DISCLOSURE MATERIALS

FOR

SERVITE WOODS HOMES ASSOCIATION, INC.

Property Address:

8545-8647 N. Servite Drive, Units 100-219
7601-7916 W. Heather Ave
8574-8680 N. Servite Drive
Milwaukee, WI 53223

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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SERVITE WOODS HOMES ASSOCIATION, INC.

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. STATUTORY RESERVE ACCOUNT: The condominium does not have a Statutory Reserve Account. Begin on page H.
9. RULES & REGULATIONS: The Rules & Regulations of the condominium are promulgated by the association. The Rules & Regulations begin on page G.

SERVITE WOODS HOMES ASSOCIATION, INC.

DISCLOSURE MATERIALS

SECTION A

EXECUTIVE SUMMARY

EXECUTIVE SUMMARY

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

Condominium Name: Servite Woods Condominium Homes

How is the condominium association managed?

- What is the name of the condominium association? Servite Woods Homes Association, Inc.
  What is the association's mailing address? c/o Hunt Management Incorporated, 10520 N. Baehr Rd, 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 company
- Whom should I contact for more information about the condominium and the association? Samantha Hoppe, Property Manager (Management agent/company or other available contact person)
- What is the address, phone number, fax number, web site & e-mail address for association management or the contact person? c/o Hunt Management Incorporated, 10520 N. Baehr Rd, Suite Q, Mequon, WI 53092; Phone: (262) 238-1480; Website: www.huntmangement.com
- For specific information about the management of this association, see Restated By-laws ("Bylaws") Article VII

What are the parking arrangements at this condominium?

- Number of parking spaces assigned to each unit? 1-2
- How many outside? 1-2 (Town House Units are assigned one space in front of the garage, Garden Units are assigned specific underground parking space).
- How many inside? 1-2
  [check all that apply]
  ☒ Common element
  ☒ Limited common element
  ☐ Included as part of the unit
  ☐ Separate nonvoting units
  ☐ Depends on individual transaction

- Do I have to pay any extra parking fees (include separate maintenance charges, if any)?
  ☒ No
  ☐ Yes, in the amount of $_____ per _____.
  ☐ Other: _____
- Are parking assignments reserved or designated on the plat or in the condominium documents?
  ☐ No
  ☒ Yes – Where? Reserved
- 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? Outdoor unassigned parking.
- What are the parking restrictions at this condominium? Town House Units are assigned one space in front of the garage, Garden Units are assigned specific underground parking spaces. Boats, trailers, campers, motor homes, school buses and similar vehicles may not be parked within Servite Woods. Vehicles, such as SUVs and augmented Pickups, etc., are restricted from parking in underground garages, unless the height of the vehicle clears the lowest hanging equipment (approximately 68 inches)
- For specific information about the parking of this condominium, see Declaration, Article II Section 5; Rules and Regulations, Section 6: Parking Rules

May I have any pets at this condominium?

- Are pets allowed: ☐ No ☒ Yes
- If yes, what kinds of pets are allowed? Dogs and cats can be kept as household pets.
- What are some of the major restrictions and limitations on pets? No pets of any kind shall be raised, bred, or kept in Association buildings or in Unit Buildings 5,6,7, and 9. Dogs, cats, and other customary household pets may be kept in any unit in building not specified.
- For specific information about the condominium pet rules, see Bylaws, Article VII, Section 1(e); Rules and Regulations, Section 7: Pet Rules

May I rent my condominium unit?

- Are unit rentals allowed? ☒ No ☐ Yes
- If yes, what are the major limitations and restrictions on unit rentals? No Unit, or any rooms in a Unit may be rented and no tenants may be accommodated.

For specific information about renting units at this condominium, see See Second Amendment to Declaration, Article II, Section 3: Use of Units; Rules and Regulations, Section 10: Lease Regulations

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? Outdoor Swimming Pool, Clubhouse/Lodge, Tennis Courts

- 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? $ Varies depending on the amenity.
- For specific information about special amenities, see Bylaws Article VII, Section 6(c); Rules and Regulations, Section 3: Lodge, Rules and Regulations, Section 4: Swimming Pool Rules, Rules and Regulations, Section 5: Tennis Court Rules

What are my maintenance and repair responsibilities for my unit?

- The unit owner must maintain and repair the interior of their unit and all its equipment, fixtures, and appurtenances.
- For specific information about unit maintenance and repairs, see Bylaws, Article VII Section 2

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

- Common elements maintenance, repair and replacement is performed as follows: By the Association.
- 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 Articles of Incorporation, Article IV(b); Declaration, Article IV, Section 1; Bylaws, Article II, Section 3
- How are repairs and replacements of the limited common elements funded?
  ☐ Unit owner assessments
  ☐ Reserve funds
  ☒ Both
  ☐ Other (*specify*): _____
- Limited common element maintenance, repairs and replacement is performed as follows: All unit owners must maintain the limited common areas appurtenant to their own unit in clean and proper condition including, but not limited to, the maintenance and replacement of carpeting installed on balconies and/or patios.
  see Bylaws, Article VII, Section 3

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 Articles of Incorporation, Article IV(d), (h)
- Reserve Account balance: $216,553.92, 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? December 31, 1983
- 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: Unit Owners must obtain prior written approval from the Board of Directors before making any alterations.
- Describe the rules, restrictions and procedures for enclosing limited common elements: Unit Owners must obtain written consent of the Association prior to enclosing limited common elements.
- For specific information about unit alterations and limited common element enclosures, see _____

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 IV(f); Declaration, Article X, Section 3

Other restrictions or features (optional): For specific information about other restrictions, see Bylaws Section

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. 703.33(2m)(a) Wis. Stat. There are no fees for emailing documents.

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 August 31, 2024 (insert date)
By: Attorney James J. Campbell (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.

SERVITE WOODS HOMES ASSOCIATION, INC.

DISCLOSURE MATERIALS

SECTION B

DECLARATION

DECLARATION OF CONDOMINIUM
OF
SERVITE WOODS CONDOMINIUM HOMES

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Return to: Mr Robert B. Peregrine, Atty
633 West Wisconsin Ave.
Milwaukee, Wis 53203

DECLARATION OF CONDOMINIUM

OF

SERVITE WOODS CONDOMINIUM HOMES

This Declaration is made under the Wisconsin Unit Ownership Act, Chapter 703, Wisconsin Statutes, by MICHAEL D. ROSEN and SIDNEY J. FRIEDMAN, hereafter referred to as Developer.

THEREFORE, Developer as the fee owner thereof, hereby declares that all of the property described in Exhibit A shall be held, sold and conveyed subject to Chapter 703 of the Wisconsin Statutes.

ARTICLE I

DESCRIPTION OF BUILDINGS AND UNITS

Section 1. GARDEN APARTMENTS.

A. There shall be 5 garden apartment buildings containing 180 units as follows:

(a) The apartment units are described as follows:

Type A. A two-bedroom apartment consisting of a living room, dining room, kitchen, two bedrooms, powder room and bath, all on one level.

Type B. A two-bedroom apartment consisting of a living room, dining room, kitchen, two bedrooms, powder room and bath, all on one level.

Type C. A two-bedroom apartment consisting of a living room, dining room, kitchen, two bedrooms and two baths, all on one level.

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Type D. A two-bedroom apartment consisting of a living room, dining room, kitchen, two bedrooms and two baths, all on two levels.

Type E. A two-bedroom apartment consisting of a living room, dining room, kitchen, two bedrooms, laundry area, recreation room and one and one-half baths, situated on two levels, together with a basement area situated beneath and connected to the unit by a fully contained stairway.

(b) Buildings designated as numbers 5, 6, 7, 8 and 9 each have two connected wings (one designated "A" wing and the other designated "B" wing). Each "A" wing of each building and each "B" wing of each building contains four Type A apartments, four Type B apartments, four Type C apartments and four Type D apartments. Two of each of the aforesaid type of apartments (A, B, C and D) are situated on each of the two floors in each wing of each building. In addition, each "A" wing and each "B" wing contains two Type E apartments.

(c) Each building, wing and unit is specifically described by dimension and location on Exhibit B attached hereto and made a part of this Declaration. Each building has two stories and a basement and is constructed principally of frame and brick. Between the "A" wing and the "B" wing of each building, there is a common wall. There is no access between wings through this common wall. The detail of this common wall appears on Exhibit B.

B. The boundaries of each apartment unit are as follows:

(a) "Unit" shall mean that part of the property subjected by this Declaration to the Wisconsin Unit Ownership Act, including one or

more cubicles of air at one or more levels of space or one or more rooms or enclosed spaces located on one or more floors in a building.

(b) The upper boundary of each one and two level unit is the horizontal plane of the lower face of the joists supporting the ceiling. The lower boundary is the horizontal plane of the upper face of the concrete floor.

(c) The upper boundary of each three level unit (including basement) is the horizontal plane of the lower face of the joists supporting the ceiling on the upper level. The lower boundary is the horizontal plane of the lower face of the concrete floor in the basement area and the horizontal plane of the lower face of the joists supporting the floor above the crawl space area.

(d) The side boundaries of all units are the vertical planes, the elevations of which coincide with the face of the studs supporting the drywall, and in basement areas the inner face of the block wall of the foundation of the building. Each door and window shall constitute a part of the unit.

(e) The foregoing boundaries extended to their intersection constitute the apartment unit, together with all windows, window frames, doors, door jambs, and all glass in all windows and doors, together with an air conditioning compressor located in common area which shall bear the same identification as the apartment unit.

Section 2. TOWN HOUSE UNITS.

A. There shall be 12 town house buildings containing 47 units as follows:

(a) The town house units are described as follows:

Type 1. A three-bedroom town house consisting of a living room, dining room, kitchen, family room, three bedrooms, powder room and dressing room and bath on two levels, together with an enclosed garage with an overhead door and a basement area situated beneath and connected to the unit by a fully contained stairway. Each unit has a fireplace.

Type 2. A three-bedroom town house consisting of a living room, dining room, kitchen, three bedrooms, powder room and bath on two levels, together with an enclosed garage with an overhead door and basement area situated beneath and connected to the unit by a fully contained stairway.

(b) Buildings designated as numbers 10, 10-A, 11, 12, 13, 14, 15, 16, 17, 19 and 20 each contain two Type 1 town-house units and two Type 2 town house units.

(c) Building 18 contains one Type 1 and two Type 2 town house units.

(d) Each building and town house unit is specifically described by dimension and location on Exhibit B attached hereto and made a part of this Declaration. Each building has two stories and a basement and is constructed principally of frame and brick. Between buildings 10 and 10-A, and buildings 12 and 13, there is a common wall. There is no access between buildings through this common wall. The detail of this common wall appears on Exhibit B.

B. The boundaries of each town house unit are as follows:

(a) "Unit" shall mean that part of the property subjected by this Declaration to the Wisconsin Unit Ownership Act, including one or more

cubicles of air at one or more levels of space or one or more rooms or enclosed spaces located on one or more floors in a building.

(b) The upper boundary of each three level unit (including basement) is the horizontal plane of the lower face of the joists supporting the ceiling on the upper level and garage. The lower boundary is the horizontal plane of the lower face of the concrete floor in the basement area and garage.

(c) The side boundaries of all units are the vertical planes, the elevation of which coincide with the face of the studs supporting the drywall, and in basement areas the inner face of the block wall of the foundation of the building. Each door and window shall constitute a part of the unit.

(d) The foregoing boundaries extended to their intersection constitute the town house unit, together with all windows, window frames, doors, door jambs, including glass in all windows and doors, and the overhead garage door, and an air conditioner compressor located in common area which shall bear the same identification as the town house unit.

Section 3. RECREATION BUILDING. There shall be a Recreation Building which shall be furnished, equipped and maintained by the Association as part of the Common Area.

Section 4. INTERPRETATION OF PLANS. In interpreting the survey or floor plans or any deed or any other instrument affecting a building or unit, the boundaries of the buildings or unit constructed or reconstructed in substantial accordance with the survey and floor plans shall be conclusively presumed to be the actual boundaries rather than the description expressed in the survey or floor plans, regardless of settling or lateral movement of the buildings and regardless of minor variations between boundaries shown on the survey

and floor plans and those of the buildings or unit as located and erected.

Section 5. COMMON AND LIMITED COMMON AREAS. Every area, structure and facility which is not a unit is a Common Area or facility. Resident Manager's living quarters and office shall be deemed Limited Common Area. Common Areas which are identified on Exhibit B as Limited Common Areas are limited for the exclusive use of the Owner or Owners of the unit to which they relate, subject to such rules and regulations as to manner of use and decoration of the Limited Common Areas as shall be established by the Association. Parking spaces, balconies, patios and storage areas in units in buildings 5, 6, 7, 8 and 9 are designated as Limited Common Areas on Exhibit B and bear the same identification as the garden apartment unit. A patio and outdoor parking space is provided for each town house unit and is designated as Limited Common Area on Exhibit B and bears the same identification as the town house unit.

Section 6. PERCENTAGE INTEREST IN COMMON AREAS. The ownership of each of the units includes a 1/227th undivided interest in the Common Area and the same shall be conveyed with each of the units.

ARTICLE II

PROPERTY RIGHTS AND OBLIGATIONS OF OWNERS

Section 1. OWNERS EASEMENTS OF ENJOYMENT. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every unit.

Section 2. OWNERS RIGHT TO INGRESS AND EGRESS AND SUPPORT. Each Owner shall have the right to ingress and egress over, upon and across the Common Area necessary for access to his unit, and shall have the right to lateral support for his Unit and such rights shall be appurtenant to and pass with the title to each unit.

Section 3. USE OF UNITS.

A. Each unit shall be used exclusively for residential purpose. No individual or legal entity may own, directly or indirectly, more than one unit. This shall apply only to unit ownership after March 1, 1997. The Board of Directors has the power to make whatever rules it deems necessary to implement this paragraph. (Amended 3/1/97)

B. No room or area in any unit may be rented; no unit may be subdivided.

C. Where an owner personally occupies a unit for more than six months of each calendar year, such unit may be rented or leased, but not for a term of less than one month. If the owner does not personally occupy a unit for more than six months of each calendar year, the unit shall be deemed to be owned for investment purposes. Any leasing of said unit shall not be for less than a term of two consecutive years. Copies of all leases or notice of an oral rental agreement shall be delivered to the resident manager within five days after the lease is signed or oral rental is arranged. No lease or oral rental agreement shall relieve an owner from his obligation to pay Common Area charges or any other obligations imposed upon unit owners by this Declaration.

D. Restrictions on the use and occupancy of units by children and pets are established by the By-Laws.

Section 4. USE OF COMMON AREA. There shall be no obstruction of the Common Area, nor shall anything be kept or stored on any part of the Common Area without the prior written consent of the Association except as specifically provided herein. Nothing shall be altered on, constructed in, or removed from the Common Area except upon the prior written consent of the Association.

Section 5. PARKING RIGHTS. Every Owner shall park his vehicle in the space or spaces designated with the same identification as his unit and in no other portion in the Common or Limited Common Area.

ARTICLE III

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 1. ASSOCIATION. The Association as referred to herein shall be Servite Woods Homes Association, Inc., a corporation organized under and pursuant to Chapter 181 of the Wisconsin Statutes.

Section 2. MEMBERSHIP. Every Owner shall be entitled and required to be a member of the Association. An Owner of more than one unit shall be entitled to one membership for each unit owned by him. Each such membership shall be appurtenant to the unit upon which it is based and shall be transferred automatically by conveyance of that unit. No person or entity other than an Owner or Developer may be a member of the Association, and a membership in the Association may not be transferred except in connection with the transfer of title to a

unit; provided, however, that the rights of voting may be assigned to a Mortgagee as further security for a loan secured by a lien on a unit. When more than one person holds an interest in any unit, all such persons shall be members.

Section 3. NOMINATION OF MEMBERS OF BOARD OF DIRECTORS. Until such time as the Developer shall have sold all of the units, or four (4) years from the date of the recording of the last amendment to this Declaration, whichever shall first occur, Developer shall have the exclusive right to nominate members for the Board of Directors of the Association.

Section 4. VOTING. Members shall be all Owners including the Developer and shall be entitled to one vote for each unit owned. The vote for each unit shall be exercised as the members determine, but in no event shall more than one vote be cast with respect to any unit. There can be no split vote. Prior to the time of any meeting at which a vote is to be taken, each co-owner shall file the name of the voting co-owner with the Secretary of the Association in order to be entitled to a vote at such meeting, unless such co-owners have filed a general voting authority with the Secretary applicable to all votes until rescinded.

Section 5. AMPLIFICATION. The provisions of this Article are to be amplified by the Articles of Incorporation of the Association and by the By-Laws of the Association; provided, however, that no such amplification shall substantially alter or amend any of the rights or obligations of the Owners set forth herein.

ARTICLE IV

RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 1. THE COMMON AREA. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Area and all improvements thereon (including furnishings and equipment related thereto), and shall keep the same in good, clean, attractive and sanitary condition, order and repair. The Association shall be responsible for the maintenance and repair of exterior surfaces of all buildings on the properties, including, without limitation, the painting of the same as often

as necessary, the replacement of trim and caulking, the maintenance and repair of roofs; the maintenance and repair of all Common Area, including utility lines and all other improvements or material located within or used in connection with the Common Area.

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

Section 3. ACCESS TO UNITS. The Association shall have the right, to be exercised by the Board of Directors, to have access to each unit during reasonable hours for the maintenance, repair, or replacement of any Limited Common Area and/or Common Areas and facilities accessible from such areas or for making emergency repairs necessary to prevent damage to the Common Areas or facilities or to another unit.

Section 4. PERSONAL PROPERTY FOR COMMON USE. The Association may acquire and hold for the use and benefit of all of the Owners tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be deemed to be owned by the Owners in the same proportion as their respective interests in the Common Areas. Such interest shall not be transferable except with the transfer of a Unit. A transfer of a Unit shall transfer to the transferee ownership of the transferor's beneficial interest in such property without any refer-

ence thereto. Each Owner may use such property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of other Owners. The transfer of title to a Unit under foreclosure shall entitle the purchaser to the interest in such personal property associated with the foreclosed Unit.

Section 5. RULES AND REGULATIONS. The Association may make reasonable rules and regulations governing the use of the Units and of the Limited Common Area and/or Common Areas.

Section 6. IMPLIED RIGHTS. The Association may exercise any other right or privilege given to it expressly by this Declaration or by law, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

ARTICLE V

COVENANT FOR ASSESSMENTS

Section 1. AGREEMENT TO PAY ASSESSMENTS. Developer for each Unit owned by it within the Properties, and for and as the Owner of the Properties and every part thereof, hereby covenants, and each Owner of any Unit by the acceptance of a deed therefor, whether or not it be so expressed in the deed, shall be deemed to covenant and agree with each other and with the Association to pay to the Association for the purposes provided in this Declaration, for special assessments, for capital improvements, and for any other matters as provided in this Declaration.

Such assessments shall be fixed, established and collected from time to time in the manner provided in this Article.

Section 2. PURPOSE OF ASSESSMENTS. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for the management, improvements and maintenance of the common area, and of the exterior of the buildings situated upon the Properties, and such emergency repairs as the Association may deem necessary, including repairs and maintenance of sewer and water lines, utility cables and pipes and heating and cooling ducts, to individual units.

Section 3. MONTHLY ASSESSMENT. Commencing with the month immediately following the conveyance of the first unit by Developer to an Owner a uniform monthly assessment per unit shall be established by the Association which may thereafter be increased or decreased by the Association.

ARTICLE VI

ENCROACHMENTS

Some of the units in each building may be aesthetically and functionally designed with drains, air conditioning equipment and other structures that encroach or overhang adjoining units. The Owner of each unit hereby takes title subject to a perpetual easement for any such overhang or encroachment and each encroaching or overhanging unit or other structure, drain, or air conditioning equipment may be repaired, rebuilt or replaced in such a fashion as to permit these overhangs and encroachments to be re-established but not enlarged without consent of the servient Owner and the Association. Such easements as provided herein shall be limited to improvements as originally constructed.

ARTICLE VII

RECONSTRUCTION OR REPAIR

Section 1. SUFFICIENT INSURANCE PROCEEDS. In the event of fire or casualty affecting one or more of the units and/or one

or more of the buildings or common facilities, the insurance proceeds, if sufficient to reconstruct or repair the damaged premises, shall be applied to the reconstruction or repair. Reconstruction or repair as used in this Declaration shall mean restoring the damaged premises to substantially the same condition existing prior to the fire or casualty. Any such reconstruction or repair shall be undertaken by the Association within ninety (90) days.

Section 2. DETERMINATION OF WHETHER TO RECONSTRUCT OR REPAIR. In the event that seventy-five percent (75%) or more of the buildings and other improvements above foundation level are destroyed, then the determination as to whether or not to reconstruct or repair shall be made by a vote taken of the members of the Association within ninety (90) days from the date of the fire or casualty. An affirmative vote of at least fifty-one percent (51%) of the eligible votes shall be required in order to reconstruct or repair. If the required number of members do not vote in favor of reconstruction or repair within said ninety (90) days, then the provisions of Section 703.26, Wisconsin Statutes of 1969, shall apply.

Section 3. ENCROACHMENT INTO THE COMMON AREA OR LIMITED COMMON AREA. In the event that any unit or units require reconstruction and/or repair which when completed causes the unit to be situated on a portion of the Common Area or Limited Common Area, such encroachment shall be permitted to endure. Such encroachment shall be determined and approved at the time the members of the Association determine whether such reconstruction or repair shall be undertaken.

ARTICLE VIII

INSURANCE

The Board of Directors of the Association shall obtain and continue in effect insurance coverage on the buildings and other improvements

upon the property in an amount equal to the maximum insurable replacement value, which amount shall be reviewed at least annually by the Board of Directors, affording protection against loss or damage by fire and such hazards covered by a standard extended coverage endorsement and such other risks or hazards as from time to time shall be customarily covered with respect to buildings similar in construction, location and use. Said insurance shall be for the benefit of the Association and the Owners and their Mortgagees as their interests may appear; provided, however, all proceeds payable by reason of said insurance shall be paid to the Association as trustee for the Owners and their Mortgagees for the express purpose of reconstruction and repair as provided in Article VII hereof, or, if it is determined in the manner as provided in Article VII hereof that the damaged premises for which the proceeds are paid shall not be reconstructed or repaired, the proceeds shall be applied as provided in Article VII hereof. In addition to the insurance coverage that the Board of Directors of the Association shall obtain as provided above, the Board of Directors shall obtain public liability insurance in such amounts and with such coverage as it may deem suitable under the circumstances and may obtain such other insurance as it shall determine from time to time to be desirable. All insurance premiums for any insurance coverage obtained by the Board of Directors shall be a common expense to be paid by assessments levied by the Association. Such insurance policy or policies shall contain a waiver of subrogation in favor of the insurance carrier against any Owner or Owners or members of their immediate family who reside in any unit or units.

ARTICLE IX

STAGED DEVELOPMENT

Section 1. STAGE ONE. Stage one to be constructed initially by Developer consists of five garden apartment buildings and 12 town house buildings as designated on Exhibit B, aggregating two hundred twenty-seven (227) units, all of which are described on Exhibit A.

Section 2. SUBSEQUENT STAGES. Developer expressly reserves unto themselves and their heirs and assigns, the right to annex to the plan of condominium ownership, which is the subject of this Declaration, at any time and from time to time through December 31, 1983, all or any portion of the property described in Exhibit C attached hereto.

There may be constructed on the property described in Exhibit C, as so annexed, up to a maximum of 872 addi-

tional units in garden apartments and/or town houses of generally comparable quality and compatible design as located on the condominium property preceding the annexation. Annexation may be in successive stages as determined by Developer from time to time. The units on such annexed real estate and their owners and the Common Areas and facilities thereon shall be subject to, and shall be entitled to, the benefits of all the By-Laws of the Association, and the rules, regulations, decisions and resolutions as may from time to time be adopted by the Association in accordance with its By-Laws. Upon each annexation as aforesaid, the percentage of undivided interest in the Common Areas and facilities appertaining to each unit shall be adjusted as follows: Each unit's percentage of ownership in the Common Areas shall be the number one (1) divided by the total number of units then subject to this Declaration.

The right of annexation herein created and reserved unto Developer, their heirs and assigns, shall be exercised by the recording of a Supplement or Supplements to this Declaration in the Office of the Register of Deeds for Milwaukee County, Wisconsin. Such a Supplement or Supplements to this Declaration shall not be deemed an amendment of this Declaration within the meaning of Article X, Section 3, hereof following. Nothing contained in this Declaration shall be construed so as to create any obligation on behalf of Developer, their heirs and assigns, to effectuate any annexation. By acceptance of a Deed of conveyance of a unit, the Grantee of such unit and each successor in title to such unit shall, in the event of an annexation as aforesaid, be deemed to consent and agree to the adjustment in the percentage of undivided interest in the Common Areas and facilities appertaining to such unit as aforesaid; and Developer, their heirs and assigns, shall have, in the event of such an annexation, the right, power and authority to execute and deliver, on behalf of the Grantee and each successor in title to such unit, such instruments, if any, as may be required to effectuate such annexation and adjustment in the percentage of undivided interest in the Common Areas and facilities.

Section 3. EASEMENTS. Pending the completion and sale of all of the units on all of the condominium property to which

this Declaration is applicable, as described in Exhibits A and C, Developer may use the Common Areas and facilities and any unsold units on the condominium property as may, in the sole judgment of Developer, facilitate the completion and sale of all units, and Developer reserves unto themselves the right to grant easements upon, over, through and across the Common Areas and facilities as may be required for the furnishing of any kind of utility services, and Developer may grant easements upon, over, through and across the Common Areas and facilities for the purpose of providing ingress and egress to and from the condominium property and other real property adjacent thereto.

ARTICLE X

GENERAL PROVISIONS

Section 1. ENFORCEMENT. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. No Owner shall have the right to commence a suit for partition of the units and/or Common Area which constitute Servite Woods Condominium Homes but shall be limited to the provisions contained herein for amending this Declaration.

Section 2. SEVERABILITY. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. AMENDMENT. This Declaration may be amended during the first twenty (20) years after this Declaration is recorded by a vote of not less than ninety percent (90%) of the Owners and thereafter by a vote of not less than seventy-five percent (75%) of the Owners. No amendment

shall become effective until the certificate setting forth such amendment signed by the officers of the Association and stating that Owners of the units have adopted the same in accordance with the provisions of this Declaration, is recorded in the Office of the Register of Deeds in and for Milwaukee County, Wisconsin.

Section 4. REGISTERED AGENT FOR SERVICE OF PROCESS. The initial registered agent for service of process shall be MICHAEL D. ROSEN, 536 North 27th Street, Milwaukee, Wisconsin 53208. Change of agent for service of process may be accomplished by resolution of the Board of Directors of the Association and upon proper filing of said name with the Register of Deeds of Milwaukee County.

IN WITNESS WHEREOF, the said MICHAEL D. ROSEN and SIDNEY J. FRIEDMAN have executed this Declaration as of this 16 day of OCTOBER, 1973.

Michael D. Rosen

Michael D. Rosen

Sidney J. Friedman

Sidney J. Friedman

Signatures of MICHAEL D. ROSEN and SIDNEY J. FRIEDMAN authenticated this 16 day of OCTOBER, 1973.

Robert B. Peregrine

Robert B. Peregrine
Title: Member State Bar of Wisconsin or other Party Authorized under Sec. 706.06 viz. _____

This instrument was drafted by
ROBERT B. PEREGRINE of
PEREGRINE, MARCUVITZ, CAMERON
& PELTIN, S.C.

CONSENT OF MORTGAGE HOLDER

The ZIEGLER FINANCING CORPORATION, a Wisconsin corporation, with offices at West Bend, Wisconsin, and mortgagee named in a certain mortgage executed by MICHAEL D. ROSEN and SIDNEY J. FRIEDMAN, dated October 26, , 1973, and recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin, on the 30th day of October, 1973 ~~xxxxxxxxxxxxxxxxxxxxxxxxxxxx~~ as Document No. 4802386 hereby consents to the execution and recording and filing of the above and foregoing Declaration of Conditions, Covenants, Restrictions and Easements regarding SERVITE WOODS CONDOMINIUM HOMES, and hereby submits its mortgage above referred to, to the provisions of the above and foregoing Declaration and the Wisconsin Unit Ownership Act, Chapter 703 of the Wisconsin Statutes.

IN WITNESS WHEREOF, the said ZIEGLER FINANCING CORPORATION has caused this instrument to be signed by its duly authorized officers on its behalf.

Dated and executed at West Bend, Wisconsin, this 17th day of October, 1973.

ZIEGLER FINANCING CORPORATION

By Walter E. Mayer V.P.

By Alice Braeger

In the Presence Of:

Hilda Zuelsdorf

Alyce Kayser

STATE OF WISCONSIN)
) ss.
WASHINGTON COUNTY)

I, a notary public in and for said county and state, do hereby certify that Walter E. Mayer and Alice Krueger, _____ and _____, respectively, of ZIEGLER FINANCING CORPORATION, a Wisconsin corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice-President and Assistant Secretary appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 17th day of October, 1973.

Lelda Zuehlsdorf
Notary Public, State of Wisconsin

My Commission Expires 10/22/75

CONSENT OF MORTGAGE HOLDER

The W. R. GRACE LAND CORPORATION, a New York corporation, with offices at New York, New York, and mortgagee named in a certain mortgage executed by MICHAEL D. ROSEN and SIDNEY J. FRIEDMAN, dated November 14, 1972, and recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin, on the 17th day of November, 1972, ~~in Volume ____ of Records~~ as Document No. 4722026, hereby consents to the execution and recording and filing of the above and foregoing Declaration of Conditions, Covenants, Restrictions and Easements regarding SERVITE WOODS CONDOMINIUM HOMES, and hereby submits its mortgage above referred to, to the provisions of the above and foregoing Declaration and the Wisconsin Unit Ownership Act, Chapter 703 of the Wisconsin Statutes.

IN WITNESS WHEREOF, the said W. R. GRACE LAND CORPORATION has caused this instrument to be signed by its duly authorized officers on its behalf.

Dated and executed at New York, New York, this 19th day of October, 1973.

W. R. GRACE LAND CORPORATION

By George F. Mason, Jr., Pres.

By Egon R. Gerard, Ass't. Sec.

In the Presence of:

STATE OF NEW YORK)
) ss.
NEW YORK COUNTY)

I, a notary public in and for said county and state, do hereby certify that George F. Mason, Jr. and Egon R. Gerard, President and Assistant Secretary, respectively, of W. R. GRACE LAND CORPORATION, a New York corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Assistant Secretary appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 19th day of October, 1973.

Susan C. Lucarelli
Notary Public, State of New York

My Commission [illegible]

SUPPLEMENT TO DECLARATION OF CONDOMINIUM
OF
SERVITE WOODS CONDOMINIUM HOMES STAGE 2

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SUPPLEMENT
TO
DECLARATION OF CONDOMINIUM
OF
SERVITE WOODS CONDOMINIUM HOMES
STAGE 2

This Supplement, which is hereinafter referred to as "SUPPLEMENT", to the Declaration of Condominium of Servite Woods Condominium Homes, is made under the Wisconsin Unit Ownership Act, Chapter 703, Wisconsin Statutes, and under and pursuant to the provisions of the Declaration of Condominium of Servite Woods Condominium Homes dated October 16, 1973, and recorded in the Office of the Register of Deeds in and for Milwaukee County, Wisconsin on October 30, 1973, on Reel 753, Images 253 to 301 inclusive, as Document No. 4802390, which is hereinafter referred to as "DECLARATION", by Servite Woods Development Company, a Wisconsin Partnership, assignee of MICHAEL D. ROSEN and SIDNEY J. FRIEDMAN, which Partnership is hereinafter referred to as "DEVELOPER".

THEREFORE, "DEVELOPER", as the fee owner thereof, hereby declares that the property described in Exhibit A (which is a portion of the property described in Exhibit C of the original Declaration) shall be held, sold and conveyed subject to Chapter 703 of the Wisconsin Statutes.

ARTICLE I

DESCRIPTION OF BUILDINGS AND UNITS

Section 1. BUILDINGS.

A. There shall be three buildings containing two bi-level units each, nine buildings containing four bi-level units each, three buildings containing two tri-level units each and nine buildings containing four tri-level units each, in all, 24 buildings containing 84 units, added to Servite Woods Condominium Homes by this "SUPPLEMENT", making a total of 41 buildings containing 311 units.

5082232

(a) The units are described as follows:

REGISTER'S OFFICE
Milwaukee County, Wis.
RECORDED AT 9 15 AM
on MAR 14 1977 in
Reel 998 Image 987 to 1025 incl.
[signature]
REGISTER OF DEEDS

Bi-level Units. Each unit has a living area, dining area, kitchen, bath and dressing area on the entry level, with a bedroom area and another bath and dressing area and closet area on the upper level which is open and

70

overlooks the living area on the entry level, together with an enclosed garage with an overhead door and a basement area situated beneath on the lower level, all connected by fully contained stairways.

Tri-level Units. Each unit has a living area, dining area, kitchen, foyer and garage with an overhead door on the entry level (level 2), with a bedroom area, laundry, dressing and bath area on level 1, and a bedroom area, dressing and bath area, closet area and storage area on level 3, together with a basement area and crawl space, all connected by fully contained stairways. Level 2 is the entry level from the street and roadway. Level 1 is lower than level 2, and is situated above the crawl space. Level 3 is situated above level 1. The basement area is situated beneath level 2 (except garage).

(b) Buildings designated as numbers 22, 31 and 38 each contain two bi-level units situated adjacent to each other. Buildings designated 23, 24, 26, 28, 30, 33, 34, 41 and 42 each contain four bi-level units. Buildings 25, 27 and 29 each contain two tri-level units situated adjacent to each other, and buildings 21, 32, 35, 36, 37, 39, 40, 43 and 44 each contain four tri-level units.

(c) Each building and unit is specifically described by dimension and location on Exhibit B attached hereto and made a part of this "SUPPLEMENT". Each building containing bi-level units has two stories and a basement and is constructed principally of frame and brick. Each building containing tri-level units has three levels of living area and a basement and crawl space and is constructed principally of frame and brick.

B. The boundaries of each bi-level unit are as follows:

(a) "Unit" shall mean that part of the property subjected by this "SUPPLEMENT" to the Wisconsin Unit Ownership Act, including one or more cubicles of air at one or more levels of space or one or more areas or enclosed spaces located on one or more floors in a building.

(b) The upper boundary of each unit is the horizontal plane of the lower face of the joists supporting the ceiling on the uppermost level. The lower boundary is the horizontal plane of the lower face of the concrete basement floor and garage floor.

(c) The side boundaries of each unit are the vertical planes, the elevations of which coincide with the face of the studs supporting the drywall, and in basement areas the inner face of the block wall of the foundation of the building. Each door and window shall constitute a part of the unit.

(d) The foregoing boundaries extended to their intersection constitute the unit, together with all windows, window frames, doors, door jambs, and all glass in all windows and doors, and overhead garage door, together with an air conditioning compressor located in common area which shall bear the same identification as the unit.

C. The boundaries of each tri-level unit are as follows:

(a) "Unit" shall mean that part of the property subjected by this "SUPPLEMENT" to the Wisconsin Unit Ownership Act, including one or more cubicles of air at one or more levels of space or one or more areas or enclosed spaces located on one or more floors and/or levels in a building.

(b) The upper boundary of each unit is the horizontal plane of the lower face of the joists supporting the ceiling on the uppermost level. The lower boundary is the horizontal plane of the lower face of the concrete floor in the garage; basement area and crawl space.

(c) The side boundaries of all units are the vertical planes, the elevation of which coincide with the face of the studs supporting the drywall, and in basement areas the inner face of the block wall of the foundation of the building. The concrete block wall separating the basement area and the crawl space is not to be considered a part of the perimeter or side boundary. Each door and window shall constitute a part of the unit.

(d) The foregoing boundaries extended to their intersection constitute the unit, together with all windows, window frames, doors, door jambs, including glass in all windows and doors, and the overhead garage door, together with an air conditioning compressor located in common area which shall bear the same identification as the unit.

Section 2. INTERPRETATION OF PLANS. In interpreting the survey or floor plans or any deed or any other instrument affecting a building or unit, the boundaries of the buildings or unit constructed or reconstructed in substantial accordance with the survey and floor plans shall be conclusively presumed to be the actual boundaries rather than the description expressed in the survey or floor plans, regardless of settling or lateral movement of the buildings and regardless of minor variations between boundaries shown on the survey and floor plans and those of the buildings or unit as located and erected.

Section 3. COMMON AND LIMITED COMMON AREA. Every area, structure and facility which is not a unit is a Common Area or facility. Common Areas which are identified on Exhibit B as Limited Common Areas are limited for the exclusive use of the Owner or Owners of the unit to which they relate, subject to such rules and regulations as to manner of use and decoration of the Limited Common Areas as shall be established by the Association. A patio and outdoor parking space is provided for each unit and is designated as Limited Common Area on Exhibit B and bears the same identification as the unit.

Section 4. PERCENTAGE INTEREST IN COMMON AREAS. The ownership of each of the units described in this "SUPPLEMENT", as well as each of the units described in the "DECLARATION", includes a 1/311th undivided interest in all of the Common Areas described in this "SUPPLEMENT" and the "DECLARATION", and the same shall be conveyed with each of the units herein created. Further, and pursuant to Article IX, Section 2. of the "DECLARATION", the percentage of undivided interest in the Common Areas created and described in the "DECLARATION" is hereby adjusted to reflect the precise percentage interest in and to the Common Area appurtenant to each unit, namely: 1/311th interest therein per unit.

ARTICLE II

PROPERTY RIGHTS AND OBLIGATIONS OF OWNERS

Section 1. OWNERS EASEMENTS OF ENJOYMENT. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every unit.

Section 2. OWNERS RIGHT TO INGRESS AND EGRESS AND SUPPORT. Each Owner shall have the right to ingress and egress over, upon and across the Common Area necessary for access to his unit, and shall have the right to lateral support for his Unit and such rights shall be appurtenant to and pass with the title to each unit.

Section 3. USE OF UNITS.

A. Each unit shall be used exclusively for residential purpose. No individual or legal entity may own, directly or indirectly, more than one unit. This shall apply only to unit ownership after March 1, 1997. The Board of Directors has the power to make whatever rules it deems necessary to implement this paragraph. (Amended 3/1/97)

B. No room or area in any unit may be rented; no unit may be subdivided.

C. Where an owner personally occupies a unit for more than six months of each calendar year, such unit may be rented or leased, but not for a term of less than one month. If the owner does not personally occupy a unit for more than six months of each calendar year, the unit shall be deemed to be owned for investment purposes. Any leasing of said unit shall not be for less than a term of two consecutive years. Copies of all leases or notice of an oral rental agreement shall be delivered to the resident manager within five days after the lease is signed or oral rental is arranged. No lease or oral rental agreement shall relieve an owner from his obligation to pay Common Area charges or any other obligations imposed upon unit owners by the "DECLARATION" or this SUPPLEMENT.

D. Notwithstanding anything herein contained to the contrary, the Developer shall have the absolute right to use three units as and for a sales office and models, until such time as Developer shall in its sole discretion determine that such use of said units shall no longer be required for Developer's purposes.

E. Restrictions on the use and occupancy of units by children and pets are established by the By-Laws.

Section 4. USE OF COMMON AREA. There shall be no obstruction of the Common Area, nor shall anything be kept or stored on any part of the Common Area without the prior written consent of the Association except as specifically provided herein. Nothing shall be altered on, constructed in, or removed from the Common Area except upon the prior written consent of the Association. Developer shall have the absolute right to erect signs on the buildings to identify said sales office and models and place one or more signs in the Common Area designed to direct the general public and prospective purchasers from the public roads through the development to said sales office and models.

Section 5. PARKING RIGHTS. Every Owner shall park his vehicle in the space or spaces designated with the same identification as his unit and in no other portion in the Common or Limited Common Area.

ARTICLE III

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

The terms and provisions contained in Article III of the "DECLARATION" are hereby reiterated as though fully set forth herein and are attached hereto for reference and convenience as a part of Exhibit C.

ARTICLE IV

RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

The terms and provisions contained in Article IV of the "DECLARATION" are hereby reiterated as though fully set forth herein and are attached hereto for reference and convenience as a part of Exhibit C.

ARTICLE V

COVENANT FOR ASSESSMENTS

The terms and provisions contained in Article V of the "DECLARATION" are hereby reiterated as though fully set forth herein and are attached hereto for reference and convenience as a part of Exhibit C.

ARTICLE VI

ENCROACHMENTS

The terms and provisions contained in Article VI of the "DECLARATION" are hereby reiterated as though fully set forth herein and are attached hereto for reference and convenience as a part of Exhibit C.

ARTICLE VII

RECONSTRUCTION OR REPAIR

The terms and provisions contained in Article VII of the "DECLARATION" are hereby reiterated as though fully set forth herein and are attached hereto for reference and convenience as a part of Exhibit C.

ARTICLE VIII

INSURANCE

The terms and provisions contained in Article VIII of the "DECLARATION" are hereby reiterated as though fully set forth herein and are attached hereto for reference and convenience as a part of Exhibit C.

ARTICLE IX

EASEMENTS

Pending the completion and sale of all of the units on all of the condominium property to which this "SUPPLEMENT" is applicable, as described on Exhibit A attached hereto, as well as the completion and sale of all of the units on all of the condominium property to which the original Declaration of Condominium is applicable, as described on Exhibit D attached hereto, "DEVELOPER" may use the Common Areas and facilities and any unsold units on the condominium property as may, in the sole judgment of "DEVELOPER", facilitate the completion and sale of all units, and "DEVELOPER" reserves unto itself the right to grant easements upon, over, through and across the Common Areas and facilities as may be required for the furnishing of any kind of utility services, and "DEVELOPER" may grant easements upon, over, through and across the Common Areas and facilities for the purpose of providing ingress and egress to and from the condominium property and other real property adjacent thereto.

ARTICLE X

STAGED DEVELOPMENT

Section 1. STAGE ONE. Stage one has been constructed by Developer and consists of five garden apartment buildings and 12 town house buildings as more fully described in the "DECLARATION" and contains 227 units.

Section 2. STAGE TWO. Stage two to be constructed initially by Developer as more fully set forth in this "SUPPLEMENT", consists of 24 buildings and 84 units all of which are described on Exhibit B.

Section 3. SUBSEQUENT STAGES. Developer expressly reserves unto itself, its successors and assigns, the right to annex to the plan of condominium ownership, which is the subject of the DECLARATION, at any time and from time to time through December 31, 1983, all or any portion of the property described in Exhibit D attached hereto.

There may be constructed on the property described in Exhibit D, as so annexed, up to a maximum of 788 additional units in garden apartments and/or town houses of generally comparable quality and compatible design as located on the condominium property preceding the annexation. Annexation may be in successive stages as determined by Developer from time to time. The units on such annexed real estate and their owners and the Common Areas and facilities thereon shall be subject to, and shall be entitled to, the benefits of all the By-laws of the Association, and the rules, regulations, decisions and resolutions as may from time to time be adopted by the Association in accordance with its By-Laws. Upon each annexation as aforesaid, the percentage of undivided interest in the Common Area and facilities appertaining to each unit shall be adjusted as follows: Each unit's percentage of ownership in the Common Areas shall be the number one (1) divided by the total number of units then subject to the DECLARATION and all Supplements thereto.

The right of annexation herein created and reserved unto Developer, its successors and assigns, shall be exercised by the recording of an additional Supplement or Supplements to the DECLARATION in the Office of the Register of Deeds for Milwaukee County, Wisconsin. Such a Supplement or Supplements to the DECLARATION shall not be deemed an amendment to the DECLARATION within the meaning of Article X, Section 3, thereof following. Nothing contained in the DECLARATION

or this SUPPLEMENT shall be construed so as to create any obligation on behalf of Developer, its successors and assigns, to effectuate any annexation. By acceptance of a Deed of conveyance of a unit, the Grantee of such unit and each successor in title to such unit shall, in the event of an annexation as aforesaid, be deemed to consent and agree to the adjustment in the percentage of undivided interest in the Common Areas and facilities appertaining to such unit as aforesaid; and Developer, its successors and assigns, shall have, in the event of such an annexation, the right, power and authority to execute and deliver, on behalf of the Grantee and each successor in title to such unit, such instruments, if any, as may be required to effectuate such annexation and adjustment in the percentage of undivided interest in the Common Areas and facilities.

ARTICLE XI

GENERAL PROVISIONS

The terms and provisions contained in Article X, Sections 1, 2 and 3 of the "Declaration" are reiterated as though fully set forth herein and are attached hereto for reference and convenience as a part of Exhibit C.

Section 1. REGISTERED AGENT FOR SERVICE OF PROCESS. The initial registered agent for service of process shall be MICHAEL D. ROSEN, 4801 West Bradley Road, Brown Deer, Wisconsin 53223. Change of agent for service of process may be accomplished by resolution of the Board of Directors of the Association and upon proper filing of said name with the Register of Deeds of Milwaukee County.

IN WITNESS WHEREOF, the said SERVITE WOODS DEVELOPMENT COMPANY, a Wisconsin partnership, has executed this Supplement to the Declaration of Condominium of Servite Woods Condominium Homes dated October 16, 1973 and recorded October 30, 1973 as hereinabove set forth as of this 28 day of February, 1977.

SERVITE WOODS DEVELOPMENT COMPANY

By Michael D. Rosen
General Partner

By John J. Gilmore
General Partner

Signatures of MICHAEL D. ROSEN and SIDNEY J. FRIEDMAN, General Partners of SERVITE WOODS DEVELOPMENT COMPANY, a limited partnership, authenticated this 28 day of February, 1977.

HOWARD B. SCHOENFELD,
Title: Member State Bar of Wisconsin or other Party Authorized under Sec. 706.06 viz.

(12)

This instrument was drafted by
ROBERT B. PEREGRINE, of
PEREGRINE, MARCUVITZ, CAMERON
& PELTIN, S.C.,

CONSENT OF MORTGAGE HOLDER

GUARANTY SAVINGS & LOAN ASSOCIATION, a Wisconsin corporation, with offices at Milwaukee, Wisconsin, and mortgagee named in a certain mortgage executed by SERVITE WOODS DEVELOPMENT COMPANY, a Wisconsin Partnership, dated December 29, 1976, and recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin, on the 7th day of January, 1977, in Reel 986, Images 754 and 755, as Document No. 5067704, hereby consents to the execution and recording of the foregoing SUPPLEMENT TO THE DECLARATION OF CONDOMINIUM OF SERVITE WOODS CONDOMINIUM HOMES, dated October 16, 1973, and recorded on October 30, 1973, in Reel 753, Image 253 to 301 incl., as Document No. 4802390, and hereby submits its mortgage above referred to, to the provisions of the above and foregoing SUPPLEMENT to said Declaration and the Wisconsin Unit Ownership Act, Chapter 703 of the Wisconsin Statutes.

IN WITNESS WHEREOF, GUARANTY SAVINGS & LOAN ASSOCIATION, has caused this instrument to be signed by its duly authorized officers on its behalf.

Dated and executed at Milwaukee, Wisconsin, this 4th day of March, 1977.

GUARANTY SAVINGS & LOAN ASSOCIATION

By _____
Gerald J. Levy

Attest:

By _____
Ben H. Ulevich, Sr. Vice Pres.

STATE OF WISCONSIN)
) SS.
COUNTY OF MILWAUKEE)

I, a Notary Public in and for said county and state, do hereby certify that Gerald J. Levy, President, and Ben H. Ulevich, Sr. Vice Pres., of GUARANTY SAVINGS & LOAN ASSOCIATION, a Wisconsin corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President & and Sr. Vice Pres, appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 4th day of March, 1977.

Bruce K. Andrich
Notary Public, State of Wisconsin
My Commission: April 1, 1979

CONSENT OF MORTGAGE HOLDER

GUARANTY SAVINGS & LOAN ASSOCIATION, a Wisconsin corporation, with offices at Milwaukee, Wisconsin, and mortgagee named in a certain mortgage executed by SERVITE WOODS DEVELOPMENT COMPANY, a Wisconsin Partnership, dated November 17, 1976, and recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin, on the 18th day of November, 1976, in Reel 975, Image 755, as Document No. 5055871, hereby consents to the execution and recording of the foregoing SUPPLEMENT TO THE DECLARATION OF CONDOMINIUM OF SERVITE WOODS CONDOMINIUM HOMES, dated October 16, 1973, and recorded on October 30, 1973, in Reel 753, Image 253 to 301 incl., as Document No. 4802390, and hereby submits its mortgage above referred to, to the provisions of the above and foregoing SUPPLEMENT to said Declaration and the Wisconsin Unit Ownership Act, Chapter 703 of the Wisconsin Statutes.

IN WITNESS WHEREOF, GUARANTY SAVINGS & LOAN ASSOCIATION, has caused this instrument to be signed by its duly authorized officers on its behalf.

Dated and executed at Milwaukee, Wisconsin, this 4th day of March, 1977.

GUARANTY SAVINGS & LOAN ASSOCIATION

By _____
Gerald J. Levy, President

Attest:

By _____
Ben H. Ulevich, Sr. Vice Pres.

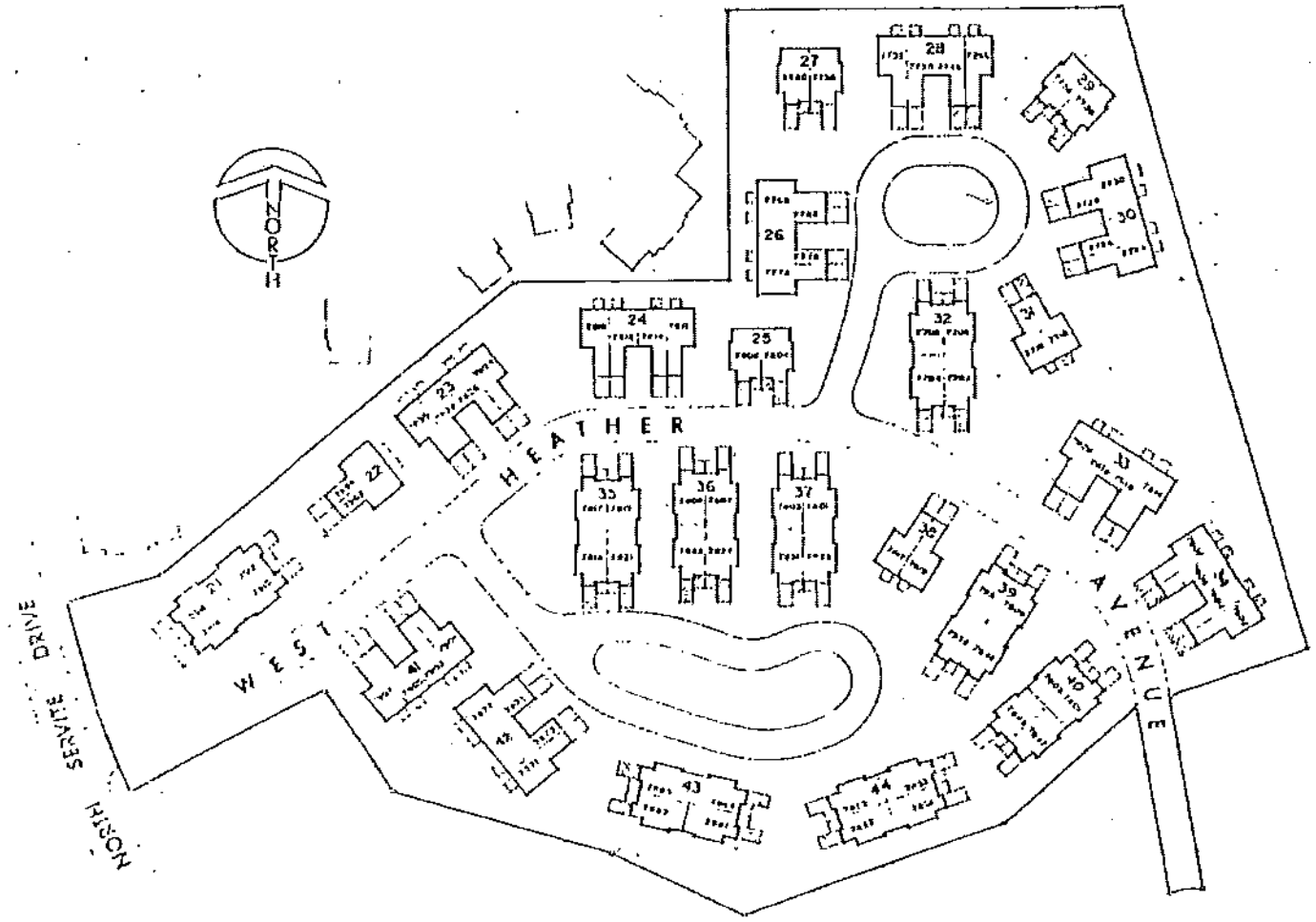
STATE OF WISCONSIN)
) SS.
COUNTY OF MILWAUKEE)

I, a Notary Public in and for said county and state, do hereby certify that Gerald J. Levy, President, and Ben H. Ulevich, Sr. Vice Pres., of GUARANTY SAVINGS & LOAN ASSOCIATION, a Wisconsin corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Sr. Vice Pres, appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 4th day of March, 1977.

Bruce K. Andrich
Notary Public, State of Wisconsin
My Commission: Expires 1, 1979

EXHIBIT A



LIMITED COMMON AREA

CERTIFICATION

I JOHN BANNON SHEPHERD, AN ARCHITECT DULY LICENSED BY THE STATE OF WISCONSIN, DO HEREBY CERTIFY THE DOCUMENTS APPEARING HEREON TO BE AN ACCURATE REPRESENTATION OF THE CONSTRUCTION PLANS AS FILED WITH THE BUILDING INSPECTION DEPARTMENT IN THE CITY OF MUSKEGO, WISCONSIN

JOHN BANNON SHEPHERD
ARCHITECT STATE OF WISCONSIN

NOTARIZATION

SUBSCRIBED & SWORN TO BEFORE ME THIS ____ DAY OF _____, 19__

NOTARY PUBLIC STATE OF WISCONSIN

MY COMMISSION EXPIRES 22 OCTOBER 1977

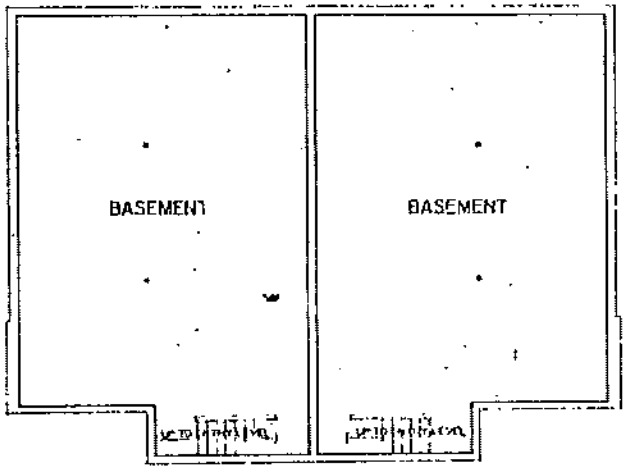
SITE DEVELOPMENT PLAN

INDICATING BUILDING LOCATIONS & STREET ADDRESSING SYSTEMS

EXHIBIT B

REEL 998 IMAGE 1002

Exhibit B consists of 15 pages.



CERTIFICATION

I, JOHN BARRON SHEPHERD, AN ARCHITECT DULY LICENSED BY THE STATE OF WISCONSIN, DO HEREBY CERTIFY THE ORIGINAL APPLANUS HEREON TO BE AN ACCURATE REPRESENTATION OF THE CONSTRUCTION PLANS AS FILED WITH THE BUILDING INSPECTION DEPARTMENT IN THE CITY OF MILWAUKEE, WISCONSIN

JOHN BARRON SHEPHERD
ARCHITECT STATE OF WISCONSIN

NOTARIZATION

SUBSCRIBED & SWORN TO BEFORE ME
THIS 11 DAY OF July 1977

CAROLE P. HOFF
NOTARY PUBLIC STATE OF WISCONSIN

MY COMMISSION EXPIRES 23 OCTOBER 1977

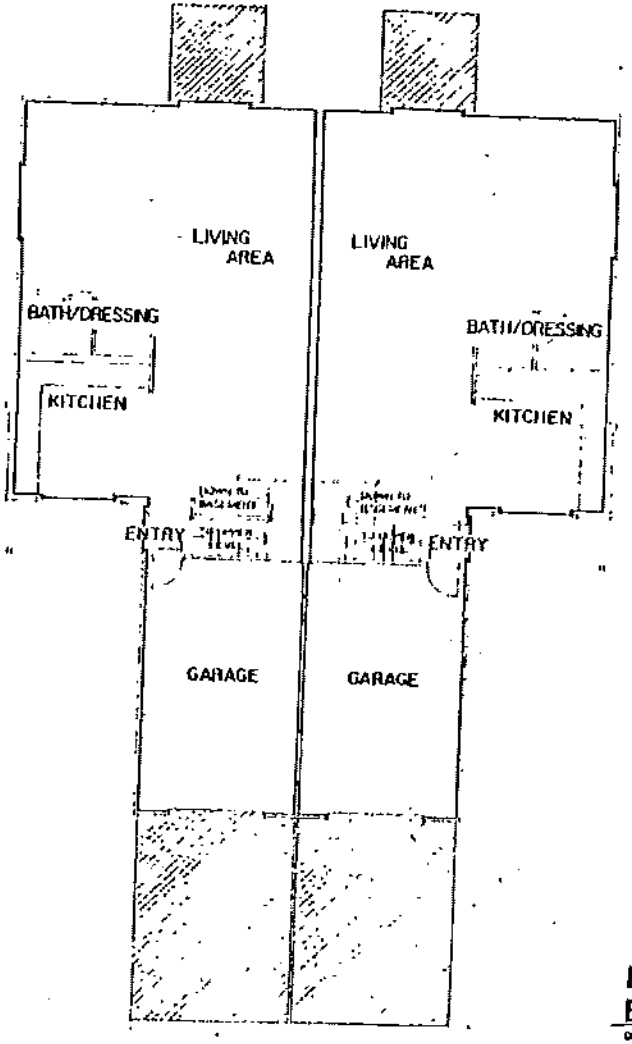
BI • LEVEL ☐ TWO • UNIT

BASEMENT PLAN 2

BUILDINGS ☐ 22 31 & 38

EXHIBIT B

REEL 998 IMAGE 1003



LIMITED COMMON AREA

CERTIFICATION

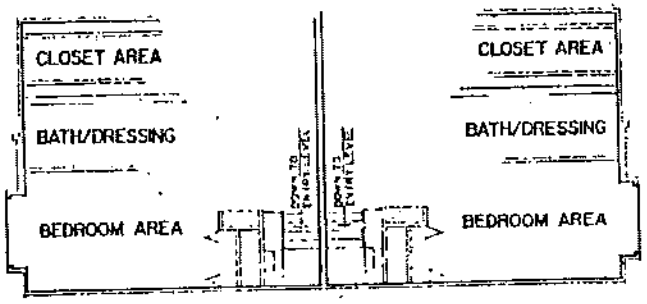
NOTARIZATION

BI • LEVEL ☐ TWO • UNIT
ENTRY LEVEL PLAN 3

DRAWINGS 21 22 31 & 38

EXHIBIT B

REEL 998 IMAGE 1004



CERTIFICATION

I, JOHN BARRON SHEPHERD, AN ARCHITECT DULY LICENSED BY THE STATE OF WISCONSIN, DO HEREBY CERTIFY THE DOCUMENTS APPEARING HEREON TO BE AN ACCURATE REPRESENTATION OF THE CONSTRUCTION PLANS AS FILED WITH THE BUILDING INSPECTION DEPARTMENT IN THE CITY OF MILWAUKEE, WISCONSIN.

JOHN BARRON SHEPHERD
ARCHITECT STATE OF WISCONSIN

NOTARIZATION

SUBSCRIBED & SWORN TO BEFORE ME THIS 22 DAY OF [illegible] 1977

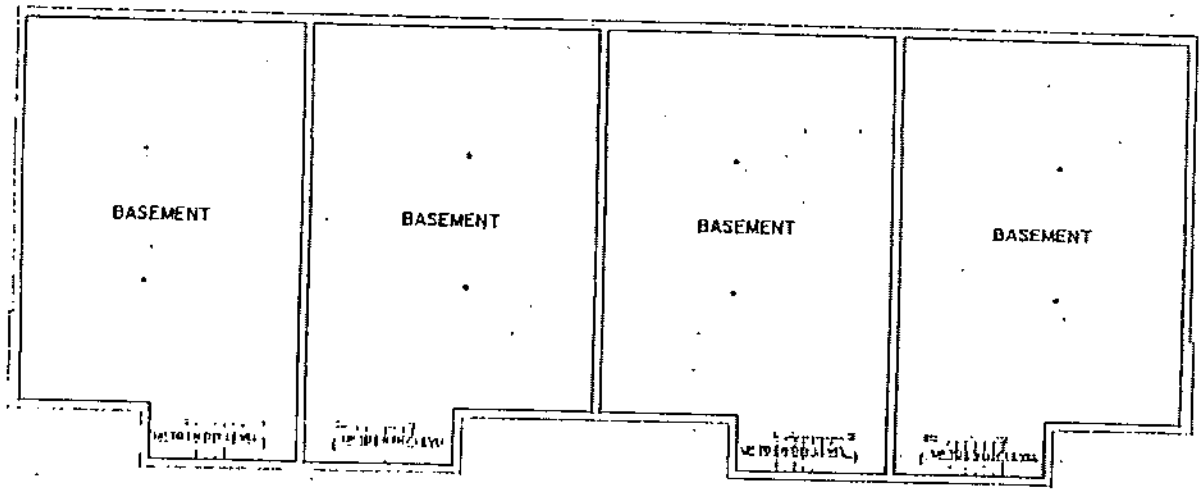
CAROLE F. HOPP
NOTARY PUBLIC STATE OF WISCONSIN

MY COMMISSION EXPIRES 13 OCTOBER 1977

BI - LEVEL ☐ TWO - UNIT
UPPER LEVEL PLAN

4
EXHIBIT 8

BUILDINGS 22 31 & 34



CERTIFICATION

I, JOHN RAYMOND SHEPHERD, AN ARCHITECT DULY LICENSED BY THE STATE OF WISCONSIN, DO HEREBY CERTIFY THE DOCUMENTS APPEARING HEREON TO BE AN ACCURATE REPRESENTATION OF THE CONSTRUCTION PLANS AS FILED WITH THE BUILDING INSPECTION DEPARTMENT IN THE CITY OF MILWAUKEE, WISCONSIN

JOHN RAYMOND SHEPHERD
ARCHITECT STATE OF WISCONSIN

NOTARIZATION

SUBSCRIBED & SWORN TO BEFORE ME
THIS 21 DAY OF January 1977

NOTARY PUBLIC STATE OF WISCONSIN

MY COMMISSION EXPIRES 21 OCTOBER 1978

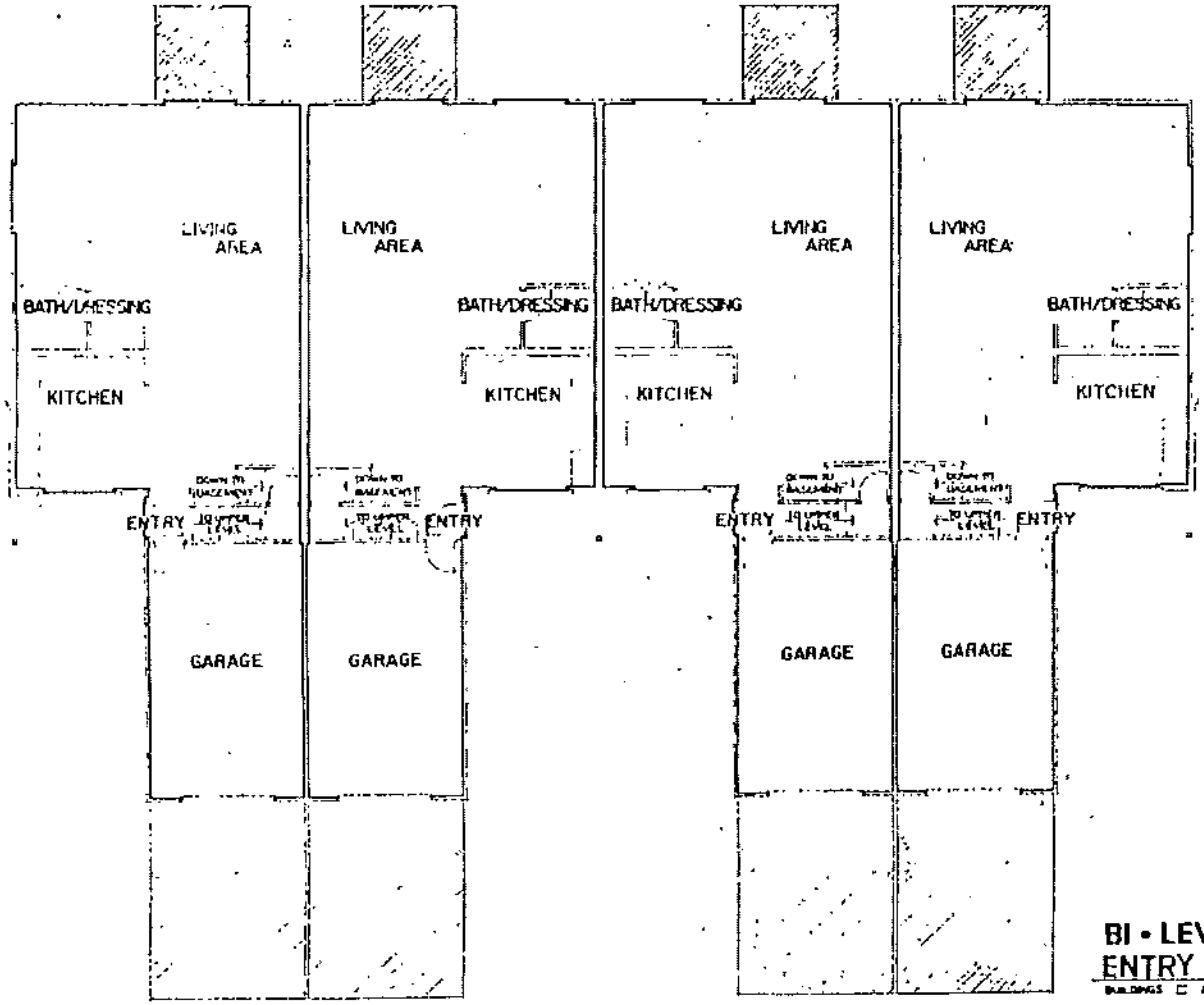
REEL 998 IMAGE 1006

BI - LEVEL ☐ FOUR - UNIT

BASEMENT PLAN 5

BUILDINGS 01 23 24 26 28 30 33 34 41 & 42

EXHIBIT B



LIMITED COMMON AREA

CERTIFICATION

I, JOHN BARRON SHERHEAD, AN ARCHITECT DULY LICENSED BY THE STATE OF WISCONSIN, DO HEREBY CERTIFY THE DOCUMENTS APPEARING HEREON TO BE AN ACCURATE REPRESENTATION OF THE CONSTRUCTION PLANS AS FILED WITH THE BUILDING INSPECTION DEPARTMENT IN THE CITY OF MILWAUKEE WISCONSIN

JOHN BARRON SHERHEAD
ARCHITECT STATE OF WISCONSIN

NOTARIZATION

SUBSCRIBED & SWORN TO BEFORE ME THIS 1 DAY OF February 1977

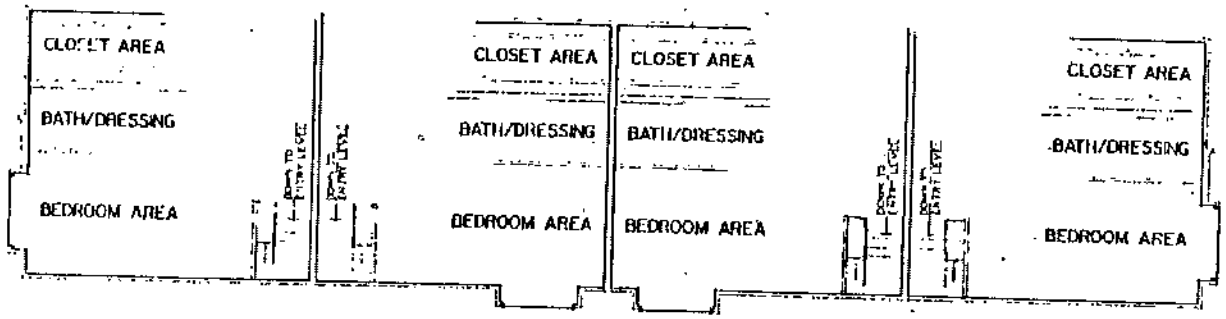
LANDLE P. HOPP
NOTARY PUBLIC STATE OF WISCONSIN

MY COMMISSION EXPIRES 22 OCTOBER 1977

BI • LEVEL ☐ FOUR • UNIT
ENTRY LEVEL PLAN 6

BUILDINGS ☐ 23 24 26 28 30 33 34 41 & 42 EXHIBIT B

REEL 998 IMAG 1007



CERTIFICATION

I, [illegible], AN ARCHITECT DULY LICENSED BY THE STATE OF WISCONSIN, DO HEREBY CERTIFY THE DOCUMENTS APPEARING HEREON TO BE AN ACCURATE REPRESENTATION OF THE CONSTRUCTION PLANS AS FILED WITH THE BUILDING INSPECTION DEPARTMENT IN THE CITY OF MILWAUKEE, WISCONSIN.

[illegible]
ARCHITECT STATE OF WISCONSIN

NOTARIZATION

SUBSCRIBED & SWORN TO BEFORE ME THIS [illegible] DAY OF [illegible], 1977

[illegible]
NOTARY PUBLIC STATE OF WISCONSIN

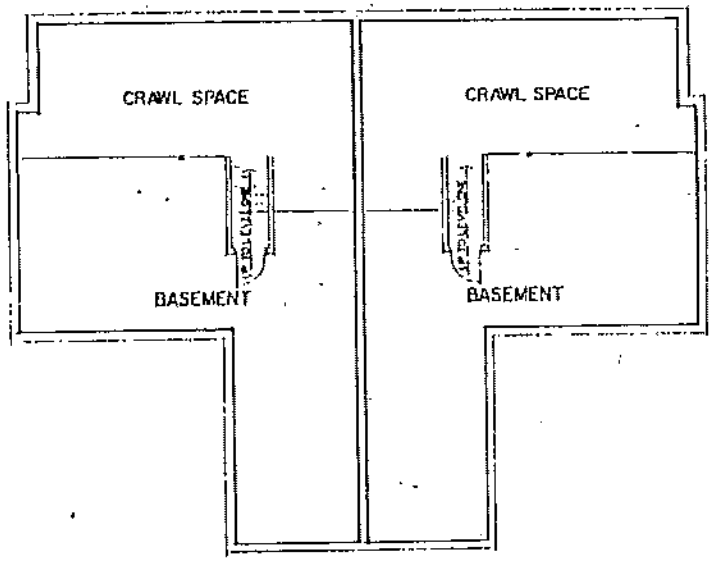
MY COMMISSION EXPIRES [illegible]

REEL 998 IMAGE 1008

BI • LEVEL ☐ FOUR • UNIT
UPPER LEVEL PLAN 7

BUILDINGS 12 23 24 28 29 30 33 34 41 & 42

EXHIBIT B



CERTIFICATION

I, JOHN BARRON SHEPHERD, AN ARCHITECT DULY LICENSED BY THE STATE OF WISCONSIN, DO HEREBY CERTIFY THE DOCUMENTS APPEARING HEREON TO BE AN ACCURATE REPRESENTATION OF THE CONSTRUCTION PLANS AS FILED WITH THE BUILDING INSPECTION DEPARTMENT IN THE CITY OF MILWAUKEE WISCONSIN

JOHN BARRON SHEPHERD
ARCHITECT - STATE OF WISCONSIN

NOTARIZATION

SUBSCRIBED & SWORN TO BEFORE ME
THIS ____ DAY OF _____ 1977

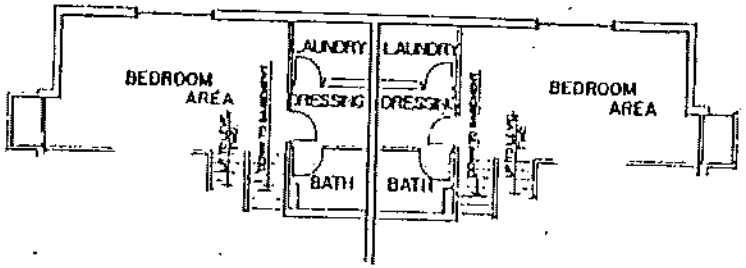
CAROLE P. HOPP
NOTARY PUBLIC STATE OF WISCONSIN

MY COMMISSION EXPIRES 23 OCTOBER 1977

REEL 998 IMAGE 009

TRI • LEVEL ☐ TWO • UNIT
BASEMENT PLAN 8

BUILDINGS 23 25 27 & 29 EXHIBIT B



CERTIFICATION

I, JOHN BARTON SHEPHERD, AN ARCHITECT DULY LICENSED BY THE STATE OF WISCONSIN, DO HEREBY CERTIFY THE DOCUMENTS APPEARING HEREON TO BE AN ACCURATE REPRESENTATION OF THE CONSTRUCTION PLANS AS FILED WITH THE BUILDING INSPECTION DEPARTMENT IN THE CITY OF MILWAUKEE WISCONSIN

JOHN BARTON SHEPHERD
ARCHITECT - STATE OF WISCONSIN

NOTARIZATION

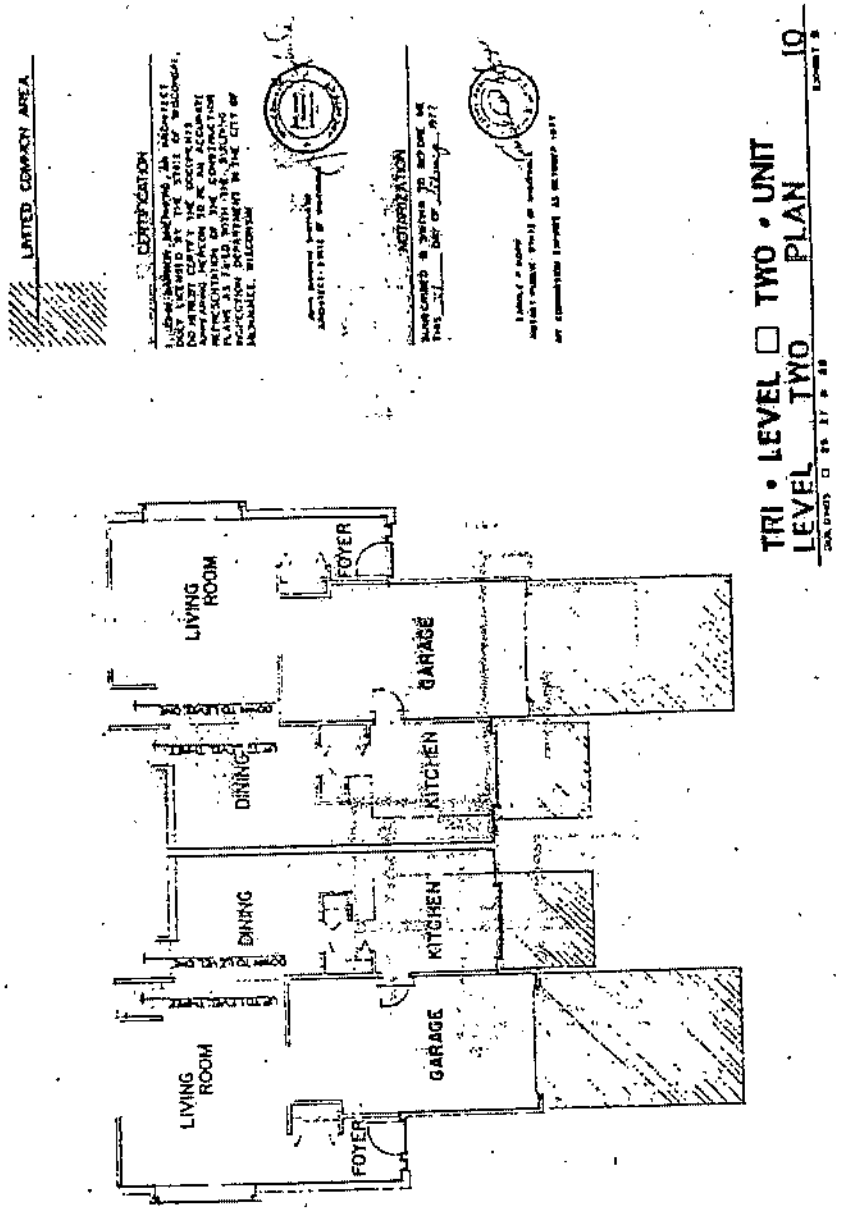
SUBSCRIBED & SWORN TO BEFORE ME THIS 11 DAY OF February 1977

CAROLE P. HAPP
NOTARY PUBLIC STATE OF WISCONSIN

MY COMMISSION EXPIRES AS DEFINED 1977

TRI • LEVEL ☐ TWO • UNIT
LEVEL ONE PLAN 9
BUILDINGS ☐ 25 27 & 29 EXHIBIT B

REEL 998 IMAG 1010


LIMITED COMMON AREA
CERTIFICATION
NOTIFICATION
TRI • LEVEL ☐ TWO • UNIT
LEVEL TWO PLAN
10
LIVING ROOM
FOYER
GARAGE
DINING
KITCHEN
DINING
KITCHEN
GARAGE
LIVING ROOM
FOYER

TRI • LEVEL ☐ TWO • UNIT
LEVEL THREE PLAN 11

AMENDMENT TO DECLARATION OF CONDOMINIUM
AND SUPPLEMENT THERETO OF
SERVITE WOODS CONDOMINIUM HOMES

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REEL 1019 IMAG 1493

5105940

REGISTER'S OFFICE
Milwaukee County, Wis. } SS
RECORDED AT 9 40 PM
on JUN - 2 1977 in 1493
Reel 1019 Image to 1515
REGISTER OF DEEDS

AMENDMENT TO

DECLARATION OF CONDOMINIUM

AND SUPPLEMENT THERETO

OF

SERVITE WOODS CONDOMINIUM HOMES

By resolution of the members of the Servite Woods Homes Association, Inc., a Corporation organized under Chapter 181 Wisconsin Statutes and whose membership consist of all owners of the units subject to the Declaration of Condominium and Supplement thereto of Servite Woods Condominium Homes, the original having been dated October 16, 1973 and recorded on October 30, 1973 on Reel 753, Images 253-301 inclusive, Document No. 4802390, and the Supplement to the Declaration dated February 28, 1977 and recorded on March 14, 1977 on Reel 998, Images 987-1025 inclusive, Document No. 5082232, was amended as follows, to-wit:

ARTICLE I

REVISED DESCRIPTION OF BUILDINGS AND UNITS

1. Article I, Section 1.A, (b) of the DECLARATION is amended to read and provide as follows:

> Buildings designated as numbers 6, 7, 8 and 9 each have two connected wings (one designated "A" wing and the other designated "B" wing). Each "A" wing of each building and each "B" wing of each building contains four

JUN-2-77 003545 5105940 D 2.1.2 *54

ARTICLE II

REVISION OF EXHIBITS

1. The following exhibits to the DECLARATION are hereby deleted:

Exhibit A

Exhibit B, page 1

Exhibit B, page 2

Exhibit B, page 3

Exhibit B, page 5

Exhibit B, page 7

Exhibit B, page 8

Exhibit B, page 9

Exhibit B, page 10

and the following exhibits are substituted therefor and made a part of the DECLARATION:

"Exhibit A Revised 3/25/77"

"Exhibit B, page 1 Revised 3/25/77"

"Exhibit B, page 2 Revised 3/25/77"

"Exhibit B, page 3 Revised 3/25/77"

"Exhibit B, page 5 Revised 3/25/77"

"Exhibit B, page 7 Revised 3/25/77"

"Exhibit B, page 8 Revised 3/25/77"

"Exhibit B, page 9 Revised 3/25/77"

"Exhibit B, page 10 Revised 3/25/77"

In the event that seventy-five percent (75%) or more of the buildings and other improvements above the foundation level are destroyed by fire or other casualty and the casualty insurance proceeds insuring same are insufficient to effect complete and total reconstruction of the buildings and/or improvements damaged, the Board of Directors shall arrange for the prompt repair and/or reconstruction, as the case may be. Any portion of the cost of such repair and/or reconstruction of the damaged buildings and/or improvements not covered by the insurance proceeds shall be a common expense of all unit owners, unless a determination not to reconstruct or repair is made by an affirmative vote of fifty-one percent (51%) of the eligible voters. If fifty-one percent (51%) of the members of the Association vote not to reconstruct or repair within ninety (90) days, then the provisions of Chapter 703, Section 703.26 Wisconsin Statutes of 1973 shall apply, except that the net proceeds of insurance for a building shall first be distributed to owners of destroyed units in proportion to the ratio of the most current appraised

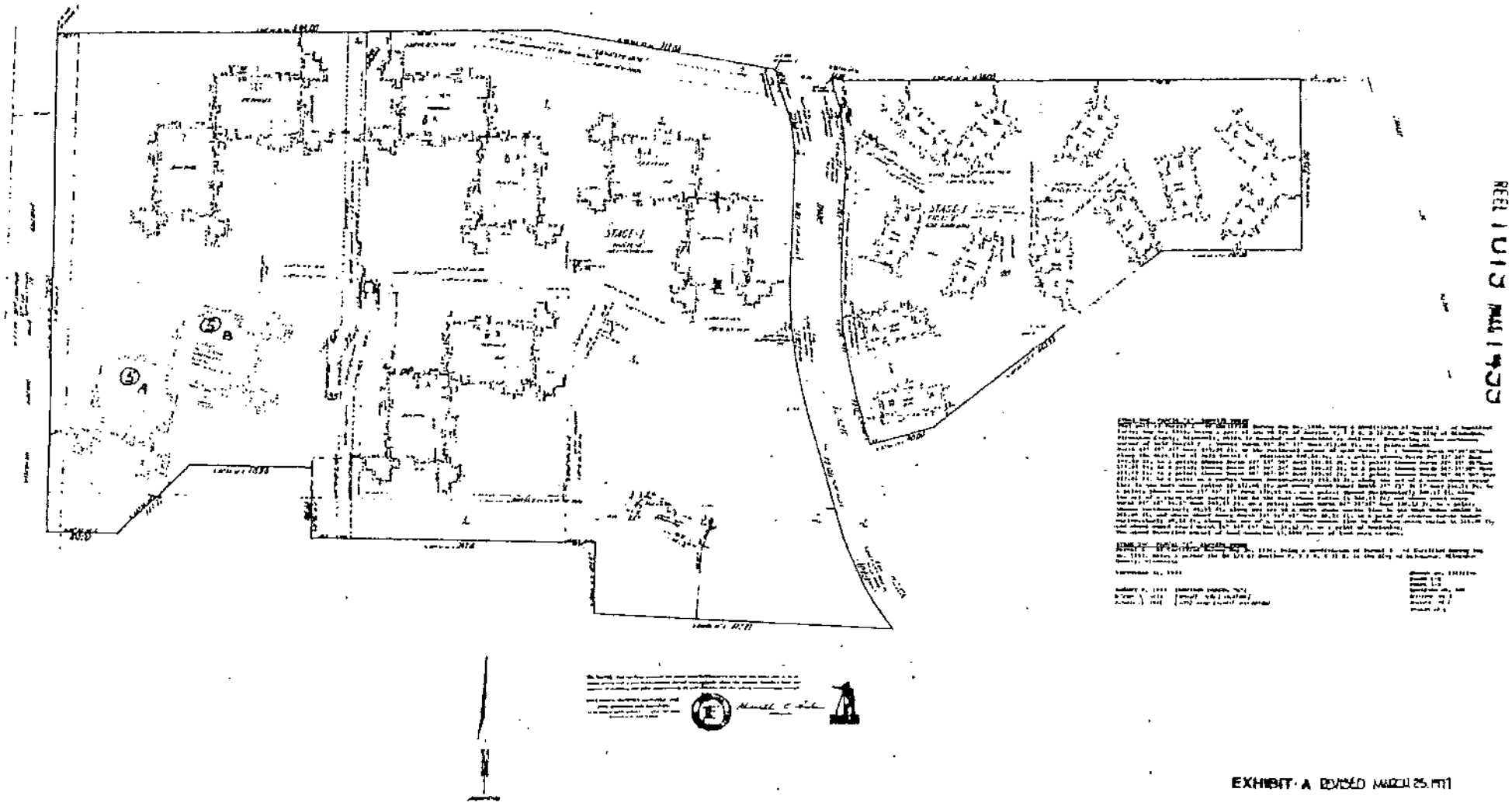
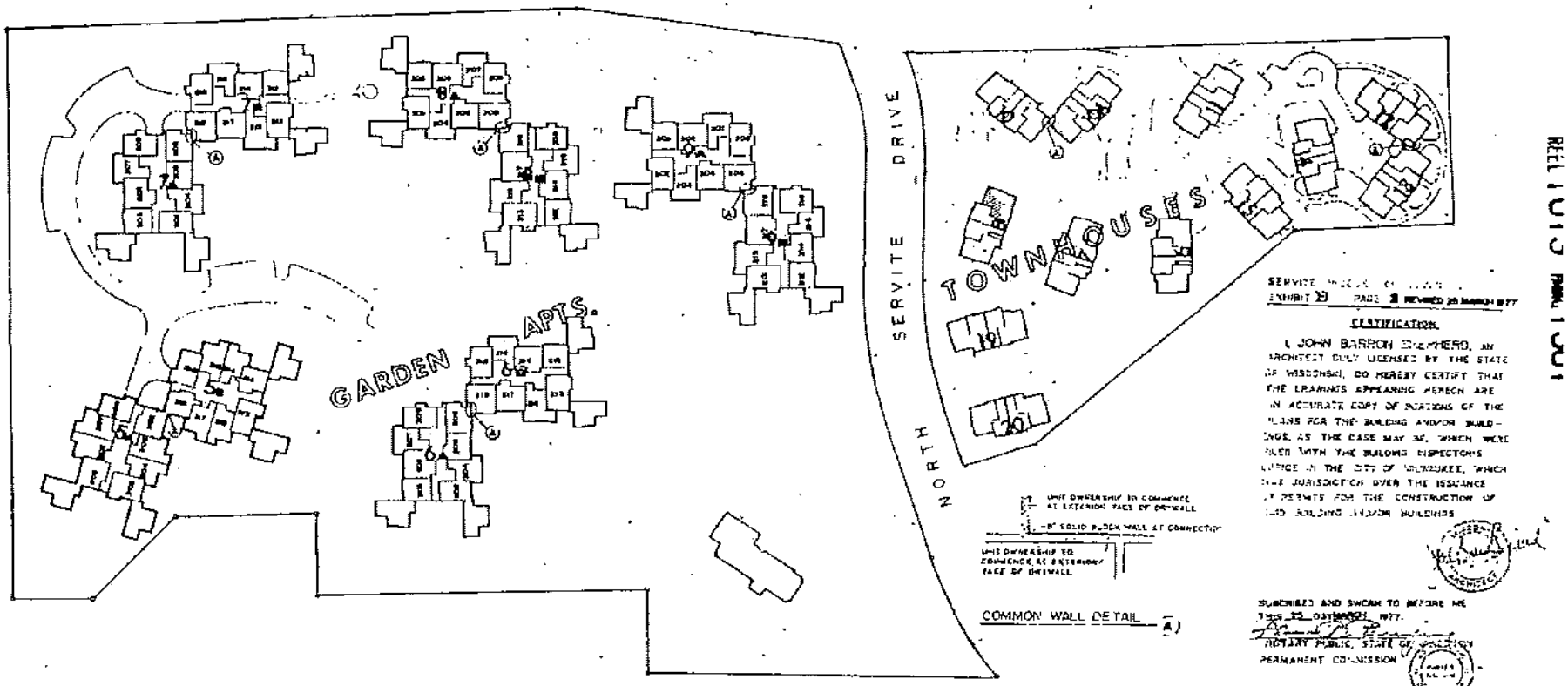


EXHIBIT A REVISED MARCH 25, 1971

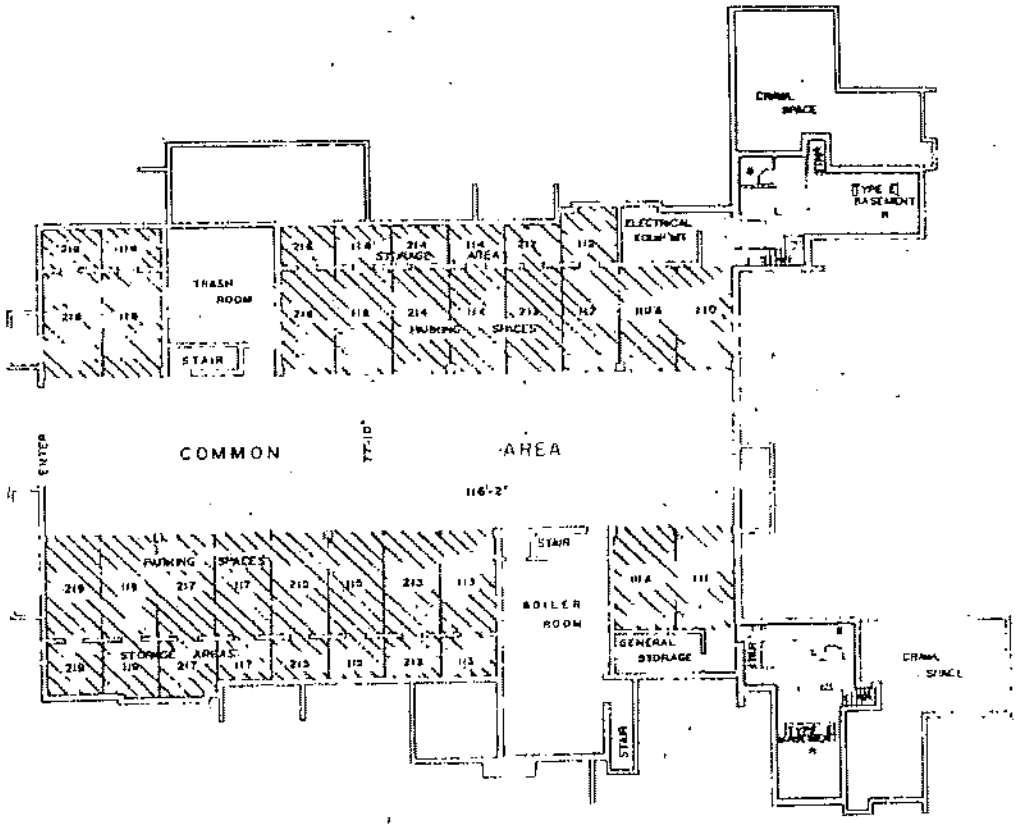
REEL 1013 MAI 1453



SITE PLAN

SHOWING SECOND FLOOR IDENTIFICATION NUMBERS

REEL 1013 IMAGE 1001



UNDERGROUND PARKING

GARDEN APT. BLDG.
B WING

EXHIBIT B PAGE 5 REVISED 28 MARCH 1977

CERTIFICATION

LIMITED COMMON AREA

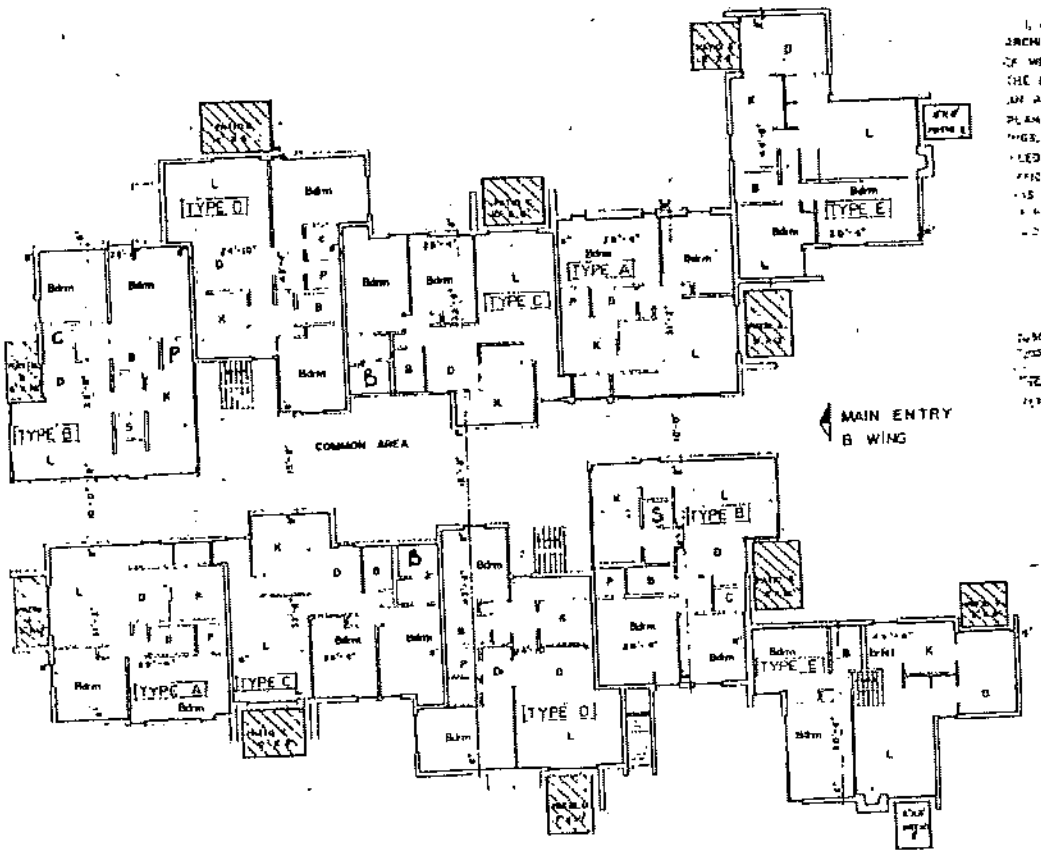
SERVITE WOODS CONDOMINIUMS
EXHIBIT B PAGE 3 REVISED 29 MARCH 1977

CERTIFICATION

I, JOHN BARRON SHEPHERD, AN ARCHITECT DULY LICENSED BY THE STATE OF WISCONSIN, DO HEREBY CERTIFY THAT THE DRAWINGS APPEARING HEREON ARE AN ACCURATE COPY OF PORTIONS OF THE PLANS FOR THE BUILDING AND/OR BUILDINGS, AS THE CASE MAY BE, WHICH WERE FILED WITH THE BUILDING INSPECTOR'S OFFICE IN THE CITY OF WAUKESHA, WHICH HAS JURISDICTION OVER THE ISSUANCE OF PERMITS FOR THE CONSTRUCTION OF THE BUILDING AND/OR BUILDINGS

SUBSCRIBED AND SWORN TO BEFORE ME THIS 29 DAY OF MARCH, 1977

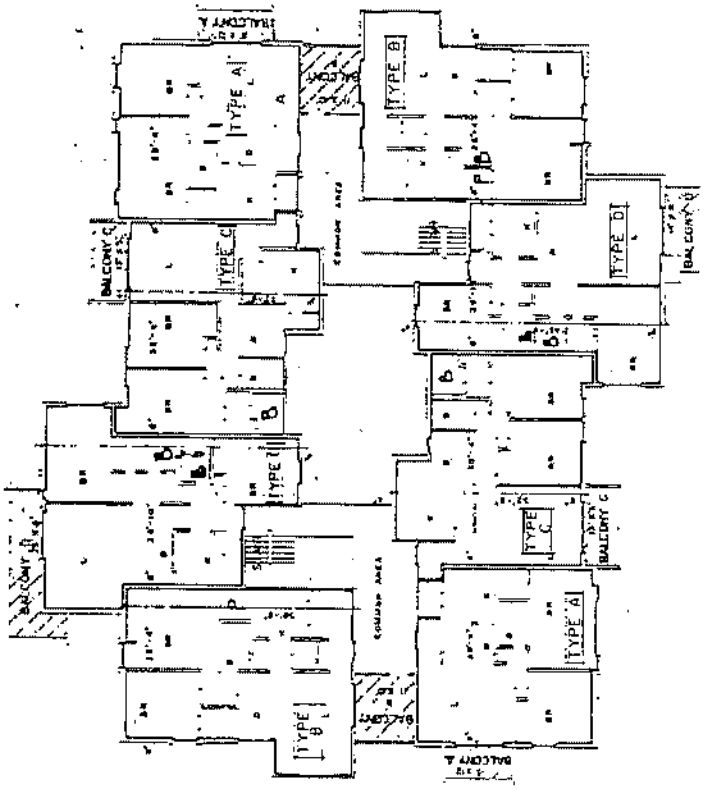
NOTARY PUBLIC, STATE OF WISCONSIN
PERMANENT COMMISSION



FIRST FLOOR
BLDGS 4,7,8,9

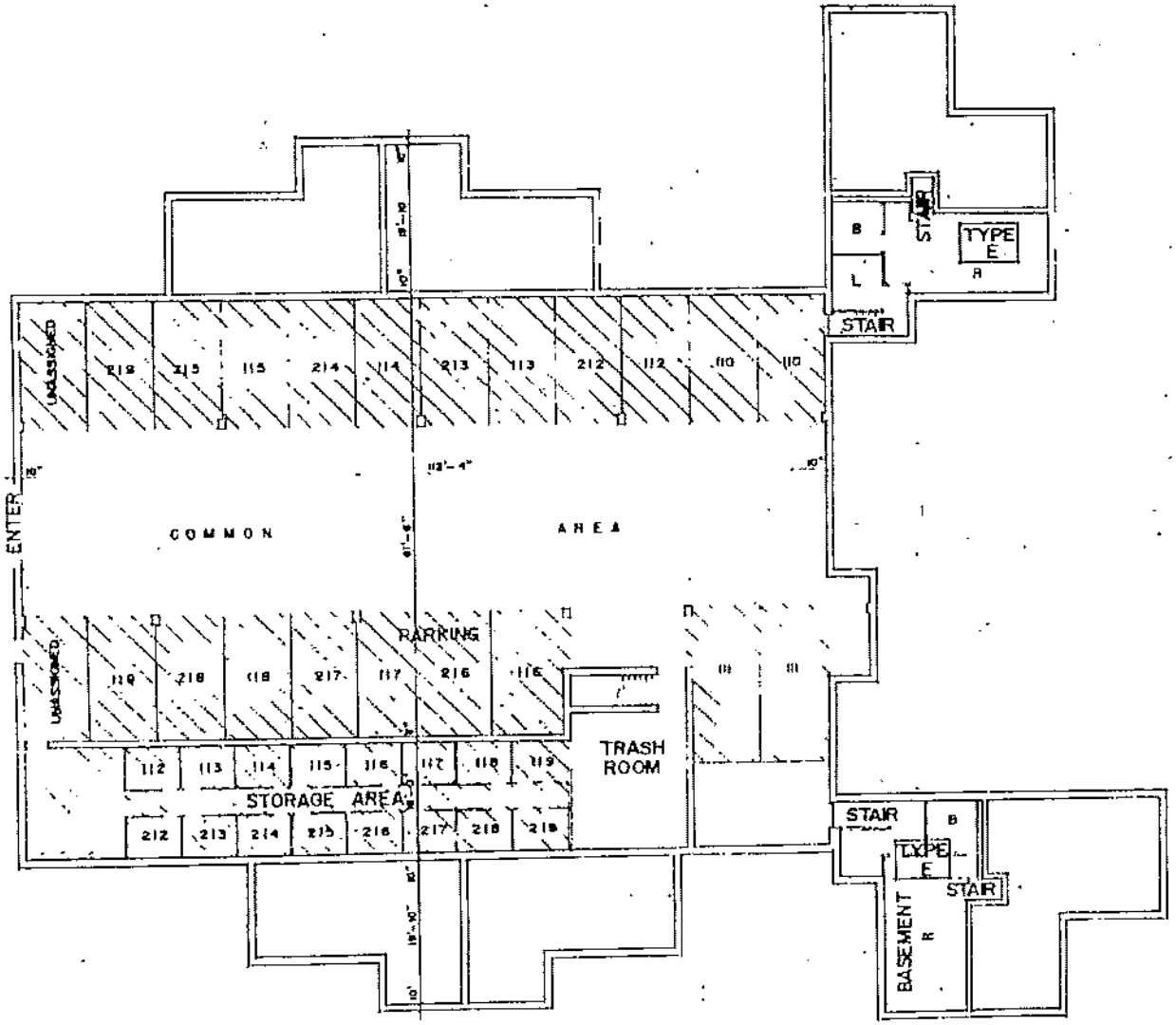
GARDEN APT. BLDG.
B WING

REEL 1019 IMG 1303



GARDEN APT. BLDG.
B WING

SECOND FLOOR



UNDERGROUND PARKING
BUILDING 5

SERVITE WOODS CONDOMINIUMS
EXHIBIT B PAGE 23 (NEW 25 MARCH 1977)

CERTIFICATION

I, JOHN BARRON SHEPHERD, AN ARCHITECT DULY LICENSED BY THE STATE OF WISCONSIN, DO HEREBY CERTIFY THAT THE DRAWINGS APPEARING HEREON ARE AN ACCURATE COPY OF PORTIONS OF THE PLANS FOR THE BUILDING AND/OR BUILDINGS, AS THE CASE MAY BE, WHICH WERE FILED WITH THE BUILDING INSPECTOR'S OFFICE IN THE CITY OF MILWAUKEE, WHICH HAS JURISDICTION OVER THE ISSUANCE OF PERMITS FOR THE CONSTRUCTION OF SAID BUILDING AND/OR BUILDINGS

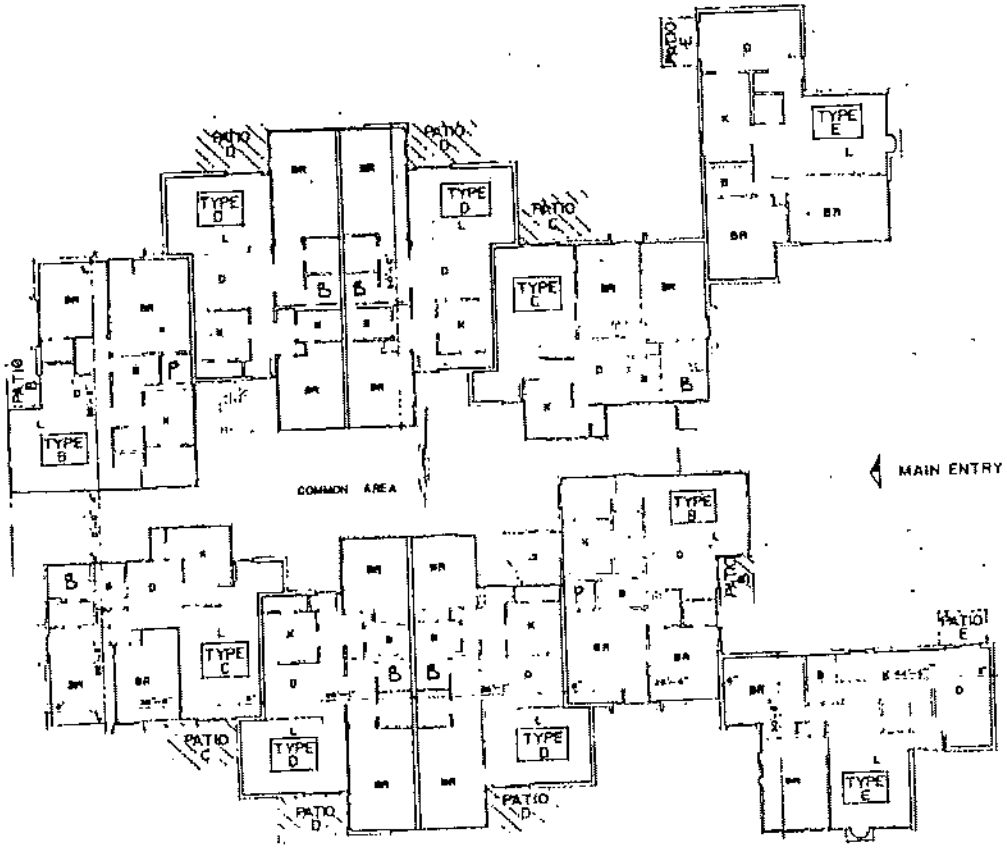
SUBSCRIBED AND SWORN TO BEFORE ME
THIS 25 DAY MARCH, 1977.

NOTARY PUBLIC, STATE OF WISCONSIN
PERMANENT COMMISSION

REEL 1019 IMAGE 1509

LIMITED COMMON AREA

GARDEN APT. BLDG.
B WING



FIRST FLOOR B WING

BUILDING 3

SERVITE WOODS CONDOMINIUMS
EXHIBIT B PAGE 25 NOW 25 MARCH 1977

CERTIFICATION

I, JOHN BARRON SHEPHERD, AN ARCHITECT DULY LICENSED BY THE STATE OF WISCONSIN, DO HEREBY CERTIFY THAT THE DRAWINGS APPEARING HEREIN ARE AN ACCURATE COPY OF PORTIONS OF THE PLANS FOR THE BUILDING AND/OR BUILDINGS, AS THE CASE MAY BE, WHICH WERE FILED WITH THE BUILDING INSPECTION'S OFFICE IN THE CITY OF MILWAUKEE, WHICH HAS JURISDICTION OVER THE ISSUANCE OF PERMITS FOR THE CONSTRUCTION OF SAID BUILDING AND/OR BUILDINGS

SUBSCRIBED AND SWORN TO BEFORE ME
THIS 25 DAY MARCH 1977

NOTARY PUBLIC, STATE OF WISCONSIN
PERMANENT COMMISSION

LIMITED COMMON AREA

GARDEN APT. BLDG.
B WING

REEL 1013 IMAGE 0111

SERVITE WOODS CONDOMINIUMS
EXHIBIT B PAGE 27 RECEIVED NOV 23 MARCH 1977

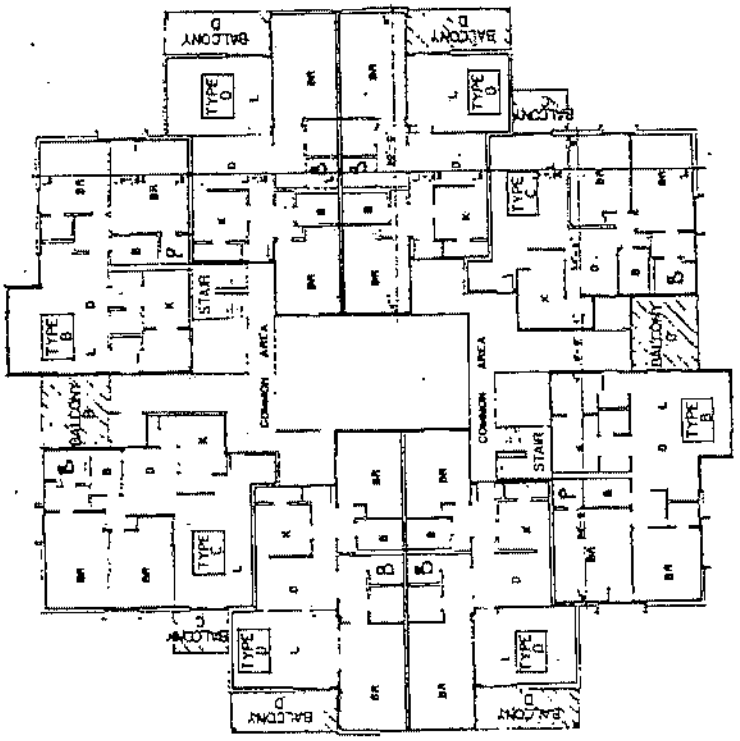
CERTIFICATION

I, JOHN HARRON SHEPHERD, AN ARCHITECT DULY LICENSED BY THE STATE OF WISCONSIN, DO HEREBY CERTIFY THAT THE DRAWINGS APPEARING HEREON ARE AN ACCURATE COPY OF PORTIONS OF THE PLANS FOR THE BUILDING AND/OR BUILDINGS AS THE CASE MAY BE, WHICH WERE FILED WITH THE BUILDING INSPECTION'S OFFICE IN THE CITY OF MILWAUKEE, WHICH HAS JURISDICTION OVER THE ISSUANCE OF PERMITS FOR THE CONSTRUCTION OF SAID BUILDING AND/OR BUILDINGS

SUBSCRIBED AND SWORN TO BEFORE ME
THIS 30 DAY OF MARCH 1977.
NOTARY PUBLIC, STATE OF WISCONSIN
MY COMMISSION EXPIRES PERMANENT COMMISSION

LIMITED COMMON AREA

GARDEN APT. BLDG.
B WING



SECOND FLOOR B WING
BUILDING 5

Irene J. Olson, Secretary, have hereunto set our hands and caused the seal of the corporation to be hereto affixed at Milwaukee, Wisconsin this 31st day of May, 1977.

In Presence Of:

President

Secretary

(CORPORATE SEAL)

Signatures of DONALD B. McBAIN, President, and IRENE J. OLSON, Secretary, of the Servite Woods Homes Association, Inc., a Wisconsin Corporation, authenticated this 1ST day of JUNE, 1977.

Title: Member State Bar of Wisconsin

This instrument Was Drafted by
ROBERT B. PEREGRINE, LAWYER

Document Number

Second Amendment to Declaration of Condominium of Servite Woods Condominium Homes

8182232

REGISTER'S OFFICE
Milwaukee County, WI
RECORDED AT 4:14 PM
12-10-2001
WALTER R. BARCZAK
REGISTER OF DEEDS
AMOUNT 19.00

REEL 5218 IMAGE 520

Recording Area

Name and Return Address

Marcia E. Facey, Esq.
Quarles & Brady LLP
411 East Wisconsin Avenue
Milwaukee, WI 53202

Parcel Identification Number (PIN)

SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM OF SERVITE WOODS CONDOMINIUM HOMES

This Second Amendment to Declaration of Condominium of Servite Woods Condominium Homes (this "Amendment") is made as of this 1st day of December, 2001, pursuant to the written consent of at least seventy-five percent (75%) of the Unit Owners of the Condominium (as hereinafter defined), and approved by their respective mortgagees, which Unit Owners constitute all of the members of the Servite Wood Homes Association, Inc., a non-stock corporation organized under and pursuant to Chapter 181 of the Wisconsin Statutes (the "Association") and by the Association.

WITNESSETH:

WHEREAS, Servite Woods Condominium Homes (the "Condominium") is a condominium declared and existing under and by virtue of the Condominium Ownership Act of the State of Wisconsin, pursuant to the Declaration of Condominium of Servite Woods Condominium Homes dated October 16, 1973 and recorded on October 30, 1973 with the Milwaukee County Register of Deeds, Wisconsin, in Reel 753, Images 253 to 301 inclusive, as Document No. 4802390 (the "Original Declaration"); and

WHEREAS, the Original Declaration was supplemented by that certain document entitled Supplement to Declaration of Condominium of Servite Woods Condominium Homes dated February 28, 1977 and recorded on March 14, 1977 with the Milwaukee County Register of Deeds, Wisconsin, in Reel 998, Images 987 to 1025 inclusive, as Document No. 5082232 (the "Supplement") and amended by that certain document entitled Amendment to Declaration of Condominium and Supplement thereto of Servite Woods Condominium Homes dated May 31, 1977 and recorded June 2, 1977 with the Milwaukee County Register of Deeds, Wisconsin, in Reel 1019, Image 1493 to 1515 inclusive, as Document No. 5105940 (the "First Amendment") (the Original Declaration as amended by the Supplement and the First Amendment hereinafter referred to as the "Declaration"); and

WHEREAS, the Association was formed to govern the affairs of the Condominium, and the membership of the Association is comprised exclusively of all of the Unit Owners owning Units in the Condominium; and

WHEREAS, the Association, on behalf of its members, desires to amend Article II, Section 3 of the Declaration to provide a no renters policy for the Condominium; and

WHEREAS, at least seventy-five percent (75%) of the Unit Owners and members of the Association have provided their written consent, which has been approved by the mortgagee of each Unit Owner, if any, to impose a no renters policy on the Unit Owners of the Condominium and to amend the Declaration otherwise as follows:

NOW, THEREFORE, pursuant to the requirements of the Declaration, at least seventy-five percent (75%) of the Unit Owners and the Association agree to hereby amend the Declaration and otherwise as follows:

1. No Renters Policy. Article II, Section 3 of the Declaration is hereby deleted and replaced with the following in lieu thereof:

ARTICLE II
PROPERTY RIGHTS AND OBLIGATIONS OF OWNERS

Section: 3 USE OF UNITS

A. In order to preserve high standards of maintenance and care and other benefits from a low turnover of occupants, except as set forth in paragraph (B) of this section, each unit in the Condominium shall be occupied by and serve as the principal residence of the owner. The unit shall be used only for private dwelling purposes and for no other purpose. No individual or legal entity may own, directly or indirectly, more than one unit. No unit or any rooms in a unit may be rented and no tenants may be accommodated. A unit shall be deemed to be rented if it does not serve as the principal residence of the owner and is occupied by a person or persons other than an owner, whether or not consideration is tendered as rent. No units may be subdivided.

B. Any owner who believes the prohibition of rental occupancies imposes any unreasonable hardship upon such owner may apply to the Board for a waiver of this prohibition. Such application shall be in writing, shall state the reasons the owner believes this prohibition creates a hardship, and shall set forth the period of time for which the owner seeks a waiver of this prohibition. The Board may in its sole discretion grant any request for a waiver, provided that such waiver shall be granted for a maximum of one month but may be extended month-to-month for a period not to exceed six (6) months. Upon further request of the owner, the Board may, upon review of the tenancy and circumstances of the owner, grant an additional period of waiver not to exceed six (6) months. The Board shall be guided by the stated purpose that the unit is intended to be owner-occupied and that waivers from this requirement should be granted only in cases of hardship and in cases in which the period of rental occupancy is minimized and of a temporary nature.

C. All rental tenancies shall be memorialized in writing and a copy of such lease shall be filed with the Association. The owner and tenant shall at all times provide the Association with current mailing addresses and telephone numbers.

D. Upon a violation of any provision of this Article, the Board of Directors may assess a fine of not less than double the unit's monthly assessment for each month or portion thereof during which a violation occurs, in addition to exercising any other rights or remedies available to the Board.

E. Since several units are currently being rented, and in order to avoid imposing an unreasonable hardship upon the owner(s) of such rental units, this Amendment will not apply to

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any such unit until the earlier of (i) the date that the current owner of any such unit sells the unit or (ii) the date that the then current tenant vacates the unit.

F. Waiver of the prohibition of rental occupancies shall not relieve an owner from his or her obligation to pay Common Area charges or any other obligations imposed upon unit owners by the Declaration as amended hereby.

G. Notwithstanding anything contained to the contrary, the Developer shall have the absolute right to use three units as and for a sales office and models, until such time as Developer shall in its sole discretion determine that such use of said units shall no longer be required for Developer's purposes.

H. Restrictions on the use and occupancy of units by children and pets are established by the By-laws.

2. **Effective Date**. The effective date of this Amendment shall be December 1, 2001.

3. **Certification**. The undersigned officers of the Association hereby certify and attest by their signatures hereto that in accordance with the terms set forth in the Declaration and the Condominium Ownership Act of the State of Wisconsin, at least seventy-five percent (75%) of the Unit Owners and members of the Association have provided their written consent to this Amendment, which consent has been approved by the mortgagee of each unit owned by such Unit Owners, as reflected in the records of the Association.

4. **Miscellaneous**. All terms not specifically defined herein shall have the same meanings as provided in the Declaration. Except as modified by this Amendment, the Declaration remains in full force and effect and is hereby ratified and approved for all purposes.

IN WITNESS WHEREOF, this Amendment has been executed as of the day and year first above written.

SERVITE WOODS HOMES ASSOCIATION,
a Wisconsin non-stock corporation, for itself and
on behalf of its members

By: _____
Shirley A. Moyer, President

By: _____
Robert Harris, Jr., Vice President

By: _____
Beulah C. Wolf, Treasurer

By: _____
Mary Carini-Tubeszewski, Secretary

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STATE OF WISCONSIN)
) SS.
MILWAUKEE COUNTY)

Personally came before me this 12 day of December, 2001, the above-named Shirley A. Moyer. the President of SERVITE WOODS HOMES ASSOCIATION, INC., a Wisconsin corporation, who acknowledged that she executed the foregoing instrument on behalf of said corporation and by its authority, and on behalf of its members and by their authority for the purposes set forth herein.

Jo-Ann Wordell
Notary Public, Milwaukee County, Wisconsin
My commission: JO-ANN WORDELL 11/13/2005

JO-ANN WORDELL NOTARY PUBLIC STATE OF WISCONSIN

STATE OF WISCONSIN)
) SS.
MILWAUKEE COUNTY)

Personally came before me this _____ day of Decebmer, 2001, the above-named Robert Harris, the Vice President of SERVITE WOODS HOMES ASSOCIATION, INC., a Wisconsin corporation, who acknowledged that she executed the foregoing instrument on behalf of said corporation and by its authority, and on behalf of its members and by their authority for the purposes set forth herein.

Jo-Ann Wordell
Notary Public, Milwaukee County, Wisconsin
My commission: JO-ANN WORDELL 11/13/2005

JO-ANN WORDELL NOTARY PUBLIC STATE OF WISCONSIN

STATE OF WISCONSIN)
) SS.
MILWAUKEE COUNTY)

Personally came before me this _____ day of November, 2001, the above-named Beulah C. Wolf the Secretary of SERVITE WOODS HOMES ASSOCIATION, INC., a Wisconsin corporation, who acknowledged that she executed the foregoing instrument on behalf of said corporation and by its authority, and on behalf of its members and by their authority for the purposes set forth herein.

Jo-Ann Wordell
Notary Public, Milwaukee County, Wisconsin
My commission: expires 11/13/2005

JO-ANN WORDELL NOTARY PUBLIC STATE OF WISCONSIN

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STATE OF WISCONSIN)
) SS.
MILWAUKEE COUNTY)

Personally came before me this 1st day of December, 2001, the above-named Mary Carini-Tubeszewski, the Treasurer of SERVITE WOODS HOMES ASSOCIATION, INC., a Wisconsin corporation, who acknowledged that she executed the foregoing instrument on behalf of said corporation and by its authority, and on behalf of its members and by their authority for the purposes set forth herein.

Jo-Ann Wordell
Notary Public, Milwaukee County, Wisconsin
My commission: 1/3/2005

JO-ANN WORDELL NOTARY PUBLIC STATE OF WISCONSIN

This instrument was drafted by
and after recording return to:

Marcia E. Facey, Esq.
Quarles & Brady LLP
411 East Wisconsin Avenue
Milwaukee, WI 53202

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SERVITE WOODS HOMES ASSOCIATION, INC.

DISCLOSURE MATERIALS

SECTION C

BYLAWS

SERVITE WOODS HOMES ASSOCIATION, INC.

BY-LAWS

(Document II of Condominium Documents)

NOVEMBER 19, 2008

RESTATED BY-LAWS OF SERVITE WOODS HOMES ASSOCIATION, INC.

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SEE ALSO -

SERVITE WOODS HOMES ASSOCIATION, INC.
"RULES, REGULATIONS AND GUIDELINES"

Note: All references in this document to his or him are gender neutral and apply as his/her or him/her.

ARTICLE I

NAME AND LOCATION

The name of the corporation is SERVITE WOODS HOMES ASSOCIATION, INC., hereinafter referred to as the 'Association'. The principal office of the corporation shall be located at 8543 North Servite Drive, Milwaukee, Wisconsin, but meetings of members and Directors may be held at other places within the state of Wisconsin.

ARTICLE II

DEFINITIONS

Section 1. Association shall mean and refer to Servite Woods Homes Association, Inc., a corporation organized pursuant to Chapter 181 of the Wisconsin Statutes, its successors and assigns.

Section 2. Properties shall mean and refer to that certain real property described in the Declaration of Unit Ownership.

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

Section 4. Limited Common Area shall mean and refer to real property and appurtenances which are a part of the common area, and set aside for the exclusive use and enjoyment of specific owners. Limited common areas shall be maintained as hereinafter provided.

Section 5. Units shall mean and refer to any unit shown upon the recorded plat of survey of the Properties. Any walls contained entirely within the cubicle of air constituting a unit shall be deemed part of that unit.

Section 6. Owner shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any unit which is a part of the Properties, but excluding those having such interest merely as security for the performance of an obligation.

Section 7. Declaration shall mean and refer to the Declaration of unit ownership and amendments thereto applicable to the properties recorded in the Office of the Register of Deed for Milwaukee County, Wisconsin.

Section 8. Manager. The phrase 'resident manager' in the Declaration of Condominium encompasses the management team of the Administrator and Resident Maintenance Manager per Board action dated June 19, 1985. (Amended: 9/20/89; 12/21/93)

ARTICLE III

MEMBERS, VOTING AND MEETINGS

Section 1. Members. This corporation shall have one class of members, and the rights and qualifications of the members are as follows:

(a) *Unit Owner Members*. Every unit owner upon acquiring title to a unit, under the terms of the Declaration, shall automatically become a member of the Association and shall remain a member thereof until such time as his ownership of such unit ceases for any reason, at which time his membership in the Association shall automatically cease. Unit owners shall be entitled to one membership for each unit owned.

(b) One Membership per Unit. The Association shall not recognize more than two co-owners for any unit. Minimum percentage of ownership in a unit shall consist of not less than thirty-five (35) percent of the property. Any exception to these provisions can be made only by prior written consent of the Board of Directors.

(c) Transfer of Membership. Each such 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 of the new owner, identification of unit, date of transfer, and any other information about the transfer which the Association may deem pertinent.

Section 2. Voting Rights. Each member shall be entitled to the number of votes as set forth in the Declaration.

Section 3. **Quorum and Proxies for Meetings**. A quorum for members' meetings shall consist of 20 percent of the votes entitled to be cast. Votes may be cast in person or by proxy. Proxies shall be valid only for the particular members' meeting designated therein and must be filed with the Secretary before the appointed time of the meeting. The vote of the owners of a unit owned by more than one person or by some other entity shall be cast by a person named in a certificate signed by all of the owners of the unit and filed with the Secretary of the Association. 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 notified.

Section 4. **Time, Place, Notice and Calling of Meetings**. Written notice of all meetings, with the exception of the provision of Article IV, Section 6 (c), stating the time and place and the purpose for which the meeting is called shall be given by the President or Secretary, unless waived in writing, to each member at his address as it appears on the books of the Association. It shall be mailed, or personally delivered, not less than five (5) days nor more than twenty (20) days prior to the date of the meeting. Notice of meeting may be waived before or after meetings. Regular meetings shall be held at such time and place as may be designated by the Board of Directors. The annual meeting shall be held in January of each year for the purpose of electing Directors and 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 officers upon receipt of a written request signed by members with one-third or more of all votes entitled to be cast. (6/19/91)

Section 5. **Vote to Reconstruct or Repair**. Notwithstanding the provisions of Article III, Section 4, the Board of Directors of the Association shall cast an affirmative vote to reconstruct or repair for any absentee member at any meeting called for the purpose of determining whether to reconstruct or repair under the provisions of Article VII, Section 2 of the Declaration of Condominium.

ARTICLE IV

BOARD OF DIRECTORS

Section 1. **Number and Qualifications of Directors.** The Board of Directors shall consist of nine (9) members. Each member of the Board of Directors shall be a member of the Association.

Section 2. **Power and Duties of the Board of Directors.** The affairs of the Association 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 and the Articles of Incorporation.

Section 3. Nomination, Election and Term of Directors. At the annual meeting of the Association, three Directors shall be elected for a three-year term to replace the Directors whose terms are expiring. Being that there is a nine member Board, three of which are elected each year to a three-year term, the terms become staggered. Nomination for election to the Board of Directors shall be made by a nominating committee consisting of five members who shall be nominated by the President and appointed by the Board. Nominations for election to the Board of Directors may also be made from the floor at the annual meeting. The nominating committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than one in excess of the number of vacancies that are to be filled. Current Board members are permitted to run for re-election for a second term. No person shall serve more than two consecutive terms in office as a director, however, any person who has served two consecutive three-year terms may again be nominated to the Board of Directors after one year's absence. (Amended 11/15/00)

Section 4. 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.

Section 5. **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 members entitled to be cast. In the even of death, resignation, or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve the unexpired term of his predecessor.

Section 6. **Meetings and Notices**.

(a) **Annual Meeting and Notice**: The Board of Directors shall meet within fourteen (14) days of the Annual Membership for the purpose of electing officers. Notice of the Board meeting shall be provided at the Annual Membership meeting. (Amended 3/16/93)

(b) **Regular Meetings and Notice**. Regular meetings of the Board of Directors shall be held monthly, or as often as agreed to by a majority of the Directors. Notice of regular meetings of the Board of Directors shall be published in the *L'Eaves Dropper*.

(c) **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 written notice to each Director, given personally or by mail, which notice shall state the time, place and purpose of the meeting.

Section 7. **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 of notice by him 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.

Section 8. **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 acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts 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.

Section 9. Fidelity Bonds. The Board of Directors may require that some or all officers and/or employees of the Association shall furnish adequate fidelity bonds. The premium on any such bonds shall be paid by for the Association.

Section 10. Liability of Directors and Officers. No director or officer 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 that person as a director or officer if such person (a) exercised and used the same degree of care and skill as a prudent person would have exercised or used under the circumstances in the conduct of their 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 had reasonable ground to believe to be true. The foregoing shall not be exclusive of other rights and defenses to which he may be entitled as a matter of law.

Section 11. Compensation. No director shall receive compensation for any service he may render as a director of the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of their duties.

Section 12. Action Taken Without a Meeting. The Directors shall have the right to take any action by obtaining the written approval of a quorum of the Directors. Such call for action may be initiated by the President or two Directors provided a documented attempt is made to notify all Board members. Any action approved in this manner shall have the same effect as one taken at a meeting of the Directors.

(Amended: 11/18/87; 6/21/89; 9/20/89; 8/14/91; 3/16/93; 3/16/93; 11/15/00)

ARTICLE V

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers.

In addition to their other authority, the Board of Directors shall have the power to:

(a) Adopt and publish rules and regulations governing the use of the Common Areas (general and limited) and facilities, the personal conduct of the members and their guests, and establish penalties for any infraction thereof. The Board shall be uniform in the assessment of penalties and shall assess a penalty of not less than $10.00 on all occasions where a rule violation is established (Amended 12/19/90)

(b) Suspend the voting rights and right to use recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. The Board may, after notice and hearing, suspend the right to use recreational facilities, not to exceed 180 days, upon an infraction of published rules and regulations. (Amended 11/16/88)

(c) Exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration.

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

(e) Employ an Administrator, a Resident Maintenance Manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties. (Amended 9/20/89, 12/21/93)

(f) Foreclose the lien against property for which assessments are not paid within sixty (60) days after due date or to bring an action at law against the owner personally obligated to pay the same.

(g) Bring or defend suits on behalf of the members and unit owners for recovery of any claims relative to the common areas supervised by the Association.

(Amended: 11/16/88; 9/20/89; 12/19/90; 12/21/93)

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

(a) Cause to be kept, a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of all the members who are entitled to vote.

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

(c) Fix the amount of the annual assessment against each Unit at least thirty (30) days in advance of each annual assessment period, which shall be January 1st of each calendar year.

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

(e) Issue, or cause to be issued, upon demand of any grantee identified as such by a grantor (owner), a certificate setting forth whether or not any assessment has been paid. (Amended 11/81)

(f) Produce and maintain adequate liability and hazard and other insurance on property owned by the Association as required by the Declaration. Adequate insurance shall include the replacement value of all assets conveyed in the initial sale of the unit, as defined in the original specifications of the Building (see pages 300 through 306) even though such property might be subsequently categorized as part of the unit. (Amended 12/21/93)*

(g) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate.

(h) Designate authority to sign financial documents which obligate the Association. This authority will be vested in the President, Treasurer and Administrator by virtue of their position, unless the Board deems otherwise. This is applicable to such documents as checks, certificates of deposit and other financial records. All withdrawals or disbursement of Association funds will require two of the authorized signatures with one exception. The transfer of funds from one Servite Woods account within the same bank may be done by the Administrator alone, provided the funds remain within that financial institution. (Amended 12/21/93)

(Amended: 11/81; 8/14/91; 4/15/92; 12/21/93) * See RRG - General Specifications

ARTICLE VI

OFFICERS AND COMMITTEES

Section 1. Officers

(a) **Designation, Election and Removal**. The principal officers of the Association shall be 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 successor shall be elected at the regular meeting of the Board of Directors, or at any special meeting called for that purpose.

(b) **President**. The President shall be selected from among the Directors who have served at least one year as a director in his current term of office as a Director and shall be the Chief Executive Officer of the Association. A Board member who is elected as President shall be elected for a one year term with the option to serve a second year with approval of the Board. In no case may he exceed the term to which he has been elected. He shall preside at all meetings of the Association and of the Board of Directors. He 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 not be eligible to serve more than two consecutive one year terms in such office and shall serve as an ex-officio member of the Board of Directors for one year after termination of his last term of office.

(c) **Vice President**. The Vice President shall be selected from among the Directors and shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall, from time to time, be imposed upon him by the Board of Directors.

(d) **Secretary.** The Secretary shall be selected from among the Directors and 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 the duties incident to the office of Secretary.

(e) **Treasurer**. The Treasurer shall be selected from among the Directors and shall have the responsibility for the Association funds and shall be responsible for keeping full and accurate accounts of all receipts and disbursements and financial records and books of account belonging to the Association. He 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 filing and collection of all common charges and assessments made by the Association and be an ex-officio member of the Finance Committee.

Section 2. Committees. The following shall be the standing Committees of the Association:

(a) **Executive Committee**. The Servite Woods Homes Association, Inc., shall have an Executive Committee consisting of three members of the Board of Directors (Board), one of whom shall be the President. The remaining two members shall be designated by the Board, but shall not include the Vice President.

The Executive Committee shall act when the Board is not convened. The Executive Committee shall have all the powers of the Board to act on such matters which cannot, in the judgment of the President, await a regular meeting of the Board and is not of such importance as to warrant the calling of a special Board meeting. The President may also call upon the Executive Committee to assist him to execute his administrative responsibilities. The Executive Committee shall not have the power to rescind any previous action of the Board or the Membership.

The Executive Committee shall be convened on the call of the President or at the request of any other two members of the Board of Directors.

A summary of the actions taken at the Executive Committee meetings shall be provided to the Board prior to the next meeting of the Board, for its review.

Committee recommends to remove the Executive. (Amended: 6/19/91)

(b) **Member Committees:**

The following shall be the standing committees of the Association:

1. Block Watch	2. Buildings and Grounds	3. By-Laws and Rules
4. Finance	5. Personnel	6. Residents Activities
7. Welcome	8. Promotions	9. Nominating
10. Pond	11. Lodge	

(c) **Special committees.** Special Committees may be created from time to time by the President or the Board of Directors

(d) **Committee Chairperson.** Appointment of Committee Chairperson shall be made annually by the President within thirty (30) days after the annual meeting. Appointments are subject to confirmation by the Board at the first regular meeting of the Board after the appointment of the Chairperson, or at any time thereafter as may be necessary.

(e) **Appointment.** The appointment of committee members shall be made annually. Nominations of committee members will be made by the Chairperson and appointment will be made by the Board. In the event of a vacancy, the new committee member shall fill the unexpired balance of the term of the prior incumbent. The term of committee chairperson and members shall commence upon confirmation or appointment, respectively, by the Board and shall continue until a replacement is confirmed or appointed. (Amended 5/17/89)

(f) **Terms.** Terms of committees shall commence thirty (30) days after the annual meeting.

(g) **Committee Liaisons.** The President shall annually appoint from among the Directors, one or more liaisons to each standing committee of the Association with one liaison to the Finance Committee being the Treasurer of the Association. The President may rotate liaisons (with the exception of the Treasurer of the Association who shall remain a permanent liaison to the Finance Committee) so that all Board members may acquire a working knowledge of all committees. (Amended 3/18/92)

(Amended: 12/17/86; 6/15/88; 9/21/88; 5/17/89; 6/19/91; 3/18/92; 3/16/93; 10/15/97; 11/19/97; 3/15/00)

ARTICLE VII

DUTIES AND OBLIGATIONS OF UNIT OWNERS

Section 1. **Rules and Regulations.** The units and the common areas and facilities and limited common areas (hereinafter in this paragraph sometimes collectively referred to as commons) shall be occupied and used in accordance with the Declaration, The Articles of Incorporation, these By-Laws, and the Rules and Regulations of the Association, including the following:

(a) **Use**. No unit owner shall occupy or use his unit or the limited common areas appurtenant thereto, or permit the same to be used for any purpose other than as a private residence for the owner, the owner's family, or the owner's lessees or guests. No unit co-owner owning less than thirty-five (35) percent of the equity of the unit shall have the right to occupy such property except as a lessee of the entire unit under ARTICLE II, Section 3, paragraph (c) of the Declaration of Condominium. The Administrator shall be informed of the names of any guests staying in a unit longer than a period of thirty (30) days. Any individual not a member of the owner's family residing in any unit for more than sixty days shall be deemed to be an unauthorized renter and residing in violation of ARTICLE II, Section 3, paragraph (b) of the Declaration of Condominium unless the provision is specifically waived by action of the Board of Directors at the request of the individual owner. The Board of Directors shall only be authorized to waive such provision where there is only one guest occupying a unit with an owner who is the sole occupant of such unit. Violation of the aforementioned section shall be cause for, but not limited to, the revocation of the owner's social privileges and, without limitation, may be enforced by injunctive relief. (Amended 9/20/89; 12/21/93)

(b) **Obstructions**. There shall be no obstructions of the common areas and facilities and nothing shall be stored therein without the prior consent of the Association.

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

(d) **Signs**. No sign of any kind shall be displayed to the public view on or from any unit or the commons without prior consent of the Association. (See Rules, Regulations and Guidelines)

(e) **Pets**. No pets of any kind shall be raised, bred, or kept in Association buildings or in any unit buildings 5, 6, 7, and 9. Dogs, cats, or other customary household pets may be kept in any unit in building not specified herein, all subject to rules and regulations which may be hereafter adopted by the Association regarding same. (See Rules & Regulations)

(f) **Obnoxious Behavior**. No activity or behavior shall be permitted in any unit or on Common or Limited Common Areas which shall infringe upon the peaceful enjoyment of condominium living by unit owners, their families, their friends and invitees. Without limiting the scope of this By-Law, the following shall be deemed to be objectionable activities:

1) Profane or immoral language which can be easily heard in the Common areas, whether emanating from a unit or a common area.

2) Loud music, arguments or other disturbances

3) Immoral conduct or behavior on or visible from a Common area.

4) Any behavior willfully done with the expectation that it would be an annoyance or nuisance to others. (Amended 8/82; 6/21/89)

(g) **Alteration, Construction or Removal**. Nothing shall be altered or constructed in or removed from the common areas and facilities, except upon the written consent of the Association or in accordance with Architectural, Ground and Landscape Guidelines as may be adopted from time to time by the Association. (Amended 8/19/91)

(h) **Parking**. Rules relating to parking shall be adopted or changed from time to time a deemed necessary by the Board of Directors. The Parking Rules are considered part of these documents. (Amended 5/81) (See Rules & Regulations).

(i) **Estate Sales**. In order to protect the security of our residents and to eliminate inconvenience which would be caused to all residents by increased traffic, rummage sales, garage sales, estate sales or sales of a similar nature are prohibited. (Amended 4/15/92)

Section 2. Maintenance and Repair of Units.

(a) All unit owners must perform properly, all maintenance and repair work within their units which, if omitted, would affect the project in the entirety or a portion belonging to another owner and such owners shall be personally liable to the Association for their failure to repair and damages caused by their failure to do so.

(b) All unit owners in Building 6, 7, 8 and 9 shall maintain sufficient heat within their units to prevent damage of heating pipes from freezing. Maintaining the thermostat within each unit at 65 degrees or higher shall be presumed to be in compliance with the requirement. (Amended 12/15/05)

The boiler heating season for Buildings 6, 7, 8 and 9 shall run from September 1st until June 21st. (Amended 8/16/06)

(c) All unit owners must install and maintain at least one smoke detector on each floor level of their unit, including the basement where applicable, to be in compliance with State of Wisconsin and City of Milwaukee laws. All smoke detectors must be Underwriters Laboratories (UL) listed detectors either of the ionization or photoelectric types and must be powered by house current or batteries or both. All unit owners should follow the smoke detector manufacturer's instructions regarding installation and maintenance. Unit owner should change the battery in battery operated detectors at least once annually. (Amended 8/15/90)

(d) In the event of damage to any part of the condominium, if the damage was caused by anything in a unit or anything deemed to be a part of the unit, the owner of said unit shall bear the responsibility for all costs, including the insurance deductible, without regard to the negligence of the unit owner or his tenant, guest, or invitee. In the event there are contributing sources to the damage, all costs, including payment of the insurance (Cont)

deductible, shall be apportioned as determined by the Board of Directors, in its sole discretion. The amount of the Association insurance deductible owed by a unit (cont.) owner shall be charged as an Assessment and may be collected in the same manner as an Assessment. If the amount of damage does not meet the Association's insurance policy deductible, no claim shall be filed against the Association insurance policy, even if the loss is an insured loss, and the costs shall be apportioned as described in this section. (Amended 11/19/08)

Section 3. **Limited Common Areas**.

(a) All unit owners must maintain the limited common areas appurtenant to their own unit in clean and proper condition including, but not limited to, the maintenance and replacement of carpeting installed on balconies and/or patios. No objects or structures, other than moveable furniture or decorative pieces, or automobiles, where applicable (all parking spaces are limited common areas), shall be placed thereon without the prior written consent of the Board of Directors of the Association. All unit owners shall have the right to decorate the limited common area appurtenant to their unit in a non-structural manned provided that decorations which are visible from the adjoining streets or other units shall have the prior written approval of the Board of Directors of the Association. (See Architectural, Grounds and Landscape Guidelines) (Amended 4/20/88; 6/21/89; 11/19/08)

(b) In the event of damage to any part of the condominium, if the damage was caused by anything in a limited common area or anything deemed to be a part of a limited common area, the owner with use of said limited common area shall bear the responsibility for all costs, including the insurance deductible, without regard to the negligence of the unit owner or his or her tenant, guest, or invitee. In the event there are contributing sources to the damage, all costs, including payment of the insurance deductible, shall be apportioned as determined by the Board of Directors, in its sole discretion. The amount of the Association insurance deductible owed by a unit owner shall be charged as an Assessment and may be collected in the same manner as an Assessment. If the amount of damage does not meet the Association's insurance policy deductible, no claim shall be filed against the Association insurance policy, even if the loss is an insured loss, and the costs shall be apportioned as described in this section. (Amended 11/19/08)

Section 4. **Amendment and Adoption of Additional Rules and Regulations.** The Board may, from time to time, adopt additional rules and regulations governing the operation, maintenance, beautification and use of the common areas and facilities, the limited common areas, and the units, not inconsistent with the terms of the Declaration and the Association's members shall conform to and abide by all such rules and regulations. A violation of any such rules and regulations shall constitute a violation of the Declaration.

Section 5. **Conflict.** All rules and regulations, and those which may be hereinafter adopted by the Association, are in addition to the Declaration of Condominium and the documents, contracts, declaration and easements set forth in the Declaration and in the event of a conflict, the Declaration and contracts, declarations and easements therein shall govern.

Section 6. **Late Fees and Fines Enforcement and Appeals**

See Servite Woods Homes Association Rules and Regulations for specific fines and details of enforcement procedures.

(a) **Late Fees and Assessments.** Assessments (including but not limited to maintenance fees) are deemed delinquent if paid more than ten (10) days after the due date. Delinquent accounts shall be assessed a late fee and/or penalties to be determined by the Board of Directors.

(b) **Fines.** The Board of Directors may levy (by majority vote of the Board) a fine against an owner (or tenant) for violations of any and all applicable laws, the Condominium Declaration, Condominium By-Laws, and Condominium Rules and Regulations. Payment of fine is due as determined by the Board of Directors. Each day a violation continues after the fine is imposed is a separate violation. Such fine is not a waiver of other remedies.

(c) **Use of Amenities.** Owners or tenants shall not have use of the lodge, swimming pool, and tennis courts until all accounts due have been settled in full.

(d) **Other Enforcement**. The Association may apply to a court of competent jurisdiction to obtain injunctive relief to enforce this section, and the Association, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorney fees as may be determined by the court. The Board of Directors may enact Rules regarding enforcement procedures.

(e) **Appeals**. A unit owner (or tenant) may appeal any enforcement procedure employed by the Board of Directors, including fines but not including arrearages of regular maintenance fees by writing a letter to the President or Secretary of the Board stating the reason for the appeal. This appeal must be written within 14 days of notice of the action leading to the appeal. One member of the board and at least two disinterested members of the Association (appointed by the Board) shall review the enforcement action, and the decision of that appeal group (by majority vote) shall be made within 14 days and shall be conclusive.

(Entire Article VII, Section 6 Amended 11/19/2008)

ARTICLE VIII

AMENDMENTS

Section 1. By Members.

These By-Laws may be altered, amended or repealed and new By-Laws may be adopted by the members; by an affirmative vote of sixty seven (67) percent of all votes entitled to be cast. (Amended 11/19/2008)

ARTICLE IX

GENERAL

Section 1. **Fiscal Year**. The fiscal year shall begin on the first day of January and end on the last day of December of each year.

Section 2. **Seal**. The Board of Directors shall provide a corporate seal, which shall be circular in form and shall have inscribed therein the name of the corporation and the words "Corporate Seal, Wisconsin."

Section 3. **Record of Ownership**. All unit owners shall promptly cause to be duly recorded the deed, assignment or other conveyance to him of their unit or other evidence of their title thereto and shall file any lease thereof with the Board of Directors and the Secretary shall maintain all such information in the records of ownership of the Association.

Section 4. **Mortgages**. Any unit owners who mortgage their unit or any interest therein, shall notify the Board of Directors of the name and address of their mortgagee, and also of the release of such mortgage, and the Secretary shall maintain all such information in the records of ownership of the Association. The Board of Directors, at the request of any mortgagee or prospective purchaser of any unit or interest therein, shall report to such person the amount of any assessments against such unit then due and unpaid.

Section 5. **Indemnity of Officers and Directors**. Every person who is or was a Director or Officer of the Association, and such Committee Chairperson as the Board of Directors may designate, shall (together with the heirs, executors and administrators of such person) be defended and indemnified by the Association against all loss, costs, damages and expenses (including reasonable attorneys' fees if defense is not provided by the Association) asserted against, incurred by or imposed upon him in connection with or resulting from any claim, action, suit or proceeding, including criminal proceedings, to which he is made or threatened to be made a party by reason of his being or having been such Director or Officer, except as to matters as to which he shall be (cont.)

finally adjudged in such action, suit or proceeding to be liable for gross negligence or willful misconduct. In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of gross negligence or willful misconduct in the performance of his duty as such Director or Officer in relation to the matter involved.

The Association, by its Board of Directors, may indemnify in like manner, or with any limitations, any employee or former employee of the Association with respect to any action taken or not taken in his capacity as such employee. The foregoing rights of indemnification shall be in addition to all rights to which Officer, Director or employees may be entitled as a matter of law.

All liability, loss, damage, costs and expenses incurred or suffered by the Association by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Association as common expenses; provided, however, that no provisions in this ARTICLE IX shall be deemed to obligate the Association to indemnify any member or owner of a unit who is or has been an employee, Director or Officer of the Association with respect to any duties or obligations assumed or liabilities incurred by them under and by virtue of the Declaration, Wisconsin's Unit Ownership Act, the Articles and these By-Laws as a member of the Association, or owner of a unit covered thereby.

Section 6. **Subordination**. There By-Laws are subordinate and subject to all provisions of the Declaration and any amendments thereto and the Unit 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 meaning as in the Declaration or said Unit Ownership Act.

Section 7. **Interpretation.** In case any provision of these By-Laws shall be held invalid, such invalidity shall not render 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.

Section 8. **Access to Association Records.** Association records shall not be made available to any owner except on 48 hours prior written notice to the President of the Association or the Administrator, stating the reasons for and scope of such examination. No disclosures shall be made of the account of any individual member of such association without such notice also being given to such member by the owner seeking information. No records are to be removed from the Association office. Any costs incidental to such examination shall be charged to the person seeking the information (Amended 9/20/89; 12/21/93)

Section 9. **Modification of Common Area.** Procedures relating to modification of Common areas: Notice of any proposed changes to utilization of Common area by either the Servite Woods Homes Association, Inc. or by any owner shall be given to homeowners, who shall be informed of the nature and location of the contemplated change and the party requesting the change.

Such requests shall be published each month in the *L'Eaves Dropper*. Owners shall have the right to make inquiry at the Association office as to any such change, and to file written objections with Servite Woods Homes Association, Inc. within ten (10) days after publication of the *L'Eaves Dropper*. Failure to file written objections shall constitute consent to any proposed change. Delivery of the *L'Eaves Dropper* to the unit shall constitute service of notice.

A hearing before the Buildings and Grounds Committee shall be scheduled on objections within twenty (20) days after the final date for filing objections. The determination of the Building and Grounds Committee shall be given to all applicants and objectors. The owner has the right to appeal the decision of the Buildings and Grounds Committee to the Board of Directors. (Amended 9/20/89: 12/21/93)

Section 10. **Implied Rights.** The tenn 'implied rights' as contained in Article IV, Section 6 of the Declaration of Condominium shall be deemed to grant the Association the authority to take all necessary and appropriate action to enforce the By-Laws, Rules, Regulations and actions of the Board of Directors. All owners shall have the right to appear before the Board of Directors to appeal any restriction or fine imposed by the Association. Alleged violators shall be informed in writing of the decision of the Board of Directors, which decision, being a corporate act, shall be final unless restrained or overruled by a Count of Law. (Amended 12/19/90; 9/16/92)

Section 11. Monthly Newsletter. The monthly newsletter, currently named *"L'Eaves Dropper"* will be recognized by unit owner members as an official communication medium of Servite Woods Homes Association, Inc. (Amended 3/18/92)

SERVITE WOODS HOMES ASSOCIATION, INC.

DISCLOSURE MATERIALS

SECTION D

ARTICLES OF INCORPORATION

ARTICLES OF INCORPORATION
OF
SERVITE WOODS HOMES ASSOCIATION, INC.

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FILED 1 JUL 1973

ARTICLES OF INCORPORATION

OF

SERVITE WOODS HOMES ASSOCIATION, INC.
(A Non-Stock, Non-Profit Corporation)

The undersigned, being a natural person over the age of twenty-one (21) years and acting as incorporator of a non-stock, non-profit organization 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 SERVITE WOODS HOMES ASSOCIATION, INC.

ARTICLE II

Period of Existence

The period of existence of the corporation shall be perpetual.

ARTICLE III

Purposes

Purposes for which this corporation is organized are as follows:

4803115

REGISTER'S OFFICE
Milwaukee County, Wis. } 55
RECORDED AT 4 06 M
on NOV - 1 1973 in
Reel 753 image 1511 to 1518 incl.
Walter R. Bergalt
REGISTER OF DEEDS

-117-

(a) To serve as an association of unit owners who own real estate and improvements under the condominium form of use and ownership (such real estate and improvements hereinafter sometimes referred to as "condominium property"), as provided in Chap. 703 of the Wis. Stats. entitled "Unit Ownership Act" and subject to the terms and conditions of the Condominium Declaration for Servite Woods Condominium Homes, 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 Unit Ownership Act and the Declaration; and

(c) To engage in activity included in the Unit Ownership Act and the Declaration within the purposes for which a nonstock, nonprofit corporation may be organized under the Wisconsin Nonstock Corporation Law.

ARTICLE IV

Powers

The corporation shall have all of the powers enumerated

in the Wisconsin Non-Stock Corporation Law, to the extent not inconsistent with the Unit Ownership Act, or the Declaration, or the By-Laws, including without limitation, the following:

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

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

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

(d) To determine, levy and collect assessments against the unit owners and use the proceeds thereof in the exercise of its powers and duties, including without limitation, the payment of operating expenses of the corporation and the common expenses relating to

the maintenance, repair, replacement, reconstruction, operation and protection of the common areas and facilities and limited common areas as described and set forth in the Declaration;

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

(f) To make and amend reasonable regulations governing the use and operation of the condominium property in the manner provided by the Declaration;

(g) To enforce by legal means the provisions of the Unit Ownership Act, the Declaration, the By-Laws and any rules and regulations governing the use and operation of the condominium property;

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

(i) To do all things necessary or convenient to effectuate the purposes of the Declaration.

ARTICLE V

Members

There shall be one class of members designated as "Unit

Owner Members". The respective rights and qualifications of members are set forth in the By-Laws of the corporation.

ARTICLE VI

Principal Office and Registered Agent

The location of the principal office of the corporation shall be 536 North 27th Street, Milwaukee, Wisconsin, 53208, and the initial registered agent shall be Michael D. Rosen, 536 North 27th Street, Milwaukee, Wisconsin, 53208.

ARTICLE VII

Directors

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

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

Michael D. Rosen	536 North 27th Street Milwaukee, Wisconsin 53208
Sidney J. Friedman	6800 North 91st Street Milwaukee, Wisconsin 53224
Robert B. Peregrine	633 West Wisconsin Avenue Milwaukee, Wisconsin 53203

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ARTICLE VIII

Incorporator

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

Michael D. Rosen
536 North 27th Street
Milwaukee, Wisconsin 53208

ARTICLE IX

Amendments

Amendments of these Articles shall require the assent of 75 percent of the votes of the members.

ARTICLE X

Stock, Dividends, Dissolution

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

In the event of dissolution of the corporation, all of its assets, after payment of its liabilities, shall be distributed to such one or more non-profit corporations, societies or organizations

having purposes deemed by a majority of its directors to be similar to those of this corporation, and, if none are deemed to exist, then to non-profit corporations, societies or organizations devoted to the promotion of aesthetic, cultural or educational purposes.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand this 18 day of OCTOBER, 1973.

STATE OF WISCONSIN
DEPARTMENT OF STATE
FILED
OCT 26 1973
ROBERT C. ZIMMERMAN
SECRETARY OF STATE

Michael D. Rosen

STATE OF WISCONSIN)
) ss
COUNTY OF MILWAUKEE)

Personally came before me this 18 day of OCTOBER, 1973, the above named MICHAEL D. ROSEN, 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
ROBERT B. PEREGRINE
STATE OF WISCONSIN

Robert B. Peregrine
Notary Public, State of Wisconsin
My Commission is permanent.

This instrument was drafted by Robert B. Peregrine of Peregrine, Marcuvitz, Cameron & Peltin, S.C., 633 West Wisconsin Avenue, Milwaukee, Wisconsin 53203.

Form 1445—1971

United States of America

State of Wisconsin—Department of State

To All to Whom These Presents Shall Come, Greeting:

The undersigned, as Secretary of State of the State of Wisconsin, certifies that

( ) Articles of Incorporation ( ) Amendment to Articles of Incorporation ( ) Statement of Intent to Dissolve
( ) Articles of Dissolution ( ) Articles of Merger ( ) Name reservation
( ) Articles of Consolidation ( ) Restated Articles ( ) Change of Registered Office and/or Agent OF

SERVITE WOODS HOMES ASSOCIATION, INC.

of which the attached is a duplicate, was on the date hereof, accepted and filed in my office.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal at the Capitol, in the City of Madison, on OCT 26 1973

ROBERT C. ZIMMERMAN
Secretary of State

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THIS MUST BE RECORDED WITH THE REGISTER OF DEEDS

Form 103-Sec. State
Certificate of Incorporation

United States of America

State of Wisconsin

Department of State

To All to Whom These Presents Shall Come:

The undersigned, as Secretary of State of the State of Wisconsin, hereby certifies that on October 26, 1973 *Articles of Incorporation were filed in my office under the provisions of Chapter 181 of the Wisconsin Statutes, for the following corporation formed*

WITHOUT STOCK AND NOT FOR PROFIT:

Name: SERVITE WOODS HOMES ASSOCIATION, INC.

Principal Office: 536 North 27th St., Milwaukee, Wisconsin 53208

Purposes for which organized: to serve as an association of unit owners who own real estate and improvements under the condoninium form of use and ownership, as provided in Chap. 703 of the "is. Stats, entitled "Unit Ownership Act" and subject to the terms and conditions of the Condominium Declaration for Servite Woods Condominium Homes,...

I further certify that a certificate has been filed in my office to the effect that a duplicate of said Articles, bearing my certificate, was recorded in the office of the Register of Deeds of Milwaukee *County, Wisconsin, on.* November 1, 1973

THEREFORE, The State of Wisconsin *does hereby grant unto the said corporation the powers and privileges conferred by the Wisconsin Statutes for the purposes stated and in accordance with said Articles.*

In Witness Whereof, I have hereunto set my hand and affixed my official seal, at the Capitol, in the City of Madison, on November 5, 1973

ROBERT C. ZIMMERMAN
Secretary of State

SEE REVERSE FOR MORE INFORMATION

REGISTERED AGENT

Corporations are required by Statute to maintain a registered agent within Wisconsin. The name and address of the initial registered agent were set forth in the Articles of Incorporation, and a specific procedure must be followed in order to change that designation. Form 113 (Sec. State) contains full information and may be utilized to file a change of registered agent and/or the agent's address.

Forms available upon request from Secretary of State, State Capitol, Madison, Wisconsin 53702.

SERVITE WOODS HOMES ASSOCIATION, INC.

DISCLOSURE MATERIALS

SECTION E

MANAGEMENT CONTRACT

MANAGEMENT AGREEMENT

On February 2/12/24, 2024, SERVITE WOODS HOMES ASSOCIATION, INC.(the Association), located at 8543 N. SERVITE WOODS DRIVE, MILWAUKEE, WI 53223, and Hunt Management ("**Agent**"), located at 10520 N. Baehr Road, Suite Q. Mequon, Wisconsin, hereby enter into this Management Agreement (the "Agreement"), under which the Association hereby appoints Hunt Management 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 April 1, 2024 and is for a 1-year 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 the first day of each successive Renewal Term by a minimum of 3.00%, or by such higher 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
April 1, 2024 – March 31, 2025	$ 7,600.00 per month
Onboarding Fee: $3,110.00	Board Meetings: SIX
Current Unit Count: 311	Inspections: SIX

(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 the services described in this Agreement in a competent manner consistent with the terms of this Agreement and standard professional practices in the property management industry. 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.

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 agrees that such financial institutions may include Partner Institutions (as defined in Section 19) and acknowledges the disclosures in Section 19 regarding Agent's relationships with such Partner Institutions. Except as otherwise directed by the Association in accordance with paragraph (e) of this Section 6, Agent will maintain Association reserves and savings in deposits or certificates of deposit with such financial institution(s) as the Board may designate, which financial institution(s) may include Partner Institutions

(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, or such other investments as the Association may specify. The Association will designate the specific investments and amounts to be purchased and, in the case of investments that are securities, the brokerage and custodial institutions through which such investments are to be executed and maintained in the name of the Association. Any investment service fees will be at the expense of the Association. Agent is not an investment or 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 sixty (60) 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. Agent shall attend SIX Board meetings and all membership meetings annually. Unless otherwise agreed in advance, evening meetings will be conducted Monday through Thursday. Any meeting 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 with Board approval, in meeting the Board's obligation to acquire and maintain all forms of insurance required by Wisconsin law 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 Wisconsin law.

Agent shall diligently process all claims for which the Association is responsible. Should Agent perform the tasks of a general contractor under the direction of the Board, 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. 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 C3 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, either directly or through another management company or similar third party, 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 may 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 any expense due to Agent by Association for the aforesaid services shall be as set forth in Exhibit A. 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.

The Agent, at its sole cost and expense, agrees to indemnify, defend, and hold harmless the Association and its employees, managers, members of the Board of Directors, and representatives (individually and collectively, the "**Association Indemnitees**") from and against any and all claims made and/or Damages incurred by any Association 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 Association Indemnitee in connection with the Agent's criminal acts, willful misconduct, gross negligence or material breach of this Agreement, provided that such

claims or legal, administrative, or regulatory actions and proceedings are not attributable to a directive by the Association, its Board of Directors, or its Owners or from the negligence, gross negligence, willful misconduct or bad faith of the Association, its Board of Directors, or its Owners. The Agent's obligation to defend, indemnify, and hold harmless any Association Indemnitee is subject to the condition that as to any particular event: (a) the Association Indemnitee shall notify the Agent in writing as soon as practicable after notice of any such claim is received, and (b) no Association Indemnitee shall take any steps which could prejudice the defense thereof or otherwise prevent the Agent from fully conducting such defense. In the event a claim is made or an action or proceeding is brought against an Association Indemnitee but not the Agent, or legal ethical requirements would require separate counsel for an Association Indemnitee to adequately protect its interests, the choice of such counsel shall be made by Association, subject to the prior approval of the Agent, which approval shall not be unreasonably withheld. The Agent 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.

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 reasonable 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. Any amounts not owed by the Association, subject to this paragraph, shall be turned over to the Association within seven (7) days of the termination date or expiration of the Agreement;

(d) Arrange, at the Association's discretion and 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; and

(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. As a benefit to its clients, Agent may engage in agreements with third-parties to help subsidize, reduce or eliminate costs normally incurred by the Association. Agent has various affiliations and business arrangements, including the following:

(a) Exhibit B (as updated from time to time by supplemental disclosure, amendment or as published on Agent's website) contains a list of:

i. Certain entities ("**Affiliated 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.

ii. Certain financial institutions ("**Partner Institutions**") with which Agent has established partnerships intended to secure the provision of reliable and cost efficient banking services for Agent's client associations. Under depository services agreements with the Partner Institutions, in consideration for the maintenance of deposits by Agent's clients, the Partner Institution agrees to provide depository and commercial banking services to Agent's clients without charge and also provides the Agent with cost renumeration for any additional account maintenance costs incurred by Agent (i.e. deposit processing, transaction reconciliations, exception processing, software integrations, etc.).

(b) 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. 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.

(c) 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.

The Association acknowledges the disclosure of the relationships, affiliations, and activities described above and agrees that such relationships, affiliations, and activities do not constitute a violation of this Agreement or a conflict of interest.

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: SERVITE WOODS HOMES ASSOCIATION, INC.

Date: 2/12/2024 | 1:40 PM PST

By: [signature]

Name: Kelly Rauen

Title: Servite Woods Treasurer

Address: 8543 N. SERVITE WOODS DRIVE, MILWAUKEE, WI 53223

AGENT: Hunt Management

Date: 2/12/2024 | 1:41 PM PST

By: Jeffrey S. Hunt

Name: Jeffrey S. Hunt

Title: President and General Manager

Address: 10520 N. Baehr Road, Suite Q. Mequon, Wisconsin 53092

2024 Standard Exhibits A&B

Exhibit A

Itemized Charges for Administrative Ancillary Expenses and
Periodic Routine Services

ASSOCIATION: SERVITE WOODS HOMES ASSOCIATION, INC.

Item	Charge
New Client Set Up Fee	$10.00 per home / $300.00 minimum / (Financial Management) $10.00 per home / $1,500.00 minimum / (Full Service)
Electronic Data Storage (Statute 703.20 Compliance)	$0.15 per home per month - Minimum of $7.50/month
Records Storage	$4.00 per box per month
Replacement Coupon Booklets (special, off season)	$10.00 per booklet
Black & White Copy / Scanned Document	$0.25 per page
Color Copy	$1.00 per page
Fax Transmission	$1.00 per page
Envelope (various sizes and types)	$0.30 each - $1.00 each
Label (Various Sizes)	$3.00 each sheet (min.)
Postage	Direct Cost / Metered Rate
Manual Check Deposit	$3.00 each
Billing Statement	$3.50 per statement plus postage
E-Statement	$1.00 per statement
1099 / 1096 Forms (required for all non-incorporated vendors who invoice the association more than $600 in a calendar year)	$35.00 set up, $15.00 per each
Other Office Supplies Cost	At Cost
Violation Letter Preparation	$5.00 per letter plus copy, envelope and postage cost
Community Mailings (folding, stuffing, etc.)	$0.25 per piece plus supplies (No charge for Annual Meeting & Budget Mailings)
Use of Agent's Credit Card For Purchases (optional service)	3% of Charge
Termination Off Boarding Fee	$10.00 per home / $300.00 minimum / (Financial Management) $10.00 per home / $1,500.00 minimum / (Full Service)

Alternative Services	
Loan Placement Fee (negotiation/securing loan)	1% of loan if utilized
Meeting Attendance	$100.00 per hour per person if exceeds contract
CAM Hourly Rate	$100.00 per hour if exceeds contract obligations
Administrative Hourly Rate	$60.00 per hour if exceeds contract limit
Maintenance Tech Rate (optional service)	$60.00 per hour

Payroll Processing & Benefits Administration & Employee Screening

Payroll Processing—Onsite Personnel – If Applicable Includes 941 tax filings, regulatory filings & W-2's, federal and state taxes, workers' compensation insurance, payroll processing expense, Cobra administration and other governmental reporting requirements and related overhead costs and liability insurance.	Total Cost Plus 10% - Administrative Total Cost Plus 12% - Maintenance
Benefits Administration— Onsite Personnel – If Applicable All full-time employees (40 hours/week) are entitled to a group medical and life insurance program which goes into effect on the first day of the month following 30 days of employment.	$600.00 per month for all full-time billable onsite Personnel *Estimated 2024 rate. Actual rate may vary year to year
Health Savings Account Contribution – Onsite Personnel Certain medical plans offered by Associa come with a Health Savings Account. Contributions are made Semi-annually in January and July of each year.	$250.00 per contribution per employee *Estimated 2024 contribution rate. Actual rate may vary year to year.
Employee Screening Costs— Onsite Personnel County and state criminal background, drug screen, motor vehicle report, social security report, etc.	Direct cost
Special Services	

Additional services are provided as may become available at the prevailing rate or as mandated by law. All fees listed on this document are subject to reasonable change, from time to time, without prior notice. However, Agent may provide a courtesy notification via regular mail, facsimile or e-mail to the Board President or the Liaison.

Association: SERVITE WOODS HOMES ASSOCIATION, INC. Date: 2/12/2024 | 1:40 PM PST

By: _____ Name: Kelly Rauen

Agent: HUNT MANAGEMENT INCORPORATED Date: 2/12/2024 | 1:41 PM PST

By: Jeffrey S. Hunt Name: JEFFREY S. HUNT

EXHIBIT B

Advanced Technology Group (C3)
Associa Abstract Services, Inc.
Associa Advantage, Inc.
Associa Client Shared Services Center, Inc.
Associa Community Association Websites, Inc.
Associa Community Watch
Associa Developer Services, Inc.
Associa OnCall
Associa Supports Kids
Association Times, Inc.
Associations Insurance Agency, Inc.
CINC
Community Archives, Inc.
Enterprise Bank & Trust
First Associations Bank
First National Bank of Kemp
HOA Collection Services, Inc.
Lincoln Hancock Restoration, LLC
Mutual of Omaha Bank
Pacific Premier Bank
PayLease
Platinum Title Services, LLC
SenEarthCo
Union Bank

*Other entities as periodically may be disclosed through amendment of the Agreement or as published on Agent's website.

Association: SERVITE WOODS OWNERS ASSOCIATION, INC. Date: 2/12/2024 | 1:40 PM PST

By: _____ Name: Kelly Rauen

Agent: HUNT MANAGEMENT INCORPORATED Date: 2/12/2024 | 1:41 PM PST

By: Jeffrey S. Hunt Name: JEFFREY S. HUNT

SERVITE WOODS HOMES ASSOCIATION, INC.

DISCLOSURE MATERIALS

SECTION F

ANNUAL OPERATING BUDGET

HUNT MANAGEMENT INCORPORATED SINCE 1982

A Community Presence

December 3rd, 2025

Dear Servite Woods Homes Owners.

Enclosed are the 2025 Summary of Fees & 2026 Budget as adopted by the Board of Directors.

Please note the new Maintenance Fee schedule for 2026. As a reminder you have the option to have your monthly fee withdrawn from your bank account automatically through an "ACH". If you would like more information on this or to sign up for this option, please contact our office. For those of you that have your bank pay your fees, please advise them to send checks to the following mailing address: Servite Woods Homes, c/o Hunt Management, P.O. Box 1755, Arlington Heights, IL 60006-1755.

While not a requirement, please contact Hunt Management should you wish to purchase a coupon book. The charge is $10/coupon book and payable with your January payment.

MONTHLY MAINTENANCE FEE SCHEDULE
Please see 2026 SUMMARY OF FEES for your portion owed every month.
PAYABLE ON OR BEFORE THE FIRST DAY OF EACH MONTH

The Board of Directors would like to share with you the following reserve balances as of November 2025:

ENTERPRISE BANK RESERVE	$ 433,819.18
ENTERPRISE BANK - HEAT RESERVE BLDG 5	$ 6,874.90
ENTERPRISE BANK - HEAT RESERVE BLDGS 6-9	$ 137,033.62
ENTERPRISE BANK - POOL/LODGE RESERVE	$ 27,418.21
ENTERPRISE BANK - VEHICLE RESERVE	$ 35,152.26
FIRST CITIZENS BANK - 6 MO CD	$ 105,263.48
FIRST CITIZENS BANK – 9 MO CD	$ 5,429.29
TOTAL RESERVES:	**$ 750,990.94**

The Board of Directors and Management will continue their efforts toward maintaining and improving the financial and physical soundness of the Association and thanks you for your continued support toward this goal.

Please email Samantha@HuntManagement.com or call (262) 238-1480 with any questions.

Sincerely,
Hunt Management Incorporated, AAMC90
Management Company for
Servite Woods Homes Association, Inc.
Samantha Hoppe, CMCA, AMS Director of Community Management

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

huntmanagement.com
888-305-1071

Phone: (262) 238-1480
Fax: (262) 238-1485

MEMBER OF community ASSOCIATIONS INSTITUTE

SERVITE WOODS HOMES ASSOCIATION, INC.

2026 SUMMARY OF FEES

HOMEOWNERS ASSOCIATION (HOA)	$379 per month
INSURANCE	$111 per month

Garden Homes Utility Fees:

Building 5 (garage only) heating fees	$ 14 per month
Buildings 6-9 heating fees	
Aspen units	$ 136 per month
Moritz units	$ 105 per month
Stowe and Tahoe units	$ 114 per month
Geneva units	$ 115 per month

* * * * * * * * * * * *

TOTAL FEES FOR ALL UNITS

Building 5	$504 per month
Buildings 6-9	
Aspen units	$626 per month
Moritz units	$595 per month
Stowe and Tahoe units	$604 per month
Geneva units	$605 per month
Servite Dr. and Heather Ave. Town Homes	$490 per month

SERVITE WOODS
2026 BUDGET WORKSHEET

		2025 Budget BUDGET	9/30/2025 YTD Actual Y.T.D. ACTUAL	2026 Budget BUDGET	COMMENTS
INCOME					
60100-00	ASSOCIATION FEES	1,392,036.00	1,108,654.87	1,421,178.86	311 UNITS
60150-00	PREPAIDS	-	(387.70)	-	
60200-00	INSURANCE FEE	380,664.00	253,776.00	414,252.00	311 UNITS
60300-00	BLDG 5 HEATING REVENUE	6,050.00	4,033.36	6,912.00	36 UNITS
60400-00	BLDG 6-9 HEATING REVENUE	198,280.00	132,186.64	194,880.00	144 UNITS/WITH GAS/SQ. FT.
60500-00	INSURANCE CLAIMS PROCEEDS	-	604,298.36	-	
	FINE INCOME		25.00	-	
TOTAL INCOME		**1,977,030.00**	**2,102,586.53**	**2,037,222.86**	
61100-00	LODGE RESERVAIONS	8,500.00	5,300.00	8,500.00	
61200-00	LODGE RENTAL CLEANING FEE	1,000.00	1,500.00	1,000.00	
61300-00	LATE FEES/PENALTIES	8,500.00	23,885.12	8,500.00	
61400-00	DELINQUENT INTEREST INCOME	200.00	4,806.75	200.00	
61500-00	LEGAL FEES RECOVERED	15,000.00	68,570.93	25,000.00	
61700-00	MISCELLANEOUS INCOME	-	1,296.85	-	KEY FOBS, GARAGE REMOTES, AIR FILTERS
62100-00	TRANSFER FEE INCOME	3,000.00	2,100.00	3,000.00	
	TOTAL MISCELLANEOUS INCOME	**36,200.00**	**107,459.65**	**46,200.00**	
70100-00	INTEREST	5,000.00	6,478.31	5,000.00	
TOTAL OPERATING INCOME		**2,018,230.00**	**2,216,524.49**	**2,088,422.86**	
OPERATING EXPENSES					
ADMINISTRATION					
80000-00	MANAGEMENT FEE	93,252.00	70,474.67	95,345.04	$7828 X 3 AND $7984.56 X 9
80100-00	ACCOUNTING	2,000.00	-	2,000.00	TAX RETURNS
80200-00	LEGAL SERVICES	35,000.00	78,496.29	25,000.00	LEGAL FEES FROM ACCODUNTS @ ATTORNEY
80250-00	SERVITE LEGAL FEES	25,500.00	1,800.00	18,000.00	INCLUDES REVIEW OF GOVERNING DOCUMENTS
80300-00	EMPLOYMENT EXPENSES	500.00	484.03	500.00	
80400-00	LICENSES, SUBSCRIPTIONS, WEBSITE	1,800.00	691.07	1,500.00	CITY OF MILW. POOL & STATE OF WI-DFI
80500-00	OFFICE SUPPLIES/ADMINISTRATIVE	2,500.00	6,425.50	6,500.00	POSTAGE, ENVELOPES, COPYING
80900-00	COMPUTERS/OFFICE MACHINES	2,000.00	-	1,000.00	TABLET
80700-00	OFFICE COPYING	-	75.39	-	
80800-00	OFFICE EQUIPMENT LEASING	-	793.49	1,057.00	
80900-00	COMMUNICATION DEVICES	-	695.39	-	LEAF CONTRACT FOR SERVITE OFFICE COPIER
	ANSWERING SERVICE	-	-	-	PROVIDED BY HUNT
	POSTAGE	-	-	-	SEE ACCOUNT 80500-00
	PRINTING	-	-	-	
81300-00	MEETING EXPENSE	1,500.00	578.91	500.00	STAFF MEETINGS, HOLIDAY GATHERING
	TRAVEL	-	-	-	
81500-00	PERSONAL PROPERTY EXPENSE	350.00	-	350.00	
81600-00	OWNERS ACTIVITIES	100.00	-	100.00	
81700-00	WELCOME COMMITTEE	100.00	56.92	200.00	

SERVITE WOODS
2026 BUDGET WORKSHEET

81800-00	POND COMMITTEE	100.00		-	
81900-00	SALES & USE TAX	-	228.39	100.00	
TOTAL ADMINISTRATION		**164,702.00**	**160,800.05**	152,152.04	
				-	
WAGES & BENEFITS					
82100-00	EMPLOYEE WAGES	155,675.00	123,246.13	158,010.12	
82200-00	HEALTH INSURANCE - 70%	27,000.00	23,027.04	33,000.00	PENDING ACTUAL
82250-00	SIMPLE IRA	6,150.00	1,371.94	5,000.00	
82300-00	EMPLOYER PAYROLL TAX (FICA/MED)	11,910.00	8,377.17	12,300.00	
82325-00	FEDERAL UC EXPENSE	126.00	125.99	126.00	
83250-00	STATE UC EXPENSE	1,050.00	272.89	1,000.00	
82400-00	WORKER'S COMP INSURANCE	6,840.00	3,567.52	5,000.00	
82500-00	EMPLOYEE UNIFORM SERVICES	-	-	500.00	
82600-00	PAYROLL SERVICES	3,655.00	4,368.18	5,000.00	
82700-00	LESS GARDEN UNIT LABOR EXPENSE	(7,100.00)	-	(7,350.00)	
	TOTAL WAGES & BENEFITS	**205,306.00**	**164,356.86**	**212,586.12**	
UTILITIES					
83000-00	ELECTRICITY - LODGE	11,900.00	5,652.27	10,000.00	
83100-00	ELECTRICITY - COMMON/GARAGE	12,000.00	9,490.91	12,370.00	
83300-00	GAS - LODGE	3,300.00	3,436.12	4,330.00	
83400-00	TELEPHONE/INTERNET.WIFI	1,300.00	1,184.28	2,000.00	
83500-00	WATER	70,000.00	102,143.80	70,000.00	CITY OF MILW.
83600-00	SEWER	225,000.00	114,141.57	225,000.00	CITY OF MILW.
83700-00	SPRINKLER INSPECTION/REPAIRS	8,000.00	2,783.83	8,000.00	
TOTAL UTILITIES		**331,500.00**	**238,832.78**	**331,700.00**	
CONTRACT SERVICES					
84000-00	LODGE CLEANING	4,500.00	2,895.95	4,500.00	JANPRO & STANLEY STEAMER
84100-00	LAWN CARE/SHRUB PRUNING	125,000.00	57,418.84	130,000.00	LAROSA/BACHER LANDSCAPE - CONTRACT ENDS 2025
84200-00	SNOW SERVICES	118,354.00	73,013.25	118,354.00	BADGER CONSTRUCTION - 3 YR. CONTRACT (2ND SEASON)
84300-00	POND TREATMENT CONTRACT	2,300.00	1,560.00	2,300.00	SOLITUDE LAKE MANAGEMENT
84400-00	CATCH BASINS	6,000.00	12,287.25	7,500.00	HYDRO CLEANING
84500-00	PAINTING	37,000.00	134.05	-	
84600-00	TREE CARE	60,000.00	22,712.95	60,000.00	HOPPE TREE SERVICE, PROPOSAL $17,575 FOR WINTER PRUNE
84700-00	SECURITY SYSTEMS (JOHNSON CONTROLS)	2,400.00	2,005.56	2,400.00	JOHNSON CONTROL
TOTAL CONTRACT SERVICES		**355,554.00**	**172,027.85**	**325,054.00**	
MAINTENANCE SUPPLIES					
85000-00	ASPHALT REPAIR	250.00	3,116.29	250.00	
85050-00	BUILDING GENERAL	25,000.00	165,878.25	25,000.00	
85100-00	ANIMAL CONTROL & DAMAGE REPAIR	20,000.00	25,406.45	20,000.00	
85150-00	CONCRETE (IN HOUSE)	200.00	12,500.00	200.00	
85200-00	ELECTRICAL REPAIRS	8,000.00	7,388.69	8,000.00	

SERVITE WOODS
2026 BUDGET WORKSHEET

85250-00	PLUMBING	8,000.00	16,970.29	10,000.00
85300-00	PAINT SUPPLIES	5,500.00	855.00	-
85350-00	LODGE & COMMON AREA	3,024.00	8,335.74	3,000.00
85400-00	POOL/SUPPLIES/MAINT/REPAIRS	9,000.00	25,475.30	10,000.00
85450-00	LANDSCAPING (IN HOUSE)	7,000.00	5,744.08	7,000.00
85500-00	SNOW REMOVAL SUPPLIES & SALT	1,500.00	1,323.62	1,500.00
85550-00	SMALL TOOLS	3,000.00	366.43	1,250.00
85600-00	VEHICLE REPAIRS/MAINT	5,000.00	4,290.53	5,000.00
85650-00	VEHICLE GAS	2,000.00	895.46	2,000.00
85700-00	SINGNAGE	500.00	-	500.00
85750-00	TOOL & EQUIPENT RENTAL	500.00	152.23	500.00
TOTAL MAINTNEANCE & SUPPLIES		**98,474.00**	**278,698.36**	**94,200.00**
OTHER EXPENSE				
86000-00	MAJOR MAINT RESERVE	259,000.00	194,249.97	380,000.00
	VEHICLE FUND	-	-	-
86300-00	POOL FUND	1,000.00	666.64	4,000.00
86400-00	LODGE FEES TO LODGE RESERVE	8,500.00	5,810.94	8,500.00
TOTAL OTHER EXPENSE		**268,500.00**	**200,727.55**	**392,500.00**
PRIOR YEAR LOSS (SURPLUS)	PRIOR YEARS LOSS/SURPLUS	(69,467.00)	-	(130,512.80)
MONTHLY HOA CALCULATION				
TOTAL EXPENSES		**1,354,569.00**	**1,215,443.45**	**1,377,679.36**
MONTHLY CALCULATION	MONTHLY UNIT ASSESMENT (303 UNIT)	373		379
TOTAL ANNUAL REVENUE	CALCULATED INCOME BASED ON 311 UNITS	**1,392,036.00**		***1,414,053.73***
UTILITY EXPENSES BLDGS 6-9				
87000-00	GAS FUEL	75,000.00	73,213.67	101,000.00
87100-00	BOILER MAINTENANCE - IN HOUSE	2,800.00	221.51	2,800.00
87200-00	MAINTENANCE SERVICES	20,000.00	32,206.22	20,000.00
87300-00	ELECTRICITY - 6, 7, 8 & 9	26,000.00	21,718.50	26,000.00
87400-00	HEAT LABOR ALLOCATION	7,100.00	700.00	7,350.00
87500-00	BOILER FUND	87,000.00	65,250.00	87,000.00
	PRIOR YEARS LOSS/(SURPLUS) YR. 2023	(19,620.00)	-	(50,293.75)
TOTAL UTILITY EXPENSE BLDG. 6-9		**198,280.00**	**193,309.90**	**193,856.25**
	1,440 SQ. FT. EACH-ASPEN- 16 UNITS	136		136
	900 SQ. FT. EACH-MOTIZ- 32 UNITS	105		105
	1,055 SQ. FT. EACH-STOWE- 32 UNITS	114		114
	1,055 SQ. FT. EACH-TAHOE- 32 UNITS	114		114
	1,075 SQ. FT. EACH-GENEVA 32 UNITS	115		115
UTILITY EXPENSE BLDG. 5				
88000-00	GARAGE HEAT BLDG 5	1,365.00	1,667.44	2,500.00
88100-00	MAINTNEANCE SUPPLIES/SERVICES - 5	200.00	-	200.00

SERVITE WOODS
2026 BUDGET WORKSHEET

88200-00	ELECTRICITY - 5A & 5B	4,300.00	2,899.19	5,000.00
	FURNACE FUND	-	-	-
	PRIOR YEARS LOSS/(SURPLUS) YR. 2023	185.00	-	(1,824.88)
TOTAL UTILITY EXPENSE BLDG. 5		**6,050.00**	**4,566.63**	**5,875.12**
	UNIT ALLOCATION	**14**		**14**
INSURANCE				
89000-00	VEHICLE INSURANCE	2,342.00	-	2,694.00
89100-00	COMMERCIAL UMBRELLA	3,621.00	-	4,165.00
89200-00	LIABILITY/PROPERTY/FIDELITY	349,165.00	290,555.51	388,585.00
89300-00	DIRECTORS & OFFICERS	5,000.00	-	4,000.00
	INSURANCE DEDUCTIBLE	-	-	-
89500-00	INSURANCE CLAIM	-	551,941.16	-
	PRIOR YEARS LOSS/(SURPLUS)	9,525.00		4,078.00
TOTAL INSURANCE EXPENSE		**369,653.00**	**842,496.67**	403,522.00
MONTHLY INSURANCE CALCULATION	/12/303	**102**		**111**
TOTAL ANNUAL REVENUE	X12/311	**380,664.00**		**414,176.05**

MAJOR MAINTENANCE PROJECTS 2026

RESERVE EXPENSE					
90-90100-00	ROOF & GUTTERS	75,000.00	69,960.00	120,808.00	
90-90200-00	MASONRY / BRICK WORK	15,000.00	15,000.00	35,308.00	BRYAVA CONSTRUCTION
90-90300-00	CONCRETE REPLACEMENT - FLATWORK	25,000.00	12,500.00	24,476.00	BRYAVA CONSTRUCTION
90-90400-00	INTERCOM SYSTEM	20,000.00		26,522.00	PIEPER POWER - SIGNED CONTRACT FOR 7A & 8A FOR 2025
90-90500-00	SIDING PROJECT	62,000.00	104,116.04	167,055.00	PROPOSAL FOR $161,313, 4 TOWNHOUSE BUILDINGS
90-90600-00	FOUNDATION REPAIRS	25,000.00	15,840.75	50,000.00	TO INCLUDE GYPCRETE FLOOR
90-90700-00	ENTRY DOOR REPLACEMENT	7,000.00		-	
90-90800-00	RAILINGS	30,000.00	12,743.00	53,458.00	BADGER RAILINGS 2026 = LONG RAILINGS NEAR 7A & 8B & BALCONY RAILINGS
90-90150-00	VAPRO BLAST ATRIUMS/BALCONIES	30,000.00	15,885.00	-	
90-91200-00	ATRIUMS	35,000.00		-	
	SEALANTS	-	-	19,508.00	TO BE DONE IN HOUSE BY MAINTENANCE - MATERIAL ONLY
	CONCRETE CATWALKS, WATERPROOFING	-	-	69,205.00	GARDEN SIDE
	WALLS, WOOD SIDING, PAINT FINISHES	-		48,112.00	OPERATING EXPENSE IN 2025
	WATER HEATER REPLACEMENTS	-	-	10,101.00	
	CATCH BASINS REPAIRS			11,396.00	OPERATING EXPENSE IN 2025
	RETAINING WALLS	-	-	23,569.00	
	GARAGE DOORS & OPERATORS - GARDEN	-	-	9,013.00	OPERATING EXPENSE IN 2025
	SUMP PUMPS	-	-	5,221.00	OPERATING EXPENSE IN 2025
90-91300-00	UNALLOCATED FUNDS	50,000.00	1,505.00	-	
	TOTAL RESERVE PROJECTS	**374,000.00**	**247,549.79**	**673,752.00**	

SERVITE WOODS HOMES ASSOCIATION, INC.

DISCLOSURE MATERIALS

SECTION G

RULES & REGULATIONS

SERVITE WOODS HOMES ASSOCIATION, INC.

RULES, REGULATIONS AND GUIDELINES

(Document III of Condominium Documents)

October 17, 2014

SERVITE WOODS HOMES ASSOCIATION, INC.

RULES, REGULATIONS AND GUIDELINES

Condominium living combines the principles of single ownership with group ownership in common with all other owners in the condominium community. This common ownership requires rules and regulations to establish everyone's rights and obligations.

The following Rules, Regulations and Guidelines of Servite Woods Homes Association, Inc. have been instituted and modified over the years in order to maintain a harmonious community. To create such an atmosphere, an attempt has been made to provide regulations that satisfy the wishes and life-style of the majority of residents while adjusting to changing circumstances. At times, these objectives may seem to be contradictory, for in some cases residents accustomed to independent living may need to conform to rules and regulations more appropriate to community living.

When rules, regulations or guidelines are amended to meet new situations, or to meet the needs of legal regulations, all owners are informed of the changes and provided with a copy of the amended section. All owners are encouraged to keep an up-to-date file. (Wayne Bartelt)

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NOTE:
This document, approved by Board of Directors 11/19/08, replaces all previous versions of Servite Woods Homes Association, Inc. Rules, Regulations and Guidelines. It has been reorganized to make it easier to identify individual topics. Previous versions (including amendment dates) are on file in the Association office.

1. OWNER RESPONSIBILITIES, VACANCY, WINTER HEATING, INSURANCE

1.1 Unit Vacancy (10-17-14)

(1) Notification of Vacancy and Turnover of Key. Any unit owner leaving his or her unit unoccupied for a period of seven (7) days or more, for any reason, shall notify the property manager of the same. The unit owner shall provide the property manager with updated information for how he or she may be reached in case of emergency, and the estimated date of return. The unit owner shall also provide the property manager a current key to his or her unit, which shall be kept in the custody and control of the property manager and the president of the Board.

(2) Access to Unit. In the event the Association is required to enter a vacated unit, the unit owner's failure to turn over a key will be deemed permission to enter the unit using a locksmith. All charges incurred will be the responsibility of the unit owner.

1.2 Winter Heating (10-17-14)

(1) Minimum Temperature. All unit owners shall maintain the thermostat in their units to at least 65 degrees Fahrenheit from September 1st until June 21st to prevent damage caused by freezing pipes. This requirement applies to all units, whether occupied, vacant or abandoned. If damage to any part of the condominium is caused because of the failure of a unit owner to comply with this rule, the owner of said unit shall be deemed negligent and bear the responsibility for all costs, which shall become a lien on the unit if not paid.

(2) Unoccupied Units. In the event a unit is unoccupied, or the Board reasonably believes a unit is unoccupied, and the outside temperature is at or below freezing, the Board may enter the unit to ensure that a minimum temperature being maintained in such unit, in order to prevent freezing pipes from damaging the condominium common elements or other units. The Board will make a reasonable effort to contact the owner of the unit to be entered in advance of entering the unit.

1.3. Insurance (10-17-14)

(1) Requirements. All unit owners are required to purchase a condominium homeowners insurance policy. The individual policy should be written to provide coverage for personal liability, personal property, improvements, and betterments of the unit. Premiums for such insurance shall be an individual expense of the respective unit owner.

(2) Proof of Insurance. Proof of condominium homeowners insurance must be in the form of a certificate of insurance, or in such other form sufficient to verify coverage. Proof of insurance coverage must be provided to the Association within ten (10) days after transfer of ownership and every year thereafter. Proof of current coverage shall be provided to the Association prior to the date the Association validates a unit owner's lodge and pool keys. The lodge and pool keys shall not be validated unless the proof of current coverage is on file with the Association. Failure to provide proof of insurance within the prescribed time shall be considered a violation and will result in a fine.

(3) Coordination. Unit owners are encouraged, but not required, to coordinate their homeowner's insurance coverage with the Association's insurance policy. Unit owners who wish to do so should contact the property manager.

2. ARCHITECTURAL, GROUNDS AND LANDSCAPING

2.1 General

(1) Any additions to an existing building, exterior building, exterior alteration, modifications or change to an existing building, or any new structure must have the approval of the Buildings and Grounds Committee and final approval by the Board of Directors.

(2) All requests for improvements to buildings or grounds by an owner must be presented in writing to the Buildings and Grounds Committee for approval. If approved, the owner shall be responsible for payment and installation of such improvement. The Buildings and Grounds Committee will review each request to verify compliance with Association standards.

(3) The Buildings and Grounds Committee will consider only those written requests for modifications that are not in violation of the Association By-Laws. The request must include all information necessary for the committee to take action. Required data includes the dimensions, material specifications, location, color and sketches concerning the request.

Approval of any project by the committee does not waive the necessity of the owner obtaining city approval if required.

(4) Requests from unit owners should complement the landscape and architectural design of the community and may not obstruct or detract from a neighbors' view, interfere with maintenance, or infringe on other unit owners' rights. Only exterior material compatible with existing structures, or with the architectural design character of the community, will be considered for approval.

(5) Any modifications made without the approval of the Buildings and Grounds Committee or the Board of Directors will be considered a violation of the Association By-Laws.

(6) The committee will respond to a request within 30 days.

(7) If a request is rejected, the resident is free to request that the committee reconsider its position and is encouraged to present new or additional information. Final appeal may be made to the Board of Directors.

(8) All requests and actions will be filed in the Association office, along with decisions made.

(9) Work on any approved application to modify any Limited Common Area or Common Area must be started within twelve (12) months after the date of approval [date of approval being ten (10) days after the publication in the *L'Eaves Dropper*]. If work has

not commenced within said period of time, the approved application is rescinded. If work is not completed within sixty (60) days after commencement, the Association shall have the right to complete the work according to the approved application or to restore the area to the original condition. In either case, the cost will be assessed to the owner.

(10) Repairs, maintenance, or additions by Unit Owner. If a unit owner opts to perform a repair, maintenance, or addition to any portion of their own unit that could possibly cause damage to another unit or the condominium (eg. anything beyond the parameters of their own unit), the owner must utilize a professional in the field who is licensed if required by law and insured for liability to others, including its employees. This includes, but is not limited to, work related to plumbing, electricity, or structural alteration.

2.2 Improvements Relative to Property Sale

(1) If an application to modify any Limited Common or Common Area has been approved and work has commenced but is not completed and the unit is to be sold, the buyer shall be successor to all the rights and responsibilities relative to the application of the seller.

(2) If an application to modify any Limited Common or Common Area has been approved and work has commenced but not completed and the unit is to be sold, it is the seller's obligation to make full disclosure to the buyer who shall be successor to all the rights and responsibilities relative to the application of the seller.

(3) When a prospective buyer requests a Certificate of Payment from the Association, such certificate shall disclose any approved application for the modification of Limited Common Area. If the modifications are not complete at the time of sale, this will be noted on the closing certificate.

2.3 Dish Satellite Antennas

(1) No television or other exterior antennas of any type for reception of local VHF and UHF stations may be erected by residents.

(2) Residents may erect a small dish type satellite antenna (40 inches or less in diameter) for their unit. A dish may not be installed in any common area (roof, exterior walls, and areas outside of the "exclusive use" area). Cables from the dish to the building must be buried or secured according to local codes to prevent a trip hazard, and must enter the building at the nearest possible location. Cables may not be run along the exterior of the building.

(3) Residents must remove all equipment from the exterior of the unit and restore it to original condition fourteen (14) days prior to the sale of the unit or they will be charged for the removal of equipment plus a $100.00 service charge.

(4) Dishes installed prior to 5/17/06 are considered grandfathered until such time that there is a change or modification to the service or equipment or the unit is sold. If the service or equipment is changed, altered or modified, it will be considered a new installation and must meet the current requirements.

(5) If maintenance needs to be performed in the area of the dish or the cables, the owner will be responsible for all costs involved in removing the equipment for the work to be performed, and for the reinstallation of the equipment after the maintenance work has been completed. The Association will not be responsible for any disruption in service.

2.4 Skylights

(1) Skylights will be permitted only under the following conditions:

a. Installation and specifications for skylight(s) must be approved in writing by the Buildings and Grounds Committee and the Resident Maintenance Manager. Installation of skylight(s) shall not be installed on roofs more than ten (10) years old. The Buildings and Grounds Committee and the Resident Maintenance Manager may withhold their approval at their discretion.
b. The appropriate approval and disclaimer form must be obtained from the Association Office, completed, and returned to the office prior to installation of the skylight(s). The unit owner must provide warranty information to the office prior to installation.
c. Under no circumstances may the unit owner install the skylight(s). Installation must be done by a professional manufacturer or manufacturer's representative of skylights, with a reputable roofer, or a contractor licensed to do work in Wisconsin, with the location approval of the Resident Maintenance Manager.
d. Any and all expenses resulting from any problems and/or damage caused by the installation of the skylight(s) is the sole responsibility of the current owner and all future owners. It is the responsibility of the current owner to notify or advise the next owner of this liability and responsibility as a result of the installation of the skylight(s).
e. The Association will at no time (present or future) be held liable for any problems, damage or expenses resulting from the installation of the skylights. The unit owner shall indemnify and hold the Association harmless from any and all costs, expenses or claims related to installation of the skylight(s) in his/her unit.

(2) Specifications of skylights must be as indicated below or equivalent to the following:

a. The skylight(s) must be circular in shape.
b. The skylight(s) must have roof dome of injection molded impact-resistant, acrylic with UV protection characteristics, classified as CCZ material. It must be 0.125 inch thickness with a visible light transmission of 92%. The dome ring must be of polymetric non-corrosive material. The dome seal must be breathable weather strip material of 0.25 inch pile.
c. Roof flashing must be one of two materials: metal with protective coating that combats corrosive materials, or made of CCZ polypropylene 30% inca filled expansion joint seal of breathable weather strip material with polymetric base minimum 0.25 inch pile.
d. The light reflecting tube must be constructed of aluminum sheet, reflecting surface must meet AAMA designation MZ1C31A31 with specular reflectance of 92% and total reflectance of 95%.
e. The ceiling ring must be of ABS non-corrosive material.

2.5 Air Conditioning Units

(1) Window Air Conditioners: Because they do not maintain the architectural integrity of the complex, window air conditioning units are not allowed.

(2) Central Air Conditioners: In all units that are equipped with central air conditioning units, the maintenance and repair of such units are the responsibility of the homeowner.

2.6 Outdoor Grills (and Fire Pits)

(1) All grills must be portable so as to facilitate necessary maintenance to buildings and/or grounds.

(2) The placement and use of outdoor cooking grills is subject to the following rules:

a. Charcoal grills and portable fire pits are prohibited on balconies, patios and in atriums **(Amended 5/19/10).**

b. Charcoal grills may be used on ground floors at least ten feet (10') from the building.

c. Gas grills are not allowed on balconies or in atriums. Gas grills are allowed on patios and must use gas cylinders with overfill protection devices. (Amended 5/20/09, 5/19/10)

d. Grills connected to natural gas: Grills may be hard piped for natural gas if done in accordance with local and National Fire Protection Association (NFPA) codes.

(3) For grills which use LP or natural gas fuel, the exterior terminus of the permanent piping shall extend no more than three (3) inches from the building wall and must provide either manual shut-off or an automatic shut-off in conjunction with a "quick disconnect" feature. Piping from gas supply to the grill must be of a flexible type.

(4) Violators can be fined at the discretion of the Board of Directors as stated in the Condominium By-Laws, Article VII, Section 6 and Section 10 of Rules, Regulations and Guidelines.

2.7 Signs

(1) Political signs: No outside sign of any kind shall be displayed to the public from any unit or common area. Window signs or posters, no larger than 1 ft. by 2 ft., may be displayed in one window only of any individual unit from between thirty (30) days prior to an election and the day immediately following that election.

(2) Real Estate signs: Real estate open house yard signs are limited to the day of the open house only. Window signs are prohibited.

(3) Miscellaneous: No signs of any kind shall be displayed to the public from any unit or common area without prior consent of the Association (see #1 and #2 above).

2.8 Outside Holiday Decorations

(1) Outside holiday decorations are not only permissible but encouraged at Servite Woods, and may be displayed from thirty (30) days before the holiday to thirty (30) days after the holiday.

(2) Exterior Lighting: No exterior lighting shall be erected that is permanent in nature or directed in such a manner as to create an annoyance to neighbors.

(3) Appropriate Electrical Connections: Holiday decorations are only allowed to be plugged into an external house mounted electrical outlet and may not be plugged into any light fixture. Note: Failure to follow this safety rule will result in a fine of seventy-five dollars ($75.00) for each offense.

2.9 Front Doors, Windows and Overhead Garage Doors (Amended 11/17/2010)

(1) Doors and windows: Before any changes are made, the homeowner must fill out and submit a NOTICE OF INTENT TO INSTALL/REPLACE UNIT IMPROVEMENT form to the Building and Grounds Committee

a) All doors and windows are owned by owner but must conform to Association standards as approved by the Buildings and Grounds Committee.

b) All entrance (front) doors must be equipped with a storm door and storm doors must conform to Building and Grounds Committee specifications.

c) Replacements for any front doors, storm doors, or windows must meet the specifications approved by the Buildings and Grounds Committee.

d) All entrance (front) doors are painted by owner or as contracted by owner at owner's expense. Paint is not provided by the association.

(2) Garage doors (Townhouses): Before any changes are made, the homeowner must fill out and submit a NOTICE OF INTENT TO INSTALL/REPLACE UNIT IMPROVEMENT form to the Building and Grounds Committee

a) Garage doors installed prior to 3/21/07 are considered grandfathered until such time that there is a change or modification to the equipment. If a garage door is changed, altered or modified, it will be considered a new installation and must meet specifications approved by the Building and Grounds Committee.

b) For townhouses with garage doors grandfathered as identified above - when the building is painted, garage doors must be painted. Painting is to be done by owner or as contracted by owner, at owner's expense. Paint is provided by Association.

c) For townhouses with garage doors grandfathered as identified above, painting of garage doors may also be required by the Building and Grounds Committee. All painting is to be done by owner or as contracted by owner, at owner's expense. Paint is provided by Association.

2.10 Miscellaneous

(1) Awnings:

Awnings do not enhance the aesthetic qualities of the community and are, therefore, forbidden.

(2) Window Wells:

Covers for window wells in Phase I Townhouses were approved (standards in standard book). We do not encourage covers: the Association is not responsible for damage.

(3) Hose Bibs:

Townhouses and Aspen units of Garden Apartments: Each unit owner shall be responsible for the proper drainage and winterizing of any outdoor hose connections, if the shut-off valve and drain to such outdoor faucet is within the owner's unit. Any damage created to Common Area by reason of the owner's failure to drain the outdoor faucet shall be repaired by the Association, and the cost thereof assessed against the unit owner responsible for such improper maintenance.

(4) Sump Pumps:

The Association shall maintain sump pumps in good operating condition. However, the unit owner shall notify the Association of any improper operation of the sump pumps in his/her unit and shall, at all times, keep the sump pump motor connected to an electrical outlet. The Association shall not be liable for damage to unit improvements or furnishings resulting from the faulty operation of a sump pump.

2.11 Landscaping

(1) **Landscaping Improvements – Owners**

a. All landscaping improvements must be contiguous to the unit being improved. Any improved area shall continue to be Common Area rather than an extension of the Limited Common Area of the owner.

b. Requests for planting must be approved by the Buildings and Grounds Committee in consultation with the Resident Maintenance Manager.

c. Additions or alterations made by owners to shrubs or trees must be approved by the Buildings and Ground Committee. These changes are then the responsibility of the owner for maintenance and replacement with the exception of trimming. To avoid confusion and maintain uniformity, trimming will be included in Association contract.

d. If, after a modification is made, a resident no longer wishes to continue with this responsibility or does not maintain it, the Association will again assume responsibility, but it will then be maintained at Association standards.

e. Only flowers and shrubs may be planted by owners with committee approval at owner's expense. Vegetable gardens are not allowed.

f. Plantings shall not interfere with normal buildings and grounds maintenance. Flowers planted around trees, shrubs or in beds should be planted so that they do not hang over the grass when full grown. Mowers are not responsible for damage. No gravel or decorative stones are allowed.

g. The Association does not approve edgings, other than diamond edging, but does not encourage use of diamond edging. If resident does use it, the Association is not responsible if it is damaged by mowers, snow removal or in any way.

h. Maintenance and watering of the plantings are the owner's responsibility and if not properly maintained, the plantings are subject to removal.

i. The planted areas shall continue to be Common Area with the Association reserving the right to terminate authority previously granted and to remove improvements should such action be necessary.

j. Watering of lawns by owners is permitted. All hoses not in use shall be removed from the Common Area.

(2) **Replacement of Shrubs and Trees – Association**

a. The Association will add no new plantings unless approved by the Buildings and Grounds Committee and the Board of Directors. We have some areas which were deliberately left in a natural state.

b. The Association will not establish a fund for replacement of trees as memorials. If trees die or must be replaced, they will be budgeted.

c. Replacement does not always mean the same kind of tree or bush or in the exact pot from which it was removed. Sometimes it is necessary to change the type used because of soil, or amount of shade or sun etc.

d. Trees or shrubs are not removed or replaced just because a resident or residents decide they do not like or want a tree or shrub. The Association does not remove healthy trees or shrubs unless a problem is being created that can be rectified no other way.

e. The West berm is on a Wisconsin Electric easement. No trees may be planted on this berm. What is on the berm at this time has been approved and cannot be added to, but can be replaced with a low planting, if necessary.

(3) **Trimming of trees and Shrubs**

a. Trimming of all trees and shrubs is done by a contractor.

b. No trimming is to be done by resident.

2.12 Patio and Sidewalk Improvements and Fencing

(1) The Buildings and Grounds Committee shall recommend to the Board of Directors standards for construction specifications and other conditions and limitations upon the improved area.

(2) As set forth in ARTICLE IV, Section 1 of the Declaration of Condominium, alterations of a portion of the Common Area may be specifically requested by a property owner but must be approved by the Buildings and Grounds Committee and authorized by the Board of Directors.

(3) All patio improvements and extensions and associated landscaping improvements must be contiguous to the unit being improved.

(4) Any improved area shall continue to be Common Area rather than an extension of the Limited Common Area of the owner.

(5) The Association is responsible for only those patios that are the original size put in by the building. If they have been altered, they are the responsibility of the unit owner (Unit file shows changes)

(6) The Associations replaces patios when the step down from the unit is more than eight (8) inches, if they are tilting badly or generally in bad condition. Standard size at Association expense, if altered at owner's expense.

(7) The Association reserves the right to terminate authority previously granted and to remove improvements at the expense of the Association at any time should such action be deemed necessary or desirable by the Board of Directors.

(8) The improvement costs, including damage to Common Area due to construction, and expense of maintenance and repair of authorized improvements to be made on Common Area, shall be paid by the owner securing such authority and his successors and assigns.

(9) Additional patio railing must be approved by the Building and Grounds Committee, following the same procedure as for other improvements.

(10) Patio lighting was approved as described in standards book. No decorative lighting has been approved.

(11) Any materials used for the construction of patios, other than concrete, must be specifically approved by the Building and Grounds Committee. Specifications for Concrete patios are listed below.

(12) All improvements must take into consideration elevation and grade so as to avoid any possible drainage problems.

(13) Specifications for Concrete Patios

a. Concrete shall be at least 4" thick with wire mesh reinforcement, and be compatible with existing concrete.
b. An expansion strip shall be placed next to the building and any adjoining concrete.
c. Pitch of slab shall be away from the building.
d. Construction must be completed within ten (10) working days from starting date.
e. It will be the owner's responsibility to see that all excavated, construction and waste materials are removed from the site and the adjoining Common Area land restored to its original condition.
f. All slabs to be placed on a minimum of 4" bank run gravel based, well tamped.
g. No extension longer than 4' 0" to be made without a "score" line at each 4' 0" increment.
h. The minimum concrete mixture will be a 5-bag mix.

(14) Specifications for Fencing

a. Not to exceed 5' 0" in height.
b. "DOUGLAS FIR" 4x4s with below ground extension treated with a wood preservative.
c. All 4x4s to be set to a depth of 4' 0" below grade, in a perfect vertical alignment, with a backfill consisting of a stone free mix of 50% soil and 50% fine sand, well tamped by layers.
d. Top and bottom 2x4 rails to be "REDWOOD" or "CEDAR", rough sawn.
e. Vertical screen boards to be 1x4 "REDWOOD" or "CEDAR", rough sawn.
f. The construction to be with galvanized nails, not staples! Nails to be sunk.
g. One coat of penetrating stain, a second coat of semi-transparent or pigmented stain, on dry surfaces both applied after erection.
h. Stain color to match trim color of building.

Servite Woods Homeowners Association, Inc.
8543 North Servite Drive, Milwaukee, Wisconsin 53223
(414) 355-1100 Fax (414) 355-5290

LODGE RULES & RENTAL CONTRACT

This Lodge belongs to YOU and all Servite Woods homeowners.

Read the attached rules carefully.
You will be held financially responsible for any damage,
theft, or failure to follow the Lodge Rules

REMEMBER….

Lodge rental does not include pool privileges during rental period.

The Lodge is a NO SMOKING area.
(Violators are subject to a $200.00 fine)

Tampering with security cameras in prohibited
(Violators are subject to a $100.00 fine)

Smoke detectors are connected to the Fire Department.
If the smoke detectors go off, fire engines will be dispatched to the Lodge.

Removal of garbage and debris immediately following the event
is your responsibility.

ENJOY YOUR LODGE
TREAT IT WITH RESPECT

(If you have any questions, consult the Administrator)

Lodge Rules & Regulations

(1) THE LODGE IS A NO SMOKING FACILITY; this includes smoke machines and devices that produce smoke. ILLEGAL DRUGS ARE NOT PERMITTED. Any violation of this rule will result in a $200.00 fine.

(2) As of 1/1/04, reservations will not be accepted for back-to-back events. Reservations will be accepted for **Friday, Saturday, and Sunday only rentals**.

(3) Grilling/barbecuing is always prohibited on the deck and in the pool area.

(4) Reservation of the Lodge I**NCLUDES** the following:

- The exterior areas WEST of the meeting room
- The DECK facing the pond.

Reservation of the Lodge **DOES NOT INCLUDE** the following:

- Exterior recreational area
- The **POOL privileges** area during the event ($500.00 fine).
- Tennis Courts

(5) No persons under the age of 18 are permitted in the Lodge without being accompanied by an adult resident who shall be responsible for their actions. If the owner reserves the Lodge for their child/children, then the owner is FINCIALLY RESPONSIBLE for all damages or theft that occurs to the Lodge.

(6) An **owner** when bringing guests into the Lodge, **MUST** always remain in attendance at all times and is personally responsible for any damage or theft on or about the Lodge premises.

(7) **Owners** reserving the Lodge will inspect the premises prior to the reserved time. They will make notations as to any irregularities and will advise the Administrator in writing of such irregularity prior to confirming the reservations.

(8) **Owners** are responsible for keeping all doors closed while air conditioning and heating systems are in operation. Owners will be responsible for any damage caused if doors are left open. The thermostat will be set at 70 degrees (winter and 76 degrees (summer) during normal Lodge hours and setback other times for energy savings; tampering with the thermostat will result in a fine.

(9) A $150.00 Security Deposit is required for all Lodge reservations. The security deposit MUST be received from the **OWNER's** personal funds and NOT from a non-owner. The entire Security Deposit will be held for a period of (10) days following the event and will be refunded to the owner once it has been determined by the Administration that nothing is missing, and no damage has occurred to either the interior or exteriors of the Lodge and grounds.

(10) If the owner CANCELS a reservation date for the Lodge AFTER the *L'Eaves Dropper* newsletter has been printed and distributed, the owner will FORFEIT the Security Deposit.

(11) No reservations for private parties will be accepted for the following dates: 4th of July, Thanksgiving, December 24th, December 25th, December 31st, January 1st.

(12) Reservations for private parties may be made one year in advance of the event. **Owners** may reserve the same high-demand date in succeeding years ONLY if no other owner has requested that date within one week.

(13) The Security Deposit of One hundred and Fifty ($150.00) Reservation Fee for Lodge rental (According to number of guests) and MUST be received and confirmed by the Administrator by the 20th day of the month preceding the date of the scheduled event. The reserved dates will be posted on the calendar in the *L'Eaves Dropper* newsletter notifying other owners that the Lodge is reserved for that particular date.

(14) The Security Deposit AND Lodge Reservation Fee for Lodge rental is based on the number of guests that will be attending the event. The following is a breakdown of the fees and deposits:

0-12 guests	No reservation fee
13-50 guests	$200.00 reservation fee (Non-Refundable) $150.00 Security Deposit (Refundable)
51-100 guests	$250.00 reservation fee (Non-Refundable) $150.00 Security Deposit (Refundable)

(15) The Lodge is also available for post-Funeral functions. The above fees will be assessed based on the number of people anticipated to attend.

(16) Unreserved Use of the Lodge

The Lodge may be used Without Reservation as follows:

- Unreserved use of Lodge must be between 9:00 AM and 11:00 PM
- No security fee is required for unreserved use.
- Owner MUST be in attendance for unreserved use.
- Owner is responsible for damages that may occur during unreserved use.
- PROHIBITED: The Lodge MAY NOT be used solely for the purpose of function such as WORSHIP, BIBLE STUDY OR POLITICAL ACTIVITES.

(17) Enforcement

Violations of these rules may be reported by any adult owner in one of the following manners:

- In writing, listing name of offender if known, violation observed, time and place of occurrence, name, and address of reporting owner.

If the infraction is a violation of a City of Milwaukee ordinance, contact:

- Milwaukee Police Department
- Association Board of Directors
- Administrator

(18) Any infraction of Lodge Rules, except as otherwise stated, shall be enforced in the following manner:

- 1st Infraction – Send a certified letter or warning explaining the violation(s). Owner is responsible for damages incurred.

- 2nd Infraction – Send a certified letter requesting an appearance before the Board of Directors. Action taken by the Board may include the assessment of a penalty of up to $150.0 and/or suspension of the owner's right to utilize the recreational facilities for a period of one (1) year.

- If the Board suspends the owner's right to utilize the recreational facilities, the owner must turn in their Lodge/Pool key to the Association office for the suspension period.

Servite Woods Homeowners Association, Inc.
8543 North Servite Drive, Milwaukee, Wisconsin 53223
(414) 355-1100 Fax (414) 355-5290

LODGE RENTAL CONTRACT

I, the undersigned, make application for the use of the Lodge for the private use for (state purpose) _____

From 9:00 AM to 9:00 AM o'clock on (date)_____, 20_____

and tender a total amount of $_____

Number of guests _____

Reservation Fee:	0 - 12 guests	No reservation fee
	13 - 50 guests	$200.00 reservation fee
	51 - 100 guests	$250.00 reservation fee

Name of catering service _____ Phone_____

Set up time needed (not to exceed three (3) hours immediately prior to party) _____

I agree: (Please initial in each space provided by each number)

1. To comply with all condominium documents and Lodge Rules concerning usage. Copy of Lodge Rules is attached. _____

2. To pay a Security Deposit of $150.00 for each 24-hour period on or before 3:30p.m. of the 20th date of the month preceding reserved date. The reservation fee of $200.00 to be paid 10 days prior to reservation date. If such amount is not received within the times specified, this agreement shall be null and void, and the Reservation Fee will be cancelled. The Reservation Fee will be forfeited if the reservation is cancelled after the L'EAVES DROPPER has been printed. _____

3. To meet with a person designated by the Administrator for a pre-party inspection and post-party inspection. _____

4. Not to use the Lodge solely for any commercial or political fundraising activities or for religious activities (i.e., worship services, Bible studies, prayer meetings and/or rallies). _____

5. To leave the Lodge premises and adjacent outside areas in a clean and orderly fashion, and to securely tie and dispose of all garbage bags into the dumpster near the maintenance garage. _____

6. Maintaining Orderliness:

   a. To return all folding tables and chairs to the storage room and to stack them in the same areas and in the same manner they were stacked upon arrival. _____

   b. To return all furniture to the original location, including sofas, tables, and chairs. _____

7. To pay for any theft, damage or additional cleaning service which might be incurred during the rental period (until 9:00 AM the following day), and I authorize the use of my Security Deposit to be applied for that purpose. I further agree that if theft, damage, or additional cleaning costs exceed $150.00, I will be held responsible for the additional costs. Damage or theft must be documented in writing and must be reported to the Association office as soon as possible. _____

8. To make sure that no one in my group parks on the grass or in a way that would deny emergency vehicles access to the Lodge. _____

9. That I may not hang any decorations, pictures, etc., from the walls, ceilings, or artificial trees. I further agree that I will not use tape, tacks, or any other means to affix anything to the walls, ceilings, or artificial trees. I understand that candles and helium balloons are not allowed, and that all decorations, inside and outside, are to be removed. _____

10. To consent to the administrative imposition of fines as set forth in the attached schedule. _____

11. To be in attendance throughout the reserved time period. It is my responsibility to see that the building is secured, and all exit doors are locked. _____

12. Party givers are responsible for any accidents that might occur as a result of the Lodge rental. _____

13. To be responsible for any actions of my guests attending this function. _____

14. All guests must leave the lodge by 11p.m. of the rental day. ----------

15. **Pool area violation** during owner's rental period is a **$500.00** fine. _____

16. The **Owner** must pick up the keys to lodge from the Administrator and drop off the keys to the Administrator. The lodge keys will always remain in the owner's possession during the rental period.

_____

I acknowledge that I have received the published rules for the use and enjoyment of the Lodge and specifically acknowledge my responsibility as a host to fully comply with all rules. I understand that all or part of my $150.00 Security Deposit may be withheld for inadequate cleaning, damage, or rule infractions. (See Lodge Rules)

Dated _____ Signed_____

Home Phone _____ Business Phone _____

Pay Security Deposit of $150.00 by (date) _____

Pay Reservation Fee of $_____ by (date) _____

Keys to the Lodge and kitchen cleaning supply closet will be furnished the evening before reservation time by the Administrator and must be returned prior to the return of the Security Deposit.

Date Key Given _____ Tag Color _____ Date Key Returned _____

4. SWIMMING POOL RULES

The following rules have been adopted to provide minimum guidelines for your enjoyment of the Servite Woods swimming pool. Common sense has dictated the wording of some of these rules, while others are dictated by the mandatory adherence to the City of Milwaukee Health Department Rules for Swimming Places.

4. 1 General

(1) Our pool will be open to residents and their guests at all times subject to the following:

a. During the summer months, the pool will be open between 6:00 a.m. and 8:00 a.m. and between 10:00 a.m. and 11:00 p.m. The pool will be closed daily between 8:00 a.m. and 10:00 a.m. for regular cleaning and maintenance.

b. Children under 18 years of age must be accompanied by a responsible adult resident.

c. Infants not toilet-trained should be adequately diapered and must wear heavy plastic or rubber pants under the swimsuit.

(2) Guests are defined as anyone who is not a resident of Servite Woods and, therefore, can use the pool only when accompanied by an adult resident. No more than four guests per adult resident are permitted.

(3) The swimming pool gates must be locked at all times, as specified by the Milwaukee Health Department. At NO TIME will the gate lock be obstructed to prevent the gate from locking, and access to the pool shall only be permitted through the gates or Lodge. ANYONE violating this rule may be denied access to or use of the pool.

(4) Any resident has the right and duty to report violations of any rules to the Office as soon as possible with specific data (i.e., date, times, names, violations, etc.).

4.2 Safety and Health

(1) NO GLASS ITEMS ARE ALLOWED IN THE POOL AREA. (May be waived for Association functions.)

(2) No FOOD, GUM, CANDY, etc., are allowed in the pool.

(3) All commonly recognized rules of personal sanitation and safety shall be observed. Shower facilities are available at the pool. Parents, please instruct children/guests in this area. Use restroom facilities before entering the pool.

(4) Sanitary behavior and standards are expected in the use of the pool. The pool should not be used by persons having reason to believe that they have an illness which might jeopardize the health of others.

(5) Use of athletic equipment, running on the pool deck, pushing, wrestling, dunking in the pool and similar behavior will NOT be permitted.

(6) While swimming alone is not restricted, generally it is recommended as a safety factor that every consideration be given to proper companionship.

(7) Life Saving Equipment (reach pole, ring buoy, etc.) is for safety and emergency use ONLY.

(8) In order to ensure the safety of the children in your care, limit the number of children to four children per adult resident.

4.3 Social

(1) The swimming pool CANNOT be reserved for private or special functions. Residents or guests of any special or reserved parties at the Lodge do not have access to the pool. (See Lodge Rule No.4.)

(2) Access to the Lodge while wearing swimming attire is prohibited, except in cases of medical emergency.

(3) Frayed cut-offs, long pants, etc., are not acceptable swimming attire.

(4) ALL persons are responsible for cleaning ANY litter caused by their use of the pool area.

(5) No cooking will be allowed within the fenced area of the pool. (May be waived for Association functions.)

(6) Portable battery-operated radios, hi-fis, etc. while permitted, should not be used in a manner which disturbs other occupants of the pool.

(7) Use of rafts will be permitted when there are fewer than four (4) swimmers. While pool toys (rafts, "noodles", floatation devices, balls, etc.) are great fun, consideration should be given when they may interfere with others in the pool. If the pool area is crowded, please place these "toys" along the fence line when not in use to prevent accidental tripping.

(8) Furniture must NOT be removed from the pool area or placed next to the edge of the pool.

(9) No pets are allowed in the swimming pool area.

PLEASE BE CONSIDERATE OF YOUR NEIGHBORS!
ABUSES PRECIPITATE RESTRICTIONS!

5. TENNIS COURT RULES

5.1 Tennis Court Rules

(1) Gates to the tennis courts must be locked at all times.

(2) Play should not exceed one hour if courts are in demand.

(3) A resident adult must be present during period of use.

(4) Tennis shoes must be worn

(5) All regular tennis rules pertaining to conduct apply.

(6) Owners are responsible for any damage caused by them, members of the household and their guests.

6. PARKING RULES

Since parking rules affect everyone in the Servite Woods Homes Association, an effort is made to be fair to all residents. Due to the different architectural designs and parking configurations in each of the Servite Woods phases, there may be some hardships and/or conflicts. In that case, common sense and consideration for the rights of others should be the guiding principle.

6.1. No Parking Zones

(1) All Servite Woods roads are designated fire lanes. No parking is allowed on any Servite Woods Homes Association road or any area marked "No Parking".

(2) No parking is allowed on sidewalks, in front of stairways or entry walks, on landscaped areas, in areas which impede ingress or egress to a unit or any Common Area facility, or in any manner which would obstruct access to a trash container.

6.2. Special Parking Restrictions

(1) Town Houses. Each unit is assigned one restricted parking space in front of the garage. At certain buildings, additional spaces have been provided for guests and service vehicles (during business hours) and are not to be occupied by owners' vehicles on a daily basis. Common area parking is provided in adjacent areas and may be used without restriction in the event that owners require additional parking for personal vehicles.

(2) Garden Units. Each unit (i.e. west of Servite Drive) is assigned specific restricted underground parking space(s). In the event additional parking is required, owners may use the outdoor parking area designated only for their building. Guests and/or service vehicles may not park in any parking space assigned to a specific unit without the express permission of the owner of that unit.

(3) Boats, trailers, campers, motor homes, school buses and similar vehicles may not be parked within Servite Woods. (No areas are designated for this purpose.)

Commercial trucks or construction equipment of any type (unless owned by the Association), shall not be parked in the Common Areas or Limited Common Areas, except when being used to provide service to the Home Owners Association or unit owners during reasonable working hours. The home environment of Servite Woods shall not be impaired by the presence of the automotive equipment of a type not normally used to provide passenger transportation.

(4) Underground Garage Height Restrictions. Vehicles, such as SUVs and augmented Pickups, etc., are restricted from parking in underground garages unless the height of the vehicle (approximately 68 inches, 5' 8") clears the lowest hanging equipment (eg. automatic door openers, heating pipes, etc.) by at least one inch (1"). Owners of vehicles that cause damage to a garage, including but not limited to damage to door openers and piping, are responsible for the cost of such repairs.

6.3 Servite Woods Parking Stickers

(1) All residents' vehicles must display a valid Servite Woods Home Association parking sticker on the lower part of the left rear or side window.

(2) Two Parking Stickers are assigned to each unit. A third sticker will be allowed under special circumstances approved by the Board of Directors.

(3) Parking Stickers may be obtained at the Servite Woods office upon presentation of proof of ownership or lease agreement.

(4) A completed information form must be on file at the office for each vehicle.

(5) A warning notice will be placed on vehicles without a Servite Woods Homes Association sticker. After three (3) days of non-compliance, the vehicle will be towed away at owner's expense.

6.4 Guest Parking

(1) Guests may park in outside common areas for no longer than a 48 hour period (see 5.1 and 5.2 above)

(2) If a guest will be parking in any Association parking area for longer than a 48 hour period, but less than 3 days, the owner must provide the office (Administrator or Resident Maintenance Manager) with the following information: the name of guest, the make, model and license number of guest car, the location where guest car will be parking, and length of time guest will be parking.

(3) If a guest will be parking in any Association parking area for longer than 3 days (72 hours) the unit owner the guest is visiting must request a Servite Woods temporary parking sticker as per 5.3 #(2) above; if the SW sticker is granted it must be displayed as per the directions in 5.3 #(1) above.

6.5 Parking Spaces

All vehicles must be properly parked between, and parallel to, the parking space lines. Each space is limited to one motor vehicle.

6.6 **Snow Season Parking:**

During the snow season, the first priority for snow removal is clearing the roads in the complex. (See *L'Eaves Dropper* announcement for specific time according to contract.) When this has been accomplished, snow will be removed from parking spaces. If a vehicle is parked in a driveway or outdoor parking space, it must be moved to an open parking space already cleared so snow can be plowed from driveways and other parking spaces.

6.7 **Miscellaneous Vehicle Regulations:**

(1) No vehicle shall be left standing in a parking space in a non-operative condition for longer than 72 hours.

(2) No major repairs will be allowed in any parking area either by owner of an outside automotive service. (In event of dispute, definition of "major repairs" will be determined by the Resident Maintenance Manager.

(3) No oil changes will be allowed on Servite Woods's property.

(4) Unit owners will be responsible for clean-up of fluid leaking from their vehicles.

(5) Every vehicle parked on Servite Woods property must be legally licensed by the state: license plate and tags must be current.

6.8 **Violations of Parking Rules:**

A violation of a parking rule should be reported in writing to the Servite Woods Administrator. Staff or Board members have the authority and responsibility to attach a warning notice on any vehicle judged to be in violation of any parking rule with a copy of notice mailed to owner. Each day a violation continues after date of correction, as specified on the warning notice, is a separate violation. A duplicate copy of any parking violation notice is to be filed with the Administrative Office for record and legal purposes.

6.9 **Penalties for infraction of parking regulations:**

1st Violation - A warning notice is posted on the vehicle and copy mailed to owner.
2nd Violation - $25.00 fine
3rd Violation - $75.00 fine
4th Violation - Certified letter requesting an appearance before the Board of Directors.

Action taken by the Board may include the assessment of further penalties.

7. PET RULES

Common sense and consideration for your neighbors must prevail for all Servite Woods Homes Association pet owners. All pet owners are subject to the following Rules and Regulations as adopted by the Board of Directors

7.1 Pet Rules and Regulations

(1) No pets of any kind shall be kept in Garden Apartment unit buildings 5, 6, 7 and 9. There are no exceptions to this rule.

(2) The maintenance and keeping of small, orderly domestic pets is permitted, including dogs, cats and caged birds and is not to exceed two of each variety per unit. Pets may not be kept or maintained for commercial purposes or for breeding.

(3) Dogs known typically for their occasional violent disposition (e.g. Rottweiler, Pit Bull, and Doberman Pinscher) are not allowed in resident units or on the condominium common areas.

(4) All pets shall be inoculated according to law in the City of Milwaukee. (No exceptions.) It is required that all pet owners will comply with all applicable regulations mandated by the City of Milwaukee.

(5) All pets shall be on a leash and controlled by a responsible person when outside of the owner's unit and on common areas.

(6) No animal may be leashed to any stationary object in the common areas.

(7) Use of pet runs is required. Clean-up equipment and materials are available, including small shovels and garbage cans. Pet owners are responsible for cleaning their pet's residue left on the grounds of all common and public areas, including patios and/or balcony. These must be cleaned at once. See Section 79-12 City Ordinance.

(8) Pets are restricted from the pool area, the lodge interior and its deck, and from within the fencing of the tennis courts.

(9) Pet owners shall be responsible for all damage caused by allowing pets to contaminate any common areas.

(10) Pet owners are expected to keep pet noise to an absolute minimum. No dog shall be permitted to bark, howl, or make other loud noises for a time to disturb neighbors' rest or peaceful enjoyment of their unit or the common areas.

(11) All complaints regarding Pet Rules shall be put into writing and conveyed to the Servite Woods Homes Association Administrator.

a. First Complaint – Letter of warning explaining a specific violation.

b. Second Complaint – Automatic $50.00 fine.

c. Third Complaint – Automatic $100.00 fine --- A certified letter shall be sent to the owner requesting appearance before Board of Directors for Board action.

d. Fourth Complaint – Pets causing or creating a nuisance or unreasonable disturbance or noise shall be reported to the Department of Neighborhood Services. A court appearance is required.

For additional information call 414/286-2268.

8. STORAGE AND TRASH ROOM RULES (BUILDINGS 5, 6, 7, 8, 9)

8.1 Regulations Concerning the Common Storage Area

(1) Storage is available only to owners of units within the buildings in which the storage unit is located.

(2) Regulations and permission for storage of personal property:

a. Owners shall identify storage materials with their name, unit number and date.

b. Any items may be removed and disposed of without liability of the Association following approval by the Board of Directors and a notice to the owner.

(3) No flammable items or motor vehicles (e.g. motorcycles) may be stored in these areas.

(4) The Association agents and its employees will not be liable for any damaged, lost, or stolen items from these storage areas. The owner shall assume all risk involved in such storage.

(5) Owners are responsible for the care and maintenance of the storage area and no Servite Homes employees shall be responsible for the neatness or orderliness of the storage facility.

8.2 Regulations Concerning Trash

(1) All City of Milwaukee rules and regulations regarding separation of trash are to be observed.

(2) All material to be disposed should be placed in the separate bins or spaces as labeled (e.g. glass, plastics, newspaper).

(3) All garbage is to be securely wrapped in plastic bags and placed in the garbage dumpster.

(4) No furniture, building or remodeling materials (including carpeting, tile, plasterboard, etc), or electronic equipment is to be placed in the trash rooms.

(5) No flammable or explosive materials are to be placed in any trash room.

9. SECURITY LOCK SYSTEM AND ATRIUM KEY RULES

9.1 Facility Key

(1) One (1) which will be coded to allow access to the swimming pool, tennis court and lodge shall be assigned to each unit owner.

(2) Lost or damaged Facility Keys will be replaced at the office at the prevailing price.

(3) Facility Keys are re-coded at the office each year after May 1st. Any unit with a record of unpaid fees, assessments or fines shall, in accordance with Servite Woods Homes Association By-Laws, be denied re-validation of the Facility Key.

9.2 Atrium Key

(1) Lost Atrium Keys will be replaced in the office at the prevailing price.

10. LEASE REGULATIONS

10.1 No Rental Rule

(1) In order to preserve high standards of maintenance and care no unit or any rooms in a unit may be rented and no tenants may be accommodated. (See Second Amendments to Declaration of Condominium of Servite Woods Condominium Homes recorded December 1, 2001, with the Register's Office, Milwaukee County, Wisconsin.)

10.2 Grandfather Rental Rules

(1) Leases negotiated prior to December 1, 2001, shall contain the following provisions:

a. The lease must be in writing, signed by the owner and the tenant, and on file in the Servite Woods Homes Association office.

b. Lessee hereby agrees to be bound by the provision of the "Declaration of Condominium", the By-Laws as amended, and all rules and regulations of the Servite Woods Homes Association. Lessee also acknowledges receipt of copies of said documents.

c. Tenancy includes the living unit, the parking and storage area of the lessor; the lessee shall verify such designated areas with the Association.

d. Lessee acknowledges receipt of keys to the Lodge, Pool and a mailbox key, and agrees to surrender such keys and any loaned common property to the unit owner upon termination of this lease.

e) Lessee, if Association assessments for such unit are not in arrears to date, shall enjoy any and all privileges of an Association member in good standing, but may not vote as an Association member.

f) Renters insurance coverage shall be kept in force during occupancy by the Lessee. If the Lessee does not comply, then the owner shall be subject to a fine of $100 per month until rectified.

11. INSTRUCTIONS FOR THE PAYMENT OF FEES AND FINES

The Association notes that maintenance fees, fines and other penalties are assessments

11.1 Violation (Amended 7/19/2017)

(1) The fine for a violation of any and all applicable laws, the Condominium declaration, Condominium By-Laws and Condominium Rules, Regulations and guidelines shall be $25.00 unless otherwise stated in any other section of the Rules, Regulations, and Guidelines. Each day a violation continues after date for correction, as specified in the notice given to the unit owner is a separate violation and shall result in an additional fine. Such fine is not a waiver of other remedies available to the Association, including actual damages and an injunction.

(2) If the Association retains legal counsel to aid in the enforcement of any applicable law, or any provision of the Condominium Declaration, Condominium By-Laws or Condominium Rules, Regulations and Guidelines the Association shall be entitled to recover its actual attorney fees and costs from the unit owner committing the violation.

(3) Fines and attorney fees and costs shall be assessed against the unit owner and must be paid to the Association within thirty (30) days, unless otherwise specified by the Board in the notice given to the unit owner. Unpaid fines, attorney fees, and costs shall be a lien against the unit, which may be foreclosed by the Association as provided by law,

11.2 Delinquency

Association maintenance fees and other assessments are deemed delinquent if paid more than 10 days after the date of the assessment. As of January 1st, 2014, delinquent accounts shall be assessed a late fee of $50.00 per month. **(Amended 10/23/13)**

11.3 Payments

Maintenance fees received and processed by the bank will be considered late if not received by the 10th of the month; if the 10th falls on a weekend or holiday, all payments are due the previous business day.

All delinquent accounts paid at the Association Office must be paid by Cashier's Check or Money Order. No payment in the form of cash or personal check will be accepted in the Association Office.

11.4 Collection

The Association shall pursue collection of past due assessments according to the following procedure.

When a member has been in arrears for two months, the account shall be referred to an attorney for collection. Collection methods may include filing a lien on the condominium unit and foreclosure.

If, at any time, a unit owner makes a partial payment of the total amount due the Association, the payment shall be applied to arrears in the following order.

1. Collection costs, including attorney's fees.
2. Special assessments (including, but not limited to fines and other penalties)
3. Monthly assessments, oldest to newest.

12. ADDENDUM - GENERAL SPECIFICATIONS

(These pages include all the information from the Original Condominium Documents - referred to in By-Laws - Article V, Section 2 as pages 300-306)

GENERAL SPECIFICATIONS — 36 (32) Family – Servite

DIVISION "A"

1. Concrete Footings:
   Concrete Footings for walls and piers shall be of sizes to confirm with code.
2. Basement Floors, Garage Floors - 4" thick:
   Floors to be 3" thick to be poured monolithically pitched to floor drain.
   NOTE: Concrete is inelastic and subject to cracking due particularly to change in temperature. Such cracking does not decrease the structural strength or a loss of serviceability. Builder does not represent that it will install crack-free concrete.
3. Basement walls:
   Walls to be constructed of concrete blocks with precast concrete columns and prestressed concrete girders.
   Water-proofing of masonry parging.
   Basementless areas to be covered with 6 mill poly, gravel over the top.
4. Chimneys:
   Tile, brick and block

DIVISION "B"

1. Lumber:
   a. Exterior walls - Frame and veneer
      1. Sheathing - Insulated 1/2" 4 x 12
      2. Siding - Masonite 7/16" 4 x 8
      3. Shingles - Asbestos #235
      4. Exterior painting: Olympic stain per manufacturers specs.
   b. Floor framing - first floor 12" precast 2" topping
      Second floor steel and 5 1/2" concrete.
   c. Partition framing KD Hemlock
      Soundwall double wall insulation filled with sound stop board.
   d. Roof framing - partial conventional and truss construction E.W.I. Comm. Approved
   e. Roofing - 1/2" CD Plyscore-asphalt 4 x 8 CD Underlay 15# felt.
2. Millwork:
   a. Windows: DH & Slide bys by A-Core
      Aluminum-glass: Insulated-weatherstripping in an integral part of windows
      Trim-drywall returns with oak sills - screens are half type aluminum
      Metal shelves
      Side lites have bottle glass, patio door aluminum 6' x 6' 8" with screen
   b. Interior doors
      1. Hollow core factory prefinished oak
   c. Trim: Ranch, oak factory finished - no shoe
   d. Exterior doors - metal clad steel weatherstripped vinyl
   e. Stairs concrete poured in a metal pan
   f. Kitchen cabinets - Prefinished oak by Medallion Laminated plastic tops.
      Finish of cabinets to be golden walnut factory finish.
   g. Medicine cabinets Monarch "Capri"
   h. Garage doors:
      - 12' x 6' 6" 1 3/4" flush overhead door with rough texture facing
      Bracket mounted heavy gauge apartment type. Hi-cycle springs.
      3-24" x 12" exhaust vents installed in bottom section of each door.
      1 operator with each door KT D Vem Co. apartment operator automatic timer and
      Pneumatic trudle hose switch. Outside key lock switch.

DIVISION "C"

INSULATION:

6" Rock wool in ceilings
3 1/4" batts with 2 mill poly

DIVISION "D"

WEATHERSTRIPPING & CAULKING:

Windows and doors to be weatherstripped per plans
Caulking where veneer and wood contact

DIVISION "E"

DRYWALL

1. Sheet rock 1/2" ceilings and walls, tape at seams, sand finish - 1 coat sealer with Hi-pac paint.
2. Sheet rock 5/8" at sound walls.

DIVISION "F"

HEATING & AIR CONDITIONING:

1. Heating: Hot water 2 pipe system
   a. Prime heating gas (Natural)
   b. Secondary oil #2 light oil - 2 - 275 tanks
   c. Baseboard radiation - cream Crane Petite VII
   d. Circulator: B & G Model 60-205
   e. Boiler: Whirlpool # 35 - 4 240FGO
      Output - 2,800,320 BTU
      Net Rating - 1,510,000 BTUH
   f. Individual apartment control B & G Zone Valve Model 2 1/2 " s
2. Air Conditioning: 1 1/2 ton central climatrol (or equal). Remote condensing unit located at grade, combination heating and cooling thermostat.

DIVISION "G"

PLUMBING:

1. American Standard Cast Iron Kitchen Sink - White
2. Lavatory main bath - Sandel Marble molded, various sizes and colors
3. Water closet main bath - Universal Rundel - rear outlet white
4. Bathtub main bath - Universal Rundel Fiberglass tub module
5. Moen shower over tub
6. Water closet powder room Universal Rundel Floor Outlet white
7. Lavatory powder room - Sandel marble various sizes and colors
8. Shower curtain rod
9. Day and nite water heater by association (3 per building)
10. Public water supply
11. Public sewage disposal
12. Footings connected to storm sewer

DIVISION "H"

ELECTRICAL

1. 70 AMP Service with circuit breakers
2. 16 circuits
3. Receptacles to be duplex
4. Switches to be silent
5. Chimes at front entrance
6. Lighting fixtures per model
7. Special outlets for range, garbage disposal, auto washer, automatic dryer, dishwasher, air conditioner.

DIVISION "I"

PAINTING & DECORATING

1. Doors and woodwork prefinished per model
2. Walls and ceiling off white, 1 coat included with drywall spray Hi-pac
3. Windows - prefinished

DIVISION "J"

FINISH FLOORING

1. Kitchen - Cong. Narin Spring ,093
2. Bathroom: Ceramic 1x1 set in thin set
3. Powder Room: ceramic 1x 1 set in thin set
4. Tub area part of Fiberglass tub module
5. Bathroom accessories - 3 ceramic recessed - Powder Room - 2 ceramic attached.
6. All other floors carpeted Mohawk

DIVISION "K"

APPLIANCES

1. G. E. Electric range J342
2. G. E. Electric refrigerator TBF 16SP
3. G. E. Garbage disposal FC 110
4. G. E. Automatic washer VWP1020
5. G. E. Automatic dryer DDP1200P
6. G. E. Dishwasher SD281
7. Broan exhaust fans
8. Broan exhaust hoods

DIVISION "L"

SPECIALTIES:

1. Central sprinkler system
2. Central alarm system
3. Central TV antenna
4. Communication system from gate

GUARANTEE:

All phases of work passed by building inspector and conforming with local codes shall constitute accepted workmanship. All work shall be done in a good and workmanlike manner substantially the same as the model home and in accordance with the standards of the industry.

It is understood that all phases of work shall be guaranteed for a period of one (1) year against defects in workmanship and materials unless otherwise specified defined under each division. Builder reserves the right to make substitutions in all items with an "equal or better than" product.

GENERAL SPECIFICATIONS

DIVISION "A"

1. Concrete footings:
   Concrete footings for walls and piers shall conform with applicable building code.
2. Basement floors:
   Floors to be 3" thick, to be poured monolithically pitched to floor drain.
   Note: Concrete is inelastic and subject to cracking due particularly to change in temperature. Such cracking does not decrease the structural strength or a loss of serviceability. Builder does not represent that it will install crack-free concrete.
3. Basement walls:
   Walls to be of concrete block construction per block with masonry parging.
4. Chimney:
   a. 3 bedroom end units - Majestic Thulman L36A woodburning prefabricated fireplace with chimney. Includes screen.
   b. Metalbestos State approved chimney in balance of units.

DIVISION "B"

1. Lumber
   a. Exterior walls: KD Hemlock
      Sheathing: Asphalt Impregnated Insulated
      Siding: Masonite Woodsman
   b. Floor framing: So. Pine #2 KD G allowing 10% MG
   c. Sub-flooring: 1/2" plyscore 4 x 8
   d. Partition framing: KD Hemlock
   e. Ceiling framing: So. Pine #2 KD MG allowing 10% MG
   f. Roof framing: Trusses - State approved Engineered Wisc. Ind. Comm. Approved
   g. Roofing: 1/2" plyscore - Asphalt shingles - #235 underlayment # 15 felt
2. Millwork:
   a. Windows: Winter Seal Series - slide bys insulated glass. Weatherstripped
   b. Interior doors: Flush hollow core oak factory finished
   c. Interior trim: Ranch oak prefinished oak in closet
   d. Closet doors: 8' particle board
   e. Entry exterior door: Metal clad
   f. Main stairs: Pine treads and risers - oak stringers - oak handrail
   g. Kitchen cabinets: Oak prefinished golden walnut.
      Laminated plastic counter tops. Bath vanity same.
   h. Medicine cabinet surface mounted by Monarch
   i. Overhead garage door 9 x 7

DIVISION "C"

INSULATION: 6" Rock wool in ceilings. 3 1/4" Batts in walls

DIVISION "D"

WEATHERSTRIPPING: Windows and front entry door to be factory weatherstripped

DIVISION "E"

DRYWALL: Sheet rock 1/2" and 5/8" Gypsum, tape at seams, sand finish -
1 coat sealer with Hi-pac paint

DIVISION "F"

HEATING AND AIR CONDITIONING:

1. Heating: Gas fired Mueller-Climatrol 174 force air -
   Input 105,000 BTUH - Output 84,000 BTUH
   Controls Detroit Lube American Standard
2. Air Conditioning: 2 1/2 ton Mueller-Climatrol Central.
   Combination heating and cooling thermostat
3. Broan ducted hood in kitchen.

DIVISION "G"

PLUMBING:

1. Cast iron kitchen sink
2. Lavatory main bath molded marble
3. Universal Rundel water closet main bath
4. Main bath - bathtub Universal Rundel Fiberglass tub module
5. Moen shower over tub
6. Universal Rundel water closet in powder room
7. Laundry tub in basement
8. Shower curtain rod
9. 40 gallon gas A.O. Smith (or equal) water heater
10. Footings connected to storm sewer
11. Public water supply
12. Public sewer system
13. Waste, drain and vent GI or 40 PVC
14. Water lines GI or copper
15. T's and valves for automatic washer

DIVISION "H"

ELECTRICAL:

1. 100 AMP service with circuit breaker
2. 14 Circuits
3. Receptacles to be duplex
4. Switches to be silent
5. Special outlets for range, dryer, disposal, dishwasher and air conditioner.
6. Light fixtures per model

DIVISION "I"

PAINTING AND DECORATING:

1. Doors, woodwork and miscellaneous millwork to be prefinished
2. Walls and ceilings 1 coat off-white in drywall spray Hi-pac
3. Metal shelves

DIVISION "J"

FINISH FLOORING:

1. 1/2" underlayment ply
2. Kitchen - Congoleum Nairn sheet goods
3. Main bath - ceramic set in mortar
4. Balance of floors carpeted with Nutone
5. Powder room - Congoleum Nairn sheet goods

   Note: Tub area part of Fiberglass tub module - Bathroom accessories 3 ceramic recessed - Powder room accessories 2 ceramic wall mounted

DIVISION "K"

APPLIANCES:

1. G. E. Garbage disposal FC-110
2. G. E. Dishwasher SD-281
3. G. E. Refrigerator TBF-16SP
4. G. E. Range J-342
5. G. E. Automatic washer WA-8300P
6. G. E. Dryer DR 7300P
7. Broan exhaust fan in bathroom per model
8. Broan exhaust fan in powder room per model
9. Broan ducted hood in kitchen

DIVISION "L"

SPECIALTIES:

1. Central TV antenna

GUARANTEE:

All phases of work passed by building inspector and conforming with local codes shall constitute accepted workmanship. All work shall be done in a good and workmanlike manner substantially the same as the model home and in accordance with the standards of the industry. It is understood that all phases of work shall be guaranteed for a period of one (1) year against defects in workmanship and materials unless otherwise specifically defined under each division. Builder reserves the right to make substitutions in all items with an "equal to or better than" product.

IMPORTANT INFORMATION
Please keep this information with your governing documents

Servite Woods Homes Association, Inc.

RESOLUTION ADOPTING RULE REGARDING BOARD MEMBER QUALIFICATIONS, NOMINATIONS, AND ELECTION.

WHEREAS the Board of Directors ("Board") of Servite Woods Homes Association, Inc. (the "Association") has all the powers necessary for the administration of the affairs of the Association, pursuant to Article IV, Section 2 of the Bylaws;

THEREFORE, BE IT RESOLVED that the Association adopt the following Rules and Regulations:

Qualifications, Nominations, and Election of Board Members: Only members of the Association are eligible to serve on the Board of Directors. No Unit Owner shall be eligible for nomination to or to serve on the Board of Directors in the event a delinquency in assessment payments has resulted in a lien being filed against their unit(s). If at any time a director becomes delinquent on any payment to the Association, the director is required to resign from the board position (and any office position held) unless the Unit Owner brings their account current within then (10) days' notice from the Board. If a director ceases to meet any of the qualifications for a board member during the term, including in the event their unit is sold or a lien has been placed on their unit for delinquent assessments, the director shall thereupon cease to be a director and that place on the Board shall be deemed vacant.

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

The Board of Directors adopted this resolution on January 16, 2025, with the policies to take effect on January 17, 2025.

Kelly Rauen (Jan 23, 2025 21:58 CST)
President

Kelly Rauen (Jan 23, 2025 21:58 CST)
Secretary

SERVITE WOODS HOMES ASSOCIATION, INC.

DISCLOSURE MATERIALS

SECTION H

STATUTORY RESERVE ACCOUNT STATEMENT

09729173

DOC.# 09729173

REGISTER'S OFFICE | SS
Milwaukee County, WI|

RECORDED 04/22/2009 09:57AM

JOHN LA FAVE
REGISTER OF DEEDS
AMOUNT: 11.00
FEE EXEMPT 77.25 #: 0

STATUTORY RESERVE ACCOUNT STATEMENT

Document Number

Re: Servite Woods Condominium
Condominium, being a condominium created under the Condominium Ownership Act of the STATE OF WISCONSIN by a "Declaration of Condominium for Servite Woods Condominium", dated the 16th day of October, 1973 and recorded the 30th day of October, 1973 in the Office of the Register of Deeds for Milwaukee County, Wisconsin, in (Reel)(Vol.) 753 of Records, at (Images) (Pages) 253 through 301, as Document No. 4802390 and by a Condominium Plat (hereinafter "Condominium").

The Condominium (~~shall~~) (shall not) have a Statutory Reserve Account, as described in Wis. Stat. § 703.163, effective October 30, 1973. This determination is made by the (Declarant) (Association with the written consent of a majority of the Unit votes).

If the Condominium will not have a Statutory Reserve Account, it is anticipated that future expenditures for the repair and replacement of the common elements will be funded by: Servite Woods Condominium will use a non-statutory reserve account and such other means as are available to it by law.

Recording Area

Name and Return Address
Servite Woods Homes
8543 N. Servite Dr.
Milwaukee, WI 53223

Parcel Identification Number (PIN)

Dated this 3rd day of April, 2009

Madeline C. Sheets
* Madeline C. Sheets
Title: Vice-President

AUTHENTICATION

Signature(s)

authenticated this ____ day of ____, ____

*
TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, authorized by §706.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY

Attorney Jessica L. Borkl

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

*
Title:

ACKNOWLEDGMENT

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

Personally came before me this 3rd day of April, 2009, the above named Madeline C. Sheets to me known to be the person Same one who executed the foregoing instrument and acknowledged the same.

Sharon Finck
* Sharon Finck
Notary Public, State of Wisconsin
My Commission is permanent (If not, state expiration date: July 5, 2010.)

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