TUCKAWAY CREEK CONDOMINIUMS

CONTENTS

	Page No.
DISCLOSURE STATEMENT	1
DECLARATION OF CONDOMINIUM	3
ARTICLE I	
Legal Description	4
Definitions	5
ARTICLE II	
Unit Identification	6
Unit Description	7
Building Description	8
ARTICLE III	
Ownership of Common Areas	9
Description of Common Areas	9
Description of Limited Common Areas	10
Partition of Common Areas	10
ARTICLE IV	
Rights and Obligations of Owners	10
Owners Rights of Ingress and Egress	10
Use of Units	11
Use of Common Areas	11
Use of Limited Common Areas	12
Use Prohibitions	13
Animals or Pets Prohibited	13
Rules and Regulations, Adoption of	14
Mortgaging of Units	14
Separate Real Estate Tax Bills	14
Separate Water and Sewerage Charges	14
Maintenance, Repair and Replacement of Units	15
Common Surpluses	16
ARTICLE V	
Membership in the Association	16
Voting Rights, Class A and Class B	17

ARTICLE VI
Rights and Obligations of the Association 18
Common Areas 18
Services Provided by Association 18
Personal Property, Association Owned 18
Rules and Regulations, Making of 18
Implied Rules and Regulations 19

ARTICLE VII
Assessments, Agreement to Pay 19
Assessments, Purpose of 19
Assessments, Annual 19
Assessments, Special 20
Working Capital of Association 21
Assessments, Rate of 21
Assessments, Right to Apply Lien 22
Assessments, Effect of Non-payment 23
Assessments, Letters of Release 23

ARTICLE VIII
Party Walls, General Rules to Apply 24
Party Walls, Sharing of Costs 24
Party Walls, Encroachments 24

ARTICLE IX
Insurance, Association Obligation 25
Insurance, Loss Proceeds 26
Insurance, Loss, Destruction/Reconstruction 26
Insurance, Catastrophic Loss, Partition 27

ARTICLE X
Restrictions, By-Laws, Enforcement of 27
Severability 28
Termination 28
Amendments 28
Registered Agent, Initial 29

AMENDMENTS See Tab

BY-LAWS

ARTICLE I
Condominium Name and Location 31

ARTICLE II
Definitions of Terms Used 31

ARTICLE III
Meetings of Association 33
Meetings, Annual 33
Meetings, Special 33
Meetings, Place of 34
Meetings, Notice of 34
Meetings, Quorum 34
Meetings, Proxy Votes 35
Meetings, Declarants Control of 35
Declarants Rights 35

ARTICLE IV
Board of Directors, How Selected 36
Board of Directors, Initial Appointments 36
Board of Directors, Election and Term 37
Board of Directors, Removal From 37
Board of Directors, Compensation Prohibited 38
Board of Directors, Action Without Meeting 38

ARTICLE V
Board of Directors, Regular Meetings 38
Board of Directors, Special Meetings 38
Board of Directors, Meeting Quorum 39
Board of Directors, Waiver of Meeting Notice 39

ARTICLE VI
Board of Directors, Powers 39
Board of Directors, Duties 41

ARTICLE VII
Association, Officers 42
Officers, Election of 42
Officers, Term of Office 42
Officers, Special 43
Officers, Resignation and/or Removal 43
Officers, Vacancy of Office 43
Officers, One Person More Than One Office 43
Officers, Duties of 43

ARTICLE VIII
Association Committees 44

ARTICLE IX
Association, Books and Records 44

ARTICLE X
Assessments 45

ARTICLE XI
Regulating Violations 45

ARTICLE XII
Sales of Units 46
Lease/Rental of Units 46
Lease/Rental, Board Approval of Tenant 46
Minimum Term of Lease/Rental 46
Lease/Rental, Security Deposit to Assn. 47
Lease/Rental, Garage Stalls 47
Lease/Rental, Assessments to be Current 47

ARTICLE XIII
Conflicts Between Declaration/By-Laws/etc. 48

ARTICLE XIV
By-Law Amendments 48

ARTICLE XV
Fiscal Year 49

ARTICLE XVI
Corporate Seal, None 49

MINUTES See Tab

ARTICLES OF INCORPORATION

Corporation Name 50
Term of Corporation 50
Purpose of Corporation 50
Principal Office, Initial 52
Registered Agent, Initial 52
Registered Agent, Address, Initial 52
Directors, Number of 52
Directors, Initial Board 52
Association Membership 53
Voting Rights:
Class 'A' (Unit Owners) 54
Class 'B' (Declarant) 54
Amendments to Disolution 54
Incorporator 55

DISCLOSURE MATERIALS

DISCLOSURE MATERIALS

TUCKAWAY CREEK CONDOMINIUMS

South 76th Street and West Forest Hill Avenue
City of Franklin, County of Milwaukee
State of Wisconsin

The Developer (Declarant) is Tuckaway Creek Development Corporation, a Wisconsin Corporation, having it's principal offices at 2719 South 60th Street, Milwaukee, Wisconsin 53219.

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

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

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

In compliance with the Disclosure Requirements as set forth in Section 703.33, Wisconsin Statutes, copies of the following are herewith delivered to you:

1. **DECLARATION OF CONDOMINIUM OWNERSHIP.** The Declaration establishes and describes the condominium, the units, the limited common and common areas. The Declaration begins in Page #3.

2. **BY-LAWS.** The By-laws contain rules which govern the condominium and effect the rights and responsibilities of the unit owners. The By-laws begin on Page #31.

3. **ARTICLES OF INCORPORATION.** The operation of a condominium is governed by the Homeowners Association, of which each unit owner is a member. Powers, duties and operation of the Homeowners Association are specific in it's Articles of Incorporation. The Articles of Incorporation begin on Page #50.

4. **MANAGEMENT AND EMPLOYMENT CONTRACTS.** Certain services are provided to the condominium through contracts with individuals or private firms. At this time there are no such contracts to disclose.

5. **ANNUAL OPERATING BUDGET.** The Homeowners Association incurs expenses for the operation of the condominium which are assessed to the unit owners. The operating budget contained herein is an estimate of those expenses (plus replacement reserves). Note that these assessments are based upon annual estimates and are charged each unit owner on a monthly basis. In addition to these assessments, the unit owner may be responsible for mortgage, utility, real estate tax, water and sewer charges and other expenses related to owning real estate within the municipality in which the condominium is located. The initial estimate of the Budget is attached as Exhibit 'A'.

6. **LEASES.** Units in this condominium are not sold subject to any leases of property or facilities which are not a part of the condominium.

7. **CONDOMINIUM SITE MAP AND FLOOR PLANS.** The declarant has provided a floor plan of the units being offered for sale and a map of the condominium site which shows the location of each unit, all facilities and common areas which are part of the condominium. The condominium site map and floor plans are attached as beginning with Exhibit 'B'.

DECLARATION

DECLARATION OF CONDOMINIUM OWNERSHIP FOR

TUCKAWAY CREEK CONDOMINIUMS

THIS DECLARATION, made this 4th day of September, 1984, by Tuckaway Creek Development Corporation, a Wisconsin Corporation, hereinafter referred to as the "Declarant".

WITNESSETH

WHEREAS, the Declarant is the owner in fee simple of certain real estate hereinafter described, located within the City of Franklin, County of Milwaukee, State of Wisconsin; and

WHEREAS, the Declarant intends to construct upon said real estate, various buildings, upon locations as designated on the condominium plat attached hereto as Exhibit 'B', such that there may be as many as 40 single family living units, located in as many as 20 buildings, together with improvements, including attached one and two car garages, driveways, landscaping, streets, pedestrian walkways and such other areas, fixtures, equipment and facilities related thereto or to be used in connection therewith, and any subsurface or surface improvements consisting of sanitary and storm sewers, water service, electric, telephone, natural gas, electronic communication cables and any other facilities.

WHEREAS, the Declarant intends to and does hereby submit said real estate and all improvements which shall be constructed thereon subsequent to this date, and all rights and privileges relating thereto, to the provisions of the Wisconsin Condominium Ownership Act, Chapter 703, Wisconsin Statutes (hereinafter referred to as the "Act").

WHEREAS, it is the intent of the Declarant to establish certain rights, conditions, restrictions, covenants and easements in, over and upon said real estate for the benefit of the Declarant and all future owners or occupants of any portion of

said real estate, and any unit or units thereon, and to provide for the proper and harmonious use of the property and all the units; and

WHEREAS, it is the intent of the Declarant that all individual owners, mortgagees, occupants and any other individuals who acquire an interest in said real estate, shall at all times enjoy the benefits of and hold their interests subject to the rights, conditions, restrictions, covenants and easements set forth in this Declaration, all of which have been established to enhance and promote the desirability and attractiveness of said real estate together with the condominium concept as hereinafter set forth.

NOW THEREFORE, the Declarant, as the title holder of the real estate referred to above and which is described at greater length hereinafter, DECLARES AS FOLLOWS:

ARTICLE I

LEGAL DESCRIPTION OF REAL ESTATE AND DEFINITIONS

SECTION 1. LEGAL DESCRIPTION OF REAL ESTATE.

The real estate which is hereby submitted and subjected to the provisions of the Act, is legally described as follows:

> Parcel #2 of Certified Survey Map #4254, being a part of the Northwest 1/4 of the Southwest 1/4 of Section 15, Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin.

Said real estate together with all improvements thereon and

appurtenances thereto shall be known as TUCKAWAY CREEK CONDOMINIUMS.

Unit numbers, which also serve as that unit's mailing address are listed and described on attached Exhibit B1.

SECTION 2. DEFINITIONS.

a. **"Association"** shall mean and refer to the TUCKAWAY CREEK HOMEOWNERS' ASSOCIATION, INC.", a corporation formed as a non-profit corporation, with stock, pursuant to Chapter 181, Wisconsin Statutes.

b. **"Owner"** shall mean and refer to the record owner, whether singular or plural, persons or entities, of fee simple title to a unit. This shall not be deemed to include any person or entity who may hold an interest as a security for the performance of an obligation.

c. **"Unit"** shall mean that portion of the real estate which is subjected to this Declaration, consisting of a portion of a residential building constructed on the aforementioned real estate, each such unit having a separate entrance, with enclosed rooms or areas contained in said building, more particularly described hereinafter, and as set forth in the floor plans attached hereto beginning with Exhibit 'C'.

d. **"Unit Number"** shall mean the number assigned as the mailing address for a particular unit.

e. **"Building Number"** shall mean that number assigned to each building.

f. **"Common Elements"** shall mean, unless otherwise more specifically provided, the common areas and facilities consisting of the real estate described herein and the improvements thereon, excepting therefrom the units, limited common elements and any improvements or installations for or by public utilities or other community services.

g. **"Limited Common Elements"** shall be those common elements which are identified hereinafter, which are specifically reserved for the exclusive use of one or more owners, but in no event, for all the owners.

h. **"Declarant"** shall mean the TUCKAWAY CREEK DEVELOPMENT CORPORATION.

i. **"Mortgage"** shall mean any mortgage or other security instrument which creates a lien on a unit or any part thereof.

j. **"Mortgagee"** shall mean any person or entity named as a mortgagee under any mortgage in which the interests of any owner are encumbered.

k. **"Majority"** shall mean that group of owners whose votes, when added together, exceed 50% of the total votes entitled to be voted, who are represented in person or by proxy.

l. **"Person"** shall mean an individual, corporation, partnership, association, trust or other legal entity.

ARTICLE II

UNITS AND BUILDINGS

SECTION 1. UNIT IDENTIFICATION.

Each unit shall be specifically designated by a unit number as set forth in Exhibit B1, attached hereto.

In addition to the enclosed rooms comprising the unit, each unit shall have constructed an enclosed garage consisting of either one or two vehicle stalls. The driveway area beginning at a point 25 feet from, and running to the garage front exterior

wall, and bounded on either side by either the landscaped area or the center line of the building party wall shall be designated as being that units surface parking area, a limited common area of that unit of which it is intended to serve.

Each deed, lease, mortgage or other instrument may legally describe a unit by it's unit and building number, and each such description shall be deemed to include that units designated surface parking area.

SECTION 2. UNIT DESCRIPTION.

It is the intent of the Declarant to subject all the real estate described herein and on Exhibits attached hereto, to the Act and in so doing, to construct, in phases, 40 units on all the real estate, once all phases are constructed, if the Declarant chooses to do so. The Declarant reserves the exclusive right in determining how many units shall be constructed in each phase of the condominium, and as to the design and style of each such unit or building to be constructed, with a maximum total number of units to be built, not to exceed 40 units.

The boundaries of each unit shall consist of that area which has verticle boundaries of the inner surface of the exterior or party walls bounding each unit; the lower horizontal boundary of the unit shall be the plane of the upper surface of the concrete slab which is the lower floor of each unit and the upper horizontal boundary shall be the plane of the inner surface of the upper level ceilings. The unit shall also include all attached exterior decks or detached patios that may have been constructed by the Declarant, for the exclusive use of that Unit to which they are located. Attached decks are to be considered part of the Unit and detached patios are to be described as Limited Common Elements in favor of the Unit to which they are located to serve. Also, each unit includes all windows and glazing thereof, entrance doors and frames and exterior lighting fixtures except that it shall be the duty of the Association to determine the color of and to paint all exterior surfaces including the entry doors and window trim and to determine the

style and type of any exterior lighting fixture. No unit owner is permitted to paint or otherwise modify any building exterior without the written approval of the Association.

Each unit shall have either a one or two stall attached garage, the verticle boundaries of said garage being the inner surface of the exterior or party walls bounding each garage, the lower horizontal boundary being the upper surface of the floor concrete slab and the upper boundary being the underside of the ceiling joists. The garage overhead door maintenance (with the exception of the exterior painting) is the responsibility of the unit to which it serves.

All installations of all of the utilities which provide electrical power, lighting, gas, heat, hot or cold water, air conditioning or any other apparatus which is intended for the exclusive benefit of the unit, shall be considered a part of that unit.

Those buildings that have installed a sump pump and that unit to which the sump pump is located is entitled to compensation from the other unit benefitting from such sump pump installation. The Association shall set the compensation to be awarded to the unit owner in which the sump pump is located, such compensation being made payable at least quarterly. In the event of sump pump failure in which repairs/replacement is required, the cost of such repair/replacement shall be borne equally by the two benefitting living unit owners. In no event shall the Association declare compensation due at an amount less than $12.00 annually.

SECTION 3. BUILDING DESCRIPTION.

A building is described as the structure containing the Units, having a foundation, exterior walls and roof. The Declarant reserves the right to construct no more than 20 buildings on all the real estate. A building, for the purpose of this description does not include structures that may be used for purposes other than to contain units, such as utility buildings, lawn gazebos, etc.

ARTICLE III

COMMON AND LIMITED COMMON AREAS

SECTION 1. OWNERSHIP OF COMMON AREAS.

Each unit owner shall own an undivided interest in the common areas as a tenant-in-common with all other unit owners of the condominium, and, except as otherwise restricted in this Declaration, shall have the right to use the common elements for all purposes incidental to the use and occupancy of each owner's unit, and for such other incidental uses which might be permitted by this Declaration, which rights shall be appurtenant and run with each unit. The percentage of ownership for each unit owner shall always be 1/40th of all the real estate.

Each unit owner's use or enjoyment of these common elements shall be subject to such easements as may have been granted or may hereafter be granted to any municipality or to public utilities.

SECTION 2. DESCRIPTION OF COMMON AREAS AND FACILITIES.

The common areas and facilities shall consist of:

a. The real estate on which the buildings are located;

b. The foundations, supporting members and walls, exterior and party walls and roofs and attics of the buildings;

c. The areas set aside for parking and passage of vehicles, including the private street known as Tuckaway Creek Drive, which street is owned and maintained by the Association, excepting therefrom those surface parking areas specifically assigned to designated unit owners and which are classified as limited common

areas;

d. Any area not specifically described as the unit or limited common area.

SECTION 3. DESCRIPTION OF LIMITED COMMON AREA.

The limited common areas consist of the driveway from the street to the exterior surface of the garage overhead door, the service walk leading from the driveway to the unit entrance doors, patios or decks not attached to the unit but whose use is intended for that units exclusive use.

SECTION 4. NO PARTITION OF COMMON AREAS.

No partitiion of the common areas through judicial proceedings, or otherwise, shall be permitted until this Declaration is terminated and the real estate controlled hereunder is withdrawn from its terms or from the terms of any statute applicable to condominium ownership; provided, however, that nothing herein shall be deemed to prohibit a voluntary or judicial partition of the unit ownership between co-owners who may own the unit as either joint tenants or tenants-in-common.

ARTICLE IV

RIGHTS AND OBLIGATIONS OF OWNERS

SECTION 1. OWNERS RIGHT OF INGRESS AND EGRESS AND SUPPORT.

Each unit owner shall have the right of ingress and egress over, upon and across the common areas and such rights shall be appurtenant to and shall run with each unit. Any conveyance of a

the common areas are to be unrestricted as to any owner or that owners' invitee, except as provided and may be established by the association. No person shall alter, construct, remove, erect or do anything which might obstruct the common areas, or which may interfer with the unrestricted use and enjoyment of the common areas. No person may keep or store anything on any portion of the common areas, except as may be provided herein, and no placement of garbage or rubbish containers may be placed or kept in or on any common areas, except in or on those areas designated by the Declarant therefor.

Parking of vehicles along or upon the private roads for a period of time NOT EXCEEDING SIX (6) HOURS shall be permitted between the hours of 6 A.M. and 3 A.M. No overnite parking is permitted along or upon the private roads.

SECTION 3A. USE OF LIMITED COMMON AREAS.

No unit occupant is permitted to keep on the unit's limited common area any unsightly, obnoxious or otherwise unattractive personal property. The parking of vehicles which are disabled or in any way determined to be detrimental to the general appearance of the condominium, is strictly prohibited.

No boat, equipment trailer, motor home, house trailer or truck larger than the standard pick-up truck is permitted to be parked outside the garage.

No laundry, garments or other personal property is to be visible on any porch or patio deck or upon any limited common area.

No outdoor cooking equipment is to be used on any wooden surfaced area (storage of this equipment upon such wood surfaced areas is permitted).

No rubbish containers of any kind are to be left in view of any living unit unless for purposes of collection.

SECTION 4. PROHIBITIONS.

Owners shall not do anything which would increase the rate of any insurance premium regarding the condominium, over the cost of said insurance rates existing immediately prior to such activity. Nothing may be done or kept in any unit or garage, upon any limited common area or common area, which would be in violation of any law, association rule or any regulation, whether such regulation is established by the association or any governmental agency.

No damage to the common areas shall be committed by any owner or his invitee. Any damage caused by any owner or his invitee shall be the sole liability of that owner, and that owner shall immediately proceed to make the repairs required and if the required repairs are not completed within the time period deemed reasonable for such repair, the association shall proceed to have the required repairs completed, assessing the responsible owner the actual costs incurred plus an additional amount equal to 100% of the costs to cover association inconvenience and overhead.

No noxious, destructive or offensive activity may be carried on in any unit or upon common areas by any owner or his invitees. No activity shall be carried on by any owner or his invitee which is or may become an annoyance or nuisance to any other owner or other person lawfully residing in a unit.

SECTION 5. ANIMALS OR PETS.

No animals, including dogs and cats are to be permitted upon the condominium grounds nor may they be kept within the living units.

Invitees of unit occupants may not bring any animal or pet into the condominium complex.

SECTION 6. RULES AND REGULATIONS.

The Association shall, from time to time, adopt rules and regulations governing the use of the units, limited common areas and common areas which rules and regulations shall be obeyed by the unit owners, their invitees and any other person or persons entering upon the condominium real estate.

SECTION 7. SEPARATE MORTGAGES OF UNITS.

Each unit owner shall have the right to mortgage or encumber his respective unit, together with that units interest in the common areas. No unit owner shall have the right or authority, unless expressly granted by another unit owner, to mortgage or otherwise encumber, in any fashion whatsoever, the property, or any part thereof, of any other unit owner, or any ownership interest in the common areas other than his own. Each unit owner shall file with the Board of Directors of the Association, the name and address of his mortgagee(s), if any, and said mortgagee(s), if any, shall be entitled to the notices as set forth in Article VII, Section 10, if said mortgagee(s) file a request with the Association, to receive same.

SECTION 8. SEPARATE REAL ESTATE TAX KEY NUMBERS AND BILLS.

It is intended and understood that real estate taxes are to be separately levied to each unit, for its respective improvements, plus that units proportionate share of taxes due for the common areas, as provided in the Act.

SECTION 9. SEPARATE WATER AND SEWERAGE CHARGES.

Each unit having been furnished its own water metering device, shall be responsible to the municipality for the water and sewerage charges levied for use of water to that unit.

As the buildings water meters are centrally located within one of the two living units, the living units water meter placed within the other unit is deemed to have been granted an easement for the meters access for maintenance and repair.

SECTION 10. MAINTENANCE, REPAIR AND REPLACEMENT OF UNITS.

All maintenance, repairs and replacements to the common areas and facilities, the limited common areas and facilities, whether located inside or outside of the units, unless necessitated by the negligence, misuse, neglect or intentional acts of a owner or his invitee, shall be made by the Association and assessed to all unit owners as a common expense, excepting, however, any maintenance required to building sewer systems, which, if it is not possible to determine which unit is responsible for the maintenance, each unit in the building needing service shall pay the cost of any required sewer maintenance equally with all other units located within said building.

The owner shall furnish, at his own expense, and be responsible for, all maintenance, repairs and replacements of the interior of his unit, together with any utility fixtures, mechanical equipment and any other apparatus which serves only his unit, including any other equipment located within his unit, and glass, screens, doors, windows (and associated hardware) appurtenant to his unit. All replacements and repairs made by any unit owner shall be consistant with the original as supplied by the Declarant, so that the exterior appearance of the unit shall not be offended. The expense of maintenance, repairs or replacements as required by this paragraph shall be borne solely by the unit owner.

As may be required by certain building codes, some of the buildings may have installed a sump pump system. As this equipment has been installed for the benefit of that building, should the need arise, any repair or replacement to such sump pump shall be paid for equally by both living units of the building.

No owner, except as otherwise authorized by the Association, in writing, may do any alterations which would jeopardize the soundness or safety of the property, reduce the value therof, or impair any easement or hereinditament.

In the event that the need for maintenance, repairs or replacement is caused by the willful or negligent acts of the owner, his family, guests or invitees, the cost of such maintenance, repairs or replacements shall be added to and become a part of the assessments to which such unit is subject, and if not paid by the unit owner when same is deemed to be due, it shall form and create a valid lien, in favor of the Association, pursuant to Article VII, Section 10.

SECTION 11. COMMON SURPLUSES.

All common surpluses shall be treated as common property, owned by each owner in the same portion as that unit owner has in other common property.

ARTICLE V

MEMBERSHIP AND VOTING RIGHTS

SECTION 1. MEMBERSHIP IN THE ASSOCIATION.

Every owner is required to be a member of the Association. If title to a unit is held by more than one person, all the owners shall be Association members. Any person owning more than one unit shall be entitled to one membership for each such unit owned by him. Each such membership shall be appurtenant to the unit upon which it is based and shall be transferred automatically by conveyance of the unit. No person or entity, other than an owner or the Declarant may be a member of the Association, and membership in the Association may not be transferred, except in conjunction with the transfer of the title to a unit or assign-

ment of Declarants rights and position as Declarant.

SECTION 2. VOTING.

a. **CLASS A.** Class A members shall be all owners with the exception of the Declarant and shall be entitled to one vote for each unit owned. When more than one person shall own a unit, the vote for such multiple owned unit shall be one (1) and shall be cast as the owners determine amoungst themselves, but in no event is more than one vote to be cast in respect to any unit. Prior to the time of any meeting of the members at which a vote is to be taken, each unit must file with the Secretary of the Association the name of the owner entitled to cast that units vote.

b. **CLASS B.** The Class B shall be the Declarant who shall be entitled to one vote for each unit owned, whether constructed or not, provided, however, that, notwithstanding the foregoing provisions for voting, the Declarant shall have at least 21 votes until all units are sold, provided, further, that the Declarants control shall cease no later than seven (7) years after the date of the first unit sale or thirty (30) days after the conveyance of 30 units, whichever event occurs first.

SECTION 4. AMPLIFICATION.

The provisions of this Article are to be amplified by the Articles of Incorporation and the By-laws of the Association, provided, however, that no such amplification shall substantially alter or amend any of the rights or obligations of the owners as set forth herein.

ARTICLE VI

RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

SECTION 1. THE COMMON AREAS.

The Association, subject only to the rights and duties as set forth in this Declaration, shall be responsible for the exclusive management and control of all common areas together with any and all improvements placed thereon (including furnishings and equipment related thereto), and the Association shall keep the same in good, clean, safe, attractive and sanitary condition, order and repair.

SECTION 2. SERVICES.

The Association may obtain and pay for the services of any person or entity to manage its affairs to the extent it deems advisable, including services required for the general benefit of the condominium.

SECTION 3. PERSONAL PROPERTY FOR COMMON USE.

The Association may acquire (and dispose of same by sale or otherwise) and hold for the use and benefit of all the owners any personal property that the Association deems provides a benefit to all unit owners on an equal basis. A transfer of unit ownership shall transfer to the new owner that proportionate share of interest in said personal property.

SECTION 4. RULES AND REGULATIONS.

The Association may make reasonable rules and regulations governing the use of the units, limited common areas and common areas, which rules and regulations shall be consistant with the rights and duties established by this Declaration.

SECTION 5. IMPLIED RULES.

The Association may excercise any other right or privilege given to it by this Declaration or from the By-laws, and every right or privilege reasonably implied from any right or privilege given to it herein or which may be necessary to effectuate any such right or privilege.

ARTICLE VII

COVENANT FOR ASSESSMENTS

SECTION 1. AGREEMENT TO PAY ASSESSMENTS.

The owner(s) of any units, by acceptance of the deed therefor, whether or not it is expressed in such deed, do covenant and agree to pay to the Association all regular or special assessments together with any other assessments that may be levied by the Association. Such assessments shall be fixed, established and collected from time to time in the manner provided in this Declaration, the By-laws or the Articles of Incorporation.

SECTION 2. PURPOSE OF ASSESSMENTS.

The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the owners and occupants of the units.

SECTION 3. ANNUAL ASSESSMENTS.

a. The Association shall from time to time but at least annually, prepare a budget for the Association and fix the annual

assessment for each unit.

b. Although the assessment is levied on an annual basis, any owner may elect to make monthly payments of his annual unit assessment by paying on or before the 1st day of each month an amount equal to 1/12th the annual assessment. All payments of assessments, whether paid annually or otherwise are to be paid in advance of the time period for which the assessments are levied.

c. The annual assessments shall be for and made up of the following assessments, as they may apply:

1. Insurance assessments for the purpose of obtaining all insurance required by the Association. This insurance includes, but is not limited to, obtaining hazard insurance on all buildings located within the condominium and general public liability insurance covering the condominium property.

2. Utility charges of any kind incurred for the operation of any common area or living units owned by the Associtaion and for repairs/replacements of commonly owned personal property.

3. Any other purpose for which assessments shall be levied under the Articles, the By-laws and the Act.

SECTION 4. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS.

In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year for the purpose of:

a. Defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of improvements unpon the common areas including fixtures and personal property related thereto.

b. To offset shortages in Association working funds resulting from noncollection of annual assessments or the under-

estimation of same.

c. Unusual or unpredicted expenses such as cost of collecting annual assessments or enforcement of the provisions of this Declaration, provided however, that any such special assessment shall be approved by assent of at least two thirds (2/3) of the votes of each class of voting members who are eligible to vote at a meeting duly called for this purpose.

d. The cost of initial common area improvements are excluded from the special assessments in this section as such are a cost of the Declarant.

SECTION 5. WORKING CAPITAL.

In addition to payment of regular or special assessments, each initial purchaser of a unit from the Declarant shall pay to the Association, at the time of said first conveyance of the unit, an amount of money equal to two (2) months the estimated monthly assessment. This payment is a one time occurance, payable only by the first unit purchaser and is to be used to provide working capital for the operation of the Association. These funds are never refundable to any unit owner.

SECTION 6. NOTICE OF MEETINGS.

Notice of any meeting called for the purpose of taking any action authorized under Section 4 of this Article shall be as specified in the By-laws.

SECTION 7. RATE OF ASSESSMENT.

Each unit shall be assessed equally as to the total assessment, whether such assessment is based on the annual operating budget or special to cover unforeseen expenses.

SECTION 8. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS.

The annual assessments provided for herein shall commence on the first day of the month following the conveyance of the unit. The amount of the assessment due shall be pro-rated to the remaining months of the current year.

SECTION 9. LIEN FOR ASSESSMENTS.

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

a. Liens for general and special taxes.

b. Liens created by duly recorded mortgage(s).

c. Liens recorded prior to the assessment lien.

To evidence a lien for sums due as assessed pursuant to this Article, Declaration or the By-laws, the Association will prepare a written Notice of Intent to File Claim for Lien, setting forth the assessment and date when same was due, the amount remaining unpaid, the name of the owner and a description of the unit. Such notice shall be signed by an officer of the Association. Should the amount due remain unpaid after 60 days from issuance of said Notice of Intent, the Association shall file with the register of deeds, Milwaukee County, a claim for lien and the Association shall immediately commence whatever action becomes necessary, including lien foreclosure proceedings, to collect the monies due of which said lien is the result, together with all permissible costs related thereto.

In the event the aforesaid lien is foreclosed, the Association shall have the right and power to bid at the foreclosure sale or other legal sale and to acquire, hold, convey, lease, rent, encumber, use and otherwise deal with the

Notice sent to all Homeowners

TUCKAWAY CREEK HOMEOWNERS ASSOCIATION

Directors:

Thomas Masiakowski
David Nowicki
Richard J. Kaerek
Clifford Gundersen
Leslie Mathson
Shirley Hill
Michael J. Kaerek

==========

NOTICE OF RESOLUTION ADOPTING FINES FOR VIOLATIONS OF DECLARATION ARTICLE IV - SECTION 5 (Prohibition of Pets and Animals)

MAILING DATE OF THIS NOTICE
July 20, 1987

TO EACH AND EVERY UNIT OWNER OF TUCKAWAY CREEK CONDOMINIUMS:

PLEASE TAKE NOTICE, that the Board of Directors, at it's meeting of July 18th, 1987 passed and adopted a resolution and made such resolution a part of the association by-laws, a schedule of fines to be levied each and every unit owner found to be violating the restriction prohibiting the keeping and housing of pets upon the Tuckaway Creek condominium grounds (see Declaration Article IV - Section 5).

In summary, each unit owner has been given a grace period commencing from the date of this notice and lasting through 90 days from such date, to dispose of any pet or animal they may have and commencing with the 91st day from this notice, those unit owners remaining in violation shall be fined $50.00 for each month or any part thereof and commencing with the 181st day from this notice, those unit owners yet remaining in violation shall be fined $100.00 for each month or any part thereof.

Additionally, each unit owner will be held liable to the association for any violation of this restriction that may be made by their tenants or other occupant of their units or by violations of their guests or invitees.

OTHER ACTIONS OF THE BOARD ON JULY 18TH, 1987:

Defeated the proposed purchase of building site #16.
Accepted permanently the Third Amendment to Declaration.

ANY MEMBER MAY OBTAIN A COPY OF THE JULY 18TH, MEETING MINUTES BY CALLING 321-5300

By The Board of Directors of
Tuckaway Creek Condominiums

TUCKAWAY CREEK HOMEOWNERS ASSOCIATION

Directors:

Robert Schueler — Dorothy Gunderson
Walter Nowicki — Jim Taylor
Tom Petlewski — Sue Haase
Lisa Christiansen

NOTICE OF AMENDMENT FOR CHANGE OF THE LATE FEES DECLARATION ARTICLE VII - SECTION 10

NEW ARTICLE VII- SECTION 10a (EFFECT OF NON-PAYMENT OF ASSESSMENTS)

MAILING DATE OF THIS NOTICE (DATE)

TO EACH AND EVERY UNIT OWNER OF TUCKAWAY CREEK CONDOMINIUMS:

PLEASE TAKE NOTICE, that the Homeowners Association, at it's Annual Meeting of January 28, 1998, voted to increase the late fees to $25 due after the 15th of the month that the quarterly payments are due. A late fee of $25 is due for each successive month that the payment continues to be late.

PLACE THIS NOTICE into your **DECLARATIONS - ARTICLE VII, SECTION 10a**. EFFECT OF NON-PAYMENT OF ASSESSMENTS.

ANY MEMBER MAY OBTAIN A COPY OF THE BOARD MEETING MINUTES BY CALLING OGDEN & COMPANY, INC., AT 414/352-9200.

By The Board of Directors of
Tuckaway Creek Condominiums

unit as the owner thereof.

Any mortgage owner who obtains title to a unit pursuant to taking a deed in lieu of foreclosure or voluntary surrender, shall be liable for said unit's unpaid assessments which have accrued prior to said taking of the deed.

SECTION 10. EFFECT OF NON-PAYMENT OF ASSESSMENTS.

Any assessment not paid within ten (10) days after the due date, shall bear interest at the highest rate permitted by laws in existance at the time of such payment delinquency.

Any assessment when not paid within ten (10) days of the due date shall create a late payment charge, which shall be established from time to time by the Board of Directors and said late payment charge shall become, together with the unpaid assessments, a lien on the subject unit.

No unit owner who is more than thirty (30) days delinquent in the payment of his assessment(s) shall be entitled to vote at any regular or special meeting of the Association.

SECTION 11. LETTERS BY ASSOCIATION RELEASING ASSESSMENTS.

Upon request, the Association Treasurer or other officer, may issue, on behalf of the Association, a letter or other certificate stating that a living unit is current as to all regular or special assessments and that no funds are due the Association as a result of any lien, whether filed or pending. The Association may charge a fee for this service, the amount of which is to be set from time to time by the Association.

ARTICLE VIII

PARTY WALLS

SECTION 1. GENERAL RULES OF LAW TO APPLY.

Each wall which is built as a part of the original construction of the building and placed so as to establish a dividing line between two or more units shall constitute a party wall, and, to the extent not inconsistant with the provisions of this Article, the general rules of law regarding party walls and liabilities for property damage due to negligence or willful acts or ommissions shall apply thereto.

SECTION 2. SHARING OF REPAIRS AND MAINTENANCE.

The cost of reasonable repairs or maintenance required to a party wall shall be shared equally by the benefitting unit owners and not by the Association.

SECTION 3. RIGHT TO CONTRIBUTION TO RUN WITH THE UNIT.

The right of any owner to contribution from any other owner under this Article shall be appurtenant to the unit and shall pass to such owners who are successors in title.

SECTION 4. ENCROACHMENTS.

If any portion of the common elements encroaches upon a unit, or any unit encroaches upon the common elements or upon any other unit, a valid easement for the encroachment and for the maintenance of same, so long as it exists, shall be deemed to be in existance.

If any unit or building is partially or totally destroyed or requires repairs as deemed necessary by the Association, encroachments required by said reconstruction shall be permitted during the period of reconstruction.

ARTICLE IX

INSURANCE

SECTION 1. OBLIGATION OF ASSOCIATION.

The Association, for the benefit of all owners, shall insure the units, commonly owned buildings and their appurtenant structures against loss or damage by fire and such other hazards as the Association may deem desirable, for the full insurable replacement cost of same, without prejudice to the right of each owner to also insure his own unit for his own benefit.

In addition, the Association shall, for the benefit of all owners, obtain liability insurance on behalf of the Association in the minimum amount of $1,000,000.00 plus a Fidelity Bond on those individuals who might be in possession of assets or monies of the Association.

The premiums for such insurance and bonds shall be deemed common expenses, provided, however, that in charging the same to the owners, consideration may be given to some units being insured at a higher rate due to higher initial construction cost. In determining the amount of insurance placed to each unit, the initial base selling price will be used. Owners who have installed optional, extra cost items to their unit, must insure these extra cost items privately.

All insurance coverage shall be written in the name of, losses thereunder adjusted by and the settlement proceeds of such insurance shall be payable to the Association as trustee for the

owners. In the event any loss exceeds $25,000.00, the Association shall, upon written demand of any mortgagee or owner of any unit damaged or destroyed by that loss, place all received insurance settlement funds with an approved escrow agent until the repairs to the unit have been completed.

SECTION 2. INSURANCE PROCEEDS.

The proceeds of any such insurance shall be applied by the Association or by the trustee, on behalf of the Association, for the repair or reconstruction of the common elements, units, and the rights of the mortgagee of any unit under any standard endorsement clause to such policy shall, notwithstanding anything to the contrary therein contained, at all times be subject to the provisions herein with respect to the application of the insurance proceeds to repair or reconstruction of the unit.

Payment by the insurance company to the Association of the proceeds of settlement and the receipt of release from the Association of the insurance company's liability under the policy, shall constitute full discharge of such insurance company and such company shall be under no obligation to inquire into the terms of any escrow under which such funds may be placed or to take notice of any standard mortgage endorsemnent clause inconsistent with the provisions thereof, or to see the application of any payments of the proceeds of any policy by the Association or escrow agent.

SECTION 3. DESTRUCTION AND RECONSTRUCTION.

In the event of partial or total destruction of one or more units, they shall be repaired or rebuilt as soon as practicable and substantially to the same design, plan and specifications as originally built, unless within thirty (30) days after such partial or total destruction, all the owners of units subject to this Declaration agree not to repair or rebuild. On reconstruction, the design, plan and specification of the affected unit may vary from the original upon approval of the

Association, provided, however, that the number of square feet of any unit reconstructed shall not vary by more than 5% from the number of square feet of the original unit and the building location shall be substantially the same as prior to the destruction.

SECTION 4. PARTITION.

The Association shall have the right to levy assessments against the units involved in the loss in the event that the proceeds of any insurance collected are insufficient to pay the costs of repair or reconstruction, provided, however, that in the event of damage to an extent more than the available insurance, this condominium shall be subject to an action for partition upon obtaining the written consent of the owners having no less than 75% of the votes. In the event of partition, the net proceeds of any insurance shall be considered as one fund and shall be divided amoung all unit owners and shall be distributed in accordance with the priority interest in each unit.

ARTICLE X

GENERAL PROVISIONS

SECTION 1. ENFORCEMENT.

The Association, or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions and reservations, now or hereafter imposed by the provisions of this Declaration or the attached By-laws. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right of the owner to do so therafter.

SECTION 2. SEVERABILITY.

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

SECTION 3. TERMINATION.

This Declaration can only be terminated by the unanimous consent of all owners and all lien claimants on the units, in which event the termination of the Declaration shall be by such plan as may then be adopted by said owners and lien claimants. Such election to terminate this Declaration shall be executed in writing by all of the aforementioned parties.

Notwithstanding the foregoing provisions, no termination of this Declaration shall be effective without the approval of the City of Franklin.

SECTION 4. AMENDMENTS.

Except as hereinafter limited and provided, this Declaration may be amended by an instrument signed by the Declarant, alone, at anytime prior to the sale of 31 units and thereafter signed but not less than seventy-five (75%) percent of unit owners, provided, however, that any such amendment shall not substantially alter any of the rights or obligations of the owners.

No amendment to this Declaration shall be adopted which would operate to affect the validity or priority of any mortgage(s) or which would alter, amend or modify, in any manner whatsoever the rights, powers, privileges granted and reserved herein in favor of any mortgage or in favor of the Declarant without first obtaining the consent of all mortgagees or the Declarant, as the case may be. Any amendment must be recorded in the Milwaukee County Register of Deeds office.

SECTION 5. REGISTERED AGENT FOR SERVICE OF PROCESS.

The initial registered agent for service of process shall be Michael J. Kaerek, 2719 South 60th Street, Milwaukee, Wisconsin 53219.

Change of agent for service of process may be accomplished by resolution of the Board of Directors of the Association and upon proper filing of said name and address with the offices of the Milwaukee County Register of Deeds and the Secretary of State of Wisconsin.

SECTION 6. NUMBER AND GENDER.

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

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed this 4th day of September, 1984.

NO
CORPORATE SEAL

TUCKAWAY CREEK DEVELOPMENT CORP.

Richard J. Kaerek, President

Michael J. Kaerek, Secretary

AUTHENTICATION

Signatures of Richard J. Kaerek, President and Michael J. Kaerek, Secretary of the named Declarant Corporation, authenticated this 4TH day of September, 1984.

Shirley A. Hull Notary Public
Milwaukee County, Wisconsin
My Commission Expires MARCH 13 1988.

This Instrument was drafted by:

Richard J. Kaerek

Notice sent to all Homeowners

TUCKAWAY CREEK HOMEOWNERS ASSOCIATION

Directors:

Thomas Masiakowski
David Nowicki
Richard J. Kaerek
Clifford Gundersen
Leslie Mathson
Shirley Hill
Michael J. Kaerek

==========

NOTICE OF RESOLUTION ADOPTING FINES FOR VIOLATIONS OF DECLARATION ARTICLE IV - SECTION 5 (Prohibition of Pets and Animals)

MAILING DATE OF THIS NOTICE
July 20, 1987

TO EACH AND EVERY UNIT OWNER OF TUCKAWAY CREEK CONDOMINIUMS:

PLEASE TAKE NOTICE, that the Board of Directors, at it's meeting of July 18th, 1987 passed and adopted a resolution and made such resolution a part of the association by-laws, a schedule of fines to be levied each and every unit owner found to be violating the restriction prohibiting the keeping and housing of pets upon the Tuckaway Creek condominium grounds (see Declaration Article IV - Section 5).

In summary, each unit owner has been given a grace period commencing from the date of this notice and lasting through 90 days from such date, to dispose of any pet or animal they may have and commencing with the 91st day from this notice, those unit owners remaining in violation shall be fined $50.00 for each month or any part thereof and commencing with the 181st day from this notice, those unit owners yet remaining in violation shall be fined $100.00 for each month or any part thereof.

Additionally, each unit owner will be held liable to the association for any violation of this restriction that may be made by their tenants or other occupant of their units or by violations of their guests or invitees.

OTHER ACTIONS OF THE BOARD ON JULY 18TH, 1987:

Defeated the proposed purchase of building site #16.
Accepted permanently the Third Amendment to Declaration.

ANY MEMBER MAY OBTAIN A COPY OF THE JULY 18TH, MEETING MINUTES BY CALLING 321-5300

By The Board of Directors of
Tuckaway Creek Condominiums

TUCKAWAY CREEK HOMEOWNERS ASSOCIATION

Directors:

Robert Schueler — Dorothy Gunderson
Walter Nowicki — Jim Taylor
Tom Petlewski — Sue Haase
Lisa Christiansen

NOTICE OF AMENDMENT FOR CHANGE OF THE LATE FEES DECLARATION ARTICLE VII - SECTION 10

NEW ARTICLE VII- SECTION 10a (EFFECT OF NON-PAYMENT OF ASSESSMENTS)

MAILING DATE OF THIS NOTICE (DATE)

TO EACH AND EVERY UNIT OWNER OF TUCKAWAY CREEK CONDOMINIUMS:

PLEASE TAKE NOTICE, that the Homeowners Association, at it's Annual Meeting of January 28, 1998, voted to increase the late fees to $25 due after the 15th of the month that the quarterly payments are due. A late fee of $25 is due for each successive month that the payment continues to be late.

PLACE THIS NOTICE into your **DECLARATIONS - ARTICLE VII, SECTION 10a**. EFFECT OF NON-PAYMENT OF ASSESSMENTS.

ANY MEMBER MAY OBTAIN A COPY OF THE BOARD MEETING MINUTES BY CALLING OGDEN & COMPANY, INC., AT 414/352-9200.

By The Board of Directors of
Tuckaway Creek Condominiums

BY – LAWS

BY - LAWS

OF

TUCKAWAY CREEK HOMEOWNERS' ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

The name of the Association is Tuckaway Creek Homeowners' Association, Inc., hereinafter referred to as the "Association". The principal office of the Association shall be 2719 South 60th Street, Milwaukee, Wisconsin 53219. Meetings of members and Directors may be held at other places within the State of Wisconsin.

ARTICLE II

DEFINITIONS

SECTION 1. ASSOCIATION.

Association shall mean and refer to Tuckaway Creek Homeowners' Association, Inc., a corporation organized pursuant to Chapter 181, Wisconsin Statutes, its successors or assigns.

SECTION 2. PROPERTY.

Property shall mean and refer to that certain real property described in the Declaration and any supplements thereto or amendments thereof.

SECTION 3. COMMON AREA.

Common area shall mean and refer to all real property maintained by the Association for the common use and enjoyment of the owners.

SECTION 4. LIMITED COMMON AREA.

Limited common area shall be those common areas which are identified more particularly in the Declaration which are specifically reserved for the exclusive use of one or more owners, but in no event, for all the owners.

SECTION 5. UNIT.

Unit shall mean that portion of the property subject to the Declaration, consisting of a portion of a residential building and an attached garage, having a separate entrance, with enclosed rooms or areas, more particularly described in the Declaration.

SECTION 6. OWNER.

Owner shall mean and refer to the record owner, whether singular or plural, persons or entities, of a fee simple title to a unit. This shall not be deemed to include any peson or entity who may hold such interest as a security for the performance of an obligation.

SECTION 7. DECLARANT.

Declarant shall mean and refer to the Tuckaway Creek Development Corp.

SECTION 8. DECLARATION.

Declaration shall mean and refer to the Declaration of Condominium Ownership for Tuckaway Creek Condominiums and any supplements or amendments thereto.

SECTION 9. MEMBER.

Member shall mean and refer to any person or entity entitled to membership as provided in the Declaration.

ARTICLE III

MEETINGS OF THE MEMBERS

SECTION 1. ANNUAL MEETINGS.

The first annual meeting of the members shall be held within one (1) year from the date of recording of the Declaration and each subsequent annual meeting shall be held on the same day of the same week of the same month of each year thereafter. Said day shall be determined by the Board of Directors. The purpose of each annual meeting of the members shall be for the election of Directors and the transaction of other business that may be properly brought before the meeting.

SECTION 2. SPECIAL MEETINGS.

Special meetings of the members shall be called at any time by the Board of Directors, or by the President of the Association, or upon written request of twenty-five per cent (25%) of the members entitled to vote.

SECTION 3. PLACE OF MEETINGS.

Meetings of the members shall be held at such place as the Board of Directors deem to be convenient to the members.

SECTION 4. NOTICE OF MEETINGS.

Written notice of each meeting of the members shall be given by, or at the direction of the Secretary of the Association, or such other person as the Board of Directors shall appoint, by delivering written notice either in person, by mail or by general posting of the Notice as hereinafter provided, such Notice being given at least ten (10) days prior to such scheduled meeting.

A general posting shall be accomplished by the placement of the Notice on the bulletin board which will be located upon the condominium property.

If notice is made by person or by mail, such notice will be given to any member entitled to vote as their names appear on the books of the Association.

All Notices shall specifiy the meeting place, time and date and the purpose of such meeting.

SECTION 5. QUORUM.

The presence of ten per cent (10%) of the members eligible to cast a vote, of each class of membership, shall constitute a quorum for any action except as otherwise provided in the Declaration or these By-laws. In the event a quorum is not present at any meeting, the members present, who are entitled to vote, shall have the power to adjourn the meeting from time to time, and without further notice of meeting, other than an oral announcement at the adjourned meeting, schedule a new meeting time, date and place, until a quorum is present. Voting proxies shall be considered in determining if a quorum for any meeting has been reached.

SECTION 6. PROXIES.

At any meeting of the members, any member eligible to vote may do so in person or by proxy. All proxies must be in writing and filed with the Secretary prior to the start of the meeting. Each proxy must be dated and shall be valid, unless otherwise specifically stated on said proxy, for a period of ten (10) days. Any perpetual proxy shall automatically terminate upon the conveyance of the member's unit to another person or entity.

SECTION 7. MAJORITY OF OWNERS.

As the term "Majority of Unit Owners" is used in these By-laws, it is meant those owners, as a group, repesenting more than 50% of the total authorized votes of all owners present in person or by proxy and voting at any meeting of the members.

SECTION 8. DECLARANTS CONTROL.

Except as provided in Article IV, Section 1 of these By-laws, the Declarant, or it's designee, may appoint and/or remove the officers of the Association and exercise powers and responsibilities of the Association, provided, however, that such control shall cease seven (7) years from the date of the first unit sale of Declarant or thirty (30) days from the sale by Declarant of seventy-five per cent (75%) of the total units, whichever time occurs first.

SECTION 9. RIGHTS OF DECLARANT PRIOR TO TRANSFER.

The Declarant specifically reserves the right to retain units from sale and use said units and any common area of the condominium and related facilities thereto, and together with any unsold units to facilitate the completion and sale of all units contemplated thereon, including, but not limited to, maintaining

a sales office, sales office, model unit visitor parking area and related signage.

ARTICLE IV

BOARD OF DIRECTORS

SECTION 1. SELECTION.

Except for the initial Board of Directors, the affairs of the Association shall be managed by a Board of Directors consisting of not less than five (5) nor more than seven (7) Directors. The Directors, except for the initial Board, shall all be voting members of the Association.

Upon conveyanace of 25% of the common element interest to the owners, the Association shall hold a meeting of the members, other than the Declarant, and shall elect two (2) Directors to serve on the Board with the initial Directors.

Upon conveyance of 50% of the common element interest to the owners, the Association shall hold a meeting of the members, other than the Declarant, and shall elect another two (2) Directors (total of four (4) Directors elected by members) to serve on the Board with the initial Directors.

Not later than forty-five (45) days of expiration of Declarant control, the Association shall hold a meeting to elect the full Board of Directors, the initial Directors having resigned.

SECTION 2. INITIAL DIRECTORS.

There shall be three (3) initial Directors, appointed by the Declarant, who shall hold office as stated in SECTION 1 above and

whose names and addresses are as follows:

Michael J. Kaerek
2719 South 60th Street
Milwaukee, Wisconsin 53219

Shirley A. Hill
2719 South 60th Street
Milwaukee, Wisconsin 53219

Richard J. Kaerek
2719 South 60th Street
Milwaukee, Wisconsin 53219

SECTION 3. ELECTION AND TERM OF OFFICE.

At the meetings of the owners referred to in Section 1 of this Article, the terms of office of 2 members of the Board of Directors shall be set at three (3) years. The terms of office of 2 other members of the Board of Directors shall be set at two (2) years and the terms of the remaining members shall be set at one (1) year.

Upon the expiration of the initial term of office for each Director, an election of a new Director will take place and the term for each successor Director so elected will be for three (3) years.

Except for the event of resignation, removal or death, each Director shall hold office until a successor has been elected by the owners.

SECTION 4. REMOVAL OF DIRECTORS.

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

predecessor.

SECTION 5. COMPENSATION.

No Director shall receive compensation for any service he may render to the Association in the capacity of being a Director. A Director may be reimbursed for his actual expenses incurred in the performance of his duties and any Director performing other duties requested by the Association may, upon approval of the Board of Directors, receive compensation for such other duties.

SECTION 6. ACTION TAKEN WITHOUT A MEETING.

In the absence of a formal meeting, the Directors shall have the right to take any action which they could take at a meeting by obtaining the written approval of all the Directors. Any such action so taken, shall have the same effect as though taken at a formal meeting of the Directors.

ARTICLE V

MEETINGS OF THE BOARD OF DIRECTORS

SECTION 1. REGULAR MEETINGS.

Regular meetings of the Board of Directors shall be held periodically without notice, at such times and at such places as may be set from time to time by resolution of the Board of Directors.

SECTION 2. SPECIAL MEETINGS.

Special meetings of the Board of Directors shall be held when called by the President or by any two (2) Directors, by giving at least forty-eight (48) hours advance notice of said meeting to each Director.

SECTION 3. QUORUM.

A majority of the Board of Directors shall constitute a quorum for the transaction of all business.

SECTION 4. WAIVER OF NOTICE.

Any member of the Board of Directors may, at any time, waive notice of any meeting of the Board in writing. The giving of such waiver shall be deemed equivalent to the giving of proper notice of said meeting. Attendance by a Director at a meeting of the Board of Directors shall constitute a waiver of notice by him. If all the Directors are present at any meeting of the Board, said meeting shall be deemed to have been properly called, with proper notice, whether any such notice was given or not, and any business may be transacted at such meeting.

ARTICLE VI

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

SECTION 1. POWERS.

In addition any to other authority granted them by law, the Board of Directors shall have the power to:

a. Adopt and publish rules and regulations governing the use of the common areas and facilities, the personal conduct of the members, members families and invitees of members, and to establish penalties for any violation of those rules and regulations.

b. Suspend the voting rights of a member during any period in which such member is in default in the payment of any assessment or other monies due the Association. The Board shall have the right to suspend the voting privileges of any member for

a period not in excess of forty-five (45) days, who violate any rule or regulations.

c. Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the general membership by other provisions of the Declaration or these By-laws.

d. Remove a member of the Board of Directors with or without cause.

e. Employ a manager, independent contractor or such other employees as they may deem necessary.

f. Foreclose a lien for which assessments are unpaid or bring an action at law against the owner to accomplish the payment of same.

g. Adopt and amend rules and regulations covering the details of the operation in the condominium property.

h. Maintaining banking accounts on behalf of the Association and to designate the signatories required therefore.

i. Purchase, lease or otherwise acquire in the name of the Association any unit offered for sale or lease, or surrendered by the owner to the Association.

j. Purchase units located in this condominium which are being foreclosed or available through other judicial sales, in the name of the Association.

k. Sell, lease and mortgage any units acquired or leased by the Association.

l. Grant licenses for vending machines located upon the common areas.

SECTION 2. DUTIES.

It shall be the duty of the Board of Directors to:

a. Maintain a complete record of all acts and corporate affairs and to present a statement thereof at the annual meeting of the members, or at any special meeting when such statement is requested in writing by at least seventy-five percent (75%) of the Class A members who are entitled to vote.

b. Supervise all officers, agents and employees of this Association.

c. Set the amount of the annual assessment of each unit, said amount to be levied at least thirty (30) in advance of each annual meeting of the members.

d. To advise each owner either by mail or other method, such as general posting, the amount of assessment levied his unit, said notice being given at least ten (10) days in advance of each annual assessment.

e. To issue, upon request, a certificate setting forth whether or not any assessments are outstanding against any unit. A reasonable charge for such certificate shall be made and collected upon it's issuance, which charge shall iniatially not be less than $25.00. This charge is made to partially offset the Associations expense in preparation of the letter.

f. Procure and maintain adequate hazard and public liability insurance, together with a Fidelity Bond on any person who might be in possession of any assets belonging to the Association.

g. Cause the common areas to maintained.

h. Grant or withhold approval of any action by any owner or other person which would change the exterior of any unit or any other area of the condominium.

i. Make contracts or incur other liabilities in connection with the operation of the condominium.

j. Maintain a roster of all owners names, addresses and mortgagees having liens on any unit.

k. Deny voting privilege to any owner of a unit if said owner fails to file with the Secretary of the Association the owners names and addresses.

ARTICLE VII

OFFICERS AND THEIR DUTIES

SECTION 1. OFFICERS.

This Association shall have as officers a President, Vice President, Secretary and Treasurer, who shall at all times be also members of the Board of Directors.

SECTION 2. ELECTION OF OFFICERS.

The Board of Directors shall nominate and elect all officers at the first Board meeting following the annual membership meeting of the Association.

SECTION 3. TERM OF OFFICE.

Each officer shall serve a term of one (1) year and shall remain in office until his successor is elected, unless due to death, resignation or be removed from office as hereinafetr provided.

SECTION 4. SPECIAL APPOINTMENTS.

The Board may elect such other officers as they deem necessary and create duties and authorities as required.

SECTION 5. RESIGNATION OR REMOVAL.

Any officer may be removed from office, with or without cause, by the Board. Any officer may resign at any time, by given written notice to the Board, the President or Secretary. Said notice of resignation shall take effect as stated in such notice and formal action of the Board is not necessary.

SECTION 6. VACANCIES.

A vacancy of any office may be filled by the appointment by the Board of any Director.

SECTION 7. DUPLICATION OF OFFICES.

The office of President shall be held by that person and he shall not hold any other office. Any other two offices can be held by one person, providing, however, that all offices shall be held by no less than three (3) persons.

SECTION 8. DUTIES OF THE OFFICERS.

a. President: The President shall preside at all meetings of the Board and of the members and shall enforce all orders and resolutions of the Board. It is required that the President sign all leases, mortgages, deeds and other written instruments.

b. Vice President: The Vice President shall act in the absence of the President regardless if such absence is voluntary or not.

c. **Secretary:** The Secretary shall keep all records of the Association, serve all Notices of meetings and maintain minutes of all meetings.

d. **Treasurer:** The Treasurer shall be responsible for all receipts and disbursements of monies, maintain depository accounts, cause an annual audit of Association books, said audit being performed by a disinterested public accountant, prepare for the Board and members an annual budget together with a statement of income and expense.

ARTICLE VIII

COMMITTEES

The Board shall appoint an architectural control committee and any other committees as deemed appropriate by the Board or at the request of the members.

ARTICLE IX

BOOKS AND RECORDS

The books, records and papers of the Association shall at all reasonable times, be available to any owner for inspection.

ARTICLE X

ASSESSMENTS

As stated in the Declaration, each member has a duty and obligation to pay to the Association, any amounts levied for general or special assessments. Any expense incured by the Association in collecting the assessments shall be charged to the owner creating such expense, including, but not limited to, bank charges made for returned, unpaid checks. To cover the expense of the Association, any charge made to the Association for whatever purpose, in the process of collecting assessments, shall be paid by the respective owner at the rate of 200% of the charge made.

ARTICLE XI

REGULATING VIOLATIONS

Any infraction of any official rule or regulation, or the breach of any By-law or provision of the Declaration, shall give the Board the right, in addition to all other rights set forth herein, to:

a. To enter the unit in which, or to which such violation exists, and to summarily abate and remove, at the sole expense of the defaulting owner, any structure, thing, animal or other condition that may exist which is creating the breach and the Board, together with it's employees or agents shall not thereby be guilty of any trespass.

b. To enjoin, abate or remedy any such condition by appropriate legal proceedings.

All legal expense incurred by the Association enforcing these By-laws, Declarations, rules or regulations, shall be borne and paid by the violating owner, and if not paid shall be

collected by placement of a lien on the owners unit, and any unpaid amounts shall earn interest at the same rate as set for any unpaid assessment.

ARTICLE XII

SALE AND LEASE OF UNITS AND LEASE OF GARAGE STALLS

SECTION 1. SALES AND CONVEYANCES OF UNITS.

No owner shall sell his unit or any interest therein except by conveying an undivided interest in the common areas and facilities which are appurtenant to his unit.

SECTION 2. LEASING AND RENTING OF UNITS.

No owner shall enter into a lease or rental agreement with any person or entity until such time as the Board has accepted such person or entity as a tenant. Owners desiring to lease or rent their unit should advise the Board, in writing, of their intentions and upon agreeing with any prospective occupant, advise the Board as to the name of such prospective occupant, his current address, members of his household and number of motor vehicles to be placed on the condominium. The Board, at it's sole discretion, may require that a credit report be obtained on any such lease/rental occupant and the cost of same is to be paid by the owner.

SECTION 2A. MINIMUM TERM OF LEASE/RENTAL.

No owner may lease or rent to any one person any living unit for a period of less than six (6) months. No living unit is to be occupied by any one person on a daily, weekly or monthly period and in the event a lease or rental is granted to an entity, the unit may only be occupied by persons who have been approved by the Board.

Article XII Sale and Lease of Units and Lease of Garage Stalls

SECTION 2. LEASING AND RENTING OF UNITS

Except as set forth below, only a "permitted person" shall be a resident in any unit. Occupancy of a unit by an individual who is not a "permitted person" under a lease or rental agreement is permissible only if a "permitted person" also remains a resident in the unit at the same time. Furthermore, occupancy of a unit by an individual who is not a "permitted person" with the permission of an owner other than under a lease or rental agreement is permissible only if a "permitted person" also remains a resident in the unit at the same time. If and when a "permitted person" is no longer a resident in the unit, any non-owner occupant (whether by lease or rental agreement or by permission) must vacate the unit. For purposes of this section only, a "permitted person" is defined to be a person who is an "owner" within the meaning of SECTION 4 of ARTICLE II above or a person who is the grantor or settlor of a revocable trust (i.e. a trust over which the grantor or settlor retains the power of revocation) which trust is an "owner" within the meaning of SECTION 4 of ARTICLE II above; furthermore, a "permitted person" is also defined to be any relative of such a person within the first degree of kinship to an owner as determined in accordance with Wisconsin Statutes §990.001. Any lease or rental agreement with respect to a unit must be in writing and must be executed by both the tenant and the owner of the unit; any such agreement and the parties to such agreement are subject to the provisions of Wisconsin Statutes §703.24 and Wisconsin Statutes §703.315. In the event of a violation of the provisions of this SECTION, the association shall have the right to seek a court order compelling compliance with the provisions of this SECTION and also the right to recover $10.00 per day as liquidated damages for each day of violation; furthermore, the association shall have the right to recover all reasonable costs, including attorney fees, incurred by the association in obtaining such court order and/or an award of liquidated damages. Any unit which was leased or rented at the time this SECTION became effective may continue to be leased or rented until such time as the existing tenant vacates the unit; once the existing tenant vacates the unit, the unit shall then be subject to the provisions of this SECTION.

SECTION 2A. MINIMUM TERM OF LEASE/RENTAL

[This section is intentionally left blank]

SECTION 3. LEASE OR RENTAL DEPOSIT

In addition to compliance with the provisions of SECTION 2 of this ARTICLE above and subject to and in accordance with the provisions of SECTION 2 of ARTICLE IV of the declaration, the owner of any unit being leased or rented shall deposit with the association an amount equal to 15 times the monthly general assessment for the unit at the time the lease or rental agreement is executed.

No living unit shall be sub-leased or sub-rented.

SECTION 3. LEASE OR RENTAL SECURITY DEPOSIT.

The owner of any unit being rented or leased shall deposit with the Association an amount of money deemed appropriate by the Board, but in no event less than $500.00 to insure that any damage caused by the renter or lessee to the common areas be repaired upon demand of the Board. In the event of any such damage the owner shall be held fully responsible and will be assessed all repair costs incurred, any such costs being charged to the security deposit, and in the event such deposit is not sufficient to cover the required repairs, the owner will pay to the Association the additional monies due.

SECTION 4. LEASE OR RENTAL OF GARAGE STALLS.

No garage stall shall be leased to any person other than an owner of another unit. No leasing or renting of garage stalls to renters or lessees of units is permitted other than that garage stall which is part of the leased or rented unit.

SECTION 5. WAIVER OF RIGHT OF PARTITION.

In the event that the Board acquires any unit, on behalf of all owners (as tenants in common), all owners hereby expressly waive all right of partition they might have in any such unit.

SECTION 6. PAYMENT OF ASSESSMENTS.

No owner shall be permitted to convey, pledge, hypothecate, sell or lease his unit unless and until all charges previously assessed by the Board have been paid in full.

ARTICLE XIII

CONFLICTS

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

a. The provisions of the Act control over the Declaration, the Condominium Plat, the Articles and the By-laws.

b. The provisions of the Declaration control over the provisions of the Condominium Plat, the Articles and the By-laws.

c. The provisions of the Condominium Plat control over the provisions of the Articles and the By-laws.

d. The provisions of the Articles control over the provisions of the By-laws.

ARTICLE XIV

AMENDMENTS

These By-laws may be amended by an affirmative vote of at least sixty-seven percent (67%) of the eligible members entitled to vote at a regular or special meeting called for such purpose or be the Declarant only, prior to the sale of seventy-five per cent (75%) of the units.

ARTICLE XV

FISCAL YEAR

The fiscal year for the Association shall be the annual period commencing February 1st and ending January 31st, or such other fiscal year as the Board may, from time to time, designate.

ARTICLE XVI

CORPORATE SEAL

The Association shall not have a corporate seal and where a seal is indicated, there shall be a notation placed on any such document, stating that the Association has no corporate seal.

IN WITNESS WHEREOF, the Directors of the Tuckaway Creek Homeowners' Association, Inc. have set their hands and seals this 4th day of September, 1984.

By: Michael J. Kaerek
Michael J. Kaerek

By: Shirley A. Hill
Shirley A. Hill

By:
Richard J. Kaerek

This Document was drafted by Richard J. Kaerek

ARTICLES OF INCORPORATION

ARTICLES OF INCORPORATION

OF

TUCKAWAY CREEK HOMEOWNERS' ASSOCIATION

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

ARTICLE I

CORPORATE NAME

The name of the corporation is TUCKAWAY CREEK HOMEOWNERS' ASSOCIATION, INC..

ARTICLE II

TERM

The period of existance shall be perpetual.

ARTICLE III

PURPOSE

The purposes of this Corporation shall be as follows:

a. To provide for maintenance, preservation and architectural control of the common areas within tracts of real estate, which may be include all the real estate more particularly set forth in the Declaration.

b. To promote the health, safety and welfare of the residents within said real estate.

c. To set, charge, collect and enforce payment, by any lawful means, of all charges or assessments pursuant to the terms of the Declaration and to pay all expenses in connection therewith, including all office and other expenses incident to the conducting of business of the Association.

d. To acquire, own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association.

e. To excercise and perform all of the powers, duties and obligations of this Association as set forth in said Declaration which is to be recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin.

f. To borrow money, with the approval of 75% of the voting members and to mortgage, pledge, deed and trust, or otherwise hypothecate, all of it's real or personal property for security for such money borrowed.

g. To dedicate, sell and transfer all or any part of the common areas to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the general members.

h. To participate in mergers and consolidations with other non-profit corporations organized for the same purposes as set forth herein providing that the general members shall have approved such acts.

i. To have and to excercise any and all powers, rights and priviledges a Wisconsin Corporation organized under Chapter 181, of the Wisconsin Statutes, may now or hereinafter acquire.

ARTICLE IV

PRINCIPAL OFFICE

The location of the principle office is 2719 South 60th Street, Milwaukee, Wisconsin 53219.

ARTICLE V

REGISTERED AGENT

The name of the original registered agent is Michael J. Kaerek.

ARTICLE VI

ADDRESS OF REGISTERED AGENT

The address of the initial registered agent is 2719 South 60th Street, Milwaukee, Wisconsin 53219.

ARTICLE VII

NUMBER OF DIRECTORS

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

ARTICLE VIII

INITIAL BOARD OF DIRECTORS

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

ARTICLE IX

INITIAL DIRECTORS AND ADDRESSES

The names and addresses of the initial Directors:

1. Michael J. Kaerek
   2719 South 60th Street
   Milwaukee, Wisconsin 53219

2. Shirley A. Hill
   2719 South 60th Street
   Milwaukee, Wisconsin 53219

3. Richard J. Kaerek
   2719 South 60th Street
   Milwaukee, Wisconsin 53219

ARTICLE X

MEMBERSHIP

The Declarant, and every person or entity who is a record owner of a fee or undivided fee interest in any unit which is subject to assessment by the Association is a member.

The foregoing is not intended to include persons or entities who hold an interest merely as a security for the performance of an obligation, however, members voting rights may be assigned to mortgagees as further security for an obligation secured by the assignors unit. Membership shall be appurtenant to and may not be separated from ownership of a unit which is subject to assessments by the Association.

ARTICLE XI

VOTING RIGHTS

The Association shall have two classes of voting membership:

a. **CLASS A.** Class A members shall be all owners of units with the exception of the Declarant and each shall be entitled to one vote per unit owned. When more than one person owns a unit, all such persons shall be members. The vote for such unit shall be excercised as they, amoungst themselves, determine, but in no event shall more than one vote be cast with respect to any unit. There can be no split vote for any unit. Prior to the start of any meeting at which a vote is to be taken, each co-owner shall file the name of the authorized voting co-owner with the Secretary of the Association in order to be entitled to a vote, unless such co-owners have filed a general voting authority with the Secretary applicable to all votes, said authority being considered in force until rescinded.

b. **CLASS B.** The Class B member shall be the Declarant who shall be entitled to one vote for each unit owned, whether or not such unit has been built, provided, however, that notwithstanding the foregoing provisions for voting, the Declarant shall have at least twenty-one (21) votes until all units are sold, provided, further, that Declarant's control shall cease seven (7) years after conveyance of the first unit to a purchaser other than the Declarant, or within thirty (30) days after the conveyance of seventy-five per cent (75%) of all the units, whichever occurance is earlier.

ARTICLE XII

AMENDMENT OR DISSOLUTION

These Articles may be amended or dissolved in the manner authorized by law at the time of the amendment.

TUCKAWAY CREEK - ARTICLES OF INCORPORATION

ARTICLE XIII

INCORPORATOR

The name and address of the incorporator is Michael J. Kaerek, 2719 South 60th Street, Milwaukee, Wisconsin 53219.

EXECUTED IN TRIPLICATE, this 4th day of September, 1984

Michael J. Kaerek

Michael J. Kaerek

STATE OF WISCONSIN)
) SS.
MILWAUKEE COUNTY)

Personally came before me on the 4th day of September, 1984, the above named MICHAEL J. KAEREK, to me known to be the person who executed the foregoing instrument and acknowledged same.

Shirley A. Hill

Shirley A. Hill
Notary Public
State of Wisconsin
My Commission Expires March 13, 1988.

THIS DOCUMENT WAS DRAFTED BY:

Richard J. Kaerek
2719 South 60th Street
Millwaukee, Wisconsin 53219
414-321-5300

AMENDMENT TO DECLARATION OF CONDOMINIUM

AMENDMENT TO DECLARATION OF CONDOMINIUM OF TUCKAWAY CREEK CONDOMINIUMS

THIS AMENDMENT, made and entered into on this the 17th day of June, 1985, by the TUCKAWAY CREEK DEVELOPMENT CORP, hereinafter referred to as "Declarant".

This Amendment to Declaration is hereby made and executed pursuant to the Declaration of Condominium Ownership for Tuckaway Creek Condominiums and the provisions of the Wisconsin Condominium Ownership Act, Chapter 703, Wisconsin Statutes.

WITNESSETH

The Declaration of Condominium Ownership for Tuckaway Creek Condominiums was duly recorded by the Declarant in the Office of the Register of Deeds for Milwaukee County, Wisconsin on the 13th day of September, 1984 at Reel 1678, Images 644 through 683, inclusive, as Document Numbered 5750571 and on the 13th day of September, 1984 at Reel 1678, Images 684 through 688 inclusive, as Document Numbered 5750572.

LEGAL DESCRIPTION OF REAL ESTATE

Parcel #2 of Certified Survey Map #4254, being a part of the Northwest 1/4 of Southwest 1/4 of Section 15, Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee and State of Wisconsin.

Pursuant to the provisions of that Declaration, Article X, Section 4, the Declarant desires to submit additional building plans so that these additional plans will become part of the permanent recorded condominium documents. The buildings being added by this amendment are shown on Exhibit "A" of the Declaration and are described as being Buildings Numbered 7, 10, 11 and 14.

IN WITNESS WHEREOF, TUCKAWAY CREEK DEVELOPMENT CORP., has caused this instrument to be executed on this the 17th day of June, 1985.

TUCKAWAY CREEK DEVELOPMENT CORP.

Richard J. Kaerek, President

Michael J. Kaerek, Secretary

$4.00

STATE OF WISCONSIN)
(ss.
MILWAUKEE COUNTY)

Personally came before me this 17th day of June, 1985, the above named Richard J. Kaerek, President, and Michael J. Kaerek, Secretary, of Tuckaway Creek Development Corp., to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Shirley A. Hill
Notary Public, Milwaukee County, Wisconsin
My Commission expires March 13, 1988.

5820739

REGISTER'S OFFICE } ss
Milwaukee County, WI }
RECORED AT 2:50P M

JUL 21 1985 1088 To
REEL 1765 IMAGE 1109 and 1
Walter R. Bragat REGISTER OF DEEDS

5820739
RECORD 46.00
SUBTOTAL 46.00
TOTAL 46.00
F CASH F 46.00
414500 0001 P01 T14:

This instrument was drafted by Richard J. Kaerek.

SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM OF TUCKAWAY CREEK CONDOMINIUMS

THIS AMENDMENT, made and entered into on this the 20th day of March, 1987, by the **TUCKAWAY CREEK DEVELOPMENT CORP.,** hereinafter referred to as "Declarant".

This Amendment to Declaration is hereby made and executed pursuant to the Declaration of Condominium Ownership for Tuckaway Creek Condominiums and the provisions of the Wisconsin Condominium Ownership Act, Chapter 703, Wisconsin Statutes.

WITNESSETH

The Declaration of Condominium Ownership for Tuckaway Creek Condominiums was duly recorded by the Declarant in the Office of the Register of Deeds for Milwaukee County, Wisconsin, on the 13th day of September, 1984 at Reel 1678, Images 644 through 683, inclusive, as Document Numbered 5750571 and on the 13th day of September, 1984 at Reel 1678, Images 684 through 688 inclusive, as Document Numbered 5750572.

LEGAL DESCRIPTION OF REAL ESTATE

Parcel #2 of Certified Survey Map #4254, being a part of the Northwest 1/4 of Southwest 1/4 of Section 15, Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee and State of Wisconsin.

Pursuant to the provisions of that Declaration, Article X, Section 4, the Declarant desires to submit additional building plans so that these additional plans will become part of the permanent recorded condominium documents. The buildings being added by this amendment are shown on Exhibit "A" of the Declaration and are described as being Buildings Numbered 2, 3, 4, 5, 17, 18, 19 and 20.

IN WITNESS WHEREOF, TUCKAWAY CREEK DEVELOPMENT CORP. has caused this instrument to be executed on this the 20th day of March, 1987.

TUCKAWAY CREEK DEVELOPMENT CORP. (No Corporate Seal)

Richard J. Kaerek, President

Michael J. Kaerek, Secretary

STATE OF WISCONSIN)
(SS.
MILWAUKEE COUNTY)

Personally came before me this 20th day of March, 1987, the above named Richard J. Kaerek, President, and Michael J. Kaerek, Secretary, of Tuckaway Creek Development Corp., to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Shirley A. Hill

Shirley A. Hill, Notary Public,
Milwaukee County, Wisconsin
My Commission expires March 13, 1988.

Return To: Tuckaway Creek Development Corp.
2719 South 60th Street
Milwaukee, WI 53219

This instrument was drafted by Richard J. Kaerek.

THIRD AMENDMENT TO DECLARATION OF CONDOMINIUM OF TUCKAWAY CREEK CONDOMINIUMS

THIS AMENDMENT, made and entered into on this the 20th day of March, 1987, by the TUCKAWAY CREEK DEVELOPMENT CORP., hereinafter referred to as the "Declarant".

This Amendment to Declaration is hereby made and executed pursuant to the Declaration of Condominium Ownership for Tuckaway Creek Condominiums and the provisions of the Wisconsin Condominium Ownership Act, Chapter 703, Wisconsin Statutes.

WITNESSETH

The Declaration of Condominium Ownership for Tuckaway Creek Condominiums was duly recorded by the Declarant in the office of the Register of Deeds for Milwaukee County, Wisconsin on the 13th day of September, 1984 at Reel 1678, Images 644 through 683, inclusive, as Document Numbered 5750571 and on the 13th day of September, 1984 at Reel 1678, Images 684 through 688 inclusive, as Document Numbered 5750572.

LEGAL DESCRIPTION OF REAL ESTATE

Parcel #2 of Certified Survey Map #4254, being a part of the Northwest 1/4 of the Southwest 1/4 of Section 15, Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee and State of Wisconsin.

PROVISION FOR AMENDMENT

Pursuant to the provisions of that Declaration, Article X, Section 4, the Declarant desires to delete the entirety of Section 10, Article III and replace same with following Section 10A of Article III.

DESCRIPTION OF AMENDMENT

SECTION 10A. MAINTENANCE, REPAIR AND REPLACEMENT OF UNITS.

All maintenance, repairs and replacements to the common and limited common areas and facilities, located outside the units, together with partial or complete reconstruction of the interior of the units shall be made only at the direction and under the supervision of the Association.

Each unit owner shall be responsible for and bear the full cost of any maintenance required to the interior and exterior of the owner's unit, whether or not such maintenance is required within the unit or upon the common or limited common areas located at the owner's unit and which such common or limited common areas are attached to the owner's unit or are located in the immediate vicinity and are of direct necessity or benefit to the owner's unit. Examples of this paragraph would include, but not be limited to: Roofs, Chimneys, Vents, Gutters, Flashings, Porches, Decks, Exterior Building Surfaces, Walks, Patios, Railings, Lighting Fixtures, Painting, ETC.

Any required maintenance, repairs or reconstruction required to improvements installed for the purpose of serving a building (two units), which are a result of damage that can not be attributed to any one unit owner are to be shared equally by both such benefiting units. Examples of this paragraph would include, but not be limited to: Building water and sewer laterals, Electric, telephone, gas and TV cable services, Driveways and Sump pumps, if installed, ETC.

In the event any maintenance, repair or reconstruction is required which cost is recoverable under hazard or other insurance, the deductable portion of such insurance policy is to be paid by the unit owner or owner's as described above.

No unit owner, except as otherwise authorized by the Association in writing, may do any construction or alteration which would jeopardize the soundness or safety, change the appearance or aesthetics, reduce the value or impair any easement or hereinditament to the buildings, common or limited common areas.

The Association, through it's Board of Directors, shall be the sole authority as to the need and extent of all maintenance, repairs or reconstruction as described herein, shall be the party to enter into all contracts for such maintenance, repair or reconstruction and the Association shall, immediately upon determining the amount of cost for such maintenance, repair or reconstruction, notify the unit owner of such cost. Upon such notification, the unit owner must deposit with the Association monies sufficient to cover all costs of such work and within ten days of the work completion, a final accounting is to be furnished the unit owner and the unit owner is to be either refunded all unused funds or is to be advised as to any additional funds required.

Failure of the unit owner to make payment as described above will cause the Association to immediately place a lien upon the owner's unit, the owner being additionally assessed for the actual costs of such lien filing, plus 5% of the costs to be paid the Association as administrative fees. The Association is to charge the unit owner an interest rate of eighteen (18) percent on all Association funds reserved and paid for the work required. In the event the work required is covered by an insurance claim, only the amount of the deductable portion is to be collected from the unit owner.

Each unit owner shall be deemed responsible for maintenance, repairs or reconstruction required which arises by willful or negligent acts of the owner's unit occupants, whether or not such occupants are the owner, members of the unit owner's family, the unit owner's tenants, invitees or guests of the unit occupants. The costs of any maintenance, repair or reconstruction required as described in this paragraph shall be assessed to the unit owner and if not paid within 30 days of date of such assessment, shall form and create a valid lien upon the owner's unit, in favor of the Association, pursuant to Article VII, Section 10.

IN WITNESS WHEREOF, the TUCKAWAY CREEK DEVELOPMENT CORP. has caused this instrument to be executed on this the 20th day of March, 1987.

TUCKAWAY CREEK DEVELOPMENT CORP. (No Corporate Seal)

Richard J. Kaerek, President

Michael J. Kaerek, Secretary

STATE OF WISCONSIN)
) ss.
MILWAUKEE COUNTY)

Personally came before me this 20th day of March, 1987, the above named Richard J. Kaerek, President, and Michael J. Kaerek, Secretary, of the Tuckaway Creek Development Corp, to me known to be the persons who executed the foregoin instrument and acknowledged the same.

Shirley A. Hill
Notary Public, Milwaukee County, Wisconsin
My Commission Expires March 13, 1988

This instrument was drafted by Richard J. Kaerek

TUCKAWAY CREEK HOMEOWNERS ASSOCIATION

Directors:

Dan Nolan	Dorothy Gunderson
Robert Schueler	Walter Nowicki
Jim Taylor	Pat Haslbeck

Sue Haase

NOTICE OF AMENDMENT FOR CHANGE OF THE ANNUAL MEETING DATE DECLARATION ARTICLE III - SECTION 1

NEW ARTICLE III - SECTION 1a (ANNUAL MEETINGS)

MAILING DATE OF THIS NOTICE NOVEMBER 27, 1996

TO EACH AND EVERY UNIT OWNER OF TUCKAWAY CREEK CONDOMINIUMS:

PLEASE TAKE NOTICE, that the Homeowners Association, at it's Annual Meeting of June 25, 1996 voted to have only one meeting, the Annual Meeting, per year. The meeting date was passed at the Board of Directors at their regular meeting on August 19, 1996. The Annual Meeting is hereby declared to be the third Monday of each January.

PLACE THIS NOTICE into your **DECLARATIONS - ARTICLE III,SECTION 1a. ANNUAL MEETINGS**. The purpose of each annual meeting of the members shall be for the election of Directors and the transaction of other business that may be properly brought before the meeting.

ANY MEMBER MAY OBTAIN A COPY OF THE BOARD MEETING MINUTES BY CALLING OGDEN & COMPANY, INC., AT 414/352-9200.

By The Board of Directors of
Tuckaway Creek Condominiums

TUCKAWAY CREEK HOMEOWNERS ASSOCIATION

Directors:

Robert Schueler
Walter Nowicki
Dorothy Gunderson
Jim Taylor
Sue Haase
Lisa Christiansen
Tom Petlewski

REMINDER FOR ALL OWNERS

THE SELLER OF ANY UNIT AT TUCKAWAY CREEK HAS THE RESPONSIBILITY TO MAKE SURE THE CLOSING AGENT COLLECTS THE TRANSFER FEE. THE FEE IS CURRENTLY THE AMOUNT OF ONE QUARTERLY DUES PAYMENT.

DATE THAT THIS MOTION WAS PASSED
MARCH 9, 1993

- - - -

DOC. # 8697246

REGISTER'S OFFICE
Milwaukee County, WI
RECORDED AT 1:22 PM
12-08-2003
JOHN LA FAVE
REGISTER OF DEEDS
AMOUNT 13.00

REEL 5726 IMAGE 3914

Document No.	AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP FOR TUCKAWAY CREEK CONDOMINIUMS Document Title

This document is an amendment to the Declaration of Condominium Ownership for Tuckaway Creek Condominiums.

RECITALS:

Tuckaway Creek Condominiums is a condominium originally created by the recording of a document entitled "Declaration of Condominium Ownership for Tuckaway Creek Condominiums" in the Office of the Register of Deeds for Milwaukee County, Wisconsin on the 13th day of September, 1984 at Reel 1678, Images 644 through 683, inclusive, as Document No. 5750571 and on the 13th day of September, 1984 at Reel 1678, Images 684 through 688, inclusive, as Document No. 5750572.

Any amendment of the declaration is therefore subject to the provisions of Wisconsin Statutes Section 703.09(2), (1983) and to the provisions of SECTION 4 of ARTICLE X of the aforesaid declaration.

Recording Area

Return to:
Attorney John A. Graettinger
2645 North Mayfair Road, Suite 130
Wauwatosa, WI 53226

837-0001-000 thru 837-0040-000
Parcel Identification Number

Tuckaway Creek Homeowners' Association, Inc. is a Wisconsin non-stock corporation and is the association of unit owners for Tuckaway Creek Condomiums (hereinafter the "Association").

NOW THEREFORE, the undersigned, acting as the duly elected president and secretary of the Association and further acting pursuant to the direction of the Association's duly elected board of directors, hereby execute this document to confirm the amendment of the Declaration of Condominium Ownership for Tuckaway Creek Condominiums as follows:

SECTION 5 of ARTICLE IV is amended in its entirety to read:

ANIMALS OR PETS

Pets are allowed as defined in the "General Pet Rules".

The **"General Pet Rules"** are as follows:

1. The following animals may be kept as pets or allowed in the owners Condominium unit.
   a. House cats (maximum of 2) kept within the condominium unit. No exotic felines such as bobcats, lynx, cougars, lions, or tigers are permitted.
   b. Fish, turtles, or other small aquatic creatures permanently kept or maintained in an aquarium located within a condominium unit.
   c. Birds (maximum of 2) kept within a condominium unit.
2. No pet permitted under rule 1 (one) above shall be allowed on the condominium property, other than within a condominium unit, unless the pet is being carried by a responsible person or is within a cage or carrying case for the purposes of transporting the pet.
3. No pet, other than those identified under rule 1 (one) above can "visit" in any condominium unit, nor should the maximum number be exceeded by the addition of a visiting pet.
4. At no time should any pet be kept or maintained in the condominium unit's garage.
5. No pet shall be allowed to create a nuisance or disturbance or to damage Association property.
6. The unit owner(s) are responsible for the actions of pets of anyone living in or visiting his or her unit of record.

2

FAINT TYPE

7. Any pet that creates a nuisance must be restrained or the unit owner will be required to remove the pet.

8. Any owner found to be in violation of the pet rules, will incur a liquidated damage assessment of $50.00 per occurrence and all costs of enforcement, including attorney's fees. Violations of any rule in a single calendar day shall be deemed an occurrence.

9. Nothing in these rules shall be construed to restrict or otherwise limit the use or keeping of an animal necessary for use by a person for purposes of assisting a person in coping with a disability as defined under the Federal Americans With Disabilities Act.

The Association maintains as part of its permanent record, one or more instruments consented to in writing by the required number of unit owners and mortgagees for purposes of adopting the above amendment.

This document pertains to certain real estate located in the City of Franklin, Milwaukee County, State of Wisconsin and legally described as Tuckaway Creek Condominiums; said condominiums being more particularly described as follows:

All units, together with said units' undivided appurtenant interest in the common elements, all in Tuckaway Creek Condominiums, a condominium declared and existing under and by virtue of the Condominium Ownership Act of the State of Wisconsin and recorded by Declaration as such condominium in the Office of the Register of Deeds for Milwaukee County, Wisconsin on September 13, 1984, on Reel 1678, Image 644, as Document No. 5750571 and Amendment to Declaration of Condominium of Tuckaway Creek Condominiums recorded June 21, 1985, on Reel 1765, Image 1088, as Document No. 5820739, Second Amendment to Declaration of Condominium of Tuckaway Creek Condominiums recorded March 30, 1987, on Reel 2063, Image 1172, as Document No. 6038213 and Third Amended to Declaration of Condominium of Tuckaway Creek Condominiums recorded March 30, 1987, on Reel 2063, Image 1205, as Document No. 6038214, said condominium being located in the City of Franklin, County of Milwaukee, State of Wisconsin on the real estate described in said Declaration and incorporated herein by this reference thereto.

Dated: November 25, 2003.

TUCKAWAY CREEK HOMEOWNERS ASSOCIATION, INC.

By: Robert A. Schueler
Robert Schueler - President

Attest: Mary Lynn Murtaugh
Mary Lynn Murtaugh - Secretary

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
MILWAUKEE COUNTY)

Personally came before me this 25th day of November, 2003, the above named Robert Schueler and Mary Lynn Murtaugh to me known to be the persons who executed the foregoing instrument and acknowledged the same.

David Cameron
Notary Public, State of WI.
My commission expires: 2/8/04

THIS INSTRUMENT DRAFTED BY:

Attorney John A. Graettinger
State Bar No. 1015469

REEL 5726 IMAGE 3915

Article XII Sale and Lease of Units and Lease of Garage Stalls

SECTION 2. LEASING AND RENTING OF UNITS

Except as set forth below, only a "permitted person" shall be a resident in any unit. Occupancy of a unit by an individual who is not a "permitted person" under a lease or rental agreement is permissible only if a "permitted person" also remains a resident in the unit at the same time. Furthermore, occupancy of a unit by an individual who is not a "permitted person" with the permission of an owner other than under a lease or rental agreement is permissible only if a "permitted person" also remains a resident in the unit at the same time. If and when a "permitted person" is no longer a resident in the unit, any non-owner occupant (whether by lease or rental agreement or by permission) must vacate the unit. For purposes of this section only, a "permitted person" is defined to be a person who is an "owner" within the meaning of SECTION 4 of ARTICLE II above or a person who is the grantor or settlor of a revocable trust (i.e. a trust over which the grantor or settlor retains the power of revocation) which trust is an "owner" within the meaning of SECTION 4 of ARTICLE II above; furthermore, a "permitted person" is also defined to be any relative of such a person within the first degree of kinship to an owner as determined in accordance with Wisconsin Statutes §990.001. Any lease or rental agreement with respect to a unit must be in writing and must be executed by both the tenant and the owner of the unit; any such agreement and the parties to such agreement are subject to the provisions of Wisconsin Statutes §703.24 and Wisconsin Statutes §703.315. In the event of a violation of the provisions of this SECTION, the association shall have the right to seek a court order compelling compliance with the provisions of this SECTION and also the right to recover $10.00 per day as liquidated damages for each day of violation; furthermore, the association shall have the right to recover all reasonable costs, including attorney fees, incurred by the association in obtaining such court order and/or an award of liquidated damages. Any unit which was leased or rented at the time this SECTION became effective may continue to be leased or rented until such time as the existing tenant vacates the unit; once the existing tenant vacates the unit, the unit shall then be subject to the provisions of this SECTION.

SECTION 2A. MINIMUM TERM OF LEASE/RENTAL

[This section is intentionally left blank]

SECTION 3. LEASE OR RENTAL DEPOSIT

In addition to compliance with the provisions of SECTION 2 of this ARTICLE above and subject to and in accordance with the provisions of SECTION 2 of ARTICLE IV of the declaration, the owner of any unit being leased or rented shall deposit with the association an amount equal to 15 times the monthly general assessment for the unit at the time the lease or rental agreement is executed.

NOTICES

TUCKAWAY CREEK HOMEOWNERS ASSOCIATION

Directors:

Robert Schueler
Walter Nowicki
Dorothy Gunderson
Jim Taylor
Sue Haase
Lisa Christiansen
Tom Petlewski

REMINDER FOR ALL OWNERS

THE SELLER OF ANY UNIT AT TUCKAWAY CREEK HAS THE RESPONSIBILITY TO MAKE SURE THE CLOSING AGENT COLLECTS THE TRANSFER FEE. THE FEE IS CURRENTLY THE AMOUNT OF ONE QUARTERLY DUES PAYMENT.

DATE THAT THIS MOTION WAS PASSED
MARCH 9, 1993

- - - -

CFA 5/25/07

Tuckaway Creek Condominium Association

Board of Directors

Bob Schueler	Sherri Ellefson
Steve Szymanski	Jim Lemke
Tom Petlewski	Carole Lilly
Bill Schultz	

Notice of Rule Adoption

At the March 27th, 2007 Board of Directors meeting, the Board approved the following supplemental parking rule regarding commercial vehicles. This rule supplements the current parking regulations described in Article IV sections 2, 3 and 3A of your condominium declarations.

Effective Date

27-Mar-2007

Please keep this with your condominium declarations, by-laws and amendments.

Tuckaway Creek Condominium Association
Board of Directors

Parking Rule

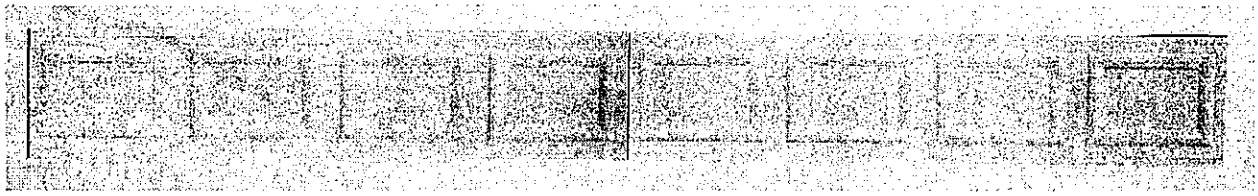
Parking of commercial vehicles outside on condominium property is prohibited. Parking of a commercial vehicle is permitted within the garages. Commercial vehicles would be defined as having any of the following: a commercial registration, commercial signage attached or painted on, or a commercially discernible exterior. This does not prohibit the temporary parking of commercial vehicles while they are performing a service or delivery on condominium property.

CFH 3/9/09

Tuckaway Creek Condominium Garage Door Replacement Guidelines

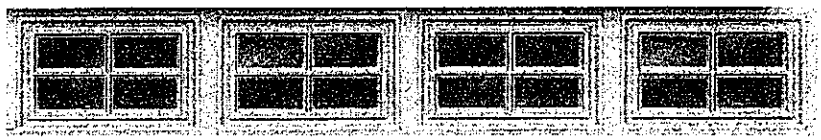
If you are replacing your garage door, the following guidelines must be adhered to:

1. Unless you are replacing the garage door or sections of your garage door with the identical wood type construction, the Board must approve all exterior changes to the condominium including garage doors. Please present your door proposal to the Board for approval prior to the purchase or installation of the doors.
2. Wood replacement doors or door sections must be painted to match the current color scheme of your building within a reasonable period of time following installation.
3. Non-wood door replacements are permissible, but both units must agree on the same door, same manufacturer, same color and both installations must occur within a reasonable period of time as determined by the Board.
4. Pre finished non-wood doors are permissible but must adhere to the following guide lines.
   4.1. Door must have raised "traditional", "short" or "classical" 8 panel design per section. See below:

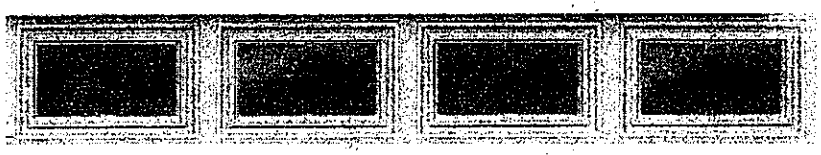


   4.2. The Board recommends an insulated type with of R value of 6 or greater.
   4.3. If a stock color door is used and it does not match your base color or trim color, the unit colors must be painted to match the door color following the installation.
   4.4. If the stock color door does not match your base color or trim color, you may have the door custom painted to match your unit colors prior to installation or painted after the installation.
   4.5. Windows are permitted in the upper most section of the door. Window style can only be as shown below:

Windows with grids



Windows without grids



   4.6. The following door manufacturers are recommended:
      4.6.1. Door Link Manufacturing
      4.6.2. Ideal Door Company
      4.6.3. C.H.I. Overhead Door

EXECUTIVE SUMMARY

EXECUTIVE SUMMARY

This Executive Summary highlights some of the information that prospective condominium buyers are most interested in learning, as well as some of the information that they should consider when contemplating the purchase of a condominium unit. The following sections either briefly summarize pertinent information by answering the questions asked, direct prospective buyers to specific sections of the condominium disclosure materials that discuss each topic in detail (at the ♦ icon), or may be completed to both summarize the information and refer to the condominium documents. ***This summary, however, is not intended to replace the buyer's review of the condominium declaration, bylaws and other condominium disclosure material. It is not a substitute for a professional review of the condominium documents.***

Condominium Name: Tuckaway Creek Condominiums

How is the condominium association managed?

- What is the name of the condominium association? Tuckaway Creek Condominium Association
- What is the association's mailing address? 16535 W. Bluemound Rd., Ste. 120, Brookfield, WI 53005.
- How is the association managed? ☐ By the unit owners (self-managed) ☒ By a management agent or company ☐ By the declarant (developer) or the declarant's management company
- Whom should I contact for more information about the condominium and the association? Camco Management, Inc. (Management agent/company or other available contact person)
- What is the address, phone number, fax number, web site & e-mail address for association management or the contact person? 16535 W. Bluemound Rd. Ste. 120 , Brookfield WI 53005 phone 262-796-2140, Fax 262-796-2146, EMAIL camco@camcomgmt.net

♦ For specific information about the management of this association, see _____

What are the parking arrangements at this condominium?

- Number of parking spaces assigned to each unit: 4 How many Outside? 2 How many Inside? 2 ☐ Common element ☒ Limited common element ☒ Included as part of the unit ☐ Separate non-voting units ☐ Depends on individual transaction (check all that apply)
- Do I have to pay any extra parking fees (including separate maintenance charges, if any)? ☒ No ☐ Yes, in the amount of $_____ per _____ ☐ Other (*specify*): _____
- Are parking assignments reserved or designated on the plat or in the condominium documents? ☐ No ☒ Yes – Where? Condominium documents
  Are parking spaces assigned to a unit by deed? ☒ No ☐ Yes Can parking spaces be transferred between unit owners? ☒ No ☐Yes
  *What parking is available for visitors? In spaces assigned to the unit or on the street per condominium documents.
  *What are the parking restrictions at this condominium? Vehicles are restricted to passenger cars and trucks no larger than a standard pickup. Boats, trailers of any sort, or motor homes are not allowed to be parked outside of the garage.

♦ For specific information about parking at this condominium, see Declarations Article IV section 3 and 3A

May I have any pets at this condominium?

- ☐ No ☒ Yes What kinds of pets are allowed? Birds, cats, fish.
  What are some of the major restrictions and limitations on pets? Pets are restricted to the inside of the unit unless they are in a pet carrier. No exotic pets and the number of pets is restricted to 2 including guest pets.

♦ For specific information about the condominium pet rules, see Pet rules

May I rent my condominium unit?

- ☐ No ☒ Yes What are the major limitations and restrictions on rental unit? Only a "permitted person" shall be a resident in any unit. A permitted person is either an owner, grantor or settlor of a revocable trust, or a person who is within the first degree of kinship to an owner. A non-permitted person may lease provided a permitted person remains in residence.

♦ For specific information about renting units at this condominium, see Declarations Article IV section 2, Amended Bylaws Article XII section 2, 3 and 4.

Does this condominium have any special amenities and features?

- ☐No ☒ Yes What are the major amenities and features? Swimming Pool Are unit owners obligated to join or make additional payments for any amenity associated with the condominium, such as an athletic club or golf course? ☒ No ☐ Yes
- What is the cost? $ _____

♦ For specific information about special amenities, see Declarations Article IV section 3

What are my maintenance and repair responsibilities for my unit?

- A Unit Owner must maintain and repair all elements interior and on the exterior of the building including limited common elements. All elements shared by unit owners must be shared.

♦ For specific information about unit maintenance and repairs, see Declarations Article II section 2 and Amendment 3.

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

- Common element maintenance, repair and replacement is performed as follows: Board of Directors/Management Company solicits bids and authorizes work to be performed.
- How are repairs and replacement of the common elements funded? ☒ Unit owner assessments ☒ Reserve funds ☒ Both ☐ Other *(specify)*:_____
- Limited common element maintenance, repairs, and replacement is performed as follows: see, Declarations Article II section 2 and Amendment 3.
- How are repairs and replacements of the limited common elements funded? ☐ Unit Owner assessment ☐ Reserve Funds ☐ Both ☒ Other (*specify)*: Unit owner is responsible for maintaining and repairing limited common elements.

♦ For specific information about this condominium's common element maintenance, repairs and replacements, see Declarations Article IV section 10.

Does the condominium association maintain reserve funds for the repair and replacement of the common elements? ☒ Yes ☐ No
Is there a Statutory Reserve Account (*see note on page 3*)? ☐Yes ☒ No

---

♦For specific information about this condominium's reserve funds for repairs and replacements, see Declarations Article VI section 3 and 4.

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

- Is the developer's obligation to pay fees for unsold units different that the obligation of new unit purchasers to pay fees on their units? ☒ Not applicable (no developer-owner units) ☐ No ☐ Yes - In what way? _____
- Are there any special provisions for the payment of assessment fees that apply only during the developer control period? ☐ No ☐ Yes - Describe these provisions: _____

♦ For specific information about condominium fees during the developer control period, see_____

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

- ☒ No ☐ Yes How many additional units may be added through expansion? _____units
- When does the expansion period end? _____

- Who will manage the condominium during the expansion period? _____

♦ For specific information about condominium fees during the developer control period, see _____

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

- Describe the rules, restrictions and procedures for altering a unit: see Amendment 3
- Describe the rules, restrictions and procedures for enclosing limited common elements: Board of Director approval is required prior to any alteration of limited common elements.

♦ For specific information about unit alterations and limited common elements enclosures, see Amendment 3.

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

- Yes, Wisconsin law allows the unit owners to amend the condominium declaration, bylaws and other condominium documents if the required votes are obtained. Some of these changes may alter your legal rights and responsibilities with regard to your condominium unit.

♦For specific information about condominium document amendment procedures and requirements, see Bylaws Article XIV Amendments

Other restrictions of features (optional): _____

This Executive Summary was prepared on 31-Mar-2006, revised 24-Nov-2009 for rental by-law change by Association President

Robert A. Schueler President
Robert A. Schueler

_____ Vice President

_____ Secretary or Treasurer

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

POOL RULES

TUCKAWAY CREEK CONDOMIUM ASSOCIATION

POOL RULES

1. **POOL HOURS ARE 7:00 A.M. TO 10:00 P.M.**

2. **NO DIVING OR RUNNING IS PERMITTED.**

3. **NO FOOD IS PERMITTED INSIDE THE GATED POOL AREA.**

4. **NO GLASS IS PERMITTED INSIDE THE GATED POOL AREA.**

5. **NO SMOKING IN THE GATED POOL AREA.**

6. **ALL GUESTS MUST HAVE AN ADULT RESIDENT PRESENT. GUESTS CAN NOT BE LEFT UNATTENDED FOR LONGER THAN 10 MINUTES. (RESIDENCY STATUS IS DETERMINED BY THE BOARD AND RECORDED AT THE MANAGEMENT CO.)**

7. **CHILDREN THAT ARE UNDER 16 YEARS OF AGE MUST HAVE AN ADULT RESIDENT PRESENT AT ALL TIMES AND EACH GUEST CHILD 4 YEARS OF AGE AND YOUNGER MUST HAVE EXCLUSIVE ADULT SUPERVISION.**

8. **EXCESSIVE NOISE THAT DISRUPTS OTHER RESIDENTS AND GUESTS WILL NOT BE TOLERATED.**

9. **ONLY RADIOS WITH EARPHONES ARE PERMITTED.**

10. **ALL PERSONAL BELONGINGS MUST BE REMOVED WHEN LEAVING THE POOL AREA.**

11. **NO FLOATING MATTRESSES WHEN THE POOL IS CROWDED.**

12. **NO PRIVATE CALLS ARE TO BE MADE FROM THE POOL TELEPHONE. THIS PHONE IS FOR EMERGENCIES ONLY.**

*****

THIS IS A **PRIVATE** AND **LICENSED** POOL AND IS GOVERNED BY REGULATIONS MANDATED BY THE STATE OF WISCONSIN.

Revised 4-July-2005

MISC

CONDENSED VERSION OF DOCUMENTS, DECLARATION & BY-LAWS OF TUCKAWAY CREEK CONDOMINIUM ASSOCIATION, INC.
(SEE CONDO BOOK FOR DETAILS IN FULL)

1. Owner bears the cost of all exterior and interior maintenance and repairs including limited common areas to serve their unit (Amendment #3 to Declaration of T.C.C.A.).
2. The Board members have to approve any and all requests for exterior alterations before any work is started. Examples: such as alteration of exterior paint color, roofs, chimneys, vents, gutters, flashings, porches, decks, exterior building surfaces, walks, patios, railings, lighting fixtures, etc.
3. No pets EXCEPT house cats (max of 2), fish, turtles or other small aquatic creatures, birds (max of 2) are allowed, all of which must be kept within a condominium unit. NO pets are allowed on condo grounds. (Amendment # 4)
4. Board (Association) approval necessary to lease a unit (See Article IV, Section 2).
5. No person may keep or store anything on any portion of the common areas.
6. No overnight parking on or along Tuckaway Creek Dr. between the hours of 3:00 A.M. and 6:00 A.M. Parking during other hours restricted to no more than a period of 6 hours.
7. No boat, equipment, trailer, motor home, house trailer, or truck larger than the standard pick-up truck is permitted to be parked outside the garage.
8. No outdoor cooking equipment is to be used on any wooden surfaced area (Storage of this equipment upon such wood surfaced areas is permitted).
9. Repair and Maintenance of Tuckaway Creek Dr (road, curbs, gutter, sewer, water, electrical or gas) is the responsibility of the Association as directed by the Board.
10. Wooden walkway and path surrounding entire complex is for walking only for owners and guests (no bicycles, roller blades, other vehicles, or pets of any kind allowed at any time).
11. Watering of all lawns is done by owner living in that area. (No sprinkling system provided).
12. Wood combination storm door for front entrance approved by Board is a model "Ultra-View" by Milwaukee Millwork. As an alteration, Board approval required for first time installation.
13. Recycling collection is every other week on Friday and Trash collection every Friday. Trash should be in sealed plastic bags or containers. Do not put trash out a day ahead as raccoons will break open and make a mess.
14. SWIMMING POOL & GAZEBO: A key is provided for residents for the lock on the swimming pool entrance gate. Please lower sun umbrellas after use and be sure to lock the pool gate when leaving the pool. Pool rules posted on Bulletin Board.
15. Speed limit within the Tuckaway Creek Condominium complex is 15 mph.
16. NO displayable signs allowed in complex except Condo "For sale" sign (one) allowed in 2nd story window. Day of Open House (one) flag allowed in front of unit for sale.

THE ABOVE APPLIES TO ALL RESIDENTS AND THEIR GUESTS!

Tuckaway Creek Condominium Association

Maintenance/Repair Responsibility Guidelines

Description	Maintenance/Repair	
	Homeowner	Association
Snow Removal Street, Drives, and Walks (snowfall amount over 2")		√
Cutting Grass		√
Trimming Trees and Shrubs		√
Painting of Building	√	
Electrical Wiring, Fixtures and Meter Base for Street, Pool and Mailboxes		√
Electrical Wiring, Fixtures and Meter Base for Buildings	√	
Water Laterals for Pool		√
Water Laterals for Buildings	√	
Sump Pump	√	
Cable TV Wiring	√	
Driveways	√	
Brick Paved Walkways and Patios for Buildings	√	
Common Brick Paved Areas and Wood Walkway		√
Gutters	√	
Wood Decks Associated with Buildings	√	
Roofs	√	
Street Roadway and Curbing		√
Siding, Trim and Windows	√	
Chimney, Flashing and Vents	√	
Telephone Lines	√	
Gas Lines	√	
Garage Door and Exterior Doors	√	
Furnace	√	
Air Conditioning	√	
Pool Plumbing and Filtering System		√
Building Plumbing	√	
Gazebo		√
Cutting Down of Dead Trees & Replacement of Trees/Shrubs		√
Critter and Insect Removal in Buildings	√	

MANAGEMENT CONTRACT

THIS AGREEMENT, made and entered into this 17th day of Oct. and between the Board of Directors (the "BOARD") of the TUCKAWAY CREEK CONDOMINIUMS (the "Homeowners Association, Inc."), not individually but on behalf of all the owners from time to time in units in the entire one phase Condominium and on behalf of the condominium association which is organized or is to be organized pursuant to the Wisconsin Condominium Property Act, (the "ASSOCIATION") and Camco Management, Inc. (the "AGENT").

RECITALS

Under the provisions of the purchase contract with the purchaser of each condominium unit, the Declaration of Condominium Ownership, and the By-Laws required under the provisions of the Wisconsin Condominium Property Act, the OWNERS delegate the authority to manage the Condominium to an elected Board of Directors.

The BOARD, on behalf of the ASSOCIATION, desires to employ the AGENT to manage the Condominium, and the AGENT hereby accepts appointment to manage the Property.

IT IS AGREED:

1. The BOARD employs the AGENT exclusively to manage the Condominium for a period of 1 year, beginning Nov. 1, 2001, and thereafter for yearly periods from time to time, unless on or before sixty (60) days prior to the expiration of the initial term or on or before (60) sixty days prior to the expiration of any such renewal period, either party shall notify the other in writing that it elects to terminate this agreement in which case this agreement shall be terminated at the end of that period.

2. The AGENT shall manage the Condominium to the extent, for the period, and upon the terms of this agreement. The AGENT shall perform the following services in the name of and on behalf of the BOARD, and the BOARD hereby gives the AGENT the authority and powers required to perform these services:

2.1 The AGENT shall collect and, as necessary, receipt for all monthly or other assessments and other charges due to the ASSOCIATION for operation of the Condominium and all rental or other payments from concessionaires, if any, provided that the AGENT shall have no responsibility for collection of delinquent assessments or other charges except sending notices of delinquency at the direction of the Board.

2.2 The AGENT shall maintain records showing all association receipts and expenditures relating to the Condominium and shall promptly submit to the BOARD a cash receipts and disbursements statement for the preceding month and a statement indicating the balance or deficit in the account for the Asssociation on or before the monthly Board Meeting.

2.3 The AGENT shall prepare and submit to the BOARD, on or before as By-Laws require each fiscal year, a recommended budget for the next year showing anticipated receipts and expenditures for such year.

2.4 Within 30 days after the end of each fiscal year, the AGENT shall submit to the BOARD a summary of all receipts and expenditures relating to the Condominium for the preceding year, provided that this service shall not be construed to require the AGENT to supply an audit. Any audit required by the BOARD shall be prepared at its expense by accountants of its selection.

2.5 Subject to the direction and at the expense of the ASSOC., the AGENT shall cause the common elements of the Condominium to be maintained according to appropriate standards of maintenance consistent with the character of the Condominium. The Agent subject to the direction and approval of the BOARD and on behalf of the Association shall negotiate contracts with independent contractors for such other services as may be necessary or advisable for the common elements of the property.

2.6 The AGENT shall maintain appropriate records of all insurance coverage carried by the ASSOC.. The 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 Condominium including any damage or destruction to them.

2.7 The AGENT shall follow the complete plan of management services outlined on pages 1, 2, and 3 submitted with their proposal, labeled EXHIBIT #1 (see insert--exhibit 1).

2.8 No Federal or State tax return shall be completed by Camco, but Camco may assist the appointed preparer.

2.9 In discharging its responsibilities under paragraph 2 of this agreement, the AGENT shall not make any expenditures nor incur any nonrecurring contractural obligation exceeding $500.00 without the prior consent of the BOARD. Notwithstanding these limitations, the AGENT may, on behalf of the BOARD without prior consent, expend any amount or incur a contractual obligation in any amount required to deal with emergency conditions which may involve a danger of life or property or may threaten the safety of the Condominium or the OWNERS and occupants or may threaten the suspension of any necessary service to the Condominium.

3. Notwithstanding any other provision of this agreement, the AGENT has no authority or responsibility for maintenance of or repairs to individual dwelling units in the Condominium. Such maintenance and repairs shall be the sole responsibility of the OWNERS individually, as per checklist of responsibilities for repair and maintenance (See 2.5).

4. All monies collected by the AGENT on behalf of the ASSOCIATION shall be deposited in a custodial account in a state or national bank where deposits are insured by the Federal Deposit Insurance corporation separate and apart from AGENT'S own funds. agent shall not be held liable in the event of bankruptcy or failure of such depository.

4.1 All expenses of operation and management will be paid from the ASSOCIATIONS funds. The Agent shall prepare checks for the obligations incurred by the Association or by the Agent on behalf of the Association pursuant to the authority granted by the BOARD on behalf of the Association. The AGENT shall have no obligation to advance funds to the BOARD for any purpose whatsoever. Any funds advanced to the Association shall be repaid to the Agent with in 10 days of the expense date, and proper receipt submitted to the Association.

4.2 All AGENT'S employees who handle or are responsible for the safekeeping of any monies of the ASSOCIATION shall be covered by a fidelity or employee dishonesty bond protecting the ASSOCIATION at the agents expense. If the Association requires an additional bond in an amount and with a company determined by Agent and may be a blanket or umbrella bond, the expense of such bonding or proportionate share shall be paid by the Association.

4.3 The ASSOC. shall pay the AGENT a management fee equal to $10.00 per unit. Plus a one time $300.00 start-up fee. The management fee shall be paid monthly in advance. Any clerical services performed for the BOARD, such as preparation and circulation of notices and newsletters and general correspondence of the BOARD, shall be at the expense of the ASSOC.

4.4 "OTHER EXPENSES" shall be copying, postage, faxes, coupon books, electronic transmission etc. and those expenses that may be authorized by the Board.

5. The Agent shall designate a Site Manager for the Condominium. The Site Manager or other representative of the AGENT shall attend meetings of the BOARD, up to a maximum of 12 meetings, and the annual meeting of the OWNERS. The Site Manager or other representative of the AGENT shall, upon not less than 24 hours notice, attend extra meetings of the BOARD or the OWNERS as requested, provided that the ASSOC. shall pay the AGENT $75.00 per hour for the Site Manager's or other representative's attendance at each meeting. The Site Manager shall be custodian of the official records of the ASSOCIATION, the condominium association shall be required to record the minutes of meetings.

6. The BOARD shall designate a single individual who shall be authorized to deal with the AGENT on any matter relating to the management of the Condominium. The AGENT is directed not to accept directions or instructions with regard to the management of the Condominium from anyone else. In the absence of any other designation by the BOARD, the President of the BOARD shall have this authority.

6.1 The AGENT shall have no authority to make any structural changes in the Condominium or to make any other major alterations or additions in or to any building or equipment therein.

6.2 The Agent shall supervise the work of contractors hired by the Association providing full disclosure of the contract was made to the Management Company with proper notice. This pertains to regular maintenance or non reserve items. FORCE MAJEURE: Camco Management, Inc. shall not be liable for any loss or damage due to failure or delay in rendering any service called for under this agreement resulting from any cause beyond Camco Management, Inc. reasonable control.

6.3 Independent Contractor: It is agreed between the parties hereto that employment by Client of Construction Contractor(s) or Subcontractor(s) to construct work and perform maintenance constitutes them independent contractors and as such they are completely responsible to Client for the performance of their contracts, maintaining the construction schedules and that these construction organizations are solely responsible for the methods and detailed sequences of construction and for safety precautions incident thereto. The presence of a Camco Management, Inc. resident project representative will not relieve the construction contractor(s) of these responsibilities.

6.4 Major improvements, major structural or component replacements such as roofing, siding, concrete, etc. including remodeling, expansion or addition of property contracts shall be supervised at an additional rate to be determined, but at no less than a minimal rate of (3%) three percent of the contract amount.

6.5 The AGENT has no responsibility for the compliance of the Association or any of its equipment with the requirements of any ordinances, laws, rules, or environmental regulations (including those relating to the disposal of solid, liquid, and gaseous wastes), 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, familial status, or mental or physical handicap by the City, County, State, or Federal Government, or any public authority or official thereof having jurisdiction over it, except to notify the BOARD promptly of, or forward to the BOARD promptly, any complaints, warnings, notices, or summonses received by it relating to such matter. The ASSOCIATION represents that to the best of their knowledge the Condominium complies with all such requirements, and authorize the AGENT to disclose the ownership of the Condominium to any such officials, and agree to indemnify and hold harmless the AGENT, its representatives, servants, and employees, of and from all loss, cost, expense, and liability whatsoever which may be imposed on them or any of them by reason of any present or future violation or alleged violation of such laws, ordinances, rules or regulations.

7. The ASSOCIATION shall:

7.1 Carry at its own expense public liability, fire and extended coverage, and such other insurance as may be necessary or appropriate. such insurance policies shall name both the Association and Agent as insured, and their coverage shall be adequate to protect the interests of both parties and in form, substance, and amounts reasonably satisfactorily to Agent.

7.2 Indemnify, defend and save AGENT harmless from all Lawsuits or other claims including, but not limited to, those alleging any negligence of Agent or it's 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 attorney's 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.

8. In the event it is alleged or charged that the Condominium or any equipment therein or any act or failure to act by the BOARD with respect to the Association or the sale, rental, or other disposition thereof or the hiring of employees to manage it fails to comply with, or is in violation of, any of the requirements 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 thereover, and the AGENT in its sole and absolute discretion considers that the action or position of the BOARD with respect thereto may result in damage or liability to the AGENT, the AGENT shall have the right to cancel this agreement at any time by written notice to the BOARD of its election to do so, which cancellation shall be effective upon the service of such notice. Such cancellation shall not release the indemnities of the BOARD set forth in paragraphs 2 and 6.5 above and shall not terminate any liability or obligation of the BOARD to the AGENT for any payment, reimbursement, or other sum of money than due and payable to the AGENT hereinunder. In the event the AGENT violates any of the aforementioned items the same cancellation provisions shall apply.

9. This agreement may be cancelled by the BOARD before the termination date specified in paragraph 1, but with not less than 60 days prior written notice to the AGENT, provided that such notice is accompanied by payment to the AGENT of a cancellation fee in an amount equivalent to 60 days.

10. Any notice required or permitted to be served hereunder may be served by registered or certified mail or in person as follows:

10.1 If to the AGENT: Property Management Division
CAMCO MANAGEMENT, INC.
16535 W. Bluemound Road #120
Brookfield, Wisconsin 53005

10.2 If to the BOARD, to the President of the BOARD at his or her home address. Either party may change the address for notice by notice to the other party. Notice served by mail shall be deemed to have been served when deposited in the certified mail.

11. This agreement shall be binding upon and inure to the benefit of the successors and assigns of the BOARD. Notwithstanding the preceding sentence the AGENT shall not assign its interest under this agreement except in connection with the sale of all or substantially all the assets of its business; in the event of such a sale, AGENT shall be released from all liability hereunder upon the express assumption of such liability by its assignee.

12. 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 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.

13. It is also understood that the property manager may, in its sole discretion, convert any information, data, or records into electronic format or database (Electronic Data). Such conversion is for the convenience of the property manager and the property manager retains the exclusive right, title, and interest in the Electronic Data, and any and all derivatives or manipulations of said Electronic Data. The property manager may not use such Electronic Data for any purpose other than to fulfill its obligation under the property management contract.

IN WITNESS WHEREOF, the parties hereto have affixed or caused to be affixed their respective signatures this 17th day of October, 2001.

WITNESSES:

BY: _____

_____

_____

_____
Submitted by David Cameron

BOARD:

BY: Robert A. Schuel
, President

BY: Lisa A Christiansen
, Secretary

_____

AGENT:

CAMCO MANAGEMENT, INC.

By: David Cameron
David Cameron

COMPLETE PLAN OF MANAGEMENT SERVICES

FOR

TUCKAWAY CREEK CONDOMINIUMS

EXHIBIT 1

A. FINANCIAL ACCOUNT MANAGEMENT

1. CAMCO representative attends each monthly meeting; semi annual meeting, if you have one; the budget meetings and the annual meeting.

2. MONTHLY, WE:
   a. Prepare the budget performance for the month and the year to date.
   b. Submit a check register.
   c. Prepare and bring checks ready to sign.
   d. Submit a list of delinquencies with current status and await direction from the Board.
   e. Submit to the treasurer copies of previous months paid bills.
   f. Prepare and submit a cover sheet up to date of meeting to review cash position.
   g. Distribute a formal agenda.
   h. Make reserve transfers and assist in the purchase of higher yielding investments for reserve funds.
   i. Maintain ledgers and accounts.
   j. Submit bids for repairs for review and approval.
   k. Purchase and bill without mark-up, items authorized by Board for condominium use: i.e. bulbs, salt, hardware, etc.

We also provide to brokers, agents or individuals, those disclosure items necessary to consummate a sale or obtain financing within a 24-hour time frame.
   a. Financial statements
   b. Budget
   c. Certificate re: specials
   d. Certificate re: no law suits
   e. By-Laws, Declarations, Rules & Regulations at their expense.
   f. All other items, which the Board agrees to provide, requested by the attorney representing buyers and sellers.

B. COMPETITIVE BIDS - Annual Services

1. CAMCO obtains at least three (3) bids for those items that are APPLICABLE to the Association.
   a. Snow plowing - drive, parking, walks, etc.
   b. Lawn mowing - trimming, weeds, fertilizer, etc.
   c. Insurance - package, policy, etc.
   d. Commercial waste disposal
   e. Public area cleaning
   f. Pool

C. COMPETITIVE BIDS FOR REPAIRS

a. Electrical
b. Plumbing
c. Roof, gutters
d. Glass
e. Asphalt repairs, seal coating
f. Painting
g. Concrete
H. Siding

D. COMPETITIVE BIDS FOR IMPROVEMENTS

a. Asphalt re-surfacing - major
b. Reconstruction, partial or complete
c. Roof replacement, partial or complete
d. "Others" to maintain the structure from the reserve funds.

E. CORRESPONDENCE & COMMUNICATIONS

1. Our office provides the Board with complete service to cover all of the necessary communiques that the Association requires to operate efficiently and establish the required record keeping. Such items as:
   a. Enforcement of collections, Rules & Regulations.
   b. Follow-up on contractor performance.
   c. Meeting notices to general membership per By-Laws.
   d. Correspondence with tenants, if any.
   e. Notice to anyone altering the common areas and record keeping of same.
   f. Filing of liens with the courts, and collection and processing of delinquencies.

F. MACHINERY & EQUIPMENT MAINTENANCE

a. Pond Pumps/Heater/Chlorinator/H2O Lines
b. Lighting

BY: _____ BY: Robert A. Schuck

Camco Management, Inc. Tuckaway Creek Condo's

10/18/01 Date 10/20/01