

DISCLOSURE MATERIALS

FOR

CEDAR GABLES ASSOCIATION, INC.

Property Address:

932, 906 – 1027 Cedar Ridge Court

917 – 1029 W. Shaker Circle

9812 – 9814 N. Shaker Lane

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

CEDAR GABLES ASSOCIATION, INC.

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

CEDAR GABLES ASSOCIATION, INC.

DISCLOSURE MATERIALS

SECTION A

EXECUTIVE SUMMARY

Executive Summary

Cedar Gables Condominium

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

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

Contact Name:	Hunt Management, Inc - Attn: Kristine Depies
Phone:	(262) 238-1480
Email:	clientservices@huntmanagement.com
Mailing Address:	10520 N. Baehr Road, Suite Q, Mequon, WI 53092

5. **Can the condominium be expanded in the future?** No.
6. **Does the condominium have special amenities or features?** No.
7. **Maintenance and Repair of Units.** Each unit owner, at his or her own expense, is responsible for the maintenance, repair, and replacement of the unit which includes, but is not limited to: walls, floors, ceiling, doors, windows, glass surfaces, screens, plumbing, electrical, lighting, appliances, heating and air conditioning equipment, utility lines and other improvements and fixtures located therein. In addition, the unit owner is responsible for exterior maintenance of the unit, including the repairs and replacement of the siding and roof.
 - For specific information, see: Bylaws, Art. V, §§ 5.5 and 5.10.1; Rules & Regulations, §§ 13, 15.

8. Maintenance and Repair of Common Elements and Limited Common Elements.

Association Responsibilities: All maintenance, repairs and replacements to the common and limited common areas and facilities, such as lawn care and snow removal, shall be under the jurisdiction and control of the Board of Directors and shall be charged to the unit owners as either common expenses or individual expenses.

Unit Owner Responsibilities: In addition to the exterior maintenance of the building of the unit, the owner is responsible for any expense related to flower beds, bushes, shrubs, trees, etc., in the limited common elements appurtenant to the unit, as well as the maintenance of the fences and patio.

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

- For specific information, see: Bylaws, Art. V, §§ 5.4, 5.10.1 and 5.10.2; Rules & Regulations, § 12, 15.

9. **Alterations of Units and Limited Common Elements.** A unit owner is prohibited from making any alteration, installation, removal, reconstruction or repair to the exterior of his/her unit or any portion of the unit that is visible from the outside without the prior written consent of the Board of Directors. In addition, the owner requesting the changes shall inform the adjacent unit owners of the proposed plans.

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

- For specific information, see: Bylaws, Art. V, § 5.13; Rules & Regulations, §§ 13, 20.

10. **Parking.**

Availability: Each unit has a two-car garage and driveway.

Parking Restrictions: No trucks, buses or vehicles other than private passenger cars or similar private vehicles shall be parked on the Property for purposes other than in the normal course of construction or for services rendered to a unit, and no vehicle shall be parked overnight on a driveway unless it belongs to a guest of a unit owner. Overnight parking on the street is prohibited.

Guest Parking: Garage or driveway, space permitting, otherwise street parking.

- For additional rules and restrictions see: Bylaws, Art. V, § 5.1 l(h); Rules & Regulations, § 18.

11. Rental of Units: Owners are not permitted to rent their units.

- For specific information, see: Bylaws, Art VII, § 7.5.

12. Pets:

Number and Type of Pets Allowed Per Unit: Each unit may keep up to one (1) dog, two (2) cats or other small household pets.

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

- For specific information, see: Bylaws, Art. V, § 5.11(i).

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

Declaration: The Declaration may be amended by the affirmative vote of at least seventy-five percent (75%) of the unit owners or by the unanimous vote of the Board of Directors.

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

Rules & Regulations: Rules and Regulations may be adopted or amended by the Board of Directors.

- For specific information see: Declaration, § 11(a); Bylaws, Art. II, § 2.2(e) and Art. IX.

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

15. First Right to Purchase a Unit: The Association does not have a first right to purchase a unit (also known as a "right of first refusal").

16. Transfer Fee: The Association does not charge a transfer fee in connection with the transfer of ownership of a unit.

17. Disclosure Material Fee: The actual cost of furnishing the information or \$50.00, whichever is less pursuant to Sec. 703.33(2m)(a) Wis. Stat. The Disclosure Materials are also available on the Managing Agent's website, at no charge – www.huntmanagement.com

18. **Payoff Statement Fee:** The Association ~~does~~ not charge a fee for providing a payoff statement under § 703.335, of the Wisconsin Statutes. However, if more than one payoff statement is requested for a unit during any two-month period, the Association may charge up to \$25.00 for each additional payment statement, pursuant to § 703.335(4), of the Wisconsin Statutes.

19. **Reserves.** The Association maintains a reserve fund for replacement, or repair of common elements and other extraordinary expenditures. The Association does not maintain a Statutory Reserve Account.

20. **Reserve Balance.** The amount of the reserve balance is \$ 172,333.38. This amount is current as of 06/11/2024.

This Executive Summary was prepared or revised on June 11, 2024.

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CEDAR GABLE ASSOCIATION, INC.

DISCLOSURE MATERIALS

SECTION B

DECLARATION

RECORDED

CEDAR GABLES
DECLARATION OF CONDOMINIUM

NOV 29 8 15 AM '72

REGISTER OF DEEDS

KENRIK CORPORATION, a Wisconsin corporation (~~has been~~ ^{is} referred to as the "Declarant"), does hereby declare that the real estate described below is subject to the Wisconsin Unit Ownership Act. The said real estate and all the improvements now or subsequently placed thereon and the appurtenances thereto shall hereafter be known and described as Cedar Gables Condominium.

1. Description of Land. The land which is the subject of this declaration and upon which the buildings and improvements are and will be located is in Ozaukee County, Wisconsin, and more particularly described as:

That part of the South West 1/4 of Section 32, Township 9 North, Range 22 East, in the City of Mequon, bounded and described as follows: Commencing at the southwest corner of said 1/4 Section; thence North along the west line of said 1/4 Section 829.50 feet to a point; thence S. 89° 55' 08" E. on a line 541.50 feet to a point in the easterly line of Port Washington Road, said point being the point of beginning of the land to be described; thence continuing S. 89° 55' 08" E. on a line 698.10 feet to a point; thence N. 6° 30' 13" E. on a line 282.32 feet to a point; thence N. 86° 33' 14" W. on a line 143.00 feet to a point; thence N. 59° 00' W. on a line 53.69 feet to a point; thence S. 75° 30' W. on a line 80.61 feet to a point; thence N. 86° 33' 14" W. on a line 395.00 feet to an angle point in the easterly line of said Port Washington Road; thence S. 12° 11' 25" W. along the easterly line of said Port Washington Road 326.69 feet to the point of beginning.

2. Description of Buildings. Ten buildings are in process of construction or have been constructed upon the land with locations as shown on the plat of survey attached hereto as Exhibit A. Each building has a basement and one or two floors of living space. There are two condominium dwelling units (hereinafter called "units") in each building for a total of 20 units. The principal materials of which the buildings are and will be constructed are concrete block foundation and basement, wood frame, wood floors, brick and wood exterior and cedar shake roof. The bathrooms contain tile floors. Each unit in each building has a separate heating and air-conditioning system and a separate water softener.

3. Description of Units.

(a) The unit number of each unit and the approximate area, location, number of rooms and immediate common area to which it has access are shown on the set of floor plans of each building attached hereto as Exhibits B-1 through B-22 and on Exhibit A. A complete set of plans and specifications are on file at the office of Declarant

stated in paragraph 8 of this Declaration. The unit number is determined by the address.

(b) The boundaries of each unit shall consist of that part of the cubic area of each building (except the utility room located in unit 10B as shown on Exhibit B-22) which is enclosed as follows:

(i) The vertical or perimetrical boundaries of the unit shall be [a] exterior - the plane of the exterior of the outside walls (including doors and windows) of the building bounding a dwelling extended to an intersection with the upper and lower boundaries; and [b] interior wall - the center line of the wall separating the two dwellings in each building extended to an intersection with the upper and lower boundaries;

(ii) The upper and lower boundaries of a unit shall be [a] lower boundary - the plane of the under surface of the basement floor or garage floor, as applicable; and [b] upper boundary - the plane of the under surfaces of the roof.

(c) If any portion of the common or limited common areas or facilities shall encroach upon any unit, or if any unit shall encroach upon any other unit or upon any portion of the common or limited common areas or facilities as a result of the construction of the building, or as a result of settling or shifting of the building, a valid easement for the encroachment and for its maintenance shall exist so long as the building stands. In the event the building, the unit, any adjoining unit, or any adjoining common or limited common area or facility, shall be partially or totally destroyed as a result of fire or other casualty or as a result of condemnation or eminent domain proceedings, and then rebuilt, any resulting encroachment of a part of the common or limited common areas or facilities upon any unit or of any unit upon any other unit or upon any part of the common or limited common areas or facilities shall be permitted, and a valid easement for such encroachment and for its maintenance shall exist so long as the building stands.

4. Description of Common Areas and Facilities. The common areas and facilities shall include those matters described in section 703.02(6) of the Wisconsin Unit Ownership Act, including, but not limited to the following: land, road, walks, driveways, well and related equipment and the utility room (and exterior stairs thereto) located in the building of unit 10B but shall exclude all structural and other building components and equipment located within the cubic boundaries of each unit as described in paragraph 3(b) of this Declaration.

5. Description of Limited Common Areas and Facilities. The limited common areas and facilities assigned to each unit shall consist of land, including walls and driveways, immediately adjacent to each such unit as shown approximately on Exhibit A attached hereto, the roof and space above each unit and the land under each unit. Some driveways are assigned to two units (2A and 3B, 5A and 6B, 6A and 7B, 7A and 8B), in which cases there are rules for common usage set forth in the By-Laws and the most distant line of the driveway shall form a part of one of the boundary lines of the limited common area on the applicable side of each such unit. To facilitate locating on the ground the various land division lines shown on Exhibit A attached hereto, an iron pipe has been or will be

driven into the ground at each end and each angle of each line. These pipes shall not be removed or disturbed by any person (except for periodic replacement in the same location by the Association of Unit Owners) without compliance with the provisions of the Wisconsin Unit Ownership Act relating to a change or alteration in the percentage of ownership in the limited common areas. The limited common area easterly lines for units 5A, 5B, 6A and 6B shall be the bluff line of the ravine as shown as Exhibit A attached hereto. The limited common areas and facilities assigned to unit 10B shall be subject to the common areas for the condominium relating to the utility room within the building and the well and underground storage tank located adjacent to the building.

6. Unit Value for Common Area Ownership and Voting. The percentage of undivided interest in the common areas and facilities (including limited common areas) appertaining to each unit and its owner and the percentage of votes to be given to each unit owner shall be 5%. Declarant recognizes that the buildings located upon the property are each somewhat different in various respects and that there are other variances in units which relate to value; however, after careful consideration of the factors relevant to maintenance, replacement and value, Declarant believes that the foregoing formula of equality is fair and equitable as well as the most efficient for purposes of administration.

7. Use and Occupancy.

(a) All units shall be restricted to residential use.

(b) The condominium has been designed for residential use and occupancy primarily by adult persons. In order to maintain the integrity of this concept for the benefit of unit owners desiring to live in such a community, no unit may be sold, conveyed or leased for more than 90 days to a person with legal custody of one or more children under the age of 18 years, when and if the number of children living in all units in the condominium who attend public schools in the City of Mequon exceeds one child for each two units. The provisions of this paragraph shall be enforceable by a suit for injunctive relief or other appropriate legal action by the Association of Unit Owners or by the City of Mequon. The By-Laws shall provide procedures to implement and enforce this paragraph including the right for the Board of Directors to refuse to issue a statement of unpaid assessments pursuant to the provisions of section 703.24 of the Wisconsin Unit Ownership Act unless the seller or lessor of a unit previously complied with such procedures.

8. Service of Process. Service of process shall be made upon Declarant at 708 West McIntosh Lane, City of Mequon, Ozaukee County, Wisconsin, as to matters provided in the Wisconsin Unit Ownership Act until all units have been sold, conveyed and paid for, at which time the Association of Unit Owners may designate a successor by a vote of the simple majority of a quorum present at any meeting of the Association.

9. Damage or Destruction. In the event 80% or more of the number of units of the property are destroyed or substantially damaged, action by the Association of Unit Owners by vote of 75% or more of the common interests taken within 90 days after such damage or destruction shall be necessary to determine to rebuild, repair or restore the property as more fully described in section 3, Article V of the By-Laws. Damage or destruction to a lesser extent shall be repaired and restored pursuant to arrangement by the Board of Directors of the Association of Unit Owners as provided in said section of the By-Laws.

10. Further Matters.

(a) All present and future owners, tenants and occupants of such owners, employees of owners and tenants, or any other persons that in any manner use or come upon the property or any part thereof shall be subject to, and shall comply with the provisions of this Declaration, the By-Laws and rules and regulations adopted pursuant thereto, as these instruments may be amended from time to time. The acceptance of a deed or conveyance, or the entering into of a lease, or the entering into occupancy of any unit shall constitute an acceptance of the provisions of such instruments, as they may be amended from time to time, by such owner, tenant or occupant. The provisions contained in such instruments shall be covenants running with the land and shall bind any person having at any time any interest or estate in such unit, as though such provisions were recited and fully stipulated in each deed, conveyance or lease thereof. The enforcement thereof may be by such judicial proceedings as the Board of Directors of the Association may deem appropriate as well as by the provisions of the Wisconsin Unit Ownership Act.

(b) Declarant hereby reserves for the Association of Unit Owners acting by and in the discretion of its Board of Directors, the right to grant to the City of Mequon, Wisconsin, or public or semi-public utility companies, easements and rights-of-way for the erection, construction and maintenance of all poles, wires, pipes and conduits for the transmission of electricity, telephone and for other purposes, for sewers, storm water drains, gas mains, water pipes and mains, and similar service, and for performing any public or quasi-public utility function that the Board of Directors may deem fit and proper for the improvement and benefit of the Property. Such easements and rights-of-way shall be confined, so far as possible, in underground pipes or other conduits, and in an area within 10 feet of all limited common area lines, with the necessary rights of ingress and egress therefrom and with the rights to do whatever may be necessary to carry out the purposes for which this easement is created.

(c) Declarant hereby reserves for itself and successor owners of the real property described in paragraph 11(b) of this Declaration the following easements:

(i) Ingress and egress in an unlimited manner over the roadway shown on Exhibit A attached hereto commencing at Port Washington Road and running northerly to the north boundary of the land; and

(ii) The right to withdraw water from the well and storage tank located adjacent to unit 10B through pipes located approximately as shown on Exhibit A attached hereto and to enter upon common areas and limited common areas in the condominium for the purpose of repairing said pipes (providing the surface shall be restored thereafter) and for maintaining and repairing the well and related equipment in the event that the condominium fails to do so.

The condominium shall maintain and repair said roadway and said well and related equipment so that they shall remain at all times in good operating condition and shall pay when due the cost of electricity for operation of the well and related equipment; however, at such time as 10 or more living units located on said real property described in paragraph 11(b) have been occupied, the owner or owners of such living units as have not been included in this condominium by an amendment to this Declaration shall contribute maintenance and repair costs for said roadway and said well and related equipment in the proportion that the number of said living units bears to the total of said number of units plus the number of units in this condominium.

(d) As to the holder of any mortgage of a unit which has notified the Association of Unit Owners in writing delivered or mailed by certified mail to the place for service of process stated in paragraph 8 of this Declaration:

(i) The Association of Unit Owners shall give written notice by mail of the call of any meeting of the membership to be held for the purpose of considering any proposed amendment to this Declaration, or by the By-Laws of the Association and a copy of the notice of default which is given to any unit owner on any failure to comply with or violation of any of the provisions of this condominium simultaneously with the giving of required notice to any unit owner. X

(ii) Unless all holders of first mortgage liens on individual units have given their prior written approval, the Association of Unit Owners shall not: [a] change the pro rata interest or obligation of any unit for purposes of levying assessments and charges and determining the shares of the common elements and proceeds of the project; [b] partition or subdivide any unit or the common elements of the project; or [c] by act or omission seek to abandon the condominium status of the project except as provided in paragraph 9 of this Declaration in case of substantial loss to the units and common elements of the condominium project.

11. Amendment of Declaration.

(a) This Declaration may be amended by the vote of at least 75% in number and in common interest of all unit owners cast in person or by proxy by unit owners at a meeting duly held in accordance with the provisions of the By-Laws or by the unanimous vote of the Board of Directors of the Association of Unit Owners at a meeting duly held in accordance with the provisions of the By-Laws; provided, however, that the provisions of section 703.06(2) of the Wisconsin Unit Ownership Act shall apply on any vote to change or alter the percentage of ownership in the common or limited common

areas or facilities and further provided paragraph 7(b) of this Declaration shall not be amended without the approval of the City of Mequon. Copies of any such amendments shall be certified by the President and Secretary of the Association.

(b) Declarant owns approximately 9.5 acres of vacant land located to the north of the condominium described as follows:

That part of the South West 1/4 of Section 32, Township 9 North, Range 22 East, in the City of Mequon, Ozaukee County, Wisconsin, bounded and described as follows: Commencing at the southwest corner of said 1/4 Section; thence North along the west line of said 1/4 Section 829.50 feet to a point; thence S. 89° 55' 08" E. on a line 1239.60 feet to the point of beginning of the land to be described thence continuing S. 89° 55' 08" E. on a line 100.00 feet to the southwest corner of Maplefield Estates, a recorded subdivision; thence N. 2° 00' E. along the westerly line of said Maplefield Estates 150.10 feet to a point; thence N. 3° 00' E. along the westerly line of said Maplefield Estates 300.41 feet to a point; thence N. 13° 46' W. along the westerly line of said Maplefield Estates 182.00 feet to a point; thence N. 4° 41' 23" W. along the westerly line of said Maplefield Estates 204.69 feet to the northwest corner of said Maplefield Estates; thence S. 89° 58' 03" W. on a line 707.38 feet to a point in the easterly line of said Port Washington Road; thence S. 1° 56' 52" E. along the easterly line of said Port Washington Road 510.23 feet to an angle point; thence S. 86° 33' 14" E. on a line 395.00 feet to a point; thence N. 75° 30' E. on a line 80.61 feet to a point; thence S. 59° 00' E. on a line 53.69 feet to a point; thence S. 86° 33' 14" E. on a line 143.00 feet to a point; thence S. 6° 30' 13" W. on a line 282.32 feet to the point of beginning.

Declarant presently intends that said land will be developed in one or more stages with a total of not in excess of 72 living units with boundaries and general design substantially similar to the units presently included in this Declaration (except that there may be from one to four living units in some buildings).

Without making any representation hereby that Declarant or any other party can or will undertake such development, Declarant reserves the absolute and unqualified right for Declarant and its successors and assigns on behalf of each unit owner of the condominium to amend this Declaration at any time and from time to time within five years from date hereof to add any part or all of said land and the living units constructed or under construction thereon to this condominium. In the event of any such addition, the percentage of interest for common area ownership, voting and other matters described in the Wisconsin Unit Ownership Act for each of the units hereby created and the new units shall be equal based upon the total number of units (e.g. 50 units at 2% each or 60 units at 1.67% each). Declarant may assign in whole or in part, absolutely or for purposes of security, by a written assignment for that purpose, all such powers of amendment. Each unit owner, by acceptance of a condominium deed to a unit shall thereby appoint Declarant and

its successors and assigns as its attorney-in-fact with an irrevocable power coupled with an interest to execute and deliver amendments in accordance with the foregoing provisions.

(c) Removal of the property from the provisions of this Declaration and the Wisconsin Unit Ownership Act shall require the unanimous written consent of all of the unit owners notwithstanding any subsequent change to the requirements for unanimity for such action now contained in section 703.16(1) of the Wisconsin Unit Ownership Act.

IN WITNESS WHEREOF, this document has been executed this 28th day of November, 1972.

KENRIK CORPORATION

BY

Kenneth H. Read, Jr., President

Attest:

.....

Richard P. Read, Secretary

State of Wisconsin)
 : SS
Milwaukee County)

On this the 28th day of November, 1972, before me, Allen N. Rieselbach, the undersigned officer, personally appeared Kenneth H. Read, Jr. and Richard R. Read, who acknowledged themselves to be the President and Secretary, respectively, of KENRIK CORPORATION, a Wisconsin corporation, and that they as such President and Secretary, respectively, being authorized so to do, executed the foregoing instrument by signing the name of said corporation in the capacity therein stated by themselves as President and Secretary, respectively, and for the purposes therein contained.

.....

Notary Public, State of Wisconsin
My commission is permanent.

The undersigned mortgagees consent to the above Declaration of
Condominium.

MIDLAND NATIONAL BANK

BY.....

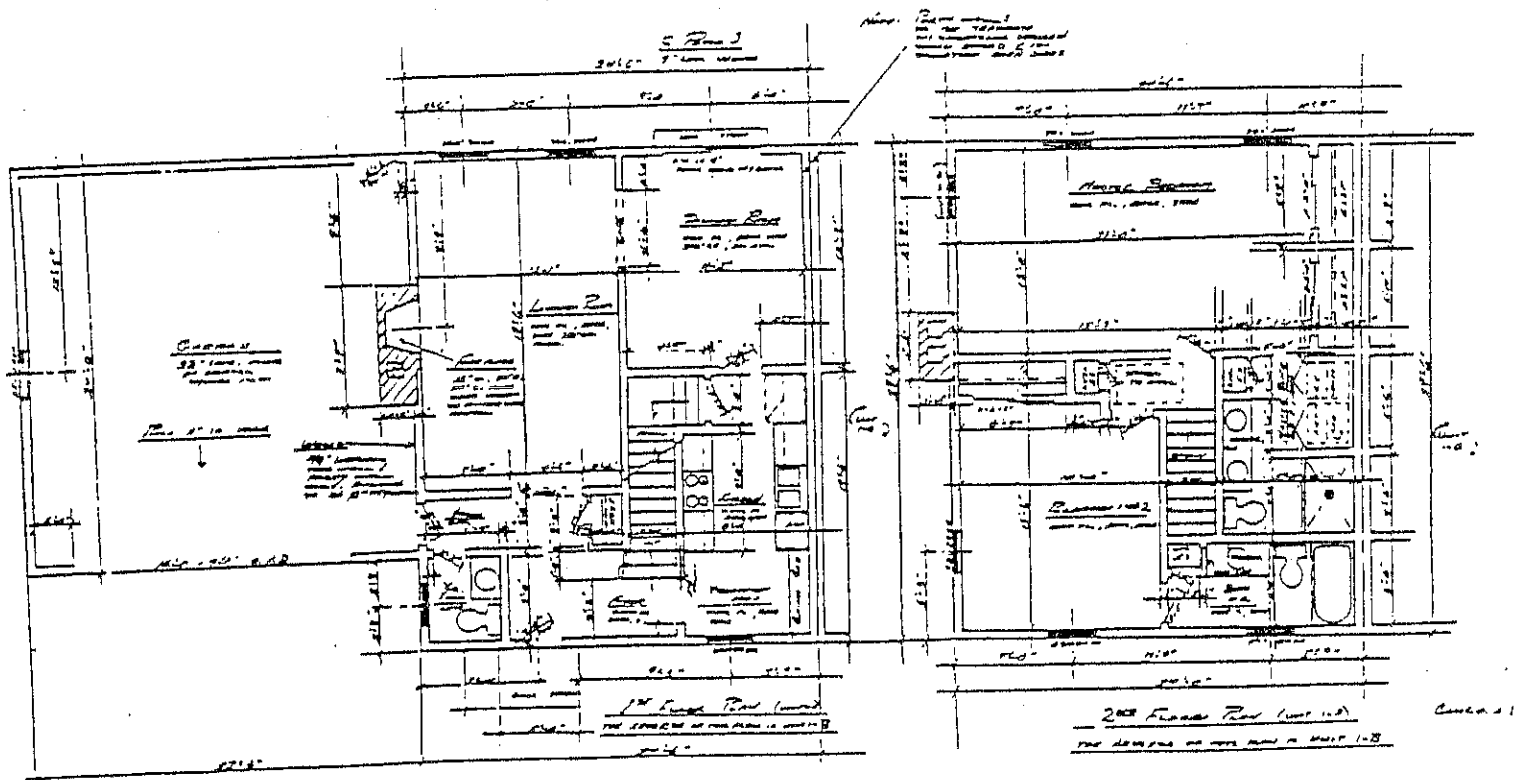
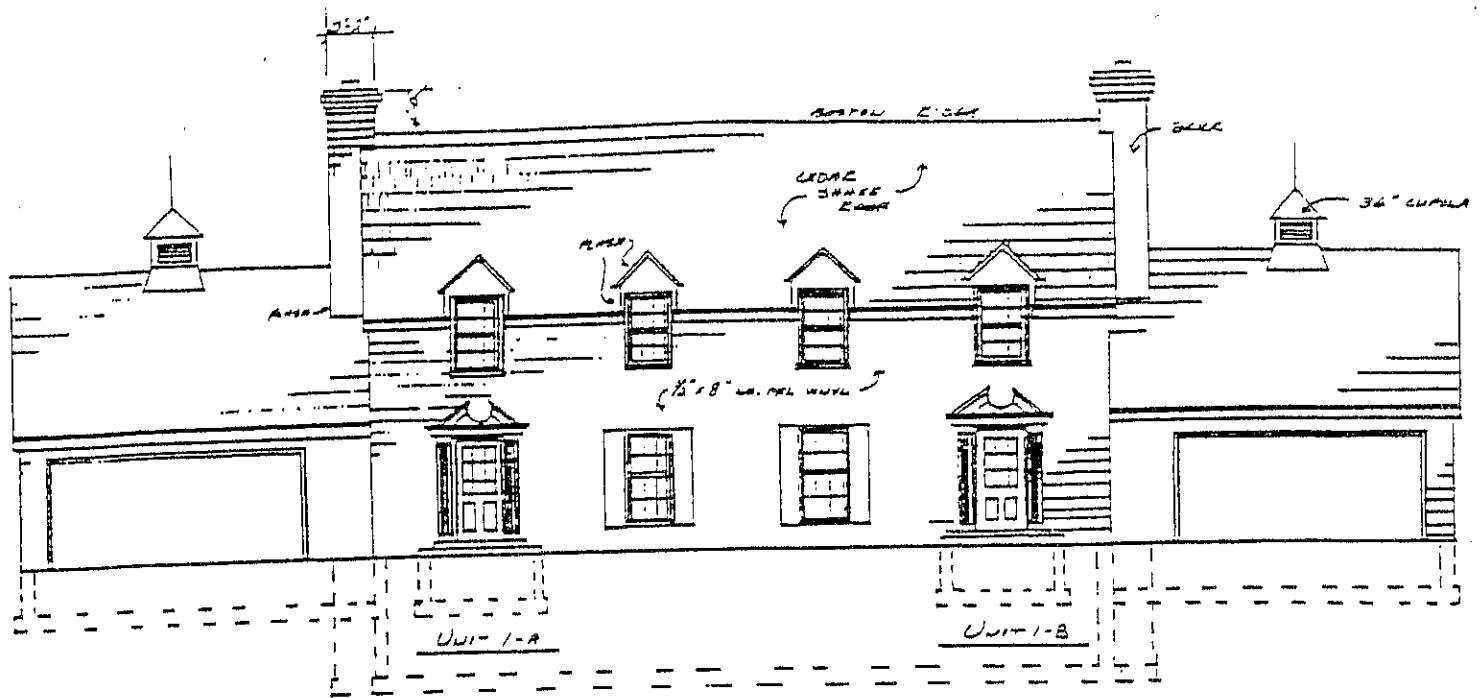
Harold Barian
Harold Barian, Senior Vice President

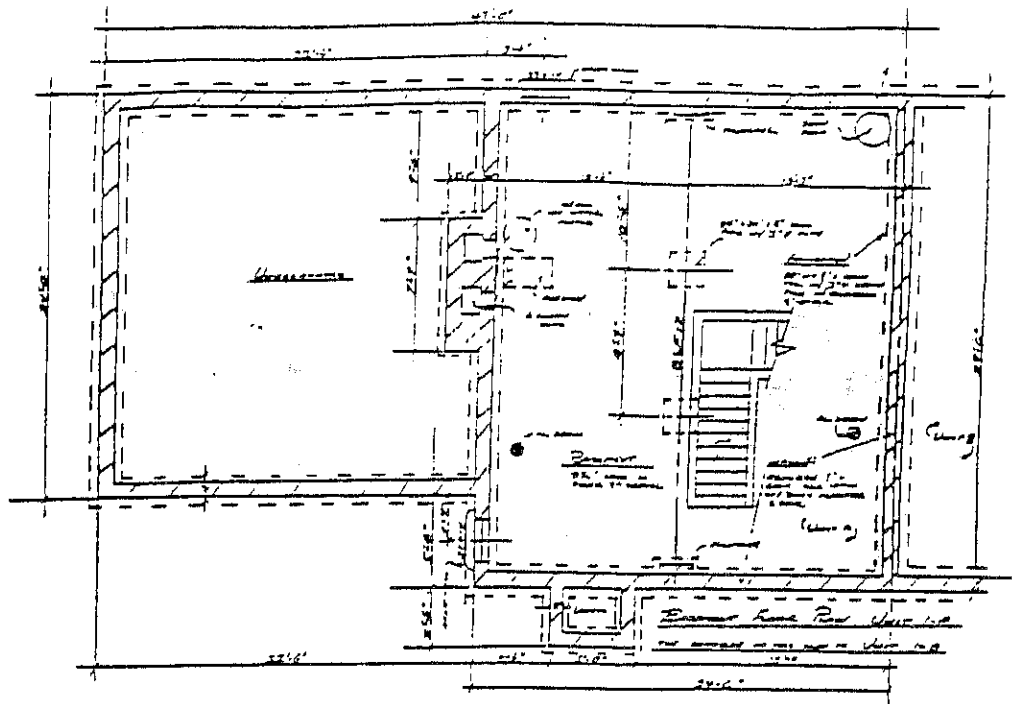
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ASSOCIATION

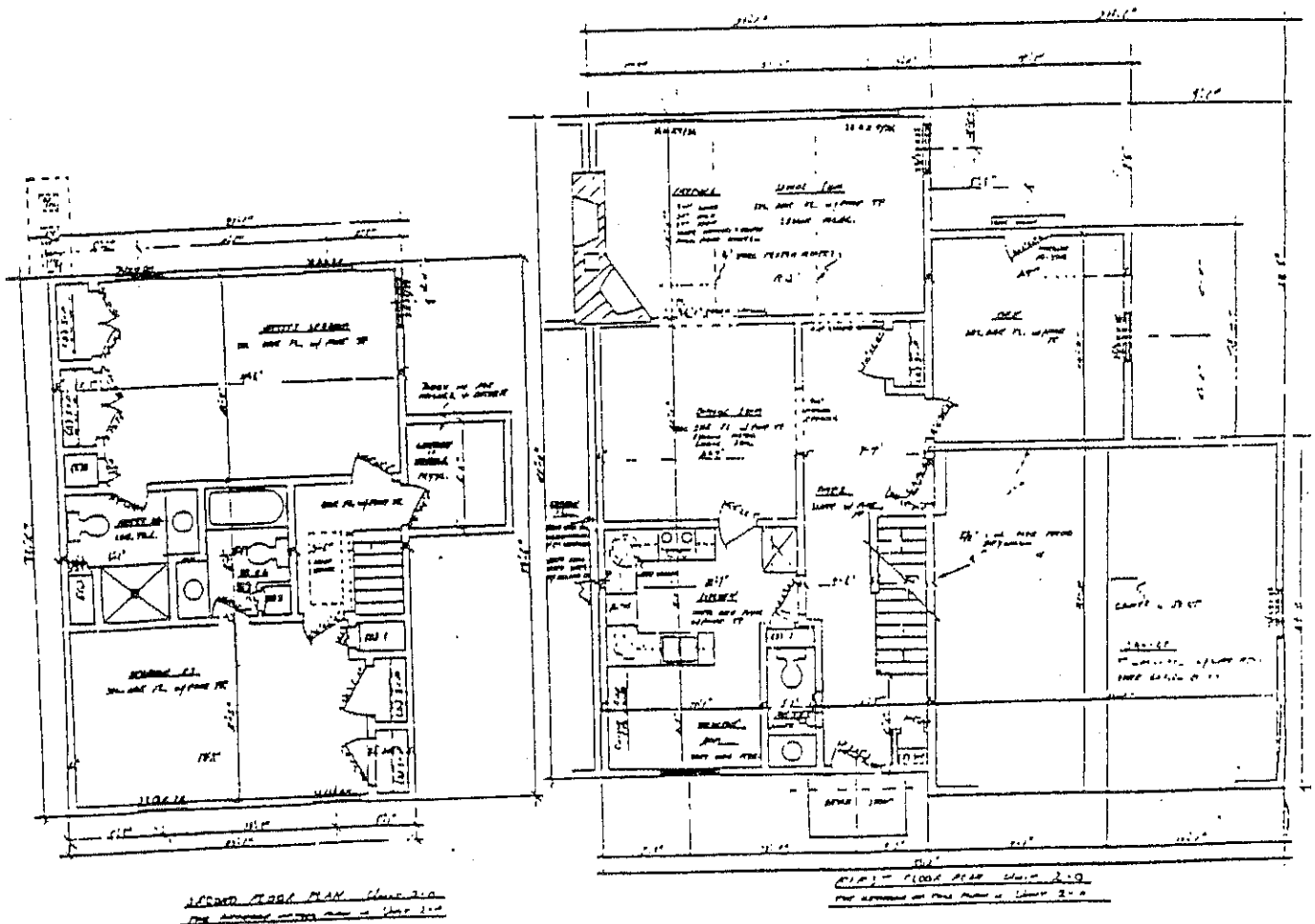
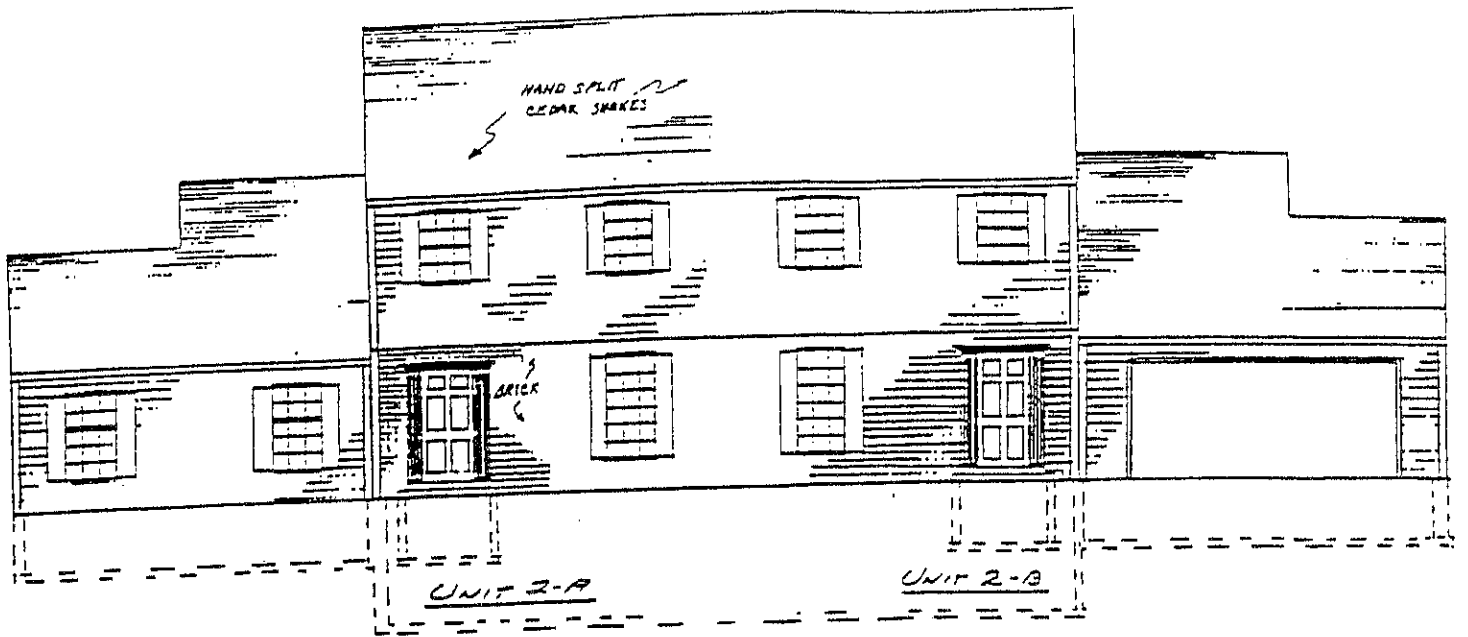
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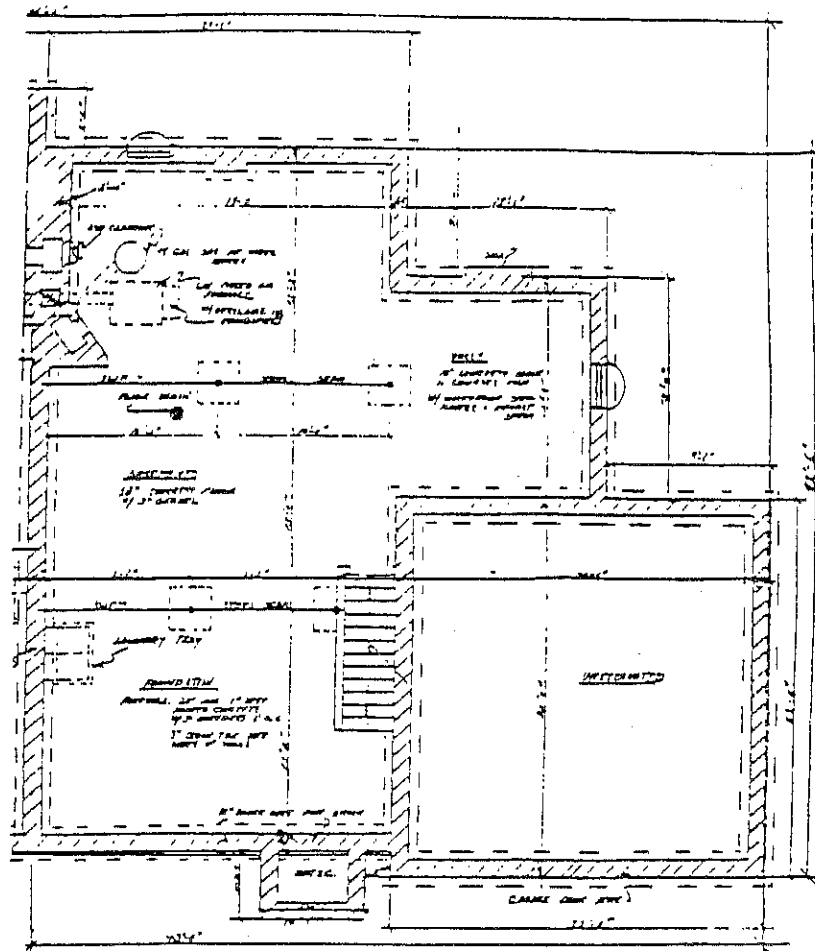
Russell D. Rieselbach
Secretary

This instrument drafted by Allen N. Rieselbach.

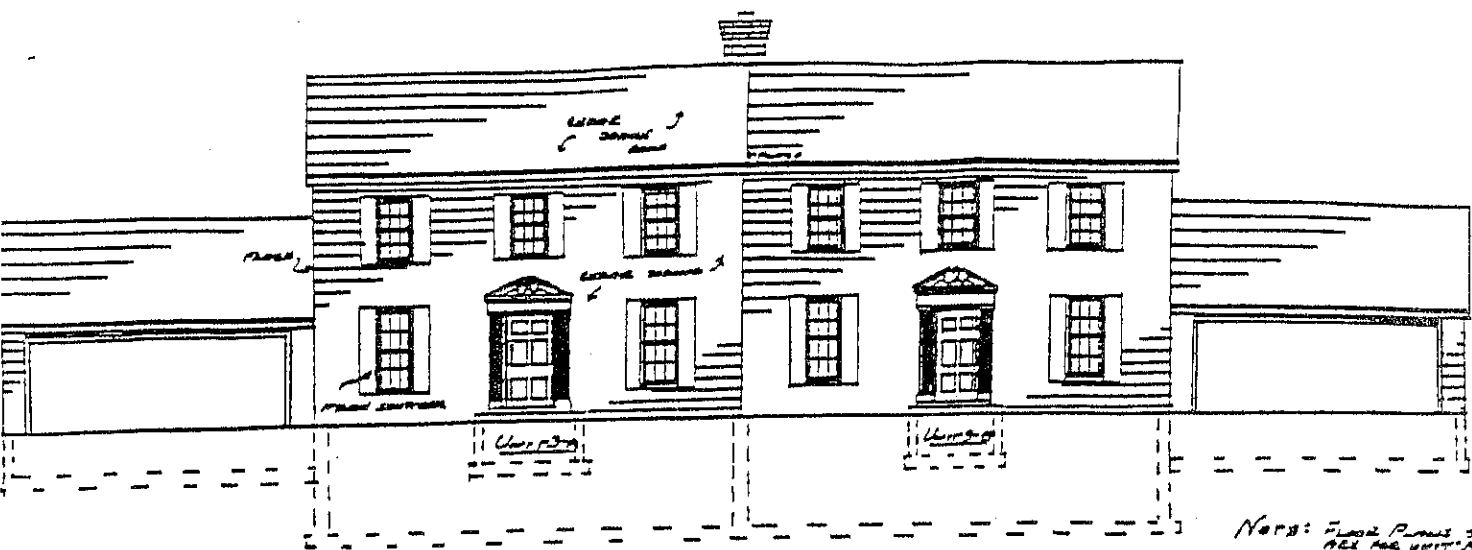




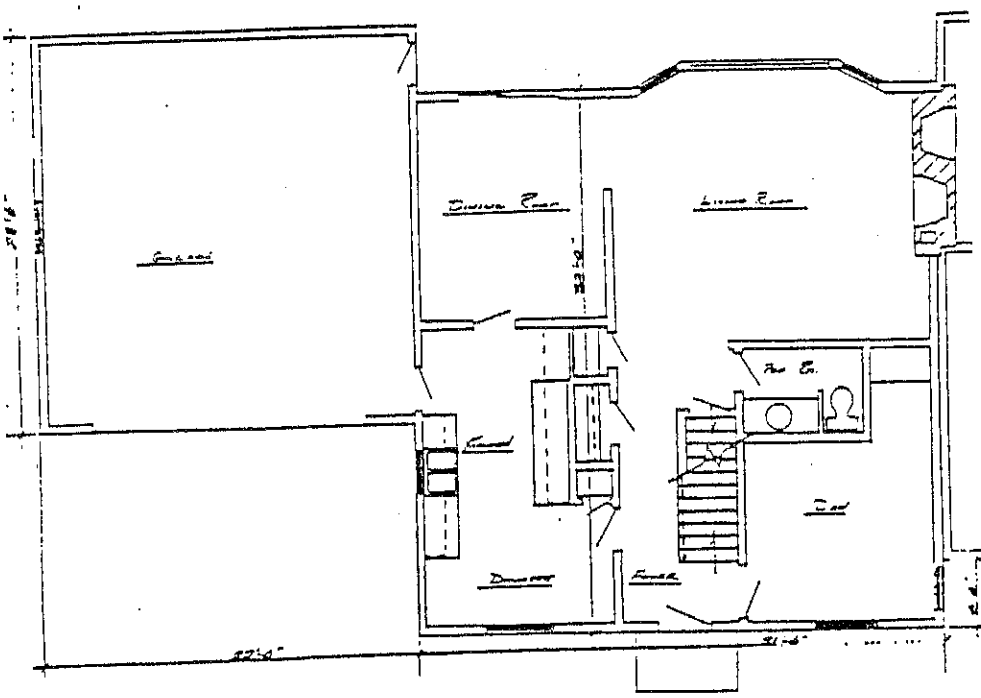




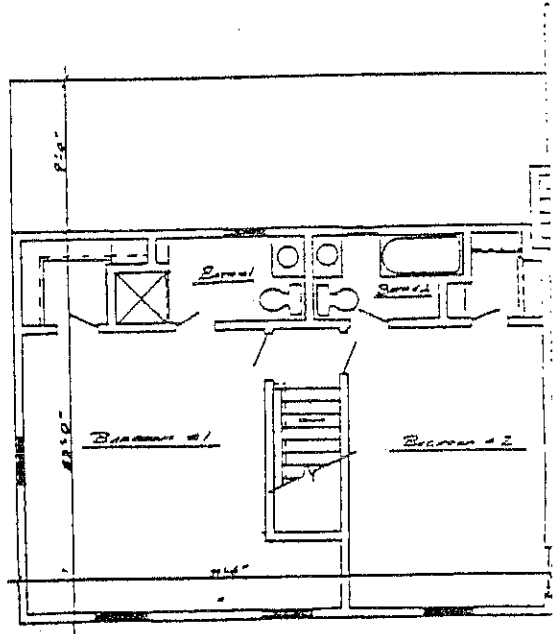
Basecamp Road Unit 2-B
The Express on the Road is Unit 2-A



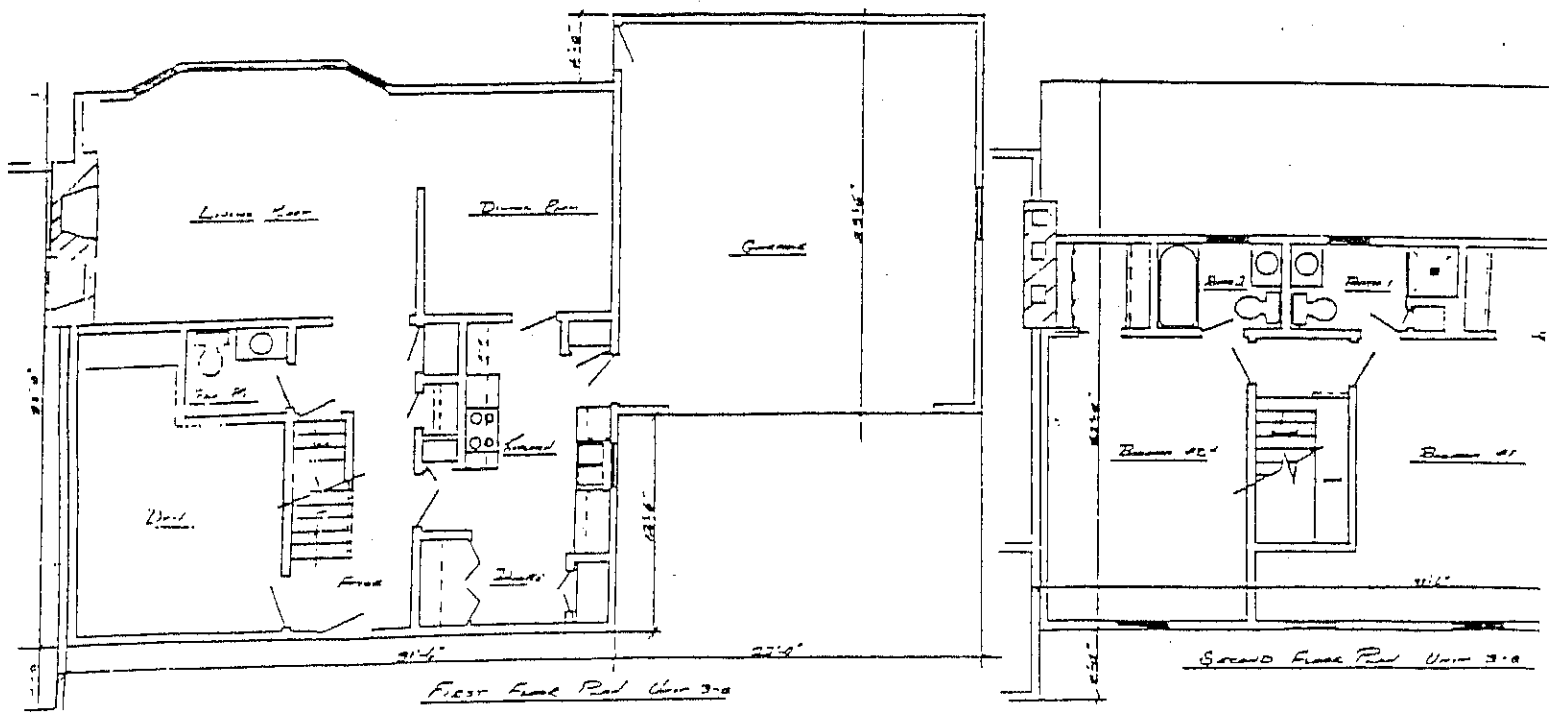
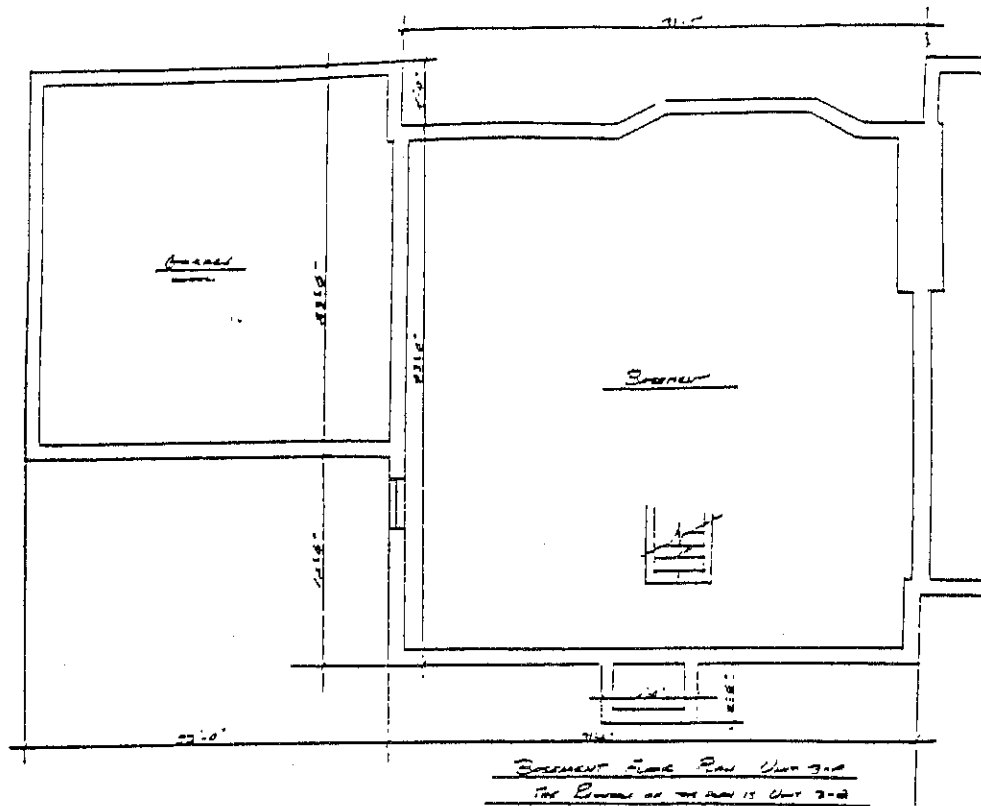
NOTE: FLOOR PLANS SHOWN ON
 ALL ARE UNIT "A" UNIT
 PLANS ARE NOT SHOWN ON
 UNIT "B"

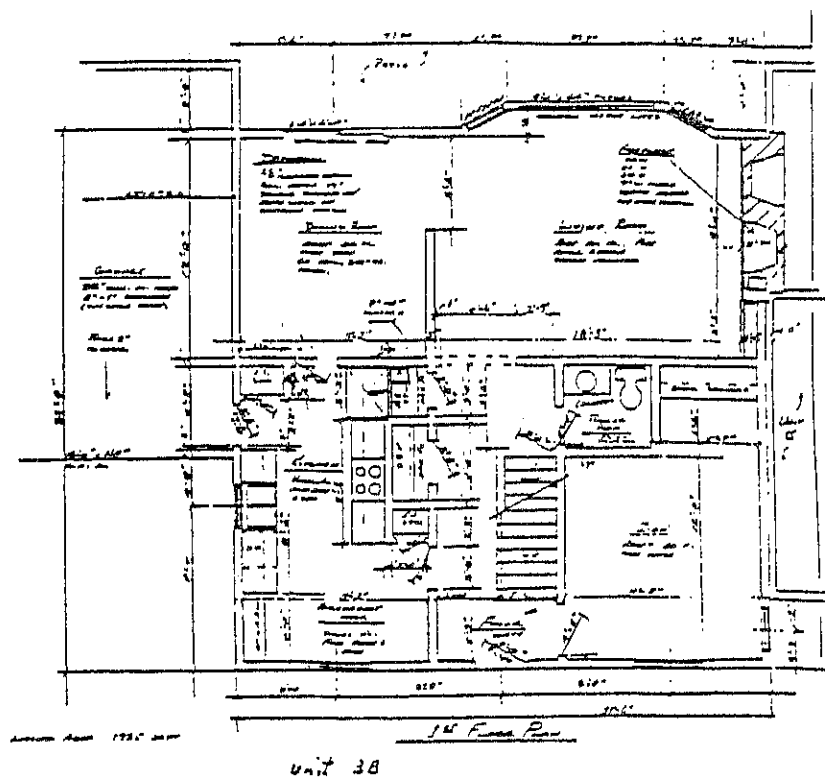
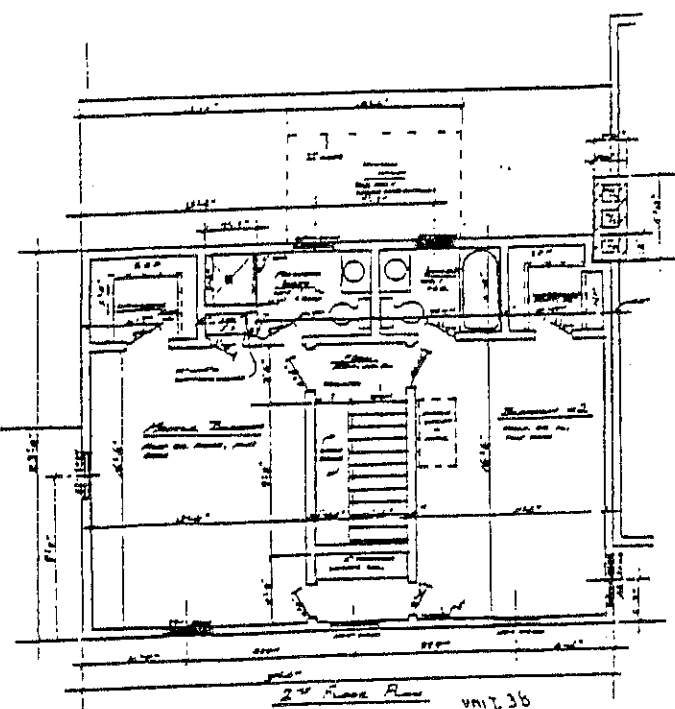


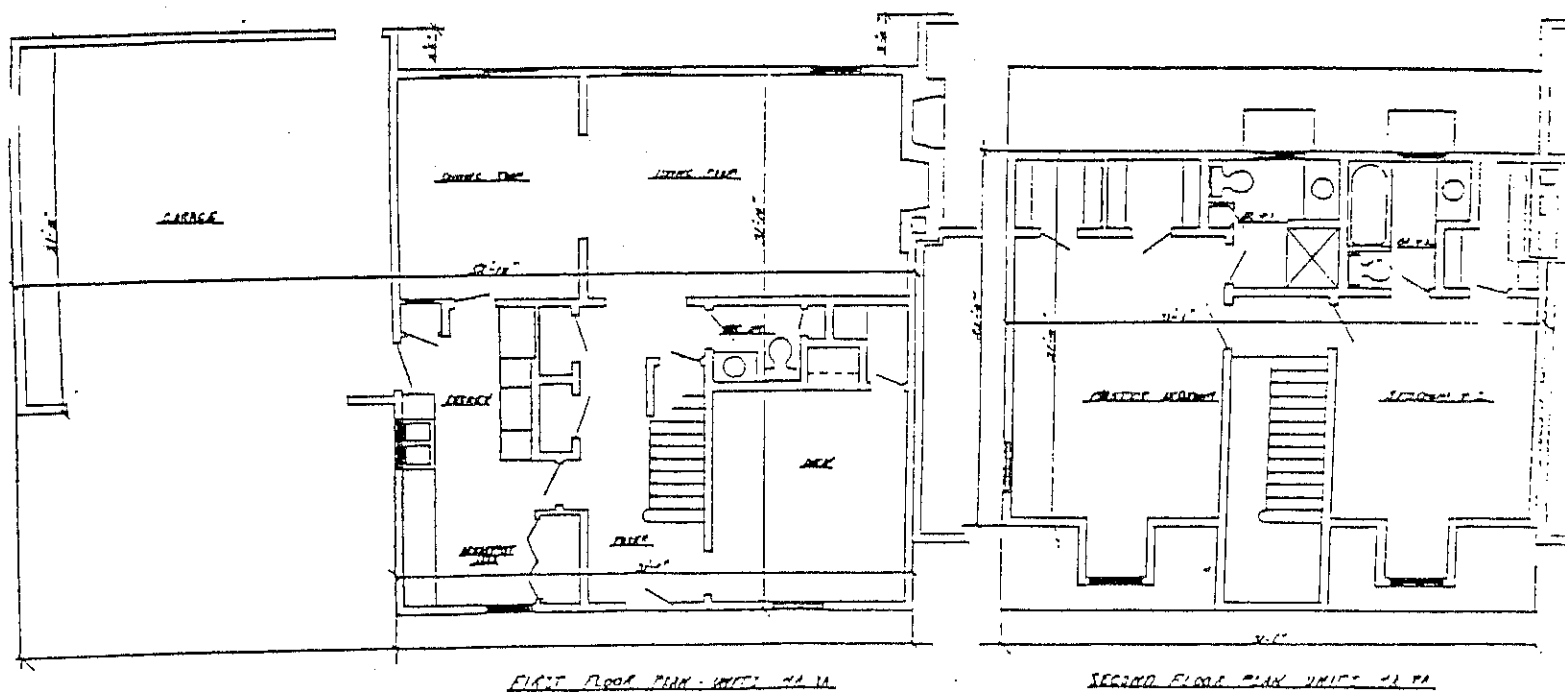
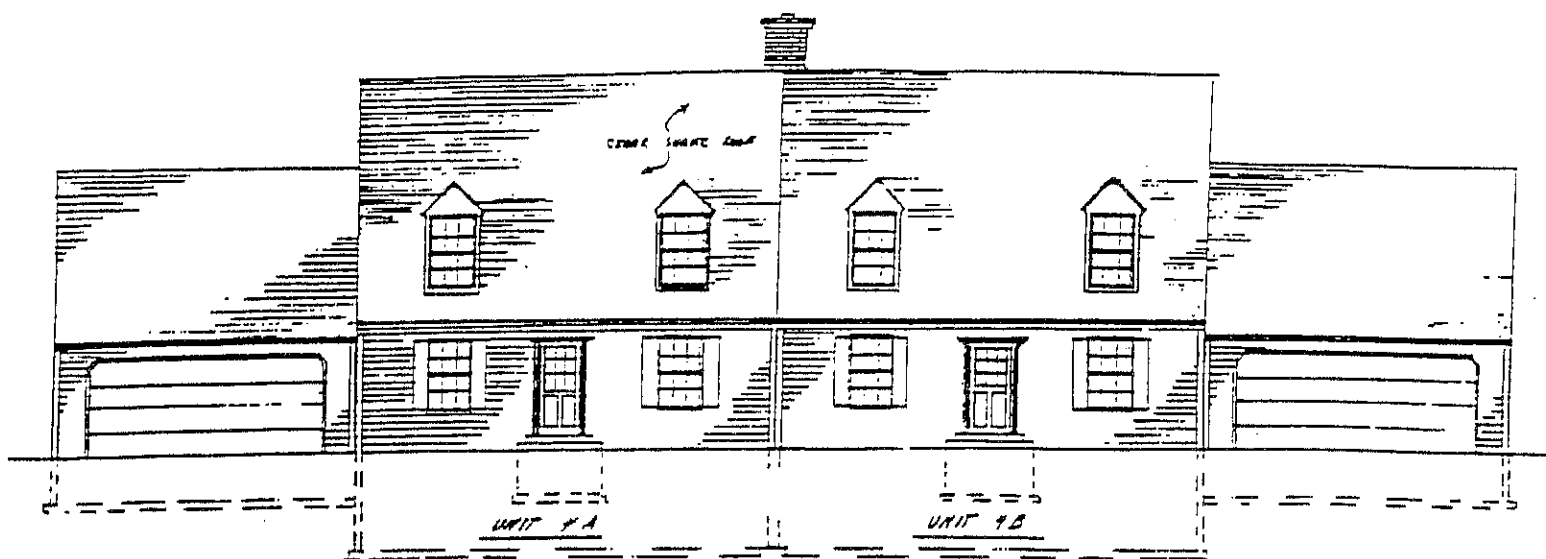
First Floor Plan Unit 300

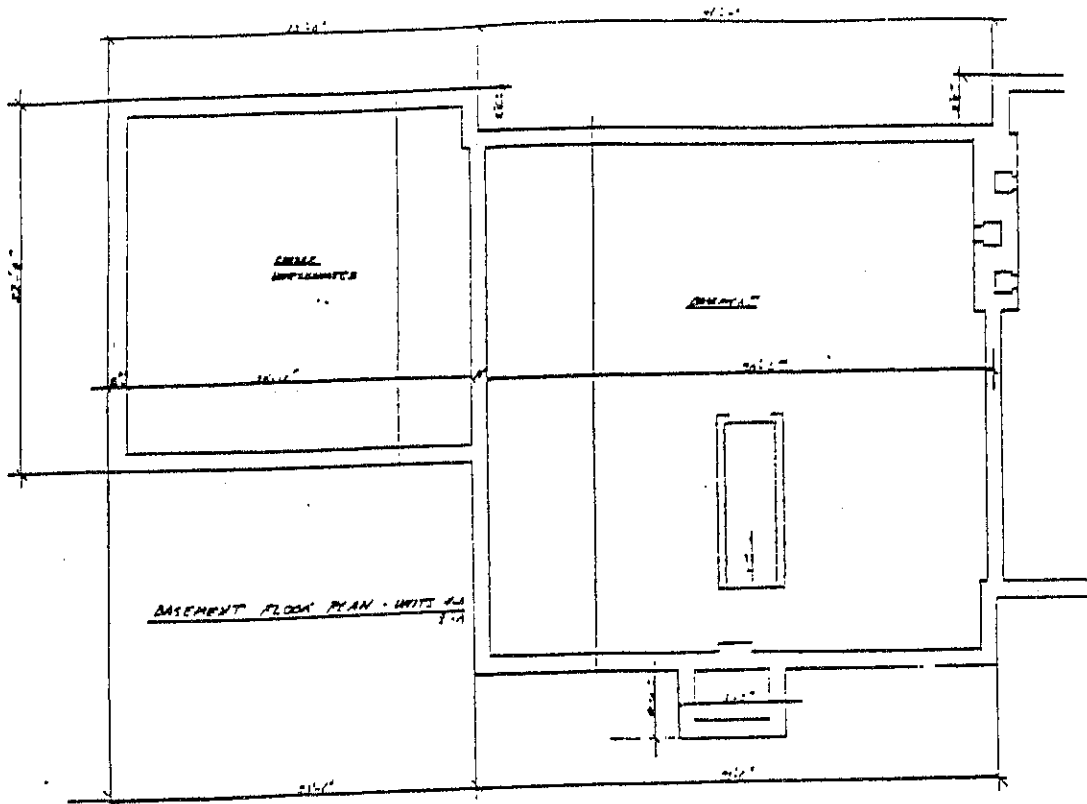


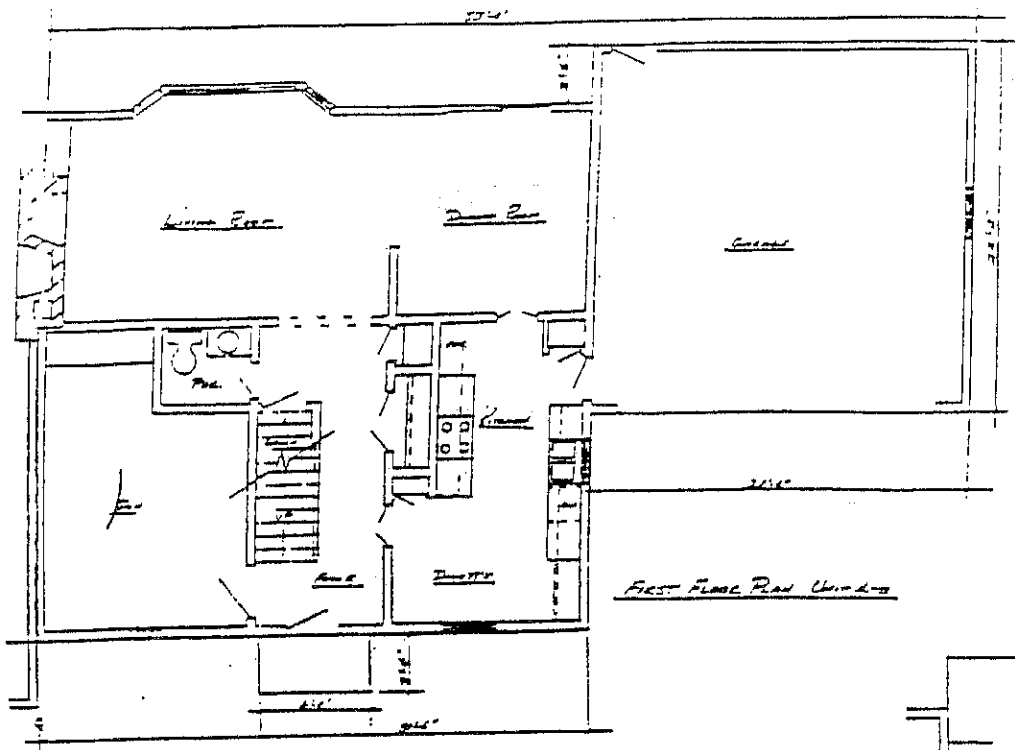
Second Floor Plan Unit 300



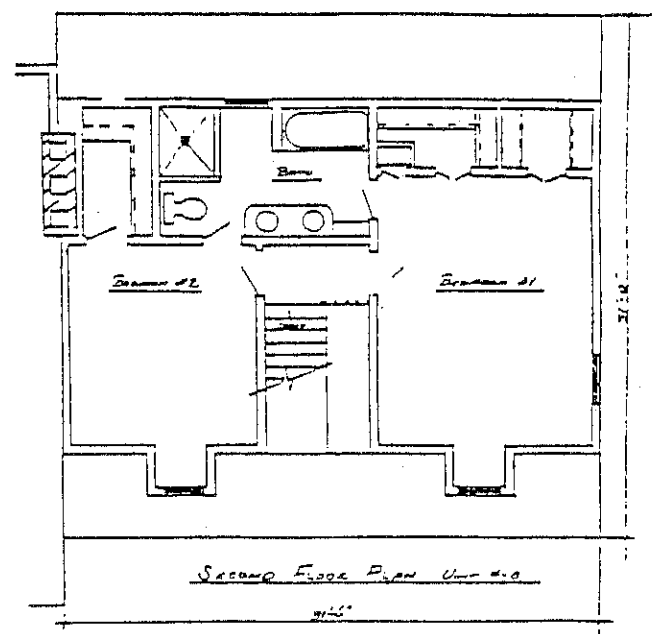




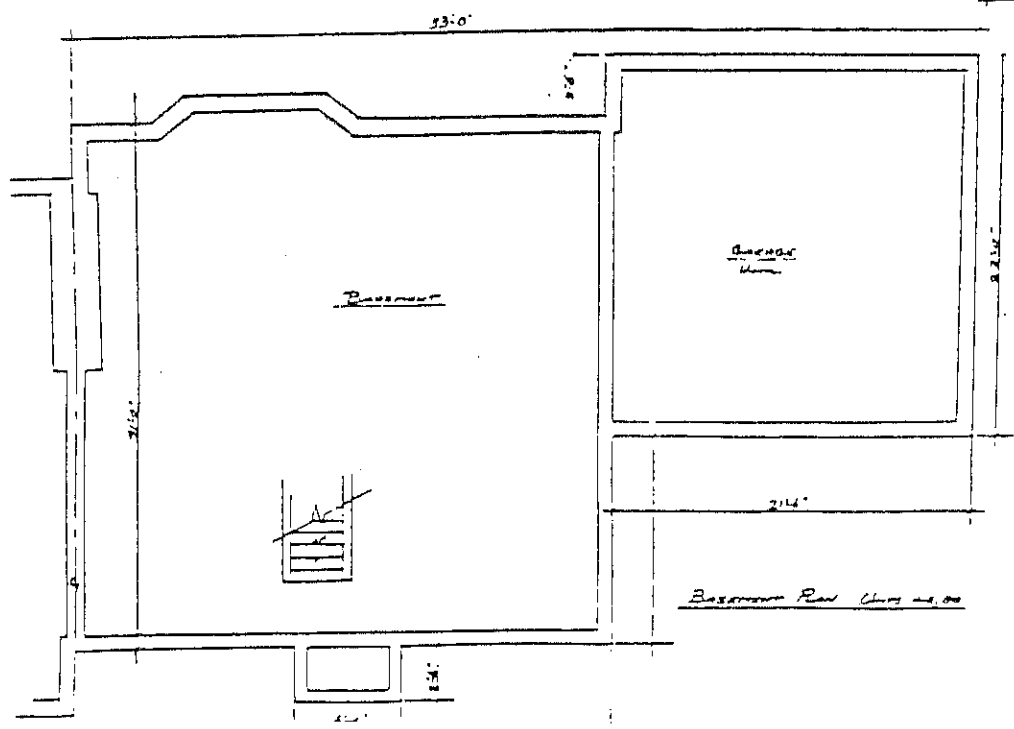




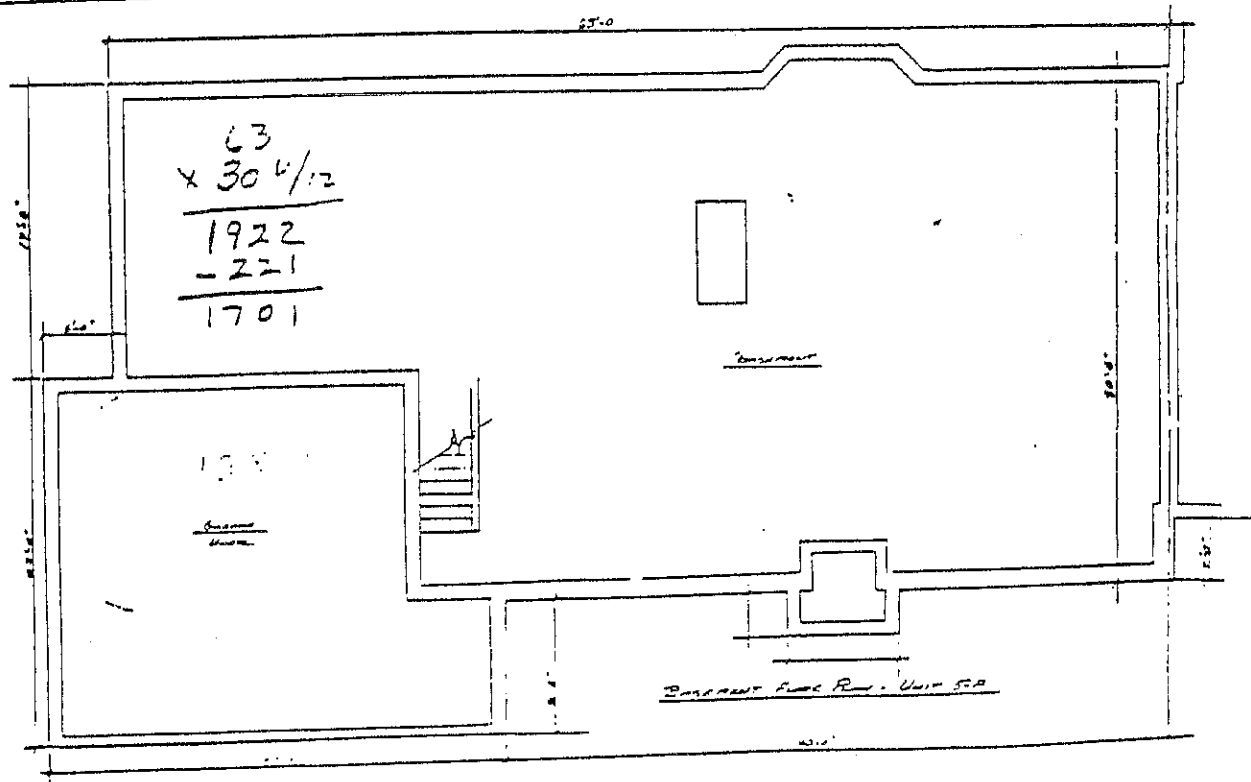
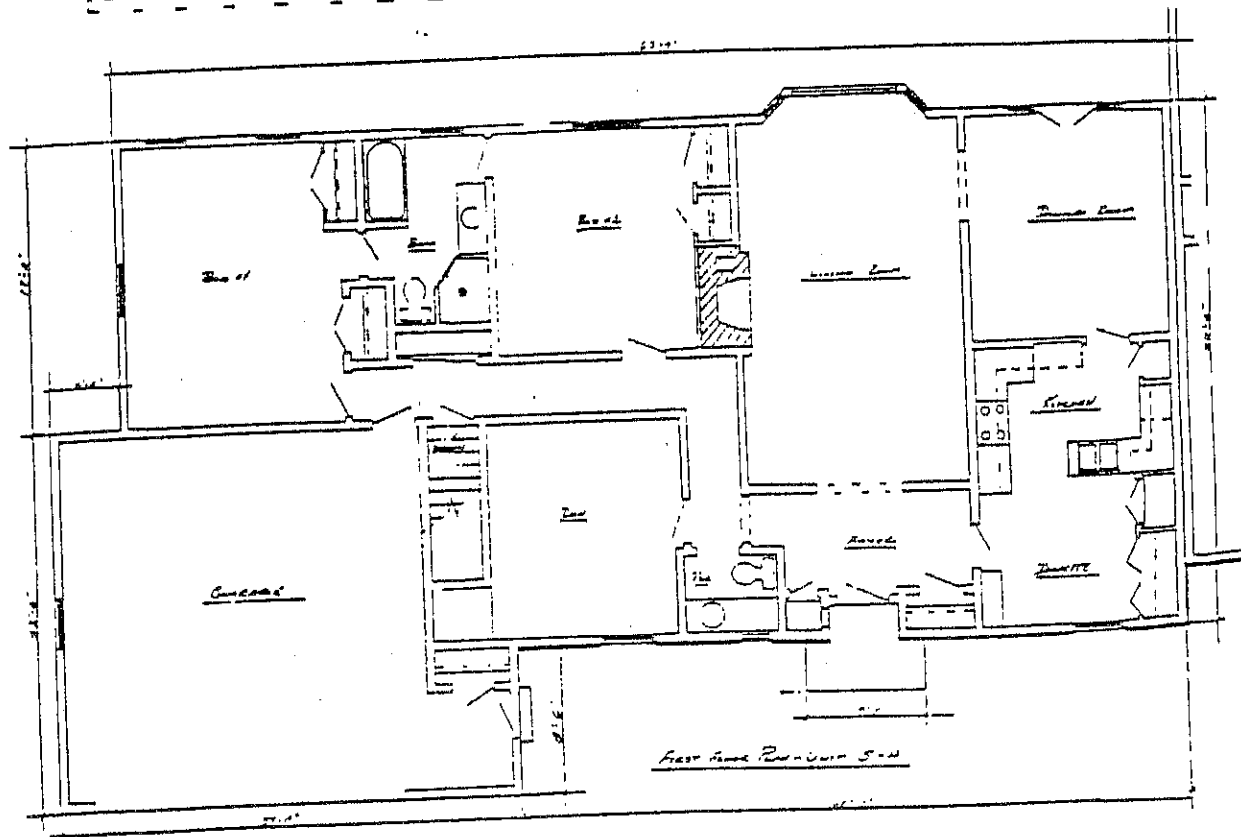
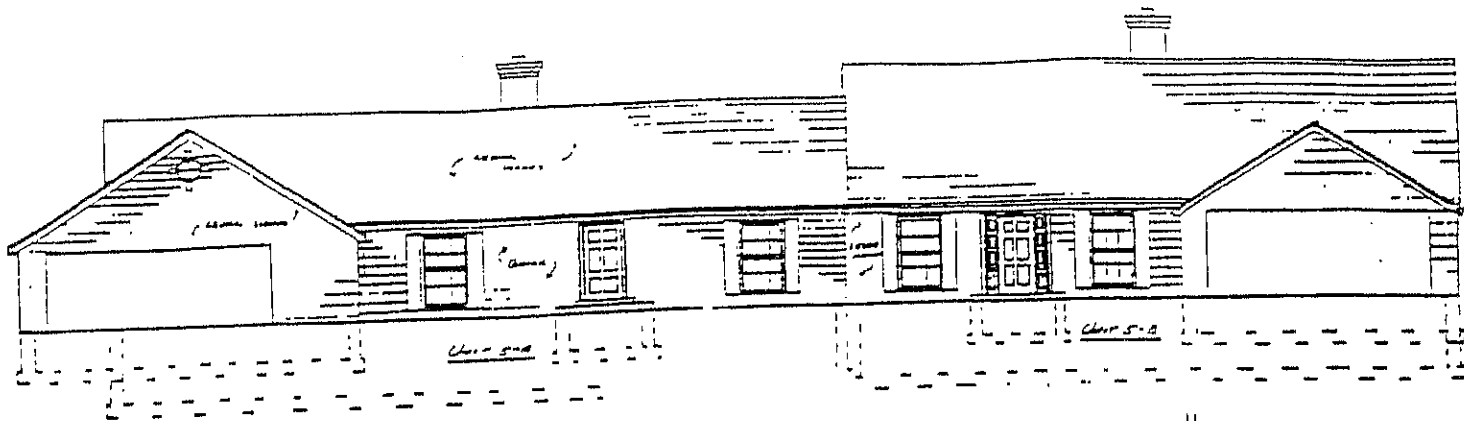
First Floor Plan Unit 100

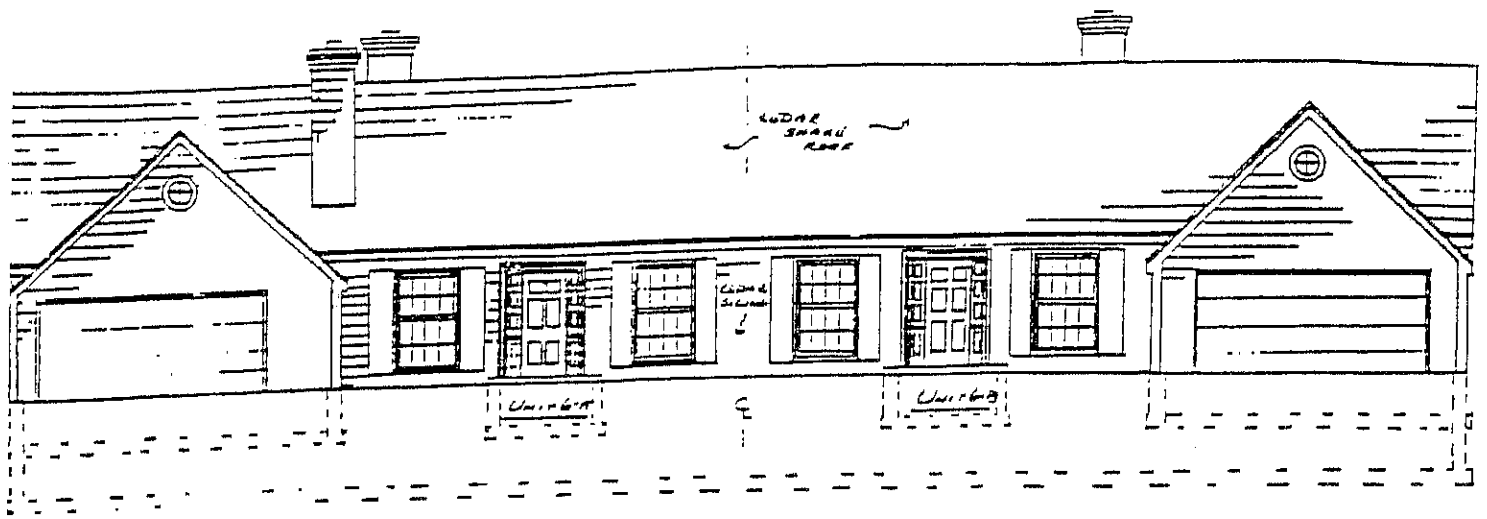


Second Floor Plan Unit 100

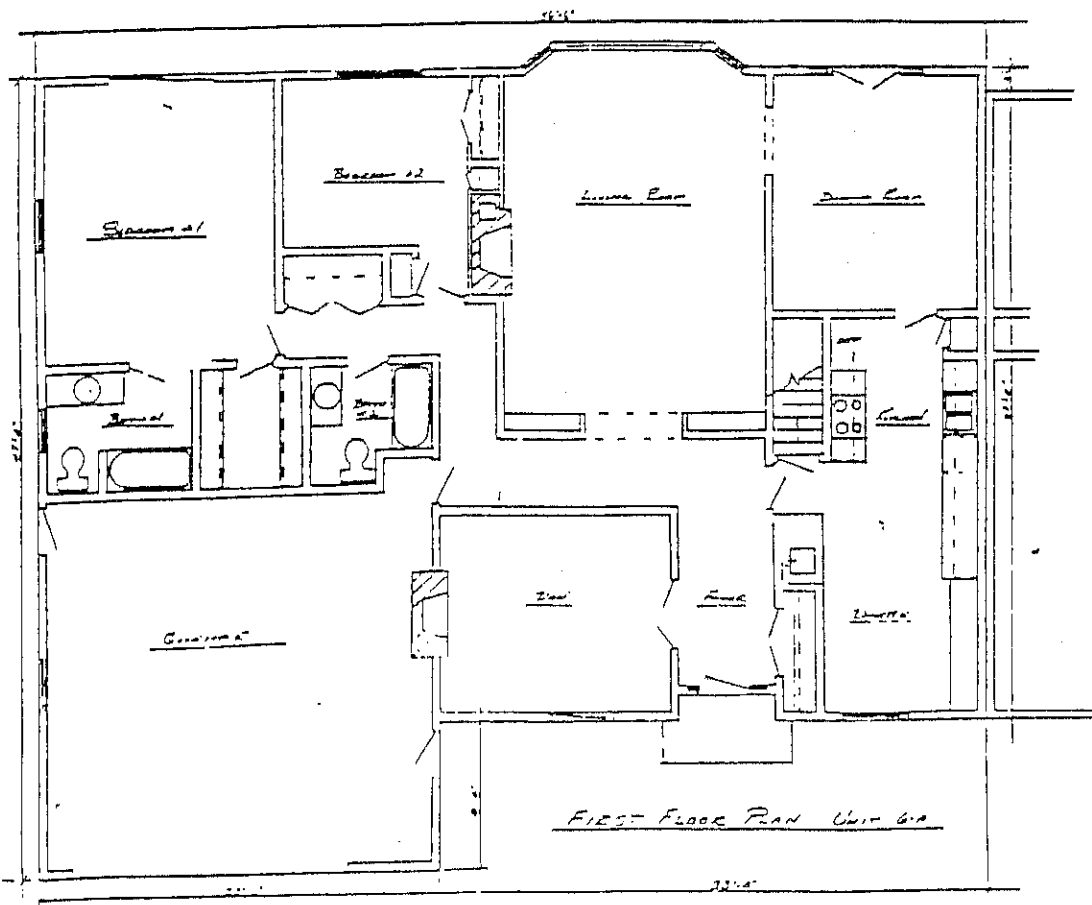


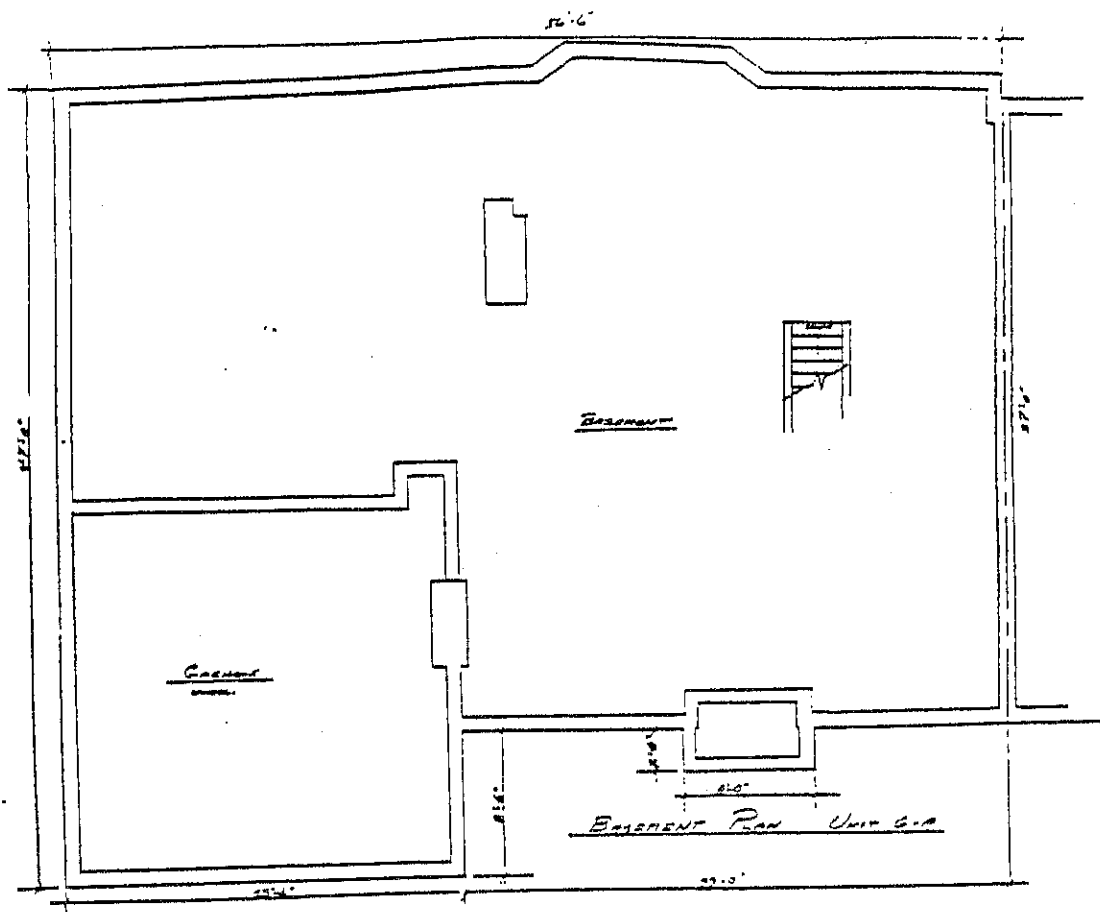
Basement Plan Unit 100

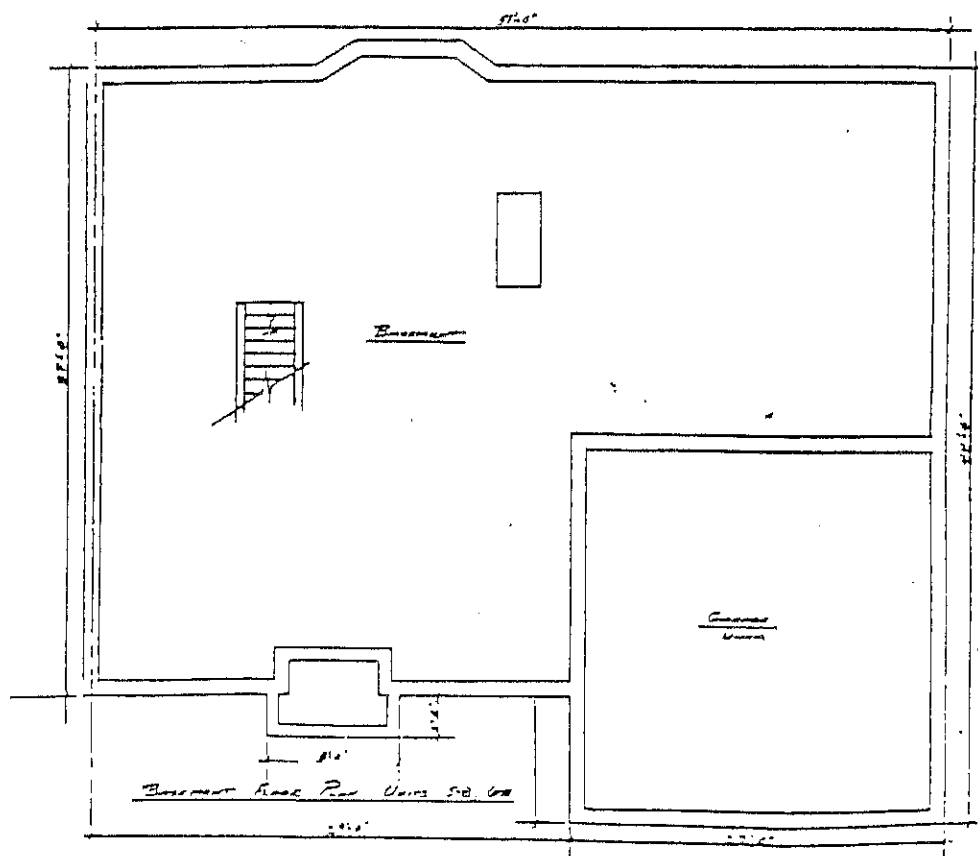
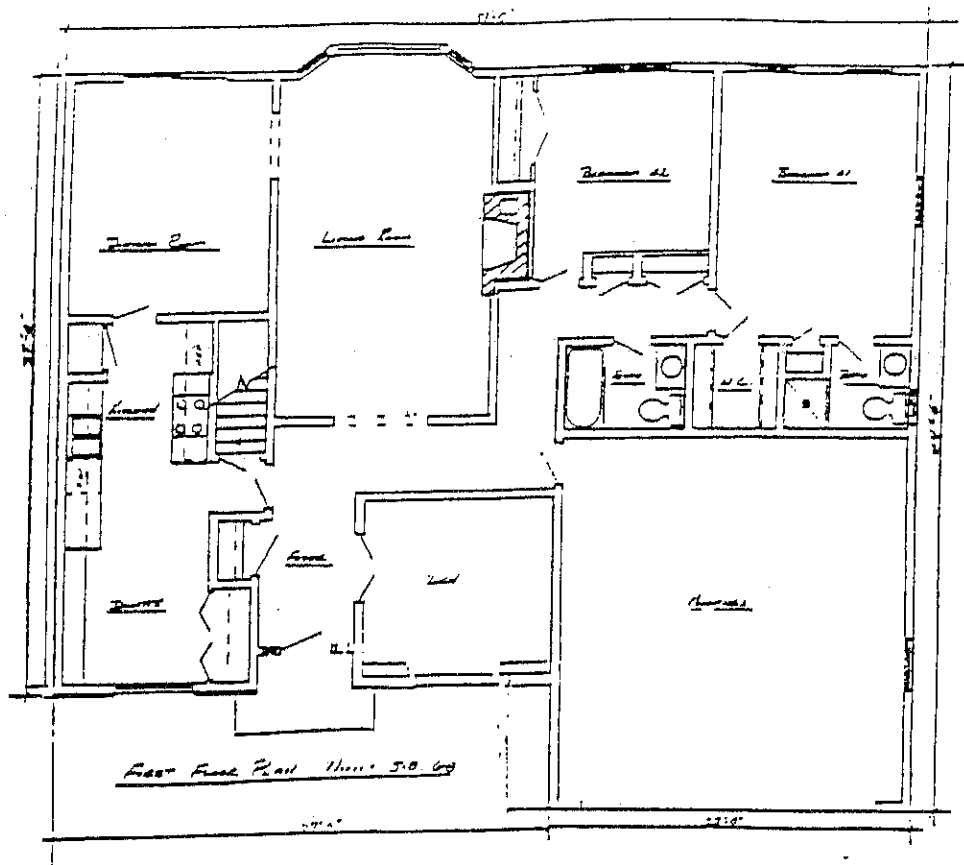


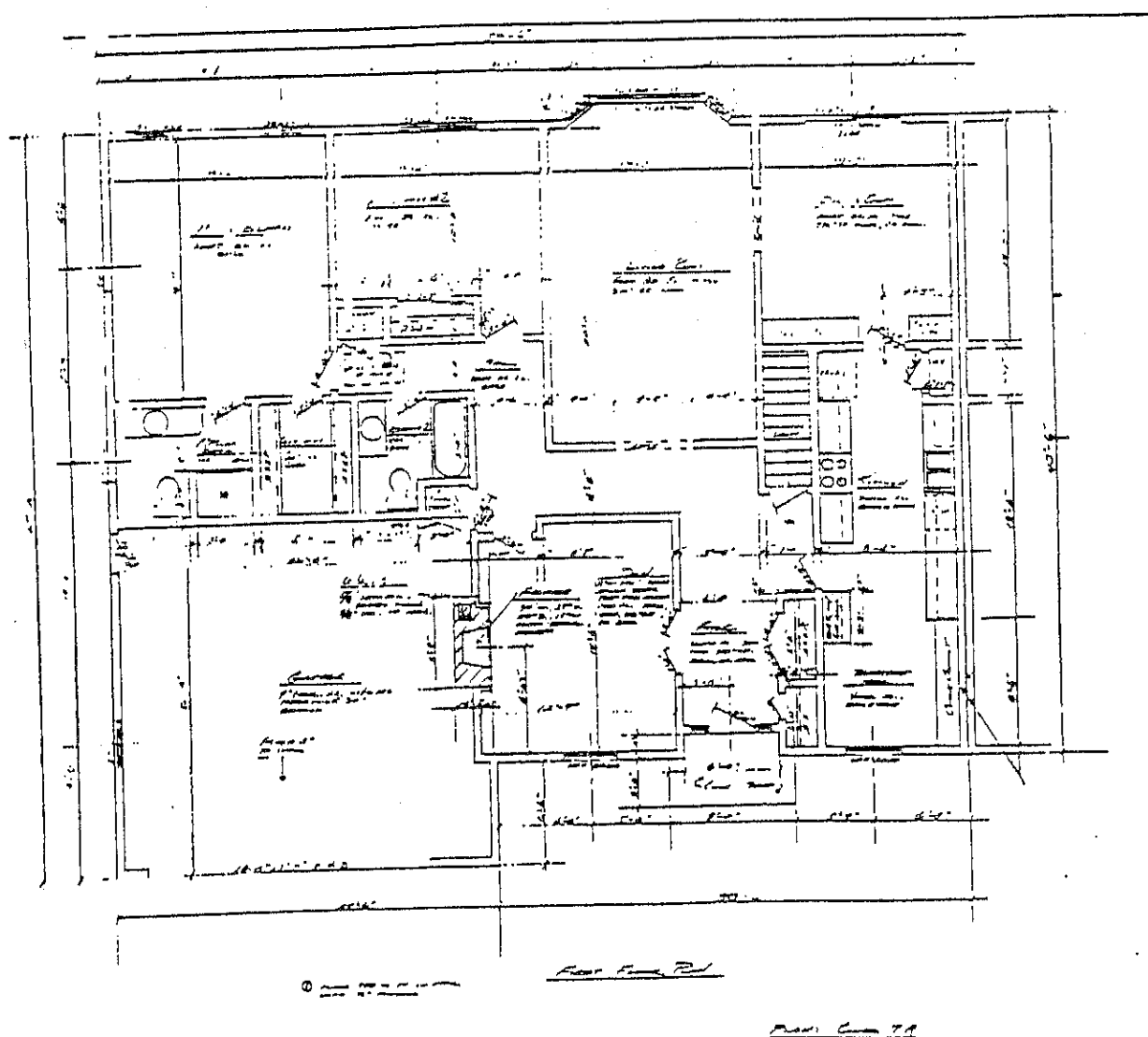
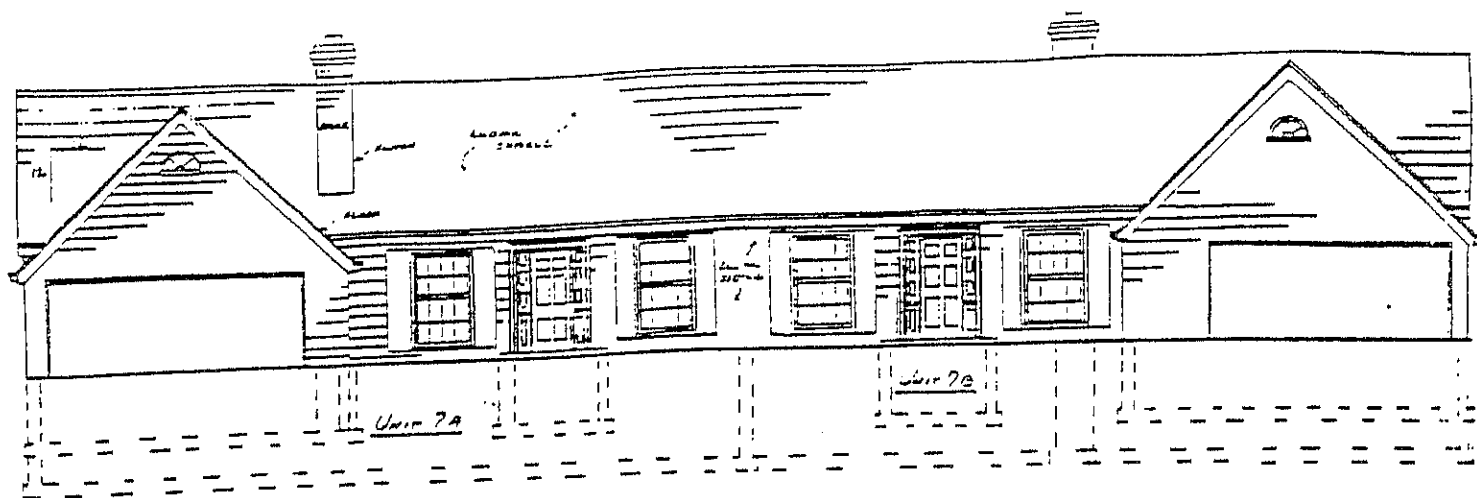


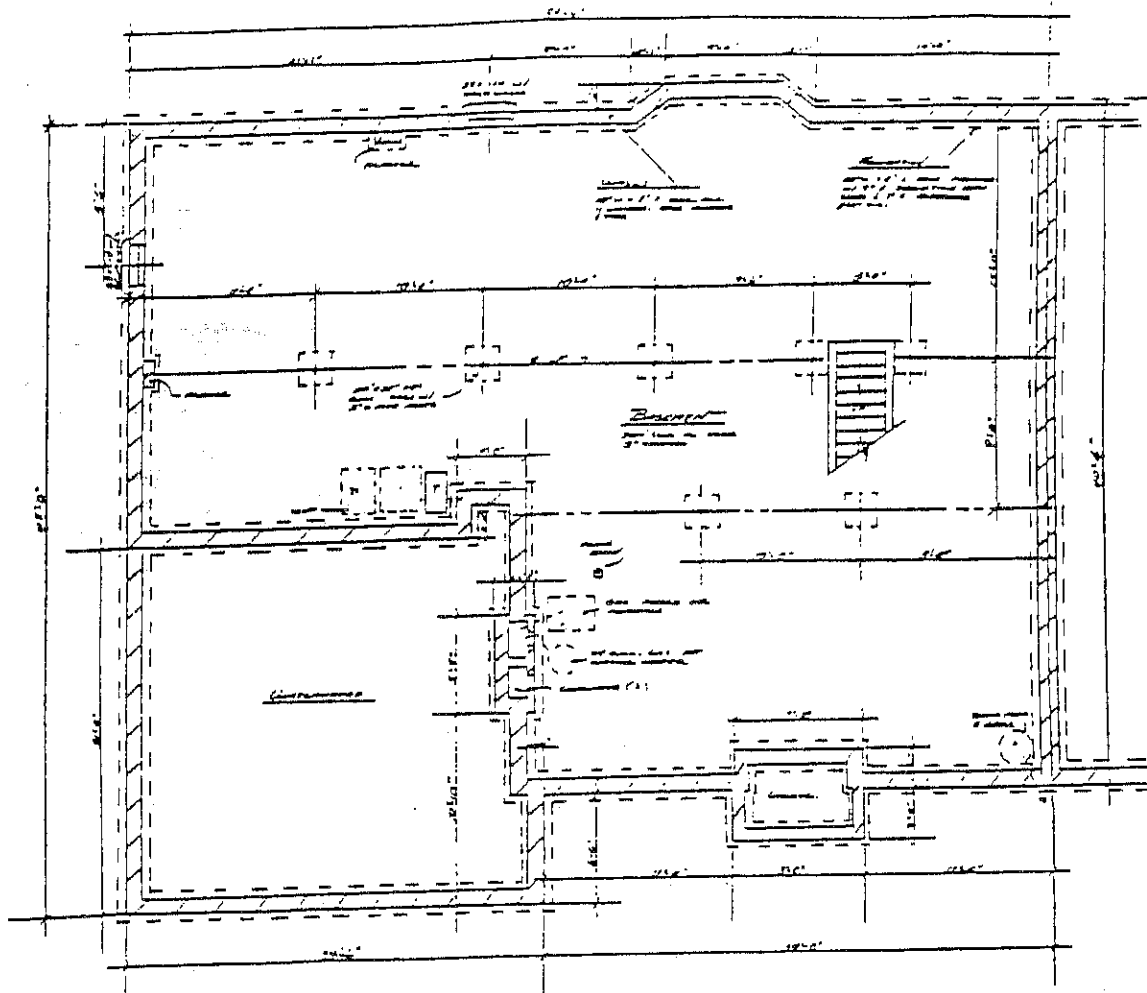
-Units 6 and





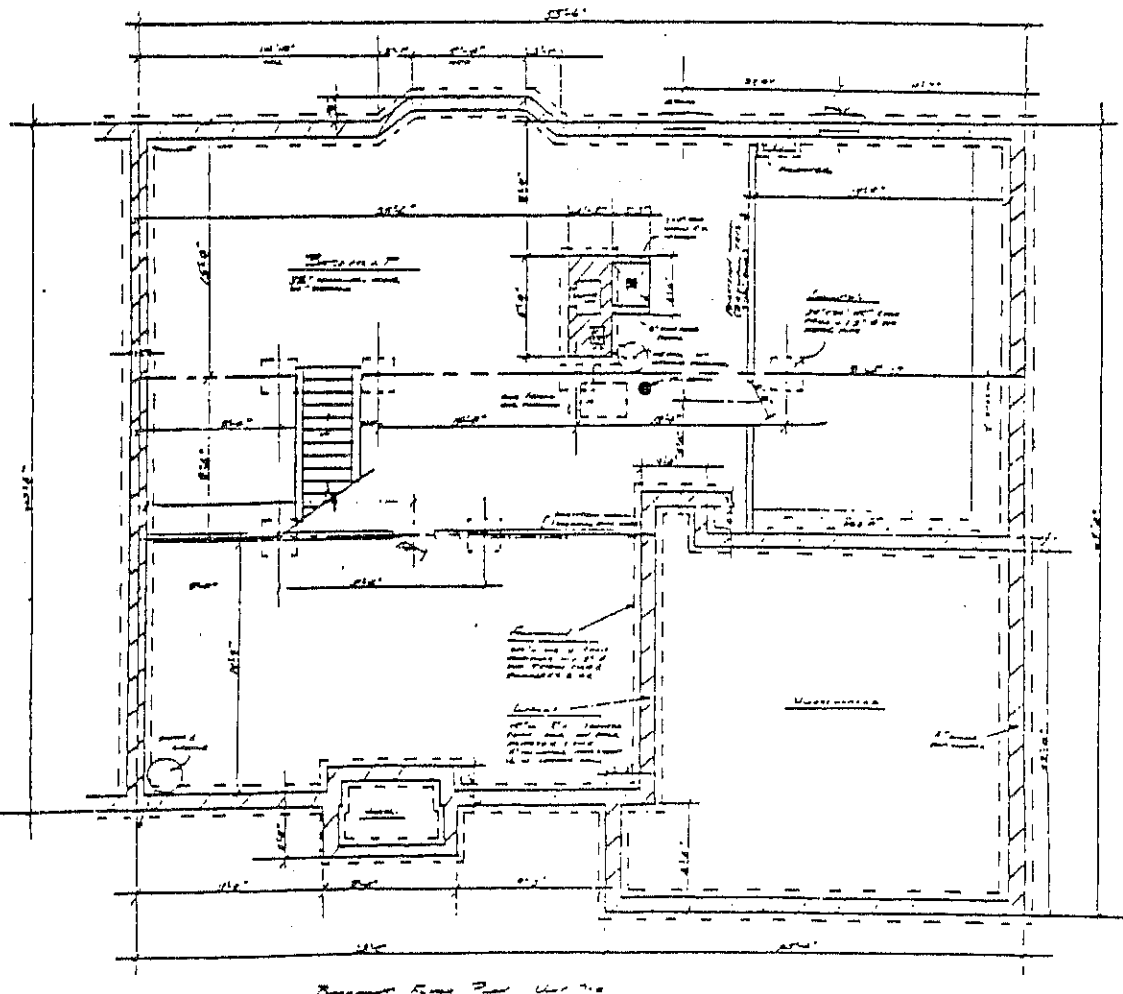
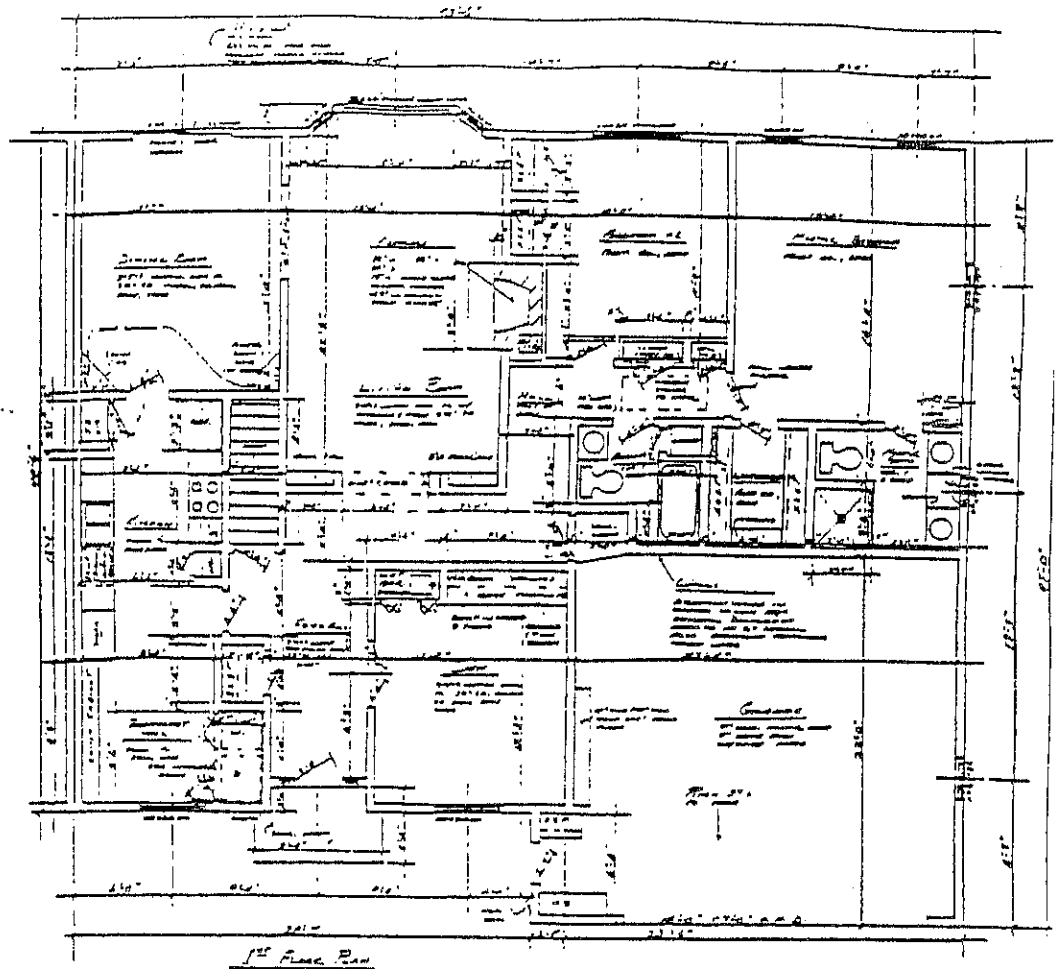


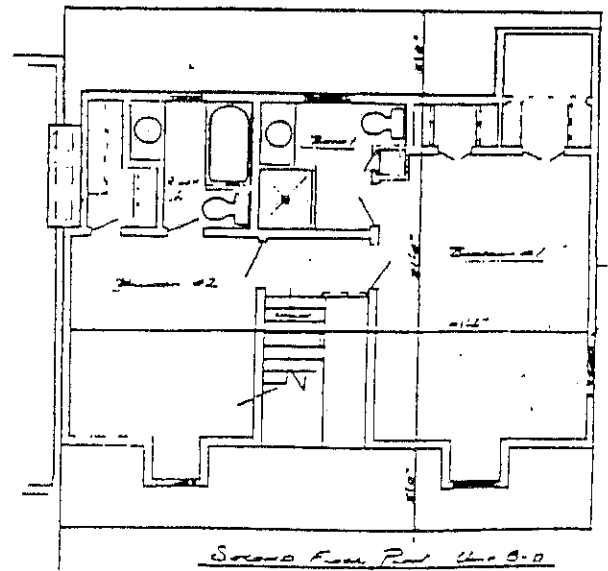
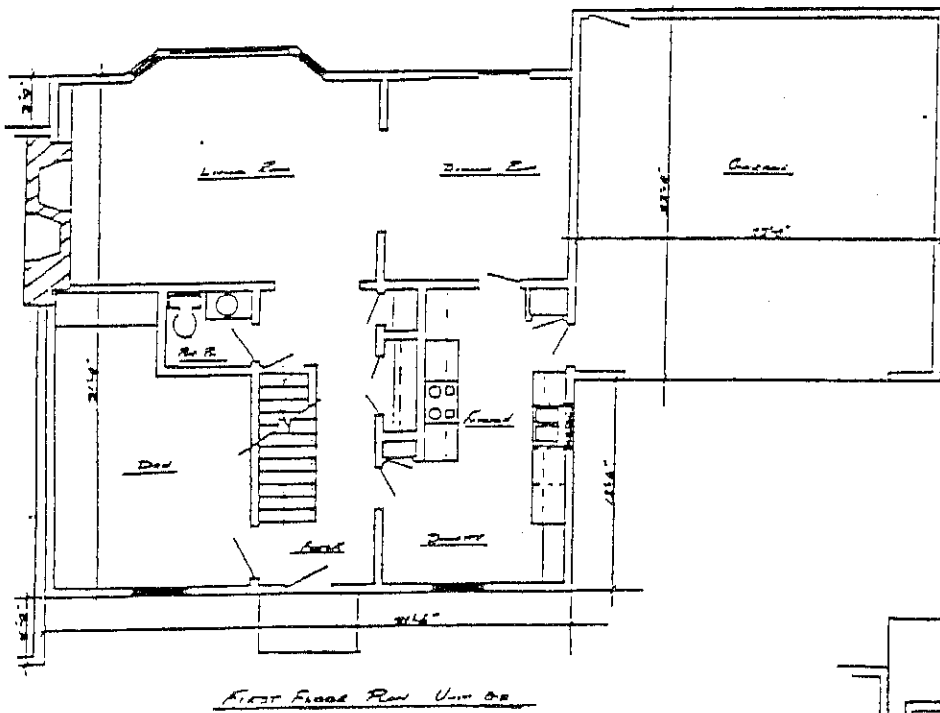
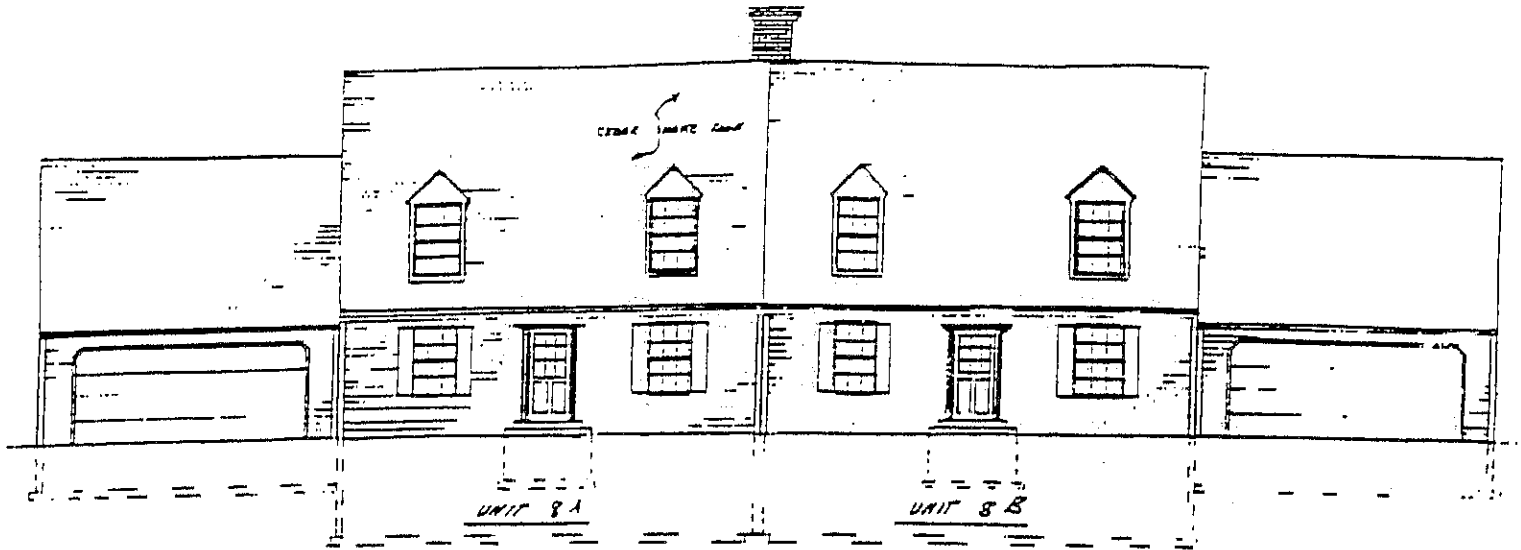


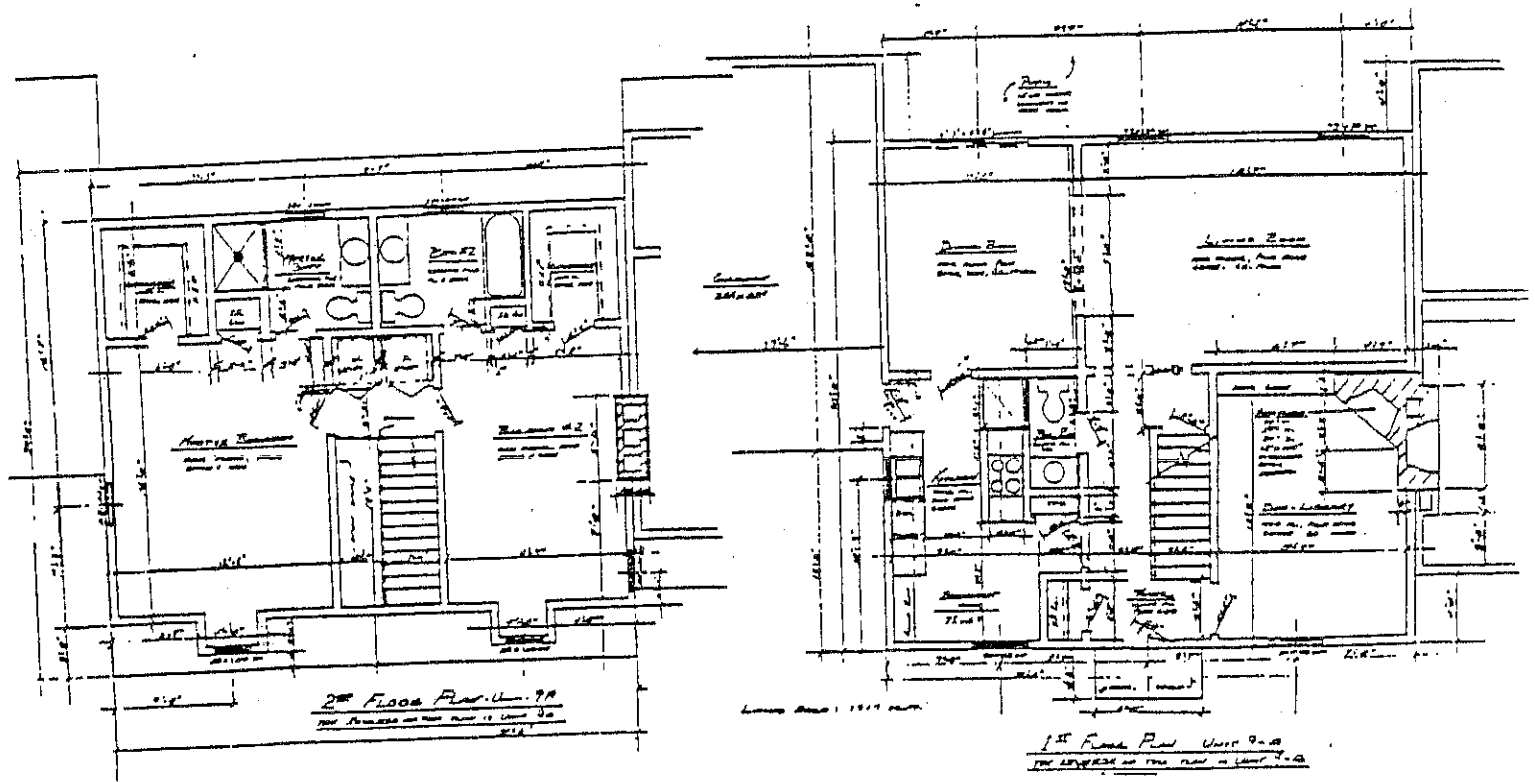
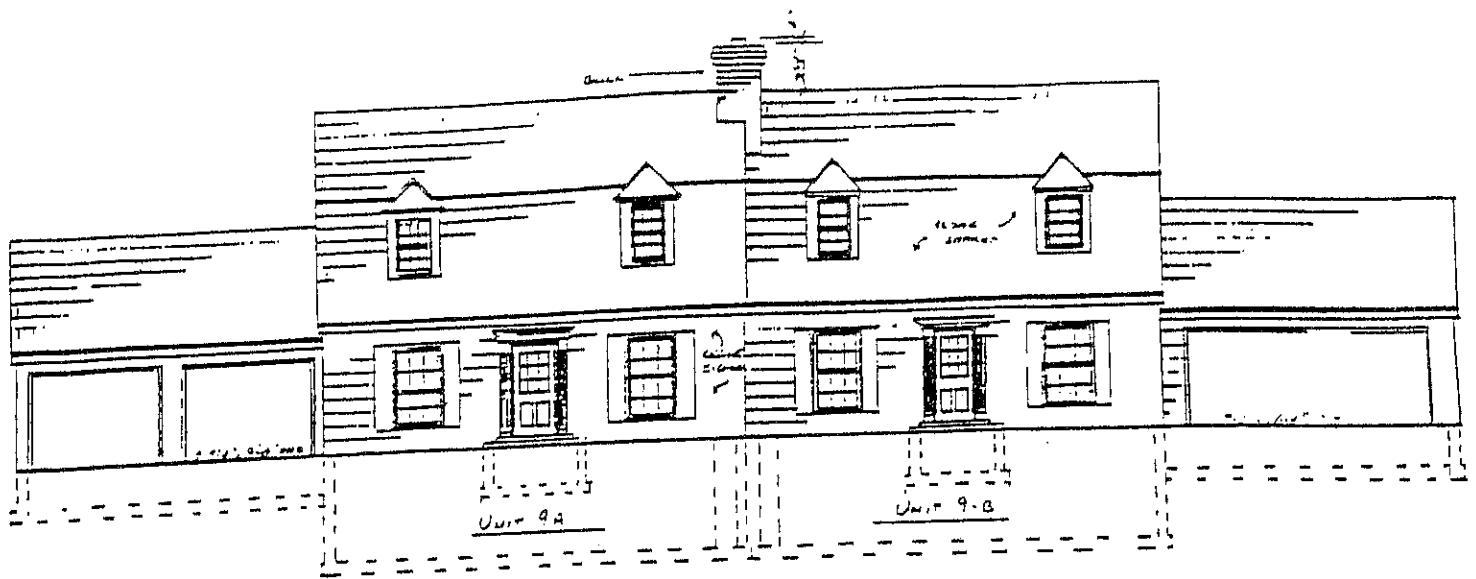


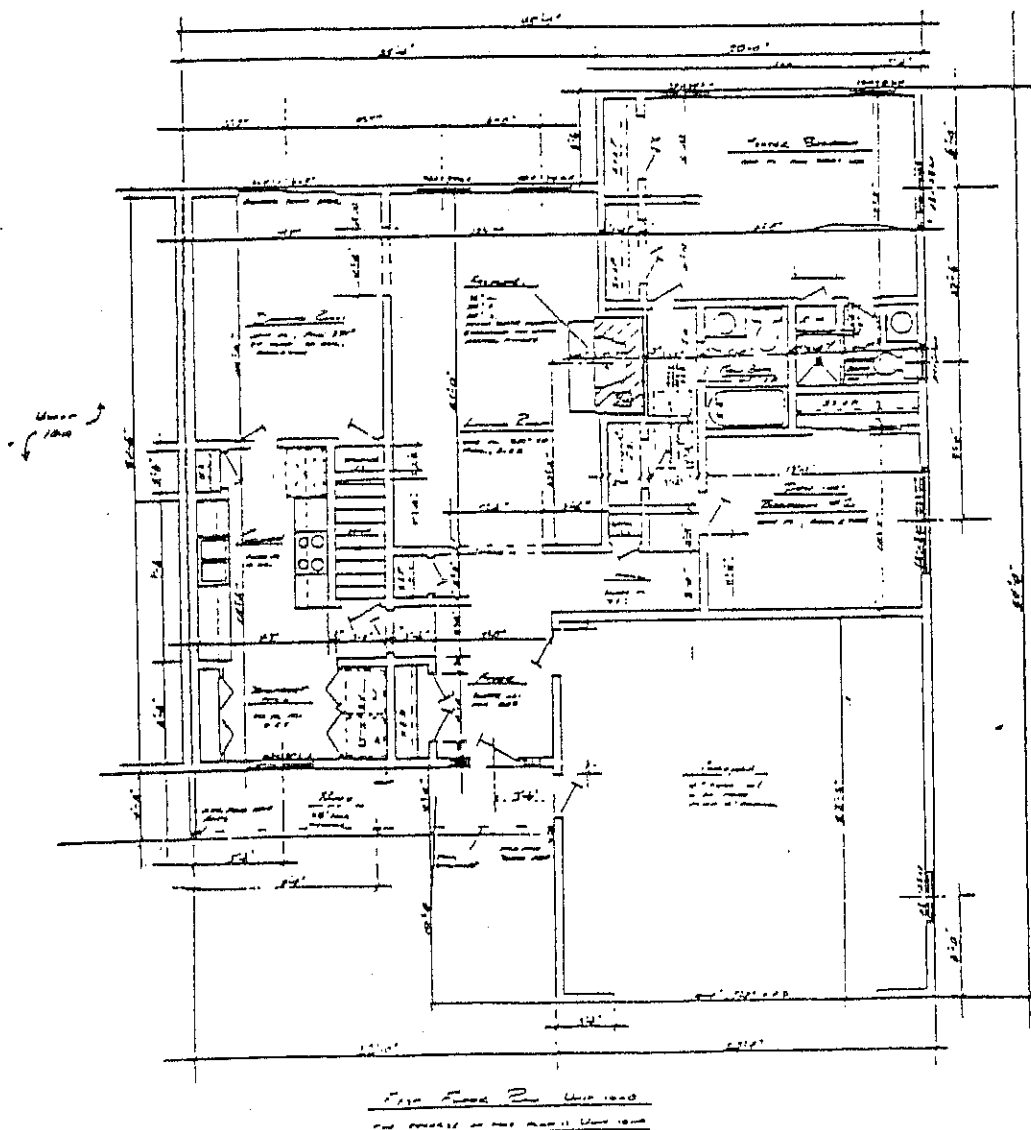
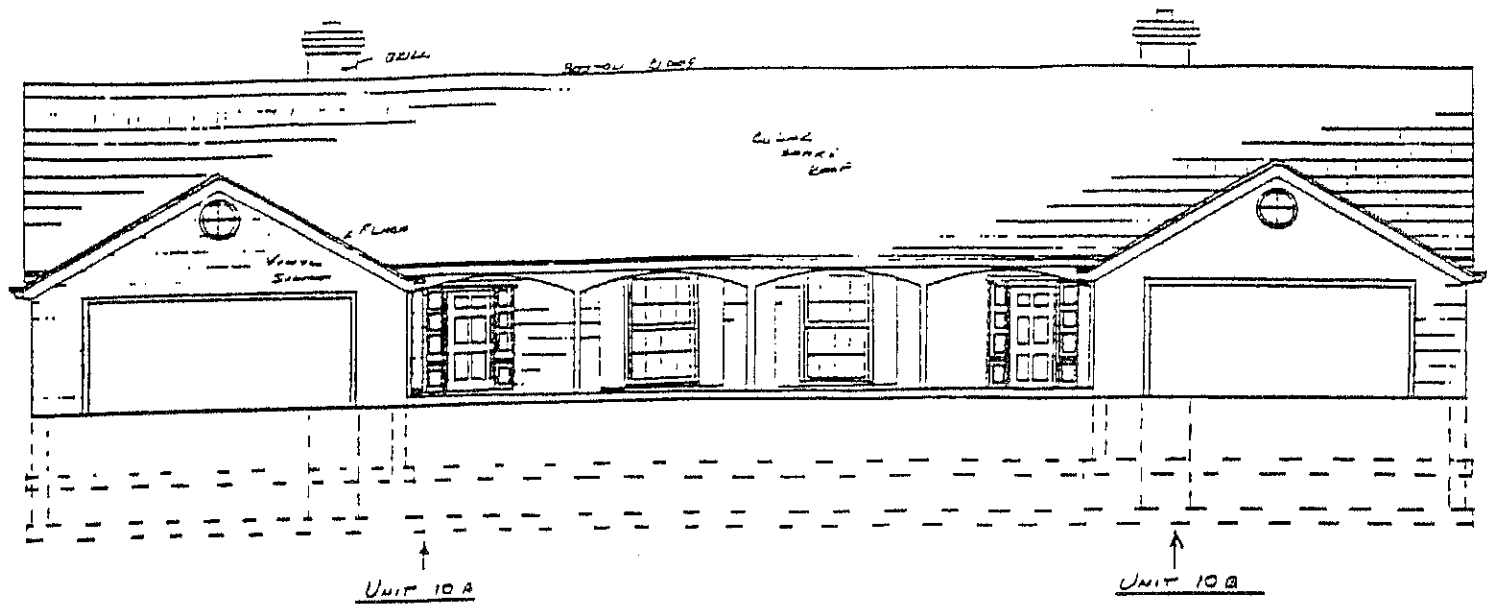
Basement Floor Plan Unit 700

Rev: 01/01/78





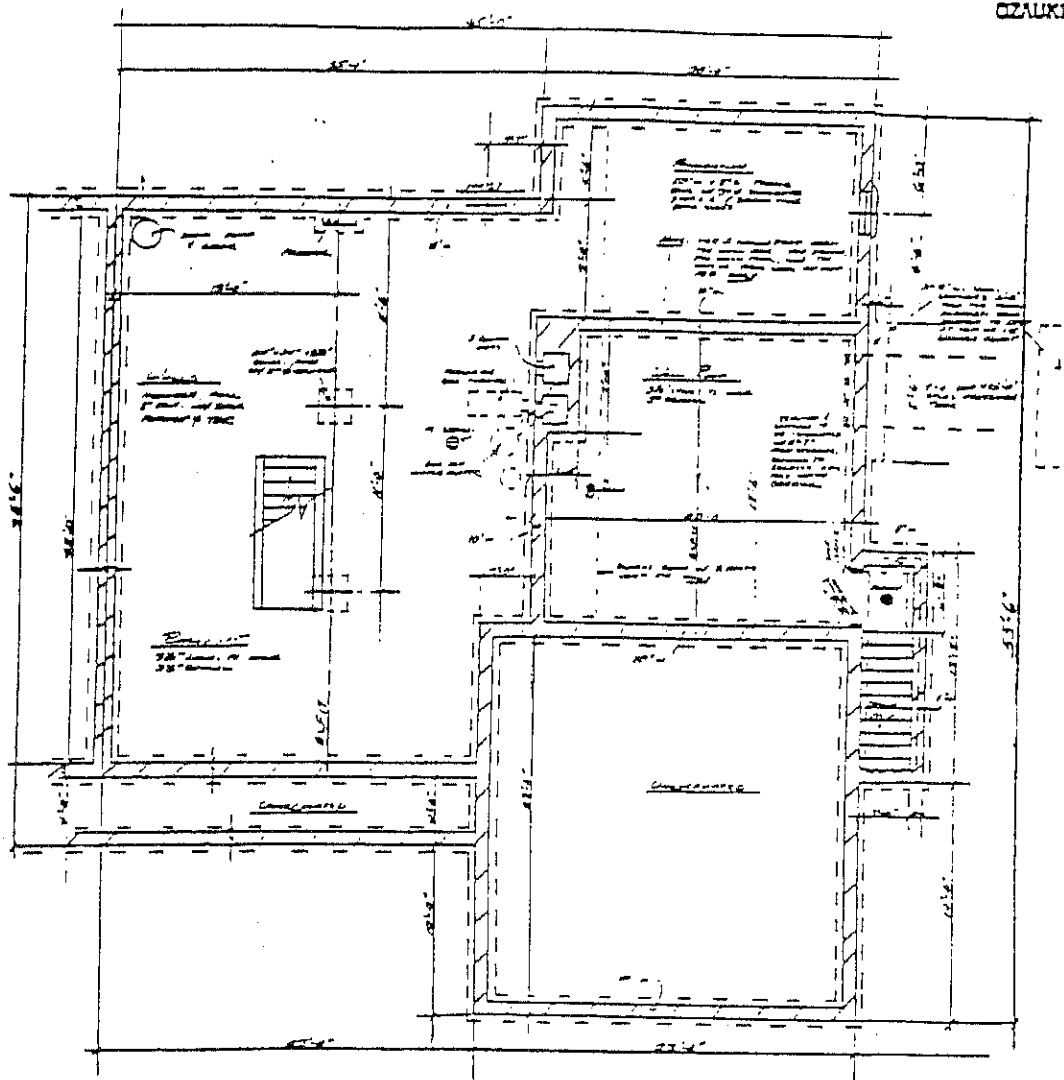




RECORDED

Nov 29 8 15 AM '72

REGISTER OF DEEDS
OSHAUKEE COUNTY, WISC.



Basement Floor Plan - Unit D-2

THE LAYOUT OF THIS PLAN (INCLUDING WALLS, DOOR, WINDOWS, ETC.) UNIT D-2

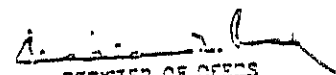
This is to certify that the drawings shown on Exhibits B-1 through B-22 are accurate representations of all the floor plans of the respective buildings on file with and approved by the City of Mequon.

Kenrik Corporation

by *James H. Head, Jr.* Pres

RECORDED

OCT 19 3 01 PM '73


REGISTER OF DEEDS
OZAUKEE COUNTY, WISC.

CEDAR GABLES CONDOMINIUM
FIRST AMENDMENT TO
DECLARATION OF CONDOMINIUM

File 100-101: Out to owner for signature

CEDAR GABLES CONDOMINIUM
FIRST AMENDMENT TO
DECLARATION OF CONDOMINIUM

WHEREAS, KENRIK CORPORATION, a Wisconsin corporation, as Declarant and pursuant to the Wisconsin Unit Ownership Act, executed a Declaration of Condominium dated November 28, 1972 affecting property in Ozaukee County, Wisconsin (the "Declaration") and caused the Declaration to be recorded on November 29, 1972 in the office of the Register of Deeds of Ozaukee County, Wisconsin in Volume 312 of Records commencing on page 153 as Document No. 252431; and

WHEREAS, in paragraph 11(b) of the Declaration, Declarant reserved the right to amend the Declaration within five years from the date thereof to add to said condominium any part or all of the land described in said paragraph and the living units constructed or under construction thereon;

NOW, THEREFORE, pursuant to paragraph 11(b) of the Declaration and the Wisconsin Unit Ownership Act, Declarant hereby amends and restates the Declaration to read as follows:

1. Description of Land. The land which is the subject of this Declaration and upon which the buildings and improvements are and will be located is in Ozaukee County, Wisconsin, and is more particularly described in paragraph 1 and in paragraph 11(b) of the Declaration, both of which legal descriptions are incorporated herein by reference.

2. Description of Buildings. Twenty-nine buildings have been constructed or are in the process of construction (but visible commencement of work on site has not yet commenced on 12 buildings) upon the land with locations as shown on the plats of survey attached hereto as Exhibit A (Buildings 1 through 10) and B (Buildings 11 through 29). Each building has a basement and one or two floors of living space. There are two condominium dwelling units (hereinafter called "units") in each building, except that Building 20 contains three units and Building 21 contains four units, for a total of 61 units. The principal materials of which the buildings are and will be constructed are concrete block foundation and basement, wood frame, wood floors, brick and wood exterior and cedar shake roof. The bathrooms contain tile floors. Each unit in each building has a separate heating and air-conditioning system and a separate water softener.

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3. Description of Units.

(a) The unit number of each unit and the approximate area, location, number of rooms and immediate common area to which it has access are shown on

Exhibits A and B and on the set of floor plans of each building. The floor plans for Buildings 1 through 10 were recorded with the Declaration as Exhibits B-1 through B-22 and are incorporated herein by reference. The floor plans for Buildings 11 through 29 are attached hereto as Exhibits 23 through 51. A complete set of plans and specifications are on file at the office of Declarant stated in paragraph 8 of this Declaration. The unit number is determined by the address.

(b) The boundaries of each unit shall consist of that part of the cubic area of each building (except the utility room located in unit 10B as shown on Exhibit B-22) which is enclosed as follows:

(i) The vertical or perimetrical boundaries of the unit shall be [a] exterior - the plane of the exterior of the outside walls (including doors and windows) of the building bounding a dwelling extended to an intersection with the upper and lower boundaries; and [b] interior wall - the center line of the wall separating the two dwellings in each building extended to an intersection with the upper and lower boundaries;

(ii) The upper and lower boundaries of a unit shall be [a] lower boundary - the plane of the undersurface of the basement floor or garage floor, as applicable; and [b] upper boundary - the plane of the undersurfaces of the roof.

(c) If any portion of the common or limited common areas or facilities shall encroach upon any unit, or if any unit shall encroach upon any other unit or upon any portion of the common or limited common areas or facilities as a result of the construction of the building, or as a result of settling or shifting of the building, a valid easement for the encroachment and for its maintenance shall exist so long as the building stands. In the event the building, the unit, any adjoining unit, or any adjoining common or limited common area or facility, shall be partially or totally destroyed as a result of fire or other casualty or as a result of condemnation or eminent domain proceedings, and then rebuilt, any resulting encroachment of a part of the common or limited common areas or facilities upon any unit or of any unit upon any other unit or upon any part of the common or limited common areas or facilities shall be permitted, and a valid easement for such encroachment and for its maintenance shall exist so long as the building stands.

4. Description of Common Areas and Facilities. The common areas and facilities shall include those matters described in section 703.02(6) of the Wisconsin Unit Ownership Act, including, but not limited to the following: land, road, walks, driveways, well and related equipment and the utility room (and exterior stairs thereto) located in the building of unit 10B but shall exclude all structural and other building components and equipment located within the cubic boundaries of each unit as described in paragraph 3(b) of this Declaration.

5. Description of Limited Common Areas and Facilities. The limited common areas and facilities assigned to each unit shall consist of land, including walks and driveways, immediately adjacent to each such unit as shown approximately on Exhibits A and B attached hereto, the roof and space above each unit and the land under each unit. Some driveways are assigned to two units (2A and 3B, 5A and 6B, 6A and 7B, 7A and 8B), in which cases there are rules for common usage set forth in the By-Laws and the most distant line of the driveway shall form a part of one of the boundary lines of the limited common area on the applicable side of each such unit. To facilitate locating on the ground the various land division lines shown on Exhibits A and B attached hereto, an iron pipe has been or will be driven into the ground at each end and each angle of each line. These pipes shall not be removed or disturbed by any person (except for periodic replacement in the same location by the Association of Unit Owners) without compliance with the provisions of the Wisconsin Unit Ownership Act relating to a change or alteration in the percentage of ownership in the limited common areas. The limited common area easterly lines for the following units shall be the bluff line of the ravine as shown on Exhibits A and B attached hereto: 5A, 5B, 6A, 6B, 15A, 15B, 16A, 16B, 17A, 17B and 18B. The limited common areas and facilities assigned to unit 10B shall be subject to the common areas for the condominium relating to the utility room within the building and the well and underground storage tank located adjacent to the building.

6. Unit Value for Common Area Ownership and Voting. The percentage of undivided interest in the common areas and facilities (including limited common areas) appertaining to each unit and its owner and the percentage of votes to be given to each unit owner shall be 1.65. Declarant recognizes that the buildings located upon the property are each somewhat different in various respects and that there are other variances in units which relate to value; however, after careful consideration of the factors relevant to maintenance, replacement and value, Declarant believes that the foregoing formula of equality is fair and equitable as well as the most efficient for purposes of administration.

7. Use and Occupancy.

(a) All units shall be restricted to residential use.

(b) The condominium has been designed for residential use and occupancy primarily by adult persons. In order to maintain the integrity of this concept for the benefit of unit owners desiring to live in such a community, no unit may be sold, conveyed or leased for more than 90 days to a person with legal custody of one or more children under the age of 18 years, when and if the number of children living in all units in the condominium who attend public schools in the City of Mequon exceeds one child for each two units. The provisions of this paragraph shall be enforceable by a suit for injunctive

relief or other appropriate legal action by the Association of Unit Owners or by the City of Mequon. The By-Laws shall provide procedures to implement and enforce this paragraph including the right for the Board of Directors to refuse to issue a statement of unpaid assessments pursuant to the provisions of section 703.24 of the Wisconsin Unit Ownership Act unless the seller or lessor of a unit previously complied with such procedures.

8. Service of Process. Service of process shall be made upon Declarant at 708 West McIntosh Lane, City of Mequon, Ozaukee County, Wisconsin, as to matters provided in the Wisconsin Unit Ownership Act until all units have been sold, conveyed and paid for, at which time the Association of Unit Owners may designate a successor by a vote of the simple majority of a quorum present at any meeting of the Association.

9. Damage or Destruction. In the event 80% or more of the number of units of the property are destroyed or substantially damaged, action by the Association of Unit Owners by vote of 75% or more of the common interests taken within 90 days after such damage or destruction shall be necessary to determine to rebuild, repair or restore the property as more fully described in section 3, Article V of the By-Laws. Damage or destruction to a lesser extent shall be repaired and restored pursuant to arrangement by the Board of Directors of the Association of Unit Owners as provided in said section of the By-Laws.

10. Further Matters.

(a) All present and future owners, tenants and occupants of such owners, employees of owners and tenants, or any other persons that in any manner use or come upon the property or any part thereof shall be subject to, and shall comply with the provisions of this Declaration, the By-Laws and rules and regulations adopted pursuant thereto, as these instruments may be amended from time to time. The acceptance of a deed or conveyance, or the entering into of a lease, or the entering into occupancy of any unit shall constitute an acceptance of the provisions of such instruments, as they may be amended from time to time, by such owner, tenant or occupant. The provisions contained in such instruments shall be covenants running with the land and shall bind any person having at any time any interest or estate in such unit, as though such provisions were recited and fully stipulated in each deed, conveyance or lease thereof. The enforcement thereof may be by such judicial proceedings as the Board of Directors of the Association may deem appropriate as well as by the provisions of the Wisconsin Unit Ownership Act.

(b) Declarant hereby reserves for the Association of Unit Owners acting by and in the discretion of its Board of Directors, the right to grant to the City of Mequon, Wisconsin, or public or semi-public utility companies, easements and rights-of-way

for the erection, construction and maintenance of all poles, wires, pipes and conduits for the transmission of electricity, telephone and for other purposes, for sewers, storm water drains, gas mains, water pipes and mains, and similar service, and for performing any public or quasi-public utility function that the Board of Directors may deem fit and proper for the improvement and benefit of the Property. Such easements and rights-of-way shall be confined, so far as possible, in underground pipes or other conduits, and in an arc within 10 feet of all limited common area lines, with the necessary rights of ingress and egress therefrom and with the rights to do whatever may be necessary to carry out the purposes for which this easement is created.

(c) As to the holder of any mortgage of a unit which has notified the Association of Unit Owners in writing delivered or mailed by certified mail to the place for service of process stated in paragraph 8 of this Declaration:

(i) The Association of Unit Owners shall give written notice by mail of the call of any meeting of the membership to be held for the purpose of considering any proposed amendment to this Declaration, or to the By-Laws of the Association and a copy of the notice of default which is given to any unit owner on any failure to comply with or violation of any of the provisions of this condominium simultaneously with the giving of required notice to any unit owner.

(ii) Unless all holders of first mortgage liens on individual units have given their prior written approval, the Association of Unit Owners shall not: [a] change the pro rata interest or obligation of any unit for purposes of levying assessments and charges and determining the shares of the common elements and proceeds of the project; [b] partition or subdivide any unit or the common elements of the project; or [c] by act or omission seek to abandon the condominium status of the project except as provided in paragraph 9 of this Declaration in case of substantial loss to the units and common elements of the condominium project.

11. Amendment of Declaration.

(a) This Declaration may be amended by the vote of at least 75% in number and in common interest of all unit owners cast in person or by proxy by unit owners at a meeting duly held in accordance with the provisions of the By-Laws or by the unanimous vote of the Board of Directors of the Association of Unit Owners at a meeting duly held in accordance with the provisions of the By-Laws; provided, however, that the provisions of section 703.06(2) of the Wisconsin Unit Ownership Act shall apply on any vote to change or alter the percentage of ownership in the common or limited common areas or facilities and further provided paragraph 7(b) of this Declaration shall not be amended without the approval of the City of Mequon. Copies of any such amendments shall be certified by the President and Secretary of the Association.

(b) Removal of the property from the provisions of this Declaration and the Wisconsin Unit Ownership Act shall require the unanimous written consent of all of the unit owners notwithstanding any subsequent change to the requirements for unanimity for such action now contained in section 703.16(1) of the Wisconsin Unit Ownership Act.

IN WITNESS WHEREOF, this document has been executed by Kenrik Corporation on its own behalf and, by reason of the power of attorney to Kenrik Corporation, on behalf of all persons having an interest in units previously conveyed, this 19th day of October, 1973.

KENRIK CORPORATION

BY *Kenneth H. Read, Jr.*
Kenneth H. Read, Jr., President

Attest:

Richard P. Read
Richard P. Read, Secretary

State of Wisconsin)
: SS
Milwaukee County)

On this the 19th day of October, 1973, before me, Allen N. Rieselbach, the undersigned officer, personally appeared Kenneth H. Read, Jr. and Richard P. Read, who acknowledged themselves to be the President and Secretary, respectively, of Kenrik Corporation, a Wisconsin corporation, and that they as such President and Secretary, respectively, being authorized so to do, executed the foregoing instrument by signing the name of said corporation in the capacity therein stated by themselves as President and Secretary, respectively, and for the purposes therein contained.

Allen N. Rieselbach
Notary Public, State of Wisconsin
My commission is permanent.

The undersigned mortgagees consent to the above Declaration of Condominium.

MIDLAND NATIONAL BANK

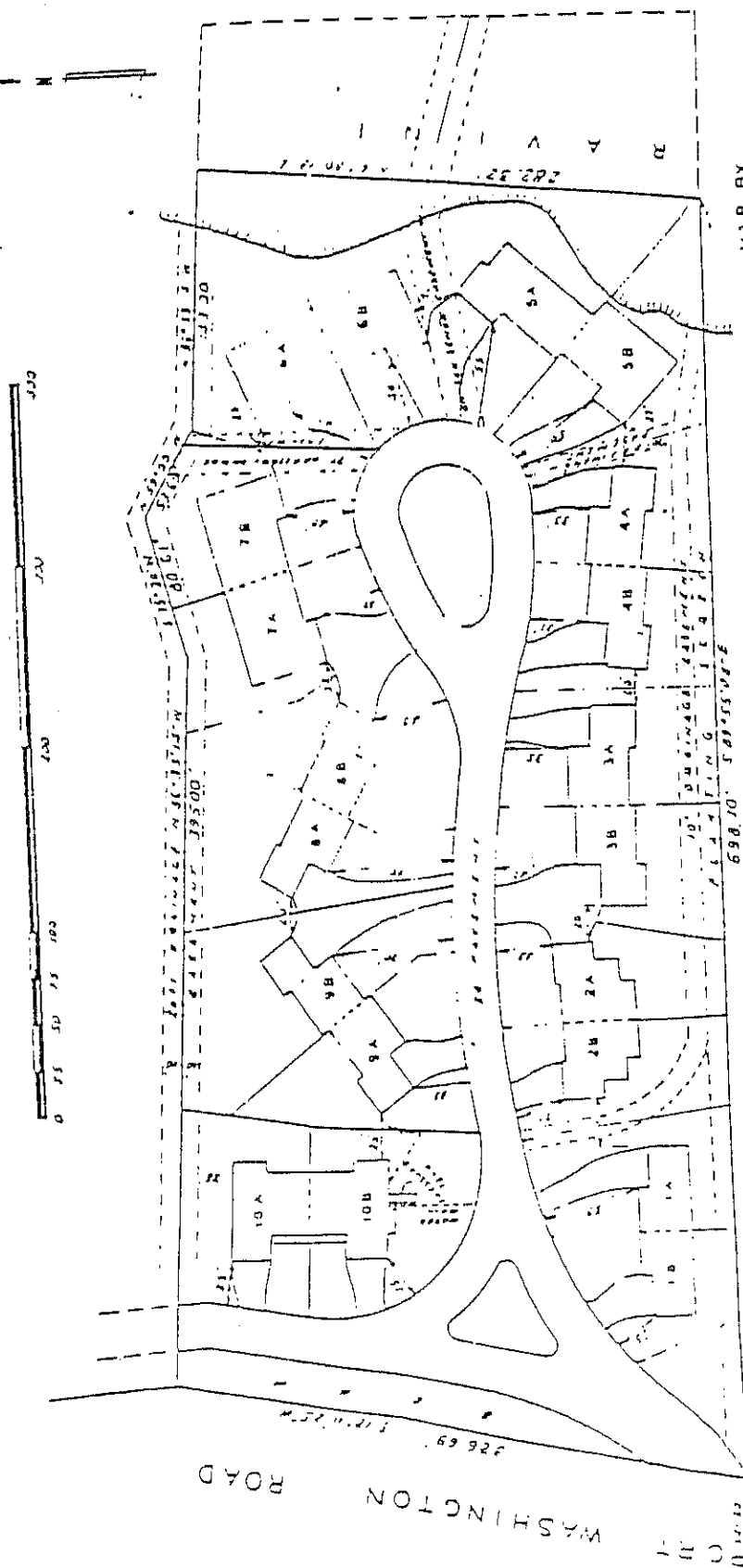
BY *James B. Bain*

HERITAGE BANK OF WHITEFISH BAY

BY *Charles E. Huston - V.P.*

This instrument drafted by Allen N. Rieselbach.

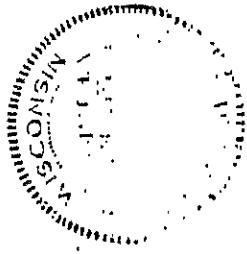
EXHIBIT A
CEDAR GABLES
PHASE I



MAP BY
BADGER SURVEYING CO. INC.
18 TOWN 47 ST.
BROWN DELA WISC.

NOV. 11 1972

NOTED
ALL DIMENSIONS SHOWN ARE ± DISTANCES



sheet 2 of 2

EXHIBIT A
CEDAR GABLES
PHASE I

LEGAL DESCRIPTION: That part of the South West 1/4 of Section 12, Township 9 North, Range 22 East, in the City of Mequon, Ozaukee County, Wisconsin, bounded and described as follows: Commencing at the southwest corner of said 1/4 Section; thence North along the west line of said 1/4 Section 829.50 feet to a point; thence S. 89° 55' 08"E. on a line 541.50 feet to a point in the easterly line of Port Washington Road, said point being the point of beginning of the land to be described; thence continuing S. 89° 55' 08"E. on a line 698.10 feet to a point; thence N. 6° 30' 13"E. on a line 282.32 feet to a point; thence N. 86° 13' 14"W. on a line 143.00 feet to a point; thence N. 59° 00' 00"W. on a line 531.69 feet to a point; thence S. 75° 30' 14"W. on a line 80.61 feet to a point; thence N. 86° 33' 14"W. on a line 395.00 feet to an angle point in the easterly line of said Port Washington Road; thence S. 12° 11' 25"W. along the easterly line of said Port Washington Road 326.69 feet to the point of beginning, containing 4.737 acres of land, more or less.

I hereby certify that on the 17th day of November, 1972, I have accurately surveyed the above described property and that the above plat is a correct representation thereof and shows the exterior boundary lines and location of buildings and other improvements on said property and the correct measurements thereof.

STATE OF WISCONSIN) ss
COUNTY OF MILWAUKEE)

DADGER SURVEYING CO., INC.
7970 N. 47th. Street
Brown Deer, Wisconsin 53223

Clarence H. Piopembury
Clarence H. Piopembury
Registered Land Surveyor 5-139

PLAT NO. 72-1064

EXHIBIT B

October 16, 1973

LEGAL DESCRIPTION:

CEDAR GABLES

PHASE 2

That part of the South West 1/4 of Section 32, Township 9 North, Range 22 East, in the City of Mequon, Ozaukee County, Wisconsin, bounded and described as follows: Commencing at the Southwest corner of said 1/4 Section; thence North along the west line of said 1/4 Section 829.50 feet to a point; thence S.89° 55' 08"E. on a line 1239.60 feet to the point of beginning of the land to be described; thence continuing S.89° 55' 08"E. on a line 100.00 feet to the southwest corner of Maplefield Estates, a recorded subdivision; thence N.2° 00'E. along the westerly line of said Maplefield Estates 150.10 feet to a point; thence N.3° 00'E. along the Westerly line of said Maplefield Estates 300.41 feet to a point; thence N.13° 46'W. along the westerly line of said Maplefield Estates 132.00 feet to a point; thence N.4° 41' 23"W. along the westerly line of said Maplefield Estates 204.69 feet to the northwest corner of said Maplefield Estates; thence S.89° 58' 30"W. on a line 707.38 feet to a point in the easterly line of said Port Washington Road; thence S.1° 56' 52"E. along the easterly line of said Port Washington Road 510.23 feet to an angle point; thence S.36° 33' 14"E. on a line 395.00 feet to a point; thence N.75° 30'E. on a line 80.61 feet to a point; thence S.59° 00'E. on a line 53.69 feet to a point; thence S.36° 33' 14"E. on a line 143.00 feet to a point; thence S.6° 30' 13"W. on a line 292.32 feet to the point of beginning, containing 9.464 acres of land, more or less.

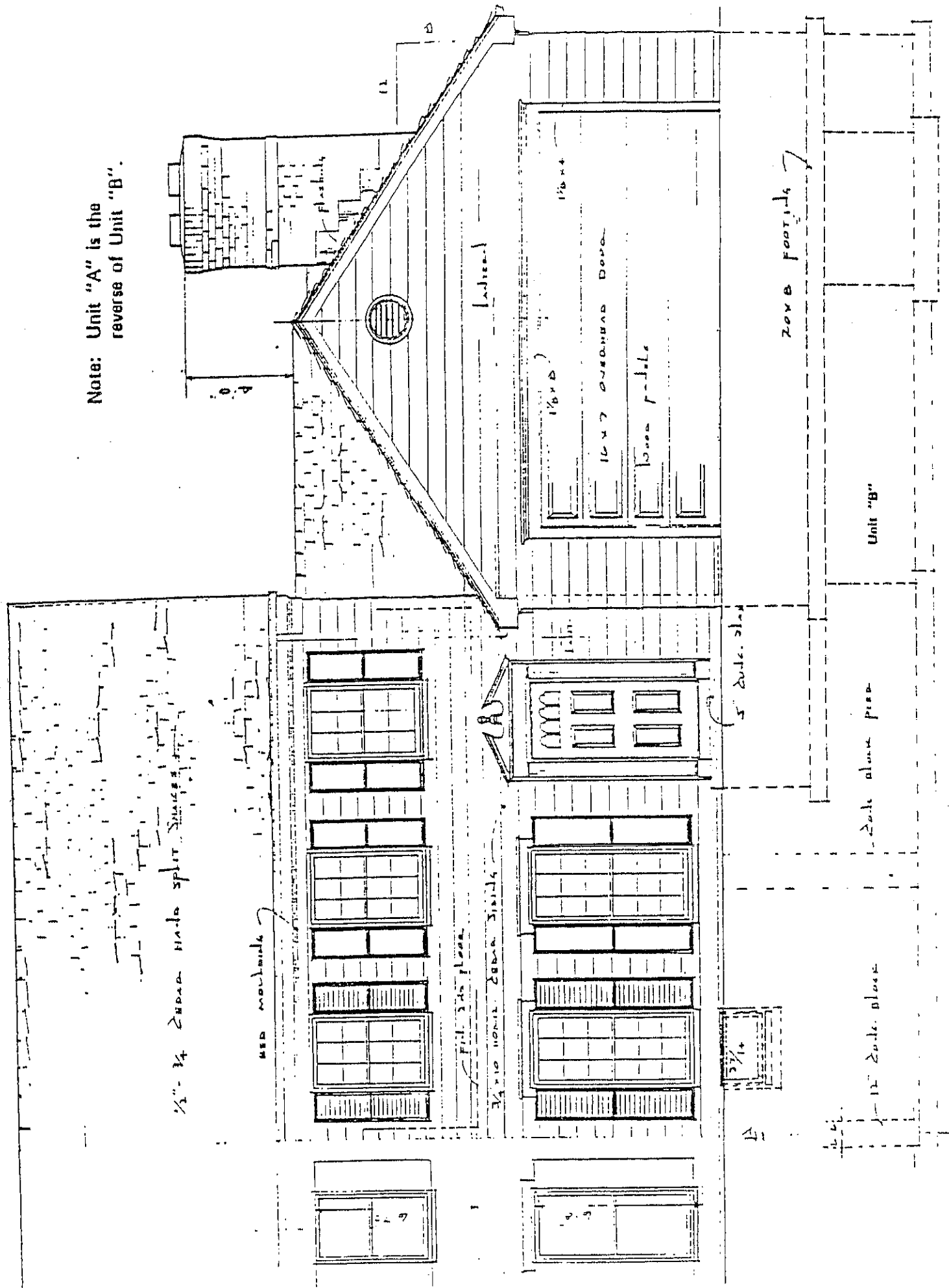
State of Wisconsin,) SS
County of Milwaukee)

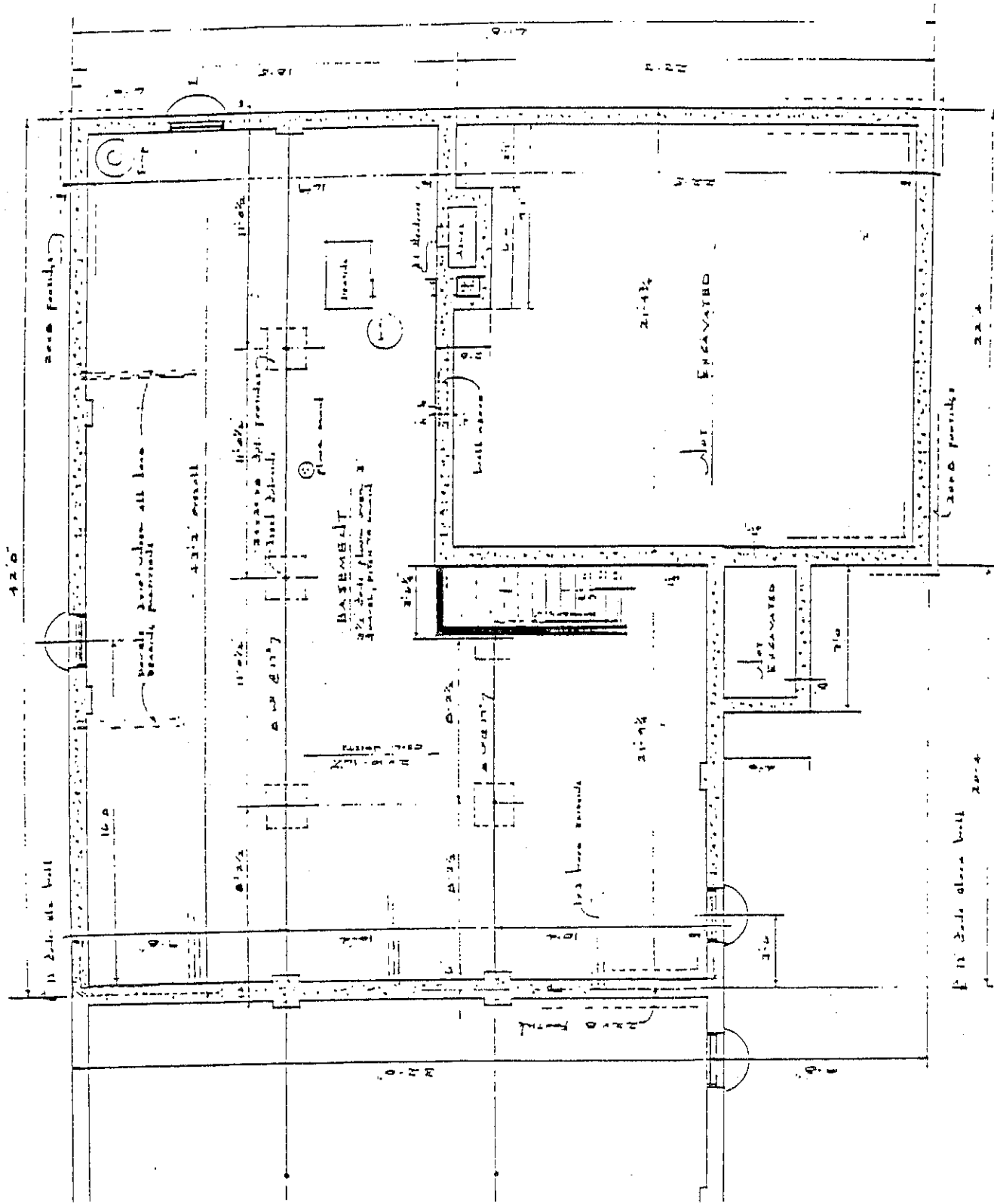
I hereby certify that on the 15th day of October, 1973, I have accurately surveyed the above described property and that the above plat is a correct representation thereof and shows the exterior boundary lines and location of buildings and other improvements on said property and the correct measurements thereof.

Badger Surveying Co., Inc.
7970 N. 47th Street
Brown Deer, Wisconsin
53223

Charles H. Proper
Charles H. Proper, Jr.
Registered Land Surveyor 5-130

Note: Unit "A" is the reverse of Unit "B".



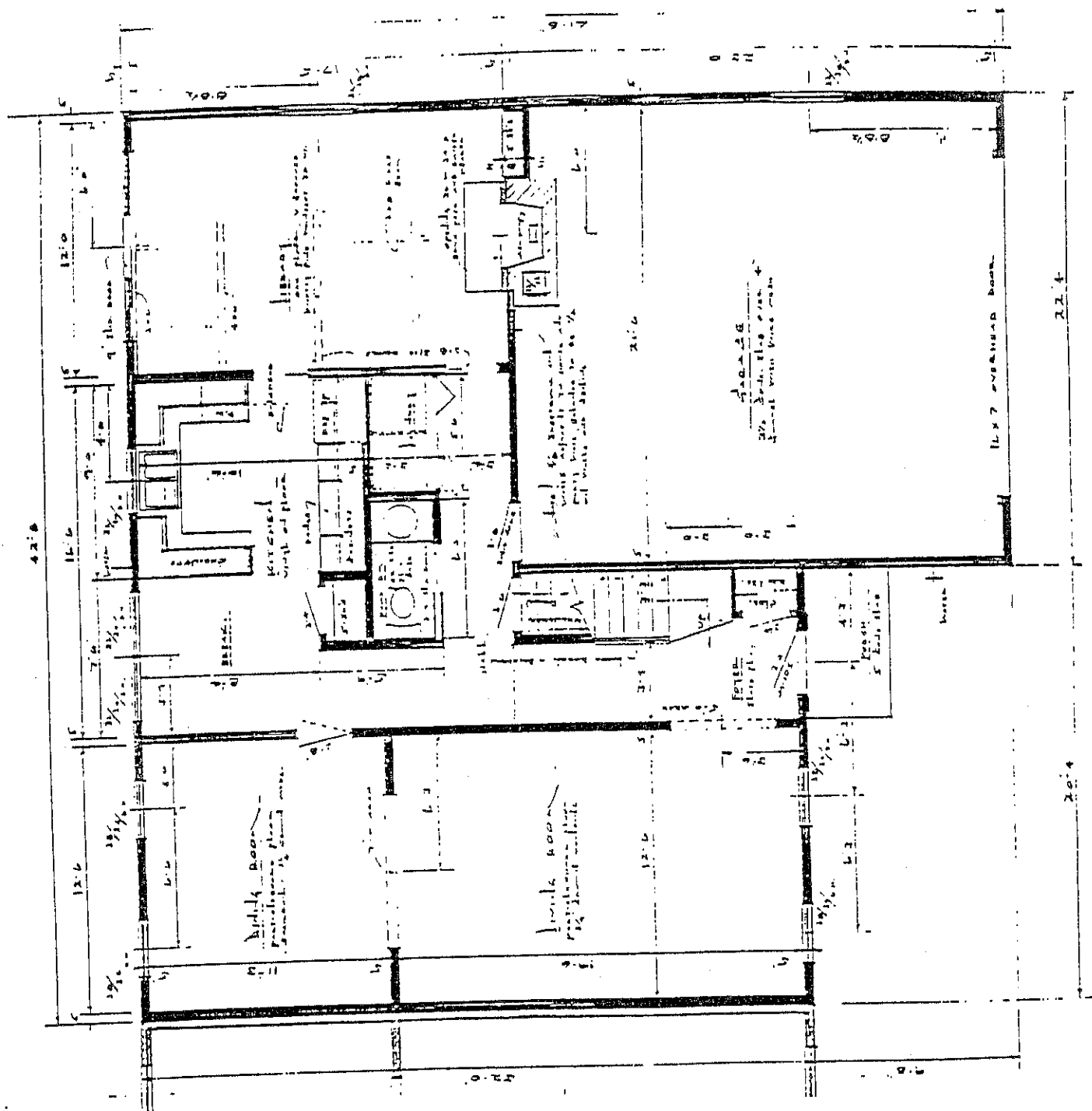


Unit "B"

Note: Unit "A" is the reverse of Unit "B".

Basement Floor Plan

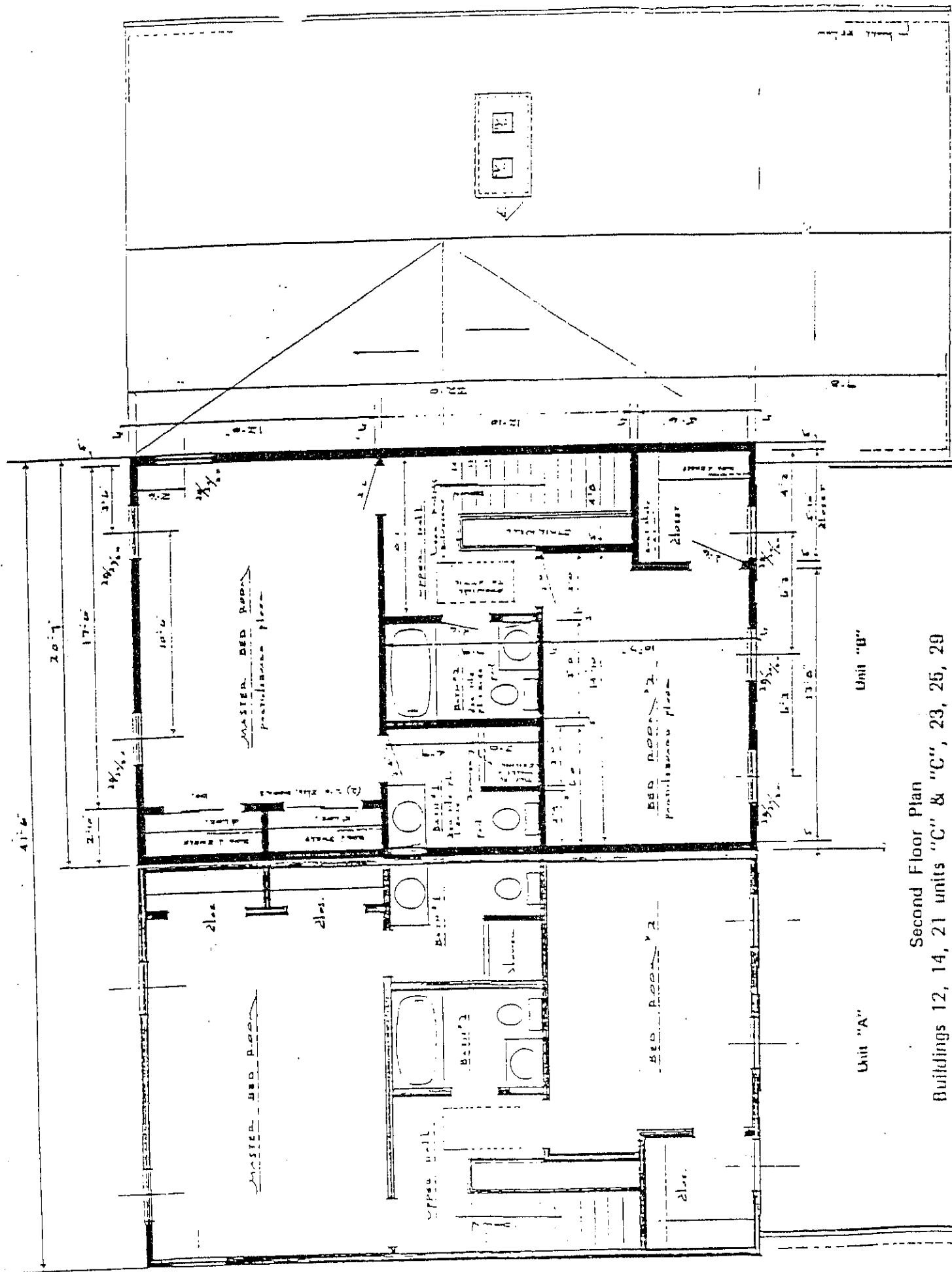
Buildings 12 14 21 units "C" & "D" 23 25 29



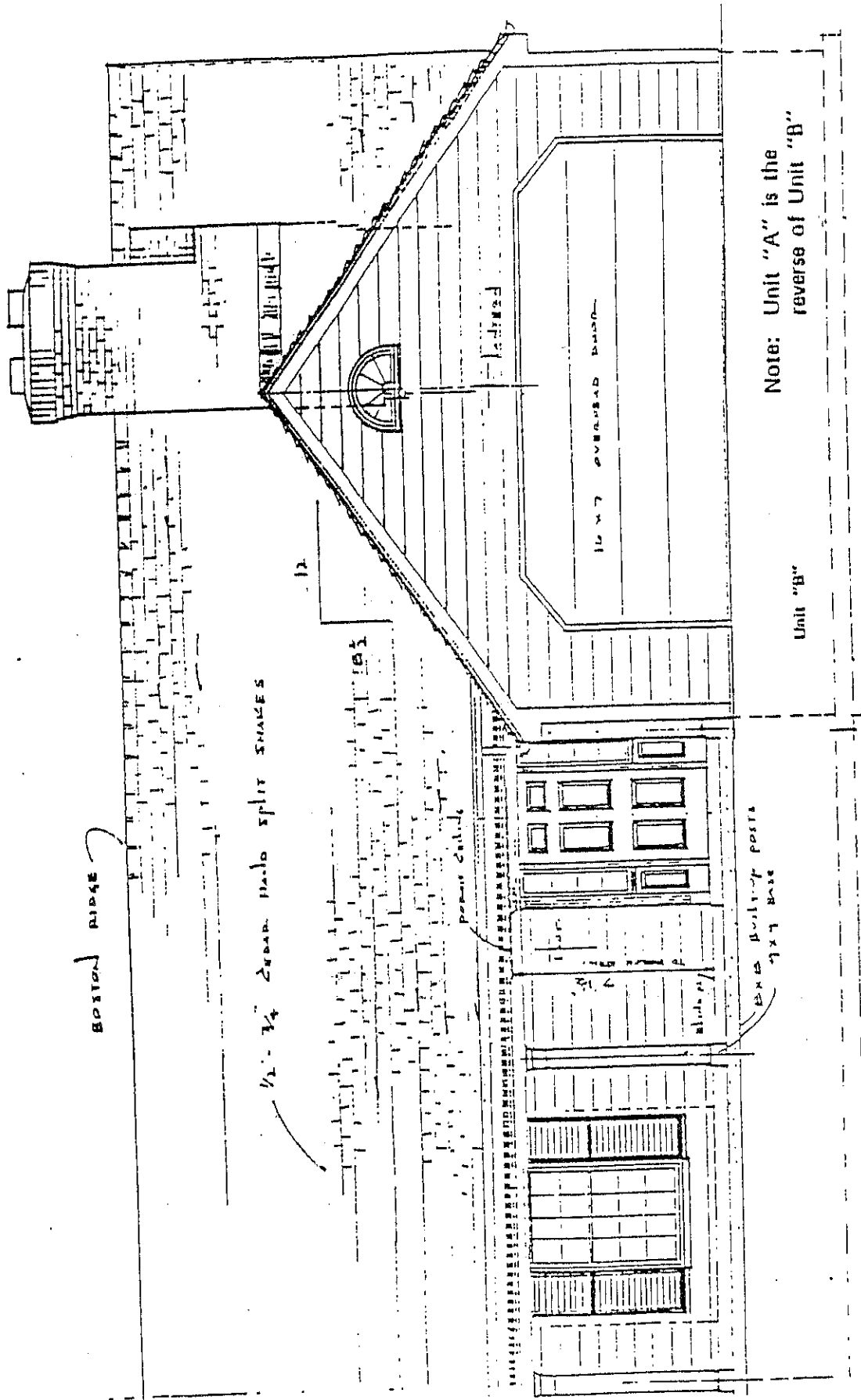
Unit "A"

Note: Unit "A" is the

First Floor Plan



Second Floor Plan
Buildings 12, 14, 21 units "C" & "C", 23, 25, 29

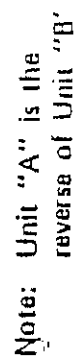


Note: Unit "A" is the reverse of Unit "B"

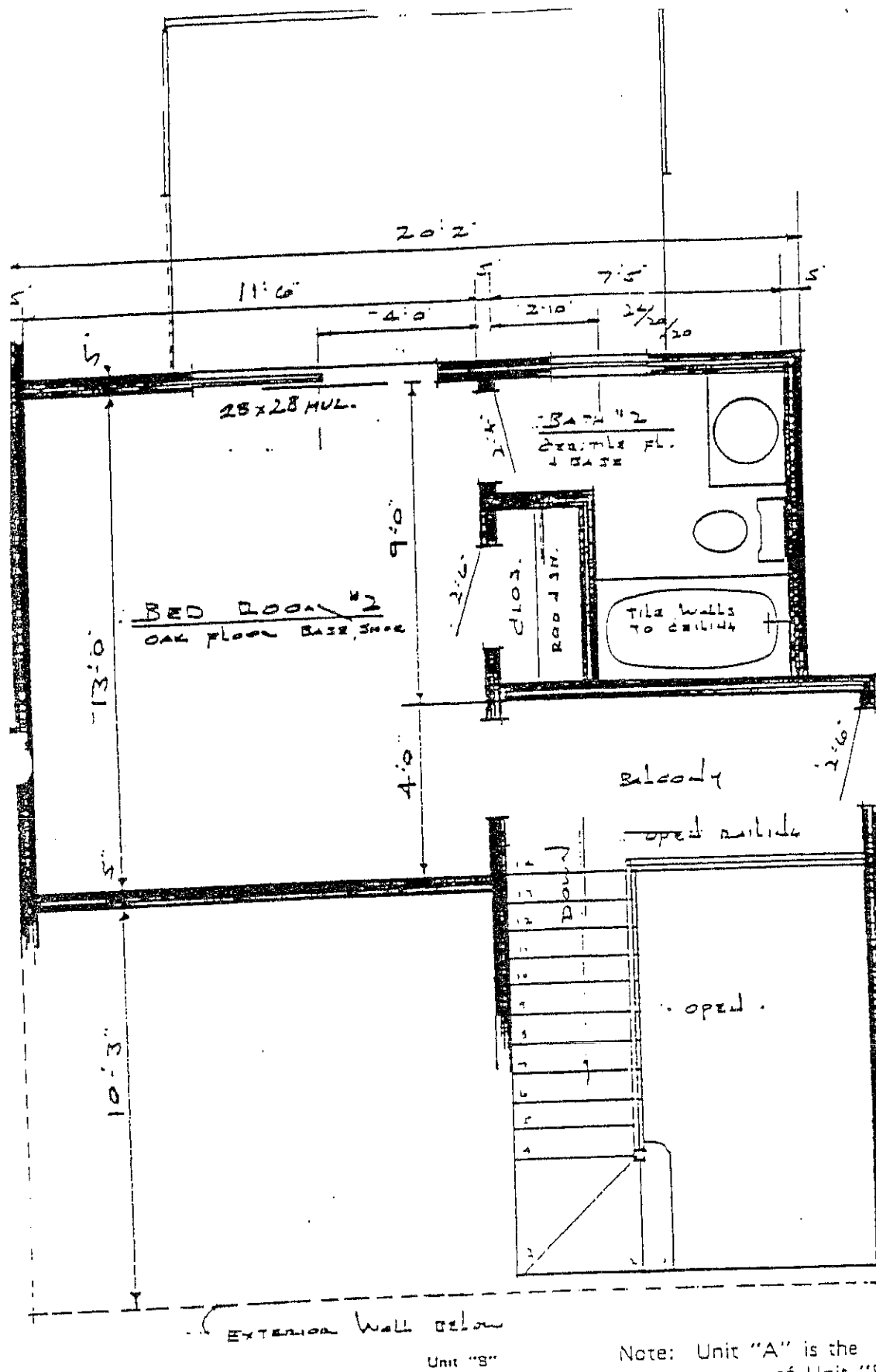
Unit "B"

Front Elevation
Buildings 11, 13, 17, 19, 20, 21 units "A" & "B", 22, 24, 26, 28

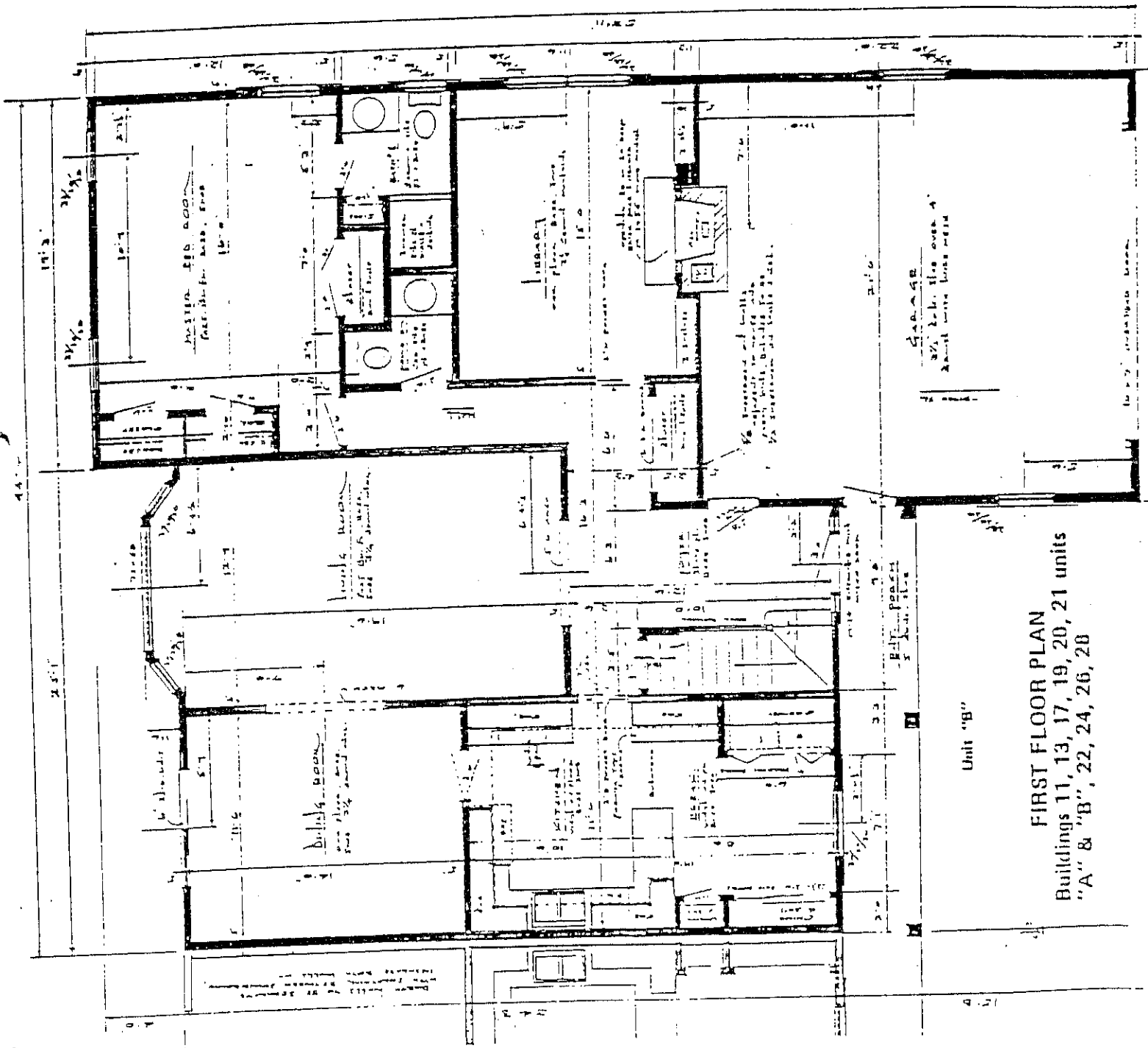
Exhibit 27



BASEMENT FLOOR PLAN
Buildings 11, 13, 17, 19, 20, 21 units
"A" & "B", 22, 24, 26, 28

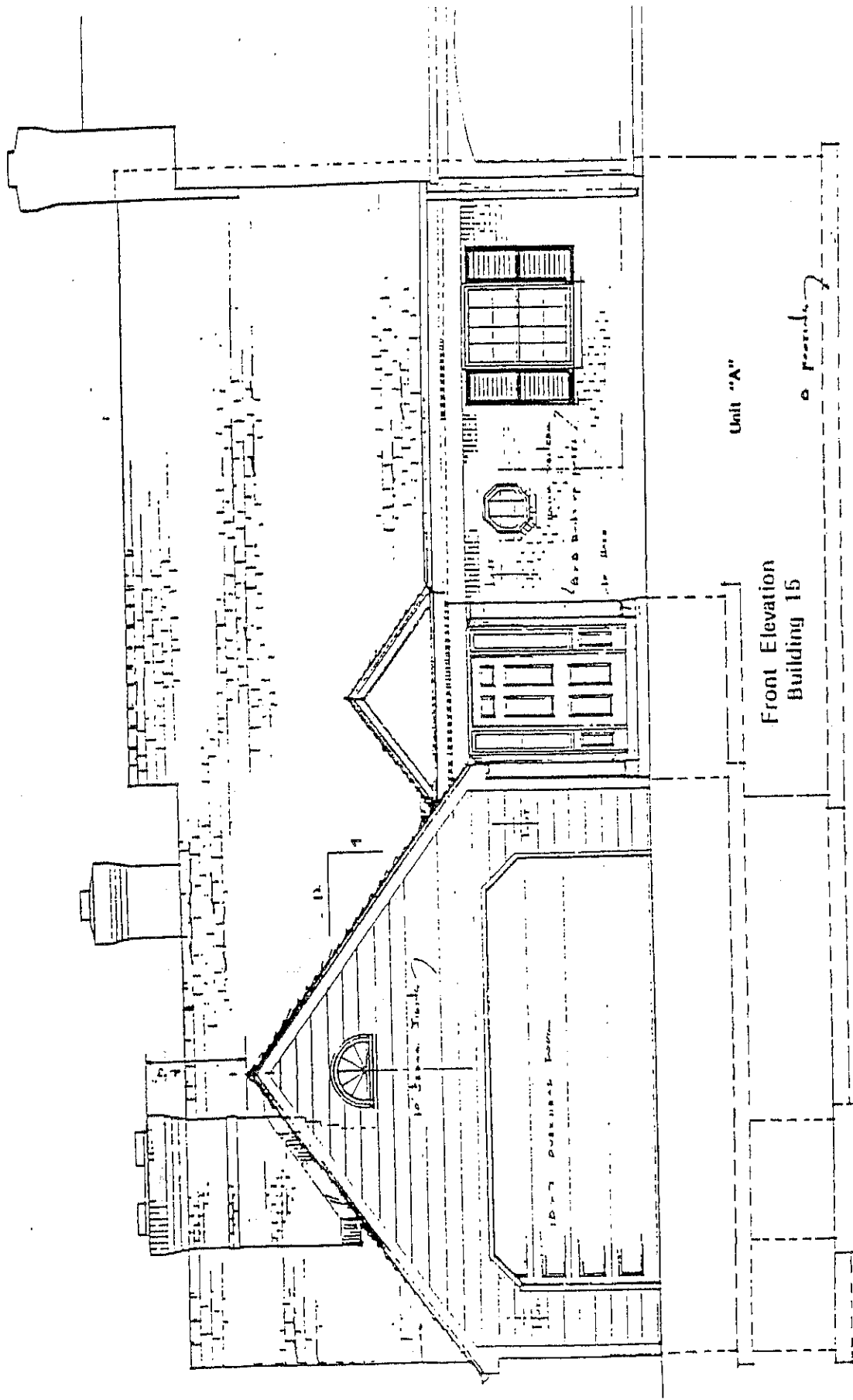


Second Floor Plan
Buildings 11, 13, 17, 19, 20, 21 units "A" & "B", 22, 24, 26, 28



Note: Unit "A" is the reverse of Unit "B"

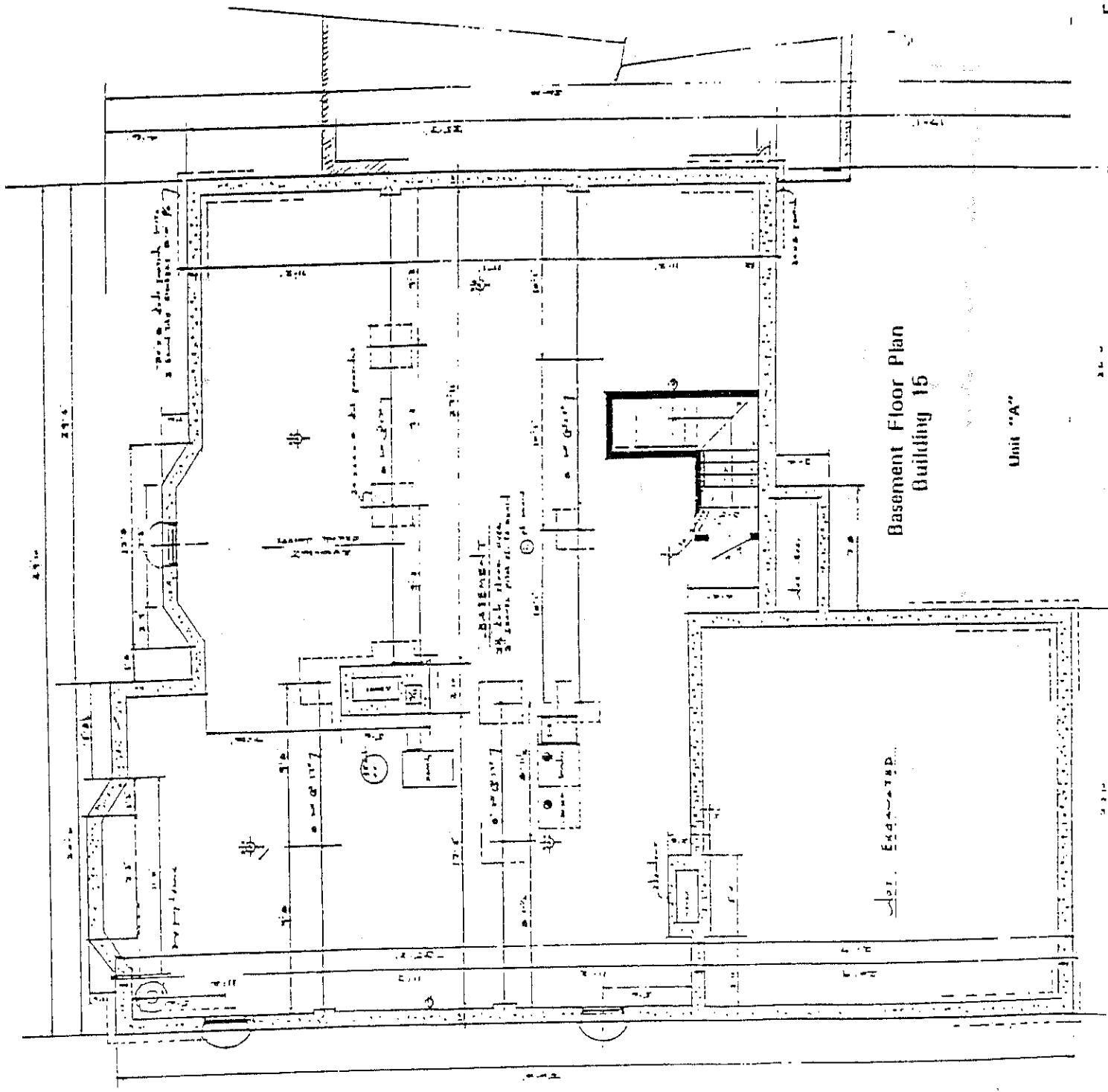
FIRST FLOOR PLAN
Buildings 11, 13, 17, 19, 20, 21 units
"A" & "B", 22, 24, 26, 28



Unit "A"

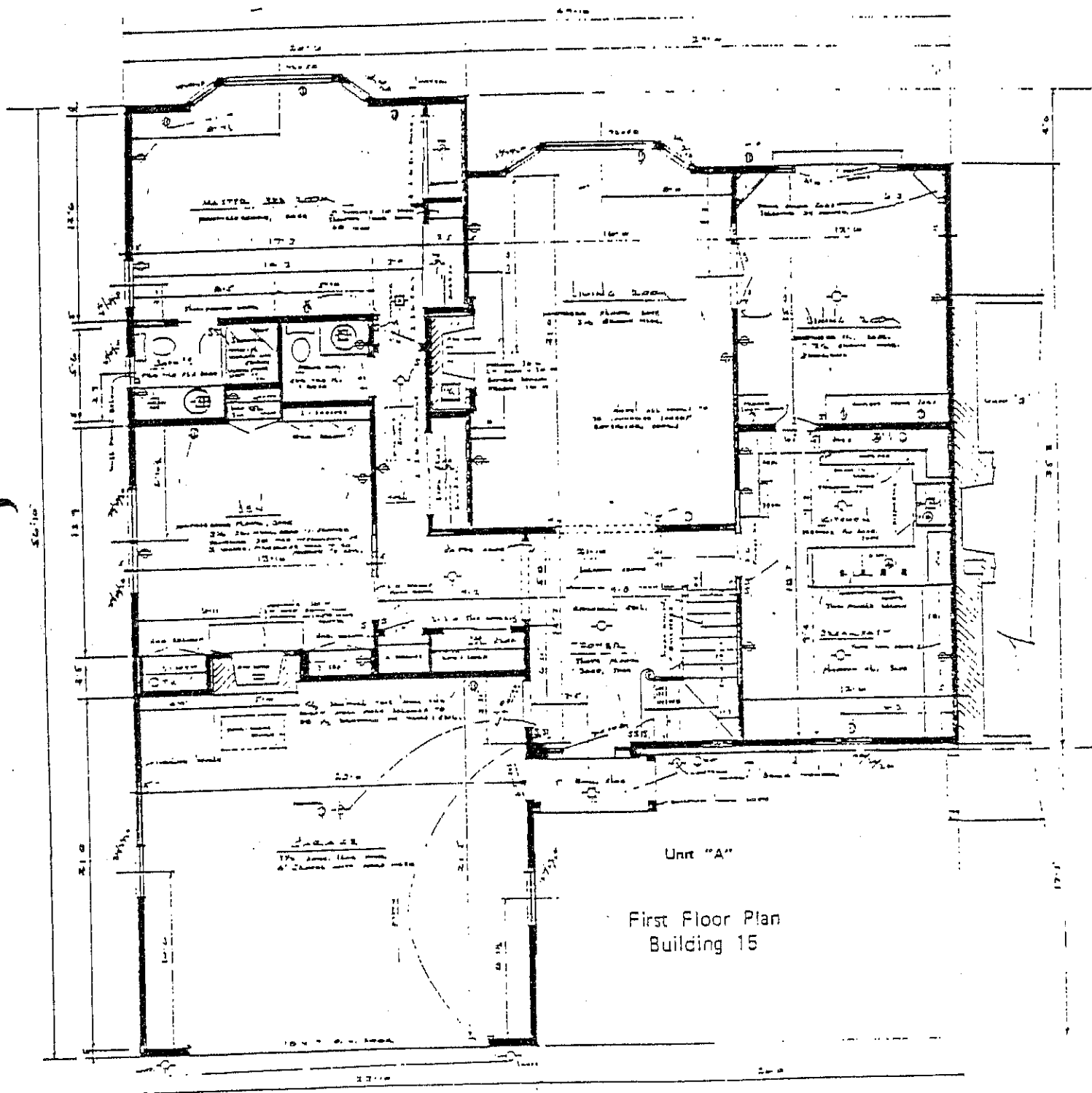
Front Elevation
Building 15

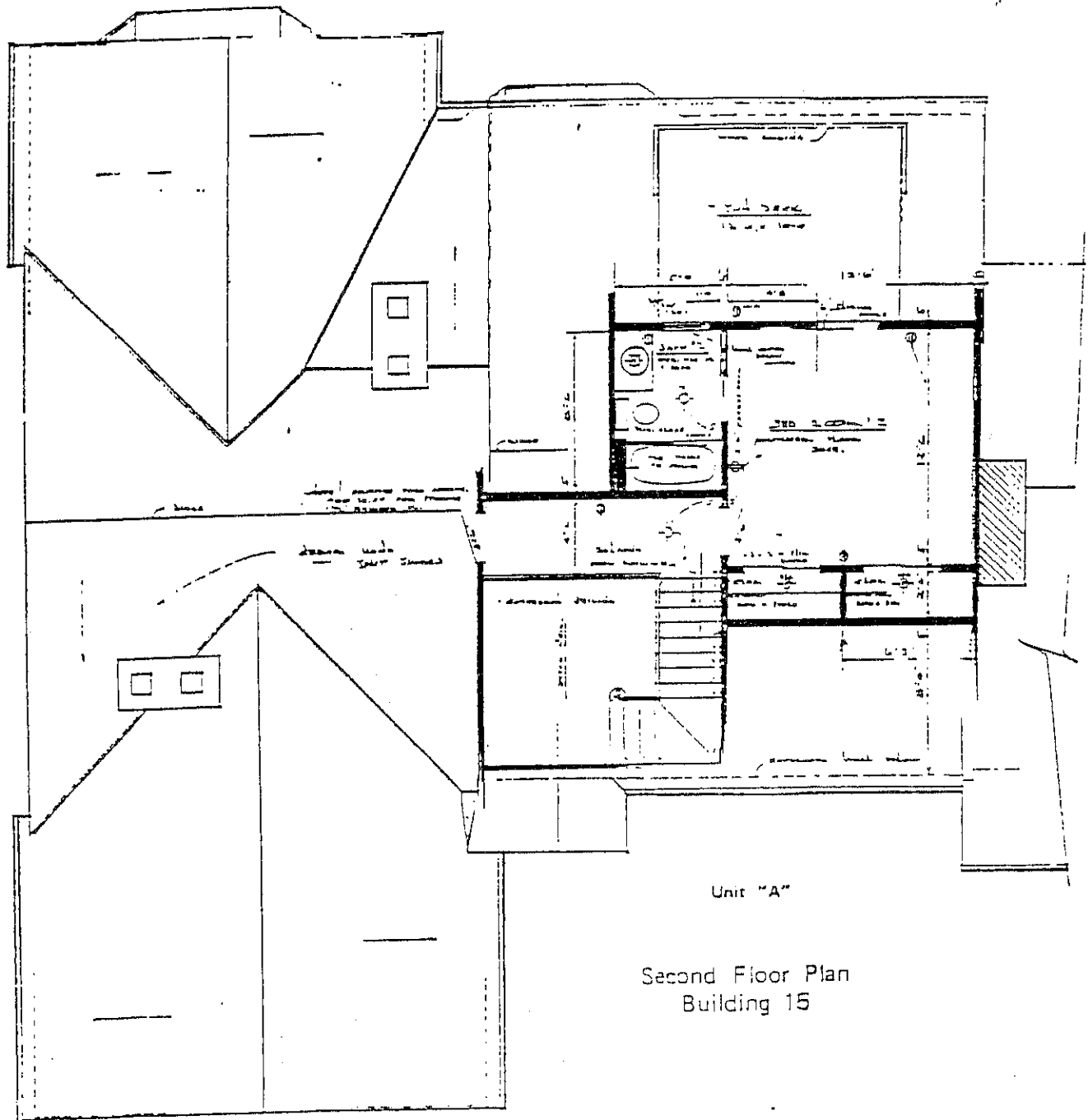
o p r o n d e n g

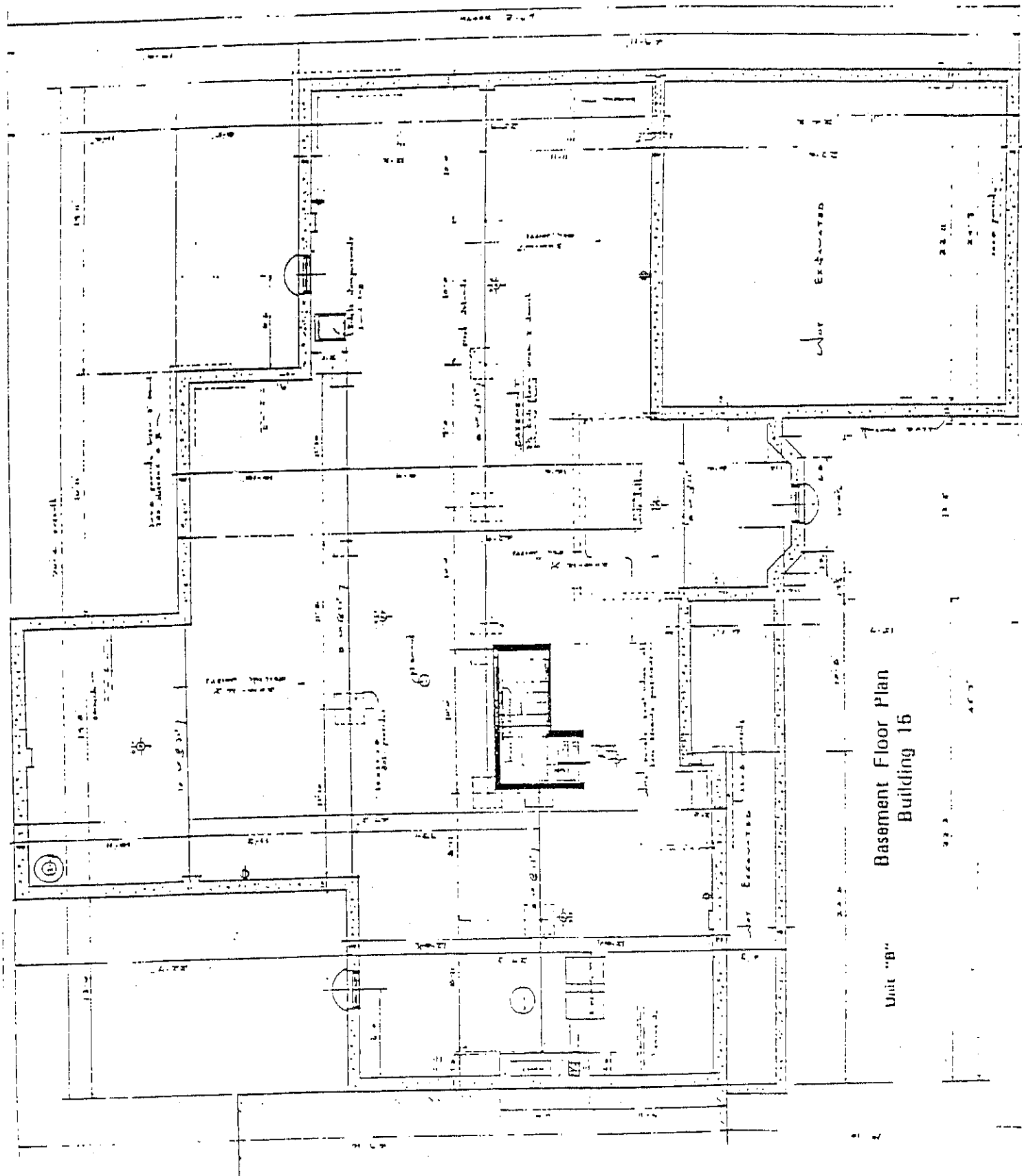


Basement Floor Plan
Building 15

Unit "A"

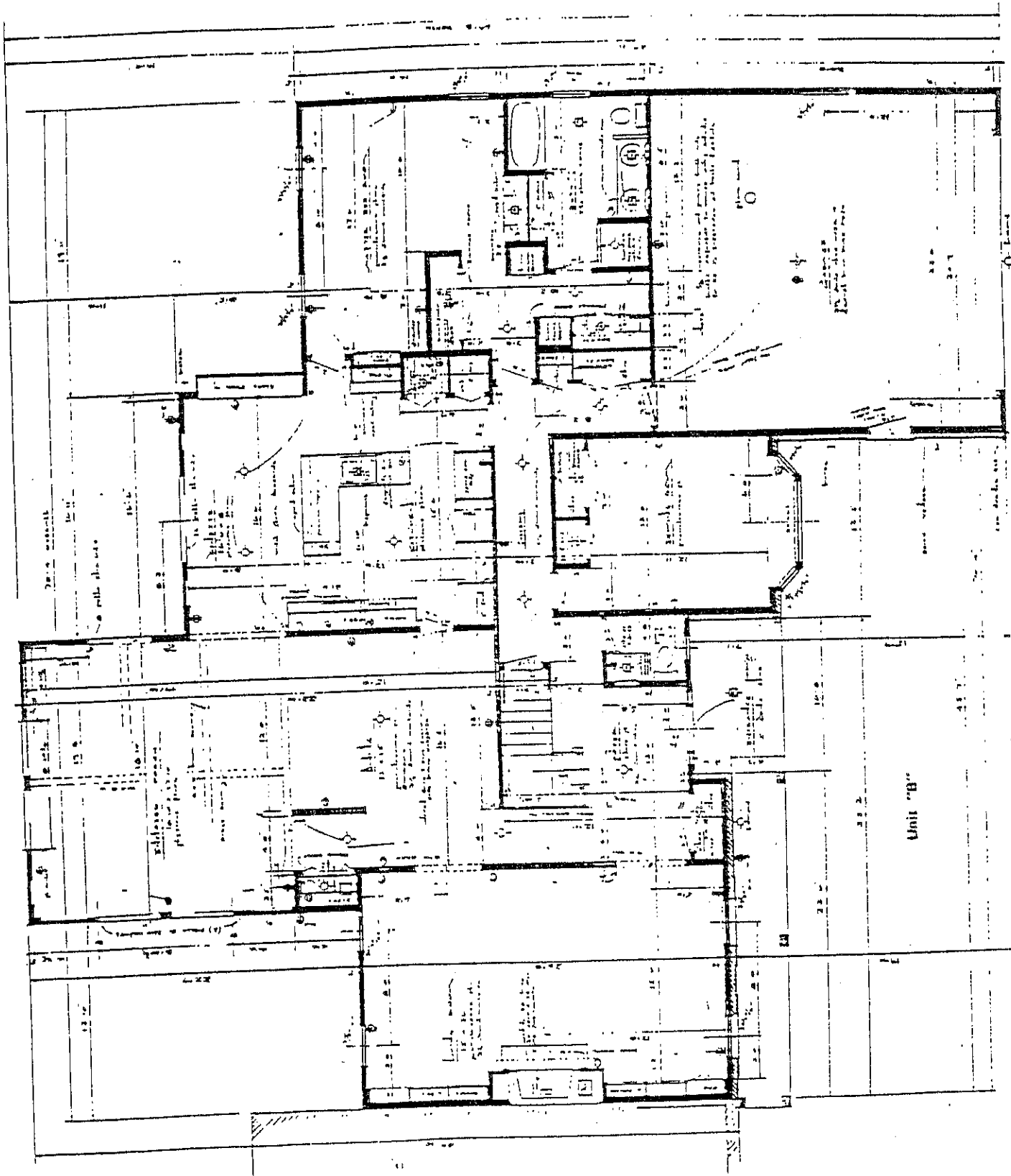


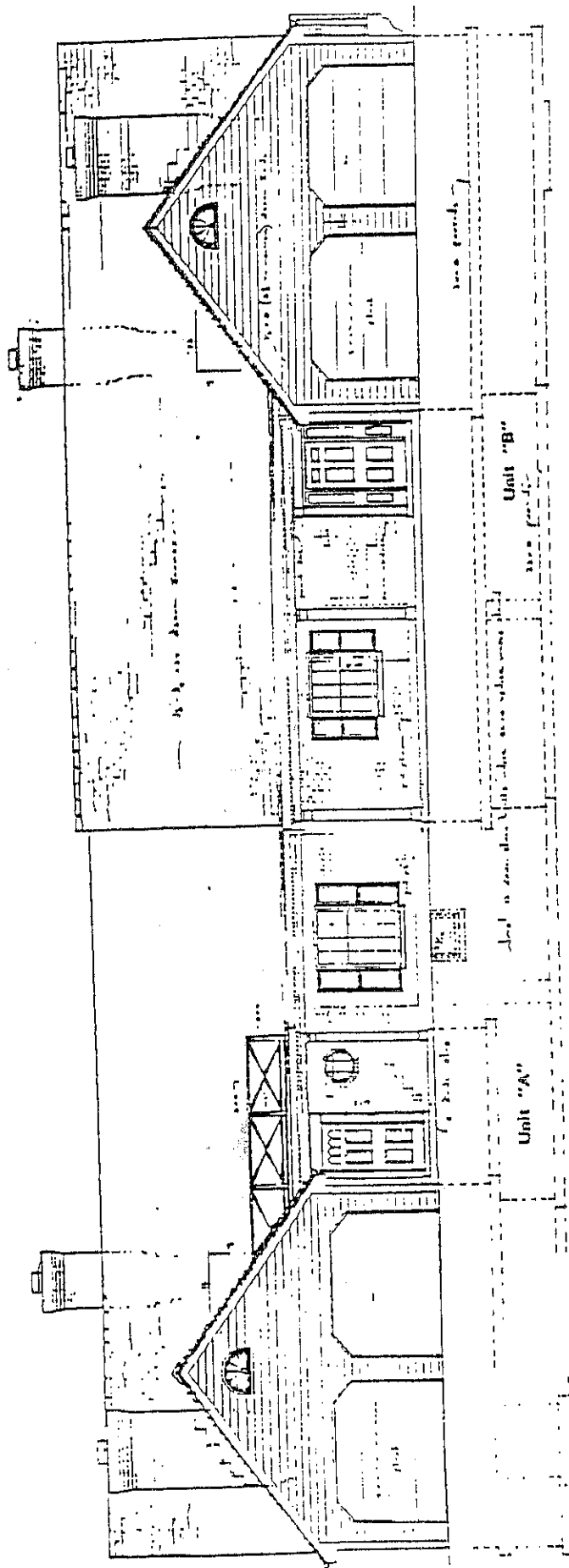




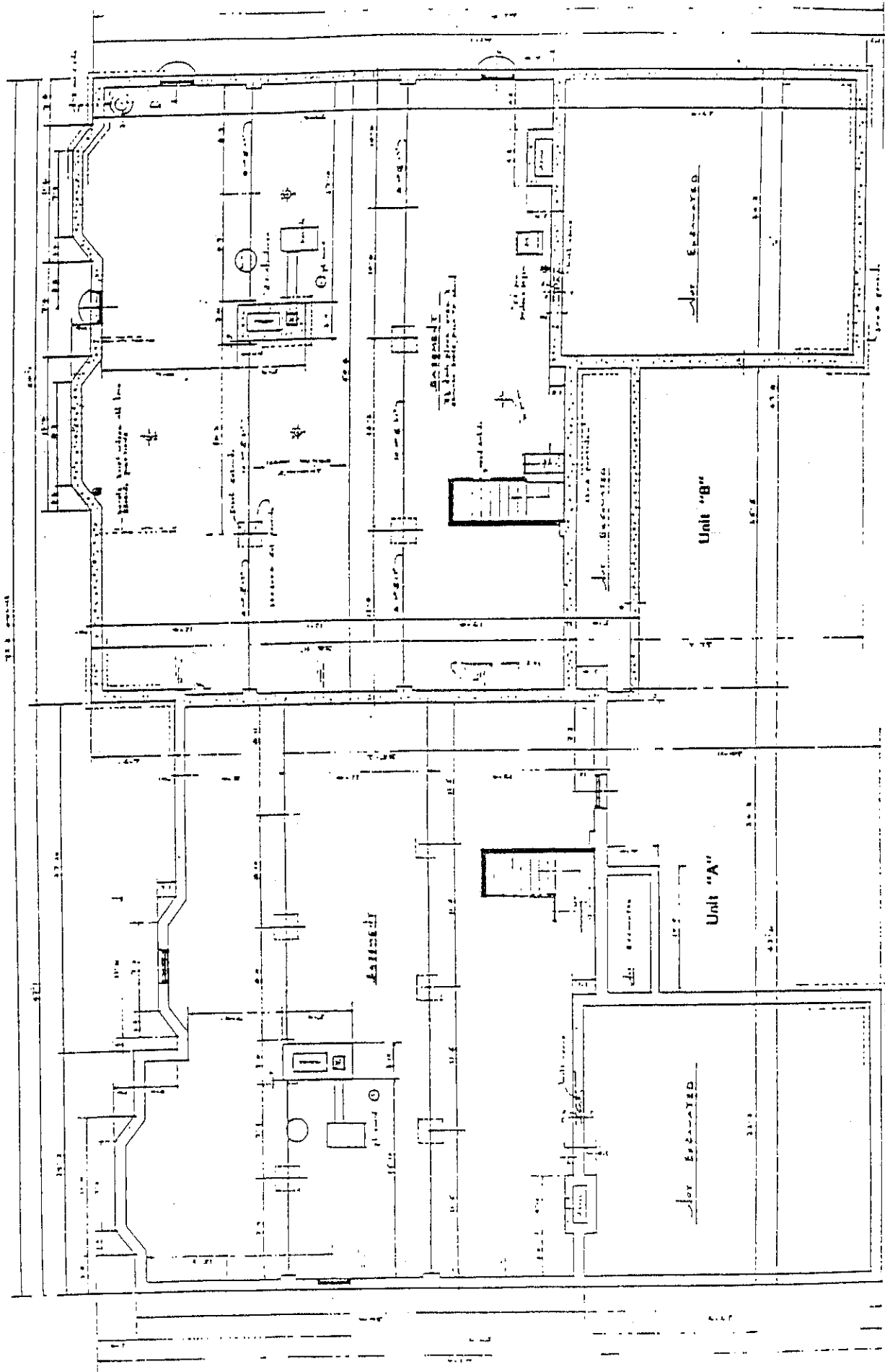
Basement Floor Plan
Building 15

Unit "B"

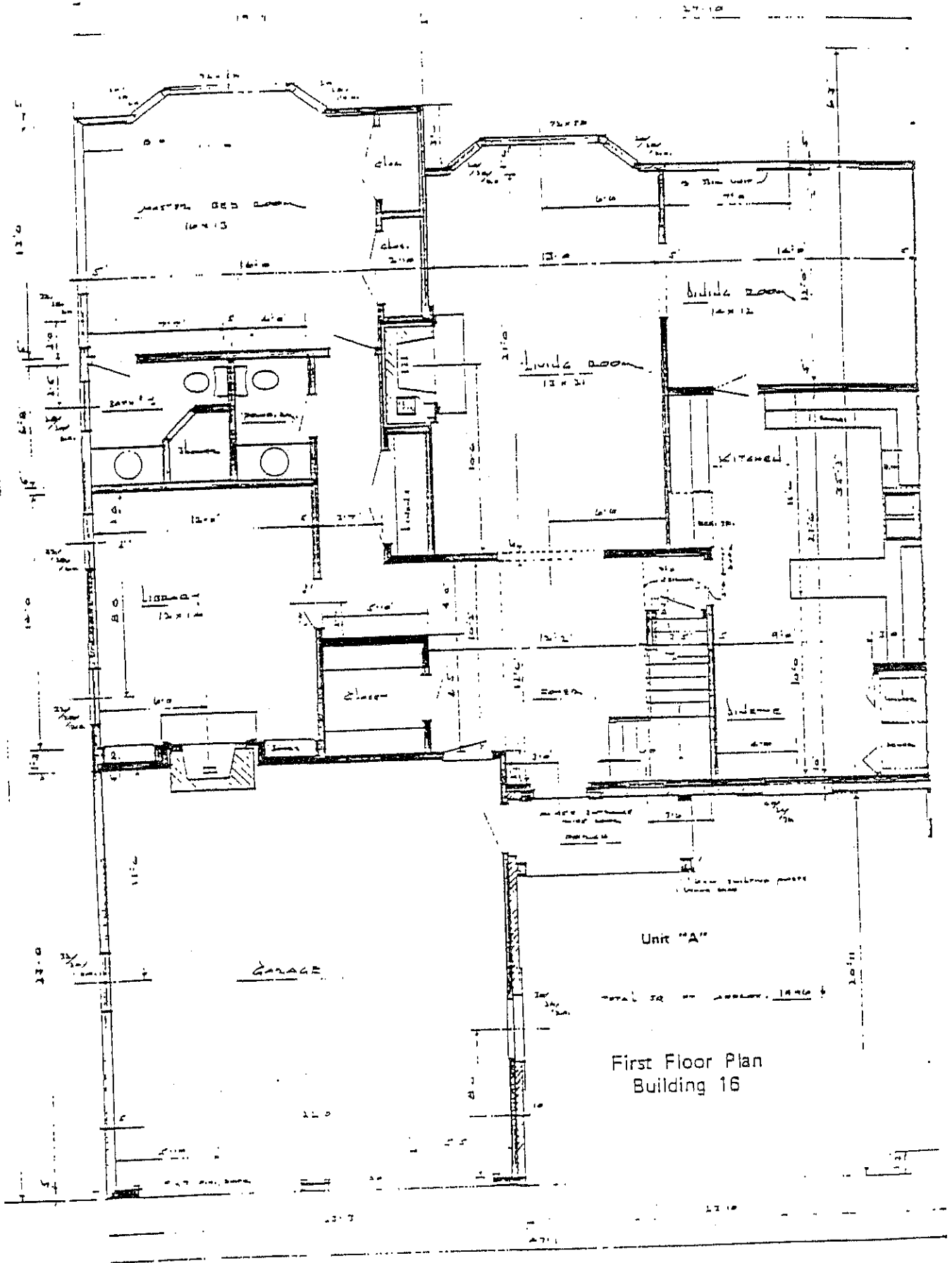


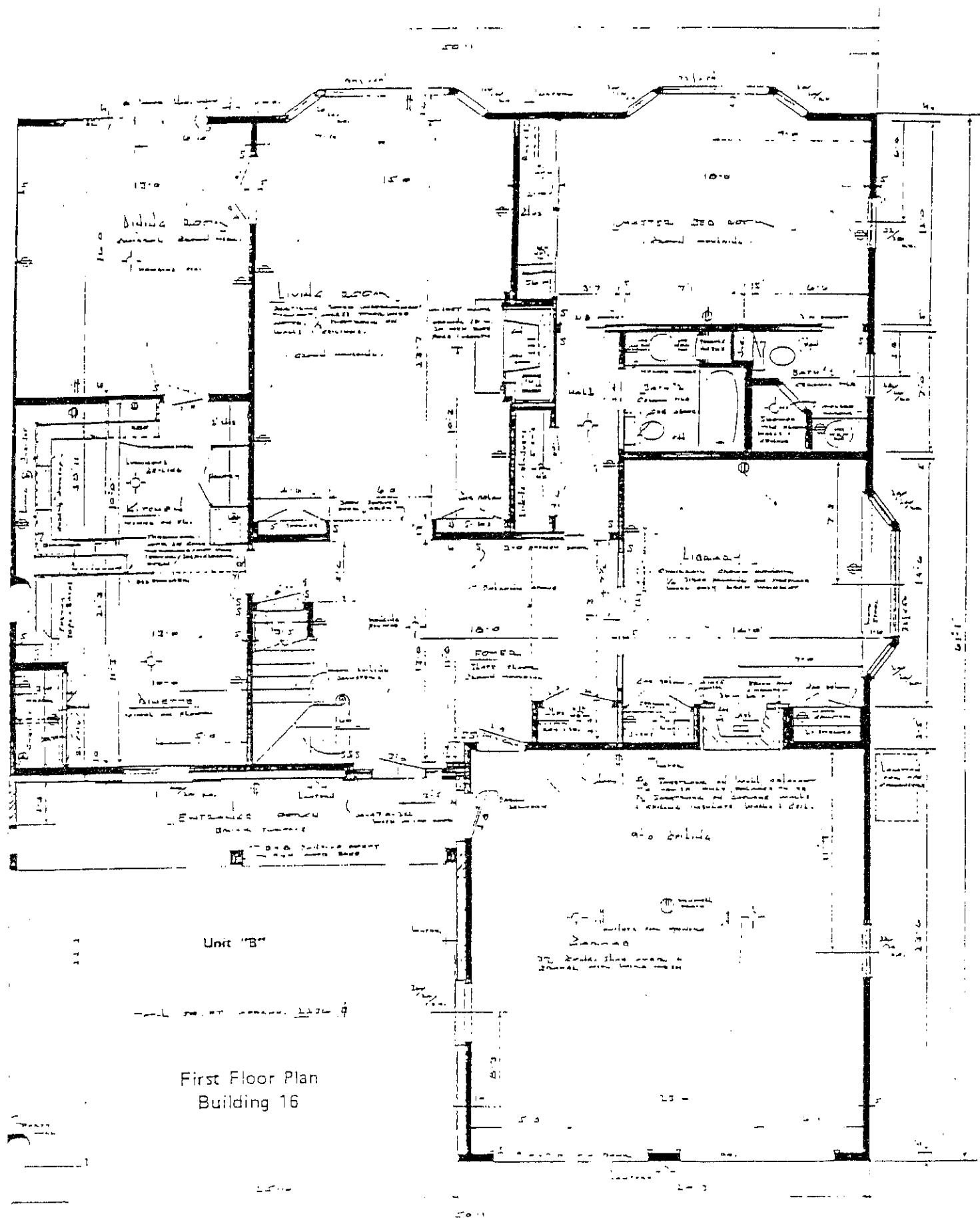


Front Elevation
Building 16

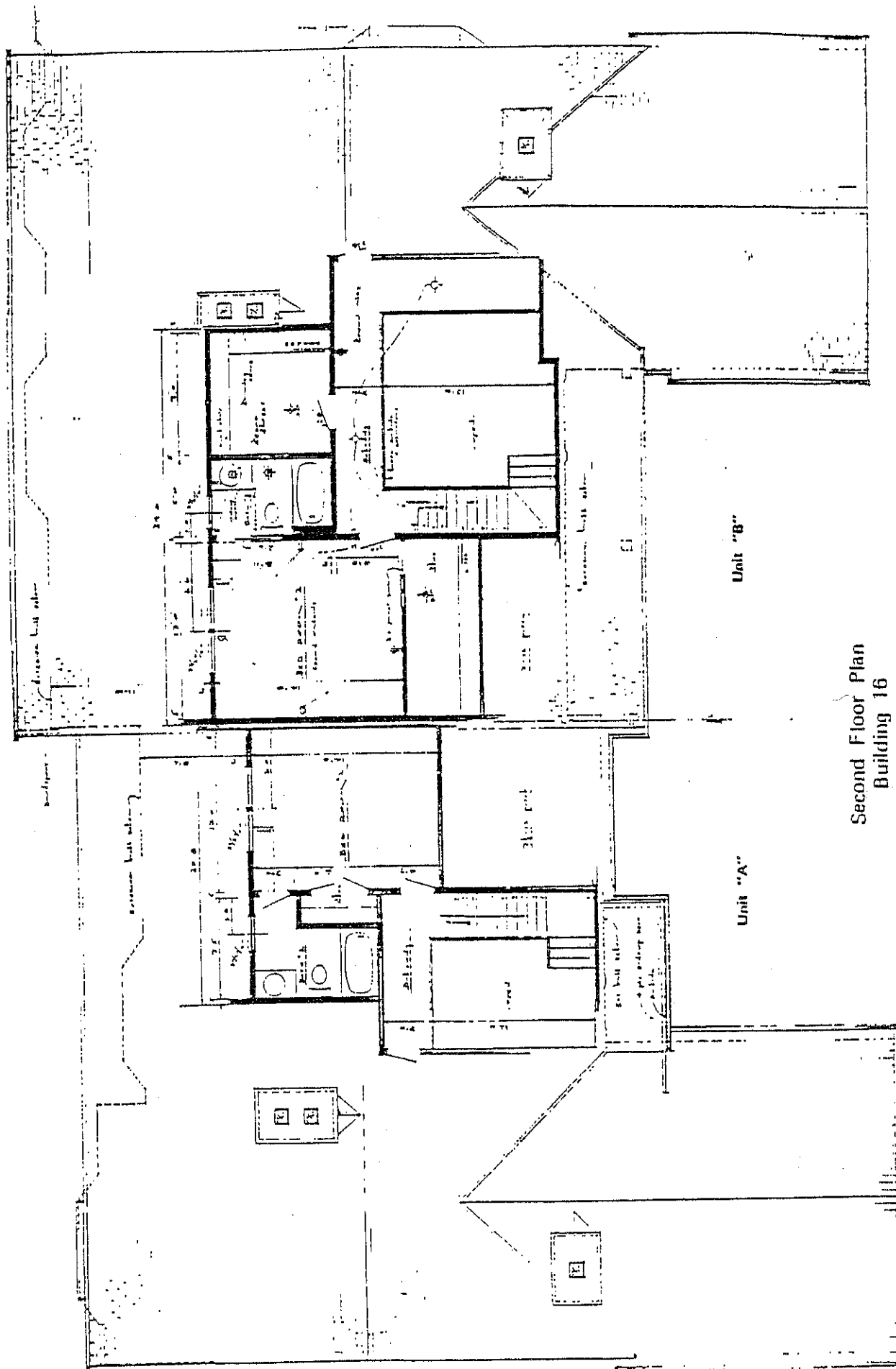


Basement Floor Plan
Building 16

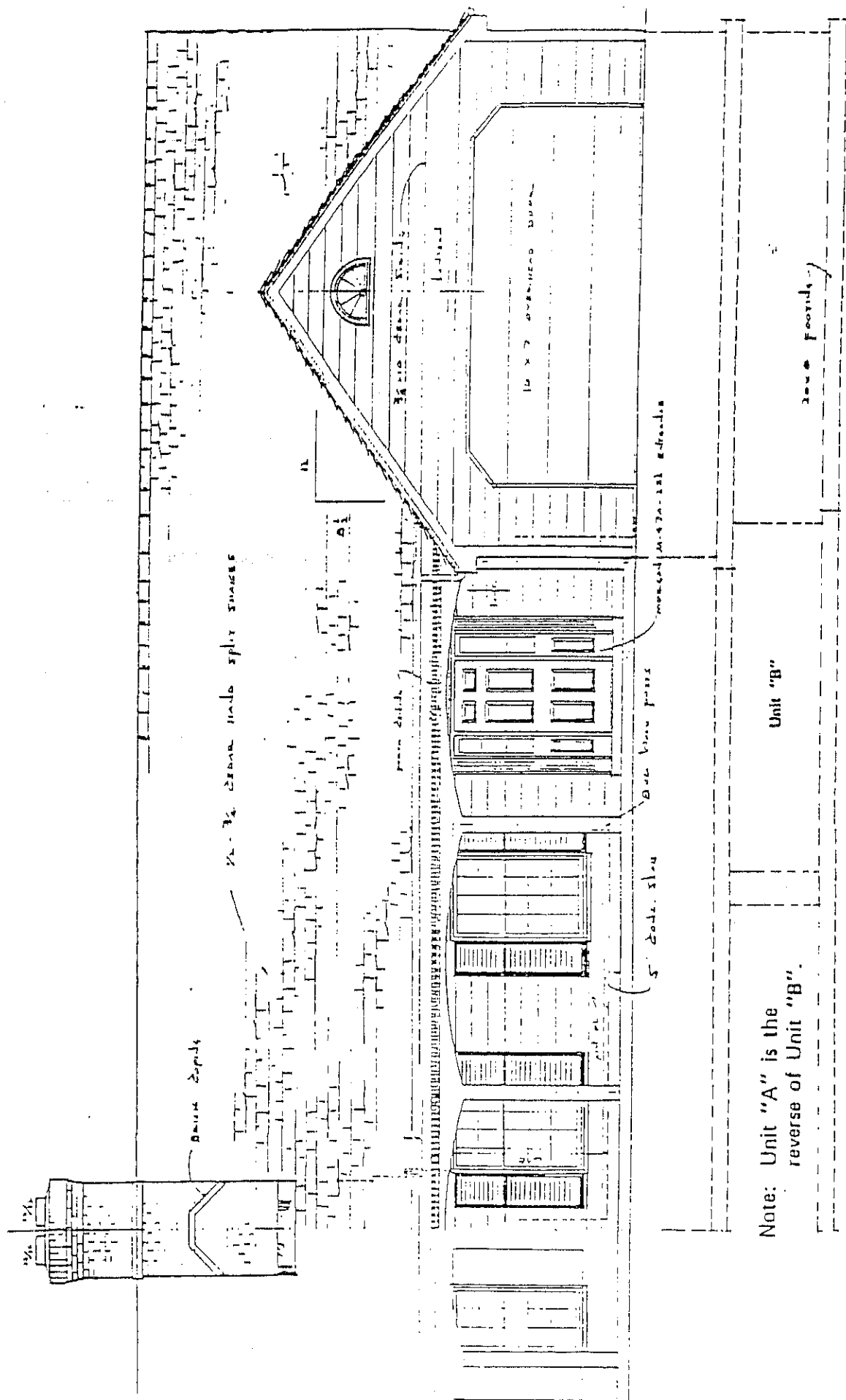




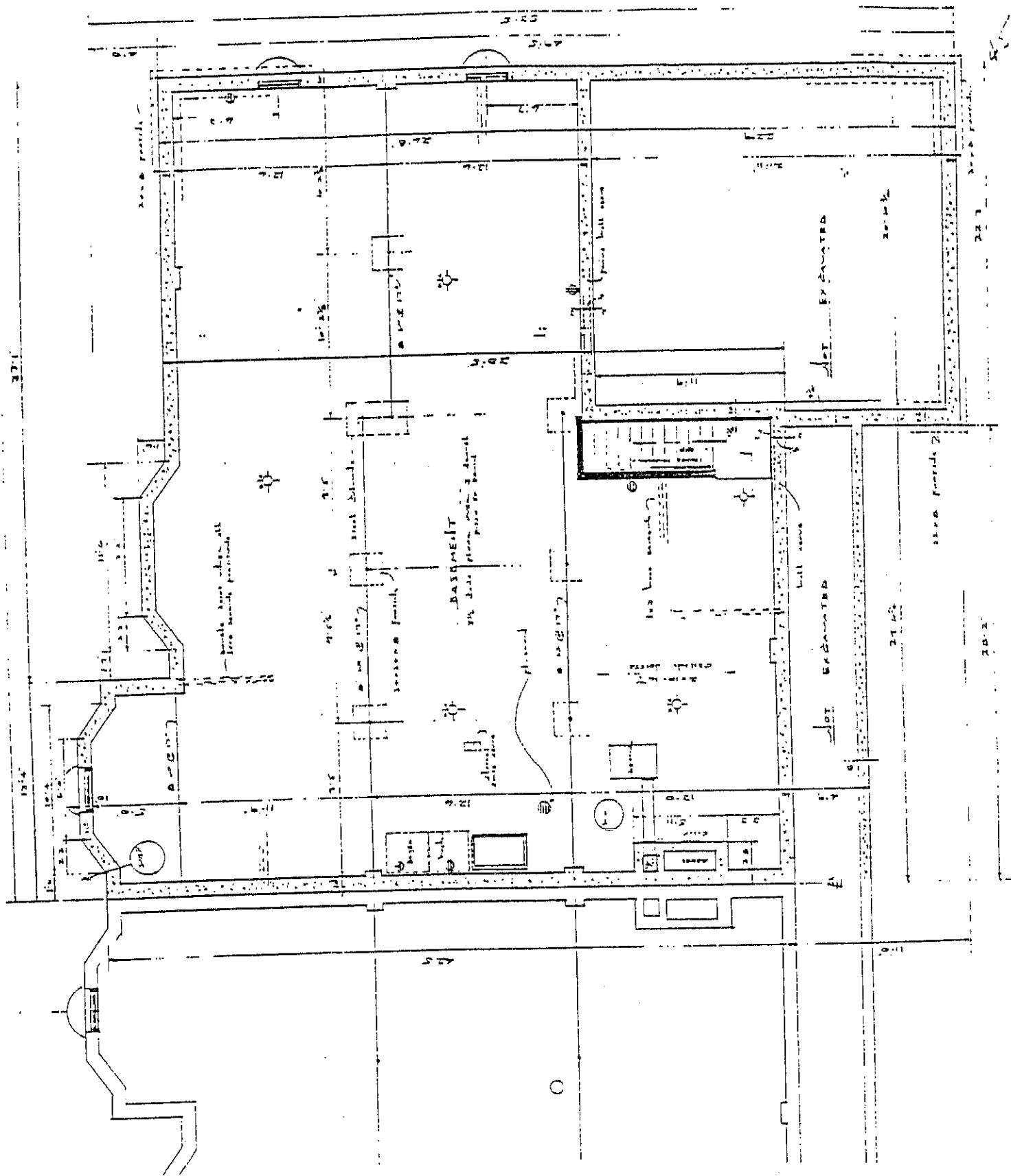
First Floor Plan
Building 16



Second Floor Plan
Building 16

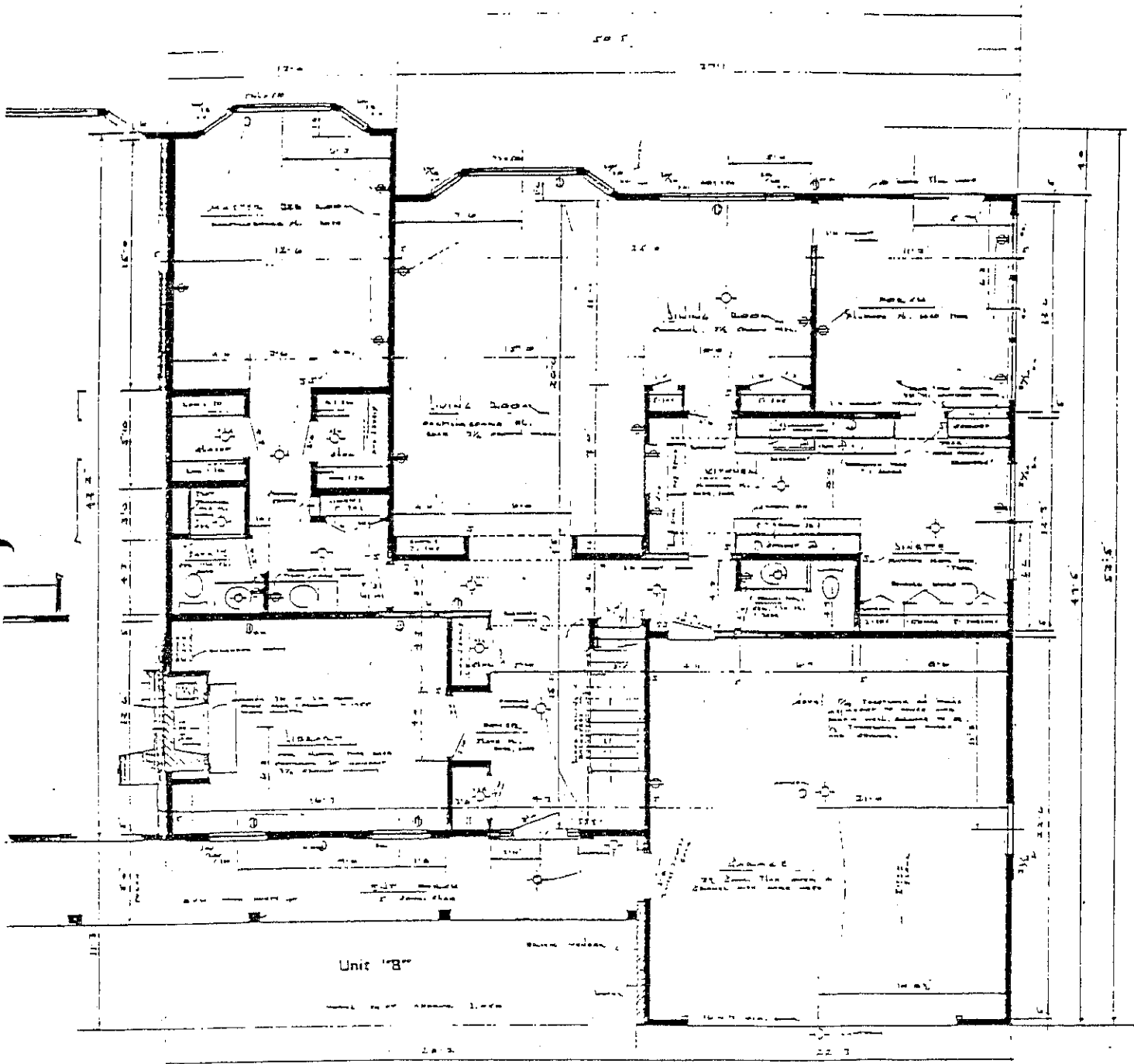


Front Elevation
Building 18



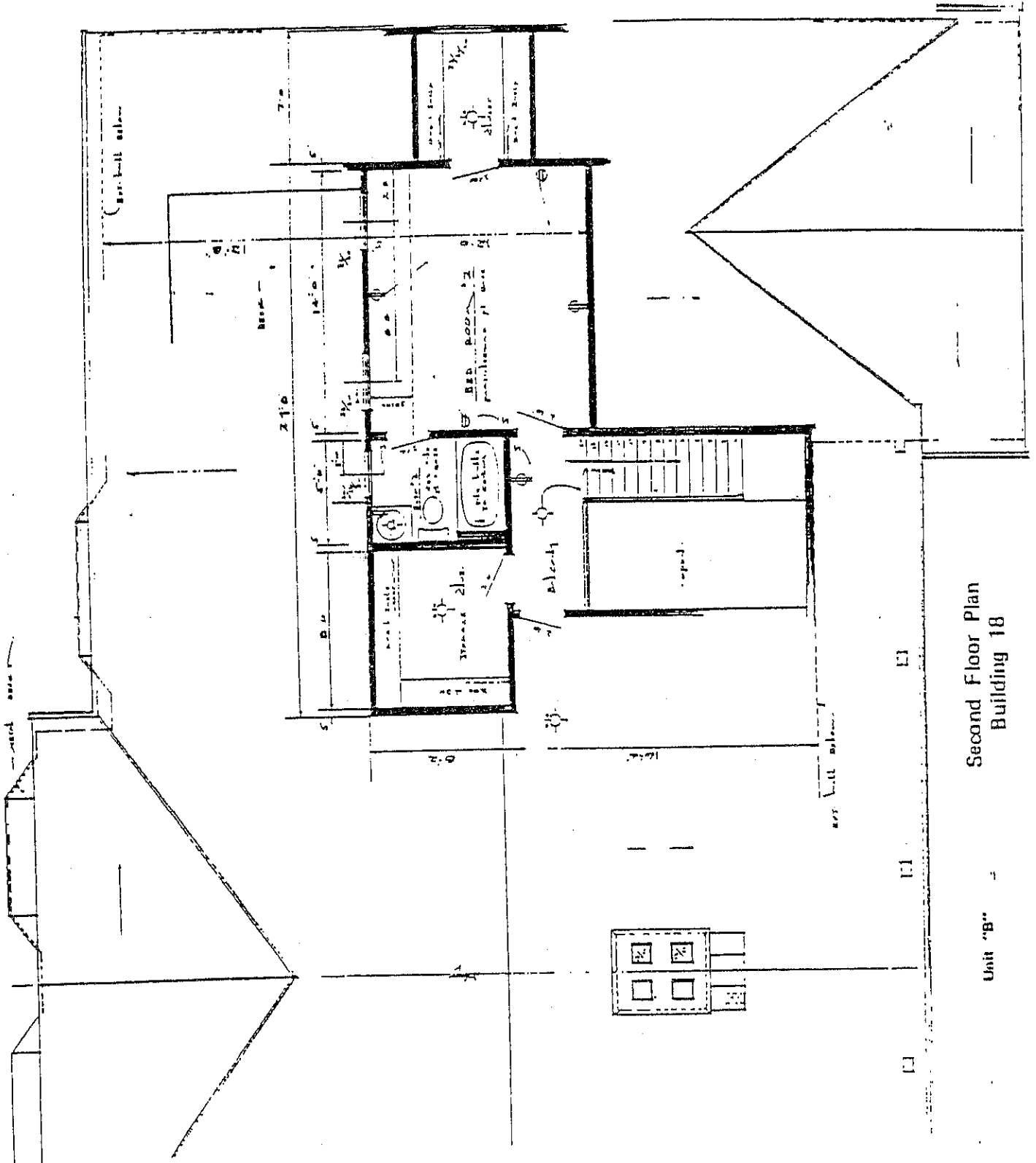
Note: Unit "A" is the

Basement Floor Plan



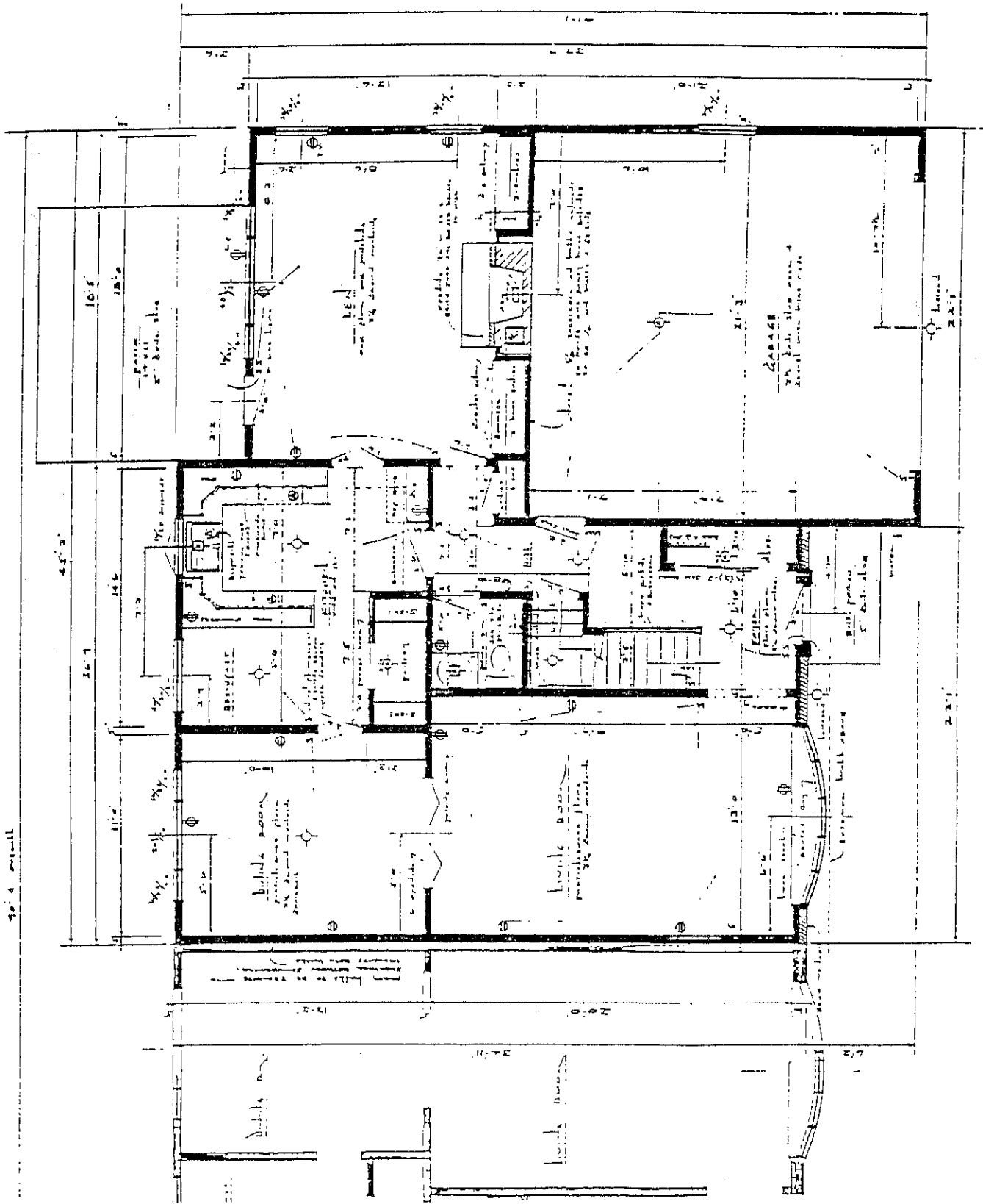
First Floor Plan
Building 18

Note: Unit "A" is the
reverse of Unit "B".



Note: Unit "A" is the
reverse of Unit "B"

70' 4" overall



Note: Unit "A" is the reverse of Unit "B".

First Floor Plan
Building 27

Unit "B"

RECORDED

OCT 19 3 01 PM '73

Kenrik Corporation
by *[Signature]*

This is to certify that the drawings shown on Exhibits B-23 through B-51 are accurate representations of all the floor plans of the respective buildings on file with and approved by the City of Mequon.

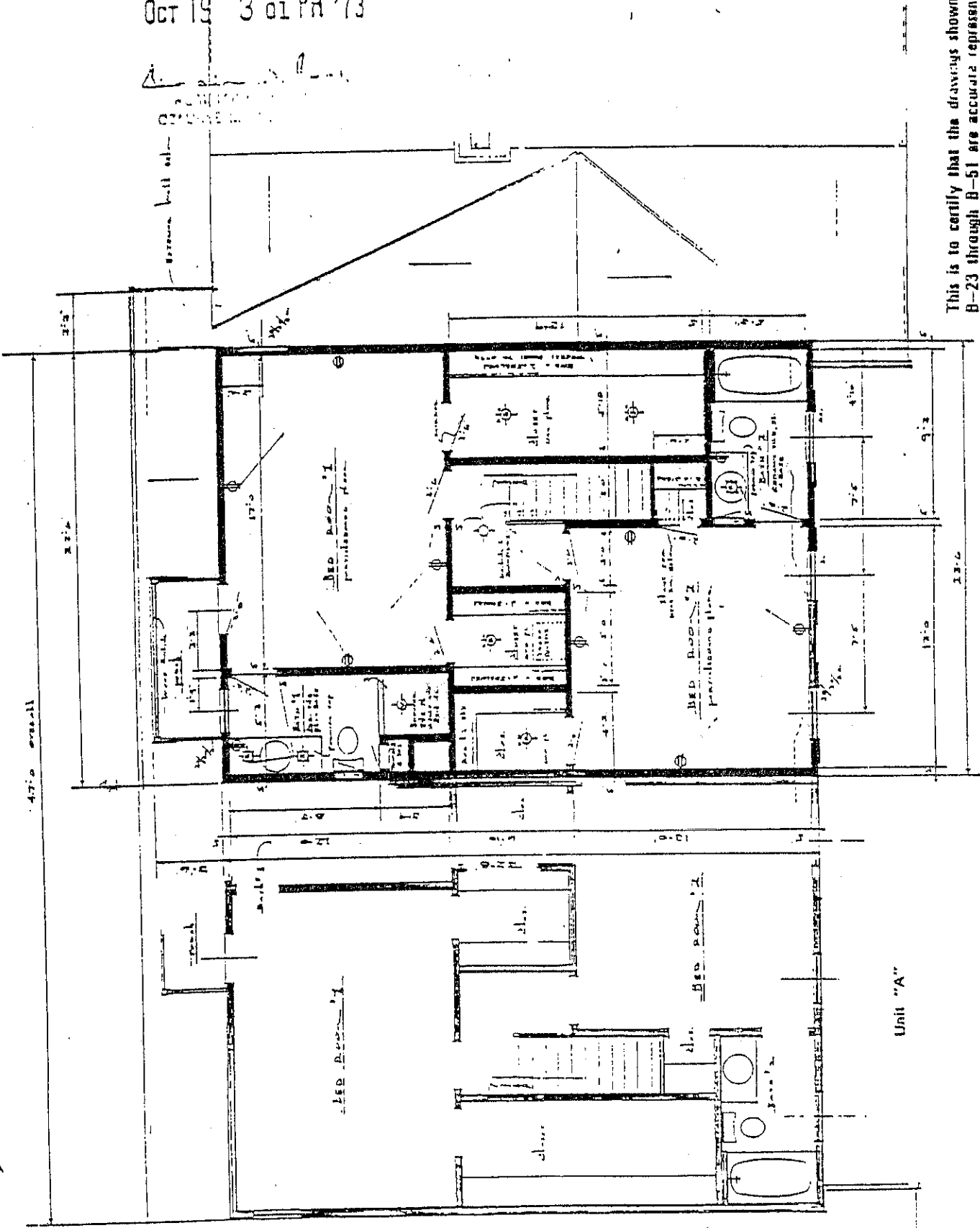
Kenrik Corporation

by *[Signature]*

Exhibit 51

Unit "B"

Second Floor Plan
Building 27



CEDAR CABLES CONDOMINIUM
SECOND AMENDMENT TO
DECLARATION OF CONDOMINIUM

WHEREAS, KENRIK CORPORATION, a Wisconsin corporation, as Declarant and pursuant to the Wisconsin Unit Ownership Act, executed a Declaration of Condominium dated November 28, 1972 affecting property in Ozaukee County, Wisconsin (the "Declaration") and caused the Declaration to be recorded on November 29, 1972 in the Office of the Register of Deeds of Ozaukee County, Wisconsin in Volume 312 of Records commencing on page 153 as Document No. 252431; and

WHEREAS, Declarant on its own behalf and by reason of the Power of Attorney to it contained in paragraph 11(b) of the Declaration executed a First Amendment to the Declaration of Condominium dated October 19, 1973 (the "First Amendment") and caused the First Amendment to be recorded on October 19, 1973, in said Office in Volume 332 of Records commencing on page 83 as Document No. 260034; and

WHEREAS, Declarant has determined that it is in the best interests of the project to continue development in the present mode of two-family buildings rather than larger buildings so that instead of the three-family building (Building 20) and the four-family building (Building 21) as shown on Exhibit B as recorded with the First Amendment, three two-family buildings (Buildings 20, 21 and 30) should be constructed as shown on Amended Exhibit B attached hereto; and

WHEREAS, continuing with two-family buildings as so described will decrease the number of units in the project by one and, thereby, increase slightly the percentage of undivided interest in common areas and facilities appurtenant to each unit; and

WHEREAS, Declarant presently is the owner of one or more of the units described in the First Amendment;

NOW, THEREFORE, pursuant to the Wisconsin Unit Ownership Act and the Declaration, the Declaration is hereby amended as follows:

1. Paragraph 2 is amended and restated to read as follows:

2. Description of Buildings. Thirty buildings have been constructed or are in the process of construction (but visible commencement of work on site has not yet commenced on all buildings) upon the land with locations as shown on the plats of survey attached hereto as Exhibit A

(Buildings 1 through 10) and Amended Exhibit B (Buildings 11 through 30). Each building has a basement and one or two floors of living space. There are two condominium dwelling units (hereinafter called "units") in each building for a total of 60 units. The principal materials of which the buildings are and will be constructed are concrete block foundation and basement, wood frame, wood floors, brick and wood exterior and cedar, shake roof. The bathrooms contain tile floors. Each unit in each building has a separate heating and air-conditioning system and a separate water softener.

2. The reference to Buildings 20 and 21 in Exhibits 23 through 30 recorded with the First Amendment are hereby deleted and paragraph 3(a) is amended and restated to read as follows:

3. Description of Units. -

(a) The unit number of each unit and the approximate area, location, number of rooms and immediate common area to which it has access are shown on Exhibits A and Amended Exhibit B and on the set of floor plans of each building. The floor plans for Buildings 1 through 10 were recorded with the Declaration as Exhibits B-1 through B-22 and are incorporated herein by reference. The floor plans for Buildings 11 through 19 and 22 through 29 were recorded with the First Amendment as Exhibits 23 through 51 and are incorporated herein by reference. The floor plans for Building 20 are attached hereto as Exhibits 52 through 55 and the floor plans for Building 21 are attached hereto as Exhibits 56 through 59. The floor plans for Building 30 are the same as for Building 25 which were recorded with the First Amendment as Exhibits 23 through 26 and are incorporated herein by reference.

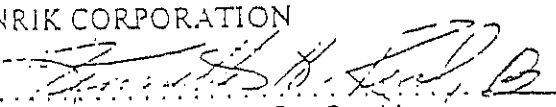
3. The reference to Exhibit B in paragraph 5 is amended to Amended Exhibit B.

4. The percentage of undivided interest in common areas and facilities (including limited common areas) appertaining to each unit and its owner and the percentage of votes to be given to each unit owner as stated in paragraph 6 is amended from 1.65 to 1.67.

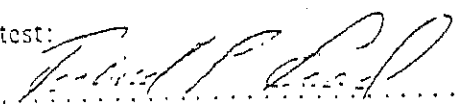
IN WITNESS WHEREOF, this document has been executed by Kenrik Corporation as Declarant and as the owner of one or more units as of October 15th, 1975.

KENRIK CORPORATION

BY


Kenneth H. Read, Jr., President

Attest:


Richard P. Read, Secretary



A Community Presence

December 29th, 2016

Dear Cedar Gables Homeowner

Re: Declaration Amendment / Asphalt Shingle

Enclosed for your review and file is the Amendment of Condominium Declaration dated October 17, 2016 and recorded November 3, 2016. Please attach it to your personal copy of the Declaration.

According to the terms of the Amendment unit owners will be able to use asphalt shingles given that the roof mate agrees to transition the cedar shake to asphalt shingle at the same time.

Also included is a newly adopted Rule to reflect and help guide homeowners in making a transition to an asphalt shingle. It includes a checklist that the contractor and homeowner can use to guide them to be within the specifications needed for the asphalt shingle roof.

If you have any questions related to the Amendment or its terms and provisions please contact Hunt Management.

Thank you.

Sincerely,

Hunt Management Incorporated
Management Company for
Cedar Gables Condominium Association, Inc.

Michael Tietjen, CMCA, AMS
Property Manager

6/10-11-161



8 1 6 0 6 1 2
Tx:4122386

Document Number

**FOURTH AMENDMENT TO
DECLARATION OF CEDAR GABLE
CONDOMINIUM**

NOV 03 2016

1041099

RONALD A. VOIGT
OZAUKEE COUNTY
REGISTER OF DEEDS
RECORDED ON
10/28/2016 9:59 AM
REC FEE: 30.00
PAGES: 4
EXEMPT #:

THIS AMENDMENT to Paragraph 2 of the Second Amendment to the Declaration of Condominium was adopted by a unanimous vote of the board of directors at a properly held board meeting.

The legal description for Cedar Gables Condominium is the following:

All units in Cedar Gables Condominium existing under and by virtue of the Wisconsin Condominium Unit Ownership Act, Chapter 703, Wisconsin Statutes, by Declaration dated November 28, 1972 and Recorded in the office of the Register of Deeds of Ozaukee County, Wisconsin, on November 29, 1972 in Reel 312, Page 153, as Document No. 252431, as amended. Said condominium being located in the City of Mequon, Ozaukee County, State of Wisconsin on the real estate described in said declaration incorporated here and by reference thereto.

Recording Area

Name and Return Address

Attorney Adam S. Bazelon
Levine & Bazelon, S.C.
8989 N. Port Washington Rd., Suite 211
Milwaukee, WI 53154

\$ 30 E

Parcel Identification Number (PIN)

CEDAR GABLES CONDOMINIUM

FOURTH AMENDMENT TO DECLARATION OF CONDOMINIUM

Paragraph 2 of the Declaration of Condominium (as amended by Second Amendment to Declaration) is amended and restated to read as follows:

2. Description of Buildings.

Thirty buildings have been constructed upon the land with locations as shown on the plats of survey attached to the Declaration and amendments thereto as Exhibit A (Buildings 1 through 10) and Amended Exhibit B (Buildings 11 through 30), which are incorporated herein by reference. Each building has a basement and one or two floors of living space. There are two condominium dwelling units (hereinafter called "units") in each building for a total of 60 units. The principal materials of which the buildings were originally constructed are concrete block foundation and basement, wood frame, wood floors, brick and wood exterior and cedar shake roof. The building materials—including, but not limited to, the siding and roofing materials—are subject to change. Any such structural or exterior change shall be approved by the Board of Directors. Each unit in each building has a separate heating and air-conditioning system.

[Remainder of page intentionally left blank]

I, Madeline Donnelly, being the President of Cedar Gables Association, Inc., do hereby certify that this amendment to the Declaration of Condominium was passed by the unanimous vote of the Board of Directors of the Association of Unit Owners at a meeting duly held in accordance with the provisions of the By-Laws.

Signed this 17th day of October, 2016.

Madeline Donnelly
(Sign name)

Print name: Madeline Donnelly
Title: President of Cedar Gables Association, Inc.

ACKNOWLEDGEMENT

State of Wisconsin)
County of Ozaukee) ss.

Personally came before me this 17 day of October, 2016, the above-named Madeline Donnelly to be known to be the person who executed the foregoing instrument and acknowledge the same.

Billy Allen
Notary Public, State of Wisconsin
My commission expires: 5/16/2020

I, Kate Normoyle, being the Secretary of Cedar Gables Association, Inc., do hereby certify that this amendment to the Declaration of Condominium was passed by the unanimous vote of the Board of Directors of the Association of Unit Owners at a meeting duly held in accordance with the provisions of the By-Laws.

Signed this 18 day of OCTOBER, 2016.

Kate Normoyle
(Sign name)

Print name: KATE NORMOYLE

Title: Secretary of Cedar Gables Association, Inc.

ACKNOWLEDGEMENT

State of Wisconsin)
County of Ozaukee) ss.

Personally came before me this 18 day of October, 2016, the above-named Kate Normoyle to be known to be the person who executed the foregoing instrument and acknowledge the same.

[Signature]
Notary Public, State of Wisconsin
My commission expires: 5/16/2020

This document was drafted by:
Adam S. Bazelon, Esq.
Levine & Bazelon, S.C.
8989 N. Port Washington Rd., Suite 211
Milwaukee, WI 53217

CEDAR GABLE ASSOCIATION, INC.

DISCLOSURE MATERIALS

SECTION C

BY-LAWS

2013 Amended and Restated By-Laws
Of
Cedar Gables Association, Inc.

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2013

AMENDED AND RESTATED BY-LAWS

OF

CEDAR GABLES ASSOCIATION, INC.

ARTICLE I

NAME AND PURPOSE

1.1 Pursuant to the Articles of Incorporation of Cedar Gables Association, Inc., and the Condominium Declaration for Cedar Gables recorded in the Office of the Register of Deeds for Ozaukee County, Wisconsin (hereinafter "Declaration"), the following are adopted as By-Laws of Cedar Gables Association, Inc. (hereinafter sometimes referred to as the "Association"), which is a non-profit corporation formed and organized to serve as an Association of Unit Owners who own real estate and improvements (hereinafter called the "Property") under the condominium form of use and ownership, as provided in the Condominium Ownership Act under the laws of the State of Wisconsin and subject to the terms and conditions of the Declaration.

1.2 Applicability of the By-Laws and Definitions. The provisions of these By-Laws are applicable to the Property and to the use and occupancy thereof. These By-Laws shall be deemed covenants running with the land and shall be binding on the unit owners, their heirs, administrators, personal representatives, successors and assigns. The term "Property" and other terms used herein shall, unless the context or the Declaration requires otherwise, have the same meaning as the definitions contained in section 703.02 of the Wisconsin Condominium Ownership Act.

1.3 Office. The office of the condominium shall be at such location as the Board of Directors may from time to time designate.

ARTICLE II

BOARD OF DIRECTORS

2.1 Number and Qualifications. The affairs of the Property shall be governed by a Board of Directors which shall be composed of nine persons. The Board of Directors shall be composed of owners or spouses of owners, or, in the case of partnership owners, shall be officers, stockholders, or employees of such corporations, or in the case of fiduciary owners shall be the fiduciaries, or officers or employees of such fiduciaries.

2.2 Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association, except such powers and duties as by law or by the Declaration or by these By-Laws shall not be delegated to the Board of Directors by the unit owners. Subject to the foregoing, the Board of Directors shall have full power and authority reasonably necessary or desirable for the complete enforcement and administration of the Property and the provisions of the Wisconsin Condominium Ownership Act, the Declaration, the Articles of Incorporation and these By-Laws and rules and regulations hereunder, as set forth in the Articles, including, but not limited to, the following:

- (a) Operation, care, upkeep and maintenance of the common areas and facilities;
- (b) Determination of the amounts required for operation, maintenance and other affairs of the Property;
- (c) Collection of the common charges and individual charges from the unit owners;
- (d) Employment and dismissal of the personnel, as necessary for the efficient maintenance and operation of the Property;
- (e) Adoption and amendment of rules and regulations covering the details of the operation and use of the Property;
- (f) Opening of bank accounts on behalf of the Association and designating the signatories required therefor;
- (g) Obtaining insurance for the Property, including the units, pursuant to the provisions of Section 5.6 hereof; and
- (h) Making repairs, additions, improvements or alterations to the Property, and repairs to and restoration of the Property after damage or destruction by fire or other casualty.

2.3 Manager. The Board of Directors may employ for the Property a manager at a compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize, including, but not limited to the duties listed in Section 2.2 of this Article. Any delegation to the property manager is subject to oversight and review by the Board.

2.4 Election and Term of Office. At each annual meeting of the unit owners an election is held resulting in a 3 year term for 3 members of the Board of Directors. At the expiration of the 3 year term of office of each respective member of the Board of Directors, his successor shall be elected to serve for a similar term. The members of the Board of Directors shall hold office until their respective successors shall have been elected by the unit owners.

2.5 Removal of Members of the Board of Directors. At any regular or special meeting of unit owners, any one or more of the members of the Board of Directors may be removed with

cause by a majority of the unit owners and a successor may then and there or thereafter be elected to fill the vacancy thus created. Any member of the Board of Directors whose removal has been proposed by the unit owners shall be given an opportunity to defend his position.

2.6 Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a member thereof by a vote of the unit owners shall be filled for the balance of the annual year by a vote of the majority of the remaining members at a special meeting of the Board of Directors held for that purpose promptly after the occurrence of any such vacancy, even though the members present at such meeting may constitute less than a quorum. Each person so elected shall be a member of the Board of Directors for the remainder of the annual year until a successor shall be elected at the next annual meeting of the unit owners. If applicable, that successor shall serve for the remaining year or years of his predecessor's term.

2.7 Organization Meeting. The first meeting of the members of the Board of Directors following the annual meeting of the unit owners shall be held immediately after the aforesaid annual meeting, and at such time and place the officers of the Board of Directors shall be elected.

2.8 Regular Meetings. Regular meetings of the Board of Directors shall be held on the third Monday of each month, or such other date as is agreed to and provided for with notice, excluding the month of December. Notice of regular meetings of the Board of Directors shall be given to each member of the Board of Directors by means of the Manager's report.

2.9 Special Meetings. Special meetings of the Board of Directors may be called by the President on reasonable notice to each member of the Board of Directors. The notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary by similar notice on the written request of at least three members of the Board of Directors.

2.10 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 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.

2.11 Quorum of Board of Directors. At all meetings of the Board of Directors, a majority of the members thereof shall constitute a quorum for the transaction of business and the votes of a majority of the members of the Board of Directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. If at any meeting of the Board of Directors there shall be less than a quorum present, a majority of those present may adjourn the meeting. At a meeting subsequent to the adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

2.12 Fidelity Bonds. The Board of Directors shall obtain adequate fidelity bonds for all agents, officers, directors, and employees of the Property handling or responsible for funds. The premiums on such bonds shall constitute a common expense.

2.13 Compensation. No member of the Board of Directors shall receive any compensation from the Association for acting as such.

2.14 Liability of the Board of Directors. The members of the Board of Directors shall not be liable to the unit owners for any mistake of judgment, negligence or otherwise, except for their own individual gross negligence or bad faith. The unit owners shall indemnify and hold harmless each member of the Board of Directors against all personal liability to others arising out of contracts made by the Board of Directors on behalf of the Association unless any such contract shall have been made in bad faith or knowingly contrary to the provisions of the Declaration or of these By- Laws. It is intended that the members of the Board of Directors shall have no personal liability with respect to any contract made by the Association or by them on behalf of the Association. It is also intended that the liability of any unit owner arising out of any contract involving a common expense made by the Association or out of the indemnity in favor of the members of the Board of Directors shall be limited to such proportion of the total liability thereunder as his interest in the common areas and facilities bears to the interests of all of the unit owners in the common areas and facilities or, with respect to individual expenses, the amount thereof chargeable to his unit.

2.15 Informal Action. The Board of 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 Board of Directors.

ARTICLE III

MEMBERS, VOTING AND MEETINGS

3.1 Members. The Corporation shall have one class of membership and the rights and qualifications of the members are as follows:

3.1.1 One Membership Per Unit. One membership and one vote shall exist for each unit. Every unit owner upon acquiring title to a unit under the terms of the Declaration shall automatically become a member of the Association and shall remain a member thereof until such time as his ownership of such unit ceases for any reason, at which time his membership in the Association shall automatically cease. If title to a unit is held by more than one person the membership related to that unit shall be shared by such owners on the same proportionate interests and by the same type of tenancy in which the title to the unit is held.

3.1.2 Voting. Members shall have one vote for each unit owned. Any of the owners of a shared membership present at a meeting in person or by proxy shall be entitled to vote

for such membership unless there is a conflict among those owners of such shared membership who are present at such meeting in person or by proxy. In such case, the majority of the owners of such shared membership may then decide the manner such membership shall vote and may vote accordingly.

3.1.3 Membership List. The Association shall maintain a current membership list showing the membership pertaining to each unit.

3.1.4 Transfers of Memberships. Each membership shall be appurtenant to the unit upon which it is based and shall be transferred automatically upon conveyance of that unit. Membership in the Association may not be transferred, except in connection with the transfer of title to a unit. Upon such transfer, the transferor or transferee shall give notice of such transfer to the Association and the Association shall thereupon make appropriate changes in the membership list. Until such notice of transfer is received by it, the Association need not recognize the transferee as a member, nor give notice of meetings to the transferee so long as such notices are given to the transferor. The notice herein required shall be in writing, identify the unit, set forth the name(s) of the transferee(s), the names of the persons designated to vote, and any other information about the transfer which the Association may deem pertinent.

3.2 Annual Meeting. The annual meeting of the unit owners shall be held as close as practicable to the third Wednesday of September for the purposes of electing directors and transacting any other business authorized to be transacted by the members.

3.3 Place of Meetings. Meetings of the members shall be held at such suitable place convenient to the members as may be designated by the Board of Directors.

3.4 Special Meetings. It shall be the duty of the President to call a special meeting of the members if so directed by resolution of the Board of Directors or upon a petition signed and presented to the Secretary by members owning a total of at least 25% of the common interest. The notice of any special meeting shall state the time, place and purpose of the meeting. No business shall be transacted at a special meeting except as stated in the notice.

3.5 Notice of Meetings. The Association shall mail to each member or cause to be delivered to each unit a notice of each Annual or Special Meeting of the members, at least ten but not more than forty-five days prior to such meeting, stating the purpose thereof as well as the time and place where it is to be held. Notice shall be sent to the unit address or to such other address as a unit owner may have designated in writing. The mailing or delivery of a notice of meeting in the manner provided in this section shall be considered service of notice. Notices shall be deemed given on the date deposited in the United States mail or on the date of personal delivery.

3.5.1 Nominations. The notice of any meeting of members at which the election of directors is to take place, including notices of annual meetings, shall be accompanied by a Nomination Ballot, a Ballot Envelope, a Delivery Envelope, and instructions as to how

to nominate candidates for directorships as herein set forth. The "Nomination Ballot" shall contain instructions on how to use the ballot to make nominations, the number of directorships to be voted on at the meeting and a like number of lines on which members may write, print or type the names of the persons they wish to nominate. The "Ballot Envelope" shall be plain except for the word "Ballot". The "Delivery Envelope" shall provide a line at the upper left hand corner for the member submitting the ballot to sign his or her name. It shall be addressed to the Chairman of the Election Committee. In making his or her nomination, members may write, print or type the names of his or her nominees on the Ballot, and shall then enclose the Ballot Envelope in the Delivery Envelope. The Delivery Envelope shall be mailed or delivered to the Chairman of the Election Committee. Only such Nomination Ballots as are received by the Election Committee Chairman at least 48 hours before the time set in the notice for the commencement of the meeting shall be counted. However, nothing herein shall restrict nominations from the floor during the meeting. Prior to the noticed meeting, the Election Committee shall open and tabulate the Ballots. Those persons receiving nominations from at least two (2) members shall be regarded as nominees. Thereupon the Election Committee shall prepare a Ballot listing all such nominees and have the same available at the meeting. Should there be any nominations from the floor at the meeting, the names of such persons shall be added to the Ballots by the Election Committee prior to the distribution of the Ballots among those present at the meeting.

3.5.2 Elections. At the annual meeting of the members at which directors are to be elected, the Ballots prepared pursuant to paragraph 3.5.1 shall be issued to all members or their proxies present at the meeting. Such Ballots shall be collected and tabulated by the Election Committee in a manner to assure the secrecy of the voting.

3.5.3 Election Committee. The Election Committee shall consist of an election teller and the manager of the Association.

3.6 Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy of members having one-third of the total authorized votes of all members shall constitute a quorum at all meetings of the members. If any meeting of members cannot be organized because a quorum is not present, a majority of the members who are present, either in person or by proxy, may adjourn the meeting until a quorum is present, without further notice. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed.

3.7 Majority Vote. The vote of a majority of members present in person or by proxy and voting at a meeting at which a quorum is present shall be binding upon all members for all purposes except where a higher percentage vote is required by law, by the Declaration, the Articles, or these By-laws.

3.8 Proxies. Votes may be cast in person or by proxy in accordance with designations in the membership list. Proxies shall be valid only for the particular meeting(s) or time period

designated therein, unless sooner revoked, and must be filed with the Secretary before the appointed time of the meeting.

ARTICLE IV

OFFICERS

4.1 Designation. The principal officers of the Association shall be the President, the Vice President, the Secretary and the Treasurer, all of whom shall be elected by the Board of Directors, and shall be members of the Board of Directors.

4.2 Election of Officers. Officers shall be elected annually by the Board of Directors at the organizational meeting of each new Board of Directors and shall hold office at the pleasure of the Board of Directors. Any person eligible to hold the office voted upon shall be considered a nominee to such office if he or she is nominated by two or more persons. Each office shall be voted on separately.

4.3 Removal of Officers. Upon the affirmation of a majority of the members of the Board of Directors, any officer may be removed, with cause, and his successor may be elected at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors called for such purpose.

4.4 President. The President shall be the chief executive officer of the Association. He or she shall preside at all meetings of the members and of the Board of Directors. He or she shall have all of the general powers and duties which are incident to the office of President.

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

4.6 Secretary. The Secretary shall keep the minutes of all meetings of the members and of the Board of Directors. He shall be responsible for such books and papers as the Board of Directors may direct and shall, in general, perform all the duties incident to the office of Secretary.

4.7 Treasurer. The Treasurer shall have the responsibility for Association funds and securities, shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements and for the preparation of all required financial statements. He shall be responsible for ensuring the deposit of all moneys and other valuables in the name of the Board of Directors in such depositories as may from time to time be designated by the Board of Directors. He shall, in general, oversee all the duties incident to the office of Treasurer.

4.8 Compensation of Officers. No officer shall receive any compensation from the Association for acting as such.

ARTICLE V

OPERATION OF THE PROPERTY

5.1 The Association. The Association, acting through the Board of Directors, shall be responsible for administration and operation of the condominium property in accordance with the Declaration, the Articles of Incorporation, and these By-Laws.

5.2 Rules and Regulations. The Association, through the Board of Directors, shall from time to time adopt rules and regulations governing the operation, maintenance and use of the units and the common areas and facilities by the unit owners. Such rules and regulations of the Association shall not be inconsistent with the terms of the Declaration, By-Laws or the contracts, documents and easements referred to in the Declaration, and shall be designed to prevent unreasonable interference with the use of the respective units and the common areas and facilities by the persons entitled thereto, and to insure proper repair and maintenance of the units and the common areas and facilities. Copies of such rules and regulations shall be furnished to each unit owner. Guests and any occupants of the units shall conform to and abide by all such rules and regulations. Violations of the rules or regulations shall constitute violations of the Declaration and/or By-Laws. The Association, through the Board of Directors, shall designate such means of enforcement as it deems necessary and appropriate.

5.3 Determination of Expenses and Charges. The Board of Directors shall annually prepare a budget for the Property, determine the amount of the common charges required to meet the estimated common expenses of the Property, and allocate and assess such charges against the units and unit owners as set forth herein. The annual budget shall be prepared and determined and a copy thereof mailed to each unit owner prior to the end of each fiscal year.

If within fifteen (15) days after the annual membership meeting, a petition is presented to the Board of Directors protesting such charges or the budget upon which they are based, and the petition is signed by members representing more than fifty percent (50%) of the membership entitled to vote with respect to such charges, then the Directors shall notify all members of a meeting called for the sole purpose of reviewing such charges or budget. At such meeting, the votes of more than fifty percent (50%) of the membership entitled to vote may revise the budget and charges, and such revised budget and corresponding charges shall replace for all purposes the ones previously established. Provided, however, that the annual budget and charges may not be revised downward to a point lower than the average total budget for the preceding two years.

5.4 Common Expenses. Common expenses relate to the maintenance, repair and replacement of the common areas and facilities, the enjoyment of which is substantially the same for all unit owners, and may include such amounts as the Board of Directors may deem proper for the operation and maintenance of the Property. This shall include, without limitation, an amount

for working capital, insurance, a general operating reserve, a reserve fund for replacements, and to make up any deficit in the common charges for any prior year. These common expenses, as well as those required by the budget, shall be charged and assessed against the units and allocated among the unit owners.

5.5 Individual Expenses. Individual expenses are those expenses that directly relate to the maintenance of the respective units and appurtenant limited common areas and facilities, the benefits of which maintenance are primarily enjoyed or necessitated by the unit owners.

5.5.1 Work or Expense Directed By Board. Any work done or expenses incurred at the direction of the Board of Directors resulting in individual expenses shall be paid by the respective unit owners.

5.5.1(a) Fire Insurance Premiums. The premiums on all insurance purchased pursuant to section 5.6.1 shall be allocated to the respective owners on a pro rata basis according to the square footage of each unit.

5.5.1(b) Work, Repairs and Maintenance. The Board of Directors from time to time may consider and direct work, repairs, or maintenance giving rise to individual unit owner expenses. The Board shall give no less than fifteen (15) days written notice to the affected unit owners of a meeting to be held with the Board of Directors to consider such work, unless the affected unit owners waive notice of such meeting. Whether or not the affected unit owners attend such meeting, the determination of a majority of the Board of Directors at such meeting or adjournment thereof shall be final and binding upon any affected unit owners with respect to such work or expenses.

Following a determination by the Board as to work, repairs or maintenance which is to give rise to individual unit owner's expense, and upon agreement with the Board, the noticed items may be accomplished by the affected unit owner, or by contractors or agents of his choice, provided that such services, maintenance, repairs, replacement or restoration shall be first approved by the Board as to the manner and time of accomplishing same, materials used, and the appearance and homogeneity of the result with respect to surrounding properties and the overall condominium project.

However, if noticed items are not accomplished within the agreed upon time, or failing agreement with the unit owner, the Board may cause such work to be done and charge and assess the cost thereof to the unit owner. The Association, acting through the Board of Directors, shall be entitled to enter any common areas, limited common areas or units upon reasonable notice, and so perform or have performed on behalf of the affected unit owners the work, maintenance, or repair specified in the notice, and charge any costs incurred to the unit owners as specified herein.

5.5.1(c) Emergency. The Association shall have an irrevocable right and an easement to enter units to make repairs to common elements when the repairs reasonably appear necessary for public safety or to prevent damage to other portions of the condominium. Except in cases involving manifest danger to public safety or property, the Association shall make a reasonable effort to give notice to the owner of any unit to be entered for the purpose of such repairs. No entry by the Association for the purposes specified in this subsection may be considered a trespass.

5.5.2 Work Provided by Owner. The Board of Directors, by general resolution which it may amend from time to time, may authorize unit owners to perform work on their respective units and the limited common areas and facilities associated therewith, such as the painting thereof. Such resolution shall, however, provide that no work is to be done that may affect both unit owners in a particular building without the written consent of both owners. The Board shall otherwise set forth conditions that will assure all unit owners that the work will be done properly and will not change the architectural or aesthetic concept of the condominium.

5.5.3 Disputes. In the event of any dispute between unit owners with regard to work, repairs or maintenance giving rise to individual expense, such dispute may be submitted in writing to the Board of Directors, which may call a meeting regarding such matter either with the affected unit owners or the entire membership of the Association, on fifteen (15) days notice. The determination of the Board shall be rendered with reasonable promptness following submission of the written dispute, and the determination of a majority of the Board shall be final and binding upon the affected owners.

5.5.4 Individual Requests. Unit owners shall notify the Board of Directors in writing of any work, repairs or maintenance which, in their opinion, shall be undertaken or directed by the Association as either a common expense or an individual expense.

5.6 Insurance.

5.6.1 Fire and Extended Coverage. The Board of Directors shall obtain and maintain, but is not limited to obtain, the following property policies of insurance with blanket limits of coverage for all buildings as follows:

- A. Fire and extended coverage on a pro rata basis according to the square footage of the unit involved.
- B. General liability insurance.
- C. Officers and Directors liability.
- D. Umbrella liability.

E. Worker's Compensation.

F. Employee Dishonesty Bond.

Such insurance shall cover the Property, the Association, the Board of Directors and all unit owners and their mortgagees, as their interests may appear, in an amount equal to the full replacement value, without deduction for depreciation. Each policy shall provide that proceeds shall be payable to the Association or the insurance trustee as provided herein as trustee for all unit owners and their mortgagees as their interests may appear.

Unit owners or their mortgagees shall not be prohibited from carrying other or additional insurance for their own benefit. The liability of the carriers issuing insurance obtained by the Board of Directors shall not be affected or diminished by reason of any such additional insurance carried by any unit owner.

All policies of physical damage insurance shall contain waivers of subrogation and waivers of any defense based on co-insurance or of invalidity arising from any acts of the insured, and shall provide that such policies may not be cancelled or substantially modified without at least ten day prior written notice to all of the insured, including all mortgagees of units. Duplicate originals of all policies of physical damage insurance and of all renewals thereof, together with proof of payment of premium, shall be delivered to all mortgagees of units at least ten days prior to expiration of the current policy. Prior to obtaining any policy of fire insurance or any renewal thereof, the Board of Directors may obtain an appraisal from a fire insurance company or other entity of the full replacement value of the buildings, including all of the units and all of the common and limited common areas and facilities, without deduction for depreciation, to determine the amount of insurance to be purchased.

5.6.2 Other Insurance. The Board of Directors shall also be required to obtain and maintain, to the extent obtainable, public liability insurance in such limits as the Board of Directors may from time to time determine, covering the Association, each member of the Board of Directors, the managing agent, the manager, and each unit owner. Such public liability coverage shall also cover cross liability claims of one insured against another. The Board of Directors shall review such limits once each year.

The Board of Directors may purchase such other insurance as it may determine necessary or desirable.

5.7 Repair or Reconstruction After Damage. In the event of any damage to or destruction of the Property as a result of fire or other casualty, unless 80% or more of the number of units of the Property are destroyed or substantially damaged and the Association of Unit Owners by affirmative vote of seventy-five percent (75%) of all votes entitled to be cast does not resolve within ninety (90) days after such damage or destruction to proceed with repair or restoration, the Board of Directors shall arrange for the prompt repair and restoration thereof including any damaged units, and any kitchen or bathroom fixtures initially installed therein by the unit

owner, but not including any wall, ceiling or floor decorations or coverings or other furniture, furnishings or equipment installed by unit owners in the units, and except to the extent provided in the next succeeding sentence the Board of Directors or the insurance trustee, as the case may be, shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration. Any cost of such repair and restoration in excess of the insurance proceeds applicable thereto shall constitute a common expense, and the Association shall have the right to levy assessments in the event that insurance proceeds are insufficient to pay the estimates or actual costs of repair or reconstruction. In any event, insurance proceeds shall be allocated first to structural and exterior replacement and repairs.

If eighty percent (80%) or more of the number of units of the Property are destroyed or substantially damaged and the Association by affirmative vote of no less than seventy-five percent (75%) of all votes entitled to be cast by members of the Association does not resolve within ninety (90) days after such damage or destruction to proceed with repair or restoration, the Property shall be subject to an action for partition at the suit of any unit owner or lienor, as if owned in common, in which event the net proceeds of sale, together with the net proceeds of insurance policies shall be divided by the Board of Directors or the insurance trustee, as the case may be, among all the unit owners in proportion to their respective common interests, after first paying out of the share of each unit owner the amount of any unpaid liens on his unit, in order of the priority of such liens.

5.8 Payment of Charges. All unit owners shall be obligated to pay the charges assessed by the Board of Directors pursuant to the provisions of these By-Laws at such time or times as the Board of Directors shall determine. The annual common charges shall be paid monthly to the Association on or before the tenth day of each month.

All charges and assessments, including assessments for individual expenses when due, shall immediately become a personal debt of the unit owner and also a lien, until paid, against the unit to which charged, as provided in the Act, without the necessity of filing such lien.

No unit owner shall be liable for the payment of any part of the charges assessed against his unit subsequent to a sale, transfer, or other conveyance by him thereof made in accordance with the provisions of Section 1 of Article VII of these By-Laws. A unit owner may, subject to the conditions specified in these By-Laws, and provided that his unit is free and clear of liens and encumbrances other than a permissible first mortgage and the statutory lien for unpaid charges, convey his unit to the Board of Directors, or its designee, corporate or otherwise, on behalf of all other unit owners. A purchaser of such unit shall be liable for the unpaid charges assessed against such unit prior to the acquisition by him of such unit except for the amount of unpaid assessments prior to the acquisition in excess of the amount set forth in a statement from the Board of Directors or the manager, and except that a mortgagee or other purchaser of a unit at foreclosure sale of such unit shall not be liable for and such unit shall not be subject to a lien for the payment of charges assessed prior to the foreclosure sale.

5.8.1 Default in Payment of Charges. In the event of default by any unit owner in paying to the Board of Directors any assessed charges, such unit owner shall be obligated to

pay a late fee, as determined by the Board, on such charges from the due date thereof, together with all expenses, including attorney's fees, incurred by the Board of Directors in any proceeding brought to collect such unpaid charges. If any unit is delinquent in payment of any charges for more than thirty (30) days, the Association may accelerate the annual common charges remaining unpaid with respect to such delinquent unit for purposes of collection or foreclosure action by the Association. The Board of Directors shall have the right and duty to attempt to recover such charges, together with interest thereon, and the expenses of the proceedings, including attorney's fees, in an action brought against such unit owner, or by foreclosure of the lien on such unit. A unit owner is prohibited from voting if there is a delinquency with a recorded statement of condominium lien with respect to the owner's unit.

5.8.2 Foreclosure of Liens for Unpaid Charges. In any action brought by the Board of Directors to foreclose a lien on a unit because of unpaid charges, the unit owner shall be required to pay a reasonable rental for the use of his unit and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect such rental. The Board of Directors, acting on behalf of all unit owners, shall have power to purchase such unit at the foreclosure sale and to acquire, hold, lease, mortgage, vote the votes appurtenant to, convey or otherwise deal with the same. A suit to recover a money judgment for unpaid charges shall be maintainable without foreclosing or waiving the lien securing the same.

5.8.3 Statement of Charges. The Board of Directors shall promptly provide any unit owner who makes a request in writing with a written statement of his unpaid charges.

5.9 Abatement and Enjoining of Violations. The violation of any rule or regulation adopted by the Board of Directors in accordance with Section 2.2 hereof, 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 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 of trespass; or (b) to enjoin, abate or remedy such thing or condition by appropriate legal proceedings.

5.10 Maintenance and Repair.

5.10.1 By Unit Owner. All interior, plus window and glass door, maintenance and repairs or replacements to any unit, structural or non-structural, ordinary or extraordinary, shall be made by the owner of such unit. All maintenance, repairs and replacements to the exteriors of units constituting individual unit owners expenses as defined in section 5.5 of this Article or as determined by the Board of Directors are the responsibility of the respective unit owner. The cost of the replacement of any windows and glass doors and any work or repairs to units or the common areas occasioned by the misconduct, negligence or misuse by any unit owner or any person coming on the Property with his

actual or implied consent shall be charged to the unit owner. Similarly, any expense related to flower beds, bushes, shrubs, trees, etc. in limited common areas, as well as the maintenance of fences and patios, are the responsibility of the unit owner.

5.10.2 By The Association. All maintenance, repairs and replacements to the common and limited common areas and facilities shall be under the jurisdiction and control of the Board of Directors and shall be charged to the unit owners as either common expense or as individual unit owner expense, as determined by the Board of Directors under this Article V.

5.11 Use of Property. In order to provide for the harmonious occupancy of the Property and for the protection of the values of the units, the use of the Property shall be subject to the following limitations:

- (a) The Units shall be used for residences only.
- (b) The common and limited common areas and facilities shall be used only for the purposes for which they are reasonably suited and which are incidental to the use and occupancy of units.
- (c) No nuisances nor use or practice shall be allowed which is a source of annoyance to the residents or which interferes with the peaceful and proper use of the Property by its residents. Garage or similar sales are forbidden. Private sales by appointment are permitted only after approval by the Board and must be conducted in accordance with the Rules and Regulations of the Association regarding same.
- (d) No immoral, improper, offensive or unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be complied with. Such compliance shall be accomplished at the sole expense of the unit owners or the Board of Directors, whichever shall have the obligation to maintain or repair such portion of the Property.
- (e) No tree, bush, shrub, etc. shall be planted or removed from the limited common areas without prior written approval of the Board of Directors and the adjacent unit owners.
- (f) Trash, garbage or other wastes shall be kept in sanitary containers which shall be in garages except for pick-up.
- (g) No trailer, tent, shack, garage, barn or other outbuilding or living quarters of a temporary nature shall be permitted on any limited common area at any time.
- (h) No trucks, buses or vehicles other than private passenger cars or similar private vehicles shall be parked on the Property for purposes other than in the normal

course of construction or for services rendered to a unit, and no vehicle shall be parked overnight on a driveway unless it belongs to a guest of a unit owner. Overnight parking on the street is prohibited.

- (i) No animals, livestock or poultry of any kind shall be raised, bred or kept on the Property except that each unit may keep up to one dog, two cats or other small household pets provided that they are not kept, bred or maintained for commercial purposes.
- (j) Where a driveway is provided for use by two units and assigned to such units by being included in the limited common area for such units (thereby creating overlapping limited common areas), such driveway shall be used by each unit in such a manner as not to interfere unreasonably with use by other unit for its intended purpose of ingress and egress at all times.
- (k) No sign of any kind, including "For Sale" signs, shall be displayed to the public view on or from any unit or the common or limited common areas without the prior consent of the Board of Directors. Any sign placed in violation of this rule may be removed at the direction of the Board or its delegate, and the expense for such removal, if any, will be assessed to the unit owner. A unit owner is allowed to place an "Open for Inspection" or similar sign on his/her unit or limited common area when the unit is for sale, but such sign shall be permitted for a limited period only, namely, not more than two days in any one calendar week and not more than 3 hours on any such day.

5.12 Additions, Alterations, Improvements or Repairs by the Board of Directors. Whenever in the judgment of the Board of Directors the common areas and facilities shall require additions, alterations, improvements or repairs costing in excess of \$25,000 and the making of such additions, alterations, improvements or repairs shall have been approved by the majority of the unit owners, the Board of Directors shall proceed with such additions, alterations, improvements or repairs and may assess all unit owners for the cost thereof as a common charge. Repairs in excess of \$25,000 determined to be an emergency by the Board do not require a vote of the unit owners. Any additions, alterations, improvements or repairs costing in the aggregate \$25,000 or less may be made by the Board of Directors without approval of the unit owners and the cost thereof shall constitute a common charge or individual unit owner expense, as determined by the Board.

5.13 Additions, Alterations, Improvements or Repairs by Unit Owners. No unit owner shall make any structural addition, alteration or improvement to his unit and no unit owner shall affix anything to the exterior of his unit, nor erect or construct any light pole, antenna, mailbox or any other thing in the portion of the limited common area located adjacent to his unit without prior written consent from the Board of Directors. The Board of Directors shall have the obligation to answer any written request by a unit owner for approval of any matter described above within 30 days after such request. The Board of Directors has, pursuant to the Statutes of the State of Wisconsin and these By-Laws, inherent power and authority to grant, limit or deny

to unit owners a request to add to, alter or improve their residence. In the best interests of the adjacent unit owners, the unit owner requesting permission to make any of the above described changes shall inform the adjacent unit owners of the plans. The adjacent unit owners shall indicate their approval or disapproval of the plan on the form provided to the owner by the Association for requesting approval of the proposed work. The Board shall give consideration to the opinions of the adjacent unit owners in making its decision. Any application to any governmental authority for a permit to make an addition, alteration, improvement or repair in or to any unit shall be the responsibility of the unit owner. The Association shall not be liable to any contractor, subcontractor or materialman, or to any person sustaining personal injury or property damage, for any claim arising in connection with such addition, alteration, improvement or repair.

5.14 Electricity, Gas and Water. Electricity, gas and water shall be supplied by the public utilities serving the area directly to each unit through separate meters and each unit owner shall be required to pay the bills for electricity, gas and water used in or in connection with his unit. The electricity, gas and water serving the common areas and facilities (but not limited common areas) shall be separately metered, and the Association shall pay all bills for electricity, gas and water used in such areas and facilities as a common expense.

ARTICLE VI

MORTGAGES

6.1 Mortgage of Units. Each unit may be separately mortgaged.

6.2 Notice to Association. A member who mortgages his unit shall notify the Association of the name and address of his mortgagee and shall file a conformed copy of the note and mortgage with the Association.

6.3 Notice of Unpaid Common Charges. The Board of Directors, whenever so requested in writing by a mortgagee of a unit, shall promptly report any unpaid charges or other default by the owner of the mortgaged unit.

6.4 Examination of Books. Each unit owner and each mortgagee of a unit shall be permitted to examine the books of account of the Association at reasonable times, on business days, but not more often than once a month.

ARTICLE VII

SALE OF UNITS

7.1 Sales. No unit owner may sell 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 and limited common areas 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 thereof, if any; (c) the interest of the owner in the funds of the Association; and (d) the interest of such unit owner in any other assets of the Association, hereinafter collectively called the "appurtenant interests."

7.2 No Severance of Ownership. No unit owner shall execute any deed, mortgage or other instrument conveying or mortgaging title to his unit without including therein the appurtenant interest, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage or other instrument purporting to affect one or more of such interests, without including all such interests, shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the appurtenant interests of any unit may be sold, transferred, or otherwise disposed of, except as a part of a sale, transfer or other disposition of the unit to which such interests are appurtenant, or as part of a sale, transfer or other disposition of such part of the appurtenant interests of all units.

7.3 Financing of Purchase of Units by Board of Directors. Acquisition of units by the Board of Directors, or its designee, on behalf of all unit owners, may be made from the working capital and common charges under the control of the Board of Directors, or if such funds are insufficient, the Board of Directors may borrow money to finance the acquisition of such unit. Provided, however, that no financing may be secured by an encumbrance of any property other than the unit to be acquired by the Board of Directors.

7.4 Waiver of Right of Partition with Respect to Units Acquired by Association. In the event that a unit is acquired by the Association 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.

7.5 Occupancy by Non-Owner. In order to preserve a high standard of maintenance, care, and responsibility for the property and rights of unit owners and the Association:

- (a) No unit may be occupied by a non-owner who pays the unit owner(s) rent or consideration of any nature whatsoever;
- (b) Notwithstanding item (a), a unit owner may permit temporary occupancy of a unit by a non-owner provided no rent or consideration of any kind is paid to the owner. If the unit owner is to be absent for a period of time in excess of two weeks, the Owner shall advise the Board of Directors, in writing, prior to such proposed occupancy. Such an advisory to the Board of Directors shall include identification of the non-owner occupant, the anticipated period of time of occupancy by the non-owner and a statement as to where any notices required to be sent to the unit owner(s) may be addressed during the term of such occupancy;

- (c) The term "consideration" as used herein is to be construed broadly. Where a unit owner receives the right to occupy a dwelling elsewhere in exchange for allowing a non-owner to occupy his or her unit, consideration is deemed present;
- (d) The restrictions contained in item (a) herein shall not apply to the occupancy of a unit by a seller for a period not to exceed thirty (30) days following closing of the sale of the unit or to the occupancy of a unit by a prospective purchaser of the unit pursuant to a written offer to purchase, provided the Board of Directors is given written notice of the occupancy and a copy of the offer to purchase (from which the purchase price may be redacted), and the purchase and sale closes within thirty (30) days following the date on which physical occupancy by the non-owner commences;
- (e) Non-owner occupants, whomever they may be, in all circumstances shall comply fully with all the By-Laws and rules of the Association and owner(s) of the occupied unit shall be responsible for the non-owner occupants failure to do so, including, without limitation, financial responsibility for the costs of enforcement or achieving compliance. Noncompliance with Association rules or By-Laws is cause for eviction of the non-owner occupants. During occupancy by the non-owner, the owner continues to be responsible for the financial and other obligations required of all unit owners; and
- (f) It is the intent of the Association that each unit shall be occupied by and serve as the residence of the owner, shall be used only as a private dwelling, and that occupancy by a non-owner is of a temporary nature.

ARTICLE VIII

CONDEMNATION

In the event of a taking by condemnation or eminent domain of part or all of the common areas or facilities, except limited common areas or facilities, the award made for such taking shall be payable to the Association if such award amounts to \$25,000 or less. If the unit owners by majority vote approve the repair and restoration within 90 days of payment of the award (or other payment if conveyed in lieu of such taking), the Association shall arrange for the repair and restoration and the disbursement of the proceeds to the contractors engaged in such repair and restoration. In the event of such taking of part or all of a unit or of the limited common areas or facilities assigned to a unit, the award made for such taking shall be payable to the respective unit owner and the holder of any lien affecting the unit as their interests may appear.

ARTICLE IX

RECORDS AND AUDITS

The Board of Directors, or the managing agent, shall keep detailed records of the actions of the Board of Directors and the managing agent, minutes of the meetings of the Board of Directors, minutes of the meetings of unit owners, and financial records and books of account of the Association, including chronological listings of receipts and expenditures, as well as a separate account for each unit, which, among other things, shall contain the amount of each assessment of charges against such unit, the date when due, the amounts paid thereon, and the balance remaining unpaid. In addition, the Board shall appoint a committee of three members which shall review the accounts and records and issue an annual report of all receipts and expenditures with respect to both common and individual charges and expenses, noting any discrepancies which may be found. Such report shall be distributed at the annual meeting of members.

ARTICLE X

MISCELLANEOUS

10.1 Notices. All notices to the Board of Directors shall be sent by mail c/o the managing agent, or if there is no managing agent, to the office of the Board of Directors or to such other address as the Board of Directors may hereafter designate from time to time. All notices to the membership shall be sent by mail or delivered to the respective unit addresses or to such address as may have been designated by a unit owner from time to time, in writing, to the Secretary. All notices to mortgagees of units shall be sent by mail to their respective addresses, as designated by them from time to time, in writing, to the Board of Directors. All notices shall be deemed to have been given when mailed, except notices of change of address which shall be deemed to have been given when received.

10.2 Severability. If any provisions of these By-Laws are deemed unenforceable, it shall not impair in any way the enforceability or validity of any other provisions.

10.3 Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these By-Laws or the intent of any provision thereof.

10.4 Gender. The use of the masculine gender in these By-Laws shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

10.5 Waiver. No restriction, condition, obligation or provision contained in these By-Laws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, notwithstanding the number of violations which may have occurred.

10.6 Fiscal Year. The fiscal year of the corporation shall be designated from the annual tax return filed by the Association.

ARTICLE XI

AMENDMENTS TO BY-LAWS

These By-Laws may be modified or amended by the affirmative vote of no less than 67% of all votes entitled to be cast by members of the Association at a meeting of members duly held for such purpose.

ARTICLE XII

CONFLICTS

It is intended that these By-Laws comply with the requirements of the Wisconsin Condominium Ownership Act. In the event that any of these By-Laws conflict with the provisions of such Act or of the Declaration, the provisions of such Act or of the Declaration, as the case may be, shall control; should a conflict occur between the provisions of such Act and the Declaration as related to these By-Laws or otherwise, the provisions of the Act shall control.

Cedar Gables Association, Inc
Amendment to Operations Manual
Effective 6/1/2021

This document deletes and replaces prior Item 20 which was created to introduce the allowance of non-cedar roofing materials.

20. Roofs

Please Note: An Application for Change must be submitted prior to any roof and/or gutter replacements and must be approved by the Board of Directors before any work is initiated.

There are many factors that influence the quality and longevity of a roof replacement. A checklist has been developed of important considerations that can be used in obtaining/selecting roof replacement quotations from potential contractors. The completed checklist should be submitted by the proposed contractor along with his quotation for the roofing project. A copy of the appropriate checklist can be obtained from the Manager, Board Member or from your owner portal through www.huntmanagement.com

A. Asphalt/Fiberglass Shingles:

I. Owners are now required to use asphalt/fiberglass shingles on their units at the time of complete shingle replacement.

II. Only GAF Timberline shingles as approved by the Board of Directors may be used, which are as follows:

a. Timberline Ultra HD (preferred)

b. Timberline HD (acceptable)

c. Allowable Colors - Weathered Wood or Pewter Gray as in harmony with the building color.

III. **Warranty:** in order to obtain GAF's roof system warranties, the installer must be either a **GAF Certified Installer** or **GAF Master Elite Installer**. The installer must meet GAF's requirements for materials and installation and provide the homeowner with the warranty registration.

IV. **Ventilation:** All roof replacements using asphalt shingles must be installed with adequate ventilation according to plans submitted with the Application for Change and approved by the Board. This could require providing new or additional means of ventilation.

B. Cedar Shake Roofs - Replacement and/or treatment:

I. Installation of NEW cedar shake roofs is no longer permitted in the Association.

II. Chimneys on cedar shingle roofs will continue to be covered with cedar shingles.

III. **Treatment/preservative:** Any application of preservatives to an existing cedar wood shingle roof that will change its natural color is not permitted. Owners considering applying a roof preservative must submit an "Application for Change" and obtain Board approval.

Cedar Gables Roofing Requirements Checklist

	Resident	
	Address/Location	
	Date	
	Contractor Company	
	Contractor Rep	
	Contractor Phone Number	
	GAF Installer Certification- Required	
	(A) GAF Certified & Certification Number	() Number _____
	(B) GAF Master Elite	() Number _____
	Insurance- Required	
	(A) General Liability Certification	
	(B) Workers Compensation Certification	
	Tear Off	
	Remove and Dispose of existing cedar shingle	()
	Roofing Products	
	Shingles Type & Color	
	(A) GAF Timberline HD	()
	(B) GAF Timberline Ultra HD	()
	Shingle Color- Circle	Weathered Wood / Pewter Gray
	Roofing Nails- Not Staples	()
	Wood Decking- Select	
	(A) Dimensional Lumber	()
	(B) 1/2" CDX Plywood (over current deck)	()
	(C) 7/16" (1/2") OSB Plywood (over current deck)	()
	Ice and Water Shield - Select	
	(A) GAF Weather Watch	()
	(B) GAF Stormguard	()
	Min 2" Overlap on Fascia	()
	6' Eaves, 3' Valleys, Skylights, Chimneys, Vents	()

	Roofing Underlayment/Felt- Select	
	(A) Type 15 Asphalt Saturated	()
	(B) GAF Shingle Mate	()
	(C) Preferred- GAF Deck Armor	()
	Starter Shingles	
	(A) Cut Shingle	()
	(B) Preferred- GAF Starter Shingle	()
	Hip & Ridge Shingles	
	(A) Cut Shingles	()
	(B) Preferred- GAF Seal-A-Ridge Shingles	()
	Roof/Ridge Vent	
	GAF Cobra Snow Country	()
	With Shingles Over	()
	Close Up/ Remove Old Roof Vents	()
	Vents	
	Soffit Vents	()
	Kitchen Vents	()
	Bath	()
	Attic	()
	Waste Pipe Flashing	
	Preferred- Lead	()
	PVC-Aluminum	()
	Valley Metal	
	20' Wide 'W' Type Pre Finished 24 Ga.	()
	Color	State Color: _____
	Chimney Cap- Cross Broke & ½' Overlap	
	Use Existing	()
	Replace	()
	Color	State Color: _____

	Warranty –Roofer's Workmanship Statement	
	Warranty	
	GAF System Plus Limited System Warranty	()
	GAF Golden Pledge Limited System Warranty	()
	Site Protection & Clean Up	
	All Surrounding Grounds & Nail Pick up	()
	Shingle Reserve Bundle	
	Leave in Basement	
	Reviewed By:	
	Cedar Gables Representative	
	Date:	
	Review and Agreed By:	
	Contractor Representative	
	Date:	

CEDAR GABLES ASSOCIATION, INC

Fence Installation Resolution

PURPOSE: The Board of Directors wishes to encourage a visually open and neighborly community while dispelling the notion that unit owners are only responsible for maintaining the area inside of their fences.

AUTHORITY: Amended and Restated Bylaws. Article V, Section 5.2 - The Association, through the Board of Directors, shall from time to time adopt rules and regulations governing the operation, maintenance and use of the units and the common areas and facilities by the unit owners.

SCOPE: This Resolution refers to all future requests for fence installation within the Association. Existing fences may remain but will require Board approval for any modification or removal. Buried, electric pet-containment fences are exempted from this Resolution.

SPECIFICATIONS: The Board of Directors has placed an immediate moratorium on the installation of fences within Cedar Gables.

Resolution adopted this 15th Day of April, 2019.

Signed Kate Normayle, Association Secretary

Signed Shirleen Pannell, Association President

CEDAR GABLE ASSOCIATION, INC.

DISCLOSURE MATERIALS

SECTION D

ARTICLES OF INCORPORATION

ARTICLES OF INCORPORATION
OF
CEDAR GABLES ASSOCIATION, INC.
(A Non-Stock, Non-Profit Corporation)

OCT 11 8 15 AM '76

Arthur J. [illegible]
REGISTER OF DEEDS
OZAUKEE COUNTY, WISC.

The undersigned, being a natural person over the age of twenty-one (21) years and acting as incorporator of a non-stock, non-profit corporation under the provisions of the Wisconsin Non-Stock Corporation Law, Chapter 181 of the Wisconsin Statutes, does hereby adopt the following as the Articles of Incorporation of such corporation:

ARTICLE I

Name

The name of the corporation shall be CEDAR GABLES ASSOCIATION, INC.

ARTICLE II

Period of Existence

The period of existence of the corporation shall be perpetual.

ARTICLE III

Purposes

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

(a) To serve as an association of unit owners who own real estate and improvements under the condominium form of use and ownership (such real estate and improvements hereinafter sometimes referred to as "condominium property"), as provided in the Unit Ownership Act under the laws of the State of Wisconsin and subject to the terms and conditions of the Condominium Declaration for CEDAR GABLES CONDOMINIUM and amendments thereto, as recorded in the Office of the Register of Deeds for Ozaukee County, Wisconsin (hereinafter referred to as "Declaration");

(b) To serve as a means through which the unit owners may collectively and efficiently administer, manage, operate and control the condominium property in accordance with the Unit Ownership Act, the Declaration and the By-Laws of the corporation; and

(c) To engage in lawful activity included in and permitted under the Unit Ownership Act and the Declaration within the purposes for which a non-stock, non-profit Corporation may be organized under the Wisconsin Non-Stock Corporation Law.

ARTICLE IV

Powers

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

(a) To exercise exclusive management and control of the common areas and facilities and limited common areas described and set forth in the Declaration and the By-Laws;

(b) To hire, engage or employ and discharge such persons or entities as it may deem necessary or advisable to assist in the management of its affairs or to properly effectuate the duties and responsibilities of the corporation as set forth in the Declaration and the By-Laws;

(c) To maintain, repair, replace, reconstruct, operate and protect the common areas and facilities, limited common areas and units as set forth in the Declaration and the By-Laws;

(d) To determine, levy and collect assessments against the unit owners and use the proceeds thereof in the exercise of its powers and duties, including without limitation, the payment of operating expenses of the corporation and the common expenses relating to the maintenance, repair, replacement, reconstruction, operation and protection of the common areas and facilities, limited common areas and units as described and set forth in the Declaration and the By-Laws;

(e) To enter into contracts on behalf of the unit owners and act as agent of the unit owners, with regard to, among other things, common services as required for each unit, utilities, and such other matters as may be determined by the members of the Association;

(f) To purchase insurance on the condominium property and insurance for the benefit of the corporation and its members and to assess the members therefor as set forth in the Declaration and the By-Laws;

(g) To make and amend By-Laws and reasonable regulations governing, among other things, the use and operation of the condominium property;

(h) To enforce by legal means the provisions of the Unit Ownership Act, the Declaration, the By-Laws and any rules and regulations governing the use and operation of the condominium property, and to bring suit, as representative of all members of the corporation for collection of common charges and assessments or foreclosure of the lien therefor, as provided by law;

(i) To establish and maintain one or more bank accounts for deposit and withdrawal of the funds of the corporation; and

(j) To do all things necessary or convenient to effectuate the purposes of this corporation and the Declaration.

ARTICLE V

Members

The corporation shall have one class of voting membership. One membership and one vote shall exist for each unit in Cedar Gables Condominium, and all unit owners shall be members of the corporation. The rights, qualifications and obligations of membership in the corporation shall be as set forth in the By-Laws of the corporation.

ARTICLE VI

Principal Office and Registered Agent

The location of the initial principal office of the corporation shall be 920 West Cedar Ridge, Mequon, Wisconsin 53092, and the initial registered agent at such address shall be JOHN F. SAVAGE.

ARTICLE VII

Directors

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

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

David J. Clark
943 West Shaker Circle
Mequon, Wisconsin 53092

Wayne Reich
921 West Cedar Ridge Court
Mequon, Wisconsin 53092

Clyde Ethier
9814 North Shaker Lane
Mequon, Wisconsin 53092

John F. Savage
920 West Cedar Ridge Court
Mequon, Wisconsin 53092

Antoinette Mac Neil
909 West Cedar Ridge Court
Mequon, Wisconsin 53092

Dr. Daniel Schmidt
1022 West Shaker Circle
Mequon, Wisconsin 53092

Jack McMicken
942 West Shaker Circle
Mequon, Wisconsin 53092

Richard D. Vermillion
930 West Shaker Circle
Mequon, Wisconsin 53092

Robert H. O'Keef
911 West Cedar Ridge Court
Mequon, Wisconsin 53092

ARTICLE VII

Incorporator

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

David L. Petersen
Quarles & Brady
780 North Water Street
Milwaukee, Wisconsin 53202

ARTICLE IX

Stock, Dividends, Dissolution

The corporation shall not have or issue shares of stock. No dividend shall ever be paid to members of the Association, and no part of the income of the corporation shall be distributed to its members, directors, or officers, except upon dissolution of the corporation. The corporation may pay compensation in reasonable amounts to employees, members, directors, or officers for services rendered, except as limited in the By-Laws, and may confer benefits upon its members in conformity with its purposes.

In the event of dissolution of the corporation, all of its assets, after payment of its liabilities, shall be distributed to the members of the corporation in accordance with their undivided percentage interest in the common areas of the condominium.

ARTICLE X

Amendment

These Articles may be amended in the manner provided by law at the time of amendment.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand this 24 day of September, 1976.

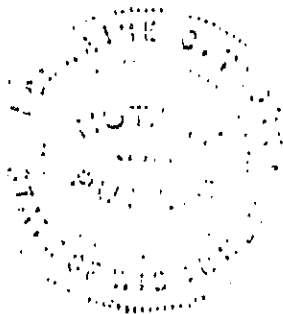
David L. Petersen
David L. Petersen

STATE OF WISCONSIN)
) ss.
MILWAUKEE COUNTY)

STATE OF WISCONSIN
DEPARTMENT OF STATE
FILED
SEP 28 1976
DOUGLAS LAFOLLETTE
SECRETARY OF STATE

On this 24th day of September, 1976, personally appeared before me the above named DAVID L. PETERSEN, known to me to be the person whose name is subscribed to the foregoing Articles of Incorporation, and he acknowledged that he executed the same for the purposes therein contained.

Lance C. Horn
Notary Public, Milwaukee County, Wis.
My Commission: expires 10/3/76



This instrument was drafted by David L. Petersen of Quarles & Brady, Attorneys at Law, 780 North Water Street, Milwaukee, Wisconsin 53201.

ARTICLES OF INCORPORATION
OF
CEDAR GABLES ASSOCIATION, INC.
(A Non-Stock, Non-Profit Corporation)

OCT 11 8 15 AM '78

Charles J. J. J.
REGISTER OF DEEDS
OZAUKEE COUNTY, WISC.

The undersigned, being a natural person over the age of twenty-one (21) years and acting as incorporator of a non-stock, non-profit corporation under the provisions of the Wisconsin Non-Stock Corporation Law, Chapter 181 of the Wisconsin Statutes, does hereby adopt the following as the Articles of Incorporation of such corporation:

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(b) To serve as a means through which the unit owners may collectively and efficiently administer, manage, operate and control the condominium property in accordance with the Unit Ownership Act, the Declaration and the By-Laws of the corporation; and

(c) To engage in lawful activity included in and permitted under the Unit Ownership Act and the Declaration within the purposes for which a non-stock, non-profit Corporation may be organized under the Wisconsin Non-Stock Corporation Law.

ARTICLE IV

Powers

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

(a) To exercise exclusive management and control of the common areas and facilities and limited common areas described and set forth in the Declaration and the By-Laws;

(b) To hire, engage or employ and discharge such persons or entities as it may deem necessary or advisable to assist in the management of its affairs or to properly effectuate the duties and responsibilities of the corporation as set forth in the Declaration and the By-Laws;

(c) To maintain, repair, replace, reconstruct, operate and protect the common areas and facilities, limited common areas and units as set forth in the Declaration and the By-Laws;

(d) To determine, levy and collect assessments against the unit owners and use the proceeds thereof in the exercise of its powers and duties, including without limitation, the payment of operating expenses of the corporation and the common expenses relating to the maintenance, repair, replacement, reconstruction, operation and protection of the common areas and facilities, limited common areas and units as described and set forth in the Declaration and the By-Laws;

(e) To enter into contracts on behalf of the unit owners and act as agent of the unit owners, with regard to, among other things, common services as required for each unit, utilities, and such other matters as may be determined by the members of the Association;

(f) To purchase insurance on the condominium property and insurance for the benefit of the corporation and its members and to assess the members therefor as set forth in the Declaration and the By-Laws;

(g) To make and amend By-Laws and reasonable regulations governing, among other things, the use and operation of the condominium property;

(h) To enforce by legal means the provisions of the Unit Ownership Act, the Declaration, the By-Laws and any rules and regulations governing the use and operation of the condominium property, and to bring suit, as representative of all members of the corporation for collection of common charges and assessments or foreclosure of the lien therefor, as provided by law;

(i) To establish and maintain one or more bank accounts for deposit and withdrawal of the funds of the corporation; and

(j) To do all things necessary or convenient to effectuate the purposes of this corporation and the Declaration.

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The corporation shall have one class of voting membership. One membership and one vote shall exist for each unit in Cedar Gables Condominium, and all unit owners shall be members of the corporation. The rights, qualifications and obligations of membership in the corporation shall be as set forth in the By-Laws of the corporation.

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Quarles & Brady
780 North Water Street
Milwaukee, Wisconsin 53202

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In the event of dissolution of the corporation, all of its assets, after payment of its liabilities, shall be distributed to the members of the corporation in accordance with their undivided percentage interest in the common areas of the condominium.

ARTICLE X

Amendment

These Articles may be amended in the manner provided by law at the time of amendment.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand this 24 day of September, 1976.

David L. Petersen
David L. Petersen

STATE OF WISCONSIN)
) ss.
MILWAUKEE COUNTY)

STATE OF WISCONSIN
DEPARTMENT OF STATE
FILED
SEP 28 1976
DOUGLAS LAFOLLETTE
SECRETARY OF STATE

On this 24th day of September, 1976, personally appeared before me the above named DAVID L. PETERSEN, known to me to be the person whose name is subscribed to the foregoing Articles of Incorporation, and he acknowledged that he executed the same for the purposes therein contained.

Lance C. Horn
Notary Public, Milwaukee County, Wis.
My Commission: expired 10/3/76

This instrument was drafted by David L. Petersen of Quarles & Brady, Attorneys at Law, 780 North Water Street, Milwaukee, Wisconsin 53202.

CEDAR GABLE ASSOCIATION, INC.

DISCLOSURE MATERIALS

SECTION E

MANAGEMENT AGREEMENT

Condominium and Homeowners' Association Management Agreement

ASSOCIATION Cedar Gables Association, Inc.

AGENT Hunt Management Incorporated

For Property located at Cedar Ridge Ct. and Shaker Cir.

Mequon, Wisconsin

Beginning January 1 19 97 Ending December 31 19 97

This agreement (the "Agreement") is made and entered into this 9TH day of December, 1996, by and between the unit owners' association known as Cedar Gables Association Inc. (the "Association"), which is established in accordance with the laws of the State of Wisconsin, for the property known as Cedar Gables located at Cedar Ridge Ct and Shaker Cr., Mequon (the "Property"), Wisconsin 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 1 year(s), beginning January 1, 1997, and thereafter for periods of one year unless this Agreement is terminated as provided in this section or in sections 11 or 12. Either party may terminate this Agreement at the end of the initial term or at the end of any one-year renewal period provided that written notice is given to the other party on or before the sixtieth (60th) day prior to the expiration of the initial term or on or before the sixtieth (60th) day prior to the expiration of such one-year renewal period.

Section 2 SERVICES OF AGENT

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

2.1 COLLECTION OF ASSESSMENTS

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

2.2 RECORDS OF INCOME AND EXPENDITURES

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

2.3 PREPARATION OF ANNUAL BUDGET

Sixty (60) days prior to the beginning of each fiscal year, which begins on November 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.

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, snow removal,
window washing, refuse collection, etc.

2.6 EMPLOYMENT OF PERSONNEL

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

2.7 PAYMENT OF EMPLOYMENT TAXES

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

2.8 UTILITIES AND SERVICES CONTRACTS

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

2.9 PAYMENT OF EXPENSES

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

2.10 RECORDS OF INSURANCE

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

2.11 OTHER SPECIFIC SERVICES OF AGENT

Section 3 LIMITATION ON EXPENDITURES BY AGENT

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

Section 4 AGENT NOT RESPONSIBLE FOR MAINTENANCE OF INDIVIDUAL UNITS

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

Section 5 DISPOSITION OF FUNDS

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

5.1 DEPOSIT OF COLLECTIONS

Agent shall deposit all monies collected on behalf of the Association in a bank or other financial institution whose deposits are insured by the federal government or such other depository as directed by the Association 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 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 the 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 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 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 shall
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 \$ 600.00 per month. The management fee shall be paid monthly in advance. The management fee shall be adjusted annually upon approval by the Board of the Annual Budget, which adjustment shall be incorporated into this Agreement by reference. No further charge shall be made by Agent for Agent's services and other services of Agent's professional staff, except as otherwise expressly provided in this Agreement. Any clerical services performed for the Association, such as preparation and circulation of notices and newsletters and general correspondence of the Association, shall be at the Association's expense, including postage and other expenses.

9.2 FOR CONSTRUCTION, REMODELING, OR OTHER CONTRACTING SERVICES

By Individual Agreement

9.3 FOR OTHER SERVICES

Appearances at depositions, hearings, trials or
similar proceedings on behalf of or in conjunction
with Agents service to Association - \$50.00 per
hour.

Section 10 OBLIGATIONS OF THE ASSOCIATION

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

10.1 SAVE AGENT HARMLESS FROM LIABILITY SUITS

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

10.2 ESTABLISH AND MAINTAIN LIABILITY INSURANCE

The Association shall carry at its own expense public liability, boiler, fire and extended coverage, elevator liability (if elevators are part of the equipment of the Property), and workers' compensation insurance, and such other insurance as may be necessary or appropriate. Such insurance policies shall name both the Association and Agent as 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 ten (10) days from the date of execution of this Agreement; or Agent may, but shall not be obligated to, place said insurance and charge the cost thereof to the account of the Association. Said policies shall provide that notice of default or cancellation shall be sent to Agent as well as to the Association and shall require a minimum of sixty (60) 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.

10.4 SAVE AGENT HARMLESS FROM LABOR LAW VIOLATIONS

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

10.5 PROVIDE FOR INITIAL DEPOSIT AND CONTINGENCY RESERVE

Immediately on commencement of this Agreement, the Association shall remit to Agent the sum of \$ 2,000.00 to be deposited in the account(s) established for the Association pursuant to paragraph 5.1, such amount representing the estimated disbursements to be made in the first month, plus an additional sum of \$ 4,000.00 as a contingency reserve. The Association agrees to maintain this contingency reserve amount at all times and shall agree in writing to a new contingency reserve when such is required. The contingency reserve thus established is to enable Agent to pay obligations of the Association as they become due and is an amount separate from the reserve funds which accrue from assessments of individual unit owners.

10.6 APPROVE ANNUAL BUDGET

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

Section 11 TERMINATION BY AGENT FOR CAUSE

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

Section 12 TERMINATION BY THE ASSOCIATION; CANCELLATION FEE

The Association ^{or, Agent} may cancel this Agreement at any time on not less than sixty (60) days prior notice to Agent, ~~provided that such notice~~ or Association. ~~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.~~

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 Address)

21.2 TO THE ASSOCIATION

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 9TH day of December, 19 96

Witnesses:

Alison V. Waase

Board:

Patricia Waase
Gedney S. Lucas

Agent:

Firm Hunt Management Incorporated

By Jeffrey S. Hunt

Submitted by _____

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT

(Name)

(State whether individual, partnership, corporation, etc.)

located at

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:

a
Signature of Taxpayer

Title

Witness

Signature of Taxpayer

Witness

Title

Acknowledged before me this day of , 19.

NOTARIAL
SEAL

CEDAR GABLE ASSOCIATION, INC.

DISCLOSURE MATERIALS

SECTION F

ANNUAL OPERATING BUDGET



A Community Presence

October 28, 2024

Hello Cedar Gables Members:

For your review and use, we have enclosed the final 2024-25 Budget for Cedar Gables which was approved at the October meeting of the Board of Directors.

After reviewing the Association's financial status, the Board of Directors has resolved that the monthly condominium fees will remain the same for the 2024-2025 fiscal year – at \$195 per month.

If your dues are currently being withdrawn via ACH set up through Hunt Management, that will continue without interruption. For those of you that are paying by other means, payment should be mailed to:

Cedar Gables Association
c/o Hunt Management, Inc
P.O. Box 1755
Arlington Heights, IL 60006-1755

To reduce cost and waste, ***we will not be automatically ordering remittance coupon booklets*** for members – as most go unused. However, if you find the remittance slip to be necessary, you may order one by calling our office no later than Friday, November 8th. After November 8th there will be a \$10.00 additional fee assessed. This will be the final year that coupon books are offered, and we strongly encourage ACH.

As always, your Board of Directors and management team continue their efforts toward maintaining and improving the financial and physical soundness of the Association and we thank you for your continued participation and support. If you ever have questions about the finances of the Association, please do not hesitate to reach out.

Sincerely,

Hunt Management Incorporated, AAMC
Management Company for
Cedar Gables Association, Inc

Melissa Lebron

Portfolio Manager

Enclosure

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

(262)238-1480

www.huntmanagement.com
clientservices@huntmanagement.com

CEDAR GABLES ASSOCIATION, INC
FINANCIAL REVIEW AND
2024-25 BUDGET

INCOME	CURRENT BUDGET	ACTUAL 2022	ACTUAL 2023	YTD through 8/31/2024	EST. YEAR END	BUDGET 2024-25
MAINTENANCE FEES	140,400	140,400	140,400	117,000	140,400	140,400
INSURANCE INCOME	43,167	37,781	39,243	110,840	110,840	56,202
INTEREST	300	732	4,762	3,488	4,185	1,000
LATE FEES	-	500	425	525	525	-
RESERVE CONTRIBUTION	15,000	9,752	20,796	13,956	13,956	21,167
MISCELLANEOUS	-	13	-	60	60	-
PREPAID ASSESSMENTS	-	(1,016)	(490)	(303)	(303)	-
LEGAL REIMBURSEMENT	-	-	-	-	-	-
OPERATING INCOME	\$198,867	\$188,162	\$205,136	\$245,566	\$269,663	\$218,769
OPERATING EXPENSES						
MANAGEMENT	16,194	14,688	15,422	13,495	16,194	16,194
ACCOUNTING	200	195	195	195	195	200
INCOME TAX	-	0	0	1,103	1,103	1,000
LEGAL FEES	500	0	198	2,089	2,089	1,500
INSURANCE	43,167	39,041	37,695	91,446	91,446	56,202
POST/PRINT/FAX	750	688	360	1,312	1,574	1,250
LAWN CARE CONTRACTS	38,523	35,368	34,369	21,977	34,868	37,822
TREES/LANDSCAPE	2,000	699	2,881	6,015	6,015	2,000
IRRIGATION SYSTEM	1,200	827	824	4,029	4,029	1,200
SNOW REMOVAL	35,000	18,345	40,467	21,586	21,586	35,000
REFUSE/RECYCLING	15,243	14,536	14,668	12,098	14,518	15,700
HANDYMAN	10,000	11,556	1,761	975	975	10,000
MAIN/REP/SUPP	4,000	5,423	171	0	0	4,000
ELECTRICITY	1,452	1,121	1,398	957	1,148	1,171
WATER (BERM)	1,000	3,514	464	2,030	2,030	2,100
MISCELLANEOUS	-	55	0	50	50	50
RESERVE**	11,737	22,000	12,811	9,781	11,737	8,205
OWNERS GATHERING	900	751	785	0	1,667	1,500
ELECTRICAL	2,000	2,529	-	0	0	2,000
OPERATING EXPENSES	\$183,867	\$171,335	\$164,468	\$189,139	\$211,224	\$197,094
CAPITAL EXPENSES*						
RESERVE STUDY	\$0	\$0	\$0	\$1,675	\$1,675	\$1,675
FENCES	\$0	\$0	\$10,527	\$0	\$0	\$0
CAPITAL IMPROVEMENTS	\$0	\$0	\$0	\$1,400	\$0	\$0
LANDSCAPE IMPROVEMENT	\$15,000	\$9,752	\$16,599	\$13,957	\$13,957	\$20,000
TOTAL	\$15,000	\$9,752	\$27,126	\$17,032	\$15,632	\$21,675
NET INCOME	\$0	\$7,075	\$13,541	\$39,395	\$42,807	\$0

*Paid from Capital Reserve Account

** This does not represent the recommendation of Hunt Management. This amount was determined using whatever income was "leftover" assuming the Board's long-standing desire to have no increase to dues. The only recommended guide to project proper reserve funding is a complete Reserve Study.

CEDAR GABLE ASSOCIATION, INC.

DISCLOSURE MATERIALS

SECTION G

RULES AND REGULATIONS

CEDAR GABLES ASSOCIATION, INC

This document is part of the larger set of “Governing Documents” which is comprised of a series of legally binding documents that are affiliated with your ownership of a condominium unit within Cedar Gables Association, Inc. These rules are to be considered along with the rest of the Governing Documents to fully understand the operations, expectations, and policies of the Association.

AMENDED AND RESTATED RULES & REGULATIONS

effective 12/1/2023

Conduct

The initial section of this policy is meant to clearly acknowledge that the members of Cedar Gables have a long history of being quite neighborly and accommodating. With our changing times, written policies of conduct are becoming common place and the following policy is being incorporated as an industry standard.

Unit Owners and residents shall not engage in any abusive or harassing behavior, either verbal or physical, or any form of intimidation or aggression directed at other members, residents, guests, occupants; or management, its agents, its employees, or vendors.

Harassing behavior will include any unwelcome contact and excessive contact (email, texts, phone calls, mail, or visits to a home or place of service) to management, its agents, its employees or vendors; the Board, or other Association residents. Harassing behavior will also include physical and/or abusive actions – including defamation, threats, insults, profanity, and obscenities – as well as cyber actions (spreading malicious content and accusations on the internet).

For the purpose of this rule, “excessive” is defined as more than two (2) contacts; either email, text, phone call, mail, or visit to place of service, per week about the same subject or concern. If a question has been asked and answered and is still being asked, that will be construed as excessive.

If there is more than one concern to address, they should be handled in one communication. Those concerns may be acted on individually or as a group by the Board or management company, dependent upon the concerns or situations. Once a determination has been made, a response will be provided by the Board or management company.

Interference with any contracted vendor performing work at the direction of the Board or the Management Company is not permitted. Nor is interference or disruption at any meeting of the Association.

Fences

Installation of new fences is not permitted. The only exception to this rule is that the Board may approve installation of a small privacy fence that separates the yard area of adjoining units. This privacy fence may not exceed 8’ in height and may not extend further than the patio. Any fences that are not properly

maintained and/or fall into a state of disrepair may be required to be removed within 30 days, upon written notice by the Board of Directors.

Garages

Garage doors must be kept closed when not being actively used for ingress/egress.

Insurance Claims & Deductibles

In the event of any insured loss, the Association's deductible shall be considered a maintenance expense to be paid by the person or entity (including the Association) who would be responsible for such maintenance under the Condominium Documents, in the absence of insurance. If the loss originates in more than one Unit or a Unit and the Common Elements, the deductible shall be equitably apportioned by the Board – in its sole discretion – among the parties suffering loss in proportion to the total cost of repair of insurable items. The amount due from any Unit owner for the deductible shall be an assessment and the Board's decision on the allocation of the deductible shall be conclusive as long as the Board provided each interested party an opportunity to state its position prior to any apportionment. In determining the allocation of the deductible, the Board may take into account whether or not the negligence of any person or entity contributed to the loss, even if the loss didn't originate from that unit (e.g. a unit owner leaves a window open in the winter and a common pipe freezes and bursts) and may allocate the deductible based on any such negligence.

Late Fees

Any charge that is not paid in full by its due date will be assessed a \$25 late fee.

Modifications / Improvements / Construction

Any work being done in or to the exterior of your unit requires prior application to and written approval from the Board of Directors.

As a courtesy to your neighbors, construction that can be heard from outside of your unit is limited to the hours of 7am and 8pm Monday through Saturday.

Nothing may be placed or stored in the common areas or limited common areas without the written permission of the Board of Directors. This includes dumpsters, port-a-potties, construction materials, equipment, etc.

Parking

Parking on both sides of the street is not permitted in locations where doing so may interfere with easy passage of two lanes of traffic. Overnight parking in the roads is prohibited in the by-laws of the Association.

Parking in front of mailboxes is prohibited at all times.

All vehicles belonging to residents of a unit must be parked inside the garage when not in use.

No vehicle may be parked overnight in a driveway unless all parking spaces within the appurtenant garage are also fully occupied by vehicles.

Storage of personal property (other than a vehicle) may not be the cause for a vehicle being parked in the driveway that would otherwise fit in the garage.

“Private Vehicles” as referenced elsewhere in the Association’s governing documents will be interpreted to mean personal and/or non-commercial. Any vehicle that displays the name of a business, displays contact information, or is outfitted for commercial equipment (i.e. ladder racks) will not be considered a personal or private vehicle.

“Overnight” parking is considered to be between the hours of 1:00am and 5:00am. Any vehicle parking in a location where “overnight parking” is prohibited during these hours will be considered in violation of the policy.

Payment of Dues

Monthly dues are due on the 10th of each month.

Pets

Pets must be kept on leash that is in direct control of a responsible person when in the common areas (i.e. no staking/tying out a pet).

All pet waste must be immediately picked up of and properly disposed of.

Roofs

All roof and gutter replacements require prior application to and written approval from the Board of Directors. This application must be accompanied by a completed copy of the Association’s roofing checklist – which is available through your owner portal or by calling our property management company.

1. Asphalt Shingles must be used at the time of complete shingle replacement. New cedar shake roofs are no longer permitted.
 - a. Only GAF Timberline shingles as approved by the Board of Directors may be used, which are currently as follows:
 - i. Timberline Ultra HD (preferred)
 - ii. Timberline HD (acceptable)
 - b. The permitted shingle colors are currently Weathered Wood or Pewter Gray – depending on the color of your building.
2. To obtain GAF’s roof system warranty, the installer must be either a GAF Certified Installer or GAF Master Elite Installer. The installer must meet GAF’s material and installation requirements to acquire the warranty and register it to the unit owner.
3. All roof replacements must include adequate ventilation which must be shown on the application paperwork. This may require modified or additional means of ventilation.

If you are treating an existing cedar shake roof, application of any material that will change its natural color is not permitted. Use of any coating/application on existing cedar shakes will also require prior application to and written approval from the Board of Directors.

Speed Limit

Within the Association, there is a speed limit of 15mph.

Trash & Recycling

Trash & recycling bins must be stored indoors. For pickup, bins may be set out no earlier than 6:00pm the evening prior and must be placed back inside on the same day of pickup.

Violations

Violations may be reported by any member of the Association. In order for the reported violation to be addressed by the Board all of the following information must be provided in writing:

1. Citation of the policy that was violated
2. Name & address of the unit in violation
3. Name and address of person reporting the violation
4. Location that violation occurred
5. Date & time violation occurred
6. Has the violation ended or is it ongoing?
7. Full description of what occurred
8. Documentation supporting your claim

All information should be sent to the Association's property manager to be included in the Board's next meeting agenda.

Wildlife

The feeding of wildlife is prohibited within Cedar Gables. The only exception to this rule is that songbirds may be fed from an elevated feeder specifically designed for this use, which is not accessible to deer.

ENFORCEMENT POLICY

The following is a schedule of the fines that will be imposed for non-compliance with the law, the Declaration, Bylaws, rules, regulations, covenants, conditions or restrictions (herein collectively "Condominium Documents"):

1. A WRITTEN WARNING for a Unit Owner or resident's first violation of the Condominium Documents. In addition, a member of the Board may attempt to contact the offending party to explain the violation and the need that all residents and Unit owners comply with the Condominium Documents.
2. FIFTY DOLLARS (\$50.00) shall be assessed against a resident or Unit Owner for a second violation of the Condominium Documents (or for the violation that remains after the Unit Owner has received the warning letter discussed in 1.a). The second violation does not need to be the same violation as the first violation in order for the \$50 fine to be assessed.
3. ONE HUNDRED DOLLARS (\$100.00) shall be assessed against a resident or Unit Owner for each successive violation of the Condominium Documents.
4. Notwithstanding item (1-3) immediately above, FIVE HUNDRED DOLLARS (\$500.00) shall be assessed for each violation of the Condominium Documents, when in the sole opinion of the Board of Directors the violation meets one or more of the following criteria:
 - a. The violation is in direct defiance of a previous mandate from the Board of Directors.
 - b. The violation was malicious in its intent.
 - c. The violation is evidence of a pattern of the resident's or Unit Owner's noncompliance with the Condominium Documents.
 - d. The violation is of such a nature that the violation cannot be corrected and/or that direct monetary restitution cannot be determined. (i.e. if alterations are made that cannot be restored to their original state.)

Each day that a violation exists shall be a new violation subject to fine at the discretion of the Board.

The Board may also assess a unit owner who has violated the Condominium Documents for the actual attorney fees incurred associated with reviewing the facts and Condominium Documents and advising the Board.

In the event that the Association retains an attorney to collect any funds due, enforce any rule within its governing documents, bring any claim against a unit owner or defend any claim or allegation by a unit owner, including any counterclaim, the Association shall, if it is the prevailing party in the claim or defense, be entitled to collect from the unit owner all of its costs and expenses, including reasonable attorney fees. In the event that the Association retains an attorney to represent the Association's interest in a suit filed by the unit owner's mortgage company in which the Association is a named defendant, the Association shall be entitled to collect from the unit owner all of its costs and expenses, including reasonable attorney fees. This Rule does not apply to owners' fair housing complaints, neither State nor Federal.

APPEAL PROCESS

Any Unit Owner or resident who has been accused of violating the Condominium Documents or been fined may demand that the matter be heard by a Grievance Committee. Such demand must be in writing and provided to the Board of Directors within 14 calendar days of the notice of the violation or fine. If no demand is made within 14 calendar days, then the finding of a violation and/or fine shall be final and binding. If a demand is timely made, the matter shall be submitted to the Grievance Committee within seven (7) days.

GRIEVANCE COMMITTEE RULES AND PROCEDURES:

1. The Grievance Committee shall consist of three (3) members at large of the Association who are chosen by the Board. The members at large shall not be officers or members of the Board, nor a relative of one.
2. The Grievance Committee may either be a standing committee, with each member serving for one (1) year, or the committee may be ad hoc and appointed on an as needed basis by the Board of Directors.
3. A majority vote of the Committee will determine the action and decisions of the Committee.
4. Members of the Committee must not be directly involved in the specific dispute at hand.
5. Upon receipt by the Grievance Committee of a grievance, the matter shall proceed as follows:
 - a. A letter shall be sent by certified mail, return receipt requested, informing all parties:
 - i. Of the time, place and date of a hearing before the Grievance Committee.
 - ii. Of the right to counsel.
 - iii. That evidence shall be received and a record made whether or not the party complained against attends.
 - b. The hearing shall be divided into two (2) sections:
 - i. The hearing.
 1. The Hearing Section shall be open to only the Grievance Committee, the parties involved, their attorneys and witnesses.

2. If the complainant, or their representative, fails to appear at the hearing without a valid excuse acceptable by the Grievance Committee, the grievance shall be dismissed without prejudice and reasonable and necessary costs incurred by the responding party assessed against the complaining party.
 3. If the alleged offender fails to appear, the complainant must prove his/her grievance and no presumption shall be made against the alleged offender for non-appearance.
 4. The burden of proof shall be on the complainant to prove the grievance by a preponderance of the evidence.
- ii. The determination and decision.
1. The Determination and Decision Section of the meeting shall be open only to the Grievance Committee, and possibly the attorney for the Association if so requested by the Grievance Committee. The decision will be rendered in writing to all concerned parties within five (5) business days of the hearing.
 2. The decision of the Grievance Committee is final and binding. There shall be no appeal of the decision absent evidence that:
 - a. The award was procured by corruption, fraud or undue means;
 - b. There was evident partiality or corruption on the part of the Grievance Committee, or any of them;
 - c. The member of the Grievance Committee were guilty of misconduct in refusing to postpone the hearing, upon sufficient cause shown, or in refusing to hear evidence pertinent and material to the controversy; or of any other misbehavior by which the rights of any party have been prejudiced.
 - d. The Grievance Committee exceeded its powers, or so imperfectly executed them that a mutual, final and definite award upon the subject matter submitted was not made.



Date: 01/24/2024

Subject: Cedar Gables: New Standard for Window Replacement, effective immediately

Hello Cedar Gables Members -

At the January 2024 meeting of the Board of Directors, the following resolution was passed:

Moving forward, the Board will not approve any "window inserts" for the replacement of street-facing windows. Instead, only full replacements will be approved to better keep adjoined units in aesthetic harmony.

While the Board recognizes that inserts can be a cost-effective alternative to full replacement, they are not viable in all instances which will lead to noticeable variation down the road.

Thank you for your understanding and support of the standards of Cedar Gables.

Sincerely,

Kristine Depies
Property Manager

CEDAR GABLE ASSOCIATION, INC.

DISCLOSURE MATERIALS

SECTION H

STATUTORY RESERVE ACCOUNT STATEMENT

JUL 26 2007

STATUTORY RESERVE
ACCOUNT STATEMENT

Document Number

Re: Cedar Gables Association, Inc.

Condominium, being a condominium created under the Condominium Ownership Act of the STATE OF WISCONSIN by a "Declaration of Condominium for Cedar Gables Association Inc.

Condominium", dated the 28th day of November, 1972 and recorded the 29th day of November, 1972 in the Office of the Register of Deeds for Ozaukee County, Wisconsin, in (Reel)(Vol.) 312 of Records, at (Images) (Pages) 153 through 184, as Document No. 252431 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 June 20, 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: Cedar Gables Association, Inc. will use a non-statutory reserve fund and such other means as are available to it by law.

0867235

RONALD A. VOIGT
OZAUKEE COUNTY
REGISTER OF DEEDS
PORT WASHINGTON, WI
TXID: 51374

RECORDED ON
07/23/2007 10:16AM

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

Recording Area

Name and Return Address

c/o Cedar Gables Association, Inc.
Hunt Management Incorporated
10520 N Baehr Road, Suite Q
Mequon, WI 53092

\$11

Parcel Identification Number (PIN)

Dated this 16th day of July, 2007.

* Jere Rice

Title: President, Cedar Gables Assoc.

* Pat Dechant

Title: Vice President, Cedar Gables Assoc.

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 R. Handel, CMCA, AMS
Hunt Management Incorporated

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

ACKNOWLEDGMENT

STATE OF WISCONSIN,)

) ss.

Ozaukee County.)

Personally came before me this 16th day of July, 2007, the above named

Jere Rice

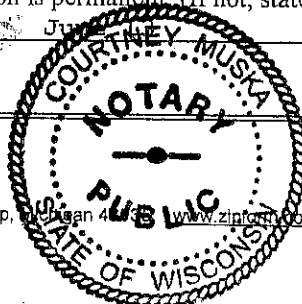
Pat Dechant

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

* Courtney Muska

Notary Public, State of Wisconsin

My Commission is permanent. (If not, state expiration date: _____, 2010.)



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

Hunt Management 10520 N. Baehr Road, Ste Q Mequon, WI 53092

Phone: (262) 238 - 1480

Fax: (262) 238 - 1485

Jeffrey Hunt

Produced with ZipForm™ by RE FormsNet, LLC 18025 Fifteen Mile Road, Clinton Township, Michigan 48116

www.zipform.com

Cedar Gables S

