DISCLOSURE MATERIALS

FOR

HUNTERS RUN CONDOMINIUM ASSOCIATION, LTD.

Property Address:
769-863 W. Puetz Road
Oak Creek, WI 53154

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

2. THESE DISCLOSURE MATERIALS GIVEN TO YOU AS REQUIRED BY LAW MAY, WITH THE EXCEPTION OF THE EXECUTIVE SUMMARY, BE RELIED UPON AS CORRECT AND BINDING. FOR A COMPLETE UNDERSTANDING OF THE EXECUTIVE SUMMARY, CONSULT THE DISCLOSURE DOCUMENTS TO WHICH A PARTICULAR EXECUTIVE SUMMARY STATEMENT PERTAINS. ORAL STATEMENTS MAY NOT BE LEGALLY BINDING.

3. YOU MAY AT ANY TIME WITHIN 5 BUSINESS DAYS FOLLOWING RECEIPT OF THESE DOCUMENTS, OR FOLLOWING NOTICE OF ANY MATERIAL CHANGES IN THESE DOCUMENTS, CANCEL IN WRITING THE CONTRACT OF SALE AND RECEIVE A FULL REFUND OF ANY DEPOSITS MADE. IF THE SELLER DELIVERS LESS THAN ALL OF THE DOCUMENTS REQUIRED, YOU MAY, WITHIN 5 BUSINESS DAYS FOLLOWING RECEIPT OF THE DOCUMENTS, DELIVER A REQUEST FOR ANY MISSING DOCUMENTS. IF YOU TIMELY DELIVER A REQUEST FOR MISSING DOCUMENTS, YOU MAY, AT ANY TIME WITHIN 5 BUSINESS DAYS FOLLOWING THE EARLIER OF EITHER THE RECEIPT OF THE REQUESTED DOCUMENTS OR THE SELLER'S DEADLINE TO DELIVER THE REQUESTED DOCUMENTS, CANCEL IN WRITING THE CONTRACT OF SALE AND RECEIVE A FULL REFUND OF ANY DEPOSITS MADE.

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HUNTERS RUN CONDOMINIUM ASSOCIATION, LTD.

1. EXECUTIVE SUMMARY: The Executive Summary highlights for a buyer of a condominium unit essential information regarding the condominium. The Executive Summary begins on page A.

2. DECLARATION: The Declaration establishes and describes the condominium units and the common areas. The declaration begins on page B.

3. BY-LAWS: The By-Laws contain rules which govern the condominium and affect the rights and responsibilities of unit owners. The By-Laws begin on page C.

4. ARTICLES OF INCORPORATION: The operation of a condominium is governed by the association of which each unit owner is a member. Powers, duties and operation of an association are specified in its Articles of Incorporation. The Articles of Incorporation begin on page D.

5. MANAGEMENT OR EMPLOYMENT CONTRACTS: Certain services are provided to the condominium through contracts with individuals or private firms. These contracts begin on page E.

6. ANNUAL OPERATING BUDGET: The association incurs expenses for the operation of the condominium which are assessed to the unit owners. The operating budget is an estimate of those charges which are in addition to mortgage and utility payments. The Budget begins on page F.

7. FLOOR PLAN(S) AND MAP: The seller has provided a floor plan of the unit being offered for sale and a map of the condominium which shows the location of the unit you are considering all facilities and common areas which are part of the condominium. The floor plans can be found in the Declaration, which begins on page B.

8. RULES & REGULATIONS: The Rules & Regulations of the condominium are promulgated by the association. The Rules & Regulations begin on page G.

HUNTERS RUN CONDOMINIUM ASSOCIATION, LTD.

DISCLOSURE MATERIALS

SECTION A

EXECUTIVE SUMMARY

EXECUTIVE SUMMARY

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

Condominium Name: Hunters Run Condominium Association, Ltd.

How is the condominium association managed?

- What is the name of the condominium? Hunters Run Condominium Association, Ltd.
- What is the association's mailing address? Hunters Run Condominium Association, Ltd. C/O Hunt Management, Inc. 10520 N Baehr Road, Suite Q, Mequon, WI 53092
- How is the association managed?
  - ☐ By the unit owners (self-managed)
  - ☒ By a management agent or company
  - ☐ By the declarant (developer) or the declarant's management cor
- Whom should I contact for more information about the condominium and the association? Client Services at Hunt Management (Management agent/company or other available contact person)
- What is the address, phone number, fax number, website & e-mail address for association management or the contact person? Hunters Run Condominium Association, Ltd. C/O Hunt Management, Inc., 10520 N. Baehr Road, Suite Q, Mequon, WI 53092 P: 262-238-1480, F: 262-238-1485, huntmanagement.com, clientservices@huntmanagement.com
- For specific information about the management of this association, see Bylaws, 3.1, 6.1

What are the parking arrangements at this condominium?

- Number of parking spaces assigned to each unit? 1
- How many outside? 1 in front of garage
- How many inside? 1 [check all that apply]
  - ☐ Common element
  - ☒ Limited common element
  - ☐ Included as part of the unit
  - ☐ Separate nonvoting units
  - ☐ Depends on individual transaction
- Do I have to pay any extra parking fees (include separate maintenance charges, if any)?
  - ☒ No
  - ☐ Yes, in the amount of $_____ per _____
  - ☐ Other: _____

- Are parking assignments reserved or designated on the plat or in the condominium documents?
  ☐ No
  ☒ Yes – Where? Plat
- Are parking spaces assigned to a unit by deed?
  ☐ No
  ☒ Yes
- Can parking spaces be transferred between unit owners?
  ☒ No
  ☐ Yes
- What parking is available for visitors? Designated visitor parking area
- What are the parking restrictions at this condominium? No parking of cars, trucks, trailers, boats, campers, recreational vehicles or other vehicles shall be allowed anywhere at any time except that car and small truck parking is allowed inside of an indoor parking garage or upon the driveway Limited Common Element adjoining that Unit's appurtenant Limited Common Element garage area or within designated visitor parking areas which shall be under the control of the Association.
- For specific information about the parking of this condominium, see Bylaws, 8.1(d)

May I have any pets at this condominium?

- Are pets allowed: ☐ No ☒ Yes
- If yes, what kinds of pets are allowed? 1 dog (not exceeding 100 pounds), a dog and a cat, or 2 cats; and small fish in a fish bowl or aquarium
- What are some of the major restrictions and limitations on pets? See above
- For specific information about the condominium pet rules, see Bylaws, 8.1(e)

May I rent my condominium unit?

- Are unit rentals allowed? ☐ No ☒ Yes
- If yes, what are the major limitations and restrictions on unit rentals? The lease must be in writing, signed by the owner and tenant and upon a form approved by the Association
- For specific information about renting units at this condominium, see Bylaws, 8.1(a)-(c), Rules & Regulations, Article IV

Does this condominium have any special amenities and features?

- Does this condominium have any special amenities and features? ☐ No ☒ Yes
- If yes, what are the major amenities and features? Community 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 Declaration, 6.1

What are my maintenance and repair responsibilities for my unit?

- A Unit Owner must maintain and repair Unit Owner is responsible for the upkeep of his/her Unit and all of its equipment
- For specific information about unit maintenance and repairs, see Declaration, 11.1; Bylaws, 7.1

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

- Common elements maintenance, repair and replacement is performed as follows: The Association is responsible for the Common Elements and Limited Common Elements.
- How are repairs and replacements of the common elements funded?
  - ☐ Unit owner assessments
  - ☐ Reserve funds
  - ☒ Both
  - ☐ Other: _____
- For specific information about common element maintenance, repairs and replacements see Declaration, 11.2; Bylaws, 7.2
- How are repairs and replacements of the limited common elements funded?
  - ☐ Unit owner assessments
  - ☐ Reserve funds
  - ☒ Both
  - ☐ Other (*specify*): _____
- Limited common element maintenance, repairs and replacement is performed as follows: By the Association

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

Is there a Statutory Reserve Account? ☒ Yes ☐ No

- For specific information about this condominium's reserve funds for repairs and replacements, see Wisconsin Statutes § 703.163.
- Reserve Account balance: $41,778.89, as of the date this Executive Summary was prepared.

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

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

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

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

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

- Describe the rules, restrictions and procedures for altering a unit: Any structural changes must first have Association approval.
- Describe the rules, restrictions and procedures for enclosing limited common elements: See above
- For specific information about unit alterations and limited common element enclosures, see Declaration, 7.2; 11.4; Bylaws, 7.1, 7.3, 7.4

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

- Yes, Wisconsin law allows the unit owners to amend the condominium declaration, by laws and other condominium documents if the required votes are obtained. Some of these changes may alter your legal rights and responsibilities with regard to your condominium unit.
- For specific information about condominium document amendment procedures and requirements, see Articles of Incorporation, Article XI; Declaration, 21; Bylaws, X

Other restrictions or features (optional): _____

Does the Association have the right of first purchase:

☒ No
☐ Yes

Does the Association charge a transfer fee:

☒ No
☐ Yes. If so, how much? $_____

Does the Association charge a disclosure material fee:

☐ No
☒ Yes. If so, how much? The actual cost of furnishing the information or $50.00, whichever is less pursuant to Sec. 703.20(2)(a) Wis. Stat.

Does the Association charge a payoff statement fee?

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

This Executive Summary was prepared on June 30, 2018 (insert date)
By: Attorney Lydia J. Chartre (state name and title or position).

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

HUNTERS RUN CONDOMINIUM ASSOCIATION, LTD.

DISCLOSURE MATERIALS

SECTION B

DECLARATION

CONDOMINIUM DECLARATION
OF
HUNTERS RUN CONDOMINIUM

Document Number | Document Title

DOC. # 8640952

REGISTER'S OFFICE | SS
Milwaukee County, WI
RECORDED AT 10:40 AM
10-02-2003

JOHN LA FAVE
REGISTER OF DEEDS

AMOUNT 59.00

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Recording Area

Name and Return Address

Scott L. Langlois, Esq.
Quarles & Brady LLP
411 East Wisconsin Avenue
Milwaukee, WI 53202

Parcel Identification Number (PIN)

HUNTERS RUN CONDOMINIUM

Declarant:

Hunters Run Properties, LLC
8400 Lakeview Parkway, Suite 700
Pleasant Prairie, WI 53158

Agent:

Lawdock, Inc.
411 East Wisconsin Avenue
Suite 2040
Milwaukee, Wisconsin 53202

CONDOMINIUM DECLARATION

HUNTERS RUN CONDOMINIUM

THIS DECLARATION is made pursuant to the Condominium Ownership Act of the State of Wisconsin, Chapter 703 of the Wisconsin Statutes (hereinafter sometimes referred to as the "Act") this 2nd day of October, 2003, by Hunters Run Properties, LLC, a Wisconsin limited liability company (hereinafter referred to as "Declarant").

1. STATEMENT OF DECLARATION.

The purpose of this Declaration is to submit the lands hereinafter described and the improvements constructed or to be constructed thereon to the condominium form of ownership in the matter provided by the Act and this Declaration.

Declarant hereby declares that it is the sole owner of the real property described in Section 3 hereof, together with all buildings and improvements thereon or to be constructed thereon (hereinafter referred to as "the Property") which is hereby submitted to the condominium form of ownership as provided in the Act and this Declaration. All provisions hereof shall be deemed to run with the land and shall constitute benefits and burdens to the Declarant, its successors and assigns, and to all parties hereafter having any interest in the Property.

2. NAME AND ADDRESS.

The real estate described in Section 3 and all buildings and improvements thereon and thereto shall be known as **HUNTERS RUN CONDOMINIUM**. The address of the Condominium is 769-863 West Puetz Road, Oak Creek, Milwaukee, Wisconsin.

3. LEGAL DESCRIPTION.

The following described real estate, also described in the condominium plat attached hereto (the "Condominium Plat"), is hereby subjected to the provisions of this Declaration:

> Parcel (2) of CERTIFIED SURVEY MAP NO. 202, being a part of the Northwest One-quarter (1/4) of Section Twenty (20), in Township Five (5) North, Range Twenty-two (22) East, in the City of Oak Creek, County of Milwaukee, State of Wisconsin, recorded in the Office of the Register of Deeds for Milwaukee County on January 24, 1963, in Reel 66, on Images 489 and 490 inclusive, as Document No. 4000932.

4. DEFINITION AND DESCRIPTION OF UNITS.

4.1 **Number.** Forty-eight (48) residential condominium units are hereby declared in **HUNTERS RUN CONDOMINIUM** (individually a "Unit" and collectively the "Units").

4.2 **Definition.** A Unit is that separate area within a building intended for independent, private use, comprised of one or more cubicles of air at one or more levels of space, having outer boundaries formed by the interior surfaces of the perimeter walls, floors, and ceilings, including the windows, window frames, doors and door frames of the Units, as said boundaries are shown in the Condominium Plat attached hereto, together with all fixtures and improvements therein contained, as shown on the Condominium Plat.

4.3 **Identification.** The Units are designated by the numbers as set forth on the Condominium Plat. The Unit designations and locations and floor plans for the Units are as set forth on the Condominium Plat attached hereto. The approximate dimensions and floor area of each Unit, immediate Common Elements (as hereinafter defined) to which the Units have access, and further details identifying and describing the Units are as set forth on the Condominium Plat.

5. DESCRIPTION AND LOCATION OF BUILDINGS.

There are eight (8) buildings constructed on the real estate described in Section 3 above, four of which contain four (4) single-family residential condominium Units, and four of which contain eight (8) single-family residential units. The buildings are or will be located on the real estate as indicated on the Condominium Plat. The buildings constructed upon the Property are two (2) stories in height, all of which will include attached Limited Common Element indoor parking garages, and are or will be constructed principally with wood frame construction with vinyl and aluminum siding. Floor plans of the Units are attached hereto as a part of the Condominium Plat.

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6. **COMMON ELEMENTS AND FACILITIES.**

6.1 **Description.** The common elements ("Common Elements") shall consist of all of the **HUNTERS RUN CONDOMINIUM**, except the individual Units and fixtures therein, as defined hereunder, and shall include, without limitation, the land on which the buildings are located; the private roadways, building structures and exteriors, perimeter and bearing walls; swimming pool; common sidewalks, driveways and walkways; building roofs; foundations; pipes; ducts; electrical wiring and conduits; utility services; public utility lines; master television cable or antenna and lines; water mains and lines, sewer laterals; outside walls; girders, beams and supports; the landscaping comprising or which may comprise the Property; and all other improvements and appurtenances.

6.2 **Unit Owner Easements.** Each Unit owner shall have an easement to the space between the interior and exterior walls or common walls of his or her Unit for purposes of adding additional utility outlets, wall hangings, erection of non-bearing partition walls, and the like, where space between the walls may be necessary for such uses, provided that the Unit owner shall do nothing to impair the structural integrity of the building, and provided further that the Common Elements be restored to their former condition by the Unit owner at his or her sole expense upon completion or termination of the use requiring the easement. Easements are hereby granted and declared for the benefit of the Unit owners and the Association (as hereinafter defined) for the installation, maintenance and repair of common utility services in and on any part of the Common Elements or Units.

7. **LIMITED COMMON ELEMENTS.**

7.1 **Description.** A portion of the Common Elements are designated as "Limited Common Elements," as shown in the Condominium Plat. Such Limited Common Elements shall and will be reserved for the exclusive and appurtenant use of the owner or occupant of the Unit to which they are appurtenant, to the exclusion of all other Units in **HUNTERS RUN CONDOMINIUM**. Such Limited Common Elements consist of the patios or decks for the Units, one-half (1/2) of the interior space within a garage which shall be appurtenant to each Unit (the Unit to which such Limited Common Elements garage space is appurtenant designated by Unit number on the Condominium Plat), the driveways adjoining each garage Limited Common Element area, all as set forth on the Condominium Plat and such other Limited Common Elements as may be identified on the Condominium Plat.

7.2 **Use.** The manner of use of the Limited Common Elements shall be governed by the By-Laws of, and such rules and regulations as may be established by, the Association, and no Unit owner shall alter, remove, repair, paint, decorate, landscape or adorn any Limited Common Element, or permit such, in any manner contrary to such By-Laws and rules and regulations. No major or structural changes or alterations shall be made by any Unit owner to any of the Limited Common Elements without the prior written approval of the Association, which approval may be given upon such terms and conditions as the Association deems appropriate.

7.3 **Transfer of Limited Common Elements.** Any Limited Common Element parking areas may be made appurtenant to a Unit by describing such Limited

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Common Element in the Deed to such Unit with reference to the Limited Common Element as described on the Condominium Plat. Such Limited Common Element shall be appurtenant to and reserved for the exclusive use of the Unit referenced in the Deed, and such grantee Unit Owner shall have all of the rights and obligations regarding such Limited Common Element as provided in this Declaration. Thereafter, any such Unit owner may likewise assign any such Limited Common Element to any other Unit by an assignment recorded in the Milwaukee County real property records, whereupon such Limited Common Element shall be appurtenant to and reserved for the exclusive use of the Unit referenced in such assignment, and such Unit owner shall have all of the rights and obligations regarding such Limited Common Element as provided in the Declaration.

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8. **OWNERSHIP OF UNIT AND PERCENTAGE OF OWNERSHIP IN COMMON ELEMENTS AND LIMITED COMMON ELEMENTS.**

Each Unit owner shall own a fee simple interest in his or her Unit. Each Unit owner shall also own an undivided interest in the Common Elements and Limited Common Elements as a tenant in common with all other Unit owners and, except as otherwise limited in this Declaration, shall have an easement to and right to use and occupy the Common Elements and Limited Common Elements for all purposes incident to the use and occupancy of his or her Unit as a place of residence, and such other incidental uses permitted by this Declaration, which rights shall be appurtenant to and run with his or her Unit. Any attempted conveyance, encumbrance, judicial sale or other transfer (voluntary or involuntary) of any undivided interest in the Common Elements separate from the Unit to which it is appurtenant shall be void and of no force and effect.

The percentage undivided ownership in the Common Elements and Limited Common Elements relating to each Unit and its owner for all purposes, including the proportionate payment of common expenses shall be the number one (1) divided by the number forty-eight (48) or 2.0833%.

9. **ASSOCIATION OF UNIT OWNERS.**

9.1 **Membership, Duties and Obligations.** All Unit owners shall be entitled and required to be a member of an association of Unit owners to be known as **HUNTERS RUN CONDOMINIUM** Association, Ltd. (the "Association") which shall be responsible for carrying out the purposes of this Declaration, including the exclusive management and control of the Common Elements and Limited Common Elements. Such Association shall be incorporated as a non-stock corporation under the laws of the State of Wisconsin. Each Unit owner and the occupants of the Units shall abide by and be subject to all of the rules, regulations, duties and obligations of this Declaration and the By-Laws and rules and regulations of the Association.

9.2 **Voting Rights.** Each Unit shall be entitled to one (1) vote at meetings of the Association. Only one membership and one vote shall exist for each Unit; if title to a Unit is held by more than one person, the membership and vote related to that Unit shall be shared by such owners in the same proportionate interests and by the same type of tenancy in which title to the Unit is held. Voting rights may not be split, and shared membership interests must be voted pursuant to the designation contained in the Membership List maintained pursuant to the By-Laws. The Declarant shall be entitled to

cast the votes pertaining to any Unit or Units declared as a part of **HUNTERS RUN CONDOMINIUM** but not constructed or sold, until such time as the respective Units are constructed and sold by Declarant or its successors or assigns.

The respective rights, qualifications and obligations of the members of the Association shall be as set forth in the By-Laws of the Association.

9.3 **Declarant Control.** Notwithstanding any other provisions herein contained, Declarant, its successors and assigns, shall have the right at its option to appoint and remove the members of the Board of Directors and officers of the Association and to amend the By-Laws or rules and regulations of the Association, until the earlier of: (a) three (3) years from the date of the closing of the first sale of a Unit by Declarant, (b) thirty (30) days after the conveyance of seventy-five percent (75%) of the Common Element interest to purchasers by Declarant, or (c) until such earlier time as may be determined by Declarant, subject in each case to provisions of the Act. Each owner of a Unit in **HUNTERS RUN CONDOMINIUM** shall be deemed by acceptance of any deed to any Unit to agree, approve, and consent to the right of Declarant to so control the Association.

9.4 **Association Personnel.** The Association may obtain and pay for the services of any person or entity to manage its affairs to the extent it deems advisable, and may hire such other personnel as it shall determine to be necessary or advisable for the proper operation of **HUNTERS RUN CONDOMINIUM**. The Association may contract for common services or utilities as may be required for each Unit.

10. **RESIDENTIAL PURPOSE.**

The eight (8) buildings described in Section 5 hereof and the Units therein contained are intended for and restricted exclusively to residential uses as governed by the terms and conditions contained herein and the By-Laws of the Association. Notwithstanding the foregoing, the Declarant reserves the right, at its option and in its sole discretion, to use and occupy various Units, selected by the Declarant, as "model" Units and sales offices and to designate reserved parking spaces to be used in connection with Declarant's sale activities and to direct prospective buyers to parking areas, until such time as all Units have been sold, or until such earlier time as may be determined by Declarant.

11. **REPAIRS AND MAINTENANCE.**

11.1 **Individual Units.** Each Unit owner shall be responsible for keeping the interior of his or her Unit and all of its equipment, fixtures and appurtenances in good order, condition and repair and in a clean and sanitary condition, and shall be responsible for interior decorating, painting and varnishing which may at any time be necessary to maintain the good appearance and condition of his or her Unit, all as is more fully set forth in the By-Laws of the Association. Without in any way limiting the foregoing, in addition to decorating and keeping the interior of the Unit in good repair, each Unit owner shall be responsible for the maintenance, repair or replacement of any doors and windows (including replacement of broken glass), patio and balcony doors, garage doors, screens and screening, lighting fixtures, refrigerators, ranges, heating and air conditioning equipment, including appurtenant compressor and equipment, plumbing fixtures, dishwashers, disposals, laundry equipment such as washers and dryers, water heaters,

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interior electrical wiring and fixtures, door bells, or other equipment which may be in, or connect with, the Unit or the Limited Common Elements appurtenant to the Unit. For purposes of uniformity of external appearance and quality, the Association may specify the type, color and quality of materials to be used in replacing, repairing, painting or maintaining external fixtures such as entry doors, garage doors, lighting fixtures and other items which may be determined from time to time by the Board of Directors of the Association.

11.2 **Common Elements.** The Association shall be responsible for the management and control of the Common Elements and Limited Common Elements, and shall cause the same to be kept in good, clean, attractive and sanitary condition, order, and repair. Without in any way limiting the foregoing, this shall include all routine painting, repair, and maintenance of building exteriors, including walls and roof, garage exteriors, and repair and maintenance of walkways and driveways, as is all more fully set forth in the By-Laws. All expenses of maintenance of the Common Elements shall be a common expense of the Association. The Association shall have control over all additions, improvements and alterations to Common Elements and Limited Common Elements. Individual Unit owners may make alterations or additions to Common Elements or Limited Common Elements, upon application to and prior approval by the Association. Individual Unit owners shall be responsible at their sole expense for maintenance, repair and upkeep of all such individual additions, improvements, alterations and changes made to the Common Elements or Limited Common Elements. In the event any repair or maintenance of the Common Elements is necessitated by reason of the negligence or misuse of a Unit owner or the guest or agent of a Unit owner, such expense shall be charged and specially assessed against the responsible Unit owner, unless such loss is covered by insurance.

11.3 **Limited Common Elements.** Each Unit owner shall keep the Limited Common Elements appurtenant to his or her Unit, as defined in Section 7 hereof and as described in the Condominium Plat, in a good, clean, sanitary and attractive condition.

11.4 **Prohibition Against Structural Changes by Owner.** A Unit owner shall not, without first obtaining the written consent of the Association, make or permit to be made any structural alterations, changes or improvements to his or her Unit, or in or to the exterior of any building or any Common Elements or Limited Common Elements, or make or install any improvements or equipment which may affect other Units or the owners of other Units. A Unit owner shall not perform, or allow to be performed, any act or work which will impair the structural soundness or integrity of the buildings or Units, or the safety of the Property, or impair any easement or property right, without the prior written consent of the Association.

11.5 **Entry for Repairs.** The Association may enter any Unit at reasonable times and under reasonable conditions when necessary in connection with any maintenance, construction or repair of public utilities or for any other matters for which the Association is responsible. Such entry shall be made with prior notice to the Unit owners, except in the case of an emergency when injury or property damage will result from delayed entry, and with as little inconvenience to the Unit owners as practical, and any damage caused thereby shall be repaired by the Association and treated as a common expense except as allocable to an individual Unit or Units in the discretion of the Board of Directors.

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11.6 **Decorating.** Each Unit owner shall have the exclusive right to carpet, paint, repaint, tile, panel, paper or otherwise refurbish and decorate the interior surfaces of the walls, ceilings, floors and doors forming the boundaries of his or her Unit and all walls, ceilings, floors and doors within such boundaries, and to erect partition walls of a non-structural nature within his or her Unit; provided, however, that such construction complies with all applicable laws and ordinances.

12. **NO SUBDIVISION.**

No Unit in **HUNTERS RUN CONDOMINIUM** may be subdivided or separated and no relocation of boundaries between adjoining Units shall be allowed except pursuant to such standards as may be promulgated by and with the consent of the Association.

13. **DESTRUCTION AND RECONSTRUCTION.**

In the event of a partial or total damage or destruction of a building or buildings or any other part of the Common Elements, such shall be repaired and rebuilt as soon as practicable and substantially to the same design, plan and specifications as originally built, so as to be compatible with the remainder of **HUNTERS RUN CONDOMINIUM**. However, in the case of damage or destruction, the repair or reconstruction of which would exceed available insurance proceeds, the Association may determine not to rebuild or repair by affirmative vote and written consent of at least 75% of the votes in the Association within 90 days of the date of the damage or destruction. In such event, the Property shall be subject to an action for partition and shall be partitioned pursuant to §703.18 of the Wisconsin Statutes, as amended, providing for distribution of net proceeds of sale of the Property and net proceeds of insurance in proportion to the undivided percentage ownership interests in the Common Elements and in accordance with the priority of interests in each Unit, and the Association shall be dissolved.

On reconstruction, the design, plan and specifications of any building or Unit may vary from that of the original upon approval of the Association, provided, however, that the number of square feet of any Unit may not vary by more than five percent (5%) from the number of square feet for such Unit as originally constructed, and the location of the building shall be substantially the same as prior to damage or destruction. The proceeds of any insurance provided by the Association and collected for such damage or destruction shall be available to the Association for the purpose of repair or reconstruction, as provided in Section 14 hereof. The Association shall have the right to levy assessments as a common expense against all Unit owners in the event that the proceeds of any insurance collected are insufficient to pay the estimated or actual costs of repair or reconstruction.

14. **INSURANCE.**

14.1 **Units.** Individual Unit owners shall provide insurance for the interior of their respective Units and all fixtures and improvements contained therein. Premiums for such insurance shall be an individual expense of the respective Unit owners.

14.2 **Common Elements.** The Association shall provide and maintain fire and broad form extended coverage insurance on the buildings, improvements, and any other Common Elements and Limited Common Elements in an amount not less than the full

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replacement value thereof from time to time. Such insurance shall be obtained in the name of the Association as trustee for each of the Unit owners and their respective mortgagees in the percentages established in this Declaration, as their interests may appear. Premiums shall be a common expense. All hazard and flood insurance policies shall have the standard mortgagee clause and provide for notice to the mortgagee at least ten (10) days before lapse, material modification or cancellation of the policy. To the extent required by law or deemed advisable by the Declarant or the Association, the Association shall provide and maintain flood insurance on the buildings, improvements and any other Common Elements and Limited Common Elements.

In the event of partial or total destruction of a building or buildings and the repair or reconstruction of such building or buildings in accordance with Section 13 hereof, the proceeds of such insurance shall be paid to the Association as trustee to be applied to the cost thereof. If it is determined not to reconstruct or repair, then the insurance proceeds together with the net proceeds of sale, shall be distributed to the Unit owners and their mortgagees, if any, as their respective interests may appear, in the manner provided by the Act.

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

14.4 **Liability Insurance.** The Association shall also provide public liability insurance covering the Common Elements and the Limited Common Elements with respect to all claims commonly insured against in such amounts as may be determined at the discretion of the Association from time to time. The Association may also provide flood insurance, workman's compensation insurance, directors' and officers' liability insurance and fidelity bonds on such officers and employees in such amounts and with such coverage as is determined by the Board of Directors to be necessary or advisable from time to time.

14.5 **Terms of Insurance.** To the extent possible, the insurance shall provide that the insurer waives its rights of subrogation as to any claim against Unit owners, the Association, and their respective agents, invitees and guests, and that the insurance cannot be cancelled, invalidated nor suspended on account of conduct of any one or more Unit owners, or the Association, or their agents, invitees and guests, without thirty (30) days prior written notice to the Association giving it opportunity to cure the defect within that time. The amount of protection and the types of hazards to be covered shall be reviewed by the Board of Directors at least annually and the amount of coverage may be increased or decreased at any time it is deemed necessary as determined by the Board of Directors to conform to the requirements of full insurable value.

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15. CONDEMNATION.

15.1 **General.** This Section shall be deemed to be supplemental to and not in derogation of the provisions of § 703.19 of the Wisconsin Statutes, as amended.

15.2 **Notice and Participation of Unit Owners.** If any of the Common Elements or any part thereof shall be taken, injured or destroyed by eminent domain, each Unit owner affected shall be entitled to notice of such taking and to participate through the Association in the proceedings incident thereto.

15.3 **Allocation of Awards.** Any awards made in connection with such proceedings shall be collected by the Association and applied or distributed by it in accordance with Section 8 hereof, unless the award or decree provides to the contrary.

If a part of the Common Elements is acquired by eminent domain, the award must be paid to the Association unless the decree provides that the Association shall divide any portion of the award not used for any restoration or repair of the remaining Common Elements among the Unit owners affected in proportion to their respective damage suffered and their respective percentage interest in the Common Elements before the taking on an equitable basis.

15.4 **Re-Allocation Following Condemnation.**

15.4.1 **Units Rendered Unusable.** Upon acquisition by the condemning authority, each affected Unit's entire percentage interest and its corresponding liability for payment of Common Expenses shall be automatically reallocated among the remaining Units in accordance with the formula set forth in subparagraph 15.4.3 below. Any remnant of a Unit which has been rendered unusable remaining after a part of a Unit is taken shall thereafter be a Common Element.

15.4.2 **Units Remaining Usable.** Upon acquisition by the condemning authority, each affected Unit's percentage interest and its corresponding liability for payment of Common Expenses shall be adjusted and the amount by which the percentage interest and corresponding liability of each affected Unit is reduced shall thereafter be proportionately reallocated among all Units within the Condominium in accordance with the formula set forth in subparagraph 15.4.3 below.

15.4.3 **Reallocation Formula.** After acquisition by the condemning authority pursuant to subparagraph 15.4.1 or 15.4.1.2 above, each remaining Unit's percentage interest and its corresponding liability for common expenses shall be adjusted in accordance with the proportion to which the square footage of the respective Unit bears to the aggregate square footage of all of the remaining Units.

15.4.4 **Amendment Upon Reallocation.** Upon any reallocation of percentage interests and liability for Common Expenses in accordance with subparagraph 15.4.3 above, the Association shall promptly prepare, execute and record an amendment to this Declaration reflecting the reallocated percentage interest and liability for common expenses as so calculated.

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16. **LIABILITY FOR COMMON EXPENSES.**

The costs of administration of the Association, insurance, repair, maintenance and other expenses of the buildings, improvements, the Common Elements and Limited Common Elements, including common services provided to the Unit owners such as professional management services, trash removal, sewer, snow removal, and repair and maintenance of landscaping, walkways, private roadways, driveways, driveway lights, and parking areas, shall be paid for by the Association. The Association shall make assessments against the Unit owners and the Units for such common expenses in accordance with the percentage of the undivided interest in the Common Elements relating to each Unit, in the manner provided in the By-Laws of the Association. The Association shall have the right and authority to levy general and special assessments to pay for common expenses. No Unit owner may exempt himself or herself or his or her Unit ownership from liability for his or her contribution toward the common expenses by waiver of the use or enjoyment of any of the Common Elements or Limited Common Elements or services or by abandonment of his or her Unit or because of a dispute over services provided or not provided by the Association; and no conveyance shall relieve the Unit owner-grantor or his or her Unit of such liability, and he or she shall be jointly, severally and personally liable for the common expenses incurred up to the date of sale, until all expenses charged to his or her Unit have been paid, but the obligation shall not pass to a successor in title unless such party agrees to assume the obligation. The Association shall be responsible for the management and control of the Common Elements and Limited Common Elements, and no Unit owner shall have any "self help" rights regarding the Common Elements or Limited Common Elements or any right to reimbursement from the Association for any purported benefit conferred upon any Common Element or Limited Common Element by any Unit owner without the explicit consent of the Association.

All assessments, when due, shall immediately become a personal debt of the Unit owner and also a lien, until paid, against the Unit to which charged, as provided in the Act. Assessments shall be made against the Unit owners and the Units at the beginning of each fiscal year of the Association to meet estimated common expenses of the Association for the ensuing year; however, if prorated and paid in installments, the assessments shall not be considered due until the respective installment payment dates. In the event of delinquency in payment, the Association may assess penalties and interest, and may accelerate annual assessments remaining unpaid with respect to such delinquent Unit for purposes of collection or foreclosure action by the Association.

The first installment of a regular assessment for each and every Unit shall be due and payable on the date of recordation of the first instrument of conveyance to a Unit, with subsequent installments due on the first day of each month thereafter. Such monthly payments of common expenses shall be in accordance with the proposed annual budget prepared by Declarant for the Association. Notwithstanding the foregoing, Declarant may pay only twenty-five percent (25%) of the installment otherwise due and payable on Declarant owned but unoccupied Units for the first sixty (60) days following the conveyance of the first Unit. Installments for partial months shall be prorated.

If a Unit owner defaults in any payment, the Association shall take appropriate measures as provided by law. The defaulting Unit owner shall be responsible for all costs incurred by the Association in seeking to enforce payment including the Association's

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actual attorney fees. Unit owners shall be both personally liable for assessments and a lien shall be imposed against such owner's Unit for same; provided, however, such lien shall be subordinate to the lien of a first mortgage recorded prior to the due date of the delinquent assessment. Liens for unpaid assessments as provided in the Act shall also extend to and secure interest, fines and reasonable costs of collection including attorneys' fees incurred by the Association incident to the collection of assessments or enforcement of liens. The Association may purchase a Unit upon the foreclosure of its lien. A lien for assessments will not be affected by the sale or transfer of a Unit, provided that the foreclosure of a first mortgage lien extinguishes the lien for any assessments payable prior to such foreclosure sale, but will not relieve any subsequent Unit owner from paying further assessments.

Capital expenditures, other than for repair or replacement of the Common Elements, exceeding twenty percent (20%) of the total annual budget at the Association for that fiscal year shall require the approval of a majority vote of the unit owners at a unit owner meeting of the Association.

17. **PARTITION OF COMMON ELEMENTS PROHIBITED.**

There shall be no partition of the Common Elements and Limited Common Elements through judicial proceedings or otherwise, except as otherwise provided in this Declaration, until this Declaration is terminated and the Property is withdrawn from its terms or from the terms of the Act; provided, however, that if any Unit shall be owned by two or more co-owners as tenants in common or as joint tenants, nothing contained herein shall be deemed to prohibit a voluntary or judicial partition of said single Unit as between such co-owners. No Unit may be subdivided or separated except pursuant to such standards as may be promulgated by and with the consent of the Association.

18. **CONVEYANCE TO INCLUDE INTERESTS IN COMMON ELEMENTS AND LIMITED COMMON ELEMENTS.**

The percentage of undivided interest in the Common Elements and Limited Common Elements shall not be separated from the Unit to which it appertains. No Unit owner shall execute any deed, mortgage, lease or other instrument affecting title to such Unit ownership without including therein both his or her interest in the Unit and his or her corresponding percentage of ownership in the Common Elements and Limited Common Elements, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, lease or other instrument purporting to affect the one without including also the other shall be deemed and taken to include the interest so omitted even though the latter is not expressly mentioned or described therein.

19. **EASEMENTS, RESERVATIONS AND ENCROACHMENTS.**

19.1 **Utilities.** Easements are hereby declared and granted for the benefit of the Unit owners and the Association and reserved for the benefit of the Declarant for utility purposes, including the right to install, lay, maintain, repair and replace water lines and pipes, sewer lines, gas mains, telephone wires and equipment, master television antenna system or cable wires and equipment, and electrical conduits and wires and equipment, including power transformers, over, under, along and on any part of the Common Elements, to service the Property. The Association or the Declarant has the right

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to grant permits, licenses and easements for utilities, roads and other purposes under, through or over the Common Elements which are reasonably necessary to the ongoing development and operation of **HUNTERS RUN CONDOMINIUM.**

19.2 **Encroachments.** In the event that by reason of the construction, reconstruction, repair, settlement, movement or shifting of any building, or the design or construction of any Unit, any part of the Common Elements or Limited Common Elements, encroaches or shall hereafter encroach upon any part of any Unit, or any part of any Unit encroaches or shall hereafter encroach upon any part of the Common Elements or Limited Common Elements, or any portion of any Unit encroaches upon any part of any other Unit, valid easements for the maintenance of such encroachment are hereby established and shall exist for the benefit of such Unit so long as all or any part of the building containing such Unit shall remain standing, and Unit and Common Element boundaries shall be as provided in the Act. Provided, however, that in no event shall a valid easement for any encroachment be created in favor of the owner of any Unit or in favor of the owner or owners of the Common Elements or Limited Common Elements, if such encroachment occurred due to the willful and knowing conduct of said owner or owners.

19.3 **Rights of Ingress and Egress.** Each Unit owner shall have an unrestricted right of ingress and egress to and from his or her Unit and utilities servicing that Unit that shall be perpetual and pass with the Unit upon transfers of ownership.

19.4 **Binding Effect.** All easements and rights described in this Section 18 are easements appurtenant, running with the land, and are subject to the reasonable control of the Association. All easements and rights described herein are granted and reserved to, and shall inure to the benefit of and be binding on, the undersigned, its successors and assigns, and on all Unit owners, purchasers and mortgagees and their heirs, personal representatives, successors and assigns. The Association or the Declarant shall have the authority to execute and record all documents necessary to carry out the intent of this Section 18.

20. **RIGHTS OF ACTION; FAILURE OF ASSOCIATION TO INSIST ON STRICT PERFORMANCE NOT WAIVER.**

20.1 **Rights of Action.** If any Unit owner fails to comply with this Declaration or the By-Laws or decisions made by the Association, the Association or any other Unit owner may sue such Unit owner for damages caused by the failure or for injunctive relief. In addition, the Association shall have the enforcement authority contained in the By-Laws of the Association. If the Association fails to comply with this Declaration or the By-Laws, any Unit owner may sue the Association for damages caused by such failure.

20.2 **No Waiver.** The failure of the Association to insist, in any one or more instances, upon the strict performance of any of the terms, covenants, conditions or restrictions of this Declaration, or to exercise any right or option herein contained, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment for the future of such term, covenant, condition or restriction, but such term, covenant, condition or restriction shall remain in full force and effect. The receipt by the Association of payment of any assessment from a Unit owner, with knowledge of the breach of any covenant hereof, shall not be deemed as a waiver of such breach, and no

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waiver by the Association of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Association.

21. **AMENDMENTS TO DECLARATION.**

21.1 **General.** Except as provided by the Act, and except as provided in Section 21.2 below, this Declaration may be amended only with the written consent of Unit owners with not less than sixty-seven percent (67%) of the votes in the Association. A Unit owner's written consent is not effective unless it is approved by the mortgagee of the Unit, if any. Prior to completion of construction and initial sale of all Units by Declarant, the consent in writing of the Declarant, its successors or assigns, shall also be required. No amendment shall alter or abrogate the rights of Declarant as contained in this Declaration. Amendments shall be executed by the President of the Association and shall become effective when recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin. A copy of the amendment shall be recorded with the Office of the Register of Deeds for Milwaukee County, and a copy of the amendment shall also be mailed or personally delivered to each Unit owner at his or her address on file with the Association. If the Department of Veterans Affairs has approved **HUNTERS RUN CONDOMINIUM**, and while the Declarant is in control of the Association, any amendment, shall be approved by the Secretary of the Department of Veterans Affairs prior to recordation. This approval right will include any amendment to merge **HUNTERS RUN CONDOMINIUM** with a successor condominium regime.

21.2 **Material Amendments.** Amendments of a material nature, in addition to requiring the written consent of not less than sixty-seven percent (67%) of the total votes in the Association shall also require approval by Eligible Mortgagees (as hereinafter defined) who represent at least 51% of the votes of Unit owners that are subject to such mortgages. An addition, deletion, modification or change to any provision of this Declaration related to the following matters is defined as "material":

21.2.1 Voting rights;

21.2.2 Increases in assessments which exceed 25% of the previously assessed amount, or changes in the assessment basis, assessment liens, the priority of assessment liens or any method for imposing or determining any charges to be levied against the Unit owners;

21.2.3 Reductions in reserves for maintenance, repair, and replacement of common areas;

21.2.4 Responsibility for maintenance and repairs or any scheme of regulation or enforcement of standards for maintenance, architectural decision or exterior appearance of any improvements on Units;

21.2.5 Reallocation of interests in the Common Elements or the Limited Common Elements, or rights to their use;

21.2.6 Redefinition of any Unit boundaries;

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21.2.7 Convertibility of Units into Common Elements or vice versa;

21.2.8 Expansion or contraction of **HUNTERS RUN CONDOMINIUM**, or the addition, annexation, or withdrawal of property to or from **HUNTERS RUN CONDOMINIUM**;

21.2.9 Insurance or fidelity bond requirements or using insurance proceeds for purposes other than the construction or repair of the insured improvements;

21.2.10 Further imposition of restrictions on leasing of Units;

21.2.11 Imposition of any restrictions on a Unit owner's right to sell or transfer his or her Unit;

21.2.12 A decision by the Association to establish self-management when professional management had been required previously by **HUNTERS RUN CONDOMINIUM's** documents, by the Eligible Mortgagees or by the Unit owners;

21.2.13 Restoration or repair of **HUNTERS RUN CONDOMINIUM** (after damage or partial condemnation) in a manner other than that specified in **HUNTERS RUN CONDOMINIUM** documents;

21.2.14 Any action or omission serving to abandon or terminate the legal status of **HUNTERS RUN CONDOMINIUM** whether after substantial destruction or condemnation or otherwise;

21.2.15 Any provisions that expressly benefit mortgage holders, insurers, or guarantors.

21.2.16 Merging or consolidating the Association;

21.2.17 Abandoning, partitioning, encumbering, mortgaging, conveying, selling or otherwise transferring the boundaries of the Common Elements, except for (i) granting easements which are not inconsistent with or which do not interfere with the intended Common Element use; (ii) dedicating Common Elements as required by a public authority; (iii) limited boundary line adjustments made in accordance with this Declaration; or (iv) transferring Common Elements pursuant to a merger or consolidation with an entity formed for purposes similar to the Association; and

21.2.18 Making capital expenditures (other than for repair or replacement of existing improvements) during any period of twelve (12) consecutive months costing more than twenty percent (20%) of the annual operating budget of the Association.

22. **NOTICES.**

All notices and other documents required to be given by this Declaration or the By-Laws of the Association shall be sufficient if given to one (1) registered owner of a Unit regardless of the number of owners who have an interest therein. Notices and other documents to be served upon Declarant shall be given to the Agent specified for receipt of

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process herein. All Unit owners shall provide the Secretary of the Association with an address for the mailing or service of any notice or other documents and the Secretary shall be deemed to have discharged his or her duty with respect to the giving of notice by mailing it or having it delivered personally to such address as is on file with him or her.

23. **RESIDENT AGENT.**

The Resident Agent for the Condominium shall be Lawdock, Inc., 411 East Wisconsin Avenue, Suite 2040, Milwaukee, Wisconsin 53202-4497, or such other person or entity as may be designated from time to time by the Board of Directors of the Association, which designation shall be filed with the Secretary of State of the State of Wisconsin. A designation of a Resident Agent in replacement of said Agent shall be filed by the Association within thirty (30) days after the date Declarant has sold all Units in the Condominium, or at such earlier time as may be requested by said Agent. The Association may designate successors to the Resident Agent by affirmative vote of the Unit owners with a majority of the votes present or represented by proxy at a meeting of the Association at which a quorum is in attendance.

24. **MORTGAGEE RIGHTS.**

24.1 The holder, insurer or guarantor of any first mortgage or land contract upon a Unit in **HUNTERS RUN CONDOMINIUM** ("Mortgagee"), upon the submission of a request to the Association in writing delivered to the Resident Agent (an "Eligible Mortgagee"), shall be entitled to inspect Association documents and records to the same extent as the Unit owners and to receive written notice from the Association of the following matters:

24.1.1 Any condemnation or casualty loss that affects a material portion of **HUNTERS RUN CONDOMINIUM**, a Common Element resulting in losses greater than ten percent (10%) of the Association annual budget or the Unit securing its mortgage;

24.1.2 Any sixty (60) day delinquency in the payment of assessments owed by the owner of the Unit on which it holds a mortgage or any breach of the provisions of any instrument or rule governing **HUNTERS RUN CONDOMINIUM** which is not cured by such owner within sixty (60) days of such owner's receipt of notice of such breach;

24.1.3 A termination, lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and

24.1.4 Any proposed action that requires the consent of a specified percentage of Eligible Mortgagees as specified below or in Article 21 hereof.

24.2 Except as provided by the Act, the Association shall not, unless two-thirds (2/3) of the Eligible Mortgagees (based on one vote for each mortgage owned) have given their prior written consent after a minimum of thirty (30) days' notice is given to the Eligible Mortgagees:

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24.2.1 Change the undivided percentage interest in the Common Elements of **HUNTERS RUN CONDOMINIUM** appurtenant to any Unit, or the manner of making assessments for common expenses or the allocation of the distribution of insurance proceeds or condemnation awards based upon such percentage;

24.2.2 Partition or subdivide any Unit or Common Elements of **HUNTERS RUN CONDOMINIUM**; or

24.2.3 By act or omission seek to abandon or terminate **HUNTERS RUN CONDOMINIUM**, encumber, sell, transfer or convey any part of the Common Elements of **HUNTERS RUN CONDOMINIUM** or dissolve the Association.

24.2.4 Use hazard insurance proceeds for losses to any Units or Common Elements for other than the repair, replacement or reconstruction of such Units or Common Elements.

24.3 The termination of the legal status of **HUNTERS RUN CONDOMINIUM** or removal of the Property from the provisions of the Act, for reasons other than substantial destruction or condemnation, shall not be effective unless agreed to by Eligible Mortgagees that represent at least 67% of the mortgaged Units, provided that such agreement may be deemed given in the event any Eligible Mortgagee fails to submit a response to any written proposal for an amendment within thirty (30) days after it receives notice of the proposal, provided the notice was delivered by certified or registered mail with return receipt requested.

24.4 A majority of the Eligible Mortgagees (based on one vote for each mortgage owned) shall have the right to demand professional management of the Association or an audit for the Association's financial records.

24.5 To be entitled to receive notification as provided for herein and become an Eligible Mortgagee, an Eligible Mortgagee must send a written request to the Resident Agent of Association, stating its name, address and the Unit number or address on which it has a mortgage, insurance policy or guaranty.

24.6 A Mortgagee having a first mortgage and acquiring title to a Unit pursuant to remedies provided in its mortgage or by a deed in lieu of foreclosure following an owner's default under the mortgage shall not be liable for such Unit's unpaid assessments accruing prior to the Mortgagee's acquisition of title to the Unit.

25. **NUMBER AND GENDER.**

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

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26. **CAPTIONS.**

The captions and section headings herein are inserted only as matters of convenience and for reference, and in no way define nor limit the scope or intent of the various provisions hereof.

27. **SEVERABILITY AND ASSIGNMENT.**

The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of the remaining portion of said provision or of any other provision hereof. Declarant may freely assign any and all rights provided to Declarant herein.

IN WITNESS WHEREOF, the said Hunter Run Properties, LLC, a Wisconsin limited liability company, Declarant, has caused this document to be executed as of the date first set forth above.

HUNTERS RUN PROPERTIES, LLC
a Wisconsin limited liability company

By: Legacy Real Estate Partners, LLC,
its manager

By: _____
Rod Engel, Authorized Member

AUTHENTICATION

Signature of Rod Engel as authorized member of Legacy Real Estate Partners, LLC, manager of Hunters Run Properties, LLC authenticated this 11th day of September 2003.

_____
Scott L. Langlois
Title: Member, State Bar of Wisconsin

This instrument was drafted by:

Scott L. Langlois
Quarles & Brady LLP
411 East Wisconsin Avenue
Milwaukee, Wisconsin 53202

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HUNTERS RUN CONDOMINIUM

OAK CREEK, MILWAUKEE COUNTY, WISCONSIN

KNOWN AS 749-863 WEST PUETZ ROAD, CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN

PARCEL 2 OF CERTIFIED SURVEY MAP NO. 202, BEING A PART OF THE NORTHWEST 1/4 OF SECTION 20, IN TOWNSHIP 5 NORTH, RANGE 22 EAST, IN THE CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN. RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR MILWAUKEE COUNTY ON JANUARY 24, 1983, IN REEL 66, ON IMAGES 488 AND 489 INCLUSIVE, AS DOCUMENT NO. 4009932.

BLDG	UNIT #	ADDRESS	UPPER/LOWER
1	1	839 PUETZ ROAD	LOWER
1	2	831 PUETZ ROAD	LOWER
1	3	835 PUETZ ROAD	LOWER
1	4	827 PUETZ ROAD	LOWER
1	5	837 PUETZ ROAD	UPPER
1	6	829 PUETZ ROAD	UPPER
1	7	833 PUETZ ROAD	UPPER
1	8	825 PUETZ ROAD	UPPER
2	9	807 PUETZ ROAD	LOWER
2	10	803 PUETZ ROAD	LOWER
2	11	805 PUETZ ROAD	UPPER
2	12	801 PUETZ ROAD	UPPER
3	13	749 PUETZ ROAD	LOWER
3	14	765 PUETZ ROAD	LOWER
3	15	757 PUETZ ROAD	UPPER
3	16	763 PUETZ ROAD	UPPER
4	17	781 PUETZ ROAD	LOWER
4	18	783 PUETZ ROAD	LOWER
4	19	787 PUETZ ROAD	LOWER
4	20	779 PUETZ ROAD	LOWER
4	21	789 PUETZ ROAD	UPPER
4	22	791 PUETZ ROAD	UPPER
4	23	785 PUETZ ROAD	UPPER
4	24	777 PUETZ ROAD	UPPER
5	25	775 PUETZ ROAD	LOWER
5	26	771 PUETZ ROAD	LOWER
5	27	773 PUETZ ROAD	UPPER
5	28	769 PUETZ ROAD	UPPER
6	29	811 PUETZ ROAD	LOWER
6	30	819 PUETZ ROAD	LOWER
6	31	815 PUETZ ROAD	LOWER
6	32	823 PUETZ ROAD	LOWER
6	33	809 PUETZ ROAD	UPPER
6	34	817 PUETZ ROAD	UPPER
6	35	813 PUETZ ROAD	UPPER
6	36	821 PUETZ ROAD	UPPER
7	37	843 PUETZ ROAD	LOWER
7	38	851 PUETZ ROAD	LOWER
7	39	847 PUETZ ROAD	LOWER
7	40	855 PUETZ ROAD	LOWER
7	41	841 PUETZ ROAD	UPPER
7	42	849 PUETZ ROAD	UPPER
7	43	845 PUETZ ROAD	UPPER
7	44	853 PUETZ ROAD	UPPER
8	45	859 PUETZ ROAD	LOWER
8	46	863 PUETZ ROAD	LOWER
8	47	857 PUETZ ROAD	UPPER
8	48	861 PUETZ ROAD	UPPER

NOTES

1. ALL AREAS WITHIN THE CONDOMINIUM AND OUTSIDE OF THE UNITS, EXCEPT THOSE AREAS DESIGNATED AS LIMITED COMMON ELEMENTS, ARE COMMON ELEMENTS.

2. BEARINGS REFER TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE.

I, STEPHEN G. SOUTHWELL, RLS, DO HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THIS SURVEY IS AN ACCURATE REPRESENTATION OF THE EXTERIOR BOUNDARY LINES AND THE LOCATIONS OF EXISTING BUILDINGS AND IMPROVEMENTS AND PROPOSED BUILDINGS AND IMPROVEMENTS UPON THE SAID PROPERTY. THIS CONDOMINIUM IS A CORRECT REPRESENTATION OF HUNTERS RUN CONDOMINIUM AND THE IDENTIFICATION AND LOCATION OF EACH UNIT, AND TO THE EXTENT FEASIBLE, THE COMMON ELEMENTS CAN BE DETERMINED FROM THE PLAT. THE DIAGRAMMATIC FLOOR PLANS SHOW ONLY THE APPROXIMATE DIMENSIONS AND LOCATION OF EACH UNIT.

STEPHEN G. SOUTHWELL, RLS, S-1930 — APRIL 3, 2003

KEY

LIMITED COMMON ELEMENT

GRAPHIC SCALE

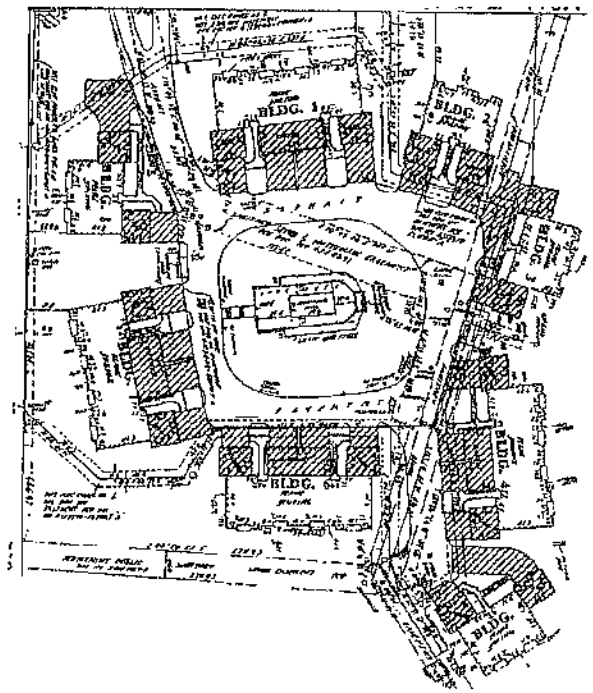
National Survey & Engineering

SHEET 1 OF 8

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HUNTERS RUN CONDOMINIUM

OAK CREEK, MILWAUKEE COUNTY, WISCONSIN



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KEY

LIMITED COMMON ELEMENT

National Survey & Engineering

SHEET 2 OF 8

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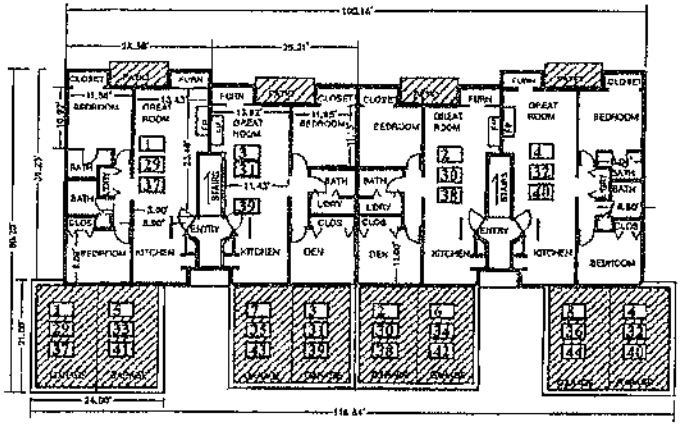
HUNTERS RUN CONDOMINIUM

OAK CREEK, MILWAUKEE COUNTY, WISCONSIN

BUILDING NO. 1, 6, & 7

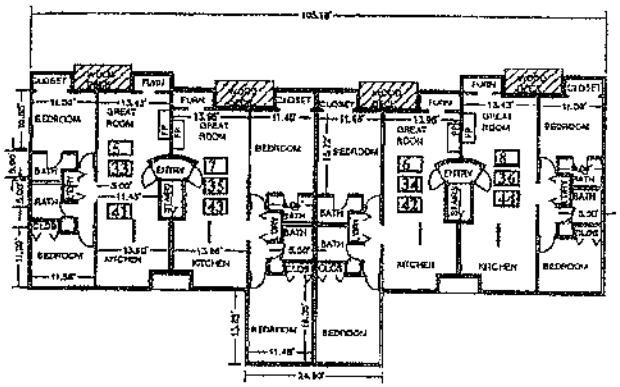
NOTE

- ALL AREAS WITHIN THE CONDOMINIUM AND OUTSIDE OF THE UNITS, EXCEPT THOSE AREAS DESIGNATED AS LIMITED COMMON ELEMENTS, ARE COMMON ELEMENTS.



FIRST FLOOR

NOT TO SCALE



SECOND FLOOR

NOT TO SCALE

KEY

- UNIT NO.
- LIMITED COMMON ELEMENT
- 1 - 8 UNIT NO. IN BUILDING NO. 1
- 29 - 36 UNIT NO. IN BUILDING NO. 6
- 37 - 44 UNIT NO. IN BUILDING NO. 7

National Survey & Engineering

SHEET 3 OF 8

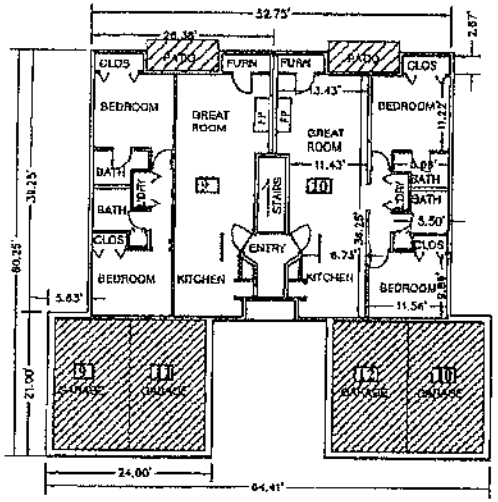
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HUNTERS RUN CONDOMINIUM

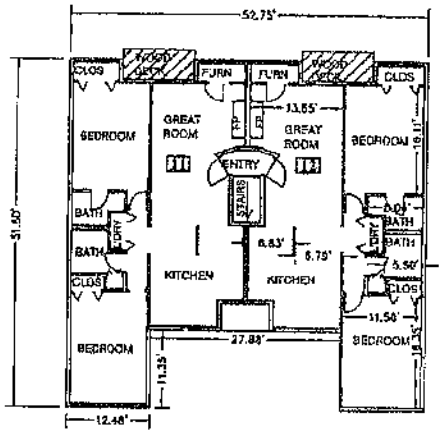
OAK CREEK, MILWAUKEE COUNTY, WISCONSIN

BUILDING NO. 2

NOTE
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FIRST FLOOR
NOT TO SCALE



SECOND FLOOR
NOT TO SCALE

KEY
- UNIT NO.
- LIMITED COMMON ELEMENT

National Survey & Engineering

SHEET 4 OF 8

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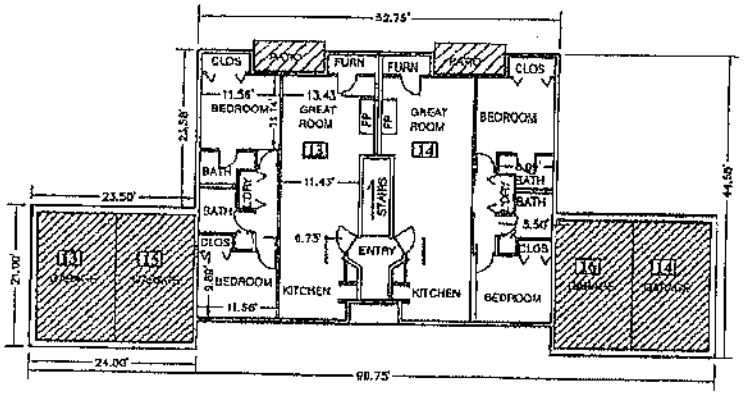
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OAK CREEK, MILWAUKEE COUNTY, WISCONSIN

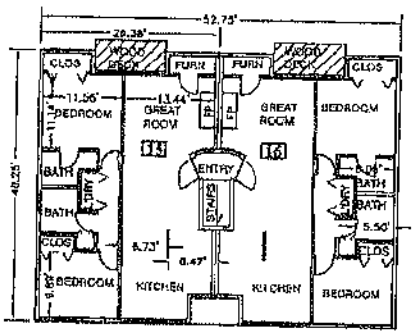
BUILDING NO. 3

NOTE

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FIRST FLOOR
NOT TO SCALE



SECOND FLOOR
NOT TO SCALE

KEY

- UNIT NO.
- LIMITED COMMON ELEMENT

National Survey & Engineering

SHEET 5 OF 8

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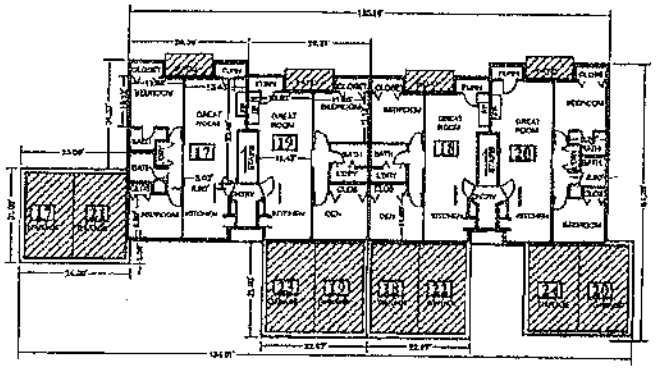
HUNTERS RUN CONDOMINIUM

OAK CREEK, MILWAUKEE COUNTY, WISCONSIN

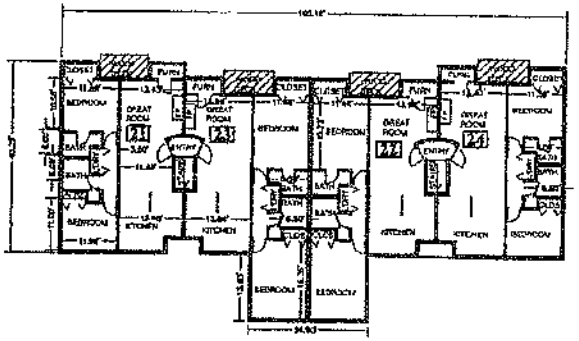
NOTE

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BUILDING NO. 4



FIRST FLOOR
NOT TO SCALE



SECOND FLOOR
NOT TO SCALE

KEY

UNIT NO.

LIMITED COMMON ELEMENT

National Survey & Engineering

SHEET 6 OF 8

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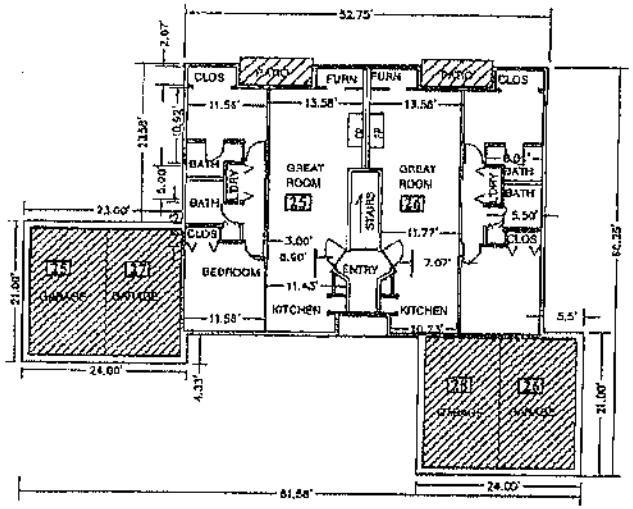
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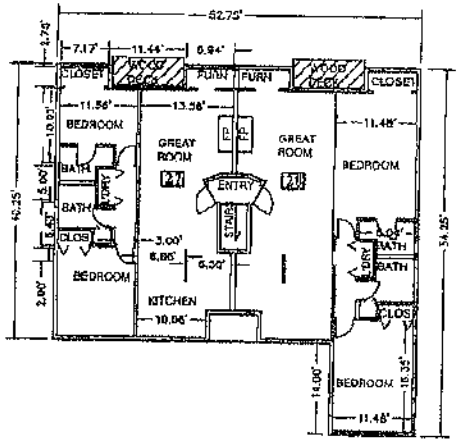
OAK CREEK, MILWAUKEE COUNTY, WISCONSIN

BUILDING NO. 5

NOTE:
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FIRST FLOOR
NOT TO SCALE



SECOND FLOOR
NOT TO SCALE

KEY
- UNIT NO.
- LIMITED COMMON ELEMENT

National Survey & Engineering

SHEET 7 OF 8

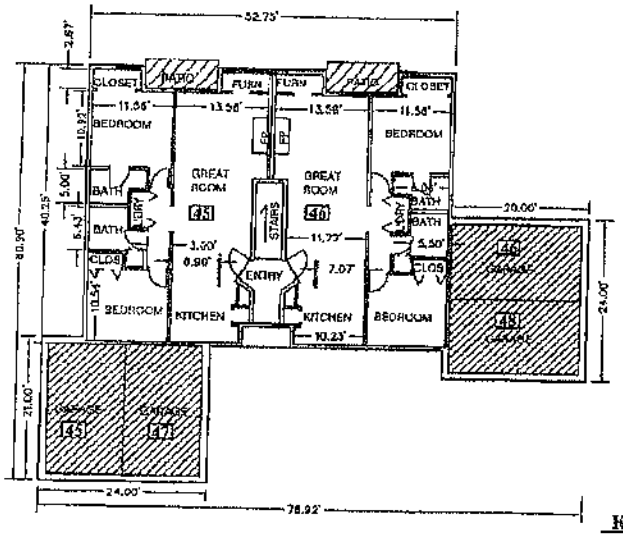
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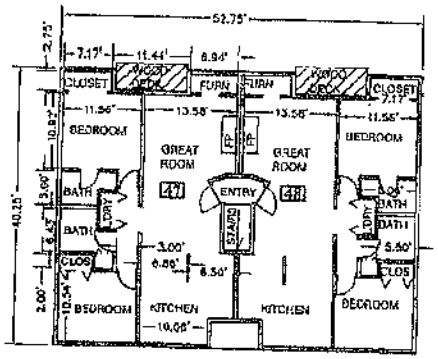
OAK CREEK, MILWAUKEE COUNTY, WISCONSIN

BUILDING NO. 8

NOTE
- ALL AREAS SHOWN THE CONDOMINIUM AND EXPRESS OF THE UNITS, EXCEPT THOSE AREAS DESIGNATED AS LIMITED COMMON ELEMENTS, ARE COMMON ELEMENTS.



FIRST FLOOR
NOT TO SCALE



SECOND FLOOR
NOT TO SCALE

KEY
- UNIT NO.
- LIMITED COMMON ELEMENT

National Survey & Engineering

SHEET 8 OF 8

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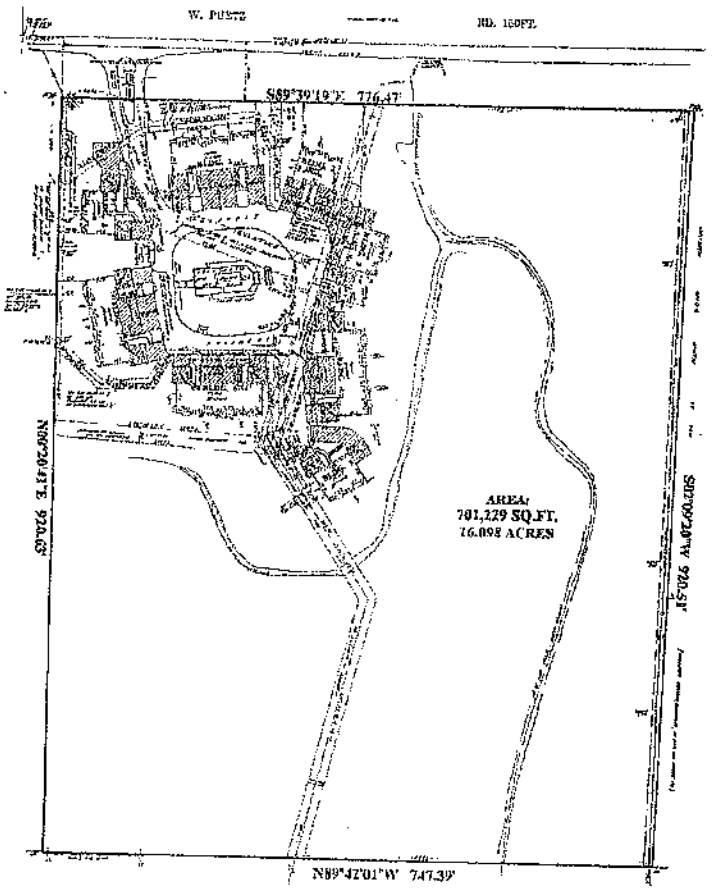
Reel 5580 Image 2550

HUNTERS RUN CONDOMINIUM

OAK CREEK, MILWAUKEE COUNTY, WISCONSIN

KNOWN AS 769-863 WEST PUETZ ROAD, CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN

PARCEL 2 OF CERTIFIED SURVEY MAP NO. 202, BEING A PART OF THE NORTHWEST 1/4 OF SECTION 20, IN TOWNSHIP 5 NORTH, RANGE 22 EAST, IN THE CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN, RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR MILWAUKEE COUNTY ON JANUARY 24, 1983, IN REEL 66, ON IMAGES 489 AND 490 INCLUSIVE, AS DOCUMENT NO. 4000932.



BLDG	UNIT #	ADDRESS	UPPER/ LOWER
1	1	839 PUETZ ROAD	LOWER
1	2	831 PUETZ ROAD	LOWER
1	3	835 PUETZ ROAD	LOWER
1	4	827 PUETZ ROAD	LOWER
1	5	837 PUETZ ROAD	UPPER
1	6	829 PUETZ ROAD	UPPER
1	7	833 PUETZ ROAD	UPPER
1	8	825 PUETZ ROAD	UPPER
2	9	807 PUETZ ROAD	LOWER
2	10	803 PUETZ ROAD	LOWER
2	11	805 PUETZ ROAD	UPPER
2	12	801 PUETZ ROAD	UPPER
3	13	799 PUETZ ROAD	LOWER
3	14	795 PUETZ ROAD	LOWER
3	15	797 PUETZ ROAD	UPPER
3	16	793 PUETZ ROAD	UPPER
4	17	791 PUETZ ROAD	LOWER
4	18	783 PUETZ ROAD	LOWER
4	19	787 PUETZ ROAD	LOWER
4	20	779 PUETZ ROAD	LOWER
4	21	789 PUETZ ROAD	UPPER
4	22	781 PUETZ ROAD	UPPER
4	23	785 PUETZ ROAD	UPPER
4	24	777 PUETZ ROAD	UPPER

BLDG	UNIT #	ADDRESS	UPPER/ LOWER
5	25	775 PUETZ ROAD	LOWER
5	26	771 PUETZ ROAD	LOWER
5	27	773 PUETZ ROAD	UPPER
5	28	769 PUETZ ROAD	UPPER
6	29	811 PUETZ ROAD	LOWER
6	30	819 PUETZ ROAD	LOWER
6	31	815 PUETZ ROAD	LOWER
6	32	823 PUETZ ROAD	LOWER
6	33	809 PUETZ ROAD	UPPER
6	34	817 PUETZ ROAD	UPPER
6	35	813 PUETZ ROAD	UPPER
6	36	821 PUETZ ROAD	UPPER
7	37	843 PUETZ ROAD	LOWER
7	38	851 PUETZ ROAD	LOWER
7	39	847 PUETZ ROAD	LOWER
7	40	855 PUETZ ROAD	LOWER
7	41	841 PUETZ ROAD	UPPER
7	42	849 PUETZ ROAD	UPPER
7	43	845 PUETZ ROAD	UPPER
7	44	853 PUETZ ROAD	UPPER
8	45	859 PUETZ ROAD	LOWER
8	46	863 PUETZ ROAD	LOWER
8	47	857 PUETZ ROAD	UPPER
8	48	861 PUETZ ROAD	UPPER

8640963
Amount 20.00

8640963
REGISTERS OFFICE
Milwaukee County, WI
RECORDED AT 10:46 AM
OCT 9 2001
REEL 5580 IMAGE 2550
Fee $20.00
WISCONSIN

NOTES

1. ALL AREAS WITHIN THE CONDOMINIUM AND OUTSIDE OF THE UNITS, EXCEPT THOSE AREAS DESIGNATED AS LIMITED COMMON ELEMENTS, ARE COMMON ELEMENTS.

2. BEARINGS REFER TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE.

I, STEPHAN G. SOUTHWELL, RLS, DO HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THIS SURVEY IS AN ACCURATE REPRESENTATION OF THE EXTERIOR BOUNDARY LINES AND THE LOCATIONS OF EXISTING BUILDINGS AND IMPROVEMENTS AND PROPOSED BUILDINGS AND IMPROVEMENTS UPON THE SAID PROPERTY. THIS CONDOMINIUM IS A CORRECT REPRESENTATION OF HUNTERS RUN CONDOMINIUM AND THE IDENTIFICATION AND LOCATION OF EACH UNIT, AND TO THE EXTENT FEASIBLE, THE COMMON ELEMENTS CAN BE DETERMINED FROM THE PLAT. THE DIAGRAMMATIC FLOOR PLANS SHOW ONLY THE APPROXIMATE DIMENSIONS AND LOCATION OF EACH UNIT.

STEPHAN G. SOUTHWELL, RLS, S-1580 — APRIL 3, 2003

KEY

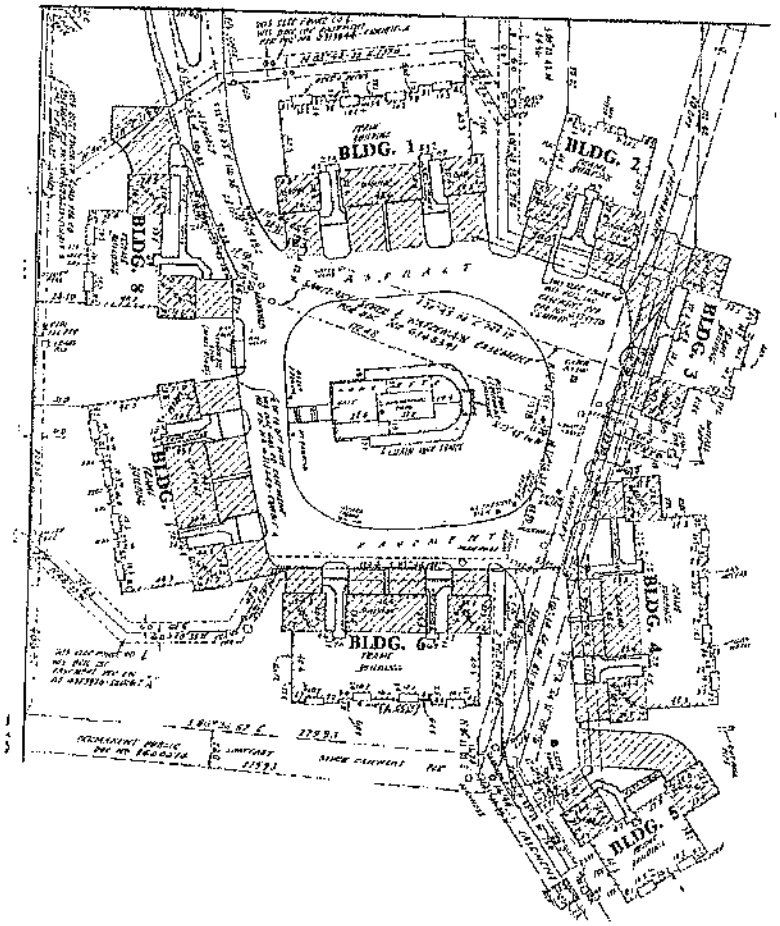
LIMITED COMMON ELEMENT

National Survey & Engineering

SHEET 1 OF 8

HUNTERS RUN CONDOMINIUM

OAK CREEK, MILWAUKEE COUNTY, WISCONSIN



N

KEY

LIMITED COMMON ELEMENT

National Survey & Engineering

SHEET 2 OF 8

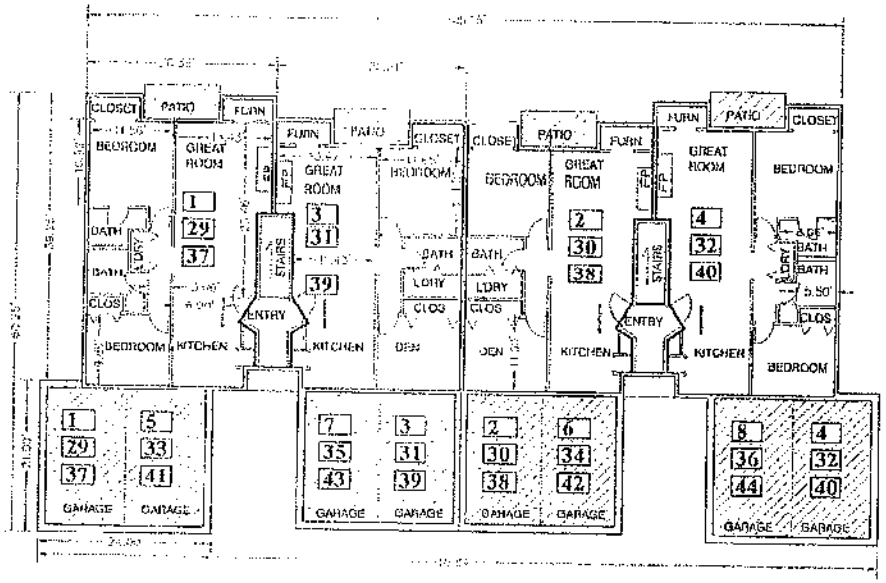
HUNTERS RUN CONDOMINIUM

OAK CREEK, MILWAUKEE COUNTY, WISCONSIN

BUILDING NO. 1, 6, & 7

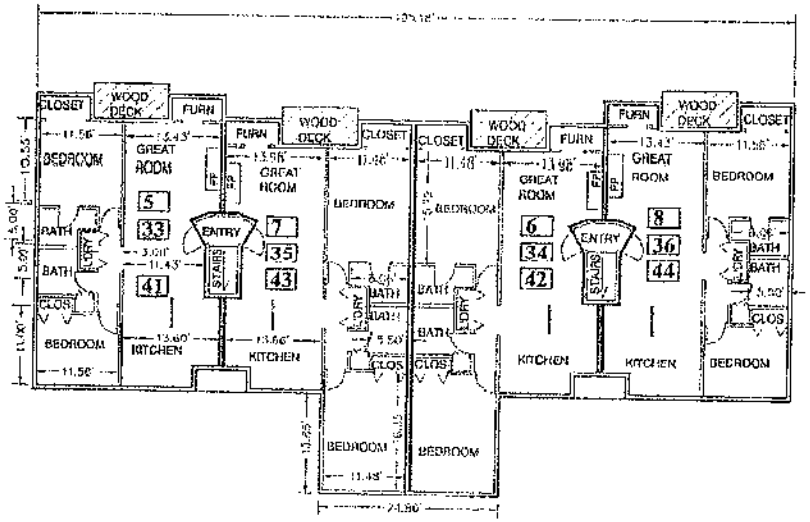
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FIRST FLOOR

NOT TO SCALE



SECOND FLOOR

NOT TO SCALE

KEY

- UNIT NO.
- LIMITED COMMON ELEMENT
- 1 - 8 UNIT NO. IN BUILDING NO. 1
- 29 - 36 UNIT NO. IN BUILDING NO. 6
- 37 - 44 UNIT NO. IN BUILDING NO. 7

National Survey & Engineering

SHEET 3 OF 8

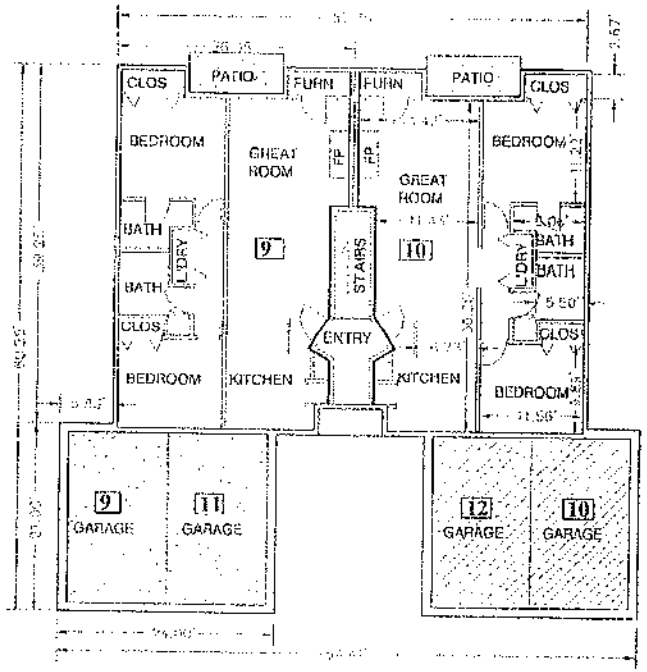
HUNTERS RUN CONDOMINIUM

OAK CREEK, MILWAUKEE COUNTY, WISCONSIN

BUILDING NO. 2

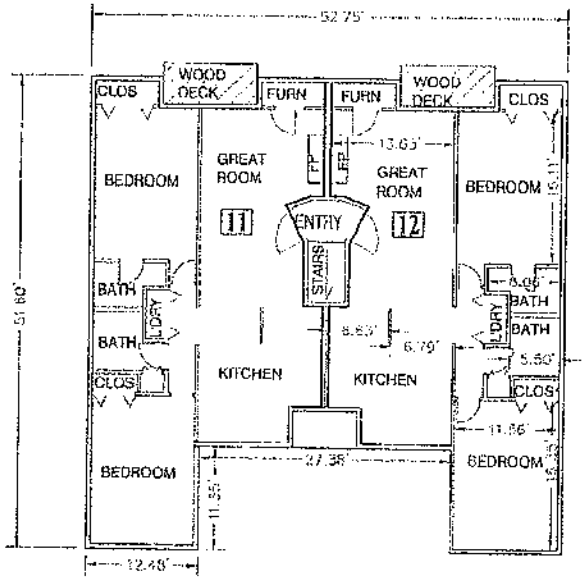
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FIRST FLOOR

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SECOND FLOOR

NOT TO SCALE

KEY

UNIT NO.

LIMITED COMMON ELEMENT

National Survey & Engineering

SHEET 4 OF 8

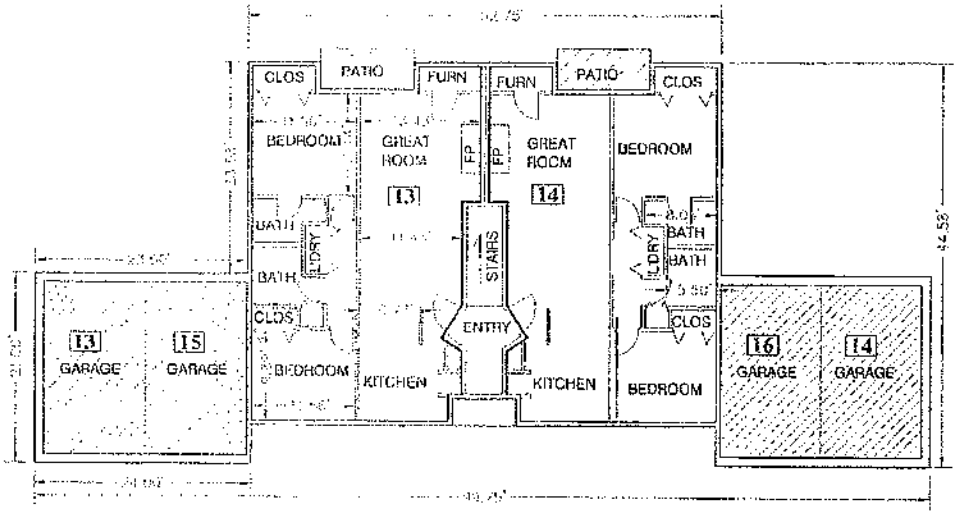
HUNTERS RUN CONDOMINIUM

OAK CREEK, MILWAUKEE COUNTY, WISCONSIN

BUILDING NO. 3

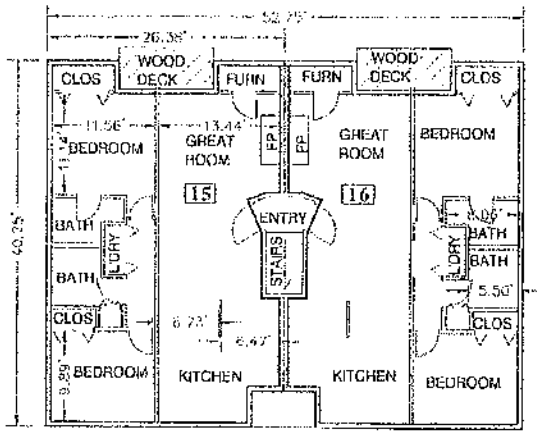
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KEY

UNIT NO.

LIMITED COMMON ELEMENT

National Survey & Engineering

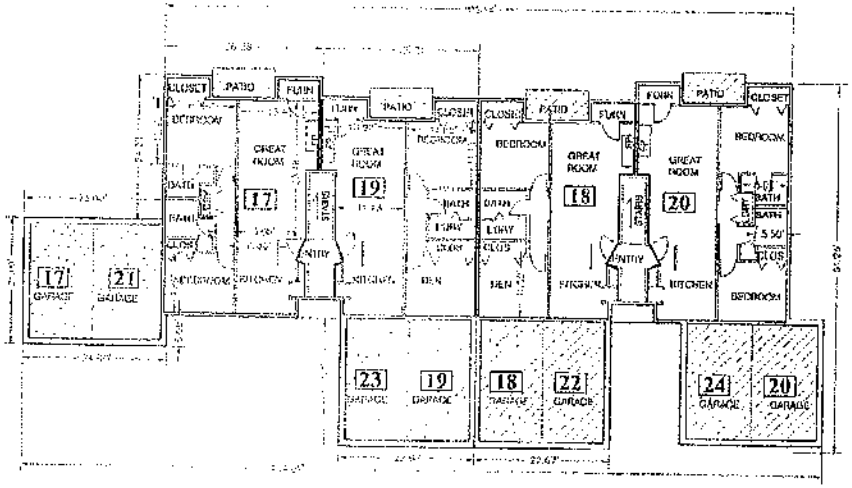
HUNTERS RUN CONDOMINIUM

OAK CREEK, MILWAUKEE COUNTY, WISCONSIN

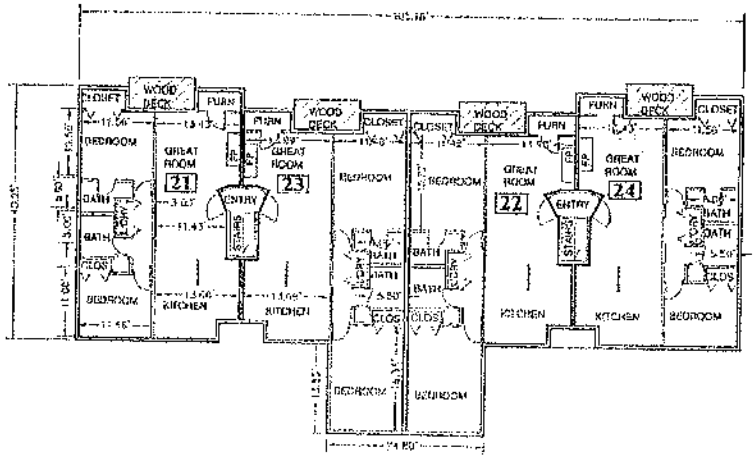
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BUILDING NO. 4



FIRST FLOOR
NOT TO SCALE



SECOND FLOOR
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KEY

UNIT NO.

LIMITED COMMON ELEMENT

National Survey & Engineering

SHEET 6 OF 8

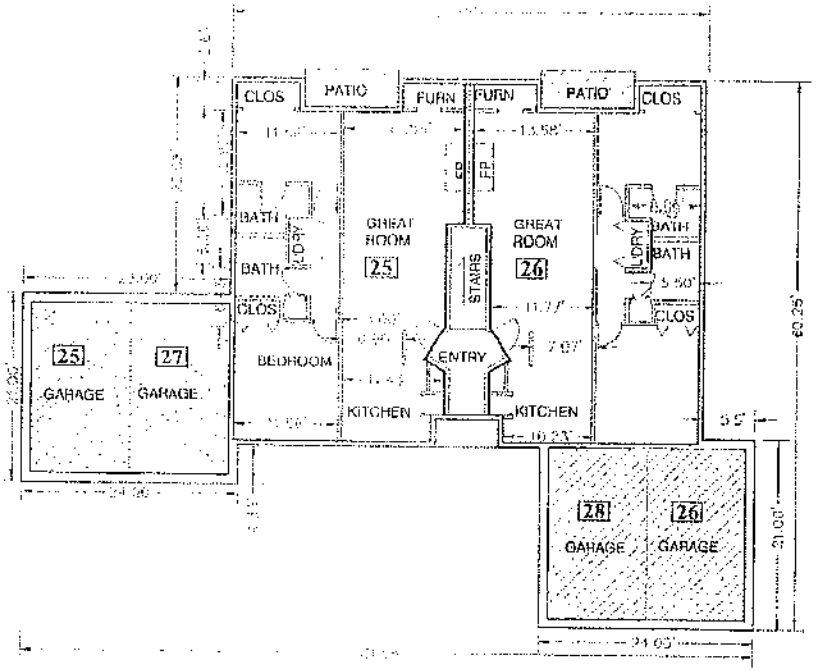
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OAK CREEK, MILWAUKEE COUNTY, WISCONSIN

BUILDING NO. 5

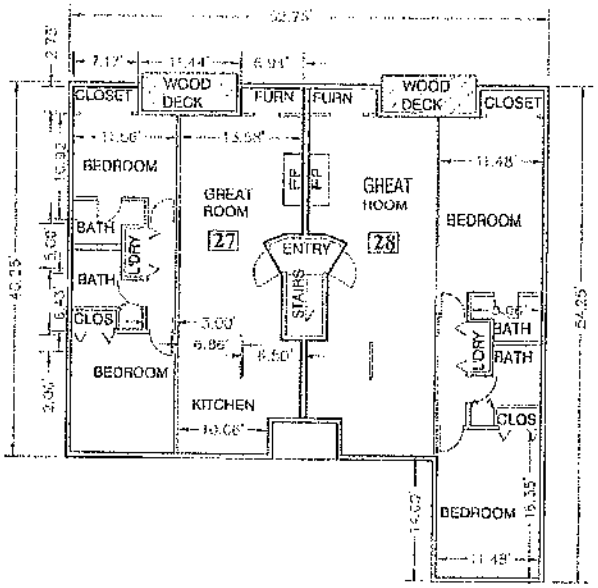
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FIRST FLOOR

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KEY

UNIT NO.

LIMITED COMMON ELEMENT

National Survey & Engineering

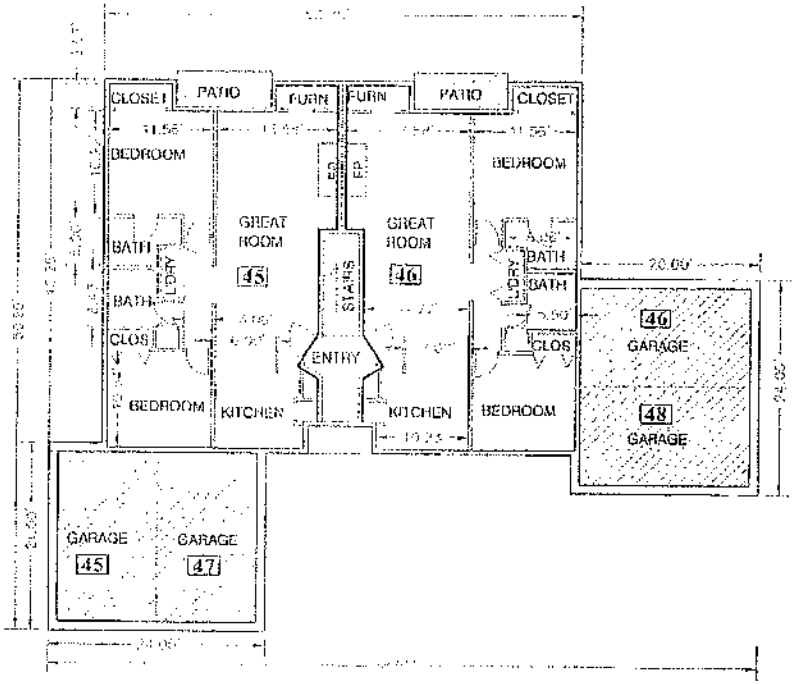
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OAK CREEK, MILWAUKEE COUNTY, WISCONSIN

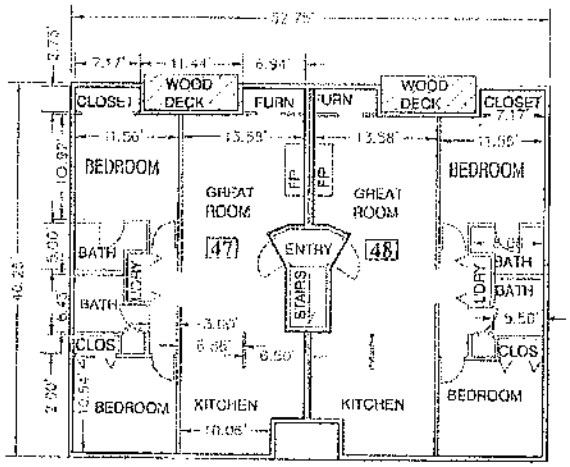
BUILDING NO. 8

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FIRST FLOOR
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SECOND FLOOR
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KEY

UNIT NO.

LIMITED COMMON ELEMENT

National Survey & Engineering

SHEET 8 OF 8

HUNTERS RUN CONDOMINIUM ASSOCIATION, LTD.

DISCLOSURE MATERIALS

SECTION C

BYLAWS

BY-LAWS

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BY-LAWS
OF
HUNTERS RUN CONDOMINIUM ASSOCIATION, LTD.

ARTICLE I

NAME AND PURPOSE

1.1 Pursuant to the Articles of Incorporation of Hunters Run Condominium Association, Ltd. and the Condominium Declaration for HUNTERS RUN CONDOMINIUM, recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin (hereinafter "Declaration"), the following are adopted as the By-Laws of Hunters Run Condominium Association, Ltd. (hereinafter sometimes referred to as the "Association"), which is a non-stock corporation formed and organized to serve as an association of Unit owners who own real estate and improvements (hereinafter the "Property") under the condominium form of ownership, as provided in the Condominium Ownership Act under the laws of the State of Wisconsin and subject to the terms and conditions of the Declaration. All capitalized terms, unless defined herein, shall have the meanings assigned to them in the Declaration.

These By-Laws shall be deemed covenants running with the land and shall be binding on the Unit owners, their heirs, administrators, personal representatives, successors and assigns.

ARTICLE II

MEMBERS, VOTING AND MEETINGS

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

(a) **Defined.** Members of the Association shall be all owners of all Units in HUNTERS RUN CONDOMINIUM. Every Unit owner upon acquiring title to a Unit under the terms of the Declaration shall automatically become a member of the Association and shall remain a member until such time as his or her ownership of such Unit ceases for any reason, at which time his or her membership in the Association shall automatically cease.

(b) **One Membership and Vote Per Unit.** One membership and one vote shall exist for each Unit. Declarant shall have the right to cast its votes relating to unsold Units, both before and after the expiration of Declarant control, and Declarant shall enjoy the same rights and duties under the Declaration, the Articles of Incorporation and these Bylaws as to unsold Units as to any other Unit in the Condominium, except as otherwise provided therein or herein. If title to a Unit is held by more than one person, the membership and vote related to that Unit shall be shared by such owners in the same proportionate interests and by the same type of tenancy in which the title to the Unit is held. Voting rights may not be split, and shared membership interests with regard to a single Unit must be voted by one person pursuant to the designation of that person contained in the Membership List. If a Unit is leased, the lessor shall be entitled to cast the vote appurtenant to the Unit; if a Unit is sold under a land contract, the land contract vendee

Kurt Stern
President - adopted

shall be entitled to cast the vote appurtenant to the Unit. In the event of a dispute, the Association shall be entitled to rely upon the ownership of the Unit as set forth in the Register of Deeds' Office of Milwaukee County, Wisconsin, and the Association may require a member to prove ownership before counting such vote. Notwithstanding the provisions of this section, if the Association has filed a statement of condominium lien against a Unit and the amount necessary to release such lien has not been paid at the time of an Association meeting, the owners of such Unit shall not be entitled to vote at such meeting.

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

(d) **Transfer of Membership.** Each membership shall be appurtenant to the Unit upon which it is based and shall be transferred automatically upon conveyance of that Unit. Membership in the Association may not be transferred, except in connection with the transfer of a Unit. Upon transfer of a Unit, the Association shall, as soon as possible thereafter, be given written notice of such transfer, including the name and address of the new owner, identification of Unit, date of transfer, name of the person designated to vote, the mortgagee of the Unit, if any, and any other information about the transfer which the Association may deem pertinent, and the Association shall make appropriate changes to the Membership List effective as of the date of transfer. The Association may provide membership certificates to its members.

2.2 **QUORUM AND PROXIES FOR MEMBERS' MEETINGS.** A quorum for members' meetings shall consist of a majority of the votes in the Association. Votes may be cast in person or by proxy in accordance with designations in the Membership List. Proxies shall be valid only for the particular meeting(s) or time period designated therein, up to a maximum of 180 days, unless sooner revoked, and must be filed with the Secretary before the appointed time of the meeting. If any meeting of members cannot be organized because a quorum is not present, a majority of the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present, without further notice. At such adjourned meeting at which a quorum shall be present or represented any business may be transacted which might have been transacted at the meeting as originally noticed.

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

2.4 **TIME, PLACE, NOTICE AND CALLING OF MEMBERS' MEETINGS.** Written notice of all meetings stating the time and place and the purposes for which the

meeting is called shall be given by the President or Secretary, unless waived in writing by all Unit owners, to each member at his or her address as it appears on the Membership List of the Association and shall be mailed or personally delivered not less than ten (10) days (or twenty-five (25) days for a matter set forth in Section 21.2 of the Declaration) nor more than ninety (90) days prior to the date of the meeting. Meetings shall be held at such time and place as may be designated by the Board of Directors.

2.5 **ANNUAL AND SPECIAL MEETINGS.** The annual meeting shall be held on or about the second Thursday in November of each year for the purpose of electing directors and of transacting any other business authorized to be transacted by the members. Special meetings of the members shall be held whenever called by the President or any two members of the Board of Directors and must be called by such officer upon receipt of a written request signed by members with no less than thirty percent (30%) of the votes in the Association other than the Declarant.

ARTICLE III

BOARD OF DIRECTORS

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

3.2 **INITIAL BOARD OF DIRECTORS.** The initial Board of Directors shall consist of three (3) persons, appointed by Declarant, who need not be members of the Association, to serve until control of the Association passes to the Unit owners pursuant to the terms of the Declaration. Notwithstanding the foregoing, prior to the conveyance of 25% of the Common Element percentage interests in HUNTERS RUN CONDOMINIUM to purchasers, an Association meeting shall be held and Unit owners other than Declarant shall elect at least 33-1/3% of the Board of Directors.

3.3 **NUMBER AND QUALIFICATIONS OF DIRECTORS.** After control of the Association passes to the Unit owners pursuant to the terms of the Declaration, the Board of Directors shall consist of five (5) persons, to be classified with respect to the terms for which they severally hold office as set forth in paragraph 3.4 below. Each member of the Board of Directors shall be a member of the Association or, in the event that such member of the Association is not a natural person, the appointee of such member of the Association.

3.4 **ELECTION AND TERM OF DIRECTORS.** At the first annual meeting of the Association after Association control passes to the Unit owners but not later than forty-five (45) days after the expiration of Declarant control, the members shall elect five (5) directors to be classified with respect to the terms for which they hold office by dividing them into two (2) classes as follows:

(a) Three (3) directors whose terms will expire after one (1) year, at the next annual meeting of the Association (Class "A" Directors).

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

The successors to the class of directors whose terms expire as set forth above shall be elected to hold office for a term of two (2) years or until their successors are duly elected and qualified, or until any of said directors shall have been removed in the manner hereinafter provided, so that the term of one class of directors shall expire in each year.

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

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

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

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

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

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

3.11 **QUORUM OF DIRECTORS - ADJOURNMENTS.** At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the act of the majority of the directors present at a meeting at which a

quorum is present shall be the act of the Board of Directors. If, at any meeting of the Board of Directors, there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time without further notice. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting as originally called may be transacted.

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

ARTICLE IV

OFFICERS

4.1 **DESIGNATION, ELECTION AND REMOVAL.** The principal officers of the Association shall be a President, Vice-President, Secretary and Treasurer, to be elected annually by the Board of Directors. Upon the affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his or her successor shall be elected at a regular meeting of the Board of Directors, or at any special meeting called for that purpose. Any two or more offices may be held by the same person.

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

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

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

4.5 **TREASURER.** The Treasurer shall have responsibility for the Association's funds and shall be responsible for keeping full and accurate accounts of all receipts and disbursements and financial records and books of account on behalf of the Association. The Treasurer shall be responsible for the deposit of all monies and all valuable effects in

the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors. The Treasurer shall also be responsible for the billing and collection of all common and special charges and assessments made by the Association. The Treasurer shall count votes at meetings of the Association.

4.6 **LIABILITY OF DIRECTORS AND OFFICERS.** No person shall be liable to the Association for any loss or damage suffered by it on account of any action taken or omitted to be taken by him or her as a director or officer of the Association, if such person (a) exercised and used the same degree of care and skill as a prudent man or woman would have exercised or used under the circumstances in the conduct of his or her own affairs; or (b) took or omitted to take such action in reliance upon advice of counsel for the Association or upon statements made or information furnished by officers or employees of the Association which he or she had reasonable grounds to believe to be true. The Association shall, to the fullest extent permitted or required by Sections 181.0871 to 181.0889, inclusive, of the Wisconsin Nonstock Corporation Law, including any amendments thereto (but in the case of any such amendment only to the extent such amendment permits or requires the Association to provide broader indemnification rights than prior to the amendment) indemnify its directors and officers. The foregoing shall not be exclusive of other rights and defenses to which such person may be entitled as a matter of law. The Board of Directors may provide directors' and officers' liability insurance in such amounts and with such coverage as may be determined by the Board of Directors to be necessary or advisable from time to time.

4.7 **COMPENSATION.** No director or officer of the corporation shall receive any fee or other compensation for services rendered to the Association except by specific resolution of the membership.

ARTICLE V

DECLARANT CONTROL

5.1 Notwithstanding any other provisions contained in these By-Laws, Declarant, its successors and assigns, shall have the right at its option to appoint and remove the members of the Board of Directors and officers of the Association and to amend the By-Laws and rules and regulations of the Association until the earlier of: (a) three (3) years after the first sale of a Unit in HUNTERS RUN CONDOMINIUM by Declarant, (b) thirty (30) days after the conveyance of seventy-five percent (75%) of the Common Element percentage interest to purchasers by Declarant, or (c) until such earlier time as may be determined by Declarant, subject in each case to provisions of the Wisconsin Condominium Ownership Act. Each owner of a Unit in HUNTERS RUN CONDOMINIUM shall be deemed by acceptance of any deed to any Unit to agree, approve and consent to the right of Declarant to so control the Association.

ARTICLE VI

OPERATION OF THE PROPERTY

6.1 **THE ASSOCIATION.** The Association, acting through the Board of Directors, shall be responsible for administration, maintenance, management and operation of the condominium property, in accordance with the Wisconsin Condominium Ownership Act, the Declaration, the Articles of Incorporation, and these By-Laws. The Association, by resolution of the Board of Directors, shall have full power and authority to borrow money and acquire and convey property on behalf of the Association, provided that any single Association loan, acquisition, conveyance, or mortgage involving the sum of $10,000 or more, shall first be approved by the membership at an annual or special meeting called for such purpose. The Association may contract for management services with a managing agent with respect to the administration and operation of HUNTERS RUN CONDOMINIUM.

6.2 **RULES AND REGULATIONS.** The Association, through the Board of Directors, may from time to time adopt rules and regulations governing the operation, maintenance and use of the Units and the Common Elements by the Unit owners and occupants. Such rules and regulations of the Association shall not be inconsistent with the terms of the Declaration or the contracts, documents, and easements referred to in the Declaration, and shall be designed to prevent unreasonable interference with the use of the respective Units and the Common Elements by persons entitled thereto. The Association members, their lessees or guests, and any occupants of the Units, shall conform to and abide by all such rules and regulations. The Association through its Board of Directors shall designate such means of enforcement thereof as it deems necessary and appropriate. The rules and regulations may be adopted, altered, and amended or repealed by either the members of the Association or the Board of Directors, in each case by an affirmative vote of 67% or more of the votes present or represented at a meeting at which a quorum is in attendance, provided such action has been included in the notice of meeting, and provided that no rule or regulation adopted by the members shall be amended or repealed by the Board of Directors if the rule or regulation so adopted so provides.

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

the beginning of a fiscal year of the Association, the assessment for the prior year shall remain in effect until revised by the Board of Directors.

6.4 **OPERATING BUDGET.** The annual operating budget shall provide for three funds, one of which shall be designated the "operating fund" and one of which shall be designated the "reserve fund" and the third of which shall be designated the "working capital fund" and shall be established as set forth in Section 6.5 below. The operating fund shall be used for all common expenses which occur annually or more frequently, such as amounts required for the cost of maintenance and repair of the Common Elements, management services, water and sewer charges, insurance, administration, materials and supplies. The reserve fund shall be used for the replacement and repair of the Common Elements and Limited Common Elements, contingencies and periodic expenses such as painting, paving, roofing, or renovation. The Board of Directors may establish the reserve fund in an amount consistent with the remaining life of the individual components of HUNTERS RUN CONDOMINIUM. In the event the Association incurs extraordinary expenditures not originally included in the annual budget, then such sums as may be required in addition to the operating fund may be charged against the reserve fund up to a maximum of 10% of the reserve fund. In the event that such funds prove inadequate to meet the necessary common expenses, or at the discretion of the Board of Directors, the directors may levy further assessment(s) against the Unit owners.

The reserve fund may also be used to discharge mechanic's liens or other encumbrances levied against the entire property, or against each Unit, if resulting from action by the Association. The Unit owner or owners responsible for any lien which is paid by the Association but not the obligation of the Association shall be specially assessed for the full amount thereof. The directors may also use the reserve fund for the maintenance and repair of any Unit if such maintenance and repair, although the obligation of the Unit owner, is necessary to protect the Common Elements. The full amount of the cost of any such maintenance or repair shall be specially assessed to the Unit owner responsible therefor. Any charges against the reserve fund in accordance with the foregoing paragraphs which are not otherwise repaid to the fund shall be replenished by additional assessments against the Unit owners in subsequent years.

The annual budget shall be prepared and determined by December 1st of each calendar year. The Board of Directors shall advise all members of the Association in writing of the amount of common assessments payable on behalf of each Unit by the date of the annual membership meeting and shall furnish copies of the budget on which such common assessments are based to each member.

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

budget for the preceding two years and provided further, that if a budget and assessments have not been established and made for any two preceding years, then the budget and assessments may not be revised downward until two years of experience exist.

6.5 **WORKING CAPITAL FUND.** Declarant shall establish and maintain a working capital fund in an amount equal to at least two months of estimated monthly assessments for the Association. Each purchaser of a Unit from Declarant shall, at the time of conveyance, pay to the Association an amount equal to two (2) months installments of the regular assessment provided for in this Article, or such greater amount as designated by the Board. Amounts paid under this section shall be non-refundable, except that Declarant may reimburse itself as individual Units are sold, and shall not be considered advance payments of installments of regular assessments, but shall be maintained as working capital and kept in a segregated account. The working capital fund may not be used by Declarant to defray Declarant expenses, reserve contributions or construction costs, nor may Declarant apply any of the working capital fund against Association budget deficits occurring during the period of Declarant control. However, when unsold Units are sold, Declarant may reimburse itself for funds it paid to the Association for the unsold Unit's share of the working capital fund by using funds collected at the closing of the Unit sale. Upon the expiration of Declarant control, this fund, to the extent monies are remaining, shall be deposited in the reserve fund.

6.6 **COMMENCEMENT OF PAYMENTS.** The first installment of a regular assessment for each and every Unit shall be due and payable on the date of recordation of the first instrument of conveyance to a Unit, with subsequent installments due on the first day of each month thereafter. Such monthly payments of common expenses shall be in accordance with the proposed annual budget prepared by Declarant for the Association. Notwithstanding the foregoing, Declarant may pay only twenty-five percent (25%) of the installment otherwise due and payable on Declarant owned but unoccupied Units for the first sixty (60) days following the conveyance of the first Unit. Installments for partial months shall be prorated.

6.7 **DEFAULT AND LIENS.** All assessments, until paid, together with interest at the prime rate (as described in Section 6.3) plus three percent (3%) (but in no event greater than allowed under applicable law) and actual costs of collections, constitute a lien on the Units on which they are assessed and on the undivided interest in the Common Elements appurtenant thereto. If a member of the Association is in default in payment of any charges or assessments for a period of more than thirty (30) days, the Board of Directors, in the name of the Association, may file liens therefor and bring suit for and on behalf of the Association, as representative of all members, to enforce collection of such delinquencies or to foreclose the lien therefor, as provided by law, and there shall be added to the amount due the costs of collection and interest, together with attorney fees. Liens shall be signed and verified on behalf of the Association by any officer of the Association. The owners of a Unit against which a lien has been filed shall not be entitled to vote at Association meetings until the lien has been paid in full.

ARTICLE VII

REPAIRS AND MAINTENANCE

7.1 **INDIVIDUAL UNITS.** Each Unit owner, at his or her sole expense, shall be responsible for keeping the interior of his or her Unit and all of its equipment, fixtures and appurtenances in good order, condition and repair and in a clean and sanitary condition. Each Unit owner must perform properly or cause to be performed all maintenance and repair work within his or her own Unit which if omitted would affect the project in its entirety or in a portion belonging to other owners, and such owner shall be personally liable to the Association or to adjoining Unit owners, as the case may be, for any damages caused by his or her failure to do so. Without in any way limiting the foregoing, in addition to decorating and keeping the interior of the Unit in good repair, each Unit owner shall be responsible for the maintenance, repair or replacement of any doors and windows (including replacement of broken glass), patio doors, garage doors, screens and screening, lighting fixtures, refrigerators, ranges, heating and air-conditioning equipment (including appurtenant compressor and equipment), plumbing fixtures, dishwashers, disposals, laundry equipment such as washers and dryers, water heaters, water softeners, interior electrical wiring and fixtures, door bells, or other equipment which may be in, or connect with, the Unit or the Limited Common Elements appurtenant to the Unit. For purposes of uniformity of external appearance and quality, the Association may specify the type and quality of materials to be used in replacing, repairing, painting or maintaining external fixtures such as entry doors, garage doors, lighting fixtures and other items which may be determined from time to time by the Board of Directors of the Association.

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

- All routine painting, repairing, restoration, maintenance, and decorating of building exteriors, walls and roofs, including patios (excepting improvements by Unit owners), periodic painting of exterior doors and garage exteriors

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

- General repair, maintenance, repair or replacement of exterior fixtures including gutters, downspouts and exterior lighting fixtures and associated equipment

- Lawn care, including landscaping, fertilizing, watering, weed control, tree pruning, grass cutting, edging and trimming, as required

- Maintenance, repair or restoration of roads, walks, driveways and surface parking areas which are a part of HUNTERS RUN CONDOMINIUM or on easements for its benefit

- Snow and ice removal with regard to roads, walks, driveways and surface parking areas within HUNTERS RUN CONDOMINIUM or on easements for its benefit

7.3 **LIMITED COMMON ELEMENTS.** Each Unit owner, at his or her sole expense, shall be responsible for keeping the Limited Common Elements appurtenant to his or her Unit, as defined in the Declaration, in a good, clean, sanitary and attractive condition. No objects or structures, other than movable furniture or decorative pieces, shall be placed upon the Limited Common Elements without the prior written consent of the Board of Directors of the Association. Every Unit owner shall have the right to decorate the Limited Common Elements appurtenant to his or her Unit in a nonstructural manner provided that decorations which are visible to other Units or to the public shall have the prior written approval of the Board of Directors of the Association.

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

ARTICLE VIII

DUTIES AND OBLIGATIONS OF UNIT OWNERS

8.1 **RULES AND REGULATIONS.** The Units and the Common Elements and Limited Common Elements shall be occupied and used in accordance with the Declaration, the Articles of Incorporation, these By-Laws, and the rules and regulations adopted by the Association from time to time, including the following:

(a) **Use.** No Unit owner shall occupy or use his or her Unit or the Limited Common Elements appurtenant thereto, or permit the same or any part thereof to be occupied or used for any purpose other than as a private residence for the owner, the owner's family, or the owner's lessees or guests, except as hereinafter provided. No trade or business shall be conducted on HUNTERS RUN CONDOMINIUM or from any Unit, except that the owner of a Unit may use one or more rooms of a Unit as a "home office" so long as the owner continues to use the Unit as a private residence and except that the Declarant may use and occupy various Units as "model units" and sales offices as provided in the Declaration.

(b) **Occupancy.** Units in HUNTERS RUN CONDOMINIUM shall not be used or occupied by any person or group of persons for a period of less than 30 consecutive days, except with prior written approval of the Association. The intent of this provision is to prohibit business, transient or similar uses of the Units which would involve multiple occupancies by different persons or groups of persons.

(c) **Leases.** Owners of Units in HUNTERS RUN CONDOMINIUM (except for Declarant, who shall not be restricted in its ability to lease Units) may lease their Units only pursuant to the following terms and conditions:

- The lease must be in writing, signed by the owner and the tenant and upon a form approved by the Association, provided that such approval shall not be withheld or delayed and such approval shall be deemed granted in the event the Association fails to respond to the Unit owner within fourteen (14) days.

- The lease must specifically obligate the tenant to abide by the terms and conditions of the Declaration, these By-Laws, and all rules and regulations of the Association.

- Prior to the beginning of the lease term, the owner must give the Association notice of the name and permanent address of the tenant, and the term of the lease.

Any further restrictions on the leasing of Units shall be accomplished only by an amendment to the Declaration and not by an amendment to these Bylaws, by adopting a rule or regulation, or by any other Association action.

(d) **Parking, Vehicle Maintenance and Obstructions.** Each Unit in HUNTERS RUN CONDOMINIUM has, as a Limited Common Element appurtenant interest, one-half of an indoor parking garage. No parking of cars, trucks, trailers, boats, campers, recreational vehicles or other vehicles shall be allowed anywhere at any time in HUNTERS RUN CONDOMINIUM except that car and small truck parking is allowed inside of an indoor parking garage or upon the driveway Limited Common Element adjoining that Unit's appurtenant Limited Common Element garage area or within designated visitor parking areas which shall be under the control of the Association. No parking of non-operating automobiles or other vehicles will be permitted outside of an indoor parking garage. Overhead garage doors shall be maintained in a closed state except as necessary to permit ingress and egress. No person shall occupy, park or otherwise use a vehicle so as to block access. No vehicle maintenance or lubrication shall be permitted anywhere in HUNTERS RUN CONDOMINIUM, except washing of cars in driveways or maintenance performed within a garage. No playground equipment, bicycle racks or other obstructions may be placed on the Common Element areas except as the Association permits by rule or regulation. Declarant shall have the right to utilize the parking areas and to designate reserved parking spaces and overflow parking areas in connection with its sales efforts until the last Unit is transferred.

(e) **Animals and Poultry.** No animals, livestock or poultry of any kind shall be raised, bred, or kept in any Unit or in any of the Common Elements except that (i) a dog (not exceeding 100 pounds); (ii) a dog (not exceeding 100 pounds) and a domesticated cat; or (iii) up to a maximum of two domesticated cats may be kept as household pets by Unit owners, and except for small fish kept in a fish bowl or aquarium within a Unit, provided any such pets are not kept or maintained for commercial or breeding purposes, and are kept subject to rules and regulations which may be adopted by the Association regarding same. A pet shall not be allowed at large within the Common Element areas and all household pets shall always be leashed and within the immediate control of a person at

all times when outside of any building. All droppings must be picked up and disposed of by the person in control of a pet. Owners of pets shall take reasonable precautions and efforts to prevent their pets from being a nuisance or annoyance to other Unit owners or occupants.

(f) **Obstructions.** No person shall cause or permit the Common Element areas to be used as to deny any Unit owner or occupant the full use of the Common Element areas.

(g) **Increase of Insurance Rates.** Nothing shall be done or kept in any Unit or in any of the Common Elements which will increase the rate of insurance on the Common Elements, without the prior consent of the Association. No Unit owner shall permit anything to be done or kept in his or her Unit or in the Common Elements which will result in the cancellation of insurance on any Unit or any part of any of the Common Elements, or which would be in violation of any law or ordinance. No waste will be committed in the Common Elements.

(h) **Signs.** No sign of any kind shall be displayed to the public view on or from any Unit or the Common Elements, excepting reasonable signs in the window of a Unit showing the Unit "for sale" not larger than two (2) feet wide by two (2) feet in height without the prior written consent of the Association. Notwithstanding anything in the foregoing to the contrary, Declarant shall have the right to place posters, signs or advertising material on the Common Elements and at locations within Units which may be visible from the Common Elements without obtaining Association consent provided that the same are of a size as is usual and customary with developer sales of units in the area in which HUNTERS RUN CONDOMINIUM is located.

(i) **Garage Lights.** Each garage shall have an outdoor light illuminating the driveways adjoining the garage as a Common Element. Outdoor lights illuminating the driveways into each garage shall be maintained by the Association.

(j) **Flower Planting.** Each Unit owner shall have the right to plant flowers and other foliage in the Common Element areas surrounding such Unit, as long as such plantings are properly cared for and controlled as determined by the Association. In the event that any Unit owner chooses not to plant flowers or other foliage around a Unit, the Association shall be responsible for landscaping around such Unit. In the event any Unit owner ceases planting of the Common Element areas around a Unit, such Unit owner shall return such areas to the same condition as the Common Element areas maintained by the Association.

(k) **Noxious and Illegal Activity.** No noxious, offensive or illegal activity shall be carried on in any Units or in the Common Element areas, nor shall anything be done therein which may be or become an annoyance or nuisance to others.

(l) **Hanging of Items.** The hanging of garments, rugs or other items from patios, doors, windows, balconies and other facades of the Unit is prohibited, except for reasonable holiday decorations.

(m) **Alteration, Construction or Removal.** Nothing shall be altered or constructed in or removed from the Common Elements, except upon the written consent of the Association.

(n) **Installation of Items and Storage.** No awnings, canopies, shutters, enclosures, windows or doors, outside radio or television antennas, satellite dishes, fixed grills or any other exterior equipment or fixtures of any kind shall be installed unless first approved by the Association. All Units on the second level shall have carpeting in all areas except for kitchens and bathrooms and no other flooring types shall be installed in second level Units without the consent of the Association. All grills must be covered. Any grilling will strictly comply with the ordinances of the City of Oak Creek and any other applicable laws or ordinances. Common Elements and Limited Common Elements, including patios and balconies, shall not be used for storage of any kind, including, but not limited to, the storage of trailers, campers, camping trucks, boats or other marine craft, motorcycles, mopeds, snowmobiles, and motorized vehicles, baby carriages, bicycles or wagons.

(o) **Waste.** Unit owners shall keep their Units and Limited Common Elements appurtenant thereto clean and litter free. No garbage container shall be permitted to remain at the pickup site for more than twelve (12) hours after pickup. Accumulations of waste, litter, excess or unused building materials or trash other than in appropriate receptacles is prohibited, and garbage containers shall be situated only in locations designated by the Association. The Association reserves the right to require uniform waste receptacles throughout HUNTERS RUN CONDOMINIUM. Such right shall be exercised by written notice to the Unit owners who shall then be responsible for obtaining such uniform receptacles at the individual Unit owner's expense. Each Unit owner shall comply with present and future federal, state and local laws, ordinances, regulations and orders regarding collection, sorting, separating and recycling of waste products. Each Unit owner shall hold harmless and indemnify the Association and each other Unit owner for the indemnifying Unit owner's failure to observe this section.

(p) **Conflict.** The above rules and regulations, and those which may be hereafter adopted by the Association, are in addition to the Declaration, and the documents, contracts, declarations, and easements set forth in the Declaration, and in the event of a conflict, the Declaration and contracts, declarations, and easements set forth and referenced therein shall govern.

(q) **Enforcement.** The foregoing rules and regulations and other rules and regulations adopted by the Association shall be enforced by such means as the Association deems necessary and appropriate, including recourse to civil authorities, court action if necessary, and monetary fines of not less than $50 per violation to be charged and assessed by the Association uniformly against the owners of Units who violate or whose guests or Unit occupants violate such rules and regulations. Such fines shall be charged and assessed against the subject Unit and may be enforced and collected as an assessment for common expenses, including the foreclosure of a lien therefor.

8.2 **ASSOCIATION RULES.** The Association, acting through the Board of Directors, may approve and distribute to Unit owners additional rules and regulations, and amendments to such rules and regulations, approved and adopted by the Board of

Directors from time to time pursuant to Section 6.2 herein. The Board of Directors may adopt rules and regulations regarding the use of the swimming pool located on the Property and a part of the Common Elements. All such rules and regulations shall be in writing and shall be distributed to the Unit owners no less than 30 days prior to the effective date of such rules and regulations. Such rules and regulations may be altered, amended, or repealed pursuant to Section 6.2 herein. The rules and regulations contained in Section 8.1 of these By-Laws may be amended only as provided in Article X.

ARTICLE IX

GENERAL

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

9.2 **ADDRESS.** The mailing address of the Association shall be 8400 Lakeview Parkway, Suite 700, Pleasant Prairie, Wisconsin 53158, until such time as Declarant has sold all Units in the Condominium, at which time a new mailing address may be designated by the Association.

9.3 **SEAL.** The Corporation shall have no seal.

9.4 **ASSOCIATION RECORDS.** The Association shall have current copies of the Declaration, the Articles of Incorporation and these By-Laws of the Association, the Condominium Plat, any rules or regulations affecting **HUNTERS RUN CONDOMINIUM**, and the Association's books (including its board resolutions and meeting minutes), records and financial statements available for inspection and copying during normal business hours and upon reasonable notice by Unit owners or their authorized agents or by holders, insurers or guarantors of first mortgages secured by condominium Units in **HUNTERS RUN CONDOMINIUM**. Upon written request, the Association shall provide a written financial statement for the preceding fiscal year to any such holder, insurer or guarantor of a first mortgage secured by a Unit in **HUNTERS RUN CONDOMINIUM**. The Association shall make available to prospective purchasers current copies of the Declaration, By-Laws of the Association, any rules and regulations affecting **HUNTERS RUN CONDOMINIUM** and the most recent financial statement of the Association during normal business hours.

ARTICLE X

AMENDMENTS

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

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

ARTICLE XI

MISCELLANEOUS

11.1 **RECORD OF OWNERSHIP.** Every Unit owner shall promptly cause to be duly recorded or filed of record the deed, assignment or other conveyance to him or her of such Unit or other evidence of his or her title thereto, and shall file any lease with and present such other evidence of his or her title to the Board of Directors, and the Secretary shall maintain all such information in the Membership List of the Association.

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

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

11.4 **INDEMNIFICATION OF OFFICERS AND DIRECTORS.** The Corporation shall, to the fullest extent permitted or required by Sections 181.0871 to 181.0889, inclusive, of the Wisconsin Nonstock Corporation Law ("Statute"), including any amendments thereto (but in the case of any such amendment, only to the extent such amendment permits or requires the Corporation to provide broader indemnification rights than prior to such amendment), indemnify its Directors and Officers against any and all Liabilities, and advance any and all reasonable Expenses, incurred thereby in any Proceeding to which any Director or Officer is a Party because such Director or Officer is a Director or Officer of the Corporation. The Corporation may indemnify its employees and authorized agents, acting within the scope of their duties as such, to the same extent as Directors or Officers hereunder. The rights to indemnification granted hereunder shall not be deemed exclusive of any other rights to indemnification against Liabilities or the advancement of Expenses which such Director or Officer may be entitled under any written agreement, board resolution, vote of the Members, the Statute or otherwise. All capitalized terms used in this Section 11.4 and not otherwise defined herein shall have the meaning set forth in Section 181.0871 of the Statute.

The Corporation may, but shall not be required to, supplement the foregoing right to indemnification against Liabilities and advancement of Expenses under the foregoing paragraph by (a) the purchase of insurance on behalf of any one or more of such Directors or Officers whether or not the Corporation would be obligated to indemnify or advance Expenses to such Director or Officer under the foregoing paragraph, and (b) entering into individual or group indemnification agreements with any one or more of such Directors or Officers.

11.5 **SUBORDINATION.** These By-Laws are subordinate and subject to all provisions of the Declaration and any amendments thereto and the Condominium

Ownership Act under the laws of the State of Wisconsin, which shall control in case of any conflict. All terms herein (except where clearly repugnant to the context) shall have the same meanings as in the Declaration or said Condominium Ownership Act.

11.6 **INTERPRETATION.** In case any provision of these By-Laws shall be held invalid, such invalidity shall not render invalid any other provision hereof which can be given effect. Nothing in these By-Laws shall be deemed or construed to authorize the Association or Board of Directors to conduct or engage in any active business for profit on behalf of any or all of the Unit owners.

- End of By-Laws -

HUNTERS RUN CONDOMINIUM ASSOCIATION, LTD.

DISCLOSURE MATERIALS

SECTION D

ARTICLES OF INCORPORATION

ARTICLES OF INCORPORATION

OF

HUNTERS RUN CONDOMINIUM ASSOCIATION, LTD.
(A Non-Stock Corporation)

The undersigned, being a natural person over the age of eighteen (18) years and acting as incorporator of a non-stock corporation under the provisions of the Wisconsin Non-Stock Corporation Law, Chapter 181 of the Wisconsin Statutes, does hereby adopt the following as the Articles of Incorporation of such corporation:

ARTICLE I

Name

The name of the Corporation shall be HUNTERS RUN CONDOMINIUM ASSOCIATION, LTD. (the "Association").

ARTICLE II

Period of Existence

The period of existence of the Association shall be perpetual.

ARTICLE III

Purposes

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

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

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

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

ARTICLE IV

Powers

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

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

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

(c) To maintain, repair, replace, reconstruct, operate and protect the common elements and facilities and limited common elements as set forth in the Declaration;

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

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

(f) To purchase insurance on the condominium property and insurance for the benefit of the Association and its members as set forth in the Declaration;

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

(h) To enforce by legal means the provisions of the Condominium Ownership Act, the Declaration, the By-Laws, assessments and liens against the units, and any rules and regulations governing the use and operation of the condominium property;

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

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

ARTICLE V

Members

All owners of units in **HUNTERS RUN CONDOMINIUM** shall be entitled and required to be members of the Association, and membership shall be limited to such owners. Each member shall have one (1) vote in the Association for each Unit owned by the member. The respective rights, qualifications and obligations of membership shall be set forth in the By-Laws of the Association.

ARTICLE VI

Principal Office and Registered Agent

The location of the initial principal office of the Association shall be 8400 Lakeview Parkway, Suite 700, Pleasant Prairie, (Kenosha County) Wisconsin 53158, and the initial registered agent shall be Lawdock, Inc., 411 East Wisconsin Avenue, Suite 2040, Milwaukee, Wisconsin 53202-4497.

ARTICLE VII

Directors

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

The number of directors constituting the initial Board of Directors shall be three (3), and the names and addresses of the initial directors are:

David A. Nankin
8400 Lakeview Parkway, Suite 700
Pleasant Prairie, Wisconsin 53158

Rod S. Engel
8400 Lakeview Parkway, Suite 700
Pleasant Prairie, Wisconsin 53158

Scott A. Meitus
300 Oldfield Road
Madison, Wisconsin 53717

ARTICLE VIII

Officers

The principal officers of the Association shall be a President, a Vice President, a Secretary, and a Treasurer. The officers shall be elected, appointed or removed in the manner provided by the By-Laws, and shall have and exercise the powers and duties assigned in the By-Laws.

ARTICLE IX

Incorporator

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

Scott L. Langlois
Quarles & Brady LLP
411 East Wisconsin Avenue
Milwaukee, Wisconsin 53202

ARTICLE X

Stock, Dividends, Dissolution

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

In the event of dissolution of the Association, and the removal of **HUNTERS RUN CONDOMINIUM** from the provisions of the Wisconsin Condominium Ownership Act, all of the Association's assets, after payment of its liabilities and obligations, shall be distributed to the members of the Association in accordance with their undivided percentage interest in the common elements of the condominium.

ARTICLE XI

Amendment

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

IN WITNESS WHEREOF, the undersigned has executed these Articles in duplicate this _____ day of _____, 2003.

_____
Scott L. Langlois

STATE OF WISCONSIN)
) SS.
MILWAUKEE COUNTY)

On this _____ day of _____, 2003, personally appeared before me the above named SCOTT L. LANGLOIS, known to me to be the person whose name is subscribed to the foregoing Articles of Incorporation, and he acknowledged that he executed the same for the purposes therein contained.

_____
Notary Public, Milwaukee
County, Wisconsin
My Commission:_____

This instrument was drafted by:

Scott L. Langlois, Esq.
Quarles & Brady LLP
Attorneys at Law
411 East Wisconsin Avenue
Milwaukee, Wisconsin 53202-4497

HUNTERS RUN CONDOMINIUM ASSOCIATION, LTD.

DISCLOSURE MATERIALS

SECTION E

MANAGEMENT CONTRACT

MANAGEMENT AGREEMENT

On January 5th, 2023, Hunter's Run Condominium Association (the "Association"), located at 769 W. Puetz Road Oak Creek, Wisconsin and Hunt Management Incorporated ("Agent"), located at 10520 N. Baehr Road, Suite Q, Mequon, Wisconsin 53092, hereby enter into this Management Agreement (the "Agreement"), under which the Association hereby appoints Hunt Management Incorporated as its sole and exclusive managing agent. Agent shall perform the following services in the name of and on behalf of the Association, and the Association hereby gives Agent the authority and power required to perform these services.

1. TERM. This Agreement shall be effective as of February 1, 2023, and is for an eleven (11) month term (the "**Initial Term**"). Upon expiration of the Initial Term, this Agreement shall automatically renew for successive twelve (12) month periods (the "**Renewal Term**"), unless either party gives written notice not more than one hundred eighty (180) days and not less than ninety (90) days prior to the expiration of the then current term of the Agreement of its intention not to renew the Agreement. The Management Fee, as defined below, shall increase on JANUARY 1, 2024 TO $1,500.00 PER MONTH AND THEN ON the first day of each successive Renewal Term by a minimum of 3.00%, or by such amount as approved by the Board of Directors.

2. COMPENSATION. The compensation to which Agent shall be entitled shall consist of the following:

(a) **Recurring Routine Services.** For Recurring Routine Services, Agent shall be compensated according to the following schedule (the "**Management Fee**"), the current Management Fee being due and payable monthly in advance. Such compensation covers the overhead expenses of Agent, including salaries of Agent's employees (excluding the compensation for reimbursable On-Site Personnel specifically provided for in Section 9); local travel expenses to and from the Property, as defined in Section 4; fees for basic services (other than those identified in Exhibit A), which shall include financial management, as defined in Section 6; and general administration and day-to-day physical systems management. The Association shall also reimburse Agent for all other travel expenses incurred for conducting business on behalf of the Association at the then-current per-mile rate established by the IRS.

AGREEMENT PERIOD	MANAGEMENT FEE
February 1, 2023 – December 31, 2023	$1,250.00 per month
Onboarding Fee: $ 500.00	Board Meetings: $100.00 per hour
Current Unit Count: 48	Inspections: $100.00 per hour

(b) **Periodic Routine Services.** Agent shall perform certain periodic, routine services, including but not limited to mailings, photocopying, sending of registered notices to owner members of the Association (the "**Owners**"), and other items according to the fees set forth in Exhibit A. Changes in fees for Periodic Routine Services will become effective January 1st of each year.

(c) **Non-Routine Services.** Agent shall maintain availability for services related to certain non-routine activities, which shall be performed with the prior or implied authorization of the Association's Board of Directors (the "**Board**"). Non-Routine Services may include, but are not limited to, the following: research, court appearances, depositions, subpoenas, discovery, consultation with attorneys related to the Association's role as plaintiff, defendant, co defendant or witness in any action (including court appearances, depositions, and witness testimony), preparation and development of special reports, collation and/or dissemination of records and compilation of information requested by the Board, the Association's attorney, or others, insurance claim administration, and administration and enforcement of rules or other obligations of the Association or its membership.

Charges for services performed under this Section shall be at (i) rates mutually agreed upon by Agent and the Association at the time work is authorized, or (ii) hourly rates stipulated in Exhibit A then in effect. Fees for Non-Routine Services shall be recorded by Agent in an itemized form and billed on a monthly basis. Invoices shall be due and payable within ten (10) days of billing. The Association must identify any billing errors or request any adjustment to any paid bill for Non-Routine Services within thirty (30) days of receipt; otherwise, all bills shall be deemed correct and any rights to adjustments waived. Outstanding obligations to Agent fifteen (15) or more days beyond the due date will

incur a monthly charge of 1.50% of the total outstanding amount due Agent, to be calculated on the first day of each month.

3. ADMINISTRATION OF SERVICES. Agent will provide the Association with efficient business and financial administration, supervision and/or oversight as required within the Agreement, and advisory services that are consistent within the best interests of the Association and standard industry portfolio management practice. Agent will use its best efforts to systematically respond to the requirements necessary to administer the Association and meet the obligations contained herein. Agent will establish its own internal methods and processes, and the Association agrees that it will not unreasonably interfere with Agent's discharge of its duties. When regarded as necessary in its professional opinion, Agent is authorized to consult with the Association's legal counsel concerning the operation of the Association. Agent does not have the authority to provide and shall not be responsible for providing legal advice to the Association regarding the interpretation or application of law.

Agent shall administer the Association's affairs in accordance with the provisions of policies adopted by the Board and this Agreement, except any changes by the Board that may have a material effect on the workload of Agent or its schedule shall have the concurrence of Agent's President in writing. The Association acknowledges that, at its sole discretion, Agent may enhance its business practice by changing its business procedures from time to time. Such changes, however, will not materially change the service or level of service provided within the scope of this Agreement and shall not result in additional charges to the Association unless approved by the Board or unless such charges are the direct result of measures required to maintain the security of the Association's funds or data, in which case Agent shall immediately advise the Board.

In addition, Agent may engage in agreements with third parties to help subsidize, reduce, or eliminate costs normally incurred by the Association. These activities shall not be considered to be a conflict of interest or otherwise obligate Agent to take any action except as it may agree to with a third party or any Owner.

Agent may utilize an online portal to ensure that third-party vendors engaged on behalf of the Association comply with Agent's minimum standards of professionalism ("**Associa Vendor Access**"). Associa Vendor Access enables third-party vendors to self-manage their business information, including but not limited to W-9's and insurance certificates. Associa Vendor Access allows the Association to have access to a searchable vendor database and improved payment processing efficiency by allowing for direct upload of invoices into Agent's payment system, with the ability to monitor the payment status of all invoices. The Association acknowledges and agrees that all third-party vendors engaged to perform services or provide goods to the Association shall enroll through Associa Vendor Access.

4. CONTRACT DOCUMENTS. Upon commencement of this Agreement, the Association shall provide Agent with:

(a) Specifications for the general and limited common elements (in the case of a condominium association) or common areas (in the case of a homeowners association) and its improvements (the "**Property**");

(b) Copies of all guarantees and warranties in effect;

(c) Copies of the recorded Articles of Incorporation, the Declaration of Covenants, Conditions and Restrictions and the Bylaws of the Association, as amended (collectively, the "**Founding Documents**");

(d) Copies of resolutions, policy statements, and rules and regulations in effect that have been adopted by the Board on behalf of the Association, including all properly executed modifications, amendments, changes, or supplements thereto issued subsequent to the execution of the Agreement (collectively, with the Founding Documents, the "**Governing Documents**"); and

(e) Copies of opening balances, Owner records, books of resolutions, financial reports, and Association state and federal tax returns.

The information and records provided to Agent by any source designated by the Board during the transition to Agent are deemed to be accurate and correct.

5. LIAISON WITH THE BOARD. The Board shall appoint a designated Director of the Board to communicate with Agent on any matter relating to the Association (the "**Liaison**"). If no Director is specifically named, the Board President shall serve as the Liaison. Notwithstanding the appointment of one or more Liaisons, Agent shall communicate with the Directors, Officers, and Committee Chairmen of the Association in the exercise of their mutual and respective responsibilities.

6. FINANCIAL MANAGEMENT. Agent shall assist and/or advise the Board in all matters relating to Association income of any source and expenditures of any nature, including but not limited to the following duties:

(a) **Collections.** Agent shall use its best efforts to collect all general and special assessments as they become due and payable from all Owners as identified on the rolls initially provided Agent by the Association, and as such are changed from time to time by written notification to Agent of changes in individual ownership, and monies

due from sources which are obligated to or for the benefit of the Association. Agent is not liable for ownership changes or charges to units or homes for which Agent has not been notified. The Board authorizes Agent to request, demand, collect, receive, and issue a receipt for charges, assessments, or rents due the Association which may at any time become due by way of legal process or otherwise as may be required for the collection of delinquent assessments from the Owners, except that any refunds that may be due the Association from the IRS shall be monitored and collected by the Association's independent auditor/accountant, and all communications with the IRS will be through the Association's independent auditor/accountant. All expenses related to the collection of delinquent accounts shall be an expense of the Association.

(b) **Deposits.** The Association agrees that for uniform processing and cost efficiencies, Agent will determine the receiving post office, lockbox, and financial institution(s) into which the Association's operating funds are deposited and maintained. All of the Association's account(s) will be established and maintained in a manner to indicate Agent's custodial nature thereof. The financial institution or institutions selected by Agent shall be insured by the federal government; the account or accounts shall be in the Association's name and federal tax identification number; and the Association's funds shall not be commingled with funds of any other party. Association acknowledges that in an effort to reduce or eliminate Association banking costs, Agent has established financial institution partnerships where the Association may maintain such monetary accounts; recognizing that this may cause Agent to incur additional account maintenance costs (i.e. deposit processing, transaction reconciliations, exception processing, software integrations, etc.), these partnering financial institutions may provide Agent with cost remuneration.

(c) **Disbursements.** Agent shall cause disbursements to be made regularly and punctually. Agent shall establish and monitor its internal procedures with regard to purchase order processes, data input, schedules, and generation and disbursement of payable checks. The Association agrees that Agent may pay the Association's obligations via electronic payment methods including ePay. The Association agrees to conform to the schedules established by Agent to ensure timely payment of the Association's obligations and effect an audit trail. Agent is authorized to effect automatic payments, which will require no further action by the Board, for disbursements consisting of: (i) any taxes payable; (ii) insurance premiums; (iii) Agent's monthly compensation for services and expenses; (iv) reimbursable payroll and benefits; (v) utilities; (vi) emergencies constituting a threat to health or safety; and (vii) other expenses that, left unpaid, could adversely impact Agent's reputation or creditworthiness.

(d) **Financial Reports.** Agent shall maintain a record of all income and expenses, assets, and liabilities with a monthly financial statement consisting of a balance sheet, profit and loss statement, and general ledger reflecting actual versus budgeted activity on a cumulative basis from the commencement of the fiscal year until the date of the report to the Board. Agent shall not be obligated to prepare a tax return but may do so at an additional expense if requested. Agent will reconcile the Association's operating accounts on a monthly basis and will timely reconcile Association's investment accounts for which the financial institution does not issue monthly statements, upon Agent's receipt of such statements.

(e) **Investments.** If directed by the Association, Agent will purchase negotiable instruments, certificates of deposit, treasury bills, and other such investments at the rates established in Exhibit A. Any investment service fees will be at the expense of the Association. Agent is not a professional financial advisor and makes no representation to this effect, and Agent does not purport to substitute for the services of such. All risks associated with the decision to buy such financial products shall be borne by the Association.

(f) **Annual Budget and Variances.** No less than thirty (30) days before the end of the fiscal year, Agent shall submit to the Board's Treasurer a baseline budget for the ensuing fiscal year. The current fiscal year operating budget adopted by the Board shall serve as the supporting document for the schedule of assessments of the Owners for the new fiscal year. The budget shall constitute the major control under which Agent shall operate, and there shall be no substantial deviations therefrom, excluding such expenses as utilities, taxes, fuel, license fees, insurance and other expenses not within the control of Agent, except as may be approved by the Board. Agent shall prepare a baseline budget and a final fiscal year operating budget at no additional charge. Agent shall not be responsible for variances between the budget and actual income or expenditures since the budget is an estimate to be used only as a guide and management tool. It is understood by Agent and the Association that the Association has final approval and is responsible for any omissions or revisions to its budget.

The annual budget adopted by the Board, as well as this Agreement, shall be the conclusive authorization for Agent to cause routine maintenance of the Property to be performed. Agent shall advise the Board in appropriate detail of all such maintenance in the next monthly management report and as reflected in the monthly financial statement.

7. GENERAL ADMINISTRATION. Agent shall establish internal procedures to systematically respond to service requests from the Board, Committees, and Owners, consistent with the obligations contained herein. Agent shall assist the Board in the following administrative matters:

(a) **Files and Rosters.** Agent shall maintain records and files of information relative to the administration of the Association and will update the files as circumstances warrant, excluding routine e-mail. Electronic communications such as e-mail or voicemail will not be considered official records of the Association. Such files shall include a roster of known absentee Owners and other data necessary to properly administer the Association's affairs, to the extent that such data has been provided to Agent by the Association, closing attorneys, mortgagees, and others at the point of transfer. Should individual Owners or others not willingly cooperate with the Association or Agent in providing information necessary to maintain up-to-date records, any research cost, including internet searches, to accomplish same shall be an additional Association expense. All office records, books, and accounts maintained either at the Association's offices or in Agent's offices shall be made available for inspection, pursuant to any state regulations, by any and all Owners or their authorized representatives or contract purchasers upon reasonable notice, during regular business hours.

(b) **Meeting Administration and Attendance.** Agent shall supervise the organization of all general membership meetings and, in particular, the Annual Meeting of the Association. Agent shall NOT record the minutes of any meeting ~~if requested by the Board of Directors.~~ Agent shall attend up to four (12) Board meetings and all membership meetings annually, AS REQUESTED. Unless otherwise agreed in advance, ~~evening~~ meetings will be conducted Monday through Thursday. AGENT SHALL CHARGE ASSOCIATION FOR ALL MEETINGS AND SITE VISITS ~~Any meeting which exceeds ONE (1) HOUR two (2) hours in duration is subject to extra charges~~ in accordance with the rates in Exhibit A.

(c) **Expenditure Commitment Limits.** Except as otherwise provided in this Agreement, the expenses incurred by Agent for benefit of the Association shall not exceed the sum of $1,500 for any one item of repair or replacement, unless specifically authorized by the Board or its Liaison or provided for in the approved budget of the Association, provided that emergency repairs that involve manifest danger to life or property, are immediately necessary for the preservation and safety of the Property or Owners and their guests, or are required to avoid the suspension of any necessary services to the Association, may be made by Agent irrespective of the cost limitation imposed by this Section.

(d) **Insurance Administration.** Agent shall assist the Board and its qualified insurance broker, which Agent may designate at its discretion on behalf of the Association, in meeting the Board's obligation to acquire and maintain all forms of insurance required by the Governing Documents and as dictated by prudent business practice. The Association agrees that its qualified insurance broker is responsible for ensuring the placement of the full scope of insurance necessary for the Association's protection and as required by the Association's Governing Documents.

Agent shall diligently process all claims for which the Association is responsible. Should Agent perform the tasks of a general contractor, including, but not limited to, acting as the supervisor for construction or reconstruction activities for the Association, or should Agent act as administrator, investigator, supervisor, coordinator, processor, or follow-up for insurance losses or any other insurance claim matters on the Association's behalf, Agent shall be compensated at additional hourly rates for such services as outlined in Exhibit A or at a rate of twenty percent (20%) of the loss, whichever is greater. The compensation for this administration shall be included as part of the claim.

(e) **Required Filings and Reports by Agent.** Agent shall prepare for execution and filing by the Association:

(i) All forms, reports, and returns required by law in connection with unemployment insurance, disability benefits, Social Security, and other similar taxes now in effect or hereafter imposed, if any (but specifically excluding any income tax returns);

(ii) Resale certificates, as may be required by applicable law, following receipt of a written/electronic request together with the required fee plus postage and inspection for such;

(iii) Mortgage lender letters as may be required by mortgage firms, following receipt of a written/electronic request together with the required fee for such from the mortgage company or other responsible party; and

(iv) Other information, upon written/electronic request, associated with the sale, leasing, or financing of units/homes, as available and when requisite fees are paid.

(f) **Computer Programs.** If Agent provides the computer program SenEarthCo and CINC or similar software for which Agent holds a license(s), implemented on-site and connected to Agent's computer network,

such program shall remain the exclusive property of Agent at all times, and the Association will not take actions or introduce software or other features which may be deemed by Agent to jeopardize any part of Agent's computer network. The Association will confer with Agent before instituting any changes to the Association's network. The Association will not make changes that may cause Agent's software to be inoperable on the site or violate the security of the system or data, or cause Agent to incur additional expense to protect Agent's network, or may interfere with Agent's software requirements necessary to meet the requirements contained in this Agreement. If Agent's employees are required to respond to software or hardware issues at the Association's site that are found to be unrelated to the reliable functioning of Agent's software, an hourly charge in accordance with Exhibit A will be incurred.

(g) **Information Processing.** Agent shall work directly with parties associated with resale processing, lender questionnaires, and other resale related services. Agent may charge such parties a fee for its work related thereto, and such fees will be the direct income of Agent. The Association shall have no right to such fees.

(h) **Administration of Rules.** Agent, in accordance with Board-adopted policies and Exhibit A, shall inform Owners and other residents who may be in violation of the Governing Documents and shall take such actions to attempt to cure such violations as are consistent with Board policy.

(i) **Emergency Services Program.** Agent shall establish and maintain a twenty-four (24) hour, seven (7) days a week, emergency system for communications with Owners. Emergencies include, but are not limited to, no heat, hot water or air-conditioning, electrical failure, suspected gas leaks, fire, broken water pipe or major leak, sewer back-up, property damage (i.e. storm damage, vandalism, etc.) or personal injury. Residents calling the emergency on-call service will be required to provide the Association's name, their name, and a telephone number at which they can be reached. After-hour responses to non-emergencies will be billed in accordance with Exhibit A.

8. PHYSICAL SYSTEMS MANAGEMENT. Agent shall assist the Board and/or the Association's employees and contractors in matters related to the maintenance of the Property.

Agent has no authority or responsibility for maintenance of or repairs to individual dwelling units. Such maintenance and repairs shall be the sole responsibility of the Owners. Each Owner may contract with Agent or Agent's affiliates on an individual basis for the provision of certain maintenance and other related services which will be paid for in accordance with the agreement between Agent and the Owner.

On behalf of the Association, Agent shall secure contracts for the maintenance and physical plant operation of the Property, typically through a competitive bidding process, for Board approval. Agent shall oversee these contracts to ensure the cleanliness and working conditions of all common building areas and equipment, including, as applicable, central systems, light fixtures, fire extinguishers, entry doors, common facilities and areas, etc. Agent shall make periodic inspections of all ground areas and landscaping improvements to determine whether such are receiving adequate care and maintenance. In accordance with the Association's annual budget, Agent may take reasonable steps on the Association's behalf to cure any routine deficiencies noted. Deficiencies of a serious nature will be brought to the attention of the Board.

Notwithstanding anything to the contrary contained herein or elsewhere in this Agreement, Agent shall not perform, nor be expected to perform, the services that normally would be performed by a construction manager and/or an engineer on construction projects undertaken, or to be undertaken, by the Association.

9. PERSONNEL. Agent and the Association agree that:

(a) **On-Site Personnel.** On the basis of annual operating budgets, job standards, wage rates, and/or a plan of operation previously approved by the Board or its Liaison, Agent may directly hire, pay, train, supervise, investigate, and discharge the on-site employees who are necessary to properly maintain and operate the Association (the "**On-Site Personnel**"). With respect to costs and liability, such On-Site Personnel, though employees of Agent, shall be the financial responsibility of the Association, unless specifically provided otherwise herein. The Association shall reimburse Agent for all of Agent's On-Site Personnel assigned to the Association; such reimbursement shall include salaries, taxes, payroll, benefits, workers' compensation, and Agent's administration costs. Any non-exempt employee working in excess of forty (40) hours per week will be paid at time and one-half. The Association authorizes the regular funding of employee expenses by electronic means prior to issuance of payroll in accordance with Agent's payroll and benefits schedules. There shall be no replacement personnel required during routine periods of vacation or sick leave; and

(b) **Association Employees.** In situations where the Association has its own employees (the "**Association Employees**"), the Association grants Agent the authority to exercise discretion in hiring, paying, training, supervising, investigating, and discharging the Association Employees; Agent agrees that it will act within the

Association's policies and guidelines when exercising this discretion on behalf of the Association. The Association shall bear any and all costs and liability with respect to the Association Employees, and all expenses associated with the Association Employees shall be paid from the funds of the Association under the Association's payroll tax identification number.

The Association recognizes that Agent is legally obligated to take reasonable measures to protect its employees from harassment. On rare occasions, those measures may include limiting communications with an Owner or member of the Board of Directors who has displayed abusive behavior, including verbal abuse, toward Agent's employee(s). The Association understands Agent's duty to address such harassment and acknowledges that Agent may limit its employees' communications, telephonic or otherwise, with any individual at Agent's sole discretion. If feasible in such a situation, the Association furthermore agrees to take reasonable measures to assist Agent in precluding recurrence of abusive or harassing behavior.

10. AGENT'S EMPLOYEES. Agent spends significant amounts of time and money to hire and train its employees, subcontractors, partners, officers, and co-owners (collectively, "**Partners**"), and those Partners of its affiliates, for the operation of this and other associations. The Association derives and benefits from Agent's experience in managing and its hiring and training procedures.

Therefore, if, during the Placement Fee Period, defined below, the Association hires, retains, or contracts, in any capacity, with a past or present Partner who worked directly or indirectly with the Association during the term of this Agreement, then the Association agrees to pay a Placement Fee, which shall be equal to the greater of (i) one (1) year of the Management Fee or (ii) six (6) months of the Partner's compensation from Agent. Both parties agree that the Placement Fee is a reasonable sum due to the extensive training and tradecrafts that Agent provides, as well as expectation of the continued income and allotment of resource.

For purposes of this provision, the Placement Fee Period shall be defined as the Initial Term of this Agreement, any and all subsequent Renewal Terms, and eighteen (18) months immediately following the earlier of (i) the termination of this Agreement for any reason, or (ii) the termination of the Partner's relationship with Agent and its affiliates. In no event shall the Association be obligated to pay the Placement Fee if it hires retains, or contracts with a party who was not a Partner of Agent or its affiliates during the eighteen (18) month period immediately preceding the termination of this Agreement.

11. CONTRACT SUPPLIES AND SERVICES PROCUREMENT. In matters of a routine recurring nature, Agent shall develop and maintain procurement procedures, including the creation of specifications for bids and procurement activities. Such matters may include routine cleaning, painting, decorating, plastering, and other such normal maintenance and repair work as may be necessary, subject to any changes imposed by the Board. Specifications for major capital repairs and replacements, capital improvements, or other work requiring technical assistance by other professionals shall be developed at the Association's expense. The exercise of any obligations and authority under the provisions of this Section shall be in the name of the Association.

12. ANNUAL AUDIT. The Association will have an annual audit performed at its own cost annually. Agent shall cooperate fully with the independent certified public accountant in the conduct of the annual audit, including making all records, books, and accounts available for their inspection and review, and shall do such at no additional expense to the Association provided the audit is completed within ninety (90) days following the close of the fiscal year being audited. Audits will be conducted in Agent's principal office, and auditors will coordinate with Agent for scheduling purposes. The Association acknowledges that Agent cannot be responsible for any discrepancy of records that have been removed from Agent's office by the Association or its representatives prior to the conclusion of any audit.

13. INDEMNIFICATION. The Association, at its sole cost, agrees to indemnify, defend, and hold harmless Agent and its affiliates, and their respective shareholders, members, directors, managers, officers, employees, agents, attorneys, representatives, and assigns (individually and collectively, the "**Agent Indemnitee**") from and against any and all losses, damages, judgments, rulings or settlements, and all reasonable costs, expenses and attorneys' fees (collectively, "**Damages**"), incurred by any Agent Indemnitee related to or arising out of any and all claims or legal, administrative, or regulatory actions and proceedings and subpoenas asserted or brought against such Agent Indemnitee in connection with (a) the performance of the obligations or responsibilities of Agent under the terms of this Agreement, (b) any action taken by any Agent Indemnitee pursuant to the express or implied direction of the Association, or any act or omission taken by any Agent Indemnitee reasonably and in good faith for a purpose that was reasonably believed to be in the best interests of the Association, and (c) the operation, maintenance, physical condition, or ownership of the Property, or any alleged acts, omissions, or incidents occurring during or related to the management by Agent under this Agreement; provided, however, that the foregoing indemnification shall not extend, with respect to any Agent Indemnitee, to any Damages that are caused by such Agent Indemnitee's criminal acts, willful misconduct, gross negligence, or material breach of this Agreement by Agent. The Association's obligation to defend, indemnify, and hold harmless any Agent Indemnitee is subject to the condition that as to any particular event: (x) the

Agent Indemnitee shall notify the Association in writing as soon as practicable after notice of any such claim is received, and (y) no Agent Indemnitee shall take any steps which could prejudice the defense thereof or otherwise prevent the Association from fully conducting such defense. In the event a claim is made or an action or proceeding is brought against an Agent Indemnitee but not the Association, or legal ethical requirements would require separate counsel for an Agent Indemnitee to adequately protect its interests, the choice of such counsel shall be made by Agent, subject to the prior approval of the Association, which approval shall not be unreasonably withheld. The Association shall promptly pay the costs of such counsel. The provisions of this Section shall survive the termination of this Agreement.

14. INSURANCE. The Association will, at its sole cost and expense, maintain in full force and effect the following insurance coverages:

(a) Comprehensive general liability coverage with limits of no less than $1,000,000, and $2,000,000 in the aggregate;

(b) Umbrella or excess liability insurance with limits of no less than $5,000,000 per occurrence and in the aggregate;

(c) Directors and officers insurance with limits of no less than $1,000,000 per occurrence and in the aggregate;

(d) Fire and extended coverage for all Association Property; and

(e) Coverage for all claims related to the employment of employees, whether those of Agent or the Association.

The Association shall name Agent as an additional named insured on the Association's policies of comprehensive general liability, umbrella or excess liability, directors and officers, and employment-related insurance, and said insurance policies will cover Agent for any and all claims and losses indemnified by the Association pursuant to this Agreement. The Association shall provide Agent with insurance certificates identifying Agent as additional named insured showing the amount of coverage to be furnished to Agent.

The Association's general liability insurance coverage and umbrella or excess liability coverage shall be the primary insurance with respect to Agent and its officers, directors, and employees. Any insurance or self-insurance maintained by Agent shall be in excess of, and not contributing with, the Association's insurance.

If the Association fails to maintain insurance coverages as specified above, Agent, at its discretion and upon written notice to the Board, will be released form this Agreement, and the Association will pay Agent an early termination payment equal to three (3) months of the Management Fee.

15. TERMINATION. This Agreement may be terminated by:

(a) Written notice of an intent not to renew not more than one hundred eighty (180) days and not less than ninety (90) days prior to the expiration of the then current term of the Agreement;

(b) Mutual written consent of Agent and the Association;

(c) Delivery of written notice to the other party (the "**Defaulting Party**") in the event that the Defaulting Party has breached this Agreement, and the Defaulting Party's failure to cure or make diligent efforts to cure, within thirty (30) days after delivery to the Defaulting Party of such notice; or

(d) Written notice from Agent to the Association in the event that there are insufficient operating funds to continue the operation of the Association, and continuation of such deficiency for a period of ten (10) days after such notice.

Any termination of this Agreement for any reason shall be effective on the last day of the month. Except for termination pursuant to Section 15(b) or termination pursuant to Section 15(c) where Agent is the Defaulting Party, the Association shall be responsible for all Management Fees and fees for Periodic Routine Services and Non-Routine Services through the end of the Initial Term or Renewal Term. All such fees shall be paid no later than five (5) business days prior to the termination date. Agent, in its sole discretion, shall have the right to suspend services under the terms of this Agreement after thirty (30) days of non-payment by the Association until such time as payment is received in full by Agent.

16. TRANSITION. After receipt of a Notice of Termination, or sixty (60) days prior to the expiration of the Agreement should either party elect not to renew the Agreement, and except as otherwise mutually agreed by Agent and the Association, Agent shall:

(a) Begin the process of transition to the party identified and authorized by the Board;

(b) Be entitled to reimbursement of costs relating to turnover of records, such as expenses for file folders, boxes, labels, etc., necessary to transition the records in an orderly manner;

(c) Unless otherwise instructed in writing, pay all invoices for which the Association is responsible which have been received by Agent as of the date of the last routinely scheduled disbursement prior to the last day

of the term of the Agreement, except for any invoices in dispute. Agent shall not be responsible in any manner for sums due others by the Association. With respect to any invoices or outstanding sums due Agent which are in dispute, a separate escrow account equal to the amount of such invoices or outstanding sums may be established by Agent from the Association's funds in order to secure payment. As to any other invoices in dispute by the Association, the Association agrees to retain ultimate responsibility to the provider of such services or goods represented by such invoice. Additionally, the Association shall bear the costs of any legal action between itself and the vendor, should such occur, and the Association shall hold harmless and defend Agent from any such obligations. Upon discharge of all obligations as herein cited, any remainder in the escrow account shall become the property of the Association; and

(d) Arrange, at the Association's expense, for the Association's accountant to conduct a transition audit immediately following the last day of the term of the Agreement. Agent agrees to assist the auditor at no additional expense to the Association, provided the audit is initiated within thirty (30) calendar days and concluded within sixty (60) calendar days of the term of the Agreement. Thereafter, Agent shall be entitled to compensation at the hourly rates stipulated in Exhibit A for such time as the auditor requires of Agent. Audits will be conducted in Agent's principal office, and auditors will coordinate with Agent for scheduling purposes. Agent shall be provided with a full copy of the final audit provided to the Association.

(e) Submit to the Association copies of any outstanding invoices due and owed by the Association to Agent. Agent then is authorized to effect automatic withdrawal of an amount equivalent to one (1) month's Management Fee, which will require no further action by the Board, from the Association's financial account to be held in escrow for disbursement against any of the aforesaid outstanding invoices. Once all outstanding invoices due and owed by the Association to Agent are paid in full, any outstanding balance of funds held in escrow shall be returned to the Association.

17. DIGITAL PRODUCTS.

(a) Within a reasonable period after the execution of this Agreement, Agent will cause an interactive digital product (the "**Digital Product**") to be made available to the Association that will contain information specifically related to the Association. Access to most areas of the Digital Product will be password protected, for the free and exclusive use of the Association's residents who register for this service through the Digital Product. The Digital Product will be operated and maintained by Agent or its service providers and available by hyperlink from Agent's website. The Digital Product will provide various communication tools, which may include directories, calendars, surveys, and forums. All data submitted to the Digital Product by the Association residents and all content contributed by the Association shall be the property of the Association and are hereby licensed to Agent for use in operating and maintaining the Digital Product and related services. The Digital Product and all computer programs and code used in the operation of the Digital Product, as well as all intellectual property rights therein, shall be the sole and exclusive property of Agent. Revenue generated from the Digital Product through Association-solicited advertising will be the sole property of the Association. All other revenue shall be the sole property of Agent. Associa sponsored programs, including but not limited to Associa Advantage, and Associa Supports Kids, are not Association-solicited advertisements as contemplated by the revenue sharing language above.

(b) The Digital Product may contain links to other websites. Use of these websites is at the user's own risk. Agent is not responsible for and does not endorse the content, products, or services of any third party websites and does not make any representations regarding their quality, content, or accuracy. Agent is not liable for the materials, information, and opinions provided on, or available through, the Digital Product (the "**Site Content**"). Reliance on the Site Content is solely at the user's own risk. Agent disclaims any liability for injury or damages resulting from the use of any Site Content. The Digital Product, the Site Content, and the products and services provided on or available through the Digital Product are provided on an "AS IS" and "AS AVAILABLE" basis. Agent makes no warranty or representation with respect to the quality, accuracy, or availability of the Digital Product and disclaims all warranties of any kind, express or implied, including any warranties of merchantability, fitness for a particular purpose, or non-infringement. In no event will Agent or its licensors or contractors be liable for any damages of any kind, under any legal theory, arising out of or in connection with the use of, or anyone's inability to use, the Digital Product, the Site Content, or any services provided on or through the Digital Product or any linked site, including any direct, indirect, incidental, special, consequential, or punitive damages.

(c) Cancellation of the Digital Product requires thirty (30) days' written notice by the Association. In the event of the cancellation of the Digital Product, Agent will cause the Digital Product to be shut down. If the Association had a domain name managed by Agent, Agent will transfer the domain name to a designated Association contact at no fee.

(d) Exhibit A sets forth the fees that shall be paid by the Association for the Digital Product.

18. STATUS OF AGENT. All legally binding instruments shall be executed by the Board's President, Vice President or other authorized designee unless there is an emergency or unless Agent is specifically directed in writing or by Board resolution to execute such instruments on behalf of the Association, in which case only Agent's President is authorized by Agent to execute such instruments

19. AGENT'S RELATIONSHIP TO OTHER ENTITIES. Exhibit B contains a list of those entities, as of the date of this Agreement, that may perform or deliver goods or services (other than management services) to the Association and with which Agent is affiliated. If in the future Agent becomes affiliated with any entity not identified on Exhibit B, Agent agrees to disclose such relationship to the Board prior to the delivery of goods or services. If Agent is related to or has a financial or business relationship with a Board member, Agent agrees to disclose such relationship. Notwithstanding the foregoing, the Association acknowledges that the following activities do not constitute a violation of this Section:

(a) Agent or its affiliates may earn a profit as a result of operating purchasing plans and programs, the purpose of which is to provide price and quality benefits to the Association and/or its residents; and

(b) Agent or its affiliates may receive fees from vendors in exchange for Agent's dissemination of marketing information about such vendors to Agent's managed associations (including the Association) and their residents.

Purchase of any product and/or service which is part of any program or marketing plan operated by Agent or its affiliates is voluntary and is not in any manner required by the provisions of this Agreement.

20. JURISDICTIONAL REQUIREMENTS. Agent shall take action as may be necessary to comply promptly with any and all orders or requirements affecting the Property placed thereon by any federal, state, county or municipal authority having jurisdiction over the Association. Agent shall not be obliged to take any action under the provisions of this Section in any event for which Board approval has been requested and not provided, nor whenever the Association is contesting or has affirmed its intent to contest any jurisdictional order or requirement. In the event Agent is so relieved of its obligations, the Association shall hold Agent harmless from and indemnify Agent against any and all consequences of such failure to comply.

21. NO WAIVER. Except as otherwise provided herein, no action or failure to act by either of the parties shall constitute a waiver of any right or duty according any of them under this Agreement, nor shall any such action or failure to act constitute a continuing waiver or an approval of any breach hereunder, except as may be specifically agreed in writing.

22. NO THIRD PARTY BENEFICIARIES. As stated herein, this Agreement is by and between the Association and Agent, and there are no third party beneficiaries intended by the terms of this Agreement, and no such beneficiary status shall be implied to any individual or entity other than the Association. An individual or entity's status as a member of the Association or a resident of the Property shall not confer standing to enforce the terms of this Agreement.

23. ASSIGNMENT. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns. Agent shall not assign its interest under this Agreement except in connection with the sale of all or substantially all of the assets of its business or a transfer to an affiliated company. In the event of a sale, Agent shall be released from all liability hereunder upon the expressed assumption of such liability by its assignees

24. CHOICE OF LAW. This Agreement shall be construed in accordance with the laws of the state in which the Property is located. In the event any litigation is initiated to enforce any provision of this Agreement, the substantially prevailing party as determined by the court shall be entitled to recover reasonable attorneys' fees and costs incurred in the litigation.

25. SEVERABILITY. The invalidity in whole or in part of any provision(s) in this Agreement shall not affect the validity of the remaining portions or the application of such provisions in different circumstances.

26. NOTICES. All written notices required under the Agreement shall be in writing and mailed by Certified Mail, Return Receipt Requested, or by receipted hand delivery to the addresses provided at the end of the Agreement. Notice shall be effective upon delivery, except for notice of change of address which shall be effective upon receipt.

27. AMENDMENTS. Except as otherwise provided herein, any and all amendments, additions, or deletions to this Agreement shall be null and void unless in writing and signed by both a duly authorized representative of Agent and a duly authorized representative of the Association.

28. ENTIRE AGREEMENT. This Agreement supersedes any and all understandings and agreements between the parties prior to this Agreement and contains the entire agreement of the parties. No oral or written statements whatsoever prior to the execution hereof shall be considered a part hereof.

29. SIGNATURE. The manual signature of either party that is transmitted to the other party by facsimile or PDF shall be deemed for all purposes to be an original signature. Either party that delivers a signature page by facsimile or PDF agrees to deliver an original, manually-signed counterpart of such party's signature page to the party who requests it promptly after receipt of such request.

Signature page follows.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the day and year first above written.

ASSOCIATION: Hunter's Run Condominium Association

Date: 1/4/2023

By: Joshua R. Solin

Name:

Title: Joshua R. Solin - President

Address: 769 W. Puetz Road, Oak Creek, Wisconsin

AGENT: Hunt Management Incorporated

Date: January 5, 2023

By: Jeffrey S. Hunt

Name: Jeffrey S. Hunt

Title: President

Address: 10520 N. Baehr Road, Suite Q, Mequon, Wisconsin

HUNTERS RUN CONDOMINIUM ASSOCIATION, LTD.

DISCLOSURE MATERIALS

SECTION F

ANNUAL OPERATING BUDGET

A Community Presence

December 2, 2025

TO: All Hunters Run Condominium Unit Owner

RE: **2026 Approved Budget**

For your review, use and file we have enclosed 2026 Approved Budget.

After reviewing the Association's financial status, the Board of Directors have resolved that your monthly condominium fees will increase for the 2026 fiscal year. Your monthly condominium fees will increase to **$355.00** per month, beginning January 1, 2026.

If you would like to pay your monthly fees via coupon book, please contact the Hunt Management Client Services Department at (262) 238-1480 or email ClientServices@HuntManagement.com. ***Please note: That a coupon is not necessary to make your payment, checks can be mailed directly to the Arlington Heights address listed below.***

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

Hunters Run Condominium Association
c/o Hunt Management, Inc.,
P.O. Box 1755
Arlington Heights, IL 60006-1755

As always, your Board of Directors and Hunt Management will continue their efforts toward maintaining and improving the financial and physical soundness of the Association and both thank you for your continued understanding and support.

Should you ever have any questions about the Association's financial status, please do not hesitate to contact me at claudia@huntmanagement.com

Sincerely,

Hunt Management Incorporated, AAMC
Management Company for
Hunters Run Condominium Association, Inc.

Claudia Mendoza

Claudia Mendoza
Property Manager
10520 N. Baehr Road, Suite Q
Mequon, WI 53092
huntmanagement.com
888-305-1071
Phone: (262)238-1480
Fax: (262)238-1485

HUNTERS RUN CONDOMINIUM ASSOCIATION INC.
Approved- 2026 BUDGET

OPERATING INCOME	APPROVED 2025 BUDGET	ACTUAL 1/1/25-10/31/25	PROJECTED 2025	2026 BUDGET
INCOME:				
ASSOCIATION FEES	$ 190,080	$ 157,790	$ 190,000	$ 204,480
PREPAIDS	$ -			
PARKING INCOME		$ 390	$ 390	
LATE FEES REIMBURSEMENT	$ -	$ 1,375	$ 1,375	$ -
LEGAL FEES	$ -	$ 710	$ 710	$ -
FINES	$ -			$ -
SPECIAL ASSESSMENT	$ 46,755	$ 34,080	$ 46,755	$ 46,755
TOTAL INCOME	**$ 236,835**	**$ 194,345**	**$ 239,230**	**$ 251,235**
OTHER INCOME:				
INTEREST		$ 3,245	$ 3,245	$ -
RESERVE CONTRIBUTION	$ -	$ 26,083	$ 31,300	$ -
TOTAL OTHER INCOME	$ -			$ -
TOTAL OPERATING INCOME	**$ 236,835**	**$ 194,345**	**$ 239,230**	**$ 251,235**
OPERATING EXPENSES				
ADMINISTRATIVE EXPENSE:				
CONTINGENCY	$ 34	$ -	$ -	$ 43
CORPORATE INCOME TAX	$ 275	$ 941	$ 941	$ 1,500
MANAGEMENT FEE	$ 15,000	$ 15,000	$ 18,000	$ 18,000
MEETINGS/SITE VISIT	$ 1,000	$ 373	$ 750	$ 500
ADMINISTRATIVE EXPENSE:	$ 500	$ 1,550	$ 2,000	$ 1,500
LEGAL	$ 1,000	$ 3,394	$ 4,000	$ 1,500
INSURANCE	$ 26,780	$ 22,363	$ 26,283	$ 32,500
TOTAL ADMINISTRATIVE EXPENSE	$ 44,589	$ 43,621	$ 51,974	$ 55,543
UTILITY EXPENSE				
WATER & SEWER	$ 23,500	$ 17,127	$ 17,127	$ 19,000
ELECTRIC - COMMON	$ 6,000	$ 5,349	$ 7,131	$ 6,500
TOTAL UTILITY EXPENSE	$ 29,500	$ 22,476	$ 24,258	$ 25,500
REPAIR & MAINTENANCE EXPENSE				
CLEANING	$ 8,500	$ 3,520	$ 8,500	$ 8,500
EXTERMINATING	$ 500	$ 697	$ 800	$ 800
FIRE SYSTEM EXPENSE	$ 14,000	$ 5,910	$ 6,000	$ 6,000
GENERAL MAINTENANCE	$ 10,000	$ 14,999	$ 16,000	$ 10,000
GENERAL SUPPLY	$ 150	$ 101	$ 150	$ 150
ROOF REPAIRS	$ 100	$ -	$ -	$ -
CARPET CLEANING	$ 1,000	$ -	$ -	$ 1,000
PLUMBING	$	$ -	$ -	$ 2,500
ASPHALT	$	$ -	$ -	$ 2,500
DRYER VENT CLEANING	$	$	$	$ 2,500
HVAC	$	$ -	$ -	$ 1,000
TOTAL REPAIR & MAINTENANCE EXPENSE	$ 34,250	$ 25,227	$ 31,450	$ 34,950
GROUNDS:				
REFUSE REMOVAL	$ 11,000	$ 8,896	$ 10,639	$ 12,000
TREE MAINTENANCE	$ 8,000	$ -	$ -	$ 4,000
POOL MAINTENANCE & SUPPLIES	$ 7,000	$ 18,607	$ 18,607	$ 12,000
GUTTER REPAIR/CLEANING	$ 2,000	$ 2,400	$ 2,400	$ 2,700
SNOW REMOVAL	$ 6,000	$ 6,044	$ 6,500	$ 7,000
ADDITIONAL LANDSCAPE	$ 2,759	$ 3,362	$ 3,362	$ 650
LANDSCAPE CONTRACT	$ 13,682	$ 11,972	$ 13,682	$ 13,682
TOTAL GROUNDS	$ 50,441	$ 51,281	$ 55,190	$ 52,032
PERSONNEL EXPENSE:				
PAYROLL TAX EXPENSE		$ 14	$ 14	$ -
TOTAL PERSONNEL EXPENSE	$ -	$ 14	$ 14	$ -

TRANSFER TO RESERVE:				
RESERVE CONTRIBUTION	$ 31,300		$ 31,300	$ 36,455
TOTAL TRANSFER TO RESERVE	$ 31,300		$ 31,300	$ 36,455
LOAN PAYMENTS	$ 46,756	$ 31,171	$ 46,755	$ 46,755
TOTAL LOAN PAYMENTS	$ 46,756	$ 31,171	$ 46,755	$ 46,755
TOTAL OPERATING EXPENSES	$ 236,836	$ 173,790	$ 240,941	$ 251,235
TOTAL INCOME/EXPENSE	$ (1)	$ 20,556	$ (1,711)	$ (0)
RESERVE PROJECTS:				
Tree Removal	$ -	$ 16,044	$16,044	$ -
Retaining Wall	$ -	$ 16,700	$16,700	$ -
HVAC UPGRADES	$ -	$ -		$ -
	$ -	$ -		$ -
PROJECT TOTAL	$ -	$ 32,744	$ 32,744	$ -

HUNTERS RUN CONDOMINIUM ASSOCIATION, LTD.

DISCLOSURE MATERIALS

SECTION G

RULES & REGULATIONS

Date: 04/05/2023
Subject: Hunters Run - Adopted Rules & Regulation - Effective 4.5.2023

Dear Hunters Run Owners,

Please see the attached documents and adopted Rules that go into effective immediately. A hard copy has been mailed to everyone via USPS.

There have been adjustments made to the following Rules & Regulations:

- Section 5.2
- Section 8.10
- Section 12.1 (b)
- Section 12.1 (c)
- No longer a Hunters Run checklist of Owner vs. Association responsibility.

Respectfully,

Angie Rosploch, CMCA

Portfolio Manager

Hunt Management Incorporated, AAMC

10520 N. Baehr Road, Suite Q

Mequon, WI 53092

Phone: 262-238-1480

Please note our office hours:

Monday through Thursday 7:30 AM to 5:00 PM

Friday 8:30 AM to 12:00 PM

Emergency Service is available by telephone #262-238-1480

2023 CAI-WI BUSINESS PARTNER OF THE YEAR

Rules and Regulations
Hunters Run

HUNTERS RUN CONDOMINIUMS
RULES AND REGULATIONS

ARTICLE I
VARIANCES TO RULES AND REGULATIONS

1.1 A variance of any Rule or Regulation or special dispensation due to special or extraordinary circumstances may be granted by the Board upon the Unit owner supplying the Board a written request detailing the need for a special dispensation. A majority vote of the Board will be required to grant such a variance or special dispensation. Any variance or special dispensation granted by the Board shall be subject to revocation by a majority of all Unit owners, at a meeting duly called for such purpose.

1.2 All provisions of the Declarations and By-Laws shall remain unchanged. If there is any conflict between any provision of the Declaration and any provision of the Rules and Regulations, the provision of the Declaration shall control. If there is any conflict between any provision of the By-Laws and any provision of the Rules and Regulations, the provision of the By-Laws shall control, specifically Article VIII.

ARTICLE II
USE OF PREMISES

2.1 The Units shall be used for residential purposes only. The Common Elements and Units shall be used only for the purposes for which they are reasonably suited and which are incidental to the use and occupancy of residential units.

2.2 No nuisance shall be allowed on the Common Elements or Units, nor shall any use or practice be allowed which is a source of persistent and meaningful annoyance to the Unit Owners or Unit Owners' occupants, or which interferes with the peaceful possession or proper use of said property by the Unit Owners or Unit Owners' occupants.

2.3 No improper or unlawful use shall be made of the Common Elements or Units or any part thereof, and all valid laws, ordinances and regulations of all governmental bodies having jurisdiction thereof shall be complied with.

2.4 No rule or regulation shall be adopted by the Board which shall deprive any Unit Owner of substantial property or occupancy rights, or which shall operate in a discriminatory manner.

2.5 Unit Owners and Unit Owners' occupants shall not make or allow any noises or odors which in any way or at any time might be objectionable to other Unit Owners or Unit Owners' occupants. Unit Owners and Unit Owners' occupants shall not cause or allow voices, musical instruments, televisions, radios or other such sound producing devices to in any way or at any time become objectionable to other Unit Owners or Unit Owners' occupants.

2.6 No Unit Owner shall decorate or alter the exterior of a Unit or the Common Elements without the prior written consent of the Board of Directors. This provision shall not be construed as to deny Unit Owners the right to temporarily decorate their units for an appropriate holiday provided that such decorations are displayed only two weeks prior to the holiday and removed two weeks after the holiday. For the holiday season including Thanksgiving through New Years, decorations may be displayed the weekend prior to Thanksgiving until the second weekend after New Years. No decorations may be placed on any common areas using permanent fasteners or making holes in any common area. No owner of a Unit may erect, post

or display posters, signs or advertising material on the Common Elements or at locations within a Unit which are visible from the Common Elements without the prior written consent of the Board of Directors except the following:

1. A 2x2 foot "For Sale" sign affixed to the window while the unit is for sale.

2. A temporary sign of customary and reasonable dimension on the day of and relating to the open house of a Unit for sale or lease (not a **"FOR SALE"** sign).

2.7 Unit Owners are allowed to have one (1) birdfeeder by their patio or balcony. It must be in a landscape bed so that the lawnmower may navigate around it. No items may be attached to the building. Homeowners must clean up the area underneath and around the feeder. The Board of Directors reserves the authority to require the homeowners to remove this one (1) birdfeeder if it causes issues such as excess rodents or other animals in the area, and/or debris or waste from the birds.

ARTICLE III
SECURITY

3.1 No soliciting or selling, including door to door soliciting of any type, shall be permitted on any part of the Common Elements without the prior written approval of the Board.

3.2 All Unit Owners or occupants of Unit Owners' units shall notify the property management company of the Unit Owner's or occupant's intention to be absent from the unit for a period of two (2) weeks or longer. No Unit Owner or occupant shall allow newspapers or other items to accumulate which will indicate the Unit Owner's or occupant's absence from the unit.

3.3 Each Unit owner shall be responsible for maintaining not less than one (1) fully operational smoke detector on each floor of their unit at all times.

ARTICLE IV
LEASING OF UNIT

4.1 Notwithstanding any provisions regarding leasing in the Declaration and/or By-Laws any Unit Owner leasing his/her unit is responsible for the actions of his her tenant(s). These rules are in addition to Article VIII, Section 8.1, Items (b) and (c) of the By-Laws.

4.3 A Unit Owner who is renting their unit shall within 24 hours (excluding weekends and holidays) of having received a notice from the Association of their tenant(s) or their tenant(s) guest having violated a provision(s) of the Declaration, By-Laws and/or these Rules and Regulations shall serve a *"5-Day Correct or Vacate Notice"* to their tenant as allowed by Chapter 704 of the Wisconsin Statutes. This notice to the tenant must be sent ***Certified Mail***, *return receipt requested.* A copy of this notice must also be sent to the Association ***Certified Mail***, *return receipt requested.*

4.4 A Unit Owner who is renting their unit shall within 24 hours of having received a second notice from the Association of their tenant(s) or their tenant(s) guest having violated a similar provision(s) of the Declaration, By-Laws and/or these Rules and Regulations shall, as allowed by Chapter 704 of the Wisconsin Statutes, serve a *"14-Day Notice to Vacate"* to their tenant(s). This notice to the tenant(s) must be sent ***Certified Mail***, *return receipt requested.* A copy of this notice must be also be sent to the Association ***Certified Mail***, *return receipt requested.*

4.5 A Unit Owner who is renting their unit shall be obligated for enforcing this *"14 Day Notice to Vacate"* as provided by law. A Unit Owner who is renting their unit shall be assessed a fee of $100.00 per day for each day that they have not complied with the provisions of this section. Provided that the Unit Owner has taken other immediate legal action to evict the tenant(s) having caused the violation, a Unit Owner who is renting their unit shall not be assessed this fee if the Unit Owner has followed the provisions of this section and the tenant(s) having caused the violations do not vacate the unit as required. The Unit Owner shall be liable for all costs incurred by the Association including but not limited to damages, fines and/or legal fees to effectively correct the violations and/or evict the violating tenant(s).

ARTICLE V
SANITATION

5.1 The Common Elements shall not be obstructed, littered, defaced, damaged or misused in any manner.

5.2 All Unit Owners or occupant of a Unit Owner's unit shall adhere to any laws, ordinances, and/or rules pertaining to recycling as dictated by any Governmental, Quasi-Governmental and/or Association authority. Trash receptacles must be stored inside of the garage, except during the time frame ranging from the night before trash pickup and through the following morning after pickup. Trash must be placed in the proper receptacles when placed outside for pick up. This means no plastic trash bags can be placed outside unless they are in a trash container.Unit Owners can only use the Waste Management company that the Association has a signed contract with, or that is currently being used by the Association.

ARTICLE VI
MANAGEMENT

6.1 No Unit Owner or occupant of a Unit Owner's unit shall or attempt to direct, supervise, or in any manner assert control over any Association contracted worker(s). Poor workmanship or performance of such individuals should be reported to the Board or to the property management company immediately.

6.2 In the event the Association utilizes the services of a professional management company, all notices and/or requests to the Association, the Board or any officer(s) referenced herein shall be sent to the management company. All notices and/or requests from the Association, the Board or any officer(s) referenced herein shall be sent by the management company.

ARTICLE VII
PATIOS/DECKS/WALKWAYS

7.1 A Unit Owner or occupant of a Unit Owner's unit shall control all barbecue fires, smoke and/or offensive odors so as to not disturb or be dangerous to the neighboring Unit Owners, neighboring units or the Common Elements. All Unit Owners must follow the local and state ordinances for grilling or barbequing.

7.2 Every Unit Owner who and every Unit Owner who has an occupant who barbecues on or near a deck shall have a qualified, fully operational fire extinguisher readily available during any time the barbecue is in use.

7.3 No boxes, bicycles, carriages or other similar items shall be stored on the patio/deck.

7.4 No clothes, sheets, blankets, rugs, laundry or other similar unsightly items shall be hung and/or displayed from the patio/deck. In addition, no such items shall be placed in any unit or on the common Elements so

as to display same to or from any Common Elements or Limited Common Elements. No clothesline of any fashion or material shall be placed on the patio/deck.

7.5 No antenna shall be placed on any portion of the Common Elements or the patio/deck without prior approval from the Board of Directors. A written request must be submitted to the Board of Directors for approval prior to installation of a satellite dish or other over-the-air reception devices. Installation approval will conform to the FCC Regulations.

(a) All costs associated with the installation, maintenance and removal of satellite dishes and other over-the-air reception devices are the responsibility of the owner.

(b) Satellite Dish Policy Regarding Common Areas; Satellite dishes or other over-the-air-reception devices may be placed on a pole mount in a common landscape bed area. The satellite dish can be placed pole mount no higher than four (4) feet in the air and no more than three (3) feet from the building.

(c) The owner shall install all wiring and other connections in as unnoticeable manner as possible and at the owner's expense. Installation of the wires and dish cannot damage the exterior of the building. Wires must be painted to match the exterior of the building. Any damage done to the common areas, as the result of installing or maintaining a satellite dish, is the responsibility of the owner.

(d) The size of the satellite dish or other over-the-air reception devices must not detract from the aesthetics of the buildings or endanger the integrity of the building or the safety of the residents and cannot be any larger than 36 inches in diameter.

(e) If service is discontinued or the unit is sold, the satellite dish or other over-the-air reception devices must be removed at the owner's expense. Any damage left from the removed device must be repaired at the owner's expense.

7.6 No Unit Owner shall plant, re-landscape, and/or decorate any bedding area(s) without the prior written permission of the Board. Unit Owners may, however, place removable planters, flowers, and/or flowering plants along their limited-common sidewalk, patio, deck and bedding areas.

ARTICLE VIII
VEHICLES, PARKING AND GARAGE

8.1 The following rules and regulations are in addition to or in conjunction with the provisions of Article VIII, Section 8.1, Item (d) of the By-Laws.

8.2 All unit owners and tenants must supply the Board with vehicle information for all vehicles that will be kept on the property. This includes the make, model, color and license plate number. This information should be updated as needed.

8.3 Due to the potential for fire and/or personal injury, unreasonable amounts of newspapers, empty boxes, or flammable materials and the like shall not be kept for any unreasonable length of time in the garage and/or unit of the condominium. Due to the hazardous nature of such items, any such item(s) found in violation of this provision may be confiscated by the Board. In addition, there shall be no use of any gas or charcoal

grill, barbecue, cooking stove or the like in the garage area. Garage doors should remain down when not in use.

8.4 No garage or rummage sales are permitted on any area of the condominium.

8.5 Cooking, sleeping and/or residing in any vehicle, whether temporary in nature or otherwise, is prohibited in all areas of the condominium.

8.6 Each Unit is only allowed two (2) vehicles per unit to be parked on the premises. One (1) vehicle must be parked in the garage and one (1) vehicle must be parked in the driveway approach. This does not include periodic guests.

8.7 Due to required periodic maintenance of and snow removal from the condominium parking areas, no vehicle of any type, which cannot be moved on a daily basis, shall be parked in any of the condominium parking areas. Any Unit Owner or occupant of a Unit Owner's unit who requires a parking space to park a vehicle, which vehicle cannot be moved on a daily basis, must obtain prior written authorization from the Board. No vehicle of any type shall be stored in any parking area of the condominium. No inoperable vehicle of any type shall be parked in any parking area of the condominium. No repair and/or maintenance of a vehicle(s), except car washing, shall be allowed on any Common or Limited-Common area(s) of the condominium. Such repair and/or maintenance may only be done in a Unit Owner's garage.

8.8 A Unit Owner or occupant of a Unit Owner's unit shall not park any vehicle in the Limited-Common assigned parking area of another Unit Owner without the prior permission of the other Unit Owner. A Unit Owner who discovers an unauthorized vehicle parked in his or her parking area shall be responsible for contacting the Oak Creek Police Department to have the offending vehicle ticketed and/or towed.

8.9 No vehicle shall travel at a rate of speed in excess of fifteen (15) miles per hour in any parking or drive area of the condominium.

8.10 Guests are to park in areas designated as guest parking areas. No vehicle should park along the roadway in an area not designated as a guest parking area. Unit Owners are responsible for making sure their guests are parking in a designated area. Due to the limited number of guest parking spots, Unit Owners/ Occupants and frequent guests are not allowed to park in guest parking unless they have purchased a guest parking pass for $65.00 a month, in which three months must be purchased at a time. The Board has the discretion on the determination of frequent guests. If a parking pass has been approved by the Board and is purchased, the Board will designate where the guest parking pass can be used. Payment for parking pass must be sent in advance to Hunters Run Condominium property management company. Failure to submit payment will result in immediate forfeiture of the parking pass.

8.11 Condominium By-Laws prohibit the extended parking of a vehicle on condominium property. Any vehicle

8.12 that is parked in the guest parking area for a period in **excess of two (2) days** may be ticketed and/or towed at the owner's expense. If a homeowner has a guest that will be parking a vehicle in the guest parking area for more than two (2) days; they must notify the Board.

The Board reserves the right to ticket and/or tow any vehicle that is illegally parked. This includes; vehicles parked in a non-designated parking area, Unit Owner/Occupant vehicles parked in the guest parking area, or if there is a vehicle that is parked for more than two (2) days in the guest parking area and does not have approval from the Board.

ARTICLE IX
PET POLICY

9.1 As stated in Article VIII, Section 8.1, Item (e) of the Association By-Laws each unit is allowed to have one (1) dog and one (1) cat or two (2) cats.

9.2 An application for a pet permit may be made orally on in writing to the Property Manager of the Association and must be accompanied by a picture of the animal. Such applications and/or permits are not assignable except to co-residents of the Unit in which the original applicant resides. Each permit shall be signed by the Property Manager and shall contain the following information:

(a) Name and Unit number of the permit holder;

(b) A description of the pet being licensed thereunder;

(c) The date of issuance;

(d) A statement that the permit is a revocable license; and

(e) An agreement (to be executed by the permit holder) to be bound by the terms of all pet policies.

A permit shall be effective when signed by an appropriate officer and a copy signed by the permit holder is placed on file with the Association. The President may designate a standard form of permit.

9.3 Dogs: The Board will issue a dog permit for any dog certified to the Board as an "animal assisting the handicapped" under section 101.22(2p), Wisconsin Statutes. The keeping of any such animal assisting the handicapped shall neither affect nor be affected by the priority rules herein, except that no additional dog shall be permitted in the same unit.

(a) The weight of the dog may not exceed 100 pounds.

9.4 Cats: All cats must domestic and must be spayed or neutered.

9.5 Rules and Regulations:

(a) The terms of the Declaration and By-Laws are incorporated herein.

(b) No permitted pet shall be permitted on the Common Elements unless on a leash and within the control of a person. Other animals shall not be permitted on the Common Elements.

(c) Permit holders shall be responsible for the proper disposal of the pet's waste without regard to their control over the pet at the time or location of the waste. Waste must be picked up immediately.

(d) Permit holders are responsible for the behavior of their pet and any handler thereof.

(e) Pets shall be housed exclusively within Units in which such pets are permitted under this Declaration, By-laws and Rules and Regulations.

(f) Pets shall be licensed by the City if required and a copy of such license shall be furnished to the Association upon permit application.

(g) All pets shall be maintained in a manner as to keep any noise at a minimum level which in any event must not be an unreasonable annoyance to the other condominium residents.

(h) No pets are allowed in the pool area.

9.6 Each permit is a revocable license and may be revoked following notice and hearing, at the option of the Board, for any reason set forth in the Declaration or for any breach of the Rules and Regulations set forth above or as may be promulgated in the future by the Board of Directors. Upon revocation a permit holder shall dispose of the pet within a reasonable period of time. A permit holder shall be responsible for any costs of the Association in enforcing its rights hereunder which may be added as a special assessment against the Unit for which the permit was issued.

ARTICLE X
POOL RULES

10.1 The Association pool is tentatively set to be open from the weekend before Memorial Day through the weekend of Labor Day. Weather conditions may shorten or extend this time frame. Pool hours are from 8:00 a.m. until dusk.

10.2 Pool Rules

a) No Glass is allowed in the pool area.

b) No more than two (2) guests per unit. Guests must be accompanied by a Unit Owner/Occupant.

c) Children under 12 must be supervised by an adult.

d) No running, diving or horseplay.

e) Swim at your own risk. There is no lifeguard on duty.

f) To ensure healthy water quality, people must shower before they enter the pool. Children who aren't potty-trained must wear swim diapers. Proper swim attire is required.

g) The Association or Board of Directors are not liable for accidents and/or injury.

h) Pool gate must be closed and locked each time a person enters and leaves the pool area. Do not open the gate for anyone you do not know.

i) The pool phone is to be used to dial 9-1-1 and emergency purposes only.

j) Any Unit Owner who is more than 30 days delinquent or violates the pool regulations may be prohibited from using the pool.

k) No pets are allowed at any time in the pool area.

l) No smoking in the Pool Area

ARTICLE XI
RULE VIOLATIONS

11.1 Each Unit Owner shall be responsible for the violations of and/or noncompliance with the Declaration, By-Laws, rules, regulations, covenants, conditions or restrictions committed by the Unit Owner, any individual of the Unit Owner's household, any occupant of the Unit Owner's unit, any tenant or sub-tenant of the Unit Owner's guest or visitor or the Unit Owner's occupant's guest or visitor.

11.2 All Unit Owners and occupants of Unit Owners' units shall report, in writing, any alleged violation of or non-compliance with the By-Laws, rules, regulations, covenants, conditions or restrictions as required hereunder.

11.3 Upon the Board's receipt of information regarding an alleged violation of or non-compliance with the Declaration, any By-Laws, rules, regulations, covenants, conditions or restrictions, by any Unit Owner, the Board shall furnish written notice to the Unit Owner by personal delivery or by regular mail to the Unit Owner's last known mailing address informing the Unit Owner of the alleged violation or non-compliance and of the possible imposition of a fine. If the Unit Owner, within seven (7) days after receipt of said notice, fails to demand a hearing on the alleged violation by written notice delivered upon the President, the Board shall assess the fine specified in the publication of the rules and regulations. This fine and any costs, including but not limited to attorney fees, incurred by the Association in collecting same shall constitute an assessment as said term is utilized in sub-sections 3 through and including 9 of section 703.16 Wis. Stats. Unpaid fines shall incur interest at the rate of interest provided in Article VI, Section 6.7 of these By-Laws.

11.4 Any Unit Owner who shall consider that he or she is unfairly accused of violation of or non-compliance with any rule or is justified otherwise, shall be entitled to a hearing before the Board which shall designate an impartial referee for the hearing of evidence, all to the end that Unit Owners enjoy due process and the right of hearing in respect of any claim of violation. In the case of any such proceedings, the costs thereof, if any, shall be borne by the Unit Owner requesting the hearing, unless it is found by the impartial referee that the Board preceded in bad faith or without just cause.

11.5 The notice furnished by the Board informing the Unit Owner of the alleged violation or non-compliance shall contain sufficient information as to assure that a reasonable Unit Owner may understand the violation(s) and the step(s) needed to correct the violation(s). Those may substantially include the following:

(a) the name of the Unit Owner;
(b) the date of delivery of the notice upon the Unit Owner;
(c) the date(s) of the alleged violation;
(d) a description of the rule(s) or regulation(s) allegedly violated;
(e) the amount of the fine(s) that can result;
(f) a description of what procedure the Unit Owner must take, if any, to cure the violation(s) and state the requirement of written intent to cure be made upon the president via the management (if applicable) within seven (7) days;
(g) information regarding the Unit Owners' right to demand a hearing;

(1) the Unit Owner has seven (7) days in which to make his demand;
(2) such demand must be in writing;
(3) such demand must be made upon the president via the management (if applicable);

(4) failure to make such demand within the required period shall constitute a waiver of the right and consequently the stated fine, if any, will be assessed against the Unit Owner, together with any cost and reasonable attorney fees incurred, and shall constitute an assessment upon the Unit Owner's unit.

(5) the costs of the hearing will be borne by the Unit Owner unless the impartial referee determines that the board proceeded in bad faith or without just cause.

(h) The signature of the president as president of the Association and the signature of at least one other Unit Owner of the Board in such capacity.

11.6 Upon a Unit Owner's failure to demand a hearing and after the required period of time given the Unit Owner to make such a demand, or upon a finding, by the impartial referee, of actual violation if the Unit Owner has timely demanded a hearing, the Board shall notify the Unit Owner in writing, by regular mail, of the imposition of the fine. The notice shall inform the Unit Owner that failure to pay the fine within seven (7) days shall cause the fine and any costs of collection related thereto to constitute an assessment upon the Unit Owner's unit. The fine, together with any collection costs, shall incur interest at the rate of interest provided in Article VI, Section 6.7 of these By-Laws commencing eight (8) days after delivery of the notice until said amount is paid in full.

ARTICLE XII
AVAILABLE REMEDIES AND FINES

12.1 The following is a schedule of the fines that will be imposed under these rules and regulations, pursuant to the provisions hereof, as a result of a Unit Owner's violation of or non-compliance with the Declaration, the By-Laws, rules, regulations, covenants, conditions or restrictions:

(a) **A WRITTEN WARNING for a Unit Owner's first violation** of or non-compliance with a specific By-Law, rule, regulation, covenant, condition or restriction.

(b) **THIRTY -FIVE ($35.00) for a second violation** of or noncompliance with a specific By-Law, rule, regulation, covenant, condition or restriction for which the Unit Owner received a written warning pursuant to paragraph (a) immediately above.

(c) **ONE HUNDRED TWENTY-FIVE DOLLARS ($125.00) for each successive violation** of or noncompliance with a specific By-Law, rule, regulation, covenant, condition or restriction for which the Unit Owner received a written warning pursuant to paragraph (a) immediately above, and incurred the imposition of the fine prescribed in paragraph (b) immediately above.

(d) Notwithstanding paragraphs (a-c) immediately above, **FIVE HUNDRED DOLLARS ($500.00) for each violation** of or noncompliance with a specific provision of the Declaration, By-Laws, rules, regulations, covenants, conditions or restrictions, when in the opinion of the Board of Directors the violation meets one or more of the following criteria:

1. The violation is in direct defiance of a previous mandate from the Board of Directors.
2. The violation was malicious in it's intent.
3. The violation is evidence of a pattern of the Unit Owner's non-compliance with more than one provision of the Declaration, By-Laws, rules, regulations, covenants, conditions or restrictions.
4. The violation is of such a nature that the violation can not be corrected and/or that direct monetary restitution can not be determined. *(i.e. if*

alterations are made by the Unit Owner that can not be restored to their original state.)

12.2 In addition to the provisions of Section 12.1 hereof, all remedy provisions of the Declaration, By-Laws and these Rules and Regulations shall remain available to the Association.

ARTICLE XIII
GENERAL PRINCIPALS

13.1 The Board of Directors shall adopt rules and regulations governing the use of the common Elements and Units, as same are defined in the Declaration, and the personal conduct of the Unit Owners and the Unit Owner's family, tenants and guests thereon. Such rules and regulations will be so adopted in light of the duties and rights established in the Declaration. The Board shall publish and furnish to each Unit Owner the specific rules and regulations as adopted or revised from time to time.

13.2 The Board of Directors shall retain the right to make reasonable decisions based on a solely "subjective" basis as they may deem to be in the best interest of the Association.

IMPORTANT INFORMATION

Please keep this information with your governing documents

Hunters Run Condominium Association, Ltd.

RESOLUTION TO ADOPT RULE ON HARASSING AND EXCESSIVE CONTACT

WHEREAS, Section 6.2 of the Association's Bylaws provide that "The Association through its Board of Directors shall designate such means of enforcement thereof as it deems necessary and appropriate. The rules and regulations may be adopted, altered, and amended or repealed by either the members of the Association or the Board of Directors, in each case by an affirmative vote of 67% or more of the votes present or represented at a meeting at which a quorum is in attendance, provided such action has been included in the notice of meeting, and provided that no rule or regulation adopted by the members shall be amended or repealed by the Board of Directors if the rule or regulation so adopted so provides;"

WHEREAS, this Board has chosen to have the rule voted on at a special meeting of the Board of Directors in which a quorum of the Board of Directors is present and with 67% or more of the Board in favor of such rule, with the rule being included on the notice of the meeting to the Board Members, all in accordance with Section 6.2 of the Bylaws;

THEREFORE, BE IT RESOLVED that the Association adopt the following Rule:

Excessive Contact.

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

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

Excessive is defined as more than one (1) contact; either email, text, phone call, mail, or visit to place of service, per week about the same subject or concern.

If a question has been asked and answered and is still being asked, that will be construed as excessive.

If a Unit Owner has more than one concern, they should be addressed in one communication. Those concerns may be acted on individually or as a group by the Board or management company, dependent upon the concerns or situations. The Unit

Owner will be notified by the Board or management company what determination was made about their concern by email, if possible, or mail.

In addition, no Unit Owner may interfere with any contracted vendor performing work at the direction of the Board or the Management Company. That will be deemed as harassment and may be subject to possible fines.

Finally, any disruptive or harassing behavior by a Unit Owner or his or her proxy holder at an owners' meeting may result in fines being assessed to the Unit Owner.

Violations of any of the above-stated Rules will be subject to fines above and beyond the regular fine structure within the Association's Enforcement policy. Specifically, violators are subject to fines of up to $1,000 per violation.

BE IT FURTHER RESOLVED that a copy of this resolution shall be sent to all homeowners at their last known addresses.

The Board of Directors adopted this resolution on 5/6, 2025, with the Rule to take effect on _____ 1, 202__ with the Rule to take effect on 6/6, 2025.

President Margaret McLedge

Secretary Edna R. Dean