

DISCLOSURE MATERIALS

FOR

THE LAKES OF VILLE CONDOMINIUM ASSOCIATION, INC.

Property Address:

**Lake Isle Drive, Lake Park Court, Lake Vista Court & Lake Forest Court
Mequon, Wisconsin 53092**

- 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.**

INDEX

THE LAKES OF VILLE DU PARC CONDOMINIUM ASSOCIATION, INC

1. **EXECUTIVE SUMMARY**: The Executive Summary highlights for a buyer of condominium unit essential information regarding the condominium. The Executive Summary begins on page A-1.
2. **DECLARATION**: The Declaration establishes and describes the condominium units and the common areas. The declaration begins on page B-1.
3. **BY-LAWS**: The By-Laws contain rules which govern the condominium and affect the rights and responsibilities of unit owners. The By-Laws begin on page C-1.
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 begin on page D-1.
5. **MANAGEMENT OR EMPLOYMENT CONTRACTS**: Certain services are provided to the condominium through contracts with individuals or private firms. These contracts begin on page E-1.
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 F-1.
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 begin on page G-1.
10. **RULES AND REGULATIONS**: The Rules and Regulations for the condominium are promulgated by the association. The Rules and Regulations begin on page H-1.
11. **STATUTORY RESERVE ACCOUNT STATEMENT**: The condominium does not have a Statutory Reserve Account. The Statutory Reserve Account Statement begins on page I-1.

**THE LAKES OF VILLE DU PARC CONDOMINIUM
ASSOCIATION, INC.**

DISCLOSURE MATERIALS

SECTION A

EXECUTIVE SUMMARY

EXECUTIVE SUMMARY

This Executive Summary highlights some of the information that prospective condominium buyers are most interested in learning as well as some of the information that they should consider when contemplating the purchase of a condominium unit. The following sections either briefly summarize pertinent information by answering the questions asked, direct prospective buyers to specific sections of the condominium disclosure materials that discuss each topic in detail (at the □ icon) or may be completed to both summarize the information and refer to the condominium documents. ***This summary, however, is not intended to replace the buyer's review of the condominium declaration, bylaws and other condominium disclosure materials nor is it a substitute for a professional review of the condominium documents.***

Condominium Name: The Lakes of Ville Du Parc Condominiums

How is the condominium association managed?

- What is the name of the condominium association? The Lakes of Ville Du Parc Condominium Association, Inc.
- What is the association's mailing address? c/o Hunt Management Incorporated, 10520 N. Baehr Road, Suite O, Mequon, WI 53092
- How is the association managed?
 - ☐ By the unit owners (self-managed)
 - ☒ By a management agent or company
 - ☐ By the declarant (developer) or the declarant's management company
- Whom should I contact for more information about the condominium and the association? Terry R. Handel, CMCA, AMS, Property Manager (Management agent/company or other available contact person)
- What is the address, phone number, fax number, web site & e-mail address for association management or the contact person? Terry R. Handel, CMCA, AMS, Hunt Management Incorporated, 10520 N. Baehr Road, Suite O, Mequon, WI 53092; Phone: (262) 238-1480; Fax: (262) 238-1485; Website: www.huntmanagement.com; E-mail: thandel@huntmanagement.com
- For specific information about the management of this association, see Declaration, Article VII, Section 2; Bylaws, Article IV, Section 1, Article VI, Section 1

What are the parking arrangements at this condominium?

- Number of parking spaces assigned to each unit? 4
- How many outside? 2
- How many inside? 2 [check all that apply]
 - ☐ Common element
 - ☐ Limited common element
 - ☒ Included as part of the unit
 - ☐ Separate nonvoting units
 - ☐ Depends on individual transaction

- Do I have to pay any extra parking fees (include separate maintenance charges, if any)?
☒ No
☐ Yes, in the amount of \$ _____ per _____.
☐ Other: _____
- Are parking assignments reserved or designated on the plat or in the condominium documents?
☐ No
☒ Yes – Where? Floor plans and plat.
- Are parking spaces assigned to a unit by deed?
☒ No
☐ Yes
- Can parking spaces be transferred between unit owners?
☒ No
☐ Yes
- What parking is available for visitors? Outside surface parking area and municipal streets.
- What are the parking restrictions at this condominium? Outside parking for guests only and for temporary use by unit owners.
- For specific information about the parking of this condominium, see Declaration, Article V, Section 3(c); Rules & Regulations, Section I, part 6

May I have any pets at this condominium?

- Are pets allowed: ☐ No ☒ Yes
- If yes, what kinds of pets are allowed? Caged bird, small tank fish, dog or cat.
- What are some of the major restrictions and limitations on pets? Limit of one of each pet only.
- For specific information about the condominium pet rules, see Declaration, Article V, Section 2(d); Rules & Regulations, Section III, parts 1-6

May I rent my condominium unit?

- Are unit rentals allowed? ☐ No ☒ Yes
- If yes, what are the major limitations and restrictions on unit rentals? Lease period no less than 30 days. Unit may not be rented for transient or hotel purposes.
- For specific information about renting units at this condominium, see Declaration, Article V, Section 2(e); Bylaws, Article XII, Section 1; Rules & Regulations, Section V, parts 1-5

Does this condominium have any special amenities and features?

- Does this condominium have any special amenities and features? ☐ No ☒ Yes
- If yes, what are the major amenities and features? Lake
- Are unit owners obligated to join or make additional payments for any amenity associated with the condominium, such as an athletic club or golf course?
☒ No
☐ Yes – What is the cost? \$ _____

- For specific information about special amenities, see Declaration, Article III, Section 5; Rules & Regulations, Section II, Part 9

What are my maintenance and repair responsibilities for my unit?

- A Unit Owner must maintain and repair unit interior, all individual plumbing, electrical, cooling and heating systems, equipment, fixtures, attachments, doors (including garage overhead doors), windows (including sash, frame, sill and glass), walls, flooring and ceilings.
- For specific information about unit maintenance and repairs, see Declaration, Article II, Section 4; Article V, Section 11(b); Rules & Regulations, Section I, part 5

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

- Common elements maintenance, repair and replacement is performed as follows: By Association as required and determined by the Board of Directors.
- How are repairs and replacements of the common elements funded?
 - ☐ Unit owner assessments
 - ☐ Reserve funds
 - ☒ Both
 - ☐ Other: _____
- For specific information about common element maintenance, repairs and replacements see Declaration, Article V, Section 11(a); Rules & Regulations, Section, II, Part 3
- How are repairs and replacements of the limited common elements funded?
 - ☐ Unit owner assessments
 - ☐ Reserve funds
 - ☒ Both
 - ☐ Other (*specify*): _____
- Limited common element maintenance, repairs and replacement is performed as follows: Limited common elements (Declaration, Article 3, Section 3) include a) porches and patios, maintenance/replacement which is the responsibility of the unit owner and b) walkways and driveways, maintenance/replacement by Association.

Does the condominium association maintain reserve funds for the repair and replacement of the common elements? ☒ Yes ☐ No

Is there a Statutory Reserve Account? ☐ Yes ☒ No

- For specific information about this condominium's reserve funds for repairs and replacements, see Bylaws, Article VI, Section 1(a)
- Reserve Account balance: \$152,411.00, as of the date this Executive Summary was prepared.

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

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

- Are there any special provisions for the payment of assessment fees that apply only during the developer control period?
☐ No
☐ Yes – Describe these provisions: N/A
- For specific information about condominium fees during the developer control period, see N/A

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

- Has the declarant reserved the right to expand? ☒ No ☐ Yes
- If yes, how many additional units may be added through expansion? N/A
- When does the expansion end? N/A
- Who will manage the condominium during the expansion period? N/A
- For specific information about condominium expansion fees, see N/A

May I alter my unit or enclose any limited common elements:

- Describe the rules, restrictions and procedures for altering a unit: With Board of Director approval only.
- Describe the rules, restrictions and procedures for enclosing limited common elements: With Board of Director approval only.
- For specific information about unit alterations and limited common element enclosures, see Declaration, Article V, Section 3(b), Declaration; Rules & Regulations, Section 1, Parts 2-4 and 14

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

- Yes, Wisconsin law allows the unit owners to amend the condominium declaration, by laws and other condominium documents if the required votes are obtained. Some of these changes may alter your legal rights and responsibilities with regard to your condominium unit.
- For specific information about condominium document amendment procedures and requirements, see Articles of Incorporation, Article 13; Declaration, Article XVI, Section 6; Bylaws, Article XIV

Other restrictions or features (optional): _____

Does the Association have the right of first purchase:

- ☒ No
☐ Yes

Does the Association charge a transfer fee:

- ☐ No
☒ Yes. If so, how much? \$50.00 (Rules & Regulations, Article V, Part 4)

Does the Association charge a disclosure material fee:

- ☐ No
☒ Yes. If so, how much? \$25.00 charge for a hard copy, no charge for an electronic version.

Does the Association charge a payoff statement fee?

- ☒ No, for one payoff statement issued within a two-month period.
☐ Yes. If so, how much? \$ _____
☒ Other (*specify*): Pursuant to Wis. Stats. Sec. 703.335(4), for each additional payoff requested during that two month period there is a \$25.00 charge.

This Executive Summary was prepared on February 9, 2022 (insert date)

By: Attorney Lydia J. Chartre (state name and title or position).

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

**THE LAKES OF VILLE DU PARC CONDOMINIUM
ASSOCIATION, INC.**

DISCLOSURE MATERIALS

SECTION B

DECLARATION OF CONDOMINIUM

DISCLOSURE MATERIALS

THE LAKES OF VILLE DU PARC

A CONDOMINIUM

MEQUON, WISCONSIN

DISCLOSURE MATERIALS
THE LAKES OF VILLE DU PARC
A CONDOMINIUM
MEQUON, WISCONSIN

The Developer (Declarant) is VILLE DU PARC COUNTRY CLUB, INC., a Wisconsin corporation. Its business address is 12400 Ville du Parc Drive, Mequon, Wisconsin 53092.

THESE ARE THE LEGAL DOCUMENTS COVERING YOUR RIGHTS AND RESPONSIBILITIES AS A CONDOMINIUM OWNER. IF YOU DO NOT UNDERSTAND ANY PROVISION 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.

In compliance with the Disclosure Requirements of Section 703.33, Wisconsin Statutes, copies of the following are herewith supplied:

1. DECLARATION OF CONDOMINIUM OWNERSHIP. The Declaration established and describes the condominium, the units and the common areas. The Declaration begins on page A-1.

2. BY-LAWS. The By-Laws contain rules which govern the condominium and affect the rights and responsibilities of unit owners. The By-Laws begin on page B-1.

3. ARTICLES OF INCORPORATION. The operation of the condominium is governed by the Association, of which each unit is a member. Powers, duties, and operation of an association are specified in its Articles of Incorporation. The Articles of Incorporation begin on page C-1.

4. MANAGEMENT AND EMPLOYMENT CONTRACTS. Certain services are provided to the condominium through contracts with individuals or private firms. There are no such contracts affecting this condominium at this time.

5. ANNUAL OPERATING BUDGET. The Association will incur 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 (other than those which are a part of the common expense). At this point the Association supplies a Projected Operating

Budget. A more detailed and more accurate budget may be supplied as time progresses. The budget begins on page D-1.

6. LEASES. Units in some condominiums are sold subject to one or more leases of property or facilities which are not a part of the condominium. This is not the case with this condominium.

7. EXPANSION PLANS. The Declarant has not reserved the right to expand the condominium in the future.

8. FLOOR PLANS AND MAPS. The Declarant has provided a floor plan of the units being offered for sale and a map of the condominium which shows the location of a unit which you are considering and all facilities and common areas which are part of the condominium. The floor plan and map begin on page A-32.

9. RESTRICTED USE AND USE BY OTHERS OF COMMON ELEMENTS: The use by the Association of certain portions of the Common Elements are restricted. All residents of the general area known as Ville du Parc have rights in certain portions of the Common Elements. A full explanation of such restrictions and rights can be found in Article III, Sections 4 and 5 of the Declaration, beginning on Page A-7.

Eli C. Frank
Hiller, Frank & Rakita, S.C.
Attorneys at Law
Suite 1200 - Marine Plaza
Milwaukee, Wisconsin 53202

DECLARATION OF CONDOMINIUM OWNERSHIPOFTHE LAKES OF VILLE DU PARCA CONDOMINIUMMEQUON, WISCONSINTABLE OF CONTENTS

Article I	Definitions and Legal Description	4
Section 1	Legal Description of Land	
Section 2	Definitions	
	(a) "Association"	
	(b) "Owner"	
	(c) "Unit"	
	(d) "Unit Number"	
	(e) "Common Elements"	
	(f) "Limited Common Elements"	
	(g) "Developer"	
	(h) "Mortgage"	
	(i) "Mortgagee"	
	(j) "Majority"	
	(k) "Person"	
Article II	Property and Units - Submission to Act	6
Section 1	Submission of Property to the Act	
Section 2	Code Identification	
Section 3	Description of Building	
Section 4	Boundaries of Units	
Section 5	Interpretation of Plans	
Article III	Common Elements and Limited Common Elements	7
Section 1	Ownership of Common Elements	
Section 2	Description of Common Elements	
Section 3	Description of Limited Common Elements	
Section 4	Restrictions in Use of Common Elements	
Section 5	Rights of Others to Use Common Elements	
Section 6	No Partition of Common Elements	
Article IV	Conveyance of Unit	10
Section 1	Interests Included	

Recorded with the Register of Deeds for Ozaukee County, Wisconsin on December 21, 1984, in Volume 520 of Records on Pages 593-631, inclusive, as Document number 356196.

Article V	Other Property Rights and Obligations of Owners	11
Section 1	Owner's Right to Ingress and Egress and Support	
Section 2	Use of Units	
	(a) Residential and Leases	
	(b) Number of persons	
	(c) Children	
	(d) Animals and Pets	
	(e) Hotel	
Section 3	Use of Common Elements	
Section 4	Prohibition of Damage and Certain Activities	
Section 5	Rules and Regulations	
Section 6	Delegation of Use	
Section 7	Transfer Fee	
Section 8	Construction	
Section 9	Separate Mortgages of Units	
Section 10	Separate Real Estate Taxes	
Section 11	Maintenance, Repairs and Replacement	
Section 12	Common Surpluses	
Article VI	Association Membership and Voting Rights	14
Section 1	Membership	
Section 2	Voting	
Section 3	Unit Value for Voting	
Section 4	Amplification	
Article VII	Rights and Obligations of the Association	15
Section 1	The Common Elements	
Section 2	Services	
Section 3	Personal Property for Common Use	
Section 4	Rules and Regulations	
Section 5	Implied Rights	
Section 6	Personal Liability	
Article VIII	Covenant for Assessment	16
Section 1	Agreement to Pay Assessment	
Section 2	Purpose of Assessment	
Section 3	Annual Assessments	
Section 4	Special Assessments for Capital Improvements	
Section 5	Special Assessments Against a Particular Unit	
Section 6	Notice of Meeting	
Section 7	Rate of Assessment	
Section 8	Date of Commencement of Annual Assessments	
Section 9	Lien for Assessment	
Section 10	Effect of Nonpayment of Assessments	
Section 11	Subordination of the Lien to Mortgages	

Article IX	Architectural Control	20
Section 1	Architectural Control Committee Authority	
Section 2	Antennae	
Section 3	Developer Control	
Article X	Party Walls	21
Section 1	General Rules of Law to Apply	
Section 2	Sharing of Repair and Maintenance	
Section 3	Right to Contribution Runs with Land	
Section 4	Encroachment	
Article XI	Insurance	22
Section 1	Obligation of Association	
Section 2	Combined Insurance	
Section 3	Insurance Proceeds	
Section 4	Destruction and Reconstruction	
Section 5	Partition	
Section 6	Other Insurance	
Article XII	Notices	24
Article XIII	Exculpation of Association Liability	24
Article XIV	Developer's Rights	24
Article XV	General Provisions	25
Section 1	Enforcement	
Section 2	Severability	
Section 3	Failure of Association to Insist on Strict Performance Not Waiver	
Section 4	Termination	
Section 5	Perpetuities and Restraints on Alienations	
Section 6	Amendments	
Section 7	Registered Agent for Service of Process	
Section 8	Number and Gender	
Section 9	Captions	
	(SEE BELOW)	
Exhibit A-1	Legal Description	28
Exhibit A-2	Legal Description of Area of Special Use - Open Space	29
Exhibit A-3	Legal Description of Area of Special Use - Golf Course	30
Exhibit A-4	Unit Numbers and Addresses	31
Exhibit B	Location of Building and Floor Plans	32

Article XVI	Elimination of Units	26(a)
Section 1	Elimination of Units	
Section 2	Change in Fractional or Percentage Interest	
Section 3	Procedure for Elimination	
	Consent of Unit Owners and Power of Attorney	

DECLARATION OF CONDOMINIUM OWNERSHIP
AND OF EASEMENTS, RESTRICTIONS, COVENANTS AND
CONDITIONS FOR THE LAKES OF VILLE DU PARC, A CONDOMINIUM
MEQUON, WISCONSIN

THIS DECLARATION, made this 21st day of December, 1984, by VILLE DU PARC COUNTRY CLUB, INC., a Wisconsin corporation, (hereinafter referred to as the "DEVELOPER").

WHEREAS, the DEVELOPER is the owner in fee simple of certain real estate hereinafter described, in the City of Mequon, Ozaukee County, Wisconsin; and

WHEREAS, the DEVELOPER intends to, and does hereby submit and subject such real estate, together with all buildings, structures, improvements and other permanent fixtures of whatsoever kind thereon, and all rights and privileges belonging or in anywise pertaining thereto, to the provisions of the Wisconsin Condominium Ownership Act, Chapter 703, Wisconsin Statutes; and

WHEREAS, the DEVELOPER desires to establish certain rights, conditions, restrictions, covenants and easements in, over and upon said real estate for the benefit of DEVELOPER and all future owners of any part of said real estate, and any unit or units thereof or therein contained, and to provide for the harmonious, beneficial and proper use and conduct of the property and all units; and

WHEREAS, the DEVELOPER desires and intends that the several unit owners, mortgagees, occupants and other persons hereafter acquiring any interest in the property shall at all times enjoy the benefits of, and shall hold their interests subject to the rights, conditions, restrictions, covenants and easements hereinafter set forth, all of which are declared to be in furtherance of a plan to promote and protect the cooperative aspect of the property and are established for the purpose of enhancing and perfecting the value, desirability and attractiveness of the property.

NOW, THEREFORE, the DEVELOPER, as the title holder of the real estate hereinabove referred to and described at greater length hereinafter, and for the purposes above set forth, DECLARES AS FOLLOWS:

ARTICLE I

DEFINITIONS AND
LEGAL DESCRIPTION OF LAND

Section 1. LEGAL DESCRIPTION OF LAND: The real estate which is hereby submitted and subjected to the provisions of the Condominium Ownership Act, Chapter 703, Wisconsin Statutes, is legally described as set forth on Exhibit "A-1" attached hereto and incorporated herein.

Said real estate and all improvements thereon and appurtenances

thereto shall be known as THE LAKES OF VILLE DU PARC, a Condominium.

Section 2. DEFINITIONS: For the purpose of brevity and clarity, certain words and terms used in this Declaration are defined as follows:

(a) "ASSOCIATION" shall mean and refer to THE LAKES OF VILLE DU PARC CONDOMINIUM ASSOCIATION, INC., a corporation formed under the nonstock corporation statute, Chapter 181, Wisconsin Statutes, its successors and assigns.

(b) "OWNER" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Unit, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

(c) "UNIT" shall mean and refer to a part of the property subject to the Declaration, consisting of one (1) or more cubicles of air at one or more levels of space or one or more rooms or enclosed spaces located in one or more floors (or parts thereof) in a building and bounded along such boundaries as shown on the building and floor plans attached hereto as Exhibit B, together with all facilities and improvements therein contained, excluding the land underneath same.

(d) "UNIT NUMBER" shall mean the number, letter or combination thereof identifying a Unit.

(e) "COMMON ELEMENTS" shall mean and refer, unless otherwise provided in this Declaration or amendments thereto, to the common areas and facilities consisting of the land and the entire premises described in Section 1 above, excepting the Units and excepting and subject to any structures built or improvements installed by or for public utilities.

(f) "LIMITED COMMON ELEMENTS" shall mean those common elements identified herein as reserved for the exclusive use of one or more, but less than all, of the Unit Owners.

(g) "DEVELOPER" shall mean and refer to VILLE DU PARC COUNTRY CLUB, INC., and its successors and assigns. The Developer may also be referred to as the Declarant.

(h) "MORTGAGE" shall mean any Mortgage or other security instrument by which a Unit or any part thereof is encumbered.

(i) "MORTGAGEE" shall mean any person named as the Mortgagee under any Mortgage under which the interest of any Owner is encumbered, or any land contract vendor of any Unit, or any successor to the interest of such person under such Mortgage or such land contract.

(j) "MAJORITY" shall mean the Condominium Unit Owners with more than fifty percent (50%) of the votes assigned to the Units in this Declaration.

(k) "PERSON" shall mean an individual, corporation, partnership, association, trust or other legal entity.

ARTICLE II

PROPERTY AND UNITS:
SUBMISSION TO ACT

Section 1. SUBMISSION OF PROPERTY TO THE ACT: The DEVELOPER hereby submits the real estate described in Article I and all buildings and improvements constructed or to be constructed thereon to the provisions of said Condominium Ownership Act (the "ACT").

Section 2. CODE IDENTIFICATION: Each Unit shall be specifically designated by its Unit Number as set forth in Exhibit B attached hereto and hereby made a part of this Declaration. Such Unit Number shall consist of one or two numerals.

Every deed, lease, mortgage or other instrument may legally describe a Unit by its identifying number and every such description shall be deemed good and sufficient for all purposes, as provided in the act.

Section 3. DESCRIPTION OF RESIDENTIAL BUILDINGS: Each residential building on the real estate described in this Declaration contains two (2) Units and are fully described in the exhibits attached hereto and made a part of this Declaration. Complete construction details are contained in the working plans and drawings available for inspection at the office of the Developer. The 45 buildings aggregating 90 Units, are located as indicated in Exhibit B attached hereto and made a part of this Declaration. Each Unit contains a basement, an attached two-car garage, a living room, dining room, kitchen, laundry room, one and one-half, two, two and one-half, or three bathrooms and one, two, or three bedrooms. Some of the one and two bedroom Units have an additional room which serves as another bedroom or a den, and some of the three bedroom Units have a den.

The buildings are constructed principally of wood, siding and brick veneer and have a pitched asphalt shingle roofs.

Each Unit will contain central forced air gas heat, central air conditioning, a gas hot water heater, garbage disposal, range top, double oven and dishwasher.

The Developer reserves the right to change the style, model, size or location of any Unit prior to completion of construction, regardless of the initial designation of such style, model, size or location on Exhibits or elsewhere in this Declaration, provided all Units are comparable in style and quality.

The buildings are located as indicated in Exhibit "B" attached hereto and made a part of this Declaration. The location and designation of each Unit and the immediate Common Elements and Limited Common Elements to which each Unit has access are shown in Exhibit B as are the approximate area and

number of rooms of each Unit. The Unit Numbers and street address of each Unit are as set forth on Exhibit "A-4" attached hereto and made a part of this Declaration.

Section 4. BOUNDARIES OF UNITS: The vertical boundaries of each Unit shall be the center line of interior walls bounding a Unit and interior of the outside walls bounding a Unit; the lower horizontal boundary of a Unit shall be the plane of the upper surfaces of the base floor of the lowest level of the Unit, and the upper horizontal boundary shall be the plane of the under surface of the ceiling of the highest level of the Unit.

All windows, window frames, and doors, including all glass in all windows and doors, shall be considered a part of the Unit.

All installations for providing power, light, gas, hot and cold water, heating, refrigeration and air conditioning exclusively to one Unit shall be considered a part of that Unit.

Section 5. INTERPRETATION OF PLANS: In interpreting the survey or floor plans or any deed or any other instrument affecting a Building or Unit, the boundaries of the Building or Unit constructed or reconstructed in substantial accordance with the survey and floor plans shall be conclusively presumed to be the actual boundaries rather than the description expressed in the survey or floor plans, regardless of minor variations between boundaries shown on the survey and floor plans and the actual boundaries of the Building(s) or Unit(s) as located and erected.

ARTICLE III

COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

Section 1. OWNERSHIP OF COMMON ELEMENTS: Each Unit Owner shall be entitled to and own an undivided interest in the Common Elements as a tenant-in-common with all other Unit Owners of the property, and, except as otherwise limited in this Declaration, shall have the right to use the Common Elements for all purposes incident to the use and occupancy of such Owner's Unit as a place of residence, and such other incidental uses permitted by this Declaration, which right shall be appurtenant to and run with such Unit. Each Unit's percentage of ownership in the Common Elements shall be 1/90th.

Each Unit's percentage of ownership in the Common Elements shall be subject to such easements as have been granted or may hereafter be granted to the City of Mequon or to public utilities.

Section 2. DESCRIPTION OF COMMON ELEMENTS AND FACILITIES: The Common Elements and facilities shall consist of:

- (a) The land described in this Declaration;
- (b) The driveways located on the land;

(c) All other parts of the property necessary or convenient to its existence, maintenance and safety, all normally in common use and not herein designated as Limited Common Elements;

(d) The foundations, columns, girders, beams, supports, main walls and roofs of the buildings;

(e) Areas set aside for storage of maintenance equipment;

(f) Installations for providing central services such as power, light, gas heating and cold water;

(g) Tanks, pumps, controls, fans, compressors, ducts and, in general, all apparatus and installations intended for common use;

Section 3. DESCRIPTION OF LIMITED COMMON ELEMENTS AND FACILITIES: The Limited Common Elements and Facilities are all porches, patios, walkways and driveways which service one Unit shall be a part of the Common Elements. Each Unit Owner shall be entitled to the exclusive use and possession of that Porch, patio, walkway and driveway, direct access to which is provided for his respective Unit, and which is or are located outside of and adjoining his respective Unit.

Section 4. RESTRICTIONS IN USE OF COMMON ELEMENTS:

(a) That portion of the common elements which are described in Exhibit A-2 are subject to an Open Space Easement dated May 24, 1984 and recorded with the Register of Deeds for Ozaukee County, Wisconsin on May 24, 1984 in Volume 509 of Records, on Pages 146-152, Document No. 350532. Such Open Space Easement provides in pertinent part:

"1. Uses Permitted for Land Described on Exhibit B (Exhibit A-2 herein): The land described on Exhibit A (Exhibit A-2 herein) shall be used only for (a) aesthetic, recreational and cultural enjoyment, and the convenience of residents of the Ville du Parc area, including their occasional guest; (b) drainage course; (c) installation as inconspicuously as possible of sewer, water, gas, electrical, telephone and other utility lines; television antenna and related facilities to serve or aid in the maintenance or operation of The Lakes and/or surrounding territory; (d) a country club now known as Ville du Parc Country Club, which provides such services and facilities and conducts such operations as are from time to time customarily provided or conducted by similar

clubs; and (e) other recreational uses which do not materially detract from the value of the surrounding territory by reason of such use of the restricted open space in lieu of other uses herein permitted."

SEE PAGE A-9(a)

(b) The Developer may use the land described in Exhibit A-3 for expansion of the Ville du Parc Country Club golf course. Such land is a portion of that described in Exhibit A-2 and as such is subject to the Open Space Easement above described. By acceptance of a deed of conveyance of a unit from the Declarant, the grantee of such unit and each assignee or successor in title to such unit shall, in the event the land described in Exhibit A-3 is used for expansion of the golf course, be deemed to consent and agree to the conveyance of such land to the Developer or its successor and assigns and shall be deemed to appoint Declarant, its successors and assigns as his, her, their or its attorney-in-fact for the purpose of executing a deed or deeds conveying to Declarant, its successors and assigns, fee simple title to the land described in Exhibit A-3, subject to said easement, and executing such other documents as may reasonably be necessary for such conveyance.

Section 5. RIGHTS OF OTHERS TO USE COMMON ELEMENTS: It is the intention that the lake area (being that area described on Exhibit A-2, hereinafter referred to as the "Lake Area") be available for the aesthetic, recreational and cultural enjoyment, and the convenience of all residents of the entire area known as Ville du Parc, including their occasional guests.

(a) The Board of Directors of The Lakes of Ville du Parc Condominium Association, Inc. is hereby directed:

(i) To establish rules and regulations for the use of the Lake Area by all residents of Ville du Parc and their occasional guests.

(ii) To establish a fee for such use.

(iii) To allow residents of Ville du Parc and their occasional guests, upon the payment of the fee to be established; and provided they comply with the rules and regulations established for the use of the Lake Area, to use the Lake Area for their aesthetic, recreational and cultural enjoyment.

(b) The fee to be established for the use of the Lake Area by households located in Ville du Parc, but not in The Lakes of Ville du Parc, shall, in no event, exceed the fee for a household located in The Lakes of Ville du Parc. The maximum

DECLARATION

(aa) That portion of the common elements which are described in Exhibit A-2 as Parcel B are subject to an open space easement dated August 26, 1982 and recorded with the Register of Deeds for Ozaukee County, Wisconsin on January 23, 1984 in Volume 503 of Records, on Pages 49 through 52, inclusive, as Document No. 347371. Such open space easement provides in pertinent part:

1. USES PERMITTED: The premises shall be used only for (a) aesthetic, recreational and cultural enjoyment, and the convenience of residence of the Ville du Parc area, including their occasional guest; (b) drainage courses; (c) installation as inconspicuously as possible of sewer, water, gas, electrical, telephone and other utility lines, television antennae and related facilities to serve or aid in the maintenance or operation of Ville du Parc VI and/or the surrounding territory; (d) a country club now known as Ville du Parc Country Club, which provides such services and facilities and conducts such operations as are from time to time customarily provided or conducted by similar clubs; and (e) any other recreational use which does not materially detract from the value of the surrounding territory by reason of such use of the restricted open space in lieu of the other uses herein permitted.

fee so established shall be:

(i) If the cost of care, maintenance and improvement of the Lake Area is assessed to each unit in The Lakes of Ville du Parc then the fee to be paid by any household which is not located in The Lakes of Ville du Parc shall be equal to the total assessment for all units in The Lakes of Ville du Parc divided by 90.

(ii) If the households of The Lakes of Ville du Parc are assessed for the care, maintenance and improvement of and to the Lake Area by usage then each household of Ville du Parc, not including The Lakes of Ville du Parc, which becomes the user of The Lakes of Ville du Parc's facilities, shall pay the same fee as is paid by a user household in The Lakes of Ville du Parc.

(c) The rules and regulations for the use of the Lake Area shall be uniform for residents and non-residents of The Lakes of Ville du Parc and shall be enforced uniformly.

(d) In the event that the Developer, its successors or assigns, exercises its rights under Section 4, above, and causes title to the land described in Exhibit A-3 to be conveyed to it, all rights of the residents of the Ville du Parc area granted herein shall terminate as to the land described in Exhibit A-3.

Section 6. NO PARTITION OF COMMON ELEMENTS: There shall be no partition of Common Elements through judicial proceedings or otherwise until this Declaration is terminated and the property is withdrawn from its terms or from the terms of any statute applicable to condominium ownership; provided, however, that if any Unit shall be owned by two or more co-owners as tenants-in-common or as joint tenants, nothing herein contained shall be deemed to prohibit a voluntary or judicial partition of said Unit Ownership between such co-owners.

ARTICLE IV

CONVEYANCE OF UNIT

Section 1. INTERESTS INCLUDED IN CONVEYANCE: No Unit Owner may sell, convey or transfer any legal or equitable interest in his Unit without including the percentage of ownership interest in the Common Elements and in all assets and liabilities of the Association appurtenant to the Unit; and any deed, mortgage or other instrument purporting to affect one or more of such interests, without including them all, shall be deemed to include all such rights, title, interests and obligations of the Unit Owner.

ARTICLE V

OTHER PROPERTY RIGHTS AND OBLIGATIONS OF OWNERS

Section 1. OWNER'S RIGHT TO INGRESS AND EGRESS AND SUPPORT: Each Owner shall have the right to ingress and egress over, upon and across the Common Elements necessary or access to his Unit and such rights shall be appurtenant to and pass with the title of each Unit.

Section 2. USE OF UNITS:

(a) The Units shall be occupied and used only for private residential dwelling purposes and for no other purposes. No trade or business shall be carried on anywhere within said Units. The Declarant may lease a Unit on such terms and conditions as it desires in its sole discretion, but after a Unit has been conveyed by Declarant to an owner, it may not thereafter be leased except for a term of not less than one (1) month. 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. If a Unit is leased as aforesaid, the Owner of such Unit shall notify the Association of the tenant's or tenants' name or names and telephone number. If an Owner of a Unit intends to leave such Unit for a period of more than one (1) month, such Owner shall notify the Association prior thereto of his forwarding address and of a telephone number where he can be reached.

(b) No Unit shall be occupied by more than two (2) unrelated persons. For the purpose of this document, a "related" person shall be defined as a spouse, parent, sibling, child, aunt, uncle or other lineal ancestor.

(c) No Owner of a Unit shall convey title thereto or permit occupancy thereof by a grantee or occupant, under lease or otherwise, whose family includes more than one child less than fourteen (14) years of age.

(d) No animal, except a permitted pet (as herein defined) or a permitted animal (as herein defined) shall be allowed within or about the premises.

A permitted pet is defined as a single caged bird or common small tank fish.

A permitted animal is defined as a single domestic dog or cat.

No animal or pet, whether a permitted animal or permitted pet, may be kept, bred or maintained for commercial purposes. Animals shall not be allowed at large and shall be under

control of a person when outside the Unit of its Owner, 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 animal.

(e) A Unit shall not be rented for transient or hotel purposes, which shall be defined as: (a) any rental for periods of less than thirty (30) days; or (b) any rental if the occupants of the Unit are provided customary hotel services, such as room service for food and beverage, maid service, bellboy service or laundry service; or (c) any rental where the lessor furnishes linen, cooking utensils, eating utensils, and/or telephone.

Section 3. USE OF COMMON ELEMENTS:

(a) No trade or business may be carried on in the Common Elements. There shall be no obstruction of the Common Elements, nor shall anything be kept or stored on any part of the Common Elements without the prior written consent of the Association except as specifically provided herein. Nothing shall be altered on, constructed or removed from the Common Elements except upon the prior written consent of the Association. No garbage or rubbish containers shall be placed or kept in any Common Elements or Limited Common Elements, other than those areas designated by the Association therefor. No clothes line shall be maintained on the Common Elements or Limited Common Elements and same shall not be used for hanging of clothes, rugs or other articles.

(b) An Owner of a Unit shall in no case paint, decorate, or alter the appearance of the Common Elements or exterior of the buildings without the consent of the Board of Directors of the Association. No Owner of a Unit 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 a Unit for sale.

(c) Parking areas (including driveways on which parking is allowed), whether designated as Common Elements or Limited Common Elements, shall be used only for the parking of private passenger automobiles, motorcycles and bicycles. Such vehicles shall at all times, be in running condition and bear current license plates. Persons using such parking areas shall, at reasonable times, for a reasonable period and upon reasonable notice, remove their vehicles therefrom to permit the parking areas to be repaired, resurfaced, repainted, striped or to permit cleaning thereof or the removal of snow therefrom or for similar purposes.

Section 4. PROHIBITION OF DAMAGE AND CERTAIN ACTIVITIES: Nothing shall be done or kept in any Unit or in the Common Elements or any part thereof which would increase the rate of insurance on the premises or any part thereof over what the Association, but for such activity, would pay, without the prior written consent of the Association. Nothing shall be done or kept in any Unit or in the Common Elements or any part thereof which would be in violation of any Statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body. No damage to, or waste of, the Common Elements or any part thereof shall be committed by any Owner or any invitee of any Owner, and each Owner shall indemnify and hold the Association and the other Owners harmless against all loss resulting from any such damage or waste caused by him or his invitee, to the Association or their Owners. No noxious, destructive or offensive activity shall be carried on in any Unit or in the Common Elements as may become an annoyance or nuisance (including the use of HiFis, stereos, musical instruments, televisions or radios at such time or in such volumes of sound as to be objectionable) to any other Owner or to any other person at any time lawfully occupying the Unit.

Section 5. RULES AND REGULATIONS: No Owner shall violate the rules and regulations for the use of the Units and of the Common Elements as adopted from time to time by the Association.

Section 6. DELEGATION OF USE: Any Owner may delegate, in accordance with the By-Laws, or this Declaration, his right of enjoyment of the Common Elements and facilities to the members of his family, to the tenants of his Unit or contract purchasers of his Unit and only to said individuals.

Section 7. TRANSFER FEE: A transfer fee of Fifty Dollars (\$50.00) shall be paid to the Association by each Unit Owner (other than the Developer) who shall sell a Unit to a new purchaser.

Section 8. CONSTRUCTION: In the event any construction or remodeling work shall be performed in or about a Unit by a Unit Owner, or his contractors, agents, servants, and/or employees, said Unit Owner shall be responsible for maintaining and keeping the Common Elements and public areas such as public walks and drives free and clear of debris, dust, and construction materials, and promptly cause the removal of such debris, dust and construction materials as may be placed thereon.

Section 9. SEPARATE MORTGAGES OF UNITS: Each Unit Owner shall have the right to mortgage or encumber his own respective Unit, together with his respective Ownership interest in the Common Elements. No Unit Owner shall have the right or authority to mortgage or otherwise encumber in any manner whatsoever the property or any part thereof, except his own Unit and his own respective Ownership interest in the Common Elements.

Section 10. SEPARATE REAL ESTATE TAXES: It is intended and understood that real estate taxes are to be separately taxed to each Unit Owner for his Unit and his corresponding percentage of Ownership in the Common Elements, as provided in the Wisconsin Condominium Ownership Act. In the event that, for any year, such taxes are not separately taxed to each Unit Owner, but are

taxed on the property as a whole, then each Unit shall pay his proportionate share thereof, the allocation in respect to Common Elements to be in accordance with his respective percentage of Ownership interest in the Common Elements. In the latter event, to assure the ability of each Unit Owner to pay his share of the real estate taxes the Association may establish an escrow account and require each Unit Owner to pay into such account a sum equal to one-twelfth (1/12th) his share of the estimated real estate taxes each month.

Section 11. MAINTENANCE, REPAIRS AND REPLACEMENTS:

(a) All maintenance, repairs and replacements to the Common Elements and facilities, and the Limited Common Elements and facilities, whether located inside or outside of the Units (unless necessitated by the negligence, misuse or neglect of a Unit Owner, in which case such expense shall be charged to such Unit Owner), shall be made by the Board of Directors and charged to the Unit Owners as a common expenses.

(b) The Owner of each Unit shall furnish, at his own expense, and be responsible for all maintenance, repairs and replacement of interior surfaces of each Unit together with utility lines, mechanical equipment and fixtures which serve only one Unit, and such fixtures and equipment which are located within one Unit; and glass surfaces, screens, doors, windows, door and window hardware appurtenant to each Unit. The expense of such maintenance, repairs and replacement shall be borne solely by each such Owner.

(c) No Unit Owner, except as otherwise provided herein or in the By-Laws, may do any alteration which would jeopardize the soundness or safety of the property, reduce the value thereof, or impair any easement or hereditament.

(d) In the event that the need for maintenance, repairs or replacement is caused through the willful or negligent act of an Owner, his family, guests or invitees, the costs of such maintenance, repairs or replacement shall be added to and become a part of the assessment to which such owner's Unit is subject.

Section 12. COMMON SURPLUSES: All Common Surpluses shall be credited to Unit Owners' assessments for common expense in proportion to their obligation for Basic Assessments. The Condominium Owners Association may from time to time provide for other common uses of such surpluses.

ARTICLE VI

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 1. MEMBERSHIP: Every Owner of a Unit shall be entitled and required to be a member of the Association. If title to a Unit is held by more than

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

Section 2. VOTING:

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

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

Section 3. UNIT VALUE FOR VOTING: The interest for each Unit shall be 1/90th and shall serve as a basis in determining the voting interest of each Unit on matters for determination by Unit Owners and as to other matters described in the Wisconsin Unit Ownership Act.

Section 4. AMPLIFICATION: The provisions of this article may be amplified by the Articles of Incorporation and the By-Laws of the Association; provided, however, that no such amplification shall substantially alter or amend any of the rights or obligations of the Owners set forth herein.

ARTICLE VII

RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 1. THE COMMON ELEMENTS: The Association, subject to the rights and duties of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Elements and all

DECLARATION

improvements thereon (including furnishings and equipment related thereto), and shall keep the same in good, clean, attractive and sanitary condition, order and repair.

Section 2. SERVICES: The Association may obtain and pay for the services of any person or entity to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper operation of the Common Elements, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or which it contracts. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Common Elements or the enforcement of this Declaration. The Association may arrange with others to furnish water, trash collection and other common services to each Unit.

Section 3. PERSONAL PROPERTY FOR COMMON USES: The Association may acquire and hold for the use and benefit of all of the Owners tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be deemed to be owned by the Owners in the same proportion as their respective interests in the Common Elements. Such interest shall not be transferable except with the transfer of a Unit. A transfer of a Unit shall transfer to the transferee ownership of the transferor's beneficial interest in such property without any reference thereto. The transfer of title to a Unit under foreclosure shall entitle the purchaser to the interest in such personal property associated with the foreclosed Unit.

Section 4. RULES AND REGULATIONS: The Association may make reasonable rules and regulations governing the use of the Units and of the Common Elements, which rules and regulations shall be consistent with the rights and duties established in this Declaration.

Section 5. IMPLIED RIGHTS: The Association may exercise any other right or privilege given to it expressly by this Declaration or by law, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

Section 6. PERSONAL LIABILITY: NO DIRECTOR or OFFICER of the ASSOCIATION shall be personally liable to any UNIT OWNER or to any other party, including the Association, for any loss or damage suffered or claimed on account of any act, omission, error or negligence of such Officer or Director acting in such capacity, provided such person acted in good faith, without willful or intentional misconduct.

ARTICLE VIII

COVENANT FOR ASSESSMENTS

Section 1. AGREEMENT TO PAY ASSESSMENT: Developer for each Unit owned by it hereby covenants, and each Owner of any Unit by the acceptance of a deed

DECLARATION

therefor, whether or not it be so expressed in the deed, shall be deemed to covenant and agree with each other and with the Association to pay to the Association for the purpose provided in this Declaration, annual assessments, special assessments for capital improvements, and assessments for any other matters as provided in this Declaration. Such assessments shall be fixed, established and collected from time to time in the manner provided in this Article.

Section 2. PURPOSE OF ASSESSMENTS: The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the Members and for the improvement and maintenance of the Common Elements, and such emergency repairs as the Association may deem necessary.

Section 3. ANNUAL ASSESSMENTS: The Board of Directors of the Association shall from time to time, and at least annually, prepare a budget and fix the annual assessment. The Board of Directors shall prepare a separate budget for the care, maintenance and improvement, if any, of and to the Lake Area as defined in Article III, Section 5, above.

Section 4. SPECIAL ASSESSMENT FOR CAPITAL IMPROVEMENTS: In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purposes of: (a) defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Elements including fixtures and personal property related thereto; (b) offsetting shortages resulting from noncollection of the annual assessment or underestimation; and (c) unusual or unpredicted costs such as cost of collecting annual assessment or enforcement of the provisions of the Declaration; provided, however, that any such assessment shall have the assent of two-thirds (2/3) of the votes of Members affected who are voting in person or by proxy at a meeting duly called for this purpose. The cost of the initial Common Element improvements is excluded from the special assessments authorized in this section, such cost to be borne by Developer.

Section 5. SPECIAL ASSESSMENT AGAINST A PARTICULAR UNIT: Special assessments may be made by the Board against a particular Unit Owner and his Unit for:

- (a) Costs and expenses (anticipated or incurred) for damage to the Common Elements caused by or at the direction of that Unit Owner or guests or tenants of the Unit Owner or other occupants of the Unit;

- (b) Costs, expenses and actual attorneys' fees incurred in, or in anticipation of, any suit, action or other proceeding to enforce the Act, the Declaration, the By-Laws, or the Rules or Regulations where there is found to be a violation thereof;

- (c) Costs and expenses (anticipated or incurred) for emergency repairs to a Unit;

(d) Liabilities, costs and expenses incurred by the Association as a result of any temporary or permanent condition or defect in the Unit or the storage area appurtenant to the Unit;

(e) Interest due on General and Special Assessments;

(f) Forfeitures and other penalties levied by the Board for violations of the Condominium Documents by a Unit Owner or the tenants or guests of the Unit Owner or occupants of a Unit.

(g) All other costs and expenses anticipated or incurred by the Association which are subject to special assessments as provided under this Declaration or the By-Laws.

Section 6. NOTICE OF MEETINGS: Written notice of any meeting called for the purpose of taking any action authorized under Section 4 shall be sent to all affected members and any mortgagee who shall request such notice in writing not less than ten (10) days or more than sixty (60) days in advance of the meeting. The presence, at such meeting, of members or of proxies entitled to cast twenty-five percent (25%) of all the votes affected shall constitute a quorum.

Section 7. UNIFORM RATE OF ASSESSMENT: Both annual and Special Assessments must be fixed at a uniform rate for all Units; provided, however, the Association shall assess an individual Unit for all sums due solely from that Unit as provided in Section 5 of this Article, and provided, further, that the assessment for the care, maintenance and improvement of the Lake Area (Article III, Section 5) may be based on use.

Section 8. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS: The annual assessments provided for herein shall be payable in monthly installments and shall commence as to all Units on the first day of the first month following the conveyance of the first Unit by the Developer. The first annual assessment shall be adjusted according to the number of months then remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Unit at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Unit have been paid.

Section 9. LIEN FOR ASSESSMENTS: All sums assessed to any Unit pursuant to this Article, together with interest thereon as provided herein, shall be secured by a lien on such Unit in favor of the Association. Such lien shall be superior to all other liens and encumbrances on such Unit, except only for:

(a) Liens of general and special taxes; and

DECLARATION

(b) A lien for all sums unpaid on a first mortgage, or on any mortgage to the Developer, duly recorded in the Ozaukee County, Wisconsin, real estate records, prior to the making of such assessment, including all unpaid obligatory advances to be made pursuant to such mortgage and all amounts advanced pursuant to such mortgage and secured by the lien thereof in accordance with the terms of such instrument; and

(c) Mechanics liens filed prior to the making of the assessment; and

(d) All sums unpaid on any mortgage loan made pursuant to Section 45.80 Wisconsin Statutes.

All other lienors acquiring liens on any Unit after this Declaration has been recorded shall be deemed to consent that such liens shall be inferior to future liens for assessments, as provided herein, whether or not such consent be specifically set forth in the instruments creating such liens.

To evidence a lien for sums assessed pursuant to this Article, the Association may prepare a written notice of lien setting forth the amount of the assessment, the date due, the amount remaining unpaid, the name of the Owner of the Unit, and a description of the Unit. Such a notice shall be signed by the Association and may be recorded in the office of the Clerk of the Circuit Court or Register of Deeds of Ozaukee County, Wisconsin. No notice of lien shall be recorded until there is a delinquency in payment of the assessment. Such lien may be enforced by judicial foreclosure by the Association in the same manner in which mortgages on real property may be foreclosed in Wisconsin. In any such foreclosures, the Owner shall be required to pay the costs and expenses of filing the notice of lien, of all proceedings and all reasonable attorney's fees. All such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Association any assessments against the Unit which shall become due during the period of foreclosure. The Association shall have the right and power to bid at the foreclosure sale or other legal sale and to acquire, hold, convey, lease, rent, encumber, use and otherwise deal with the Unit as the Owner thereof. A release of notice of lien shall be executed by the Association in such form as to be recordable in the Ozaukee County, Wisconsin, real estate records, upon payment of all sums secured by a lien which has been made the subject of a recorded notice of lien.

Any encumbrancer holding a mortgage or other lien on a Unit may pay, but shall not be required to pay, any amounts secured by the lien created by this Section, and upon such payment such encumbrancer shall be subrogated to all rights of the Association with respect to such lien, including priority.

The Association shall upon written request report to any encumbrancer of a Unit any unpaid assessments remaining unpaid for longer than thirty (30) days after the same shall have become due and any default in the performance by the individual Unit Borrower of any obligation under the condominium

documents which is not cured within thirty (30) days; provided, however, that such encumbrancer first shall have furnished to the Association written notice of such encumbrance.

Section 10. EFFECT OF NONPAYMENT OF ASSESSMENTS: REMEDIES OF THE ASSOCIATION: Any assessments which are not paid when due shall be delinquent. Any assessment or installment thereof not paid within ten (10) days after the due date shall bear interest from the due date at a rate of interest which is two percent (2%) higher than the rate prescribed by the Wisconsin Statutes to be collected upon execution upon judgment. (In lieu of charging such interest, the Board may, from time to time, fix a reasonable late fee for each month or fraction thereof that such assessment is not paid). All payments on account shall be first applied to the interest or late charge, if any, and then to the assessment payment first due. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Elements or abandonment of his Unit. A suit to recover a money judgment for unpaid assessments hereunder may be maintainable without foreclosing or waiving the lien securing the same. If any installment of any assessment becomes delinquent, the privilege of paying such assessment in installments shall be terminated and, if such delinquent installment be of an annual assessment, the entire annual assessment for the remainder of the fiscal year, or if the delinquent installment be of a special assessment, the entire special assessment, shall be considered at once, without further notice, due and payable and shall be considered delinquent.

Section 11. SUBORDINATION OF THE LIEN TO MORTGAGES: The lien of the assessments provided for herein shall be subordinate to the liens described in Section 10 (a), (b), (c) and (d) above. Sale or transfer of any Unit shall not affect the assessment lien. The sale or transfer of any Unit pursuant to a mortgage foreclosure shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer and such unpaid assessments shall be deemed to be common expenses collectible from all of the Owners excluding the acquirer, his successors and assigns. No sale or transfer shall relieve such Unit from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE IX

ARCHITECTURAL CONTROL

Section 1. ARCHITECTURAL CONTROL COMMITTEE AUTHORITY: No exterior additions or alterations, including painting or decorating, to the buildings, porch, patios, additional fences, or changes in existing fences, hedges, walls, walkways and other structures or addition of air conditioning equipment shall be commenced, erected or maintained except such as are installed or approved by the Developer in connection with the initial preparation of the building, until the plans and specifications showing the nature, kind, shape, height, materials, location, color and approximate cost of same shall have been submitted to and approved in writing as to harmony of external design and

location in relation to the building by an Architectural Control Committee composed of the Board of Directors of the Association, or by a representative or representatives designated by the Board of Directors. In the event said Committee, or its designated representatives, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, and if no suit to enjoin the making of such additions, alterations or changes has been commenced within sixty (60) days of application, such approval shall be deemed to have been given. If no application has been made to the Architectural Control Committee or their representatives, suit to enjoin or remove such additions, alterations or changes may be instituted at any time. Neither the members of the Architectural Control Committee nor its designated representatives shall be entitled to compensation to themselves for services performed pursuant to this paragraph, but compensation may be allowed to independent professional advisors retained by the Architectural Control Committee.

Section 2. ANTENNAE: Exterior antennae shall not be placed on the building without the approval of the Architectural Control Committee or its designated representatives.

Section 3. DEVELOPER CONTROL: During the period of Developer Control, Developer shall act as the Architectural Control Committee unless he delegates such function to the Board of Directors.

ARTICLE X

PARTY WALLS

Section 1. GENERAL RULES OF LAW TO APPLY: Each wall which is built as a part of the original construction of the building and placed on the dividing line between the Units shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. SHARING OF REPAIR AND MAINTENANCE: The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. RIGHT TO CONTRIBUTION RUNS WITH LAND: The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 4. ENCROACHMENTS: Some of the Units may be aesthetically and functionally designed with drains, air conditioning equipment and other structures that encroach or overhang adjoining Units. The Owner of each Unit hereby takes title subject to a perpetual easement for any such overhang or encroachment and each encroaching or overhanging Unit or other structure, drain, or air conditioning equipment may be repaired, rebuilt or replaced in such a fashion as to permit these overhangs and encroachments to be reestablished but not enlarged without consent of the servient Owner and the

Association.

ARTICLE XI

INSURANCE

Section 1. OBLIGATION OF ASSOCIATION: The Association, for the benefit of all Unit Owners, shall insure the Property against loss or damage by fire and such other hazards as the Association may deem desirable, for the full insurable replacement cost of the Property, without prejudice to the right of each Unit Owner to also insure his own Unit for his own benefit. The premiums for such insurance on the Property shall be deemed common expenses; provided, however, that in charging the same to the Unit Owners, consideration may be given to the higher premium rates on some Units than on others. Such insurance coverage shall be written in the name of, losses under shall be adjusted by, and the proceeds of such insurance shall be payable to, the Association as trustee for the Unit Owners or Unit Owner. The Association may engage the services of any bank or trust company authorized to do trust business in Wisconsin to act as trustee, agent, or depository on behalf of the Association for the purpose of receiving and disbursing the insurance proceeds resulting from any loss, upon such terms as the Association shall determine consistent with the provisions of this Declaration. The fees of such corporate trustee shall be common expenses. In the event of any loss in excess of \$50,000.00 in the aggregate, the Association shall engage a corporate trustee as aforesaid, or in the event of any loss resulting in the destruction of the major portion of one or more Units, the Association shall engage a corporate trustee as aforesaid upon the written demand of the mortgagee or Owner of any Unit so destroyed.

Section 2. COMBINED INSURANCE: If insurance coverage is available to combine protection for the Association and the Unit Owner's individual Unit, the Board of Directors is hereby given discretionary power to negotiate such combination of insurance protection on an equitable cost sharing basis under which the Unit Owner would be assessed individually for the amount of insurance which he directs the Board of Directors to include in such policies for his additional protection. Copies of all such policies shall be provided to each mortgagee. Nothing contained in this paragraph shall be deemed to prohibit any Unit Owner, at his own expense, to provide any additional insurance coverage on his improvements or on his Unit which will not duplicate any insurance provided by the Association or Unit Owners.

Section 3. INSURANCE PROCEEDS: The proceeds of such insurance shall be applied by the Association or by the trustee on behalf of the Association for the repair or reconstruction of the Common Elements and Unit or Units; and the rights of the mortgagee of any Unit under any standard mortgage clause endorsement to such policies shall, notwithstanding anything to the contrary therein contained, at all times be subject to the provisions herein with respect to the application of insurance proceeds to reconstruction of the Unit or Units. Payment by an insurance company to the Association or to such trustee of the proceeds of any policy, and the receipt of release from the Association of the company's liability under such policy, shall constitute a

full discharge of such insurance company, and such company shall be under no obligation to inquire into the terms of any trust under which such proceeds may be held pursuant thereto, or to take notice of any standard mortgage clause endorsement inconsistent with the provisions hereof, or to see to the application of any payments of the proceeds of any policy by the Association or the corporate trustee.

Section 4. DESTRUCTION AND RECONSTRUCTION: In the event of a partial or total destruction of one or more Units, they shall be rebuilt and repaired as soon as practicable and substantially to the same design, plan and specifications as originally built, unless within thirty (30) days after such partial or total destruction, all of the Owners of Units and two-thirds (2/3) of the holders of first mortgages subject to this Declaration agree not to repair or rebuild. On reconstruction the design, plan and specifications of any building or Unit may vary from that of the original upon approval of the Association; provided, however, that the number of square feet of any Unit may not vary by more than five percent (5%) from the number of square feet for such Unit as originally constructed, and the location of the Unit shall be substantially the same as prior to the damage or destruction.

Section 5. PARTITION: The Association shall have the right to levy assessments against the Units involved in the event that the proceeds of any insurance collected are insufficient to pay the estimated or actual costs of repair or reconstruction; provided, however, that in the event of damage to an extent more than the available insurance, this Condominium shall be subject to an action for partition, upon obtaining the written consent of the Unit Owners having no less than seventy-five percent (75%) of the votes. In the event of partition, the net proceeds of sale, together with any net proceeds of insurance shall be considered as one fund and shall be divided among all Unit Owners in proportion to their liability for assessments and shall be distributed in accordance with the priority interests in each Unit.

Section 6. OTHER INSURANCE: The Association shall maintain, as a common expense, the following insurance coverages:

(a) Public liability insurance covering the Association and the Board and members of the Association against liability for damages or personal injuries sustained by any person, firm or corporation arising out of or resulting in whole or in part from the condition, use or operation of any Common Elements or from any activity of the Association, with limits of not less than \$500,000/person and \$1,000,000/occurrence for bodily injury or death and not less than \$250,000/occurrence for property damage, including a waiver of subrogation rights against any member, Officer or Director of the Association;

(b) Workmen's Compensation insurance to the extent necessary to comply with applicable law;

(c) Indemnity, faithful performance, fidelity and other

bonds, as may be required by the Board, to carry out the Association functions and to insure the Association against any loss from malfeasance or dishonesty of any employee or other person charged with management or possession of Association funds or other property;

(d) Any other insurance coverage or additional protection which the Board may deem necessary or advisable, including without limitation comprehensive liability insurance.

ARTICLE XII

NOTICES

All notices and other documents required to be given by this Declaration or by the By-Laws of the Association, shall be sufficient if given to one registered owner of a Unit regardless of the number of Owners who have an interest therein. Notices and other documents to be served upon Declarant or the Association shall be personally served on the agent specified for receipt of process herein or mailed by certified mail, return receipt requested to the agent specified for receipt of process herein at the address of that agent as provided herein. All Owners shall provide the Secretary of the Association with the address for the mailing or service of any notice or other documents and the Secretary shall be deemed to have discharged his duty with respect to giving of such notice by mailing it or having it delivered personally to such address as is on file with him. If the Unit Owners fail to provide such address, the Secretary shall be deemed to have discharged his duty with respect to the giving of such notice by mailing it or having it delivered personally to the Unit.

ARTICLE XIII

EXCULPATION OF ASSOCIATION LIABILITY

In the event any Unit Owner shall suffer damages to the contents, improvements or betterments of his Unit, as a result of water damages caused by the bursting of any plumbing or heating pipes, no liability therefor shall attach to the Association and the cost for such repairs shall accrue to such individual Unit Owner.

ARTICLE XIV

DEVELOPER'S RIGHTS

Until such time as the Developer has sold all of the Units in the condominium the Developer shall have the right to use any unsold Units and the Common Areas as may be necessary to expedite the sale of Units, including, but not limited to, the maintaining of a sales office, the holding of open house and the erecting of signs.

ARTICLE XV

GENERAL PROVISIONS

Section 1. ENFORCEMENT: The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations, now or hereafter imposed by the provisions of this Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. SEVERABILITY: If any provision, or any part thereof, of this Declaration or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Declaration, or the application of such provision, or any part thereof, to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision or any part thereof, of this Declaration shall be valid, and be enforced to the fullest extent.

Section 3. FAILURE OF ASSOCIATION TO INSIST ON STRICT PERFORMANCE NOT WAIVER: The failure of the Association to insist, in any one or more instances, upon the strict performance of any of the terms, covenants, conditions or restrictions of this Declaration, or to exercise any right or option herein contained, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment for the future of such term, covenant, condition or restriction, but such term, covenant, condition or restriction shall remain in full force and effect. The receipt by the Association of payment of any assessment from a Unit Owner, with knowledge of the breach of any covenant thereof, shall not be deemed as a waiver of such breach, and no waiver by the Association of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Association.

Section 4. TERMINATION: This Declaration may be terminated only by the unanimous consent of all of the Owners of all Units and all of the parties holding mortgages, liens or other encumbrances against any of said Units, in which event the termination of the Declaration shall be by such plan as may be then adopted by said Owners and parties holding any mortgages, liens or other encumbrances. The instruments necessary for such termination shall be recorded in Ozaukee County, Wisconsin.

Section 5. PERPETUITIES AND RESTRAINTS ON ALIENATIONS: If any of the privileges, covenants or rights created by this Declaration would otherwise be unlawful or void for violation of: 1) the rule against perpetuities or some analogous statutory provisions; 2) the rule restricting restraints on alienation, or 3) any other statutory or common law rules imposing time limits, then such provisions shall continue only until twenty-one (21) years after the death of the now living lawful descendants of RONALD REAGAN, President of the United States of America.

ELIMINATION OF UNITS

Section 1. ELIMINATION OF UNITS: Declarant expressly reserves unto itself, its successors and assigns, in its or their sole discretion, the right to eliminate units at anytime for a period commencing with the date of the recording of this Amendment to Declaration and expiring on the tenth anniversary of the date of the recording of this Declaration, provided that no more than six (6) units may be eliminated.

Section 2. CHANGE IN FRACTIONAL OR PERCENTAGE INTEREST: In the event of elimination of units, Article III, Section 1 shall be amended to change each unit's percentage of ownership in the common elements and Article VI, Section 3 shall be amended to change the value of each unit for voting purposes. The new percentage of each unit of ownership in the common elements and value for voting shall be that fraction using the number 1 as the numerator and the total number of units, after such elimination, as the denominator.

Section 3. PROCEDURE FOR ELIMINATION: The right to eliminate units herein created and reserved for the Declarant, its successor and assigns, shall be exercised by recording a supplement or supplements to this Declaration which shall not be deemed an amendment to this Declaration within the meaning of Article XV, Section 6. Nothing contained herein shall be construed so as to create any obligation on behalf of the Declarant, its successors and assigns, to in fact undertake elimination of units. By acceptance of a deed of conveyance of a unit from the Declarant, the grantee of such unit and each assignee or successor in title to such unit shall, in the event of elimination as aforesaid, be deemed to consent and agree to the adjustment in the fractional or percentage of undivided interest in the common elements, liabilities for common expenses and the right to common surpluses; and Declarant, its successors and assigns, shall have, in the event of such elimination, the right, power and authority to execute, deliver and record in the office of the Register of Deeds for Ozaukee County, Wisconsin, in its own behalf, and on behalf of the grantee and each successor entitled to each unit, such instruments, if any, as may be required to effectuate such elimination and adjustment in the percentage or fractional undivided interest in the common elements, the liabilities for common expenses and the rights to common surpluses, and the total number of votes in the Association.

Upon request of the Developer or any title company issuing a policy of title insurance for the unit, the original grantee of a unit and each successor in title shall sign a consent form on the deed conveying title, in a form acceptable to the Developer or the title company, consenting and agreeing to the adjustment in the fractional or percentage of undivided interest in the common elements, common liabilities for common expenses and the rights to common surpluses and the total number of votes in the Association.

Section 4. CONSENT OF UNIT OWNERS AND POWER OF ATTORNEY: Each unit owner of a condominium unit shall be deemed by acceptance of a deed to any unit to agree, approve and consent to the aforesaid elimination, or series of eliminations, or any part thereof, and the aforesaid adjustments in the percentages of the undivided interest in the common and limited common elements and facilities pertaining to each unit and its owner, and shall be deemed to grant to Declarant, its successors and assigns, an irrevocable power of attorney, coupled with an interest, to act for and in the stead of such unit owner with respect to the aforesaid elimination (as closed) and the filing and recording of amendments to this Declaration with respect thereto in conformance with this section.

Section 5. EFFECT OF ELIMINATION: In the event of the elimination of a unit the area on which such unit would otherwise be located shall be a part of the common elements.

DECLARATION

Section 6. AMENDMENTS: Except as hereinafter limited and provided, this Declaration may be amended by an instrument signed by the Developer alone at any time prior to the sale of twenty-five (25%) percent of the Units and thereafter signed by not less than seventy-five (75%) percent of the Unit Owners; provided, however, that such amendment shall not substantially alter any of the rights or obligations of the Owners and/or members.

No Amendment to this Declaration shall be adopted which would operate to affect the validity or priority of any mortgage or which would alter, amend or modify, in any manner whatsoever, the rights, powers and privileges granted and reserved herein, in favor of any mortgagee or in favor of the Developer without the consent of all such mortgagees or the Developer, as the case may be.

Any Amendment must be recorded in Ozaukee County, Wisconsin.

Section 7. REGISTERED AGENT FOR SERVICE OF PROCESS: The registered agent for service of process and the address for the registered agent, shall be the registered agent and the address of the registered agent of the Lakes of Ville du Parc Condominium Association, Inc. as provided for in the Articles of Incorporation and amendments thereto.

Section 8. 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.

Section 9. 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.

SEE PAGE A-26(a)

IN WITNESS WHEREOF, the Developer, Ville du Parc Country Club, Inc., has caused this Declaration to be executed by Robert W. Chamberlain, its President, and Bradley R. Chamberlain, its Secretary, and caused its corporate seal to be thereto affixed this 21st day of December, 1984.

VILLE DU PARC COUNTRY CLUB, INC.

By: 1s/ Robert W. Chamberlain
Robert W. Chamberlain, President

Attest: 1st Bradley R. Chamberlain
Bradley R. Chamberlain, Secretary

STATE OF WISCONSIN)
) SS
MILWAUKEE COUNTY)

Personally came before me this 21st day of December, 1984, the above named Robert W. Chamberlain, President and Bradley R. Chamberlain,

DECLARATION

Secretary of Ville du Parc Country Club, Inc., to me known to be the persons who executed the foregoing instrument and acknowledged the same.

/s/ Alice M. Bush

Alice M. Bush

Notary Public State of Wisconsin

My Commission Expires April 24, 1988

This instrument was drafted by Eli C.
Frank, of the law firm of Hiller, Frank &
Rakita, S.C.

That part of Government Lots 6, 7 and 8 in the NW 1/4 and the SW 1/4 of Section 18, T 9 N, R 22 E, in the City of Mequon, Ozaukee County, Wisconsin, all of which is bounded and described as follows:

Beginning at the West 1/4 corner of Section 18:

Thence South 01° 26' 38" East along the West line of the SW 1/4 of Section 18 aforesaid 398.32 ft. to a point, being the point of beginning of the lands herein to be described:

Thence North 89° 27' 10" East 952.65 ft. to a point:

Thence North 02° 13' 55" West 1374.63 ft. to a point:

Thence North 89° 24' 19" East 556.46 ft. to a point:

Thence South 35° 05' 07" East 210.71 ft. to a point:

Thence South 03° 25' 39" East 583.62 ft. to a point:

Thence South 13° 34' 16" West 727.19 ft. to a point:

Thence South 87° 46' 21" West 51.96 ft. to a point:

Thence South 13° 34' 16" West 415.12 ft. to a point:

Thence North 88° 43' 21" East 1276.39 ft. to a point, being a meander point on the Westerly bank of the Milwaukee River:

Thence South 30° 51' 21" West along said meander line 30.03 ft. to a point on the North line of Parcel 4 of Tract 5 of Certified Survey Map recorded as Document No. 191040 aforesaid:

Thence North 88° 10' 41" East 7.54 ft. to a point on a meander line along the Northerly bank of the Milwaukee River:

Thence South 71° 08' 22" West along said meander line 1839.23 ft. to a point:

Thence North 01° 35' 18" West 157.97 ft. to a point:

Thence North 88° 24' 42" East 5.75 ft. to a point:

Thence North 27° 01' 42" East 128.00 ft. to a point:

Thence South 88° 20' 02" West 413.39 ft. to a point:

Thence North 01° 26' 38" West 1.09 ft. to a point:

Thence South 88° 23' 22" West 445.02 ft. to a point in the West line of the SW 1/4 of Section 18:

Thence North 01° 26' 38" West along said West line of said 1/4 section 376.24 ft. to a point:

Thence North 88° 33' 22" East 235.00 ft. to a point:

Thence North 01° 26' 38" West 375.00 ft. to a point:

Thence South 88° 33' 22" West 235.00 ft. to a point:

Thence North 01° 26' 38" West 65.34 ft. to the point of beginning.

Together with all riparian rights between aforementioned lands and the Milwaukee River.

Also subject to the rights of the public in Fieldwood Road.

That part of the SW 1/4 and the NW 1/4 of Section 18, T 9 N, R 22 E, in the City of Mequon, Ozaukee County, Wisconsin which is bounded and described as follows: Commencing at the West 1/4 corner of Section 18; thence North 01° 40' 39" West along the West line of the NW 1/4 of Section 18 aforesaid 2141.87 ft. to a point: thence South 85° 40' 39" East 650.00 ft. to a point: thence South 07° 59' 44" East 1122.49 ft. to a point: thence South 04° 07' 36" West 691.83 ft. to a point: thence South 50° 43' 12" West 884.95 ft. to a point in the West line of the SW 1/4 of Section 18: thence North 01° 26' 38" West along the West line of the SW 1/4 of Section 18 aforesaid 270.00 ft. to the point of beginning. Subject to the rights of the public in Fieldwood Road.

THAT PART OF THE NW 1/4 AND THE SW 1/4 OF SECTION 18, T 9 N, R 22 E, IN THE CITY OF MEQUON OZAUKEE COUNTY, WISCONSIN, WHICH IS BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 18;

THENCE NORTH 89° 24' 19" EAST ALONG THE NORTH LINE OF SAID 1/4 SECTION 213.54 FT. TO A POINT;

THENCE SOUTH 01° 50' 39" EAST 236.42 FT. TO A POINT;

THENCE NORTH 89° 24' 19" EAST AND PARALLEL WITH THE NORTH LINE OF SAID 1/4 SECTION 122.30 FT. TO A POINT;

THENCE SOUTH 50° 07' 39" EAST 609.16 FT. TO A POINT;

THENCE SOUTH 35° 05' 07" EAST 1274.22 FT. TO A POINT;

THENCE SOUTH 89° 24' 19" WEST AND PARALLEL WITH THE NORTH LINE OF SAID 1/4 SECTION 556.46 FT TO A POINT;

THENCE SOUTH 02° 13' 55" EAST 1374.63 FT. TO A POINT;

THENCE SOUTH 89° 27' 10" WEST 952.65 FT. TO A POINT ON THE WEST LINE OF THE SW 1/4 OF SECTION 18;

THENCE NORTH 01° 26' 38" WEST ALONG SAID WEST LINE 128.32 FT. TO A POINT;

THENCE NORTH 50° 43' 12" EAST 884.94 FT. TO A POINT;

THENCE NORTH 04° 07' 36" EAST 691.83 FT. TO A POINT;

THENCE NORTH 07° 59' 44" WEST 1122.49 FT. TO A POINT;

THENCE NORTH 85° 40' 39" WEST 650.00 FT. TO A POINT;

THENCE NORTH 01° 40' 39" WEST 520.00 FT. TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 29.16 ACRES OF LAND.

LEGAL DESCRIPTIONAREA OF SPECIAL USE - OPEN SPACE

That part of Government Lots 6, 7 and 8 in the NW 1/4 of the SW 1/4 of Section 18, T 9 N, R 22 E, in the City of Mequon, Ozaukee County, Wisconsin, all of which is bounded and described as follows:

Beginning at the West 1/4 corner of Section 18:

Thence South 01° 26' 38" East along the West line of the SW 1/4 of Section 18 aforesaid 398.32 ft. to a point, being the point of beginning of the lands herein to be described:

Thence North 89° 27' 10" East 952.65 ft. to a point:

Thence North 02° 13' 55" West 1374.63 ft. to a point:

Thence North 89° 24' 19" East 556.46 ft. to a point:

Thence South 35° 05' 07" East 210.71 ft. to a point:

Thence South 03° 25' 39" East 583.62 ft. to a point:

Thence South 13° 34' 16" West 727.19 ft. to a point:

Thence South 87° 46' 21" West 51.96 ft. to a point:

Thence South 13° 34' 16" West 415.12 ft. to a point:

Thence South 88° 43' 21" West 495.62 ft. to a point:

Thence North 01° 26' 38" West 164.13 ft. to a point:

Thence North 42° 13' 33" West 350.46 ft. to a point:

Thence South 89° 27' 10" West 319.57 ft. to a point:

Thence North 01° 26' 38" West 5.00 ft. to a point:

Thence South 88° 33' 22" West 235.00 ft. to a point:

Thence North 01° 26' 38" West 65.34 ft. to the point of beginning.

Also subject to the rights of the public in Fieldwood Road.

PARCEL B
ADDITIONAL AREA OF SPECIAL
 USE - OPEN SPACE

That part of the NW 1/4 and the SW 1/4 of Section 18, T 9 N, R 22 E, in the City of Mequon, Ozaukee County, Wisconsin, which is bounded and described as follows:

Beginning at the Northwest corner of said Section 18;

Thence North 89° 24' 19" East along the North line of said 1/4 Section 213.54 ft. to a point;

Thence South 01° 50' 39" East 236.42 ft. to a point;

Thence North 89° 24' 19" East and parallel with the North line of said 1/4 Section 122.30 ft. to a point;

Thence South 50° 07' 39" East 609.16 ft. to a point;

Thence South 35° 05' 07" East 1274.22 ft. to a point;

Thence South 89° 24' 19" West and parallel with the North line of said 1/4 Section 556.46 ft. to a point;

Thence South 02° 13' 55" East 1374.63 ft. to a point;

Thence South 89° 27' 10" West 952.65 ft. to a point on the West line of the SW 1/4 of Section 18;

Thence North 01° 26' 38" West along said West line 128.32 ft. to a point;

Thence North 50° 43' 12" East 884.94 ft. to a point;

Thence North 04° 07' 36" East 691.83 ft. to a point;

Thence North 07° 59' 44" West 1122.49 ft. to a point;

Thence North 85° 40' 39" West 650.00 ft. to a point;

Thence North 01° 40' 39" West 520.00 ft. to the point of beginning.

The above described parcel contains 29.16 acres of land.

LEGAL DESCRIPTIONAREA OF SPECIAL USE - GOLF COURSE

That part of the SW 1/4 of Section 18, T 9 N, R 22 E, in the City of Mequon, Ozaukee County, Wisconsin, which is bounded and described as follows:

Beginning at the West 1/4 corner of Section 18:

Thence South 01° 26' 38" East along the West line of the SW 1/4 of Section 18 aforesaid 463.66 ft. to a point:

Thence North 88° 33' 22" East 235.00 ft. to a point:

Thence South 01° 26' 38" East 5.00 ft. to a point, said point being the point of beginning of the lands herein to be described:

Thence North 89° 27' 10" East 319.57 ft. to a point:

Thence South 42° 13' 53" East 350.46 ft. to a point:

Thence South 01° 26' 38" East 164.13 ft. to a point:

Thence North 88° 43' 21" East 1772.01 ft. to a point on a meander line along the Westerly bank of the Milwaukee River:

Thence South 30° 51' 21" West along said meander line 30.03 ft. to a point on the North line of Parcel 4 of Tract 5 of Certified Survey Map recorded as Document No. 191040 aforesaid:

Thence North 88° 10' 41" East 7.54 ft. to a point on a meander line along the Northerly bank of the Milwaukee River:

Thence South 71° 08' 22" West along said meander line 1839.23 ft. to a point:

Thence North 01° 35' 18" West 157.97 ft. to a point:

Thence North 88° 24' 42" East 5.75 ft. to a point:

Thence North 27° 01' 42" East 128.00 ft. to a point:

Thence South 88° 30' 02" West 413.39 ft. to a point:

Thence North 01° 26' 38" West 1.09 ft. to a point:

Thence South 88° 23' 22" West 445.02 ft. to a point in the West line of the SW 1/4 of Section 18:

Thence North 01° 26' 38" West along said West line of said 1/4 section 376.24 ft. to a point:

Thence North 88° 33' 22" East 235.00 ft. to a point:

Thence North 01° 26' 38" West 370.00 ft. to the point of beginning.

Together with all reparation rights between aforementioned lands and the Milwaukee River.

Also subject to the rights of the public in Fieldwood Road.

DECLARATION

THE LAKES OF VILLE DU PARC
A CONDOMINIUM

Mequon, Wisconsin

LAKE ISLE DRIVE

UNIT	ADDRESS
33	2647 W
34	2645 W
35	2643 W
36	2641 W
37	2639 W
38	2637 W
39	2635 W
40	2633 W
41	2631 W
42	2629 W
43	2627 W
44	2625 W
45	2623 W
46	2621 W
47	2619 W
48	2617 W
49	2615 W
50	2613 W
51	2611 W
52	2609 W
53	2607 W
54	2605 W
55	2603 W
56	2601 W
57	2600 W
58	2600 W
59	2600 W
60	2600 W
61	2600 W
62	2600 W
63	2600 W
64	2600 W
65	2600 W
66	2600 W
67	2600 W
68	2600 W
69	2600 W
70	2600 W
71	2600 W
72	2600 W
73	2600 W
74	2600 W
75	2600 W
76	2600 W
77	2600 W
78	2600 W
79	2600 W
80	2600 W
81	2600 W
82	2600 W

UNIT	ADDRESS
83	2643 W
84	2641 W
85	2639 W
86	2637 W
87	2635 W
88	2633 W
89	2631 W
90	2629 W
91	2627 W
92	2625 W
93	2623 W
94	2621 W
95	2619 W
96	2617 W
97	2615 W
98	2613 W
99	2611 W
100	2609 W
101	2607 W
102	2605 W
103	2603 W
104	2601 W
105	2600 W
106	2600 W
107	2600 W
108	2600 W
109	2600 W
110	2600 W
111	2600 W
112	2600 W
113	2600 W
114	2600 W
115	2600 W
116	2600 W
117	2600 W
118	2600 W
119	2600 W
120	2600 W
121	2600 W
122	2600 W

LAKE VISTA COURT

UNIT	ADDRESS
123	2643 W
124	2641 W
125	2639 W
126	2637 W
127	2635 W
128	2633 W
129	2631 W
130	2629 W
131	2627 W
132	2625 W
133	2623 W
134	2621 W
135	2619 W
136	2617 W
137	2615 W
138	2613 W
139	2611 W
140	2609 W
141	2607 W
142	2605 W
143	2603 W
144	2601 W
145	2600 W
146	2600 W
147	2600 W
148	2600 W
149	2600 W
150	2600 W
151	2600 W
152	2600 W
153	2600 W
154	2600 W
155	2600 W
156	2600 W
157	2600 W
158	2600 W
159	2600 W
160	2600 W
161	2600 W
162	2600 W
163	2600 W
164	2600 W
165	2600 W
166	2600 W
167	2600 W
168	2600 W
169	2600 W
170	2600 W
171	2600 W
172	2600 W
173	2600 W
174	2600 W
175	2600 W
176	2600 W
177	2600 W
178	2600 W
179	2600 W
180	2600 W
181	2600 W
182	2600 W
183	2600 W
184	2600 W
185	2600 W
186	2600 W
187	2600 W
188	2600 W
189	2600 W
190	2600 W
191	2600 W
192	2600 W
193	2600 W
194	2600 W
195	2600 W
196	2600 W
197	2600 W
198	2600 W
199	2600 W
200	2600 W

LAKE PARK COURT

UNIT	ADDRESS
201	2643 W
202	2641 W
203	2639 W
204	2637 W
205	2635 W
206	2633 W
207	2631 W
208	2629 W
209	2627 W
210	2625 W
211	2623 W
212	2621 W
213	2619 W
214	2617 W
215	2615 W
216	2613 W
217	2611 W
218	2609 W
219	2607 W
220	2605 W
221	2603 W
222	2601 W
223	2600 W

THE LAKES OF
VILLE DU PARC

CITY OF MEQUON, WISCONSIN

LAKE FOREST COURT

UNIT	ADDRESS
224	2643 W
225	2641 W
226	2639 W
227	2637 W
228	2635 W
229	2633 W
230	2631 W
231	2629 W
232	2627 W
233	2625 W
234	2623 W
235	2621 W
236	2619 W
237	2617 W
238	2615 W
239	2613 W
240	2611 W
241	2609 W
242	2607 W
243	2605 W
244	2603 W
245	2601 W
246	2600 W
247	2600 W
248	2600 W
249	2600 W
250	2600 W
251	2600 W
252	2600 W
253	2600 W
254	2600 W
255	2600 W
256	2600 W
257	2600 W
258	2600 W
259	2600 W
260	2600 W

RECORDED

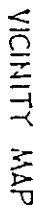
1990 SEP -6 AM 9:55

REGISTER OF DEEDS
OZAUKEE COUNTY, WI

CITY OF MEQUON, DAVENPORT COUNTY, WISCONSIN

THAT PART OF CONVENT LOTS 2, 7 AND 8 IN THE NW 1/4 AND THE SW 1/4 OF SECTION 18 T 9 N., R. 22 E., IN CITY OF MEQUON, OLAUZE COUNTY, WISCONSIN, ALL OF WHICH IS BOUNDED AND DESCRIBED AS FOLLOWS:

SHEET NO. 1 OF 8.



PARCEL "B" (SEE SHEET-3 AND 4)

DECEMBER 6, 1984

THIS CONDOMINIUM FLOOR PLAN IS A CORRECT REPRESENTATION OF THE LAYOUT AND PLACED OF VARIOUS ROOMS AND LOCATIONS OF CONDOMINIUM AS PROVIDED, AND THE IDENTIFICATION AND PLACED OF VARIOUS ROOMS AND LOCATIONS OF EACH UNIT AND THE COMMON ELEMENTS CAN BE DETERMINED FROM THE PLAN. THE COMMON ELEMENTS ARE DETERMINED TO BE ALL OF THE CONDOMINIUM PROPERTY EXCEPT THE INDIVIDUAL UNITS DESCRIBED IN THIS PLAN. THE UNDESIGNED SPACES HAVE NO CONTRIBUTION AS TO THE ACCURACY OF ALIVE-GRAVATIC FLOOR PLANS OF THE CONDOMINIUM BUILDINGS AND UNITS COULD BE IN THE PLAN AND THE APPLICABLE DIMENSIONS ON FLOOR PLANS THEREBY.

WMS

UNIDIGSIS) AND UNITS COMBINED IN THE "PAC 64-111"
INDEXED.
MILITARY & NAVAL, PUBLISHED WEEKLY.
LAW SUPERVISOR, 5107

DECLARATION

THE LAKES OF VILLE DU PARC
A CONDOMINIUM

Nequon, Wisconsin

CITY OF MCQUEEN, OZAUKEE COUNTY, WISCONSIN

THE LAKES OF
VILLE DU PARC

LANE ISLE DRIVE			LAKE VISTA COURT			LAKE FOREST COURT		
UNIT	ADDRESS		UNIT	ADDRESS		UNIT	ADDRESS	
33	2647 W	125M	82	2643 W	124M	122	2643 W	126M
34	2645 W	124M	83	2641 W	124M	123	2641 W	126M
35	2643 W	124M	84	2639 W	124M	124	2639 W	126M
36	2641 W	124M	85	2637 W	124M	125	2637 W	126M
37	2639 W	124M	86	2635 W	124M	126	2635 W	126M
38	2637 W	124M	87	2633 W	124M	127	2633 W	126M
39	2635 W	124M	88	2631 W	124M	128	2631 W	126M
40	2633 W	124M	89	2629 W	124M	129	2629 W	126M
41	2631 W	124M	90	2627 W	124M	130	2627 W	126M
42	2629 W	124M	91	2625 W	124M	131	2625 W	126M
43	2627 W	124M	92	2623 W	124M	132	2623 W	126M
44	2625 W	124M	93	2621 W	124M	133	2621 W	126M
45	2623 W	124M	94	2619 W	124M	134	2619 W	126M
46	2621 W	124M	95	2617 W	124M	135	2617 W	126M
47	2619 W	124M	96	2615 W	124M	136	2615 W	126M
48	2617 W	124M	97	2613 W	124M	137	2613 W	126M
49	2615 W	124M	98	2611 W	124M	138	2611 W	126M
50	2613 W	124M	99	2609 W	124M	139	2609 W	126M
51	2611 W	124M	100	2607 W	124M	140	2607 W	126M
52	2609 W	124M	101	2605 W	124M	141	2605 W	126M
53	2607 W	124M	102	2603 W	124M	142	2603 W	126M
54	2605 W	124M	103	2601 W	124M			
55	2603 W	124M	104	2599 W	124M			
56	2601 W	124M	105	2597 W	124M			
57	2599 W	124M	106	2595 W	124M			
58	2597 W	124M	107	2593 W	124M			
59	2595 W	124M	108	2591 W	124M			
60	2593 W	124M	109	2589 W	124M			
61	2591 W	124M	110	2587 W	124M			
62	2589 W	124M	111	2585 W	124M			
63	2587 W	124M	112	2583 W	124M			
64	2585 W	124M	113	2581 W	124M			
65	2583 W	124M	114	2579 W	124M			
66	2581 W	124M	115	2577 W	124M			
67	2579 W	124M	116	2575 W	124M			
68	2577 W	124M	117	2573 W	124M			
69	2575 W	124M	118	2571 W	124M			
70	2573 W	124M	119	2569 W	124M			
71	2571 W	124M	120	2567 W	124M			
72	2569 W	124M	121	2565 W	124M			
73	2567 W	124M	122	2563 W	124M			
74	2565 W	124M						
75	2563 W	124M						
76	2561 W	124M						
77	2559 W	124M						
78	2557 W	124M						
79	2555 W	124M						
80	2553 W	124M						
81	2551 W	124M						
82	2549 W	124M						

LAKE PARK COURT

RECORDED

CT

1990 SEP -6 AM 9:55

Ronald H. Vait
REGISTER OF DEEDS
OZAUKEE COUNTY, WI

SHEET NO. 2 OF 8

S. 01° 39' 44" E.
1122.49

691.83

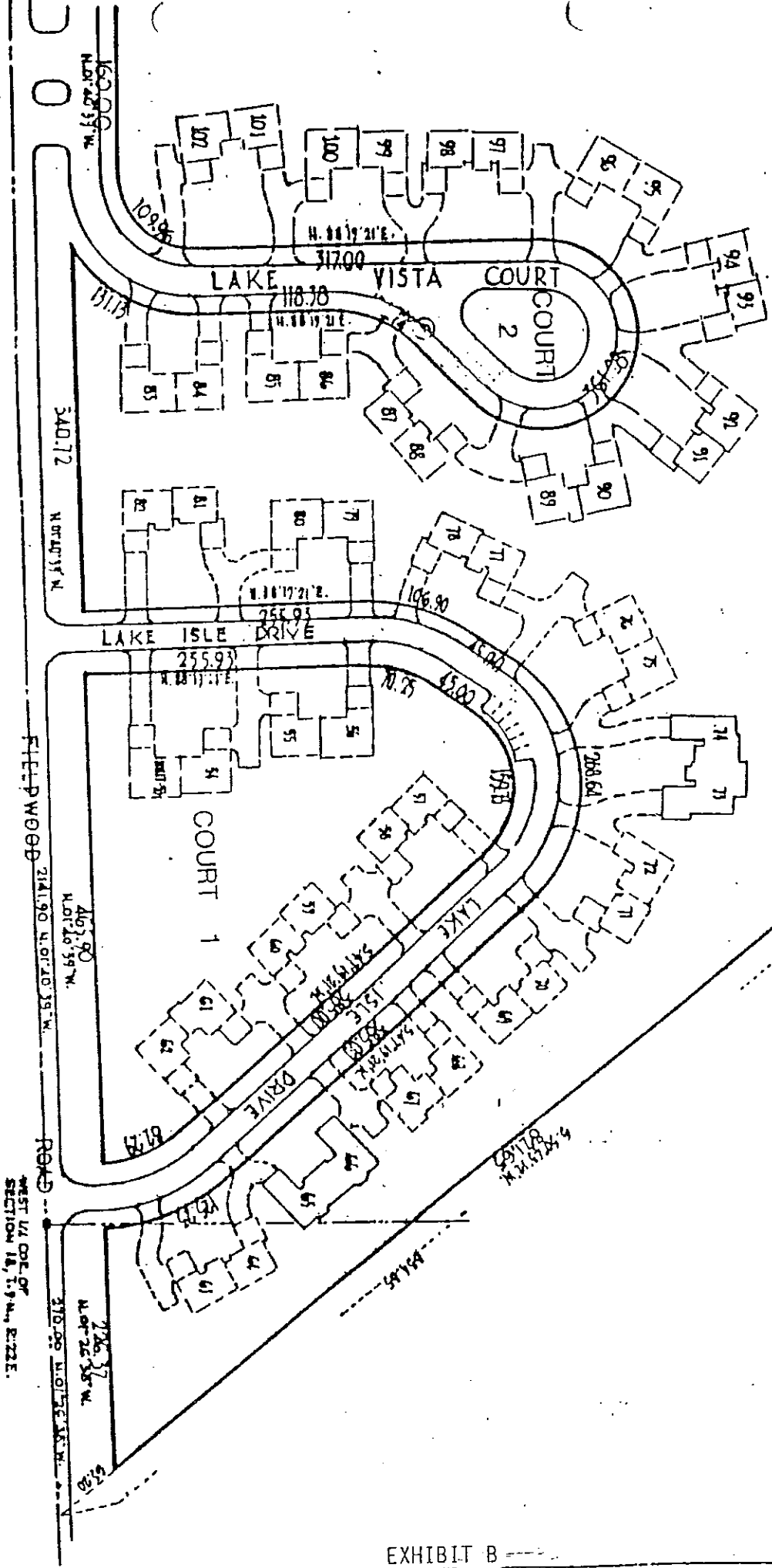
S. 02° 07' 14" W.

SCALE - 1" = 80' 00"

CITY OF WISCONSIN, CLARK COUNTY, WISCONSIN

PARCEL "B"

THE LAKES OF VILLE DU PARC



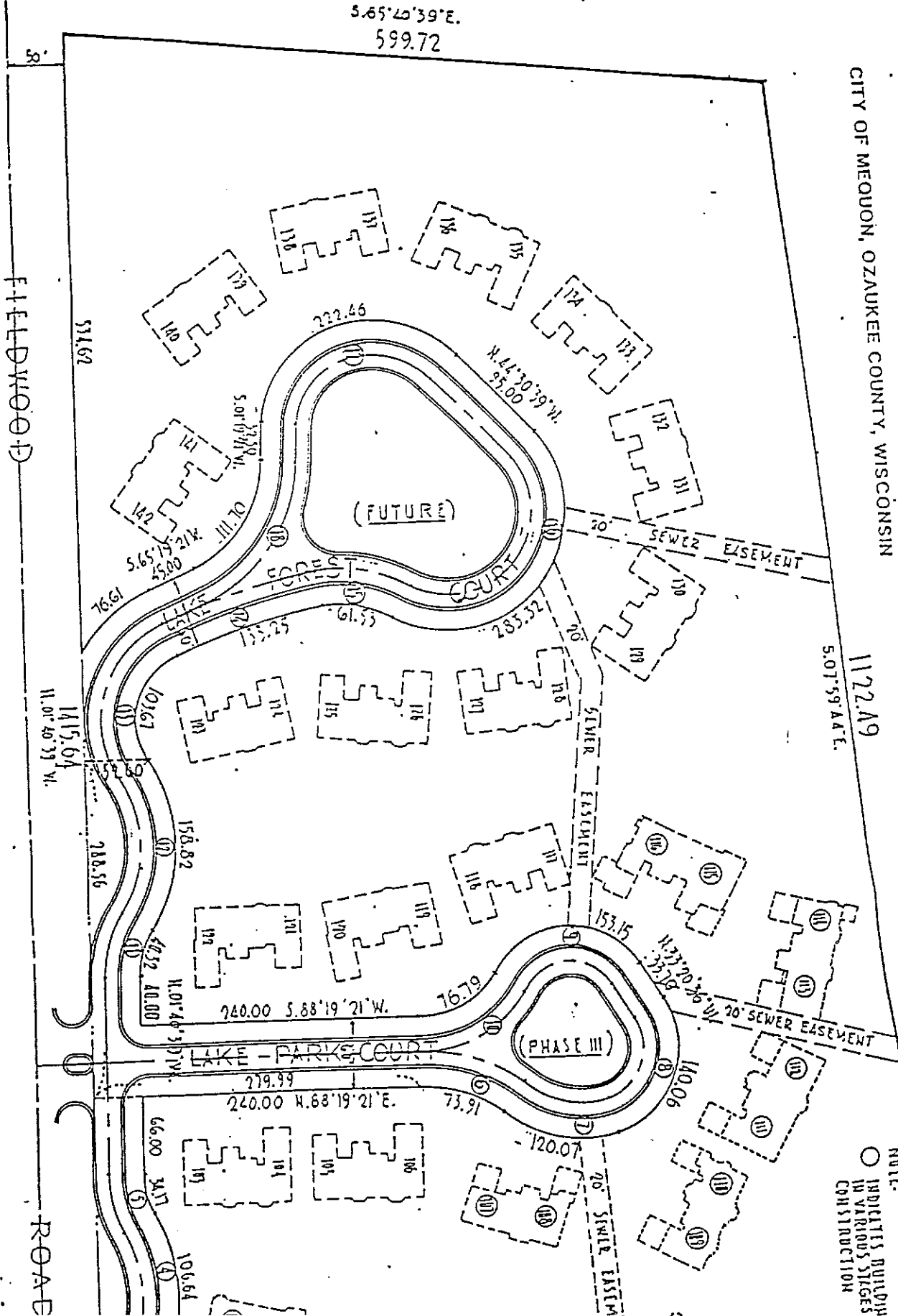
THE LAKES OF VILLE DU PARC-PHASE III

CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN

SCALE 1"=60'-00"

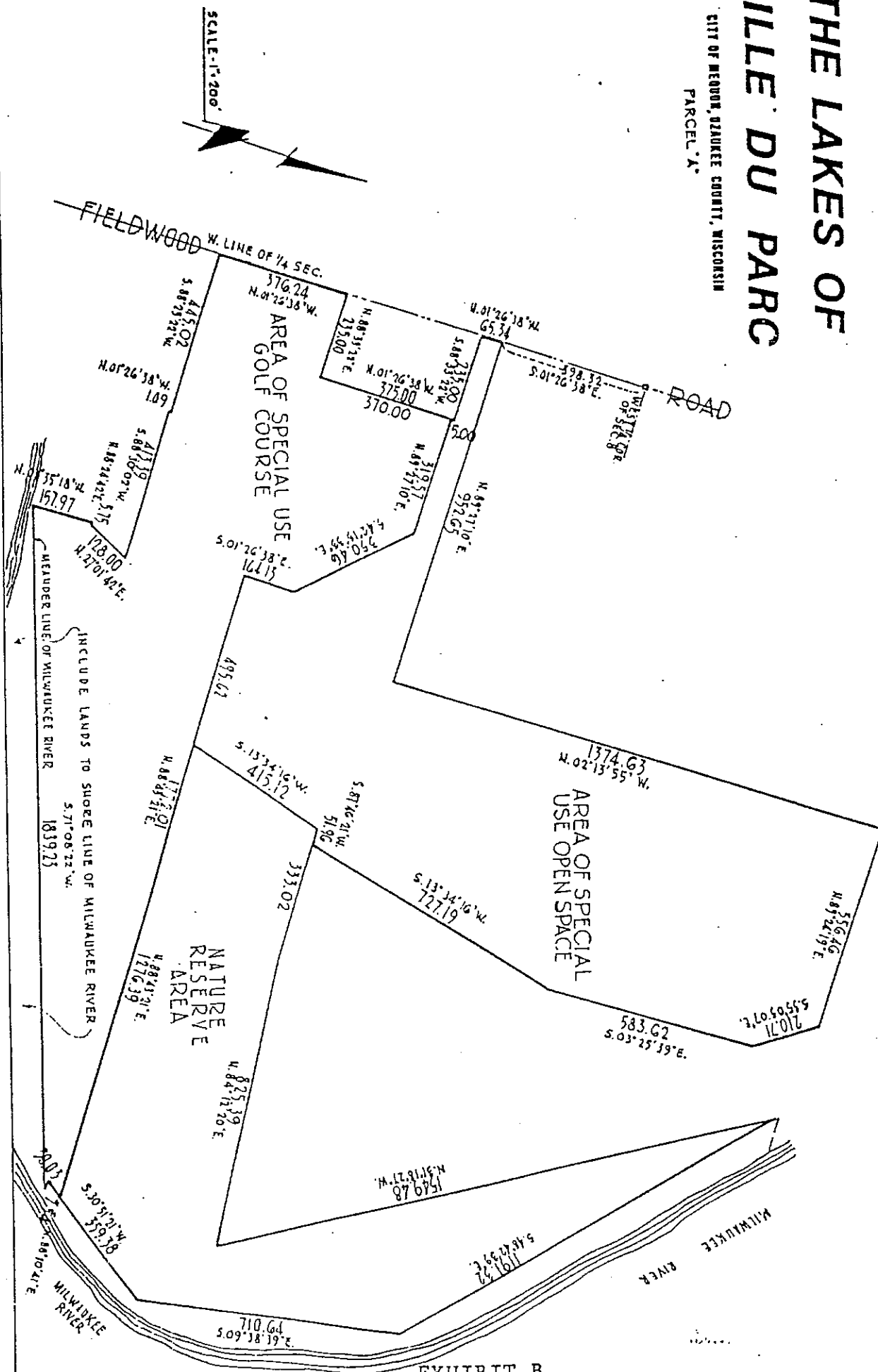
NOTE:

○ INDICATES BUILDING
IN VARIOUS STAGES
CONSTRUCTION



CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN

PARCEL "A"



THE LAKES OF VILLE DU PARC

CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN

AREA OF SPECIAL USE
OPEN SPACE
THE LAKES OF VILLE DU PARC

AREA OF SPECIAL USE
GOLF COURSE
THE LAKES OF VILLE DU PARC

THAT PART OF THE SW 1/4 OF SECTION 18, T 9 N, R 22 E, IN THE CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN, WHICH IS BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST 1/4 CORNER OF SECTION 18:

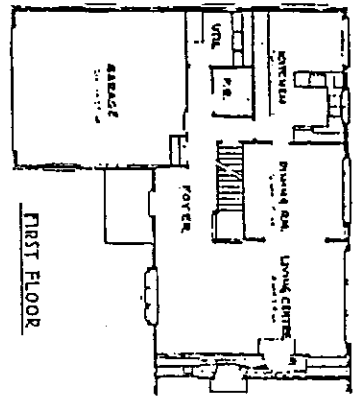
THENCE SOUTH 01° 26' 38" EAST ALONG THE WEST LINE OF THE SW 1/4 OF SECTION 18
AFORSAID 463.66 FT. TO A POINT;
THENCE NORTH 88° 33' 22" EAST 235.00 FT. TO A POINT, SAID POINT BEING THE POINT OF
BEGINNING OF THE LAKES HEREIN TO BE DESCRIBED:

THENCE NORTH 89° 27' 10" EAST 319.57 FT. TO A POINT;
THENCE SOUTH 42° 13' 53" EAST 350.46 FT. TO A POINT;
THENCE SOUTH 01° 26' 38" EAST 164.13 FT. TO A POINT;
THENCE NORTH 88° 43' 21" EAST 1772.01 FT. TO A POINT ON A MEANDER LINE ALONG THE
WESTERLY BANK OF THE MILWAUKEE RIVER;
THENCE SOUTH 50° 51' 21" WEST ALONG SAID MEANDER LINE 30.03 FT. TO A POINT ON THE
NORTH LINE OF PARCEL 4 OF TRACT 5 OF CERTIFIED SURVEY MAP RECORDED AS DOCUMENT NO.
191040 AFORSAID;
THENCE NORTH 88° 10' 41" EAST 7.34 FT. TO A POINT ON A MEANDER LINE ALONG THE
NORTHERLY BANK OF THE MILWAUKEE RIVER;
THENCE SOUTH 21° 08' 22" WEST ALONG SAID MEANDER LINE 1839.23 FT. TO A POINT;
THENCE NORTH 01° 35' 18" WEST 137.97 FT. TO A POINT;
THENCE NORTH 88° 24' 42" EAST 5.75 FT. TO A POINT;
THENCE NORTH 97° 01' 43" EAST 128.00 FT. TO A POINT;
THENCE SOUTH 88° 30' 02" WEST 413.39 FT. TO A POINT;
THENCE NORTH 01° 26' 38" WEST 1.09 FT. TO A POINT;
THENCE SOUTH 88° 23' 22" WEST 445.02 FT. TO A POINT IN THE WEST LINE OF THE SW 1/4
OF SECTION 18;
THENCE NORTH 01° 26' 38" WEST ALONG SAID WEST LINE OF SAID 1/4 SECTION 376.24 FT. TO
A POINT;
THENCE NORTH 88° 33' 22" EAST 235.00 FT. TO A POINT;
THENCE NORTH 01° 26' 38" WEST 370.00 FT. TO THE POINT OF BEGINNING,
TOGETHER WITH ALL RIPARIAN RIGHTS BETWEEN AFORESAID LAKES AND THE MILWAUKEE
RIVER,
ALSO SUBJECT TO THE RIGHTS OF THE PUBLIC IN FIELDWOOD ROAD.

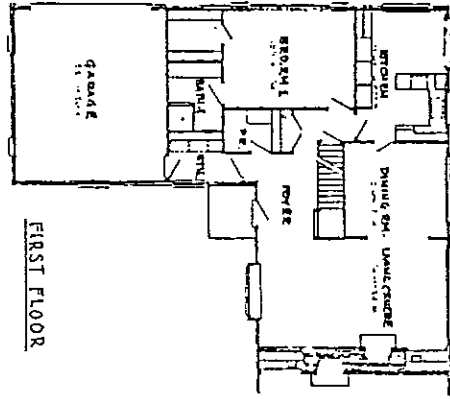
THAT PART OF GOVERNMENT LOTS 6, 7 AND 8 IN THE NW 1/4 AND THE SW 1/4 OF SECTION 18,
T 9 N, R 22 E, IN THE CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN, ALL OF WHICH IS
BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST 1/4 CORNER OF SECTION 18:
THENCE SOUTH 01° 26' 38" EAST ALONG THE WEST LINE OF THE SW 1/4 OF SECTION 18
AFORSAID 398.32 FT. TO A POINT, BEING THE POINT OF BEGINNING OF THE LAKES HEREIN TO
BE DESCRIBED:

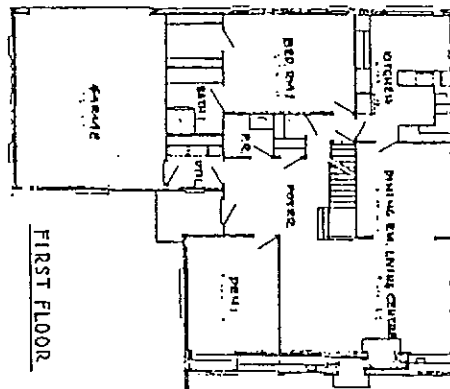
THENCE NORTH 89° 27' 10" EAST 952.65 FT. TO A POINT;
THENCE NORTH 02° 13' 53" WEST 1374.63 FT. TO A POINT;
THENCE NORTH 89° 24' 19" EAST 556.46 FT. TO A POINT;
THENCE SOUTH 35° 03' 07" EAST 210.71 FT. TO A POINT;
THENCE SOUTH 03° 25' 39" EAST 583.62 FT. TO A POINT;
THENCE SOUTH 13° 34' 16" WEST 727.19 FT. TO A POINT;
THENCE SOUTH 82° 46' 21" WEST 51.96 FT. TO A POINT;
THENCE SOUTH 13° 34' 16" WEST 415.12 FT. TO A POINT;
THENCE SOUTH 88° 43' 21" WEST 495.62 FT. TO A POINT;
THENCE NORTH 01° 26' 38" WEST 164.13 FT. TO A POINT;
THENCE NORTH 42° 13' 53" WEST 350.46 FT. TO A POINT;
THENCE SOUTH 89° 27' 10" WEST 319.57 FT. TO A POINT;
THENCE NORTH 01° 26' 38" WEST 5.00 FT. TO A POINT;
THENCE SOUTH 88° 33' 22" WEST 235.00 FT. TO A POINT;
THENCE NORTH 01° 26' 38" WEST 65.34 FT. TO THE POINT OF BEGINNING,
ALSO SUBJECT TO THE RIGHTS OF THE PUBLIC IN FIELDWOOD ROAD



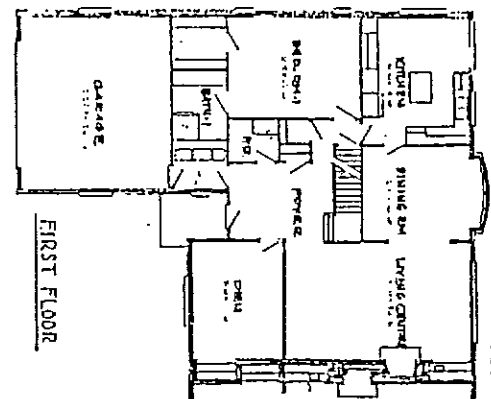
FIRST FLOOR



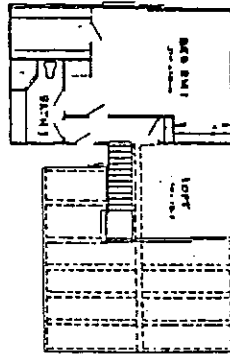
FIRST FLOOR



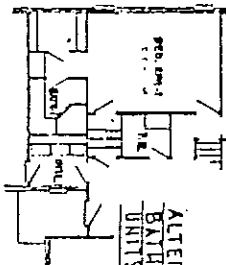
FIRST FLOOR



FIRST FLOOR

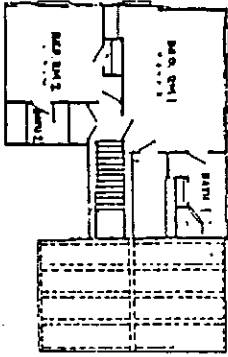


SECOND FLOOR



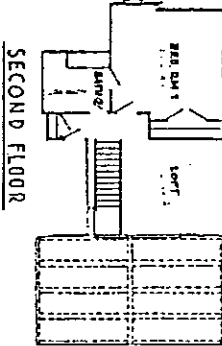
NOTE:
SEE SHEET 8 OF 8
FOR APPROXIMATE
ROOM DIMENSIONS

ALTERNATE PLAN FOR
BATH 1 1/2' x 7'
UNITS 85/200 85/300 85/400



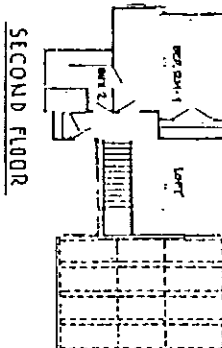
SECOND FLOOR

MODEL 85/180
1858 SQ. FT.



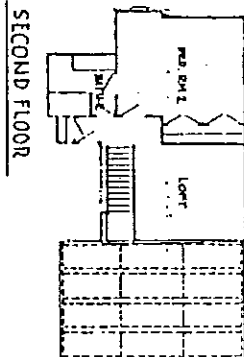
SECOND FLOOR

MODEL 85/200
2112 SQ. FT.



SECOND FLOOR

MODEL 85/300
2254 SQ. FT.



SECOND FLOOR

MODEL 85/400
2403 SQ. FT.

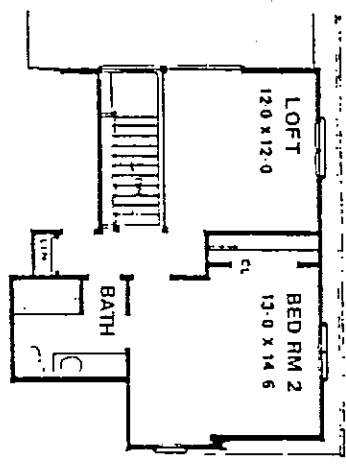
THE LAKES OF VILLE DU PARC

CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN

THE LAKES OF VILLE DU PARC

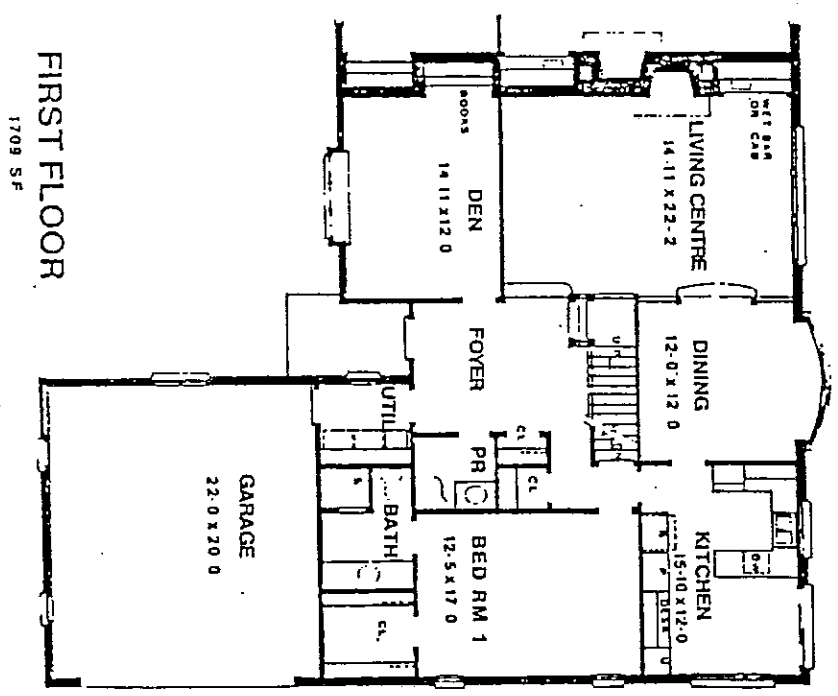
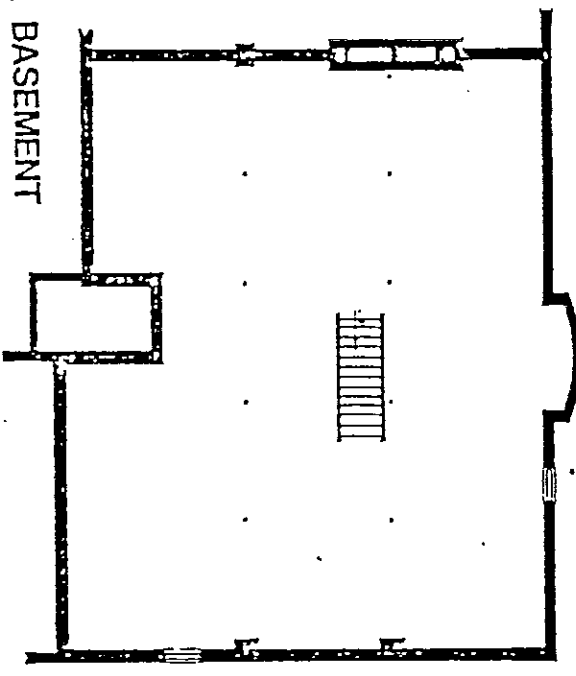
CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN

SHEET NO. 8 OF 8



SECOND FLOOR
564 SF.

TYPICAL BASEMENT



FIRST FLOOR
1709 SF.

361047

VOL 530 PAGE 220

AMENDMENT TO
DECLARATION OF CONDOMINIUM OWNERSHIP
AND EASEMENTS, RESTRICTIONS, COVENANTS AND
CONDITIONS OF THE LAKES OF VILLE DU PARC,
A CONDOMINIUM
MEQUON, WISCONSIN

WHEREAS, VILLE DU PARC COUNTRY CLUB, INC., Wisconsin corporation was the owner of that certain parcel of real estate located in the City of Mequon, Ozaukee County, State of Wisconsin more particularly described on Exhibit A attached hereto and incorporated herein by this reference, and

WHEREAS, VILLE DU PARC COUNTRY CLUB, INC., as Developer, did submit and subject Parcels A and B of such real estate to the provisions of the Condominium Ownership Act, Chapter 703, Wis. Stats., by Declaration of Condominium Ownership and Easements, Restrictions, Covenants and Conditions for THE LAKES OF VILLE DU PARC, A CONDOMINIUM, dated December 21, 1984, which Declaration was, on the 21st day of December, 1984, recorded in the office of the Register of Deeds for Ozaukee County, Wisconsin in Vol 520 of Records on Pages 593 through 631, inclusive, Book No. 356196, and

WHEREAS, such Condominium Declaration provides, in Article XV, Section 6, that same may be amended by an instrument signed by the Developer alone at anytime prior to the sale of 25% of the units and thereafter signed by not less than 75% of the unit owners, and

WHEREAS, 25% of the units have not been sold and the Developer still retains title to more than 75% of the units, and

WHEREAS, the Developer is desirous of amending said Declaration,

NOW, THEREFORE, VILLE DU PARC COUNTRY CLUB, INC. hereby amends that certain Declaration of Condominium Ownership and Easements,

Restrictions, Covenants and Conditions for THE LAKES OF VILLE DU PARC, A CONDOMINIUM, dated December 21, 1984 and recorded in the office of the Register of Deeds for Ozaukee County, Wisconsin on December 21, 1984, in Volume 520 of Records on Pages 593 through 631, inclusive, as Document No. 356196 and the Plat of THE LAKES OF VILLE DU PARC, A CONDOMINIUM as filed with the Register of Deeds of Ozaukee County, Wisconsin as follows:

1. Article III, Section 4 is amended to add thereto the following:

"(aa) That portion of the common elements which are described in Exhibit A-2 as Parcel B are subject to an open space easement dated August 26, 1982 and recorded with the Register of Deeds for Ozaukee County, Wisconsin on January 23, 1984 in Volume 503 of Records, on Pages 49 through 52, inclusive, as Document No. 347371. Such open space easement provides in pertinent part:

'1. USES PERMITTED: The premises shall be used only for (a) aesthetic, recreational and cultural enjoyment, and the convenience of residence of the Ville du Parc area, including their occasional guest; (b) drainage courses; (c) installation as inconspicuously as possible of sewer, water, gas, electrical, telephone and other utility lines, television antennae and related facilities to serve or aid in the maintenance or operation of Ville du Parc VI and/or the surrounding territory; (d) a country club now known as Ville du Parc Country Club, which provides such services and facilities and conducts such operations as are from time to time customarily provided or conducted by similar clubs; and (e) any other recreational use which does not materially detract from the value of the surrounding territory by reason of such use of the restricted open space in lieu of the other uses herein permitted.'"

2. To add Article XVI as follows:

"ARTICLE XVI

ELIMINATION OF UNITS

Section 1. ELIMINATION OF UNITS: Declarant expressly reserves unto itself, its successors and assigns, in its or their sole discretion, the right to eliminate

units at anytime for a period commencing with the date of the recording of this Amendment to Declaration and expiring on the tenth anniversary of the date of the recording of this Declaration, provided that no more than twelve (12) units may be eliminated.

Section 2. CHANGE IN FRACTIONAL OR PERCENTAGE INTEREST: In the event of elimination of units, Article III, Section 1 shall be amended to change each unit's percentage of ownership in the common elements and Article VI, Section 3 shall be amended to change the value of each unit for voting purposes. The new percentage of each unit of ownership in the common elements and value for voting shall be that fraction using the number 1 as the numerator and the total number of units, after such elimination, as the denominator.

Section 3. PROCEDURE FOR ELIMINATION: The right to eliminate units herein created and reserved for the Declarant, its successor and assigns, shall be exercised by recording a supplement or supplements to this Declaration which shall not be deemed an amendment to this Declaration within the meaning of Article XV, Section 6. Nothing contained herein shall be construed so as to create any obligation on behalf of the Declarant, its successors and assigns, to in fact undertake elimination of units. By acceptance of a deed of conveyance of a unit from the Declarant, the grantee of such unit and each assignee or successor in title to such unit shall, in the event of elimination as aforesaid, be deemed to consent and agree to the adjustment in the fractional or percentage of undivided interest in the common elements, liabilities for common expenses and the right to common surpluses; and Declarant, its successors and assigns, shall have, in the event of such elimination, the right, power and authority to execute, deliver and record in the office of the Register of Deeds for Ozaukee County, Wisconsin, in its own behalf, and on behalf of the grantee and each successor entitled to each unit, such instruments, if any, as may be required to effectuate such elimination and adjustment in the percentage or fractional undivided interest in the common elements, the liabilities for common expenses and the rights to common surpluses, and the total number of votes in the Association.

Upon request of the Developer or any title company issuing a policy of title insurance for the unit, the original grantee of a unit and each successor in title shall sign a consent

form on the deed conveying title, in a form acceptable to the Developer or the title company, consenting and agreeing to the adjustment in the fractional or percentage of undivided interest in the common elements, common liabilities for common expenses and the rights to common surpluses and the total number of votes in the Association.

Section 4. CONSENT OF UNIT OWNERS AND POWER OF ATTORNEY: Each unit owner of a condominium unit shall be deemed by acceptance of a deed to any unit to agree, approve and consent to the aforesaid elimination, or series of eliminations, or any part thereof, and the aforesaid adjustments in the percentages of the undivided interest in the common and limited common elements and facilities pertaining to each unit and its owner, and shall be deemed to grant to Declarant, its successors and assigns, an irrevocable power of attorney, coupled with an interest, to act for and in the stead of such unit owner with respect to the aforesaid elimination (as closed) and the filing and recording of amendments to this Declaration with respect thereto in conformance with this section.

Section 5. EFFECT OF ELIMINATION: In the event of the elimination of a unit the area on which such unit would otherwise be located shall be a part of the common elements."

3. Exhibit A-1 is hereby amended to add the following:

"That part of the NW 1/4 and the SW 1/4 of Section 18, T 9 N, R 22 E, in the City of Mequon, Ozaukee County, Wisconsin, which is bounded and described as follows:

Beginning at the Northwest corner of said Section 18;

Thence North 89° 24' 19" East along the North line of said 1/4 Section 213.54 ft. to a point;
 Thence South 01° 50' 39" East 236.42 ft. to a point;
 Thence North 89° 24' 19" East and parallel with the North line of said 1/4 Section 122.30 ft. to a point;
 Thence South 50° 07' 39" East 609.16 ft. to a point;
 Thence South 35° 05' 07" East 1274.22 ft. to a point;
 Thence South 89° 24' 19" West and parallel with the North line of said 1/4 Section 556.46 ft. to a point;
 Thence South 02° 13' 55" East 1374.63 ft. to a point;
 Thence South 89° 27' 10" West 952.65 ft. to a point on the West line of the SW 1/4 of Section 18;
 Thence North 01° 26' 38" West along said West line 128.32 ft. to a point;
 Thence North 50° 43' 12" East 884.94 ft. to a point;

Thence North 04° 07' 36" East 691.83 ft. to a point;
Thence North 07° 59' 44" West 1122.49 ft. to a point;
Thence North 85° 40' 39" West 650.00 ft. to a point;
Thence North 01° 40' 39" West 520.00 ft. to the
point of beginning.
The above described parcel contains 29.16 acres of
land."

4. Exhibit A-2 is amended to add:

"PARCEL B
ADDITIONAL AREA OF SPECIAL
USE - OPEN SPACE"

That part of the NW 1/4 and the SW 1/4 of Section
18, T 9 N, R 22 E, in the City of Mequon, Ozaukee
County, Wisconsin, which is bounded and described
as follows:

Beginning at the Northwest corner of said Section
18;

Thence North 89° 24' 19" East along the North line
of said 1/4 Section 213.54 ft. to a point;

Thence South 01° 50' 39" East 236.42 ft. to a point;

Thence North 89° 24' 19" East and parallel with the
North line of said 1/4 Section 122.30 ft. to a
point;

Thence South 50° 07' 39" East 609.16 ft. to a point;

Thence South 35° 05' 07" East 1274.22 ft. to a point;

Thence South 89° 24' 19" West and parallel with the
North line of said 1/4 Section 556.46 ft. to a point;

Thence South 02° 13' 55" East 1374.63 ft. to a point;

Thence South 89° 27' 10" West 952.65 ft. to a point
on the West line of the SW 1/4 of Section 18;

Thence North 01° 26' 38" West along said West line
128.32 ft. to a point;

Thence North 50° 43' 12" East 884.94 ft. to a point;

Thence North 04° 07' 36" East 691.83 ft. to a point;

Thence North 07° 59' 44" West 1122.49 ft. to a point;

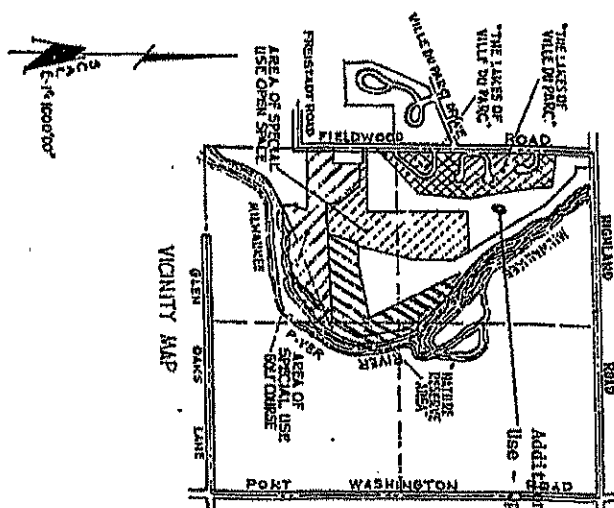
Thence North 85° 40' 39" West 650.00 ft. to a point;

Thence North 01° 40' 39" West 520.00 ft. to the
point of beginning.

The above described parcel contains 29.16 acres of
land."

5. Page A-32 of Exhibit B is hereby amended to conform to the
Exhibit B attached hereto and incorporated herein.

IN WITNESS WHEREOF, the Developer, VILLE DU PARC COUNTRY CLUB,
INC. has caused this Declaration to be executed by Robert W.
Chamberlain, its President, and Bradley R. Chamberlain, its Secretary,



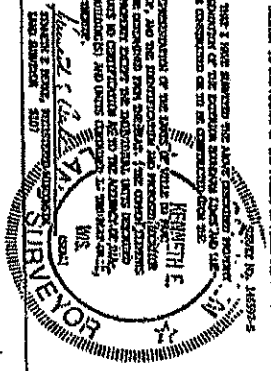
PARCEL-4
(SEE SHEET-5)

THE LISTS OF STATES OF THE
FEDERATION

SHEET NO. 1 OF 8

[illegible]

PRACER, C. (SEE SHEET 3 AND 4)
THE NAME OF THE SAID PERSON IS OF APPROX. 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 8

[illegible]

and caused its corporate seal to be hereto affixed this 26th day of
June, 1985.

VILLE DU PARC COUNTRY CLUB, INC.

By: Robert W. Chamberlain
Robert W. Chamberlain, President

Attest: Bradley R. Chamberlain
Bradley R. Chamberlain, Secretary

STATE OF WISCONSIN }
OZAUCKEE COUNTY } SS

Personally came before me this 26th day of June,
1985, the above named Robert W. Chamberlain, President and Bradley R.
Chamberlain, Secretary of Ville du Parc Country Club, Inc., to me
known to be the persons who executed the foregoing instrument and
acknowledge the same.

Alice M. Bush
Notary Public, Ozaukee County, WI
My Commission expires April 24, 1988

This instrument was drafted by
Eli C. Frank of the Law Firm of
Hiller, Frank & Rakita, S.C.

RECORDED
JUN 28 4 15 PM '85
REGISTER OF DEEDS
OZAUCKEE COUNTY WIS

434609

VOL 682 PAGE 187

SECOND AMENDMENT TO
DECLARATION OF CONDOMINIUM OWNERSHIP
AND EASEMENTS, RESTRICTIONS, COVENANTS AND
CONDITIONS OF THE LAKES OF VILLE DU PARC,
A CONDOMINIUM
MEQUON, WISCONSIN

WHEREAS, VILLE DU PARC COUNTRY CLUB, INC., a Wisconsin corporation was the owner of that certain parcel of real estate located in the City of Mequon, Ozaukee County, State of Wisconsin more particularly described below, and

WHEREAS, VILLE DU PARC COUNTRY CLUB, INC., as a Developer, did submit and subject such real estate to the provisions of the Condominium Ownership Act, Chapter 703, Wis. Stats., by Declaration of Condominium Ownership and Easements, Restrictions, Covenants and Conditions for THE LAKES OF VILLE DU PARC, A CONDOMINIUM, dated December 21, 1984, which Declaration was, in the 21st day of December, 1984, recorded in the office of the Register of Deeds for Ozaukee County, Wisconsin in Volume 520 of Records on Pages 593 through 631, inclusive, as Document No. 356196, and Amendment to Declaration dated June 26, 1985, and recorded in the office of the Register of Deeds for Ozaukee County, Wisconsin in Volume 530 of records on Pages 220 through 226, inclusive, as Document No. 361047, and

WHEREAS, Article XVI of such Condominium Declaration provides a procedure for elimination of Units which procedure may be exercised by recording a supplement or supplements to the Declaration "which shall not be deemed an amendment to (the) Declaration within the meaning of Article XV, Section 6."

NOW, THEREFORE, VILLE DU PARC COUNTRY CLUB, INC. hereby amends that certain Declaration of Condominium Ownership and Easements, Restrictions, Covenants and Conditions for THE LAKES OF VILLE DU PARC, A CONDOMINIUM, dated December 21, 1984 and recorded in the office of the Register of Deeds for Ozaukee County, Wisconsin on December 21, 1984, in Volume 520 of Records on Pages 593 through 631, inclusive, as Document No. 356196 and Amendments thereto and the Plat of THE LAKES OF VILLE DU PARC, A CONDOMINIUM as filed with the Register of Deeds with Ozaukee County, Wisconsin as follows:

1. Article II, Section 3 is amended to change the number of buildings from 46 to 45 and the number of Units from 92 to 90.

15-136-10053 THE 0144/000*

2. Article III, Section 1 is amended to change each Unit's percentage of ownership in the Common Elements from 1/92nd to 1/90th.

3. Article III, Section 5(b)(i) is amended to change the number "92" to "90".

4. Article VI, Section 3 is amended to change the interest of each Unit for voting purposes from 1/92nd to 1/90th.

5. Exhibit 4-A found on Page A-31 and Exhibit B found on Page A-33 is replaced with Exhibit C attached hereto and incorporated herein by this reference.

6. Exhibit B found on Page 35 is deleted and replaced with Exhibit D attached hereto and incorporated herein by this reference.

IN WITNESS WHEREOF, the Developer, VILLE DU PARC COUNTRY CLUB, INC. has caused this Declaration to be executed by Robert W. Chamberlain, its President, and Bradley R. Chamberlain, its Secretary, and caused its corporate seal to be hereto affixed this 5th day of SEPTEMBER, 1990.

VILLE DU PARC COUNTRY CLUB, INC.

By: [Signature]
Robert W. Chamberlain, President

Attest: [Signature]
Bradley R. Chamberlain, Secretary

STATE OF WISCONSIN)
OZAUKEE COUNTY }

Personally came before me this 5th day of September, 1990, the above named Robert W. Chamberlain, President and Bradley R. Chamberlain, Secretary of Ville du Parc Country Club, Inc., to me known to be the persons who executed the foregoing instrument and acknowledge the same.

[Signature]
* Judith Clausen
Notary Public, Ozaukee County
My commission expires Sept. 22, 1990

This instrument was drafted by
Eli C. Frank of the Law Firm of
Hiller & Frank, S.C.

DECLARATION

THE LAKES OF VILLE DU PARC
A CORPORATION

Madison, Wisconsin

CITY OF MADISON, CLINTON COUNTY, WISCONSIN

THE LAKES OF
VILLE DU PARC

UNIT	ADDRESS
53	2447 W
54	2447 W
55	2447 W
56	2447 W
57	2447 W
58	2447 W
59	2447 W
60	2447 W
61	2447 W
62	2447 W
63	2447 W
64	2447 W
65	2447 W
66	2447 W
67	2447 W
68	2447 W
69	2447 W
70	2447 W
71	2447 W
72	2447 W
73	2447 W
74	2447 W
75	2447 W
76	2447 W
77	2447 W
78	2447 W
79	2447 W
80	2447 W
81	2447 W
82	2447 W
83	2447 W
84	2447 W
85	2447 W
86	2447 W
87	2447 W
88	2447 W
89	2447 W
90	2447 W
91	2447 W
92	2447 W
93	2447 W
94	2447 W
95	2447 W
96	2447 W
97	2447 W
98	2447 W
99	2447 W
100	2447 W
101	2447 W
102	2447 W
103	2447 W
104	2447 W
105	2447 W
106	2447 W
107	2447 W
108	2447 W
109	2447 W
110	2447 W
111	2447 W
112	2447 W
113	2447 W
114	2447 W
115	2447 W
116	2447 W
117	2447 W
118	2447 W
119	2447 W
120	2447 W
121	2447 W
122	2447 W

LAKE HILL DRIVE

UNIT	ADDRESS
123	2447 W
124	2447 W
125	2447 W
126	2447 W
127	2447 W
128	2447 W
129	2447 W
130	2447 W
131	2447 W
132	2447 W
133	2447 W
134	2447 W
135	2447 W
136	2447 W
137	2447 W
138	2447 W
139	2447 W
140	2447 W
141	2447 W
142	2447 W
143	2447 W
144	2447 W
145	2447 W
146	2447 W
147	2447 W
148	2447 W
149	2447 W
150	2447 W
151	2447 W
152	2447 W
153	2447 W
154	2447 W
155	2447 W
156	2447 W
157	2447 W
158	2447 W
159	2447 W
160	2447 W
161	2447 W
162	2447 W
163	2447 W
164	2447 W
165	2447 W
166	2447 W
167	2447 W
168	2447 W
169	2447 W
170	2447 W
171	2447 W
172	2447 W
173	2447 W
174	2447 W
175	2447 W
176	2447 W
177	2447 W
178	2447 W
179	2447 W
180	2447 W
181	2447 W
182	2447 W
183	2447 W
184	2447 W
185	2447 W
186	2447 W
187	2447 W
188	2447 W
189	2447 W
190	2447 W
191	2447 W
192	2447 W
193	2447 W
194	2447 W
195	2447 W
196	2447 W
197	2447 W
198	2447 W
199	2447 W
200	2447 W
201	2447 W
202	2447 W
203	2447 W
204	2447 W
205	2447 W
206	2447 W
207	2447 W
208	2447 W
209	2447 W
210	2447 W
211	2447 W
212	2447 W
213	2447 W
214	2447 W
215	2447 W
216	2447 W
217	2447 W
218	2447 W
219	2447 W
220	2447 W
221	2447 W
222	2447 W

LAKE VILLA COURT

UNIT	ADDRESS
223	2447 W
224	2447 W
225	2447 W
226	2447 W
227	2447 W
228	2447 W
229	2447 W
230	2447 W
231	2447 W
232	2447 W
233	2447 W
234	2447 W
235	2447 W
236	2447 W
237	2447 W
238	2447 W
239	2447 W
240	2447 W
241	2447 W
242	2447 W
243	2447 W
244	2447 W
245	2447 W
246	2447 W
247	2447 W
248	2447 W
249	2447 W
250	2447 W
251	2447 W
252	2447 W
253	2447 W
254	2447 W
255	2447 W
256	2447 W
257	2447 W
258	2447 W
259	2447 W
260	2447 W
261	2447 W
262	2447 W
263	2447 W
264	2447 W
265	2447 W
266	2447 W
267	2447 W
268	2447 W
269	2447 W
270	2447 W
271	2447 W
272	2447 W
273	2447 W
274	2447 W
275	2447 W
276	2447 W
277	2447 W
278	2447 W
279	2447 W
280	2447 W
281	2447 W
282	2447 W
283	2447 W
284	2447 W
285	2447 W
286	2447 W
287	2447 W
288	2447 W
289	2447 W
290	2447 W
291	2447 W
292	2447 W
293	2447 W
294	2447 W
295	2447 W
296	2447 W
297	2447 W
298	2447 W
299	2447 W
300	2447 W
301	2447 W
302	2447 W
303	2447 W
304	2447 W
305	2447 W
306	2447 W
307	2447 W
308	2447 W
309	2447 W
310	2447 W
311	2447 W
312	2447 W
313	2447 W
314	2447 W
315	2447 W
316	2447 W
317	2447 W
318	2447 W
319	2447 W
320	2447 W
321	2447 W
322	2447 W

LAKE FOREST COURT

LAKE PARK COURT

RECORDED
CT

1990 SEP -6 AM 9:55

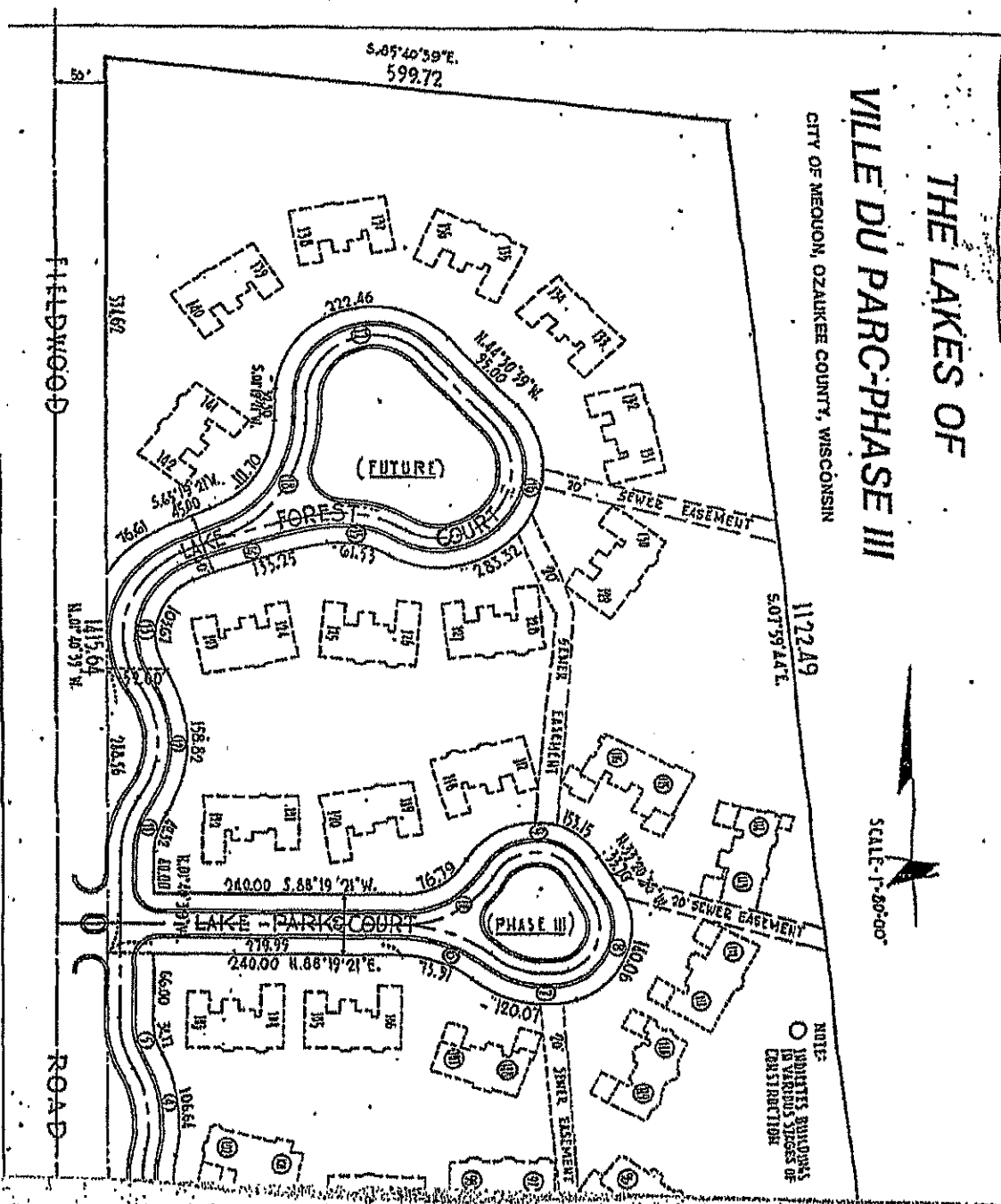
Ronald H. Voigt
REGISTER OF DEEDS
CLINTON COUNTY, WISCONSIN

SHEET NO. 2 OF 8

EXHIBIT C

THE LAKES OF VILLE DU PARC-PHASE III

CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN



SCALE 1"=80'-00"

NOTE:
○ INDICATES BUILDINGS
IN VARIOUS STAGES OF
CONSTRUCTION

**THE LAKES OF VILLE DU PARC CONDOMINIUM
ASSOCIATION, INC.**

DISCLOSURE MATERIALS

SECTION C

BY-LAWS

BY-LAWSOFTHE LAKES OF VILLE DU PARC CONDOMINIUM ASSOCIATION, INC.TABLE OF CONTENTS

Article I	Name and Location of Association	3
Article II	Definitions	3
Section 1	"Association"	
Section 2	"Property"	
Section 3	"Common Elements"	
Section 4	"Unit"	
Section 5	"Owner"	
Section 6	"Developer"	
Section 7	"Declaration"	
Section 8	"Member"	
Article III	Meeting of Members	4
Section 1	Annual Meeting	
Section 2	Special Meeting	
Section 3	Place of Meetings	
Section 4	Notice of Meetings	
Section 5	Quorum	
Section 6	Proxies	
Section 7	Majority of Unit Owners	
Section 8	Order of Business	
Section 9	Parliamentary Procedure	
Section 10	Developer's Control	
Section 11	Rights of Developer Prior to Transfer	
Article IV	Board of Directors, Selection - Term of Office	5
Section 1	Number and Selection	
Section 2	Initial Directors	
Section 3	Election and Term of Office	
Section 4	Removal	
Section 5	Compensation	
Section 6	Action Taken Without a Meeting	
Article V	Meeting of Directors	7
Section 1	Regular Meeting	
Section 2	Special Meetings	
Section 3	Quorum	
Section 4	Waiver of Notice	

Article VI	Powers and Duties of the Board of Directors	8
Section 1	Powers	
Section 2	Duties	
Article VII	Officers and Their Duties	10
Section 1	Enumeration of Offices	
Section 2	Election of Officers	
Section 3	Term	
Section 4	Special Appointments	
Section 5	Resignation and Removal	
Section 6	Vacancies	
Section 7	Multiple Offices	
Section 8	Duties	
	(a) President	
	(b) Vice-President	
	(c) Secretary	
	(d) Treasurer	
Article VIII	Committees	12
Article IX	Books and Records	12
Article X	Assessments	12
Article XI	Abatement and Enjoining of Violations	13
Article XII	Sale and Lease of Units	13
Section 1	Sale and Leases	
Section 2	Waiver of Right of Partition with Respect to Units Acquired by Board of Directors	
Section 3	Payment of Assessments	
Section 4	Notification of Conveyance	
Article XIII	Conflicts	14
Article XIV	Amendments	14
Article XV	Fiscal Year	14
Article XVI	Corporate Seal	15

BY-LAWS
OF
THE LAKES OF VILLE DU PARC CONDOMINIUM ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

The name of the Association is THE LAKES OF VILLE DU PARC CONDOMINIUM ASSOCIATION, INC., hereafter referred to as the "Association". The principal office of the Association and the mailing address of the Association shall be 12400 Ville du Parc Drive, Mequon, Wisconsin 52092, but meetings of Members and Directors may be held at other places within the State of Wisconsin.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to THE LAKE OF VILLE DU PARC CONDOMINIUM ASSOCIATION, INC., a corporation organized pursuant to Chapter 181, Wisconsin Statutes, its successors and assigns.

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

Section 3. "Common Element" shall mean and refer to all real property maintained by the Association for the common use and enjoyment of the Owners.

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

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

Section 6. "Developer" shall mean and refer to VILLE DU PARC COUNTRY CLUB, INC. The Developer may also be referred to as the Declarant.

Section 7. "Declaration" shall mean and refer to the Declaration of Condominium Ownership applicable to the property to be recorded in the office of the Register of Deeds for Ozaukee County, Wisconsin, and any supplements or amendments thereto as provided in the Declaration.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

ARTICLE III

MEETING OF MEMBERS

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

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

Section 3. PLACE OF MEETINGS: Meetings of the Unit Owners shall be held at the principal office of the property or at such other suitable place convenient to the Owners as may be designated by the Board of Directors.

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

Section 5. QUORUM: The presence of the meeting of Members entitled to cast, or of proxies entitled to cast, twenty-five percent (25%) of the votes shall constitute a quorum for any action except as otherwise provided in the Declaration or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 6. PROXIES: At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be effective for a maximum period of one hundred eighty (180) days (unless granted to a Mortgagee or lessee), shall be revocable and shall automatically cease upon conveyance by the Member of his Unit.

Section 7. MAJORITY OF UNIT OWNERS: As used in these By-Laws the term "majority of Unit Owners" shall mean those Unit Owners having more than fifty percent (50%) of the total authorized votes of all Unit Owners present in person or by proxy and voting at any meeting of the Unit Owners.

Section 8. 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) Report of committees.
- (f) Election of Directors (when applicable).
- (g) Unfinished business.
- (h) New business.

Section 9. PARLIAMENTARY 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".

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

Section 11. RIGHTS OF DEVELOPER PRIOR TO TRANSFER: As long as the Developer shall own any Unit except for a Unit which Developer is using as a residence, Developer may use the Common Elements and facilities and any unsold Units on such condominium property as may facilitate the completion and sale of all Units contemplated thereon, including, but not limited to, in connection therewith, maintaining a sales office, maintaining a model unit, showing of property and erecting and maintaining signs on the Common Area.

ARTICLE IV

BOARD OF DIRECTORS SELECTION - TERM OF OFFICE

Section 1. NUMBER AND SELECTION: The affairs of this Association shall be managed by a Board of nine (9) Directors, all but one of whom shall be a member of the Association, except that the initial Directors need not be members of the Association. Such Board shall be elected as follows:

- (a) Prior to the conveyance of twenty-five (25%) percent of the undivided interest in the General Common Elements, as defined in the Declaration, by Declarant to purchasers, a

special meeting of the Unit Owners shall be called at which time the Unit Owners, other than Declarant, shall elect three (3) new members of the Board of Directors.

(b) Subsequent to the special meeting called in accordance with paragraph (a) above but prior to the conveyance of fifty (50%) percent of the undivided interest in the General Common Elements by Declarant to purchasers, a special meeting of the Unit Owners shall be called, the Unit Owners, other than Declarant, 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 nine (9) persons, including such new members as may have been elected pursuant to paragraph (a) above.

(c) Notwithstanding paragraphs (a) and (b) above, thirty (30) days after the conveyance of seventy-five (75%) percent of the undivided interests in the General Common Elements by Declarant to purchasers a special meeting of the Unit Owners shall be called at which time all members of the initial Board of Directors, or their successors, as designated by Declarant, shall tender their resignations, and the Unit Owners 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 nine (9) persons, including such new members as may have been elected pursuant to paragraphs (a) and (b) above.

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

Robert W. Chamberlain	Bradley R. Chamberlain	Alice M. Bush
12400 Ville du Parc Dr.	12400 Ville du Parc Dr.	12400 Ville du Parc Dr.
Mequon, WI 53092	Mequon, WI 53092	Mequon, WI 53092

Section 3. ELECTION AND TERM OF OFFICE: At the time of election of the full Board, the term of office of the first three (3) elected Members of the Board of Directors shall be fixed at three (3) years, the term of office of the second three (3) elected Members of the Board of Directors shall be fixed at two (2) years, and the term of office of the last three (3) elected Members of the Board of Directors shall be fixed at one (1) year. If there is any conflict in determining the terms of office, the decision of the initial Directors shall control. At the expiration of the initial term of office of each respective Member of the Board of Directors, his successor shall be elected to serve for a term of three (3) years. Except in the event of death,

resignation or removal, each Director shall hold office until his successor has been elected by the Unit Owners.

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

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

Section 6. ACTION TAKEN WITHOUT A MEETING: The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE V

MEETING OF DIRECTORS

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

Section 2. SPECIAL MEETINGS: Special meetings of the Board of Directors shall be held when called by the President of the Association, or by one-third of the Directors, after not less than twenty-four (24) hours' notice to each Director.

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

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

ARTICLE VI

POWER AND DUTIES OF THE BOARD OF DIRECTORS

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

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

(b) Employ and dismiss employees and agents;

(c) Adopt and publish rules and regulations governing the use of the Common Elements and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;

(d) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the Membership by other provisions of these By-Laws or the Declaration;

(e) Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties;

(f) Foreclose the lien against property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same;

(g) Adopt and amend rules and regulations covering the details of the operation and use of the property;

(h) Open bank accounts on behalf of the property and to designate the signatories required therefor;

(i) Purchase, lease or otherwise acquire in the name of the Board of Directors, or its designee, corporate or otherwise, on behalf of all Unit Owners, Units offered for sale or lease or surrendered by the Owners to the Board of Directors;

(j) Purchase Units at foreclosure or other judicial sales in the name of the Board of Directors, or its designee, corporate or otherwise, on behalf of all Unit Owners;

(k) Sell, lease, mortgage, vote the votes appurtenant to (other than for the election of Members of the Board of Directors), or otherwise dealing with Units acquired by and

to sublease Units leased by the Board of Directors or its designee, corporate or otherwise, on behalf of all Unit Owners;

(l) Organize corporations to act as designees of the Board of Directors in acquiring title to or leasing of Units on behalf of all Unit Owners.

(m) Grant licenses for vending machines and laundry machines.

Section 2. DUTIES: It shall be the duty of the Board of Directors to:

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

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

(c) As provided in the Declaration, to:

(1) Fix the amount of the annual assessment against each Unit at least thirty (30) days in advance of each annual assessment period;

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

(d) Issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) Procure and maintain adequate liability and hazard and other insurance on property owned by the Association;

(f) Cause all officers, members of Board and employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) Cause the Common Elements to be maintained;

(h) Charge, in its discretion, reasonable fees for the use

of any recreational facility which may be constructed upon the Common Elements;

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

(j) Grant easements through or over Common Elements;

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

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

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

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

(o) To establish rules and regulations for use of the Lake Area as defined in Article III, Section 5 of the Declaration.

ARTICLE VII

OFFICERS AND THEIR DUTIES

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

Section 2. ELECTION OF OFFICERS: The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. TERM: Each officer of this Association shall be elected annually by the Board and each shall hold office until a successor is elected, unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

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

Section 5. RESIGNATION AND REMOVAL: Any officer may be removed from office,

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

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

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

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

(a) President. The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks if required to do so by resolution of the Board of Directors;

(b) Vice-President. The Vice-President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board;

(c) Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members and present the minutes of the prior meeting and have all minutes available at all meetings; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board;

(d) Treasurer. The Treasurer or designate shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE VIII

COMMITTEES

The Association may appoint an Architectural Control Committee, as provided in the Declaration. In addition, the Board of Directors may appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE IX

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member or any mortgagee. The Declaration, Articles and the By-Laws as well as annual reports of the Association shall be available for inspection by any member or any mortgagee at the principal office of the Association, where copies may be purchased at a reasonable cost.

ARTICLE X

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments, or installments thereof, which are not paid when due shall be delinquent. If the assessment is not paid within ten (10) days after the due date, the assessment shall bear interest from the date of delinquency at a rate of interest which is two percent higher than the rate prescribed by the Wisconsin Statutes to be collected upon execution upon judgments. (In lieu of charging such interest the Board may, from time to time, fix a reasonable late fee, not to exceed one month's interest, for each month or fraction thereof that such assessment is delinquent), and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs and reasonable attorneys' fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for therein by nonuse of the Common Elements or abandonment of his Unit. A suit to recover a money judgment for unpaid assessments hereunder may be maintainable without foreclosing or waiving the lien securing the same. If any installment of any assessment becomes delinquent, the privilege of paying such assessment in installments shall be terminated. If such delinquent installment be of an annual assessment, the entire annual assessment for the remainder of the fiscal year shall be considered at once, without further notice, due and payable and shall be considered delinquent. If the delinquent installment be of a special assessment, the entire special assessment, shall be considered at once, without further notice, due and payable and shall be considered delinquent.

ARTICLE XI

ABATEMENT AND ENJOINING OF VIOLATIONS

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

ARTICLE XII

SALE AND LEASE OF UNITS

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

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

Section 2. WAIVER OF RIGHT OF PARTITION WITH RESPECT TO UNITS ACQUIRED BY BOARD OF DIRECTORS: In the event that a Unit shall be acquired by the Board of Directors or its designee on behalf of all Unit Owners as tenants-in-common all such Unit Owners shall be deemed to have waived all rights of partition with respect to such Unit.

Section 3. PAYMENT OF ASSESSMENTS: No Unit Owner shall be permitted to convey, mortgage, pledge, hypothecate, sell or lease his Unit unless and until

he shall have paid in full to the Board of Directors all unpaid common charges theretofore assessed by the Board of Directors against his Unit and until he shall have satisfied all unpaid liens against such Unit, except permitted mortgages.

Section 4. NOTIFICATION OF CONVEYANCE: Within five (5) days after a sale, transfer or conveyance (by land contract, mortgage or otherwise) of any legal or equitable interest in a Unit, the purchaser or mortgagee shall deliver notice to the Association stating: (a) the date of the conveyance; (b) the Unit; (c) the purchaser's or mortgagee's name and mailing address; and (d) the name and address of the Designee of such purchaser, if any; and (e) any other information as may be required under the Condominium Documents or as may be reasonably requested by the Board.

ARTICLE XIII

CONFLICTS

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

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

ARTICLE XIV

AMENDMENTS

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

ARTICLE XV

FISCAL YEAR

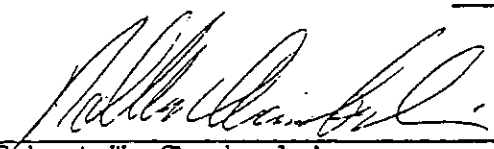
The fiscal year of the corporation shall be the annual periods beginning January 1st and ending December 31st, or such other fiscal year as the Board of Directors may, from time to time, designate.

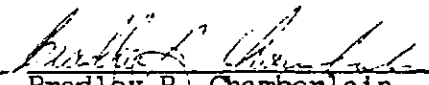
ARTICLE XVI

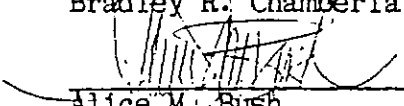
CORPORATE SEAL

The Association shall not have a seal; and where a seal is required, there shall be a notation thereon to the effect that the Association has no seal.

IN WITNESS WHEREOF, the Directors of THE LAKES OF VILLE DU PARC CONDOMINIUM ASSOCIATION, INC., have hereunto set their hands this 21st day of DECEMBER, 1984.



Robert W. Chamberlain

Bradley R. Chamberlain

Alice M. Bush

THE LAKES OF VILLE DU PARC CONDOMINIUM ASSOCIATION, INC.

AMENDMENT TO ARTICLE IV OF THE BY-LAWS

BOARD OF DIRECTORS
SELECTION - TERM OF OFFICE

Section 1. NUMBER AND SELECTION:

- (d) At the time when all 90 units are completed or under construction, the objective shall be to have the following representation of Directors:

Court 1 (Lake Isle Drive)	3 Directors
Court 2 (Lake Vista Court)	2 Directors
Court 3 (Lake Park Court)	2 Directors
Court 4 (Lake Forest Court)	2 Directors

ADOPTED SEPTEMBER 4, 1996

**THE LAKES OF VILLE DU PARC CONDOMINIUM
ASSOCIATION, INC.**

DISCLOSURE MATERIALS

SECTION D

ARTICLES OF INCORPORATION

ARTICLES OF INCORPORATIONOFTHE LAKES OF VILLE DU PARC CONDOMINIUM ASSOCIATION, INC.TABLE OF CONTENTS

Article 1	Name of Corporation	2
Article 2	Existence Perpetual	2
Article 3	Purpose	2
Article 4	Location of Principal Office	3
Article 5	Registered Agent	3
Article 6	Address of Registered Agent	3
Article 7	Number of Directors	3
Article 8	Initial Board of Directors	3
Article 9	Names and Addresses of Initial Board Members	4
Article 10	Membership	4
Article 11	Voting Rights	4
Article 12	Dissolution	5
Article 13	Amendment	5
Article 14	Name and Address of Incorporator	5
Exhibit A	Legal Description	6

FILED WITH THE SECRETARY OF STATE OF THE STATE OF WISCONSIN ON JANUARY 16, 1985 AND RECORDED WITH THE REGISTER OF DEEDS FOR OZAUKEE COUNTY, WISCONSIN ON JANUARY 28, 1985, IN VOLUME 522 ON PAGES 48 THROUGH 54, INCLUSIVE, AS DOCUMENT NO. 356932.

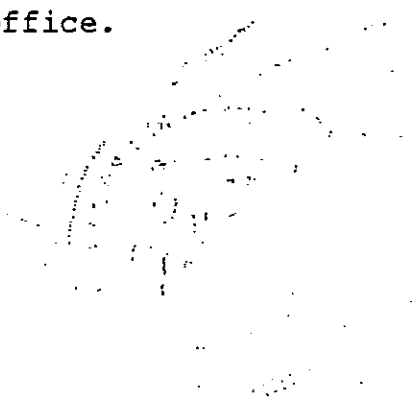
FORM 14

United States of America**State of Wisconsin****OFFICE OF THE SECRETARY OF STATE**

To All to Whom These Presents Shall Come:

The undersigned, as Secretary of State of the State of Wisconsin, certifies that the attached is a duplicate of a document accepted and filed in my office.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at Madison, on the date of filing of said document.


Douglas La Follette

DOUGLAS La FOLLETTE
Secretary of State

ARTICLES OF INCORPORATION
OF
THE LAKES OF VILLE DU PARC CONDOMINIUM ASSOCIATION, INC.

TABLE OF CONTENTS

Article 1	Name of Corporation	2
Article 2	Existence Perpetual	2
Article 3	Purpose	2
Article 4	Location of Principal Office	3
Article 5	Registered Agent	3
Article 6	Address of Registered Agent	3
Article 7	Number of Directors	3
Article 8	Initial Board of Directors	3
Article 9	Names and Addresses of Initial Board Members	4
Article 10	Membership	4
Article 11	Voting Rights	4
Article 12	Dissolution	5
Article 13	Amendment	5
Article 14	Name and Address of Incorporator	5
Exhibit A	Legal Description	6

FILED WITH THE SECRETARY OF STATE OF THE
STATE OF WISCONSIN ON JANUARY 16, 1985
AND RECORDED WITH THE REGISTER OF DEEDS FOR
OZAUKEE COUNTY, WISCONSIN ON JANUARY 28,
1985, IN VOLUME 522 ON PAGES 48 THROUGH 54,
INCLUSIVE AS DOCUMENT NO. 356932.

RECORDED

✓ JAN 28 8 30 AM '85
T-92
Ronald H. U. [Signature]

ARTICLES OF INCORPORATION

OF

THE LAKES OF VILLE DU PARC CONDOMINIUM ASSOCIATION, INC.

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

ARTICLE 1

The name of the Association is THE LAKES OF VILLE DU PARC CONDOMINIUM ASSOCIATION, INC.

ARTICLE 2

The Period of existence shall be perpetual.

ARTICLE 3

The purposes shall be as follows:

(a) To provide for maintenance, preservation and architectural control of the Common Elements within that certain tract of property described in Exhibit A attached hereto and incorporated herein; and to promote the health, safety and welfare of the residents within said property;

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

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

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

(e) To borrow money, and with the assent of seventy-five

percent (75%) of voting members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

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

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

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

ARTICLE 4

Location of the principal office is 12400 Ville du Parc Drive, Mequon, Wisconsin 53092.

ARTICLE 5

Name of the initial registered agent is Robert W. Chamberlain.

ARTICLE 6

Address of the initial registered agent is 12400 Ville du Parc Drive, Mequon, Wisconsin 53092.

ARTICLE 7

The number of Directors may be fixed by by-laws but shall not be less than three (3).

ARTICLE 8

The number of Directors constituting the initial Board shall be three (3), who need not be members of the Association.

ARTICLE 9

Names and addresses of the initial Directors:

Robert W. Chamberlain	Bradley R. Chamberlain	Alice M. Bush
12400 Ville du Parc Dr.	12400 Ville du Parc Dr.	12400 Ville du Parc Dr.
Mequon, WI 53092	Mequon, WI 53092	Mequon, WI 53092

ARTICLE 10

MEMBERSHIP

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

ARTICLE 11

VOTING RIGHTS

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

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

LEGAL DESCRIPTION

That part of Government Lots 6, 7 and 8 in the NW 1/4 and the SW 1/4 of Section 18, T 9 N, R 22 E, in the City of Mequon, Ozaukee County, Wisconsin, all of which is bounded and described as follows:

Beginning at the West 1/4 corner of Section 18:

Thence South 01° 26' 38" East along the West line of the SW 1/4 of Section 18 aforesaid 398.32 ft. to a point, being the point of beginning of the lands herein to be described:

Thence North 89° 27' 10" East 952.65 ft. to a point:

Thence North 02° 13' 55" West 1374.63 ft. to a point:

Thence North 89° 24' 19" East 556.46 ft. to a point:

Thence South 35° 06' 07" East 210.71 ft. to a point:

Thence South 03° 25' 39" East 583.62 ft. to a point:

Thence South 13° 34' 16" West 727.19 ft. to a point:

Thence South 87° 46' 21" West 51.96 ft. to a point:

Thence South 13° 34' 16" West 415.12 ft. to a point:

Thence North 88° 43' 21" East 1276.39 ft. to a point, being a meander point on the Westerly bank of the Milwaukee River:

Thence South 30° 51' 21" West along said meander line 30.03 ft. to a point on the North line of Parcel 4 of Tract 5 of Certified Survey Map recorded as Document No. 191040 aforesaid:

Thence North 88° 10' 41" East 7.54 ft. to a point on a meander line along the Northerly bank of the Milwaukee River:

Thence South 71° 08' 22" West along said meander line 1839.23 ft. to a point:

Thence North 01° 35' 18" West 157.97 ft. to a point:

Thence North 88° 24' 42" East 5.75 ft. to a point:

Thence North 27° 01' 42" East 128.00 ft. to a point:

Thence South 88° 30' 02" West 413.39 ft. to a point:

Thence North 01° 26' 38" West 1.09 ft. to a point:

Thence South 88° 23' 22" West 445.02 ft. to a point in the West line of the SW 1/4 of Section 18:

Thence North 01° 26' 38" West along said West line of said 1/4 section 376.24 ft. to a point:

Thence North 88° 33' 22" East 235.00 ft. to a point:

Thence North 01° 26' 38" West 375.00 ft. to a point:

Thence South 88° 33' 22" West 235.00 ft. to a point:

Thence North 01° 26' 38" West 65.34 ft. to the point of beginning.

Together with all riparian rights between aforementioned lands and the Milwaukee River.

Also subject to the rights of the public in Fieldwood Road.

That part of the SW 1/4 and the NW 1/4 of Section 18, T 9 N, R 22 E, in the City of Mequon, Ozaukee County, Wisconsin which is bounded and described as follows: Commencing at the West 1/4 corner of Section 18; thence North 01° 40' 39" West along the West line of the NW 1/4 of Section 18 aforesaid 2141.87 ft. to a point: thence South 85° 40' 39" East 650.00 ft. to a point: thence South 07° 59' 44" East 1122.49 ft. to a point: thence South 04° 07' 36" West 691.83 ft. to a point: thence South 50° 43' 12" West 884.95 ft. to a point in the West line of the SW 1/4 of Section 18: thence North 01° 26' 38" West along the West line of the SW 1/4 of Section 18 aforesaid 270.00 ft. to the point of beginning. Subject to the rights of the public in Fieldwood Road.

Exhibit A

PROJECTED ANNUAL OPERATING BUDGET
THE LAKES OF VILLE DU PARC CONDOMINIUM ASSOCIATION, INC.

The Developer estimates, based on his experience as a builder of residential housing units, the annual costs of operating and maintaining the property as follows:

Maintenance and Repair (of common areas, including driveways, walks patios, mail boxes, entry signs and exterior of buildings)	\$ 3,600.00
Lawn Care	9,700.00
Snow Removal	2,000.00
Insurance	5,950.00
Caretaker (Part-time)	550.00
Legal and Accounting	1,100.00
Reserve Fund	<u>900.00</u>
TOTAL	\$23,800.00

The above estimated expenses are for the period commencing with the initial occupancy of the first twenty percent (20%) of the project. Assessment commence as to each Unit on the first day of the first month following the obtaining of an occupancy permit for that Unit. It is anticipated that twenty percent (20%) of the project will be occupied during the first year. The estimated monthly assessment against each Unit will, therefore, be \$110.00.

The foregoing projected budget is based on the Developer's assessment of the costs and expenses to be incurred by the Association as of the date of drafting. This assessment is based on historical costs and expenses, where available, and on estimates where historical information is not available. In Developer's opinion the proposed budget is reasonable and adequate, under existing circumstances, and the estimated annual assessment will be sufficient to meet the normal anticipated operating expense of the Association in its initial year of operation. However, because of the possibility of unforeseen changes in the economy, or increases or decreases in the expenses of operation, this projected budget is not intended to be a representation, guarantee or warranty of any kind whatsoever or an assurance that the actual expenses and income of the Association for any period of operation may not vary from the amounts shown in the projected budget or that the Association may not incur additional expenses, or that the annual assessment for any period may not vary from the amount shown in this projected budget. The Association's Board of Directors may provide for reserves not reflected in this budget. It may be expected, based on current trends, that such items as maintenance, repair, labor, insurance premiums and other related expenses will change in the future.

THE LAKES OF VILLE du PARC
CONDOMINIUM ASSOCIATION
PROPOSED BUDGET
CALENDAR YEAR 1991
SEPT.11,1990

INCOME ESTIMATES:

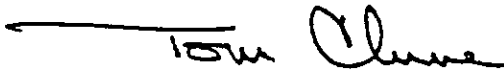
36 Existing Units @ \$1620/year		\$58,320.00
Unit No.111(1/31/91)	\$1,485.00	
Unit No.114(3/1/91)	1,350.00	
Unit No.116(4/1/91)	1,215.00	
Unit No.108(4/15/91)	1,147.50	
Unit No.110(5/1/91)	1,080.00	
Unit No.107(6/1/91)	945.00	
	\$7,222.00	7,222.00
Cash on Hand 1/1/91		4,391.73
Interest on Prime Account(est.)		800.00
Total		\$70,733.73

EXPENSES:

Snow Removal	\$ 8,000.00	
Grounds Maintenance	30,000.00	
Misc. Plantings	1,200.00	
Insurance	8,000.00	
Street Lighting	1,065.00	
Sprinkler System.	3,000.00	
Building Maintenance	1,000.00	
Painting	12,000.00	
Miscellaneous	300.00	
Total	\$64,565.00	(\$64,565.00)

RESERVE:

\$6,168.73


Submitted by Thomas M. Clune
Treasurer

The monthly assessment against each Unit, as of September 1, 1990
is \$135.00.

The foregoing projected budget is based on the Associations' assessment of the costs and expenses to be incurred by the Association as of the date of drafting. This assessment is based on historical costs and expenses, where available, and on estimates where historical information is not available. In Developer's opinion the proposed budget is reasonable and adequate, under existing circumstances, and the estimated annual assessment will be sufficient to meet the normal anticipated operating expense of the Association. However, because of the possibility of unforeseen changes in the economy, or increases or decreases in the expenses of operation, this projected budget is not intended to be a representation, guarantee or warranty of any kind whatsoever or an assurance that the actual expenses and income of the Association for any period of operation may not vary from the amounts shown in the projected budget or that the Association may not incur additional expenses, or that the annual assessment for any period may not vary from the amount shown in this projected budget. The Association's Board of Directors may provide for reserves not reflected in this budget. It may be expected, based on current trends, that such items as maintenance, repair, labor, insurance premiums and other related expenses will change in the future.

**THE LAKES OF VILLE DU PARC CONDOMINIUM
ASSOCIATION, INC.**

DISCLOSURE MATERIALS

SECTION E

MANAGEMENT CONTRACT

Condominium and Homeowners' Association Management Agreement

ASSOCIATION The Lakes of Ville Du Parc Condominium Association, Inc.

AGENT Hunt Management Incorporated

For Property located at Lake Park Court, Lake Isle Drive, Lake Forest Court and Lake Vista Court

Beginning May 1 19 94 Ending April 30 19 95

This agreement (the "Agreement") is made and entered into this 21st
day of April, 19 94, by and between the unit owners' association
known as The Lakes of Ville Du Parc (the "Association"), which is
Condominium Association, Inc.
established in accordance with the laws of the State of Wisconsin,
for the property known as Lakes of Ville Du Parc
located at Mequon, 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 (1) year(s), beginning May 1, 19 94, 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~~ ^{quarterly} 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 1, Agent shall prepare and submit to the Board a recommended Annual Budget for the next year showing anticipated income and expenses for such year. Such Budget shall include a long range reserve study.

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 lawn care; landscaping; snow

plowing/removal; lake maintenance; exterior

building repair; asphalt/concrete maintenance

(see Exhibit A)

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, ^{prepare}~~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. Note: The Association shall have prepared by others any and all Returns which Agent, in Agent's sole opinion, is not competent to prepare.

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

As negotiated between the Agent and Board/
Association

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

the interior of ^{Agent shall have no authority or responsibility for maintenance or re-}
~~pairs 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 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. (*) 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 at any time without prior notice to the Association.

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 of \$250,000. determined by Agent and may be a blanket or umbrella bond. The expense of such bonding shall be paid by Agent.

(*) Excepting those accounts designated as "Reserves" for which Directors/Officers shall be signatories.

Section 6 ATTENDANCE AT BOARD MEETINGS

Agent, or a designated employee or other representative of Agent, shall attend one (1) regular meeting(s) of the Board each month and the annual meeting of the Association. (*) Upon not less than 144 hours additional notice, Agent or its designated representative shall attend meetings of the Board or of the Association as requested, provided that the Association shall pay Agent \$ 50.00 per hour for that individual's attendance at such additional ~~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.

(*) Said attendance shall be limited to two hours, beyond which the \$50.00 per hour charge will accrue.

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 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 \$ 8.00 per unit (*) 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 routine 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~~. The Association shall fund the expense of extraordinary clerical services and all printing, copying, faxing and postage.

(*) \$500.00 per month minimum

9.2 FOR CONSTRUCTION, REMODELING, OR OTHER CONTRACTING SERVICES

By individual agreement as needed.

9.3 FOR OTHER SERVICES

Appearances at depositions, hearings, trials or
similar proceedings on behalf of or in connection
with Agents service to Association - \$50.00 per
hour; extraordinary clerical services - \$20.00
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. (1)

- (1) This paragraph shall not apply to suits or claims for: damages caused by operation of an automobile or other motor vehicle; any loss of money covered by the bond specified in paragraph 5.4 of this agreement; bodily injury or property damage intentionally caused by Agent or its employees (except in protection of person or property); or for any intentional actions performed in knowing violation of express direction from the Board of the Association or a penal statute.

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 insureds, 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 evidencing such insurance or with duplicate copies of such policies within twenty (20) 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.

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. (1)

(1) The Association shall be liable for attorney fees only if it has given prior approval to the hiring of such attorneys, and shall be liable for settlements only when it has given prior approval; provided, however that Association shall be deemed to have approved of any decisions made by an insurer when such insurer has the authority to dictate

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. (2)

(2) 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 such law. This provision does not include violations in hiring of Agent's employees.

10.5 PROVIDE FOR INITIAL DEPOSIT AND CONTINGENCY RESERVE

Immediately on commencement of this Agreement, the Association shall remit to Agent the sum of \$ 15,000 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 \$ 15,000 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~~ ^{account} 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, provided that such notice is accompanied by payment to Agent of a cancellation fee in an amount equal to the total management fee for a period of _____ months. For this purpose, the monthly management fee shall be presumed to be the same as that of the last month prior to service of the notice of cancellation.~~ or Association.

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 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 MAJEUR

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 supercedes 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 exercised 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
6100 W. Executive Drive, Suite K
Mequon, Wisconsin 53092
or Current Legal Address

21.2 TO THE ASSOCIATION

Officers
President of the Board
Current Legal Address

21.3 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 21st day of April 19, 1994.

Witnesses:

Gail N. Bobb
Lorraine A. Brody

Board:

James P. Brody, Vice Pres.
J. C. Gordon Secy

Agent:

Firm Hunt Management Incorporated

By

Submitted by

Jeffrey Schindler

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT

(Name)

_____ located at
(State whether individual, partnership, corporation, etc.)

_____ has made,
constituted, and appointed, and, by these presents does hereby make, constitute, and appoint,

_____ a resident of the United States, whose address is _____

_____ (its) true and lawful attorney for
(it)(me) in (its)(my) name, place, and stead to execute and to file any Tax Returns due on or
after _____

_____ under the provisions of the Social Security Act, now in force or future amendments thereto.

Dated at _____ this _____ day of _____, 19____

Signature of Taxpayer

Title

Executed in the presence of:

Signature of Taxpayer

Title

Witness

Signature of Taxpayer

Witness

Title

Acknowledged before me this _____ day of _____, 19____

NOTARIAL
SEAL

Copyright © 1978, 1989. Revised edition, 1989. Institute of Real Estate Management of the NATIONAL ASSOCIATION OF REALTORS®, Chicago, Illinois

This is a Standard Form of the Institute of Real Estate Management of the NATIONAL ASSOCIATION OF REALTORS®, 430 North Michigan Avenue, Chicago, Illinois. When placing orders specify Condominium and Homeowners' Association Management Agreement Form No. 988.

DISCLAIMER: This Condominium and Homeowners' Association Management Agreement form is published as a service to property managers, and an explanation of its various provisions is available separately. The publisher is not engaged in rendering legal, accounting, or other professional service. Because of varying state and local laws, competent legal or other advice should be secured before using this form.

"EXHIBIT A "

MANAGEMENT PROPOSAL

I. ADMINISTRATIVE SERVICES

- A. Serve the Board of Directors as consultant, intermediary, representative and overall administrator.
 - 1. Draw upon our own expertise and/or secure the appropriate counsel to guarantee that the Board is kept properly advised and informed toward discharging it's responsibilities as executive governing body.
 - 2. Serve to buffer the Board from day-to-day communication with the "Owners" and their respective concerns, questions, comments, etc.
 - 3. Represent the Board in it's dealings with the Owners, employees, contractors, vendors, governmental bodies and agencies, legal counsel, accountant, etc.
 - 4. Overall, administer the day-to-day affairs of the "Association" toward the development and maintenance of a truly "executive" Board of Directors.
- B. Receive and effectively respond to all Owner requests and violations of the Rules and Regulations.
 - 1. Owner requests for documents, information and general advise will be addressed promptly and effectively.
 - 2. Properly reported complaints and violations of the Rules and Regulations will be promptly processed, in accordance with the Board prescribed policies, by:
 - a. Immediate action by Management
 - b. Referring the matter to the appropriate authority or committee
 - c. Assisting authority or committee in reviewing and hearing complaints and appeals
 - d. Acting or behalf of authority or committee to file complaints, issue sanctions and take appropriate action toward ultimate resolution

- C. Keep and maintain all Association records.
 - 1. Amass and maintain a complete set of records for the Association.
 - a. Corporate documents such as Declaration, Articles of Incorporation, Bylaws, Rules and Regulations, Policies and Procedures Manuals, etc.
 - b. Service and employment contracts
 - c. Unit Owner/tenant register and relative correspondence, financial records, etc.
 - d. Financial Statements and Tax records
 - e. Meeting Minutes, general corporate correspondence
 - 2. Serve as the single source of information and documentation distribution for Association.
- D. Coordinate and contribute to all meetings of the Association and the Board.
 - 1. Prepare agendas and distribute timely notices.
 - 2. Participate in and present management reports at Meetings.
 - 3. Reproduce and distribute Meeting Minutes.
- E. Assist in the publication and distribution of all "mass" mailings.
 - 1. Meeting Notices
 - 2. Budgets and Financial Statements
 - 3. General information and Newsletter
- F. Assist in maintaining appropriate Insurance and coordinate all claims.
 - 1. Secure annual bids for most complete and cost efficient coverage available.
 - 2. Coordinate any and all claims toward prompt resolution and payment.
 - 3. Recommend and implement potential loss reduction measures.

II. ACCOUNTING AND FINANCIAL SERVICES

- A. Collect Association funds.
 - 1. Applicable monthly maintenance fees (Management's issuance of monthly billing statements is negotiable).

2. Assessments - Special, Insurance, Liquidated Damage, Late Charges and Interest, etc.
 3. Reimbursements and income from sale of goods or services.
 4. Parking, storage, laundry, club room and deposit income.
 5. Interest income.
- B. Assist in collecting all delinquencies.
1. In accordance with the policies prescribed by the Board:
 - a. Issue Notices of arrearage
 - b. Levy late charges and interest
 - c. Negotiate, implement and enforce individual payment plans
 2. Refer delinquent accounts to and coordinate action by legal counsel through:
 - a. Demand letter
 - b. Notice of Intent to file Lien and Lien
 - c. Small or large Claim Action
 - d. Foreclosure
- C. Maintain Association Accounts.
1. As prescribed by the Board, deposit all funds received into the appropriate accounts:
 - a. Operating Account - State of Wisconsin Real Estate Trust Account with Management as signatory. Minimum and maximum account balances shall be maintained, as dictated by Board.
 - b. Reserve Account - Board Members or Officers shall be signatories
 2. Receive and reconcile monthly Account statements.
 3. Recommend Reserve Account investment options toward realizing the highest liquidity, safety and interest income.
 4. Maintain detailed records for the various Reserve Funds within accounts, if appropriate.
- D. Disburse Association Payables
1. Payroll
 - a. Maintain system of detailed labor utilization records via work cards
 - b. Issue payroll checks as policy prescribes i.e., weekly, bi-weekly, semi-monthly, monthly.
 - c. Prepare all employee related governmental reports and pay payroll taxes when due

2. Pay all recurring bills.
 - a. Sewer and Water
 - b. Heating fuel
 - c. Electricity
 - d. Equipment leases or purchase agreements
 - e. Maintenance Contracts
 - f. Taxes, mortgage, etc.
 3. Pay all bills for goods and services ordered by management or, through purchase order, by employees.
 4. As prescribed by Board, transfer moneys from Operating to Reserve, Reserve to Operating and where applicable, from one Fund to another within the Reserve Account.
 5. Properly verify all bills for actual receipt of goods or services prior to payment and at no time, expend more than prescribed by Budget or Board directive. Note: Excepting emergencies or situations which might adversely affect life, health, safety or the property, Management shall not incur a single expense in excess of \$500.00 without Board approval.
- E. Maintain detailed records and furnish monthly statements of income, expenses and year-to-date budget comparisons.
1. Income statements shall designate unit number, owner name and amount due or deferred.
 2. Expense statement shall designate check number, date, amount, payee and a comment as to the goods or services received.
 3. Year-to-date budget comparison shall, in effect, be a cash basis income and expense summary, in a line item format, denoting the annual budget amount, monthly expense, year-to-date expense and budget-to-expense variance.
 4. Additional monthly reports may include:
 - a. Bank statement copies
 - b. Reserve Account Summary
 - c. Reserve Account income, expense and Y.T.D. statements as needed
- F. Assist in the preparation of annual budgets, financial reports, audits and tax returns.
1. Annual Budget - Management shall, on or about 60 days prior to the end of the Budget year, present to the Board, a proposed Budget for the coming year.

2. With Management support, coordination and documentation, an appropriate "third" party shall prepare:
 - a. Annual Financial Statements, Comp@lations, Audits, etc.
 - b. State and Federal Tax Return
 - c. Personal Property Tax Return
- G. Prepare and distribute statements of account.
 1. Individual unit account statements as prescribed by policy i.e., monthly, quarterly, annually.
 2. Statements of account in conjunction with unit sale or re-financing, and, as needed, collection action.

III. PROPERTY MAINTENANCE SERVICES

- A. Establish and implement a complete maintenance and repair program.
 1. With support from the Board, on-site staff or outside, third parties, inspect and become familiar with the building structure and the heating, cooling, ventilation, lighting, electrical and plumbing systems.
 2. Develop complete job descriptions for any and all employees.
 3. Revise, enhance or fully develop a complete maintenance and repair schedule for:
 - a. "In House" services
 - b. Contracted services
 4. Effectively address all items of maintenance and repair, i.e.,
 - a. Snow removal
 - b. Lawn and landscape
 - c. Cleaning, rubbish, litter
 - d. Roof, siding, parking lots, sidewalks, and general building components
 - e. Recreational areas
 - f. Equipment and systems
 - g. Supplies inventory
 - h. Maintenance contracts
 - Elevator
 - Rubbish
 - HVAC
 5. Develop and maintain a long range (10-20 year) capital replacement and improvements study and program, addressing such things as roofs, parking lots, siding, lights, plumbing and heating systems and the like.

- B. Inspect the property on a regular basis. Inspections to be made by:
 - 1. Management
 - 2. Management and Board representative
 - 3. Management and Employees
 - 4. Management and Vendors or Contractors
- C. Respond to all common area emergencies and maintenance requests promptly and effectively.
 - 1. Develop a "communication" system where in Management becomes an integral and ultimate contact.
 - a. On-site office and employee pager/answering machine
 - b. Management office and pager/answering service
 - 2. Develop "reporting" system whereby employees submit regular written reports to management documenting date, time and reason for "communication" together with corrective action.
- D. Obtain review and recommend bids for annual services and major repair or improvement projects, i.e.:
 - 1. Snow removal
 - 2. Lawn maintenance
 - 3. Painting, siding, roofing projects
 - 4. Landscape renovations
 - 5. Carpet replacement and decorating
 - 6. Major equipment purchase and replacement
 - 7. Energy conservation improvements
- E. Supervise all maintenance and repairs for quality of workmanship, economic efficiency, and fulfillment of contracts or agreements.
 - 1. Recommend and secure the services of an architect or engineer as necessary and coordinate all such service.
 - 2. Supervise all employees and conduct performance evaluations on a regular basis.
 - 3. Recruit, train and discharge employees, as appropriate and approved by the Board.

4. Secure and supervise the services of outside contractors possessing the best of reputations and highest degree of knowledge and expertise.
- F. Secure the most effective and cost efficient maintenance and repair service available and at all times pass all savings onto the Association.
1. Secure the least expensive yet most effective maintenance and repair service available, as required.
 - a. On-site crew, Resident Manager, Employee
 - b. Handy-man, Laborer
 - c. Tradesman i.e., Plumber, Electrician, Heating and Cooling Contractor
 - d. Outside service company i.e., lawn, snow, janitorial
 - e. Management owned service company
 2. Hunt Management will retain no discounts, inducements and the like but will pass same onto Association.
 3. Hunt Management will, at all times, discharge its duties in a fair, reasonable and anti-discriminatory manner; in the best interests of the Association.

**THE LAKES OF VILLE DU PARC CONDOMINIUM
ASSOCIATION, INC.**

DISCLOSURE MATERIALS

SECTION F

ANNUAL OPERATING BUDGET



A Community Presence

November 21, 2023

TO: All Lakes of Ville Du Parc Homeowners

RE: **2024 Budget**

For your review, use and file we have enclosed the following:

**2023 Income and Expense Summary
2024 Budget**

After a very careful review of the Association's financial status, the Directors have resolved that it WILL be necessary to increase the quarterly maintenance beginning January 1, 2024. Accordingly, please note the following payment schedule for 2024:

Quarterly Maintenance Fee Payment Commencing January 1, 2024:

\$1850.00

Your Board of Directors and Management will continue to closely monitor the Association and will strive to maintain and improve the financial and physical soundness of the Association. Thank you for your continued understanding and support. Should you ever have any questions regarding the Association's financial affairs, please do not hesitate to contact the undersigned.

Lastly, if you are currently using coupons to pay your quarterly fees, you should soon be receiving a coupon book for your use in 2024. If you are paying via electronic funds transfer (EFT), we will continue to withdraw the quarterly fee as was done in 2023. **For those of you that have your bank pay your fees, please advise them to send checks to the following mailing address: The Lakes of Ville Du Parc, c/o Hunt Management, P.O. Box 1755, Arlington Heights, IL 60006-1755. Note: If you use this payment method to submit your quarterly assessments, please double check the payment mailing address on your banking website/app to ensure monthly assessment payments are sent to the correct mailing address as stated above.**

If you have any questions, please feel free to contact me.

Sincerely,

Hunt Management Incorporated, AAMC
Management Company for
The Lakes of Ville Du Parc Condominium Association, Inc.

Terry R. Handel

Terry R. Handel, CMCA, AMS, PCAM
Assistant General Manager
thandel@huntmanagement.com

THE LAKES OF VILLE DU PARC CONDOMINIUM ASSOCIATION, INC.
2023 INCOME & EXPENSE SUMMARY
AND 2024 BUDGET

FINAL

<u>INCOME</u>	<u>BUDGET 2023</u>	<u>PROJECTED 2023</u>	<u>BUDGET 2024</u>
MAINTENANCE FEES	630,000	630,000	666,000
SPECIAL ASSESSMENT	0	0	0
PRIOR YEAR SURPLUS	0	0	0
LATE CHARGES	0	325	0
INTEREST	1,000	5,000	4,000
LEGAL REIMBURSE	0	0	0
INS. PROCEEDS	0	0	0
LEGAL FUND CONTRIBUTION	0	0	0
CA.FUND CONTRIBUTION SIDINC	0	0	0
ASPHALT FUND CONTRIBUTION	0	0	0
MISCELLANEOUS	0	0	0
TRANSFER FEES	0	200	0
<u>TOTAL</u>	\$631,000	635,525	\$670,000
<u>EXPENSES</u>			
MANAGEMENT	25,212	25,212	26,976
LEGAL - LAND/LAKE	0	5,499	0
LEGAL - MISC.	3,000	0	3,000
ACCOUNTING	350	500	500
INSURANCE	80,800	81,288	93,500
INSURANCE DISBURSE.	0	27,000	0
POST/PRINT/FAX	1,400	1,000	1,400
ELECTRICITY	4,000	3,900	4,200
LAKE MAINTENANCE	9,000	11,976	12,000
LAWN	110,000	110,000	110,000
SNOW	60,000	50,000	60,000
IRRIG. SYSTEM MAINT.	12,000	17,688	13,000
IRRIG. SYSTEM WATER	23,000	21,000	23,000
MAIN/REP./SUP.	41,000	35,000	41,000
PEST CONTROL	6,800	3,000	3,500
RESERVE	0	0	0
SPECIAL ASSESS RESERVE	0	0	0
INTEREST ADJUSTMENT	1,000	5,000	4,000
INCOME TAX	0	0	0
MISC.	818	450	2,424
<u>TOTAL</u>	\$378,380	\$398,513	\$398,500
<u>SPECIAL PROJECTS</u>			
ASPHALT	1,000	0	1,000
SIDING REPLACEMENT	100,000	78,747	120,000
SIDING (CONSULTANT)	0	9,616	5,000
CONCRETE & MUDJACKING	5,000	2,210	5,000
CHIMNEY / MASONRY REP.	30,000	4,735	10,000
PAINTING	40,000	54,000	40,000
WATER DAMAGE	10,000	214	10,000
LANDSCAPE	25,000	38,000	46,000
BASEMENT	10,000	1,705	10,000
DRAINAGE	74,000	57,024	20,500
ROOF REPAIRS	1,000	3,935	4,000
TOTAL	296,000	250,186	271,500
<u>GRAND TOTAL</u>	<u>\$674,380</u>	<u>\$648,699</u>	<u>\$670,000</u>
<u>PROFIT / LOSS</u>	<u>(\$43,380) **</u>	<u>(\$13,174) **</u>	<u>\$0</u>

* Allocated to the Reserve Fund - ** Shortfall to be funded by Reserve

**THE LAKES OF VILLE DU PARC CONDOMINIUM
ASSOCIATION, INC.**

DISCLOSURE MATERIALS

SECTION G

FLOOR PLAN(S) AND MAP

DECLARATION

THE LAKES OF VILLE DU PARC
A CONDOMINIUM

Nequon, Wisconsin

CITY OF NEQUON, BLAUCKE COUNTY, WISCONSIN

THE LAKES OF VILLE DU PARC

UNIT	ADDRESS	LAKE HILL DRIVE	UNIT	ADDRESS	LAKE VISTA COURT	UNIT	ADDRESS	LAKE FOREST COURT
32	2642 V	1224	83	2643 V	1220	122	2643 V	1224
33	2643 V	1224	84	2643 V	1220	123	2643 V	1224
34	2643 V	1224	85	2643 V	1220	124	2643 V	1224
35	2643 V	1224	86	2643 V	1220	125	2643 V	1224
36	2643 V	1224	87	2643 V	1220	126	2643 V	1224
37	2643 V	1224	88	2643 V	1220	127	2643 V	1224
38	2643 V	1224	89	2643 V	1220	128	2643 V	1224
39	2643 V	1224	90	2643 V	1220	129	2643 V	1224
40	2643 V	1224	91	2643 V	1220	130	2643 V	1224
41	2643 V	1224	92	2643 V	1220	131	2643 V	1224
42	2643 V	1224	93	2643 V	1220	132	2643 V	1224
43	2643 V	1224	94	2643 V	1220	133	2643 V	1224
44	2643 V	1224	95	2643 V	1220	134	2643 V	1224
45	2643 V	1224	96	2643 V	1220	135	2643 V	1224
46	2643 V	1224	97	2643 V	1220	136	2643 V	1224
47	2643 V	1224	98	2643 V	1220	137	2643 V	1224
48	2643 V	1224	99	2643 V	1220	138	2643 V	1224
49	2643 V	1224	100	2643 V	1220	139	2643 V	1224
50	2643 V	1224	101	2643 V	1220	140	2643 V	1224
51	2643 V	1224	102	2643 V	1220	141	2643 V	1224
52	2643 V	1224	103	2643 V	1220	142	2643 V	1224
53	2643 V	1224	104	2643 V	1220			
54	2643 V	1224	105	2643 V	1220			
55	2643 V	1224	106	2643 V	1220			
56	2643 V	1224	107	2643 V	1220			
57	2643 V	1224	108	2643 V	1220			
58	2643 V	1224	109	2643 V	1220			
59	2643 V	1224	110	2643 V	1220			
60	2643 V	1224	111	2643 V	1220			
61	2643 V	1224	112	2643 V	1220			
62	2643 V	1224	113	2643 V	1220			
63	2643 V	1224	114	2643 V	1220			
64	2643 V	1224	115	2643 V	1220			
65	2643 V	1224	116	2643 V	1220			
66	2643 V	1224	117	2643 V	1220			
67	2643 V	1224	118	2643 V	1220			
68	2643 V	1224	119	2643 V	1220			
69	2643 V	1224	120	2643 V	1220			
70	2643 V	1224	121	2643 V	1220			
71	2643 V	1224	122	2643 V	1220			
72	2643 V	1224						
73	2643 V	1224						
74	2643 V	1224						
75	2643 V	1224						
76	2643 V	1224						
77	2643 V	1224						
78	2643 V	1224						
79	2643 V	1224						
80	2643 V	1224						
81	2643 V	1224						
82	2643 V	1224						

RECORDED

1990 SEP -6 AM 9:55

REGISTER OF DEEDS
OZAUKEE COUNTY, WI

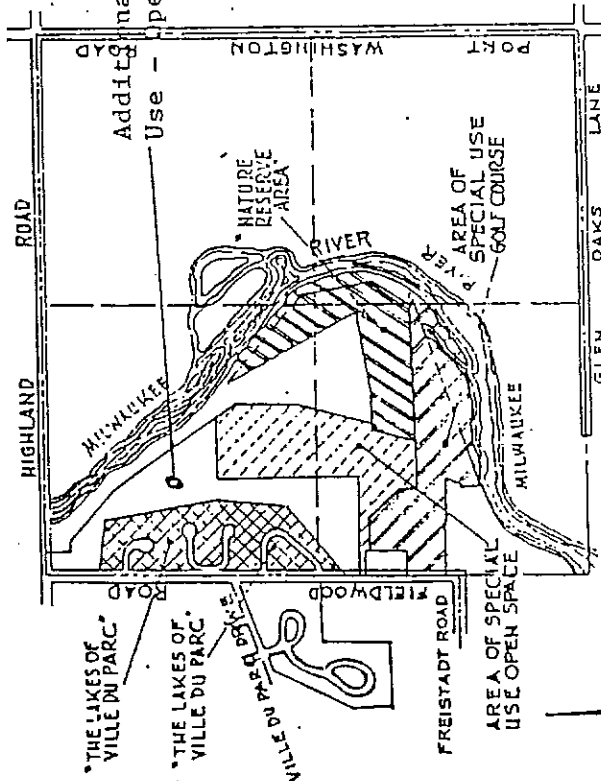
SHEET NO. 2 OF 2

THE LAKES OF VILLE DU PARC

STAGE VII

THE LAKES OF VILLE DU PARC

CITY OF MEDON, OZAUKEE COUNTY, WISCONSIN



PARCEL 'A'
(SEE SHEET-5)

THAT PART OF CONVEYANCE LOTS 6, 7 AND 8 IN THE 1/4 AND THE 3/4 1/4 OF SECTION 18, T 9 N., R 22 E., IN CITY OF MEDON, OZAUKEE COUNTY, WISCONSIN, ALL OF WHICH IS BOUNDED AND DESCRIBED AS FOLLOWS:
BEGINNING AT THE WEST 1/4 CORNER OF SECTION 18;
THENCE SOUTH 01° 26' 38" EAST ALONG THE WEST LINE OF THE 3/4 1/4 OF SECTION 18
AFORSALD 398.32 FT. TO A POINT, BEING THE POINT OF BEGINNING OF THE LAKES HEREIN TO BE DESCRIBED;
THENCE NORTH 89° 27' 10" EAST 952.63 FT. TO A POINT;
THENCE NORTH 02° 13' 55" WEST 1374.63 FT. TO A POINT;
THENCE NORTH 89° 24' 19" EAST 556.46 FT. TO A POINT;
THENCE SOUTH 35° 05' 07" EAST 210.71 FT. TO A POINT;
THENCE SOUTH 01° 25' 39" EAST 543.62 FT. TO A POINT;
THENCE SOUTH 17° 34' 16" WEST 727.19 FT. TO A POINT;
THENCE SOUTH 13° 34' 16" WEST 51.96 FT. TO A POINT;
THENCE SOUTH 13° 34' 16" WEST 415.12 FT. TO A POINT;
THENCE NORTH 88° 41' 21" EAST 1276.39 FT. TO A POINT, BEING A MEASURE POINT ON THE WESTERLY BANK OF THE MILWAUKEE RIVER;
THENCE SOUTH 30° 51' 21" WEST ALONG SAID MEASURE LINE 30.03 FT. TO A POINT ON THE NORTH LINE OF PARCEL 4 OF TRACT 5 OF CERTIFIED SURVEY MAP RECORDED AS DOCUMENT NO. 191040 AFORSALD;
THENCE NORTH 88° 10' 41" EAST 7.54 FT. TO A POINT ON A MEASURE LINE ALONG THE NORTHERLY BANK OF THE MILWAUKEE RIVER;
THENCE SOUTH 71° 08' 22" WEST ALONG SAID MEASURE LINE 1839.23 FT. TO A POINT;
THENCE NORTH 01° 35' 18" WEST 157.97 FT. TO A POINT;
THENCE NORTH 88° 24' 42" EAST 5.75 FT. TO A POINT;
THENCE NORTH 27° 01' 42" EAST 128.00 FT. TO A POINT;
THENCE SOUTH 88° 30' 02" WEST 413.39 FT. TO A POINT;
THENCE NORTH 01° 26' 38" WEST 1.09 FT. TO A POINT;
THENCE SOUTH 88° 23' 22" WEST 445.02 FT. TO A POINT IN THE WEST LINE OF THE 3/4 1/4 OF SECTION 18;
THENCE NORTH 01° 26' 38" WEST ALONG SAID WEST LINE OF SAID 1/4 SECTION 376.24 FT. TO A POINT;
THENCE NORTH 88° 33' 22" EAST 235.00 FT. TO A POINT;
THENCE NORTH 01° 26' 38" WEST 375.00 FT. TO A POINT;
THENCE SOUTH 88° 33' 22" WEST 235.00 FT. TO A POINT;
THENCE NORTH 01° 26' 38" WEST 65.34 FT. TO THE POINT OF BEGINNING.

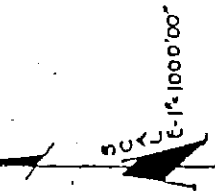
ALSO SUBJECT TO THE RIGHTS OF THE PUBLIC IN FIELDWOOD ROAD TOGETHER WITH ALL RIPARIAN RIGHTS BETWEEN AFORESAID LAKES AND THE MILWAUKEE RIVER.

PARCEL 'B' (SEE SHEET-3 AND 4)

THAT PART OF THE 3/4 1/4 AND THE 1/4 1/4 OF SECTION 18, T 9 N., R 22 E., IN THE CITY OF MEDON, OZAUKEE COUNTY, WISCONSIN WHICH IS BOUNDED AND DESCRIBED AS FOLLOWS:
BEGINNING AT THE WEST 1/4 CORNER OF SECTION 18, THENCE NORTH 01° 40' 39" WEST ALONG THE WEST LINE OF THE 1/4 1/4 OF SECTION 18 AFORSALD 2141.87 FT. TO A POINT; THENCE SOUTH 85° 40' 39" EAST 650.00 FT. TO A POINT; THENCE SOUTH 07° 59' 44" EAST 1122.49 FT. TO A POINT; THENCE SOUTH 04° 07' 36" WEST 691.83 FT. TO A POINT; THENCE SOUTH 50° 43' 12" WEST 884.95 FT. TO A POINT IN THE WEST LINE OF THE 3/4 1/4 OF SECTION 18;
THENCE NORTH 01° 26' 38" WEST ALONG THE WEST LINE OF THE 3/4 1/4 OF SECTION 18 AFORSALD 370.00 FT. TO THE POINT OF BEGINNING. SUBJECT TO THE RIGHTS OF THE PUBLIC IN FIELDWOOD ROAD.

DECEMBER 6, 1984

VICINITY MAP



I, KENNETH E. BURGE, DO HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THIS SURVEY IS AN ACCURATE REPRESENTATION OF THE EXISTING BOUNDARY LINES AND THE LOCATION OF THE BUILDINGS AND IMPROVEMENTS CONSTRUCTED OR TO BE CONSTRUCTED ON THE PROPERTY.

THIS CONVEYANCE MAP IS A CORRECT REPRESENTATION OF THE LAKES OF VILLE DU PARC, OZAUKEE COUNTY, WISCONSIN, AS PROPOSED, AT THE DATE HEREOF, AND THE IDENTIFICATION AND PROPOSED LOCATION OF EACH UNIT AND THE COMMON ELEMENTS CAN BE DETERMINED FROM THE RELEVANT. THE COMMON ELEMENTS ARE DEFINED TO BE ALL OF THE CONVEYANCE PROPERTY EXCEPT THE INDIVIDUAL UNITS DESCRIBED IN THIS MAP. THE UNDERSIGNED SURVEYOR MAKES NO CERTIFICATION AS TO THE ACCURACY OF ANY CANNABIC FLOOR PLANS OF THE CONVEYANCE BUILDING(S) AND UNITS CONVEYED IN THE MAP OR THE APPROXIMATE DIMENSIONS OR FLOOR AREAS THEREOF.

KENNETH E. BURGE, REGISTERED WISCONSIN LAND SURVEYOR, \$107

DECLARATION

THE LAKES OF VILLE DU PARC

THE LAKES OF VILLE DU PARC
A CONDOMINIUM

Mequon, Wisconsin

CITY OF MEQUON, WISCONSIN COUNTY, WISCONSIN

LAKE ISLE DRIVE			LAKE VISTA COURT			LAKE FOREST COURT		
UNIT	ADDRESS		UNIT	ADDRESS		UNIT	ADDRESS	
53	2467 W	124M	83	2443 W	124M	123	2443 W	124M
54	2445 W	124M	84	2443 W	124M	124	2441 W	124M
55	2431 W	124M	85	2439 W	124M	125	2429 M	124M
56	2429 W	124M	86	2437 W	124M	126	2429 M	124M
57	2414 W	123M	87	2423 W	124M	127	2421 M	124M
58	2414 W	123M	88	2421 W	124M	128	2417 M	124M
59	2426 W	123M	89	2413 W	124M	129	2415 M	124M
60	2426 W	123M	90	2411 W	124M	130	2401 M	124M
61	2434 W	123M	91	2403 W	124M	131	2400 M	124M
62	2434 W	123M	92	2403 W	124M	132	2402 M	124M
63	2433 W	123M	93	2400 W	124M	133	2411 M	124M
64	2433 W	123M	94	2402 W	124M	134	2414 M	124M
65	2433 W	123M	95	2413 W	124M	135	2420 M	124M
66	2433 W	123M	96	2414 W	124M	136	2422 M	124M
67	2433 W	123M	97	2420 W	124M	137	2431 M	124M
68	2433 W	123M	98	2427 W	124M	138	2434 M	124M
69	2433 W	123M	99	2434 W	124M	139	2434 W	124M
70	2433 W	123M	100	2436 W	124M	140	2433 W	124M
71	2433 W	123M	101	2440 W	124M	141	2430 W	124M
72	2433 W	123M	102	2437 W	124M	142	2432 W	124M
73	2433 W	124M	103	2437 W	124M			
74	2433 W	124M	104	2437 W	124M			
75	2433 W	124M	105	2437 W	124M			
76	2433 W	124M	106	2437 W	124M			
77	2433 W	124M	107	2437 W	124M			
78	2433 W	124M	108	2437 W	124M			
79	2433 W	124M	109	2437 W	124M			
80	2433 W	124M	110	2437 W	124M			
81	2433 W	124M	111	2437 W	124M			
82	2433 W	124M	112	2437 W	124M			
			113	2437 W	124M			
			114	2437 W	124M			
			115	2437 W	124M			
			116	2437 W	124M			
			117	2437 W	124M			
			118	2437 W	124M			
			119	2437 W	124M			
			120	2437 W	124M			
			121	2437 W	124M			
			122	2437 W	124M			

LAKE PARK COURT

1990 SEP -6 AM 9:55

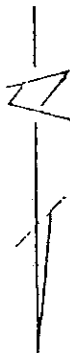
RECORDED

REGISTER OF DEEDS
OSHAUKEE COUNTY, WI

THE LAKES OF VILLE DU PARC

CITY OF MEDWA, WISCONSIN

PARCEL "B"

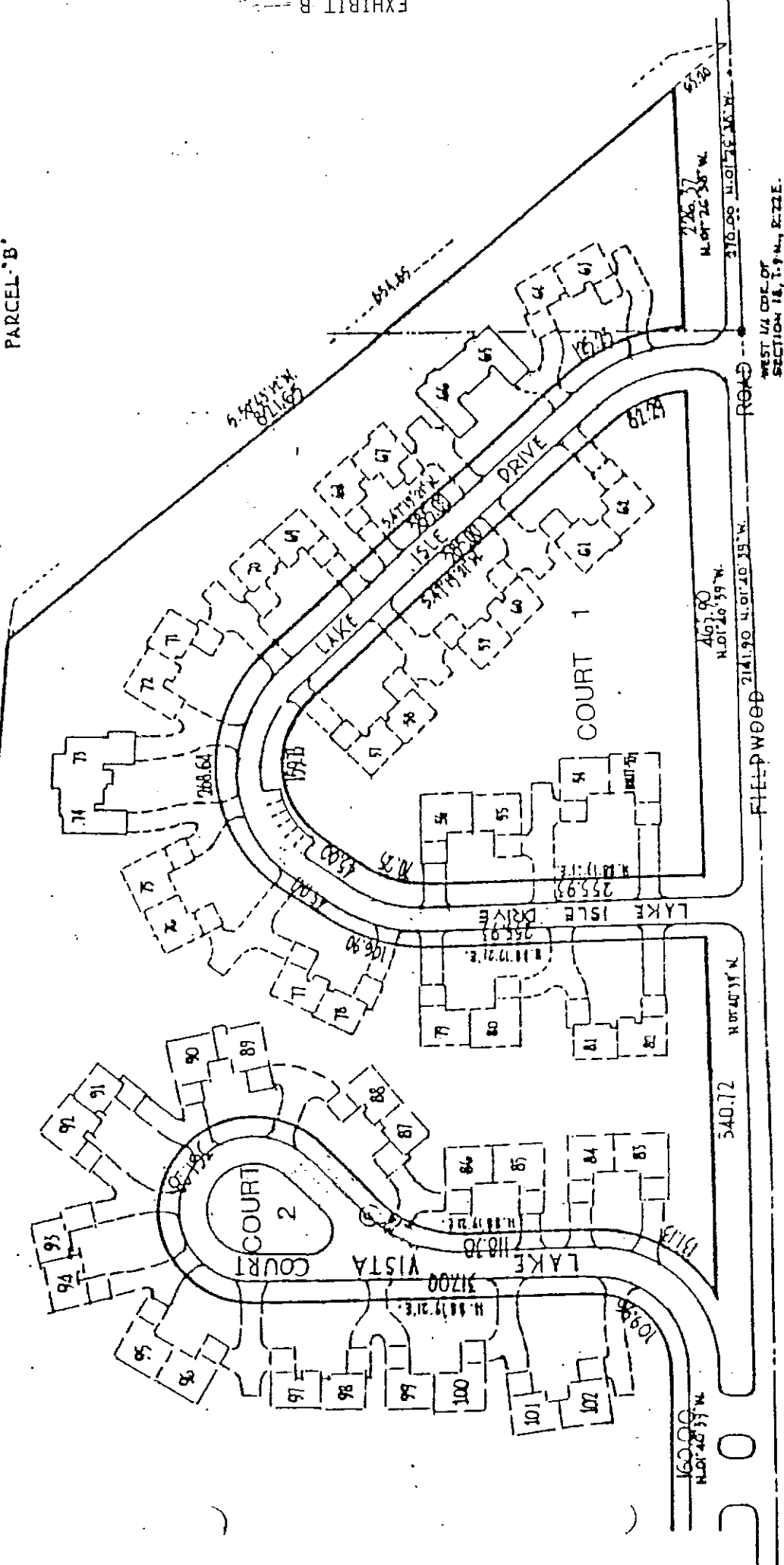


SCALE - 1" = 80' 00"

5.040742° N.

691.83

5.017742° E.
1122.49

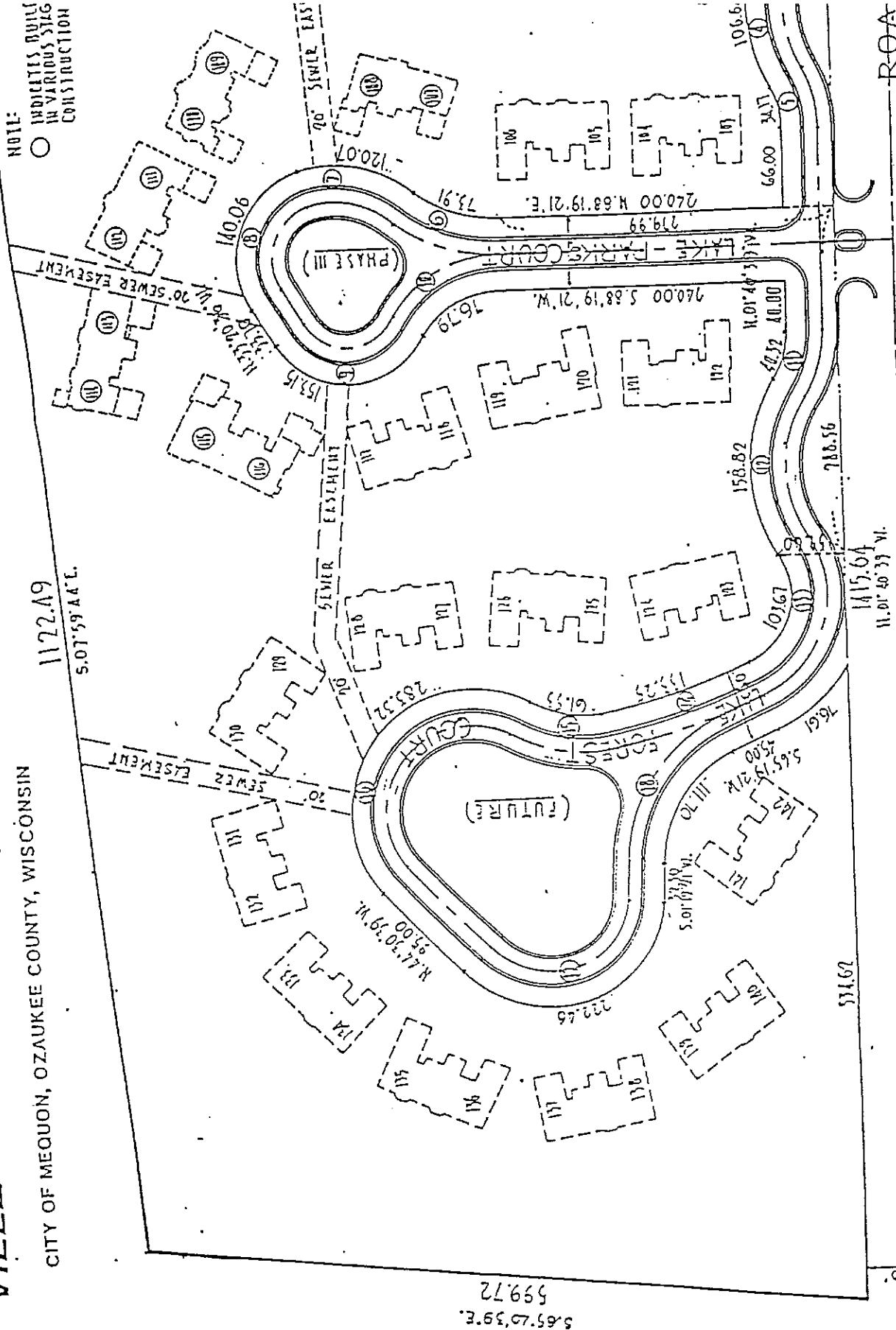


WEST 1/4 COR. OF
SECTION 18, T. 9 N., R. 22 E.

EXHIBIT B

CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN

SCALE-1-3745-00:00

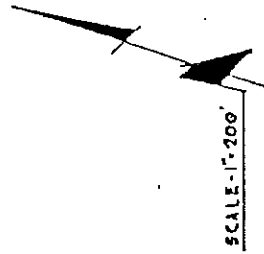
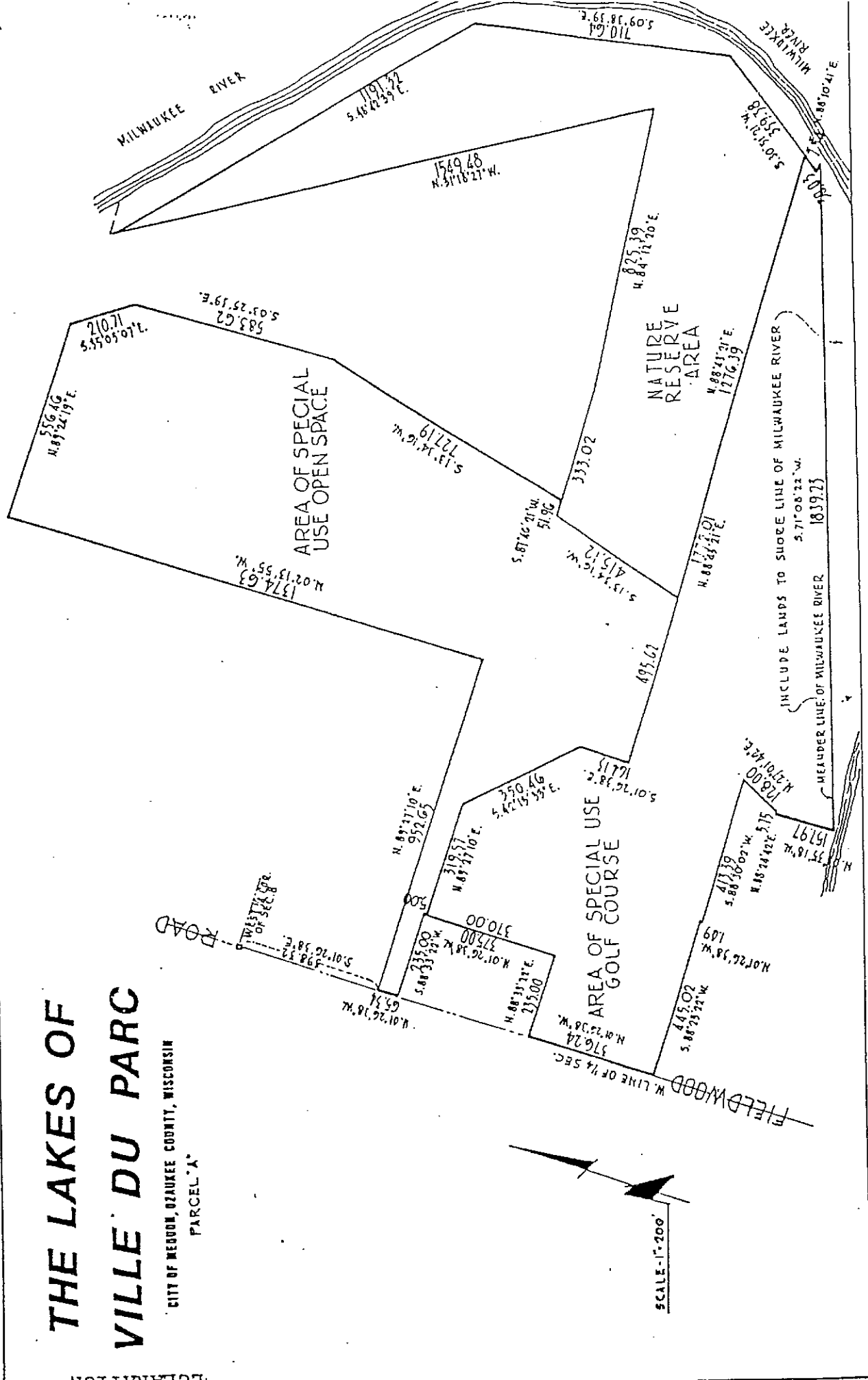


THE LAKES OF VILLE DU PARC

CITY OF MEDON, OZAUKEE COUNTY, WISCONSIN

PARCEL "A"

ECLARATION



SCALE - 1" = 200'

THE LAKES OF VILLE DU PARC

CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN

AREA OF SPECIAL USE
GOLF COURSE
THE LAKES OF VILLE DU PARC

AREA OF SPECIAL USE
OPEN SPACE
THE LAKES OF VILLE DU PARC

THAT PART OF THE SW 1/4 OF SECTION 18, T 9 N, R 22 E, IN THE CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN, WHICH IS BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST 1/4 CORNER OF SECTION 18;
THENCE SOUTH 01° 26' 38" EAST ALONG THE WEST LINE OF THE SW 1/4 OF SECTION 18
AFORSID 463.66 FT. TO A POINT;
THENCE NORTH 88° 33' 22" EAST 235.00 FT. TO A POINT, SAID POINT BEING THE POINT OF
BEGINNING OF THE LANDS HEREIN TO BE DESCRIBED;

THENCE NORTH 89° 27' 10" EAST 319.57 FT. TO A POINT;
THENCE SOUTH 42° 13' 53" EAST 350.46 FT. TO A POINT;
THENCE SOUTH 01° 26' 38" EAST 164.13 FT. TO A POINT;
THENCE NORTH 88° 43' 21" EAST 1772.01 FT. TO A POINT ON A MEANDER LINE ALONG THE
WESTERLY BANK OF THE MILWAUKEE RIVER;

THENCE SOUTH 30° 51' 21" WEST ALONG SAID MEANDER LINE 30.03 FT. TO A POINT ON THE
NORTH LINE OF PARCEL A OF TRACT 5 OF CERTIFIED SURVEY MAP RECORDED AS DOCUMENT NO.
191040 AFORESAID;

THENCE NORTH 88° 10' 41" EAST 7.54 FT. TO A POINT ON A MEANDER LINE ALONG THE
EASTERLY BANK OF THE MILWAUKEE RIVER;

THENCE SOUTH 71° 08' 27" WEST ALONG SAID MEANDER LINE 1839.23 FT. TO A POINT;
THENCE NORTH 01° 55' 18" WEST 157.97 FT. TO A POINT;
THENCE NORTH 89° 24' 42" EAST 5.25 FT. TO A POINT;
THENCE NORTH 73° 01' 42" EAST 128.00 FT. TO A POINT;
THENCE SOUTH 88° 30' 02" WEST 413.39 FT. TO A POINT;
THENCE NORTH 01° 26' 38" WEST 1.09 FT. TO A POINT;
THENCE SOUTH 88° 23' 22" WEST 445.02 FT. TO A POINT IN THE WEST LINE OF THE SW 1/4
OF SECTION 18;

THENCE NORTH 01° 26' 38" WEST ALONG SAID WEST LINE OF SAID 1/4 SECTION 376.24 FT. TO
A POINT;
THENCE NORTH 88° 33' 22" EAST 235.00 FT. TO A POINT;

THENCE NORTH 01° 26' 38" WEST 370.00 FT. TO THE POINT OF BEGINNING.
TOGETHER WITH ALL RIPARIAN RIGHTS BETWEEN AFOREMENTIONED LANDS AND THE MILWAUKEE
RIVER.

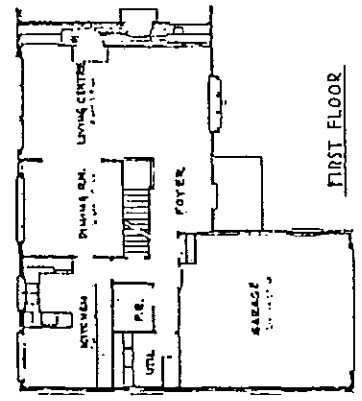
ALSO SUBJECT TO THE RIGHTS OF THE PUBLIC IN FIELDWOOD ROAD.

THAT PART OF GOVERNMENT LOTS 6, 7 AND 8 IN THE NW 1/4 AND THE SW 1/4 OF SECTION 18,
T 9 N, R 22 E, IN THE CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN, ALL OF WHICH IS
BOUNDED AND DESCRIBED AS FOLLOWS:

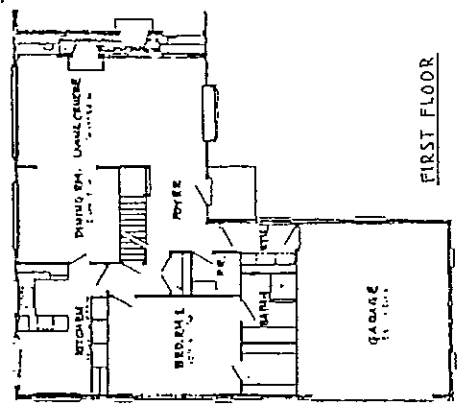
BEGINNING AT THE WEST 1/4 CORNER OF SECTION 18;
THENCE SOUTH 01° 26' 38" EAST ALONG THE WEST LINE OF THE SW 1/4 OF SECTION 18
AFORSID 398.32 FT. TO A POINT, BEING THE POINT OF BEGINNING OF THE LANDS HEREIN TO
BE DESCRIBED;

THENCE NORTH 89° 27' 10" EAST 957.65 FT. TO A POINT;
THENCE NORTH 02° 13' 55" WEST 1374.63 FT. TO A POINT;
THENCE NORTH 89° 24' 19" EAST 556.46 FT. TO A POINT;
THENCE SOUTH 35° 05' 07" EAST 210.71 FT. TO A POINT;
THENCE SOUTH 03° 25' 39" EAST 583.62 FT. TO A POINT;
THENCE SOUTH 13° 34' 16" WEST 727.19 FT. TO A POINT;
THENCE SOUTH 87° 46' 21" WEST 51.96 FT. TO A POINT;
THENCE SOUTH 13° 34' 16" WEST 415.12 FT. TO A POINT;
THENCE NORTH 88° 43' 21" WEST 495.62 FT. TO A POINT;
THENCE NORTH 01° 26' 38" WEST 164.13 FT. TO A POINT;
THENCE NORTH 42° 13' 53" WEST 350.46 FT. TO A POINT;
THENCE SOUTH 89° 27' 10" WEST 319.57 FT. TO A POINT;
THENCE NORTH 01° 26' 38" WEST 5.00 FT. TO A POINT;
THENCE SOUTH 88° 33' 22" WEST 235.00 FT. TO A POINT;
THENCE NORTH 01° 26' 38" WEST 65.24 FT. TO THE POINT OF BEGINNING.

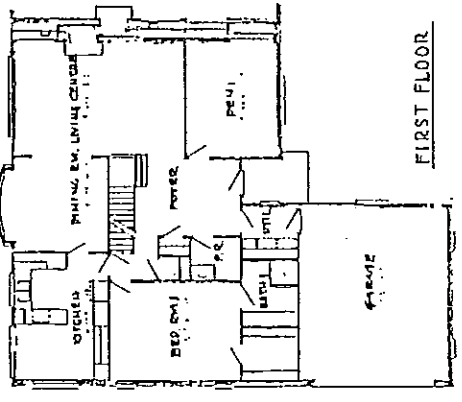
ALSO SUBJECT TO THE RIGHTS OF THE PUBLIC IN FIELDWOOD ROAD



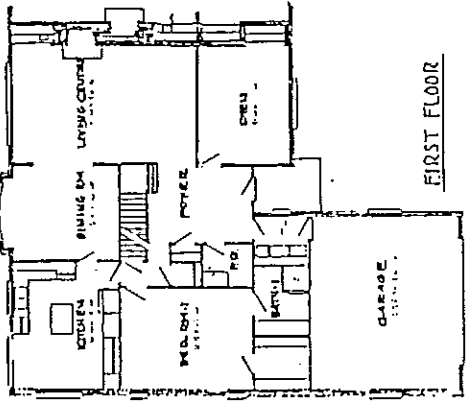
FIRST FLOOR



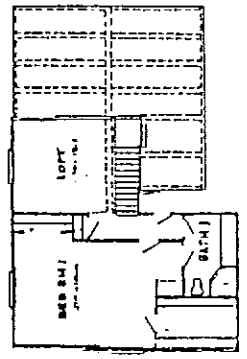
FIRST FLOOR



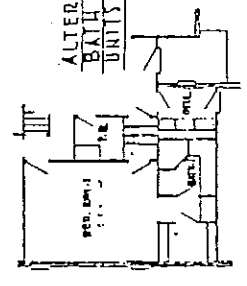
FIRST FLOOR



FIRST FLOOR



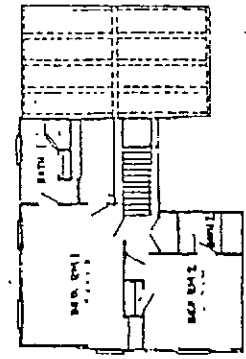
SECOND FLOOR



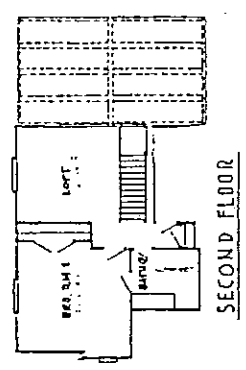
NOTE:

SEE SHEET 8 OF 8
FOR APPROXIMATE
ROOM DIMENSIONS

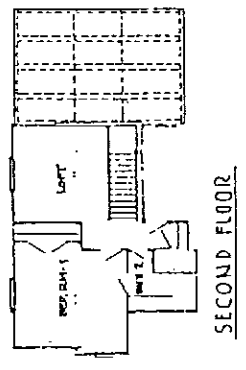
ALTERNATE PLAN FOR
BATH 11' x 7'
UNITS 85/200 85/300 85/400



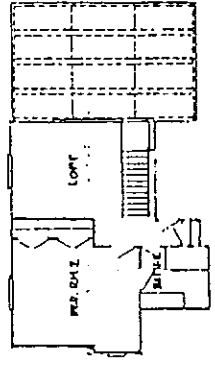
SECOND FLOOR



SECOND FLOOR



SECOND FLOOR



SECOND FLOOR

MODEL 85/180
1858 SQ. FT.

MODEL 85/200
2112 SQ. FT.

MODEL 85/300
2234 SQ. FT.

MODEL 85/400
2403 SQ. FT.

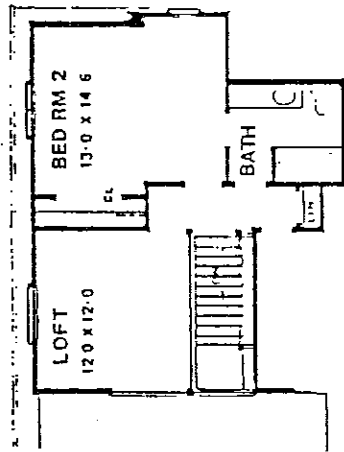
THE LAKES OF VILLE DU PARC

CITY OF MEQUON, DZAUKKE COUNTY, WISCONSIN

THE LAKES OF VILLE DU PARC

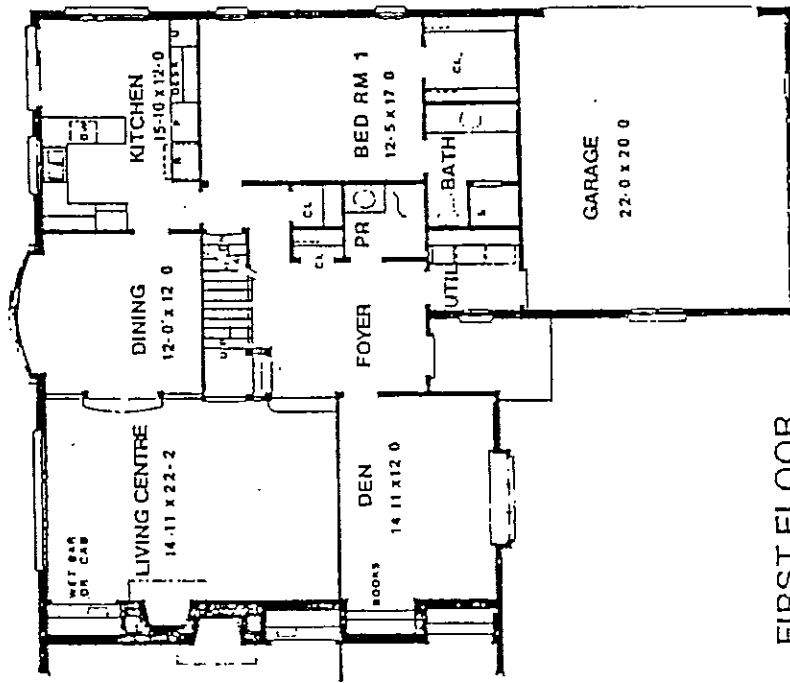
CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN

SHEET No. 6 OF 8



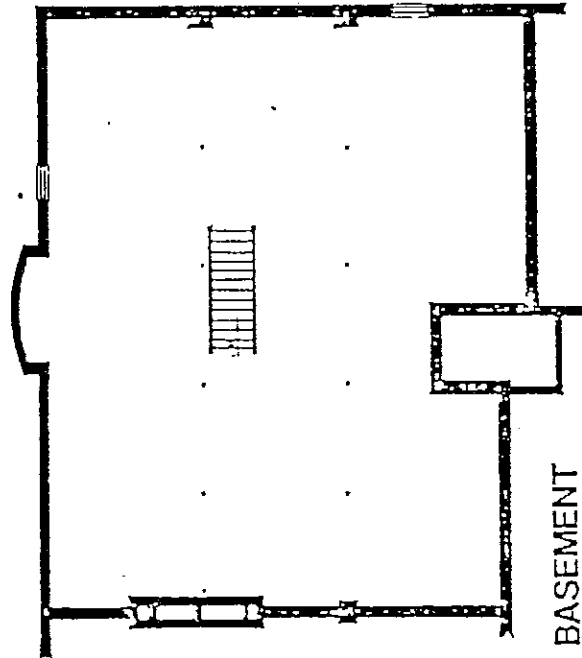
SECOND FLOOR

564 SF

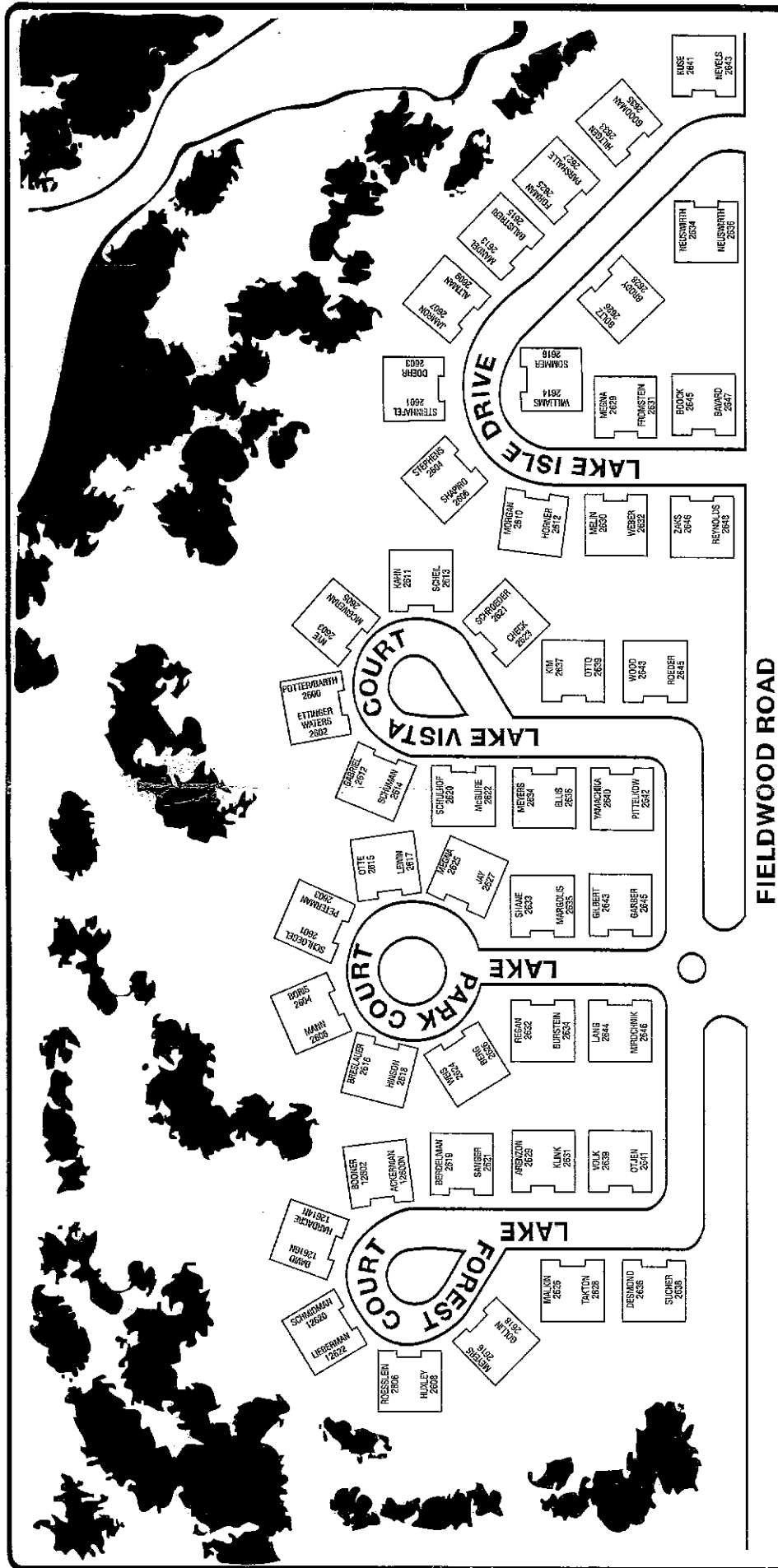


FIRST FLOOR

1709 SF



TYPICAL BASEMENT



OFFICERS & BOARD

President: Barbara Kahn
 Vice President: Gerie Kuse
 Secretary: John Goodman
 Treasurer: Jeffrey Weiss
 Director: Deborah Gollin
 Director: Ralph Bayard
 Director: John Mann
 Director: Darlene Roesslein
 Director: Michael Schuman

HUNT MANAGEMENT INCORPORATED
 10520 N. Buhr Road, Suite Q
 Mequon, WI 53092

Terry R. Handel, CMCA
 Senior Property Manager
 (262) 238-1480
 FAX (262) 238-1485
 Email: terryhandel@huntmanagement.com

SPECIAL EVENTS
 Annual Meeting & Homeowner's Party
 September 6, 2006



**THE LAKES OF VILLE DU PARC CONDOMINIUM
ASSOCIATION, INC.**

DISCLOSURE MATERIALS

SECTION H

RULES AND REGULATIONS



March 24, 1999

To: All Lakes of Ville Du Parc Homeowners

Re: Homeowner's Guide / Rules Revision

Attached for your review and file is the recently revised Homeowner's Guide.

Specifically, please note the changes in the following sections:

- Section 1, page 6, 6. Garages And Parking
- Section 2, page 9, 1. Garbage
- Section 2, page 11, Use Of The Lake
- Section 6, page 14, 2) Window & Mailboxes

Should you have any questions about the revisions, please don't hesitate to contact me.

Thank you,

Sincerely,

HUNT MANAGEMENT INCORPORATED
Management Company for
Lakes of Ville Du Parc Condominium Association, Inc.

A handwritten signature in black ink, appearing to read 'T. Handel', is written over the printed name.

Terry R. Handel
Senior Property Manager

Enclosures

ISSUED JULY 15, 1996
REVISED MARCH 15, 1999

HOMEOWNER'S GUIDE
RULES AND REGULATIONS
LAKES OF VILLE du PARC CONDOMINIUM ASSOCIATION

1996

INTRODUCTION

These Rules and Regulations are set forth to assist in governing the operation, maintenance and use of the Units and the common areas and facilities by the Unit owners and occupants, in accordance with Article VI, Section 1, paragraph g, of the By-Laws of the Association.

Condominium ownership and living provide unique living experiences. Because we live in very close proximity to our neighbors, it is essential that we are sensitive not only to individual needs, but to the needs of our whole community. The community includes all of us as owner/members of the Lakes of Ville du Parc Condominium Association. In addition, it is important that we maintain our present attractiveness and appeal, not only to enjoy and appreciate ourselves, but to others who may contemplate purchasing a unit and joining our community. Property values must be maintained, but at the same time, maintenance expenses must be kept at a minimum, without lessening aesthetic and monetary values.

To make our living together in this community as harmonious as possible, the Directors of the Association have adopted these Rules and Regulations. In general, they follow the tenets of the Association Declaration and By-Laws, which you received when you purchased your unit. They also respond to certain questions concerning responsibility for maintenance and general upkeep of the individual units and adjacent grounds. They recognize both our rights and responsibilities as homeowners and neighbors.

It is important that you familiarize yourself with these Rules and Regulations. All owners, tenants, and guests are subject to them, as well as the Condominium Declaration and By-Laws. ***Ignorance of the document contents is neither a defense nor basis for noncompliance.*** To assist in familiarizing, recalling and remembering, the Rules and Regulations are set forth below, along with a detailed "Questions and Answers" section.

It is a mutual goal for us all as the membership of Lakes of Ville du Parc Condominium Association to make this an enjoyable and desirable place to live for present and future members.

ISSUED JULY 15, 1996
REVISED MARCH 15, 1999

LAKES OF VILLE DU PARC FEATURES AND GENERAL INFORMATION

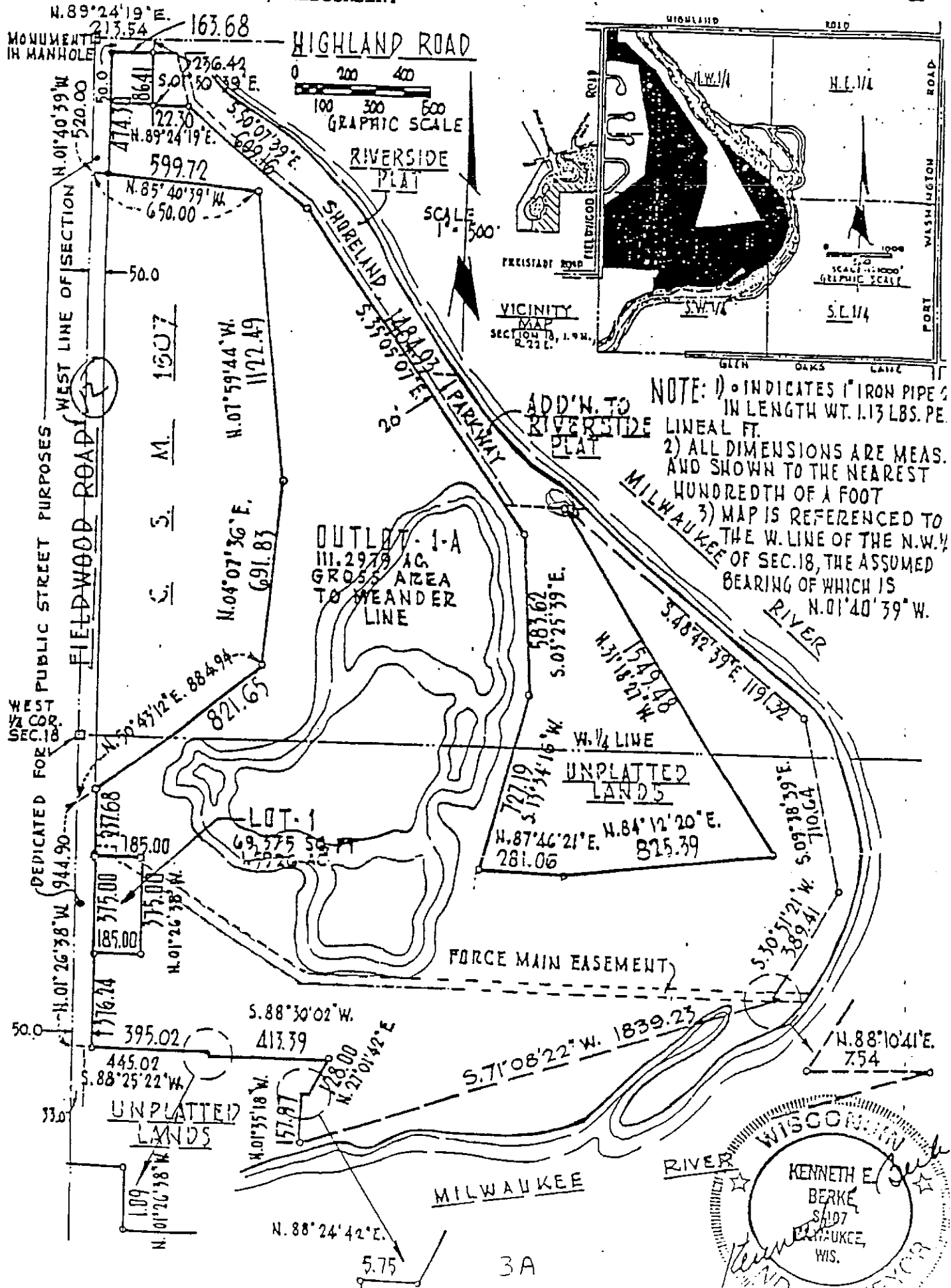
FEATURES

The specifics of the ownership of our land and easements granted are listed in Exhibit A to the Declaration of Condominium Ownership. Attached on page 3A is a survey of the lands in and adjacent to the area in which our units are located. The main features include the lake and wetlands identified as Outlot 1A on page 3A. The area identified as Unplatted Lands on page 3A is owned by the City of Mequon and is devoted to nature preserve use. The lake has a walking path encircling it for use of unit owners and their guests. All of these areas are the private property of the Association and trespassing is prohibited by law.

MANAGEMENT FIRM AND CONTACT

Terry Handel of Hunt Management Incorporated is our Managing Agent. All requests, comments or concerns about maintenance, repairs and operations of our Condominium Association should be directed to Terry at Hunt, located at 6100 W. Executive Drive, Suite K, Mequon, WI 53092 (Tel. 238-1480), which is open 8:30 a.m. to 5:00 p.m. Monday through Friday. For after-hour emergencies, call the above number and the answering service will refer your call to the appropriate individual.

BEING A REDIVISION OF OUTLOT 1, IN CERTIFIED SURVEY MAP NO. 1607, BEING PART OF THE NW 1/4, SW 1/4, SE 1/4 AND THE NE 1/4 OF SECTION 18, T 9 N, R 22 E, IN THE CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN.



RULES AND REGULATIONS

I. ARCHITECTURAL CONSIDERATIONS - BUILDINGS AND GROUNDS

Rules and Regulations pertaining to architectural control and conformity of buildings and grounds are intended to ensure the uniform and attractive appearance of the entire Condominium development. Only authorized alterations may be made to Common and Limited Common Elements, and we must all do our part to maintain the aesthetic qualities of the grounds and other amenities. In accordance with the Declaration Article IX, Section 1, the Board of Directors has previously established itself as the Architectural Control Committee.

It is obvious that the aesthetic appearance of both the building and landscape architecture were primary factors in your consideration and desire to choose Lakes of Ville du Parc as your future home. Conformity to the Rules will assure that these factors will continue. On its part, the Association subcontracts for necessary maintenance services.

1. DEFINITIONS

a. Common Elements and Facilities (Declaration Article III, Section 2): The Common Elements and Facilities consist of:

- i. The land and premises described in the Declaration (excepting the "Units");
- ii. All other parts of the property necessary or convenient to its existence, maintenance and safety, all normally in common use and not herein designated as Limited Common Elements;
- iii. The foundations, columns, girders, beams, supports, main walls and roofs of the buildings.

b. Limited Common Elements and Facilities (Declaration Article III, Section 3): The Limited Common Elements and Facilities are all decks, porches, patios, walkways and driveways which service one Unit. Each Unit Owner shall be entitled to the exclusive use and possession of that deck, porch, patio, walkway and driveway, direct access to which is provided for his/her respective Unit, and which is or are located outside of and adjoining his/her respective Unit.

c. **Boundaries of Units (Declaration Article II, Section 4):** The vertical boundaries of each Unit shall be the center line of interior walls bounding a Unit and interior of the outside walls bounding a Unit; the lower horizontal boundary of a Unit shall be the plane of the upper surfaces of the base floor of the lowest level of the Unit, and the upper horizontal boundary shall be the plane of the under surface of the ceiling of the highest level of the Unit.

All windows, window frames, and doors, including all glass in all windows and doors, shall be considered a part of the Unit.

All installations for providing power, light, gas, hot and cold water, heating, refrigeration and air conditioning exclusively to one Unit shall be considered a part of that Unit.

2. ALTERATION, CONSTRUCTION, REMOVAL

No alteration, construction, or removal of Common or Limited Common Elements is permitted (other than those listed below).

3. INTERIOR IMPROVEMENT OF UNITS

Any Unit owner who wants to make improvements within his/her Unit which may affect the Common Elements or the structural soundness of the Unit or reduce its value must submit plans and specifications for the improvements to the Architectural Control Committee at least 60 days prior to the commencement of construction and receive prior written approval. The Unit owner will also be responsible for obtaining required building permits, and is further responsible for meeting any and all applicable building code requirements. (Declaration Article V, Section 11c)

4. EXTERIOR ADDITIONS/MODIFICATIONS

No additions to or modifications of the exterior of any unit may be made without the written approval of the Architectural Control Committee. Application for additions or modifications must be made in writing and include architectural/engineering drawings describing nature, dimensions, materials, locations, approximate cost, and other such pertinent matters. The Architectural Control Committee will review plans within 30 days of such application and provide to the applicant written approval, denial, or suggested modifications within the 30-day period. These additions/modifications include, but are not limited to, decks, patios, freestanding flag poles, walks and fences. The Unit owner will also be responsible for obtaining required building permits, and is further responsible for meeting any and all applicable building code requirements. These restrictions also apply to landscaping as discussed later in these Rules and Regulations. (Declaration Article IX, Section I)

5. MAINTENANCE

The Unit owner is responsible for maintaining, repairing, and replacing all components within the Unit. This includes, but is not limited to, interior utility lines, sump pumps, the furnace and air conditioner (including compressor), walls, ceilings and floors, fixtures, garage doors (including mechanism for lifting and lowering doors) and glass surfaces, screens, doors, windows, and door and window hardware appurtenant to each Unit. (Declaration Article V, Section 11b)

6. GARAGES AND PARKING

All garage doors are to be kept closed at all times while not in actual use. It is recommended that vehicles be kept in garages and that the garage doors be locked. Autos, motorcycles, and bicycles only may be parked in parking areas and driveways; campers, trucks, trailers, RVs, boats, snowmobiles, etc., are not permitted. The asphalt parking areas in the Common Elements in each Court are intended to be used for temporary guest parking; owned vehicles in excess of garage space at a Unit must be parked in the Unit driveway and not in the guest parking areas.

The original wood garage doors in the older sections of the Lakes are susceptible to unsightly misalignment and "bulging" as they age. Many unit owners have replaced these wooden garage doors with insulated steel doors that are not subject to such unsightly bulging. The Board may notify Unit owners with defective wooden garage doors, that such door must be replaced. If such notification is received, it must be complied with within 45 days of receipt.

7. SIGNS

No owner of a Unit 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 a Unit for sale. Also exempt from this rule are security system signs.

8. LANDSCAPING

a. Plantings

1) Flowers

Owners may plant ornamental flowers in the soil next to their patio/deck and immediately adjacent to the Unit itself. One reason for limiting the area of planting is to avoid adding obstructions and cost to lawn mowing and maintenance.

2) Trees, bushes and shrubs.

If a Unit owner wishes to plant trees or bushes or shrubs, or make any other changes to the landscape not authorized above, drawings showing type, quantity, and location must first be submitted to the Board for approval. The Association can only be responsible for maintaining plantings that are part of general, approved landscape planning. This assures minimization of maintenance expense to the community at large, as well as assuring that exterior modifications are consistent and in harmony with the overall design of the complex. (Declaration Article IX, Section 1)

3) The Unit owner is responsible for replacement of dead shrubs or trees planted under provisions of item 8a. 2) above.

b. Lawn Water Control

Lawn water control and maintenance is an Association responsibility. Unit owners, other than delegated persons, should not turn on, off, or adjust the timed controls.

The sprinkler system is designed to water only the grass portion of the common land. Owners are responsible for watering all other plantings. The systems run from May through September, starting at approximately 2:00 a.m. on Monday, Wednesday, and Friday. Because of noise from the system controls, some Units are watered during daylight hours. It takes a minimum of two hours, depending on the number of zones on a system, to completely water the lawn. At times, the sprinkler system use may be limited because of City-imposed water restrictions or weather conditions.

c. Lawn Ornaments

Lawn ornaments require special care when mowing and maintaining lawns and add to contracted lawn expense, which is a part of all owners' quarterly fees. For that reason and to maintain a uniform lawn appearance in the entire association area, lawn ornaments are prohibited. With the prior approval of the Board, ornaments may be placed in non-grassy areas such as mulched shrubbery beds.

d. Holiday Decorations

Outside holiday decorations, in moderation and in good taste, are permitted. Decorations must be removed within four weeks following the holiday.

9. PAINTING AND STAINING

An owner of a Unit shall in no case paint, decorate, or alter the appearance of the Common Elements or exterior of the buildings without the consent of the Architectural Control Committee. (Declaration Article V, Section 3b)

10. MAILBOXES

Mailboxes have been provided for each Unit owner and should not be altered in any way. If mailboxes are in need of repair, owners should contact the management company.

11. CLOTHESLINES

Unit owners may not hang clothes in any area outside of the Unit. If the interior of the garage is used for this purpose, the garage door must remain closed.

12. ANTENNAS

No antennas or aerials for television or radio reception or transmission may be erected or installed on or in any roof or any of the Common Elements except with the permission of the Architectural Control Committee.

13. FIREWOOD STORAGE

No firewood may be stored in a location exterior to a Unit.

14. AWNINGS AND ENCLOSURES

No awnings, ramadas, or enclosures (screened or glass) may be installed on windows, doors, decks, or patios, except with the permission of the Architectural Control Committee.

II. HEALTH, SAFETY AND USE

1. GARBAGE

The garage is the appropriate place to keep closed garbage containers and recycling containers. Containers may be placed outside of the garage the evening before the collection day, but must be returned to the garage within 12 hours after the collection. The containers should be placed on the driveway to the Unit, not on the grass or at the roadside. Items not accepted by the refuse contractor are the responsibility of the owner/resident to dispose of properly.

In order to minimize the unsightly full or empty garbage/recycling containers, the Board has established that all owners must contract for garbage pickup on Tuesdays. If a Unit owner's collector of choice does not provide service to our area on Tuesdays, an alternate collector must be chosen by the Unit owner.

Burning in incinerators or open fires is not permitted.

2. RESIDENTIAL PURPOSES

Each Unit is to be used for residential purposes only and no trade or business may be carried on within a Unit.

3. OBSTRUCTION OF USE

Unit owners may not use the Common Elements in any way that prevents other owners from fully enjoying the Common Elements. Each Unit owner is responsible for keeping the adjacent Limited Common Elements clean and uncluttered.

4. YARD AND RUMMAGE SALES

Yard, rummage and/or garage sales are prohibited. Estate sales may be permitted with approval of the Board.

5. FLAMMABLE LIQUIDS STORAGE

The storage of gas, gasoline, unsealed gas cylinders and all other flammable materials (except small amounts of flammable liquids for personal use, such as grill starter or lighter fluid) is prohibited.

6. STORAGE OF OUTDOOR EQUIPMENT

The Association or lawn service is not responsible for garden hoses damaged when left on the lawn.

Playground equipment such as swings, slides, gym, sandboxes, or basketball hoops (attached or free standing) are not allowed except with approval of the Architectural Control Committee of the Board.

Except for seasonal furniture, patios/decks, including underdecks may not be used for storage of any kind, including but not limited to motorcycles, bicycles and boats.

7. AUTOMOBILE MAINTENANCE

Maintenance or lubrication of vehicles is not permitted. Car washing, cleaning, tire changes, or minor work to enable the vehicle to leave the parking area is permitted.

8. SNOWPLOWING

When snowplowing efforts cannot be completed because vehicles are blocking driveways and streets, it is the responsibility of the owner/resident to dig out the vehicle and to clear the driveway and street of snow.

9. USE OF THE LAKE

Only non-motorized boats are permitted on the lake. The exception to this is that electric trolling motors of 35 pounds of thrust or less are permitted. Boats may be stored on the Common Elements immediately adjacent to the lake when not in use. Only Unit owners and their guests are permitted to use the lake or its surrounding common elements. Guests must be accompanied by the Unit Owner at all times. Any Unit owner observing trespassers on the lake or the adjoining common elements should call the City of Mequon Police Department at the non-emergency number (242-3500) to report such trespassing; this is important to preserve our privacy claim. The Shoreland turnaround and the southern boundary of our property at Fieldwood Road (stone silo) are posted as Private Property.

III. ANIMALS AND PETS (Declaration Article V, Section 2d)

1. A maximum of one dog or cat per Unit is permitted.
2. Animals shall not be allowed at large and shall be under control of a person when outside the Unit of its owner.
3. Animal solid waste deposited in the common and limited common elements must be collected **immediately** and disposed of in the owner's own waste container.
4. No animal houses, sheds, or other exterior structures to hold pets are permitted.
5. The animal owner is responsible for any costs to repair Common or Limited Common Areas caused by his/her pet.
6. If the Board discovers that a pet or animal has become offensive, a nuisance, or harmful in any way, the pet must be immediately removed.

IV. INSURANCE (Declaration Article XI Section 1)

The Association, for the benefit of all Unit owners, insures the property against loss or damage by fire and such other hazards as the Association deems desirable, for the full insurable replacement cost of the property in addition to Directors and Officers, General Liability and Umbrella coverage. The premiums for such insurance on the property are common expenses and included in the quarterly assessment on each Unit.

The dollar amount of coverage of the Association's policy is based upon information obtained from the builder of each Unit at the time of construction indexed to current cost levels. It is the responsibility of each Unit owner to obtain an individual policy (usually referred to as an H06 policy) for coverage of their personal property, liability, and any improvements made to the Unit since the original construction.

To ensure complete understanding of the need for the Unit owner to obtain coverage for improvements, some examples follow:

- An architectural addition subsequent to original construction such as a sun room, breakfast nook, etc., is covered by the Association Blanket Coverage insurance policy.

- A specialty kitchen floor and cabinets were installed at the time of original construction; all is covered under the Association policy. If the floor and cabinets were upgraded by the Unit owner subsequent to original Unit construction, the Unit owner has responsibility for insurance on that replaced property.
- An interior renovation converts attic space into an additional bedroom; all property insurance is the responsibility of the Unit owner.

The Association insurance policy covers normal glass breakage repair with a \$250 deductible. Unit owners will be reimbursed for glass breakage repair in the amount received from the insurance company, less the insurance deductible. The Unit owner is responsible for payment of the deductible. The deductible may be recovered under the condominium homeowner's policy.

V. RENTAL/LEASE/SALE OF UNITS (Declaration Article V)

1. Units cannot be subdivided.
2. A Unit may be leased for periods of one month or more. Each lease must contain a provision that a breach of any provisions of the Declaration, By-Laws, or Rules and Regulations shall also be a breach of the lease. It is the owner's responsibility to explain to the tenant that the tenant is bound by the same Rules and Regulations as an owner.
3. The Unit owner must provide the Association with current names, address, telephone number, number of persons leasing Unit and vehicle information.
4. The Association transfer fee of \$50 upon sale of a Unit and compliance with the various provisions of the Declaration, By-Laws and Rules and Regulations remain the responsibility of the owner (seller).
5. Advance notice of sale or lease of a Unit should be given to the Association.

VI. QUESTIONS AND ANSWERS

It has been stated and outlined previously, in this "Homeowner's Guide," that exterior maintenance of buildings and units is generally the responsibility of the Association, and the unit owner is responsible for maintaining, repairing and replacing all components within the Unit.

However, there are certain items or areas that need further clarification as to responsibility. The following commentary attempts to clarify such items in a question and answer format. The commentary obviously may not cover or answer all questions, and in such cases, the matter should be referred to the Management Company and/or the Association Board for resolution.

1) May I plant or remove trees and shrubs in the Common Area?

No. [See Rules and Regulations, Section I, paragraph 8a(2)]. However, any Unit owner wishing to do so may request and must receive prior written approval from the Board. The Association contracts for tree and shrub maintenance, but is only responsible for maintaining plantings that are part of the general landscaping plan. This minimizes maintenance expense and assures that exterior modifications are consistent with overall design of the community.

2) Who is responsible for maintenance and replacement of the following items:

Item
Windows

Responsibility

A "window" comprises the glass, a sash (the wood immediately attached to the glass), a frame (into which the sash fits), and a sill (the horizontal member adjacent to the bottom portion of the sash)

Glass - maintenance and replacement

Unit owner

Sash - maintenance and replacement

Unit owner (except when painted as part of painting the entire Unit)

Frame - maintenance and replacement	Unit owner (except when painted as part of painting the entire Unit)
Sill - maintenance and replacement	Unit owner (except when painted as part of painting the entire Unit)
Interior window surfaces including hardware	Unit owner

Doors

<u>Exterior</u> surface of outside doors	Unit owner (except when painted as part of painting the entire Unit)
<u>Interior</u> surface of outside doors	Unit owner
Storms/screen doors (outside and inside frame surfaces)	Unit owner (except for outside surfaces when painted as a part of painting the entire Unit)

<u>Garage Door</u>	Unit owner (except when painted as a part of painting the entire Unit) See Section 1, paragraph 6
--------------------	---

<u>Screens and Glass</u>	Routine screen replacement (casement windows, basement windows, front and patio/deck doors) for normal wear and tear is responsibility of Unit owner. Glass replacement for breakage (storm doors, front door, patio/deck doors, casement windows and non-opening windows) is a Unit owner responsibility, as noted above , that may be subject to partial coverage under the Association insurance policy. The Association or the Unit owner will arrange for the glass replacement and a
--------------------------	---

ISSUED JULY 15, 1996
REVISED MARCH 15, 1999

claim will be made with the Association property insurance provider. The insurance will normally pay for the glass replacement less a \$250 deductible. Payment of the \$250 deductible is the responsibility of the Unit owner (this may be covered by the Unit owner's homeowner insurance policy). (Also see INSURANCE)

Mailboxes

Maintenance and replacement of the mailbox and the wooden stand to which the mailbox is attached is an Association responsibility.

Outside Lights and Fixtures

Street post light

Association

Front entrance, garage and patio/deck

Unit owner

Water Faucets

Outside and inside garage

Unit owner

Door Bell

Unit owner

Fire Protection

Smoke Alarms

Unit owner

Rain Gutters

Association - On an annual basis, the Association will inspect rain gutters and clean them to ensure a free flow of water.

Lawn Watering Controls

See Rules and Regulations Section I, par. 8b

Fireplace Chimney Sweeping

Unit owner

Patios and Decks

Concrete patios and wood decks, as installed at initial Unit construction or at request of Unit owner, and with Association Board's permission, are Unit owner's responsibility, including maintenance and replacement.

Architectural Additions

Additions made to a Unit, with approval of the Board, are to be maintained solely by the Unit Owner. At the time of painting or reroofing of the entire Unit as contracted for by the Association, a prorated portion of the total Unit's cost for such services shall be assessed to the Unit owner. Such proration shall be intended to be the additional cost incurred by the Association for the maintenance of the architectural addition.



A Community Presence

TO BE ATTACHED AS AN AMENDMENT TO THE RULES & REGULATIONS

November 2011

TO: ALL LAKES OF VILLE DU PARC OWNERS

RE: SIGNS

Please be advised that the Board of Directors has adopted the following amendment/addition to the Rules and Regulations to become **EFFECTIVE ON JANUARY 1, 2012:**

No owner may erect, post or display posters, signs or advertising material on or in the Common Elements, absent the permission of the Board. Open House signs may be displayed without permission of the Board but may only be displayed during the hours of an open house. Open house signs may not be displayed/placed in front of Lakes of Ville Du Parc signs at the property entrances.

This Rule amendment/addition was the result of the recent survey which clearly indicated that the majority of the Association Members were in support of prohibiting signs on the property. **Please note that all signs must be removed from the common property by no later than January 1, 2012.**

Thank you.

Sincerely,

Hunt Management Incorporated, AAMC
Management Company for
Heritage Estates Condominium Association, Inc.

Terry R. Handel, CMCA, AMS, PCAM
Senior Property Manager

**THE LAKES OF VILLE DU PARC CONDOMINIUM
ASSOCIATION, INC.**

DISCLOSURE MATERIALS

SECTION I

STATUTORY RESERVE ACCOUNT STATEMENT



November 10, 2005

TO: All Lakes of Ville Du Parc Home Owners

RE: RECORDED STATUTORY RESERVE STATEMENT

Enclosed for your review and file is the recently recorded Statutory Reserve Statement.

Please attach the Statement to the back of your individual copy of the Association Governing Documents.

Call me if you have any questions

Thank you.

Sincerely,

**HUNT MANAGEMENT INCORPORATED
Management Company for
The Lakes of Ville Du Parc Condominium Association, Inc.**

A handwritten signature in black ink, appearing to read "T. Handel", written over the printed name.

**Terry R. Handel, CMCA
Senior Property Manager**

Enclosure

0830011

RONALD A. VOIGT
OZAUKEE COUNTY
REGISTER OF DEEDS
PORT WASHINGTON, WI
TXID: 24012

RECORDED ON
11/03/2005 10:12AM

REC FEE: 11.00
TRANS FEE: 0.00
PAGES: 1
EXEMPT #: 0

STATUTORY RESERVE ACCOUNT STATEMENT

Document Number

Re: The Lakes of Ville Du Parc Condo. Assn., Inc.

Condominium, being a condominium created under the Condominium Ownership Act of the STATE OF WISCONSIN by a "Declaration of Condominium for The Lakes of Ville Du Parc Condominium Association, Inc. Condominium", dated the 21st day of December, 1984 and recorded the 21st day of December, 1984 in the Office of the Register of Deeds for Ozaukee County, Wisconsin, in (Reel) (Vol.) 520 of Records, at (Images) (Pages) 593 through 631, as Document No. 366196 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 October 26, 2005. This determination is made by the (Declarant) (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:

The Lakes of Ville Du Parc Condominium Association, Inc. will use a Non-statutory Reserve Account and such means as are available to it by law.

Dated this 26th day of October

Barbara Kahn
* Barbara Kahn
Title: President, The Lakes of Ville Du Parc
Condominium Association, Inc.
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

Terry H. Handel, CMCA
Hunt Management Incorporated

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

Recording Area

Name and Return Address

The Lakes of Ville Du Parc Condominium
Association, Inc.
C/O Hunt Management Inc.
10520 N. Baehr Road, Suite Q \$11
Mequon, WI 53092

Parcel Identification Number (PIN)

2005

John Goodman
* John Goodman
Title: Secretary, The Lakes of Ville Du Parc
Condominium Association, Inc.
ACKNOWLEDGMENT

STATE OF WISCONSIN,)
Ozaukee) ss.
County.)

Personally came before me this 26th day of
October, 2005, the above named
Barbara Kahn and John Goodman

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

Elizabeth M. Lemms
* Elizabeth M. Lemms
Notary Public, State of Wisconsin
My Commission is permanent. (If not, state expiration date:
Expiration 6-28, 2009.)