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FOR HONEY MEADOW CONDOMINIUMS

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BY-LAWS

OF

HONEY MEADOW CONDOMINIUMS OWNERS' ASSOCIATION, INC.

NAME AND PURPOSE

These By-Laws are adopted on July 2, 2004, as the By-Laws of Honey Meadow Condominiums Owners' Association, Inc. (the "Association"), as provided in the Chapter 703 of the Wisconsin Statutes (the "Act") and subject to the terms and conditions of the Declaration of Condominium (the "Declaration"), for Honey Meadow Condominiums (the "Condominium"). All capitalized terms, unless defined herein, shall have the meanings assigned to them in the Act.

ARTICLE 1

MEMBERS, VOTING AND MEETINGS

1.1 MEMBERS. The rights and qualifications of the members are as follows:

A. Defined. Members of the Association shall be all owners of all Units in the Condominium. Every Unit Owner ("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 until such time as his or her ownership of such Unit ceases for any reason, at which time his or her membership in the Association shall automatically cease. For purposes of the Declaration, the Bylaws and the rules and regulations promulgated by the Association, "Unit Owner" and "private owner-occupied" (as used in Section 12.1 of the Declarations) shall include:

(a) With respect to a Unit owner that is a corporation, a shareholder of such corporation;

(b) With respect to a Unit owner that is a partnership, a partner of such partnership;

(c) With respect to a Unit owner that is trust, the trustee or a beneficiary of such trust;

(d) With respect to Unit owner that is other entity, excepting leasehold interests, a holder of a legal or beneficial interest in such entity; AND

(e) With respect to Unit owner that is an individual: (i) the legal owner; (ii) excepting leasehold interests, a beneficiary who holds an equitable interest in the Unit; (iii) a Relative of the legal owner. For this purpose, Relative means a parent, grandparent, great-grandparent, stepparent, step-

grandparent, brother, sister, child, stepchild, grandchild, step-grandchild, great-grandchild, first cousin, 2d cousin, nephew, niece, uncle, aunt, step-brother, step-sister, half-brother, half-sister or any other person related by marriage, consanguinity, affinity or affectional affinity.

B. **One Membership and Vote Per Unit.** One membership and one vote shall exist for each Unit. Voting rights may not be split, and shared membership interests with regard to a single Unit must be voted as one vote by one person pursuant to the designation of that person contained in the Membership List (hereafter defined). If the owners of any Unit cannot agree on how to vote, that Unit shall lose its vote for the particular item voted upon. If a Unit is sold under a recorded land contract, the land contract vendee shall be entitled to cast the vote appurtenant to the Unit. In the event of a dispute, the Association shall be entitled to rely upon the ownership of the Unit as recorded with the Register of Deeds and the Association may require a member to prove ownership before counting such vote. There shall be no cumulative voting.

C. **Loss of Vote if Unpaid Lien.** Regardless of any other provisions of these By-laws, if the Association has filed a statement of condominium lien against a Unit and the amount necessary to release such lien has not been paid at the time of an association meeting, the owners of such Unit shall not be entitled to vote at such meeting.

D. **Membership List.** The Association shall maintain a current membership list (the "Membership List") showing the membership pertaining to each Unit, the address to which notice of meetings of the Association shall be sent, the mortgagee of the Unit if any, and the person designated to cast the vote pertaining to such Unit. Only the person so designated shall be entitled to cast a vote in person or by proxy. A designation may be limited in time or may be changed by notice in writing to the Secretary of the Association signed by a majority of the persons having an ownership interest in the Unit.

E. **Transfer of Membership.** 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 a Unit. Upon transfer of a Unit, the Association shall, as soon as possible thereafter, be given written notice of such transfer, including the name and address of the new owner, identification of Unit date of transfer, name of the person designated to vote, the mortgagee of the Unit if any, and any other information about the transfer which the Association may deem pertinent and the Association shall make appropriate changes to the Membership List effective as of the date of transfer. The Association may provide membership certificates to its members.

1.2 **QUORUM, AND PROXIES FOR MEMBERS' MEETINGS.** A quorum for members' meetings shall consist of a majority of the votes in the Association. 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, up to a maximum of 180 days, unless sooner revoked, and must be filed with the Secretary before the appointed time of the meeting. 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 from time to time until a quorum is present, without further notice. At such adjourned meeting at which a quorum shall be present or represented any business may be transacted which might have been transacted at the meeting as originally noticed.

1.3 **ACT BY MAJORITY.** The act of a majority of votes of the Association present in person or by proxy at any meeting at which a quorum is present shall be the act of the Association, unless provided otherwise under the Act.

1.4 **TIME, PLACE, NOTICE AND CALLING OF MEMBERS' MEETINGS.** Written notice of all meetings stating the time and place and the purposes for which the meeting is called shall be given by the President or Secretary, unless waived in writing by all Unit Owners, to each member at his or her address as it appears on the Membership List of the Association and shall be mailed or personally delivered not less than ten (10) days nor more than ninety (90) days prior to the date of the meeting. Meetings shall be held at such time and place as may be designated by the Board of Directors.

1.5 **ANNUAL AND SPECIAL MEETINGS.** The annual meeting shall be held on or about the second Thursday in November of each year for the purpose of electing directors and of transacting any other business authorized to be transacted by the members. Special meetings of the members shall be held whenever called by the President and any two members of the Board of Directors upon receipt of a written request signed by members with no less than fifty percent (50%) of the votes in the Association.

1.6 **PARLIAMENTARY PROCEDURE.** Meetings of the Association shall be conducted in accordance with the latest revised edition of Roberts Rules of Order.

ARTICLE 2

BOARD OF DIRECTORS

2.1 **POWERS AND DUTIES OF THE BOARD OF DIRECTORS.** The affairs of the Association, including management and operation of the condominium property, shall be handled by the Board of Directors. All powers and duties as shall be necessary for the administration of the affairs of the Association shall be exercised by the Board of Directors. Such powers and duties shall be exercised in accordance with the provisions of the Act, the Declaration, the Articles of Incorporation, and these By-Laws.

2.2 **INITIAL BOARD OF DIRECTORS.** The initial Board of Directors shall consist of three (3) persons, appointed by Declarant in the Articles of Incorporation as follows:

NAME	ADDRESS

Scott C. Fergus	259 West Broadway, #100, Waukesha, WI 53186
Scott E. Allen	259 West Broadway, #100, Waukesha, WI 53186
Mary Norton	259 West Broadway, #100, Waukesha, WI 53186

2.3 NUMBER AND QUALIFICATIONS OF DIRECTORS. After control of the Association passes to the Unit Owners pursuant to the Act, the Board of Directors shall consist of not less than three (3) nor more than seven (7) persons, as shall be determined by a majority vote of the Unit Owners at each annual meeting of the Association. The directors shall be classified with respect to the terms for which they will hold office as set forth in paragraph 3.4 below, and upon such transfer of control of the Association to Unit Owners, no more than one (1) director who is not a member of the Association may be elected to the Board of Directors.

2.4 ELECTION AND TERM OF DIRECTORS. At the first annual meeting of the Association after Association control passes to the Unit Owners, the members shall elect the directors to be classified with respect to the terms for which they hold office by dividing them into two (2) groups as follows:

A. Approximately one-half of the directors whose terms will expire after one (1) year, at the next annual meeting of the Association ("Group 1" Directors).

B. The remaining directors whose terms will expire after two (2) years, at the second annual meeting of the Association after their election ("Group 2" Directors).

2.5 VACANCIES ON BOARD. Vacancies on the Board of Directors caused by any reason other than the removal of a director by a vote of the members shall be filled by a vote of the majority of the remaining directors, even though they may constitute less than a quorum, and each person so elected shall be a director until a successor is elected at the next annual meeting of the members at which that class of directors is to be elected.

2.6 REMOVAL OF DIRECTORS. At any regular or special meeting duly called, any one or more of the directors may be removed with or without cause by a majority of the votes of the membership present or represented at such meeting, providing a quorum is in attendance, and a successor may then and there be elected to fill the vacancy thus created.

2.7 ANNUAL MEETING AND NOTICE. An annual meeting of the Board of Directors shall be held immediately after, and at the same place as, the annual meeting of the members, for the purpose of electing officers and transacting such business as may come before the meeting. Notice of the regular annual meeting of the Board of Directors shall not be required.

2.8 **REGULAR MEETINGS AND NOTICE.** The Board of Directors may provide by resolution for regular or periodic meetings of the Board, to be held at a fixed time and place, and upon the passage of any such resolution, such meetings shall be held at the stated time and place without the necessity of other notice than such resolution.

2.9 **SPECIAL MEETINGS AND NOTICE.** Special meetings of the Board of Directors may be called by the President or by two (2) directors on three (3) days prior written notice to each director, given personally or by mail, which notice shall state the time, place and purpose of the meeting.

2.10 **WAIVER OF NOTICE.** Before, at or after any meeting of the Board of Directors, any director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board shall be a waiver by him or her of notice of the time and place thereof. If all of the directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

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

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

2.13 **COMPENSATION.** No director of the Association shall receive any fee or other compensation for services rendered to the Association except by specific resolution of the membership, and except for reimbursement for costs incurred on behalf of the Association.

ARTICLE 3

OFFICERS

3.1 **DESIGNATION, ELECTION AND REMOVAL.** The principal officers of the Association shall be a President, Vice-President, Secretary and Treasurer, to be elected annually by the Board of Directors. Upon the affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his or her successor shall be elected at a regular meeting of the Board of

Directors, or at any special meeting, called for that purpose. Any two or more offices, except a combination of the offices of President and Secretary, may be held by the same person.

3.2 **PRESIDENT.** The President shall be selected from among the members of the Board of Directors and shall be the chief executive officer of the Association. He or she shall preside at all meetings of the Association and of the Board of Directors. He or she shall have all the general powers and duties which are usually vested in the office of President including, but not limited to, the power to sign, together with any other officer designated by the Board, any contracts, checks, drafts or other instruments on behalf of the Association in accordance with the provisions herein. The President shall perform such duties and have such other authority as may be delegated by the Board of Directors.

3.3 **VICE-PRESIDENT.** The Vice-President shall take the place of the President and perform his or her duties whenever the President shall be absent or unable to act. If both the President and the Vice-President are unable to act the Board of Directors shall appoint some other member of the Board to act on an interim basis. The Vice-President shall also perform such other duties as shall from time to time be imposed upon him or her by the Board of Directors.

3.4 **SECRETARY.** The Secretary shall keep the minutes of all meetings of the Board of Directors and of the Association and shall have charge of the Association's books and records, and shall, in general, perform all duties incident to the office of the Secretary. The Secretary shall be responsible for maintaining the Membership List and the issuance of membership certificates for the Association.

3.5 **TREASURER.** The Treasurer shall have responsibility for the Association's funds and shall be responsible for keeping, full and accurate accounts of all receipts and disbursements and financial records and books of account on behalf of the Association. The Treasurer shall be responsible for the deposit of all monies and all valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors. The Treasurer shall also be responsible for the billing and collection of all common and special charges and assessments made by the Association. The Treasurer shall count votes at meetings of the Association.

3.6 **LIABILITY AND INDEMNITY OF DIRECTORS AND OFFICERS.** No person shall be liable to the Association for any loss or damage suffered by it on account of any action taken or omitted to be taken by him or her as a director or officer of the Association, if such person (a) exercised and used the same degree of care and skill as a prudent man or woman would have exercised or used under the circumstances in the conduct of his or her own affairs, or (b) took or omitted to take such action in reliance upon advice of counsel for the Association or upon statements made or information furnished by officers or employees of the Association which he or she had reasonable grounds to believe to be true. The Association shall, to the fullest extent permitted or required by Sections 181.041 to 181.053, inclusive, of the Wisconsin Nonstock Corporation Law, including any amendments thereto but in the case of any such amendment only to the extent such amendment permits or requires the Association to

provide broader indemnification rights than prior to the amendment, indemnify its directors and officers. The foregoing shall not be exclusive of other rights and defenses to which such person may be entitled as a matter of law. The Board of Directors may provide directors' and officers' liability insurance in such amounts and with such coverage as may be determined by the Board of Directors to be necessary or advisable from time to time.

3.7 **COMPENSATION.** No officer of the Association shall receive any fee or other compensation for services rendered to the Association except by specific resolution of the membership, and except for reimbursement for costs incurred on behalf of the Association.

ARTICLE 4

DECLARANT CONTROL

Regardless of any other provisions contained in these By-Laws, Declarant (or persons(s) designated by him), shall have the right at its option to appoint and remove the officers of the Association or to exercise the powers and responsibilities otherwise assigned by the Declaration or the Act to the Association or its officers.

ARTICLE 5

OPERATION OF THE PROPERTY

5.1 **THE ASSOCIATION.** The Association, acting through the Board of Directors, shall be responsible for administration, maintenance, management and operation of the condominium property, in accordance with the Act, the Declaration, the Articles of Incorporation, and these By-Laws. The Association, by resolution of the Board of Directors, shall have full power and authority to borrow money and acquire and convey property on behalf of the Association, provided that any single Association loan, acquisition, conveyance, or mortgage involving the sum of $10,000.00 (which principal allowable amount shall be adjusted annually upward each year from the date first written above to account for inflation) or more, shall first be approved by the membership at an annual or special meeting called for such purpose. The Association may contract for management services or a managing agent with respect to the administration and operation of the Condominium.

5.2 **RULES AND REGULATIONS.** The Association, through the Board of Directors, may from time to time adopt rules and regulations governing the operation, maintenance and use of the Units and the Common and Limited Common Elements by the Unit Owners and occupants. Such rules and regulations of the Association shall not be inconsistent

with the terms of the Declaration or the contracts, 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 and Limited Common Elements by persons entitled thereto. The Association members, their lessees or guests, and any occupants of the Units, shall conform to and abide by all such rules and regulations. The Association through its Board of Directors shall designate such means of enforcement thereof as it deems necessary and appropriate. The rules and regulations may be adopted, altered, and amended or repealed by either the members of the Association or the Board of Directors, in each case by an affirmative vote of 67% or more of the votes present or represented at a meeting at which a quorum is in attendance, provided such action has been included in the notice of meeting, and provided that no rule or regulation adopted by the members shall be amended or repealed by the Board of Directors if the rule or regulation so adopted so provides.

5.3 **COMMON EXPENSES AND ASSESSMENTS.** The Board of Directors shall determine the common expenses of the Association, and shall prepare an annual operating budget for the Association in order to determine the amount of the assessments payable by each Unit to meet the estimated common expenses of the Association for the ensuing year. The amounts required by such budget shall be assessed against the Units and allocated among the members of the Association according to their respective percentages of ownership in the Common Elements as set forth in the Declaration. The assessments shall be made on an annual basis and shall be prorated and due and payable in quarterly installments. If not paid on or before the due date, the assessment shall bear interest at three percent (3%) over the prevailing prime rate of interest as specified in the Wall Street Journal, Midwest Edition (or a comparable publication if the Wall Street Journal is no longer published), determined as of the first day of each month, until paid in full; provided, however, that the interest rate shall not equal or exceed that as prohibited by law. If delinquent for more than thirty (30) days, the Association may accelerate the annual assessment remaining unpaid with respect to such delinquent Unit for purposes of collection or foreclosure action by the Association. In the event the annual budget and assessments are not determined prior to the beginning of a fiscal year of the Association, the assessment for the prior year shall remain in effect until revised by the Board of Directors.

5.4 **SPECIAL ASSESSMENT FOR CAPITAL IMPROVEMENTS.** In addition to the assessments authorized above, the Board of Directors may levy, in any assessment year, a special assessment applicable to that year only for the purposes of: (a) defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Elements, including fixtures and personal property related thereto; (b) offsetting shortages resulting from non-collection of the annual assessment or underestimation; and (c) paying unusual or unpredicted costs, such as cost of collecting annual assessment or enforcement of the provisions of the Declaration; provided, however, that any such assessment shall have the approval of two-thirds (2/3) of the votes of the Board of Directors.

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

A. Costs and expenses (including actual attorneys' fees) incurred for damage to the Common Elements caused by or at the direction of that Unit Owner, or guests or tenants of the Unit Owner, or other occupants of the Unit;

B. Costs and expenses (including actual attorneys' fees) incurred in any suit, action, or other proceeding to enforce the Act, the Declaration, the By-Laws, or the Rules or Regulations where there is found to be a violation thereof by that Unit Owner, or guests or tenants of the Unit Owner, or other occupants of the Unit;

C. Costs and expenses incurred for emergency repairs to a Unit;

D. Interest due on General and Special Assessments owed by that Unit Owner;

E. A proportional share of real estate taxes assessed against the building if such taxes are not assessed against individual units.

5.6 OPERATING BUDGET. The annual operating budget shall be prepared and determined by December 1st of each calendar year. The Board of Directors shall advise all members of the Association in writing of the amount of common assessments payable on behalf of each Unit by the date of the annual membership meeting and shall furnish copies of the budget on which such common assessments are based to each member. If within fifteen (15) days after the delivery of the budget to the members a petition is presented to the Board of Directors protesting such assessments or the budget upon which they are based, and the petition is signed by members representing more than fifty percent (50%) of the Association votes, then the directors shall notify all members of a meeting called for the sole purpose of reviewing such assessments or budget. At such meeting, the vote of more than fifty percent (50%) of the Association votes may revise the budget and assessments, and such revised budget and corresponding assessments shall replace for all purposes the ones previously established.

5.7 COMMENCEMENT OF PAYMENTS. Each unit in the condominium shall begin paying common expenses to the Association as of the date of the first transfer of title to such unit by the Declarant, with subsequent monthly installments due on or before the 1st day of each succeeding month. Such payments of common expenses shall be in accordance with the proposed annual budget prepared by Declarant for the Association Prior to the first transfer of title to it is completed, whichever shall first occur, Declarant shall not be required to pay installments of common expenses or reserve funds to the Association with regard to completed but unsold units. However, during such time Declarant shall be responsible for paying any deficiency in operating expenses of the Association which are not covered by the assessments paid by Unit Owners pursuant to the annual budget. Declarant shall make customary payments of assessments as to completed but unsold units owned by Declarant beginning no later than 12 months after the date construction of a unit is completed, evidenced by issuance of an occupancy permit for such unit. At such time as Declarant is making customary payments of assessments pursuant to the annual budget as to all units owned by Declarant, whether or not Declarant is required to do so, Declarant shall no longer be responsible for paying any deficiency in operating expenses of the Association.

5.8 DEFAULT AND LIENS. All assessments, until paid, together with interest (as described in Section 6.3) and actual costs of collections, upon filing by the Association of a statement of condominium lien shall constitute a lien on the Units on which they are assessed and on the undivided interest in the Common Elements appurtenant thereto. If a member of the Association is in default in payment of any charges or assessments for a period of more than thirty (30) days, the Board of Directors, in the name of the Association, may file liens therefore and bring suit for and on behalf of the Association, as representative of all members, to enforce collection of such delinquencies or to foreclose the lien therefore, as provided by law, and there shall be added to the amount due the costs of collection and interest, together with attorney fees. Liens shall be signed and verified on behalf of the Association by any officer of the Association. The owners of a Unit against which a lien has been filed shall not be entitled to vote at Association meetings until the lien has been paid in full.

5.9 RESERVES BY FIRST UNIT OWNERS. At the time of purchase, the first Unit Owner (after the Declarant) of each Unit shall pay to the Association one additional full month's maintenance fee to be applied to the general contingency reserves.

ARTICLE 6

REPAIRS AND MAINTENANCE

6.1 INDIVIDUAL UNITS. Each Unit Owner, at his sole expense, shall be responsible for keeping the interior of his unit and all of its equipment, fixtures and appurtenances in good order, condition and repair and in a clean and sanitary condition. Each Unit Owner must perform properly or cause to be performed all maintenance and repair work within his own unit which if omitted would affect the project in its entirety or in a portion belonging to other owners, and such owner shall be personally liable to the Association or to adjoining Unit Owners, as the case may be, for any damages caused by his failure to do so. Without in any way limiting the foregoing, in addition to decorating and keeping the interior of the unit in good repair, each Unit Owner shall be responsible for the maintenance, repair or replacement of any heating and air-conditioning equipment (including appurtenant compressor and equipment), plumbing fixtures, lighting fixtures, refrigerators, ranges, dishwashers, disposals, laundry equipment such as washers and dryers, water heaters, water softeners, interior electrical wiring and fixtures, or other equipment which may be in, or connect with, the unit or the limited common elements appurtenant to the unit.

6.2 UNIFORM APPEARANCE. For purposes of uniformity of external appearance and quality, the Association may specify the type and quality of materials to be used in replacing, repairing, painting or maintaining the exterior of the Unit and external fixtures such as doors, address indicators, lighting fixtures and other items which may be determined from time to time by the Board of Directors of the Association.

6.3 COMMON ELEMENTS. The Association shall be responsible for the management and control of the Common Elements and Limited Common Elements, and shall cause

the same to be maintained, repaired and kept in good, clean, attractive and sanitary condition, order, and repair, except to the extent individual Unit Owners are responsible therefore as provided hereinafter with respect to Limited Common Elements. Without in any way limiting the foregoing, the Association shall be responsible, at Association expense (unless necessitated by the negligence or misuse of a Unit Owner, or the tenant, guest or agent of a Unit Owner and not covered by insurance, in which case such expense shall be charged and specially assessed to such Unit Owner), for accomplishment of the following specific items of maintenance and repair with respect to the Common Elements:

A. Routine painting, repairing, restoration, maintenance, and decorating of driveways, the exterior of each building, including walls, roofs, doors, gutters, patios and downspouts.

B. All cleaning, painting, repair, restoration and general maintenance of the Common Elements.

6.4 LIMITED COMMON ELEMENTS. Each Unit Owner, at his or her sole expense, shall be responsible for keeping the Limited Common Elements appurtenant to his or her Unit, as defined in the Declaration, in a good, clean, and attractive condition, including the general repair, maintenance, or replacement of exterior lighting fixtures and associated equipment, the removal of snow and ice, and the replacement of broken glass and screens; except, however, that the Association shall be responsible for mailboxes, and exterior window washing.

6.5 ASSOCIATION SERVICES. The Association may provide any service or maintenance requested by a Unit Owner or owners with respect to individual Units or Limited Common Elements that the Association is able and willing to provide or perform, and shall specially assess such requesting owner or owners therefore.

ARTICLE 7

GENERAL

7.1 FISCAL YEAR. The fiscal year of the Corporation shall begin on the first day of January and end on the last day of December in each year, unless a different fiscal year is elected by the Association.

7.2 ADDRESS. The mailing address of the Association shall be 259 West Broadway, Suite 100, Waukesha, Wisconsin 53186, until such time as a new mailing address is designated by the Declarant or Association.

7.3 SEAL. The Corporation shall have no seal.

ARTICLE 8

AMENDMENTS

8.1 BY MEMBERS. These By-Laws may be altered, amended or repeated and new By-Laws may be adopted by the members, at any meeting called for such purpose, by the affirmative vote of Unit Owners having sixty-seven percent (67%) or more of the votes in the Association.

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

ARTICLE 9

MISCELLANEOUS

9.1 RECORD OF OWNERSHIP. Every Unit Owner shall promptly cause to be duly recorded or filed of record the deed, assignment or other conveyance to him of such unit or other evidence of his title thereto, and present the same to the Board of Directors, and the Secretary shall maintain all such information in the membership list of the Association.

9.2 RECORD OF MORTGAGES. Any Unit Owner who mortgages his or her Unit or any interest therein shall notify the Board of Directors of the name and address of his or her mortgagee, and also of any release of such mortgage, and the Secretary shall maintain all such information in the Membership List of the Association.

9.3 STATEMENT OF ASSESSMENTS. The Association, at the written request of any mortgagee or any prospective purchaser under a written purchase agreement of any Unit or interest therein, shall provide a statement to such person as to the amount of any assessments against such Unit then due and unpaid, within ten (10) business days after such written request is received.

9.4 CONFLICTS. These By-Laws are subordinate and subject to all provisions of the Declaration and any amendments thereto and the Act, which shall control in case of any conflict.

HONEY MEADOW CONDOMINIUM OWNERS' ASSOCIATION, INC.

RULES,

REGULATIONS

&

ENFORCEMENT PROCEDURES

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I. INTRODUCTION

The Board of Directors and Association would like to welcome you to HONEY MEADOW CONDOMINIUM OWNERS' ASSOCIATION, INC. We are pleased that you have chosen to reside at THE CONDOMINIUM and hope that you will enjoy your home.

Condominium living is very different than living in a private residence and the changes may require adjustment for some individuals. Rules, governing the day-to-day use of the property, have been adopted by the Board of Directors, as detailed in this booklet. All residents are subject to all provisions of the Condominium Declaration, Articles of Incorporation of HONEY MEADOW CONDOMINIUM OWNERS' ASSOCIATION, INC., Bylaws, and these Rules. At times, these documents or actions taken by the board might not be in direct accord with actions that an Owner might take for a private residence. However, as in any group enterprise, condominium living requires a degree of compromise for the benefit of all. It is essential for all Residents to demonstrate an attitude of courtesy, responsibility and community involvement.

Owners at HONEY MEADOW CONDOMINIUM OWNERS' ASSOCIATION, INC. pay a monthly assessment to cover the expense of major functions that are performed for the benefit of all Owners and Residents. The fee includes such things as lawn care, snow removal, exterior building maintenance, storm water retention basin maintenance and professional Association services. Whenever volunteers do work, the Association and Residents save money. HONEY MEADOW CONDOMINIUM OWNERS' ASSOCIATION, INC. thrives on the help of volunteers. Members of the Board of Directors and committees all work without compensation. Their reward is the satisfaction of helping to maintain an attractive, pleasant place to live. All Owners should be aware of their responsibility to volunteer some of their time and talent to the Association.

If you have questions, concerns or want to volunteer to help in some way, please contact
Mary Norton.
(262) 650-3623

II. CONDOMINIUM DOCUMENTS

Each Owner should receive a copy of the Condominium documents from, as applicable, the Declarant or a previous Owner. There is a $25 charge for replacement documents.

III. RULES AND REGULATIONS

A. DEFINITIONS

"Association" means the association which: (i) all Unit Owners are members; (ii) is known as **HONEY MEADOW CONDOMINIUM OWNERS' ASSOCIATION, INC.; and (iii)** is responsible for carrying out the purposes of this Declaration, including the exclusive Association and control of the Common Elements and Limited Common Elements.

"Common Elements" means, as designated on the Plat, that portion of the Condominium that excludes all Units and Limited Common Elements.

"Condominium" means The Condominium.

"Declarant" means Community Housing Initiative, Inc.

"Declaration" means the Declaration of Condominium of Honey Meadow Condominiums.

"Limited Common Elements" means that portion of the Common Elements and facilities are designated as "Limited Common Elements," as shown on the Plat. Such Limited Common Elements shall be reserved for the exclusive and permanent use of the Owners or occupants of the Unit or Units to which they are appurtenant, to the exclusion of all other Units in the Condominium. Such Limited Common Elements consist of the: (i) patios; and (ii) garage, adjacent and appurtenant to each Unit and designated on the Plat as being assigned to such Unit, the driveway immediately adjacent to the garage door to each Unit, and such other Limited Common Elements as may be identified on the Plat.

"Owner" means that Person(s) who own a fee simple interest in a Unit.

"Person" means an individual, corporation, partnership, trust or other entity.

"Resident" includes the Owner of a Unit as well as all of the Owner's children, guests, invitees and representatives.

"Unit" means a residential condominium Unit located on the Condominium.

"Vehicle" shall include airplanes, jets, helicopters, automobiles, motorcycles, bicycles, trucks, trailers, boats, campers, scooters, mopeds, snowmobiles, recreational vehicles and the like.

B. VEHICLES

B.1 OUTDOOR PARKING:

a. Outdoor parking by Residents is restricted for use by invitees of Owners.

b. No vehicle may remain parked, continuously, in the outdoor parking area for more than two weeks.

c. A Resident may not utilize the outdoor parking area to park such Resident's vehicles.

d. Residents are permitted to park their vehicles in the driveway of the Unit, which, as applicable, such Resident owns or is visiting.

B.2 GENERAL

a. Cooking or sleeping in vehicles on THE CONDOMINIUM property is prohibited.

b. All Residents must register their vehicles with Association within 7 days of residency. Failure to register will result in a warning notice being issued. If after 7 days from the issuance of the notice the Resident has not registered his or her vehicles, the Association will issue a fine of ten dollars ($10.00) for each day of the continuance of the violation..

c. Motorcycle parking may be permitted in an outdoor parking space. A protective plate must be placed under the motorcycle rest stand at all times to prevent damage to the asphalt surface.

d. Boats, trailers, or recreational vehicles may not be continuously parked in outside parking spaces for longer than twelve (12) hours.

e. Limited vehicle maintenance, including, but not limited to, changing oil, oil filter, air cleaner, and spark plugs is permitted on driveways and outside parking spaces.. Residents performing such maintenance must clear and clean the area after performing such work, including absorbing and disposing of any oil spills, grease, and any and all other debris. The debris, including used oil, must be taken to a recycling location.

f. The use of moving vans on the Condominium property shall be in a manner so as not to impede the lawful and smooth flow of traffic.

g. No vehicles or trailers may be driven or parked upon any surface area other than the parking areas and roadways.

h. The maximum speed limit on HONEY MEADOW CONDOMINIUM OWNERS' ASSOCIATION, INC. property is 10 miles per hour!

i. TOWING POLICY:

The Association may tow or transport to a storage facility the vehicle of any Resident who violates any parking restriction of the Association. In such event, the towing charges and

storage expenses incurred by the Association shall constitute an assessment or charge against any Unit owned by the offending Owner, even if the vehicle belonged to a guest or tenant of the Owner.

C. ANIMALS/PETS

C.1 A Unit Owner will not permit animals of any kind, other than a dog, cat, domesticated bird, freshwater or tropical aquarium fish to be raised, bred or kept in the Owner's Unit or in the Limited Common Elements appurtenant thereto.

C.2 Pets kept by any Unit Owner may not exceed thirty-five (35) pounds in mature weight.

C.3 The pets referenced in C.1 may be kept in any Unit, but not more than two (2) of the combination of the following pets: cats, dogs, or birds.

C.4 Pet Owners must clean up after their pet.

C.5 Owners of animals must notify Association of the presence of an animal(s) on the property. Such notification must include:

Type and name of animal(s)
Address of Unit maintaining animal(s)
Name(s) of resident(s) owning animal(s)
License number of animal(s)

C.6 All Owners of dogs and cats must have on file with Association, proof of compliance with licensing requirements and proof of certificate from a licensed veterinarian of distemper and rabies shots. All dogs and cats must be licensed.

C.7 The Unit Owner, as well as the animal Owner, is responsible and liable for any damage to property or injury caused by a pet.

C.8 Pet Owners shall immediately cleanup any excrement and shall carry an implement for pickup at all times when walking their pets.

C.9 All pets outside the confines of the Unit shall be restricted on a leash by a person capable of controlling the animal.

D. NOISE LEVELS

D.1 All residents have a right to quiet and privacy without disturbance by loud noise, obnoxious behavior or harassment from neighboring Units or common areas, **especially at night (after 9:00 P.M.) and weekend mornings (before 8:00 A.M.).**

D.2 Noise levels above normal tones, at such levels as to be disturbing, shall not be permitted on the property or within a Unit. The time of day will be taken into consideration.

D.3 Radios, televisions and other speaker systems used either indoors or outdoors should be kept at a level that will not disturb neighbors.

E. KEYS

It is not the obligation of the Association or Association to provide service to residents who are locked out of their residence.

F. RESIDENTS

F.1 Residents are responsible and liable for the conduct of all persons living with them and their guests.

F.2 No vehicle, bicycle or toy with wheels shall be allowed on the grassy common areas.

F.3 The batting of hard balls is not permitted on the property.

F.4 The use of big wheels and roller skates shall not be allowed anywhere on the property during the hours from 7:00 P.M. to 9:00 A.M.

F.5 Marking of sidewalks and roadways with paint or permanent substances is not permitted.

F.6 No motorized toy vehicles (e.g. go-cart or mini bikes) are allowed on the property.

F.7 Rowdy behavior will not be tolerated in any area of the complex.

G. COMMON AND LIMITED COMMON ELEMENTS

G.1 **COMMON ELEMENTS** - The common area consists of the outdoor parking and all property owned in common, as defined in the By-laws of HONEY MEADOW CONDOMINIUM OWNERS' ASSOCIATION, INC. and as shown in the attached Exhibit XX, Plat of Condominium.

a. There shall be no obstruction of the common areas and facilities and nothing shall be stored therein without the prior written consent of the Board of Directors.

b. Common area decorations shall be limited to live plants and flowers as approved by the Association. Silk flowers are also permitted.

c. Unobtrusive birdbaths and bird feeders may be placed immediately outside the Unit of the Owner erecting such birdbath or feeder.

d. All unplanted containers in the common areas must be removed and stored out

of sight.

e. Minor plantings may be made by a Unit Owner immediately outside such person's Unit. All other landscaping must be approved by the Board of Directors and conducted under the direction and control of the Board of Directors.

f. Electrical or battery powered lights shall not be installed on or in the Common Elements without prior written consent of the Board of Directors.

g. Use or storage of recreational equipment is prohibited in common areas.

h. Residents are permitted to make pedestrian use of the walking path in the Common Elements west of Building X. Use of mechanical or motorized devices on this path is prohibited. The remainder of the Common Elements west of Building X is designed to serve as part of the storm-water management system, and Residents are prohibited from using or traversing any portion of this Common Element.

G.2 LIMITED COMMON ELEMENTS

a. Every Unit Owner and Resident must maintain the limited common areas appurtenant to his or her Unit clean. No objects or structures, other than movable patio furniture or decorative pieces, shall be placed thereon without the prior written consent of the Board of Directors. Every Unit Owner shall have the right to decorate the limited common area appurtenant to his Unit in an unobtrusive, non-structural manner.

b. Residents are prohibited from storing bicycles in the common area or limited common area, outside Units, on lawns, or patios. Bicycles must be stored in the storage locker, garage areas or in the Owner's or Resident's Unit.

c. Hanging or shaking out items such as wash, clothing, other apparel or rugs on patios or patio balconies is prohibited.

d. Major alterations, such as the installation of awnings, sunshades, canopies, or screens are prohibited without the prior written consent of the Board of Directors.

e. Visible appliances and items other than movable patio furniture and barbecue grills on patios and balconies are prohibited.

f. Wading pools and yard-designed playthings are prohibited from use on all common and limited common areas.

g. Decorations such as oriental lanterns, wind chimes, and banners are prohibited, except for flags, which may be displayed for twenty (20) consecutive calendar days.

h. Appropriate seasonal decorations may be placed on Unit entry doors.

i. Electrical or battery-powered lights shall not be installed in the Limited Common Elements without the prior written consent of the Board of Directors.

H. SNOW REMOVAL

H.1 All Residents and Owners shall cooperate with snow removal procedures on the property, e.g., vehicles will be moved to accommodate snowplows upon request or as otherwise directed.

H.2 Snow and ice removal shall be provided on roads comprising the Common Elements, as well as up to the garage door of each Unit. There shall be no snow and/or ice removal on rear decks and/or patios.

I. GARBAGE

I.1 All garbage must be bagged and securely sealed and placed in receptacles designated by the garbage company provides garbage removal services to the Condominium..

I.2 Residents must make arrangements for disposal of large items that the garbage removal company is unable to transport off the Condominium. Contact the Association for clarification.

I.3 Garbage must not be stored or left on patios or on front door steps.

I.4 When placing the garbage receptacles outside a Unit for pick-up by the garbage collector, no garbage may be left alongside the receptacles. Garbage receptacles must be returned no greater than twenty four (24) hours after a scheduled garbage pickup by the garbage collector.

J. MAINTENANCE, REPAIRS AND REPLACEMENTS.

J.1 Interior Maintenance: Each Unit Owner, at his own expense, shall furnish and be responsible for all maintenance of, repairs to and replacements within his own Unit.

J.2 Utilities: It is the responsibility of Unit Owners to maintain gas and electric service in their Unit(s). Owners are responsible for any damage to contents or loss caused by failure to maintain utility service, including damage to the common or limited common areas.

K. ALTERATIONS, ADDITIONS, IMPROVEMENTS.

K.1 No alteration of any Common Elements, or any additions or improvements thereto, shall be made by any Unit Owner without the prior written consent of the Board of Directors. Unit Owners wishing to make exterior changes shall contact Association.

K.2 The following is a partial list of items requiring approval of Association prior to installation:

Window Well Bubbles	Fireplaces
Front Storm Door	Air Conditioners
Newspaper Box	Patio Door/Storm Door
Window Replacements	Glass Block Windows

K.3 Wind chimes are not permitted.

L. SIGNS

No Unit Owner shall display, hang, store or use any sign outside his Unit, which may be visible from the outside of his Unit without prior written permission of the Board of Directors or the written permission of Association, acting in accord with the Board's direction. "For Sale" signs, and "Open for Inspection" signs may be displayed temporarily during an open house.

M. WINDOW DRESSINGS

M.1 Excepting satellite dishes, no Unit Owner or Resident shall display, hang, store or use any clothing, sheets, blankets, laundry or other articles outside his Unit, or which may be visible from outside his Unit (other than draperies, curtains or shades of a customary nature and appearance subject to the rules and regulations of the Board of Directors), or paint or decorate or adorn the outside of his Unit, or install outside his Unit any canopy or awning, or outside radio or television antenna, or other equipment, fixtures or items of any kind, without the prior written permission of the Board of Directors or the written permission of Association, acting in accord with the Board's direction.

M.2 Satellite dishes may not installed on the anterior portion of any building.

M.3 Holiday decorations are permitted twenty (20) consecutive calendar days before or after a recognized holiday or season.

N. RUMMAGE SALES

Rummage sales are not permitted.

O. LANDSCAPING

O.1 No picking of any flowers, shrubs, bushes or trees is allowed anywhere on the property.

O.2 Foundation planting of annuals, and/or perennial flowers is permitted.

P. OCCUPANCY

P.1 Home Occupations: Permitted home occupations in all residence Units are any business or occupation carried on by a person residing within the dwelling in connection with which:

a. The occupation is incidental and secondary to the use of the dwelling for dwelling purposes, and does not occupy more than one-fourth of the floor area of a Unit or storage area.

b. No signs, display or activity is permitted that will indicate from the exterior that the building is being used, in part, for any purpose other than that of a dwelling.

c. There are no commodities sold, or services rendered that require receipt or delivery of merchandise, goods or equipment by other than a passenger motor vehicle or by U.S. letter carrier mail service.

d. There is no person other than an additional resident of that Unit employed or otherwise engaged in the home occupation.

e. All activity, including storage, is conducted completely within the dwelling Unit.

f. No special structural alterations, construction features, or installation of special equipment other than satellite dishes is permitted on any Unit or building comprising the Condominium, without the prior written consent of the Board of Directors.

g. There is no perceptible noise, odor, smoke, electrical interference or vibration emanating from the structure.

h. There is no more than one customer or client on the premises at the same time.

i. There is no activity between the hours of 10 P.M. and 8 A.M.

P.2 All required smoke detectors are the responsibility of the Unit Owner and shall comply with the provisions of state law.

P.3 When residents cook on the patio or balcony, it is their responsibility to have a U.L. approved fire extinguisher available and to control the flames so as not to create a fire hazard.

a. Charcoal grills are prohibited on all wood balconies.

b. Charcoal and gas grilling will be permitted on concrete patios.

P.4 No resident shall keep in any Unit or on THE CONDOMINIUM property any combustible substance except for normal household use as designated by manufacturer.

Q. SOLICITATION

No solicitation is allowed on the property without the prior written consent of Association.

R. STORAGE AREAS

S. LIABILITY

Unit Owners are responsible for their guests, tenants and tenants' guests.

IV. INFORMATIONAL MATTERS

A. ASSESSMENTS

A.1 Each Owner is assessed a monthly fee based on the percentage of Ownership. The Association depends on timely receipt of these assessments to function properly. Late payments or non-payment of assessments can be a serious problem for the Association.

A.2 All assessment fees are due on the first of each month. This includes regular and supplemental assessments. A $20 late fee will be charged to Owners who make payments after the tenth (10th) of the month.

A.3 To minimize cash flow problems and encourage compliance, liens will be filed against Units that become 30 days delinquent in assessment payments. In addition, the responsible Owner will be charged interest at three (3%) over the prevailing prime rate of interest as specified in the Wall Street Journal, Midwest Edition (or a comparable publication if the Wall Street Journal is no longer published).

V. ENFORCEMENT AND VIOLATION PENALTIES

A. VIOLATIONS MAY BE REPORTED BY AN UNIT OWNER OR RESIDENT TO:

A.1 The Village of Mukwonago Police Department, if the violation is an infraction of a Village ordinance or any other law.

A.2 Association.

B. A VIOLATION REPORTED TO ASSOCIATION MUST BE IN WRITING AND MUST CONTAIN THE FOLLOWING:

B.1 Name of offender and address, if known.

B.2 Violation observed and brief description thereof.

B.3 Time and place of occurrence or, if a continuing violation, the time or times of observance of the occurrence.

B.4 Name, address and telephone number of the reporting Unit Owner or Resident.

C. UPON RECEIPT OF A COMPLAINT THE BOARD OF DIRECTORS SHALL ATTEMPT TO RESOLVE THE MATTER BY:

C.1 Obtaining voluntary payment of an appropriate fine as per the Penalties Section of these rules, and/or

C.2 Obtaining voluntary correction of the violation, and/or

C.3 Any other solution to which the complainant, the alleged offender and/or Association agree.

D. IN THE EVENT THAT A RESOLUTION IS NOT OBTAINED USING THE PROCEDURE DESCRIBED IN SECTION (C) HEREOF, THE BOARD OF DIRECTORS SHALL PROCEED IN THE MANNER DESCRIBED BELOW:

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 Board of Directors.

(ii) Of the right to counsel.

(iii) That evidence shall be received and a record made whether or not the party

complained against attends.

(iv) That, if found in violation, a fine may be imposed in accordance with the Penalties Section, plus costs and actual attorney fees incurred by the Association.

(v) That any such fine imposed may be secured by filing a lien against the subject Unit, as prescribed by law.

b. The hearing shall be divided into two (2) sections:

(i) The hearing.

(ii) The determination and decision.

The Hearing Section shall be open to only the Board of Directors, the parties involved, their attorneys and witnesses.

The Determination and Decision Section of the meeting shall be open only to the Board of Directors. The decision will be rendered in writing to concerned parties within five (5) business days of the hearing.

c. If the complainant, or their representative, fails to appear at the hearing without a valid excuse acceptable by a majority of the Board of Directors, the grievance shall be dismissed without prejudice and reasonable and necessary costs incurred by the responding party assessed against the complaining party.

d. If the alleged offender fails to appear, the complainant must prove his grievance and no presumption can be made against the alleged offender for non-appearance.

e. The burden of proof shall be on the complainant to prove the grievance by a preponderance of the evidence.

f. The decision of the Board of Directors is final.

E. PENALTIES

Each violation of the Rules and Regulations, By-laws or the Condominium Declaration shall be punishable by all means set forth in the By-laws, Condominium Declaration or any law and/or by one or more of the following:

E.1 A written warning.

E.2 A fine in an amount not to exceed $250, plus administrative costs of $20, plus $15 per day that the violative conduct persists, plus reasonable attorney fees.

E.3 By the Association removing or correcting the violation, the cost of which, including reasonable attorney fees, shall be born by the Owner.

In the event the fines and costs, or the costs incurred by removal or correction, shall not be paid within 30 days, the payment may be secured by filing a lien against the Unit of the offender, as prescribed by law.

F. INTEREST AFFECTED

All Unit Owners shall be responsible for all actions of their children and/or guests.

G. REMEDIES NON-EXCLUSIVE

The provisions of these rules and regulations shall in no way limit or restrict any other remedies or rights as set forth in the Condominium Declaration or the Condominium Act of the laws of the State of Wisconsin (Chapter 703) and shall not be exclusive, but shall be in addition to all other remedies provided by the Condominium Declaration and the laws of the State of Wisconsin.

001229 AUG 16 3 Annual Fall Inspections

3195369 Schwarte

WC3195369-001

DEED RESTRICTION
Storm Water Management Maintenance and Inspection for Honey Meadow Condominiums

REGISTER'S OFFICE
WAUKESHA COUNTY, WI
RECORDED ON

08-16-2004 1:33 PM

MICHAEL J. HASSLINGER
REGISTER OF DEEDS

REC. FEE: 4.00
REC. FEE-CO: 5.00
REC. FEE-ST: 2.00
TRAN. FEE:
TRAN. FEE-STATE:
PAGES: 1

Pursuant to Village of Mukwonago Ordinances, the property described as:

BEING ALL THAT PART OF THE SOUTHEAST 1/4 AND SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 26, TOWNSHIP 5 NORTH, RANGE 18 EAST, VILLAGE OF MUKWONAGO, WAUKESHA COUNTY, WISCONSIN, MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHWEST 1 4 OF SAID SECTION 26; THENCE S89°01'00"W, ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 26, 1515 78 FEET; THENCE DUE NORTH, 317.00 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED LANDS; THENCE N 00°02'00"W, 100.00 FEET; THENCE N89°58'00"E, 132.00 FEET; THENCE N00°02'00"W, 331.43 FEET; THENCE N88°24'00"E, 23.40 FEET; THENCE S82°18'00"E, 144.16 FEET; THENCE S81°25'08", 197.72 FEET; THENCE S89°30'30"E, 319.00 FEET TO THE WEST RIGHT-OF-WAY OF WEST SIDE AVE.; THENCE S09°30'00"W, ALONG SAID RIGHT-OF-WAY, 93.00 FEET; THENCE N87°29'31"W, 100.90 FEET; THENCE S22°55'01"W, 67.00 FEET; THENCE S07°58'20"W, 125.36 FEET; THENCE S88°35'13"W, 177.86 FEET; THENCE S89°07'00"W, 342.61 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAIN 194,386 sq.ft. (4.46 ACRES)

Recording Area

Name and Return Address
Atty Shawn N. Reilly
P.O. Box 355
Mukwonago, WI 53149

is required to construct and maintain a storm water control system. The property Owner, thru its representative, shall operate and maintain the system in accordance with high engineering and environmental standards and pursuant to Village ordinances and State Regulatory Requirements. The storm water system for this property shall consist of a storm water infiltration basin and certain grass swales installed on the property. The property owner shall not change grade elevations unless authorized in writing by the Zoning Administrator.

Muku 1974923
Parcel Identification Number (PIN)

It shall be the obligation of the Owner to inspect and maintain the storm water control system in accordance with the Honey Meadow Infiltration Basin maintained as prescribed in the Maintenance Plan. The Owner shall perform maintenance on the system whenever necessary to ensure efficient operation, and/or when adjacent properties are threatened, and/or when the actual infiltration rate falls below 85% of the design infiltration rate. On an annual basis, the Owner shall certify the actual infiltration rate of the basin by measuring the level of water immediately after a rainfall event and again at a point in time equal to the initial depth divided by the design infiltration rate. The difference so measured and the time interval shall be reported on the annual certification. The Owner has placed on file with the Village Zoning Administrator the Maintenance Plan, and the Owner shall comply with the Maintenance Plan.

Agents or employees of the Village of Mukwonago are hereby authorized to inspect, without notice to the Owner, the storm water system. In the event the Village determines, after receipt and review of the owner's Annual Inspection Memorandum, that the system requires maintenance or repair in order to perform within 85% or more of the design infiltration rate of .35 inches per hour, then the Village shall provide notice of its determination to the Owner by certified letter. The Owner shall respond by certified letter to the Village within seven (7) days, and shall describe the corrective action it will perform. In the event the Owner does not take corrective action to return the system to design operating parameters within forty (40) days of the Village notice, then the Village shall have the authority to enter the property and perform the necessary maintenance and bill the property owner 2.5 times the amount of the Village's cost. If the property owner does not pay the bill within thirty (30) days of receipt, then the Village may place the charge upon the property's tax bill as a special charge.

The Owner shall take all necessary measures to ensure the system operates within design parameters at all times. In the event maintenance of the system does not restore the design infiltration rate, the Owner shall install mechanical means necessary to meet the requirements of the Village Storm Water Ordinance.

HONEY MEADOW CONDOMINIUM OWNERS' ASSOCIATION, INC.

By Community Housing Initiative, Inc.
(the sole owner of the property as of the signing of this document)

Scott C. Fergus, Executive Director

State of Wisconsin)
) ss.
County of Waukesha)

The foregoing instrument was acknowledged before this 16 day of June, 2004, by Scott C. Fergus, Executive Director of Community Housing Initiative, Inc., who is personally known by me and executed this document.

NEERA ANAND

Notary Public, State of Wisconsin
My Commission Expires: IS PERMANENT

This document was drafted by Attorney Shawn N. Reilly.

INFO-PRO (800)655-2021 www.infoproforms.com

COPY

8/26/04 ☑ S. Allen
rec'd

BUDGET

The association budget is distributed annually to current owners of record and must be made available to all owners and any prospective buyers. If you do not have the current budget, please contact the managing agent listed below.

Holley Realty, Inc.
401 Pilot Ct. Suite B
Waukesha, WI 53188
(262)547-6250