall otherwise reflect the imposition of a higher rate than that applicable to the lowest-rated Unit in such Building, (a) by reason of anything that is done or kept in a particular Unit, or (b) as a result of the failure of any Unit owner or any occupant of a Unit to comply with the requirements of the policies of insurance taken out by the Board of Directors, or (c) as a result of the failure of any such Unit owner or occupant to comply with any of the other terms and provisions of this Declaration, the By-Laws or the Rules and Regulations, then the Unit owner of that particular

Unit shall reimburse the Association and such other Unit owners respectively for the resulting additional premiums which shall be payable by the Association or such other Unit owners, as the case may be. The amount of any such reimbursement due the Association may without prejudice to any other remedy of the Association be enforced by assessing the same to that particular Unit pursuant to the ByLaws.

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

- (i) Such Unit owner shall pay and shall defend, save harmless, and indemnify the Board of Directors, the Association and each other Unit owner against all liability, loss or damage which any of them respectively shall suffer by reason of such contest and any noncompliance with such Legal Requirements, including reasonable attorneys' fees and other expenses reasonably incurred; and
- (ii) Such Unit owner shall keep the Board of Directors advised as to the status of such proceedings. (The foregoing conditions specified in (i) and (ii) above hereinafter collectively called the "Conditions as to Contest").

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

ARTICLE XI

RECONSTRUCTION AFTER LOSS

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

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

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

(a) The Condominium shall be subject to an action for partition upon obtaining the written consent of the owners of at least Seventy-Five (75%) Percent of the undivided interest in General Common Elements. For the purpose of determining the percentage in the preceding sentence, the undivided interest in the General Common Elements shall be deemed to consist of 262 parts interests until such time as Declarant's rights under Article XIV shall expire. In the case of partition, the net proceeds of sale together with any net proceeds of insurance ("Partition Proceeds") shall be considered as one fund and shall be divided among all Unit owners in the damaged premises in accordance with the following formula:

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

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

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

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

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

3. If two-thirds (2/3) or more of a Building and other improvements above foundation are destroyed,

regardless of the sufficiency of any insurance proceeds for reconstruction and repair of the damaged premises, no such reconstruction and repair shall take place unless, within ninety (90) days from the date of the loss, such reconstruction and repair have been approved by the owners of more than two-thirds (2/3) of the undivided interest in the General Common Elements. For the purpose of determining the percentage in the preceding sentence, the undivided interest in the General Common Elements shall be deemed to consist of 262 part interests until such time as Declarant's rights under Article XIV shall expire. If such approval is not given within 90 days, then the Condominium shall be subject to an action for partition in the same manner as is provided in paragraph 2(a) above.

ARTICLE XII

INSURANCE

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

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

Notwithstanding anything to the contrary herein, the insurance coverage obtained by the Board of Directors as aforesaid shall exclude (i) any coverage on any personal property located within or appurtenant to the exclusive use of a Unit, including but not limited to, appliances or water heater, patio door and window glass, drapes, carpeting and wall coverings, such as wallpaper, mirrored walls and paneling and (ii) any liability coverage on a Unit owner, its guests, invitees, employees or any other occupants of such Unit, arising out of any and all occurrences and happenings within a Unit and/or relating in any way whatsoever to said personal property. It is the sole responsibility of each Unit owner to obtain such insurance coverages as are excluded from the insurance coverage obtained by the Board of Directors.

ARTICLE XIII

RIGHTS OF DEVELOPER

Until the expiration of the earlier of ten (10) years after the recording hereof or thirty (30) days after the conveyance of Seventy-Five (75%) Percent of the undivided interests in the General Common Elements to purchasers, Declarant, or its successors and assigns, acting alone shall have the right to appoint the members of the Board of Directors pursuant to Article VII, and amend the By-Laws and this Declaration; provided, however, that if there is any Unit owner other than Declarant, or its successors and assigns, this Declaration may not be amended to increase the scope nor the period of the aforesaid right or any other control by the Declarant, or its successors and assigns, of the Association as provided hereunder or by law. For the purpose of determining the percentage in the preceding sentence, the undivided interest in the General Common Elements shall be deemed to consist of 262 part interests until such time as Declarant's rights under Article XIV shall expire.

Pending the sale of all of the Units on the Condominium including any Units on the Expansion Real Estate described in Article XIV, Declarant, or its successors and assigns, acting alone:

1. may, but shall not be obligated to, manage and operate the Condominium in accordance with the provisions of this Declaration; provided that any agreement for professional management of the Condominium, or any other contract providing for services of Declarant, shall not exceed 3 years and shall provide for termination by either party without cause and without payment of a termination fee on ninety (90) days or less written notice;

2. may use the Common Elements and any unsold Units on the Condominium in any manner as may facilitate the sale or leasing of all Units thereon, including, but not limited to, in connection therewith, maintaining a sales and/or rental office or offices and models (regardless of whether all the non-model Units in a Building are sold), showing the Condominium or maintaining signs;

3. reserves the right to (i) grant easements upon, over, through and across the Common Elements as may be required for furnishing any kind of utility services, including cable television or master antenna service, which easements may be granted to itself or its nominee and/or as may be necessary for excavation and construction of any of the Units and (ii) grant easements upon, over, through or across the Common Elements for ingress and egress to and from the Condominium and other real property adjacent to it;

4. reserves the right to (i) change the design, exterior materials or location of any Building prior to construction; (ii) change the type of any Unit prior to construction; (iii) make minor alterations and changes to the design or exterior materials of any Building or any part thereof subsequent to construction; and (iv) alter and change the interior materials and the interior arrangement of any Unit so owned; provided, however, that if any changes as referred to in (i) or (ii) above are made, Declarant, or its successors and assigns, shall cause this Declaration to be amended so as to reflect such changes;

5. reserves the right to further subdivide any Unit owned by Declarant, or its successors and assigns, into more than one Unit, or to reallocate the boundaries between adjoining Units owned by Declarant or its successors and assigns, in which event Declarant, or its successors and assigns, shall cause this Declaration to be amended so as to, among other things, (i) reflect such subdivision or reallocation and (ii) apportion between the Units created or affected by such subdivision or reallocation the undivided interests in the Common Elements appurtenant to such Units, and the use of Unit - Limited Common Elements and the common surpluses and expenses of the Condominium, it being understood that such apportionment shall be determined as if such Units were originally designated in this Declaration; and any new Units created through subdividing existing Units shall be subject to and have the benefit of each of the provisions of this Declaration as if such new Units had been created at the recording of this Declaration; and

6. reserves the right to designate one or more Buildings which may be constructed under Article XIV hereof as Buildings in which children under 14 and/or pets are permitted and to designate an area within the Expansion Real Estate specifically for pet runs or children's play areas, all in accordance with such restrictions as Declarant shall prescribe in writing.

By acceptance of a deed of conveyance of a Unit from Declarant, the grantee of such Unit and each successor in title to such Unit or an interest therein shall, in the event of the occurrence of any or all of the events specified in the first paragraph of this Article or at subparagraphs 3, 4, 5 and 6 of the second paragraph of this Article, be deemed to consent and agree to the action so taken. Each such grantee of a Unit and each successor in title to such Unit or an interest therein, hereby constitutes and appoints Declarant, its successors and assigns, as its true and lawful attorney (i) to execute, deliver and record on behalf of the grantee and each successor in title to such Unit or an interest therein, such instruments, if any, as may be required to effectuate the same, and (ii) to do all other things necessary to accomplish the action so taken.

ARTICLE XIV

EXPANSION OF CONDOMINIUM

Declarant expressly reserves unto itself, its successors and assigns, the right to expand the Condominium, without the consent or approval of any Unit owner, at any time and from time to time on or prior to the expiration of seven (7) years from the date of recording this Declaration, by subjecting all or any portion of the real estate described on Exhibit E appended hereto (the "Expansion Real Estate") to this Declaration and by constructing thereon, either before or after such expansion, no more than an additional two hundred and fifty (250) Units. Declarant shall be under no obligation to and makes no representation that it will expand or construct any part or all of the Condominium as such rights are reserved herein. The Units on the Expansion Real Estate and their owners and any Common Elements thereon will become subject to and will be entitled to the benefits of the provisions of this Declaration, the By-laws and such Rules and Regulations as may from time to time be adopted by the Association. Upon each such expansion:

1. The percentage of undivided interest in the Common Elements appertaining to each Unit shall be adjusted as follows:

(i) Each Unit's percentage of undivided interest in the General Common Elements shall be the number one (1) divided by the total number of Units then subject to this Declaration.

(ii) With respect to the Building - Limited Common Elements,

(a) Each Unit being a part of Building 1, or Building 2 shall continue to own the same percentage of undivided interest in the Building Limited Common Elements as is set forth in Article VI hereof; and

(b) Each Unit to be constructed on the Expansion Real Estate shall own such percentage of undivided interest in such portion of the Building - Limited common Elements as will be applicable to the building or buildings of which such Unit will be a part (the "Expansion Buildings") as is equal to the number one (1) divided by the total number of Units then contained in the Expansion Buildings of which such Units will be a part. Declarant, or its successors and assigns, shall have the sole right to designate and define the portion of the Building - Limited Common Elements as will be owned by each Unit to be constructed on the Expansion Real Estate.

2. The common surpluses and expenses of the Condominium relating to the General Common Elements and Building - Limited Common Elements shall be established and shared among the owners of all Units according to the percentage of their undivided interest in the General Common Elements, in accordance with Article VI as adjusted in the manner set forth above; provided, however, that the special provisions in Article VI relating to Declarant shall extend to all like Units in the Expansion Real Estate.

3. Each owner of a Unit shall be a member of the Association and entitled to one vote for each Unit owned.

The right of expansion reserved herein shall be exercised by the recording of an amendment to this Declaration and an amendment to each of the Exhibits appended hereto in the Office of the Register of Deeds for Milwaukee County, Wisconsin. None of the provisions contained in the Declaration shall be construed to create any obligation on behalf of Declarant, its successors and assigns, to in fact effect such expansion.

Declarant hereby reserves an easement across the Condominium for the purpose of constructing such Expansion Buildings.

By acceptance of a deed of conveyance of a Unit from Declarant, the grantee of such Unit and each successor in title to such Unit or an interest therein shall, in the event of an expansion of the Condominium, be deemed to consent and agree to the expansion and all action so taken by Declarant, or its successors and assigns, to effect the same, including but not limited to, the recording of amendments as aforesaid and the adjustment of the percentage of undivided interest in the General Common Elements appurtenant to such Unit as aforesaid. Each such grantee of a Unit and each successor in title to such Unit or an interest therein, hereby constitutes and appoints Declarant, its successors and assigns, as its true and lawful attorney (i) to execute, deliver and record on behalf of the grantee and each successor in title to such Unit or an interest therein, such amendments and such other instruments, if any, as may be required to effect the expansion and (ii) to do all other things necessary to accomplish the action so taken.

ARTICLE XV

ADJACENT CONDOMINIUMS

If Declarant shall record a declaration of condominium for any portion of the Expansion Real Estate which does not subject such portion to this Declaration, then:

1. The owners of units in each such condominium created shall have an easement over and for the use of the General Common Elements of this Condominium to the same extent as the Unit owners herein may use the General Common Elements, provided that, with respect to any such condominium created, the declaration shall grant a similar easement to the Unit owners herein; and

2. The Association to be created hereunder shall cooperate with each association created to administer each such condominium created, and shall have the authority to agree upon the sharing of any expenses related to the General Common Elements of each condominium as though each such condominium were incorporated herein under Article XIV hereof.

ARTICLE XVI

AMENDMENT OF DECLARATION

Subject to Declarant's right to amend this Declaration as set forth in Articles XIII and XIV above, this Declaration may only be amended by the written consent of the owners and mortgagees of at least Seventy-Five (75%) Percent of the undivided interests in the General Common Elements. For the purpose of determining such percentage, the undivided interests in the General Common Elements shall be deemed to consist of 262 part interests until such time as Declarant's rights under Article XIV shall expire. No amendment shall change the rights of Declarant as contained in the Declaration. Any amendment to this Declaration shall become effective when recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin.

ARTICLE XVII

REMEDIES FOR VIOLATION BY UNIT OWNER

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

ARTICLE XVIII

SERVICE OF PROCESS

Service of process shall be made on Richard Felker, 11931 West Bluemound Road, Milwaukee, Wisconsin 53226, as registered agent for Forest Hill Village Owner's Association, Inc. Any change in the person or location for the service of process designated by the Board of Directors shall become effective upon the recording of notice thereof in the Office of the Register of Deeds for Milwaukee County, Wisconsin.

ARTICLE XIX

RIGHT OF ENTRY

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

ARTICLE XX

CONSTRUCTION AND EFFECT

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

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

3. Successors and Assigns. All rights and benefits reserved or covenanted for or to the Declarant under this Declaration, including but not limited to those rights reserved under this Article, shall inure to the benefit of and be binding upon its successors and assigns. Any reference in this Declaration to the "successors and assigns" of Declarant shall be deemed to refer only to such person or entity to whom Declarant has expressly assigned all of said rights and benefits by an instrument in writing specifically identifying the provisions contained in this Article.

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

5. Deemed Interests. Wherever in this Declaration a percentage is to be determined by deeming that 262 part interests exist, Declarant shall be deemed to own all 262 interests less any interests for Units already conveyed at the time of such determination.

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

FOREST HILL VILLAGE, a Wisconsin Limited Partnership

BY: LIFE STYLE CONCEPTS, LTD., a Wisconsin corporation, General Partner

By _____
Richard J. Felker, Its President

Attest: _____
J. Timothy Graf, Its Secretary

Signatures of Richard J. Felker and J. Timothy Graf authenticated this _____ day of _____, 1980

Robert A. Teper
Member State Bar of Wisconsin

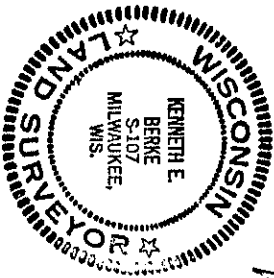
This instrument was drafted by Robert A. Teper and Hal Karas of Herz, Levin, Teper, Chernof & Sumner, S.C.

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

EXHIBIT A

Legal Description of the Property

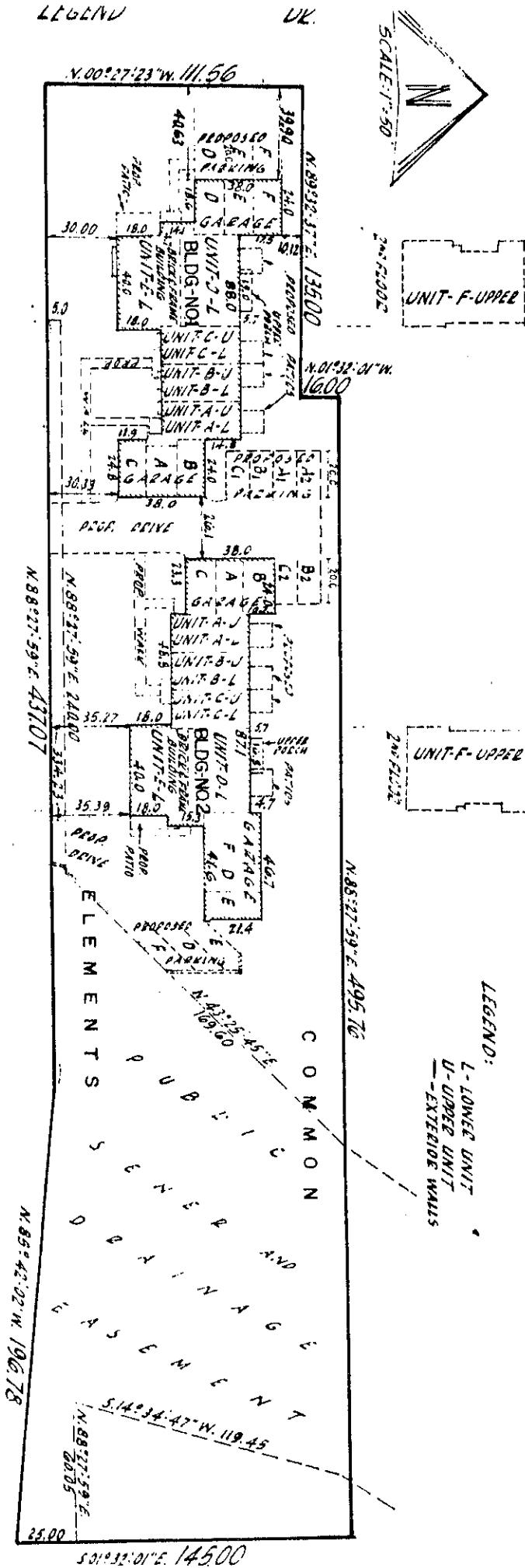
Lot Sixteen (16) in Forest Hill Village, being a Subdivision of a part of the South West One-quarter (1/4) of the North West One-quarter (1/4) of Section Sixteen (16) in Township Five (5) North, Range Twenty-one (21) East, in the City of Franklin, County of Milwaukee, State of Wisconsin.



I, KENNETH E. BERKE, DO HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THIS PLAT IS AN ACCURATE REPRESENTATION OF THE EXTERIOR BOUNDARY LINES AND THE LOCATION OF THE BUILDINGS AND IMPROVEMENTS CONSTRUCTED OR TO BE CONSTRUCTED UPON THE PROPERTY. THIS PLAT IS A CORRECT REPRESENTATION OF FOREST HILLS VILLAGE CONDOMINIUM AND THE IDENTIFICATION AND LOCATION OF EACH UNIT AND THE COMMON ELEMENTS CAN BE DETERMINED FROM THE PLAT. THE COMMON ELEMENTS ARE DETELED TO BE ALL OF THE CONDOMINIUM PROPERTY EXCEPT THE INDIVIDUAL UNITS DESCRIBED IN THIS PLAT. THE SURVEYOR MAKES NO CERTIFICATION AS TO THE ACCURACY OF DIAGNOSTIC FLOOR PLANS OF THE CONDOMINIUM BUILDING AND UNITS CONTAINED IN THE PLAT OR THE APPROXIMATE DIMENSIONS OR FLOOR AREAS THEREOF.

Kenneth E. Berke

S 107



APRIL 18, 1980

KNOWN AS WEST FOREST HILL AVENUE, IN THE CITY OF FRANKLIN, WISCONSIN

LOT 16 IN FOREST HILL VILLAGE, BEING A SUBDIVISION OF A PART OF THE SW 1/4 OF THE NW 1/4 OF SECTION 16, T 5 N., R 21 E., IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN

SURVEY NO. 145248-E

EXHIBIT C

BUILDING AND UNIT IDENTIFICATION

All addresses are in Franklin, Wisconsin:

Building 1:

9040 West Forest Hill Avenue	Unit A
9042 West Forest Hill Avenue	Unit B
9044 West Forest Hill Avenue	Unit C
8246 Legend Drive	Unit D
8248 Legend Drive	Unit E
8250 Legend Drive	Unit F

Building 2:

9010 West Forest Hill Avenue	Unit A
9012 West Forest Hill Avenue	Unit B
9014 West Forest Hill Avenue	Unit C
9016 West Forest Hill Avenue	Unit D
9018 West Forest Hill Avenue	Unit E
9020 West Forest Hill Avenue	Unit F

5416221

REGISTER'S OFFICE
Milwaukee County, Wis. 53
RECORDED AT 9:10 AMFIRST AMENDMENT TO
DECLARATION OF CONDOMINIUMAUG 12 1980
REEL 1314 IMAGE 572OF575
REGISTER OF DEEDSFOREST HILL VILLAGE CONDOMINIUM

THIS AMENDMENT is made this 5th day of August, 1980, by FOREST HILL VILLAGE, a Wisconsin limited partnership ("Declarant").

WITNESSETH:

Declarant has submitted to the Condominium Ownership Act the property described in the Declaration of Condominium of Forest Hill Village Condominium recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin, as Document No. 5405965. Declarant is, at the execution and recording hereof, the owner of all the units declared therein. Declarant desires to amend the Declaration by substituting, for Exhibits B and E hereof, the attached Exhibits.

NOW, THEREFORE, Declarant, the fee owner of all the units of the Condominium, hereby amends the Declaration as follows:

1. The attached Exhibits B, consisting of two pages, and E are hereby substituted for Exhibits B and E as originally recorded.
2. In all other respects, the Declaration shall remain in full force and effect.

Executed at Milwaukee, Wisconsin.

DOC # 5416221
RECORD 5:80FOREST HILL VILLAGE, a Wisconsin
limited partnershipBy: LIFE STYLE CONCEPTS, LTD.,
its General Partner

By

Richard J. Felker, President

Attest:

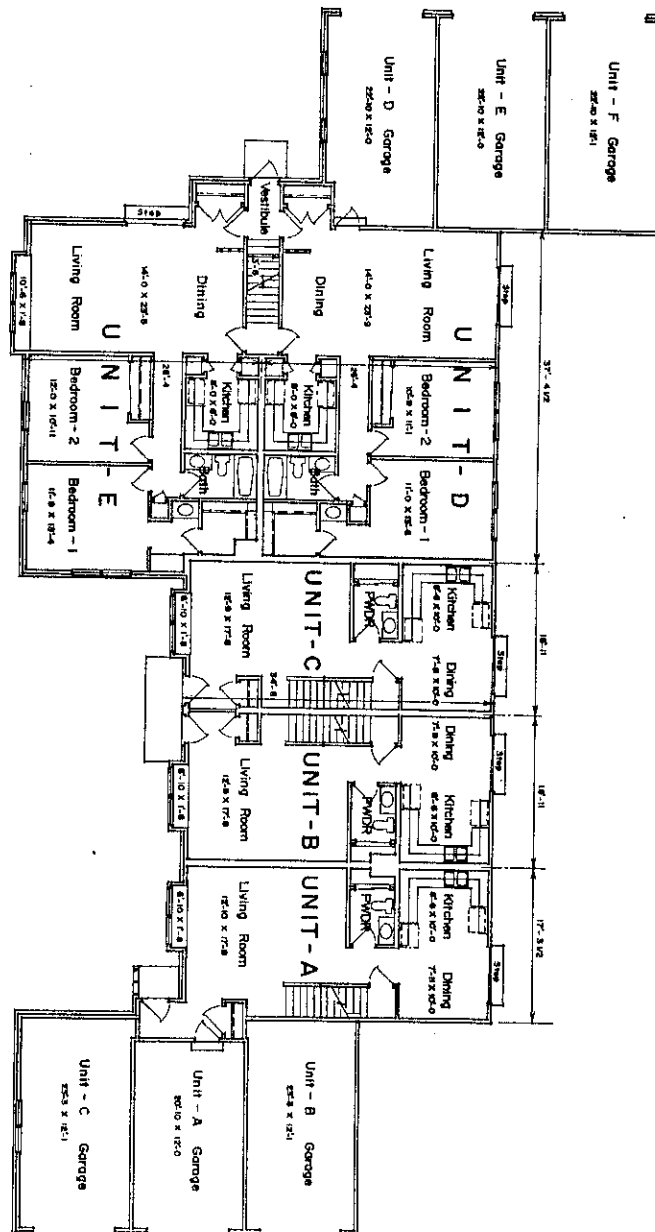
Robert A. Teper, Asst. Secretary

Signatures of Richard J. Felker and Robert A. Teper authenticated
this 5th day of August, 1980.

Hal Karas
Member, State Bar of Wisconsin

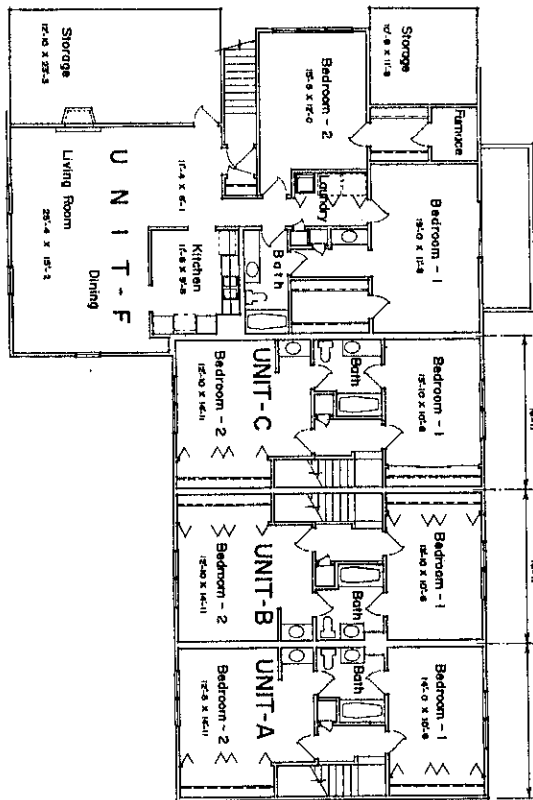
This instrument was drafted by:
Hal Karas, Esq.

Except as otherwise indicated, all dimensions are from interior surface wall to interior surface wall. Also, all dimensions shown are approximate.



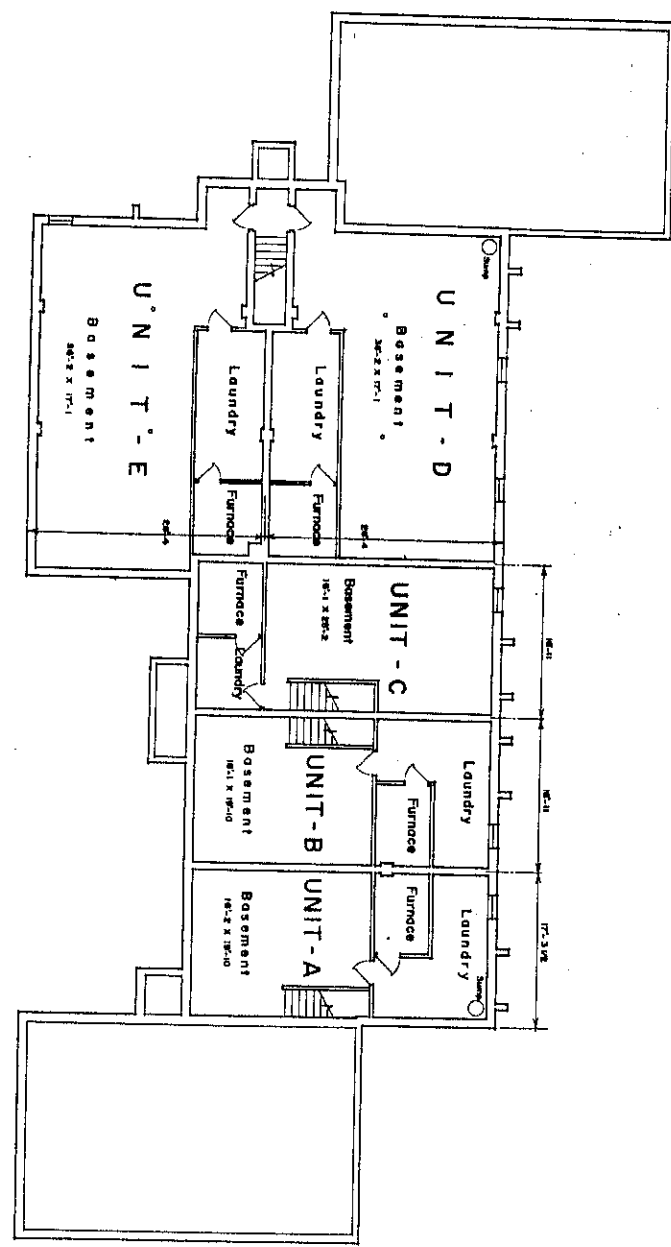
FIRST FLOOR PLAN

EXCEPT AS OTHERWISE INDICATED, ALL DIMENSIONS ARE FROM INTERIOR SURFACE UNLESS OTHERWISE NOTED. ALSO, ALL DIMENSIONS SHOWN ARE APPROXIMATE.



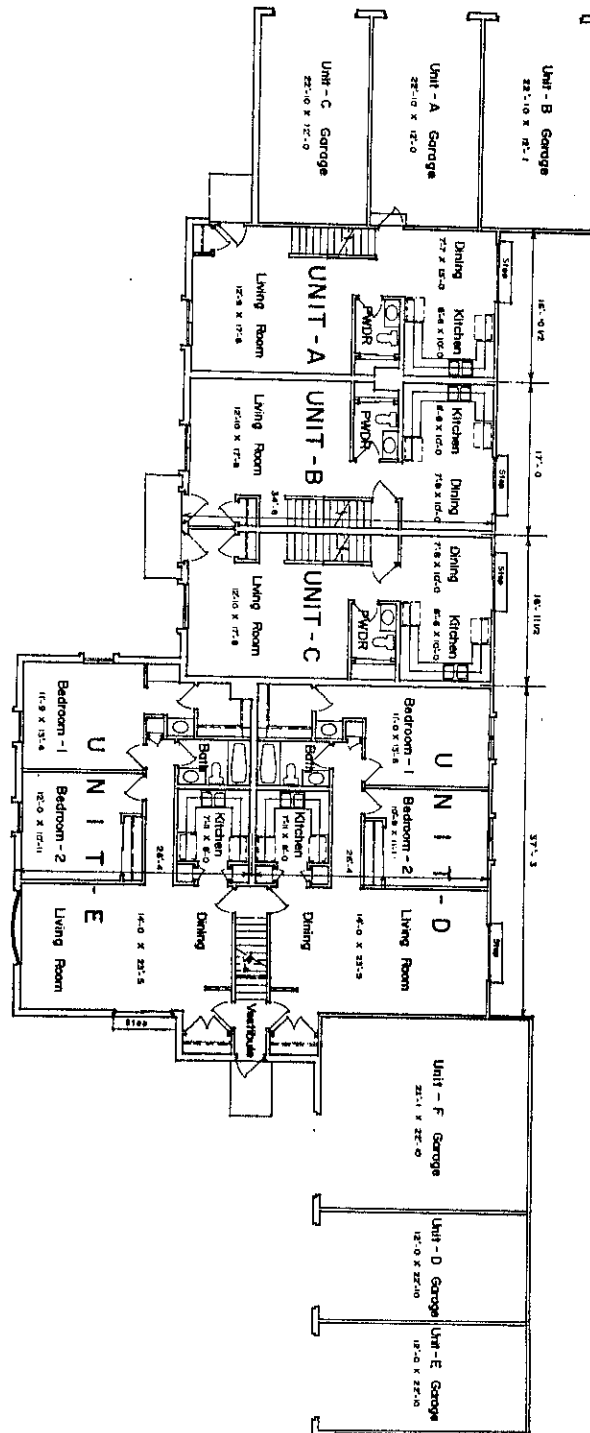
SECOND FLOOR PLAN

Except as otherwise indicated, all dimensions are from interior surface wall to interior surface wall. Also, all dimensions shown are approximate.



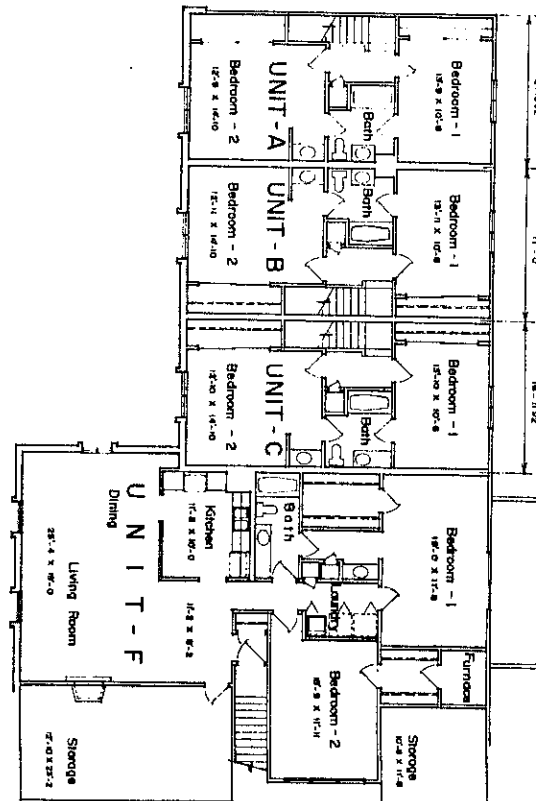
BASMENT PLAN

Notes: All dimensions indicated, all dimensions shown are approximate. All dimensions shown are approximate. All dimensions shown are approximate.



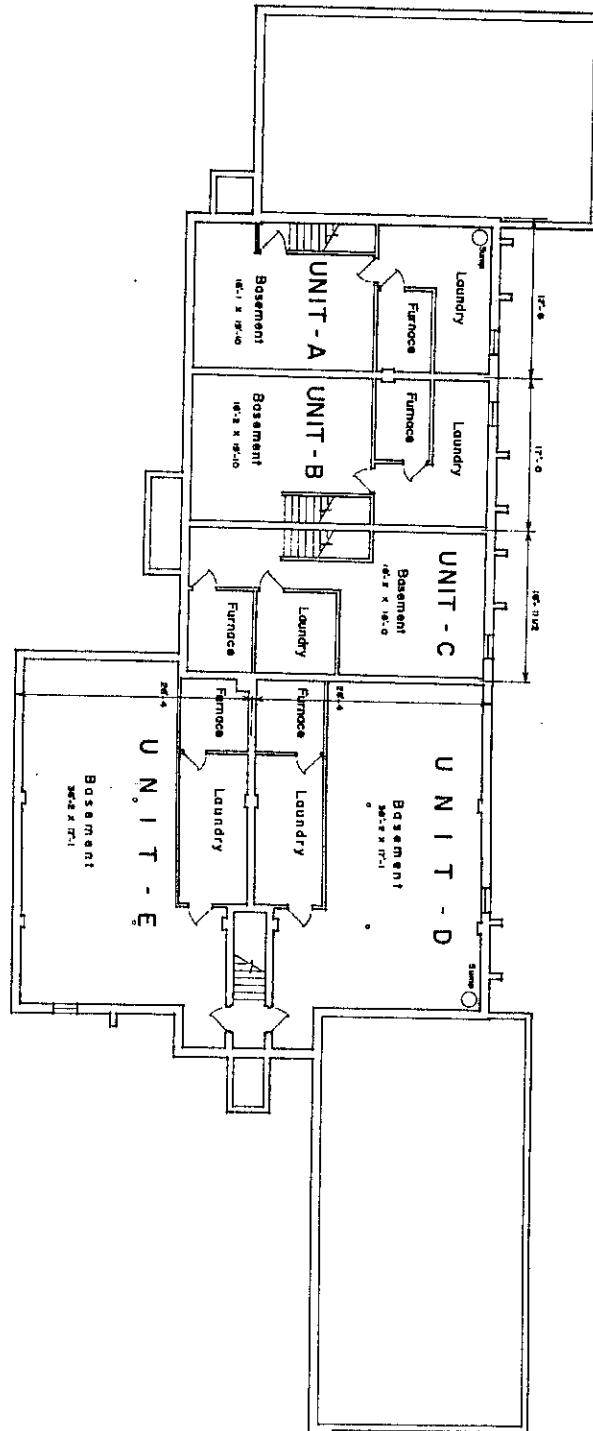
FIRST FLOOR PLAN

Except as otherwise indicated, all dimensions are from interior surface of wall to interior surface wall. Also, all dimensions shown are approximate.



SECOND FLOOR PLAN

Except as otherwise indicated, all dimensions are from finished surface (wall to interior surface wall). Also, all dimensions shown are approximate.



BASEMENT PLAN

EXHIBIT E

Expansion Real Estate

Forest Hill Village, being a Subdivision of a part of the South West One-quarter (1/4) of the North West One-quarter (1/4) of Section Sixteen (16) in Township Five (5) North, Range Twenty-one (21) East, in the City of Franklin, County of Milwaukee, State of Wisconsin, except Lot Sixteen (16) thereof.

FOREST HILL VILLAGE OWNERS ASSOCIATION, INC.

DISCLOSURE MATERIALS

SECTION B (AMENDMENTS)

EXPANSION PHASES

**FOREST HILL VILLAGE WAS ULTIMATELY EXPANDED
TO 182 UNITS IN SEVENTEEN PHASES THROUGH
TWENTY ONE AMENDMENTS TO THE DECLARATION.
A COMPLETE DECLARATION TOTALLING 375 PAGES
CAN BE OBTAINED THROUGH MANAGEMENT.**

Document Number

Affidavit of Resolution
Title of Document

The attached Resolution of Forest Hill Village Owner's Association, Inc. was adopted by a majority vote of the of the Board of Directors.

The legal description is attached as Exhibit A.

Recording Area

Name and Return Address

Attorney Adam S. Bazelon

von Briesen & Roper, s.c.

411 E. Wisconsin Ave., Suite 1000

Milwaukee, WI 5202

Parcel Identification Number (PIN)

Dated

5/19/2021

Nanette Banks

* Nanette Banks (print name)

Title: Secretary

Forest Hill Village Owner's Association, Inc.

ACKNOWLEDGMENT

STATE OF WISCONSIN)

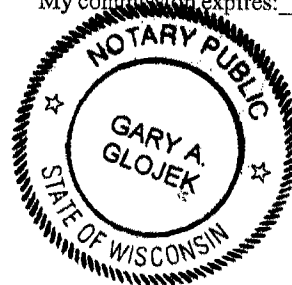
MILWAUKEE COUNTY)

Personally came before me on 5/19/2021
the above-named NANETTE BANKS
to me known to be the person who executed the foregoing
instrument and acknowledged the same.

Notary Public, State of WisconsinMy commission expires: NOT

DRAFTED BY:

Attorney Adam S. Bazelon, von Briesen & Roper, s.c.



1 **FOREST HILL VILLAGE OWNER'S ASSOCIATION, INC.**

2
3 **Resolution of the Board of Directors**

4
5 **Introductory Recitals**

6
7 1. It is the objective of the Forest Hill Village Owner's Association,
8 Inc. ("Association") to enforce its covenants to the extent they are reasonable.
9

10 2. Article X, § 3 of the Association's Declaration of Condominium
11 states, "no owner shall convey to or permit occupancy thereof by a grantee or
12 occupant who has a household which includes a child under the age of fourteen
13 (14)."
14

15 3. The Association believes this provision is unreasonable as it may
16 violate state and federal fair housing laws regarding familial discrimination.
17

18 **RESOLUTION**

19
20 **THE BOARD OF DIRECTORS HEREBY RESOLVES AS FOLLOWS:**

21
22 The Forest Hill Village Owners Association, Inc. will not enforce Article
23 X, Sec. 3, of its Declaration of Condominium.
24

25 The remainder of the Declaration of Condominium (and all amendments
26 thereto) shall remain in effect.
27

28
29 Amendment Considered At Meeting, APRIL 21, 2021 (Date)

30
31 Motion made by: Mike Dantels

32
33 Seconded: Lamont Gramoski

34
35 In Favor: 7

36 Opposed: 0

37
38 Signed: Manette Banks
39 Secretary

Exhibit A

All units in Forest Hill Village Condominium (Phases I-XVII) together with said Unit's undivided appurtenant interest in the common elements and the exclusive use of the limited common elements appurtenant to said Unit in Forest Hill Village Condominium, a condominium declared and existing under and by virtue of the Condominium Ownership Act of the State of Wisconsin and by a Condominium Declaration recorded on June, 20 1980, in the office of the Register of Deeds for Milwaukee County, Wisconsin, as Document No. 5405965, as amended. Incorporated herein by this reference thereto is the real estate described in and made subject to said Declaration, which is located in the City of Franklin, County of Milwaukee, State of Wisconsin.

Tax parcel Identification Numbers:

802-0045-003
802-0173-000
802-0174-000
802-0175-000
802-0176-000
802-0177-000
802-0178-000
802-0179-000
802-0180-000
802-0181-000
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802-0122-000
802-0124-000
802-0239-000

FOREST HILL VILLAGE OWNERS ASSOCIATION, INC.

DISCLOSURE MATERIALS

SECTION C

BY-LAWS

BY-LAWS
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**BY-LAWS OF
FOREST HILL VILLAGE OWNER'S ASSOCIATION, INC.**

ARTICLE I

NAME AND LOCATION

SECTION 1. NAME. The name of the corporation shall be FOREST HILL VILLAGE OWNER'S ASSOCIATION, INC. (the "Association").

SECTION 2. LOCATION. The principal office of the Association shall be at 11931 West Bluemound Road, Milwaukee, Wisconsin 53226. The Association may have offices at such other places as the Board of Directors of the Association (the "Board") may from time to time determine.

ARTICLE II

APPLICATION, MEMBERSHIP AND INITIAL ORGANIZATION

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

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

SECTION 3. INITIAL ORGANIZATION. Notwithstanding any provision set forth in these By-Laws to the contrary, Forest Hill Village, a Wisconsin limited partnership, (the "Declarant"), shall designate the initial Board, consisting of seven (7) persons. Such members of the Board, or successors to any of them as designated by Declarant, need not be Unit owners and shall continue to serve as follows:

- (i) Prior to the conveyance of 25% of the undivided interest in the General Common Elements, as defined in the Declaration, by Declarant to purchasers, a special meeting of the Members shall be called, at which time two (2) members of the initial Board, or their successors as designated by Declarant, shall tender their resignations and the Unit owners other than Declarant shall elect two (2) new members of the Board in accordance with the provisions of Article V of these By-Laws;
- (ii) Subsequent to the special meeting called in accordance with paragraph (i) above but prior to the conveyance of 50% of the undivided interest in the General Common Elements by Declarant to purchasers, a special meeting of the members shall be called, at which time one (1) other member of the initial Board of Directors, or his successor, as designated by the Declarant, shall tender his resignation, and the members, other than Declarant, shall elect one (1) new member of the Board of Directors in accordance with the provisions of Article V of these By-Laws;
- (iii) Notwithstanding paragraphs (i) and (ii) above, upon the expiration of ten (10) years from the date the first Unit is conveyed to any person other than Declarant or upon the passage of thirty (30) days from the conveyance of 75% undivided interest of the General Common Elements by Declarant to purchasers, whichever occurs earliest, a special meeting of the members shall be called not later than thirty (30) days thereafter, at which time all members of the initial Board of Directors, or their successors, as designated by Declarant, but not having previously tendered their resignations, and the members shall elect such number of new members of the Board of Directors as shall be necessary so that the Board of Directors shall consist of seven (7) persons, including such new members as may have been elected pursuant to paragraphs (i) and (ii) above, in accordance with the provisions of Article V of these By-Laws.

For the purpose of determining the percentages in paragraphs (i) and (ii) above, the undivided interest in the General Common Elements shall be deemed to consist of 262 part interests until such time as Declarant's right to expand the Condominium, described in Article XIV of the Declaration, shall expire and Declarant shall be deemed to own all 262 interests less those appurtenant to Units actually conveyed by Declarant.

ARTICLE III

VOTING, MAJORITY OF OWNERS, QUORUM, PROXIES

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

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

SECTION 3. PROXIES. Votes may be cast in person or by proxy. Proxies must be filed with the Secretary before the appointed time of each meeting. Unless granted to a Lessee or a mortgagee, a proxy shall be effective only for 180 days.

ARTICLE IV

MEETINGS

SECTION 1. ROSTER OF MEMBERS. The Association shall maintain a current roster of names and addresses of every Member upon whom notice of meetings of the Association shall be served. Every Member shall furnish the Association with his or her name and current mailing address; no Member may vote at meetings of the Association until the foregoing information is furnished.

SECTION 2. PLACE OF MEETINGS. Meetings of the Association shall be held at its principal office or such other suitable place convenient to the Members as may be designated by the Board.

SECTION 3. ANNUAL MEETINGS. The annual meetings of the Association shall be held on the first Tuesday of March of each year (the "annual meeting"). At each annual meeting the Members shall elect one or more members of the Board in accordance with Article V hereof. At such meeting there shall also be elected a representative from each Building on the Condominium, (the "Building Representative") elected by the Members owning Units within the particular Building represented. The Members may also transact such other business of the Association as may properly come before them.

SECTION 4. SPECIAL MEETINGS. The President shall call a special meeting of the Members when directed by resolution of the Board or when a petition signed by a majority of the Members is presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of the holders of four-fifths (4/5) of the votes of Members present, either in person or by proxy.

SECTION 5. NOTICE OF MEETINGS. The Secretary shall deliver or mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each Member of record, at the address shown on the roster, at least ten (10) days but not more than thirty (30) days prior to such meeting, unless waivers are duly executed by all Members. The delivery or mailing of a notice in the manner provided in this Section shall be considered notice served and such notice shall be effective upon the date of delivery or mailing.

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

SECTION 7. ORDER OF BUSINESS. The order of business at all meetings of the Unit owners shall be as follows:

- (a) Roll Call
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading of minutes of preceding meeting.
- (d) Reports of officers.
- (e) Reports of committees.
- (f) Election of inspectors of election (when applicable).
- (g) Election of directors (when applicable).
- (h) Unfinished business.
- (i) New business.

SECTION 8. PARLIMENTARY PROCEDURE. Except where inconsistent with these By-Laws, meetings of the Association shall be conducted in accordance with the latest revised edition of **Roberts Rules of Order**.

ARTICLE V

BOARD OF DIRECTORS

SECTION 1. NUMBER AND QUALIFICATION. The affairs of the Association shall be governed by a Board of Directors composed of seven (7) persons, of whom not more than one person is a non-Unit owner, subject to the provisions of Article II, Section 3 hereof.

SECTION 2. ELECTION AND TERM OF OFFICE. The term of office of the Directors shall be fixed as follows:

(i) The terms of the two Directors elected in accordance with paragraph (i) of Section 3 of Article II shall expire on the date of the annual meeting next succeeding the date of their elections. Thereafter, the term of each Director elected or re-elected in succession of these Directors shall be for three (3) years each and shall expire on the date of the annual meeting which is three (3) years next succeeding the date of such election or re-election.

(ii) The term of the Director elected in accordance with paragraph (ii) of Section 3 of Article II shall expire on the date of the annual meeting which next succeeds the annual meeting at which the terms of the Directors elected under paragraph (i) hereof shall expire. Thereafter, the term of each Director elected or re-elected in succession of this Director shall be for three (3) years each and shall expire on the date of the annual meeting which is three (3) years next succeeding the date of such election or re-election.

(iii) (a) The term of one of the four Directors elected in accordance with paragraph (iii) of Section 3 of Article II shall be the same as the Director elected under paragraph (ii) hereof.

(b) The terms of three of the four Directors elected in accordance with paragraph (iii) of Section 3 of Article II shall expire on the date of the annual meeting which next succeeds by two (2) years the annual meeting at which the terms of the Directors elected under paragraph (i) hereof shall expire. Thereafter, the term of each Director elected or re-elected in succession of these Directors shall be for three (3) years each and shall expire on the date of the annual meeting which is three (3) years next succeeding the date of such election or re-election.

(c) At the time of the initial election of the Directors under this paragraph (iii), each candidate for election as Director shall declare, before the votes are cast, the length of the term as Director for which he or she is a candidate.

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

SECTION 3. POWERS AND DUTIES. The Board shall have the powers and duties necessary to administer the Condominium property and, among other duties, carry out the following:

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

(2) make and collect assessments from the Members in accordance with the provisions of the Declaration, and expend said assessments for insurance, taxes, utility services for and maintenance, repair and operation of the Common Elements of the Condominium or for such other purposes as shall fall within the responsibility of the Association and general powers of the Board;

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

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

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

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

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

SECTION 5. VACANCIES. Vacancies in the Board caused by any reason other than the removal of a Director by a vote of the members shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum; and each person so elected shall be a Director until a successor is elected at the next annual meeting of the Association.

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

SECTION 7. ORGANIZATION MEETING. The first meeting of a Board, after one or more Directors have been newly elected, shall be held within ten (10) days of such election at such place as shall be fixed by the Directors at the meeting at which such Directors were newly elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

SECTION 8. REGULAR MEETINGS. Regular meetings of the Board may be held at such time and place as shall be designated from time to time, by a majority of the Directors, but at least one such meeting shall be held during each fiscal year. Notice of regular meetings of the Board shall be given to each Director, personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting.

SECTION 9. SPECIAL MEETINGS. Special meetings of the Board may be called by the President on three (3) days notice to each Director, given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board shall be called by the President or Secretary in like manner and on like notice on the written request of at least four (4) Directors.

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

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

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

SECTION 13. BUILDING REPRESENTATIVE. Each Building Representative shall be given notice as provided herein for Directors for each regular or special meeting of the Board and shall be permitted to attend such meetings and to make statements, but not to vote.

ARTICLE VI

OFFICERS

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

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

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

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

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

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

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

ARTICLE VII

BUDGET, ASSESSMENTS AND DEPOSITORIES

SECTION 1. BUDGET. The Board shall at least annually adopt a budget for the operation of the Association. Such budget will contain estimates of the cost of operating the Association and shall include all common expense items, including, but not limited to, taxes; the maintenance and repair of exterior walls, roofs, pipes, ducts, service and utility areas, recreation areas and facilities; the cost of insurance of all types; management, maintenance and security personnel; administration costs; and any other expense item inuring to the benefit of all Members. The Board shall determine what sums, if any, will be required for improvements, capital expenditures, reserves or replacement funds, or other operations not included in the above which shall be included in the budget. The Declarant shall be chargeable with or responsible for any assessments only as provided in Article VI of the Declaration. This provision shall not be construed to prevent the Board from making any such assessments against other Members.

SECTION 2. ASSESSMENT. The estimate of the charges to be paid during each year by each Member for the share of the common expenses of the Condominium, in accordance with the provisions of the Declaration, shall be assessed against each Unit and paid at such time as provided in resolutions by the Board. The first assessment payment shall be made, on a prorated basis where proper, upon receipt by the Member of his deed to his Unit. If such assessment proves inadequate, the Board at any time may levy a further assessment to be payable in such reasonable manner

as the Board directs. Assessments and installments on such assessments shall be paid on or before ten (10) days after the date when such assessments and installments are due. Any assessment or installment not paid within ten (10) days of its due date shall be delinquent, and the Unit owner shall be charged interest at the rate of twelve (12%) percent per annum on the unpaid assessment or installment of such assessment. The interest charged shall be calculated from the date when the assessment or installment was first due until the date it is paid. All payments upon account shall be first applied to the interest, if any, and then to the assessment payment first due. If a Member fails to pay the assessment within the time herein specified, such failure shall constitute a default hereunder and the Board shall take such appropriate measures as may be allowable by law, including, but not limited to, the filing of a statement of condominium lien in accordance with the Act, which statement shall be signed and verified by the Secretary or any other officer authorized by the Board. No Member shall be entitled to cast a vote for a Unit at any meeting of the Association if the Association has recorded a statement of Condominium lien on the Member's Unit and the amount necessary to release the lien has not been paid at the time of the meeting.

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

ARTICLE VIII

OBLIGATIONS OF THE UNIT OWNERS

SECTION 1. MAINTENANCE AND REPAIR.

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

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

SECTION 2. USE OF COMMON AREAS AND FACILITIES. No Member shall place or cause to be placed any objects of any kind in the Common Elements, except in the Unit - Limited Common Elements appurtenant to his Unit, unless otherwise prohibited.

SECTION 3. RIGHT OF ENTRY.

(a) Each Member grants a right of entry to his Unit to the professional property manager, management company or managing agent employed by the Board or to any other person authorized by the Board in case of any emergency, whether the Member is present at the time or not. Any damage or loss caused as a result of such entry shall be at the expense only of the Member if, in the judgment of those authorizing the entry, such entry was for emergency purposes.

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

SECTION 4. RIGHT OF CONDUCT.

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

(b) Residents shall exercise extreme care about making noises and in the use of musical instruments, radios, televisions and amplifiers that may disturb other persons. Domestic animals may be kept only as permitted by the Declaration.

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

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

(e) It is prohibited to throw garbage or trash outside the disposal receptacles.

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

SECTION 5. REMEDIES. Failure to comply with any of these By-Laws or any other rules, regulations, covenants, conditions or restrictions imposed by the Act, the Declaration or the Board shall be grounds for action to recover sums due for damages or injunctive relief or both, maintainable for the Association or, in a proper case, by an aggrieved Member.

Ronald E. Olson

11931 West Bluemound Road
Milwaukee, Wisconsin 53226

Mary Jeanne Stockero

11931 West Bluemound Road
Milwaukee, Wisconsin 53226

Barbara Ann Stanley

11931 West Bluemound Road
Milwaukee, Wisconsin 53226

Robert Teper

777 East Wisconsin Avenue
Milwaukee, Wisconsin 53202

Hal Karas

777 East Wisconsin Avenue
Milwaukee, Wisconsin 53202

ARTICLE VII

INCORPORATOR

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

Hal Karas
777 East Wisconsin Avenue
Milwaukee, Wisconsin 53202

ARTICLE VIII

AMENDMENTS

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

ARTICLE IX

STOCK, DIVIDENDS AND DISSOLUTION

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

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

Executed in duplicate this 10th day of March, 1980

/S/ Hal Karas

Hal Karas

STATE OF WISCONSIN)
) SS
COUNTY OF MILWAUKEE)

Personally came before me, this 10th day of March, 1980, the above named HAL KARAS, to me known to be the person who executed the foregoing Articles of Incorporation, and acknowledged that he executed the same for the purposes therein contained.

/S/ JoAnne Brandes

Notary Public, State of Wisconsin
My commission: is permanent

STATE OF WISCONSIN
FILED
MAR 14 1980
VEL PHILLIPS
SECRETARY OF STATE

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

Rebecca Cardenas
President

Mary Jo Kovacic
Vice-President

**AMENDMENT TO THE
BY-LAWS FOR FOREST
HILL VILLAGE
OWNERS
ASSOCIATION, INC.**

DOC # 11255770
RECORDED
06/13/2022 09:10 AM
ISRAEL RAMON
REGISTER OF DEEDS
Milwaukee County, WI
AMOUNT: 30.00
TRANSFER FEE:
FEE EXEMPT #:

***This document has been
electronically recorded and
returned to the submitter.***

For Use By Recorder's Office Only

This document is recorded for the purpose of amending the By-Laws (hereafter the "By-Laws") for the Forest Hill Village Owners Association, Inc. (hereafter the "Association"), which By-Laws were attached to the Declaration of Condominium which was recorded as Document No. 5405965 on June 20, 1980 in the Office of the Registrar of Deeds of Milwaukee County, Wisconsin and covers the property (hereafter the "Property") legally described in Exhibit A, which is attached hereto and made a part hereof.

This Amendment is adopted pursuant to Article IX, Section 1 of the By-Laws. Said Section provides that the By-Laws may be amended by the approval of Members of at least sixty-seven percent (67%) of the total Units at a meeting held for the purpose.

RECITALS

WHEREAS, by the Declaration recorded in the Office of the Registrar of Deeds of Milwaukee County, Wisconsin, the Property has been subjected to the easements, restrictions and covenants contained therein; and

WHEREAS, the Board and the Owners desire to amend the Declaration in order to provide for the orderly operation of the Property; and

WHEREAS, the following amendment has been approved by at least 67% of the total Units at a meeting held on May 18, 2022, which approvals are attached hereto and made a part hereof; and

This document prepared by and after recording to be returned to:

Michael G. Kreibich, Esq.
Kovitz Shifrin Nesbit
209 8th Street
Racine, WI 53403
Tel: 262.634.6750 Fax: (847) 537-0500

WHEREAS, an officer of the Association has attested to said 67% Member approval by execution of Exhibit B attached hereto and made a part hereof.

NOW, THEREFORE, the By-Laws are hereby amended as follows (additions in text are indicated by double underline and deletions in text are indicated by ~~strike-out~~):

1. Article IV, Section 3 of the By-Laws

SECTION 3. ANNUAL MEETINGS. The annual meetings of the Association shall be held ~~on the first Tuesday of~~ in the month of March of each year (the "annual meeting") on such date and at such time as may be designated by written notice of the Board delivered to the Members. At each annual meeting, the Members shall elect one or more members of the Board in accordance with Article V hereof. At such meeting there shall also be elected a representative from each Building on the Condominium, (the "Building Representative") elected by the Members owning Units within the particular Building represented. The Members may also transact such other business of the Association as may properly come before them.

This Amendment shall be effective upon recordation in Office of the Registrar of Deeds of Milwaukee County, Wisconsin.

Except to the extent expressly set forth hereinabove, the remaining provisions of the Declaration shall continue in effect without change.

APPROVED THIS 18 DAY OF May, 2022.
FOREST HILL VILLAGE OWNERS ASSOCIATION, INC.

By:


Its President Rebecca Cardenas

ATTEST:

By:

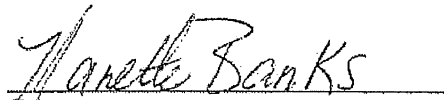

Secretary Nanette Banks

EXHIBIT A

Legal Description of the Property

Lot Sixteen (16) in Forest Hill Village, being a Subdivision of a part of the South West One-quarter (1/4) of the North West One-quarter (1/4) of Section Sixteen (16) in Township Five (5) North, Range Twenty-one (21) East, in the City of Franklin, County of Milwaukee, State of Wisconsin.

EXHIBIT B

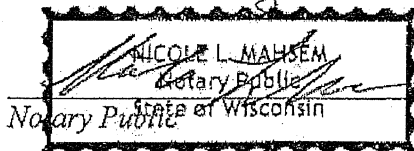
CERTIFICATION AS TO OWNER APPROVAL

I, Nanette Banks, do hereby certify that I am the duly elected and qualified secretary for the Forest Hill Village Owners Association, Inc. and as such Secretary, I am the keeper of the books and records of the Association.

I further certify that the attached Amendment to the By-Laws for the Forest Hill Village Owners Association, Inc. was duly approved by 67% of the Owners, in accordance with the provisions of Article IX, Section 1 of the By-Laws.

Nanette Banks
Secretary Nanette Banks

Sworn to and subscribed before me this
18 day of May, 2022



FOREST HILL VILLAGE OWNERS ASSOCIATION, INC.

DISCLOSURE MATERIALS

SECTION D

ARTICLES OF INCORPORATION

ARTICLES OF INCORPORATION
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**ARTICLES OF INCORPORATION
OF
FOREST HILL VILLAGE OWNER'S ASSOCIATION, INC.**

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

ARTICLE I

NAME

The name of the corporation shall be FOREST HILL VILLAGE OWNER'S ASSOCIATION, INC.

ARTICLE II

PERIOD OF EXISTENCE

The corporation shall have perpetual existence.

ARTICLE III

PURPOSES

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

(a) To serve as an association of unit owners who own real estate and improvements under the condominium form of use and ownership as provided in Chapter 703 of the Wisconsin Statutes as the same may be amended, renumbered or renamed from time to time (the "Act"), and subject to the terms and conditions of the Declaration of Condominium (the "Declaration") of FOREST HILL VILLAGE CONDOMINIUM (the "Condominium") as recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin;

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

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

ARTICLE IV

MEMBERS AND VOTING

The record owner of the fee title to any Unit and an undivided interest in the Common Elements, as defined in the Declaration, shall automatically be a member of this corporation upon becoming such owner and shall remain a member thereof until such time as his ownership ceases for any reason, at which time his membership in this corporation shall automatically cease. The respective rights and qualifications of each of the members of this corporation are set forth in the By-Laws of this corporation. Until the expiration of the rights of Forest Hill Village, a Wisconsin limited partnership, ("FHV") under Article XIV of the Declaration, FHV shall be deemed to be the owner of 262 Units less those which have been conveyed to other parties.

ARTICLE V

PRINCIPAL OFFICE AND REGISTERED AGENT

The location of the principal office of this corporation shall be 11931 West Bluemound Road, Milwaukee, Wisconsin 53226 and the initial registered agent shall be Richard Felker at the above address.

ARTICLE VI

DIRECTORS

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

The number of directors constituting the initial Board of Directors shall be seven (7), and the names and addresses of the initial directors are:

Richard Felker

11931 West Bluemound Road
Milwaukee, Wisconsin 53226

J. Timothy Graf

11931 West Bluemound Road
Milwaukee, Wisconsin 53226

Ronald E. Olson

11931 West Bluemound Road
Milwaukee, Wisconsin 53226

Mary Jeanne Stockero

11931 West Bluemound Road
Milwaukee, Wisconsin 53226

Barbara Ann Stanley

11931 West Bluemound Road
Milwaukee, Wisconsin 53226

Robert Teper

777 East Wisconsin Avenue
Milwaukee, Wisconsin 53202

Hal Karas

777 East Wisconsin Avenue
Milwaukee, Wisconsin 53202

ARTICLE VII INCORPORATOR

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

Hal Karas
777 East Wisconsin Avenue
Milwaukee, Wisconsin 53202

ARTICLE VIII AMENDMENTS

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

ARTICLE IX STOCK, DIVIDENDS AND DISSOLUTION

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

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

Executed in duplicate this 10th day of March, 1980

/S/ Hal Karas

Hal Karas

STATE OF WISCONSIN)
) SS
COUNTY OF MILWAUKEE)

Personally came before me, this 10th day of March, 1980, the above named HAL KARAS, to me known to be the person who executed the foregoing Articles of Incorporation, and acknowledged that he executed the same for the purposes therein contained.

/S/ JoAnne Brandes

Notary Public, State of Wisconsin
My commission: is permanent

STATE OF WISCONSIN
FILED
MAR 14 1980
VEL PHILLIPS
SECRETARY OF STATE

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

FOREST HILL VILLAGE OWNERS ASSOCIATION, INC.

DISCLOSURE MATERIALS

SECTION E

MANAGEMENT AGREEMENT

CONDOMINIUM AND HOMEOWNERS ASSOCIATION MANAGEMENT AGREEMENT

ASSOCIATION: FOREST HILL VILLAGE OWNER'S ASSOCIATION, INC.

AGENT: HUNT MANAGEMENT INCORPORATED

For Property located at: 8100 S. FOREST HILLS CIRCLE – 8124 S. LEGEND DRIVE

FRANKLIN, WISCONSIN

Beginning: APRIL 1, 2021 Ending: MARCH 31, 2022

This agreement (the "Agreement") is made and entered into this 20 DAY OF OCTOBER, 2021, by and between the unit owners' association known as FOREST HILL VILLAGE OWNER'S ASSOCIATION, INC. (the "Association"), which is established in accordance with the laws of the State of WISCONSIN for the property known as FOREST HILL VILLAGE AT FOREST HILLS CIRCLE AND LEGEND DRIVE, FRANKLIN, WISCONSIN, (the "Property"), and HUNT MANAGEMENT INCORPORATED (the "Agent").

AUTHORITY OF THE AGREEMENT

The Board of Directors of the Association (the "Board"), on behalf of the Association, hereby appoints Agent to manage the Property, and Agent accepts appointment to manage the Property.
The parties further agree as follows:

Section 1 TERM OF AGREEMENT

The Board appoints Agent exclusively to manage the Property for a period of ONE YEAR, beginning JANUARY 1, 2022, and thereafter for periods of one year unless this Agreement is terminated as provided in this section or in sections 11 or 12. Either party may terminate this Agreement at the end of the initial term or at the end of any one-year renewal period provided that written notice is given to the other party on or before the sixtieth (60th) day prior to the expiration of the initial term or on or before the sixtieth (60th) day prior to the expiration of such one-year renewal period.

Section 2 SERVICES OF AGENT

Agent shall manage the Property to the extent, for the period, and upon the terms of this Agreement. Agent shall perform the following services in the name of and on behalf of the Association, and the Association hereby gives Agent the authority and powers required to perform these services.

2.1 COLLECTION OF ASSESSMENTS

Agent shall collect (and give receipts for, if necessary) all monthly and other assessments and other monies that are due the Association with respect to the Property and for all rental or other payments from concessionaires, if any. However, Agent shall have no authority or responsibility to collect delinquent assessments or other charges except to send notices of delinquency.

2.2 RECORDS OF INCOME AND EXPENDITURES

Agent shall maintain records of all income and expenses relating to the Property, and shall submit to the Association on or before the FIFTEENTH (15TH) day of the following month, a statement of receipts and disbursements for the preceding month, including a statement of the balance in the operating account for the Property.

2.3 PREPARATION OF ANNUAL BUDGET

NINETY (90) days prior to the beginning of each fiscal year, which begins on JANUARY 1ST. Agent shall prepare and submit to the Board a recommended Annual Budget for the next year showing anticipated income and expenses for such year.

2.4 SUBMISSION OF ANNUAL REPORT

Within THIRTY (30) days after the end of each fiscal year, Agent shall submit to the Association a summary of all receipts and disbursements relating to the Property for the preceding year. However, submission of such annual report shall not be construed to require Agent to supply an audit. Any audit required by the Association shall be prepared at the Association's expense by an auditor(s) of its selection.

2.5 MAINTENANCE OF COMMON ELEMENTS

Subject to the direction of the Board, at the expense of the Association and in accordance with the Association's approved budget, Agent shall cause the common elements of the Property to be maintained according to appropriate standards of maintenance consistent with the character of the Property, including BUILDING & GROUNDS MAINTENANCE & REPAIR, ETC.

2.6 EMPLOYMENT OF PERSONNEL

Agent shall hire, pay, negotiate collective bargaining agreements with (if necessary), supervise, and discharge whatever personnel may be required to maintain and operate the Property on behalf of the Association and in accordance with the budget, job standards, and wage rates previously approved by the Association. All such personnel shall be employees of the Association and not of Agent, and all salaries, taxes, and other expenses payable to or on account of such employees shall be operating expenses of the Property.

2.7 PAYMENT OF EMPLOYMENT TAXES

Agent shall, on behalf of the Association, execute and file all tax and other returns and do and perform all acts required of the Association as an employer under the Federal Insurance Contributions Act, the Federal Unemployment Tax Act, all applicable federal, state, and local income tax laws, and all other laws, regulations, and/or ordinances governing employment and payment of wages. Upon request, the Board shall promptly execute and deliver to Agent all necessary powers of attorney, notices of appointment, and the like. The Association shall supply all funds to pay any taxes.

2.8 UTILITIES AND SERVICES CONTRACTS

Subject to the direction of the Board and on behalf of the Association, Agent shall negotiate contracts for water, electricity, gas, telephone, and such other services as may be necessary or advisable for the common elements of the Property. Agent shall also purchase on behalf of the Association such equipment, tools, appliances, materials, and supplies as are necessary for the proper operation and maintenance of the Property. All such contracts and purchases shall be executed in the name of the Association by its Board of Directors and at its expense.

2.9 PAYMENT OF EXPENSES

From the funds of the Association, Agent shall pay all expenses of the Property, including taxes, building and elevator inspection fees, water rates and other governmental charges, and all other charges or obligations incurred by the Association or by Agent on behalf of the Association with respect to the maintenance or operation of the Property or pursuant to the terms of this Agreement or pursuant to other authority granted by the Board on behalf of the Association.

2.10 RECORDS OF INSURANCE

Agent shall maintain appropriate records of all insurance coverage for the Property carried by the Association as specified in paragraph 10.2. Agent shall cooperate with the Board in investigating and reporting all accidents or claims for damage relating to the ownership, operation, and maintenance of the common elements of the Property, including any damage or destruction to them.

2.11 OTHER SPECIFIC SERVICES OF AGENT

OTHER SERVICES TO BE NEGOTIATED AND MEMORIALIZED AS REQUIRED

Section 3 LIMITATION ON EXPENDITURES BY AGENT

In discharging its responsibilities under section 2 of this Agreement, Agent shall not make any unbudgeted expenditures or incur any nonrecurring contractual obligation exceeding \$500.00, without the prior consent of the Association through the Board. However, no such consent shall be required to repay any advances made by Agent under the terms of section 5. Notwithstanding these limitations, Agent may, on behalf of the Association and without prior consent of the Board, expend any amount or incur a contractual obligation in any amount required to deal with emergency conditions which may involve a danger to life or property or which may threaten the safety of the Property or the individual owners and occupants or which may threaten the suspension of any necessary service to the Property.

Section 4 AGENT NOT RESPONSIBLE FOR MAINTENANCE OF INDIVIDUAL UNITS

Agent shall have no authority or responsibility for maintenance or repairs to individual units in the Property. Such maintenance and repairs shall be the sole responsibility of the owners individually.

Section 5 DISPOSITION OF FUNDS

Agent shall, on behalf of the Association, deposit collections and pay expenses of the Property as stated below.

5.1 DEPOSIT OF COLLECTIONS

Agent shall deposit all monies collected on behalf of the Association in a bank or other financial institution whose deposits are insured by the federal government or such other depository as directed by the Association AND AGREED TO BY AGENT in writing. The funds of the Association shall at all times be maintained separate and apart from Agent's own funds and from the funds of any others. Agent's designees shall be the only parties authorized to draw upon such accounts (EXCEPTING THOSE ACCOUNTS DESIGNATED AS 'RESERVES' FOR WHICH DIRECTORS / OFFICERS SHALL BE SIGNATORIES). Agent shall not be held liable in the event of bankruptcy or failure of such depository. Such operating account shall not be required to bear interest.

5.2 PAYMENT OF EXPENSES

Agent shall pay all expenses of operation and management of the Property from the Association's funds held in account by Agent. Any amounts owed to Agent by the Association shall also be paid from such account.

5.3 AGENT NOT REQUIRED TO ADVANCE FUNDS

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

5.4 BONDING OF EMPLOYEES

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

Section 6 ATTENDANCE AT BOARD MEETINGS

Agent, or a designated employee or other representative of Agent, shall attend ONE regular meeting of the Board EACH MONTH and the Annual Meeting of the Association. SUCH ATTENDANCE SHALL BE LIMITED TO ONE HOUR BEYOND WHICH A MINIMUM \$100.00 PER HOUR CHARGE SHALL ACCRUE. Upon not less than SIX (6) DAYS notice, Agent or its designated representative shall attend ADDITIONAL meetings of the Board or of the Association as requested, provided that the Association shall pay Agent \$100.00 per hour for that individual's attendance at each meeting. Agent or its representative shall be custodian of the official records of the Board and the Association. HOWEVER, neither Agent nor its representative shall be required to record the minutes of such meetings. (SEE SECTION 9.3).

Section 7 ONE BOARD MEMBER TO DEAL WITH AGENT

The Board shall designate one of its members who shall be authorized to deal with Agent on any matter relating to the management of the Property. Agent shall not accept directions or instructions with regard to the management of the Property from anyone else. In the absence of any other designation by the Board, the President of the Board shall be deemed to have this authority. Board appoints THE VICE PRESIDENT as alternate should the President be unavailable. Agent may, but is not required to, submit any matter, direction, instruction or the like to the Board and shall then follow the direction of the Board.

Section 8 LIMITATION OF AGENT'S AUTHORITY AND RESPONSIBILITY

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

8.1 STRUCTURAL CHANGES

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

8.2 BUILDING COMPLIANCE

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

8.3 AGENT ASSUMES NO LIABILITY

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

Section 9 AGENT'S COMPENSATION

Agent shall be compensated for specific services as stated below.

9.1 FOR MANAGEMENT SERVICES

The Association shall pay Agent a management fee of \$3,360.00 per month. The management fee shall be paid monthly in advance. The management fee shall be adjusted annually upon approval by the Board of the Annual Budget, which adjustment shall be incorporated into this Agreement by reference. No further charge shall be made by Agent for Agent's services and other services of Agent's professional staff, except as otherwise expressly provided in this Agreement. Any clerical services performed for the Association, such as preparation and circulation of notices and newsletters and general correspondence of the Association, shall be at the Association's expense, including postage and other expenses.

9.2 FOR CONSTRUCTION, REMODELING, OR OTHER CONTRACTING SERVICES

TO BE NEGOTIATED AND MEMORIALIZED AS REQUIRED

9.3 FOR OTHER SERVICES

ADDITIONAL MEETINGS, SITE INSPECTIONS, AND APPEARANCES AT DEPOSITIONS, HEARING, TRIALS OR SIMILAR PROCEEDINGS ON BEHALF OF OR IN CONJUNCTION WITH AGENT'S SERVICE TO ASSOCIATION - \$100.00 PER HOUR.

Section 10 OBLIGATIONS OF THE ASSOCIATION

The Association shall insure the Property, Agent, and itself against liability and bear the expense of any and all litigation against the Property, Agent, and the Association as stated below. In addition, the Association shall provide for an initial deposit and contingency reserve and, through its Board, approve an Annual Budget for the Property.

10.1 SAVE AGENT HARMLESS FROM LIABILITY SUITS

The Association shall indemnify, defend, and save Agent harmless from all suits or other claims including, but not limited to, those alleging any negligence of Agent or its employees in connection with the Property or the management thereof and from liability for damage to property and injuries to or death of any employee or other person. The Association shall pay all expenses incurred by Agent including, but not limited to, all attorneys' fees, costs, and expenses incurred to represent Agent in regard to any claim, proceeding, or suit involving alleged negligence of Agent or its employees in connection with or arising out of the management of the Property.

10.2 ESTABLISH AND MAINTAIN LIABILITY INSURANCE

The Association shall carry at its own expense public liability, boiler, fire and extended coverage, elevator liability (if elevators are part of the equipment of the Property), and workers' compensation insurance, and such other insurance as may be necessary or appropriate. Such insurance policies shall name both the Association and Agent as ADDITIONAL INSURED, and their coverage shall be adequate to protect the interests of both parties and in form, substance, and amounts reasonably satisfactory to Agent. The Association shall provide Agent with certificates AND ADDITIONAL INSURED ENDORSEMENTS evidencing such insurance or with duplicate copies of such policies within TEN (10) days from the date of execution of this Agreement; or Agent may, but shall not be obligated to, place said insurance and charge the cost thereof to the account of the Association. Said policies shall provide that notice of default or cancellation shall be sent to Agent as well as to the Association and shall require a minimum of THIRTY (30) days' written notice to Agent before any cancellation of or changes to said policies. FURTHER, IT IS AGREED THAT THE ASSOCIATION'S INSURANCE COVERAGE SHALL BE PRIMARY AND AGENT'S INSURANCE COVERAGE SHALL BE NON-CONTRIBUTORY.

10.3 PAY ALL EXPENSES OF ANY LITIGATION

The Association shall pay all expenses incurred by Agent including, but not limited to, Agent's costs and time, any liability, fines, penalties or the like, settlement amounts, and attorneys' fees for counsel employed to represent Agent or the Association in any proceeding or suit involving any alleged or actual violation by Agent or the Association or the Board, or any combination of all of them, of any law or regulation of any governmental body pertaining to environmental protection, fair housing, or fair employment, including, but not limited to, any law prohibiting or making illegal discrimination on the basis of race, sex, creed, color, religion, national origin, family status, or mental or physical handicap. However, the Association shall not be responsible to Agent for any such expenses in the event Agent is finally adjudged to have personally, and not in a representative capacity, violated any such law. Nothing contained in this Agreement shall obligate Agent to employ legal counsel to represent the Board or the Association in any such proceeding or suit.

10.4 SAVE AGENT HARMLESS FROM LABOR LAW VIOLATIONS

The Association shall indemnify, defend, and save Agent harmless from all claims, investigations, and suits, or from the Association's or the Board's actions or failures to act, with respect to any alleged or actual violation of state or federal labor laws. The Association's obligation with respect to such violation(s) shall include payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, litigation expense, and attorneys' fees.

10.5 PROVIDE FOR INITIAL DEPOSIT AND CONTINGENCY RESERVE

Immediately on commencement of this Agreement, the Association shall remit to Agent the sum of \$5,000.00 to be deposited in the account(s) established for the Association pursuant to paragraph 5.1, such amount representing the estimated disbursements to be made in the first month, plus an additional sum of \$5,000.00 as a contingency reserve. The Association agrees to maintain this contingency reserve amount at all times and shall agree in writing to a new contingency reserve when such is required. The contingency reserve thus established is to enable Agent to pay obligations of the Association as they become due and is an amount separate from the reserve funds which accrue from assessments of individual unit owners.

10.6 APPROVE ANNUAL BUDGET

Within THIRTY (30) days of receipt of the recommended Annual Budget prepared by Agent, the Board shall either approve the budget as submitted or provide Agent with written notice setting forth those items which are unacceptable to the Board or provide agent with written notice advising Agent what additional information is required. Failure to provide such notice to Agent within said thirty (30) day period shall be deemed as approval

of the Annual Budget by the Board. Upon approval, Agent shall be authorized to operate and manage the Property in accordance with the Annual Budget.

Section 11 TERMINATION BY AGENT FOR CAUSE

Agent shall have the right to cancel this Agreement at any time in the event that any insurance required of the Association is not maintained without any lapse. Agent shall also have the right to cancel this Agreement at any time in the event it is alleged or charged that the Property or any equipment therein or any act or failure to act by the Board or the Association with respect to the Property or the sale, rental, or other disposition thereof or with respect to the hiring of employees to manage it fails to comply with or is in violation of any requirement of any constitutional provision, statute, ordinance, law, or regulation of any governmental body or any order or ruling of any public authority or official thereof having or claiming to have jurisdiction over it, and Agent in its sole and absolute discretion considers that the action or position of the Association or the Board with respect thereto may result in damage or liability to Agent, or disciplinary proceeding with respect to Agent's license. Agent shall provide written notice to the Association of its election to terminate this Agreement, in which case termination shall be effective upon the service of such notice.

Section 12 TERMINATION BY THE ASSOCIATION; CANCELLATION FEE

The Association OR AGENT may cancel this Agreement at any time on not less than SIXTY (60) days prior notice to Agent OR ASSOCIATION. THERE SHALL BE NO CANCELLATION FEE.

Section 13 ASSOCIATION RESPONSIBLE FOR PAYMENTS

Upon termination of or withdrawal from this Agreement by either party, the Association shall assume the obligations of any contract or outstanding bill executed by Agent under this Agreement for and on behalf of the Association and responsibility for payment of all unpaid bills. In addition, the Association shall furnish Agent security, in an amount satisfactory to Agent, against any obligations or liabilities which Agent may have properly incurred on the Association's behalf under this Agreement.

Agent may withhold funds FROM THE OPERATING ACCOUNT for ninety (90) days after the end of the month in which this Agreement is terminated, in order to pay bills previously incurred but not yet invoiced and to close accounts. Agent shall deliver to the Association, within ninety (90) days after the end of the month in which this Agreement is terminated, any balance of monies due the Association which were held by Agent with respect to the Property, as well as a final accounting reflecting the balance of income and expenses with respect to the Property as of the date of termination or withdrawal, and all records, contracts, leases, receipts for deposits, and other papers or documents which pertain to the Property.

Section 14 RELATIONSHIP OF AGENT TO THE ASSOCIATION

The relationship of the parties to this Agreement shall be that of Principal and Agent, and all duties to be performed by Agent under this Agreement shall be for and on behalf of, in the name of and for the account of the Association. In taking any action under this Agreement, Agent shall be acting only as Agent for the Association, and nothing in this Agreement shall be construed as creating a partnership, joint venture, or any other relationship between the parties to this Agreement except that of Principal and Agent, or as requiring Agent to bear any portion of losses arising out of or connected with the ownership or operation of the Property. Nor shall Agent at any time during the period of this Agreement be considered a direct employee of the Association. Neither party shall have the power to bind or obligate the other except as expressly set forth in this Agreement, except that Agent is authorized to act with such additional authority and power as may be necessary to carry out the spirit and intent of this Agreement.

Section 15 INDEMNIFICATION SURVIVES TERMINATION

All representations and warranties of the parties contained herein shall survive the termination of this Agreement. All provisions of this Agreement that require the Association to have insured or to defend, reimburse, or indemnify Agent shall survive any termination; and if Agent is or becomes involved in any proceeding or litigation by reason of having been the Association's Agent, such provisions shall apply as if this Agreement were still in effect.

Section 16 HEADINGS

All headings and subheadings employed within this Agreement are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement.

Section 17 FORCE MAJEURE

Any delays in the performance of any obligation of Agent under this Agreement shall be excused to the extent that such delays are caused by wars, national emergencies, natural disasters, strikes, labor disputes, utility failures, government regulations, riots, adverse weather, and other similar causes not within the control of Agent, and any time periods required for performance shall be extended accordingly.

Section 18 COMPLETE AGREEMENT

This Agreement, including any specified attachments, constitutes the entire agreement between the Association and Agent with respect to the management and operation of the Property and supersedes and replaces any and all previous management agreements entered into or/and negotiated between the Association and Agent relating to the Property covered by this Agreement. No change to this Agreement shall be valid unless made by supplemental written agreement executed and approved by the Association and Agent. Except as otherwise provided herein, any and all amendments, additions, or deletions to this Agreement shall be null and void unless approved by the Association and Agent in writing. Each party to this Agreement hereby acknowledges and agrees that the other party has made no warranties, representations, covenants or agreements, express or implied, to such party, other than those expressly set forth herein, and that each party, in entering into and executing this Agreement, has relied upon no warranties, representations, covenants or agreements, express or implied, to such party, other than those expressly set forth herein.

Section 19 RIGHTS CUMULATIVE; NO WAIVER

No right or remedy herein conferred upon or reserved to either of the parties to this Agreement is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given under this Agreement or now or hereafter legally existing upon the occurrence of an event of default under this Agreement. The failure of either party to this Agreement to insist at any time upon the strict observance or performance of any of the provisions of this Agreement, or to exercise any right or remedy as provided in this Agreement, shall not impair any such right or remedy or be construed as a waiver or relinquishment of such right or remedy with respect to subsequent defaults. Every right and remedy given by this Agreement to the parties to it may be exercise from time to time and as often as may be deemed expedient by those parties.

Section 20 APPLICABLE LAW AND PARTIAL INVALIDITY

The execution, interpretation, and performance of this Agreement shall in all respects be controlled and governed by the laws of the State of WISCONSIN. If any part of this Agreement shall be declared invalid or unenforceable, Agent shall have the option to terminate this Agreement by notice to the Association.

Section 21 NOTICES

Any notice required or provided for in this Agreement shall be in writing and shall be addressed as indicated below or to such other address as Agent or the Association may specify hereafter in writing.

21.1 TO AGENT

HUNT MANAGEMENT INCORPORATED
10520 N. BAEHR ROAD, SUITE Q
MEQUON, WI 53092
(OR LEGAL ADDRESS)

21.2 TO THE ASSOCIATION

President of the Board
(CURRENT LEGAL ADDRESS)

21.3.1 DELIVERY OF NOTICES

Notices or other communications between the parties to this Agreement may be mailed by United States registered or certified mail, return receipt requested, postage prepaid, and may be deposited in a United States Post Office or a depository regularly maintained by the post office. Such notices may also be delivered by hand or by any other receipted method or means permitted by law. For purposes of this Agreement, notices shall be deemed to have been "given" or "delivered" upon personal delivery thereof or forty-eight (48) hours after having been deposited in the United States mails as provided herein.

Section 22 AGREEMENT BINDING ON SUCCESSORS AND ASSIGNS

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

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have affixed or caused to be affixed their respective signatures this 20TH day of OCTOBER, 2021.

Board: FOREST HILL VILLAGE OWNER'S ASSOCIATION, INC.

BY Rebecca C. Carden TITLE President

BY Mary J. Kovacic TITLE V President

Agent: HUNT MANAGEMENT INCORPORATED

BY Greg S. Hunt TITLE PRESIDENT

FOREST HILL VILLAGE OWNERS ASSOCIATION, INC.

DISCLOSURE MATERIALS

SECTION F

ANNUAL OPERATING BUDGET



A Community Presence

December 1, 2025

TO: All Forest Hill Village Condominium Unit Owners

RE: **2026 Approved Budget**

For your review, use and file we have enclosed the 2026 Approved Budget, as adopted by the Board of Directors.

After reviewing the Association's financial status, the Board of Directors have resolved that your monthly condominium fees will need to be increased for the 2026 fiscal year to cover the rising costs of labor and materials as well as the condo insurance premiums. Your monthly condominium fees will be **\$320.00** per month, beginning **January 1, 2026**.

Please remember that monthly assessments are due on the first of each month and if not received by the 10th of the month a \$20.00 late fee must be charged. Please pay your monthly assessments in a timely manner.

If you are currently using coupons to pay your monthly fees you will soon be mailed a coupon book for your use in 2026. Please note: That a coupon is **not necessary** to make your payment, checks can be mailed directly to the Arlington Heights address listed below.

If you are paying via automatic withdrawal, we will continue to withdraw the monthly fee from your account in the same manner as was done in 2025. For those of you that have your bank pay your fees, please advise them to send checks to the following mailing address:

Forest Hill Village Condominiums
c/o Hunt Management, Inc.,
P.O. Box 1755
Arlington Heights, IL 60006-1755

As always, your Board of Directors and Hunt Management will continue their efforts toward maintaining and improving the financial and physical soundness of the Association and both thank you for your continued understanding and support. Should you ever have any questions about the Association's financial status, please do not hesitate to contact the undersigned.

Sincerely,
Hunt Management Incorporated, AAMC
Management Company for Forest Hill Village Condominium, Inc.
Jennifer Gannon, ARM, CAM
Portfolio Manager
JGannon@huntmanagement.com

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

huntmanagement.com
888-305-1071

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

FOREST HILL VILLAGE OWNERS ASSOCIATION
2025 INCOME & EXPENSE SUMMARY
AND 2026 BUDGET

ACCT #	BUDGET ITEM	BUDGET 2025	ACTUAL 9/30/25	PROJECTED 2025	BUDGET 2026
INCOME					
60100	MONTHLY ASSESSMENT	677,040	510,365	677,040	698,880
60150	PREPAID ASSESSMENTS	0	-2,990	-2,990	0
60200	INTEREST / DIVIDENDS	16,000	17,361	18,000	22,000
60400	LEGAL REIMBURSEMENT	200	2,967	2,967	3,000
60500	LATE CHARGES	0	1,977	2,200	0
60600	INSURANCE PROCEEDS	0	0	0	0
60700	OTHER INCOME	0	6,156	6,156	0
60850	TRANSFER FEES	600	1,100	1,100	1,500
60900	SPECIAL ASSESSMENT	0	0	0	0
61000	RENTAL ADMIN. FEE	0	0	0	0
61500	FROM RESERVE (**)	0	82,374	82,374	0
	TOTAL	693,840	619,330	786,847	725,380
EXPENSES					
80000	Lot 31 Taxes	725	0	0	0
80100	ELECTRICITY	350	672	896	1,000
80200	WATER / SEWER	92,000	54,273	72,364	92,000
81000	GENERAL MAINTENANCE	12,000	22,739	23,000	25,000
80125	GENERAL MAINT - MATERIALS	3,000	704	704	2,000
81050	GENERAL MAINT. - LABOR	800	0	0	0
81075	PAYROLL TAXES	25	0	25	25
81025	General Maint - Golf Cart				300
81100	CONCRETE (**)	14,500	0	0	42500
81200	ASPHALT REPAIR	0	0	0	14500
81300	ROOF REPAIR	12,000	7,700	8,000	15000
81400	PAINTING	5,000	14,550	14,550	11500
81500	FOUNDATIONS	2,000	0	0	7500
81600	MAILBOXES, FENCES & DECKS	2,500	0	0	2500
81700	BALCONIES (**)	0	0	0	0
82000	LAWN	83,000	41,848	83,380	87,844
82100	SNOW	70,000	44,269	65,000	73,210
82200	LANDSCAPE / SHRUBS	7,500	-6,316	12,500	5000
82250	RETAINING WALL (**)	0	0	0	0
82300	TREE PRUNING	13,000	13,519	13,519	15000
82350	TREES	0	0	0	0
82400	TREE TREATMENTS	0	0	0	0
82500	DRAINAGE IMPROVEMENTS	6,000	0	0	3000
83000	MISC. ADMINISTRATIVE	500	25	25	500
83100	POSTAGE / PRINTING	3,000	4,351	4,500	5000
83200	ACCOUNTING	300	195	195	300
83300	LEGAL	3,000	1,795	2,500	3000
83400	MANAGEMENT	47,611	35,708	47,611	49039
83500	PROFESSIONAL	300	0	300	300
84000	INCOME TAX	1,000	5,127	5,127	6000
84050	REAL ESTATE TAX	0	2,499	2,499	2600
84100	INSURANCE PREMIUM	51,881	42,893	51,881	59396
84200	INSURANCE APPRAISAL	0	0	0	0
85000	ROOF REPLACEMENT (**)	32,000	46,570	46,570	32000
85100	ASPHALT REPLACEMENT (**)	72,750	105,850	105,850	25000
85200	ASPHALT SEALING	0	0	0	34000
85300	SIDING REPAIR (**)	5,000	0	0	25000
85400	BRICK MOLDING	1,000	0	0	1000
85500	TUCKPOINTING / MASONRY	3,500	0	0	3500
86000	ELECTRIC SERVICE PANELS	0	0	0	0
87000	TO RESERVE	147,598	114,198	147,598	80,866
87500	RESERVE STUDY	0	0	0	0
88000	CONTINGENCY	0	0	0	0
88500	INTEREST OFFSET	0	0	0	0
89000	INSURANCE CLAIM DISB.	0	0	0	0
	TOTAL	693,840	553,170	708,594	725,380
	VARIANCE	0	66,160	78,253	
	OPERATING FUND			89,298	
	RESERVE FUND / MMA	1,004,204		942,472	
	MONTHLY ASSESSMENT	310			320
	(**) FUNDED BY RESERVE	124,250			

FOREST HILL VILLAGE OWNERS ASSOCIATION, INC.

DISCLOSURE MATERIALS

SECTION G

RULES & REGULATIONS

Forest Hill Village
Owner's Association Inc.

Rules and Regulations

Revised March 22, 2016
Formatted October 21, 2015

PREFACE

This booklet contains the Rules & Regulations adopted by the Board of Directors of Forest Hill Village Owner's Association, Inc. These Rules & Regulations, together with the Bylaws and Articles of Incorporation of the Association and the Declaration of Condominium of Forest Hill Village Condominiums, govern the use and occupancy of the Condominium and the business of the Association. Each Unit Owner, Occupant, or Guest is subject to the Rules and Regulations herein.

The Rules and Regulations consist of certain rules regarding the use of the Condominium, the procedures of the Association and rights and remedies in the event of a breach of a Rule. We strongly encourage you to read these Rules and to participate in future Rule-making decisions. The Rules are adopted for the benefit of all Association members by your elected representatives.

If there is any question regarding the meaning of any Rule or whether your actions will cause a breach, please contact your Association officers before you act. Remember, Forest Hill Village is a community of people; courtesy and consideration are at the heart of these Rules.

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Division of Responsibilities

1. Definitions

- 1.1. **Owner.** The person(s) or entity which holds the legal or equitable title to a Unit in Forest Hill Village Condominiums. When more than one person or entity shares such title, the term Owner shall apply to each of them.
- 1.2. **Resident.** Any person who temporarily or permanently occupies a unit, whether as Owner, Tenant, Relative of an Owner or otherwise.
- 1.3. **Incorporated Definitions.** Each term below is defined in the Declaration of Condominium or Bylaws of the Association and is incorporated herein:
 - A. Association
 - B. Board of Directors
 - C. Member
 - D. Declaration
 - E. Condominium
 - F. Unit
 - G. Common Elements
 - H. General Common Elements
 - I. Limited Common Elements
 - J. Bylaws
 - K. Building
 - L. Declarant
 - M. Building – limited common elements
 - N. Unit – limited common elements
- 1.4. **Rules & Regulations.** These rules and regulations together with the declaration of condominium filed 3/14/80 & Chapter 703, Wisconsin Statutes and all amendments thereto, together with additional rules and regulations from time to time passed by the Board of Directors shall govern and control the condominium association.

2. Parking

Revised and adopted by the Board of Directors on January 18, 2006.

- 2.1. The provisions of the Declaration and Bylaws are incorporated herein.
- 2.2. All vehicles must be parked in a designated and/or assigned parking area. Designated parking areas shall consist of guest parking areas and specific reserved parking areas. Assigned parking areas shall consist of individual Unit garages and the space(s) directly in front of and appurtenant to individual garage doors.
- 2.3. Vehicles in excess of five-thousand (5,000) pounds shall not be allowed on the common area of the condominium.
- 2.4. Vehicles shall not occupy, park upon or otherwise block, restrict the access to or exit from another Unit or the approach thereto.
- 2.5. Maintenance or lubrication of any vehicle shall not be permitted. Maintenance shall include major repair work but shall not include minor work necessary to enable the vehicle to leave the parking area. Any costs incurred by the Association for cleaning and or, maintenance of pavement, legal fees, replacement of property or disposal of any items associated with vehicle "maintenance" will be assessed to the unit Owner.
- 2.6. Any motorized vehicle which is inoperable shall be deemed illegally parked, and if not removed within three (3) days will be subject to removal at owner's expense and ultimate sale for any actual towing and storage charges. An inoperable vehicle includes one that cannot be legally operated according to Wisconsin Statutes.
- 2.7. Unlicensed vehicles are not to be parked on the common area of the Condominium.
- 2.8. Boats, campers, or recreational vehicles are not to be parked on common area of the Condominium for more than twenty-four (24) hours without the written permission of the Board of Directors.
- 2.9. Parking in front of garages other than your own is not allowed without prior express consent the owner.
- 2.10. Mini-bikes, go-carts and any other unlicensed motorized vehicles are not to be operated on the common area of the Condominium. Grounds maintenance vehicles or other vehicles authorized by the Board of Directors are exempt.
- 2.11. Vehicles belonging to owners or permanent residents may not be parked in designated guest parking areas.
- 2.12. Vehicles shall not contain "for sale" signs while parked on the common areas of the Condominium.

- 2.13. Vehicles licensed as trailers, vans, trucks, campers, camping trucks, house trailers, boats, boat trailers, motorcycles, snowmobiles, or land vehicles used for commercial purposes or containing advertising or the like shall not be stored, parked or placed on the common area of the Condominium.
- 2.14. Vehicles shall not operate on or be parked on grassy or landscaped areas. Repair or replacement of damaged areas will be assessed to the vehicle owner and/or unit owner.

3. Pets

Revised and adopted by the Board of Directors on August 20, 2008.

- 3.1. No animals, reptiles or birds shall be permitted within the Condominium except that a single pet (herein called the "permitted pet"), either a domestic dog of a maximum dimension in height of sixteen (16) inches (*), cat or bird, may be kept in any of the Units on the Condominium.

(*) Sixteen (16) inches as measured from the ground to the top of the withers, being understood to mean the highest point of the shoulder immediately behind the neck of the dog commonly used by the American Kennel Club.

- 3.2. No permitted pet can be kept, bred, or maintained for commercial purposes.
- 3.3. A permitted pet shall not be allowed at large and shall be under the control of a person when outside the Unit of the owner and shall be walked only in designated open areas, and all droppings must be picked up and disposed of by the person in control of such pet.
- 3.4. Any permitted pet which is a cat shall be neutered and declawed.

4. Health and Safety Restrictions

- 4.1. The provisions of the Declaration and Bylaws are incorporated herein.
- 4.2. Cleanliness of the common areas is the responsibility of all residents.
- 4.3. Use or practice shall not be allowed on the Condominium which:
 - a. is a nuisance, or
 - b. is immoral or improper or offensive in the opinion of the Board of Directors, or requires any alteration of or addition to any Common Elements, or
 - c. is in violation of the Bylaws or these Rules and Regulations, or
 - d. unreasonably interferes with or is an unreasonable annoyance to the peaceful possession or proper use of the condominium by other owners or residents, including the use of musical instruments, television, or radios at such times or in such volumes of sound as to be objectionable.
- 4.4. All grills must be used with covers so as to minimize the escape of smoke or fire while cooking. No grill shall be unattended by its owner while cooking. No cooking shall be allowed on the Common Elements other than concrete patio areas.
- 4.5. Broken windows or doors must be replaced or repaired at the expense of the owner within three (3) days and with materials and workmanship substantially equivalent to its prior condition.
- 4.6. Any damages to the Common Elements for which an Owner is responsible shall be repaired or replaced by the Association and the cost thereof assessed to such Owner pursuant to the Declaration.
- 4.7. Approval by the Association of any changes to any Unit or the Common Elements, whether or not required, shall not relieve the Owner or Resident from the requirement of the City of Franklin or State of Wisconsin Building Codes or other statutes and ordinances which are applicable.
- 4.8. Each Unit shall be occupied and used only for private dwelling purposes and for no other purposes. No trade or business shall be carried on anywhere within the Condominium, except as otherwise provided herein or in the declaration.

5. Building and Grounds

Revised and adopted by the Board of Directors on June 18, 2008, April 18, 2012 and March 1, 2016.

- 5.1. The provisions of the Declaration and Bylaws are incorporated herein.
- 5.2. Awnings shall not be erected on a balcony.
- 5.3. Gardens shall be maintained at the discretion of the Board of Directors of the Association.
- 5.4. Antennas for television or aerials for radios shall not be erected on the roof or any other portion of the Condominium, except community antennas or cable receivers erected by the Association or any individual antennas erected or installed with the prior consent of the Board of Directors. No structure, trailers, tent, shack or barn, temporary or otherwise, shall be placed or maintained on any portion of the Condominium nor shall any clothes hangers or clothesline be placed or maintained within or on the Condominium.
- 5.5. Articles are not to be hung on, over, or about any patio or balcony.
- 5.6. There shall be no advertisements or posters of any kind posted or displayed in or on the condominium property, except as may be permitted by the Declaration and State Statutes.
- 5.7. An owner of a Unit shall make no changes within such Unit which will affect the structural soundness of the Building of which it is a part and shall promptly report to the Association any need for repairs.
- 5.8. Unit owner shall not paint, decorate or alter the appearance of the Common Elements without the consent of the Board of Directors. No enclosures or storm doors or windows will be installed on the patios or balconies unless approved by the Board of Directors. No grills shall be used or stored on patios or balconies unless they are of the type using a cover in place while in use. Patios and balconies shall not be used for storage, including the storage of motorcycles, baby carriages, bicycles, wagons, etc, or for handling, shaking or drying of laundry, carpet, rugs or clothing.
- 5.9. Owners shall not cause or permit the Common Elements, except the Unit Limited Common Elements, to be so used as to deny to other owners the full use of such portion of the Common Elements.

- 5.10. The unreasonable or unsightly accumulation of waste, litter, excess or unused building materials or trash is prohibited, and garbage containers shall be situated only in designated locations. No materials shall be consumed by fire in incinerators, open fires or elsewhere except for fireplaces.
- A. All household refuse and recyclables shall be kept in the garage until 7:00 pm on the day prior to the day of pick-up, following which time they shall be placed by the street.
 - B. Foodstuff refuse shall be placed in securely closed, tie-type plastic bags prior to placing same by the street.
 - C. Recyclables shall be placed in appropriate recycling containers. Care shall be taken to secure recycling material in the container so it does not blow out and litter the grounds.
 - D. Unit Owners shall be responsible for cleaning up refuse, recyclables and litter from torn bags and opened containers.
- 5.11. The owner of a Unit shall not be deemed to own any supply lines, waste lines, pipes, wires, conduits, or public utility lines running through the Unit which are utilized for or serve more than one Unit, except as a tenant in common with the other Unit owners.
- 5.12. If any portion of the Common Elements encroaches upon a Unit, or any Unit encroaches upon the Common Elements, or upon any other Unit, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. If any Building is partially or totally destroyed and then rebuilt, minor encroachments of parts of the Building - Limited Common Elements due to construction shall be permitted and a valid easement or such encroachments and the maintenance thereof shall exist from the owner of Units in such building.
- 5.13. Each Unit shall be used only for such purposes and to such extent as will not overload or interfere with any Common Elements or the enjoyment thereof by the owners of other Units.

5.14. A Unit owner or an occupant shall not commit or permit any violation of the policies of insurance taken out by the Board of Directors, or do or permit anything to be done, or keep or permit anything to be kept, or permit any condition to exist, which might

1. result in termination of any such policies,
2. adversely affect the right or recovery thereunder,
3. result in reputable insurance companies to refuse to provide insurance as requested, or
4. result in an increase in the insurance rate or premium.

If the rate of premium payable with respect to the policies of insurance taken out by the Board of Directors, or with respect to any policy of insurance carried independently by any Unit owner in any Building, shall be increased or shall otherwise reflect the imposition of a higher rate than that applicable to the lowest-rated Unit in such Building

- a. by reason of anything that is done or kept in a particular Unit, or
- b. as a result of the failure of any Unit owner or occupancy of a Unit to comply with the requirements of the policies or insurance taken out by the Board of Directors, or
- c. as a result of the failure of any such Unit owner or occupant to comply with any of the other terms and provisions of the Declaration, the Bylaws or Rules and Regulations,

then the Unit owner of that particular Unit shall reimburse the Association and such other Unit owners respectively for the resulting additional premiums which shall be payable by the Association or such other Unit owners, as the case may be. The amount of any such reimbursement due the Association may without prejudice to any other remedy of the Association be enforced by assessing the same to that particular Unit pursuant to the Bylaws.

5.15. Estate, rummage, chattel or similar sales and related signage is prohibited without prior written approval of the Board of Directors.

6. Committees

6.1. There shall be the following Committees:

- A. Architectural & Grounds**
- B. Social**
- C. Grievance (Rules and Regulations)**
- D. Financial Committee**

Committees shall consist of such members as are appointed from time to time by the Board of Directors, but not to exceed 5 on any Committee. Members shall serve until they

- 1. are removed by the Directors or
- 2. resign.

In addition, the Board of Directors shall designate at least one of its members to sit on each Committee.

6.2. Committees shall meet from time to time and report to the Association officers and Board of Directors. Except as set forth in these Rules, Committees may organize and operate as they desire. All meetings thereof shall be announced in advance and open to owners and residents, except as set forth in section 9 hereof. Committees shall have no authority to expend Association funds except as authorized by the Board of Directors.

6.3. The general duties of each Committee are set forth below:

- A. **Architectural and Grounds** – responsible for review of equipment and other purchases affecting Common Elements; security and maintenance and repair to Common Elements, including snow removal, landscaping, and is responsible for hearing requests for changes to Units or Common Elements which require approval of Association or Board of Directors.
- B. **Social** – responsible for newsletter; preparation for member meetings or social events.
- C. **Finance** – responsible for assistance in development of annual budget; review of expenditures; hiring of counsel and accountants, and is responsible for assistance to management company and auditing thereof, actual collection and disbursement of all collected funds.
- D. **Grievance** – responsible for dispute resolution process and hearing after a breach of these Rules.

The above duties are not to be deemed all inclusive, but only general descriptions.

- 6.4. Decisions or recommendations of any Committee are advisory only. The Board of Directors retains the obligation to make final decisions.
- 6.5. No Committee member shall receive remuneration of acting as such from the Association, any Member, Owner, Resident or other, except reimbursement for expenditures previously authorized by the Board of Directors.
- 6.6. Committee members shall not participate in any decision in which such member has an interest other than a general interest as an Owner or Resident.
- 6.7. The President may appoint such ad hoc committees as he may deem to be advisable provided that the duties and term thereof shall be specifically set forth and such committees shall be bound by these Rules.

7. Architectural Control

Revised and adopted by the Board of Directors on August 18, 2010.

- 7.1. The provisions of the Declaration and Bylaws are incorporated herein.
 - 7.1.5. Any and all exterior changes, alterations, additions, replacements or improvements to or visible from the common elements, limited common elements or Units shall require the prior approval of the Board of Directors. Said changes, etc. shall include but not be limited to windows, entrance doors, garage doors, patios, balcony decks, fences, landscaping, satellite dishes, antennas, etc.
- 7.2. If any Owner or Resident desires to take an action which would require the approval of the Association or the Board of Directors, the matter shall be submitted in writing to the Architectural Committee.
- 7.3. Such submission shall contain in reasonable detail the nature of the change and material specifications thereof, the cost thereof, the names of parties to perform the work and details of its effect on the structural quality of the Building and aesthetics of the Condominium.
- 7.4. The Committee shall hold a meeting at a reasonably prompt date to which any interested Owner or Resident may attend.
- 7.5. The Committee shall either approve or reject the matter within ten (10) days after the meeting. A request for further information or a change in plans shall be deemed a rejection. The Committee shall refer to the Board of Directors any matter recommended for final approval. Any matter not recommended for approval may be appealed to the Board of Directors by the applicant. Failure of the Committee to act in the ten (10) day period shall be deemed a recommendation for rejection.
- 7.6. The Committee may decline to recommend approval if, in its opinion, the submission lacks sufficient detail to enable the Committee to reach a decision, or the Committee believes that the change will adversely affect the structural integrity of the Building, or the change is not aesthetically in harmony with the condominium.
- 7.7. The Committee may set reasonable general guidelines with respect to the qualification for materials used.
- 7.8. The Committee shall not be responsible for the purchase or contracting for any materials or work.

8. Enforcement Procedures

Revised and adopted by the Board of Directors on January 18, 2006.

- 8.1. Violations may be reported by any unit owner or resident to:
 - A. The Franklin Police Department, if the violation is an infraction of a City Ordinance.
 - B. To the Managing Agent of Forest Hill Village Owners Association, Inc.
- 8.2. If a violation is reported to the Managing Agent of Forest Hill Village Owners Association, Inc. same must be in writing and must contain the following:
 - A. Name of offender and address, if known.
 - B. Violation observed and brief description thereof.
 - C. Time and place of occurrence or, if a continuing violation the time or times of observance of the occurrence.
 - D. Name, address, and phone number of the reporting Unit Owner or Resident.
 - E. Upon receipt of a complaint the Managing Agent shall attempt to resolve the matter by:
 1. Obtaining voluntary correction of the violation, and/or
 2. Obtaining voluntary payment of the appropriate fine as per the schedule of fines from time to time prescribed by the Board.
 3. Any other solution agreed to by the complainant and the person complained of.
 4. If the Managing Agent is unable to resolve the matter, the matter shall be submitted to the Board of Directors whose decision shall be final.

8.3. Compliance And Default

- A. Unit Owners Subject to Act, Declaration, Bylaws and Rules and Regulations. All Unit Owners shall be governed by and shall comply with the provisions of the Condominium Act, the Declaration, the Bylaws, and these Rules and Regulations, as any of the same may be amended from time to time. A default by a Unit Owner shall entitle the Unit Owners' Association or Declarant to the relief as provided in this Article.
- B. **Fines.** The Board of Directors may levy (by majority vote of the Board) reasonable fines against Unit Owners for violations of the Condominium Act, the Declaration, the Bylaws, or these Rules and Regulations by the Unit Owner, his or her family members, guests, invitees, employees and/or agents. No fine may be levied for more than one percent (1%) of such Unit Owner's annual assessment for any one violation; but each day a violation continues after notice is given to the Unit Owner is a separate violation. If a Unit Owner requests in writing a hearing before the fine is imposed, the imposition of the fine shall be suspended until hearing before the Board of Directors is held, provided that the fine shall continue to be construed as a lien on the unit. Fines are special assessments and shall be collectible as such.
- C. **Legal Proceedings.** An action to recover any sums due for assessments, money damages, injunctive relief, foreclosure of the lien for payment of assessments, any other relief provided for in the Declaration, the Bylaws, these Rules and Regulations, or any combination, and any other relief afforded by a court, may be sought by the Association, and shall not constitute an election of remedies.
- D. **Costs and Attorneys' Fees.** In any proceeding arising out of any alleged default by a Unit Owner (whether filed in Court or not), the Association, if successful, shall be entitled to recover the costs of the proceeding, and such reasonable attorneys' fees.

- E. **No Waiver of Rights.** The failure of the Unit Owners' Association to enforce any right, provision, covenant, or condition which may be granted by the Condominium Act, the Declaration, the Bylaws, or these Rules and Regulations shall not constitute a waiver of the right of the Unit Owners' Association to enforce such right, provision, covenant or condition in the future. All rights, remedies, and privileges granted to the Unit Owners' Association pursuant to any term of the Declaration, the Bylaws, or these Rules and Regulations shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies. A suit to recover a money judgment for unpaid assessments shall be maintainable without foreclosure or waiving the lien securing the same, and foreclosure shall be maintainable notwithstanding the pendency of any suit to recover a money judgment.
- F. **Grievance Procedure.** Following an action by the Board of Directors taken under this Section, the Unit Owner against whom the action was taken may file a written appeal with the Secretary of the Association. Upon receipt of an appeal, the President of the Unit Owners' Association shall appoint the Grievance Committee. The Grievance Committee shall consist of three Unit Owners who are not members of the Board of Directors, relatives of the complaining Unit Owner, or persons otherwise interested in the matter. A hearing shall be conducted by the Grievance Committee within fourteen (14) days of the complaint. The hearing shall be informal. The Grievance Committee may uphold the action of the Board of Directors, annul the action of the Board of Directors, and/or take any action authorized by this Section. Within seven (7) days of the hearing, the Grievance Committee shall file a written decision with the Secretary and serve it on the complaining Unit Owner. The decision of the Grievance Committee shall be binding upon all parties effective as of the date it is served on the complaining Unit Owner. Any fines or assessments imposed by the Board of Directors shall remain a viable lien during the grievance procedure.

9. Grievance Rules and Procedures (*Withdrawn*)

This section was removed by the Board of Directors on January 18, 2006 and added to Enforcement Procedures section 8.3 (F).

10. Payment of Assessments

Revised and adopted by the Board of Directors on June 18, 2008.

- 10.1. Unless otherwise specifically set forth by resolution, all common expenses shown in the annual Association budget shall, be due and payable in twelve (12) equal installments on the first day of each month. Special Assessments shall be payable thirty (30) days after the date of such assessment unless otherwise specifically set forth by resolution.
- 10.2. Under the Declaration and Bylaws, the Board and officers of the Association do not have discretion to allow Owners to make late payments. They are required to charge interest and Board policy further requires an administrative fee of \$20.00 per month for each month on any assessment of installment paid more than ten (10) days late and may, as the Board of Directors deems appropriate, file a statement of condominium lien against a Unit or suspend the Owner's right to vote in Association matters until paid.
- 10.3. The Declaration and Bylaws provide that the condominium lien shall also secure the payment of Association legal fees in connection therewith. The Owner against whom the lien is filed shall, in addition thereto, be assessed an additional \$25.00 to defray the collection expense of the Association.

11. Non-Owner Occupied Units

- 11.1. The Board of Directors reserves the right to collect a non-refundable lease and administration fee from any owner who elects to rent or lease their unit to any party besides the owner. The amount to be collected for the lease administration fee shall be a minimum of \$2,500 annually, but may be changed from time to time at the discretion of the Board of Directors. This section applies to all non-owner occupied units. This rule is effective January 1, 1997.
- 11.2. The owner shall be responsible for violations of the rules and regulations by renters and/or guests of any renter. The non-refundable lease administration fee is chargeable for services to be rendered by the Association in the form of (but not to be limited to) approving the leasehold agreement, reviewing the application to lease and to note the occupancy of the subject unit.
- 11.3. Any owner may lease a unit for a term not less than twelve (12) months. Any person occupying a Unit with the authority of any owner shall comply with all of the restrictions, covenants and conditions imposed hereunder on an owner. No rooms in any unit may be rented and no transient tenants may be accommodated. No Unit owner may subdivide their Unit.
- 11.4. All owners must register renters with the Board of Directors listing names and ages of all residents and listing all vehicle information required of any renter by the Board of Directors.

12. Amendments: Official Book

- 12.1. Amendments hereto or further Rules may be made at any time by a majority vote of the Board of Directors. Such amendments or Rules shall be effective prospectively only and may take effect at a time stated after the passage thereof. No additions or amendments to these Rules is effective unless a copy thereof is placed in an official Rule Book which is to be kept by the Secretary in the Association office. The Board shall in writing invite the opinions of Owners prior to passage of any amendment or addition to these Rules and shall make reasonable effort to publicize the same in writing.
- 12.2. It is the responsibility of each Owner or Resident to be familiar with these Rules and to ensure the compliance thereof.
- 12.3. A portion of the official Rule Book shall be set aside to record committee reports and decisions.
- 12.4. Board of Directors from time to time will set an amount that can be charged for additional copies of the Rules & Regulations.

13. Antennas

Adopted by the Board of Directors in January 2001.

- 13.1. The Declaration provides that no antennas may be placed on the Condominium anywhere outside of a Unit. A regulation of the Federal Communications Commission adopted in 1998 (the "FCC Regulation"), however, supersedes the Declaration in some respects. The Association's responsibilities include protection of the Common Elements of the Condominium and preservation of the aesthetic quality and value of the Condominium and its components. Accordingly, the Association must balance these obligations with the requirements of the FCC Regulation. This Rule is intended to give guidance to Owners and Occupants as to how the Declaration and the FCC Regulation Will interact with each other.
- 13.2. An Owner or Occupant may install an individual television reception antenna not greater than one meter in diameter or a traditional stick-type antenna (an "Antenna", without regard to type) only on the following conditions:
 - A. The Antenna will be installed only on a balcony, balcony railing or patio that is defined as a part of the Unit Limited Common Elements.
 - B. No part of the Antenna or any device connected to the Antenna may extend beyond the balcony railing or patio line or be placed on or in any Building Limited Common Elements or any General Common Elements. By way of example of this condition, but without limiting the condition to these examples,
 1. the Building Limited Common Elements include the structural portions of the Buildings, so no part of the Antenna or any device may be affixed to the sides, soffits, roof or any other portion of the Building itself, and
 2. the General Common Elements also include the grounds which are outside of paved patio areas, so no part of the Antenna or any device may be maintained on the grounds.
 - C. No holes may be drilled in any exterior wall, roof, window or balcony railing.
 - D. The installation of the Antenna must be done in a professional manner in compliance with all building codes and regulations of the City of Franklin and the State of Wisconsin.
 - E. The Antenna must be a stand alone system that does not splice into any existing wires or cables of the Building.

- F. The Antenna cannot serve more than one Unit.
 - G. The Owner and Occupant must maintain the Antenna in good and working condition so that it does not become a danger to the safety of other persons or the Building Limited Common Elements or General Common Elements.
 - H. The Antenna may only be installed after submitting plans and specifications to the Board and receiving written approval from the Board. The plans and specifications are not intended to require the stamp of an engineer or architect, but are expected to be detailed enough for the Board to be able to determine from them that the other requirements of this Rule will be satisfied. The Board may delegate this authority to a Buildings and Grounds or other committee. The Board may charge a fee for review of plans and specifications not to exceed \$5.00. At the time of receiving written approval, the Owner or Occupant must sign a copy of this Rule to indicate that the Owner or Occupant has read and understands the provisions of this Rule. Upon approval and or prior to installation the Owner or Occupant shall deposit with the Association a security deposit of \$200.00 as security for the prompt and faithful performance of the covenants and provisions of this Rule.
 - I. Permission is terminated, without notice, if
 - 1. there is a breach of any of the conditions in this Rule, or
 - 2. the Antenna is removed or destroyed (in other words, a replacement Antenna will require a new written permission. Permission continues to the next Owner or Occupant of a Unit with an Antenna, but the new Owner or Occupant must continue to comply with the conditions of this Rule.
 - J. The Owner or Occupant must submit evidence of the insurance described in paragraph (13.4) below by the time of installation of the Antenna and upon the renewal or replacement of each policy. The policy must name the Association as an additional insured with regard to this coverage.
 - K. When the Owner or Occupant desires to remove the Antenna, the Owner or Occupant must do so in compliance with all laws and regulations, and must remove completely the Antenna and all accessory wiring and cables and restore any damage caused during removal.
 - L. All installation, repair, removal or other costs associated with the Antenna must be paid solely by the Owner or Occupant.
- 13.3. The Owner or Occupant alone must carry adequate insurance to cover the Antenna. The Antenna will not be covered by Association Insurance.

- 13.4. The Owner or Occupant installing or maintaining the Antenna will indemnify and hold harmless the Association and its contractors and employees from any and all claims, damages, liabilities and expenses, including attorneys fees, related directly or indirectly to the installation, existence, use, maintenance, repair, removal or replacement of the Antenna. The Owner's or Occupant's insurance must include coverage over third party claims with respect to the indemnification obligations.
- 13.5. The Association may impose additional aesthetic requirements, such as screening of the Antenna. Owners and Occupants are reminded that they live in a community, close by to other Owners, and that the value of all Units depends in part on the aesthetics of each Unit and its Limited Common Elements. Accordingly, each Owner and Occupant is urged to use common sense and to exercise neighborliness in the placement and screening of Antennas.
- 13.6. If there is a breach of any condition in this Rule, or if permission otherwise expires as provided above, the Association may require removal of the Antenna upon not less than ten (10) days written notice to the Owner or Occupant (or such lesser period of time or without notice, as is reasonable under the circumstances, in the event of a condition which is dangerous to the health or safety of other persons or the Building Limited Common Elements the General Common Elements). If the Antenna is not removed within such period, the Association may enter the Unit and Limited Common Elements for the purpose of removing the same.
- 13.7. The costs of taking action under paragraph (13.6) and the costs of any other action to enforce this Rule, including attorney's fees, may be assessed against a Unit or the Unit Owner, or both, as a special assessment.
- 13.8. If the Association ever installs a community or common antenna system, this Rule will apply only to Units which are not served by that system.
- 13.9. This Rule is adopted under the rule making authority of the Board as set forth in the Declaration. Capitalized terms used in this Rule and not defined in this Rule will have the same meanings as those terms have in the Declaration.

14. Division of Responsibilities

Adopted by the Board of Directors on February 19, 2014.

14.1. General summary of responsibilities:

A. Unit Owner Responsibility

1. Unit interiors including electrical, plumbing and heating/cooling systems, walls, ceilings, carpeting, cabinets, fixtures, appliances.
2. All windows and glass doors.
3. All doors including garage doors.
4. Decks, balconies (except balcony support joists), patios and garage slabs. (Including snow & ice removal)
5. Individual exterior electrical outlets and light fixtures.
6. Individual, interior pest control.
7. Individual gas, electric, phone and cable TV service.
8. Individual landscape areas and plantings adjacent and appurtenant to the individual Unit.

B. Association Responsibility

1. Balcony support joists.
2. Grounds e.g. lawns, landscape, retaining walls, and fences.
3. Asphalt drives and parking areas, sidewalks, stoops.
4. Building siding, trim, gutters, roofs, foundations.
5. Common sump pumps, utility lines, master antenna and alarm systems.
6. Common Area pest and rodent control (as determined by Board of Directors.)
7. Mailboxes and stands.
8. Hose Spigots.

C. Change Control. All exterior additions, alterations, replacements or improvements require prior approval.

- 14.2. Specific division of responsibilities regarding buildings and common elements:
- A. Owners are responsible for the repair, replacement, and winter maintenance of the patio. This includes mudjacking and salting. The sidewalks are the association's responsibility. The board of directors must approve the replacement of a patio prior to work beginning.
 - B. Owners are responsible for the repair, replacement and painting of the garage doors. If the door is replaced, it must be in the same style and color as the one removed or similar to the adjacent garage doors of the same building.
 - C. Owners are responsible for the replacement or repair of decks and balconies except for the substructure or beams. This will be the association's responsibility. The board of directors must approve the replacement of a deck or balcony prior to work beginning.
 - D. Owners are responsible for the repair or replacement of windows and entrance doors to the Condominium and garage. The board of directors must approve the replacement.
 - E. As privacy fences facing the street deteriorate, they will be replaced with shrubs. The association is responsible for repair or replacement of privacy fences located in the back of the buildings.
 - F. The association's policy is not to remove perfectly good trees and shrubs. If an owner dislikes a particular tree or shrub and requests that it be removed at their own expense, it must be replaced with a planting approved by the board of directors. If a tree or shrub is removed due to damage or decay, the association will not necessarily have it replaced.
 - G. The association will fund the expense of spraying the common ground trees for pest control, as warranted by the Board of Directors.
 - H. Pests Such as bees, wasps, ants, spiders, mice, voles, ground squirrels, birds, bats, etc. inside a Unit will be the responsibility of the Unit Owner to eradicate. Such pests in the common area will be addressed by the Association, as warranted by the Board of Directors. Pests such as raccoons, woodchucks, squirrels, carpenter ants, and large wasp nests in the common area will be addressed by the Association, as warranted by the Board of Directors. If pests enter a Unit due to a common area defect, the affected Unit Owner may appeal to the Board of Directors for relief.
 - I. Painting of the unit entrance doors and garage doors will be the responsibility of the owner. When the entire building is scheduled for painting, the previously painted garage doors will be painted at the association's expense.

- J. Owners are encouraged to use window well covers to discourage the entrance of Small animals and for Water control. Owners are responsible for the repair and replacement of the covers.
- K. The Association is responsible for the overall maintenance, repair and replacement of landscaped areas and plantings, except for those areas and plantings immediately adjacent and or appurtenant to individual Unit exteriors, i.e., landscape beds and plantings next to a private deck, patio, Sidewalk, etc., which shall be maintained, repaired and replaced by the respective Unit Owner. However, nothing shall be removed or installed in such areas without the prior approval of the Board of Directors. Further, the Association reserves the right to remove any dead, unhealthy, overgrown or inappropriate plantings without replacing same.

2.25.19

FOREST HILL VILLAGE OWNERS ASSOCIATION, INC.

Resolution of the Board of Directors

Introductory Recitals

1. It is the desire of the Forest Hill Village Owners Association, Inc. ("Association") to memorialize its practice of collecting a one-time transfer fee upon the conveyance of a unit.

2. The transfer fee helps to raise revenue for operation of the common elements.

3. The Board of Directors of the Association is empowered to adopt rules and regulations pursuant to the By-laws, Art. V, § 3.

RESOLUTION

THE BOARD OF DIRECTORS HEREBY RESOLVES AS FOLLOWS:

Rules and Regulations Section 15 is created to read as follows:

15. Transfer Fees

At the time of the transfer of ownership of a unit, the purchaser of the unit shall pay to the Association one hundred dollars (\$100.00). This fee shall be used for the operation and maintenance of the common elements. Amounts paid pursuant hereto are not to be considered as advance payments of installments of the regular assessments.

Amendment Considered At Meeting, MARCH 11, 2019 (Date)

Motion made by: BARB KOETERMAN

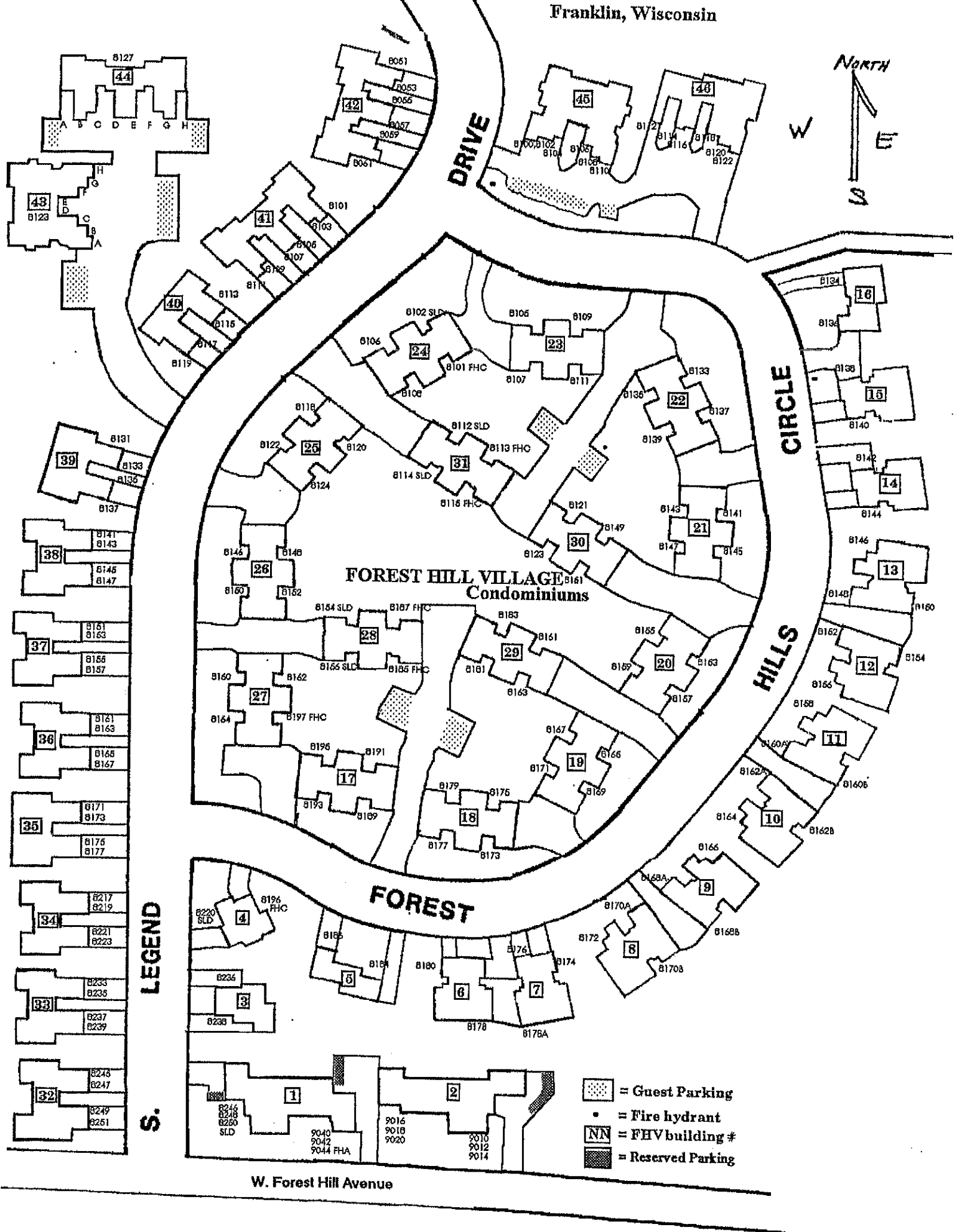
Seconded: LAMONT GRAMOSKI

In Favor: 5

Opposed: 0

Signed: PC Cardona
Secretary

DIVISION OF RESPONSIBILITIES													
ASSOCIATION AND UNIT OWNER													
February 19, 2014													
A = Association													
O = Owner													
R = See Resolution													
Replacement/Repair													
Windows & Skylights	Garage Door	Entrance & Storm Doors	Fences	Trees & Shrubs	Patio	Deck	Side-walks	Deck Support	Mailbox & Support	Spigot	Roof	Asphalt	Gutters
O	O	O	R	R	O	O	A	A	A	A	A	A	A
Replacement/Repair													
Painting													
Cable TV	Building Antenna	Air Conditioning	Furnace	Hot Water Heater	Sump Pump	Common Area Door Lock	Entrance & Storm Doors	Garage Door	Building	Building Trim	Inside Unit		
O	A	O	O	O	A	A	O	O	A	A	O		
Miscellaneous													
Building Pest Control	Tree Pest Control	Window Well Covers	Snow Removal & Salting	Patio Salting	Lawn Mowing	Land-scaping	Tuck Point & Caulk	Insurance Outside Unit Bldg Structure	Outside Garage Structure	All Inside Unit Contents	Garage Contents		
R	R	O	A	O	A	R	A	A	A	O	O		



IMPORTANT INFORMATION

Please keep this information with your Governing Documents
Forest Hill Village Owner's Association, Inc.

RESOLUTION FOR A NEW RULE

WHEREAS the Board of Directors of the Forest Hill Village Owner's, Inc. has the power and duties to handle the administration and affairs of the Association including the management and operation of the condominium property.

WHEREAS the Board of Directors shall from time to time adopt and update rules and regulations governing the operation, maintenance and use of the units and the common elements and facilities by the unit owners and occupants, pursuant to Section 3.1 of the Declaration and Article V of the Bylaws.

WHEREAS, there is a need to make sure there are provisions on owners providing contact information by a specific date every year as necessary.

BE IT RESOLVED that:

The following regulations apply to providing unit and contact information.

1. Each Homeowner shall be responsible to provide the Board of Directors with accurate and current information as requested on the attached Forest Hill Village Registration Form. Forms must be fully completed.
2. This information is to be updated on a yearly basis OR any time when any of the following occur.
 - a. A new occupant or tenant moves in.
 - b. Change in phone numbers.
 - c. Change in email address.
 - d. Change of vehicle information.

New Unit information forms will be mailed each year. All responses and registration forms will be due by May 1st of each year.

3. Fines of \$25 per month may be assessed for failure to comply.

The Board of Directors adopted this Resolution on the 18th day of October, 2023

RULES AND REGULATIONS
(as amended through May , 2024)

FOREST HILL VILLAGE HOMEOWNER'S ASSOCIATION, INC.

Reference is made to the Rules and Regulations for Forest Hill Village Owner's Association, for the definition of terms used in these Rules which are not otherwise defined herein.

The purpose and intent of the rules and regulations is to provide for the common benefit and enjoyment of the Condominium, Common Elements, and Limited Common Elements.

The Board hereby adopts the following Rules, effective as of the date they are circulated to the membership.

Rule: Hanging lights

5. Building and Grounds

5.16 Homeowners are permitted to hang decorative string lights on their patio areas with adherence to the following rules:

- A. Type of lights: Outdoor string lights
- B. Location: Outlining the perimeter of the patio
- C. Installation Method: The installation of string lights must be temporary; meaning they are not permanently affixed to the property. String lights can be attached to the gutter, balcony, or existing hooks. String lights should be hung using damage-free clips designed for outdoor use or zip ties. This ensures that the lights are securely attached without causing damage to the property.
- D. Prompt Removal of Malfunctioning or Damaged Lights: Any malfunctioning or damaged lights must be promptly removed. This ensures the safety of the installation and prevents potential hazards.
- E. Damage to Property: Homeowners are responsible for any damage caused by the string lights or the installation method.

5.10. The unreasonable or unsightly accumulation of waste, litter, excess or unused building materials or trash is prohibited, and garbage containers shall be situated only in designated locations. No materials shall be consumed by fire in incinerators, open fires or elsewhere except for fireplaces.

A. Refuse containers must be stored inside the homeowner's garage.

B. All household refuse and recyclables shall be kept in the garage until 7:00 pm on the day prior to the day of pick-up, following which time they shall be placed by the street.

C. Refuse containers must be at least one foot away from any mailbox or permanent fixture.

D. Refuse containers may not be placed in front of building signage.

E. Handles and wheels of refuse containers should face away from the street.

F. Refuse containers must be returned to the homeowner's garage by the end of the pickup day.

G. Unit Owners shall be responsible for cleaning up refuse, recyclables, and litter left behind.

FOREST HILL VILLAGE OWNERS ASSOCIATION, INC.

DISCLOSURE MATERIALS

SECTION H

STATUTORY RESERVE ACCOUNT STATEMENT

STATUTORY RESERVE
ACCOUNT STATEMENT



DOC.# 09018879

Document Number

REGISTER'S OFFICE | SS
Milwaukee County, WI

RECORDED 05/27/2005 08:10AM

JOHN LA FAVE
REGISTER OF DEEDS

AMOUNT:11.00

Re: Forest Hill Village Owner's Association, Inc.
Condominium, being a condominium created under the Condominium
Ownership Act of the STATE OF WISCONSIN by a "Declaration of
Condominium for Forest Hill Village Owner's
Association, Inc. Condominium", dated the 16th day
of June, 1980 and recorded the 20th day of
June, 1980 in the Office of the Register of Deeds
for Milwaukee County, Wisconsin, in
(Reel)(Vol.) 1303 of Records, at (Images) (Pages) 397
through 425, as Document No. 5405965
and by a Condominium Plat (hereinafter "Condominium").

The Condominium ~~(shall)~~ (shall not) have a Statutory Reserve Account, as
described in Wis. Stat. § 703.163, effective March 1, 2005.
This determination is made by the ~~(Declaration)~~ (Association
with the written consent of a majority of the Unit votes).

If the Condominium will not have a Statutory Reserve Account, it is
anticipated that future expenditures for the repair and replacement of the
common elements will be funded by:

A Non-Statutory Reserve Account and such other
means as available to it by law.

Recording Area

Name and Return Address

Jeffrey S. Hunt
Hunt Management Inc.
6100 W Executive Drive, Suite K
Mequon, WI 53092

Parcel Identification Number (PIN)

Dated this 20th day of April, 2005.

Edith Hedrick
* Edith Hedrick
Title: President

Barbara M. Kocaja
* Barbara Kocaja
Title: Secretary

AUTHENTICATION

Signature(s) _____

authenticated this _____ day of _____, _____

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

THIS INSTRUMENT WAS DRAFTED BY

Jeffrey S. Hunt

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

ACKNOWLEDGMENT

STATE OF WISCONSIN,)
Milwaukee) ss.
County,)
Personally came before me this 20th day of
April, 2005, the above named
Edith Hedrick and
Barbara Kocaja

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

Jeffrey S. Hunt
* Jeffrey S. Hunt

Notary Public, State of Wisconsin

My Commission is permanent. (If not, state expiration date:
February 9, 2007.)

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

Hunt Management Inc 6100 W Executive Dr Ste K Mequon, WI 53092-4471
Phone: (262) 238 - 1480 Fax: (262) 238 - 1485 Jeffery S. Hunt

Produced with ZipForm™ by RE FormsNet, LLC 18025 Fifteen Mile Road, Clinton Township, Michigan 48035, (800) 383-9805 www.zipform.com

jeff

FOREST HILL VILLAGE OWNERS ASSOCIATION, INC.

DISCLOSURE MATERIALS

SECTION I

OTHER IMPORTANT INFORMATION AND DOCUMENTS

Including...

- **Maintenance and Repair Responsibility Summary**
- **Board of Directors Resolution Summary**
- **Current Financial Statement**
- **Sump Pumps**



A Community Presence

February 19, 2014

Dear Forest Hill Village Owner,

RE: Maintenance and Repair Responsibility

As more fully described in the Declaration and Bylaws, the various portions of the property are designated as either Unit, General Common Elements, Building-Limited Common Elements or Unit-Limited Common elements. With few exceptions, individual Unit Owners are responsible for the maintenance and repair of their respective Units and Unit-Limited Common Elements, and, the Association is responsible for the maintenance and repair of the General Common Elements and Building-Limited Common Elements.

We urge each Unit Owner to review his/her personal copy of the Declaration and Bylaws but for quick review, we offer the following general summary of responsibility.

Unit Owner Responsibility

Unit interiors including electrical, plumbing and heating/cooling systems, walls, ceilings, carpeting, cabinets, fixtures, appliances.

All windows and glass doors.

All doors including garage doors.

Decks, balconies (*except balcony support joists*), patios and garage slabs. (*Including snow & ice removal*)

Individual exterior electrical outlets and light fixtures.

Individual, interior pest control.

Individual gas, electric, phone and cable TV service.

Individual landscape areas and plantings adjacent and appurtenant to the individual Unit.

Association Responsibility

Balcony support joist

Grounds e.g. lawns, landscape, retaining walls, and fences.

Asphalt drives and parking areas, sidewalks, stoops.

Building siding, trim, gutters, roofs, foundations.

Common sump pumps, utility lines, master antenna and alarm systems.

Common Area pest and rodent control (*as determined by Board of Directors*)

Mailboxes and stands

Hose Spigots

Note: All exterior additions, alterations, replacements or improvements require prior approval.

Board of Directors

Forest Hill Village Owner's Association, Inc.

PS: See attached "Division of Responsibilities" spreadsheet and Resolution.

FOREST HILL VILLAGE CONDOMINIUM RESOLUTION – February 19, 2014

Whereas, It is important that the monetary responsibilities of the condominium owners and association regarding buildings and common elements be clarified; and

Whereas, This document will alleviate any questions or concerns as to the division of responsibilities; therefore be it

RESOLVED, that

- Owners are responsible for the repair, replacement, and winter maintenance of the patio. This includes mudjacking and salting. The sidewalks are the association's responsibility. The board of directors must approve the replacement of a patio prior to work beginning.
- Owners are responsible for the repair, replacement and painting of the garage doors. If the door is replaced, it must be in the same style and color as the one removed or similar to the adjacent garage doors of the same building.
- Owners are responsible for the replacement or repair of decks and balconies except for the substructure or beams. This will be the association's responsibility. The board of directors must approve the replacement of a deck or balcony prior to work beginning.
- Owners are responsible for the repair or replacement of windows and entrance doors to the condominium and garage. The board of directors must approve the replacement.
- As privacy fences facing the street deteriorate, they will be replaced with shrubs. The association is responsible for repair or replacement of privacy fences located in the back of the buildings.
- The association's policy is not to remove perfectly good trees and shrubs. If an owner dislikes a particular tree or shrub and requests that it be removed at their own expense, it must be replaced with a planting approved by the board of directors. If a tree or shrub is removed due to damage or decay, the association will not necessarily have it replaced.
- The association will fund the expense of spraying the common ground trees for pest control, as warranted by the Board of Directors..
- Pests Such as bees, wasps, ants, spiders, mice, voles, ground squirrels, birds, bats, etc. inside a Unit will be the responsibility of the Unit Owner to eradicate. Such pests in the common area will be addressed by the Association, as warranted by the Board of Directors. Pests such as raccoons, woodchucks, squirrels, carpenter ants, and large wasp nests in the common area will be addressed by the Association, as warranted by the Board of Directors. If pests enter a Unit due to a common area defect, the affected Unit Owner may appeal to the Board of Directors for relief.
- Painting of the unit entrance doors and garage doors will be the responsibility of the owner. When the entire building is scheduled for painting, the previously painted garage doors will be painted at the association's expense.
- Owners are encouraged to use window well covers to discourage the entrance of small animals and for water control. Owners are responsible for the repair and replacement of the covers.
- *The Association is responsible for the overall maintenance, repair and replacement of landscaped areas and plantings, except for those areas and plantings immediately adjacent and or appurtenant to individual Unit exteriors, i.e., landscape beds and plantings next to a private deck, patio, sidewalk, etc., which shall be maintained, repaired and replaced by the respective Unit Owner. However, nothing shall be removed or installed in such areas without the prior approval of the Board of Directors. Further, the Association reserves the right to remove any dead, unhealthy, overgrown or inappropriate plantings without replacing same.*

DIVISION OF RESPONSIBILITIES												
ASSOCIATION AND UNIT OWNER												
February 19, 2014												
A = Association												
O = Owner												
R = See Resolution												

**FOREST HILL VILLAGE OWNER'S
ASSOCIATION, INC.**

FINANCIAL STATEMENTS

December 31, 2020 and 2019

**FOREST HILL VILLAGE OWNER'S
ASSOCIATION, INC.**

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INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
Forest Hill Village Owner's Association, Inc.

Report on the Financial Statements

We have audited the accompanying financial statements of Forest Hill Village Owner's Association, Inc., which comprise the balance sheets as of December 31, 2020 and 2019, and the related statements of revenues and expenses, changes in fund balances and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Association's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Association's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Forest Hill Village Owner's Association, Inc. as of December 31, 2020 and 2019, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matter

Our audit was made for the purpose of forming an opinion on the basic financial statements taken as a whole. We have not applied procedures to determine whether the funds designated for future major repairs and replacements are adequate to meet such future costs because that determination is outside the scope of our audit.

Report on Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the supplementary information on future major repairs and replacements on page 10 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Financial Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

FELD, SCHUMACHER & COMPANY, LLP

Feld, Schumacher & Company LLP

West Allis, Wisconsin
March 4, 2021

FOREST HILL VILLAGE OWNER'S ASSOCIATION, INC.
BALANCE SHEETS
December 31, 2020 and 2019

	2020			2019		
	Operating Fund	Replacement Fund	Total	Operating Fund	Replacement Fund	Total
<u>ASSETS</u>						
Current Assets						
Cash	\$ 78,562	\$ 278,324	\$ 356,886	\$ 90,859	\$ 427,485	\$ 518,344
Investments	-	208,474	208,474	-	309,136	309,136
Accounts receivable membership fees	1,143	-	1,143	3,235	-	3,235
Prepaid insurance	44,465	-	44,465	21,170	-	21,170
Total current assets	124,170	486,798	610,968	115,264	736,621	851,885
Other Assets						
Long term investments	-	105,380	105,380	-	-	-
Total other assets	-	105,380	105,380	-	-	-
TOTAL ASSETS	\$ 124,170	\$ 592,178	\$ 716,348	\$ 115,264	\$ 736,621	\$ 851,885
<u>LIABILITIES AND FUND BALANCES</u>						
Current Liabilities						
Accounts payable	\$ 54,996	\$ -	\$ 54,996	\$ 27,793	\$ -	\$ 27,793
Accrued income tax	412	-	412	4,028	-	4,028
Deferred assessments	16,377	-	16,377	14,598	-	14,598
Total current liabilities	71,785	-	71,785	46,419	-	46,419
Fund Balances						
Unassigned	52,385	592,178	644,563	68,845	736,621	805,466
Accumulated other comprehensive income	-	-	-	-	-	-
Total fund balances	52,385	592,178	644,563	68,845	736,621	805,466
TOTAL LIABILITIES AND FUND BALANCES	\$ 124,170	\$ 592,178	\$ 716,348	\$ 115,264	\$ 736,621	\$ 851,885

See notes to financial statements.

FOREST HILL VILLAGE OWNER'S ASSOCIATION, INC.
STATEMENTS OF REVENUE, EXPENSES AND CHANGES IN FUND BALANCES
For The Years Ended December 31, 2020 and 2019

	2020			2019		
	Operating Fund	Replacement Fund	Total	Operating Fund	Replacement Fund	Total
Owners' Support and Revenue						
Unit assessments	\$ 545,593	\$ -	\$ 545,593	\$ 524,647	\$ -	\$ 524,647
Other income	3,345	-	3,345	3,797	-	3,797
Interest income	-	6,474	6,474	-	12,607	12,607
Dividend income	-	-	-	115	-	115
Realized gain on investment	-	-	-	5,220	-	5,220
Total owners' support and revenue	548,938	6,474	555,412	533,779	12,607	546,386
Expenses						
Operating expenses						
Lawn and landscape	54,180	-	54,180	41,421	-	41,421
Electricity	491	-	491	409	-	409
Water and sewer	72,164	-	72,164	67,385	-	67,385
General maintenance	218,115	-	218,115	77,317	-	77,317
Painting	6,850	-	6,850	-	-	-
Concrete	15,863	-	15,863	10,006	-	10,006
Tuckpointing	11,800	-	11,800	-	-	-
Income taxes	412	-	412	5,977	-	5,977
Mailboxes and fences	918	-	918	-	-	-
Tree maintenance	34,673	-	34,673	12,365	-	12,365
Asphalt replacement	43,562	-	43,562	25,638	-	25,638
Roof replacement	60,609	-	60,609	39,985	-	39,985
Foundation repair	10,240	-	10,240	8,253	-	8,253
Retaining wall	54,770	-	54,770	-	-	-
Siding	-	-	-	45,800	-	45,800
Insurance	16,638	-	16,638	33,476	-	33,476
Snow removal	61,692	-	61,692	61,772	-	61,772
Postage and printing	5,259	-	5,259	3,541	-	3,541
Management fees	41,367	-	41,367	37,000	-	37,000
Professional fees	6,417	-	6,417	9,328	-	9,328
Administration	295	-	295	133	-	133
Total expenses	716,315	-	716,315	479,806	-	479,806
EXCESS OF REVENUES OVER EXPENSES	(167,377)	6,474	(160,903)	53,973	12,607	66,580
Interfund transfers - net	150,917	(150,917)	-	(13,454)	13,454	-
Other Comprehensive Income						
Unrealized gain on securities	-	-	-	806	-	806
Less: Reclassification adjustment for gain included in revenue	-	-	-	(5,220)	-	(5,220)
Total other comprehensive income	-	-	-	(4,414)	-	(4,414)
COMPREHENSIVE INCOME (LOSS)	(16,460)	(144,443)	(160,903)	36,105	26,061	62,166
Fund balances, beginning of year	68,845	736,621	805,466	32,740	710,560	743,300
FUND BALANCES, end of year	\$ 52,385	\$ 592,178	\$ 644,563	\$ 68,845	\$ 736,621	\$ 805,466

See notes to financial statements.

FOREST HILL VILLAGE OWNER'S ASSOCIATION, INC.
STATEMENT OF CASH FLOWS
For The Years Ended December 31, 2020 and 2019

	2020			2019		
	Operating Fund	Replacement Fund	Total	Operating Fund	Replacement Fund	Total
Cash flows from operating activities						
Excess of revenues over expenses	\$ (167,377)	\$ 6,474	\$ (160,903)	\$ 53,973	\$ 12,607	\$ 66,580
Adjustments to reconcile excess of revenues over expenses to net cash provided by operating activities						
Realized gain on investment	-	-	-	(5,220)	-	(5,220)
Change in assets and liabilities						
Accounts receivable	2,092	-	2,092	(2,082)	-	(2,082)
Prepaid expenses	(23,295)	-	(23,295)	361	-	361
Accounts payable	27,203	-	27,203	(6,049)	-	(6,049)
Accrued income tax	(3,616)	-	(3,616)	4,028	-	4,028
Deferred assessments	1,779	-	1,779	7,422	-	7,422
Total adjustments	4,163	-	4,163	(1,540)	-	(1,540)
Net cash provided (used) by operating activities	(163,214)	6,474	(156,740)	52,433	12,607	65,040
Cash flows from investing activities						
Net increase in certificates of deposit	-	(4,718)	(4,718)	-	(6,120)	(6,120)
Mutual fund administration fee	-	-	-	(425)	-	(425)
Reinvested dividends	-	-	-	(115)	-	(115)
Proceeds on sale of mutual fund	-	-	-	15,618	-	15,618
Net cash provided (used) by investing activities	-	(4,718)	(4,718)	15,078	(6,120)	8,958
Cash flows from financing activities						
Interfund transfers	150,917	(150,917)	-	(13,454)	13,454	-
NET INCREASE (DECREASE) IN CASH	(12,297)	(149,161)	(161,458)	54,057	19,941	73,998
Cash and cash equivalents, beginning of year	90,859	427,485	518,344	36,802	407,544	444,346
CASH AND CASH EQUIVALENTS, end of year	\$ 78,562	\$ 278,324	\$ 356,886	\$ 90,859	\$ 427,485	\$ 518,344

See notes to financial statements.

FOREST HILL VILLAGE OWNER'S ASSOCIATION, INC.
NOTES TO FINANCIAL STATEMENTS

Note 1 – Summary of Significant Accounting Policies

Purpose and Organization

Forest Hill Village Owner's Association, Inc. (the "Association") was formed as a Wisconsin nonprofit corporation under the terms and provisions of Chapter 181 of the Wisconsin Statutes. The Association provides for the maintenance, preservation and architectural control of the common areas of the Forest Hill Village Condominiums, which consists of 182 residential units located on approximately 28 acres in Franklin, Wisconsin.

Basis of Accounting

The Association prepares its financial statements on the accrual basis of accounting.

Fund Accounting

The Association's governing documents provide certain guidelines for governing its financial activities. To ensure observance of limitations and restrictions on the use of financial resources, the Association maintains its accounts using fund accounting. Financial resources are classified for accounting and reporting purposes in the following funds established according to their nature and purpose:

Operating Fund – This fund is used to account for the financial resources available for the general operations of the Association.

Replacement Fund – This fund is used to accumulate financial resources designated for future major repairs and replacements.

Cash and Cash Equivalents

For purposes of reporting cash flows, the Association considers all highly liquid debt instruments purchased with original maturity of three months or less to be cash equivalents.

The Association maintains its cash balances at financial institutions located in Wisconsin and Illinois. Some accounts at the institutions are insured by the Federal Deposit Insurance Corporation up to \$250,000. One account is in a MaxSafe Reserve account that offers \$3.75 million in FDIC insurance. The Association had no uninsured balances as of December 31, 2020 and 2019.

Investments

Certificates of deposit held for investments that are not debt securities are included in investments. Certificates of deposit with original maturities greater than three months and remaining maturity less than one year are classified as short-term investments. Certificates of deposit with remaining maturities greater than one year are classified as long-term investments.

Association Dues and Assessments Receivable

Association members are subject to monthly assessments to provide funds for the Association's operating expenses and future repairs and replacements. The assessments receivable at the balance sheet date represent assessments and fees due from unit owners. The Association's policy is to charge late fees for each 30-day period that payment for an assessment is not received by the Association.

FOREST HILL VILLAGE OWNER'S ASSOCIATION, INC.
NOTES TO FINANCIAL STATEMENTS

Note 1 – Summary of Significant Accounting Policies (continued)

Property and Equipment

Real property and common areas acquired from the developer and related improvements to such property are not recorded in the Association's financial statements because those properties are owned by the individual unit owners in common and not by the Association.

Common area improvements are carried at original cost less accumulated depreciation, computed on the straight-line basis. Costs incurred for maintenance and repairs are listed on the income statement as current expenses.

Federal Income Taxes

Condominium associations may be taxed as homeowners' associations or as regular corporations. For the years ended December 31, 2020 and 2019, the Association was taxed as a homeowners' association and as such is taxed on amounts other than membership activities, net of related expenses, at the 30% homeowners' association rate. The Association's federal income tax returns are generally subject to examination by taxing authorities for three years after the returns are filed, and the Association's federal income tax returns for 2019, 2018, 2017 and 2016 remain open for examination.

State Income Taxes

Based on a private interpretation issued by the Wisconsin Department of Revenue in December, 1977, regarding condominium associations' tax status, it was determined that the Association is exempt from Wisconsin income tax under Section 71.01(3) of the Wisconsin Statutes.

Future Major Repairs and Replacements

The Association's policy is to accumulate funds for future major repairs and replacements. These funds are maintained in a separate account and generally are not available for operating expenses unless approved by the Board of Directors. During 2019, a reserve study was done by a consulting firm to determine future repairs and replacements. This study was done based on current costs obtained from contractors. The actual costs of the projects may vary from the estimated current costs, and these variations could be material. The estimated useful life of the components is assumed to be until the component is scheduled for repair or replacement. This factor is determined by the repair or replacement priority placed on the component by the Board and/or contractor. The Board has subsequently reviewed and updated this study.

The actual expenditures may vary from the estimated future expenditures and the variations may be material. Therefore, amounts accumulated in the replacement fund may not be adequate to meet all future needs for major repairs and replacements. If additional funds are needed and the Board of Directors deems advisable, the Association has the right to increase regular assessments or to pass special assessments.

Estimates

The preparation of financial statements, in conformity with generally accepted accounting principles in the United States of America, requires the management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent balance sheet items at the financial date and the reported amounts of revenue and expenses during the operating period. The actual results could be different from the estimated results.

**FOREST HILL VILLAGE OWNER'S ASSOCIATION, INC.
NOTES TO FINANCIAL STATEMENTS**

Note 1 – Summary of Significant Accounting Policies (continued)

Date of Management's Review

In preparing the financial statements, the Association has evaluated events and transactions for potential recognition or disclosure through March 4, 2021, the date on which the financial statements were available to be issued.

Note 2 - Management Agreement

The Association is managed by Hunt Management Incorporated under an agreement renewing in January of each year. Management fees for 2020 and 2019 were \$41,367 and \$37,000 respectively.

Note 3 - Restrictions on Surplus

The Association was organized pursuant to Chapter 181 of the Wisconsin Statutes. Accordingly, the Association may not make distributions to members of the Association.

Note 4 - Investments

The Association had the following investments as of December 31, 2020 and 2019:

	<u>2020</u>
Short-term investments:	
Certificate of Deposit, issued 08/08/2020, maturity date 10/08/2021	\$ 104,330
Certificate of Deposit, issued 08/08/2020, maturity date 01/08/2022	104,144
Long-term investments:	
Certificate of Deposit, issued 06/08/2020, maturity date 10/08/2022	105,380
	<u>\$ 313,854</u>
	<u>2019</u>
Short-term investments:	
Certificate of Deposit, issued 06/8/2019, maturity date 08/08/2020	\$ 102,769
Certificate of Deposit, issued 09/08/2019, maturity date 11/08/2020	102,748
Certificate of Deposit, issued 06/08/2018, maturity date 06/08/2020	103,619
	<u>\$ 309,136</u>

FOREST HILL VILLAGE OWNER'S ASSOCIATION, INC.
NOTES TO FINANCIAL STATEMENTS

Note 5 – Fair Value Measurements

Financial Accounting Standards Board (FASB) *Accounting Standards Codification (ASC) 820, Fair Value Measurements and Disclosures*, provides the framework for measuring fair value. That framework provides a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (level 1 measurements) and the lowest priority to unobservable inputs (level 3 measurements). The three levels of the fair value hierarchy under FASB ASC 820 are described as follows:

Level 1 Inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets.

Level 2 Inputs to the valuation methodology include

- quoted prices for similar assets or liabilities in active markets;
- quoted prices for identical or similar assets or liabilities in inactive markets;
- inputs other than quoted prices that are observable for the asset or liability;
- inputs that are derived principally from or corroborated by observable market data by correlation or other means.

If the asset or liability has a specified (contractual) term, the level 2 input must be observable for substantially the full term of the asset or liability.

Level 3 Inputs to the valuation methodology are unobservable and significant to the fair value measurement.

The asset or liability's fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques used need to maximize the use of observable inputs and minimize the use of unobservable inputs.

Following is a description of the valuation methodologies used for assets measured at fair value. There have been no changes in the methodologies used at December 31, 2020 and 2019.

Certificates of Deposit: The fair value is determined based on amortized cost, which is comprised of cost plus interest.

The following tables present by level, with the fair value hierarchy, the Company investment assets at fair value, as of December 31, 2020 and 2019 .

Assets at Fair Value				
As of December 31, 2020				
	<u>(Level 1)</u>	<u>(Level 2)</u>	<u>(Level 3)</u>	Total
Certificates of Deposit	<u>\$ 313,854</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 313,854</u>

Assets at Fair Value				
As of December 31, 2019				
	<u>(Level 1)</u>	<u>(Level 2)</u>	<u>(Level 3)</u>	Total
Certificates of Deposit	<u>\$ 309,136</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 309,136</u>

REQUIRED SUPPLEMENTARY INFORMATION

FOREST HILL VILLAGE OWNER'S ASSOCIATION, INC.
SCHEDULE OF FUTURE MAJOR REPAIRS AND REPLACEMENTS
December 31, 2020

	2021	2022	2023	2024	2025
<u>Exterior Building Elements</u>					
Balconies, Wood Structure	\$ 121,872	\$ 124,919	\$ 128,042	\$ 131,243	-
Gutters and Downspouts, Aluminum	9,498	9,735	9,978	10,228	10,484
Roofs, Asphalt Shingles	53,188	54,518	55,881	57,278	58,709
Walls, Siding	-	-	-	-	228,923
<u>Property Site Elements</u>					
Asphalt Pavement, Crack Repair, Patch and Seal Coat	6,892	7,064	7,241	7,422	7,608
Asphalt Pavement, Mill and Overlay	-	-	-	-	25,676
Concrete Aprons	15,444	-	-	16,632	-
Concrete Sidewalks and StoopS	7,853	-	-	8,457	-
Signage	-	8,615	-	-	-
Anticipated Expenditures, By Year	\$ 214,747	\$ 204,851	\$ 201,142	\$ 231,260	\$ 331,400



A Community Presence

August 26, 2008

Dear Forest Hill Village Owner,

Re: Sump Pumps

The heavy June rains brought to light the need to confirm the location of all sump pumps and establish a process by which sump pumps are maintained. To that end please advise me as to whether you have a sump pump in your Unit basement. You may advise me by phone, mail or email to jhunt@huntmanagement.com.

With regard to maintenance I have enclosed a two page sump pump "primer" and ask that if you have a sump pump, please read the enclosure and contact me if you have any questions or require any assistance with particular maintenance items.

Of utmost importance is knowing if you have a sump pump and checking to see if it is working, by pouring a few buckets of water into the crock on a monthly basis. The Association will replace any faulty sump pump so please report problems to us as noted.

Thank you.

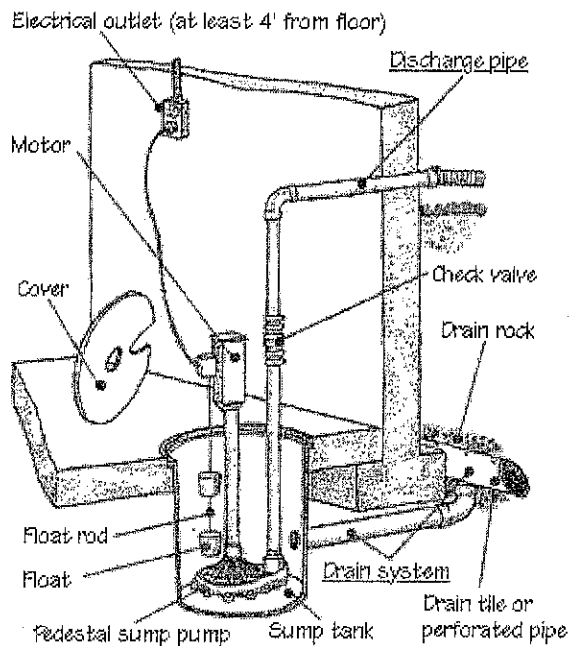
Sincerely,

Hunt Management Incorporated
Management Company for
Forest Hill Village Owners Association, Inc.

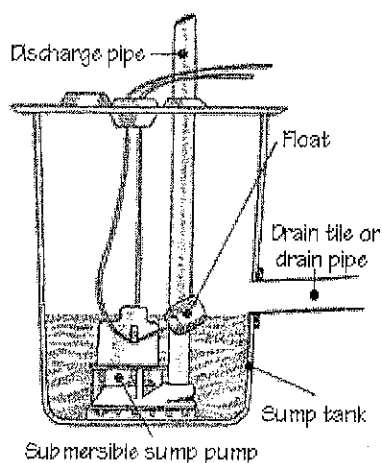
Jeffrey S. Hunt CMCA, AMS
General Manager

Two Main Types of Sump Pumps

Pedestal - An electric pump that stands upright, with a motor a few feet above it that is not meant to get wet. It has a float-activated switch that turns the pump on when the water reaches a certain level. This type of sump pump is ideal for basements needing frequent water drainage. They usually are the least expensive but are noisier than the submersibles.



Submersible - These types of electrical pumps are installed in ground and are designed to work underwater. They have the same float-activated switch. They are more expensive than the pedestal pumps but are quieter and tend to have a longer life because their sealed, oil-cooled motors are protected from moisture and dust.



Advanced Sump Pump Maintenance

Sump Pump Maintenance Tasks

The main benefit of having a sump pump in your home is that it alleviates the worry of accidental water damage. As long as a sump pump is in good working order, you should feel well protected. That being said, there are several sump pump maintenance tasks that should be performed to ensure that the pump is able to effectively do its job.

After Heavy Rainfall

A build up of debris in your sump pump is one of the major causes of sump pump failure. It is important that you check your inlet suction screen to make sure that there is no blockage. This sump pump maintenance routine should be performed every few months and especially after heavy or persistent rainfall.

Check the Motor

Once annually, it is necessary to check on the effective operation of the sump pump's motor by pouring water into the drain area of the pump. If the pump is working well, the motor will turn on just as the float rises with the water level. You should repeat this procedure for a few cycles. Keep track of when you last performed this task as it is a very important part of your sump pump maintenance program.

Check Float

Ensure that the float of your sump pump is able to freely move. If the float is obstructed, your pump may fail to start. This task does not have to be performed regularly, but you should get in the habit of doing it every few months.

Verify Oil Seal

If you spot an oily film on the surface of the water in your sump pump, verify the condition of the oil seal. The appearance of oil probably indicates a faulty oil seal which may cause the motor to burn out.

Visual Check

In general, a sump pump does not require extensive maintenance. Most homeowners find it beneficial to do a visual check on the pump every few months. Once annually, it is important that a more thorough sump pump maintenance routine be performed. On the rare occasion of persistent rainfall, your sump pump should be monitored more often to ensure its smooth operation.

SAFETY

- Always unplug a pump before cleaning or working on it or making adjustments.
- Put on rubber boots if you must walk on a wet floor to unplug the pump.
- Be sure that the pump is on its own grounded 15-A circuit and that the plug's grounding prong is intact.
- It is recommended to have a professional service your sump pump to prevent injury.